MEETING AGENDA



REGULAR MEETING OF THE VILLAGE BOARD OF TRUSTEES Tuesday, March 6, 2018 7:30 P.M.*

(*or immediately following the Committee of the Whole & Finance Commission Joint Meeting)

MEMORIAL HALL - MEMORIAL BUILDING

(Tentative & Subject to Change)

- 1. CALL TO ORDER
- 2. PLEDGE OF ALLEGIANCE
- 3. APPROVAL OF MINUTES
 - a) Meeting of February 6, 2018
 - b) Closed Session Meeting of February 6, 2018
 - c) Meeting of February 15, 2018
- 4. CITIZENS' PETITIONS (Pertaining to items appearing on this agenda)*
- 5. VILLAGE PRESIDENT'S REPORT

6. FIRST READINGS - INTRODUCTION**

Items included for First Reading - Introduction may be disposed of in any one of the following ways: (1) moved to Consent Agenda for the subsequent meeting of the Board of Trustees; (2) moved to Second Reading/Non-Consent Agenda for consideration at a future meeting of the Board of Trustees; or (3) referred to Committee of the Whole or appropriate Board or Commission. (Note that zoning matters will not be included on any Consent Agenda; all zoning matters will be afforded a First and a Second Reading. Zoning matters indicated below by **.)

Environment and Public Service (Chair Byrnes)

- a) Approve a Highway Authority Agreement and Environmental Indemnity Agreement with Speedway, LLC for 50 S. Garfield Street
- b) Approve the Professional Engineering Services for The Pines/Birchwood Avenue Drainage Study in the amount not to exceed \$13,900 awarded to Christopher B. Burke Engineering, Ltd.
- c) Approve a Resolution Authorizing Execution of a Contract Extension Agreement between the Village of Hinsdale and Allied Waste Services for the Collection and Disposal of Solid Waste, Landscape Waste, and Recyclable Materials; and
- d) Approve a Resolution Authorizing Execution of a Contract between the Village of Hinsdale and Allied Waste Services for the Collection and Disposal of Solid Waste, Landscape Waste, and Recyclable Materials; and
- e) Approve an Ordinance Amending Various Sections of Title 4 (Health and Sanitation), Chapter 3 (Solid Waste, Landscape Waste, and Recycling) of the Hinsdale Village Code

- Relative to Solid, Landscape, and Recyclable Waste Collection Services (*Discussion Item February 6, 2018*)
- f) Approve a construction change order for the parking deck electrical and fire suppression systems totaling \$72,070 as quoted by Bulley and Andrews

Zoning and Public Safety (Chair Stifflear)

- g) Approve an Ordinance Approving a Major Adjustment to a Planned Development Hinsdale Meadows (Southeast Corner of 55th Street and County Line Road)- Hinsdale Meadows, LLC**
- h) Approve an Ordinance approving an application relative to the installation of Small Cell Equipment on an existing Utility Pole in the Right-of Way Mobilitie, LLC**
- i) Approve an Ordinance Approving Exterior Appearance Plans for Front and Rear Building Façade Work 36 E. Hinsdale Avenue**
- j) Approve an Ordinance approving a Third Major Adjustment to a Site Plan and Exterior Appearance Plan for Site Plan Changes to the Property located at 830 N. Madison Street – Salt Creek Club**

7. CONSENT AGENDA

All items listed below have previously had a First Reading of the Board or are considered Routine*** and will be moved forward by one motion. There will be no separate discussion of these items unless a member of the Village Board or citizen so request, in which event the item will be removed from the Consent Agenda.

Administration & Community Affairs (Chair Hughes)

- a) Approval and payment of the accounts payable for the period of February 16, 2018 to March 6, 2018, in the aggregate amount of \$871,320.46 as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk***
- b) Approve a street closure on Chicago Avenue and Burlington Drive from Washington Street to Garfield Street on the following Sundays: June 17, 2018, August 12, 2018 and October 7, 2018 for a Fuelfed coffee and classic car event (First Reading February 15, 2018)
- c) Approve an Ordinance Authorizing the Sale by Auction or Disposal of Personal Property Owned by the Village of Hinsdale***

Environment and Public Service (Chair Brynes)

- d) Waiving formal bid process and approving purchase of a water response trailer to Advantage Trailer in the amount not to exceed \$22,024***
- e) Approve the award of Custodial Services Bid #1639 to Eco-Clean Maintenance, Inc., for custodial services within Village facilities, for year one in the amount not to exceed \$74,184***

8. SECOND READINGS / NON-CONSENT AGENDA - ADOPTION

These items require action of the Board. Typically, items appearing for Second Reading have been referred for further discussion/clarification or are zoning cases that require two readings. In limited instances, items may be included on the Non-Consent Agenda that have not had the benefit of a First Reading due to emergency nature or time sensitivity.****

Administration & Community Affairs (Chair Hughes)

a) Approve a month to month contract with Mac Strategies Group, Inc., Chicago, Illinois in an amount not to exceed \$6,500 per month for the period of February 28, 2018 through

March 31, 2018 for lobbyist services related to the Illinois State Toll Highway Authority expansion project (*Discussion – January 9, 2018*)

Environment and Public Service (Chair Byrnes)

- b) Approve an Intergovernmental Agreement (IGA) between the Village of Hinsdale and Community Consolidated District 181, for the construction and maintenance of a parking deck (First Reading February 15, 2018)
- c) Approval and agreement with Wight and Company to provide design and construction management services to build a parking deck per the terms of the contract for a cost not to exceed \$1,058,653. (First Reading February 15, 2018)

Zoning and Public Safety (Chair Stifflear)

d) Approve an Ordinance Approving Withdrawal of an Historic Landmark Designation for 244 East First Street – HPC Case No. 10-2017 (First Reading – February 15, 2018)

9. DISCUSSION ITEMS

- a) IPM Report Presentation
- b) 2018 Roadway Construction Update
- c) IGA with District 181
- d) Update on proposed I-294 Tollway expansion

10. DEPARTMENT AND STAFF REPORTS

- a) Community Development
- b) Economic Development
- c) Parks & Recreation
- d) Public Services

11. REPORTS FROM ADVISORY BOARDS AND COMMISSIONS

- 12. OTHER BUSINESS
- 13. NEW BUSINESS
- **14. CITIZENS' PETITIONS** (Pertaining to any Village issue)*
- **15. TRUSTEE COMMENTS**
- 16. CLOSED SESSION- 5 ILCS 120/2(c) (1)/(2)/(3)/(5)/(8)/(11)/(21)

17. ADJOURNMENT

*The opportunity to speak to the Village Board pursuant to the Citizens' Petitions portions of a Village Board meeting agenda is provided for those who wish to comment on an agenda item or Village of Hinsdale issue. The Village Board appreciates hearing from our residents and your thoughts and questions are valued. The Village Board strives to make the best decisions for the Village and public input is very helpful. Please use the podium as the proceedings are videotaped. Please announce your name and address before commenting.

**The Village Board reserves the right to take final action on an Item listed as a First Reading if, pursuant to motion, the Board acts to waive the two reading policy.

***Routine items appearing on the Consent Agenda may include those items that have previously had a First Reading, the Accounts Payable and previously-budgeted items that fall within budgetary limitations and have a total dollar amount of less than \$500,000.

****Items included on the Non-Consent Agenda due to "emergency nature or time sensitivity" are intended to be critical business items rather than policy or procedural changes. Examples might include a bid that must be awarded prior to a significant price increase or documentation required by another government agency to complete essential infrastructure work.

The Village of Hinsdale is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend this meeting and who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the facilities, are requested to promptly contact Darrell Langlois, ADA Coordinator, at 630-789-7014 or by TDD at 630-789-7022 to allow the Village of Hinsdale to make reasonable accommodations for those persons.

Website http://villageofhinsdale.org

VILLAGE OF HINSDALE VILLAGE BOARD OF TRUSTEES MINUTES OF THE MEETING OF February 6, 2018

The regularly scheduled meeting of the Hinsdale Village Board of Trustees was called to order by Village President Tom Cauley in Memorial Hall of the Memorial Building on Tuesday, February 6, 2018 at 7:30 p.m., roll call was taken.

Present: Trustees Christopher Elder, Michael Ripani, Luke Stifflear, Gerald J. Hughes, Matthew Posthuma, Neale Byrnes and President Tom Cauley

Absent: None

Also Present: Village Manager Kathleen A. Gargano, Assistant Village Manager/Finance Director Darrell Langlois, Assistant Village Manager/Director of Public Safety Brad Bloom, Police Chief Brian King, Fire Chief John Giannelli, Director of Public Services George Peluso, Director of Community Development/Building Commissioner Robb McGinnis, Superintendent of Parks & Recreation Heather Bereckis, Village Planner Chan Yu, Administration Manager Emily Wagner and Management Analyst Jean Bueche

PLEDGE OF ALLEGIANCE

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

APPROVAL OF MINUTES

a) Special Meeting of January 23, 2018

Trustee Hughes corrected a typographical error in the draft minutes. Trustee Elder moved to approve the draft minutes of the Special Meeting of January 23, 2018, as amended. Trustee Hughes seconded the motion.

AYES: Trustees Elder, Ripani, Stifflear, Hughes, Posthuma and Byrnes

NAYS: None ABSTAIN: None ABSENT: None

Motion carried.

CITIZENS' PETITIONS

None.

VILLAGE PRESIDENT'S REPORT

None.

APPOINTMENTS TO BOARDS AND COMMISSIONS

a) Mr. William Haarlow to the Historic Preservation Commission

President Cauley asked for a motion to approve the appointment of Mr. William Haarlow to the Historic Preservation Commission through April 30, 2019, to complete the unexpired term of Mr. Tom Willett.

Trustee Elder moved to Approve the appointment to the Historic Preservation Commission, as recommended by the Village President. Trustee Ripani seconded the motion.

AYES: Trustees Elder, Ripani, Stifflear, Hughes, Posthuma and Byrnes

NAYS: None ABSTAIN: None ABSENT: None

Motion carried.

FIRST READINGS - INTRODUCTION**

Zoning & Public Safety (Chair Stifflear)

a) Approve a text amendment to Section 6-106 ("Special Uses"), to allow automobile driving instruction as a Special Use in O-2 Limited Office Zoning Districts, and concurrent Special Use Permit for Responsible Driver at 7. N. Grant Street, in the lower level (Discussion Item - October 3, 2017)

Trustee Stifflear introduced the item stating that in November 2017, the Village Board referred this matter to the Plan Commission for public hearing, asking that one parking space be required for every 250' square feet of office space, and be classified as a special use. At the January 10th Plan Commission public hearing, the owner requested a bike rack for students. The Plan Commission unanimously approved the matter. Trustee Stifflear noted this request is consistent with other special uses not captured in the code.

Mr. Bryan Kearney, owner of Responsible Driver, addressed the Board stating that six parking spots are guaranteed, there are 11 parking spaces total, but the owner may use some several hours a week. He added that State law requires classes be completed by 9:00 p.m.

The Board agreed to move this item forward for a second reading at their next meeting.

b) Approve a text amendment to Section 5-105 ("Special Uses"), to allow automobile driving instruction as a Special Use in B-1 Community Business Zoning Districts, but not on the first floor, and concurrent Special Use Permit for Responsible Driver at 1 Grant Square, on the second floor (Discussion Item - October 3, 2017)

Trustee Stifflear introduced the item, stating it was essentially the same as the previous item, except this item excludes having this type of business on the first floor. This matter was reviewed with the same Plan Commission schedule as the previous item, the bike rack was included, and also received unanimous approval.

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Mr. Peter Coules, attorney representing the applicant, addressed the Board adding there will be four dedicated parking spaces.

The Board agreed to move this item forward for a second reading at their next meeting.

CONSENT AGENDA

Administration & Community Affairs (Chair Hughes)

a) Trustee Stifflear moved Approval and payment of the accounts payable for the period of January 24, 2018 to February 6, 2018, in the aggregate amount of \$947,107.35 as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk. Trustee Posthuma seconded the motion.

AYES: Trustees Elder, Ripani, Stifflear, Hughes, Posthuma and Byrnes

NAYS: None ABSTAIN: None ABSENT: None

Motion carried.

SECOND READINGS / NON-CONSENT AGENDA – ADOPTION

Zoning & Public Safety (Chair Stifflear)

a) Approve an Ordinance approving Lot Size and Lot Width Variations from Section 3-110 of the Village of Hinsdale Zoning Ordinance at 640 Mills Street, Hinsdale, IL – Case Number V-07-17 (First Reading – January 23, 2018)

President Cauley introduced the item and reviewed the requested variation which is to subdivide the subject property into two non-conforming lots of 7,500 square feet instead of 10,000' square feet and a 60' foot frontage instead of a 70' foot frontage. The Zoning Board of Appeals (ZBA) unanimously approved the request, but it is beyond their authority to grant final approval, therefore the matter comes to the Village Board for final approval. Mr. Norman Chimenti, attorney representing Paul & Vida Chenier, addressed the Board. He explained that President Cauley had asked him to address why the Mills case is

He explained that President Cauley had asked him to address why the Mills case is different than the recent 435 Woodside request, and to specifically address how the facts relevant to granting this variance differ from that matter. Mr. Chimenti said he will limit his remarks to this request, but he and Ms. Chenier will be happy to answer any questions the Board may have. He also explained that he would not comment on the ZBA conclusions regarding 435 Woodside, as it is not his place. Of course, regarding this case, the findings of ZBA are correct, and they believe the standards for granting the variance were properly applied by the ZBA and they reached the proper conclusion.

Mr. Chimenti presented the factual differences between these matters as follows:

Number 1: He believes 640 Mills fully complies with the legal non-conforming standards of Village Code §10-105 as it exists with no further action on their part. By contrast, the Woodside property would require re-platting to consolidate two parcels into a 'new' south lot. The rear lot line would need to be redrawn to add an additional 3,000' square feet to the south lot, and a portion of the structure located on the south lot must be relocated or demolished. All of these actions must be taken before the property can be granted a

variance as a legal non-conforming lot. The property at 640 Mills already meets the standards of a legal non-conforming lot as it was platted in 1929. Trustee Stifflear pointed out that there was a house that straddled the lot, similar to Woodside, but that it had been demolished. Mr. Chimenti said the standards permit removal of the structure, but no structure has to be removed at the present time. The effect of the house straddling the lot line puts the house in the category of a single zoning lot, even though the house is gone. This analysis is also found in the Village Attorney's memo that is part of the record.

President Cauley commented this was not a consideration for denial for the Board, to which Mr. Chimenti responded he is just pointing this out because there is no longer a structure on the property, and a bare bones reading of the criteria for a legal non-conforming lot are met. This is not the case with the Woodside south lot; it can be remedied, but it is not currently a legal non-conforming lot.

Number 2: Mr. Chimenti pointed out that in the R1 District there is a 30,000' square foot lot size minimum. The proposed Woodside south lot would be 17,000' square feet, adding the 3,000' square feet borrowed from the north lot, results in a 10,000' square foot deficit to the required lot size. The Mills property is located in the R4 District and they are asking for a 2,500' square foot variance. The request of the variance on Woodside is larger than the entire size of the Mills lot.

Number 3: Mr. Chimenti believes many of the lots in the Woodside area are significantly larger than the 435 Woodside property, as it presently exists. The Chenier's lot is exactly the same size as every other interior lot in their neighborhood; by allowing a comparable smaller lot at 435 Woodside, it would not be in character with the neighborhood. On Mills, an approval would put that lot in exact conformity with all the other lots in the neighborhood. If you do not permit the Mills variance, the property will be twice the size of any other, and not in conformity with the neighborhood.

Number 4: Mr. Chimenti stated that 100% of Chenier's neighbors support granting the variance. There was substantial neighbor opposition to the Woodside variance. Rather than questioning the motives of the neighbor in either case, Mr. Chimenti hopes the Board finds this difference significant. Trustee Elder believes there is a neighbor who does not consent, but they are not present this evening. Mr. Chimenti withdraws the 100%, adding they were not aware of any objection. Nevertheless, they believe this is a relevant consideration for the Mills case as it was for Woodside.

Number 5: Mr. Chimenti reminded the Board of the applicant and neighbors debate of the market value of the Woodside property, and related issues, were prominent in the discussion of that variance. On the other hand, the Mills property faces a tollway acoustical wall, and there is a chance the tollway will expand to the west. This results in a significant difference in the two applications. There is no debate about the worth of the Mills property. Number 6: Mr. Chimenti asked the Board to assume for the sake of discussion, none of the rationale for seeking a variation on Woodside was economically motivated. We know an application for variance cannot be granted for personal gain, nevertheless, the grant of a variation at 435 Woodside would have resulted in a beneficial economic impact for the applicant. Contrast this with Mills property. Granting the variance would have zero economic benefit to the applicant. President Cauley suggested two homes on Mills would likely be worth more than one. However, Mr. Chimenti said at that location and under these circumstances, he would not draw that conclusion. He believes the likelihood of anyone putting a house on the second lot other than Chenier's son may be nil, and the granting of the variance is not likely to create any greater market value.

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President Cauley said the Woodside applicant said it was to his economic detriment to subdivide, it was not a foregone conclusion from the applicant's point of view, that to subdivide would be economically advantageous. Mr. Chimenti responded he is not questioning the argument, or the conclusions, simply pointing out a significant difference of economic circumstances as a material difference in the applications.

Number 7: With respect to timing, Mr. Chimenti said when the ZBA made the Mills decision, it was fully aware of the Board action regarding Woodside, and the reason for that action. Mr. Chimenti referred to in the ZBA Findings and Recommendations in the 640 Mills case, wherein they distinguish between the facts in each case, and conclude the Cheniers met all standards, notwithstanding the Village Board rejection on Woodside.

Number 8: Following the public hearing for Woodside, Mr. Chimenti stated the Board was informed of another remedy for the applicant other than a zoning variation, because a group of buyers would acquire the lot as is and preserve the Zook house. That option doesn't exist for the Cheniers; they have no buyer, their only remedy is for the Village to allow their son to build on the property. President Cauley suggested a possible remedy might be to add on to the existing house for the son. Mr. Chimenti does not believe it is a fair or realistic alternative to require the son's family to share a home instead of having their own residence; and concludes there is no buyer for this property.

In response to a question from the Board, Ms. Chenier addressed the Board and stated that she purchased the property as two lots, and the former owner had some interest in building on the second lot, but she and her husband did not want to do this. Discussion followed regarding the federal court appeal of Mr. Bernard, the former owner, filed in 2006 regarding the subdividing of the property which followed the Chenier's purchase of the property from him. Mr. Chimenti said they can't explain that, and there are no records, but it is reasonable to assume the Cheniers would have no knowledge of this activity. He added that as far as the County recorder's office is concerned, these are still two lots, and no amendment to the record exists that a title company or anyone could see to indicate otherwise.

Number 9: Mr. Chimenti pointed out that as it was stated to the ZBA, that because of Mrs. Chenier's health issues, which her physician has certified to the ZBA, it would be extremely beneficial if her family were close by to watch her and help her on a daily basis. The Village has long honored the legal principal that Americans with Disabilities Act (ADA) considerations take precedence over Village code.

President Cauley said if this is moving from a variance request to an ADA request, it is a completely different issue. Mr. Chimenti pointed out it is a difference between the two applications, and there is a possibility the ADA would apply. President Cauley doesn't want to take a vote on this variance if ADA considerations are being introduced, as they have not been analyzed by this Board. Mr. Chimenti agreed to save that argument for another time. *Number 10*: Mr. Chimenti explained the Cheniers sought an interpretation of the single property for zoning purposes provisions of the code, the legal non-conforming overlay. The opinion was rendered to the effect that the only way available to them to cause the vacant lot to become buildable was to apply for a zoning variation. The applicant was guided by the direction of the Village attorney and the Village Board to proceed with a variation application. That is a feature of the application that is different than the Woodside application.

Mr. Chimenti pointed out that some Board members have struggled with the not self-created standard; in his opinion that standard refers to the unique conditions of the property that creates hardship, not the action of the applicant or a prior property owner. Discussion followed regarding 'constructive knowledge' and whether there is any obligation on the part of someone who buys a property to find out if there is any outstanding issue regarding the property. Mr. Chimenti stated he knows of no ordinance, no statute, no court decision or rule of law that places a duty on the applicant as described. President Cauley said if someone buys a property knowing the property couldn't be subdivided, you can't meet the self-created test.

It was clarified that there was an error in the ZBA application inasmuch as it states the applicant purchased the subject property in anticipation of dividing the property for their son to build a home on the second lot. Mrs. Chenier assured the Board she and her husband did not buy the property with the intention of selling it to their son, as her children were in grammar school when the home was purchased; there is an error in the application and it is badly phrased.

Mr. Chimenti mentioned one other feature of the zoning code that may be relevant. The Woodside case and the Mills case are before the Village Board because the requested variances are greater than 10%, and the Board correctly pointed out these cases involve the same zoning code provisions. However, the ZBA has heard other variation cases involving the same code provisions, those being single zoning lot provisions and legal non-conforming lot provisions. These are not the only two cases decided by the ZBA. Two others have been granted, one at 26 East Sixth Street, and another on Phillippa. He mentions these not because the facts are the same as Woodside or Mills, but only to emphasize the ZBA has wrestled with this issue and the anomalies of the code on prior occasions, and ruled to grant the variations based on the seven standards in the code that must be met. This applicant contends that the standards were met, and considering the significant factual differences between their case and the Woodside case, they hope the Board will feel comfortable in deciding in favor of the applicant in this case.

Trustee Elder asked Mr. Chimenti to clarify the not merely special privilege standard. Mr. Chimenti explained that all over the Village people are allowed to develop on legal non-conforming lots that have 60' foot frontages, to say that years ago a home crossed the lot line, had nothing to do with the Cheniers. His client is only asking to do what other people do on these types of lots. President Cauley believes the real question is whether they have lots that can be divided, or was there a house on both lots; only the lots that are analyzed by this standard should be relevant.

Trustee Ripani said he looked at the ZBA record on this specific case, irrespective of the outcome of the Woodside case. Mr. Chimenti explained there is no precedential value in these cases, and all must stand on their own merits. Trustee Ripani referenced the not a special privilege discussion in the ZBA transcript, the evidence he sees is they want to restore the lot to its original buildability. Mr. Chimenti doesn't know if there are any other factors relevant to this issue in the record; and does not believe someone is asking for something special if it is restored to its original state. Trustee Ripani also questioned the standard of whether the request is consistent with the code plan and purposes. Is not the purpose of the code that the properties in town be less dense? Mr. Chimenti countered

that density is a bulk regulation, not the buildability of lots or if they should be legislated to be vacant, density has always been related to a scale of development with structures too large. President Cauley said he agrees the drafters of the 1988 code did not want any more non-conforming lots. The drafters of the 1988 code did not say that legal non-conforming lots that currently exist cannot be built on, but they did not want to create any additional lots smaller than the standards they set forth. Mr. Chimenti believes the framers of the code did not say that legal non-conforming lots that currently exist should not be built on because it would add to density. Trustee Ripani offered that a possible remedy could be that a family member stay with Mrs. Chenier when her husband is out of town; this may not be desirable or convenient, but it is still a remedy.

There being no further comments or questions, President Cauley asked for a motion.

Trustee Byrnes moved to Approve an Ordinance approving Lot Size and Lot Width Variations from Section 3-110 of the Village of Hinsdale Zoning Ordinance at 640 Mills Street, Hinsdale, IL – Case Number V-07-17. Trustee Elder seconded the motion.

Trustee Elder began discussion stating that he originally was against this, but has been persuaded because it has been definitively stated the application incorrectly stated the intention has always been to subdivide the property; with respect to special privilege, if he voted the same on another case like this one, it wouldn't be a special privilege. He also commented that 'remedy' in this case is not about Ms. Chenier's care, but about alternatives to how to build another house on the property. Trustee Ripani feels the applicant knew what the issues were when they purchased the property, and although their personal circumstances have changed, these circumstances are not contemplated by the code. Trustee Stifflear had no comment. Trustee Hughes said he cannot support this request. The code intentionally addresses the single zoning lot provisions, and therefore he cannot dispense with this standard. He believes these types of issues were considered in 1988, the plan was to arrive at lots of a desirable size. With respect to the standards, he doesn't believe this lot is a unique physical condition; it seems to him there is a lot of circular logic to get to the end result of two homes next to each other. The physical condition is really about the lot, this is a flat rectangle; arguments about the sound wall and the Tollway, are about value. Trustee Posthuma is troubled by the idea that a developer could tear down a house, and that a homeowner could then build something the developer could not. He believes this is an unwanted precedence. Trustee Byrnes commented that the not self-created standard applies because these homeowners did not know about this condition. He believes the Woodside case and this one are entirely different, the Zook house defines that area, but he does not believe that if a home were built on the Mills property anyone would notice a difference.

President Cauley asked for a roll call vote.

AYES: Trustees Elder and Byrnes

NAYS: Trustees Ripani, Hughes and Posthuma

ABSTAIN: Trustee Stifflear

ABSENT: None

Motion denied.

b) Approve an Ordinance Approving a Site Plan and Exterior Appearance Plan for Redevelopment for an Auto Dealership – Bill Jacobs Land Rover – 336 E. Ogden Avenue (First Reading – January 23, 2018)

Trustee Stifflear introduced the second reading to approve a site plan and exterior appearance for the new Landrover dealership, and recapped the specifications of the proposed building, noting an auto dealership is a permitted use in the B3 district. By way of background, Trustee Stifflear explained that in December 2016, the Village of Hinsdale and Landrover entered into a sales tax revenue and sharing agreement. This would ensure Landrover, one of Hinsdale's largest sales tax generators, would remain in the Village, and the Village would have a base amount of sales tax revenue going forward. He further outlined the public hearings and neighborhood meetings that addressed the issues with respect to the relocation of Landrover. In his opinion, the biggest change was to move all south facing doors to the east side to mitigate noise for the neighbors. Commission unanimously recommended site plan and exterior appearance, but with instructions for further discussion regarding the perimeter fence, landscaping and lighting. Since the first reading at the Village Board meeting, a compromise has been reached between Landrover, neighbors and the Village with respect to these issues. Regarding the fencing, Landrover will pay the full cost of \$168,000 for installation of a stone or pre-cast concrete eight foot fence, however, the Village will forgo \$50,000 of shared sales tax revenue above the base amount. This will not create a liability for the Village or require any payments be made from Village funds to Landrover or a fence vendor.

Trustee Stifflear moved to Approve an Ordinance Approving a Site Plan and Exterior Appearance Plan for Redevelopment for an Auto Dealership – Bill Jacobs Land Rover – 336 E. Ogden Avenue. Trustee Elder seconded the motion.

AYES: Trustees Elder, Ripani, Stifflear, Hughes, Posthuma and Byrnes

NAYS: None ABSTAIN: None ABSENT: None

Motion carried.

President Cauley added it is important to bring commercial enterprises into the Village, but also be sensitive to the concerns of residents. He said the Village needs revenue, and the goal of the Board is to reach a compromise between the parties.

Michael Stick of 802 Franklin, addressed the Board stating this has been a long process, but he appreciates Landrover listening to residents, and the Board and staff for bringing the parties together.

Trustee Stifflear recognized the amount of work staff did to bring the parties together.

DISCUSSION ITEMS

a) Refuse, recycling and yard waste contract

Trustee Byrnes introduced the item which is a recommendation to retain Republic Services, the current waste hauler. He added people are satisfied with their performance, and outlined the cost reductions that are included in the proposed contract. There will be a 39% reduction in cost if people elect curbside pickup, a 45% senior discount and no increase in sticker He said Ms. Emily Wagner, Ms. Jean Bueche and staff did a tremendous job negotiating this contract. Ms. Wagner addressed the Board, and thanked Ms. Bueche and Director of Public Services George Peluso for their efforts. Last fall, staff received Board approval to go ahead with a formal bidding process, which hadn't happened since 2007. Additionally, staff conducted a survey of residents regarding their satisfaction with garbage related issues. The new contract is driven by those responses, and is a five year contract with the option to renew for three single years. The current contract expires in April, but staff would like to extend that contract to October 31st and have the new contract take effect on November 1st. This will ensure ample time for residents to make an informed decision. Currently, all service is for back door service, and the survey indicated that people would like to have a curbside option and save money. It has been observed that people are already taking their garbage to the curb, but Ms. Wagner confirmed that all residents are paying for back door service. It was noted the three one year renewals would be a different cost structure, and costs would be renegotiated at that time. She noted the packet provided to the Board includes comparison cost information, for example current back door pickup is \$32.28/per month; if a resident opted for curbside pickup the monthly charge would drop to \$19.60/per month. One of the other key features of the contract is recycling pick up. The survey indicated residents would like a larger toter. Currently, these have a 65 gallon capacity, but in the spring of 2019 residents will be provided a 95 gallon toter. The contractor recommended waiting until 2019 for this improvement because there will be lots of changes. and residents might be overwhelmed with another change. It was noted the default service is back door pick up, and President Cauley suggested flipping this. Ms. Wagner said staff will look into this, but the contractor had suggested this default because of the long-standing history of back door pickup in Hinsdale. Ms. Wagner explained the timeline would be to have first and second readings at the next two Board meetings, and work with the contractor to provide public information, and send a mailer to every household.

Trustee Byrnes noted there is a small 8% increase to residents who opt to stay with back door pickup, and President Cauley added that the senior discount might make this a net zero as he believes most back door users are seniors. It was pointed out the senior discount is only applicable to curbside pickup, but staff will revisit this based on Board feedback.

b) Online vehicle sticker program

Village Manager Gargano announced that on March 1st residents, for the first time, will be able to purchase their vehicle stickers on line. Staff is happy to be able to accommodate this resident request.

c) Community Pool private lesson pay rate

Superintendent of Parks & Recreation Heather Bereckis addressed the Board and explained staff is asking for an additional dollar per hour paid to staff that teach private swim lessons. These staff members are required to take additional training to teach private lessons. Compared to other communities, Hinsdale charges more for the lessons, but pays staff less. Raising the pay to \$10.00/per hour would be more equivalent to other communities. Trustee Hughes suggested a tiered pay in the future, based on longevity and consumer feedback.

Village Board of Trustees Meeting of February 6, 2018 Page 10 of 11

This might help with retaining quality instructors. Ms. Bereckis agreed, stating that type of tiered pay scale is already being used for lifeguards. The Board expressed no objections to the increase in pay for private lesson instructors.

d) Update on proposed I-294 Tollway expansion

President Cauley said there is nothing new to report at this time.

e) District 181 update

Village Manager Gargano reported staff, the Village Attorney, Trustee Byrnes and President Cauley continue to work through elements of the Intergovernmental Agreement (IGA) with the school district and hope to have a final document within the next few weeks.

DEPARTMENT AND STAFF REPORTS

- a) Treasurers Report
- b) Community Development
- c) Parks & Recreation
- d) Economic Development

The report(s) listed above were provided to the Board. There were no additional questions regarding the content of the department and staff reports.

REPORTS FROM ADVISORY BOARDS AND COMMISSIONS					
No reports.					
	OTHER BUSINESS				
None.					
	NEW BUSINESS				
None.					
	CITIZENS' DETITIONS				

CITIZENS' PETITIONS

Ms. Vida Chenier of 640 Mills Street addressed the Board and stated she is very disappointed with the outcome tonight regarding her variation request. She stated that President Cauley told her at a Village meeting that she would not need an attorney and should bring this to the Board. She feels disappointed and let down, and asked why the Village has a ZBA if they can't make these decisions. She believes she did not get any help through this difficult process from anyone in the Village.

TRUSTEE COMMENTS

None.

ADJOURNMENT

There being no further business before the Board, President Cauley asked for a motion to adjourn into Closed Session. Trustee Hughes moved to adjourn the regularly scheduled meeting of the Hinsdale Village Board of Trustees of February 6, 2018 into closed session under 5 ILCS 120/2(c)(11) Litigation, filed or pending before a court or administrative tribunal or when an action is probable or imminent, and not to reconvene. Trustee Elder seconded the motion.

AYES: Trustees Elder, Ripani, Stifflear, Hughes, Posthuma and Byrnes NAYS: None ABSTAIN: None ABSENT: None
Motion carried.
Meeting adjourned at 9:30 p.m.
ATTEST: Christine M. Bruton, Village Clerk

VILLAGE OF HINSDALE VILLAGE BOARD OF TRUSTEES MINUTES OF THE SPECIAL MEETING February 15, 2018

The specially scheduled meeting of the Hinsdale Village Board of Trustees was called to order by Village President Tom Cauley in Memorial Hall of the Memorial Building on Thursday, February 15, 2018 at 7:30 p.m., roll call was taken.

Present: Trustees Christopher Elder, Michael Ripani, Luke Stifflear, Gerald J. Hughes (electronic attendance), Matthew Posthuma, Neale Byrnes and President Tom Cauley

Absent: None

Also Present: Village Manager Kathleen A. Gargano (arrived at 7:43 p.m.), Village Attorney Lance Malina, Assistant Village Manager/Finance Director Darrell Langlois, Assistant Village Manager/Director of Public Safety Brad Bloom, Police Chief Brian King, Fire Chief John Giannelli, Director of Public Services George Peluso, Director of Community Development/Building Commissioner Robb McGinnis, Village Planner Chan Yu and Village Clerk Christine Bruton

PLEDGE OF ALLEGIANCE

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

APPROVAL OF MINUTES

a) Regular Meeting of February 6, 2018

President Cauley asked that more detail be included in the minutes for the Trustees comments on the item regarding 640 Mills Street. Clerk Bruton will revisit the video recording for these comments, and resubmit the minutes for approval at the next meeting of the Village Board.

CITIZENS' PETITIONS

N	0	n	Р

VILLAGE PRESIDENT'S REPORT

None.

FIRST READINGS - INTRODUCTION**

Administration & Community Affairs (Chair Hughes)

a) Approve a street closure on Chicago Avenue and Burlington Drive from Washington Street to Garfield Street on the following Sundays: June 17, 2018, August 12, 2018 and October 7, 2018 for a Fuelfed coffee and classic car event

Trustee Elder introduced the item which is an approval for three events this year. These are open to the public, the Board approved two last year and they were well received. He added that there was discussion last year on the fact that these are technically for profit events, but the organization attempts to operate as a non-profit. The Board had expressed concern about this last year. Ms. Lorraine Hughes, Vice-President of Fuelfed, Inc. addressed the Board and explained that they are technically an S corporation because of operations and costs, however, their only revenues are membership dues and are used to operate the club.

Trustee Byrnes noted one of the dates is Father's Day, but there is no anticipated conflict. The Board agreed to move this item forward to the consent agenda of their next meeting.

Environment and Public Service (Chair Byrnes)

b) Approval and agreement with Wight and Company to provide design and construction management services to build a parking deck per the terms of the contract for a cost not to exceed \$1,058,653

Trustee Byrnes introduced the item noting this is a significant project for the Village. District 181 contracted Cordigan Clark and Bulley and Andrews as their architect and contractor, respectively. In order to provide the Village with greater cost control and accountability, the Village has contracted their own firms. They have theirs for the school; the Village has theirs for the deck. He noted that Mr. John Doherty, the Village's owner representative has been invaluable through this process. The Village Attorney and Mr. Doherty have fully reviewed the materials, and Wight is the clear choice. Wight's proposal was within the budget provided by the Concord Group, who reviewed the parking deck budget.

The Board agreed to move this item forward for a second reading at their next meeting.

c) Approve an Intergovernmental Agreement (IGA) between the Village of Hinsdale and Community Consolidated District 181, for the construction and maintenance of a parking deck

Trustee Byrnes introduced the item and explained this agreement defines the responsibility of the Village and the school with respect to the parking deck and the new school, and related costs. District 181 was going to build an asphalt surface lot, but with the proposal of the deck any additional cost above that of the surface lot would fall to the Village. The original estimate for the surface lot was underbid at \$1,308,000; a more accurate cost is \$2,200,000, therefore, the Village would pay an additional \$901,000 for the difference. The agreement addresses the condition of the site following school construction, it must be construction ready. It is anticipated it will be turned over to the Village on approximately February 25, 2019; the Village has six months to complete the deck. The agreement also addresses such things as school district activities, utilities, snow removal, maintenance, and security.

President Cauley added he has been a proponent of the parking deck, in part, because of resident complaints that there is insufficient parking available. This is a once in a lifetime opportunity to solve the parking problems. Additionally, it is not completely underground, because of the slope on Garfield, will not be unsightly, and is close to the central business district. The original middle school project called for the elimination of 50 parking spaces; it was important not to lose these. The useful life of the deck is 40 years; this agreement addresses the financial arrangements for the next 20 years, to be revised at the conclusion of that time period. There will be 133 spots on the upper level for school use, and 186 on the lower level for Village use. District 181 will pay the Village annually \$143/per spot for maintenance of the upper deck. The agreement clarifies the requirements relative to the condition of the site when it is handed off to the Village.

Ms. Gargano said the school will approve this agreement on February 26th; final approval by the Village Board will be March 5th or 6th.

The Board agreed to move this item forward for a second reading at their next meeting.

Zoning and Public Safety (Chair Stifflear)

d) Approve an Ordinance Approving Withdrawal of an Historic Landmark Designation for 244 East First Street – HPC Case No. 10-2017

Trustee Stifflear introduced the item which relates to the withdrawal of a local landmark designation. This property is located in an R1 single family and Robbins Park historic district. The homeowner had the home landmarked in 2002, which was done voluntarily; they never took advantage of any tax freeze option. It is a significant home built by Shepley, Rutan and Coolidge and the only remaining example in Hinsdale. The Historic Preservation Commission (HPC) conducted a public hearing on this matter. It was stated the property taxes are \$40,000, and there is no mortgage. The applicants and their relatives want the home remodeled not torn down, and will not market it as a tear down. The real estate agent reported the reasons they have lost buyers.

Following deliberation, the HPC voted 4-1 to deny the homeowners request, there was one abstention and one absent. They were sympathetic to the applicant, but did not believe the home was marketed to the fullest extent, as it is listed privately, nor did the homeowner submit any financial information to prove financial hardship. Trustee Stifflear commented that the code does not define or address health conditions or financial hardship, but he believes the Furey's should be taken at their word for the hardship.

Mr. Bob Schultz, 733 S. Grant Street, addressed the Board stating the Fureys cannot be here tonight, but there is a letter in the Board packet from Mr. Furey explaining their situation and his intention to keep the house from being torn down, and a letter has been provided by their attorney to attest to the financial situation. The HPC was concerned about other property the Furey's own. Mr. Schultz clarified they are the 1/7th owner of a house in Wisconsin, and own an old family farm in Pennsylvania. He addressed the marketing of the property stating that they have listed privately because the home would not be available for house walks or open houses because of Mrs. Furey's health. He pointed out that there are 59 homes listed in Hinsdale on the private network. Although they are not on such websites as Zillow, any real estate agent should know to check the private network. There has been no discussion with potential buyers about tearing down the home. The home is approximately 5,000' square feet, very few upgrades have been made and will require a major rehab which is why buyers are cautious. Mr. Schultz said

they need to sell the home; Mrs. Furey is very ill, and they need to find something more suitable for her care. It costs about \$8,000/per month to keep the house going, they are anxious to move on, and the hardship keeps growing the longer they have to wait. He described the delays since the matter was brought to the Village in October 2017. He asked the Board if they could waive a second reading on this matter.

Mr. Schultz elaborated on the benefits of listing on the private market, stating it doesn't accumulate time, so it doesn't look like a home has been around too long. He also indicated that removing the landmarking would give a buyer some flexibility in terms of cost effective materials for exterior renovation.

Ms. Anne Furey Schultz clarified that their family is absolutely committed to doing whatever the can to assure the house is not torn down, but any stipulations attached to the home will force them to take much less than the house is worth. Mr. Schultz added the home is being sold 'as is'.

Trustee Hughes apologized for the lengthy process, and stated he is in support of removing the designation. He believes there are two steps to evaluate this matter; the provisions of the code for standards to remove the landmark status, and other facts for the Board to exercise their judgment. The code addresses financial hardship, which was included for circumstances such as this. He, too, believes the Board should take residents at their word with respect to financial hardship, to preserve privacy. The Furey situation passes the test in terms of the code. This has been bumped to the Board because of what is at stake with the home; the Board wants to protect and preserve this home. It is worth talking about a provision to prevent a tear down.

Discussion followed regarding possible restrictions to prevent tearing down the home, but Mr. Schultz expressed concern that with any cloud on the title, buyers will be reluctant. He believes there would be incentive to the next buyer to re-landmark the property because of the tax advantages.

President Cauley said he believes the Board intends not to hold the Fureys to the landmarking, but wants to consider ways to preserve the house. Mr. Schultz pointed out that the home is in a preservation district, and an owner would have to go to the Historic Preservation Commission for a demolition permit. Mr. Malina added that because the program is the Village's own, the Village can remove or not remove, or completely or partially lift the landmark status.

Trustee Stifflear added we have a common interest to preserve the house. He acknowledged an older home takes longer to market. He believes if the Board doesn't try to save the house, they are wasting their time with historic preservation. He added the Board approved a brick paver street in this area, which is a value to residents on this street. He suggested some type of covenant to prevent a tear down for a period of time, or a restriction to keep 75% of the walls, or a benefit beyond taxes, such as floor area ratio (FAR) relief.

The Board agreed to move this item forward for a second reading at their next meeting.

CONSENT AGENDA

<u>Administration & Community Affairs (Chair Hughes)</u>

a) Trustee Ripani moved Approval and payment of the accounts payable for the period of February 7, 2018 to February 15, 2018, in the aggregate amount of \$695,746.48 as set

forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk. Trustee Elder seconded the motion.

AYES: Trustees Elder, Ripani, Stifflear, Hughes, Posthuma and Byrnes

NAYS: None ABSTAIN: None ABSENT: None

Motion carried.

The following items were approved by omnibus vote:

Environment and Public Service (Chair Brynes)

- b) Award Extension of Contract #1582 for Tree Pruning to Trees R Us, Inc., in an amount not to exceed \$73,906
- c) Award Extension of Contract #1624 for Landscape Maintenance Services to A&B Landscaping and Tree Service, Inc., in an amount not to exceed \$135,145

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

AYES: Trustees Elder, Ripani, Stifflear, Hughes, Posthuma and Byrnes

NAYS: None ABSTAIN: None ABSENT: None

Motion carried.

SECOND READINGS / NON-CONSENT AGENDA – ADOPTION

Administration & Community Affairs (Chair Hughes)

a) Approve the FY2018-19 through FY2022-23 Capital Improvement Plan (CIP) (First Reading – Committee of the Whole January 9, 2018)

Trustee Elder introduced the item and explained the joint meeting between the Committee of the Whole and the Finance Commission was the first reading on the CIP. Department heads walked the Board through proposed capital expenditures. He noted that Village Board approval is still required for all items that exceed \$20,000. Assistant Village Manager/Finance Director Darrell Langlois added these items will be included in the draft budget and executed next year.

Trustee Elder moved to Approve the FY2018-19 through FY2022-23 Capital Improvement Plan (CIP). Trustee Byrnes seconded the motion.

AYES: Trustees Elder, Ripani, Stifflear, Hughes, Posthuma and Byrnes

NAYS: None ABSTAIN: None ABSENT: None Motion carried.

Zoning & Public Safety (Chair Stifflear)

b) Approve an Ordinance amending Section 6-106 ("Special Uses") of the Hinsdale Zoning Code to allow Automobile Driving Instruction as a Special Use in the O-2 Limited Office Zoning District; and

Approve an Ordinance approving a special use permit for the provision of Automobile Driving Instruction Services in the O-2 Limited Office Zoning District at 7 N. Grant Street – Responsible Driver (First Reading – February 6, 2018)

Trustee Stifflear introduced the item. In November 2017, the Village Board referred this matter to the Plan Commission for a public hearing. The hearing was held on January 10, 2018, and was approved by a unanimous vote of 8-0. The first reading by the Village Board was February 6, 2018, and there were no additional questions from the Board or input from residents.

Trustee Elder moved to Approve an Ordinance amending Section 6-106 ("Special Uses") of the Hinsdale Zoning Code to allow Automobile Driving Instruction as a Special Use in the O-2 Limited Office Zoning District; and Approve an Ordinance approving a special use permit for the provision of Automobile Driving Instruction Services in the O-2 Limited Office Zoning District at 7 N. Grant Street – Responsible Driver. Trustee Posthuma seconded the motion.

AYES: Trustees Elder, Ripani, Stifflear, Hughes, Posthuma and Byrnes

NAYS: None ABSTAIN: None ABSENT: None

Motion carried.

c) Approve an Ordinance Amending Section 5-105 ("Special Uses") of the Hinsdale Zoning Code to Allow Automobile Driving Instruction as a Special Use in the B-1 Community Business Zoning District; and

Approve an Ordinance approving a special use permit for the provision of Automobile Driving Instruction Services in the B-1 Community Business Zoning District at 1 Grant Square – Top Driver (First Reading – February 6, 2018)

Trustee Stifflear introduced the item which is like the previous item, but this one is located in the B-1 District, and excludes the first floor of the building. He recapped the approval process and noted there were no additional questions at the first reading.

Trustee Stifflear moved to Approve an Ordinance Amending Section 5-105 ("Special Uses") of the Hinsdale Zoning Code to Allow Automobile Driving Instruction as a Special Use in the B-1 Community Business Zoning District; and Approve an Ordinance approving a special use permit for the provision of Automobile Driving Instruction Services in the B-1 Community Business Zoning District at 1 Grant Square – Top Driver. Trustee Elder seconded the motion.

AYES: Trustees Elder, Ripani, Stifflear, Hughes, Posthuma and Byrnes

NAYS: None ABSTAIN: None

Village Board of Trustees Special Meeting of February 15, 2018 Page 7 of 8

ABSENT: None

Motion carried.

DISCUSSION ITEMS

a) Update on proposed I-294 Tollway expansion

President Cauley stated there is nothing new to report on the Tollway expansion

DEPARTMENT AND STAFF REPORTS

a) Fire

None.

The report(s) listed above were provided to the Board. There were no additional questions regarding the content of the department and staff reports.

REPORTS FROM ADVISORY BOARDS AND COMMISSIONS

No reports.	
	OTHER BUSINESS
None.	
	NEW BUSINESS
None.	
	CITIZENS' PETITIONS

TRUSTEE COMMENTS

President Cauley recognized the exceptional work of the Public Services department with respect to the 14' inches of snowfall last week. They worked 12 hour shifts for five nights and days. The Fire and Police Departments were also involved, making this a team effort. He recalled a couple of years ago during a snowstorm, when there were truck and plow break downs. The Board has since invested significant money in improved equipment, and it has paid off. A Combination of hard work and better equipment resulted in smooth snow removal. Village Manager Gargano added that one of the roadway supervisors stopped by her office to say thank you for the equipment. Staff is happy it was available, and are grateful for the Village's investment.

Village Board of Trustees Special Meeting of February 15, 2018 Page 8 of 8

ADJOURNMENT

There being no further business before the Board, President Cauley asked for a motion to adjourn. Trustee Elder moved to adjourn the specially scheduled meeting of the Hinsdale Village Board of Trustees of February 15, 2018. Trustee Byrnes seconded the motion.

AYES: Trustees Elder, Ripani, Stifflear, Hughes, Posthuma and Byrne NAYS: None ABSTAIN: None ABSENT: None	S
Motion carried.	
Meeting adjourned at 8:31 p.m.	
ATTEST: Christine M. Bruton, Village Clerk	



AGENDA ITEM # 60

Public Services & Engineering

AGENDA SECTION:

First Read - EPS

SUBJECT:

Speedway Request for a Highway Authority Agreement (HAA)

50 S. Garfield Avenue

MEETING DATE:

March 6, 2018

FROM:

Dan Deeter, PE Village Engineer

Recommended Motion

Approve a Highway Authority Agreement and Environmental Indemnity Agreement with Speedway, LLC for 50 S. Garfield Street.

Background

A leaking underground storage tank incident has been identified by the Illinois IEPA at 50 S. Garfield Street – the former site of a gas station owned by Speedway, LLC. Soil borings in and around the site have identified the extent of the underground contamination to portions of 50 S. Garfield Street and a portion of the S. Garfield Street right of way. The Village has previously reached a "Settlement Agreement and Release" in 2012 to address the cost impact of the contamination on construction during the 2010 S. Garfield Utility and Resurfacing Project.

Discussion & Recommendation

Under the IEPA's Tiered Approach to Corrective Action Objectives (TACO), a methodology for developing remediation objectives, IDOT developed a Highway Authority Agreement (HAA) as an acceptable alternative to removing and replacing all contaminated material. In summary, the limits of this contamination have been identified and are not expected to spread underground. Additionally, the use of the area is such that the contamination will not spread on the surface (that is, it has essentially been paved over). Therefore, a remediation alternative that is acceptable to the IEPA is to leave the contamination in place where it cannot impact the public. The HAA is a document created by IDOT formalizing the nature and extent of the contamination. The HAA also establishes criteria to prevent future spread of the contamination (for example: the Village agrees that no groundwater wells will be allowed within the adjacent right of way). The HAA does not preclude the Village from maintaining or constructing streets or utilities in the area. This can be done in a manner that protects the workers and the public.

Since the HAA was developed by IDOT, it does not address some municipal concerns. These are:

- 1. Indemnifying, holding harmless, and defending the Village against future claims;
- 2. Releasing the Village from liability; and
- 3. Reimbursing the Village for future costs due to the contamination migration into the Village right of way.



The accompanying Environmental Indemnity Agreement developed by Klein, Thorpe, & Jenkins, Ltd. addresses these issues.

The HAA and Environmental Indemnity Agreement resolve the liability and damage issues without going through an expensive and uncertain process of litigation similar to when the contamination was encountered during the last S. Garfield utility and resurfacing improvement. Both the HAA and the Environmental Indemnity Agreement have been reviewed by the Village's environmental consultant, Jim Huff of Huff & Huff, and IRMA. Mr. Huff and IRMA approved both agreements. Therefore, staff recommends approval of the Highway Authority Agreement and Environmental Indemnity Agreement.

Budget Impact

With the inclusion of the Environmental Indemnity Agreement, the HAA is budget neutral.

Village Board and/or Committee Action

N/A

Documents Attached

- 1. Klein, Thorpe, & Jenkins, Ltd. letter dated November 27, 2017
- 2. Highway Authority Agreement
- 3. Environmental Indemnity Agreement
- 4. Settlement Agreement and Release, dated November 7, 2012



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November 27, 2017

Ms. Kathleen A. Gargano Village Manager Village of Hinsdale 19 East Chicago Avenue Hinsdale, IL 60521

Re: Speedway Request for a Highway Authority Agreement

50 S. Garfield Avenue, Hinsdale, Illinois

Dear Kathleen:

Speedway LLC ("Speedway") is attempting to close an underground storage tank (UST) incident with the Illinois EPA. The incident is associated with a subsurface release of gasoline from USTs which appears to have migrated onto a Village right-of-way (Garfield Avenue).

Generally, the Village has two options pertaining to contamination beneath the roadways. One is to enter into a Highway Authority Agreement (HAA) with Speedway, which Speedway is asking the Village to do. A HAA would allow contamination under the roadway to remain in place. A HAA is commonly used when contamination has migrated off private property and under a Village highway or road. These agreements are not the invention of the companies asking for them, but rather, are the result of the Illinois Department of Transportation (IDOT) getting involved in the Tiered Approach to Corrective Action Objectives (TACO) rule change which required the Illinois Pollution Control Board to consider land use controls in determining risk to human health from contaminated soil and groundwater. As a result of IDOT's efforts, HAAs became one of the land use controls recognized in TACO, and IDOT has signed literally hundreds of them.

IDOT has its own HAA form but the amendment to the TACO regulations now requires that municipal HAAs submitted to the IEPA match the form and contain the same substance as the model HAA set forth in Appendix D of the regulations which provides in pertinent part as follows:

- 1. The identity of the owner or operator of the leaking underground storage tanks;
- 2. The owner of the property where the leaking underground storage tanks occurred;
- 3. That soil and/or groundwater contamination at the site exceeds Tier 1 Residential Remediation Objectives;
- 4. That the soil and groundwater contamination exceeding Tier 1 Residential Remediation Objectives extends or may extend under the right-of-way;

- 5. That the owner/operator or the property owner is conducting corrective action in response to the release;
- 6. That the parties desire to prevent groundwater beneath the right-of-way that exceeds Tier 1 Remediation Objectives from use as a supply of potable or domestic water and to limit access to soil within the right-of-way that exceeds Tier 1 Residential Remediation Objectives so human health and the environment are protected during any access;
- 7. A map that shows the site and surrounding area that delineates the current and estimated future extent of soil and groundwater contamination above applicable Tier 1 Residential Remediation Objectives as a result of the release is attached as an exhibit;
- 8. A table prepared by the owner/operator that lists each contaminant that exceeds the Remedial Objective as attached as an exhibit;
- 9. A map prepared by the owner showing the area of the HAA's right-of-way that is governed by the agreement is attached as an exhibit. The municipality stipulates it has jurisdiction over the right-of-way and that it gives sole control over the use of the groundwater and access to soil located within or beneath the right-of-way;
- 10. The municipality agrees to prohibit within the right-of-way all potable and domestic uses of groundwater exceeding Tier 1 Residential Remediation Objectives;
- 11. The municipality agrees to limit access by itself and others to soil within the right-ofway which exceeds Tier 1 Residential Remediation Objectives. Access will be allowed only if human health (including worker safety) and the environment are protected during and after any access. The municipality may construct, reconstruct, improve, repair, maintain and operate a highway or allow others to do so by permit (although the HAA does not specifically state that utilities can be in the right-of-way where a HAA is in place, it is presumed that existing and future utilities can be in such right-of-ways). In addition, the municipality and others using or working in the right-of-way under permit have the right to remove soil and groundwater from the right-of-way and dispose of the same in accordance with applicable environmental laws and regulations. The municipality agrees to issue all permits for the work in the right-of-way and make all existing permits for work in the right-of-way subject to the following or of substantially similar condition: "As a condition of this permit, the permitee shall request the office issuing this permit to identify sites in the right-ofway where a HAA governs access to soils and exceeds the Tier 1 Residential Remediation Objectives of 35 Ill.Adm. Code 742. The permitee shall take all measures necessary to protect human health (including worker safety) and the environment during and after any access to such soil.";

- 12. The IEPA shall be notified of any transfer of jurisdiction over the right-of-way at least 30 days prior to the date the transfer takes effect. This agreement shall be null and void upon the transfer unless the transferee agrees to be bound by this agreement as if the transferee were an original party to this agreement. The transferee's agreement to be bound by the terms of this agreement shall be memorialized at the time of transfer in a writing (rider) that references the HAA and is signed by the municipality or a subsequent transferor and the transferee. The HAA becomes effective on the date the agency issues a no further remediation determination for a release on the site. It remains in effect until the right-of-way is demonstrated to be suitable for unrestricted use and the agency issues a no further remediation letter determination to reflect there is no longer a need for this agreement or until the agreement is otherwise terminated or voided;
- 13. In addition to other remedies that may be available, the agency may bring suit to enforce the terms of this agreement or may, in its sole discretion, declare this agreement null and void if any of the parties or the transferee violates any of the terms of this agreement. The parties or transferees shall be notified in writing of any such declaration. The HAA becomes null and void if a court strikes down any part or provision of the HAA; and
- 14. The HAA supercedes any prior written or oral agreements or understandings between the parties on the subject matter addressed in the agreement and may be altered, modified or amended only upon the written consent and agreement of the parties. (It is unclear to me what this means as it is my understanding the agency will not accept any altered, modified or amended HAAs to act as an institutional control.)

The difficulty with the form HAA as required by the IEPA is that no input was ever asked for or given by municipalities, and the form HAA is troublesome to me in a number of different ways. Just by way of example, the IEPA form agreement does not contain many provisions that are important to municipalities, such as the indemnity and reimbursement provisions. In order to address the issues where the HAA does not go far enough to protect the interests of the Village, I have prepared a separate Environmental Indemnity Agreement which is structured to have the requester:

- a) indemnify, hold harmless and defend the Village against future claims;
- b) release the Village from liability; and
- c) reimburse the Village for its future costs in dealing with contamination should the Village excavate through contaminated soil in the right-of-way.

The long and the short of it is that a number of municipalities enter into HAAs if it makes technical sense to do so. From a legal standpoint, it resolves the liability and damage issues without going through the expensive and uncertain process of litigating against an alleged

Ms. Kathleen A. Gargano Page 4 November 27, 2017

polluter. In fact, through this process, the Village probably will get more (i.e., protection against future third party claims) than it ever would in a cost recovery action. The recovery of these costs was extremely difficult before the advent of HAAs as it was nearly impossible to prove where contamination in the right-of-way comes from.

The second option is to require Speedway to do a dig and haul of the contaminated soils in the right-of-way which Speedway may not be willing to do and may request of the IEPA that it make a determination that it is impractical under the TACO regulations to do so.

Jim Huff had previously reviewed this matter, and he has no problem with the requested HAA.

If you have any questions, comments or concerns regarding this matter, please do not hesitate to call me. If not, I would suggest that this matter be submitted to the Village Board for its consideration.

If the Village agrees to the Highway Authority Agreement, please take the steps necessary to have all originals properly executed by the Village of Hinsdale and return one of each agreement to me so that I can then forward it to Speedway.

Very truly yours,

KLEIN, THORPE & JENKINS, LTD.

Com Mall

Dennis G. Walsh

Enclosures

cc: Lance C. Malina, Esq.

HIGHWAY AUTHORITY AGREEMENT

This Agreement is entered into this ______ day of ______, 2017 pursuant to 35 Ill. Adm. Code 742.1020 by and between the (1) Speedway LLC ("Owner/ Operator") and (2) Village of Hinsdale ("Highway Authority"), collectively known as the "Parties."

WHEREAS, Speedway LLC is the owner or operator of one or more leaking underground storage tanks formerly located at 50 South Garfield Avenue, Hinsdale, IL ("the Site");

WHEREAS, as a result of one or more releases of contaminants at the above referenced Site ("the Release(s)"), soil and/or groundwater contamination at the Site exceeds the Tier 1 residential remediation objectives of 35 Ill. Adm. Code 742;

WHEREAS, the soil and/or groundwater contamination exceeding Tier 1 residential remediation objectives extends or may extend into the Highway Authority's right-of-way;

WHEREAS, the Owner/Operator or Property Owner is conducting corrective action in response to the Release(s);

WHEREAS, the Parties desire to prevent groundwater beneath the Highway Authority's right-of-way that exceeds Tier 1 remediation objectives from use as a supply of potable or domestic water and to limit access to soil within the right-of-way that exceeds Tier 1 residential remediation objectives so that human health and the environment are protected during and after any access;

NOW, THEREFORE, the Parties agree as follows:

- 1. The recitals set forth above are incorporated by reference as if fully set forth herein.
- 2. The Illinois Emergency Management Agency has assigned incident number(s) 891492, 932959, 941911 and 950234 to the Release(s).
- 3. Attached as Exhibit A is a scaled map(s) prepared by the Owner/Operator that shows the Site and surrounding area and delineates the current and estimated future extent of soil and groundwater contamination above the applicable Tier 1 residential remediation objectives as a result of the Release(s).
- 4. Attached as Exhibit B is a table(s) prepared by the Owner/Operator that lists each contaminant of concern that exceeds its Tier 1 residential remediation objective, its Tier 1 residential remediation objective, and its concentrations within the zone where Tier 1 residential remediation objectives are exceeded. The locations of the concentrations listed in Exhibit B are identified on the map(s) in Exhibit A.

- Attached as Exhibit C is a scaled map prepared by the Owner/Operator showing the area of the Highway Authority's right-of-way that is governed by this Agreement ("Right-of-Way"). Because Exhibit C is not a surveyed plat, the Right-of-Way boundary may be an approximation of the actual Right-of-Way lines.
- 6. The Highway Authority stipulates it has jurisdiction over the Right-of-Way that gives it sole control over the use of the groundwater and access to the soil located within or beneath the Right-of-Way.
- 7. The Highway Authority agrees to prohibit within the Right-of-Way all potable and domestic uses of groundwater exceeding Tier 1 residential remediation objectives.
- 8. The Highway Authority further agrees to limit access by itself and others to soil within the Right-of-Way exceeding Tier 1 residential remediation objectives. Access shall be allowed only if human health (including worker safety) and the environment are protected during and after any access. The Highway Authority may construct, reconstruct, improve, repair, maintain and operate a highway upon the Right-of-Way, or allow others to do the same by permit. In addition, the Highway Authority and others using or working in the Right-of-Way under permit have the right to remove soil or groundwater from the Right-of-Way and dispose of the same in accordance with applicable environmental laws and regulations. The Highway Authority agrees to issue all permits for work in the Right-of-Way and make all existing permits for work in the Right-of-Way subject to the following or a substantially similar condition:

As a condition of this permit the permittee shall request the office issuing this permit to identify sites in the Right-of-Way where a Highway Authority Agreement governs access to soil that exceeds the Tier 1 residential remediation objectives of 35 Ill. Adm. Code 742. The permittee shall take all measures necessary to protect human health (including worker safety) and the environment during and after any access to such soil.

- 9. This Agreement shall be referenced in the Agency's no further remediation determination issued for the Release(s).
- 10. The Agency shall be notified of any transfer of jurisdiction over the Right-of-Way at least 30 days prior to the date the transfer takes effect. This Agreement shall be null and void upon the transfer unless the transferee agrees to be bound by this Agreement as if the transferee were an original party to this Agreement. The transferee's agreement to be bound by the terms of this Agreement shall be memorialized at the time of transfer in a writing ("Rider") that references this Highway Authority Agreement and is signed by the Highway Authority, or subsequent transferor, and the transferee.

- 11. This Agreement shall become effective on the date the Agency issues a no further remediation determination for the Release(s). It shall remain effective until the Right-of-Way is demonstrated to be suitable for unrestricted use and the Agency issues a new no further remediation determination to reflect there is no longer a need for this Agreement or until the Agreement is otherwise terminated or voided.
- 12. In addition to any other remedies that may be available, the Agency may bring suit to enforce the terms of this Agreement or may, in its sole discretion, declare this Agreement null and void if any of the Parties or any transferee violates any term of this Agreement. The Parties or transferee shall be notified in writing of any such declaration.
- 13. This Agreement shall be null and void if a court of competent jurisdiction strikes down any part or provision of the Agreement.
- 14. This Agreement supersedes any prior written or oral agreements or understandings between the Parties on the subject matter addressed herein. It may be altered, modified or amended only upon the written consent and agreement of the Parties.
- 15. This Agreement may be executed in multiple counterparts. The Parties further agree that facsimile, and other mechanically or electronically produced counterparts and signatures of this Agreement or of any purchase order may, for all purposes, be relied upon by the other Party as if originals.
- 16. Any notices or other correspondence regarding this Agreement shall be sent to the Parties at following addresses:

Manager, Division of Remediation Management Bureau of Land Illinois Environmental Protection Agency P.O. Box 19276 Springfield, IL 62974-9276

Corporate Manager, Environmental Speedway LLC P.O. Box 1500 Springfield, Ohio 45501

Director of Public Services Village of Hinsdale 19 East Chicago Avenue Hinsdale, IL 60521

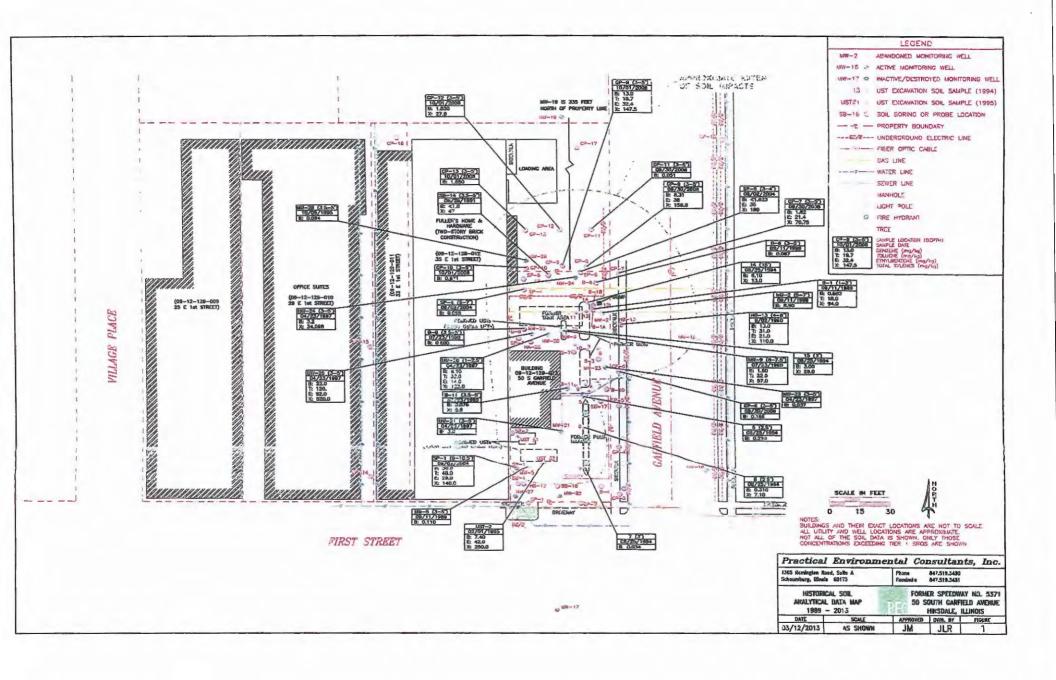
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IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their duly authorized representatives.

Village of Hinsdale		
Date:	Ву:	
	Its: Title	
Speedway LLC		
Date:	By:	
	Its: 1 cklockly misvebly to the soulded	APPROVED AS TO FORM

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EXHIBIT A



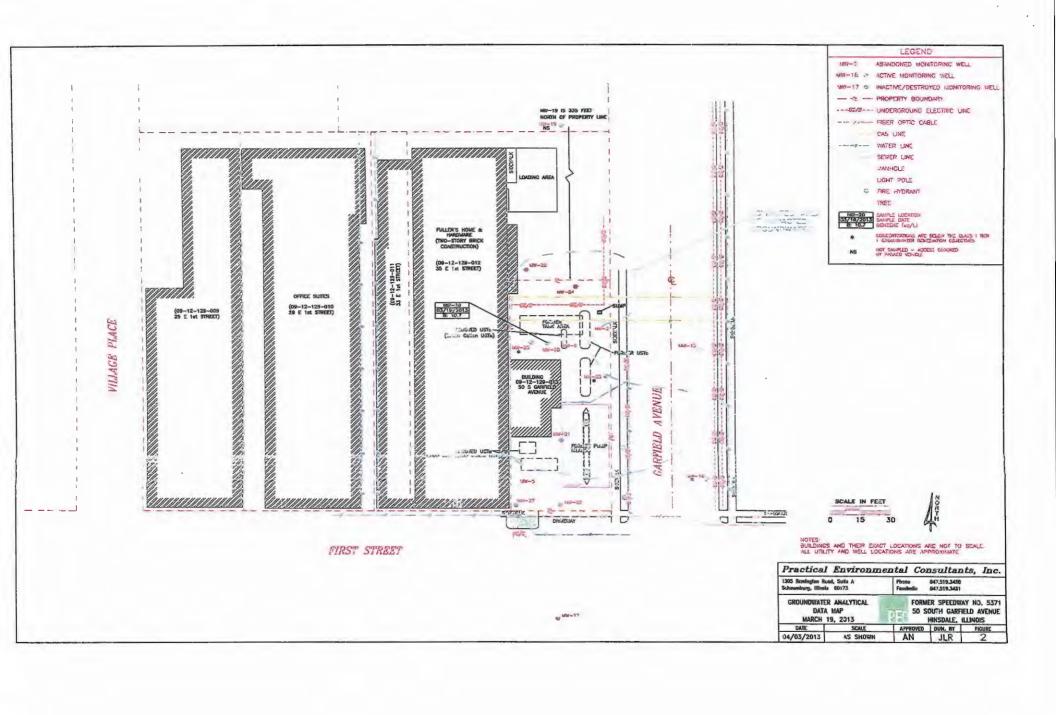




Table 1 BTEX/MTBE Soil Analytical Results Speedway #5371 Hinsdale, IL

Sample	coc	Sample	- []	Benzene	Toluene	Ethylbenzene	Total Xylenes
Location	Sample ID	Date	Time	(mg/Kg)	(mg/Kg)	(mg/Kg)	(mg/Kg)
Action Levels - Off Site Soil Boring				.030	12,000	13.000	5,600
GP-01 (3-5')	GP-1 (3-5')	10/01/2008	10:10	<0.005	<0.005	<c.005< td=""><td><0.605</td></c.005<>	<0.605
GP-02 (3-5')	GP-2 (3-5')	09/30/2008	09:56	<0.005	<0.005	<0.005	<0,605
GP-03 (3-5')	GP-3 (3-5')	09/30/2008	10:08	<0.006	<0.006	<0.006	<0.006
GP-04 (3-5')	GP-4 (3-5')	09/30/2008	10:34	<0.005	<0.005	<0.005	<0.005
GP-05 (3-5')	GP-5 (3-5')	09/30/2008	10:54	0.008	0.008	<0.005	<0.005
GP-06 (3-5')	GP-6 (3-5')	09/30/2008	11:20	0.168	<0.108	0.223	<0.108
GP-07 (3-5')	GP-7 (3-5')	09/30/2008	11:52	1.820	<0,688	21,400	70.750
GP-08 (3-5')	GP-8 (3-5')	09/30/2008	12:38	8.310	2.730	36.000	156,600
GP-09 (3-5')	GP-9 (3-57)	10/01/2008	08:26	13.000	19.700	32,400	147.500
GP-10 (3-5)	GP-10 (3-5')	10/01/2008	08:04	0.671	<0.063	0.161	0,296
GP-11 (3-5')	GP-11 (3-5')	09/30/2008	13:02	0.051	<0.005	0.007	0.097
GP-12 (3-5')	GP-12 (3-5')	10'01/2008	09:26	1.830	<0.499	16.300	27.800
GP-13 (3-5')	GP-13 (3-5)	10'01/2008	09:10	1.850	0.106	3.220	1.426
GP-14 (2.5')	GP-14 (2.5')	62'15/2013	09:35	<0.021	<0.053	<0.026	<0.080
GP-15 (2.5')	GP-15 (2.5')	02:1 5/2 013	09:45	<0.025	<0.062	<0.031	<0.094
GP-16 (2.5°)	GP-16 (2.5')	G2'15/2013	10:10	<0.025	<0,082	<0.031	<0.093
GP-17 (2.5')	GP-17 (2.5')	G2:15/2013	08:50	<0.036	-0.090	<0.045	<0.135
GP-18 (2.5')	GP-18 (2.5')	63/15/2013	09:15	<0.042	<0.107	<0.053	<0.160
HB-13 (4.8')	HB-13 (4.8')	68/02/1990	00:00	13.000	31.000	21.000	110.000
MW-15 (13.5-15')	MW-15 (13.5-15')	C6:28/1991	00:00	<0.005	<0.005	<0.005	<0.005
MVV-15 (6-7.5')	MW-15 (6-7.5)	C6:28/1991	00:00	<0.005	0.006	<0.005	<0.005
MW-17 (6-7.5')	MVV-17 (6-7.5')	10/05/1995	00:00	<0.002	<0.002	<0.002	<0.002
MW-18 (3 5-5')	MW-18 (3,5-5')	10:05/1995	00:00	<0.002	<0,002	<0.002	<0.002
MW-19 (3.5-5')	MW-19 (3.5-5)	10/05/1995	00:00	<0,002	<0.002	<0.002	<0.002
MW-26 (3.5-5')	MW-26 (3.5-5')_	07/17/2000	00:00	0.084	0.019	C.003	0.007
Action Levels - On Site Soil Boring				.030	12,000	13.000	5.600
1 (15)	1 (15")	C&25/1994	00:00	<0,002	<0.002	<0.002	<0.005
11 (10)	11 (10')	08/25/1994	00:00	<0.002	9,005	<6 002	0.010
12 (10')	12 (10')	08/25/1994	00.00	0,005	0.021	6.003	0.041
13 (15)	13 (15)	08/25/1994	00:00	0.003	0.005	0.006	0.039
14 (75')	14 (15')	08,25/1994	00.00	6,100	0.120	16,000	13.000
15 (3")	15_(3")	08/25/1994	00,00	3,000	2.800	2,700	29.000
2 (10')	2 (10')	08:25/1994	00:00	0.009	0.270	0,079	1,300
3 (15')	3 (15')	08,25/1994	00:00	<0,002	0,041	<6,002	<0.005
4 (10')	4 (10')	08:25/1994	00:00	0.004	0.004	<0.002	0,430

Table 1 BTEX/MTBE Soil Analytical Results Speedway #5371 Hinsdale, IL

Sample	coc	Sample		Benzene	Toluene	Ethylbenzene	Total Xylenes
Location	Sample iD	Date	Time	(mg/Kg)	(mg/Kg)	(mg/Kg)	(mg/Kg)
Action Levels - Off Site Soil Boring		 '		.030	12.000	13,000	5.600
5 (2.5')	5 (2.5)	08/25/1994	00:00	0.210	0.190	0.740	4.700
6 (2.5)	6 (2.5)	08/25/1994	00:00	0.310	0.290	3,500	7.100
7 (3')	7 (3')	08/25/1994	00:00	0.034	0.010		
B-1 (1-3')	B-1 (1-3')	09/11/1989	00:00	0.680	18,000	12.000	94.000
B-10 (8.5-10')	B-10 (8.5-10')	07/23/1990	00:00	<0.010	0.016	0.110	1 400
B-11 (3.5-5')	B-11 (3.5-5')	07/23/1990	00:00	0.076	0,100	0.980	5.900
B-4 (13-15')	B-4 (13-15')	09/11/1989	00:00	0.005	0.008	<0.005	<0.015
B-6 (3-5')	B-6 (3-5)	09/11/1989	00:00	0.067	0.110	0.410	C.600
B-8 (3.5-5')	B-8 (3.5-5")	07/23/1990	00:00	0.600	0.042	0.310	1.100
HA-28 (3.5')	HA-28 (3.5')	03.28/2001	00:00	0.009	0.007	<0.002	0.003
HB-12 (7")	HB-12 (7')	08/02/1990	00:00	<0.010	<0.010	<0.010	<0.010
MW-2 (5-7')	MW-2 (5-7')	C9.11/1989	00:00_	8.900	0.140	0.097	0,120
MW-20 (1-2.5')	MW-20 (1-2.5')	10:05/1995	00:00	6.100	32.000	14.000	122,000
MW-20 (6-7.5)	MW-20 (6-7.5')	10:06/1995	00:00	0.011	0.034	0.002	0.010
MW-21 (3-5')	MVV-21 (3-5')	10:06/1995	00:00	3.000	0.079	C.960	0,533
MW-22 (9-11')	MW-22 (9-11')	C4 23/1997	00:00	0.004	0,002	<0.002	0.002
MW-23 (3-5')	MW-23 (3-5')	04:23/1997	00:00	0.037	0.096	0.190	2.565
MW-24 (3-5')	MW-24 (3-5')	C4:23/1997	00:00	3,200	0,960	10.000	34.098
MW-25 (3-5')	MW-25 (3-5')	64.23/1997	00:00	22,000	120,000	92.000	520,000
MW-27 (3 5-5')	MW-27 (3.5-5')	C1/10/2001	00:00	<0.002	<0.002	<0.002	<0.002
MVV-5 (3-5')	MW-5 (3-5')	C9:11/1989	00:00	0.110	0,110	<0.005	0,260
MW-9 (6-7.5')	MW-9 (6-7.5')	67/23/1990	00:00	1.600	22.000	7.500	57.000
SB-14 (13,5-15')	SB-14 (13,5-15')	CG 28/1991	00:00	<0.005	<0.005	<0.005	<0,005
SB-14 (3.5-5')	S8-14 (3.5-5')	C6:28/1991	00:00	<1.000	5.000	8.000	47.000
S8-16 (3.5-5')	SB-16 (3,5-5')	66-28/1991	00:00	<6.005	<0.005	<0.005	<0.005
SB-17 (3-5')	SB-17 (3-5')	10:06/1995	00:00	<0.002	<0.002	0.002	0.017
SP-1 (13.5-15')	SP-1 (13.5- 15 ')	C8:02/2004	11:25	<0.158	<0.158	<0.158	<0.158
SP-1 (9-10.5')	SP-1 (9-10.5")	08/02/2004	11:00	30,000	48.00D	29.000	140.000
SP-3 (5-7")	SP-3 (5-7')	CB 02/2004	14.00	<0 002	<0.002	<€ 002	-0.002
SP-4 (5-7)	SP-4 (5-7')	08/02/2004	15.10	0.055	0.017	0.083	0.230
SP-5 (5-71	SP-5 (5-7')	08/02/2004	16:30	< 0.152	<0.152	<u 152<="" td=""><td>2.000</td></u>	2.000
SP-5 (7-9)	SP-5 (7-9')	08-02/2004	16:35	<0.147	<0.147	<0.147	<0.147
SP-6 (3-4')	SP-6 (3-4')	08:02/2004	17:40	<1.623	<1.623	35.000	180.000
SP-6 (7-9')	SP-6 (7-9')	08:02/2004	17:55	0.015	0.003	<0.002	0.019
UST-1	UST-1	02/01/1995	00:00	<0.005	0.015	<0.005	0.620
U\$T-2	UST-2	02:01/1995	00:00	7.400	<0.005	42.000	250.000

Table 2 Non-BTEX/MTBE Soil Analytical Results Speedway #5371 Hinsdale, IL

Sample	coc	Sample	1	1	1	
Location	Sample ID	Date	Analyte	Action Level	Results	Uni
GP-01 (3-5')	GP-1 (3-5')	10/01/2008 10:10	Organic Matter	NA NA	2.400	%
UST-1	UST-1	02/01/1995 00:00	Acenaphthene	570.000	< 0.330	mg/k
	UST-1	02/01/1995 00:00	Acenaphthylene	35.000	< 0.330	mg/K
	UST-1	02/01/1995 00:00	Anthracene	12000.000	< 0.220	mg/K
	UST-1	02/01/1995 00:00	Benzo(a)anthracene	1,800	< 0.004	mg/K
	UST-1	02/01/1995 00:00	Benzo(a)pyrene	2.100	< 0.008	mg/K
	UST-1	02/01/1995 00:00	Benzo(b)fluoranthene	2.000	< 0.006	mg/K
	UST-1	02/01/1995 00:00	Benzo(g,h,t)perylene	2300.000	< D.030	mg#K
	UST-1	02/01/1995 00:00	Benzo(k)fluoranthene	9.000	< 0,006	mg/K
	UST-1	02/01/1995 00:00	Chrysene	98.000	< 0.005	mg/K
	UST-1	02/01/1995 00:00	Dibenzo(a,h)anthracene	0.426	< 0.010	mg/K
	UST-1	02/01/1995 00:00	Fluoranthene	3100.000	< 0,070	mg/K
	UST-1	02/01/1995 00:00	Fluorene	560,000	< 0.021	mg/K
	UST-1	02/01/1995 00:00	Indeno(1,2,3-cd)pyrene	1.600	< 0,010	mg/K
	UST-1	02/01/1995 00:00	Naphthalene	1.800	< 0,330	mg/K
	UST-1	02/01/1995 00:00	Phenanthrene	200.000	< 0.210	mg/K
	UST-1	02/01/1995 00:00	Pyrene	2300,000	< 0.090	mg/K
UST-2	UST-2	02/01/1995 00:00	Acenaphthene	570,000	< 6.000	mg/K
	UST-2	02/01/1995 00:00	Acenaphthylene	85.000	< 6.000	mg/K
	UST-2	02/01/1995 00:00	Anthracene	12000.003	1.000	mg/K
	UST-2	02/01/1995 00:00	Benzo(a)anthracene	1.800	1.300	mg/K
	UST-2	02/01/1995 00:00	3enzo(a)pyrene	2.100	0.120	mg/K
	UST-2	02/01/1995 00:00	3enzo(b)fluoranthene	2,000	0,180	mg/K
	UST-2	02/01/1995 00:00	Benzo(g,h,l)perylene	2300.000	< 0.300	mg/K
	UST-2	02/01/1995 00:00	Benzo(k)fluoranthene	9.000	0.090	mg/k
	UST-2	02/01/1995 00:00	Chrysene	88.000	1.100	mg/K
	UST-2	02/01/1995 00:00	Dibenzo(a,h)anthracene	0.420	0.120	mg/K
	UST-2	02/01/1995 00:00	Fluoranthene	3100 000	4 500	mg/k
	UST-2	02/01/1995 00:00	Fluorene	560 000	1 160	mg/l
	UST-2	02/01/1995 00:00	Indeno(1,2,3-cd)pyrene	1.600	< 0.100	mg/#
	UST-Z	02/01/1995 00:00	Naphthalene	1.800	9,900	mg/l
	UST-2	02/01/1995 00:00	Phenanthrene	200,000	3.900	mg/K
	UST-2	02/01/1995 00:00	Pyrene	2300.000	3,500	mg/K

Table 3 BTEX/MTBE

Groundwater Analytical Results

5peedway #5371

Hinsdale, IL.

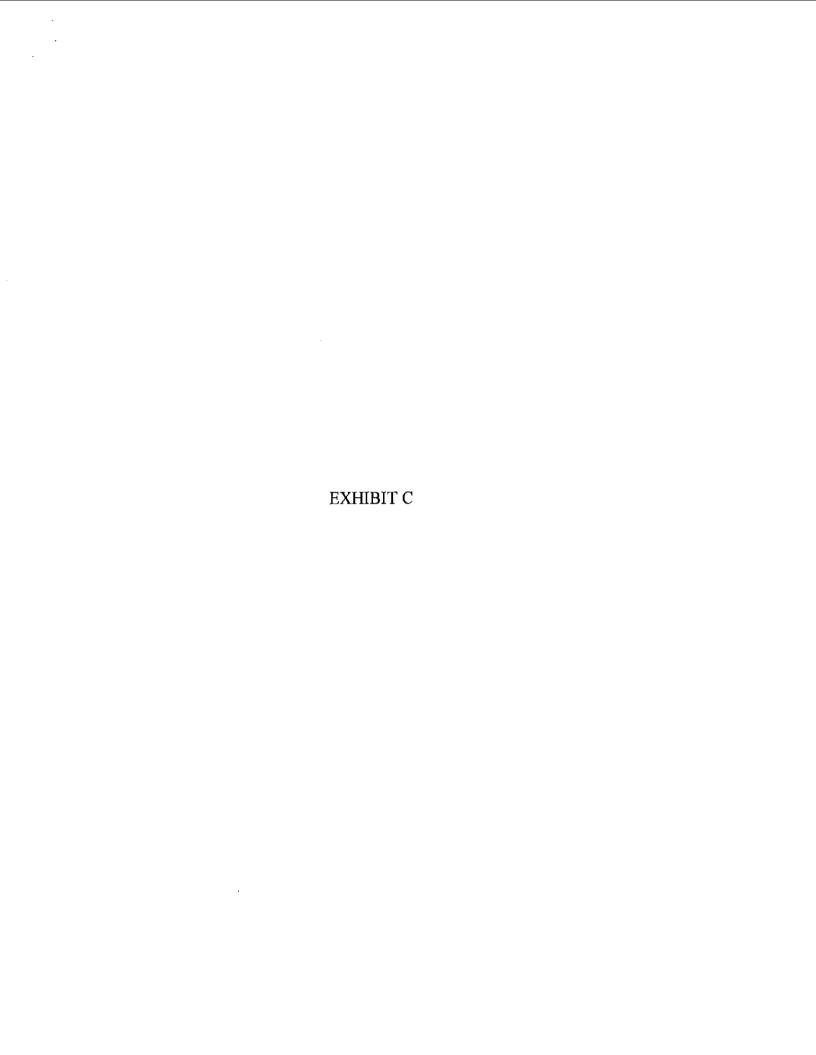
Sample	Reading		TOC	GW Elev	GW Depth		LNAPL	COC	Sample		Benzene	Toluens	Ethylbenzene	Total Xylenes
Location	Date	Time	Elev (feet)	(feet)	(feet)	LNAPL Depth	Thick	Sample ID	Date	Time	(ng/L)	(lag/L)	(ug/L)	(ug/L)
Action Levels - Tri	ip Blank										5.000	1,000,060	700,000	10,080,000
TRIP BLANK								TRIP BLANK	04/02/2004	00:00	<1,000	<1.000.1>	<1.000	<1.000
<u> Action Levels - Or</u>	n Site Monitoring W	el!									5.000	1,000.000	700.000	10,000.000
WW-2	2/28/1990	0:00	99.28	96	3.28			MAN-5	02/28/1990	00:00	17000.000	270.000	<25.000	270.000
								MW-2	05/17/1994	00:00	2700,000	<25.000	30.000	190,000
	08/17/2005	0:00	99,26	IA	IA.	Į.		<u> </u>						
MW-20	10/17/1995	0:00	701.77	697.46	4.31			MW-20	10/17/1995	XX:00	1000.000	170,000	73,000	310,000
	03/23/2000	0;00	701.77	697.6	4,17			MW-20	03/23/2000	00:00	110.000	<1.000	74.000	54,000
	08/03/2000	0;00	701.77	697,19	4,58			MVV-20	08/03/2000	00:00	140.000	<1.000	33.000	2300,000
	04/02/2004	0:00	701.77	IA.	IA.	[A			l i i i i i i i i i i i i i i i i i i i					
	04/09/2004	0:00	701.77	14	IA.	LA LA							1	
	08/17/2005	U:00	701.77	IA	IA.	fv fv								
	11/03/2006	11:55	701,77	697 6	4.17			MW-20	11/03/2006	11:55	39,000	< 10,000	<10.000	< 20.000
	06/09/2008	12:10	701.77	698.3	3,47			MW-20	06/09/2006	12:10	100.000	<2,000	<2.000	<2.000
		T T						MW-20	03/19/2013	10:54	10,700	<1.000	<1.000	<3,000
MW-21	10/17/1995	0:00	97.42	\$8,26	9.16		J	MW-21	10/17/1995	00:00	3200.000	2300.000	330,000	1100,000
	03/23/2000	0:00	97.42	94.09	3,33			MVV-21	03/23/2000	00:00	4400.060	77,000	430,000	000,000
	08/03/2000	0:00	97.42	94.59	2.83			MW-21	08/03/2000	00:00	3900,000	<25,000	220,000	720.000
	04/02/2004	13:00	97.42	93.62	3,8			MW-21	04/02/2004	13:00	3600.090	\$3.000	110,000	220,000
	04/09/2004	0:00	97.42	90.25	7,17									
	08/17/2005	12:59	97,42	95.12	2 2.3			MVV-21	08/17/2005	12:59	5100.000	76,000	320,000	510.000
	11/03/2008	11:43	97,42	94.9	2.52			MN-21	11/03/2006	11:43	3170,900	<25,000	<25.000	< 50,000
	06/09/2008	11:55	97.42	95,51	1,91			MW-21	06/09/2008	11:55	1180,000	12.000	19.000	36,000
MW-22	5/6/1997	0:00	100	86,16	6 13.84			MW-22	95/05/1997	00:00	<1.000	<1.000	<1.000	<1,00¢
	03/23/2000	0:.00	100	95.17	7 4.83			MW-22	03/23/2000	00:00	<1,000	<1.000	<1.000	<1.500
	08/03/2000	0:00	100	96.37	7 3,63	3	1	MW-22	08/03/2000	00:06	<1,000	<1,000	<1.00¢	<1.500
	04/02/2004	12:38	100	95.42	4.58	3	ľ	MW-22	04/02/2004	12:38	<1.000	<1.000	<1.000	<1.500
	04/09/2004	0;00	100	91,0	5.98	3								
	38/17/2005	13,20	100	90.80	4.13		·	MYV-ZZ	08/17/2005	13,20	¢1.000	<1.090	~1 000	<1,000
	11/03/2006	17:40	100	96.54	3,46			MVV-22	11/03/2006	11.40	<2 000	₹2,000	<2 000	< 4 000
	06/09/2008	11:40	100					MVV-22	06/09/2008	11:40	<2.900	≺2.00 5	42,000	42,00 6
WM-53	4/28/1997	3:00	700.67	·	-2	- 		M/V-23	04/25/1997	00:00	2.000	<1,000	<1.000	≪1,0 0 0
	03/23/2000	0.00	700,67	W.W.				MW-23	03/23/2000	00:00	<1.000	<1.000	⊄1.00 0	<1,000
	08/03/2000	0:00	700,67		-	<u> </u>	Į	MW-23	08/03/2000	00:00	⊀1.000	<1.000	≮1,000	<1.000.1>
	04/02/2004	11:55	700,67	697.27	7 3,4			MVV-23	04/02/2004	11;55	<1.G00	000,f>	<1.000	<1,000

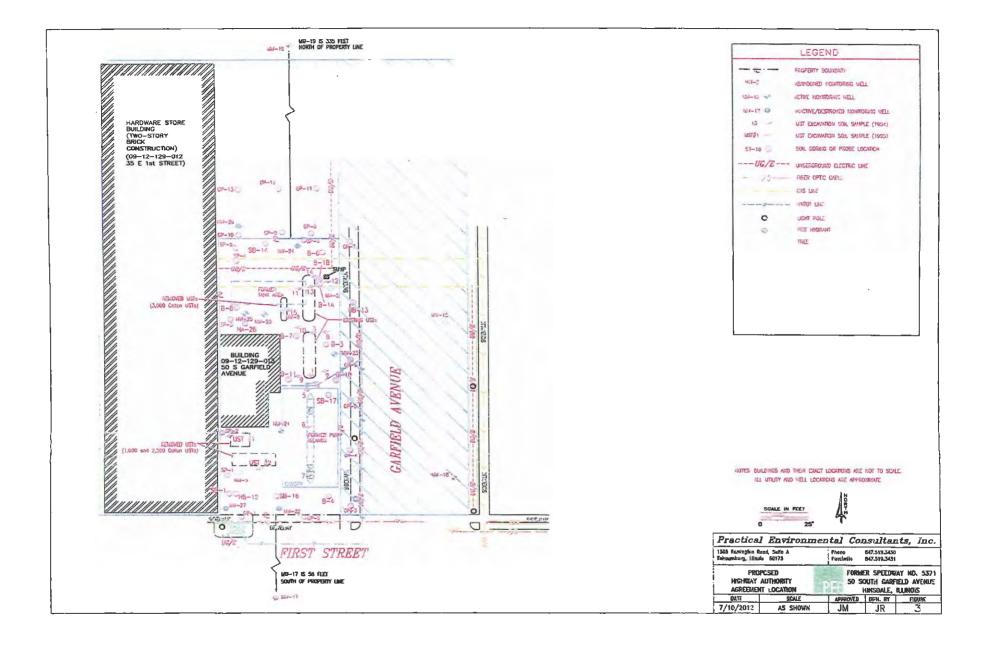
Table 3 BTEX/MTBE Groundwater Analytical Results Speedway #5371 Hinsdale, IL

Sample	Reading		TOC	GW Elev	GW Depth		LNAPL	coc	Sample		Benzene	Toluene	Ethylbenzene	Total Xylenes
Location	Date	Time	Elev (feet)	(feet)	(feet)	LNAPL Depth	Thick	Sample ID	Date	Time	{ug/L}	(ug/L)	(ug/L)	(ug/L)
Action Levels - Or	n Site Monitoring W	eli					_	_ :			5,000 }	1,000.000	700.000	10,000.000
MW-23	4/9/2004	0:00	700,€7	696,51	4.16			Ţ						
	08/17/2005	12:52	700.67	696.04	4.63			MVV-23	08/17/2005	12:52	<1.000	<1.000	<1.000	<1,000
	11/03/2006	11:46	700.67	697.36	3,31			MW-23	11/03/2006	11:46	<2.000	<2.000	<2.000	< 4.000
	06/09/2006	12:15	700.€7	698.31	2.36			MW-23	06/09/2008	12:15	<2.000	<2.000	<2.000	<2.000
								MW-23	03/19/2013	10:48	<1.000	<1.00D	<1.000	<3.900
MVV-24	3/23/2000	0:00	99,47	95.1	4.37			MW-24	03/23/2000	00:00	180,000	<1.000	14.000	6.400
	08/03/2000	0:00	99,47	95.09	4.38			MW-24	08/03/2000	00:00	25,000	<1.000	<1.000	<1.000
	04/02/2004	13:20	99.47	95.2	4.27			MW-24	04/02/2004	13:20	<5,000	<5.000	<5.000	<5,000
	04/09/2004	0:00	99.47	90.8	8.67									
	08/17/2005	12:45	99,47	95.27	4.2			MW-24	08/17/2005	12:46	<10.000	<10.000	<10.000	<10.000
MW-25	3/23/2000	0:00	701.62	697.29				MW-25	03/23/2000	00:00	<1.000	<1.000	<1.000	<1,000
	08/03/2000	0:00	701.82	697.23	4.59			MW-25	08/03/2000	00:00	<1.000	<1.000	<1.000	<1,300
	04/02/2004	13:30	701.82	698.29	3.53									
	04/09/2004	10:55	701.82	698	3.82			MW-25	04/09/2004	10:55	<1.000	<1,000	<1.000	<1.000
	08/17/2005	12:40	701.82	696.73	5.09			MW-25	08/1 7/20 05	12;40	<1.000	<1.000	<1.000	<1.000
	11/03/2006	11:50	701.82	698.81	3.01		Ų	MW-25	11/03/2006	11:50	<2.000	<2.000	<2.000	< 4.000
•	06/09/2008	12:05	701.82	697.23	4.59			MW-25	06/09/2008	12:05	<2.000	<2.000	<2.000	<2.000
L		1						MW-25	03/19/2013	11:01	<1.000	<1,000	<1.000	<3.000
MW-27	2/13/2001	0:00	97.91	86.57	11.34	<u> </u>]	MW-27	02/13/2001	00:00	<1,000	<1.000	<1.000	<1.000
	04/02/2004	12:20	97,91	94.13	3,78			MW-27	04/02/2004	12:20	<1.000	<1.000	<1.000	<1.000
	04/09/2004	0:00	97.91	69.32	8.59	1	J							
	08/17/2005	0:00	97.91	IA	IA IA	IA	1	T -						
	11/03/2006	11:35	97.91	93,97	3.94			MW-27	11/03/2006	11:35	<2.000	<2.000	<2.000	< 4.000
	06/09/2008	11:45	97.91	95.36	2.55			MW-27	06/09/2008	11:45	<2.000	<2.000	<2.000	<2,000
MW-5	2/28/1990	0:00	100.18	96.48	3.7			MW-5	02/28/1990	00:00	<5.000	5,000	90.000	3900,000
								MW-5	05/17/1994	00:00	160.000	19.000	69,000	950.000
	08/17/2005	0:00	100,18	Į.	1A	1/	Α	T -						
MVV-0					-			WAN-7	09/08/1990	00.00	210.000	2000,000	770.000	6400.000
						i		MW-9	05/17/1994	00.00	52.000	15 000	10.000	62 000
Action Levels - C	Off Site Manitoring V										5.000	1,000.000	700,000	10,000.000
MW-15	7/2/1991	0.00	98.3					MVV-15	07/02/1991	00:00	<5.000	<5.000	<5.0D0	<5.000
	08/17/2005	0:00	98.3		-		<u> </u>		 	 				
MW-17	10/17/1995	0:00	97.19				 	MW-17	10/17/1995	00:00	<1.000	<1.000	<1.000	<1.000
	03/23/2000	0:00	97.19	91.32	5.87	1		MW-17	03/23/2000	00:00	<1.000	<1.000	<1.000	<1,000

Table 3 BTEXMTBE Groundwater Analytical Results Speedway #5371 Hinsdale, IL

Sample	Reading		TOC	GW Elev	GW Depth		LMAPL	COC	Sample		Benzene	Toluene	Ethylbenzene	Total Xylenes
Location	Date	Tane	Elev (feet)	(foot)	(feet)	LNAPL Depth	Thick	Sample ID	Date	Time	(Lig/L)	(ug/L)	(ug/L)	(ug/L)
ction Levels - Off	Site Monitoring W	ell									5.000	1,000.000	700.000	10,000.000
MVV-17	8/3/2000	0:00	97.19	93,46	3.73			MVV-17	08/03/2000	00:00	<1.000	<1.000	<1.000.	<1.000
	08/17/2005	0:00	97.19	IA.	IA:	IA.								
MW-18	10/17/1995	0:00	700,51	693,16	7,35			MVV-18	10/17/1995	00:00	<1.006	<1.000	<1,00D	<1.000
	03/23/2000	0:00	700.51	692.93	7.58			MW-18	03/23/2000	00.00	<1,000	<1.000	<1.000	<1,000
	08/03/2000	00:0	700.51	694.59	5.92			MVV-18	08/03/2000	00:00	<1.000	<1,000	<1.000	<1.000
	04/02/2004	0:00	700.51	AI .	IΑ	IA.			<u> </u>					
	94/09/2004	11:10	700.51	694,59	5.92		<u> </u>	MW-18	04/09/2004	21:10	<1,000	<1,000	<1,000	<1,000
	08/17/2005	13:10	700.51	694.6	5.91			MW-18	08/17/2005	13:10	<1.000	<1,000	<1,000	<1.0D0
	06/09/2008	12:20	700.51	694.7	5.81			MW-18	06/09/2008	12:20	<2,000	<2.000	<2.000	<2.000
								MW-18	03/19/2013	10:39	<1.000	<1.000	<1.000	≺3.000
MVV-19	10/17/1995	0;00	87,45	79.62	7,83			er-wm	10/17/1995	00:00	<1.000	<1.000	<1,000	<1.000
	05/25/2000	0:00	87.45	81,85	5,6			MVV-19	05/25/2000	00:00	<1.000	*1.000i	41,000	≪1.000
	06/03/2000	0:00	87.45	80.56	6.67		1	MW-19	08/03/2000	00:00	<1.000	<1.000	<1.000	<1,000
	04/09/2004	10:30	87,45	82.17	5.28		<u> </u>	MW-19	04/09/2004	10:30	<1.000	≺1.000	<1.00D	<1,000
	08/17/2005	0:00	87,45				<u> </u>							
MVV-26	9/3/2000	0:00	97.53		5.27			MW-26	08/03/2000	00:00	2.000	<1,000	<1.000	<1.000
	04/02/2004	0:00	97.53	IA	IA.)A	1	<u> </u>	<u></u>		1			
	04/09/2004	10:45	97.53	92.78	4.75		<u> </u>	MW-26	04/09/2004	10:45	<1.000	<1,600	<1.000	<1.000
	08/17/2005	0;00	97.53	IA.	讽	من	<u> </u>	1,	<u> </u>					
Action Levels - Fi	eld Blank - Sample	collected	in the Field (II	quid)							5.000	1,000,000	760,000	10,000.000
FIELD BLANK							1	FIELD BLANK	04/09/2004	11:30	<1,000	<1.000	<1.00D	<1.000
		1	1				<u> </u>	FIELD BLANK	08/17/2005	13:26	<1.000	<1.000	<1,000	<1.000
			1					FIELD SLANK	11/03/2006	12:05	<2.000	<2.000	<2.000	< 4.000
								FIELD BLANK	C6/09/2008	12:25	<2.000	<2.000	<2,000	<2,000,≤>-
							<u> </u>	FIELD BLANK	10/01/2008	10:45	<2.000	<2.000	<2.000	<2.0 0 0
								FIELD BLANK	02/15/2013	10:00	<1,000	<1.000	<1.000	<3,000
		T		1		I	1	FIELD BLANK	03/19/2013	11:05	<1.000	<1,000	<1.000	<3,000





This document prepared by: Dennis G. Walsh Klein, Thorpe and Jenkins, Ltd. 20 N. Wacker Drive- Suite 1660 Chicago, Illinois 60606

ENVIRONMENTAL INDEMNITY AGREEMENT

	This	ENVI	RONMI	ENTA	L INDEMN	ΠY	AGREE	MENT is	entered	into as	of	the
day	of		,	2017,	by Speedway	y LL	C ("Inde	emnitor")	and the	Village	of	Hinsdale,
DuP	age Co	ounty,	Illinois	(the '	'Village'').							

RECITALS

- A. WHEREAS, Indemnitor is the owner of certain real property located at 50 S. Garfield Avenue, Hinsdale, Illinois ("Indemnitor's Property"); and
- B. WHEREAS, an underground storage tank system, as defined in 40 CFR Part 280 or supplanting federal regulations, owned by Indemnitor or its predecessor in interest ("UST System"), was present on Indemnitor's Property; and
- C. WHEREAS, releases to the environment of petroleum hydrocarbons, including gasoline additives, has occurred in the past at the Indemnitor's Property. (All of the previously mentioned compounds may include Benzene, Ethylbenzene, Toluene, Xylenc and Methyl Tertiary Butyl Ether (MTBE) and those identified in Tiered Approach to Corrective Action Objectives ("TACO") 35 Ill. Adm. Code Part 742 and as amended from time to time) modeling calculations for the soil and/or groundwater contamination identified at Indemnitor's Property are hereby collectively referred to as "Compounds of Concern".) As a result of said releases, the soil and groundwater at the Indemnitor's Property contains detectable concentrations of Compounds of Concern. The groundwater and soil impacted by Compounds of Concern extends beyond the Indemnitor's Property. The Illinois Emergency Management Agency has assigned incident numbers 891492, 932959,941911, and 950234 to the releases at the Indemnitor's Property; and
- D. WHEREAS, the Indemnitor has requested that the Village enter into a Highway Authority Agreement ("HAA") to limit any potential threat to human health from soil and/or groundwater impacted with Compounds of Concern in the right-of way of certain public highway adjacent to the Indemnitor's Property as identified in Exhibit A (the "Right-of-Way").
- NOW, THEREFORE, in consideration of the terms and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:
- I. This Environmental Indemnity Agreement ("Agreement") is not binding upon the Village until it is executed by the undersigned representative of the Village of Hinsdale and,

prior to execution, this Agreement constitutes an offer by Indemnitor. The duly authorized representative of Indemnitor has signed this Agreement, and this Agreement is binding upon Indemnitor, its successors and assigns.

2. The Village agrees that it will agree to the terms of and approve the HAA in the form attached as **Exhibit B**, and this Environmental Indemnity Agreement is intended to supplement the parties' rights and obligations provided for in the HAA provided, however, that if the Village does not enter into a HAA, this Agreement shall be deemed null and void, and Indemnitor shall have no other remedy against the Village. No breach by the Village, its agents, trustees, employees and its successors in interest of a provision of this Agreement is actionable in law or equity by Indemnitor against the Village, and Indemnitor hereby releases the Village and Village Affiliates (as defined below) from any cause of action it may have against them arising under this Agreement or Environmental Laws (as defined below), regulations or common law.

Specifically, Indemnitor knowingly waives and releases the Village and/or Village Affiliates (as defined below) from any and all claims, debts, dues and obligations of every kind and nature under the Illinois and United States Constitutions as well as under any federal or state statutes or laws, including but not limited to environmental laws related to this Agreement. Indemnitor further waives all remedies (including those which may be available under the Civil Rights Act) which are available to it for the violations of any of the terms of this Agreement, including but not limited to the equitable remedy of specific performance, and agrees not to seek injunctive relief of any sort. Indemnitor covenants not to sue the Village and/or Village Affiliates for a violation of any provision or terms of this Agreement.

As the pavement in the Right-of-Way may be considered an engineered barrier, the Indemnitor agrees to reimburse the Village for maintenance activities only if requested in writing by Indemnitor to maintain it as a barrier. The Village does not agree to perform maintenance of the Right-of-Way, nor does it agree that the Right-of-Way will always remain a Village highway or that it will maintain the Right-of-Way as an engineered barrier. In the event that the Right-of-Way will no longer remain a Village highway Right-of-Way, Indemnitor shall take all steps necessary to have the IEPA issue a new no further remediation determination to reflect there is no longer a need for the HAA. This Environmental Indemnity Agreement does not limit the Village's ability to construct, reconstruct, demolish, improve, grade, excavate, repair, maintain and operate the property encompassed by the HAA for any lawful purpose, nor to allow others to use or do work within the HAA boundaries.

3. Indemnitor on behalf of itself, its successors and assigns does hereby covenant and agree, at its sole cost and expense, to indemnify, defend and hold the Village and the Village's former, current and future officials, trustees, officers, servants, employees, agents, contractors, successors and assigns (collectively "Village Affiliates"), both in their capacities as Village representatives and as individuals, harmless from and against any loss, actions, responsibilities, obligations, liability, damage (whether direct or consequential), expenses, claims (whether asserted or unasserted, direct or indirect, existing or inchoate, known or unknown, having arisen or to arise in the future), penalties, fines, injunctions, suits (including but not limited to suits alleging or related to personal injury and/or death), proceedings, disbursements or expenses (including, without limitation, reasonable attorneys' and experts' fees and disbursements and court costs) (collectively, the "Liabilities"), arising under or relating to any Environmental Laws (as defined below), or any other Liabilities which may be incurred by or asserted against any of the Village Affiliates resulting or arising from, alleged to arise from, or caused by, in whole or in part, from the presence of Hazardous Material (as defined

below) on, in or from the Indemnitor's Property (including the groundwater thereunder) and/or any condition of any property (including groundwater) or surface water alleged to have been caused by the migration, transportation, release or threatened release of Hazardous Materials on or from the Indemnitor's Property.

Indemnitor shall assume the expense of defending all suits, administrative proceedings and disputes of any description with all persons, entities, political subdivisions or government agencies arising out of the matters to be indemnified under this Agreement. In the event that the Village or any of the Village Affiliates is/are named as a defendant(s) in any lawsuit arising out of the matters to be indemnified under this Agreement, the Village and/or any of the Village Affiliates shall have the right to choose the attorney(s) who represent(s) them in said lawsuit, and the reasonable costs, expenses and fees associated with said attorney(s) in relation to said lawsuit shall be paid by Indemnitor pursuant to the indemnification provisions herein. Indemnitor shall pay, promptly upon entry, any non-appealable order, judgment or other final resolution of any claim or dispute arising out of the matters to be indemnified under this Agreement and shall pay promptly when due any fines, penalties or agreed settlements arising out of the matters to be indemnified under this Agreement. In the event that such payment is not made, the Village or any Village Affiliate, at their sole discretion, may proceed to file suit against the Indemnitor to compel such payment. Indemnitor also agrees that it will not settle or compromise any action, suit or proceeding without the Village's prior written consent, which consent shall not be unreasonably withheld.

For purposes of this Agreement, "Hazardous Materials" means and includes Compounds of Concern, chemicals known or suspected to cause cancer or reproductive toxicity, pollutants, effluents, contaminants, emissions or related materials, and any items defined as hazardous, special or toxic materials, substances or waste under any Environmental Law, or any material which shall be removed from property located within the Village of Hinsdale pursuant to any administrative order or enforcement proceeding or in order to place said property in a condition that is suitable for ordinary use. Hazardous Materials shall include each and every element, compound, chemical mixture, contaminant, pollutant, material waste or other substance which is defined, determined or identified as hazardous or toxic under Environmental Law or the release of which is regulated under Environmental Laws. "Environmental Laws" collectively means and includes any present and future local, state, federal or international law, statute, ordinance, order, decree, rule, regulation or treaty relating to public health, safety or the environment (including those laws relating to releases, discharges, emissions or disposals to air, water, land or groundwater, to the withdrawal or use of groundwater, to the use, handling, storage, disposal, treatment, transportation or management of Hazardous Materials) including, without limitation, the Resource Conservation and Recovery Act, as amended ("RCRA"), 42 U.S.C. §6901, et seq., the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §9601, et seq., as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. §1801, et_seq., the Clean Water Act, 33 U.S.C. §1251, et seq., the Clean Air Act, as amended, 42 U.S.C. §7401, et seq., the Toxic Substances Control Act, 15 U.S.C. §2601, et seq., the Safe Drinking Water Act, 42 U.S.C. §300f, et seq., the Occupational Safety and Health Act, 29 U.S.C. §655, et seq., the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. §136, et seq., the National Environmental Policy Act, 42 U.S.C. §4321, et seq., the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. §11001, et seq., and the Illinois Environmental Protection Act, and the amendments, regulations, orders, decrees, permits, licenses or deed restrictions now or hereafter promulgated thereunder.

In addition to the indemnity provided above, if the Village or Village Affiliates encounter Hazardous Materials while working in, on or under, adjacent or near Indemnitor's Property (including but not limited to such areas as within municipal easements and/or Right-of-Ways or HAA Area) or encounter Hazardous Materials migrating from Indemnitor's Property, the Village has the right to remove contaminated soil or groundwater from the area it is working and intends to do work and to dispose of them as it deems appropriate not inconsistent with applicable Environmental Laws. If Hazardous Materials are found anywhere within municipal easements and/or Right-of-Ways on Garfield Avenue or First Street adjacent to or near the Indemnitor's Property, there is a rebuttable presumption that the Hazardous Materials migrated from and are attributable to the Indemnitor's Property.

Prior to taking actions to remove, move or remediate soils or groundwater impacted by Hazardous Materials, unless there is an immediate threat to the health or safety of any individual, the environment or the public, or unless there is an immediate need to perform work in order to maintain the flow of, use of, or traffic in the Work Area due to an obstruction or structural condition of the roadway (including, but not limited to buckling, heaving or cracking of the roadway surface or subsurface), the Village will endeavor to give the Indemnitor reasonable notice that it intends to perform work in the Work Area that may involve the moving, removing or remediation of soils and/or groundwater impacted by Hazardous Materials. Failure to give notice, however, is not a violation or breach of this Agreement. The removal or disposal shall be based upon the site investigation (which may be modified by field conditions during excavation), which Indemnitor may review or may perform, if requested to do so by the Village. If practicable, as determined by the Village, the Village may request Indemnitor to remove and dispose of the contaminated soil and/or groundwater necessary for the Village's work in advance of that work. In any event, Indemnitor shall reimburse the reasonable documented costs incurred by the Village to perform the site investigation and to dispose of any contaminated soil or groundwater. The parties understand and agree that the Village's soil and groundwater removal will be in conjunction and/or associated with other work being done by the Village in, on, under or near the Indemnitor's Property, and part of the purpose of this paragraph is that if Village Affiliate encounters contaminated soil and/or groundwater while working on its utilities, or on a municipal project or otherwise, it will not be responsible in any way for the cost associated with encountering, removing and/or disposing of the contaminated soil and/or groundwater unless Indemnitor successfully rebuts the presumption that Hazardous Materials migrated from and are attributable to Indemnitor's Property. In addition, it is specifically understood and agreed between the parties that the Village Affiliate will not be identified at any time, in any place, document or manifest as the owner, generator or transporter of contaminated soil or groundwater taken from Indemnitor's Property or the HAA Area. If asked, Indemnitor will cooperate with the Village Affiliate in the removal and disposal of such soil and groundwater and will sign all necessary documents and manifests for the proper transportation and disposal of the soil and/or groundwater.

4. This Agreement is intended by the parties hereto to be limited to claims, costs, expenses, causes of action, penalties, Liabilities, losses and damages actually sustained and incurred by the Village Affiliates or for which the Village Affiliates are found to be legally liable that arise as a consequence of Hazardous Materials that were released or alleged to be released into the environment from the Indemnitor's Property.

If requested by the Village, Indemnitor shall promptly deliver to the Village any and all records, documents (including writings, drawings, graphs, charts, photographs, phono records, and

other data compilations from which information can be obtained, translated, if necessary, through detection devices into reasonably usable form), or reports of any kind (including all written, printed, recorded or graphic matter however produced or reproduced and all copies, drafts and versions thereof not identical in each respect to the original) which relate or refer (which means, in addition to their customary and usual meaning, assess or assessing, concern or concerning, constitute or constituting, describe or describing, discuss or discussing, embody or embodying, evidence or evidencing, mention or mentioning and reflect or reflecting) environmental matters and/or conditions associated directly or indirectly with the Indemnitor's Property or the HAA Area (including the groundwater thereunder), including but not limited to written reports or a site assessment, environmental audits, soil test reports, water test reports, laboratory analysis and documents, reports or writings relating or referring to the Indemnitor's Property or the HAA Area provided, however, that nothing in this paragraph shall require the Indemnitor to deliver to the Village those communications and documents that are encompassed by the attorney-client privilege and/or the attorney work product doctrine.

5. Any notice required or permitted to be given to either party shall be deemed to be received by such party (i) three (3) days after deposit in the United States Registered or Certified Mail, Return Receipt Requested, or (ii) one (!) business day after deposit with a nationally recognized overnight delivery service guaranteeing next business day delivery, or (iii) upon personal delivery to the party to whom addressed provided that a receipt of such delivery is obtained, or (iv) on the same business day as transmitted and confirmed by electronic mail, provided that a proof of confirmation is retained. Such notices shall be addressed to the parties at the following addresses:

If to Indemnitor:

Speedway LLC

Attention: Corporate Manager, Environmental

500 Speedway Drive Enon, OH 45323 937-864-3000

imhelms@speedway.com

If to the Village:

Village of Hinsdale 19 E. Chicago Avenue Hinsdale, IL 60521

Attn: Kathleen A. Gargano, Village Manager

and with a copy to:

Klein, Thorpe and Jenkins, Ltd. 20 North Wacker Drive- Suite 1660

Chicago, Illinois 60606-2903 Attn: Dennis G. Walsh, Esq. DGWalsh@KTJLAW.com

or to the parties at such other addresses or email addresses as they may designate by notice to the other party as herein provided.

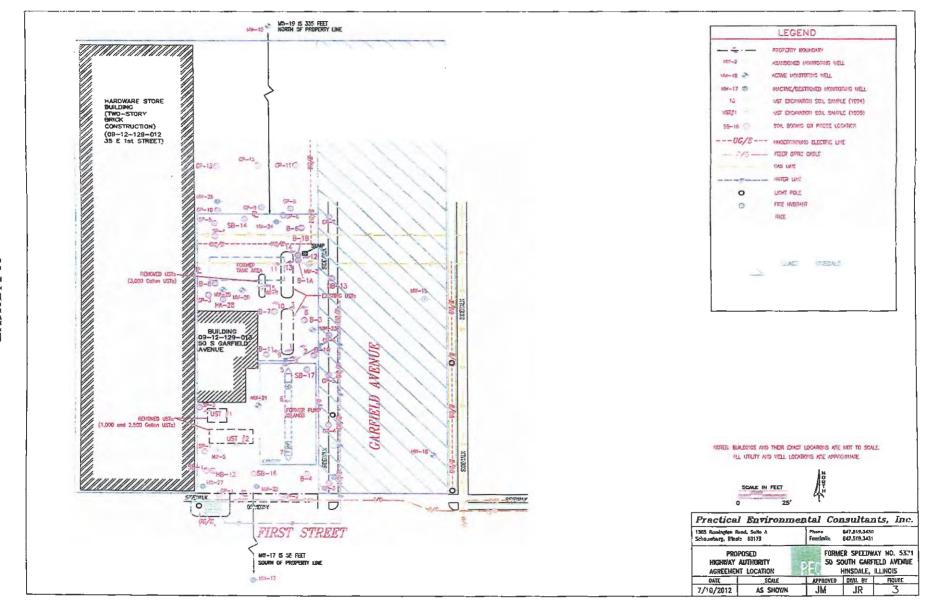
6. This Agreement has been made and delivered in Illinois and shall be construed according to and governed by the internal laws of the State of Illinois without regard to its conflict of law rules. If any provision hereof shall be held invalid, prohibited or unenforceable under any applicable laws of any applicable jurisdiction, such invalidity, prohibition or unenforceability

shall be limited to such provision and shall not affect or invalidate the other provisions hereof or affect the validity or enforceability of such provision in any other jurisdiction, and to that extent, the provisions hereof are severable. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law.

- 7. Failure of the Village to require performance of any provision of this Agreement shall not affect the Village's right to require full performance thereof at any time thereafter, and the waiver by the Village of a breach of any provision of this Agreement shall not constitute or be deemed a waiver of a similar breach in the future, or any other breach, or nullify the effectiveness of such provisions of this Agreement. The rights and remedies of the Village of this Agreement are cumulative. The exercise or use of any one or more thereof shall not bar the Village from exercise or use of any other right or remedy provided herein or otherwise provided by law, nor shall exercise or use of any right or remedy by the Village waive any other right or remedy. The parties are aware of 42 U.S.C. §9607€, and waive any rights they may otherwise have to assert that such statute does not permit, or renders invalid, the waivers or indemnity provisions contained in this Agreement.
- 8. This Agreement shall be binding upon the Indemnitor and the successors and assigns for so long as the HAA is required by Indemnitor as an institutional control as defined by the Environmental Laws. Provided, however, Indemnitor's duty to indemnify Village shall survive if the Liabilities are incurred during the effective period of the HAA. No transfer of Indemnitor's rights or obligations hereunder shall be made without the prior written approval of the Village's Board of Trustees, which approval shall be with their reasonable discretion. This Environmental Indemnity Agreement shall be binding upon all successors in interest to the Indemnitor and to the Village. A successor in interest of the Village would include a highway authority to which the Village would transfer jurisdiction of the highway.
- 9. This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof. This Agreement may not be amended, modified, revised, supplemented or restated except by a writing signed by each of the parties hereto. In construing this Agreement or determining the rights of the parties hereunder, no party shall be deemed to have drafted or created this Agreement or any portion thereof.
- 10. Indemnitor will pay and discharge all reasonable costs, attorney's fees and expenses that shall be made and incurred by the Village in enforcing the covenants and agreements of this Agreement.
- 11. The executing representatives of the parties to this Agreement represent and certify that they are fully authorized to enter into the terms and conditions of this Agreement and to execute and legally bind that party to it.
- 12. This Agreement may be executed in multiple counterparts. The parties further agree that facsimile, and other mechanically or electronically produced counterparts and signatures of this Agreement or of any purchase order may, for all purposes, be relied upon by the other party as if originals.

IN WITNESS WHEREOF, the parties have executed this Environmental Indemnity Agreement as of the day, month and year first above written.

Village of Hinsdale		Speedway LLC
Ву:		Ву:
Name:		Name: APPROVED AS TO FORM
Title:	114	Title: i. w.



SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE ("Settlement Agreement") is entered into between Speedway. LLC ("Speedway"), and the Village of Hinsdale ("Hinsdale").

RECITALS

- A. On July 13, 2004 Speedway and Fuller's Corner, L.L.C. ("Fuller's") entered into a Corrective Action Agreement in connection with the property located at 50 S. Garfield, Hinsdale, IL.
- B. On July 19, 2004 Speedway and Fuller's entered into a Memorandum of Agreement providing for Speedway, at its expense, to perform any Corrective Action at the premises necessary as required by the Office of the State Fire Marshall.
- C. On or about August, 2010 Hinsdale conducted an investigation to determine if leaking underground storage tanks at the subject property had contaminated any Hinsdale property. On August 30, 2010 Hinsdale informed Fuller's of its intent to seek reimbursement for the cost of said investigation.
- D. Following the August, 2010 notification, the parties entered into discussions seeking a resolution on the reimbursement issue.
- E. On December 8, 2010 the parties met and Speedway subsequently agreed to reimburse Hinsdale for a portion of Hinsdale's expense of the environmental investigation and soil removal and to settle the controversy between the parties.

AGREEMENT

The parties hereto agree that in consideration of the joint and mutual agreements, undertakings, and releases, the receipt and sufficiency of which are herewith acknowledged as follows:

- 1. Incorporation of Recitals. The Recitals set forth above are incorporated into and are a part of this Settlement Agreement as if specifically set forth herein.
- 2. Release and Discharge. In consideration of Speedway's agreement to make the payment called for in paragraph 2 below, Hinsdale completely releases and forever discharge Speedway from any and all past costs, expenses and compensation which Hinsdale has incurred or which it claims to have incurred in any way growing out of the environmental investigation and soil removal in relation to the Underground Storage Tanks located at 50 S. Garfield, Hinsdale, IL that occurred prior to the date of this release. Nothing in this Settlement Agreement shall be construed as a release of any claim which Hinsdale may have as a result of any cost or expense incurred after the Effective Date of this Agreement.

- 3. Consideration. In consideration of the release set forth above, Speedway hereby agrees to pay Hinsdale Thirteen thousand nine hundred eighty-two dollars and fifty-six cents (\$13,982.56).
- 4. Attorneys' Fees. Each party shall bear its own attorneys' fees and costs which it incurred prior to the date of execution of the Settlement Agreement. In any action of any kind relating to this Settlement Agreement, the prevailing party shall be entitled to collect reasonable attorneys' fees and costs from the non-prevailing party in addition to any other recovery to which the prevailing party is entitled.
- 5. Warranty of Capacity to Execute Agreement. Hinsdale represents and warrants that no other person or entity has or has had any interest in the claims, demands, obligations, or causes of action referred to in this Settlement Agreement, except as otherwise set forth herein, and that it has not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations, or causes of action referred to in this Settlement Agreement.
- 6. Entire Agreement and Successors in Interest This Settlement Agreement contains the entire agreement between Hinsdale and Speedway with regard to the matters set forth herein and shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors and assigns of each.
- 7. Representation of Comprehension of Document. In entering into this Settlement Agreement, Hinsdale and Speedway represent that they have relied upon the legal advice of their attorneys, who are the attorneys of their own choice and that the terms of this Settlement Agreement have been completely read and explained to them by their attorneys, and that those terms are fully understood and voluntarily accepted by them.
- 8. Governing Law. This Settlement Agreement shall be construed and interpreted in accordance with the laws of the State of Illinois.

9. Effective Date. This Settlement Agreement shall become effective on execution.

Dated: 11/7/12

David Cook, Village Manager

Village of Hinsdale

Dated: 11/7/2012

Speedway. LLC

By: J. M. tchell Oliver Corporate Manager Environmental Miller

VILLAGE OF HINSDALE MEETING OF THE VILLAGE BOARD OF TRUSTEES AGENDA

November 6, 2012 7:30 P.M. MEMORIAL HALL

(Tentative & Subject to Change)

- 1. CALL TO ORDER
- 2. PLEDGE OF ALLEGIANCE
- 3. APPROVAL OF MINUTES -Regular Meeting of October 16, 2012
- 4. CITIZENS' PETITIONS (Pertaining to items appearing on this agenda)*
- 5. POLICE DEPARTMENT LIFE SAVING AWARD
- 6. VILLAGE PRESIDENT'S REPORT
- 7. CONSENT AGENDA**

Items Recommended by Zoning & Public Safety Committee

a) Request from the Chamber of Commerce for Free Parking in the Central Business District on Saturdays from November 24, 2012 to December 22, 2012

Items Recommended by Administration & Community Affairs Committee

- b) Approval of a Contract to Provide Decorative Lighting for the 2012 Holiday Season to Bright Ideas, Inc. in the Amount of \$19,988.00
- c) Resolution Accepting Planning Staff Assistance Services Delivered by the Chicago Metropolitan Agency for Planning
- d) Approval of Request from the Hinsdale Chamber of Commerce for Closure of First Street from Washington Street to the Alley East of Washington from 3:00 p.m. to 8:30 p.m. on November 30, 2012 in order to Safely Accommodate a Christmas Walk Attraction
- e) Approval of the Fifth Amended Articles of Agreement Between the Members of the Gateway Special Recreation Association
- f) Approval of a Resolution Determining Amounts of Money to be Raised through Ad Valorem Property Taxes
- g) Approval of the Village's Comprehensive Annual Financial Report and Management Letter for the Year Ended April 30, 2012

8. ADMINISTRATION AND COMMUNITY AFFAIRS

a) Approval and Payment of the Accounts Payable for the Period of October 13, 2012 through October 26, 2012 in the aggregate amount of \$1,159,490.74 as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk

ENVIRONMENT AND PUBLIC SERVICES

a) Approve Settlement Agreement and Release between Speedway, LLC and the Village of Hinsdale

10. ZONING AND PUBLIC SAFETY

a) Ordinance Approving a Major Adjustment to a Planned Development for an Entrance Gate at 120 N. Oak Street

11. REPORTS FROM ADVISORY BOARDS AND COMMISSIONS

- a) Economic Development Commission Update
- 12. STAFF REPORTS
- 13. CITIZENS' PETITIONS (Pertaining to any Village issue)*
- 14. TRUSTEE COMMENTS
- 15. CLOSED SESSION- 5 ILCS 120/2(c) (1)/(2)/(3)/(5)/(8)/(11)/(21)
- 16. ADJOURNMENT

*The opportunity to speak to the Village Board pursuant to the Citizens' Petitions portions of a Village Board meeting agenda is provided for those who wish to comment on an agenda item or Village of Hinsdale issue. The Village Board appreciates hearing from our residents and your thoughts and questions are valued. The Village Board strives to make the best decisions for the Village and public input is very helpful. Please use the podium as the proceedings are videotaped. Please announce your name and address before commenting.

**Items listed under the Consent Agenda section have previously been reviewed and recommended unanimously by one of the Village Committees and are normally approved without further discussion. Items listed under the Committee sections of the agenda have been previously reviewed by the respective Committee and did not receive a unanimous recommendation and will be discussed further.

The Village of Hinsdale is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend this meeting and who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the facilities, are requested to contact Darrell Langlois, ADA Coordinator, at 630-789-7014 or by TDD at 630-789-7022 promptly to allow the Village of Hinsdale to make reasonable accommodations for those persons.

Website http://villageofhinsdale.org

Village Board of Trustees Meeting of November 6, 2012 Page 3 of 5

g) Approval of the Village's Comprehensive Annual Financial Report and Management Letter for the Year Ended April 30, 2012 (Omnibus vote)

Trustee Geoga commented on the free parking stating that the meters raise a small amount of revenue, but also provide rotation of a small number of spaces. He suggested that perhaps the waiver of the two-hour parking limit does not serve the merchants. Trustee Saigh asked for clarification with respect to the closing of Washington. Village Manager Cook explained that this is a new request and confirmed that this will eliminate twelve parking spaces on Washington. Trustee LaPlaca moved to approve the Consent Agenda, as presented. Trustee Saigh seconded the motion.

AYES: Trustees Elder, Angelo, Haarlow, Geoga, LaPlaca, Saigh

NAYS: None ABSTAIN: None ABSENT: None

Motion carried.

ADMINISTRATION AND COMMUNITY AFFAIRS

Accounts Payable

Trustee LaPlaca moved Approval and Payment of the Accounts Payable for the Period of October 13, 2012 through October 26, 2012 in the aggregate amount of \$1,159,490.74 as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk. Trustee Elder seconded the motion.

AYES: Trustees Elder, Angelo, Haarlow, Geoga, LaPlaca, Saigh

NAYS: None ABSTAIN: None ABSENT: None

Motion carried.

ENVIRONMENT AND PUBLIC SERVICES

Approve Settlement Agreement and Release between Speedway, LLC and the Village of Hinsdale

President Cauley explained that this item comes from the 2010 road work and relates to Fullers gas station soil contamination and legal and testing fees. Speedway will Village Board of Trustees Meeting of November 6, 2012 Page 4 of 5

pay for this \$13,982.56 if we give them a release. He noted that the release is only for expenses incurred to date and does not apply to anything prospective. He stated that, in his opinion, we are giving up nothing. It was noted that the underground tanks are being removed at this time. Discussion followed regarding future liabilities. Trustee Elder moved to Approve a Settlement Agreement and Release between Speedway, LLC and the Village of Hinsdale. Trustee Geoga seconded the motion.

AYES: Trustees Elder, Angelo, Haarlow, Geoga, LaPlaca, Saigh

NAYS: None ABSTAIN: None ABSENT: None

Motion carried.

ZONING AND PUBLIC SAFETY

Ordinance Approving a Major Adjustment to a Planned Development for an Entrance Gate at 120 N. Oak Street

Mr. John George, attorney for Adventist Hinsdale Hospital addressed the Board stating that when this matter was before committee on October 22nd it was approved with a vote of 3-1. He stated that he believes this is in the best interest of the hospital and the community. He clarified the location of the gate explaining the purpose is to slow people from coming into the old entrance of the hospital. He also confirmed that the gate is far enough north not to be impacted by future Oak Street bridge work. Trustee LaPlaca moved approval of an Ordinance Approving a Major Adjustment to a Planned Development for an Entrance Gate at 120 N. Oak Street. (O2012-49) Trustee Saigh seconded the motion.

AYES: Trustees Elder, Angelo, Haarlow, Geoga, LaPlaca, Saigh

NAYS: None ABSTAIN: None ABSENT: None

Motion carried.

REPORTS FROM ADVISORY BOARDS AND COMMISSIONS

Trustee Saigh noted the next meeting of the ZPS Committee will be held on November 26th. Trustee LaPlaca said EPS will meet next Monday and noted there is a tentative schedule for the Oak Street Bridge working meeting, however, we are waiting for IDOT approvals. Trustee Geoga reported that ACA met last night and

Village Board of Trustees Meeting of November 6, 2012 Page 5 of 5

that anyone interested in reviewing the proposal for water meters will find those materials on the Village website.

STAFF REPORTS

No reports.

CITIZENS' PETITIONS

None.

TRUSTEE COMMENTS

Trustee Saigh commended Parks & Recreation for the opening of the new KLM disc golf course. He was skeptical, but over time Director of Parks & Recreation Gina Hassett made a case for the low impact activity bringing people to KLM. The ribbon cutting ceremony was successful; he was there and the fun was obvious; it is a nice addition and he thanked the Parks & Recreation staff and volunteers who helped.

ADJOURNMENT

There being no further business before the Board, President Cauley asked for a motion to adjourn. Trustee Angelo moved to adjourn the meeting of October 16, 2012. Trustee Elder seconded the motion.

AYES: Trustees Elder, Angelo, Haarlow, Geoga, LaPlaca, Saigh

NAYS: None ABSTAIN: None ABSENT: None

Motion carried.

Meeting adjourned at 8:00 p.m.

ATTEST:

Christine M. Bruton, Village Clerk



AGENDA ITEM#66

Public Services & Engineering

AGENDA SECTION:

First Read - EPS

SUBJECT:

Proposal for Professional Engineering Services, The Pines/Birchwood

Avenue Drainage Study

MEETING DATE:

March 6, 2018

FROM:

Dan Deeter, PE Village Engineer

Recommended Motion

Approve the Professional Engineering Services for the The Pines/Birchwood Avenue Drainage Study in the amount not to exceed \$13,900 to Christopher B. Burke Engineering, Ltd.

Background

Because of the hilly, wooded topography in and around The Pines/Birchwood Avenue area, this residential area was developed with a series of restrictor pipes and detention areas to slow and detain stormwater as it makes its way downhill. Per the area's original design, stormwater run-off from The Pines flows overland to its cul-de-sac. It then flows through 12-inch storm sewer pipes to the side yard of 827/835 The Pines. In the side yard, the underground flow is restricted to a 6-inch storm sewer pipe which carries the flows to the Birchwood road-side ditches. Any stormwater that exceeds the capacity of the 6-inch storm sewer flows overland through 202 W. Birchwood. This overland flow is slower than the pipe flow and has more opportunity for absorption into the soil or vegetation and evaporation into the air. Thus, this overland route helps to reduce the stormwater load downstream.

Once the stormwater arrives at the Birchwood Road right of way, it travels overland through a ravine on 30 W. Birchwood to an 8-inch storm sewer that carries the stormwater under Merrill Woods Road. During larger storms, this ravine can temporarily detain stormwater which reduces flooding to residents downhill and to the east including East and West Birchwood, Washington Street, and East Glendale Avenue.

Residents in the vicinity have complained about the overland flow of water which causes them concerns about erosion and potential flooding in their adjacent homes. Village staff asked Christopher B. Burke Engineering Ltd. to study the operation of the stormwater routes and investigate methods to mitigate the amount of stormwater during heavy storms.

Discussion & Recommendation

Christopher B. Burke Engineering, Ltd. (CBBEL) provided the attached proposal for The Pines/Birchwood Avenue Drainage Study on February 15, 2018. CBBEL previously had been contracted for Professional Engineering Services related to the Madison Street Drainage Study in the amount not to exceed \$18,700. The combination of the two professional engineering service contracts with CBBEL would exceed the Village Manager's approval authority. Staff is



recommending the Board of Trustees approve this proposal for \$13,900 for The Pines / Birchwood Avenue Drainage Study.

Budget Impact

There is \$9,500 of funds in account 2205-7299 to fund this expenditure. The overage of \$4,400 will be offset by savings in other line items in the Engineering budget.

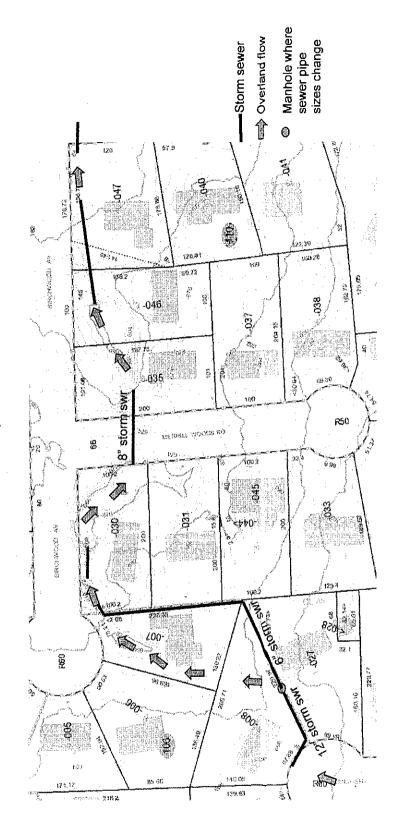
Village Board and/or Committee Action

N/A

Documents Attached

1. CBBEL Proposal for Professional Engineering Services, Birchwood Avenue Drainage Study, dated February 15, 2018

The Pines/Birchwood Drainage Hinsdale, IL





CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 Weet Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 829-0520

February 15, 2018

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

Attention:

Dan Deeter, PE - Village Engineer

Subject:

Proposal for Professional Engineering Services

Birchwood Avenue Drainage Study in Hinsdale

Dear Mr. Deeter,

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to submit this proposal for professional engineering services for the subject project. This proposal includes our Understanding of the Assignment, Scope of Services, and the Estimate of Fee.

UNDERSTANDING OF THE ASSINGMENT

We understand that there is a detention area on the property at 30 W. Birchwood Avenue and the home at this property has experienced basement flooding that may or may not be related to the detention area. CBBEL staff participated in a site visit with Village staff and the homeowners on October 20, 2017. It was confirmed at the site visit that the home did not experience overland flooding from the detention area. The basement flooding results from either seepage or sanitary sewer backup. We understand that the Village would like CBBEL to analyze the detention area to confirm the watershed limits, anticipated water levels from various storm events, and determine the key elevations on the 30 W. Birchwood property to determine freeboard levels. We will also analyze the upstream drainage system starting at the cul-de-sac on The Pine Street and continuing to 30 W Birchwood. Depending on the results of the analysis, recommendations on potential modifications to the detention area to increase flood protection will be evaluated.

SCOPE OF SERVICES

Based upon our Understanding of the Assignment and experience with similar projects, we recommend the following scope of services:

<u>Task 1 – Topographic Surveying</u>: We will complete one field day of surveying at 30 W. Birchwood. Key elevations for the detention areas, inflow points, outlet structure, and overflow weir will be surveyed. The low entry points for the home will also be determined. We will also survey the upstream drainage system, including storm sewers and overland flow routes, between The Pines Street and 30 W. Birchwood. We anticipate this will take two days of surveying, for a total of three field days.

Task 2 – Hydrologic Modeling: Using the survey data obtained in Task 1, we will develop an XP-SWMM model of The Pines/Birchwood Avenue drainage system. The surveyed storm sewers, overland flow routes, and detention area will be modeled in detail. It appears the outlet control for the detention area is the Merrill Wood Road culvert, and therefore the system will not be analyzed further downstream of the culvert. DuPage County topography will be used for determining the area tributary areas.

We will prepare a hydrologic model of the detention area and analyze a range of storm events. The simulated water surface elevation of the detention area will be compared to the surveyed low entry points for the home. If any modeled water elevations exceed the low entry elevation, we will determine the modification to the detention area's outlet control structure needed to lower the peak water surface elevation below the low entry elevation. We will also determine the resulting increase in downstream release rate from the detention area.

<u>Task 3 –Summary Memorandum</u>; We will prepare a memorandum summarizing the analysis, including any pertinent exhibits and recommendations.

ESTIMATE OF FEE

We estimate the following fees for each of the tasks described above:

Task 1 – Topographic Surveying		\$ 6,600
Task 2 - Hydrologic Modeling		\$ 5,500
Task 3 – Summary Memorandum		\$ 1,800
	Total	\$13,900

We will bill you at the hourly rates specified on the attached Schedule of Charges and establish our contract in accordance with the attached General Terms and Conditions. These General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services. Please note that any requested meetings or additional services are not included in the preceding fee estimate and will be billed at the attached hourly rates.

Please sign and return one copy of this agreement as an indication of acceptance and notice to proceed. Please feel free to contact us anytime.
Sincerely,
B = 50 N 6-

Christopher B. Burke, PhD, PE, D.WRE, Dist.M.ASCE

President

Enci. Schedule of Charges

General Terms and Conditions

THIS PROPOSAL, SCHEDULE OF CHARGES AND GENERAL TERMS AND CONDITIONS ACCEPTED FOR VILLAGE OF HINSDALE:

BY:	
TITLE:	
DATE:	

JJJ N:\PROPOSALS\ADMIN\2018\Hinsdate_Birchwood Ave Drainage Study_021518.docx

CHRISTOPHER B. BURKE ENGINEERING, LTD. STANDARD CHARGES FOR PROFESSIONAL SERVICES JANUARY, 2018

<u>JANUART, 2018</u>	
	Charges*
<u>Personnel</u>	<u>(\$/Hr)</u>
Principal Principal	265
Engineer VI	239
Engineer V	197
Engineer IV	160
Engineer III	144
Engineer I/II	113
Survey V	219
Survey IV	185
Survey III	162
Survey II	118
Survey I	93
Engineering Technician V	187
Engineering Technician IV	152
Engineering Technician III	137
Engineering Technician I/II	118
CAD Manager	166
Assistant CAD Manager	144
CAD II	144
CAD !	111
GIS Specialist III	139
GIS Specialist I/II	80
Landscape Architect	160
Environmental Resource Specialist V	206
Environmental Resource Specialist IV	160
Environmental Resource Specialist III	132
Environmental Resource Specialist I/II	108
Environmental Resource Technician	108
Administrative	101
Engineering Intern	61
Information Technician III	122
Information Technician I/II	110
Direct Costs	

Direct Costs

Outside Copies, Blueprints, Messenger, Delivery Services, Mileage Cost + 12%

Christopher B. Burke Engineering, Ltd. reserves the right to increase these rates and costs by 5% after December 31, 2018.

^{*}Charges include overhead and profit

CHRISTOPHER B. BURKE ENGINEERING, LTD. GENERAL TERMS AND CONDITIONS

1. Relationship Between Engineer and Client: Christopher B. Burke Engineering, Ltd. (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.

Furthermore, causes of action between the parties to this Agreement pertaining to acts of failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.

Responsibility of the Engineer: Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

- 3. <u>Changes</u>: Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.
- 4. <u>Suspension of Services</u>: Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the

resumptions of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

- 5. <u>Termination</u>: This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
- Documents Delivered to Client: Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

When and if record drawings are to be provided by the Engineer, Client understands that information used in the preparation of record drawings is provided by others and Engineer is not responsible for accuracy, completeness, nor sufficiency of such information. Client also understands that the level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for project construction. If additional detail is requested by the Client to be included on the record drawings, then the Client understands and agrees that the Engineer will be due additional compensation for additional services.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest

extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

7. Reuse of Documents: All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Client's confidential and proprietary information if the Client has previously advised the Engineer in writing of the specific information considered by the Client to be confidential and proprietary.

- 8. <u>Standard of Practice</u>: The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.
- Compliance With Laws: The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. As such and with respect to ADA, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.

Further to the law and code compliance, the Client understands that the Engineer will strive to provide designs in accordance with the prevailing Standards of Practice as previously set forth, but that the Engineer does not warrant that any reviewing agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the project documents by the Engineer, shall be considered as Supplementary Task(s) to the Engineer's Scope of Service and compensated for accordingly.

10. <u>Indemnification</u>: Engineer shall indemnify and hold harmless Client up to the amount of this contract fee (for services) from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.

Client shall indemnify and hold harmless Engineer under this Agreement, from loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error omission of Client.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

- Opinions of Probable Cost: Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgement as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.
- 12. <u>Governing Law & Dispute Resolutions</u>: This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the State of Illinois.

Any claim, dispute or other matter in question arising out of or related to this Agreement, which can not be mutually resolved by the parties of this Agreement, shall be subject to mediation as a condition precedent to arbitration (if arbitration is agreed upon by the parties of this Agreement) or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

The Client and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Requests for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable 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.

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.

- 13. Successors and Assigns: The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
- 14. <u>Waiver of Contract Breach</u>: The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
- 15. Entire Understanding of Agreement: This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void & without effect to the extent they conflict with the terms of this Agreement.
- 16. <u>Amendment</u>: This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".

- 17. <u>Severability of Invalid Provisions</u>: If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
- 18. <u>Force Majeure</u>: Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
- 19. <u>Subcontracts</u>: Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.
- 20. Access and Permits: Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer perform such services.
- 21. <u>Designation of Authorized Representative</u>: Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
- 22. Notices: Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.
- 23. <u>Limit of Liability</u>: The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Engineer's fee for professional engineering services rendered on this project as made part of this Agreement. Such causes included but are not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

24. <u>Client's Responsibilities</u>: The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Client agrees to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services which the Client may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Client.

The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss. The Client also agrees to require the Contractor to provide to the Engineer the required certificate of insurance.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants as additional insureds on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and noncontributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

In the event the foregoing requirements, or any of them, are not established by the Client and met by the Contractor, the Client agrees to indemnify and hold harmless the Engineer, its employees, agents, and consultants from and against any and all Losses which would have been indemnified and insured against by the Contractor, but were not.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are

specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

- 25. Information Provided by Others: The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.
- 26. Payment: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:

Collection Costs. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgement or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.

Suspension of Services. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in (Item 4 of) this Agreement.

27. When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and Client agrees not to modify or delete it:

Kotecki Waiver. Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, including 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 the Worker's Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Owner and Engineer and their agents, employees and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' 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. The Owner and Engineer are designated and recognized as explicit third party beneficiaries of the Kotecki Waiver within the general contract and all subcontracts entered into in furtherance of the general contract.

28. Job Site Safety/Supervision & Construction Observation: The Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Client agrees that the Contractor shall supervise and direct the work efficiently with his/her best skill and attention; and that the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and safety at the job site. The Client agrees and warrants that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and that the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby. The Engineer shall have no authority to stop the work of the Contractor or the work of any subcontractor on the project.

When construction observation services are included in the Scope of Services, the Engineer shall visit the site at intervals appropriate to the stage of the Contractor's operation, or as otherwise agreed to by the Client and the Engineer to: 1) become generally familiar with and to keep the Client informed about the progress and quality of the Work; 2) to strive to bring to the Client's attention defects and deficiencies in the Work and; 3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. If the Client desires more extensive project observation, the Client shall request that such services be provided by the Engineer as Additional and Supplemental Construction Observation Services in accordance with the terms of this Agreement.

The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the

Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

When municipal review services are included in the Scope of Services, the Engineer (acting on behalf of the municipality), when acting in good faith in the discharge of its duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved from all liability for any damage that may accrue to persons or property by reason of any act or omission in the discharge of its duties. Any suit brought against the Engineer which involve the acts or omissions performed by it in the enforcement of any provisions of the Client's rules, regulation and/or ordinance shall be defended by the Client until final termination of the proceedings. The Engineer shall be entitled to all defenses and municipal immunities that are, or would be, available to the Client.

29. Insurance and Indemnification: The Engineer and the Client understand and agree that the Client will contractually require the Contractor to defend and indemnify the Engineer and/or any subconsultants from any claims arising from the Work. The Engineer and the Client further understand and agree that the Client will contractually require the Contractor to procure commercial general liability insurance naming the Engineer as an additional named insured with respect to the work. The Contractor shall provide to the Client certificates of insurance evidencing that the contractually required insurance coverage has been procured. However, the Contractor's failure to provide the Client with the requisite certificates of insurance shall not constitute a waiver of this provision by the Engineer.

The Client and Engineer waive all rights against each other and against the Contractor and consultants, agents and employees of each of them for damages to the extent covered by property insurance during construction. The Client and Engineer each shall require similar waivers from the Contractor, consultants, agents and persons or entities awarded separate contracts administered under the Client's own forces.

30. <u>Hazardous Materials/Pollutants</u>: Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

Furthermore, Client understands that the presence of mold/mildew and the like are results of prolonged or repeated exposure to moisture and the lack of corrective action. Client also understands that corrective action is a operation, maintenance and repair activity for which the Engineer is not responsible.



Administration

AGENDA SECTION:

First Reading - EPS

SUBJECT:

Residential Refuse, Recycling and Yard Waste Contract

MEETING DATE:

March 6, 2018

FROM:

Emily Wagner, Administration Manager Jean Bueche, Management Analyst

Recommended Motion

Approve a Resolution Authorizing Execution of a Contract Extension Agreement Between the Village of Hinsdale and Allied Waste Services for the Collection and Disposal of Solid Waste, Landscape Waste, and Recyclable Materials; and

Approve a Resolution Authorizing Execution of a Contract Between the Village of Hinsdale and Allied Waste Services for the Collection and Disposal of Solid Waste, Landscape Waste, and Recyclable Materials; and

Approve an Ordinance to Amend Various Sections of Title 4 (Health and Sanitation), Chapter 3 (Solid Waste, Landscape Waste, and Recycling) of the Hinsdale Village Code Relative to Solid, Landscape and Recyclable Waste Collection Services.

Background

The following recommendations are provided to the Village Board based on the feedback received at the February 6, 2018, Village Board meeting:

- Contract Period
 - The Village will enter into a five-year contract with Republic Services with the option to renew for three additional collective years
 - Current contract extension from May 1, 2018, to October 31, 2018
 - New contract starts November 1, 2018, to October 31, 2023
- Senior Discount
 - 35-gallon backdoor collection with a receptacle provided by the homeowner
 - o 65-gallon curbside service with a toter provided by Republic Services
- Default Refuse Service
 - Default refuse collection service is curbside collection with the option to select back door refuse collection service
- Village Code Chapter 4
 - Based on the results of a municipal survey, staff is recommending to increase the annual scavenger license from \$50 per vehicle to \$850 annually regardless of contractor vehicle counts
- Recycling
 - A 95-gallon recycling toter will be available to residents by April 1, 2019

REQUEST FOR BOARD ACTION



- Organics Composting
 - Implementation of a pilot, voluntary, subscription-based program that will operate concurrently with yard waste collection from April to December

Budget Impact

Staff conducted a municipal survey regarding scavenger license fees. Increasing the annual scavenger fee will result in a revenue increase of approximately \$3,900.

Village Board and/or Committee Action

This item was discussed at the February 6, 2018, Village Board meeting.

Documents Attached

- 1. Staff memorandum dated February 6, 2018
- 2. Resolution to extend current agreement through October 31, 2018
- 3. Contract extension agreement
- 4. Resolution to approve a new contract effective November 1, 2018, through October 31, 2023
- 5. Draft contract between the Village of Hinsdale and Republic Services
- 6. Ordinance amending Title 4, Chapter 3 of the Hinsdale Village Code and municipal scavenger license survey

MEMORANDUM



DATE:

February 6, 2018

TO:

President Cauley and the Village Board of Trustees

FROM:

Emily Wagner, Administration Manager
Jean Bueche, Management Analyst

Brendon Mendoza, Administrative Analyst

CC:

Kathleen A. Gargano, Village Manager George Peluso, Public Services Director

RE:

Residential Refuse Contract Update

Recommendation

Village staff is recommending the Village enter into an agreement with Republic Services ("Republic") for the provision of a residential refuse, recycling and yard waste franchise agreement. The Village's current franchise agreement with Republic Services expires April 30, 2018. Staff is proposing a five-year contract with the option to renew for three, single years.

To ensure the service enhancements are implemented in the most efficient manner, staff is proposing that the current contract be extended to October 31, 2018, and the new contract commence on November 1, 2018.

Staff is seeking direction from the Village Board regarding the residential refuse contract, specifically the implementation of an annual clean-up program.

Background

Since 2007, the Village and Republic have engaged in a franchise agreement to provide residential refuse, recycling and yard waste services to the Village of Hinsdale. Contract extensions were granted in 2009, 2012 and 2015.

By way of background, below please find estimated data from 2015 regarding collection service levels in Hinsdale:

of 65

of 95

of 35

of Collections Per Week	Gallon/Back Door count	Gallon/Back Door Count	Gallon/Back Door Count	
Once a week	1,981	747	1,428	
Twice a week	157	58	202	
Total	2,038	805	1,630	

MEMORANDUM



The Village conducted a formal request for proposals (RFP) process in the fall of 2017 and received three responses. The RFP sought pricing for several models:

- A base bid for identical backdoor refuse and curbside recycling collections services
- A senior discount
- Flat rate collection services for automated curbside refuse and recycling collection services in addition to existing backdoor refuse collection services

Upon reviewing the responses, the Village proceeded with negotiations with Republic for a program that includes default backdoor service with residents able to opt-in and select curbside refuse collection services.

Service Enhancements

As part of this process, staff sought to evaluate residential service enhancements. In the fall of 2017 while conducting the RFP process, staff concurrently conducted a community-wide survey to evaluate residents' feedback. Several of the themes identified in the responses are as follows:

- Overall, residents are satisfied with the service provided by Republic
- Increase the size of recycling toters
- Provide curbside refuse service
- Secure lower prices for refuse collection services
- Secure lower prices for yard waste stickers

As noted earlier, staff used this opportunity during the RFP process to seek several customer service enhancements that also aligned with feedback received from the community survey. As a result, the following is a summary of the proposed service enhancements in the new contract:

- The addition of curbside refuse collection service for 65-gallon and 95-gallon toters at a reduced rate in addition to backdoor collection service
- The addition of a senior discount for 65-gallon curbside refuse collection
- The addition of a 95-gallon toter for recycling collection
- No increase to the cost of the yard waste sticker for the following contract year

The following chart compares the current levels of service and rates to the proposed contract provisions:

Service Levels	Current Rates	Proposed Monthly Rates for First Contract Year
65 gal. recycling, curbside	No cost	No cost
95 gal. recycling, curbside	Not offered	No cost
35 gal. refuse, backdoor	\$27.40	\$31.00
65 gal. refuse, backdoor	\$32.28	\$35.00
65 gal. refuse, curbside	Not offered	\$19.60
65 gal. refuse, curbside, senior discount	Not offered	\$17.60

VILLAGE OF Linadale Est. 1873

MEMORANDUM

95 gal. refuse, backdoor	\$33.14	\$36.00
95 gal. refuse, curbside	Not offered	\$21.85
35 gal. refuse, backdoor, 2x week	\$41.56	\$44.53
65 gal. refuse, backdoor, 2x week	\$46.30	\$49.23
65 gal. refuse, curbside, 2x week	Not offered	\$28.35
95 gal. refuse, backdoor, 2x week	\$47.09	\$50.07
95 gal. refuse, curbside, 2x week	Not offered	\$31.25
Yard waste sticker	\$3.25	\$3.25
Various municipal sites	Included	Included

For example under the proposed contract, a resident who currently has 65-gallon, 1x per week, backdoor refuse collection service pays \$32.28/month. Under the proposed contract, the price for 65-gallon, 1x week, curbside collection is \$19.60/month. *The difference in annual costs for both programs will yield a savings of approximately \$152.*

Alternate Services

As part of the RFP process, staff requested information and prices for additional services:

Pilot an organics composting program
 As part of the RFP process, staff sought proposals for an organics composting program.
 The following monthly fee schedule is for a voluntary, subscription-based curbside organics program. Residents would dispose of their organics in the same container as their yard waste collection.

	2018	2019	2020	2021	2022
65-Gallon	\$17.50	\$18.00	\$18.50	\$19.00	\$19.75
95-Gallon	\$22.50	\$23.25	\$24.00	\$24.50	\$25.25

This is optional and residents would have to elect into this program. Organics would include the following: fruits, vegetables, meat, coffee grounds, etc. This program would run concurrently with yard waste collection from approximately April to December.

- Weekly curbside e-waste collection
 - After discussing this service with Republic, staff does not recommend implementing this program due to possible security concerns with personal information saved on electronic devices.
 - Staff will work to improve advertising of alternate electronics recycling programs located near Hinsdale.
- Annual clean-up/amnesty day
 - Republic provided rates for this additional service. This program allows residents to place any items at the curb on a single day designated on an annual basis.
 Due to logistics, this program must be offered to the entire community.
 - The additional monthly cost per customer is as follows:
 - Year 1: \$0.91

MEMORANDUM



Year 2: \$0.94

Year 3: \$0.97

Year 4: \$1.00

Year 5: \$1.03

Staff is seeking direction from the Village Board regarding the implementation of an annual clean-up program.

Considerations and Next Steps

Due to the timing of the contract and to ensure proper implementation of the customer service enhancements, staff is proposing to extend the current agreement from April 30, 2018, to October 31, 2018. Thereafter, the terms of the new contract year would commence on November 1, 2018. It is not uncommon for residents to travel during summer months and staff wants to ensure that residents are aware of these upcoming changes.

With regard to service selection, Republic recommends that backdoor service remain the default service with residents needing to opt-in and select curbside refuse collection services. Residents will be notified of the curbside offering through marketing materials that will be mailed to each household. Residents will be directed to contact Republic to change from backdoor to curbside service. Residents who select curbside service will not have to pay any additional fees for the new toters. Additionally, residents may elect to change their service selection at any time during the year.

Republic has also recommended that the implementation date of the 95-gallon recycling toter be delayed until after the new curbside refuse collection services program is underway. It is recommended that the 95-gallon recycling toter option be implemented by April 1, 2019.

Republic will continue to manage all account billing, including the verification of a senior discount. It is recommended that the age of the senior discount commence at 65 years.

In addition to Republic providing competitive pricing, Republic is the incumbent contractor and has provided years of high-quality, knowledgeable service to the Hinsdale community.

The proposed contract is for five years and includes an option for the Village to renew services for three additional one-year terms.

Tentative Proposed Timeline

As a result of recommendations from Republic, the following is a proposed timeline to provide the most efficient program implementation:

- February 6: Discussion item at Village Board meeting
- February 20: First reading at Village Board meeting
- March 6: Second reading at Village Board meeting
- Based on feedback from the February 6 Village Board meeting, draft marketing materials for the Village website, eHinsdale, press releases, Channel 6, etc.
- Collaborate with Republic to create information piece that will be mailed to every household with service options



MEMORANDUM

- Continuous ongoing marketing and advertising for new program
- Summer 2018: Residents may select new refuse service options
- October 31: End of extended contract
- November 1: Date of new contract
- April 1, 2019: Implement new 95-gallon recycling toter

Marketing Plan

Staff will use the following communication mediums to implement the collection service enhancements:

- Website, eHinsdale and Channel 6
- Press releases to local newspapers: The Hinsdalean and The Doings
- Direct mail piece sent to every household at Republic's expense
- Staged refuse toters at Village Hall
- Brochure placement at other community locations, such as the Library, Community House and train stations

Next Steps

Based on feedback at the February 6 Village Board meeting, staff will proceed with finalizing a contract between the Village and Republic and updating the Village Code, Chapter 3 – Solid Waste, Landscape Waste and Recycling

RESOLUTION NO.	
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A RESOLUTION OF THE VILLAGE OF HINSDALE APPROVING AND AUTHORIZING THE EXECUTION OF A CONTRACT EXTENSION AGREEMENT BETWEEN THE VILLAGE OF HINSDALE AND ALLIED WASTE SERVICES FOR THE COLLECTION AND DISPOSAL OF SOLID WASTE, LANDSCAPE WASTE, AND RECYCLABLE MATERIALS

WHEREAS, the Village of Hinsdale (the "Village") is a non-home rule unit of government under Article VII of the Illinois Constitution of 1970; and

WHEREAS, Section 10(a) of Article VII of the Constitution of the State of Illinois of 1970 authorizes the Village to enter into contracts with individuals, associations, and corporations in any manner not prohibited by law or by ordinance; and

WHEREAS, the Village and Allied Waste Disposal Services of North America, LLC, a Delaware limited liability company d/b/a Republic Services of Melrose Park (the "Contractor"), entered into a "Contract", effective May 1, 2015, for the collection and disposal of refuse and recyclable material generated by all residential dwellings in the Village; and

WHEREAS, Article VII Section 7.1 of the Contract indicates the Parties' intention that the contract "remain in effect until April 30, 2018"; and

WHEREAS, Article VII Section 7.2 of the Contract permits the Village and the Contractor to extend the Contract thereafter for a period of up to three (3) years beyond the original termination date; and

WHEREAS, the Contractor and the Village now desire to extend the Contract for a period of six (6) months pursuant to Article VII Section 7.2 of the Contract; and

WHEREAS, the Mayor and Board of Trustees of the Village of Hinsdale find that it is in the best interests of the residents of the Village to extend the term of the Contract for a period of six (6) months beyond the April 30, 2018, termination date of the Contract to October 31, 2018.

WHEREAS, pursuant to its contracting authority provided by Article VII, Sections 6 and 10(a) of the Illinois Constitution of 1970, and Section 11-19-1 of the Illinois Municipal Code (65 ILCS 5/11-19-1), the President and Board of Trustees finds that entering into a Contract Extension Agreement Between the Village of Hinsdale and Allied Waste Services for the Collection and Disposal of Solid Waste, Landscape Waste, and Recyclable Materials (the "Contract Extension Agreement") with Contractor is in the best interests of the Village. A copy of the Contract Extension Agreement is attached hereto as Exhibit A and made a part hereof; and

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF HINSDALE, DUPAGE AND COOK COUNTIES, ILLINOIS:

SECTION 1: The recitals in the Whereas paragraphs set forth above are incorporated into Section 1 of this Resolution.

SECTION 2: That the Village and Contractor hereby agree to the Contract Extension Agreement, attached hereto as **Exhibit A**, providing for a six (6) month extension of the Contract, from April 30, 2018, to October 31, 2018, the terms of said Contract being continued by and between the Parties as set forth therein.

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

ADOPTED this day of	_, 2018, pursuant to a roll call vote as follows:
AYES:	
NAYS:	
ABSENT:	
APPROVED by me, and attest	ed by the Village Clerk, on this day of
, 2018.	
ATTEST:	VILLAGE PRESIDENT
VILLAGE CLERK	_

Exhibit A

Contract Extension Agreement Between the Village of Hinsdale and Allied Waste Services for the Collection and Disposal of Solid Waste, Landscape Waste, and Recyclable Materials

(attached)

CONTRACT EXTENSION AGREEMENT BETWEEN THE VILLAGE OF HINSDALE AND ALLIED WASTE SERVICES FOR THE COLLECTION AND DISPOSAL OF SOLID WASTE, LANDSCAPE WASTE, AND RECYCLABLE MATERIALS

This Contract Extension Agreement is made and entered on the Effective Date by and between the Village of Hinsdale, an Illinois municipal corporation (hereinafter the "Village"), and Allied Waste Disposal Services of North America, LLC, a Delaware limited liability company d/b/a Republic Services of Melrose Park (hereinafter the "Contractor") (referred collectively to as the "Parties").

- WHEREAS, the Village and Allied Waste Disposal Services of North America, LLC, a Delaware limit liability company d/b/a Republic Services of Melrose Park (the "Contractor"), entered into a "Contract", effective May 1, 2015, for the collection and disposal of refuse and recyclable material generated by all residential dwellings in the Village. A copy of the Contract is attached hereto as **Exhibit A** and made a part hereof; and
- **WHEREAS**, Article VII Section 7.1 of the Contract indicates the Parties' intention that the contract "remain in effect until April 30, 2018"; and
- WHEREAS, Article VII Section 7.2 of the Contract permits the Village and the Contractor to extend the Contract thereafter for a period of up to three (3) years beyond the original termination date; and
- **WHEREAS**, the Contractor and the Village now desire to extend the Contract a for a period of six (6) months pursuant to Article VII Section 7.2 of the Contract; and
- **WHEREAS**, the Mayor and Board of Trustees of the Village of Hinsdale find that it is in the best interests of the residents of the Village to extend the term of the Contract for a period of six (6) months beyond the April 30, 2018, termination date of the Contract to October 31, 2018.
- It is hereby agreed by and between the Village of Hinsdale and Allied Waste Disposal Services of North America, LLC, as follows:
- **SECTION 1**: That the recitals set forth above are incorporated herein as findings of the Parties as if set fully forth.
- **SECTION 2**: That the Village and Contractor hereby agree to a six (6) month extension of the Contract, from April 30, 2018, to October 31, 2018, the terms of said Contract being continued by and between the Parties as set forth therein.
- **SECTION 3**: This Contract Extension Agreement shall become effective upon the date executed by the Village Manager and attested by the Village Clerk (the "Effective Date").

IN WITNESS WHEREOF, the Parties hereto have executed this Contract Extension Agreement.

Village of Hinsdale	Allied Waste Services of North America, LLC
An Illinois municipal corporation	An Illinois corporation
By:Village Manager	By:
Date:	Date:
Attest:	Attest:
Christine M. Bruton, Village Clerk	

R	ES	OL	UT	1	O	Ν	N	0	,	

A RESOLUTION OF THE VILLAGE OF HINSDALE APPROVING AND AUTHORIZING EXECUTION OF CONTRACT BETWEEN THE VILLAGE OF HINSDALE AND ALLIED WASTE SERVICES FOR THE COLLECTION AND DISPOSAL OF SOLID WASTE, LANDSCAPE WASTE, AND RECYCLABLE MATERIALS

WHEREAS, the Village of Hinsdale (the "Village") is a non-home rule unit of government under Article VII of the Illinois Constitution of 1970; and

WHEREAS, Section 10(a) of Article VII of the Constitution of the State of Illinois of 1970 authorizes the Village to enter into contracts with individuals, associations, and corporations in any manner not prohibited by law or by ordinance; and

WHEREAS, the President and Board of Trustees of the Village desire to enter into a Contract with Allied Waste Disposal Services of North America, LLC, a Delaware limited liability company d/b/a Republic Services of Melrose Park (the "Contractor"), for the collection and disposal of refuse and recyclable material generated by all residential dwellings in the Village; and

WHEREAS, the President and Board of Trustees have determined that approval of the Contract with the Contractor will serve the public health, safety, and welfare; and

WHEREAS, pursuant to its contracting authority provided by Article VII, Sections 6 and 10(a) of the Illinois Constitution of 1970, and Section 11-19-1 of the Illinois Municipal Code (65 ILCS 5/11-19-1), the President and Board of Trustees finds that entering into the Contract Between the Village of Hinsdale and Allied Waste Services for the Collection and Disposal of Solid Waste, Landscape Waste, and Recyclable Materials (the "Contract") with Contractor is in the best interests of the Village. A copy of the Contract is attached hereto as **Exhibit A** and made a part hereof.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF HINSDALE, DUPAGE AND COOK COUNTIES, ILLINOIS:

SECTION 1: The recitals in the Whereas paragraphs set forth above are incorporated into Section 1 of this Resolution.

<u>SECTION 2</u>: The President and Board of Trustees of the Village of Hinsdale approve of the Contract entitled "Contract Between the Village of Hinsdale and Allied Waste Services for the Collection and Disposal of Solid Waste, Landscape Waste, and Recyclable Materials," between the Village and Contractor, a copy of which is attached hereto as <u>Exhibit A</u> and made a part hereof, and the President and Clerk of the Village of Hinsdale, or their designees, are authorized and directed to execute and deliver the Contract and such other instruments, as may be necessary or convenient for the Village

to fulfill its obligations under the Contract. Any necessary minor modifications made subsequent to Board approval and prior to execution are subject to the approval of the Village Manager and Village Attorney.

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

ADOPTED this	day of, 2018, pursuant to a roll call vote as follows:
AYES: _	
NAYS: _	
APPROVED by	me, and attested by the Village Clerk, on thisday of
, 2018.	
	VILLAGE PRESIDENT
ATTEST:	
VILLAGE CLI	ERK

Exhibit A

Contract Between the Village of Hinsdale and Allied Waste Services for the Collection and Disposal of Solid Waste, Landscape Waste, and Recyclable Materials

(attached)

VILLAGE OF HINSDALE

A CONTRACT BETWEEN THE VILLAGE OF HINSDALE AND ALLIED WASTE SERVICES FOR THE COLLECTION AND DISPOSAL OF SOLID WASTE, LANDSCAPE WASTE, AND RECYCLABLE MATERIALS

Pursuant to and in accordance with Title 4, Chapter 3 of the Hinsdale Municipal Code, as it may be amended from time to time, the Village of Hinsdale, an Illinois municipal corporation, (the "Village") extends its award to Allied Waste Services of North America LLC, a Delaware limited liability company, a Delaware limited liability company d/b/a Republic Services of Melrose Park authorized to do business in Illinois, (the "Contractor") and the Contractor accepts, of this exclusive contract and license to collect and dispose of solid waste and landscape waste, and a non-exclusive, revocable contract to collect recyclable materials, from all residential dwellings (the "Contract") as of November 1, 2018. In consideration of the mutual promises set forth below, the Village and the Contractor hereby agree as follows:

ARTICLE I: THE WORK

1.1 General Definition of the Work

The Work is defined as the collection and disposal of all municipal and residential solid waste from the Village and from all residential dwellings in the Village (the "Customers") in the manner prescribed in Article II of this Contract, and the collection and disposal of all landscape waste from the Customers in the manner prescribed in Article III of this Contract, and the collection and disposal of all recyclable materials from the Customers in the manner prescribed in Article IV of this Contract.

1.2 Contractor's Duty to Perform the Work

Contractor shall undertake all of the following, at the Contractor's sole cost and expense:

- A. <u>Labor, Materials, and Supplies</u>. Provide and perform, in the manner described and specified in this Contract, all necessary labor, services, equipment, materials, supplies, and other means and items necessary to accomplish the Work.
- B. <u>Permits, Bonds, and Insurance</u>. Obtain and furnish all governmental permits, licenses, and approvals and all bonds and insurance necessary in connection with the Work. It shall be Contractor's sole responsibility to determine the licenses, approvals, and permits

required to perform the Work and to obtain all such licenses, approvals, and permits. No compensation shall be paid by the Village for Contractor's costs to obtain such licenses, approvals, and permits.

- C. <u>Taxes</u>. Pay all applicable federal, State of Illinois, and local taxes.
- D. <u>Miscellaneous</u>. Do all other things required of Contractor by this Contract.

1.3 Billing; Payment for the Work

- A. <u>Billing</u>. Contractor shall be solely responsible for all billing and collection of all rates and charges for the Work. Contractor shall bill all customers directly. The Village shall have no responsibility for the billing of any account. Customers shall be permitted to pay bills from Contractor at any time prior to the 15th day of the second month of each billing cycle.
- B. Rates and Charges. The rates and charges billed by Contractor for the Work shall be as set forth in Attachment A to this Contract, which is hereby incorporated into this Contract. Contractor agrees that the rates and charges established in Attachment A, constitute full and adequate compensation to Contractor for the Work (the "Contract Price").

C. Adjustment of Rates and Charges.

- (i) No Adjustment for Disposal Facility Fees. Contractor shall be solely responsible for all fees charged by all operators of any disposal facility used by Contractor. No adjustment shall be allowed for any increase in disposal facility fees or tipping fees.
- (ii) Governmental Taxes or Fees. The rates and charges may be adjusted in an amount sufficient to offset any fee, surcharge, duty, tax, or other charge imposed by the federal government, the State of Illinois, or any local government agency, which fee is payable solely by reason of the nature of the operations conducted by Contractor under this Contract; provided, however, that prior to the implementation of such adjustment, Contractor shall deliver to the Village any and all documentation justifying the adjustment as may be requested by the Village Manager. Contractor shall notify Customers in writing of any rate or charge adjustment at least thirty (30) days prior to the effective date of the adjustment.

(iii) Fuel Adjustment:

- In the event that the average cost of diesel fuel, for a period of ninety (90) days ("Fuel Increase Measurement Period"), exceeds Four and 00/100 Dollars (\$4.00) per gallon (hereinafter referred to as "Upper Fuel Threshold") the Contractor may, at any time, evaluate the need to increase the monthly charges provided in the schedule of rates, attached hereto as Attachment A, for the following year (hereinafter referred to as a "Fuel Expense Increase"). If the Contractor verifies that there is a need for a Fuel Expense Increase, it may, within thirty (30) days after the end of any Fuel Increase Measurement Period, provide the Village with a written request for an increase in the monthly charges for its refuse services (hereinafter the "Fuel Request"). No more than one (1) Fuel Request shall be made by the Contractor in any twelve (12) month period. Any such Fuel Request shall be in writing and shall include at minimum the following information:
 - (1) The calculations relative to the price per gallon for diesel fuel during the Fuel Increase Measurement Period which indicate that the average price per gallon for diesel fuel is above the Upper Fuel Threshold;
 - (2) calculations demonstrating the impact of the Fuel Expense Increase on the cost of the services being provided by Contractor hereunder;
 - (3) the proposed revised monthly charges as a result of the Fuel Expense Increase.

Within thirty (30) days of the receipt of any such Fuel Request, the Village and Contractor shall meet to discuss the Fuel Request, and determine what revisions, if any, should be made to the monthly charges as a result of the Fuel Expense Increase. In regard to said Fuel Request, the Village may request, and Contractor shall provide in response thereto, additional documentation or information that the Village deems necessary to assist in the Village's analysis of the Fuel Request. The approval of any increase in the monthly charges, as a result of any Fuel Request, (hereinafter referred to as the "Fuel Increase"), shall be mutually agreed upon. Any changes to the monthly charges as a result of a Fuel Increase would go into effect no sooner than one hundred and twenty (120) days after said Fuel Increase is agreed upon. Provided, however, that if the

parties are unable to reach an agreement as to the amount of any increase then the Contractor or Village may cancel this Agreement upon ninety (90) days notice to the other party; and

In the event that immediately following a Fuel Request, the average cost of diesel fuel decreases below the Upper Fuel Threshold prior to the implementation of any Fuel Increase, any Fuel Request and agreed changes to the Contractor's monthly charges shall be void, and the Contractor's monthly charges shall not be adjusted. In the event that after a Fuel Increase is implemented the average cost of diesel fuel decreases below the Upper Fuel Threshold, the Contractor shall, adjust the monthly charges to eliminate the fuel increase as of May 1 following the Fuel Request.

- b. In the event that the average cost of diesel fuel, for a period of ninety (90) days ("Fuel Decrease Measurement Period"), is less than One and 75/100 Dollars (\$1.75) per gallon (hereinafter referred to as "Lower Fuel Threshold"), the Contractor or the Village may, at any time, evaluate the need to decrease the monthly charges provided in the schedule of rates, attached hereto as Attachment A. for the following year, (hereinafter referred to as the "Fuel Expense Decrease"). If the Contractor and/or Village desires to initiate a Fuel Expense Decrease, the Contractor and/or Village shall within thirty (30) days after the end of any Fuel Decrease Measurement Period provide the other party with a written notification (hereinafter the "Fuel Decrease Notification"), No more than one (1) Fuel Decrease Notification shall be submitted by the Contractor and/or Village in any twelve (12) month period. Any such Fuel Decrease Notification shall be in the following form and include at least the following information:
 - (1) The calculations relative to the price per gallon for diesel fuel during the Fuel Increase Measurement Period which indicate that the average price per gallon for diesel fuel is below the Lower Fuel Threshold;
 - (2) calculations demonstrating how the Fuel Expense Decrease impacts the cost of the services being provided by Contractor hereunder, which costs the Contractor shall make available to the Village upon reasonable request such that the Village be permitted to make a Fuel Expense Decrease as requested herein;

(3) the proposed revised monthly charges as a result of the Fuel Expense Decrease.

Within thirty (30) days of the receipt of any such Fuel Decrease Notification, the Village and Contractor shall meet to discuss the Fuel Expense Decrease, and determine what revisions, if any, should be made to the monthly charges as a result of the Fuel Expense Decrease. In regard to said Fuel Decrease Notification, the Village may request, and Contractor shall provide in response thereto, additional documentation or information that the Village deems necessary to assist in the Village's analysis of the Fuel Expense Decrease. The approval of any decrease in the monthly charges, as a result of any Fuel Decrease Notification, (hereinafter referred to as the "Fuel Decrease"), shall be mutually agreed upon, which the Contractor agrees to exercise in a reasonable manner. Any changes to the monthly charges as a result of a Fuel Increase would go into effect no sooner than one hundred and twenty (120) days after such decrease is agreed upon, provided, however, that if the parties are unable to reach an agreement as to the amount of any increase then the Contractor or Village may cancel this Agreement upon ninety (90) days notice to the other party; and

In the event that immediately following a Fuel Request, the average cost of diesel fuel increases above the Lower Fuel Threshold prior to the implementation of a Fuel Decrease, any Fuel Request and agreed changes to the Contractor's monthly charges shall be void. In the event that after a Fuel Decrease is implemented the average cost of diesel fuel increases above the Lower Fuel Threshold, the Contractor shall, adjust the monthly charges to eliminate the fuel decrease as of May 1 following the Fuel Request.

D. <u>Notice of Increases in Rates and Charges</u>. Contractor shall notify all Customers of any increases in rates or charges in writing with the last bill to each Customer before the new rates go into effect.

ARTICLE II: SOLID WASTE COLLECTION

2.1 Solid Waste Collection Service

Contractor shall collect from all Customers one (1) can, bag, or Contractor supplied cart of solid waste that has been properly placed for collection, plus all additional cans, bags, or carts of solid waste that have prepaid stickers affixed to

them and that have been properly placed for collection. The charge for containers in addition to the one (1) can or bag shall be as established in Attachment A. "Solid waste" means garbage, refuse, and other material resulting from operation of residential establishments and from community activities. Solid waste shall include small amounts of construction debris and materials that one (1) person can load into the collection vehicle. Solid waste does not include Excluded Waste.

2.2 Service Features

Contractor shall provide all Customers with the following service options:

- A. <u>Frequency of Collection</u>. Once each week, with the Village served on two days. A second pick-up day shall be scheduled each week, but solely for those customers electing twice-each-week service.
- B. <u>Location of Residential Dwelling Service</u>. Service shall be provided at the rear door or curbside, based on customer selection.
- C. <u>Containers</u>. For rear door collection, all solid waste placed by customers for collection, except bulk items, shall be contained in the following containers:
 - (i) Metal or plastic cans, or plastic or paper bags, each of which shall not exceed thirty-four (35) gallons in capacity or sixty (60) pounds in weight; or
 - (ii) A 65-gallon Contractor supplied refuse cart; or
 - (iii) A 95-gallon Contractor supplied refuse cart.

Rear door collection shall be made at location accessible by a paved surface and which is not located in a garage or shed, behind locked gates or in a location guarded by dogs.

For curbside collection, all solid waste placed by customers for collection, except bulk items, shall be contained in the following containers:

- (i) A 65-gallon Contractor supplied refuse cart; or
- (ii) A 95-gallon Contractor supplied refuse cart.

Curbside collection shall be made at a location adjoining a street and within the parkway area used for staging recyclables.

Contractor shall provide a 65- or 95-gallon refuse cart to each customer at the customer's request and expense for use as a solid waste container in conjunction with either once-per-week or twice-per-week collection service. No deposit shall be required for rental of toters during the term of this Contract.

- D. <u>Collection Days</u>. Contractor shall have vehicles for the collection of Solid Waste in the Village on Monday and Thursday, or as mutually agreed upon by the parties.
- Ε. Program Transition. The location of residential dwelling service for solid waste collection service under the previous contract between the Village and the Contractor was rear door collection. No sooner than August 1, 2018, the alternative of curbside solid waste collection shall be provided as at the customer's option or direction in addition to rear door collection. Contractor shall, at its sole cost and expense, promote the availability of curbside solid waste service in the Village, including, without limitation, distribution of educational and promotional literature to Customers and participation in public awareness programs. The Village shall assist the Contractor by including information options on program through general communication, information in the Village newsletters and providing a link to a contractor-supplied service selection form on a contractorsupplied web page. Service changes shall be effective November 1, 2018. Curbside refuse and recycling collection is the default collection service as of November 1, 2018.

2.3 Municipal Services

Contractor shall incorporate the services that found in Attachment C. All scheduled services that were included in the Disposal for Village Facilities contract, which included scheduled service to downtown sidewalk containers, dumpster service at Village buildings and park facilities, scheduled collection in parks, recycling at public buildings, and roll-off dumpster service (sixty (60) per year) at the Public Services facility are included and incorporated in this Contract.

The roll-off dumpster loads at the Public Services facility shall be limited to five (5) tons, with any excess tonnage to be billed to the Village at a rate of \$68.00 per ton for the first contract year; \$70.00 per ton for the second contract year; \$72.00 per ton for the third contract year; \$74.00 per ton for the fourth contract year and \$76.50 per ton for the fifth contract year Should the number of roll-off dumpsters exceed 60 per contract year, the contractor shall bill the Village for service at a cost of \$153.00 per load plus \$68.00 per ton for the first contract year, \$158.00 per load plus \$70.00 per ton for the second contract year, \$163.00 per load plus \$72.00 per ton for the third contract year, \$167.00 per load plus \$74.00 per ton

for the fourth contract year, and \$172.00 per load plus \$76.50 per ton for the fifth contract year.

2.4 Bulk Item Collection

Contractor shall collect each bulk item that has two (2) prepaid stickers affixed to it and that has been properly placed for curbside collection, including all items that are too large to fit into an approved container such as boxes, crates, furniture, carpet, mattresses, box springs, household appliances, and similar items. The charge for any such pick up shall be as established in Attachment A. Except as provided in Section 2.1 above, Contractor shall not be responsible for collecting certain items including Electronic Waste (as defined by Illinois law), construction debris, landscape waste, concrete, stone, dirt, large automobile parts, liquid waste, and tree stumps as part of the collection of bulk items.

2.6 Holiday Trees

Contractor shall collect, at no additional cost to any customer, any holiday tree placed at curbside for collection.

2.7 Stickers

- A. <u>General</u>. Contractor shall arrange for the advance sale of stickers to be affixed to cans, bags, or toters of solid waste and to bulk items. Note that the same sticker that is used for solid waste and bulk items also shall be used for landscape waste (see Subsection 3.3A below). Contractor shall be responsible for all sales of stickers, accounting and collection of proceeds of such sales, and gathering of stickers during collection.
- B. <u>Sale Locations</u>. Contractor shall arrange for, supervise, and handle the sale of stickers (i) at not less than three (3) and preferably six (6) business locations in the Village, (ii) at the Village Hall, and (iii) by mail from Contractor.

2.8 Monthly Reports

Contractor shall prepare and submit to the Village, before the 15th day of each month, a report detailing all solid waste collection and disposal activities for the previous month. Such report shall include, without limitation, the amount of solid waste collected, tipping fees paid to dispose of such solid waste, location of disposal, and the like. Such report shall be on a form provided by the Village.

2.9 Excluded Waste

Contractor shall not be required to collect and dispose of hazardous waste, Electronic Waste, radioactive, medical, pathological waste or other material banned from landfill disposal by Illinois or federal law or regulations, other than large appliances ("Excluded Waste"). When Contractor encounters Excluded Waste during collection, then Contractor shall promptly notify the Village of each such instance on a form approved by the Village. See Section 7.15 of this Contract for provisions related to notice to customers regarding improperly prepared or improper materials.

ARTICLE III: LANDSCAPE WASTE COLLECTION

3.1 Landscape Waste Collection Service

Contractor shall collect from all Customers all landscape waste. "Landscape waste" means all accumulations of grass or shrubbery cuttings, leaves, tree limbs, weeds, and other material accumulated as the result of the care of lawns, shrubbery, vines, and trees, and as otherwise described by State law.

3.2 Service Features

- A. <u>Frequency</u>. Once each week, with service on the same day that solid waste is collected in that portion of the Village. Contractor shall collect landscape waste commencing each year on the week including April 1 and continuing through the week including November 30. The time period for such services may be expanded to include additional weeks upon the mutual written agreement of the parties to this Contract.
- B. <u>Location</u>. Contractor shall provide curbside service for collection of landscape waste.
- C. <u>Containers</u>. All solid waste placed by customers for collection shall be contained in the following containers or bundles:
 - (i) Metal or plastic cans not exceeding thirty-five (35) gallons in capacity and clearly marked as landscape waste by the customer; or
 - (ii) Biodegradable paper "kraft"-type bags not exceeding thirty-two (32) gallons in capacity; or
 - (iii) Tightly tied with biodegradable string or twine, in a bundle not exceeding four (4) feet in length or sixty (60) pounds in weight.

Contractor shall provide a 65- or 95-gallon cart to each customer at the customer's request and expense for use as a solid waste container in conjunction with either once-per-week or twice-per-week collection service. Charges shall be as found in Attachment A. No deposit shall be required for rental of cart during the term of this Contract.

3.3 Stickers

- A. General. Contractor shall be paid for all collection of landscape waste through the advance sale of stickers to be affixed to cans, bags, and bundles of landscape waste to be collected. The same sticker that is used for solid waste and bulk items also shall be used for landscape waste. Contractor shall be responsible for all sales of stickers, accounting and collection of proceeds of such sales, and gathering of stickers during collection.
- B. <u>Sale Locations</u>. Contractor shall arrange for, supervise, and handle the sale of Landscape Waste stickers (i) at not less than three (3) and preferably six (6) business locations in the Village, (ii) at the Village Hall, and (iii) by mail from Contractor.

3.4 Leaf Collection

Contractor shall conduct unlimited collection of leaves in Kraft paper yard waste bags without stickers for six (6) consecutive weeks in the fall. The commencement date for this collection shall be authorized by the Director of Public Services. Other yard waste shall require standard landscape waste stickers.

3.5 Monthly Reports

Contractor shall prepare and submit to the Village, before the 15th day of each month, a report detailing all landscape waste collection and disposal activities for the previous month. Such report shall include, without limitation, the amount of landscape waste collected, fees paid to dispose of such landscape waste, location of disposal, and the like. Such report shall be on a form provided by the Village.

3.6 Organics Collection

Attachment A shall contain rate information for a voluntary curbside organics collection program.

ARTICLE IV: RECYCLABLE MATERIALS COLLECTION

4.1 Recyclables Collection Service

Contractor shall collect from all customers the following recyclable materials: brown glass containers; green glass containers; clear glass containers; file stock; newspaper; junk mail; magazines and catalogs, plain and glossy; white ledger paper; colored ledger paper; mixed paper; directories; computer paper; telephone books; #6 newsprint; #8 newsprint; fiber egg cartons; flattened cardboard, plain and corrugated; empty aerosol cans; chipboard; 6- and 12-pack rings; carrier stock; pigmented PETE #1; clear PETE #1; natural HDPE #2; pigmented HDPE #2; PVC #3; LDPE #4 bottles and containers; PP #5 bottles; #7 bottles; aluminum cans; clean aluminum foil; clean pie plates; empty steel cans; empty bi-metal cans; milk and juice cartons and boxes.

The list of recyclable materials required to be collected by Contractor pursuant to this section may be expanded to include additional recyclable materials on the mutual written agreement of the Village and Contractor. Contractor may, upon thirty (30) days' written notice to the Village, remove a recyclable material from the list of acceptable recyclable materials if the material is no longer marketable. Contractor will, as appropriate and with Village approval, provide notification to customers of any such removal.

4.2 Service Features

- A. <u>Frequency</u>. Once each week, with pickup on the same day that solid waste is collected in that portion of the Village.
- B. <u>Location</u>. Contractor shall provide curbside service for collection of recyclable materials.
- C. Containers. All recyclable materials placed by customers for collection shall be placed in a 65-gallon recycling cart provided by the Contractor bearing a recycling logo or, in the case of hardship as determined by the Village Manager or his (or her) designee, a Contractor supplied 35-gallon recycling cart bearing a recycling symbol. All customers as of the effective date of this Contract shall be supplied with one (1) such container, provided that the customer does not already have a container. Each new customer without a container shall be supplied with one (1) such container. At customer's request, Contractor shall be responsible for making available and distributing 95-gallon recycling carts on or before April 1, 2019, which shall be provided instead of 65-gallon recycling cart. Contractor shall distribute replacement containers established in Attachment A to this Contract; provided, however, that Contractor shall replace any lost or damaged containers

at its own expense. The Contractor may charge a refundable security deposit not to exceed \$65.00 to replace lost containers. The Contractor shall refund the deposit when the container is returned to the Contractor, or when the Contractor terminates this Agreement. All recycling carts shall remain the property of the Contractor.

D. <u>Commingling</u>. All types of recyclable materials may be commingled in a single container.

4.3 Location of Service

Contractor shall provide curbside service for collection of recyclable materials.

4.4 Collection Day

- A. <u>Residential Dwellings</u>. Contractor shall collect recyclables from all Customers once each week on one of each Customer's regular Solid Waste collection days.
- B. <u>Municipal Buildings and Sites</u>. Contractor shall collect recyclables from the municipal buildings and sites listed in Attachment C on a date mutually acceptable to the Village and Contractor.

4.5 <u>Improper Materials</u>

When Contractor, during collection, encounters materials not included in the list of Recyclable Materials contained in Section 4.1 above, then Contractor shall not be required to collect such materials but shall collect all Recyclable Materials. Contractor shall promptly notify the Village of each such instance on a form approved by the Village. See Section 6.15 of this Contract for provisions related to notice to Customers regarding improperly prepared materials.

4.6 Processing of Recyclables

Contractor shall deliver all Recyclable Materials to an appropriate facility for recycling. No Recyclable Materials shall be delivered to any landfill or other facility for disposal.

4.7 Monthly Reports

Contractor shall prepare and submit to the Village, before the 15th day of each month, a report detailing all recycling collection and disposal activities for the previous month. Such report shall include, without limitation, the amount of each type of Recyclable Material collected, the after-market vendor of each recyclable, the

rate of Customer participation in the recycling program, and the like. Such report shall be on a form provided by the Village.

4.8 Net Proceeds

Contractor shall retain all proceeds from the sale of the Recyclable Materials less all processing and transportation costs, provided all provisions in this Article of this Contract are successfully fulfilled as determined by the Village. The Contractor assumes full responsibility for the payment of all expenses, and hereby indemnified the Village from any and all claims concerning the payment of such expenses, associated with the processing and transportation of all Recyclable Materials.

4.9 Promotion/Educational Programs

Contractor shall, at its sole cost and expense, actively promote community-wide recycling in the Village, including, without limitation, distribution of educational and promotional literature to Customers and participation in educational programs.

ARTICLE V: FINANCIAL ASSURANCES

5.1 Bond

Contractor shall provide either (a) a performance bond on the form attached hereto as Attachment B from a surety company licensed to do business in the State of Illinois with a general rating of A and a financial size category of Class X or better in Best's Insurance Guide, in the penal sum of \$500,000.00 (the "Bond") or (b) a straight irrevocable letter of credit in the amount of \$500,000.00 from a bank with principal offices in the Chicago Metropolitan area and acceptable to the Village and in a form approved by the Village.

5.2 Insurance

Contractor shall provide certificates of insurance evidencing the following minimum insurance coverage:

Worker's Compensation:

statutory limit.

Employer's Liability:

\$1,000,000 each occurrence.

Vehicle Liability:

\$1,000,000 property damage.

\$1,000,000 bodily injury or death per person,

\$2,000,000 each occurrence.

Comprehensive

General Liability:

5,000,000 each person,

\$5,000,000 each occurrence.

Property Damage:

\$2,500,000 each occurrence.

Each policy shall be evidenced on an ACORD form and from companies rated A-VIII (or higher) by A.M. Best and shall name the Village as an additional insured (other than workers' compensation). Such insurance shall provide that no material change or cancellation of any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to the Village except for workers' compensation.

5.3 <u>Indemnification</u>

To the fullest extent permitted by law, the Contractor shall indemnify, hold harmless and defend the Village and its officers, appointed and elected officials, president and trustees, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the work under this Agreement, provided that any such claim, damage, loss or expense is caused in whole or in part by any negligent or willful act or omission of the Contractor, and any subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

5.4 Penalties

Except in the case of Excluded Waste generated within the Village, Contractor shall be liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body arising out of, resulting from, or relating to, Contractor's negligent performance, or its failure to perform, its duties and obligations under this Contract, including without limitation acts and omissions of Contractor's employees, Contractor's agents, Contractor's officers, Contractor's subcontractors, and Contractor's independent contractors. Contractor may contest any such fines or penalties in administrative or court proceedings; provided, however, that Contractor shall pay such fines or civil penalties prior to such protest if payment is required prior to making such protest. Contractor shall be solely responsible for all costs, including attorneys' and accountants' fees, of protesting any such fines or civil penalties.

ARTICLE VI: STANDARDS FOR PERFORMANCE

6.1 General Quality of Performance; Performance Review

A. <u>General Standard</u>. Contractor shall provide, perform, and complete all of the Work in full compliance with the terms of this Contract and in a

good and workmanlike manner. Contractor at all times shall perform the Work with as little disturbance to the Customers as possible, and shall make every effort to minimize noise and disruption incident to the Work.

B. Annual Review. Contractor and the Village agree that the performance of the Work under this Contract, and the provisions of this Contract, shall be subject to review once during each year of the term of this Contract. Such review shall be at a meeting designated by the Village Manager, with not less than twenty-one (21) days advance written notice to Contractor of the date, time and location of the meeting. The Village may designate any appropriate officials and employees of the Village to attend. Contractor shall attend through its officials and employees of Contractor with authority to resolve performance and Contract issues under the Contract.

6.2 Collection Times

Contractor shall not begin collection on any day Monday through Friday before 7:00 a.m. or continue collection on any day after 6:00 p.m., or on any Saturday before 9:00 a.m. and after 5:00 p.m., unless an earlier starting time is approved by the President and Board of Trustees of the Village and included in Attachment A. Contractor shall not perform collection on Sundays.

6.3 Holiday Collection

Contractor shall not be required to perform Work on the following days: New Year's Day, Memorial Day, Independence Day (July 4), Labor Day, Thanksgiving Day, and Christmas Day. When a holiday falls on a weekday, then collections for the week within which such holiday falls shall be delayed by not more than one (1) day for the remainder of the week after the holiday; provided, however, than no such delayed collections shall occur on Sundays or holidays. Contractor shall provide the Village with a written schedule of holidays on which it shall not perform collections.

6.4 Quality of Employees

Contractor shall provide personnel to perform the Work who are competent, capable, courteous, and qualified. If any such employee fails to perform the Work in a manner satisfactory to the Village, then Contractor shall immediately upon notice from the Village replace such employee with another employee satisfactory to the Village.

6.5 Subcontractors

- A. Approval and Use of Subcontractors. Contractor shall perform the Work with its own personnel and under the management and supervision and control of its own organization or through an affiliate, unless otherwise approved by the Village in writing. All subcontractors used by Contractor shall be acceptable to, and approved in advance by, the Village. The Village's approval of any subcontractor shall not relieve Contractor of full responsibility and liability for the performance of the Work. All Work performed under any subcontract shall be subject to all of the provisions of this Contract, and every reference in this Contract to "Contractor" shall be deemed also to refer to all subcontractors of Contractor.
- B. Removal of Subcontractors. If any subcontractor fails to perform the part of the Work undertaken by it in a manner satisfactory to the Village, then Contractor shall immediately upon notice from the Village terminate such subcontract. Contractor shall have no claim for damages, or for compensation in excess of the Contract Price, as a result of any such termination.

6.6 Safety

Contractor shall be solely and completely responsible for the safety of all persons and property during performance of the Work. This requirement shall apply continuously and shall not be limited to normal working hours. Contractor shall take all safety precautions as shall be necessary to prevent injury to persons and damage to property.

6.7 Cleanliness

- A. Generally. Contractor shall perform the work in a clean and orderly fashion and shall not cause to be deposited, or allow to remain, any Solid Waste, Landscape Waste, or Recyclable Materials at any pick-up area during performance of the Work. Contractor shall replace all container covers and shall replace all containers to their proper locations. Contractor shall take all reasonable actions to avoid clutter and damage, as a result of its operations, to curbs, streets, alleys, pavement, utilities, adjoining property, and all property of the Village. Contractor shall leave all property affected by its operations in a clean condition.
- B. <u>Cleanup of Spills</u>. Contractor shall immediately clean up any Solid Waste, Landscape Waste, or Recyclable Materials that it may have caused to spill onto private premises, parkways, streets, alleys, or other public places, in a neat and workmanlike manner. If such

materials or fluids are not cleaned up within eight (8) hours after notice, written or oral) from the Village, then the Village may perform the clean up and bill the cost of that clean up to Contractor. Contractor shall reimburse the Village within thirty (30) days after receipt of an invoice for those costs.

6.9 Equipment

Contractor shall furnish, and shall maintain in a neat, clean, and sanitary condition, enclosed modern collection equipment approved by the Village for use in performing the Work. Contractor shall provide a sufficient number of vehicles for regular collection service. All vehicles shall be kept in good repair and appearance and shall be maintained in a sanitary condition at all times. Each vehicle shall be free of excessive noise, odor, and emissions. Each vehicle shall Contractor's name, Contractor's telephone number, and a vehicle identification number clearly marked and visible on the side. Solid waste and landscape waste vehicles shall be a compactor type. No vehicle shall displace or leak fluids, oil, hydraulic fluids, or the like. No vehicle in need of repair shall be used at any time within the Village. Alternate vehicles must be used but not as to delay or postpone regular collection schedules. If a vehicle is not operating properly, then Contractor must provide a substitute vehicle immediately that complies with the requirements of this Contract. Contractor may use a replacement, open truck on a temporary basis in case of emergency, but only with the prior express written approval of the Village.

6.10 Storage

Contractor shall not store, or allow to be stored, any equipment or materials on any private property in the Village except in strict compliance with Village laws, statutes, codes, ordinances, resolutions, rules, and regulations. Under no circumstances shall Contractor store any equipment or materials on or in any public property or facility within the Village without the prior express written approval of the Village. Nothing in this Section shall be construed to affect the use of Contractor supplied carts otherwise in accordance with the terms of this Contract.

6.11 Damage to Property

A. Restoration. Contractor shall promptly, and without charge to the Village, repair or restore, at its own expense and to a condition equal to that existing before the occurrence and satisfactory to the Village, any damage done by Contractor to any property, public or private, as a result of the Work. If Contractor fails to promptly repair or restore any such damage, then the Village may, after forty-eight (48) hours written notice to Contractor, itself cause such repair or restoration to be made, with its own forces or with forces hired for that purpose, and charge all costs related thereto to Contractor. If the Village

determines, in its sole discretion, that such damage has created a dangerous situation requiring immediate response, then the Village may cause such repair or restoration to be made without notice to Contractor and charge all costs related thereto to Contractor. Contractor shall pay all costs to the Village within five (5) days after receiving notice thereof from the Village. Notwithstanding the foregoing, Contractor shall not be responsible for any damages to the Village's pavement, curbing or other driving surfaces resulting from Contractor's providing service, except to the extent caused by Contractor's negligence.

- B. <u>Customer Waste Containers</u>. Contractor shall use reasonable care in the handling of all Customer Waste Containers to avoid any excessive damage thereto. Contractor shall replace at its expense Waste Containers that may be seriously damaged by carelessness of its employees.
- C. <u>No Waiver</u>. Notwithstanding any other provision of this Contract, Contractor's obligations under this Section shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of the Village or Contractor, to indemnify, hold harmless, or reimburse Contractor for the cost of any repair or replacement work required by this Section.

6.12 Telephone

Contractor shall maintain a telephone (local exchange) with an attendant from Monday through Friday during the hours of 8:00 a.m. to 5:00 p.m. to service inquiries, requests, and complaints in connection with the Work.

6.13 Identification

All of Contractor's own personnel and all of Contractor's subcontractors' personnel shall visibly carry distinctive personal identification at all times while performing Work within the Village. All such personnel driving a vehicle shall carry, at all times, a valid Illinois Operator's License for the type of vehicle being driven, including proper evidence of a commercial driver's license as required by law.

6.14 Complaints; Processing

A. <u>Generally</u>. Contractor shall cooperate with the Village in minimizing complaints from the customers and other Village residents. Unreasonable complaint levels shall be due cause for the Village to terminate this Contract.

- B. <u>Initial Response</u>. Contractor shall give all complaints received by it prompt and courteous attention. Contractor shall respond personally to every customer from whom a complaint is received within twenty-four (24) hours after receipt of such complaint; except that, if Contractor receives a complaint about a missed scheduled collection, then Contractor shall immediately investigate such complaint and, if such scheduled collection was not made in accordance with the terms of this Contract, then Contractor shall cause such collection to be made within one business day after receipt of such complaint.
- C. Referral to Village. If Contractor is unable to resolve a complaint in a manner satisfactory to both Contractor and the Customer, then Contractor, within forty-eight (48) hours after receipt of such complaint, shall deliver notice of such complaint to the Village Manager, which notice shall include the name and address of the Customer, the date and hour the complaint was received, the nature of the complaint, and Contractor's response to the complaint. The Village Manager or his or her designee shall arbitrate each such complaint, and the decision of the Village Manager or his or her designee concerning each such complaint shall be final and binding on Contractor.
- D. Monthly Report. Contractor shall prepare and submit to the Village, before the 15th day of each month, a report detailing each complaint received from any customer, including without limitation the name of the customer, the date and hour the complaint was received, the nature of the complaint, the investigation undertaken in response to the complaint, and the nature, date, and hour of the disposition of the complaint.

6.15 Improperly Prepared or Improper Materials

When Contractor encounters any Solid Waste, Landscape Waste, or Recyclable Materials prepared improperly by any customer for collection, or materials not proper for collection from residential dwellings such as Excluded Waste, then Contractor may leave such improperly prepared or improper material and Contractor shall post a notice with such customer, on a form approved by the Village, noting the problem. Contractor shall collect all material properly prepared for collection.

6.16 Changes in Service

Each customer shall be permitted to change the frequency, location, and/or quantity of desired Solid Waste collection and disposal services no less frequently than once each year on not more than thirty (30) days' written notice to Contractor

prior to each successive anniversary date of this Contract. Contractor shall notify each customer of his or her right to make such changes in service and shall provide forms acceptable to the Village to each customer to enable any such customer to timely notify Contractor of such customer's desire to make service changes.

6.17 Discontinuation of Service

Contractor shall notify the Village in writing of any discontinuation of service at any property within the Village in excess of thirty (30) days.

6.18 Audit

Contractor shall prepare or have prepared annually, and deliver to the Village, an audit of the books and records of Contractor. An audit of the books and records of Contractor's regional activities shall satisfy the requirements of this section.

6.19 <u>Illegal Aliens</u>

Contractor shall not employ any alien in the United States in violation of the Immigration and Nationality Act, 8 U.S.C. §1101 et seq.

ARTICLE VII: TERM; EXTENSION

7.1 <u>Term</u>

The Contract shall be effective for a five (5) year term. Contractor shall commence the Work on November 1, 2018, and shall diligently and continuously prosecute the Work at all times thereafter through October 31, 2023. The Contract may be extended by mutual agreement as provided for in Section 7.2 of this Contract.

7.2 Extension

In the fifth year of this Contract commencing not less than 120 days prior to the end of the initial term of this Contract, the Village and Contractor may negotiate terms for an extension of this Contract for up to three (3) additional years. Such negotiation shall include consideration of adjustments to Contractor's compensation based on percentages of increases to the Chicago Area Consumer Price Index, to Contractor's costs for landfill space, and to availability and costs of facilities and markets for processing of recyclable materials and landscape wastes, among other considerations. A rate or charge may be adjusted to include an amount sufficient to offset the amount of (a) any increased cost of operation incurred by Contractor due to a change in a law, regulation, or rule applicable to the Contractor's performance of this Contract, or (b) any fee, surcharge, duty, tax, or

other charge imposed by the federal government or agency thereof, the State of Illinois or agency thereof, or a local governmental agency, which fee, surcharge, duty, tax, or other charge is payable solely by reasons of the nature of the operations conducted by Contractor under this Contract, or (c) the amount of any increase in the actual disposal fees charged to Contractor by the operator of the disposal site or facility used by Contractor pursuant to this Contract, provide such disposal fees are the lowest such fees reasonably available to Contractor.

Contractor may submit documentation to the Village Manager justifying any adjustment to any rate or charge. The Village may request additional, detailed information from Contractor appropriate to evaluate any proposed increase or decrease in rates.

If the Village and Contractor cannot agree on adjusted rates and charges pursuant to this section, then this Contract shall not be extended.

ARTICLE VIII: DISPUTES AND REMEDIES

8.1 Dispute Resolution Procedure

- A. Notice of Disputes and Objections. If Contractor disputes or objects to any direction, instruction, determination, or decision of the Village, then Contractor may notify the Village in writing of its dispute or objection; provided, however, that Contractor shall, nevertheless, proceed without delay to perform the Work as directed, instructed, determined, or decided by the Village, without regard to such dispute or objection. Unless Contractor so notifies the Village within ten (10) business days after receipt of such direction, instruction, determination, or decision, Contractor shall be deemed to have waived all such disputes or objections based thereon.
- B. Resolution of Disputes and Objections. To avoid and settle without litigation any such dispute or objection, the parties agree to engage in good faith negotiations. Within three (3) business days after the Village's receipt of Contractor's written notice of dispute or objection, a conference between the Village and Contractor shall be held to resolve the dispute. Within three (3) business days after the final conference, the Village shall render its final decision, in writing, to the Contractor. If Contractor objects to the final decision of the Village, then it shall give the Village notice thereof and, in such notice, shall state its final demand for settlement of the dispute.

8.2 Contractor's Remedies

If the Village fails or refuses to satisfy a final demand made by Contractor pursuant to Section 8.1 above or to otherwise resolve the dispute which is the subject of such demand to the satisfaction of Contractor, within ten (10) business days following receipt of such demand, then Contractor shall be entitled to pursue such remedies, not inconsistent with the provisions of this Contract, as it may have in law or equity.

8.3 Village's Remedies

If it should appear at any time that Contractor has failed, refused, or delayed to perform or satisfy any requirement of this Contract and has failed to cure such failure within ten (10) business days after written notice thereof from the Village, then the Village shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

- A. The Village may require Contractor to take any action necessary to bring Contractor into strict compliance with this Contract.
- B. The Village may perform or have performed all Work necessary for the accomplishment of the results stated in Subsection 8.3A above and withhold or recover from Contractor all the cost and expense, including attorneys' fees and administrative costs, incurred by the Village in connection therewith.
- C. The Village may terminate this Contract.
- D. The Village may seek to recover any damages suffered by the Village.

8.5 Non-Enforcement by the Village.

Contractor shall not be excused from complying with any of the terms and conditions of this Contract by any failure of the Village, upon any one or more occasion, to insist upon Contractor's performance of, or to seek Contractor's compliance with, any one or more of said terms or conditions.

ARTICLE IX: LEGAL RELATIONSHIPS AND REQUIREMENTS

9.1 Relationship of the Parties

Contractor shall act as an independent contractor in providing and performing the Work. Nothing in, or done pursuant to, this Contract shall be construed to create the relationship of employer and employee, principal and agent, partners, or joint venturers between the Village and Contractor.

9.2 Third Party Beneficiaries

No claim as a third party beneficiary under this Contract by any person, firm, or corporation other than Contractor shall be made or be valid against the Village.

9.3 Title to Waste: Disposal Responsibilities

Title to all Solid Waste, Landscape Waste, and Recyclable Materials shall vest in Contractor at the time it is placed in Contractor's vehicles or equipment. The Village shall have no responsibility for the disposal of any Solid Waste, Landscape Waste, or Recyclable Materials and all such disposal shall be accomplished by Contractor at its sole risk and expense. Nothing in, or done pursuant to, this Contract shall be construed to create any responsibility on the part of the Village for disposal of any Solid Waste, Landscape Waste, or Recyclable Materials once title thereto has vested in Contractor pursuant to this Section. Contractor shall dispose of all Solid Waste, Landscape Waste, and Recyclable Materials collected pursuant to this Contract in accordance with all applicable federal and state laws and regulations. Title to and liability for Excluded Waste shall at no time pass to Contractor and shall remain with the generator of the Excluded Waste.

9.4 Compliance with Laws and Grants

Contractor shall obtain all required governmental licenses, approvals, and permits that may be required in connection with performing the Work, and shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Work is performed in accordance with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, disability, or other prohibited classification, including without limitation the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. [formerly Ill. Rev. Stat. ch. 68, §§ 1-101 et seq.], the Discrimination in Public Agreements Act, 775 ILCS 10/1 et seq. [formerly Ill. Rev. Stat. ch. 29, §§ 17 et seq.], the Illinois Fair Employment Practices Act, and the Americans With Disabilities

Act of 1990, 42 U.S.C. §12101 <u>et seq.</u>; and any statutes regarding safety or the performance of the Work including the Occupational Safety and Health Act; and any statutes relating to the handling and disposal of Solid Waste, Landscape Waste and Recyclable Materials, including Subtitle D.

Every provision of law required by law to be inserted into this Contract shall be deemed to be inserted herein.

9.5 Changes in Laws

Except as otherwise explicitly provided in this Contract, any reference to laws shall include such laws as they may be amended or modified from time to time.

9.6 Governing Laws

This Contract and the rights of the parties hereunder shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

9.7 Taxes

The Village is exempt from state and local sales, use, and excise taxes. A letter of exemption shall be provided to Contractor, if necessary. The Village shall not reimburse or assist Contractor in obtaining reimbursement for any state or local sales, use, or excise taxes paid by Contractor. Failure of Contractor to comply with the provisions of this Section shall entitle the Village to withhold or recover from Contractor the costs thereof.

9.8 Employee Taxes and Benefits

Contractor shall be fully and exclusively liable for the payment of any and all contributions or taxes for unemployment insurance, old age, or retirement benefits, pensions, annuities, or other similar benefits for employees of Contractor; shall accept full and exclusive liability for payment by all of its subcontractors and suppliers of any and all such contributions or taxes; shall comply with all applicable laws and regulations respecting the assumption of liability for such taxes or contributions; and shall reimburse the Village for any such taxes or contributions that the Village may be required to pay.

9.9 Force Majeure

Whenever a period of time is provided for in this Contract for either the Village or Contractor to do or perform any act or obligation, neither party shall be liable for any delays or inability to perform due to causes beyond the control of said party such as war, riot, insurrection, rebellion, strike, lockout, fire, flood, storm,

earthquake, tornado, or any act of God; provided, however, that said time period shall be extended for only the actual amount of time said party is so delayed. An act or omission shall not be deemed to be "beyond Contractor's control" if committed, omitted, or caused by Contractor, Contractor's employees, officers or agents or a subsidiary, affiliate or parent of Contractor or by any corporation or other business entity that holds a controlling interest in Contractor, whether held directly or indirectly (for example, but not by way of limitation, a strike by or lockout of Contractor's employees would not be an act "beyond Contractor's control"). Contractor shall promptly notify the Village when Contractor reasonably believes that an event constituting a "force majeure" under this Section has occurred.

9.10 No Collusion

Contractor hereby represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to the Village prior to the execution of this Contract, and that this Contract is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Contractor has, in procuring this Contract, colluded with any other party, then Contractor shall be liable to the Village for all loss or damage that the Village may suffer thereby, and this Contract shall, at the Village's option, be null and void.

9.11 Confidential Information

All information supplied by the Village to Contractor for or in connection with this Contract or the Work shall be held confidential by Contractor and shall not, without the prior express written consent of the Village, be used for any purpose other than performance of the Work.

9.12 Assignment

Contractor shall not assign this Contract or sublet it as whole, or assign any of Contractor's rights under this Contract, without the prior express written approval of the Village, which approval shall not be unreasonably withheld. The Village may assign any or all of its rights or obligations under this Contract without the prior consent of Contractor.

9.13 Notices

Except as otherwise explicitly provided in this Contract, all notices required or permitted to be given under this Contract shall be in writing and shall be deemed delivered to the addressee thereof (1) when delivered in person on a business day at the address set forth below or (2) on the third business day after being deposited in any main or branch United States post office for delivery at the address set forth

below by properly addressed, postage prepaid, certified or registered mail, return receipt requested.

Notices and communications to the Village shall be addressed to, and delivered at, the following address:

Village of Hinsdale 19 East Chicago Avenue Hinsdale, Illinois 60521 Attention: Village Manager

with a copy to:

Klein, Thorpe, and Jenkins, Ltd. 20 North Wacker Drive Suite 1660 Chicago, Illinois 60606 Attention: Lance C. Malina

Notices and communications to Contractor shall be addressed to, and delivered at, the following address:

Allied Waste Services of North America, LLC 5050 W. Lake Street
Melrose Park, IL 60160
Attention: General Manager

By notice complying with the requirements of this Section, each party shall have the right to change the address or addressee or both for all future notices to such party, but no notice of a change of address shall be effective until actually received.

9.14 Binding Effect

This Contract shall be binding upon the Village and Contractor and upon their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns. Every reference in this Contract to a party shall also be deemed to be a reference to the authorized officers, officials, employees, agents, and representative of such party.

9.15 Contractor Acknowledgment

Contractor acknowledges that (a) it has carefully read the terms, conditions and provisions of this Contract and the Hinsdale Municipal Code; (b) it accepts, without reservation, the obligations imposed by said terms, conditions, and

provisions; (c) it agrees to accept the validity of said terms, conditions, and provisions; and (d) it agrees to abide by said terms, conditions, and provisions.

9.16 Authority to Execute

Each party hereby warrant and represent (a) that it has the right, power, and authority to enter into this Contract and to agree to the terms, provisions, and conditions set forth herein; (b) that all legal actions needed to authorize the execution, delivery, and performance of this Contract have been taken. Contractor further warrants and represents that neither the execution of this Contract nor the performance of the obligations assumed by Contractor hereunder shall (i) result in a breach or default under any agreement to which Contractor is a party or (ii) violate any statute, law, restriction, court order, or agreement to which Contractor is subject.

9.17 Severability

The provisions of this Contract shall be interpreted when possible to sustain their legality and enforceability. If any provision of this Contract shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, then neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract, shall be in any way affected thereby.

9.18 Amendments

No modification, addition, deletion, revision, alteration, or other change to this Contract shall be effective unless and until such change is reduced to writing and executed and delivered by the authorized representatives of the Village and Contractor.

9.19 Entire Contract

This Contract sets forth the entire agreement of the parties with respect to the accomplishment of the Work and the rates and charges therefor, and there are no other understandings or agreements, oral or written, between the parties with respect to the Work and the rates and charges therefor.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in five original counterparts as of the day and year first written above.

VILLAGE O	F HINSDALE	
Ву:		

Name:	
Title:	
Attest:	
By:	
Name:	
Title:	
[Allied Was	te Services of North America, LLC]
By:	
Name:	
Title:	
Attest:	
By:	<u> </u>
Name:	
Title:	

STATE OF ILLINOIS)
COUNTY OF) SS)
CONT	RACTOR'S CERTIFICATION
states that all statements he	, being first duly sworn on oath, deposes and rein made are made on behalf of Contractor, that this ke them, and that the statements contained herein are
contracting with a unit of statin the payment of any tax a unless Contractor is contestithe appropriate Revenue Act forth in 65 ILCS 5/11-42.1-1 (ii) a violation of either Se	ates, and certifies that Contractor is not barred from ate or local government as a result of (i) a delinquency administered by the Illinois Department of Revenueng, in accordance with the procedures established by a, its liability for the tax or the amount of tax, as set et seq. [formerly Ill. Rev. Stat. ch. 24, § 11-42.1-1]; or ection 33E-3 or Section 33E-4 of Article 33E of the ILCS 5/33E-1 et seq. [formerly Ill. Rev. Stat. ch. 38,
DATED this day of	2018.
[Allied Waste Services of North	th America, LLC]
By:	
Name:	
Title:	
Subscribed and sworn to before this day of	
Notary Public	
My Commission Expires:	

ATTACHMENT A

SCHEDULE OF RATES AND CHARGES
SOLID WASTE, LANDSCAPE WASTE, RECYCLING,
DISPOSAL SERVICES FOR VILLAGE FACILITIES
AND SEASONAL LEAF COLLECTION

REFUSE PROGRAM

(See next page)

LANDSCAPE WASTE

Contractor shall supply weekly collection of yard waste collected in Kraft paper yard waste bags requiring pre-paid waste stickers from April through November.

RECYCLING PROGRAM

Contractor shall supply unlimited curbside recycling while supplying a 65-gallon cart to each residence. Residents will be able to utilize a 95-gallon cart after April 1, 2019.

MUNICIPAL SERVICES

Contractor shall conduct refuse and recycling for Village facilities including certain roll off dumpsters as found in Attachment C

LEAF COLLECTION

Contractor shall supply unlimited collection of leaves in Kraft paper yard waste bags without stickers for six (6) consecutive weeks in the fall with a commencement date to be determined by the Director of Public services. All other yard waste shall require standard yard waste stickers.

Attachment A

	Curbside 11/1/2018 t	Back Door o 10/31/2019	Curbside 11/1/2019 to	Back Door o 10/31/2020	Curbside 11/1/2020 to	Back Door 10/31/2021	Curbside 11/1/2021 to	Back Door 10/31/2022	Curbside 11/1/2022 t	Back Door © 10/31/2023
65 gal cart recycling 1x week	Included	n/a	Included	n/a	included	n/a	included	n/a	included	n/a
95 gal cart recycling 1x week	Included	n/a	Included	n/a	Included	n/a	included	n/a	(ncluded	n/a
35 gai çart refuse 1x week						MIL.				
Senior	n/a n/a	31.30 29.00	n/a n/a	32.24 29.87	n/a n/a	33.20 30.75	n/a n/a	34.20 31.65	n/a n/a	35.25 32.65
65 gal cart refuse 1x week	******					~ 7 14		20.55		20.75
Senior	19.90 17.90	35,30 35,30	20,50 18,44	36.35 36.35	21,10 19.00	37,45 37.45	21.75 19.55	38,55 38,55	22.40 20.15	39.75 39.75
95 gal cart refuse 1x week	22.15	36.30	22.81	37.40	23.50	38.50	24.20	39.65	24.95	40.85
35 gal cart refuse 2x week	n/a	44,83	n/a	46.20	n/a	47.55	n/a	48.95	r√a	50.45
65 gal cart 2x refuse	28.65	49.58	29.50	51.00	30.40	52,60	31.30	54.15	32.25	55,80
95 gal cart 2x refuse	31,55	50.37	32.50	51.90	33.50	53.49	34.50	55.Q5	35.55	56 .70
Yard Waste Sticker	3.25	n/a	3.35	n/a	3.45	n/a	3.55	n/a	3.65	n/a
65 gal cart: Yard waste/organics	17.50	n/a	18.00	n/a	18.50	n/a	19.00	n/a	19.75	n/a
95 gal cart: Yard waste/organics	22.50	n/a	23.25	n/a	24.00	n/a	24.50	n/a	25.25	n/a

ATTACHMENT B

VILLAGE OF HINSDALE

CONTRACT FOR COLLECTION AND DISPOSAL SERVICES FOR SOLID WASTE, LANDSCAPE WASTE, AND RECYCLABLE MATERIALS

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that **ALLIED WASTE** SERVICES OF NORTH AMERICA, LLC, as Principal, hereinafter called Contractor, and ______, as Surety, a corporation organized and existing under the laws of the State of _ _____, hereinafter called Surety. are held and firmly bound unto the Village of Hinsdale, 19 East Chicago Avenue, Hinsdale, Illinois, 60521, as Obligee, hereinafter called the Village, in the full and just sum of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00), for the payment of which sum of money well and truly to be made, Contractor and Surety bind themselves, and their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents, said amount to include payment of actual costs and damages and for attorneys' fees, engineering fees, accounting fees, consulting fees, court costs, interest, and any other fees and expenses resulting from or incurred by reason of Contractor's failure to promptly and faithfully perform its contract with the Village, said contract being more fully described below, and to include attorneys' fees, court costs, and other expenses necessarily paid or incurred in successfully enforcing performance of the obligation of Surety under this bond.

WHEREAS, Contractor has entered into a written agreement dated _______, 2018, with the Village titled A CONTRACT BETWEEN THE VILLAGE OF HINSDALE AND ALLIED WASTE SERVICES FOR THE COLLECTION AND DISPOSAL OF SOLID WASTE, LANDSCAPE WASTE, AND RECYCLABLE MATERIALS (the "Contract"), the terms and conditions of which are by this reference incorporated herein as though fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if Contractor shall well, truly, and promptly perform all the undertakings, covenants, terms, conditions, and agreements of said Contractor under the Contract, including, but not limited to, Contractor's obligations under the Contract: (1) to provide and perform, in the manner specified in the Contract, all necessary work, labor, services, transportation, materials, equipment, apparatus, machinery, tools, fuels, information, data, and other means and items necessary for the collection of all Solid Waste, Landscape Waste, and Recyclable Materials from all customers, as that term is defined in the Contract; (2) to procure and furnish all permits, licenses, and other governmental authorizations necessary in connection therewith; (3) to procure and furnish the Bond and all certificates and policies of insurance specified in the Contract; (4) to pay all applicable federal, state, and local

taxes; (5) to do all other things required of the Contractor by the Contract; and (6) to provide, perform, and complete all of the foregoing in a proper and workmanlike manner and in full accordance and compliance with, and as required by, the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances on the part of either the Village or Contractor to the other in or to the terms of said Contract shall in any way release Contractor and Surety or either or any of them, or any of their heirs, executors, administrators, successors, or assigns, or affect the obligations of Surety on this bond, all notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances, and notice of any and all defaults by Contractor or of the Village's termination of Contractor, being hereby waived by Surety.

Notwithstanding anything to the contrary in the foregoing paragraph, in no event shall the obligations of Surety under this bond in the event of Contractor's default be greater than the obligations of Contractor under the Contract in the absence of such Contractor default.

The Village shall have no obligation to actually incur any expense or correct any deficient performance of Contractor in order to be entitled to receive the proceeds of this bond.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Village or the heirs, executors, administrators, or successors of the Village.

Signed and sealed this day of	2018.					
PRINCIPAL	SURETY					
By:	By:					
Name:	Name:					
Title:	Title:					
Attest:						
By:	By:					
Name:	Name:					
Title:	Title:					

ATTACHMENT C - Municipal Sites

MUNICIPAL DISPOSAL SERVICE IN VILLAGE OF HINSDALE

F	T	VILLAGE F	URNISHED			CONTRA	ACTOR FUI	NISHED			
	<u>: 1</u>	i deglareji Sterikos Conglijes		ů.						ore in	April 210 100/MTpa
1	Bur li ngton Pa <i>r</i> k Chicago & Garfield	4							10		3 All year round for permanent containers. June - August Refuse Toters to be emptied once per a week on Fridays before 9 AM
2	Memorial Building 19 East Chicago	4				-			3	3	3 before 9 AM
3	Police/Fire Building 121 Symonds Dr.	1				1				3	3
4	Downtown	47	1				***************************************				3 before 9 AM
5	Brush Hill Depot	6								2	3 before 9 AM
5	Burns Field Vine & Hickory	5							3		2 April 3 May - Aug
7	Deitz Park Adams	2		**************************************					1		2 Sept - Oct 2
8	Eleanor's Park Chicago Ave. & Clay	2									2
9	Highland Park County Line & Chicago								1		2
10	Highland Depot	3									3 before 9 AM
11	Melin Park Quincy & 9th Street	2	***						2		2 April 3 May - Aug 2 Sept - Oct
12	Peirce Park Wainut & County Line	18	2		2				4		2 April 3 May - Aug 2 Sept - Oct *Note one 1.5CY dumpster is moved from Pieroe for Brook Park duning Fall Mionths
13	Robbins Park 6th & Grant Street	8	W 4W 4 6 6 6 6 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		- <u>u</u> (<u>i</u>	***************************************		hhidahiii	4	3	2 April 3 May - Анд 2 Sept - Oct
14	Brook Park Columbia & 3rd Street	4							5		2 April 3 May - Aug 2 Sept - Oct
15	Stough Park Quincy & Town Place	4							3		2 April 3 May - Aug 2 Sept - Oct
16	Swimming Pool 500 West Hinsdale	1			3					2	2 May - Sept *2nd weekend of July pick up for swim meet
17	KLM Park Barn 5901 S. County Line Rd.							1			3
18	KLM Park Art Center 5903 S. County Line Rd.		***************************************		1						1
19	KLM Park Lodge 5901 S. County Line Rd				4						3
19A	KLM Park Lodge Recycle Units 5901 S. County Line Rd	www.aan.main	***************************************		1		•			3	3
20	KLM Park Platform Tennis 5901 S. County Line Road								3		3

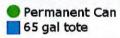
MUNICIPAL DISPOSAL SERVICE IN VILLAGE OF HINSDALE

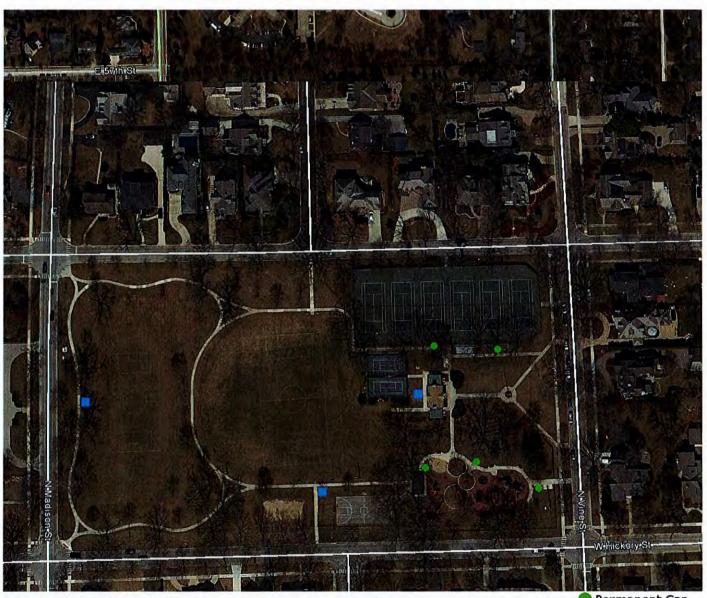
		VILLAGE FURNISHED CONTRACTOR FURNISHED							1.7		
		Para de la companya d					107		Estate di Sali se	LTRLYCE En Gelöf Sa Total	region by BOANT THE
21	Water Treatment Plant 217 Symonds Dr.					1					z South Side
21A	Water Treatment Plant Recycling 217 Symonds Dr.							1			1 South Side
22	Public Works Garage 225 Symonds Dr.				1	1					3
22A	Public Works Garage Recycling 225 Symonds Dr.							1		2	3
23	Humane Society 22 North Elm	1									3
24	West Hinsdale Depot	4									3 before 9 AM
25	Véeck Park	9				1			3		2 March-April 3 May - Aug 2 Sept - Nov
	No. of Containers Grand Total No. of Containers	126 207	3	0	12	4	0	3	42	18	

Last Updated 10/03/17

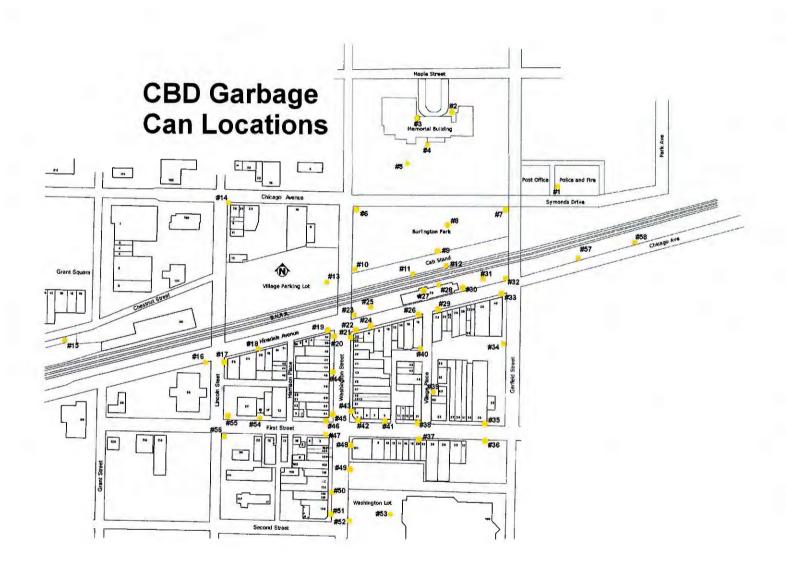


Brook Park - Trash Receptacles



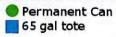


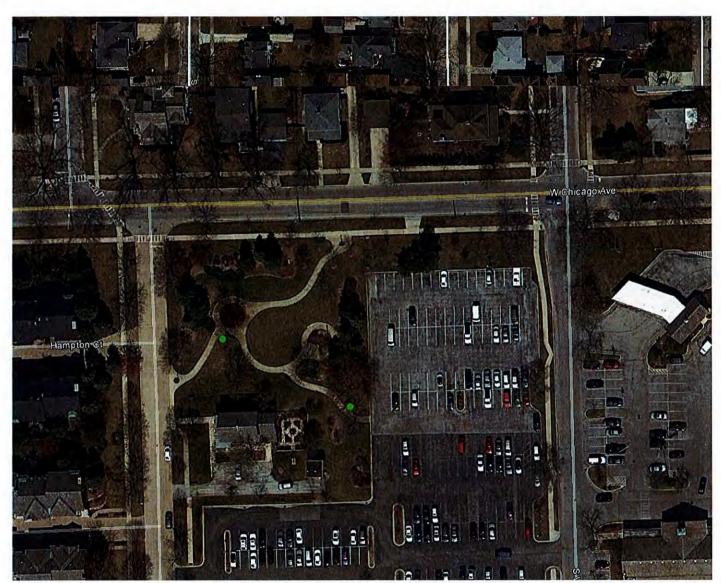
Burns Field - Trash Receptacles



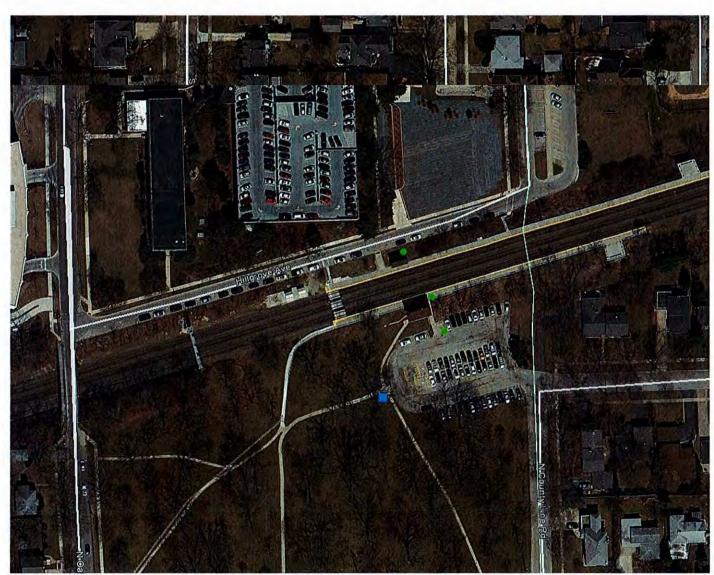


Dietz Park - Trash Receptacles





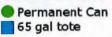
Eleanor's Park - Trash Receptacles

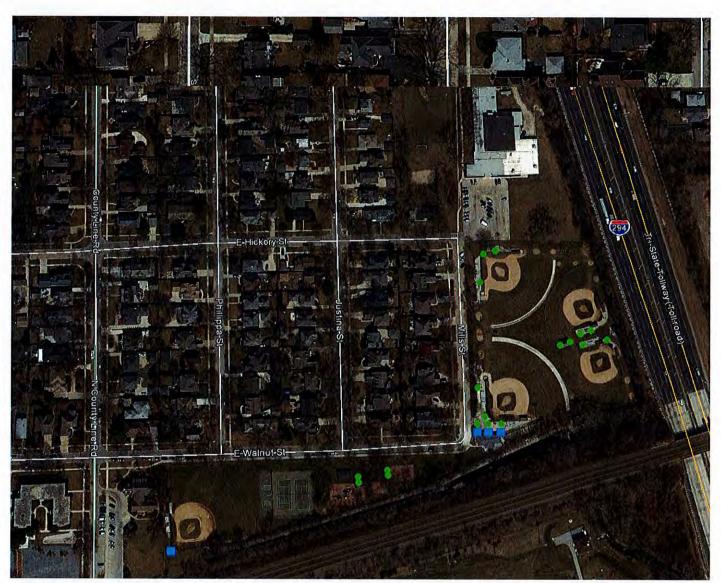


Highland Park and Station - Trash Receptacles Permanent Can 65 gal tote



Melin Park - Trash Receptacles

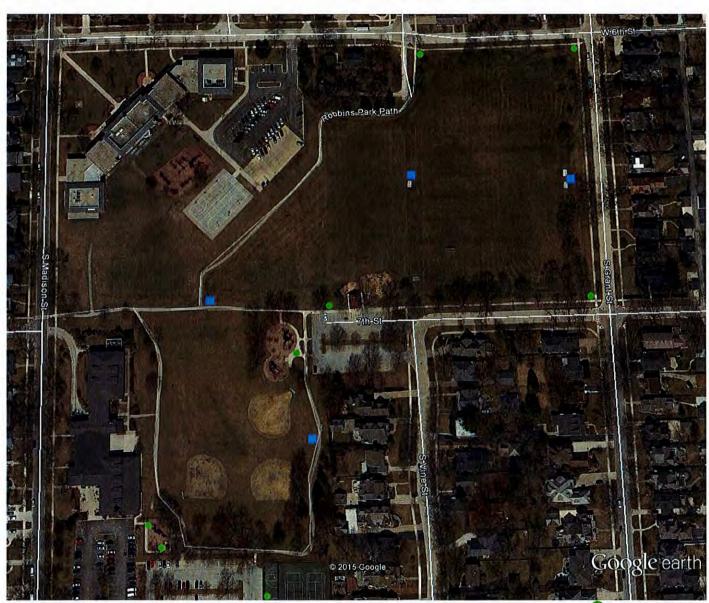




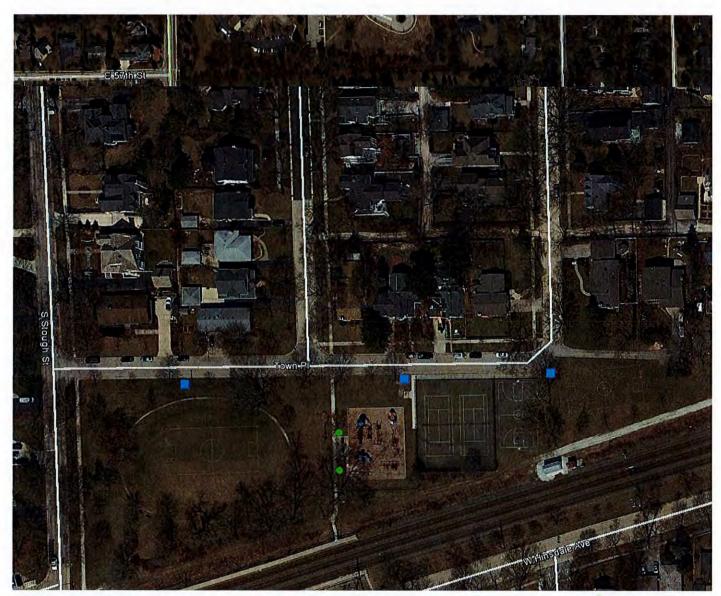
Perice Park - Trash Receptacles



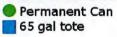
Hinsdale Pool - Trash Receptacles

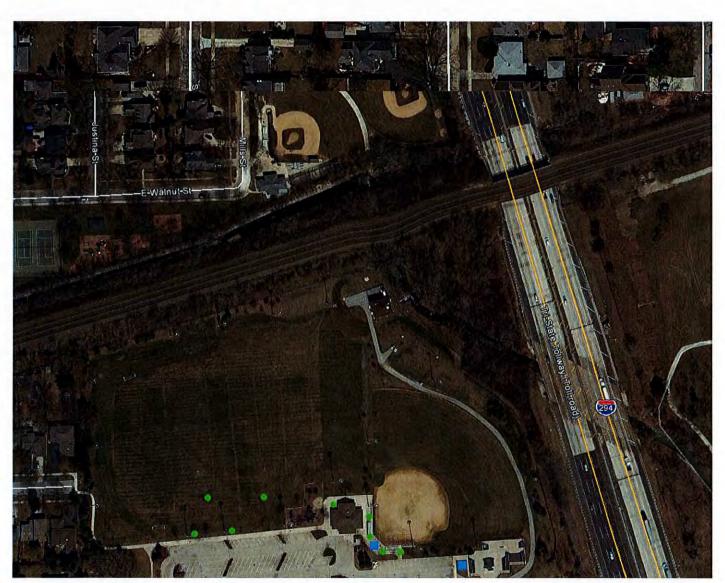


Robbins Park - Trash Receptacles



Stough Park - Trash Receptacles





Veeck Park - Trash Receptacles

Organics Collection Program

Food scraps would be co-collected with yard waste, which would means that existing program could be re-branded as an organics program. In addition to the collection of yard waste, the village's program would accept organics material including fruits, vegetables, meat, etc. As in the past, yard waste would be collected in Kraft paper bags with stickers or in Republic Services supplied carts that would be designated for organics. Food scraps would be collected at the curb in designated organics carts. Residents could also use these carts for yard waste. Service would be provided from April – early December.

Acceptable Organics

- Grass clippings
- Brush
- Flowers
- Leaves
- Fruits and vegetables
- Pastas
- Meat (no bone)
- Breads
- Crackers
- Cereals
- Dairy cheese, yogurt (no liquids)
- Coffee Grounds
- Egg Shells

Non-Acceptable Organics

- Plastic bags
- Styrofoam
- Bones, seafood
- Shrink wrap
- Chip and candy wrappers
- Plastic forks, knives or spoons
- Plastic containers or wrap form food packaging
- Plastic of any kind
- Glass of any kind
- Paper plates, napkins and cups
- No beverages

Organics/Yard Waste Cart Rental

This would be a voluntary, subscription based program. Service would be provided once a week on the scheduled collection day between April and early December. Rates are contained in Attachment A of this agreement.



VILLAGE OF HINSDALE

ORDINANCE	NO.	

(additions to existing text marked with <u>underlining;</u> deletions to existing text marked using strikethroughs)

AN ORDINANCE AMENDING VARIOUS SECTIONS OF TITLE 4 (HEALTH AND SANITATION), CHAPTER 3 (SOLID WASTE, LANDSCAPE WASTE, AND RECYCLING) OF THE HINSDALE VILLAGE CODE RELATIVE TO SOLID, LANDSCAPE, AND RECYCLABLE WASTE COLLECTION SERVICES

WHEREAS, the Village President and Board of Trustees desire to amend Various Sections of Title 4 (Health and Sanitation), Chapter 3 (Solid Waste, Landscape Waste, and Recycling), of the Village Code of Hinsdale relative to solid, landscape, and recyclable waste collection services; and

WHEREAS, the Village President and Board of Trustees of the Village find it to be in the best interests of the Village to approve the code amendments, as set forth below in this Ordinance, to better serve the Village residents, property owners, business owners and the general public.

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

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

SECTION 2: Title 4 (Health and Sanitation), Chapter 3 (Solid Waste, Landscape Waste, and Recycling), Section 3 (Solid Waste Collection), is amended to read in its entirety as follows:

4-3-3: SOLID WASTE COLLECTION

- A. Exclusive Disposal Contract For Residences: The Village shall enter into an exclusive contract with a solid waste collector licensed by the Village for the collection and disposal of solid waste from all single-family and two-family residential premises in the Village. All such residential premises shall be served by, and exclusively by, the licensed Village collector, and all such residential premises are prohibited from hiring any private scavenger service in lieu of the licensed Village collector.
- B. Containers: Except as provided for bulk items in subsection 4-3-3C, all solid waste to be collected pursuant to subsection 4-3-3A shall be placed for collection in metal or plastic containers equipped with handles and tightly sealing covers, or in tightly closed plastic bags. No such container or bag shall exceed thirty-four-five (34)(35) gallons in capacity or fifty (50) pounds in weight.
- C. Bulk Items: Bulk items to be collected pursuant to subsection 4-3-3A, may be placed for collection without containers; provided, however, that all unsecured or loose parts

- of any bulk item shall be securely affixed to the bulk item or removed from it so that no such part or other debris remains after the bulk item is collected.
- D. Location: All solid waste containers shall be collected at the back door, <u>curbside</u> or alley of each residential premise, as applicable. All bulk items shall be placed for collection at the curb on the day scheduled for collection or not earlier than four o'clock (4:00) P.M. on the immediately preceding day.
- E. Disposal From Other Dwellings and Buildings: The owners or persons in charge of commercial and industrial buildings and of multiple-family dwellings of more than two (2) units, including without limitation condominiums in buildings containing more than two (2) units, shall properly collect, remove, and dispose of their own solid waste at their own expense.

SECTION 3: Title 4 (Health and Sanitation), Chapter 3 (Solid Waste, Landscape Waste, and Recycling), Section 4 (Landscape Waste Collection), is amended to read in its entirety as follows:

4-3-4: LANDSCAPE WASTE COLLECTION:

A. Exclusive Contract For Residences: The Village shall enter into an exclusive contract with a landscape waste collector licensed by the Village for collection and disposal of landscape waste from all single-family and two-family residential premises in the Village. Unless properly composted, all landscape waste shall be properly placed for collection by the licensed Village collector; provided, however, that this subsection shall not prohibit any landscaping contractor from removing landscape waste from any premises for disposal in accordance with applicable laws, ordinances, and regulations.

- B. Containers: Except as provided for toters in subsection C of this Section, all landscape waste to be collected pursuant to subsection 4-3-4A shall be placed for collection in biodegradable paper "kraft"-type bags not exceeding thirty three (33) gallons in capacity or fifty (50) pounds in weight, or shall be tightly tied with string, cord, or twine made of natural fibers in bundles not exceeding four feet (4") in length, eighteen inches (18") in diameter, or fifty (50) pounds in weight.
- C. Optional Use Of Toter: Landscape waste to be collected pursuant to subsection 4-3-4A may be placed for collection in <u>either a sixty-five (65)</u> or a ninety-five (9095) gallon toter provided, for a monthly rental fee, by the licensed Village collector.
- D. Location: All landscape waste containers and bundles shall be placed for collection at the curb on the day scheduled for collection or not earlier than four o'clock (4:00) P.M. on the immediately preceding day.

SECTION 4: Title 4 (Health and Sanitation), Chapter 3 (Solid Waste, Landscape Waste, and Recycling), Section 5 (Recyclables Collection), is amended to read in its entirety as follows:

4-3-5: RECYCLABLES COLLECTION:

- A. Contract For Residences: The Village shall enter into a contract with a recyclables collector licensed by the Village for the collection and recycling of various recyclables from all single-family and two-family residential premises in the Village. Every such residential premises may participate in the recycling program conducted by the licensed Village collector, may use any other recyclables contractor licensed by the Village, or may participate in any other available recycling program.
- B. Containers: All recyclables to be collected pursuant to subsection 4-3-5A shall be placed for collection in a fourteen (14) gallon-rectangular recycling bin provided by the Village or the licensed Village collector. either a sixty-five (65) or ninety-five (95) gallon toter provided by the licensed Village collector.
- C. Location: All recycling bins shall be placed for collection at the curb on the day scheduled for collection or not earlier than four o'clock (4:00) P.M. on the immediately preceding day.

SECTION 5: Title 4 (Health and Sanitation), Chapter 3 (Solid Waste, Landscape Waste, and Recycling), Section 6 (Licenses For Collection), is amended to read in its entirety as follows:

4-3-6: LICENSES FOR COLLECTION:

- A. License Required: It shall be unlawful for any contractor to engage in the business of collection or disposal of solid waste, garbage, refuse, ashes, or recyclables without first obtaining a license therefor from the Village and paying the required fee.
- B. License Fee: The annual license fee shall be fifty dollars (\$50.00) for each vehicle used in the Village. eight hundred and fifty dollars (\$850) for each scavenger contractor that operates in the Village of Hinsdale.

C. Number of Licenses:

- 1. Solid Waste: The Village shall issue one license annually for the solid waste collection services provided in Section 4-3-3 of this Chapter.
- 2. Landscape Waste: The Village shall issue one license annually for the landscape waste collection services provided in Section 4-3-4 of this Chapter.
- 3. Recyclables: The Village shall issue one license annually for the recyclables collection services provided in Section 4-3-5 of this Chapter.
- 4. Other Licenses: The Village may issue additional licenses for solid waste, landscape waste, or recyclables collection services not inconsistent with the provisions of this Chapter.
- D. License Applications: Applications for licenses pursuant to this Section shall be filed with the Village Clerk. No application shall be accepted except if accompanied by payment of the fee required for such license.

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

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

follows:	, 2018, pursuant to a roll ca	all vote as
AYES:		
NAYS:		
ABSENT:		
APPROVED by me this the Village Clerk this same day.	day of, 2018, and atte	sted to by
	Thomas K. Cauley, Jr., Village President	_
ATTEST:		
Christine M. Bruton, Village Clerk		

Municipal Scavenger License	Survey			2/23/2018
Community	Annual License Fee		Notes	Additional Fees
Hinsdale	\$50 per vehicle			
Burr Ridge	\$	1,000	New license	
	\$	500	Renewal license	
Clarendon Hills	\$	500		plus \$50 per vehicle
Elmhurst	\$	500		plus \$25 application fee
La Grange Park	\$	1,250		
Lisle	\$	2,000	Residential	
	\$	500	Cammercial	
Oak Brook	\$	1,000		
River Forest	\$	1,000		
Western Springs	\$	100	, i	_
Willowbrook	\$	1,000		
Average	\$	850		

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FY 17/18 Hinsdale Scavenger License Fees Collected								
Contractor Name		Fee	Propo	sed FY 18/19 Fee				
Allied	\$	500	\$	850				
Waste Box Inc.	\$	100	\$	850				
Groot	\$	50	\$	850				
Advanced Disposal	\$	250	\$	850				
Waste Management	\$	250	\$	850				
Independent Recycling	\$	50	\$	850				
-	\$	1,200	\$	5,100				
			\$	3,900				



AGENDA ITEM #<u>65</u> REQUEST FOR BOARD ACTION

Administration

AGENDA SECTION: EPS - First Reading

Subject: Recommendation to Approve Parking Deck Construction Change

Orders for the Electrical and Sprinkler Systems.

MEETING DATE: March 6, 2018

FROM: Bradley Bloom, Assistant Village Manager/Director of Public Safety

Recommended Motion

To approve a construction change order for the parking deck electrical and fire suppression systems totaling \$72,070 as quoted by Bulley and Andrews.

Background

On August 3, 2017 the Village approved a Memo of Understanding (MOU) with Community Consolidated School District 181 to reimburse the School District 181 for parking deck construction costs related to excavation and foundation work. Since the approval of the MOU the Village has been working with the School District and their construction staff on design and construction matters primarily where the deck and school share systems that need to be interfaced such as electrical, water and fire alarms systems etc. To that end in November 15, 2017, the Village approved a change order with Cordogan and Clark for design changes to the parking decks electrical system and fire suppression systems in the amount of \$4,200 dollars. The second part to this change order are the construction costs related to the approved design changes.

In summary, the Village has pursued two separate paths for the parking deck electrical system. The first path was to have a metered electrical sub-panel connected to the Hinsdale Middle School's (HMS) electrical panel. The second path was to have a stand-alone electrical system for the deck directly connected to the ComEd utility. The advantage of having a sub-panel connected to the HMS is that it saves the Village the cost of connecting directly to the utility. The disadvantage is the Village will have to reimburse the School District for the parking deck's electrical usage rather than the Village being directly invoiced by ComEd. The advantage of having a stand-alone electrical system is that under the Village's franchise agreement with ComEd they are required to provide electrical service at no cost to Village buildings with the caveat that the Village does not charge a fee for parking on the deck. The disadvantage to this option is the construction costs to directly connect to the utility and that at some point the Village may choose to charge for parking and the Village would have to pay for electrical usage.

The fire suppression sprinkler system change order is being pursued because the Village will save on the construction cost of connecting directly to the water main and the Village will share with the District in the costs of a fire sprinkler pump that will serve both the HMS building and parking deck.



Discussion & Recommendation

Village Staff and the Village's owner's representative John Doherty recommend approval of the change order for both the electrical changes allowing for a direct connection to ComEd and the change orders to the fire suppression system.

Budget Impact

The change order costs are as follows:

114.190 01401 00010 410 40 10110110.	
Electrical System direct connect to ComEd utility (unbudgeted)	\$32,909
Changes to Fire Suppression System (approx. \$50K budget positive)	\$57,566
Construction fees	\$3,178
Subtotal	\$93,899
Less (unused contingency for excavation and foundation work)	- \$21,583
Net Cost of Change Order	\$72,070

The parking deck budget does include a line item contingency of \$145,000.

Village Board and/or Committee Action

Documents Attached

- 1. Cordogan and Clark Change Order dated 11-15-17
- 2. Change order quote from Bulley and Andrews
- 3. MOU with School District 181

CORDOGANCLARK

CHITECTS , ENGINEERE , CONSTRUCTION

October 23, 2017

Kathleen A. Gargano, Village Manager, Village of Hinsdale 19 E. Chicago Avenue, Hinsdale, Illinois 60521

Re: Village of Hinsdale (VOH) Parking Deck Additional AE Services for MEP Infrastructure Changes

Dear Ms. Gargano,

We have been asked to review mechanical, electrical and plumbing (MEP) infrastructure changes that are necessary to accommodate the VOH Parking Deck. John Doherty, VOH Owners Rep. has asked us to provide a proposal to provide design and engineering services to facilitate the relocation of the Electrical and Lighting Control Panel that was conceptually designed to accommodate the VOH deck based on the information available to the design team at that time. The VOH has requested that the panels be relocated from the Electrical Rooms to the Building Storage Room closer to the deck and that conduits be extended from these panels to the shared foundation wall and stubbed to the deck side. Furthermore, we were asked to provide preliminary engineering to determine if the HMS fire pump had capacity to add the VOH deck dry sprinkler system and to coordinate with the Sprinkler contractor what was required to accommodate adding the VOH deck to the HMS fire pump and to then extend the required two 6" pipes from the modified fire pump to the shared foundation wall to the deck side of this wall. We were also asked to review the HMS fire alarm design to determine if the deck fire alarm system could be extended from this master fire alarm panel and to extend empty conduits from the fire alarm panel located in the HMS Fire Alarm room to the shared foundation wall and stub them to the deck side of this wall. BIM coordination will be required to find a path to route the two 6" fire sprinkler lines and empty conduits from the fire alarm and electrical & lighting panel.

Our cost of services to provide the professional services require to engineer, create the ASI (Architects Supplemental Instructions) and participate in the BIM coordination is \$4,200.00. We will move forward with this work once this proposal is signed. By executing this proposal, the VOH commits to reimburse this amount within 30 days upon receipt of an invoice for the work.

We look forward to continuing our work with the Village and CCSD 181 on the further development of this very important enhancement to the parking challenges in downtown Hinsdale. Should you have any questions, please do not hesitate to contact me via my cell at 630.209.7525 or email me at bkronewitter@cordoganclark.com.

Respectfully submitted,

Cordogan Clark & Associates

Brian K. Kronewitter, AIA, DBIA Executive Vice President

980 RIDGEWAY AVENUE, AURORA, ILLINOIS 60506

716 NORTH WELLS STREET, CHICAGO, ILLINOIS 60684

CCA Add Services VOH Deck Infrastructure Changes 10/23/2017 Page 2 of 2

Upon approval of this agreement please forward a copy of the signed proposal letter back to our office.

Cordogan Clark & Associates, Inc.

Village of Hinsdale

Its representative

DATE: ___October 23, 2017

Its representative

 ν_{DATE}

BULLEY & ANDRE

Building Matters⁸

1755 West Armitage Avenue Chicago, IL 60622

Phone: Fax:

(773) 235-2433 (773) 235-2471 POTENTIAL CHANGE ITEM

No. PCI0066

Project # 116190

TITLE:

PROJECT:

Parking Deck Fire Protection and Electrical Services

School District 181 - New Hinsdale Middle School

TO:

COMMUNITY CONSOLIDATED SCHOOL DIST 181

115 W 55TH ST

CLARENDON HILLS, IL 60514

DATE:

February 26, 2018

DESCRIPTION OF PROPOSAL

This change item is based on coordination and discussion between District 181 and Village of Hinsdale to provide a fire protection dry system and electrical service for the future parking deck. This includes documentation issued by Cordogan Clark & Associates per Bid Group 2 ASI 15 issued on December 8, 2017. These details include upgrading the fire pump from 500 GPM to 1,000 GPM to accommodate the parking deck, two (2) 3" lines from the sprinkler room to the parking deck entry vestibule per MSK15 FP2.0. The electrical work includes empty 2" conduit with pull string for parking deck electrical service from exterior meter and disconnect. Electrical cost also include trenching, backfill for conduit and sawcutting of foundation wall.

PCI Summary

Phase Code	Vendor	Amount		
15500	K&S Automatic Sprinklers	\$57,566.00		
16000	Fitzgerald's Electrical	\$32,909.00		
82000	CONTINGENCY	\$-21,583.00		
	SUBTOTAL	\$68,892.00		
01520	BOND	\$331.00		
01521	SUBC BOND	\$758.00		
81999	GENERAL LIABILITY INSURANCE	\$696.00		
83000	FEE	\$1,393.00		
	SUBTOTAL	\$3,178.00		

Total:

\$72,070.00

APPR	OVAL:		
Ву:		By:	
	Board President COMMUNITY CONSOLIDATED SCHOOL DIST 181	Bill Truty Bulley & Andrews LLC	
Date:		Date: 2-28-2018	

MEMORANDUM OF UNDERSTANDING BETWEEN COMMUNITY CONSOLIDATED SCHOOL DISTRICT 181 AND THE VILLAGE OF HINSDALE — PARKING DECK CONSTRUCTION PROJECT

This MEMORANDUM OF UNDERSTANDING BETWEEN COMMUNITY CONSOLIDATED SCHOOL DISTRICT 181 AND THE VILLAGE OF HINSDALE ("MOU") is made this 3 day of 4 day of 4 day of 4 day of 5 day of 6 day

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 provides that units of local government may contract or otherwise associate among themselves to obtain or share services; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and

WHEREAS, Hinsdale Middle School is currently located on the School District's property located at 100 S. Garfield, Hinsdale, Illinois (the "Property"); and

WHEREAS, the School District plans to reconstruct Hinsdale Middle School on the Property at its present location; and

WHEREAS, the School District plans to reconstruct Hinsdale Middle School originally included a surface parking lot; and

WHEREAS, as part of such reconstruction, the School District and Village have proposed the design and construction of an associated parking deck (the "Parking Deck") for joint use by the Village and School District (the "Parking Deck Construction Project") in place of the originally planned surface parking lot; and

WHEREAS, the Village and the School District have agreed that the lower level of the Parking Deck is to be used by the Village, and the use of the upper level of the Parking Deck is to be utilized subject to the terms of the IGA, as IGA is defined below; and

WHEREAS, the School District and Village agree that other than those specified expenses to be borne by the Village for the design and construction of the Parking Deck as a result of the construction of the Parking Deck in lieu of the originally planned surface parking lot, all other Hinsdale Middle School reconstruction expenses shall be borne by the School District; and

WHEREAS, the School District and Village are in the process of negotiating an intergovernmental agreement relative to, among other things, the joint ownership or lease, construction, operation and maintenance of the Parking Deck. Once fully negotiated, the terms and conditions of such joint ownership or lease, construction, operation and maintenance shall be set forth in an Intergovernmental Agreement for Construction and Maintenance of a Shared Parking Deck (the "IGA") between the Parties, which shall supersede the terms of this MOU; and

382072_2

WHEREAS, in recognition of the School District's intent to begin excavation and concrete foundation work for the construction of a foundation for the Middle School and Parking Deck (the "Excavation and Concrete Foundation Work") immediately, which Work will necessitate the Village expending funds in an amount not to exceed \$786,833.25 (the "Funds"), the Parties desire to enter into this binding MOU summarizing certain terms related to the Excavation and Concrete Foundation Work related to the Parking Deck, and Village provision of such Funds, as well as certain other terms of the Parking Deck Construction Project, prior to the IGA being finally negotiated and executed; and

WHEREAS, the Parties agree that approval and execution of this MOU relative to the Excavation and Concrete Foundation Work, Village provision of the Funds for same, and certain other terms of the Parking Deck Construction Project, are in the best interests of both the Village and the School District.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

- 1) The forgoing recitals are incorporated into and made a part of this agreement by reference.
- 2) The Village agrees to provide to the School District the following Funds for the Excavation and Concrete Foundation Work in an amount not to exceed \$786,833.25 except to the extent such amount is modified by a change order that is approved in writing by both parties. The Funds are to be used as follows:

FUNDS TO BE UTILIZED FOR CONTRACTOR PAYMENTS:

Payment to DuPage Topsoil for additional excavation work -	\$174,440
Payment to DeGraf Concrete for foundation wall work -	\$323,000
Payment to Thatcher Foundation for earth retention system -\$222,000	
Trade total:	\$719,440

FUNDS TO BE UTILIZED FOR OTHER PURPOSES:

Contingency -	\$21,583.20
Subcontractor Default Insurance -	\$ 7,913.84
Bulley and Andrew (the School District's construction management firm)	-\$37,896.21
Other Purposes Total:	\$67,393.25

TOTAL PLEDGED FUNDS: \$786,833.25

- 3) Certified pay applications from Contractors for work performed and covered by this MOU shall be submitted by the Contractors directly to the School District. The School District will submit proof of such payment, and a request for reimbursement, to the Village.
- 4) Upon receipt of a request for reimbursement from the School District, the Village Manager shall promptly review the invoice in order to verify that the invoiced costs are costs covered by this MOU, and include sufficient detail to allow the Village to verify performance of the Excavation and Concrete Foundation Work completed. The Village Manager may request such additional documentation from the Contractor and/or the School District as is necessary to make such a determination. No reimbursements shall be approved by the Village without compliance by the School District and its Contractor with the

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- requirements of this Agreement and resulting approval by the Village Manager. Such approval shall not be unreasonably withheld
- 5) Following Village approval of a particular invoice, the Village shall, within thirty (30) days of approval of an invoice, disburse funds to the School District in the amount of the approved invoice.
- 6) No change orders or changes to the scope or nature of the work to be performed by the Contractors specified above shall occur without notification to, and review and approval in writing by, the Village. The parties acknowledge that there is a pending change order for design revisions to the foundation wall for tie backs and concrete work. This change order is currently under review by the Parties and their consultants, and shall, subject to such review, be considered by the Parties at upcoming Board meetings of the parties.
- 7) The Village and the School District each agree to bear their own expenses relative to negotiation of this MOU, negotiation of the IGA, for their individual consultants, and for the administration of their respective obligations under the MOU and IGA.
- 8) The Parties agree that should a dispute arise between the Parties as to responsibility for payments due pursuant to the MOU or IGA, the negotiation of same, or as to application of any other term, provision or obligation in the MOU or IGA relative to the responsibilities of the Parties to each other, that a third party will mediate the dispute in the event the Parties are unable to independently reach a satisfactory resolution. The Parties agree to utilize the services of the Concord Group for such mediation, in order to facilitate a mutually agreeable and realistic resolution of any dispute in a manner that does not delay the Parking Deck Construction Project. The Parties further agree that the cost of the mediation shall be shared evenly between the Parties.
- 9) The School District, in recognition of the costs the District would have incurred in constructing the originally planned surface parking lot, agrees to provide to the Village a credit of between \$1,139,448 and \$1,308,253 (which amount shall be agreed to as part of the IGA) against the total cost of the Parking Deck Construction Project. The parties agree that this credit shall be applied pursuant to terms to be negotiated for inclusion in the IGA.
- 10) The Village Manager shall be given at least fourteen (14) days to review, to consult with appropriate staff about, and to approve, all bid specifications for, related to, or having an impact on, the Parking Deck Construction Project prior to their approval and issuance by the School District. The School District and its architect, construction project manager, and School District Owner's Representative acknowledge and agree that in the event that bid specifications for, related to, or having an impact on, any portion of the Parking Deck Construction Project (other than the previously bid contracts for Excavation and Concrete Foundation Work noted above) are issued without Village Manager review, comment and approval as set forth in this Section, the Village will have absolutely no obligation under this MOU to provide reimbursement related to design, engineering, bidding or construction work so bid.
- 11) The School District acknowledges and agrees to invite the Village's Owner's Representative to any and all meetings regarding decisions that impact the Parking Deck Budget and Schedule. The School District shall provide at least 48 hours notice of any such meeting to the Village and its Owner's Representative. No decisions will be made either on an administrative or School District Board level on any schedule adjustments that impact the Village without written notice and consent by the Village, which consent shall not be unreasonably withheld.

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- 12) The Village and School District acknowledge a currently existing dispute between the Parties as to the Village's responsibility to absorb a cost premium in the amount of \$110,000. The cost premium is the result of the difference between a bid submitted by Martin Concrete, and the bid submitted by DeGraf Concrete and accepted by the School District without Village review or input. The Parties shall continue to work towards resolution of this dispute and will include language in the IGA to address its resolution. The Parties agree and acknowledge that by payment of \$323,000 in advance of the resolution of this dispute, the Village is in no way waiving its documented objection to the \$110,000.
- 13) The Parties acknowledge that the Excavation and Concrete Foundation portion of the Parking Deck Construction Project is being conducted on an expedited basis. While payments may be made by the Parties in order to ensure the timely completion of the Project, the Parties acknowledge that by making such a payment for an expense covered by this MOU (regardless of whether such payment is made prior to the full execution of this MOU), a Party has not waived its right to dispute responsibility for such payment, but instead reserves the right to contest its responsibility for such payment after the fact.
- 14) The School District and the School District's construction management firm Bulley and Andrews understand and agree that if the Village receives more competitive Subcontractor Default Insurance quotes from the Village's own insurance provider, such quotes may be accepted in order to satisfy any necessary insurance requirements.
- 15) All notices and requests required pursuant to this MOU shall be sent by email, to the email addresses specified below. If requested by either the Village or District, follow up requests will be sent by certified mail, return-receipt requested, postage prepaid, or by personal or overnight delivery, as follows:

If to the Village, to:

If to the School District, to:

Ms. Kathleen Gargano Village Manager 19 East Chicago Avenue Hinsdale, Illinois 60521 Dr. Don White Superintendent 115 W 55th Street Clarendon Hills, IL 60514

kgargano@villageofhinsdale.org

Email notices shall be directed, in addition to the addresses specified above, as follows:

If to the Village, to:

If to the District, to:

Thomas K. Cauley Village President tcauley@sidley.com

Bradley Bloom
Assistant Village Manager
bbloom@villageofhinsdale.org

John Doherty
Village Owner's Respresentative
john.doherty@jdohertyassociates.com

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- or at such other addresses as either Party may indicate in writing to the other Party. Service by personal or overnight delivery shall be deemed to occur at the time of the delivery, and service by certified mail, return-receipt requested, shall be deemed to occur on the third day after mailing.
- 16) This MOU shall be binding on the Parties as to the obligations set forth herein until such time as its provisions are superseded or incorporated into the final IGA to be negotiated between the Parties. This MOU shall terminate upon mutual agreement of the Parties, or upon entry by the Parties into the IGA contemplated hereunder.
- 17) This MOU and all matters or issues relating to interpretation, validity, performance and enforcement shall be governed by the laws of the State of Illinois applicable to contracts performed entirely within this state. The Parties agree that for the purpose of any litigation or proceeding brought with respond to this MOU and its enforcement, venue shall be in the Circuit Court of DuPage County, Illinois. The Village and School District agree to submit to the jurisdiction of such court for the purpose of any such litigation or proceeding.
- 18) This MOU contains the entire understanding of the Parties, with respect to the subject matter contained herein, supersedes all prior understandings relating to the subject matter contained, and cannot be changed or terminated orally.
- 19) Neither Party shall assign this MOU without the other Party's prior written consent, which may be withheld. Any such assignment without the other Party's prior written consent shall be void.
- The terms of this MOU may be amended only in writing with the mutual approval of the Parties.
- 21) If any provision of this MOU or the application of any such provision to any Party shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this MOU shall not be affected, and each remaining provision of this MOU shall be considered valid and shall be enforced to the fullest extent permitted by law.
- 22) Failure of any Party to this MOU to insist upon the strict and prompt performance of the terms, covenants, agreements and/or conditions set forth herein, or any of them, upon any other Party imposed, shall not constitute or otherwise be construed as a waiver or relinquishment of any Party's right thereafter to enforce any such term, covenant, agreement and/or condition, but the same shall continue in full force and effect.
- 23) The Village and the School District shall act in good faith and take all necessary actions to cooperate with each other to fulfill their mutual obligations under this MOU.
- 24) Nothing in this MOU shall be deemed to create any right of any kind in any third party, including but not limited to, the Contractors listed herein, the School District's Engineering Firm or construction management firm, or any other consultants of the Parties. Nothing in this MOU shall be deemed to create any liability by the Village for the debts and obligations of the School District.
- 25) This MOU shall be executed by all of the Parties in identical original duplicates and each of the duplicates shall, individually and taken together, constitute one and the same MOU.

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IN WITNESS HEREOF, the Parties have executed this MOU, effective as of the day and year first written above, based on the date that the last signatory executed the MOU.

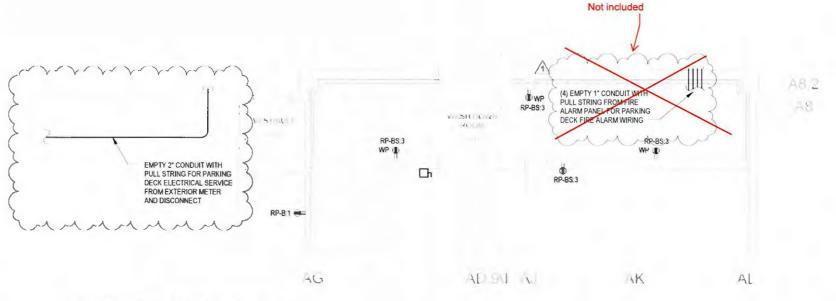
VILLAGE OF HINSDALE	COMMUNITY CONSOLIDATED
^	SCHOOL DISTRICT 181
By: Cauley Village President	By: Board President
Date: 8/7 2017	Date: 7 / 2017
Attest: Village Clerk	Attest: Must Secretary
Date: august 7 2017	Date: 7/14 2017



PROJECT NUMBER 15-391

01 DEC 2017 ESI-063-E1.0

SHEET



(1) PARTIAL LOWER LEVEL PLAN - POWER 1/8" = 1'-0"

CHICAGO, ILLINOIS 60610 ARCHITECTS ENGINEERS 716 NORTH WELLS STREET www.cordoganclark.com CORDOGAN CLARK & ASSOCIATES, INC. 860 RIDGEWAY AVENUE AURORA, ILLINOIS 66506 HINSDALE MIDDLE SCHOOL



6S865 Shaw Road Big Rock, IL 60511

January 12, 2018

Mr. Bill Truty Bulley & Andrews 1755 W. Armitage Ave Chicago, Illinois 60622

Dear Mr. Truty,

Fitzgerald's Electrical is requesting the following change order be approved for the Hinsdale Middle School project in Hinsdale, Illinois. This change order pricing is for additional work per ASI-015 to install a new meter, 200A NEMA 3R disconnect and empty 2-1/2" PVC Conduit stubbed into parking garage. The total price for this work is a total of \$32,909.00. This price includes all materials and labor necessary to complete this added scope of work. Please see the attached sheets for the breakdown of material and labor pricing for this work.

Fitzgerald's Electrical will continue to work toward the successful and timely completion of this project. Please feel free to contact me at our office with any questions.

Sincerely,

Miles Henderson Project Manager

> (630) 556-3000 Telephone (630) 556-3087 Fax www.fitzec.com

DESCRIPTION	QTY	Г	PRICE	PER	PRIC	E EXTENSION	LABOR	PER	LABOR EXTENSION
UTILITY METER AND CT CABINET	1	\$	900.00	E	\$	900.00	5.00	E	5.00
200A - PARKING DECK SERVICE DISCONNECT NEMA 3R	1	\$	1,600.00	E	5	1,600.00	9.00	E	9.00
2 1/2" GRC (GALV)	40	\$	8.13	Е	\$	325.20	15.00	С	6.00
2 1/2" STEEL LOCKNUT	8	5	2.35	E	\$	18.80	0.00	С	0.00
2 1/2" PLASTIC BUSHING	4	\$	0.44	E	\$	1.76	100.00	С	4.00
2 1/2" GRC 90 ELBOW	4	5	19.61	E	\$	78.44	150.00	С	6.00
2 1/2" PVC	460	\$	1.32	E	\$	607.20	12.00	С	55.20
2 1/2" PVC FEM ADAPTER	- 4	5	1.51	E	\$	6.04	40.00	C	1.60
#6 XHHW	40	\$	0.61	£	\$	24.40	19.00	М	0.76
#3/0 XHHW	160	\$	3.42	E	\$	547.20	26.00	М	4.16
# 6 WIRE TERM-POWER	4	5		E	\$	-	0.20	Ε	0.80
# 3/0 WIRE TERM-POWER	15	\$	-	E	\$	-	0.40	E	6.40
TRENCH (12"x3' DEEP)	450	\$	10.00	E	\$	4,500.00	4.00	C	18.00
CONCRETE 3000 LB (YARD)	3	\$	145.00	E	\$	435.00	1.00	Ę	3.00
CONCRETE TRENCH POUR	3	\$		E	5		0.50	E	1.50
REBAR CAGES	4	\$	125.00	E	\$	500.00	2.00	Ε	8.00
SEAL OPENING WATER TIGHT	5	\$	100.00	Ę	\$	200.00	0.50	E	1.00
SAWCUT WALL 4" X 4"	2	\$	600.00	ε	\$	1,200.00	0.50	Ε	1.00
TRENCH BACKFILL (12" X 3' DEEP)	450	5	5.00	٤	\$	2,250.00	2.00	C	9.00
BIM/AS-BUILT		\$	٠_	Ę	\$		1.00	_ E	8.00
Totals		\vdash			\$	13,194.04			148.42
Labor Hours	148.42	\$	112.67	HR	\$	16,722.48			
Total Material and Labor		-			5	29,916.52			
Mark Up 10%	1.1	\$:	29,916.52		\$	32,908.17			
				Luciania					
Total Cost for ASI-015 Parking Garage Service ROM	SCHOOL STREET	100		BOTHE	\$	32,908.17	of the second		100 110 110

ARCHITECTS • ENGINEERS

ARCHITECTS SUPPLEMENTAL INSTRUCTIONS

ASI Number: 015, Bid Package 2

Date: 12.08.2017

RE: Hir

Hinsdale Middle School

Prepared By: Alex López, AIA, LEED AP

Cordogan, Clark & Associates

Project No.: 15391

To:

Bill Truty

Bulley & Andrews, LLC

Supplemental instructions are issued as interpretations or clarifications to the scope of work. This form is intended to assist in interpreting the construction document requirements in accordance with the Owner/Architect Agreement and the General Conditions. These supplemental instructions imply that no change in contract cost or contract time take place.

Mechanical Sketches - Overview:

MSK15 - FP2.0

Provide dry system for parking garage. Route (2) 3" lines from the sprinkler riser in the basement of the middle school to the northern wall near the basement entry vestibule. Stub lines through wall and cap. Refer to attached sketch MSK15 – FP2.0.1000 gpm, 100 psi, 100 hp fire pump shown in fire protection material submittal received October 02, 2017 and returned October 23, 2017 is acceptable to serve both the parking garage and the middle school.

MSK15 - Detail 1

Provide Mason Industries SLR type spring vibration isolators with rubber base pads for HP-B1 and HP-B2. (Units are over instruction spaces) Refer to MSK15-Detail 1 for sample vibration isolator installation detail.

Drawings Attached:

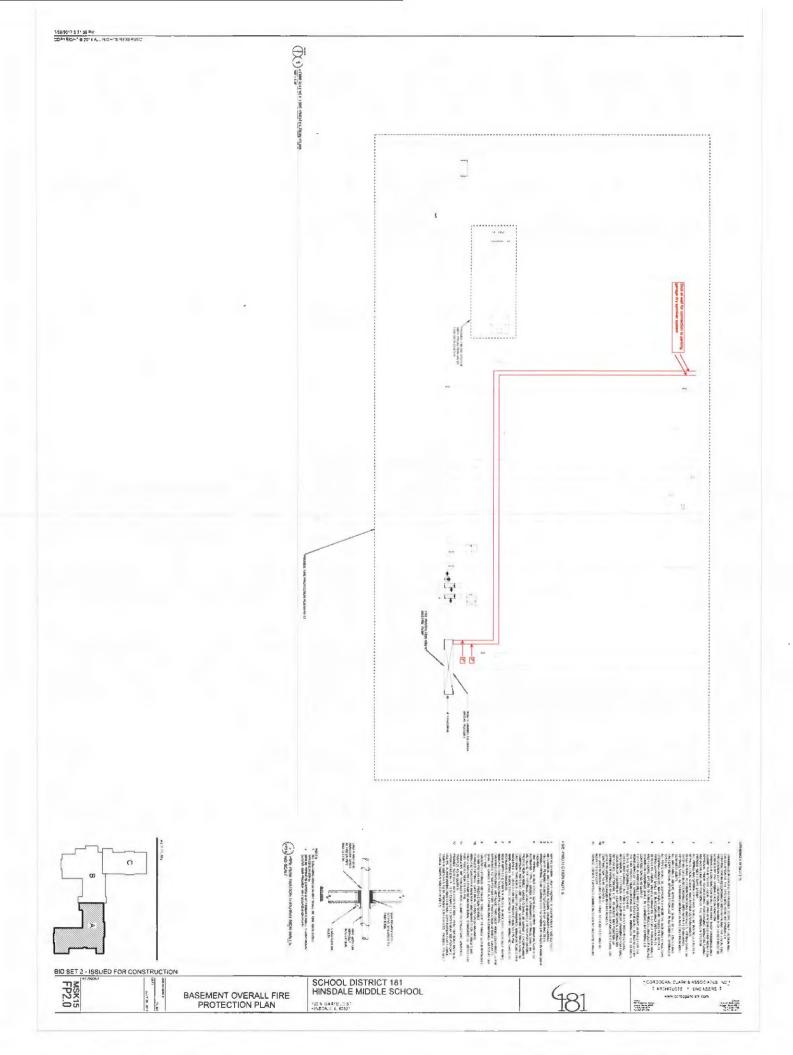
MSK15 – FP2.0 Basement Overall Fire Protection Plan

MSK15 - Detail 1 Spring Vibration Isolators

ESI063 – E1.0 Partial Lower Level Plan - Power
ESI064 – E1.1B Partial First Floor Plan – Power
ESI065 – E6.1 Power Distribution Riser Diagram

End of ASI No. 015

960 RIDGEWAY AVENUE, AURORA, ILLINOIS 60506 . 716 NORTH WELLS STREET, CHICAGO, ILLINOIS 60654



K&S SPRINKLERS INC.

QUALITY SERVICE SINCE 1929

2619 CONGRESS STREET

BELLWOOD, ILLINOIS 60104-2400

TELEPHONE (708) 544-0655 • FACSIMILE (708) 544-0677 • 24 HOUR EMERGENCY SERVICE • www.kandsfirepro.com

February 15, 2018

Bulley & Andrews 1755 W. Armitage Ave. Chicago, IL. 60622

Attn:

Bill Truty

Re:

Fire Protection

Hinsdale Middle School - Bid Group 2, ASI 015

100 S. Garfield St.

Hinsdale, IL.

Gentlemen: The original fire pump for the school only was rated at 500 GPM.

The fire department requested standpipes. After hydraulic calculations, adding in demand for standpipes, the system required a 750 GPM pump.

Then came the parking garage and deck which required two (2) dry systems. The total demand was borderline for a 750 GPM pump. Because there was a slight difference in price between a 750 GPM and a 1000 GPM fire pump, we opted for the 1000 GPM.

The 500 GPM fire pump is not adequate for the school only if standpipes are required by the fire department.

The galvanized supply piping is stubbed to outside of foundation wall & capped inside garage area.

The itemized breakdown is as follows:

Revised engineering to \$4,000

	<u>Material</u>	<u>Labor</u>	Engineering	Miscellaneous
	26182	20815	4000	1700
10%	<u>2618</u>	<u> 2081</u>		<u> 170</u>
	\$ 28,800	\$ 22,896	\$ 4000	\$ 1870 = \$ 57,566.
			—Revised mark up	

We trust the foregoing is complete and satisfactory.

Yours very truly,

K & S AUTOMATIC SPRINKLERS, INC.

K&S SPRINKLERS INC.

QUALITY SERVICE SINCE 1929

2619 CONGRESS STREET

BELLWOOD, ILLINOIS 60104-2400

TELEPHONE (708) 544-0655 • FACSIMILE (708) 544-0877 • 24 HOUR EMERGENCY SERVICE • www.kandsfirepro.com

November 3, 2017

Bulley & Andrews 1755 W. Armitage Ave. Chicago, IL. 60622

Bill Truty, Senior Project Manager

Re: Fire Protection

Hinsdale Middle School

100 S. Garfield Hinsdale, IL.

500 GPM system is adequate for Hinsdale Middle School fire sprinkler system.

750 GPM system is not adequate to serve parking deck and middle school if both areas are under fire.

1000 GPM system can effectively handle a fire simultaneously at the parking deck and middle school.

Gentlemen:

Attn:

The following illustrates the cost comparison of the 500 GPM and 1000 GPM fire pump:

- > 500 GPM 75PSI 40HP in-line fire pump with packing, 3 phase, 60 cycle motor, controller and necessary flanged fittings
- Commissioning/acceptance flow test
- Pretest inspection of equipment, delivery, state and local taxes

Total: \$16,851.

> 1000GPM 100PSI 100HP in-line fire pump (equipment similar to above but larger pipe size)

Total: \$20,813

Increase: \$3962.

Please note there is a 6-8 week estimated delivery.

We trust you will find the forgoing acceptable.

Yours very truly,

K & S AUTOMATIC SPRINKLERS, INC.

APPROVED FIRE PROTECTION SYSTEMS, DESIGNED, ENGINEERED, AND INSTALLED ANYWHERE

K&S SPRINKLERS INC.

QUALITY SERVICE SINCE 1929

.

2619 CONGRESS STREET

BELLWOOD, ILLINOIS 60104-2400

TELEPHONE (708) 544-0655 • FACSIMILE (708) 544-0677 • 24 HOUR EMERGENCY SERVICE • www.kandsfiregro.com

October 27, 2017

Bulley & Andrews 1755 W. Armitage Ave. Chicago, IL. 60622

Attn:

Bill Truty- Senior Project Mgr.

Re:

Fire Protection

Hinsdale Middle School

100 S. Garfield Hinsdale, IL.

Gentlemen:

Enclosed are proposals from two separate pump companies.

The Patterson pump proposal was dated 5/26/17.

The more recent quote, 10/25/17, was from Apex Pumping Equipment.

The pump prices do not include any testing and prep fees, valves, flanged fittings and related material, and state and local taxes.

Based on the wide difference in quotes, I will submit a new proposal for the upgrade in pumps.

Trusting you will find the forgoing acceptable, we remain,

Yours very truly,

K & S AUTOMATIC SPRINKLERS, INC.

the Amstadt

PATTERSON MOTOR DRIVEN PUMP

1 5x3 VIP VERTICAL INLINE UL-FM APPROVED CLOCKWISE ROTATION

DESIGN: 500 GPM 75 PSI 173 TDH 3525 RPM

1 SUCTION-125# FLG DISCHARGE-125# FLG

PUMP BASE/COUPLING

1 BASE PLATE, VOLUTE COVER

MOTOR/CONTROLLER

Fac. Choice, 40.0 H/P, 3525 RPM,

3 PHASE, 60 CYCLE, 208 VOLT,

OPEN DRIPPROOF MOTOR, FRAME-286JPV

UL LABELED 1,15SF

1 TORNATECH MODEL-GPA208/40/3/6

COMBINED MANUAL AND AUTOMATIC FIRE PUMP CONTROLLER

1 ACROSS THE LINE, FLOOR MOUNTED CONTROLLER

1 RATED FOR 3 PHASE, 60 CYCLE, 100000 AIC

208 VOLT,40.0 H/P OPERATION,

PUMP ACCESSORIES

1 STANDARD PRESSURE GAUGES - 300 LBS

W/ GAUGE COCKS

1 0.75 IN Standard CASING RELIEF VALVE

SET FOR 175#

1 5 X 5 ECCENTRIC SUCTION REDUCER

SUCTION-125# FLG

1 3 X 8 CONCENTRIC DISCHARGE INCREASER

DISCHARGE-125# FLG

4 IN BRASS HOSE VALVE HEADER - OUTSIDE

1 2 SETS OF 2 1/2 IN HOSE VALVES-ANGLE HOSE VALVE

NST THREAD, WITH CAPS AND CHAINS

JOCKEY PUMP

PATTERSON, T41E01362036

JOCKEY PUMP RATED FOR 5 GPM

90 PSI; 3450 RPM, WITH 1,00 HP,

3 PHASE, 60 CYCLE, 208 VOLT ODP ENCLOSURE

1 UL APPROVED JOCKEY PUMP CONTROLLER

PATTERSON FPJPC01360208

FOR 3 PHASE, 60 CYCLE, 208 VOLT

1 HP OPERATION

WITHOUT PRESSURE RECORDER

WITHOUT RUNNING PERIOD TIMER

JP CONTROLLER MODIFICATIONS

0 - Casing Relief Valve

LIST PRICE

TOTAL WEIGHT 604 LBS

PATTERSON MOTOR DRIVEN PUMP

8X8X18A VIPDI HORIZONTAL SPLIT CASE UL-FM APPROVED CLOCKWISE ROTATION

DESIGN: 1000 GPM 100 PSI 231 TDH 1780 RPM

1 SUCTION-125# FLG DISCHARGE-125# FLG

PUMP BASE/COUPLING

- 1 BASE PLATE, STANDARD
- 1 COUPLING, STANDARD
- 1 COUPLING GUARD, STANDARD

MOTOR/CONTROLLER

- 1 Fac. Choice, 100.0 H/P, 1780 RPM,
 3 PHASE, 60 CYCLE, 460 VOLT,
 OPEN DRIPPROOF MOTOR, FRAME-404JPV
 UL LABELED 1.15SF
- 1 TORNATECH MODEL-GPATG46/100/3/6

COMBINED MANUAL AND AUTOMATIC FIRE PUMP CONTROLLER

- 1 ACROSS THE LINE, FLOOR MOUNTED CONTROLLER
- 1 RATED FOR 3 PHASE, 60 CYCLE, 100000 AIC 460 VOLT,100.0 H/P OPERATION,

PUMP ACCESSORIES

- 1 1 IN 300# AUTOMATIC AIR RELEASE VALVE
- 1 STANDARD PRESSURE GAUGES 300 LBS

W/ GAUGE COCKS

1 0.75 IN Standard CASING RELIEF VALVE

SET FOR 175#

- 1 6 IN CAST IRON HOSE VALVE HEADER OUTSIDE
- 1 4 SETS OF 2 1/2 IN HOSE VALVES-ANGLE HOSE VALVE NST THREAD, WITH CAPS AND CHAINS

JOCKEY PUMP

1 PATTERSON, T41L02364636

JOCKEY PUMP RATED FOR 10 GPM

120 PSI, 3450 RPM, WITH 2.00 HP,

3 PHASE, 60 CYCLE, 460 VOLT ODP ENCLOSURE

1 UL APPROVED JOCKEY PUMP CONTROLLER

TORNATECH JP3-460V/2 HP

FOR 3 PHASE, 60 CYCLE, 460 VOLT

2 HP OPERATION

WITHOUT PRESSURE RECORDER

WITHOUT RUNNING PERIOD TIMER

JP CONTROLLER MODIFICATIONS

1 0 - Non-Listed Casing Relief Valve 175# Max

LIST PRICE

TOTAL WEIGHT 1928 LBS

Separate PO Patterson Pump C/o CBM.....LINE ITEM UNIT PRICE NOT INCLUDING TAX

							No 17~ 3585V
TO:	K&S Automatic				DATE		October 25, 2017
ATTN:	Joe		·····		JOB NAME	**************************************	Hinsdale Middle School
PHONE:					CITY:	***************************************	Hinsdale
EMAIL						***************************************	
					X	YLEM AC I	TRE PUMP SYSTEMS
FP RATING	500 (SPM .	75	PSI	480	Volts	
	U.L. listed fire	อนเกรอ รหร	tem consisting of	f a bronze fitic	d in line pump wi	th	
1	-		le motor and con		- III stille brande ove		
Quantity	backnist a buen	ar on rite	te ukwai mia tali	HOIRI.	10	HP	V 000
Quantity	_			_	30	* ·	X O.D.P.
	4x4x9.	SF	Vertical Inlin	e Pump		RPM	
CONTROLLER TYPE							
401,111,0±0±1,111							
	x	Limited:	Service - 30 hp o	r less UL List	ed only		
	25,000	Amp C.B	. Interrupt Capac	eitv	_		
				···· ,			
AUTOMATIC TRANS	ER SWITCH						
		Automei	tic Transfer Swi	ter-h			
	1777	AULUM PI	re Hamblet 34	44			
ACCESSORIES							
ROCEDOTTE	Included	Suction 6	and Discharge Gr	auge	Included	UL Lister	d Casing Relief Valve
			Suction Reduce	-	4°	_	ve Header
•			ric Discharge Inc		2	·····	ves, Caps & Chains
		Contain	THE ENSPOSED THE	10456		- HOSE YES	ves, Caps & Chans
JP RATING	4	GPM	110	PSI	120	Volts	
1. restino		Orm	110	*Lot	120	**** ¥ U1L5	
	Jockey pump a	vstem co	nsisting of a SS I	fitted vertical r	pump with mechan	nical seal. S	.S. shaft.
J.			notor and across				
Quantity		нP	3450	RPM	1	Phase	
(
		EQUIP	MENT ONLY	NET COST	\$10,580.00		
		SEE BEL	OW FOR TESTIN	IG FEES		'	
		ESTIMA	TED DELIVER		6-8 weeks		
		F.O.B. (Morton Grove, U	L) FUI	LL FREIGHT ALI	OWED	
		TAXES	NOT INCLU				

Specifications:

TEST FEES

One commissioning/acceptance flow test add \$500.00

Pretest Inspection of equipment, maximum 1 hour add \$350.00 if requested (Optional but recommended)

Extra city fees, testing or permits are <u>NOT</u> included.

Price quoted is valid for 30 days

				_		No 17- 3586V
TO:	K&S Automatic	·		DATE:		October 25, 2017
ATIN;	Joe			JOB NAME:	<u> </u>	insdate Middle School
PHONE:				CITY:[Hinsdale
EMPAL				Xì	LEM AC FIR	E PLIMP SYSTEMS
P RATING	1000 (32)		PSI		Volts	
	U.L. listed fire pur	np system consisting	of a bronze fitte	d in-line pump with	h	
<u> </u>	packing, 3 phase, (60 cycle motor and c	ontroller.			
Quantity				100	HP	X O.D.F.
	8x8x9.5F	Vertical In	line Pump	3550	RPM	-
CONTROLLER TYPE						
	X Ac	ross the Line				
	· · · · · · · · · · · · · · · · · · ·					
	100,000 An	лр С.В. Interrupt Сар	pacity			
AUTOMATIC TRANS	FER SWITCH					
	N/A Au	itomatic Transfer S	witch			
ACCESSORIES						
ice and in the second	Included Su	ction and Discharge	Gauge	Included	UL Listed (Lasing Relief Valve
	na Ed	centric Suction Redu	ा ंद	ó"	Hose Valve	Header
	618 C	oncentric Discharge I	Increaser	4	Hose Valve	s, Caps & Chains
JP RATING	6G	PM 130	PSI	120	Volts	
					- .	
•		tera consisting of a S			ical seal, 5.5	. shatt,
Quantity	O.D.P. close bou	ipled motor and acros P 3450	ss the line contro RPM	iker.	Phase	
Quantity	3/4 [1	r <u>3430</u>	RPM		- russe	
	•	OTTOSETS ON	V MET COST	P14 242 DA		
		QUIPMENT ONL SEBELOW FOR TEST		\$12,362.DO	_	
		STIMATED DELIVI		6-8 weeks	÷	
		O.B. (Morton Grove		L FREIGHT ALL	ŌWED	
		AXES NOT INCL	- /			

Specifications:

<u>TEST FEES</u>

One commissioning/acceptance flow test add \$500.00

Pretest Inspection of equipment, maximum I hour add \$350.00 if requested (Optional but recommended)

Extra city fees, testing or permits are NOT included.

Price quoted is valid for 30 days



AGENDA SECTION:

First Reading - ZPS

Major Adjustment to Detailed Plan for use of Hardie Siding in lieu of

SUBJECT:

Stucco for the 64-Unit Residential Planned Development (A-25-17)

Hinsdale Meadows, LLC (Case A-04-18)

MEETING DATE:

March 6, 2018

FROM:

Chan Yu, Village Planner

Recommended Motion

Approve an Ordinance approving a Major Adjustment to a Planned Development – Hinsdale Meadows Southeast Corner of 55th Street and County Line Road – Hinsdale Meadows, LLC.

Background

On December 11, 2017, the Board of Trustees approved Ordinance O2017-52, approving a Detailed Plan for a 64-unit residential Planned Development, at the southeast corner of 55th Street and County Line Road for Hinsdale Meadows, LLC. Per the Detailed Plan, the proposed exterior materials included primarily stucco and brick.

This Major Adjustment application requests to use Hardie siding and stone for the home façade in lieu of stucco and brick. Per the applicant, Hinsdale Meadows, LLC, it is their experience, along with feedback from potential customers and prominent local real estate brokers, that Hardie siding will be an attractive feature for their customers.

Per the applicant, Hardie siding is manufactured by the James Hardie company, and offers a 10-year manufacturer's warranty on the material. The applicant states that Hardie siding requires minimal repairs, and the material can last throughout the life of the home. The use of this long-lasting material is consistent with the underlying premise for an age-targeted, low-maintenance Hinsdale Meadows community.

Discussion & Recommendation

Should the Board find the request is <u>not</u> in substantial conformity with the Detailed Plan for a Planned Development, "Move to refer the request to the Plan Commission for further hearing and review."

Village Board and/or Committee Action

N/A

Documents Attached

Draft Ordinance

- 1. Major Adjustment Application and Exhibits
- 2. Approved Ordinance for Detailed Plan for Planned Development (dated 12.11.17)
- 3. Approved Exterior Building Material (Stucco) Elevations (per Ordinance O2017-52)
- Zoning Map and Project Location

VILLAGE OF HINSDALE

ORDINANCE	NO.		

AN ORDINANCE APPROVING A MAJOR ADJUSTMENT TO A PLANNED DEVELOPMENT – HINSDALE MEADOWS (SOUTHEAST CORNER OF 55TH STREET AND COUNTY LINE ROAD) – HINSDALE MEADOWS, LLC

WHEREAS, Hinsdale Meadows, LLC (the "Applicant"), has submitted an application (the "Application") seeking a major adjustment to its existing approved planned development (the "Planned Development") at what is now known as Hinsdale Meadows, a 24.5 acre site at the southeast corner of 55th Street and County Line Road, Hinsdale, Illinois (the "Subject Property"), located in the R-2 Single-Family Residential Zoning District; and

WHEREAS, the Village has previously approved the concept plans and a special use permit for the Planned Development in Ordinance No. O2017-08, passed and approved on March 7, 2017, and the detailed plans, associated waivers and variations, and a redevelopment agreement (the "Redevelopment Agreement") for the Planned Development, in Ordinance No. O2017-52, passed and approved on December 11, 2017. Final plan approvals are currently pending; and

WHEREAS, the Applicant now seeks approval of a major adjustment (the "First Major Adjustment") to the approved plans for the Planned Development, pursuant to subsection 11-603(K)(2) of the Hinsdale Zoning Code (the "Application"). The First Major Adjustment proposes the use of Hardie siding in lieu of stucco for building façade construction, and includes updated elevation drawings; and

WHEREAS, the Board of Trustees of the Village have duly considered all of the materials, facts and circumstances affecting the Application, and find that the Application proposes changes that will be in substantial conformity with the approved plans for the Planned Development, in conformance with 11-603(K)(2) of the Hinsdale Zoning Code.

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

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

SECTION 2: Approval of First Major Adjustment to the Planned Development Approved Plans. The Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and Subsection 11-603(K)(2) of the Hinsdale Zoning Code, approves the First Major Adjustment to the previously approved plans for the Planned Development for the Subject Property, to allow the use of Hardie

siding in lieu of stucco, and the revised and updated elevation renderings, all as detailed and depicted on the Adjusted Plans attached hereto and incorporated herein as **Exhibit A**. Said First Major Adjustment is approved subject to the conditions set forth in Section 3 of this Ordinance. The previous Ordinances giving approvals to the Planned Development are hereby amended to the extent provided, but only to the extent provided, by the approval granted herein.

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

- A. No Authorization of Work. This Ordinance does not authorize the commencement of any work on the Subject Property. Except as otherwise specifically provided in writing in advance by the Village, no work of any kind shall be commenced on the Subject Property until all conditions of this Ordinance precedent to such work have been fulfilled and after all permits, approvals, and other authorizations for such work have been properly applied for, paid for, and granted in accordance with applicable law, the previous approving Ordinances and the existing Redevelopment Agreement between the Village and Applicant.
- B. <u>Compliance with Plans</u>. All work on the Subject Property shall be undertaken in strict compliance with the approved plans and specifications, including the Adjusted Plans attached as **Exhibit A**.
- C. Compliance with Codes, Ordinances, and Regulations. Except as specifically set forth in this Ordinance, the previous approving Ordinances, and the Redevelopment Agreement between the Village and Applicant, the provisions of the Hinsdale Municipal Code and the Hinsdale Zoning Code shall apply and govern the development of the Subject Property. All such development shall comply with all Village codes, ordinances, and regulations at all times.
- D. <u>Building Permits</u>. The Applicant shall submit all required building and sign permit applications and other materials in a timely manner to the appropriate parties, which materials shall be prepared in compliance with all applicable Village codes and ordinances.

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

SECTION 5: Severability and Repeal of Inconsistent Ordinances. Each section, paragraph, clause and provision of this Ordinance is separable, and if any section, paragraph, clause or provision of this Ordinance shall be held unconstitutional or invalid for any reason, the unconstitutionality or invalidity of such

392147_1 2

section, paragraph, clause or provision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

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

PASSED this day of	2	:018.			
AYES:	N			.	_
NAYS:					_
ABSENT:					_
APPROVED this day of					
	Thomas K. Ca	uley, Jr., Vi	llage President	***	
ATTEST:					
Christine M. Bruton, Deputy Villag	je Clerk	·			
ACKNOWLEDGEMENT AND A CONDITIONS OF THIS ORDINAL		BY THE	APPLICANT	то	THE
Ву:		· .			
ts:					
Date:, 2	2018				

EXHIBIT A ADJUSTED PLANS

Hinsdale Meadows, LLC

January 30, 2018

Board of Trustees, Village of Hinsdale Kathleen Gargano, Village Manager Robert McGinnis, Director of Community Development Chan Yu, Village Planner

Re: Hinsdale Meadows - Request for Approval of Revised Building Materials

We sincerely appreciate the Village's support and approval of the Hinsdale Meadows, and are working diligently to open the community for sales as quickly as possible, as the onset of the "spring selling season" is upon us.

Subsequent to the Board's approval of the Detailed Plans, we received additional feedback and several requests from potential customers and prominent local real estate brokers to change the building façade to use Hardie siding in lieu of stucco. This application requests Village approval of that substitution of building materials, and includes the updated elevation rendering.

As outlined in our application, from our experience and knowledge of residential construction, Hardie siding has become a very popular choice for exterior building material, based on its attractive appearance and its long life as a cementitious material. With minimal repairs, the material can last throughout the life of the home. For an age-targeted, low-maintenance community such as Hinsdale Meadows, the use of this type of long-lasting material is consistent with the underlying premise for the community.

We also believe that the revised elevation styles planned for the community and included in this package will provide for a very attractive and desirable addition to the Village. In addition to the revised materials for the current Shingle and Cottage elevation styles, this application includes the addition of a third elevation style (the "Nantucket" elevation) for the single family Torrington model. Additionally, while we currently don't foresee the need to request additional elevation styles for the detached single family homes, we would like to have the ability to do so in the future, in response to potential additional customer feedback.

The following items are included in this package:

Section 1: Applications and Certificates for a "Major Change" for a Planned Development

Section 2: Final Site Plan

Section 3: Single Family Front Building Elevation Renderings for Marketing Purposes

Section 4: Single Family and Duplex Elevation Renderings

Section 5: Final Floor Plans

Section 6: Revised Building Material Listing

Section 7: Catalog Cuts and Colors for Hardie Shingle siding

Thank you again for your thoughtful consideration of our plans for Hinsdale Meadows, and we look forward to the formal commencement of sales and construction activities.

Sincerely yours,

Jerry James

CC: Edward R. James

Michael Balas



MAJOR ADJUSTMENT TO PLANNED DEVELOPMENT COMMUNITY DEVELOPMENT DEPARTMENT

*Must be accompanied by completed Plan Commission Application

Address of proposed request: Southeast corner of 55th and County Line Road

Proposed Planned Development request: Building elevation façade revisions

Amendment to Adopting Ordinance Number: 02017-52

REVIEW CRITERIA:

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

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

The proposed major adjustment will be in substantial conformity with the Final Plan, since it only involves a revision to the façade for the building elevations. The main facade revision is the replacement of the use of stucco with Hardie siding. Hardie siding has become a popular choice for exterior building material, based on its attractive appearance and its long life as a cementitious material. The James Hardie company manufactures this siding, and offers a 10-year manufacturer's warranty on the material. With minimal repairs the material can last throughout the life of the home. For an age-targeted, low-maintenance community such as Hinsdale Meadows, the use of this type of long-lasting material is consistent with the underlying premise for the community.

2. Explain the reason for the proposed major adjustment.

In our own experience with the use of Hardie siding, along with feedback from potential customers and prominent local real estate brokers, we believe this will be an attractive feature for the homes, our customers, and the Village as a whole. The attractive look of the material, and its long-lasting lifespan will enhance the initial and on-going appearance of the community, and will augment the low-maintenance lifestyle for its age-targeted residents.

If necessary through the course of the development, in response to customer feedback we may request approval to develop additional elevation styles for the detached single family homes as the community progresses, which would utilize the same Hardie siding material.



VILLAGE OF HINSDALE COMMUNITY DEVELOPMENT DEPARTMENT

PLAN COMMISSION APPLICATION

I. GENERAL INFORMATION

Applicant	Owner
_{Name:} Hinsdale Meadows, LLC	Name: Hinsdale Meadows, LLC
Address: 2550 Waukegan Road	Address: 2550 Waukegan Road
City/Zip: Glenview, IL 60025	City/Zip: Glenview, IL 60025
Phone/Fax: (847) 724 8200 /847 724 8185	Phone/Fax: (847) 724 8200 /847 724 8185
E-Mail: mgb@erjames.com	E-Mail: jsj@erjames.com
B-Main,	L-Iviaii.
Others, if any, involved in the project (i.e. A	architect, Attorney, Engineer)
L BSB Design	
Name: BSB Design	Name:
Title: Architect	Title:
Address: 3436 North Kennicott Suite 100	Address:
City/Zip: Arlington Heights, IL 60004	City/Zip:
.Phone/Fax: (847) 705 /2200	Phone/Fax: ()/
E-Mail: JMulcrone@BSBDesign.com	E-Mail:
	e, address and Village position of any officer or employee the Applicant or the property that is the subject of this
2)	
3)	

II. SITE INFORMATION

Address of subject property: S. E. Corner of County Road and 55th Street.					
Property identification number (P.I.N. or tax number): No change					
Brief description of proposed project: Our application is for a change to the previously approved planned development for					
Hinsdale Meadows building materials, primarily to use Hardie siding in lieu of stucco.					
General description or characteristics of the site: The site has been approved for an age-targeted planned development					
for 64 homes,					
Existing zoning and land use: R-2 Planned Development					
Surrounding zoning and existing land uses:					
North: 55th Street and R-1 Residential north of 55th. South: Hospital Campus (R-2) & KLM Park (OS) & R-5					
East: Residential - single family homes, not in Hinsdale West: County Line Road & R-3 Residential west of County Line					
Proposed zoning and land use: R-2 Planned Development					
Please mark the approval(s) you are seeking and attach all applicable applications and standards for each approval requested:					
☐ Site Plan Approval 11-604 ☐ Map and Text Amendments 11-601E					
Amendment Requested: ☐ Design Review Permit 11-605E					
■ Exterior Appearance 11-606E					
☐ Planned Development 11-603E ☐ Special Use Permit 11-602E					
Special Use Requested: Development in the B-2 Central Business District Questionnaire					

TABLE OF COMPLIANCE - Hinsdale Meadows

Address of subject property: SE Corner of County Line Road and 55th Street

Note: The proposed Major Adjustment to a Planned Development does not affect the previous Table of Compliance, so all responses below are shown as "N/A"

You may write "N/A" If the	Minimum Code	Proposed - Single Family	Proposed - Duplex Homes
application does NOT affect the building/subject property.	requirements	Homes	
Minimum Lot Area (s.f)	N/A	N/A	N/A
Minimum Lot Depth	N/A	N/A	N/A
Minlmum Lot Width	N/A	N/A	N/A
Bullding Height	N/A	N/A	N/A
Building Elevation	N/A	N/A	N/A
Number of Stories	N/A	N/A	N/A
Front Yard Setback	N/A	N/A	N/A
Corner Side Yard Setback	N/A	N/A	N/A
interior Side Yard Setback	N/A	N/A	N/A
Combination Side Yard Setback	N/A	N/A	N/A
Rear Yard Setback	N/A	N/A	N/A
Maximum Floor Area Ratio (FAR)	N/A	N/A	N/A
Maximum Building Coverage	N/A	N/A	N/A
Maximum Total Lot Coverage	N/A	N/A	N/A
Parking Requirements	N/A	N/A	N/A
Parking front yard setback	N/A	N/A	N/A
Parking corner side yard setback	N/A	N/A	N/A
Parking interior side yard setback	N/A	N/A	N/A
Parking rear yard setback	N/A	N/A	N/A
oading requirements	N/A	N/A	N/A
Accessory Structure Information	N/A	N/A	N/A

CERTIFICATION

The Applicant certifies and acknowledges and agrees that:

- A. The statements contained in this application are true and correct to the best of the Applicant's knowledge and belief. The owner of the subject property, if different from the applicant, states that he or she consents to the filing of this application and that all information contained in this application is true and correct to the best of his or her knowledge.
- B. The applicant understands that an incomplete or nonconforming application will not be considered. In addition, the applicant understands that the Village may require additional information prior to the consideration of this application which may include, but is not limited to, the following items:
 - 1. Minimum yard and setback dimensions and, where relevant, relation of yard and setback dimensions to the height, width, and depth of any structure.
 - 2. A vehicular and pedestrian circulation plan showing the location, dimensions, gradient, and number of all vehicular and pedestrian circulation elements including rights-of-way and streets; driveway entrances, curbs, and curb cuts; parking spaces, loading spaces, and circulation aisles; sidewalks, walkways, and pathways; and total lot coverage of all circulation elements divided as between vehicular and pedestrian ways.
 - 3. All existing and proposed surface and subsurface drainage and retention and detention facilities and all existing and proposed water, sewer, gas, electric, telephone, and cable communications lines and easements and all other utility facilities.
 - 4. Location, size, and arrangement of all outdoor signs and lighting.
 - 5. Location and height of fences or screen plantings and the type or kink of building materials or plantings used for fencing or screening.
 - A detailed landscaping plan, showing location, size, and species of all trees, shrubs, and other plant material.
 - 7. A traffic study if required by the Village Manager or the Board or Commission hearing the application.
- C. The Applicants shall make the property that is the subject of this application available for inspection by the Village at reasonable times:
- D. If any information provided in this application changes or becomes incomplete or inapplicable for any reason following submission of this application, the Applicants shall submit a supplemental application or other acceptable written statement containing the new or corrected information as soon as practicable but not less than ten days following the change, and that failure to do so shall be grounds for denial of the application; and
- E. The Applicant understands that he/she is responsible for all application fees and any other fees, which the Village assesses under the provisions of Subsection 11-301D of the Village of Hinsdale Zoning Code as amended April 25, 1989.
- F. THE OWNER OF THE SUBJECT PROPERTY AND, IF DIFFERENT, THE APPLICANT ARE JOINTLY AND SEVERALLY LIABLE FOR THE PAYMENT OF THE APPLICABLE APPLICATION FEE. BY SIGNING THE APPLICATION, THE OWNER HAS AGREED TO PAY SAID FEE, AND TO CONSENT TO THE FILING AND FORECLOSURE OF A LIEN AGAINST SUBJECT PROPERTY FOR THE FEE PLUS COSTS OF COLLECTION, IF THE ACCOUNT IS NOT SETTLED WITHIN THIRTY (30) DAYS AFTER THE MAILING OF A DEMAND FOR PAYMENT

PAYMENT.	
On the 15th day of January 2018, IWe have read the above certification	on, understand it, and
agree to abide by its conditions	
Signature of application authorized agent Signature of applicant or authorized agent	- ,
Name of applicant or authorized agent Name of applicant or authorized agent	-
SUBSCRIBED AND SWORN to before me this 15th day of	
January 2018. Sery Poblic	
Official Seal 2017 Version Sheryl Zentner Notary Public State of Illinois	

My Commission Expires 11/10/2019

Page 7 of 8

VILLAGE OF HINSDALE

COMMUNITY DEVELOPMENT DEPARTMENT

19 East Chicago Avenue Hinsdale, Illinois 60521-3489 630.789.7030

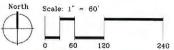
Application for Certificate of Zoning Compliance

You must complete all portions of this application. If you think certain information is not applicable, then write "N/A." If you need additional space, then attach separate sheets to this form.

Applicant's name:	Hinsdale Meadows, LLC			
Owner's name (if different):	same			
Property address:	SEC 55th and County Line Road			
Property legal description:	n: [attach to this form]			
Present zoning classification	n: R-2, Single Family Residential			
Square footage of property:	24.4 acres			
Lot area per dwelling:	Varies			
Lot dimensions:	<u>var</u> x <u>var</u>			
Current use of property:	Approved for Planned Development			
Proposed use:	Single-family detached dwelling ✓ Other: Planned Development			
Approval sought:	 ☐ Building Permit ☐ Special Use Permit ☐ Planned Development ☐ Site Plan ☐ Exterior Appearance ☐ Design Review ☐ Other: PD Adjustment - Revised Exterior Materials 			
Brief description of request and proposal:				
Request for PD Adjustment for the	use of Hardie siding in lieu of stucco			
Plans & Specifications: [submit with this form]				
Pr	ovided: Required by Code:			
Yards:				
front: interior side(s)	/			

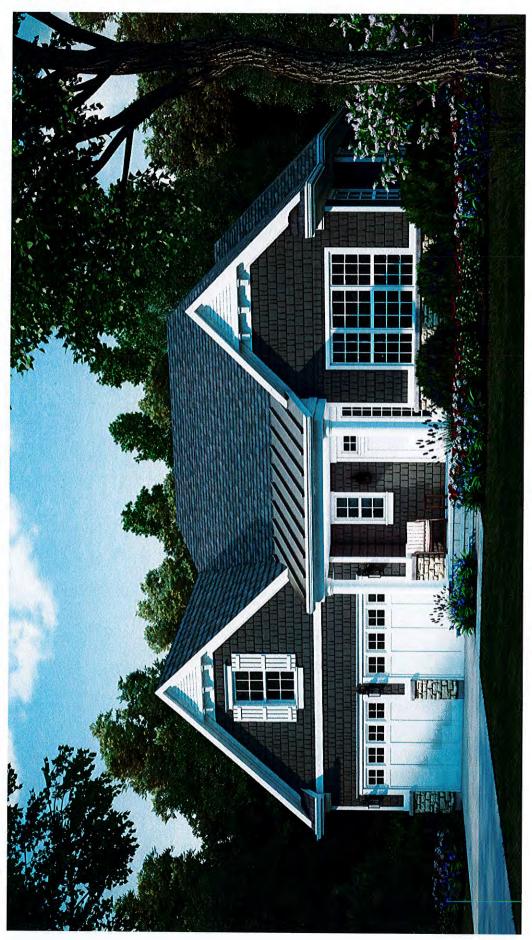
Provided:	Required by Code:				
corner side rear		No change No change			
Setbacks (businesses ar front: interior side(s) corner side rear others: Ogden Ave. Center: York Rd. Center: Forest Preserve:	nd offices):	N/A N/A N/A N/A N/A N/A N/A N/A			
Building heights:					
principal building(s): accessory building(s)		No change N/A			
Maximum Elevations:					
principal building(s): accessory building(s)		No change N/A			
Dwelling unit size(s):		No change			
Total building coverage:		No change			
Total lot coverage:		No change			
Floor area ratio:		No change			
Accessory building(s):	N/A				
Spacing between building	gs:[depict on attached	plans]			
principal building(s): accessory building(s):	No change N/A				
Number of off-street parking spaces required: N/A Number of loading spaces required: N/A					
Statement of applicant:					
understand that any omiss	ion of applicable or rei	this form is true and complete. I levant information from this form could te_of_Zoning_Compliance			
By: Applicant's signator	ype !				
	i de la constantina della cons				
<u>Jerry S. James</u> Applicant's printed	name				
Dated: 1/30	20 18				





Sheet L-0
Hinsdale Meadows
Illustrative Site Plan

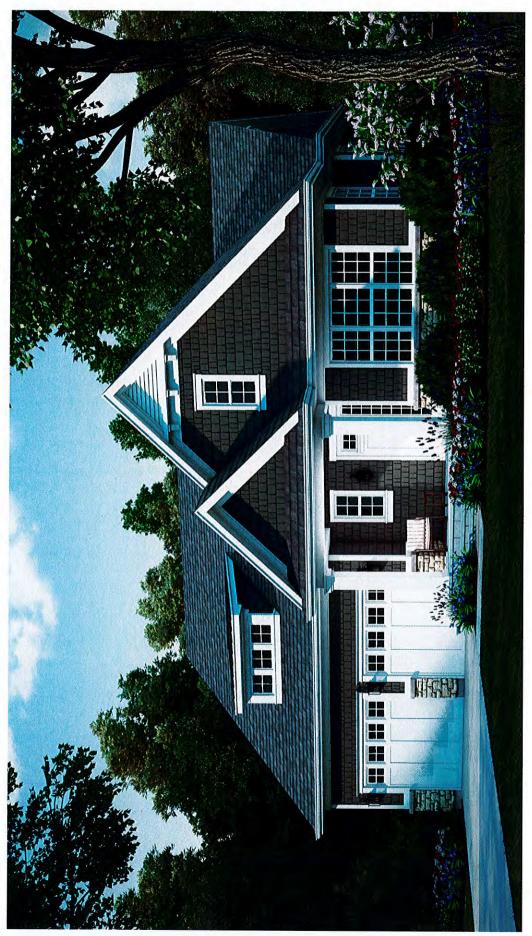




HAMPTON RANCH COTTAGE

EDWARD R. JAMES HOMES
EXCEPTIONAL HOMES... EXCEPTIONAL PLACES





HAMPTON RANCH SHINGLE

EDWARD R. JAMES HOMES
EXCEPTIONAL HOMES... EXCEPTIONAL PLACES





New Haven Cottage

EDWARD R. JAMES HOMES EXCEPTIONAL PLACES

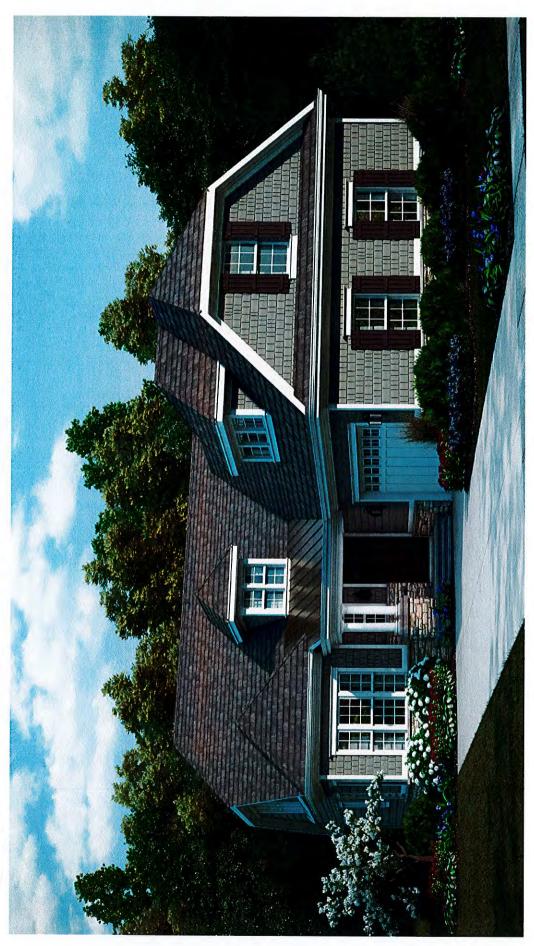




NEW HAVEN SHINGLE

EDWARD R. JAMES HOMES
EXCEPTIONAL HOMES... EXCEPTIONAL PLACES

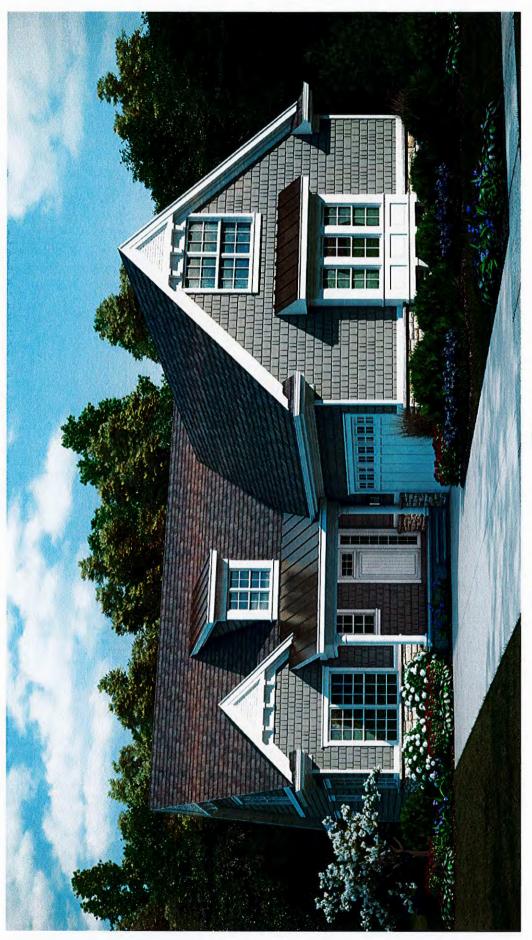




RIDGEFIELD COTTAGE

EDWARD R. JAMES HOMES
EXCEPTIONAL HOMES... EXCEPTIONAL PLACES





RIDGEFIELD SHINGLE



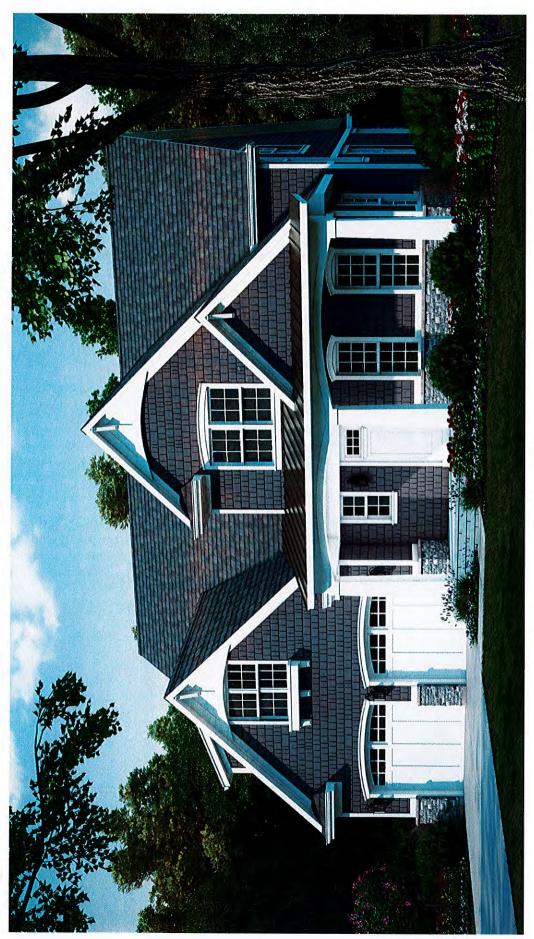




TORRINGTON COTTAGE



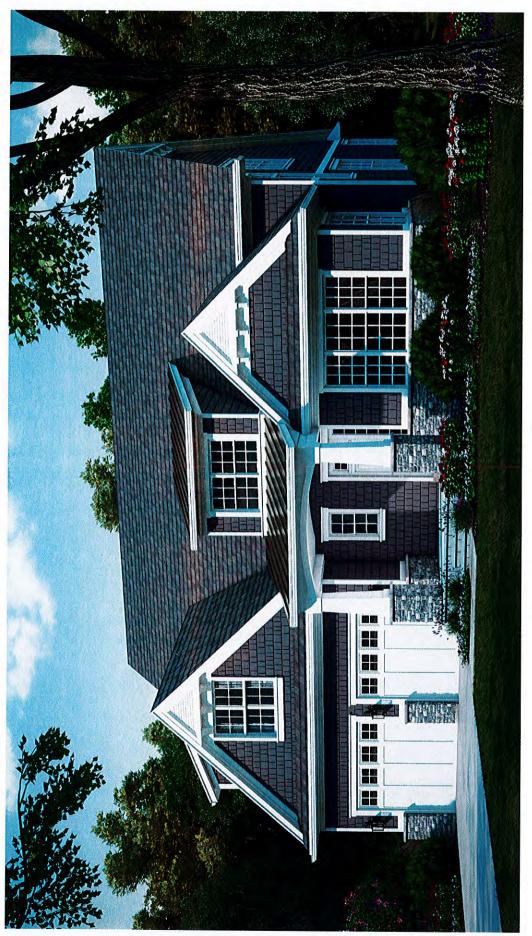




TORRINGTON NANTUCKET







TORRINGTON SHINGLE







WOODBRIDGE COTTAGE

EDWARD R. JAMES HOMES
EXCEPTIONAL HOMES... EXCEPTIONAL PLACES





WOODBRIDGE SHINGLE







Rear Elevation



Left Elevation



Right Elevation



Front Elevation

EDWARD R.JAMES
HOMES

Hampton - Cottage: Character Elevations





Rear Elevation



Left Elevation

EDWARD R.JAMES
HOMES





Right Elevation



Front Elevation





Rear Elevation



Left Elevation



The drawings presented are illustrative of character and design intent only, and are subject to change based upon final design considerations (i.e. applicable codes, structural, and MEP design requirements, unit plan / floor plan changes, etc.) © 2017 BSB Design, Inc.



Right Elevation



Front Elevation





Rear Elevation







Right Elevation



Front Elevation

New Haven - Shingle: Character Elevations

Hinsdale Meadows





Rear Elevation



Left Elevation





Front Elevation

EDWARD RJAMES HOMES——

Ridgefield - Cottage: Character Elevations

Hinsdale Meadows





Rear Elevation



Left Elevation



The drawings presented are illustrative of character and design intent only, and are subject to change based upon final design considerations (i.e. applicable codes, structural, and MEP design requirements, unit plan / floor plan changes, etc.) © 2017 BSB Design, Inc.



Right Elevation



Front Elevation



Ridgefield - Shingle: Character Elevations



Rear Elevation



Left Elevation

EDWARD R.JAMES





Right Elevation



Front Elevation





Rear Elevation



Left Elevation



Right Elevation



Front Elevation

Torrington - Nantucket: Character Elevations

Hinsdale Meadows Hinsdale, IL



EDWARD R.JAMES



Rear Elevation



Left Elevation



Right Elevation



Front Elevation

EDWARD R.JAMES

Torrington - Shingle: Character Elevations

Hinsdale Meadows





Rear Elevation



The drawings presented are illustrative of character and design intent only, and are subject to change based upon final design considerations (i.e. applicable codes, structural, and MEP design requirements, unit plan / floor plan changes, etc.) © 2017 BSB Design, Inc.

Left Elevation



Right Elevation



Front Elevation



Woodbridge - Cottage: Character Elevations



Rear Elevation



The drawings presented are illustrative of character and design intent only, and are subject to change based upon final design considerations (i.e. applicable codes, structural, and MEP design requirements, unit plan / floor plan changes, etc.) © 2017 BSB Design, Inc.





Right Elevation



Front Elevation





Rear Elevation



Left Elevation





Front Elevation

EDWARD R.JAMES
HOMES

Villas - Shingle: AB Character Elevations





Rear Elevation





Left Elevation



Front Elevation

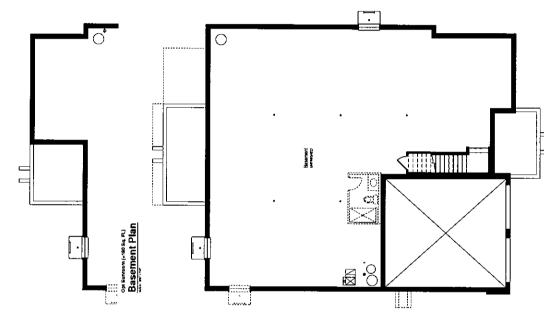
EDWARD R.JAMES

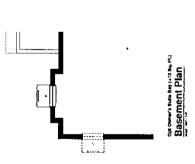
Villas - Shingle: AB - Alternate Character Elevations

Hinsdale Meadows

Hinsdale, IL



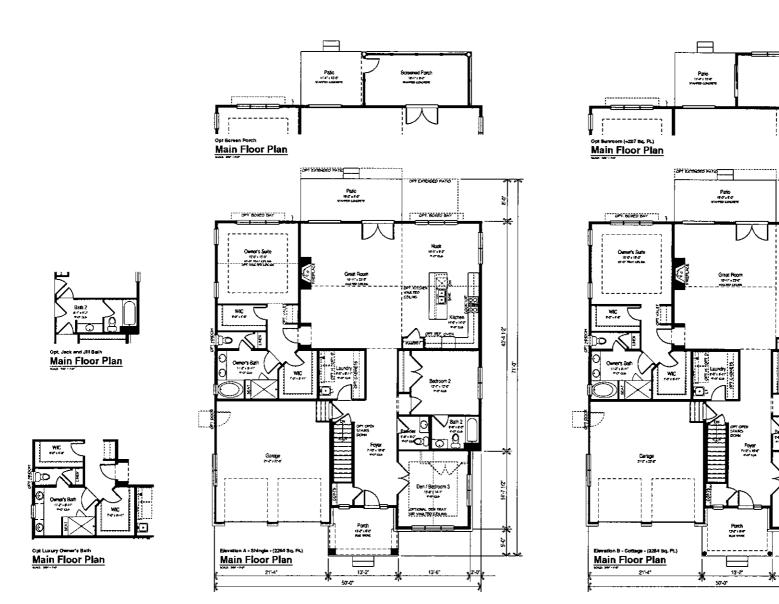




Hampton: Floor Plan - Basement Options

Elevations A & B (2152 8q. Ft.)
Basement Plan

HINSDALE MEADOWS



EDWARD R. JAMES HOMES

Hampton: Floor Plan - Main Floor Options

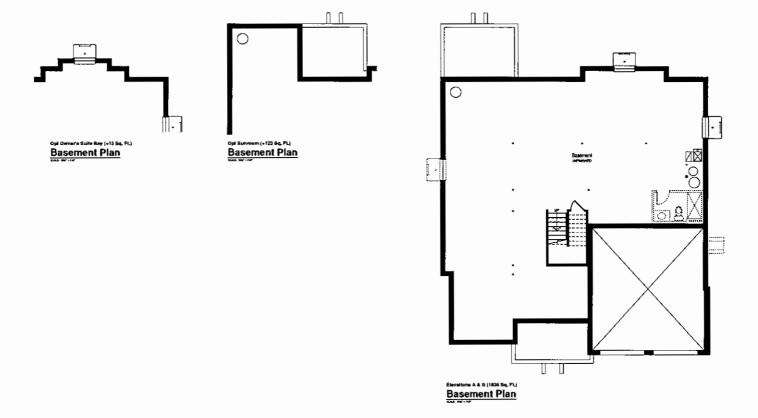
HINSDALE MEADOWS

Hinsdale, IL

Sunroom see i var

OPT, BOXED BAY

Nook IFG - F-F T-G CA+

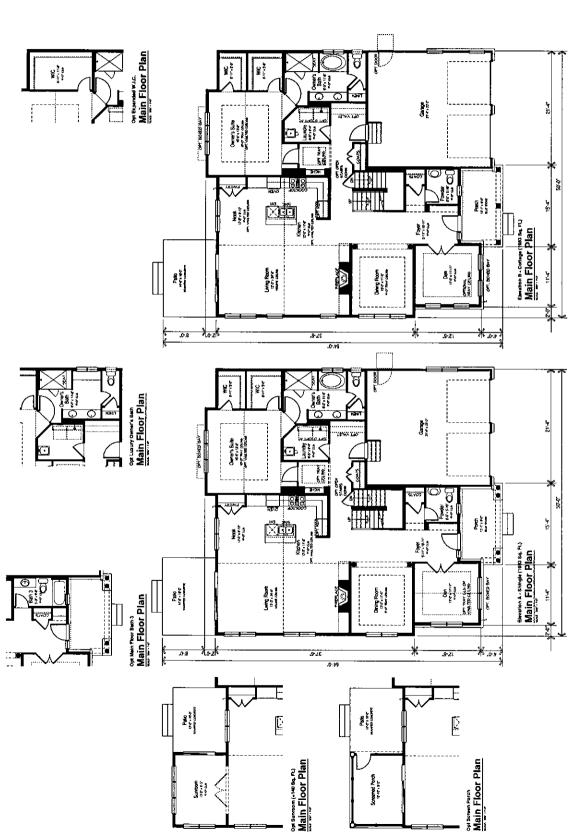


New Haven: Floor Plans - Basement Options

HINSDALE MEADOWS







New Haven: Floor Plans - Main Floor Options

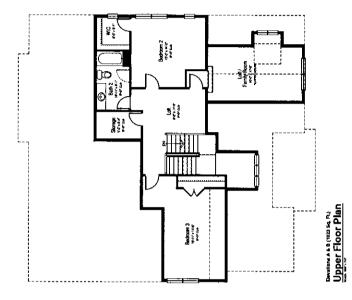
HINSDALE MEADOWS Hinsdale, IL

nice unit, and are writted to commy possess on a finish ensure comment of a spoke of the comment The change presenter am this lates of sharedar and shape

EDWARD R. JAMES HOMES

February 02, 2018 | SF160015.00





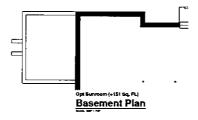
Sedroom 3

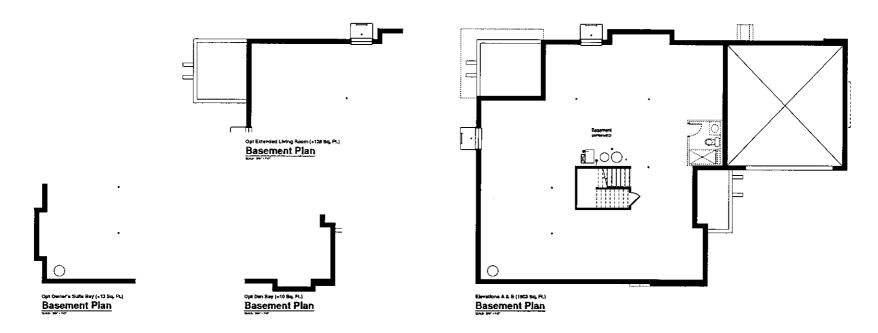
New Haven: Floor Plans - Upper Floor Options

Opt Upper Ploor Plan

HINSDALE MEADOWS
Hinsdale, IL

February 02, 2018 | SF160015.00

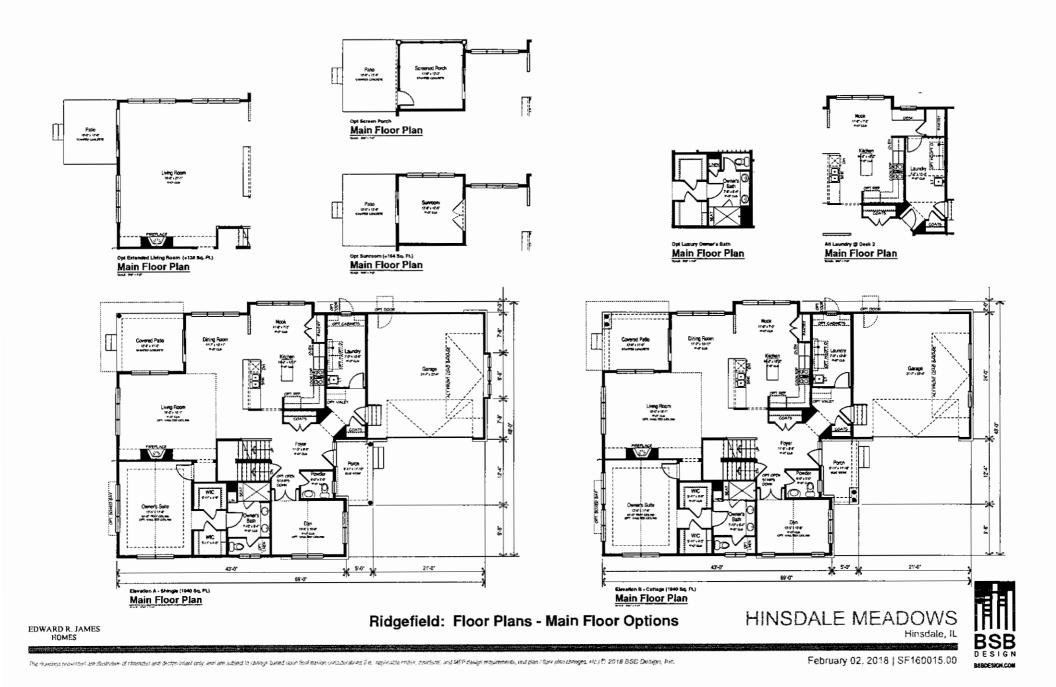




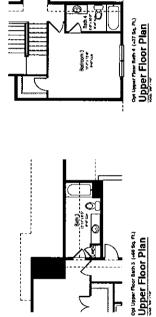
Ridgefield: Floor Plans - Basement Options

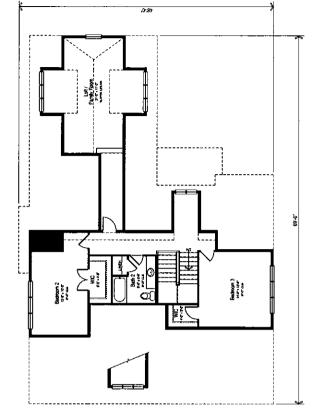
HINSDALE MEADOWS

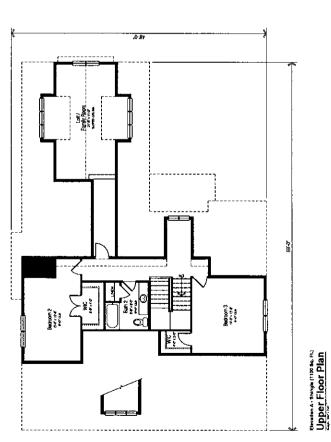
BSB DESIGN









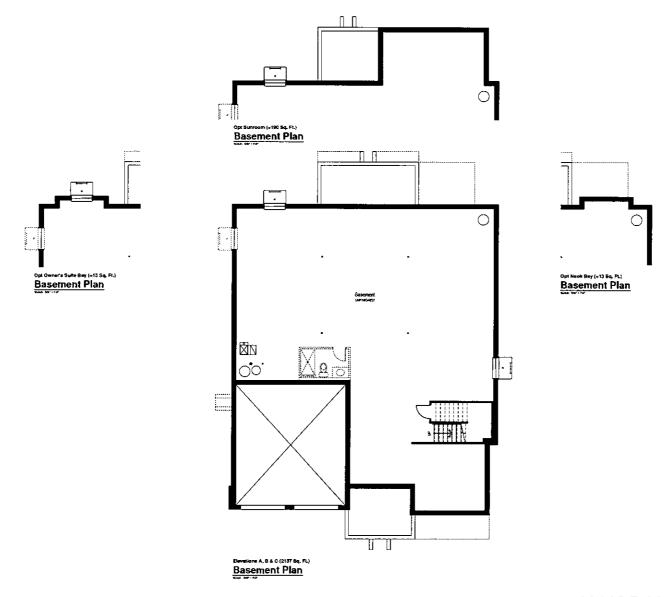


Ridgefield: Floor Plans - Upper Floor Options Upper Floor Plan

HINSDALE MEADOWS

Hinsdale, IL

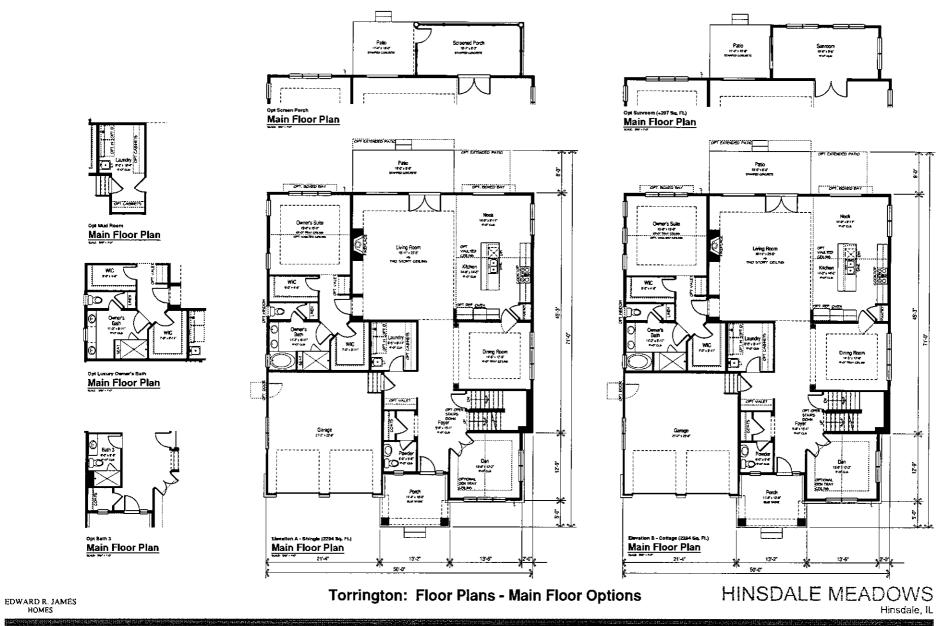
EDWARD R. JAMES HOMES



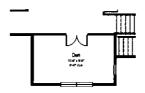
Torrington: Floor Plans - Basement Options

HINSDALE MEADOWS

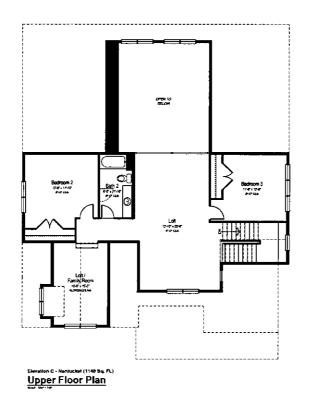




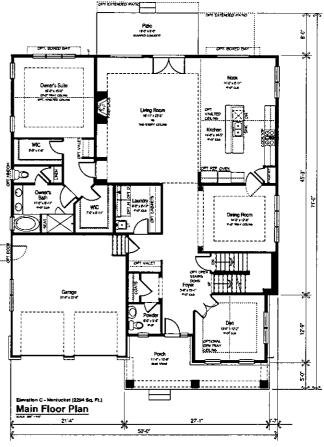
BSB



Upper Floor Plan



The discource prosented and Missionlaw of character and decids insuring stage, and are subject to design bound specifical existing accommendations (i.e., responsible cross, structural, and MET design requirements, and place (laser plane charages, stage) 2.2018 658 Design, Inc.

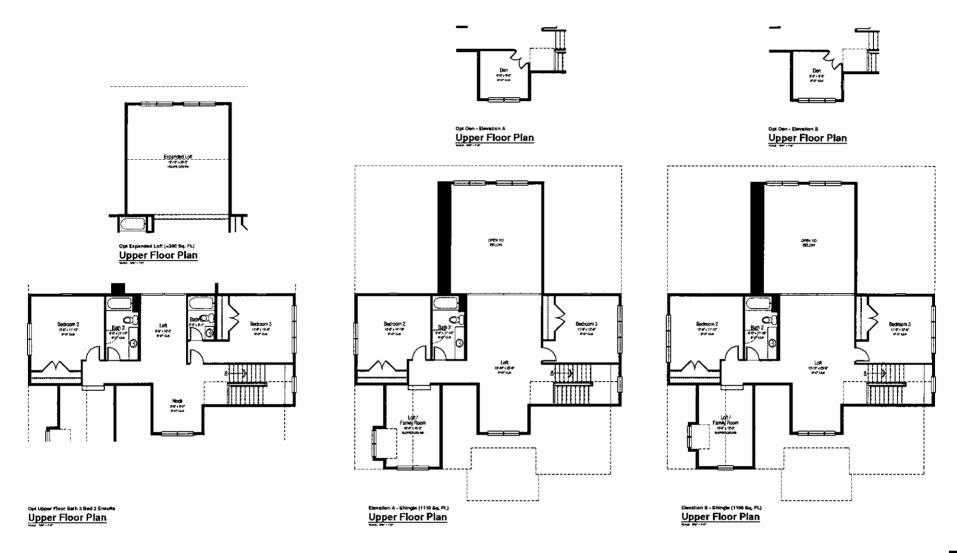


Torrington: Floor Plans - Main Floor Options

HINSDALE MEADOWS

Hinsdale, IL

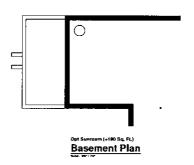
EDWARD R. JAMES HOMES

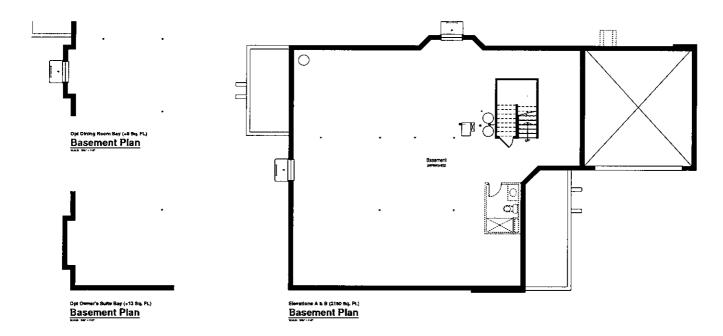


Torrington: Floor Plans - Upper Floor Options

HINSDALE MEADOWS

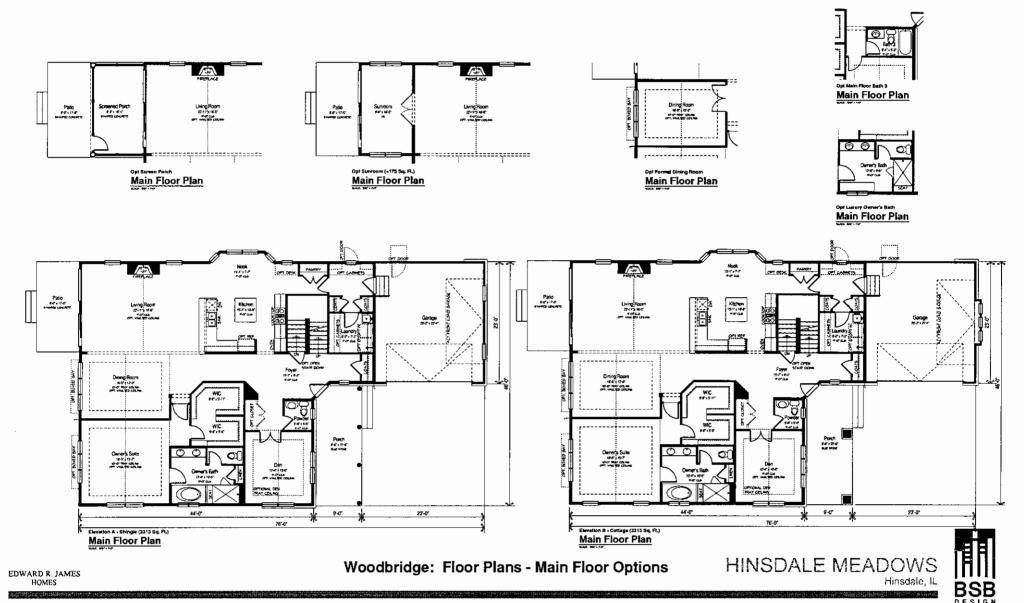


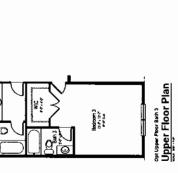


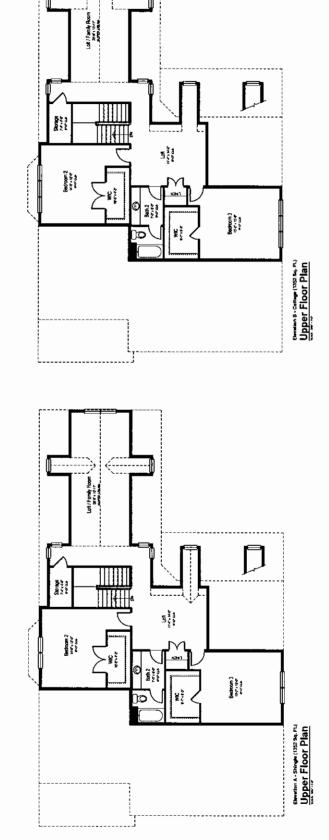


Woodbridge: Floor Plans - Basement Options

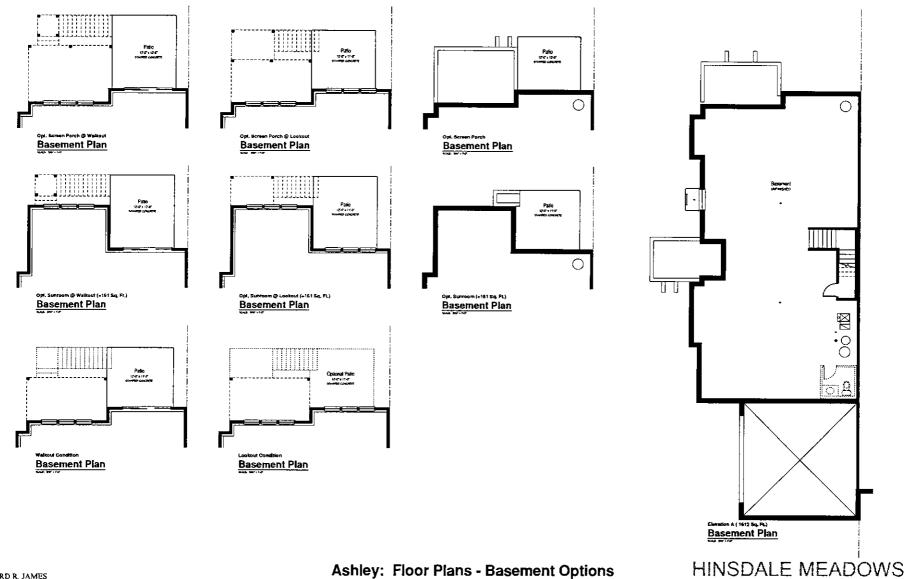
HINSDALE MEADOWS Hinsdale, IL



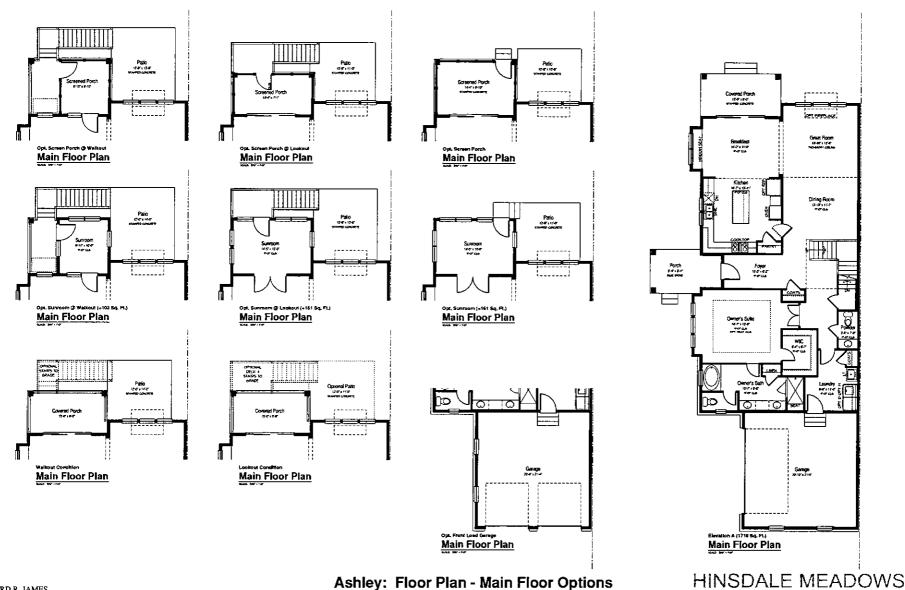




Woodbridge: Floor Plans - Upper Floor Options



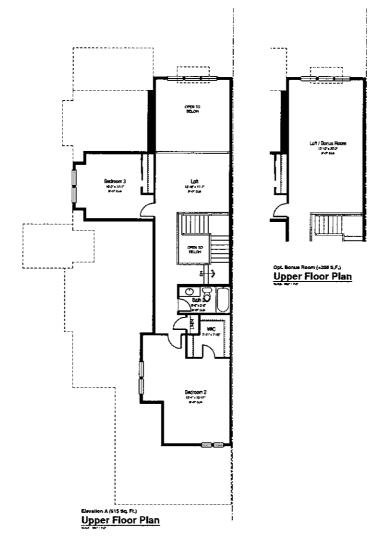
Hinsdale, IL



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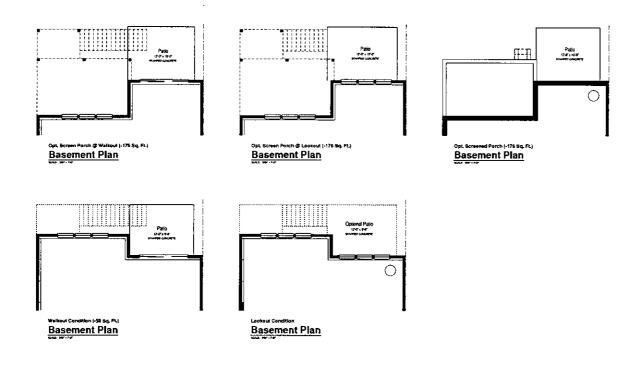
EDWARD R. JAMES HOMES

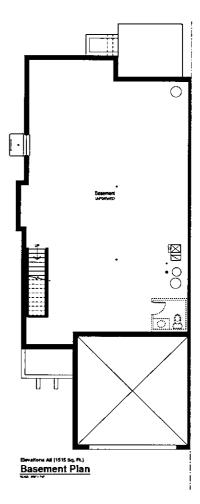
Hinsdale, 1L



Ashley: Floor Plans - Upper Floor Options

HINSDALE MEADOWS

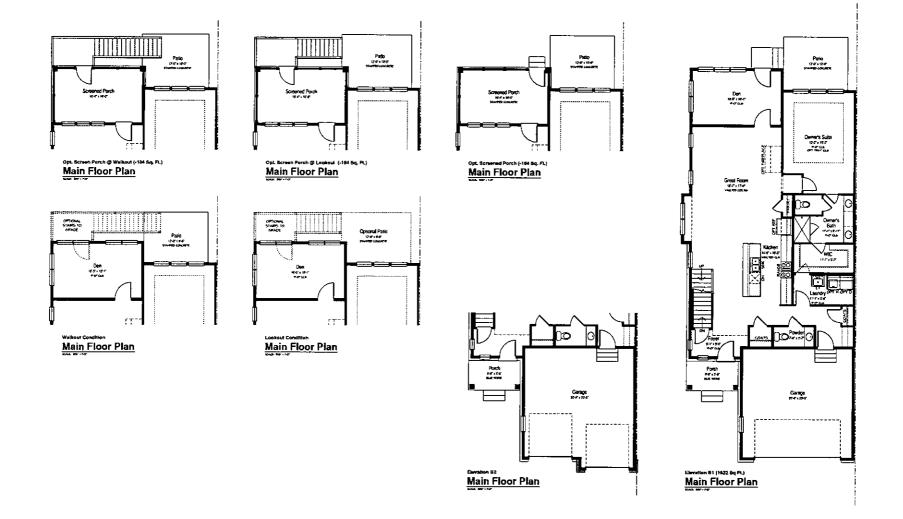




Becket: Floor Plans - Basement Options

HINSDALE MEADOWS

|||||| |BSB



Becket: Floor Plans - Main Floor Options

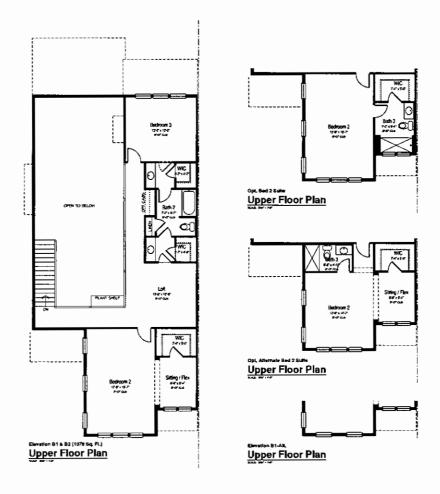
HINSDALE MEADOWS

Hinsdale, IL



EDWARD R. JAMES

HOMES



Becket: Floor Plans - Upper Floor Options

HINSDALE MEADOWS

EDWARD R. JAMES HOMES

Exterior Elevation Materials		Hinsdale Meadows		
Date:	1/30/2018			
Home Type:	ALL			
Elevation:	ALL	-		
The state of the s		MATERIALS SPECIFIC TO ELEVATION	ON STYLES	
Plan	Elevation Style	Siding	Masonry	
			SF - Stone or Brick Duplex	
ALL	ALL	Hardie Shingle	Villas - Brick	
		MATERIALS INFORMATIO	NECES TO SERVICE TO SE	7 NE - 900
Element	Material	Manufacturer	Style	Color
Roof Shingles:	Asphalt	Certainteed Landmark or Equal	Architectural	Driftwood
Metal Roofing:	Aluminum	PAC Clad or Equal	Standing Seam	Dark Bronze
Gutters:	Aluminum	ACM or Equal	5" K-Style	White
Downspouts:	Aluminum	ACM or Equal	3x4	White
Soffit:	Hardie Board	Hardie	Per plan	White
Fascia:	Hardie Board	Hardie	Per plan	White
Rake:	Hardie Board	Hardie	Per plan	White
Trim:				
Vertical	Hardie Board	5/4"	Per plan	Arctic White
Horizontal	Hardie Board	5/4"	Per plan	Arctic White
Windows	Hardie Board	5/4"	Per plan	Arctic White
Doors	Std Brickmold	Pine Brickmold	Per plan	Arctic White
Columns:	Hardie 1x	Carpenter built	Painted per plan	Arctic White
Siding:				
	Cementatious Fiber			Aged Pewter, Night Gray, Gray Slate,
Hardie Shingle	Siding	Hardie	Hardie Shingle Straight Edge	Timber Bark
Masonry:				
Brick Veneer	Standard Brick	Var.	Standard Brick	Sioux City - Aztec White
				Chateau Bay Tumbled, Fondu Lac
Stone Sills	Cast Stone		Cast Stone	Kensington, Rockport Blend
Heads	Var.	Var.	Var.	
Shutters:	Vinyl	Mid-America or Equal	Per plan	Tuxedo Gray
Railings:	Aluminum	TBD	Prefinished	Dark Bronze
Decking:	Floating	Treated Lumber over EPDM	5/4 x 6	Treated
Brackets:	Fypon	Fypon	Per plan	White
Windows:	Maintenance Free	TBD	Single Hung	White
Doors:				
Sliding Glass	Vinyl	TBD	Insulated per Code	White
Garage	B-Label Steel Door	TBD	Insulated Pan per plan	White
Front Entry	Fiberglass	Therma Tru	2 Panel	TBD

HardieWrap®

HardiePlank® Lap Siding

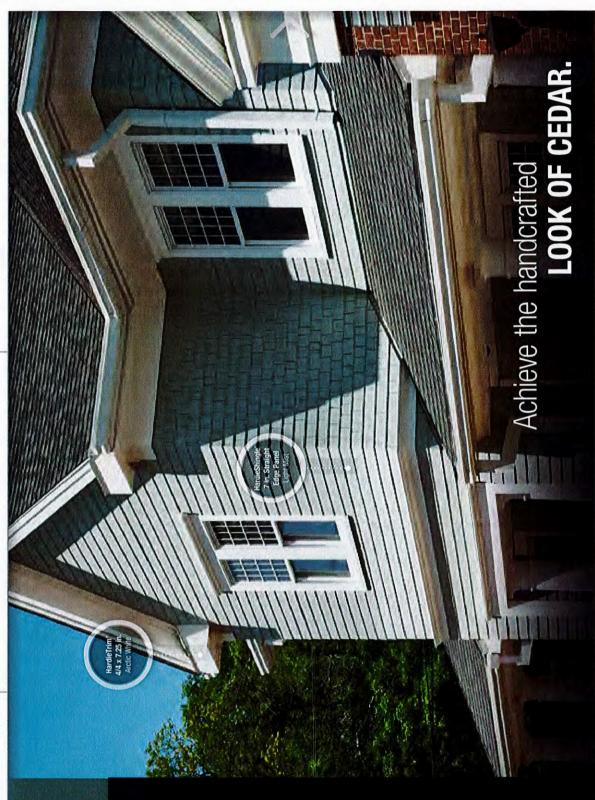
HardiePanel® Vertical Siding

HardieShingle[®] Siding

HardieShingle®

Restore the look of a grand Cape Cod or add distinction to a handsome bungalow. HardieShingle® siding embodies the enchanting look of cedar shingles with lower maintenance.

Better than the real thing, HardieShingle siding resists rotting, curling, warping and splitting.



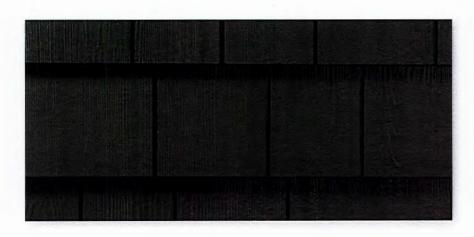




HardiePlank® Lap Siding

HardiePanel® Vertical Siding

HardieShingle® Siding



STRAIGHT EDGE PANEL

Iron Gray

Thickness

1/4 in.

Length

48 in.

Height

15.25 in.

Exposure

7 in.

Pcs./Pallet

86

Sq./Pallet

2

Pcs./Sq.

43.0

Available Colors



View all HardieShingle Siding Products





Trim and Soffit Colors

Color Selection



Colors may vary due to different monitor settings. Please see actual product sample for true color.



VILLAGE OF HINSDALE

ORDINANCE NO. 02017-52

AN ORDINANCE APPROVING A DETAILED PLAN FOR A PLANNED DEVELOPMENT, ASSOCIATED WAIVERS AND VARIATIONS, AND OTHER RELATED DOCUMENTS, AND APPROVING AND AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT – HINSDALE MEADOWS (SOUTHEAST CORNER OR 55TH STREET AND COUNTY LINE ROAD) – HINSDALE MEADOWS, LLC

WHEREAS, the Village of Hinsdale (the "Village") is a duly constituted and existing municipality within the meaning of Section 1 of Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, Hinsdale Meadows Venture, LLC was previously, in Ordinance No. O2017-08, passed and approved on March 7, 2017, given Planned Development Concept Plan approval, as well as a related Special Use permit, for a proposed Planned Development (the "Planned Development") on a 24.5 acre site at the southeast corner of 55th Street and County Line Road, Hinsdale, Illinois (the "Property"), located in the R-2 Single-Family Residential Zoning District, and as legally described in **Exhibit A** attached hereto and made a part hereof; and

WHEREAS, Hinsdale Meadows, LLC (the "Developer"), proposed successor in interest to Hinsdale Meadows Venture, current owner of the Property, now seeks Detailed Plan approval for the Planned Development, and approval of associated waivers and variations and other related documents for the Planned Development (the "Application"); and

WHEREAS, the Application has been referred to the Plan Commission of the Village and has been processed in accordance with the Zoning Code, as amended; and

WHEREAS, following the conclusion of the Public Hearing properly published in The Hinsdalean that was opened on August 9, 2017, and concluded on September 13, 2017 (together the "Public Hearing"), the Plan Commission made a motion to recommend approval of the Planned Development Detailed Plan, as well as the various waivers and variations associated with the Detailed Plan for the Planned Development, all as set forth in the Plan Commission's Findings and Recommendation for Plan Commission Case No. A-25-2017 ("Findings and Recommendation"), a copy of which is attached hereto as Exhibit B and made a part hereof. The motion was approved by a vote of six (6) in favor and zero (0) opposed, with three (3) members being absent; and

WHEREAS, the President and Board of Trustees of the Village have duly considered the Findings and Recommendation of the Plan Commission, and all of the materials, facts and circumstances affecting the Application, and find that the

Application satisfies the standards set forth in Section 11-603 of the Zoning Code relating to Detailed Plan approval and approval of waivers and variations for the Planned Development. The Detailed Plan for the 64-unit site, Table of Compliance detailing the waivers and variations ("Waivers and Variations") approved as part of the Detailed Plan, and related documents submitted by the Applicant to the Board of Trustees, are all incorporated by reference as **Group Exhibit C** to this Ordinance, and are made a part hereof.

WHEREAS, attached hereto as <u>Exhibit D</u> and made part hereof is a Development Agreement between the Developer and the Village, which was contemplated as part of the Planned Development Detailed Plan Approval and which sets forth the terms and conditions pursuant to which the Developer will proceed with the construction of the Planned Development and related Public Improvements (the "Development Agreement"); and

WHEREAS, the President and Board of Trustees of the Village, after due and careful consideration, have determined that construction of the Planned Development in conformance with the Detailed Plan and on the terms and conditions set forth in the Development Agreement will be in the best interests of the Village and the health, safety, morals and welfare of its residents and taxpayers.

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

<u>Section 1</u>: <u>Incorporation</u>. Each whereas paragraph set forth above is incorporated by reference into this Section 1.

Section 2: Approval of Planned Development Detailed Plan, Associated Waivers and Variations, and Other Related Documents for the Hinsdale Meadows Planned Development. The President and Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and the Zoning Code, hereby adopts and approves the Findings of Fact of the Plan Commission attached hereto as Exhibit B, and approves the Detailed Plan and associated Waivers and Variations for the Planned Development proposed for the Subject Property located at the southeast corner of 55th Street and County Line Road, Hinsdale, Illinois, legally described in Exhibit A, in the R-2 Single-Family Zoning District. The approved Detailed Plan for twenty-one (21) new single-family homes, one (1) existing traditional single-family home that will remain on the Property, and forty-two (42) duplex homes, for a total of sixtyfour (64) units, and the public improvements that will serve the units, along with a Table of Compliance detailing the Waivers and Variations for development of the Subject Property, are incorporated by reference as Group Exhibit C, and made a part hereof. The Detailed Plan includes a proposed final one-page Site Plan, prepared by BSB Design, Inc. and dated most recently December 5, 2017; the proposed final engineering plans consisting of eighteen (18) pages, prepared by Spaceco, Inc. and dated most

384856_2 2

recently August 8, 2017; the proposed final landscape plans consisting of twelve (12) pages labeled Sheets LS2.0, LS2.1, LS 3.1 to LS 3.8, and LS 4.1 to LS 4.2, prepared by BSB Design, Inc. and dated most recently June 15, 2017; and the schematic building elevations and floor plans for the dwelling units, prepared by BSB Design, Inc. and dated most recently January 20, 2017 consisting of seventy-three (73) pages.

In addition, the Village has received and reviewed certain As-Built Plans for public improvements installed on the Property in past years, but never approved or accepted by the Village. Additional waiver or deviation requests relative to the Planned Development, including certain waivers or deviations identified by the Village and Developer through review of As-Built Plans for certain existing public improvements, and waivers and deviations identified and shown on the Final Engineering Plans pertaining to the specifications, sizes and construction standards of certain public improvements, are collectively set forth in an Exhibit to the Development Agreement attached hereto as **Exhibit D** and are also approved.

Section 3: Approval of Development Agreement. Based upon the foregoing, the document entitled "Development Agreement By and Between the Village of Hinsdale and Hinsdale Meadows, LLC," a copy of which is attached hereto as **Exhibit D**, is hereby approved in substantially the form attached, and the Village President and Clerk of the Village, or their designees, are authorized and directed to execute and deliver said Development Agreement and all other instruments and documents that are necessary to fulfill the Village's obligations under the Agreement and to effectuate the Planned Development in conformance with the approvals received, with any final changes to the Development Agreement prior to execution to be approved by the Village President and Village Manager.

Section 4: Conditions.

. .

A. The Developer Hinsdale Meadows, LLC is the proposed successor in interest to Hinsdale Meadows Venture, LLC, the current owner of the Property. The Village has been provided with requested information relative to the substitution of the Developer as the developing entity of the Property, and has been provided with proof of sufficient acquisition and construction financing for the development of the Planned Development. The approvals given to Hinsdale Meadows Venture as applicant in Ordinance No. O2017-08, are, upon approval of this Ordinance, now applicable solely to Developer. The Village acknowledges that, per the terms of the Development Agreement, should the Developer fail to acquire the Property from Hinsdale Meadows Venture within ninety (90) days of

384856_2 3

the Property from Hinsdale Meadows Venture within ninety (90) days of the Effective Date of the Development Agreement, or such later date as the parties agree to in writing, the approvals given to the Developer under this Ordinance shall be null and void and of no further force or effect. In such event, the President and Board of Trustees shall repeal this Ordinance, and Ordinance No. O2017-08.

B. The approvals given herein are subject to compliance by the Developer with the timing and other requirements of the Hinsdale Zoning Code relative to the subsequent submission and approval of Final Plans for the Planned Development.

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

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

PASSED this 11th day of December, 2017.

AYES: <u>Trustees Elder</u>	, Ripani, Stifflear, Hughes, Posthuma, Byrnes
NAYS: None	
ABSENT: None	
APPROVED by me this	day of <u>December</u> , 2017, and attested to by
the Village Clerk this same day.	Thomas K. Jauley, Jr., Village President
ATTEST:	
Christine M. Bruton, Village Clerk	

ACKNOWLEDGEMENT AND AGREEMENT BY THE DEVELOPER TO THE CONDITIONS OF THIS ORDINANCE:

By: MANACEC Date: 12/11, 2017

5

Exterior Elevation Materials		Hinsdale Meadows		
Date:	9/8/2017			
Home Type:	ALL			
Elevation:	ALL			200
		MATERIALS SPECIFIC TO ELEVATION	STYLES	
Plan	Elevation Style	Siding	Masonry	Stucco
ALL	ALL	Hard Finish Stucco	Standard Brick	Hard Finish Stucco
		MATERIALS INFORMATION		
Element	Material	Manufacturer	Style	Color
Roof Shingles:	Asphalt	Certainteed Landmark or Equal	Architectural	Driftwood
Metal Roofing:	Aluminum	PAC Clad or Equal	Standing Seam	Dark Bronze
Gutters:	Aluminum	ACM or Equal	5" K-Style	Sandstone
Downspouts:	Aluminum	ACM or Equal	3x4	Sandstone
Soffit:	Hardie Board	Hardie	Per plan	SW#7506 Loggia or similar
Fascia:	Hardie Board	Hardie	Per plan	SW#7S06 Loggia or similar
Rake:	Hardie Board	Hardie	Per plan	SW#7506 Loggia or similar
Trim;				
Vertical	Hardie Board	5/4"	Per plan	SW#7506 Loggia or similar
Horizontal	Hardie Board	5/4"	Per plan	SW#7506 Loggia or similar
Windows	Hardie Board	5/4"	Per plan	SW#7506 Loggia or similar
Doors	Std Brickmold	Pine Brickmold	Per plan	SW#7506 Loggia or similar
Columns:	Hardie 1x	Carpenter built	Painted per plan	SW#7506 Loggia or similar
Siding:				
Hard Finish Stucco	Stucco		Freestyle	Greyish White 104
Masonry:				
Brick Veneer	Standard Brick	Var.	Standard Brick	Heartland Wyandot
Stone Sills	Cast Stone		Cast Stone	Cast Stone
Heads	Var.	Var.	Var.	
Shutters:	Viny!	Mid-America or Equal	Per plan	Painted Gray
Railings:	Aluminum	TBD	Prefinished	Dark Bronze
Decking:	Floating	Treated Lumber over EPDM	5/4 x 6	Treated
Brackets:	Fypon	Fypon	Per plan	, SW#7506 Loggia or similar
Windows:	Vinyl	TBD	Single Hung	Sandstone
Doors:				
Sliding Glass	Vinyl	TBD	Insulated per Code	Sandstone
Garage	B-Label Steel Door	TBD	Insulated Pan per plan	Desert Tan
Front Entry	Fiberglass	Therma Tru	2 Panel	Painted Gray



New Haven: Character Elevations

Elevation Style - 1
Hinsdale Meadows

Hinsdale, IL

BSB

EDWARD R.JAMES

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01-20-2017





01-20-2017

New Haven: Character Elevations

Elevation Style - 2
Hinsdale Meadows
Hinsdale, IL









New Haven: Character Elevations

Elevation Style - 1
Hinsdale Meadows
Hinsdale, IL

01-20-2017

BSB DESIGN



























Elevation Style - 1

Elevation Style - 2

New Haven: Character Elevations

Optional Bonus Room **Hinsdale Meadows**

Hinsdale, IL



BSB





Lookout Condition

Walkout Condition

New Haven: Character Elevations

Lookout and Walkout Conditions Hinsdale Meadows

Hinsdale, IL



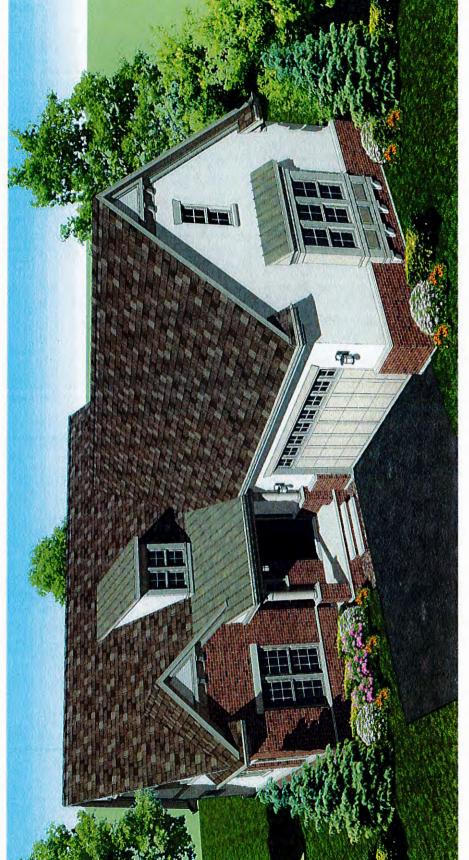
BSB







01-20-2017



Ridgefield: Character Elevations

Elevation Style - 1
Hinsdale Meadows
Hinsdale, IL



Ridgefield: Character Elevations

Hinsdale Meadows



BSB DESIGN

01-20-2017



Elevation Style - 1
Hinsdale Meadows
Hinsdale, IL







Ridgefield: Character Elevations









Ridgefield: Character Elevations

Hinsdale Meadows

rs , IL

BSB

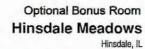




Elevation Style - 1

Elevation Style - 2

Ridgefield: Character Elevations





BSB

01-20-2017



Elevation Style 1 - Standard



Elevation Style 2- Standard



Elevation Style 1 - Bonus



Elevation Style 2- Bonus

Ridgefield: Character Elevations

Alt Front-Load Garage Hinsdale Meadows

Hinsdale, IL





Lookout Condition

Walkout Condition

Ridgefield: Character Elevations

Lookout and Walkout Conditions
Hinsdale Meadows

Hinsdale, IL

BSB

EDWARD RJAMES

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04-11-2017





01-20-2017

Elevation Style - 1
Hinsdale Meadows
Hinsdale, IL

Torrington: Character Elevations



Hinsdale Meadows

Hinsdale, IL



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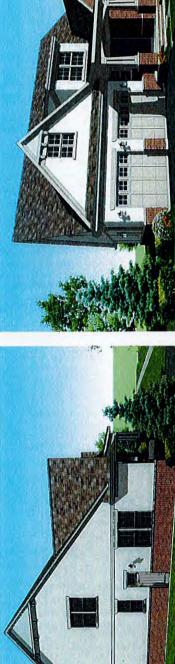
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Torrington: Character Elevations









Hinsdale Meadows
Hinsdale, IL

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Elevation Style - 1

Elevation Style - 2

Optional Bonus Room Hinsdale Meadows

Hinsdale, IL



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Lookout Condition

Walkout Condition

Lookout and Walkout Conditions
Hinsdale Meadows

adows
Hinsdale, IL



Rear Elevation



Left Elevation



Right Elevation



Front Elevation

Ranch: Character Elevations

Hinsdale Meadows

Hinsdale, IL







01-20-2017

Elevation Style - 1
Hinsdale Meadows
Hinsdale, IL

Woodbridge: Character Elevations



Elevation Style - 2
Hinsdale Meadows
Hinsdale, IL

01-20-2017







Elevation Style - 1
Hinsdale Meadows
Hinsdale, IL































Elevation Style - 1



Elevation Style - 2

Optional Bonus Room Hinsdale Meadows

Hinsdale, IL

BSB

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Elevation Style 1 - Standard



Elevation Style 2- Standard



Elevation Style 1 - Bonus



Elevation Style 2- Bonus

Alt Front-Load Garage Hinsdale Meadows

Hinsdale, IL







Lookout Condition

Walkout Condition

Lookout and Walkout Conditions Hinsdale Meadows

Hinsdale, IL





Lookout Condition



Walkout Condition



Lookout Condition with Optional Stair



Walkout Condition with Optional Stair

Typical Rear Porch Condition

Lookout and Walkout Conditions
Hinsdale Meadows

Hinsdale, IL





Standard Condition



Lookout Condition



Walkout Condition



Lookout Condition with Optional Stair



Walkout Condition with Optional Stair

Typical Screened Porch Option

Optional Screen Porch Hinsdale Meadows

Hinsdale, IL



EDWARD R.JAMES

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Attachmen



Standard Condition



Lookout Condition



Walkout Condition



Lookout Condition with Optional Stair



Walkout Condition with Optional Stair

Typical Sun Room Option

Optional Sun Room **Hinsdale Meadows**

Hinsdale, IL



EDWARD R.JAMES

04-11-2017







Hinsdale, IL

01-30-2017







01-30-2017





Hinsdale Meadows







Duet Twinhomes AB: Character Elevations









BSB DESIGN

Hinsdale Meadows

Duet Twinhomes AB: Character Elevations



Standard Condition



Lookout Condition



Walkout Condition



Lookout Condition with Optional Stair



Walkout Condition with Optional Stair

Lookout and Walkout Conditions
Hinsdale Meadows

Hinsdale, IL





Standard Condition



Lookout Condition



Walkout Condition



Lookout Condition with Optional Stair



Walkout Condition with Optional Stair

Optional Screen Porch Hinsdale Meadows

Hinsdale, IL



BSB DESIGN



Standard Condition



Walkout Condition



Lookout Condition



Lookout Condition with Optional Stair

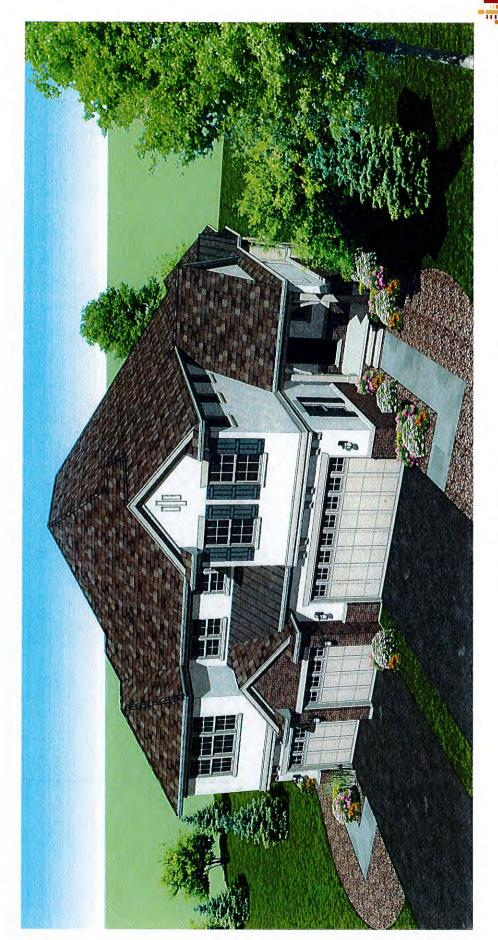


Walkout Condition with Optional Stair

Optional Sun Room Hinsdale Meadows

Hinsdale, IL





Hinsdale Meadows

01-30-2017







01-30-2017







Duet Twinhomes BB: Character Elevations





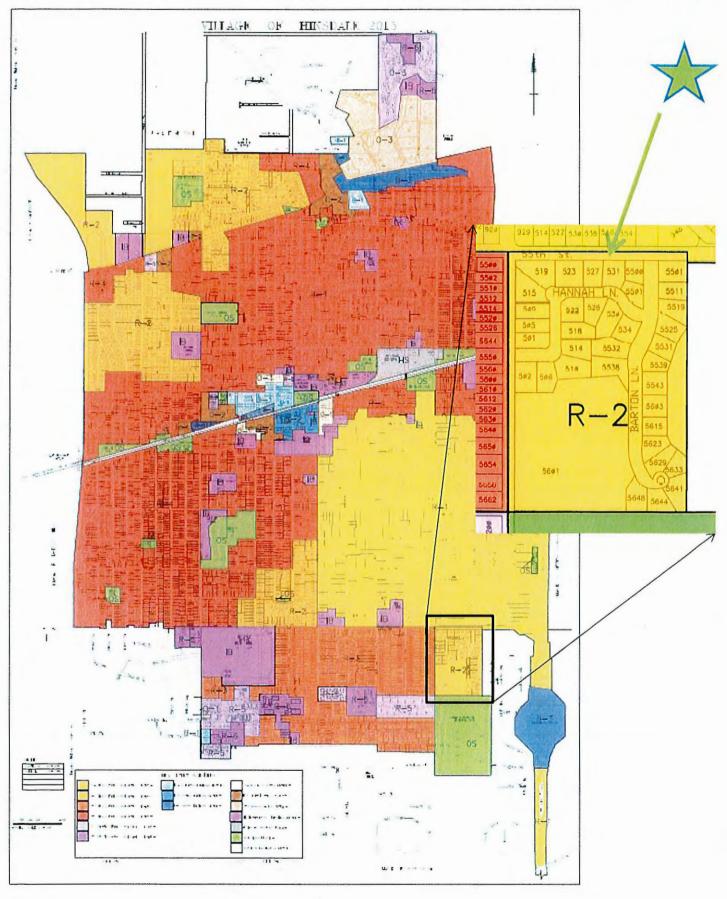
Hinsdale Meadows

01-30-2017

BSB DESIGN

Attachment 4: Village of Hinsdale Zoning Map and Project Location







AGENDA SECTION: First Reading – ZPS

New Small Cell Facility Application on Public Right-of-Way on an

existing ComEd Utility Pole in the IB Institutional Buildings District

East of Hinsdale Central High School & South of 55th and S. Grant St.

MEETING DATE: March 6, 2018

FROM: Chan Yu, Village Planner

Recommended Motion

Approve an Ordinance approving an application relative to the installation of Small Cell Equipment on an existing Utility Pole in the Right-of-Way – Mobilitie, LLC.

Background

SUBJECT:

The Village of Hinsdale has received a new Small Cell Facility application from Mobilitie, LLC, on behalf of Sprint, requesting approval to install and operate new small cell equipment on an existing ComEd owned utility pole on public right-of-way, east of Hinsdale Central High School in the Institutional Buildings (IB) District.

The ComEd utility pole is located approximately 645 feet south of the 55th Street and S. Grant Street intersection (Attachment 1 and 2). The utility pole is on a parking island median, on the west side of S. Grant Street, between a parking row for Hinsdale Central High School and across the street from the high school parking lot for its baseball and soccer fields.

According to Mobilitie, the location for the small cell facility was identified as a capacity deficient area. The new small cell equipment will address the capacity gaps, provide general service improvements, and public safety enhancements in the form of greater connectivity and E911 readiness. This will work with existing wireless networks to help emergency responders more accurately locate wireless 911 callers (Attachment 3).

Per the application exhibits, all the equipment on the pole, including pole top extension will be painted to match the pole color. The applicant has also stated it will paint the equipment per the Village's color request. On June 13, 2017, the Board of Trustees approved an Ordinance to process Small Cell Facilities and Distributed Antenna Systems (DAS) in right-of-way locations, consistently, both in and outside of residential or design review overlay districts (Attachment 5).

Discussion & Recommendation

N/A

Village Board and/or Committee Action

N/A

Documents Attached

Draft Ordinance

Page 1 of 2





Attachment 1: Birds Eye View Map and Small Cell Location

Attachment 2: Street View and Small Cell Location

Attachment 3: Small Cell Application and Cover Letter (dated February 7, 2018)

Attachment 4: Zoning Map and Project Location

Attachment 5: Ordinance 2017-26 (approved on June 13, 2017)

ORDINANCE NO.	

AN ORDINANCE APPROVING AN APPLICATION RELATIVE TO THE INSTALLATION OF SMALL CELL EQUIPMENT ON AN EXISTING UTILITY POLE IN THE RIGHT-OF-WAY -- MOBILITIE, LLC

WHEREAS, Mobilitie, LLC (the "Petitioner"), on behalf of Sprint, has filed with the Village of Hinsdale an application (the "Application") seeking approval to install and operate new small cell equipment on an existing ComEd utility pole on the public right-of-way located 645 feet south of the 55th Street and South Grant Street intersection in Hinsdale, Illinois (the "Property"), located east of Hinsdale Central High School in the IB Institutional Buildings Zoning District. A copy of the Application is attached hereto as Exhibit A and made a part hereof; and

WHEREAS, the Application identifies the requested location as a capacity deficient area. The new small cell equipment will address capacity gaps, provide general service improvements, and public safety enhancement in the form of greater connectivity and E911 readiness. The new small cell facility will work with existing wireless networks to help emergency responders more accurately locate wireless 911 callers; and

WHEREAS, the President and Board of Trustees of the Village have duly considered all of the materials, facts, and circumstances affecting the Application, and find that the Application conforms to all Village requirements for construction of utility facilities in the rights-of-way pursuant to title 7 (Public Ways and Properties), Chapter 1G (Construction of Utility Facilities in Rights-of-Way), Section 5 (Action on Permit Applications), Subsection D (Additional Review of Application for Installation of Distributed Antenna Systems and Small Cell Facilities) of the Village Code of Hinsdale ("Village Code").

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

SECTION 1: Each whereas paragraph set forth above is incorporated by reference into this Section 1.

SECTION 2: Approval of Location of Small Cell Facility on the Public Right-of-Way. The President and Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and the Village Code, hereby approves the Petitioner's Application relative to the installation of a small cell facility on an existing ComEd utility pole located 645 feet south of the 55th Street and South Grant Street intersection, within the IB Institutional Building Zoning District. Approval is conditioned on the Applicant, as represented in the Application, painting all the equipment on the pole, including the pole top extension, to match the existing ComEd pole color.

SECTION 3: Severability and Repeal of Inconsistent Ordinances. Each section, paragraph, clause and provision of this Ordinance is separable, and if any section, paragraph, clause or provision of this Ordinance shall be held unconstitutional or invalid for any reason, the unconstitutionality or invalidity of such section, paragraph, clause or provision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

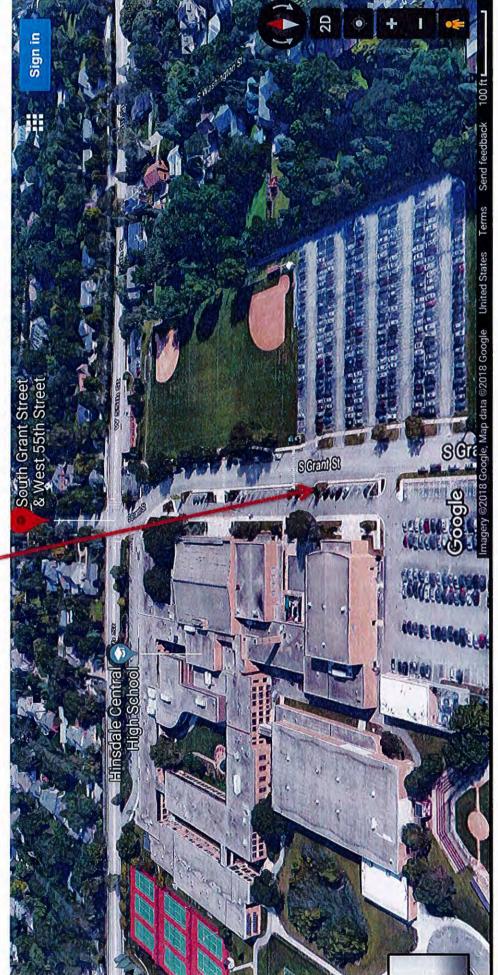
SECTION 4: Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

PASSED this day of		2018.		
AYES:		wasses		
NAYS:				
ABSENT:				
APPROVED by me this the Village Clerk this same day.	_ day of		_, 2018, and attested	to by
	auley, Jr., Village President			
ATTEST:				
Christine M. Bruton, Village Clerk	<	Annual Mysesses Annual M		

EXHIBIT A

APPLICATION (ATTACHED)

Attachment 1: Birds Eye View and Small Cell Location. (facing north)



Attachment 1

Attachment 2: Street View and Small Cell Location. (facing north)





Mobilitie, LLC 120 S. Riverside Plaza Suite 1800 Chicago, IL 60606 Tel: (312) 813-6796

February 7, 2018

The Village of Hinsdale 19 E. Chicago Avenuc Hinsdale, Illinois 60521

RE: Mobilitie, LLC's DAS Permit Application

Dear Mr. Yu,

Mobilitie, LLC proposes to install and operate small cell equipment on an existing ComEd owned utility pole that augments and extends backhaul solutions to increase bandwidth while improving connectivity. Mobilitie has identified capacity deficient areas in the Village of Hinsdale. The proposed equipment, consisting of small antennas and mounts, will address those capacity gaps.

Among other benefits, small cells provide public safety enhancements for local governments in the form of greater connectivity and E911 readiness. The addition of small cells to existing wireless networks will help emergency responders more accurately locate wireless 911 callers. The Small Cell locations in the City have been carefully chosen to provide maximum coverage to benefit the citizens of the Village of Hinsdale. This site is in close proximity to Hinsdale Central High School and will enhance service for staff and students of the school, as well as greater connectivity for E911 services.

Enclosed is the permit application and supporting documentation. Please contact me if you have any questions, (312) 813-6796; Mrowland@mobilitie.com

Respectfully submitted,

Michelle Rowland Network Real Estate Specialist

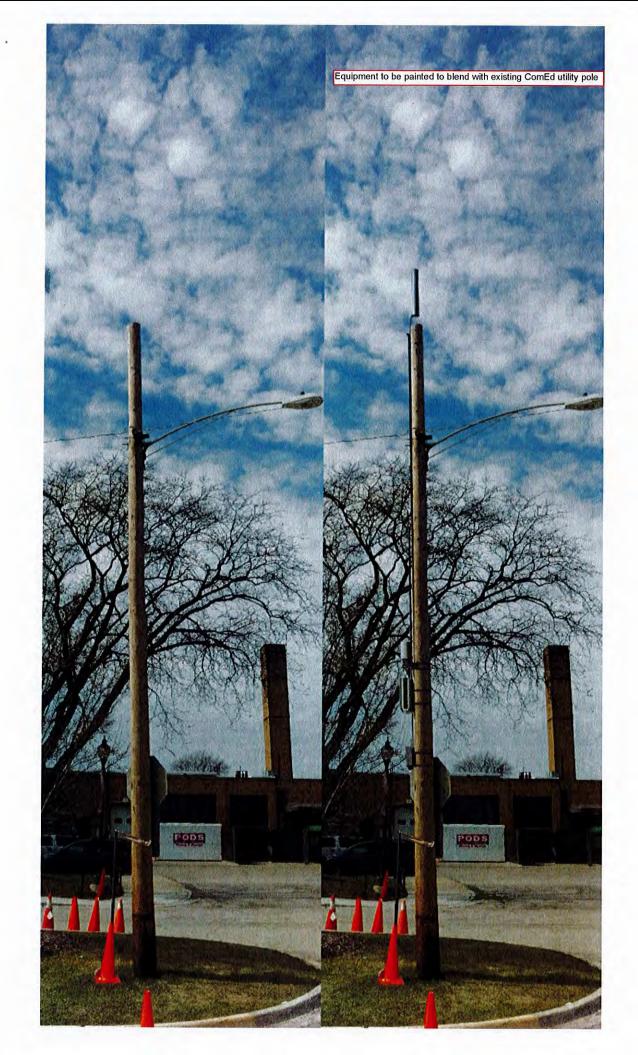
*Enclosures

DAS APPLICATION

TO:	COMMUNITY 19 E. Chicago Hinsdale, Illino (630) 789-7033	ois 60521	Date Filed:	, 20
DAS/	Small Cell Locat	on; S. Grant St.		
Close	st Intersection: §	S. Grant and W. 55th		
Name	of Applicant:	Mobilitie, LLC		
Name	of Carrier (ex: A Sprint	AT&T, Verizon, Sprint):		
Addre	ss of Applicant:	120 S. Riverside Plaza, Suite 1800) Chicago, IL 60606	
Appli	cant's Phone/Fax	Number: 312-813-6796		
Appli	cant's E-Mail:	mrowland	@ mobilitie.com	
Appli	cant's Signature:	Michelle Rowland		

FOR OFFICE USE ONLY
Accompanying this application are the following:
DAS Application

- Coverage Maps
- Site Plan(s) and Elevation photos
- Comprehensive List of Alternative Locations Considered
- Registration Documents for Provider/Carrier
- Letter Explaining Need for Residential Location (where applicable)
- Certified Mailing List (where applicable)
- Application Fee in the Amount of \$ 250.00 (Applications Requiring BOT Review Only)



Technical Justification Small Cell Locations – CH90XSGE3C



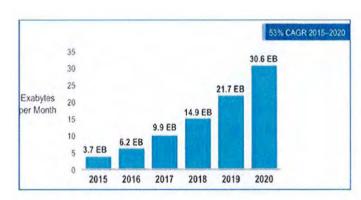
PROPRIETARY & CONFIDENTIAL

Why This Locations is Important?

Network data traffic is projected to grow 10 times over the next 5 years per Cisco's latest VNI Forecast

Sources of data growth:

- · Smartphone Use
- Video Transfer
- Public Safety Applications
- Connected Homes
- · Connected Cars
- · Connected "things"



Network resources must be planned and built to support this data transfer.

Since there is not always a high speed network cable available, wireless Small Cell options will need to be smartly placed to provide the necessary capacity. This network will be the enabler for cutting edge data technologies.



Considerations for smartly-placed wireless Small Cell

Placement of wireless Small Cell should consider:

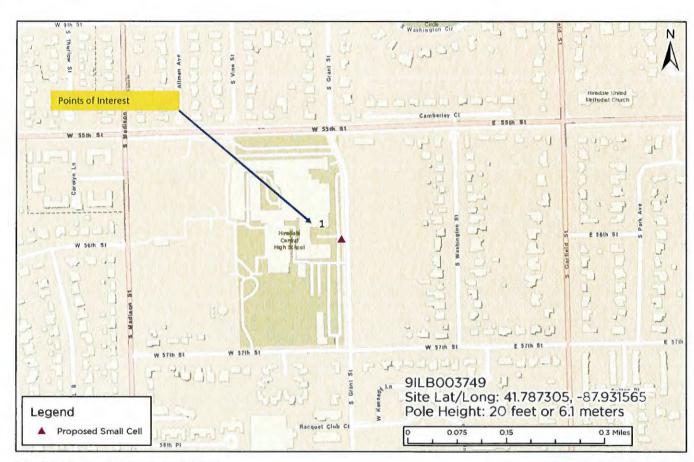
- · Proximity to points-of interest
- · Ability to adapt to evolving data sources

A correctly designed network will provide the resources and capacity for area consumers to be on the forefront of technology advancement.

High speed wireless Small Cell extends network connectivity to the edge of demand areas without disrupting the underlying environment.

The alternative is a view of technology innovation and capability without infrastructure to support it.

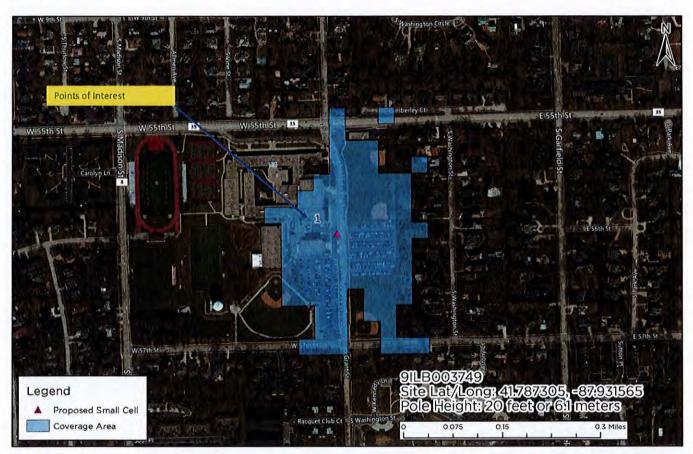




Significant Landmarks served by Small Cell Site:

1. Hinsdale Central High School





Significant Landmarks served by Small Cell Site:
1. Hinsdale Central High School



Conclusion

Small Cell is key to enable data innovation

Proper placement of wireless locations will bring connectivity to the edge of even the most challenging terrain areas

The explosion of data demand is showing no signs that it's growth rate will relax anytime soon

The networks built today will serve the data demand of tomorrow

Is your environment prepared?







Permit # 2228003707 Site Id # 17-0370-SW Other Id # CH90XSGE3C

POLE ATTACHMENT PERMIT

Pursuant to the Marked-Up Application dated 05/05/2017 and subsequent completion of ComEd Make-Ready, permission is hereby granted to MOBILITIE INVESTMENTS III, LLC in accordance with the terms and conditions of the Pole Attachment Agreement between our respective companies for the right and privilege to make attachments to 1 ComEd solely owned poles, and 0 jointly owned poles, located within HINSDALE.

Issuance of this permit is subject to the following:

- 1. Issuance of this permit indicates that ComEd identified Make-Ready has been completed.

 <u>Licensee is responsible for ensuring that all Make-Ready has been completed by other parties prior to making any attachments to poles.</u>
- Placement or attachment of any of Licensee's Facilities at a new or different location on any ComEd solely-or jointly-owned pole, other than those described on the a Marked-Up Application referenced above, and/or supporting maps, spreadsheets, etc., requires the Licensee to submit a modified Pole Attachment Application for ComEd review and approval prior to making attachments.
- 3. Licensee agrees to comply with ComEd requirements and all applicable laws, statutes, ordinances, rules and regulations related to the installation, use and operation of its Facilities. This Permit shall become null and void if any of Licensee's attachments authorized hereunder violates any laws, statutes, ordinances, rules and regulations, including but not limited to the NESC, related to the installation, use and operation of the facilities authorized hereunder.
- 4. Licensee shall notify ComEd within 30 days of completion of all attachments by Licensee.
- 5. A copy of this permit must be available at the work location during any construction activity.
- 6. Licensee's shall install its Facilities within 90 days of the date of this Permit.

COMMO	DNWEALTH EDISON COMPANY
Ву:	Karen Habstead
Office:	Lincoln Centre 3
Date:	09/15/2017

	PERPETUAL INVI	ENTORY RECORD	
	ComEd Poles	Jointly Owned Poles	Other
Attachments permitted to-date	0	0	
Attachments added by this permit	1	0	
Total Attachments	1	0	

SITE ID-CANDIDATE LETTER/CASCADE ID-CANDIDATE LETTER: 9ILB003749C/CH90XSGE3C LATITUDE/LONGITUDE: 41.787305/-87.931565

CROSS STREET:
S GRANT S'I' & W 55TH ST'
CITY, STATE, ZIP:
HINSDALE, IL 60521



GENERAL NOTES					
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SITE INFORMATION					

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CASCADE ID:	CHRONECESC			
LIGHTUDE:	41.787308			
LONGITUDE	-87.931545			
CROSS STREET:	S GRANT ST & W SSTH ST HINSOALE, 9. 40521			
CITY, STATE, ZIP:				
COUNTY:	DUPAGE COUNTY			
JURISDICTION:	HIMSONLE VILLAGE			
PROPERTY OWNER:	FUBLIC INGHT-OF-WAY			
APPLICANT:	NOMETTE, LLC 120 S RIVERSIDE HAZA; SUITE 1800 CHCAGO, B. 60606 PHONE: (312) 438-5400			
SHOWERD				

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ACORS ENGINEERING OROUP, INC.

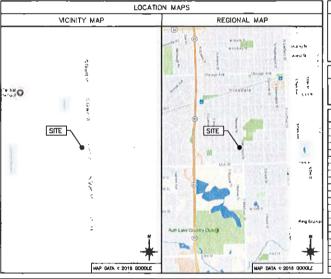
CONTACT: KANE, KRATINA
PROJECT MANAGER

ROUGHTH, CA 30102

ELL (679) 480–1448

DO NOT SCALE DRAWINGS

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PROJECT DESCRIPTION
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- INSTALL PROPOSED BACKHAIL TRANSPORT EQUIPMENT ON AN EXISTING WOOD UTILITY POLE

CODES

PITERIATIONAL BUILDING CODE
BUILDING BUILDINGS SAFETY CODE

	DRAWING INDEX
SHEET NO:	SHEET TITLE
₹~1	TITLE SHEET
SP~-1	EXHIBIT PHOTO & SITE PLAN
EY-1	POLI ELEVATIONS
EV-2	POLE ELEVATIONS
PL-1	PLUMBING & REER DIAGRAM
EQ-1	EQUIPMENT DETAILS
EQ-2	EQUIPMENT DETAILS
E-1	ELECTRICAL DETAILS
9-1	GROUNDING DETAILS
TQ-1	VEHICULAR TRAFFIC CONTROL PLAN
TC-2	PEDESTRIAN SAFETY PLAN
GN-1	GENERAL HOTES
CK-2	GENERAL HOTES
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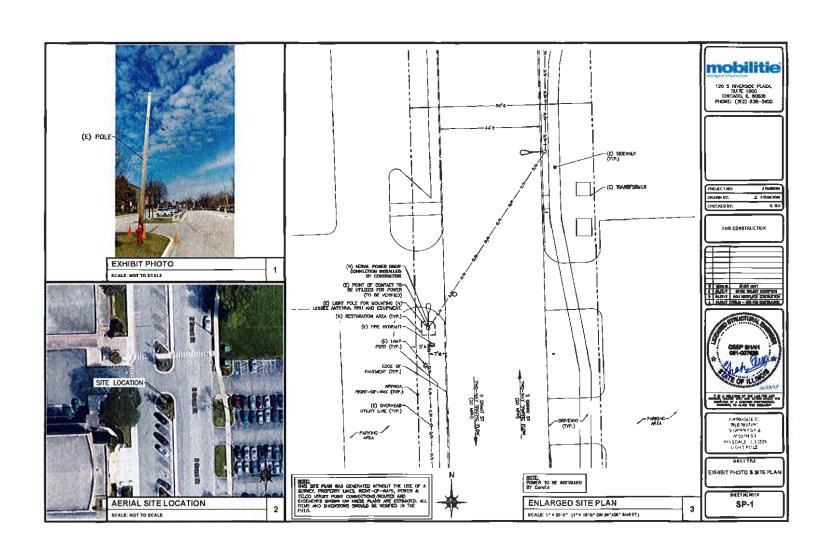


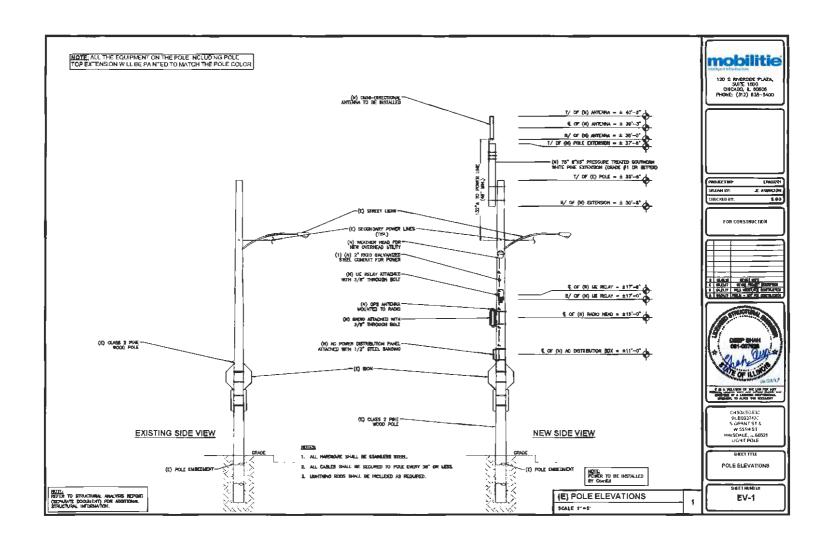


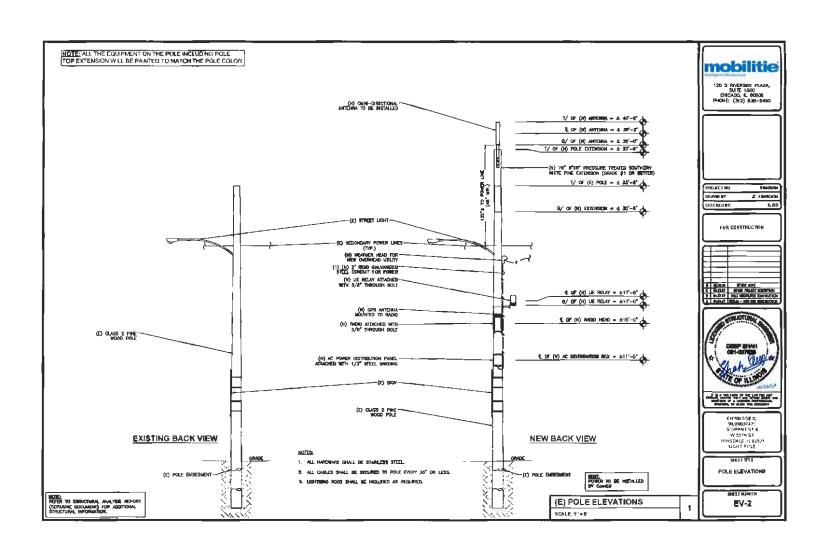
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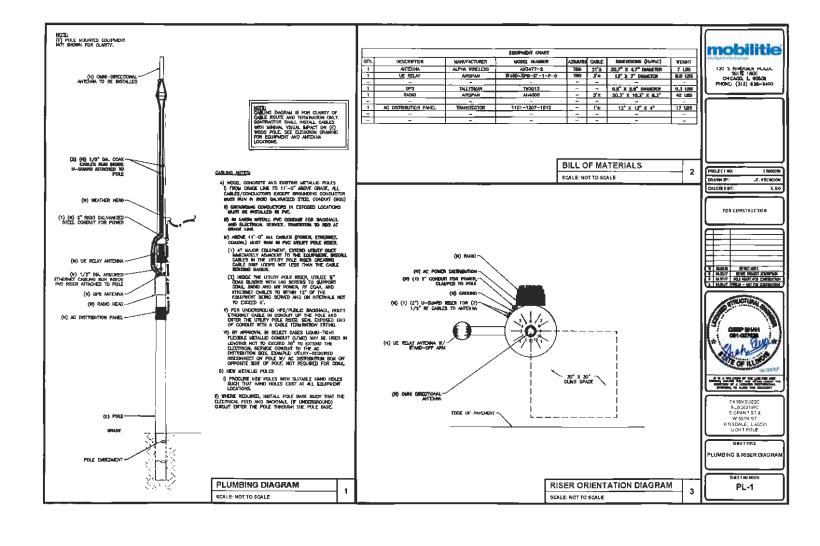
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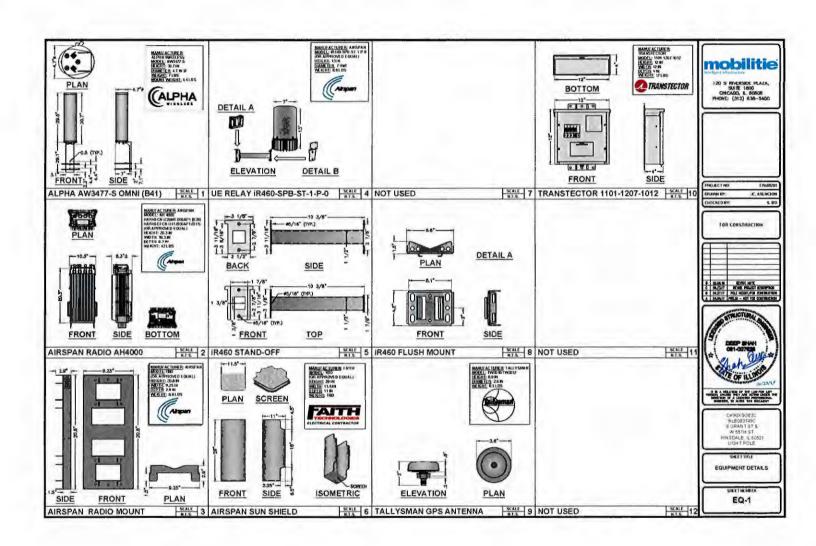
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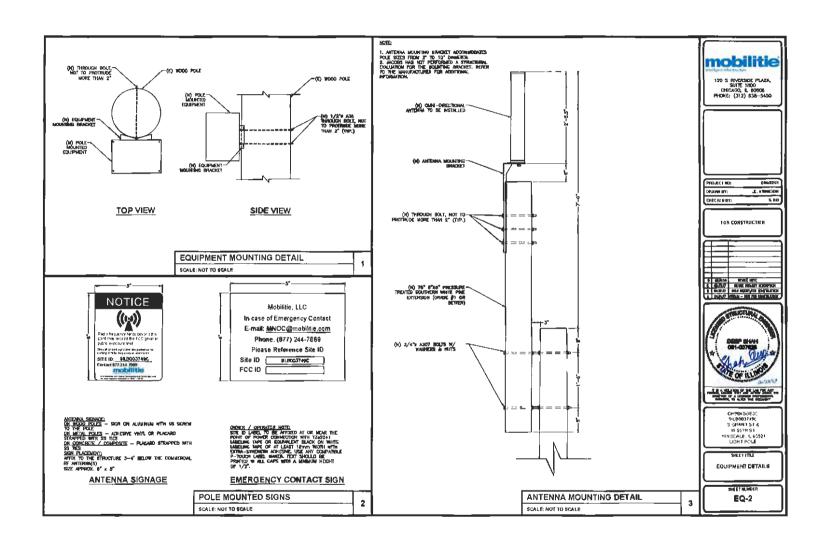


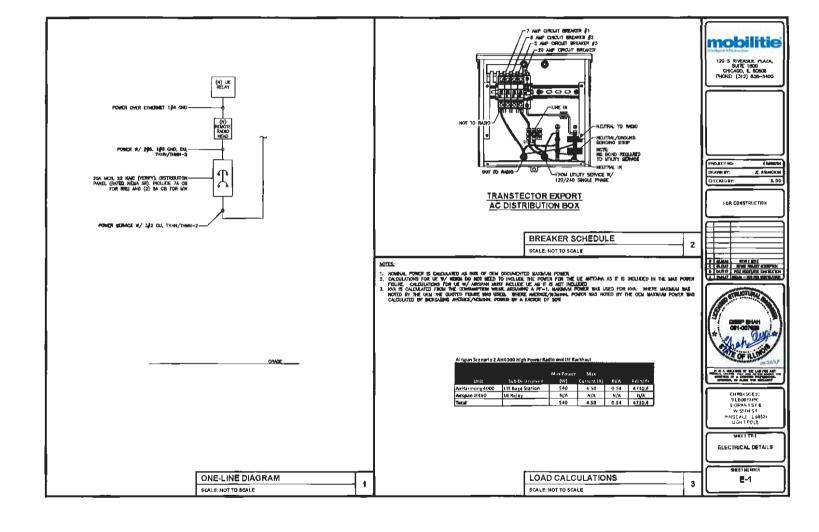


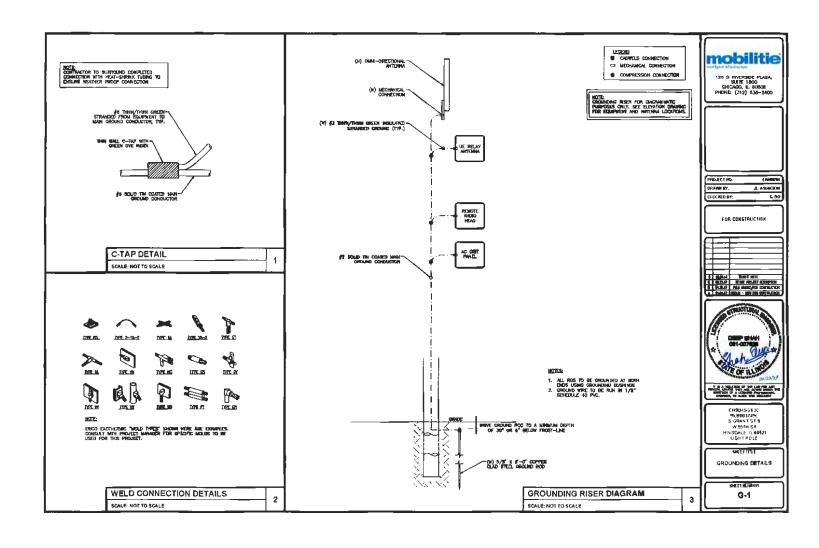


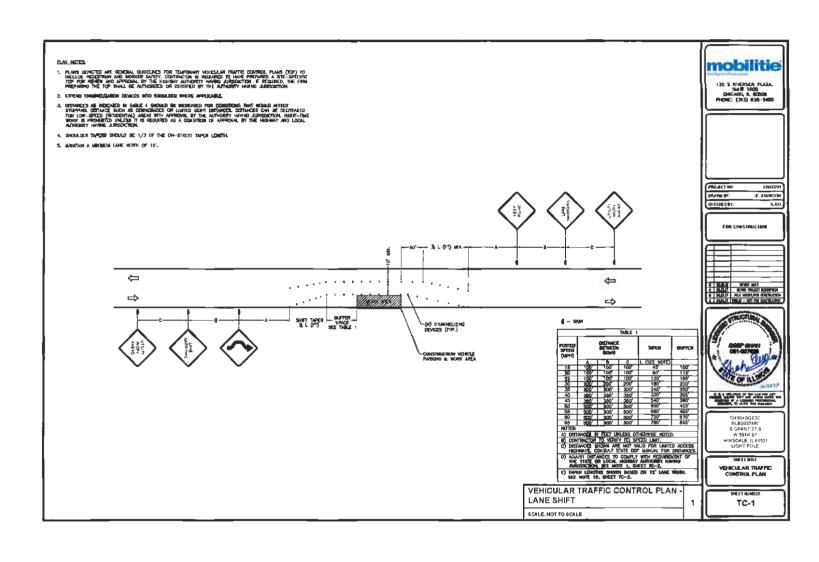


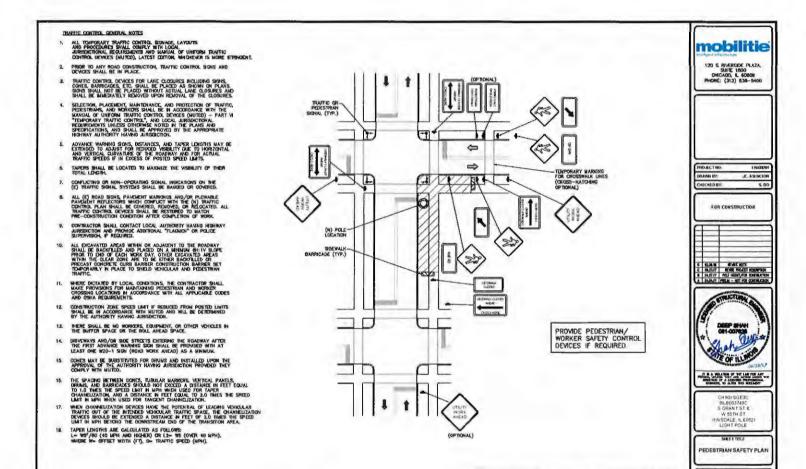












TYPICAL PEDESTRIAN / WORKER SAFETY PLAN

SCALE: NOT TO SCALE

TC-2

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- 17. M DRILLING HOLES, OR CORROR, BITO CORRORT WHETHER FOR FARTHMAN OR MANUFACTURE OR PEREMEMBERS WEREHOUSE TO FIND IT ON CORROTT FOR THE PEREMEMBERS WEREHOUSE TO THE CONTROL OF THE PEREMEMBERS OF THE CORROCT OF THE PEREMEMBERS OF THE PEREMEM
- CONTRACTOR SHALL REPAIR, TO HEW CONDITION, ALL (E) WALL SUBFACES DAMAGED DURING CONSTRUCTION SUCH THAT THEY MATCH AND BLOND IN WITH ADJUSCENT SUBFACES.
- CONTRACTOR SHALL SEAL PENETRATIONS THROUGH FIRS AATED ASSEMBLES OR MATERIALS WITH U.I. USTED AND FIRS CODE APPROVED MATERIALS AND SYNTHAS THAT MEET OR EXCELS THE RATING OF THE ASSEMBLY IN WHICH THE MEM PENETRATION IS PLACED.
- 20. COMPRIANCES SHALL NEED CONTRACT AREA CLEAN, HAZARO FREE, AND DESPOSE
 OF ALL DEST, DESTRUK, AND BLAGGES, CEARMONT AND SECREDID AS EXAMPLES
 CLEAN COLDING AND BEED FROM PART SHOWN IN JUST, ON SAURCES OF MAY
 HATHER, COMPRIGHT SHALL BEE SECRETICAL FROM NATITATION ALL ITEMS
 UNIT. COMPRIGHTS OF COMPRIGHED.
- 21. MINIMUM BEND RAZIUS OF ANYENNA CABLES BRALL BE IN ACCURDANCE WITH CARLE MANUFACTURES RECOMMENDATIONS.
- 22. CONTRACTOR SHALL IMMUSE SCRIPTIONED TO (I), STE DURING CONTRINCTION OF THE CONTRIVENCE OF THE CONTRIV
- 29. ALL CONSTRUCTION YEARS IS TO ADHERE TO APPLICANT'S INTEGRATED CONSTRUCTION STANDARDS UNLESS STATE OR LOCAL CODE IS MORE STRINGENT.
- MY, SHIDLE OF THE FRAMS AND SPECIFICATIONS IS TO PURFORM THE COMPRISION OF A CONSTRUCTIVE BELLOWS STANDARDS CODE: AND CONSTRUCTIVE BELLOWS STANDARDS CODE: AND CONSTRUCTIVE BELLOWS STANDARDS CODE: AND CONSTRUCTIVE BELLOWS STANDARDS CODE: CONSTRUCTIVE BELLOWS STANDARDS CONSTRUCTIVE BELLOWS STANDARDS CODE: COD
- 85. ADEQUATE AND REQUIRED HABILTY INSURANCE SHALL BE PROVIDED BY THE CONTRACTOR FOR PROTECTION ACCURET PUBLIC LOSS AND ANY/ALL PROPERTY DAMAGE FOR THE DURATION OF WERK
- 26. CONTRACTOR SKALL QUARANTE ANY/AL MATCRALS AND MORE FREE FROM DOTECTS FOR A PERSON OF HOT LESS THAN DRE YEAR FROM DATE OF ACCEPTANCE ANY CORRECTIVE BOOK SKALL BE COMPLETED AT THE SOLE COST OF THE CONTRACTOR.

ELECTRICAL HOTES:

THE PROPERTY OF THE PROPERTY OF THE PROPERTY AND INSTALL ANY / ALL ELECTRICAL MEDIC INCACCION. ANY / ALL ELECTRICAL MEDIC INCACCION. ANY / ALL ELECTRICAL MEDIC INCACCION. AND ANY / ALL APPLICACION SESSION AND ANY ALL APPLICACIONS AND A

- BECTROCA COMMENCIUM SHALL MST THE JOS STE AND FAMILARIZ THEASENES WHE MAY ALL CONDITIONS AFFECTION BLICENCE, AND COMMENSE MST MAY BE AND A STREET OF BLICENCE, AND THE COST DIESECT, ALL (1) COMMENSE OF ELECTRICAL COURT, CLT., THAT AND FAMIL THE PROBLEM SHALL SHALL
- ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE LARSE COTTON OF THE NET, ALL CODES AND ORDINANCES OF THE LOCAL AMESIACITION, AND POWER & TELEPHONE COMPANIES HAVING LICESDICTION AND SHALL AMELIAGE BUT ARE NOT BE LIGHTED TO
 - A) UL UNDERWRITERS LABORATORIES B) NEC MATIONAL ELECTRICAL CODE

 - C) NEWA NATIONAL ELECTRICAL MANUFACTURERS ASSECT (I) OSHA - OCCUPATIONAL SAFETY AND HEALTH ACT

 - (C) SEC SECONDARIO SECTI AND HEALTH AND HE
 - H) HEE MISTRUME OF ELECTRICAL AND ELECTRONICS DIGNESSES
 - I) ASTM AMERICAN SECRETY FOR TOTTING MATCHALS
- REFER TO SITE PLANS AND ELEVATIONS FOR CLACF LOCATIONS OF ALL EQUIPMENT, AND CONFIRM WITH MIDDIUME CALLANY SIZES AND LOCATIONS WHEN NETDED.
- 8. (E) SERVICES: CONTRACTOR SHALL NOT INTERRUPT (E) SERVICES WIRROUT WITTEN PERMISSION OF THE OWNER.
- COMPRACTOR SHALL COMPRIM WITH LIBEAL UNILTY COMPANY ANY/ALL REQUIREMENTS BLOCK AS the: LUG REZE RESTRUCTORS, COMOUNT ONTRY, RET OF RAMPSOMERS, SACEPLUZED DOWN THE FOR THE OWNERS FOR COMPRIATION, ETC... ANY/ALL COMPLETE SHALL BE REQUIRED TO THE ATTENTION OF THE MODILITIE ON, PROST TO BECKNING ONLY WORK.
- NOMENIA WEST STATE SHALL BE #12 AND, NOT INCLIDING CONTROL WITHOUT UNLESS WOTED OTHERWISE. ALL COMBUSTORS SHALL BE COPPUT WITH THINK INCLIDED AND LINES CONTROLS.
- & CULTLET BORD'S SHALL BE PRESSED STEEL BY DRY LOCATIONS, CAST ALLOY WITH THISLADED HUBS BY WELF JOHN'S LOCATIONS AND SPECIAL CHOLOSURES FOR
- IT IS NOT THE INTENT OF THESE PLANS TO SHOTE THERY MINUS DETAIL OF THE CONSTRUCTION, DONTAL-TICK IS EXPECTED TO REMISEM AND INSTALL ALL ITTOIN FOR A COMPLETE TELETHICAL SYSTEM AND REVOKE ALL RECOMPLIENT FOR THE ECLIPPENT TO THE PLACED IN PROPER WORKING OWNERS.
- ELECTRICAL SYSTEM SHALL BE AS COMPLETELY AND EXPECTIVELY ORGANISMS, AS REGULARD BY IMPERICATIONS, SET FORTH BY APPLICANT.
- 11. ALL WORK BYMLL BE PERFORMED BY A LICENSED ELECTRICAL CONTRACTOR IN A PRIST CLASS, BERROLAMINE MANIER, THE COMPLETED STREND BYMLL BE FULLY PURCHASH, AND SYALL BE AFFROWD BY THE MOBILITY OF MAY LOCK AUGUSTAL BY CONTRACTOR BY AN ELECTRICAL CONTRACTOR AT THE SOLE COST OF THE CONTRACTOR BY AN ELECTRICAL
- 12 ML MORE SHALL BE COORDINATED WITH OTHER TRADES TO AVOID UNTERFERENCE WITH THE PROOFESS OF CONSTRUCTION.



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GENERAL NOTES

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PLECTRICAL NOTES CONTO

- 13. THE CORRECTION OF ANY DEFECTS SHALL BE COMPARTED BY THE CONTRACTOR BEHOUT ANY ADDITIONAL CHARGE AND SHALL INCLUDE THE REPLACEMENT OR THE REPAIR OF ANY OTHER PHASE OF THE INSTALLATION, WHICH MAY HAVE BEEN CHARGED THEFEIN.
- 14. CONTRACTOR SKALL PROVIDE AND INSTALL CONDUCTORS, PULL WIRES, BOKES, COVER PLATER AND DEVICES FOR ALL CUPILETS AS IMPLICATED.
- DITCHING AND BACK FILL CONTRACTOR BHALL PROVIDE FOR ALL UNDERGROUND INSTALLED CONDUIT AND/OR CARLES INCLUDING DICAVATION AND BACKTLLING AND COMPACTION, REFER TO NOTES AND REQUIREMENTS TOXICAVATION, AND BACKTLLING
- 18. MATCHINE, PREDUCTS AND EXCEPTION, INCLIDING ALL COMPONENTS THEREOF, SHALL SE INSTANCE SHALL APPEAR ON THE UST OF ULL APPROVAD HIDES AND SHALL NEET OR DECIDED THE REQUIRESPAYS OF THE NEC, NOVA AND ECC.
- CONTRACTOR SMALL SUBBIT SHOP DRABBINGS OR MANUFACTURER'S CATALOG REFORMATION OF ANY/ALL COLPRIGHT AND ALL OTHER ELECTRICAL ITEMS FOR PROPER BY THE MORBILITÉ OR PROCE TO MOSTAMLATION.
- ANY CUITTING OR PATCHAND DECISION RECESSARY FOR ELECTRICAL BURK BY THE ELECTRICAL CONTRACTORS RESPONSELLTY AND SHALL BE WILLIADED IN THE COST THE WORK HAS PERSONNELL TO THE SATISFACTION OF THE BURBLING CASE OF THE SATISFACTION OF THE BURBLING CASE.
- THE CLEITERIAL CONTRACTOR SHALL LASEL ALL PANELS WITH ONLY THREWS THE LINESCRIPTER. ALL ELECTRICAL WRITES SHALL SET THE RESPONSIBILITY OF THE ELECTRICAL CONTRACTOR.
- 20. DISCONNECT SHITCHES SHALL BE UL-RATED, H.P. RATED HEAVY-DUTY, GUBCK-BAKE AND GLACK-BREAK ENCLOSUPES, AS REQUIRED BY EXPOSURE TYPE.
- ALL COMMITTHINGS SHALL BE MADE WITH A PROTECTIVE CONTING OF AM ANTA-DWOR COMPOUND KNOWN AS "NO-CKEE A" BY DEASSENSE CHIEF CAL. CO. COAT ALL WISE SHARLS BUTCHER COMPOUND DO DOOSED CORPET BUTCH COMPOUND SHALL SHALL BE TEXTED.— NO SLESSIN TROUB.
- RACTIVE, CONDITY SHALL SE ROMERLE SO PIC METTING OF CHETTING TO TO 19 100. CONTINUOUS SHALL SE ROMERLE SO PIC MET AND TO SHALL SHALLS NO LIST MED DEPTY CONCLUTS AND PROVINCE THE SERVING THE SHALLS NO LIST MED THE MET

- 81. COBMILCTER'S FOR POWER CONJUCTORS CONTRACTOR SHALL USE PRESSURE FOR BRIBANTED TWIST-ON CORRECTORS FOR WD. 10 AND AND SHALLER, USE BRIDGHESTS INCOMENCAL TRAINING, LIGST FOR MD. 6 AND AND LANGER.
- BERNOG: AS SPECIFIED ON THE DRAININGS, CHINER OR CHINEF'S ACENT WILL APPLY FOR POWER, MJ. PROMISONS FOR TEMPORARY POWER MILL BE OBTAINED BY THE CHINECKER.
- 27. TELEPHONE OR FIBER SEXWILL CONTRACTOR SHALL PROMOE EMPTY CONDUITS WITH FULL STRINGS AS INCIDENTED ON DRAMMOS.
- 28. ELECTRICAL AND TELOD/FIBER RASEWAYS TO BE BURED A BINISH DEPTH OF 30", UMLESS OTHERWISE HUTED.
- CONTRACTOR SHALL PLACE 8" NDE DETECTABLE NARRHON TAPE AT A DOP'H OF S" SELON GROUND AND BENECH," ABOVE CLICTRICAL AND TELOS SERVICE CONDUINS CALITONS TAPE TO READ "CAUTION BURIED ELECTRIC" OR "SURED TILLCOM".
- 30. ALL BOLTS SHALL SE 3-16 STANLESS STEEL

ORDUNDING NOTES

- ALL HANDWARE SHALL BE 3-10 STAINLESS STEEL, RICLUOND LOCK WASHERS, COAT ALL SUPPLACES WITH AN ANTH-OMDIANT COMPOUND, AS SPECIFICS, RECORD HATING, ALL HANDWARE SHALL BE STAINLESS STEEL 1/8 HIGH DIAMETER OR SZEED TO MAICH COMPONETS ON LOG SZE.
- FOR GROUND BOID TO STEEL ONLY, INSERT A CADMINE PLAT WASHIR BETWEEN UNI AND STEEL, COAT ALL SURFACES WITH AN ANTI-OXIDANT COMPOUND BETWEEN MATING.
- 3. ALL SIDEL CONDUIT SHALL BE BONDED AT BUTH DHOS WITH GROUNDING BUTHING.
- al Electrical and grounding at the fole site small comply with the Mandall electrical cody (Nec), mandral first protection association (NEPA) 786 (LATESY EDITION), AND MANUFACTURES.
- 6. ALL DETAILS ARE SHOWN IN GENERAL TOTALS. ACTUM. GROUNDING INSTALLATION AND CONSTRUCTION MAY WARY DUE TO SITE SPECIFIC COMPRISES.
- R. GROUND ALL ANTENNA BASES, FRAMES, CABLE RUNS, AND OTHER METALLIC COMPONENTS USING \$6 CORUMN WINES. FILLION ANY ENTAIN AND SYS ANALYSICATION PRACTICES FOR GROUNDING PEZULARIZADITS.
- ALL GROUND CONNECTIONS SHALL BE 46 AND, UNLESS OTHERWISE HOTED, ALL WIRES SHALL BE COPPER WITH THINK, UNLESS OTHERWISE MOTED, ALL GROUND WIRE SHALL BE SOLID THI COATED OF STRANDED GREEN MISULATED WIFE.
- NOTIFY ARCHITECT/DIGINEER IF REAR ARY DIFFICIATIES INSTALLING GROUNDING SYSTEM DUE TO SITE SQL CONSTITONS.
- ALL HORIZONEMENT FRUM CHOUNDING COMBUCTORS SHALL BE INSTALLED A MINIBUM OF JOT GREATER, A BELOW PROST-CINE IN TROJECH, LINLESS OTHERWISE MOTEL SHACK PIL SHALL BE COMPACTED AS REQUIRED BY ARCHITECT/CHARMENT
- ALL CROWN CONDUCTORS SHALL BE RUN AS STRAIGHT AND SHORT AS POSSIBLE WITH A WINNUY 12" REMONS RADIUS NOT LESS THAN 90 DEPKERS.
- - A BUSHINY, HY-GRADE UL. LISTED CORRECTIONS FOR OUTDOOR USE DR AS APPROCADE BY APPLICABLY PROJECT MANAGER.

 B. CAMPRILE CHAMBERGE STREED (CEPTER COMPRESSION (LONG BANGEL) FITTINGS.
- ALL DRIVATO CONFECTIONS SHALL HAVE CHEDISSED MANUFACTURED TO DEMARK STREAM AT THE CRUP (RESILLTING FROM USE OF PROPER CRIMPING DEVICES) AND MEASURE -PROOFED WITH HEAT SHOPIK.
- 11. ALL CONNECTION MARGINALS SHALL BE TYPE 3-18 STANLESS STEEL (NOT ATTRACTED TO MARGINESS.
- 14. ELECTRICAL SERVICE EQUIPMENT CROUNDING SHALL COMPLY 9TH MICE, ARTICLE 880—52 MIC SHALL BOYN ALL (?) AND MEW CROUNDING ELECTROCES SHALL INCLUDE BUT WORT UNITED TO GROUND ROOTS.

- TEATHO AND EXUPLENT TURN UP REQUESTIONS.

 1. RY CASE, DATA CASE, RADIO EQUIPADIT AND BACK MAIL EXUPLENT TESTING
 MEL COART WITH CURRENT POUSTRY STANDARDS AND OR THOSE STANDARDS
 OF THE EXUPLENT MANUFACTURES OR PROPRIED TO THE COST MACHINE PROP
- COMPRACTOR WILL USE THE APPROPRIATE CALERATED TESTING EQUIPMENT AN NEW TESTING OF BY CAREE CATA CALER AND COUPMENT AND BACK HAUL COMPRESE THAT MEST PROUSTRY STANDARDS OF THE MANUFACTURER OR THOSE SAMEMBERS PREVIOUS IN THE CONTRACTOR PEORS TO TESTING.
- CONTRACTOR TO VERIFY AND RECORD ALL TEST RESULTS AND PROMISE THESE RESULTS WITHIN THE FINAL CLOSE OUT PACKAGE.

- ALL PERSONNEL BYRILMED IN THE TESTING OF OF CASE, DATA CASE, RADIO CRIPPIENT AND BACK HAUL, COLPRIDET WILL GE REQUEST OF DAYS RECEIVED THANKS RECEIVED AND ON CESTIFICE IN THE PROPER TESTING OF RY CASE, DATA CASE, RADIO CRIPPIENT, AND SACY HAUL CRUPPIENT.
- ALL TEST RESIDES SMALL BE THE STANPED, RECORDED AND PRESENTED PROPE TO DISPRIZED AND RUBE UP OF ANY SOURMENT.
- GPS EQUIPMENT (WHEN REQUIRED) IS NOT TO BE TESTED OR ATTACHED TO ANY CABLING DURING TESTING, DOING SO WILL INMAKE THE GPS UNIT.
- PRIOR TO TESTING IF THE CONTRACTOR HAS ARY QUESTIONS AND/OT THE TESTING PROCESSINES WEY ARE TO CALL AND OBTION ASSOCIATION FROM QUALIFIED DISSIDIATION TESTINGS THAT IN THE CONTRACTOR
- EQUIPMENT IS NOT TO BE ENDROZED UNTE ALL TESTING HAS BEEN COMPLETED, APPROVED AND THE APPROPRIATE AUTHORITY HAS BEEN MOTIFED AND GIVES APPROVED TO ENERGIZE THE EQUIPMENT.

- OD NOT EXCAVATE OR DISTURB BEYOND THE PROPERTY LINES OR LEASE LINES, CALES OTHERWISE NOTED.
- ALL (E) VILLEES, FACURIES, CONDITIONS AND THEFT CHARGESTS SHOWN OF PARTY CHARGESTS SHOWN OF PARTY RESEARCH AND THE STATE OF PARTY RESEARCH FOR PERSONAL BY CHARGESTS AND THE STATE OF PARTY CHARGESTS AND THE STATE OF PARTY CHARGESTS SHOWN OF ADMINISTRATION CHARGESTS SHOWN OF ADMINISTRATION SHOWN OF ADMINISTRATION SHOWN OF ADMINISTRATION SHOWN OF THE STATE OF THE STATE
- DUTION AND
- 5. ALL NEW AND (E) UNBUTY STRUCTURES ON SITE AND IN AREAS TO BE DESIRED BY CONSTRUCTION SHALL BE ADJUSTED TO FRISH ELIVATIONS PROCED FOR ANY COST SHALLOW TO ADJUSTICS (E) SHALL BE SHALL SHALL BE SHALL
- 8. GRADHO OF THE SITE WORK AFILE IS TO BE SMOOTH AND CONTINUOUS OF SLOPE AND IS TO FIGHTHER MYO (E) GRADES AT THE CRADING UNITS.
- ALL TEMPORARY EMERICATIONS FOR THE REPARLATION OF FOLHOLOGICAL VILLES, ETC., SPALL BY PROPORTY LAD BACK OR BRACED IN ACCORDING MET CORRECT COMPATIONAL SAFETY AND REALTH ADMINISTRATION (OPAL) RECOMMENDED.



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GENERAL NOTES

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 B. ETRICTIRAL FILE SUPPORTING PAWDELT'S SHALL OF COMPACITO TO 45% OF MAXIMUM STANDARD PROCTOR DRY DESSTY, LABOR OTHERWISE MOTED.
- NEW GRADES NOT IN BUILDING AND DRIVEWAY IN PROVIDING AREA TO BE ACHEVED BY PILLING WITH APPROVED GLEAR FILL AND COMPACTED TO \$700 OF STANDARD PROCEED DESIGN.
- ALL FILL SHALL BE PLACED IN LINFORM LIFTS. THE LIFTS THICHESS SHOULD NOT EXCITO THAT WHICH CAN BE PROFURLY COMPACTED THROUGHOUT ITS DIFFRE UP THE EQUIPMENT AVAILABLE.
- ANY PILLS PLACED ON (E) SLOPES THAT ARE STEEPER THAN 10 HORIZONTAL TO 1 MERTEAL SHALL BE PROPERLY WORSHED INTO THE (E) SLOPE AS DISCOTED BY A CHRYSTONIAL FIGURETS.
- 12. CONTRACTOR SHALL CLEAN BRINGS STE AFTER CONSTRUCTION SUCH THAT HO DESIGN, PAPER, TRAIN, WEEDS, BRIGH, EXCESS FILL, OR ANY OTHER OUTCOSTS WILL RESIGN. ALL MATERIALS COLLECTED CARRIED CLEANING DEPORTMENTS SHALL BE DESPOSED OF ET-STE BY THE COMBERN CONTRACTOR.
- IS. ALL TREES AND SHAUBS WHICH ARE NOT IN ORDER COMPLET WITH THE IMPROVEMENTS SHALL BE PROTECTED BY THE CENTRAL CONTRACTOR.
- 14. ALL SIE WORK SHALL BE CAREFULLY COORDINATED BY ODMERUL CONTRACTOR
 WITH LOCAL UTELY? COMPANY, TELEPHONE COMPANY, AND ANY OTHER UTELY?
 COMPANIES HAMME, ALBERGENON OVER THIS EGOATION.
- ALL WORLD PERFORMED SHALL BY DOME IN ACCORDANCE WITH ISSUED PURBITS.
 THE CONTRACTOR BOLL. BY RESPONSIBLE FOR PAYMENT OF FINES AND PROPER
 CLEAN BY FOR AREAS IN WOLVIOLS.
- CONTRACTOR SKALL SE RESPONSEL FOR CONSTRUCTION AND MANISHAM DROSSES AND SECULATIONS OF CONTROLS DIVING CONSTRUCTOR FROM PROPERTIES, PROMISED AND SECULATION OF CONTROLS AND SECULATION OF THE CONTROLS AND SECURATION OF THE CONTROLS AND SECURITION OF THE CONTROLS AND SECURITIES.
- CONTRACTOR SHALL RESTAIL/EDIBLIBLET ALL RECEISARY EDIALOT/SLT CONTROL FEMONO AND PROTECTION MEASURES AS RESURED BY THE LOCAL AMERICATION WINN THE LIMIT OF STEE DESIGNATION PROFET TO CONSTRUCTION.
- THE COMPACTOR IS RESPONSIBLE FOR MANTAHING POSITIVE DRAMAGE ON THE STE AT ALL THES WITH SET AND CROSCING CONTINU MARKETS MANTAHIND ON the Compactions used or size diparage. Any Damage To Admicration PROPERTY AS A RESELT OF EROSION TILL BE CONSISTED AT THE COMPACTORS DEPERSE.
- CONTRACTOR SHALL BE RESPONSIBLE FOR DALLY INSPECTIONS AND ANY REPAIRS OF ALL SCHIECK! CONTROL MEASURING INCLIDING SEDMENT ROMOVAL AS
- CLEARING OF VEGETATION AND TREE REMOVAL BHALL BY ONLY AS PERMITTED AND BE HELD TO A MINIMUM COLY YOURS NECESSARY FOR CONSTRUCTION OF THE FACILITIES SHALL BE REMOVED.
- SEEDING AND MULCINIC AMP/OR ROBBING OF THE SITE WILL BE ACCOMPLISHED AS SOON AS POSSELE AFTER COMPLISHON OF THE PROJECT FACILITIES AFFECTING LAND DISTRIBUTION.
- CONTRACTOR SHALL PROVIDE ALL CINGION AND SCHADITARIES CONTROL NECURIES AS ROUSED BY LOCAL COUNTY AND SAFE COURS AND RECOURTS AS TOURS OF LOCAL COUNTY AND SAFE COURS AND THE CONTROL OF SICK AND SAFE IN TIESAMS AND CORNANCE PATH CHARM THE CONTROL HAVE AND THE CON
- IO. ROP SALP OF SIZES INDICATED SHALL CONSIST OF CLEAR, IARCE, SOLIND, DURANGE, LINETIDES IN CAUSILY STORM, FROET OF ANY DETERMINATION OF CHILD SHALL CONTINUE AND OR LABORATED PECCE, DESMETCHATED MATTER CONCLUSION AND AN ADMINISTRATION OF CHILD SHALL CONTINUE SHALL CONTINU

- 11. OC TO PLACE PILLER MATERIAL AT ALL CATCH BASINS ADJACENT TO CONSTRUCTION SIZE TO PREVENT SOLID WASTE CONTINUATION FROM DIFFERENCE SERVER STRATEGY.
- FOUNDATION, EXCAVATION AND BACKFILL HOTES
- 1. AL FAM. GEADER SLORES SHALL BE A MAXMUM OF 3 HORIZONTAL TO 1 VERTICAL UNLESS OTHERWISE MOTED.
- 2. SACRIFILL OF POLE SHALL BE PERFORMED IN ONE OF TWO OPTIONS:
 - A. PROTERRED: RAMPHUM UNDUSTRIES POLIC SETTING FOAM SHALL BE INSTALLED PLA MANUFACTUREN SPECS. FRAM SHALL ALWAYS BE USED FOR POOR SOLS. B. SECONDARY CONCEPTED ENGINEES MODIUME ON WITTEN APPROVAL.

 ALLOWABLE SOIL PRESSURE = 2500 PAY (ASSURED.).

 MICH.-MITHE SOILS SHALL BE REMOVE FROM BORE ARCA AND SHALL NOT BE
 RESISTO FOR BACKFILL.
- 4. ALL DECLAYATIONS PREPLACED TOR PLACEDORY OF CHARGEST SHALL BE OF INSCRIPTIONS DISCLE, SUSPINIONALLY PROSECURED, AND PREPLACED AND ANY LOCKE, INSCRIPTION DISCLESS OF PROCESS DISCLESS AND SHACKED THE PRESIDENCE OF POLICIAISM WATER SHALL BE ANY LOCKED AND THE DESCRIPTION AND WATER SHALL BE OF PROMOBED AND THE DESCRIPTION AND ANY LOCKED PROCESS DISCLESS DISCLESS
- CONCRETE POLICIATIONS SHALL NOT BE PLACED ON ORGANIC OR LIPSUITABLE MATERIAL. IF AUGULATE BERNING CHARGIT IS NOT ADDRESS AT THE CESSARIO DECIVATION OF COST, THE LIBRARISHFORTY SOL SOLL BE EXCHARGED TO THE FULL DEPTH AND THICK BE REPLACED. THE HEDMANDALLY COMPACTED TO THE FULL DEPTH AND THICK BE REPLACED. THE SHALL PLACE PROCESSING FOR THE STANDARD STANDARD SHALL BE SHALL BE SHALL BE REPLACED. TO STANDARD SHALL BE SHALL BE
- AL EXCAVATORS SHALL BE CLEAR OF UNBLITABLE MATERIAL BUCH AS MERITATOR. TRAIN DEPOS. AND 20 PORTS PROOF TO SACK FILLIOL BUCH TAL AND AND DAYS DAYS. I. D. STOP HALL, THE TRAIN CLOSE OF CLOSE TITLES. OVER 2 1/2" JAN DIBERBOOKS. ALL BACK FILL BHALL BE FLACTO IN COMPACTED LAYER.
- AL FILL MATCHAED AND FOLHOLITCH GACH FILL SHALL BE PLACED IN MARBIANE 8" THICK LIFTS BUTTON COMPACTION. CACH LIFT SHALL BE WEITTO IN MEGANIZO AND COMPACTED TO NOT LESS THAN 95X OF THE MODITOR PROTOCH MARBAIN ONY DESITY FOR SQUIL NA COMPAGES WITH ASTEM 01557.
- 7. NEISLY PLACED CONCRETE FOUNDATIONS GHALL CURE A MINISTRA OF 72 HRS. PRICH TO BACK FILLING.
- PROPERTY CHARGES SHALL BE SLICED TO FORTHER CONTING DAMBING AND PROPERTY STANDARD WATER. THE CHAIL STREET, ELECTRON OF ELECTRIC RESIDENCE, THE CHAIL STREET, ELECTRON CONTINGENCY, ELECTRON FOR A MANDROW OF A WASTE OF THE CHARGE STREET, FROM CONTINGENCY, ELEVATIONS, PRICE SERVICE FILL STANDARD OF A WASTE SHALL SHALL SHALL STANDARD WATER SCHOOL FILL STANDARD STREET, SOCIETAL
- 8. HINLY GRAZED GRAVEL REPEACE MELAS TO PICTURE CHANG, SHALL BE DOMESTO WITH CENTERLE PRIME PIECE THRAE-JOST ALL MAMERICULED BY 1998 CONTINUE PLANS. THE OPERATION OF CONTINUE PLANS. THE GROTICE PLANS CHAIL SE ROLLE PLANS TO CONTINUE PLANS CHAIL SE ROLLE PLANS CHAIL PLANS CHAIL SE CONFOLD WITH A MINIMAN OF 4 CULP COMPACTURE STREET STREET ON STREET PLANS CHAIL SE STREET SE POST THE NO. 37 FOR PLANS CHAIL SE ROLLE PLANS CHAIL SE
- 10. IN ALL AREAS TO RECEIVE FILL REMOVE ALL VEGETATION, TEPSOL, DEBRIS
 WET AND UNSATISFACTION SCI. MATERIALS, COSTRUCTIONS, AND DILETTOPOUS
 MATERIALS REAM OPCOME DISPACE, PLOY STORP OR REMOVE THAT PLI,
 MATERIAL THAN 11 EARD WITH (0)/PREPARED SOLD SUPPOCE.
- 11. WHEN BUB GRADE ON PREPARED GROUND BURFACE HAS A DOUBTY LESS THAN BRAT RUDWINGS FOR THE FILL NATIONAL, BRADEY THE GROUND SURFACE TO DEPTH REQUIRED, POLLYDID, BUTFACE CONDITION MODICAL REART. THE SOLE, AND RECOMPACE TO THE REQUIRED GROUND STATE FELS.

- 12. H. AREAS WHON (AT GRAWD, BARFACHO) IS REMOVED ON DISTURBED DUTING ODSTRUCTION OF DEALWRING, REPLACE CRAME, SHEFACHO, YOU ARRIVE ADJACTION OF BASTRORD TO THE SAME THROOPESS AND DEPARTMENT AS SPECIAL BUT HE SHEET THROOPESS AND DEPARTMENT AS SPECIAL BUT FROM COMMUNICATION SHALL BUT FROM THE SHEET AND THROUGH AND THR
- IL (E) CRAVEL SURPACING MAY NOT BE RELISED.
- 15. PROTECT (E) CHANEL RAFFACHO AND SUB GRADE IN AREAS WHITE EQUIPMENT LANDS WILL GERRAT. USE PLANCHO TANTE OF OMICE SUFFABLE PROTECTION DESIGNED TO SPECIA COUNTYPHI CLAUS AS WAY SE RECESSARY, ESPARA MAY DIAMACE TO (C) CRANEL SUFFACIO OR SUB GRADE WHITE BUICD DAMACE IS DULT TO THE CONTROLLEDS OPERATIONS.
- DAMAGE TO (E) STRUCTURES AND/OR UTILITIES RESULTING FROM CONTRACTORS MEGLICIMES SHALL BE REPAIRED AND/OR REPLACED TO THE OWNERS SAMPACROM AT NO ADMINISTRACTORS TO THE CONTRACT.
- ALL SMITABLE BORROW MATCHAL FOR GACH FILL OF THE STRE SHALL BIT BIGLIDED IN THE BIOL CLASSES TOPSOL, AND UNSUITABLE BIATCHAL SHALL BE DEPOSED OF OUR BITE AT LOCATIONS APPROVED BY GOACHGING ACCIOCS AY NO ADDITIONAL COST IN DRES OMERICAN.



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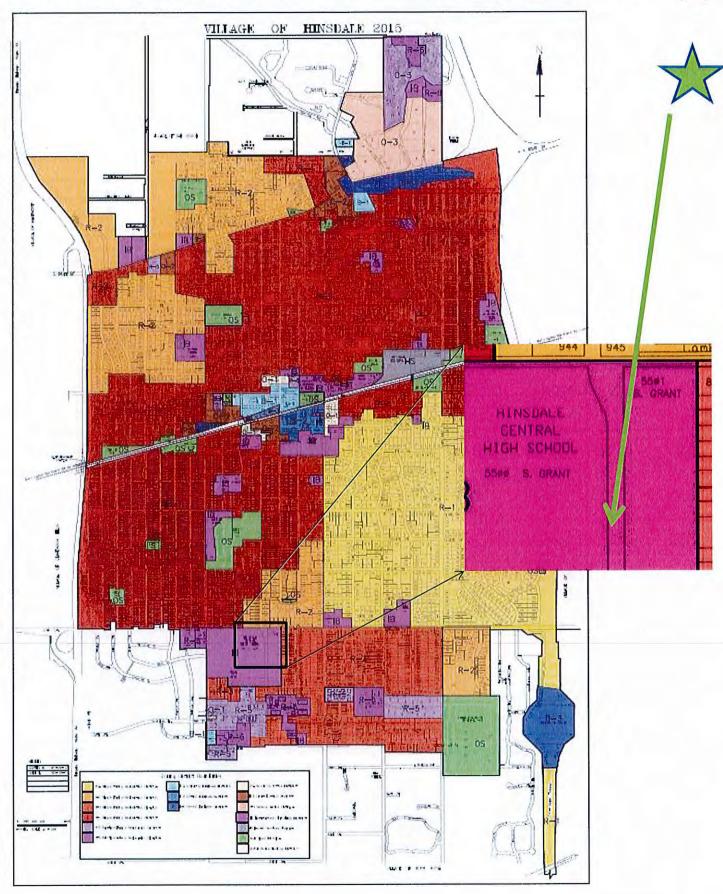
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Attachment 4: Village of Hinsdale Zoning Map and Project Location





VILLAGE OF HINSDALE

ORDINANCE	NO.	

AN ORDINANCE AMENDING TITLE 7 (PUBLIC WAYS AND PROPERTIES),
CHAPTER 1 (STREETS AND SIDEWALKS), ARTICLE G (CONSTRUCTION OF
UTILITY FACILITIES IN RIGHTS-OF-WAY) AND TITLE 13
(TELECOMMUNICATIONS), CHAPTERS 1 (GENERAL PROVISIONS) AND 6 (FEES
AND COMPENSATION) RELATIVE TO INSTALLATIONS OF SMALL CELL
FACILITIES AND DISTRIBUTED ANTENNA SYSTEMS IN PUBLIC RIGHTS-OF-WAY

WHEREAS, the Village of Hinsdale ("Village") uses the public rights-of-way within its corporate limits to provide essential public services to its residents and businesses; and

WHEREAS, the public rights-of-way within the Village are a limited public resource held in trust by the Village for the benefit of its citizens and the Village has a custodial duty to ensure that the public rights-of-way are used, repaired and maintained in a manner that best serves the public interest; and

WHEREAS, utility service providers, including electricity, telephone, natural gas and cable television and video service providers have placed, or from time to time may request to place, certain utility facilities in the public rights-of-way within the Village; and

WHEREAS, the President and Board of Trustees of the Village have previously adopted regulations, in Title 7 (Public Ways and Property) and Title 13 (Telecommunications) of the Village Code of Hinsdale ("Village Code"), among other places, relative to the installation of distributed antenna systems within the public rights-of-way of the Village; and

WHEREAS, several years having since passed, the Village finds it to be in the best interests of the Village to make certain amendments to the previously approved regulations to reflect various changing conditions, including but not limited to, specifically referencing small cell facilities in addition to distributed antenna systems, all as set forth below.

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

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

SECTION 2: Title 7 (Public Ways and Properties), Chapter 1G (Construction of Utility Facilities in Rights-of-Way), Section 2 (Definitions), is amended by insertion of the following definition in the existing text:

"SMALL CELL FACILITY: A wireless telecommunications facility consisting of an antenna and related equipment either installed singly or as part of a network to provide coverage or enhance capacity in a limited defined area. Generally single-service provider installation."

SECTION 3: Title 7 (Public Ways and Properties), Chapter 1G (Construction of Utility Facilities in Rights-of-Way), Section 4 (Permit Required; Applications and Fees), subsection D (Supplemental Application Requirements For Specific Types Of Utilities) is amended to read in its entirety as follows:

- D. Supplemental Application Requirements For Specific Types Of Utilities: In addition to the requirements of subsection C of this section, the permit application shall include the following items, as applicable to the specific utility that is the subject of the permit application:
- 1. In the case of the installation of a new electric power, communications, telecommunications, cable television service, video service or natural gas distribution system, evidence that any "certificate of public convenience and necessity" or other regulatory authorization that the applicant is required by law to obtain, or that the applicant has elected to obtain, has been issued by the ICC or other jurisdictional authority;
- 2. In the case of natural gas systems, state the proposed pipe size, design, construction class, and operating pressures;
- 3. In the case of water lines, indicate that all requirements of the Illinois environmental protection agency, division of public water supplies, have been satisfied;
- 4. In the case of sewer line installations, indicate that the land and water pollution requirements of the Illinois environmental protection agency, division of water pollution control, and other local or state entities with jurisdiction, have been satisfied; or
- 5. In the case of petroleum products pipelines, state the type or types of petroleum products, pipe size, maximum working pressure, and the design standard to be followed.
- 6. In the case of distributed antenna systems and small cell facilities, state whether the applicant is seeking to place all or a portion of the system within a residential zoning district or design review overlay district and, if so, an explanation as to why placement of the system entirely outside of such districts would materially compromise the functioning of the system or is otherwise impractical. Applications for installation of distributed antenna systems or small cell facilities shall also include proof that the telecommunications carrier or provider is registered with the village pursuant to section 13-2-1 of this code.

SECTION 4: Title 7 (Public Ways and Properties), Chapter 1G (Construction of Utility Facilities in Rights-of-Way), Section 5 (Action on Permit Applications), is amended at subsection D., to read in its entirety as follows:

- "D. Additional Village Review of Applications for Installation of Distributed Antenna Systems and Small Cell Facilities. Applications to install distributed antenna systems and small cell facilities in the right-of-way are subject to the following application review and approval procedures.
- 1. Initial Application Review: Upon submission of a completed application for installation of a distributed antenna system or small cell facility in the right of way, the village manager or his or her designee shall review the application for completeness and compliance with the requirements of this article, and for the location of the proposed system.
- 2. Administrative Approval Of Nonresidential Application: If an application seeks installation of a distributed antenna system in right of way locations that are entirely outside of residential zoning districts and design review overlay districts, the village manager or his or her designee shall review the application and issue a permit pursuant to subsection A of this section upon finding that the proposed work conforms to the requirements of this article and applicable ordinances, codes, laws, rules and regulations.
- 3. Village Board Of Trustees Review And Determination Regarding Residential Or Design Review Overlay District Applications: If an application seeks installation of a distributed antenna system in right of way locations that include any locations within a residential zoning district or design review overlay district. the application, uUpon being found to contain all required information and to be otherwise complete, an application for installation of a distributed antenna system or small cell facility in the public right of way shall be forwarded for review to the village's board of trustees. The board of trustees, upon receipt of an application seeking installation of a distributed antenna system in the right of way that includes locations within a residential zoning district or a design review overlay district, shall review the application at its next regularly scheduled meeting. Notice of the meeting at which the application shall be considered shall be provided at least seven (7) days prior to the meeting via certified mail to all taxpayers of record of properties within two hundred fifty feet (250') of any node proposed to be placed in a residential zoning district or within the village's design review overlay district at the address listed with the treasurer of the applicable county for payment of real estate property taxes on the property. At the meeting where the application is considered, board of trustees may seek input from the applicant, village engineer, village staff, residents and other concerned parties relative to the proposed system or facility and its location. The board of trustees may suggest alternative locations for location of the system, facility or particular nodes and other equipment. The board of trustees may continue the matter for

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additional input or submissions, or take other action as it deems necessary to reach a reasoned determination on the application. The board of trustees shall consider whether the application conforms to all village requirements for construction of utility facilities in the rights of way, including the requirements of this article and applicable ordinances, codes, laws, rules and regulations, and, for a system or facility proposed for placement in a residential zoning district or design review overlay district, whether placement of the system or facility at the proposed locations instead of outside of the residential zoning district or design review overlay district, or at any ZPS_Board of Trustees suggested alternative location within the residential zoning district or design overlay district, is necessary for effective technical functioning of the system or facility, and shall then either approve the application, with or without reasonable conditions, or deny the application.

4. Time Limit For Village Consideration: The village shall ensure that fully completed applications for installation of distributed antenna systems or small cell facilities receive timely consideration. Unless otherwise acted on by the village, a fully completed application shall be deemed granted ninety (90) days after submission, provided the applicant has complied with applicable village codes, ordinances and regulations. The ninety (90) day period can be extended by agreement. (Ord. O2015-01, 1-20-2015)

SECTION 5: Title 7 (Public Ways and Properties), Chapter 1G (Construction of Utility Facilities in Rights-of-Way), Section 15 (Location of Facilities), subsection J., is amended to read in its entirety as follows:

- J. . Distributed Antenna Systems and Small Cell Facilities:
- 1. Collocation; Existing Poles: All equipment related to a distributed antenna system or small cell facility shall be mounted/collocated on existing poles or other existing structures unless it can be shown by the applicant either that a new pole is required in order for the system or facility to function effectively or that an alternate location will be less obtrusive and/or more beneficial to the public. Equipment may be housed in a cabinet at ground level only with the approval of the village as to location and with appropriate screening. The design of any new pole requested shall be subject to approval by the village board. (Ord. O2015-01, 1-20-2015)
- 2. Visual Impact: An applicant seeking installation of a distributed antenna system or small cell facility must demonstrate that it has made efforts to blend or camouflage the system or facility with existing facilities and surroundings or has otherwise screened or concealed the system or facility from view. Approved blending methods include, but are not limited to, location of equipment other than antennas within a tree canopy or other inconspicuous location, use of green, brown or other colored equipment (if commercially available to the applicant) designed to mimic the colors and/or materials of the tree canopy, collocation

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structure or other environmental features or nearby structures, as well as use of textures and shapes as appropriate, all with the intent of minimizing the visual impact of the system or facility. Unnatural colors and exposed cables are prohibited absent specific village approval.

- 3. Minimum Height: All pole mounted distributed antenna systems or small cell facilities shall be installed at a minimum height of nine feet (9') above the ground. Equipment may be housed in a cabinet at ground level only with the approval of the village as to location and with appropriate screening.
- 4. Maximum Height: Distributed antenna systems or small cell facilities may not extend more than seven feet (7') above the height of the existing pole or other structure on which it is installed.
- 5. Size: Distributed antenna systems or small cell facilities, including related equipment enclosures, shall conform to the size limitations in subsection A5 of this section. Equipment enclosures shall not be oversized based on anticipated future needs unless specifically approved by the village.
- 6. Residential Placements: Where distributed antenna systems or small cell facilities are placed in residential or design overlay districts, every effort shall be made to avoid placement at right of way locations directly in front of a residence. If placement directly in front of a residence is absolutely necessary for technological reasons, the village has the right to require screening or impose other design mitigation requirements.
- 7. Alternative Locations: The village may request that a particular node or nodes be placed in an alternative location to that proposed by the applicant. Where a request for an alternative location is unable to be accommodated by an applicant, the applicant shall supply an explanation in writing as to why the suggested alternative location will materially compromise the functioning of the system or facility or is otherwise impractical. (Ord. O2012-36, 9-4-2012)

SECTION 6: Title 13 (Telecommunications), Chapter 1 (General Provisions), Section 2 (Definitions), is amended by insertion of the following definition in the existing text:

"SMALL CELL FACILITY: A wireless telecommunications facility consisting of an antenna and related equipment either installed singly or as part of a network to provide coverage or enhance capacity in a limited defined area. Generally single-service provider installation."

SECTION 7: Title 13 (Telecommunications), Chapter 6 (Fees and Compensation), is amended by amending Section 13 (Distributed Antenna System Application Fee), to read in its entirety as follows:

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"13-6-13: DISTRIBUTED ANTENNA SYSTEM/SMALL CELL FACILITY APPLICATION FEE:

Applications for installation of each distributed antenna system site or small cell facility that is are subject to the zoning and public safety review and approval procedures set forth in section 7-1G-5.D.3. shall be subject to a one time application fee of two hundred and fifty dollars (\$250.00) relating to the review, issuance and administration of the application. Applicants are required to pay such fee at the date such application is submitted.

SECTION 8: Severability and Repeal of Inconsistent Ordinances. Each section, paragraph, clause and provision of this Ordinance is separable, and if any section, paragraph, clause or provision of this Ordinance shall be held unconstitutional or invalid for any reason, the unconstitutionality or invalidity of such section, paragraph, clause or provision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

SECTION 9: Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law.

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PASSED this day of	2017.	
AYES:		
NAYS:		
ABSENT:		
APPROVED by me thisthe Village Clerk this same day.	_ day of	_, 2017, and attested to by
	Thomas K. Cauley, Jr., Vill	age President
ATTEST:		
Christine M. Bruton, Village Clerl	k	
This Ordinance was publishe		rm on the day of
Christine M. Bruton, Village Cler	 k	



REQUEST FOR BOARD ACTION Community Development

AGENDA SECTION:

First Reading - ZPS

Exterior Appearance Plan for Front and Rear Facade Modifications for

SUBJECT:

new access to 2nd FL. for existing Building in the B-2 District

36 E. Hinsdale Avenue - Case A-05-2018

MEETING DATE:

March 6, 2018

FROM:

Chan Yu, Village Planner

Recommended Motion

Approve an Ordinance approving Exterior Appearance Plans for front and rear building facade work - 36 E. Hinsdale Avenue.

Background

The Village of Hinsdale has received an Exterior Appearance Plan review application from Finn Daniels Architects, on behalf of the building owner, Ms. Jane Foster, requesting approval to modify the front and rear façade of an existing 2-story commercial building at 36 E. Hinsdale Avenue. The building is in the downtown historic district of the B-2 Central Business District.

The front modification plan to the 2-story commercial building will not affect the building dimensions. Per the applicant, the building height, setbacks, and floor area ratio will not change. The proposed plan includes a new front entry alcove on the building's east corner. leading to a stair to the vacant 2nd floor.

The alcove will use new brick and a granite base to match the existing building materials. A new black aluminum door and aluminum window storefront is also planned for the existing first floor entrance (former Verizon space).

The rear modification plan includes removing an existing blue colored overhead door on the southwest corner of the building, and infilling the space with brick to match the current brick. The blue awning and existing 3-foot wide rear door is to be replaced by a new 5-foot wide aluminum door entry and blank black awning. A new brick clad elevator tower is proposed on the roof that will not be taller than the existing height of the building. The rear entry leads to a common lobby, with access to an elevator and stair leading to the vacant 2nd floor.

Discussion & Recommendation

On February 14, 2018, the Plan Commission unanimously recommended approval, 7-0 (2) absent), for the exterior appearance plan application, as submitted.

Village Board and/or Committee Action

N/A

Documents Attached

Draft Ordinance

REQUEST FOR BOARD ACTION



- Exterior Appearance Application Request and Exhibits
 Zoning Map and Project Location
- 3. Street View of 36 E. Hinsdale Avenue
- 4. Birds Eye View of 36 E. Hinsdale Avenue
- 5. Draft Findings and Recommendations (February 14, 2018, PC Meeting)

VILLAGE OF HINSDALE

	ORDINANCE	NO	
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AN ORDINANCE APPROVING EXTERIOR APPEARANCE PLANS FOR FRONT AND REAR BUILDING FAÇADE WORK-36 E. HINSDALE AVE.

WHEREAS, Shaun Blomquist of Rebecca Olson Architect, LLC on behalf of owner Jane Foster (the "Applicant") has submitted an application (the "Application") seeking exterior appearance plan approval related to front and rear building façade work to the existing building at 36 E. Hinsdale Ave. (the "Subject Property"). The Subject Property is legally described in **Exhibit A** attached hereto and made a part hereof; and

WHEREAS, the Subject Property is located in the Village's B-2 Central Business Zoning District and is currently improved with a two-story commercial building. On the front façade, the Applicant seeks to replace the existing window frames with a new aluminum higher efficiency storefront system and to replace the double door with a single door. The Applicant also seeks to create a new front entry alcove leading to the second floor for a potential future tenant. On the rear façade, the Applicant seeks to remove the existing blue overhead door (including track assembly) and to infill the opening with matching brick. The Applicant also seeks to remove the existing blue rear door and to replace it with a new aluminum entry door with side-window. The rear façade plan also includes replacing the existing blue awning sign with a blank black awning sign, replacing existing electrical service conduit and painting the conduit to match the existing brick color. The Applicant also seeks to add a new brick clad elevator tower to the roof of the building. Additionally, the Applicant wishes to replace the existing louver with a new larger louver. Plans relate to the exterior of the building, not to the site. The proposed work is depicted in the Exterior Appearance Plans attached hereto as Exhibit B and made a part hereof; and

WHEREAS, the Application has been referred to the Plan Commission of the Village and has been processed in accordance with the Hinsdale Zoning Code ("Zoning Code"), as amended; and

WHEREAS, on February 14, 2018, the Plan Commission of the Village of Hinsdale reviewed the Application at a public meeting pursuant to notice given in accordance with the Zoning Code; and

WHEREAS, the Plan Commission, after considering all of the testimony and evidence presented at the public meeting, recommended approval of the proposed Exterior Appearance Plans on a vote of seven (7) ayes, zero (0) nays, and two (2) absent, as set forth in the Plan Commission's Findings and Recommendation in this case ("Findings and Recommendation"), a copy of which is attached hereto as **Exhibit C** and made a part hereof. The Plan Commission has filed its report of Findings and Recommendation regarding the approval sought in the Application with the President and Board of Trustees; and

WHEREAS, the President and Board of Trustees have duly considered the Findings and Recommendation of the Plan Commission, and all of the materials, facts and circumstances affecting the Application, and find that the Application satisfies the standards established in subsection 11-606E of the Zoning Code governing exterior appearance review, subject to the conditions stated in this Ordinance.

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

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

SECTION 2: Approval of Exterior Appearance Plans. The Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and Section 11-606 of the Hinsdale Zoning Code, approves the Exterior Appearance Plan attached to, and by this reference, incorporated into this Ordinance as **Exhibit B** (the "Approved Plans"), subject to the conditions set forth in Section 3 of this Ordinance.

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

- A. <u>Compliance with Plans</u>. All work on the exterior of the Subject Property shall be undertaken only in strict compliance with the Approved Plans attached as **Exhibit B**.
- B. <u>Compliance with Codes, Ordinances, and Regulations.</u> Except as specifically set forth in this Ordinance, the provisions of the Hinsdale Municipal Code and the Hinsdale Zoning Code shall apply and govern all development on, and improvement of, the Subject Property. All such development and improvement shall comply with all Village codes, ordinances, and regulations at all times.
- C. <u>Building Permits</u>. The Applicant shall submit all required building permit applications and other materials in a timely manner to the appropriate parties, which materials shall be prepared in compliance with all applicable Village codes and ordinances.

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

SECTION 5: Severability and Repeal of Inconsistent Ordinances. Each section, paragraph, clause and provision of this Ordinance is separable, and if any section, paragraph, clause or provision of this Ordinance shall be held unconstitutional or invalid for any reason, the unconstitutionality or invalidity of such section, paragraph, clause or

2

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provision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict are hereby repealed.

SECTION 6: Effective Date. This Ordinance shall be in full force and effect from

and after its passage, approval, and publication in the manner provided by law. ADOPTED this _____ day of _____, 2018, pursuant to a roll call vote as follows: AYES: _____ NAYS: ABSENT: APPROVED by me this _____ day of _____, 2018, and attested to by the Village Clerk this same day. Thomas K. Cauley, Jr., Village President ATTEST: Christine M. Bruton, Village Clerk ACKNOWLEDGEMENT AND AGREEMENT BY THE APPLICANT TO THE CONDITIONS OF THIS ORDINANCE: By: _____ Its: _____ Date: ______, 2018

EXHIBIT A

LEGAL DESCRIPTION OF THE SUBJECT PROPERTY

Lot 1 (except the East 49.35 feet thereof), all of Lot 2 and the East .75 feet of Lot 3 in Lake's Subdivision of Lots 1, 3 and 4 in Block 2 of the Original Town of Hinsdale, in the East 1/2 of the Northwest 1/4 of Section 12, Township 38 North, Range 11, East of the Third Principal Meridian, according to the plat thereof recorded November 4, 1871, as Document 14562, in Du Page County, Illinois.

P.I.N. 09-12-129-005

COMMONLY KNOWN AS: 36 E. HINSDALE AVENUE, HINSDALE, IL 60521

EXHIBIT B

APPROVED EXTERIOR APPEARANCE PLANS (ATTACHED)

EXHIBIT C

FINDINGS AND RECOMMENDATION (ATTACHED)



Existing Exterior - Front



Front Elevation - View 1

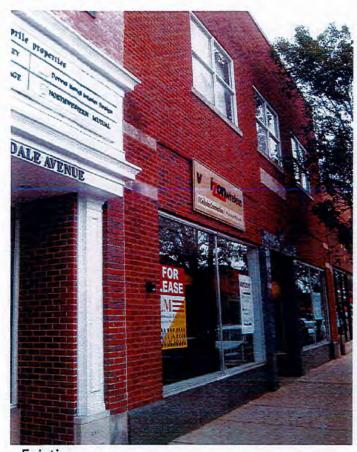
Return into Alcove

01.24.2018

Proposed Exterior Renovations to 36 E. Hinsdale Avenue Hinsdale, IL 60521

Rebecca Olson

Rebecca Olson Architect, LLC 2145 Ford Parkway, Suite 301 Saint Paul, Minnesota 55116 651,888,6885



Existing



Proposed

Existing 7' Wide Entry Alcove

New Aluminum Storefront (to Match Existing)

New 5' Wide Entry Alcove & Storefront Entry (to Match Existing)

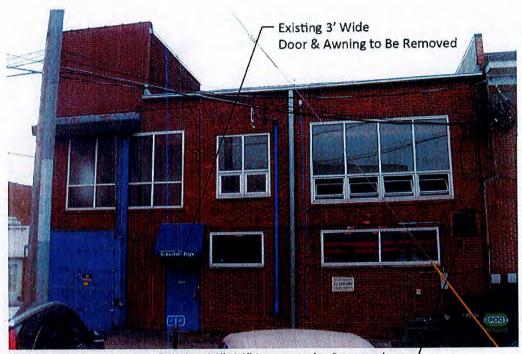
01.24.2018

Front Elevation - View 2

Proposed Exterior Renovations to 36 E. Hinsdale Avenue Hinsdale, IL 60521

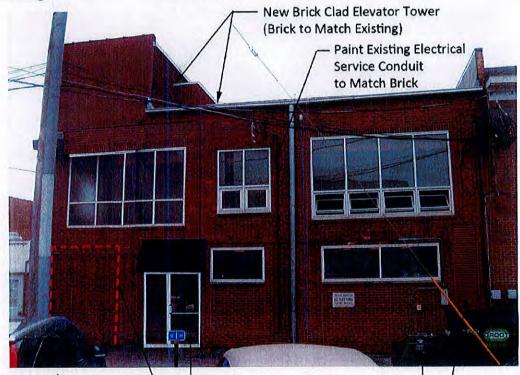
Rebecca Olson

Rebecca Olson Architect, LLC 2145 Ford Parkway, Suite 301 Saint Paul, Minnesota 55116 651.888.6885



Existing

Existing 24"x24" Louver to be Removed-



Proposed

Remove Overhead Door-& Track, Infill with Brick (to Match Existing)

Rear Elevation

New 5' Wide Aluminum

Storefront

New Gas Meter-

New 24"x72"

Aluminum Louver

Entry & Awning (Paint to Match Brick) 01.24.2018

Proposed Exterior Renovations to 36 E. Hinsdale Avenue Hinsdale, IL 60521 Rebecca Olson

Rebecca Olson Architect, LLC 2145 Ford Parkway, Suite 301 Saint Paul, Minnesota 55116 651.888.6885



VILLAGE OF HINSDALE COMMUNITY DEVELOPMENT DEPARTMENT

PLAN COMMISSION APPLICATION

I. GENERAL INFORMATION

Applicant	Owner
Name: Shaun Blomquist	Name:Jane Foster
Address: 2145 Ford Parkway Suite 301	Address: 165 Pheasant Hollow Drive
City/Zip: St. Paul, MN 55116	City/Zip: Burr Ridge, IL
Phone/Fax: (<u>651) 888-6886 /</u>	Phone/Fax: (630) 323-1344 /
E-Mail: <u>shaun@finn-daniels.com</u>	E-Mail: <u>Jetset@yahoo.com</u>
Others, if any, involved in the project (i.e. A	rchitect, Attorney, Engineer)
Name: Rebecca Olson	Name:
Title: Architect	Title:
Address: 2145 Ford Parkway, Suite 301	Address:
City/Zip: St. Paul, MN 55116	City/Zip:
Phone/Fax: (651) 690-5525 /	Phone/Fax: ()/
E-Mail: becky@finn-daniels.com	E-Mail:
Disclosure of Village Personnel: (List the name of the Village with an interest in the owner of record, the application, and the nature and extent of that interest)	e, address and Village position of any officer or employee he Applicant or the property that is the subject of this
1)	
2)	
3)	

11. SITE INFORMATION

Address of subject property: 36 E. Hinsdale Ave	enue, Hinsdale, IL 60521
Property identification number (P.I.N. or tax num	nber): <u>09 - 12 - 129 - 005</u>
Brief description of proposed project:	
	entry alcove of salvaged/new materials to match existing, , new elevator tower of equal height and materials of
existing, with limited views from parking lot.	·
General description or characteristics of the site	No proposed changes to site.
·	
Existing zoning and land use:	
Surrounding zoning and existing land uses:	•
	Oth
North: OS	South:
East:	West:
Proposed zoning and land use:	
Please mark the approval(s) you are seeking standards for each approval requested:	and attach all applicable applications and
,	D. Mars and Took Are as Ive at 14 0045
☐ Site Plan Approval 11-604	■ Map and Text Amendments 11-601E Amendment Requested:
☐ Design Review Permit 11-605E	
☑ Exterior Appearance 11-606E	
D. Chasial Has Parmit 14 COSE	☐ Planned Development 11-603E
□ Special Use Permit 11-602E Special Use Requested:	☐ Development in the B-2 Central Business
	District Questionnaire
	-

TABLE OF COMPLIANCE

Address of subject property: _	36 E. Hinsdale Avenu	ue, Hinsdale, IL 60521	
The following table is based or	n the <u>B-2</u> Zoni	ing District.	
You may write "N/A" if the application does NOT affect the building/subject property.	Minimum Code Requirements	Existing Development	Proposed Development
Lot Area (SF)	N/A		
Lot Depth		-	
Lot Width	N/A N/A		
Building Height	N/A		
Number of Stories	N/A		
Front Yard Setback	N/A	-	
Corner Side Yard Setback	N/A		
Interior Side Yard Setback	N/A		
Rear Yard Setback	N/A		
Maximum Floor Area Ratio (F.A.R.)*	N/A		
Maximum Total Building Coverage*	N/A		
Maximum Total Lot Coverage*	N/A		
Parking Requirements	N/A		
Parking front yard setback	N/A		
Parking corner side yard setback	N/A		
Parking interior side yard setback	N/A		
Parking rear yard setback	N/A		
Loading Requirements	N/A		
Accessory Structure Information	N/A		
* Must	provide actual squar	re footage number a	nd percentage.
Where any lack of compliance is shown application despite such lack of comp		explain the Village's authori	ity, if any, to approve the



COMMUNITY DEVELOPMENT DEPARTMENT EXTERIOR APPEARANCE AND SITE PLAN REVIEW CRITERIA

Address of proposed request:

36 E. Hinsdale Road

REVIEW CRITERIA

Section 11-606 of the Hinsdale Zoning Code regulates Exterior appearance review. The exterior appearance review process is intended to protect, preserve, and enhance the character and architectural heritage and quality of the Village, to protect, preserve, and enhance property values, and to promote the health, safety, and welfare of the Village and its residents. Please note that Subsection Standards for building permits refers to Subsection 11-605E Standards and considerations for design permit review.

PLEASE NOTE If this is a non-residential property within 250 feet of a single-family residential district, additional notification requirements are necessary. Please contact the Village Planner for a description of the additional requirements.

FEES for Exterior Appearance/Site Plan Review:
Standard Application: \$600.00
Within 250 feet of a Single-Family Residential District: \$800

Below are the criteria that will be used by the Plan Commission, Zoning and Public Safety Committee and Board of Trustees in reviewing Exterior Appearance Review requests. Please respond to each criterion as it relates to the application. Please use an additional sheet of paper to respond to questions if needed.

- 1. Open spaces. The quality of the open space between buildings and in setback spaces between street and facades.
 - N/A. No proposed change to existing setbacks.
- 2. Materials. The quality of materials and their relationship to those in existing adjacent structures.
 - Granite Panels, Brick and Storefront, all either salvaged or to match existing finishes.
- General design. The quality of the design in general and its relationship to the overall character of neighborhood.
 - All new work will utilize either salvaged material or new finishes to match existing.

- 4. General site development. The quality of the site development in terms of landscaping, recreation, pedestrian access, auto access, parking, servicing of the property, and impact on vehicular traffic patterns and conditions on-site and in the vicinity of the site, and the retention of trees and shrubs to the maximum extent possible.
 - N/A. No proposed change in building site, landscaping, pedestrian/auto access or parking.
- 5. Height. The height of the proposed buildings and structures shall be visually compatible with adjacent buildings.
 - There are no proposed increase to the overall height of the building. Any vertical changes will be either equal to or lower than the existing building height.
- 6. Proportion of front façade. The relationship of the width to the height of the front elevation shall be visually compatible with buildings, public ways, and places to which it is visually related.
 - N/A. There is no proposed change to the proportions of the facades.
- 7. Proportion of openings. The relationship of the width to the height of windows shall be visually compatible with buildings, public ways, and places to which the building is visually related.
 - The front storefront is to be replaced w/matching, w/no proposd change to the existing openings. The rear storefront infill, adds a sidelight, and will be similar to the adjacent tenant.
- 8. Rhythm of solids to voids in front facades. The relationship of solids to voids in the front façade of a building shall be visually compatible with buildings, public ways, and places to which it is visually related.
 - All storefront work will be of equal size and appearance, utilizing existing openings. The proposed alcove is similar in width, and matches the finishes and height of the entry alcove.
- 9. Rhythm of spacing and buildings on streets. The relationship of a building or structure to the open space between it and adjoining buildings or structures shall be visually compatible with the buildings, public ways, and places to which it is visually related.
 - N/A. There is no proposed change in spacing of the buildings.
- 10. Rhythm of entrance porch and other projections. The relationship of entrances and other projections to sidewalks shall be visually compatible with the buildings, public ways, and places to which it is visually related.
 - The proposed alcove is similar in width, and matches the finishes and height of the entry alcove.
- 11. Relationship of materials and texture. The relationship of the materials and texture of the façade shall be visually compatible with the predominant materials to be used in the buildings and structures to which it is visually related.
 - All new work will utilize either salvaged material or new finishes to match existing.

12. Roof shapes. The roof shape of a building shall be visually compatible with the buildings to which it is visually related.

Any construction on the roof will be either equal to or lower than the existing roof structures, and will utilize finishes to match.

13. Walls of continuity. Building facades and appurtenances such as walls, fences, and landscape masses shall, when it is a characteristic of the area, form cohesive walls of enclosure along a street to ensure visual compatibility with the buildings, public ways, and places to which such elements are visually related.

N/A. No proposed change.

14. Scale of building. The size and mass of buildings and structures in relation to open spaces, windows, door openings, porches, and balconies shall be visually compatible with the buildings, public ways, and places to which they are visually related.

N/A. No proposed change to the overall size or scale or the building.

15. Directional expression of front elevation. The buildings shall be visually compatible with the buildings, public ways, and places to which it is visually related in its directional character, whether this be vertical character, horizontal character, or nondirectional character.

N/A. No proposed change.

16. Special consideration for existing buildings. For existing buildings, the Plan Commission and the Board of Trustees shall consider the availability of materials, technology, and craftsmanship to duplicate existing styles, patterns, textures, and overall detailing.

All new work will utilize either salvaged material or new finishes to match existing.

REVIEW CRITERIA - Site Plan Review

Below are the criteria that will be used by the Plan Commission and Board of Trustees in determining is the application <u>does not</u> meet the requirements for Site Plan Approval. Briefly describe how this application <u>will not</u> do the below criteria. Please respond to each criterion as it relates to the application. Please use an additional sheet of paper to respond to questions if needed.

Section 11-604 of the Hinsdale Zoning Code regulates Site Plan Review. The site plan review process recognizes that even those uses and developments that have been determined to be generally suitable for location in a particular district are capable of adversely affecting the purposes for which this code was enacted unless careful consideration is given to critical design elements.

 The site plan fails to adequately meet specified standards required by the Zoning Code with respect to the proposed use or development, including special use standards where applicable.

No proposed change to the site.

2. The proposed site plan interferes with easements and rights-of-way.

No proposed change to easements or rights of way.

3. The proposed site plan unreasonably destroys, damages, detrimentally modifies, or interferes with the enjoyment of significant natural, topographical, or physical features of the site.

No proposed change to the site.

4. The proposed site plan is unreasonably injurious or detrimental to the use and enjoyment of surrounding property.

No proposed change to the site.

The proposed site plan creates undue traffic congestion or hazards in the public streets, or the circulation elements of the proposed site plan unreasonably creates hazards to safety on or off site or disjointed, inefficient pedestrian or vehicular circulation paths on or off the site.

No proposed change to the site.

6. The screening of the site does not provide adequate shielding from or for nearby uses.

No proposed change in screening.

7. The proposed structures or landscaping are unreasonably lacking amenity in relation to, or are incompatible with, nearby structures and uses.

No proposed change in structure size, location or landscaping.

8. In the case of site plans submitted in connection with an application for a special use permit, the proposed site plan makes inadequate provision for the creation or preservation of open space or for its continued maintenance.

No proposed change to the site.

The proposed site plan creates unreasonable drainage or erosion problems or fails to fully and satisfactorily integrate the site into the overall existing and planned ordinance system serving the community.

No proposed change in drainage.

10. The proposed site plan places unwarranted or unreasonable burdens on specified utility systems serving the site or area or fails to fully and satisfactorily integrate the site's utilities into the overall existing and planned utility system serving the Village.

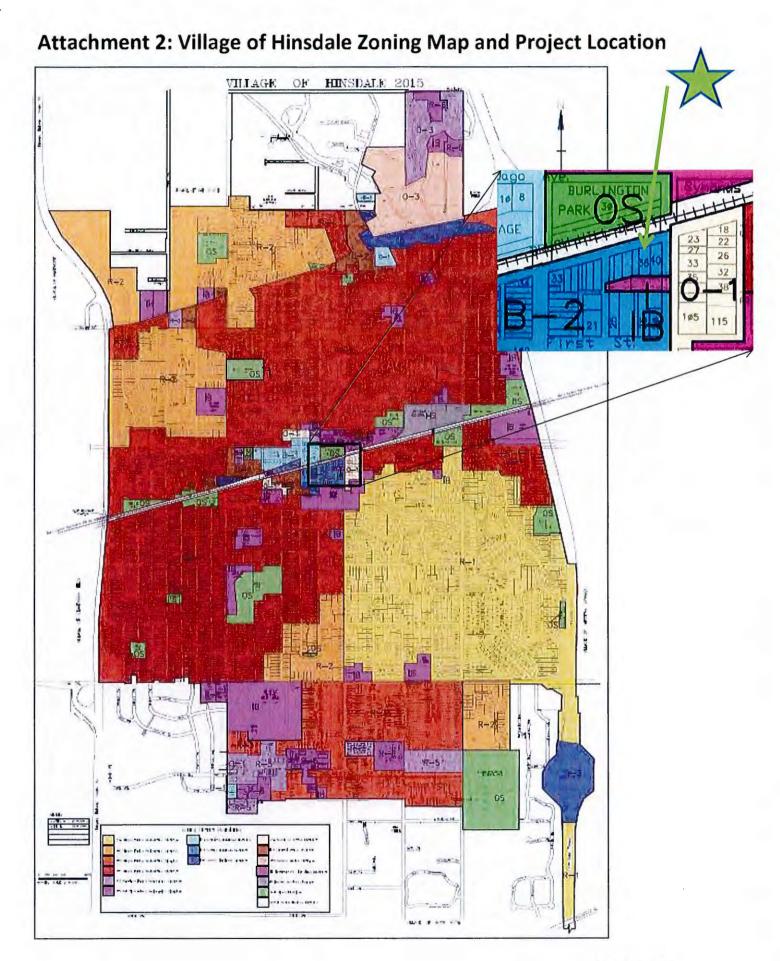
No proposed change to the site.

11. The proposed site plan does not provide for required public uses designated on the Official Map.

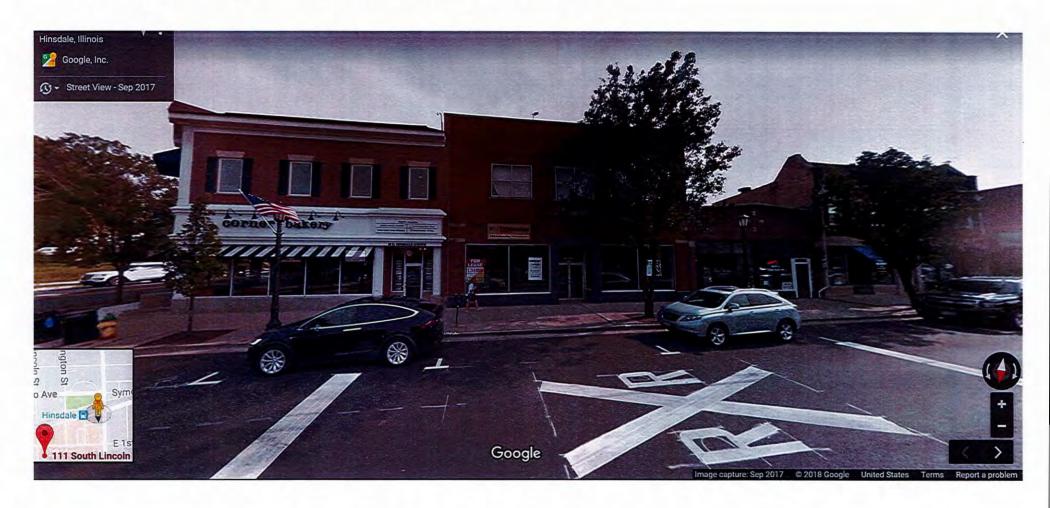
No proposed change to the site.

12. The proposed site plan otherwise adversely affects the public health, safety, or general welfare.

No proposed change to the site.



Attachment 3: Street View 36 E. Hinsdale Ave. (facing south)



Sign in

Attachment 4: Birds Eye View 36 E. Hinsdale Ave. (facing southwest)

HINSDALE PLAN COMMISSION

RE: Case A-05-2018 - Applicant: Shaun Blomquist (Rebecca Olson Architect, LLC) - 36 E. Hinsdale Avenue

Request: Exterior Appearance Review for front and rear building façade work in the B-2 Central Business District

DATE OF PLAN COMMISSION (PC) REVIEW:

February 14, 2018

DATE OF BOARD OF TRUSTEES 1ST READING:

March 6, 2018

FINDINGS AND RECOMMENDATION

I. FINDINGS

- 1. The PC heard testimony from the applicant's architect, Mr. Shaun Blomquist, on behalf of the building (36 E. Hinsdale Ave.) owner Ms. Jane Foster. He reviewed the front façade (facing Hinsdale Ave.) plan to replace: the existing window frames with a new aluminum, higher efficiency storefront system, current double door to single door, and creating a new entry alcove leading up to the 2rd floor for a future potential tenant. The applicant stated it will use new brick to match the existing brick and will use the salvaged existing granite base, or use matching new granite for the new entry alcove.
- 2. A Plan Commissioner asked if they will be replacing the 2nd floor windows. The applicant responded they will not replace the 2nd floor windows.
- 3. The applicant reviewed the rear façade plans to: remove the existing blue overhead door (including the track assembly) and infilling the opening with brick to match the existing brick, remove the existing blue door and replacing it with a new aluminum entry door with side-window, and replacing the existing blue awning sign with a blank black awning. The rear façade plan also includes replacing the existing electrical service conduit and painting it to match the existing brick color.
- 4. The rear façade existing 24"x24" fouver will be replaced with a new 24"x40" louver, versus what is shown on the exhibit 24"x72". Mr. Blomquist explained to the PC that the initial design was for a worst case scenario. It will be painted to match the building.
- The applicant explained that the new brick clad elevator tower, as shown on the exhibit, will not be taller than the original roof, so it will not be visible.
- A Plan Commissioner asked if there are plans to add additional (exterior) lighting to the building. The applicant responded no.
- 7. A Plan Commissioner asked if the base will be all granite. The applicant stated yes, they will remove approximately 5 feet of granite and salvage/reuse approximately 3 feet of it.
- 8. A Plan Commissioner asked what (future tenant) is being proposed for the 2nd floor. The applicant replied that he does not know, and that the application is for improvements for a general vacant space.
- A Plan Commissioner asked if they have any plans for screening the dumpster in the rear alley. The applicant stated he
 was not entirely sure.

II. RECOMMENDATIONS

Following a motion to recommend approval of the proposed exterior appearance plan as submitted, the Village of Hinsdale Plan Commission, on a vote of seven (7) "Ayes," and two (2) "Absent," recommends that the President and Board of Trustees approve the application as submitted.

THE HINSDALE PLAN COMMISSION BY:		, Chairma	ın
	Dated this	day of	. 2018.



AGENDA SECTION: First Reading – ZPS

Major Adjustment Application to Approved Planned Development for

Site Plan changes for Salt Creek Club at 830 N. Madison Street

Open Space District - Case A-10-2018

MEETING DATE: March 6, 2018

From: Chan Yu, Village Planner

Recommended Motion

Approve an Ordinance approving a Third Major Adjustment to a Site Plan and Exterior Appearance Plan for Site Plan Changes to the Property located at 830 N. Madison Street – Salt Creek Club.

Background

SUBJECT:

In 2017, staff performed a final inspection of the renovation at the Salt Creek Club at 830 N. Madison Street, and found it was not consistent with the major adjustment site plan approved on January 19, 2016. To this end, the applicant is requesting for a major adjustment to reflect the removal, relocation, and additions to the subject property, as summarized:

- 1. Eliminated proposed generator and associated arborvitae (east elevation).
- 2. Eliminated sand volleyball court and concrete basketball court (north elevation).
- 3. Reduced number of aborvitae from 21 to 11 (north elevation).
- 4. Failed to pave the garbage dumpster area at northeast corner of site (still in gravel).
- 5. Relocated paver patio with canopy (west elevation).
- Added additional parking space between tennis pavilion and paddle court 1 and one additional parking space near access road to pavilion (the aforementioned "additional" parking spaces are relocated from other areas, there is no net increase or decrease in parking (108 spaces)).
- 7. Widened asphalt driveway (east elevation).
- 8. Added new storage shed (12' W x 20' L) for pool supplies (west elevation).
- 9. Used permeable pavers in-lieu of asphalt for parking lot (north elevation).
- 10. Installed 6' cedar fence screening along the east side of parking lot.

On August 15, 2006, the Village Board approved a planned development, and concurrent special use permit, exterior appearance and site plan for the Salt Creek Club at 830 N. Madison Street (Attachment 2). On March 17, 2015, the Village Board approved a major adjustment for the Salt Creek Club to partially demolish and construct a new clubhouse (Ordinance O2015-10). On January 19, 2016, the Village Board approved a major adjustment to the clubhouse for the removal of: existing stone and set of windows, and the addition of: HVAC vents, a sliding patio door system, and the inclusion of a back-up generator.

Discussion & Recommendation

Should the Board find the request is <u>not</u> in substantial conformity with the Site Plan, "Move to refer the request to the Plan Commission for further hearing and review."



Village Board and/or Committee Action

N/A

Documents Attached

Draft Ordinance

- 1. Major Adjustment Application and Exhibits (Dated January 29, 2018)
- 2. Approved Planned Development Ordinance O2006-61 (Dated August 15, 2006)
- 3. Zoning Map and Project Location
- 4. Aerial View of 830 N. Madison Street
- 5. Approved Ordinances O2015-10 (March 17, 2015) and O2016-07 (January 19, 2016)

VILLAGE OF HINSDALE

ORDINANCE	NO.	

AN ORDINANCE APPROVING A THIRD MAJOR ADJUSTMENT TO A SITE PLAN AND EXTERIOR APPEARANCE PLAN FOR SITE PLAN CHANGES TO THE PROPERTY LOCATED AT 830 N. MADISON STREET - SALT CREEK CLUB

WHEREAS, the Village has previously, through adoption of Ordinance No. O2006-61 on August 15, 2006 (the "Original Ordinance"), approved a Planned Development Ordinance and Site Plan/Exterior Appearance Plan submitted by Applicant Salt Creek Club for the site located at 830 N. Madison Street, Hinsdale, Illinois (the "Subject Property"); and

WHEREAS, the Village has previously, through adoption of Ordinance No. 02015-10 on March 17, 2015 (the "First Major Adjustment"), approved a Major Adjustment to the Site Plan/Exterior Appearance Plan submitted by Applicant Salt Creek Club for redevelopment of the Subject Property, through partial demolition of the existing clubhouse, construction of a new clubhouse, and parking lot resurfacing and striping; and

WHEREAS, the Village has previously, through adoption of Ordinance No. 02016-07 on January 19, 2016 (the "Second Major Adjustment"), approved a Major Adjustment to the Site Plan/Exterior Appearance Plan submitted by Applicant Salt Creek Club to allow for the removal of existing stone and windows, and the addition of HVAC vents, a sliding patio door system and backup generator on the Subject Property; and

WHEREAS, the Village has now received an application (the "Application") for approval of a third major adjustment to the final approved Site Plan/Exterior Appearance Plan. Adjustments include removing the east elevation generator, reducing the east elevation arborvitae from 20 to 12, adding cedar fencing for screening A/C units behind 12 arborvitaes in east elevation, removing the north elevation sand volleyball and concrete basketball courts (replacing with grass sod and landscaping), reducing the north elevation arborvitae from 21 to 11, not paving the northeast garbage dumpster area with asphalt in north elevation, relocating the west elevation permeable paver patio with removable canopy further west, allowing one parking space between the tennis pavilion and paddle court 1 in west elevation, allowing one parking space near the access road to the tennis pavilion in north elevation, adding a widened asphalt driveway in east elevation, adding a new storage shed for pool supplies in west elevation, adding a permeable paver in-lieu of a new asphalt parking surface in north elevation, and adding screen cedar fencing on the eastside of said permeable surface parking spaces in north elevation (collectively, the "Proposed Modifications"). The Proposed Modifications are indicated in the revised plans from the Applicant attached hereto as Group Exhibit A and made a part hereof; and

WHEREAS, the Board of Trustees of the Village have duly considered the Application and Proposed Modifications, and all of the materials, facts and circumstances affecting the Application and Proposed Modifications, and find the Application and Proposed Modifications to be in substantial conformity with the previously approved plans, and that the standards set forth in Section 11-604 and 11-606 of the Zoning Code relating to exterior appearance and major adjustments to previously approved site plans are satisfied.

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

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

SECTION 2: Approval of a Third Major Adjustment to the Site Plan/Exterior Appearance Plan. The Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and the Hinsdale Zoning Code, hereby approves the major adjustment to the previously approved Site Plan/Exterior Appearance Plan for the Subject Property at 830 N. Madison in the form of the Proposed Modifications as depicted in the revised plans attached hereto as **Group Exhibit A** and made a part hereof.

Said major adjustment is approved subject to the conditions set forth in Section 3 of this Ordinance. The Original Ordinance and Site Plan and Exterior Appearance Plans previously approved in Ordinance Nos. 02015-10 and 02016-07 are hereby amended to the extent provided, but only to the extent provided, by the approvals granted herein.

SECTION 3: Conditions on Approval. The approval granted in Section 2 of this Ordinance is subject to the following conditions:

- A. <u>No Authorization of Work.</u> This Ordinance does not authorize the commencement of any work on the Subject Property. Except as otherwise specifically provided in writing in advance by the Village, no work of any kind shall be commenced on the Subject Property until all conditions of this Ordinance, or the Original Ordinance or in Ordinances 02015-10 and 02016-07, precedent to such work have been fulfilled and after all permits, approvals, and other authorizations for such work have been properly applied for, paid for, and granted in accordance with applicable law.
- B. <u>Compliance with Plans</u>. All development work on the Subject Property shall be undertaken only in strict compliance with the approval granted herein, and the approved plans and specifications, including the revised plans attached hereto as <u>Group Exhibit A</u> and made a part hereof.

- C. Compliance with Codes, Ordinances, and Regulations. Except as specifically set forth in this Ordinance, the Original Ordinance, the First Major Adjustment in Ordinance 02015-10 and the Second Major Adjustment in Ordinance 02016-07, the provisions of the Hinsdale Municipal Code and the Hinsdale Zoning Code shall apply and govern the development of the Subject Property. All such development shall comply with all Village codes, ordinances, and regulations at all times.
- D. <u>Building Permits</u>. The Applicant shall submit all required building permit applications and other materials in a timely manner to the appropriate parties, which materials shall be prepared in compliance with all applicable Village codes and ordinances.

SECTION 4: <u>Violation of Condition or Code</u>. Any violation of any term or condition stated in this Ordinance, or of any applicable code, ordinance, or regulation of the Village, shall be grounds for rescission by the Board of Trustees of the approvals set forth in this Ordinance.

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

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

ADOPTED this da	ay of		****	_, 2018, pursi	ant to	а
roll call vote as follows:						
AYES:						
NAYS:						
ABSENT:						
APPROVED by me thisattested to by the Village Clerk the				, 2018, a	and	
	Thomas K. Cau	ıley, Jr.	, Villaç	ge President		
ATTEST:						
Christine M. Bruton, Village Clerk	ζ					
ACKNOWLEDGEMENT AND CONDITIONS OF THIS ORDINA		BY ·	THE	APPLICANT	TO	THE
Ву:						
Its:						
Date:,	2018					

GROUP EXHIBIT A

SITE PLAN/EXTERIOR APPEARANCE PLAN REVISIONS (ATTACHED)



VILLAGE OF HINSDALE COMMUNITY DEVELOPMENT DEPARTMENT

PLAN COMMISSION APPLICATION

I. GENERAL INFORMATION

Applicant	Owner	
Name: STEWE LID LSFELD Address: 830 N Madison St City/Zip: Hinsdale, IL 60521 Phone/Fax: (630) 323 / 7890 E-Mail: SALTUREK 2 C CONCAST, NET	Name: Salt Creek Club Address: 830 N Madison, St City/Zip: Hinsdale, IL 60521 Phone/Fax: (*30) 323 /7890 E-Mail: saltcreek2@comcast.net	
Others, if any, involved in the project (i.e. A	rchitect, Attorney, Engineer)	
Name: Vince Caprio Title: Architect Address: 106 S Washington St City/Zip: Hinsdale, IL 60521 Phone/Fax: (***) 323 /7615 E-Mail: vcaprio@caprioprisby.com	Name:	
Disclosure of Village Personnel: (List the name of the Village with an interest in the owner of record, the application, and the nature and extent of that interest) 1) N/A 2)	e, address and Village position of any officer or employee he Applicant or the property that is the subject of this	

II. SITE INFORMATION

Address of subject property; 830 N Machan St. Hinodato, (J. 60821			
Property identification number (P.I.N. or tax number)	00 _ 022 _ 07C _ D6t		
Brief description of proposed project:			
General description or characteristics of the site:	ಕ್ರದೇ CDu.b. 15 ರ ದಾಪರ್, swiftn .		
end ranguot clab.			
Existing zoning and land use: APUD with underlying across			
Surrounding zoning and existing land uses:			
Orth: R-2 Single Family Residential District South: R-2 Single Family Residential District			
East: R-2 Single Family Residential District West: R-2 Single Family Residential District			
Proposed zoning and land use: @same as existing			
Please mark the approval(s) you are seeking and	attach all applicable applications and		
standards for each approval requested:			
■ Site Plan Approval 11-604	☐ Map and Text Amendments 11-601E		
☐ Design Review Permit 11-605E	Amendment Requested:		
Exterior Appearance 11-606E	Discount 44 COSE		
☐ Special Use Permit 11-602E	☐ Planned Development 11-603E		
Special Use Requested:	 Development in the 8-2 Central Business District Questionnaire 		

TABLE OF COMPLIANCE

Address of subject property:	
The following table is based on the	Zoning District.

	Minimum Code Requirements	Proposed/Existing Development
	Section 7-210	Development
Minimum Lot Area (s.f.)	40,000.00 S.F.	388,788.06 S.F.
Minimum Lot Depth	150'	828
Minimum Lot Width	250'	551' (front) & 659' (rear)
Building Height	30 ⁷ -0" (Maximum)	17-87/4"
Number of Stories	N/A	N/A
Front Yard Setback	100'-0"	100°-0°
Corner Side Yard Setback	100'-0"	N/A
Interior Side Yard Setback	50'	277' & 344'
Rear Yard Setback	50'	133'
Maximum Floor Area Ratio (F.A.R.)*	20x(388,788.05SF)=77,751.21SF	15,142.50
Maximum Total Building Coverage*	N/A	N/A
Maximum Total Lot Coverage*	N/A	N/A
Parking Requirements	Required spaces: 106	Total Parking Spaces=108
Parking front yard setback	N/A	N/A
Parking comer side yard setback	N/A	N/A
Parking interior side yard setback	N/A	N/A
Parking rear yard setback	N/A	N/A
Loading Requirements	N/A	N/A
Accessory Structure Information	N/A	N/A

^{*} Must provide actual square footage number and percentage.

here any lack of compliance is shown, state the reason and explain the Village's authority, if any, to approve the
oplication despite such tack of compliance:

CERTIFICATION

The Applicant certifies and acknowledges and agrees that:

- A. The statements contained in this application are true and correct to the best of the Applicant's knowledge and belief. The owner of the subject property, if different from the applicant, states that he or she consents to the filing of this application and that all information contained in this application is true and correct to the best of his or her knowledge.
 - B. The applicant understands that an incomplete or nonconforming application will not be considered. In addition, the applicant understands that the Village may require additional information prior to the consideration of this application which may include, but is not limited to, the following items:
 - Minimum yard and setback dimensions and, where relevant, relation of yard and setback dimensions to the height, width, and depth of any structure.
 - 2. A vehicular and pedestrian circulation plan showing the location, dimensions, gradient, and number of all vehicular and pedestrian circulation elements including rights-of-way and streets; driveway entrances, curbs, and curb cuts; parking spaces, loading spaces, and circulation elses; sidewalks, walkways, and pathways; and total lot coverage of all circulation elements divided as between vehicular and pedestrian ways.
 - All existing and proposed surface and subsurface drainage and retention and detention facilities and all existing and proposed water, sewer, gas, electric, telephone, and cable communications lines and easements and all other utility facilities.
 - 4. Location, size, and arrangement of all outdoor signs and lighting.
 - Location and height of fences or screen plantings and the type or kink of building materials or plantings used for fencing or screening.
 - A detailed landscaping plan, showing location, size, and species of all trees, shrubs, and other plant material.
 - A traffic study if required by the Village Manager or the Board or Commission hearing the application.
- C. The Applicants shall make the property that is the subject of this application available for inspection by the Village at reasonable times;
- D. If any information provided in this application changes or becomes incomplete or inapplicable for any reason following submission of this application, the Applicants shall submit a supplemental application or other acceptable written statement containing the new or corrected information as soon as practicable but not less than ten days following the change, and that failure to do so shall be grounds for denial of the application; and
 - E. The Applicant understands that he/she is responsible for all application fees and any other fees, which the Village assesses under the provisions of Subsection 11-301D of the Village of Hinsdale Zoning Code as amended April 25, 1989.
 - F. THE OWNER OF THE SUBJECT PROPERTY AND, IF DIFFERENT, THE APPLICANT ARE JOINTLY AND SEVERALLY LIABLE FOR THE PAYMENT OF THE APPLICABLE APPLICATION FEE. BY SIGNING THE APPLICATION, THE OWNER HAS AGREED TO PAY SAID FEE, AND TO CONSENT TO THE FILING AND FORECLOSURE OF A LIEN AGAINST SUBJECT PROPERTY FOR THE FEE PLUS COSTS OF COLLECTION, IF THE ACCOUNT IS NOT SETTLED WITHIN THIRTY (30) DAYS AFTER THE MAILING OF A DEMAND FOR PAYMENT.

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PAYMENT.	
On the ZS day of JAVVARY 2 D	$igl(igl)^{\!$
to abide by its conditions.	
the work	
Signature of applicant or authorized agent	Signature of applicant or authorized agent
STOWN WOLSFBLD	
Name of applicant or authorized agent	Name of applicant or authorized agent
	•

SUBSCRIBED AND SWORN to before me this ACC day of the control of t

Notary Public

"OFFICIAL SEAL"
EILEEN M. CRANE
Notary Public, State of Illinois
My Commission Expires 02-02-02-02



MAJOR ADJUSTMENT TO PLANNED DEVELOPMENT COMMUNITY DEVELOPMENT DEPARTMENT

*Must be accompanied by completed Plan Commission Application

Address of proposed request: 830 N Madison St., Hinsdale, IL 60521

Proposed Planned Development request: Revised site adjustment, plantings & add storage shed.

Amendment to Adopting Ordinance Number:

REVIEW CRITERIA:

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

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

The existing Salt Creek Club is a social, swim and racquet club. The addition of a storage shed (12'x20'), removal of a sand volleyball and basketball court does not affect the sites permeable area. The parking spaces remain the same as approved.

This is not a request for any waivers from any zoning standards of the O-S District(underlying zoning of the parcel).

It is a wonderful upgrade to the property, the buildings on the property will not be affected. The topography of the property will not be affected and fully meets the spirit of the approved Planned Development.

2. Explain the reason for the proposed major adjustment.

Due to several factors, Salt Creek Club needed additional storage of pool supplies (lane lines, swimming paddle boards, children toys, etc.) and tweaked exterior elevations. The initial forms and shapes of the Exterior Elevations have not changed per approved site plans. The following is a list of adjustments that were made to each elevation:

Page 1 of 2

East Elevation:

- Not installed due to cost generator pad and Arborvitae.
- Added 5' High Cedar Fencing for screening A/C units behind (12) 5' tall Arborvitaes.
- Add widen Asphalt Driveway for safety reasons to allow cars passing parked cars.

South Elevation:

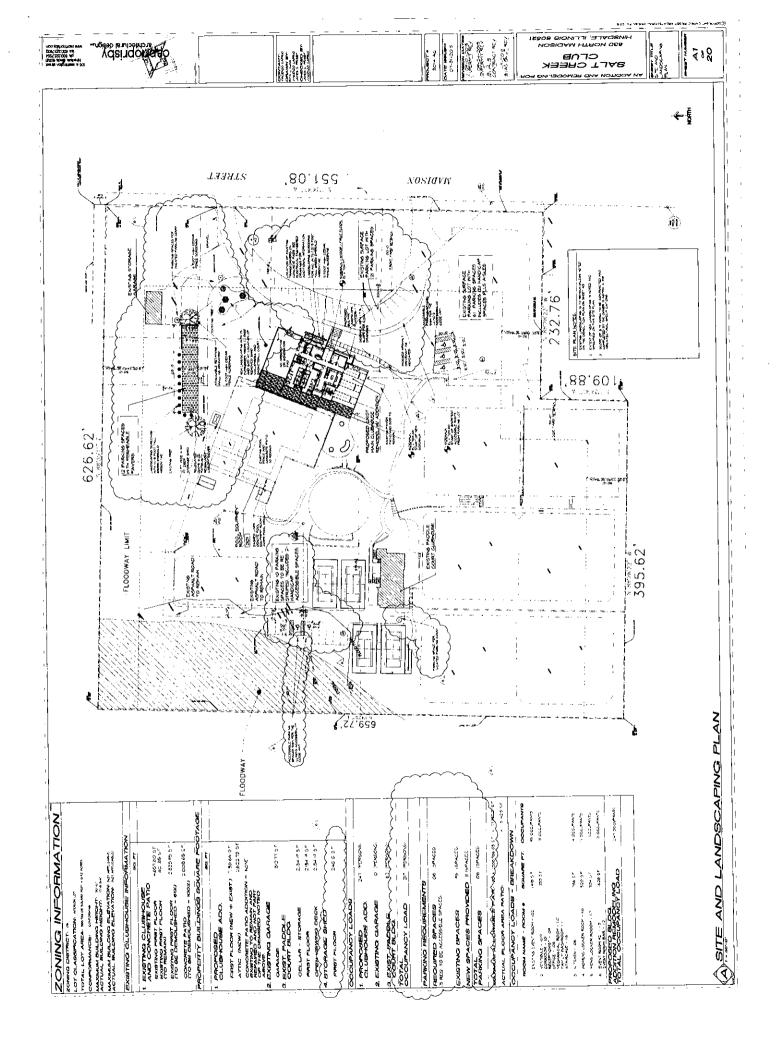
No change

West Elevation:

- Add Storage Shed (12' W X 20' L) for storage of pool supplies (lane lines, swimming paddle boards, children pool toys, etc.).
- Relocate (same size) permeable paver patio with removable canopy cover.
- Add additional parking space between Tennis Pavilion and Paddle Court #1.

North Elevation:

- Removal of sand Volleyball Court and concrete Basketball Court.
 Replace with landscaping and grass sod.
- Added Screen Cedar Fencing at eastside of Permeable Paver Parking Lot to screen view of existing garage.
- The number Arborvitae plants at northside of Permeable Parking Lot was reduce from 21 shown on drawings to 11 due to space constraints, existing trees and bushes and placement of Cedar Screen Fencing.
- Additional parking space added near access road to Tennis Pavilion.
- New Asphalt pavement was not installed in the garbage dumpster area. This area to remain as gravel area.



VILLAGE OF HINSDALE

ORDINANCE NO. <u>02006-61</u>

AN ORDINANCE APPROVING A SPECIAL USE PERMIT, PLANNED DEVELOPMENT, SITE PLANS, AND EXTERIOR APPEARANCE PLANS FOR A NEW BUILDING PROJECT AT THE SALT CREEK CLUB LOCATED AT 830 NORTH MADISON STREET (Plan Commission Case No. A-17-2006)

WHEREAS, the Salt Creek Club (the "Applicant") is the legal title owner of the property totaling approximately 8.93 acres in area and commonly known as 830 North Madison Street (the "Subject Property"), which Subject Property is legally described on Exhibit A attached to and made a part of this Ordinance by this reference; and

WHEREAS, the Subject Property is improved with a private membership sports and recreation club, having a club house, detached garage, tennis building, swimming pools, tennis courts and volleyball courts along with an accessory parking lot; and

WHEREAS, the membership sports and recreation club is currently classified in the OS Open Space District pursuant to the Hinsdale Zoning Code; and

WHEREAS, the Applicant proposes the development of a planned development, which would encompass the Subject Property and would also include the removal and replacement of the existing tennis building with an approximate 6,796-square-foot building at the site of the existing membership sports and recreation club on the Subject Property; and

WHEREAS, the Applicant seeks (i) a special use permit and planned development approval authorizing a membership sports and recreation club and a planned development on the Subject Property, (ii) modifications of certain regulations in the Hinsdale Zoning Code to accommodate the existing and proposed building expansion, (iii) site plan approval, and (iv) exterior appearance approval; and

WHEREAS, the Hinsdale Plan Commission conducted a public hearing and deliberated on the application on July 12, 2006, pursuant to notice thereof properly published in the <u>Hinsdale Doings</u> on June 22, 2006, and, after considering all of the testimony and evidence presented at the public hearing, the Plan Commission

recommended approval of the Application subject to numerous conditions and recommendations, all as set forth in the Plan Commission's Findings and Recommendations for PC Case No. A-17-2006, incorporated herein by reference as though fully set forth; and

WHEREAS, the Zoning and Public Safety Committee of the Board of Trustees, at a public meeting on July 19, 2006, considered the Application, the Findings and Recommendations of the Plan Commission, and all of the facts and circumstances related to the Application, and made its recommendation to the President and Board of Trustees; and

WHEREAS, the President and Board of Trustees of the Village of Hinsdale have reviewed the recommendation of the Zoning and Public Safety Committee, the Findings and Recommendation of the Plan Commission, and all of the materials, facts, and circumstances related to the Application, and they find that the Application satisfies the standards set forth in the Hinsdale Zoning Code relating to the requested approvals, but only subject to the conditions set forth in this Ordinance;

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

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

Section 2. Approval of a Special Use Permit for a Membership Sports and Recreation Club and Planned Development. The Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and by Sections 11-602 and 11-603 of the Hinsdale Zoning Code, hereby approves a special use permit authorizing a membership sports and recreation club and a planned development on the Subject Property, and approves the planned development detailed plan prepared by J. Michael Meissner Architects P.C. and dated July 15, 2005 in the form attached to, and by this reference incorporated into, this Ordinance as Exhibit B (the "Approved Detailed Plan"). The approvals granted in this Section 3 are subject to the conditions stated in Section 7 of this Ordinance.

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

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

Section 5. Modifications of Certain Zoning Code Regulations. The Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and by Subsection 11-603H of the Hinsdale Zoning Code, grants to the Applicant the following modification to the Hinsdale Zoning Code, subject to the conditions provided in Section 6 of this Ordinance: Additional off-street parking spaces need not be provided for the proposed new building and the off-street parking shown on the Approved Detailed Plan is approved.

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

- A. No Authorization of Work. This Ordinance does not authorize the commencement of any work on the Subject Property. Except as otherwise specifically provided in writing in advance by the Village, no work of any kind shall be commenced on the Subject Property until all conditions of this Ordinance precedent to such work have been fulfilled and after all permits, approvals, and other authorizations for such work have been properly applied for, paid for, and granted in accordance with applicable law.
- B. <u>Compliance with Codes, Ordinances, and Regulations</u>. Except as specifically set forth in this Ordinance, the provisions of the Hinsdale Municipal Code and the Hinsdale Zoning Code shall apply and govern the development of the Subject Property. All such development shall comply with all Village codes, ordinances, and regulations at all times.
- C. <u>Compliance with Approved Plans</u>. All development within the Subject Property shall be undertaken only in strict compliance with the Village-approved planned development plans, including without limitation the Approved Site Plans, the Approved Exterior Appearance Plans, and other Village-approved plans.
- D. <u>Building Permits</u>. The Applicant shall submit all required building permit applications and other materials in a timely manner to the appropriate parties, which materials shall be prepared in compliance with all applicable Village codes and ordinances.

Section 7. <u>Violation of Condition or Code</u>. Any violation of (i) any term or condition stated in this Ordinance or (ii) any applicable code, ordinance, or regulation of the Village shall be grounds for the immediate rescission by the Board of Trustees of the approvals made in this Ordinance.

Section 8. Severability and Repeal of Inconsistent Ordinances. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance, and all ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

Section 9. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law.

PASSEL) this <u>15t</u> 1	hday of_	August	200	06.			
AYES:	TRUSTEES	TUGGLE,	WILLIAMS,	SMITH,	ORLER,	JOHNSON	AND	FOLLETT.
NAYS:	NONE							
ABSENT	. NONE							
APPROV	ED this	5th day	of August		2006.			

Village President

ATTEST:

Village Clerk

1873

ACKNOWLEDGEMENT AND AGREEMENT BY THE APPLICANT TO THE CONDITIONS OF THIS ORDINANCE:

By: Randoll Jalight

Date: 1992,2006

Psdata/ord&res/pc/2006/a172006 - 830 north Madison salt creek club

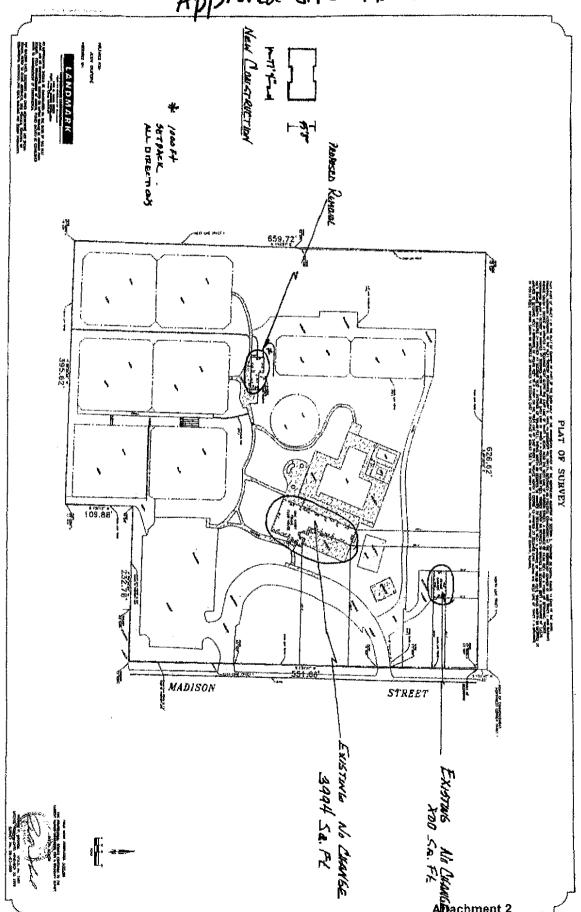
Z:\PL8\Village of Hinadale\Plan Commission\July 12, 2006\a172006 - 830 north madison salt creek club rev.DOC

EXHIBIT A LEGAL DESCRIPTION

THAT PART OF TRACT 1 IN THE PLAT OF SURVEY OF PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 9, 1950, AS DOCUMENT NO. 584124, DESCRIBED AS FOLLOWS: COMMENNING AT THE NORTHEAST CORNER OF SAID TRACT 1 AND RUNNING THENCE SOUTH 01 DEGREES 34 MINUTES 47 SECONDS WEST ALONG THE EAST LINE OF TRACT 1, BEING ALSO THE WEST LINE OF MADISON STREET, A DISTANCE OF 14.86 FEET FOR A POINT OF BEGINNING: THENCE CONTINUING SOUTH 01 DEGREES 34 MINUTES 47 SECONDS WEST ALONG THE EAST LINE OF TRACT 1 A DISTNACE OF 551.08 FEET; THENCE NORTH 88 DEGREES 28 MINUTES 22 SECONDS WEST A DISTNACE OF 232.76 FEET; THENCE SOUTH 01 DEGREE 34 MINUTES 47 SECONDS WEST A DISTANCE OF 109.88 FEET; THENCE NORTH 88 DEGREES 28 MINUTES 22 SECONDS WEST A DISTANCE OF 109.88 FEET; THENCE NORTH 88 DGEREES 28 MINUTES 22 SECONDS WEST A DISTANCE OF 395.62 FEET TO A POINT ON THE WEST LINE OF SAID TRACT 1: THENCE NORTH 01 DEGREES 43 MINUTES 57 SECONDS EAST ALONG THE WEST LINE OF TRACT 1 A DISTANCE OF 659.72 FEET; THENCE SOUTH 88 DEGREES 35 MINUTES 11 SECONDS EAST A DISTANCE OF 626.62 FEET TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

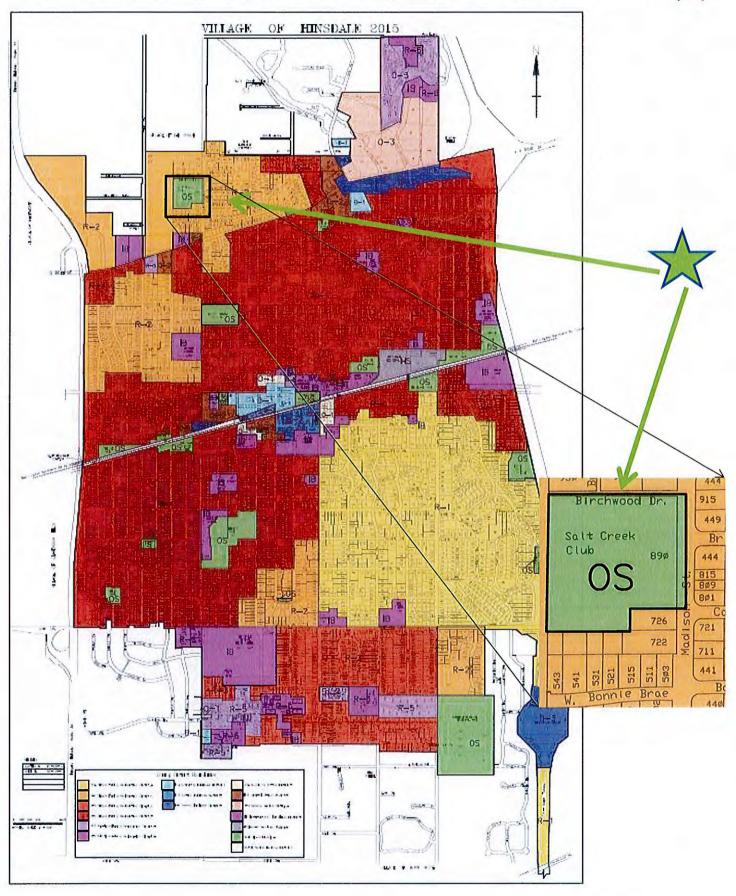
Commonly known as 830 North Madison Street, Hinsdale.

Exhibit B - Approved Detailed Plan Approved site Plans

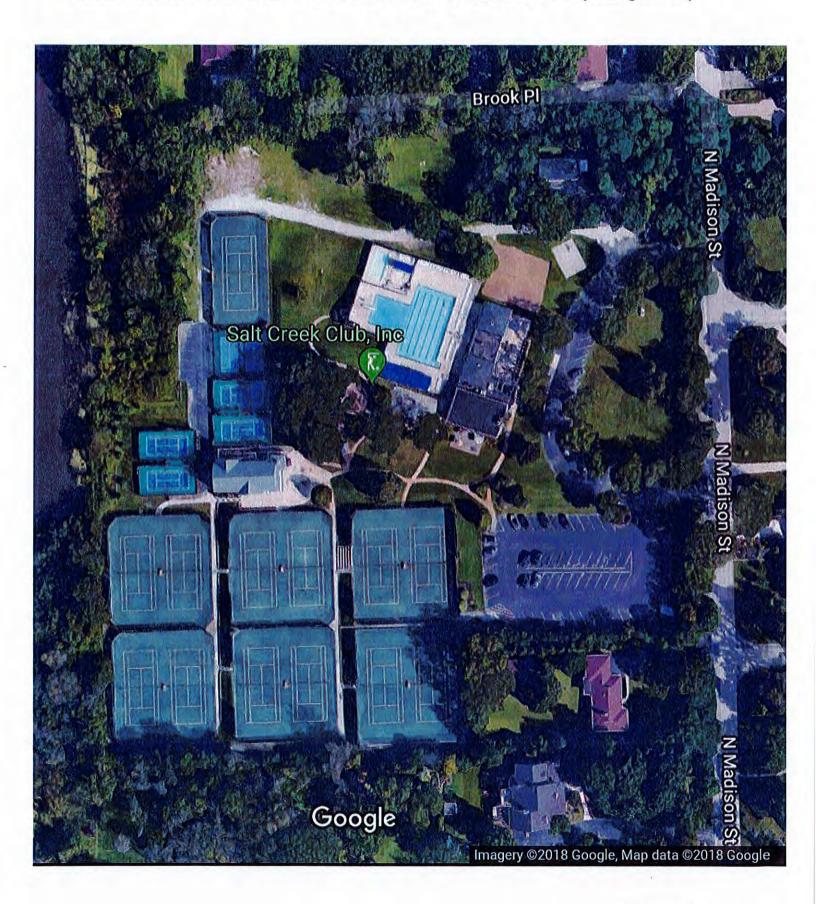


Attachment 3: Village of Hinsdale Zoning Map and Project Location





Attachment 4: Aerial View of 830 N. Madison St. (facing north)



VILLAGE OF HINSDALE

ORDINANCE NO. 02015-10

AN ORDINANCE APPROVING SITE PLANS AND EXTERIOR APPEARANCE PLANS FOR THE CONSTRUCTION OF A NEW CLUBHOUSE ON THE PROPERTY LOCATED AT 830 N. MADISON STREET - SALT CREEK CLUB

WHEREAS, the Village of Hinsdale has received an application (the "Application") for site plan approval and exterior appearance review relative to proposed redevelopment and construction at the membership organization located at 830 N. Madison Street, Hinsdale, Illinois (the "Subject Property"), from applicant Salt Creek Club (the "Applicant"); and

WHEREAS, the Subject Property is located in the Village's OS Open Space District and is improved with a main clubhouse, several pools, tennis courts, paddle courts, a paddle court clubhouse, and several accessory maintenance buildings. The Applicant is a membership organization and seeks to redevelop the site through partial demolition of the existing clubhouse, construction of a new clubhouse, and parking lot resurfacing and striping (collectively, the "Proposed Improvements"). The Proposed Improvements are depicted in the site plan and exterior appearance plans attached hereto as **Exhibit A** and made a part hereof; and

WHEREAS, the Application was considered by the Village of Hinsdale Plan Commission at a public meeting held on February 11, 2015. After considering all of the matters related to the Application, the Plan Commission recommended, on a vote of eight (8) in favor, zero (0) against, and one (1) absent, approval by the Board of Trustees of the Exterior Appearance Plan and Site Plan relative to the Proposed Improvements. The recommendation is set forth in the Plan Commission's Findings and Recommendation in this matter ("Findings and Recommendation"), a copy of which is attached hereto as **Exhibit B** and made a part hereof; and

WHEREAS, the President and Board of Trustees, having considered the Findings and Recommendation of the Plan Commission, find that the Application and Plans satisfy the standards established in both Sections 11-604 and 11-606 of the Hinsdale Zoning Code governing site plans and exterior appearance plans, subject to the conditions stated in this Ordinance.

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

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

SECTION 2: Approval of Site Plan and Exterior Appearance Plan. The Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and Sections 11-604 and 11-606 of the Hinsdale Zoning Code, approves the Exterior

Appearance Plan and Site Plan attached to, and by this reference, incorporated into this Ordinance as **Exhibit A** (the "Approved Plans"), relative to the Proposed Improvements, subject to the conditions set forth in Section 3 of this Ordinance.

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

- A. <u>Compliance with Plans</u>. All work on the Subject Property shall be undertaken only in strict compliance with the Approved Plans attached as **Exhibit A**.
- B. <u>Compliance with Codes, Ordinances, and Regulations.</u> Except as specifically set forth in this Ordinance or as otherwise specifically authorized by the Village, the provisions of the Hinsdale Municipal Code and the Hinsdale Zoning Code shall apply and govern all development on, and improvement of, the Subject Property. All such development and improvement shall comply with all Village codes, ordinances, and regulations at all times.
- C. <u>Building Permits</u>. The Applicant shall submit all required building permit applications and other materials in a timely manner to the appropriate parties, which materials shall be prepared in compliance with all applicable Village codes and ordinances.

SECTION 4: <u>Violation of Condition or Code</u>. Any violation of any term or condition stated in this Ordinance, or of any applicable code, ordinance, or regulation of the Village, shall be grounds for rescission by the Board of Trustees of the approvals set forth in this Ordinance.

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

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

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TO THE
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VILLAGE OF HINSDALE

ORDINANCE NO. 02016-07

AN ORDINANCE APPROVING A MAJOR ADJUSTMENT TO A SITE PLAN AND EXTERIOR APPEARANCE PLAN FOR THE CONSTRUCTION OF A NEW CLUBHOUSE ON THE PROPERTY LOCATED AT 830 N. MADISON STREET - SALT CREEK CLUB

WHEREAS, the Village has previously, through adoption of Ordinance No. O2015-10 on March 17, 2015 (the "Original Ordinance"), approved a Site Plan/Exterior Appearance Plan submitted by Applicant Salt Creek Club for redevelopment of the site at 830 N. Madison Street, Hinsdale, Illinois (the "Subject Property"), through partial demolition of the existing clubhouse, construction of a new clubhouse, and parking lot resurfacing and striping; and

WHEREAS, the Village subsequently received an application (the "Application") for approval of a major adjustment to the final approved Site Plan/Exterior Appearance Plan relative to the exterior clubhouse elevations. Adjustments include the removal of some existing stone, the addition of HVAC vents, the addition of a sliding patio door system, the removal of a set of windows, changes in design for certain patio doors, enlarged dormer windows, and the inclusion of a back-up generator (collectively, the "Proposed Modifications") The Proposed Modifications are indicated in the revised plans from the Applicant attached hereto as **Group Exhibit A** and made a part hereof; and

WHEREAS, the Board of Trustees of the Village have duly considered the Application and Proposed Modifications, and all of the materials, facts and circumstances affecting the Application and Proposed Modifications, and find the Application and Proposed Modifications to be in substantial conformity with the previously approved plans, and that the standards set forth in Section 11-604 and 11-606 of the Zoning Code relating to exterior appearance and major adjustments to previously approved site plans are satisfied.

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

<u>SECTION 1</u>: <u>Recitals</u>. The foregoing recitals are incorporated into this Ordinance by this reference as findings of the President and Board of Trustees.

SECTION 2: Approval of a Major Adjustment to the Site Plan/Exterior Appearance Plan. The Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and the Hinsdale Zoning Code, hereby approves the major adjustment to the previously approved Site Plan/Exterior Appearance Plan for the Subject Property at 830 N. Madison in the form of the Proposed Modifications as depicted in the revised plans attached hereto as **Group Exhibit A** and made a part hereof.

Said major adjustment is approved subject to the conditions set forth in Section 3 of this Ordinance. The Original Ordinance is hereby amended to the extent provided, but only to the extent provided, by the approvals granted herein.

SECTION 3: Conditions on Approval. The approval granted in Section 2 of this Ordinance is subject to the following conditions:

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

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

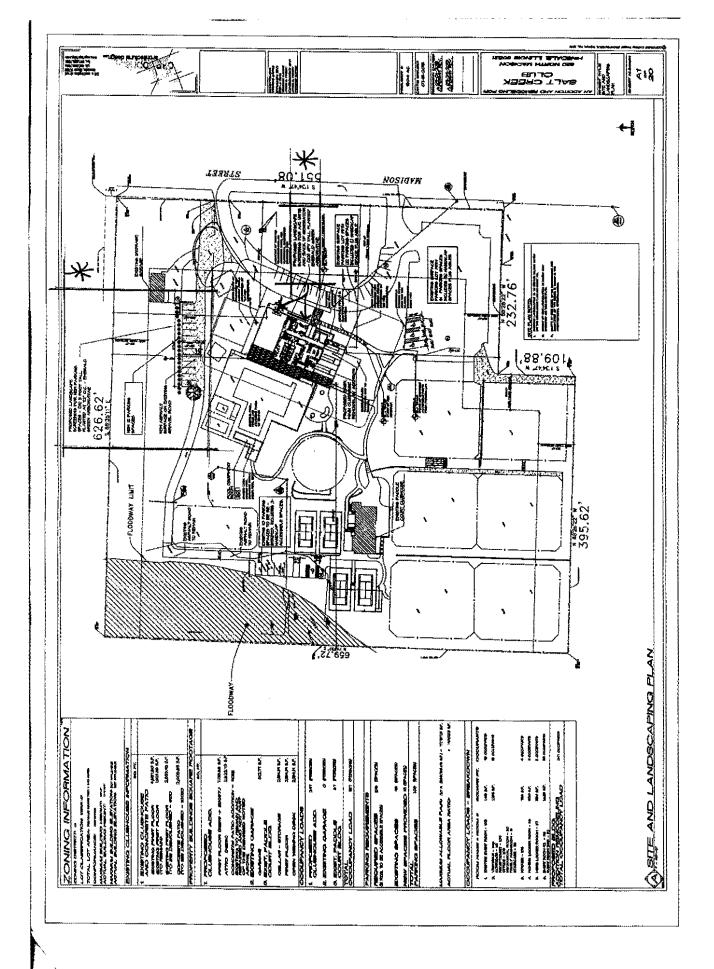
SECTION 5: Severability and Repeal of Inconsistent Ordinances. Each section, paragraph, clause and provision of this Ordinance is separable, and if any section, paragraph, clause or provision of this Ordinance shall be held unconstitutional or invalid for any reason, the unconstitutionality or invalidity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

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

ADOPTED this 19th day of January , 2016	3, pursuant to a
roll call vote as follows:	
AYES: Trustees Elder, Stifflear, Hughes, LaPlaca, S NAYS: None	aigh
ABSENT: Trustee Angelo	
attested to by the Village Clerk this same day. Thomas K. Cauley, Jr., Village Plesion	2016, and dent
Christine M. Bruton, Village Clerk	
ACKNOWLEDGEMENT AND AGREEMENT BY THE APPLIC CONDITIONS OF THIS ORDINANCE:	ANT TO THE
By: / My My (VINCONZO CAPRIO)	
Date: 0//19/120/6 , 2016	

GROUP EXHIBIT A

SITE PLAN/EXTERIOR APPEARANCE PLAN REVISIONS (ATTACHED)





AGENDA ITEM# REQUEST FOR BOARD ACTION Finance

AGENDA SECTION:

Consent - ACA

SUBJECT:

Accounts Payable-Warrant #1644

MEETING DATE:

March 6, 2018

FROM:

Darrell Langlois, Assistant Village Manager/Finance Director

Recommended Motion

Move to approve payment of the accounts payable for the period of February 16, 2018 through March 6, 2018 in the aggregate amount of \$871,320.46 as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk.

Background

At each Village Board meeting the Village Treasurer submits a warrant register that lists bills to be paid and to ratify any wire transfers that have been made since the last Village Board meeting. Supporting materials for all bills to be paid are reviewed by Village Treasurer and one Village Trustee prior to the Village Board meeting.

Discussion & Recommendation

After completion of the review by the Village Treasurer and Village Trustee approval of Warrant #1644 is recommended.

Budget Impact

N/A

Village Board and/or Committee Action

Village Board agenda policy provides that the Approval of the Accounts Payable should be listed on the Consent Agenda

Documents Attached

1. Warrant Register #1644

VILLAGE OF HINSDALE

ACCOUNTS PAYABLE WARRANT REGISTER #1644

FOR PERIOD February 16, 2018 through March 6, 2018

The attached Warrant Summary by Fund and Warrant Register listing TOTAL DISBURSEMENTS FOR ALL FUNDS of <u>\$871,320.46</u> reviewed and approved by the below named officials.

APPROVED BY		DATE 3/1/	18
VILLAGE	TREASURER/ASSISTA	NT VILLAGE MANAGER	
APPROVED BY		DATE	
	VILLAGE MA	· · · · · · · · · · · · · · · · · · ·	
APPROVED BY		DATE	
	VILLAGE TRU	· · · · · · · · · · · · · · · · · · ·	

Village of Hinsdale #1644 Summary By Fund

Recap By Fund	Fund	Regular Checks	ACH/Wire Transfers	Total
General Fund	10000	435,162.04	159,542.17	594,704.21
Capital Project Fund	45300	2,674.00	•	2,674.00
Water & Sewer Operations	61061	46,222.62	***	46,222.62
Escrow Funds	72100	91,770.00		91,770.00
Payroll Revolving Fund	79 000	10,054.48	125,895.15	135,949.63
Capital Reserve	95000	941.22		941.22
Total		586,824.36	285,437.32	871,320.46

Village of Hinsdale Schedule of Bank Wire Transfers and ACH Payments 1644

Payee/ Date	Description	Vendor Invoice		Invoice Amount
Electronic Federal Tax Payment Systems 2/23/2018	Village Payroll #4 - Calendar 2018	FWH/FICA/Medicare	\$	90,861.86
Illinois Department of Revenue 2/23/2018	Village Payroll #4 - Calendar 2018	State Tax Withholding	\$	18,377.47
ICMA - 457 Plans 2/23/2018	Village Payroll #4 - Calendar 2018	Employee Withholding	\$	15,115.37
HSA PLAN CONTRIBUTION 2/23/2018	Village Payroll #4 - Calendar 2018	Employer/Employee Withholding	\$	1,540.45
Intergovernmental Personnel Benefit Cooper	rative	Employee Insurance	\$	159,542.17
Illinois Municipal Retirement Fund	Total Bank Wi	Employer/Employee re Transfers and ACH Payments	<u>\$</u>	285,437.32

ipbe-general 159,542.17 payroll 125,895.15 285,437.32

VOUCHER

215746

215746

215746

215746

215746

215747

215748

Village of Hinsdale Page: 1 **WARRANT REGISTER: 1644** DATE: 03/06/18 **VOUCHER** INVOICE **AMOUNT** PAID DESCRIPTION NUMBER **AMERICAN EXPRESS** ASSORTED MERCHANDISE-JAN 8-03003-011218 \$4.18-ASSORTED MERCHANDISE-JAN \$35.00 8-03003-011218 ASSORTED MERCHANDISE-JAN 8-03003-011218 \$4.58~ ASSORTED MERCHANDISE-JAN 8-03003-011218 \$60.00 ASSORTED MERCHANDISE-JAN 8-03003-011218 \$399.94 Total for Check: 113099 \$486,18 **CONSTELLATION NEWENERGY** \$1,086.81 121 SYMONDS 1/1-1/31/18 2241740 121 SYMONDS FD 1/1-1/31 2241740 \$1,086.82 13101

215749	217 SYMONDS 1/1-1/31	2241740	\$2,112.08
215750	225 SYMONDS 1/1-1/31	2241740	\$2,354.61
215751	500 W HINSDALE 1/1-1/31	2241740	\$421,9 1
215752	5901 S CNTY LINE-1/1-1/31	2241740	\$1,712.87
		Total for Check: 113100	\$8,775.10
AFLAC-FL	EXONE		VOIDII
215861	AFLAC OTHER	022318000000000	\$243.81
215862		022318000000000	\$231.27
215863		022318000000000	\$202.03
		Total for Check: 113102	\$677.11
NATIONW	DE RETIREMENT SOL		
215856	USCM/PEBSCO	022318000000000	\$ 90.56
215857	USCM/PEBSCO	022318000000000	\$1,105.00
		Total for Check: 113103	\$1,195.56
NATIONW	DE TRUST CO FSB		
215864	ACCRUED SK PEHP BONUS	022318000000000	\$1,139.13
·		Total for Check: 113104	\$1,139.13
NATIONW	DE TRUST CO.FSB		
	PEHP REGULAR	022318000000000	\$2,310.87
215866	PEHP UNION 150	022318000000000	\$3 44 .18
215867	PEHPPD	022318000000000	\$487.61
		Total for Check: 113105	\$3,142.66
STATE DIS	BURSEMENT UNIT		
215868	CHILD SUPPORT	022318000000000	\$313.21
		Total for Check: 113106	\$313.21
STATE DIS	BURSEMENT UNIT		
215869	CHILD SUPPORT	022318000000000	\$230.77
		Total for Check: 113107	\$230.77
STATE DIS	BURSEMENT UNIT		
215870	CHILD SUPPORT	022318000000000	\$764.77
	•		

Run date: 01-MAR-18 Vi		of Hinsdale	Page: 2	
	WARRANT RE	GISTER: 1644	DATE: 03/06/18	
VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID	
		Total for Check: 113108	\$ 76 4 .77	
STATE DISB	URSEMENT UNIT	4		
215871	CHILD SUPPORT	0223180000000000 Total for Check: 113109	\$672.45 \$6 72.45	
V.O.H. FLEX		•		
215858	MEDICAL REIMBURSEMENT	022318000000000	\$643.57	
215859		022318000000000	\$755.59	
215860	DEP CARE REIMBURSEMENT	022318000000000 Total for Check: 113110	\$125.00 \$1, 524.16	
VSP ILLINON	S - 30048087		· ,	
	VSP SINGLE ALLEMPLOYEES	022318000000000	\$138, 1 6	
215855	VSP FAMILY ALL EMPLOYEES	022318000000000	\$256.50	
		Total for Check: 113111	\$394 .66	
ADVANTAGE	CHEVROLET		VOID-113112	_
215796	HANDLE FOR OUTSIDE RH	389952	\$30, 6 0	
215966	VACUUM TUBE	613040	\$15.25	
		Total for Check: 113113	\$46.05	
AIR ONE EQ	JIPMENT			
215595	REPAIRS TO LCD SCREEN	129742	\$305.00	
215775	BLACK & WHITE HELMETS	129934	\$1,303.00	
		Total for Check: 113114	\$1,608.00	
AIRYS INC				
2156 19	EMERG MAINBREAK REPAIR	22170	\$3,686.59	
215991	EMERG MAIN BREAK-8 SPG LK	22230	\$5 ,660.84	
		Total for Check: 113115	\$9,347.43	
ALMOND, JA	Υ			
215612	OVERPAID TICKETS-COLLECT	132635	\$125.00	
		Total for Check: 113116	\$1 25,00	
ALPHA BUIL	DING MAINTENANC			
215703	CUSTODIAL SERVICES-PD	18585-VH	\$7 77.00	
215704	CUSTODIAL SERVICES-PW	18585-VH	\$1 ,678.00	
215705	CUSTODIAL-VH-BRUSH-HIGHLA		\$1,886.00	
215707	CUSTODIAL SERVICES-WATER	18585-VH	\$534.00	
215709	CUSTODIAL-MAY DEC 17	18506-VH	\$350.88 \$350.88	
215709 215709	CUSTODIAL-MAY-DEC 17 CUSTODIAL-MAY-DEC 17	18506-VH 18506-VH	\$350.88 \$1,052.64	
215709	CUSTODIAL-MAY-DEC 17 CUSTODIAL-MAY-DEC 17	18506-VH	\$350.88	
210/09	COULDIAL-WAT-DEC 17	Total for Check: 113117	\$6,980.28	
			, , , , , , , , , , , , , , , , , , ,	

AMITA HEALTH

Run date: 01	-MAR-18 Village	of Hinsdale	Page; 3
	WARRANT RE	GISTER: 1644	DATE: 03/06/18
VOUCHER	VOUCHER	INVOICE	AMOUNT
	DESCRIPTION	NUMBER	PAID
215702	JANUARY 2018 CHARGES	01185 Total for Check: 113118	\$135.00 \$135.00
ANDRES ME	DICAL BILLING LT	143180	\$2,441.67
215810	JANUARY COLLECTIONS	Total for Check: 113119	\$2,441.67
APTEAN, INC	:.	RI-735877	\$6,472.42
215891	SOFTWARE MAINTENANCE-APF	Total for Check: 113120	\$6,472.42
ASSOC TECH	INICAL SERVICES EMERG LEAK DETECTION EMERG UTILITY LOC REPAIR EMERG LEAK DET-8 SPG LK	29639	\$735.00
215620		29755	\$648.81
215993		29760	\$842.00
215994		Total for Check: 113121	\$ 2,225.81
AT & T	VEECK PARK-WP	63032338639258	\$218.43
216018		Total for Check: 113122	\$218.43
215613 215880 215881 216007		N54034 BE1729 BE1593 BE1895 Total for Check: 113123	\$195.00 \$209.19 \$124.55 \$223.06 \$751.80
AVI SYSTEM	S	88537630	\$1,068.40
215805	REPAIR LEIGHTRONIX NEXUS	Total for Check: 113124	\$1,068.40
BALDINELLI *	S PIZZA	68503	\$31,70
215791	MAINBREAK GOLFVIEW-MEAL	Total for Check: 113125	\$31.70
BE PREPARE	ED	SPRING18	\$55.00
215786	FEB 18-BABYSITTER CLASS	Total for Check: 113126	\$55.00
215624	INCORPORATED FUEL TANK INSPECTION INSPECTIONS & REPAIRS	0000082473 0000082552 Total for Check: 113127	\$137.00 \$866,00 \$1,003.00
BORCHARD1	T, ROBERT	24240	\$500.00
215828	CONT BD-631 S THURLOW	Total for Check: 113128	\$500.00

Village of Hinsdale

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	GISTER: 1644	DATE: 03/06/18	
VOUCHER	VOUCHER	INVOICE	AMOUNT
	DESCRIPTION	NUMBER	PAID
DDC4Dc4C3	Municipa		
BROADCAST	ANNUAL MUSIC LICENSE	31312491	\$320.29
215734		Total for Check: 113129	\$ 320.29
C.A. BENSON	N & ASSOCIATES	7205	\$1,000.00
215728	APPRAISAL SVC DESK PROJ	Total for Check: 113130	\$1,000.00
CALEA	NAME TAGS	iN√27572	\$34.00
216025		Total for Check: 113131	\$34.00
CALL ONE 215678 215678 215678 215678 215678 215678 215678 215678 215678	PHONE BILLS-FEB STRIBUTING SONOTUBE-FIRE ST LIGHT	1213105-1136113 1213105-1136113 1213105-1136113 1213105-1136113 1213105-1136113 1213105-1136113 1213105-1136113 1213105-1136113 1213105-1136113 Total for Check: 113132	\$608.58 \$1,111.65 \$239.18 \$52.62 \$91.76 \$52.62 \$253.12 \$142.43 \$1,259.88 \$3,811.84
CATCHING F	LUID POWER	Total for Check: 113133	\$54.85
215884	HYDRAULIC QUICK COUPLERS		\$135.90
CHASE 215742	INTEREST	Total for Check: 113134 450781578003 Total for Check: 113135	\$135.90 \$941.22 \$941.22
CHICAGO PA	RTS & SOUND LLC	F2-700	\$1,100.52
216001	NON WARRANTY REPAIRS	Total for Check: 113136	\$1,100.52
CHRISTOPHI	ER B BURKE	141394	\$2,674.00
215680	2017 MADISON ST DRAINAGE	Total for Check: 113137	\$2,674.00
CINTAS COR 215965 215995	PORATION 769 FIRST AID KIT REPLENISH FIRST AID REFILL	5010092134 5010092127	\$130.18 \$84.97

	1 492, 0		
	WARRANT RE	GISTER: 1644	DATE: 03/06/18
VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
		Total for Check: 113138	\$215.15
CINTAS FIRS	T AID & SAFETY		
215777		5009834499	\$49.22
215777	MEDICAL SUPPLIES	5009834499	\$49,22
215778	MEDICAL SUPPLIES-FEB	5010092162	\$55.98
215778	MEDICAL SUPPLIES-FEB	5010092162	\$55,98
216023	RESTOCK FIRST AID SUPPLIE	5010092126	\$76.28
		Total for Check: 113139	\$286.68
COMCAST			
215708	POLICE & FIRE	8771201110009242	\$63.24
215708	POLICE & FIRE	8771201110009242	\$63.25
		Total for Check: 113140	\$126.49
COMED			
215663	WARMING HOUSE-PADDLE HUT	0203017056	\$453.14
215 68 4	CHESTNUT PARKING	0203065105	\$59.19
215865	CLOCK TOWER	0381057101	\$37.44
215666	314 SYMONDS DR	041707304B	\$991.12
215667	FOUNTAIN	0471095066	\$253,87
21566B	BURLINGTON PARK	0499147045	\$271.80
21566 9	ROBBINS PARK	0639032045	\$26.39
215670	STREET LIGHTS	0697168013	\$48.51
215671	TRAFFIC SIGNALS	1653148069	\$35.86
215672	WASHINGTON	2378029015	\$57.20
215673	VEECK PARK		\$2,270.33
215674	VEECK PARK-WP	3454039030	\$1,930.65
215675 215676	SAFETY TOWN WATER PLANT	7261620005	\$49.38
215076	WATER PLANT	8521400008 Total for Check: 113141	\$78.63 \$6,563.51
		Otal for Check, 113141	46,563.51
	L COFFEE SERVICE	4.45055	*** **
215806	PUB SERVICES COFFEE	146350	\$75.00
216021	BREAKFAST COFFEE	146496	\$37.50
216021	BREAKFAST COFFEE	146496	\$37.50 \$4.50.00
		Total for Check: 113142	\$150.00
	CONSOLIDATED	==	A . — A A B A A A A
215800	REIMBURSE PARKING DECK	PAY APP NO 5	\$176,958.00
		Total for Check: 113143	\$176,958.00
COMPASS M	NERALS AMERICA		
215753	ROADWAY SALT	1771 1 5	\$3,837.13
	ROADWAY SALT	180181	\$6,02 9.11
216010	BULK SALT	197799	\$5,014.89
		Total for Check: 113144	\$14,881.13
		*	

Village of Hinsdale

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	GISTER: 1644	DATE: 03/06/18	
VOUCHER	VOUCHER	INVOICE	AMOUNT
	DESCRIPTION	NUMBER	PAID
215625	BAGGED SALT (SIDEWALKS)	66018407 Total for Check: 113145	\$368.60 \$368.60
215717 215718 215719	TION NEWENERGY 53 VILLAGE PL7/18-8/15/17 53 VILLAGE PL8/16-9/13/17 53 VILLAGE PL9/14-10/12/1 ST LIGHT-12/17-1/23/18	1-1D70-913 1-1D70-913 1-1D70-913 1-72OU9O Total for Check: 113146	\$250.26 \$279.60 \$298.03 \$11,118.13 \$11,946.02
CORE & MAII	N LP PIT MXU CABLES TAGGING CLAMPS WATER METERS-CHANGE OUT WATER MAIN REP CLAMPS	1409072	\$83.90
215996		1403021	\$602.79
215997		1445743	\$5,656.00
215998		1445755	\$1,135.50
215999		Total for Check: 113147	\$ 7,478.19
	ATERWORKS .	477191	\$885.00
	INSPECT STAND PIPE	Total for Check: 113148	\$885.00
	SAFETY LANE	2147	\$52.00
	SAFETY LANE	Total for Check: 113149	\$52.00
	CUSTOM BUILDERS	23264	\$10,245.00
	STMWR BD-541 WALKER	Total for Check: 113150	\$10,245.00
	LT CO BULK SALT BULK ROCK SALT .	72712 72270 Total for Check: 113151	\$5,710.24 \$5,331.28 \$11, 041.52
	ALTERNATOR FOR CAR #22	262434 Total for Check: 113152	\$165.00 \$165.00
215 72 1	D, INC.	41935	\$80.00
	2 BINS EMPTIED	Total for Check: 113153	\$80.00
DYNEGY ENE	ERGY SERVICES	147029718021	\$1,758.45
215896	19 E CHICAGO-1/19-2/18/18	1470296180212	\$215.28
216020	908 ELM SER 1/19-2/18/18	Total for Check: 113154	\$1,973 .7 3

Village of Hinsdale

Page: 7 DATE: 03/06/18 **WARRANT REGISTER: 1644** VOUCHER INVOICE AMOUNT VOUCHER DESCRIPTION PAID NUMBER **EDJ CHEMICALS** 55 GALLON WASH & SHINE 4125 \$514.18 215798 Total for Check: 113155 \$514.18 ENRIGHT, JOHN TICKET REFUND ILAK48513 \$40.00 215592 Total for Check: 113156 \$40.00 EQUIPMENT MANAGEMENT CO. 52827 \$1,258.00 215984 **ANNUAL INSP & PREV MAINT** 215985 CREDIT GENESIS VARIOS C51843 \$235.00~ Total for Check: 113157 \$1.023.00 **ESO SOLUTIONS, INC** 215799 FD SOFTWARE 2ND YEAR 78466-1 \$5,432.00 Total for Check: 113158 \$5,432.00 ETP LABS, INC 215992 **DIST & WELL BACTERIA SAMP** 18-132930 \$204.00 Total for Check: 113159 \$204.00 **FACILITY SOLUTIONS GROUP** OAK ST BRIDGE LIGHTS 4584383-00 \$548.24 2156**1**5 Total for Check: 113160 \$548.24 **FACTORY MOTOR PARTS CO** SPECIAL TOOL \$179.99 215623 50-1864376 215715 **DEF FLUID** 50-1896140 \$32.95 **DEF FLUID** 50-1896140 \$32.95 215715 **BRAKE PADS & ROTORS** \$144.84 215875 50-1886887 WIPER BLADES \$37.89 50-1904031 215876 215877 WIPER BLADES 51-346742 \$42.10 Total for Check: 113161 \$470.72 FINNELL, JOHN 215964 **DUES & SUBSCRIPTIONS** 816125 \$185.00 Total for Check: 113162 \$185.00 FIRST COMMUNICATIONS, LLC 215677 PHONE CHARGES - JAN 115368023 \$310.14 215677 PHONE CHARGES - JAN 115368023 \$722.09 215677 PHONE CHARGES - JAN 115368023 \$431.35 PHONE CHARGES - JAN 115368023 \$184.87 215677 215677 PHONE CHARGES - JAN 115368023 \$106.74 215677 PHONE CHARGES - JAN 115368023 \$223.69 PHONE CHARGES - JAN \$61.02 215677 115368023

Total for Check: 113163

\$2,039.90

Village of Hinsdale

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WARRANT REGISTER: 1644			DATE: 03/06/18
VOUCHER	VOUCHER	INVOICE	AMOUNT
	DESCRIPTION	NUMBER	PAID
FLEMING, RO	DBERT	24550	\$450.00
215814	KLM SECUIRTY DEP-EN180908	Total for Check: 113164	\$450.00
	SUPPLIERS FORESTRY & PARK TOOLS FORESTRY & PARK TOOLS	301053-00 301053-00 Total for Check: 113165	\$85.37 \$41.17 \$126.54
FRANKLIN S 215785	PORTS INC	183448	\$73.7 4
	T-BALL EQUIPMENT	Total for Check: 113166	\$73.74
	E P LUMBING AND	33369	\$1,037.00
	REPLACED LEAKING PIPE	Total for Check: 113167	\$1,037.00
GALLS 215602	WOMENS PATROL PANTS	009174919 Total for Check: 113168	\$130.45 \$130.45
GEMPLER'S 215972	TOOLS	SI04021082 Total for Check: 113169	\$595.39 \$595.39
GOODWIN, L		23283	\$10,000.00
215837		Total for Check: 113170	\$10,000.00
GOVTEMPS 216017	USA, LLC	2463561	\$2,105.04
	WORK HOURS-R NOWAK	Total for Check: 113171	\$2,105.04
GRAINGER, I	NC.	9700703326	\$33. 7 0
215967	CUTTING EDGE BOLTS	Total for Check: 113172	\$33.70
GREENAM YE		909086	\$1 4 9.00
215632		Total for Check: 113173	\$149.00
GROUNDSKE	EEPER LANDSCAPE	24096	\$500.00
215829	CONT BD-60 GLENDALE	Total for Check: 11 317 4	\$500.00
	ES, INC. VH BOILER TREATMENT VH BOILER TREATMENT	3985 3975	\$476.50 \$456.50

Run date: 01	-MAR-18 Village	of Hinsdale		Page: 9
	WARRANT RE	GISTER: 1644		DATE: 03/06/18
VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER		AMOUNT PAID
		Total for Check:	113175	\$933.00
HEALY ASPI	HALT COMPANY LLC			
215627	COLD PATCH-MAIN BREAKS	12688 Total for Check:	113176	\$931.41 \$931.41
HILL MECHA	NICAL GROUP			
215820	CONT BD-137 S GARFIELD	23513 Total for Check:	1 131 77	\$500.00 \$500.00
HOME DEPO	T CREDIT SERVICE			
215893	SOAP TO WASH VEHICLES	1024376		\$7.94
215894	HINGES FOR GATE	2012882		\$49.96
		Total for Check:	113178	\$57.90
IL LEAP				
215598	2018 MEMBERSHIP DUES	021318		\$40.00
•		Total for Check:	113179	\$40.00
ILLCO, INC.				
215607	REP & COVER HOLE IN CELL	2438628		\$65.11
		Total for Check:	113180	\$65.11
ILLINOIS TO	LLWAY			
215712	I-PASS TOLLS-2002145563	G127000		\$144.55
		Total for Check:	113181	\$144.55
INDUSTRIAL	ELECTRIC			
215882	ST LIGHT OUTAGE-FIRE/MB	254161		\$87.64
215885	FIRE DEPT PANEL	254163		\$645.00
215886	MB ST LIGHT REP-POST OFF	254160	·	\$6 97.26
215887	ELEC PART FOR ST LIGHTS	254164		\$124.00
215892	EXTERIOR LIGHTING REPLACE	254162		\$170.00
215975	FIRE ALARM BATTERIES-GAR	254373	*	\$62.00
215976	REPAIR HUMIDIFIER	253274		\$38.48 \$38.40
215977	ELEC PANEL-RADIO TRANS ELEC PANEL-RADIO TRANS	254163 254163		\$38.00 \$645.00
215977 215978	CIRCUIT BREAKER-WATER TWI			\$645.00 \$38.00
₹199/0	CINCUIT DREAKER-WATER TWI	7 4-14 - 21 - 15-	440400	430.UU

Z 1 J 3 / U	CINCUIT DIVENDED AND THE LAND	\	Ψ30,00
		Total for Check: 113182	\$2,545.38
INTERNATION	ONAL CODE COUNC!		
215587	LEGAL-CODE ADMIN BOOK	1000862748	\$32.00
		Total for Check: 113183	\$32.00
INTERNATIO	ONAL EXTERMINATO		
215770	PEST CONTROL-FEB	02-1 04 8	\$40.00
215770	PEST CONTROL-FEB	02-1048	\$40.00
215770	PEST CONTROL-FEB	02-1048	\$113.00

	WARRANT RE	GISTER: 1644	DATE: 03/06/18
VOUCHER	VOUCHER	INVOICE	AMOUNT
	DESCRIPTION	NUMBER	PAID
215770 2 <mark>1</mark> 5770		02-1048 02-1048 Total for Check: 113184	\$40.00 \$40.00 \$273.00
	ONAL SOCIETY OF	16412	\$435.00
	CERTIFIED ARBORIST DUES	Total for Check: 113185	\$4 35 .00
	BATTERY SYSTEM BATTERY	64030380 Total for Check: 113186	\$127.95 \$127.95
215714	E BILLING SERVIC	3009447168	\$34.39
	CLAMP & GASKET	3009373153	\$40.02
	MIRROR BRACKET	3009540227	\$81.05
	SEAT BELT RETRACTOR	Total for Check: 113187	\$155.46
	F ARBORICULTURE	50631	\$135.00
	DUES & SUBSCRIPTIONS	Total for Check: 113188	\$135.00
I TOA	8 HR TACT VISION CLASS	5710	\$100.00
215597		Total for Check: 113189	\$100. 00
J & L METAL	DOORS, INC	T 517577	\$3,331.39
215755	DOORS REPLACE WATER PLAN	Total for Check: 113190	\$ 3,331.39
	& COMPANY	0143474	\$139.50
	BATTERIES FOR METERS	Total for Check: 113191	\$1 39 .50
JUNG, THON	MAS	4007	\$23.33
216000	OT PLOW MEAL-2/10/18	Total for Check: 113192	\$23.33
KASPERSKI ,	ERIC	50	\$7.70
215987	OT PLOW MEAL 2/8/18	601	\$11.52
215988	OT PLOW MEAL-2/10/18	Total for Check: 113193	\$ 19.22
KATHLEEN \	N BONO CSR	7688	\$309.90
215779	PUB HEARING-#HPC-01-2018	Total for Check: 113194	\$3 0 9.90
KELLER HEA	ARTT CO INC		

Village of Hinsdale

Page: 11 **WARRANT REGISTER: 1644** DATE: 03/06/18 VOUCHER INVOICE AMOUNT VOUCHER DESCRIPTION NUMBER PAID HYD OIL 0302886-IN \$967.50 215616 Total for Check: 113195 \$967.50 KHUEN, JILL JAN 18-YOGA INST REIMBURS 215897 022118 \$175.00 Total for Check: 113196 \$175.00 KIEFT BROS INC 215612 CATCH BASINS 227797 \$434.20 Total for Check: 113197 \$434.20 KINGS LANDSCAPING CO 215819 CONT BD-538 W HICKORY 23171 \$500.00 Total for Check: 113198 \$500.00 KLEIN, THORPE, JENKINS LTD 215724 LEGAL FEES THRU 1/31/18 193934-193944 \$24.094.25 Total for Check: 113199 \$24.094.25 KLOSTER, CAROL 215823 CONT BD-619 W NORTH 24007 \$500.00 Total for Check: 113200 \$500.00 KREFFT, THOMAS M REIMBURSE INVESTICATIONS 22827122**7** \$650.00 Total for Check: 113201 \$650.00 L.S.B.Z. INC 215821 CONT BD-18 E HINSDALE 23018 \$1,250.00 Total for Check: 113202 \$1,250,00 LINCHPIN SEO 215735 KLM MARKETING FEBRUARY 1409 \$400.00 215736 KLM MARKETING MARCH 1417 \$400.00 Total for Check: 113203 \$800.00 LIPKE KENTEX HESSE, INC 215596 PULSE ULTRA ALKALI 5 GALL 544426-1 \$95.45 \$95,45 Total for Check: 113204 MALCHOW, ERIC 215811 OVERPAID TICKET IN COLLEC 134903 \$50.00 Total for Check: 113205 \$50.00 MANGANIELLO, JIM FEBRUARY \$92.50 215813 METER READING

Total for Check: 113206

\$92.50

Run date: 01	-MAR-18 Village	e of Hinsdale	Page: 12
	WARRANT R	EGISTER: 1644	DATE: 03/06/18
VOUCHER	VOUCHER	INVOICE	AMOUNT
	DESCRIPTION	NUMBER	PAID
MATERIAL S	ERVICE CORP	5669756	\$558.49
216008	STONE BACKFILL	5670604	\$1,751.01
216009	STONE BACKFILL	Total for Check: 113207	\$2,309.5 0
MCDONALD,	SEAN	170595	\$129.00
215809	CLASS CANCEL	Total for Check: 113208	\$129.00
MCJAMES C	ONSTRUCTION SVC	24185	\$10,000.00
215831	CONT BD-115 N QUINCY	Total for Check: 113209	\$ 10,000.00
MENARDS	MAIL BOX REPLACEMENT	92897	\$189.86
215726		Total for Check: 113210	\$189.86
MENNON RU	BBER & SAFETY PPE GLOVES	29409	\$266.40
215618		Total for Check: 113211	\$266.40
MICHAEL TO	DD & CO INC	158665	\$483.10
215968	BROOMS	Total for Check: 113212	\$483.10
MICRO CENT	ER A/R OFFICE SUPPLIES/TOOLS OFFICE SUPPLIES/TOOLS OFFICE SUPPLIES/TOOLS WIRELESS USB ADAPTERS SPARE LAPTOP COMPUTER ADAPTERS FOR MONITOR	4391864	\$63.33
215716		4391864	\$63.33
215716		4391864	\$63.33
215716		4387307	\$66.44
215733		4388645	\$579.99
215802		4391212	\$59.70
215803		Total for Check: 113213	\$896.12
MINER ELEC	T RONICS	264753	\$142.50
215601	LABAR TO REPAIR RADAR	264332	\$190.00
215807	RADIOS	Total for Check: 113214	\$332.50
MONROE TR	UCK EQUIPT CO	320229	\$13.00
215969	WET TANK FITTINGS	Total for Check: 113215	\$13.00
MOTOROLA 3	SOLUTIONS	33819122018	\$34.00
215722	STARCOM FEES FOR FEB	Total for Check: 113216	\$34.00

NAMEPLATE & PANEL

WARRANT REGISTER: 1644			DATE: 03/06/1
VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
2159 71	TRIBUTE TREE TAG	230002 Total for Check: 113217	\$60.00 \$ 60.00
NAPA AUTO	PARTS		
216002	P/S HOSE, PWR STER FLUID	4343-534298	\$65.88
216002	P/S HOSE, PWR STER FLUID	4343-534298	\$58.70
216002	P/S HOSE, PWR STER FLUID	4343-534298	\$86.52
216003	LICENSE PLATE LAMP	4343-533233	\$8.55
216004	P/S PULLEY TOOLS	4343-535202	\$59.90
216005	MONTHLY STOCK ORDER	4343-530578	\$28.58
216005	MONTHLY STOCK ORDER MONTHLY STOCK ORDER	4343-530578 4343-530578	\$46.59 \$91.17
216005 216005	MONTHLY STOCK ORDER	4343-530576	\$91.17 \$94.90
216005	MONTHLY STOCK ORDER	4343-530576	\$11.40
210000	WONTHET STOOK ONDER	Total for Check: 113218	\$552.19
NAPERVILLE	READY MIX INC		
215633	CONCRETE FOR FD-SIDEWALK	64623	\$530.00
		Total for Check: 113219	\$530.00
NAVAL SURF	ACE WARFARE CTR		
216024	REP NIGHT VISION GOGGLES	N00164LE0773-18	\$2,500.00
		Total for Check: 113220	\$2,500.00
NEUCO INC			
215979	BOILER PARTS FD & PD	2909097	\$63.19
215979	BOILER PARTS FD & PD	2909097	\$63.18
215980	MISC BOILER PARTS FD & PD	2918621	\$78.06
215980	MISC BOILER PARTS FD & PD	2918621	\$78.05
215981	MISC BOILER PARTS FD & PD	2918736	\$36.07
215981 215982	MISC BOILER PARTS FD & PD MISC BOILER PARTS FD & PD	2918736 2910038	\$36.16 \$64.09
215982	MISC BOILER PARTS FD & PD	2910038	\$64.09
213902	MISC BOILER FARTS TO & FD	Total for Check: 113221	\$482.89
NICOR GAS			
215737	350 N VINE-1/4-2/2/18	13270110003	\$345.52
215738	5905 S CTY LINE-1/10-2/9	12952110000	\$308.04
215739	PLATFORM TENNIS-1/11-2/9	06677356575	\$974.50
215740	121 SYMONDS-12/22-1/24/18	38466010006	\$47.85
215740	121 SYMONDS-12/22-1/24/18	38466010006	\$47.85
215741	YOUTH CENTER-12/22-1/24	90077900000	\$413.33
		Total for Check: 113222	\$2,137.09
	MUNICATION		
215973	PICKLEBALL JAN 18 PROG	0318	\$17.50
		Total for Check: 113223	\$17.50

Run date: 01-MAR-18 Page: 14 Village of Hinsdale **WARRANT REGISTER: 1644** DATE: 03/06/18 VOUCHER INVOICE **AMOUNT** VOUCHER DESCRIPTION PAID NUMBER NORMANDY CONSTRUCTION 215827 CONT BD-330 N GRANT 23897 \$3,000,00 Total for Check: 113224 \$3,000.00 NORTH EAST MULTI-REGIONAL 215608 **BREACH POINT CLASS** 230986 \$100.00 215757 40 HRS FIELD TRAINING 230732 \$255.00 215758 TRNG AGGRESSIVE PATROL 230711 \$150.00 Total for Check: 113225 \$505.00 **NUCO2 INC** 215816 CHEMICALS 54911838 \$37,30 Total for Check: 113226 \$37.30 **ORACLE AMERICA INC** 215732 SOFTWARE SUP WATER SENSUS 43891982 \$40.44 Total for Check: 113227 \$40.44 PEERLESS FENCE 215766 PLAYGROUND FENCE 73658 \$12,900.00 Total for Check: 113228 \$12,900.00 PERMA SEAL 215824 **CONT BD-20 N GRANT** 24038 \$500.00 Total for Check: 113229 \$500.00 PORTER LEE CORPORATION ANNUAL SOFTWARE UPDATE 20188 \$1.013.00 215606 Total for Check: 113230 \$1,013.00 PRAIRIE PATH PAVERS INC 215818 CONT BD-406 E 9TH ST 22023 \$500.00 Total for Check: 113231 \$500.00 PRO ONE BUILDERS INC. CARPENTRY, PLUMB, ELECTRIC 1055 \$16,865.00 215899 Total for Check: 113232 \$16,865.00 PROVEN BUSINESS SYSTEMS 215801 COPIER MAINTENANCE 462928 \$233,28 Total for Check: 113233 \$233.28 QUALA-EL ENTERPRISES 4 HEADSETS FOR EMG ENGINE 35681 \$1,298.80

RAILROAD MANAGEMENT CO

215808

RAILROAD EASEMENT FEE

Total for Check: 113234

364441

\$1,298.80

\$651.84

Village of Hinsdale Run date: 01-MAR-18 Page: 15 WARRANT REGISTER: 1644 DATE: 03/06/18 VOUCHER INVOICE **AMOUNT** DESCRIPTION NUMBER VOUCHER PAID Total for Check: 113235 \$651.84 **REGIONAL TRUCK EQUIPMENT** 215617 SALT SPREADER HUB 209013 \$31.87 215713 **CUTTING EDGE-PLOW MARKERS** 209448 \$260.95 209096 216006 FLEXIBLE STEP \$134.30 Total for Check: 113236 \$427.12 RESOURCE MANAGEMENT ASSOC ASSESS-PROMOTIONAL TEST 215688 17145-1 \$9,236.43 216013 FD LIEUTENANT & CAP EXAMS 8573 \$2,380.00 Total for Check: 113237 \$11,616.43 RIMBOS, CHRISTOPHER 215836 STMWR BD-602 JEFFERSON 23189 \$9,375.00 Total for Check: 113238 \$9,375.00 **ROSS BUILDERS** 215591 REFUND OF TAP FEE P17-6388 \$800.00 Total for Check: 113239 \$800.00 **RYDIN SIGN & DECAL** 215895 FREIGHT FOR LICENSE PKG 340334 \$86.03 Total for Check: 113240 \$86.03 SAFETY-KLEEN SYSTEMS, INC. 215986 PARTS CLEANER **7**5719777 \$179.31 Total for Check: 113241 \$179.31 **SERVICE FORMS & GRAPHICS BUSINESS CARDS-CARTER** 215604 163550 \$50,18 215772 BUSINESS CARDS 163665 \$89,18 215772 **BUSINESS CARDS** 163665 \$89.18 215772 **BUSINESS CARDS** 163665 \$44.59 215772 **BUSINESS CARDS** 163665 \$133.78

215776	WINDOW & REG ENVELOPES	1636 66	\$984.00
		Total for Check: 113242	\$1,390.91
SHI INTERN	IATIONAL CORP		•
2158 0 4	FORTIGATE FOR PD CONNECT	B07 7 86967	\$1,017.00
215898	SOPHOS RENEW3/9/18-3/8/19	B07805808	\$2,683.15
		Total for Check: 113243	\$3,700.15
SILVA, MILT	ΓΟN G	·	
215825	ST MGMT-425 E THIRD	23630	\$3,000.00
		Total for Check: 113244	\$3,000.00

SILVA, MILTON G

Run date: u	I-MAK-18 Villagi	e or Hinsdale	Page: 16
	WARRANT R	EGISTER: 1644	DATE: 03/06/18
VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
215826	CONT BD-425 THIRD	23629 Total for Check: 113245	\$10,000.00 \$10,000.00
SMITH & WA	ARREN		
215605	DETECTIVE BADGE	A725257 Total for Check: 113246	\$164.34 \$164.34
SOMERSET	DEVELOPMENT		
215817	STMWR 8D-5547 S ELM	23099 Total for Check: 113247	\$10,400.00 \$10,400.00
SUBURBAN	DOOR CHECK		•
2 1572 7	PARK BLDG KEYS	IN497096	\$ 40.60
215974	VH DOOR LOCK CLOSER	IN497627	\$1,097.00
216026	REPAIR WHEEL CHAIR AUTO	IN497343	\$169.00
		Total for Check: 113248	\$1,306.60
SUBURBAN	LABORATORIES, IN		
215792	DBPR SAMPLING	152214	\$415.00
		Total for Check: 113249	\$415.00
SWAN CLEA	ANERS		
A . = AA-	-1		40.0

215697	CLEANING LODGE DRAPES	021218 Total for Check: 113250	\$249.75 \$249.75
T-2 SYSTEM	IS INC		
215759	FLEX MOBILE SUBSCRIPTION	F009450	\$1,653 .75
		Total for Check: 113251	\$1,653.75

		TOTAL TO CHECK.	113231	φ) ₁ 000.1 φ
TACTICAL	/IDEQ			
215765	SECURITY IMPROVEMENTS	200274		\$9,555.00

215765	SECURITY IMPROVEMENTS	200274	\$10,437.59
		Total for Check: 113252	\$19,992.59
TARTAN BL	JILDERS		

,,,,,,,,,,,			
215832	CONT BD-22 5 CLAY	23964	\$7,500.00
		Total for Check: 113253	\$7,500.00

IAKIAN D	NITDEKO NAC		
215833	CONT BD-628 S CNTY LINE	24115	\$10,000.00
		Total for Check: 113254	\$10,000.00

TASC			
216011	FMLA-ADMIN FEES	IN1213386	\$356 .25
216012	COBRA-ADMIN FEE	IN1190020	\$193.80
		Total for Check: 113255	\$550.05

TELCOM INNOVATIONS GROUP

Run date: 01-MAR-18 Village of Hinsdale Page: 17 WARRANT REGISTER: 1644 DATE: 03/06/18 VOUCHER INVOICE AMOUNT DESCRIPTION VOUCHER NUMBER PAID FRONT DESK RING CONFIGUR 215962 A51332 \$65.00 215963 SNOW OVERRIDE PHONES A51337 \$130.00 Total for Check: 113256 \$195.00 TERRACE SUPPLY CO 215790 WELDING SUPPLIES 70370996 \$49,46 Total for Check: 113257 \$49.46 THE HINSDALEAN ANNUAL PEST MGMT REV MTG 3453 215873 \$117.00 Total for Check: 113258 \$117.00 THE KNOT INC 215611 6 MONTH ADVERTISING INV00572211 \$2,250,00 Total for Check: 113259 \$2,250.00 THE LAW OFFICES OF 215872 ADMIN HEARINGS-TOWNINGS H-2-22-2018 \$100.00 Total for Check: 113260 \$100.00 THE POLICE & SHERIFFS 215603 ID CARD 102737 \$17.49 Total for Check: 113261 \$17.49 THE W-T GROUP, LLC 215787 TOLLWAY CONST END 2/5/18 CE17063-9 \$1,750.00 Total for Check: 113262 \$1,750.00 THIRD MILLENIUM V-PAG FEE 2/15/18-2/14/19 21636 \$1,800,00 215781 \$995,00 215782 VEHICLE ONLINE 2/18-2/19 21635 21632 215783 INSTALL-MODIFY VEHICLE SY \$4,995.00 215784 TRAINING V-PAY ONLINE 21633 \$800.00 Total for Check: 113263 \$8,590.00 THOMSON REUTERS WEST 215723 CLEAR CHARGES FOR JAN 837634667 \$182.99 Total for Check: 113264 \$182.99 TOMFOHRDE, DAVID 215834 CONT BD-403 N LINCOLN 19975 \$1,500.00 Total for Check: 113265 \$1,500.00 TRANE 215793 FILTER HUMAN SOCIETY-KLM 3790853 \$88.20 Total for Check: 113266 \$88.20

TREES R US INC

Run date: 01-MAR-18 Village of Hinsdale Page: 18 **WARRANT REGISTER: 1644** DATE: 03/06/18 VOUCHER INVOICE AMOUNT VOUCHER DESCRIPTION NUMBER PAID TREE PRUNING \$7,875,00 215760 21522 Total for Check: 113267 \$7.875.00 TYCO INTEGRATED SECURITY REPAIR FIRE ALARM 29922358 215725 \$438.00 Total for Check: 113268 \$438.00 UNIQUE APPAREL SOLUTIONS STATION WEAR \$99.00 215774 OE-48405 215983 3 PAIRS UNIFORM PANTS 047127 \$147.00 Total for Check: 113269 \$246.00 **UPS STORE** SHIPPING 2412 \$10.59 215729 215730 SHIPPING 2455 \$14.26 SHIPPING 215731 2510 \$35,10 Total for Check: 113270 \$59.95 **US GAS 2**90845 215773 MEDICAL OXYGEN \$109.94 Total for Check: 113271 \$109.94 VALUE PRO MECHANICAL, INC. CONT BD-15 GRANT SQ 215830 24131 \$500.00 Total for Check: 113272 \$500.00 **VERIZON WIRELESS** 9800719270 215588 FD MDT'S & IPADS-JET PACK \$213.06 215589 PD MDT'S, I-PADS, PK-WATE 9800719270 \$373.63 Total for Check: 113273 \$586.69 VICKERS CONSULTING \$1,200.00 216014 2017 AFG GRANT REG APPL 24765 Total for Check: 113274 \$1,200,00 VOLT ELECTRIC, INC. 215883 EMERG ST LIGHT REP-MB LTS 6722 \$3,580.00 Total for Check: 113275 \$3,580.00 WAREHOUSE DIRECT INC CLEANER FOR KLM 215691 3794396-0 \$32.58 215761 PAPER LTR 3774532-0 \$63.98 215762 OFFICE SUPPLIES **3777745-0** \$62.08 OFFICE SUPPLIES-PD 215763 3795327-0 \$40.63

3797222-0

3800356-0

3800355-0

3774371

\$45.50

\$65,39

\$1.30

\$122,35

OFFICE SUPPLIES

OFFICE SUPPLIES

OFFICE SUPPLIES

OFC SUPPLIES-INDEX CAR

215764

215769

215788

215815

Run date: 01-MAR-18 Village of Hinsdale Page: 19

	, .		
	WARRANT RI	EGISTER: 1644	DATE: 03/06/18
	VOUCHER	INVOICE	AMOUNT
VOUCHER	DESCRIPTION	NUMBER	PAID
215888	VH & MEM HALL JANITORIAL	3790216-0	\$304.95
215889	PUBLIC WORKS JANITORIAL	3790216-0	\$241.36
215890	WATER PLANT JANITORIAL	3790216-0	\$191.40
215961	AIR FRESHNER DISPENSERS	3737795-0	\$129.58
216019		380753 2- 0	\$125.36 \$156.84
	BINDERS & SUPPLIES	3804893-0	\$130.54 \$13,52
216022	COFFEE CREAMER FOR KLM	Total for Check: 113276	\$1,471.46
		Total for Check: 1132/6	φ1,471.4Q
WARREN OII			
215780	UNLEADED & DIESEL FUEL	W1118453	\$12,649.69
215780	UNLEADED & DIESEL FUEL	W1118453	\$7,163.31
		Total for Check: 113277	\$19,813.00
WESCON UN	IDERGROUND		
215989	EMER MAIN REP-632 W 58TH	18-4002	\$3,337.50
215990	EMER MAIN REP-850 N WASH	18-4001	\$3,712.50
		Total for Check: 113278	\$7,050.00
WEST CENT	RAL MUNICIPAL		
215679	2018 EAP PAYMENT	0008874-IN	\$247.80
215679	2018 EAP PAYMENT	0008874-IN	\$198.24
215679	2018 EAP PAYMENT	0008874-IN	\$396.48
215679	2018 EAP PAYMENT	0008874-IN	\$49.5 6
215679	2018 EAP PAYMENT	0008874-IN	\$520.38
215679	2018 EAP PAYMENT	0008874-IN	\$99.12
215679	2018 EAP PAYMENT	0008874-IN	\$99.12
215679	2018 EAP PAYMENT	0008874-IN	\$99.12
		000874-IN	\$49.5 6
215679	2018 EAP PAYMENT	0008874-IN	\$49.56
215679	2018 EAP PAYMENT	0008874-IN	\$4 9 .30 \$148.68
215679	2018 EAP PAYMENT	0008874-IN	\$140.56 \$49.56
215679	2018 EAP PAYMENT		\$74.34
215679	2018 EAP PAYMENT	0008874-IN	· · · · · · · · · · · · · · · · · · ·
215679	2018 EAP PAYMENT	0008874-IN	\$24.78
215679	2018 EAP PAYMENT	0008874-IN	\$173.46 \$247.80
215874	2017 EAP	0008491-IN	\$247.80 2478.40
215874	2017 EAP	0008491-IN	\$173.46 \$484.88
215874	2017 EAP	0008491-IN	\$421.26
215874	2017 EAP	0008491-IN	\$49.56
215874	2017 EAP	0008491-IN	\$520.38
215874	2017 EAP	0008491- i N	\$49.56
215874	2017 EAP	0008491-IN	\$99.12
215874	2017 EAP	0008491-IN	\$99.12
215874	2017 EAP	0008491-IN	\$49.56
215874	2017 EAP	0008491-IN	\$49.56
215874	2017 EAP	0008491-IN	\$148.68
215874	2017 EAP	0008491-IN	\$49.56
215874	2017 EAP	0008491-IN	\$49.56
215874	2017 EAP	0008491-IN	\$24.78

Run date: 01-MAR-18 Village		-MAR-18 Village	of Hinsdale	Page: 2	
		WARRANT RE	GISTER: 1644	DATE: 03/06/18	
	VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID	
	215874	2017 EAP	0008491-IN Total for Check: 113279	\$173.46 \$4,485.18	
	WESTMONT	PARK DISTRICT	02122018	\$84.00	
	215756	GYMNASTICS SESSION 1	Total for Check: 113280	\$84.00	
	WIGHTMAN 1	HOMES	23878	\$1,500.00	
	2158 22	CONT BD-412 W WALNUT	Total for Check: 113281	\$1,500.00	
	WILLOWBRO	OOK FORD INC	5130171	\$81.34	
	215970	THROTTLE POSITION SENSOR	Total for Check: 113282	\$81.34	
	WU, XIANGM	EI	1200987	\$31.65	
	215593	OVERPAID FINAL WATER	Total for Check: 113283	\$31.65	
	XEROX COR	PORATION	092076370	\$85.00	
	215594	JAN MAINTENANCE FD	Total for Check: 113284	\$85.00	
	YIAYIAS PAN	CAKE HOUSE	140422	\$71.88	
	215629	OT SNOW MEAL-2/6/18	Total for Check; 113285	\$71.88	
	ILCMA 215631	JOB POSTING-CREW WORKER	1157 Total for Check: 113286	\$50.00 \$50.00	

END OF REPORT

REPORT TOTAL \$586,824.36



AGENDA ITEM # 7 6

REQUEST FOR BOARD ACTION

Administration

AGENDA SECTION:

Consent Agenda - ACA

SUBJECT:

Approval of a street closure on Chicago Avenue and Burlington Drive from Washington Street to Garfield Street on Sundays, June 17, 2018,

August 12, 2018 and October 7, 2018

MEETING DATE:

March 6, 2018

FROM:

Emily Wagner, Administration Manager

Anna Devries, Economic Development Coordinator

Heather Bereckis, Superintendent of Parks & Recreation

Recommended Motion

Approve a street closure on Chicago Avenue and Burlington Drive from Washington Street to Garfield Street on the following Sundays: June 17, 2018, August 12, 2018 and October 7, 2018 for a Fuelfed coffee and classics car event.

Staff recommends using Chicago Avenue and Burlington Drive for pedestrian safety and convenience. The Village Board approved the Fuelfed car show street closure last year for Sunday, August 20, 2017, and Sunday, October 1, 2017.

Background

Staff is in receipt of a request from Lorraine Hughes who is the Vice President of Fuelfed, Inc. regarding an event called Fuelfed Coffee and Classics. The event consists of Fuelfed members gathering with their classic European vehicles. While the event is for Fuelfed members, the public is welcome to attend as spectators. There are no commercial interests represented at the event. Fuelfed estimates between 50 and 70 cars per event.

The proposed dates of the event are Sunday, June 17, 2018, Sunday, August 12, 2018, and Sunday, October 7, 2018, from 9:00 a.m. to 11:00 a.m. It is requested that set-up begins at 8:30 a.m. and tear down begins at 11:00 a.m. If approved, the event would take place on Chicago Avenue and Burlington Drive in between Washington Street and Garfield Street. Fuelfed is a not for profit group and the event would be open to the public and free of charge.

The 2017 Fuelfed events were well attended and staff received positive feedback from the community.

<u>Discussion & Recommendation</u>

The event would take place during off-peak business hours and would have little impact on the traffic flow. In the event that Chicago Avenue and Burlington Drive are not approved by the Village Board, the Village parking lot on Washington Street just south of the Mobil station would be a second option. Staff has verified that the Fuelfed events will not impact any scheduled Parks & Recreation activities in Burlington Park.



Budget Impact

The applicant is not requesting Village staff or resources for the event. Barriers to close streets will already be available for the weekly Farmer's Market events, and Fuelfed staff indicated that they will move barriers as needed. Police staff will be available in the event that Fuelfed requires assistance with moving the barriers.

Village Board and/or Committee Action

The Village Board reviewed this item as a first read at the February 15, 2018, Village Board meeting.

Documents Attached

- 1. Fuelfed Coffee and Classics event application
- 2. Map with proposed locations
- 3. Certificates of insurance

Village of Hinsdale Special Use Request Form

Organization Making Requ	est*: Fuelfed, Inc.
Contact Information Na	me*: Lorraine Hughes
Addres	ss*: 5225 N Ravenswood Ave, Suite 201, Chicago, IL 60640
Daytime Phon	e*: 312,401.1975
FAX Numl	per: 773.878.1940 You will need to phone first so we change the setting
E-mail addre	ss*: fuelfed2@gmail.com
	Non-Profit For Profit X
Please indicate in the boxes abo	ve your preferred method of being contacted with approval*.
Facility*: street parking on E	. Chicago Avenue / Burlington Avenue
Location within Facility (Sp	ecific)*: E. Chicago Avenue / Burlington Avenue (Washington Street to Garfield
Street, along Burlington Park.) Name of Event*: Fuelfed Coffee & Classics Hinsdale
Event Description*: Fuelfed	member gathering of classic European vehicles (prior to 1990) with a minor
portion driving more recent E	uropean cars. The public is welcome to attend as spectators. Non-members may
park in the event space if they	meet the classic European vehicle criteria.
Date(s) of Event*: 2018 J	une 17, August 12, October 7
Requested Time Period*: 9:	00-11:00a (Setup begins at 8:30a.m./Tear Down @ 11:00a.m.)
Is your agency Non-Pro	ofit (provide Tax ID #)
	fit X 90-0938352
Required information	
To be completed by the Villag	ge of Hinsdale

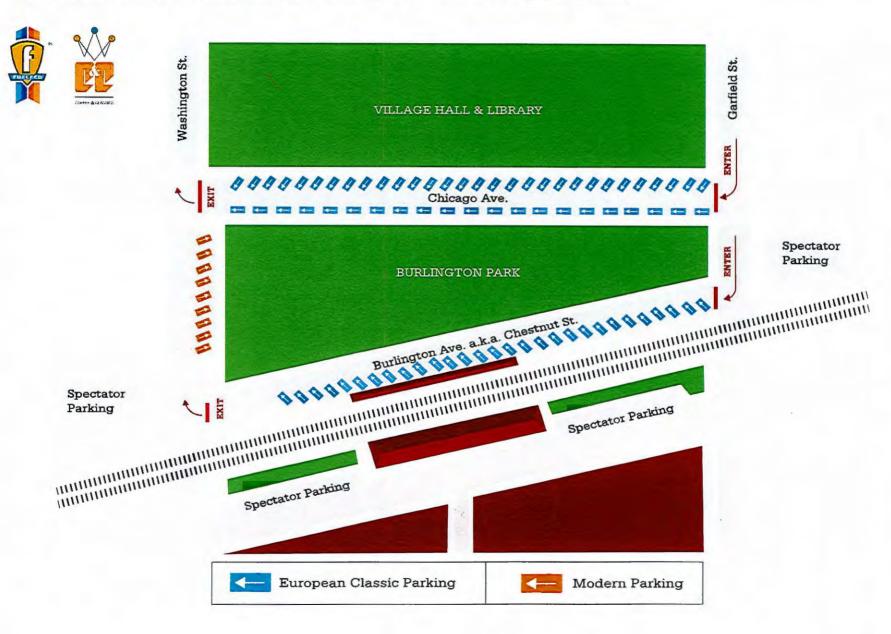
Important Notes for Applicants: This completed form must be received in the Director of Parks & Recreation office a minimum of six weeks prior to the requested time period. Requests will be approved on an individual basis. Submitting a request does not guarantee the approval of said request. You will receive confirmation of approval. Application must include a schedule of events and a detailed site plan. The fee is \$250 for park usage. The fee may increase based on scheduled activities or time frame of the event.

Signature Approval of the Village Manager (or designee)

Village of Hinsdale Parks and Recreation 19 East Chicago Avenue, Hinsdale, IL 60521 Phone: (630) 789-7090 Fax: (630) 789-7016

Fuelfed Coffee & Classics Hinsdale

Due to traffic patterns, please enter from the north on Garfield, heading southbound.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/05/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hagerty Insurance Agency LLC 141 River's Edge Drive Traverse City MI 49684-3265	NAME: PHONE (AG, No, Est): (800) 922-4050 (A/C, No): E-MAIL ADDRESS:
reading cirk by along, 1900	INSURER(S) AFFORDING COVERAGE NAIC #
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5225 N Ravenswood Ave #201	INSURER D:
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Chicago IL 60640	INSURER F;
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GESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Rema Include as additional insured: Certificate Holder but actions and / or negligence with regards to the Fuel: commuter parking lot in downtown Hinadale between Lin 8/12/18, and 10/7/18.	t only with respects to the mamed insured's fed Coffes & Classics to be held at the
CERTIFICATE HOLDER	CANCELLATION
Village of Hinadala	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
19 E. Chicago Ave.	AUTHORIZED REPRESENTATIVE
Hinedala IL 60521	Galan Gara

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Administration

AGENDA SECTION:

Consent Agenda -- ACA

SUBJECT:

Ordinance to Declare Surplus and Dispose of Village Property

MEETING DATE:

March 6, 2018

FROM:

Bradley Bloom, Assistant Village Manager/Director of Public Safety

Recommended Motion

To approve an ordinance to declare certain Village owned property as surplus and dispose of the property as directed by the Village Manager.

Background

The Village purchased a copy machine that was used at the KLM Lodge. The copy machine is no longer used and has been replaced and currently has no salvage value.

Discussion & Recommendation

Village staff recommends that the copy machine be declared as surplus and disposed of since it has no salvage value.

Budget Impact

None.

Village Board and/or Committee Action

Documents Attached

- 1. Ordinance Declaring Village owned property as surplus.
- 2. Addendix description of surplus property.

VILLAGE OF HINSDALE

ORDINANCE NO. O2018-

AN ORDINANCE AUTHORIZING THE SALE BY AUCTION OR DISPOSAL OF PERSONAL PROPERTY OWNED BY THE VILLAGE OF HINSDALE

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

WHEREAS, it has been determined by the President and Board of Trustees of the Village of Hinsdale to sell said property on the E-Bay Auction website (www.ebay.com) open to public auction or otherwise donate or dispose of the property.

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

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

<u>Section Two:</u> Pursuant to said 65 ILCS 5/11-76-4, the Village Manager is hereby authorized and directed to sell the aforementioned personal property now owned by the Village of Hinsdale on the E-Bay Auction website (www.ebay.com) open to public auction, on or after Wednesday, March 7, 2018, to the highest bidder on said property, or otherwise donate or dispose of the property.

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

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

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

Section Six:	Upon	payment	of the	full	auction	price,	the	Village	Manager	is	hereby
authorized a											
the successf	ul bidde	er.	_							-	

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

PASSED this 6th day of	March 2018.		
AYES:			
NAYS:			
ABSENT:			
APPROVED this	day of	2018.	
		Village President	_
ATTEST:			
Village Clerk			

EXHIBIT A INVENTORY FORM*

Municipality: Hinsdale

Contact Person: Brad Bloom

Phone Number: (630)789-7007

FAX Number: (630)789-1895

YEAR	ITEM/MAKE	MODEL/STYLE	VIN NUMBER	MINIMUM BID
		Electronics		
2006	Toshiba	e-Studio 450	ec432269	No Value



AGENDA ITEM # 700
REQUEST FOR BOARD ACTION

Public Services & Engineering

AGENDA SECTION:

Consent Agenda

SUBJECT:

Capital Equipment Purchase – Water and Sewer Division

MEETING DATE:

March 6, 2018

FROM:

Mark Pelkowski, Public Services Superintendent of Water & Sewer

Recommended Motion

Waive the formal bid process and approve purchase of a water response trailer to Advantage Trailer in the amount not to exceed \$22,024.

<u>Background</u>

Included in the FY17-18 Capital Improvement Plan ("CIP") is \$25,000 for the purchase of a new water main response trailer that will be used for Water and Sewer operations. The water response trailer will be utilized by the Water Division to provide an efficient method of storing parts, tools, and safety equipment for onsite use to conduct repairs during emergency water responses. The water response trailer will also provide shelter to staff during adverse weather conditions.

Discussion & Recommendation

Originally budgeted within the FY17-18 CIP was a water main response van, that was proposed to replace two (2) pieces of equipment being utilized for water and sewer operations; truck unit #69 and truck unit #25. Upon further review, Village staff recommended the purchase of the water response trailer and mini excavator for \$74,878 combined, in lieu of the originally budgeted water response van for \$115,000. The new staff recommendation of the water response trailer and mini excavator was previously discussed at the January 9, 2018 Village Board Meeting, with the mini excavator being approved at the January 9, 2018 Village Board Meeting.

Budget Impact

For the purpose of securing competitive pricing, Public Services solicited bids for purchase of a new water response trailer. Village staff solicited pricing from five (5) vendors, and received two (2) quotes, and one (1) no bid. Reflected in the table below are the prices provided by vendors for the new water response trailer (attachments #1, and #2). The total cost for purchase of the new water response trailer through Advantage Trailer is \$22,024.00, which is \$2,976.00 under budget.

Vendor	Total Price
Advantage Trailer	\$22,024.00
Complete Trailers	\$23,245.80
Becker Custom Trailers	No Bid

Village Board and/or Committee Action

Per the Village's approved meeting policy, this award is included on the Consent Agenda without the benefit of a First Reading because it meets the definition for a routine item: it is included in the approved budget, is under budget, and is less than \$500,000.

REQUEST FOR BOARD ACTION



- Documents Attached

 1. Advantage Trailer Quote
 2. Complete Trailers Quote





110 East North Avenue, Carol Stream, IL 60188 Toll Free 800-832-5331 ph. (630) 580-5840 fx (630) 580-5843

Model	Description				M.S.R.P
MTB8.5X18TA3	MTB 8.5 x 18 TA3 Bumper Pull		, , , , , , , , , , , , , , , , , , ,		\$7,392
	·				
Enterior Color	: White SELECTED OPTIONS	***************************************		rack to new to the selection of the second	
Option Code	Description Description	Unit Price U	nit of Measu	re Quantity E	xtended Price
•	Ramp Door With Flap for 8/8.5 Wide - Std. Height	\$630	ea.	1	\$630
	B Add 6 in height [8' and 8.5' Wide Units]	\$ 9	ĻF	18	\$162
5.19	5 12" Extension for Trailers That Already Have a 3rd Member Tongue	\$70	83.	4	\$70
	Note: Any Trailers with 5,200 lb. Axies or Greater (except for single axie				
	8 Walk-On Roof (Roof only - Must add Ladder)	\$21	ft.	18	\$37 8
	9 32" RV Door With Window & Screen	\$ 525	0 a.	1	\$525
	2 6 Bolt Aluminum Wheel In Place of 6 Bolt White ST225/75R15D	\$133	ea.	4	553 2
	5 Screwless Sides - For Std Height Units That Have 16" O.C. Walls Only		ft.	18	\$252
	1 Stabilizer Jacks (Heavy Duly) 7000 lb Crank Down	\$105	pr.	1	\$105
7.3	1 5.2 mm White Walts in Place of 3/8" Plywood	\$ Ü	9 3 .	18	\$0
	Note: Not available on Gooseneck or 5th Wheel Trailers or Units Taller				
· ·	5 insulation - Walls	\$1	sf.	308	\$308
	5 White Vinyl Liner with Insulation	\$23	fit.	18	\$414
	3 5'-8' Aluminum Straight Base Cabinet Only	\$952	80.	İ	\$952
	5 5'-8' Aluminum Overhead Only 16" Tall x 16" Deep	\$616	ea.	1	\$616 \$20
	8 5' to 6' Overhead Only	\$21 0	6a .	1	\$210
	2:55 KW Onen Gas Generator w/30" Wide x 30" Tall Door Enter Option (- 2.7 cl - mentions a company co	ja.		\$7,140
18.0.	2 Electrical Package #2	\$756	ea.	ì	\$756
	(3) Fluorescent Lights 4' or 8'				
	(2) 110-Volt Switches				
	(4) 110-Volt Interior Recepts				
	(1) 110-Volt GFI Exterior Recepts				
	50 Amp. Service with Life Line				
44.0	Brace & Wire for Air Conditioner 1 Converter - 110-Volt to 12-Volt	\$245	an.	1	\$245
	t Convenier - 110-voit to 12-voit 6 UPGRADE to 4' LED Bulbs on 110v 4' Lights w/Diffusers IPO Std Fluon		ea. pair	1,5	\$240 \$147
	t 110-Volt Ground Fault (GFt) Recept	\$49	69' hau	1,0	549
	· · · · · · · · · · · · · · · · · · ·			1	\$1,330
. 31.4	7 Air Conditioner - 15,000 BTU - Roof Mount	\$1,330	ea.	•	\$1,030
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	Quoted: 2/1/2018		В	ASE PRICE	\$7,39
	Customer			INS TOTAL	\$16,79
mark				ER TOTAL	\$24,18
				FREIGHT	\$29
	•			SETUP	\$
				DOC FEE	\$6
Phone:		1		DISCOUNT	\$2,70
Email:				UB-TOTAL	\$21,84
	——————————————————————————————————————	£ .		(%0.0) XAT	\$
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	Jim Groveau		LIGEIN	TOTAL.	\$17 \$22,02
	630-580-5840 ext. 104			DEPOSIT	254,02
	COD DOCUME GAL TON	1	PAI	ANCE DUE	\$22,02
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Advantage Trailer	s Dale Purchas			WAS COMMENTED TO STATE OF THE S	

Sheet: MTB Quote Form File: Village of Hinsdale 3





110 East North Avenue, Carol Stream, IL 60108 Toll Free 800-832-5331 ph. (630) 500-5040 fx (630) 590-5843

Option Code		Unit Price	Unit of Weasur	re Quantity	Extended Price
11,52 Heater - 4 ft.		8154	Ga.	2	\$308
2.04 ATP ON FLC		\$4 7	FT	25	\$1,175
2.041 SMALL ARR	OW BOARDS ON ROOF	\$244	ea.	2	\$488

*** Custom sizes and configurations available on request. ***

Specifications and Pricing subject to change without notice. Quote valid for 30 days. Subject to acceptance by Advantage Trailers.

Attachment #2

Dajivory/Pickup

VIN#

TERMS



10,000 Brighten Road Henderson, CD 80640 Phona (303) 256-2965 Fax (303) 007-6544 www.complotefreiters.com

DATE:

Devicely Std., 2018

Citent Info

Mark Polkowski 630-789-7062

Expected Collvery

Comments or Special Instructions:

Brian Carrier							
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	Carbon Monoxide I						
	10 Gallon Fuel Ten Remote Start/Stop						
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	4 - 110V Interior Re						
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	1 - Exterior GFI Re					_	
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+1,000 Arrow Boards on Roof (Installed)

Total=#22,245,80;

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AGENDA ITEM # 70
REQUEST FOR BOARD ACTION
Public Services & Engineering

AGENDA SECTION:

Consent Agenda - EPS

SUBJECT:

Bid #1639 - Custodial Services

MEETING DATE:

March 6, 2018

FROM:

Brendon Mendoza, Administrative Analyst

Recommended Motion

To approve the award of Custodial Services Bid #1639 to Eco-Clean Maintenance, Inc., for custodial services within Village facilities, for year one, in the amount not to exceed \$74,184.00.

Background

Every two years, the Village solicits competitive pricing for custodial cleaning services. In January 2018, Public Services Staff solicited sealed bids for the 2018 through 2020 custodial services. The bid package for the custodial services included the following Village facilities; Village Hall, Memorial Building, Water Treatment Plant, Public Services Garage, Police Department, Brush Hill Depot, and the Highland Station. Public Services staff published the bid package on Monday, January 29, 2018. Public Services staff provided the bid package to fourteen (14) vendors, placed a legal ad in the Daily Herald, and posted the bid package on the Village website. Public Services staff hosted a pre-bid meeting on Wednesday, February 7, 2018 beginning at the Village Hall, to allow prospective bidders to view the Village facilities and ask questions regarding the scope of the bid. The bid opening was held on Wednesday, February 21, 2018 and the Village received five (5) competitive bids.

Discussion & Recommendation

Public Services staff recommends Eco Clean Maintenance Inc. ("Eco Clean") for custodial cleaning services throughout various Village facilities. As the Village has no past experience with Eco Clean, Village staff conducted a thorough reference check to ensure Eco Clean has been responsive and performed satisfactory work for previous clients. Of the references contacted, all provided positive responses in regards to utilizing Eco Clean. In the event that Eco Clean's performance is not satisfactory, after year one the Village reserves the right to not renew the custodial contract for a second year, as this is a two year contract. Eco Clean provided the lowest total bid (Please see attachment #2). Please see table below for a breakdown of pricing provided.

	Eco Clean Maintenance	Perfect Cleaning Service	Alpha Building Maintenance	Multisystem Management Company	All Cleaners, Inc.
Year One	\$74,184	\$77,640	\$81,542	\$91,836	\$94,284
Year Two	\$74,184	\$77,640	\$83,592	\$91,836	\$94,284
Total	\$148,368	\$155,280	\$165,144	\$183,672	\$188,568

Budget Impact

The Village uses funds from various Village Department's budgets for custodial cleaning expenses. The year one (1) contract is \$13,978 under budget, as Eco Clean provided year one (1) pricing of \$74,184. Prior to receiving bids, Village staff originally budgeted \$88,162 for custodial cleaning services. In the



event that Eco Clean provides a satisfactory performance, near the expiration of year one, Village staff will request approval to renew the contract for year two (2).

Village Board and/or Committee Action

Per the Village's approved meeting policy, this award is included on the Consent Agenda without the benefit of a First Reading because it meets the definition for a routine item: it is included in the approved budget, is under budget, and is less than \$500,000.

- <u>Documents Attached</u>
 1. Bid #1639 Eco Clean Maintenance Inc. Proposal
- 2. Bid #1639 Custodial Services Bid Tabulation

Attachment #1

CUSTODIAL SERVICES COMPLETE (12 MONTHS) <u>CONTRACT 1A</u> May 1, 2018 – April 30, 2019

	and the second second second second		
FACILITY INCLUDED IN CONTRACT	MONTHLY \$ IN WORDS	\$ PER MONTH	S PER YEAR
	A Property of the Control of the Con		
VILLAGE HALL/ MEMORIAL	one thousand eight hundred ninety	1,898	22,776
BUILDING	hundred ninety	11010	ſ
20,170.87 square feet	l'ant.		
POLICE DEPARTMENT	one thousand,	1,700	20,400
8,758.25 square feet	seven hundred		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
WATER PLANT	seven hunder	740	12 000
6,018 square feet	forty	170	<i>&,860</i>
PUBLIC SERVICES	one thousand		11 -11 -
18,904 square feet	two husband.	1,200	14,400
BRUSH HILL STATION	three hushed	.7 -	2011
838 square feet	wester two	32z	3,864
HIGHLAND STATION	three hundred	200	7 011
253 square feet	menter two	322	3,864
<u>TOTAL COST FOR ONE YEAR</u> May 1, 2018 – Apríl 30, 2019	seventy four thousand one hundr eight four out the		,

CUSTODIAL SERVICES COMPLETE (12 MONTHS) CONTRACT 2B May 1, 2019 - April 30, 2020

FACILITY INCLUDED IN CONTRACT	MONTHLY \$ IN WORDS	s per month	S PER YEAR
VILLAGE HALL/ MEMORIAL BLDG	one thousand eight	1,898	22,776
20,170.87 square feet	eight	,	
POLICE DEPARTMENT 8,758.25 square feet	one thousand	1,700	20,400
WATER PLANT 6,018 square feet	seven husbir	740	8,880
PUBLIC WORKS 18,904 square feet	one thousand	1,200	14,400
BRUSH HILL STATION 838 square feet	three husbest	322	3,864
HIGHLAND STATION 253 square feet	three thousand	, 322	3,864
<u>TOTAL COST FOR ONE YEAR</u> May 1, 2019 – April 30, 2020	one hughest eight for and mo		

74,184,00

GRAND TOTAL for TWO YEARS (ITEMS 1A + 2B) May 1, 2018 – April 30, 2020

s 148,368,00

B. <u>UNIT PRICE CONTRACT</u>

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

COMPLETE TABLE AS INDICATED

	Unit Price Item	<u>Unit</u>	Approximate Number of <u>Units</u>	Price Per Unit	Extension
1	Annual Custodial Services (Year1)	1	12	\$0.00	\$0.00
2	Annual Custodial Services (Year 2)	ī	12	\$0.02	\$0.00

TOTAL CONTRACT PRICE: one number forty eight thousand three hunded		00	Cents
(in writing)8/44y eigh	+	(in writing)	-
148,368,00	Dollars and	00	Centa
(in figures)		(in figures)	

C. COMBINED LUMP SUM/UNIT PRICE CONTRACT

(1)		rming, and completing UM WORKJ, the total sum		0
		Dollars and	Cents	
(in writing)	(in writing)			
		Dollars and	Cents	
	(in figures)	(in fig	gures)	

(2) For providing, performing, and completing all Work related to [DESCRIBE UNIT PRICE WORK], the sum of the products resulting from multiplying the number of acceptable units of Unit Price Items listed

Attachment #2

V難age of Hinsdale BID 1639 - CUSTODIAL SERVICES Bid Tabulistica	Eiro Clean Ma 515 West Wing Einhurst Bid Bond		Perfect Ciganin 5852 N. Netho Chicago, J Bid Bond	rest Highway	Alpten Bulletin 12713 Hee Homer Gler Bird Bond	dlay Road	Multisystem Manag 1900 E, Gold Ro Schsumberg Bid Bond	ad, Sum 950	All Che 0.12 Enroy Villoution Bid Bond	Byin Cyfre
YEAR 1	Monthly Amount	\$ per Year	Monthly Amount	3 per Year	Monthly Amount	5 per Year	Monthly Amount	S per Year	Monthly Amount	S per Year
VILLAGE HALLMENORIAL INDO	\$1,898,00	\$22,776,00	\$1,620,00	\$19,440,00	52,528,00	531 538 60	\$1,950,00	\$23 400 ao	\$1,940,00	\$23,280.0e
POLICE DEPT	\$1,700.09	\$20,400.00	52.045.00	524 540,00	\$924.00	\$11.088.00	\$2,793,00	\$39,516,00	\$2,960,00	\$36,400,00
WATER PLANT	\$740,60	\$8,880.00	\$610,00	\$7,320.00	9635,00	\$7,620,00	\$645,00	\$7,740,00	3,576,00	\$6,912,00
Public Services	\$1,200.00	\$14,400,00	\$1,100.00	\$13,200.00	\$2,494,50	\$29,928,00	\$1,305.00	\$15,660.00	\$1,883.00	\$19,838.00
BRUSH HILL STATION	\$322.00	\$3,864.00	5595.00	\$7,140.00	\$68,00	\$1,056,00	\$645.00	27,740.00	\$384.00	\$4,609.00
HIGHLAND STATION	\$322,00	\$3,864,00	\$500,00	\$6,0 0 0,00	\$27.00	\$324.00	\$315.00	\$3,780.00	\$354,00	\$4,248,00
TOTAL COST FOR ONE YEAR (5/1/18 - 4/30/19)	\$6,182.00	\$74,184.0ú	\$6,470.00	\$77,840,00	\$6,796.00	\$81,552.00	\$7,653.00	\$91,835,80	\$7,857,00	\$94,284.00
一 (4) (4) (4) (4) (4) (4) (4) (4)	in the off and it is	The state of the s	· 在加坡的工作。	and the state of the			14.24周年3月3日	(4) 建物酸钾 安美斯州 可永江區	A CONTRACT SOUTH	の名が他の個性を開発されてい
YEAR 2	Monthly Amount	\$ per Year	Monthly Amount	5 per Year	Monthly Amount	\$ per Year	Monthly Amount	\$ per Year	Monthly Amount	5 per Year
VILLAGE HALLMEMORIAL BLDG	\$1.896.00	\$22,776.00	\$1,620,00	\$19,440.00	\$2,694,00	\$32,328.00	\$1,950,00	\$23,460,00	\$1,940,00	\$23,280.00
POLICE DEPT	\$1,700,00	\$20,400,00	\$2,045.00	\$24,540,00	\$847.00	\$11,384.00	\$2,783,00	\$35,516,0U	\$2,9\$0,00	\$35,400.06
WATER PLANT	\$740.00	96,080.00	\$610.00	\$7,320.00	\$651.00	\$7,812.00	\$845,00	\$7,740,00	\$576.00	\$5,912.00
PUBLIC SERVICES	\$1,200,00	\$14,400.00	\$1,100,00	\$13,200.00	\$2,556,00	\$30,672,00	\$1,305,00	\$15.660.00	\$1,653,00	\$19,838,00
SRUSH HILL STATION	\$322.00	\$3.084.00	\$895.00	\$7 140.00	\$90.06	\$1,080,00	\$845,00	\$7,740,00	\$384.00	\$4,608.00
HIGHLAND STATION	\$322,05	\$3,864,00	\$500.00	\$6,000,00	\$28,00	\$\$36,00	\$315.00	\$3,780,00	\$354.00	\$4,248.00
	\$6,182,00	\$74,164.00	\$6,470,00	\$77,640.00	\$6,966,00	\$63,592,00	\$7,653,00	\$91,636,00	\$7,857.00	\$94,284.00
TOTAL COST FOR ONE YEAR (5/1/19 - 4/30/20)	70' Id T'\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\									
TOTAL COST FOR ONE YEAR (5/1/19 - 4/30/20)	\$6.102.00 62.102.00	4.4	* 60 34 18 18					591,636.00		



AGENDA ITEM # 800

Administration

AGENDA SECTION:

Second Reading – ACA

SUBJECT:

Contract with Mac Strategies Group, Inc. for a month to month period

February 28, 2018 through March 31, 2018

MEETING DATE:

March 6, 2018

FROM:

Kathleen A. Gargano, Village Manager

Bradley Bloom, Assistant Village Manager/Director of Public Safety

Recommended Motion

Approve a month to month contract with Mac Strategies Group, Inc., Chicago, Illinois (Mac Strategies) in an amount not to exceed \$6,500 per month for the period of February 28, 2018 through March 31, 2018 for lobbyist services related to the Illinois State Toll Highway Authority (Tollway) expansion project.

Background

In May 2017, the Village entered into a contract with Mac Strategies for a period of three months May 2017 through August 2017 to provide lobbyist services related to the Tollway expansion project. On September 19, 2017 the Village Board approved extending the contract an additional 90 days ending on December 19, 2017. The Village Board agreed at that time to extend the contract on a month to month basis. This is a professional service and the sum of the agreement was within the Village Manager authority to approve. The use of a lobbyist was recommended as a means to champion the Hinsdale position related to the proposed expansion to key statewide leaders and within the Tollway. The Village explored and pursued this option after receiving recommendations by current and former state officials.

Discussion & Recommendation

The Tollway is continuing in the design stage and there appears to be an anticipated final design date in the spring of 2018. The contract with Mac Strategies was entered into to cover the period of design which originally was anticipated to be completed by the end of summer. The Village has been advised by Tollway officials that the design work is continuing with an initial design is expected late October or early November with final design anticipated for spring 2018. It is staff's recommendation to retain the lobbyist services on a month to month basis for an additional month ending on March 31, 2018 subject to the approval of the Village Manager in order to have some influence over the initial design. If the initial design is not known by end of March 2018, and if necessary, the Village Board could extend the agreement.

Budget Impact

The cost for this agreement equates to an additional \$6,500. From the start of this agreement in May 2017 through February 2018 the has spent \$65,000 (10 months at \$6,500 per month) for this unbudgeted expense. However, given the impact that any expansion of the Tollway could have on the Hinsdale community including its residential area, its parks and revenues, Staff recommends retaining the services until a final decision has been made.

Village Board and/or Committee Action

Following discussion at their meeting of January 9, 2018, the Board agreed to extend this agreement on a month to month basis going forward.

Documents Attached

REQUEST FOR BOARD ACTION



1. Mac Strategies Group, Inc. proposed agreement for the period of February 28 through March 21, 2018.

Mac Strategies Group, Inc.

AMENDMENT TO LOBBYIST AGREEMENT

THIS AMENDMENT TO LOBBYIST AGREEMENT ("Amendment") is entered into as of February 23, 2018, by and between the Village of Hinsdale, an Illinois municipal entity ("Client"), and Mac Strategies Group, Inc., an Illinois corporation ("Lobbyist"). Client and Lobbyist are hereinafter referred to collectively from time to time as the "Parties".

<u>Recitals</u>

- A. The Parties entered into a Consulting Agreement ("Agreement") dated as of January 9, 2018, pursuant to which Company retained Consultant to provide certain consulting services for the Company.
- B. The Parties desire to set forth in this Amendment certain modifications to the Agreement.
- C. In all other respects, the Agreement shall control the relationship between the Parties and all references to the "Agreement" in the Agreement and this Amendment shall mean the Agreement as amended hereby.

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

- 1. The foregoing Recitals are incorporated into this Amendment.
- 2. The Term of the Agreement is extended from February 28, 2018 until March 31, 2018.

IN WITNESS WHEREOF, the Parties have duly executed this Amendment effective as of the day and year first above written.

THE VILLAGE OF HINSDALE	MAC STRATEGIES GROUP, INC.,
By:	The COL
Kathleen Gargano	By:
Title: Village Manager	Ryan Mo Laughlin
Thio. Thego Hanagor	Title: President & CEO



AGENDA ITEM # Sh REQUEST FOR BOARD ACTION Administration

AGENDA SECTION:

EPS - Second Reading

SUBJECT:

Recommendation to Approve an Intergovernmental Agreement with

Community Consolidated School District 181 for a Parking Deck.

MEETING DATE:

March 6, 2018

FROM:

Bradley Bloom, Assistant Village Manager/Director of Public Safety

Recommended Motion

To approve an Intergovernmental Agreement (IGA) between the Village of Hinsdale and Community Consolidated District 181, for the construction and maintenance of a parking deck.

Background

In 2015, discussions began between Village staff and Community Consolidated School District 181 staff in the context of a proposed project related to the proposed reconstruction of the Hinsdale Middle School project. These discussions were put on hold due to the initial referendum not receiving voter approval in early 2016. In the fall of 2016, upon passage of the second referendum, Village staff and the District staff began working in earnest to provide to the community a shared solution to a long standing challenge of providing parking to both the Central Business District (CBD) and, in and around, the Hinsdale Middle School which immediately abuts the CBD.

Discussion & Recommendation

During 2017, School District 181 representatives including Board President Jennifer Burns and Member Margie Kleber, along with District staff members Dr. Don White, Moshin Dada and attorney Brian Mulhearn met with Village representatives including Village President Tom Cauley, Trustee Neale Byrnes and staff members Kathleen Gargano, Bradley Bloom, Jean Bueche, Rob McGinnis, Dan Deeter, George Peluso and the Village's owner's representative John Doherty. Several meetings were held to develop the attached proposed intergovernmental agreement (IGA).

The attached IGA is for a forty (40) year period that is consistent with the life expectancy of the parking deck, with financial terms set for the first twenty (20) years. The proposed deck will provide the District with one hundred thirty-three (133) spaces on the upper level.

The District and the Village have reconciled that the cost of constructing an asphalt surface parking lot on the parking deck parcel site meeting Village zoning and land use requirements is \$ 2,209,936. The District and Village have agreed that, in lieu of a payment to the School District in consideration for the use of the parking deck parcel for the parking deck: 1. the School District contribution shall remain limited to \$1,308,253, and 2. that the Village will pay the shortfall amount \$901,683 as a part of its obligations to pay for the design and construction costs for the parking deck, with such amount being deemed to be prepaid and amortized over a period of the first twenty (20) years after the parking deck completion date.



The Village will assume insuring and maintaining the structure including signage, snow removal, landscape maintenance, security and enforcement.

On February 26, 2018, the District 181 School Board voted unanimously to approve the IGA.

Budget Impact

Village Board and/or Committee Action

Documents Attached

1. Intergovernmental Agreement

INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF HINSDALE AND COMMUNITY CONSOLIDATED SCHOOL DISTRICT 181

This Intergovernmental Agreement is made and entered into as of February <u>Z</u>6, 2018, by and between the VILLAGE OF HINSDALE, an Illinois municipal corporation (the "Village"), and COMMUNITY CONSOLIDATED SCHOOL DISTRICT 181, an Illinois public school district (the "School District") (each a "Party" hereto and collectively referred to as the "Parties").

RECITALS

- A. WHEREAS, under authority and funding received in a referendum approved November 7, 2016, the School District is currently in the process of constructing a new Hinsdale Middle School ("HMS") on property owned by the School District located at 100 S. Garfield Street, Hinsdale, Illinois ("HMS Campus"), which is immediately adjacent to the Village's central business district, with the subsequent demolition of the current HMS building (overall, the "HMS Reconstruction Project"); and
- B. WHEREAS, School District's initial contemplation and planning for the HMS Reconstruction Project involved constructing a surface parking lot to meet the parking needs of the HMS Campus as redeveloped under the HMS Reconstruction Project; and
- C. WHEREAS, for many years the Village has been in need of significantly more parking for employees of businesses in the Village's central business district, for patrons of central business district stores, restaurants and/or other businesses and for commuter parking; and
- D. WHEREAS, the Parties have a long history of cooperation regarding their respective parking needs on and immediately adjacent to the HMS Campus; and
- E. WHEREAS, the proposed HMS Reconstruction Project called for the elimination of 50 parking spaces on the HMS Campus used by the Village for many years for patrons of businesses in the Village's Central Business District; and
- F. WHEREAS, the Parties recognize that the HMS Reconstruction Project (particularly, the demolition of the current HMS building, which is immediately adjacent to the Village's central business district) presents a unique opportunity for the Parties to collaboratively provide a parking facility for shared use by the School District, the Village and the public; and

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- G. WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) provide for the execution of agreements between "public agencies" (such as the Village and the School District) for purposes of cooperatively performing any governmental service or exercising any powers or functions which either of such public agencies is authorized to perform, and, in fact, Article VII, Section 10 of the 1970 Illinois Constitution expressly states: "The State shall encourage intergovernmental cooperation;" and
- H. WHEREAS, in order to act on this unique opportunity, the School District and the Village jointly have proposed the construction of a shared-use, two-level parking facility ("Parking Deck") on the portion of the HMS Campus where the to-be-demolished current HMS building is located ("Parking Deck Parcel"), as shown in Exhibit "A" attached hereto and incorporated into this Agreement ("Parking Deck Construction Project"); and
- I. WHEREAS, site plan and exterior appearance plans, and variation requests for the Parking Deck have been reviewed and approved by the Village's Plan Commission, Zoning Board of Appeals and Board of Trustees; and
- J. WHEREAS, the School District and the Village expressly acknowledge that the constituents/taxpayers of these two "public agencies" are not identical and they note that the terms and conditions of this Agreement expressly take this into account in terms of bearing costs and providing benefits to the public, the School District and the Village; and
- K. WHEREAS, with regard to the Parking Deck Construction Project, the School District and the Village previously have entered into an Intergovernmental Agreement dated February 13, 2017 ("2/13/17 IGA") relative to temporary parking arrangements during the HMS Reconstruction Project and a Memorandum of Understanding dated August 3, 2017 ("8/3/17 MOU") relative to interim funding of some aspects of the Parking Deck Construction Project.

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NOW THEREFORE, in consideration of the foregoing Recitals (which are made a part of this Agreement) and the Parties' mutual covenants, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Village and the School District hereby agree as follows:

A. GENERAL AGREEMENT (SHARED-USE PARKING DECK).

The Parties hereby agree that, upon the School District's completion of the demolition of the existing HMS building and clearance (per this Agreement) of the Parking Deck Parcel as part of the HMS Reconstruction Project, the Village shall construct, operate and maintain the Parking Deck on the Parking Deck Parcel for shared use by the School District, the Village and the public, as provided in this Agreement. The Parties acknowledge and agree that this Agreement is intended to remain in force for the useful life of the Parking Deck, which is anticipated to be at least forty (40) years, with financial terms set for the first twenty (20) years per Section D(1)(c) below.

B. PARKING DECK CONSTRUCTION PROJECT.

- 1. Costs. The Parties hereby agree as follows:
- a. <u>Village Responsibilities</u>. The Village shall be responsible for all design and constructions costs regarding the Parking Deck, other than the School District Contribution referenced in Section B(3)(a) below and any School District Change Orders referenced in Section B(3)(b) below.

b. School District.

- (i) The School District shall not be responsible for:
- (aa) Any design or construction costs for the Parking Deck, other than for: (1) the School District Contribution referenced in Section B(3)(a) below; and (2) any cost differential resulting from any School District Change Orders referenced in Section B(3)(b) below;
- (bb) Any repair or restoration for public rights-of-way around the HMS Campus resulting from the HMS Reconstruction Project or the Parking Deck Construction Project, but with the exception that the School District shall be responsible, at its sole cost and expense, for certain repair and restoration to Village

rights-of-way surrounding the HMS Campus and a Village parking lot adjoining the HMS Campus ("Washington Street Lot") pursuant to the 2/13/17 IGA, as now expressly detailed in the Village of Hinsdale ROW Scope document dated February 1, 2018, a copy of which is attached hereto as Exhibit "B" and made a part hereof.

(ii) The School District shall be responsible for its obligations regarding the condition of the site at the Turnover of the Parking Deck Parcel for the Village's construction of the Parking Deck, as described in Section B(4)(f) below.

2. Parking Deck Design.

- Preliminary Design. The Parties hereby agree that the final design of the Parking Deck shall be substantially in accordance with the preliminary architectural design ("Preliminary Design") prepared for the School District by architects Cordogan Clark & Associates, Inc. ("Cordogan Clark"), which were reviewed and approved by the Village's Plan Commission, Zoning Board of Appeals and Board of Trustees. The Preliminary Design is attached hereto and incorporated into this Agreement as Exhibit "C." Such Preliminary Design provides for a two-level parking structure: (i) with brick or brick-look and stone or stone-look accents which are consistent with the architecture and materials for the exterior of the new HMS building; (ii) with not less than three hundred nineteen (319) parking spaces (approximately one hundred eighty-six [186] spaces on the lower level and approximately one hundred thirty-three [133] spaces on the upper level); (iii) with a lower-level access to a storage area for the School District in the lower level of the new HMS building; and (iv) with appropriate lighting (including light-spillage control), access control, security features, landscaping, handicap parking and direct vehicular ingress and egress from/to public rights of way, as required by applicable laws/codes/regulations, by the DuPage County Regional Office of Education, if applicable, and by the Village Zoning Board of Appeals, Plan Commission and Board of Trustees.
- b. <u>Final Plans</u>. At its expense and in a manner which does not delay or interfere with the HMS Reconstruction Project, the Village shall cause final design drawings, final structural/engineering drawings and final construction drawings and specifications for the Parking Deck (collectively, "Final Plans") to be prepared and approved, on the following terms and conditions:

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(i) School District Approval. Any material changes from the design aspects of the Preliminary Design described above shall be subject to approval by the School District, which approval shall not be unreasonably withheld, delayed or conditioned. A material change is any change that operationally impacts the use or accessibility of the upper level of the Parking Deck or of the School District's access to the storage area in the lower level of the new HMS building or materially departs from architectural coordination with the design of the new HMS building. In this regard, the Village hereby agrees to report to the School District on a periodic basis during the process of preparing Final Plans, in order to be efficient in dealing with any material changes in design aspects for the Parking Deck.

(ii) Governmental Approvals.

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- (aa) <u>Village</u>. The Village shall be solely responsible for obtaining all necessary Village approvals/permits for the Final Plans and for the construction of the Parking Deck. The School District shall cooperate and assist the Village in obtaining all necessary governmental approvals/permits for the Final Plans and for the construction of the Parking Deck as requested by the Village.
- School District. To the extent it is necessary for a construction permit for the Parking Deck to be issued by the DuPage Regional Office of Education, the School District shall be responsible for submitting the Final Plans for the Parking Deck to the DuPage Regional Office of Education for their review and issuance of such approval/permit. In such event, in addition to Village requirements, the construction of the Parking Deck also must comply with all regulatory requirements for public school building construction. The School District shall use all reasonable efforts to ensure that the submission, if required to be made, is made in a timeframe that will ensure issuance of the necessary approval/permit prior to the Turnover of the Parking Deck Parcel per Section B(4)(f) below. Any delay in the issuance of such approval/permit that prevents the Village from commencing construction shall be considered delays attributable to the School District. The Village shall cooperate and assist the School District in obtaining the necessary construction permit from the DuPage

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Regional Office of Education, as requested by the School District in the event such a permit is necessary.

- (iii) Coordination for Final Plans. The Parties acknowledge and agree that certain construction details not included in the Preliminary Design will need to be made a part of the construction drawings of the Final Plans in order for the new HMS building to appropriately accommodate the construction of the Parking Deck (e.g. to create a water-tight and structurally appropriate construction tie-in between the Parking Deck and the new HMS building). The Parties agree that such details shall be cooperatively developed between the School District and its consultants and the Village and its consultants.
- (iv) <u>Incorporation of Final Plans</u>. The Final Plans as approved by all governmental bodies shall be deemed incorporated into this Agreement.

3. Parking Deck Construction Costs.

a. School District Contribution.

- (i) <u>Amount.</u> The School District hereby agrees to pay toward the construction costs of the Parking Deck the amount of One Million Three Hundred and Eight Thousand Two Hundred and Fifty-Three and no/100 Dollars (\$1,308,253.00) ("School District Contribution").
- (ii) Payment of School District Contribution. The School District Contribution shall be paid by the School District to the Village in three (3) equal installments. The first installment shall be paid on the Parking Deck Commencement Date (as defined in Section B(4)(g)(iii) below). The second and third installments shall be paid thirty (30) days and sixty (60) days, respectively, after the Parking Deck Commencement Date.
- b. <u>School District Change Orders</u>. The School District shall be solely responsible for, and hereby agrees to pay the cost of, any changes to the Preliminary Design or the HMS Reconstruction Project requested or caused by the School District and resulting in cost increases to the Parking Deck Construction Project (the "School District Change Orders"). The School District shall pay any difference in cost resulting from School District Change Orders. If a School District Change Order approving additional work results in a delay in the

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Village's ability to construct the Parking Deck or an increase in the cost of constructing the Parking Deck, the School District shall be required to pay for the increased costs.

c. <u>Village</u>. The Village shall pay all costs for the design and construction of the Parking Deck, other than the School District Contribution and differences in costs resulting from any School District Change Orders. The Village shall be solely responsible for, and hereby agrees to pay the cost of, any changes to the Preliminary Design requested by the Village and resulting in cost increases to the Parking Deck Construction Project ("Village Change Orders").

4. General.

a. <u>Standards</u>. The Village shall construct the Parking Deck in a good and workmanlike manner and on a diligent and timely basis, so as not to interfere with or inhibit the normal operations of the new HMS and so as not to delay or obstruct the progress of the HMS Reconstruction Project. The Parking Deck shall comply with the Final Plans and all governmental approvals.

b. HMS Safety.

- (i) General. The Parties acknowledge and agree that the construction of the Parking Deck will take place on a site which immediately adjoins the new HMS building (while school is in session) and which immediately adjoins Hinsdale's central business district. The Village shall be responsible for taking all reasonable actions, implementing all reasonable traffic control and other safety policies and installing all reasonable barriers/warnings/signs in order to ensure the safety of HMS students, School District employees, visitors to HMS and the public during the construction of the Parking Deck and in order to ensure that operation of HMS will not be physically disrupted in an unreasonable manner.
- (ii) <u>Traffic.</u> The Village and the School District shall meet to discuss and will work together to mutually agree on traffic plans regarding the HMS Campus (including but not limited to parent drop-off and pick-up locations and school bus drop-off and pick-up locations) for the period of the HMS Reconstruction Project and the Parking Deck Construction Project.

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c. <u>Schedule</u>. The Village shall provide the School District with a construction schedule prior to commencing construction of the Parking Deck, and shall provide the School District with periodic updates to same in order to keep the School District apprised of Parking Deck construction progress.

d. Change Orders.

- (i) Parking Deck. Other than in the case of exigent circumstances, no significant Village Change Orders or significant other changes from the Final Plans to the scope or nature of the work to be performed by contractors working on the Parking Deck Construction Project shall occur without notification to and review and comment by the School District Owner's Representative, which review and comment shall be provided within seven (7) days of Village notification. The Village acknowledges and agrees that any Change Orders that qualify as Village Change Orders per Section B(3)(c) above shall be payable by the Village, regardless of any School District review and comment.
- (ii) <u>HMS Construction Project</u>. No significant change orders or significant other changes to the scope or nature of the work to be performed by contractors working on the HMS Reconstruction Project that impact the Parking Deck or the Parking Deck Construction Project shall occur without notification to and review and comment by the Village Owner's Representative, which review and comment shall be provided within seven (7) days of School District notification. The School District acknowledges and agrees that any change orders that qualify as School District Change Orders per Section B(3)(b) above shall be payable by the School District, regardless of any Village review and comment.

e. <u>Meetings</u>.

(i) <u>Preconstruction Meeting</u>. The Parties' respective representatives, architects and construction managers/general contractors shall meet at the Parking Deck construction site at least four (4) weeks before the scheduled start of construction of the Parking Deck. The purpose of such meeting shall be to coordinate the schedules for the Parking Deck Construction Project and the HMS Reconstruction Project, so that the Parking Deck Construction Project will not be interfered with or delayed and the HMS Reconstruction Project will not be interfered with or delayed.

- (ii) **Progress Meetings.** After beginning construction of the HMS Reconstruction Project, and continuing through construction of the Parking Deck, the Parties' respective representatives, architects and construction managers/general contractors shall meet at the HMS Campus or Parking Deck construction site, as applicable, at least once a month until the completion of the Parking Deck ("Progress Meetings"). The respective architects and construction managers/general contractors shall have in attendance at these Progress Meetings personnel who are thoroughly familiar with the Parking Deck Construction Project and the HMS Reconstruction Project and who have decision-making authority. The School District or Village "Owner's Representative," as applicable, shall report the actual progress of the work of each project, indicate the status of each key activity of each project, determine the status of each project, and, together with the respective Party's representatives, architects and construction managers/general contractors, mutually arrive at decisions or actions that may be required to maintain the scheduled completion dates for such projects.
- General. The Village agrees to invite the School District's "Owner's Representative" and Superintendent (or designee) to all Progress meetings regarding the Parking Deck Construction Project. The School District agrees to invite the Village's "Owner's Representative" and Village Manager (or designee) to all Progress meetings regarding the HMS Reconstruction Project, Each party shall provide at least forty-eight (48) hours' notice of any such Progress Meeting to the School District or Village and their respective "Owner's Representative." No decisions will be made by either party on an administrative or Board level on any matters concerning the HMS Reconstruction Project or Parking Deck Construction Project that materially impact either the Village or School District without written notice to and written consent by the affected party, which consent shall not be unreasonably withheld, delayed or conditioned. Notices shall be given in conformance with Section F(12) below. The cost of attendance of the Village's "Owner's Representative" and the School District's "Owner's Representative" shall be borne by each party respectively.

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- (iv) Reports to School District Board of Education and Village Board of Trustees. In the event of delays in the HMS Reconstruction Project or Parking Deck Construction Project as reported at any Progress Meeting, the Village or School District, as applicable, agrees to send a representative to the next scheduled meeting of the School District's Board of Education or Village's Board of Trustees in order to provide a report and answer questions.
- f. <u>Condition of Site Upon Turnover to Village for Construction.</u>

 At the time the Parking Deck Parcel is turned over to the Village for the commencement of construction of the Parking Deck ("Turnover"), the Parking Deck Parcel shall be, at School District expense:
 - (i) Cleared of surface improvements, the HMS building and foundations, except for the following:
 - (aa) Earth retention system installed to construct the deeper foundations for the Parking Deck; and
 - (bb) An asphalt section of approximately five (5) feet in width of the alley along the North property line, which has been requested by the Village to remain in order to provide a working surface for the Village's construction of the Parking Deck, as well as earth cover over the water main that runs under this area.
 - (ii) Graded, after demolition, with the site left at an average elevation of 715 feet above sea level, with: The perimeter of the site sloping from the 715 elevation to meet the existing grade at the perimeter of the site;
 - (aa) Some lower areas, if the foundation removal extends below elevation 715, with those areas not filled to maintain the average elevation; and
 - (bb) The School District to provide the Village with spot elevations on a 20' x 20' grid in the North/South and East/West directions, verifying an average grade of 715 feet above sea level.
 - (iii) Free of all foundation structures, piping, conduits and fixtures from the existing HMS.

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- (iv) All utilities from the existing HMS shall have been terminated and any related utility infrastructure on the School District's property shall have been removed to the School District's property line. This includes water, sewer, natural gas, electrical and data transmission cables, piping and/or conduit, but this does not include the following utilities, which shall remain:
 - (aa) The water main located on the North side of the Parking Deck Parcel; and
 - (bb) Storm water improvements outside the footprint of the Parking Deck Parcel, as shown on previously approved engineering drawings.

All of the foregoing conditions must be met to the reasonable satisfaction of the Village before the Parking Deck Parcel is accepted by the Village for construction, in accordance with Section B(4)(g) below.

g. Completion of the Parking Deck.

- (i) <u>Schedule</u>. At the date of this Agreement, the schedule for the HMS Reconstruction Project provides for demolition of the existing HMS building and clearance of the Parking Deck Parcel by the School District by February 25, 2019. The School District shall use best reasonable efforts to meet such date.
- Turnover. In order to be able to begin construction of the Parking Deck on a timely basis, the Village shall use best reasonable efforts to have its construction firm schedule February 25, 2019 as their mobilization date for the Parking Deck Construction Project and the Parties shall communicate with each other during the period of the School District's demolition of the current HMS building in order to anticipate and schedule the steps required for Turnover of the Parking Deck Parcel as set forth in Section B(4)(f) above. The School District shall notify the Village in writing that the Parking Deck Parcel is ready for Turnover ("Turnover Notice"). As soon as reasonably practicable after receipt of the Turnover Notice and spot elevations verifying an average grade of 715 feet above sea level on the cleared Parking Deck Parcel per B(4)(f)(ii)(cc) above, the Village shall verify whether all preconditions to Turnover as set forth in Section B(4)(f) above have been met to its reasonable satisfaction. Within seven (7) days after receipt of the Turnover Notice and spot elevations, the Village shall notify the School District in writing either: (aa) that all conditions for Turnover have been met and of its acceptance

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of the Parking Deck Parcel for Turnover; or (bb) as to any such conditions which have not been met to the reasonable satisfaction of the Village, in which event the School District's Owner's Representative and the Village's Owner's Representative, together with the respective Party's representatives, architects and construction managers/general contractors, shall use best reasonable efforts to meet, discuss and reach resolution as soon as reasonably practicable, in order to confirm compliance with the Turnover conditions, so that the anticipated completion timeframe for the Parking Deck Project may be maintained. If notice of non-compliance is not given in the above-prescribed timeframe, or such timeframe is not extended by mutual agreement of the Parties, then the Parking Deck Parcel shall be deemed to meet the Turnover conditions as of the end of the notice period.

- (iii) <u>Commencement</u>. The Village shall commence construction of the Parking Deck as soon as reasonably practical after confirmation or deemed confirmation that the Parking Deck Parcel is in compliance with the Turnover conditions set forth in Section B(4)(f) above ("Parking Deck Commencement Date"), but in no event later than thirty (30) days after confirmation or deemed confirmation.
- (iv) <u>Completion</u>. The Village shall use all reasonable efforts to complete construction of the Parking Deck and open the Parking Deck for use by the Parties within six (6) months after the Parking Deck Commencement Date ("Parking Deck Completion Date"), with the target for completion being the opening of the 2019-2020 school year for HMS, subject only to *Force Majeure* (i.e. events or conditions beyond the reasonable control of the Village, as defined in Section F(11) below) and any delays in the Parking Deck Commencement Date attributable to the School District or other delays attributable to the School District.
- (v) <u>Delays in Completion</u>. The Parties acknowledge and agree that, if the Parking Deck is not completed and opened for use by the Parking Deck Completion Date for any reason, then:
 - (aa) <u>Temporary Parking</u>. The removal of the temporary parking lot as constructed by the School District for School District employees and visitors to HMS as well as for the general public in the HMS athletic field pursuant to the Parties' 2/13/17 IGA and the School District's restoration of its athletic

field shall be delayed/deferred for a similar period of time as any delay in completion of the Parking Deck; and

- (bb) Temporary Use of Parks. In order to help resolve the School District's inability to provide outdoor space for physical education for HMS students at the beginning of the 2019-2020 school year, the Village hereby agrees, if requested by the School District, to allow access to nearby public parks (e.g. Burlington Park; Robbins Park; Veeck Park) for use by HMS students for physical education at no charge to the School District, with the Village also to provide traffic supervision, crossing guards and any other safety measures reasonably required by the School District for having HMS students walk to or be transported to such parks. The School District shall, upon demand, reimburse the Village for the costs associated with traffic supervision, crossing guards, and other safety measures, unless and to the extent any delays in completion of the Parking Deck are the responsibility of the Village.
- (cc) Additional Costs. If any delays in completion of the Parking Deck are the result of delays caused by the School District, including but not limited to a failure to complete timely Turnover of the Parking Deck Parcel, by February 25, 2019, and such delays result in additional costs to the Parking Deck Construction Project, or require the Village to incur additional charges for design changes in order to timely complete the Parking Deck Construction Project, the School District shall, upon demand from the Village and receipt from the Village of documentation regarding the increased costs, reimburse the Village for such additional incurred costs.
- h. Parking Deck Utilities. The School District agrees that the Village shall have the right: (i) to utilize the main electrical panel of the new HMS building for electrical service connection regarding the Parking Deck, but with a separate electric meter/submeter for the Parking Deck (in lieu of direct connection to main electrical service lines); (ii) to tap into the sprinkler system of the new HMS building (with use of the HMS building's fire pump) if a sprinkler system will be installed for the lower level of the Parking Deck; and (iii) to connect the Parking Deck fire alarm system to the fire alarm system for the new HMS building, so that any required fire alarm devices (e.g. detectors, pull

stations, notification devices) in the Parking Deck and any activation of the Parking Deck's sprinkler system would be linked to the fire alarm system for the new HMS building (in lieu of a separate stand-alone fire alarm system for the Parking Deck). The Village shall be responsible for the costs of utility connections for the exclusive use of the Parking Deck.

- i. <u>Easements</u>. The School District agrees that, for the Parking Deck, the Village shall have the right of access to the storm trap installed or to be installed South of the new HMS building. The Village shall have the right, but not the obligation, to access, inspect and perform emergency repairs on all BMP and storm water detention facilities on the HMS Campus throughout the term of this Agreement.
- j. Coordination of Storm Water Permits. The Parties acknowledge that, per the School District's architectural and engineering and agree: consultants, the portion of the HMS Campus which will be disturbed for demolition of the existing HMS building and for construction of the Parking Deck will have an independent storm water management system that shall meet the DuPage County Storm Water Ordinance, but which will be the subject of subsequent permitting at a later date, as a separate phase from the already-issued permit(s) for the rest of the HMS Reconstruction Project (i.e. for the new HMS building and associated utilities and storm water management features, the temporary parking lot and associated storm water management facilities, and temporary material storage areas); and (ii) That the Parking Deck Parcel will have some overlap into the disturbed area(s) designated for the storm water permit(s) regarding the rest of the HMS Reconstruction Project. The Parties agree to cooperate with regard to designating overlap areas and with regard to the storm water permit application and process for the Parking Deck Parcel. The Village shall be responsible for the costs of the storm water permit for the Parking Deck.

C. OPERATION OF THE PARKING DECK.

1. Allocation of Parking Spaces. Upon completion of the Parking Deck, the 133 spaces on the upper level of the Parking Deck shall be allocated to the School District ("School District Spaces") and all parking spaces on the lower level of the Parking Deck (approximately 186 spaces) shall be allocated to the Village ("Village Spaces"), subject to the terms and conditions of the Parties' shared use of the Parking Deck as provided in this Agreement or any mutually-agreed written/signed amendment to this Agreement. The Parties agree to cooperate with each other in terms of the design for and the striping of traffic lanes and parking spaces on the upper level of the Parking Deck.

2. School District Spaces.

- a. General. School District employees and visitors to HMS shall have unrestricted access to and the right to use the School District Spaces in the Parking Deck at no charge at all times, except as may be arranged for Village use of the School District Spaces in accordance with Sections C(3)(b), C(4) and C(5) below. Use of spaces in the Parking Deck by School District employees and visitors to HMS shall not exceed the number of allowed School District Spaces, except in the case of Designated School District Activities for which the School District's use of some or all Village Spaces is requested and approved, as set forth in Section C(5)(d)(ii) below.
- District with a sufficient number of parking permits (e.g. window or bumper decals) and access cards (if applicable) for School District employees. The School District shall be responsible for: (i) implementing policies and procedures for visitors with school business using the upper level of the Parking Deck (including but not limited to designating certain parking spaces for visitors); (ii) for monitoring parking by visitors; and (iii) for communicating such policies and procedures and the results of such monitoring to the Village for purposes of the Village's enforcement of parking restrictions/regulation for the Parking Deck. The Parties may from time to time review and modify the methods to be used to identify vehicles which are entitled to park free of charge in School District Spaces.

3. <u>Village Spaces</u>.

- a. <u>Public Use</u>. The Village shall determine, in its sole discretion, how to permit the public to park in the Parking Deck, including but not limited to:
 - (i) <u>Village Spaces</u>. Allowing parking in the Village Spaces on such terms as the Village from time to time may determine, including but not limited to use by: (i) employees of downtown Hinsdale businesses; (ii) patrons of downtown Hinsdale stores, restaurants and/or other businesses; and (iii) commuter parking.
 - (ii) <u>School District Spaces</u>. Allowing parking in the School District Spaces at times other than during School Hours on School Days (defined in Section C(4) below) or during the times of Designated School District Activities (defined in Section C(4) below), as may be arranged by

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mutual agreement of the Parties when preparing the Parking Deck Use Calendar referenced in Section C(5) below or as otherwise mutually agreed. See also Section C(8) below.

- b. School District. The Parties agree to cooperate with each other in terms of the School District's use of the Village Spaces, as may be arranged by mutual agreement of the Parties when preparing the Parking Deck Use Calendar referenced in Section C(5) below or as otherwise mutually agreed.
- 4. School Days/Hours; School District Activities. For purposes of this Agreement: (i) attendance days for School District staff or students during the regular school year shall be referred to herein as "School Days" and "School Hours" shall be between the hours of 6:00 am and 4:00 pm Central Time; and (ii) scheduled daytime or evening events or activities on the HMS Campus (including but not limited to: back-toschool nights; science fairs and similar events; parent-teacher meetings; faculty development events; HMS "open houses;" designated HMS student events; and designated sporting events taking place on the HMS Campus, including scheduled HMS sporting events and scheduled sporting events which are the subject of School District approval and rental agreements regarding HMS facilities) (collectively, "Designated School District Activities"). For purposes of this Agreement, the applicable periods of time regarding School District parking for Designated School District Activities shall be the times during which the events or activities occur plus one (1) hour before and one (1) hour after such Designated School District Activities. Except for School Days and School Hours and Designated School District Activities, the School District spaces shall be available for general public parking, under terms and conditions determined by the Village,

5. Parking Deck Use Calendar.

- a. <u>General</u>. Prior to the start of each HMS School Year, the Village and the School District shall meet to discuss and will work together to mutually agree on and create an annual calendar regarding their anticipated shared use of the Parking Deck ("Parking Deck Use Calendar").
- b. <u>Content</u>. The Parking Deck Use Calendar shall include a list of: (i) School Days; (ii) holidays, breaks or other weekdays in the approved school-year School District calendar when HMS is not in session and HMS staff are not required to be present; and (iii) Designated School District Activities.

c. Adjustments. It is understood and agreed by both Parties that the Parking Deck Use Calendar shall be periodically reviewed (such reviews shall take place as needed, at the request of either the School District or the Village) and may need to be periodically adjusted due to unforeseen schedule changes, added/deleted School Days or Designated School District Activities and/or other reasons.

d. Cooperation.

- (i) <u>Village Requests</u>. The Parking Deck Use Calendar shall also list known days/nights for which the Village would like to make use of School District Spaces due to anticipated parking needs for the Village's Central Business District (e.g. Christmas Walk). The School District shall make all reasonable efforts to make the School District Spaces available for use by the Village on such requested days/nights/hours, other than for School Hours during School Days or for Designated School District Activities.
- Calendar shall also list known days/nights for which the School District would like to make use of the Village Spaces due to anticipated parking needs in excess of the number of School District spaces (e.g. back-to-school nights; concerts; certain athletic events). The Village shall make all reasonable efforts to make the Village Spaces available for use by the School District on such requested days/nights/hours. For approved uses of the Village Spaces by the School District, the Village shall make all reasonable efforts to temporarily close all or a portion of the Village Spaces or otherwise advise the general public (e.g. by signage) in order to make the Village Spaces available at no charge for such Designated School District Activities.
- (iii) <u>Conflicts</u>. The Village expressly acknowledges that the existence of the Parking Deck must not unreasonably interfere with the operation of the adjacent new HMS and, as such, any conflict in terms of access to and use of the upper level of the Parking Deck for School Hours during School Days or for Designated School District Activities shall be resolved in favor of the School District in all instances. The School District acknowledges that any conflict in terms of access to and use of the lower level of the Parking Deck shall be resolved in favor of the Village in all instances.

6. Other Responsibilities.

- General Maintenance and Repair. The Village shall be responsible for providing and shall pay all costs of all general maintenance and repair obligations for the Parking Deck, shall keep the Parking Deck in good repair at all times, and shall not permit the Parking Deck to become unsightly or unsafe. Such maintenance and repair activities shall include, but are not limited to: (i) regular periodic cleaning of driving/parking surfaces, walls, ceilings and stairWells; (ii) regular periodic maintenance and cleaning/repair/replacement (as needed) of light fixtures, windows or glass panels, doors and door and other hardware; (iii) regular periodic maintenance and repair/replacement (as needed) of the sprinkler system for the lower level of the Parking Deck, including but not limited to periodic testing of such system (including portions of the system located inside the new HMS building); (iv) maintenance/repair and replacement (as needed) of Parking Deck and related traffic signage; (v) regular periodic garbage removal/collection; (vi) replacement of light bulbs and/or light fixtures as needed; (vii) periodic re-striping of parking spaces, handicap parking spaces, "no parking" areas and directional arrows (if applicable), as needed; and (viii) driving/parking surface repairs and patching, as needed. Section D(1) below. The School District will be required to pay an annual fee for maintenance of the Parking Deck's infrastructure. See Section C(6)(f) below.
- b. Landscaping. The Village shall be responsible for providing and shall pay all costs of purchasing and installing as well as of maintaining and, if/when necessary, replacing all landscaping on or immediately adjacent to and appurtenant to the Parking Deck, including but not limited to landscape islands on the upper level of the Parking Deck, and exterior landscape screening, parkway trees and other landscape treatments required by the Village Zoning Board of Appeals, Plan Commission and Board of Trustees for the Parking Deck.
- c. <u>Security</u>. The Village shall be responsible for providing and shall pay all costs of purchasing and installing, as well as of maintaining, such other security measures as it deems necessary in and around the Parking Deck, and shall provide all other services the Village deems necessary to ensure the security and safety of the Parking Deck. The Village shall have primary responsibility for responding to emergency situations involving the Parking Deck at all times. School District personnel may assist Village emergency personnel when practicable. Any student or School District employee who may be involved in a disciplinary infraction on the premises of the Parking Deck shall be subject to

School District disciplinary procedures in the same manner as on all other areas of the HMS campus.

- d. <u>Utilities</u>. The Village shall pay the costs for all utilities serving the Parking Deck. In the event that the Village determines to install any electric vehicle charging stations in the Parking Deck, the Village shall be responsible for providing and shall pay all costs of purchasing and installing as well as all electricity costs associated with any such charging stations.
 - (i) <u>Electrical</u>. Because the Parking Deck will utilize a separate electric meter/submeter from the main electrical panel of the new HMS building per Section B(4)(h) above, the Parties agree:
 - (aa) The Village will use best reasonable efforts to place the billing account for the Parking Deck meter/submeter in the name of the Village and, if this is not permitted by the electrical service provider, the Parties agree to cooperate so that the Village will make direct payments to the electrical service provider for the electricity usage of the Parking Deck.
 - (bb) The School District shall be permitted to continue its participation in "demand management programs" of the electrical service provider, in order to obtain rebates for reducing the electrical service draw of the new HMS building when requested by the electrical service provider during times of peak electrical service demand.
 - (ii) <u>Water</u>. In addition to paying the costs for connecting the Parking Deck's lower level sprinkler system to the sprinkler system of the new HMS building (with use of the HMS building's fire pump) per Section B(4)(h) above, the Village shall be responsible for paying for all water use and any related sewer charges for the Parking Deck.

e. Parking Enforcement.

(i) <u>General</u>. The Village shall be responsible for providing and shall pay all costs for purchasing and installing access control features for the Parking Deck and for enforcement of parking restrictions/regulations in the Parking Deck, including but not limited to

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enforcing days and hours when the upper level is restricted for the School District's use of the School District Spaces.

- (ii) <u>Fines</u>. The Parties hereby agree that enforcement of day/hour parking restrictions may include fines to be assessed for violators and towing of unauthorized vehicles from the Parking Deck at the owners' expense (including for School District Spaces), with appropriate notice signage posted in and about the Parking Deck.
- (iii) <u>Periodic Review</u>. The Parties agree to make all reasonable efforts regarding the establishment of and periodic review and, if necessary, revision of parking restriction policies and mechanisms for the Parking Deck.
- f. Parking Infrastructure. The Village shall be responsible for providing and shall pay all costs of purchasing and installing any gates, access control systems, pay boxes, security cameras and monitoring/recording system and other parking management systems (collectively, the "Parking Infrastructure") for the Parking Deck. The Village shall own the Parking Infrastructure following installation and shall pay for all maintenance, repair and replacement costs for the Parking Infrastructure following its installation.

g. "Pay Lot."

- (i) <u>Village Spaces</u>. The Village, at its option, may choose to make the Village Spaces of the Parking Deck a "pay lot" and, in such event, the Village shall be entitled to receive and shall be solely responsible for collection of all parking revenue.
- (ii) School District Spaces. For any times when the School District Spaces of the Parking Deck are made available for Village use, the Village shall be responsible for implementing any and all policies and procedures for such public use of the School District Spaces, for installing any and all temporary signage indicating public access to the School District Spaces and, if the Village determines to charge the public for such use of the upper level, the Village shall be entitled to receive and shall be solely responsible for collection of all parking revenue. Any Village use of the School District Spaces of the Parking Deck is subject to the Village's obligations hereunder to allow School District employees and

HMS visitors to park in the School District Spaces in conformance with Section C(2) of this Agreement.

- h. <u>Signage</u>. The Village shall be responsible for providing and shall pay all costs of purchasing and installing and maintaining signage on, in and adjacent to the Parking Deck clearly indicating areas and days/times reserved for School District parking (e.g. signs at Parking Deck entrances indicating "fee parking," "parking by permit only" "free parking") and the Village shall be responsible for enforcing such regulations. The Village also shall be responsible for installing and maintaining signage on Washington Street, in or adjacent to the East/West public alley immediately adjoining the North side of the Parking Deck and on Garfield Street, indicating traffic flow directions for and around the vehicle access points to the Parking Deck.
- i. <u>Snow Removal</u>. In consideration for the payment to the Village by the School District of the annual amounts set forth in Section D(1) below, the Village shall be responsible for all snow plowing and snow removal obligations and salting/sanding for the driving/parking surfaces of the Parking Deck, as follows:

(i) Village Responsibilities.

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- (aa) Parking Deck. The Village shall use best reasonable efforts to promptly plow and remove snow from and, as the Village determines needed, to promptly salt/sand accumulations of snow/ice on the driving/parking surfaces of the upper level of the Parking Deck and shall be responsible for clearing any snow which may accumulate in the lower level of the Parking Deck or in Parking Deck stairwells, as needed.
- (bb) Access Routes. The Parties acknowledge: (1) that the School District's temporary access route for student drop-off/pickup areas for the current HMS building during the HMS Reconstruction Project is, and that the access route to the upper level of the Parking Deck and the primary access to student drop-off/pickup areas for the new HMS on the Parking Deck will be, by way of Washington Street, then eastward through the Washington Street Lot and then through a public alley which empties out onto Garfield Street; and (2) that, beginning in approximately January of 2019, the School District's temporary student drop-off/pickup areas will be on the East side of Washington Street between Third

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Street and Second Street, as such alley will be temporarily closed for the demolition of the current HMS building and for the Parking Deck Construction Project. Pursuant to its normal priorities for plowing of Village rights-of-way, and excluding sidewalks not normally cleared by Village crews or contractors, the Village shall use best reasonable efforts to promptly plow and remove snow from, and, as the Village determines is needed, to promptly salt/sand accumulations of snow/ice on such access routes.

- (ii) <u>Cooperation</u>. The Parties agree to make all reasonable efforts in terms of establishing and implementing mutually-agreed methods for snow removal, maintaining methods of communication regarding snow removal and having periodic review and, if necessary, revision of the snow removal methods so that snow removal will be coordinated and accomplished in an efficient, economical, time-sensitive and safe manner for the School, District and in accordance with Village snow removal priorities.
- 7. Oversize Vehicles; Damage. The design for the upper level of the Parking Deck shall accommodate not only the vehicles to be parked thereon, but also HMS students (for fire drills or emergency evacuations of the new HMS building), "Type A" school buses or vans weighing 16,500 pounds or less for special education students who must be dropped off and picked up immediately adjacent to an entrance to the new HMS building (main drop-off and pick-up locations for full-size school buses to be located elsewhere on the HMS Campus), snow plowing vehicles weighing 16,500 pounds or less, and ambulances or other emergency vehicles weighing 16,500 pounds or less. The Village shall be responsible for installing and maintaining a system and signage at the Parking Deck entrances restricting vehicle heights and weights, in order to prevent damage to the Parking Deck from tall vehicles (lower level) or, for the upper level, to prevent damage from trucks or other vehicles exceeding 16,500 pounds and for enforcing such regulations. The School District shall take all reasonable steps to prevent damage from occurring to the Parking Deck due to delivery vehicles and overweight trucks, and shall be responsible for reimbursing the Village upon demand for damage caused to the Parking Deck by such trucks or vehicles or by reason of other School District uses or activities. It is acknowledged and agreed by and between the Parties that no semi-trucks of any size or type and no delivery trucks or other vehicles in excess of 16,500 pounds (other than emergency vehicles and such vehicles as are necessary to remove accumulated snow from the Parking Deck) shall be allowed on/in the Parking Deck at any time.

- 8. Non-Parking Uses (Upper Level). The Parties acknowledge and agree that any non-parking uses of the upper level of the Parking Deck by the Village (e.g. merchants' "sidewalk sale;" Farmers' Market; shall require the approval of the School District, which approval shall not be unreasonably withheld, and scheduling as part of the Parking Deck Use Calendar referenced in Section C(5) above.
- 9. Warranties and Warranty Work. The Parties acknowledge and agree that, with the Village being responsible for the design, construction and operation/maintenance of the Parking Deck, but with the Parking Deck being on the HMS Campus, all warranties of contractors/subcontractors/suppliers regarding the Parking Deck shall run in favor of the Village and the School District, but the Village shall be responsible for notifying contractors/subcontractors/suppliers as applicable for necessary/requested Warranty work on the Parking Deck, for monitoring all Warranty work and for scheduling all Warranty work in conjunction with the School District.
- 10. <u>Unanticipated Costs/Expenses</u>. The Parties acknowledge and agree that, in the event of unanticipated expenses for the operation of the Parking Deck, the Village shall be responsible for such expenses, unless such expenses are shown to be related to School District use of the School District Spaces or the result of the School District's or its agents' actions or inactions.

D. <u>GENERAL ADMINISTRATIVE MATTERS</u>.

1. <u>Consideration</u>. The parties acknowledge and agree as follows:

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a. <u>Village</u>. In the process of obtaining zoning approvals for the Parking Deck and finalizing the terms for this Agreement, it was determined by the Parties that the actual costs for the School District to construct an asphalt surface parking lot on the Parking Deck Parcel (i.e. the basis for the School District Contribution) to meet Village zoning and land use requirements exceeded the preliminary amount for a surface lot originally provided to the School District by its consultants, which amount had been used for purposes of the School District's budget for the November 2016 referendum ("Referendum") that provided funding approval for the HMS Reconstruction Project. The Parties agree that they and their respective consultants have reconciled —that the cost of constructing an asphalt surface parking lot on the Parking Deck Parcel site meeting Village zoning and land use requirements is \$ 2,209,936.00. The Parties have agreed that, in lieu of a payment to the School District in consideration for the use of the Parking Deck Parcel for the Parking Deck: (i) the School District Contribution shall remain limited to \$1,308,253.00, as set forth in Section

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B(4)(a)(i) above; (ii) the Village will pay the shortfall amount (\$901,683.00) as a part of its obligations to pay for the design and construction costs for the Parking Deck, with such amount being deemed to be prepaid and amortized over a period of the first twenty (20) years after the Parking Deck Completion Date. The Village also agrees to honor a bid submitted by DeGraf Concrete and accepted by the School District regarding increased costs of concrete for the new HMS building and Parking Deck, which increased costs resulted from accommodations to the HMS Reconstruction Project made for the Parking Deck and delays incurred due to litigation against the School District regarding notices for its Referendum for the HMS Reconstruction Project. Prior to this Agreement, certain costs were incurred with Cordogan Clark regarding the architectural design and engineering for the HMS Reconstruction Project in order to accommodate the Parking Deck (including but not limited to providing for a deeper foundation for the new HMS building and providing for electric service connections through the main electrical panel for the new HMS building). The Village agrees to be responsible for resolving with and paying to Cordogan Clark the reasonable amount for such architectural/engineering costs, with the right to contest bills previously submitted by Cordogan Clark for such costs.

b. School District. In consideration for the Village taking on the obligations to manage and operate the Parking Deck pursuant to this Agreement, the School District shall pay to the Village an annual amount of \$ 18,620.00, which amount (calculated at \$140.00 per parking space) is the School District's historical cost for annual maintenance of an asphalt surface parking lot, including sealcoating/striping, curb painting, snow removal, salting, lighting and landscaping maintenance ("Annual Maintenance Amount"), with such Annual Maintenance Amount to be in effect for the first twenty (20) years after the Parking Deck Completion Date, The Parties agree that such Annual Maintenance Amount shall be for the School District's "fiscal years" (i.e. July I through the following June 30) ("School Year"). In this regard, the School District shall pay to the Village a prorated portion of the Annual Maintenance Amount for the period from the Parking Deck Completion Date through the end of the 2019-2020 School Year (prorated payment due thirty [30] days after the Parking Deck Completion Date) and for School Years thereafter the Annual Maintenance Amount shall be due on the first day of each July, in order to align with the School District's fiscal year budgets.

- c. <u>Adjustments After Twenty (20) Years</u>. The Parties acknowledge and agree:
 - (i) <u>First Twenty (20) Years</u>. That the anticipated useful life of the Parking Deck is at least forty (40) years, but that the consideration amounts set forth in Sections D(1)(a) and D(1)(b) immediately above shall remain in effect for the period of the first twenty (20) years after the Parking Deck Completion Date; and
 - (ii) Remaining Years. That, for the remaining useful life of the Parking Deck after the first twenty (20) years, the Parties' respective consideration amounts set forth in Sections D(1)(a) and D(1)(b) immediately above shall be subject to negotiation and resolution by the Parties for such subsequent period(s) of time as they shall determine, based on: (aa) the Parties' experience with operational costs and expenses and revenues for the Parking Deck; (bb) capital improvements needed to prolong the useful life of the Parking Deck; and (cc) any other factors deemed appropriate by the Parties. All such adjustments to the Parties' respective consideration amounts shall be set forth in written Amendments to this Agreement. The Parties agree to use best reasonable efforts to meet, discuss and reach resolution as soon as reasonably practicable, in order to have such Amendments approved and executed at least ninety (90) days prior to the end of the applicable expiring period.

2. Insurance.

a. Parking Deck Construction.

(i) <u>Village</u>. The Village shall provide sufficient property/casualty and liability insurance during the construction of the Parking Deck, with coverage including but not limited to that for any possible damage to the immediately-adjoining new HMS building. The School District acknowledges that, as of the date of this Agreement, the Village is self-insured through the Intergovernmental Risk Management Agency ("IRMA"). The School District expressly agrees to have the foregoing insurance requirements, at the option of Village, provided through IRMA rather than through purchased insurance.

- (ii) School District. The School District shall provide property and liability insurance covering the land of the Parking Deck Parcel in the same manner as the School District insures other School District premises, naming the Village as an additional insured. The School District's liability coverage must include any possible damage to the Parking Deck caused by the District's negligent use of the School District Spaces on the upper level, or caused by the School District's or its agents' negligent actions or inactions. The Village acknowledges that the School District is self-insured through the Collective Liability Insurance Cooperative ("CLIC"). The Village expressly agrees to have the foregoing insurance requirements, at the option of the School District, provided through CLIC rather than through purchased insurance.
- b. <u>Completed Parking Deck.</u> Upon completion of the Parking Deck:
 - (i) <u>Village</u>. The Village shall provide liability insurance covering the Parking Deck in the same manner as the Village insures other Village facilities, naming the School District as an additional insured. The School District acknowledges that as of the date of this Agreement, the Village is self-insured through the Intergovernmental Risk Management Agency ("IRMA"). The School District expressly agrees to have the foregoing insurance requirements, at the option of Village, provided through IRMA rather than through purchased insurance.
 - (ii) The School District. The School District shall provide property and liability insurance covering the land of the Parking Deck Parcel and the Parking Deck in the same manner as the School District insures other School District premises, naming the Village as an additional insured. The School District's liability coverage must include any possible damage to the Parking Deck as a result of the District's negligent use of the School District Spaces on the upper level, or caused by the School District's or its agents' negligent actions or inactions.
- c. <u>Coverage</u>. The Parties shall procure/maintain, at their respective expense, insurance which covers the Parties and their respective officials and employees for their use of the Parking Deck pursuant to this Agreement, as follows:

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Commercial General Liability (Including contractual liability coverage): \$5,000,000 combined single limit per occurrence for bodily/personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$10,000,000.

- d. <u>Certificates</u>. Each Party shall furnish the other party with a certificate of insurance or coverage, as applicable, evidencing the required coverage. Said certificates shall provide that, for the duration of this Agreement, the insurance policy or self-insurance shall not be suspended, cancelled or reduced in coverage or amount except after prior notice to the other party pursuant to the notice provisions contained in Section F(12) below herein.
- e. <u>Primary</u>. Each Party's insurance or self-insurance shall be primary as respects such Party's liability and the other Party's insurance or self-insurance shall not contribute with it. Each Party shall bear the responsibility for its own insurance even in the event of inadequate, nonexistent or exhausted coverage.
- f. <u>General</u>. Nothing contained in this Agreement shall be construed as a waiver, restriction or limitation of any and all immunities and/or defenses available to either Party in any third-party action, including but not limited to the Illinois Tort Immunity Act.

3. <u>Damage to the Parking Deck.</u> The parties acknowledge and agree:

- a. <u>General</u>. If at any time the Parking Deck is damaged to the extent of less than fifty percent (50 %) of its cost of replacement at the time of such damage, then repairs shall be undertaken pursuant to applicable insurance coverage for the Parking Deck and the Parking agree to cooperate with each other in terms of their shared use of the Parking Deck and the scheduling of repair work.
- b. <u>Material Damage</u>. If at any time the Parking Deck is damaged to the extent of fifty percent (50 %) or more of its cost of replacement at the time of such damage, then, upon mutual agreement of the Village and the School District, the Parties may either: (a) at the shared cost of the Parties (subject to negotiation and resolution at the time) demolish and remove the Parking Deck and construct a new Parking Deck substantially identical to the damaged/demolished Parking Deck, with this Agreement to continue in effect and with the parties to use best reasonable efforts to cooperate with each other in terms of providing temporary

parking arrangements; or (b) demolish and remove the Parking Deck and, upon conformance by the School District with the Village's Zoning Code application requirements and other Village Codes and regulations, the Village shall entertain, in conformance with Village Codes, School District requests for permits and zoning and other approvals necessary to allow the School District to proceed with the construction of a surface parking lot on the Parking Deck Parcel site or elsewhere on the HMS Campus, with this Agreement to be terminated.

4. End of Parking Deck Useful Life. The Parties acknowledge and agree that this Agreement is intended to apply for the useful life of the Parking Deck, which is anticipated to be at least forty (40) years. At the end of the useful life of the Parking Deck as mutually determined by the Parties, then, upon mutual agreement of the Parties, the Village and the School District, may either: (a) at the shared cost of the Parties (subject to negotiation and resolution at the time) demolish and remove the Parking Deck and construct a new Parking Deck substantially identical to the damaged/demolished Parking Deck, with this Agreement to continue in effect and with the parties to use best reasonable efforts to cooperate with each other in terms of providing temporary parking arrangements; or (b) demolish and remove the Parking Deck and, upon conformance by the School District with the Village's Zoning Code application requirements and other Village Codes and regulations, the Village shall entertain School District requests for permits and zoning and other approvals necessary to allow the School District to proceed with the construction of a surface parking lot on the Parking Deck Parcel site or elsewhere on the HMS Campus, with this Agreement to be terminated.

5. Indemnifications.

a. By the Village.

- (i) <u>Construction of Parking Deck</u>. The Village shall indemnify, defend and hold harmless the School District from and against any mechanic's liens and any claim of loss or injury to persons or property arising out of the Village's construction of the Parking Deck, except for any loss or injury proximately caused by the negligence of, or willful and wanton misconduct of, the School District.
- (ii) <u>General</u>. The Village, to the extent permitted by law, shall indemnify, hold harmless and defend the School District, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and action, including reasonable attorneys' fees, costs, fees and expense of defense, arising from, growing out of, or related

to any loss, damage, injury, death, or liability resulting from or connected with the negligent or willful acts, errors or omissions of the Village in its performance under this Agreement. The Village shall, at its own expense, appear, defend and pay all reasonable charges of attorneys and all costs and other expenses arising therefore or incurred in connection therewith, and, if any judgment shall be rendered against the School District, its officials, employees and agents, in any such action, the Village shall, at its own expense, satisfy and discharge the same.

b. By the School District.

- (i) <u>HMS Reconstruction Project</u>. The School District shall indemnify, defend and hold harmless the Village from and against any mechanic's liens and any claim of loss or injury to persons or property arising out of the School District's construction of the HMS Reconstruction Project, except for any loss or injury proximately caused by the negligence of, or willful and wanton misconduct of, the Village.
- (ii) General. The School District, to the extent permitted by law, shall indemnify, hold harmless and defend the Village, its elected and appointed officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and action, including reasonable attorneys' fees, costs, fees and expense of defense, arising from, growing out of, or related to any loss, damage, injury, death, or liability resulting from or connected with the negligent or willful acts, errors or omissions of the School District in its performance under this Agreement. The School District shall, at its own expense, appear, defend and pay all reasonable charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the Village, its elected and appointed officials, officers, employees and agents, in any such action, the School District shall, at its own expense, satisfy and discharge the same.
- c. <u>No Waiver of Immunity</u>. Neither the School District nor the Village, while performing under the terms of this Agreement, shall be deemed to waive any governmental immunity or defense to which the School District or Village would otherwise be entitled under statute or common law.

6. <u>Dispute Resolution</u>.

- Mediation. If either Party fails to comply with its responsibilities for payments under this Agreement or as to performance of any other term, provision or obligation in this Agreement relative to its responsibilities to the other Party, and does not remedy such failure to comply within thirty (30) days after written notice from the other Party, or if the Parties otherwise mutually agree, then a third party will mediate the dispute. The Parties agree to utilize the services of a neutral mediator for such mediation, in order to facilitate a mutually agreeable and realistic resolution of any such dispute in a manner that does not delay the Parking Deck Construction Project, the HMS Reconstruction Project, the performance of a maintenance obligation, or other obligations hereunder. The Parties further agree that the cost of mediation shall be shared evenly between the Parties.
- **b.** Arbitration. If a dispute is not resolved through mediation within fourteen (14) days after the initial notice requesting such remedy is given, then either party may submit the dispute to binding arbitration before a single arbitrator. The arbitration shall be administered by the American Arbitration Association under its Commercial Arbitration Rules. The Parties agree that the substantially-prevailing Party shall be entitled to recover its costs and expenses (including but not limited to reasonable attorneys' fees) incurred in such arbitration.

E. MISCELLANEOUS.

- 1. Governing Law. The Parties agree that this Agreement and any subsequent Amendment(s) hereto shall be governed by and construed and enforced in accordance with, the laws of the State of Illinois in all respects (e.g. matters of construction, validity, and performance), including but not limited to Article VII, Section 10 of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act, as well as any and all applicable provisions of the Illinois School Code.
- **2.** <u>Authority</u>. The execution, delivery of and performance under this Agreement is pursuant to authority validly and duly conferred upon the Parties and signatories hereto.
- 3. Amendments. The terms of this Agreement may be amended only in writing with the mutual approval of the Parties, upon approval by the Board of Trustees of the Village and the School District's School Board. If either Party desires to amend

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this Agreement, written notice of such desire/intent shall be given to the other Party at least thirty (30) days in advance of consideration of the subject modifications.

- 4. <u>Severability</u>. If any provision of this Agreement, or any paragraph, sentence, clause, phrase or word or the application thereof is held invalid, the remainder of this Agreement shall be construed as if such invalid part was never included and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law provided that the Agreement, in its entirety as so reconstituted, does not represent a material change to the rights or obligations of the Parties.
- 5. <u>No Assignment</u>. Neither Party may assign this Agreement or any of its rights or obligations under this Agreement without the advance written consent of the other Party.
- 6. <u>Necessary Documents</u>. Each party agrees to execute and deliver all further documents, and take all further action reasonably necessary to effectuate the purpose of this Agreement.
- 7. No Waiver. No deferral to enforce or non-enforcement of any obligation or default of one Party shall be implied from the omission or deferral by the other Party to take any action on account of such obligation or default and no express waiver shall affect any obligation or default other than the obligation or default specified in the express waiver and then only for the time and to the extent therein stated.
- **8.** <u>Performance</u>. Time is of the essence regarding the Parties' performance of this Agreement.
- 9. <u>Service Contractors</u>. The Parties acknowledge and agree that they may perform their respective maintenance and other obligations hereunder either with their own employees and equipment or, in their sole discretion, through third-party contractors of their choosing; provided that any such contractors shall be sufficiently insured for their actions/work in and about the Parking Deck, with certificates of such insurance provided to the Parties prior to contractors beginning any work in or about the Parking Deck.
- 10. <u>Individuals</u>. No official, employee, or agent of either Party to this Agreement shall be charged personally by the other Party with any liability or expenses of defense incurred as a result of the exercise of any rights, privileges, or authority granted herein, nor shall he or she be held personally liable under any term or provision of this Agreement, or because of a Party's execution or attempted execution of this Agreement, or because of any breach of this Agreement.

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- 11. "Force Majeure" (Events Beyond Reasonable Control). For purposes of this Agreement, "Force Majeure" (Events Beyond Reasonable Control) shall include the following, without limitation: impossibility of performance; strikes or other labor disputes; shortages of materials; significant adverse weather conditions or other "acts of God" (including without limitation: storms, wind, tornadoes, floods, earthquake); other casualty events, including without limitation: fires, explosions; floods, acts of government agencies or quasi-governmental agencies, other than the School District and the Village; Court injunctions; acts or threats of terrorism; war).
- 12. <u>Notices</u>. All notices and requests required pursuant to this Agreement shall be sent by email, to the email addresses specified below. If requested by either the Village or the School District, follow-up requests will be sent by certified mail, return-receipt requested, postage prepaid, or by personal or overnight delivery, as follows:

If to the Village, to:

Village Manager 19 East Chicago Avenue Hinsdale, Illinois 60521

Currently:

Ms. Kathleen Gargano kgargano@villageofhinsdale.org

If to the School District, to:

Superintendent 115 West 55th Street Clarendon Hills, IL 60514

Currently: Dr. Don White dwhite@d181.org

In addition to the addresses specified above, e-mail notices also shall be directed, as follows:

If to the Village, to:

Village President Currently: Thomas K. Cauley

tcauley@sidley.com

Assistant Village Manager

Currently:
Bradley Bloom
bbloom@villageofhinsdate.org

Village Representative

Currently:
John Doherty
john.doherty@jdohertyassociates.com

If to the District, to:

Board President Currently: Jennifer Burns jburns@d181.org

Chief Financial Officer & Treasurer

Currently: Mohsin Dada mdada@d181.org

CCSD 181 Representative

Currently: Kerry Leonard kleonard@d181.org

The Parties agree to provide each other with current lists of officials/representatives, as well as street addresses and e-mail addresses.

Agreement Between the Village of Hinsdale and Community Consolidated School District 181 for Temporary Parking During Hinsdale Middle School Construction" dated February 13, 2017, a "Memorandum of Understanding Between the Village of Hinsdale and Community Consolidated School District 181" dated June 13, 2017, and a Memorandum of Understanding between the Parties dated August 3, 2017, shall constitute the entire agreement of the Parties relative to the construction, operation, cost-sharing and maintenance of HMS and the Parking Deck on the HMS Campus Property owned by the School District, with all prior agreements (other than those listed herein), communications and understandings of and between the Parties, whether written or oral, being expressly merged into and superseded by this Agreement.

END (Signature Page Follows)

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IN WITNESS WHEREOF, the parties hereto have caused this Intergovernmental Agreement to be executed and attested by their proper officials thereunto duly authorized, all as of the date first above written.

VILLAGE OF HINSDALE	COMMUNITY CONSOLIDATED SCHOOL DISTRICT 181
By:	B):
Thomas Cauley	Jennifer Burns
Village President	Board President
Signed:, 20	Signed: 2.26,2018
Attest:	Attest:
By:	Ву:
Name:	Name: Meeta Patel
Village Clerk	Title: Secretary
, 20	2 7, 20 1

EXHIBIT "A" HMS Campus and Parking Deck Parcel

EXHIBIT "B" School District Repair and Restoration Obligations

HMS Project Village of Hinsdale ROW Scope February 1, 2018

The repair and restoration of Village of Hinsdale ROW surrounding the HMS site after construction of the new HMS building was reviewed with Brad Bloom, Rob McGinnis, and John Doherty on February 1, 2018.

The extent of the scope of work for restoration of public right-of-way around the HMS Campus is show on the attached drawing and includes the following work:

- 1. Second Street between Lincoln and Washington
 - a. Restoration of the curb cut and entry on the south side of Second Street that serves as the entry to the Temporary Parking Lot
- 2. Third Street between Washington and Lincoln
- a. Restoration of the curb cut and entry on the north side of Third Street that serves as the entry to the Temporary Parking Lot
- b. Removal of the temporary asphalt side walk and restoration of the grass between the Temporary Parking Lot entry and Washington Street
- 3. Southwest corner of Second Street and Washington
 - a. Replace several sections of sidewalk and grass in the tree lawn to their original condition
- 4. Washington Street between Second and Third
 - a. 2 h inch milling of the street surface and a new 2 ½ inch asphalt finish course, the extent of this work is from Third Street north to the speed table crosswalk, the base project already includes repair of a section of the street for the speed table installation
 - b. Replacement of sidewalk on east side of Washington from Third north to sidewalk already scheduled as new, the base project already includes new sidewalk on the east side of Washington from the Cafetorium entrance walk north to just past the pavement repair included as part of the speed table crosswalk installation
 - c. Striping of Village parking spaces and street to restore this area to the previous condition
- 5. Public alley and Village parking lot north of HMS property
 - a. Pavement repair at new curb at Washington street entry drive up to the current location of the modular (base project work)
 - Full depth patch at all areas where concrete foundations for the modular units were installed
 - c. Repair of any holes left from installation of anchors for Jersey Barriers
 - d. Crack filling, seal coating, and restriping from Washington Street east to the sidewalk to the First Street stair

HMS Project Village of Hinsdale ROW Scope February 1, 2018

The following items were not discussed at the meeting but are included in the base project work and have already been reviewed and approved by the Village engineering department

- 6. Third Street between Washington and Garfield
 - a. New sidewalk connection from circle drive walk to public sidewalk
 - b. Replacement of sidewalk from east side of circle drive east to just before the Garfield sidewalk
 - c. Removal of curb cut on the north side of Third Street near Garfield
 - d. Restoration of the tree lawn from the Circle drive east
- 7. Garfield at old HMS parking lot entry
 - a. Replacement of sidewalk
 - b. Removal of curb cut
 - c. Restoration of tree lawn
 - d. Street repair for utility installation

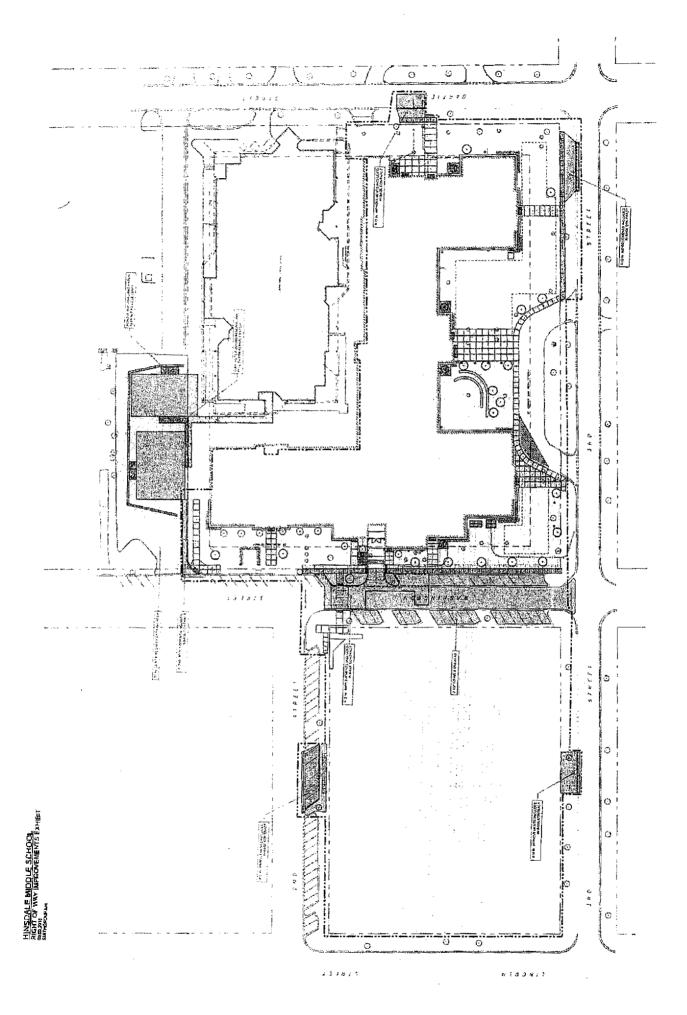


EXHIBIT "C" Preliminary Design (Parking Deck)



AGENDA ITEM #_______ REQUEST FOR BOARD ACTION
Administration

AGENDA SECTION:

EPS - Second Reading

SUBJECT:

Recommendation to Approve a Contract with Wight and Company for

Design and Construction Management of a Parking Deck

MEETING DATE:

March 6, 2018

FROM:

Bradley Bloom, Assistant Village Manager/Director of Public Safety

Recommended Motion

Approve an agreement with Wight and Company to provide design and construction management services to build a parking deck per the terms of the contract for a cost not to exceed \$1,058,653.

Background

In an attempt to enhance efficiency and coordinate construction/design activities with School District 181 for a parking deck and new Middle School, School District 181 recommended the Village use of the architectural and construction firms respectively, of Cordogan and Clark and Bulley and Andrews, to construct and build the new Hinsdale Middle School and the Village's parking deck located on School District property adjacent to the school. The Village has never entered into an agreement with Cordogan and Clark for design services other than some preliminary design work and work related to Village Board approved change orders. On July 14, 2017, the Village entered into a Memorandum of Understanding (MOU) with School District 181 to reimburse the District for parking deck related construction costs attributed to foundation and excavation work totaling \$1,049,723. Based upon the construction timeline, the earliest deck construction could begin is March 2019.

Discussion & Recommendation

The Village's parking deck project is one of the most significant projects that the Village has undertaken, and is of high importance to the Village Board and residents, as well as the business community. Decisions related to the design and construction of the deck will have a long-term impact on the operation of the deck and on-going maintenance costs. The deck construction project is at a natural break before additional deck related construction will continue in March 2019. Therefore, if the Village were desirous of identifying a designer that would be working solely on behalf of the Village, rather than the originally anticipated shared architect with the School District, now is the appropriate time to evaluate those firms with experience specializing in the design and construction management of parking decks.

To that end, the Village began the review and/or selection process by publishing notice requesting interest and qualifications for design services to construct a parking deck. Three firms in the Chicago area are qualified and responded to the notice by the published deadline. These were Walker Parking, Carl Walker Parking and Desman Associates. Carl Walker Parking is already under contract with Cordogan and Clark for the HMS deck; Desman is the design engineer that has teamed up with Wight and Company; the third is



three were given an opportunity to interview. On December 6, 2017 an interview panel consisting of Trustee Neale Byrnes, Village Manager Kathleen Gargano, Assistant Village Manager/Director of Public Safety Brad Bloom and the Villages owner's representative John Doherty, conducted interviews of the three firms.

In preparation for the interviews, the construction firms were provided a copy of the project budget, preliminary design documents, a construction timeline and a summary of the construction work completed to date. A scoring rubric was developed that measured competencies in eight different areas. Each competency included a number of questions to determine each firm's abilities and experience. Following the interviews, the scores were totaled and the three firms were ranked by score. The highest ranked firm was Wight and Company, who was then asked to submit a fee proposal for both design and construction management services. The Village's owner's representative John Doherty assisted staff in negotiating the fee proposals.

All firms interviewed indicated that they believed the Concord Groups verified budget of \$6.6 million dollars was accurate based on their review of the design. Wight and Company and Walker Parking also indicated that the design concept would not change in dimension or aesthetically from what was approved by the Board, but the plans would be redrawn if changes needed to be made. The firms would not be reliant on the previous design work by Cordogan and Clark beyond the foundation and excavation work that has already been completed.

Village staff and Mr. Doherty believe that contracting directly with a design firm will result in greater cost control, accountability and responsiveness to the Village. During preliminary discussions with District 181, school representatives had no objection to the Village contracting their own design firm, and indicated that they might actually prefer this arrangement.

In addition to design services, Wight and Company has provided a proposal for construction management services. As construction managers, Wight will act as agent for the Village in procuring bids for various aspects of the construction process, all of which would be approved by the Village Board. Additionally, they will oversee and coordinate the construction process and assure that the subcontractors work meets the bid specifications.

Wight and Company provides a unique construction management approach to cost containment that differs from other firms called Integrated Project Design (IPD). Under the IPM program, once the guaranteed maximum price is determined if construction bids exceed the guaranteed maximum price Wight makes up the difference. Conversely, if the bid returns come in below guaranteed maximum budget the Village would receive the savings. The selection team found this program to be very attractive from a cost containment standpoint.

A review of the proposal provided by Wight and Company includes design fees of \$443,653 and construction management fees of \$615,000 for a total of \$1,058,653.

Staff recommends approving an agreement with Wight and Company to provide design and construction management services for the new parking deck.

Budget Impact



The Concord Group was retained by the Village to review the parking deck budget provided by Bulley and Andrews. Following the Concord Group review, and with the concurrence of Bulley and Andrews and the Village's owner's representative John Doherty, a revised budget was completed. The Concord Group revised budget includes a design budget of \$523,694 and a construction management budget of \$529,137 or a total of \$1,052,831. The proposal from Wight and Company calls for a total budget of \$1,058,693 (design \$443,653 plus construction management fees of \$615,000) or total difference of \$5,862 over budget.

Village Board and/or Committee Action

On February 15, 2018 the Village Board approved this agreement and requested that it be placed on the March 6, 2018 agenda for a second read.

Documents Attached

- 1. Wight and Company Design Proposal
- 2. Wight and Company Construction Management Proposal
- 3. Wight and Company Contract



February 12, 2018

Mr. Bradfey Bloom Assistant Village Manager Village of Hinsdale 19 E. Chicago Ave. Hinsdale, IL 60521

Subject: New Parking Deck

PROFESSIONAL DESIGN SERVICES PROPOSAL

Dear Mr. Bloom,

Wight & Company (Wight) and its teaming partner, Desman Associates (Desman), are pleased to provide the Village of Hinsdale (Village) with this proposal for professional design and pre-construction services relating to the design of a parking deck located on the old Hinsdale Middle School property. We have prepared this proposal based on the design drawings you provided to us; information your team provided during our August 23, 2017, and October 20, 2017, meetings; the Project Description and Scope of Design Services included in your November 22, 2017, request for a Statement of Interest; the information we discussed during our December 6, 2017, interview; The Concord Group Rev. #1 estimate dated July 19, 2017; and other information provided by Mr. John Doherty.

We have prepared our proposal in the following four parts:

- Project Understanding
- Scope of Services
- Schedule
- Compensation

PROJECT UNDERSTANDING

It is our understanding that the Village intends to construct a new Parking Deck on the old Hinsdale Middle School property. It is the intent of the Village to begin demolition of the Middle School and construction of the parking deck immediately after the School District re-locates their students to the new Middle School. Currently, the relocation is scheduled to take place during the 2018 Christmas holidays.

The Parking Deck would be two levels at. The lower level would be comprised of asphalt or concrete with a Dry Fire Protection system, and the upper level would be comprised of pre-cast concrete, cast-in-place concrete, or a combination thereof. Each level would be approximately 66,000 square feet and would minimally contain 319 spaces. Minimally the parking space count is to be 319; with approximate distribution of 133 spaces on the upper level and 186 spaces on the lower level. The veneer of the deck will be in substantial conformance to the elevations as approved by the Village of Hinsdale zoning process and the elevations provided by Mr.(s). Bloom and Doherty. Electronic Safety, Security and Access Control Systems, Dry Fire Protection System, and subsurface storm water detention will be provided.

We will coordinate with the architectural/engineering and construction team currently constructing the new Middle School, as the parking deck is adjacent to the Middle School's foundation and has direct access to the building entrances at the lower level of the parking deck.

Ms. Bradley Bloom Village of Hinsdale Page 2 of 5 February 12, 2018

SCOPE OF SERVICES

Wight will provide the Village with professional services, including the following disciplines: project management; architectural and landscape architectural design; mechanical, electrical, plumbing, and civil engineering inclusive of storm water calculations, design and permitting; and estimating. Desman will provide all structural engineering/design services, as well as the programming for traffic circulation.

Wight will provide the Village with professional pre-construction services for the preparation of two estimates.

The design services include the Schematic Design, Design Development, Construction Documents, Bidding and Permitting, and Construction Administration Phases.

PROJECT KICK-OFF AND DATA COLLECTION

Our team will meet with the Village Staff and stakeholders to gather and discuss information and data available regarding the current program, any changes to the program since December 6, 2017, and the Inter-Governmental Agreement between the Village and the School District. We intend to establish project requirements/opportunities and set specific project goals. The following are key scope items for this phase:

- Review the Geotechnical Report, and current concept design documents for the parking deck
- Obtain construction documents for the adjacent Middle School; including civil, architectural, structural, mechanical, electrical, plumbing, and fire protection
- Review overall project budget and constraints
- Establish overall project timeline

SCHEMATIC DESIGN PHASE

The design team will use the previously completed concept design, collected data, and findings as input to begin the Schematic Design Phase. The primary focus of Schematic Design is to graphically translate project requirements into a workable design through an interactive process of exploring alternatives and developing solutions. The work scope and deliverables for this phase will include:

- Structural slab-on-grade; typical floor and roof plans
- Column grid layout and shear wall locations
- Basic foundation system selection and layout
- Member sizes
- Preliminary structural details and sections
- Stairs structural layout
- Complete building code review to establish the code parameters that will shape the design
- Preliminary exterior elevations/descriptive views (maintaining the approved architectural aesthetics)
- Preparation of basic structural sections
- Preliminary evaluation of mechanical, electrical, plumbing, and fire protection system to be used
- Preliminary landscape design services
- Project design narrative outlining the parking deck design, materials, and systems
- Preparation of schematic site plan showing deck locations and site features
- Analysis of site storm water management constraints and requirements
- Analysis of cast-in-place vs. pre-cast concrete structure option for upper deck level

Ms. Bradley Bloom Village of Hinsdale Page 3 of 5 February 12, 2018

DESIGN DOCUMENTS PHASE

Upon approval of the Schematic Design, we will continue to refine and document the design during this phase. We will continue meeting with the Village and stakeholders and focus on all open design decisions so that we have a clear understanding of the project costs and alignment with the established budget. The Wight team will prepare detailed drawings and other documents to fix and describe the overall project design. The following services and deliverables are included in this phase:

- Updated scope narrative fixing the design of all building materials, systems, and finishes
- Preliminary civil engineering plans documenting all site elements, including utilities, preliminary grades, and other site features
- Updated structural plans, foundations, and details
- Finalize landscape design plans
- Exterior elevations of the parking structure façades showing material designations
- Deck sections showing all height elements
- Exterior perimeter section(s) to define materials and heights
- MEP & FP design narrative and design drawings showing major equipment, distribution, and utility services
- Material and color board defining all major building materials and finishes
- Detailed cost estimate

After the conclusion of this phase, all documentation will be assembled into a single deliverable for thorough review by the Village and its stakeholders. The deliverables of this phase will also include a detailed project cost estimate. Wight will then meet with the Village to discuss any comments or modifications required prior to proceeding with the construction documents.

CONSTRUCTION DOCUMENT PHASE

During this phase of the project, we propose to prepare one (1) construction document review submittal for review and approval by the Village and will incorporate review comments as needed. All documents will be prepared to the necessary level to allow for permitting approval, public bidding, and construction of the project scope. During this phase, we will also update the project cost estimate to maintain alignment with project budget. Calculations and specifications for the parking structure and garage foundations will be based on the applicable codes and ordinances. The documents will cover the following items and services:

- Foundation plans and schedule of foundation sizes with reinforcing details and sections, including grade walls and grade beams to support the superstructure and stair towers
- Slab-on-grade plan with reinforcing details, sections, and control joints
- Superstructure floor framing plans with basic details and sections that will establish the performance criteria for the design
- Plan indicating lateral load forces to various shear walls based on stiffness distribution for wind and/or seismic loading
- Architectural, Mechanical, Electrical, Plumbing and Fire Protection Documents
- Site design and storm water calculations
- Submit for storm water permit
- Review and plan site logistics
- Updated cost estimate

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BIDDING AND PERMITTING PHASE

During this phase, we will be taking an active role in the acquisition of a building permit from the Village of Hinsdale. Other key activities will include:

- Regulatory Agencies Permitting and Coordination
 - o Plans and calculations, as required by the regulatory agencies, will be prepared for submittal and review. All review comments will be addressed and plans modified, as appropriate. Meetings with the agencies will be attended, as required.

CONSTRUCTION ADMINISTRATION PHASE

Team members will participate in pre-construction conferences as necessary for the effective construction of the project, and will accomplish the following:

- Perform site visits at intervals appropriate to the stage of the contractor's operations, to become
 generally familiar with and keep the owner informed about the progress and quality of the portion
 of the work completed.
- Review of contractor's application for payment to evaluate whether the work has progressed to the
 point indicated in the application, provide certification of progress and final application for
 payment
- Review of contractor's submittals, including shop drawings, product data, and samples for conformance with the contract documents
- Review soils and material testing logs
- Provide responses to Requests for Information (RFIs) including supplemental drawings, related to interpretation of the contract documents
- Perform a Substantial Completion review and prepare a punch list for work to be completed
- Issue Certificate of Substantial Completion
- Perform a Final Completion review

SCHEDULE

We propose to begin work on this assignment upon your authorization to proceed. The following is an overview of our proposed project schedule:

- Project Kickoff Meeting Within two weeks of receiving executed Contract
- Completion of the Design Development Phase 3 months
- Completion of the Construction Document Phase—3 months
- Completion of the Bidding and Permitting Phase 2 months
- Completion of the Construction Administration Phase To be determined pending the construction delivery method

Wight will work with the Village to develop a mutually acceptable detailed project schedule during the Project Kick-off meeting.

COMPENSATION

Wight proposes to provide the Scope of Services described in this proposal for in a **Fixed Fee of Four-Hundred and Forty-Three Thousand**, **Six-Hundred Fifty-Three Dollars** (\$443,653.00).

The Fixed Fee covers all design fees, the preparation of two (2) estimates and all reimbursable expenses. The following is a list of typical expenses:

Ms. Bradley Bloom Village of Hinsdale Page 5 of 5 February 12, 2018

- CAD plots, printing, color reproductions, presentations, phase deliverables, postage and delivery
 costs of drawings and reports
- 2. Supplies, materials, and costs related to specific reports and presentations
- Travel mileage reimbursement at the current IRS mileage reimbursement rate for travel from the home office to the site for individuals not housed onsite.

The Village will reimburse Wight for all expenses in excess of Six Thousand, Five Hundred Dollars (\$6,500.00).

If the Village requests any services in addition or beyond those detailed, Wight will provide a proposal to cover the requested services. 2018 Billing Rates are outlined in 'Attachment A' enclosed with this proposal.

Proposal Exclusions

- Permitting through The Illinois State Regional Office of Education. Proposal includes permitting through the Village of Hinsdale
- Hinsdale Middle School Board Meetings and or/supplementary design review meetings directly with the School Board
- Design of parking access control system
- Mr. Doherty will provide all constructability reviews, and site logistics.

We will invoice monthly based on a percentage of work completed in each phase, and payment will be due within 30 days of invoice date.

Thank you for the opportunity to partner with the Village on this important project. If you have any questions regarding our proposal, please do not hesitate to contact Steve at 630.739.6703.

Respectfully submitted,

WIGHT & COMPANY

Stephen J. Collins
Vice President, Government Programs
scollins@wightco.com

2500 North Frontage Road Darien, IL 60561

John Doherty

CC:

Laura Batterberry, R.A. Senior Project Manager Ibatterberry@wightco.com

2500 North Frontage Road Darien, IL 60561

Approved by:
Date:
Title:



2018 PROFESSIONAL SERVICES RATE SCHEDULE

Architecture

Principal	\$290.00 per hour
Project Executive	\$270.00 per hour
Director of Interior Design	\$270.00 per hour
Senior Design Architect	\$250.00 per hour
Senior Project Manager	\$225.00 per hour
Project Manager	\$195.00 per hour
Senior Interior Designer	\$195.00 per hour
Senior Project Architect	\$175.00 per hour
Project Architect	\$160.00 per hour
Architect	\$140.00 per hour
Architectural intern II	\$125.00 per hour
Architectural Intern I	\$110.00 per hour
Interior Designer	\$125.00 per hour
Intern	\$70.00 per hour
Executive Assistant	\$120.00 per hour
Project Coordinator	\$90.00 per hour

Village of Hinsdale - New Parking Deck Professional Design Services Proposal, dated February 2, 2018 ATTACHMENT A



2018 PROFESSIONAL SERVICES RATE SCHEDULE

Land Development

Principal	\$290.00 per hour
Director of Land Development	\$270.00 per hour
Senior Project Manager	\$225.00 per hour
Project Manager	\$1 95.00 per hour
Engineer	\$14 0.00 per hour
Landscape Architect	\$130.00 per hour
EngineerII	\$125.00 per hour
Landscape Designer II	\$120.00 per hour
Engineer I	\$110.00 per hour
Landscape Designer I	\$105.00 per hour
Technician	\$90.00 per hour
Intern	\$70.00 per hour
Executive Assistant	\$120.00 per hour
Project Coordinator	\$90.00 per hour



2018 PROFESSIONAL SERVICES RATE SCHEDULE

MEP Engineering

Principal	\$290.00 per hour
Director of MEP Engineering	\$270.00 per hour
Senior Project Manager	\$225.00 per hour
Project Manager	\$195.00 per hour
Senior Project Engineer	\$175.00 per hour
Project Engineer	\$160.00 per hour
MEP Designer	\$120.00 per hour
Intern	\$70.00 per hour
Executive Assistant	\$120.00 per hour
Project Coordinator	\$90.00 per hour

Village of Hinsdale - New Parking Deck Professional Design Services Proposal, dated February 2, 2018 ATTACHMENT A



AACHITECTS
STRUCTURAL ENGINEERS
PLANNERS
PARKING CONSULTANTS
RESTORATION ENGINEERS
GREEN PARKING CONSULTING

2018 HOURLY RATES

\$290/hour
\$195/hour
\$190/hour
\$185/hour
\$175/hour
\$160/hour
\$160/hour
\$120/hour
\$110/hour

Note: Rates are effective through December 31, 2018



February 2, 2018

Mr. Bradley Bloom Assistant Village Manager Village of Hinsdale 19 E. Chicago Ave. Hinsdale, IL 60521

Subject:

New Parking Deck

CONSTRUCTION MANAGEMENT FEES/COSTS

Dear Mr. Bloom,

Wight & Company (Wight) is pleased to provide the Village of Hinsdale (Village) with this proposal which details the Construction Management Fees/Costs to manage to the construction of a parking deck located on the old Hinsdale Middle School property. We have prepared this proposal based on the construction schedule provided to us by Mr. John Doherty on January 17, 2018; information your team provided during our August 23, 2017, and October 20, 2017, meetings; the information we discussed during our December 6, 2017, interview; The Concord Group Rev. #1 estimate dated July 19, 2017; and other information provided by Mr. John Doherty, such as the demolition oversight is his responsibility. We have assumed that at this time, the upper level of the Parking Deck will be pre-cast. We have also assumed that our Integrated Design and Delivery, with a Guaranteed Maximum Price, method will be utilized on this project

Hard Construction Costs (Approximate) - \$6,150, 000.

Construction Management Fee - 3% of the Hard Construction Costs - \$183,000.

General Conditions Labor - \$295,000.

Breakdown

0	Project Executive -	Included in Fee
0	Construction PM -	Part Time
0	Superintendent ~	Full Time during construction
O	Project Engineer -	Part Time
0	Project Coordinator -	Part Time
٥	Bidding Support -	As Needed

General Conditions Expenses - \$75,000

The General Conditions Labor and Expenses are based on an assumed 6-month construction schedule.

Insurance – Workers Comp for Wight Employees (Statutory) and General Liability - \$62,000

Performance and Payment Bond -- estimate, Wight - \$40,000. plus subcontractors bonds

Ms. Bradley Bloom Village of Hinsdale Page 2 of 2 February 2, 2018

We intend to prepare a Guaranteed Maximum Price (GMAX) during the Design Development Phase of the design. Upon acceptance of the GMAX, we will reduce the Construction Administration fees included in our design proposal by \$14,000.

Thank you for the opportunity to partner with the Village on this important project. If you have any questions regarding our proposal, please do not hesitate to contact Steve at 630.739.6703 or Jim at 630.310.1597.

Respectfully submitted,

WIGHT & COMPANY

Stephen J. Collins Vice President, Government Programs scollins@wightco.com

2500 North Frontage Road Darien, IL 60561 James Nagle
Vice President, Project Executive
jnagle@wightco.com

2500 North Frontage Road Darien, IL 60561

Approved by: _______

Date: ______

Title: ______

cc: John Doherty

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND DESIGN CONSTRUCTION MANAGER

Based on a

Guaranteed Maximum Price

THIS AGREEMENT is made as of	the da	ay of	2018 .	
BETWEEN the Owner:		Village of Hi	nsdale	
		19 E. Chicag	o Avenue	
		Hinsdale, IL	60521	
and the Design Construction Ma	nager:	Wight Const	truction Services, Inc.	
		2500 N. Fro		
		Darien, IL 60)561	
I	Provide total professional Design Construction Management service including all labor, material and equipment for the new Parking Deck Hinsdale, IL, as described in the attached Project Scope Document. (Exhiba).		he new Parking Deck in	
The Owner and Design Construction	on Manager ag	ree as set fort	h below.	

ARTICLE ! THE PROJECT TEAM AND EXTENT OF AGREEMENT

- **1.1 The Project Team.** The Design Construction Manager, the Owner and the Design Construction Manager's consultants and subcontractors, collectively called the "Project Team", shall work cooperatively from the beginning of Design through construction completion.
- **1.2 Extent of Agreement.** The Contract Documents represent the entire agreement between the Owner and the Design Construction Manager and supersedes all prior negotiations, representations or agreements. This Agreement and the other Contract Documents (defined below) may be amended only by written instrument signed by both Owner and Design Construction Manager.

1.3 Definitions

1.3.1 Contract Documents, which constitute the entire Agreement between the Owner and Design Construction Manager, consist of:

- **1.3.1.1** This Contract, including all exhibits thereto.
- 1.3.1.2 Scope Change Orders.
- 1.3.1.3 Written amendments to this Agreement.
- 1.3.1.4 Owner's Project Criteria
- **1.3.1.5** Plans and Specifications
- **1.3.2** Day or Days shall mean calendar days unless otherwise specifically noted in the Contract Documents.
- **1.3.3** Hazardous Conditions are any materials, wastes, substances and chemicals deemed to be hazardous under applicable Legal Requirements, or the handling, storage, remediation, or disposal of which are regulated by applicable Legal Requirements.
- **1.3.4** Legal Requirements are all applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work.
- **1.3.5** Owners Project Criteria are developed by or for the Owner to describe Owner's program requirements and objectives for the project, including use, space, price, time, site and expandability requirements, as well as submittal requirements and other requirements governing Design Construction Manager's performance of the Work.
- **1.3.6** *Project* is the construction of the facilities described above.
- 1.3.7 Site is the land or premises on which the Project is located.
- 1.3.8 Subcontractor is a person or entity that has a direct contract with the Design Construction Manager to perform any work in connection with the Project, as well as all sub-subcontractors, suppliers and materialmen. Notwithstanding any other provision of this Agreement, all subcontractors (and, if applicable, suppliers and materialmen) shall be signatory to collective bargaining agreements with legitimate trade unions, as reasonably determined by Owner.
- **1.3.9** Substantial Completion is the date on which the authority having jurisdiction issues a Certificate of Occupancy so that the Owner can occupy and use the Project or a portion thereof for its intended purposes.
- **1.3.10** Work is comprised of all Design Construction Manager's construction and other services required by the Contract Documents, including procuring and furnishing all materials, equipment, services and labor reasonably inferable from the Contract Documents

ARTICLE 2 DESIGN CONSTRUCTION MANAGER'S SERVICES & RESPONSIBILITIES

2.1 General Services. Design Construction Manager's Representative [Jim Nagle] shall be reasonably available to Owner and shall have the necessary expertise and experience required to supervise the Work. Design Construction Manager's Representative shall communicate regularly with Owner and shall be vested with the authority to act on behalf of Design Construction Manager.

- 2.1.1 Design Construction Manager shall provide Owner with a monthly status report detailing the progress of the Work, including whether (i) the Work is proceeding according to schedule, (ii) discrepancies, conflicts or ambiguities exist in the Contract Documents that require resolution, (iii) health and safety issues exist in connection with the Work, and (iv) other items require resolution so as not to jeopardize Design Construction Manager's ability to complete the Work for the Contract Price and within the Construction Schedule(s).
- 2.1.2 The parties shall meet within seven (7) days after execution of the Agreement to discuss issues affecting the administration of the Work and to implement the necessary procedures, including those related to submittals and payment, to facilitate the ability of the parties to perform their obligations under the Contract Documents.
- **Design Professional Services.** Design Construction Manager shall, consistent with applicable state licensing laws, provide through qualified, licensed design professionals employed by Design Construction Manager, or procured from qualified, independent licensed Design Consultants, the necessary design services, including architectural, engineering and other design professional services, for the preparation of the required drawings, specifications and other design submittals to permit the Design Construction Manager to complete the Work consistent with the Contract Documents. The Project Team shall work closely together to see that design is accomplished in accordance with the Contract Documents and any changes that have been agreed to.

2.3 Preliminary Design/Preconstruction Services

- 2.3.1 Design Construction Manager and Owner shall, consistent with any applicable provision of the Contract Documents, agree upon any interim design submissions that Owner may wish to review, which interim design submissions may include design criteria, drawings, diagrams and specifications setting forth the Project requirements. On or about the time of the scheduled submissions, Design Construction Manager and Owner shall meet and confer about the submissions, with the Design Construction Manager identifying during such meetings, among other things, the evolution of the design and any significant changes from the previously submitted design submissions. Minutes of the meetings shall be maintained by the Design Construction Manager and provided to all attendees for review. Following the design review meeting, Owner shall review and approve the interim design submissions in a time that is consistent with the turnaround times set forth in Design Construction Manager's schedule.
- **2.3.2 Preliminary Evaluation.** The Design Construction Manager has provided a preliminary evaluation of the Project's feasibility based on the Owner's Program and other relevant information.
- **2.3.3 Preliminary Schedule.** The Design Construction Manager shall prepare a preliminary schedule of the Work for the Owner's written approval. The schedule shall show the activities of the Owner, Design Construction Manager necessary to meet the Owner's completion requirements. The schedule shall be updated as necessary reflecting the information then available
- 2.3.4 Preliminary Estimate. When sufficient Project information has been identified, the Design Construction Manager shall prepare for the Owner's written approval a preliminary estimate utilizing area, volume or similar conceptual estimating techniques. The estimate shall be updated as necessary reflecting the information then available. If the preliminary estimate or any update

- exceeds the Owner's budget, the Design Construction Manager shall meet with the Owner to discuss appropriate adjustments.
- 2.3.5 Schematic Design and Design Development Documents. The Design Construction Manager shall submit for the Owner's written approval Schematic Design and Design Development Documents based on the Project Scope Document as refined throughout the design process. The Schematic Design and Design Development Documents shall define the Project including drawings and outline specifications fixing and describing the Project size and character, and other appropriate elements incorporating the structural, architectural, mechanical, and electrical systems. One set of these documents shall be furnished to the Owner. The Design Construction Manager shall update the preliminary schedule and estimate based on the Design Development Documents.
- 2.3.6 Construction Documents. The Design Construction Manager shall submit for the Owner's written approval Construction Documents based on the approved Design Development Documents. The Construction Documents shall set forth in detail the requirements for construction of the Work, and shall consist of drawings and specifications based upon codes, laws or regulations enacted at the time of their preparation. Construction shall be in accordance with these approved Construction Documents. One set of these documents shall be furnished to the Owner. The Design Construction Manager shall update the schedule and estimate based on the Construction Documents.
- 2.3.7 Owner's review and approval of interim design submissions and the Construction Documents is for the purpose of mutually establishing a confirmed set of Contract Documents compatible with the requirements of the Work. Neither Owner's review nor approval of any interim design submissions and Construction Documents shall be deemed to transfer any design liability from Design Construction Manager to Owner.
- 2.3.8 To the extent not prohibited by the Contract Documents or Legal Requirements, Design Construction Manager may prepare interim design submissions and Construction Documents for a portion of the Work to permit construction to proceed on that portion of the Work prior to completion of the Construction Documents for the entire Work, as long as said interim designs are acknowledged in writing by the Owner.
- **2.3.9 Legal Requirements.** The Design Construction Manager shall give notices and comply with laws, ordinances, rules, regulations and lawful orders of public authorities relating to the Project.
 - 2.3.9.1 The Contract Price and/or Construction Schedule(s) shall be adjusted to compensate Design Construction Manager for the effects of any changes in the Legal Requirements enacted after the date of the Agreement affecting the performance of the Work. Such effects may include, without limitation, revisions Design Construction Manager is required to make to the Construction Documents because of new Legal Requirements or concealed conditions

2.4 Bidding/Construction Phase Services.

2.4.1 The Construction Phase will commence upon the issuance by the Owner of a written notice to proceed with construction.

- 2.4.2 Design Construction Manager shall perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. Design Construction Manager shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.
- 2.4.3 The Design Construction Manager shall keep such full and detailed accounts as may be necessary for proper financial management under this Agreement, and shall furnish the Owner with an estimated cash flow schedule for the Project, if requested. Design Construction Manager shall furnish to the Owner any and all financial documents within 7 days upon request. Design Construction Manager shall provide the Owner with a Schedule of Values allocated to major segments of work for the Project, if requested.
- 2.4.4 Unless otherwise provided in the Contract Documents to be the responsibility of Owner or a separate contractor, Design Construction Manager shall provide through itself or subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit Design Construction Manager to complete construction of the Project consistent with the Contract Documents.
- 2.4.5 Design Construction Manager shall employee only subcontractors who are duly licensed and qualified to perform the Work consistent with the Contract Documents. Notwithstanding any other provision of this Agreement, all subcontractors (and, if applicable, suppliers and materialmen) shall be signatory to collective bargaining agreements with legitimate trade unions, as reasonably determined by Owner; Design Construction Manager represents and warrants that the required use of union subcontractors (and, if applicable, suppliers and materialmen) is a component of all estimates provided to Owner. Owner may reasonably object to Design Construction Manager's selection of any Subcontractor, in which case such Subcontractor shall not be hired or used, provided that the Contract Price and/or Construction Schedules(s) shall be adjusted to the extent that the Owner's decision impacts Design Construction Manager's cost and/or time of performance.
- 2.4.6 The Design Construction Manager shall provide the Owner with a design and construction schedule for the Project. This Construction Schedule indicates the dates for the starting and completion of the various stages of the design and construction, including the dates when information and approvals are required from the Owner and contains the necessary information to allow the Owner to monitor the progress of the work. It shall be revised as required by the conditions of the Work.
- **2.4.7** The Design Construction Manager shall secure the building permits necessary for the construction of the Project.
- 2.4.8 The Design Construction Manager shall take necessary precautions for the safety of its employees on the Work, and shall comply with all applicable provisions of federal, state and municipal safety laws and shall include in all subcontracts provisions which require its subcontractors to be responsible for the safety of their employees on the Work, and to comply with all applicable provisions of federal, state and municipal safety laws.
- **2.4.9** The Contract Price and/or Construction Schedule(s) shall be adjusted to compensate Design Construction Manager for the effects of any changes in the Legal Requirements enacted after

the date of the Agreement affecting the performance of the Work.

- **2.4.10** The Design Construction Manager shall keep the premises of the Project free from accumulation of waste materials caused by the Design Construction Manager's operations. At the completion of the Work, the Design Construction Manager shall remove from the Project all tools, surplus materials, construction equipment, machinery, and waste materials.
- 2.4.11 The Design Construction Manager shall maintain in good order at the site one record copy of the drawings, specifications, shop drawings, Change Orders and other Modifications, marked currently to record changes made during construction. These shall be delivered to the Owner upon completion of the Project, along with electronic drawing files on mutually agreed upon electronic media format.

2.5 Warranties

- 2.5.1 The Design Construction Manager warrants to the Owner that all materials and equipment furnished under this Agreement shall be new, unless otherwise specified, unless existing material is designated to be reused, and that all construction work shall be of good quality, free from improper workmanship and defective materials. The Design Construction Manager further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements will be considered defective. The Design Construction Manager's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Design Construction Manager, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. The Design Construction Manager agrees to correct all work performed by it under this Agreement which within a period of one year from the date of Substantial Completion as defined in Paragraph 1.3.9 proves to be defective in material or workmanship, provided that this warranty covers equipment, accessories and parts manufactured by others only to the extent of liability to Design Construction Manager on the part of the manufacturer thereof, and no warranty is provided for Owner provided equipment. Any warranty or guarantee obtained by Design Construction Manager from any such manufacturer shall be deemed to have been obtained for the benefit of Owner and shall be assigned to Owner. 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. Defective work corrected by the Contractor shall be warranted for an additional period of one year from the date of the Owner's acceptance of the Design Construction Manager's corrections.
- **2.5.2** The Design Construction Manager shall secure required certificates of inspection, testing or approval required for building construction and deliver them to the Owner including inspections as required by the Regional Office of Education of DuPage County Illinois.
- **2.5.3** The Design Construction Manager shall collect all equipment manuals and deliver them to the Owner, together with all written warranties from equipment manufacturers as a prerequisite to substantial completion.

- 2.5.4 Notwithstanding the foregoing, The Design Construction Manager shall promptly correct Work 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 consultant's services and expenses made necessary thereby, shall be at the Design Construction Manager's expense.
- **2.6 Tax Exemption.** If in accordance with the Owner's direction an exemption is claimed for taxes, the Owner agrees to defend, indemnify and hold harmless the Design Construction Manager from any liability, penalty, interest, fine, tax assessment, attorney's fees or any other expense or cost incurred by the Design Construction Manager as a result of any action taken by the Design Construction Manager in accordance with the Owner's direction for this project.
- **2.7 Additional Services.** The Design Construction Manager shall provide or procure the following Additional Services upon the request of the Owner. A written agreement between the Owner and Design Construction Manager shall define the extent of such Additional Services.
 - 2.7.1 Establishing the Project budget, investigating sources of financing, general business planning and other information and documentation as may be required to establish the feasibility of the Project.
 - **2.7.2** Consultations, negotiations and documentation supporting the procurement of Project financing.
 - 2.7.3 Aerial photographs.
 - 2.7.4 Appraisals of existing equipment, existing properties, new equipment and developed properties.
 - **2.7.5** Feasibility studies except those that address asset management.
 - **2.7.6** Models and mockups of the Project or any part of the Project or Work except as required for quality control and aesthetic approval.
 - 2.7.7 Inventories of existing furniture, fixtures, furnishings and equipment which might be under consideration for incorporation into the Work.
 - **2.7.8** Design services, procurement and placement of artwork and decorations.
 - **2.7.9** Revising the Design Development, Construction Documents or documents forming the basis of the Contract Price after they have been approved by the Owner, and which are due to causes beyond the control of the Design Construction Manager.
 - **2.7.10** Design, coordination, management and other services supporting the procurement of materials to be obtained, or work to be performed by the Owner
 - **2.7.11** Estimates, proposals, appraisals, consultations, negotiations and services in connection with the repair or replacement of an insured loss.

- **2.7.12** The premium portion of overtime work ordered by the Owner.
- 2.7.13 Document reproduction exceeding the limits provided for in this Agreement.
- **2.7.14** Services for tenant or rental spaces not a part of the Agreement.
- **2.7.15** Services requested by the Owner or required by the Work which are not specified in the Contract Documents and which are not normally part of generally accepted design and construction practice.
- 2.7.16 Serving or preparing to serve as a witness in connection with any claim or legal proceeding regarding the Project that is not: (a) a claim or legal proceeding in which Design Construction Manager and Owner are adverse parties, or (b) a claim or legal proceeding in which Design Construction Manager, its employees or agents are being called as a witness by a party adverse to the Owner, or (c) a claim or legal proceeding in which Design Construction Manager's employee or agent would be subject to routine subpoenas issued by a court with jurisdiction or Owners' counsel, as a fact or occurrence witness, and subject to court rules providing witness compensation for travel expenses and costs of missing work.

ARTICLE 3 OWNER'S RESPONSIBILITIES

- 3.1 The Owner shall provide full information in a timely manner regarding its requirements for the Project.
- 3.2 The Owner shall designate a representative who shall be fully acquainted with the Project, and have authority to approve changes in the scope of the Project to the extent allowed by applicable law and as determined by Village Board policy. Owner's representative shall render approvals and decisions promptly and as soon as possible as allowed by applicable law, and furnish information expeditiously and in time to meet the dates set forth in the Schedule. The Owner's designated representative is John Doherty. In the event that John Doherty is not reachable, Bradley Bloom shall be authorized to render approvals and decisions. Any change in the Owner's designated representative shall be documented in writing.
- 3.3 If the Owner becomes aware of any fault or defect in the Work or nonconformance with the Drawings or Specifications, it shall give prompt written notice thereof to the Design Construction Manager. However, failure to provide such notice promptly shall not serve as a waiver of any rights or powers described herein.
- 3.4 The Owner shall furnish a legal description and certified land survey of the site, giving, as applicable, grades and lines of streets, alleys, pavements and adjoining property, rights-of-way restrictions, easements, encroachments, zoning, deed restrictions, elevations and contours of the site; locations, dimensions and complete data pertaining to existing buildings, other improvements and trees; and full information concerning available services and utility lines, both public and private, above grade and below grade, including inverts and depths. Notwithstanding the foregoing, Design Construction Manager acknowledges receipt of a survey satisfying all currently known requirements.

- 3.5 Omitted.
- 3.6 The services and information required by the above paragraphs shall be furnished with reasonable promptness at Owner's expense and the Design Construction Manager shall be entitled to rely upon the accuracy and the completeness thereof.
- 3.7 At Design Construction Manager's request, Owner shall furnish within 30 days reasonable evidence satisfactory to Design Construction Manager that Owner has adequate funds available and committed to fulfill all of Owner's contractual obligations under the Contract Documents. If Owner fails to furnish such financial information within 30 days, Design Construction Manager may stop Work under Section 15.3 hereof or exercise any other right permitted under the Contract Documents.
- **3.8** The Owner shall pay for all utility connection fees and special facility charges, if required, rendered by utilities for connection of permanent utility services to the Project.
- 3.9 Owner is responsible for all work performed on the Site by separate contractors under the Owner's control. Owner shall contractually require its separate contractors to cooperate with, and coordinate their activities so as not to interfere with, Design Construction Manager in order to enable Design Construction Manager to timely complete the Work consistent with the Contract Documents. Design Construction Manager shall coordinate the Work for all contractors hired by Owner.
- **3.10** The Owner shall communicate with Architect/Engineer, consultants, subcontractors, and suppliers only through the Design Construction Manager.

ARTICLE 4 HAZARDOUS CONDITIONS & DIFFERING SITE CONDITIONS

- 4.1 Hazardous Conditions. Unless otherwise expressly provided in the Contract Documents to be a part of the Work, Design Construction Manager is not responsible for any Hazardous Conditions encountered at the Site. Upon encountering any Hazardous Conditions, Design Construction Manager will stop Work immediately in the affected area and duly notify the Owner and, if required law, all government or quasi-government entities with jurisdiction over the project Site.
 - 4.1.1 Upon receiving notice of the presence of suspected Hazardous Conditions, Owner shall in its discretion take the necessary measures required to ensure that the Hazardous Conditions are remediated or rendered harmless. Such necessary measures shall include Owner retaining qualified independent experts to (i) ascertain whether Hazardous Conditions have actually been encountered, and, if they have been encountered, (ii) prescribe the remedial measures that Owner must take either to remove the Hazardous Conditions or render the Hazardous Conditions harmless.
 - 4.1.2 Design Construction Manager shall be obligated to resume Work at the affected area of the Project only after Owner's expert provides it with written certification that (i) the Hazardous Conditions have been removed or rendered harmless and (ii) all necessary approvals have been obtained from all government and quasi-government entities having jurisdiction over

the Project or Site.

- **4.1.3** Design Construction Manager will be entitled to an adjustment in its Contract Price and/or Construction Schedule(s) to the extent Design Construction Manager's cost and/or time of performance have been adversely impacted by the presence of Hazardous Conditions.
- 4.1.4 To the fullest extent permitted by law, Owner shall indemnify, defend and hold harmless Design Construction Manager, Design Consultants, Subcontractors, anyone employed directly or indirectly for any of them, and their officers, directors, employees and agents, from and against any and all claims, losses, damages, liabilities and expenses, including attorney's fees and expenses, resulting from the Work if in fact the Hazardous Conditions present the risk of bodily injury or death and the Site has not been rendered harmless by the remedial measures, provided that that such claims, losses, damages, liabilities and expenses are attributable to bodily injury, sickness, disease or death, or to injury or destruction of tangible property (other than the Work itself), except to the extent that such claims, losses, damages, liabilities and expenses is due to the fault or negligence of the party seeking indemnity.
- 4.1.5 Notwithstanding the preceding provisions of Section 4, Owner is not responsible for Hazardous Conditions introduced to the Site by Design Construction Manager, Subcontractors or anyone for whose acts they may be liable. Design Construction Manager shall indemnify, defend and hold harmless Owner and Owner's officers, directors, employees and agents from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from those Hazardous Conditions introduced to the Site by Design Construction Manager, Subcontractors or anyone for whose acts they may be liable.
- 4.2 Differing Site Conditions. Concealed or latent physical conditions or subsurface conditions at the Site that (i) materially differ from the conditions indicated in the Contract Documents or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work are collectively referred to herein as "Differing Site Conditions". Design Construction Manager will be entitled to an adjustment in the Contract Price and/or Construction Schedule(s) to the extent Design Construction Manager's cost and/or time of performance are adversely impacted by the Differing Site Condition.
 - **4.2.1** Upon encountering a Differing Site Condition, Design Construction Manager shall provide prompt written notice to Owner of such condition, which notice shall not be later than seven (7) days after such condition has been encountered. Design Construction Manager shall, to the extent reasonably possible, provide such notice before the Differing Site Condition has been substantially disturbed or altered.

ARTICLE 5 SUBCONTRACTS AND OTHER AGREEMENTS

- 5.1 All subcontracts shall be deemed to have been obtained for the benefit of the Owner and the Owner shall be deemed to be a third-party beneficiary of each and every subcontract. Every Subcontractor shall be contractually required to name Owner and the Owner's Representative as an additional insured on its insurance policies.
- 5.2 Those portions of the work that the Design Construction Manager does not perform with the Design

Construction Manager's own personnel shall be performed under subcontracts or by other appropriate agreements with the Design Construction Manager. The Design Construction Manager shall endeavor to secure at least three bids and/or proposals from potential subcontractors and from suppliers of materials or equipment fabricated especially for the Work. The Owner may request specific persons or entities from whom the Design Construction Manager shall obtain bids; however, the Design Construction Manager is not obligated or required to seek bids or contract with anyone to whom the Design Construction Manager has reasonable objection. Both Design Construction Manager and Owner understand that there may be some situations where securing three bids is not possible or will adversely impact the project schedule. In this instance Design Construction Manager will be permitted to secure less than three bids and/or negotiate a price acceptable to the Owner upon Owner's written approval to do so for specific subcontractors.

- 5.3 Subcontracts or other agreements shall conform to the payment provisions of Article 13 and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner.
- 5.4 Design Construction Manager shall notify Owner of the identity of all Subcontractors and material suppliers prior to entry of such Subcontractors or material suppliers into the project and shall provide copies of Contracts, Performance and Payment Bonds, if required, and insurance Certificates to Owner.
 - **5.4.1** The Owner shall have the right to require Design Construction Manager to furnish payment and/or performance bonds covering faithful performance of the Contract Documents and payment of obligations arising thereunder.
- 5.5 The Owner and Design Construction Manager shall work together to select the Subcontractor that best satisfies the requirements of both the Owner and Design Construction Manager. Owner may reasonably object to Design Construction Manager's selection of any Subcontractor, in which case such Subcontractor shall not be hired or used, provided that the Contract Price and/or Construction Schedules(s) shall be adjusted to the extent that the Owner's decision impacts Design Construction Manager's cost and/or time of performance. Except as otherwise provided above, the Design Construction Manager, as contracting and warranting party, will make the final decision of the Subcontractor.
- **5.6** Notwithstanding any other provision of this Agreement, all subcontractors (and, if applicable, suppliers and materialmen) shall be signatory to collective bargaining agreements with legitimate trade unions, as reasonably determined by Owner; Design Construction Manager represents and warrants that the required use of union subcontractors (and, if applicable, suppliers and materialmen) is a component of all estimates provided to Owner.

ARTICLE 6 DATE OF COMMENCEMENT, SUBSTANTIAL COMPLETION AND FINAL COMPLETION

6.1 Consistent with the Construction Schedule, Construction shall commence as soon as reasonably possible in the Spring of 2019 pending permit issuance and other necessary approvals, trade contractor awards and reasonable weather conditions. The Design Construction Manager shall diligently prosecute the Work and achieve substantial completion at a mutually acceptable date to be agreed upon at a later date as amended when final drawings are approved by Owner. Design

Construction Manager shall present a detailed construction schedule to the Owner with the final drawings. The project will require a phased turnover with the following completion dates:

Substantial Completion:	
Substantial Completion:	
Construction Final Completion:	

This is contingent upon demolition starting in January 2019 so that the construction of the new parking deck can commence no later than March 1, 2019, and is subject to change based on mutual agreement by the Owner and Design Construction Manager.

- 6.2 If the Design Construction Manager is delayed in the progress of the Project by acts or negligence of the Owner, Owner's employees, separate contractors employed by the Owner, changes ordered in the Work not caused by the fault of the Design Construction Manager, labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties, or conditions defined in Article 4, or other causes beyond the Design Construction Managers' control, or by delay authorized by the Owner's pending arbitration or another cause, the Construction Schedule shall be reasonably extended by Change Order.
- **6.3 Commencement of Warranties.** Warranties called for by this agreement or by the Drawings and Specifications shall commence on the Date of Substantial Completion of the Project or designated portion thereof, as reflected by the Certificate of Substantial Completion.

ARTICLE 7 COMPENSATION

The Design Construction Manager shall be paid by the Owner a Contract Price consisting of the Cost of the Work as defined in Article 8 and the Design Construction Manager's fee as set forth below:

- 7.1 Guaranteed Maximum Price. The sum of the Cost of the Work and the Design Construction Manager's Fee (such sum being the "Guaranteed Maximum Price") will be guaranteed at the completion of Design Development targeted by _______. The final Guaranteed Maximum Price is subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would exceed the Guaranteed Maximum Price to be exceeded, exclusive of change orders shall be paid by the Design Construction Manager without reimbursement by the Owner.
 - 7.1.1 The preliminary project budget is set at **TBD** based on the conceptual estimate. This Guaranteed Maximum Price will be finalized through a contract amendment as noted in Article 7.1
 - **7.1.2** The Guaranteed Maximum Price is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
 - **7.1.3** The amounts agreed to for unit prices or allowances, if any, are as follows:
- **7.2 Allowances.** All allowances stated in the Contract Documents shall be included in the Contract Price. While Owner may direct the amounts of, and particular material suppliers or subcontractors for, specific allowance item, if Design Construction Manager reasonably objects to a material supplier or

subcontractor, it shall not be required to contract with them. Owner shall select allowance items in a timely manner so as not to delay the Work. Allowances shall include the costs of materials and equipment delivered to the Worksite less applicable trade discounts and including requisite taxes, unloading and handling at the Worksite, and labor and installation, overhead and profit unless specifically stated otherwise. Design Construction Manager's overhead and profit for the allowances shall be included in the Contract Price, but not in the allowances. The Contract Price shall be adjusted by Change Order to reflect the actual costs when they are greater than or less than the allowances. Expenditure of any allowance item requires Owner approval.

7.3 Unit Prices. If unit prices are included in the Contract Documents or are subsequently agreed to by the parties, but the character or quantity of such unit price items as originally contemplated is so different in a proposed Change Order that the original unit prices will cause substantial inequity to Owner or Design Construction Manager, such unit prices shall be equitably adjusted.

7.4 Design/Preconstruction Phase Compensation.

- **7.4.1** The Owner shall compensate the Design Construction Manager for services performed during the Design/Preconstruction Phase as described in Article 2 as follows:
 - **7.4.1.1** Preconstruction services shall be performed as part of the Architectural/Engineering Services fee.
 - **7.4.1.2** Architectural/Engineering services shall be performed for a fixed fee of Four Hundred Forty Three Thousand Six Hundred and Fifty dollars and no cents (\$443,653.00). Such amount is included in the Guaranteed Maximum Price.
- **7.4.2** Compensation for Design/Preconstruction Phase Services shall be equitably adjusted if such services extend beyond 120 days from the date of this Agreement for reasons beyond the reasonable control of the Design Construction Manager or as provided in Article 12.
- 7.4.3 Payments for Design/Preconstruction Phase Services shall be due and payable within a payment schedule established and agreed to by both parties following presentation of the Design Construction Manager's monthly invoice to the Owner. If the Owner fails to pay the Design Construction Manager as agreed, then the Design Construction Manager shall have the right to stop the Work and be entitled to payments due plus interest as provided in Paragraph 13.2.
- 7.4.4 Notwithstanding any other provision of this Agreement, Owner may terminate all agreements with Design Construction Manager without cause prior to completion of design / preconstruction services, subject to payment to Design Construction Manager for services completed up to the date of termination.
- 7.5 **Bidding/Construction Phase Compensation.** The Owner shall compensate the Design Construction Manager for Work performed following the commencement of the Bidding and Construction Phase on the following basis:
 - **7.5.1** The cost of the Work as allowed in Article 8; and

- 7.5.2 The Design Construction Manager's Fee for Construction Management services in the amount of Six Hundred Fifteen Thousand Dollars and no cents, (\$615,000.00), inclusive of CM Fee as well as General Conditions Labor, General Conditions Expenses and Insurance, and subject to adjustment as provided in Paragraph 7.8. The Design Construction Manager's Fee shall be paid proportionally to the ratio that the monthly Cost of the Work bears to the total estimated Cost of the Work. No further adjustments to the Design Construction Manager's fee shall be made unless the Project scope is increased and exceeds the Guaranteed Maximum Price. No fee shall be charged on coordination changes or minor changes.
- 7.6 Payment for Construction Phase Services shall be as set forth in Article 13.
- **7.7 Design Construction Manager's Fee.** The Design Construction Manager's Fee includes but is not limited to the following:
 - **7.7.1** General and administrative expenses of the Design Construction Manager's principal and branch offices other than the field office, except as may be expressly included in Article 8; and
 - **7.7.2** The Design Construction Manager's capital expenses, including interest on the Design Construction Manager's capital employed for the Work.
- **7.8 Adjustment in the Design Construction Manager's Fee.** Adjustment in the Design Construction Manager's Fee shall be made as follows:
 - **7.8.1** For changes in the Work as provided in Article 12, the Design Construction Manager's Fee shall be adjusted as follows:
 - Changes shall be priced at the "direct cost" of the charge, and markup for all changes shall be five percent (5%).
 - 7.8.2 For delays in the Work not caused by the Design Construction Manager, there will be an equitable adjustment in the Design Construction Manager's schedule to compensate the Design Construction Manager for increased expenses; and
 - **7.8.3** If the Design Construction Manager is placed in charge of managing the replacement of an insured or uninsured loss, the Design Construction Manager shall be paid for costs associated with said management.

ARTICLE 8 COST OF THE WORK

- 8.1 The term Cost of the Work shall mean costs necessarily incurred by the Design Construction Manager in good faith in the proper performance of the Work approved by the Owner. Such costs shall be at rates not higher than the standard paid at the place of the Project and at the prevailing wage as applicable, except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in this Article 8.
 - 8.1.1 Labor Costs

- **8.1.1.1** Wages of construction workers directly employed by the Design Construction Manager to perform the construction of the Work at the site or, at the off-site workshops.
- **8.1.1.2** Wages or salaries of the Design Construction Manager's supervisory and administrative personnel in connection with performance of the Work when stationed at the site.
- **8.1.1.3** Wages or salaries of the Design Construction Manager's located at the site.

8.1.2 Subcontract Costs

- **8.1.2.1** Payments made by the Design Construction Manager to Subcontractors in accordance with the requirements of the subcontracts properly entered into under this Agreement.
- **8.1.2.2** Cost of premiums for all bonds required entered into under this agreement. Costs of bonds will be presented to the Owner prior to execution with Subcontractors.

8.1.3 Costs of Materials & Equipment Incorporated in the Completed Construction

- **8.1.3.1** Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.
- 8.1.3.2 Cost of materials described in the preceding Clause 8.1.3.1. in excess of those actually installed but required to provide reasonable allowance for waste and for spoilage. Unused excess materials, if any, shall be properly stored during the performance of the Work and turned over to the Owner at the completion of the Work or, at the Owner's option, shall be sold by the Design Construction Manager; amounts realized, if any, from such sale shall be credited to the Owner as a deduction from the Cost of the Work.

8.1.4 Costs of Other Materials And Equipment, Temporary Facilities And Related Items

8.1.4.1 Costs, including transportation and maintenance, of all materials, supplies, office equipment, computers, software, temporary facilities and hand tools (not owned by the workmen) consumed in the performance of the Work by the Design Construction Manager. Any items used but not consumed, which are paid for by Owner, shall become the property of the Owner and shall be delivered to Owner upon completion of the Work in accordance with instructions furnished by Owner. Design Construction Manager may, however, agree to purchase any such items from Owner at a purchase price equal to the original cost to Owner less the reduction in fair market value resulting directly from use of any such item in connection with the Work or such other price which is mutually acceptable to Owner with any information and documentation necessary to verify the period of time for which such items were used in connection with the Work.

- **8.1.4.2** Rental charges of all necessary trailers, machinery and equipment, exclusive of hand tools, used at the site of the Work, whether rented from Design Construction Manager or others, including installation, minor repairs and replacements, dismantling, removal, transportation and delivery costs thereof. Such rental charges shall be consistent with those generally prevailing in the location of the Project.
- **8.1.4.3** Costs of removal of debris from the site.
- **8.1.4.4** Costs in connection with performance of the Work of telegrams and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.
- **8.1.4.5** Costs of all temporary utilities, fencing, winter conditions, site access remediation or stabilization costs.
- **8.1.4.6** Site security costs as approved by the Owner.

8.1.5 Miscellaneous Costs

- **8.1.5.1** Sales, use or similar taxes imposed by a governmental authority which are related to the Work and for which the Design Construction Manager is liable.
- **8.1.5.2** Fees and assessments for the building permit and for other permits, licenses and inspections for which the Design Construction Manager is required by the Contract Documents to pay.
- 8.1.5.3
- **8.1.5.4** All fuel and utility costs incurred in the performance of the Work.
- **8.1.5.5** Sales, use or similar taxes, tariffs or duties incurred in the performance of the Work.
- **8.1.5.6** Deposits lost for causes other than the Design Construction Manager's fault or negligence.
- **8.1.5.7** Expenses for local travel to and from the site for all of the Design Construction Manager's personnel for all work that is required to be performed at the project site.
- **8.1.5.8** Expenses for travel, for the Design Construction Manager incurred while traveling in discharge of his duties associated with the work. All long distance travel requiring airfare and overnight accommodations shall be pre-approved by the Owner.
- 8.1.5.9 Losses and expenses for personal injury and property damage not compensated by insurance or otherwise sustained by the Design Construction Manager in connection with the Work, provided they have resulted from causes other than the fault or neglect of the Design Construction Manager. Such losses shall include settlements, made with the written consent and approval of the Owner.

8.1.6 Other Costs

- **8.1.6.1** Other costs incurred in the performance of the Work if and to the extent approved in advance in writing by the Owner.
- **8.1.6.2** Costs incurred by the Design Construction Manager in repairing or correcting defective, damaged or nonconforming Work, provided that such defective, damaged or nonconforming Work was beyond the reasonable control of the Design Construction Manager, or caused by the ordinary mistakes or inadvertence, and not the negligence, of the Design Construction Manager or those working by or through the Design Construction Manager.
- **8.1.6.3** Demobilization and remobilization costs in the event a stop work order is issued by Owner, or work is stopped for reasons outside of the reasonable control of the Design Construction Manager.
- **8.1.7** Emergencies: Repairs To Damaged, Defective Or Nonconforming Work The Cost of the Work shall also include costs that are incurred by the Design Construction Manager:
 - 8.1.7.1 In taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, to the extent not caused or capable of prevention through proper performance of the Work by the Design Construction Manager, a Subcontractor or anyone for whom either is responsible.
 - in correcting defective, damaged or non-conforming Work, but only if such Work is performed, supplied or damaged by a Subcontractor, or material supplier and not corrected by them, provided that such defective, damaged or non-conforming Work did not result from the fault or negligence of the Design Construction Manager, and only to the extent that the cost of correcting the defective, damaged or non-conforming Work is not recoverable by the Design Construction Manager from the Subcontractor or material supplier or others and the Design Construction Manager is not compensated therefore by insurance or otherwise. In no event shall the total cost of defective, damaged or non-conforming Work, together with all reimbursable costs, exceed the Estimated Cost of the Work, without written approval in advance from the Owner.
 - 8.1.7.3 Costs as defined herein shall be actual costs paid by the Design Construction Manager, subject to Article 10 of the Agreement. All payments made by the Owner pursuant to this Article 8, whether those payments are actually made before or after the execution on the Contract, are included within the Estimated Cost of the Work specified in Article 7. Provided, however, that in no event shall the Owner be required to reimburse Design Construction Manager for any portion of the Cost of the Work incurred prior to the Commencement Date unless Design Construction Manager has received the Owner's written consent prior to incurring such cost.
- **8.2** Design Construction Manager hereby agrees and acknowledges that there shall be no duplication of payments for any of the items comprising the Cost of the Work, notwithstanding any itemization or provision contained in the Contract Documents to the contrary, including without limitations, this Article

8.3 The Cost of the Work includes a preliminary Allowance for Unforeseeable Conditions ("Allowance") in the amount of **TBD** for the sole use by the Design Construction Manager for costs that could not be expected or predicted and were not specifically allocated or budgeted at the time of this Agreement. This preliminary allowance will be amended when the final Guaranteed Maximum Price is established as defined in Article 7.1. The Allowance will not increase the fee or profit of the Design Construction Manager as established in Section 7 and is included in the Guaranteed Maximum Price. All amounts remaining in the Allowance at final completion of the Project shall revert to the Owner.

ARTICLE 9 COSTS NOT TO BE REIMBURSED

- 9.1 The Cost of the Work shall not include:
 - **9.1.1** Salaries and other compensation of the Design Construction Manager's personnel stationed at the Design Construction Manager's principal office or offices other than the site office, except as specifically provided in Article 8.
 - **9.1.2** Expenses of the Design Construction Manager's principal office and offices other than the site office except specifically provided in Article 8.
 - 9.1.3 Overhead and general expenses, except as may be expressly included in Article 8, including but not limited to the costs of Design Construction Manager's taxes, licenses or other levies in connection with the general conduct of its business, including Federal and State income taxes.
 - **9.1.4** The Design Construction Manager's capital expenses, including interest on the Design Construction Manager's capital employed for the Work.

ARTICLE 10 DISCOUNTS, REBATES AND REFUNDS

Cash discounts obtained on payments made by the Design Construction Manager shall accrue to the Owner if (1) the Design Construction Manager received payment therefore from the Owner, or (2) the Owner has deposited funds with the Design Construction Manager with which to make payments. Cash discounts for items or services not paid for by Owner shall accrue to the Design Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Design Construction Manager shall make provisions so that they can be secured.

ARTICLE 11 ACCOUNTING RECORDS

11.1 The Design Construction Manager shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Contract.

ARTICLE 12 CHANGES IN THE PROJECT

- 12.1 Scope Change Orders. Any work not contained in the Contract Documents shall be a change and shall be performed by Design Construction Manager only pursuant to a written Change Order to this Agreement issued by Owner if such work increases or decreases the Contract Price. Such a Change Order may increase or decrease the Work within the general scope of this Agreement. If this Change Order causes an increase in the cost of the Work Design Construction Manager shall be paid a lump sum acceptable to both parties. If the parties are unable to agree upon a lump sum for the additional work, Design Construction Manager shall be reimbursed for the cost of such work, as determined in accordance with Article 8. If the Change Order causes a decrease in the cost of the Work, the Contract Price shall be decreased by the amount of Design Construction Manager's determination of the decrease of the cost in labor, materials and equipment no longer required, based upon the Schedule of Values furnished pursuant to Paragraph 2.1.3. All Change Orders to the Project Scope shall reflect the following:
 - a) A change in the Work;
 - b) The amount of the adjustment in the Contract Price; if any
 - c) The extent of the adjustment in the Contact Time, if any.
- 12.2 Concealed Conditions. If concealed or unknown conditions that affect the performance of the Work and vary from those indicated by the Contract Documents are encountered, which conditions are not ordinarily found to exist or which differ materially from those generally recognized as inherent in work of the character provided for under this Agreement; notice by the observing party shall be given promptly to the other party and, if possible, before conditions are disturbed. The Contract Price and Construction Schedule shall be equitably adjusted for such concealed or unknown conditions by Change Order upon claim made by Design Construction Manager.
- 12.3 If Owner requests a proposal for a change in the Work from the Design Construction Manager and subsequently elects not to proceed with the change, a Change Order shall be issued to reimburse Design Construction Manager for reasonable costs incurred for estimating services and services involved in the preparation of proposed revisions to the Contract Documents.

12.4 Construction Change Directives

- **12.4.1** A Construction Change Directive is a written order or email signed by the Owner, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Price or Construction Schedule, or both.
- **12.4.2** A Construction Change Directive shall be used in the absence of total agreement on an adjustment on the term of a Change Order.
- **12.4.3** If the Construction Change Directive provides for an adjustment to the Contract Price, the adjustment shall be based on 12.6.
- 12.4.4 Upon receipt of a Construction Change Directive, the Design Construction Manager shall advise the Owner of the Design Construction Manager's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed

- adjustment in the Contract Price or Construction Schedule. Upon agreement with the Contract Price and/or Construction Schedule, Design Construction Manager shall proceed with the change in the work.
- **12.4.5** A Construction Change Directive signed by the Design Construction Manager indicates the agreement of the Design Construction Manager therewith, including adjustment in Contract Price and Construction Schedule or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

12.5 Minor Changes in the Work

12.5.1 Minor Changes in the Work do not involve an adjustment in the Contract Price and/or Construction Schedule(s) and do not materially and adversely affect the Work, including the design, quality, performance and workmanship required by the Contract Documents. Design Construction Manager may make minor changes in the Work consistent with the intent of the Contract Documents, provided, however that Design Construction Manager will record such changes, where appropriate, on the documents maintained by Design Construction Manager and provided in writing to Owner.

12.6 Contract Price Adjustments

- **12.6.1** The increase or decrease in Contract Price resulting from a change in the Work shall be determined by one or more of the following methods:
 - **12.6.1.1** Unit prices set forth in the Agreement or as subsequently agreed to between the parties;
 - **12.6.1.2** A mutually accepted, lump sum, properly itemized and supported by sufficient substantiating data to permit evaluation by Owner;
 - 12.6.1.3 Cost, fees and any other markups set forth in the Agreement; and
- 12.6.2 If the Owner and Design Construction Manager disagree upon whether Design Construction Manager is entitled to be paid for any services required by Owner, or if there are any other disagreements over the scope of Work or proposed change to the Work, Owner and Design Construction Manager shall resolve the disagreement pursuant to Article 16 hereof. As part of the negotiation process, Design Construction Manager shall furnish Owner with a good faith estimate of the costs to perform the disputed services in accordance with Owner's interpretations. If the parties are unable to agree and Owner expects Design Construction Manager to perform the services in accordance with Owner's interpretations, Design Construction Manager shall proceed to perform the disputed services, conditioned upon Owner issuing written order to Design Construction Manager (i) directing Design Construction Manager to proceed and (ii) specifying Owner's interpretation of the services that are to be performed. If this occurs, Design Construction Manager shall be entitled to submit in its. Applications for Payment an amount equal to its reasonable estimated cost to perform the services, and Owner agrees to pay such amounts, with the express understanding that such payment by Owner does not prejudice Owner's right to argue that it has no responsibility to pay for such services, or to litigate to recover such amounts.

12.7 Emergencies

12.7.1 In any emergency affecting the safety of persons and/or property, Design Construction Manager shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Contract Price and/or Construction Schedule(s) on account of emergency work shall be determined as provided in this Article 12.

ARTICLE 13 PAYMENTS TO THE DESIGN CONSTRUCTION MANAGER

13.1 Monthly Progress Payments

- 13.1.1 On or before the Seventh day of each month, Design Construction Manager shall submit for Owner's review and approval its Application for Payment requesting payment for all Work performed as of the date of the Application for Payment. The Application for Payment shall be accompanied by copies of all necessary supporting documentation, which shall include but not be limited to a sworn statement from Design Construction Manager and sworn statements from any involved subcontractors, suppliers and materialmen, along with partial waivers of lien for any Work for which payment is sought.
 - 13.1.2 The Application for Payment may request payment for equipment and materials not yet incorporated into the Project, provided that (i) Owner is satisfied that the equipment and materials are suitably stored at either the Site or another acceptable location, (ii) the equipment and materials are protected by suitable insurance and (iii) upon payment, Owner will receive the equipment and materials free and clear of all liens and encumbrances.
 - 13.1.3 The Application for Payment shall constitute Design Construction Manager's representation that the Work has been performed consistent with the Contract Documents, has progressed to the point indicated in the Application for Payment, and that title to all Work will pass to Owner free and clear of all claims, liens, encumbrances, and security interests upon the incorporation of the Work into the Project, or upon Design Construction Manager's receipt of payment, whichever occurs earlier.
 - **13.1.4** The Owner shall pay the Design Construction Manager no later than thirty (30) days after receipt of Pay Application.
 - 13.1.5 Ten percent (10%) of the completed value of the Work shall be withheld from each subcontractor's monthly application for payment. Reduction from the 10% withholding may be considered as a subcontractor nears project completion upon mutual acceptance by Owner and Design Construction Manager.

13.2 Dispute of Payments

13.2.1 On or before the date established in Article 13.1.4, Owner shall pay Design Construction Manager all amounts due. The Owner waives the right dispute that the Design Construction Manager is not entitled to all or part of an Application for Payment, unless the Design Construction Manager is notified in writing at least five (5) days prior to the date payment is

due. The notice shall indicate the specific amounts the Owner disputes, the reasons and contractual basis for the disputed, and the specific measures Design Construction Manager must take to rectify Owner's concerns. Design Construction Manager and Owner will attempt to resolve Owner's concerns prior to the date payment is due. If the parties cannot resolve such concerns, Design Construction Manager may pursue its rights under the Contract Documents, including those under Article 15 hereof.

- 13.2.2 Notwithstanding anything to the contrary in the Contract Documents, Owner shall pay Design Construction Manager all undisputed amounts in an Application for Payment within the times required by 13.1.4.
- 13.3 Right to Stop Work and Interest. If Owner fails to pay Design Construction Manager any amount that becomes due, Design Construction Manager, in addition to all other remedies provided in the Contract Documents, may stop Work pursuant to Section 15.9 hereof. All payments due and unpaid, including disputed amounts shall bear interest at the rate set forth in the Agreement.
- **13.4 Interest.** Payments due and unpaid by Owner to Design Construction Manager, whether progress payments or final payment, shall bear interest commencing thirty (30) days after payment is due at the rate of one and one-half percent (1.5%) per month.
- 13.5 Title Free of Liens. The Design Construction Manager warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, shall pass to the Owner upon receipt of such payment by Design Construction Manager free and clear of all liens, claims, security interests or encumbrances hereinafter referred to as Liens. Design Construction Manager, at its own expense, shall indemnify, defend and save harmless Owner against Liens filed on the property of Owner by subcontractors, materialmen or suppliers of Design Construction Manager for amounts due them from Design Construction Manager for Work, the cost of which has been paid by Owner to Design Construction Manager.
- **13.6** Final Payment. For purposes of final payment, the procedure under this Agreement shall be as follows:
 - 13.6.1 The Design Construction Manager shall give written notice to Owner upon Substantial Completion of the Project as defined in paragraph 1.3.9., (AIA standard form AIA-G704 i.e. the "Certificate of Substantial Completion"). The issuance of the Certificate of Occupancy from the authority having jurisdiction shall establish the date of substantial completion. Upon this date, the parties shall state, in writing, the responsibilities of Owner and Design Construction Manager regarding maintenance, heat, utilities, and risk of casualty, and shall list the items of Work (punch list) to be corrected or completed.
 - 13.6.2 When the parties have mutually agreed upon the Certificate of Substantial Completion, Design Construction Manager shall submit to the Owner's Representative for approval of an Application for Payment of the unpaid balance of the Contract Price for the Project, less an amount equal to 150% of the estimated cost of completing all remaining unfinished items of work shown on the punch list. Failure of Owner to pay the amount specified by Owner's Representative shall constitute a breach of this Agreement and Design Construction Manager shall have no further obligations or responsibility to Owner under this Agreement.
 - 13.6.3 Design Construction Manager shall, as soon as possible but in no event later than thirty (30) days,

correct or complete the items of work noted on the punch list without additional expense to Owner. Owner's Representative shall inspect the corrected or completed items of work within five (5) days after notice of correction of completion of each such item of work and if acceptable, shall issue a written notice of acceptance of such items of work to Design Construction Manager.

13.6.4 Following full completion of the Work and final inspection and acceptance of the Work by the Owner's Representative, Design Construction Manager shall submit a final Application for Payment for the entire unpaid balance of the contract price, as noted in the final application, along with its sworn statement, the sworn statements of subcontractors (and suppliers and materialmen), duly executed final waiver of lien and provide all subcontractor (and supplier and materialmen) waivers of lien and releases obtained during the Project, all Owner and Maintenance Manuals, all warranties and warranty information, all asbuilt drawings and any additional necessary closeout documents.

ARTICLE 14 INDEMNITY AND INSURANCE

- 14.1 indemnity. To the fullest extent permissible under Illinois law, the Design Construction Manager shall indemnify, defend and hold the Owner harmless from all claims and suits for damages arising from personal injuries, including death to persons or damage to property and from all expenses for defending such claim or suit, including court costs and reasonable attorney's fees, which result from the actions or omissions of Design Construction Manager or that of its subcontractors. The Owner shall retain the absolute right to its own choice of counsel to defend any such claims.
- **14.2 Design Construction Manager's Insurance.** The Design Construction Manager shall purchase and maintain the following insurance to cover Design Construction Manager's operations under this Agreement whether such operations be by itself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:
 - **14.2.1** Workers' Compensation insurance in full compliance with workers' compensation laws of the State of Illinois, together with employer's liability coverage with minimum limits of liability in the amount of:

\$500,000 each accident Bodily Injury by Accident \$500,000 policy limit Bodily Injury by Disease \$500,000 each employee Bodily Injury by Disease.

14.2.2 Comprehensive automobile liability insurance covering all owned, hired and non-owned vehicles with the following minimum limits of liability:

Combined single limit: \$1,000,000 bodily injury and property damage each accident.

14.2.3 Comprehensive general liability insurance including independent Contractor's coverage with following minimum limits of liability:

Combined single limit: \$1,000,000 each occurrence

\$1,000,000 personal & advertising injury

\$1,000,000 general aggregate \$2,000,000 products/completed operations aggregate \$2,000,000 aggregate

- **14.2.4** The Design Construction Manager shall carry an umbrella policy to apply excess of the general liability, automobile liability and employer's liability coverages listed above at the following limits of liability: \$5,000,000 each occurrence; \$5,000,000 aggregate.
- **14.2.5** The Design Construction Manager's commercial general liability policy shall also include blanket contractual liability coverage.
- 14.2.6 Professional Liability Insurance with respect to design services in the amount of \$5,000,000, which, if written on a "claims made" basis, shall be maintained in full force and effect for four (4) years after the completion of the Work. If at any time during the four (4) year period, Design Construction Manager shall no longer carry such insurance; it shall provide thirty (30) days prior written notice to Owner.
- 14.2.7 Owner shall purchase and maintain at its sole expense, until the Date of Substantial Completion and acceptance thereof, all-risks of direct physical loss builder's risk insurance upon the Work at the site to the full insurable value thereof (including all materials, supplies and equipment intended for specific installation in the Work while in transit, at temporary locations, or delivered to the site but not yet incorporated into the Work). This insurance shall include the interests of Design Construction Manager, Owner, Owner's Representative, subcontractors and subsubcontractors in the Work, except for the equipment used by the Design Construction Manager, subcontractors and sub-subcontractors associated with their Work, and shall insure against the perils normally insured against in an all-risks direct physical loss builder's risk policy including the perils of flood, quake and terrorism, and shall be deemed the primary insurance as to covered risks.

Such builder's risk insurance shall be written on a repair or replacement cost basis. The policy (ies) for such insurance shall be secured and maintained by Owner in the full amount of the Contract Price and adjusted for changes in the Contract price affected by the Change Order(s).

- 14.2.8 Any insured loss shall be adjusted with the Owner and made payable to the Owner as trustee for the insureds, as their interest may appear, subject to the requirements of any applicable mortgage clause and of Owner's construction lender. The Design Construction Manager, subcontractors and sub-subcontractors shall have the right to consult with the Owner in any loss adjustment, subject to the rights of any applicable lenders. Owner shall purchase and maintain, until the Date of Substantial Completion, all-risk builder's risk insurance upon the Work at the site to the full insurable value thereof (including all materials delivered to the site but not yet incorporated into the improvements). If Owner requests, in writing, that insurance for special hazards be included in the property insurance policy, Design Construction Manager shall, if possible, include such insurance and the cost thereof shall be charged to Owner by appropriate Change Order.
- **14.2.9** All insurance required of Design Construction Manager shall be with insurers having a Best Rating of at least A-Class VII or better. Certificates of insurance reasonably acceptable to Owner shall

be filed with Owner prior to commencement of the Work, and shall name Owner as an additional insured. These certificates shall contain a provision that coverage afforded under the policies shall not be canceled until at least thirty (30) days prior written notice has been given to Owner.

ARTICLE 15 STOP WORK AND TERMINATION OF THE AGREEMENT

- **18.1 Owner's Right to Stop Work.** Owner may, without cause and for its convenience, order Design Construction Manager in writing to stop and suspend the Work. Such suspension shall not exceed sixty (60) consecutive days or aggregate more than ninety (90) days during the duration of the Project.
- 15.2 Design Construction Manager is entitled to an adjustment of the Contract Price and/or Construction Schedule(s) if its cost or time to perform the Work has been impacted by any suspension of stoppage of work by Owner unless Owner stops work based on a condition described in Section 15.2.1 below.
- 15.2.1 Owner's Right to Perform and Terminate for Cause. If Design Construction Manager persistently fails to (i) provide a sufficient number of skilled workers, (ii) supply the materials required by the Contract Documents, (iii) comply with applicable Legal Requirements, (iv) timely pay, without cause, Subcontractors, suppliers or materialmen, (v) prosecute the Work with promptness and diligence to ensure that the Work is completed by the Construction Schedule(s), as such times may be adjusted, (vi) comply with laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction, or (vi) perform material obligations under the Contract Documents, then Owner, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the rights set forth in Sections 15.3, 15.4 and 15.5 below.
- 15.3 Upon the occurrence of an event set forth in Section 15.2.1 above, Owner may provide written notice to Design Construction Manager that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of Design Construction Manager's receipt of such notice. If Design Construction Manager fails to cure, or reasonably commence to cure, such problem, then Owner may give a second written notice to Design Construction Manager of its intent to terminate within an additional seven (7) day period. If Design Construction Manager, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Owner may declare the Agreement terminated for default by providing written notice to Design Construction Manager of such declaration.
- 15.4 Upon declaring the Agreement terminated pursuant to Section 15.3 above, Owner may enter upon the premises and take possession, for the purpose of completing the Work, of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work, all of which Design Construction Manager hereby transfers, assigns and set over to Owner for such purpose, and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items. In the event of such termination, Design Construction Manager shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. At such time, if the unpaid balance of the Contract Price exceeds the cost and expense incurred by Owner in completing the Work, such excess shall be paid by Owner to Design Construction Manager. Notwithstanding the preceding sentence, if Owner's cost and expense of completing the Work exceeds

the unpaid balance of the Contract Price, then Design Construction Manager shall be obligated to pay the difference to Owner. Such costs and expense shall include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys' fees and expense, incurred by Owner in connection with the re-procurement and defense of claims ansing from Design Construction Manager's default, subject to the waiver of consequential damages set forth in Section 16.6 hereof.

- 15.5 If Owner improperly terminates the Agreement for Cause, the termination for cause will be converted to a termination for convenience in accordance with the provisions of Article 15 of the Agreement.
- **15.6 Termination for Convenience.** Upon ten (10) days' written notice to Design Construction Manager, Owner may, for its convenience and without cause, elect to terminate this Agreement. In such event, Owner shall pay Design Construction Manager for the following (with credits for all amounts previously paid):
 - 15.6.1 All Work executed and for proven loss, cost or expense in connection with the Work;
 - **15.6.2** The reasonable costs and expenses attributable to such termination, including demobilization costs and amount due in settlement of terminated contracts with Subcontractors.
- 15.7 In addition to the amounts set forth in Section 15.6 above, Design Construction Manager shall be entitled to receive one of the following as applicable:
 - **15.7.1** If Owner terminates this Agreement prior to commencement of construction, Design Construction Manager shall be paid zero percent (0%) of the remaining balance of the Contract Price.
 - If Owner terminates this Agreement after commencement of construction Design Construction Manager shall be paid zero percent (0%) of the remaining balance of the Contract Price.
- **15.8 Design Construction Manager's Right to Stop Work.** Design Construction Manager may, in addition to any other rights afforded under the Contract Documents or at law, stop work for the following reasons:
 - 15.8.1 Owners failure to provide financial assurances as required under Section 3.7 hereof: or
 - **15.8.2** Owner's failure to pay amounts due under Design Construction Manager's Application for Payment.
- 15.9 Should any of the events set forth in Section 15.8 above occur, Design Construction Manager has the right to provide Owner with written notice that Design Construction Manager shall stop work unless said event is cured within seven (7) days from Owner's receipt of Design Construction Manager's notice. If Owner does not cure the problem within such seven (7) day period, Design Construction Manager may stop work. In such case, Design Construction Manager shall be entitled to make a claim for adjustment to the Contract Price and Construction Schedule(s) to the extent it has been adversely impacted by such stoppage.
- 15.10 Design Construction Manager's Right to Terminate for Cause. Design Construction Manager, in addition to any other rights and remedies provided in the Contract Documents or by law, may terminate the Agreement for cause for the following reasons:

- 15.10.1 The Work has been stopped for sixty (60) consecutive days, or more than ninety (90) days during the duration of the Project, because of court order, any government authority having jurisdiction over the Work, or orders by Owner under Section 15.1 hereof, provided that such stoppages are not due to the acts or omissions of Design Construction Manager or anyone for whose acts Design Construction Manager may be responsible.
- **15.10.2** Owner's failure to cure the problems set forth in Sections 15.9 above after Design Construction Manager has stopped the Work.
- 15.11 Upon the occurrence of an event set forth in Section 15.10 above, Design Construction Manager may provide written notice to Owner that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of Owner's receipt of such notice. If Owner fails to cure, or reasonably commence to cure, such problem, then Design Construction Manager may give a second written notice to Owner of its intent to terminate within an additional seven (7) day period. If Owner, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Design Construction Manager may declare the Agreement terminated for default by providing written notice to Owner of such declaration. In such case, Design Construction Manager shall be entitled to recover in the same manner as if Owner had terminated the Agreement for its convenience under Article 15 of the Agreement.
- **15.12 Bankruptcy of Owner or Design Construction Manager.** If either Owner or Design Construction Manager institutes or has instituted against it a case under the United States Bankruptcy Code (such party being referred to as the "Bankrupt Party"), such event may impair or frustrate the Bankrupt Party's ability to perform its obligations under the Contract Documents. Accordingly, should such event occur:
 - 15.12.1 The Bankrupt Party, its trustee or other successor, shall furnish, upon request of the non-Bankrupt Party, adequate assurance of the ability of the Bankrupt Party to perform all future material obligations under the Contract Documents, which assurances shall be provided within ten (10) days after receiving notice of the request; and
 - 15.12.2 The Bankrupt Party shall file an appropriate action within the bankruptcy court to seek assumption or rejection of the Agreement within sixty (60) days of the institution of the bankruptcy filing and shall diligently prosecute such action

If the Bankrupt Party fails to comply with its foregoing obligations, the non-Bankrupt Party shall be entitled to request the bankruptcy court to reject the Agreement, declare the Agreement terminated and pursue any other recourse available to the non-Bankrupt Party under this Article 15.

15.13 The rights and remedies under Section 15.13 above shall not be deemed to limit the ability of the non-Bankrupt Party to seek any other rights and remedies provided by the Contract Documents or by law, including its ability to seek relief from any automatic stays under the United States Bankruptcy Code or the right of Design Construction Manager to stop Work under any applicable provision of this Contract.

ARTICLE 16 DISPUTE RESOLUTION

16.1 If either Design Construction Manager or Owner believes that it is entitled to relief against the other for

any event arising out of or related to the Work or Project, such party shall provide written notice to the other party of the basis for its claim for relief. Such notice shall, if possible, be made prior to incurring any cost or expense and in accordance with any specific notice requirements contained in applicable sections of this Contract. In the absence of any specific notice requirement, written notice shall be given within a reasonable time, not to exceed twenty-one (21) days, after the occurrence giving rise to the claim for relief or after the claiming party reasonably should have recognized the event or condition giving rise to the request, whichever is later. Such notice shall include sufficient information to advise the other party of the circumstances giving rise to the claim for relief, the specific contractual adjustment or relief requested and the basis of such request. Failure to provide such written notice within 21 days shall not operate as a waiver of either parties' rights and remedies under this Agreement.

- 16.2 Dispute Avoidance and Resolution. The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Design Construction Manager and Owner each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work.
- 16.3 Design Construction Manager and Owner shall first attempt to resolve disputes or disagreements at the field level through discussions between Design Construction Manager's Representative and Owner's Representative.
- 16.4 If after meeting the Representatives determine that the dispute or disagreement cannot be resolved on terms satisfactory to both parties, the parties shall submit the dispute or disagreement to non-binding mediation. The mediation shall be conducted by a mutually agreeable impartial mediator, or if the parties cannot so agree, a mediator designated by the American Arbitration Association ("AAA") pursuant to its Construction Industry Mediation Rules. The mediation shall be governed by and conducted pursuant to a mediation agreement negotiated by the parties or, if the parties cannot so agree, by procedures established by the mediator.
- **16.4.1** If the parties are unable to resolve a dispute pursuant to this Section 16, the method of binding dispute resolution shall be litigation in the Circuit Court of DuPage County.
- **16.5 Consequential Damages.** Notwithstanding anything herein to the contrary, neither Design Construction Manager nor Owner shall be liable to the other for any consequential losses or damages, whether arising in contract, warranty, tort (including negligence), strict liability or otherwise, including but not limited to losses of use, profits, business, reputation or financing.

ARTICLE 17 PROTECTION OF PERSONS AND PROPERTY

- **17.1 Safety Precautions and Programs.** The Design Construction Manager shall be responsible for initiating, maintaining and supervising all safety precautions and programs regarding the performance of the Contract, including OSHA and other applicable laws.
- **17.2 Safety of Persons and Property.** The Design Construction Manager shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

- 17.2.1 Employees on the Work and other persons who may be affected thereby;
- **17.2.2** The Work and material and equipment to be incorporated therein, whether in storage on or off the site, under care, custody and control of the Design Construction Manager or the Design Construction Manager's subcontractors or sub-subcontractors.
- 17.3 The Design Construction Manager shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on the safety of persons or property or their protection from damage, injury or loss.
- 17.4 The Design Construction Manager 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 uses of adjacent sites and utilities.
- 17.5 When use or storage of hazard materials or equipment or unusual methods are necessary for execution of the Work, the Design Construction Manager shall exercise the reasonable utmost care and carry on such activities under supervision of properly qualified personnel.
- 17.6 The Design Construction Manager shall promptly remedy (or use its best efforts to remedy) damage and loss to property caused in whole or in part by the Design Construction Manager, a subcontractor, a subsubcontractor or anyone directly or indirectly employed by any them, or by anyone for whose acts they may be liable and for which Design Construction Manager is responsible, except damage or loss attributable to acts or omissions of the Owner or anyone directly or indirectly employed by it, or by anyone for whose acts they Owner may be liable, and not attributable to the fault or negligence of the Design Construction Manager.

ARTICLE 18 MISCELLANEOUS

- **18.1 Successors and Assigns.** This Agreement shall be binding on the successors, permitted assigns, and legal representatives of the Owner or Design Construction Manager. Neither party shall assign, sublet or transfer an interest in the Agreement without the written consent of the other.
- **18.2 Governing Law.** This Agreement shall be governed by the law of the State of Illinois and any applicable federal laws.
- 18.3 Ownership of Documents. The drawings, Specifications and other documents prepared by the Design Construction Manager for this project are instruments of the Design Construction Manager's service for use solely with respect to this Project and, unless otherwise provided, the Design Construction Manager shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. The Owner shall be permitted to retain copies, including reproducible copies, of the Design Construction Manager's Drawings, Specifications and other documents for information and reference in connection with the Owner's use and occupancy of the Project. The Design Construction Manager's Drawings, Specifications or other documents shall not be used by the Owner or others on other project, for additions to this Project or for completion of this Project by others, unless the Design Construction Manager is adjudged to be in default under this Agreement, except by

agreement in writing and with appropriate compensation to the Design Construction Manager.

- 18.4 Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the project is not to be construed as publication in derogation of the Design Construction Manager's reserved rights.
- **18.5** Representations and Warranties. Design Construction Manager represents and warrants the following to the Owner which representations and warranties shall survive the execution and delivery of this Agreement, any termination of this Agreement and the final completion of the Work:
 - (i) That it is able to furnish the labor required to manage the Work and perform its obligations hereunder and has sufficient experience and competence to do so;
 - (ii) That it is authorized to do business in the State of Illinois and properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over him and over the Work and the Project;
 - (iii) That its execution of this Agreement and its performance thereof is within its duly authorized powers;
- **18.6 Discipline of Employees.** Design Construction Manager shall, at all times, enforce strict discipline and good order among its employees, and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him.
- 18.7 Claims for Damages. Should either party to this Contract suffer injury or damage to persons or property because of any act or omission of the other party or of any of its employees, agents or others for whose acts it is legally liable, claim shall be made, in writing, to such other party within a reasonable time after the first observance of such injury or damage.
- **18.8 Written Notice.** All notices, demands and communications required or which either party desires to give or make hereunder shall be in writing signed by or on behalf of the party giving or making the same, and may be served personally, by United States registered or certified mail, return receipt requested, or by a national courier service guaranteeing overnight delivery:

I. To Design Construction Manager:

Wight Construction Services, Inc. Attn: Jim Nagel

2500 N. Frontage Road Darien, IL 60561

II. To Owner:

Village of Hinsdale Attn: Village Manager 19 E Chicago Avenue Hinsdale, IL 60521

Mailed notices shall be deemed to have been given on the third business day after the date of mailing or

upon receipt by either party if personally delivered and a written receipt signed therefore, or one (1) business day following deposit for overnight delivery with a national courier service guaranteeing overnight delivery. Any party hereto may change its address for the service as aforesaid by giving written notice to the other of such change of address in accordance with the provision of this subparagraph.

- **18.9Access to Work.** Owner and its representative shall at all times have access to the Work whenever it is in preparation or progress; provided, however, that such access shall not interfere with the prosecution of the Work by Design Construction Manager, or its subcontractors or sub-subcontractors or jeopardize their safety. Design Construction Manager shall permit and facilitate such access to the Work by Owner, its agents, and public authorities concerned with such work.
- **18.10 Non Discrimination.** The Construction Manages shall fully comply with all applicable federal and state laws of nondiscrimination and equal opportunity laws, orders and regulations. The Construction Manager will not engage in discrimination or harassment against any person, including employees and subcontractors, because of race, sex, color, religion, national origin, ancestry, age, mental status, sexual orientation including gender identity, unfavorable discharge from the military or status as a protected veteran.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed and delivered the day and the date first above written.

OWNER:	: Village of Hinsdale	
Ву: _		
Its: _	·	
Date: _	Market	Web Miles
DESIGN (CONSTRUCTION MANAGER:	Wight Construction Services, Inc.
Ву:		
its:	Group President, Construction	on
Date:		,

FYHIRIT "A"

Project Scope Document Based on Design Documents dated TBD.

FYHIRIT "R"

Final GMP Schedule and Cost dated TBD



REQUEST FOR BOARD ACTION Community Development

AGENDA SECTION:

Second Reading – ZPS

244 E. First Street - Withdrawal of Local Landmark Designation in the

SUBJECT:

Robbins Park Historic District

Case HPC-10-2017 – R-1 Single Family Residential District

MEETING DATE:

March 6, 2018

FROM:

Chan Yu, Village Planner

Recommended Motion

Approve an Ordinance Approving Withdrawal of a Historic Landmark Designation for 244 East First Street.

Background

The Village of Hinsdale has received a request from the homeowners, Warren and Nancy Furey, to have the local landmark designation withdrawn from the property at 244 E. First Street, in the Robbins Park Historic District. Per the applicant, they are experiencing difficulty with selling their home, which is a great concern due to health issues within the family. Section 14-1-4 defines the conditions for withdrawal of a landmark designation and this request is based on a stated financial hardship.

Per the withdrawal request letter, dated October 3, 2017, the homeowners are depending on the sale of the home for recent medical issues and financial retirement security. The letter states, two potential buyers of the home have indicated to the applicant that they have no interest in purchasing the house at any price with the current landmark designation. A letter from their listing agent, Carrie Kenna, Berkshire Hathaway, dated October 24, 2017, is included, supporting that the marketing period will be longer and this impacts the value of the home due to the landmark designation.

On October 1, 2002, the Village approved an Ordinance, to landmark the home at 244 E. First Street. The subject property is located on a corner lot in the Robbins Park Historic District, in the R-1 Single Family Residential District and borders the same to the north, east, south and west. The home is a two-story, 4,830 square foot, wood frame structure constructed in the Victorian Renaissance Revival style in 1893.

According to the Findings and Recommendations by the Historic Preservation Commission (HPC) in 2002, the home has significant features and historical facts that should be protected and preserved. For example, it is a rare example of work by the prestigious architectural firm of Shepley, Rutan and Coolidge, of Boston, known for its commercial and institutional buildings, including the Art Institute of Chicago in 1897 and Chicago Public Library in 1893.



The Board of Trustees (BOT) minutes, on April 8, 2014, reflected a desire by the Trustees to revise the code while considering a withdrawal request at 319 N. Washington Street. On November 4, 2014, the Board of Trustees amended Section 14-1-4 to add subsection E, which is the condition to withdraw a landmark based on financial hardship, though hardship was not defined.

After the HPC meeting on December 13, 2017, it was brought to the attention of staff by a Trustee that the wrong standard was being considered. The standard that was revised and approved by the BOT, at the meeting on November 4, 2014, reads: "The owner of the structure, building or site demonstrates that the landmark designation creates significant and continuing financial hardship."

The Ordinance amending Section 14-1-4, was approved unanimously, to allow an applicant the opportunity to apply for a withdrawal of the designation citing a significant and continuing financial hardship.

Discussion & Recommendation

On December 13, 2017, the HPC reviewed and unanimously recommended to deny the request, 4-0, 1 absent and 1 abstention. The HPC found that, (1), the home was not marketed to the fullest extent to sell it and (2), the applicant did not show/submit any financial or empirical evidence of the hardship they are presenting. The Findings and Recommendations with a revision (to paragraph 5) was approved at the February 7, 2018, HPC meeting.

Village Board and/or Committee Action

At the February 15, 2018, Board of Trustees meeting, the applicant presented the request to the Village Board. The Village Board and the applicant are working together on the ordinance. The Village Board moved the item forward for Second Reading for further discussion.

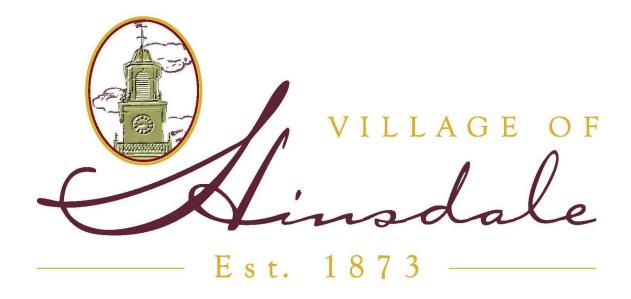
Documents

The following related materials were provided for the Board of Trustees of this item on February 15, 2018, and can be found on the Village website at: http://www.villageofhinsdale.org/document_center/VillageBoard/2018/02%20FEB/VBOT%20 Packet%202%2015%2018%20revised.pdf

Withdrawal Request Letter and Exhibits

Zoning Map and Project Location, Birds Eye View Map and Street View
Historic Illustration of home submittal by HPC Commissioner Williams (dated 12.20.17)
Ordinance approving Landmark Request for 244 E. First Street (dated 10.01.02)
Findings and Recommendations for Landmark Designation (dated 10.22.02)
Board of Trustees Meeting Minutes relating to Ordinance approving amendment to Section 14-4-1 (dated April 8, 2014, and November 4, 2014, respectively)
HPC December 13, 2017, Public Hearing Transcript

Ordinance to be provided for the March 6, 2018, Village Board meeting.



Village of Hinsdale Integrated Pest Management Report 2017

Prepared By

John Finnell
Superintendent of Parks and Forestry
Pest Management Coordinator

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Introduction

Integrated Pest Management (IPM) is the management of insects, disease, weeds and other pests through environmentally sensitive practices. The Village of Hinsdale adopted an IPM policy on November 21, 1995, which requires an annual report from the Pest Management Coordinator. Listed in this report are practices used by the Village in order to maintain quality flora while limiting adverse effects on people and the environment. The Village has developed a diverse program in order to manage a large scope of pests. This report contains IPM information regarding turf maintenance, sustainable landscaping, prairie maintenance, tree preservation and mosquito abatement.

Definitions

"Integrated Pest Management" or IPM means an effective and environmentally sensitive approach to pest management that relies on a combination of common-sense practices.

"Ecosystem" means a community of living organisms (plants, animals and microbes) in conjunction with the nonliving components of their environment (such as air, water and mineral soil), interacting as a system.

"Sustainable Plants" means perennial (returning every season) plants that can withstand adverse environmental conditions (i.e., drought and salt tolerance).

"Chemical Pesticides" means any chemical or mixture of chemicals (Including both active and inert ingredients) principally intended to prevent, destroy, repel, or control pests. This includes (without limitation) chemicals directed against vertebrates, insecticides directed against insects, herbicides directed against plants, fungicides directed against fungi, antibiotics or bactericides directed against bacteria. This term does not include materials or substances that may prevent, destroy, repel, or control pests as a subsidiary effect or consequence.

"Herbicide" means a substance that is toxic to plants and is used to destroy unwanted vegetation.

"Pest" means any vertebrate or invertebrate animal, plant, organism, bacterium, virus or other biological agent that can cause disease or damage to vegetation, humans, animals, or property, or any plant meeting the definition of a "weed" as set forth in the Illinois Pesticides Act.

"Pesticide" means any substance or mixture of substances intended for preventing, destroying, repelling, or mitigating any pest or any substance or mixture of substances intended for use as a plant regulator, defoliant or desiccant. Herbicide, insecticide, and fungicide are all considered pesticides.

"Weed" means any plant growing in a place where it is not wanted.

1 – Overview

The Village continues to follow the guidelines demonstrated in the 1995 IPM Policy. The ultimate goal of the policy is to ensure Village property is managed in a manner that best protects and promotes public health, safety and welfare. The IPM policy and procedure provides a framework for reducing pesticide use and promoting best management practices.

2 - Turf Maintenance

The Village's IPM Policy examines methods to enhance the quality of turf before utilizing chemical herbicides. Methods to improve turf conditions include aeration, seeding, watering, fertilization, soil amending and weed control. A combination of these methods provides a diverse and effective turf management program. In 2017, the following measures were taken to maintain or improve turf conditions:

Table 2A – Activity Measures						
Measure	2017 (Target)	2017 (Actual)				
Aeration	100 acres	0 acres				
Over Seeding	25 acres	0 acres				
Fertilization	150 acres	0 acres				
Irrigation	As needed	As needed				
Soil Amending (top dress)	25 acres	0 acres				
Organic Herbicide	As needed	0 acres				
Chemical Herbicide	As needed	0 acres				

Table 2A - Activity Measures

Fertilizer and chemical herbicide were not used on turf areas in 2017. Fertilizer and herbicide applications are best conducted locally in September, which is the time of season when these products are most effective. There was limited precipitation from mid-August through September. Many turf areas remained dormant resulting in applications being suspended.

2.1 – Chemical Herbicide Alternatives

Efforts to reduce chemical pesticides have been well received by the community. Although the Village takes numerous precautions before applying chemical pesticides, residents continue to express concern about herbicide use on Village green spaces. Chemical herbicide alternatives like corn gluten meal (CGM) have been tested on Village grounds. CGM is a byproduct of corn processing. CGM is effective as a pre-emergent weed control (inhibits seeds from germinating), but the product shows little promise on established weeds. CGM is 14.5 times more costly than conventional herbicide. If the Village applied CGM to its 140 acres of green space it would cost over \$120,000, far more expensive than conventional herbicide, Tri-Power Selective.

Method	Price Per Acre	Village Green Space	Total Cost
Conventional Herbicide (Tri-Power)	\$60.00	140 acres	\$8,400
Organic Herbicide (corn gluten meal)	\$870.00	140 acres	\$121,800

When necessary, the Village applies Tri-Power to control weeds in turf grass. Unlike CGM, Tri-Power chemical herbicide is a post-emergent weed control (applied on established weeds). Tri-Power chemical herbicide is very effective at eliminating turf grass weeds. After weeds have been eliminated from turf grass, regular maintenance is necessary to prevent their return (over seeding, fertilizing, watering and aerating). Chemical herbicide displays the best results when applied in late summer or early autumn. The following precautions are taken when chemical herbicide is applied:

- Area closed signage containing pertinent information in regards to the chemical treatment.
- Notification to area schools, newspaper, Village website, and Channel 6.
- Areas that were treated should be over seeded 30 days after chemical application to ensure grass replaces eliminated weeds.

3 - Tree Preservation

The Village of Hinsdale is continually updating its Forestry Program. The goal is to establish and maintain a safe, healthy, energy efficient and aesthetically attractive community forest, using cost effective and professional management techniques.

The Village has an estimated 14,080 trees on public property. This includes parkways, parks, street islands, alleys, and public easements. The Forestry Program's objective is to manage healthy, suitable and vigorous trees on parkways and Village properties, as well as to provide current information and expertise to homeowners regarding both public and private property trees. The Forestry Program consists of a Superintendent of Parks and Forestry and Public Services staff, which currently includes three certified arborists, involved with tree planting, tree pruning, tree preservation, tree and stump removal, and insect and disease management.

3.1 - Emerald Ash Borer (EAB)

The Village has been managing the threat of EAB in several ways:

- Education and extension
- Incorporating management of the pest into the Forestry Program
- Continued communication with other municipalities to examine their response to EAB in order to develop management strategies for Hinsdale.

Of the total public tree population, there are approximately 718 trees in the ash group (green, white, and European Ash) that are susceptible hosts to EAB, roughly 5.1% of the population. There are equally as many ash trees on private property. Very few areas within the Village do not have ash trees in the parkways. The impact of tree loss caused by EAB is being experienced by all residents.

In 2017, the Village treated 288 ash trees with insecticides by soil injection through the Village's Ash Preservation Program. The Village has removed 78 ash trees due to EAB infestation this year and 1,457 since February 2011, when the pest was discovered.

3.2 - Dutch Elm Disease (DED)

Hinsdale has been managing DED since 1955 with a variety of programs. Thanks to public support, the Village continues to manage an estimated 1,299 public American elm trees. In 2017, the Village lost 22 public American elm trees, 11 to DED and 11 to other causes. Of the 11 elms lost to DED, 9 had been on a treatment cycle and 2 had not been treated. In

addition, 53 private American elm trees were removed due to Dutch elm disease. As part of the Elm Preservation Program, 402 American elm trees were treated with fungicide (Arbortect) in 2017. The loss of elm trees treated on this three-year cycle has been minimal.

3.3 - Tree Planting

The number of trees planted in the Village increased in 2017. The increase is to reforest the Village due to ash tree loss. A total of 280 trees were planted; 272 trees were planted through the Village's planting programs and 8 trees were planted by residents through the Village's reimbursement program.

3.4 - Tree Pruning

The purpose of tree pruning is to improve tree structure, enhance vigor, and maintain safe conditions for all motorists and pedestrians as they move through the street corridor. Pruning is also a preventative measure against pests like insects and disease. The benefits from establishing a Tree Pruning Program on a regular cycle include:

- The enhancement of tree condition and shape, and preservation of value
- A reduction in service request calls
- A reduction in number or severity of storm related damages
- A reduction in power line clearance related interference
- A reduction in the number of trees which undergo drastic changes in their appearance from pruning
- A reduction in pruning cost due to less work required on each tree and less wood waste generated

Hinsdale's pruning activities can be split into three different classifications, cyclical, request, and utility pruning. The Forestry Program administers the first two: cyclical pruning and request pruning. Cyclical pruning consists of scheduling all parkway trees within a specific area of the Village for pruning, generally during the winter months. Request pruning activities occur all year long, subject to needs such as storm damage or clearance problems. The third type, utility pruning, is administered and performed by the utility companies for adequate clearance from overhead utility wires on a timetable established by the utility.

- In 2017, 1199 trees were pruned in the cyclical program. The section of the Village that
 was pruned in this cycle is encompassed by the area from South Garfield Street on the
 West, Columbia Avenue on the East, Chicago Avenue on the North and 55th Street on
 the South.
- As part of the request pruning program, Village crews pruned 273 trees throughout the Village in 2017. In addition, Village crews responded to numerous requests to repair and remove broken and hanging branches due to wind, ice, snow and other events.

Table 3A - Tree Removal History (Public Trees)

Year	DED	EAB	Other	Activity	Total
2017	11	78	248		337
2016	24	282	188		494
2015	37	338	146		521
2014	22	286	80		388
2013	22	270	121		413
2012	27	42	146	Annual ash injections	215
2011	12	13	102	EAB confirmed	127
2010	13		93		106
2009	60		80		140
2008	56		140		196
2007	97		79	Cyclical elm inoculations	176
2006	175		167		342
2005	110		299		409

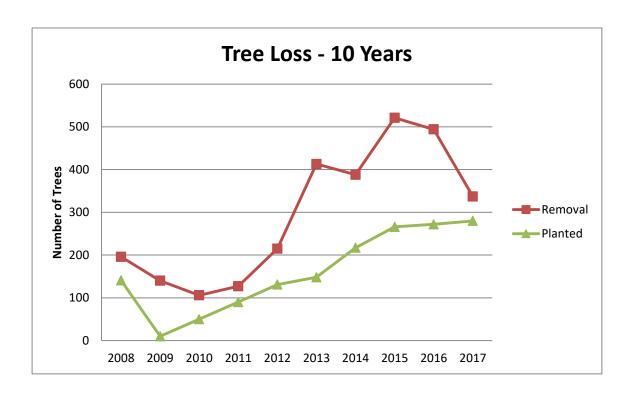
Table 3B - Public Elm and Ash Injections

Year	Elm Injections	Ash Injections
2017	402	288
2016	409	346
2015	331	388
2014	420	477
2013	425	449
2012	326	420
2011	429	0
2010	225	0
2009	436	0
2008	466	0
2007	515	0
2006	21	0

Table 3C - Tree Planting

Year	Trees Planted
2017	280
2016	272
2015	266
2014	217
2013	148
2012	131
2011	90
2010	50
2009	10
2008	141

of Trees 212
212
Z 1 Z
48
8
9
2
1
0
280



4 - Sustainable Landscaping

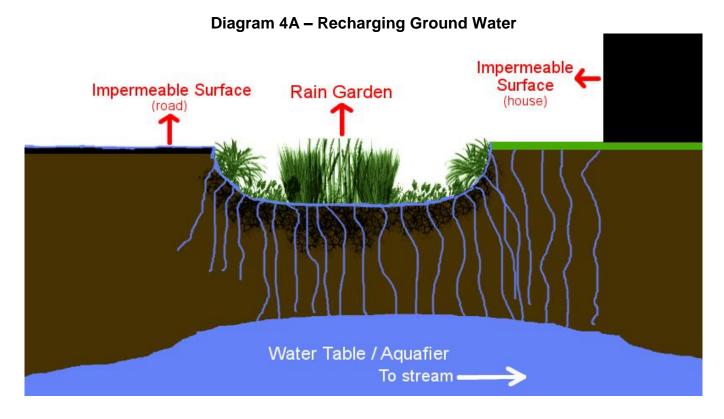
The Village has embarked on various sustainable landscaping projects. Sustainable plants provide an appealing landscape and less maintenance than tender annual plants. The Village's sustainable plantings include: The Woodlands Rain Gardens, the Burlington Park Wall, and various planting beds in the Central Business District. Rain gardens have been installed as part of the Woodlands Green Infrastructure Project. Rain gardens offer a multitude of benefits, which are outlined below.

4.1 - Woodlands Rain Gardens

Rain gardens have been installed in the Woodlands neighborhood in conjunction with phase I, II, & III construction. Rain gardens are known as the best management practice for storm water. While the Woodland Rain Gardens and underground storage have managed runoff, there have been several resident requests to improve the above ground planting bed appearance. In order to manage dandelion and other weed species, it is recommended to continue to use a pre-emergent herbicide with the active ingredient Oryzalin. This herbicide inhibits the germination of weed seeds. The herbicide should be used sparingly and only when existing weeds become unmanageable. In conjunction with the herbicide application, hand weeding is also scheduled in order to manage the rain gardens. The application of this pre-emergent is intended as a tool to control weeds when determined necessary by the pest management coordinator. Potential exposure will remain limited as signage and notifications will be provided to residents. Rain gardens are considered a best management practice because they recharge ground water, filter pollutants, reduce mosquitoes, and provide a habitat for wildlife.

Recharges Groundwater

In traditional storm water systems, runoff is collected in catch basins under Village streets and is slowly diverted through a series of underground structures, eventually dispersing into local bodies of water including creeks, streams, rivers and lakes. Hinsdale's runoff is sent to Salt Creek, Flagg Creek, the Des Plaines River and eventually the Mississippi River. Instead of sending storm water away through underground infrastructure, rain gardens offer an alternative solution that helps contain water locally. Storm runoff is diverted into the gardens where water is utilized by plants and the excess slowly percolates down to the water table (aquifers).

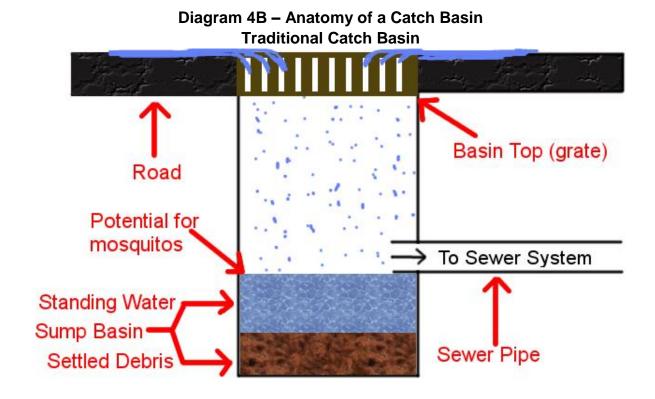


Filters Pollution

Roof tops, roads, bridges and parking lots are impermeable surfaces that rain water moves across, collecting pollutants in the process. Pollutants include dirt, dust, rubber and metal deposits, antifreeze, engine oil, pesticides, fertilizers, discarded cups, plastic bags, cigarette butts, pet waste, and other litter. As mentioned above, storm runoff is generally sent to local bodies of water, pollutants included. The ecosystem incorporated in the rain gardens assists in filtering out pollutants, especially petroleum based chemicals. Plants and microorganisms help filter these pollutants onsite before they are sent down stream.

Reduces Mosquitoes

Rain gardens replace a traditional catch basin, thus reducing the need for chemical treatment. A mosquito needs 72 hours to complete metamorphosis in standing water. Traditional storm water systems contain catch basins where water is "captured" and eventually dispersed. A catch basin is designed to have a sump basin below the outgoing sewer plumbing. The sump basin functions as a collection area to keep debris out of the outgoing plumbing, thus preventing blockages. However, the bottom of a catch basin often houses standing water, creating a site for mosquitoes to lay eggs. These catch basins are treated through the Village's mosquito abatement program. A well designed and maintained rain garden will completely drain before mosquito eggs have time to develop into adult mosquitoes.



Wildlife Habitat



Rain Garden Located in the Woodlands

The palette for the Woodlands rain gardens includes various native plant species. Native plants provide food and shelter to beneficial insects and small animals, creating a balanced ecosystem. Native plants, insects and animals evolved together and have a symbiotic relationship (i.e., Monarch Butterflies lay eggs on Milkweed plants. Monarch larvae feed on the plant while adults pollinate, which produces seed). There are many additional examples in which plants, insects and animals interact and create a harmonious relationship. Development has disturbed natural areas leaving many native plants, insects and animals in danger of extinction. Rain gardens will

not completely reverse the adverse effects of suburban development; however they do assist in creating a sustainable direction for future developments and help retain the current ecosystem.

Woodland Rain Garden Revitalization Program

Residents of Woodlands have provided feedback that is being incorporated into a new program to provide needed maintenance to the hardscape and plant materials in selected rain gardens. This pilot program identifies two to four rain gardens that will undergo restoration of the hardscape, rejuvenation of existing plants and installation of new plants. In 2017, two rain gardens underwent restoration. Staff is working with residents to develop plants to restore three rain gardens in 2018.

Rain Garden Improvements





Before After

4.2 - Central Business District Sustainable Plantings

The Village continues to make landscape improvements in the central business district. In the spring of 2014, sustainable plants were installed in the Burlington Park living wall. The primary function of the wall is to retain the grade between Burlington Drive (cab stand) and

Burlington Park. The wall also offers seating for park patrons attending such events as Uniquely Thursdays or the Fine Arts Festival. Runoff from Burlington Drive also flows into the wall's planting bed through cut outs in the curb. The plant material and microorganisms in the soil offer the same benefits as the Woodlands rain gardens by recharging ground water, filtering pollution, reducing mosquitoes and providing a wildlife habitat. Plant material continues to establish in the wall. In addition to the Burlington Wall, staff is exploring other areas where sustainable plants can be utilized. Throughout the central business district there are sites where sustainable planting improvements can be made. These sites



Burlington Wall Planting Bed

include the Village Parking Lot, Memorial Hall Grounds, and Brush Hill Station.

5 - Prairie Maintenance

Parks maintenance staff performed prescribed prairie burns at two sites. These locations are the Charleston Road Aquatic Garden and the Hinsdale Prairie. The Charleston Road Aquatic Garden is a 1.5 acre site located in the center of Charleston Road, off County Line Road (across from Katherine Legge Memorial Park). The Hinsdale Prairie is a 3 acre parcel located on the West side of Jackson Street between 7th and 8th Streets.

Prescribed burns are an effective form of weed control and also help to invigorate native plants. Prescribed burns can be conducted in the early spring before plant growth initiates, or in late fall/early winter after a hard frost occurs. Public Services performed the prescribed burns on March 23, 2017. A summary of the burns is outlined below:

Duration-

Length of time the prescribed burn lasted.

• Fire intensity-

The estimated surface heat generated by the burn, rated on a 1-10 scale; 10 being very intense. The heat generated by the fire is a determining factor on how well it destroys non-native plant root systems.

· Percent blackened-

A measure of how many acres were actually burned. Some areas do not burn for a variety of reasons; including moisture levels or lack of old plant material as fuel.

	Duration	Fire Percen	
		Intensity	Blackened
Charleston Road	1.5 hours	6	85%
Hinsdale Prairie	3 hours	5	75%

Prescribed burns have been scheduled for the middle of March in 2018. Notification of the burn will be made via newspaper and letters to residents in close proximity.





Charleston Road

Hinsdale Prairie

6 - Mosquito Abatement

The Village's mosquito management program is completed by Clarke Mosquito Management, Inc. for the areas in DuPage County, and Des Plaines Valley Mosquito Abatement District for the areas in Cook County. Mosquito abatement services include surveillance monitoring, larva and adult control (as needed). The services began in May and continued through September. Cases of West Nile Virus decreased in 2017, none were located in Hinsdale. A total of 89 human cases occurred in Illinois. There were 52 reported cases in Cook County and 6 in DuPage County.

Clarke Mosquito Management is treating Village catch basins with larvicides that contain naturally derived active ingredients. The product is named Natular and contains Spinosad, a product derived from a naturally occurring soil bacterium. Spinosad alters the function of insect receptors. Natular is the first larvacide evaluated as a Reduced Risk product by the EPA. Clarke utilized Natular in catch basin treatments during the 2017 season.

7 - Annual Pest Management Review Meeting

The November 1995 policy requires an annual review meeting to be held at a public meeting before the end of February. The Annual Integrated Pest Management Review meeting shall specifically consider the issue of chemical pesticide use on Village property, alternative means for the management of pests on Village property and any recommendations of the Pest Management coordinator, concerning pest management on Village property. The tentative date for this meeting will be Tuesday, March 6, 2018. The March 6th date was selected this year to provide the public with adequate notification of the meeting. Any technical or scientific questions regarding the compliance report must be submitted in writing, no less than seven days before the IPM Review Meeting. It is appropriate that the Village Board of Trustees make a motion to approve the report. Proper notice will be given in local media.

8 - 2018 Pest Management Schedule

March 6, 2018

a. IPM Annual Review Meeting

March 12, 2018

a. Over seed depleted athletic turf areas.

March 20, 2018

a. Conduct prairie burns on Hinsdale Prairie and Charleston Rd (weather permitting)

April 2, 2018

a. Ash tree soil injections

Type: Xytect (EPA Reg 42750-117-74779)

Rate: 1.6 oz per 24-48" diameter

April 16, 2018

- a. Contractual maintenance on Woodlands rain gardens
 - a. Pre-Emergent Herbicide

Type: Surflan Pro Pre-Emergent Herbicide (62719-113-829)

Rate: 1.5oz per 1000ft²

June 4, 2018

a. Elm tree inoculation program

Type: Arbortech (EPA Reg 100-892) Rate: 12 fl oz per 5 inches of diameter

b. Ash tree injections

Type: Tree-äge (EPA Reg 100-1309-74578) Rate: 10-15 ml of product per inch of diameter

c. Mosquito abatement program

Type: VectoBac (EPA Reg 2724-375)

Rate: 0.25-2qts/acre

Type: Altosid (EPA Reg 1021-1688-8329) Rate: 1 briquette/100ft² up to 2 ft water depth Type: Anvil (EPA Reg 1021-1688-8329)

Rate: 1.9 oz/min at 5mph

August 6, 2018

a. Begin aeration program

b. Over seed depleted turf areas

Rate: Varies per application

- c. Athletic field maintenance
 - 1. Top dress resting athletic fields with soil or organic materials

September 10, 2018

- a. Fall fertilization program
 - 1. Apply as needed based upon action thresholds

Type: Lesco 24-0-16 Rate: 1lbs N/1000ft²

- b. Fall weed control
 - 1. Apply as needed based upon action thresholds

Type: Tri-Power selective herbicide

November 5, 2018

- a. Final round aeration program (if weather allows)
- b. Dormant seed depleted turf areas

Rate: Varies per application

c. Late fall fertilization program (excluding seeded areas)

Type: Lesco 32-0-16 Rate: 1.5lbs/1000ft²

9 -Turf Evaluations (2017)

Site #	<u>Location</u>	Location Description	Turf Density	Weed Population	Appearance	Recommendation
A1	ADAMS ST @ OGDEN AVE	Adams cul-de-sac off North St	2	3	3	see additional page
A2	BITTERSWEET LN & COLUMBIA AVE	Bittersweet dead end East of Columbia Av	3	3	4	see additional page
A3	BRUSH HILL (Behind Public Services)	Between Elm St and Park Ave North of Symonds Dr	5	3	5	see additional page
A4	BURLINGTON AVE AND STOUGH ST	Retention area Northwest corner train parking lot	4	7	6	see additional page
A5	CHARLESTON RD	Median area in middle of road	5	2.5	5.5	see additional page
A6	CHESTNUT ST PARKING LOT	Located at Vine St and Chestnut Ave	2.5	3	2	see additional page
A7	CHICAGO AVE & PRINCETON RD	Southwest corner of Chicago Ave and Princeton Rd	5	4	5.5	see additional page
A8	CHICAGO AV - GARFIELD AVE TO ELM ST	Located along the railroad platform	1	8.5	2	see additional page
A9	COUNTY LINE COURT	County Line Court cul-de-sac	1	8.5	3	see additional page
A10	DALEWOOD ISLAND	Dalewood cul-de-sac	9.5	0	10	see additional page
A11	HINSDALE AVE - GARFIELD AVE TO STOUGH ST	South railroad corridor from Garfield St to Stough St	1	9	0	see additional page
A12	JACKSON ST CUL-DE-SAC	Southside of Jackson St cul-de-sac	0	9	2	see additional page
A13	LINCOLN LOT	Southwest corner of Lincoln St and 1st St	0	0	0	see additional page
A14	MADISON ST @ OGDEN AVE	Northeast and Southeast corner of Ogden Ave and Madison St	3	7	3.5	see additional page
A15	MILLS ST & THE LANE NORTH	Eastside of Mills St from The Lane North past Fuller Rd	1	9.8	0.75	see additional page
A16	HIGHLAND STATION	Located North of the tracks off County Line Rd	1	8.5	2.5	see additional page
A17	PARKWAYS @ HINSDALE MIDDLE SCHOOL	Parkways along angle parking on 2 nd St & Washington St	5	7	5	see additional page
A18	POLICE/FIRE BUILDING	Off Symonds Dr and Post Circle	4	7	3.5	see additional page
A19	PUBLIC SERVICES GARAGE	Off Symonds Dr near Elm St	4.5	4	4.5	see additional page
A20	RAVINE RD & COUNTY LINE RD	Island at Ravine Rd and County Line Rd	2	3	2	see additional page
A21	RAVINE RD & OAK ST	Islands at Ravine Rd and Oak St	5	4	5	see additional page
A22	SYMONDS DR	Parkways along tracks Symonds Dr – Garfield St to Elm St	4	6.5	6	see additional page
A23	VILLAGE LOT @ MOBILE STATION	Between Washington St and Lincoln St North of the tracks	1	8.5	1	see additional page
A24	WASHINGTON ST @ OGDEN	Northwest corner of Washington St. @ Ogden Ave & Bonnie Brae	4	7	2	see additional page
A25	WASHINGTON CIRCLE	Area North of Washington Cir @ 9th and Washington St	2.5	9	1.5	see additional page
A26	WASHINGTON LOT	Eastside of 2 nd St and Washington St	N/A	N/A	N/A	see additional page

Site #	<u>Location</u>	Location Description	Turf Density	Weed Population	Appearance	Recommendation
A27	WATER PLANT	Located at Park Ave and Symonds Dr				
	WEST OF PLANT		5.5	2	6	see additional page
	SOUTH ALONG SYMONDS DR		2	6.5	2	see additional page
	RESERVOIR (BACKSIDE)		6	4	6.5	see additional page
A28	WEST HINSDALE STATION	Parkways off Railroad Ave and Hinsdale Ave	1	8	2	see additional page
A29	WEST OF POST CIRCLE	Off Garfield St and Post Circle	0.5	2.5	0.5	see additional page
A30	WOODLAND DRIVE ISLANDS	Off Woodland Ave between County Line Rd and Taft Rd	4	4	3	see additional page
A31	WOODSIDE AVE & COLUMBIA AVE	Dead end of Woodside Ave and Columbia Ave	3.5	6.5	5.5	see additional page
A32	YORK RD & WALKER RD	Island located south of York Rd and Walker Rd South of Ogden	0.5	8	0.5	see additional page
A33	FULLER EASEMENT	Village easement behind 561 Walker Rd(York and Walker)	0	9.5	1.5	see additional page
A34	ELM ROW 9TH-55TH	Area between 9th St and 55th St off Elm St	2	9.5	5.5	see additional page
* A35	JACKSON ST - HINSDALE TO 8TH	Westside of Jackson St from Hinsdale Ave to 8 th St	1.75	8.75	3.5	see additional page
A36	COLUMBIA - 1 ST TO 3RD	Eastside of Columbia St between 1st St and 3rd St	2	6	3	see additional page
A37	1 ST ST & PRINCETON RD	Island located at 1st St and Princeton Rd	3	7	6	see additional page
A38	3 rd ST & PRINCETON RD	Island located at 3 rd St and Princeton Rd	5	6	5	see additional page
A39	4 th ST ISLANDS	Islands on 4 th St – Garfield St to County Line Rd	2	7	4.5	see additional page
A40	6 th ST & PRINCETON RD	6 th St and Princeton Rd easement	2	8	5	see additional page
A41	7 th ST & HARDING RD	Island located at 7 th St and Harding Rd	2.5	8.5	2	see additional page
A42	7 th ST & WILSON RD	Parkway along rain garden at 7th St & Wilson Rd Island	2	6	1.5	see additional page
A43	CLAY ST AND 8 th ST	Clay St cul-de-sac off 8 th St	1	9.5	0.5	see additional page
A44	VINE ST AND 8 th ST	Vine St cul-de-sac off 8 th St	3	6.5	5.5	see additional page
A45	OAK ST @ 9 th ST	Pedestrian area from Oak St cul-de-sac to 55 th St	1	9.5	0.5	see additional page
**A46	STOUGH ST AND 9 TH ST	900 block of South Stough St on the West side	6	7.5	7	see additional page
A47	59TH ST - GIDDINGS TO ELM ST	Retention area West of Elm St near 59th St	5.5	9.5	7	see additional page
***A48	STOUGH AND RT 83	North side Parkway along Chicago Ave at Route 83 and Stough St	0.5	9.5	1.5	see additional page
A49	"806" FRANKLIN	Lot located at 806 N Franklin St	5	8	6	see additional page
A50	TAFT RD & 55 TH ST	Located between Harding Rd and 55 th St	1.5	8.5	3.5	see additional page
A51	CHESTNUT CUL-DE-SAC	Chestnut, West of Stough Street	2	7	2.5	see additional page
A52	BRUSH HILL TRAIN STATION	On Hinsdale Ave. between Garfield & Washington St.	3.5	8	4.5	see additional page

Site #	<u>Location</u>	Location Description	Turf Density	Weed Population	Appearance	Recommendation
A53	CLEVELAND CUL-DE-SAC	Located at the South end of Cleveland Road	1	8	2	see additional page
B1	BROOK PARK	Between 3 rd St and Woodside Ave East of Spring Lake Ave				
	Playing Fields		6.5	2	7	see additional page
	Fringe Areas		4	4	4	see additional page
B2	BURLINGTON PARK	Between Garfield St and Washington St South of Chicago Ave	4	7.5	6	see additional page
В3	BURNS FIELD	Located between Madison St and Vine St North of Hickory St				
	Ice Rink		5	6	5.5	see additional page
	Playground		3	7	5	see additional page
	Soccer Area (off Madison)		3	7	4.5	see additional page
	Fringe Areas		5.5	3	6	see additional page
B4	DIETZ PARK	Located off 7th St between Bodin St and Adams St	6.5	2	7.5	see additional page
В5	DUNCAN FIELD	N-of Ogden,behind Amita Health bldg. thru a wooded path	3	9.9	8.75	see additional page
В6	EHRET PARK	Butterfly Garden Located at Monroe St & the train tracks	4	8	7	see additional page
В7	ELEANOR'S PARK	Southeast corner of Clay St and Chicago Ave	7	3	9	see additional page
В8	HIGHLAND PARK	Northwest corner of Chicago St and County Line Rd				
	Passive		5	3	5	see additional page
	Parkways		5	3	5	see additional page
В9	HINSDALE COMMUNITY POOL	Located near Hinsdale Ave and Monroe St				
	Interior		3	7	3	see additional page
	North		2.5	7	3	see additional page
	South		2	7	3	see additional page
	West		3	7	3	see additional page
B10	MELIN PARK	Located on Quincy St cul-de-sac off 8 th St	4	6	5	see additional page
B11	MEMORIAL BUILDING	Off Chicago Ave between Garfield Ave and Washington St				
	North		1.5	9	1.5	see additional page
	South		8.5	1.5	9.5	see additional page
B12	PEIRCE PARK	Located off Walnut St between County Line Rd & Mills St				
	Far East Fields (2)		7	3	7	see additional page

Site#	<u>Location</u>	Location Description	Turf Density	Weed Population	<u>Appearance</u>	
	Near East Fields (2)		6	4	6	see additional page
	Passive Areas (playgrounds)		2	5	4	see additional page
	Far West Field		7.5	2	6.5	see additional page
B13	ROBBINS PARK	Located off 7 th St and Vine St				
	NE- North-half of Soccer field	Along Grant & 7th St. NE half of Field	5	3	5	see additional page
	NE- South-half of Soccer field	Along Grant & 7th St. SE half of Field	5	3	5	see additional page
	Central	Soccer field to the W of the Football Field	3	5	3	see additional page
	Southwest	Ballfield to the SW of the playground	3	4	4	see additional page
	Parkways	Along sidewalks around the park perimeter	4	6	5	see additional page
	Football	Center of Park directly N of the bathroom bldg.	4	6	4.5	see additional page
B14	STOUGH PARK	Located off Town Place and Stough St				
	Ice Rink		3	7	4	see additional page
	Railroad Bank		3	7	4	see additional page
	East Passive		5	4	5	see additional page
	Central Passive		6	3	6	see additional page
B15	VEECK PARK	Located on 47 th St East of County Line Rd	2	8	3	see additional page
B16	WOODLAND PARK	Eastside of Harding Rd from 7 th St to 55 th St	3	5	5.5	see additional page
B17	KATHERINE LEGGE MEMORIAL	Entrance is across from 60th St off County Line Rd	4	4.5	5	see additional page
B18	OAK STREET BRIDGE PARK	Located West of Oak Street and South of the bridge	3	2	4.5	see additional page
B19	BURLINGTON PARK WALL	Located in Burlington Park; 1' out from base of wall	3	8	4.5	see additional page

10 -Turf Recommendations (2017)

Site #	<u>Location</u>	Notes & Recommendations			
A1	ADAMS ST. @ OGDEN AVE	Core aerate spring or fall and over seed with dense shade mix in spring of 2018.			
A2	BITTERSWEET LN & COLUMBIA AVE	Weeds mostly along edges & upper berm, compacted soil with lots of dead patches, same as above.			
А3	BRUSH HILL(behind Public Services)	No recommendations at this time, continue maintenance as scheduled.			
A4	BURLINGTON AVE AND STOUGH ST	Over seed in spring with a dense shade mix; core aerate in fall if possible to work around the cars.			
A5	CHARLESTON RD	Turf density is good.			
A6	CHESTNUT ST. PARKING LOT	Turf density is fair.			
A7	CHICAGO AVE & PRINCETON RD	Over seed with rye grass or dense shade along sidewalk, and under Linden tree.			
A8	CHICAGO AVE. GARFIELD-ELM	Over seed with rye grass.			
A9	COUNTY LINE COURT	Over seed with dense shade seed mix in the spring time.			
A10	DALEWOOD ISLAND	Turf density good, but a few bare spots need over seeding.			
A11	HINS AVE - GARFIELD-STOUGH	Over seed full sun grass mix.			
A12	JACKSON ST. CUL-DE-SAC	Mostly weeds and no turf present at time; over seed with shade mix or mulch.			
A13	LINCOLN LOT	No visible turf to evaluate in lot, SW corner of AT&T section is planted w/ Euonymus. SW lower lot has mulch under the oak tree.			
A14	MADISON ST @ OGDEN AVE	Over seed SE area in spring with dense shade mix; NE side mostly healthy with one area needing re-seeding.			
A15	MILLS ST. (THE LANE NORTH)	North of footpath/bridge the turf easement are not as good quality as South side of bridge; over seed with rye grass in spring.			
A16	NORTH HIGHLAND STATION	Dead turf & bare spots, area needs top dressed then re-seeded with full sun seed.			
A17	PARKWAYS @ Hinsdale Middle School	Area was recently re-seeded along sidewalk, over seeding in spring in 2018.			
A18	POLICE/FIRE BUILDING	East Fire building needs a renovation, there is Bindweed along Euonymus and Viburnum; top dress and over seed bare spots.			
A19	PUBLIC SERVICES GARAGE	Turf density is fair.			
A20	RAVINE RD & COUNTY LINE RD	Use dense shade mix to over seed bare spot under tree in island, over seed entire area with rye/shade mix.			
A21	RAVINE RD & OAK ST	Appearance rating is high because West Island has less weeds than East side.			
A22	SYMONDS DRIVE	Top dress and over seed bare spots along sidewalk.			
A23	VILLAGE LOT(@Mobile Station)	Top dress over seed with full sun grass mix, a small amount of existing turf is in poor condition.			
A24	WASHINGTON ST @ OGDEN AVE	There are a lots of chicory & creeping Charlie; top dress and over seed in the spring.			
A25	WASHINGTON CIRCLE	Over seed the bare spots on the North edge with a dense shade grass mix.			
A26	WASHINGTON LOT	* 09/2017 area currently under construction for Hinsdale Middle School addition; not able to evaluate this year.			
A27	WATER PLANT				
	West of Plant	Turf is in good condition, continue current maintenance regime.			
	South- along Symonds Dr.	Turf is compacted & needs fall core aeration, spring over seed with shade mix. Lots of bare spots and chicory.			

Site #	<u>Location</u>	Notes & Recommendations
	Reservoir (Backside)	Over seed with rye seed grass in the spring.
A28	WEST HINSDALE STATION	Top dress and over seed area, the opposite side along road is better, area by parking spots has lots of bare spots.
A29	WEST OF POST CIRCLE	Top dress and over seed with rye grass in the fall, and also over seed with a dense shade mix in the spring.
A30	WOODLAND DRIVE ISLANDS	Top dress, over seed in spring; island to the East is better.
A31	WOODSIDE AVE & COLUMBIA AVE	Top dress and over seed bare spots in spring with a 50/50 dense shade grass mix & rye grass seed.
A32	YORK RD & WALKER RD	Top dress and over seed in the spring with a dense shade seed mix.
A33	FULLER EASEMENT	Re-seed with a dense shade grass mix.
A34	ELM ST ROW 9-55TH	The area is filled with wild strawberry, ivy, clover & Creeping Charlie, top dress and over seed with rye grass.
* A35	JACKSON HINSDALE AVE-8TH	The wooded area has lots of Creeping Charlie and bare spots. There is also buckthorn, dock, wild burdock, plantain & wild carrot.
A36	COLUMBIA 1ST-3RD	Top dress and over seed in spring with dense shade mix.
A37	1 ST ST & PRINCETON RD	Top dress and over seed in spring with dense shade mix.
A38	3 RD ST & PRINCETON RD	There is a lot of Creeping Charlie in the middle island, over seed area with dense shade mix.
A39	4 TH ST ISLANDS	Top dress and over seed with sun and shade mix in the spring.
A40	6 [™] ST & PRINCETON RD	Top dress then over seed using a dense shade mix.
A41	7TH ST & HARDING RD	There are bare spots and lots of weeds, over half is Creeping Charlie; over seed in spring.
A42	7TH ST & WILSON LN	There are a lot of bare spots in the turf, top dress with compost and over seed with 50/50 grass mix.
A43	CLAY ST AND 8 TH ST	Top dress and over seed in the spring.
A44	VINE ST AND 8 TH ST	Over seed all bare spots in the springtime.
A45	oak st @ 9 [™] st	Either let the Euonymus & periwinkle grow and cover area; or top dress and over seed with dense shade mix.
**A46	STOUGH ST AND 9 TH ST	Top dress and over seed with full sun mix in spring.
A47	59TH ST GIDDINGS - ELM	Continue with mowing maintenance as scheduled, over seed with dense mix in bare spots.
***A48	STOUGH ST AND RT 83	This is mostly weeds including lots of Chicory, with very little turf; top dress and over seed in spring.
A49	806 FRANKLIN ST	It is recommend a tight and low mow program to control weeds.
A50	TAFT RD & 55 [™] ST	Top dress bare spots and over seed with a full sun grass mix.
A51	CHESTNUT CUL-DE-SAC	Over seed with shade seed, considered pea gravel for water swale.
A52	BRUSH HILL TRAIN STATION	The area has a low turf density, there are a lot of bare spots and mostly weeds. It is recommended to over seeding in spring.
A53	CLEVELAND CUL-DE-SAC	Over seed in spring.
B1	BROOK PARK	
	Playing Fields	Will over seed with rye grass in spring.
	Fringe Areas	Signs of grub damage in turf near bathrooms and playgrounds; would over seed with rye grass for spring.
B2	BURLINGTON PARK	Over seed in spring with dense shade seed mix.

Site #	<u>Location</u>	Notes & Recommendations
В3	BURNS FIELD	
	Ice Rink	Over seed with full sun mix in spring and fertilize in summer.
	Playground	Over seed with rye grass in spring.
	Soccer Area (off Madison)	Over seed with full sun grass mix, treat for weeds, and fertilize in spring time.
	Fringe Areas	Over seed and core aerate in the fall.
B4	DIETZ PARK	The turf is good with exception of a few bare spots in the soccer fields, which need to be re-seeded in spring.
B5	DUNCAN FIELD	*No longer under Village management.
В6	EHRET PARK	Grind stumps, clear trees, over seed with dense shade mix.
В7	ELEANOR'S PARK	Continue with maintenance as scheduled, no recommendations at this time.
В8	HIGHLAND PARK	
	Passive	Continue with maintenance as scheduled, no recommendations at this time.
	Parkways	Continue with maintenance as scheduled, no recommendations at this time.
В9	HINSDALE COMMUNITY POOL	
	Interior	Top dress and over seed when pool closes in the fall.
	North	Top dress and over seed with full sun/shade mix when the pool closes in the fall.
	South	Re-seed bare spot where tree was located and top dress over seed rest of area with same blend.
	West	Top dress with compost and over seed with full sun and shade mix with the pool closes in the fall.
B10	MELIN PARK	Aerate and over seed in the spring.
B11	MEMORIAL BUILDING	
	North	This area is full of weeds (plantain, clover and dandelions) especially inside the circle and along sidewalk with over seed.
	South	Turf is very weak and thin, the area has lots of bare spots. Aerate and over seed with full sun mix in spring.
B12	PEIRCE PARK	
	Far East Fields (2)	Core aerate in off season and top dress in spring to help treat for weeds.
	Near East Fields (2)	Core aerate in off season and top dress in spring to help treat for weeds.
	Passive Areas (playgrounds)	West playground has better turf density due to sun, top dress and over seed area with a dense shade mix.
	Far West Field	The turf is good, the playing field and pitcher's mound could be treated for weeds.
B13	ROBBINS PARK	
	NE- North-half of Soccer field	Field and turf is in good shape, given the heavy use of the area; weeds are at a minimum at this time.
	NE- South-half of Soccer field	Same as above; recommend doing an off-season core aeration and over seeding in spring.
	Central	Over seed in spring.

Site #	<u>Location</u>	Notes & Recommendations
	Southwest	Turf density in playing field is low due to heavy use, core aerate and over seed.
	Parkways	Over seed the entire area in the spring time.
	Football	Turf in decent shape, should top dress and over seed with full sun mix in spring time.
B14	STOUGH PARK	
	Ice Rink	Over seed and aerate in the spring time.
	Railroad Bank	Over seed with rye grass in springtime, especially along the tree line area.
	East Passive	Over seed with rye grass in the spring.
	Central Passive	Over seed with rye grass in the spring.
B15	VEECK PARK	Soccer fields need a raking to de-thatch the turf, then over seed in the spring.
B16	WOODLAND PARK	Core aerate & over seed in spring.
B17	KATHERINE LEGGE MEMORIAL	Area has a lot of clover, which is good for soil health, however, there is still bare spots to over seed.
B18	OAK STREET BRIDGE PARK	Aerated and over seed due to potential grub damage; turf density is low in a lot of spots.
B19	BURLINGTON PARK WALL	Evaluated area is 1' out from wall; this area has extremely low turf density, lots of weeds, over seed with rye in spring.

11 - Weather Data

2017 PRECIPITATION TOTALS IN INCHES				2017 TEMPERATURES IN °F					
		MEAN	OBSERVED				MEAN	OBSERVED	
JAN	2017	1.73	2.87	165.90%	JAN	2017	23.8	28.8	121.01%
FEB	2017	1.79	1.52	84.92%	FEB	2017	27.7	38.1	137.55%
MAR	2017	2.5	4.01	160.40%	MAR	2017	37.9	39.5	104.22%
APR	2017	3.38	6.43	190.24%	APR	2017	48.9	53.7	109.82%
MAY	2017	3.68	3.28	89.13%	MAY	2017	59.1	57.9	97.97%
JUNE	2017	3.45	3.44	99.71%	JUNE	2017	68.9	72.4	105.08%
JULY	2017	3.7	7.68	207.57%	JULY	2017	74	74.6	100.81%
AUG	2017	4.9	2.51	51.22%	AUG	2017	72.4	71.5	98.76%
SEPT	2017	3.21	0.32	9.97%	SEPT	2017	64.6	69.4	107.43%
OCT	2017	3.15	8.7	276.19%	OCT	2017	52.5	57.6	109.71%
NOV	2017	3.15	1.75	55.56%	NOV	2017	40.3	39.7	98.51%
DEC	2017	2.25	0.59	26.22%	DEC	2017	27.7	27.2	98.19%
ANNUAL	TOTAL	36.89	43.1	118.08%					107.42%
2016 PRECIPITATION TOTALS IN INCHES									
	2016 PR	CIPITATIO	N TOTALS IN INC	HES		2	016 TEMPE	RATURES IN °F	
	2016 PRE	ECIPITATIC MEAN	ON TOTALS IN INC OBSERVED	HES		2	016 TEMPE MEAN	ERATURES IN °F OBSERVED	
JAN	2016 PRE			48.50%	JAN	2 2016			103.80%
JAN FEB		MEAN	OBSERVED		JAN FEB		MEAN	OBSERVED	103.80% 109.70%
	2016	MEAN 1.73	OBSERVED 0.84	48.50%		2016	MEAN 23.8	OBSERVED 24.7	
FEB	2016 2016	MEAN 1.73 1.79	OBSERVED 0.84 1.23	48.50% 68.70%	FEB	2016 2016	MEAN 23.8 27.7	OBSERVED 24.7 30.4	109.70%
FEB MAR	2016 2016 2016	MEAN 1.73 1.79 2.5	0.84 1.23 3.34	48.50% 68.70% 133.60%	FEB MAR	2016 2016 2016	MEAN 23.8 27.7 37.9	OBSERVED 24.7 30.4 43.3	109.70% 114.20%
FEB MAR APR	2016 2016 2016 2016	MEAN 1.73 1.79 2.5 3.38	0.84 1.23 3.34 2.8	48.50% 68.70% 133.60% 82.80%	FEB MAR APR	2016 2016 2016 2016	MEAN 23.8 27.7 37.9 48.9	OBSERVED 24.7 30.4 43.3 47.8	109.70% 114.20% 97.80%
FEB MAR APR MAY	2016 2016 2016 2016 2016	MEAN 1.73 1.79 2.5 3.38 3.68	0BSERVED 0.84 1.23 3.34 2.8 5.43	48.50% 68.70% 133.60% 82.80% 147.60%	FEB MAR APR MAY	2016 2016 2016 2016 2016	MEAN 23.8 27.7 37.9 48.9 59.1	OBSERVED 24.7 30.4 43.3 47.8 59.7	109.70% 114.20% 97.80% 101.00%
FEB MAR APR MAY JUNE	2016 2016 2016 2016 2016 2016 2016	MEAN 1.73 1.79 2.5 3.38 3.68 3.45	0.84 1.23 3.34 2.8 5.43 2.85	48.50% 68.70% 133.60% 82.80% 147.60% 82.60%	FEB MAR APR MAY JUNE	2016 2016 2016 2016 2016 2016	MEAN 23.8 27.7 37.9 48.9 59.1 68.9	24.7 30.4 43.3 47.8 59.7 71.6	109.70% 114.20% 97.80% 101.00% 103.90%
FEB MAR APR MAY JUNE JULY	2016 2016 2016 2016 2016 2016 2016	MEAN 1.73 1.79 2.5 3.38 3.68 3.45 3.7	0.84 1.23 3.34 2.8 5.43 2.85 6.23	48.50% 68.70% 133.60% 82.80% 147.60% 82.60% 168.40%	FEB MAR APR MAY JUNE JULY	2016 2016 2016 2016 2016 2016 2016	MEAN 23.8 27.7 37.9 48.9 59.1 68.9 74	24.7 30.4 43.3 47.8 59.7 71.6 75.5	109.70% 114.20% 97.80% 101.00% 103.90% 102.00%
FEB MAR APR MAY JUNE JULY AUG	2016 2016 2016 2016 2016 2016 2016 2016	MEAN 1.73 1.79 2.5 3.38 3.68 3.45 3.7 4.9	0.84 1.23 3.34 2.8 5.43 2.85 6.23 4.26	48.50% 68.70% 133.60% 82.80% 147.60% 82.60% 168.40% 86.90%	FEB MAR APR MAY JUNE JULY AUG	2016 2016 2016 2016 2016 2016 2016 2016	MEAN 23.8 27.7 37.9 48.9 59.1 68.9 74 72.4	24.7 30.4 43.3 47.8 59.7 71.6 75.5 75.8	109.70% 114.20% 97.80% 101.00% 103.90% 102.00% 104.70%
FEB MAR APR MAY JUNE JULY AUG SEPT	2016 2016 2016 2016 2016 2016 2016 2016	MEAN 1.73 1.79 2.5 3.38 3.68 3.45 3.7 4.9 3.21	0.84 1.23 3.34 2.8 5.43 2.85 6.23 4.26 1.76	48.50% 68.70% 133.60% 82.80% 147.60% 82.60% 168.40% 86.90% 54.80%	FEB MAR APR MAY JUNE JULY AUG SEPT	2016 2016 2016 2016 2016 2016 2016 2016	MEAN 23.8 27.7 37.9 48.9 59.1 68.9 74 72.4 64.6	24.7 30.4 43.3 47.8 59.7 71.6 75.5 75.8 69.6	109.70% 114.20% 97.80% 101.00% 103.90% 102.00% 104.70% 107.70%
FEB MAR APR MAY JUNE JULY AUG SEPT OCT	2016 2016 2016 2016 2016 2016 2016 2016	MEAN 1.73 1.79 2.5 3.38 3.68 3.45 3.7 4.9 3.21 3.15	0.84 1.23 3.34 2.8 5.43 2.85 6.23 4.26 1.76 3.77	48.50% 68.70% 133.60% 82.80% 147.60% 82.60% 168.40% 86.90% 54.80%	FEB MAR APR MAY JUNE JULY AUG SEPT OCT	2016 2016 2016 2016 2016 2016 2016 2016	MEAN 23.8 27.7 37.9 48.9 59.1 68.9 74 72.4 64.6 52.5	24.7 30.4 43.3 47.8 59.7 71.6 75.5 75.8 69.6 56.9	109.70% 114.20% 97.80% 101.00% 103.90% 102.00% 104.70% 107.70% 108.40%

FIGURES WERE OBTAINED FROM THE NATIONAL WEATHER SERVICE



DATE:

February 9, 2018

TO:

President Cauley and the Village Board of Trustees

CC:

Kathleen A. Gargano, Village Manager

FROM:

Robert McGinnis, Community Development Director/Building Commissioner 🔊

RE:

Community Development Department Monthly Report- January 2018

In the month of January the department issued 60 permits including 4 new single family homes. The department conducted 277 inspections and revenue for the month came in at just over \$130,000.

There are approximately 41 applications in house, including 16 single family homes and 8 commercial alterations. There are 36 permits ready to issue at this time, plan review turnaround is running approximately 2-3 weeks, and lead times for inspection requests are running approximately 24 hours.

The Engineering Division has continued to work with the department in order to complete site inspections and respond to drainage complaints. In total, 62 engineering inspections were performed for the month of February by the division. This does not include any inspection of road program work and is primarily tied to building construction and drainage complaints.

We currently have 23 vacant properties on our registry list. The department continues to pursue owners of vacant and blighted properties to either demolish them and restore the lots or come into compliance with the property maintenance code.

COMMUNITY DEVELOPMENT MONTHLY REPORT January 2018

PERMITS	THIS	THIS MONTH	FEES	FY TO DATE	TOTAL LAST FY
	MONTH	LAST YEAR			TO DATE
New Single	4	1	;		
Family Homes					
New Multi Family	0	0			
Homes					
Residential	7	5			
Addns./Alts.					
Commercial	0	0			
New					
Commercial	8	7			
Addns./Alts.					
Miscellaneous	7	4			
Demolitions	5	1			
Total Building	31	18	\$ 113,439.00	\$829,707.00	\$898,517.00
Permits			`		
Total Electrical	15	12	\$ 7,004.00	\$ 76,833.00	\$83,976.00
Permits				·	
Total Plumbing	14	9	\$ 9,883.00	\$ 120,649.00	\$126,979.00
Permits	[•	-	
TOTALS	60	39	\$ 130,326.00	\$1,027,189.00	\$ 1,109,472.00

Citations			
Vacant	23		
Properties			

INSPECTIONS	THIS MONTH	THIS MONTH LAST YEAR		
Bldg, Elec, HVAC	147	198		
Plumbing	35	42		
Property Maint./Site Mgmt.	33	39		
Engineering	62	45		
TOTALS	277	324		

REMARKS:

VILLAGE OF Linsdale Est. 1873

MEMORANDUM

DATE: March 6, 2018

TO: Kathleen A. Gargano, Village Manager

CC: President Cauley and the Village Board of Trustees

FROM: Anna Martch, Economic Development Coordinator/Finance Clerk

Emily Wagner, Administration Manager

RE: February Economic Development Monthly Report

The following economic development updates are for your review:

• The Economic Development Commission (EDC) meeting on February 27 was cancelled. The next meeting is scheduled for March 27.

- On February 15, staff attended the Chamber of Commerce marketing and membership meeting to discuss the upcoming event season and to discuss adding new items to the established events to grow the attendance.
- On February 20, staff attended a training with Third Millennium, the Village's vehicle sticker software to prepare for the online vehicle sticker program beginning March 1.
- On February 22, staff attended the Hinsdale Chamber of Commerce quarterly business meeting at the Katherine Legge Memorial Lodge to provide a Village update and to share new businesses opening in Hinsdale to the Chamber members.
- Throughout the month of February, staff members have met with multiple businesses about the possibility of opening in Hinsdale.
- During the month of February, staff has received and issued 84% of the 2018 business licenses renewals.
- Throughout the month of February staff has assisted the Parks & Recreation Department in designing a new and updated Katherine Legge Memorial Lodge brochure to further promote the Lodge as a wedding and event destination.
- Throughout the month of February staff has been working on creating a new resident guide to assist new residents with becoming familiarized with Village services. Information will include refuse, recycling and yard waste collection, vehicle and animal stickers, cable television, internet, phone service, natural gas, electric service and other important telephone numbers.
- During the month of February the following businesses have opened
 - 1. CC's Specialty Foods opened in the Hinsdale Oasis
 - 2. Gutierrez Realty opened at 501 W. Ogden Avenue #7
 - 3. Tina Tzinares State Farm Insurance opened at 201 E. Ogden Avenue #15
 - 4. The Flying Locksmiths opened at 15 Spinning Wheel #230B
 - 5. Vein and Vascular Centers opened 7 N. Grant Street on the First Floor
 - 6. A Responsible Driver will be opening at 7 N. Grant Street





DATE:

March 13, 2018

TO:

President Cauley and the Village Board of Trustees

CC:

Kathleen A. Gargano, Village Manager

FROM:

Heather Bereckis, Superintendent of Parks & Recreation

RE:

February Staff Report

The following is a summary of activities completed by the Parks & Recreation Department during the month of February.

Katherine Legge Memorial Lodge

Preliminary gross rental and catering revenue for the fiscal year to-date is \$128,079. Rental revenue for the ninth month of the 2017/18 fiscal year is \$11,164. In January, there were nine events held at the Lodge, which is five more than the prior year. Expenses for January are down 49% (\$9,885) over the prior year; this is primarily due to the timing of capital expenditures in the prior year.

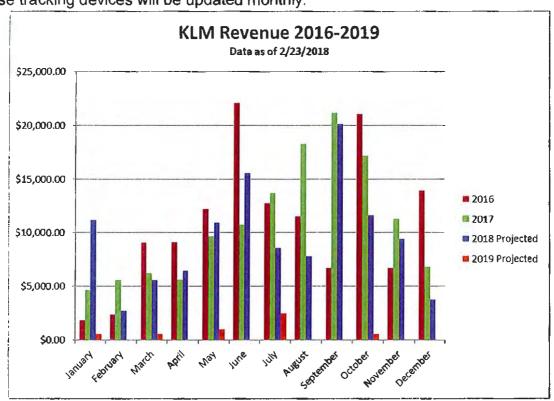
REVENUES	Jan	иагу	Y	TD	Change	2017-18	FY 17-18	2016-17	FY 16-17
	Prior Year	Current Year	Prior Year	Current Year	Over the Prior year	Annual Budget	% of budget	Annual Budget	% of budget
KLM Lodge Rental	\$4,624	\$11,164	\$117,566	\$116,079	(\$1,487)	\$160,000	73%	\$180,000	65%
Caterer's Licenses	\$500	\$500	\$10,000	\$12,000	\$2,000	\$11,000	109%	\$15,000	67%
Total Revenues	\$5,124	\$11,66 4	\$127,566	\$128,079	\$513	\$171,000	75%	\$195,000	65%
									· <u> </u>
EXPENSES	Jani	uary	Y	TD	Change Over the	2017-18 Annual	FY 1 7-18 % of	2016-17 Annual	FY 16-17 % of
	Prior Year	Current Year	Prior Year	Current Year	Prior year	Budget	budget	Budget	budget
Total Expenses	\$19,928	\$10.043	\$129,704	\$109,917	(\$19,787)	\$197,651	56%	\$212,741	61%
Net	(\$14.804)	\$1,621	(\$2.138)	\$18 162	\$20,300				



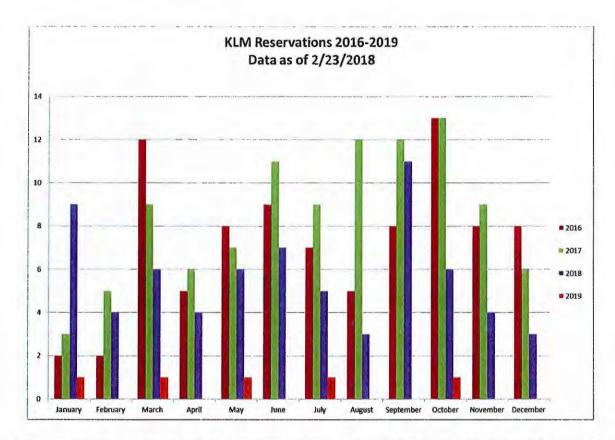


	KLM Gross Monthly Revenues													
Month	20	11/12 FY	20	12/13 FY	20	13/14 FY	20	014/15 FY	20	15/16 FY	20	16/17 F Y	201	17/18 FY
Мау	\$	8,561	\$	8,801	\$	16,796	\$	13,745	\$	16,000	\$	12,200	\$	9,600
June	\$	11,156	\$	10,745	\$	26,818	\$	17,450	\$	22,770	\$	22,845	\$	12 ,5 95
July	\$	13,559	\$	9,786	\$	18,650	\$	12,909	\$	27,475	\$	12,550	\$	13,950
August	\$	17,759	\$	18,880	\$	19,579	\$	25,350	\$	24,775	\$	11,500	\$	18,130
September	\$	14,823	\$	14,498	\$	12,137	\$	24,510	\$	15,250	\$	12,645	\$	15,560
October	\$	16,347	\$	15,589	\$	14,825	\$	23,985	\$	25,580	\$	21,045	\$	16,780
November	\$	8,256	\$	11,612	\$	8,580	\$	14,724	\$	14,825	\$	6,700	\$	11,250
December 1	\$	8 ,853	\$	10,265	\$	13,366	\$	17,290	\$	200ير17	\$	13,457	\$	7,050
January	\$	1,302	\$	4,489	\$	250	\$	8,450	\$	2,850	\$	4,624	\$_	11,164
February	\$	2,301	\$	6,981	\$	7,575	\$	3,120	\$	2,400	\$	4,550		
March	\$	2,506	\$	7,669	\$	4,245	\$	6,725	\$	8,945	\$	5,944		
April	\$	2,384	\$	4,365	\$	3,600	\$	12,695	\$	9,125	\$	4,300		
total	\$ 1	107,807	\$:	123,680	\$	146,421	\$	180,953	\$:	187,195	\$	132,360	\$	116,079

The graph below shows the past three years of lodge revenue and the upcoming year's projection. Future predictions are based on the average revenue from the event type. Also included below are charts indicating the number of reservations and reservation type by month. Typically, events are booked 6-18 months in advance of the rentals; however, if there are vacancies, staff will accept reservations within 5 days of an event. These tracking devices will be updated monthly.







Staff is currently working with the approved marketing plan for the 2017/18 FY, including the addition of Search Engine Optimization (SEO) and progressive marketing through The Knot. Details on this were presented at the August Parks & Recreation Commission meeting and were reevaluated at the December Parks & Recreation (P&R) Meeting. Daily leads are being received from the upgraded Knot.com advertising and lodge staff is tracking the conversion rate from leads to bookings. Staff will be presenting the six month conversion report from theKnot.com and the analytics report from Linchpin (SEO Company) at the March P&R Commission Meeting.

Upcoming Brochure & Activities

Brochure & Programming

The summer brochure is now finalized and in the printing process. The expected delivery date is March 19th, with registration starting on March 26th. New programs for the summer include Fluid Running, Frisbee golf classes, youth power yoga, and field hockey. Staff has also expanded dive lessons and the Movie in the Park events, including a float-in movie at the Pool. Finally, there will be two new special events; Taco Tuesday, and Food & Beer pairing night at KLM Lodge.



Special Events

Staff is currently in the planning phase for upcoming special events. The next event is the Easter Egg Hunt on March 31st, followed by Park Cleanup Day on April 20th. The Egg Hunt event is held in collaboration with The Community House in Robbins Park. Park Cleanup Day is sponsored by Trader Joes and will be held at various parks around Hinsdale.

Field & Park Updates

Fields/Parks

Staff has begun booking spring 2018 Field space, with the majority of space being reserved at this time. Public Service staff will begin preparing fields with aeration, seeding, and striping in early March or as the weather permits. Fields will open April 1st, weather permitting.

The Burns Field Ice Rink is now closed for the season. Heavy snow followed by heavy rain had prevented the rink from being open since February 8th. With the need to prep the soccer fields at Burns, the rink was permanently closed and is schedule for take down by Mid-March.

Platform Tennis

Memberships

Preliminary gross revenue for the 2017/18 fiscal year through the eighth month is \$71,953. General expenses, minus capital projects, through January are down 17% (\$6,084) over the prior year; this due to timing related to invoicing. Overall net revenue, minus capital, is \$43,083 which is 35% (\$15,117) higher than the same period of the prior year. A breakdown of membership revenue through February 2018 is included below.

REVENUES	Janu	Jary	YTI	D	Change	2017-18	FY 17-18	2016-17	
	Prior Year	Current Year	Prior Year	Current Year	Over the Prior year	Annual Budget	% of budget	Annual Budget	FY 16-17 % of budget
Membership	1001	1001	1001	1001	1 Hot year	Dagget	Duaget	Duaget	70 Or Budget
Passes/Lessons/Fobs	\$6,256	\$440	\$62,920	\$71,953	\$9,033	\$65,000	111%	\$65,000	97%
					Change	2017-18	FY 17-18	2016-17	
EXPENSES	January		YTD		Over the	Annual	% of Anni	Annual	I FY 15-16
	Prior	Current	Prior	Current	Prior year	Budget	budget	Budget	% of budget
	Year	Year	Year	Year					
General Expenses	\$7,283	\$4,115	\$34,954	\$28,870	(\$6,084)	\$40,080	72%	\$40,080	87%
Capital Expenses	\$0	\$0	\$95,285	\$0	(\$95,285)	\$0	#DIV/0!	\$123,500	77%
Total Expenses	\$7,283	\$4,115	\$130,239	\$28,870	(\$101,369)	\$40,080	72%	\$163,580	80%
Net	(\$1,027)	(\$3,675)	(\$67,319)	\$43,083	\$110,402				



Renewal letters were sent out to past members in mid- August. Pricing for the 2017/18 season will remain the same, with a \$50 late fee added to all memberships bought after November 1st. This was approved by the Village Board at its March 7, 2017 meeting. Below is a chart indicating current year-to-date membership revenue in comparison to the same period of the previous year.

Platform Tennis Membership Summary

			1710		. 0	7	mp oun					
.38		20	16	A R		2017						
Memberships as of 1/29/18	New Members	Renewal Members	Total Members	Revenue YTD	2017 Fees	New Members	Renewal Members	Total Members	Change of over Prior Year	Revenue YTD	Change over Prior Yr.	% of Change Over Prior Year
Resident Individual	8	50	58	\$11,600	\$200	10	53	63	5	\$12,600	\$1,000	99
Resident Family	2	24	26	\$6,500	\$250	5	20	25	- 4	\$6,250	-\$250	-4%
Resident Secondary	5	50	55	\$0	\$0	14	52	66	11	\$0	\$0	0%
Resident Total	15	124	139	\$18,100		29	125	154	15	\$18,850	\$750	4%
Non-Resident Individual	16	95	111	\$33,300	\$300	16	96	112	1	\$33,600	\$300	19
Non-Resident Family	1	18	19	\$7,125	\$375	3	21	24	5	\$9,000	\$1,875	26%
Non-Resident Secondary	4	57	61	\$0	\$0	18	46	64	3	\$0	\$0	0%
Non-Resident Total	21	170	191	\$40,425		37	163	200	9	\$42,600	\$2,175	5%
Total Lifetime Members	N/A	255	255	\$0	10.00	0	227	227	-21	\$0	\$0	0%
Res League Players 10 Visit	N/A			\$0	\$100	3	0	3		\$300	\$300	
NR League Players 10 Visit	N/A			\$0	\$150	2	0	2	P.C.	\$300	\$300	
10 Visit Total				\$0	St. Sept. 1.			5		\$600	\$600	
Total Memberships/ Revenue		549	585	\$58,525		71	515	586	1	\$62,050	\$3,525	6%



DATE: March 1, 2018

TO: President Cauley and Village Board of Trustees

Kathleen Gargano, Village Manager

FROM: Brendon Mendoza, Administrative Analyst

RE: Public Services Monthly Report – January 2018

Provided below is the monthly staff report from the Public Services Department. This highlights all activities that occurred during the month of January.

 Public Services completed 11 call outs for snow and ice events during the month of January.

- Public Services identified and repaired 13 water main breaks.
- Public Services managed the snow removal contract for the Central Business District, Platform Tennis, and Cul-De-Sacs during the 11 snow and ice events.
- Public Services staff solicited pricing for weekend refuse collection and custodial cleaning services for Village Parks.
- Public Services staff prepared bid documents for custodial services for various Village facilities.
- Continued preparation of the Public Services FY 2018-19 Operating and Maintenance Budget.
- Staff reviewed and commented on 6 tree preservation plans submitted for building permits.

January Water Main Break Locations

<u>Date</u>	<u>Address</u>	Pipe Size/Type	Duration
1/1/18	950 S. Oak	8" Cast Iron	4hrs
1/3/18	510 N. Garfield	4" Cast Iron	5hrs
1/3/18	850 N. Washington	6" Cast Iron	5hrs
1/4/18	207 N. Elm	8" Cast Iron	8hrs
1/5/18	632 W. 58 th St.	6" Cast Iron	6hrs
1/5/18	500 E. Ogden	6" Cast Iron	5hrs
1/6/18	302 S. Grant	4" Cast Iron	4hrs
1/9/18	317 E. Chicago	4" Cast Iron	5hrs
1/11/18	Chestnut & Grant	8" Cast Iron	7hrs
1/11/18	Justina & Hickory	6" Cast Iron	10hrs
1/12/18	444 E. Ogden	6" Cast Iron	6hrs



1/16/18 22 S. Monroe 4" Cast Iron 4hrs 1/23/18 635 W. North 4" Cast Iron 5hrs

Village of Hinsdale Department of Public Services Roadway Division Monthly Report – January 2018

Activity Measures

Standard Tasks	January 2018	Prev Mo	YTD 2018
Signs	12	37	12
Posts	4	9	4
Signs Repaired	8	5	8
Cold Mix (tons)	6.35	3.75	6.35
Hot Mix (tons)	0	0	0
Gravel for Alleys (tons)	0	0	0
White Paint (gallons)	0	0	0
Yellow Paint (gallons)	0	0	0
Basin top Cleaning (man-hours)	30	0	30
Alley Grading (man-hours)	0	0	0
Alley Trimming (man-hours)	0	0	0
Concrete (yards)	5	0	5
Snow & Ice Callouts	11	8	11
Road Salt Used (tons)	407.25	318	407.25
Sand Used (tons)	0	0	0
Salt & Calcium for walks, stairs, etc. (tons)	50	12.5	50





Leaves Swept Up (yards)	0	310	0
Central Business District Sweeps	0	2	0
Complete Village Sweeps	0	1	0
Parking Lot Sweeps	0	0	0
Street Light Poles Repaired	4	0	4
Request For Services Completed	90	90	90
Sump pump issues	54	47	54
Pool maintenance (Man hours)	0	0	0
Parkway Restorations	11	2	11
Parking meters	0	225	0
Special Events	20	41	20
Hauling to dump	2	2	2

Significant issues for this month:

- Public Services completed 11 plowing and salting callouts for snow and ice events in January. A total of 407.25 tons of rock salt was used in during these events.
- The Roadway Division completed 90 service requests in January.
- Public Services filled potholes in miscellaneous problem and complaint areas and water main breaks using 6.35 tons of cold patch.



Village of Hinsdale Department of Public Services Forestry Division Monthly Report – January 2018

Trees pruned by Village Staff:

- Small tree pruning (diameter 10 inches and less) of 79 trees.
- Completed 5 resident tree work requests, pruning 13 trees.

Trees pruned by contractor (diameter 10 inches and above):

• The pruning program has begun. The area of the Village that will be pruned this cycle is encompassed by South County Line Road on the West, Columbia Avenue on the East, Highland Road on the North and 55th Street on the South. The second area is encompassed by Madison Street on the West, South County Line Road on the East, 55th Street on the North and 59th Street on the South. Forestry staff estimates over 1,000 public trees will be pruned in this winter. As of January, 159 trees have been pruned.

Trees removed by Village Staff:

- 20 public trees were removed in January.
- 194 public trees were removed by staff this fiscal year.
- 7 public trees are currently scheduled for removal by staff.

Trees removed by contractor:

- Elm − 0
- Ash 1
- Other 1
- 76 public trees were removed by contractor this fiscal year.
- 4 public trees are currently scheduled for removal by contractor.

Ash trees infested by Emerald Ash Borer("EAB") detected by Village Staff:

- 5 public eab positive ash trees detected in January; 48 eab positive ash trees were detected this fiscal year.
- 0 private eab positive ash trees detected in January; 11 eab positive ash trees were detected this fiscal year.

Ash trees removed:

- 6 ash trees were removed this month (5 Village / 1 Contractor).
- 215 ash trees were removed this fiscal year (113 Village / 102 Contractor).
- 1400 ash trees have been removed since February 2011 (1147 EAB Positive).



Elm diseased trees detected by Village Staff:

- 0 public ded positive elm trees detected in January; 11 ded positive elm trees detected this fiscal year (16 treated/6 untreated).
- 0 private ded positive elm trees detected in January; 54 ded positive elm trees detected this fiscal year.

Elm trees removed by Village Staff:

- 0 diseased trees
- 0 storm damaged trees

Elm trees that have had diseased limbs removed (amputations):

0 parkway trees

Elm trees that have been inoculated for prevention of Dutch elm disease:

• 0 American elms have been treated in January. 0 American elms have been treated this year.

Tree stumps removed by Village Staff:

• 0 parkway stumps were routed, the mulch was removed and the parkway restored with top soil and grass seed.

Trees Planted:

- 0 trees were planted through the Village's planting program so far this year.
- 0 trees were planted through the Tribute Tree Program so far this year.
- 0 trees were planted through the Resident Reimbursement Program so far this year.

Other:

- Village crews removed the Village's holiday decorations. Over 190 wreaths were removed in and around the central business district, Burlington Park, the Memorial Building and Katherine Legge Memorial Park.
- Village staff completed training on harassment in the workplace and lock out tag out training.
- The Village Superintendent of Parks and Forestry met with representatives from Commonwealth Edison to review potential tree conflicts with the proposed utility improvements on South County Line Road.
- Staff reviewed and commented on 6 tree preservation plans submitted for building permits.



Tree Preservation (Public Services)

Activity Measures

	January 2018	Previous Mo	YTD 2018
Tree Pruning Contractual	159	0	159
Tree Pruning In-House	13	0	13
Small Tree Pruning In-House	79	0	79
Tree Removal Contractual	2	0	2
Tree Removal In-House	20	0	20
Trees Planted	0	0	0
Elm Trees Treated	0	0	0
Dutch Elm Disease Losses (Private)	0	0	0
Elm Losses (Public)	0	0	0
Ash Trees Treated	0	0	0
Ash Tree Removal - EAB (Private)	0	0	0
Ash Tree Removal – EAB (Public)	In-House 5	In-House 0	In-House 5
Note: since Feb 2011, 589 public Ash trees have been removed	Contracted 1	Contracted 0	Contracted 1
Tree Preservation Plan Reviews	6	0	6



Village of Hinsdale Department of Public Services Parks Maintenance Division Monthly Report – January 2018

Activity Measures

Jan	uary Tot	al	
Job Task	Hours	Accomplished	Units
Admin	21	21	Hour
Clean Bathroom	27	26	Each Bathroom
Refuse Removal	9	48	Each Can
Fountain Maintenance	0	0	Hour
Litter Removal	11	11	Hour
Weed Removal	0	0	Hour
Brush Pick Up	7.5	7.5	Hour
Athletic Field Striping	0	0	Each Field
Infield Maintenance	0	0	Each Field
Athletic Goal/Net Maintenance	24	60	Each Goal
Turf Repair/Sod Installation	0	0	Hour
Aeration	0	0	Hour
Overseeding	0	0	Lbs of Seed
Turf Evaluation/Soil Testing	0	0	Each
Hardwood Mulch Installation	0	0	Cubic Yard
Leaf Mulching	0	0	Hour
Mowing	0	0	Hour
Land Clearing	0	0	Hour
Planting Bed Preparation	0	0	Each Bed
Plant Installation/Removal	0	0	Hour
Flowering Bulb Installation/Removal	0	0	Hour
Tree and Shrub Maintenance	45	34	Each
Fertilization	0	0	Hour
Watering	0	0	Hour
Pest and Weed Control (chemical)	0	0	Hour
Irrigation Start Up (spring)	0	0	Each
Irrigation Repair	0	0	Each
Irrigation Winterization	0	0	Each
Playground Maintenance/Repair	2	1	Hour
Playground Inspection	0	0	Each
Playground Mulch Installation	0	0	Cubic Yards





Holiday Decorating	26.5	26.5	Hour
Platform Tennis Repairs	12	5	Each
Special Events	0	0	Hour
Building Maintenance	19	19	Hour
Equipment/Vehicle Maintenance	21.5	9	Each
Training/Education	0	0	Hour
Skate Park Maintenance	0	0	Hour
Ice Rink Maintenance	47	47	Hour
Miscellaneous	45.5	45.5	Hour

Parks Maintenance Monthly Highlights – January 2018

Contractual Maintenance

- Landscape Maintenance and Mowing
 - This contract will begin in April of 2018.
- Rain Garden Maintenance
 - Spring clean-up is scheduled for April of 2018.

• General Park Maintenance

- Bathroom Shelters (KLM and Burns Field)
 - Cleaned Monday Friday.
 - Remained open to accommodate winter activities.

Athletics

- o Ice Rink
 - Burns Field's ice rink was regularly maintained.

Other

- Public Services crews removed the Village's holiday decorations. Over 190 wreaths were removed in and around the business district, Burlington Park, the Memorial Building and Katherine Legge Memorial Park.
- Village staff completed training on harassment in the workplace and lock out tag out training.
- Village staff completed a weekend bathrooms and refuse walkthrough with potential vendors to solicit pricing.



Village of Hinsdale Department of Public Services Buildings Maintenance Division Monthly Report – January 2018

Building Security and Fire Suppression

- Worked with Tyco to test the electronic fire alarms at the Public Services Garage and KLM Humane Society office building.
- Worked with Tyco to repair a strobe head at the KLM Paddle Hut building for the fire alarm.
- Checked heat tapes at the Pool for the sprinkler fire suppression system and drain any condensate water out of the pipes.
- Repaired the emergency lighting units at the KLM Humane Society and the Burns Field Warming House buildings.
- Repaired the air line on the compressor that works with the fire sprinkler system at the Village Hall.

HVAC

- Obtained proposals to replace the A/C cooling system at the Water Plant Lab.
- Worked at the Police and Fire building to make repairs to the heating boiler.
- Checked heat in all Village facilities daily to assure all systems are in functioning properly.
- Replaced air filters and checked operation of furnaces at Burns Field Building and KLM Humane Society office.
- Worked on steam boilers at the Village Hall and set up new boiler chemical and start new test kit. Staff monitored the boiler water as needed.

General Maintenance

- Worked with Pro-One Builders at the Village Hall to install the new door and frame in the lobby hallway.
- Worked with Steve Collins to have the Village Hall windows repaired and replaced the counter balancers.
- Worked at the Police Station to remove the light fixtures out of the jail cells and fabricated a metal plate to cover the existing holes.
- Repaired light fixtures, replaced lamps and cleaned fixtures at various locations, such as the Village Hall, Burns Field, Robbins Park and Memorial Hall.
- Removed and disposed of Village holiday decorations.

VILLAGE OF Linsdale Est. 1873

MEMORANDUM

- Worked on repairing the carpet tile threshold at the Katherine Legge Memorial Lodge.
- Checked the building generators at the Police and Fire building and replaced the exercise cycle battery.
- Cleaned out the Scout Room Closet to obtain the wall covering for the Village Hall door project.
- Conducted building inspections and checked all fire extinguishers.
- Worked with a contractor to have the Public Services overhead door sections replaced in the lower garage bay.

Administration

- Reviewed and facilitated the Custodial Bid #1639.
- Continued to review the Buildings Maintenance budget.



Village of Hinsdale Department of Public Services Water Division Monthly Report – January 2018

Water Activity Measures

Standard Tasks	January 2018	Prev Mo	YTD 2018
Utility Locates (JULIE)	248	280	248
B-Box/Service Locates	281	344	281
Water Mains Located	109	112	109
Main Break Repairs	13	3	13
B-Box/Service Repairs	1	3	1
Hydrants Replaced/Repaired	2	1	2
Service Connections/Inspections	1	0	1
Valve Installations/Repairs	1	0	1
Valves Exercised	15	0	15
Valves Located	24	2	24
Leak Investigations	15	4	15
Hydrants Flushed	7	1	7
High Bill Investigations	6	6	6
Water Fountains Serviced/Replaced	0	0	0
Disconnect Inspections	3	2	3
Meter Repairs	6	16	6
Meter/Remote Installs	11	9	11
Meters Removed	6	8	6
Meter Readings	20	44	20

Significant issues for this month:

Water Main Break Repairs

January 2018	Prev Mo	YTD 2018
13	3	13





January Water Main Break Locations

<u>Date</u>	<u>Address</u>	Pipe Size/Type	Air Temp.	<u>Duration</u>
1/1/18	950 S. Oak	8" Cast Iron	0	4hrs
1/3/18	510 N. Garfield	4" Cast Iron	12	5hrs
1/3/18	850 N. Washington	6" Cast Iron	7	5hrs
1/4/18	207 N. Elm	8" Cast Iron	4	8hrs
1/5/18	632 W. 58th St.	6" Cast Iron	7	6hrs
1/5/18	500 E. Ogden	6" Cast Iron	3	5hrs
1/6/18	302 S. Grant	4" Cast Iron	26	4hrs
1/9/18	317 E. Chicago	4" Cast Iron	6	5hrs
1/11/18	Chestnut & Grant	8" Cast Iron	54	7hrs
1/11/18	Justina & Hickory	6" Cast Iron	17	10hrs
1/12/18	444 E. Ogden	6" Cast Iron	9	6hrs
1/16/18	22 S. Monroe	4" Cast Iron	24	4hrs
1/23/18	635 W. North	4" Cast Iron	37	5hrs



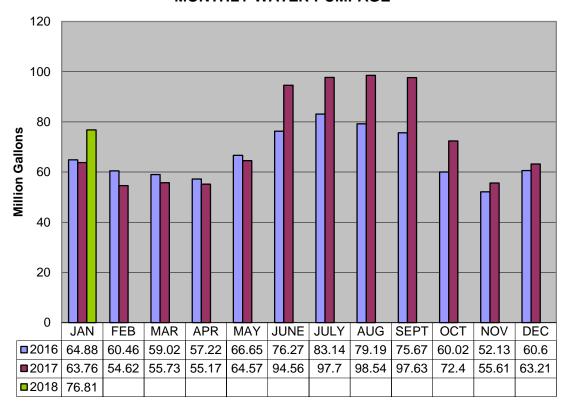
Village of Hinsdale Department of Public Services Sewer Division Monthly Report – January 2018

Sewer Activity Measures

Standard Tasks	January 2018	Prev Mo	YTD 2018
Catch Basins Replaced/Repaired	0	0	0
Inlet Replaced/Repaired	0	1	0
Manhole Replaced/Repaired	0	0	0
Catch Basins/Inlets Cleaned	1	7	1
Sewers Cleaned (feet) In-House	0	0	0
Sewers Cleaned (feet) Contractor	0	53,667	0
Sewers Televised (feet) Contractor	0	0	0
Sewers Replaced/Repaired (feet)	0	0	0
Sewer Mains Located	3	4	3
Back-up Investigations	3	0	3
Manholes Located	7	9	7
Cave-ins Checked	0	0	0
Sewer Inspections	0	0	0
IEPA sampling due to overflow event of combined sewers (Veeck CSO)	0	0	0



MONTHLY WATER PUMPAGE



January 2018

Standard Tasks	Check Oil, Grease Fittings, Rotate Shafts(Weekly)	Bacteria Sampling
High Service/Pool Pumps #1, #2, #3, #4	✓	N/A
Well Pump Motors #2, #5, and #10	✓	✓

Standard Tasks	January 2018	Prev Mo
Bacteria Samples	24	24
Field Chlorine	21	21



Field Turbidities	21	21
Lab Chlorine	26	25
Lab Turbidities	26	25
Lab pH	26	25
Lab Fluoride	26	25
Precipitation Readings	0	0
Temperature Readings (air)	26	25
Temperature Readings (water)	31	31
DBP Samples	16	0
Pumps Serviced	11	11
Special Well Samples	0	0
Lead and Copper	0	0