



MEETING AGENDA

**SPECIAL MEETING
VILLAGE BOARD OF TRUSTEES
Thursday, August 3, 2017
7:30 P.M.
MEMORIAL HALL – MEMORIAL BUILDING**

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. APPOINTMENTS TO BOARDS AND COMMISSIONS**
- 4. CITIZENS' PETITIONS** (Pertaining to items appearing on this agenda)*
- 5. DISCUSSION ITEMS**
 - a) Discussion & consideration of parking deck cost estimates

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 & Public Services (Chair Byrnes)

- a) Approval of Memorandum of Understanding (MOU) between Community Consolidated School District 181 and the Village of Hinsdale – Parking Deck Construction Project

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 July 11, 2017 through July 18, 2017, in the aggregate amount of \$1,096,994.13 as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk***

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.*****

Environment & Public Services (Chair Byrnes)

- a) Approve a request from Bulley & Andrews for a waiver of the 8:00 a.m. construction start time to 7:00 a.m. Monday through Friday****

9. OTHER BUSINESS

10. NEW BUSINESS

11. CITIZENS' PETITIONS (Pertaining to any Village issue)*

12. TRUSTEE COMMENTS

13. CLOSED SESSION– 5 ILCS 120/2(c) (1)/(2)/(3)/(5)/(8)/(11)/(21)

14. 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.

******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>

REQUEST FOR BOARD ACTION
Administration

AGENDA SECTION: Village President's Report

SUBJECT: Appointments to Boards and Commissions

MEETING DATE: August 3, 2017

FROM: Christine Bruton, Village Clerk 

Recommended Motion

Approve the appointments to Village Boards and Commissions, as recommended by the Village President.

Background

Due to the expiration of terms and/or resignations, vacancies can occur on any given Board or Commission. The Village President, with the advice and consent of the Village Board, has the authority to make appointments, and makes every effort to fill these vacancies in a timely fashion with qualified, committed volunteers.

Discussion & Recommendation

The following individual has agreed to serve as noted below:

Historic Preservation Commission

Ms. Sandy Williams appointed to a 3-year term through April 30, 2020

Budget Impact

N/A

Village Board and/or Committee Action

N/A

Documents Attached

1. Applications and resumes (provided confidentially to Village Board of Trustees)

Administration

AGENDA SECTION: Agenda Section – Discussion Item

SUBJECT: Discussion and Review of HMS Parking Deck Costs and Options

MEETING DATE: **August 3, 2017**

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

Background

In the fall of 2016, the Village Board considered entering into an agreement with School District 181 to build a parking deck in conjunction with the Hinsdale Middle School (HMS) reconstruction project. The Village Board (Board) and the School District (District) agreed, that in lieu of a surface lot, both the Village and the District would utilize a parking deck. It was contemplated that the Village would construct a parking deck at the Village's expense and the District would enjoy its use in exchange for a contribution to the Village for the cost of what the District would have expended on a surface lot. To maintain continuity in the structures and ensure a complementary design, the Village utilized the District's architect, Cordogan and Clark (CAC) and the District's construction company, Bulley and Andrews (BA). The Village received two parking deck cost estimates from CAC and BA that were considered by the Board and the community in February and March of 2017. One deck provided for 230 spaces at a cost of \$2.78 million and a larger sized deck consisting of 319 spaces at a cost of \$4.53 million. The costs and size of the two deck options were considered by the Village Board and community.

The Village Board, after receiving community input, approved moving forward working with providing the community the larger deck option at an estimated cost of \$4.53 million.

The estimate for the larger deck remained unchanged from October 2016 until June 28, 2017, when the Village received a revised budget estimating the Village's cost of constructing the large parking deck at \$4.8 million. On July 11, 2017, the estimate was again revised to \$5.4 million. The Village then retained the services of the Concord Group, a construction estimating firm specializing in determining construction cost and budgetary reviews to evaluate the accuracy of the construction estimate for the larger deck option.

The push to vet the budget estimates was predicated on the District's request that the Village approve bid awards for the excavation of the foundation. The foundation excavation is the first step in the construction process as the foundation that abuts the parking deck needed to be deeper than originally anticipated. This additional excavation cost was estimated to be at \$700,000+, which was much higher than the original cost estimates. As this is the first step in the construction process, the District indicated that there was some exigency to this decision as any construction delay for any reason could impact the anticipated opening of the new HMS in the fall of 2018.

On July 11, 2017, the Village approved the foundation and excavation work contingent upon prior approval of the Memorandum of Understanding (MOU) with the District and further design and cost verification by the Village's Owners Representative Doherty and Associates and the Concord Group. A special Village Board meeting was set July 20, 2017 to approve the MOU (passed by School District on July 14, 2017) and the expenses associated with the foundation excavation work.

On July 19, 2017, the Concord Group conducted a "reconciliation" process to review and discuss their initial findings with the Village's owner's representative Doherty and Associates, CAC, BA and a representative from School District 181. The consensus of the parties was that the budget for the large deck should be \$6.6 million. Planter boxes were removed from the design in place of a lesser expensive alternative bringing cost estimates for the larger deck \$6.2 million.

The July 20, 2017 Board meeting was cancelled and the Village advised the District that the Village wished to verify the estimated budget the Village had received for the smaller deck option (estimated at \$2.78 million). The Village felt this step was necessary due to the large deck cost exceeding previous the previous estimate by \$1.67 million.

The Concord Group is currently in the process of reviewing the small deck plans and a revised budget of \$5 million the Village received from BA on July 25, 2017. The Concord Group has scheduled a reconciliation process for the small deck for the morning of the August 3, 2017, Special Board meeting.

Discussion & Recommendation

The choice to build a larger deck was predicated on the decision to maximize an opportunity. The larger deck estimated budget that was presented to the Village by BA and CAC reflected a budget of \$4.5 million. Village staff reviewed the budgetary impact the large deck in conjunction with other Village projects and determined that the \$4.5 million expense was something that the Village's budget could responsibly absorb.

Village Staff is requesting that the Board, in light of the significant change in the budget estimate, re-affirm its previous decision of March 2017, wherein the Board approved construction of a larger deck providing 319 spaces overall (189 lower deck for Village use) at the cost of \$4.5 million. If the Board, is not in agreement that the Village continue to move forward with a larger deck option, Staff requests that the Board provide direction for Village Staff to work with the District toward the smaller deck option providing 248 spaces (115 spaces lower deck for Village use) at an estimated cost of \$5 million (the \$5 million budget estimate is currently being reviewed by the Concord Group).

The District has agreed that if the Board can approve the excavation and foundation work for either a large or small deck by August 9, 2017 the District's construction schedule will not be adversely impacted.

Budget Impact

Attached is a worksheet prepared by the Village's Finance Director, Darrell Langlois that reflects the impact of the change in the cost of the parking deck estimates for both the larger and smaller deck options. The following are the key assumptions:

- Bond proceeds and debt service payments have been updated based on the recent bond sale results
- The costs of the accelerated program were updated in the middle of June based on the actual project award to ALamp Construction the accelerated work this year (certain expenses decreased) and further refinement of the project costs in future years (costs increased due to additions to the programs that include the use of concrete versus asphalt on certain highly travelled roadways). The costs in the projections are consistent with the PowerPoint presentation that was sent to the Board in June.
- Beginning in 2018, there is an assumed increase in revenue from the Water Fund of \$338,722 (based upon an increase in water rates or a fixed access fee or combination thereof) to provide the appropriate Water Fund contribution to Master Infrastructure Improvement Plan (MIP) work to at least \$1 million. At the inception of the MIP a Water Fund contribution of \$1.5 million was assumed; this target amount was reduced to \$1.25 million in 2012. Due to declines in water sales only \$661,278 is budgeted this year. The Finance Commission is aware of this matter and is currently reviewing water rates; a recommendation is expected before the end of the year.
- The attached funding plan includes the accelerated infrastructure work and the parking deck along with balancing the additional spending with projections to provide the Village contingencies in the event that there should be an unanticipated reduction to Village revenues. For example, the Tollway Oasis revenue may be reduced. If the Village were to lose revenue, the reduction would likely come from the general fund contingency. A general fund transfer could be made in order to maintain the operating budget. In FY 2022, the financing plan assumes a \$200,000 reduction just in case this were to occur.

At the present time the Village is faced with a decision on whether to proceed with the larger or smaller deck in light of the increase in budget estimates. To illustrate the cost impact of the parking garage decisions on the overall program, I have projected the infrastructure financing plan under both options. Key assumptions include:

For the larger deck (319 total spaces with +/-189 on the lower level):

- Cost would be \$6.2 million, with the timing of the expenditures projected by the Village's consultant on the project
- At the end of FY 2019 there is an ending balance of only \$239,689; assuming that the cost of the parking deck and infrastructure work come in right at budget, the ending fund balance amount is too low to make the actual payouts as they occur and would likely require changing the bond issuance schedule, such as selling \$12 million in bonds next year and then \$8 million the final year. A \$12 million bond issue would not be "bank qualified", which would have a small impact on the interest rate of the bonds.

- Due mostly to the cost of the larger deck, there is an accumulated deficit of \$2.2 million at the end of FY 2020 that may need to be addressed. The actual amount of any deficit could be impacted (up or down) by actual project costs or additional general fund surpluses, but could require selling bonds that would result in the need for the Village to issue in excess of \$30 million to complete the accelerated road improvements and the parking deck.
- If additional bonds need to be sold, \$1.2 million of the cost would be attributable to the incremental cost of the larger deck vs. the smaller deck. The incremental annual debt service cost on \$1.2 million is about \$80,000 per year for 20 years.
- The deficit could also be addressed by the Village not planning infrastructure work in calendar year 2021 in order to “catch up”. Whether no work is scheduled in 2021 or more bonds (which adds debt service cost) are sold, the additional cost of the larger garage will have some impact on the amount of road work that might be completed in the Village.

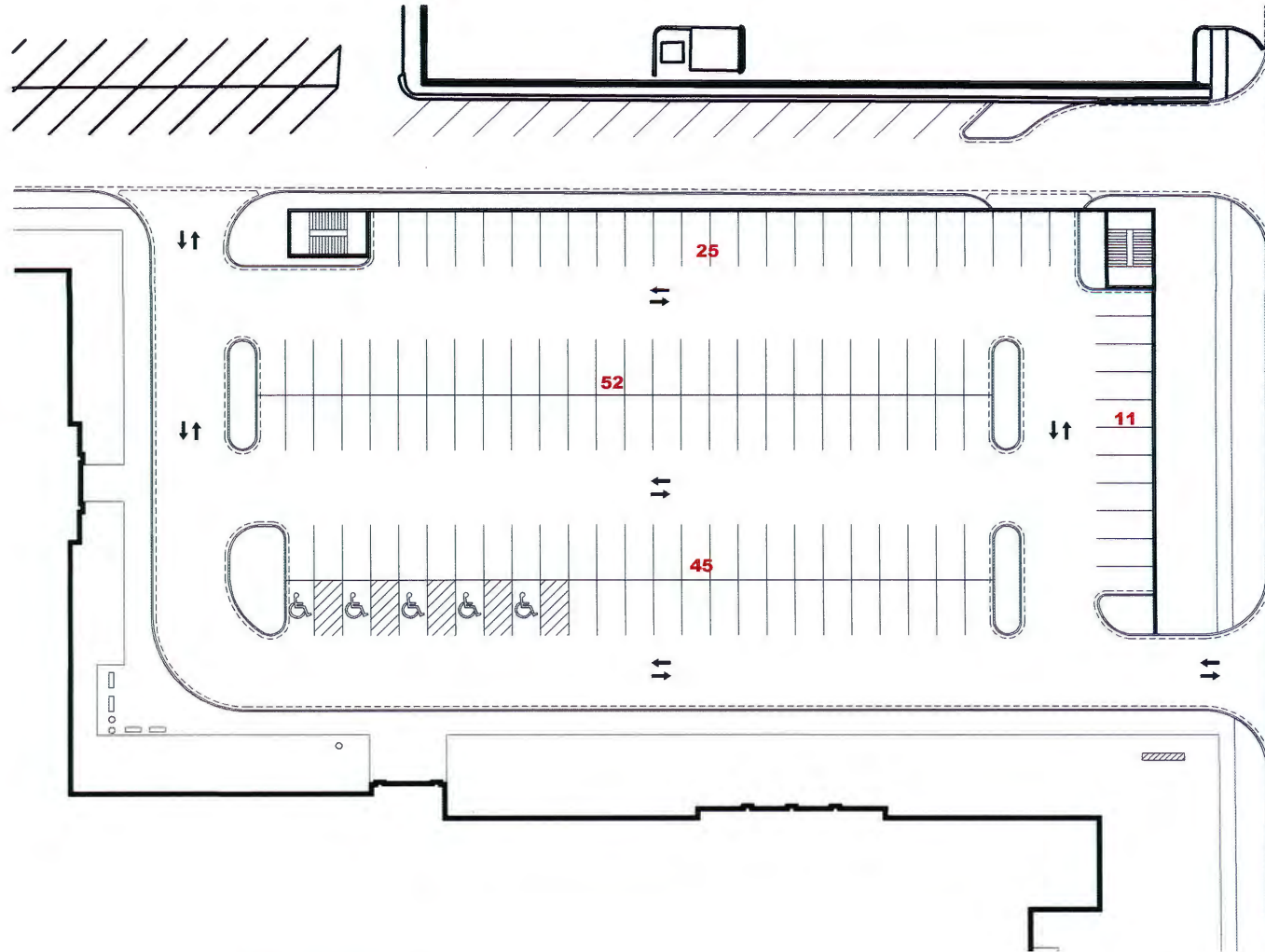
For the smaller garage (248 total spaces with 115 on the lower level):

- Cost would be \$5.0 million (unverified budget estimate), with the timing of the expenditures projected by the Village’s consultant on the project
- The ending fund balance for FY 2019 is \$1.4 million vs. only \$239,689 for the smaller deck; this will lessen the chance of the Village having to sell more than \$10 million in bonds for FY 2019 solely because of cash flow timing.
- Due mostly to the cost savings for the smaller deck, the accumulated deficit at the end of FY 2020 is reduced from \$2.2 million to \$1 million. The manner in which the deficit would be addressed is the same as the larger deck, but there is a greater likelihood that the smaller deck would be built and the accelerated road program completed within the original estimated financing plan of selling up to \$30 million in bonds.

Documents Attached

1. Financial Projections
2. Large and Small Deck Drawings
3. President Cauley Letter to District 181 Board President Burns
4. Jennifer Burns Letter to President Cauley

Large deck upper level.



TOTAL UPPER LEVEL = 133 Spaces

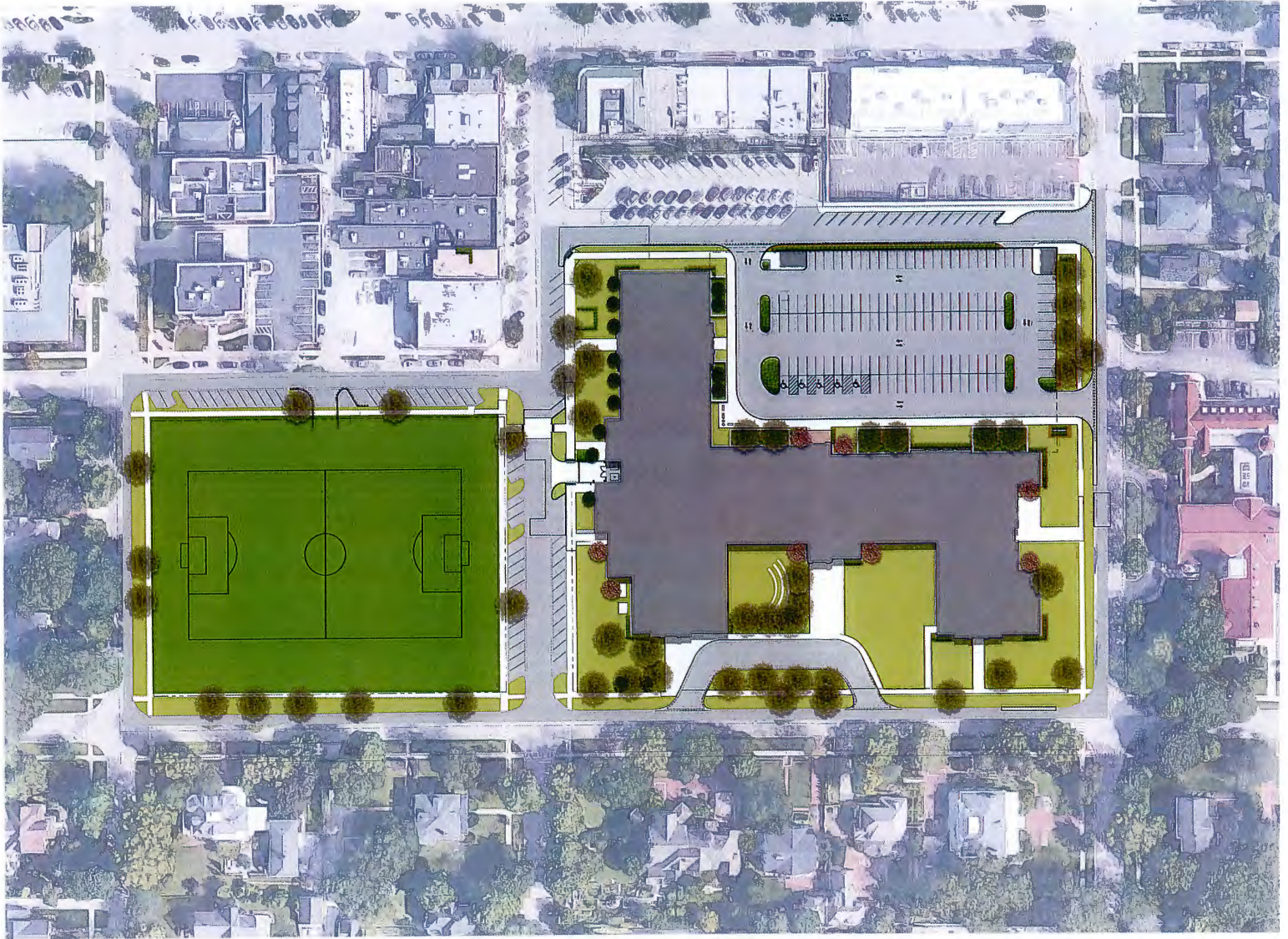
9' x 18' Stall Sizes Option

TOTAL DECK SPACES = 319

[illegible]

319 TOTAL SPACES

Small deck - surface level





19 East Chicago Avenue
Hinsdale, Illinois 60521
(630) 789-7000
www.villageofhinsdale.org

July 27, 2017

President Jennifer Burns
School Board President, Board of Education
Community Consolidated School District #181
115 West 55th Street
Clarendon Hills, IL 60514

Dear President Burns,

At this point, I think it is important to summarize for you the relevant history to date of the Village of Hinsdale's undertaking to build a parking deck as part of the Hinsdale Middle School reconstruction project.

As you know, parking in downtown Hinsdale has been a problem for many years. From the Village's perspective, the loss of even a single parking space in downtown Hinsdale is a cause for concern. As I am sure you can appreciate, the Village became extremely concerned about parking in downtown Hinsdale when it learned of the School District's plans to build a new Middle School that eliminated approximately 50 Village parking spaces from the parking lot on Washington Street. Consequently, from the Village's perspective, a parking deck has always been an essential component of the Middle School reconstruction project. In my view, it is highly unlikely that the current design for the new Middle School would ever have been approved by the Village Board without the inclusion of the parking deck as part of the new Middle School reconstruction project.

At the outset of our collaboration on the parking deck as part of the Middle School reconstruction project, the Village and the School District jointly determined that it would be most efficient for the Village to utilize the services of the School District's architect, Cordogan and Clark ("Cordogan"), and the School District's construction manager, Bulley and Andrew ("Bulley"), to provide the Village with cost estimates for the construction of a parking deck. Both the School District and the Village agreed that Cordogan and Bulley should provide the cost estimates for the parking deck because they were most familiar with the new Middle School reconstruction project.

In October 2016, Cordogan and Bulley provided the Village with cost estimates for two parking deck options: Option 1: a larger deck option, providing 319 spaces, at

an estimated cost of \$4.5 million, and Option 2: a smaller, 230-space deck, at an estimated cost of \$2.7 million. The Village Board relied upon Cordogan's and Bulley's cost estimates when it held a public meeting in February of 2017 to receive input from the community concerning which deck size the Village should pursue. The Village Board, after receiving community input, formally approved moving forward with the larger deck option, at an estimated cost of \$4.5 million, at its Board meeting on March 7, 2017. As you know, the \$4.5 million cost estimate that Cordogan and Bulley provided to the Village for the 319-space parking deck was never once changed or updated during the eight-month period from October 2016 until June 28, 2017. Nor did anyone from Cordogan or Bulley ever suggest to me or to the Village staff prior to June 28 that the \$4.5 million cost estimate for a 319-space deck was not a reliable estimate, or that the cost of a 319-space deck could likely be significantly more than \$4.5 million.

As you know, the School District followed approval processes with the Zoning Board of Appeals (ZBA) and Plan Commission (PC). Initially, the School District submitted and received approval for a surface parking lot in conjunction with the Hinsdale Middle School reconstruction project, with the understanding that the Village and the School District would modify the plans later to include a parking deck. The approval for the construction of a surface parking lot was, as was planned, later modified when the Village and the School District made a joint application before the ZBA and PC for a Major Adjustment Ordinance to include a 319-space parking deck as part of the project. That Major Adjustment Ordinance was ultimately approved by the Village Board. The Village's application for the Major Adjustment Ordinance to include a 319-space parking deck, and the Village Board's approval of that ordinance, were both based upon Cordogan's and Bulley's \$4.5 million cost estimate for the Middle School reconstruction project. The Major Adjustment for the inclusion of a 319-space parking deck superseded the original plans for the Middle School reconstruction project, which provided for only a surface lot. In other words, at this point, there is no approval for a surface lot as part of the Middle School reconstruction project; the only Village-approved project includes a 319-space parking deck.

On June 28, 2017, the School District for the first time advised the Village that the first expenditures for the new Middle School project, which related to the new school's foundation, would need to come from the Village, not the School District, because those costs related to the parking deck. According to the School District, the Village needed to immediately approve construction costs for the foundation so as not to delay the School District's construction schedule. The foundation work is estimated to cost approximately \$800,000. To the Village's surprise, costly aspects of that foundation work were not included in Cordogan's and Bulley's \$4.5 million cost estimate, yet the Village is being asked to pay those costs immediately. The additional foundation expenses were based on the structural engineer's determination that the new Middle School structure and the parking deck each needs to be self supporting, and thus an expensive retaining wall is required. Cordogan's and Bulley's \$4.5 million cost estimate incorrectly contemplated that the two structures would simply be anchored together, and they did not include the costs necessary to make the two structures self supporting. Still more surprisingly to me, the structural engineer specifically advised me that it would be impossible for the two structures to be anchored together (as Cordogan

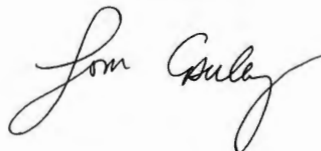
and Bulley assumed in their \$4.5 million cost estimate) and that such an approach was never even a consideration.

Since June 28, 2017, we have come to learn that a realistic cost of a 319-space deck is not \$4.5 million, as Cordogan and Bulley have represented since October 2016, but instead is well over \$6 million. Due to the unreliability of Cordogan's and Bulley's original cost estimates, the Village at its own expense, contracted with the Concord Group, a firm specializing in construction estimating, to perform a third-party estimate of the cost of a 319-space deck, as well as the cost of a smaller deck. Once we have reliable cost estimates for both the larger and smaller deck, we plan to call a Village Board meeting to discuss (once again) whether Hinsdale should build the larger deck or the smaller deck.

While the Village remains committed to providing the community with a parking deck in conjunction with the Middle School reconstruction project, we need to go back to the community and the Village Board with realistic cost estimates. Once we receive realistic costs estimated for a larger and smaller deck, and allow sufficient time for community input, the Village Board will act promptly so as to not delay the School District's construction schedule. But, as I am sure you can understand, we will not act until we have realistic cost estimates.

The Village looks forward to continuing its collaborative efforts to honor our joint commitment to bring a much needed parking deck to the community. The Village was, and continues to be, sensitive to the time constraints placed on the School District and recognizes it is mutually beneficial to the School District and the Village that the new Hinsdale Middle School be open on or about the targeted date of August 2018.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Tom Cauley". The signature is fluid and cursive, with the first name "Tom" and last name "Cauley" clearly distinguishable.

Tom Cauley
Village President

CC: Dr. Don White, Superintendent

FROM THE DESK OF

JENNIFER BURNS

July 29, 2017

President Tom Cauley
Village of Hinsdale
19 East Chicago Avenue
Hinsdale, Illinois 60521

Dear President Cauley,

Thank you for summarizing the history of the Village of Hinsdale's undertaking to build a parking deck as part of the Hinsdale Middle School reconstruction project. While I have been a Board of Education member for the duration of this project, I was not directly involved in this work until becoming Board President in May 2017. I appreciate the background information your letter provided.

That said, pending the D181 administration and Board review of relevant documents, I respectfully disagree with a number of the assertions included in your letter, including:

- *The "elimination of 50 Village parking spaces" and a parking deck as an "essential component" of the HMS project* - While the District remains committed to helping the Village address Hinsdale's parking issues, the District serves residents of Clarendon Hills, Oak Brook, Burr Ridge, and Willowbrook in addition to those of Hinsdale. As fiduciaries for all these communities, the D181 Board must consider the interests of all constituencies in its decision making. As indicated in the Memorandum of Understanding signed by the D181 Board on July 14, 2017, a parking deck has been "proposed" in place of the originally planned surface parking lot. To meet the needs of all D181 constituencies and in lieu of a surface parking lot, a parking deck must be in the best financial interest of the District and must not hamper the progress of the construction of the middle school.
- *October/November 2016 parking deck options, sizes and budgets* - Unfortunately, discussions of parking deck options predated my involvement and I am unable to find a written summary of said discussions. However, according to VBoT meeting minutes and posted documents, options were presented and discussed at the November 15, 2016 meeting. At this meeting, a memo from Cordogan Clark referenced a proposed deck with a maximum of +/-243 vehicles, with 123 allocated for District use (implying 120 parking spots for Village use). Meeting minutes include a reference to budgets of (1) \$4.5M for the originally proposed deck and (2) \$2.7M for a smaller option with 68 spaces for the Village.

- *February-April 2017 parking deck options, sizes and budgets* - At the February 7, 2017 VBoT meeting, you presented trustees with the choice of investing "in a full lower deck with 185 parking spaces at a cost of \$4.5M or a partial deck with 118 spaces at a cost of \$2.78M." Minutes for the March 7, 2017 VBoT meeting indicate that a plan for a 312 space parking deck was approved at a cost of \$4.53M. In my review, the first mention of a parking deck with 319 spaces was in the ZBA minutes from the April 19, 2017 meeting.

Beginning as early as November and continuing throughout the zoning review process, there appears to be an ongoing shift in the size of the parking deck options as well as other scope additions, including: a second stair tower, sprinkler system, planters, and security. All of these scope changes occurred, as you correctly stated, without any related increase to the budget. Clearly, all of these changes had an impact on both the budgeting process and timing of the overall project, and raised issues about which our respective boards need to be apprised.

Another subject requiring discussion by the full D181 Board is the IGA sent by the Village to the District administration on July 26, 2017. It is worth noting that the proposed terms of the IGA do not reflect the "Oak Park model" which was discussed and seemingly supported by you, Kathleen, Don and me during our conference call on July 25, 2017. Many of the terms introduced in the July 26th IGA have far-reaching financial implications and will require significant review not only by the full Board and administration but also the District's auditors and legal counsel. Given the timing sensitivity associated with the construction of the new middle school, I am concerned that this will be an issue.

Please understand that this letter reflects my thoughts, and are not representative of the full D181 Board, as the full Board has not yet had the opportunity to discuss your letter or the IGA as a group. It is also not meant to further the discussion of the issues you raise in either your letter or proposed IGA among D181 board members as such a discussion is limited to a public meeting. My response serves only to reserve the right for the full Board to discuss the issues you have raised in your letter and proposed IGA without slowing the HMS construction process.

I look forward to continuing our collaboration on this project and the speedy resolution of outstanding issues.

Sincerely,

Jennifer Burns, CCSD181 Board President

CC: Don White, CCSD181 Superintendent

Village of Hinsdale
Infrastructure Fund Summary
Accelerated Roadway Plan/Small Parking Deck
7/21/2017

Construction Year Fiscal Year	2017 FY 2018 B	2017 FY 2018 E	2018 FY 2019	2019 FY 2020	2020 FY 2021	2021 FY 2022	2022 FY 2023	2023 FY 2024	2024 FY 2025	2025 FY 2026	2026 FY 2027	2027 FY 2028	2028 FY 2029	2029 FY 2030
Revenues														
Recurring MIP Revenues														
Motor Fuel Tax	425,000	425,000	425,000	425,000	425,000	425,000	425,000	425,000	425,000	425,000	425,000	425,000	425,000	425,000
Utility Taxes	630,900	630,900	630,900	630,900	630,900	630,900	630,900	630,900	630,900	630,900	630,900	630,900	630,900	630,900
Non-Home Rule Sales Tax	1,624,000	1,624,000	1,624,000	1,624,000	1,624,000	1,624,000	1,624,000	1,624,000	1,624,000	1,624,000	1,624,000	1,624,000	1,624,000	1,624,000
Transfer From General Fund	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000
Possible Impact to MIP if lose the oasis						(200,000)	(200,000)	(200,000)	(200,000)	(200,000)	(200,000)	(200,000)	(200,000)	(200,000)
Water Operating Revenue Allocation	661,278	661,278	661,278	661,278	661,278	661,278	661,278	661,278	661,278	661,278	661,278	661,278	661,278	661,278
Potential Water Rate Increase to get capital contr to \$1.0 million			338,722	338,722	338,722	338,722	338,722	338,722	338,722	338,722	338,722	338,722	338,722	338,722
Total Recurring MIP Revenues	4,841,178	4,841,178	5,179,900	5,179,900	5,179,900	4,979,900	4,979,900	4,979,900	4,979,900	4,979,900	4,979,900	4,979,900	4,979,900	4,979,900
Other Revenues														
Sidewalk Contributions	305,000	305,000												
Grants	2,894,455	2,894,455												
Interest	4,500	4,500												
Bond Proceeds-net of issuance costs		9,800,000	9,800,000	9,800,000										
Expired IMRF Bond Debt Service (Corporate)			220,000	220,000		220,000	220,000	220,000	220,000	220,000	220,000	220,000	220,000	220,000
Expired W/S Bond Debt Service (Veeck Park)					500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000
Total Funds Available	8,045,133	17,845,133	15,199,900	15,199,900	5,899,900	5,699,900	5,699,900	5,699,900	5,699,900	5,699,900	5,699,900	5,699,900	5,699,900	5,699,900
Expenditures														
2017 Infrastructure Work	2,410,000	2,081,851												
CBD Sidewalks	200,000	200,000												
CBD Resurfacing	800,000	800,000												
50/50 Sidewalk Program	105,000	105,000												
2017 Accelerated Roadway Improvements		5,756,442												
2018 Accelerated Roadway Improvements (incl.concrete alt)			6,036,262											
2019 Accelerated Roadway Improvements (incl.concrete alt)				3,895,972										
2020 Accelerated Roadway Improvements (net of grants)					2,205,367									
MIP Resurfacing Program-Accelerated			3,143,778	2,049,782										
MIP Reconstruction-Accelerated			4,911,952	8,949,122										
Graue Mill Stormwater Management	2,794,455	2,794,455												
Graue Mill Stormwater Management-Village Contribution	104,000	237,000												
Oak Street Bridge	100,000	100,000												
Localized Drainage	40,000	40,000												
Oak Street Bridge Traffic Control	150,000	150,000												
Undesignated Improvements	1,997,086													
Downtown Parking Deck		600,000	3,920,000	480,000										
Total Infrastructure Improvements	8,700,541	12,864,748	18,011,992	15,374,876	2,205,367	-	-	-	-	-	-	-	-	-
Current Debt Service Obligations														
Interfund Loan Repayment	1,700,000	2,100,000												
2012A GO Bonds (\$5 m)	330,000	330,000	330,000	330,000	330,000	330,000	330,000	330,000	330,000	330,000	330,000	330,000	330,000	330,000
2014A GO Bonds (\$5 m)	362,000	362,000	362,000	362,000	362,000	362,000	362,000	362,000	362,000	362,000	362,000	362,000	362,000	362,000
IEPA Loans	218,600	218,600	218,600	218,600	218,600	218,600	218,600	218,600	218,600	218,600	218,600	218,600	218,600	218,600
New Debt Service														
New \$9.9 Bond Issue #1 used actual sale result, net int @ 2.99%			672,000	672,000	672,000	672,000	672,000	672,000	672,000	672,000	672,000	672,000	672,000	672,000
New \$9.9 Bond Issue #2 used actual 2017 sale result				672,000	672,000	672,000	672,000	672,000	672,000	672,000	672,000	672,000	672,000	672,000
New \$9.9 Bond Issue #3 used actual 2017 sale result					672,000	672,000	672,000	672,000	672,000	672,000	672,000	672,000	672,000	672,000
Total Debt Service	2,610,600	3,010,600	1,582,600	2,254,600	2,926,600	2,926,600	2,926,600	2,926,600	2,926,600	2,926,600	2,926,600	2,926,600	2,926,600	2,926,600
Total Expenditures	11,311,141	15,875,348	19,594,592	17,629,476	5,131,967	2,926,600	2,926,600	2,926,600	2,926,600	2,926,600	2,926,600	2,926,600	2,926,600	2,926,600
Excess of Revenues over Expenditures	(3,266,008)	1,969,785	(4,394,692)	(2,429,576)	767,933	2,773,300	2,773,300	2,773,300	2,773,300	2,773,300	2,773,300	2,773,300	2,773,300	2,773,300
Fund Balance, Beginning	3,844,596	3,844,596	5,814,381	1,419,689	(1,009,887)	(241,954)	2,531,346	5,304,646	8,077,946	10,851,246	13,624,546	16,397,846	19,171,146	21,944,446
Fund Balance, Ending	578,588	5,814,381	1,419,689	(1,009,887)	(241,954)	2,531,346	5,304,646	8,077,946	10,851,246	13,624,546	16,397,846	19,171,146	21,944,446	24,717,746

REQUEST FOR BOARD ACTION
Administration

AGENDA SECTION: Non-Consent - EPS

SUBJECT: Approval of Memorandum of Understanding between District #181 and the Village of Hinsdale regarding the Parking Deck

MEETING DATE: August 3, 2017

FROM: Kathleen A. Gargano, Village Manager
Bradley Bloom, Assistant Village Manager/Dir of Public Safety

Recommended Motion

Approve a Memorandum of Understanding (MOU) between Community Consolidated School District 181 and the Village of Hinsdale for the parking Deck Construction Project.

Background

At their meeting of July 11, 2017, the Board was presented with an item regarding the Village's commitment to reimburse School District #181 for the Village's cost share associated with construction of the new shared parking deck at Hinsdale Middle School located at 100 S. Garfield Street. In light of this request, and the substantial sum of money requested, the Board directed staff and the Village Attorney to develop a Memorandum of Understanding (MOU) between District #181 and the Village of Hinsdale to protect both parties as the parking deck construction project moves forward.

Attached is MOU that was approved and executed by the School District at its Special meeting Friday, July 14th. The MOU is intended to be temporary, and is a result of not having a formal agreement in place and the significant request made by the District that the Village expend funds.

Discussion & Recommendation

Staff recommends approval of the MOU between District 181 and the Village of Hinsdale.

Budget Impact

N/A

Village Board and/or Committee Action

Conceptual discussion of the contents of the MOU was discussed at the Village Board of Trustees meeting on July 11th. This document reflects the direction of the Board.

Documents Attached

1. Memorandum of Understanding

**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 _____ day of _____, 2017, by and between Community Consolidated School District 181 (the "School District"), located at 115 W. 55th Street, Clarendon Hills, Illinois and the Village of Hinsdale (the "Village"), located at 19 E. Chicago Avenue, Hinsdale, Illinois. Together the Village and the School District are the "Parties" and individually a "Party."

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

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
<u>Payment to Thatcher Foundation for earth retention system -</u>	<u>\$222,000</u>
Trade total:	\$719,440

FUNDS TO BE UTILIZED FOR OTHER PURPOSES:

Contingency -	\$21,583.20
Subcontractor Default Insurance -	\$ 7,913.84
<u>Bulley and Andrew (the School District's construction management firm) -</u>	<u>\$37,896.21</u>
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

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.

- 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:

Ms. Kathleen Gargano
Village Manager
19 East Chicago Avenue
Hinsdale, Illinois 60521
kgargano@villageofhinsdale.org

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

If to the Village, to:

Thomas K. Cauley
Village President
tcauley@sidley.com

Bradley Bloom
Assistant Village Manager
bbloom@villageofhinsdale.org

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

If to the School District, to:

Dr. Don White
Superintendent
115 W 55th Street
Clarendon Hills, IL 60514

If to the District, to:

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.
- 20) 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.

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

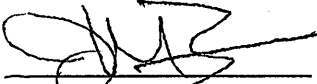
By: _____
Village President

Date: _____ 2017

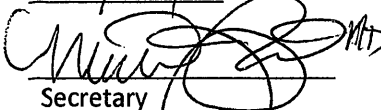
Attest: _____
Village Clerk

Date: _____ 2017

**COMMUNITY CONSOLIDATED
SCHOOL DISTRICT 181**

By: 
Board President

Date: 7/14 2017

Attest: 
Secretary

Date: 7/14 2017

REQUEST FOR BOARD ACTION
Finance

AGENDA SECTION: Consent – ACA

SUBJECT: Accounts Payable-Warrant #1631

MEETING DATE: August 3, 2017

FROM: Darrell Langlois, Assistant Village Manager/Finance Director

Recommended Motion

Move to approve payment of the accounts payable for the period of July 11, 2017 through July 18, 2017 in the aggregate amount of \$1,096,994.13 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 #1631 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 #1631

VILLAGE OF HINSDALE

ACCOUNTS PAYABLE WARRANT REGISTER #1631

FOR PERIOD July 11, 2017 through July 18, 2017

The attached Warrant Summary by Fund and Warrant Register listing TOTAL DISBURSEMENTS FOR ALL FUNDS of \$1,096,994.13 reviewed and approved by the below named officials.

APPROVED BY Dave Hinkle DATE 7/18/17
VILLAGE TREASURER/ASSISTANT VILLAGE MANAGER

APPROVED BY _____ DATE _____
VILLAGE MANAGER

APPROVED BY _____ DATE _____
VILLAGE TRUSTEE

Village of Hinsdale
#1631
Summary By Fund

Recap By Fund	Fund	1631A Checks	1631B Checks	ACH/Wire Transfers	Total
General Fund	10000	17,132.81	1,442.96	-	18,575.77
Capital Project Fund	45300	275,273.16	-	-	275,273.16
Water & Sewer Operations	61061	3,285.85	475,238.80	-	478,524.65
Water & Sewer Capital	61062	174,521.82	-	-	174,521.82
Escrow Funds	72100	-	-	-	-
Payroll Revolving Fund	79000	9,030.49	-	141,068.24	150,098.73
Library Operating Fund	99000	-	-	-	-
Total		479,244.13	476,681.76	141,068.24	1,096,994.13

Village of Hinsdale
Schedule of Bank Wire Transfers and ACH Payments
1631

Payee/ Date	Description	Vendor Invoice	Invoice Amount
Electronic Federal Tax Payment Systems 7/14/2017	Village Payroll #14 - Calendar 2017	FWH/FICA/Medicare	\$ 101,388.26
Illinois Department of Revenue 7/14/2017	Village Payroll #14 - Calendar 2017	State Tax Withholding	\$ 19,503.54
ICMA - 457 Plans 7/14/2017	Village Payroll #14 - Calendar 2017	Employee Withholding	\$ 15,265.64
HSA PLAN CONTRIBUTION 7/14/2017	Village Payroll #14 - Calendar 2017	Employer/Employee Withholding	\$ 4,910.80
Intergovernmental Personnel Benefit Cooperative		Employee Insurance	\$ -
Illinois Municipal Retirement Fund		Employer/Employee	\$ -
Total Bank Wire Transfers and ACH Payments			<u>\$ 141,068.24</u>

ipbc-general	-
payroll	<u>141,068.24</u>
	141,068.24

Village of Hinsdale
Warrant Register 1631B

Date 07/18/17

Voucher	Description	Invoice #	Amount	Check #
ALISON BROTHEN PETTY CASH			\$ 868.48	110726
DUPAGE WATER COMMISSION				
	June Water Charges	11812	\$ 475,238.80	110727
TIM MCELROY				
	July 4th parade exp reimb	71117	\$ 342.09	110728
TIM MCELROY PETTY CASH			\$ 232.39	110729
		<u>Total</u>	<u>\$ 476,681.76</u>	

WARRANT REGISTER: 1631A

DATE: 07/18/17

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
AFLAC-FLEXONE			
210105	AFLAC OTHER	071417000000000	\$294.77
210106	ALFAC OTHER	071417000000000	\$211.29
210107	AFLAC SLAC	071417000000000	\$220.03
Total for Check: 110730			\$726.09
COLONIAL LIFE PROCCESING			
210097	COLONIAL S L A C	071417000000000	\$45.18
Total for Check: 110731			\$45.18
ILLINOIS FRATERNAL ORDER			
210099	UNION DUES	071417000000000	\$688.00
Total for Check: 110732			\$688.00
NATIONWIDE RETIREMENT SOL			
210100	USCM/PEBSO	071417000000000	\$166.54
210101	USCM/PEBSO	071417000000000	\$1,105.00
Total for Check: 110733			\$1,271.54
NATIONWIDE TRUST CO.FSB			
210108	PEHP UNION 150	071417000000000	\$366.40
210109	PEHPPD	071417000000000	\$504.63
210110	PEHP REGULAR	071417000000000	\$2,228.47
Total for Check: 110734			\$3,099.50
NCPERS GRP LIFE INS#3105			
210098	LIFE INS	071417000000000	\$240.00
Total for Check: 110735			\$240.00
STATE DISBURSEMENT UNIT			
210111	CHILD SUPPORT	071417000000000	\$313.21
Total for Check: 110736			\$313.21
STATE DISBURSEMENT UNIT			
210112	CHILD SUPPORT	071417000000000	\$230.77
Total for Check: 110737			\$230.77
STATE DISBURSEMENT UNIT			
210113	CHILD SUPPORT	071417000000000	\$764.77
Total for Check: 110738			\$764.77
STATE DISBURSEMENT UNIT			
210114	CHILD SUPPORT	071417000000000	\$175.00
Total for Check: 110739			\$175.00
STATE DISBURSEMENT UNIT			
210115	CHILD SUPPORT	071417000000000	\$672.45
Total for Check: 110740			\$672.45

WARRANT REGISTER: 1631

DATE: 07/18/17

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
V.O.H. FLEX BENEFITS			
210102	DEP CARE REIMBURSEMENT	071417000000000	\$33.33
210103	MEDICAL REIMBURSEMENT	071417000000000	\$487.32
210104	MEDICAL REIMBURSEMENT	071417000000000	\$283.33
Total for Check: 110741			\$803.98
A LAMP CONCRETE			
210203	2017 RECONSTRUCTION PROJ	071817	\$275,273.16
210203	2017 RECONSTRUCTION PROJ	071817	\$174,521.82
Total for Check: 110742			\$449,794.98
AMERICAN EXPRESS			
210204	USPS	061517	\$631.61
210205	SAMS CLUB	061917	\$45.00
210206	LASER PRINTER	062117	\$159.98
210207	POSI CALIBRATION	062317	\$680.00
210208	SUBSCRIPTION	062517	\$49.95
210209	STUDIO FOAM	062617	\$22.28
210210	4TH OF JULY VOLUNTEER	062717	\$88.26
210211	GIFT CARDS-AWARDS	06/30/17	\$200.00
210212	OFFICE SUPPLIES	070217	\$89.97
210213	RIFLE LIGHTS	070717	\$993.93
210214	SUBSCRIPTION	071117	\$89.00
210215	FOR PARK DEDICATION	061317	\$72.84
210216	PARK DEDICATION	061317	\$50.43
210217	VBOT MTG	061317	\$65.45
210218	GIFTS FOR EMPLOYEES	062217	\$56.99
210219	CONFERENCE	062217	\$445.00
210220	FLOWERS	062323	\$91.78
210221	CREDIT CARD AUTHORIZATION	062617	\$205.00
210222	PICKNIC AWARDS-EMPL REL	062817	\$23.09
210223	ICE FOR EMPLOYEE PICNIC	062817	\$29.97
210224	EMPLOYEE PICNIC	062817	\$2,641.01
210225	SIGNS	063017	\$685.00
210226	MEMBERSHIP	070517	\$205.00
210227	SUPPLIES	070517	\$10.98
210228	SIGNS	070617	\$454.00
210229	DUES	071017	\$184.00
210230	CONFERENCE	071017	\$299.00
210231	MEMBERSHIP	071117	\$200.00
210232	CASH BACK	071817	\$10.13-
210233	INTEREST	071817	\$14.98
Total for Check: 110743			\$8,774.37
* NOTE: Overflow check number 110744 processed			
COOK COUNTY TREASURER			
210191	MAINTENANCE TRAFFIC SIGNS	2016-4	\$24.00
210192	2-57TH STREET BEACONS	2017-1	\$24.00

Run date: 18-JUL-17

Village of Hinsdale

Page: 3

WARRANT REGISTER: 1631

DATE: 07/18/17

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
Total for Check: 110745			\$48.00
CUMMINS NPOWER, LLC			
210194	RADIATOR CAP	100-82186	\$19.07
210195	FUEL FILTERS	711-96521	\$180.91
210196	EQUIPMENT & MAINTENANCE	QT-910	\$790.44
210196	EQUIPMENT & MAINTENANCE	QT-910	\$790.45
210196	EQUIPMENT & MAINTENANCE	QT-910	\$1,344.03
210196	EQUIPMENT & MAINTENANCE	QT-910	\$1,367.30
210196	EQUIPMENT & MAINTENANCE	QT-910	\$1,918.55
Total for Check: 110746			\$6,410.75
HINSDALE NURSERIES, INC.			
210199	TRIBUTE TREE	1570691	\$1,134.00
210200	SHRUB PLANTINGS	1574366	\$86.00
210201	TREE PLANTING	1575913	\$471.00
Total for Check: 110747			\$1,691.00
MURPHYS CONTRACTORS			
210197	WATERING TRUCK COIL	188765	\$21.50
210198	WATERING PUMP	189040	\$23.04
Total for Check: 110748			\$44.54
POMPS TIRE SERVICE, INC.			
210202	2 TIRES FOR KOBOTA	470045726	\$450.00
Total for Check: 110749			\$450.00
U S POSTAL SERVICE			
210193	MAIL MACHINE POSTAGE	77997582	\$3,000.00
Total for Check: 110750			\$3,000.00

REPORT TOTAL \$479,244.13

END OF REPORT

REQUEST FOR BOARD ACTION
Administration

AGENDA SECTION: Non-Consent - EPS

SUBJECT: Request for waiver of construction start time

MEETING DATE: August 3, 2017

FROM: Kathleen A. Gargano, Village Manager

Recommended Motion

Approve a request from Bulley & Andrews for a waiver of the 8:00 a.m. construction start time to 7:00 a.m. Monday through Friday.

Background

The Village has received a request from Mr. Bill Truty, Senior Project Manager from Bulley & Andrews, LLC for the Village to waive the 8:00 a.m. construction start time in favor of a 7:00 a.m. start time for the duration of the project, for the reasons outlined in his letter. (Attached) There is no request to change the work stop time, which is 8:00 p.m. Monday through Friday.

Discussion & Recommendation

While it is within the authority of the Village Manager to grant these types of requests, this matter is before the Board for their input and approval due to the high profile nature of the Hinsdale Middle School project. Attached for your reference is Municipal Code §9-12-2(d) Limitations on Noise, which defines the work hour limitations.

Bulley & Andrews has notified all persons within a 250' radius of the proposed early start area.

Budget Impact

N/A

Village Board and/or Committee Action

Due to the need for expediency with regards to the Middle School project, staff respectfully requests this item moves forward for approval without benefit of a First Reading or previous discussion.

Documents Attached

1. Letter from Mr. Bill Truty, Bulley & Andrews
2. Village Code §9-12-2

7/18/2017

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

Dear Ms. Gargano:

Bulley & Andrews is the Construction Manager/General Contractor for the New Hinsdale Middle School at 100 S. Garfield Street. Per Village of Hinsdale Ordinance 9-12-2-A, the construction start time is 8:00 AM, the current end time for trade contractors is 4:30 PM. This project will soon be working 10 hour work days which will push the end time later to 6:30 PM to make up for schedule delays.

Bulley & Andrews is requesting a waiver from the Village of Hinsdale for an earlier start time for the Hinsdale Middle School project to 7:00 AM Monday through Friday.

- The revised start time will allow the work day to end 5:30 PM to avoid congestion with the residents arriving home from work and disturbing the residents' at home hours.
- A 7:00 AM start time will avoid conflicts with the start time of Hinsdale Middle School. The school start time for upcoming school year is 7:55 AM. By starting the construction project start time to 7:00 AM, all tradespeople will be in the project site before buses and students arrive to school. This will avoid possible conflicts with parent and bus drop off.

The revised start time would be in effect for the entire duration of the project. This start time would be in effect from July 24, 2017 until December 31, 2018. It would be on Monday through Friday. Saturday work would remain at an 8:00 AM start per Village of Hinsdale ordinances and end at 4:00 PM.

All surrounding neighbors would be notified before an earlier start time commences.

Regards,



Bill Truty
Senior Project Manager
Bulley & Andrews, LLC

cc: Bradley Bloom, Village of Hinsdale
Kerry Leonard, Community Consolidated School District 181
Peter Kuhn, Bulley & Andrews, LLC

1755 West Armitage Avenue
Chicago, IL 60622 | 773.235.2433

3815 River Crossing Parkway, Ste. 100
Indianapolis, IN 46240 | 317.566.2032

BULLEY.COM

9-12-2: LIMITATIONS ON NOISE:

- A. Use Of Construction Tools And Equipment: Except as provided in subsections C, D and E of this section, no person or entity may use construction tools or power equipment other than those tools customarily used to perform landscape maintenance except between eight o'clock (8:00) A.M. and eight o'clock (8:00) P.M. Monday through Friday and between eight o'clock (8:00) A.M. and four o'clock (4:00) P.M. on Saturdays; provided, however, that such tools and equipment shall not be used at any time on the following federal holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, and Christmas.
- B. Use Of Gasoline Powered Landscaping Maintenance Equipment: Except as provided in subsections C, D, and E of this section, no person or entity may use gasoline powered landscaping maintenance equipment, including, without limitation, leaf blowers, lawn mowers, chain saws, trimmers, edgers, and the like, except between eight o'clock (8:00) A.M. and eight o'clock (8:00) P.M.
- C. Emergencies: The limitations stated in subsections A and B of this section shall not apply in any situation which requires heavy equipment or other tools in emergencies to assist or avoid a problem related to health or to safety of persons or property, or to sewer, water, power, utility, or telephone interruptions. (Ord. O2008-46, 8-12-2008)
- D. Work By Public Agencies: The limitations stated in subsections A and B of this section may be waived by the board of trustees by resolution for work undertaken by any public body or agency for the benefit of the public. For work being performed by the village or its subcontractors as part of the village's capital improvement program, the village manager may administratively waive the start time limitations stated in subsections A and B of this section to a time no earlier than seven o'clock (7:00) A.M. The board of trustees or the village manager, as applicable, may attach to any such waiver all conditions it deems necessary to protect the public health, safety, or welfare. (Ord. O2013-08, 4-16-2013)
- E. Waiver: The limitations stated in subsections A and B of this section may be waived by the village manager in areas of the village zoned for nonresidential uses pursuant to the Hinsdale zoning ordinance¹; provided, however, that no such waiver shall be granted unless the village manager finds that:
1. The party seeking the waiver will suffer a unique or unusual hardship unless the waiver is granted; and
 2. The granting of a waiver will not cause a substantial or undue adverse impact upon adjacent property or upon the public health, safety and welfare.

The village manager may attach to such waiver all conditions he deems necessary to protect the public health, safety or welfare.

F. Building Permits: All building permits shall be subject to the provisions of this section. (Ord. O2008-46, 8-12-2008)