



### VILLAGE OF HINSDALE MEETING OF THE VILLAGE BOARD OF TRUSTEES AGENDA Tuesday, May 16, 2017 7:30 P.M. MEMORIAL HALL – MEMORIAL BUILDING (Tentative and Subject to Change)

#### 1. CALL TO ORDER

#### 2. PLEDGE OF ALLEGIANCE

#### 3. APPROVAL OF MINUTES

- a) Meeting of May 2, 2017
- 4. CITIZENS' PETITIONS (Pertaining to items appearing on this agenda)\*

#### 5. APPOINTMENTS TO BOARDS & COMMISSIONS

#### 6. VILLAGE PRESIDENT'S REPORT

#### 7. 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 \*\*.)

#### Administration & Community Affairs (Chair Hughes)

- a) Approve the Donation of a Memorial Bench and Tree to be installed at Melin Park
- b) Approve an Ordinance Amending Title 3 ("Business and License Regulations') Chapter 3 ("Liquor Control"), Section 3-3-30 ("Signs and Advertisements") of the Village Code of Hinsdale
- c) Approve a Recreational License Agreement Third Term Extension with Hinsdale Paddle Tennis Association (HPTA)

#### Environment & Public Services (Chair Byrnes)

d) Adopt an Ordinance Establishing Prevailing Wages for Public Works in the Village of Hinsdale, Cook and DuPage Counties, Illinois

# Zoning & Public Safety (Chair Stifflear)

- e) Approve a Resolution terminating the intergovernmental agreement between the Villages of Hinsdale, Clarendon Hills, Downers Grove, Westmont, and Willow Springs, the Tri State Fire Protection District, and DuPage Public Safety Communications (DUCOMM) for the Southeast DuPage County Communications and Radio Networks
- f) Approve an Ordinance approving a Text Amendment to Title 7, Chapter 1, Article G, Section 5(D)(2) and (3) to process Distributed Antenna Systems (DAS) consistently

# 8. CONSENT AGENDA

All items listed below have previously had a First Reading of the Board or are considered Routine<sup>\*\*\*</sup> 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 May 3, 2017 through May 16, 2017, in the aggregate amount of \$1,408,588.17 as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk\*\*\*
- b) Approval of Blanket Purchase Orders for FY2017-18 (First Reading May 2, 2017)

# Environment & Public Services (Chair Byrnes)

c) Approve a Resolution approving the 2017 Resurfacing Construction Observation Contract Change Order Number 1 in an Amount not to exceed \$252,167 to HR Green, Inc. (*First Reading – May 2, 2017*)

#### 9. 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) Award a Contract for Engineering Review Services to James J. Benes and Associates, Inc. in an amount not to exceed \$40,000 *(First Reading – May 2, 2017)* 

#### Zoning & Public Safety (Chair Stifflear)

- b) Approve a Referral to Plan Commission for Review and Consideration of a Major Adjustment to Exterior Appearance and Site Plan for a Hinsdale Middle School Parking Deck at 100 S. Garfield Avenue (*First Reading – May 2, 2017*)
- c) Approve a Temporary Use Permit for Office Trailers at RML Specialty Hospital, 5601 S. County Line Road (*First Reading May 2, 2017*)

#### **10. DISCUSSION ITEMS**

- a) Update on proposed I-294 Tollway expansion
- b) Request for Funding from the Graue Mill Homeowners Association
- c) District 181 Construction Schedule Update

# **11. DEPARTMENT AND STAFF REPORTS**

- a) Public Services
- b) Engineering
- c) Fire
- d) Police

#### 12. REPORTS FROM ADVISORY BOARDS AND COMMISSIONS

#### **13. OTHER BUSINESS**

#### **14.NEW BUSINESS**

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

#### **16. TRUSTEE COMMENTS**

#### 17. CLOSED SESSION- 5 ILCS 120/2(c) (1)/(2)/(3)/(5)/(8)/(11)/(21)

#### **18. ADJOURNMENT**

Prior to asking for a motion to adjourn the meeting, the Village President will confirm whether a Committee of the Whole meeting will be convened.

\*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 <u>http://villageofhinsdale.org</u>

#### VILLAGE OF HINSDALE VILLAGE BOARD OF TRUSTEES MINUTES OF THE MEETING May 2, 2017

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, May 2, 2017 at 7:30 p.m., roll call was taken.

Present: President Tom Cauley and Trustees Christopher Elder, Neale Byrnes, Luke Stifflear, Gerald J. Hughes, Laura LaPlaca and Scott Banke

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 Kevin Simpson, Fire Chief John Giannelli, Director of Community Development/Building Commissioner Robb McGinnis, Director of Public Services George Peluso, Village Engineer Dan Deeter, Village Planner Chan Yu, Administration Manager Emily Wagner and Village Clerk Christine Bruton

# PLEDGE OF ALLEGIANCE

President Cauley led those in attendance in the Pledge of Allegiance

# APPROVAL OF MINUTES

#### Meeting of April 18, 2017

Trustee Hughes made corrections to the draft minutes. Trustee Elder moved to **approve the minutes of the regular meeting of April 18, 2017, as amended.** Trustee Byrnes seconded the motion.

AYES: Trustees Elder, Byrnes, Hughes, and Banke NAYS: None ABSTAIN: Trustees Stifflear and LaPlaca ABSENT: None

Motion carried.

#### Closed Session of April 18, 2017

Trustee Elder moved to approve the closed session minutes of April 18, 2017, as presented. Trustee Banke seconded the motion.

**AYES:** Trustees Elder, Byrnes, Hughes, and Banke **NAYS:** None

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**ABSTAIN:** Trustees Stifflear and LaPlaca **ABSENT:** None

Motion carried.

## **CITIZENS' PETITIONS**

None.

# PROCLAMATION – BUILDING SAFETY MONTH

President Cauley read the Building Safety Month proclamation.

#### VILLAGE PRESIDENT'S REPORT

President Cauley announced that two of the Village Trustees are leaving tonight. He thanked Trustee Scott Banke for his service to the Board following the resignation of Trustee Bob Saigh. He also gave special thanks to Trustee Laura LaPlaca for her 20 years of service to the Village of Hinsdale. He acknowledged her tenure on the Plan Commission, the Village Board and the Environment and Public Services Committee. She was instrumental in the oversight of the Oak Street Bridge and the Woodlands drainage project. He stated she has earned the respect of all who have worked with her, and he thanked her for countless contributions, time and effort on behalf of the Village residents.

Board members added their thanks and appreciation, acknowledged her hard work and stated that she has been a great colleague.

#### OATH OF OFFICE BY VILLAGE CLERK AND SEATING OF VILLAGE BOARD MEMBERS

Village Clerk Christine Bruton administered the Oath of Office to re-elected President Tom Cauley. President Cauley administered the Oath of Office to re-elected Trustees Neale Byrnes and Gerald J. Hughes and to newly elected Trustees Matthew Postuma and Michael Ripani.

#### ADJOURNMENT SINE DIE

Trustee Elder moved to adjourn the meeting of May 2, 2017, sine die. Trustee Byrnes seconded the motion.

AYES: Trustees Elder, Byrnes, Stifflear, Hughes, LaPlaca and Banke NAYS: None ABSTAIN: None ABSENT: None

Motion carried.

# CALL TO ORDER - RECONVENE

Following the seating of the newly elected members of the Village Board, the regularly scheduled meeting of the Hinsdale Village Board of Trustees was reconvened by President Tom Cauley in Memorial Hall of the Memorial Building on Tuesday, May 2, 2017 at 7:49 p.m.

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

Absent: None

# VILLAGE PRESIDENT'S REPORT

President Cauley explained that while campaigning for the recent election, he went door-to-door to talk to residents about the Village's road and sewer program, which began in 2010. The program was designed as a 15-year program, so that improvements could be paid for largely out of current revenues, and to keep borrowing to a minimum. Much of the early work required extensive sewer work to comply with an IEPA mandate to separate our sewers. The response of most residents was to finish the work quicker and borrow the money. Therefore, the road and sewer program will be accelerated for the next four construction seasons, beginning this year. Roads that require engineering must be planned a year in advance, but all the repaying called for by the Master Infrastructure Plan (MIP) can be done this year. Staff is working on plans to complete all major road work in 2018, 2019, and 2020, which will require \$5-6 million additional dollars. President Cauley thanked Director of Public Services George Peluso, Village Engineer Dan Deeter, Assistant Village Manager/Director of Finance Darrell Langlois and Village Manager Kathleen A. Gargano for their work on this proposal. He also thanked Trustees Byrnes and Hughes for their input. While there are still decisions to be made, the process must be started. There are items on tonight's agenda relating to financing with bonds, but this is not a commitment until there is a public hearing on the matter in June.

President Cauley described the improvements made to date and the plan for 2017. He also outlined the accelerated program. In order to fund the accelerated plan, as well as the middle school parking deck, staff is proposing three separate \$10 million dollar bond issues; dollars currently earmarked for MIP work will be supplemented by these bond funds. He reviewed the PowerPoint summary staff had prepared, and noted this information will be posted on the Village website, too. Mr. Peluso clarified that as late as this evening, some of the projected numbers have changed.

Discussion followed regarding factors used to choose the schedule of roads, such as economies of scale or whether a road is highly trafficked. The Board would also like to consider choice of materials; asphalt or concrete. Ms. Gargano added that regarding south Garfield, that street will be a truck traffic location during the middle school construction; therefore, it makes sense to address this road after the school is built. Trustee Byrnes added that, for the most part, those roads that are in poor condition will get done this year. President Cauley added the goal is to make the road last for 15 years. Trustee Hughes remarked there needs to be a thoughtful approach and discussion regarding materials used and where. Discussion followed regarding the benefits of concrete, but Mr. Peluso cautioned there are maintenance costs for concrete roads as well. Discussion followed regarding current conditions of highly trafficked roads. Trustee Ripani noted the \$12 million interest cost of the bonds, but Mr. Langlois explained that figure was in

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present dollars and a non-discounted number that does not reflect offsets created by construction cost inflation. There was no objection from the Board regarding advancing this project.

# FIRST READINGS - INTRODUCTION

# Administration & Community Affairs (Chair Hughes)

## a) Approval of Blanket Purchase Orders for FY2017-18

President Cauley introduced the item and explained this is an item the Board approves annually to allow the staff to pay certain bills from routine suppliers without having to come to the Board for approval for each invoice.

The Board agreed to move this item to the consent agenda of their next meeting.

#### Environment & Public Services (Chair Byrnes)

b) Award a Contract for Engineering Review Services to James J. Benes and Associates, Inc. in an amount not to exceed \$40,000

President Cauley introduced the item and explained this is a reimbursable amount. The Village has used Benes, Inc. in the past, for overflow work that our staff cannot do. This agreement is periodically renewed. Trustee Ripani asked about the indemnity clause, which he believes should be deleted from the contract, and pointed out another area of inconsistency in the contract. President Cauley noted the contract provides for mutual indemnification. Ms. Gargano stated she has spoken with the Village Attorney, and explained this type of indemnity is common in municipal engineering contracts because, while Village employees doing this work would have torte immunity, the vendor would not. This creates significant risk for the vendor. She assured Trustee Ripani that staff will review and address the cited inconsistency in the contract, and report back to the Board. The Board agreed to move this forward for a second reading at their next meeting.

c) Approve a Resolution approving the 2017 Resurfacing Construction Observation Contract Change Order Number 1 in the Amount not to exceed \$252,167 to HR Green, Inc.

President Cauley introduced the item and stated this item is related to the proposed accelerated MIP work. It was noted that in the event the Village does not do additional work, any work done would remain on file until needed. Ms. Gargano asked the Board for permission to authorize HR Green to proceed in the next two weeks prior to final approval, because of the need to begin as quickly as possible. The Board had no issue with HR Green proceeding prior to final approval for the reasons stated.

The Board agreed to move this item to the consent agenda of their next meeting.

# Zoning & Public Safety (Chair Stifflear)

d) Approve a Referral to Plan Commission for Review and Consideration of a Major Adjustment to Exterior Appearance and Site Plan for a Hinsdale Middle School Parking Deck at 100 S. Garfield Avenue

Trustee Stifflear introduced the item and explained this is in regards to the new parking deck at the middle school. He provided background on the item, stating the Board had reviewed the application and recommended limited changes with the exception of truck backup safety devices at the loading area on the west side of the building.

Recently, the Zoning Board of Appeals approved four variation requests and recommended approval of two additional requests that they do not have the authority to approve. These two items; an increase in floor area ratio (FAR) and a reduction to the minimum landscape buffer, will come to the Board in June. Due to the materiality and scope of work, Village code dictates this matter be referred to the Plan Commission for their review. Trustee Byrnes added he would like the Plan Commission to look at the egress on Second Street. Fortunately there is not a lot of traffic, but he is concerned with the safety of the angled parking. He also suggested the handicapped spots on the south wall on the lower level be moved closer to the street. Trustee Elder stated he does not like the large enclosed staircase, and suggested it is bulky and adds to the cost of construction. Mr. McGinnis commented the building code requires the stairway be protected because of ice and snow. It was noted that the maintenance of radiant heat in the stairs would be expensive. Mr. Wiese, representing the middle school, added that radiant heat in pavement does not last forever, and they are required to comply with ADA regulations. Trustee Stifflear noted that when the trees mature on the north side of the structure, the stark look of the parking deck will be improved. Ms. Gargano noted there is another opening at grade level on the east side that exits onto the sidewalk.

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

## e) Approve a Temporary Use Permit for Office Trailers at RML Specialty Hospital, 5601 S. County Line Road

Trustee Stifflear introduced the item which is a request to convert existing office space into treatment space, and install temporary trailers that will house office staff during construction. These will be located on the east side of the property, abutting Hinsdale Meadows.

Mr. Ken Pawola, Chief Operating Officer of RML Specialty Hospital, addressed the Board. He explained the request is for the temporary installation of three double wide trailers for approximately 10-15 months. They hope to install the trailers in September or October of this year; the contractor anticipates completion in 12 months, but extra time may be necessary for the preparation and approval of the trailers. If possible, they will phase them out sooner. Mr. Pawola described the installation of the trailers in terms of fire detection equipment and fire suppression as indicated by our fire department. He also noted the trailers would not be visible to residents across County Line Road, and provided details regarding the purpose of this renovation and their intention to comply with all building codes.

Mr. Richard Willich, architect for the project, provided an illustration of the site plan, the interior office space of the trailers, and the location of the proposed trailers. He likened the visual impact of these trailers as similar to those currently installed at the middle school. Mr. Pawola said they are coming to the Village Board this far in advance because of planning; if this is not approved, they will need to make a Plan B. The Board had no issues with the renovation, and felt there would be no impact to residents in the area.

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 April 19, 2017 through May 2, 2017, in the aggregate amount of \$409,832.28 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.

President Cauley provided background on the following Consent Agenda items for benefit of the new Trustees.

b) Approve an Amendment to the Village Personnel Policy to Allow Employees to Use Up to 32 Hours of Accrued Sick Time to Care for Specified Family Members (*First Reading – April 18, 2017*)

Trustee Hughes moved to Approve an Amendment to the Village Personnel Policy to Allow Employees to Use Up to 32 Hours of Accrued Sick Time to Care for Specified Family Members. Trustee Byrnes seconded the motion.

AYES: Trustees Elder, Ripani, Stifflear, Hughes, Posthuma and Byrnes NAYS: None ABSTAIN: None ABSENT: None

Motion carried.

c) Accept the Proposal from Sikich, LLP to Provide Auditing Services for Fiscal Years Ending April 30, 2017, April 30, 2018 and April 30, 2019 (*First Reading – April 18, 2017*) Trustee Elder moved to Accept the Proposal from Sikich, LLP to Provide Auditing Services for Fiscal Years Ending April 30, 2017, April 30, 2018 and April 30, 2019. Trustee Hughes 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 an Ordinance Authorizing the Issue of not to exceed \$10,000,000 General Obligation Bonds (Sales Tax Alternate Revenue Source) for the purpose of paying the costs of certain public infrastructure projects in and for the Village Trustee Hughes introduced the item and explained this is to comply with the statutory requirement to publish, but objections could be filed following publication. This item essentially 'starts the clock' for the MIP bond issue. Trustee Elder moved to Approve an Ordinance Authorizing the Issue of not to exceed \$10,000,000 General Obligation Bonds (Sales Tax Alternate Revenue Source) for the purpose of paying the costs of certain public infrastructure projects in and for the Village. Trustee Hughes seconded the motion.

AYES: Trustees Elder, Ripani, Stifflear, Hughes, Posthuma and Byrnes NAYS: None ABSTAIN: None ABSENT: None

Motion carried.

#### **DISCUSSION ITEMS**

#### Chamber of Commerce request for in-kind services

Ms. Jan Anderson, President of the Chamber of Commerce, addressed the Board to request inkind services for Hinsdale community events. She remarked that the Farmer's Market is 41 years old, the Fine Arts Fair is 44 years old, the Christmas Walk is 51 years old, and Uniquely Thursdays is 15 years old. She said this legacy would not exist without the help of the Village, and on behalf of residents and the Chamber she is requesting Village services. It was noted this is the same request that is made each year. The Board agreed to the request.

#### Update on proposed I-294 Tollway expansion

President Cauley reported that last week the tollway authority met and approved the tollway expansion project. He commented there were a number of union representatives present and a handful of residents. He explained they are authorizing the project, but have not decided what the scope of the project will be. Mr. Bloom, Ms. Gargano and he met with tollway authority representatives yesterday and reiterated the concerns of the Village with respect to the location of the sound walls, increased noise, the Oasis revenue stream and the Veeck Park shoofly. He reported they informed the tollway the Village needs assurances about these items before any easements would be discussed. He also commented it is not clear to the Village there is a need to expand.

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#### DAS Ordinance Text Amendment

Village Manager Kathleen A. Gargano introduced the item which is in regards to small cell antennas usually attached to ComEd utility poles. The code currently states the Village Manager shall review these requests and can administratively approve these requests. Staff is recommending giving this authority to the Village Board. This will allow the Board to opine on aesthetics, and any other related concerns. The Board agreed, and this matter will be moved forward for customary review and approval.

#### Accelerated Roadway Resurfacing Program and Advancement of Master Infrastructure Plan (MIP)

This matter was previously discussed under Presidents Comments.

# DEPARTMENT AND STAFF REPORTS

- a) Treasurer's Report
- b) Economic Development
- c) Parks & Recreation
- d) Community Development
- e) Police

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

#### Economic Development Commission – Update from Chairman

Mr. John Karstrand, Chair of the Economic Development Commission (EDC), addressed the Board. He reminded the Board that EDC initiatives are funded by the Food and Beverage tax. Several years ago, the Board capped the budget, with the caveat that the EDC could ask for more money, if necessary. The road construction projects in town this summer will affect the local businesses. He described promotional initiatives they would like to undertake, which include valet parking service in town and an advertising campaign in the Hinsdalean. Unfortunately, they do not have the funds for everything, and they would like to request an additional sum of \$6,000 from the Village Board. Ms. Gargano commented that the Village already intended to pick up the valet expenses for up to \$7,000 during the CBD construction period from the general fund. Discussion followed regarding the period of time for the valet service; but most likely from July to August to coincide with the anticipated construction period. Mr. Karstrand thanked that Board for their help financing this project.

# **REPORTS FROM ADVISORY BOARDS AND COMMISSIONS**

No reports.

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#### **OTHER BUSINESS**

None.

#### **NEW BUSINESS**

None.

### **CITIZENS' PETITIONS**

None.

#### **TRUSTEE COMMENTS**

None.

# ADJOURNMENT

There being no further business before the Board, President Cauley asked for a motion to adjourn. Trustee Elder moved to adjourn the regularly scheduled meeting of the Hinsdale Village Board of Trustees of May 2, 2017. Trustee Hughes seconded the motion.

AYES: Trustees Elder, Ripani, Stifflear, Hughes, Posthuma and Byrnes NAYS: None ABSTAIN: None ABSENT: None

Motion carried.

Meeting adjourned at 9:11 p.m.

ATTEST:

Christine M. Bruton, Village Clerk



AGENDA ITEM #\_

**REQUEST FOR BOARD ACTION** Administration

AGENDA SECTION:	Village President's Report
SUBJECT:	Appointments to Boards and Commissions
MEETING DATE:	May 16, 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 outlined below:

Parks & Recreation

Mr. Patrick Conboy re-appointed to a 3-year term through April 30, 2020 Ms. Heather Hester appointed to a 3-year term through April 30, 2020, to replace the expiring term of Ms. Susan Owens

#### **Economic Development**

Mr. Michael Goebel re-appointed to a 3-year term through April 30, 2020

Mr. Christopher Schramko re-appointed to a 2-year term through April 30, 2019

Ms. Michael Kiyosaki appointed to a 3-year term through April 30, 2020, to fill a commission vacancy

Plan Commission

Mr. Troy Unell re-appointed to a 3-year term through April 30, 2020

Ms. Gerald Jablonski appointed to a 3-year term through April 30, 2020, to replace the expiring term of Ms. Laurene McMahon

#### 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)



Agenda Item # $/Q_$ Request for Board Action

Parks & Recreation

AGENDA SECTION:	First Read-ACA
SUBJECT:	Donation Application
MEETING DATE:	May 16, 2017
FROM:	Heather Bereckis, Interim Manager of Parks & Recreation

#### **Recommended Motion**

Approve the donation of a memorial bench and tree to be installed at Melin Park.

#### Background

An application for Donation was submitted to the Parks & Recreation Commission and staff for consideration. Residents of the Christopher Hills subdivision in Hinsdale, wish to donate a park bench with plaque, and tree for use in Melin Park. This donation is in memoriam of Chelsea Yeager, a young wife and mother that frequented the park.

The Village's Parks & Recreation Commission worked throughout 2015/16 to develop a Donation Policy, a copy of which is attached as item 2. The Donation Policy was recommended by the Parks & Recreation Commission to the Village Board and was approved by the Board on July 12, 2016. Additional attached documents include the completed Art Donation application (item 1), detailed specs of the bench and plaque (items 3 &4), and a map/photo of the requested area for display (item 5).

#### **Discussion & Recommendation**

Utilizing the approved Donation Policy, the Parks & Recreation Commission reviewed the attached application at its May 9, 2017 meeting.

The Commission found that the donation complied with the four key components of the policy: appropriateness, aesthetics, maintenance and safety.

#### Appropriateness and Aesthetics

The Parks & Recreation Commission applied the policy and determined that the requested location for the donation fits the appropriateness and aesthetics of Melin Park. As noted above, the requested location allows access from the playground and will not impede on any current activities at the park. The bench in question matches the others currently installed at Melin Park.

#### **Maintenance**

The Village staff has reviewed the proposed item and has determined that no extraordinary maintenance will be required, outside of the typical maintenance that would be provided to



other items in the park. The piece is made of galvanized steel, so rust should not be an issue for many years, and it should not create an undue burden on Village personnel for maintenance.

As provided in the Donation Policy, the duration of installation for bench pieces is a maximum of 10 years. At that time, Village personnel may reassess the four key components of the Policy and make a new recommendation for display.

#### Safety

The Parks & Recreation Commission, along with staff in the Parks & Recreation and Public Services departments, has reviewed the piece and determined that it does not pose any obvious safety issues. The piece is the same as other benches already installed at this Park, which have not cause any safety issues.

#### **Budget Impact**

Staff anticipates no impact on the budget. Per the Donation Policy, financial responsibility for installation of the bench is that of the donor, with work to be completed or supervised by Village personnel.

#### Village Board and/or Committee Action

#### **Documents Attached**

- 1. Art donation application
- 2. Approved Village Donation Policy
- 3. Photo of proposed donation
- 4. Photo of proposed plaque
- 5. Photos/Map of intended location

Gjøre May 9 - Jule 13 - July 12

Application must include a summary to demonstrate how the proposed donation meets the application criteria established in the policy.         Name of Donor:         The       Famility of Churchogher Hulls         Address of Donor:         Phone Number:         Work: 768-2x75: 8755         Home: 630-667-6776         Fax:         Email:         Jen & Sworger.com         Description of Donation (if available provide a photo):         Bench I memorial plague and the         Proposed Location of Donation:         Melin Park near play growind         Requested Wording on Memorial Acknowledgement:         In       In Park Near play growind         Value of Donation:       Play K         Value of Donation:       Play K         Nee Us:       Date: 4///(17         Value of Donation:       Play K         Value of Donation:       Play K         Nee Us:       Date: 4///(17         Date:       4///(17         Date:       4///(17         Date:       4///(17         Date:       4///(17         Date:       4///(17         Date:       4///(17         Date:       4///(17         Date:       4///(17      <	Donation Ap for Art Work, Monuments and	
Name of Donor: The Families of Chinstopher Hills Address of Donor: Phone Number: Work: 768-245-5965 Home: 6-30-66-7-6776 Fax: Email: Jen & Swayer.com Description of Donation (if available provide a photo): Bench I memorial plague and the Proposed Location of Donation: Melin Park near play growind Requested Wording on Memorial Acknowledgement: L n Memorial	Application must include a summary to demons	
Phone Number: Work: $768 - 245 \cdot 5755$ Home: $630 - 661 \cdot 5776$ Fax: Email: jen $@ Swoyer.com$ Description of Donation (if available provide a photo): Bench $z$ memorial plague and fue Proposed Location of Donation: nelin Park near play grownel Requested Wording on Memorial Acknowledgement: $I n for an end of y of for a grownel Requested Wording on Memorial Acknowledgement: I n for a grownell in Park near play grownel Requested Wording on Memorial Acknowledgement: I n for a grownell in Park near play grownell Requested Wording on Memorial Acknowledgement: I n for a grownell in Park Nei g k b o r sValue of Donation: S_QThave read the Donation PolicyRequested by:Reviewed by:Date: 4/u/(7)Date: 4/u/(7)Date$	Newson	Hils
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Board of Trustees Approval: :

Parks Misc/art donation/PR donation policy final

Date:

#### Purpose:

The purpose of this policy is to establish guidelines, standards and procedures for the installation and care of donations for Village Parks, either as a result of a cash or physical property donation. These donations may include, but are not limited to, park benches, bicycle racks, picnic tables, public art, monuments (**by exception only**\*), and other types of park accessories. This policy does not apply to buildings or land. The Village desires to encourage donations while managing aesthetic impacts and mitigating on-going maintenance costs.

The development of public facilities is expected to be the result of careful planning and quality construction. In addition, public facilities are expected to be maintained to a standard acceptable to the community. Guidelines established by this policy will apply to all donations made after the effective date of this policy. Donations made prior to the adoption of this policy shall be subject to applicable sections of this policy. This policy is also designed to provide guidelines for individuals or groups should they desire to decorate, landscape or adorn a donation, such as a tree, bench, or picnic table on Village owned property.

Standards established by this policy will apply to purchased equipment, installation techniques, donation acknowledgements, decoration, and long term care of all donations made after the adoption of this policy.

#### **GUIDELINES FOR EXISTING DONATIONS**

**Definition of an Existing Donation:** For the purpose of this policy, existing donations are those donations installed prior to the adoption of this policy.

**Appearance and Aesthetics:** Decoration, ornamentation, and adornment of donated park elements can interfere with routine maintenance and the appearance of the donated item if not cared for on a regular basis and installed properly. Nothing shall be hung or tied to trees. Because landscaping installed in and around picnic tables and benches can be trampled, landscaping shall not be done around site furniture. Decorations which may be allowed on a temporary basis for a limited time should not interfere with the use of nearby public space, nor represent a hazard to motorists, bicyclist or pedestrians. The donor shall remove any temporary decorations within a reasonable amount of time as they can weather, and become unattractive and detract from the image of the community.

#### STANDARDS FOR DONATIONS

Definitions of New Donations: New donations are those made after the adoption of this policy.

**Definitions of Park Accessory**: A fundamental, and/or essential item used in a park setting. Such as but not limited to park benches, bicycle racks, picnic tables, back stops, drinking fountains, flags, and other types of park accessories.

\*Monuments, due to their potential size and stature, will be approved in rare instances only and will be subject to increased scrutiny.

**Definitions of Public Art & Monuments:** Described as a painting, sculpture, photograph, etc., that is created to be beautiful or to express an important idea or feeling.

Acquisition or Purchase: The Village and the community have an interest in ensuring that park elements purchased and donated and installed be of high quality related to style, appearance, durability and ease of maintenance. The Village staff will purchase items to ensure the items meet the standards set forth and authorize the installation of all park elements.

**Appearance and Aesthetics:** The Village and the community have an interest in ensuring the best appearance and aesthetic quality of their public facilities. Park elements should reflect the character of the park or facility. All park elements will be installed in such a manner that will not substantially change the character of a facility or its intended use.

**Maintenance:** Donated park elements and/or their associated donation acknowledgement, become Village property at the time of purchase. Accordingly, the Village has the duty to maintain the donation only for the expected life cycle of the donation.

**Repair:** The community has an interest in ensuring that all park elements remain in good repair. In addition, the public has an interest in ensuring that the short and long-term repair costs are reasonable. Repair parts and materials for donated park elements must be readily available. Donated park elements must be of high quality to ensure a long life, be resistant to the elements, wear and tear.

**Cost:** The Village has an interest in ensuring that the donor covers the full-cost for the purchase, installation, and maintenance during the expected life cycle of donated park elements. A separate fee schedule will be maintained in which the Village details costs for donations, installation and maintenance. The Village also has an interest in ensuring that ongoing maintenance costs do not negatively impact the resources available for maintenance of other Village park facilities. Consequently the Village may assess, at the time of the donation, a charge sufficient to cover anticipated long-term maintenance of donated park elements during their expected life expectancy.

#### PROCEDURE FOR MAKING A DONATION

The Village's Parks and Recreation Department office will manage the care of all donations located on Village park property.

**Park Benches and Picnic Tables**: To donate a park bench or picnic table, donors can complete the Donation Program Application which outlines the fee structure. The amounts for these donations are adjusted periodically. A bench and picnic table donation will last ten (10) years.

**Trees:** Landscaping and plant selection for park facilities is critical to sustaining the environment in Hinsdale. Accordingly, the size and specie of tree or trees donated shall be limited to those determined by the Village's Tribute Tree program.

**Park Accessories:** To make a donation of other park amenities such as a playground, pavilion, gardens or fountain, donors can directly contact the Parks and Recreation Department. If a donation is within the park plan the Director of Parks & Recreation will have authorization to approve the donation.

To accept donation of a park element for a specific park facility, Staff will evaluate the park plan showing the available locations for park elements. If no plan exists then a donation may be made to another facility. If a plan exists, but does not identify a particular park element proposed for donation, the Village may accept the donation under certain conditions. Under this circumstance the donation must 1) meet a true need of the facility, 2) not interfere with the intended current or future use of the facility and 3) not require the relocation of other equipment or infrastructure to accommodate the donation. In the opinion of the Village, a facility may be determined to be fully developed and the opportunity for donations would not be available. If a donation is found to not be included in a park plan it would be considered a non-conforming park donation. The Director of Parks and Recreation may recommend that a non-conforming donation request be reviewed by the Parks and Recreation Commission under the same criteria for artwork and monument donations.

**Monetary Donations**: Monetary donations can be made by donors and earmarked for a project or specific use.

**Artwork & Monuments:** Donations of artwork and monuments will be evaluated and considered for a recommendation to the Village Board by the Parks & Recreation Commission. Donor to pay for all costs associated with the installation of the donation.

#### CRITERIA FOR ACCEPTANCE FOR PUBLIC ART, MONUMENTS & NONCONFORMING DONATIONS

The Parks and Recreation Commission reviews the appropriateness of the subject as it relates to the site, the compatibility of the work of art within the landscape, the impact on a park and its use, aesthetic merit, as well as safety and maintenance issues. Applicants will bear the cost of all necessary permits, approvals, project management, design, installation and maintenance. The Commission will review requests two times per year as scheduled by the Chairman of the Commission.

#### Process

- 1. Donor is required to complete the application which must include a description, photo and/or drawing of the donation, estimated value and estimated life cycle. Village staff will determine the life cycle maintenance costs.
- 2. Applications will be reviewed by the Director of Parks & Recreation and forwarded to the Village Manager for review.
- 3. The completed application will be brought as a discussion item to a meeting of the Parks & Recreation Commission. The Commission will review the request based on the criteria outlined in the policy.
- 4. Action by the Parks and Recreation Commission: Following their review, the Commission will vote to approve or disapprove the donation; the recommendation will be forwarded to the

Board of Trustees for further discussion. The Commission shall specify the reason or reasons for their recommendation or decision and provide a summary to the Village Board. Approvals shall expressly set forth any limitations or conditions recommended or imposed. No member of the Commission shall participate in the vote of any matter in which that member has an interest as defined in the Hinsdale code of ethics.

 Action by Board of Trustees: Upon receipt of the recommendation of the Parks and Recreation Commission, the next step is for the Board of Trustees to review the donation as a discussion item.

The Board of Trustees shall make a recommendation for approval of the application as submitted, or make modifications as they deem necessary, or shall disapprove the application. If the Village Board makes a recommendation for approval the donation request will be brought back to the Board of Trustees for a first reading for approval.

 Upon final approval by the Board of Trustees, staff will collect the appropriate fees and oversee the installation of the Donation. Since this is a Village of Hinsdale Parks & Recreation policy, not a land use decision, there is no legal appeal associated with this policy. The Village Board's decision is final.

# Criteria used to review Public Art Work, Monuments and Nonconforming Donations

#### APPROVAL CRITERIA

Approving or denying any gift, memorial or tribute is wholly within the discretion of Village of Hinsdale Board and no individual or organization has any right to make any improvement or place any items in public parks, regardless of whether they think their proposal meets the following approval criteria. Approval criteria focus on four general categories: appropriateness, aesthetics, maintenance and safety. All donations must comply with the Village code and building requirements.

#### Appropriateness:

Most effective outdoor public art is sited in spaces which bear a particular relevance to the subject of the piece. With commemorative monuments, historical associations between the subject or artist and a community are a traditional mechanism for the selection of an appropriate site. Consideration should also be given to the long-term impact of permanent monuments, and subjects should be of a stature able to weather time, changing attitudes etc. In no instance, should permanent monuments, which depict subjects that are trademarked or commercially licensed, be installed on public property.

#### Significance of event/person being memorialized or significance of a gift

- The memorial has timeless qualities and makes a statement of significance to future generations.
- The memorial represents a person or event deemed significant to Village of Hinsdale's history.

• The gift or memorial must be consistent with the mission of Village of Hinsdale Parks & Recreation.

#### Aesthetics

Though conditioned by a range of subjective considerations, aesthetic merit is the primary determinant in the acceptance of permanent works of art. Proposed monuments must show evidence of the artist's mastery of the medium in which he or she is working (stone carving, bronze casting, etc.). Works of inferior workmanship will not be approved. The Village Board ultimately decides upon aesthetic grounds.

#### Project Design

- Proposal must be in concurrence with the Park Master Plan. If a Park Master Plan does not exist, a Needs Assessment of the park's service area must be completed in order to determine the need for future park elements and circulation patterns.
- The quality, scale, and character of the memorial are at a level commensurate with the particular park setting.
- Reuse, rehabilitate or restore an existing park feature where appropriate.
- Meets the requirements of American with Disabilities Act (ADA) by providing accessibility to all park users.
- Enhances a park by adding elements that add to identity and ambiance.
- The proposal does not create any public safety or security issues.

#### Location/Siting

Donors may be asked to broaden their search for an appropriate location and consider other public or privately owned spaces which may provide a more suitable location.

- The proposed site offers opportunities for enhancement without diminishing a park's ability to offer undefined open space for quiet contemplation and/or spontaneous activities.
- The increased use of a park due to a gift or memorial is appropriate for the park's context and surrounding uses.
- The quality, scale, and character of the gift or memorial are at a level commensurate with the particular park setting. (Also to be considered during project design)
- There should be some specific geographic justification for the memorial being located in that spot.
- Alternative sites in rights-of-way, private property or other public property were considered and determined inappropriate.

#### Maintenance

Given the responsibility of preserving and maintaining donations, the Village cannot in good faith accept works of art which present an unreasonable maintenance burden. Works of art will not be accepted unless the donor or sponsor can provide a means of care which may be required through a Life Cycle Care fund.

#### Safety

Works of art should be safe to passersby, curious spectators (especially children), and the environment as a whole.

#### CONDITIONS OF DONATIONS

**Installation:** Installation of donated park elements, artwork and monuments, including the donor acknowledgement/memorial plaques, will be completed or overseen by Village personnel. The installation will be scheduled at a time and date as determined by Parks Maintenance staff so as not to unnecessarily interfere with routine park maintenance activities. Donor will pay the cost for the installation as determined by the Village.

**Removal and/or Relocation:** This section applies to both existing and new donations. The Village reserves the right to remove and/or relocate donated park elements and their associated donation acknowledgments/memorial plaques, when they interfere with site safety, maintenance or construction activities or at the end of their life cycle. The long term care and maintenance of donated park elements is important to both the donor and the Village.

**Plaques/Acknowledgement**: Donated items will include a plaque with a maximum of three lines and 25 characters per line. No corporate logos will be permitted. Text is subject to approval by Village staff.

Life Cycle Care Fund: The Village will determine the level of maintenance required for the donated park element, art work or monument. Based upon available budget funding and the type of care needed to reasonably maintain the donated park element, donors may be required to fund the cost of long-term maintenance through a contribution to the Life Cycle Fund. The establishment of the Life Cycle Care Fund ensures that the Village will care for the donated park element for the estimated life of the donation, or until such time the Village determines that the donated park element must be removed and/or relocated for unforeseen circumstances. The establishment of a Life Cycle Care Fund applies to all donated park elements installed after the adoption of this policy. It is in the Village's interest to exclude certain donations from this policy such as donations with short life spans. This policy shall not apply to land or building donations.

The Fund is established with the intent of providing a regular dedicated revenue source and sufficient to reasonably maintain future donations for the duration of their expected life cycle. The cost of a donation will include the cost of purchase, installation, and the estimated cost of maintenance sufficient based upon the expected life cycle for a donated item. The expected life cycle, routine maintenance and element costs are identified in a separate schedule at the time of donation. This schedule is maintained administratively and may be modified from time to time to ensure that sufficient resources are available to maintain donations.

<b>Donation</b> Application for Art Work, Monuments and Non-conforming donations
Application must include a summary to demonstrate how the proposed donation meets the application criteria established in the policy.
Name of Donor:
Address of Donor:
Phone Number: Work: Home: Fax:
Email:
Description of Donation (if available provide a photo):
Proposed Location of Donation:
Requested Wording on Memorial Acknowledgement:
Value of Donation: \$
I have read the Donation Policy Requested by: Date: Reviewed by: Date:
Donation Cost Calculations
Element Type: Value of Donation \$
Cost of Plaque \$
Life Cycle Term Years (x)
Annual Life Cycle Cost \$
(determined by Village staff) Life Cycle Cost \$
Total Cost of Donated Element \$ (

Board of Trustees Approval: :\_\_\_\_\_ Date:\_\_\_\_\_







# **ORDER FORM/PROPOSAL**

Please verify the Bill To and Ship To address information when ordering.

April 19, 2017

**Bill To:** Jennifer Swoyer (Please provide)

**ORIGINAL JOB NO:** CALL 24 HOURS PRIOR TO DELIVERY: Jennifer @ 630-667-5776 **CUSTOMER PURCHASE ORDER #:** 

<u>QTY.</u>	NO.	DESCRIPTION	EACH	<u>TOTAL</u>
1	19-60	6' All Steel Bench (Specify color)		\$ 1,185.00
1	Q01ZE	2" x 10" Zinc Etched Plaque installed on bench		325.00
		Subtotal		\$ 1,510.00
		Shipping Cost		275.00
		Total		\$ 1,785.00
		Above prices include shipping but not installation		

Above prices include shipping but not installation. If project is tax exempt, please provide a copy of your Sales Tax Exemption Certificate with Order Placement. Sales Tax will be charged, if applicable.

Above prices are in effect for 120 days.

TERMS: Full Payment with or	rder.		
Signature	Title	Date	

HIN17SWO1.JLR

Box 2121 LaGrange, IL 60525 708-579-9055 708-579-0109 (fax) 1-800-526-6197

Ship To: (Please provide)

# In Memory of Chelsea Yeager Your Friends and Neighbors of Melin Park



DO NOT COMPLETELY TIGHTEN HARDWARE. 2.) THE ACTUAL PARTS WILL NOT BE NUMBERED. NUMBERS ONLY APPLY TO DRAWING. 3.) UPON COMPLETION OF ASSEMBLY SQUARE ALL COMPONENTS THEN TIGHTEN ALL HARDWARE 4.) MOUNT AND ANCHOR AS SPECIFIED.	3/4" WRENCH 5/16" ALLEN WRENCH 1/2" MASONRY DRILL BIT DRILL	SUPPORTS.		H SEAT TO			4
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KITS PROVIDED	DESCRIPTION			1 0- 2	PART NO	DESCRIPTION 6' STL SEAT FOR 2" X 10" PLQ CAST IRON BENCH SUPPORT	
(4) KITS PROVIDED	DESCRIPTION		1 2	1 0- 2	PART NO -19-60-Q01-01 0-57-00-02	DESCRIPTION 6' STL SEAT FOR 2" X 10" PLQ	
KITS         PROVIDED           ITEM         QTY         PART NO           7         1         K-ANC0860-4	DESCRIPTION 1/2" X 3 3/4" SS ANCHOR KIT (4PC)		1 2 3	1 0- 2 1	PART NO -19-60-Q01-01 0-57-00-02 0-57-60-04	Description 6' Stl Seat for 2" X 10" plq Cast Iron Bench Support 71 3/4" pipe Brace	
KITS         PROVIDED           ITEM         QTY         PART NO           7         1         K-ANC0860-4           8         1         K-FC0840-6	DESCRIPTION	DATE DRAWN : 03/24/09	1 2 3 4	1 0- 2 1 6 4 4 4	PART NO -19-60-Q01-01 0-57-00-02 0-57-60-04 1-12-065	DESCRIPTION 6' STL SEAT FOR 2" X 10" PLQ CAST IRON BENCH SUPPORT 71 3/4" PIPE BRACE 1/2" X 2 1/2" FLT SKT HD CAP SCR	



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AGENDA ITEM # / D REQUEST FOR BOARD ACTION Administration

AGENDA SECTION:	First Reading – ACA
SUBJECT:	Amendment to Liquor Code Prohibited Signage-First Read
MEETING DATE:	May 16, 2017
FROM:	Bradley Bloom, Assistant Village Manager/Dir Public Safety

#### **Recommended Motion**

Approve an Ordinance Amending Title 3 ("Business and License Regulations") Chapter 3 ("Liquor Control"), Section 3-3-30 ("Signs and Advertisements") of the Village Code of Hinsdale

#### Background

The Village's liquor code (Section 3-3-30 of the Village Code) contains specific language that prohibits signs visible from outside the premises advertising the sale of alcohol liquor that 1) advertises, depicts, or in any other way represents any alcoholic liquor or any alcoholic liquor maker, distributor, brand, slogan, or logo, or 2) announces, advertises, depicts, or in any other way represents any alcoholic liquor sale or special event. Village staff received a complaint from a resident alerting staff that a liquor license holder was displaying non-functioning beer taps and empty liquor bottles in their store windows in violation of the liquor code. Village staff notified the liquor licensee seeking voluntary compliance by removing the items in question from the window. The liquor licensee's attorney challenged the ordinance asserting that the items displayed in the windows were not signs.

#### Discussion & Recommendation

Staff reviewed this matter with the Village attorney and the Village's insurance provider who suggested modifying the language to prohibit both signs and objects that advertise the sale of alcoholic liquor. The draft ordinance has modified to reflect this change. Additional language has been added that would exclude objects that may be visible from outside the premises advertising liquor that are located within the immediate bar area or part of the bar itself.

#### Budget Impact

No budget impact.

#### Village Board and/or Committee Action

#### **Documents Attached**

1. Proposed ordinance amending Section 3-3-30 of the Village Code

#### VILLAGE OF HINSDALE

#### ORDINANCE NO.

## AN ORDINANCE AMENDING TITLE 3 ("BUSINESS AND LICENSE REGULATIONS"), CHAPTER 3 ("LIQUOR CONTROL"), SECTION 3-3-30 ("SIGNS; ADVERTISEMENTS") OF THE VILLAGE CODE OF HINSDALE

**WHEREAS**, the Village of Hinsdale carefully licenses and regulates the sale and service of alcoholic liquor in the Village; and

**WHEREAS**, among the alcoholic liquor regulations are regulations related to signs and onsite advertising by liquor licensees; and

**WHEREAS**, the President and Board of Trustees of the Village of Hinsdale have determined that it is appropriate and in the best interest of the Village and its residents to clarify the Village of Hinsdale's regulations related to signs and onsite advertising by liquor licensees; and

**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:** Title 3 ("Business and License Regulations"), Chapter 3 ("Liquor Control"), Section 3-3-30 ("Signs; Advertisements"), Subsection 3-3-30(A) is hereby amended to read its entirety as follows:

"Prohibited: No sign, <u>object or display</u> which is visible from outside of the premises where alcoholic liquor is sold, which promotes or advertises the sale of alcoholic liquor, or identifies the licensee's premises as a place where alcoholic liquor is served, shall be placed or erected inside or outside of the licensed premises."

**Section 2:** Title 3 ("Business and License Regulations"), Chapter 3 ("Liquor Control"), Section 3-3-30 ("Signs; Advertisements"), Subsection 3-3-30(B) is hereby amended to read its entirety as follows:

"Certain Signage Prohibited: No person shall post, permit, keep, maintain, or allow on or in any licensed premises any sign <u>object or display</u> that is visible from any point or place outside of the licensed premises and that: 1) advertises, depicts, or in any other way represents any alcoholic liquor or any alcoholic liquor maker, distributor, brand, slogan, or logo, or 2) announces, advertises, depicts, or in any other way represents any alcoholic liquor sale or special event. This subsection shall not prohibit the use of the legal name of the licensed business on signage that otherwise complies with applicable codes, ordinances, and regulations."

**Section 3:** Title 3 ("Business and License Regulations"), Chapter 3 ("Liquor Control"), Section 3-3-30 ("Signs; Advertisements"), is hereby amended by adding a new Subsection 3-3-30(F), which shall read in its entirety as follows:

"Nothing contained in this section shall prohibit a licensee from maintaining, within the immediate bar area of a licensed premises, equipment or containers that are functionally integral to service of alcoholic liquor for consumption on premises, such as, for example, bottles containing alcoholic liquor or a tap valve."

**Section 4:** 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 pamphlet form in the manner provided by law.

PASSED this	day of	2017.	
AYES:			
NAYS:			
ABSENT:			 

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_\_ 2017.

Thomas K. Cauley, Jr., Village President

ATTEST:

Christine M. Bruton, Village Clerk

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AGENDA ITEM #\_/C\_\_\_ REQUEST FOR BOARD ACTION Finance

AGENDA SECTION:	First Reading – ACA
SUBJECT:	Third Term Extension with the Hinsdale Platform Tennis Association
MEETING DATE:	May 16, 2017
FROM:	Darrell Langlois, Assistant Village Manager/Finance Director

#### **Recommended Motion**

To Approve a Recreational License Agreement-Third Term Extension with the Hinsdale Platform Tennis Association.

#### Background

The Village has eight platform tennis courts; six are located at KLM Park and two are located at Burns Field. The Village has two license agreements in place that cover most of the platform tennis programming. The first agreement is with Mary Doten, which allows her to teach and coordinate lessons at the Village courts. The second agreement is with the Hinsdale Platform Tennis Association (HPTA), which allows their organization use of the courts for practice, league play, and special events. Under terms of the license agreement between the Village and HPTA, their members and league players are required to also have a platform tennis membership with the Village.

#### **Discussion & Recommendation**

The current license agreement between HPTA and the Village was set to expire in March, 2016. Two previous extensions were approved in order to negotiate terms of a successor agreement; the most recent extension is set to expire on May 31, 2017. Since March, 2016 a negotiating committee consisting of ACA Chairman Hughes, Parks and Recreation Commission Chair Alice Waverly, and Village staff have had numerous meetings with representatives from HPTA but the work of coming up with a new agreement is not yet complete. It is recommended that the current agreement now be extended to November 30, 2017 so that we can complete the negotiations on a new agreement.

#### **Budget Impact**

N/A

#### Village Board and/or Committee Action

N/A

#### **Documents Attached**

1. Recreation License Agreement-Third Term Extension



Page 2 of 2

#### RECREATIONAL LICENSE AGREEMENT — THIRD TERM EXTENSION

This Recreational License Agreement – Third Term Extension (hereinafter "Third Term Extension Agreement") is executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by and between the Village of Hinsdale, Illinois (the "Village") and the Hinsdale Platform Tennis Association, a not-for-profit corporation (the "HPTA", and together with the Village, the "Parties").

#### RECITALS

- A. The Village is a unit of local government organized pursuant to and in accordance with the Illinois Municipal Code, 65ILCS 5/1-1-1, *et seq.*; and
- B. The Village owns real property commonly known as The Katherine Legge Memorial Park, which is located at 5901 — 5911 S. County Line Road, Hinsdale, Illinois (the "Property"); and
- C. The Property contains recreational and social facilities, which the Village regularly permits individuals, organizations and entities to use, subject to certain terms and conditions of use; and
- D. HPTA is a not-for-profit Illinois corporation, and has requested that the Village permit it to regularly use the Property's paddle tennis facilities (the "Paddle Tennis Facilities") for the benefit of HPTA's members and guests; and
- E. The Parties have previously entered into a Recreational License Agreement dated March 3, 2009, a copy of which is attached hereto as **Exhibit A** and made a part hereof (the "Recreational License Agreement"); and
- F. The Parties have previously extended the Recreational License Agreement through May 31, 2017, most recently pursuant to a Recreational License Agreement – Second Term Extension, a copy of which is attached hereto as <u>Exhibit B</u> and made a part hereof; and
- G. The Parties now desire to further extend the Recreational License Agreement to November 30, 2017, subject to the terms and conditions set forth herein in this Third Term Extension Agreement.

NOW, THEREFORE, in consideration of the above recitals and other good and valuable considerable, the receipt and sufficiency of which are hereby acknowledged by each of the Parties, the Parties agree as follows:

- 1. **Recitals** The above recitals are incorporated into and made a part of this Second Term Extension Agreement by reference.
- 2. **Term** The term of this Third Term Extension Agreement shall commence on June 1, 2017 and shall, unless earlier terminated by the Parties, automatically expire at 12:00 midnight on November 30, 2017.

- 3. **Terms and Conditions** Except as otherwise modified by this Third Term Extension Agreement, all terms and conditions of the Recreational License Agreement dated March 3, 2009 shall remain the same and shall remain in full force and effect during the term of this Third Term Extension Agreement.
- 4. Intergovernmental Agreement HPTA understands that the Village has entered into an Intergovernmental Agreement (IGA) with the Village of Burr Ridge, a copy of which is attached as <u>Exhibit C</u> and made a part hereof. HPTA agrees to comply with the conditions contained in the IGA related to use and operation of the platform tennis courts subject to this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Third Term Extension Agreement to be executed by duly authorized, as of the day and year written above.

VILLAGE OF HINSDALE

HINSDALE PLATFORM TENNIS ASSOCIATION

Village President

President of HPTA

ATTEST:

ATTEST:

Village Clerk

Secretary, HPTA
### Exhibit A

## RECREATIONAL LICENSE AGREEMENT

This Recreational License Agreement (the "Agreement") is executed on <u>March 3</u>, <u>2009</u>, by and between the Village of Hinsdale, Illinois (the "Village"), and the Hinsdale Platform Tennis Association, a not-for-profit corporation ("HPTA", and together with the Village, the "Parties").

#### RECITALS

- A. The Village is a unit of local government organized pursuant to and in accordance with the Illinois Municipal Code, 65 ILCS 5/1-1-1, et seq.
- B. The Village owns real property known as The Katherine Legge Memorial Park, which is located at 5901 5911 South County Line Road, Hinsdale, Illinois (the "Property").
- C. The Property contains recreational and social facilities, which the Village regularly permits individuals, organizations, and entities to use, subject to certain terms and conditions of use.
- D. HPTA is a not-for-profit Illinois corporation, and has requested that the Village permit it to regularly use the Property's paddle tennis facilities (the "Paddle Tennis Facilities") for the benefit of HPTA's members and guests.
- E. In consideration of the Village's agreement to permit HPTA to use the Paddle Tennis Facilities on a continuing and pre-scheduled basis during the term of this Agreement, HPTA agrees to use the Paddle Tennis Facilities in strict accordance with the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the above-recitals, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties, the Parties agree as follows:

- 1. **Recitals.** The above recitals are incorporated into and made a part of this Agreement by reference.
- 2. **Recreational License.** The Village hereby grants a non-exclusive, revocable license (the "Recreational License") to HPTA, subject to the termination provisions of this Agreement, to use the Paddle Tennis Facilities for the sole purpose of practicing and playing tennis, and for no other purpose. HPTA expressly acknowledges that this Recreational License is not an interest in real or personal property. HPTA shall not under any circumstance record this Agreement or any document pertaining to this Agreement in any recorder's office, or with any other governmental body or agency.

- 3. **Term.** The term of the Recreational License shall commence upon the execution of this Agreement, and shall automatically expire on <u>March 3, 2011</u> unless sooner terminated in accordance with the terms and conditions of this Agreement.
- 4. **Termination.** This Agreement and the Recreational License may be terminated by the Village at any time, for any reason, in the Village's sole discretion, upon fourteen (14) days written notice to HPTA. Upon HPTA's receipt of such notice, this Agreement shall terminate automatically.
- 5. **HPTA's Performance.** At all times during the term of this Agreement, HPTA shall act or refrain from acting as follows:
  - a. HPTA shall comply with all applicable federal, state, and municipal laws, statutes, ordinances, rules and regulations in its use of the Paddle Tennis Facilities;
  - b. HPTA shall take such reasonable actions as needed to ensure that its use of the Paddle Tennis Facilities do not unreasonably interfere with the normal and ongoing activities of the Village and other permitted users of the Property;
  - c. Immediately after each occasion on which it uses the Paddle Tennis Facilities, HPTA shall promptly remove any trash or debris left by its members or guests, and shall promptly remedy any damage to the Paddle Tennis Facilities and/or the Property caused by HPTA's members or guests, so as to restore the Paddle Tennis Facilities and the Property to the same condition as existed prior to any use by HPTA;
  - d. HPTA shall not perform or cause to be performed any improvement to, or modification of, the Paddle Tennis Facilities or the Property unless and until it receives express, prior, written authorization from the Village.
- 6. Scheduling. HPTA's use of the Paddle Tennis Facilities is limited to those seasonal dates listed on Exhibit A, which is attached hereto and incorporated herein by reference, and to those other dates and times on which the Parties may later agree. If a scheduling conflict arises where the Village and HPTA each anticipate using the Paddle Tennis Facilities to the exclusion of the other, the Village's anticipated needs shall have priority over HPTA's anticipated needs to the extent of the conflict. If a scheduling conflict arises between HPTA and any other permitted user of the Paddle Tennis Facilities, the first party to have made a written reservation with the Village for use of the Paddle Tennis Facilities shall have priority. The Parties shall cooperate in good faith to avoid any such scheduling conflict.

## 7. Liability and Risk of Loss.

- Indemnity. HPTA shall indemnify and hold the Village, its elected a. officials. administrators, attorneys, agents, employees. and representatives (collectively the "Indemnitees") harmless from any and all losses, injuries, claims, causes of action, demands, liabilities, damages, expenses, costs, and/or attorneys' fees that any of the Indemnitees may incur, which arise out of, result from, or occur in connection with HPTA's performance and/or breach of any of HPTA's duties under this Agreement, or any other act or omission of HPTA that relates in any way to this Agreement, or to HPTA's use of the Paddle Tennis Facilities or the Property. This duty to indemnify shall survive expiration or termination of this Agreement.
- b. **Insurance.** At all times during the term of this Agreement, HPTA shall maintain insurance policies with coverages and limits as provided in <u>Exhibit B</u>, and shall comply with all terms and conditions contained in <u>Exhibit B</u>, which is attached hereto and incorporated herein by reference.
- c. **Non-Waiver of Defenses.** Neither the above indemnification provision, insurance provision, nor any other provision of this Agreement, is intended to constitute the waiver of any immunity or defense held by the Village under the statutes or common laws of the State of Illinois.
- 8. Attorneys' Fees to Village as Prevailing Party. If the Village brings any cause of action against HPTA for any material or immaterial breach of this Agreement, in the event the Village prevails in such action, as determined by the Court, HPTA shall be liable to pay the Village's attorneys' fees, expenses, and court costs incurred in connection with such action.
- Notices. Notices required or permitted to be given under this Agreement shall be in writing, shall be deemed received when sent, and shall be sent by U.S. mail addressed to the addressees listed below:

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

## Hinsdale Platform Tennis Association Bill O'Brien, President 9515 Southview Avenue Brookfield, IL 60513

10. Integration; No Oral Modification. This Agreement represents the final and complete agreement of the Parties with respect to its subject matter. All prior communications, representations, negotiations, and promises, both oral and written, are deemed merged into this Agreement, and are of no force or effect. This Agreement may not be modified orally. Any modification of this Agreement must be in writing and signed by both Parties to be enforceable.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by duly authorized officers thereof, as of the day and year written above:

VILLAGE OF HINSDALE HINSDALE PLATFORM TENNIS ASSOCIATION President of the Board of Trustees ident

ATTEST: 2000 Clerk of the Village of Hinsdale

ATTEST:

Secretary

# EXHIBIT A – HPTA's Seasonal Dates For Use of Paddle Tennis Facilities

October 15 through April 15 of each year during the term of the Recreational License

## EXHIBIT B - INSURANCE COVERAGES AND LIMITS

## 1. Insurance Coverage

- A At all times during the term of this Agreement, HPTA shall procure and maintain, in full force and effect, general liability, comprehensive automobile liability, and umbrella / excess liability insurance policies which cover personal injury and property damage.
- B. HPTA shall procure all such policies from a company or companies authorized to do business in Illinois and licensed by the Illinois Department of Financial and Professional Regulation, rated with an "A" or better in the current edition of Best's Key Rating Guide, or which is otherwise preapproved in writing by the Village.
- C. Each of the above-referenced policies shall have the following minimum coverage limits:
  - a. Comprehensive General Liability and Automobile Liability

Bodily Injury	\$1,000,000 per occurrence
	\$2,000,000 aggregate
Personal Injury	\$1,000,000 per occurrence
•••	\$2,000,000 aggregate
orella / Excess Coverage	\$3,000,000

- b. <u>Umbrella / Excess Coverage</u> \$3,000,000
- 2. Additional Insured. Each of the policies procured and maintained by HPTA in accordance with this Agreement shall name the Village, its elected officials, administrators, employees, attorneys, agents, and representatives as additional insured, shall expressly insure the indemnification provision in Section 7.a of this Agreement, and shall provide that each respective policy shall not be terminated, cancelled, or materially changed without at least thirty (30) days advanced written notice to the Village.
- 3. Certificates of Insurance. Prior to the beginning of the term of this Agreement, and on or before January 1<sup>st</sup> of each year during the term of this Agreement, HPTA shall submit to the Village copies of each of HPTA's certificates of insurance evidencing the procurement and maintenance of the above-referenced policies in accordance with this Agreement.

4. Non-Payment of Insurance Premiums. In the event any of the above-referenced policies is terminated, cancelled, or materially changed at any time, the Village may give written notice to HPTA, identifying the policy terminated, cancelled, or materially changed and requesting that HPTA cause such policy to conform to the requirements of this Agreement. In the event HPTA fails to cause such policy to conform to the requirements of this Agreement within seven (7) days after receipt of such notice, the Village may, in its sole discretion, take such actions and pay such expenses as are reasonably necessary to procure such deficient policy and/or cause it to conform to the requirements of this Agreement. In that event, HPTA shall be liable to the Village for all costs, expenses, and attorneys fees incurred by the Village in procuring such policy or causing it to conform to the requirements of this Agreement.

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s/contracts/paddle tennis 09

#### Exhibit B

#### RECREATIONAL LICENSE AGREEMENT — SECOND TERM EXTENSION

This Recreational License Agreement – Second Term Extension (hereinafter "Second Term Extension Agreement") is executed on this <u>444</u> day of <u>useust</u>, 2016 by and between the Village of Hinsdale, Illinois (the "Village") and the Hinsdale Platform Tennis Association, a not-for-profit corporation (the "HPTA", and together with the Village, the "Parties").

### RECITALS

- A. The Village is a unit of local government organized pursuant to and in accordance with the Illinois Municipal Code, 65ILCS 5/1-1-1, et seq.; and
- B. The Village owns real property commonly known as The Katherine Legge Memorial Park, which is located at 5901 — 5911 S. County Line Road, Hinsdale, Illinois (the "Property"); and
- C. The Property contains recreational and social facilities, which the Village regularly permits individuals, organizations and entities to use, subject to certain terms and conditions of use; and
- D. HPTA is a not-for-profit Illinois corporation, and has requested that the Village permit it to regularly use the Property's paddle tennis facilities (the "Paddle Tennis Facilities") for the benefit of HPTA's members and guests; and
- E. The Parties have previously entered into a Recreational License Agreement dated March 3, 2009, a copy of which is attached hereto as **Exhibit A** and made a part hereof (the "Recreational License Agreement"); and
- F. The Parties have previously extended the Recreational License Agreement through July 31, 2016, pursuant to a Recreational License Agreement – Term Extension, a copy of which is attached hereto as <u>Exhibit B</u> and made a part hereof; and
- G. The Parties now desire to further extend the Recreational License Agreement to May 31, 2017, subject to the terms and conditions set forth herein in this Second Term Extension Agreement.

NOW, THEREFORE, in consideration of the above recitals and other good and valuable considerable, the receipt and sufficiency of which are hereby acknowledged by each of the Parties, the Parties agree as follows:

- 1. **Recitals** The above recitals are incorporated into and made a part of this Second Term Extension Agreement by reference.
- 2. Term The term of this Second Term Extension Agreement shall commence on August 1, 2016 and shall, unless earlier terminated by the Parties, automatically expire at 12:00 midnight on May 31, 2017.

- 3. Terms and Conditions Except as otherwise modified by this Second Term Extension Agreement, all terms and conditions of the Recreational License Agreement dated March 3, 2009 shall remain the same and shall remain in full force and effect during the term of this Second Term Extension Agreement.
- 4. Intergovernmental Agreement HPTA understands that the Village has entered into an Intergovernmental Agreement (IGA) with the Village of Burr Ridge, a copy of which is attached as <u>Exhibit C</u> and made a part hereof. HPTA agrees to comply with the conditions contained in the IGA related to use and operation of the platform tennis courts subject to this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Second Term Extension Agreement to be executed by duly authorized, as of the day and year written above.

VILLAGE OF HINSDALE

Village resident

ATTEST:

m. Brut

Village Clerk

HINSDALE PLATFORM TENNIS ASSOCIATION

President of HPTA

ATTEST:

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Secretary, HPTA-

## AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF HINSDALE AND THE VILLAGE OF BURR RIDGE REGARDING THE <u>CONSTRUCTION OF ADDITIONAL PLATFORM TENNIS COURTS</u>

THIS INTERGOVERNMENTAL AGREEMENT is made by and between the VILLAGE OF HINSDALE, an Illinois municipality (hereinafter "Hinsdale") located at 19 East Chicago Avenue, Hinsdale, Illinois 60521, and the VILLAGE OF BURR RIDGE, an Illinois municipality (hereinafter "Burr Ridge"), located at 7660 South County Line Road, Burr Ridge, Illinois 60527.

#### WITNESSETH:

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 provides that units of local government may contract to exercise, combine or transfer any power or function not prohibited to them by law or ordinance; and

WHEREAS, the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) authorizes units of local government to exercise jointly with any public agency of the State of Illinois, including other units of local government, as well as individuals, association and corporations, any power, privilege or authority which may be exercised by a unit of local government individually, and to enter into contracts for the performance of governmental services, activities and undertakings; and

WHEREAS, Hinsdale owns real property know as the Katherine Legge Memorial Park, which is located at 5911 South County Line Road, Hinsdale, Illinois (hereinafter the "Subject Property"), and adjacent to Burr Ridge; and

WHEREAS, the Subject Property contains recreational and social facilities, including platform tennis courts, warming hut and related structures (the "Courts"), which Hinsdale permits individuals, organizations and entities to use, subject to certain terms and conditions; and 4.1 This Agreement represents the entire agreement between Hinsdale and Burr Ridge with respect to the addition of the Courts on the Subject Property.

### 5.0 GOVERNING LAW

5.1 This Agreement shall be governed by the laws of the State of Illinois both as to interpretation and performance. Venue for any action shall be in the DuPage County Circuit Court.

## 6.0 TERM

6.1 The term of this Agreement shall expire on June 30, 2016. The parties agree to meet within 120 days prior to the expiration of this Agreement to discuss a renewal of this Agreement.

#### 7.0 SEVERABILITY

7.1 The terms, conditions, and provisions of this Agreement shall be severable, and if any term, condition, or provision is found to be unenforceable for any reason whatsoever, the remaining terms, conditions, and provisions shall remain in full force and effect.

### 8.0 NOTICE

- 8.1 Notice or other writings which either party is required to, or may wish to serve upon the other party in connection with this Agreement shall be in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:
  - A. If to Burr Ridge:

Village Administrator Village of Burr Ridge 7660 County Line Road Burr Ridge, Illinois 60527

B. If to Hinsdale:

Village Manager Village of Hinsdale 19 East Chicago Avenue Hinsdale, Illinois 60521 WHEREAS, Hinsdale desires to expand the facilities located on the Subject Property through the addition of two new Courts and has obtained a Special Use Permit for such plans; and

WHEREAS, Hinsdale and Burr Ridge have determined it to be in the best interests of their residents to cooperate in connection with the addition of those two new Courts, and in connection with the operations of the Courts generally;

WHEREAS, Hinsdale and Burr Ridge agree that the establishment of this intergovernmental agreement is consistent with that determination;

**NOW, THEREFORE**, in consideration of the mutual promises, terms and conditions set forth herein, the sufficiency of which is hereby acknowledged, and in the interest of intergovernmental cooperation, Hinsdale, as the owner of the Subject Property, and as the petitioner for an amendment to the special use and Burr Ridge hereby agree as follows:

## 1.0 RECITALS INCORPORATED

1.1 The foregoing recitals are incorporated by reference as though fully set forth herein.

## 2.0 OBLIGATIONS OF HINSDALE

- 2.1 As the landowner Hinsdale agrees as follows, to the extent of its lawful authority in such capacity, and as petitioner for a special use permit, Hinsdale agrees that its application to its Plan Commission requesting a special use for approval of the Courts on the Subject Property shall contain the following conditions:
  - 2.1.1 <u>Placement of Two New Courts:</u> The two new Courts will be located as indicated on the diagram attached hereto as **Exhibit 1**.
  - 2.1.2 <u>Additional Courts Beyond Addition of Two New Courts</u>: During the term of this Agreement and except for the existing and two new proposed platform tennis courts, Hinsdale will not install any additional Courts on the Subject Property.
  - 2.1.3 <u>Hours of Operation</u>: The Court are to be located, configured and designated by number 1, 2, 3, 4, 5 and 6 (for purposes of this Agreement) as set forth on **Exhibit 1**, attached hereto and made a part hereof.

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(A) Hinsdale will turn off the lights on courts 3 & 4 at 10:00 p.m. on Tuesday through Thursday; and

(B) Courts 1, 3 and 4 at 10:00 p.m. on Friday through Monday; and

(C) For any day on which the lights are not turned off at 10:00 p.m. for any court, the lights shall turn off at 10:30 p.m.

Hinsdale will install automatic timers for the lighting referenced in this Agreement.

Hinsdale will make a good faith attempt to ensure that the Hinsdale Platform Tennis Association ("HPTA") reasonably complies with the applicable rules established and in effect between Hinsdale and the HPTA, including but not limited to, turning off the lights for any court that is not being used.

- 2.1.4 <u>Drainage</u>: Hinsdale shall construct a new berm, north of the platform tennis courts and water detention area to improve drainage as indicated on attached **Exhibit 2** as approved by the Metropolitan Water Reclamation District ("MWRD").
- 2.1.5 <u>Landscaping</u>: Hinsdale shall install, at its own cost, additional landscaping as follows, all as indicated on the diagram attached hereto as **Exhibit 1**

#### 3.0 OBLIGATIONS OF BURR RIDGE

3.1 Burr Ridge agrees not to oppose the construction or approval of two new Courts or noise associated with the routine and ordinary use of the Court during authorized hours of play for paddle tennis, or authorized timing of the lights as provided by this Agreement, generally through litigation or otherwise, including, but not limited to, through any nuisance actions against Hinsdale. Burr Ridge further agrees not to oppose any approval or permits sought by Hinsdale or the Hinsdale Platform Tennis Association, relating to the two new Courts. In addition, Burr Ridge further agrees not to provide any support or assistance, financial or otherwise, to any Burr Ridge or Hinsdale resident relating to the construction of the two new Courts or the approval and routine and ordinary use of the Courts during authorized hours of play for paddle tennis. Burr Ridge's violation of this section shall immediately void this Agreement. This paragraph shall not prevent either Village from taking any action to enforce the terms of this Agreement.

#### 4.0 ENTIRE AGREEMENT

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Agreement as of the day of	, 2011.
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VILLAGE OF HINSDALE	VILLAGE OF BURR RIDGE
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Village President	Mayor
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Attest: Christian Button Village Clerk	Attest: Viere Thomas
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Date: 7124 3,2011	Date: 4-28-11
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IN WITNESS WHEREOF, the parties have entered into this Intergovernmental



Agenda Item #\_\_\_\_\_

**REQUEST FOR BOARD ACTION** Public Services & Engineering

AGENDA SECTION:	First Read – EPS
SUBJECT:	Prevailing Wage Ordinance
MEETING DATE:	May 16, 2017
FROM:	Dan Deeter, PE Village Engineer

## Recommended Motion

Adopt an Ordinance Establishing Prevailing Wages for Public Works in the Village of Hinsdale, Cook and DuPage Counties, Illinois

## Background

The State of Illinois requires municipalities to adopt an ordinance stating that the municipalities will investigate and ascertain prevailing wages for the construction of public works projects.

## **Discussion & Recommendation**

The Illinois Department of Labor publishes the prevailing wage rates on its website at <u>http://www.illinois.gov/idol/Pages/default.aspx</u>. The Department revises the prevailing wage rates periodically and the contractor/subcontractor has an obligation to check the Department's website for revisions to prevailing wage rates. This is an annual ordinance. Staff recommends the Board of Trustees adopts an Ordinance Establishing Prevailing Wages for Public Works in the Village of Hinsdale, Cook and DuPage Counties, Illinois

#### **Budget Impact**

N/A

Village Board and/or Committee Action N/A

## **Documents Attached**

1. Draft Ordinance

## VILLAGE OF HINSDALE

#### ORDINANCE NO.

## AN ORDINANCE ESTABLISHING PREVAILING WAGES FOR PUBLIC WORKS IN THE VILLAGE OF HINSDALE, <u>COOK AND DUPAGE COUNTIES, ILLINOIS</u>

**WHEREAS**, the State of Illinois has enacted the Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.* (2011), as amended ("the Act"); and

**WHEREAS**, the Act requires that the Village of Hinsdale ("Village") investigate and ascertain the prevailing rate of wages as defined in said Act for laborers, mechanics and other workers in the locality of the Village employed in performing construction of public works during the month of June of each year.

**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 Incorporated</u>. The recitals set forth above constitute a material part of this Ordinance as if set forth in their entirety in this Section 1.

Section 2. Determination of Prevailing Wages. To the extent and as required by the Act, the general prevailing rate of wages in the Village for laborers, mechanics and other workers engaged in construction of public works coming under the jurisdiction of the Village is hereby ascertained to be the same as the prevailing wages for construction work in DuPage and Cook Counties, as determined by the Department of Labor of the State of Illinois on its website at http://www.illinois.gov/idol/Pages/default.aspx. The definition of any terms appearing in this Ordinance which are also used in the aforesaid Act shall be the same as in said Act.

<u>Section 3.</u> <u>Prevailing Wages Applicable to Public Works.</u> Nothing herein contained shall be construed to apply said general prevailing rate of wages as herein ascertained to any work or employment except public works construction of the Village to the extent required by the Act.

<u>Section 4.</u> <u>Posting of Determination</u>. The Village Clerk shall publicly post or keep available for inspection by any interested party this determination of such prevailing rate of wages or any revisions of such prevailing rate of wages. A copy of this determination or of the current revised determination of prevailing rate of wages then in effect shall be attached to contract specifications as required by the Act, or, if permitted by the Act, shall be referenced in the contract specifications.

<u>Section 5.</u> <u>Service of Determination.</u> The Village Clerk shall mail a copy of this determination to any employer and to any person or association of employees who have filed their names and addresses and have requested copies of any determination

stating the particular rates and the particular class of workers whose wages will be affected by such rates.

<u>Section 6.</u> <u>Filing of Determination</u>. The Village Clerk shall promptly file a certified copy of this Ordinance with both the Secretary of State and the Department of Labor of the State of Illinois.

<u>Section 7</u>. <u>Publication of Determination</u>. Within thirty days after the filing with the Secretary of State, the Village Clerk is hereby authorized and directed to cause to be published in a newspaper of general circulation within the area notification of passage of this Ordinance, stating:

## VILLAGE OF HINSDALE DUPAGE AND COOK COUNTIES, ILLINOIS

## PUBLIC NOTICE OF ADOPTION OF PREVAILING WAGE STANDARDS

PLEASE TAKE NOTICE that on June <u>13</u>, 2017, the President and Board of Trustees of the Village of Hinsdale, DuPage and Cook Counties, Illinois, adopted Ordinance Number \_\_\_\_\_\_, determining prevailing wages pursuant to 820 ILCS 130/1 *et seq.*, the Illinois "Prevailing Wage Act," which determination is now effective.

(Date of Publication)

Published by Order of the President and Board of Trustees of the Village of Hinsdale

## CHRISTINE M. BRUTON VILLAGE CLERK

and such publication shall constitute notice that the determination is effective and that this is the determination of the Village.

<u>Section 8.</u> <u>Severability and Repeal of Inconsistent Ordinances</u>. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance. All ordinances in conflict herewith are hereby repealed to the extent of such conflict.

<u>Section 9</u>. <u>Effective Date</u>. 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 \_\_\_\_th day of June 2017.

AYES:

NAYS:

ABSENT:

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_ 2017.

Thomas K. Cauley, Jr., Village President

ATTEST:

Christine M. Bruton, Village Clerk



**REQUEST FOR BOARD ACTION** 

AGENDA ITEM # / P

Fire Department

AGENDA SECTION:	First Reading - ZPS
SUBJECT:	Termination of IGA for Radio/Microwave system sharing
MEETING DATE:	May 16, 2017
FROM:	John Giannelli, Fire Chief

## **Recommended Motion**

Approve a resolution terminating the intergovernmental agreement (IGA) between the Villages of Hinsdale, Clarendon Hills, Downers Grove, Westmont, and Willow Springs, the Tri State Fire Protection District, and DuPage Public Safety Communications (DUCOMM) for the Southeast DuPage County Communications and Radio Networks.

## Background

In July 2013 the Village of Hinsdale entered into an Intergovernmental Agreement with the Villages of Downers Grove, Westmont, Clarendon Hills, Willow Springs, the Tri State Fire Protection District and DuComm for the sharing of a Public Safety radio and Microwave communications network. The purpose of the radio network was to continue, and enhance, the interoperability of mutual response agencies that work with Hinsdale.

Since the inception of the agreement all of these fire departments have consolidated and/or moved their dispatch centers with either DuComm or the Addison Consolidated Dispatch Center (ACDC). The consolidations have resulted in re-alignment of radio communication systems, frequencies and systems to better serve the public and provide a better organized communications network in southeast DuPage County.

The Fire Chiefs of the fire departments that are a part of the IGA have determined that it is in the best interest of each fire department to terminate the 2013 IGA and transfer joint ownership rights and maintenance responsibilities of the system to DuComm and ACDC. At the current time each member of the IGA pays \$3,000 annually for preventive maintenance and repairs to the joint radio systems. By transferring our joint ownership rights and maintenance responsibility to DuComm and ACDC, we will no longer be required to pay to maintain these systems. DuComm and ACDC will use the system assets to enhance their communications network for the benefit of Hinsdale and the other fire agencies. The aforementioned entities and the ETSB jointly purchased the assets that are located in part in all the towns in this agreement.

## **Discussion & Recommendation**

Attached for your review and consideration is a copy of the Termination Agreement. This Termination Agreement has been reviewed and approved by our Attorney, Michael A. Marrs. I have also attached a copy of the 2013 IGA explaining the system in more detail.

Page 1 of 2

## **Budget Impact**

None

## Village Board and/or Committee Action

## **Documents Attached**

- Resolution terminating the intergovernmental agreement.
  Asset list included in the termination agreement. Exhibit "A"
  Notice of Termination. Exhibit "B"

- 4. Original IGA

#### **RESOLUTION NO.**

## A RESOLUTION TERMINATING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGES OF CLARENDON HILLS, DOWNERS GROVE, WESTMONT, HINSDALE, AND WILLOW SPRINGS, THE TRI STATE FIRE PROTECTION DISTRICT, AND DUPAGE PUBLIC SAFETY COMMUNICATIONS (DUCOMM) FOR THE SOUTHEAST DUPAGE COUNTY COMMUNICATIONS AND RADIO NETWORKS

WHEREAS, the President and Board of Trustees of the Village of Hinsdale, DuPage and Cook County, Illinois, are always striving to improve the public safety of its citizens, while also attempting to keep the costs of public safety as low as possible; and

WHEREAS, the Hinsdale Fire Department previously used a radio communications network (the "Network") together with the Villages of Downers Grove, Westmont, Clarendon Hills, Willow Springs, and the Tri State Fire Protection District (the "Parties") pursuant to an Intergovernmental Agreement dated June 17, 2013 (the "Intergovernmental Agreement"), which is attached hereto as Exhibit "A" and is made part hereof; and

WHEREAS, the Parties have contracted with different dispatch agencies and have also changed radio frequencies and radio systems since the Intergovernmental Agreement was adopted; and

WHEREAS, the events of September 11, 2001 in New York City underscored the need for local and regional public safety and emergency response agencies to be able to maintain communications during a disaster and throughout the emergency response; and

WHEREAS, pursuant to the Intergovernmental Cooperation Act, the Parties have negotiated a Notice of Termination (the "Termination Agreement") of the Intergovernmental Agreement, which is attached hereto as Exhibit "B" and is made a part hereof, and the President and Board of Trustees of the Village of Hinsdale have determined that it is in the best interests of the Village to approve the Termination Agreement; and

WHEREAS, in order to provide increased radio communications interoperability, it is now considered desirable to discontinue using the Network and to distribute the assets of the Network according to the Termination Agreement;

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

**SECTION ONE:** The President and Board of Trustees of the Village of Hinsdale, DuPage and Cook County, Illinois, approve of the Termination of the Intergovernmental Agreement attached hereto as Exhibit "A". The Village President and Village Clerk, or their designees, are authorized to execute the Termination Agreement attached as Exhibit "B". The Village releases any interest it has in shared property under the Agreement to DU-COMM and/or Addison Consolidated Dispatch Center, as applicable. The Fire Chief is hereby authorized to undertake and coordinate any other tasks required to complete the termination of the Network.

**SECTION TWO:** That all resolutions or parts thereof, in conflict with the provisions of this Resolution are, to the extent of such conflict, expressly repealed.

**SECTION THREE:** That this Resolution shall be in full force and effect from and after its adoption and approval as provided by law.

**PASSED and APPROVED** this <sup>th</sup> day of May, 2017.

AYES:

NAYS:

ABSENT:

## Thomas Cauley, Jr., Village President

ATTEST:

Christine Bruton, Village Clerk

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#### **NOTICE OF TERMINATION**

Exhibir B

This notice shall serve as Notice of Termination pursuant to Section 21 of the Intergovernmental Agreement ("IGA") between the Villages of Clarendon Hills, Downers Grove, Westmont, Hinsdale and Willow Springs, the Tri-State Fire Protection District and DuPage Public Safety Communications (DUCOMM) for the Southeast DuPage County Communications and Radio Networks, dated June 17, 2013 (the "IGA").

Upon termination of the IGA the parties agree that the shared equipment and assets will be distributed and maintained as follows:

- The shared equipment shall be distributed in accordance with Exhibit A, attached hereto and incorporated herein by reference. Each party shall promptly approve a resolution, ordinance or other locally-acceptable authorization to release said shared equipment to DUCOMM and/or Addison Consolidated Dispatch Center ("ACDC").
- 2. The shared equipment that is transferred to ACDC and/or DUCOMM shall remain in the physical location where it is located on the date of this Notice of Termination for a minimum of ten years, unless ACDC and DUCOMM mutually agree otherwise. After ten years, ACDC or DUCOMM may remove, dispose of or repurpose the shared equipment as it deems appropriate. Each party hereto shall continue to maintain their own physical location where the shared equipment is located (as set forth in Exhibit A) and shall continue to provide site coordination and access to ACDC and/or DUCOMM and shall continue to provide security for said shared equipment.
- 3. Certain pieces of equipment are to remain the property of individual entities as set forth in Exhibit A. Those pieces of equipment found under individual headers in Exhibit A of this Agreement are considered to be non-shared assets and shall remain the sole property of each respective entity. It may be repurposed or relocated for any public safety purpose in support of agencies within the DuPage Emergency Telephone System Board (hereinafter "DuPage ETSB") as the individual entity, in its sole discretion, deems appropriate.
- 4. As of the date of this Notice of Termination, ABeep Radio is maintaining a credit of approximately \$20,000 and a spare antenna (worth approximately \$1500) (the "credit") for maintenance and repair of the existing system. Upon the termination of the IGA, the credit shall be equally divided among ACDC and DUCOMM for any costs associated with the modifications or repairs to the microwave system or the shared equipment. The credit shall remain at ABeep as a credit for the future use of ACDC or DUCOMM. This Notice of Termination shall be sent to A Beep as authorization by the parties hereto to transfer the credit equally among ACDC and DUCOMM.
- 5. ACDC and DUCOMM are authorized to provide access on the radio system that they control to entities who were not parties to the IGA.

Upon termination the IGA shall be declared null and void and all parties shall be relieved of all obligations contained therein.

IN WITNESS HEREOF, the parties have set their hands and seals on the dates shown below.

VILLAGE OF CLARENDON HILLS	VILLAGE OF DOWNERS GROVE
Date:, 2017	Date:, 2017
Len Austin	Martin T. Tully
Village President	Mayor
Attest:	Attest:
Dawn Tandle	April Holden
Village Clerk	Village Clerk
VILLAGE OF WESTMONT	VILLAGE OF WILLOW SPRINGS
Date:, 2017	Date:, 2017
Ronald Gunter	Alan Nowaczyk
Mayor	Mayor
Attest:	Attest:
Virginia Szymski	Adeena Baskovich
Village Clerk	Village Clerk

#### TRI STATE FIRE PROTECTION DISTRICT

Date: \_\_\_\_\_, 2017

#### Eric Habercross

President

Attest:

**Bob Jewell** 

Secretary

## DUPAGE PUBLIC SAFETY COMMUNICATIONS

Date:\_\_\_\_\_, 2017

Brian Tegtmeyer

**Executive Director** 

Attest:

**Christine Keifer** 

Notary

#### VILLAGE OF HINSDALE

Date:\_\_\_\_\_, 2017

Thomas K. Cauley

Village President

Attest:

**Christine Bruton** 

Village Clerk

## VILLAGE OF HINSDALE

#### RESOLUTION NO. R2010-05

## A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGES OF CLARENDON HILLS, DOWNERS GROVE, OAK BROOK, WESTMONT, HINSDALE, WILLOW SPRINGS AND THE TRI STATE FIRE PROTECTION DISTRICT FOR A <u>FIRE DEPARTMENT COMMUNICATIONS NETWORK</u>

WHEREAS, Article 7, Section 10 of the Constitution of the State of Illinois of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.* (2010), authorize units of local government to contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance; and

WHEREAS, the Villages of Clarendon Hills, Downers Grove, Oak Brook, Westmont, Hinsdale, Willow Springs and the Tri State Fire Protection District (hereinafter collectively referred to as the "Parties") are public agencies as that term is defined in Section 2 of the Intergovernmental Cooperation Act, 5 ILCS 220/2; and

WHEREAS, pursuant to the Intergovernmental Cooperation Act, the Parties have negotiated an Intergovernmental Agreement in substantially the form attached to this Resolution as <u>Exhibit A</u>, and the President and Board of Trustees of the Village of Hinsdale have determined that it is in the best interests of the Village to approve the Intergovernmental Agreement.

NOW, THEREFORE, BE IT RESOLVED 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 Incorporated.</u> The above recitals are incorporated into this Resolution and shall have the same force and effect as though fully set forth herein.

<u>Section 2.</u> <u>Intergovernmental Agreement Approved.</u> The Intergovernmental Agreement between the Parties is approved in substantially the form of the Intergovernmental Agreement attached to this Resolution as <u>Exhibit A</u>.

<u>Section 3.</u> <u>Execution of Intergovernmental Agreement</u>. The Village Manager is directed to execute the Intergovernmental Agreement on behalf of the Village in substantially the form attached as <u>Exhibit A</u>.

<u>Section 4.</u> <u>Effective Date</u>. This Resolution shall be in full force and effect from and after its passage and approval.

PASSED this <u>2nd</u> day of <u>March</u>, 2010.

AYES: Trustees Angelo, Saigh, LaPlaca, Geoga

NAYES: Trustees Williams and Schultz

ABSENT: None

APPROVED this <u>2nd</u> day of <u>March</u>, 2010.



auley, Jr., Village President Thomas K/C

Christine M. Bruton, Deputy Village Clerk

## <u>EXHIBIT A</u>

## AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGES OF CLARENDON HILLS, DOWNERS GROVE, OAK BROOK, WESTMONT, HINSDALE AND WILLOW SPRINGS, AND THE TRI STATE FIRE PROTECTION DISTRICT FOR A FIRE SERVICES COMMUNICATIONS NETWORK

This Intergovernmental Agreement (hereinafter the "Agreement") made and entered into this 24<sup>th</sup> day of March, 2010, by and between the VILLAGE OF CLARENDON HILLS, an Illinois municipal corporation, (hereinafter "CLARENDON HILLS"), the VILLAGE OF DOWNERS GROVE, an Illinois municipal corporation, (hereinafter "DOWNERS GROVE"), the VILLAGE OF OAK BROOK, an Illinois municipal corporation, (hereinafter "OAK BROOK"), the VILLAGE OF WESTMONT, an Illinois municipal corporation (hereinafter "WESTMONT"), the VILLAGE OF HINSDALE, an Illinois municipal corporation (hereinafter "HINSDALE"), the VILLAGE OF WILLOW SPRINGS, an Illinois municipal corporation (hereinafter "WILLOW SPRINGS") and the TRI STATE FIRE PROTECTION DISTRICT, an Illinois fire protection district (hereinafter "TRI STATE"); (CLARENDON HILLS, DOWNERS GROVE, OAK BROOK, WESTMONT, HINSDALE, WILLOW SPRINGS and TRI STATE being hereinafter sometimes referred to herein individually as a "Party" and collectively as the "Parties").

#### WITNESSETH

WHEREAS, DOWNERS GROVE, OAK BROOK, WESTMONT, HINSDALE, WILLOW SPRINGS and TRI STATE seek use of the VHF radio system repeater owned by CLARENDON HILLS and radio frequencies licensed by the Federal Communications Commission to CLARENDON HILLS, which are used by the CLARENDON HILLS' fire department (hereinafter the "Repeater System"); and

WHEREAS, CLARENDON HILLS has no objection to the aforementioned use of its radio system repeater and radio frequencies, subject to certain terms and conditions; and

WHEREAS, the Parties hereto desire to commit their arrangements and understandings to writing;

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties to this Agreement do hereby agree as follows:

1. The recitals set forth are hereby incorporated into and made a part of this Agreement.

## 2. CLARENDON HILLS will allow DOWNERS GROVE, OAK BROOK,

WESTMONT, HINSDALE, WILLOW SPRINGS and TRI STATE to connect various radio receivers and dispatch station controls to CLARENDON HILLS' radio repeater system located at 233 Burlington Avenue, Clarendon Hills, Illinois 60514, (hereinafter the "Repeater System Site"), subject to said connections taking place as directed by, and under the supervision of, CLARENDON HILLS.

3. The radio repeater network shall consist of the main transmitter, antenna and receiver, which are the property of CLARENDON HILLS (hereinafter the "Network"). Additional equipment, including, but not limited to, antennas, receivers, comparators, and voters, etc., (hereinafter the "Additional Equipment"), may be added to the Network by DOWNERS GROVE, OAK BROOK, WESTMONT, HINSDALE, WILLOW SPRINGS and/or TRI STATE in their respective corporate limits, and said Additional Equipment, if any, shall remain the property of the Party that added the Additional Equipment. Upon termination of this Agreement, any such Additional Equipment can be removed by DOWNERS GROVE, OAK BROOK, WESTMONT, HINSDALE, WILLOW SPRINGS and TRI STATE, as the case may be. Any equipment installed at the Repeater System Site, which is related to the operation of the Repeater System network, (hereinafter the "Network Equipment") shall at all times remain at the Repeater System Site and cannot be removed by DOWNERS GROVE, OAK BROOK, WESTMONT, HINSDALE, WILLOW SPRINGS and/or TRI STATE, even if they, or any one of them, decides to leave the Repeater System. The Network Equipment installed at the Repeater System

Site shall become the property of CLARENDON HILLS upon its installation, regardless of which Party hereto installs and/or pays for it.

4. CLARENDON HILLS will be responsible for and coordinate all maintenance and repairs of the Network Equipment, including the main transmitter/repeater, main voter, and any other equipment located at the Repeater System Site. CLARENDON HILLS, DOWNERS GROVE, OAK BROOK, WESTMONT, HINSDALE, WILLOW SPRINGS and TRI STATE, however will each be responsible for one seventh (1/7) of said maintenance and repair costs relative to the Network Equipment. CLARENDON HILLS will invoice DOWNERS GROVE, OAK BROOK, OAK BROOK, WESTMONT, HINSDALE, WILLOW SPRINGS and TRI STATE for their respective shares of any such maintenance or repair costs, with any such invoices to be paid within thirty (30) days of the mailing thereof. Upon request of any Party, CLARENDON HILLS will provide copies of any work orders or invoices for said maintenance and repair costs.

5. DOWNERS GROVE, OAK BROOK, WESTMONT, HINSDALE, WILLOW SPRINGS and TRI STATE will each be responsible for all maintenance and repairs of any Additional Equipment located within their respective jurisdictions.

6. CLARENDON HILLS will allow DOWNERS GROVE, OAK BROOK, WESTMONT, HINSDALE, WILLOW SPRINGS and TRI STATE to operate on frequencies 150.805 MHz and 153.635 MHz with a private line code of 146.2 Hz as licensed by the Federal Communications Commission to CLARENDON HILLS.

7. This Agreement allows for six (6) fire departments, CLARENDON HILLS,

OAKBROOK, WESTMONT, HINSDALE, and TRI STATE to operate on the Repeater System as their primary radio system at this time, and one (1) fire department, DOWNERS GROVE to operate on the Repeater System as their backup secondary radio system at this time, with said seven (7) fire departments hereby constituting the Repeater System Group.

There shall be one (1) main transmitter/repeater in the Repeater System, to be located at the Repeater System Site. This transmitter is currently and will remain the property of CLARENDON HILLS. The back up transmitter/repeater is located in DOWNERS GROVE. This back up transmitter/repeater in DOWNERS GROVE will serve as a backup in the case of a failure of the main transmitter/repeater.

8. CLARENDON HILLS will provide a building at the Repeater System Site for all Network Equipment related to the operation of the repeater/transmitter and associated equipment. This building will be climate controlled and provided with an electrical service, backup electrical generator and an uninterrupted power supply system. This building will be locked and secured at all times.

9. CLARENDON HILLS will have overall control of the Network Equipment, and will have the capability to shut the repeater off immediately at all times, in the event of an open microphone on a mobile or portable radio, or in the case of an equipment malfunction.

10. DOWNERS GROVE, OAK BROOK and TRI STATE will have overall control of all of the receivers that are routed through their respective comparators. CLARENDON HILLS will have control of all receivers that are routed through the comparator located at the Repeater System Site. CLARENDON HILLS, DOWNERS GROVE, OAK BROOK and TRI STATE will have the ability to disable any and/or all receivers under their control in the event of a malfunction of one (1) or more of the receivers.

11. All fire departments and dispatch centers working in the Repeater System shall conform to "Standard Operating Procedures" for dispatch, as defined by the Fire Chiefs of CLARENDON HILLS, DOWNERS GROVE, OAK BROOK, WESTMONT, HINSDALE, WILLOW SPRINGS and TRI STATE. Communications shall be concise and to the point. Professionalism and courtesy shall be adhered to at all times.
#### 12. CLARENDON HILLS, DOWNERS GROVE, OAK BROOK, WESTMONT,

HINSDALE and TRI STATE shall utilize mobile data computers in all front line fire department vehicles to facilitate call handling. At this time WILLOW SPRINGS does not have any mobile data computer capabilities and is encouraged to install mobile data computers in all of their front line fire department vehicles in the near future. The term "Front Line Vehicles" shall mean all ambulances, engines, ladder trucks, rescue squads and command vehicles that respond to emergency calls on a regular basis. The mobile data computers should be used when possible for status changes and other administrative functions according to the procedures of the member Fire Chiefs. Radio channel communications are to be kept to a minimum. It is not the intent of the Repeater System to identify each transmission, but to interact professionally and courteously with each Party to keep radio traffic to a minimum, so that all Parties will be able to utilize the radio channels effectively.

13. To the extent necessary, each member of the Repeater System Group agrees to follow normal firefighting communication protocol. Upon incident command notification, fire units will switch to a fireground communication channel, to conduct all on scene communications for situations that will require more communications than normal. This will leave the primary Repeater System channels available for other radio traffic.

14. CLARENDON HILLS, DOWNERS GROVE, OAK BROOK, WESTMONT, HINSDALE, WILLOW SPRINGS and TRI STATE agree to standardize radio communications as much as possible so as to better effect communications on a shared frequency.

15. To the maximum extent permitted by law, each of the Parties agrees to hold the other Parties, their respective officers, agents and employees, and Southwest Central Dispatch, which is the dispatch agency for CLARENDON HILLS and HINSDALE, harmless from and against all claims, and indemnify the other Parties, their respective officers, agents and employees, and Southwest Central Dispatch, in relation to, any claim or claims, meritorious or otherwise, for any loss, personal injury, death or damages that may arise in conjunction with, or result from, the act or failure to act of one or more employees, agents or officials of the indemnifying Party insofar as such act or failure to act results in such loss, personal injury, death of damages for which either the indemnifying Party or the indemnified Parties, jointly or severally, may or shall be liable.

16. CLARENDON HILLS, DOWNERS GROVE, OAK BROOK, WESTMONT, HINSDALE, WILLOW SPRINGS and TRI STATE hereby represent and warrant that each presently possesses and will continue to possess insurance coverage for contractual liabilities, and blanket excess coverage, providing comprehensive general liability coverage in an aggregate amount of not less than \$2,000,000.00 per occurrence pursuant to the provisions of a self-insurance pool agreement or comprehensive general liability insurance policy and a blanket excess policy. Each Party shall take all actions necessary to keep such insurance coverage in full force and effect for the entire term of this Agreement, and each Party may request and receive adequate proof from any other Party that such insurance is valid and in full force.

17. Future upgrades to or replacement of Network components is anticipated. Recognizing that CLARENDON HILLS, DOWNERS GROVE, OAK BROOK, WESTMONT and TRI STATE have PREVIOUSLY contributed funds to pay for the Network equipment, it is agreed that in lieu of a "buy in" payment, HINSDALE and WILLOW SPRINGS will each be responsible for twenty five percent (25%) of the cost of any future upgrades to or replacement of Network components, up to a maximum of five thousand and no/100 dollars (\$5,000) each and that CLARENDON HILLS, DOWNERS GROVE, OAK BROOK, WESTMONT and TRI STATE will each be responsible for ten percent (10%) of these costs. When HINSDALE and WILLOW SPRINGS reach the five thousand and no/100 dollars (\$5,000) maximum, any future

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costs for upgrades to or replacement of Network components will be shared equally among those parties who are still participating in and a party to this agreement.

18. CLARENDON HILLS, DOWNERS GROVE, OAK BROOK, WESTMONT, HINSDALE, WILLOW SPRINGS or TRI STATE may terminate their respective involvement in this Agreement by giving written notice of said termination to the other Parties hereto not less than twelve (12) months in advance of the effective date of said termination. However, CLARENDON HILLS may not give such notice of termination to the other Parties hereto until after thirty six (36) months have elapsed from the commencement of the Agreement, except in the case of default by one of the other Parties. Such notice of termination shall not relieve the terminating Party of any obligation to pay any fees or charges accrued, unpaid, or obligated prior to the effective date of the termination.

19. For purposes of this Agreement, all notices that are given shall be given to all the following Parties at the addresses indicated:

Village of Clarendon Hills Fire Department Attention: Fire Chef 316 Park Avenue Clarendon Hills, Illinois 60514

Village of Oak Brook Fire Department Attention Fire Chief 1200 Oak Brook Road Oak Brook, Illinois 60523

Southwest Central Dispatch Attention: Director 7611 W. College Drive Palos Heights, Illinois 60463

Village of Hinsdale Fire Department Attention: Fire Chief 121 Symonds Drive Hinsdale, Illinois 60521 Village of Downers Grove Fire Department Attention: Fire Chief 5240 Main Street Downers Grove, Illinois 60515

Village of Westmont Fire Department Attention: Fire Chief 6015 S. Cass Avenue Westmont, Illinois 60559

Tri State Fire Protection District Attention: Fire Chief 419 Plainfield Road Darien, Illinois 60561

Village of Willow Springs Fire Department Attention: Fire Chief 8259 Willow Springs Road Willow Springs, Illinois 60480 All notices shall be sent certified mail, return receipt requested, or by personal service. Notices given by certified mail shall be deemed given on the third (3<sup>rd</sup>) day following the mailing thereof.

20. This Agreement shall be for a term of ten (10) years commencing on the date the last of the Parties hereto executes this Agreement, and shall automatically renew for additional five (5) year terms thereafter, unless sooner terminated by a Party or by the Parties hereto in accordance with Section 18 above.

21. In light of this Agreement, the "Intergovernmental Agreement between the Village of Clarendon Hills, the Village of Downers Grove, the Village of Westmont, the Village of Oak Brook and the Tri State Fire Protection District for a Fire Department Radio Communication Network," dated September 21, 2009, is hereby terminated.

IN WITNESS HEREOF, the Parties have set their hands and seals on the dates shown below.

VILLAGE OF CLARENDON HILLS

VILLAGE OF DOWNERS GROVE

Date: \_\_\_\_\_, 2010

Date: \_\_\_\_\_, 2010

Thomas F. Karaba Village President

Attest:

Dawn Tandle Village Clerk

VILLAGE OF OAK BROOK

Date: \_\_\_\_\_, 2010

Attest:

Ron Sandack

Mayor

April Holden Village Clerk

#### VILLAGE OF WESTMONT

Date: \_\_\_\_\_, 2010

John W. Craig Village President

Attest:

Charlotte Pruss Village Clerk William Rahn Mayor

Attest:

Virginia Szymski Village Clerk

### TRI STATE FIRE PROTECTION DISTRICT

### VILLAGE OF HINSDALE

Date: \_\_\_\_\_, 2010

Hamilton Bo Gibbons Board President

Attest:

Jill Strenzel Board Secretary

# VILLAGE OF WILLOW SPRINGS

Date: , 2010

Alan Nowaczyk Mayor

Attest:

Adeena Baskovich Village Clerk

Date: March 2, 2010

Thomas K. Cauley Jr.

Village President

Attest: â Christine Bruton Deputy Village Clerk



Community Development

AGENDA SECTION:	First Reading – ZPS
SUBJECT:	DAS Ordinance – Text Amendment to Process Distributed Antenna Systems (DAS) Applications located in Nonresidential, Residential and Design Review Overlay Districts Consistently
MEETING DATE:	May 16, 2017
FROM:	Chan Yu, Village Planner

# **Recommended Motion**

Approve an Ordinance approving a Text Amendment to Title 7, Chapter 1, Article G, Section 5(D)(2) and (3), to process Distributed Antenna Systems applications consistently.

# Background

The "DAS Ordinance" was adopted on September 4, 2012, per Ordinance 2012-36, and has two different approval procedures based on the location of the proposed DAS equipment. For example, if the proposed location is in a residentially zoned district or a Design Review Overlay District, per Title 7, Chapter 1 Article G Section 5(D)(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, upon being found to contain all required information and to be otherwise complete, 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 overlav 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 and its location. The board of trustees may suggest alternative locations for location of the system or particular nodes and other equipment. The board of trustees may continue the matter for 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 whether placement of the system at the proposed locations instead of outside of the residential zoning district or design review overlay district, or at any ZPS suggested alternative



location within the residential zoning district or design overlay district, is necessary for effective technical functioning of the system, and shall then either approve the application, with or without reasonable conditions, or deny the application."

In contrast, if the proposed location is in a <u>nonresidential</u> district, the review and approval procedure excludes the participation by the Board and public, per the current language of Title 7, Chapter 1 Article G Section 5(D)(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."

# **Discussion & Recommendation**

On May 2, 2017, the Board discussed and agreed with staff's recommendation to process DAS applications in a residentially zoned districts, Design Review Overlay District and nonresidential districts, consistently, in accordance to Title 7, Chapter 1 Article G Section 5(D)(3).

# Village Board and/or Committee Action

N/A

# **Documents Attached**

Attachment 1: Draft Title 7, Chapter 1, Article G, Section 5(D) amendment

The following related materials were provided for the May 2, 2017, Board meeting and can be found on the Village website at:

http://www.villageofhinsdale.org/document\_center/VillageBoard/2017/MAY/VBOT%20packet %2005%2002%2017.pdf

- Municipal Code Title 7, Chapter 1, Article G, Subsection D(2) and D(3)
- Ordinance O2012-36, An Ordinance Amending Title 7, Chapter 1, Article G and Title 13, Chapters 1 and 6 Relative to Installations of Distributed Antenna Systems in Public Right-Of-Way

**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 to add a new subsection D., to read in its entirety as follows:

"D. Additional Village Review of Applications for Installation of Distributed Antenna Systems. Applications to install distributed antenna systems 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 in the right-ofway, the village manager or his or her designee shall review the application for completeness and compliance with the requirements of this chapter, and for the location of the proposed system.

2. <u>Administrative</u> Approval of Non-Residential Application. If an application seeks installation of a distributed antenna system in right-ofway 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 above upon finding that the proposed work conforms to the requirements of this article and applicable ordinances, codes, laws, rules and requiations.

3. Zoning and Public Safety Committee Review and Reommendation. of Certain 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, upon being found to contain all required information and to be otherwise complete, shall be forwarded for review to the village's zoning and public safety committee. The zoning and public safety committee, 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 250 feet 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, the zoning and public safety committee may seek input from the applicant, village engineer, village staff, residents and other concerned parties relative to

the proposed system and its location. The committee may suggest alternative locations for location of the system or particular nodes and other equipment. The committee may continue the matter for additional input or submissions, or take other action as it deems necessary to reach a reasoned decision on the application. If the zoning and public safety committee finds that 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 finds that placement of the system at the proposed locations instead of outside of the residential zoning district or design review overlay district, or at any ZPS suggested alternative location within the residential zoning district or design overlay district, is necessary for effective technical functioning of the system, it shall approve the application, with or without reasonable conditions. Approval of an application shall require the affirmative votes of a simple majority of the members of the zoning and public safety committee present at a meeting. An application that fails to receive the affirmative vote of a simple majority of the members of the zoning and public safety committee present at a meeting is deemed to be denied.

4. Secondary Review by Board of Trustees, Following a vote on an application by the zoning and public safety committee, a seven (7) day waiting period shall commence. If, during the waiting period, the chair of the zoning and public safety committee receives a written request from the applicant, the village president or any single member of the board of trustees requesting secondary review of the application by the board of trustees, the application and any materials otherwise considered by the committee in its application review, along with the vote of the committee, shall be forwarded to the board of trustees for secondary review, Upon secondary review, the board of trustees shall consider the application, related materials, any other relevant information or input received by it. If the board of trustees, upon review, finds that the application conforms to all village requirements for construction of utility facilities in the rights-ofway, including the requirements of this article and applicable ordinances, codes, laws, rules and regulations, and finds that placement of the system at the proposed locations instead of outside of the residential zoning district or design review overlay district, or at any suggested alternative location within the residential zoning district or design overlay district, is necessary for effective technical functioning of the system, it shall approve the application, with or without reasonable conditions.

5. <u>Time Limit for Village Consideration</u>. The village shall ensure that fully completed applications for installation of distributed antenna systems 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 90-day period can be extended by agreement."



AGENDA ITEM #\_\_\_\_\_\_ REQUEST FOR BOARD ACTION Finance

AGENDA SECTION:	Consent – ACA
SUBJECT:	Accounts Payable-Warrant #1628
MEETING DATE:	May 16, 2017
FROM:	Darrell Langlois, Assistant Village Manager/Finance Director

### **Recommended Motion**

Move to approve payment of the accounts payable for the period of May 3, 2017 through May 16, 2017 in the aggregate amount of <u>\$1,408,588.17</u> 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 #1628 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 #1628

# VILLAGE OF HINSDALE

# ACCOUNTS PAYABLE WARRANT REGISTER #1628

# FOR PERIOD May 3, 2017 through May 16, 2017

The attached Warrant Summary by Fund and Warrant Register listing TOTAL DISBURSEMENTS FOR ALL FUNDS of <u>\$1,408,588.17</u> reviewed and approved by the below named officials.

APPROVED BY	$\left( \right)$	anu	A	Nes		DATE_	5	10/1	フ
V	ILL	AGE TR	EASU	<b>IRER/ASS</b>	ISTANT VILLAGE	MANA	GER		

APPROVED BY

VILLAGE MANAGER

APPROVED BY

\_\_\_\_ DATE \_\_\_\_

DATE

VILLAGE TRUSTEE

# Village of Hinsdale Warrant #1628 Summary By Fund

		Regular	ACH/Wire	
Recap By Fund	Fund	Checks	Transfers	Total
General Fund	10000	235,438.48	169,643.13	405,081.61
2013A Bond Fund	32756			
Capital Project Fund	45300	353,238.53	-	353,238.53
Water & Sewer Operations	61061	394,743.72	-	394,743.72
Escrow Funds	72100	30,975.00		30,975.00
Payroll Revolving Fund	79000	39,479.53	185,069.78	224,549.31
Library Operating Fund	99000			-
Total		1,053,875.26	354,712.91	1,408,588.17

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

1628

Payee/ Date	Description	Vendor Invoice	Involce Amount
Electronic Federal Tax Payment Systems 5/2/2017	Village Payroll #9 - Calendar 2017	FWH/FICA/Medicare	\$ 88,122.61
Illinois Department of Revenue 5/2/2017	Village Payroll #9 - Calendar 2017	State Tax Withholding	\$ 12,999.07
ICMA - 457 Plans 5/2/2017	Village Payroll #9 - Calendar 2017	Employee Withholding	\$ 14,734.53
HSA PLAN CONTRIBUTION 5/2/2017	Village Payroll #9 - Calendar 2017	Employer/Employee Withholding	\$ 1,360.78
Intergovernmental Personnel Benefit Cooper	ative	Employee Insurance	\$ 169,643.13
Illinois Municipal Retirement Fund	Total Bank Wi	Employer/Employee re Transfers and ACH Payments	\$ 67,852.79 \$ 354,712.91

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	WARRANT	REGISTER: 1628	DATE: 05/17/17
VOUCHER	VOUCHER	INVOICE	AMOUNT
	DESCRIPTION	NUMBER	PAID
BERKELEY	DEVELOPMENT	22083	\$3,000.00
208215	ST MGMT 234 S STOUGH	Total for Check: 109917	<b>\$3,000.00</b>
AFLAC-FLEX	XONE	05051700000000	\$317.52
208272	AFLAC OTHER	050517000000000	\$211.29
208273	ALFAC OTHER	050517000000000	\$313.19
208274	AFLAC SLAC	Total for Check: 109918	<b>\$842.00</b>
<b>COLONIAL I</b>	L <b>IFE PROCCESSING</b>	050517000000000	\$45.18
208264	COLONIAL S L A C	Total for Check: 109919	<b>\$45.18</b>
<b>ILLINOIS FR</b>	ATERNAL ORDER	050517000000000	\$602.00
208266	UNION DUES	Total for Check: 109920	<b>\$602.00</b>
NATIONWID	E RETIREMENT SOL	05051700000000	\$164.04
208267	USCM/PEBSCO	050517000000000	\$1,105.00
208268	USCM/PEBSCO	Total for Check: 109921	<b>\$1,269.04</b>
NATIONWID	E TRUST CO FSB	050517000000000	\$30,537.73
208275	ACCRUED SK PEHP BONUS	Total for Check: 109922	<b>\$30,537.73</b>
NATIONWID		05051700000000	\$494.65
208276		050517000000000	\$356.83
208277		050517000000000	\$2,131.92
208278		Total for Check: 109923	<b>\$2,983.40</b>
NCPERS GR	P LIFE INS#3105	050517000000000	\$240.00
208265	LIFE INS	Total for Check: 109924	<b>\$240.00</b>
STATE DISE	URSEMENT UNIT	050517000000000	\$313.21
208279	CHILD SUPPORT	Total for Check: 109925	<b>\$313.21</b>
STATE DISE	CHILD SUPPORT	050517000000000	\$230.77
208280		Total for Check: 109926	<b>\$230.77</b>
<b>STATE DISE</b>	URSEMENT UNIT	050517000000000	\$764.77
208281	CHILD SUPPORT	Total for Check: 109927	<b>\$764.77</b>

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	WARRANT R	EGISTER: 1628	DATE: 05/17/17
VOUCHER		INVOICE NUMBER	AMOUNT PAID
STATE DISE 208282	CHILD SUPPORT	050517000000000 Total for Check: 109928	\$175.00 <b>\$175.00</b>
STATE DISE 208283	CHILD SUPPORT	050517000000000 Total for Check: 109929	\$672.45 <b>\$672.45</b>
V.O.H. FLEX 208269 208270 208271	DEP CARE REIMBURSEMENT	05051700000000 05051700000000 050517000000000 Total for Check: 109930	\$33.33 \$487.32 \$283.33 <b>\$803.98</b>
A & B LAND 208287 208288 208288 208288 208288 208288	BRUSH HILL MULCH INSTALL	2017-072 2017-069 2017-069 2017-069 2017-069 Total for Check: 109931	\$1,110.00 \$3,719.60 \$9,975.38 \$420.35 \$731.00 <b>\$15,956.33</b>
ALISON BR 208341	OTHEN POOL START UP CASH	05012017	\$300.00
ALPHA BUII 208487 208487 208487 208487 208487	LDING MAINTENANC CUSTODIAL SERVICES CUSTODIAL SERVICES CUSTODIAL SERVICES CUSTODIAL SERVICES	Total for Check: 109932 17784-VH 17784-VH 17784-VH 17784-VH Total for Check: 109933	\$300.00 \$777.00 \$1,678.00 \$1,886.00 \$534.00 \$4,875.00
AMG/SOUN 208344	D MEMORIES VIDEO PARK MOVIES DEPOSIT	02162017 Total for Check: 109934	\$300.00 <b>\$300.00</b>
ANDRES MI 208479	EDICAL BILLING LT MARCH FEES	140716 Total for Check: 109935	\$2,592.41 <b>\$2,592.41</b>
<b>APTEAN, IN</b> 208334	C. JUNE 2017 FEES	RI-728462 Total for Check: 109936	\$6,253.54 <b>\$6,253.54</b>
<b>ARAMARK</b> 208220	UNIFORM SERVICES FLOOR MATS	2081019550	\$79.80

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# Village of Hinsdale

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VOUCHER	VOUCHER DESCRIPTION		INVOICE NUMBEF		AMOUNT PAID
208221 208221 208221 208222 208222 208222 208222 208223 208223 208223 208223 208223 208223 208224 208345 208345 208345	FLOOR MATS/SHOP TOWELS FLOOR MATS/SHOP TOWELS FLOOR MATS/SHOP TOWELS FLOOR MATS/SHOP TOWELS FLOOR MATS FLOOR MATS FLOOR MATS FLOOR MATS FLOOR MATS/SHOP TOWELS FLOOR MATS/SHOP TOWELS		20810199 20810199 20810199 20810100 20810100 20810100 20810100 20810289 20810289 20810289 20810289 20810289 20810289 20810289 20810384 20810384 20810384	551 551 551 559 559 559 559 556 556 556 556 556 556	\$71.95 \$8.99 \$161.00 \$15.15 \$71.95 \$8.99 \$161.00 \$15.15 \$71.95 \$8.99 \$161.00 \$71.95 \$8.99 \$161.00 \$15.15
208347	FLOOR MATS	Total for	20810384 Check:		\$79.80 <b>\$1,267.76</b>
ATHLETIC FI	ELD SUPPLY				
208401	FIELD MARKING PAINT	Total for	14921 Check:	109938	\$1,980.00 <b>\$1,980.00</b>
AWE, TIMON			0704004	-	<b>#</b> 500.00
208519	PARADE CAMERA DEPOSIT	Total for	07042017 Check:	/ 109939	\$500.00 <b>\$500.00</b>
BACKGROU 208229	NDS ONLINE FINANCE BACKGROUND CHEC	CK Total for	485041 Check:	109940	\$49.95 <b>\$49.95</b>
BAYIT BUILD					
208333	CONT BD 735 S COUNTY LINE	Total for	23842 Check:	109941	\$5,000.00 <b>\$5,000.00</b>
BEACON SS 208301	I INCORPORATED GAS TANK INSPECTION	Total for	00000798 Check:		\$70.50 <b>\$70.50</b>
	ENTAL SERVICE IN				
208290	TRACTOR RENTAL	Total for	236013 Check:	109943	\$285.00 <b>\$285.00</b>
CATHY L MC					
208326	PILATES CLASS INSTRUCTION	Total for	4132017 Check:	109944	\$76.80 <b>\$76.80</b>

109945 7 two of the same Invoice on check. Canceled.

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	WARRANT R	EGISTER: 1628	DATE: 05/17/17
VOUCHER	VOUCHER	INVOICE	AMOUNT
	DESCRIPTION	NUMBER	PAID
<b>CLAFFY, SU</b>	ISAN	23076	\$500.00
208331	CONT BD 704 W CHICAGO	Total for Check: 109946	<b>\$500.00</b>
<b>CLARENDO</b>	N HILLS PARK DIST	05232017	\$371.00
208447	TOT ROCK	Total for Check: 109947	<b>\$371.00</b>
<b>CLARKE EN</b>	VIRONMENTAL	6360932	\$13,874.00
208446	MOSQUITO ABATEMENT	Total for Check: 109948	<b>\$13,874.00</b>
COMCAST 208472 208472 208506 208508 208509 208510	POLICE/FIRE POLICE/FIRE WATER KLM POLICE VILLAGE HALL	8771201110009242 8771201110009242 3685-05/01 36807-05/01 8771201110036781 36757-05/01 Total for Check: 109949	\$69.57 \$69.57 \$134.85 \$104.85 \$162.90 \$214.85 <b>\$756.59</b>
COMMERCI	AL COFFEE SERVICE	141853	\$75.00
208232	COFFEE	Total for Check: 109950	<b>\$75.00</b>
COMPASS M	MINERALS AMERICA	71627374	\$5,856.51
208422	SALT	71629336	\$4,477.01
208423	SALT	Total for Check: 109951	<b>\$10,333.52</b>
<b>COUGHLIN,</b>	MICHAEL	4142017	\$216.67
208400	CLOTHING REIMBURSEMENT	Total for Check: 109952	<b>\$216.67</b>
COURTNEY	SAFETY LANE	9604	\$35.00
208291	SAFETY INSPECTION #5	9557	\$35.00
208310	SAFETY INSPECTION #84	Total for Check: 109953	<b>\$70.00</b>
COUSINO, C	CORTT	23857	\$3,000.00
208329	CONT BD 643 S LINCOLN	Total for Check: 109954	<b>\$3,000.00</b>
208491	ICAGO BUSINESS	000039252494	\$45.00
	SUBSCRIPTION RENEWAL	Total for Check: 109955	<b>\$45.00</b>
DESIGN PE	RSPECTIVES INC		

DESIGN PERSPECTIVES, INC

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	WARRANT R	EGISTER: 1628	DATE: 05/17/17
VOUCHER	VOUCHER	INVOICE	AMOUNT
	DESCRIPTION	NUMBER	PAID
208426	CONSTRUCTION ADMIN	16-1845-7 Total for Check: 109956	\$400.00 <b>\$400.00</b>
DIRECT AD	ANTAGE INC	1528	\$6,047.00
208476	APRIL FEES	Total for Check: 109957	<b>\$6,047.00</b>
DOCU-SHRE	ED, INC.	40266	\$560.00
208324	DOCUMENT SHREDDING	Total for Check: 109958	<b>\$560.00</b>
DU-COMM	QUARTERLY FIRE DISPATCH	15994	\$51,820.00
208339		Total for Check: 109959	<b>\$51,820.00</b>
DUPAGE TC	PSOIL, INC.	043987	\$335.00
208319	SOIL	Total for Check: 109960	<b>\$335.00</b>
DUPAGE W/	ATER COMMISSION	11742	\$277,104.00
208462	WATER CHARGES APRIL	Total for Check: 109961	<b>\$277,104.00</b>
<b>DYNEGY EN</b>	IERGY SERVICES	147029617041	\$560.64
208469	908 ELM	147029617021	\$723.29
208470	908 ELM PAST DUE	147029717041	\$1,656.96
208471	TRANSFORMER	Total for Check: 109962	<b>\$2,940.89</b>
FACTORY M 208217 208217 208218 208218 208218 208219	IOTOR PARTS CO OIL FILTERS OIL FILTERS BATTERIES/CORE CREDIT BATTERIES/CORE CREDIT BATTERIES/CORE CREDIT BATTERIES/CORE REFUND	50-1605694 50-1605694 50-Y04579 50-Y04579 50-Y04579 50-Y04579 50-Y04726 Total for Check: 109963	\$49.32 \$37.56 \$92.46- \$92.46 \$30.00- \$22.00- <b>\$34.88</b>
FCWRD	SEWER	008919-000	\$144.08
208230		Total for Check: 109964	<b>\$144.08</b>
<b>FIKRI, WALI</b>	D	23492	\$10,000.00
208404	CONT BD 513 W NORTH	Total for Check: 109965	<b>\$10,000.00</b>
FIRE PROTE 208390	ECTION COMPANY FIRE INSPECTIONS	23417	\$199.00

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	WARRANT F	EGISTER: 1628	DATE: 05/17/17
VOUCHER	VOUCHER	INVOICE	AMOUNT
	DESCRIPTION	NUMBER	PAID
208390 208390	FIRE INSPECTIONS FIRE INSPECTIONS	23417 23417 Total for Check: 109966	\$597.00 \$199.00 <b>\$995.00</b>
FRED GLINK 208323	<b>E PLUMBING AND</b> REPAIR SINK	32643	\$206.60
200323		Total for Check: 109967	\$206.60 \$206.60
GALLS 208431 208432 208433 208434 208435 208436 208437 208438 208439 208440 GARGANO, 208525 208525			\$139.80 \$216.21 \$327.50 \$157.16 \$115.23 \$331.19 \$94.00 \$22.84 \$203.29 \$89.00- <b>\$1,518.22</b> \$150.00 \$29.98 <b>\$179.98</b>
GARVEY'S C	DFFICE PRODUCTS	PINV1329082	\$106.02
208286	MISC SUPPLIES/COFFEE	PINV1329082	\$14.99
208286	MISC SUPPLIES/COFFEE	Total for Check: 109970	<b>\$121.01</b>
<b>GIANNELLI,</b>	JOHN	TER 900440	\$436.86
208407	REIMBURSEMENT HOSE TES	Total for Check: 109971	<b>\$436.86</b>
<b>GREENWAL</b>	D, STEVEN	23806	\$500.00
208403	CONT BD 5648 S OAK ST	Total for Check: 109972	<b>\$500.00</b>
HANZEL, RC	N	05032017	\$1,775.00
208444	PAINTING POOL SLIDE	05032017	\$3,390.00
208445	LOCKER ROOM PAINTING	Total for Check: 109973	<b>\$5,165.00</b>
HANZEL, SA	MANTHA	1312017/4212017	\$24.30
208259	MILEAGE REIMBURSEMENT	Total for Check: 109974	<b>\$24.30</b>

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	WARRANT F	REGISTER	: 1628		DATE: 05/17/17	7
VOUCHER	VOUCHER DESCRIPTION		INVOICE NUMBEF		AMOUNT PAID	
HASTY AWA 208408	RDS TOWN TEAM RIBBONS	Total fo	4171477 r Check:	109975	\$115.91 <b>\$115.91</b>	
HAWKINS, IN	1C.					
208305	VEECK DECLOR	Total fo	4057053 r Check:	109976	\$529.80 <b>\$529.80</b>	
HD SUPPLY	WATERWORKS,LTD					
208261 208262 208263 208418 208420	REPAIR COUPLINGS/CURBS WATER METERS CHANGE O	UTS	H060126 H059007 H059104 G890636 H063919 <b>r Check:</b>		\$374.74 \$2,132.00 \$4,679.44 \$3,500.00 \$2,200.00 <b>\$12,886.18</b>	
		TOLATIO	CHECK.	103317	φ1 <b>2,000.10</b>	
HEALTH INS 208233	COOK CO FOOD INSPECTION		220 r Check:	109978	\$750.00 <b>\$750.00</b>	
HENEHAN, N	<b>NIKE</b>					
208412	UNIFORM ALLOWANCE	Total fo	04232017 r Check:		\$75.94 <b>\$75.94</b>	
HILDEBRAN	D SPORTING GOODS					
208480	NAME PLATES	Total fo	16844 r Check:	109980	\$106.00 <b>\$106.00</b>	
HINSDALE N	IURSERIES			,		
208405	CONT BD 517 N YORK	Total fo	23843 r Check:	109981	\$500.00 <b>\$500.00</b>	
HINSDALE N	IURSERIES, INC.					
208303 208304	ARBOR DAY TREE PLANTING PLOW DAMAGE TO LANDSC	APE	1560886 1560960 r Check:	109982	\$408.00 \$54.95 <b>\$462.95</b>	
HOLECEK, A	\PT					
208409	REIMBURSEMENT HOTEL	Total fo	3242017 r Check:	109983	\$311.36 <b>\$311.36</b>	
HOMER IND	USTRIES					
208320	PLAYGROUND MARCH	Total fo	S98646 r Check:	109984	\$90.00 <b>\$90.00</b>	
HOMER TRE 208414 208415	EE CARE, INC TREE REMOVALS TREE PRUNING		26917 26905		\$2,600.00 \$8,915.45	

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	WARRAN	T REGISTER: 1628	DATE: 05/17/17
VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
		Total for Check: 109985	\$11,515.45
HR GREEN	NC		
208316	WOODLANDS PHASE 3	110687 Total for Check: 109986	\$787.88 <b>\$787.88</b>
	ERSHIP RENEWAL		
208489	RENEWAL	247099 Total for Check: 109987	\$1,400.00 <b>\$1,400.00</b>
ILLINOIS MU	JNICIPAL		
208493 208499 208501 208503	2017 SUBSCRIPTION 2017 SUBSCRIPTION	I-23946 I-23949 I-26266 I-24446	\$30.00 \$30.00 \$30.00 \$30.00
208505	2017 SUBSCRIPTION	I-23942 Total for Check: 109988	\$30.00 <b>\$150.00</b>
		Total for Check. 103300	<b>\$150.00</b>
INDUSTRIAI 208284	ELECTRIC REPAIR LIGHT FIXTURE	248325 Total for Check: 109989	\$25.50 <b>\$25.50</b>
	ONAL CODE COUNCI		
208315	CODE BOOKS	774910	\$117.45
		Total for Check: 109990	\$117.45
INTERNATIO	DNAL EXTERMINATO		
208488 208488 208488 208488 208488 208488	PEST CONTROL PEST CONTROL PEST CONTROL PEST CONTROL PEST CONTROL	51758045 51758045 51758045 51758045 51758045 51758045	\$40.00 \$40.00 \$113.00 \$40.00 \$40.00
		Total for Check: 109991	\$273.00
JAMES J BE 208317	NES & ASSOC INC THIRD PARTY REVIEWS	03212017 Total for Check: 109992	\$4,485.77 <b>\$4,485.77</b>
JANES BLU	E IRIS LTD		
208396	KLM FLORAL ARRANGEME	ENTS 12409 Total for Check: 109993	\$700.00 <b>\$700.00</b>
JOHN NERI 208517	CONSTRUCTION IN WOODLANDS PHASE 3	11152016 Total for Check: 109994	\$304,935.51 <b>\$304,935.51</b>
<b>KASPERSK</b> 208255	I, <b>ERIC</b> UNIFORM ALLOWANCE	POS7E00062721	\$329.20

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	WARRANT R	EGISTER:	1628		DATE: 05/17/17
VOUCHER	VOUCHER DESCRIPTION				AMOUNT PAID
208256	REIMBURSE FOUNTAIN MOTO		838051 Check:	109995	\$152.14 <b>\$481.34</b>
KATHLEEN \ 208231	W BONO CSR PUBLIC HEARING ATTENDANG		7443 Check:	109996	\$842.50 <b>\$842.50</b>
<b>KENNETH C</b> 208421		Total for	04142017 Check:		\$8,698.25 <b>\$8,698.25</b>
KIEFT BROS 208294	SINC SEWER GRATES	Total for	223473 Check:	109998	\$340.74 <b>\$340.74</b>
KIPP, SUSAI 208336	N KLM SECURITY DEPOSIT	Total for	EN17051 Check:	_	\$450.00 <b>\$450.00</b>
KIPP, SUSAI 208520	N KLM RENTAL REFUND	Total for	EN17051 Check:		\$1,000.00 <b>\$1,000.00</b>
KLEIN,THOF 208402	RPE, JENKINS LTD MARCH 2017 LEGAL FEES	Total for	03312017 Check:		\$18,849.65 <b>\$18,849.65</b>
KOLLUM, JA 208343	ASON ON THE LAWN ENTERTAINME		1302017 Check:	110002	\$225.00 <b>\$225.00</b>
<b>KREFFT, TH</b> 208461	OMAS M REIMBURSEMENT TRAVEL	Total for	04212017 Check:		\$482.55 <b>\$482.55</b>
	K AND DONNA QUALIFIES FOR SENIOR DISC		04282017 Check:		\$40.00 <b>\$40.00</b>
LB SERVICE 208428	S INSTALLATION TAC UNIT	Total for	0000001 Check:	110005	\$1,450.00 <b>\$1,450.00</b>
LEADS ONL 208518	INE LLC LEADS ONLINE RENEWAL	Total for	240014 Check:	110006	\$2,848.00 <b>\$2,848.00</b>
LIFEGUARD	STORE				

Run date: 11	I-MAY-17 Village	e of Hinsdale		Page: 10
	WARRANT RE	GISTER: 1628		DATE: 05/17/17
VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER		AMOUNT PAID
208411	LIFEGUARD SUIT	INV53653 Total for Check:		\$29.50 <b>\$29.50</b>
LILLIE, THO 208399	MAS TUITION REIMBURSEMENT	04262017 Total for Check:		\$2,480.00 <b>\$2,480.00</b>
MCELROY, 208406		NE 78287 Total for Check:	110009	\$322.00 <b>\$322.00</b>
MCMASTER				
208293 208393		23935745 25927961 Total for Check:		\$25.15 \$137.08 <b>\$162.23</b>
	UBBER & SAFETY			
208308	UNIFORM ALLOWANCE UNIFORM ALLOWANCE	26524 26538 Total for Check:	110011	\$190.00 \$180.00 <b>\$370.00</b>
MIDWEST T	IME RECORDER			
208260	YEARLY TIME CLOCK MAINT	153401 Total for Check:	110012	\$250.00 <b>\$250.00</b>
MILLER, DO	N			
208257 208258		10010694 POS7E00 Total for Check:		\$159.99 \$111.20 <b>\$271.19</b>
MINER ELE	CTRONICS			
208296	2 WAY RADIOS	262823 Total for Check:	110014	\$420.00 <b>\$420.00</b>
MINERVA P	ROMOTIONS			
208448 208449	POOL MANAGER SHIRT POOL MANAGER SHIRT	171412 171413		\$31.52 \$47.28
208450 208451 208452	HEAD GUARD SHIRT LIFEGUARD SHIRT CASHIER/CAMP SHIRTS	171414 171415 171416		\$17.32 \$148.58 \$116.91
208452 208453 208454	GUARD SHIRT TOWN TEAM SHIRT	171410 171417 171419		\$110.91 \$277.20 \$190.50
208455 208456	TOWN TEAM RED SHIRT LESSON COORDINATOR	171421 171422		\$15.76 \$15.76
208457 208458	GUARD TANKS JUNIOR GUARD SHIRTS	171423 171418 171420		\$257.60° \$96.90 \$15.76
208459 208460	TOWN TEAM STAFF SHIRT PARADE VOLUNTEER SHIRTS	171420 171424		\$15.76 \$161.26

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	WARRANT R	EGISTER:	1628		DATE: 05/17/1	7
VOUCHER	VOUCHER DESCRIPTION		INVOICE NUMBER		AMOUNT PAID	
		Total for	Check:	110015	\$1,392.35	
MOELLER, I	ORI					
208337	KLM SECURITY DEPOSIT	Total for	EN17040 Check:	)2 110016	\$500.00 <b>\$500.00</b>	
ΝΑΡΑ Αυτο	PARTS					
208289	COOLANT FOR INT TRUCKS		487916		\$59.94	
208392	FILTERS/BRAKE/CARB CHOKE		489211		\$55.75	
208392	FILTERS/BRAKE/CARB CHOKE	Ē	489211		\$74.16	
208392	FILTERS/BRAKE/CARB CHOKE	Ē	489211		\$83.60	
		Total for	Check:	110017	\$273.45	
NATIONAL S	SEED					
208299	SEED		567964S	1	\$99.00	
208299	SEED		567964S	I	\$99.00	
		Total for	Check:	110018	\$198.00	
NICK SKOK	NA					
208427	PADDLE COURT CLEANING		MARCH	APRIL 2017	\$1,000.00	
		Total for	Check:	110019	\$1,000.00	
NICOR GAS						
208464	121 SYMONDS		3846601	0006	\$46.93	
208464	121 SYMONDS		3846601	0006	\$46.93	
208465	YOUTH CENTER		9007790	0000	\$139.47	
208466	PLATFORM TENNIS		0667735		\$521.29	
208467	5905 S COUNTY LINE		1295211		\$179.09	
208468	350 N VINE		1327011		\$290.70	
		Total for	Check:	110020	\$1,224.41	
NUCO2 INC						
208306	CO2 DELIVERY		5208360	5	\$237.35	
208340	CO2 CYLINDER RENTAL LEAS		5199253		\$37.30	
		Total for	Check:	110021	\$274.65	
OPERATION	SHATTERED STARS					
208398	TRAINING		1023		\$150.00	
		Total for	Check:	110022	\$150.00	
OZA, VISHA	L AND ANJALI					
208348			0501201	7	\$1,428.00	
208348			0501201		\$9,215.00	
208348	REFUND PERMIT RENEWAL		0501201		\$1,132.00	
		Total for	Check:	110023	\$11,775.00	
PATTON, DA	ARRIN					
208338	KLM SECURITY DEPOSIT		EN17042	22	\$500.00	

ja 1. juuri. Na kasa				
	Run date: 1	1-MAY-17 Villag	e of Hinsdale	Page: 12
		WARRANT RE	EGISTER: 1628	DATE: 05/17/17
	VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
	يترابع ومروم	and an	Total for Check: 1100	\$500.00
	POSSIBILIT	Y PLACE NURSERY	an a	
	208318	TREES CLEAN UP PARK DAY	00114219 Total for Check: 1100	\$170.00 2 <b>5 \$170.00</b>
		STRIBUTION, INC		
	208327	HINSDALE POOL	77031185 Total for Check: 11003	\$66.26 26 \$66.26
	PREMIER L		la de la companya de	
	208332	CONT BD 637 N WASHINGTON	23807 Total for Check: 1100	\$975.00 2 <b>7 \$975.00</b>
		JSINESS SYSTEMS	a in positive data data data data data data data dat	
	208410	COPIER MAINTENANCE	389843 Total for Check: 1100	\$585.00 28 \$585.00
	RECORD IN	FORMATION	an in an	ng na sana ang mananang maganan sa kasaran s
	208395	STATUS MEMBERSHIP	42845 Total for Check: 1100	\$575.00 \$ <b>575.00</b>
	RED WING S	SHOE STORE	- 	
	208389	UNIFORM ALLOWANCE	27547 Total for Check: 1100	\$179.99 30 \$179.99
	208321	KITCHEN FIRE SYSTEM SERV	691115 Total for Check: 1100	\$160.25 31 \$160.25
		SERVICES #551	0554 04040704	
	208477	WASTE STICKERS	0551-01346764 Total for Check: 1100	
			2047 400	¢245.00
	208314	LEADERSHIP CLASS	2017-120 Total for Check: 1100	\$345.00 3 <b>3 \$345.00</b>
		K CENTER-CHICAGO		
	208443	DUMP TRUCK UNIT #31	2813-032 Total for Check: 1100	\$94,679.00 34 \$94,679.00
		DRMS & GRAPHICS		
	208297	BUSINESS CARDS	160604 Total for Check: 1100	\$90.47 35 <b>\$90.47</b>
	SHERWIN IN 208292	IDUSTRIES, INC SIGN POLES	SS069606	\$402.00
an a				

Run date: 11	1-MAY-17 Vill	lage of Hinsdale	Page: 13
	WARRANT	REGISTER: 1628	DATE: 05/17/17
VOUCHER		INVOICE NUMBER	AMOUNT PAID
		Total for Check: 110036	\$402.00
SHERWIN W	/ILLIAMS		
208234		1802-3	\$268.41
208235	PAINT MACHINE REPAIR	1803-1 Total for Check: 110037	\$245.10 \$543.54
		Total for Check. T10057	\$513.51
SINGH, RAM 208313		151782	\$88.00
200010	AGINITI KELOND	Total for Check: 110038	\$88.00 \$88.00
	ANDSCAPE SUPPLY		
208311	MISC HARDWARE	80041600	\$5.00
		Total for Check: 110039	\$5.00
SKYHAWKS	SPORT ACADEMY IN		
208416	CLASSES	17123R1	\$1,476.60
		Total for Check: 110040	\$1,476.60
SKYLINE RE	STORATION		<b>`</b>
208330	CONT BD 716 S BRUNER	22998	\$7,500.00
		Total for Check: 110041	\$7,500.00
208425	INSTRUCTION	CA17-003 Total for Check: 110042	\$74.90 <b>\$74.90</b>
			ΨI <del>4</del> .30
SPORTS R L 208424	INSTRUCTION	2198	\$966.00
200424		Total for Check: 110043	\$966.00
SPRINT			
208515		977740515-183	\$192.07
208515		977740515-183	\$38.02
208515		977740515-183	\$771.19
208515		977740515-183	\$304.12
208515		977740515-183	\$114.05
208515		977740515-183	\$38.02
208515		977740515-183	\$38.02
208515		977740515-183	\$76.03
208515		977740515-183	\$114.05
208515		977740515-183	\$190.08
208515		977740515-183	\$76.03
208515		977740515-183	\$38.02
208515		977740515-183	\$418.13
		Total for Check: 110044	\$2,407.83

STANDARD EQUIPMENT CO

Run date: 11	-MAY-17 Villa	ge of Hinsdale	Page: 14
	WARRANT F	REGISTER: 1628	DATE: 05/17/17
VOUCHER	VOUCHER	INVOICE	AMOUNT
	DESCRIPTION	NUMBER	PAID
208300	DRAIN CAP/ O RING	C21595 Total for Check: 110045	\$40.45 <b>\$40.45</b>
STATE CHEN	MICAL SOLUTIONS	900002813	\$878.69
208413	CLEANING SUPPLIES	Total for Check: 110046	<b>\$878.69</b>
SUBURBAN	LABORATORIES, IN	CS 143585	\$2,970.00
208328	SPECIAL WELL SAMPLES SO	Total for Check: 110047	\$2,970.00 10048
THORGUAR 208322	D INC DRYCELL PC KIT	25284 Total for Check: 110049	7 incorrect invoice add to check \$279.26 canceled. \$279.26
TPI BLDG C0	DDE CONSULTANT	201704	\$2,100.00
208429	PLUMBING INSPECTIONS	Total for Check: 110050	<b>\$2,100.00</b>
TREASUREF	R, STATE OF ILL	120515	\$47,515.14
208516	NON PARTICIPATING COST	Total for Check: 110051	<b>\$47,515.14</b>
<b>TRUGREEN</b>	ASH SOIL INJECTIONS	62117682	\$6,550.40
208295		Total for Check: 110052	<b>\$6,550.40</b>
UNIVERISTY	OF ILLINOIS	S UFINX554	\$600.00
208388	FIRE ARSON INVESTIGATION	Total for Check: 110053	<b>\$600.00</b>
US GAS	OXYGEN CYLINDER RENTAL	286837	\$23.25
208386		Total for Check: 110054	<b>\$23.25</b>
USA BLUE B	OOK	236728	\$971.46
208285	SOCKET/PIPE WRENCHES	238217	\$420.86
208309	POOL FLOW SENSOR	Total for Check: 110055	<b>\$1,392.32</b>
VERIZON WI	RELESS	9784526406	\$10.04
208463	FIRE DEPT	9784764688	\$348.80
208514	PHONE CARDS/I PADS	9784764688	\$213.08
208514	PHONE CARDS/I PADS	Total for Check: 110056	<b>\$571.92</b>
WAREHOUS 208225	E DIRECT INC PRINTER INK	3457535-0	\$208.68

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Run date: 11	-MAY-17	Village of Hinsdale	Page: 15
	WARF	RANT REGISTER: 1628	DATE: 05/17/17
VOUCHER	VOUCHER	INVOICE	AMOUNT
	DESCRIPTION	NUMBER	PAID
208226 208227 208228 208387 208394 208441 208442 208483	TONER	3442453-0 3450859 3283658 3461395-0 3284008-0 3456524-0 3444972-0 3465096-0 Total for Check: 110057	\$757.18 \$349.90 \$260.02 \$127.47 \$103.96 \$255.60 \$176.70 \$353.60 <b>\$2,593.11</b>
WENSTRUP	, <b>ABIGAIL</b>		\$75.00
208335	FUNDRAISER CANCELI		<b>\$75.00</b>
WILLOWBR	OOK FORD INC	5123405	\$41.07
208298	TAIL LAMP ASSEMBLY	Total for Check: 110059	<b>\$41.07</b>
WISNIOWIC:	Z, DANE	E 27704	\$45.34
208254	UNIFORM ALLOWANCE	Total for Check: 110060	<b>\$45.34</b>
WORLD WIN	IDOW CLEANING	NG 47185	\$301.00
208325	KLM WINDOW CLEANII	Total for Check: 110061	<b>\$301.00</b>
XEROX COF	•	089112713	\$85.00
208481		089112714	\$85.00
208482		Total for Check: 110062	<b>\$170.00</b>
DUPAGE CC	DUNTY COLLECTOR	SA MARG 09-12-129-014	\$4,807.66
208485	1ST INSTALLMENT CAS	Total for Check: 110063	<b>\$4,807.66</b>
DUPAGE CC	DUNTY DIV OF	3763	\$1,229.91
208307	PD SIGNS	Total for Check: 110064	<b>\$1,229.91</b>

REPORT TOTAL \$1,053,875.26

END OF REPORT

Run date: 11-MAY-17

Village of Hinsdale

DATE: 05/17/17

Page: 1

# WARRANT SUMMARY BY FUND: 1628

RECAP BY FUND		PRE-PAID	WRITTEN
GENERAL FUND CAPITAL PROJECT FUND WATER & SEWER OPERATIONS ESCROW FUNDS PAYROLL REVOLVING FUND	010000 045300 061061 072100 079000	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$235,438.48 \$353,238.53 \$394,743.72 \$30,975.00 \$39,479.53
	TOTALS: END OF	\$0.00 REPORT	\$1,053,875.26



AGENDA ITEM # 86 REQUEST FOR BOARD ACTION Finance

AGENDA SECTION:	Consent Agenda – ACA	
SUBJECT:	Blanket Purchase Orders	
MEETING DATE:	May 16, 2017	
FROM:	Darrell Langlois, Assistant Village Manager/Finance Director	m

#### Recommended Motion

To approve the attached list of blanket purchase orders for Fiscal Year 2017-2018 totaling \$613,950 and waiving the competitive bid requirements where applicable.

#### Background

Attached for the Village Board's consideration are requested Blanket Purchase Orders for Fiscal Year 2017-18 which would exceed the Village Manager's purchasing authority of \$20,000. Blanket purchase orders are normally issued to vendors where frequent purchases are made throughout year in order to streamline purchasing procedures for routine purchases, proprietary items, or sole-source vendors.

#### Discussion & Recommendation

The issuance of blanket purchase orders does not relieve the departments of following all of the purchasing procedures required in the Purchasing Policy Manual; this action is only required as it is expected that we may spend in excess of \$20,000 to these particular vendors in the next fiscal year.

#### **Budget Impact**

Sufficient budgeted funds exist in the various line items to support this request

#### Village Board and/or Committee Action

This item was discussed at the meeting of May 2, 2017; it was the consensus of the Village Board to place this item on the consent agenda for May 16, 2017.

#### **Documents Attached**

1. Blanket Purchase Order List

# Village of Hinsdale Blanket Purchase Orders Over \$20,000 Fiscal Year 2017-18

Vendor	Department	Description	Amount
Andres Medical Biliining	Finance	Ambulance Billing Service	\$30,000
Aptean	Finance	Financial Software	\$78,000
Compass Materials	Public Services	Roadway Salt	\$27,900
Third Millennium	General Government	Water Billing/Vehicle Licenses	\$25,000
Direct Advantage	EDC Initiatives	Hinsdale Business Promotions	\$90,000
K Five Asphalt	Public Services	Asphalt Materials	\$21,200
Suburban Tree Consortium	Public Services	Trees	\$94,500
State of Illinois Vendor	Public Services	Roadway Salt	\$33,900
DuPage County CMS Vendor	Public Services	Roadway Salt	\$42,000
Illinois Girls Lacrosse Association	Recreation	Program Instruction	\$25,000
HD Supply Waterworks, LTD	Water O & M	Water Meter & Watermain/Sewer Supplies	\$68,250
Warehouse Direct	Multiple Departments	Office Supplies	\$44,200
Sprint/Nextel	All Departments	Cell Phones	\$34,000
		Total	\$613,950



**REQUEST FOR BOARD ACTION** Public Services & Engineering

AGENDA SECTION:	Consent Agenda - EPS
SUBJECT:	2017 Resurfacing Construction Observation Change Order Number 1
MEETING DATE:	May 16, 2017
FROM:	Dan Deeter, PE Village Engineer

### **Recommended Motion**

Approve a resolution approving the 2017 Resurfacing Construction Observation contract change order number 1 in the amount not to exceed \$252,167 to HR Green, Inc.

### Background

On February 21, 2017, the Board of Trustees awarded the 2017 Resurfacing Construction Observation contract to HR Green.

### **Discussion & Recommendation**

To accelerate road improvements within the Village of Hinsdale, the Board of Trustees is considering a preliminary plan to resurface and/or patch an additional 14.5 miles of streets within Hinsdale. HR Green is currently conducting construction observation for street resurfacing within the Village and has consistently demonstrated an excellent level of construction observation services to the Village. HR Green has stated that they have the resources to provide the same high level of construction observation service for these additional streets. The HR Green proposal is comparable to the original contract's construction observation as a percentage of the construction cost. Therefore, staff recommends that HR Green's contract for construction observation be increased in the amount not to exceed \$252,167.

# Budget Impact

The Village of Hinsdale has capital improvement funds available for the additional construction observation.

#### Village Board and/or Committee Action

At the May 2, 2017 Board of Trustees meeting, the Board approved the item to be moved to the Consent Agenda.

# **Documents Attached**

- 1. Resolution
- 2. HR Green Proposal

#### RESOLUTION NO.

# A RESOLUTION APPROVING THE 2017 RESURFACING CONSTRUCTION OBSERVATION CONTRACT CHANGE ORDER NUMBER 1 IN THE AMOUNT NOT TO EXCEED \$252,167.00 TO HR GREEN, INC.

WHEREAS, the Village of Hinsdale (the "Village") and HR Green, Inc. ("HR Green") have entered into that certain Contract (the "Contract") providing for the construction observation of the 2017 Resurfacing Project; and

WHEREAS, the President and Board of Trustees of the Village hereby find that the circumstances said to necessitate this Change Order were not reasonably foreseeable at the time the Contract was signed, the Change Order was germane to the original Contract as signed, and the Change Order is in the best interest of the Village of Hinsdale and authorized by law;

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

**Section 1. Recital.** The foregoing recitals are incorporated herein as findings of the President and Board of Trustees.

**Section 2.** Approval of Change Order. The Change Order is hereby approved in the form attached (Exhibit A) to this Ordinance and by this reference incorporated herein.

<u>Section 3.</u> <u>Final Determination.</u> This Resolution shall constitute the written determination required by Section 33E-9 of the Article 33E of the Criminal Code of 1961, as amended and shall be retained in the Contract file as required by said Section.

**Section 4. Execution of Change Order.** The Village Manager is authorized to execute the Change Order on behalf of the Village.

<u>Section 5.</u> <u>Effective Date.</u> This resolution shall be in full force and effective from and after its passage and approval.

PASSED:	this	day of	2017,
AYES:			
NAYS:			
ABSENT:			
APPROVED	this	day of	2017.

Village President

ATTEST:

Village Clerk

# Exhibit A VILLAGE OF HINSDALE CHANGE ORDER

Project: Location: Contractor:		2017 Resurfacing Construction Observation Various Streets HR Green, Inc.		Change Order No. 1 Contract No N/A Date: 05/16/17 Page 1 of 3		
I.	A.	Description of Changes Involved: 1 Construction Observation of +/- 14.5 miles of resurfacing of additional streets				
	В.	Reason for Change: 1 Accelerating street resurfacing				
	C.	Revision in Contract Price: 1 Addition \$ 252,167.00	1	Fotal Addition:	\$ 252,167.00	
11.	Adjı	stments in Contract Price:				
	А. В.	Original Contract Price: Net (addition)(reduction) due to all previous Change Order	\$	147,187.00		
	C.	No Contract Price, not including	\$ \$	- 147,187.00		
	0.	this Change Order	Ψ	111,101.00		
	D.	(Addition)(Deduction) to Contra				
	E.	Price due to this Change Orde Contract Price including this	\$	252,167.00		
	<b>b</b> aan 1	Change Order	\$	399,354.00		
Accepted Contracto By:		Green, Inc.				
<b>U</b> y.	Sigr	nature of Authorized Representat	ive		Date	

Village of Hinsdale:

By:

Signature of Authorized Representative

Date


#### HR GREEN, INC. PROFESSIONAL SERVICES AGREEMENT AMENDMENT NO. 1

THIS AMENDMENT, made this day of , 2017 by and between, VILLAGE OF HINSDALE the CLIENT, and HR GREEN, INC. (hereafter "COMPANY"), for professional services concerning:

#### 2017 Resurfacing Project – Project # 1596

hereby amends the original Professional Services Agreement dated February 22, 2017 as follows:

The CLIENT and COMPANY agree to amend the Scope of Services of the original Professional Services Agreement and previous amendments as follows:

1. Add additional roadway resurfacing to the project with an estimated total additional centerline length of 78,853 feet +/- and an estimate additional construction cost estimated at more than \$7 million. See Attachment A for streets to be added to the 2017 Resurfacing Project. It is understood that Village General Funds only are to be utilized for this project.

#### Design Services

- Anticipated Design effort includes field evaluation of concrete curb & gutter replacement, patching estimation, ADA ramp evaluation and detailing, field measurement, bid document preparation, bid services
  - Field Design Evaluation and Measurement for 14.9 miles street rehabilitation –
    Labor & direct costs = 176 hours & \$23,675.00
  - Bid Document Preparation for 14.9 miles, including an estimated 10 ADA Ramps needing additional detailing to meet ADA standards.(approximately 1% assumed)
    - Topo. Survey and Drafting of 10 areas for additional ramp detail labor and direct costs = 18 hours & \$2,387.00
    - > ADA Ramp Design labor & direct costs = 40 hours & \$4,700
    - Design/Bid Document Preparation, Bidding Services labor & direct costs = 70 hours & \$12,600.00
- Design Sub-total for labor & direct costs = \$38,662.00

Construction Observation Services (Full-Time)

- Proposed 78,853 centerline feet of additional streets are to be improved by milling, patching, remove and replace concrete curb & gutter, ADA ramp construction to standards, and HMA resurfacing. This work is estimated to be accomplished within 95 working days (July 10 November 17, 2017) utilizing multiple construction crews. Therefore we estimated additional <u>95 working days</u> of full-time field observation (8 hours/day each) for two field personnel detailed below.
  - Full Time Construction Observation effort = 1,520 hours
  - > Project Management & Administrative effort est.at 6 hours/mo. = 28 hours
  - Material Quality Assurance Testing = \$10,000.00
  - Construction Observation Sub-total for labor & direct costs = \$213,505.00

#### > Total Design & Construction Obs. Services: = \$252,167.00

CLIENT Project Number: Project # 1596 COMPANY Project Number: 87150438.01 The CLIENT and COMPANY agree to amend other provisions of the original Professional Services Agreement and previous amendments as follows: N/A

In consideration for these services, the CLIENT AGREES to adjust the payment for services performed by COMPANY on the following basis:

Per current rate schedule with a maximum fee to be increased by two hundred fifty two thousand one hundred & sixty seven & 00/100 Dollars (\$252,167.00)

The total authorized compensation after this Amendment, including the original Professional Services Agreement and all previous Amendments, is three hundred ninety nine thousand three hundred fifty four and 00/100 Dollars (\$ 399,354.00).

THIS AMENDMENT is subject to all provisions of the original Professional Services Agreement.

THIS AMENDMENT, together with the original Professional Services Agreement and all previous amendments represents the entire and integrated AGREEMENT between the CLIENT and COMPANY.

THIS AMENDMENT executed the day and year written above. Sincerely,

HR GREEN, INC.

T. Scott Creech, P.E.

Approved by:

Printed/Typed Name: <u>Andrew Mrowicki, P.E.</u> Title: Vice President - Construction Date:

04/28/2017

Village of Hinsdale	
Accepted by:	
Printed/Typed Name:	
Title:	Date:

J:\2017\87150438.01\Construction\Contract\HRG-Contract-Amendment#1\addm-042487-Addedum#1-AddIStreets-withCO-Estimate.docx

#### ATTACHMENT A. Annual Maintenance Funded Projects Village of Hinsdale (DRAFT)

								1			1	1								·		
						PCI					2009	2015								Nuisance		Updated: 04/27/17
						2005	PCI	.		Sewer	Cum.	Cum.	PCC	HMA	Total	Pavement		Water		Sump		·
Name	From	To	Length	Width	Pavem't	2011	2015	WM	Sewer	Sep.	Rating	Rating	LF	LF	Dist.	Cost	Sewer Sep.	Distr.	San. Sewer	Pump	Total Cost	Comments
2017			1								T	1					1		T			
57th Street	Grant Street	Washington Street	640	26	AC	88	77	90	90	90	+	347		640		\$57,046					\$57,046	
57th Street	Washington Street	Garfield Street	666	26	AC	87	77	90	90	90		347		666		\$59,363					\$59,363	
57th Street	Garfield Street	Park Avenue	410	26	AC	62	62		90	90		332		410		\$36,545					\$36,545	
57th Street	Park Avenue	Childs Avenue	469	26	AC	78	70		90	90		340		235		\$20,902					\$20,902	
57th Street	Childs Avenue	Elm Street	394	26	AC	80	. 77	90	90	90		347		99		\$8,780					\$8,780	
57th Street	Elm Street	Oak Street	640	26	AC	82	77	90	90	90		347		640 613		\$57,046 \$54,639					\$57,046 \$54,639	
57th Street	Oak Street	County Line Road	613	26	AC	78	77	90	90	90	+	347		613		\$34,039						
Adams Street	Maple Street	Chicago Avenue	430	26	AC	86	62	90	30	90		272		430		\$38,328					\$38,328	
Blaine Street	Chicago Avenue	First Street	525	26	AC	99	85	90		30		295		525		\$46,795					\$46,795	
Bodin Street	Fourth Street	Sixth Street	653	26	PCC	76	02	90	90	90		362	100			\$40,000					\$40,000	PCC patching
								_														
Bruner Street	North Street	Hickory Street	469	26	AC		77			90		347		235		\$20,902				640.000		South half only - patch the rest
Bruner Street	Walnut Street	Maple Street	531 443	26	AC AC	70 68	62 62	90 30	30	90		272		531 443		\$47,330 \$39,486				\$12,000		111 N. Bruner 14 N. Bruner
Bruner Street Bruner Street	Maple Street Hinsdale Avenue	Chicago Avenue Fourth Street	522	26	AC	100	92		90	90		362		522		\$39,480				φ12,000	\$46,528	
Camberley Court	West End	East End	867	26	AC	88	84		30	60	1	204		867		\$77.279				\$12,000		25 Camberly Court
Chestnut Street	West End	Stough Street	230	26	AC	90	88	90	90	90		358		230		\$20,501					\$20,501	
Chestnut Street	Stough Street	Quincy Street	315	26	AC	75	54		90	90		324		315		\$28,077					\$28,077	
Chicago Avenue	Park Avenue	County Line Road	1,960											1,960		\$250,000				\$12,000		PCC pavem't patching, 418 47th St.
Childs Avenue	Park Avenue	Elmwood Place	300	26	AC	87	62	90	90	90		332		300		\$26,740					\$26,740	
Childs Avenue Clay Street	Elmwood Place Fourth Street	57th Street Sixth Street	850	26 26	AC PCC	71 68	62 77	30 90		90 90		272		850		\$75,764 \$80,000					\$75,764 \$80,000	mid-block patch
D Road	Old Mill Road	Salt Creek Lane	1,363	20	AC	- 00	85		90	90		355		1,363		\$121,490					\$121,490	mid-block pater
Eighth Street	Quincy Street	Intersection	328	26	PCC	99	82		90	90		362		1,000	1	\$48,000			1			Intersection w/Quincy patching
Elm Street	55th Street	Elmwood Place	390	26	AC	78	77	90	90	90		347		390		\$34,762	2				\$34,762	
Elm Street	Elmwood Place	57th Street	1,140		AC	72	77		90	90	_	347		1,140		\$101,613					\$101,613	
Elm Street	57th Street	Meadowbrook Lane	585	26	AC	67	77	90	90	90		347	1	585	<u> </u>	\$52,143	3				\$52,143	
Floor Court	West End	Oak Street	167	48	AC	70	77	90	90	90		347	,	167		\$14,885					\$14,885	
Flagg Court	West End	Oak Street	1_10/	40	1 40	19	10000404000	1 30		1 30		347	I	1 107	I	J	·				\$14,000	1
Fuller Road	West End	York Road	676	26	AC	91	.77	90	30	90	1	287	1	676		\$60,255	5				\$60,255	
Fuller Road	York Road	Elm Street	630	26	AC	76	77	90	30	90		287	1	630		\$56,154					\$56,154	
Fuller Road	Elm Street	Franklin Street	331	26	AC	85				90		287		331		\$29,503					\$29,503	
Fuller Road	Franklin Street	Oak Street	328	26	AC	81	77	90		90		287		328		\$29,236			<u> </u>	<u> </u>	\$29,236	
Fuller Road	Oak Street	Jefferson Street	318	26 26	AC AC	88 94		90 90		90 90		272		318 328		\$28,345 \$29,236				·	\$28,345 \$29,236	
Fuller Road	Jefferson Street	County Line Road	320	20	AC	94	ALC: NO ALC:	90	50	30	+	302		320		\$25,200	°	I	+	<u> </u>	\$23,230	
Garfield Street	The Lane	Ayres Street	267	30	AC	100	92	90	90	90	1	362		267		\$23,799					\$23,799	
Garfield Street	Ayres Street	North Street	435	30	AC	99		90	90	90		362	2	435		\$38,773					\$38,773	
Garfield Street	North Street	Hickory Street	453	30	AC	100	92	90	90	90		362	2	453		\$40,378					\$40.378	
Garfield Street	Hickory Street	Walnut Street	532	30	AC		82	90		90		362		532		\$47,419				\$12,000		233 N. Garfield
Garfield Street	Walnut Street Maple Street	Maple Street Chicago Avenue	561 385	30	AC AC	100	92 92	90 90		90		362		561 385		\$34,317					\$50,004 \$34,317	1
Garfield Street	First Street	55th Street	303			100	CAN	- 00					-			\$80,000					\$80,000	Various HMA patches
Giddings Avenue	North End	58th Street	210	26	AC	56	62	90	90	90		332		210		\$18,718					\$18,718	
Grant Street	Hickory Street	Walnut Street	538	26	AC		88	90		90		358		538		\$47,954					\$47,954	
Grant Street	Walnut Street	Maple Street	548	26	AC	100		90		90		362		548		\$48,845					\$48,845	
Grant Street	First Street	Second Street	282	26	AC		77			90		347		282		\$25,136					\$25,136 \$31,019	4
Grant Street Grant Street	Second Street Third Street	Third Street Fourth Street	348	26 26	AC		92	90		90		347		348		\$33,069			1		\$31,019	
Grant Street	Fourth Street	Fifth Street	548	26	AC		92	90		30		302		548		\$48,845					\$48,845	
Grant Street	Seventh Street	Eighth Street	659	36	AC	100	82	90	90	30		302	2	659		\$58,739	9				\$58,739	1
Grant Street	Ninth Street	55th Street	676	36	AC		. 77	90		90		347		676		\$60,255				\$12,000		916 S. Grant
Grant Street	57th Street	59th Street	1,289	26	AC	74	77	90	90	90		347	1	1,289		\$114,894	41				\$114,894	-
History Street	Madison Street	Clay Street	440	26	AC	68	80	90	30	90	1	290		440		\$39,219	a				\$39,219	-
Hickory Street Hickory Street	Clay Street	Clay Street Vine Street	325	26	AC	60				90		350		325		\$28,969					\$28,969	
Hickory Street	Vine Street	Grant Street	426	26	AC	93				90		242		426		\$37,97			-	\$12,000		217 W Hickory
Hickory Street	Grant Street	Lincoln Street	423	26	AC	83	62	45	90	90		287	7	423	3	\$37,704	4				\$37,704	
Hickory Street	Lincoln Street	Washington Street	417	26	AC	100				90		347		417		\$37,16					\$37,169	
Hickory Street		Garfield Street	548	26	AC	98				90		332		548		\$48,84					\$48,845	
Hickory Street	Garfield Street	Radcliffe Way	390	26	AC	82	69	90	90	90		339	1	390	1	\$34,762	4	1			\$34,762	

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						DCI					2009	2015								Nuisance		Updated: 04/27/17
						PCI 2005	PCI			Sewer	2009 Cum.	2015 Cum.	PCC	нма	Total	Pavement		Water		Sump		opdated. 04/2/11/
	<b>F</b>	То	Lanath	Width	Pavem't			wм	Sewer	Sep.	Rating	Rating	LF	LF	Dist.	Cost	Sewer Sep.	Distr.	San. Sewer	Pump	Total Cost	Comments
Name	From Radcliffe Way	Forest Road	Length 479	26	AC	100	69	90	90	90	reading	339		479	Ulat.	\$42,695	oction ocp.	Diou.	Guil. Control	\$12,000		300 Forest
Hickory Street	Forest Road	Eim Street	479	26	AC	100	62	90	90	90		332		430		\$38,328				\$12,000		222 E. Hickory
Hickory Street Hickory Street	Oak Street (E)	County Line Road	390	26	PCC	57	62	90	90	90	1	332	195	0		\$78,000						PCC Patching on half
Hickory Street	County Line Road	Phillippa Street	308	26	AC	84	77	90	90	90		347		308		\$27,453					\$27,453	
Hickory Street	Phillippa Street	Justina Street	318	26	AC	82	77	90	90	90		347		318		\$28,345					\$28,345	1
Hickory Street	Justina Street	Mills Street	292	26	AC	79		30	90	90		287		292		\$26,027					\$26,027	1
Highland Road	County Line Road	East End	584	26	AC	95	92	90	90	30		302		584		\$52,054					\$52,054	
Hillcrest Avenue	Third Street	Woodside Avenue	699	26	AC	94	80	90	30	90		290		699		\$62,305					\$62,305	
																						1
Justina Street	Minneola Street	The Lane	515	26	AC	100		30	90	90		287		515		\$45,904					\$45,904	
Justina Street	The Lane	Ravine Road	571	26	AC	87	62	30	90	90		272		571		\$50,896					\$50,896	-
Justina Street	Ravine Road	Hickory Street	571	26	AC	71	76	90	90	90		346		571		\$50,896					\$50,896 \$47,330	
Justina Street	Hickory Street	Walnut Street	531	26	AC	82	73	90	90	90		343		531 338		\$47,330					\$30,127	
Lincoln Street	Second Street	Third Street	338	26	AC	99	75	90	90	90		345		330		\$30,127					\$30,127	4
Madison Street	Maple Street	Chicago Avenue	400	26	AC	100	92	45	30	90	1	257		400		\$35,654					\$35,654	
Wadison Street	Invaple Street	Chicago Avenue	400	1 20	I AC	100	C. C.	45		30		201		4001		400,004			1			1
Maple Street	Grant Street	Lincoln Street	417	26	AC	84	77	30	90	90	1	287		417		\$37,169					\$37,169	1
Maple Street	Washington Street	Garfield Street	535	26	AC	92	77	90	90	30		287		535		\$47,687					\$47,687	1
Mills Street	The Lane	Ravine Road	535	26	AC	88	77	90	30	90	1	287		535		\$47,687			1		\$47,687	1
Minneola Street	Garfield Avenue	York Road	387	26	AC	82	62	90	30	90		272		387		\$34,495					\$34,495	
Monroe Street	Walnut Street	Maple Street	477	26	AC	90	177	90	90	90		347		477		\$42,517					\$42,517	1
Monroe Street	Maple Street	Chicago Avenue	410	26	AC	99	77	90	90	90		347		410		\$36,545					\$36,545	
Monroe Street	Chicago Avenue	Chestnut Street	633	26	AC	94	77	90	30	90		287		633		\$56,422					\$56,422	
Monroe Street	Chestnut Street	Hinsdale Avenue	413	26	AC	92	77	90	30	90		287		413		\$36,812					\$36,812	
Ninth Street	Monroe Street	Thurlow Street	289	26	AC		92	90	90	90		362		289		\$25,760					\$25,760	
Ninth Street	Thurlow Street	Madison Street	328	26	AC		100	90	90	90		370	<u> </u>	328	<u> </u>	\$29,236					\$29,236	
Ninth Street	Washington Street	Garfield Street	551	26	AC	18		90	90	90		312		551		\$49,113				\$48,000	\$97,113	
Ninth Street	Garfield Street	Park Avenue	630	26	AC	6		90	90	90		312		630 390		\$56,154					\$56,154 \$34,762	
North Street	Madison Street	Clay Street Vine Street	390 390	26	AC AC	88 89		90 90	90 90	90		347	I	390		\$34,762					\$34,762	1
North Street	Clay Street	Grant Street	430	26	AC		- 88	30		90		298	h	430		\$38,328					\$38,328	
North Street	Grant Street	Lincoln Street	374	26	AC	100		90		90	1	359		374		\$33,336					\$33,336	
North Street	Lincoln Street	Washington Street	413	26	AC		88			90		358		413		\$36,812					\$36,812	
North Street	Washington Street		528	26	AC		88			90		298		528		\$47,063				\$112,200	\$159,263	
						1.00					1											1
Oak Street	Fuller Road	Minneola Street	846	26	AC	89	62	90	90	90		332		846		\$75,407					\$75,407	7
Oak Street	Ravine Road	Hampton Place	407	26	AC	95	- 77	90	90	90		347		407		\$36,278					\$36,278	1
Oak Street	Hampton Place	Hickory Street	492	26	AC	94				30		287		492		\$43,854					\$43,854	
Oak Street	Hickory Street	Flagg Court	262	26	AC	76				90		332		262		\$23,353					\$23,353	
Oak Street	Flagg Court	Walnut Street	259	26	AC	80		90		90		332	L	259		\$23,086					\$23,086	
Oak Street	Third Street	Fourth Street	538	26	AC	58		90 90		90		312		538 325		\$47,954 \$28,969					\$47,954 \$28,969	
Oak Street	55th Street	Woodside Avenue 57th Street	325	26	AC	58 81	62	90		90		332		1,459		\$130.047					\$130.047	
Orchard Place	Chicago Avenue	First Street	686	26	AC	90			90	90		312		686		\$61,146					\$61,146	
	oniougo Avenue		1	1	1	1	1	1	1		1	1										1
Park Avenue	Hickory Street	Walnut Street	512	26	AC	78				60	1	317		512		\$45,637	1				\$45,637	7
Park Avenue	Third Street	Fourth Street	472	26	AC	67	98	30	90	90	_	308		472		\$42,071					\$42,071	
Park Avenue	Fifth Street	Sixth Street	367	26	AC	81		30		90		272		367		\$32,712					\$32,712	
Park Avenue	Park Circle	56th Street	585	26	AC	74		30		90		272		585		\$52,143					\$52,143	
Park Avenue	56th Street	57th Street	620	26	AC	87		30		90		287		620		\$55,263					\$55,263	
Park Circle	North End	Childs Avenue	203	26	AC	91	62	30 30		90		272		203 403		\$18,094					\$18,094	
Phillippa Street	Minneola Street	The Lane Ravine Road	403	26	AC	100		30		90	1	287	1	403		\$35,92					\$35,921	
Phillippa Street Phillippa Street	Ravine Road	Hickory Street	590	26	AC	74		90		90		332		590		\$52,589					\$52,589	
Phillippa Street	Hickory Street	Walnut Street	636	26	AC	86		90		90		347		636		\$56,689					\$56,689	
Quincy Street	Hickory Street	Stough Street	455	26	AC	76				90	1	332	1	455		\$40,556					\$40,556	
Ravine Road	Phillippa Street	Justina Street	331	26	AC	91				90		347	1	331		\$29,503					\$29,503	
Ravine Road	Justina Street	Mills Street	318	26	AC	88				90		287	'	318		\$28,34					\$28,345	
Seventh Street	Jackson Street	Stough Street	321	26	PCC	59				90		272		321		\$28,612						2 PCC patching
Seventh Street	Quincy Street	Bruner Street	315	26	PCC	66				90		272	2	315		\$28,07					\$28,07	
Seventh Street	Bruner Street	Adams Street	325	26	PCC	68				90		212		325		\$28,96					\$28,969	
Seventh Street	Bodin Street	Monroe Street	312	26	AC	71				90	summer and	257		312		\$27,81				-	\$27,810	
		Lincoln Street	239	26	PCC	31	42	30	90	60	1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1	222	239	0		\$21,30	51	1	1	\$12,000	533.30	3 704 S Lincoln
Seventh Street Seventh Street	Grant Street Lincoln Street	Washington Street				65		30		60	-	242		394		\$35,119					\$35,119	

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						PCI					2009	2015								Nuisance		Updated: 04/27/17
						2005	PCI		I	Sewer		Cum.	PCC	HMA	Total	Pavement		Water		Sump		
Name	From	То		Width	Pavem't	2011	2015	WM	Sewer	Sep.	Rating		LF	LF	Dist.	Cost	Sewer Sep.	Distr.	San. Sewer	Pump	Total Cost	Comments
eventh Street W	ashington Street	Garfield Street	554	26	AC	59	62	30	90	60		242		554		\$49,380					\$49,380	
Seventh Street Elr	m Street	Oak Street	643	26	PCC	89	92	90	90	90		362		643		\$57,313					\$57,313	
Sixth Street Ja	ckson Street	Stough Street	308	26	AC	65	62	90	15	90		257		308		\$27,453				\$12,000	\$39,453	440 S Stough
Sixth Street Str	ough Street	Quincy Street	331	26	AC	72	73.	90	15	90		268		331		\$29,503					\$29,503	-
		Bruner Street	321	26	AC	73	73	90	90	90		343		321		\$28,612					\$28,612	
Sixth Street Br	runer Street	Adams Street	318	26	AC	87	77	90	90	90		347		318		\$28,345					\$28,345	1
	dams Street	Bodin Street	325	26	AC	87	77	90	90	90	1	347		325		\$28,969					\$28,969	1
		Thurlow Street	335	26	AC	87	77	90	90	90		347		335		\$29,860		-		\$12,000	\$41,860	544 W Sixth
		Madison Street	315	26	AC	87	87 9	90	90	90		357		315		\$28,077					\$28,077	
		Clav Street	390	26	PCC	100	92	90	90	90		362	195			\$78,000					\$78,000	PCC patching
		Fourth Street	348	26	AC	98	88	90	90	90		358		348		\$31,019			1		\$31,019	1
		Sixth Street	663	26	AC	97	88	90	90	90		358		663		\$59,096					\$59,096	1
		Seventh Street	643	26	AC	100	85	90	30	30		235		643		\$57,313					\$57,313	1
		Eighth Street	669	26	AC	98	901		90	90	1	360		669		\$59,631			1		\$59,631	1
											1							********				1
The Lane Pr	hillippa Street	Justina Street	308	26	AC	85	77	30	90	90	1	287		308		\$27,453					\$27,453	1
		Mills Street	289	26	AC	75	62		90	90	1	272		289		\$25,760					\$25,760	1
																						1
Town Place St	tough Street	Bruner Street	620	26	AC	73	62	90	30	90		272		620		\$55,263					\$55,263	1
		Seventh Street	656	26	AC	99	77		90	90	1	347		656		\$58,472				\$36,000		606.636.639 S Thurlow
		Eighth Street	656	26	AC	91	92		90	90		362		656		\$58,472				\$48,000		704,707,726,732 S Thurlow
		Ninth Street	646	26	AC	64	77		90	90		347		646		\$57,581				\$12,000		531 W Ninth
Vine Street No	orth Street	Hickory Street	446	26	AC	80	62	90	30	90		272		446		\$39,754					\$39,754	
		Walnut Street	525	26	AC	93	77		90	90		347		525		\$46,795				\$12,000		210 N. Vine
		South End	574	26	AC	86	85		30	90		295		574		\$51,163					\$51,163	
		Adams Street	426	26	AC	61	62	90	90	90		332		426		\$37,971					\$37,971	1
	dams Street	Monroe Street	640	26	AC	33		90	90	60		282		640		\$57.046					\$57,046	1
		County Line Road	633	26	AC	71	17	30	30	60		197		633		\$56,422					\$56,422	
		Phillippa Street	318	26	AC	76	77	90	90	90		347		318		\$28,345					\$28,345	1
	hillippa Street	Justina Street	295	26	AC	77	77	90	90	90		347		295		\$26,295					\$26,295	1
	ustina Street	Mills Street	328	26	AC	84	77	90	90	90	· · ·	347		328		\$29,236					\$29,236	1
		Millio Otroot	010	- 20	1							-					1		1		420,200	1
Washington Street M	aple Street	Chicago Avenue	397	26	AC	77	62	90	90	90	-	332		397		\$35,386					\$35,386	1
	hicago Avenue	Hinsdale Avenue	328	36	AC	100			15	90		257		328		\$29,236				\$7,000		RR Insurance & Flagger
	ourth Street	Fifth Street	548	26	AC	78	62	90	90	90	1	332		548		\$48,845				\$12,000		402 S Washington
	ifth Street	Sixth Street	289	26	AC	88	62	90	90	90	1	332		289		\$25,760				4.2,000	\$25,760	in the statistical
	ixth Street	Ulm Place	315	26	AC	78	62	90	90	90	+	332		315		\$28,077					\$28,077	1
	Im Place	Seventh Street	341	26	AC	90	1 77	90	90	30		287		341		\$30,395				\$12,000		639 S Washington
	End	57th Street	1.230	24	AC	86	77	30	90	90		287		1.230		\$109,635				\$12,000	\$109.635	coo o masinigion
in the second se		or an Output	1,200		1			1				- 201		1,230		<b>\$100,000</b>					<b>\$105,030</b>	1
						11							1 049	71,578	72 627	\$6,880,589	SO	SC	) SO	\$443,200	\$7,323,789	
													1,049		istance:	40,000,005	40	φu	, şu	\$440,200	\$7,323,789	

Revision: 05/03/17

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Agenda Item #90

**REQUEST FOR BOARD ACTION** Public Services & Engineering

Second Read – EPS
2017 Engineering Review Services
May 16, 2017
Dan Deeter, PE Village Engineer

#### Recommended Motion

Award the contract for engineering review services to James J. Benes and Associates, Inc. for an amount not to exceed \$40,000.

#### Background

The Village of Hinsdale has historically had an engineering consultant review the engineering plans for new private construction/development prior to permitting that development. At the direction of the Village Board of Trustees, staff sent request for proposals to six engineering consultants. In March 16, 2017, proposals were opened from four engineering consultants. Two consultants declined to send proposals. The consultants who sent proposals are listed below:

- Baxter & Woodman Consulting Engineers
- James J. Benes and Associates
- Hancock Engineering
- Rempe-Sharpe & Associates

#### **Discussion & Recommendation**

Since the consultant's review fees are passed to the private developers for payment, staff placed a higher priority on the consultant's qualification than the review fees charged. These qualifications included the consultants' professional education and certifications, experiences with the Village of Hinsdale or similar municipalities, experience with DuPage County standards, and, to a lesser extent, experience with Cook County standards. Based on these criteria, staff recommends that the engineering review services should be awarded to James J. Benes and Associates, Inc.

#### **Budget Impact**

The Village budgets \$40,000 per year for engineering review costs. These costs are reimbursed by the private developer.

#### Village Board and/or Committee Action

At the May 2, 2017 Board of Trustees, Trustee Ripani questioned the consistency between sections 12 and 14 of the proposed contract addressing the Engineer assigning the Agreement. The Board of Trustees approved the item to be moved to a Second Reading.

The an email addressing Trustee Ripani's comments from an attorney representing the Village, Mr. Michael Marrs of Klein, Thorpe and Jenkins, Ltd., is provided as attachment 3. In short, Section 14 prohibits assignment of the agreement. Section 12.B.2.c lists activities (including assignment of the agreement) which the Village may serve the Engineer with a notice. If corrective measures are not taken by the Engineer within five days, the Village may declare the Engineer to be in default and terminate the Agreement. While Mr. Marrs believes the two sections are consistent, he also provided clarification language to section 12.B.2.c of the contract. This language has been included in the updated contract in attachment 4.

#### **Documents Attached**

- 1. Qualifications Summary
- 2. Fee Structure
- 3. Mr. Michael Marrs email dated May 05, 2017
- 4. 2017 Engineering Review Services Contract

#### **Engineering Proposals**

#### **Engineering Review Services**

#### Hinsdale, IL

Date: 04/25/17

Qualifications	Baxter & Woodman	James J. Benes and Associates	Hancock Engineering	Rempe-Sharpe and Associates
Years of Service	70	47	30	Unkknown
Professional Education & Certifications	7	10	6	6
Experience with Village of Hinsdale or similar municipalities				
Experience with similar demographics	No information provided	Oak Brook Barrington	No information provided	No information provided
Experience with flooding & flood plain issues- Salt Creek Specifically	No information provided	Elmhurst, Oak Brook, Hinsdale, Western Springs	No information provided	No information provided
Experience with flooding & flood plain issues in general	No information provided	Lisle, Warrenville, Lockport, Glen Ellyn	River Grove, Maywood	Glen Ellyn
Experience with traffic, infrastructure, and development issues for a village with an older infrastructure	No information provided	Hinsdale, Elmhurst, Glen Ellyn, Western Springs	Brookfield, Oak Lawn, Broadview, LaGrange Park, Maywood, River Grove, Palos Park, Norridge, Forest View	Glen Ellyn
Experience with DuPage County standards	Wood Dale	Hinsdale, Lisle, Elmhurst, Oak Brook, Woodridge	No information provided	DuPage County, Glen Ellyn, Winfield, Fermi Labs, Wheaton Sanitary District
Experience with Cook County standards	Cook County, South Barrington, Country Club Hills, Glenview, Oak Forest, Olympia Fields, Park Forest	Hinsdale, Oak Brook, Western Springs	Brookfield, Oak Lawn, Broadview, LaGrange Park, Maywood, River Grove, Palos Park, Norridge, Forest View	

Notes:

- 1. Baxter & Woodman's staff education and certifications include Professional Engineer (PE), Environmental Specialist, and Certified Floodplain Manager (CFM).
- 2. JJ Benes staff education and certifications include Professional Engineer (PE), Environmental Scientist, Certified Floodplain Manager (CFM), Professional Traffic Operations Engineer (PTOE), and Certified Professional Erosion and Sediment Control (CPESC)
- 3. Hancock Engineering staff education and certifications include Professional Engineer (PE) and Certified Floodplain Manager (CFM)
- 4. Rempe-Sharpe's staff education and certifications include Professional Engineer (PE) and Certified Floodplain Manager (CFM).

# **Engineering Proposals**

# **Engineering Review Services**

# Hinsdale, IL

Date: 04/25/17

Fee Structure	Baxte	er & Woo	dman		Benes and ociates	Hand Engine		Rempe-Sharpe & Associates		
	First Review	Second Review	Add'l Review	First Review	Add'l Review	First Review	Add'l Review	First Review	Add'l Review	
Single Family Residential Plan Review	\$1,200	\$1,200	T&M	\$800	\$200	\$650	\$390	Т&	M	
Commercial/ Multi- Family/Non-Residential Development or Subdivision reviews & other services	Time 8	& Materials	(T&M)	and the second states with	Materials &M)			Time & Mate	erials (T&M)	

#### **Daniel Deeter**

From: Sent:	Michael A. Marrs <mamarrs@ktjlaw.com> Friday, May 05, 2017 12:57 PM</mamarrs@ktjlaw.com>
То:	Daniel Deeter
Cc:	Lance C. Malina
Subject:	RE: Contract question

Dan – I have reviewed the two provisions. Section 14 clearly prohibits an assignment of the Agreement.

Section 12.B.2.c., as I understand it, is listing things that may result in a default by the Engineer under the Agreement. If the Agreement is assigned, which is something that is prohibited by Section 14, the Village may, under 12.B.2.c. serve the Engineer with a notice, and, if corrective measures are not taken by the Engineer per the latter part of 12.B.2.c. within five days, the Village may declare the Engineer to be in default and terminate the Agreement.

I do therefore think the two sections are consistent as written, as one prohibits an assignment, and the other states how an assignment, should one be made in violation of the Agreement, may result in default and termination.

If the Village desires to provide additional clarity, however, I suggest that the first sentence of 12.B.2.c. on page 13 could be amended by adding the following underlined and highlighted language: "If Engineer shall assign this Agreement in violation of the prohibition on assignment set forth in Section 14.A of this Agreement, or abandon the Work or ...."

Let me know if you have any questions based on the above.

Michael A. Marrs | Klein, Thorpe and Jenkins, Ltd. | 20 N. Wacker Drive, Suite 1660 | Chicago, IL 60606 | Ph: 312-984-6419 | mamarrs@ktjlaw.com

From: Daniel Deeter [mailto:ddeeter@villageofhinsdale.org] Sent: Wednesday, May 03, 2017 4:42 PM To: Michael A. Marrs Subject: Contract question

Michael,

During the 05/02/17 Board of Trustees meeting Trustee Ripani had a question about a portion of the Third Party Review contract attached. He felt that paragraph c. on page 13 and paragraph A. on page 14 were somewhat contradictory. He felt page 13 implies that Assignment was allowed while page 14 states Assignment is not allowed. Can you comment on this by Monday, 05/08/17. I need to get a response into the Board packet for the second review.

Best Regards,

Dan Deeter, PE Village Engineer (o) 630-789-7039 (f) 630-789-7016

# VILLAGE OF HINSDALE 19 E. Chicago Ave. Hinsdale, IL 60521

ENGINEERING PROFESSIONAL SERVICES AGREEMENT 2017-18 Third Party Reviews Civil Engineering Review Services

#### PROFESSIONAL SERVICES AGREEMENT

# BETWEEN THE VILLAGE OF HINSDALE AND JAMES J. BENES AND ASSOCIATES, INC.

This Professional Services Agreement is entered into this <u>17<sup>th</sup> day of May 2017</u>, by and between the Village of Hinsdale, an Illinois Municipal corporation (hereinafter referred to as the "Village") and <u>James J. Benes and Associates</u>, Inc. (hereinafter referred to as the "Engineer") (collectively referred to as the "Parties").

Whereas, the Village is seeking professional services for <u>engineering review services</u> (herein referred to as the "Project");

Whereas, Engineer submitted a Proposal dated <u>3/17/2017</u> to provide said services for the Project;

Whereas, based upon Engineer's competence and the Village's prior experience with Engineer's work quality, the Village, through the Engineering Division, has chosen Engineer for the Project.

NOW THEREFORE, Engineer agrees to perform the services set forth herein and the Village agrees to pay for said services under the following terms and conditions:

#### SECTION 1. DEFINITIONS.

Whenever used in this Agreement, the following terms shall have the meanings indicated and the singular shall be read to include the plural and vise versa.

A. The term "Agreement" shall mean the entire integrated agreement between Engineer and the Village setting forth the terms and conditions governing the performance of the Project.

B. The term "Change Order" the document signed by Engineer and the Village which authorizes the performance of services beyond the Scope of Work to be supplied under the Agreement, which is issued on or after the Effective Date of this Agreement.

C. The "Engineer" shall mean <u>James J. Benes and Associates, Inc.</u>, its employees, agents, subcontractors, duly authorized representatives or others performing work on its behalf. To the extent any work performed under this Agreement is performed by subcontractors, the term "Engineer" shall include such subcontractors.

D. The term "Deliverable" shall mean the plans, specifications, documents, reports, or other item to be prepared and completed by Engineer pursuant to this Agreement.

E. The terms "Includes" and "Including" shall not be construed as limited to.

F. The term "May" is permissive; except the phrase "no person may" shall mean that no person is required, authorized, or permitted to do the act prohibited.

G. The terms "Provide" "Furnish" and "Perform" shall be deemed to imply an obligation on the part of Engineer to obtain, deliver and pay for any material, product, service or other incidental item required under the Agreement, and includes an obligation on the part of Engineer to supply and pay for all labor and services necessary to properly complete the Work, and/or put into and otherwise make ready for its intended use any deliverable, service, item or other Work required by the Agreement.

H. The term "Shall" is imperative.

I. The term "Project" means the scope, extent, or amount of services, deliverables, items, or labor related to the <u>engineering review services</u> as more fully described of Exhibit "A" attached hereto.

J. The terms "Statute," "Law," "Regulation" and "Ordinance" shall be deemed to include all revisions, amendments, and supplements.

K. The term "Village" shall mean the Village of Hinsdale, an Illinois Municipal Corporation, its officers, directors, trustees, authorized representatives and employees.

L. The term "Work" shall mean the all services, labor, materials, equipment, and services provided or to be provided by the Engineer under the Agreement.

#### SECTION 2. GENERAL REQUIREMENTS-ENGINEER.

A. Engineer agrees 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. Engineer shall have sole responsibility for <u>engineering review of assigned plans and related services</u> that meets the Village's performance expectations and satisfies any applicable state, federal or local laws or regulations.

B. Engineer's role with respect to the Project is solely that of an independent contractor. No right of review; requirement of approval; or other provision of this Agreement or subsequent conduct between the Parties shall be construed to create a relationship between the Parties as that of employer-employee principal and agent, partners, or joint ventures. Engineer shall have no authority or right to enter into any contract, or incur any debt or liability of any nature in the name of, or on behalf of, the Village.

Contract # 1626 CO

C. Engineer shall not be performing any services with respect to construction oversight. Accordingly, Engineer shall have neither control over or charge of, nor be responsible for the means, methods, techniques, performance or sequence of construction, nor the assurance of site or employee safety. The Village shall cause these contractor responsibilities to be set forth in any subsequent contract to be entered into for construction and installation. It shall be the authority of the Village, not the Engineer, to stop the work of any contractor or any subcontractor on the Project.

D. Engineer warrants and represents that it shall have the Intellectual Property rights (including, but not limited to, patent, copyright, trademark, service mark, or trade secret rights) to any Deliverable that will be provided to the Village during the performance of this Agreement and that transfer of said Deliverables to the Village shall not violate or infringe upon the Intellectual Property rights of any third party.

E. Engineer agrees to perform no professional services during the term of the contract for any person, firm or corporation, for any project or work that may be subject to the Village's review/inspection, to occur or occurring within the corporate limits of the Village, or contiguous to the corporate limits of the Village without notification to the Village prior to rendering services. Engineer agrees to provide the Village with written notification whenever the services provided under this Agreement shall require Engineer to review or inspect work performed by any other firm or corporation for whom Engineer is or has within the previous twelve (12) months provided professional services, or with any of Engineer's partners or principals have a financial interest. The Village may at its discretion disqualify Engineer from participation as representative of the Village in such projects.

F. Engineer represents that its employees, agents and subcontractors currently hold, and shall maintain throughout the completion of the Work, all required licenses, permits and certificates, and have duly registered and otherwise complied in all respects with any applicable federal, state and local laws, regulations and ordinances applicable to the performance of this Agreement.

G. Engineer agrees to perform the services contemplated under this Agreement in a timely manner, with completion no later than <u>04/30/18</u>. The contract may be extended annually for a period of one year (May 1- April 30) with the approval of both parties.

#### SECTION 3. GENERAL REQUIREMENTS-VILLAGE.

A. The Village agrees to provide full information regarding requirements for and about the Project, including the Village's objectives, schedule, constraints, criteria, special equipment, systems and site requirements. To the extent additional information readily available to the Village is requested by Engineer during the performance of the Project, the Village shall provide said information promptly and without cost or expense to the Engineer.

B. The Village agrees to provide timely review of any reports, drafts or other materials as requested by Engineer.

#### SECTION 4. SCOPE OF SERVICES.

A. As more fully set forth in its proposal dated <u>3/17/17</u>, attached hereto as Exhibit "A", Engineer agrees to provide all labor, materials, expertise, services and consultation related to <u>engineering review services and related services for the Project</u>. Exhibit "A" is incorporated herein by reference except for the General Terms and Conditions attached thereto and except to the extent any term in Exhibit "A" is inconsistent with the terms in this Agreement

B. Engineer shall have the sole and ultimate responsibility for designing and drafting documents that meet the Village's performance expectations and satisfy all applicable laws, regulations and requirements of any federal, state, local or other regulatory authority.

#### SECTION 5. COMPENSATION AND PAYMENT FOR ENGINEER'S SERVICES.

A. Contract Amount.

Engineer agrees to provide the professional services and deliverables set forth in the Scope of Work, and the Village agrees to compensate Engineer for said performance, the Contract Amount of not-to-exceed <u>\$40,000.00</u>

B. Hourly Rates and Costs.

Compensation for the services set forth in the Scope of Work shall be computed on the basis of the schedule of hourly rates for the professional services set forth in Exhibit "A." The Contract Amount includes Engineer's direct costs.

C. The Village agrees to make payments and to pay interest on unpaid balances under the provisions of the Local Government Prompt Payment Act. However, in no event shall Engineer be reimbursed for work performed that exceeds the Contract Amount without the Village's prior written consent and authorization.

D. Engineer shall submit invoices no more than once per month. Invoices shall provide a detailed breakdown of the amount billed, including the name, title, rate of pay, hours worked and services rendered by each individual during the period stated. Invoices shall be submitted in duplicate and shall reflect all prior amounts billed and paid to date. Invoices shall be accompanied by a progress report setting forth the rates of completion for all tasks scoped and for all deliverable products. Invoices shall not be deemed due unless and until a progress report has been submitted.

#### SECTION 6. DELIVERY AND OWNERSHIP OF DOCUMENTS.

A. All Deliverables, including but not limited to, any plans, specifications, reports, or other project documents prepared by Engineer pursuant to this Agreement shall be shall be the exclusive property of the Village and Engineer shall provide such work product to the Village immediately upon request or upon the expiration or termination of this Agreement.

B. The Deliverables prepared by Engineer pursuant to this Agreement are intended for the express and sole use of the Village for this Project only. Any reuse by the Village on extensions of the Project or any other project or, any modification of the Deliverables by the Village without the specific written verification or adaptation by Engineer, shall be at Village's sole risk. Engineer shall not be liable for any damage or loss resulting from said reuse or modification by the Village.

C. Engineer shall provide the Village with the Deliverables both printed form and electronically. All reports and related information shall be compatible with "Microsoft Word 2003," by Microsoft Corporation, or latest version; all spreadsheets and related information shall be compatible with "Microsoft Excel 2003" by Microsoft Corporation, or latest version; and all CAD related information shall be compatible with "AutoCAD 2008" by Autodesk Corporation, or latest version. Deliverables in printed form shall be of a quality that assures total reproducibility by the Village.

D. Upon the condition that Engineer has received the prior written consent of the Village, 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 Village's confidential and proprietary information if the Village has previously advised the Engineer in writing of the specific information considered by the Village to be confidential and proprietary.

#### SECTION 7. INSURANCE.

A. Scope of Coverage and Amounts.

During the term of the Project, Engineer shall procure and maintain insurance against all claims for injury to or death of a person or persons or damage to property, which may arise wholly or in part from the performance of the services hereunder by Engineer. The scope of coverage shall be at least as broad as, and shall be in amounts not less than, the following:

1. Comprehensive General Liability, with the Village as an additional insured, \$1,000,000 combined single limit per occurrence for personal bodily injury and property damage. The general aggregate shall be no less than \$2,000,000.

2. Business Auto Liability, \$1,000,000 combined single limit for bodily injury and property damage;

3. Workers Compensation and Employers' Liability in amounts required by statute (the policy shall include a 'waiver of subrogation');

4. Umbrella Coverage- \$2,000,000 per occurrence; and,

5. Professional Liability – \$1,000,000 each claim covering negligent acts, errors, and omissions in connection with professional services to be provided by Engineer under this Agreement, and providing for indemnification and defense for injuries arising out of same,

with a deductible not-to-exceed \$50,000 without prior written approval.

If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of this Agreement. In the event the policy is cancelled, not renewed or switched to an occurrence form, then Engineer shall purchase supplemental extending reporting period coverage for a period of not less than three (3) years.

B. Upon execution of this Agreement, Engineer shall furnish to the Village satisfactory proof of coverage of the above insurance requirements. Such proof shall consist of certificates executed by the respective insurance companies together with executed copies of an "Additional Insured Endorsement" in a form acceptable to the Village. Said certificates shall expressly provide that, for the duration of the Agreement, the insurance policy shall not be suspended, cancelled, or reduced in coverage or amount. In addition, said certificates shall list the Village and its corporate authorities, officers, agents and employees as an additional insured on all required insurance policies except the policy for professional liability.

1. All insurance required herein of Engineer shall be valid and enforceable policies, insured by insurers licensed and permitted to do business by the State of Illinois or surplus line carriers qualified to do business in the State of Illinois. All insurance carriers and surplus line carriers shall be rated A-, VII or better by A.M. Best Company.

2. Engineer shall require all subcontractors not protected under the Engineer's policies to take out and maintain insurance of the same nature, in the same amounts and under the same terms as required herein of Engineer. Engineer shall confirm subcontractor compliance with the requirements stated herein prior to the performance of any Work by a subcontractor.

3. Engineer expressly understands and agrees that any bonds or insurance policies required to be maintained pursuant to this Agreement shall in no way limit the degree, amount, or extent of Engineer's responsibility to indemnify, keep and save harmless and defend the Village, their officers, agents, employees, representatives and assigns. Engineer's insurance coverage (both primary and excess) shall be primary as respect to any insurance or self-insurance maintained by the Village, which said insurance of the Village shall solely be excess of Engineer's insurance and shall not contribute with Engineer's insurance coverage.

#### SECTION 8. CHANGES IN WORK.

A. The Village reserves the right to request additional work or services beyond that stated in the Scope of Work or, to delete certain work or services currently set forth in the Scope of Work. Any such changes by the Village shall not invalidate the Agreement or relieve the Engineer of any obligations under this Agreement. Changes to the Work shall be authorized in writing and executed by the Parties. Engineer shall not proceed with any extra work unless and until a Change Order is executed by the Parties.

B. Unless otherwise agreed, the Village shall compensate Engineer for any extra work according to the rates set forth in Exhibit "A" to this Agreement. Engineer shall not be entitled to an adjustment to the Contract Amount for any work performed outside the scope of the Agreement and for which no prior written authorization by the Village was obtained; or, for work which exceeds the Contract Amount or other agreed upon pricing and for which no Change Order was executed prior to exceeding the Contract Amount.

#### SECTION 9. USE OF SUBCONTRACTORS AND CONFLICTS OF INTEREST.

Except as otherwise stated herein, Engineer may elect to use subcontractors to perform certain portions of the services to be provided under this Agreement; however, Engineer shall perform the majority of the work on the Project. Any use of subcontractors shall require the prior written approval of the Village, said approval shall not be unreasonably withheld. Engineer shall not be entitled to any payment for services performed by subcontractors for whom prior written approval of the Village was not obtained. Engineer shall remain ultimately responsible for all work performed with respect to the Project and shall ensure that subcontractors comply with the terms stated in this Agreement.

#### SECTION 10. INDEMNIFICATION.

Engineer shall defend, hold harmless, and indemnify the Village, its corporate Α. authorities, trustees, officers, directors, and employees from and against any and all injury, death, loss, property damage, judgments, liens, claims, suits, liabilities, actions, causes of action, demands, expenses, costs, or other liabilities of any character (including reasonable attorneys fees) arising in whole or in part, relating to or resulting from the: (a) failure to comply with, or violation of, any federal, state or local law, statute. regulation. rule, ordinance, order, or governmental directive; (b) acts, omissions or willful misconduct; (c) failure to comply with the terms, conditions, representations, or warranties contained in the Agreement; (d) infringement of any patent, trademark or copyright; and, e) performance under this Agreement by Engineer, its Subcontractors, or others performing or furnishing any Work directly or indirectly on Engineer's behalf: In connection with any such liabilities, the Village, their officers, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice and Engineer shall be solely liable for all costs, fees and expenses of such defense. The terms of this indemnity shall survive the suspension, expiration or termination of this Agreement.

B. The Village shall defend, hold harmless, and indemnify Engineer, its corporate authorities, trustees, officers, directors, agents, assigns, and employees from and against any and all injuries, deaths, losses, judgments, claims, suits, liabilities, actions, demands, expenses, costs, including reasonable attorneys fees, arising in whole or in part or relating to any act, omission, or performance under this Agreement by the Village, its employees, officers, directors, agents, or others working on its behalf, except that arising out of the sole legal cause of the Engineer. Nothing in this paragraph, however, shall be construed to create an obligation, right of action, or right of recovery that would otherwise not exist at law or in equity. Nor shall the terms of this paragraph be construed as a waiver by the Village of any right or defense it has, or otherwise would have had at law or in equity, but for this paragraph.

C. Kotecki Waiver. Engineer (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 and waives any limitation of liability defense based upon the Worker's Compensation Act and cases decided there under. Engineer agrees to indemnify and defend the Village from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, which the Village may sustain as a result of personal injury claims by Engineer's employees, except to the extent those claims arise as a result of the Village's or own negligence.

D. In any contract the Village may subsequently enter into for construction related to the Project, the Village agrees to use its best efforts to require the contractor to indemnify, hold harmless, and defend the Engineer, its officers, employees and agents from and against any and all claims, suits, demands, liabilities, losses, damages, and costs, including but not limited to costs of defense, arising in whole or in part out of any act or omission of the contractor, its employees, agents, and subcontractors, or anyone for whose acts contractor may be liable.

#### SECTION 11. COMPLIANCE WITH LAWS.

A. Engineer agrees and certifies that it will comply with all applicable laws, regulations and rules promulgated by any federal, state, local, or other governmental authority or regulatory body, now in effect or which may be in effect during this Project. The scope of the laws, regulations, and rules referred to in this paragraph include, but in no way are limited to, the Illinois Human Rights Act, Illinois Equal Pay Act of 2003, Occupational Safety & Health Act, all forms of traffic regulations, public utility, Interstate and Intrastate Commerce Commission regulations, Workers' Compensation Laws, Prevailing Wage Laws, USA Security Act, federal Social Security Act (and any of its titles), and any other law, rule or regulation of the Illinois Department of Labor, Department of Transportation, Illinois Department of Human Rights, Human Rights Commission, or EEOC.

B. Without limiting the generality of the foregoing, pursuant to the requirements of Illinois law concerning public contracts, Engineer shall comply with each of the following as may be applicable:

1. <u>Sexual Harassment Policy</u>. Engineer certifies that it has a written sexual harassment policy defining sexual harassment as required in Section 2-105 of the III. Human Rights Act. 775 ILCA 5/1-105, *et.seq*.

2. <u>Tax Payments.</u> Engineer certifies that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as set forth in 65 ILCS 5/11-42.1-1.

3. <u>Equal Pay Act of 2003</u>. Engineer, and all subcontractors thereof, shall at all times comply with the provisions of the Illinois Equal Pay Act of 2003, 820 ILCS 112/1, *et seq.* 

4. <u>Public Works Employment Discrimination Act.</u> The Engineer certifies that it will comply with the Illinois Public Works Employment Discrimination Act (775 ILCS 10/0.01, *et seq.*) which prohibits unlawful discrimination by any entity in the contracting for or performance of all public contracts with the State of Illinois and all of its political subdivisions. As required by this State Act, all of its provisions are incorporated herein by reference and are reprinted below.

5. <u>Illinois Human Rights Act-Equal Opportunity Clause</u>. Engineer certifies that it is an "Equal Opportunity Employer" as defined by federal and state laws and regulations, and agrees to comply with the Illinois Department of Human Rights (IDHR) Equal Opportunity clause as required by the IDHR's Regulations (44 III. Admin. Code, Part 750, Appendix A), which is considered to be part of any public contract or purchase agreement. As required by State law and IDHR Regulation, the Equal Opportunity clause is reprinted below.

#### EQUAL EMPLOYMENT OPPORTUNITY

In the event of the Engineer's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Engineer may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Engineer agrees as follows:

1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, military status, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

2) That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules) of minorities and women in the areas from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, military status, or an unfavorable discharge from military service.

4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Engineer's obligations under the Illinois Human Rights Act and the Department's Rules. If any such labor organization or representative fails or refuses to cooperate with the Engineer in its efforts to comply with such Act and Rules, the Engineer will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations hereunder.

5) That it will submit reports as required by the Department's Rules, furnish all Village of Hinsdale S\\Pedata\Ddepter\ Contracts\LContracts & Invoices\LLBenes 2017-18 Third Party Reviews\Engineering

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relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules.

6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules.

7) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the Engineer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Engineer will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

#### ILLINOIS PUBLIC WORKS EMPLOYMENT DISCRIMINATION ACT

#### 10/1. Discrimination in employment prohibited

§ 1. (a) No person shall be refused or denied employment in any capacity on the ground of unlawful discrimination, as that term is defined in the Illinois Human Rights Act, nor be subjected to unlawful discrimination in any manner, in connection with the contracting for or the performance of any work or service of any kind, by, for, on behalf of, or for the benefit of this State, or of any department, bureau, commission, board, or other political subdivision or agency thereof.

(b) The Illinois Human Rights Act applies to all contracts identified in subsection (a).

#### 10/2. Deemed incorporated in contract

§ 2. The provisions of this Act shall automatically enter into and become a part of each and every contract or other agreement hereafter entered into by, with, for, on behalf of, or for the benefit of this State, or of any department, bureau, commission, board, other political subdivision or agency, officer or agent thereof, providing for or relating to the performance of any of the said work or services or of any part thereof.

#### 10/3. Includes independent contractors. etc.

§ 3. The provisions of this Act also shall apply to all contracts entered into by or on behalf of all independent contractors, subcontractors, and any and all other persons, association or corporations, providing for or relating to the doing of any of the said work or the performance of any of the said services, or .any part thereof.

#### 10/4. Deduction from compensation

§ 4. No Engineer, subcontractor, nor any person on his or her behalf shall, in any manner, discriminate against or intimidate any employee hired for the

performance of work for the benefit of the State or for any department, bureau, commission, board, other political subdivision or agency, officer or agent thereof, on account of race, color, creed, sex, religion, physical or mental handicap unrelated to ability, or national origin; and there may be deducted from the amount payable to the Engineer by the State of Illinois or by any municipal corporation thereof, under this contract, a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Act.

#### 10/5. Recovery by injured person

§ 5. Any person, agency, corporation or association who violates any of the provisions of this Act, or who aids, abets, incites or otherwise participates in the violation of any of the provisions, whether the violation or participation therein occurs through action in a private, public or in any official capacity, shall be guilty of a petty offense for each and every violation or participation therein with respect to each person aggrieved thereby, to be recovered by each such aggrieved person, or by any other person to whom such aggrieved person shall assign his cause of action, in the circuit court in the county in which the plaintiff or the defendant shall reside.

#### 10/6. Violations: punishment

§ 6. Any person who or any agency, corporation or association which shall violate any of the provisions of the foregoing sections, or who or which shall aid, abet,

incite or otherwise participate in the violation of any of the said provisions,

whether the said violation or participation therein shall occur through action in a private, in a public, or in any official capacity, shall also be deemed guilty of a petty offense for each and every said violation or participation or, in the case of non-corporate violators, or participators, of a Class 8 misdemeanor.

10/7. To be inscribed in contract

§ 7. The provisions of this Act shall be printed or otherwise inscribed on the face of each contract to which it shall be applicable, but their absence there from shall in no wise prevent or affect the application of the said provisions to the said contract.

#### 10/8. Partial invalidity: construction

§ 8. The invalidity or unconstitutionality of any one or more provisions, parts, or sections of this Act shall not be held or construed to invalidate the whole or any other provision, part, or section thereof, it being intended that this Act shall be sustained and enforced to the fullest extent possible and that it shall be construed as liberally as possible to prevent refusals, denials, and discriminations of and with reference to the award of contracts and employment hereunder, on the ground of race, color, creed, sex, religion, physical or mental handicap unrelated to ability, or national origin.

#### SECTION 12. SUSPENSION AND TERMINATION OF SERVICES.

#### A. Suspension of Work

The Village may, at any time, by written notice to the Engineer require the Engineer to stop all, or any part, of the Work required by the Agreement. Upon receipt of such a notice, the Engineer shall immediately comply with its terms and take all steps to minimize the occurrence of costs allocable to the Work covered by the notice. Engineer shall, upon receipt of notice of suspension, identify in writing all Work that must be completed prior to suspension of the Work, including all Work associated with suspension that must be performed. With respect to Work so identified by Engineer and approved by the Village, the Village will pay for the necessary and reasonable costs associated with that Work. Engineer shall not be entitled to any claim for lost profits due to the suspension of the Work by the Village.

#### B. Termination of Agreement

1. The Village reserves the right to terminate the whole or any part of this Agreement, without cause, upon ten (10) calendar day's written notice to the Engineer.

2. The Village reserves the right to terminate the whole or any part of this Agreement, upon ten (10) calendar day's written notice to the Engineer in the event of default by the Engineer.

a. Default is defined as the failure by Engineer to correct defective Work as required; the persistent failure to carry out the Work in accordance with the Agreement; or, the failure to make sufficient progress to endanger timely completion of the Work

b. .b. Engineer shall also be deemed in default if the Engineer: 1) is adjudged bankrupt or insolvent, or makes a general assignment for the benefit of creditors or if a trustee or receiver is appointed for the Engineer or for any of the Engineer's property on account of the Engineer's insolvency, and the Engineer or its successor in interest does not provide adequate assurance of future performance in accordance with the Agreement within 10 days of receipt of a request for assurance from the Village; 2) repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment; 3) repeatedly fails to make prompt payments to Subcontractors or suppliers at any tier, or for labor, materials or equipment; 4) disregards laws, ordinances, rules, codes, regulations, orders or similar requirements of any public entity having jurisdiction; or 5) otherwise violates any material term of the Agreement.

If Engineer shall assign this Agreement in violation of the prohibition on C. assignment set forth in Section 4.A of this agreement or abandon the Work or shall neglect or refuse to comply with the instructions of the Village relative thereto or shall fail in any manner to comply with the specifications or stipulations herein contained or if at any time the Village shall be of the opinion that the Work is unnecessarily delayed and will not be finished within the prescribed time, or that unnecessary inconvenience is being imposed upon the public or unnecessary expense is being incurred by the Village for inspection and supervision, the Village shall notify the Engineer, in writing, to that effect. If the Engineer does not, within five (5) calendar days thereafter, take such measures as will in the judgment of the Village ensure the satisfactory completion of the Work within the prescribed time or prevent unnecessary inconvenience to the public or prevent unnecessary expense to the Village, then the Village may take such actions as deemed necessary, at the cost to the Engineer, to correct such delay or, the may declare the Engineer to be in default and terminate the Agreement.

3. Upon receipt of notice of termination, Engineer shall identify in writing all Work that must be completed prior to termination of the Work, including all Work associated with termination that must be performed. Only with respect to Work so identified by

Engineer and pre-approved by the Village, the Village will pay for the necessary and reasonable costs associated with that Work. Engineer shall not be entitled to any claim for lost profits due to the termination of the Work by the Village.

#### SECTION 13. NOTICES.

All notices, communications and/or demands given pursuant hereto shall be in writing and shall be deemed sufficient if sent by certified mail, return receipt requested, addressed as set forth at the following addresses, or at such other addresses as the Parties may designate by written notice in the manner aforesaid:

If to Village:	If to Engineer:
Village Manager	Village Engineer
Village of Hinsdale	Village of Hinsdale
19 E. Chicago Avenue	19 E. Chicago Avenue
Hinsdale, Illinois 60521	Hinsdale, Illinois 60521

The date of mailing shall be deemed the date of service. Either Party may change the address for notice by the aforesaid procedure.

#### SECTION 14. MISCELLANEOUS PROVISIONS.

#### A. Assignment.

Engineer shall not assign this Agreement or any portion thereof. The merger, consolidation, or liquidation of Engineer or any change in the ownership of or power to vote 33 and 1/3% or more of Engineer's capital stock, as held as of the date of execution of this Agreement, shall be deemed an assignment, provided however, that transfer of ownership of shares of capital stock between persons who, on the date of this Agreement, are owners of Engineer's capital stock, shall not constitute an assignment.

#### B. Governing Law.

For any legal action between the Parties concerning the interpretation, construction and enforcement of this Agreement, or subject matter thereof, venue shall be in Cook County, Illinois and the laws of the State of Illinois shall govern the cause of action. In any action involving the interpretation or construction of the terms herein, this Agreement shall not be construed in favor of, or against, either Party.

#### C. Captions.

The captions set forth herein are inserted solely for ease and convenience of reference and are not intended to provide a basis for the construction and interpretation of this Agreement.

#### D. Entire Agreement.

This Agreement contains all negotiations, agreements, covenants and understandings between the Parties and supersedes any such prior written or oral agreement. This Agreement may not be modified or amended unless such modification or amendment is evidenced in writing, signed by both Parties and dated on the same date as, or later date than, the date of this Agreement. E. Waiver.

The failure of either Party to enforce any term, condition, or covenant (herein referred to as "provision") of this Agreement shall not be deemed a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with such provision and every other provision of this Agreement. No provision of this Agreement shall be deemed to have been waived by either Party unless such waiver is in writing by said Party.

F. Third Party Beneficiaries.

Nothing contained in this Agreement shall be construed to create enforceable rights in favor of any third party not a party hereto, or a contractual relationship with, or a cause of action in favor of, any third party against either the Village or Engineer.

#### F. Survival.

The aforesaid covenants, agreements, representations and warranties shall survive the expiration or termination of the Agreement.

IN WITNESS WHEREOF, the Village of Hinsdale and Engineer, by their duly authorized representatives, have hereunto set their hands.

Accepted this \_\_\_\_\_ day of <u>May 2017</u> Engineering Consultant

By:

(Printed Name and Title)

Accepted this \_\_\_\_ day of May 2017

The Village of Hinsdale, Illinois

By:

Kathleen A. Gargano, Village Manager

Exhibit A – James J. Benes and Associates, Inc. Proposal No. 1626 dated 03/17/17



March 17, 2017

Mr. Daniel M. Deeter, P.E. Village Engineer Village of Hinsdale 19 East Chicago Avenue Hinsdale, Illinois 60521-3489

Re: Proposal for Engineering Review Services Village of Hinsdale RFP # 1626

Dear Mr. Deeter:

We appreciate the opportunity to submit this proposal related to the Village of Hinsdale's request for Engineering Review Services. For over 47 years James J. Benes and Associates ("JJ Benes") has been practicing in all facets of Municipal Engineering including specialties of traffic and environmental design. We provide contract consulting, plan review or act as Municipal Engineer for dozens of communities throughout northeastern Illinois including the Villages of Hinsdale, Western Springs, Lisle, Elmhurst, Oak Brook, Woodridge, Warrenville, Glen Ellyn, Glenview, Barrington, Lockport and others.

Our goal is to exceed every client's expectations. We achieve this mission by listening to our clients, maintaining ethical standards, continuing education and approaching complex engineering issues with practical, reasonable and innovative solutions.

Effective plan review requires a deep knowledge of the current and upcoming regulatory climate, familiarity of all aspects of public operations and an understanding of each neighborhood's historical concerns. JJ Benes is uniquely knowledgeable of these aspects of review.

JJBenes has been continuously involved in the drafting, administration and revisions to the DuPage County Countywide Stormwater and Flood Plain Ordinance since its inception in 1993. Our employees serve on sub-committees of the Municipal Engineers Group which is tasked with technical support for Ordinance Administrators and the County Director. We serve as alternate Stormwater Administrators in several DuPage County communities. We have performed thousands of stormwater and other plan reviews including reviews for DuPage County itself.

JJBenes is also current in other aspects of plan review including traffic analysis, lighting analysis, and zoning compliance. As Municipal Engineers, we have assisted Public Works and Community Development functions. Our highly skilled engineering team hold PE, PTOE, CFM, CPESC and other relevant professional certifications.

We are uniquely aware of Hinsdale's infrastructure and its development requirements and their histories. JJBenes has served as the plan review consultant since 1995 and have reviewed developments at over 500 Hinsdale addresses. JJBenes was design engineer for local projects including the last downtown improvement. Our Project Manager Dan Schoenberg was Hinsdale's

Village Engineer for 26 years. He brings unmatched institutional knowledge of Hinsdale infrastructure and his problem solving skills are exceptional.

The enclosed information provides an overview and additional details of our company, team experience and relevant work. Our highly experienced group of professionals specifically assigned to perform the services are supported by colleagues highly specialized in various civil engineering areas. Enclosed is our fixed fee proposal, hourly rates for more complex commercial developments and notarized certification requested in your RFP.

We look forward to discussing our teams experience and approach with you. Should you have any questions or would like to discuss our qualifications, please contact me at (630) 719-7570 or via e-mail at <u>jziegler@jjbenes.com</u>. We appreciate the opportunity to submit this proposal.

Sincerely,

Jeffery C. Ziegler, Vice President James J. Benes & Associates, Inc.

James V. Benes & Associates, Inc. 950 watrenville Road, Ste. 101 Lisle, IL 60532

#### **KEY PERSONNEL**

The key personnel to be assigned to the Village of Hinsdale Civil Engineering Review Services are:

- Principal: Jeffery C. Ziegler Vice President
- Principal: Thomas Adomshick, P.E., PTOE President
- Project Manager: Daniel H Schoenberg, P.E. Sr. Project Engineer
- Project Engineers: Lynn Kroll, P.E., CFM Brian L. Gilmore, P.E.

Environmental Scientist: David Koldoff, CPESC

The primary contact for the project will be Mr. Ziegler. The secondary contact for the project will be Mr. Schoenberg. Résumés for key personnel are attached.

# IN SUBMITTING THIS PROPOSAL THE CONSULTANT CERTIFIES THAT:

- The cost of services in this proposal has been arrived at independently, without consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other consultant or with any competitor;
- 2. this proposal has not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; and,
- 3. has not directly or indirectly induced or solicited any other bidder to submit a false or sham proposal; has not solicited or inducted any person, firm or corporation to provide a proposal or refrain from providing a proposal; and has not sought by collusion to obtain for itself any advantage over any other bidder or over the Village.

Signed and sworn this // day of Marcht, 201 7 300 17
By:Sighature
By: <u>JEFFERY C. ZIEGLOL</u> (Printed Name)
d/b/a JAMES J. BAVES & Aggoc, INC
Business Address: 950 Warrenville R.d. Ste. 100, Lisle IL
Business Phone #: (630) 719-7570
Cell Phone #: 708 514 -0942
E-Mail Address: jziegler@ ij benes.com
Subscribed and sworn before me this <u>164</u> day of <u>1640</u> , 2013 1
Sayune a kell

Notary Public:

"OFFICIAL SEAL" Derishe A. Kirk Notary Public, State of Illinois My Commission Expires Aug. 24, 2017



# PROPOSAL to provide CIVIL ENGINEERING SERVICES to the VILLAGE OF HINSDALE, ILLINOIS

This is a proposal from James J. Benes and Associates, Inc. (Engineer) to provide Civil Engineering Review Services to the Village of Hinsdale (Client) to review both residential and commercial development grading and improvement plans, storm water drainage plans and calculations, specifications and estimates for conformance with the DuPage County Countywide Stormwater & Flood Plain Ordinance and the applicable requirements of the Village of Hinsdale Village Code.

#### PROJECT UNDERSTANDING

The purpose of plan reviews is to analyze existing and proposed grading, public improvements and other improvements associated with development or modification of property. The following is a detailed scope of services and cost for performing the work. All work will be performed in accordance with generally accepted engineering practices.

## SCOPE OF BASIC SERVICES

#### Single Family Residential

- 1. <u>Site Visit:</u> A site visit will be performed on each plan submittal to assess existing conditions and confirm the submitted engineering plan represents or depicts reasonably accurate information.
- 2. <u>Initial Plan Review</u>: Review of engineering plans prepared by consultants or others for compliance with the current as amended or revised DuPage County Countywide Stormwater & Flood Plain Ordinance, the applicable requirements of the Village of Hinsdale Village Code and good engineering practices.
- 3. <u>Documentation</u>: A memorandum will be prepared that summarizes work that needs clarification, missing information, inaccurate information or request additional information as required by ordinance or good engineering practices. The memorandum shall explicitly advise the client of compliance or non-compliance with the applicable ordinance or code.
- 4. <u>Second Plan Review</u>: A second plan review will be performed on revised plans and documents as provided by the Village. Additional documentation in the form of a memorandum shall explicitly advise the client of compliance or non-compliance with the applicable ordinance or code.
- 5. <u>Additional Plan Reviews:</u> Should the applicant require additional plan review, we will process in conformance with item 4 above, except that an additional fee shall be incurred by the applicant.

\*\*\* Short meetings of 20 minutes or less with Village Staff at the time of plan pick up or delivery will not be invoiced but are considered incidental to our professional review services. All other meetings will be invoiced on a time and material basis.

# Commercial / Non Residential Development or Subdivision

- 6. <u>Site Visit:</u> A site visit will be performed on each plan submittal to assess existing conditions and confirm the submitted engineering plan represents or depicts reasonably accurate information.
- 7. Initial and all Subsequent Plan Review: Review of engineering plans prepared by consultants or others for compliance with the current as amended or revised DuPage County Countywide



Stormwater & Flood Plain Ordinance, the applicable requirements of the Village of Hinsdale Village Code and good engineering practices.

<u>Documentation:</u> A memorandum will be prepared that summarizes work that needs clarification, missing information, inaccurate information or request additional information as required by ordinance or good engineering practices. The memorandum shall explicitly advise the client of compliance or non-compliance with the applicable ordinance or code.

Due to the inherent complexities and scope of Commercial / Non Residential Development or Subdivision reviews, these will be invoiced on a time and material basis for per review.

If meetings are required they will be invoiced on a time and material basis.

#### CONTRACT CONDITIONS

- A. Civil Engineering Services: The Engineer's services shall consist of those tasks described in the Scope of Basic Services.
- B. Changes: This Agreement may only be changed by written amendment (appendix) which specifies the terms being revised and which has been signed by both parties hereto.
- C. Termination: Client may terminate this Agreement at any time upon thirty (30) days written notice for whatsoever reason, provided Client shall pay the Engineer a reasonable fee for work satisfactorily performed prior to the effective date of termination. In no case, however, shall the total amount paid to Engineer on a per review or time and material basis exceed the amount set out below or an amended amount established in accordance with article B Changes above.
- D. <u>Indemnification</u>: The CONSULTANT shall indemnify and hold harmless the VILLAGE from loss or expense, including reasonable attorneys' fees for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error or omission of the CONSULTANT.

The VILLAGE shall indemnify and hold harmless the CONSULTANT, up to the same amount that CONSULTANT undertakes to indemnify the VILLAGE under this Agreement, from loss or expense, including reasonable attorneys' fees, for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error or omission of the VILLAGE.

In the event of joint or concurrent negligence of the CONSULTANT and the VILLAGE, 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.

The CONSULTANT 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 replaced 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.

E. Standard of Care: Services performed by the Consultant under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.



F. Legal: This Agreement shall be construed and interpreted solely in accordance with the laws of the State of Illinois.

### **COST OF SERVICES**

Invoices will be prepared at the end of each month for the services performed through the 25<sup>th</sup> of that month.

#### Single Family Residential

The Single Family Residential Plan Review fixed fee for the services described in Sections 1 through 4 of the Scope of Basic Services shall be based on a flat fee of \$ 800.00

Additional Residential Plan reviews described in Section 5 of the Scope of Basic Services shall be based on a flat fee of \$200 per occurrence.

Escalation of Fixed Fee: The consultant and client agree that reasonable periodic fee escalation may be necessary. Fixed Fee adjustment shall be permitted annually starting January 1 and are subject to prior authorization by the Village.

#### Commercial / Non Residential Development or Subdivision

The Commercial / Non Residential Development or Subdivision review fees described in Sections 6 and 7 above shall be on a time and material basis.

Hourly Rates:

Principal \$178.57 Sr. Engineer \$ 131.00 Staff Engineer \$101.00 Environmental Scientist \$122.22

#### ACCEPTANCE:

If this proposal is acceptable, please sign and return one copy for our records.

JAMES J. BENES AND ASSOCIATES, INC.

by: Jeffery C. Ziegler Vice President

Accepted for: The Village of Hinsdale

\_\_\_\_\_

by:

Date:

# Daniel H. Schoenberg, P.E. *Project Engineer*

Mr. Schoenberg is a senior project engineer with 40 years experience in engineering design, plan review and construction inspection. His assignments have included roadway, traffic signal, water main and drainage projects and stormwater management reviews for residential, commercial and industrial developments.

#### Education Experience BS, Civil Engineering Review Services Client: Village of Western Springs Lehigh University Bethlehem, PA 1971 Project engineer responsible for engineering reviews and stormwater management reviews for single family homes and residential developments. MS. Civil Engineering Purdue University West Lafayette, IN 1972 **Review Services** Client: City of Elmhurst Project engineer responsible for stormwater management reviews for APWA National residential, commercial and industrial developments requiring Conferences detention or impacting Special Management Areas. IL Transportation & Highway Engineering **Review Services** Client: City of Warrenville Conferences Project engineer responsible for engineering reviews and stormwater management reviews for single family homes and residential. Stormwater Management & commercial and industrial developments. Sediment Control Seminar **Review Services** Original Member of the Client: Village of Hinsdale DuPage County Municipal Project engineer responsible for engineering reviews and stormwater Engineers Workgroup management reviews for single family homes and residential developments. **Professional Registrations Director of Public Services** Employer: Village of Hinsdale Professional Engineer – IL Director of Public Services and Village Engineer, responsible for Professional Engineer - NJ public works, sewer and water, engineering, planning, code enforcement, and building maintenance programs. He administered stormwater management reviews for single family home replacement (teardowns) which eventually has replaced one third of the houses in the Village. He was also responsible for several municipal drainage improvements, road projects and park development programs.

James J. Benes and Associates, Inc.

## Jeffery C. Ziegler Vice President

Mr. Ziegler is a principal and Vice President of James J. Benes & Associates, with 27 years experience in engineering planning and design, plan review and construction inspection. He is responsible for the management, direction and quality control for roadway, sanitary sewer, water main, streetlighting and drainage projects, as well as street sufficiency studies and capital improvement programs. He is a member of the American Public Works Association.

**Municipal Engineering Services:** 

# Education

#### Experience

BS, Civil Engineering Technology, Southern Illinois University, 1985

Roadway Lighting Seminar IDOT & CECI

IDOT Documentation Seminar

IDOT Pavement Management Seminar

Stormwater Best Management Practices Course NIPC/ASCE <u>Clients: Village of Western Springs, Village of Hinsdale</u> Project manager responsible for engineering reviews and stormwater reviews for single family homes and private developments in the Village of Hinsdale; and is the principal responsible for all engineering services related the firm's role as consulting municipal engineer for the Village of Western Springs.

#### 20 Year Infrastructure Management Plan Client: Village of Western Springs

Project engineer responsible for preparation of a street sufficiency study for all Village owned and maintained streets. Work included an evaluation of existing pavements and development of a multi-year improvement and maintenance program.

#### BNSF Pedestrian Underpass

Client: Village of Western Springs

Project manager responsible for the preparation of a Phase 1 Project Development Report and Phase 2 construction plans and docuements for a federally funded pedestrian underpass under the Burlington Northern Santa Fe Railroad.

#### Johnson Avenue Roadway and Water Main Improvements Client: Village of Western Springs

Project manager responsible for preparation of final plans, specifications and cost estimates and for construction management for reconstruction of 3,600' of residential street and replacement of 3,600' feet of water main.

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# **Burlington Avenue Improvements**

Client: Village of Western Springs

Project manager responsible for Phase 1, 2 and 3 engineering services for reconstruction of 2,700' of street in the central business district. The project was funded through the federal Surface Transportation Program and required coordination with the Burlington Northern Santa Fe Railroad.

#### Gilbert Avenue LAPP Improvements Client: Village of Western Spring

Project manager responsible for the preparation construction plans and documents and construction engineering for resurfacint of 4,200' of a municipal collector Street. The project was funded through the federally funded and IDOT administered Local Agency Pavement Preservation program.

#### Ellington Avenue ERP Improvements Client: Village of Western Springs

Project manager responsible for the preparation of construction contract documents and construction engineering for resurfacing of 3,000' of residential streets. The work was completed in compliance with IDOT procedures for MFT projects.

## CMAQ Parking Lot Expansion

#### Client: Village of Western Springs

Project manager responsible for preparation of final plans, specifications and cost estimates, and for construction management for expansion of a commuter parking lot. The project was funded with a CMAQ grant.

## Franklin Avenue Roadway and Water Main Improvement Client: Village of Western Springs

Project Manager responsible for preparation of final plans and construction documents for reconstruction of 2,800' of residential street; resurfacing of 1,000 of street; and 1,200' of water main replacement.

# Ravinia Pedestrian Underpass

#### Client: Ravinia

Project manager responsible for preparation of final plans, specifications and cost estimates for construction of a pedestrian walkway under the Union Pacific Railroad. The project included extensive coordination with the Railroad and the City of Highland Park.
# **Key Personnel**

# Thomas Adomshick, P.E., PTOE President

Mr. Adomshick is a principal and President of James J. Benes & Associates, with 33 years experience in engineering design, traffic studies, environmental studies, plan review and construction inspection. His assignments have included roadway, sanitary sewer, water main, street lighting and drainage projects and traffic study and plan reviews. He is a member of the Institute of Transportation Engineers.

### Education

### Experience

BS, Civil Engineering Penn State University University Park, PA, 1983

**Professional Registrations** 

Professional Engineer – IL since 1988

Professional Traffic Operations Engineer (certification) since 2003

#### Seminars

IDOT Phase I Training, ACEC-IL

Highway Traffic Noise Seminar, IDOT & ACEC-IL

District I Drainage Seminar IDOT & ACEC-IL

Chicagoland Water Resource Permitting Workshop, ACEC, EWRI & Lake County SMC

HEC-HMS Hydrologic Modeling Training, MWRDGC & CBBEL

Highway Traffic Noise, FHWA/NHI Course 142051 Traffic Engineering Reviews and Services <u>Clients: Villages of Glenview, Barrington, Glen Ellyn, Western</u> <u>Springs, Woodridge and Brookfield, City of Warrenville</u> Project manager responsible for the review of private development traffic impact analyses and for providing general traffic engineering services. General services include traffic, geometric and safety studies and analyses for various municipalities.

#### Illinois Route 132 Improvements – Phase II Client: Illinois Department of Transportation

Project manager responsible for Phase II engineering services for a \$13.0 million widening and resurfacing of 2.0 miles of a State Route. The project includes pavement widening and resurfacing, traffic signal modernization, storm sewers, stormwater detention, and hazardous/special waste removal.

### IL Route 31/IL Route 176 Intersection Improvements Client: Illinois Department of Transportation

Project manager responsible for Phase II engineering services for a \$10.2 million improvement at the intersection of two State Routes. The project includes pavement widening and reconstruction, traffic signal replacement, storm sewers, and stormwater detention.

### US 12/20/45 (LaGrange Road) at Joliet Road – Phase II Client: Illinois Department of Transportation

Project manager responsible for the preparation of Phase II final engineering plans and specifications for widening and reconstruction of the intersection of two arterial routes. The project included intersection improvements, storm sewers, traffic signal modernization, water main relocation, non-special waste and intersection lighting.

#### Thomas Adomshick, P.E., PTOE

### IL Route 22 (East of Buesching Rd. to Quentin Rd.) Clients: Illinois Department of Transportation

Project manager responsible for Phase II engineering services for a \$12.8 million widening and reconstruction of a State Route. The project included pavement widening and reconstruction, traffic signal modernization, storm sewers, and stormwater detention.

#### Illinois Route 56 – Phase II

Client: Illinois Department of Transportation

Project manager responsible for the preparation of Phase II final engineering plans and specifications for widening and reconstruction of 1.7 miles of a State Route. The project included intersection improvements and traffic signal modernization. Firm received the IDOT/ACEC 2008 Urban Highway Project – Phase II Exceptional Consulting Services Award for this project.

#### Weber Road Phase I Study

Client: Will County Division of Transportation

Project manager responsible for Phase I Study of a federally funded improvement for the roadway widening, reconstruction and realignment of a 2.0 mile Strategic Regional Arterial highway. The project includes widening from four lanes to six with a barrier median, traffic signal replacement and modernization, storm sewers, stormwater detention, cross culverts replacement, wetland and floodplain encroachment mitigation, and potential noise mitigation.

### Jorie Boulevard LAPP Improvements Client: Village of Oak Brook

Project manager responsible for the Phases I, II, and III engineering services for a federally funded resurfacing improvement on a 1.5 mile urban collector roadway.

# IL-38 at Nicoll & Lambert, IL-53 at Pershing Traffic Signal Improvements – Phases I, II & III

Client: Village of Glen Ellyn

Project manager responsible for the preparation of a grant application, Phase I Project Report; Phase II final plans, specifications and cost estimates; and Phase III construction management of a CMAQ funded traffic signal project involving addition of signalized pedestrian crossings and upgrades to ADA compliance a three intersections on State Routes.

# Lynn A. Kroll, P.E., CFM

Project Engineer

Ms. Kroll is a project engineer with eleven years of experience in stormwater and drainage engineering design, plan review and construction inspection. Her assignments have included drainage analyses and design including hydrologic and hydraulic analyses; storm sewer, ditch, culvert and detention; bridge opening analysis at floodplain/floodway crossings, compensatory storage, and IDNR Floodway Permit coordination.

#### Education

BS, Civil Engineering Marquette University Milwaukee, WI, 1991

Professional Registrations and Affiliations

Professional Engineer – IL

Certified Floodplain Manager

Illinois Association of Floodplain and Stormwater Management – Member

APWA/Chicago Metro -Member

#### Other

Prepared and presented "Fundamentals of Drainage" class to IDOT employees statewide

#### Experience

Weber Road (C.H. 88) Phase I Study Client: Will County Department of Highways

Project engineer responsible for performing drainage and hydraulic analyses and for preparation of a Location Drainage Study and Hydraulic Reports. The project involves floodplain, floodway, three culvert crossing replacements including dual 4'x10' box culverts, a 4'x6' box culvert and triple 36" diameter culverts. This project is a federally funded 2.01 mile widening and realignment of a Strategic Regional Arterial.

#### Drainage & Stormwater Engineering Services Client: DuPage County DOT

Project engineer responsible for reviews, calculations, modeling and reports related to stormwater permitting for roadway developments in DuPage County. The DuPage County Division of Transportation (DOT) has several outstanding permits with the DuPage County Department of Economic Development and Planning (EDP) for roadway projects which have been completed. Ms. Kroll is responsible for coordination with EDP staff to identify remaining stormwater issues, perform calculations and develop solutions to resolve those issues, and prepare a final report to document DOT compliance with the permit requirements; thus allowing EDP staff to close out the permits.

#### Municipal Stormwater Management Reviews Clients: City of Elmhurst

Project engineer responsible for engineering and stormwater reviews related to permitting for single family homes and commercial and industrial developments in the City of Elmhurst. The City of Elmhurst has in-house engineering staff and Ms. Kroll assists municipal staff with the review of proposed development and its impact to regulatory flood plains; including the review of flood plain modeling and coordination with DuPage County staff, to ensure compliance with the County stormwater ordinance.

#### Lynn A. Kroll, P.E., CFM

#### Webster Avenue Basin Study Client: City of Elmhurst

Project engineer responsible for preparing preliminary plans and a stormwater feasibility study related to localized flooding in a residential neighborhood. The neighborhood is adjacent to an existing IDOT stormwater storage basin which provides some relief but cannot hold sufficient runoff from large storms to prevent flooding of nearby streets and homes. Ms. Kroll is responsible for reviewing existing stormwater modeling, modifying the modeling as required, and preparing preliminary plans and cost estimates for expansion of the storage facility. She is also responsible for coordination with the Illinois Department of Transportation and the City of Elmhurst.

### Municipal Stormwater Management Reviews Client: Village of Woodridge

Project engineer responsible for engineering and stormwater reviews related to permitting for single family homes and residential, commercial and industrial developments in the Village of Woodridge. The Village of Woodridge has in-house engineering staff and Ms. Kroll assists municipal staff with the review of proposed development and its impact to regulatory flood plains; including the review of flood plain modeling and coordination with DuPage County staff, to ensure compliance with the County stormwater ordinance.

#### **Illinois Department of Transportation**

Ms. Kroll served as an engineer in the Bureau of Programming, Hydraulics Section, preparing and reviewing Hydraulic Reports and Location Drainage Studies. Her tasks included the review of consultant-prepared reports and waterway information tables for bridges and culverts. She also performed scour analyses, prepared inhouse drainage studies and hydraulic reports, and designed storm sewers, ditches and culverts associated with State roadway improvements.

As a Supervisor of the Consultant Drainage Unit, Ms. Kroll was responsible for managing and training staff engineers involved in the review of runoff calculations, storm sewer and culvert design, detention storage, bridge opening analysis at floodplain / floodway crossings, compensatory storage, IDNR floodway permit coordination and right-of-way determination. She also managed contracts, budgets and schedules. She coordinated drainage designs with local agencies, and ensured that proposed improvements were designed in accordance with IDOT policies and procedures.

# Brian Gilmore, P.E. Project Engineer

Mr. Gilmore is a project engineer with five years experience in engineering design and inspection, and plan review. His assignments have included roadway projects, drainage design and study projects, stormwater management reviews for single family homes, construction management and inspection, and design for residential and commercial developments.

### Education

### Experience

BS, Civil Engineering Valparaiso University Valparaiso, IN 2007

IDOT Documentation Seminar

Illinois Fundamentals of Geometric Design Northwestern University

Professional Registrations

Professional Engineer - IL

McDonough Street Improvements Client: Will County Department of Highways

Project engineer responsible for drainage and roadway design for the reconstruction from a rural section to urban section of approximately one mile of three-lane roadway. Mr. Gilmore worked on horizontal and vertical roadway alignment, storm sewer design, needed right of way determination, quantity take offs and cost estimates. The project includes curb and gutter, full depth HMA pavement, storm sewers, street lighting, traffic signals, a multi-use HMA path and landscape restoration.

IL Route 31 at IL Route 176

Client: Illinois Department of Transportation

Project engineer responsible for roadway design for the roadway reconstruction and traffic signal modernization of two SRA routes in McHenry County. The proposed improvement included roadway realignment and elimination of a fifth leg at the intersection. Mr. Gilmore worked on plan finalization, field checks, quantity take offs and cost estimates. The project included curb and gutter removal and replacement, full depth HMA pavement, storm sewers, stormwater detention, traffic signals, sidewalks and landscape restoration.

### US Routes 12/20/45 LaGrange Road

Client: Illinois Department of Transportation

Project engineer responsible for roadway design for the widening and resurfacing of the LaGrange Road intersection with Joliet Road in Countryside and Hodgkins. Mr. Gilmore worked on plan finalization, field checks, quantity take offs and cost estimates. The project included curb and gutter removal and replacement, HMA pavement widening, storm sewers, street lighting, traffic signals, sidewalks and landscape restoration.

### 2012 Reconstruction Project Client: Village of Hinsdale

Project engineer responsible for construction management on a \$4.57 million complete 1.2 mile roadway reconstruction project. Mr. Gilmore served as the full time construction Resident Engineer; performing project initiation/finalization, documentation of quantities in accordance with the IDOT Construction Manual and ensuring compliance with Contract Plans and Specifications. Mr. Gilmore provided daily diary entries for contractor progress, traffic control devices, coordination with Municipal, State and County permitting agencies, coordination with private and public utilities. Mr. Gilmore processed extra work authorizations, weekly reports and provided coordination with contractor QC and QA by Materials Consultant.

#### York Road / Harger Road Pedestrian Path Client: Village of Oak Brook

Project engineer responsible for construction inspection on a \$1.9 million STP funded bicycle and pedestrian path.

### Sunset Avenue Reconstruction

Client: Village of Glen Ellyn

Project engineer responsible for construction inspection on a \$4.2 million roadway reconstruction project.

#### Devon Avenue / Arlington Heights Road Client: Village of Elk Grove Village

Project engineer responsible for Phase II final engineering design on a \$2.6 million intersection improvement and traffic signal modernization project.

#### Essington Road Reconstruction

#### Client: City of Joliet

Project engineer responsible for Phase II final engineering design on a \$2.7 million roadway reconstruction project.

#### Wright Boulevard Reconstruction

Client: Village of Schaumburg

Project engineer responsible for Phase II final engineering design on a \$5.3 million roadway reconstruction project.



REQUEST FOR BOARD ACTION Community Development

AGENDA SECTION:	Second Reading – ZPS
SUBJECT:	Major Adjustment to Exterior Appearance and Site Plan Review for a Parking Deck at the New Hinsdale Middle School at 100 S. Garfield Ave. in the IB Institutional Buildings District Community Consolidated School District 181 & Village of Hinsdale
MEETING DATE:	May 16, 2017
FROM:	Chan Yu, Village Planner

### **Recommended Motion**

Approve a Referral to Plan Commission for Review and Consideration for a Major Adjustment to a Site Plan and Exterior Appearance Plan to add a Parking Deck for a New Middle School at 100 S. Garfield Avenue.

### Background

On March 7, 2017, the Board of Trustees (BOT) reviewed the Exterior Appearance and Site Plan application for the new Hinsdale Middle School (HMS) at 100 S. Garfield Avenue. Mr. Brian Kronewitter, project architect and Dr. Don White, on behalf of Community Consolidated School District 181 (CCSD), presented building material samples to the Board. In general, the BOT had no issues with the exterior appearance or site plan, but requested that the applicant review safety device/warning options in relation to the service loading area on the west side of the subject property (on Washington Street) for the Second Board Reading on March 22, 2017. After the CCSD reviewed this to the BOT on March 22, 2017, the Board unanimously approved the application.

This is a Major Adjustment request to the Exterior Appearance and Site Plan for a 319 space parking deck in lieu of the surface parking lot at the northeast corner of the subject property. The proposed parking deck would be for joint use with the Village of Hinsdale per an intergovernmental agreement. The upper deck level features 133 parking spaces and the lower deck features 186 parking spaces for a total of 319 spaces. This is a joint application request between the CCSD and the Village of Hinsdale.

The proposed parking deck will need require variation relief for a: reduced (1) front yard and (2) interior side yard setbacks, (3) increase in floor area ratio, (4) to allow a structure to occupy more than 30% of the required interior side yard, (5) to permit off-street parking required front yard and (6) reduced minimum perimeter landscape buffer. Four of the six variation requests were unanimously approved and two of the six were unanimously recommended for approval at the Zoning Board of Appeals meeting on April 19, 2017.

### **Discussion & Recommendation**

On May 2, 2017, the BOT reviewed the application and referred it to the Plan Commission (PC) for further hearing and review. At the BOT meeting, the Board requested to increase the landscape screening on Second Street along the proposed parking deck. Attachment 1 was submitted to the Village after the meeting and illustrates two alternatives for the PC to

Page 1 of 2



consider. An updated lower parking level site plan is attached in response to the Board to relocate some handicapped parking spaces for easier access to the north. Lastly, a Trustee requested that the PC review the enclosed stair structure (northeast corner) for their feedback.

# Village Board and/or Committee Action

Document Attached

Attachment 1 - Post May 2, 2017, BOT Exhibits

The following related materials were provided for the May 2, 2017, Board meeting and can be found on the Village website at: <a href="http://www.villageofhinsdale.org/document\_center/VillageBoard/2017/MAY/VBOT%20packet%2005%2002%2017.pdf">http://www.villageofhinsdale.org/document\_center/VillageBoard/2017/MAY/VBOT%20packet%2005%2002%2017.pdf</a>

Draft Ordinance Major Adjustment HMS Parking Deck Applications HMS Parking Deck Exterior Appearance Exhibits HMS Parking Deck Site Plans

The <u>initial</u> Exterior Appearance and Site Plan application <u>WITHOUT a Parking Deck</u> was provided for the Board of Trustees of this item on March 7, 2017, and can be found on the Village website at:

http://www.villageofhinsdale.org/document\_center/VillageBoard/2017/MAR/VBOT%2003%20 07%2017%20packet.pdf

Exterior Appearance Application Request and Revised Packet (dated March 1, 2017) Draft Plan Commission Minutes – Special Meeting January 19, 2017 Findings and Recommendations (approved February 8, 2017) Zoning Map and Project Location Aerial Map View Aerial Parcel Map Plat of Survey





**319 TOTAL SPACES** 

PLAN w/ 9' x 18' Stalls







AGENDA ITEM # 90

REQUEST FOR BOARD ACTION Community Development

AGENDA SECTION:	Second Reading – ZPS
SUBJECT:	Application for a Temporary Use Permit for 3 Double Wide Trailers at RML Specialty Hospital – 5601 S. County Line Road
MEETING DATE:	May 16, 2017
FROM:	Chan Yu, Village Planner

### **Recommended Motion**

Move to approve a temporary use permit for 3 double-wide trailers for office use at 5601 S. County Line Road from September 1, 2017, to December 31, 2018, subject to conditions to be set forth by the Building Commissioner.

### Background

The applicant, Kenneth Pawola, Vice President and Chief Operating Officer of RML Specialty Hospital, is applying for a temporary use permit to allow for three (3) double-wide trailers at the east side of the subject property. The parcel is approximately 12.1 acres, located in the R-2 Single Family Residential District, and is the location of RML Specialty Hospital (RML).

RML is a legal nonconforming use in the R-2 District. To that end, the existing structure is not permitted to be enlarged or added to in any manner per Section 10-102 of the Zoning Code. Understanding this, the applicant is planning for a renovation project to convert existing office space into 24 to 28 patient rooms. This project will displace 70 staff members, 35 of which will need to remain at RML. Therefore, the applicant is requesting approval for temporary office space during the renovation construction period, from June 1, 2017, to December 31, 2018.

Each double-wide trailer is approximately 1,425 square feet. This request is for three trailers which totals to 4,275 square feet, and creates a .81 percent (temporary) increase in building coverage (4,275 SF on a 524,871 SF parcel). The proposed trailer setbacks will not be affected to the north, south or west since it is surrounded by the existing building lines to the north, south and west. The east setback distance from the lot line is 27.5 feet and an additional 19.5 feet from the street curb.

The Zoning Code provides for Permitted Temporary Uses subject to the specific regulations and time limits as provided for in Section 9-103, and to the other applicable regulations of the district in which the use is permitted. In this case, where the use is not specifically permitted, the Board of Trustees may approve such use, and establish a limitation on the duration, per subsection D9.

### **Discussion & Recommendation**

N/A



### Village Board and/or Committee Action

At the May 2, 2017, Board of Trustees (BOT) meeting, the Board was generally supportive for the Temporary Use permit application after Kenneth Pawola presented the request. However, the applicant acknowledged an error for the duration of the temporary trailers and corrected it to be from September 1, 2017, to December 31, 2018. The Board requested the application be corrected and submitted for the next meeting (Attachment 1). The BOT also affirmed to the applicant that the potential approval for the Temporary Use Permit is unrelated to the future building permit applications for the hospital renovations.

### **Document Attached**

Attachment 1: Corrected Temporary Use Permit Application with corrected duration dates

The following related materials were provided for the May 2, 2017, Board meeting and can be found on the Village website at:

http://www.villageofhinsdale.org/document\_center/VillageBoard/2017/MAY/VBOT%20packet %2005%2002%2017.pdf

Cover Letter, Applications and Exhibits (packet dated April 3, 2017) Parcel Map for 5601 S. County Line Road Project Location at 5601 S. County Line Road Birds Eye View of 5601 S. County Line Road Zoning Map and Project Location

### VILLAGE OF HINSDALE APPLICATION FOR TEMPORARY USE

Address of proposed request: 5601 S. County Line Rd.; Hinsdale, IL

APPLICATION FOR TEMPORARY USE (please include Certificate of Zoning Compliance App.)

The Hinsdale Zoning Code provides for *Permitted Temporary Uses* subject to the specific regulations and time limits as provided for in Section 9-103D of the zoning code and to the other applicable regulations of the district in which the use is permitted. The total period of time granted by such temporary use shall not exceed the period of time as specifically identified for that specific use. Where such uses are not specifically permitted, the Board of Trustees <u>MAY</u> approve such use, subject to the following regulations:

9. Others: In any district, any other temporary use consistent with the purposes of this code and with the purposes and intent of the regulations of the district in which such use is located; provided, however, that any such use shall require the specific prior approval of the board of trustees. The board of trustees shall establish a limitation on the duration of every temporary use approved pursuant to this subsection D9. Any approval granted hereunder shall be deemed to authorize only the particular use for which it was given, and shall not be construed to be any right or entitlement to any subsequent approval hereunder for the applicant or any other person.

Owner: County of Cook Date:	May 8 ,20/7
Owner: <u>County of Cook</u> Date: Phone: ( <u>3/2) 603-0040</u> Email: <u>Jessicq.</u> C	a FFrey Cook countyil.gov
Temporary Use Period Requested: From: <u>September 1</u> , 20 <u>17</u> through <u>Dicemb</u>	er 31, 2018
Nature of Temporary Use Request:	
<u>To locate 3 duplex trailers to the north of the</u> By OFFICE staff oluring the remodeling of the <u>complex will accompodate approximately</u> Signature of Owner: <u>Alssica Caller</u> Jessica Cattrey, Director of Real Estate for Coun	
Date:, 20	
Village Manager	For Office Use Only \$100 Fee Paid □
OR	
Date of Village Board Approval:, 20,	Date:
	Received By:



Attachment 1







Attachment 1-----





DATE:	May 10, 2017
TO:	President Cauley and Village Board of Trustees Kathleen Gargano, Village Manager
FROM:	George Peluso, Director of Public Services
RE:	Monthly Report – April 2017

Provided below is the monthly staff report from the Public Services Department. This highlights all activities that occurred during the month of April.

- Following the reorganization of the Department, Staff began recruitments for the Roadway Supervisor and Village Horticulturalist. Interviews for these positions are scheduled for early May.
- The ADA improvements to the Memorial Hall are complete. The project came in at budget, and the Village will receive \$50,000 in grant funds from DuPage County to fund the project.
- The patio expansion project at KLM Lodge is complete.
- Village staff participated in Arbor Day celebrations at Madison School and Monroe School. The Village provided and planted a Hybrid Elm tree at Madison School and a Bald Cypress at Monroe Schools. Students had celebrations where they discussed the importance of trees in the community. The Village Forester spoke about the benefits of trees in the community and tree care, and then answered questions from the kids.
- The Village received Tree City USA status for the 25<sup>th</sup> year
- The Village Forester received a "Municipal Specialist" Certification from the International Society of Arboriculture.
- Two Public Services Crew Workers attended an IRMA Training Workshop on Playground Inspection and Maintenance. They were both passed certification.
- A total of 10 tree preservation plans were reviewed and approved by the Village Forester.
- There were two overflow events at the Veeck Park CSO Facility. Samples were taken in conformance with the IEPA guidelines and proper reporting was performed.
- There was one main break at 510 N. Garfield Street. The break was on a 4" cast iron water main.



# ROADWAY MAINTENANCE (PUBLIC SERVICES)

# **Activity Measures**

Standard Tasks	April 2017	Prev Mo	YTD 2017
Signs	4	3	79
Posts	2	0	20
Signs Repaired	0	1	12
Cold Mix (tons)	7.85	3.95	28.50
Hot Mix (tons)	0	0	0
Gravel for Alleys (tons)	10	7	44
White Paint (gallons)	0	0	0
Yellow Paint (gallons)	0	0	0
Basin top Cleaning (man-hours)	32.5	29	187
Alley Grading (man-hours)	38	11	110
Alley Trimming (man-hours)	0	0	0
Concrete (yards)	0	5	5
Snow & Ice Callouts	0	3	6
Road Salt Used (tons)	0	146.5	496
Sand Used (tons)	0	0	0
Salt & Calcium for walks, stairs, etc. (tons)	0	0	31.25
Leaves Swept Up (yards)	35	15	210
Central Business District Sweeps	1	0	2
Complete Village Sweeps	0	0	0
Parking Lot Sweeps	0	0	0
Street Light Poles Repaired	7	34	41
Request For Services Completed	65	82	259
Sump pump issues	0	0	77
Pool maintenance (Man hours)	0	13	13



Parkway Restorations	32	0	32
Parking meters	1	2	7
Special Events	0	0	0
Hauling to dump	0	5	9

### Significant issues for this month:

- Public Services spent a total of 32.5 hours on cleaning inlets for street flooding
- Public Services filled potholes in miscellaneous problem and complaint areas using 7.85 Tons of cold patch.
- Roadway Division started parkway restorations completing a total of 32 in April.
- Dejana sweeping sweep 20 yards of debris in problem and complaint base areas and streets.
- Roadway Division completed 65 service requests in April.
- Roadway Division spent 38 man hours grading alleys in April.





# Parks Maintenance Monthly Report – April 2017

# **Activity Measures:**

April Totals						
Job Task Hours Accomplished Units						
Admin	0	0	Hour			
Clean Bathroom	26.5	36	Each Bathroom			
Refuse Removal	10	145	Each Can			
Fountain Maintenance	38	38	Hour			
Litter Removal	4	4	Hour			
Weed Removal	4	4	Hour			
Brush Pick Up	7	7	Hour			
Athletic Field Striping	33	12	Each Field			
Infield Maintenance	62.5	8	Each Field			
Athletic Goal/Net Maintenance	2	2	Each Goal			
Turf Repair/Sod Installation	0	0	Hour			
Aeration	0	0	Hour			
Over seeding	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	2.5	2.5	Hour			
Planting Bed Preparation	12	16	Each Bed			
Plant Installation/Removal	0	0	Hour			
Flowering Bulb Installation/Removal	0	0	Hour			
Tree and Shrub Maintenance	7	10	Each			
Fertilization	0	0	Hour			
Watering	0	0	Hour			
Pest and Weed Control (chemical)	0	0	Hour			
Irrigation Start Up (spring)	22	26	Each			
Irrigation Repair	1.5	1	Each			
Irrigation Winterization	0	0	Each			
Playground Maintenance/Repair	5	5	Hour			
Playground Inspection	5	3	Each			
Playground Mulch Installation	0	0	Cubic Yards			
Holiday Decorating	0	0	Hour			
Platform Tennis Repairs	11	8	Each			
Special Events	6	0	Hour			
Building Maintenance	15	15	Hour			



Equipment/Vehicle Maintenance	1	1	Each
Training/Education	7	7	Hour
Skate Park Maintenance	0	0	Hour
Ice Rink Maintenance	0	0	Hour
Miscellaneous	22.5	22.5	Hour

## Parks Maintenance Monthly Highlights – April 2017

# • Contractual Maintenance

- Landscape Maintenance and Mowing
  - Mowing and Maintenance is on-going.
- Rain Garden Maintenance
  - Mowing and Maintenance is on-going
  - 1 Pre-emergent application has been completed.
- KLM Lodge Patio Installation
  - Landscaping and Hardscape Installation is completed.

# • General Park Maintenance

- Bathroom Shelters (Six Sites 12 Bathrooms, & 3 Picnic Shelters)
  - Cleaned Monday Friday
  - Remain open to accommodate activities
  - All bathrooms were cleaned and supplied

# • <u>Athletics</u>

- Soccer
  - Field layout, goal maintenance and line striping for 22 fields was completed on a weekly schedule to accommodate mowing

### • Lacrosse

 Field layout, goal maintenance and line striping for 4 fields was completed on a weekly schedule to accommodate mowing

# • <u>Training</u>

# • Playground Inspections

 Two Public Services Crew Workers attended an IRMA Training Workshop on Playground Inspection and Maintenance



# FORESTRY DIVISION

- Small tree pruning (diameter 10 inches and less) 82 trees. Small tree pruning is completed for the season.
- Completed 6 resident tree work request, pruning 9 trees.

Trees pruned by contractor (diameter 10 inches and above):

• The pruning program for this winter is complete. A total of 1133 trees have been pruned. In April the Village's Tree Maintenance Contractor pruned 3 parkway trees due to utility conflicts.

Trees removed by Village Staff:

- 5 public trees removed in April.
- 222 public trees removed by staff this fiscal year.
- 14 public trees currently scheduled for removal by staff.

Trees removed by contractor:

- Elm 0
- Ash -0
- Other 8
- 225 public trees removed by contractor this fiscal year.
- 4 public trees currently scheduled for removal by contractor.

Ash trees infested by Emerald Ash Borer detected by Village Staff:

- 1 public eab positive ash trees detected in April; 167 eab positive ash trees detected this fiscal year.
- 1 private eab positive ash trees detected in April; 27 eab positive ash trees detected this fiscal year.

Ash trees removed:

- 0 ash trees removed this month (0 Village / 0 Contractor)
- 228 ash trees removed this fiscal year (99 Village / 129 Contractor)
- 1413 ash trees have been removed since February 2011 (1160 EAB Positive)

Ash trees that have been treated to manage infestation by Emerald Ash Borer

• A total of 288 ash trees soil injections were completed in April.



Elm diseased trees detected by Village Staff:

- 0 public ded positive elm trees detected in April; 24 ded positive elm trees detected this fiscal year (16 treated/8 untreated).
- 0 private ded positive elm trees detected in April; 38 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

• 409 American elms have been treated this fiscal year.

Tree stumps removed by Village Staff:

• 59 Public tree stumps were routed, the mulch removed and the parkway restored with top soil and grass seed.

Trees Planted:

- 2 trees were planted through the Village's planting program.
- 0 trees were planted through the Tribute Tree Program.
- 0 trees were planted through the Resident Reimbursement Program.

### Other

- Village staff participated in Arbor Day celebrations at Madison School and Monroe School. The Village provided and planted a Hybrid Elm tree at Madison School and a Bald Cypress at Monroe Schools. Students had celebrations where they discussed the importance of trees in the community. The Village Forester spoke about the benefits of trees in the community and tree care, and then answered questions from the kids.
- The Village received Tree City USA status for the 25<sup>th</sup> year
- The Village Forester received a "Municipals Specialist" Certification from the International Society of Arboriculture.



• Staff reviewed and commented on 10 tree preservation plans submitted for building permits.

	April 2017	Previous Mo	YTD 2017
Tree Pruning Contractual	3	408	1136
Tree Pruning In-House	9	82	149
Small Tree Pruning In-House	0	180	290
Tree Removal Contractual	8	11	60
Tree Removal In-House	5	6	28
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 0	In-House 3	In-House 5
Note: since Feb 2011, 589 public Ash trees have been removed	Contracted 0	Contracted 6	Contracted 29
Tree Preservation Plan Reviews	10	6	30

# Activity Measures



# **BUILDING MAINTENANCE DIVISION**

Significant issues for the Month of April 2017

• Building Security and Fire Suppression

Meet and work with Tyco to complete the electronic alarm testing at the Village Hall, Memorial Hall and Library.

Work with Tyco repair the FOB system in the Village Park buildings.

Work with Tyco at Casa Margarita to repair the fire detection system.

• HVAC

Work with Oakbrook Mechanical to remove old cooling / heating unit at the Brush Hill ticket sales office and install a new unit.

Repair hot / cold deck dampers to air handler at the Village Hall with these not working correctly it was hard to control the temperature in the Hinsdale Board room and Conference room.

Order supplies needed to service KLM Lodge air handlers for cooling season.

Start cooling chillers at the Police/Fire and Village Hall due to some early hot days.

Service cooling unit for Police Station radio room.

• General Maintenance

Work with Alpha Building Maintenance to strip and wax new floors in Memorial Hall lower level. Review spring projects with Alpha they will be sanitizing all the shower stalls in the Village buildings, waxing floors at Public Works and washing low accesses windows.

Work on building RPZ back flow bid list for Village buildings.

Work at the Hinsdale Pool to start the water and boiler in the building also make repairs to toilets, sinks, showers and we also did an inventory list to order janitorial supplies needed to start the season. We have a punch list of items that we will be working on prior to opening.

Work with various contractors at the Hinsdale Pool locker rooms.

Water on to South Pavilion KLM Park install RPZ unit.



Help repair server rack at the Police Station.

Install dry erase boards at Police Station.

Install new locks in foot lockers at Police Station Men's locker room.

Test and repair all Thor Guard early warning lighting systems at various park buildings.

Investigate water entering the building at Highland Train Station found the brick chimney is cracked and needs repair.

Repair two door thresholds at KLM park buildings.

Move all the furniture in order to wash walls and paint building maintenance office clean up.

Move Memorial Hall patio furniture to summer location.

Clean out old van and set up new van.

Install new exterior lighting at Pierce Park building.

Review plan to clean out Memorial Hall attic of old files.

Investigate Montessori School at KLM Park for water leak around their chimney.

Administration

Meet with Deb Baker to help prepare documents for Dorin from DuPage County this will be the information needed for our reimbursement. I will follow up with darin to make sure he does have everything.



# Water and Sewer Division

# Water Activity Measures

Standard Tasks	April 2017	Prev Mo	YTD 2017
Utility Locates (JULIE)	602	459	1417
B-Box/Service Locates	662	544	1642
Water Mains Located	157	107	437
Main Break Repairs	1	0	7
B-Box/Service Repairs	2	1	8
Hydrants Replaced/Repaired	4	27	41
Service Connections/Inspections	4	1	11
Valve Installations/Repairs	1	0	3
Valves Exercised	7	2	28
Valves Located	11	2	32
Leak Investigations	1	1	9
Hydrants Flushed	7	27	52
High Bill Investigations	6	2	18
Water Fountains Serviced/Replaced	0	0	0
Disconnect Inspections	5	4	17
Meter Repairs	3	4	11
Meter/Remote Installs	7	24	165
Meters Removed	9	16	87
Meter Readings	27	52	180

Significant issues for this month:

### Water Main Break Repairs

April 2017	Prev Mo	YTD 2017
<u>1</u>	<u>0</u>	7

<u>Date</u>	<u>Address</u>	Pipe Size/Type	<u>Air Temp.</u>	<b>Duration</b>
04/25/17	510 N. Garfield	4" Cast Iron	70	6hrs



# **Sewer Activity Measures**

Standard Tasks	April 2017	Prev Mo	YTD 2017
Catch Basins Replaced/Repaired	0	0	1
Inlet Replaced/Repaired	1	1	3
Manhole Replaced/Repaired	1	0	1
Catch Basins/Inlets Cleaned	10	29	50
Sewers Cleaned (feet) In-House	50	350	400
Sewers Cleaned (feet) Contractor	250	0	250
Sewers Televised (feet) Contractor	250	0	250
Sewers Replaced/Repaired (feet)	0	0	5
Sewer Mains Located	4	6	14
Back-up Investigations	1	1	2
Manholes Located	8	20	37
Cave-ins Checked	1	1	3
Sewer Inspections	0	0	0
IEPA sampling due to overflow event of combined sewers (Veeck CSO)	2	1	5

#### WATER



### MONTHLY WATER PUMPAGE



Standard Tasks	Check Oil, Grease Fittings, Rotate Shafts(Weekly)	Bacteria Sampling
High Service/Pool Pumps #1, #2, #3, #4	$\checkmark$	N/A
Well Pump Motors #2, #5, and #10	$\checkmark$	$\checkmark$

Standard Tasks	April 2017	Prev Mo
Bacteria Samples	24	24
Field Chlorine	21	21
Field Turbidities	21	21
Lab Chlorine	25	27
Lab Turbidities	25	27
Lab pH	25	27
Lab Fluoride	25	27
Precipitation Readings	0	0
Temperature Readings (air)	25	27
Temperature Readings (water)	30	31
DBP Samples	8	0
Pumps Serviced	11	11
Special Well Samples	0	0
Lead and Copper	0	0



**TO:** President Cauley and the Board of Trustees

**FROM:** Dan Deeter, PE

**DATE:** May 16, 2017

RE: Engineering April 2017 Monthly Report Executive Summary

- Nicor has completed 100% of the gas main and 65% of the gas services in the Central Business District (CBD) as of 05/05/17.
- 2017 Resurfacing. ALamp has completed a majority of the resurfacing outside of the CBD as of 05/12/17.
- 2017 Reconstruction. ALamp has completed underground utility construction and is pouring concrete curb & gutter on Center and Ayres Streets.
- 2017 Watermain. J. Congdon has completed the watermain construction from the water plant on Symonds through N. Elm Street to Walnut Street. They are awaiting IEPA approvals before connecting the water services.
- Staff continues to coordinate engineering for the accelerated 2017 and 2018 projects.



**FROM:** Dan Deeter, PE

DATE: May 16, 2017

**RE:** Engineering April 2017 Monthly Report

The Engineering Division activities include working with the Building Division to complete site inspections, managing Capital Improvement Projects, responding to drainage complaints, and addressing environmental permit obligations. In total, three Engineering employees performed 57 construction site inspections or drainage complaint inspections in April. In April, staff submitted four environmental reports to the Illinois EPA. These included the four monthly Discharge Monitoring Reports (DMRs) for each of the Village's Combined Sewer Overflow (CSO) locations.

The following capital improvement projects and engineering studies are underway:

### 2017 Resurfacing Project (including the 2017 Maintenance and Central Business District (CBD) Resurfacing)

- Objective
  - Improve Village Streets by resurfacing with 2" hot mix asphalt
  - Improve water main on Symonds Drive and N. Elm Street
  - Improve Village Place by removing & replacing the stamped concrete pavement with similar stamped concrete. Replace the standard concrete as necessary.

### Areas to be improved

- o 2017 MIP Resurfacing
  - 59<sup>th</sup> Street from Elm to the east end
  - 58<sup>th</sup> Street from Garfield to the east end
  - Giddings Avenue from 58<sup>th</sup> Street to the south end
  - Ninth Street from Thurlow to Madison
  - Washington Street from Third to Fourth
- o 2017 Maintenance recommendations
  - Madison Street from Second to Sixth
  - North Street from Adams to Madison
  - Hickory Street from Elm to Oak (W)
  - Park Avenue from First to Third
  - Elm Street from Chicago to Fourth
  - Symonds Drive from Garfield to Elm
  - Elm Street from Symonds to Walnut

resurfaced resurfaced resurfaced resurfaced resurfaced

resurfaced resurfaced resurfaced resurfacing in process resurfacing in process WM under construction WM under construction



# MEMORANDUM

- Adams Street from North to Maple resurfaced
  - Park Street from Seventh to Eighth resurfacing in process
- Stough Street from Eighth to the south end
- Woodmere Drive from Garfield to the west end
- resurfaced resurfaced

resurfaced

- Central Business District (CBD) scheduled from 07/05/17 08/18/17
  - Hinsdale Avenue from Grant to Garfield
  - First Street from Grant to Garfield

Oak Street from First to Third

- Grant Street from Hinsdale to First
- Lincoln Street from Hinsdale to Second
- Washington Street from Hinsdale to Second
- Garfield Street from Hinsdale to First
- Village Place from Hinsdale to First
- Project Status
  - The pre-construction meeting was held on 03/02/17.
  - The general contractor, A Lamp Concrete Contractors, is resurfacing streets outside the Central Business District.
  - J. Condon Sewer Service has constructed the water main and is awaiting Illinois EPA approval to operate the watermain. Once they receive approval, they will connect the water services to the new main.
- Project Schedule
  - ✓ 01/27/17 Construction bid opening
  - ✓ 02/07/17 Contract approval First Read at Board of Trustees meeting
  - ✓ 02/21/17 Contract approval consent agenda
  - ✓ 03/02/17 Pre-construction meeting
  - o 04/03/17 Resurfacing of areas outside the CBD from south to north
  - o 07/05/17 Earliest date resurfacing is anticipated to begin in CBD
  - o 08/18/17 Project completion date

# 2017 Reconstruction Project

- Objectives:
  - Reconstruct roads within the Village
  - Provide public storm sewers in the right of way that private storm sewers can improve drainage in Localized Drainage Area #17 in the backyards of the 500-blocks of N. Grant/N. Vine Streets.
  - Line or replace identified sanitary sewers and storm sewers.
- Areas to be improved:
  - Ayres Street from Vine to Lincoln
  - Center Street from Vine to Washington
  - Chicago Avenue from Garfield to Park
- Project Status:



- Project Schedule:
  - ✓ 01/23/17 Construction bid advertising begins
  - ✓ 02/10/17 Construction bid opening
  - ✓ 02/21/17 First Read for contract approval at the Board of Trustees
  - meeting
  - ✓ 03/07/17 Consent Agenda for contract approval
  - ✓ 03/16/17 Pre-construction meeting
  - ✓ 04/24/17 Construction started
  - ✓ 05/03/17 All utilities on Center Street constructed
  - o 05/04/17 Curb & gutter construction on Center Street started

### Graue Mill Flood Control Project

- Copenhaver, the general contractor for phase 2B, is currently constructing the flood proofing features for the two multi-family buildings on S. Indian Trail.
- The compensatory storage on the DuPage Forest Preserve area has been constructed. Final landscaping will be completed in the Spring of 2017.
- On 05/01/17, the Village met with representative of DuPage County Stormwater Management Division, Christopher B. Burke Engineering, and the Graue Mill Home Owners' Association to discuss the project progress, what remains to be accomplished, and project funding issues. DuPage County was directed to go out to bid for the final phase of the project – flood proofing the remaining structures. DuPage County can withhold approval of the contract for 120-days until all funding issues for the project are resolved. A follow up meeting will be held on 06/05/17.

### 2018 Resurfacing Project

- Objective
  - Resurface Village streets by removing & replacing 2-inches of asphalt
  - Separate the combined sewer on Eighth Place
- Areas to be improved
  - o Jackson Street from Sixth Street to the south end
  - Bruner Street from Eighth to the south end
  - o Eighth Place from Madison to the east end
  - 57<sup>th</sup> Street from Madison to Grant
- Project Schedule
  - ✓ 02/21/17 The Board of Trustees is approving the engineering consultant, GSG Consultants, for the design phase.
  - 05/16/17 Staff is working with GSG Consultants for a change order to accelerate infrastructure improvements in 2018.
  - December 2017 Design and permitting complete


- January 2018 Construction bidding
- February 2018 Board of Trustees approval
- March 2018 Construction preparation
- April 2018 Construction begins
- October 2018 Construction complete

### 2018 Reconstruction Project

- Objective
  - Reconstruct Village streets
  - o Improve water main on portions of Lincoln and Hickory Streets
  - o Improve sanitary sewers on portions of Lincoln and Hickory Streets
- Areas to be improved
  - Lincoln Street from Ogden to Ayres
  - Hinsdale Avenue from Monroe to Madison
  - Hickory Street from Stough to Monroe
- Project Schedule
  - ✓ 02/21/17 The Board of Trustees is approving the engineering consultant, GSG Consultants, for the design phase.
  - 05/16/17 Staff is working with GSG Consultants for a change order to accelerate infrastructure improvements in 2018.
  - December 2017 Design and permitting complete
  - January 2018 Construction bidding
  - February 2018 Board of Trustees approval
  - March 2018 Construction preparation
  - April 2018 Construction begins
  - October 2018 Construction complete

### State and Federal Funding Opportunities

A summary of the Grant Funds awarded or applied for by the Village of Hinsdale is attached.

### Other Engineering Activities in the Area

### NICOR "Investing in Illinois" Gas Main/Service Replacement

#### In the Central Business District (CBD).

- A diagram showing the scope of the project area is attached.
- Schedule
  - 02/15/17 Nicor begins utility locating in CBD



- o 02/27/17 Nicor begins gas main installation on Grant Street
- o 05/05/17 Nicor has completed
  - 100% of the gas main installation
  - 65% of the gas service installation.
- o 07/03/17 Scheduled project completion

#### Streets North of Ogden Avenue

Staff has received notice that Nicor's next gas main/service replacement project under their "Investing in Illinois" program is in area north of Ogden Avenue. Once their crews are finished in the CBD, these crews will begin work north of Ogden. This work is expected to be completed this year. The streets involved are shown on the attached Nicor plan and are listed below:

- Glendale Road Madison to the east end
- Madison Street Glendale to Bonnie Brae
- Birchwood Road Madison to east end
- Briargate Terrace Madison to east end
- Canterbury Court Madison to east end
- Bonnie Brea Madison to east of The Pines
- Washington Street Spring Road (in Oak Brook) to Birchwood Avenue
- Birchwood Avenue west end to east end

Nicor is responsible for informing and updating residents on their project(s). Staff will continue to assist with the flow of information. Staff has considered the impact of this Nicor project on the preliminary accelerated infrastructure program. Village improvements in this area are scheduled in 2018 at the earliest (after the Nicor work is completed).

**Central Tri-State Tollway Improvement Planning.** The Illinois Tollway is in the initial planning stage for improvements to the Central Tri-State Tollway (I-294) from 95<sup>th</sup> Street to Balmoral Avenue (22.3 miles) in 2016.

- In April 2017, the Tollway Board approved a recommendation to improve I-294 up to six lanes (two additional lanes) in each direction and a widened inner median.
- Staff continues to work with the Tollway to minimize the impact to Hinsdale and Hinsdale residents.
- The anticipated time table is listed below:

0	Corridor Planning Council Report	2016 (behind schedule)
0	Master Plan	2017
0	Final Design Contracts	2017-19
0	I-294 Mainline Construction	2020-2022



#### **Bi-Annual Bridge Inspections**

The bi-annual bridge inspection of the Oak Street Bridge over the BNSF RR and the Road D Bridge over Salt Creek were conducted, submitted to IDOT-Springfield, and accepted. The reviewing structural engineer recommended installing new water proofing membrane and joint seals on the Road D Bridge when it is resurfaced. Staff is moving the Road D resurfacing from the draft, preliminarily, accelerated plan resurfacing in 2017 to 2018 to accommodate the development of engineering contract documents for the Road D Bridge maintenance.

#### Village of Hinsdale

Source	Program	Purpose	Funds Available	Amount
Illinois Commerce Commission	Crossing Safety Improvement Program	Oak Street Bridge - 60% Funding	2015 Capital Budget	\$ 4,240,000
Senator Dillard	State Capital Bill	Oak Street Bridge	Effective January 1, 2011	\$ 825,000
West Suburban Mass Transit	Car Sale Proceeds	Oak Street Bridge Eng/Construction	50/50 Reimbursement	\$ 395,000
Illinois Dept of Transportation	Federal Highway Bridge Program	Oak Street Bridge Phase I	July 2010 - 80/20	\$ 680,000
DuPage Mayors & Managers	Federal Stimulus	S. Garfield Reconstruction	Paid Through IDOT	\$ 1,632,000
Senator Dillard & Rep Bellock	Emergency Repair Program	Street resurfacing	Upon Project Completion	\$ 300,000
Representative Bellock	State Capital Bill	N. Washington Reconstruction	Upon issuance of bonds	\$ 340,000
New Local Transportation Projects	State Capital Bill	Road Improvements	20% released October, 2010	\$ 389,540
Lyons Township	Bond Proceeds	KLM Park Pavilion	Upon Project Completion	\$ 150,000
DuPage Mayors & Managers	STP Program	Oak Street Bridge	2015 Capital Budget	\$ 3,830,000
IDNR	OSLAD	Improvements to KLM	Awarded	\$ 150,000
IEPA	ARRA/State Revolving Loan	Garfield Sewer Separation	Loan docs received 7/05/11	\$ 444, 160
IEPA	ARRA/State Revolving Loan	Chestnut Sewer Separation	Loan docs received 8/16/11	\$ 3,728,196
West Suburban Mass Transit	Car Sale Proceeds	Highland Parking Lot	2/3 reimbursement	\$ 100,000
IDOT	Federal Highway Bridge Program	Oak Street Bridge Phases II & III	IDOT local agency agreem't	\$ 5,904,514
Illinois Dept of Transportation	Surface Transportation Program (STP)	Garfield Street (Chicago Ave	70% SPT match	\$ 807,000
		55th) resurfacing (letting Jan 2019)	30% local match	
Illinois Dept of Transportation	Surface Transportation Program (STP)	Chicago Ave (IL Rte 83 - Garfield)	70% SPT match	\$ 760,000
		resurfacing (letting Jan 2020)	30% local match	
Total				\$ 24,675,409

#### Village of Hinsdale Grant Applications Under Consideration

Source	Program	Purpose	Status	Amount

Total

G:\Grants\grants awarded

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Rev: 05/16/17

-

\$

2017 Resurfacing Project Hinsdale, IL

1

	Change Order Field Record									
Change		Dev. Here	,		Estimated Cost		Submitted Cost		Change	Board
Request No.	Date	Pay Item	Description and Reason for Change	Status	Addition	Deduction	Addition	Deduction	Order No.	Approval Date
1		Nuisance Sump Pump connection	Connect additional nuisance sump pumps to local sewer system	Complete	\$ 3,000.00					
2										
		······································								
			· · · · · · · · · · · · · · · · · · ·							
	<b>.</b>		Subtotal Total	<u>I.                                    </u>	\$ 3,000.00	\$- \$3,000.00	\$- Addition	\$-		1
	Const	ruction Observation	Construction	_						
	Budget: Bid: Change Order	\$ 147,187.00	Contractor Bid Construction Contingency			2,200,000.00 2,093,814.00 106,186.00				
	Contingency:	\$ 7,533.00	Contingency balance Less Net Change Orders			103,186.00	Total Proje	ect Contingency	\$ <sup>.</sup>	110,719.00

Change Order Field Record										
Change			Description and Descent for Observe		Estimated Cost		Submitted Cost		Change	Board
Request No.	Date	Pay Item	Description and Reason for Change	Status	Addition	Deduction	Addition	Deduction	Order No.	Approval Date
1	4/27/2017	Time & Material	Underground utility conflict with abandoned 30-inch storm sewer not identified on Village utility atlases.	Complete	\$ 3,000.00					
2	05/04/17	Time & Material	Filling of abandoned 30-inch storm sewer to prevent future pavement impacts.	Complete	\$ 2,700.00					
							·····			
			Subtotal		\$ 5,700.00	\$ -	\$ -	\$ -		
			Total			\$ 5,700.00	Addition			
		struction Observation								
		ed in 2017 Resurfacing	Construction	-						
	Budget		Project Budge			337,051.00				
-	Bid		Contractor Bio Construction Contingency			345,679.00 (8,628.00)				
	Change Orde Contingency		Construction Contingency Contingency balance Less Net Change Orders			(14,328.00)	Total Proje	ect Contingency	: \$	(14,328.0

 .

Veeck Park Hinsdale, III	Wet Weather	Facility		
Dete	Bar Screen Channel Downstream	Overflow Ht. Above Weir (feet)	Precipitation (inches of water)	
Date	(feet)	(leet)	water)	
04/01/16	0.00			
04/02/16	0.00			
04/03/16	0.00		0.24	
04/04/16	0.00			
04/05/16	0.00		1.11	
04/06/16	0.00	0.01	0.36	
04/07/16	0.00			
04/08/16	0.00			
04/09/16	0.00			
04/10/16	0.00		0.52	
04/11/16	0.00			
04/12/16	0.00			
04/13/16	0.00		0.19	
04/14/16	0.00		0.15	
04/15/16	0.00			
04/16/16	0.00		0.34	
04/17/16	0.00			
04/18/16	0.00			
04/19/16	0.00		0.06	
04/20/16	0.00			
04/21/16	0.00			
04/22/16	0.00			
04/23/16	0.00			
04/24/16	0.00			
04/25/16	0.00			
04/26/16	0.00			
04/27/16	0.00		0.26	
04/28/16	0.00			
04/29/16	0.00	0.75	1.83	
04/30/16	0.00	0.75	1.10	
Total Precip	iation in April		6.16	
Departure fi	rom Normal:		2.78 182%	of n
N			10270	un

of normal rainfall

Notes: 1. Minimum tank elevation is 2.0 feet to avoid running the pumps dry and damaging th 2. Rain data from McClure Junior High School weather station.



DATE: May 9, 2017

TO: Thomas K. Cauley, Village President Village Board of Trustees Kathleen A. Gargano, Village Manager

FROM: John Giannelli, Fire Chief

RE: Executive Summary – Fire Department Activities for April 2017 In summary, the Fire Department activities for April 2017 included responding to a total of **219** emergency incidents. There were **65** fire-related incidents, **108** emergency medicalrelated incidents, and **46** emergency/service-related incidents.

This month the average response time from receiving a call to Department crews responding averaged 1 minute and 23 seconds. Response time average from receiving a call to Department crews arriving on the scene was 4 minutes and 54 seconds.

During the month of April, there was no dollar loss due to fires. Members assisted Clarendon Hills and Western Springs on various calls.

The pilot program of the Citizens Fire Academy started April 6, and has been very successful.

On April 4<sup>th</sup> Chief Giannelli and Assistant Chief McElroy met with the CEO of Hinsdale Hospital to discuss efficiencies between the two entities.

On the April 5<sup>th</sup>, the Fire Department switched radio frequencies to accommodate a redistribution of new departments that have joined the dispatch center, DuComm.

On April 17<sup>th</sup> members met with Chief Buhs in a roundtable discussion to update the department's Mission Statement.

On April 27<sup>th</sup> Chief Giannelli and Assistant Chief McElroy traveled to Indianapolis for the Fire Department Instructors Conference. Members met with the factory representatives from Braun Ambulance that is manufacturing the Fire Department's new ambulance. Members also met with companies providing station alerting systems, fire gear, and a host of others offering new technology to the fire service.





# **Emergency Response**

In **April**, the Hinsdale Fire Department responded to a total of **219** requests for assistance for a total of **794** responses this calendar year. There were **22** simultaneous responses and **one** train delay this month. The responses are divided into three basic categories as follows:

Type of Response	April 2017	% of Total	Three Year April Average 2014-2015-2016
<b>Fire:</b> (Includes incidents that involve fire, either in a structure, in a vehicle or outside of a structure, along with activated fire alarms and/or reports of smoke)	65	30%	70
Ambulance: (Includes ambulance requests, vehicle accidents and patient assists)	108	47%	92
<b>Emergency:</b> (Includes calls for leaks and spills, hazardous material response, power lines down, carbon monoxide alarms, trouble fire alarms, house lock outs, elevator rescues, and other service related calls)	46	23%	35
<b>Simultaneous:</b> (Responses while another call is on- going. Number is included in total)	22	10%	25
<b>Train Delay:</b> (Number is included in total)	1	.4%	9
Total:	219	100%	197
Year	to Date To	otals	
Fire: 217 Ambulan	ce: 421	Emerg	gency: 156
2017 Total: 794	2014- Avera		828





# Emergency Response









# **Emergency Response**









# Emergency Response







# Incidents of Interest

- #17-0753 Members respond for a truck with its brakes on fire. Crews deployed 1 <sup>3</sup>/<sub>4</sub>" hose line and used water/foam to cool off the brakes from extending to the tires and the container.
- #17-0755 Members respond from the change of quarters assignment in Westmont to the reported structure fire in Westmont. Crews deployed a second line to the 1<sup>st</sup> floor apartment and assisted with primary and secondary searches of the 2<sup>nd</sup> and 3<sup>rd</sup> floors and checked from extension in the apartment above the fire.
- #17-0671 Members responded for the activated fire alarm. Upon arrival, they found a large house under construction. Members found Carbon Monoxide (CO) readings at a dangerous level of 60 parts per million of CO. Workers were using gas powered saws to paver bricks outside the house next to the intake vent. This is how the exhaust got into the basement. Construction crews were done cutting for the day. Members ventilated the house and monitored it again for CO. Readings were at zero.
- #17-0579 Members responded for the structure fire in Tri-State at 410 Westminister. FF Karban assisted with the fire investigation and two other members assisted with picking up equipment and hose.
- #17-0582 Members responded for a lock-out. Members used the new garage hook tool to release the emergency latch on the automatic door opener. This tool was researched and purchased by FF Majewski. He gave instructions and placed it in service on March 26<sup>th</sup>.





# Training/Events

Capt. Carlson:

- Attended Chief Fire Officer Course at NIPSTA on Friday, April 7th, 2017.
- Attended EMS Coordinators' meeting on Tuesday, April 11<sup>th</sup>, 2017.

Lt. Ziemer:

 Instructed during the month at Western Springs Fire Departments' Basic Operations Firefighter Academy.

FF Baker:

- Attended Module 3 for Fire and Arson Investigators on April 3<sup>rd</sup> thru April 7<sup>th</sup>
  FF Majewski:
  - Attended Hazardous Materials Drill on April 19<sup>th</sup>.
  - Assisted with ordering C84 and M85.
  - Continued to work with ambulance vendor on M84's computer system.

FF Skibbens:

- Instructed at Good Samaritan Paramedic Program.
- Capt. Carlson and FF Majewski repaired power steering on T84 instead of sending it out for repair.

Gold Shift:

 Gold Shift continued training program with FF/PM Russell. FF/PM was hired in January of 2017. The shift performed the following hands on drills at the training house on 605 S. Garfield: throwing ground ladders, search and rescue, ventilate enter search of upper floors, working with hand tools and chain saws, and vertical ventilation from a roof ladder.

FF McDonough:

Beginning to research the feasibility of a Fire Department Facebook page.

FF Patitucci:

Attended Hazardous Materials Drill on April 19<sup>th</sup>.





# **Public Education**

The fire prevention bureau is responsible for conducting a variety of activities designed to educate the public, to prevent fires and emergencies, and to better prepare the public in the event a fire or medical emergency occurs.



### Fire Prevention/Safety Education:

• Attended School Crisis Plan Review meeting for District 86 with Officer Holecek and Deputy Chief Lillie to discuss changes needed for the 2017-18 school year.





### **Inspection Activities**

### **Hinsdale Fire Department Inspection Activities**

### April 2017: Total of 78 Fire Inspection Activities

### **Inspections 39**

Initial (33) Fire Alarm (4) Occupancy (2)

**Re-inspections 12** 

Billable 2<sup>nd</sup> Re-inspections 7

### Acceptance Test 4

Sprinkler Systems (3) Fire Alarm (1)

### **Plan Reviews 4**

General (2) Fire Alarm (1) Sprinkler (1)

### **Annual Fire Pump Testing 7**

### **Consultations 3**

General (2) Assembly (1)

### **Knox Box Maintenance 1**

School Lock Down 1

### **Other Bureau Activities:**

• Attended School Crisis Plan review meeting for District 86 with Officer Holecek and Deputy Chief Lillie to discuss changes needed for the 2017-18 school year.

# Inspection Fees Forwarded to the Finance Department in the month of April was \$1,835.00

The total inspection fees forwarded to the finance department for the fiscal year 2016/17 so far is \$41,800.00





### The Survey Says...

Each month, the department sends out surveys to those that we provide service. These surveys are valuable in evaluating the quality of the service we provide and are an opportunity for improvement.

### **Customer Service Survey Feedback:**

In the month of April, **48** Service Surveys were mailed; we received **seven** responses with the following results:

Were you satisfied with the response time of our personnel to your emergency?

Yes – 7 / 7

Was the quality of service received:



Miscellaneous Comments (direct quotes):

"They did a fine job"

"Everyone was above great in helping during this unexpected ordeal."

"Paramedics were very pleasant and reassuring. My experience with them was extremely satisfactory."

"Well done"

"The quality of services was great."



Subject:	Executive Summary – April 2017
CC:	Bradley Bloom, Assistant Village Manager/ Director of Public Safety
From:	Kevin Simpson, Chief of Police
То:	Kathleen A. Gargano, Village Manager
Date:	May 9, 2017

In reviewing the Police Department's activities for April 2017, I do not have any items of consequence to report.

Of note, the Hinsdale Police Department successfully completed an on-site assessment from April 2-6, 2017, as part of a program to achieve accreditation by verifying compliance with various professional standards. Administered by the Commission on Accreditation for Law Enforcement Agencies, Inc. (CALEA), the accreditation program requires agencies to comply with state-of-the-art standards in four basic areas: policy and procedures, administration, operations, and support services. CALEA will provide a final report in the next couple of months and staff will be required to attend a hearing in July of 2017 to receive the official results of the assessment in order to gain re-accredited status.

Chief Simpson, Deputy Chief Lillie, and Deputy Chief Bernholdt attended the Illinois Chief's Association annual training conference that was held in Oak Brook. Topics of instruction included leadership, legislation updates, and community policing efforts.



# POLICE SERVICES MONTHLY REPORT

**April 2017** 

Police Officer Staffing April 2017					
Authorized	25				
Unfilled Positions	2				
Officers in Training (FTO)*	2				
Officers on Leave	1				
Current Number of Officers	23				
Total Number of Officers Counted as Man-power	20				
Number of Officers Eligible to Retire in next two years**	4				

\*It takes approximately 1 year for an officer to complete training to be counted as man-power

\*\*Officers who are eligible to retire have at least 25 years of service and/or are within two years of age 50 or older

### Investigations, Crime Prevention, and Youth Bureau Summary April 2017

For the month of April 2017, the division had a total of 43 cases being investigated with 9 of them brought to disposition. The most frequent incident classifications for these cases were Fraud/Identity Theft (21), Theft (7), and Burglary (5).

### **INVESTIGATIONS DIVISION**

On March 14, 2017, a 23-year-old Lemont man was charged with one count felony **Disorderly Conduct**, after making a false police report stating he was a victim of an Armed Robbery. The man was transported to DuPage County Jail for a bond hearing.

On April 2, 2017, a 56-year-old Frankfort woman was charged with two counts of **Domestic Battery** after a physical altercation with a family member in a vehicle. The woman was transported to DuPage County Jail for a bond hearing.

On April 7, 2017, a 26-year-old Hinsdale man was charged with one count of **Disorderly Conduct**, and one count of **Following too Closely**, after a traffic altercation with another driver. The man was released after posting bond.

On April 11, 2017, a 19-year-old Westchester man was charged with one count of **Possession** of a Controlled Substance, after officers checked on the driver of a suspicious vehicle in the Shell Food Mart parking lot. The man was transported to DuPage County Jail for a bond hearing.

On April 25, 2017, a 21-year-old Clarendon Hills man was charged with one count of **Possession of Cannabis over 30gms,** and one count of **Failure to Signal**, after a routine traffic stop. The man was released on an I-bond.

On April 27, 2017, a 55-year-old La Grange Highlands man was charged with one count of **Battery**, after an altercation at Hinsdale Hospital in which he struck a nurse with his fist. The man was released on an I-bond.

### **CRIME PREVENTION ACTIVITY**

### **D.A.R.E. (DRUG ABUSE RESISTANCE EDUCATION)**

April 4, 11, 18, 25	4 classes	Madison School
April 7, 12, 19, 28	8 classes	Madison School
April 6, 13, 20	9 classes	The Lane School
April 3, 10, 17, 24	4 classes	Monroe School
April 5, 12, 19, 26	8 classes	Monroe School
April 7, 12, 21, 28	4 classes	Monroe School
April 3, 10, 24	9 classes	St. Isaac Jogues School

A ten week <u>D.A.R.E. Program</u> is presented in all fifth grade classrooms in Hinsdale Public Schools and in sixth grade classrooms in the Hinsdale Parochial Schools. Topics include making good decisions, consequences and alcohol, drug, tobacco awareness and resistance.

#### V.E.G.A. (VIOLENCE EDUCATION GANG AWARENESS) April 27 10 classes H

Hinsdale Middle School

V.E.G.A. is a six lesson program presented in sixth grade classrooms in Hinsdale Public Schools, and in seventh grade at Hinsdale Parochial schools. The program deals with problem solving without violence, bullying, and avoiding gang activities.

On April 5, 2017, Officer Coughlin coordinated a school lockdown drill at the Hinsdale Adventist Academy. It was an unannounced drill that went smoothly with a few challenges that were addressed with Principal Walker.

On April 5, 2017, Officer Coughlin attended the DuPage Juvenile Officers Association board meeting in Wheaton. Topics covered were meeting/training sites, upcoming trainings and board meetings, membership, website, scholarships, and elections.

On April 11, 2017, Officer Coughlin coordinated a school lockdown drill at Madison School. It was an unannounced drill that went smoothly with a few challenges that were addressed with Principal Rutan.

On April 17, 2017, Officer Coughlin gave a Crime Prevention and Personal Safety Presentation to the residents of the Hamptons. He answered many questions and agreed to come back and speak with other residents who were not able to attend.

On April 25 and 26, 2017, Officer Coughlin spoke with ten 7<sup>th</sup> grade classes at Hinsdale Middle School about the Bill of Rights and the first 10 amendments. He explained how the amendments affect students' rights and how they affect law enforcement.

On April 26, 2017, Officer Coughlin made Safety Village applications available to the public in the lobby of the police department and answered many questions from residents concerning Safety Village.

On April 26, 2017, Officer Coughlin attended the DuPage Juvenile Officers Association meeting. The topic was Substance Abuse and Teens presented by Dr. Aaron Weiner, Director of Addictions at Linden Oaks Healthcare. Information was given about prescription abuse, opioid overdoses, current trends, and the perception of marijuana.

On April 7, 21, & 28, 2017, Officer Coughlin walked the <u>Business District</u> monitoring the behavior of middle school students. Officer Coughlin spoke with teens, shoppers, business owners, and handled any incidents related to the students.

On April 10, 17, 18, 19, 24, 25, & 27, 2017, Officer Coughlin supervised two students doing community service work.

### YOUTH BUREAU SUMMARY

On March 15, 2017, at approximately 2:30pm, a high school senior admitted to stealing gift cards from four unsecured backpacks. She was charged with **Theft.** She was **Direct Filed to Juvenile Proba**tion.

On March 17 and March 21, 2017, at approximately 9:00am, a high school freshman was observed on video camera searching through two backpacks and later admitted to **Theft** of two wallets. He was assigned to **Peer Jury**.

On April 12, 2017, at approximately 8:52pm, officers were dispatched to the 400 block of North Bruner for a **Domestic Disturbance** involving two high school sophomores/brothers. Both were **Released to Parents**.

On April 23, 2017, at approximately 3:39am, two high school juniors were involved in a traffic stop. During the stop, alcohol was detected on their breath and HGN and PBT tests were done at the station. Both were charged with **Curfew Violation** and one was charged with **Consumption of Alcohol by a Minor.** They were both ordered to appear in **Field Court**.

### Hinsdale Police Department JUVENILE MONTHLY REPORT April 2017

#### AGE AND SEX OF OFFENDERS



#### **DISPOSITION OF CASES**



Hinsdale Police Department

#### DISPOSITION BY OFFENSE TYPE



Juvenile Monthly Offenses Total Offenses by Offense Type



Hinsdale Police Department

 $\mathbf{7}$ 

### NOTABLE TRAFFIC INFORMATION REQUESTS AND ACTIVITY **APRIL 2017**

#### **Traffic Safety Reviews**:

- Garfield & Walnut: An intersection study is in progress following internal analysis of increased crashes at the intersection in the past 24-hour period when compared to the past ten years.
- Justina & Fuller: A preliminary intersection study is in progress following a recent collision which prompted resident concerns about the lack of a traffic control device at this intersection.
- Woodside & County Line Road: A resident reported concerns at the intersection regarding vehicles parking too close to the intersection. Recommendation was made for "no parking here to corner" signage to be installed on Woodside east of County Line Road.
- **Oak & First:** A preliminary intersection study was completed following a resident's request for stop signs instead of yield signs. The study found stop signs are not warranted.

#### **Other Traffic related activity:**

- Distracted Driving Enforcement Initiative: During the week of April 24, Hinsdale Officers participated in a statewide enforcement initiative to address distracted driving. Officers issued 26 warnings and 46 citations during the initiative. On Friday, April 28, Hinsdale and Oak Brook Officers worked in tandem and issued more than 30 citations together in the vicinity of York & Ogden.
- Weight Limited Roads: Weight restriction signs have been selected and are in the process of being installed to convey the new weight limitation ordinance on First, Sixth, and Park.

### SELECTIVE ENFORCEMENT ACTIVITY

	(Number o	1 frame Stops)	
NORTH SIDE		SOUTH SIDE	
Chicago Ave: Rt. 83 to Monroe (3)		County Line Road: 47 <sup>th</sup>	to $55^{\text{th}}$ (19)
County Line Road: Walnut to Ogden (4	4)	$55^{\text{th}}$ Street (67)	
Madison: North to Ogden (2)			
Ogden Avenue (113)			
York Road: The Lane to Ogden (22)			
SPEED TRAILER	SPEED FI	EEDBACK SIGN	SPEED SURVEYS
Various locations with "Put down the	300 blk W. Six	th Street	800 blk Justina
phone" message			7 <sup>00</sup> blk S. Madison

### TRAFFIC ENFORCEMENT

### April 2017

* Includes Citations and Warnings	This Month	This Month Last Year	YTD	Last YTD
Speeding	134	182	712	761
Disobeyed Traffic Control Device	21	43	110	152
Improper Lane Usage	20	35	115	120
Insurance Violation	13	14	37	39
Equipment or Registration Offense	34	49	234	288
Seatbelt Violation	18	8	23	35
Stop Signs	23	33	329	157
Yield Violation	10	13	39	39
No Valid License/Suspended/Revoked	5	12	45	36
Railroad Violation	5	2	9	3
Cellular Phone Violations	107	28	210	111
Other	36	33	165	157
TOTALS	426	452	2,028	1,898

### BURGLARIES April 2017



Burglaries (includes Residential) and Attempted Burglaries

Burglaries from Motor Vehicles (includes Trespass and Theft from Vehicles)

Hinsdale Police Department

### MONTHLY OFFENSE REPORT

April 2	2017
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CRIME INDEX	This Month	This Mo. Last Year	Year To Date	Last Year To Date
1. Criminal Homicide	0	0	0	0
2. Criminal Sexual Assault/Abuse	1	0	2	0
3. Robbery	0	0	1	0
4. Assault and Battery, Aggravated	0	0	0	0
5. Burglary	1	0	6	2
6. Theft	5	5	16	42
7. Auto Theft	0	0	4	3
8. Arson	0	0	0	0
TOTALS*	7	5	29	47

\* The Illinois Uniform Crime Reporting guidelines are specific for classification of crime activity by hierarchy of the offense-type, which results in the table of index crime offenses in this table to have slight variance from the Call for Service table on the following page.

### **SERVICE CALLS—April 2017**

Sex Crimes Robbery Assault/Battery Domestic Violence Burglary Residential Burglary	This Month 1 0 2 12 0 1	This Month Last Year 0 0 2	Date 3 1	Last Year To Date 0 0	% CHANGE 300
Robbery Assault/Battery Domestic Violence Burglary	0 2 12 0	0	1	-	300
Assault/Battery Domestic Violence Burglary	2 12 0			0	
Domestic Violence Burglary	12 0	2		U	100
Burglary	0		9	8	13
		10	38	46	-17
Residential Burglary	1	0	2	1	100
	1	0	3	3	0
Burglary from Motor Vehicle	0	0	0	12	-100
Theft	5	5	12	29	-59
Retail Theft	0	1	2	5	-60
Identity Theft	4	8	19	29	-34
Auto Theft	0	0	5	3	67
Arson/Explosives	0	0	0	0	0
Deceptive Practice	0	0	1	0	100
Forgery/Fraud	3	5	34	16	113
Criminal Damage to Property	10	2	24	15	60
Criminal Trespass	1	1	4	2	100
Disorderly Conduct	4	2	18	10	80
Harassment	3	3	20	15	33
Death Investigations	2	1	9	3	200
Drug Offenses	4	6	20	22	-9
Minor Alcohol/Tobacco Offenses	0	3	3	6	-50
Juvenile Problems	5	17	26	42	-38
Reckless Driving	18	5	54	33	64
Hit and Run	8	7	28	30	-7
Traffic Offenses	12	13	57	47	21
Motorist Assist	28	19	109	83	31
Abandoned Motor Vehicle	1	0	4	1	300
Parking Complaint	45	43	106	115	-8
Auto Accidents	40	53	165	203	-19
Assistance to Outside Agency	51	40	175	202	-13
Traffic Stops	364	367	1,756	1,540	14
Noise complaints	6	2	26	24	8
Vehicle Lockout	18	27	72	86	-16
Fire/Ambulance Assistance	122	110	463	400	16
Alarm Activations	105	122	386	392	-2
Open Door Investigations	10	2	23	17	35
Lost/Found Articles	22	10	55	50	10
Runaway/Missing Persons	2	6	3	9	-67
Suspicious Auto/Person	78	44	228	204	12
Disturbance	2	1	5	9	-44
911 hangup/misdial	21	21	89	115	-23
Animal Complaints	45	47	110	144	-24
Citizen Assists	68	40	174	160	9
Solicitors	5	6	19	27	-30
Community Contacts	1	0	3	7	-57
Curfew/Truancy	0	0	3	5	-40
Other	231	222	860	892	-4
TOTALS	1,360	1,273	5,225	5,062	3

\*Higher totals in the "Other" classification are due to incident numbers being generated by DuComm for many administrative matters that would not have required an incident number previously with SWCD, or incidents that are not specific to an IUCR offense specified in the monthly report. Examples include: mutual aid requests for the fire department to other towns, administrative duties, transport of prisoners, complaint cancellation, in-service training, and child seat inspections.

#### Hinsdale Police Department

### Training Summary April 2017

(All training is mandatory unless noted otherwise)

All sworn officers completed monthly legal update training, focused on legal updates in Illinois and United States case law.

All Department members completed additional compliance training:

- Responding to Persons with Mental Illness policy review
- Discriminatory Workplace Harassment & Complaint Procedure policy review

Additional events attended by department members include:

**Illinois Crisis Negotiators Association (ICNA) Annual Conference** April 18-21; DET/CNT Krefft

### Dare to Be Great: The Leadership Challenge

April 27; OIC Davenport

Probationary Police Officer training:

- PPO Mazepa is continuing through the Field Training & Evaluation Program by way of a daily and structured partnership with uniformed Field Training Officers (FTOs).
- PPO Heneghan is continuing through Basic Police Academy, at the Police Training Institute through the University of Illinois at Urbana-Champaign. This is a residential academy where PPO Heneghan lives on campus for the duration of training.

The Police Department upgraded its subscription to PowerDMS software, to include a training module. This upgrade allows for enhanced in-service training via electronic enrollment, policy review, lessons, testing, certificate issuance, and recurring expiration reminders. This continues the Police Department's investment in its blended learning philosophy.

Submitted by: Sergeant Louis Hayes, Jr. #008 Department Training Coordinator

# **April 2017 Collision Summary**

All Collisions at Intersections		All Collisions at Intersections Collisions of this type are considered when reviewing MUTCD Warrants									
LOCATION	30 days	12 Months	2 Years	3 Years	5 Years	LOCATION	30 days	12 Months	2 Years	3 Years	5 Years
County Line Rd. & Ogden	1	10	17	23		Garfield & Chicago	1	5	11	14	40
Garfield & 55th	1	5	10	16	23	Garfield & Fourth	1	1	1	1	2
Garfield & Chicago	1	10	17	23	40	Garfield & Minneola	1	2	2	2	3
Garfield & Fourth	1	1	1	1	2	Garfield & Walnut	1	7	11	11	16
Garfield & Minneola	1	2	2	2	3	Grant & Walnut	1	1	1	1	1
Garfield & Walnut	1	7	12	12	16	Justina & Fuller	1	1	1	1	2
Grant & 57th	1	1	2	2	2	Justina & Ravine	1	1	1	2	2
Grant & Walnut	1	1	1	1	1	Lincoln & Ogden	1	3	3	3	16
Justina & Fuller	1	1	1	1	2	Madison & 55th	2	3	6	8	23
Justina & Ravine	1	1	1	2	2	Oak & Fuller	1	1	1	1	2
Lincoln & Ogden	2	7	8	8	16	Oak & Ogden	1	1	3	4	20
Madison & 55th	2	7	10	16	23	Vine & Maple	1	1	2	2	3
Oak & Fuller	1	1	1	1	2	TOTALS	16	47	43	58	209
Oak & Ogden	1	4	6	11	20						
Rt. 83 & Ogden	1	3	5	8	19						
Vine & Maple	1	1	2	2	3						
TOTALS	16	47	43	58	209						

Contr	ibuting Fa	ctors and Collision Types	
Contributing Factors:		Collision Types:	
Failure to Yield	12	Private Property	5
Improper Backing	7	Hit & Run	7
Failure to Reduce Speed	17	Personal Injury	6
Following too Closely	6	Pedestrian	0
Driving Skills/Knowledge	2	Bicyclist	0
Improper Overtaking/Passing	0		
Exceeding Safe Speed for Conditions	0		
Improper Turning	1	Crashes by Day of the Week:	
Disobeyed Traffic Signals	2	Sunday	3
Improper Lane Usage	3	Monday	7
Had Been Drinking	0	Tuesday	7
Vehicle Equipment	0	Wednesday	8
Vision Obscured	2	Thursday	4
Driving Wrong Way	0	Friday	6
Distraction	3	Saturday	7
Weather	1		
*Contributing factors may be higher than total crashs, due to multiple contributing factors in a single cr	as h	TOTAL	42

### **Hinsdale Police Department**

### Manual on Uniform Traffic Control Devices Warrants

#### Section 2B.04 Yield/Stop Signs

The use of YIELD or STOP signs should be considered at the intersection of two minor streets or local roads where the intersection has three or more approaches and where one of more of the following conditions exist:

- A. The combined vehicular, bicycle, and pedestrian volume entering the intersection from all approaches averages more than 2,000 units per day;
- B. The ability to see conflicting traffic on an approach is not sufficient to allow a road user to stop or yield in compliance with the normal right-of-way rule if such stopping or yielding is necessary; and/or
- C. Crash records indicate that five or more crashes that involve the failure to yield right-of-way at the intersection under the normal right-of-way rule have been reported within a 3-year period, or that three or more such crashes have been reported within a 2-year period.

YIELD or STOP signs should not be used for speed control.

#### Section 2B.07 Multi-Way Stop Applications

Multi-way stop control can be useful as a safety measure at intersections if certain traffic conditions exist. Safety concerns associated with multi-way stops include pedestrians, bicyclists, and all road users expecting other road users to stop. Multi-way stop control is used where the volume of traffic on the intersecting roads is approximately equal.

#### Guidance:

The decision to install multi-way stop control should be based on an engineering study. The following criteria should be considered in the engineering study for a multi-way STOP sign installation:

A. Where traffic control signals are justified, the multi-way stop is an interim measure that can be installed quickly to control traffic while arrangements are being made for the installation of the traffic control signal.

B. Five or more reported crashes in a 12-month period that are susceptible to correction by a multi-way stop installation. Such crashes include right-turn and left-turn collisions as well as right-angle collisions.

C. Minimum volumes:

- 1. The vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day; and
- 2. The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches (total of both approaches) averages at least 200 units per hour for the same 8hours, with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour; but
- 3. If the 85th -percentile approach speed of the major-street traffic exceeds 40 mph, the minimum vehicular volume warrants are 70 percent of the values provided in Items 1 and 2.

D. Where no single criterion is satisfied, but where Criteria B, C.1, and C.2 are all satisfied to 80 percent of the minimum values. Criterion C.3 is excluded from this condition.

### CITATIONS—April 2017

CITATIONS	BY LOCATION	I
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CITATIONS BY LOCATION		This Month	This Month Last Year	YTD	Last YTD
Chestnut Lot	Commuter Permit	21	35	121	140
Highland Lot	Commuter Permit	24	25	82	87
Village Lot	Commuter Permit	44	23	193	141
Washington Lot	Merchant Permit	50	75	145	227
Hinsdale Avenue	Parking Meters	258	252	1,052	1,767
First Street	Parking Meters	163	257	935	1,757
Washington Street	Parking Meters	290	277	1,329	1,848
Lincoln Street	Parking Meters	20	29	61	122
Garfield Lot	Parking Meters	35	74	315	294
Other	All Others	386	394	1,457	1,599
TOTALS		1,291	1,441	5,690	7,982

VIOLATIONS BY TYPE	This Month	This Month Last Year	YTD	Last YTD
Parking Violations				
METER VIOLATIONS	817	1,001	3,806	6,008
HANDICAPPED PARKING	1	4	6	39
NO PARKING 7AM-9AM	33	27	144	156
NO PARKING 2AM-6AM	127	125	496	467
PARKED WHERE PROHIBITED BY SIGN	48	49	149	228
NO VALID PARKING PERMIT	49	38	190	231
Vehicle Violations				
VILLAGE STICKER	47	42	235	151
REGISTRATION OFFENSE	40	64	252	332
VEHICLE EQUIPMENT	5	3	18	26
Animal Violations	2	1	6	11
All Other Violations	122	87	388	333
TOTALS	1,291	1,441	5,690	7,982

### Social Networking Monthly Status Report April 2017

The **Hinsdale Police Department** continues to publicly advocate its community notification via social media. During the past reporting period, posts were disseminated on the following topics:

Posted a "Take a Second for Safety" video discussing warning sirens.

Notified residents of an Alive@25 class on Saturday, April 8, 2017.

Posted a "Take a Second for Safety" video discussing home safety.

Announced that the HPD lobby will be closed on Friday, April 14, 2017, for the holiday.

Alerted residents that HPD was called to investigate a suspicious person in the Madison School area, and updated that the situation was resolved and schools resumed regular activity.

Congratulated Oak School 5th graders on their D.A.R.E. Graduation.

Posted a "Take a Second for Safety" video discussing how to avoid scams this spring.

Congratulated Officer Daniel Mazepa, Hinsdale's new Police Officer, who was sworn in at last night's village board meeting.

Posted a picture of a Henri Bendel bag in hopes to find its owner.

Notified the public that HPD supports distracted driving enforcement campaigns, and will be ticketing drivers holding a cell phone while driving.

Posted a "Take a Second for Safety" video reminding residents to not hold a cell phone while driving.

Announced that Hinsdale Officers joined forces with Oak Brook Police Department to issue tickets for distracted driving.



Officer Daniel Mazepa being sworn in at the Village Board meeting.

NUMBER OF FOLLOWERS Facebook: 1,598 twitter: 1,237

Hinsdale Police Department 17