MEETING AGENDA



REGULAR MEETING OF THE VILLAGE BOARD OF TRUSTEES Tuesday, March 20, 2018 7:30 P.M. MEMORIAL HALL – MEMORIAL BUILDING

(Tentative & Subject to Change)

- 1. CALL TO ORDER
- 2. PLEDGE OF ALLEGIANCE
- 3. APPROVAL OF MINUTES
 - a) Meeting of March 6, 2018
- 4. CITIZENS' PETITIONS (Pertaining to items appearing on this agenda)*
- 5. VILLAGE PRESIDENT'S REPORT
- 6. FIRST READINGS INTRODUCTION**

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

Administration & Community Affairs (Chair Hughes)

- a) Approve the Engagement Letter from Chapman and Cutler, LLP for bond counsel services in the amount of \$33,000 for the proposed 2018 General Obligation Bonds (Sales Tax Alternate Revenue Source)
- b) Approve the Engagement Letter from Speer Financial, Inc. to act as Municipal Advisor for the proposed 2018 General Obligation Bonds (Sales Tax Alternate Revenue Source) in the amount of \$41,250

Environment and Public Service (Chair Byrnes)

- c) Approve an agreement with Doherty and Associates to provide Owners Representative services for Phase II design and construction of a parking deck at a cost not to exceed \$60,900
- d) Award the Contract for Construction of the 2018 North Infrastructure Project to John Neri Construction Company, Inc. in the amount not to exceed \$7,356,648
- e) Award the Contract for Engineering Services for Construction Observation of the 2018 North Infrastructure Project to GSG Consultants, Inc., in the amount not to exceed \$284,780

Zoning and Public Safety (Chair Stifflear)

f) Approve the increase in the number of sworn Firefighter/Paramedics by two personnel from 15 to 17 with the intent to revert back to 15 at the appropriate time after the retirement of two Fire Department employees

7. CONSENT AGENDA

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

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

a) Approval and payment of the accounts payable for the period of March 7, 2018 to March 20, 2018, in the aggregate amount of \$852,010.25 as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk***

Environment and Public Service (Chair Brynes)

- b) Approve a Highway Authority Agreement and Environmental Indemnity Agreement with Speedway, LLC for 50 S. Garfield Street (First Reading March 6, 2018)
- c) Approve the Professional Engineering Services for The Pines/Birchwood Avenue Drainage Study in the amount not to exceed \$13,900 awarded to Christopher B. Burke Engineering, Ltd. (First Reading March 6, 2018)
- d) Approve a construction change order for the parking deck electrical and fire suppression systems totaling \$72,070 as quoted by Bulley and Andrews (First Reading March 6, 2018)
- e) Approve an Ordinance Authorizing the Vacation of a Certain Portion of an Unimproved Alley Situated East of and Adjoining 845 S. Thurlow Street in the Village of Hinsdale, DuPage and Cook Counties, Illinois***
- f) Approve the award of Tree Maintenance Bid #1641 to Steve Piper and Sons for tree maintenance services in the amount not to exceed the budgeted amount of \$84,157***
- g) Award Trees R Us, Inc. the elm inoculation in the bid comparison amount of \$12.05 per inch not to exceed the proposed budgeted amount of \$105,105 and the ash tree trunk injection in the bid comparison amount of \$6.29 per inch not to exceed the proposed budgeted amount of \$7,579; TruGreen LP the ash tree soil injection in the bid comparison amount of \$1.10 per inch not to exceed the proposed budgeted amount of \$8.299***

Zoning and Public Safety (Chair Stifflear)

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

8. SECOND READINGS / NON-CONSENT AGENDA - ADOPTION

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

Environment and Public Service (Chair Byrnes)

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

- b) Approve a Resolution Authorizing Execution of a Contract between the Village of Hinsdale and Allied Waste Services for the Collection and Disposal of Solid Waste, Landscape Waste, and Recyclable Materials; **and**
- c) Approve an Ordinance Amending Various Sections of Title 4 (Health and Sanitation), Chapter 3 (Solid Waste, Landscape Waste, and Recycling) of the Hinsdale Village Code Relative to Solid, Landscape, and Recyclable Waste Collection Services (First Reading – March 6, 2018)

Zoning and Public Safety (Chair Stifflear)

- d) Approve an Ordinance Approving a Major Adjustment to a Planned Development Hinsdale Meadows (Southeast Corner of 55th Street and County Line Road) Hinsdale Meadows, LLC** (First Reading March 6, 2018)
- e) Approve an Ordinance Approving Exterior Appearance Plans for Front and Rear Building Façade Work 36 E. Hinsdale Avenue** (First Reading March 6, 2018)
- f) Refer to the Plan Commission for further hearing and review of a Third Major Adjustment to a Site Plan and Exterior Appearance Plan for Site Plan Changes to the property located at 830 N. Madison Street Salt Creek Club** (First Reading March 6, 2018)

9. DISCUSSION ITEMS

- a) Liquor license request from Harry & Eddies
- b) Liquor license request from Walgreens
- c) Hinsdale Middle School early construction start time request
- d) Update on proposed I-294 Tollway expansion

10. DEPARTMENT AND STAFF REPORTS

- a) Fire
- b) Public Services

11. REPORTS FROM ADVISORY BOARDS AND COMMISSIONS

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

17. ADJOURNMENT

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

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

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

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

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

Website http://villageofhinsdale.org

VILLAGE OF HINSDALE REGULAR MEETING OF THE VILLAGE BOARD OF TRUSTEES March 6, 2018

The regularly scheduled meeting of the Hinsdale Village Board of Trustees was called to order by Village President Tom Cauley in Memorial Hall of the Memorial Building on Tuesday, March 6, 2018 at 7:33 p.m., roll call was taken.

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

Absent: None

Also Present: Village Manager Kathleen A. Gargano, Village Attorney Michael Marrs, Assistant Village Manager/Finance Director Darrell Langlois, Assistant Village Manager/Director of Public Safety Brad Bloom, Police Chief Brian King, Fire Chief John Giannelli, Director of Public Services George Peluso, Director of Community Development/Building Commissioner Robb McGinnis, Village Engineer Dan Deeter, Village Planner Chan Yu, Superintendent of Forestry John Finnell, Administration Manager Emily Wagner, Management Analyst Jean Bueche and Village Clerk Christine Bruton

PLEDGE OF ALLEGIANCE

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

APPROVAL OF MINUTES

a) Regular Meeting of February 6, 2018

Following corrections to the draft minutes, Trustee Elder moved to approve the draft minutes of the Regular Meeting of February 6, 2018, as amended. Trustee Byrnes seconded the motion.

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

NAYS: None ABSTAIN: None ABSENT: None

Motion carried.

b) Closed Session Meeting of February 6, 2018

There being no changes or corrections to the draft minutes, Trustee Hughes moved to approve the draft minutes of the Closed Session Meeting of February 6, 2018, as presented. Trustee Elder seconded the motion.

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

NAYS: None

Village Board of Trustees Regular Meeting of March 6, 2018 Page 2 of 11

ABSTAIN: None **ABSENT:** None

Motion carried.

c) Special Meeting of February 15, 2018

Following corrections to the draft minutes, Trustee Hughes moved to approve the draft minutes of the Special Meeting of February 15, 2018, as amended. Trustee Elder seconded the motion.

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

NAYS: None ABSTAIN: None ABSENT: None

Motion carried.

CITIZENS' PETITIONS

None.

VILLAGE PRESIDENT'S REPORT

President Cauley reported the status of the tollway expansion project. On August 2, 2016, Village Manager Kathleen A. Gargano, Assistant Village Manager/Director of Public Safety Brad Bloom and he met with Chairman Schillerstrom at the tollway's offices. They told him then, and have several times since then, that Hinsdale does not want the sound walls moved because that would adversely affect park land and reduce home values. Despite the Village's alternative suggestions, Mr. Schillerstrom was adamant that the tollway would be widened uniformly from 95th Street to Balmoral, because to do otherwise would create bottlenecks.

Last week the tollway authority met with area fire chiefs, who were shown a map that indicates they plan not to widen the tollway uniformly after all. In fact, the only area to be widened to seven lanes is through Hinsdale. There has been no explanation nor any plan or study from Mr. Schillerstrom as to how this will alleviate congestion. President Cauley explained that based on the plan that was originally shared with the Village for a six lane expansion, the Village hired an engineer who was able to design a roadway that did not move the sound walls in either Hinsdale or Western Springs. This is a \$4 billion dollar project that includes a bus lane to O'Hare airport which makes no sense

Yesterday, residents that will lose part of their property received letters from the tollway. There will be a meeting on March 15th at Union Church to talk about moving the sound wall. He urged all residents to attend the meeting to oppose this project. It is a waste of taxpayer money.

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

President Cauley thanked Trustee Elder for his help in reaching an accommodation with the Furey family regarding their request to remove the landmark status from their home at 244 E. First Street. The final ordinance provides that no demolition permit will be issued on the property on or before September 30, 2018. The ordinance also provides incentive to a purchaser to renovate the property by waiving Historic Preservation Commission review. He referenced a side letter which is an agreement between the Fureys and the Village that they will not apply for a permit to demolish the building on or before September 30th. Further, they agree to attempt to sell on a publicly listed market no later than April 1, 2018 until the property is sold or until September 30th. The rationale is the Village cannot be in a position, when there are health or financial issues, to lock up the property indefinitely. The best we can do as a Village is to let people know the house is available to be rehabilitated. At some point the Fureys need to be free to sell the property.

Trustee Stifflear commented that these residents never took advantage of any tax benefit, if they had he would view this situation differently. With respect to timing, he added that the Historic Preservation Commission (HPC) did a good job illustrating that it can take as long as 18-24 months to sell an historic home, this ordinance provides for one full selling season. He wants preservationists in the community to know the Board is trying to balance the needs of the resident and the community. Trustee Hughes said he believes this restriction on the property is commensurate with any benefit to residents; we worked hard on a compromise to find reasonable restrictions. Trustee Posthuma pointed out the inconsistencies in the code regarding provisions for financial withdrawal with respect to landmarking and certificates of appropriateness. believes that moving forward these provisions should be harmonized and one should not be more stringent than the other. President Cauley said the Board should look at this again this summer, when there isn't a case before the Board. Trustee Stifflear added that the Board should consider the relaxation of certain codes, perhaps floor area ratio (FAR) or rear yard setback restrictions to encourage residents to landmark their homes. President Cauley said people want to add on and modernize, and if we want to keep these homes we need to address this.

Trustee Hughes moved to Approve an Ordinance Approving Withdrawal of an Historic Landmark Designation for 244 East First Street – HPC Case No. 10-2017, and the entering into a side letter with the Fureys concerning the removal of the landmark designation and agreements on conditions for the accommodations. Trustee Elder seconded the motion.

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

NAYS: None ABSTAIN: None ABSENT: None

Motion carried.

FIRST READINGS - INTRODUCTION

Environment and Public Service (Chair Byrnes)

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

Trustee Byrnes introduced the item and explained that an old storage tank on this property had leaked, but the affected area has been paved. The Illinois Environmental Protection Agency (IEPA) does not feel there is any danger in leaving the tank as it is. The Highway Authority Agreement and the environmental indemnity agreement will memorialize the situation and protect the Village. These documents have been reviewed by Huff & Huff, our environmental consultant, and the Village Attorney. Discussion followed regarding what might happen if Speedway, LLC. went out of business, or if something happened down the line. Village Attorney Michael Marrs explained the indemnification is indefinite.

The Board agreed to move this item to the Consent Agenda of their next meeting.

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

Trustee Byrnes introduced the item explaining there is a severe water problem in this area, and Christopher B. Burke Engineering will be hired to study the continued flooding in this area.

The Board agreed to move this item to the Consent Agenda of their next meeting.

- c) Approve a Resolution Authorizing Execution of a Contract Extension Agreement between the Village of Hinsdale and Allied Waste Services for the Collection and Disposal of Solid Waste, Landscape Waste, and Recyclable Materials; and
- d) Approve a Resolution Authorizing Execution of a Contract between the Village of Hinsdale and Allied Waste Services for the Collection and Disposal of Solid Waste, Landscape Waste, and Recyclable Materials; and
- e) Approve an Ordinance Amending Various Sections of Title 4 (Health and Sanitation), Chapter 3 (Solid Waste, Landscape Waste, and Recycling) of the Hinsdale Village Code Relative to Solid, Landscape, and Recyclable Waste Collection Services (Discussion Item February 6, 2018)

Trustee Byrnes introduced the three items related to the Village waste hauling contract; the first item is an extension of the old contract to allow time to notify residents of changes in their service, the second item approves the new contract with Allied Waste Services that includes new features and pricing, and the third item is a change to scavenger fees which brings us in line with other area communities.

Features of the new agreement include a senior discount for back door pick up. The default for refuse pickup will be curbside, but residents can opt for back door pickup. With respect to an annual clean up or amnesty day, the fee would be \$.90 per household. Trustee Byrnes explained that he polled the Environment and Public Safety Committee (EPS) regarding an amnesty day, and they are 3-1 against it. Trustee Hughes commented that he was the vote in favor of an amnesty day because he has friends on the north shore that think it is advantageous, and he suggested staff get more information on this subject.

Administration Manager Emily Wagner noted that based on results of the survey last year, residents want an amnesty day.

Discussion followed regarding the methods by which to inform residents of the new contract, including the Village website, eHinsdale, rotary luncheons and press releases. Additionally, the contractor will send a mailer to every household.

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

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

Trustee Byrnes introduced the item and explained with respect to the electrical system, the Village could tie into a shared panel with the middle school, but by having our own panel, the Village can take advantage of our existing franchise agreement with ComEd. It is anticipated that the panel will pay for itself with annual savings. If, however, the Village elects to charge a fee for the parking in the deck, then we will have to pay for the electricity, but it will take a couple of years before that would be determined. He also commented this scenario would eliminate any problems that could arise with two government agencies and one bill. Regarding fire suppression, the Village will save on the construction costs of connecting directly to the water main, and share the costs of a fire sprinkler pump that will serve both the middle school building and parking deck.

The Board agreed to move this item to the Consent Agenda of their next meeting.

Zoning and Public Safety (Chair Stifflear)

g) Approve an Ordinance Approving a Major Adjustment to a Planned Development – Hinsdale Meadows (Southeast Corner of 55th Street and County Line Road)- Hinsdale Meadows, LLC

Trustee Stifflear introduced the item which is a major adjustment to the Hinsdale Meadows development. In December 2017, the Village Board approved a planned unit development for a 64-unit residential, age-targeted community. The final approval included exterior materials primarily consisting of stucco and brick. The developer is requesting permission to substitute Hardie board siding and stone as the primary exterior materials in lieu of the stucco and brick. It is his understanding that if they were only changing materials, this could move quickly, but now there are site line and exterior elevation changes. This request is the result of recommendations from local brokers and potential customers. Trustee Stifflear noted that he had conversations with two local residential architects and both believe the new materials are consistent with or better than the previously approved materials. If this Board thinks the new materials are in conformity with the detailed plan previously approved, this matter can move forward for a second reading. Otherwise, it would be referred back to the Plan Commission for a public hearing.

Mr. Jerry James, of Edward R. James Partners, addressed the Board and reiterated these changes are the result of feedback from brokers and customers. He reported that 45% of the single family properties are committed, and of those 2/3 are Hinsdale residents. He stated they are always open to change, and will be able to offer greater diversity with the new elevations. He explained that the materials will provide architectural integrity, but no change to the mass, coverage or height of the buildings. President Cauley said because this is a planned development the Village has some control over this, but the Board needs to be sensitive about what the Plan Commission approved. It is more than just a change in materials. The question is whether it is different enough that it should be reviewed, and

does it change the character of what was approved. Mr. James stated the floor plans and roof lines are not changing in any substantive way. Director of Community Development Robb McGinnis confirmed that the Plan Commission reviewed the individual elevations and designs in depth. The Board reviewed PowerPoint illustrations of the changes on each new elevation. Discussion followed regarding the changes.

Trustee Stifflear asked that should this move forward for a second reading, Mr. James should provide the Board with side by side renderings of each elevation. He will show this to Plan Commission Chairman Steve Cashman and the two local architects who initially reviewed the plans for their feedback. Mr. James stated they will bring samples of the materials to the next meeting, as well.

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

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

Trustee Stifflear introduced the item which is a request to install a distributed antenna system (DAS), on an existing utility pole at the high school in the public right-of-way near the pool and gymnasium on south Grant Street. This site has been identified as capacity deficient and this installation will improve cellular and 911 connectivity. He explained that while Federal and State law provides the right for carriers to use the public right-of-way, local municipalities have rights to review the aesthetics of the antenna and related equipment to minimize the effect on the surrounding neighborhood.

Ms. Michele Rowland, Mobilitie Network Real Estate Specialist, addressed the Board and explained this site was chosen because there was a need. They have been working with Village Planner Chan Yu on the aesthetics; the new equipment will be painted to match the existing pole. The distribution box will be installed at 11' feet high, and is about the size of a shoebox. The installation will take only a few hours, there no underground wires, and will be done when school is not in session. As of right now, this is the only identified site. She explained that this is technically not a DAS, which would allow for multiple carriers, this is only for Sprint. There is only one antenna per pole; this installation targets wireless data. The Board agreed this is not an invasive location. Discussion followed regarding legislation with the governor that will impact municipal rights.

The Board agreed to move this item to the Consent Agenda of their next meeting.

i) Approve an Ordinance Approving Exterior Appearance Plans for Front and Rear Building Façade Work – 36 E. Hinsdale Avenue

Trustee Stifflear introduced the item which pertains to the old Verizon store. This is a two-story commercial building located in the B2 Central Business District. The proposed plan includes a new front entry alcove on the east corner for direct access to the second floor. This will allow separate entrance to both floors and will improve the prospects of leasing the spaces. This will not change the building dimensions, height, setbacks or FAR. The applicant is also requesting a change to the entrance on the back of the building to remove an existing blue overhead door and infill it with matching brick, and replace an existing 3' foot wide rear door with a 5' foot wide aluminum door and black awning. The Plan Commission reviewed this matter on February 14, 2018, and recommended unanimously to approve the exterior appearance plan application.

Mr. Shaun Blomquist, architect for the project, clarified that the elevator can be entirely contained within the building, and no bump-out will be required at the rear elevation.

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

j) Approve an Ordinance approving a Third Major Adjustment to a Site Plan and Exterior Appearance Plan for Site Plan Changes to the Property located at 830 N. Madison Street – Salt Creek Club

Trustee Stifflear introduced the item and provided background on the matter stating the planned development project was approved in 2006. In 2015, the first major adjustment was approved to build a new clubhouse. In January 2016 a second major adjustment was approved to make changes to the clubhouse, including removal of existing stone, windows, the addition of HVAC vents, a sliding patio door system and a backup generator. During staff's review of the work done for the second major adjustment, it was found that the work was not consistent with approvals. This third major adjustment will address this work that is already constructed. He noted each of the changes from the original approvals, all are code compliant, but include, among others, the relocation of a paver patio and canopy. relocation of certain parking spaces, a wider asphalt driveway and the addition of a storage At this point, the Board can determine these changes are not in substantial conformity with the original detail plan and send this back to the Plan Commission for review, or that these changes are substantially consistent and treat this as a first read. Mr. Rick Alas, past president of the Salt Creek Club, and Board member Bob Crane addressed the Board, addressed the Board. Mr. Alas said he and Mr. Crane have been involved in this six year process, he acknowledges the changes, and stated they hope to resolve these with the Village. Mr. Crane explained the rationale for some of the changes that were made during the building process. Discussion followed. President Cauley cautioned against circumventing the process, minor changes are not a problem, but a list of 10 is more substantial. However, if the Board thinks the changes are minor and in substantial conformity to what was originally approved, the Board can approve, but this does not look like what the Plan Commission approved. President Cauley is reluctant to send the matter back, and Trustee Elder added some of the changes are inconsequential, but not all of them. The Board agrees the Plan Commission will likely approve these

Trustee Stifflear stated that Village Board finds that this request is not in substantial conformity with the site plan and **moved that this request be referred to the Plan Commission for further review**. Trustee Elder seconded the motion.

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

NAYS: None ABSTAIN: None ABSENT: None

changes.

Motion carried.

CONSENT AGENDA

Administration & Community Affairs (Chair Hughes)

a) Trustee Elder moved Approval and payment of the accounts payable for the period of February 16, 2018 to March 6, 2018, in the aggregate amount of \$871,320.46 as set forth

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

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

NAYS: None ABSTAIN: None ABSENT: None

Motion carried.

The following items were approved by omnibus vote:

- b) Approve a street closure on Chicago Avenue and Burlington Drive from Washington Street to Garfield Street on the following Sundays: June 17, 2018, August 12, 2018 and October 7, 2018 for a Fuelfed coffee and classic car event (First Reading February 15, 2018)
- c) Approve an Ordinance Authorizing the Sale by Auction or Disposal of Personal Property Owned by the Village of Hinsdale

Environment and Public Service (Chair Brynes)

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

Trustee Elder moved to approve the Consent Agenda, as presented. Trustee Byrnes 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 a month to month contract with Mac Strategies Group, Inc., Chicago, Illinois in an amount not to exceed \$6,500 per month for the period of February 28, 2018 through March 31, 2018 for lobbyist services related to the Illinois State Toll Highway Authority expansion project (Discussion – January 9, 2018)

Assistant Village Manager/Director of Public Safety Brad Bloom explained staff feels the lobbyist is still providing a benefit and meeting with decision makers in the legislature.

Trustee Hughes moved to Approve a month to month contract with Mac Strategies Group, Inc., Chicago, Illinois in an amount not to exceed \$6,500 per month for the period of February 28, 2018 through March 31, 2018 for lobbyist services related to

the Illinois State Toll Highway Authority expansion project. Trustee Elder seconded the motion.

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

NAYS: None ABSTAIN: None ABSENT: None

Motion carried.

Environment and Public Service (Chair Byrnes)

b) Approve an Intergovernmental Agreement (IGA) between the Village of Hinsdale and Community Consolidated District 181, for the construction and maintenance of a parking deck (First Reading – February 15, 2018)

Trustee Byrnes introduced the item, stating there have been no new developments, and District 181 has signed off on the agreement.

Trustee Elder moved to Approve an Intergovernmental Agreement (IGA) between the Village of Hinsdale and Community Consolidated District 181, for the construction and maintenance of a parking deck. Trustee Ripani seconded the motion.

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

NAYS: None ABSTAIN: None ABSENT: None

Motion carried.

c) Approval of an agreement with Wight and Company to provide design and construction management services to build a parking deck per the terms of the contract for a cost not to exceed \$1,058,653. (First Reading – February 15, 2018)

Trustee Byrnes introduced the item which is an agreement with Wight & Company to design and manage construction of the parking deck. The first meeting with Wight was held last week, it went well and we will continue to meet as needed. They have six months to design the deck, before going to bid. When the construction ready site is turned over in about a year, the Village will have six months to build the deck. Trustee Stifflear asked if there was risk involved in completing within that time frame. Mr. Steve Collins, from "Wight and Company, said the only risk is weather, but it is minimal. He stated the plan will be such that that period of time is more than adequate. He added there is some work that can be done in the winter should it be ready earlier than anticipated.

Trustee Byrnes moved Approval of an agreement with Wight and Company to provide design and construction management services to build a parking deck per the terms of the contract for a cost not to exceed \$1,058,653. Trustee Posthuma seconded the motion.

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

NAYS: None ABSTAIN: None

Village Board of Trustees Regular Meeting of March 6, 2018 Page 10 of 11

ABSENT: None

Motion carried.

Zoning and Public Safety (Chair Stifflear)

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

DISCUSSION ITEMS

a) IPM Report Presentation

Superintendent of Forestry John Finnell addressed the Board and provided brief summary of the Integrated Pest Management (IPM) report that was adopted in 1995 to promote public health, safety and welfare in green spaces and minimize the use of chemicals. He explained that the Village uses best management practices first, and chemical applications are always the last resort. He explained that the process has been developed with input from residents. The elements of Hinsdale's IPM program include turf maintenance, prairie maintenance, tree preservation, mosquito abatement and sustainable landscapes. He noted that Hinsdale has a unique healthy elm population tracked since 1955. The Village already overseeds turf, does prescribed burns, and pro-actively injects elm and ash trees on a three-year cycle. Currently, most tree losses are the life process of the tree.

Ms. Ruta Jensen of 215 N. Grant Street addressed the Board stating she appreciates the Boards efforts to promote health, safety and welfare, but doesn't think the public always knows what this is. She doesn't believe the Village always uses the least toxic pesticides and thinks the condition of all areas should be monitored three times a year, not once. She believes good record keeping is essential so it can be evaluated. She acknowledged that staffing is a problem. She expressed concern that current documentation is insufficient to keep the program on track when there is a staff change. She specifically noted that the chemical Tri-Power is used, and she outlined the dangers of this usage.

Trustee Hughes commented that if the Village is not doing what is in the plan, the Board should be informed in a timely way, and recommended a mid-year check-in.

b) 2018 Roadway Construction Update

No additional update provided.

c) Update on proposed I-294 Tollway expansion

Item discussed under Presidents Report.

DEPARTMENT AND STAFF REPORTS

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

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

Village Board of Trustees Regular Meeting of March 6, 2018 Page 11 of 11

Ms. Gargano updated the Board regarding vehicle stickers, stating they went on sale March 1st and the new ability to purchase online is very successful. More stickers have been sold online than in person at Village hall.

REPORTS FROM ADVISORY BOARDS AND COMMISSIONS

No reports.
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 March 6, 2018. 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 9:30 p.m.
ATTEST: Christine M. Bruton, Village Clerk



REQUEST FOR BOARD ACTION Finance

AGENDA SECTION:

First Reading - ACA

SUBJECT:

Bond Counsel Services

MEETING DATE:

March 20, 2018

FROM:

Darrell Langlois, Assistant Village Manager/Finance Director

Recommended Motion

Move to Approve the Engagement Letter from Chapman and Cutler, LLP for bond counsel services in the amount of \$33,000 for the proposed 2018 General Obligation Bonds (Sales Tax Alternate Revenue Source).

Background

For many years, the Village has used the firm of Chapman and Cutler, LLP for bond counsel services for all of its debt issues. In each case staff has been very satisfied with the services received. Fees for bond counsel services are typically tiered based on the size of the bond issue, with subsequent price adjustments possible due to the complexity of the issue (refunding bonds and special service area bonds are typically more complex). When \$10 million in bonds were sold in 2017, the Village approved a fee amount of \$22,000 for these services. At that time the Village also "locked in" a fee quote of \$22,000 for each of two subsequent \$10 million bond issues that were expected to occur in 2018 and 2019.

Discussion & Recommendation

Due to changes associated with the Accelerated MIP, it is the recommendation of the Village Board/Finance Commission sub-committee that all \$20 million in bonds remaining be sold now to mitigate against the risk of rising interest rates. This change has required me to re-negotiate the fee quote with Chapman and Cutler now that only one bond sale is expected. It is my recommendation that the Village accept the fee quote of \$33,000 proposed by Chapman and Cutler as the size of the issue is double what was sold last year. It is important to note that this fee amount is \$11,000 less than would have been paid if the Village were to have sold bonds two times versus the one issue being proposed now.

Budget Impact

Proceeds from the upcoming bond sale will be used to pay these charges and are accounted for in account 4505-7750 Bond Issuance Costs

Village Board and/or Committee Action

None.

Documents Attached

1. Engagement Letter from Chapman and Cutler, LLP

Lawrence E. White

111 West Monroe Street Chicago, Illinois 60603-4080

T 312.845.3426 F 312.516.3926 white@chapman.com

March 14, 2018

Mr. Darrell Langlois
Assistant Village Manager/Director of Finance
Village of Hinsdale
19 East Chicago Avenue
Hinsdale, Illinois 60521

Re:

e: Village of Hinsdale,
DuPage and Cook, Counties, Illinois (the "Village")
General Obligation Bonds (Sales Tax Alternate Revenue Source), Series 2018

Dear Darrell:

We are pleased to provide an engagement letter for our services as bond counsel for the bonds in reference (the "Bonds"). For convenience and clarity, we may refer to the Village in its corporate capacity and to you, the Village officers (including the governing body of the Village) and employees and general and special counsel to the Village, collectively as "you" (or the possessive "your"). You have advised us that the purpose of the issuance of the Bonds, briefly stated, is public infrastructure projects in and for the Village. You are retaining us for the limited purpose of rendering our customary approving legal opinion as described in detail below.

A. DESCRIPTION OF SERVICES

As Bond Counsel, we will work with you and the following persons and firms: the underwriters or other bond purchasers who purchase the Bonds from the Village (all of whom are referred to as the "Bond Purchasers"), counsel for the Bond Purchasers, financial advisors, trustee, paying agent and bond registrar and their designated counsel (you and all of the foregoing persons or firms, collectively, the "Participants"). We intend to undertake each of the following (the "Services") as necessary:

- 1. Review relevant Illinois law, including pending legislation and other recent developments, relating to the legal status and powers of the Village or otherwise relating to the issuance of the Bonds.
- 2. Obtain information about the Bond transaction and the nature and use of the facilities or purposes to be financed or, for any portion of the Bonds to be issued for refunding purposes, the facilities or purposes financed with the proceeds of the bonds to be refunded (the "Project").

Mr. Darrell Langlois March 14, 2018 Page 2

- 3. Review the proposed timetable and consult with the Participants as to the issuance of the Bonds in accordance with the timetable.
- 4. Consider the issues arising under the Internal Revenue Code of 1986, as amended, and applicable tax regulations and other sources of law relating to the issuance of the Bonds on a tax-exempt basis; these issues include, without limitation, ownership and use of the Project, use and investment of Bond proceeds prior to expenditure and security provisions or credit enhancement relating to the Bonds.
- 5. Prepare or review major Bond documents, including tax compliance certificates, review the bond purchase agreement, if applicable, and, at your request, draft descriptions of the documents which we have drafted. We understand that the Bonds will be sold at competitive sale and that the Village will be assisted in the preparation of sale documents and in the process of the sale itself by its financial advisor. As Bond Counsel, we assist you in reviewing only those portions of an official statement or any other disclosure document to be disseminated in connection with the sale of the Bonds involving the description of the Bonds, the security for the Bonds (excluding forecasts, projections, estimates or any other financial or economic information in connection therewith), the description of the federal tax exemption of interest on the Bonds and, if applicable, the "bank-qualified" status of the Bonds.
- 6. Prepare or review all pertinent proceedings to be considered by the governing body of the Village; confirm that the necessary quorum, meeting and notice requirements are contained in the proceedings and draft pertinent excerpts of minutes of the meetings relating to the financing.
- 7. Attend or host such drafting sessions and other conferences as may be necessary, including a preclosing, if needed, and closing; and prepare and coordinate the distribution and execution of closing documents and certificates, opinions and document transcripts.
- 8. Render our legal opinion regarding the validity of the Bonds, the source of payment for the Bonds and the federal income tax treatment of interest on the Bonds, which opinion (the "Bond Opinion") will be delivered in written form on the date the Bonds are exchanged for their purchase price (the "Closing"). The Bond Opinion will be based on facts and law existing as of its date. Please see the discussion below at Part D. Please note that our opinion represents our legal judgment based upon our review of the law and the facts so supplied to us that we deem relevant and is not a guarantee of a result.

B. LIMITATIONS; SERVICES WE DO NOT PROVIDE

Our Services as Bond Counsel are limited as stated above. Consequently, unless otherwise agreed pursuant to a separate engagement letter, our Services *do not* include:

Mr. Darrell Langlois March 14, 2018 Page 3

- 1. Giving any advice, opinion or representation as to the financial feasibility or the fiscal prudence of issuing the Bonds, including, without limitation, the undertaking of the Project, the investment of Bond proceeds, the making of any investigation of or the expression of any view as to the creditworthiness of the Village, of the Project or of the Bonds or the form, content, adequacy or correctness of the financial statements of the Village. We will not offer you financial advice in any capacity beyond that constituting services of a traditionally legal nature.
- 2. Except as described in Paragraph (A)(5) above, assisting in the preparation or review of an official statement or any other disclosure document with respect to the Bonds (which may be referred to as the "Official Statement") or performing an independent investigation to determine the accuracy, completeness or sufficiency of the Official Statement or rendering any advice, view or comfort that the Official Statement does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading. Please see our comments below at Paragraphs (D)(5) and (D)(6).
- 3. Independently establishing the veracity of certifications and representations of you or the other Participants. For example, we will not review the data available on the Electronic Municipal Market Access system website created by the Municipal Securities Rulemaking Board (and commonly known as "EMMA") to verify the information relating to the Bonds to be provided by the Bond Purchasers, and we will not undertake a review of your website to establish that information contained corresponds to that which you provide independently in your certificates or other transaction documents.
- 4. Supervising any state, county or local filing of any proceedings held by the governing body of the Village incidental to the Bonds.
- 5. Preparing any of the following requests for tax rulings from the Internal Revenue Service (the "IRS"), blue sky or investment surveys with respect to the Bonds, state legislative amendments or pursuing test cases or other litigation.
- 6. Opining on securities laws compliance or as to the continuing disclosure undertaking pertaining to the Bonds; and, after the execution and delivery of the Bonds, providing advice as to any Securities and Exchange Commission investigations or concerning any actions necessary to assure compliance with any continuing disclosure undertaking.
- 7. After Closing, providing continuing advice to the Village or any other party concerning any actions necessary to assure that interest paid on the Bonds will continue to be tax-exempt; e.g., we will not undertake rebate calculations for the Bonds without a separate engagement for that purpose, we will not monitor the investment, use or expenditure of Bond proceeds or the use of the Project, and we are not retained to respond to IRS audits.

Mr. Darrell Langlois March 14, 2018 Page 4

8. Any other services not specifically set forth above in Part A.

C. ATTORNEY-CLIENT RELATIONSHIP; REPRESENTATION OF OTHERS

Upon execution of this engagement letter, the Village will be our client, and an attorney-client relationship will exist between us. However, our Services as Bond Counsel are limited as set forth in this engagement letter, and your execution of this engagement letter will constitute an acknowledgment of those limitations. Also please note that the attorney-client privilege, normally applicable under state law, may be diminished or non-existent for written advice delivered with respect to Federal tax law matters.

This engagement letter will also serve to give you express written notice that from time to time we represent in a variety of capacities and consult with most underwriters, investment bankers, credit enhancers such as bond insurers or issuers of letters of credit, ratings agencies, investment providers, brokers of financial products, financial advisors, banks and other financial institutions and other persons who participate in the public finance market on a wide range of issues. One or more of such firms may be the winning bidder (*i.e.*, become the Bond Purchasers) at the public sale of the Bonds. Prior to execution of this engagement letter we may have consulted with one or more of such firms regarding the Bonds including, specifically, the Bond Purchasers. We are advising you, and you understand that the Village consents to our representation of it in this matter, notwithstanding such consultations, and even though parties whose interests are or may be adverse to the Village in this transaction are clients in other unrelated matters. Your acceptance of the winning bid constitutes consent to these other engagements. Neither our representation of the Village nor such additional relationships or prior consultations will affect, however, our responsibility to render an objective Bond Opinion.

Your consent does not extend to any conflict that is not subject to waiver under applicable Rules of Professional Conduct (including Circular 230 discussed below), or to any matter that involves the assertion of a claim against the Village or the defense of a claim asserted by the Village. In addition, we agree that we will not use any confidential non-public information received from you in connection with this engagement to your material disadvantage in any matter in which we would be adverse to you.

Circular 230 as promulgated by the U.S. Department of Treasury ("Circular 230") provides rules of professional conduct governing tax practitioners. Circular 230 includes provisions regarding conflicts of interest and related consents that in some respects are stricter than applicable state rules of professional conduct which otherwise apply. In particular, Circular 230 requires your consent to conflicts of interest be given in writing within 30 days of the date of this letter. If we have not received all of the required written consents by this date, we may be required under Circular 230 to "promptly withdraw from representation" of the Village in this matter.

Mr. Darrell Langlois March 14, 2018 Page 5

Further, this engagement letter will also serve to give you express notice that we represent many other municipalities, school districts, park districts, counties, townships, special districts and units of local government both within and outside of the State of Illinois and also the State itself and various of its agencies and authorities (collectively, the "governmental units"). Most but not all of these representations involve bond or other borrowing transactions. We have assumed that there are no controversies pending to which the Village is a party and is taking any position which is adverse to any other governmental unit, and you agree to advise us promptly if this assumption is incorrect. In such event, we will advise you if the other governmental unit is our client and, if so, determine what actions are appropriate. Such actions could include seeking waivers from both the Village and such other governmental unit or withdrawal from representation.

We anticipate that the Village will have its general or special counsel available as needed to provide advocacy in the Bond transaction and has had the opportunity to consult with such counsel concerning the conflict consents and other provisions of this letter; and that other Participants will retain such counsel as they deem necessary and appropriate to represent their interests.

D. OTHER TERMS OF THE ENGAGEMENT; CERTAIN OF YOUR UNDERTAKINGS

Please note our understanding with respect to this engagement and your role in connection with the issuance of the Bonds.

- 1. In rendering the Bond Opinion and in performing any other Services hereunder, we will rely upon the certified proceedings and other certifications you and other persons furnish us. Other than as we may determine as appropriate to rendering the Bond Opinion, we are not engaged and will not provide services intended to verify the truth or accuracy of these proceedings or certifications. We do not ordinarily attend meetings of the governing body of the Village at which proceedings related to the Bonds are discussed or passed unless special circumstances require our attendance.
- 2. The factual representations contained in those documents which are prepared by us, and the factual representations which may also be contained in any other documents that are furnished to us by you are essential for and provide the basis for our conclusions that there is compliance with State law requirements for the issue and sale of valid bonds and with the Federal tax law for the tax exemption of interest paid on the Bonds. Accordingly, it is important for you to read and understand the documents we provide to you because you will be confirming the truth, accuracy and completeness of matters contained in those documents at the issuance of the Bonds.

Mr. Darrell Langlois March 14, 2018 Page 6

- 3. If the documents contain incorrect or incomplete factual statements, you must call those to our attention. We are always happy to discuss the content or meaning of the transaction documents with you. Any untruth, inaccuracy or incompleteness may have adverse consequences affecting either the tax exemption of interest paid on the Bonds or the adequacy of disclosures made in the Official Statement under the State and Federal securities laws, with resulting potential liability for you. During the course of this engagement, we will further assume and rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security. We understand that you will cooperate with us in this regard.
- 4. You should carefully review all of the representations you are making in the transaction documents. We are available and encourage you to consult with us for explanations as to what is intended in these documents. To the extent that the facts and representations stated in the documents we provide to you appear reasonable to us, and are not corrected by you, we are then relying upon your signed certifications for their truth, accuracy and completeness.
- 5. Issuing the Bonds as "securities" under State and Federal securities laws and on a tax-exempt basis is a serious undertaking. As the issuer of the Bonds, the Village is obligated under the State and Federal securities laws and the Federal tax laws to disclose all material facts. The Village's lawyers, financial advisers and bankers can assist the Village in fulfilling these duties, but the Village in its corporate capacity, including your knowledge, has the collective knowledge of the facts pertinent to the transaction and the ultimate responsibility for the presentation and disclosure of the relevant information. Further, there are complicated Federal tax rules applicable to tax-exempt bonds. The IRS has an active program to audit such transactions. The documents we prepare are designed so that the Bonds will comply with the applicable rules, but this means you must fully understand the documents, including the representations and the covenants relating to continuing compliance with the federal tax requirements. Accordingly, we want you to ask questions about anything in the documents that is unclear.
- 6. As noted, the members of the governing body of the Village also have duties under the State and Federal securities and tax laws with respect to these matters and should be knowledgeable as to the underlying factual basis for the bond issue size, use of proceeds and related matters.
- 7. We are also concerned about the adoption by the Village of the gift ban provisions of the State Officials and Employees Ethics Act, any special ethics or gift ban ordinance, resolution, bylaw or code provision, any lobbyist registration ordinance, resolution, bylaw or code provision or any special provision of law or ordinance, resolution, bylaw or code provision relating to disqualification of counsel for any reason. We are aware of the provisions of the State Officials and Employees Ethics Act and will assume that you are aware of these provisions as

Mr. Darrell Langlois March 14, 2018 Page 7

well and that the Village has adopted proceedings that are only as restrictive as such Act. However, if the Village has stricter provisions than appear in such Act or has adopted such other special ethics or lobbyist provisions, we assume and are relying upon you to advise us of same.

E. FEES

As is customary, we will bill our fees as Bond Counsel on a transactional basis instead of hourly. Disbursements and other non-fee charges are billed separately and in addition to our fees for professional services. Factors which affect our billing include: (a) the amount of the Bonds; (b) an estimate of the time necessary to do the work; (c) the complexity of the issue (number of parties, timetable, type of financing, legal issues and so forth); (d) recognition of the partially contingent nature of our fee, since it is customary that in the case no financing is ever completed, we render a greatly reduced statement of charges; and (e) a recognition that we carry the time for services rendered on our books until a financing is completed, rather than billing monthly or quarterly.

Based upon our current understanding of the terms, structure, size and schedule of the proposed financing, the duties we will undertake pursuant to this engagement letter, the time we estimate will be necessary to effectuate the transaction and the responsibilities we will assume, we expect that our fee will be \$33,000 for the Bonds.

Our statement of charges is customarily rendered and paid at Closing, or in some instances upon or shortly after delivery of the bond transcripts; we generally do not submit any statement for fees prior to the Closing, except in instances where there is a substantial delay from the expected timetable. In such instances, we reserve the right to present an interim statement of charges. If, for any reason, the Bonds are not issued or are issued without the rendition of our Bond Opinion as bond counsel, or our services are otherwise terminated, we expect to negotiate with you a mutually agreeable compensation.

The undersigned and Seema Patel will be the attorneys primarily responsible for the firm's services on this Bond issue, with assistance as needed from other members of our bond, securities and tax departments.

F. RISK OF AUDIT BY INTERNAL REVENUE SERVICE

The IRS has an ongoing program of auditing tax-exempt obligations to determine whether, in the view of the IRS, interest on such tax-exempt obligations is excludable from gross income of the owners for federal income tax purposes. We can give no assurances as to whether the IRS might commence an audit of the Bonds or whether, in the event of an audit, the IRS would agree with our opinions. If an audit were to be commenced, the IRS may treat the Village as the taxpayer for purposes of the examination. As noted in Paragraph 7 of Part B above, the

Mr. Darrell Langlois March 14, 2018 Page 8

scope of our representation does not include responding to such an audit. However, if we were separately engaged at the time, and subject to the applicable rules of professional conduct, we may be able to represent the Village in the matter.

G. END OF ENGAGEMENT AND POST-ENGAGEMENT; RECORDS

Our representation of the Village and the attorney-client relationship created by this engagement letter will be concluded upon the issuance of the Bonds. Nevertheless, subsequent to the Closing, we will prepare and provide the Participants a bond transcript in a CD-ROM format pertaining to the Bonds and make certain that a Federal Information Reporting Form 8038-G is filed.

Please note that you are engaging us as special counsel to provide legal services in connection with a specific matter. After the engagement, changes may occur in the applicable laws or regulations, or interpretations of those laws or regulations by the courts or governmental agencies, that could have an impact on your future rights and liabilities. Unless you engage us specifically to provide additional services or advice on issues arising from this matter, we have no continuing obligation to advise you with respect to future legal developments.

This will be true even though as a matter of courtesy we may from time to time provide you with information or newsletters about current developments that we think may be of interest to you. While we would be pleased to represent you in the future pursuant to a new engagement agreement, courtesy communications about developments in the law and other matters of mutual interest are not indications that we have considered the individual circumstances that may affect your rights or have undertaken to represent you or provide legal services.

At your request, to be made at or prior to Closing, any other papers and property provided by the Village will be promptly returned to you upon receipt of payment for our outstanding fees and client disbursements. All other materials shall thereupon constitute our own files and property, and these materials, including lawyer work product pertaining to the transaction, will be retained or discarded by us at our sole discretion. You also agree with respect to any documents or information relating to our representation of you in any matter which have been lawfully disclosed to the public in any manner, such as by posting on EMMA, your website, newspaper publications, filings with a County Clerk or Recorder or with the Secretary of State, or otherwise, that we are permitted to make such documents or information available to other persons in our reasonable discretion. Such documents might include (without limitation) legal opinions, official statements, resolutions or ordinances, or like documents as assembled and made public in a governmental securities offering.

We call your attention to the Village's own record keeping requirements as required by the IRS. Answers to frequently asked questions pertaining to those requirements can be found

Mr. Darrell Langlois March 14, 2018 Page 9

on the IRS' website under frequently asked questions related to tax-exempt bonds at www.irs.gov (click on "Tax Exempt Bond Community", then "Frequently Asked Questions"), and it will be your obligation to comply for at least as long as any of the Bonds (or any future bonds issued to refund the Bonds) are outstanding, plus three years.

H. YOUR SIGNATURE REQUIRED

If the foregoing terms are acceptable to you, please so indicate by returning the enclosed copy of this engagement letter dated and signed by an authorized officer not later than 30 days after the date of this letter, retaining the original for your files. Please note that if we perform Services prior to your executing this engagement letter, this engagement letter shall be effective as of the date we have begun rendering the Services. We will provide copies of this letter to certain of the Participants to provide them with an understanding of our role. We look forward to working with you.

Very truly yours,

CHAPMAN AND CUTLER LLP

Accepted and Approved:

VILLAGE OF HINSDALE, DUPAGE AND COOK COUNTIES, ILLINOIS

By:_______

Title: ______, 2018

LEW/SGP

cc: Mr. Michael Marrs Mr. Kevin McCanna

Enclosure



AGENDA ITEM # 60
REQUEST FOR BOARD ACTION
Finance

AGENDA SECTION:

First Reading - ACA

SUBJECT:

Financial Advisor Services

MEETING DATE:

March 20, 2018

FROM:

Darrell Langlois, Assistant Village Manager/Finance Director

m

Recommended Motion

Move to Approve the Engagement Letter from Speer Financial, Inc. to act as Municipal Advisor for the proposed 2018 General Obligation Bonds (Sales Tax Alternate Revenue Source) in the amount of \$41,250.

Background

For many years, the Village has used the firm of Speer Financial Inc. for financial advisory services for all of its debt issues. In each case staff has been very satisfied with the services received. Fees for financial advisor services are typically tiered based on the size of the bond issue, and the standard fee schedule from Speer Financial has been unchanged for many years.

Discussion & Recommendation

Due to changes associated with the Accelerated MIP, it is the recommendation of the Village Board/Finance Commission sub-committee that all \$20 million in bonds remaining be sold now to mitigate against the risk of rising interest rates. Based on the standard fee schedule, fees for this bond sale would normally be \$55,000. Since the Village is proceeding with one bond sale instead of two, Speer Financial has agreed to lower its fee to \$41,250 (the mid-point between \$27,500 for a \$10 million issue and \$55,000 for a \$20 million issue). It is my recommendation that the Village accept the fee quote of \$41,250 as this amount is \$13,750 less than would have been paid if the Village were to have sold bonds two times versus the one issue being proposed now.

Budget Impact

Proceeds from the upcoming bond sale will be used to pay these charges and are accounted for in account 4505-7750 Bond Issuance Costs

Village Board and/or Committee Action

None.

Documents Attached

1. Engagement Letter from Speer Financial, LLP



PENDENT MUNICIPAL ADVISORS ESTABLISHED 1954

KEVIN McCANNA Chairman DANIEL FORBES President DAVID PHILLIPS Executive VP RAPHALIATA McKENZIE Senior VP

MAGGIE BURGER Senior VP ANTHONY MICELI Senior VP LARRY BURGER Vice President MARK JERETINA Vice President

March 13, 2018

Mr. Darrell Langlois Assistant Village Manager/Finance Director Village of Hinsdale 19 E. Chicago Ave. Hinsdale, IL 60521

Re:

Village of Hinsdale, DuPage and Cook Counties, Illinois

Issuance of General Obligation Bonds (Sales Tax Alternate Revenue Source), Series 2018A

Dear Darrell:

Speer Financial, Inc. ("Speer") is pleased to provide this Engagement Letter to the Village of Hinsdale, DuPage and Cook Counties, Illinois (the "Client") for our services as Municipal Advisor in connection with the issuance of the securities referenced above (the "Bonds"). The purpose of the issuance of the Bonds, briefly stated, is to finance certain public infrastructure projects, including, but not limited to, acquiring and constructing improvements to municipal roads and streets, access roads, bridges, and sidewalks; waste disposal systems; and water and sewer line extensions, water distribution and purification facilities, storm water drainage and retention facilities, and sewage treatment facilities and construction of a parking deck structure within the Village (the "Project").

Speer is providing this Engagement Letter to you to memorialize the terms of our engagement (the "Engagement") as your Municipal Advisor with respect to the Project. This Engagement Letter is required under current Federal securities law and serves to provide certain additional information to the Client, such as disclosures of services, fees, terms and termination, conflict of interest and any material disciplinary actions.

<u>Services.</u> Speer agrees to provide to the Client the municipal advisory services (the "Services") set forth in the attached **Exhibit A**. Certain limitations to Speer's Services are set forth in the attached **Exhibit B**. The Client, as an issuer of municipal securities, is also subject to certain other terms as it relates to the issuance of securities and Speer's Engagement. These terms are detailed in the attached **Exhibit C**.

<u>Authorization</u>. It is Speer's understanding that the Assistant Village Manager/Finance Director of the Client (the "Client Contact") is authorized to receive this Engagement Letter and discuss with Speer the terms and disclosures of this Engagement Letter. Speer may also rely on the authority of such Client Contact when receiving direction from such Client Contact in the course of Speer providing its Services.

Term and Termination. Speer's Engagement shall remain in effect until terminated by the Client or Speer upon at least thirty (30) days written notice to the other party. If the Client terminates the Engagement prior to the issuance of the Bonds, Speer expects to negotiate with the Client a mutually agreeable compensation for the Services provided by Speer prior to such termination.

Compensation. Speer's compensation for Services on the Bonds is set forth below.

As compensation for Speer's provision of the Services, Speer shall receive a fee based upon the par amount of the Bonds issued, calculated as follows:

Financial Advisory Services:

\$5,000 plus 1/4 of 1% of the municipal securities issued in excess of \$1,000,000.

This fee is the same regardless of the method of sale of the Bonds and is contingent on the sale of the Bonds.

This fee does not include the payment of Speer's out-of-pocket costs as further described in **Exhibit B**. See the attached **Exhibit D** for a description of the conflicts of interest in connection with each form of compensation.

Representations of Client. The factual representations contained in the documents which are prepared by Speer in the course of its Engagement, and the factual representations which may also be contained in any other documents that are furnished to Speer by the Client, are essential for and provide the basis for Speer's municipal advice. Accordingly, it is important for the Client to read and understand the documents Speer provides to the Client because the Client will be confirming the truth, accuracy and completeness of matters contained in those documents. Speer's Engagement does not include the verification of the truth or accuracy of such factual representations, as further described in the attached Exhibit C.

Required Disclosures. MSRB Rule G-42 requires that Speer provide the Client with disclosures of material conflicts of interest and information regarding certain legal events and disciplinary history. Such disclosures are provided in the attached **Exhibit D**. Should the Client have any questions or concerns with this disclosure, the Client should promptly contact Speer.

Risk Disclosure. Each form of financing has particular financial characteristics and inherent risks. Provided in the attached Exhibit E is a general description of the most commonly used security structures of fixed rate municipal bonds in Illinois as well disclosures on the risks of each structure known to Speer at this time. Should the Client have any questions or concerns with this disclosure, the Client should promptly contact Speer.

We sincerely appreciate this opportunity to be of service, and look forward to working with you.

Sincerely,

SPEER FINANCIAL, INC.

Its: Vice President

Telephone: 312-529-5887

Email: mjeretina@speerfinancial.com

EXHIBIT A

SPEER FINANCIAL, INC. MUNICIPAL ADVISOR SERVICES FOR Village of Hinsdale, Illinois

Financial Planning Services

- 1. Orientation: Reviewing the Client's current financial position, statutory authority, and financing capabilities, including whether a refunding or defeasance of any outstanding debt is appropriate.
- 2. Coordination: Coordinating financial planning and issuance details with the Client's staff, bond counsel, paying agents, rating agencies and other transaction participants.
- 3. *Consultation*: Consulting with the elected and key appointed officials and staff regarding the various phases of the development and implementation of a financing plan.
- 4. *Public Relations*: Responding to inquiries from the general public or news media relating to municipal issuance related matters.
- 5. Planning: Developing a debt financing plan that includes all or some of the following:
 - a. <u>Maturity Schedules</u> Alternative maturity schedules relating to the financing. These schedules may "wrap" around existing debt to provide stable tax rates, level debt service payments, or meet other policy or cash flow requirements as may be requested by the Client.
 - b. Market Receptivity An evaluation of potential market receptivity for each debt issuance and recommend the most suitable sale option.
 - c. <u>Tax Law</u> Consultation with bond counsel as to the ramifications of Federal tax law on the financing plan.
 - d. <u>Credit Rating and/or Insurance</u> A costs and benefits analysis regarding whether to obtain any available credit enhancements and/or a credit ratings.
 - e. <u>Competitive and Negotiated Sale of Debt Securities</u> An analysis and corresponding recommendation regarding the method of sale to be used in connection with the financing plan.
 - f. <u>Financing Timeline</u> A tentative financing timeline to guide officials regarding the timing of various aspects of the financing plan.

Competitive Sale Services

1. Authorizing Resolutions/Ordinances - Assist the Client's attorney and/or bond counsel with regard to the financial provisions to be included within the Client's authorizing resolutions/ordinances relative to the securities issuance.

- 2. Credit Rating and/or Insurance When applying for a credit rating and/or bond insurance, Speer will submit the necessary data and documents to the selected rating agency(ies) and/or insurance company(ies).
- 3. Disclosure Document, Notice of Sale and Bid Form:
- a. <u>Preparation of Documents</u> Prepare a preliminary Official Statement, Term Sheet, Statement of Facts or Limited Offering Memorandum (each a "Disclosure Document"), Notice of Sale and Bid Form. Following the award of the securities, Speer shall prepare the final Disclosure Document corresponding to the Project. The Disclosure Document will describe the securities being issued and will contain detailed information provided by the Client and bond counsel.
- b. <u>Notice of Sale Publication</u> Notify certain prospective purchasers of the sale and prepare, as necessary, a Notice of Sale.
- c. Encouragement to Bidders Circulate the preliminary Disclosure Document to certain potential purchasers, including as appropriate, investment institutions, banks and underwriters, to solicit bids from such firms for the Client's securities. Provide copies of the preliminary Disclosure Document and Official Bid Forms, as applicable, for each sale to the Client for distribution to local banks and elected officials.
- d. <u>Bid Opening, Analysis and Recommendations</u> Conduct each sale, examine the bids submitted for completeness and compliance with the applicable bidding requirements, evaluate the bids for accuracy, and recommend a proposed course of action relative thereto.
- 4. Preparation, Registration and Delivery of Securities Conduct all necessary undertakings in order to complete the financing, including monitoring the preparation, registration and delivery of the securities being issued.
- 5. Debt Service Schedule Provide the Client with a final debt service schedule and other financial materials pertinent to the securities sale.

Negotiated Sale Services

- 1. Authorizing Resolutions/Ordinances Assist the Client's attorney and/or bond counsel with regard to the financial provisions to be included within the Client's authorizing resolutions/ordinances relative to the securities issuance.
- 2. Credit Rating and/or Insurance When applying for a credit rating and/or bond insurance Speer will submit the necessary data and documents to the selected credit rating agency(ies) and/or insurance company(ies).
- 3. Disclosure Document and Proposals:
 - a. <u>Preparation of Documents</u> Prepare or assist in the preparation of a preliminary Disclosure Document, Request for Proposals (RFP) or Request for Qualifications (RFQ) if requested by the Client, and, following the award of the securities, the final Disclosure Document.

- b. <u>Proposal Analysis and Recommendations</u> Review and examine any proposals submitted for completeness and compliance with the applicable RFP/RFQ requirements, evaluate the proposals for accuracy, and recommend a proposed course of action relative to the proposals received.
- 4. Negotiation of Terms Negotiate with the selected underwriter(s)/purchaser(s) relative to interest rates, terms and conditions of the securities issuance.
- 5. Preparation, Registration and Delivery of Securities Conduct all necessary undertakings in order to complete the financing, including, monitoring the preparation, registration and delivery of the securities being issued.
- 6. Debt Service Schedule Provide the Client with a final debt service schedule and other financial materials pertinent to the securities sale.

Private Placement Services

- 1. Authorizing Resolutions/Ordinances Assist the Client's attorney and/or bond counsel with regard to the financial provisions to be included within the Client's authorizing resolutions/ordinances relative to the securities issuance.
- 2. Disclosure Document and Proposals:
 - c. <u>Preparation of Documents</u> Prepare or assist in the preparation of a preliminary Disclosure Document, Request for Proposals (RFP) or Request for Qualifications (RFQ) if requested by the Client, and, following the award of the securities, the final Disclosure Document.
 - d. <u>Proposal Analysis and Recommendations</u> Review and examine any proposals submitted for completeness and compliance with the applicable RFP/RFQ requirements, evaluate the proposals for accuracy, and recommend a proposed course of action relative to the proposals received.
- 3. Advise on Financing Terms Advise the client on the terms of the financing including the interest rate offered and the covenants required by the intended purchaser.
- 4. Preparation, Registration and Delivery of Securities Conduct all necessary undertakings in order to complete the financing, including, monitoring the preparation, registration and delivery of the securities being issued.
- 5. Debt Service Schedule Provide the Client with a final debt service schedule and other financial materials pertinent to the securities sale.

With respect to all private placement Services, Speer will always serve as municipal advisor to the Client and as such will not specifically identify investors/purchasers in a securities offering or negotiate specific terms with the investor/purchaser of the Client's securities. Speer will not negotiate terms to directly place an issuance of securities with an investor. Any investors contacted or solicited will be identified by the Client and contacted on behalf of the Client.

EXHIBIT B

LIMITATIONS TO SPEER'S MUNICIPAL ADVISOR SERVICES

Speer's duties as Municipal Advisor are limited to the Services detailed in Exhibit A. Among other things, Speer's Engagement does not include:

- 1. Giving any advice, opinion or representation as to the fiscal prudence or policy priority of issuing the securities or any other aspect of the securities transaction, including, without limitation, the undertaking of any project to be financed with the proceeds of the securities, as those are the Client's policy decisions.
- 2. Giving any opinion or advice on the legality of the securities or the tax status of the securities.
- 3. Preparing any of the following: requests for tax rulings from the Internal Revenue Service, blue sky or investment surveys with respect to the securities, state legislative amendments, or pursuing test cases or other litigation.
- 4. Undertaking rebate calculations for the securities or anything related to monitoring investments of securities proceeds or expenditure of securities proceeds, as that is a specialty service provided by others when appropriate.
- 5. Participating in the underwriting of the debt, as prohibited by Federal securities law.
- 6. Monitoring the actual use of proceeds, the timely expenditure of proceeds and the project completion status.
- 7. Verifying the accuracy of audited and unaudited financial statements.
- 8. Giving advice on the investment of securities proceeds.
- 9. Monitoring ongoing obligations and covenants entered into by the Client with respect to the securities, as these tasks are performed by the Client.
- 10. The Services do not include the payment by Speer of its "out of pocket" expenses, including but not limited to, the utilization of a bidding platform (*SpeerAuction* or *SpeerBids*), verification services as requested by the Client, mailing, overnight and messenger delivery and printing and copying costs.
- 11. Filing material events notices or otherwise assisting the Client with its continuing disclosure obligations, as such assistance is to be provided under a separate written agreement. Nothing in this Engagement Letter obligates Speer to provide, or the Client to pay for, any such continuing disclosure services.

EXHIBIT C

OTHER TERMS OF THE SPEER ENGAGEMENT

Please note the following with respect to the Client's role in connection with each issuance of securities.

- 1. It is important for the Client to read and understand the documents Speer provides to the Client because the Client will be confirming the truth, accuracy and completeness of matters contained in those documents at the issuance of the securities. If the documents contain incorrect or incomplete factual statements, the Client must call those to Speer's attention. Speer will not perform an independent investigation or verification to determine the accuracy, completeness or sufficiency of any such document or render any advice, view or comfort that the Disclosure Document or other disclosure document does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading. Any information in such documents does not constitute a review, audit or certified forecast of future events and any such financial information may not conform to accounting principles applicable to compilations of financial information. Any untruth, inaccuracy or incompleteness may have adverse consequences affecting either the tax exemption of interest paid on the securities or the adequacy of disclosures made in the Disclosure Document under State and Federal securities laws, with resulting potential liability for the Client. During the course of its Engagement, Speer will assume and rely on the Client to provide Speer with complete and timely information on all developments pertaining to any aspect of the securities and their security. Speer understands that the Client will cooperate with Speer in this regard.
- 2. To the extent that during the course of Speer's advising the Client a relevant matter comes to Speer's attention which appears to be contrary to what is contained in the transaction documents including any representations in the transaction documents or in the Disclosure Document, Speer may ask the Client about such apparent divergence of the facts; but to the extent that the facts and representations stated in the documents Speer provides to the Client, and are not corrected by the Client, Speer is then relying upon the Client's signed certifications for their truth, accuracy and completeness.
- 3. Issuing the securities as "securities" under State and Federal securities laws and on a tax-exempt basis is a serious undertaking. As the issuer of the securities, the Client is obligated under that State and Federal securities laws and the Federal tax laws to disclose all material facts. The Client has a duty to exercise "due diligence" in determining the accuracy and completeness of the information used in the Disclosure Document and the information upon which legal opinions related to the securities are based. The Client's lawyers, accountants and advisors can assist the Client in fulfilling these duties, but the Client in its corporate capacity, including the Client's knowledge, has the collective knowledge of the facts pertinent to the transaction and the ultimate responsibility for the presentation and disclosure of the relevant information.
- 4. Requirements of issuing debt include that the Client is current in its annual continuing disclosure obligations, including material events notices, and current in its arbitrage rebate obligations. These requirements are the obligation of the Client and not of Speer or bond counsel.

EXHIBIT D

REQUIRED DISCLOSURES

1. DISCLOSURE OF CONFLICTS OF INTEREST

A. Various Forms of Compensation

The Municipal Securities Rulemaking Board (MSRB) requires us, as your municipal advisor, to provide written disclosure to you about the actual or potential conflicts of interest presented by various forms of compensation. We must provide this disclosure unless you have required that a particular form of compensation be used. You should select a form of compensation that best meets your needs and the agreed upon scope of services.

The forms of compensation for municipal advisors vary according to the nature of the engagement and requirements of the Client, among other factors. Various forms of compensation present actual or potential conflicts of interest because they may create an incentive for an advisor to recommend one course of action over another if it is more beneficial to the advisor to do so. This document discusses various forms of compensation and the timing of payments to the advisor.

<u>Fixed fee.</u> Under a fixed fee form of compensation, the municipal advisor is paid a fixed amount established at the outset of the transaction. The amount is usually based upon an analysis by the Client and the advisor of, among other things, the expected duration and complexity of the transaction and the agreed-upon scope of work that the advisor will perform. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, the advisor may suffer a loss. Thus, the advisor may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. There may be additional conflicts of interest if the municipal advisor's fee is contingent upon the successful completion of a financing, as described below.

Hourly fee. Under an hourly fee form of compensation, the municipal advisor is paid an amount equal to the number of hours worked by the advisor times an agreed-upon hourly billing rate. This form of compensation presents a potential conflict of interest if the Client and the advisor do not agree on a reasonable maximum amount at the outset of the engagement, hecause the advisor does not have a financial incentive to recommend alternatives that would result in fewer hours worked. In some cases, an hourly fee may be applied against a retainer (e.g., a retainer payable monthly), in which case it is payable whether or not a financing closes. Alternatively, it may be contingent upon the successful completion of a financing, in which case there may be additional conflicts of interest, as described below.

Fee contingent upon the completion of a financing or other transaction. Under a contingent fee form of compensation, payment of an advisor's fee is dependent upon the successful completion of a financing or other transaction. Although this form of compensation may be customary for the Client, it presents a conflict because the advisor may have an incentive to recommend unnecessary financings or financings that are disadvantageous to the Client. For example, when facts or circumstances arise that could cause the financing or other transaction to be delayed or fail to close, an advisor may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

Fee paid under a retainer agreement. Under a retainer agreement, fees are paid to a municipal advisor periodically (e.g., monthly) and are not contingent upon the completion of a financing or other transaction. Fees paid under a retainer agreement may be calculated on a fixed fee basis (e.g., a fixed fee per month regardless of the number of hours worked) or an hourly basis (e.g., a minimum monthly payment, with additional amounts payable if a certain number of hours worked is exceeded). A retainer agreement does not present the conflicts associated with a contingent fee arrangement (described above).

Fee based upon principal or notional amount and term of transaction. Under this form of compensation, the municipal advisor's fee is based upon a percentage of the principal amount of an issue of securities (e.g., bonds) or, in the case of a derivative, the present value of or notional amount and term of the derivative. This form of compensation presents a conflict of interest because the advisor may have an incentive to advise the Client to increase the size of the securities issue or modify the derivative for the purpose of increasing the advisor's compensation.

B. Other Material Conflicts of Interest

The MSRB requires us, as your municipal advisor, to provide written disclosure to you about material conflicts of interest. The following represent Speer material conflicts of interest known to Speer as of the date of this Representation Letter.

As of the date of this Engagement, Speer is unaware of any material conflicts of interest.

2. DISCLOSURE OF LEGAL EVENTS AND DISCIPLINARY ACTION

The MSRB requires us, as your municipal advisor, to provide written disclosure to you of any legal or disciplinary events material to your evaluation of Speer or the integrity of Speer's management or advisory personnel.

<u>Material Legal or Disciplinary Event.</u> There are no legal or disciplinary events that are material to the Client's evaluation of Speer or the integrity of Speer's management or advisory personnel disclosed, or that should be disclosed, on any Form MA or Form MA-I filed with the SEC.

How to Access Form MA and Form MA-I Filings. Speer's most recent form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at:

http://www.sec.gov/cgi-bin/browse-edgar?action=getcompany&CIK=0001606944

Most Recent Change in Legal or Disciplinary Event Disclosure. Speer bas not made any material legal or disciplinary event disclosures on Form MA or any Form MA-I filed with the SEC.

3. FUTURE DISCLOSURES

As required by MSRB Rule G-42, the Required Disclosures found in this Exhibit D may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of Speer. Speer will provide the Client with any such supplemental or amended information as it becomes available through the term of the Municipal Advisory Relationship.

EXHIBIT E

FINANCIAL CHARACTERISTICS AND RISKS OF MUNICIPAL BONDS IN ILLINOIS

The following is a general description of the financial characteristics, security structures and risks of municipal fixed rate bonds ("Municipal Bonds") issued in Illinois. The risks being disclosed in this Exhibit E are those that are known to Speer at this time and should be considered by the Client prior to deciding whether to issue Municipal Bonds. If you have any questions or concerns about any disclosure made, please notify Speer immediately.

Financial Characteristics

Maturity and Interest. Municipal Bonds are interest-bearing debt securities issued by state and local governments, political subdivisions and agencies and authorities. Maturity dates for Municipal Bonds are fixed at the time of issuance and may include serial maturities (specified principal amounts are payable on the same date in each year until final maturity) or one or more term maturities (specified principal amounts are payable on each term maturity date) or a combination of serial and term maturities. The final maturity date typically will range between 10 and 30 years from the date of issuance. Interest on the Municipal Bonds typically is paid semiannually at a stated fixed rate or rates for each maturity date.

Redemption. Municipal Bonds may be subject to optional redemption, which allows you, at your option, to redeem some or all of the bonds on a date prior to scheduled maturity, such as in connection with the issuance of refunding bonds to take advantage of lower interest rates. Municipal Bonds will be subject to optional redemption only after the passage of a specified period of time, often approximately ten years from the date of issuance, and upon payment of the redemption price set forth in the bonds, which may include a redemption premium. You will be required to send out a notice of optional redemption to the holders of the bonds, usually not less than 30 days prior to the redemption date. Municipal Bonds with term maturity dates also may be subject to mandatory sinking fund redemption, which requires you to redeem specified principal amounts of the bonds annually in advance of the term maturity date. The mandatory sinking fund redemption price is 100% of the principal amount of the bonds to be redeemed.

Security

Payment of principal of and interest on a municipal security, including Municipal Bonds, may be backed by various types of pledges and forms of security, some of which are described below. The description below regarding "Security" is only a brief summary of certain possible security provisions for the bonds and is not intended as legal advice. You should consult with your bond counsel for further information regarding the security for the bonds.

General Obligation Bonds. "General obligation bonds" are debt securities to which your full faith and credit is pledged to pay principal and interest. If you have taxing power, generally you will pledge to use your ad valorem (property) taxing power to pay principal and interest. All taxable property in the taxing body is subject to the levy of taxes to pay the same without limitation as to rate or amount. The term "limited" tax is used when a limit exists as to the amount of the tax (see below). General obligation bonds constitute a debt and, depending on applicable state law, may require that you obtain approval by voters prior to issuance. In the event of default in required payments of interest or

principal, the holders of general obligation bonds have certain rights under state law to compel you to impose a tax levy.

Limited Bonds. Taxing bodies, subject to the Property Tax Extension Limitation Law of the State of Illinois, as amended (the "Extension Limitation Law"), can issue limited bonds. Limited bonds are issued in lieu of general obligation bonds that otherwise have been authorized by applicable law. They are payable from a separate property tax levy that is unlimited as to rate, but the amount of taxes that will be extended to pay the bonds is limited by the Extension Limitation Law. Limited bonds are payable from your debt service extension base (the "Base"), which is an amount equal to that portion of the extension for the applicable levy year for the payment of non-referendum bonds (other than alternate bonds or refunding bonds issued to refund bonds initially issued pursuant to referendum), increased each year, beginning with the 2009 levy year, by the lesser of 5% or the percentage in the Consumer Price Index for All Urban Consumers (as defined in the Extension Limitation Law) during the 12-month calendar year preceding the levy year. The Limitation Law further provides that the annual amount of taxes to be extended to pay the limited bonds and all other limited bonds heretofore and hereafter issued by you shall not exceed the Base less the amount extended to pay certain other non-referendum bonds heretofore and hereafter issued by you and bonds issued to refund such bonds.

Limited bonds constitute a debt. In the event of default in required payments of interest or principal, the holders of limited bonds have certain rights under state law to compel you to impose a tax levy (limited as set forth in the previous paragraph).

Alternate Bonds. Section 15 of the Local Government Debt Reform Act of the State of Illinois, as amended (the "Debt Reform Act"), permits you to issue alternate or "double-barrelled" bonds. Alternate bonds are general obligation bonds payable from enterprise revenues or from a revenue source, or both, with your general obligation acting as backup security for the bonds. Once issued, and until paid or defeased, alternate bonds are a general obligation, for the payment of which you pledge your full faith and credit. Such bonds are payable from the levy of ad valorem property taxes upon all taxable property in your taxing body without limitation as to rate or amount. The intent of the Debt Reform Act is for the enterprise revenues or the revenue source to be sufficient to pay the debt service on the alternate bonds so that taxes need not be levied, or, if levied, need not be extended, for such payment.

The Debt Reform Act prescribes several conditions that must be met before alternate bonds may be issued. First, alternate bonds must be issued for a lawful corporate purpose. If issued in lieu of revenue bonds (as described below), then the revenue bonds must have been authorized under applicable law (including satisfying any backdoor referendum requirements) and the alternate bonds must be issued for the purpose for which the revenue bonds were authorized. If issued payable from a revenue source limited in its purposes or applications, then the alternate bonds must be issued only for such limited purposes or applications.

Second, alternate bonds are subject to a backdoor referendum. The issuance of alternate bonds must be submitted to referendum if, within 30 days after publication of the authorizing ordinance and notice of intent to issue the alternate bonds, a petition is filed. The petition must be signed by the greater of (i) 7.5% of your registered voters or (ii) the lesser of 200 of the registered voters or 15% of the registered voters, asking that the issuance of the alternate bonds be submitted to referendum. Backdoor referendum proceedings for revenue bonds and for alternate bonds to be issued in lieu of revenue bonds may be conducted at the same time.

Notwithstanding the previous paragraph, in governmental units with fewer than 500,000 inhabitants that propose to issue alternate bonds payable solely from enterprise revenues, except for alternate bonds that finance or refinance projects concerning public utilities, public streets and roads or public safety facilities and related infrastructure and equipment, if no petition is filed within 45 days of publication of the authorizing ordinance and notice, the alternate bonds may be issued. For purposes of this paragraph, the required number of petitioners for a governmental unit with more than 4,000 registered voters is the lesser of (i) 5% of the registered voters or (ii) 5,000 registered voters and the required number of petitioners for a governmental unit with 4,000 or fewer registered voters is the lesser of (i) 15% of the registered voters or (ii) 200 registered voters.

Third, you must demonstrate that the enterprise revenues are, or that the revenue source is, sufficient to meet the requirements of the Debt Reform Act. If enterprise revenues are pledged as security for the alternate bonds, you must demonstrate that such revenues are sufficient in each year to pay all of the following:

- (a) costs of operation and maintenance of the utility or enterprise, excluding depreciation;
- (b) debt service on all outstanding revenue bonds payable from such enterprise revenues;
- (c) all amounts required to meet any fund or account requirements with respect to such outstanding revenue bonds;
- (d) other contractual or tort liability obligations, if any, payable from such enterprise revenues; and
- (e) in each year, an amount not less than 1.25 times debt service on all:
- (i) outstanding alternate bonds payable from such enterprise revenues; and
- (ii) the alternate bonds proposed to be issued.

If one or more revenue sources are pledged as security for the alternate bonds, you must demonstrate that such revenue sources are sufficient in each year to provide not less than 1.25 times (1.10 times if the revenue source is a government revenue source) debt service on all outstanding alternate bonds payable from such revenue source and on the alternate bonds proposed to be issued. You need not meet the test described in this paragraph for the amount of debt service set aside at closing from bond proceeds or other moneys.

The determination of the sufficiency of enterprise revenues or revenue source or sources, as applicable, must be supported by reference to the most recent audit of the governmental unit, which must be for a fiscal year ending on a date that is not more than 18 months prior to the date of issuance of the alternate bonds. If such audit does not adequately show such enterprise revenues or revenue source, as applicable, or if such enterprise revenues or revenue source, as applicable, are shown to be insufficient, then the determination of sufficiency must be supported by the report of an independent accountant or feasibility analyst, the latter having a national reputation for expertise in such matters, who is not otherwise involved in the project being financed or refinanced with the proceeds of the alternate bonds, demonstrating the sufficiency of such revenues and explaining, if appropriate, by what means the revenues will be greater than as shown in the audit.

Alternate bonds may be issued to refund alternate bonds without meeting any of the conditions set forth above if the term of the refunding bonds is not longer than the term of the refunded bonds and that the debt service payable in any year on the refunding bonds does not exceed the debt service payable in such year on the refunded bonds.

Alternate bonds are not regarded or included in any computation of indebtedness for the purpose of any statutory provision or limitation unless taxes, other than a designated revenue source, are extended to pay the bonds. In the event taxes are extended, the amount of alternate bonds then outstanding counts against your debt limit until your audit shows that the alternate bonds have been paid from the pledged enterprise revenues or revenue source for a complete fiscal year.

In the event of default in required payments of interest or principal, the holders of alternate bonds have certain rights under state law to compel you to increase the pledged revenues or have the tax levy extended for such payment.

Debt Certificates. You may issue "debt certificates" to evidence your payment obligation under an installment contract or lease. Your governing body may provide for the treasurer, comptroller, finance officer or other officer of the governing body charged with financial administration to act as counterparty to the installment contract or lease, as nominee-seller or lessor. The installment contract or lease is then executed by your authorized officer and is filed with and executed by the nominee-seller or lessor. As contracts for the acquisition and construction of the project to be financed are executed (the "Work Contracts"), the governing body orders those Work Contracts to be filed with the nominee-seller or lessor. The nominee-seller or lessor identifies the Work Contracts to the particular installment contract or lease. Such identification permits the payment of the Work Contracts from the proceeds of the debt certificates.

Debt certificates are paid from your lawfully available funds. You are expected to agree to annually budget/appropriate amounts to pay the principal of and interest on the debt certificates. There is no separate levy available for the purpose of making such payments.

Debt certificates constitute a debt. In the event of default in required payments of interest or principal, the holders of the debt certificates cannot compel you to impose a tax levy, but you have promised the holders of the debt certificates that you will pay the debt certificates and they can proceed to file suit to enforce such promise.

Special Service Area Bonds. When special services are provided to a particular contiguous area within a municipality, in addition to the services generally provided throughout the municipality, a municipality may create a special service area. The cost of the special services may be paid from taxes levied upon the taxable real property within the area, and such taxes may be levied in the special service area at a rate or amount sufficient to produce revenues required to provide the special services.

Prior to the first levy of taxes in the special service area and prior to or within 60 days after the adoption of the ordinance proposing the establishment of the special service area, you are required to hold a public hearing and to publish and mail notice of such hearing. At the public hearing, any interested person may file written objections or give oral statements with respect to the establishment of the special service area and the levy of taxes therein. As a result of the hearing, you may delete areas from the special service area as long as the remaining area is contiguous. After the hearing, an

ordinance establishing the special service area must be timely filed with the county recorder and the county clerk.

Bonds secured by the full faith and credit of the special service area territory may be issued for the purpose of providing special services. Such bonds are paid from the levy of taxes unlimited as to rate or amount against the taxable real property in the special service area. The county clerk will annually extend taxes against all of the taxable real property in the area in amounts sufficient to pay the principal and interest on the bonds. Such bonds are exempt from the Extension Limitation Law of the State of Illinois, as amended.

Prior to the issuance of special service area bonds, you must give published and mailed notice and hold a hearing at which any interested person may file written objections, or be heard orally, with respect to the issuance of the bonds. The questions of the creation of the special service area, the levy of a tax on such area and the issuance of special service area bonds may all be considered at the same hearing.

The creation of the special service area, the levy of a tax within the area and the issuance of bonds for the provision of special services to the area are subject to a petition process. If, within 60 days after the public hearing, a petition signed by not less than 51% of the electors residing within the special service area and 51% of the owners of record of land located within the special service area is filed with the municipal clerk objecting to the creation of the special service area, the levy of a tax or the issuance of bonds, then the area may not be created, the tax may not be levied and the bonds may not be issued. If such a petition is filed, the subject matter of the petition may not be proposed relative to any of the signatories within the next two years.

Special service area bonds do not constitute an indebtedness of the municipality, and no exercise of your taxing power may be compelled on behalf of the special service area bondholders other than the ad valorem property taxes to be extended on the taxable real property in the special service area.

Revenue Bonds. "Revenue bonds" are debt securities that are payable only from a specific source or sources of revenues. Revenue bonds are not a pledge of your full faith and credit and you are obligated to pay principal and interest on your revenue bonds only from the revenue source(s) specifically pledged to the bonds. Revenue bonds do not permit the bondholders to compel you to impose a tax levy for payment of debt service. Pledged revenues may be derived from operation of the financed project or system, grants or excise or other specified taxes. Generally, subject to state law or local charter requirements, you are not required to obtain voter approval prior to issuance of revenue bonds. Revenue bonds may, however, be subject to a backdoor referendum. If the specified source(s) of revenue become inadequate, a default in payment of principal or interest may occur. Various types of pledges of revenue may be used to secure interest and principal payments on revenue bonds. The nature of these pledges may differ widely based on state law, the type of issuer, the type of revenue stream and other factors.

Some revenue bonds, referred to as conduit revenue bonds, may be issued by a governmental issuer acting as conduit for the benefit of a private sector entity or a 50l(c)(3) organization (the obligor). Conduit revenue bonds commonly are issued for not-for-profit hospitals, educational institutions, single and multi-family housing, airports, industrial or economic development projects, and student loan programs, among other obligors. Principal and interest on conduit revenue bonds normally are paid exclusively from revenues pledged by the obligor.

Unless otherwise specified under the terms of the bonds, you are not required to make payments of principal or interest if the obligor defaults.

Tax Increment Financing. Tax increment financing provides a means for municipalities, after the approval of a "redevelopment plan and project," to redevelop blighted, conservation or industrial park conservation areas. The Tax Increment Allocation Redevelopment Act of the State of Illinois, as amended, allows incremental property taxes to be used to pay certain redevelopment project costs and to pay debt service with respect to tax increment bonds issued to pay redevelopment project costs. The municipality is authorized to issue tax increment bonds payable from, and secured by, incremental property tax revenues expected to be generated in the redevelopment project area. Incremental property tax revenues are derived from the increase in the current equalized assessed valuation of the real property within the redevelopment project area over and above the certified initial equalized assessed valuation for such redevelopment project area.

Before adopting the necessary ordinances to designate a redevelopment project area, a municipality must hold a public hearing and convene a joint review board to consider the proposal. At the public hearing, any interested person or taxing district may file written objections and may give oral statements with respect to the proposed financing. After the municipality has considered all comments made by the public and the joint review board, it may adopt the necessary ordinances to designate a redevelopment project area.

Tax increment bonds may be secured by the full faith and credit of the municipality. The issuance of general obligation tax increment bonds is subject to a "backdoor," rather than a direct, referendum. Once a municipality has authorized the issuance of tax increment obligations secured by its full faith and credit, the ordinance authorizing the issuance must be published in a newspaper of general circulation in the municipality. In response, voters may petition to request that the question of issuing obligations using the full faith and credit of the municipality as security to pay for redevelopment project costs be submitted to the electors of the municipality. If, within 30 days after the publication, 10% of the registered voters of the municipality sign such a petition, the question of whether to issue tax increment bonds secured by the municipality's full faith and credit must be approved by the voters pursuant to referendum. Such bonds are not exempt from the Extension Limitation Law unless first approved at referendum.

Tax increment revenues may also be treated as a "revenue source" and be pledged to the payment of alternate bonds under Section 15 of the Debt Reform Act.

Risk Considerations

Certain risks may arise in connection with your issuance of Municipal Bonds, including some or all of the following (generally, the obligor, rather than you, will bear these risks for conduit revenue bonds):

Issuer Default Risk. You may be in default if the funds pledged to secure your bonds are not sufficient to pay debt service on the bonds when due. The consequences of a default may be serious for you and, depending on applicable state law and the terms of the authorizing documents, the holders of the bonds, the trustee and any credit support provider may be able to exercise a range of available remedies against you. For example, if the bonds are secured by a general obligation pledge, you may be ordered by a court to raise taxes. Other budgetary adjustments also may be necessary to enable you to provide sufficient funds to pay debt service on the bonds. If the bonds are revenue bonds or alternate

bonds, you may be required to take steps to increase the available revenues that are pledged as security for the bonds. A default may negatively impact your credit ratings and may effectively limit your ability to publicly offer bonds or other securities at market interest rate levels. Further, if you are unable to provide sufficient funds to remedy the default, subject to applicable state law and the terms of the authorizing documents, you may find it necessary to consider available alternatives under state law, including (for some issuers) state-mandated receivership or bankruptcy. A default also may occur if you are unable to comply with covenants or other provisions agreed to in connection with the issuance of the bonds.

This description is only a brief summary of issues relating to defaults and is not intended as legal advice. You should consult with your bond counsel for further information regarding defaults and remedies.

Redemption Risk. Your ability to redeem the bonds prior to maturity may be limited, depending on the terms of any optional redemption provisions. In the event that interest rates decline, you may be unable to take advantage of the lower interest rates to reduce debt service.

Refinancing Risk. If your financing plan contemplates refinancing some or all of the bonds at maturity (for example, if you have term maturities or if you choose a shorter final maturity than might otherwise be permitted under the applicable federal tax rules), market conditions or changes in law may limit or prevent you from refinancing those bonds when required. Further, limitations in the federal tax rules on advance refunding of bonds (an advance refunding of bonds occurs when tax-exempt bonds are refunded more than 90 days prior to the date on which those bonds may be retired) may restrict your ability to refund the bonds to take advantage of lower interest rates.

Reinvestment Risk. You may have proceeds of the bonds to invest prior to the time that you are able to spend those proceeds for the authorized purpose. Depending on market conditions, you may not be able to invest those proceeds at or near the rate of interest that you are paying on the bonds, which is referred to as "negative arbitrage."

Tax Compliance Risk. The issuance of tax-exempt bonds is subject to a number of requirements under the United States Internal Revenue Code, as enforced by the Internal Revenue Service (IRS). You must take certain steps and make certain representations prior to the issuance of tax-exempt bonds. You also must covenant to take certain additional actions after issuance of the tax-exempt bonds. A breach of your representations or your failure to comply with certain tax-related covenants may cause the interest on the bonds to become taxable retroactively to the date of issuance of the bonds, which may result in an increase in the interest rate that you pay on the bonds or the mandatory redemption of the bonds. The IRS also may audit you or your bonds, in some cases on a random basis and in other cases targeted to specific types of bond issues or tax concerns. If the bonds are declared taxable, or if you are subject to audit, the market price of your bonds may be adversely affected. Further, your ability to issue other tax-exempt bonds also may be limited.

This description of tax compliance risks is not intended as legal advice and you should consult with your bond counsel regarding tax implications of issuing the bonds.



AGENDA ITEM # 600 REQUEST FOR BOARD ACTION

Administration

AGENDA SECTION:

EPS-First Reading

SUBJECT:

Owners Representative to Oversee Parking Deck Project

MEETING DATE:

March 20, 2018

FROM:

Bradley Bloom, Assistant Village Manager/Dir Public Safety

Recommended Motion

Approve an agreement with Doherty and Associates to provide Owners Representative services for Phase II design and construction of a parking deck per the attached proposal for a cost not to exceed \$60,900.

Background

In May 2017, The Village issued a request for qualifications (RFQ) for an owner's representative for the parking deck project. The RFQ included two phases; Phase1 included pre-construction work and assistance drafting the Intergovernmental Agreement with School District 181 as well as providing oversight in of the bidding and construction of the parking deck foundation.

Phase II of the RFQ includes construction management and oversight assistance in the design, bid and construction of the deck through deck completion. On June 16, 2017, the Village Board approved staff's recommendation to contract with Doherty and Associates to perform owner's representative services in Phase 1 for a cost not to exceed \$21,900. Doherty and Associates has now completed the scope of work described in Phase 1 and has invoiced the Village for \$19,500. Doherty and Associates original fee proposal for Phase II services was for \$31,100, however the scope of Phase II only included construction oversight.

With the Village Boards approval to hire Wight and Company for design and construction management services the Village is ready to begin Phase II of the Owners Representative RFQ. Doherty and Associates has estimated the cost of Phase II totaling \$60,900.

Doherty and Associates have broken down Phase II activities into three categories.

- Category A Design estimated to require 208 hours of work.
- Category B Bidding estimated to require 55 hours of work.
- Category C Construction estimated to require 143 hours of work.

The table on page 2 identifies the activities within each category and the time allotted for that activity. The times listed are estimates only. The Village is invoiced for the actual hours worked.



Owners Representative Estimated Hours by Catagory					
Category A Design	Design Duration (Weeks)	Hours per week	Total Hours		
Activities					
Design Meetings	26	4	104		
VOH Meetings	26	2	52		
Misc	26	52			
	Total Anticipat	ed Design Hours	208		
Category B Bidding	Bidding Duration (Weeks)	Hours per week	Total Hours		
Activities					
Document Review	5	3	15		
Owner Meetings	5	2	10		
Scope Contractors	5	6	30		
	Total Anticipate	55			
Category C Construction Phase	Construction Duration (Weeks)	Hours per week	Total Hours		
Activities					
Owner-Archit-Contractor Meetings	26	3	78		
VOH Meetings	26	1	26		
Misc	26	1.5	39		
	143				
	406				
	\$60,900				

Discussion & Recommendation

Staff recommends the use of an "owners representative" to act on Village's behalf to monitor the project and to be the Village's primary point of contact between Wight and Company and the Village. The Village original construction team of Trustee Byrnes, Kathleen Gargano and Brad Bloom has been expanded to include Robb McGinness, George Peluso, Dan Deeter and John Gianelli.

Doherty and Associates principal John Doherty will be doing all of the work on this project and has considerable construction experience. In his role as owner's representative Mr. Doherty's will not have the authority to approve any material design changes or cost increases without staff and Village Board oversight and approval.

Mr. Doherty demonstrated his ability in phase 1 of the parking deck project in providing his expertise and experience in monitoring costs, construction quality and in the assistance with the parking deck IGA.



Staff anticipates that Mr. Doherty will provide the same level of oversight in Phase II of this project. Based upon Mr. Doherty's experience, qualifications and Mr. Doherty's performance during in Phase 1 of this project staff recommends approval of a contract with Doherty and Associates to provide Phase II owners representative services.

Budget Impact

The cost of the proposal for owner's representative services covered under phase 2 of the proposal will not exceed \$60,900. The owner's representative cost can be included in the deck project cost that includes a line item for contingencies.

Village Board and/or Committee Action

Documents Attached

- 1. Owners Representative Agreement
- 2. John Doherty CV

Village of Hinsdale - New Parking Deck, Design, Bidding and Construction Phase only.

OWNER'S REPRESENTATIVE AGREEMENT

This Agreement, dated as of the 20th. day of March 2018, is made by and between the Village of Hinsdale, referred to in this Agreement as the "Owner" and Doherty & Associates, Inc., referred to in this Agreement as the "Owners Representative".

WITNESSETH:

WHEREAS, the Owner is of the opinion that the Owners Representative has the necessary qualifications, experience, and abilities to provide services to the Owner; and

WHEREAS, the Owners Representative is agreeable to providing such services to the Owner on the terms and conditions set out in this Agreement.

NOW, THEREFORE, in consideration of the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

1. SERVICES PROVIDED

- 1. The Owner hereby agrees to engage the Owners Representative to provide the Owner with services (the "Professional Services") consisting of Owner's Construction Representative Professional Services. The Services will also include any other tasks which the parties mutually agree on. The Owners Representative hereby agrees to provide such Professional Services to the Owner.
- 2. The Owners Representative's ability to represent owners is strengthened by their perspectives of construction project management services. The Owners Representatives experience, knowledge, and understanding of these disciplines provides added value to The Owner.
- 3. The Owners Representative shall perform the Professional Services as specified in Section 3 of this Agreement in an expeditious and economical manner to further the Owners interests. The Owners Representative shall furnish all labor, services, supplies, materials and equipment required to complete the Professional Services using Owners Representative's best efforts, skill, judgment, and abilities in accordance with this Agreement. The Owners Representative accepts the fiduciary relationship of trust and confidence established between it and the Owner by this Agreement. Owner's Representative shall not subcontract or otherwise assign the performance of any aspect of the Professional Services. Owners Representative and Owner expressly agree that the Professional Services shall be performed in their entirety by John Doherty in his capacity as member and employee of Doherty &

Associates, Inc.

- 4. In the Owner's Representative role, the Owners Representative will ensure that the Owner's goals are achieved by providing services for the New Parking Deck located at the New Hinsdale Middle School 100 S. Garfield Hinsdale IL 60521.
- Owners Representative shall be entitled to additional compensation as agreed to by the parties in the event that Owner request additional services not included in this Agreement.
- 6. The Owner intends to deliver this project as a Integrated Project Delivery, Guaranteed Maximum price method.
- 7. The Owner will retain the following Consultants: Wight & Co as Designer and builder and other consultants as required.
- 8. The Owners Representative shall provide its services in cooperation with the services provided by the Owner and the Owner's consultants and contractors and shall coordinate its services with those services provided by the Owner and the Owner's consultants and contractors. The Owners Representative shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants and contractors. The Owners Representative shall provide prompt written notice to the Owner if the Owners Representative becomes aware of any error, omission or inconsistency in such services or information.

2. INSURANCE

- 1. The Owners Representative shall maintain the following insurance for the duration of this Agreement.
- 2. Comprehensive General Liability with policy limits of not less than \$2,000,000 combines single limit for each occurrence for bodily injury and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be no less than \$4,000,000.
- 3. Business Automobile Liability with policy limits of not less than \$1,000,000 combined single limit per accident for bodily injury and property damage.
- 4. The Owners Representative may use umbrella or excess liability insurance to achieve the required coverage for Comprehensive General Liability and Automobile Liability, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies.
- 5. Workers' Compensation at statutory limits and Employers' Liability with a policy limit of not less than \$500,000 per accident and per Statutory Requirements.
- 6. Professional Liability covering the Owners Representative's negligent acts, errors

and omissions in its performance of services with policy limits of not less than \$1,000,000 per claim and in the aggregate, with a deductible not-to-exceed \$50,000 without prior written approval.

7. General Liability and Automobile Liability Coverages

- 1. The Owner, its officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of the Owners Representative work, including activities performed by or on behalf of the Owners Representative; products and completed operations of the Owners Representative; premises owned, leased or used by the Owners Representative; or automobiles owned, leased, hired or borrowed by the Owners Representative. The coverage shall contain no special limitations on the scope of protection afforded to the Owner, its officials, agents, employees and volunteers.
- 2. The Owners Representative's insurance coverage shall be primary and non-contributory as respects the Owner, its officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Owner, its officials, employees, agents and volunteers shall be excess of Owners Representative's insurance and shall not contribute with it.
- 3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Owner, its officials, employees, agents and volunteers.
- 4. The Owners Representative's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Owners Representative's insurance shall apply separately to each insured against who claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 5. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Owners Representative's shall be required to name the Owner, its officials, employees, agents and volunteers as additional insureds.
- 6. All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
- 7. The Owners Representative's and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by Owner, this specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as Kotecki v. Cyclops Welding.
- 8. Workers' Compensation and Employers' Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Owner, its officials, employees, agents and volunteers for losses arising from work performed by Owners Representative for the municipality.

9. Professional Liability

- 1. If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the contract.
- 2. The Owners Representative shall provide a certified copy of actual policy for review.

10. All Coverages

- 1. No Waiver. Under no circumstances shall the Owner be deemed to have waived any of the insurance requirements of this Agreement by any act or omission, including, but not limited to:
 - a. Allowing work by Owners Representative or any subcontractor to start before receipt of Certificates of Insurance and Additional Insured Endorsements.
 - b. Failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance and Additional Insured Endorsement received.
- 2. Each insurance policy required shall have the Owner be expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

11. Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

12. Verification of Coverage

Owners Representative shall furnish the Owner with certificates of insurance naming the Owner, its officials, employees, agents and volunteers as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Owner before any work commences. The Owner reserves the right to request full certified copies of the insurance policies and endorsements.

13. Subcontractors

Owners Representative shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

3. SCOPE OF OWNERS REPRESENTATIVE'S BASIC SERVICES

- 1. The Owners Representative's Professional Services consist of those described in this Section 3. The Owners Representative shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Owners Representative shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions, nor shall the Owners Representative be responsible for the failure of the Owner's consultants or contractors to perform services for, or the construction of, a project in accordance with the plans, specification or other contract or legal requirements. The Owners Representative shall be responsible for the Owners Representative's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Owner's consultants' contractors, or employees.
- 2. The Owners Representative shall periodically review the development of the design for the Project and provide recommendations for systems, materials, equipment and techniques that are utilized to achieve the Design Standards established. The Owners Representative shall provide advice on construction feasibility, availability of materials and labor, and procurement and time requirements for installation and construction.
- 3. The Owners Representative shall determine the need for retaining consultants to provide professional and other services for the Project, and assist the Owner in reviewing qualifications and selecting any such consultants.
- 4. The Owners Representative shall assist the Owner in selecting the services of independent testing laboratories, review their reports and make recommendations to the Owner.
- 5. The Owners Representative shall assist the Owner in reviewing the qualifications of, and in selecting and retaining contractors for the Project.
- 6. If the Owner has not established a Project Budget, the Owners Representative and the Owner shall collaborate to prepare a preliminary Project Budget, which shall include the costs for the Owners Representative's services, the costs of the services of the Owner's other consultants, the costs for design and construction of the Project, and additional details necessary for the Owner to prepare a complete Project Budget. The Owner shall review and approve in writing the preliminary Project Budget. The Owners Representative shall provide monthly reports on the Project Budget, or at intervals otherwise agreed to by the Owner and Owners Representative below.

- 7. The Owners Representative shall develop and implement a system of budget and cost controls to assist the Owner in the management of Project and project costs. The Owners Representative shall prepare cash flow projections of costs for the Project.
- 8. The Owner's Representative shall collaborate with and assist necessary entities involved in the Project in the preparation and distribution of a periodic report as directed ort to the Owner including information on schedule, quality, logistics, and general project information.
- The Owners Representative shall review estimates prepared by the Owner's
 consultants and contractors and produce a report identifying variances from the
 Project Budget along with recommendations for resolving such variances.
- 10. The Owners Representative shall share information regarding the Project Budget with the Owner's consultants as authorized by the Owner.
- 11. The Owners Representative shall assist in identifying Project-wide procurement and cost saving opportunities.
- 12. The Owners Representative shall report the cost impact on the Project Budget of proposed contracts, change orders, and proposed contract amendments from the Owner and the Owner's consultants and contractors.
- 13. The Owner's Representative shall attend necessary construction meetings with contractors, construction superintendents, and other entities involved in the Project per the direction of the owner. The meetings shall include a review of Project management, Project schedule, and Project procedures.
- 14. The Owners Representative shall prepare a Project Schedule Overview showing priorities, sequences, durations, and responsible parties for major design, pricing, and construction and Owner activities; establishing the overall duration of the Project; and identifying critical milestone dates. The Owners Representative shall update the status of the Project Schedule as the Project progresses. The Project Schedule shall also incorporate or identify
 - 1. dates for approvals and permits;
 - project specific milestones and design and construction schedules, including dates of commencement and completion;
 - 3. components that need to be ordered or procured for the overall Project by the Owner, if any; and
 - 4. The Owner's occupancy requirements and any portions of the Project having occupancy priority.

- 15. The Owners Representative shall provide recommendations for project sequencing and phasing to meet overall Project objectives.
- 16. The Owners Representative shall provide recommendations on the milestone dates and durations in the design and construction schedules as they are developed for the projects in the Project.
- 17. The Owner's Representative shall attend necessary or as directed Owner and Board of Trustees, Facilities Committee and Finance Committee meetings, as necessary, and assist in providing presentations to the Board of Trustees, committee members and other stakeholders.
- 18. The Owners Representative shall monitor and report on the progress of the Project and indicate to the Owner observed deviations from the Project Schedule or key milestones of the individual project schedules that may impact substantial completion or final completion. The Owners Representative shall include the reports in the Project Management Information System. The Owners Representative shall consult with the Owner and the Owner's consultants and contractors to develop recovery plans when the schedules or objectives are not being met.
- 19. The Owners Representative shall monitor and report on the progress of the Project and indicate to the Owner observed deviations from the Project Schedule or key milestones of the individual project schedules that may impact substantial completion or final completion. The Owners Representative shall consult with the Owner and the Owner's consultants and contractors to develop recovery plans when the schedules or objectives are not being met.
- 20. The Owners Representative shall periodically review the development of the design for the Project for conformance with the Project requirements and Design Standards. The Owners Representative shall provide a list of observed deviations from the Design Standards and discuss resolution of the observed deviations with the Owner and, as appropriate, the Owner's consultants and contractors.
- 21. The Owners Representative shall advise the Owner of observations it makes regarding deficiencies in the performance of the Owner's consultants and contractors.
- 22. The Owners Representative shall assist all entities involved in the project in the review of change orders dealing with time and materials values and make recommendations to the Owner. All change orders must be approved by the Village Manager or Assistant Village Manager.
- 23. The Owners Representative shall provide reasonable assistance in the areas of community and public relations, in order to enhance and maintain public awareness in furtherance of the interests of the Project and the Owner.
- 24. The Owners Representative shall schedule and conduct meetings with the

necessary Project participants to coordinate the progress of the Project.

- 25. The Owners Representative shall develop a strategy, procedure, and schedule to assist the Owner in obtaining the required reviews and approvals of authorities having jurisdiction over the Project.
- 26. The Owners Representative shall assist the Owner in developing and implementing protocols for the review and processing of changes or proposed changes in the scope of design or construction for projects in the Project, and the corresponding contracts for design and construction.
- 27. The Owners Representative shall assist the Owner in developing and implementing protocols for the review and processing of applications for payment for the Project and the projects in the Project.
- 28. The Owners Representative shall assist the Owner in selecting the dispute resolution procedures to be included in the various agreements between the Owner or the Owners Representative and consultants and contractors for disputes arising out of the Project.
- 29. The Owners Representative shall evaluate and provide input to the Owner on claims arising out of the Project.
- 30. The Owners Representative shall assist the Owner in establishing a procedure for tracking and submission of records, warranties, guarantees, and documents pertaining to systems verification and project close-out, for projects in the Project.

4. ADDITIONAL SERVICES

- 1. Additional Services are not included in Basic Services but may be required for the Project. The Owners Representative shall provide the listed Additional Services only if specifically designated in writing by the Owner.
- 2. Additional Services may be provided after execution of this Agreement, without invalidating this Agreement except for services required due to the fault of the Owners Representative. Additional Services provided in accordance with this Section shall entitle the Owners Representative to additional compensation as agreed to.
- 3. Upon recognizing the need to perform the following Additional Services, the Owners Representative shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Owners Representative shall not proceed to provide the following services until the Owners Representative receives the Owner's written authorization: a. Services necessitated by a change in the Project Information or Initial Information; a change to previous instructions or approvals given by the Owner; or a material change in the Project or projects in the Project

including, but not limited to, size, quality, complexity, the Owner's Project Schedule or Project Budget, or procurement or delivery methods;

- a. Services necessitated by the enactment or revision of codes, laws or regulations or official interpretations after the date of this Agreement;
- b. Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Owners Representative is party thereto;
- Services required to assist in the repair or replacement of any elements of construction on projects in the Project, for any cause except the negligence of the Owners Representative; or
- d. Services required by deficiencies in the performance or default of Owner's consultants or contractors.
- 4. If the services covered by this Agreement have not been completed within the allotted duration of 408 hours of billable time, through no fault of the Owners Representative, an extension of the Owners Representative's services beyond that time shall be compensated as Additional Services.

5. OWNER'S RESPONSIBILITIES

- 1. The Owner shall provide and update information regarding requirements for, and limitations on, the Project in a timely manner, other objectives, schedule constraints and criteria, and site requirements; and any other information required for the Owners Representative to perform its services.
- 2. The Owner shall collaborate with the Owners Representative to establish and periodically update the Project Budget including (1) the Owners Representative's costs, (2) design and constructions costs, (3) the Owner's other costs, and (4) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Project Budget, the Owner shall promptly notify the Owners Representative, and in consultation with Owners Representative and the Owner's other consultants and contractors, agree to corresponding changes in project scopes, features or quality.
- 3. The Owner shall retain all contractors and consultant's necessary to carry out the Project except for those consultants retained by the Owners Representative if required. The Owner shall provide the Owners Representative with a copy of all executed agreements between the Owner and its consultants and contractors, and any modifications to those agreements. The Owner shall require that its consultants maintain professional liability insurance and other liability insurance as appropriate to the services provided, and require that its contractors maintain commercial general liability insurance and other liability insurance as appropriate to the services or work provided. The Owner shall require all contractors to name the Owners Representative

and its consultants as Additional Insureds on all insurance policies where available.

- 4. The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions in a timely manner to avoid unreasonable delay in the orderly and sequential progress of the Owners Representative's services.
- 5. The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the sites included within the Project, and written legal descriptions of those sites. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to an appropriate benchmark at each project location.
- 6. The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.
- 7. The Owner shall furnish tests, inspections and reports required by law or the Project, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.
- 8. The Owner shall furnish all legal, insurance, financing, and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.
- 9. The Owner shall provide, and shall require that its consultants and contractors provide, prompt written notice to the Owners Representative if they become aware of any fault or defect in the Project, including errors, omissions or inconsistencies in any documents produced by, or services provided by, the Owners Representative.
- 10. In the agreements between the Owner and the Owner's consultants or contractors, the Owner shall include a duty that the consultant or contractor cooperate with the Owners Representative and provide information and documents reasonably necessary for the Owners Representative to perform his duties.
- 11. Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Owners Representative's consultants through the Owners Representative about

matters arising out of or relating to the Project. The Owner shall communicate with its own forces, consultants, and contractors, and coordinate its own internal information and communications that are necessary for the Project. The Owner shall notify the Owners Representative of any such communication that affects the Project. The Owner shall promptly notify the Owners Representative of any direct communications that may affect the Owners Representative's services.

- 12. The Owner shall provide the Owners Representative access to the project sites and other facilities under the Owner's control and associated with the Project. The Owner shall obligate its contractors to provide the Owners Representative access to the project sites wherever work is in preparation or progress.
- 13. For each project, the Owner shall purchase and maintain or require its contractors to purchase and maintain property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial contract sum, plus the value of subsequent contract modifications and cost of materials supplied or installed by others, comprising total value for the entire project at the site on a replacement cost basis without optional deductibles. These policies shall cover reasonable compensation for Owners Representative's services and expenses required as a result of such insured loss.

6. COPYRIGHTS AND LICENSES

1. The term "Works" includes creative writings, research data and reports, writings, sound recordings, pictorial reproductions, drawings, film and video recordings, and graphical representations, software, business methods. improvements, and discoveries, and works of any similar nature (whether or not eligible for copyright, trademark, patent or other proprietary rights), which are to be prepared for Owner and delivered under this Agreement. Ownership of the Works and all copyrights, trademarks, patents and other proprietary rights in the Works shall be owned exclusively by Owner. Owners Representative agrees that all copyrightable Works shall be considered a "work made for hire" and that Owner is the author of and owns all rights in and to the Works, and agrees that if the Works may not be considered a work made for hire under 17 U.S.C., Sections 101 and 201(b), Owners Representative shall without further compensation, assign all rights Owners Representative may have in the Works to Owner. Owner's Representative waives any and all statutory rights in the Works which Owner's Representative may have arising under 17 U.S.C. 1006(a), as well as any rights arising under any other federal, state, or foreign law that conveys any other type of right. Owners Representative shall, without further compensation, disclose information to Owner and execute such documents as may be reasonably necessary to assist Owner in securing and enforcing rights in the Works and related proprietary rights. Notwithstanding the above, data manipulation tools and formatting, reporting methods, and other similar materials and methods developed by the Owners Representative may be used by the Owners Representative for its business use on other projects.

- 2. Owner shall be the owner of and have all common law, statutory, and other reserved rights in all representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements, including, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials (the "Instruments of Service"). Owners Representative shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Owner's reserved rights. Owners Representative is authorized to use and reproduce the Instruments of Service provided to it solely and exclusively for execution of this Agreement. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. Owners Representative may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the work without the specific written consent of the Owner, which the Owner may withhold in its sole discretion.
- 3. The Owners Representative and Owner warrant that in transmitting any information, including Instruments of Service, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the project.

7. CLAIMS AND DISPUTES

- The Owner and Owners Representative shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement within the period specified by applicable law.
- 2. Owner and Owners Representative shall endeavor to resolve claims, disputes and other matters in question ("Dispute") between them by negotiating in good faith.
- 3. If negotiation fails to resolve a Dispute, then the parties agree that the method of binding dispute resolution shall be litigation.
- 4. To the extent damages are covered by property insurance required, the Owner and Owners Representative waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance. The Owner or the Owners Representative, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.
- 5. To the fullest extent permitted by law, the Owners Representative hereby agrees to defend, indemnify and hold harmless the Owner, its officials, employees and agents against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in anywise accrue against the Owner its

officials, agents and employees, arising in whole or in part or in consequence of the performance of this work by the Owners Representative, its employees, or subcontractors, or which may in anywise result therefore, except that arising out of the sole legal cause of the Owner, its employees or agents. The Owner hereby agrees to indemnify and holds harmless the Owners Representative and its employees, agents and representatives from and against any and all claims, demands, suits, and damages for bodily injury and property damage that arise out of or result from, in whole or in part, wrongful acts or omissions of the Owner, its employees, agents, representatives, and independent contractors, but not for the Owners Representative's own negligence or willful misconduct.

Owners Representative expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Owners Representative, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Owner, its officials, employees and agents as herein provided.

The Owners Representative further agrees that to the extent that money is due the Owners Representative by virtue of this contract as shall be considered necessary in the judgment of the Owner, may be retained by the Owner to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Owner.

6. The Owners Representative and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.

8. TERMINATION OR SUSPENSION

- 1. If the Owner fails to make payments to the Owners Representative in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Owners Representative's option, cause for suspension of performance of services under this Agreement. If the Owners Representative elects to suspend services, the Owners Representative shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, pursuant to this paragraph, the Owners Representative shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owners Representative shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Owners Representative's services. The Owners Representative's fees for the remaining services and the time schedules shall be equitably adjusted.
- 2. If the Owner suspends the Project, the Owners Representative shall be compensated for services performed prior to notice of such suspension. The Owners

- Representative's fees for the remaining services and the time schedules shall be equitably adjusted.
- 3. If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Owners Representative, the Owners Representative may terminate this Agreement by giving not less than seven days' written notice.
- 4. Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.
- 5. The Owner may terminate this Agreement upon not less than seven days' written notice to the Owners Representative for the Owner's convenience and without cause.
- 6. In the event of termination not the fault of the Owners Representative, the Owners Representative shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 8.7.
- 7. Termination Expenses are in addition to compensation for the Owners Representative's services and include expenses directly attributable to termination for which the Owners Representative is not otherwise compensated.
- 8. Owner will not pay the Owner's Representative for loss of anticipated profits or revenue or other economic loss arising out of or resulting from any termination or suspension of this Agreement.
- 9. In the event of termination of this Agreement, the Owner's rights to use information and materials provided by the Owners Representative are set forth in Article 6.

9. MISCELLANEOUS PROVISIONS

- 1. This Agreement shall be governed by the law of the jurisdiction identified below. a. County of DuPage, State of Illinois
- 2. The Owner and Owners Representative, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Owners Representative shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.
- 3. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Owners Representative.

- 4. Unless otherwise required in this Agreement, the Owners Representative shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the project sites.
- 5. The Owners Representative shall have the right to include photographs of the projects in the Project among the Owners Representative's promotional and professional materials. The Owners Representative shall be given reasonable access to the projects to take photographs. However, the Owners Representative's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Owners Representative in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Owners Representative in the Owner's promotional materials for the Project.
- 6. If the Owners Representative or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person or entity.
- The Owners Representative agrees to maintain all records and documents for projects 7. of the Owner in compliance with the Freedom of Information Act, 5 ILCS 140/1 et seq. In addition, the Owners Representative shall produce, without cost to the Owner, records which are responsive to a request received by the Owner under the Freedom of Information Act and which are in the custody or control of the Owners Representative, so that the Owner may provide records to those requesting them within the time frames required. If additional time is necessary to compile records in response to a request, then the Owners representative shall so notify the Owner and if possible, the Owner shall request an extension so as to comply with the Act. In the event that the Owner is found to have not complied with the Freedom of Information Act based upon the Owners Representative's failure to produce documents or otherwise appropriately respond to a request under the Act, then Owners Representative shall indemnify and hold the Owner harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties.
- 8. Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

10. COMPENSATION

For the Owners Representative's Basic Services described under Article 3, the Owner shall compensate the Owners Representative as follows: a.

- New Parking Deck:
- 1. Design Phase: Thirty-One Thousand Two Hundred Dollars and Zero cents, (\$31,200.00). Starting on March 20 and concluding 26 weeks form the start.
- 2. Bidding Phase: Eight Thousand Two Hundred Fifty Dollars and Zero cents, (\$8,250.00). Starting on or about October of 2018 and concluding approximately 5 weeks from start.
- 3. Construction Phase: Twenty-One Thousand Four Hundred Fifty Dollars and Zero cents, (\$21,450). Starting on or about March 1, 2019 and concluding 26 weeks from the start. Time to be billed at a rate of \$150.00 per hour. One hour of travel will be allowed for each round trip of travel.
- 2. The hourly billing rates for additional services of the Owners Representative are set forth below. The rates shall be adjusted in accordance with the Owners Representative's normal review practices. a. John Doherty \$150.00/Hour.
- 3. Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Owners Representative and the Owners Representative's consultants directly related to the Project, as follows:
 - 1. Authorized out-of-town travel and subsistence expenses;
 - 2. Fees paid for securing approval of authorities having jurisdiction over the projects;
 - 3. Fees paid for testing, surveys or other data obtained at the request of the Owner;
 - 4. Professional photography and presentation materials requested by the Owner;
 - 5. Site office expenses, if authorized in advance by the Owner;
 - 6. Other similar or related expenditures;
 - 7. If the insurance requirements listed exceed the types and limits the Owners Representative normally maintains and the Owners Representative incurs additional costs to satisfy such requirements, the Owner shall reimburse the Owners Representative for such costs as set forth below:

11. PAYMENTS TO THE OWNERS REPRESENTATIVE

1. Unless otherwise agreed, payments for services shall be made bi-weekly as a stipulated sum. Payments are due and payable upon presentation of the Owners Representative's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Owners Representative. a. 1.5 % monthly

2. The Owner shall not withhold amounts from the Owners Representative's compensation to impose a penalty or liquidated damages on the Owners Representative, or to offset sums requested by or paid to contractors or other consultants for the cost of changes to projects in the Project, unless the Owners Representative agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

12. PERFORMANCE

1. The parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

13. CONFIDENTIALITY

1. The Owners Representative agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any confidential information with respect to the business of the Owner, which the Owners Representative has obtained, except as necessary to the performance of the agreement. This obligation will survive indefinitely upon termination of this Agreement.

14. NON-SOLICITATION

- 1. The Owners Representative agrees that during the term of this Agreement, the Owners Representative will not in any way directly or indirectly:
 - 1. Induce or attempt to induce any employee or other Owners Representative of the Owner to quit employment or retainer with Owner;
 - 2. Otherwise interfere with or disrupt the Owner's relationship with its employees or other Owners Representatives;

15. WARRANTY

1. Owners Representative expressly represents, warrants and guarantees that (a) it (i) shall comply with all applicable Laws; and (ii) is not currently debarred or suspended by any federal or State agency from doing business with any unit of federal, State, or local government, and Owners Representative shall notify Owner if it becomes debarred or suspended during the Term; and (b) all services and goods (if any) provided under this Agreement: (i) comply with all applicable laws; (ii) are not restricted in any way by patents, copyrights, trade secrets, or any other rights of third parties. If any of the foregoing warranties is breached, Owners Representative agrees to correct all defects and nonconformities at Owners Representative's sole expense, to be liable for all direct damages suffered by Owner and to defend, indemnify, and hold harmless Owner from any claim asserted by any person resulting in whole or in part from such breach. The foregoing warranties and guarantees shall not be deemed waived by reason of the acceptance of the goods or services or payment by Owner.

16. AUDIT AND RETENTION OF BOOKS AND RECORDS

- 1. Owners Representative shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Agreement; the accounting and control systems shall be satisfactory to the Owner.
- 2. Owner and/or its accountants, auditors, and agents shall, upon reasonable prior notice and during customary business hours, be entitled to audit, inspect, examine, and reproduce ("Audit") all of the Owners Representative's information, materials, records or data relating to this Project. In those situations, where the Owners Representative's Records have been generated from computerized data, Owners Representative agrees to provide the Owner with extracts of data files in computer readable format on disks or suitable alternative computer exchange formats.
- 3. Owners Representative shall preserve the Records for a period of 10 years after final payment or for such longer period as required by law (the "Retention Period"), provided, however, that if a Dispute is asserted during said 10-year period, the Owners Representative shall retain all Records until the Dispute has been resolved.
- 4. Any adjustments and/or payments that must be made as a result of any Audit shall be made within a reasonable time not to exceed 90 days from presentation of the Owners findings to the Owners Representative.

17. EQUAL EMPLOYMENT OPPORTUNITY; COMPLIANCE WITH LAWS AND AGREEMENTS; PREVAILING WAGE

- 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 under this Agreement, by, for, on behalf of, or for the benefit of the Owner.
- Owners Representative shall ensure that all persons employed by it and all applicants for such employment, will not be discriminated against because of their race, creed, color, sex, handicap, national origin, or other protected classification. Owners Representative shall familiarize itself with and comply with all provisions of all statutes of the State of Illinois which affect labor and performance of work, and will make an investigation of labor conditions and any negotiated labor agreements which may exist or are contemplated at this time. Nothing in the acts referred to in this section shall be construed to prohibit the payment of more than the prevailing wage scale.
- All laborers, workers and mechanics performing work under this Agreement shall not be paid less than the prevailing wage as found by the Illinois Department of Labor or the Board of Trustees. Owners Representative and all of its subcontractors shall in all

respects comply with the Prevailing Wage Law in carrying out the work under this Agreement.

- 4. If, during the course of work under this Agreement, the Department of Labor revises the prevailing rate of hourly wages to be paid under this contract for any trade or occupation, Owner will notify Owners Representative of the change in prevailing rate of hourly wages. Owners Representative shall have the sole responsibility and duty to ensure that the revised prevailing rate of hourly wages is paid by it and all of its subcontractors to each worker to whom a revised rate is applicable. Revisions of the prevailing wages as set forth above shall not result in an increase in the compensation of the Owners Representative or any of its subcontractors.
- 5. Discuss employment opportunities or provide information about competitive employment to any of the Owners employees or other Owners Representatives.

18. RETURN OF PROPERTY

1. Upon the expiration or termination of this Agreement, the Owners Representative will return to the Owner any property, documentation, records, or confidential information which is the property of the Owner and not the work product of Owners Representative.

19. ASSIGNMENT

1. The Owners Representative will not voluntarily or by operation of law assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Owner.

20. CAPACITY/INDEPENDENT CONTRACTOR

1. It is expressly agreed that the Owners Representative is acting as an independent contractor and not as an employee in providing the Services under this Agreement. The Owners Representative and the Owner acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

21. MODIFICATION OF AGREEMENT

1. Any amendment or modification of this Agreement or additional obligation assumed by either party in connection with this Agreement will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

22. NOTICE

1. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing via certified mail, return receipt requested, and delivered to the parties of this Agreement as follows:

Brad Bloom Village of Hinsdale 19 E. Chicago Avenue Hinsdale, IL. 60521-3431 Email: bbloom@villageofhinsdale.org

John Doherty
Doherty & Associates, Inc.
781 S. Midlothian Rd #186
Mundelein, IL. 60060
Email: john.doherty@jdohertyassociates.com

or to such other address as to which any Party may from time to time notify the other.

23. COSTS AND LEGAL EXPENSES

1. In the event that legal action is brought to enforce or interpret any term of this Agreement, or in connection with any claims or disputes arising out of the agreement, the prevailing party will be entitled to recover, in addition to any other damages or award, all reasonable legal costs and fees associated with the action.

24. ENTIRE AGREEMENT

1. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

25. LIMITATION OF LIABILITY

1. To the maximum extent permitted by law, the Owner agrees to limit the Owners Representative's liability for the Owner's damages to an amount not to exceed the proceeds of the Owners Representative's available insurance coverage.

26. ACTS OF NEGLIGENCE

1. Each party is responsible for acts of negligence or willful misconduct by its employees, agents and assigns.

27. ENUREMENT

1. This Agreement will ensure to the benefit of and be binding on the parties and their respective heirs, executors, administrators, successors and permitted assigns.

28. GOVERNING LAW

1. It is the intention of the parties to this Agreement that this Agreement and the

performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Illinois, without regard to the jurisdiction in which any action or special proceeding may be instituted.

29. SEVERABILITY

1. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

30. WAIVER

1. The waiver by either party of a breach, default, delay or omission of any of the provisions of this Agreement by the other party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the parties have duly executed this Service Agreement

this 19th day of June 2017.

SIGNED, SEALED AND DELIVERED

in the presence of:	
Doherty & Associates, Inc.	Village of Hinsdale
Per: Iohn Doherty, President	Per: Kathleen Gargano – Village Manager



AGENDA ITEM # 6d REQUEST FOR BOARD ACTION

Public Services & Engineering

AGENDA SECTION:

First Read - EPS

SUBJECT:

2018 North Infrastructure Project Construction Contract

MEETING DATE:

March 20, 2018

FROM:

Dan Deeter, PE Village Engineer

Recommended Motion

Award the contract for construction of the 2018 North Infrastructure Project to John Neri Construction Company, Inc. in the amount not to exceed \$7,356,648.

Background

As part of the accelerated Master Infrastructure Plan, the Village's engineering consultant provided bid documents for the 2018 North Infrastructure Project starting February 15, 2018. Bids were opened on March 1, 2018. The three bids received were reviewed by the Village's consulting engineer and are summarized below:

•	Engineer's Estimate	\$9,069,595
•	Martam Construction	\$9,188.573
•	A Lamp Concrete Contractors	\$8,443,414
•	John Neri Construction Company	\$7,357,148

The engineer's recommendation and bid summary are provided in Attachments 2 and 3. The bids are based upon estimated quantities. Final payouts will be dependent upon actual work done.

Discussion & Recommendation

The lowest responsible bidder for the 2018 North Infrastructure Project is John Neri Construction Company. John Neri Construction has successfully worked in the Village of Hinsdale on the following projects:

- 2016 Woodlands Phase 3
- 2015 Resurfacing
- 2014 Woodlands Phase 2
- 2014 Reconstruction Project
- 2012 Reconstruction Project

Staff recommends that the Village of Hinsdale contract with John Neri Construction to conduct the 2018 North Infrastructure Project.



Budget Impact

There are sufficient resources in the FY2018-19 budget to fund the costs of the 2018 North Infrastructure Project.

Village Board and/or Committee Action

N/A

Documents Attached

- 1. 2018 North Infrastructure Streets to be Improved
- 2. GSG Consultants' recommendation letter
- 3. 2018 North Infrastructure Project contract documents

2018 North Infrastructure Improvement Project Hinsdale, Illinois

Subject: Streets to be Improved

Street	From	То
Reconstruction Lincoln Street Hickory Street Hickory Street Garfield Avenue Maumell Street The Lane Bruner Street Hampton Place	Ogden Avenue Stough Street Bruner Street North End Garfield Avenue Garfield Avenue Chestnut Street Elm Street	North Street Bruner Street Adams Street The Lane York Road County Line Road Town Place Oak Street
Resurfacing		
Birchwood Road Bonnie Brea Road Briargate Terrace Canterbury Court Elm Street Elm Street Franklin Street Hickory Street Jefferson Street Madison Street Madison Street Morris Lane North Street North Street Sideyards The Pines Washington Street Wedgewood Court	Madison Street The Pines Madison Street Madison Street Ogden Avenue Hickory Street North End Stough Street North End Warren Court Ogden Avenue West End West End Washington Street Washington Street North End West End	East End Washington Street East End East End Ravine Road Walnut Street Fuller Road Adams Street Minneola Street Ogden Avenue Morris Lane North Street Madison Street Garfield Street Garfield Street Bonnie Brea Road Madison Street Ogden Avenue Madison Street



623 Cooper Court Schaumburg, IL 60173 630-994-2600 Integrity | Quality | Reliability

March 5, 2018

Mr. Dan Deeter Village of Hinsdale 19 E. Chicago Ave Hinsdale, IL 60521

RE:

2018 North Infrastructure Project Recommendation of Bid Award

Dear Mr. Deeter,

We have reviewed all of the bids that were read aloud at the bid opening on Thursday, March 1st, 2018 at 10:00 A.M. in the Villages conference room.

John Neri Construction (JNC) provided a bid of \$7,357,148.05, however upon checking their math, the bid is actually \$7,356,648.05. The JNC bid was less than the Engineers Opinion of Probable cost.

We therefore recommend awarding the contract to JNC for \$7,356,648.05.

If you have any questions or need any additional information, please contact me at (630) 994-2635 or email me at weussen@gsg-consultants.com.

Sincerely,

GSG Consultants, Inc.

William J. Cussen, P.E., LEED AP, ENV SP

William J. Cusson

Civil Design Manager

Formal Contract

2						
				PROPOSAL SI	JBMITTED BY	•
				JOHN NERI (DNSTRUC	700 Co.
				Contractor's Name	<u> </u>	
				770 FACTURY	ROAD	
				Street		P.O. Box
				ADDISON	IL 6	1010
				City	State	Zip Code
		VIILLA	AGE OF HINSDALE			
		111-11				
			•			
-			· · · · · · · · · · · · · · · · · · ·			
		FOR 1	THE IMPROVEMENT OF			
			<u> </u>			
				ure Improvement Project		
		TYPES OF FUNDS	Local Funds			
			1			
SPECIFICATIONS (required)	☑ PLANS (req	uired)	CONTRACT BOND	(when require	ed)

					Projec	t Number Improvement P	roject
1.	THIS AGREEMENT, made and con	cluded the		day of			
	hat year than Millogo				1.	Month and Year	
	between the Village			of _Hinsdal	le		
	acting by and through its <u>Board</u>	of Trustees	,,			known as the party of th	e first part, and
				his/their ex	xecutors	s, administrators, successor	rs or assigns,
	known as the party of the second p	art.					
2.	Witnesseth: That for and in consider be made and performed by the part presents, the party of the second parall the work, furnish all materials and hereinafter described, and in full counder it.	ly of the first p art agrees with all labor nece	part, an said p ssary t	d according to the arty of the first poon complete the w	he term art at h ork in a	s expressed in the Bond re is/their own proper cost and ccordance with the plans ar	eferring to these d expense to do and specifications
3.	 And it is also understood and agreed that the LPA Formal Contract Proposal, Special Provisions, Affidavit of Illinois Busines Office, Apprenticeship or Training Program Certification, and Contract Bond hereto attached, and the Plans for Section _various, in _The Village of Hinsdale 						
	approved by the Village of Hinsdale	on .		February 14,		, are essential docume	ents of this
	contract and are a part hereof.						
4. I	N WITNESS WHEREOF, The said p	arties have ex	recuted	these presents	on the	date above mentioned.	
Att	test:		The	Village	of <u>I</u>	Hinsdale	
_Vil	lage	Clerk	Ву				
(Si	eal)				F	arty of the First Part	
(5)	 ,					(If a Corporation)	
			Corp	orate Name			
			Ву				
			Dy.	President		Party of the Sec	ond Part
						(If a Ca Dortnarahin)	
						(If a Co-Partnership)	,
Att	est:						
	Secretary						
					·		
				Partne	rs doing	g Business under the firm n	ame of
					 .	Party of the Second Part	
						(If an individual)	
				1		Party of the Second Part	
Printe	ed 2/14/2018			Page 2 of 2		BLR 1232	0 (Rev. 01/09/14)

2018 North Infrastructure



AGENDA ITEM # 60
REQUEST FOR BOARD ACTION

Public Services & Engineering

AGENDA SECTION:

First Read - EPS

SUBJECT:

2018 North Infrastructure Project Construction Observation Contract

MEETING DATE:

March 20, 2018

FROM:

Dan Deeter, PE Village Engineer

Recommended Motion

Award the contract for engineering services for construction observation of the 2018 North Infrastructure Project to GSG Consultants, Inc. in the amount not to exceed \$284,780.

Background

On February 2, 2017, the Board of Trustees approved the 2018 reconstruction and resurfacing contracts with GSG Consultants for engineering design services. The scope of the projects were subsequently expanded with change order 1 approved on June 13, 2017 and change order 2 approved on December 11, 2017. As has been the established practice, the Village typically uses the same engineering consultants who provided design engineering services for the construction observation services. Using the same firm for construction observation as design makes sense since the single engineering consultant is most familiar with their design and has a vested interest in defending challenges to their design. Additionally, it minimizes the number of parties required to resolve issues raised during construction.

Discussion & Recommendation

Considering GSG Consultant's satisfactory performance during the design process, staff recommends using GSG Consultants for the construction observation portion of the 2018 North Infrastructure Project. GSG Consultant's engineering services costs for the project total approximately 6.5% of the overall project costs which is in line with engineering costs the Village has incurred for other projects of similar size.

Budget Impact

There are sufficient resources in the FY2018-19 budget to fund the costs of the 2018 North Infrastructure Project.

Village Board and/or Committee Action

N/A



Documents Attached

- 2018 North Infrastructure Streets to be Improved
 Contract with GSG Consultants

2018 North Infrastructure Improvement Project Hinsdale, Illinois

Subject: Streets to be Improved

	North Street
J.1000	Bruner Street
nd T	Adams Street The Lane
Avenue C t Street T	ork Road County Line Road Town Place
et C	Dak Street
Street E Street E Street V Street V Street V Street V Street A Str	East End Vashington Street East End East End East End Valnut Street Culler Road Valnut Street Culler Road Valned Street Control Street Carfield Street Carfield Street Connie Brea Road Cladison Street Carfield Street
	Street Street Avenue Avenue Street Street Street Avenue Av

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

ENGINEERING PROFESSIONAL SERVICES AGREEMENT 2018 North Infrastructure Project Construction Observation Services

PROFESSIONAL SERVICES AGREEMENT

BETWEEN THE VILLAGE OF HINSDALE AND GSG Consultants, Inc.

This Professional Services Agreement is entered into this _____ day of <u>March 2018</u>, by and between the Village of Hinsdale, an Illinois Municipal corporation (hereinafter referred to as the "Village") and <u>GSG Consultants Inc.</u> (hereinafter referred to as the "Engineer") (collectively referred to as the "Parties").

Whereas, the Village is seeking professional services for <u>construction observation services</u> for the 2018 North Infrastructure Project (herein referred to as the "Project");

Whereas, Engineer submitted a Proposal dated <u>03/02/18</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. <u>DEFINITIONS.</u>

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>GSG Consultants, 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 Village of Hinsdale
 S:\Psdata\Ddeeter\Projects\2018 Reconstruction (North)\Engineer Proposals\2018 North Infrastructure Construction Observation Professional Services Contract_GSG Consultants GSG-Signed.030818.docx

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 construction observation engineering services for the 2018 North Infrastructure Project 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 developing a design 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.
- 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

Village of Hinsdale
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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>12/31/18</u>.

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>03/02/18</u>, attached hereto as Exhibit "A", Engineer agrees to provide all labor, materials, expertise, services and consultation related to <u>construction observation and related services for the Project as described in Exhibit "B".</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.

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 \$284,780.00.

- 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. <u>DELIVERY AND OWNERSHIP OF DOCUMENTS.</u>

- 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. Commercial 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 per accident 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, the Engineer shall provide 30 days written notice prior to the cancellation, non-renewal, or switch and the 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, officials, agents and employees as an additional insured on all required insurance policies except the policy for professional liability and workers' compensation.
- 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.

- Α. Engineer shall defend, hold harmless, and indemnify the Village, its corporate 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.

Village of Hinsdale
S:\Psdata\Ddeeter\Projects\2018 Reconstruction (North)\Engineer Proposals\2018 North Infrastructure Construction Observation Professional Services Contract GSG Consultants GSG-Signed.030818.docx

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. Equal Pay Act of 2003. 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 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 anytime, 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

 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. 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.
- c. If Engineer shall assign 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:

Village Manager

Village Manager

Village Engineer

Village of Hinsdale

19 E. Chicago Avenue

Hinsdale, Illinois 60521

If to Engineer:

Village Engineer

Village of Hinsdale

19 E. Chicago Avenue

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.

Accepted this

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.

day of March 2018.

•		
Engine	eering Consultant	
Ву:	Jag T. Ohn	
	Jay T. Olson, Program Director	
	(Printed Name and Title)	
Accept	ed this day of March 2018,	
The Vi	llage of Hinsdale, Illinois	
Ву:	 Kathleen A. Gargano, Village Manager	
	Ratifice in A. Oatgano, village ivialitagei	

Exhibit A – GSG Consultants Construction Observation Proposal dated 03/02/18



623 Cooper Court Schaumburg, IL 60173 630-994-2600 Integrity | Quality | Reliability

March 2, 2018

Mr. Dan Deeter, P.E. Village Engineer Village of Hinsdale 19 East Chicago Avenue Hinsdale, IL 60521-3489

Re: Proposal Amendment for Phase III - Construction Engineering Services

2018 NORTH Street Project

Village of Hinsdale

Dear Mr. Deeter:

GSG Consultants, Inc. (GSG) is pleased to submit our Proposal Amendment for Phase III Construction Engineering Services for the 2018 NORTH Street Project. This Proposal follows the Phase II Design Services phase being completed at this time.

GSG proposes to provide the construction engineering services for Phase III of the 2018 NORTH Street Project for the **Total Lump Sum Fee of \$284,780.00**.

The construction engineering services are based on the NORTH Street Project Plans and Specifications prepared by GSG. The NORTH Street Project Bid Tabulation, dated March 1st, 2018, that identifies John Neri Construction as the apparent low bidder, is attached. The construction engineering services will be considered a Change in Work in accordance with Section 8. of the Consultant Agreement for the 2018 Reconstruction Project (NORTH). All other requirements of the Agreement will remain in place.

The Amendment Fee Estimate summarizing the labor and direct costs, is shown on the attached spreadsheet.

We appreciate the opportunity to provide our proposal amendment for your consideration, and look forward to working with the Village of Hinsdale on the 2018 NORTH Street Project.

If you have any questions or need additional information, please feel free to contact me at (630) 536-6807, or by e-mail at jolson@gsg-consultants.com.



Village of Hinsdale, Illinois Phase III - Construction Engineering Services 2018 NORTH Street Project March 2, 2018 Poge 2 of 2

Respectfully Submitted, GSG CONSULTANTS, INC.

Jay T. Olson, P.E. Project Principal

Attachments: Fee Estimate

NORTH Bid Tabulation



GSG CONSULTANTS - FEE ESTIMATE HINSDALE 2018 NORTH (RECONSTRUCTION) PROJECT PHASE III - CONSTRUCTION OBSERVATION MARCH 2, 2018

Personnel	Hourly Rate	Project Manag	ement	Resident Engin	eer	Construction I	nspection	Subtotals	
		Manhours	Amount	Manhours	Amount	Manhours	Amount	Manhours	Amount
Project Manager	\$ 130.00	198	\$ 25,740.00		\$ -		\$ -	198	\$ 25,740.00
Resident Engineer	\$ 105.00		\$ -	792	\$ 83,160.00		\$ -	792	\$ 83,160.00
Field Engineer	\$ 80.00		\$ -		\$ -	1716	\$ 137,280.00	1716	\$ 137,280.00
SUBTOTAL LABOR									\$ 246,180.00
Direct Costs									
Material Testing				"			\$ 24,600.00		\$ 24,600.00
Vehicles	280 days @ \$5	0 per day					\$ 14,000.00		\$ 14,000.00
SUBTOTAL DIRECT COSTS									\$ 38,600.00
TOTAL FEE ESTIMATE		198	\$ 25,740.00	792	\$ 83,160.00	1716	\$ 175,880.00	2706	\$ 284,780.00

NOTES:

- 1) 3.87% Construction Observation Fee based on Construction Budget of \$7,356,648.05 (NORTH Bid 03/01/2018).
- 2) Full-time Construction Observation.
- 3) Construction Duration: 04/02/2018 11/16/2018 (33 weeks).



VILLAGE OF HINSDALE 2018 STREET PROGRAM NORTH INFRASTRUCTURE PROJECT

ENGINEERS OPINION OF PROBABLE JOHN NERI CONSTRUCTION A LAMP CONCRETE CONTRACTORS, INC.

LOWEST BIDDER

A LAMP CONCRETE CONTRACTORS, INC.

PAYITEM PAYITEM NAME	UNIT OF MEASUR	QUANTITY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
20100110 TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	64		\$2,944,00	\$22.00	\$1,408,00	\$18.00	\$1,152,00	\$24,00	\$1,536.00
20100210 TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	110	\$53.00	\$5,830.00	\$22.00	\$2,420,00	\$20.00	\$2,200.00	\$53.00	\$5,830.00
20101000 TEMPORARY FENCE	FOOT	15253	\$7.00	\$106,771.00	\$3.25	\$49,572.25	\$1.00	\$15,253.00	\$1.50	\$22,879.50
20101200 TREE ROOT PRUNING	EACH		\$125.00	\$49,250.00	\$100.00	\$39,400.00	\$10.00	\$3,940.00	\$85.00	\$33,490.00
20101700 SUPPLEMENTAL WATERING	UNIT	1280	\$50.00	\$64,000.00	\$1.00	\$1,280.00	\$1.00	\$1,280.00	\$0.01	\$12.80
20200100 EARTH EXCAVATION	CUYD	6773	\$45,00	\$304,785.00	\$28.00	\$189,644.00	\$41.00	\$277,693.00	\$37.00	\$250,601,0
20201200 REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL 20700220 POROUS GRANULAR EMBANKMENT	CUYD	1174 1745	\$45,00 \$45,00	\$52,830.00 \$78,525.00	\$30.00 \$36,00	\$35,220.00 \$62,820.00	\$20.00	\$23,480.00	\$37.00	\$43,438.00
20800150 TRENCH BACKFILL	CUYD		\$45.00	\$414,585.00	\$38.00	\$350,094.00	\$20.00	\$34,900,00 \$368,520.00	\$44.00 \$45.00	\$76,780.00 \$414,585.0
21001000 GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SOYD		\$3,00	\$10,563,00	\$1,50	\$5,281,50	\$1.00	\$3,521,00	\$3,00	\$10,563,00
21001000 GEOTECHNICAL FABRIC FOR GROUND STABILIZATION 21101615 TOPSOIL FURNISH AND PLACE, 4"	SQ YD		\$10.00	\$255,660.00	\$0.10	\$2,556,60	\$2.00	\$51,132.00	\$0.10	\$2,556,60
25000100 SEEDING, CLASS 1	ACRE	0.5	\$5,000.00	\$2,500.00	\$5,500.00	\$2,750,00	\$5,000.00	\$2,500.00	\$5,500.00	\$2,750.00
25100125 MULCH, METHOD 3	ACRE	1	\$7,200.00	\$7,200.00	\$5,000.00	\$5,000.00	\$7,500.00	\$7,500.00	\$4,500.00	\$4,500.00
28000510 INLET FILTERS 35102400 AGGREGATE BASE COURSE, TYPE B 12"	EACH	60		\$13,800.00	\$150.00	\$9,000.00	\$15.00	\$900.00	\$188.00	\$11,280.00
35102400 AGGREGATE BASE COURSE, TYPE B 12"	SQ YD	12900	\$14.00	\$180,600.00	\$11.00	\$141,900.00	\$12.00	\$154,800.00	\$15.00	\$193,500,0
35501290 HOT-MIX ASPHALT BASE COURSE, 3"	SQ YD	12	\$14.00	\$168,00	\$60,00	\$720.00	\$50.00	\$600.00	\$74.00	\$888.00
40201000 AGGREGATE FOR TEMPORARY ACCESS 40600275 BITUMINOUS MATERIALS (PRIME COAT)	TON POUND	31764	\$21.00 \$1,25	\$1,260.00 \$39,705.00	\$15.00	\$900.00	\$25.00	\$1,500.00	\$36.00	\$2,160.00
40600275 BITUMINOUS MATERIALS (PRIME COAT) 40600625 LEVELING BINDER (MACHINE METHOD), N50	TON	1240	\$1,25	\$124,000,00	\$1.00	\$31,764.00 \$91,760.00	\$0.01 \$80.50	\$317.64	\$1,00	\$31,764.00
	SQYD	926	\$18.00	\$16,668,00	\$74,00	\$6,945.00	\$8.00	\$7.408.00	\$6.50	\$6,019,00
40600982 HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT 40603080 HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	2736	\$80.00	\$218.880.00	\$64.00	\$175.104.00	\$66.50	\$181,944.00	\$69.00	\$188,784.0
40603335 HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	TON	8707	\$80.00	\$696,560.00	\$67.00	\$583,369.00	\$71.50	\$622,550.50	\$72.00	\$626,904.0
40603340 HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N70	TON	2	\$100.00	\$200,00	\$100,00	\$200.00	\$75.00	\$150.00	\$190,00	\$380,00
42300200 PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH	SQ YD	3020	\$65.00	\$196,300.00	\$55.00	\$166,100.00	\$53.00	\$160,060.00	\$59.00	\$178,180.0
42400200 PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQFT		\$12.00	\$91,452.00	\$6.50	\$49,536,50	\$7,00	\$53,347.00	\$6.00	\$45,726.00
42400800 DETECTABLE WARNINGS	SQFT	656	\$30.00	\$19,680.00	\$32.00	\$20,992.00	\$20.00	\$13,120.00	\$37.00	\$24,272.00
44000100 PAVEMENT REMOVAL	SQ YD		\$18.00	\$259,308.00	\$12.00	\$172,872.00	\$10.00	\$144,060.00	\$17.00	\$244,902.0
44000156 HOT-MIX ASPHALT SURFACE REMOVAL, 1 3/4"	SQ YD		\$3.00	\$174,804.00	\$1.65	\$96,142,20	\$2.45	\$142,756.60	\$1.80	\$104,882,4
44000200 DRIVEWAY PAVEMENT REMOVAL	SQ YD FOOT	5361	\$15.00	\$80,415.00 \$260,525,00	\$12.00	\$64,332.00	\$9.00	\$48,249.00	\$14.00	\$75,054.00
44000500 COMBINATION CURB AND GUTTER REMOVAL 44000800 SIDEWALK REMOVAL	SQ FT	30650	\$3.50	\$26,673.50	\$3,00 \$1.50	\$91,950.00 \$11,431.50	\$3,50 \$1.00	\$107,275.00 \$7,621.00	\$7.00	\$214,550,0 \$11,431.50
44000600 SIDEWALK REMOVAL 44200966 CLASS 8 PATCHES, TYPE I, 10 INCH	SQ YD		\$130,00	\$13,000,00	\$88,00	\$8,800.00	\$90.00	\$9,000,00	\$184,00	\$18,400.00
44200970 CLASS B PATCHES, TYPE II, 10 INCH	SQYD		\$120.00	\$32,640.00	\$86.00	\$23,392,00	\$85,00	\$23,120.00	\$141,00	\$38,352.00
44200974 CLASS B PATCHES, TYPE III, 10 INCH	SQ YD	488	\$100,00	\$48,800,00	\$84.00	\$40,992,00	\$80.00	\$39,040.00	\$112.00	\$54,656,00
44200976 CLASS B PATCHES, TYPE IV, 10 INCH	SQ YD	3576	\$100,00	\$357,600.00	\$82.00	\$293,232.00	\$70.00	\$250,320,00	\$88,00	\$314,688,0
44201761 CLASS D PATCHES, TYPE I, 10 INCH	SQYD	16	\$70.00	\$1,120.00	\$65.00	\$1,040.00	\$75.00	\$1,200.00	\$65.00	\$1,040.00
44201765 CLASS D PATCHES, TYPE II. 10 INCH	SQ YD		\$68,00	\$14,212.00	\$55.00	\$11,495.00	\$65.00	\$13,585,00	\$64.00	\$13,376.00
44201769 CLASS D PATCHES, TYPE III, 10 INCH	SQ YD		\$65,00	\$14,365,00	\$50,00	\$11,050.00	\$60.00	\$13,260.00	\$55.00	\$12,155,00
44201771 CLASS D PATCHES, TYPE IV. 10 INCH	SQ YD		\$60.00	\$488,600.00	\$45.00	\$364,950.00	\$50,00	\$405,500.00	\$53.00	\$429,830.0
48101500 AGGREGATE SHOULDERS, TYPE B 6"	SQ YD FOOT		\$25,00	\$1,400.00	\$6.00	\$336.00	\$9.00	\$504,00	\$36,00	\$2,016.00
55100200 STORM SEWER REMOVAL 6" 55100300 STORM SEWER REMOVAL 8"	FOOT		\$16.00 \$18.00	\$192.00 \$2.844.00	\$3.00	\$36.00 \$474.00	\$1.00 \$1.00	\$12.00 \$158.00	\$8.00	\$96.00 \$1.580.00
55100300 STORM SEWER REMOVAL 8" 55100400 STORM SEWER REMOVAL 10"	FOOT		\$20.00	\$2,140.00	\$3.00	\$321.00	\$1.00	\$107,00	\$11,00	\$1,360.00
55100500 STORM SEWER REMOVAL 12"	FOOT		\$25.00	\$3,250.00	\$3.00	\$390.00	\$1.00	\$130.00	\$14.00	\$1,820.00
55100900 STORM SEWER REMOVAL 18"	FOOT		\$30.00	\$1,320.00	\$5.00	\$220,00	\$1.00	\$44,00	\$22,00	\$968.00
56100010 DUCTILE IRON WATER MAIN TEE, 8" X 4"	EACH			\$650.00	\$450.00	\$900.00	\$475.00	\$950.00	\$280.00	\$560.00
56100015 DUCTILE IRON WATER MAIN TEE, 8" X 6"	EACH	31	\$350.00	\$10,850.00	\$500.00	\$15,500.00	\$525.00	\$16,275.00	\$400,00	\$12,400.00
56100020 DUCTILE IRON WATER MAIN TEE, 8" X 8"	EACH		\$375.00	\$4,500.00	\$550.00	\$6,800.00	\$550.00	\$6,600.00	\$550.00	\$6,600.00
56100045 DUCTILE IRON WATER MAIN TEE, 12" X 4"	EACH		\$525.00	\$525.00	\$750.00	\$750.00	\$800.00	\$800.00	\$750.00	\$750.00
56100050 DUCTILE IRON WATER MAIN TEE, 12" X 6"	EACH		\$550.00	\$4,400.00	\$800.00	\$6,400.00	\$825.00	\$6,600.00	\$820,00	\$6,560,00
56100055 DUCTILE IRON WATER MAIN TEE, 12" X 8"	EACH		\$575.00	\$3,450.00	\$850.00	\$5,100.00	\$850.00	\$5,100.00	\$860.00	\$5,160.00
56100065 DUCTILE IRON WATER MAIN TEE, 12" X 12"	EACH FOOT		\$650.00 \$70.00	\$1,300.00	\$1,050.00 \$54.00	\$2,100.00 \$5,400.00	\$1,100.00 \$55.00	\$2,200.00 \$5,500.00	\$1,160.00	\$2,320.00
56100500 WATER MAIN 4" 56100600 WATER MAIN 6"	FOOT		\$75.00	\$55,125,00	\$56,00	\$41,160,00	\$60.00	\$44,100,00	\$78.00	\$57,330.00
56100700 WATER MAIN 8"	FOOT		\$80.00	\$437,040,00	\$62.00	\$338,706.00	\$65.00	\$355.095.00	574.00	\$404.262.0
56100900 WATER MAIN 12"	FOOT		\$95.00	\$248,805.00	\$78.00	\$204,282.00	\$85.00	\$222,615.00	\$91.00	\$238,329.0
56101148 DUCTILE IRON WATER MAIN REDUCER, 8" X 4"	EACH	4	\$325.00	\$1,300.00	\$300,00	\$1,200,00	\$350,00	\$1,400,00	\$310,00	\$1,240,00
56101148 DUCTILE IRON WATER MAIN REDUCER, 8" X 4" 56101150 DUCTILE IRON WATER MAIN REDUCER, 8" X 6"	EACH		\$350.00	\$3,150.00	\$325.00	\$2,925.00	\$400.00	\$3,600.00	\$340.00	\$3,060.00
56101158 DUCTILE IRON WATER MAIN REDUCER, 12" X 6"	EACH		\$400.00	\$400.00	\$475.00	\$475.00	\$500,00	\$500.00	\$520,00	\$520.00
56105430 INSERTING VALVES 4* 56105500 INSERTING VALVES 6"	EACH		\$6,500.00	\$13,000.00	\$6,200,00	\$12,400,00	\$7,000,00	\$14,000,00	\$6,000,00	\$12,000,00
56105500 INSERTING VALVES 6"	EACH		\$8,500.00	\$34,000.00	\$7,000.00	\$28,000.00	\$8,000.00	\$32,000.00	\$6,800.00	\$27,200.00
56105600 INSERTING VALVES 8"	EACH		\$10,500.00	\$21,000.00	\$7,800.00	\$15,600.00	\$9,000.00	\$18,000.00	\$7,660,00	\$15,320.00
56105702 INSERTING VALVES 12"	EACH EACH		\$12,500.00	\$25,000.00	\$11,300.00	\$22,600.00 \$50.00	\$14,500.00	\$29,000.00	\$10,660.00 \$225.00	\$21,320.00
56109398 DUCTILE IRON WATER MAIN FITTINGS 6" 11.25 DEGREE BEND	EACH	5	\$100,00 \$125.00	\$500,00 \$875.00	\$10.00	\$70,00	\$300.00 \$350.00	\$2,450,00	\$225.00	\$1,125.00 \$2,100,00
56109400 DUCTILE IRON WATER MAIN FITTINGS 8" 11.25 DEGREE BEND 56109404 DUCTILE IRON WATER MAIN FITTINGS 12" 11.25 DEGREE BEND	EACH		\$175.00	\$875.00	\$10,00	\$50.00	\$650.00	\$3,250.00	\$560.00	\$2,800.00



VILLAGE OF HINSDALE 2018 STREET PROGRAM NORTH INFRASTRUCTURE PROJECT

ENGINEERS OPINION OF PROBABLE CONSTRUCTION A LAMP CONCRETE CONTRACTORS, INC.

LOWEST BIDDER

A LAMP CONCRETE CONTRACTORS, INC.

623 Cooper Court Schaumburg, IL 60173 PH 630.994.2600 BID DATE: MARCH 1, 2018					200	WEST BIDDER				
	UNIT OF	TOTAL	0.00							
PAYITEM PAYITEM NAME		QUANTITY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL		
56109408 DUCTILE IRON WATER MAIN FITTINGS 8" 22.50 DEGREE BEND	EACH	4	\$125,00	\$500.00	\$10.00	\$40,00	\$350.00	\$1,400.00	UNIT PRICE	TOTAL
56109416 DUCTILE IRON WATER MAIN FITTINGS 4" 45.00 DEGREE BEND	EACH	2	\$100.00	\$200.00	\$10.00	\$20,00	\$250.00	\$500.00	\$310.00	\$1,240.00
56109418 DUCTILE IRON WATER MAIN FITTINGS 6" 45.00 DEGREE BEND	EACH	1	\$100.00	\$100.00	\$10.00	\$10.00	\$350.00	\$350.00	\$220.00	\$440.00
56109420 DUCTILE IRON WATER MAIN FITTINGS 8" 45.00 DEGREE BEND	EACH		\$150.00	\$10,950.00	\$10.00	\$730.00	\$350.00		\$250.00	\$250.00
56109424 DUCTILE IRON WATER MAIN FITTINGS 12" 45,00 DEGREE BEND	EACH	25	\$175.00	\$4,375.00	\$10.00	\$250.00	\$750.00	\$25,550.00	\$350.00	\$25,550.00
56400500 FIRE HYDRANTS TO BE REMOVED	EACH	14	\$950.00	\$13,300,00	\$600,00	\$8,400.00		\$18,750.00	\$710.00	\$17,750.00
56400820 FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX	EACH	33	\$5,000.00	\$165,000,00	\$5,200.00		\$750.00	\$10,500.00	\$850.00	\$11,900.00
60220200 MANHOLES, TYPE A, 4'-DIAMETER	EACH		\$4,000.00	\$12,000.00	\$2,800.00	\$171,600.00	\$6,500.00	\$214,500.00	\$4,680.00	\$154,440.0
60262700 INLETS TO BE RECONSTRUCTED	EACH	18	\$1,500.00	\$27,000.00		\$8,400.00	\$2,800.00	\$8,400.00	\$3,860.00	\$11,580.00
60404800 FRAMES AND GRATES, TYPE 11	EACH	56			\$200.00	\$3,600.00	\$500.00	\$9,000.00	\$860.00	\$15,480.00
60404805 FRAMES AND GRATES, TYPE 11V	EACH		\$450.00	\$25,200.00	\$400.00	\$22,400.00	\$550.00	\$30,800,00	\$450.00	\$25,200.00
60406000 FRAMES AND LIDS, TYPE 1, OPEN LID	EACH	5	\$500.00	\$2,500.00	\$400.00	\$2,000.00	\$550.00	\$2,750.00	\$490.00	\$2,450,00
50406100 FRAMES AND LIDS, TYPE 1, CLOSED LID			\$450.00	\$9,900.00	\$300.00	\$6,600.00	\$400.00	\$8,800.00	\$400.00	\$8,800,00
60500060 REMOVING INLETS	EACH		\$450.00	\$21,600.00	\$300,00	\$14,400,00	\$400.00	\$19,200.00	\$400.00	\$19,200,00
60603800 COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	EACH		\$250.00	\$250.00	\$100.00	\$100.00	\$200.00	\$200,00	\$150.00	\$150.00
67100100 MOBILIZATION	FOOT		\$20,00	\$199,240.00	\$20.50	\$204,221.00	\$24,00	\$239,088,00	\$24.00	\$239,088,0
	L SUM		\$50,000.00	\$50,000.00	\$282,000,00	\$282,000.00	\$400,000.00	\$400,000.00	\$488,000,00	\$488,000.0
78000100 THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	238	\$10.00	\$2,380.00	\$6.50	\$1,547,00	\$6.60	\$1,570.80	\$5.50	\$1,309.00
78000200 THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	264	\$4.00	\$1,056,00	\$1.50	\$396,00	\$1.00	\$264.00	\$1.00	
78000400 THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT		\$6.50	\$1,976.00	\$2.50	\$760,00	\$1.65	\$501.60		\$264.00
8000500 THERMOPLASTIC PAVEMENT MARKING - LINE 8"	FOOT		\$9.00	\$270.00	\$3.00	\$90.00	\$2,00		\$1.45	\$440.80
78000800 THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT		\$15.00	\$7,770.00	\$3.50	\$1,813,00		\$60,00	\$1.90	\$57.00
78000650 THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT		\$25.00	\$2,150.00	\$8.00		\$3.30	\$1,709.40	\$2.80	\$1,450.40
50B0330 STORM SEWERS, CLASS B, TYPE 2 10"	FOOT		\$110,00	\$43,120,00		\$688.00	\$6.60	\$567.60	\$5.35	\$460.10
50B0340 STORM SEWERS, CLASS B, TYPE 2 12"	FOOT		\$105.00	\$1,365.00	\$48.00 \$48.00	\$18,816.00	\$70.00	\$27,440,00	\$67.00	\$26,264.00
VOH1 STONE PAVEMENT AND SIDEWALK REMOVAL AND REPLACEMENT	SQFT		\$46.00			\$624.00	\$85.00	\$1,105.00	\$96,00	\$1,248.00
VOH10 COMBINATION CONCRETE CURB AND GUTTER, TYPE M-3.12 (MODIFIED)	FOOT			\$18,814.00	\$15.00	\$6,135.00	\$8.00	\$3,272.00	\$16,00	\$6,544,00
VOH12 4" VALVE IN VAULT		7635	\$25.00	\$190,875,00	\$21.50	\$164,152.50	\$23.25	\$177,513.75	\$22.00	\$167,970.00
VOH13 6" VALVE IN VAULT	EACH	1	\$1,500.00	\$1,500.00	\$2,800.00	\$2,800.00	\$3,000.00	\$3,000.00	\$4,460.00	\$4,460.00
VOH14 8" VALVE IN VAULT	EACH	3	\$2,000.00	\$6,000.00	\$3,000.00	\$9,000.00	\$4,000.00	\$12,000,00	\$4,620.00	\$13,860.00
	EACH		\$3,000.00	\$84,000.00	\$3,500.00	\$98,000,00	\$4,600.00	\$128,800,00	\$4,980.00	\$139,440,00
VOH15 12" VALVE IN VAULT	EACH	7	\$4,500.00	\$31,500.00	\$5,850,00	\$40,950,00	\$6,500.00	\$45,500.00	\$6,180.00	\$43,260,00
VOH16 BRICK SIDEWALK REMOVAL AND REPLACEMENT	SQ FT		\$25.00	\$19,850.00	\$15.00	\$11,910,00	\$20.00	\$15,880.00	\$12.00	
VOH19 DUCTILE IRON WATER MAIN FITTINGS, 12" X 8" CROSS	EACH	2	\$500,00	\$1,000.00	\$1,000.00	\$2,000,00	\$1,200.00	\$2,400.00		\$9,528.00
VOH2 PORTLAND CEMENT CONCRETE SURFACE REMOVAL, VARIABLE DEPTH	SQ YD	4691	\$3.00	\$14,073.00	\$3.50	\$16,418.50	\$3.25	\$15,245,75	\$1,550.00	\$3,100.00
VOH20 TELEVISING EXISTING SANITARY SERVICES	EACH		\$150.00	\$15,000.00	\$250.00	\$25,000.00	\$470.00		\$3.50	\$16,418.50
VOH21 AUGER WATER MAIN, 8 INCH	FOOT		\$350.00	\$38,500,00	\$360.00			\$47,000.00	\$485.00	\$48,500.00
VOH22 AUGER WATER MAIN, 12 INCH	FOOT		\$400.00	\$148,800.00		\$39,600.00	\$330.00	\$36,300.00	\$310.00	\$34,100.00
VOH23 CASING, 16 INCH	FOOT		\$200.00		\$425.00	\$158,100.00	\$430.00	\$159,960.00	\$435.00	\$161,820.00
VOH24 CASING, 24 INCH	FOOT		\$300,00	\$32,000,00	\$80.00	\$12,800.00	\$130.00	\$20,800,00	\$86.00	\$13,760.00
VOH25 REMOVE AND REPLACE SANITARY SEWER, 8"	FOOT			\$73,500,00	\$122.00	\$29,890.00	\$150.00	\$36,750.00	\$133.00	\$32,585,00
VOH26 REMOVE AND REPLACE SANITARY SEWER, 15"		376		\$3,008.00	\$72.00	\$27,072.00	\$150.00	\$56,400.00	\$126.00	\$47,376.00
VOH27 REMOVE AND REPLACE SANITARY SEWER, 18"	FOOT		\$110.00	\$63,360.00	\$98.00	\$56,448.00	\$200.00	\$115,200,00	\$168.00	\$96,768.00
	FOOT		\$160.00	\$35,520.00	\$135.00	\$29,970.00	\$230.00	\$51,060.00	\$241.00	\$53,502.00
THE PROPERTY OF THE PROPERTY O	SQFT	123	\$15,00	\$1,845.00	\$30,00	\$3,690,00	\$25.00	\$3,075.00	\$41.00	\$5,043,00
VOH31 WATER SERVICE REPLACEMENT, 3"	EACH	1 2	\$3,500.00	\$3,500.00	\$5,200.00	\$5,200.00	\$5,000.00	\$5,000.00	\$6,860.00	\$6,860,00
VOH32 PORTLAND CEMENT CONCRETE SIDEWALK 5", WITH RETAINING WALL	SQ FT	500	\$22.00	\$11,000,00	\$25.00	\$12,500,00	\$15.00	\$7,500.00	\$20.00	
VOH33 COMMERCIAL HMA DRIVEWAY PAVEMENT	SQ YD		\$20,00	\$6,960.00	\$42,00	\$14.616.00	\$55,00	\$19,140,00	\$48.00	\$10,000.00
VOH35 COMMERCIAL PCC DRIVEWAY PAVEMENT	SQ YD		\$80.00	\$16,320.00	\$74.00	\$15,096,00	\$60.00			\$16,704.00
VOH36 PCC DRIVEWAY PAVEMENT WITH INTEGRAL CURB, 6"	SQ YD		\$70.00	\$2,170.00	\$110.00	\$3,410.00	\$85.00	\$12,240.00	\$96.00	\$19,584.00
VOH37 REMOVE AND REINSTALL SIGN	EACH		\$250.00	\$4.250.00	\$100.00	\$1,700.00		\$2,635.00	\$112,00	\$3,472.00
VOH38 SEGMENTAL BLOCK RETAINING WALL REPAIR	SQ FT		\$65.00	\$5,265.00	\$65.00		\$300.00	\$5,100,00	\$190.00	\$3,230.00
VOH4 BRICK DRIVEWAY PAVEMENT REMOVAL AND REPLACEMENT	SQ FT					\$5,265.00	\$35.00	\$2,835.00	\$45.00	\$3,645.00
VOH40 DRAIN CONNECTIONS	EACH	8621		\$155,178,00	\$15.00	\$129,315.00	\$15.00	\$129,315.00	\$12.00	\$103,452,00
VOH41 ADJUSTING WATER SERVICE LINES			\$500.00	\$5,500.00	\$500.00	\$5,500,00	\$500.00	\$5,500.00	\$1,250.00	\$13,750.00
VOH42 DETENTION VAULT	EACH		\$175.00	\$17,500.00	\$1,00	\$100.00	\$200.00	\$20,000,00	\$100.00	\$10,000.00
VOH5 TRAFFIC CONTROL AND PROTECTION	LSUM		\$50,000.00	\$50,000.00	\$48,500.00	\$48,500.00	\$50,000.00	\$50,000.00	\$186,000,00	\$186,000.00
The state of the s	LSUM		\$65,000.00	\$65,000,00	\$75,500.00	\$75,500.00	\$635,000.00	\$635,000.00	\$170,000,00	\$170,000.00
	SQ YD		\$20,00	\$580.00	\$120,00	\$3,480.00	\$100,00	\$2,900,00	\$196,00	\$5,684,00
VOH53 SEGMENTAL BLOCK RETAINING WALL	SQFT		\$75.00	\$3,525.00	\$80.00	\$3,760.00	\$75.00	\$3,525.00	\$55.00	\$2,585,00
VOH6 CCDD/LUST TESTING, MANAGEMENT, & COMPLIANCE	L SUM		\$25,000.00	\$25,000,00	\$2,500,00	\$2,500.00	\$15,000.00	\$15,000.00	\$50,000.00	\$50,000,00
VOH7 CCDD MATERIALS MANAGEMENT ALLOWANCE	L SUM		\$60,000.00	\$60,000.00	\$60,000,00	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000,00	
VOH9 COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12 (MODIFIED)	FOOT	13106		\$353,862,00	\$20.50	\$268,673.00	\$24.00	\$314,544,00		\$60,000.00
0327123 CURED-IN-PLACE PIPE LINER, 8"	FOOT	561		\$22,440.00	\$49.50	\$27,769,50			\$24,00	\$314,544.00
3327786 CURED-IN-PLACE PIPE LINER, 15"	FOOT	505		\$30.300.00	\$63.00		\$50.00	\$28,050.00	\$94.00	\$52,734.00
1200015 VALVE VAULTS TO BE ABANDONED	EACH		\$1,000.00			\$31,815.00	\$65.00	\$32,825.00	\$100.00	\$50,500.00
2520700 SODDING, SPECIAL	SQ YD			\$12,000.00	\$300.00	\$3,600.00	\$350.00	\$4,200.00	\$450.00	\$5,400.00
5610700 WATER MAIN REMOVAL		25566		\$332,358.00	\$15.00	\$383,490.00	\$7.00	\$178,962.00	\$14.00	\$357,924.00
5610744 WATER MAIN KEMOVAL	FOOT		\$10,00	\$750.00	\$5.00	\$375.00	\$1,00	\$75.00	\$18,00	\$1,350,00
5610746 WATER MAIN LINE STOP 4"	EACH		\$3,500.00	\$21,000,00	\$3,000.00	\$18,000,00	\$2,000.00	\$12,000,00	\$3,850.00	\$23,100.00
3010/40 WATER MAIN LINE STOP 6	EACH	15	\$4,000.00	\$60,000.00	\$3,400.00	\$51,000,00	\$3,000,00	\$45,000.00	\$4,200.00	\$63,000.00



VILLAGE OF HINSDALE 2018 STREET PROGRAM NORTH INFRASTRUCTURE PROJECT

623 Cooper Court Schaumburg, II. 60173	NORTH INFRASTRUCTURE FROSECT					LOW	/EST BIDDER				
PH 630,994,2000 O. PAYITEM PAYITEM NAME	BID DATE: MARCH 1, 2018			UNIT PRICE	TOTAL						
3 X5610748 WATER MAIN LINE STOP 8"		EACH		\$4,500.00	\$31,500.00	\$3,800.00	\$26,600.00	\$3,500.00	\$24,500.00	\$4,700.00	\$32,900.00
4 X5610750 WATER MAIN LINE STOP 10"		EACH		\$5,500.00	\$27,500.00	\$4,900.00	\$24,500.00	\$4,500.00	\$22,500.00	\$5,700.00	\$28,500.00
5 X5610752 WATER MAIN LINE STOP 12"		EACH		\$7,000.00	\$35,000.00	\$5,300.00	\$26,500.00	\$5,000.00	\$25,000.00	\$6,300.00	\$31,500.00
5 X5620102 WATER SERVICE REPLACEMENT, 1,5" - SHORT		EACH		\$1,000.00	\$55,000.00	\$2,100.00	\$115,500.00	\$2,200.00	\$121,000.00	\$2,980.00	\$163,900.00
7 X5620104 WATER SERVICE REPLACEMENT, 1.5" - LONG		EACH		\$1,500.00	\$108,000.00	\$2,800.00	\$201,600.00	\$3,000.00	\$216,000.00	\$3,640.00	\$262,080.00
8 X5630004 CUT AND CAP EXISTING 4" WATER MAIN		EACH		\$1,300.00	\$9,100.00	\$500.00	\$3,500.00	\$1,200.00	\$8,400.00	\$1,160,00	\$8,120.00
9 X5630006 CUT AND CAP EXISTING 6" WATER MAIN		EACH	12	\$1,400.00	\$16,800.00	\$500.00	\$6,000.00	\$1,500.00	\$18,000.00	\$1,280.00	\$15,360,00
X5630008 CUT AND CAP EXISTING 8" WATER MAIN		EACH	6	\$1,500.00	\$9,000.00	\$650.00	\$3,900.00	\$1,600,00	\$9,600.00	\$1,310.00	\$7,860,00
1 X5630012 CUT AND CAP EXISTING 12" WATER MAIN		EACH		\$1,800.00	\$18,000.00	\$1,200.00	\$12,000.00	\$1,800,00	\$18,000.00	\$1,440.00	\$14,400.00
X5630704 CONNECTION TO EXISTING WATER MAIN 4"		EACH	2	\$2,000.00	\$4,000.00	\$1,600.00	\$3,200,00	\$2,500,00	\$5,000.00	\$2,260.00	\$4,520.00
X5630706 CONNECTION TO EXISTING WATER MAIN 6"		EACH	9	\$2,500.00	\$22,500,00	\$1,800.00	\$16,200.00	\$2,800.00	\$25,200.00	\$2,360,00	\$21,240.00
X5630708 CONNECTION TO EXISTING WATER MAIN 8"		EACH	8	\$3,000.00	\$24,000.00	\$2,100.00	\$16,800.00	\$3,300.00	\$26,400.00	\$2,810.00	\$22,480.00
X5630712 CONNECTION TO EXISTING WATER MAIN 12"		EACH	3	\$4,000.00	\$12,000.00	\$3,200.00	\$9,600.00	\$3,800.00	\$11,400,00	\$3,440,00	\$10,320.00
X6026632 VALVE BOXES TO BE REMOVED		EACH	3	\$600.00	\$1,800.00	\$150.00	\$450.00	\$200.00	\$600.00	\$180.00	\$540,00
XX000300 CONCRETE STEPS		SQ FT	190	\$100,00	\$19,000.00	\$55.00	\$10,450.00	\$20,00	\$3,800.00	\$71.00	\$13,490,00
XX004689 SANITARY SERVICE TO BE ADJUSTED		EACH	100	\$500.00	\$50,000.00	\$50.00	\$5,000.00	\$250.00	\$25,000.00	\$370.00	\$37,000.00
XX008257 STAMPED COLORED PORTLAND CEMENT CON	ICRETE SIDEWALK, 5 INCH	SQFT	375	\$40.00	\$15,000.00	\$22.00	\$8,250.00	\$20.00	\$7,500.00	\$18.00	\$6,750,00
XX008348 MORTAR EXISTING STRUCTURE		EACH	2	\$250.00	\$500,00	\$350.00	\$700.00	\$250.00	\$500.00	\$650.00	\$1,300.00
1 Z0004514 HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 4"	7.00	SQYD	1795	\$10.00	\$17,950.00	\$36.00	\$64,620.00	\$40.00	\$71,800.00	\$47.00	\$84,365.00
Z Z0013798 CONSTRUCTION LAYOUT		L SUM	1	\$25,000.00	\$25,000.00	\$35,000.00	\$35,000,00	\$45,000,00	\$45,000,00	\$50,000,00	\$50,000.00
Z0017400 DRAINAGE & UTILITY STRUCTURES TO BE ADJ	USTED	EACH	119	\$500.00	\$59,500,00	\$250.00	\$29,750,00	\$50.00	\$5,950.00	\$480.00	\$57,120,00
Z0017700 DRAINAGE & UTILITY STRUCTURES TO BE REC	CONSTRUCTED	EACH	54	\$2,500.00	\$135,000.00	\$1,200.00	\$64,800,00	\$800,00	\$43,200,00	\$1,460,00	\$78,840.00
Z0018500 DRAINAGE STRUCTURES TO BE CLEANED		EACH	20	\$275.00	\$5,500.00	\$250.00	\$5,000.00	\$150.00	\$3,000.00	\$325,00	\$6,500.00
Z0044500 PRESSURE CONNECTION 6" X 6"		EACH	3	\$3,750.00	\$11,250,00	\$4,600,00	\$13,800,00	\$4,500.00	\$13,500,00	\$5,820,00	\$17,460.00
Z0044700 PRESSURE CONNECTION 8" X 6"		EACH	1	\$4,500.00	\$4,500,00	\$5,000.00	\$5,000,00	\$6,000,00	\$6,000,00	\$6,440.00	\$6,440.00
Z0044800 PRESSURE CONNECTION 8" X 8"		EACH		\$5,000.00	\$5,000.00	\$5,800.00	\$5,800.00	\$6,500.00	\$6,500,00	\$6,610.00	\$6,610,00
Z0045002 PRESSURE CONNECTION 12" X 8"		EACH		\$6,500.00	\$19,500.00	\$6,200.00	\$18,600.00	\$7,500.00	\$22,500.00	\$6,800,00	\$20,400,00
Z0045100 PRESSURE CONNECTION 12" X 12"		EACH		\$7,000.00	\$7,000.00	\$8,400.00	\$8,400,00	\$9,500,00	\$9,500,00	\$8,420.00	\$8,420,00
1 Z0056604 STORM SEWER (WATER MAIN REQUIREMENTS	S) 8 INCH	FOOT		\$120.00	\$17,760.00	\$52.00	\$7.696.00	\$65.00	\$9,620,00	\$55.00	\$8,140,00
2 Z0056606 STORM SEWER (WATER MAIN REQUIREMENTS		FOOT		\$140.00	\$12,180,00	\$60,00	\$5,220,00	\$85.00	\$7,395.00	\$67.00	\$5,829.00
20056608 STORM SEWER (WATER MAIN REQUIREMENTS		FOOT		\$160.00	\$18,720.00	\$78.00	\$9,126,00	\$95.00	\$11,115.00	\$92.00	\$10,764,00
4 Z0056610 STORM SEWER (WATER MAIN REQUIREMENTS		FOOT	30		\$6,000.00	\$110.00	\$3,300,00	\$110,00	\$3,300,00	\$136.00	\$4.080.00
Z0056612 STORM SEWER (WATER MAIN REQUIREMENTS		FOOT		\$240,00	\$10,560.00	\$130,00	\$5,720.00	\$115.00	\$5,060.00	\$188.00	\$8,272.00
		CALCULAT	ED TOTAL		\$9,069,594.50		\$7,356,648.05		\$8,443,413.64		\$9,188,572.60
			AD TOTAL		N/A		\$7,357,148,05		\$8,443,413,64		\$9,188,572,60

ENGINEERS OPINION OF PROBABLE COST

CALC'D BY AF CHECKED BY E.K

HIGHLIGHTED CELLS DENOTE DISCREPANCIES BETWEEN VALUES PROVIDED IN BIID PROPOSALS AS SURMITTED, AND VALUES CALCULATED FROM BIID PROPOSALS AS REVIEWED

A LAMP CONCRETE CONTRACTORS, INC.

MARTAM CONSTRUCTION, INC.

JOHN NERI CONSTRUCTION

Exhibit B: Construction Engineering Services

- 1. The consultant will provide a full-time Resident Engineer for the duration of the project. The Resident Engineers responsibilities include, but are not limited to:
 - A. Attendance at project meeting including pre-bid, pre-construction, and weekly construction meetings.
 - B. On-site observation of the contractor's operations to ensure conformance with the contract documents.
 - C. Maintain a project diary and provide a written weekly progress report to the Village. Keep field notes for documentation of payable work as well as allow for verification of the contractor's submitted Record Drawings. Advise the Village of any changes or conditions that impact the project in a timely manner.
 - D. Serve as the Village's liaison with the Contractor, public/private utilities, various jurisdictional agencies, and the general public.
 - E. Documentation of quantities, quality assurance, arranging for materials testing, and other documentation as may be required by IDOT standards.
 - F. Daily review and inspect traffic control items and erosion control plan implementation/maintenance.
 - G. Alert the contractor's field superintendent when un-approved materials or equipment are being used and advise the Village of such occurrences.
 - H. Meeting the requirements of Public Act 96-1416 to include certification of the site of origin and ensuring that all construction debris taken from the site is monitored by a photo-ionization detector (PID) for volatile chemicals, as necessary.
 - Review and provide recommendations to the Village concerning applications for payment by the contractor and change order requests.
 - J. Upon substantial completion, inspect the improvements, develop and monitor completion of the final punch-list.
 - K. Coordinate with the contractor to provide a complete set of record drawings.
 - L. Track project costs.
 - M. Monitor and inform the Village Engineer of any change to the construction contractor's scope of work to support the "Village of Hinsdale Infrastructure Change Order Policy" dated September 2012 including
 - a. Notify the Village Engineering of change orders prior to their execution. Construction cannot be conducted on that change until approval is received from the Village Manager or Trustee(s).
 - b. Provide a weekly update to the Village Engineer for change orders.

VILLAGE OF HINSDALE Page 1

- c. Review, approve and forward change order documentation to the Village Engineer in a timely manner.
- N. Provide a pre-construction video of the construction site and adjacent property features.
- O. Assist the Village with resident notifications as required.
- P. Coordinate with Village Public Services for utility conflicts, main breaks, water main filling/flushing, interim record drawings, etc. as necessary.
- 2. The consultant will inform the Village of any changes to the scope of the Engineering Services Contract in a timely manner prior to the execution of the action/activity. These changes must be approved by the Village Manager or Trustee(s) prior to the services being provided.
- 3. The consultant will provide the Village of Hinsdale a copy of
 - A. Final construction documents (AutoCAD format for plans and Word format for Specifications) and
 - B. Record Drawings (AutoCAD format for plans and Word format for Specifications). These will include as-built rim, invert, and dimension for all constructed gravity sewers.
 - C. Project Files (job boxes) at the completion of the project.

VILLAGE OF HINSDALE Page 2



Fire Department

AGENDA SECTION:

First Reading - ZPS

SUBJECT:

Temporary Increase of Firefighter/Paramedics

MEETING DATE:

March 20, 2018

FROM:

John Giannelli, Fire Chief

Emily Wagner, Administration Manager

Recommended Motion

Approve the increase in the number of sworn Firefighter/Paramedics by two personnel from 15 to 17 with the intent to revert back to 15 at the appropriate time after the retirement of two Fire Department employees.

Background

In May 2018, an incumbent Fire Lieutenant will retire and in June 2018 an incumbent Fire Captain will retire. When this happens, the Fire Department will need to replace their positions with new Firefighter/Paramedic hires from the current eligibility list that is valid until December 20, 2018. There is a high probability that the next two candidates on the list will not have any, or very little, fire training experience. If this is the case, the candidates will need to attend a Fire Academy where they will receive their Basic Operations Firefighter (BOF) certification. Once the candidates complete the BOF certification, they will be on day shift at the Firehouse for further training on the Good Samaritan Medical protocols, Fire Department SOPs, geography/streets, and locations and use of equipment. Please note a pre-requisite for all candidates is to be a licensed Paramedic at the time of hire.

Staff recommends sending both candidates to the NIPSTA Fire Academy at a cost of \$3,895 per candidate, funds which we currently have in the budget. The Academy begins April 16 and runs through June 15, 2018. Classes run from 8:00 a.m. to 5:00 p.m., and the Academy includes the Hazardous Materials Operations certificate program. Staff recommends using NIPSTA in order to take advantage of the Hazardous Materials Operations certificate.

If the Village does not take advantage of the April start date, NIPSTA's next Fire Academy does not start until July 16 and runs through September 14, 2018.

The Hinsdale Fire Department has 15 sworn Firefighter/Paramedics, three Lieutenants and three Captains, plus the Fire Chief, for a total of 22 sworn members. Minimum staffing is six members per shift. Anything fewer than six members on a daily shift requires hiring back off-duty personnel.

<u>Discussion & Recommendation</u>

The Fire Department is proposing to hire both candidates at the same time and sending them to the same Academy. Once they both complete the Academy and the two weeks of day training at the Firehouse, both the incumbent Captain and Lieutenant will have retired and the candidates will start a regular 24-hour shift.

Staff also recommends a simultaneous overhire in order to combine all of the necessary training efforts.

Budget Impact

In summary, the Village will incur more in overtime costs to postpone hiring the new candidates until after both the incumbent Captain and Lieutenant have retired. The chart below compares the estimated overtime costs that will occur if the Village overhires two candidates now instead of waiting until later in the year after the retirements. The salary and benefits for both new candidates are also included below.

	Assumes July 1 St Candid			ber 15 Start Date for andidates		
Position to Cover	Captain	Lieutenant	Captain	Lieutenant		
Number of Shifts to Cover	7	16	32	41		
	\$9,240	\$21,120	\$42,240	\$54,120		
	Total Overtime	\$30,360	Total Overtime	\$96,360		
Candidate 1 Salary + Benefits		\$5,962				
Candidate 2 Salary + Benefits	\$11,924	\$48,246		\$96,360		
		φ +0,2 40		· •		
			Delta	\$48,11 <i>4</i>		

Village Board and/or Committee Action

Staff has communicated this information with the ZPS Chair.

Documents Attached

N/A



AGENDA ITEM # 100
REQUEST FOR BOARD ACTION
Finance

AGENDA SECTION:

Consent - ACA

SUBJECT:

Accounts Payable-Warrant #1645

MEETING DATE:

March 20, 2018

FROM:

Darrell Langlois, Assistant Village Manager/Finance Director

Recommended Motion

Move to approve payment of the accounts payable for the period of March 7, 2018 through March 20, 2018 in the aggregate amount of \$852,010.25 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 #1645 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 #1645

VILLAGE OF HINSDALE

ACCOUNTS PAYABLE WARRANT REGISTER #1645

FOR PERIOD March 7, 2018 through March 20, 2018

The attached Warrant Summary by Fund and Warrant Register listing TOTAL DISBURSEMENTS FOR ALL FUNDS of \$852,010.25 reviewed and approved by the below named officials.

APPROVED BY OM	& Starter	DATE 3/15/18
VILLAGE	TREASURER/ASSISTAN	Γ VILLAGE MANAGEŔ
APPROVED BY	VILLAGE MANA	DATE 3/15/17
APPROVED BY		DATE
	VILLAGE TRUS	TEE

Village of Hinsdale #1645 Summary By Fund

Recap By Fund	Fund	Regular Checks	ACH/Wire Transfers	Total
General Fund	10000	184,796.10	-	184,796.10
Capital Project Fund	45300	48,384.12	-	48,384.12
Water & Sewer Operations	61061	367,748.30	-	367,748.30
Escrow Funds	72100	44,000.00	-	44,000.00
Payroll Revolving Fund	79000	9,411.12	197,670.61	207,081.73
Total		654,339.64	197,670.61	852,010.25

Village of Hinsdale Schedule of Bank Wire Transfers and ACH Payments 1645

Payee/ Date	Description	Vendor Invoice	Invoice Amount
Electronic Federal Tax Payment Systems 3/9/2018	Village Payroll #5 - Calendar 2018	FWH/FICA/Medicare	\$ 83,457.71
Illinois Department of Revenue 3/9/2018	Village Payroll #5 - Calendar 2018	State Tax Withholding	\$ 17,497.89
ICMA - 457 Plans 3/9/2018	Village Payroll #5 - Calendar 2018	Employee Withholding	\$ 15,175.54
HSA PLAN CONTRIBUTION 3/9/2018	Village Payroll #5 - Calendar 2018	Employer/Employee Withholding	\$ 1,540.45
Intergovernmental Personnel Benefit Coope	rative	Employee Insurance	\$ -
Illinois Municipal Retirement Fund	Total Bank Wi	Employer/Employee	\$ 79,999.02 \$ 197,670.61

ipbc-general payroll 197,670.61 197,670.61

	WARRANT REG	SISTER:	1645		DATE: 03/20/18	
VOUCHER	VOUCHER DESCRIPTION		INVOICE NUMBE		AMOUNT PAID	
CITI CARDS 216053 216054 216055	KLM SUPPLIES BOARD RM COFFEE & VENDING ICE RINK SUPPLIES		12732	113288	\$5.98 \$52.88 \$103.90 \$162.76 1/3 28 & C	VOID
216131	AFLAC OTHER AFLAC SLAC ALFAC OTHER		0309180 0309180	00000000 00000000 00000000 113290	\$231.27	
	IFE PROCCESSING COLONIAL S L A C T			00000000 113291	\$4 5.18 \$45.18	
	ATERNAL ORDER UNION DUES T			00000000 113292	\$688.00 \$688.00	
216126	E RETIREMENT SOL USCM/PEBSCO USCM/PEBSCO T		0309180	00000000 00000000 113293	*·	
216134 216135	E TRUST CO.FSB PEHP REGULAR PEHP UNION 150 PEHPPD T		03091800 03091800	00000000 00000000 00000000 113294		
216124	P LIFE INS#3105 LIFE INS	4	0309180	00000000 113295	·	÷
	URSEMENT UNIT CHILD SUPPORT To		03091800 Check:	00000000 11 3296	\$313.21 \$313.21	
216138	URSEMENT UNIT CHILD SUPPORT TO		03091800 Check :	00000000 113297	\$230.77 \$230.77	·
STATE DISB (216139	JRSEMENT UNIT CHILD SUPPORT TO		03091800 Check:	00000000 1 13298	\$764.77 \$764.77	
STATE DISB	JRSEMENT UNIT					

Run date: 15-MAR-18

Village of Hinsdale

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WARRANT REGISTER: 1645 DATE: 03/20/18 VOUCHER INVOICE AMOUNT VOUCHER DESCRIPTION NUMBER PAID 216140 CHILD SUPPORT 030918000000000 \$672.45 Total for Check: 113299 \$672.45 V.O.H. FLEX BENEFITS 216128 DEP CARE REIMBURSEMENT 030918000000000 \$125.00 216129 MEDICAL REIMBURSEMENT 0309180000000000 \$755.59 216130 MEDICAL REIMBURSEMENT 030918000000000 \$643.57 Total for Check: 113300 \$1,524.16 VOID 113301 **BMO HARRIS BANK N.A.** 216290 MISCELLANOUES CHARGES \$670.00 **FEBRUARY** 216290 MISCELLANOUES CHARGES **FEBRUARY** \$9.70 216290 MISCELLANOUES CHARGES **FEBRUARY** \$5.00 MISCELLANOUES CHARGES 216290 **FEBRUARY** \$65.01 MISCELLANOUES CHARGES 216290 **FEBRUARY** \$42.52 MISCELLANOUES CHARGES 216290 FEBRUARY \$265.07 MISCELLANOUES CHARGES \$72.23 216290 **FEBRUARY** 216290 MISCELLANOUES CHARGES **FEBRUARY** \$560.00 MISCELLANOUES CHARGES 216290 **FEBRUARY** \$356.00 MISCELLANOUES CHARGES . 216290 **FEBRUARY** \$62.95 MISCELLANOUES CHARGES 216290 **FEBRUARY** \$57.97 216290 MISCELLANOUES CHARGES **FEBRUARY** \$480.00 216290 MISCELLANOUES CHARGES **FEBRUARY** \$174.00 216290 MISCELLANOUES CHARGES **FEBRUARY** \$425.09 MISCELLANOUES CHARGES 216290 **FEBRUARY** \$269.00 Total for Check: 113302 113003 \$3,514.54 VOID A & B LANDSCAPING 216067 KLM & CBD SNOW REMOVAL 2018-024 \$3,533.75 216067 KLM & CBD SNOW REMOVAL 2018-024 \$735.00 Total for Check: 113304 \$4,268.75 A & M AUTO PARTS 216252 HOSE CONNECTION-DEF FLUID 455924 \$27.29 456100 216253 HOSE CONNECTION-ANTIFREEZ \$34.69 Total for Check: 113305 \$61.98 A BLOCK MARKETING INC 216279 **DUMPING** ME00012056 \$30.00 Total for Check: 113306 \$30.00 A M LEONARD 216152 GARDENING SUPPLIES CII8011943 \$53.97 216152 **GARDENING SUPPLIES** CII8011943 \$225.42 216152 **GARDENING SUPPLIES** CII8011943 \$87.72 216152 **GARDENING SUPPLIES** CII8011943 \$72.87 **GARDENING SUPPLIES** 216152 CII8011943 \$129.03 216152 **GARDENING SUPPLIES** CII8011943 \$91.74

	WARRANT RE	GISTER:	1645		DATE: 03/20/18
VOUCHER	VOUCHER DESCRIPTION		NUMBER		AMOUNT PAID
216152 216152 216152 216152 216153 216153 216153 216153 216153	GARDENING SUPPLIES GARDENING SUPPLIES GARDENING SUPPLIES GARDENING SUPPLIES SHEARS, PRUNER-BLADES SHEARS, PRUNER-BLADES SHEARS, PRUNER-BLADES SHEARS, PRUNER-BLADES SHEARS, PRUNER-BLADES		CII80119 CII80119 CII80119 CII80119 CII80119 CII80119 CII80119 CII80119	43 43 43 44 44 44 44	\$14.82 \$215.88 \$202.47 \$178.08 \$35.07 \$94.47 \$38.85 \$33.99 \$59.66 \$1,534.04
216272	BBER COMPANY NEW HOSES & COUPLINGS	Total for	5271342 Check:		\$86.3 4 \$86.34
AC BRETT E 216260	QUIPMENT VOLVO-24 VOLT BULBS	Total for	281000 Check:	113309	\$26.17 \$26.17
AKHRAS, AS 216293	MA KLM SECURITY DEP-EN180216		24413 Check:	113310	\$500.00 \$500.00
ALEXANDER 216202	EQUIPMENT TOOLS	Total for	141556 Check:	113311	\$366.61 \$ 366.61
216189	CUSTODIAL SVCS-PW	Total for	18651-V/ 18651-V/ 18651-V/ 18651-V/ Check:	4 4 4	\$777.00 \$1,678.00 \$1,886.00 \$534.00 \$ 4,875.00
216255	CARNIVAL MART EGG HUNT PRIZES	Total for	216246 Check:	113313	\$ 34 4 .95 \$344.95
216254 216254	CTR BOLINGBROOK DRUG SCREENINGS DRUG SCREENINGS	Total for	031808 031808 Check:	113314	\$90.00 \$140.00 \$230.00
ANDRES ME 216233	DICAL BILLING LT FEBRUARY COLLECTIONS	Total for	143244 Check:	113315	\$1,046.29 \$1,046.29
ARAMARK U	NIFORM SERVICES				

Run date: 15-MAR-18 Village of Hinsdale Page: 4 **WARRANT REGISTER: 1645** DATE: 03/20/18 INVOICE **AMOUNT** VOUCHER NUMBER PAID VOUCHER DESCRIPTION \$79.80 FD FLOOR MATS 2081444903 216106 2081454572 \$79.80 216198 FD FLOOR MATS Total for Check: 113316 \$159.60 ATLAS BOBCAT LLC SNOW BLOWER ATTACHMENT BE1942 \$248.50 216274 Total for Check: 113317 \$248.50 ATUESTA, PATRICIA 24415 \$200.00 KLM SECURITY DEP-EN180505 216286 \$200.00 Total for Check: 113318 **AXON ENTERPRISES, INC** 2 BATTERIES FOR TASERS SI1524638 \$124.00 216220 Total for Check: 113319 \$124.00 **BACKGROUNDS ONLINE** \$49.95 500127 216091 PARK & REC BACKGROUND Total for Check: 113320 \$49.95 **BAYIT BUILDERS LLC** 24215 \$5,000.00 216240 CONT BD-422 S OAK \$5,000.00 Total for Check: 113321 BRETT EQUIPMENT 216277 STROBE TUBES 278476 \$145.79 Total for Check: 113322 \$145.79 CALL ONE \$648.49 216298 PHONE CHARGES-MARCH 1213105-1136113 216298 PHONE CHARGES-MARCH 1213105-1136113 \$1,159,13 PHONE CHARGES-MARCH 1213105-1136113 \$254.06 216298 1213105-1136113 \$55.80 216298 PHONE CHARGES-MARCH 1213105-1136113 \$96.81 216298 PHONE CHARGES-MARCH 1213105-1136113 \$55.80 PHONE CHARGES-MARCH 216298 1213105-1136113 \$265.78 PHONE CHARGES-MARCH 216298 1213105-1136113 \$150.27 216298 PHONE CHARGES-MARCH 1213105-1136113 \$1,482.99 216298 PHONE CHARGES-MARCH Total for Check: 113323 \$4.169.13 CALLAHAN, JOHN 24084 \$500.00 CONT BD-29 S MONROE 216245 Total for Check: 113324 \$500.00

7312373

Total for Check: 113325

\$226,70

\$226.70

CARDIAC SCIENCE CORP.

216104

TROUBLE SHOOT AN AED

	WARRANT RE	GISTER: 1645	DATE: 03/20/18
VOUCHER	VOUCHER	INVOICE	AMOUNT
	DESCRIPTION	NUMBER	PAID
216116	DLARS	3000776	\$58.00
	12-2-17 CHESS TOURNAMENT	Total for Check: 113326	\$58.00
	D SMITH LLP	9681	\$2,718.75
	LEGAL FILE 12929-001	Total for Check: 113327	\$2 ,718.7 5
COLLEGE OF	F DUPAGE	8859	\$225.00
216248	LOCK PICKING CLASS	Total for Check: 113328	\$225.00
216089 216226 216227 216228 216229 216299 216299	POOL POLICE V VG VG-KLM WATER VILLAGE HALL POLICE & FIRE POLICE & FIRE	8771201110037136 8771201110036781 8771201110036807 877120111036815 8771201110036757 8771201110009242 8771201110009242 Total for Check: 113329	\$144.35 \$162.90 \$104.85 \$134.35 \$254.85 \$63.24 \$63.25 \$927.79
216156 216157 216158 216159 216160 216161 216162 216163 216164 216165 216166 216167 216168 216169 216170 216171	57TH STREET ELEANOR PARK WARMING HOUSE/PADDLE HUT CHESTNUT PARKING CLOCK TOWER STREET LIGHTS 314 SYMONDS DR FOUNTAIN BURLINGTON PARK ROBBINS PARK STREET LIGHTS WASHINGTON VEECK PARK VEECK PARK VEECK PARK VEECK PARK WEECE PARK WALNUT STREET	0203065105 0381057101 0395122068 0417073048 0471095066 0499147045 0639032045 0697168013 2378029015 2425068008 3454039030 7011157008 7011378007 7011481018	\$480.23 \$771.41 \$129.61 \$14.38 \$39.31 \$65.83 \$547.51 \$86.59 \$74.44 \$7.48 \$34.54 \$47.32 \$467.93 \$731.86 \$40.33 \$330.07 \$34.91
216173	KLM LODGE 80/20 KLM LODGE 80/20 SAFETY TOWN ROBBINS PARK TRAIN STATION BROOK PARK POOL ELEANOR PARK	7093551008	\$894.30
216174		7093551008	\$223.58
216175		7261620005	\$25.29
216176		8521083007	\$791.07
216177		8521342001	\$833.34
216178		8605174005	\$411.61
216179		8605437007	\$639.23
216180		8689206002	\$54.10

	WARRANT RE	GISTER:	1645		DATE: 03/20/18
VOUCHER	VOUCHER DESCRIPTION		INVOICE NUMBER		AMOUNT PAID
216181 216182	STOUGH PARK BURNS FIELD		8689480 8689640 Check:	004 1 13330	\$24.28 \$30.63 \$7,831. 18
COMMERCIA	L COFFEE SERVICE	w cneck i	number 1	13331 processed	
216101	4 BOXES OF COFFEE	Total for	146438 Check:	113332	\$150.00 \$150.00
COMPASS M	INERALS AMERICA				
216206 216289	ROADWAY SALT ROADWAY SALT	Total for	207863 208675 Check:	113333	\$4,208.35 \$985.42 \$5,193.77
CORE & MAI	N LP				
216204	RUTH LAKE CC PIT MXD		1462634 Check:	113334	\$197.00 \$197.00
CUMMINS NE					
216283	NON-WARRANTY REPAIRS	Total for	F2-700 Check:	113335	\$1,100.52 \$1,100.52
DAILY HERA					
216201	LEGAL POSTING-BID 1639 LEGAL POSTING-BID 1639 LEGAL POSTING-BID 1639 LEGAL POSTING-BID 1639		T449211 T449211 T449211 T449211	0 0	\$21.85 \$21.85 \$21.85 \$21.85
2.020.	22.3/12.1 33 1113 133 1333		Check:		\$87.40
DEPAUL UNI	VERSITY				
216287	KLM SECURITY DEP-EN180227		24404 Check:	113337	\$250.00 \$250.00
	NSTRUCTION				
216234	ST MGMT-233 FULLER		23789 Check:	113338	\$3,000.00 \$3,000.00
	NSTRUCTION				
216235	CONT BD-233 FULLER	Total for	23790 Check:	113339	\$10,000.00 \$10,000.00
DIRECT ADV					
216095 216188	RECRUITMENT VIDEO-OFFICER FEBRUARY MONTHLY RETAINE		1648 1653		\$2,000.00 \$2,500.00
		Total for		113340	\$4,500.00
DOHERTY &	ASSOCIATES INC				
216109 216110	HMS DECK WEEK OF 2-26-18 HMS DECK WEEK OF 2-19-18		012618 021918		\$450.00 \$450.00

Run date: 15-MAR-18

Village of Hinsdale

	WARRANT RE	EGISTER: 1645	DATE: 03/20/18
VOUCHER	VOUCHER	INVOICE	AMOUNT
	DESCRIPTION	NUMBER	PAID
216111 216112 216113 216114	HMS DECK WEEK OF 2-5-18 HMS DECK WEEK OF 2-29-18	021218 020518 012918 012218 Total for Check: 113341	\$750.00 \$1,125.00 \$600.00 \$450.00 \$3,825.00
	TER COMMISSION	12086	\$347,617.04
	WATER CHARGES-FEB	Total for Check: 113342	\$347,617.04
FACTORY M	OTOR PARTS CO OIL & OIL FILTERS	50-1922124	\$112.46
216267		Total for Check: 113343	\$112.46
FCWRD 216090	SEWER-FEB	008919-000 Total for Check: 113344	\$ 70.94 \$70.94
FINNELL, JO 216083	HN	156240	\$61.41
	CDL RENEWAL LICENSE	Total for Check: 113345	\$61.41
	Y CONSULTANTS PLAN REVIEW FOR FIRE SUPP	2018-175 Total for Check: 113346	\$1,439.53 \$1,439.53
FLEET PRIDE		92601372	\$15.80
216266		Total for Check: 113347	\$15.80
FU, MEIMEI	CONT BD-732 PHILIPPA	23567	\$500.00
216244		Total for Check: 113348	\$500.00
216216	MISCELLANEOUS HARDWARE		\$5.16 \$95.23 \$3.14 \$7.19 \$9.97 \$6.83 \$12.59 \$30.72 \$8.98 \$48.57 \$5.93 \$11.23 \$245.54

Run date: 15-MAR-18

Village of Hinsdale

	WARRANT RE	GISTER:	1645		DATE: 03/20/18
VOUCHER	VOUCHER DESCRIPTION		INVOICE NUMBER		AMOUNT PAID
	LONG SLEEVE TWILL LONG SLEEVE TWILL		00925859 00926738 Check:		\$85.98 \$47.99 \$133.9 7
GLORIOUS 0 216285			24422 Check:	113351	\$250.00 \$250.00
	USA, LLC R NOVAK-311778 R NOWAK-311778		2473276 2444279 Check:		\$3,966.06 \$1,202.46 \$5,168.52
216236	DESIGN BUILD ST MGMT-111 HILLCREST		23972 Check:	113353	\$3,000.00 \$3,000.00
	DESIGN BUILD CONT BD-111 HILLCREST		23973 Check:	113354	\$10,000.00 \$10,000.00
GSG CONSU 216301 216302	LTANTS 2018 RECONS-RES S DESIGN 2018 RECON-RESUR N DESIGN		17-4009-0 17-4010-0 Check:	08 08 113355	\$44,762.50 \$3,621.62 \$ 48,384.12
HAWKINS, IN 216203	VEECK CSO CHEMICAL		4232286 Check:		\$1,414.60 \$1,414.60
216085	HALT COMPANY LLC COLD PATCH	Total for	12813 Check:	113357	\$885.56 \$885.56
	121 N PARK-TREE ON HOUSE	Total for	30538 Check:	113358	\$300.00 \$300.00
HR GREEN II 216292	NC 16-17 VEECK PARK OPERATOR		117019 Check:	113359	\$287.50 \$287.50
IL CRISIS NE 216223	GOTIATOR ASSO TRNG SEMINAR-4/18-4/20		030718 Check :	113360	\$235.00 \$235.00

Run date: 15-MAR-18 Village of Hinsdale Page: 9 **WARRANT REGISTER: 1645** DATE: 03/20/18 VOUCHER INVOICE AMOUNT VOUCHER DESCRIPTION NUMBER PAID ILLINOIS ENVIRONMENTAL 216107 **PRINCIPAL** PROJ L17-4511 \$10,808,38 216108 INTEREST \$2.060.05 PROJ L17-4511 Total for Check: 113361 \$12.868.43 INDUSTRIAL ELECTRIC 216184 LAMPS VILLAGE HALL 254580 \$20.00 216257 STREET LIGHTS 254375 \$174.00 216258 WIRE FOR STREETLIGHTS 254408 \$180.40 Total for Check: 113362 \$374.40 INTERNATIONAL EXTERMINATO PEST CONTROL 216187 03-440 \$40.00 216187 PEST CONTROL 03-440 \$40.00 216187 PEST CONTROL 03-440 \$113.00 PEST CONTROL 216187 03-440 \$40.00 216187 PEST CONTROL 03-440 \$40.00 Total for Check: 113363 \$273.00 **INTERSTATE BILLING SERVIC** 216265 **BRAKE CHAMBERS** 3009644278 \$280.52 Total for Check: 113364 \$280.52 J.G. UNIFORMS 216219 T-NGE VEST CARRIER 33292 \$125.00 Total for Check: 113365 \$125.00 J.S. WHITE ASSOCIATES, 216195 PROF SERVICES FEBRUARY 030218 \$2,720.00 Total for Check: 113366 \$2,720.00 JAMES J BENES & ASSOC INC FY17-18 3RD PTY REVIEWS 216271 JAN3018 \$4,324.51 216297 17-18 3RD PARTY REVIEWS 022818 \$5,486.24 Total for Check: 113367 \$9,810.75 KARA SYSTEMS 216259 SPIKES FOR SPEED ROPES 334439 \$43.10 Total for Check: 113368

7702

Total for Check: 113369

244641

Total for Check: 113370

KATHLEEN W BONO CSR

LEADS ONLINE LLC

PUB HEARING #A-44-2017

RENEWAL FEE

216066

216105

\$43,10

\$888,00

\$888.00

\$2,848.00

\$2,848.00

216269	SEGMENT BEARINGS-PLOWS	180373P		\$440.95
•	•	Total for Check:	113372	\$440.95
MAC STRAT	EGIES GROUP, INC			
216071	CONSULTING-DEC 2017 PT2	2184		\$3,250.00
216072	CONSULTING - JAN 2018	2185		\$6,500.00
216073	CONSULTING - FEB 2018	2186		\$6,500.00
216074	CONSULTING - MAR 2018	2187		\$6,500.00
		Total for Check:	113373	\$22,750.00
MARATHON	SPORTSWEAR			
216064		19766		\$308.35
216065	T-BALL HATS	19765		\$319.00
216069	SPIRIT WEAR	19778		\$115.20
		Total for Check:	113374	\$742.55
MCLEAN, AN	INA			-
216122	PETTY CASH	MARCH		\$120.45
216122	PETTY CASH	MARCH		\$62.35
216122	PETTY CASH	MARCH		\$163.79
216122	PETTY CASH	MARCH		\$88.00
216122	PETTY CASH	MARCH		\$36.49
		Total for Check:	113375	\$471.08
MEDICOM R	EIMBURSEMENT			
216120	HOME VISITS	5809		\$8.00
216121	HOME VISITS	5829		\$6.00
		Total for Check:	113376	\$14.00
MENZA, ROO	cco			
216238	CONT BD-720 WILSON LANE	23699		\$500.00
		Total for Check:	113377	\$500.00
METROCOU	NT INC			
216224	BATTERIES-TRAFFIC COUNTER	R INV08375	5	\$134.00
216225	ROAD TUBE-TRAFFIC STUDIES	INV08388	3	\$211.00
		Total for Check:	113378	\$345.00

160303

Total for Check: 113379

\$425.10

\$425.10

MICHAEL TODD & CO INC

MIDWEST TIME RECORDER

216268

BROOMS FOR SNOW SIDEWALKS

Run date: 15-MAR-18

Village of Hinsdale

	WARRANT RE	GISTER:	1645		DATE: 03/20/18
VOUCHER	VOUCHER DESCRIPTION		INVOICE NUMBER		AMOUNT PAID
216199	PUB SV-FEB TIME CLOCK		160317 Check:	113380	\$118.60 \$118.60
MILLERS PE					
216093	PETTING ZOO FOR EGG HUNT			113381	\$900.00 \$900.0 0
MK FLOORII				1	
216194	RECOATING BALLROOM FL	Total for	30 Check:	113382	\$675.00 \$675.00
NAPA AUTO					
216084	CHEVY TAHOE BELT WATER PUMP-THEROM-BELTS		4343-535	885	\$36.99
216261	WATER PUMP-THEROM-BELTS		4343-537	123	\$187.64
216262	STOCK ORDER		4343-537	647 647	\$11.51 \$20.88
	STOCK ORDER		4343-537 4343-537	04 <i>1</i> 1647	\$29.88 \$29.73
216262	STOCK ORDER ALL INTERCEPTOR-TAIL BULB RETURNED TOOL		4343-538	142	\$29.73 \$24.21
216264	RETURNED TOOL		4343-538 4343-536 4343-538	789	\$24.91 -
216278	E84 OIL		4343-538	1602	\$97.93
2.02.0	201012			113383	
NATIONAL S	SEED				
	GOUND SEED		575792S	1	\$942.50
		Total for	Check:	113384	\$942.50
NEOPOST U	SA INC				
	4 PK SURE SEAL-STMP MACH		15343283	3	\$40.70
		Total for	Check:	113385	\$40.70
NICOR GAS					
216117	121 SYMONDS-1/24-2/23/18		38466010	0006	\$4 9.51
	121 SYMONDS-1/24-2/23/18		38466010	2006	\$49.52
216118	YOUTH CENTER-1/24-2/23/18			0000	
216300	350 N VINE-2/2/18-3/6/18		13270110		\$ 438.93
		Total for	Check:	113386	\$846.41
NORTHWES	TERN U CTR FOR				
216100	CRASH INVESTIGATION-CLASS		10981		\$1,200.00
•		Total for	Check:	113387	\$1,200.00
NUTOYS LE	SURE PRODUCTS				
216217	BENCH DONATIONS		47291		\$1,668.00
	•	Total for	Check:	113388	\$1,668.00
PADDLE IN 1	THE PARKS				
216144	COURT MANAGEMENT		FEBRUA	R Y	\$1,071.42
		Total for	Check:	113389	\$1,071.42

Run date: 15-MAR-18 Village of Hinsdale

WARRANT REGISTER: 1645 DATE: 03/20/18 VOUCHER INVOICE AMOUNT VOUCHER DESCRIPTION NUMBER PAID PENG, KUN 216239 CONT BD-628 S COUNTY LINE 24377 \$2,000.00 Total for Check: 113390 \$2,000.00 PLATFORM TENNIS HEATING 216119 HEATER REPAIR 012918 \$190.00 Total for Check: 113391 \$190.00 POMPS TIRE SERVICE, INC. 216275 CHIPPER 470053111 \$546.76 Total for Check: 113392 \$546.76 **POO FREE PARKS** 216145 DOG BAGS PFT431 \$1,160,41 Total for Check: 113393 \$1,160.41 PRAXAIR DISTRIBUTION, INC CYLINDER RENTAL 81487126 \$67.43 Total for Check: 113394 \$67.43 PRESCIENT SOLUTIONS INC 216270 3-15/4-14 MNTHLY IT SVC 0318051 \$14,960.00 Total for Check: 113395 \$14,960.00 PRESTIGE DISTRIBUTION INC 216154 **BATHROOM PARTITIONS** 12170 \$3.760.0**0** Total for Check: 113396 \$3,760.00 QUICK SIGNS, INC **DECALS FOR LOBBY HOURS** 216222 18287 \$18.06 Total for Check: 113397 \$18.06 RAY O'HERRON CO INC 216207 PATCHES 1811065-IN \$6.00 216218 4 BOXES OF FLARES 1811284-IN \$304.00 Total for Check: 113398 \$310.00 RAY OHERRON CO INC 216214 AMMO & RIFLE PARTS 1811064-IN \$3,378.00 Total for Check: 113399 \$3,378.00 READY REFRESH BY NESTLE 216230 **BOTTLE WATER** 18B0120706023 \$31.91 Total for Check: 113400 \$31.91 RUSSO POWER EQUIPMENT 216082 CAL TANK INSTALL 4748348 \$340.00

Run date: 15-MAR-18 Village of Hinsdale		Page: 13			
WARRANT REGISTER: 1645					DATE: 03/20/18
	VOUCHER		INVOICE		AMOUNT
VOUCHER	DESCRIPTION	: 1	NUMBER	₹ .	PAID
216155	ACCUSPRAY SYSTEM		1748343		\$5,170.49
		Total for (Check:	113401	\$5,510.49
SCOTT STOR	MPER				
216147	SUMMER 2018 BROCHURE		0062		\$2,000.00
		Total for (Check:	113402	\$2,000.00
SECRETARY	OF STATE				
216256	RENEW CONF LICENSE PLATE		030818		\$202.00
		Total for (Check:	113403	\$202.00
SERVICE FO	RMS & GRAPHICS				
216231	BUSINESS CARDS-LANGLOIS	1	163833		\$53.18
		Total for (Check:	113404	\$53.18
SIRCHIE			.52.4		
216098	EVIDENCE/CHAIN TAGS	(0336735-	IN	\$53.72
		Total for (Check:	113405	\$53.72
SMITH & WA	RREN				
216099	COLLAR INSIGINIAS & BADGE		4729392		\$92.25
	Salah Marana da Marana da Salah	Total for (Check:	113406	\$92.25
SPECIAL T U	NLIMITED				
216097	ROOT-ACADEMY T-SHIRTS		122917		\$195.00
		Total for (Check:	113407	\$195.00
SPRINT					
	FEBRUARY PHONE CHARGES	و	97774051	15-193	\$179.72
216215	FEBRUARY PHONE CHARGES		7 7 74051	and the second second	\$44.93
	FEBRUARY PHONE CHARGES		97774051		\$629.03
and the second s	FEBRUARY PHONE CHARGES		97774051		\$359.44
216215	FEBRUARY PHONE CHARGES		97774051		\$44.93
216215	FEBRUARY PHONE CHARGES		97774051		\$44.93
216215	FEBRUARY PHONE CHARGES		97774051		\$44.93
216215	FEBRUARY PHONE CHARGES		97774051		\$91.85
216215	FEBRUARY PHONE CHARGES		97774051		\$89.86
216215	FEBRUARY PHONE CHARGES		97774051		\$179.72
216215	FEBRUARY PHONE CHARGES		97774051		\$89.86
216215	FEBRUARY PHONE CHARGES		9777405		\$89.87
216215	FEBRUARY PHONE CHARGES		9777405		\$404.38
and the state		Total for	опеск:	113408	\$2,293.45
	QUATICS INSTITU				
216146	STARGUARD INFORMATION		16587		\$2,715.53
		Total for	Check:	113409	\$2,715.53

STEFANI, ROBERT

Run date: 15	-MAR-18 Village	e of Hinsd	ale	•	Page: 14
	WARRANT RE	EGISTER:	1645		DATE: 03/20/18
VOUCHER	VOUCHER DESCRIPTION		INVOICE NUMBER		AMOUNT PAID
216237	CONT BD-631 S GARFIELD	Total for	24313 Check:	113410	\$500.00 \$500.00
SUTRON 216115	TMOBILE LINKE TO CSO	Total for	10024806 Check:		\$120.00 \$ 120.00
SYLVESTER 216242	CONSTRUCTION CONT BD-640 S PARK	Total for	24056 Check :	113412	\$8,000.00 \$8,000.00
SYLVESTER 216243	CONSTRUCTION CONT BD-640 S PARK	Total for	24179 Check:	113413	\$1,000.00 \$1,000.00
TACTICAL VI 216094	DEO SECURITY IMPROVEMENTS	Total for	200278 Check:	113414	\$550.00 \$550.00
THE BLUE LI 216103	NE AD-PO 2018 CYCLE	Total for	36701 Check:	113415	\$298.00 \$ 298.00
THE HINSDA 216080 216096	LEAN POOL FLYER INSERTS LEGAL NOTICE-BOFPC POLICE		2892 4 3443 Check:	113416	\$318.50 \$77.40 \$395.90
216232	NIUM VEHICLE STICKER APPS UTILITY BILLING-FEBRUARY VEH STICKER MAIN-APRIL		21807 21820 21845 Check:	113417	\$7,373.68 \$1,106.21 \$995.00 \$9,474.89
	ELEVATOR INSPEC 3RD PARTY ELEVATOR INSP	Total for	18-0500 Check:	113418	\$100.00 \$100.00
	EUTERS WEST CLEAR CHARGES FEBRUARY	Total for			\$182.99 \$182.99
216208	ING SOLUTIONS QTR PREV MAINTENANCE CMS MONITORING		104109 104110 Check:	113420	\$840.00 \$960.00 \$1,800.00

TPI BLDG CODE CONSULTANT

Run date: 15-MAR-18

Village of Hinsdale

NADDANT DECISTED: 4645

	WARRANT R	EGISTER: 1645	DATE: 03/20/18
VOUCHER	VOUCHER	INVOICE	AMOUNT
	DESCRIPTION	NUMBER	PAID
216282	3RD PTY PLUMBING INSP1/18	201802 Total for Check: 11 342 1	\$1,400.00 \$1,4 00.00
TRANE		3901895	\$40.92
2 1 6197	HVAC FILTERS-BUR N S FIELD	Total for Check: 113422	\$40.92
TREES R US	S INC	21531	\$22,037.28
216288	TREE PRUNING	Total for Check: 113423	\$22,037.28
TRUFFLEBE	ERRY MARKET	24551	\$500.00
216284	MISCELLANEOUS-EN180225	Total for Check: 113424	\$500.00
UNITED STA	ATES POSTAL SVC	030718	\$3,000.00
216193	MAIL MACHINE POSTAGE	Total for Check: 113425	\$3,000.00
VERIZON W 216075 216076 216077 216078 216251 216251	WATER DEPT IPADS FIRE POLICE (TABLETS) POLICE SECURITY CAM	9802235154 9802235154 9802235154 9802235154 9802531419 9802531419 Total for Check: 113426	\$79.73 \$79.73 \$79.72 \$79.72 \$374.94 \$213.08 \$906.92
WAREHOUS 216068 216079 216086 216087 216148 216149 216150 216151 216200 216210 216211 216212 216213 216280 216281	OFFICE SUPPLIES KLM MAT CALCULATOR ROLLS TONER TONER TONER & SUPPLIES TONER & OFFC SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES TONER ENVELOPES JANITORIAL SUPPLIES TONER & OFFICE SUPPLIES OFFICE SUPPLIES TONER & OFFICE SUPPLIES OFFICE SUPPLIES	3749232-0 3811791-0 3818889-0 3818609-0 3795638-0 3799973-0 3804768-0 3810103-0 3818256-0 3817342-0 3816695-0 3816695-0 3818619-0 3818619-0 3818613-0 Total for Check: 113427	\$22.79 \$125.68 \$3.79 \$99.05 \$48.84 \$133.40 \$126.40 \$142.56 \$39.09 \$39.88 \$70.26 \$254.51 \$119.25 \$212.97 \$70.62 \$1,509.09
WIDAMAN S 216247	IGN LETTERING FOR 2 CARS	20162223	\$190.00

Run date: 15	i-MAR-18 Villag	e of Hinsdale		Page: 16
	WARRANT R	EGISTER: 1645		DATE: 03/20/18
VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER		AMOUNT PAID
		Total for Check:	113428	\$190.00
WILLOWBRO	OOK FORD INC			
216276	BLEND DOOR MOTOR	5130727 Total for Check:		\$65.60 \$65.60
XEROX COR	PORATION			
216186	FINANCE COPIER	0923950 Total for Check:		\$85.00 \$85.00
XEROX COR	_			
216250	MAINTENANCE FEE MONTHLY	9239506 Total for Check:		\$85.00 \$85.00
ZAVISTA, ME	ELINDA			
216081	SUPPLIES FOR OPEN HOUSE	030118 Total for Check:	113432	\$55.75 \$55.75
ZOLL MEDIC	AL COPP			******
216246	PEDIACRITC ELECTRODES	2645444 Total for Check:		\$340.00 \$340.00
ZIII AWSKI I	WICKLANDER			
216102	5/9-5/11 CRIM INTERROGATE	13737 Total for Check:	113434	\$470.00 \$470.00
ILCMA				
21609 2	JOB POSTING-PD & FIRE	1174		\$25.00
216092	JOB POSTING-PD & FIRE	1174 Total for Check:	113435	\$25.00 \$50.00
		RE	PORT TOTAL	\$654,339.64

END OF REPORT



Public Services & Engineering

AGENDA SECTION:

Consent Agenda - EPS

SUBJECT:

Speedway Request for a Highway Authority Agreement (HAA)

50 S. Garfield Avenue

MEETING DATE:

March 20, 2018

FROM:

Dan Deeter, PE Village Engineer

Recommended Motion

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

Background

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

Discussion & Recommendation

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

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

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



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

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

Budget Impact

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

Village Board and/or Committee Action

At the March 6, 2018 Board of Trustees meeting, the Board approved the item to be moved to the Consent Agenda.

Documents Attached

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



20 N. Wacker Drive, Ste 1660 Chicago, Illinois 60606-2903 T 312 984 6400 F 312 984 6444 DD 708 349-3888

dgwalsh@ktjlaw.com

15010 S. Ravinia Avenue, Ste 10 Orland Park, Illinois 60462-5353 T 708 349 3888 F 708 349 1506

www.ktjlaw.com

November 27, 2017

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

Re: Speedway Request for a Highway Authority Agreement

50 S. Garfield Avenue, Hinsdale, Illinois

Dear Kathleen:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Very truly yours,

KLEIM, THORPE & JENKINS, LTD.

Um Wall

Dennis G. Walsh

Enclosures

cc: Lance C. Malina, Esq.

HIGHWAY AUTHORITY AGREEMENT

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

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

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

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

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

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

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

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

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

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

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

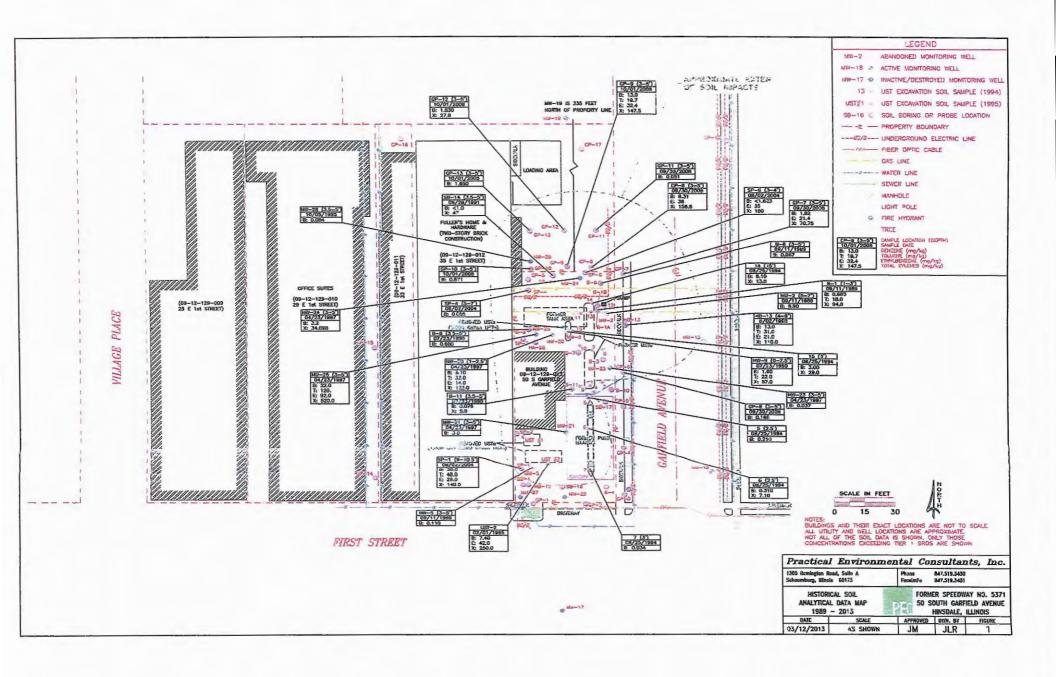
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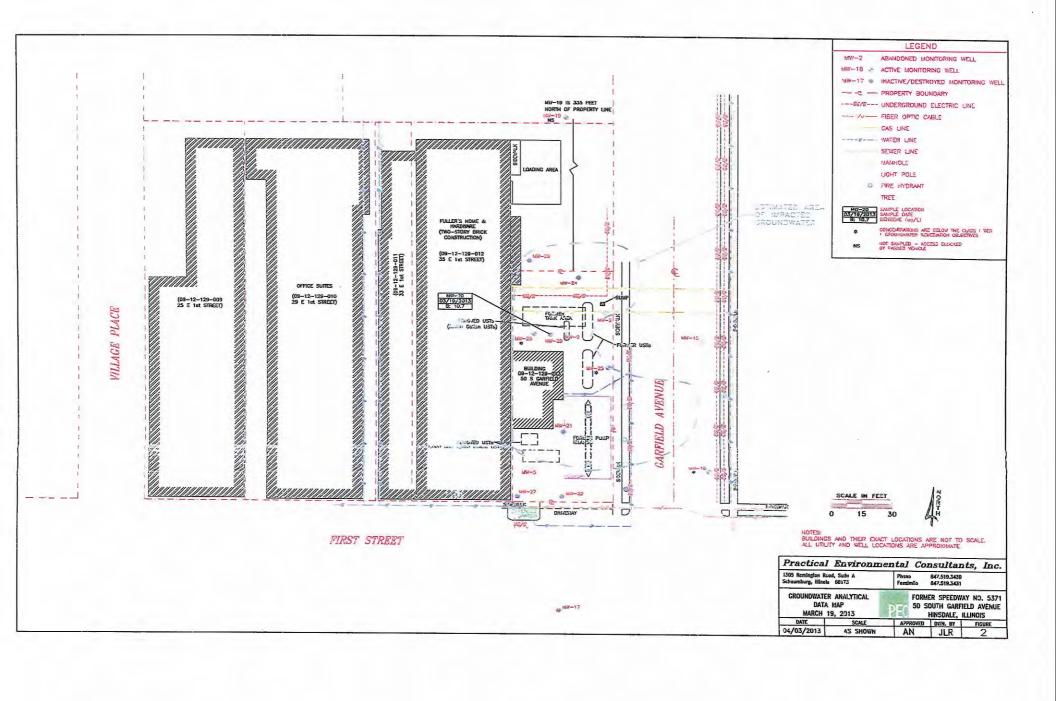
IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their duly authorized representatives.

Village of Hinsdale		
Date:	Ву:	
	Its: Title	
Speedway LLC		
Date:	By:	
	Its: (chlore manded to the content	APPROVED AS TO FORM

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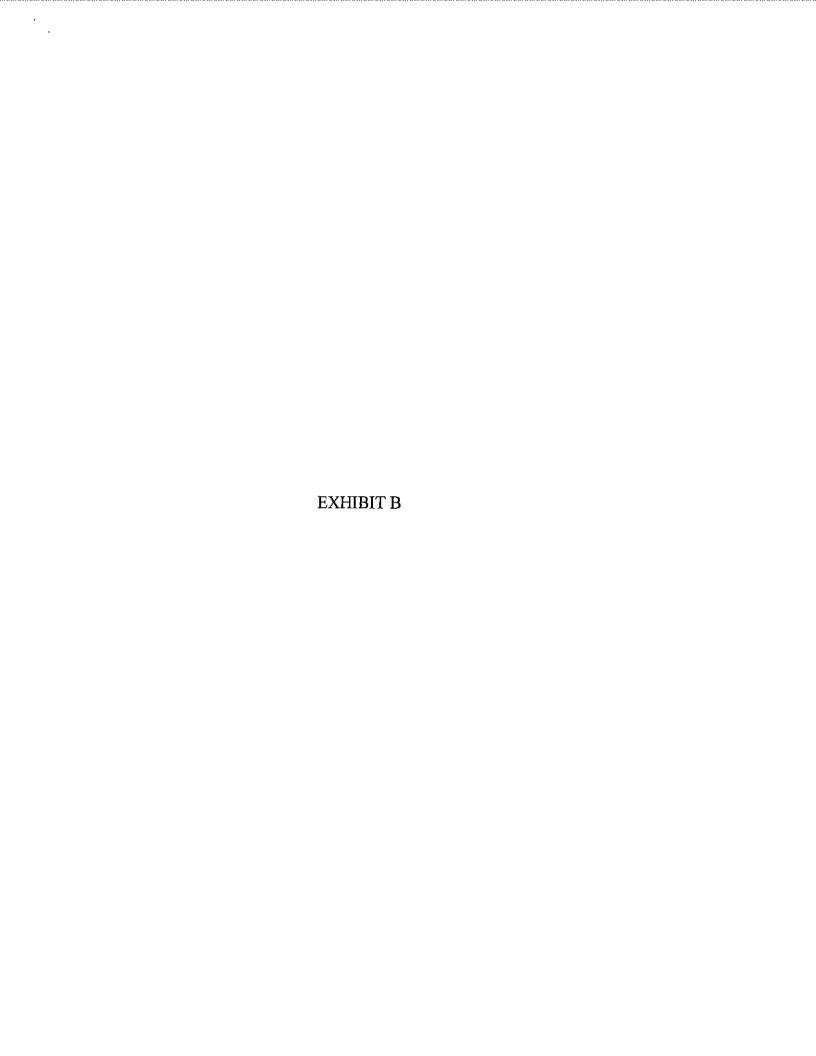


Table 1 BTEX/MTBE Soil Analytical Results Speedway #5371 Hinsdale, IL

Sample	COC	Sample		Benzene	Toluene	Ethylbenzene	Total Xylenes
Location	Sample ID	Date	Time	(mg/Kg)	(mg/Kg)	(mg/Kg)	(mg/Kg)
Action Levels - Off Site Soil Boring				.030	12.000	13.000	5.600
GP-01 (3-5')	GP-1 (3-5')	10/01/2008	10:10	<0.005	<0.005	<0.005	<0.605
GP-02 (3-5')	GP-2 (3-5')	09/30/2008	09:56	<0.005	<0.005	<0.005	<0.005
GP-03 (3-5')	GP-3 (3-5')	09/30/2008	10:08	<0.006	<0.006	<0.006	<0.006
GP-04 (3-5')	GP-4 (3-5')	09/30/2008	10:34	<0.005	<0.005	<0.005	<0.005
GP-05 (3-5')	GP-5 (3-5')	09/30/2008	10:54	0.008	0.008	<0.005	<0.005
GP-06 (3-5')	GP-6 (3-5')	09/30/2008	11:20	0.168	<0.108	0.223	<0,108
GP-07 (3-5')	GP-7 (3-5')	09/30/2008	11:52	1.820	<0.688	21,400	70,750
GP-08 (3-5')	GP-8 (3-5')	09/30/2008	12:38	8.310	2.730	36,000	156,600
GP-09 (3-5')	GP-9 (3-5')	10/01/2008	08:26	13,000	19.700	32.400	147.500
GP-10 (3-5")	GP-10 (3-5')	10/01/2008	08:04	0.671	<0.063	0,161	G.296
GP-11 (3-5')	GP-11 (3-5')	09/30/2008	13:02	0.051	<0.005	0.007	C.097
GP-12 (3-5')	GP-12 (3-5')	10/01/2008	09:26	1.830	<0.499	10.300	27.800
GP-13 (3-5')	GP-13 (3-5')	10/01/2008	09:10	1.850	0,106	3.220	1.426
GP-14 (2.5')	GP-14 (2.5')	02/15/2013	09:35	<0.021	<0.053	<0.026	<0.080
GP-15 (2.5')	GP-15 (2.5')	02/15/2013	09:45	<0.025	<0.062	< 0.031	<0.094
GP-16 (2.5°)	GP-16 (2.5')	G2/15/2013	10:10	<0.025	<0.062	< 0.031	<0.093
GP-17 (2.5')	GP-17 (2.5')	02/15/2013	08:50	<0.036	<0.090	<0.045	<0,135
GP-18 (2.5')	GP-18 (2.5')	02/15/2013	09:15	<0.042	<0.107	< 0.053	<0.160
HB-13 (4.8')	HB-13 (4.8')	08/02/1990	00:00	13.000	31.000	21.000	110.000
MW-15 (13,5-15')	MW-15 (13.5-15')	06/28/1991	00:00	<0.005	<0.005	<0.005	<0.005
MW-15 (6-7.5')	MW-15 (6-7.5')	06/28/1991	00:00	<0.005	0.006	<0.005	<0.005
MW-17 (6-7.5')	MW-17 (6-7.5')	10/05/1995	00:00	<0.002	<0.002	<0.002	<0.002
MW-18 (3 5-5')	MW-18 (3.5-5')	10/05/1995	00:00	<0.002	<0.002	<0.002	<0.002
MW-19 (3.5-5')	MW-19 (3.5-5')	10/05/1995	00:00	<0.002	<0.002	<0.002	<0.002
MW-26 (3.5-5')	MW-26 (3.5-5')	07/17/2000	00:00	0.084	0.019	0.003	0.007
Action Levels - On Site Soil Boring				.030	12,000	13.000	5,600
1 (15')	1 (15')	08/25/1994	00:00	<0.002	<0.002	<0.002	<0.005
11 (10')	11 (10')	08/25/1994	00.00	<0.002	0.005	<0.002	0.010
12 (10')	12 (10')	08/25/1994	00:00	0.005	0.021	0.003	0.041
13 (15')	13 (15)	08/25/1994	00:00	0.003	0,005	6.006	9.00.0
74 (15)	14 (15')	08/25/1994	00:00	6.100	0.120	10.000	13,000
15 (3')	15 (3')	08/25/1994	00:00	3,000	2.800	2,700	29.000
2 (10')	2 (10')	08/25/1994	00:00	0.009	0.270	0.079	1.300
3 (15')	3 (15')	08/25/1994	00:00	<0.002	0.041	<0.002	<0.005
4 (10')	4 (10)	08/25/1994	00:00	0.004	0.004	<0.002	0.430

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

Sample	COC	Sample		Benzene	Toluene	Ethylbenzene	Total Xylenes
Location	Sample ID	Date	Time	(mg/Kg)	(mg/Kg)	(mg/Kg)	(mg/Kg)
Action Levels - Off Site Soil Boring				.030	12.000	13.000	5.600
5 (2.5')	5 (2.5°)	08/25/1994	00:00	0.210	0.190	0.740	4.700
6 (2.5')	6 (2.5')	08/25/1994	00:00	0.310	0.290	3.500	7.100
7 (3')	7 (3')	08/25/1994	00:00	0.034	0.010		
B-1 (1-3')	B-1 (1-3')	09/11/1989	00:00	0.680	18.000	12.000	94.000
B-10 (8.5-10')	B-10 (8.5-10')	07/23/1990	00:00	<0.010	0.016	0.110	1.400
B-11 (3.5-5')	B-11 (3.5-5')	07/23/1990	00:00	0.076	0,100	0.980	5.900
B-4 (13-15')	B-4 (13-15')	09/11/1989	00:00	0.005	0.00B	<0.005	<0.015
B-6 (3-5')	B-6 (3-5')	09/11/1989	00:00	0.067	0.110	0.410	0.600
B-8 (3.5-5')	B-8 (3,5-5')	07/23/1990	00:00	0.600	0.042	0,310	1.100
HA-28 (3.5')	HA-28 (3.5')	03/28/2001	00:00	0.009	0.007	<0,002	0.003
HB-12 (7')	HB-12 (7')	08/02/1990	00:00	<0.010	<0.010	<0.010	<0.010
MW-2 (5-7')	MW-2 (5-7')	C9/11/1989	00:00	8.900	0.140	0.097	0.120
MW-20 (1-2.5')	MW-20 (1-2.5')	10/05/1995	00:00	6.100	32.000	14,000	122,000
MW-20 (6-7.5')	MW-20 (6-7.5')	10/06/1995	00:00	0.011	0.004	0.002	0.010
MW-21 (3-5')	MW-21 (3-5')	10/06/1995	00:00	3.000	0.079	0.960	0.533
MW-22 (9-11')	MW-22 (9-11')	04/23/1997	00:00	0.004	0.002	<0.002	0.002
MW-23 (3-5')	MW-23 (3-5')	04/23/1997	00:00	0.037	0,096	0.190	2.565
MW-24 (3-5')	MW-24 (3-5')	C4/23/1997	00;00	3.200	0.960	10.000	34.098
MW-25 (3-5')	MW-25 (3-5')	04/23/1997	00:00	22.000	120.000	92.000	520,000
MW-27 (3 5-5')	MW-27 (3.5-5')	01/10/2001	00:00	<0.002	<0.002	<0.002	<0.002
MW-5 (3-5')	MW-5 (3-5')	C9/11/1989	00:00	0.110	0.110	<0.005	0.260
MW-9 (6-7.5')	MW-9 (6-7.5')	07/23/1990	00:00	1.600	22.000	7.500	57,000
SB-14 (13,5-15')	SB-14 (13.5-15')	06/28/1991	00:00	<0.005	< 0.005	<0.005	<0.005
SB-14 (3.5-5')	SB-14 (3.5-5')	C6/28/1991	00:00	<1.000	5.000	8,000	47.000
SB-16 (3.5-5')	SB-16 (3.5-5')	06/28/1991	00:00	<0.005	<0.005	<0.005	<0.005
SB-17 (3-5')	SB-17 (3-5')	10/08/1995	00:00	<0.002	<0.002	0.002	0.017
SP-1 (13,5-15')	SP-1 (13.5-15')	C8/02/2004	11:25	<0.158	<0.158	<0.158	<0,158
SP-1 (9-10.5')	SP-1 (9-10.5')	G8/02/2004	11:00	30.000	48.000	29.000	140.000
SP-3 (5.7°)	SP-3 (5-7')	08/02/2004	14:00	<0.002	<0.002	<0.002	<0.002
SP-4 (5-7')	SP-4 (5-7')	08/02/2004	15:10	0.055	0.017	0.063	0.230
SP-5 (5-7')	SP-5 (5-7')	08/02/2004	16:30	<0.152	<0.152	<0.152	2.000
SP-5 (7-9')	SP-5 (7-9')	08/02/2004	16:35	<0.147	<0.147	<0.147	< 0.147
SP-6 (3-4")	SP-6 (3-4')	08/02/2004	17:40	<1.623	<1.623	35,000	180.000
SP-6 (7-9')	SP-6 (7-9')	08/02/2004	17:55	0.015	0.003	<0,002	0.019
UST-1	UST-1	02/01/1995	00:00	<0.005	0.015	<0.005	0,020
UST-2	UST-2	02/01/1995	00:00	7.400	<0.005	42.000	250,000

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

Sample Location	COC Sample ID	Sample Date	Analyte	Action Level	Results	Units
		10/01/2008 10:10	Organic Matter	NA NA	2.400	%
GP-01 (3-5')	GP-1 (3-5')	02/01/1995 00:00	Acenaphthene	570,000	< 0.330	mg/Kg
UST-1	UST-1	02/01/1995 00:00	Acenaphthylene	35,000	< 0.330	
	UST-1			12000,000	< 0.220	mg/Kg
	UST-1	02/01/1995 00:00	Anthracene	1,800	< 0.220	mg/Kg
	UST-1	02/01/1995 00:00	Benzo(a)anthracene			mg/Kg
	UST-1	02/01/1995 00:00	Benzo(a)pyrene	2.100	< 0.008	mg/K
	UST-1	02/01/1995 00:00	Benzo(b)fluoranthene	2.000	< 0.006	mg/K
	UST-1	02/01/1995 00:00	Benzo(g,h,l)perylene	2300,000	< 0.030	mg/Kg
	UST-1	02/01/1995 00:00	Benzo(k)fluoranthene	9.000	< 0.006	mg/Kg
	UST-1	02/01/1995 00:00	Chrysene	000,88	< 0.005	mg/Kg
	UST-1	02/01/1995 00:00	Dibenzo(a,h)anthracene	0.420	< 0.010	mg/K
	UST-1	02/01/1995 00:00	Fluoranthene	3190,000	< 0.070	mg/Kg
	UST-1	02/01/1995 00:00	Fluorene	560.000	< 0.021	mg/K
	UST-1	02/01/1995 00:00	Indeno(1,2,3-cd)pyrene	1.600	< 0.010	mg/K
	UST-1	02/01/1995 00:00	Naphthalene	1,800	< 0.330	mg/K
	UST-1	02/01/1995 00:00	Phenanthrene	200.000	< 0.210	mg/K
	UST-1	02/01/1995 00:00	Pyrene	2300.000	< 0.090	mg/K
UST-2	UST-2	02/01/1995 00:00	Acenaphthene	570.000	< 6.000	mg/Kg
	UST-2	02/01/1995 00:00	Acenaphthylene	85,000	< 6.000	mg/K
	UST-2	02/01/1995 00:00	Anthracene	12000.000	1.000	mg/K
	UST-2	02/01/1995 00:00	Benzo(a)anthracene	1.800	1.300	mg/K
	UST-2	02/01/1995 00:00	Benzo(a)pyrene	2.100	0,120	mg/K
	UST-2	02/01/1995 00:00	Benzo(b)fluoranthene	2.000	0.180	mg/K
	UST-2	02/01/1995 00:00	Benzo(g,h,l)perylene	2300,000	< 0.300	mg/K
	UST-2	02/01/1995 00:00	Benzo(k)fluoranthene	9.000	0.090	mg/K
	UST-2	02/01/1995 00:00	Chrysene	88.000	1,100	mg/K
	UST-2	02/01/1995 00:00	Dibenzo(a,h)anthracene	0.420	0.120	mg/K
	UST-2	02/01/1995 00:00	Fluoranthene	3100 000	4.500	mg/K
	UST-2	02/01/1995 00:00	Fluorene	560.000	1.100	mg/K
	UST-2	02/01/1995 00:00	Indeno(1,2,3-cd)pyrene	1.600	< 0.100	mg/K
	UST-2	02/01/1995 00:00	Naphthalene	1.800	9,900	mg/K
	UST-2	02/01/1995 00:00	Phenanthrene	200,000	3,900	mg/K
	UST-2	02/01/1995 00:00	Pyrene	2300.000	3,500	mg/K

Table 3 BTEX/MTBE

Groundwater Analytical Results Speedway #5371 Hinsdale, IL

Sample Location	Reading Date	Time	TOC Elev (feet)	GW Elev (feet)	GW Depth (feet)	LNAPL Depth	LNAPL Thick	COC Sample ID	Sample Date	Time	Benzene (ug/L)	Toluene (ug/L)	Ethylbenzene (ug/L)	Total Xylenes (ug/L)
ction Levels - Tri		111111									5.000	1,000,000	700,000	10,000,000
TRIP BLANK	p Dialik	-						TRIP BLANK	04/02/2004	00:00	<1.000	<1.000	<1.000	<1.000
	Site Monitoring V	fell									5,000	1,000,000	700,000	10,000.000
MW-2	2/28/1990	0:00	99.28	96	3.28			MW-2	02/28/1990	00:00	17000,000	270,000	<25.000	270,000
10100-2	2120/1990	0.00	33.20	- 50	0.20			MW-2	05/17/1994	00:00	2760,000	<25.000	30.000	190,000
	08/17/2005	0:00	99.28	IA	IA	IA								
MW-20	10/17/1995	0:00	701.77	697,46				MW-20	10/17/1995	00:00	1000,000	170.000	73,000	310,000
10100-20	03/23/2000	0:00	701.77	697.6				MW-20	03/23/2000	00:00	110,000	<1,000	74.000	54.000
	08/03/2000	0:00	701.77	697.19				MW-20	08/03/2000	00:00	140,000	<1,000	33,000	2300.000
	04/02/2004	0:00	701.77	IA		IA		1814-20	GOIGGIZOGO	00.00	110,000	11.000	00,000	2000.000
	04/09/2004	0:00	701.77	IA		IA	-	-	-					
	08/17/2005	0:00	701.77	IA		IA.		-						
	11/03/2006	11:55	701.77	697.6				MVV-20	11/03/2006	11:55	39,000	<10.000	<10.000	< 20.000
	06/09/2008	12:10	701.77					MW-20	06/09/2008	12:10	100,000	<2.000	<2.000	<2.000
	06/09/2008	12:10	701.77	690,3	3.47			MW-20	03/19/2013	10:54	10.700	<1.000	<1.000	<3,000
	10/17/1995	0:00	97,42	88.26	9.16			MW-21	10/17/1995	00:00	3200.000	2300,000	330,000	1100,000
MW-21		0:00	97.42					MW-21	03/23/2000	00:00	4400.000	77.000	430,000	1000,000
	03/23/2000	0:00	97.42				-	MW-21	08/03/2000	00:00	3900.000	<25.000	220,000	720.000
	08/03/2000							MW-21	04/02/2004	13:00	3600.000	33.000	110,000	220,000
	04/02/2004	13:00	97.42				1	19199-21	04/02/2004	13.00	3600.000	33.000	110.000	220.000
	04/09/2004	0:00	97.42				1		anu zinooc	10.50	T400.000	70,000	200.000	F40 000
	08/17/2005	12;59	97.42				-	MW-21	08/17/2005	12:59	5100.000	76.000	320.000	510.000
	11/03/2006	11:43	97.42				-	MW-21	11/03/2006	11:43	3170.000	<25.000	<25.000	< 50.000
	06/09/2008	11:55	97.42				-	MW-21	06/09/2008	11:55	1180.000	12.000	19.000	36.000
MW-22	5/6/1997	0:00	100				!	MW-22	05/06/1997	00:00	<1.000	<1.000	<1.000	<1,000
	03/23/2000	0:00	100				-	MW-22	03/23/2000	00:00	<1.000	<1.000	<1.000	<1.000
	08/03/2000	0:00	100				1	MW-22	08/03/2000	00:00	<1.000	<1.000	<1.000	<1.000
	04/02/2004	12:38	100					MW-22	04/02/2004	12:38	<1.000	<1.000	<1.000	<1.000
	04/09/2004	0;00	100											
	08/17/2005	13:20	3					MW-22	08/17/2005	13:20	<1.000	<1.000	<1.000	<1.000
	17/03/2006	11:40	100					MW-22	11/03/2006	11:40	<2 000	<2.000	<2 000	< 4 000
	06/09/2008	11:40	100				-	MW-22	06/09/2008	11:40	≺2.000	<2,000	<2.000	<2.000
MW-23	4/28/1997	0:00	700.67	1				MW-23	04/28/1997	00:00	2.000	<1.000	<1,000	<1.000
	03/23/2000	0:00	700.67					MW-23	03/23/2000	00:00	<1.000	<1.000	<1.000	<1.000
	08/03/2000	0:00	700,67					MVV-23	08/03/2000	00:00	<1.000	<1.000	<1.000	<1.000
	04/02/2004	11:55	700,67	697.27	3.4			MW-23	04/02/2004	11:55	<1.000	<1,000	<1.000	<1.000

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Table 3 BTEX/MTBE

Groundwater Analytical Results Speedway #5371 Hinsdale, IL

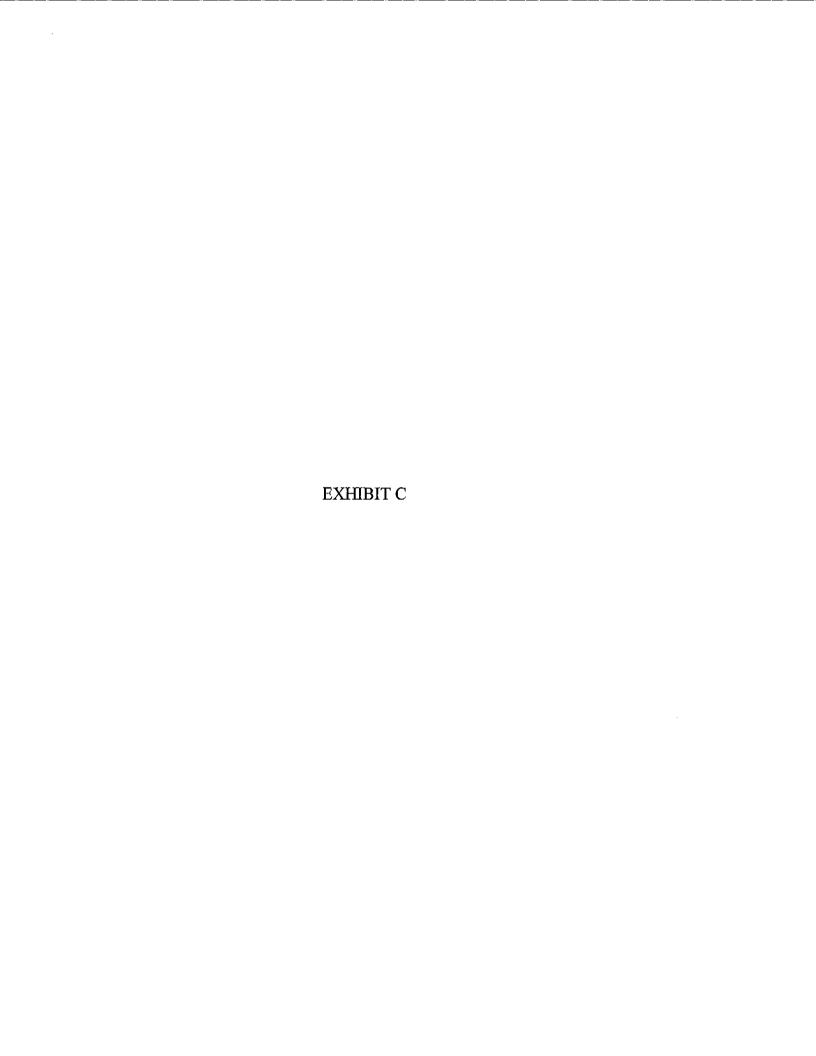
Sample Location	Reading Date	Time	TOC Elev (feet)	GW Elev (feet)	GW Depth (feet)	LNAPL Depth	LNAPL Thick	COC Sample ID	Sample Date	Time	Benzene (ug/L)	Toluene (ug/L)	Ethylbenzene (ug/L)	Total Xylenes (ug/L)
	Site Monitoring W	ell									5.000	1,000.000	700.000	10,000.00
MW-23	4/9/2004	0:00	700.€7	696.51	4.16									
	08/17/2005	12:52	700,67	696.04	4.63			MW-23	08/17/2005	12:52	<1.000	<1.000	<1.000	<1.000
	11/03/2006	11:46	700.67	697.36	3.31			MW-23	11/03/2006	11:46	<2.000	<2.000	<2.000	< 4.00
	06/09/2008	12:15	700.67	698,31	2.36			MW-23	06/09/2008	12:15	<2.000	<2.000	<2.000	<2.00
								MW-23	03/19/2013	10:48	<1.000	<1,000	<1.000	<3.00
MW-24	3/23/2000	0:00	99.47	95.1	4.37			MW-24	03/23/2000	00:00	180.000	<1.000	14.000	6.40
	08/03/2000	0:00	99.47	95.09	4.38			MW-24	08/03/2000	00:00	25.000	<1.000	<1.000	<1.00
	04/02/2004	13:20	99.47	95.2	4.27			MW-24	04/02/2004	13:20	<5.000	<5.000	<5.000	<5,00
	04/09/2004	0:00	99.47	90,8	8.67									
-	08/17/2005	12:46	99.47	95.27	4.2			MW-24	08/17/2005	12:46	<10.000	<10.000	<10.000	<10.00
MW-25	3/23/2000	0:00	701.82	697.29	4.53			MW-25	03/23/2000	00:00	<1.000	<1.000	<1.000	<1.00
	08/03/2000	0:00	701.62	697,23	4.59			MW-25	08/03/2000	00:00	<1.000	<1.000	<1.000	<1.00
-	04/02/2004	13:30	701.82	698.29	3.53									
	04/09/2004	10:55	701.E2	698	3.82			MW-25	04/09/2004	10:55	<1.000	<1,000	<1.000	<1.90
	08/17/2005	12:40	701.82	696.73	5.09			MW-25	08/17/2005	12:40	<1.000	<1.000	<1.000	<1.00
	11/03/2006	11:50	701.82	698.81	3.01			MW-25	11/03/2006	11:50	<2.000	<2.000	<2.000	< 4.00
	06/09/2008	12:05	701.82	697.23	4.59			MW-25	06/09/2008	12:05	<2,000	<2.000	<2.000	<2.00
								MW-25	03/19/2013	11:01	<1.000	<1,000	<1.000	<3.00
MW-27	2/13/2001	0:00	97.91	86.57	11.34			MW-27	02/13/2001	00:00	<1,000	<1.000	<1.000	<1,00
	04/02/2004	12:20	97.91	94.13	3.78			MW-27	04/02/2004	12:20	<1.000	<1.000	<1.000	<1.00
	04/09/2004	0:00	97.91	89.32	8.59									
	08/17/2005	0:00	97.91	Î IA	IA	1.	Α.		1					
	11/03/2006	11:35	97.91		3.94			MW-27	11/03/2006	11:35	<2.000	<2.000	<2.000	< 4.00
	06/09/2008	11:45	97.91		2.55			MW-27	06/09/2008	11:45	<2.000	<2.000	<2.000	<2.00
MW-5	2/28/1990	0:00	100.18					MW-5	02/28/1990	00:00	<5.000	5.000	90,000	3900.00
								MW-5	05/17/1994	00:00	160.000	19.000	69,000	950.00
	08/17/2005	0:00	100.18	IA.	IA	1.	A.	_	The second					
MVV-9								MVV-9	08/06/1990	00:00	210.000	2000.000	770.000	6400,00
	1	1					1	MW-9	05/17/1994	00:00	52.00G	15 000	10.000	62.00
ction Levels - C	Off Site Monitoring \	Well									5.000	1,000.000	700,000	10,000.00
MW-15	7/2/1991	0:00	98.3	92.72	5.58			MW-15	07/02/1991	00:00	<5.000	<5.000	<5.000	<5.00
	08/17/2005	0;00	98,3	I/	IA	1	A							
MW-17	10/17/1995	0:00	97.19	92.76	4.43			MVV-17	10/17/1995	00:00	<1.000	<1,000	<1.000	<1.00
	03/23/2000	0:00	97.19	91,32	5.87			MW-17	03/23/2000	00:00	<1.000	<1.000	<1.000	<1.00

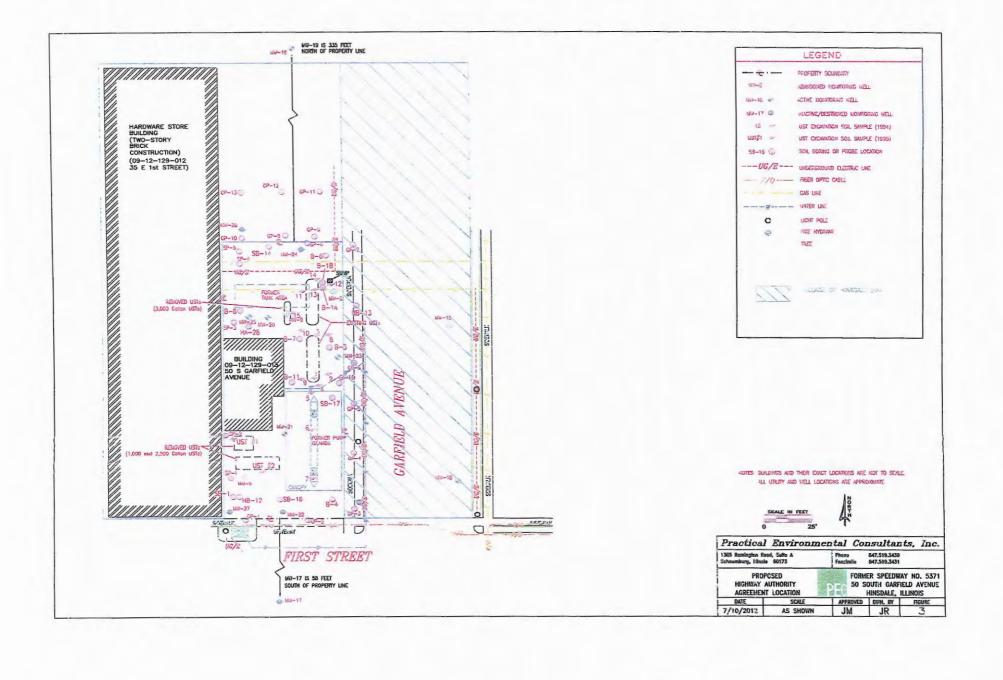
Table 3 BTEX/MTBE

Groundwater Analytical Results Speedway #5371 Hinsdale, IL

Sample	Reading		TOC	GW Elev	GW Depth		LNAPL	coc	Sample		Benzene	Toiuene	Ethylbenzene	Total Xylenes
Location	Date	Time	Elev (feet)	(feet)	(feet)	LNAPL Depth	Thick	Sample ID	Date	Time	(ug/L)	(ug/L)	(ug/L)	(ug/L)
ction Levels - Off Site Manitoring Well									5.000	1,000.000	700.000	10,000.0		
MW-17	8/3/2000	0;00	97.19	93,46	3.73			MW-17	08/03/2000	00:00	<1.000	<1.000	<1.000	<1.0
	08/17/2005	0:00	97.19	IA.	1A	<u>IA</u>								
MW-18	10/17/1995	0:00	700.51	693,16	7.35			MW-18	10/17/1995	00:00	<1.000	<1.000	<1.000	<1.0
	03/23/2000	0:00	700.51	692.93	7.58			MW-18	03/23/2000	00;00	<1.000	<1.000	<1.000	<1,
	08/03/2000	0:00	700,51	694.59	5.92			MW-18	08/03/2000	00;00	<1,000	<1,000	<1.000	<1.
	04/02/2004	0:00	700.51	IA	IA	IA	Ĺ							
	04/09/2004	11:10	700,51	694.59	5.92			MW-18	04/09/2004	11:10	<1.000	<1,000	<1.000	<1.0
	08/17/2005	13:10	700,51	694.6	5.91			MW-18	08/17/2005	13:10	<1.000	<1.000	<1.000	<1,0
	06/09/2008	12:20	700.51	694,7	5.81			MW-18	06/09/2008	12:20	<2.000	<2.000	<2.000	<2.
								MW-18	03/19/2013	10:39	<1.000	<1.000	<1.000	<3.
MW-19	10/17/1995	0:00	87.45	79.62	7.83		L	MW-19	10/17/1995	00:00	<1.000	<1.000	<1.000	<1.
	05/25/2000	0;00	87.45	81.85	5,6			MW-19	05/25/2000	00:00	<1.000	<1.000	<1.000	<1.
	08/03/2000	0:00	87.45	80.58	6.87			MW-19	08/03/2000	00:00	<1.000	<1.000	<1.000	<1.
	04/09/2004	10:30	87.45	82.17	5,28			MW-19	04/09/2004	10:30	<1.000	<1.000	<1.000	<1.
	08/17/2005	0:00	87.45	tA.	IA.	IA.	.[] -	1					
MW-26	8/3/2000	0:00	97.53	92.26	5.27			MW-26	08/03/2000	00:00	2.000	<1.000	<1.000	<1.
	04/02/2004	0:00	97.53	IA	. IA	IA.								<u> </u>
	04/09/2004	10:45	97.53	92.78	4.75			MW-26	04/09/2004	10:45	<1.000	<1.000	<1.000	<1.0
	08/17/2005	0:00	97.53	IA	. IA	AI AI								
tion Levels - Fig	eld Blank - Sample	collected	in the Field (li	quid)			-				5.000	1,000,000	700.000	10,000.
FIELD BLANK								FIELD BLANK	04/09/2004	11:30	<1.000	<1.000	<1.000	<1.0
								FIELD BLANK	08/17/2005	13:26	<1.000	<1.000	<1.000	<1.0
								FIELD BLANK	11/03/2006	12:05	<2.000	<2.000	<2.000	< 4.6
								FIELD BLANK	06/09/2008	12:25	<2,000	<2.000	<2.000	<2.
								FIELD BLANK	10/01/2008	10;45	<2.000	<2.000	<2,000	42.
	_						T	FIELD BLANK	02/15/2013	10:00	<1.000	<1.000	<1.000	<3.
								FIELD BLANK	03/19/2013	11:05	<1,000	<1.000	<1.000	<3.

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

ENVIRONMENTAL INDEMNITY AGREEMENT

This I	ENVIRONM	ENTAL	INDEMNI	TY A	GREEMEN	T is	entered	into	as o	f the
day of		2017, by	Speedway	LLC	("Indemnito	r")	and the	Villag	e of	Hinsdale,
DuPage Cou	inty, Illinois	(the "V	'illage").							

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to Indemnitor:

Speedway LLC

Attention: Corporate Manager, Environmental

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

imhelms@speedway.com

If to the Village:

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

Attn: Kathleen A. Gargano, Village Manager

and with a copy to:

Klein, Thorpe and Jenkins, Ltd. 20 North Wacker Drive- Suite 1660 Chicago, Illinois 60606-2903

Attn: Dennis G. Walsh, Esq. DGWalsh@KTJLAW.com

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

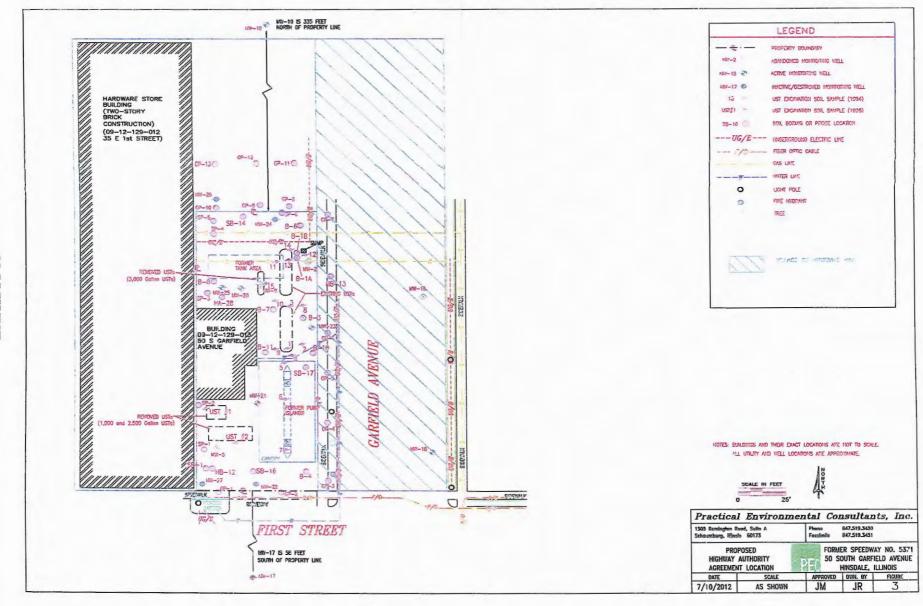
6. This Agreement has been made and delivered in Illinois and shall be construed according to and governed by the internal laws of the State of Illinois without regard to its conflict of law rules. If any provision hereof shall be held invalid, prohibited or unenforceable under any applicable laws of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

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

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

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

Village of Hinsdale			Speedway LLC	
			7 / 1 ()	
By:		<u> </u>	Ву:	
Name:	1- 11-	1 Jurgar	Name: APPROVED AS TO FORM	
Title:		MUCH	Title:	



SETTLEMENT AGREEMENT AND RELEASE

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

RECITALS

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

AGREEMENT

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

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

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

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

Dated: 11/7/12

Dated: 11/7/2012

David Cook, Village Manager

Village of Hinsdale

Speedway LLC

By: J. M. tohell Oliver Corporate Manager Environmental Their

VILLAGE OF HINSDALE MEETING OF THE VILLAGE BOARD OF TRUSTEES AGENDA

November 6, 2012

7:30 P.M.

MEMORIAL HALL

(Tentative & Subject to Change)

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

Items Recommended by Zoning & Public Safety Committee

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

Items Recommended by Administration & Community Affairs Committee

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

8. ADMINISTRATION AND COMMUNITY AFFAIRS

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

9. ENVIRONMENT AND PUBLIC SERVICES

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

10. ZONING AND PUBLIC SAFETY

- a) Ordinance Approving a Major Adjustment to a Planned Development for an Entrance Gate at 120 N. Oak Street
- 11. REPORTS FROM ADVISORY BOARDS AND COMMISSIONS
 - a) Economic Development Commission Update
- 12. STAFF REPORTS
- 13. CITIZENS' PETITIONS (Pertaining to any Village issue)*
- 14. TRUSTEE COMMENTS
- 15. CLOSED SESSION- 5 ILCS 120/2(c) (1)/(2)/(3)/(5)/(8)/(11)/(21)
- 16. ADJOURNMENT

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

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

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

Website http://villageofhinsdale.org

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

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

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

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

NAYS: None ABSTAIN: None ABSENT: None

Motion carried.

ADMINISTRATION AND COMMUNITY AFFAIRS

Accounts Payable

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

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

NAYS: None ABSTAIN: None ABSENT: None

Motion carried.

ENVIRONMENT AND PUBLIC SERVICES

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

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

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

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

NAYS: None ABSTAIN: None ABSENT: None

Motion carried.

ZONING AND PUBLIC SAFETY

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

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

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

NAYS: None ABSTAIN: None ABSENT: None

Motion carried.

REPORTS FROM ADVISORY BOARDS AND COMMISSIONS

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

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

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

STAFF REPORTS

No reports.

CITIZENS' PETITIONS

None.

TRUSTEE COMMENTS

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

ADJOURNMENT

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

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

NAYS: None ABSTAIN: None ABSENT: None

Motion carried.

Meeting adjourned at 8:00 p.m.

ATTEST:

Christine M. Bruton, Village Clerk



AGENDA ITEM #7C REQUEST FOR BOARD ACTION

Public Services & Engineering

AGENDA SECTION:

Consent Agenda - EPS

SUBJECT:

Proposal for Professional Engineering Services, The Pines/Birchwood

Avenue Drainage Study

MEETING DATE:

March 20, 2018

FROM:

Dan Deeter, PE Village Engineer

Recommended Motion

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

Background

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

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

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

Discussion & Recommendation

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



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

Budget Impact

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

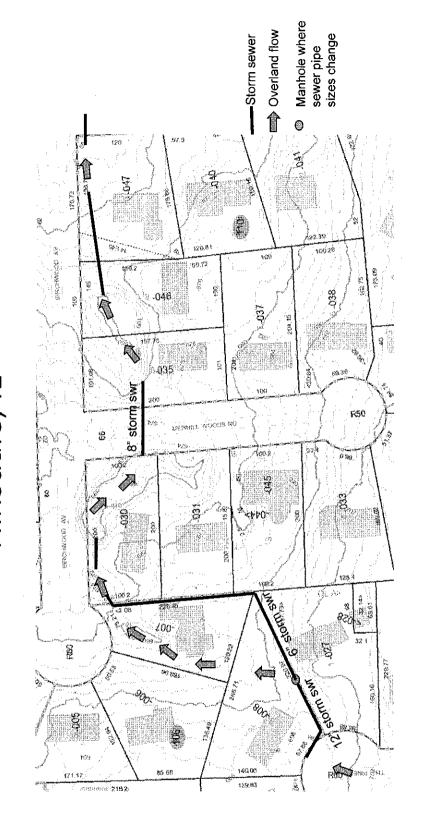
Village Board and/or Committee Action

At the March 6, 2018 Board of Trustees meeting, the Board approved the item to be moved to the Consent Agenda.

Documents Attached

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

The Pines/Birchwood Drainage Hinsdale, IL





CHRISTOPHER B. BURKE ENGINEERING, LTD.

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February 15, 2018

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

Attention:

Dan Deeter, PE - Village Engineer

Subject:

Proposal for Professional Engineering Services

Birchwood Avenue Drainage Study in Hinsdale

Dear Mr. Deeter,

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

UNDERSTANDING OF THE ASSINGMENT

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

SCOPE OF SERVICES

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

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

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

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

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

ESTIMATE OF FEE

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

Task 1 – Topographic Surveying			\$ 6,600
Task 2 - Hydrologic Modeling			\$ 5,500
Task 3 - Summary Memorandum			\$ 1,80 <u>0</u>
	•	Total	\$13,900

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

Please sign and return one copy of this agreement as an indinotice to proceed. Please feel free to contact us anytime.	ication of acceptance and
Sincerely,	,

Christopher B. Burke, PaD, PE, D.WRE, Dist.M.ASCE President

Encl. Schedule of Charges General Terms and Conditions

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

BY:				
TITLE:			_	
DATE:	· · · · · · · · · · · · · · · · · · ·			

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

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

Direct Costs

Outside Copies, Blueprints, Messenger, Delivery Services, Mileage

Cost + 12%

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

^{*}Charges include overhead and profit

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Client and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Requests for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filling of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filling, unless stayed for a longer period by agreement of the parties or court order.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Kotecki Waiver. Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, including without limitation claims under the Illinois Structural Work Act, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Owner and Engineer and their agents, employees and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that Illinois law prohibits indemnity for the Indemnitees' own negligence. The Owner and Engineer are designated and recognized as explicit third party beneficiaries of the Kotecki Waiver within the general contract and all subcontracts entered into in furtherance of the general contract.

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

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

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

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

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

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

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

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

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



AGENDA ITEM # 10
REQUEST FOR BOARD ACTION
Administration

AGENDA SECTION:

EPS - Consent Agenda

SUBJECT:

Recommendation to Approve Parking Deck Construction Change

Orders for the Electrical and Sprinkler Systems.

MEETING DATE:

March 20, 2018

FROM:

Bradley Bloom, Assistant Village Manager/Director of Public Safety

Recommended Motion

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

Background

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

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

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



Discussion & Recommendation

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

Budget Impact

The change order costs are as follows:

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

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

Village Board and/or Committee Action

At their meeting of March 6, 2018, the Village Board unanimously agreed to move this item to the Consent Agenda for final approval.

Documents Attached

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

ARCHITECTS . ENGINEERS . CONSTRUCTION

October 23, 2017

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

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

Dear Ms. Gargano,

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

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

We look forward to continuing our work with the Village and CCSD 181 on the further development of this very important enhancement to the parking challenges in downtown Hinsdale. Should you have any questions, please do not hesitate to contact me via my cell at 630,209,7525 or email me at bkronewitter@cordoganclark.com.

Respectfully submitted,

Cordogan Clark & Associates

Brian K. Kronewitter, AIA, DBIA Executive Vice President

900 RIDGEWAY AVENUE, AURORA, ILLINOIS 60506

716 NORTH WELLS STREET, CHICAGO, ILLINOIS 60684

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

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

Cordogan Clark & Associates, Inc.

Village of Hinsdale

Its representative

DATE: October 23, 2017

Its representative

BULLEY & ANDREWS

Building Matters

1755 West Armitage Avenue Chicago, IL 60622

Phone: Fax:

(773) 235-2433 (773) 235-2471

POTENTIAL CHANGE ITEM

No. PCI0066

Project # 116190

TITLE:

TO:

PROJECT:

Parking Deck Fire Protection and Electrical Services

School District 181 - New Hinsdale Middle School

COMMUNITY CONSOLIDATED SCHOOL DIST 181

115 W 55TH ST

CLARENDON HILLS, IL 60514

DATE:

February 26, 2018

DESCRIPTION OF PROPOSAL

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

PCI Summary

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

Total:

\$72,070.00

APPROVAL:		Pill True	
Ву:		Ву:	
	Board President COMMUNITY CONSOLIDATED SCHOOL DIST 181	Bill Truty Bulley & Andrews LLC	
Date:		Date: 2-28-2018	

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

This MEMORANDUM OF UNDERSTANDING BETWEEN COMMUNITY CONSOLIDATED SCHOOL DISTRICT 181 AND THE VILLAGE OF HINSDALE ("MOU") is made this 31 day of 4 day of 4 day of 5 day of 6 da

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

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

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

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

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

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

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

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

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

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

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

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

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

FUNDS TO BE UTILIZED FOR CONTRACTOR PAYMENTS:

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

FUNDS TO BE UTILIZED FOR OTHER PURPOSES:

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

TOTAL PLEDGED FUNDS: \$786,833.25

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

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

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

If to the Village, to:

If to the School District, to:

Ms. Kathleen Gargano Village Manager 19 East Chicago Avenue Hinsdale, Illinois 60521

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

kgargano@villageofhinsdale.org

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

If to the Village, to:

If to the District, to:

Thomas K. Cauley Village President tcauley@sidley.com

Bradley Bloom Assistant Village Manager bbloom@villageofhinsdale.org

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

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

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

VILLAGE OF HINSDALE

SCHOOL DISTRICT 181

Ву:

oard President

2017

COMMUNITY CONSOLIDATED

Date:

Attest:

Date:

By:

8/7/ 201

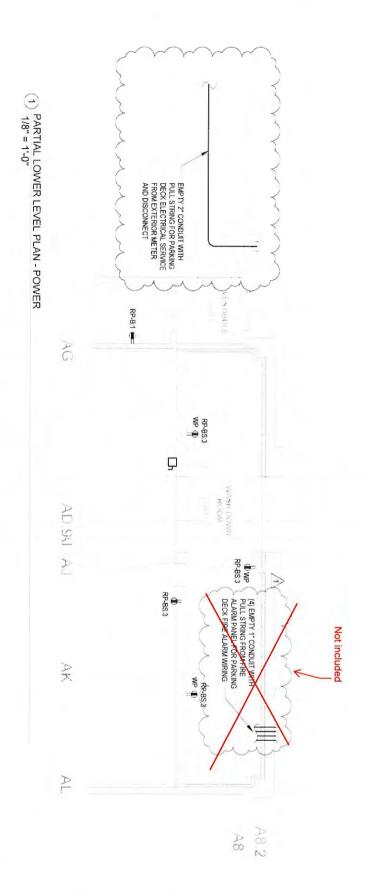
Date:

Attest:

Date:

...

6





HINSDALE M	IDDLE SCHOOL				PROJECT NU	JMBER	15-391
CORDOGAN CLA	ARK & ASSOCIATES, I	NC.	ARCHIT	ECTS ENGINEERS	DATE	01 D	DEC 2017
960 RIDGEWAY AVENUE	AURORA, ILLINOIS 60506	www.cordoganclark.com	716 NORTH WELLS STREET	CHICAGO ILLINOIS 60610	SHEET	ESI.	063-E10



6S865 Shaw Road Big Rock, IL 60511

January 12, 2018

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

Dear Mr. Truty,

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

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

Sincerely

Miles Henderson Project Manager

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

DESCRIPTION	QTY		PRICE	PER	PRIC	E EXTENSION	LABOR	PER	LABOR EXTENSION
UTILITY METER AND CT CABINET	1	\$	900.00	E	\$	900.00	5.00	E	5.00
200A - PARKING DECK SERVICE DISCONNECT NEMA 3R	1	\$	1,600.00	E	\$	1,600.00	9.00	E	9.00
2 1/2" GRC (GALV)	40	5	8.13	E	\$	325.20	15.00	С	6.00
2 1/2" STEEL LOCKNUT	8	\$	2.35	ε	\$	18.80	0.00	С	0.00
2 1/2" PLASTIC BUSHING	4	5	0.44	ε	5	1.76	100.00	Ċ	4.00
2 1/2" GRC 90 ELBOW	4	\$	19.61	Ε	\$	78.44	150.00	C	6.00
2 1/2" PVC	460	\$	1.32	Ε	\$	607.20	12.00	С	55.20
2 1/2" PVC FEM ADAPTER	4	\$	1.51	E	\$	6.04	40.00	Č	1.60
#6 XHHW	40	\$	0.61	É	\$	24.40	19.00	М	0.76
#3/0 XHHW	160	\$	3.42	E	\$	547.20	26.00	М	4.16
# 6 WIRE TERM-POWER	4	\$		E	\$	-	0.20	E	0.80
# 3/0 WIRE TERM-POWER	16	5		E	5		0.40	Ε	6.40
TRENCH (12"x3" DEEP)	450	\$	10.00	ε	\$	4,500.00	4.00	C	18.00
CONCRETE 3000 LB (YARD)	3	\$	145.00	ε	\$	435.00	1.00	E	3.00
CONCRETE TRENCH POUR	3	5		E	\$		0.50	E	1.50
REBAR CAGES	4	\$	125.00	E	\$	500.00	2.00	E	8.00
SEAL OPENING WATER TIGHT	2	\$	1,00.00	E	5	200.00	0.50	E	1.00
SAWCUT WALL 4" X 4"	2	\$	600.00	E	\$	1,200.00	0.50	E	1.00
TRENCH BACKFILL (12" X 3' DEEP)	450	\$	5.00	E	\$	2,250.00	2.00	c	9.00
BIM/AS-BUILT	8	\$	-	E	\$		1.00	£	8.00
Totals					\$	13,194.04			148.42
Labor Haus	148.42	\$	112.67	HR	\$	16,722.48			
Total Material and Labor					5	Z9,916.52		-	
Mark Up 10%	1.1	\$ 2	29,916.52		\$	32,908.17			
Total Cost for ASI-015 Parking Garage Service ROM				The second	\$	32,908.17	GENTO	TREATING	Particular Alberta

ARCHITECTS SUPPLEMENTAL INSTRUCTIONS

ASI Number: 015, Bid Package 2

Date: 12.08.2017 RE: Hinsdale Middle School

Prepared By: Alex López, AIA, LEED AP Project No.: 15391

Cordogan, Clark & Associates

To: Bill Truty

Bulley & Andrews, LLC

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

Mechanical Sketches - Overview:

MSK15 - FP2.0

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

MSK15 - Delail 1

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

Drawings Attached:

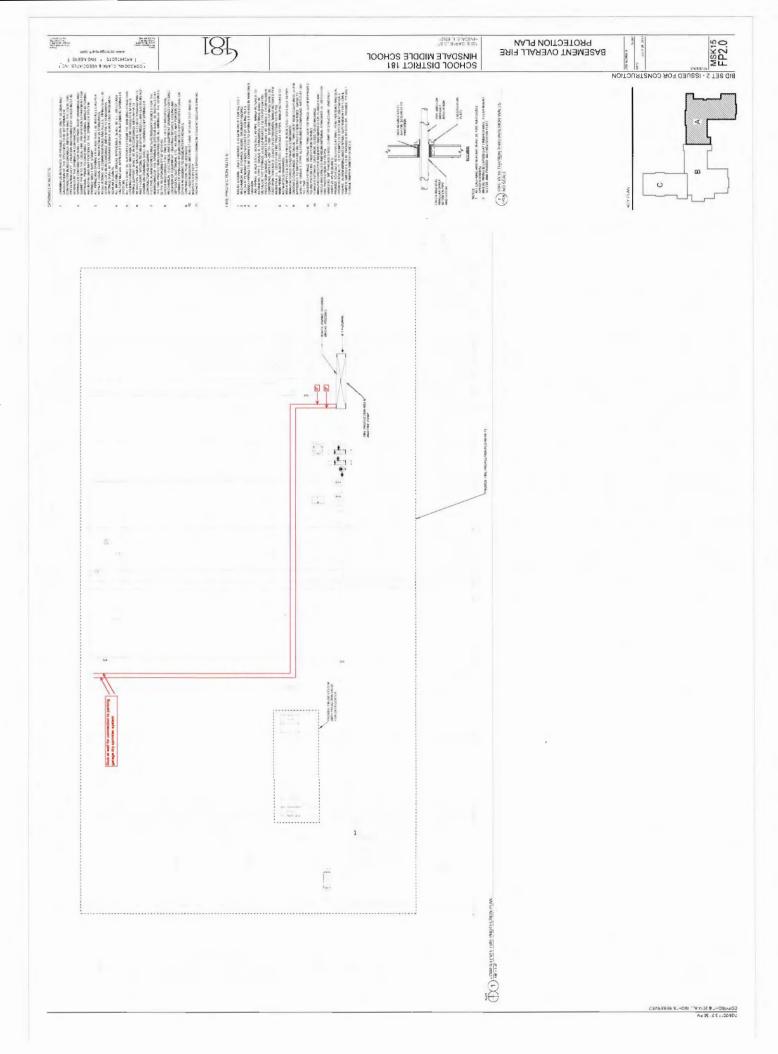
MSK15 - FP2.0 Basement Overall Fire Protection Plan

1VISK15 - Detail 1 Spring Vibration Isolators

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

End of ASI No. 015

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



K&S SPRINKLERS INC.

QUALITY SERVICE SINCE 1929

2619 CONGRESS STREET

BELLWOOD, ILLINOIS 60104-2400

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

February 15, 2018

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

Attn:

Bill Truty

Re:

Fire Protection

Hinsdale Middle School - Bid Group 2, ASI 015

100 S. Garfield St.

Hinsdale, IL.

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

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

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

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

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

The itemized breakdown is as follows:

Revised engineering to \$4,000.

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

We trust the foregoing is complete and satisfactory.

b Umstadt

Yours very truly,

K & S AUTOMATIC SPRINKLERS, INC.

State of Illinois License No. FSC 0106

K&S SPRINKLERS INC.

QUALITY SERVICE SINCE 1929

2619 CONGRESS STREET

BELLWOOD, ILLINOIS 60104-2400

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

November 3, 2017

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

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

Attn:

Bill Truty, Senior Project Manager

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

Re: Fire Protection

Hinsdale Middle School

100 S. Garfield Hinsdale, IL.

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

Gentlemen:

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

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

Total: \$16,851.

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

Total: \$20,813

Increase: \$3962.

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

We trust you will find the forgoing acceptable.

Yours very truly,

K & S AUTOMATIC SPRINKLERS, INC.

Joseph E. Amstadt

K&S SPRINKLERS INC.

QUALITY SERVICE SINCE 1929

2619 CONGRESS STREET

BELLWOOD, ILLINOIS 60104-2400

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

October 27, 2017

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

Attn:

Bill Truty- Senior Project Mgr.

Re:

Fire Protection

Hinsdale Middle School

100 S. Garfield Hinsdale, IL.

Gentlemen:

Enclosed are proposals from two separate pump companies.

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

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

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

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

Trusting you will find the forgoing acceptable, we remain,

Yours very truly,

K & S AUTOMATIC SPRINKLERS, INC.

Sph E. Amstadt

PATTERSON MOTOR DRIVEN PUMP

- 1 5x3 VIP VERTICAL INLINE UL-FM APPROVED CLOCKWISE ROTATION
 - DESIGN: 500 GPM 75 PSI 173 TDH 3525 RPM
- 1 SUCTION-125# FLG DISCHARGE-125# FLG
 - PUMP BASE/COUPLING
- 1 BASE PLATE, VOLUTE COVER
 - MOTOR/CONTROLLER
- 1 Fac. Choice, 40.0 H/P, 3525 RPM.
 - 3 PHASE, 60 CYCLE, 208 VOLT,
 - OPEN DRIPPROOF MOTOR, FRAME-286JPV
 - UL LABELED 1.15SF
- 1 TORNATECH MODEL-GPA208/40/3/6
 - COMBINED MANUAL AND AUTOMATIC FIRE PUMP CONTROLLER
- 1 ACROSS THE LINE, FLOOR MOUNTED CONTROLLER
- 1 RATED FOR 3 PHASE, 60 CYCLE, 100000 AIC
 - 208 VOLT,40.0 H/P OPERATION,
 - **PUMP ACCESSORIES**
- 1 STANDARD PRESSURE GAUGES 300 LBS
 - W/ GAUGE COCKS
- 1 0.75 IN Standard CASING RELIEF VALVE
 - **SET FOR 175#**
- 1 6 X 5 ECCENTRIC SUCTION REDUCER
 - SUCTION-125# FLG
- 1 3 X 6 CONCENTRIC DISCHARGE INCREASER
 - DISCHARGE-125# FLG
- 1 4 IN BRASS HOSE VALVE HEADER OUTSIDE
- 1 2 SETS OF 2 1/2 IN HOSE VALVES-ANGLE HOSE VALVE NST THREAD, WITH CAPS AND CHAINS
 - JOCKEY PUMP
- 1 PATTERSON, T41E01362036
 - JOCKEY PUMP RATED FOR 5 GPM
 - 90 PSI: 3450 RPM, WITH 1.00 HP, -
 - 3 PHASE, 60 CYCLE, 208 VOLT ODP ENCLOSURE
- 1 UL APPROVED JOCKEY PUMP CONTROLLER
 - PATTERSON FPJPC01360208
 - FOR 3 PHASE, 60 CYCLE, 208 VOLT
 - 1 HP OPERATION
 - WITHOUT PRESSURE RECORDER
 - WITHOUT RUNNING PERIOD TIMER
 - JP CONTROLLER MODIFICATIONS
- 1 0 Casing Relief Valve
 - LIST PRICE

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_	~		ГR		34 V	TO IL	,,,	U JR	URI	v - rv	~ ()	MP

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

DESIGN: 1000 GPM 100 PSI 231 TDH 1780 RPM

1 SUCTION-125# FLG DISCHARGE-125# FLG

PUMP BASE/COUPLING

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

MOTOR/CONTROLLER

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

COMBINED MANUAL AND AUTOMATIC FIRE PUMP CONTROLLER

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

PUMP ACCESSORIES

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

W/ GAUGE COCKS

1 0.75 IN Standard CASING RELIEF VALVE

SET FOR 175#

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

JOCKEY PUMP

- 1 PATTERSON, T41L02364636
 - **JOCKEY PUMP RATED FOR 10 GPM**
 - 120 PSI, 3450 RPM, WITH 2.00 HP,
 - 3 PHASE, 60 CYCLE, 460 VOLT ODP ENCLOSURE
- 1 UL APPROVED JOCKEY PUMP CONTROLLER

TORNATECH JP3-460V/2 HP

FOR 3 PHASE, 60 CYCLE, 460 VOLT

2 HP OPERATION

WITHOUT PRESSURE RECORDER

WITHOUT RUNNING PERIOD TIMER

JP CONTROLLER MODIFICATIONS

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

TOTAL WEIGHT 1928 LBS

							No 17- 3585V
TO:	K&S Automatic	c			DATE:		October 25, 2017
ATTN:	Joe				JOB NAME:	i	Hinsdale Middle School
PHONE:					CITY		Hinsdale
EMAIL							
		elektronen mer	-		Х	YLEM AC FI	RE PUMP SYSTEMS
ED DATING	500	CDLC	7.0	PSI	480	Males	
FP RATING	500	GPM	75	-		Volus	
			_		ted in-line pump w	ıtın	
1	packing, 3 pha	ıs e, 60 cyx	cle motor and co	ntroller.			
Quantity					30	HP	XO.D.P.
	4x4x	9.5F	Vertical Inli	ine Pump		RPM	
CONTROLLER TYPE							
	X	_	Service - 30 hp		sted only		
	25,000	_Amp C.l	B. Interrupt Cap	acity			
ALPTOMATIC TO ANG	CCD CWFFCII						
AUTOMATIC TRANS							
	N/A	_Automs	itle Transfer Sv	vitch			
ACCESSORIES							
ACCESORES	Included	Suction	and Discharge	Gauge	Included	UL Listed	Casing Relief Valve
	416	_	ic Suction Redu	-	4"	Hose Valv	_
•					2	_	es, Caps & Chains
	6x4	_Concen	tric Discharge In	icreaser		- HOSE VBIV	es, Caps & Chams
JP RATING	4	GPM	110	PSI	120	Volts	
••••••		_		_			
					l pump with mecha	nical seal, S.	S. shaft,
11		coupled	motor and acros		roller.		
Quantity	1/2	—HP	3450	RPM	<u> </u>	Phase	
		EQUI	PMENT ONL	Y NET COS	T \$10,580.00	_	
		SEE BE	LOW FOR TEST	NG FEES			
		ESTIM	ATED DELIVE		6-8 weeks		
		F.O.B.	(Morton Grove,	IL) FI	ULL FREIGHT AL	LOWED	
			S NOT INCL				

Specifications:

TEST FEES

One commissioning/acceptance flow test add \$500.00

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

Extra city fees, testing or permits are NOT included.

Price quoted is valid for 30 days

550 100°, 105 =2							No 17- 3586V
TO:	K&S Automati	c			DATE:		October 25, 2017
ATTN:	Joe				JOB NAME:		Hinsdale Middle School
PHONE: EMAIL					CITY:		Hinsdale
					x	YLEM AC	FIRE PUMP SYSTEMS
FP RATING	1000	GPM	100	_PSI	480	Volts	
	U.L. listed fin	e pump sys	stem consisting	of a bronze	fitted in-line pump wi	th	
1	packing, 3 ph	ase, 60 cyc	cle motor and co	ontroller.			
Quantity					100	HP	XO.D.P.
	8x8x	9.5F	Vertical In	line Pump	3550	RPM	
CONTROLLER TYPE							
	х	Across th	he Line				
	100,000	-		anit.			
	100,000	_ Allip C.	3. Interrupt Cap	bachy			
AUTOMATIC TRANSF	ER SWITCH						
	N/A	Automa	tic Trausfer S	witch			
		-					
ACCESSORIES							
ACCESONIES	Included	Suction	and Discharge	Gauca	Included	III I ict	ed Casing Relief Valve
		_	ic Suction Redu	_	6"	_	alve Header
	DA C-O	_				_	
	618	_Concent	tric Discharge I	ncreaser	4	_ Hose V	alves, Caps & Chains
JP RATING	6	_GPM	130	PSI	120	_ Volt	s
	Jockey nume	system co	onsisting of a Si	S fitted verti	cal pump with mechan	ical seal.	S.S. shaft.
_ 1		•	motor and acros		• •		,
Quantity	3/4	HP	3450	RPM	1	_ Phas	e
		SEE BEL	PMENT ONL	ING FEES		_	
			ATED DELIVE		6-8 weeks	- -	
			(Morton Grove		FULL FREIGHT ALI	OWED.	
		TAXE	S NOT INCL	UDED			

Specifications:

TEST FEES

One commissioning/acceptance flow test add \$500.00

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

Extra city fees, testing or permits are NOT included.

Price quoted is valid for 30 days



Public Services & Engineering

AGENDA SECTION:

Consent Agenda - EPS

SUBJECT:

Alley vacation east of 845 S. Thurlow Street

MEETING DATE:

March 20, 2018

FROM:

Dan Deeter, PE Village Engineer

Recommended Motion

Approve "An ordinance authorizing the vacation of a certain portion of an unimproved alley situated east of and adjoining 845 S. Thurlow Street in the Village of Hinsdale, DuPage and Cook Counties, Illinois" at a purchase price of \$15,000."

Background

The resident at 845 S. Thurlow Street has expressed interest in purchasing the portion of the alley east of and adjacent to their property.

Discussion & Recommendation

Staff has reviewed the infrastructure requirements for this alley. There are no current infrastructure conflicts on this alley. The alley has previously had vacations approved. This portion of the alley is not a through-alley right-of-way used for vehicle traffic. There are currently no plans for providing vehicular traffic on this portion of the alley right of way in the future. There are ComEd overhead lines within this alley. Staff recommends approval of the vacation.

A plat of vacation will be prepared upon approval of this request for recording at DuPage County. To allow for current and potential future utility use of the alley, the plat of vacation will include a utility and drainage easement across the vacated area.

Budget Impact

Included is the appraisal report establishing a fair market value for the vacated property. The appraisal established the value of the property at approximately \$24.70 per square foot. The property to be vacated contains an area of +/-612 square feet. The total appraised value of the property is \$15,000.

Village Board and/or Committee Action

N/A



Documents Attached

- 1. An ordinance authorizing the vacation of a certain portion of an unimproved alley situated east of and adjoining 845 S. Thurlow Street in the Village of Hinsdale, DuPage and Cook Counties, Illinois" at a purchase price of \$15,000.
- 2. Appraisal Report, Re: Appraisal of an 8.5' x 72' portion of the unnamed alley situated east and adjoining 845 S. Thurlow Street, Hinsdale, Illinois.

VILLAGE OF HINSDALE

ORDINANCE NO.	

AN ORDINANCE AUTHORIZING THE VACATION OF A CERTAIN PORTION OF AN UNIMPROVED ALLEY SITUATED EAST OF AND ADJOINING 845 S. THURLOW STREET IN THE VILLAGE OF HINSDALE, DUPAGE AND COOK COUNTIES, ILLINOIS

WHEREAS, the Village of Hinsdale, DuPage and Cook Counties, Illinois (the "Village") is a duly authorized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and

WHEREAS, the property owner of 845 S. Thurlow Street, Hinsdale, Illinois, which property is identified by permanent index numbers ("P.I.N.") 09-11-423-010 and 09-11-423-011 has requested that a certain portion of an alley, as more fully described below, be vacated in order to be developed and maintained by said property owner; and

WHEREAS, Section 11-91-1 of the Illinois Municipal Code, 65 ILCS 5/11-91-1 et seq. (2007) (the "Code"), authorizes the Village to determine whether or not the public interest is served by vacating an alley, or part thereof, within its corporate boundaries, by an ordinance duly adopted by the affirmative vote of three-fourths of the trustees then holding office; and

WHEREAS, the Code further provides that upon vacation of an alley, or any part thereof, by the Village, title to the vacated property vest in the then owner or owners of land abutting thereon; and

WHEREAS, the Village President and Board of Trustees of the Village of Hinsdale (the "Corporate Authorities") have determined that the relief to the public from the further burden and responsibility of maintaining a certain portion of the alley, as more fully described below, and to return said portion to the tax rolls for the benefit of all taxing bodies is in the public interest.

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

- <u>Section 1</u>. <u>Recitals Incorporated</u>. The above recitals and findings are incorporated herein and made a part hereof.
- <u>Section 2</u>. <u>Vacation of Unimproved Alley</u>. Pursuant to the terms of this Ordinance, the Village shall vacate a rectangular portion approximately 8.5' x 72' of the unimproved alley situated east of and adjoining 845 S. Thurlow Street, Hinsdale, Illinois (the "Subject Property"), legally described, as follows:

Lots 25, 26, and 27 in the Fordham & Means Resubdivision of Block 25 of Stough's 2nd Addition, being a subdivision to the Village of Hinsdale in the southeast quarter of Section 11, Township 38 North, Range 11, East of the Third Principal Meridian, in DuPage County, Illinois

P.I.N. 09-11-423-010 09-11-423-011

- <u>Section 3.</u> <u>Plat of Vacation Approved.</u> The Plat of Vacation, a copy of which is attached hereto as <u>Exhibit A</u> and made a part hereof, is approved.
- Section 4. Conditions of Vacation. The Subject Property is vacated subject to any existing easement of public record for any public or private utility for the maintenance, renewal and construction or reconstruction of public and private utilities and that the Village reserves unto itself as a corporate municipality and to any public utility, its successors or assigns, the right to maintain and relocate any respective facilities in, under, across and along those parts of the public alley as herein vacated, with the right of access thereto at all times for any and all such purposes as may be reasonably required for the construction, maintenance and efficient operation of said equipment pursuant to any existing easement of public record.
- Section 5. Payment of Consideration and Title to Vacated Property. Upon the vacation of the Subject Property, title thereto shall be acquired by and vest to the property owner of 845 S. Thurlow Street, Hinsdale, Illinois upon the payment of fifteen thousand dollars (\$15,000.00) to the Village by the property owner as fair market value for the Subject Property. The vacation of the Subject Property, and the recording of the Plat of Vacation, shall not be effective until said payment is received pursuant to Section 11-91-1 of the Code, 65 ILCS 5/11-91-1.
- <u>Section 6</u>. <u>Execution of Documents</u>. The Village President, Village Clerk and all other officials are hereby authorized to take any and all action and execute any and all documents required to implement said vacation and record this Ordinance and the Plat of Vacation with the applicable county recorder of deeds upon the payment of the consideration set forth in Section 5 of this Ordinance.
- Section 7. Severability and Repeal of Inconsistent Ordinances. 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.

	ordinance shall be in full force and effect from and ablication in pamphlet form in the manner provided by
PASSED this day of	, 2018.
AYES:	
NAYES:	
ABSENT	
APPROVED this day	of, 2018
-	Thomas Cauley, Village President
ATTEST:	
Christine Bruton, Village Clerk	

APPRAISAL REPORT

AN 8.5' X 72' PORTION OF THE UNIMPROVED ALLEY SITUATED EAST AND ADJOINING 845 SOUTH THURLOW STREET HINSDALE, ILLINOIS

Prepared For

Mr. Dan Deeter Village of Hinsdale 19 East Chicago Avenue Hinsdale, Illinois 60521

Prepared By

C.A. Benson & Associates, Inc. 419 North La Grange Road La Grange Park, Illinois 60526

C.A. BENSON & ASSOCIATES, INC. 419 North La Grange Road - La Grange Park, IL 60526 P.O. Box 157 - La Grange, IL 60525

(708) 352-6056 Fax (708) 352-6070

February 5, 2018

Mr. Dan Deeter Village of Hinsdale 19 East Chicago Avenue Hinsdale, IL 60521

Re: Appraisal of an 8.5'x 72'portion of unimproved alley situated east and adjoining 845 South Thurlow Street, Hinsdale, Illinois

Dear Mr. Deeter:

In accordance with your request, I have inspected the above captioned property and analyzed all pertinent factors relative to it in order to estimate its "as is" market value of the fee simple interest. The property was inspected on January 30, 2018, which is the effective date of this valuation.

The property consists of an 8.5' by 72' portion of unimproved alley located east and adjoining 8454 South Thurlow Street, Hinsdale, Illinois. It contains 612 square feet and is zoned R-4, Single-Family Residential.

Based on this analysis, it is my opinion that the "as is" Market Value of the subject property as of January 30, 2018 was

FIFTEEN THOUSAND DOLLARS (\$15,000)

This Appraisal Report, presented in a summary format, is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice. As such, it presents discussions of the data, reasoning and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning and analyses is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated below. The appraiser is not responsible for imauthorized use of this report.

PURPOSE OF THE APPRAISAL:

The purpose of this appraisal is to provide my best estimate of the market value of the subject real property as of the effective date. *Market Value* is defined by the federal financial institutions regulatory agencies as follows:

Market Value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- 1. Buyer and seller are typically motivated;
- 2. Both parties are well informed or well advised, and acting in what they consider their own best interests:
- 3. A reasonable time is allowed for exposure in the open market;
- 4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- 5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

(Source: Office of the Comptroller of the Currency under 12 CFR, Part 34, Subpart C-Appraisals, 34.42 Definitions (f))

INTENDED USE: The function of this appraisal is to assist the Village of Hinsdale with a possible sale of the subject.

INTENDED USER: The intended user of this appraisal report is the Village of Hinsdale.

INTEREST VALUED: Fee simple

DATE OF INSPECTION: January 30, 2018

EFFECTIVE DATE OF VALUE: January 30, 2018

APPRAISAL DEVELOPMENT AND REPORTING PROCESS: In preparing this appraisal, I have

- Inspected the subject property;
- Examined the Sidwell Plat Book to obtain the size of the subject;
- Reviewed Public Records, Flood Hazard Rate Map and pertinent real estate tax and zoning information.
- · Gathered and confirmed information on comparable sales;
- Applied the Sales Comparison Approach to Value to arrive at an indicated value.

This Appraisal Report is a recapitulation of my data, analyses and conclusions. Supporting documentation is retained in my file.

COMPETENCY OF THE APPRAISER: The appraiser has the appropriate knowledge and experience to complete this assignment competently as illustrated by the Qualifications of the Appraiser statement contained within this report.

DESCRIPTION OF REAL ESTATE APPRAISED:

Location Description: The subject property is situated in the Village of Hinsdale, approximately 20-miles southwest of the City of Chicago's Central Business District. Hinsdale is bordered by Oak Brook to the north, Burr Ridge to the south, Western Springs to the east and Clarendon Hills to the west.

Hinsdale is a residential community that has a population of 17,446 residents as of 2014 and a median household income of \$166,605 (2015). Over the past 12 months, the average sale price of a single-family residence in Hinsdale was \$1,143,555 which is a slightly higher than the prior 12 month average sale price of \$1,136,279. This is a small increase and the overall trend is toward a stabilization in values.

Hinsdale is a substantially built-up community and is one of the communities in the Southern DuPage County suburbs, which include Burr Ridge, Clarendon Hills, Darien, Downers Grove, Glen Ellyn, Lisle, Naperville, Oak Brook, Oakbrook Terrace, Warrenville, Westmont, Wheaton, Willowbrook, Winfield and Woodridge. The majority of these are mid-aged to older established communities that have reached maturity. Redevelopment of new single-family residences is occurring in Hinsdale, Clarendon Hills and Downers Grove on sites where older residences have been demolished. The overall composition of the area provides most amenities such as adequate employee base, established commercial/residential areas and municipal services, educational facilities, etc. The area hospitals include Good Samaritan, La Grange Community and Hinsdale. Hinsdale has a thriving central business district and the Oak Brook Center and Yorktown Center regional shopping malls are in nearby driving distance.

The major transportation systems include the North-South Tollway (I-355), the Tri-State Tollway (I-294) and the East-West Tollway (I-88). In addition, the Metra Commuter Trains and Pace Buses service Hinsdale.

More specifically, the subject property is located in the southwest section of Hinsdale. The immediate area is approximately 98% built-up with single-family residences of varying architectural designs in the range of 0 to 80+ years. The price range varies from \$350,000 for smaller existing single-family residences to in excess of \$1,500,000 for new custom two story residences. Many of the older, smaller residences have been torn down and redeveloped with large custom single-family residences. The immediate occupancy of the neighborhood consists of professionals, executives and white-collar workers. Maintenance level is good and there were no adverse conditions noted on the date of inspection.

Overall, the community of Hinsdale and the subject neighborhood are stable without any land changes anticipated with the exception of residential development of new single residents on lots that were previously improved with older homes. The strengths of the community include the viable central business district, the good community services, ample shopping, proximity to major transportation systems and the historically strong demand for residential, retail and office properties.

Property Description: The subject property is the west 8.5' of a 17' wide unimproved alley. It has a width of 72', which is equal to the width of the adjoining residence located at 845 South Thurlow Street. It is rectangular in shape and has a calculated area of 612 square feet. It is in an R-4, Single Family Residence District which requires a minimum lot area of 10,000 square feet and 70 or 80 feet of street frontage depending on whether the site is an interior or corner parcel. The subject property is not buildable and would be of use only to the adjoining property owner. It is in a zone "X" area of minimal flooding activity per FEMA Map #17043C0903H, dated December 16, 2004.

ESTIMATE OF EXPOSURE TIME:

The subject property is an 8.5' x 72' section of an unimproved alley, which can only be sold to the adjoining property owner. As such, estimating a marketing time is futile as a potential sale is reliant on the adjoining property owner's willingness to buy the property. The typical marketing time for area buildable sites and single-family residences is 3 to 9 months.

PERMANENT INDEX NUMBER:

The subject is a section of unimproved alley, which has no permanent index number.

TOTAL 2016 ASSESSED VALUE: Not assessed

THREE-YEAR PROPERTY HISTORY:

According to FIRREA and the Uniform Standards of Professional Practice of the Appraisal Foundation, I am required to report and analyze any sale transactions involving the subject property during the past three years or any listing or pending sale transaction involving the subject property.

The subject is part of an unimproved alley under ownership by the Village of Hinsdale. This appraisal will be used as an estimate of market value for a possible sale of the property.

HIGHEST AND BEST USE ANALYSIS:

The subject consists of an 8.5' x 72' rectangular shaped portion of unimproved alley. It cannot be developed by itself and has value only to the adjoining property owner. It is my opinion that the highest and best use of the subject property is in conjunction with the adjoining residential property.

SUMMARY OF ANALYSIS AND VALUATION:

As indicated, the Sales Comparison Approach to Value will only be used.

SALES COMPARISON APPROACH TO VALUE AS IMPROVED:

Definition: A set of procedures in which a value indication is derived by comparing the property being appraised to similar properties that have been sold recently, then applying appropriate units of comparison, and making adjustments to the sale prices of the comparables based on the elements of comparison.*

*Source: Page 255, The Dictionary of Real Estate Appraisal, Appraisal Institute, Fourth Edition.

SALES COMPARISON APPROACH TO VALUE - Continued

In order to estimate the market value of the subject property by the Sales Comparison Approach, I have analyzed the following sales.

- 1. 223 South Adams Street, Hinsdale was reported sold in October 2016 for \$525,000. This is a 75 foot by 125 foot parcel zoned R-4, containing 9,375 square feet. The sales price was equal to \$56.00 per square foot.
- 2. 435 South Adams Street, Hinsdale was reported sold in December 2017 for \$495,000. This is a 75 foot by 125 foot parcel zoned R-4, containing 9,375 square feet. The sales price was equal to \$52.80 per square foot.
- 3. 845 South Thurlow Street, Hinsdale was reported sold in October 2016 for \$505,000. This is a 72 foot by 125 foot parcel zoned R-4, containing 9,000 square feet. The sale price was equal to \$56.11 per square foot.
- 4. 735 South Quincy Street, Hinsdale was reported sold in October 2016 for \$675,000. This is a 100 foot by 123.5 foot parcel zoned R-4, containing 12,350 square feet. The sale price was equal to \$54.66 per square foot.

Commentary

As market conditions have stabilized, no adjustments for time were warranted. The above sales were all improved with older smaller single-family residences and the sale prices were reflective of land value. Since their acquisitions, two of the existing residences have been demolished. They sold from \$52.80 to \$56.11 per square foot and averaged \$54.89 per square foot for a buildable site.

The subject consists of a 612 square foot unimproved alley that is not buildable and can only be sold to an adjoining property owner. Historical comparisons of varying size sites indicated that additional rear site area above the standard size lot contributes at a rate of 45% of the base lot value. For this analysis, 45% of the \$54.89 average value of a buildable site or \$24.70 per square foot is indicated.

SALES COMPARISON APPROACH TO VALUE - Continued

Based on the above analysis, it is my opinion that \$24.70 per square foot is indicated for the subject property.

612 square feet @ \$24.70 per square foot =

\$15,116

INDICATED VALUE BY THE SALES COMPARISON APPROACH:

\$15,000 (rd)

COMMENT AND FINAL VALUE CONCLUSION:

Based on the sales data analyzed in this report, it is my opinion that the "as is" fee simple market value of the subject property as of January 30, 2018 was

FIFTEEN-THOUSAND DOLLARS (\$15,000)

Respectfully submitted,

C.A. BENSON & ASSOCIATES, INC.

Charles A. Benson, Jr., SRA

Illinois State Certified General Real Estate Appraiser

License #553.000387 (Exp. 9/30/19)

ASSUMPTIONS AND LIMITING CONDITIONS

- 1. This Appraisal Report is intended to comply with the reporting requirements set forth under Standard Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice. It might not include full discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning and analyses is retained in the appraiser's file. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. The appraiser is not responsible for unauthorized use of this report.
- 2. No responsibility is assumed for legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated in this report.
- 3. The property is appraised free and clear of any or all liens and encumbrances unless otherwise stated in this report.
- 4. Responsible ownership and competent property management are assumed unless otherwise stated in this report.
- 5. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.
- 6. All engineering is assumed to be correct. Any plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
- 7. It is assumed that there are no hidden or unapparent conditions of the property, subsoil or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
- 8. It is assumed that there is full compliance with all applicable federal, state and local environmental regulations and laws unless otherwise stated in this report.
- 9. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a non-conformity has been stated, defined and considered in this appraisal report.
- 10. It is assumed that all required licenses, certificates of occupancy or other legislative or administrative authority from any local, state or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained in this report are based.
- 11. Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in this report are provided for reader reference purposes only. No guarantee as to accuracy is expressed or implied unless otherwise stated in this report. No survey has been made for the purpose of this report.

ASSUMPTIONS AND LIMITING CONDITIONS - Continued

- 12. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless otherwise stated in this report.
- 13. The appraiser is not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraiser that might suggest the possibility of the presence of such substances should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The appraiser's value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions or for any expertise or engineering knowledge required to discover them. The appraiser's descriptions and resulting comments are the result of the routine observations made during the appraisal process.
- 14. Unless otherwise stated in this report, the subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the Americans with Disabilities Act. The presence of architectural and communications barriers that are structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability or utility.
- 15. Any proposed improvements are assumed to be completed in a good workmanlike manner in accordance with the submitted plans and specifications.
- 16. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
- 17. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event, only with proper written qualification and only in its entirety.
- 18. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news sales, or other media without prior written consent and approval of the appraiser.

CERTIFICATION

I certify that, to the best of my knowledge and belief....

- the statements of fact contained in this report are true and correct.
- the reported analyses, opinion, and conclusions are limited only by the reported assumptions and limiting conditions, are my personal, impartial, and unbiased professional analyses.
- I have no present or prospective interest in the property that is the subject of this report and no personal
 interest with respect to the parties involved.
- I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediate preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- my engagement in this assignment was not contingent upon developing or reporting predetermined results.
- my compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- my analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the *Uniform Standards of Professional Appraisal Practice*.
- I have made a personal inspection of the property that is the subject of this report.
- no one provided significant professional assistance to the person signing this certification.
- the reported analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
- the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- as of the date of this report, I, Charles A. Benson, Jr., have completed the requirements under the Continuing Education Program of the Appraisal Institute.

Charles A. Benson, Jr., SRA

Illinois State Certified General Real Estate Appraiser

License #553.000387 (9/30/19

QUALIFICATIONS OF CHARLES A. BENSON, JR.

EDUCATION

University of Wisconsin, Madison, B.B.A., 1974 Majored in Real Estate and Urban Land Economics

APPRAISAL COURSES SUCCESSFULLY COMPLETED

S.R.E.A. Courses 101 (1972), 201 (1976), 202 (1989) A.I.R.E.A. Course VIII (1978) Standards of Professional Practice - Parts A & B, Appraisal Institute 1998 USPAP Update – 2016-2017

SEMINARS

Residential Design and Functional Utility; Subdivision Analysis; Rates, Ratios & Reasonableness; Valuation Under Federal Lending Regulations: Appraisal of Retail Properties; Industrial Valuation: Conditions of the Chicago Real Estate Market, 2012; Fair Lending and the Appraiser: Valuation of Detrimental Conditions in Real Estate; Partial Interest Valuation – Undivided; Forecasting Revenue; Illinois Appraiser's Update – 2004 thru 2017; Professionals Guide to the Uniform Residential Appraisal Report; Appraisal Challenges: Declining Markets and Sales Concessions; The Discounted Cash Flow Model: Concepts, Issues and Applications.

EXPERIENCE

Actively engaged in the real estate appraisal business since 1975; has made appraisal of thousands of properties of various types including single family residences, apartment buildings, commercial, industrial, special use properties and vacant land.

CLIENTS

Appraisal clients include: Inland Bank, American Metro Bank, First National Bank of LaGrange, Highland Community Bank, Cathay Bank, Pacific Global Bank, Spectrum Business Resources, LLC, United Trust Bank, The Village of Hinsdale, attorneys, individuals, corporations and others.

Qualified as an expert witness for the Circuit Court of Cook County and the Circuit Court of DuPage County.

AFFILIATIONS

- The Appraisal Institute Received SRA designation in April 1988.
- Holds State of Illinois Real Estate Managing Broker's License #471.011778.
- Member of the Mainstreet Organization of Realtors.
- State Certified General Real Estate Appraiser, State of Illinois, License No. 553.000387.

ADDENDUM

Sidwell Map

SIDWELL MAP (Subject Shaded in Red)

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AGENDA ITEM #_



REQUEST FOR BOARD ACTION

Public Services & Engineering

AGENDA SECTION: Consent Agenda - EPS

SUBJECT: Bid #1641 – Tree Maintenance

MEETING DATE: March 20, 2018

FROM: Brendon Mendoza, Administrative Analyst

Recommended Motion

To approve the award of Tree Maintenance Bid #1641 to Steve Piper and Sons for tree maintenance services in the amount not to exceed the budgeted amount of \$84,157.00.

Background

In February 2018, Public Services Staff solicited sealed bids for tree maintenance services. The bid package for the tree maintenance included the following services; tree removal, stump removal, emergency tree pruning, and emergency tree removal. Public Services staff published the bid package on Monday, February 26, 2018. Public Services staff provided the bid package to twenty (20) vendors, placed a legal ad in the Daily Herald, and posted the bid package on the Village website. The bid opening was held on Monday, March 12, 2018 and the Village received six (6) competitive bids and one (1) no bid.

Discussion & Recommendation

Public Services staff recommends Steve Piper and Sons for tree maintenance services. Steve Piper and Sons provided the lowest total bid (Please see attachment #1). Provided below is a breakdown of pricing provided by vendors.

Vendor	Steve Piper and Sons	Homer	Trees "R" Us	Landscape Concepts	Davey	Kramer
Extended Total	\$71,445.00	\$77,101.00	\$86,859.50	\$101,943.00	\$165,326.00	\$224,698.57

Budget Impact

Included in the proposed Fiscal Year 2018-2019 budget is \$84,157.00 for tree maintenance expenses under the Public Services Forestry Division budget line item 2203-7304. The contract is \$12,712.00 under budget, as Steve Piper and Sons provided pricing of \$71,445.00. Following the initial year, Public Services staff will return for approval from the Board of Trustees to continue the second year of the contract dependent on funding and adequate performance from the contractors.

Village Board and/or Committee Action

Per the Village's approved meeting policy, this award is included on the Consent Agenda without the benefit of a First Reading because it meets the definition for a routine item: it is included in the approved budget, is under budget, and is less than \$500,000.

Documents Attached

- 1. Steve Piper and Sons Proposal
- 2. Tree Maintenance Bid #1641 Bid Tabulation

BIDDER'S PROPOSAL

SUBMISSION INFORMATION

Village of Hinsdale 19 East Chicago Avenue Hinsdale, IL 60521 INVITATION

#1641

BID OPENING DATE: TIME:

March 12, 2018 10:00 A.M. Local Time

LOCATION:

Village Hall

COPIES: One (1) original & three (3) copies

INVITATION TO BID CONTRACTOR INFORMATION

Company Name: STEVE PIPER VAND SONS Address: 31 W 320 RAMM DR. City, State, Zip Code: WAPERVILLE 11 60565

Tree & Stump Removal Services

Per the specifications identified herein

VILLAGE OF HINSDALE

I. TREE REMOVAL SERVICES

A. TREE REMOVAL SERVICES

Туре	Tree Diameter (dbh) Classes	Estimated #of Trees	Estimated Total Diameter	Unit Price per inch ¹	Extended Total
	1-11"	0	0	\$ 1200	\$ -0-
	12-18"	23	386	\$ 1105	\$ 4265 30
Tree Removal	19-26"	53	1225	\$ 1690	\$20,702
	27-36"	34	1,046	\$ 1965	\$20,553
	37" +	8	342	\$ 2725	\$ 931950
Init Price includes all	\$548412				

¹ Unit Price includes all equipment, materials and personnel cost.

D .	EMERGENCY	SERVICES	FOR	TREE	REMOVAL	AS	DEFINED HERE	IN
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The bidder shall provide emergency tree removal assistance as specified in Section 1 – Tree Removal Services	The bidder shall provide emergency tree	removal assistance as specified in	Section I - Tree Removal Services
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During Normal Working Hours: 87⁹⁹ per man-hour

Outside Normal Working Hours: _________ per man-hour¹

Man-hour rate shall include all equipment, materials and personnel cost.

Company Name: STEVE P. PER AND SONS

II. STUMP REMOVAL SERVICES

Туре	Tree Diameter (dbh) Classes	Estimated #of Trees	Estimated Total Diameter	Unit Price	Extended Total
Stump Removal	1-11"	0	0	\$ 650	\$ -0-
	12-18"	23	386	\$ 615	\$237390
	19-26"	53	1225	\$ 5 40	\$ 6615
	27-36"	34	1,046	\$540	\$564840
	37" +	8	342	\$ 5 75	\$ 1966 50
			GR	OUP B TOTAL	\$16603

Unit Price includes all equipment, materials and personnel cost.

III. TREE PRUNING (PRUNE TICKETS)

٨	COST	DDIINE	TICKETS

The bidder shall provide tree pruning (prune tickets) per the Specifications of Section III - Tree Pruning Services as identified herein.

During Normal Working Hours:	87	per man-hour ¹
Outside Normal Working Hours:	13050	per man-hour ¹

IV. DISCOUNTS

A. ANNUAL DISCOUNT IF ALLOWED TO STORE EQUIPMENT ON-SITE

Will Hinsdale allow storage of equipment overnight at their facility?	Will Contractor utilize space at Hinsdale's facility to store equipment overnight? (Please check)	Annual Discount	
Yes	Yes No No	%	

¹ Man-hour rate shall include all equipment, materials and personnel cost.

Attachment #2

Village of Hinsdale					
BID NUMBER:	1641				
PROJECT NAME:	Tree Maintenance				
DATE:	3/12/18				

Nel Johnson			No Bid		
Туре	Tree Diameter (dbh) Classes	Estimated #of Trees	Estimated Total Diameter	Unit Price per inch ¹	Extended Total
	1-11"	0	0	\$ -	\$ -
	12-18"	23	386	\$ -	\$ -
Tree Removal	19-26"	53	1225	\$ -	\$ -
	27-36"	34	1,046	\$ -	\$ -
	37" +	8	342	\$ -	\$ -
	N/A				
Type	Tree Diameter	Estimated	Estimated	Unit Price	Extended
	(dbh) Classes	#of Trees	Total Diameter	per inch ¹	Total
	1-11"	0	0	\$ -	\$ -
	12-18"	23	386	\$ -	\$ -
Stump Removal	19-26"	53	1,225	\$ -	\$ -
	27-36"	34	1,046	\$ -	\$ -
	37" +	8	342	\$ -	\$ -
	•	•			N/A

Trees "R" Us, Inc.		Bid Bond							
Туре	Tree Diameter	Estimated	Estimated	Unit Price per	Extended				
	(dbh) Classes	#of Trees	Diameter	inch ¹	Total				
	1-11"	0	0	\$ -	\$ -				
	12-18"	23	386	\$ 12.00	\$ 4,632.00				
Tree Removal	19-26"	53	1225	\$ 19.00	\$ 23,275.00				
	27-36"	34	1,046	\$24.00	\$ 25,104.00				
	37" +	8	342	\$25.00	\$ 8,550.00				
					\$ 61,561.00				
Type	Tree Diameter	Estimated	Estimated	Unit Price	Extended				
	(dbh) Classes	#of Trees	Total Diameter	per inch ¹	Total				
	1-11"	0	0	\$ -	\$ -				
	12-18"	23	386	\$ 8.00	\$ 3,088.00				
Stump Removal	19-26"	53	1,225	\$ 8.50	\$ 10,412.50				
	27-36"	34	1,046	\$ 8.50	\$ 8,891.00				
	37" +	8	342	\$ 8.50	\$ 2,907.00				
					\$ 25,298,50				

Homer			Bid Bond		
Type	Tree Diameter	Estimated	Estimated	Unit Price	Extended
.,,,,	(dbh) Classes	#of Trees	Total Diameter	per inch ¹	Total
	1-11"	0	0	\$ 14.00	\$ -

Grand Total

N/A

	Classes	#01 11663	Diameter	inch'	lotai
	1-11"	0	0	\$ 14.00	\$ -
	12-18"	23	386	\$ 14.00	\$ 5,404.00
Tree Removal	19-26"	53	1225	\$ 21.00	\$ 25,725.00
	27-36"	34	1,046	\$23.00	\$ 24,058.00
	37" +	8	342	\$29.00	\$ 9,918.00
	\$ 65,105.00				
Туре	Tree Diameter (dbh) Classes	Estimated #of Trees	Estimated Total Diameter	Unit Price per inch ¹	Extended Total
	1-11"	0	0	\$ -	\$ -
	12-18"	23	386	\$ 4.00	\$ 1,544.00
Stump Removal	19-26"	53	1,225	\$ 4.00	\$ 4,900.00
	27-36"	34	1,046	\$ 4.00	\$ 4,184.00
	37" +	8	342	\$ 4.00	\$ 1,368.00
					\$ 11.996.00

Landscape Concepts			Bid Bond		
Type	Tree Diameter	Estimated	Estimated	Unit Price	Extended
	(dbh) Classes	#of Trees	Total Diameter	per inch ¹	Total
	1-11"	0	0	\$ -	\$ -
	12-18"	23	386	\$ 19.25	\$ 7,430.50
Tree Removal	19-26"	53	1225	\$ 25.50	\$ 31,237.50
	27-36"	34	1,046	\$29.00	\$ 30,334.00
	37" +	8	342	\$35.50	\$ 12,141.00
					\$ 81,143.00
Туре	Tree Diameter	Estimated	Estimated	Unit Price	Extended
	(dbh) Classes	#of Trees	Total Diameter	per inch ¹	Total
	1-11"	0	0	\$ -	\$ -
	1-11" 12-18"	0 23	0 386	\$ - \$ 6.50	\$ 2,509.00
Stump Removal	1-11"			\$ -	\$ 2,509.00 \$ 8,575.00
Stump Removal	1-11" 12-18"	23	386	\$ - \$ 6.50	\$ 2,509.00
Stump Removal	1-11" 12-18" 19-26"	23 53	386 1,225	\$ - \$ 6.50 \$ 7.00	\$ 2,509.00 \$ 8,575.00

Grand Total \$ 77,101.00

Grand Total \$ 101,943.00

Grand Total \$ 86,859.50

Davey			Bid Bond		
Туре	Tree Diameter (dbh) Classes	Estimated #of Trees	Estimated Total Diameter	Unit Price per inch ¹	Extended Total
Tree Removal	1-11" 12-18" 19-26" 27-36" 37" +	0 23 53 34 8	0 386 1225 1,046 342	\$ - \$ 26.00 \$ 36.00 \$45.00 \$51.00	\$ - \$ 10,036.00 \$ 44,100.00 \$ 47,070.00 \$ 17,442.00
					\$ 118,648.00
Туре	Tree Diameter	Estimated	Estimated	Unit Price	Extended
	(dbh) Classes	#of Trees	Total Diameter	per inch ¹	Total
	1-11"	0	0	s -	\$ -
Stump Removal	12-18" 19-26"	23 53	386 1,225	\$ 10.00 \$ 14.00	\$ 3,860.00 \$ 17,150.00
	27-36"	34 8	1,046 342	\$18.00 \$20.00	\$ 18,828.00
	3/ +	8	342	\$20.00	\$ 6,840.00 \$ 46,678.00

Krainer		Bid Bolld					
Туре	Tree Diameter	Estimated	Estimated	Unit Price	Extended		
	(dbh) Classes	#of Trees	Total Diameter	per inch ¹	Total		
	1-11"	0	0	\$ 17.44	\$ -		
Tree Removal	12-18"	23	386	\$ 32.70	\$ 12,622.20		
	19-26"	53	1225	\$ 55.59	\$ 68,097.75		
	27-36"	34	1,046	\$69.76	\$ 72,968.96		
	37" +	8	342	\$81.00	\$ 27,702.00		
					\$ 181,390.91		
					\$ 181,390.91		
Туре	Tree Diameter	Estimated	Estimated	Unit Price	\$ 181,390.91 Extended		
Туре		Estimated #of Trees	Estimated Total Diameter				
Туре	Diameter (dbh)		Total	Price	Extended		
	Diameter (dbh)		Total	Price	Extended		
Type Stump Removal	Diameter (dbh) Classes	#of Trees	Total Diameter	Price per inch ¹	Extended		
	Diameter (dbh) Classes	#of Trees	Total Diameter	per inch ¹ \$ 12.55	Extended Total \$ - \$ 4,844.30		
	(dbh) Classes 1-11" 12-18"	#of Trees	Total Diameter 0 386	Price per inch ¹ \$ 12.55 \$ 12.55	* - \$ 4.844.32.00 \$ 18.032.00 \$ 15.397.12		
	(dbh) Classes 1-11" 12-18" 19-26"	#of Trees 0 23 53	Total Diameter 0 386 1,225	Price per inch ¹ \$ 12.55 \$ 12.55 \$ 14.72	Extended Total \$ - \$ 4.844.30 \$ 18,032.00		

Grand Total \$ 165,326.00

0. BI 0					
Steve Piper &					
Sons			Bid Bond		
Type	Tree Diameter	Estimated	Estimated	Unit Price	Extended
Туре	(dbh) Classes	#of Trees	Total Diameter	per inch ¹	Total
	1-11"	0	0	\$ 12.00	\$ -
	12-18"	23	386	\$ 11.05	\$ 4,265.30
Tree Removal	19-26"	53	1225	\$ 16.90	\$ 20,702.50
	27-36"	34	1,046	\$19.65	\$ 20,553.90
	37" +	8	342	\$27.25	\$ 9,319.50
			•		\$ 54,841.20
Type	Tree Diameter	Estimated	Estimated	Unit Price	Extended
Туре	(dbh) Classes	#of Trees	Total Diameter	per inch ¹	Total
	1-11"	0	0	\$ 6.50	\$
	12-18"	23	386	\$ 6.15	\$ 2,373.90
Stump Removal	19-26"	53	1,225	\$ 5.40	\$ 6,615.00
	27-36"	34	1,046	\$ 5.40	\$ 5,648.40
	37" +	8	342	\$ 5.75	\$ 1,966.50

	Emergency V	Vork Tree Removal	Tree Pru	ning Tickets
Company	In Work Hours	Outside Work Hours	In Work Hours	Outside Work Hours
Nels Johnson	N/A	N/A	N/A	N/A
Trees "R" Us	\$ 85.00	\$ 145.00	\$ 85.00	\$ 145.00
Homer	\$ 125.00	\$ 160.00	\$ 115.00	\$ 150.00
andscape Concepts Manageme	\$ 95.00	\$ 120.00	\$ 80.00	\$ 95.00
Davey	\$ 100.00	\$ 135.00	\$ 100.00	\$ 135.00
Kramer	\$ 137.00	\$ 168.00	\$ 105.00	\$ 168.00
Steve Pipers & Sons	\$ 87.00	\$ 130.50	\$ 87.00	\$ 130.50



AGENDA ITEM

REQUEST FOR BOARD ACTION

Public Services & Engineering

AGENDA SECTION: Consent Agenda - EPS

SUBJECT: Bid #1640 – Elm and Ash Treatments

MEETING DATE: March 20, 2018

FROM: Brendon Mendoza, Administrative Analyst

Recommended Motion

To award Trees R Us, Inc. the elm inoculation in the bid comparison amount of \$12.05 per inch not to exceed the proposed budgeted amount of \$105,105 and the ash tree trunk injection in the bid comparison amount of \$6.29 per inch not to exceed the proposed budgeted amount of \$7,579; TruGreen LP the ash tree soil injection in the bid comparison amount of \$1.10 per inch not to exceed the proposed budgeted amount of \$8,299.

Background

In February of 2018, Public Services Staff solicited sealed bids for elm and ash tree treatments. The bid package requested unit pricing for elm tree fungicide injections, ash tree soil injections, and ash tree trunk injections. Public Services staff published the bid package on Monday, February 26, 2018. Public Services staff provided the bid package to nine (9) vendors, placed a legal ad in the Daily Herald, and posted the bid package on the Village website. The bid opening was held on Monday, March 12, 2018 and the Village received six (6) competitive bids.

Discussion & Recommendation

Based upon the unit pricing received (Please see attachment #3), Public Services staff recommends Trees R Us, Inc. for elm tree inoculations and ash tree trunk injections, and TruGreen LP for ash tree soil injections. Included in the bid package provisions, the Village reserves the ability to award the contract in whole or in sections, dependent upon the best interests of the Village.

Budget Impact

Included in the Fiscal Year 2018-2019 budget is \$120,983 in the Elm and Ash Tree Preservation Maintenance Fund (2203-7320) to contract treatments for prevention of Dutch elm disease in American elm trees and emerald ash borer infestation in ash trees. Following the initial year, Public Services staff will return for approval from the Board of Trustees to continue the second year of the contract dependent on funding and adequate performance from the contractors.

Village Board and/or Committee Action

Per the Village's approved meeting policy, this award is included on the Consent Agenda without the benefit of a First Reading because it meets the definition for a routine item: it is included in the approved budget, is based upon unit pricing, and is less than \$500,000.

Documents Attached

- 1. Trees R Us Proposal
- 2. TruGreen LP Proposal
- 3. Bid #1640 Bid Tabulations

Attachment #1

Bidder's Proposal

SUBMISSION INFORMATION

Village of Hinsdale 19 East Chicago Avenue Hinsdale, IL 60521 INVITATION

1640

BID OPENING DATE:

March 12, 2018 10:30 A.M. Local Time

TIME: LOCATION:

Village Hall

COPIES: One (1) original & three (3) copies

INVITATION TO BID CONTRACTOR INFORMATION

Company Name: TREES "R" US, INC

Address: PO BOX 6014
City, State, Zip Code: WAUCONDA (L 600

Elm and Ash Treatments

Per the specifications identified herein

VILLAGE OF HINSDALE

I. ELM TREATMENTS -

Type	Ave. Tree Diameter (dbh)	Estimated #of Trees	Estimated Total Diameter	Unit Price per inch ¹	Extended Total
Elm Treatments	29"	424	12213	\$12.05	\$147,166.
		TOTAL			\$

¹ Unit Price includes all equipment, materials and personnel cost.

Average Number of Trees Bidder is Proposing to Inject per Week: _________

Bidder understands that the quantity shown above is an estimate only, and that the Village of Hinsdale reserves the right to increase or decrease these quantities.

Bidder further understands and agrees to offer their bid price (cost per diameter inch) to any interested Village of Hinsdale resident who wishes to treat a tree on their private property.

Company Name: TREES 'R" US, INC

VILLAGE OF HINSDALE

II. ASH TREATMENTS -

Туре	Treatment Type	Estimated #of Trees	Estimated Total Diameter	Unit Price per inch ¹	Extended Total
Ash	Soil Injection	338	5696	\$ 1.89	\$10,765.
Treatments	Trunk Injection	28	866	\$6.29	\$ 5,447.
		TOTAL			\$ 16,212.

¹ Unit Price includes all equipment, materials and personnel cost.

Any and all exceptions to these specifications MUST be clearly and completely indicated on the bid sheet. Attach additional pages if necessary. **NOTE TO BIDDERS:** Please be advised that any exceptions to these specifications may cause your bid to be disqualified. Submit bids by SEALED BID ONLY. Fax and e-mail bids are not acceptable and will not be considered.

THE SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED

subject to all instructions, conditions, specifications and attachments hereto. Failur contract or to accept any request for additional compensation. By signing this bid dresult of a violation of either Section 33E-3 or 33E-4 of the Illinois Caminal Code of 1	of this solicitation and agree to furnish at the prices shown any or all of the items above, re to have read all the provisions of this solicitation shall not be cause to alter any resulting document, the bidder hereby certifies that they are not barred from bidding on this contract as a 1961, as amended.
Authorized Signature:	Company Name: TREES "R" US, INC.
Typed/Printed Name: JENNI WILLIS	Date:3/9/18
Title: PRESIDENT	Telephone Number: 847-913-9069
E-mail Jenni @ treesrusinc. Co	m

Attachment #2

Bidder's Proposal

SUBMISSION INFORMATION

Village of Hinsdale 19 East Chicago Avenue Hinsdale, IL 60521 INVITATION

1640

BID OPENING DATE:

March 12, 2018

TIME:

10:30 A.M. Local Time

LOCATION:

Village Hall

COPIES: One (1) original & three (3) copies

INVITATION TO BID CONTRACTOR INFORMATION

Company Name:

Address 76

City, State, Zip Code:

TRUCTUEN - LP

Elm and Ash Treatments

Per the specifications identified herein

VILLAGE OF HINSDALE

I. ELM TREATMENTS -

Туре	Ave. Tree Diameter (dbh)	Estimated #of Trees	Estimated Total Diameter	Unit I			nded otal
Elm Treatments	29"	424	12213	\$ N	A	\$ /	/A
		TOTAL		-		\$ 1	14

¹ Unit Price includes all equipment, materials and personnel cost.

Average Number of Trees Bidder is Proposing to Inject per Week:

Bidder understands that the quantity shown above is an estimate only, and that the Village of Hinsdale reserves the right to increase or decrease these quantities.

Bidder further understands and agrees to offer their bid price (cost per diameter inch) to any interested Village of Hinsdale resident who wishes to treat a tree on their private property.

	1	IP	
Company Name:	rugreen	L 1	

VILLAGE OF HINSDALE

II. ASH TREATMENTS -

Туре	Treatment Type	Estimated #of Trees	Estimated Total Diameter	Unit Price per inch ¹	Extended Total
Ash	Soil Injection	338	5696	\$ 1,10	\$ 6,265.
Treatments	Trunk Injection	28	866	\$ 8.40	\$ 7,274.4
		TOTAL			\$ 13,540.0

¹ Unit Price includes all equipment, materials and personnel cost.

Any and all exceptions to these specifications MUST be clearly and completely indicated on the bid sheet. Attach additional pages if necessary. **NOTE TO BIDDERS:** Please be advised that any exceptions to these specifications may cause your bid to be disqualified. Submit bids by SEALED BID ONLY. Fax and e-mail bids are not acceptable and will not be considered.

THE SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED

subject to all instructions, conditions, specifications and attachments hereto. Failu contract or to accept any request for additional compensation. By signing this bid or result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of	
Authorized Signature: Buan Pup	Company Name: Tru Green LP
Typed/Printed Name: Brian Rizzo	Date:3/7/18
Title: General Manager	Telephone Number: 108-200 - 3828
E-mail brigneizzo & trugreenmail. com	

Attachment #3

Village of Hinsdale

BID NUMBER: 1640

Elm and Ash PROJECT NAME: Treatments

3/12/2018 DATE:

Item No.

> 2 3

Description Elm Tree Fungicide Trees Injected/week Ash Tree Soil Injection

Ash Tree Trunk Injection

2016-18 Pricing				
Qty		Unit		Extended
Est	F	Price		Total
12213	\$	10.45	\$	127,625.85
				100
5696	\$	1.15	\$	6,550.40
866	\$	8.82	\$	7,638.12

Item

No. <u>Description</u>

Elm Tree Fungicide Trees Injected/week

2 Ash Tree Soil Injection

3 Ash Tree Trunk Injection

Tree	s R Us		
PO B	ox 6014		
Waucon	da IL 6008	34	
	5%	boı	nd
Unit			Extended
Price			Total
\$	12.05	\$	147,166.65
			100
\$	1.89	\$	10,765.44
\$	6.29	\$	5 447 14

	Green LP N 99th St.		
Hickory H	lills, IL 604	157	
	10%	bon	d
Unit		E	extended
Price			Total
N/A			
\$	1.10	\$	6,265.60
\$	8.40	\$	7,274.40
-			

Landscape Concepts Management 31745 N Alleghany Rd				
	Grayslake	e, IL 6003	30	
		5%	boı	nd
	Unit			Extended
	Price			Total
\$		14.82	\$	180,996.66
				50
\$ \$		1.89	\$	10,765.44
\$		8.89	\$	7,698.74

Item

No. <u>Description</u>
1 Elm Tree Fungicide Trees Injected/week

2 Ash Tree Soil Injection3 Ash Tree Trunk Injection

SavATree			
30W310	Butterfield	Rd	
Warrenv	ille, IL 605	55	
	5%	boı	nd
Unit			Extended
Price			Total
\$	18.82	\$	229,848.66
			140
\$	1.28	\$	7,290.88
\$	8.33	\$	7,213.78

Nels Johnson Tree Experts, Inc. 912 Pitner Ave. Evanston, IL 60202			
		5%	nd
	Unit		Extended
	Price		Total
\$		14.50	\$ 177,088.50
			100
\$		2.25	\$ 12,816.00
\$		8.25	\$ 7,144.50

Homer Tree Care, Inc				
	14000 S A	rcher Ave	nue	!
	Lockpoi	rt, IL 6044	1	
		5%	boı	nd
	Unit			Extended
	Price			Total
\$		12.10	\$	147,777.30
				25
\$		1.65	\$	9,398.40
\$		11.25	\$	9,742.50



AGENDA ITEM # Th

REQUEST FOR BOARD ACTION
Community Development

AGENDA SECTION: Consent Agenda – ZPS

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

SUBJECT: existing ComEd Utility Pole in the IB Institutional Buildings District

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

MEETING DATE: March 20, 2018

FROM: Chan Yu, Village Planner

Recommended Motion

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

Background

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

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

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

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

Discussion & Recommendation

N/A

Village Board and/or Committee Action

At the first reading of this item at their meeting of March 6, 2018, the Village Board of Trustees agreed to move this item forward to the Consent Agenda of their next meeting.



Documents Attached

Ordinance

The following related materials were provided for the Board of Trustees of this item on March 6, 2018, and can be found on the Village website at:

http://www.villageofhinsdale.org/document center/VBOT%20packet%2003%2006%2018.pdf

Birds Eye View Map and Small Cell Location Street View and Small Cell Location Small Cell Application and Cover Letter (dated February 7, 2018) Zoning Map and Project Location Ordinance 2017-26 (approved on June 13, 2017)

ORDINANCE NO.	
---------------	--

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

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

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

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

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

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

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

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

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

PASSED this day of	2018.	
AYES:		
NAYS:		
ABSENT:		
APPROVED by me this the Village Clerk this same day.		_, 2018, and attested to by
	Thomas K. Cauley, Jr., Vill	age President
ATTEST:		
Christine M. Bruton, Village Clerl	<u></u> k	

EXHIBIT A

APPLICATION (ATTACHED)



Mobilitie, LLC 120 S. Riverside Plaza Suite 1800 Chicago, IL 60606 Tel: (312) 813-6796

February 7, 2018

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

RE: Mobilitie, LLC's DAS Permit Application

Dear Mr. Yu,

Mobilitie, LLC proposes to install and operate small cell equipment on an existing ComEd owned utility pole that augments and extends backhaul solutions to increase bandwidth while improving connectivity. Mobilitie has identified capacity deficient areas in the Village of Hinsdale. The proposed equipment, consisting of small antennas and mounts, will address those capacity gaps.

Among other benefits, small cells provide public safety enhancements for local governments in the form of greater connectivity and E911 readiness. The addition of small cells to existing wireless networks will help emergency responders more accurately locate wireless 911 callers. The Small Cell locations in the City have been carefully chosen to provide maximum coverage to benefit the citizens of the Village of Hinsdale. This site is in close proximity to Hinsdale Central High School and will enhance service for staff and students of the school, as well as greater connectivity for E911 services.

Enclosed is the permit application and supporting documentation. Please contact me if you have any questions, (312) 813-6796; Mrowland@mobilitie.com

Respectfully submitted,

Michelle Rowland Network Real Estate Specialist

*Enclosures

DAS APPLICATION

TO:	COMMUNITY DEVELOPMENT DEPARTMENT Date Filed:, 2 19 E. Chicago Avenue Hinsdale, Illinois 60521 (630) 789-7033	20
DAS/S	Small Cell Location: S. Grant St.	
Closes	t Intersection: S. Grant and W. 55th	
Name o	of Applicant: Mobilitie, LLC	
Name o	of Carrier (ex: AT&T, Verizon, Sprint): Sprint	
Addres	s of Applicant: 120 S. Riverside Plaza, Suite 1800 Chicago, IL 60606	<u></u>
Applica	ant's Phone/Fax Number: 312-813-6796	
Applica	ant's E-Mail: mrowland @ mobilitie.com	
Applica	ant's Signature: Michelle Rowland	

FOR OFFICE USE ONLY
Accompanying this application are the following:

DAS Application
Coverage Maps

- Site Plan(s) and Elevation photos
 Comprehensive List of Alternative Locations Considered
- Registration Documents for Provider/Carrier
- Letter Explaining Need for Residential Location (where applicable) Certified Mailing List (where applicable)
- Application Fee in the Amount of \$ 250.00 (Applications Requiring BOT Review Only)



Technical Justification Small Cell Locations – CH90XSGE3C



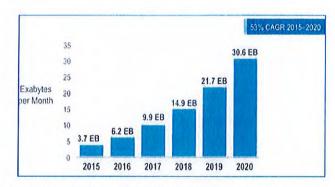
PROPRIETARY & CONFIDENTIAL

Why This Locations is Important?

Network data traffic is projected to grow 10 times over the next 5 years per Cisco's latest VNI Forecast

Sources of data growth:

- · Smartphone Use
- · Video Transfer
- · Public Safety Applications
- Connected Homes
- · Connected Cars
- · Connected "things"



Network resources must be planned and built to support this data transfer.

Since there is not always a high speed network cable available, wireless Small Cell options will need to be smartly placed to provide the necessary capacity. This network will be the enabler for cutting edge data technologies.



PROPRIETARY & CONFIDENTIAL

2

Considerations for smartly-placed wireless Small Cell

Placement of wireless Small Cell should consider:

- · Proximity to points-of interest
- · Ability to adapt to evolving data sources

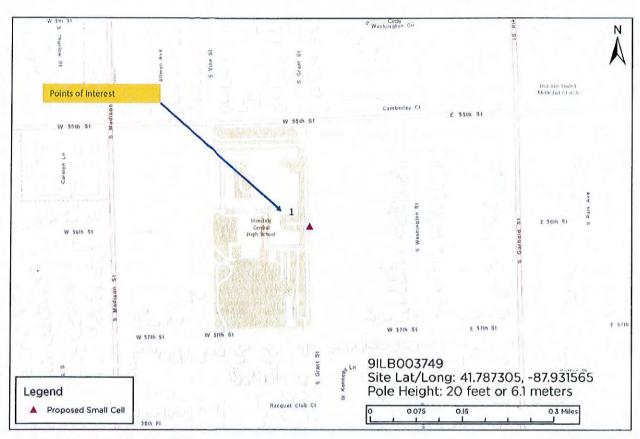
A correctly designed network will provide the resources and capacity for area consumers to be on the forefront of technology advancement.

High speed wireless Small Cell extends network connectivity to the edge of demand areas without disrupting the underlying environment.

The alternative is a view of technology innovation and capability without infrastructure to support it.

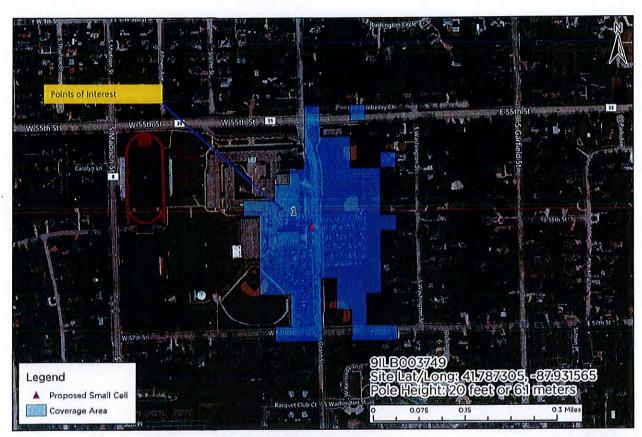


PROPRIETARY & CONFIDENTIAL



Significant Landmarks served by Small Cell Site:
1. Hinsdale Central High School





Significant Landmarks served by Small Cell Site:

1. Hinsdale Central High School



Conclusion

Small Cell is key to enable data innovation

Proper placement of wireless locations will bring connectivity to the edge of even the most challenging terrain areas

The explosion of data demand is showing no signs that it's growth rate will relax anytime soon

The networks built today will serve the data demand of tomorrow

Is your environment prepared?







Permit # 2228003707 Site Id # 17-0370-SW Other Id # CH90XSGE3C

POLE ATTACHMENT PERMIT

Pursuant to the Marked-Up Application dated Make-Ready, permission is hereby granted to MOBILITIE INVESTMENTS III, LLC in accordance with the terms and conditions of the Pole Attachment Agreement between our respective companies for the right and privilege to make attachments to 1 ComEd solely owned poles, and 0 jointly owned poles, located within HINSDALE.

Issuance of this permit is subject to the following:

- 1. Issuance of this permit indicates that ComEd identified Make-Ready has been completed.

 <u>Licensee is responsible for ensuring that all Make-Ready has been completed by other parties prior to making any attachments to poles.</u>
- Placement or attachment of any of Licensee's Facilities at a new or different location on any ComEd solely-or jointly-owned pole, other than those described on the a Marked-Up Application referenced above, and/or supporting maps, spreadsheets, etc., requires the Licensee to submit a modified Pole Attachment Application for ComEd review and approval prior to making attachments.
- 3. Licensee agrees to comply with ComEd requirements and all applicable laws, statutes, ordinances, rules and regulations related to the installation, use and operation of its Facilities. This Permit shall become null and void if any of Licensee's attachments authorized hereunder violates any laws, statutes, ordinances, rules and regulations, including but not limited to the NESC, related to the installation, use and operation of the facilities authorized hereunder.
- 4. Licensee shall notify ComEd within 30 days of completion of all attachments by Licensee.
- 5. A copy of this permit must be available at the work location during any construction activity.
- 6. Licensee's shall install its Facilities within 90 days of the date of this Permit.

COMM	ONWEALTH EDISON COMPANY
Ву:	Karen Halstead
Office:	Lincoln Centre 3
Date:	09/15/2017

	PERPETUAL INVI	ENTORY RECORD	
	ComEd Poles	Jointly Owned Poles	Other
Attachments permitted to-date	0	0	
Attachments added by this permit	1	0	
Total Attachments	1	0	

SITE ID-CANDIDATE LETTER/CASCADE ID-CANDIDATE LETTER: 9ILB003749C/CH90XSGE3C

LATITUDE/LONGITUDE: 41.787305/-87.931565

CROSS STREET:
S GRANT ST & W 55TH ST
CITY, STATE, ZIP:
HINSDALE, IL 60521



GENERAL NOTES
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SITE INFORMATION		
SITE D:	9LB003749C	
CASCADE ID:	CHRONSGE3C	
LATITUDE:	41.787306	_
CONCUENCY	-87,931565	
CROSS STREET:	S ORANT ST & W 55TH ST	
CITY, STATE, ZP:	HNSDALE, IL 60821	_
COUNTY:	DUPAGE COUNTY	
AURISDICTION:	HINSONLE VILLAGE	
PROPERTY OWNER:	FUBLIC RIGHT-OF-WAY	
APPLICANT:	WORLTHE, LLC 120 S RIVERSIDE PLAZA; SUITE 1800 CHICAGO, B. 60606 PHONE: (312) 636-5400	

ENGINEER				
JACOBS ENGINEERING CROLP, N.C. 5440 BELLS FERRY ROAD ACWORTH, GA 30102	CONTACT: KARL KRATIKA PROJECT WANAGER TEL: (678) 460-1416 PROJECT: ERSO0201			

DO NOT SCALE DRAWINGS

TRACTORS SIML VIREY ALL PLANS, (6) OMITISSONS & TRILL

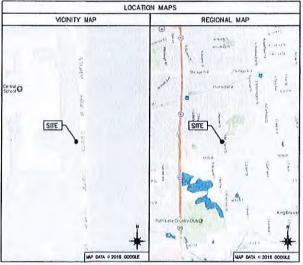
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	CODES
MATIONAL EL TW/DA-222	AL, BUILDING CODE ELTRICAL SUPERY CODE 1-0-2 OR LATEST EDTION DING/PLANNING CODE
	DRAWNG INDEX
SHEET NO:	SHEET TITLE
T-1	TITLE SHEET
59-1	EXHIBIT PHOTO & SITE PLAN
£V-1	POLE ELEVATIONS
EV-2	POLE CLEVATIONS
PL-1	PLIAMENG & RISER DIAGRAM
EQ-1	EQUIPMENT DETAILS
EQ-2	EQUIPMENT DETAILS
E-1	ELECTRICAL DETAILS
0-1	GROUNDING DETAILS
TC-1	VEHICULAR TRAFFIC CONTROL PLAN
TC-2	PEDESTRIAN SAFETY PLAN
CN-1	CENERAL MOTES

PROJECT DESCRIPTION

mobilitie

SUITE 1800 CHICAGO, E 60606 PHONE: (312) 638-5400

PROJECTINO: ERECEPT DELIVALET: JC. A SUNCION

FOR CONSTRUCTION

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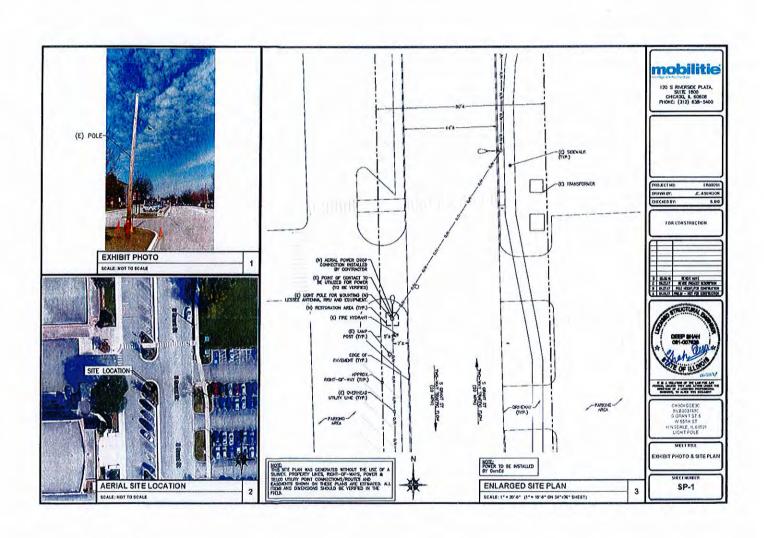


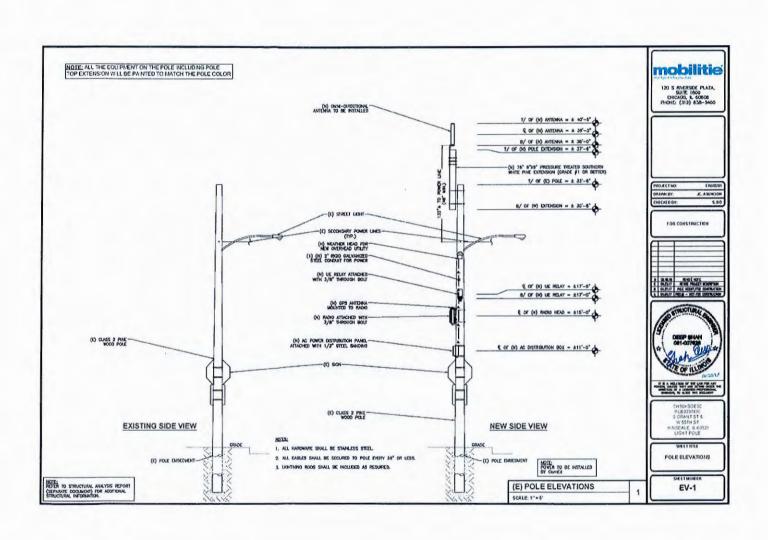
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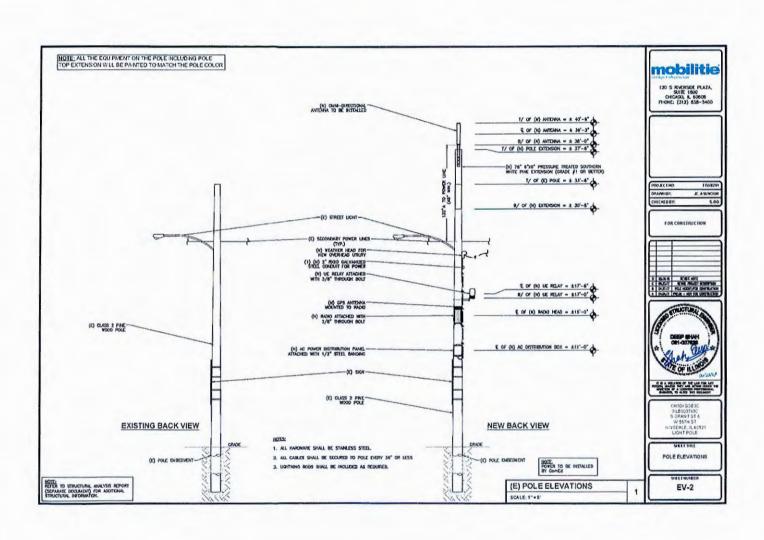
CH90XSGE3C 9LB003749C 5 CPANT ST & W 55TH ST HINSDALE, IL 60571 LIGHT POLE

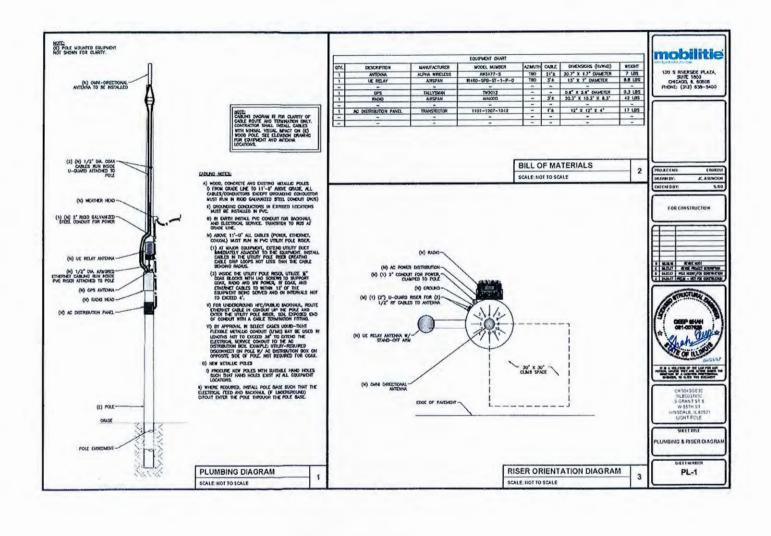
TITLE SHEET

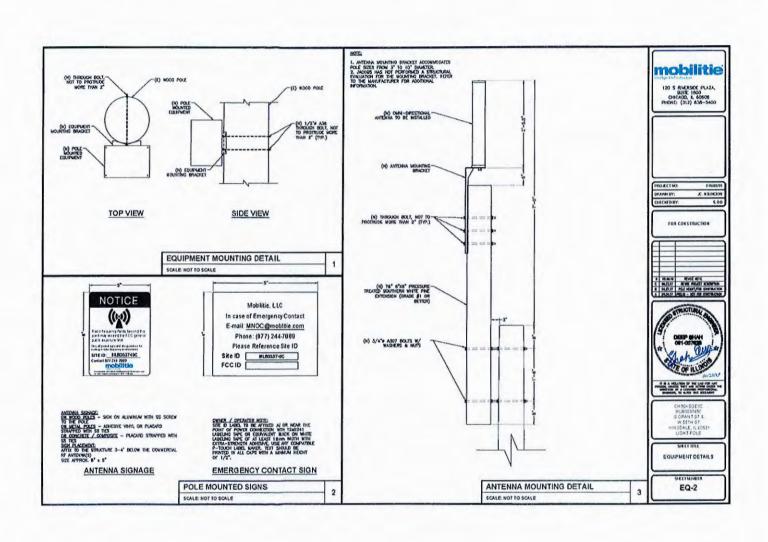
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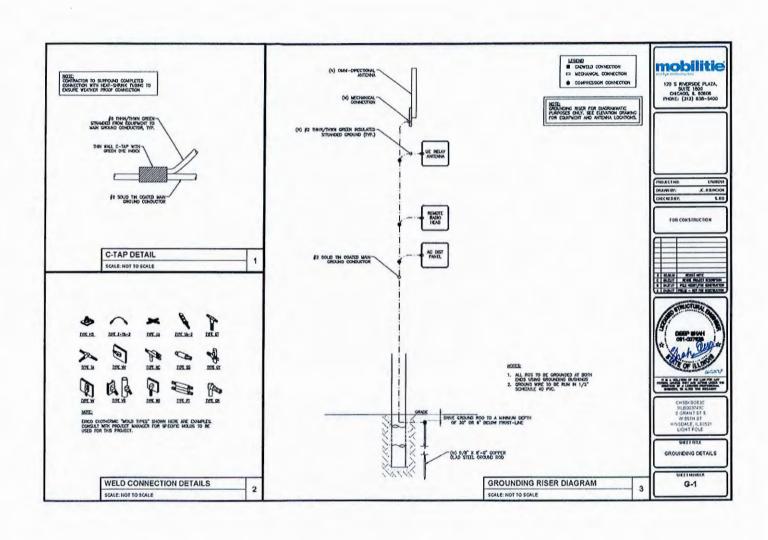












AGENDA ITEM #_____ REQUEST FOR BOARD ACTION



Administration

AGENDA SECTION: Second Reading – EPS

Subject: Residential Refuse, Recycling and Yard Waste Contract

MEETING DATE: March 20, 2018

FROM: Emily Wagner, Administration Manager

Jean Bueche, Management Analyst

Recommended Motion

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

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

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

Background

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

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



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

Budget Impact

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

Village Board and/or Committee Action

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

This item was also discussed at the March 6, 2018, Village Board meeting. Staff polled the Village Trustees through email and four Trustees are not in favor of the spring clean-up and two Trustees are in favor of spring clean-up. Therefore, the program has not been added to the contract.

Documents Attached

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

MEMORANDUM



DATE:

February 6, 2018

TO:

President Cauley and the Village Board of Trustees

FROM:

Emily Wagner, Administration Manager

Jean Bueche, Management Analyst Brendon Mendoza, Administrative Analyst

CC:

Kathleen A. Gargano, Village Manager

George Peluso, Public Services Director

RE:

Residential Refuse Contract Update

Recommendation

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

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

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

Background

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

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

# of Collections Per Week	# of 35 Gallon/Back Door count	# 01 65 Gallon/Back Door Count	# of 95 Gallon/Back Door Count
Once a week	1,981	747	1,428
Twice a week	157	58	202
Total	2,038	805	1,630

MEMORANDUM



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

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

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

Service Enhancements

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

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

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

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

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

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

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

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

Alternate Services

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

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

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

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

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

MEMORANDUM



Year 2: \$0.94Year 3: \$0.97Year 4: \$1.00Year 5: \$1.03

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

Considerations and Next Steps

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

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

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

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

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

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

Tentative Proposed Timeline

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

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

VILLAGE OF Lat. 1873

MEMORANDUM

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

Marketing Plan

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

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

Next Steps

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

RESOL	.UTION	NO.	

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit A

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

(attached)

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

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

WHEREAS, the Village and Allied Waste Disposal Services of North America, LLC, a Delaware limit liability company d/b/a Republic Services of Melrose Park (the "Contractor"), entered into a "Contract", effective May 1, 2015, for the collection and disposal of refuse and recyclable material generated by all residential dwellings in the Village. A copy of the Contract is attached hereto as **Exhibit A** and made a part hereof; and

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

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

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

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

It is hereby agreed by and between the Village of Hinsdale and Allied Waste Disposal Services of North America, LLC, as follows:

SECTION 1: That the recitals set forth above are incorporated herein as findings of the Parties as if set fully forth.

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

SECTION 3: This Contract Extension Agreement shall become effective upon the date executed by the Village Manager and attested by the Village Clerk (the "Effective Date").

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

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

RESOL	UTION.	NO.	

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit A

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

(attached)

VILLAGE OF HINSDALE

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

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

ARTICLE I: THE WORK

1.1 General Definition of the Work

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

1.2 Contractor's Duty to Perform the Work

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

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

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

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

1.3 Billing; Payment for the Work

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

C. Adjustment of Rates and Charges.

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

(iii) Fuel Adjustment:

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

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

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

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

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

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

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

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

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

ARTICLE II: SOLID WASTE COLLECTION

2.1 Solid Waste Collection Service

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

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

2.2 <u>Service Features</u>

Contractor shall provide all Customers with the following service options:

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

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

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

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

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

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

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

2.3 Municipal Services

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

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

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

2.4 Bulk Item Collection

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

2.6 Holiday Trees

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

2.7 Stickers

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

2.8 Monthly Reports

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

2.9 Excluded Waste

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

ARTICLE III: LANDSCAPE WASTE COLLECTION

3.1 <u>Landscape Waste Collection Service</u>

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

3.2 Service Features

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

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

3.3 Stickers

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

3.4 Leaf Collection

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

3.5 Monthly Reports

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

3.6 Organics Collection

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

ARTICLE IV: RECYCLABLE MATERIALS COLLECTION

4.1 Recyclables Collection Service

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

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

4.2 Service Features

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

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

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

4.3 Location of Service

Contractor shall provide curbside service for collection of recyclable materials.

4.4 Collection Day

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

4.5 Improper Materials

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

4.6 Processing of Recyclables

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

4.7 Monthly Reports

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

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

4.8 Net Proceeds

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

4.9 Promotion/Educational Programs

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

ARTICLE V: FINANCIAL ASSURANCES

5.1 Bond

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

5.2 Insurance

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

Worker's Compensation:

statutory limit.

Employer's Liability:

\$1,000,000 each occurrence.

Vehicle Liability:

\$1,000,000 property damage,

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

\$2,000,000 each occurrence.

Comprehensive

General Liability:

\$5,000,000 each person,

\$5,000,000 each occurrence.

Property Damage:

\$2,500,000 each occurrence.

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

5.3 Indemnification

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

5.4 Penalties

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

ARTICLE VI: STANDARDS FOR PERFORMANCE

6.1 General Quality of Performance; Performance Review

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

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

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

6.2 Collection Times

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

6.3 Holiday Collection

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

6.4 Quality of Employees

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

6.5 Subcontractors

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

6.6 Safety

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

6.7 Cleanliness

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

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

6.9 Equipment

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

6.10 Storage

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

6.11 <u>Damage to Property</u>

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

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

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

6.12 Telephone

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

6.13 Identification

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

6.14 Complaints; Processing

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

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

6.15 Improperly Prepared or Improper Materials

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

6.16 Changes in Service

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

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

6.17 Discontinuation of Service

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

6.18 Audit

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

6.19 Illegal Aliens

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

ARTICLE VII: TERM; EXTENSION

7.1 <u>Term</u>

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

7.2 Extension

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

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

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

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

ARTICLE VIII: DISPUTES AND REMEDIES

8.1 <u>Dispute Resolution Procedure</u>

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

8.2 Contractor's Remedies

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

8.3 <u>Village's Remedies</u>

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

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

8.5 Non-Enforcement by the Village.

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

ARTICLE IX: LEGAL RELATIONSHIPS AND REQUIREMENTS

9.1 Relationship of the Parties

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

9.2 Third Party Beneficiaries

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

9.3 Title to Waste; Disposal Responsibilities

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

9.4 Compliance with Laws and Grants

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

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

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

9.5 Changes in Laws

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

9.6 Governing Laws

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

9.7 Taxes

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

9.8 Employee Taxes and Benefits

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

9.9 Force Majeure

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

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

9.10 No Collusion

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

9.11 Confidential Information

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

9.12 <u>Assignment</u>

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

9.13 Notices

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

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

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

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

with a copy to:

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

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

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

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

9.14 Binding Effect

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

9.15 Contractor Acknowledgment

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

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

9.16 Authority to Execute

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

9.17 Severability

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

9.18 Amendments

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

9.19 Entire Contract

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

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

VILLAGE O	F HINSDALE	
By:		

Name:	
Title:	
Attest:	
By:	
Name:	
Title:	
[Allied Wa	aste Services of North America, LLC]
By:	
Name:	
Title:	
Attest:	
By:	
Name:	
Title:	

STATE OF ILLINOIS)
) SS COUNTY OF)
CONTRACTOR'S CERTIFICATION
, being first duly sworn on oath, deposes and states that all statements herein made are made on behalf of Contractor, that this deponent is authorized to make them, and that the statements contained herein are true and correct.
Contractor deposes, states, and certifies that Contractor is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or the amount of tax, as set forth in 65 ILCS 5/11-42.1-1 et seq. [formerly Ill. Rev. Stat. ch. 24, § 11-42.1-1]; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq. [formerly Ill. Rev. Stat. ch. 38, §§ 33E-1 et seq.].
DATED this day of 2018.
[Allied Waste Services of North America, LLC]
By:
Name:
Title:
Subscribed and sworn to before me this day of 2018
Notary Public
My Commission Expires:

ATTACHMENT A

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

REFUSE PROGRAM

(See next page)

LANDSCAPE WASTE

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

RECYCLING PROGRAM

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

MUNICIPAL SERVICES

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

LEAF COLLECTION

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

Attachment A

	Curbside 11/1/2018 t	Back Door o 10/31/2019	Curbside 11/1/2019 to	Back Door 0 10/31/2020	Curbside 11/1/2020 to	Back Door 10/31/2021	Curbside 11/1/2021 to	Back Door 10/31/2022	Curbside 11/1/2022	Back Door to 10/31/2023
65 gal cart recycling 1x week	Included	n/a	Included	n/a	Included	n/a	included	n/a	included	n/a
	incidded	11/8	incidded	П/а	included	П/а	ancided	11/4	included	П/а
95 gal cart recycling 1x week										
	Included	n/a	Included	n/a	Included	n/a	included	n/a_	included	n/a
35 gal cart refuse 1x week									,	
	n/a	31.30	n/a	32.24	n/a	33.20	n/a	34.20	n/a	35.25
Senior	n/a	29.00	n/a	29.87	n/a	30.75	n/a	31.65	n/a	32.65
65 gal cart refuse 1x week										
i	19.90	35.30	20.50	36.35	21.10	37.45	21.75	38.55	22.40	39.75
Senior	17.90	35.30	18.44	36.35	19.00	37.45	19.55	38.55	20.15	39.75
95 gal cart refuse 1x week										
	22.15	36.30	22.81	37.40	23.50	38.50	24.20	39.65	24.95	40.85
35 gal cart refuse 2x week										
op Boi dair i ti ast zii ii ti	n/a	44.83	n/a	46.20	n/a	47.55	n/a	48.95	n/a	50.45
65 gal cart 2x refuse										
	28.65	49.58	29.50	51.00	30.40	52.60	31.30	54.15	32.25	55.80
95 gal cart 2x refuse	31.55	50.37	32.50	51.90	33.50	53.45	34.50	55.05	35.55	56.70
Yard Waste Sticker	3.25	n/a	3.35	n/a	3.45	n/a	3.55	n/a	3.65	n/a
65 gal cart: Yard		.40	5.50	.,,,,		.,, -				
waste/organics	17.50	n/a	18.00	n/a	18.50	n/a	19.00	n/a	19.75	n/a
95 gal cart: Yard waste/organics	22.50	n/a	23.25	n/a	24.00	n/a	24.50	n/a	25.25	n/a

ATTACHMENT B

VILLAGE OF HINSDALE

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

PERFORMANCE BOND

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

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

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

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

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

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

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

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

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

ATTACHMENT C - Municipal Sites

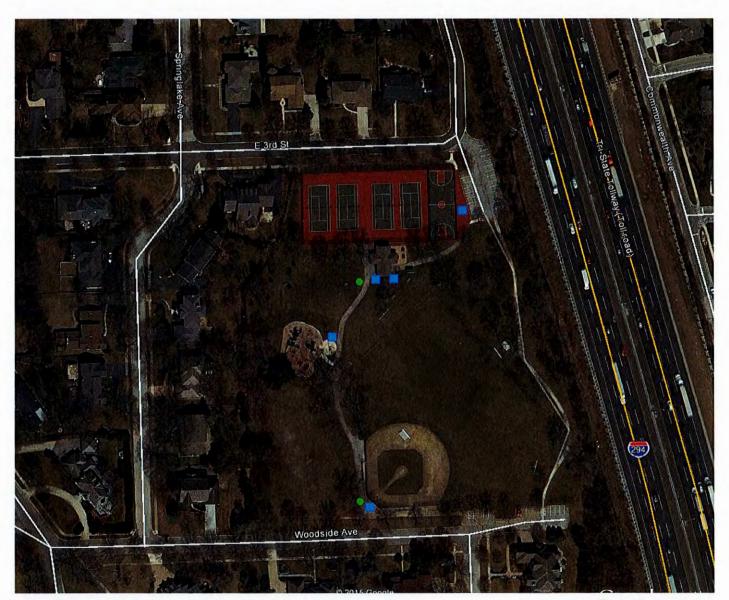
MUNICIPAL DISPOSAL SERVICE IN VILLAGE OF HINSDALE

		VILLAGE F	URNISHED		_	CONTRA	CTOR FUE	RNISHED			
71. 1 1.33	1.115	i della dell	erracer To and To an	•••	136	133	367	10		Je ilei Te i	resultativ
1	Burlington Park Chicago & Garfield	4							10		3 All year round for permanent containers. June - August Refuse Toters to be emptied once per a week on Fridays before 9 AM
2	Memorial Building 19 East Chicago	4							3	3	3 before 9 AM
3	Police/Fire Building 121 Symonds Dr.	1				1				3	3
4	Downtown	47	1								3 before 9 AM
5	Brush Hill Depot	6								2	3 before 9 AM
6	Burns Field Vine & Hickory	5							3		2 April 3 May - Aug
7	Deitz Park Adams	2							1		2 Sept - Oct 2
8	Eleanor's Park Chicago Ave. & Clay	2								- · · · ·	2
9	Highland Park County Line & Chicago								1		2
10	Highland Depot	3									3 before 9 AM
11	Melin Park Quincy & 9th Street	2							2		2 April 3 May - Aug 2 Sept - Oct
12	Peirce Park Walnut & County Line	18	2		2				4		2 April 3 May - Aug 2 Sept - Oct *Note one 1.5CY dumpster is moved from Pierce for Brook Park during Fall Months
13	Robbins Park 6th & Grant Street	8							4	3	2 April 3 May - Aug 2 Sept - Oct
14	Brook Park Columbia & 3rd Street	4							5		2 April 3 May - Aug 2 Sept - Oct
15	Stough Park Quincy & Town Place	4				7.4			3		2 April 3 May - Aug 2 Sept - Oct
16	Swimming Pool 500 West Hinsdale	1			3					2	2 May - Sept *2nd weekend of July pick up for swim meet
17	KLM Park Barn 5901 S. County Line Rd.							1			3
18	KLM Park Art Center 5903 S. County Line Rd.				1						1
19	KLM Park Lodge 5901 S. County Line Rd				4	_					3
19A	KLM Park Lodge Recycle Units 5901 S. County Line Rd KLM Park Platform				1					3	3
20	Tennis 5901 S. County Line Road								3		3

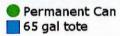
MUNICIPAL DISPOSAL SERVICE IN VILLAGE OF HINSDALE

		VILLAGE F	URNISHED				CTOR FU	RNISHED			
			aktonilosi Likape ori Politika	Š		2011	lov	1007	Refuse 55 Gal Tole	Recycle 80 Gallon 110te	Fieg of Pick Co No Mic Time
21	Water Treatment Plant 217 Symonds Dr.					1					2 South Side
21A	Water Treatment Plant Recycling 217 Symonds Dr.							1			1 South Side
22	Public Works Garage 225 Symonds Dr.				1	1					3
22A	Public Works Garage Recycling 225 Symonds Dr.							1		2	3
23	Humane Society 22 North Elm	1									3
24	West Hinsdale Depot	4									3 before 9 AM
25	Veeck Park	9				1			3		2 March-April 3 May - Aug 2 Sept - Nov
	No. of Containers	125	3	0	12	4	0	3	42	18	
	Grand Total No. of Containers	207									

Last Updated 10/03/17

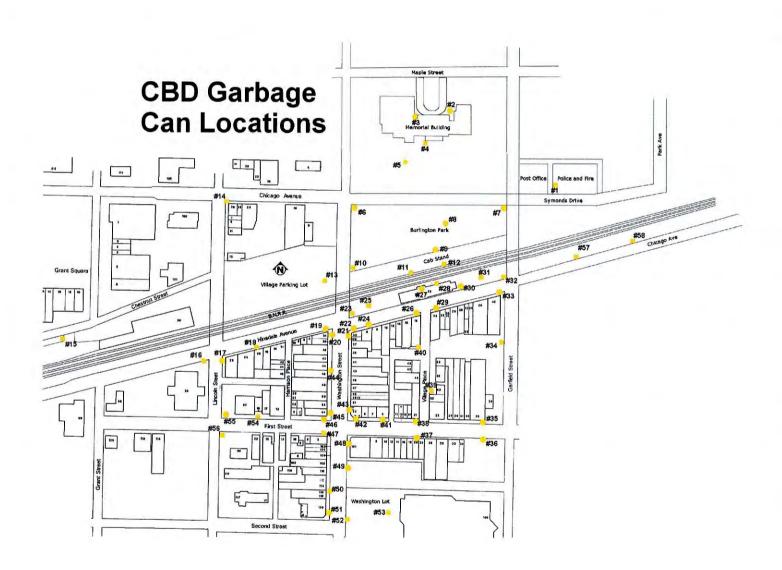


Brook Park - Trash Receptacles



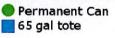


Burns Field - Trash Receptacles



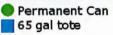


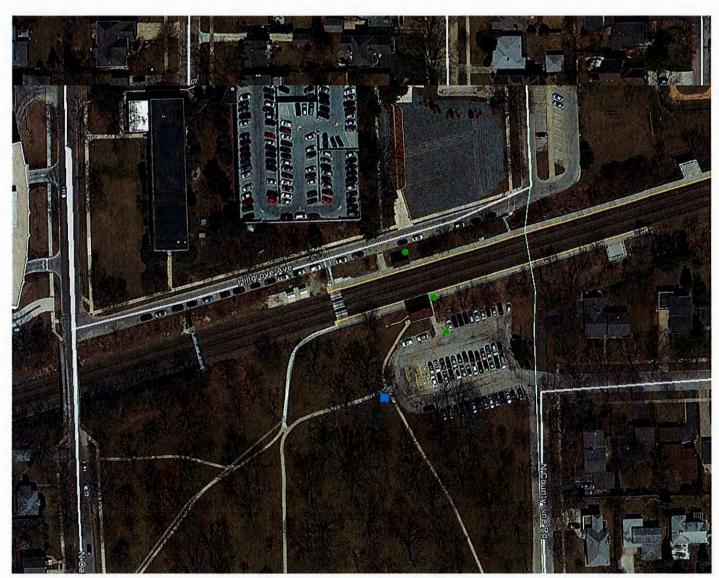
Dietz Park - Trash Receptacles





Eleanor's Park - Trash Receptacles

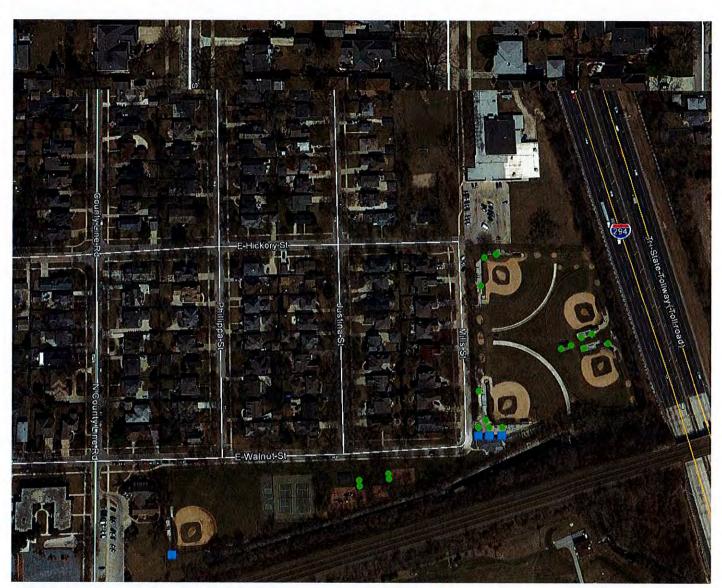




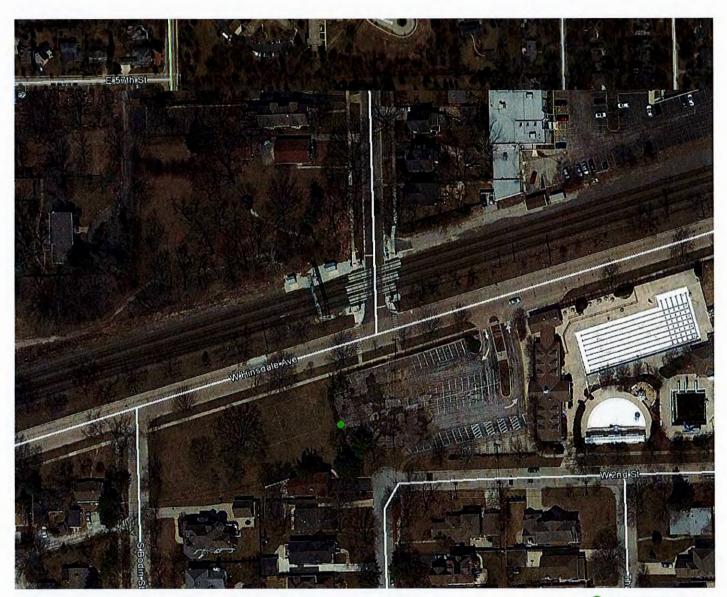
Highland Park and Station - Trash Receptacles



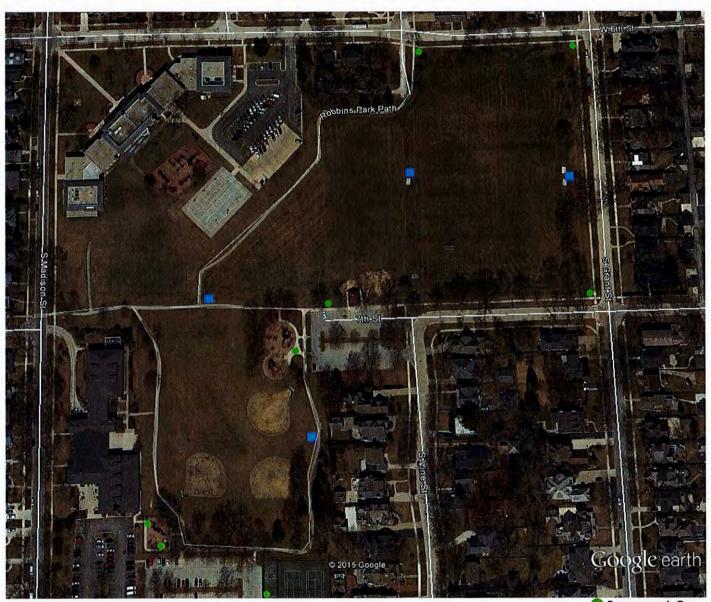
Melin Park - Trash Receptacles



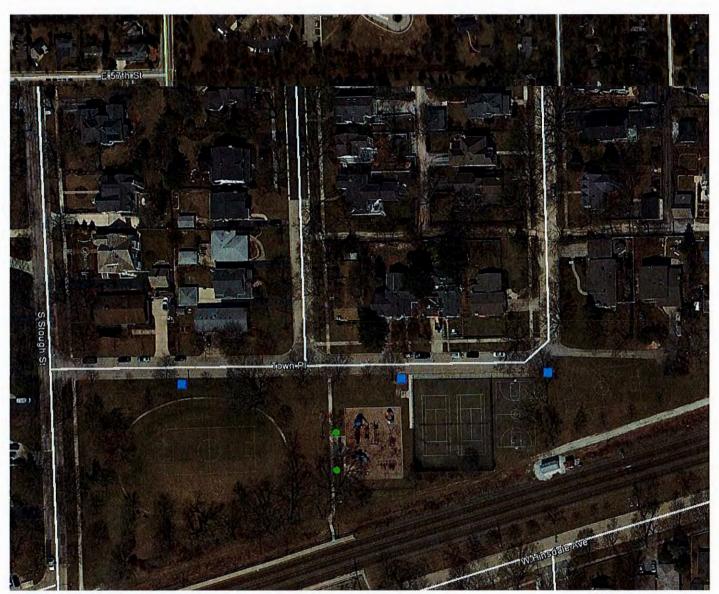
Perice Park - Trash Receptacles



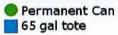
Hinsdale Pool - Trash Receptacles

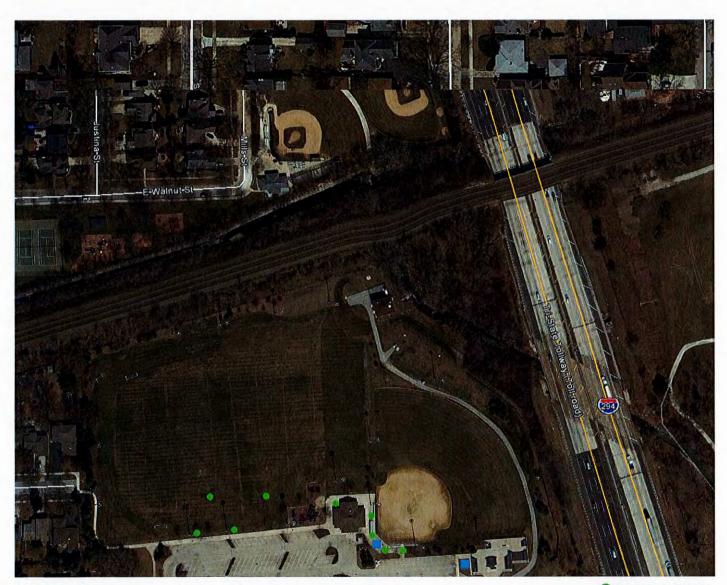


Robbins Park - Trash Receptacles



Stough Park - Trash Receptacles





Veeck Park - Trash Receptacles

Organics Collection Program

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

Acceptable Organics

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

Non-Acceptable Organics

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

Organics/Yard Waste Cart Rental

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



VILLAGE OF HINSDALE

ORDINANCE	NO.	

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

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

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

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

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

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

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

4-3-3: SOLID WASTE COLLECTION

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

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

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

4-3-4: LANDSCAPE WASTE COLLECTION:

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

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

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

4-3-5: RECYCLABLES COLLECTION:

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

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

4-3-6: LICENSES FOR COLLECTION:

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

C. Number of Licenses:

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

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

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

follows:	day of		_, 2018, pursuant to a re	oll call vote as
AYES:				
NAYS:				
ABSENT:				
APPROVED by the Village Clerk this sa		_ day of	, 2018, and	attested to by
	Th	omas K. Cauley, J	Ir., Village President	
ATTEST:				
Christine M. Bruton, Vill	age Clerk			

Burr Ridge \$	·	Notes New license Renewal license	Additional Fees
Burr Ridge \$\frac{\circ}{\circ}\$\$ Clarendon Hills \$\frac{\circ}{\circ}\$\$	\$ 1,000 \$ 500		
Clarendon Hills	\$ 500		
Clarendon Hills	·	Renewal license	
	¢ 500		
=1 1	Ş 300		plus \$50 per vehicle
Elmhurst S	\$ 500		plus \$25 application fee
La Grange Park	\$ 1,250		
Lisle	\$ 2,000	Residential	
5	\$ 500	Cammercial	
Oak Brook	\$ 1,000		
River Forest	\$ 1,000		
Western Springs	\$ 100		
Willowbrook	\$ 1,000		
Average \$	\$ 850		

.

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



AGENDA SECTION: Second Reading – ZPS

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

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

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

MEETING DATE: March 20, 2018

From: Chan Yu, Village Planner

Recommended Motion

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

Background

SUBJECT:

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

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

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

Discussion & Recommendation

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

Alternatively, the Board can choose to approve the change in materials only and forward the new elevations on to Plan Commission for consideration and recommendation.

Village Board and/or Committee Action

At the March 6, 2018, Board of Trustees meeting, the Village Board requested the applicant submit a materials/elevation side-by-side comparison exhibit to review for Second Reading.

Documents Attached

Ordinance

1. Hinsdale Meadows Major Adjustment – Materials/Elevation Side-by-Side Comparisons

REQUEST FOR BOARD ACTION



The following related materials were provided for the Board of Trustees of this item on March 6, 2018, and can be found on the Village website at:

http://www.villageofhinsdale.org/document_center/VBOT%20packet%2003%2006%2018.pdf

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

VILLAGE OF HINSDALE

ORDINANCE	NO.	

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

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

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

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

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

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

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

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

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

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

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

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

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

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

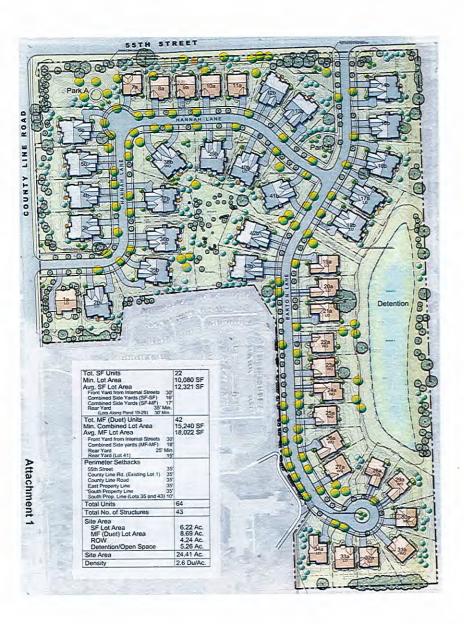
SECTION 6: Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law.

PASSED this day of	of	_ 2018.			
AYES:	, .				
NAYS:					
ABSENT:	<u>. </u>				
APPROVED this da	ay of	2018.			
	Thomas K.	Cauley, Jr., V	/illage Presiden	t	
ATTEST:					
Christine M. Bruton, Depu	ty Village Clerk				
ACKNOWLEDGEMENT CONDITIONS OF THIS O		NT BY THE	APPLICANT	то т	ГНΕ
Ву:					
Its:					
Date:	2018				

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EXHIBIT A ADJUSTED PLANS



HINSDALE MEADOWS

PLANNED DEVELOPMENT ADJUSTMENT APPROVAL

SIDE BY SIDE ELEVATION COMPARISONS – PREVIOUS VS. CURRENT





HAMPTON RANCH SHINGLE

PREVIOUS RANCH ELEVATION

MODEL SPECIFIC REVISIONS FOR RANCH PLAN TO MATCH REVISED ARCHITECTURAL STYLE:

- ADDED TRIM DETAIL IN TOP GABLE
- BLUE STONE PORCH IN LIEU OF BRICK

- HARDIE SIDING IN LIEU OF STUCCO
- **EXAMPLE 2** LANNONSTONE MASONRY IN LIEU OF BRICK
- REVISED COLORS FOR TRIM DETAILS, GUTTERS/DOWNSPOUT, SOFFIT/FASCIA, AND FRONT ENTRY AND GARAGE DOORS
- → COACH LIGHT ON EACH SIDE OF ALL GARAGE DOORS TO BE STANDARD; ARTIST RENDERING MAY NOT SHOW ONE
 PICTURED
- MIX OF COACH LIGHT OR RECESSED CAN LIGHT AT EACH FRONT ENTRY



HAMPTON RANCH COTTAGE

NOTE: A SECOND RANCH ELEVATION WAS NOT PREVIOUSLY APPROVED





New Haven Shingle

PREVIOUS NEW HAVEN ELEVATION A

MODEL SPECIFIC REVISIONS FOR NEW HAVEN PLAN TO MATCH REVISED ARCHITECTURAL STYLE:

- ADDED TRIM DETAIL IN TWO TOP GABLES
- BLUE STONE PORCH IN LIEU OF BRICK
- ADDED DORMER ON RIGHT SIDE ELEVATION IN BONUS ROOM OVER GARAGE
- DOUBLE WINDOW WITH TRIM DETAILS IN LIEU OF SINGLE WINDOW & REMOVED SHUTTERS ON FRONT SIDE OVER GARAGE

NOTE: REVISIONS FOR SHAKE SHINGLE ARCHITECTURAL STYLE, APPLICABLE TO ALL SINGLE FAMILY MODEL TYPES INCLUDE:

- HARDIE SIDING IN LIEU OF STUCCO

- LANNONSTONE MASONRY IN LIEU OF BRICK
- REVISED COLORS FOR TRIM DETAILS, GUTTERS/DOWNSPOUT, SOFFIT/FASCIA, AND FRONT ENTRY AND GARAGE DOORS
- COACH LIGHT ON EACH SIDE OF ALL GARAGE DOORS TO BE STANDARD; ARTIST RENDERING MAY NOT SHOW ONE PICTURED
- MIX OF COACH LIGHT OR RECESSED CAN LIGHT AT EACH FRONT ENTRY





NEW HAVEN COTTAGE

PREVIOUS NEW HAVEN ELEVATION B

MODEL SPECIFIC REVISIONS FOR NEW HAVEN PLAN TO MATCH REVISED ARCHITECTURAL STYLE:

- BLUE STONE PORCH IN LIEU OF BRICK
- ADDED DORMER ON RIGHT SIDE ELEVATION IN BONUS ROOM OVER GARAGE
 - DOUBLE WINDOW WITH TRIM DETAILS IN LIEU OF SINGLE WINDOW & REMOVED SHUTTERS ON FRONT SIDE OVER GARAGE THREE FULL COLUMNS IN LIEU OF HALF COLUMNS ON PORCH, REMOVED BRICK BASE

- HARDIE SIDING IN LIEU OF STUCCO
- LANNONSTONE MASONRY IN LIEU OF BRICK
- REVISED COLORS FOR TRIM DETAILS, GUTTERS/DOWNSPOUT, SOFFIT/FASCIA, AND FRONT ENTRY AND GARAGE DOORS
- COACH LIGHT ON EACH SIDE OF ALL GARAGE DOORS TO BE STANDARD; ARTIST RENDERING MAY NOT SHOW ONE PICTURED
- MIX OF COACH LIGHT OR RECESSED CAN LIGHT AT EACH FRONT ENTRY





RIDGEFIELD SHINGLE

PREVIOUS RIDGEFIELD ELEVATION A

MODEL SPECIFIC REVISIONS FOR RIDGEFIELD PLAN TO MATCH REVISED ARCHITECTURAL STYLE:

- ADDED TRIM DETAILS ON GABLES
- BLUE STONE PORCH IN LIEU OF BRICK
- BONUS ROOM DORMER ABOVE GARAGE DOOR TO BE STANDARD, SEE EXAMPLE ON WOODBRIDGE ARTISTIC RENDERING
- DOUBLE WINDOW IN LIEU OF SINGLE WINDOW FOR BONUS ROOM, WITH MATCHING TRIM
 - TWO FULL COLUMNS IN LIEU OF HALF COLUMNS ON PORCH, REMOVED BRICK BASE

- HARDIE SIDING IN LIEU OF STUCCO
- LANNONSTONE MASONRY IN LIEU OF BRICK
- REVISED COLORS FOR TRIM DETAILS, GUTTERS/DOWNSPOUT, SOFFIT/FASCIA, AND FRONT ENTRY AND GARAGE DOORS
- COACH LIGHT ON EACH SIDE OF ALL GARAGE DOORS TO BE STANDARD; ARTIST RENDERING MAY NOT SHOW ONE PICTURED
- MIX OF COACH LIGHT OR RECESSED CAN LIGHT AT EACH FRONT ENTRY





RIDGEFIELD COTTAGE

PREVIOUS RIDGEFIELD ELEVATION B

MODEL SPECIFIC REVISIONS FOR RIDGEFIELD PLAN TO MATCH REVISED ARCHITECTURAL STYLE:

- BLUE STONE PORCH IN LIEU OF BRICK
- ADDED BONUS ROOM DORMER ABOVE GARAGE DOOR

- HARDIE SIDING IN LIEU OF STUCCO
- LANNONSTONE MASONRY IN LIEU OF BRICK
- REVISED COLORS FOR TRIM DETAILS, GUTTERS/DOWNSPOUT, SOFFIT/FASCIA, AND FRONT ENTRY AND GARAGE DOORS
- COACH LIGHT ON EACH SIDE OF ALL GARAGE DOORS TO BE STANDARD; ARTIST RENDERING MAY NOT SHOW ONE PICTURED
- MIX OF COACH LIGHT OR RECESSED CAN LIGHT AT EACH FRONT ENTRY





TORRINGTON SHINGLE

PREVIOUS TORRINGTON ELEVATION A

MODEL SPECIFIC REVISIONS FOR TORRINGTON PLAN TO MATCH REVISED ARCHITECTURAL STYLE:

- ADDED TRIM DETAILS ON GABLES AND WINDOWS
- BLUE STONE PORCH IN LIEU OF BRICK
- ADDED BONUS ROOM DORMER ON LEFT SIDE ELEVATION
- REVISED TRIM DETAIL ON PORCH COLUMNS

NOTE: REVISIONS FOR SHAKE SHINGLE ARCHITECTURAL STYLE, APPLICABLE TO ALL SINGLE FAMILY MODEL TYPES INCLUDE:

- THARDIE SIDING IN LIEU OF STUCCO
- LANNONSTONE MASONRY IN LIEU OF BRICK
- REVISED COLORS FOR TRIM DETAILS, GUTTERS/DOWNSPOUT, SOFFIT/FASCIA, AND FRONT ENTRY AND GARAGE DOORS
- COACH LIGHT ON EACH SIDE OF ALL GARAGE DOORS TO BE STANDARD; ARTIST RENDERING MAY NOT SHOW ONE PICTURED
- MIX OF COACH LIGHT OR RECESSED CAN LIGHT AT EACH FRONT ENTRY

Attacimie





TORRINGTON COTTAGE

PREVIOUS TORRINGTON ELEVATION B

MODEL SPECIFIC REVISIONS FOR TORRINGTON PLAN TO MATCH REVISED ARCHITECTURAL STYLE:

- ADDED TRIM DETAILS ON WINDOWS
- BLUE STONE PORCH IN LIEU OF BRICK
- ADDED BONUS ROOM DORMER ON LEFT SIDE ELEVATION
- REVISED TRIM DETAIL ON PORCH COLUMNS, REMOVED ARCH
 - CLIPPED AND HIP ROOF DETAILS OVER GARAGE AND DORMERS IN LIEU OF GABLES TO MATCH COTTAGE STYLE REVISED WINDOW STYLES FOR SECOND FLOOR

- A HARDIE SIDING IN LIEU OF STUCCO
- LANNONSTONE MASONRY IN LIEU OF BRICK
- REVISED COLORS FOR TRIM DETAILS, GUTTERS/DOWNSPOUT, SOFFIT/FASCIA, AND FRONT ENTRY AND GARAGE DOORS
- COACH LIGHT ON EACH SIDE OF ALL GARAGE DOORS TO BE STANDARD; ARTIST RENDERING MAY NOT SHOW ONE PICTURED
- MIX OF COACH LIGHT OR RECESSED CAN LIGHT AT EACH FRONT ENTRY



TORRINGTON NANTUCKET

NOTE: A THIRD TORRINGTON ELEVATION WAS NOT PREVIOUSLY APPROVED

NOTE: REQUESTING TO ADD THE THIRD TORRINGTON ELEVATION IN THE "NANTUCKET STYLE", TO ALLOW FOR MORE ARCHITECTURAL DIVERSITY





WOODBRIDGE SHINGLE

PREVIOUS WOODBRIDGE ELEVATION A

MODEL SPECIFIC REVISIONS FOR WOODBRIDGE PLAN TO MATCH REVISED ARCHITECTURAL STYLE:

- ADDED TRIM DETAILS ON GABLES
- BLUE STONE PORCH IN LIEU OF BRICK
- ADDED BONUS ROOM DORMER ABOVE GARAGE DOOR
- DOUBLE WINDOW WITH TRIM DETAILS IN LIEU OF SINGLE WINDOW & REMOVED SHUTTERS ON FRONT SIDE OVER GARAGE
- FOUR FULL COLUMNS IN LIEU OF HALF COLUMNS ON PORCH, REMOVED BRICK BASE

- A HARDIE SIDING IN LIEU OF STUCCO
- LANNONSTONE MASONRY IN LIEU OF BRICK
- REVISED COLORS FOR TRIM DETAILS, GUTTERS/DOWNSPOUT, SOFFIT/FASCIA, AND FRONT ENTRY AND GARAGE DOORS
- COACH LIGHT ON EACH SIDE OF ALL GARAGE DOORS TO BE STANDARD; ARTIST RENDERING MAY NOT SHOW ONE PICTURED
- MIX OF COACH LIGHT OR RECESSED CAN LIGHT AT EACH FRONT ENTRY





WOODBRIDGE COTTAGE

PREVIOUS WOODBRIDGE ELEVATION B

MODEL SPECIFIC REVISIONS FOR WOODBRIDGE PLAN TO MATCH REVISED ARCHITECTURAL STYLE:

- BLUE STONE PORCH IN LIEU OF BRICK
- ADDED BONUS ROOM DORMER ABOVE GARAGE DOOR
- DOUBLE WINDOW WITH TRIM DETAILS IN LIEU OF SINGLE WINDOW & REMOVED SHUTTERS ON FRONT SIDE OVER GARAGE
- REVISED TRIM DETAIL ON PORCH COLUMNS

- ARDIE SIDING IN LIEU OF STUCCO
- LANNONSTONE MASONRY IN LIEU OF BRICK
- REVISED COLORS FOR TRIM DETAILS, GUTTERS/DOWNSPOUT, SOFFIT/FASCIA, AND FRONT ENTRY AND GARAGE DOORS
- COACH LIGHT ON EACH SIDE OF ALL GARAGE DOORS TO BE STANDARD; ARTIST RENDERING MAY NOT SHOW ONE PICTURED
- MIX OF COACH LIGHT OR RECESSED CAN LIGHT AT EACH FRONT ENTRY



REVISED ELEVATION - ASHLEY SIDE LOAD MODEL



PREVIOUS DUPLEX VILLA ELEVATION - PLAN A

MODEL SPECIFIC REVISIONS FOR VILLA PLANS TO MATCH REVISED ARCHITECTURAL STYLE:

- ADDED GABLE WITH SHED ROOF
- ADDED CORNER TRIM DETAIL
- REVISED PORCH COLUMN DETAIL, ADDED HALF COLUMN WITH BRICK BASE IN LIEU OF FULL COLUMN
- REMOVED BRICK BANDING FLANKING ENTRANCE DOOR AND UNDER PATIO
 - **REVISED COLUMN DETAIL AT REAR PATIO**
 - REMOVED SHUTTER

THOTE: REVISIONS FOR SHAKE SHINGLE ARCHITECTURAL STYLE, APPLICABLE TO DUPLEX VILLAS INCLUDE:

- HARDIE SIDING IN LIEU OF STUCCO
- REVISED COLORS FOR TRIM DETAILS, GUTTERS/DOWNSPOUT, SOFFIT/FASCIA, AND FRONT ENTRY AND GARAGE DOORS
- MIX OF COACH LIGHT OR RECESSED CAN LIGHT AT EACH FRONT ENTRY



REVISED DUPLEX VILLA ELEVATION - BECKETT MODEL



PREVIOUS DUPLEX VILLA ELEVATION - PLAN B

MODEL SPECIFIC REVISIONS FOR VILLA PLANS TO MATCH REVISED ARCHITECTURAL STYLE:

- REVISED TRIM DETAIL ON GABLES
- REVISED PORCH COLUMN DETAIL, REMOVED LEFT POST, ADDED HALF COLUMN WITH BRICK BASE IN LIEU OF FULL COLUMN
- REMOVED WINDOW IN DEAD SPACE ABOVE A-UNIT GARAGE
- REMOVED SHUTTERS

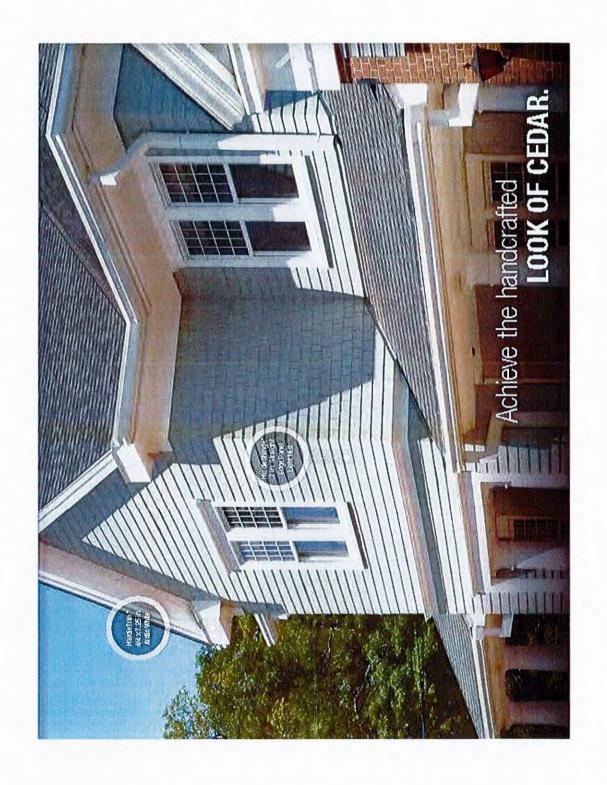
NOTE: REVISIONS FOR SHAKE SHINGLE ARCHITECTURAL STYLE, APPLICABLE TO DUPLEX VILLAS INCLUDE:

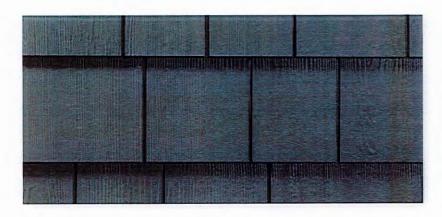
- THARDIE SIDING IN LIEU OF STUCCO
- REVISED COLORS FOR TRIM DETAILS, GUTTERS/DOWNSPOUT, SOFFIT/FASCIA, AND FRONT ENTRY AND GARAGE DOORS
- MIX OF COACH LIGHT OR RECESSED CAN LIGHT AT EACH FRONT ENTRY

BUILDING MATERIALS & HARDIE SIDING INFORMATION

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

NOTE: CHANGES TO BLDG. MATERIALS SHOWN IN RED TEXT





STRAIGHT EDGE PANEL

1/4 in.

Iron Gray

Thickness

48 in.

Length 15.25 in. Height

Exposure 7 in.

Pcs./Pallet 86

Sq./Pallet 2

43.0

Pcs./Sq.





HEATHERED MOSS



MOUNTAIN SAGE



NAVALUO BEIGE



SANDSTONE BEIGE



AUTUMN TAN



KHUKI EROVAN



CHESTNUT BROWN





TIMEER BARK



COUNTRYLANE RED



PE APL GRAY







AGED PEWITER A



NIGHT GRAY



PICH ESPRESSO





EVENING BLUE



IRON GRAY



DEEP OCEAN



REQUEST FOR BOARD ACTION Community Development

AGENDA SECTION: Second Reading – ZPS

Exterior Appearance Plan for Front and Rear Facade Modifications for

new access to 2nd FL. for existing Building in the B-2 District

36 E. Hinsdale Avenue - Case A-05-2018

MEETING DATE: March 20, 2018

From: Chan Yu, Village Planner

Recommended Motion

Approve an Ordinance approving Exterior Appearance Plans for front and rear building façade work - 36 E. Hinsdale Avenue.

Background

SUBJECT:

The Village of Hinsdale has received an Exterior Appearance Plan review application from Finn Daniels Architects, on behalf of the building owner, Ms. Jane Foster, requesting approval to modify the front and rear façade of an existing 2-story commercial building at 36 E. Hinsdale Avenue. The building is in the downtown historic district of the B-2 Central Business District.

The front modification plan to the 2-story commercial building will not affect the building dimensions. Per the applicant, the building height, setbacks, and floor area ratio will not change. The proposed plan includes a new front entry alcove on the building's east corner, leading to a stair to the vacant 2nd floor.

The alcove will use new brick and a granite base to match the existing building materials. A new black aluminum door and aluminum window storefront is also planned for the existing first floor entrance (former Verizon space).

The rear modification plan includes removing an existing blue colored overhead door on the southwest corner of the building, and infilling the space with brick to match the current brick. The blue awning and existing 3-foot wide rear door is to be replaced by a new 5-foot wide aluminum door entry and blank black awning. A new brick clad elevator tower is proposed on the roof that will not be taller than the existing height of the building. The rear entry leads to a common lobby, with access to an elevator and stair leading to the vacant 2nd floor.

Discussion & Recommendation

On February 14, 2018, the Plan Commission unanimously recommended approval, 7-0 (2 absent), for the exterior appearance plan application, as submitted.

Village Board and/or Committee Action

At the March 6, 2018, Board of Trustees meeting, the Village Board had no issues with the application and moved the item forward for Second Reading.



Documents Attached

Ordinance

The following related materials were provided for the Board of Trustees of this item on March 6, 2018, and can be found on the Village website at: http://www.villageofhinsdale.org/document_center/VBOT%20packet%2003%2006%2018.pdf

Exterior Appearance Application Request and Exhibits
Zoning Map and Project Location
Street View of 36 E. Hinsdale Avenue
Birds Eye View of 36 E. Hinsdale Avenue
Draft Findings and Recommendations (February 14, 2018, PC Meeting)

VILLAGE OF HINSDALE

ORDINANCE	NO.	
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AN ORDINANCE APPROVING EXTERIOR APPEARANCE PLANS FOR FRONT AND REAR BUILDING FAÇADE WORK-36 E. HINSDALE AVE.

WHEREAS, Shaun Blomquist of Rebecca Olson Architect, LLC on behalf of owner Jane Foster (the "Applicant") has submitted an application (the "Application") seeking exterior appearance plan approval related to front and rear building façade work to the existing building at 36 E. Hinsdale Ave. (the "Subject Property"). The Subject Property is legally described in **Exhibit A** attached hereto and made a part hereof; and

WHEREAS, the Subject Property is located in the Village's B-2 Central Business Zoning District and is currently improved with a two-story commercial building. On the front facade, the Applicant seeks to replace the existing window frames with a new aluminum higher efficiency storefront system and to replace the double door with a single door. The Applicant also seeks to create a new front entry alcove leading to the second floor for a potential future tenant. On the rear façade, the Applicant seeks to remove the existing blue overhead door (including track assembly) and to infill the opening with matching brick. The Applicant also seeks to remove the existing blue rear door and to replace it with a new aluminum entry door with side-window. The rear facade plan also includes replacing the existing blue awning sign with a blank black awning sign, replacing existing electrical service conduit and painting the conduit to match the existing brick color. The Applicant also seeks to add a new brick clad elevator tower to the roof of the building. Additionally, the Applicant wishes to replace the existing louver with a new larger louver. Plans relate to the exterior of the building, not to the site. The proposed work is depicted in the Exterior Appearance Plans attached hereto as Exhibit B and made a part hereof; and

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

WHEREAS, on February 14, 2018, the Plan Commission of the Village of Hinsdale reviewed the Application at a public meeting pursuant to notice given in accordance with the Zoning Code; and

WHEREAS, the Plan Commission, after considering all of the testimony and evidence presented at the public meeting, recommended approval of the proposed Exterior Appearance Plans on a vote of seven (7) ayes, zero (0) nays, and two (2) absent, as set forth in the Plan Commission's Findings and Recommendation in this case ("Findings and Recommendation"), a copy of which is attached hereto as **Exhibit C** and made a part hereof. The Plan Commission has filed its report of Findings and Recommendation regarding the approval sought in the Application with the President and Board of Trustees; and

- WHEREAS, the President and Board of Trustees have duly considered the Findings and Recommendation of the Plan Commission, and all of the materials, facts and circumstances affecting the Application, and find that the Application satisfies the standards established in subsection 11-606E of the Zoning Code governing exterior appearance review, subject to the conditions stated in this Ordinance.
- **NOW**, **THEREFORE**, **BE IT ORDAINED** by the President and Board of Trustees of the Village of Hinsdale, DuPage and Cook Counties and State of Illinois, as follows:
- **SECTION 1:** Recitals. The foregoing recitals are incorporated into this Ordinance by this reference as findings of the President and Board of Trustees.
- **SECTION 2:** Approval of Exterior Appearance Plans. The Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and Section 11-606 of the Hinsdale Zoning Code, approves the Exterior Appearance Plan attached to, and by this reference, incorporated into this Ordinance as **Exhibit B** (the "Approved Plans"), subject to the conditions set forth in Section 3 of this Ordinance.
- **SECTION 3:** Conditions on Approvals. The approvals granted in Section 2 of this Ordinance are expressly subject to all of the following conditions:
 - A. <u>Compliance with Plans</u>. All work on the exterior of the Subject Property shall be undertaken only in strict compliance with the Approved Plans attached as **Exhibit B**.
 - B. <u>Compliance with Codes, Ordinances, and Regulations.</u> Except as specifically set forth in this Ordinance, the provisions of the Hinsdale Municipal Code and the Hinsdale Zoning Code shall apply and govern all development on, and improvement of, the Subject Property. All such development and improvement shall comply with all Village codes, ordinances, and regulations at all times.
 - C. <u>Building Permits</u>. The Applicant shall submit all required building permit applications and other materials in a timely manner to the appropriate parties, which materials shall be prepared in compliance with all applicable Village codes and ordinances.
- **SECTION 4:** Violation of Condition or Code. Any violation of any term or condition stated in this Ordinance, or of any applicable code, ordinance, or regulation of the Village, shall be grounds for rescission by the Board of Trustees of the approvals set forth in this Ordinance.
- **SECTION 5**: Severability and Repeal of Inconsistent Ordinances. Each section, paragraph, clause and provision of this Ordinance is separable, and if any section, paragraph, clause or provision of this Ordinance shall be held unconstitutional or invalid for any reason, the unconstitutionality or invalidity of such section, paragraph, clause or

391998_1 2

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

SECTION 6: Effective Date. This Ordinance shall be in full force and effect from

and after its passage, approval, and publication in the manner provided by law. ADOPTED this _____ day of _____ , 2018, pursuant to a roll call vote as follows: NAYS: _____ ABSENT: _____ APPROVED by me this _____ day of _____, 2018, and attested to by the Village Clerk this same day. Thomas K. Cauley, Jr., Village President ATTEST: Christine M. Bruton, Village Clerk ACKNOWLEDGEMENT AND AGREEMENT BY THE APPLICANT TO THE CONDITIONS OF THIS ORDINANCE: By: ____ Date: _____, 2018

EXHIBIT A

LEGAL DESCRIPTION OF THE SUBJECT PROPERTY

Lot 1 (except the East 49.35 feet thereof), all of Lot 2 and the East .75 feet of Lot 3 in Lake's Subdivision of Lots 1, 3 and 4 in Block 2 of the Original Town of Hinsdale, in the East 1/2 of the Northwest 1/4 of Section 12, Township 38 North, Range 11, East of the Third Principal Meridian, according to the plat thereof recorded November 4, 1871, as Document 14562, in Du Page County, Illinois.

P.I.N. 09-12-129-005

COMMONLY KNOWN AS: 36 E. HINSDALE AVENUE, HINSDALE, IL 60521

EXHIBIT B

APPROVED EXTERIOR APPEARANCE PLANS (ATTACHED)



Existing Exterior - Front



Front Elevation - View 1

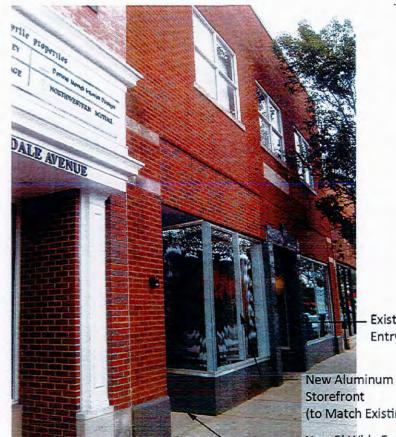
01.24.2018

Proposed Exterior Renovations to 36 E. Hinsdale Avenue Hinsdale, IL 60521 Rebecca Olson

Rebecca Olson Architect, LLC 2145 Ford Parkway, Suite 301 Saint Paul, Minnesota 55116 651 888 6885



Existing



Proposed

Existing 7' Wide **Entry Alcove**

Storefront (to Match Existing)

New 5' Wide Entry Alcove & Storefront Entry (to Match Existing)

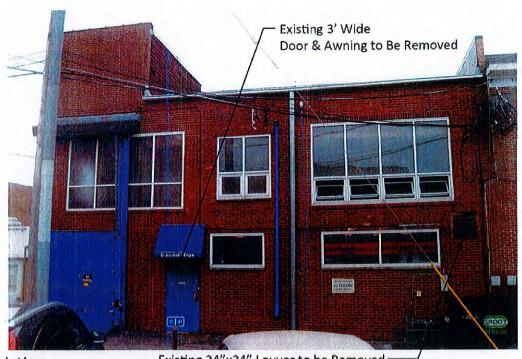
01.24.2018

Front Elevation - View 2

Proposed Exterior Renovations to 36 E. Hinsdale Avenue Hinsdale, IL 60521

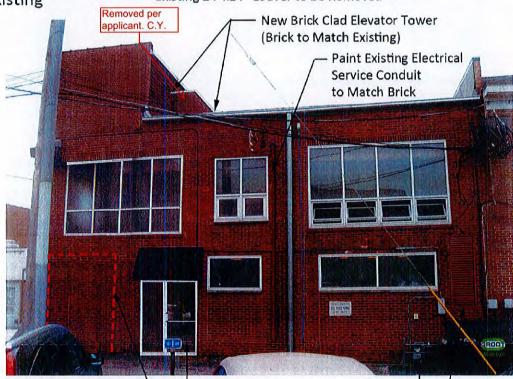
Rebecca Olson

Rebecca Olson Architect, LLC 2145 Ford Parkway, Suite 301 Saint Paul, Minnesota 55116 651.888.6885



Existing

Existing 24"x24" Louver to be Removed-



Proposed

Remove Overhead Door & Track, Infill with Brick (to Match Existing)

Rear Elevation

New 5' Wide

Aluminum Storefront

Entry & Awning

New Gas Meter-

New 24"x72" -

Aluminum Louver (Paint to Match Brick)

01.24.2018

Proposed Exterior Renovations to 36 E. Hinsdale Avenue Hinsdale, IL 60521

Rebecca Olson

Rebecca Olson Architect, LLC 2145 Ford Parkway, Suite 301 Saint Paul, Minnesota 55116 651.888.6885

EXHIBIT C

FINDINGS AND RECOMMENDATION (ATTACHED)

HINSDALE PLAN COMMISSION

RE: Case A-05-2018 - Applicant: Shaun Blomquist (Rebecca Olson Architect, LLC) - 36 E. Hinsdale Avenue

Request: Exterior Appearance Review for front and rear building façade work in the B-2 Central Business District

DATE OF PLAN COMMISSION (PC) REVIEW:

February 14, 2018

DATE OF BOARD OF TRUSTEES 1ST READING:

March 6, 2018

FINDINGS AND RECOMMENDATION

I. FINDINGS

- 1. The PC heard testimony from the applicant's architect, Mr. Shaun Blomquist, on behalf of the building (36 E. Hinsdale Ave.) owner Ms. Jane Foster. He reviewed the front façade (facing Hinsdale Ave.) plan to replace: the existing window frames with a new aluminum, higher efficiency storefront system, current double door to single door, and creating a new entry alcove leading up to the 2nd floor for a future potential tenant. The applicant stated it will use new brick to match the existing brick and will use the salvaged existing granite base, or use matching new granite for the new entry alcove.
- A Plan Commissioner asked if they will be replacing the 2nd floor windows. The applicant responded they will not replace the 2nd floor windows.
- 3. The applicant reviewed the rear façade plans to: remove the existing blue overhead door (including the track assembly) and infilling the opening with brick to match the existing brick, remove the existing blue door and replacing it with a new aluminum entry door with side-window, and replacing the existing blue awning sign with a blank black awning. The rear façade plan also includes replacing the existing electrical service conduit and painting it to match the existing brick color.
- 4. The rear façade existing 24"x24" louver will be replaced with a new 24"x40" louver, versus what is shown on the exhibit 24"x72". Mr. Blomquist explained to the PC that the initial design was for a worst case scenario. It will be painted to match the building.
- The applicant explained that the new brick clad elevator tower, as shown on the exhibit, will not be taller than the original roof, so it will not be visible.
- A Plan Commissioner asked if there are plans to add additional (exterior) lighting to the building. The applicant responded no.
- 7. A Plan Commissioner asked if the base will be all granite. The applicant stated yes, they will remove approximately 5 feet of granite and salvage/reuse approximately 3 feet of it.
- 8. A Plan Commissioner asked what (future tenant) is being proposed for the 2nd floor. The applicant replied that he does not know, and that the application is for improvements for a general vacant space.
- A Plan Commissioner asked if they have any plans for screening the dumpster in the rear alley. The applicant stated he
 was not entirely sure.

II. RECOMMENDATIONS

Following a motion to recommend approval of the proposed exterior appearance plan as submitted, the Village of Hinsdale Plan Commission, on a vote of seven (7) "Ayes," and two (2) "Absent," recommends that the President and Board of Trustees approve the application as submitted.



AGENDA ITEM#8

REQUEST FOR BOARD ACTION Community Development

AGENDA SECTION: Second Reading – ZPS

Major Adjustment Application to Approved Planned Development for

SUBJECT: Site Plan changes for Salt Creek Club at 830 N. Madison Street

Open Space District - Case A-10-2018

MEETING DATE: March 20, 2018

FROM: Chan Yu, Village Planner

Recommended Motion

Refer the request to the Plan Commission for further hearing and review for a Third Major Adjustment to a Site Plan and Exterior Appearance Plan for Site Plan Changes to the Property located at 830 N. Madison Street – Salt Creek Club.

Background

In 2017, staff performed a final inspection of the renovation at the Salt Creek Club at 830 N. Madison Street, and found it was not consistent with the major adjustment site plan approved on January 19, 2016. To this end, the applicant is requesting for a major adjustment to reflect the removal, relocation, and additions to the subject property, as summarized:

- 1. Eliminated proposed generator and associated arborvitae (east elevation).
- 2. Eliminated sand volleyball court and concrete basketball court (north elevation).
- 3. Reduced number of aborvitae from 21 to 11 (north elevation).
- 4. Failed to pave the garbage dumpster area at northeast corner of site (still in gravel).
- 5. Relocated paver patio with canopy (west elevation).
- 6. Added additional parking space between tennis pavilion and paddle court 1 and one additional parking space near access road to pavilion (the aforementioned "additional" parking spaces are relocated from other areas, there is no net increase or decrease in parking (108 spaces)).
- 7. Widened asphalt driveway (east elevation).
- 8. Added new storage shed (12' W x 20' L) for pool supplies (west elevation).
- 9. Used permeable pavers in-lieu of asphalt for parking lot (north elevation).
- 10. Installed 6' cedar fence screening along the east side of parking lot.

On August 15, 2006, the Village Board approved a planned development, and concurrent special use permit, exterior appearance and site plan for the Salt Creek Club at 830 N. Madison Street (Attachment 2). On March 17, 2015, the Village Board approved a major adjustment for the Salt Creek Club to partially demolish and construct a new clubhouse (Ordinance O2015-10). On January 19, 2016, the Village Board approved a major adjustment to the clubhouse for the removal of: existing stone and set of windows, and the addition of: HVAC vents, a sliding patio door system, and the inclusion of a back-up generator.

Discussion & Recommendation

N/A



Village Board and/or Committee Action

At the March 6, 2018, Board of Trustees meeting, the Village Board stated that due to the number of changes to the site plan, it was not in substantial conformity with the approved plan and forwarded the item for Second Reading for referral to the Plan Commission.

Documents Attached

The following related materials were provided for the Board of Trustees of this item on March 6, 2018, and can be found on the Village website at:

http://www.villageofhinsdale.org/document_center/VBOT%20packet%2003%2006%2018.pdf

Major Adjustment Application and Exhibits (Dated January 29, 2018)
Approved Planned Development Ordinance O2006-61 (Dated August 15, 2006)
Zoning Map and Project Location
Aerial View of 830 N. Madison Street
Approved Ordinances O2015-10 (March 17, 2015) and O2016-07 (January 19, 2016)





DATE: March 13, 2018

TO: President Tom Cauley & Village Board of Trustees

CC: Village Manager Kathleen A. Gargano

FROM: Christine Bruton, Village Clerk

RE: Discussion Items – Liquor License requests

Harry & Eddie's

The Village has received a liquor license application from Hinsdale Social, LLC d/b/a Harry & Eddie's for a Class B2 Restaurant license serving Liquor, Beer and Wine. The restaurant will be located at 29 East First Street, the former site of Cine Hinsdale.

The application is complete pending State liquor license; the applicant has successfully passed the fingerprinting and background check. Approval of this request would require no formal action by the Board, as this restaurant would fill the unused B2 license designation created by the closing of Cine. The Village currently issues 12 Class B Restaurant licenses.

Walgreens

Walgreens currently holds an A1 Packaged Sales license which permits the sale of beer and wine. They have requested an upgrade to an A2 Packaged Sales license for the sale of beer, wine and liquor. They have held a liquor license in Hinsdale since 2010 without any incident. Should the Board approve the request, staff will bring forward an ordinance to adjust the number of A2 licenses from one to two, the existing license being Whole Foods, and reduce the number of A1 licenses by one.

Representatives from both businesses will be present at the Village Board meeting of March 20th to answer any questions the Board may have.

9c



MEMORANDUM

DATE:

March 20, 2018

TO:

President Cauley and Members of the Village Board

FROM:

Bradley Bloom, Assistant Village Manager/Director of Public Safety

RE:

Discussion Item-Request for Early Construction Start Hours-Middle School

The attached letter was received from Bill Truty of Bulley and Andrews requesting permission to continue to allow the Hinsdale Middle School construction to start at 7:00 a.m.

As background, the Village Code section 9-12-2 prohibits construction starting before 8:00 a.m.

On August 3, 2017, the Village Board approved Bulley and Andrews request for a 7:00 a.m. for a trial period of 60 days. On October 17, 2017, the Village Board approved extending that trial period an additional 60 days expiring on December 17, 2017. On January 9, 2018 the Village Board extended the early start an additional 90 days expiring April 10, 2018.

Bulley and Andrews is now requesting that the 7:00 a.m. start time continue through the end of the project with a projected completion time of mid-November 2018 and demolition of the current building occurring in mid-February 2019.

The requested construction hours would be 7:00 a.m. to 3:30 p.m. Monday thru Friday and Saturday work would start at 8:00 a.m.

Bulley and Andrews has regularly met with residents and businesses surrounding the construction site and the Village is not aware of any noise or site management related complaints.

The Village Code section 9-12-2, paragraph (E):

Waiver: The limitations stated in subsections A and B of this section may be waived by the village manager in areas of the village zoned for nonresidential uses pursuant to the Hinsdale zoning ordinance1; provided, however, that no such waiver shall be granted unless the village manager finds that:

- 1. The party seeking the waiver will suffer a unique or unusual hardship unless the waiver is granted; and
- 2. The granting of a waiver will not cause a substantial or undue adverse impact upon adjacent property or upon the public health, safety and welfare.

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



Although this request falls within the Village Managers authority, the construction site does abut a residential area and noise related issues may become more problematic as we enter the summer months and residents open their windows. Moreover, the purpose of the early start as cited by the contractor was to prevent conflicts with start of the school day and the arrival of students. Once school is out for the summer this conflict will no longer exist.

Staff is also concerned that if the contractor's request granted extending the early start through the completion of the project and problems or complaints arise the Village will have little recourse to address those issues.

Therefore, staff recommends extending the previously approved hours and days for an early start for an additional 90 days or until July 10, 2018.

See attached letter from Bulley and Andrews



3/5/2018

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

Dear Ms. Gargano:

Per our request from August 2017 and requested extensions in October 2017 and December 2017, the Village of Hinsdale approved our construction project start time for 7:00 AM on the condition that it would be valid for 60 days. After the 60 days, Bulley & Andrews would reapply for the start time variance.

During the past 60 days of construction with a 7:00 AM start time, there has been no issues, comments, or concerns from the neighboring residents.

Bulley & Andrews would like to request the start time be permanent for the remainder of the project. The projected completion date for the new Hinsdale Middle School is mid-November 2018. The demolition of the existing Hinsdale Middle School is scheduled for mid-February 2019. The jobsite hours would be on Monday through Friday 7:00 AM to 3:30 PM. Saturday work would remain at an 8:00 AM start per Village of Hinsdale ordinances and end at 4:00 PM.

Regards,

Bill Truty

Senior Project Manager Bulley & Andrews, LLC

cc: Bradley Bloom, Village of Hinsdale

Kerry Leonard, Community Consolidated School District 181

Peter Kuhn, Bulley & Andrews, LLC

John Doherty, Doherty & Associates



DATE: March 13, 2018

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 February 2018

In summary, the Fire Department activities for February 2018 included responding to a total of **205** emergency incidents. There were **49** fire-related incidents, **104** emergency medical-related incidents, and **52** emergency / service-related incidents.

This month, the average response time from receiving a call to Department crews responding, averaged 1 minute and 22 seconds. Response time from receiving a call to Department crews arriving on the scene was 4 minutes and 50 seconds.

In the month of February, there was no dollar loss due to fires. Members assisted Clarendon Hills and Western Springs on various calls.

FF/PM Majewski installed new exterior LED lighting for north side of apparatus bays.

In the month of January, Chief Giannelli covered short shifts due to one member being off on sick time. The total hours covered were 9, thereby saving the Village an estimated \$495.00 in overtime.

On February 5-7, the BOFPC, AC Elroy, and Chief Giannelli conducted promotional interviews for the position of Lieutenant and Captain.

On February 13 and 14, Chief Giannelli attended a DU-COMM dispatch meeting for the DuPage Fire Chief's and a joint meeting with Police Chiefs. On February 14, Chief Giannelli attended the MABAS Division 10 Chief's meeting.

On February 22, Chief Giannelli toured the Cook County Homeland Security resource center. The tour included the Emergency Operations Center and assets that the Village uses in an emergency.





On February 23, Chief Giannelli attended IDOT tollway meeting to discuss the tollway expansion and emergency access points during construction.

On February 28, Chief Giannelli, AC McElroy, and Lt. Andy Ziemer attended the IRMA class on Behavioral Health problems in public safety.

Members evaluated three different Cardiac Compression devices. The old ones are scheduled to be replaced in the FY18/19 capital budget in May.

Members completed the written exam which is the last step in the promotional testing process. The final list will be posted March 18.

Capt. Carlson and Lt. Ziemer met with Hinsdale Hospital Staff on Joint Commission concerns regarding Medical Gas Alarms.

On February 8, FF/PMs McCarthy and Baker assisted Public Services with snow plowing.

Lt. Neville taught several CPR classes for members of the Hinsdale Police Department.





Emergency Response

In **February**, the Hinsdale Fire Department responded to a total of **205** requests for assistance for a total of **426** responses this calendar year. There were **35** simultaneous responses and **seven** train delays this month. The responses are divided into three basic categories as follows:

Type of Response	February 2018	% of Total	Three Year February Average 2015-2016-2017
Fire: (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)	49	24%	51
Ambulance: (Includes ambulance requests, vehicle accidents and patient assists)	104	51%	87
Emergency: (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)	52	25%	47
Simultaneous: (Responses while another call is on- going. Number is included in total)	35	17%	25
Train Delay: (Number is included in total)	7	3%	2
Total:	205	100%	185

Year to Date Totals

Fire: 107 Ambulance: 220 Emergency: 99

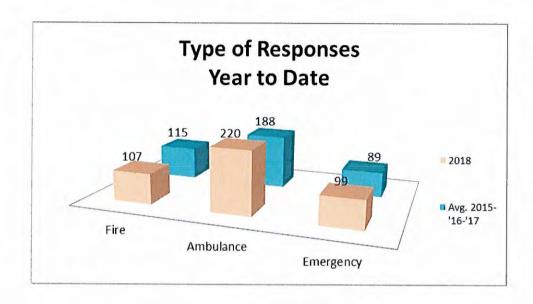
2018 2015-16-17

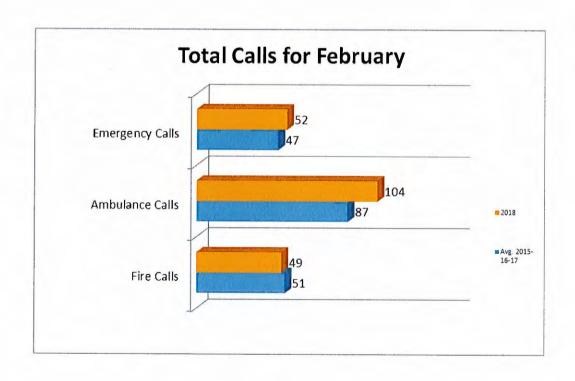
Total: 426 Average: 392





Emergency Response

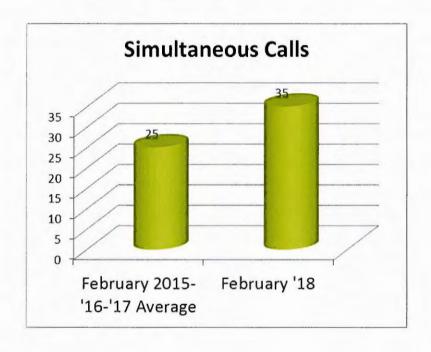


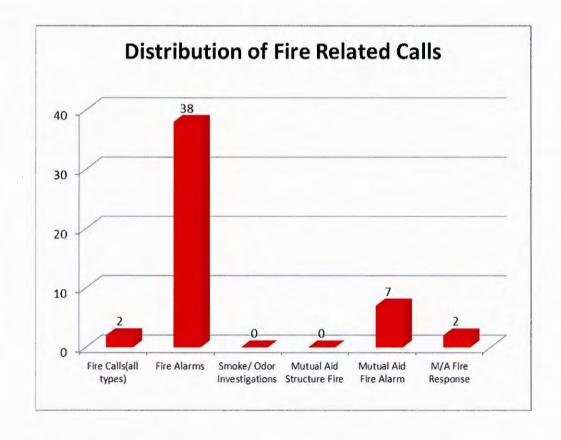






Emergency Response

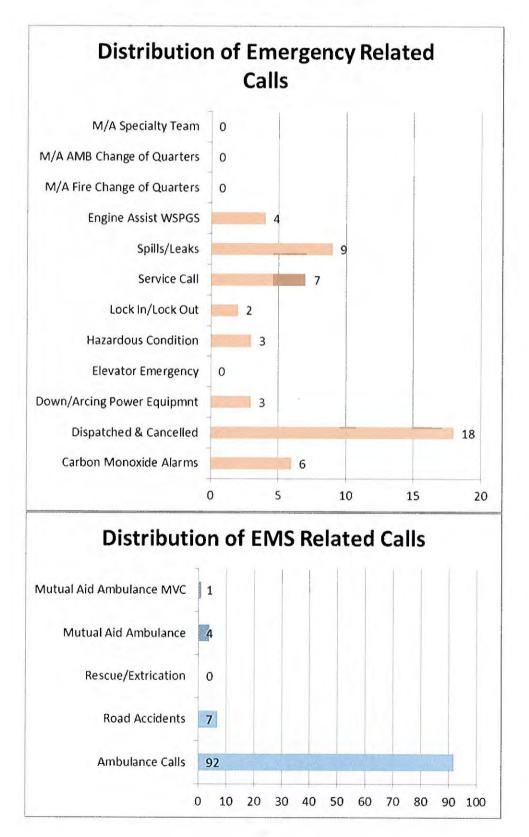








Emergency Response





0387

Hinsdale Fire Department – Monthly Report February 2018



Incidents of Interest

	incluents of interest
Call #	
0284	Hinsdale fire units as well as apparatus from Clarendon Hills, Pleasantview, and Western Springs responded to a fire in the parking garage at 908 N. Elm. Heat tape that was energized and covering the sprinkler piping in the garage was the material that was burning and sparking. The power had to be cut to the circuit that was energizing the heat tape before we could extinguish the fire with extinguishers.
0300	Members responded to the report of a gas leak on the fourth floor of the building at 149 Kennedy Lane. Gas was found throughout the fourth floor and also detected in the walls. The source of the gas was a furnace in a fourth floor unit that needed repair. The gas supply was shut off and Nicor was requested to the scene.
0316	Members responded to the patient that had lost consciousness. The patient became unstable, went pulseless, and was treated aggressively using ALS measures. During transport to Elmhurst Hospital, the patient's Internal Cardiac Defibrillator (ICD) went off shocking the patient to try to correct a fatal rhythm it had detected.
0320	Members responded for the activated fire alarm at the Hinsdale Hospital Plant Operations building. During our response, Hinsdale Hospital reported a fire in one of the saw machines at the building. Crews shut down power to the unit, extinguished the burning embers, and assisted Hinsdale Hospital with overhauling of the machine.
0323	Members responded for the dryer fire at 315 S. Washington. Companies investigated the burning electrical odor contained to the dryer. The electric and gas were shut off, and the dryer was brought downstairs and placed outside. The homeowner was very appreciative that we removed the dryer from the house.
0356	Members responded for the structure fire in Clarendon Hills at 16W611 W. 56 th Place. Engine 84 provided a water supply, performed vertical ventilation, overhaul, extinguishment, and fire investigation.

Members responded for the car fire on I-294. Upon arrival, E84 found a fully involved car fire that was quickly extinguished.





0395

Members responded for the activated fire alarm at 200 N. Prospect in Clarendon Hills. Upon arrival, companies found a fire on the 2nd floor. Engine 85 provided a water supply, performed hose advancement, overhaul, ventilation, and fire investigation.

0408

Hinsdale ambulances M84, M85 and Engine 84 responded to Manor Care, 600 W. Ogden, for the patient in full cardiac arrest. Members were able to resuscitate the patient and the patient was taken to Hinsdale Hospital with pulses and a blood pressure.





Training/Events

Besides daily training in EMS, Technical Rescue, Hazardous Materials, firefighting, and vehicle checks, members completed the following specialized training:

FF/PM Majewski attended a lock picking course at COD on February 22nd, 2018. This course will be of use when the Department is called for a house lock-out.

FF/PM Wilson attended a CISM (Critical Incident Stress Management) meeting.

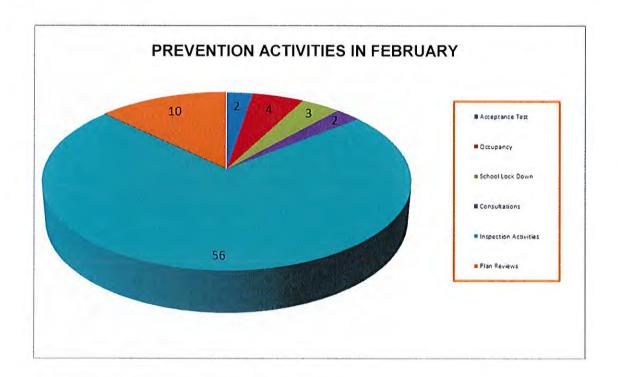
Capt. Votava conducted the first Emergency Management Committee Meeting to address updating the Village's Emergency Operations Plan and CEMP.





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 District 181 Safety and Crisis Plan Meeting on February 21, 2018, to review new key fob door locking arrangements and to answer questions after the Florida shooting.
- Attended the Rescue Task Force Seminar hosted by IRMA and taught by Winnetka Fire Chief and Law Enforcement.
- Witnessed the Rescue Task Force Drill with Western Springs Police and Fire Departments to test the new SOP. A second drill is scheduled for March 5.
- Attended First Responders Behavioral Health Lecture hosted by IRMA.
 This is part one of a three part series.





Inspection Activities

Hinsdale Fire Department Inspection Activities

February 2018 total of 77 Fire Inspection Activities

Inspections 52

Initial (26) Fire Alarm (21) Occupancy (4) Special (1)

Re-inspections 8

Acceptance Test 2

Sprinkler Systems (1) Alarm Systems (1)

Plan Reviews 10

General (7) Alarm (1) Sprinkler (2)

Consultations 2

General (1) Sprinkler System (1)

School Lock Down 3

Inspection Fees forwarded to the Finance Department in the month of February was \$ 5695.00

The total inspection fees forwarded to the finance department for the fiscal year 2017/18 to date is \$39,010.00





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 February, **46** Service Surveys were mailed; we received **12** responses with the following results (One returned survey had no feedback because the patient had passed out, thus it is not included in the tally of responses below.):

Were you satisfied with the response time of our personnel to your emergency?

Yes - 11 / 11

Was the quality of service received:

"Higher" than what I expected – 10 / 11
"About" what I expected – 1 / 11

"Somewhat lower" than I had expected 0 / 11

Miscellaneous Comments (direct quotes):

"I wish I knew their names. All 4 were spectacular, dispite the snow storm."

"They were awesome"

"The service was exceptional! Very professional, friendly, solved the problem right away. Couldn't ask for better." Thank you for offering this fine service. The men & women of this department are phenominal. If they had wings & halos they would fly."

"thank-you for excellent service!"

"Great team. Very helpful and courteous."

"Exemplary care from your team."



DATE: March 14, 2018

TO: President Cauley and Village Board of Trustees

Kathleen Gargano, Village Manager

FROM: Brendon Mendoza, Administrative Analyst

RE: Public Services Monthly Report – February 2018

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

 Public Services completed 15 call outs for snow and ice events during the month of February.

- Public Services managed the snow removal contract for the Central Business District, Platform Tennis, and Cul-De-Sacs during the 15 snow and ice events.
- Public Services identified and repaired 8 water main breaks.
- Public Services staff prepared bid documents and solicited pricing for the following Village contracts; custodial services, elm and ash tree treatments, and tree and stump removals.
- Staff reviewed and commented on 9 tree preservation plans submitted for building permits.

February Water Main Break Locations

<u>Date</u>	<u>Address</u>	Pipe Size/Type	Duration
2/4/18	24 W. Hinsdale	4" Cast Iron	10hrs
2/4/18	8 Spring Lake	8" Cast Iron	8hrs
2/4/18	809 W. 58 th	6" Cast Iron	6hrs
2/5/18	5901 S. County Line	8" Cast Iron	4hrs
2/5/18	Zimmerman Park	6" Cast Iron	6hrs
2/16/18	6 th and Elm	4" Cast Iron	6hrs
2/19/18	231 E. 6 th	4" Cast Iron	5hrs
2/25/18	422 S. Oak	8" Cast Iron	6hrs



Village of Hinsdale Department of Public Services Roadway Division Monthly Report – February 2018

Activity Measures

Standard Tasks	February 2018	Prev Mo	YTD 2018
Signs	8	12	20
Posts	1	4	5
Signs Repaired	3	8	11
Cold Mix (tons)	4.5	6.35	10.85
Hot Mix (tons)	0	0	0
Gravel for Alleys (tons)	0	0	0
White Paint (gallons)	0	0	0
Yellow Paint (gallons)	0	0	0
Basin top Cleaning (man- hours)	108	30	138
Alley Grading (man-hours)	12	0	12
Alley Trimming (man-hours)	0	0	0
Concrete (yards)	0	5	5
Snow & Ice Callouts	15	11	26
Road Salt Used (tons)	519.75	407.25	927
Sand Used (tons)	0	0	0
Salt & Calcium for walks, stairs, etc. (tons)	24	50	74
Leaves Swept Up (yards)	0	0	0
Central Business District Sweeps	0	0	0
Complete Village Sweeps	0	0	0
Parking Lot Sweeps	0	0	0
Street Light Poles Repaired	0	4	4
Request For Services Completed	86	90	176
Sump pump issues	54	54	108
Pool maintenance (Man hours)	0	0	0





Parkway Restorations	3	11	14
Parking meters	4	0	4
Special Events	0	20	20
Hauling to dump	0	2	2

Significant issues for this month:

- Public Services completed 15 plowing and ice callouts. A total of 519.75 tons of rock salt was used during these events. Over 20 inches of snow accumulated in February.
- Public Services filled potholes in miscellaneous problem and complaint areas and watermain breaks using 4.5 tons of coldpatch.
- Public Services used 108 man hours cleaning and opening clogged basin tops to prevent or relieve flooded areas.
- The Roadway Division completed 86 service requests in February.



Village of Hinsdale Department of Public Services Forestry Division Monthly Report – February 2018

Trees pruned by Village Staff:

- Small tree pruning (diameter 10 inches and less) 104 trees.
- Completed 0 resident tree work requests, pruning 0 trees.

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

• The area of the Village that is being pruned this cycle is encompassed by South County Line Road on the West, Columbia Avenue on the East, Highland Road on the North and 55th Street on the South. The second area is encompassed by Madison Street on the West, South County Line Road on the East, 55th Street on the North and 59th Street on the South. Village forestry staff estimates over 1,000 public trees will be pruned during this winter. As of February, 554 trees have been pruned.

Trees removed by Village Staff:

- 1 public tree was removed in February.
- 195 public trees were removed by staff this fiscal year.
- 9 public trees are currently scheduled for removal by staff.

Trees removed by contractor:

- Elm 0
- Ash 3
- Other 0
- 79 public trees were removed by our contractor this fiscal year.
- 3 public trees are currently scheduled for removal by our contractor.

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

- 0 public eab positive ash trees were detected in February; 48 eab positive ash trees were detected this fiscal year.
- 0 private eab positive ash trees were detected in February; 11 eab positive ash trees were detected this fiscal year.

Ash trees removed:

- 3 ash trees were removed this month (0 Village / 3 Contractor)
- 218 ash trees were removed this fiscal year (113 Village / 105 Contractor)
- 1403 ash trees have been removed since February 2011 (1150 EAB Positive)

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

• The ash treatment program for this year is complete



Elm diseased trees detected by Village Staff:

- 0 public ded positive elm trees were detected in February; 22 ded positive elm trees were detected this fiscal year (16 treated/6 untreated).
- 0 private ded positive elm trees were detected in February; 54 ded positive elm trees were detected this fiscal year.

Elm trees removed by Village Staff:

- 0 diseased trees
- 0 storm damaged trees

Elm trees that have had diseased limbs removed (amputations):

0 parkway trees

Elm trees that have been inoculated for prevention of Dutch elm disease:

• 0 American elms were treated in February. 402 American elms have been treated this year.

Tree stumps removed by Village Staff:

• 0 parkway stumps were routed, the mulch was removed and the parkway restored with top soil and grass seed.

Trees Planted:

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

Other:

- Staff prepared bid packages for Tree Removal and Elm and Ash Injections.
- Staff reviewed and commented on 9 tree preservation plans submitted for building permits.



Tree Preservation (Public Services)

Activity Measures

	February 2018	Previous Mo	YTD 2018
Tree Pruning Contractual	395	159	554
Tree Pruning In-House	0	13	13
Small Tree Pruning In-House	104	79	183
Tree Removal Contractual	3	2	5
Tree Removal In-House	1	20	21
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 5	In-House 5
Note: since Feb 2011, 589 public Ash trees have been removed	Contracted 3	Contracted 1	Contracted 4
Tree Preservation Plan Reviews	9	6	15

Significant issues for this month:

• The Forestry Division assisted in snow control for a significant amount of time during the month of February.



Village of Hinsdale Department of Public Services Parks Maintenance Division Monthly Report – February 2018

Activity Measures

February Total					
Job Task	Hours	Accomplished	Units		
Administration	25.5	25.5	Hour		
Clean Bathroom	38	26	Each Bathroom		
Refuse Removal	9	48	Each Can		
Fountain Maintenance	0	0	Hour		
Litter Removal	11	11	Hour		
Weed Removal	0	0	Hour		
Brush Pick Up	7.5	7.5	Hour		
Athletic Field Striping	0	0	Each Field		
Infield Maintenance	0	0	Each Field		
Athletic Goal/Net Maintenance	24	30	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	0	0	Hour		
Planting Bed Preparation	0	0	Each Bed		
Plant Installation/Removal	0	0	Hour		
Flowering Bulb Installation/Removal	7	7	Hour		
Tree and Shrub Maintenance	71.5	134	Each		
Fertilization	0	0	Hour		
Watering	0	0	Hour		
Pest and Weed Control (chemical)	0	0	Hour		
Irrigation Start Up (spring)	0	0	Each		
Irrigation Repair	0	0	Each		
Irrigation Winterization	0	0	Each		



Playground Maintenance/Repair	2	1	Hour
Playground Inspection	0	0	Each
Playground Mulch Installation	0	0	Cubic Yards
Holiday Decorating	0	0	Hour
Platform Tennis Repairs	12	8	Each
Special Events	0	0	Hour
Building Maintenance	19	19	Hour
Equipment/Vehicle Maintenance	41.5	9	Each
Training/Education	72	72	Hour
Skate Park Maintenance	0	0	Hour
Ice Rink Maintenance	54.5	54.5	Hour
Miscellaneous	45.5	45.5	Hour

Parks Maintenance Monthly Highlights – February 2018

• Contractual Maintenance

- Rain Garden Maintenance
 - Spring clean-up is scheduled for April of 2018.
- Tree Maintenance
 - The contract was awarded for Tree Pruning in Parks for winter 2018. Trees will be pruned at Pierce Park, the Memorial Building Grounds and Katherine Legge Memorial Park ("KLM"). Over 100 trees are scheduled to be pruned during this cycle.
- Summer Weekend Parks Bathroom and Garbage Maintenance
 - The contract was awarded for weekend and holiday garbage disposal for Village Parks and the Central Business District. The contract includes weekend maintenance for bathrooms within the parks.

• General Park Maintenance

- Bathroom Shelters (KLM)
 - The bathrooms were cleaned Monday through Friday.
 - The bathrooms remained open to accommodate winter activities.
 - New privacy partitions were installed in both the men's and women's bathrooms at KLM.

Athletics

- o Ice Rink
 - Burns Field's ice rink was dissembled due to warm weather and rain.

VILLAGE OF Linsdale Est. 1873

MEMORANDUM

• Other

- Parks Staff spent a majority of the month assisting with snow and flooding events.
- o Parks staff completed training on Pesticide Application.
- Parks staff provided a presentation at the meeting of the Hinsdale Garden Study Club.
- o A new donated decorative bench was installed at the Brush Hill Train Station.
- o A new tribute plaque was installed on a decorative bench in Eleanor's Park.



Village of Hinsdale Department of Public Services Buildings Maintenance Division Monthly Report – February 2018

Building Security and Fire Suppression

- Staff worked with Tyco to set up electronic fire alarm testing in all Village buildings for the month of March.
- Staff worked with a contractor to install fire strobes at the Public Services garage woman's shower area.
- Staff checked heat tapes at the Pool Locker Rooms for the sprinkler fire suppression system and drained condensated water out of the pipes.

HVAC

- Staff worked with Nicor Gas at the Police and Fire building to resolve the issue with the gas meter and regulator. This issue with low gas pressure has affected the way the heating boiler has been operating.
- Staff serviced the Hinsdale Youth Center by repairing a burned up wiring harness to second floor heating furnace.
- Obtained an additional proposal for the cooling unit replacement at the Water Plant Lab.
- Checked all facilities' heating units for proper operation.
- Worked on humidifiers at the Police and Fire building. Repairs to the Village Hall heating elements were required.
- Repaired outside air damper linkage at the Police and Fire building basement.
- Checked all ground water sump pumps for proper operation. It was identified that a lot of ground water was causing pumps to run constantly.
- Adjusted heat temperature in the Police Station men's locker room.
- Adjusted heat operations at the Brush Hill Train Station as that building utilizes radiant electric heat panels.

General Maintenance

- Completed the Village Hall door and frame in the lobby.
- Ordered and distributed janitorial supplies to Village buildings.
- Worked with Cummins N Power to service the emergency generator at the Police and Fire Station, including a load bank test. In March they will be back to service the other units within the Village.



- Cleaned the Brush Hill Station interior, double hung windows and exterior bulletin board the station.
- Worked with Suburban Lock to change locks and rekey doors at the Public Services garage, Water Plant and the Pool Concession stand.
- Loaded sidewalk salt bins at the Village Hall, Library and KLM Lodge.
- Worked on snow removal and cleanup of ice at various Village Buildings.
- Worked with Olsson Roofing to resolve an issue with the leaking water at the Fire Station Hose Tower Roof.
- Worked with Olsson Roofing to conduct repairs to the Public Services Garage North end roof edge, per Mac Brady.
- Worked on the Montessori School leak issue with the South brick chimney.
- Worked at KLM Annex to install the toilet paper dispensers in the bathrooms.
- Repaired the door lock at the KLM Lodge Kitchen South door.
- Replaced numerous lamps at the Police station with new LED four foot tubes.
- Replaced lamps with LED lights, and rebuilt several light fixtures at the Hinsdale Water Plant.
- Installed new towel dispensers at the Police Station.
- Cleaned up inside and outside areas at the KLM Montessori School and Humane Society building due to excess amounts of water from snow and rain runoff.

Administration

- Conducted a walkthrough of Custodial Services for Village buildings. Staff opened sealed bids for the new custodial contract for Village buildings. Staff reviewed bid proposals and selected a new contractor.
- Staff reviewed budget numbers.
- Staff managed various contracted services as needed.



Village of Hinsdale Department of Public Services Water Division Monthly Report – February 2018

Water Activity Measures

Standard Tasks	February 2018	Prev Mo	YTD 2018
Utility Locates (JULIE)	256	248	504
B-Box/Service Locates	287	281	568
Water Mains Located	65	109	174
Main Break Repairs	8	13	21
B-Box/Service Repairs	0	1	1
Hydrants Replaced/Repaired	7	2	9
Service Connections/Inspections	3	1	4
Valve Installations/Repairs	0	1	1
Valves Exercised	17	15	32
Valves Located	30	24	54
Leak Investigations	9	15	24
Hydrants Flushed	11	7	18
High Bill Investigations	3	6	9
Water Fountains Serviced/Replaced	0	0	0
Disconnect Inspections	3	3	6
Meter Repairs	4	6	10
Meter/Remote Installs	7	11	18
Meters Removed	3	6	9
Meter Readings	17	20	37

Significant issues for this month:

Water Main Break Repairs

February 2018	Prev Mo	YTD 2018
8	13	21





February Water Main Break Locations

<u>Address</u>	Pipe Size/Type	<u> Air Temp.</u>	<u>Duration</u>
24 W. Hinsdale	4" Cast Iron	20	10hrs
8 Spring Lake	8" Cast Iron	10	8hrs
809 W. 58th	6" Cast Iron	3	6hrs
5901 S. County Line	8" Cast Iron	10	4hrs
Zimmerman Park	6" Cast Iron	15	6hrs
6 th and Elm	4" Cast Iron	30	6hrs
231 E. 6 th	4" Cast Iron	34	5hrs
422 S. Oak	8" Cast Iron	45	6hrs
	24 W. Hinsdale 8 Spring Lake 809 W. 58 th 5901 S. County Line Zimmerman Park 6 th and Elm 231 E. 6 th	24 W. Hinsdale 8 Spring Lake 8 " Cast Iron 809 W. 58 th 6" Cast Iron 5901 S. County Line Zimmerman Park 6" Cast Iron 6" Cast Iron 4" Cast Iron 4" Cast Iron 4" Cast Iron 231 E. 6 th 4" Cast Iron	24 W. Hinsdale 4" Cast Iron 20 8 Spring Lake 8" Cast Iron 10 809 W. 58th 6" Cast Iron 3 5901 S. County Line 8" Cast Iron 10 Zimmerman Park 6" Cast Iron 15 6th and Elm 4" Cast Iron 30 231 E. 6th 4" Cast Iron 34



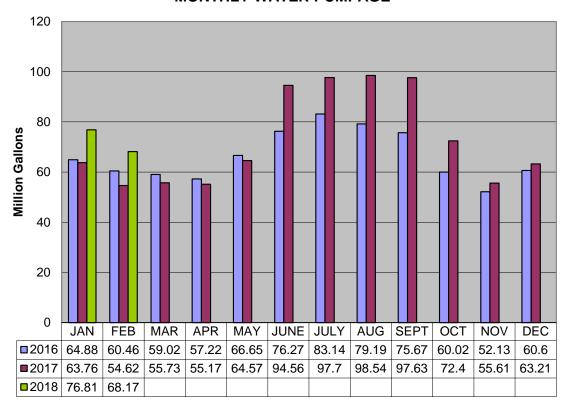
Village of Hinsdale Department of Public Services Sewer Division Monthly Report – February 2018

Sewer Activity Measures

Standard Tasks	February 2018	Prev Mo	YTD 2018
Catch Basins Replaced/Repaired	2	0	2
Inlet Replaced/Repaired	0	0	0
Manhole Replaced/Repaired	0	0	0
Catch Basins/Inlets Cleaned	6	1	7
Sewers Cleaned (feet) In-House	400	0	400
Sewers Cleaned (feet) Contractor	0	0	0
Sewers Televised (feet) Contractor	0	0	0
Sewers Replaced/Repaired (feet)	0	0	0
Sewer Mains Located	4	3	7
Back-up Investigations	4	3	7
Manholes Located	10	7	17
Cave-ins Checked	2	0	2
Sewer Inspections	0	0	0
IEPA sampling due to overflow event of	2	0	2
combined sewers (Veeck CSO)			



MONTHLY WATER PUMPAGE



February 2018

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





Standard Tasks	February 2018	Prev Mo
Bacteria Samples	25	24
Field Chlorine	21	21
Field Turbidities	21	21
Lab Chlorine	24	26
Lab Turbidities	24	26
Lab pH	24	26
Lab Fluoride	24	26
Precipitation Readings	0	0
Temperature Readings (air)	24	26
Temperature Readings (water)	28	31
DBP Samples	0	16
Pumps Serviced	11	11
Special Well Samples	0	0
UCMR 4	10	0