



MEETING AGENDA

**MEETING OF THE
VILLAGE BOARD OF TRUSTEES
Tuesday, April 2, 2019
7:30 P.M.
MEMORIAL HALL – MEMORIAL BUILDING
(Tentative and Subject to Change)**

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. APPROVAL OF MINUTES

- a) Regular meeting of March 19, 2019

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 FY 2019-20 Annual Performance Budget

Environment & Public Services (Chair Byrnes)

- b) Award the contract for construction of the 2019 Infrastructure Project to G & M Cement Construction in the amount not to exceed \$5,899,965.90
c) Award the contract for engineering services for construction observation of the 2019 Infrastructure Project to HR Green, Inc. in the amount not to exceed \$211,985

Zoning and Public Safety (Chair Stifflear)

- d) Approve an Ordinance approving a special use permit for the provision of Automobile Driving Instruction Services in the O-2 Limited Office Zoning District at 111 W. Chicago Avenue – Responsible Driver**

7. CONSENT AGENDA

*All items listed below have previously had a First Reading of the Board or are considered Routine*** and will be moved forward by one motion. There will be no separate discussion of these items unless*

a member of the Village Board or citizen so request, in which event the item will be removed from the Consent Agenda.

Administration & Community Affairs (Chair Hughes)

- a) Approval and payment of the accounts payable for the period of March 20, 2019 to April 2, 2019, in the aggregate amount of \$532,970.45 as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk***
- b) Approve the seventh term extension of the Recreational License Agreement with the Hinsdale Platform Tennis Association (HPTA) (*First Reading – March 19, 2019*)

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 as Non-Consent items and have not had the benefit of a First Reading due to emergency nature or time sensitivity, or when the item is a referral to another Board or Commission*****

Administration & Community Affairs (Chair Hughes)

- a) Approve a street closure on Chicago Avenue and Burlington Drive from Washington Street to Garfield Street on Sunday, June 23, 2019, Sunday, August 18, 2019, and Sunday, October 13, 2019, for a Fuelled coffee and classic car event (*First Reading – March 5, 2019*)

Zoning and Public Safety (Chair Stifflear)

- b) Refer the fourth major adjustment to a planned development request by the Hinsdale Meadows at southeast corner of 55th Street and County Line Road to the Plan Commission for further hearing and review**

9. DISCUSSION ITEMS

10. DEPARTMENT AND STAFF REPORTS

- a) Parks & Recreation
- b) Community Development
- c) Economic Development

11. REPORTS FROM ADVISORY BOARDS AND COMMISSIONS

12. OTHER BUSINESS

13. NEW BUSINESS

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

15. TRUSTEE COMMENTS

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

17. ADJOURNMENT

*The opportunity to speak to the Village Board pursuant to the Citizens' Petitions portions of a Village Board meeting agenda is provided for those who wish to comment on an agenda item or Village of Hinsdale issue. The Village Board appreciates hearing from our residents and your thoughts and

questions are valued. The Village Board strives to make the best decisions for the Village and public input is very helpful. Please use the podium as the proceedings are videotaped. Please announce your name and address before commenting.

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

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

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

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

Website <http://villageofhinsdale.org>

**VILLAGE OF HINSDALE
VILLAGE BOARD OF TRUSTEES
MINUTES OF THE MEETING
Tuesday, March 19, 2019**

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 5, 2019 at 7:48 p.m., roll call was taken.

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

Absent: None

Also Present: Village Manager Kathleen A. Gargano, Assistant Village Manager/Director of Public Safety Brad Bloom, Assistant Village Manager/Finance Director Darrell Langlois, Police Chief Brian King, Deputy Chief of Police Tom Lillie, Fire Chief John Giannelli, Director of Community Development/Building Commissioner Robb McGinnis, Village Planner Chan Yu, 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 March 5, 2019

There being no changes to the draft minutes, Trustee Elder moved to **approve the draft minutes of the regular meeting of March 5, 2019, as presented.** Trustee Hughes seconded the motion.

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

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

CITIZENS' PETITIONS

None.

VILLAGE PRESIDENT'S REPORT

No report.

FIRST READINGS – INTRODUCTION**

Administration & Community Affairs (Chair Hughes)

- a) **Approve the seventh term extension of the Recreational License Agreement with the Hinsdale Platform Tennis Association (HPTA)**

Trustee Hughes introduced the item and provided an update on the agreement with HPTA. He said they are close, there have been a number of iterations, and the latest draft was given to HPTA yesterday. Staff will meet with them to work through final details. It is plausible there will be two readings in April for the final document, but more likely in May. The Board agreed to move the item to the consent agenda of their next meeting.

CONSENT AGENDA

Administration & Community Affairs (Chair Hughes)

- a) Trustee Hughes moved **Approval and payment of the accounts payable for the period of March 6, 2019 to March 19, 2019, in the aggregate amount of \$820,014.74 as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk.** Trustee 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 Resolution of the Village of Hinsdale, DuPage and Cook Counties, Illinois, Approving and Authorizing the Opposition to the Declining Services of Metra and the Burlington Northern Santa Fe Train Line**

President Cauley introduced the item, which was a discussion at the last Board meeting. He read the resolution in its entirety.

Trustee Elder moved to **Approve a Resolution of the Village of Hinsdale, DuPage and Cook Counties, Illinois, Approving and Authorizing the Opposition to the Declining Services of Metra and the Burlington Northern Santa Fe Train Line.** Trustee Hughes seconded the motion.

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

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

President Cauley said sometimes the Board will pass this type of resolution and see no action on the matter, but he has spoken to Mr. Kirk Dillard, Chairman of the Board of the Regional Transportation Authority (RTA), and Village Manager Kathleen Gargano is in contact with BNSF.

Environment & Public Services (Chair Byrnes)

- b) **Approve an additional fee request from Wight and Company for the re-design of certain elements of the parking deck and assistance provided in the preliminary approval process with School District 181 for a cost not to exceed \$67,033 (*First Reading – March 5, 2019*)**

Trustee Byrnes introduced the item which a request for additional monies for Wight and Company to do re-design work on the parking deck, and their assistance in the mediation process with School District 181.

Trustee Byrnes moved to **Approve an additional fee request from Wight and Company for the re-design of certain elements of the parking deck and assistance provided in the preliminary approval process with School District 181 for a cost not to exceed \$67,033.** Trustee Posthuma seconded the motion.

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

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

Zoning and Public Safety (Chair Stifflear)

- c) **Approve a Resolution Adopting Written Design Standards for Small Wireless Facilities (*First Reading – March 5, 2019*)**

Trustee Stifflear introduced the item to safeguard the Village aesthetically when the 5G network is introduced. The majority of new equipment will be installed on telephone and light poles. The State mandates the Village must permit this in public right-of-way. He added that Village Planner Chan Yu, consultant for the Village Mr. Mike Dinofrio, and Village Attorney Michael Marrs did good job preparing the document, but he anticipates there will be changes over time. Mr. Yu explained historic districts are somewhat protected by additional design standards through the Historic Preservation Commission.

Trustee Stifflear moved to **Approve a Resolution Adopting Written Design Standards for Small Wireless Facilities.** Trustee Elder seconded the motion.

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

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

d) Approve a Referral to Plan Commission for Review and Consideration of an Ordinance Amending Section 11-603 (Planned Developments), and to Section 11-604 (Site Plan Review) of the Hinsdale Zoning Code Relative to Adjustments to Planned Developments and Site Plans

Trustee Stifflear introduced the item explaining in the past 12-18 months a number of major and minor adjustments have come to the Board for changes in planned developments for such things as windows and patios. The way our code is written, it details minor adjustments, not major adjustments. Director of Community Development Robb McGinnis and Village Attorney Michael Marrs believe the solution is to define a major adjustment to include anything that increases density, height, footprint, or modifies the proportion of housing types, reduces parking, creates greater demand or burden on Village services, alters roads, or increases storm water. Also, any adjustment that staff can approve administratively would need to be signed by the Chair of the Zoning and Public Safety Committee, or the Chair of the Plan Commission. Any of these adjustments could be referred to the Board, but generally, this would stop small requests from coming to the Village Board.

The Board discussed some of the language of the proposed changes, and offered suggestions to reduce ambiguity or subjectivity. To this end, Trustee Stifflear doesn't want changes made and people coming to the Board after the fact. If that would happen, the change would automatically be a major adjustment. Trustee Byrnes recommended adding lighting to the regulations.

The Board elected not to refer this matter to the Plan Commission yet, but directed it be brought back to the Board for a second reading including recommendations from this discussion.

DISCUSSION ITEMS

a) Annual Integrated Pest Management (IPM) report

Mr. John Finnell, Superintendent of Parks & IPM coordinator, addressed the Board. With the aid of a PowerPoint presentation, Mr. Finnell highlighted the details of the report that was first adopted in 1995, and is required annually. He stated the Village manages insects, disease and weeds utilizing best management practices first, and chemicals only as a last resort. He described the IPM process as primarily prevention, and outlined strategies for turf maintenance, prairie maintenance, tree preservation, sustainable landscape, and mosquito abatement. He briefly described recommendation for 2019, and added these measures are included in more detail in the IPM report.

Trustee Byrnes asked about the inoculation of ash trees. Mr. Finnell said it has been a successful program, and has helped to preserve an important tree canopy in the Village. He said Hinsdale is holding steady and losing only 6% of the ash population annually. President Cauley asked about the budget adequacy for tree inoculations, to which Mr. Finnell replied that Hinsdale has done a tremendous job to date, and he has records going back to the 1950's that show the commitment to tree preservation. With respect to tree replacement, his staff is planting more trees, but wants to make sure they live, and are high quality trees when planted. If this number was increased, post installation maintenance would be difficult.

b) Consideration of a new Parks & Recreation policy regarding the naming of parks and park amenities

Trustee Hughes began discussion stating the policy to name park assets has been worked on for some time. The desire is a clear policy, and there are still a few things to look at. Regarding the petition requirement, a number lower than 1,000 signatures will be considered. Generally, he asked if Trustees had any comments, questions or direction. He would like to move quickly, as the HPTA will have a request for the new paddle hut fairly soon. The policy distinguishes between parks, buildings, facilities, and amenities, and different types of names, person, historic names, sponsorships, major donations. Trustee Hughes explained that any request to name an asset would come to the Board, and there are criteria for naming. In the case of a post mortem naming request, the policy requires a seven year waiting period. Mr. Bloom explained this document will go back to the Parks & Recreation Commission for rewriting, and then come back to the Board. Trustee Hughes suggested a higher standard for the renaming of a park, but Mr. Bloom pointed out the policy, as written, states no renaming allowed, except in the case of post facto disrepute.

c) Approve a Referral of the Ordinance amending various sections of the Hinsdale Zoning Code and Village Code relative to sign controls to the Plan Commission for further hearing and review

President Cauley began discussion referencing the Supreme Court decision that a sign cannot be disapproved based on content, or the type of content. Additionally, he heard the Historic Preservation Commission (HPC) is reviewing signage. Village Planner Chan Yu explained that the HPC is only talking about illuminated signage in the Central Business District (CBD); that discussion is not related to this request. He went on to explain that signs are approved based on four criteria; function, structure, number of signs and square footage. However, our current code has regulations on content throughout. He also pointed out how difficult the code is to read for sign manufacturers. The draft before the Board has removed all the content references, and includes some additional minor changes, including allowing the use of sandwich boards in the CBD. President Cauley believes the change should include regulations regarding illumination, and asked for a summary of changes for Board review. The Board agreed to move this item forward for a first reading at their next meeting, including recommendations from this discussion.

DEPARTMENT AND STAFF REPORTS

- a. Treasurer's**
- b. Fire**
- c. Engineering**
- d. Police**
- e. 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 Manager Gargano reported the Tollway Authority continues to meet with residents. Village Engineer Dan Deeter and Assistant Village Manager/Director of Public Safety Brad Bloom

attended a meeting with Columbia Road residents regarding easements; residents are not comfortable.

Sterigenics remains closed; there will likely be no legal activity again until April.

REPORTS FROM ADVISORY BOARDS AND COMMISSIONS

No reports.

OTHER BUSINESS

None.

NEW BUSINESS

None.

CITIZENS' PETITIONS (Pertaining to any Village issue)*

None.

TRUSTEE COMMENTS

None.

ADJOURNMENT

There being no further business before the Board, President Cauley asked for a motion to adjourn. Trustee Hughes moved to **adjourn the regularly scheduled meeting of the Hinsdale Village Board of Trustees of March 19, 2019.** Trustee Elder seconded the motion.

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

NAYS: None

ABSTAIN: None

ABSENT: None


Motion carried.

Meeting adjourned at 8:39 p.m.

ATTEST: _____
Christine M. Bruton, Village Clerk



REQUEST FOR BOARD ACTION
Finance

AGENDA SECTION: First Reading – ACA
SUBJECT: FY 2019-20 Annual Performance Budget
MEETING DATE: April 2, 2019
FROM: Darrell Langlois, Assistant Village Manager/Finance Director 

Recommended Motion

Move to Approve the FY 2019-20 Annual Performance Budget

Background

On March 8, 2019, the draft FY 2019-20 Annual Performance Budget was distributed to the Village Board and Finance Commission and was posted on the Village's Website. On March 19, 2019 the draft document was reviewed in detail at a joint Committee-of-the-Whole and Finance Commission meeting.

Discussion & Recommendation

There were no changes to the Budget document based on the joint meeting on March 19, 2019. Thus, staff recommends approval of the document as originally presented.

Budget Impact

The FY 2019-20 Annual Performance Budget will be financial plan that the Village operates under for FY 2019-20. The FY 2018-19 Annual Performance Budget will also form the basis for the Appropriations Ordinance, which must be adopted during in the first quarter of the fiscal year, that establishes the legal spending authority of the Village.

Village Board and/or Committee Action

Due to a favorable review at the joint meeting, this item is being placed on the agenda for a first reading in order to start the formal Village Board approval process.

Documents Attached

1. None-the FY 2019-20 Annual Performance Budget was previously distributed on March 8, 2019.

Public Services & Engineering

AGENDA SECTION: First Read – EPS
SUBJECT: 2019 Infrastructure Project Construction Contract
MEETING DATE: April 2, 2019
FROM: Dan Deeter, PE Village Engineer

Recommended Motion

Award the contract for construction of the 2019 Infrastructure Project to G & M Cement Construction (Addison, IL) in the amount not to exceed \$ 5,899,965.90.

Background

Per IDOT rules for projects receiving Motor Fuel Tax (MFT) funding, the 2019 Infrastructure Project was advertised in the IDOT bulletin on 03/07/19 and 03/14/19. Bids were opened on March 18, 2018. The bids received were reviewed by the Village's consulting engineer. The bids, as read, are summarized below:

	<u>Bid</u>
• Engineer's Estimate	\$ 6,765,575.00
• G & M Cement Const.	\$ 5,899,965.90
• A Lamp Concrete Contractors	\$ 6,088,436.44
• John Neri Construction	\$ 6,244,766.11
• Schroeder Asphalt Services	\$ 6,751,415.72
• Landmark Contractors	\$ 6,822,044.92
• R.W. Dunteman	\$ 6,878,211.57
• Martam Construction	\$ 7,493,712.74

The bids are based upon estimated quantities. Final payouts will be dependent upon actual work done.

Discussion & Recommendation

The lowest responsible bidder for the 2019 Infrastructure Project is G & M Cement Construction. G & M Cement Construction has successfully worked in the Village of Hinsdale on the following projects:

- 2018 South Infrastructure Project
- Various 50/50 Sidewalk Projects

Staff recommends awarding the 2019 Infrastructure Project to G&M Cement Construction in the amount not to exceed \$ 5,899,965.90.

Budget Impact

There are sufficient resources in the FY2019-20 budget to fund the construction and construction observation costs of the 2019 Infrastructure Project.

	<u>Budget</u>	<u>Bid</u>	<u>Contingency</u>
Construction	\$7,241,121	\$5,899,966	
Construction Observation	\$ 149,900	\$ 211,985	
Total	\$7,391,021	\$6,111,951	\$ 1,279,070

Village Board and/or Committee Action

N/A

Documents Attached

1. 2019 Infrastructure Streets to be improved
2. HR Green's recommendation letter
3. 2019 Infrastructure Project contract documents

ATTACHMENT 1 - 2019 Infrastructure Streets to be improved

Street	Location	Activity
Adams Street	Ogden to North St.	Water main (WM) replacement, 2" Asphalt street resurfacing
Bodin Street	Seventh to Eighth	Sewer separation, concrete patching
Bruner Street	Sixth to Eighth	Sewer separation, asphalt street reconstruction
Bonnie Brea Road	Madison to The Pines	Resurfacing
Fifth Street	Garfield to Park	Sewer separation, WM replacement Asphalt street reconstruction
Fox Lane (Road D)	Old Mill Road to Salt Creek Lane	Asphalt street and bridge resurfacing
59 th Street	Madison to Grant	Asphalt street resurfacing
Eighth Place	Madison to east end	Sewer separation, Asphalt street reconstruction
Elmwood Place	Childs to Elm	Asphalt street resurfacing
Grant Street	Eighth to Ninth	Sewer separation, WM replacement, Asphalt street reconstruction
Hinsdale Avenue	Stough to Monroe	WM replacement, Concrete street reconstruction
Ninth Street	Madison to Lincoln	Asphalt street resurfacing
North Street	Washington to Garfield	Sewer separation, Asphalt street resurfacing
Garfield Street	North to Ravine	Sewer separation, Asphalt street patching
Oak Street	Seventh to Eighth	Concrete street reconstruction
Oakwood Terrace	Birchwood to south end	Sanitary sewer repair, Asphalt street resurfacing
Park Avenue	Sixth to Seventh	Sewer separation, WM replacement Asphalt street reconstruction
Second Street	Lincoln to Washington	Asphalt street resurfacing
Seventh Street	Oak to County Line	Concrete street reconstruction
Sharron Court	North end to First	Asphalt street resurfacing
Third Street	Washington to Garfield	Asphalt Street resurfacing
Vine Street	Eighth to south end	Asphalt Street resurfacing
Warren Terrace	Madison to north end	Asphalt street resurfacing
Washington Street	First to Second	Asphalt resurfacing
KLM Parking Lots	East, west & connecting road	Asphalt resurfacing



HRGreen

March 20, 2019

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

Re: Proposed Infrastructure Improvements for the Hinsdale 2019 Infrastructure Project
Section No. 18-00097-00-FP
HR Green No.: 180937

Dear Mr. Deeter:

Attached please find the tabulation sheet for the bids opened on March 18, 2019 for the Hinsdale 2019 Infrastructure Project. HR Green has verified that G & M Cement Construction, Inc. is the apparent qualified low bidder. We recommend the Village of Hinsdale accept G & M Cement Construction, Inc. bid in the amount of **\$5,899,965.91**. The engineer's opinion of probable construction cost was estimated at \$6,766,582.45.

If you have any questions or need additional information please call me at 815-509-7119.

Sincerely,

A handwritten signature in black ink, appearing to read 'T. Scott Creech', written over a horizontal line.

T. Scott Creech, P.E.
Senior Project Manager

Enclosure

TSC/ka

J:\2018\180937\Design\Bid\lfr-032019-LetterofRecommendation.docx

HRGreen.com

Phone 815.462.9324 Fax 815.462.9328 Toll Free 800.728.7805
323 Alana Drive, New Lenox, Illinois 60451



**Illinois Department
of Transportation**

**Local Public Agency
Formal Contract**

PROPOSAL SUBMITTED BY		
G & M CEMENT CONSTRUCTION, INC.		
Contractor's Name		
58 WEST COMMERCIAL RD		
Street		P.O. Box
ADDISON	IL	60101
City	State	Zip Code

STATE OF ILLINOIS

COUNTY DUPAGE

VILLAGE OF HINSDALE, ILLINOIS

(Name of City, Village, Town or Road District)

FOR THE IMPROVEMENT OF

STREET NAME OR ROUTE VARIOUS

SECTION NO. 18-00097-00-FP

TYPES OF FUNDS GENERAL FUNDS & MFT

☒ SPECIFICATIONS (required)

☒ PLANS (required)

☒ CONTRACT BOND (when required)

For Municipal Projects

Submitted/Approved/Passed

☐ Mayor ☐ President of Board of Trustees ☒ Municipal Official

Date

Department of Transportation

☐ Concurrence in approval of award

Regional Engineer

Date

For County and Road District Projects

Submitted/Approved

Highway Commissioner

Date

Submitted/Approved

County Engineer/Superintendent of Highways

Date

County DUPAGE
Local Public Agency HINSDALE
Section Number 18-00097-00-FP
Route VARIOUS

1. THIS AGREEMENT, made and concluded the _____ day of April, 2019,
Month and Year
between the Village of Hinsdale
acting by and through its Village Board of Trustees known as the party of the first part, and
G&M Cement Construction, Inc. his/their executors, administrators, successors or assigns,
known as the party of the second part.

2. Witnesseth: That for and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring to these presents, the party of the second part agrees with said party of the first part at his/their own proper cost and expense to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this agreement and the requirements of the Engineer under it.

3. And it is also understood and agreed that the LPA Formal Contract Proposal, Special Provisions, Affidavit of Illinois Business Office, Apprenticeship or Training Program Certification, and Contract Bond hereto attached, and the Plans for
Section 18-00097-00-FP, in VILLAGE OF HINSDALE,
approved by the Illinois Department of Transportation on February 14, 2019, are essential documents of this
Date
contract and are a part hereof.

4. IN WITNESS WHEREOF, The said parties have executed these presents on the date above mentioned.

Attest: _____ The Village of Hinsdale
Clerk By _____
Party of the First Part
(Seal) _____
(If a Corporation)

Corporate Name _____
By _____
President Party of the Second Part
(If a Co-Partnership)

Attest: _____
Secretary

Partners doing Business under the firm name of

Party of the Second Part

(If an individual)

Party of the Second Part



**Illinois Department
of Transportation**

Contract Bond

Route Various
County Dupage
Local Agency Hinsdale
Section 18-000937-00-FP

We, _____

a/an) ☐ Individual ☐ Co-partnership ☒ Corporation organized under the laws of the State of Illinois,

as PRINCIPAL, and _____

as SURETY,

are held and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of
Five Million Eight Hundred Ninty Nine Thousand Nine Hundred Sixty Five and 91/100.

_____ Dollars (\$5,899,965.91), lawful money of the
United States, well and truly to be paid unto said LA, for the payment of which we bind ourselves, our heirs, executors,
administrators, successors, jointly to pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said Principal has entered into a written contract with the LA acting through its awarding authority for the construction of work on the above section, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any person, firm, company or corporation to whom any money may be due from the Principal, subcontractor or otherwise for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

NOW THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the LA and its awarding authority harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions and requirements of said contract, then this obligation to be void; otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this _____ day of _____ A.D. _____

PRINCIPAL

_____ (Company Name)	_____ (Company Name)
By: _____ (Signature & Title)	By: _____ (Signature & Title)
Attest: _____ (Signature & Title)	Attest: _____ (Signature & Title)

(If PRINCIPAL is a joint venture of two or more contractors, the company names and authorized signature of each contractor must be affixed.)

STATE OF ILLINOIS,

COUNTY OF _____

I, _____, a Notary Public in and for said county, do hereby certify that

(Insert names of individuals signing on behalf of PRINCIPAL)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____ A.D. _____

My commission expires _____ Notary Public (SEAL)

SURETY

_____ (Name of Surety)	By: _____ (Signature of Attorney-in-Fact)
---------------------------	--

STATE OF ILLINOIS.

(SEAL)

COUNTY OF _____

I, _____, a Notary Public in and for said county, do hereby certify that

(Insert names of individuals signing on behalf of SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____ A.D. _____

My commission expires _____ Notary Public (SEAL)

Approved this _____ day of _____, A.D. _____

Attest:

_____ Clerk	_____ (Awarding Authority)
_____	_____ (Chairman/Mayor/President)

RETURN WITH BID



Village of Hinsdale

Local Public Agency
Formal Contract Proposal

PROPOSAL SUBMITTED BY		
<u>Gim Cement Construction</u>		
Contractor's Name		
<u>58 Commercial</u>		
Street	P.O. Box	
<u>Madison</u>	<u>El 6001</u>	
City	State	Zip Code

STATE OF ILLINOIS
COUNTY OF DUPAGE
VILLAGE OF HINSDALE
(Name of City, Village, Town or Road District)

FOR THE IMPROVEMENT OF
STREET NAME OR ROUTE NO. VARIOUS
SECTION NO. 18-00097-00-FP
TYPES OF FUNDS MFT & LOCAL FUNDING

☒ SPECIFICATIONS (required)

☒ PLANS (required)

For Municipal Projects

Submitted/Approved/Passed

☐ Mayor ☐ President of Board of Trustees ☒ Municipal Official

Date

Department of Transportation

☐ Released for bid based on limited review

Regional Engineer

Date

For County and Road District Projects

Submitted/Approved

Highway Commissioner

Date

Submitted/Approved

County Engineer/Superintendent of Highways

Date

Note: All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.

RETURN WITH BID

NOTICE TO BIDDERS

County COOK
Local Public Agency VILLAGE OF HINSDALE
Section Number 18-00097-00-FP
Route VARIOUS

Sealed proposals for the improvement described below will be received at the office of Village Hall, Village of Hinsdale
19 E. Chicago Avenue, Hinsdale, Illinois 60521 until 10:00 AM on March 7, 2019
Address Time Date

Sealed proposals will be opened and read publicly at the office of Village Hall, Village of Hinsdale
19 E. Chicago Avenue, Hinsdale, Illinois 60521 at 10:00 AM on March 7, 2019
Address Time Date

DESCRIPTION OF WORK

Name 2019 Infrastructure Project Length: 18,946.5 feet (3.59 miles)
Location Various Streets
Proposed Improvement Consists of Utility Improvements, street reconstruction with HMA and RCP, CCC&G, water main replacement, sanitary sewer rehabilitation, milling and patching, and any incidental work necessary to complete this work

1. Plans and proposal forms will be available in the office of HR Green, Inc., 323 Alana Drive, New Lenox, IL 60451
upon presentation of prequalification information and non-refundable fee of \$85.00. Contact Scott Creech, 815-462-9324
Address

2. ☒ Prequalification

If checked, the 2 low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57), in duplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and one original with the IDOT District Office.

3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.

4. The following BLR Forms shall be returned by the bidder to the Awarding Authority:

- a. BLR 12200: Local Public Agency Formal Contract Proposal
- b. BLR 12200a Schedule of Prices
- c. BLR 12230: Proposal Bid Bond (if applicable)
- d. BLR 12326: Affidavit of Illinois Business Office

5. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.

6. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.

7. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.

8. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.

9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

RETURN WITH BID

PROPOSAL

County COOK
 Local Public Agency VILLAGE OF HINSDALE
 Section Number 18-00097-00-FP
 Route VARIOUS

- Proposal of _____
 for the improvement of the above section by the construction of _____
Utility improvements, street reconstruction with HMA and RCP, CCC&G, water main
replacement, sanitary sewer rehabilitation, milling and patching, and any incidental work necessary to complete this work
 a total distance of 18,416.5 feet, of which a distance of 18,416.5 feet, (3.49 miles) are to be improved.
- The plans for the proposed work are those prepared by HR Green, Inc., 323 Alana Drive, New Lenox, IL 60541
 and approved by the Village of Hinsdale on February 14, 2019
- The specifications referred to herein are those prepared by the Department of Transportation and designated as
 "Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications and Recurring Special
 Provisions" thereto, adopted and in effect on the date of invitation for bids.
- The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check
 Sheet for Recurring Special Provisions" contained in this proposal.
- The undersigned agrees to complete the work within _____ working days or by November 29, 2019
 unless additional time is granted in accordance with the specifications.
- A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and
 Conditions for Contract Proposals, will be required. Bid Bonds Will be allowed as a proposal guaranty. Accompanying this
 proposal is either a bid bond if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the
 specifications, made payable to:
 _____ Treasurer of Village of Hinsdale
- The amount of the check is 5% (_____).
- In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must be equal to
 the sum of the proposal guaranties, which would be required for each individual proposal. If the proposal guaranty check
 is placed in another proposal, it will be found in the proposal for: Section Number N/A.
- The successful bidder at the time of execution of the contract Will be required to deposit a contract bond for the full
 amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this
 proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed
 that the Bid Bond or check shall be forfeited to the Awarding Authority.
- Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the
 product of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will
 be divided by the quantity in order to establish a unit price.
- A bid will be declared unacceptable if neither a unit price nor a total price is shown.
- The undersigned submits herewith the schedule of prices on BLR 12200a covering the work to be performed under this
 contract.
- The undersigned further agrees that if awarded the contract for the sections contained in the combinations on
 BLR 12200a, the work shall be in accordance with the requirements of each individual proposal for the multiple bid
 specified in the Schedule for Multiple Bids below.

RETURN WITH BID



Illinois Department of Transportation

SCHEDULE OF PRICES

County COOK
Local Public Agency VILLAGE OF HINSDALE
Section 18-00097-00-FP
Route VARIOUS

Schedule for Multiple Bids

Combination Letter	Sections Included in Combinations	Total

Schedule for Single Bid

(For complete information covering these items, see plans and specifications)

Bidder's Proposal for making Entire Improvements

5,900,035.91

Item No.	Items	Unit	Quantity	Unit Price	Total
1	TREE TRUNK PROTECTION	EACH	210	80.00	16,800.00
2	TREE ROOT PRUNING	FOOT	2,100	3.00	6,300.00
3	EARTH EXCAVATION	CU YD	7,608	20.00	152,160.00
4	TRENCH BACKFILL	CU YD	5,598	30.00	167,940.00
5	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	1,868	13.00	24,284.00
6	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	27,287	8.01	218,567.87
7	NITROGEN FERTILIZER NUTRIENT	POUND	338	1.00	338.00
8	PHOSPHORUS FERTILIZER NUTRIENT	POUND	338	1.00	338.00
9	POTASSIUM FERTILIZER NUTRIENT	POUND	338	1.00	338.00
10	MULCH, METHOD 3	ACRE	6	2,000.00	12,000.00
11	SODDING (SPECIAL)	SQ YD	27,287	4.00	109,148.00
12	SUPPLEMENTAL WATERING	UNIT	1,227	0.01	12.27
13	TEMPORARY EROSION CONTROL SEEDING	POUND	1,069	3.00	3,207.00
14	PERMETER EROSION BARRIER	FOOT	360	4.00	1,440.00
15	INLET AND PIPE PROTECTION	EACH	130	100.00	13,000.00
16	HOT MIX ASPHALT BINDER COURSE, IL-16.0, N50, 3"	TON	848	81.00	68,688.00
17	AGGREGATE BASE COURSE, TYPE B (3")	TON	34	19.25	654.50
18	AGGREGATE BASE COURSE, TYPE B (6")	TON	6,500	19.25	125,125.00
19	AGGREGATE BASE COURSE, TYPE B (12")	TON	3,829	19.25	73,728.25
20	BITUMINOUS MATERIALS (TACK COAT)	POUND	19,147	0.01	191.47
21	BITUMINOUS MATERIALS (PRIME COAT)	GAL	1,767	0.01	17.67
22	AGGREGATE (PRIME COAT)	TON	10	15.00	150.00
23	HMA SURFACE REMOVAL, BUTT JOINT	SQ YD	605	10.00	6,050.00
24	LEVELING BINDER (MACHINE METHOD), N50 (3/4")	TON	698	80.00	55,840.00
25	HOT-MIX ASPHALT SURFACE COURSE, MIX 'D', N50 (2")	TON	5,467	82.00	448,294.00
26	PORTLAND CEMENT CONCRETE PAVEMENT 7" (JOINTED)	SQ YD	13,880	45.50	630,630.00
27	HMA DRIVEWAY PAVEMENT (SPECIAL)	SQ YD	723	36.00	26,028.00
28	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH, SPECIAL	SQ YD	743	49.00	36,407.00
29	BRICK DRIVEWAY PAVEMENT (SPECIAL)	SQ YD	621	90.00	55,890.00
30	PORTLAND CEMENT CONCRETE SIDEWALK 6 INCH	SQ FT	1,727	7.56	12,952.50
31	DETECTABLE WARNINGS	SQ FT	330	25.00	8,250.00
32	PAVEMENT REMOVAL	SQ YD	18,907	14.40	272,260.80
33	HOT-MIX ASPHALT SURFACE REMOVAL, 1 3/4"	SQ YD	44,749	3.65	163,333.85
34	HOT-MIX ASPHALT SURFACE REMOVAL (DECK)	SQ YD	220	23.00	5,060.00
35	DRIVEWAY PAVEMENT REMOVAL	SQ YD	1,987	12.00	23,844.00
36	COMBINATION CURB AND GUTTER REMOVAL	FOOT	12,516	4.50	56,322.00

RETURN WITH BID



Illinois Department of Transportation

SCHEDULE OF PRICES

County COOK
Local Public Agency VILLAGE OF HINSDALE
Section 18-00097-00-PP
Route VARIOUS

Schedule for Multiple Bids

Combination Letter	Sections Included in Combinations	Total

Schedule for Single Bid

(For complete information covering these items, see plans and specifications)

Bidder's Proposal for making Entire Improvements	5,900,035.91
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Item No.	Items	Unit	Quantity	Unit Price	Total
37	SIDEWALK REMOVAL	SQ FT	20,526	88	1,806,288
38	CLASS B PATCHES, 8 INCH	SQ YD	888	84.00	57,424.00
39	CLASS D PATCHES, 8 INCH	SQ YD	5,120	10.00	51,200.00
40	STORM SEWERS, CLASS B, TYPE 2 12"	FOOT	2,285	42.00	95,970.00
41	STORM SEWERS, TYPE 2, WATER MAIN QUALITY PIPE, 12"	FOOT	504	82.00	41,328.00
42	STORM SEWERS, CLASS B, TYPE 2 15"	FOOT	1,091	52.00	56,212.00
43	STORM SEWERS, TYPE 2, WATER MAIN QUALITY PIPE, 15"	FOOT	102	102.00	10,404.00
44	STORM SEWERS, CLASS B, TYPE 2 18"	FOOT	617	86.00	53,062.00
45	STORM SEWERS, CLASS B, TYPE 2 36"	FOOT	157	115.00	18,055.00
46	STORM SEWER REMOVAL 8"	FOOT	348	3.00	1,044.00
47	STORM SEWER REMOVAL 10"	FOOT	112	3.00	336.00
48	STORM SEWER REMOVAL 12"	FOOT	323	5.00	1,615.00
49	STORM SEWER REMOVAL 18"	FOOT	60	5.00	300.00
50	STORM SEWER REMOVAL 42"	FOOT	10	20.00	200.00
51	WATER VALVES 6"	EACH	12	1800.00	21,600.00
52	WATER VALVES 12"	EACH	3	2900.00	8,700.00
53	INSERTING VALVE 4"	EACH	1	6500.00	6,500.00
54	INSERTING VALVE 6"	EACH	2	7300.00	14,600.00
55	INSERTING VALVE 12"	EACH	5	11,600.00	58,000.00
56	FIRE HYDRANTS TO BE REMOVED	EACH	11	825.00	9,075.00
57	FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX	EACH	12	5900.00	70,800.00
58	PORTLAND CEMENT MORTAR FAIRING COURSE	FOOT	584	5.00	2,920.00
59	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME & GRATE	EACH	17	3,300	56,100.00
60	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 11 FRAME AND GRATE	EACH	12	3,500	42,000.00
61	MANHOLES, TYPE A, 5'-DIAMETER, TYPE 1 FRAME AND GRATE	EACH	1	4,800	4,800.00
62	MANHOLES, TYPE A, 6'-DIAMETER, TYPE 1 FRAME AND GRATE	EACH	1	7,000	7,000.00
63	INLETS, TYPE A, TYPE 11 FRAME AND GRATE	EACH	27	1,700	45,900.00
64	INLETS, TYPE A, TYPE 11V FRAME AND GRATE	EACH	6	1,700	10,200.00
65	VALVE VAULTS, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	23	2,650	60,950.00
66	VALVE VAULTS TO BE ADJUSTED	EACH	4	400.00	1,600.00
67	VALVE VAULTS TO BE REMOVED	EACH	13	425.00	5,525.00
68	FRAMES AND GRATES, TYPE 11	EACH	2	550.00	1,100.00
69	FRAMES AND LIDS TO BE ADJUSTED	EACH	54	320.00	17,280.00
70	REMOVING MANHOLES	EACH	4	800.00	3,200.00
71	REMOVING CATCH BASINS	EACH	11	325.00	3,575.00
72	REMOVING INLETS	EACH	38	70.00	2,660.00

RETURN WITH BID



Illinois Department of Transportation

SCHEDULE OF PRICES

County COOK
Local Public Agency VILLAGE OF HINSDALE
Section 18-00097-00-FP
Route VARIOUS

Schedule for Multiple Bids

Combination Letter	Sections Included in Combinations	Total

Schedule for Single Bid

(For complete information covering these items, see plans and specifications)

Bidder's Proposal for making Entire Improvements	5,900,035.91
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Item No.	Items	Unit	Quantity	Unit Price	Total
73	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	7,197	25.00	179,925.00
74	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.16	FOOT	8,773	16.00	140,368.00
76	MOBILIZATION	L SUM	1	495,000.00	495,000.00
76	ODD/LUST MATERIALS ANALYSIS, MANAGEMENT, & COMPLIANCE	L SUM	1	15,000.00	15,000.00
77	ODD MATERIALS MANAGEMENT ALLOWANCE	L SUM	1	\$15,000.00	15,000.00
78	WATER MAIN TO BE ABANDONED, 4"	EACH	4	700.00	2,800.00
79	WATER MAIN TO BE ABANDONED, 6"	EACH	3	800.00	2,400.00
80	WATER MAIN TO BE ABANDONED, 12"	EACH	2	1,100.00	2,200.00
81	PRESSURE CONNECTION 6"	EACH	1	3,500.00	3,500.00
82	PRESSURE CONNECTION 8"	EACH	1	4,300.00	4,300.00
83	PRESSURE CONNECTION 12"	EACH	4	5,100.00	20,400.00
84	WATER MAIN 8" (DIRECT CONNECTION)	EACH	11	2,500.00	27,500.00
85	WATER MAIN 12" (DIRECT CONNECTION)	EACH	2	3,800.00	7,600.00
86	PVC WATER MAIN 6"	FOOT	177	62.00	10,974.00
87	PVC WATER MAIN 8"	FOOT	3,744	80.00	299,520.00
88	PVC WATER MAIN 12"	FOOT	1,639	86.00	140,954.00
89	WATER SERVICE RECONNECTION	EACH	75	1,830.00	137,250.00
90	DOMESTIC WATER SERVICE BOXES (CURB STOP)	EACH	75	830.00	62,250.00
91	WATER SERVICE LINE, 1 1/2"	FOOT	1,872	1.00	1,872.00
92	ADJUSTING WATER SERVICE LINES	FOOT	1,343	1.00	1,343.00
93	WATERMAIN CASING WITH SPACERS	FOOT	674	77.00	51,898.00
94	SANITARY SERVICE TO BE ADJUSTED	EACH	73	60.00	4,380.00
95	VIDEO TAPING OF SEWERS	FOOT	7,340	4.50	33,030.00
96	TELEVISION EXISTING SANITARY SERVICES	FOOT	5,418	4.50	24,385.50
97	CURED-IN-PLACE PIPE (CIPP), 8"	FOOT	521	52.00	27,092.00
98	SANITARY SEWER REMOVE AND REPLACE - 12"	FOOT	88	165.00	14,520.00
99	DRAIN CONNECTIONS	EACH	21	4,600.00	96,600.00
100	SANITARY MANHOLES TO BE REMOVED	EACH	18	1,250.00	22,500.00
101	SANITARY MANHOLE, SPECIAL	EACH	18	5,650.00	101,700.00
102	REMOVE AND REERECT RAIL ELEMENT OF EXISTING GUARDRAIL	FOOT	44	91.00	4,004.00
103	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	L SUM	1	284,000.00	284,000.00
104	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	4,800	1.00	4,800.00
105	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	3,113	1.60	4,980.80
106	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	280	2.50	700.00
107	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	62	10.00	620.00
108	THERMOPLASTIC PAVEMENT MARKING - LETTERS & SYMBOLS	SQ FT	22	10.00	220.00

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SCHEDULE OF PRICES

County COOK
Local Public Agency VILLAGE OF HINSDALE
Section 18-00087-00-FP
Route VARIOUS

Schedule for Multiple Bids

Combination Letter	Sections included in Combinations	Total

Schedule for Single Bid

(For complete information covering these items, see plans and specifications)

Bidder's Proposal for making Entire Improvements

5,900,035.91

[illegible]

RETURN WITH BID

CONTRACTOR CERTIFICATIONS

County COOK
Local Public Agency VILLAGE OF HINSDALE
Section Number 18-00097-00-FP
Route VARIOUS

The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder.

1. **Debt Delinquency.** The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of tax. Making a false statement voids the contract and allows the Department to recover all amounts paid to the individual or entity under the contract in a civil action.
2. **Bid-Rigging or Bid Rotating.** The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

A violation of Section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

3. **Bribery.** The bidder or contractor or subcontractor, respectively, certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any unit of local government, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.
4. **Interim Suspension or Suspension.** The bidder or contractor or subcontractor, respectively, certifies that it is not currently under a suspension as defined in Subpart I of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative Code. Furthermore, if suspended prior to completion of this work, the contract or contracts executed for the completion of this work may be cancelled.

RETURN WITH BID

SIGNATURES

County COOK
Local Public Agency VILLAGE OF HINSDALE
Section Number 18-00097-00-FP
Route VARIOUS

(If an individual)

Signature of Bidder _____

Business Address _____

(If a partnership)

Firm Name _____

Signed By _____

Business Address _____

Inset Names and Addressed of All Partners

{ _____

(If a corporation)

Corporate Name Gym Cement Construction

Signed By [Signature]
President

Business Address 58 Commercial
Addison IL

Inset Names of Officers

President Nick Vavalle

Secretary Giovanni Vavalle

Treasurer Giuseppina Vavalle

Attest:

[Signature]
Secretary

**Illinois Department
of Transportation**

Local Agency Proposal Bid Bond

RETURN WITH BID

Route

County

Local Agency Village of Hinsdale

Section 2019 Infrastructure Project

PAPER BID BOND

WE G & M Cement Construction Inc as PRINCIPAL,
and RLI Insurance Company as SURETY, are held jointly, severally and firmly bound unto the above
Local Agency (hereafter referred to as "LA") in the penal sum of 5% of the total bid price, or for the amount specified in the proposal documents in
effect on the date of invitation for bids, whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors and assigns,
jointly pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LA acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LA for the above designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the LA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

In TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 26th day of February, 2019

PRINCIPAL

G & M Cement Construction Inc

(Company Name)

By:

Nick Vavalle

(Signature and Title)

(If PRINCIPAL is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be affixed.)

By:

(Company Name)

(Signature and Title)

SURETY

RLI Insurance Company

(Name of Surety)

By:

Christopher J Bechtold

(Signature of Attorney-in-Fact)

STATE OF ILLINOIS

COUNTY OF Cook

I, Rea Robinson, a Notary Public in and for said county, do hereby certify that

Nick Vavalle Christopher J Bechtold

(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 26th day of February, 2019

My commission expires May 27, 2021

(Notary Public)

ELECTRONIC BID BOND

☐ Electronic bid bond is allowed (box must be checked by LA if electronic bid bond is allowed)

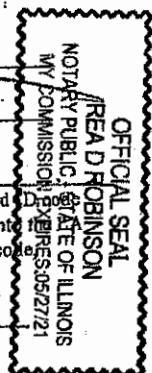
The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal Bid Bond Form. By providing bid bond and signing below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound under the conditions of the bid bond as shown above. (If PRINCIPAL is a joint venture of two or more contractors, an electronic bid bond ID code for each company/Bidder name title and date must be affixed for each contractor in the venture.)

(Company/Bidder Name)

(Signature and Title)

Date-

BLR 5708 (Rev. 3/01)





9025 N. Lindbergh Dr. | Peoria, IL 61615
Phone: (800)645-2402 | Fax: (309)689-2036

POWER OF ATTORNEY

RLI Insurance Company

Contractors Bonding and Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That this Power of Attorney may be effective and given to either or both of **RLI Insurance Company** and **Contractors Bonding and Insurance Company**, required for the applicable bond.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each Illinois corporations (as applicable), each authorized and licensed to do business in all states and the District of Columbia do hereby make, constitute and appoint:

Christopher J. Bechtold, Richard G. Bechtold, Rea Robinson, jointly or severally

in the City of Palatine, State of Illinois, as Attorney in Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds, undertakings, and recognizances in an amount not to exceed Ten Million Dollars (\$10,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

RLI Insurance Company and **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of the Resolution adopted by the Board of Directors of each such corporation, and now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation shall be executed in the corporate name of the Corporation by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Corporation. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation. The signature of any such officer and the corporate seal may be printed by facsimile or other electronic image."

IN WITNESS WHEREOF, **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 24th day of August, 2017.

State of Illinois }
County of Peoria }

SS



RLI Insurance Company
Contractors Bonding and Insurance Company

B. W. Davis

Barton W. Davis

Vice President

CERTIFICATE

On this 24th day of August, 2017, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company**, and/or **Contractors Bonding and Insurance Company**, each Illinois corporations, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 24th day of August, 2017.

Gretchen L. Johnik

Gretchen L. Johnik

Notary Public



RLI Insurance Company
Contractors Bonding and Insurance Company

B. W. Davis

Barton W. Davis

Vice President



Addendum 1

To: Plan Holders; Dan Deeter, PE -Village Engineer
From: Project Manager – T. Scott Creech, P.E.
Section: HRG # 180937
Subject: Hinsdale 2019 Infrastructure Project (Section 18-00097-00-FP)
Date: February 26, 2019

This Addendum shall be considered as part of the general Contract Specification and Contract Documents and shall govern insofar as it changes the same.

GENERAL CLARIFICATIONS – N/A

SPECIFICATIONS –

Updated BLR 12200a – Schedule of Prices Included herein

Special Provisions, Check Sheet (BLR 11300) – Revised Check Sheets included herein

Special Provisions - Added LRS#5 & LRS#11 for inclusion in Project Manual.

DRAWINGS -

The following sheets have been modified, with changes clouded and are included herein:

Sheets Include - 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 15, 33, 36, 37, 49, 50, 53, 54, & 59.

RETURN THIS SHEET (SIGNED) WITH BID AS ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM.
FAILURE TO SUBMIT THIS ACKNOWLEDGMENT WILL DISQUALIFY THE CONTRACTOR'S BID.

As a legal representative of the bidding party, I hereby acknowledge the receipt and understanding of this Addendum in its entirety.

Company Name:

G&M Cement Construction

Acknowledge By:

Nick Vavalle

Printed/Typed Name:

Nick Vavalle

Date: 2/27/2019

END OF ADDENDUM NO. 1



Addendum 2

To: Plan Holders; Dan Deeter, PE –Village Engineer
From: Project Manager – T. Scott Creech, P.E.
Section: HRG # 180937
Subject: Hinsdale 2019 Infrastructure Project (Section 18-00097-00-FP)
Date: March 5, 2019

This Addendum shall be considered as part of the general Contract Specification and Contract Documents and shall govern insofar as it changes the same.

GENERAL CLARIFICATIONS – N/A

SPECIFICATIONS –

Updated BLR – 12200 (page 2) – Revised Bid Opening Date to March 18, 2019, 10AM.

Updated BLR 12200a – Schedule of Prices Included herein

Special Provisions - ADD The following paragraph as the third paragraph in the Special Provision – TRAFFIC CONTROL AND PROTECTION (SPECIAL):

“Throughout the entirety of the project limits, the Contractor shall document existing pre-construction conditions of buildings, foundations, sidewalks, and other property amenities by taking video and/or photos. This work shall be considered included in the unit price bid for Lump Sum for TRAFFIC CONTROL AND PROJECTION (SPECIAL) and no additional compensation will be considered. “

DRAWINGS -

The following sheets have been modified, with changes clouded and are included herein:

Sheets Include - 5, 6, 8, 11, 13, 14, 27, 28, 29, 36, 37, 44, 46, 50, 53, & 59.

RETURN THIS SHEET (SIGNED) WITH BID AS ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM.
FAILURE TO SUBMIT THIS ACKNOWLEDGMENT WILL DISQUALIFY THE CONTRACTOR'S BID.

As a legal representative of the bidding party, I hereby acknowledge the receipt and understanding of this Addendum in its entirety.

Company Name:

G&M Cement Construction

Acknowledge By:

Printed/Typed Name:

Nick Vavalle

Date: 3/05/2019

END OF ADDENDUM NO. 1

J:\2018\180937\Design\Spec\Addm\2\addm-02_030519_Addendum-2_Hinsdale_2019_InfrastructureImprovements.docx

Public Services & Engineering

AGENDA SECTION: First Read – EPS

SUBJECT: 2019 Infrastructure Project Construction Observation Contract

MEETING DATE: April 2, 2018

FROM: Dan Deeter, PE Village Engineer

Recommended Motion

Award the contract for engineering services for construction observation of the 2019 Infrastructure Project to HR Green, Inc. in the amount not to exceed \$211,985.

Background

On August 14, 2018, the Board of Trustees approved the 2019 Infrastructure Project contract with HR Green for engineering design services. It is the Village's practice to use the same engineering consultants who provided design engineering services for the construction observation services. Using the same firm for construction observation and design makes sense since they are most familiar with their design and they have 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

This construction observation proposal exceeds HR Green's original construction observation estimate of \$149,990 made in June 2018 before the design was started. After developing the design, it is HR Green's opinion that the contractor will need 148-days to complete the project versus their original estimate of 140-days. Additionally, to meet this schedule, HR Green anticipates the contractor will have multiple crews working in separate areas of the Village for portions of the construction. To ensure the quality of the materials and construction, HR Green proposes adding a Construction Technician to the project to assist the Resident Engineer in observing the construction at separate sites for a maximum of 40 days. HR Green's current design & construction observation costs for the project total approximately 5.8% of the overall project cost which is less than the engineering costs the Village has incurred for other projects of similar size.

Staff agrees that the additional man-hours anticipated are reasonable and necessary to provide the best finished product to the Village. Staff does not have the manpower to provide the additional construction observation during the project due to obligations to other projects during the 2019 construction period. These projects include the N. Madison Drainage Construction Project; the E. Chicago Drainage Corridor Design; the 2020 Infrastructure Project design; coordination for the Tollway improvements for I-294, the BNSF bridge replacement, and the Hinsdale Oasis renovation; and the Hinsdale Parking Deck improvements. These projects are in addition to staff's routine obligations which include private property design and construction inspections, maintaining environmental programs, and responding to resident drainage issues.

Should issues during construction require additional construction observation in excess of HR Green's current estimates, staff will re-evaluate the availability of staff engineers and/or request additional construction observation funds from the Board of Trustees.

Considering HR Green's satisfactory performance during the design process, staff recommends approving HR Green for the construction observation portion of the 2019 Infrastructure project.

Budget Impact

There are sufficient resources in the FY2019-20 budget to fund the construction and construction observation costs of the 2019 Infrastructure Project.

	<u>Budget</u>	<u>Bid</u>	<u>Contingency</u>
Construction	\$7,241,121	\$5,899,966	
Construction Observation	\$ 149,900	\$ 211,985	
Total	\$7,391,021	\$6,111,951	\$ 1,279,070

Village Board and/or Committee Action

N/A

Documents Attached

1. 2019 Infrastructure Streets to be Improved
2. Contract with HR Green

ATTACHMENT 1 - 2019 Infrastructure Streets to be improved

Street	Location	Activity
Adams Street	Ogden to North St.	Water main (WM) replacement, 2" Asphalt street resurfacing
Bodin Street	Seventh to Eighth	Sewer separation, concrete patching
Bruner Street	Sixth to Eighth	Sewer separation, asphalt street reconstruction
Bonnie Brea Road	Madison to The Pines	Resurfacing
Fifth Street	Garfield to Park	Sewer separation, WM replacement Asphalt street reconstruction
Fox Lane (Road D)	Old Mill Road to Salt Creek Lane	Asphalt street and bridge resurfacing
59 th Street	Madison to Grant	Asphalt street resurfacing
Eighth Place	Madison to east end	Sewer separation, Asphalt street reconstruction
Elmwood Place	Childs to Elm	Asphalt street resurfacing
Grant Street	Eighth to Ninth	Sewer separation, WM replacement, Asphalt street reconstruction
Hinsdale Avenue	Stough to Monroe	WM replacement, Concrete street reconstruction
Ninth Street	Madison to Lincoln	Asphalt street resurfacing
North Street	Washington to Garfield	Sewer separation, Asphalt street resurfacing
Garfield Street	North to Ravine	Sewer separation, Asphalt street patching
Oak Street	Seventh to Eighth	Concrete street reconstruction
Oakwood Terrace	Birchwood to south end	Sanitary sewer repair, Asphalt street resurfacing
Park Avenue	Sixth to Seventh	Sewer separation, WM replacement Asphalt street reconstruction
Second Street	Lincoln to Washington	Asphalt street resurfacing
Seventh Street	Oak to County Line	Concrete street reconstruction
Sharron Court	North end to First	Asphalt street resurfacing
Third Street	Washington to Garfield	Asphalt Street resurfacing
Vine Street	Eighth to south end	Asphalt Street resurfacing
Warren Terrace	Madison to north end	Asphalt street resurfacing
Washington Street	First to Second	Asphalt resurfacing
KLM Parking Lots	East, west & connecting road	Asphalt resurfacing

Municipality Hinsdale, Village of	LOCAL AGENCY	 Illinois Department of Transportation Preliminary/Construction Engineering Services Agreement For Motor Fuel Tax Funds	CONSULTANT	Name HR Green, Inc.
Township				Address 323 Alana, Drive
County DuPage				City New Lenox
Section 18-00097-00-FP				State Illinois 60451

THIS AGREEMENT is made and entered into this _____ day of _____, 2019 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above PROJECT. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer	Deputy Director Division of Highways, Regional Engineer, Department of Transportation
Resident Construction Supervisor	Authorized representative of the LA in immediate charge of the engineering details of the PROJECT
Contractor	Company or Companies to which the construction contract was awarded

Section Description

Name 2019 Infrastructure Route Various Length 3.59 miles Structure No. _____

Termini Various (see Exhibit - A for specific streets and improvements)

Description

Consists of utility improvements, street reconstruction with HMA and RCP, CCC&G, water main replacement, sanitary sewer rehabilitation, milling and patching, and any incidental work necessary to complete this work.

Agreement Provisions

The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA in connection with the proposed improvement herein before described, and checked below:
 - a. ☐ Make such detailed surveys as are necessary for the preparation of detailed roadway plans.
 - b. ☐ Make stream and flood plain hydraulic surveys and gather high water data and flood histories for the preparation of detailed bridge plans.
 - c. ☐ Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
 - d. ☐ Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.

- e. ☐ Prepare Army Corps of Engineers Permit, Division of Water Resources Permit, Bridge waterway sketch and/or Channel Change sketch, Utility plan and locations and Railroad Crossing work agreements.
- f. ☐ Prepare Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.

NOTE Four copies to be submitted to the Regional Engineer

- g. ☐ Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
- h. ☐ Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.
- i. ☐ Assist the LA in the receipt and evaluation of proposals and the awarding of the construction contract.
- j. ☐ Furnish or cause to be furnished:
 - (1) Proportioning and testing of concrete mixtures in accordance with the "Manual of Instructions for Concrete Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the DEPARTMENT and promptly submit reports on forms prepared by said Bureau.
 - (2) Proportioning and testing of bituminous mixtures (including extracting test) in accordance with the "Manual of Instructions for Bituminous Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the DEPARTMENT, and promptly submit reports on forms prepared by said Bureau.
 - (3) All compaction tests as required by the specifications and report promptly the same on forms prepared by the Bureau of Materials and Physical Research.
 - (4) Quality and sieve analyses on local aggregates to see that they comply with the specifications contained in the contract.
 - (5) Inspection of all materials when inspection is not provided at the sources by the Bureau of Materials and Physical Research, of the DEPARTMENT and submit inspection reports to the LA and the DEPARTMENT in accordance with the policies of the said DEPARTMENT.
- k. ☒ Furnish or cause to be furnished
 - (1) A resident construction supervisor, inspectors, and other technical personnel to perform the following work: (The number of such inspectors and other technical personnel required shall be subject to the approval of the LA.)
 - a. Continuous observation of the work and the contractor's operations for compliance with the plans and specifications as construction proceeds, but the ENGINEER does not guarantee the performance of the contract by the contractor.
 - b. Establishment and setting of lines and grades.
 - c. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
 - d. Supervision of inspectors, proportioning engineers and other technical personnel and the taking and submitting of material samples.
 - e. Revision of contract drawings to reflect as built conditions.
 - f. Preparation and submission to the LA in the required form and number of copies, all partial and final payment estimates, change orders, records and reports required by the LA and the DEPARTMENT.

NOTE: *When Federal funds are used for construction and the ENGINEER or the ENGINEER's assigned staff is named as resident construction supervisor, the ENGINEER is required to be prequalified with the STATE in Construction Inspection. The onsite resident construction supervisor and project inspectors shall possess valid Documentation of Contract Quantities certification.*

2. That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to this agreement will be in accordance with the current standard specifications and policies of the DEPARTMENT, it being understood that all such reports, plats, plans and drafts shall before being finally accepted, be subject to approval by the LA and the said DEPARTMENT.
3. To attend conferences at any reasonable time when requested to do so by the LA or representatives of the DEPARTMENT.
4. In the event plans, surveys or construction staking are found to be in error during the construction of the PROJECT and revisions of the plans or survey or construction staking corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the contractor.
5. The basic survey notes and sketches, charts, computations and other data prepared or obtained by the ENGINEER pursuant to this agreement will be made available upon request to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
6. To make such changes in working plans, including all necessary preliminary surveys and investigations, as may be required after the award of the construction contract and during the construction of the improvement.
7. That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.
8. To submit, upon request by the LA or the DEPARTMENT a list of the personnel and the equipment he/she proposes to use in fulfilling the requirements of this AGREEMENT.

The LA Agrees,

1. To pay the Engineer as compensation for all services performed as stipulated in paragraphs 1a, 1g, 1i, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:

- a. ☐ A sum of money equal to _____ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.
- b. ☒ A sum of money equal to the percentage of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

Schedule for Percentages Based on Awarded Contract Cost

Awarded Cost	Percentage Fees	(see note)
Under \$50,000	_____	%
	_____	%
	_____	%
	_____	%
	_____	%

Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

2. To pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 1h, 1j and 1k of THE ENGINEER AGREES at the hourly rates stipulated below for personnel assigned to this PROJECT as payment in full to the ENGINEER for the actual time spent in providing these services the hourly rates to include profit, overhead, readiness to serve, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under paragraphs 1b, 1c, 1d, 1e, 1f, 1j and 1k of THE ENGINEER AGREES. If the ENGINEER sublets all or a part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge. "Cost to ENGINEER" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm including the Principal Engineer perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed. **See Exhibits – A & B for Detailed Scope and Fees. NTE = \$211,985.00**

**Grade Classification
of Employee**

Hourly Rate

Principal Engineer	165.00
Resident Construction Supervisor	124.00
Chief of Party	
Instrument Man	
Rodmen	
Inspectors	90.00

The hourly rates itemized above shall be effective the date the parties, hereunto entering this AGREEMENT, have affixed their hands and seals and shall remain in effect until 12/31/2019. In event the services of the ENGINEER extend beyond 12/31/2019, the hourly rates will be adjusted yearly by addendum to this AGREEMENT to compensate for increases or decreases in the salary structure of the ENGINEER that are in effect at that time.

3. That payments due the ENGINEER for services rendered pursuant to this AGREEMENT will be made as soon as practicable after the services have been performed, in accordance with the following schedule:
- Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee based on the above fee schedule and the approved estimate of cost.
 - Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee (excluding any fees paragraphs 1j and 1k of the ENGINEER AGREES), based on the above fee schedule and the awarded contract cost, less any previous payment.
 - Upon completion of the construction of the improvement, 90 percent of the fee due for services stipulated in paragraphs 1j and 1k.
 - Upon completion of all final reports required by the LA and the DEPARTMENT and acceptance of the improvement by the DEPARTMENT, 100 percent of the total fees due under this AGREEMENT, less any amounts previously paid.

By mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.

4. That should the improvements be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a and 1g, and prior to the completion of such services the LA shall reimburse the ENGINEER for his actual costs plus _____ percent incurred up to the time he is notified in writing of such abandonment "actual cost" being defined as material costs plus actual payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost.
5. That should the LA require changes in any of the detailed plans, specifications or estimates (except for those required pursuant to paragraph 4 of THE ENGINEER AGREES) after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus _____ percent to cover profit, overhead and readiness to serve - "actual cost" being defined as in paragraph 4 above. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans.
6. That should the LA extend completion of the improvement beyond the time limit given in the contract, the LA will pay the ENGINEER, in addition to the fees provided herein, his actual cost incurred beyond such time limit - "actual cost" being defined as in paragraph 4 above.
7. To submit approved forms BC 775 and BC 776 with this AGREEMENT when federal funds are used for construction.

It is Mutually Agreed,

1. That any difference between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the

ENGINEER one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.

2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all drawings, specifications, partial and completed estimates and data if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.
3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under the AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty the LA shall have the right to annul this contract without liability.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized offices.

Executed by the LA:

Hinsdale, Village of of the
(Municipality/Township/County)

ATTEST:

State of Illinois, acting by and through its

By _____

By _____

Clerk

Title:

(Seal)

Executed by the ENGINEER:

HR Green, Inc.

323 Alana Drive

ATTEST:

New Lenox, IL 60451

By  _____

 _____

Title: Site Director – New Lenox Office

Title: Principal

<p style="text-align: center;">Approved</p> <p style="text-align: center;">_____ Date</p> <p style="text-align: center;">Department of Transportation</p> <p style="text-align: center;">_____ Regional Engineer</p>

Exhibit A

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

ENGINEERING PROFESSIONAL SERVICES AGREEMENT 2019 Infrastructure Project Construction Observation

PROJECT #: 1646

PROFESSIONAL SERVICES AGREEMENT

BETWEEN THE VILLAGE OF HINSDALE AND HR GREEN, INC.

This Professional Services Agreement is entered into this ___th day of _____, 2019 by and between the Village of Hinsdale, an Illinois Municipal corporation (hereinafter referred to as the "Village") and HR GREEN, Inc. (hereinafter referred to as the "Engineer") (collectively referred to as the "Parties").

Whereas, the Village is seeking professional services for the 2019 Infrastructure Project Construction Observation (herein referred to as the "Project");

Whereas, Engineer submitted a Proposal dated March 22, 2019 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; and,

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

SECTION 1. DEFINITIONS.

Whenever used in this Agreement, the following terms shall have the meanings indicated and the singular shall be read to include the plural and vice 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 HR GREEN Inc., its employees, agents, subcontractors, duly authorized representatives or others performing work on its behalf. To the extent any work performed under this Agreement is performed by subcontractors, the term "Engineer" shall include such subcontractors.

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

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

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

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

H. The term "Shall" is imperative.

I. The term "Project" means the scope, extent, or amount of services, deliverables, items, or labor related to the engineering services for the Hinsdale 2019 Infrastructure Project Design Engineering as more fully described of Attachment "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 construction observation of the project 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 the work of any contractor or any subcontractor on the Project.

D. Engineer to the best of its knowledge 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 within the agreed upon schedule, with the contractor's substantial completion no later than November 29, 2019.

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 within 15 business days and without cost or expense to the Engineer.

B. The Village agrees to provide review of any reports, drafts or other materials as requested by Engineer within 15 business days.

SECTION 4. SCOPE OF SERVICES.

A. As more fully set forth in its proposal dated March 22, 2019, attached hereto as Attachment "A", Engineer agrees to provide all labor, materials, expertise, services and consultation related to provide full-time construction observation, quality assurance material testing, and related services for the Project. Attachment "A" is incorporated into and made a part of this Professional Services Agreement. The priority of interpretation for any inconsistent terms between this Professional Services Agreement and Attachment "A" is as follows: the provisions of this Professional Services Agreement shall prevail over the inconsistent provisions of Attachment "A". The inconsistent provisions of Attachment "A" shall be deemed not applicable.

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

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

A. Contract Amount.

Engineer agrees to provide the professional services and deliverables set forth in the Scope of Work, and the Village agrees to compensate Engineer for said performance, the Contract Amount of not-to-exceed \$211,985.00.

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 Attachment "A." The Contract Amount includes Engineer's direct costs.

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

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

SECTION 6. DELIVERY AND OWNERSHIP OF DOCUMENTS.

A. All Deliverables, including but not limited to, any plans, specifications, reports, or other project documents prepared by Engineer pursuant to this Agreement shall be 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. In the event of conflict between printed and electronic documents, the printed deliverable controls.

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 and construction observations 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 are caused from the intentional, willful and wanton, or negligent 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 per occurrence for personal bodily injury and property damage. The general aggregate shall be no less than \$2,000,000.
2. Business Auto Liability, \$1,000,000 combined single limit for bodily injury and property damage;
3. Workers Compensation and Employers' Liability in amounts required by statute (the policy shall include a 'waiver of subrogation');
4. Umbrella Coverage- \$2,000,000 per occurrence; and,
5. Professional Liability – \$1,000,000 each claim covering negligent acts, errors, and omissions in connection with professional services to be provided by Engineer under this Agreement, and providing for indemnification for injuries arising out of same, with a deductible not-to-exceed \$50,000 without prior written approval.

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

B. Upon execution of this Agreement, Engineer shall furnish to the Village satisfactory proof of coverage of the above insurance requirements. Such proof shall consist of certificates executed by the respective insurance companies together with executed copies of an "Additional Insured Endorsement" in a form acceptable to the Village. For the duration of the Agreement, said certificates shall expressly provide that the Village shall receive thirty days written notice, with ten day exception for non-payment of premium, prior to cancellation of any required insurance policy. In addition, said certificates shall list the Village and its corporate authorities, officers, agents and employees as an additional insured on all required insurance policies except the policy for professional liability and Workmen's 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 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 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 Attachment "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.

A. Engineer shall 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 attorney's fees)

caused by the: (a) failure to comply with, or violation of, any federal, state or local law, statute, regulation, rule, ordinance, order, or governmental directive; (b) negligent acts, omissions or willful misconduct; (c) failure to comply with the terms, conditions, or representations 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. The terms of this indemnity shall survive the suspension, expiration or termination of this Agreement.

B. The Village shall 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 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 own negligence.

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

SECTION 11. COMPLIANCE WITH LAWS.

A. Engineer agrees and represents to the best of its ability 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. Sexual Harassment Policy. Engineer represents that it has a written sexual harassment policy defining sexual harassment as required in Section 2-105 of the Ill. Human Rights Act. 775 ILCA 5/1-105, *et seq.*

2. Tax Payments. Engineer represents 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. Public Works Employment Discrimination Act. The Engineer represents 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. Illinois Human Rights Act-Equal Opportunity Clause. Engineer represents 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 Ill. 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 Engineer will make a good faith effort to 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.

§ 1. (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 therefrom shall in no wise prevent or affect the application of the said provisions to the said contract.

10/8. Partial invalidity: construction

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

SECTION 12. SUSPENSION AND TERMINATION OF SERVICES.

A. Suspension of Work

The Village may, at any time, by written notice to the Engineer require the Engineer to stop all, or any part, of the Work required by the Agreement. Upon receipt of such a notice, the Engineer shall immediately comply with its terms and take all steps to minimize the occurrence of costs allocable to the Work covered by the notice. Engineer shall, upon receipt of notice of suspension,

identify in writing all Work that must be completed prior to suspension of the Work, including all Work associated with suspension that must be performed. With respect to Work so identified by Engineer and approved by the Village, the Village will pay for the necessary and reasonable costs associated with that Work. Engineer shall not be entitled to any claim for lost profits due to the suspension of the Work by the Village.

B. Termination of Agreement

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

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

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

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

If to Engineer:

T. Scott Creech
HR Green, Inc.
323 Alana Drive
New Lenox, Illinois 60451

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.

G. Survival.

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

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

Accepted this ____ day of _____ 2019

Engineering Consultant

By: _____

(Printed Name and Title)

Accepted this ____ day of _____ 2019

The Village of Hinsdale, Illinois

By: _____

Kathleen A. Gargano, Village Manager

**ATTACHMENT A – HR GREEN PROPOSAL FOR "HINSDALE 2019 INFRASTRUCTURE
PROJECT – RFP# 1646"**

DATED: March 22, 2019



HRGreen

EXHIBIT - B

PROFESSIONAL SERVICES AGREEMENT

For

HINSDALE 2019 INFRASTRUCTURE PROJECT – RFP# 1646

CONSTRUCTION OBSERVATION (FULL-TIME)

Daniel M. Deeter, P.E.
Village of Hinsdale
19 East Chicago Avenue
Hinsdale, IL 60521-3489
630-789-7000

T. Scott Creech, P.E.
HR Green
323 Alana Drive
New Lenox, IL 60451
HR Green Project Number: 180937.01

March 22, 2019

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THIS **AGREEMENT** is between Village of Hinsdale (hereafter "CLIENT") and HR GREEN, INC. (hereafter "COMPANY").

1.0 Project Understanding

1.1 General Understanding

The proposed scope of services, associated fees, and deliverables required are based on the Request for Proposal No. 1646 received May 31, 2018 via email from Mr. Daniel Deeter, P.E., Engineer at the Village of Hinsdale.

The services required for this project are to include construction observation services (full-time) for utility improvements, street reconstruction with Hot Mix Asphalt (HMA) and Reinforced Concrete Pavement (RCP), combination concrete curb and gutter, limited water main replacement, sanitary sewer rehabilitation and/or repair, various sump pump connections, and concrete sidewalk and ramp replacement as required for ADA compliance. Additionally there are some designated streets where milling, HMA or RCP patching, and 2" thick HMA resurfacing shall occur.

As requested by the CLIENT, Full-Time Construction Observation services associated with the Village of Hinsdale 2019 Infrastructure Project, located in the Village are detailed within this contract/proposal. It is understood that Village & MFT Funding will be utilized for the Construction Observation and Construction for this project.

The 2019 Infrastructure Project includes improvements along various street segments within the Village of Hinsdale limits as summarized below along with a brief description of COMPANY'S construction engineering scope of work associated with each street segment. Further detail of the COMPANY's services is provided in the Scope of Services section located herein.

A. Adams Street

- From Ogden Ave. to North St.
Length ≈ 940 ft.

Work Scope: 2" HMA mill and HMA resurface, pavement patching, spot curb and gutter removal and replacement, PCC sidewalk removal and replacement with ADA ramp construction, 8" diameter water main reconstruction (940 ft. +/-), and landscape restoration.

Construction Observation: Full-time Observation

B. Bodin Street

- From 7th St. to 8th St.
Length ≈ 660 ft.

Work Scope: Full Pavement Reconstruction with HMA Full Depth Pavement, combination concrete curb and gutter removal and replacement; sanitary sewer separation; new storm sewer; PCC sidewalk removal and ADA ramp construction; and related landscape restoration.

Construction Observation: Full-time Observation

C. Bruner Street

- From 6th St. to 7th St.

Length ≈ 660 ft.

Work Scope: Full Pavement Reconstruction with HMA Full Depth Pavement over PCC Base, combination concrete curb and gutter removal and replacement; sanitary sewer separation; new storm sewer; PCC sidewalk removal and ADA ramp construction; and related landscape restoration.

Construction Observation: Full-time Observation

D. Bruner Street

- From 7th St. to 8th St.

Length ≈ 660 ft.

Work Scope: Full Portland Concrete Cement (PCC) Pavement Reconstruction or PCC patch as deemed appropriate; combination concrete curb and gutter removal and replacement; new storm sewer, PCC sidewalk removal and ADA ramp construction; and related landscape restoration.

Construction Observation: Full-time Observation

E. 5th Street

- From Garfield St. to Park Ave.

Length ≈ 670 ft.

Work Scope: Full Pavement Reconstruction with HMA Full Depth Pavement, combination concrete curb and gutter removal and replacement; sanitary sewer separation; new storm sewer; new 8" water main, PCC sidewalk removal and ADA ramp construction; and related landscape restoration.

Construction Observation: Full-time Observation

F. Grant Street

- From 8th St. to 9th St.

Length ≈ 660 ft.

Work Scope: Full Pavement Reconstruction with HMA Full Depth Pavement over PCC Base, combination concrete curb and gutter removal and replacement; sanitary sewer separation; new storm sewer; new 8" water main, PCC sidewalk removal and ADA ramp construction; and related landscape restoration.

Construction Observation: Full-time Observation

G. Hinsdale Avenue

- From Stough St. to Monroe St. (inclusive)

Length ≈ 1,700 ft.

Work Scope: Full Portland Concrete Cement (PCC) Pavement Reconstruction or PCC patch as deemed appropriate; combination concrete curb and gutter removal and replacement; new storm sewer, PCC sidewalk removal and ADA ramp construction; and related landscape restoration. CCDD Issues are to be anticipated. *Water main reconstruction from Stough St. to Bodin St..(see Note #1)*

Construction Observation: Full-time Observation

- *Note #1: Indicates scope of work added after Proposal/Agreement Submitted*

H. Oak Street

- From 7th St. to 8th St.

Length ≈ 660 ft.

Work Scope: Full Portland Concrete Cement (PCC) Pavement Reconstruction or PCC patch as deemed appropriate; combination concrete curb and gutter removal

and replacement; new storm sewer, PCC sidewalk removal and ADA ramp construction; and related landscape restoration.
Construction Observation: Full-time Observation

I. Oakwood Terrace

- From Birchwood Ave. to South End
Length ≈ 530 ft.
Work Scope: 2" HMA mill and HMA resurface, pavement patching, spot curb and gutter removal and replacement, PCC sidewalk removal and replacement with ADA ramp construction, Sanitary Sewer (clean, TV, & rehabilitation ≈ 530 ft. +/-), and landscape restoration.
Construction Observation: Full-time Observation

J. Park Avenue

- From 6th St. to 7th St.
Length ≈ 650 ft.
Work Scope: Full Pavement Reconstruction with HMA Full Depth Pavement over PCC Base, combination concrete curb and gutter removal and replacement; sanitary sewer separation; new storm sewer; new 8" water main, PCC sidewalk removal and ADA ramp construction; and related landscape restoration.
Construction Observation: Full-time Observation

K. 7th Street

- From Oak St. to County Line Rd.
Length ≈ 655 ft.
Work Scope: Full Portland Concrete Cement (PCC) Pavement Reconstruction or PCC patch as deemed appropriate; combination concrete curb and gutter removal and replacement; new storm sewer, PCC sidewalk removal and ADA ramp construction; and related landscape restoration.
Construction Observation: Full-time Observation

L. Warren Terrace

- From Madison St. to North End
Length ≈ 940 ft.
Work Scope: 2" HMA mill and HMA resurface, pavement patching, spot curb and gutter removal and replacement, PCC sidewalk removal and replacement with ADA ramp construction, 8" diameter water main reconstruction (940 ft. +/-), and landscape restoration.
Construction Observation: Full-time Observation

M. 59th Street

- From Madison St. to Grant St.
Length ≈ 1,300 ft.
Work Scope: 2" HMA mill and HMA resurface, pavement patching, spot curb and gutter removal and replacement, PCC sidewalk removal and replacement with ADA ramp construction, and landscape restoration.
Construction Observation: Full-time Observation

N. Elmwood Place

- From Childs Ave. to Elm St.
Length ≈ 410 ft.
Work Scope: 2" HMA mill and HMA resurface, pavement patching, spot curb and gutter removal and replacement, PCC sidewalk removal and replacement with ADA ramp construction, and landscape restoration.
Construction Observation: Full-time Observation
- O. 9th Street
 - From Madison St. to Lincoln St.
Length ≈ 1,640 ft.
Work Scope: 2" HMA mill and HMA resurface, pavement patching, spot curb and gutter removal and replacement, PCC sidewalk removal and replacement with ADA ramp construction, and landscape restoration.
Construction Observation: Full-time Observation
- P. Road D
 - From Old Mill Rd. to Salt Creek Ln.
Length ≈ 1,440 ft.
Work Scope: 2" HMA mill and HMA resurface, pavement patching, spot curb and gutter removal and replacement, PCC sidewalk removal and replacement with ADA ramp construction, and landscape restoration. Also included for this segment are specifications and necessary details for waterproofing of the bridge deck with membrane testing included herein.
Construction Observation: Full-time Observation
- Q. Sharron Court
 - From North End to 1st St.
Length ≈ 520 ft.
Work Scope: 2" HMA mill and HMA resurface, pavement patching, spot curb and gutter removal and replacement, PCC sidewalk removal and replacement with ADA ramp construction, and landscape restoration.
Construction Observation: Full-time Observation
- R. Vine Street
 - From 8th St. to South End
Length ≈ 400 ft.
Work Scope: 2" HMA mill and HMA resurface, pavement patching, spot curb and gutter removal and replacement, PCC sidewalk removal and replacement with ADA ramp construction, and landscape restoration.
Construction Observation: Full-time Observation
- S. 8th Place
 - From Madison St. to East End
Length ≈ 360 ft.
Work Scope: HMA patching, spot curb and gutter removal and replacement, PCC sidewalk removal and replacement with ADA ramp construction, sewer separation, drainage improvements, and landscape restoration.
Construction Observation: Full-time Observation

T. North Street

- From Washington St. to Ravine St.
Length ≈ 660 ft.
Work Scope: 2" HMA mill and HMA resurface, pavement patching, spot curb and gutter removal and replacement, PCC sidewalk removal and replacement with ADA ramp construction, sewer separation (660 ft. +/-), and landscape restoration.
Construction Observation: Full-time Observation

U. Additional Street Added to Road Program After Original Proposal/Agreement

- Bonnie Brae from Madison St. to The Pines St.
- S. Washington St. from 2017 Paving Limits to 2nd St.
- 2nd St. from Washington St. to Lincoln St.
- 3rd St. from Garfield Street to Washington St.
- KLM Park Parking Lots and Entrance
Length ≈ 3,265 ft.
Work Scope: 2" HMA mill and HMA resurface, pavement patching, spot curb and gutter removal and replacement, PCC sidewalk removal and replacement with ADA ramp construction, and landscape restoration.
Construction Observation: Full-time Observation

1.2 Design Criteria/Assumptions

The construction contract for the 2019 Infrastructure Project shall commence no later than May 1, 2019 and be field work completed no later than November 29, 2019 and project closeout by December 15, 2019*, unless extenuating circumstances require variation to this proposed schedule, subject to CLIENT approval. The man-hours required for construction observation are included as Full-time observation of the project and it is anticipated that the contractor will complete the project by the contract specified deadline. See Section 3.0 Deliverables and Schedule for anticipated project schedule.

**Schedule revised based on project scope additional construction added. See Section 1.1 for specific improvements added to Hinsdale 2019 Infrastructure Project during design phase. COMPANY anticipates the Contractor will require multiple crews working simultaneously to achieve the construction completion within one season. Therefore, COMPANY has added a second Field Engineer/Technician to achieve required coverage of the construction activity.*

2.0 Scope of Services

The CLIENT agrees to employ COMPANY to perform the following services:

2.1 Construction Observation

A. Project Startup

COMPANY will contact the residents and business within the construction zone and provide project and contact information to the residents and business. COMPANY will also contact and or meet with the school district, and emergency services to ensure that all entities are aware of the project.

B. Construction Observation

COMPANY will provide Full-time Construction Observation Services at a Time and Material basis not to exceed the amount listed herein. Note that the Full-time Construction Observation Services are based on an estimated 148 working days (days in field) to complete the construction*. COMPANY will observe and verify that items being constructed and materials being utilized are in general conformance with the approved plans and specifications and the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction as applicable.

**Schedule revised based on project scope additional construction added. See Section 1.1 for specific improvements added to Hinsdale 2019 Infrastructure Project during design phase. COMPANY anticipates the Contractor will require multiple crews working simultaneously to achieve the construction completion within the 148 working days. Therefore, COMPANY has added a second Field Engineer/Technician to achieve desired coverage of the construction activity.*

COMPANY will complete a daily diary, measure and document contract quantities, complete payment estimates, change orders, and weekly reports. Weekly reports will be submitted to the contractor and the CLIENT. COMPANY will verify that all materials incorporated into this project are IDOT approved materials and in accordance with the Special Provisions of this contract. COMPANY shall keep the CLIENT informed of the progress of construction and update the CLIENT on weekly basis.

COMPANY in conjunction with the CLIENT Staff will review the condition of the traffic control once daily. Traffic control reviews will be completed for the construction zone.

COMPANY will provide erosion and sedimentation control observation services on a weekly basis and after a rainfall of ½" or more or 6" or more of snow. COMPANY will document each observation and will direct the contractor to repair and/or replace deficient erosion and sediment control measures.

COMPANY shall review Contractor's submitted record drawings for identified scope of improvements, noting discrepancies as necessary for Contractor's revision and submittal to CLIENT.

C. Meetings

COMPANY will attend the preconstruction meeting with the CLIENT, the contractor, subcontractors, emergency services, and any affected utility companies.

COMPANY anticipates that there will be construction meetings with the CLIENT, the contractor, and subcontractors, and residents during the standard work week. Attendance at these various coordination meetings is included within the allocated 8 hours/day for Full-Time Construction Engineer in staffing of the project for the length of the Construction Schedule as estimated above in Section 2.3.B. These coordination meetings are anticipated to begin after the start of construction. COMPANY will complete an agenda and meeting notes for the construction meeting. Upon completion of the meeting notes, COMPANY will distribute the meeting minutes to all entities.

D. Administration/Coordination

This task will involve the management oversight of the project which will include the on-going review of the project execution, documentation, schedule and budget, contract file management, and general correspondence between COMPANY, the CLIENT, the contractor, and subcontractors.

E. Project Close Out

COMPANY will add all field notes and construction information accumulated during the construction of the project to the electronic construction files to create a construction notes sheet.

3.0 Deliverables and Schedules Included in this Contract

Anticipated Project Schedule-

- Local Bid Opening – March 18, 2019*
- Construction Start – May 1, 2019
- Construction Completion November 29, 2019 and Project Closeout by December 15, 2019*

**Schedule revised based on project scope additional construction added. See Section 1.1 for specific improvements added to Hinsdale 2019 Infrastructure Project during design phase.*

This schedule was prepared to include reasonable allowances for review and approval times required by the CLIENT and public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project requested by the CLIENT or for delays or other causes beyond the control of COMPANY.

4.0 Items not included in Agreement/Supplemental Services

- Permit fees as applicable;
- Environmental studies including Abbrev. Phase 1 Report*;
- Location Drainage Study services*;
- Structural design services*;
- Floodplain analysis/study service*;
- Wetland delineation/mitigation services*;
- Right of way and easement plat preparation*;
- Construction staking and layout*;
- Record Drawings by Contractor*.

*COMPANY can provide services as required with addendum to Agreement.

COMPANY shall not supervise, direct or have any control over the contractor's work. COMPANY shall not have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the contractor. Also, COMPANY is not responsible for the contractor's safety precautions or programs in connection with this work. These rights and responsibilities are solely those of the contractor.

COMPANY shall not be responsible for any acts or omissions of the contractor, subcontractor or any entity performing any portion of the work, or any agents or employees of any of them. COMPANY 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 drawings and documents.

Supplemental services not included in the agreement can be provided by COMPANY under separate agreement, if desired.

5.0 Services by Others

- A. COMPANY has included a budgetary amount within this scope of services for Quality Assurance Material Testing of Hot Mix Asphalt (HMA) and PCC construction components per MFT requirements. A qualified *materials testing sub-consultant* will be available to provide material testing services for this project as a sub-consultant to COMPANY. Quality Assurance testing for asphalt and concrete may be completed at the discretion of COMPANY and CLIENT generally following IDOT QC/QA criteria.

6.0 Client Responsibilities

Information required to be provided by the CLIENT as part of this contract includes:

- A. Attend weekly project construction review/coordination meetings;
- B. Process Contractor Pay Request, after approved by Company;

7.0 Professional Services Fee

7.1 Fees

The fee for services will be based on COMPANY standard hourly rates current at the time the agreement is signed. These standard hourly rates are subject to change upon 30 days' written notice. Non salary expenses directly attributable to the project such as: (1) living and traveling expenses of employees when away from the home office on business connected with the project; (2) identifiable communication expenses; (3) identifiable reproduction costs applicable to the work; and (4) outside services will be charged in accordance with the rates current at the time the work is done.

7.2 Invoices

Invoices for COMPANY's services shall be submitted, on a monthly basis. Invoices shall be due and payable upon receipt. If any invoice is not paid within 15 days, COMPANY may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT, suspend or terminate the performance of services. The retainer shall be credited on the final invoice. Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event any portion of an account remains unpaid 60 days after the billing, COMPANY may institute collection action and the CLIENT shall pay all costs of collection, including reasonable attorney's fees.

7.3 Extra Work

Any work required but not included as part of this contract shall be considered extra work. Extra work will be billed on a Time and Material basis with prior approval of the CLIENT.

7.4 Exclusion

This fee does not include attendance at any meetings or public hearings other than those specifically listed in the Scope of Services. These work items are considered extra and are billed separately on an hourly basis.

7.5 Payment

The CLIENT AGREES to pay COMPANY on the following basis:

Time and material basis with a Not to Exceed fee of **\$211,985.00**.

ITEM	MAN-HOURS	LABOR COST	DIRECT COST (1)	SUB CONSULTING
2.1 Construction Observation				
Field Observation & Admin, Pre-Con. Mtg. (2)	1,652	\$ 195,733.00	\$ 6,252.00	
Material Testing: Sub-Consultant budgetary # for QA)	n/a			\$ 10,000.00
Subtotals:	1,652	\$ 195,733.00	\$ 6,252.00	\$ 10,000.00
Contract Total:			\$ 211,985.00	

(1) Direct Costs - Includes Postage, Mileage for meetings/Field Visits, & Plotting Costs. Details are available upon request.

(2) Construction Observation Services are based on estimated **148 Field Observation Days** (contractor working days) requiring two field construction engineers/technicians for part of season (40 days or 8 weeks) due to anticipated multiple construction crews working simultaneously. Also includes one (1) pre-construction meeting, weekly progress meetings with contractor, documentation and coordination efforts per Scope of Services.

8.0 Terms and Conditions

The following Terms and Conditions are incorporated into this Agreement and made a part of it.

8.1 Standard of Care

Services provided by COMPANY under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality.

8.2 Entire Agreement

This Agreement and its attachments constitute the entire understanding between CLIENT and COMPANY relating to COMPANY's services. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein are of no effect. Subsequent modifications or amendments to this Agreement shall be in writing and signed by the parties to this Agreement. If the CLIENT, its officers, agents, or employees request COMPANY to perform extra services pursuant to this Agreement, CLIENT will pay for the additional services even though an additional written agreement is not issued or signed.

8.3 Time Limit and Commencement of Services

This Agreement must be executed within ninety (90) days to be accepted under the terms set forth herein. The services will be commenced immediately upon receipt of this signed Agreement.

8.4 Suspension of Services

If the Project or the COMPANY'S services are suspended by the CLIENT for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this Agreement, the COMPANY shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the CLIENT shall compensate the COMPANY for expenses incurred as a result of the suspension and resumption of its services, and the COMPANY'S schedule and fees for the remainder of the Project shall be equitably adjusted.

If the COMPANY'S services are suspended for more than ninety (90) days, consecutive or in the aggregate, the COMPANY may terminate this Agreement upon giving not less than five (5) calendar days' written notice to the CLIENT.

If the CLIENT is in breach of this Agreement, the COMPANY may suspend performance of services upon five (5) calendar days' notice to the CLIENT. The COMPANY shall have no liability to the CLIENT and the CLIENT agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the CLIENT. Upon receipt of payment in full of all outstanding sums due from the CLIENT, or curing of such other breach which caused the COMPANY to suspend services, the COMPANY shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

8.5 Books and Accounts

COMPANY will maintain books and accounts of payroll costs, travel, subsistence, field, and incidental expenses for a period of five (5) years. Said books and accounts will be available at all reasonable times for examination by CLIENT at the corporate office of COMPANY during that time.

8.6 Insurance

COMPANY will maintain insurance for claims under the Worker's Compensation Laws, and from General Liability and Automobile claims for bodily injury, death, or property damage, and Professional Liability insurance caused by the negligent performance by COMPANY's employees of the functions and services required under this Agreement.

8.7 Termination or Abandonment

Either party has the option to terminate this Agreement. In the event of failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, then the obligation to provide further services under this Agreement may be terminated upon seven (7) days' written notice. If any portion of the services is terminated or abandoned by CLIENT, the provisions of this Schedule of Fees and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the services not terminated or abandoned. If said termination occurs prior to completion of any phase of the project, the fee for services performed during such phase shall be based on COMPANY's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse COMPANY for termination costs.

8.8 Waiver

COMPANY's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

8.9 Severability

If any provision of this Agreement is declared invalid, illegal, or incapable of being enforced by any Court of competent jurisdiction, all of the remaining provisions of this Agreement shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

8.10 Successors and Assigns

All of the terms, conditions, and provisions hereof shall inure to the benefit of and are binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this Agreement shall be made without written consent of the parties to this Agreement.

8.11 Third-Party Beneficiaries

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 CLIENT or the COMPANY. The COMPANY's services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against the COMPANY because of this Agreement or the performance or nonperformance of services hereunder. The CLIENT and COMPANY agree to require a similar provision in all contracts with contractors, subcontractors, sub-consultants, vendors and other entities involved in this project to carry out the intent of this provision.

8.12 Governing Law and Jurisdiction

The CLIENT and the COMPANY agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Illinois without regard to any conflict of law provisions, which may apply the laws of other jurisdictions.

It is further agreed that any legal action between the CLIENT and the COMPANY arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in the State of Illinois.

8.13 Dispute Resolution

Mediation. In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and COMPANY agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The CLIENT and COMPANY further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

8.14 Attorney's Fees

If litigation arises for purposes of collecting fees or expenses due under this Agreement, the Court in such litigation shall award reasonable costs and expenses, including attorney fees, to the party justly entitled thereto. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

8.15 Ownership of Instruments of Service

All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents including all documents on electronic media prepared by COMPANY as instruments of service shall remain the property of COMPANY. COMPANY shall retain these records for a period of five (5) years following completion/submission of the records, during which period they will be made available to the CLIENT at all reasonable times.

8.16 Reuse of Documents

All project documents including, but not limited to, plans and specifications furnished by COMPANY under this project are intended for use on this project only. Any reuse, without specific written verification or adoption by COMPANY, shall be at the CLIENT's sole risk, and CLIENT shall defend, indemnify and hold harmless COMPANY from all claims, damages and expenses including attorney's fees arising out of or resulting therefrom.

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by the COMPANY, and the COMPANY makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the COMPANY be liable for indirect or consequential damages as a result of the CLIENT's use or reuse of the electronic files.

8.17 Failure to Abide by Design Documents or To Obtain Guidance

The CLIENT agrees that it would be unfair to hold COMPANY liable for problems that might occur should COMPANY'S plans, specifications or design intents not be followed, or for problems resulting from others' failure to obtain and/or follow COMPANY'S guidance with respect to any errors, omissions, inconsistencies, ambiguities or conflicts which are detected or alleged to exist in or as a consequence of implementing COMPANY'S plans, specifications or other Instruments of Service. Accordingly, the CLIENT waives any claim against COMPANY, and agrees to defend, indemnify and hold COMPANY harmless from any claim for injury or losses that results from failure to follow COMPANY'S plans, specifications or design intent, or for failure to obtain and/or follow COMPANY'S guidance with respect to any alleged errors, omissions, inconsistencies,

ambiguities or conflicts contained within or arising as a result of implementing COMPANY'S plans, specifications or other Instruments of Service. The CLIENT also agrees to compensate COMPANY for any time spent and expenses incurred remedying CLIENT's failures according to COMPANY'S prevailing fee schedule and expense reimbursement policy.

8.18 Opinion of Probable Construction Cost

As part of the Deliverables, COMPANY may submit to the CLIENT an opinion of probable cost required to construct work recommended, designed, or specified by COMPANY, if required by CLIENT. COMPANY is not a construction cost estimator or construction contractor, nor should COMPANY'S rendering an opinion of probable construction costs be considered equivalent to the nature and extent of service a construction cost estimator or construction contractor would provide. This requires COMPANY to make a number of assumptions as to actual conditions that will be encountered on site; the specific decisions of other design professionals engaged; the means and methods of construction the contractor will employ; the cost and extent of labor, equipment and materials the contractor will employ; contractor's techniques in determining prices and market conditions at the time, and other factors over which COMPANY has no control. Given the assumptions which must be made, COMPANY cannot guarantee the accuracy of its opinions of cost, and in recognition of that fact, the CLIENT waives any claim against COMPANY relative to the accuracy of COMPANY'S opinion of probable construction cost.

8.19 Design Information in Electronic Form

Because electronic file information can be easily altered, corrupted, or modified by other parties, either intentionally or inadvertently, without notice or indication, COMPANY reserves the right to remove itself from its ownership and/or involvement in the material from each electronic medium not held in its possession. CLIENT shall retain copies of the work performed by COMPANY in electronic form only for information and use by CLIENT for the specific purpose for which COMPANY was engaged. Said material shall not be used by CLIENT or transferred to any other party, for use in other projects, additions to this project, or any other purpose for which the material was not strictly intended by COMPANY without COMPANY's express written permission. Any unauthorized use or reuse or modifications of this material shall be at CLIENT'S sole risk. Furthermore, the CLIENT agrees to defend, indemnify, and hold COMPANY harmless from all claims, injuries, damages, losses, expenses, and attorney's fees arising out of the modification or reuse of these materials.

The CLIENT recognizes that designs, plans, and data stored on electronic media including, but not limited to computer disk, magnetic tape, or files transferred via email, may be subject to undetectable alteration and/or uncontrollable deterioration. The CLIENT, therefore, agrees that COMPANY shall not be liable for the completeness or accuracy of any materials provided on electronic media after a 30 day inspection period, during which time COMPANY shall correct any errors detected by the CLIENT to complete the design in accordance with the intent of the contract and specifications. After 40 days, at the request of the CLIENT, COMPANY shall submit a final set of sealed drawings, and any additional services to be performed by COMPANY relative to the submitted electronic materials shall be subject to separate Agreement. The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the COMPANY and electronic files, the signed or sealed hard-copy construction documents shall govern.

8.20 Information Provided by Others

The CLIENT shall furnish, at the CLIENT's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. The COMPANY may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The COMPANY shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the CLIENT and/or the CLIENT's consultants and contractors.

COMPANY is not responsible for accuracy of any plans, surveys or information of any type including electronic media prepared by any other consultants, etc. provided to COMPANY for use in preparation of plans. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the COMPANY from any damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of or connected in any way with the services performed by other consultants engaged by the CLIENT.

COMPANY is not responsible for accuracy of topographic surveys provided by others. A field check of a topographic survey provided by others will not be done under this Agreement unless indicated in the Scope of Services.

8.21 Force Majeure

The CLIENT agrees that the COMPANY is not responsible for damages arising directly or indirectly from any delays for causes beyond the COMPANY's control. CLIENT agrees to defend, indemnify, and hold COMPANY, its consultants, agents, and employees harmless from any and all liability, other than that caused by the negligent acts, errors, or omissions of COMPANY, arising out of or resulting from the same. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in timely manner; failure of performance by the CLIENT or the CLIENT'S contractors or consultants; or discovery of any hazardous substances or differing site conditions. Severe weather disruptions include but are not limited to extensive rain, high winds, snow greater than two (2) inches and ice. In addition, if the delays resulting from any such causes increase the cost or time required by the COMPANY to perform its services in an orderly and efficient manner, the COMPANY shall be entitled to a reasonable adjustment in schedule and compensation.

8.22 Job Site Visits and Safety

Neither the professional activities of COMPANY, nor the presence of COMPANY'S employees and sub-consultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. COMPANY and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The CLIENT agrees that the General Contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the CLIENT'S AGREEMENT with the General Contractor. The CLIENT also agrees that the CLIENT, COMPANY and COMPANY'S consultants shall be indemnified and shall be made additional insureds on the General Contractor's and all subcontractor's general liability policies on a primary and non-contributory basis.

8.23 Hazardous Materials

CLIENT hereby understands and agrees that COMPANY has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at CLIENT's premises, or in connection with or related to this project with respect to which COMPANY has been retained to provide professional engineering services. The compensation to be paid COMPANY for said professional engineering services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold COMPANY, its officers, directors, employees, and consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, or consequential, including, but not limited to, attorney fees and Court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkalis, toxic chemicals, liquids gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

It is acknowledged by both parties that COMPANY'S scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event COMPANY or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of COMPANY'S services, COMPANY may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until the CLIENT retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrants that the job site is in full compliance with applicable laws and regulations.

Nothing contained within this Agreement shall be construed or interpreted as requiring COMPANY to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 et seq., as amended, or within any State statute governing the generation, treatment, storage, and disposal of waste.

8.24 Certificate of Merit

The CLIENT shall make no claim for professional negligence, either directly or in a third party claim, against COMPANY unless the CLIENT has first provided COMPANY with a written certification executed by an independent design professional currently practicing in the same discipline as COMPANY and licensed in the State in which the claim arises. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a design professional performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to COMPANY not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any judicial proceeding.

8.25 Limitation of Liability

In recognition of the relative risks and benefits of the Project to both the CLIENT and the COMPANY, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and sub-consultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorney's fees and costs and expert-witness fees and costs, so that the total aggregate liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and sub-consultants shall not exceed \$50,000.00, or the COMPANY'S total fee for services rendered on this Project, whichever is greater. 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.

8.26 Environmental Audits/Site Assessments

Environmental Audit/Site Assessment report(s) are prepared for CLIENT's sole use. CLIENT agrees to defend, indemnify, and hold COMPANY, its consultants, agents, and employees harmless against all damages, claims, expenses, and losses arising out of or resulting from any reuse of the Environmental Audit/Site Assessment report(s) without the written authorization of COMPANY.

8.27 Construction Observation

COMPANY shall visit the project at appropriate intervals (as described in the scope of services) during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. The CLIENT has not retained COMPANY to make detailed inspections or to provide exhaustive or continuous project review and observation services. COMPANY does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project.

If the CLIENT desires more extensive project observation or full-time project representation, the CLIENT shall request in writing such services be provided by COMPANY as Additional Services in accordance with the terms of the Agreement.

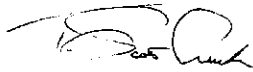
8.28 Municipal Advisor

The COMPANY is not a Municipal Advisor registered with the Security and Exchange Commission (SEC) as defined in the Dodd-Frank Wall Street Reform and Consumer Protection Act. When the CLIENT is a municipal entity as defined by said Act, and the CLIENT requires project financing information for the services performed under this Agreement, the CLIENT will provide the COMPANY with a letter detailing who their independent registered municipal advisor is and that the CLIENT will rely on the advice of such advisor. A sample letter can be provided to the CLIENT upon request.

This AGREEMENT is approved and accepted by the CLIENT and COMPANY upon both parties signing and dating the AGREEMENT. Work cannot begin until COMPANY receives a signed agreement. The effective date of the AGREEMENT shall be the last date entered below.

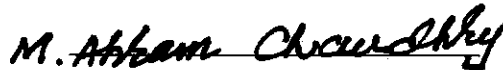
Sincerely,

HR GREEN, INC.



T. Scott Creech, P.E.

Approved by:



Printed/Typed Name: Akram Chaudhry, P.E.

Title: Principal

Date: 3/22/2019

Village of Hinsdale

Accepted by:

Printed/Typed Name:

Title:

Date:

J:\2018\180937\Admin\Proposal\ConstructionEng-Proposal\agl-032219-HRG_PSA(Exhibit-B)-ConstructionObs_2019Reconstruction-RFP1646.docx

**REQUEST FOR BOARD ACTION**
Community Development

AGENDA SECTION: First Reading – ZPS

SUBJECT: Special Use Permit for Driving School in the O-2 Limited Office District
Responsible Driver – 111 W. Chicago Ave. – Case A-05-2019

MEETING DATE: April 2, 2019

FROM: Chan Yu, Village Planner

Recommended Motion

Approve an Ordinance approving a special use permit for the provision of Automobile Driving Instruction Services in the O-2 Limited Office Zoning District at 111 W. Chicago Avenue - Responsible Driver

Background

The Village of Hinsdale has received an application from Mr. Bryan Kearney, the owner of Responsible Driver driving school, requesting approval for Special Use Permit to move from its current location at 7 N. Grant Street to 111 W. Chicago Avenue. A special use permit does not transfer and is location specific. Both addresses are located in the O-2 Limited Office District. 111 W. Chicago Avenue is the building/parcel immediately south of 7 N. Grant Street.

On February 20, 2018, the Village approved Mr. Kearney's text amendment application to allow driving schools as a special use in the O-2 District and special use permit (Attachment 6). The applicant explained to the Plan Commission on March 11, 2019, that he would like a smaller space and a long-term lease, and the solution is to move from the current 550 SF space into the proposed 410 SF space at 111 W. Chicago Avenue to conduct classes.

The proposed class schedule is:

August - May		June - July
Sun.	Mon. - Thurs.	Mon. - Thurs.
1 PM - 7 PM	4 PM - 8:30 PM	8-10 AM, 10-12 AM, 4-6 PM and 6-8 PM

Each class will have a maximum of 25 students. All students will stay inside the 410 SF classroom for the entire 2-hour class. For classroom sessions, students would be dropped off at the front building entrance on Chicago Avenue or parking lot behind the building. All behind-the-wheel lessons will be arranged through Responsible Driver's main location in La Grange. Students for behind-the-wheel lessons will also be picked up and dropped off at their home.

The applicant has stated that the building owner will allow access to both parking lots at 111 Chicago Avenue and the office building at 7 N. Grant Street (Attachment 5). Each parking lot has 10 spaces available. The instructional vehicle will be parked in the 111 Chicago Avenue parking lot at all times.

Discussion & Recommendation

At the Plan Commission (PC) special meeting on March 11, 2019, the applicant presented at the public hearing and reviewed the request and answered questions by the PC. There were no comments by the public at the hearing (Attachment 7).

The PC unanimously recommended approval for the special use permit as submitted, 7-0 (2 absent).

Village Board and/or Committee Action

N/A

Documents Attached

Draft Ordinance

1. Applicant Cover Letter, Special Use and Plan Commission Applications
2. Zoning Map Location of 111 W. Chicago Ave.
3. Birds Eye View of 111 W. Chicago Ave.
4. Street View of 111 W. Chicago Ave.
5. Parking Lot View for 111 Chicago Avenue and 7 N. Grant Street
6. Special Use Permit Ordinance O2018-04 for 7 N. Grant Street location
7. PC Public Hearing Transcript – March 11, 2019

VILLAGE OF HINSDALE

ORDINANCE NO. _____

**AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR THE PROVISION OF
AUTOMOBILE DRIVING INSTRUCTION SERVICES IN THE O-2 LIMITED OFFICE
ZONING DISTRICT AT 111 W. CHICAGO AVENUE – RESPONSIBLE DRIVER**

WHEREAS, an application (the "Application") seeking a special use permit to provide automobile driving instruction services in the O-2 Limited Office Zoning District, at property commonly known 111 W. Chicago Avenue (the "Subject Property") was filed by Responsible Driver (the "Applicant") with the Village of Hinsdale; and

WHEREAS, automobile driving instruction service uses are, following text amendments to Section 6-106 of the Hinsdale Zoning Code ("Zoning Code"), special uses in the O-2 Limited Office Zoning District; and

WHEREAS, on 02/14/2018, the Village approved Ordinance O2018-04, which granted the Applicant a Special Use Permit for the provision of Automobile Driving Instruction Services in the O-2 Limited Office Zoning District at 7 N. Grant Street, its current location; and

WHEREAS, the Applicant requests approval for a Special Use Permit to move from its current location at 7 N. Grant Street to the Subject Property located at 111 W. Chicago Avenue; and

WHEREAS, the Subject Property is legally described in **Exhibit A** attached hereto 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 Zoning Code, as amended; and

WHEREAS, on March 11, 2019, the Plan Commission held a public hearing on the Application pursuant to notice thereof properly published in *The Hinsdalean*. After considering all of the testimony and evidence presented at the public hearing, the Plan Commission recommended approval of the special use, by a vote of seven (7) in favor and none (0) opposed, with two (2) absent, as set forth in the Plan Commission's Findings and Recommendation for Plan Commission Case No. A-05-2019 ("Findings and Recommendation"), a copy of which is attached hereto as **Exhibit B** and made a part hereof; and

WHEREAS, the President and Board of Trustees of the Village have duly considered the Findings and Recommendation of the Plan Commission, and all of the materials, facts and circumstances affecting the Application, and find that the Application, with the conditions specified below, satisfies the standards set forth in Section 11-602 of the Zoning Code relating to special use permits.

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

Section 2: Adoption of Findings and Recommendation. The President and Board of Trustees of the Village of Hinsdale approve and adopt the findings and recommendation of the Plan Commission, a copy of which is attached hereto as **Exhibit B** and made a part hereof, and incorporate such findings and recommendation herein by reference as if fully set forth herein.

Section 3: Approval of a Special Use for Automobile Driving Instruction Services. The President and Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and the Zoning Code, hereby approve a special use permit for the establishment of a business offering automobile driving instruction services in the O-2 Limited Office Zoning District on the Subject Property located at 111 W. Chicago Avenue, Hinsdale, Illinois, legally described in **Exhibit A**.

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 the immediate rescission by the Board of Trustees of the approvals made in this Ordinance.

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

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

PASSED this _____ day of _____ 2019.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this _____ day of _____, 2019, and attested to by
the Village Clerk this same day.

Thomas K. Cauley, Jr., Village President

ATTEST:

Christine M. Bruton, Village Clerk

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

By: _____

Its: _____

Date: _____, 2019

EXHIBIT A

LEGAL DESCRIPTION

INSERT NEW LEGAL DESCRIPTION FOR 111 W. CHICAGO AVE.

LEGAL DESCRIPTION

The South 50 Feet of Lot 3 In Block 8 of Stough's Addition To Hinsdale, A Subdivision of The South Half of The Southwest Quarter of Section 1, Township 38 North, Range 11, East of The Third Principal Meridian, According To The Plat Thereof Recorded May 29, 1868 As Document 9593, In Dupage County, Illinois.

The legal description should be verified prior to use for any other purpose.

The property is located in DuPage County, Illinois in Downers Grove Township and is identified by the following tax identification number:

EXHIBIT B

**FINDINGS AND RECOMMENDATION
(ATTACHED)**

HINSDALE PLAN COMMISSION

RE: Case A-05-2019 – Applicant: Responsible Driver (driving school) – 111 W. Chicago Avenue (2nd floor)

Request: Special Use Permit to operate an automobile driving instruction school in the O-2 Limited Office Zoning District at 111 W. Chicago Ave.

DATE OF PLAN COMMISSION (PC) REVIEW: March 13, 2019

DATE OF BOARD OF TRUSTEES 1ST READING: April 2, 2019

FINDINGS AND RECOMMENDATION

I. FINDINGS

1. On March 11, 2019, the PC heard testimony from the applicant, the owner of Responsible Driver, Brian Kearney. He reviewed that he is essentially moving from his current location at 7 N. Grant Street to have a longer contract and utilize a smaller space at 111 W. Chicago Avenue. The square footage of the existing location is 550 SF and the new location is 410 SF. (Section 11-602(D))
2. A Commissioner commented that the new proposed space is a good location. (Section 11-602(E))
3. The applicant reviewed that they would utilize the same parking lot as the current location. The buildings are owned by the same and the parking lot is contiguous. (Section 11-602(E))
4. A Commissioner asked if the existing special use permit applies to 7 N. Grant Street. Chan, Village Planner, stated correct, the special use permit is for Responsible Driver only at 7 N. Grant Street. (Section 11-602(I))
5. There were no comments from the audience during the public comment period of the public hearing. A notice of this meeting was published in the Hinsdalean on February 21, 2019. (Section 11-602(D)(2))

II. RECOMMENDATIONS

Following a motion to recommend approval of the special use permit as submitted, the Plan Commission on a vote of 7-0 (2 absent), recommends that the President and Board of Trustees approve the application.

THE HINSDALE PLAN COMMISSION By: _____, Chairman

Dated this _____ day of _____, 2019.

Responsible Driving School
Chicago, Hinsdale
La Grange & Melrose Park
www.BeAResponsibleDriver.com



To: Village of Hinsdale

This letter is for purpose of changing the address of my current special permit use from 7 N. Grant St. to 111 W. Chicago Ave. to continue to conducting Responsible Driving School in the O-1 district. Please read below for a description about the business, a general business model and daily operations.

About the Business/Owner:

I started Responsible Driver in 2014 after working in the public high school system since 2006. Responsible driver currently has 3 locations La Grange, Melrose Park and Hinsdale. I am passionate about teaching and have created a curriculum that relates to this generation of students. As for my education, I have BA in Middle School/Secondary Education with a minor in Health & Driver Education. I have a MA in Instructional Leadership and currently hold a type 9 and type 75 certificates from the Illinois Board of Education. I have been teaching Driver Education for 12+ years. I am very familiar with the area currently living in Clarendon Hills.

Space Usage:

The space would be used to conduct driver education classes during non-school hours. Normally we have classes in the evening during the weekdays and on Sundays. During the months of August through May the hours of operations would be 4:00pm-8:30pm Monday through Thursday and Sunday from 1:00pm-7:00pm. The space will allow maximum student classes of 25 students per class session. However, a final decision of maximum class size and scheduling will be determined by the Village of Hinsdale codes, permits and regulations. Responsible Driver will reserve the right for maximum class size to the Village of Hinsdale codes and permits if necessary for the special use permit. The space would be limited to only the classroom portion of the course. The space will only include teaching devices, tables and chairs. Parents will drop off they child on Grant St. or the parking lot behind both 111 W. Chicago or 7 N. Grant St. This will be away from busier driving and though the surrounding areas. This space will not have visitors during non-classroom times as all meeting and walk-ins are arranged through our La Grange location. The space will be smaller than the current space (500 square feet to 410 square feet, creating less of an impact then the current special permit use.

An instructor will accompany all students at all times while use of the building. All liability for all students enrolled in the Driver Education course will be the responsibility of Responsible Driver. All students will stay inside the classroom for the entire two hours class unless accompanied by the instructor. Because of the late hours, the instructor of the classroom will stay with all students until they are picked off from their parents. All behind-the-wheel times will be arranged through Responsible Driver main location in La Grange. All Behind-the-Wheel lessons are done off-location as students are picked up and dropped off at their home. No driving instruction will be done on in the O-1 district. All of my employees are certified by Illinois Board of Education in Driver Education and Safety and currently work in high schools in the area.

The space would be Secretary of State Driver Education Services approved prior to start of service. The space will be inspected for proper use by the Secretary of State Driver Education Services twice per year. The classroom and vehicle for behind-the-wheel instruction must pass Illinois State testing and inspections every 6 months. The business will have proper insurance, surety bonded, licensing and will pass all village exceptions. Students will arrive to the classroom from the side of the building and exit the building once their parent arrives to ensure the neighborhood maintains property values and will not injurious the use of other properties in the area. The classroom will be used in the evening when other businesses in the building are normally closed. The space has proper lighting, heating and cooling and use of a washroom. The building is equipped for special needs students and has proper drainage, plumbing, snow removal and garbage removal.

Thank you for this discussion.
Sincerely,
Bryan Kearney



**VILLAGE
OF HINSDALE** FOUNDED IN 1873

**VILLAGE OF HINSDALE
COMMUNITY DEVELOPMENT
DEPARTMENT**

PLAN COMMISSION APPLICATION

I. GENERAL INFORMATION

Applicant

Name: RESPONSIBLE DRAWING SETTER
Address: 7 N. GRANT ST.
City/Zip: HINSDALE 60521
Phone/Fax: (630) 994 / 6700
E-Mail: Bkearny@BeAResponsibleDraw.com

Owner

Name: Bryan Kearney
Address: 7410 Brookdale Dr
City/Zip: Darien 60561
Phone/Fax: (630) 627 / 2876
E-Mail: SAME ←

Others, if any, involved in the project (i.e. Architect, Attorney, Engineer)

Name: _____
Title: _____
Address: _____
City/Zip: _____
Phone/Fax: (____) _____ / _____
E-Mail: _____

Name: _____
Title: _____
Address: _____
City/Zip: _____
Phone/Fax: (____) _____ / _____
E-Mail: _____

Disclosure of Village Personnel: (List the name, address and Village position of any officer or employee of the Village with an interest in the owner of record, the Applicant or the property that is the subject of this application, and the nature and extent of that interest)

- 1) _____
- 2) _____
- 3) _____

TABLE OF COMPLIANCE

Address of subject property: 111 W. CHICAGO AVE, WINSTON, IL 60091

The following table is based on the _____ Zoning District.

You may write "N/A" if the application does NOT affect the building/subject property.	Minimum Code Requirements	Existing Development	Proposed Development
			N/A
Lot Area (SF)			
Lot Depth			
Lot Width			
Building Height			
Number of Stories			
Front Yard Setback			
Corner Side Yard Setback			
Interior Side Yard Setback			
Rear Yard Setback			
Maximum Floor Area Ratio (F.A.R.)*			
Maximum Total Building Coverage*			
Maximum Total Lot Coverage*			
Parking Requirements			
Parking front yard setback			
Parking corner side yard setback			
Parking interior side yard setback			
Parking rear yard setback			
Loading Requirements			
Accessory Structure Information			

* Must provide actual square footage number and percentage.

Where any lack of compliance is shown, state the reason and explain the Village's authority, if any, to approve the application despite such lack of compliance: _____

II. SITE INFORMATION

Address of subject property: 111 W. CHICAGO AVE. HINSDALE, IL 60521

Property identification number (P.I.N. or tax number): _____ - _____ - _____ - _____

Brief description of proposed project: Classroom for Driver Education
classes. (moving buildings)

General description or characteristics of the site: _____

OFFICE USE

Existing zoning and land use: _____

Surrounding zoning and existing land uses:

North: 7 N. Gneiss 0-2

South: B-1

East: 0.2

West: 0-2

Proposed zoning and land use: _____

Please mark the approval(s) you are seeking and attach all applicable applications and standards for each approval requested:

- ☐ Site Plan Approval 11-604
 - ☐ Design Review Permit 11-605E
 - ☐ Exterior Appearance 11-606E
 - ☐ Special Use Permit 11-602E
Special Use Requested: _____
 - ☐ Map and Text Amendments 11-601E
Amendment Requested: _____
 - ☐ Planned Development 11-603E
 - ☐ Development in the B-2 Central Business District Questionnaire

CERTIFICATION

The Applicant certifies and acknowledges and agrees that:

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

On the 16, day of Jan, 2019, I/We have read the above certification, understand it, and agree to abide by its conditions.

Signature of applicant or authorized agent

Name of applicant or authorized agent

Signature of applicant or authorized agent

Name of applicant or authorized agent

SUBSCRIBED AND SWORN
to before me this 11th day of
January, 2018

Notary Public

SARAH E BOTKA
Official Seal
Notary Public - State of Illinois
My Commission Expires Oct 25, 2020



**VILLAGE
OF HINSDALE** FOUNDED IN 1873

**COMMUNITY DEVELOPMENT DEPARTMENT
SPECIAL USE PERMIT CRITERIA**

Must be accompanied by completed Plan Commission Application

Address of proposed request: 111 W. CHICAGO AVE., HINSDALE, IL 60521

Proposed Special Use request: EDUCATION

Is this a Special Use for a Planned Development? ☒ **No** ☐ **Yes** (If so this submittal also requires a completed Planned Development Application)

REVIEW CRITERIA

Section 11-602 of the Hinsdale Zoning Code regulates Special use permits. Standard for Special Use Permits: In determining whether a proposed special use permit should be granted or denied the Board of Trustees should be guided by the principle that its power to amend this Code is not an arbitrary one but one that may be exercised only when the public good demands or requires the amendment to be made. In considering whether that principle is satisfied in any particular case, the Plan Commission and Board of Trustees should weigh, among other factors, the below criteria Please respond to each criterion as it relates to the application. Please use an additional sheet of paper to respond to questions if needed.

FEES for a Special Use Permit: \$1,225 (must be submitted with application)

See Attached Documents for answer.

1. **Code and Plan Purposes.** The proposed use and development will be in harmony with the general and specific purposes for which this Code was enacted and for which the regulations of the district in question were established.
2. **No Undue Adverse Impact.** The proposed use and development will not have a substantial or undue adverse effect upon adjacent property, the character of the area, or the public health, safety, and general welfare.

Special Use Permit Criteria

Address of proposed request: 111 W. Chicago Ave. Hinsdale, Illinois (O-2 District)

*Current Special Permit Use: 7 N. Grant St. Hinsdale, Illinois (O-2 District)

Proposed Special Use Request: Responsible Driving School (Bryan Kearney-Owner)

1. Code and Plan Purposes:

I, Bryan Kearney, owner of Responsible Driver would like to change the address for my current special permit use to 111. W. Chicago Ave. to continue to conduct automobile driving instruction (8299) in the O-2 district for the community of Hinsdale and the surrounding areas. Everything would remain the same. The teen automobile private instruction will be Secretary of State Driver Education Services approved prior to start of service. The space would be required an inspection for proper use by the Illinois Secretary of State Driver Education Services three times per year. The classroom and vehicle for behind-the-wheel instruction must pass Illinois State testing and inspections every 6 months. The business will have proper insurance, surety bonded, properly licensed and will pass all village expectations. Students of the class would be dropped off at the location for class by a parent or guardian. Most of the area in the area could also walk or ride their bicycle. An instructor will always accompany all students while use of the building. All behind-the-wheel times will be arranged through Responsible Driver main location in La Grange. All Behind-the-Wheel lessons are done off-location as students are picked up and dropped off at their home. All my employees are certified by Illinois Board of Education in Driver Education and Safety and currently work in high schools in the area.

2. No Undue Adverse Impact:

This special permit use will not have a substantial or undue adverse effect upon adjacent property, the character of the area, or the public health, safety and general welfare. The special permit use will be used for educational proposes only. All behind-the-wheel or driving instructor will be done in the surrounding area. For all behind the wheel / driving instruction all students are picked up and dropped at their residents. The change in building will decrease the space from 500 square feet to 410 square feet making the change less of an impact.

3. No Interference with Surrounding Development:

There will be no interference with surrounding development are no construction will be necessary to the building or the space. Students will arrive to the classroom and exit the building once their parent arrives to ensure the neighborhood maintains property values and will not injurious the use of other properties in the area.

4. Adequate Public Facilities:

The business will not require additional public services and infrastructure. The proposed use adequately as the space will only be used for the classroom portion of the driver education course.

5. No Traffic Congestion:

Traffic would consist of parents dropping their child off for the classroom portion of the course. There will be two areas for parents to drop off their child. One area will be the parking lot east of the building through the alley. The second drop off area will be on Grant north of Chicago Avenue. This will ensure

the safety of all students away from Fullers Car Wash and Chicago Avenue. I predict some of the students would be walking or riding their bicycle to the location having less traffic most of the year.

6. No Destruction of Significant Features:

The special permit use will not destruction, loss, or damage of any natural, scenic, or historic feature of the space as the space will be used for the classroom portion only. All liability for all students enrolled in the Driver Education course will be the responsibility of Responsible Driver. All students will stay inside the classroom for the entire two hours class unless accompanied by the instructor. The instructor of the classroom will stay with all students until they are picked off from their parents or guardians.

7. Compliance with Standards:

The proposed use does comply with standards imposed for education services. Many tutor, test prep schools, music and dance businesses have all opened in the area. The business would use the same parking spaces at 111 W. Chicago Ave.

8. Special standards for specified special uses:

Not Applicable

9. Considerations

A. Considerations (Public Benefit)

The Village of Hinsdale and the surrounding area would benefit by this special permit use as there is no other business providing services in the area. Continuing to service the future drivers of Hinsdale. Automobile private instruction will benefit the community as better drivers in the area making safer street for the community. Private driver education business are shown statistically to have less students in accidents to comparison to public high school driver education. We will provide the adults and teens of Hinsdale and the surrounding areas a better educational experience with texting and driving computer simulations and guest speakers. Our company also works with Officer Coughlin from the Hinsdale Police Department to educate our drivers on obeying the law, speeding and drinking and driving. As the owner, I am passionate about teaching and have created a curriculum that relates to this generation of students. As for my education, I have BA in Middle School/Secondary Education with a minor in Health & Driver Education. I have a MA in Instructional Leadership and currently hold a type 9 and type 75 certificates from the Illinois Board of Education. I have been teaching Driver Education for 15+ years.

B. Considerations (Alternate locations)

111 W. Chicago Ave. has the same zoning at 7 N. Grant st. (O-2) and is an appropriate area for the safety of the students. Other business districts in the area has more traffic congestion and could be danger for students near major intersections in the area. Parents could use the same parking areas in the East Parking lot and Grant Street. Parents dropping off their child will not have traffic on Grant St. away from Grant Square other businesses (Walgreens, Kramer's) traffic congestion.

C. Considerations (Mitigation of adverse impacts)

All steps have been taken to minimize any adverse effects. There will be no construction and the space will be an open area design with tables, chairs and multimedia educational equipment. All landscaping and site design of the space will not change for this special permit use.

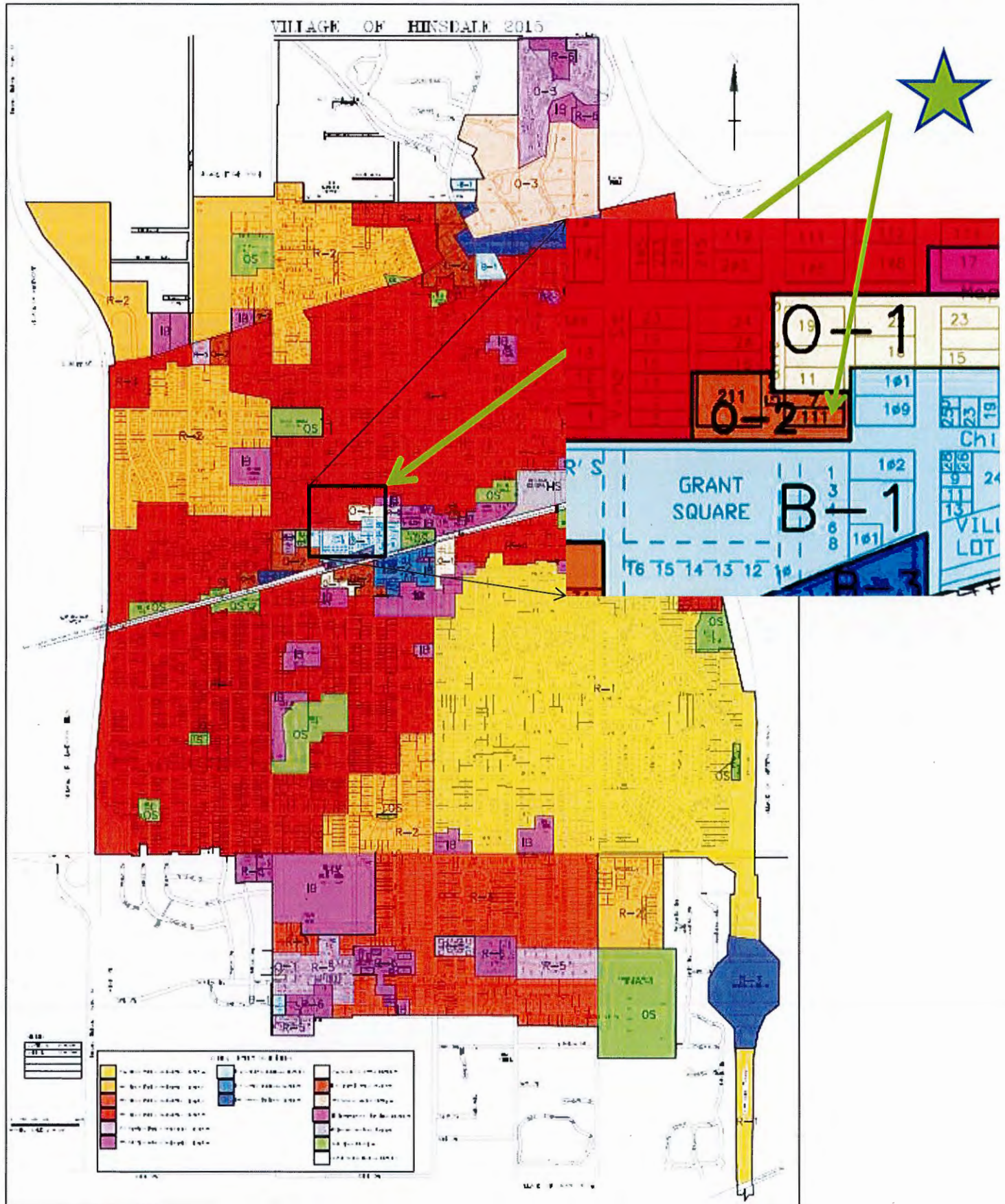
Thank You for Considering This Special Permit Request.

Bryan Kearney; Owner – Responsible Driving School

Bkearney@bearesponsibledriver.com

630-827-2876

Attachment 2: Village of Hinsdale Zoning Map and Project Location



Attachment 3: Birds Eye View of 111 W. Chicago Ave. (facing north)

Current Class Location
Proposed New Location

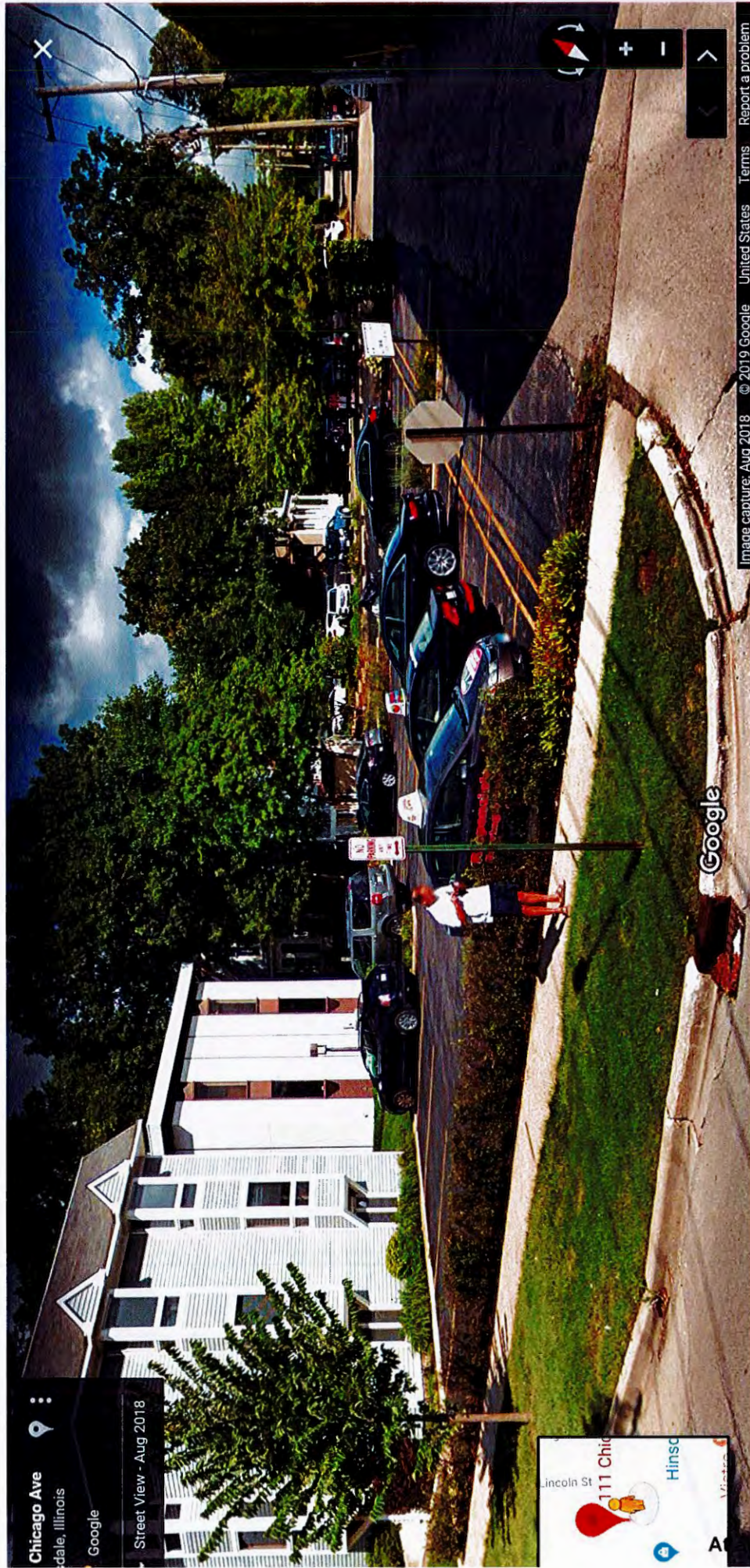


Attachment 4: Street View from Chicago Ave. (facing north)

111 Chicago Ave.



Attachment 5: Parking Lot View for 111 Chicago Ave. and 7 N. Grant St. (from Chicago Ave.)



VILLAGE OF HINSDALE**ORDINANCE NO. O2018-04****AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR THE PROVISION OF
AUTOMOBILE DRIVING INSTRUCTION SERVICES IN THE O-2 LIMITED OFFICE
ZONING DISTRICT AT 7 N. GRANT ST. – RESPONSIBLE DRIVER**

WHEREAS, an application (the "Application") seeking a special use permit to provide automobile driving instruction services in the O-2 Limited Office Zoning District, at property commonly known as 7 N. Grant St., 1st Floor (the "Subject Property") was filed by Responsible Driver (the "Applicant") with the Village of Hinsdale; and

WHEREAS, automobile driving instruction service uses are, following recent text amendments to Section 6-106 of the Hinsdale Zoning Code ("Zoning Code"), special uses in the O-2 Limited Office Zoning District; and

WHEREAS, the Subject Property is legally described in Exhibit A attached hereto 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 Zoning Code, as amended; and

WHEREAS, on January 10, 2018, the Plan Commission held a public hearing on the Application pursuant to notice thereof properly published in *The Hinsdalean*. After considering all of the testimony and evidence presented at the public hearing, the Plan Commission recommended approval of the special use, by a vote of eight (8) in favor and none (0) opposed, with one (1) absent, as set forth in the Plan Commission's Findings and Recommendation for Plan Commission Case No. A-38-2017 ("Findings and Recommendation"), a copy of which is attached hereto as Exhibit B and made a part hereof; and

WHEREAS, the President and Board of Trustees of the Village have duly considered the Findings and Recommendation of the Plan Commission, and all of the materials, facts and circumstances affecting the Application, and find that the Application, with the conditions specified below, satisfies the standards set forth in Section 11-602 of the Zoning Code relating to special use permits.

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

Section 2: Adoption of Findings and Recommendation. The President and Board of Trustees of the Village of Hinsdale approve and adopt the findings and

recommendation of the Plan Commission, a copy of which is attached hereto as **Exhibit B** and made a part hereof, and incorporate such findings and recommendation herein by reference as if fully set forth herein.

Section 3: Approval of a Special Use for Automobile Driving Instruction Services. The President and Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and the Zoning Code, hereby approve a special use permit for the establishment of a business offering automobile driving instruction services in the O-2 Limited Office Zoning District on the Subject Property located at 7 N. Grant St., Hinsdale, Illinois, legally described in **Exhibit A**.

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 the immediate rescission by the Board of Trustees of the approvals made in this Ordinance.

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

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

PASSED this 15th day of February 2018.

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

NAYS: None

ABSENT: None

APPROVED by me this 15th day of February, 2018, and attested to by the Village Clerk this same day.



Christine M. Bruton, Village Clerk

Thomas K. Cauley, Jr.
Thomas K. Cauley, Jr., Village President

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

By: Bryan Kearney

Its: Bj15

Date: 2/14, 2018

EXHIBIT A

LEGAL DESCRIPTION

LOT 3 (EXCEPT THE NORTH 65 FEET THEREOF AND EXCEPT THE SOUTH 50 FEET THEREOF) IN BLOCK 8 OF STOUGH'S ADDITION TO THE TOWN OF HINSDALE, BEING A SUBDIVISION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 29, 1868 AS DOCUMENT 9593, IN RECORDERS OFFICE IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 09-01-330-004

COMMONLY KNOWN AS: 7 N. GRANT ST., 1ST FLOOR, HINSDALE, IL 60521

EXHIBIT B

**FINDINGS AND RECOMMENDATION
(ATTACHED)**

HINSDALE PLAN COMMISSION

RE: Case A-38-2017 – Applicant: Responsible Driver (driving school) – 7 N. Grant Street (lower level)

Request: Text Amendment to Section 6-106 ("Special Uses"), to allow automobile driving instruction as a Special Use in O-2 Limited Office Zoning Districts, and a concurrent Special Use Permit to operate an automobile driving instruction school at 7 N. Grant Street (lower level)

DATE OF PLAN COMMISSION (PC) REVIEW: January 10, 2018

DATE OF BOARD OF TRUSTEES 1ST READING: February 6, 2018

FINDINGS AND RECOMMENDATION

I. FINDINGS

1. On January 10, 2018, the PC heard testimony from the applicant, the owner of Responsible Driver, Brian Kearney. He reviewed the driving school history, including its current location at 700 E. Ogden Avenue, in Westmont IL., and stated that has been teaching driver's education for three years. Mr. Kearney also reviewed the subject property for the proposed location at 7 N. Grant Street, at the lower level, as he described as a basement area. The square footage is approximately 550 SF, 400 SF of which will be dedicated for the classroom, and 150 SF for an office.
2. The applicant reviewed the parking, and stated there are 11 spaces behind the building, and an additional 5 to 8 spots in the front, parallel to the building for student drop off. Of the 11 spaces, he stated that Responsible Driver is guaranteed for 9 spaces. Mr. Kearney also referenced that the 7 N. Grant Street building owner also owns the building immediately south, 111 W. Chicago Avenue, and has offered additional parking spaces if necessary. The parking lots are contiguous between 7 N. Grant Street and 111 W. Chicago Avenue.
3. The Plan Commission Chairman asked the Village Planner to clarify if the Board of Trustees recommendation is for 1 space for every 250 SF of tenant space for driving schools. The Village Planner stated correct, the Code does not regulate parking spaces for driving schools; however, the Village Board recommended 1 space/250 SF to be consistent with similar uses in the Code. To that end, the applicant is required to have 2 parking spaces, and meets the requirement as presented.
4. Commissioner Crnovich asked the applicant if he has plans for a bike rack. The applicant stated yes, but it is contingent on the building owner's support. If so, the bike rack would be installed on the north side of the building near the entrance. Commissioner Crnovich reiterated that she supports a bike rack at the subject property. The applicant stated that he agrees.
5. There were no comments from the audience during the public comment period of the public hearing.

II. RECOMMENDATIONS

Following a motion to recommend approval of the text amendment application as presented, and the concurrent special use permit, with the recommendation to provide a bike rack for the building, the Plan Commission, on a vote of 8-0 (1 absent), recommends that the President and Board of Trustees approve the application.

THE HINSDALE PLAN COMMISSION By:

Stephen J. Cochran, Chairman

Dated this 14 day of February, 2018.

STATE OF ILLINOIS)
) ss.
 COUNTY OF DU PAGE)

BEFORE THE VILLAGE OF HINSDALE
 PLAN COMMISSION

In the Matter of:)
)
 Case A-05-2019 - 111 W. Chicago Avenue,)
 2nd Floor, Responsible Driver - Special)
 Use Permit for driving school)
 (Requesting to relocate form its current)
 location at 7 N. Grant St.)

REPORT OF PROCEEDINGS had and testimony
 taken at the public hearing of the above-
 entitled matter before the Hinsdale Plan
 Commission at 19 East Chicago Avenue, Hinsdale,
 Illinois, on the 11th day of March, 2019, at the
 hour of 7:32 p.m.

BOARD MEMBERS PRESENT:

MR. STEPHEN CASHMAN, Chairman;
 MS. JULIE CRNOVICH, Member;
 MS. ANNA FIASCONE, Member;
 MR. GERALD JABLONSKI, Member;
 MR. JIM KRILLENBERGER, Member;
 MR. SCOTT PETERSON, Member;
 MR. TROY UNELL, Member.

1 ALSO PRESENT:

2 MR. CHAN YU, Village Planner;

3 MR. BRIAN KEARNEY, Responsible Driver.

4 * * *

5 CHAIRMAN CASHMAN: Then the next item

6 is a public hearing. This is for Case A-05-2019

7 for 111 West Chicago Avenue, 2nd floor,

8 Responsible Driver. This is a special use

9 permit for a driving school requesting to

10 relocate from its current location at 7 North

11 Grant Street.

12 All those wishing to make public

13 comment tonight will be sworn in.

14 (Mr. Brian Kearney sworn.)

15 CHAIRMAN CASHMAN: Welcome.

16 MR. KEARNEY: How are you?

17 CHAIRMAN CASHMAN: Good. How are you?

18 MR. KEARNEY: Good.

19 I'm the owner of Responsible

20 Driver. We are currently at 7 North Grant

21 Street. We are basically moving over a building

22 just to have a longer term contract to stay in

1 the area and a smaller space, which will

2 decrease the student size as well.

3 So if you have any other questions,

4 I'm open for anything.

5 CHAIRMAN CASHMAN: Any questions by the

6 Commissioners? How long ago was it when you --

7 MR. KEARNEY: Last year.

8 CHAIRMAN CASHMAN: I thought it was a

9 year. So a year ago exactly?

10 MR. KEARNEY: It started to be a little

11 hassle because it's a bigger space, so I wanted

12 more of a long-term deal, so the only option was

13 to move over.

14 CHAIRMAN CASHMAN: You didn't have to

15 move very far?

16 MR. KEARNEY: No. No. I just have to

17 lug everything next door.

18 CHAIRMAN CASHMAN: Out one door and in

19 the next.

20 MR. KEARNEY: Yes.

21 MS. CRNOVICH: That's a good location.

22 MR. KEARNEY: Yes. It's the same

1 parking because we used the parking over there.

2 We actually have the two spots right next to the

3 alley in Fuller's already. So we already use

4 the parking spots so nothing is going to change

5 in the parking or that.

6 MR. KRILLENBERGER: I see your cars all

7 over the place. Business seems to be good.

8 MR. KEARNEY: Yes. It's been good. It

9 was a nice move from Westmont so --

10 MR. KRILLENBERGER: Good.

11 CHAIRMAN CASHMAN: Anna?

12 MS. FIASCONE: No questions.

13 MS. CRNOVICH: No questions.

14 CHAIRMAN CASHMAN: Jerry?

15 MR. JABLONSKI: I only have one

16 question, Chan.

17 MR. KEARNEY: Sure.

18 MR. JABLONSKI: Not really for you.

19 It's a technicality, what's going on here.

20 The old special use permit was for

21 Responsible Driver at 7 North?

22 MR. CHAN: Right.

1 MR. JABLONSKI: Not for the building

2 7 North, just for one user at 7 North; correct?

3 MR. YU: Correct.

4 MR. JABLONSKI: So we don't need to

5 invalidate anything?

6 MR. YU: Right. Well, the special use

7 permit is only for --

8 MR. JABLONSKI: Only for Responsible

9 Driver?

10 MR. YU: Right.

11 MR. JABLONSKI: I'm good.

12 CHAIRMAN CASHMAN: Scott?

13 MR. PETERSON: Good.

14 MR. KRILLENBERGER: No questions.

15 MR. UNELL: I reviewed it. I'm good

16 with it.

17 MR. KEARNEY: All right. Thank you

18 very much.

19 CHAIRMAN CASHMAN: Do I have a motion

20 to approve Case A-05-2019 for a special use

21 permit for a driving school to relocate to

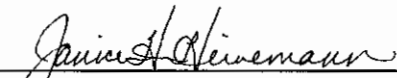
22 111 West Chicago Avenue on the 2nd floor?

1 MR. KRILLENBERGER: I will so motion.
2 MR. JABLONSKI: Second.
3 MR. KRILLENBERGER: Aye.
4 MR. PETERSON: Aye.
5 MR. JABLONSKI: Aye.
6 CHAIRMAN CASHMAN: Aye.
7 MS. CRNOVICH: Aye.
8 MS. FIASCONE: Aye.
9 * * *

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STATE OF ILLINOIS)
) ss.
COUNTY OF DU PAGE)

I, JANICE H. HEINEMANN, CSR, RDR, CRR,
do hereby certify that I am a court reporter
doing business in the State of Illinois, that I
reported in shorthand the testimony given at the
hearing of said cause, and that the foregoing is
a true and correct transcript of my shorthand
notes so taken as aforesaid.



Janice H. Heinemann CSR, RDR, CRR
License No. 084-001391

1	Jerry [1] - 4:14	Scott [1] - 5:12
111 [1] - 5:22	K	second [1] - 6:2
2	KEARNEY [3] - 4:8, 4:17, 5:17	see [1] - 4:6
2nd [1] - 5:22	KRILLENBERGER [5] - 4:6, 4:10, 5:14, 6:1, 6:3	special [3] - 4:20, 5:6, 5:20
7	M	spots [2] - 4:2, 4:4
7 [3] - 4:21, 5:2	M	T
A	motion [2] - 5:19, 6:1	technicality [1] - 4:19
A-05-2019 [1] - 5:20	move [1] - 4:9	two [1] - 4:2
alley [1] - 4:3	MR [23] - 4:6, 4:8, 4:10, 4:15, 4:17, 4:18, 4:22, 5:1, 5:3, 5:4, 5:6, 5:8, 5:10, 5:11, 5:13, 5:14, 5:15, 5:17, 6:1, 6:2, 6:3, 6:4, 6:5	U
Anna [1] - 4:11	MS [4] - 4:12, 4:13, 6:7, 6:8	UNELL [1] - 5:15
approve [1] - 5:20	N	user [1] - 5:2
Avenue [1] - 5:22	need [1] - 5:4	W
aye [3] - 6:4, 6:6, 6:7	next [1] - 4:2	West [1] - 5:22
Aye [3] - 6:3, 6:5, 6:8	nice [1] - 4:9	Westmont [1] - 4:9
B	North [3] - 4:21, 5:2	Y
building [1] - 5:1	nothing [1] - 4:4	YU [3] - 5:3, 5:6, 5:10
business [1] - 4:7	O	
C	old [1] - 4:20	
cars [1] - 4:6	one [2] - 4:15, 5:2	
Case [1] - 5:20	P	
CASHMAN [5] - 4:11, 4:14, 5:12, 5:19, 6:6	parking [4] - 4:1, 4:4, 4:5	
CHAIRMAN [5] - 4:11, 4:14, 5:12, 5:19, 6:6	permit [3] - 4:20, 5:7, 5:21	
Chan [1] - 4:16	PETERSON [2] - 5:13, 6:4	
CHAN [1] - 4:22	place [1] - 4:7	
change [1] - 4:4	Q	
Chicago [1] - 5:22	questions [3] - 4:12, 4:13, 5:14	
correct [2] - 5:2, 5:3	R	
CRNOVICH [2] - 4:13, 6:7	really [1] - 4:18	
D	relocate [1] - 5:21	
Driver [2] - 4:21, 5:9	Responsible [2] - 4:21, 5:8	
driving [1] - 5:21	reviewed [1] - 5:15	
F	S	
FIASCONI [2] - 4:12, 6:8	school [1] - 5:21	
floor [1] - 5:22		
Fuller's [1] - 4:3		
I		
invalidate [1] - 5:5		
J		
JABLONSKI [8] - 4:15, 4:18, 5:1, 5:4, 5:8, 5:11, 6:2, 6:5		

AGENDA SECTION: Consent – ACA
SUBJECT: Accounts Payable-Warrant #1666
MEETING DATE: April 2, 2019
FROM: Darrell Langlois, Assistant Village Manager/Finance Director

Recommended Motion

Move to approve payment of the accounts payable for the period of March 20, 2019 through April 2, 2019 in the aggregate amount of \$532,970.45 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 #1666 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 #1666

VILLAGE OF HINSDALE

ACCOUNTS PAYABLE WARRANT REGISTER #1666

FOR PERIOD March 20, 2019 through April 2, 2019

The attached Warrant Summary by Fund and Warrant Register listing TOTAL DISBURSEMENTS FOR ALL FUNDS of \$532,970.45 reviewed and approved by the below named officials.

APPROVED BY  DATE 3/28/19
VILLAGE TREASURER/ASSISTANT VILLAGE MANAGER

APPROVED BY  DATE 3/28/19
VILLAGE MANAGER

APPROVED BY _____ DATE _____
VILLAGE TRUSTEE

Village of Hinsdale
#1666
Summary By Fund

Account By Fund	Fund	REVENUES		EXPENSES
		REVENUES	EXPENSES	
General Fund	10000	108,753.13	171,575.28	280,328.41
Water & Sewer Operations	61061	40,473.68	-	40,473.68
Escrow Funds	72100	16,600.00	-	16,600.00
Payroll Revolving Fund	79000	7,780.07	187,788.29	195,568.36
Library Operating Fund	99000	37.30	-	37.30
Total		173,644.18	359,363.57	532,970.45

Village of Hinsdale
Schedule of Bank Wire Transfers and ACH Payments
1666

DATE	DESCRIPTION	ACCOUNT	AMOUNT
------	-------------	---------	--------

Electronic Federal Tax Payment Systems			
3/22/2019	Village Payroll #6 - Calendar 2019	FWH/FICA/Medicare	\$ 88,635.59
Illinois Department of Revenue			
3/22/2019	Village Payroll #6 - Calendar 2019	State Tax Withholding	\$ 18,419.31
ICMA - 457 Plans			
3/22/2019	Village Payroll #6 - Calendar 2019	Employee Withholding	\$ 17,382.17
HSA PLAN CONTRIBUTION			
3/22/2019	Village Payroll #6 - Calendar 2019	Employer/Employee Withholding	\$ 1,273.42
Intergovernmental Personnel Benefit Cooperative		Employee Insurance	\$ 171,575.28
Illinois Municipal Retirement Fund		Employer/Employee	\$ 62,077.80
Total Bank Wire Transfers and ACH Payments			<u>\$ 359,363.57</u>

ipbc-general	171,575.28
payroll	<u>187,788.29</u>
	359,363.57

WARRANT REGISTER: 1666

DATE: 04/02/19

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
BMO HARRIS BANK N.A.			
225589	T-BALL STORAGE-AMAZON	FEB2019	\$205.14
225590	T-BALL EQUIP-AMAZON	FEB2019	\$19.40
225591	T-BALL EQUIP-AMAZON	FEB2019	\$25.98
225592	INTERNAL HARD DRIVE	FEB2019	\$549.95
225593	DUOMEIQI 4G MEMORY	FEB2019	\$16.09
225594	POWER SEALED BATTERY	FEB2019	\$27.99
225595	PARKING WASH/FRANKLIN	FEB2019	\$16.00
225596	MEMORY BURST SSD	FEB2019	\$92.97
225597	COMPUTER CORDS	FEB2019	\$61.45
225598	LAPTOP MEMORY MODULE	FEB2019	\$14.49
225599	IPHONE CASE	FEB2019	\$10.99
225600	3 HOLE PUNCH	FEB2019	\$152.78
225601	LAPTOP COMPUTER	FEB2019	\$457.58
225602	TIGER CREDIT	FEB2019	\$41.60-
225603	IPHONE CASE	FEB2019	\$10.98
225604	MINI DISPLAY PORT HDMI	FEB2019	\$26.97
225605	NEWGEAR 8-PORT	FEB2019	\$129.99
225606	LAPTOP SHOULDER BAG	FEB2019	\$34.95
225607	MITEL 5320 IP PHONE	FEB2019	\$55.99
225608	ILIPRA.ORG	FEB2019	\$165.00
225609	DUCOMM MEETING	FEB2019	\$86.17
225610	NEWS	FEB2019	\$0.99
225611	OFFICE SUPPLIES	FEB2019	\$157.95
225612	SUBSCRIPTION	FEB2019	\$5.00
225613	COFFEE	FEB2019	\$385.00
225614	CHARGING CABLES-IPAD/PHON	FEB2019	\$59.97
225615	CANON CAMERA CORD	FEB2019	\$69.95
225616	LED LIGHT BULBS	FEB2019	\$15.99
225617	CLEANING SUPPLIES	FEB2019	\$73.65
225618	CLEANING SUPPLIES	FEB2019	\$9.31
225619	CLEANING SUPPLIES	FEB2019	\$51.08
225620	CLEANING SUPPLIES	FEB2019	\$24.58
225621	CLEANING SUPPLIES	FEB2019	\$14.78
225622	CLEANING SUPPLIES	FEB2019	\$46.95
225623	CLEANING SUPPLIES	FEB2019	\$14.33
225624	CLEANING SUPPLIES	FEB2019	\$35.06
225625	COMPUTER POWER CORD	FEB2019	\$6.99
225626	TEST REFILL TEST KITS	FEB2019	\$59.24
225627	MEAL-COLD SHIFT	FEB2019	\$118.44
225628	SODA SWEARING IN	FEB2019	\$4.32
225629	SWEARING IN	FEB2019	\$99.47
225630	VBOT MTG-BALDINELLI	FEB2019	\$48.18
225631	MANUAL TRAFFRIC CONTROL	FEB2019	\$68.48
225632	WATER RESCUE BAGS	FEB2019	\$40.90
225633	EACH SQUAD RESCUE BAGS	FEB2019	\$269.29
225634	HANZEL/DUDEK MEMBER-COSTC	FEB2019	\$45.00
225635	TESTING VEHICLE ONLINE	FEB2019	\$40.00

WARRANT REGISTER: 1666

DATE: 04/02/19

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
225636	E85 EXTRICATION TOOLS	FEB2019	\$722.45
225637	LAPTOP OEM OPERATIONS	FEB2019	\$457.58
225638	SHELL OIL-E85 GAS	FEB2019	\$86.00
225639	SHELL GAS-M84 GAS	FEB2019	\$39.41
225640	SHELL CREDIT	FEB2019	\$0.39-
225641	SHELL CREDIT	FEB2019	\$0.86-
225642	HARRISON REPLACE FILTER	FEB2019	\$81.14
225643	MAJEWSKI PREP/TRNG DRONE	FEB2019	\$249.00
225644	MOBILE BROADBAND	FEB2019	\$25.99
225645	LAZ PARKING	FEB2019	\$42.00
225646	CHARGER FOR COMPUTER	FEB2019	\$19.94
225647	ACRYLIC SHEET	FEB2019	\$25.04
225648	2018 ICC FIRE CODE CLASS	FEB2019	\$640.00
225649	OT PLOW MEAL-YORK	FEB2019	\$21.39
225650	STAFF DEVELOPMENT	FEB2019	\$45.00
225651	IAMMA-MENDOZA	FEB2019	\$75.00
225652	BATTERIES ROTARY CLOCK	FEB2019	\$85.49
225653	ICSC-DUES WAGNER	FEB2019	\$100.00
225654	MEETING 2/7/19	FEB2019	\$86.62
225655	RETAIL REAL EST-MARTSCH	FEB2019	\$95.00
225656	USPS-MAIL	FEB2019	\$6.99
225657	VBOT MTG	FEB2019	\$45.55
225658	NEPELRA-MEMBERSHIP-EMILY	FEB2019	\$230.00

Total for Check: 117307

\$7,062.50

* NOTE: Overflow check number 117308 processed

TOSHIBA FINANCIAL SERVICE

225659	FEB LEASE-SCHAH24813	379031511	\$193.13
225659	FEB LEASE-SCHAH24813	379031511	\$82.77
225660	FEB LEASE-SCHHG21157-PD	379031511	\$412.65
225661	FEB LEASE-SCHKG22685	379031511	\$275.90

Total for Check: 117310

\$964.45

AFLAC-FLEXONE

225741	AFLAC OTHER	032219000000000	\$292.86
225742	ALFAC OTHER	032219000000000	\$259.61
225743	AFLAC SLAC	032219000000000	\$412.83

Total for Check: 117312

\$965.30

NATIONWIDE RETIREMENT SOL

225736	USCM/PEBSO	032219000000000	\$97.32
225737	USCM/PEBSO	032219000000000	\$725.00

Total for Check: 117313

\$822.32

NATIONWIDE TRUST CO.FSB

225744	PEHP REGULAR	032219000000000	\$2,305.33
225745	PEHP UNION 150	032219000000000	\$376.69
225746	PEHPPD	032219000000000	\$522.44

Total for Check: 117314

\$3,204.46

VOID 117309

VOID 117311

Run date: 28-MAR-19

Village of Hinsdale

Page: 3

WARRANT REGISTER: 1666

DATE: 04/02/19

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
STATE DISBURSEMENT UNIT			
225747	CHILD SUPPORT	032219000000000	\$230.77
Total for Check: 117315			\$230.77
STATE DISBURSEMENT UNIT			
225748	CHILD SUPPORT	032219000000000	\$672.45
Total for Check: 117316			\$672.45
STATE DISBURSEMENT UNIT			
225749	CHILD SUPPORT	032219000000000	\$91.50
Total for Check: 117317			\$91.50
STATE DISBURSEMENT UNIT			
225750	CHILD SUPPORT	032219000000000	\$102.44
Total for Check: 117318			\$102.44
V.O.H. FLEX BENEFITS			
225738	MEDICAL REIMBURSEMENT	032219000000000	\$456.56
225739	MEDICAL REIMBURSEMENT	032219000000000	\$642.90
225740	DEP CARE REIMBURSEMENT	032219000000000	\$208.33
Total for Check: 117319			\$1,307.79
VSP ILLINOIS - 30048087			
225734	VSP SINGLE ALLEMPLOYEES	032219000000000	\$113.04
225735	VSP FAMILY ALL EMPLOYEES	032219000000000	\$270.00
Total for Check: 117320			\$383.04
AIRYS INC			
225679	EMERG REP-WATER MAIN	22935	\$10,648.93
225680	EMERG REP WATER MAIN	22928	\$5,025.24
225681	EMERG REP-WATER MAIN	22933	\$8,011.60
Total for Check: 117322			\$23,685.77
ALEXANDER EQUIPMENT			
225689	TOOLS-PARKS SAW	152455	\$515.95
Total for Check: 117323			\$515.95
ALISON BROTHEN			
225588	PETTY CASH-MAR19	MAR2019	\$57.35
225588	PETTY CASH-MAR19	MAR2019	\$323.44
225588	PETTY CASH-MAR19	MAR2019	\$77.77
225588	PETTY CASH-MAR19	MAR2019	\$9.25
225588	PETTY CASH-MAR19	MAR2019	\$20.00
225588	PETTY CASH-MAR19	MAR2019	\$82.78
225588	PETTY CASH-MAR19	MAR2019	\$107.00
225588	PETTY CASH-MAR19	MAR2019	\$53.52
225588	PETTY CASH-MAR19	MAR2019	\$2.43

VOID 117321

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DATE: 04/02/19

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
		Total for Check: 117324	\$733.54
AMERICAN EXPRESS			
225762	VAST CONFERENCE	MAR2019	\$4.61
225763	VAST CONFERENCE	MAR2019	\$11.30
225764	VAST CONFERENCE	MAR2019	\$3.26
225765	VAST CONFERENCE	MAR2019	\$10.49
225766	VAST CONFERENCE	MAR2019	\$2.54
225767	VAST CONFERENCE	MAR2019	\$10.01
225768	VAST SUBSCRIPTION	MAR2019	\$13.03
225769	REALTY TRAC	MAR2019	\$49.95
225770	VIMEO PLUS+ VIDEO SVC	MAR2019	\$59.95
225771	VAST CONFERENCE	MAR2019	\$3.60
225772	VAST CONFERENCE	MAR2019	\$6.91
225773	ITUNES.COM	MAR2019	\$0.99
225774	SURVEY MONKEY.COM	MAR2019	\$35.00
225775	CASH BACK	MAR2019	\$0.90-
		Total for Check: 117325	\$210.74
AT & T			
225662	VEECK PARK-2-14 TO 3-13	63032338639258	\$254.64
		Total for Check: 117326	\$254.64
ATLAS RESTORATION			
225776	CONT BD-944 S MONROE	26974	\$600.00
		Total for Check: 117327	\$600.00
AXON ENTERPRISES, INC			
225752	TASER HOLSTER-SMITH	PO#3-12-19	\$78.00
		Total for Check: 117328	\$78.00
BART INDUSTRIES			
225778	CONT BD-556 N COUNTY LINE	24753	\$10,000.00
		Total for Check: 117329	\$10,000.00
BART INDUTERIES			
225777	ST MGMT-556 COUNTY LINE	24752	\$3,000.00
		Total for Check: 117330	\$3,000.00
BRITE			
225569	VIGILANT SOFTWARE	INV15183	\$8,900.00
		Total for Check: 117331	\$8,900.00
BSN SPORTS INC.			
225663	T-BALL BATTING TEES	904627794	\$79.96
		Total for Check: 117332	\$79.96
BURR RIDGE LIGHTING			

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
225664	PLOW DAMAGE-LIGHTS	32442	\$782.00
225665	PLOW DAMAGE-BULBS	32407	\$56.00
Total for Check: 117333			\$838.00
BURRIS EQUIPMENT CO			
225690	KUBOTA & AERATOR INSPECT	SS24581	\$448.45
Total for Check: 117334			\$448.45
CALL ONE			
225580	PHONE CHARGES-MAR	1213105-1136113	\$690.58
225580	PHONE CHARGES-MAR	1213105-1136113	\$1,245.85
225580	PHONE CHARGES-MAR	1213105-1136113	\$265.19
225580	PHONE CHARGES-MAR	1213105-1136113	\$58.45
225580	PHONE CHARGES-MAR	1213105-1136113	\$137.62
225580	PHONE CHARGES-MAR	1213105-1136113	\$58.45
225580	PHONE CHARGES-MAR	1213105-1136113	\$330.23
225580	PHONE CHARGES-MAR	1213105-1136113	\$193.93
225580	PHONE CHARGES-MAR	1213105-1136113	\$2,203.15
Total for Check: 117335			\$5,183.45
CARROLL DISTRIBUTING			
225751	POLE FOR LPR SEC IMPROVE	LE041236	\$36.57
Total for Check: 117336			\$36.57
CHICAGOLAND CIRCULATION			
225581	SUMMER 2019 BROCHURE	2108	\$1,006.50
225704	WINTER/SPRING 19 BROCHURE	2064	\$1,006.50
Total for Check: 117337			\$2,013.00
CINTAS FIRST AID & SAFETY			
225666	MEDICAL SUPPLIES CABINET	5013309916	\$59.22
225666	MEDICAL SUPPLIES CABINET	5013309916	\$59.23
225687	MEDICAL SUPPLIES	5013309902	\$94.46
225753	FIRST AID CABINET SUPPLY	5013196200	\$85.35
Total for Check: 117338			\$298.26
CONSTELLATION NEWENERGY			
225668	121 SYMONDS FD	2548948	\$744.37
225669	217 SYMONDS	2548948	\$1,298.14
225670	225 SYMONDS	2548948	\$1,547.18
225671	500 W HINSDALE	2548948	\$411.91
225672	5901 S COUNTY LINE RD	2548948	\$1,188.55
225673	121 SYMONDS PD-1/1-1/31	2548948	\$744.37
Total for Check: 117339			\$5,934.52
DANNHAUSEN-BRUN, CHRISTIA			
225683	OVERPAID VEHICLE STICKERS	2203	\$30.00
Total for Check: 117340			\$30.00

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
DOCU-SHRED, INC.			
225567	EMPTY 2 BINS	43947	\$80.00
Total for Check: 117341			\$80.00
DYNEGY ENERGY SERVICES			
225903	19 E CHICAGO AV-2/19-3/19	569110003	\$1,924.26
Total for Check: 117343			\$1,924.26
FCWRD			
225583	SEWER-FEBRUARY	008919-000	\$31.65
Total for Check: 117344			\$31.65
FEDEX			
225585	SOTOS LAW FIRM-EMILY	6-473-78328	\$62.66
225586	DUANE MORRIS-DARRELL	6-473-78328	\$24.95
Total for Check: 117345			\$87.61
IACE			
225678	QUARTERLY TRAINING	041719	\$50.00
Total for Check: 117347			\$50.00
ICNA			
225731	ICNA CONF 4/16-4/18-KREFT	031419	\$240.00
Total for Check: 117348			\$240.00
ILLINOIS FIRE CHIEFS ASSN			
225699	2019 DUES-GIANNELLI/MCELRL	19-3075	\$450.00
Total for Check: 117349			\$450.00
INDUSTRIAL ELECTRIC			
225574	LOBBY LAMPS MEMORIAL HALL	589	\$18.00
225575	LOBBY LAMPS MEMORIAL HALL	561	\$29.00
225576	LODGE ELECTRIC WORK	355	\$57.08
Total for Check: 117350			\$104.08
J.G. UNIFORMS			
225732	SEW MACE POCKET ON VEST	51956	\$12.00
Total for Check: 117351			\$12.00
JAMES J BENES & ASSOC INC			
225674	FY 18-19 3RD PTY REVIEWS	PAY #9	\$5,042.28
Total for Check: 117352			\$5,042.28
JOHNSON CONTROLS SECURITY			
225582	MEMORIAL HALL ELEVATOR	32024235	\$470.00
Total for Check: 117353			\$470.00

VOID 117342

VOID 117346

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
KASPERSKI, ERIC			
225577	REIMB-KASPERSKI-CDL RENEW	251	\$65.00
Total for Check: 117354			\$65.00
KIPPS LAWNMOWER SALES			
225691	BACK PACK BLOWER	476398	\$439.95
Total for Check: 117355			\$439.95
KLEIN, THORPE, JENKINS LTD			
225892	LEGAL FEES THRU 2/18/19	201653-201659	\$26,583.50
Total for Check: 117356			\$26,583.50
MANGANIELLO, JIM			
225757	MARCH 2019 READINGS	MAR2019	\$92.50
Total for Check: 117357			\$92.50
MCMASTER-CARR			
225725	WEAR RESISTANT ROPE-VH	89138548	\$258.11
Total for Check: 117358			\$258.11
MENDOZA, BRENDON			
225898	REIM FOR SNOW RODEO	DPW-2	\$39.40
225899	REIM FOR SODA SNOW RODEO	DPW-1	\$40.98
225900	REIMB IAMMA STAFF DEVEL	DPW-3	\$10.00
225901	REIMB SHARPENING TOOLS	DPW-4	\$16.00
225902	PARKING FEE-STAFF DEVEL	DPW-5	\$23.00
Total for Check: 117359			\$129.38
MICHAEL TODD & CO INC			
225686	BOBCAT BROOM BRUSHES	165442	\$596.36
Total for Check: 117360			\$596.36
MICRO CENTER A/R			
225693	COMPUTER SUPPLIES	4694895	\$77.86
Total for Check: 117361			\$77.86
MILLERS PETTING ZOO			
225675	PETTING ZOO EGG HUNT	031819	\$1,000.00
Total for Check: 117362			\$1,000.00
MONROE TRUCK EQUIPT CO			
225692	BRAIDED HOSE	324866	\$101.55
Total for Check: 117363			\$101.55
MOTOROLA SOLUTIONS			
225566	STARCOM FEES MARCH	409641312019	\$34.00
225723	STARCOM USAGE 3-1/5-31	398541232018	\$306.00
Total for Check: 117364			\$340.00

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
NAPA AUTO PARTS			
225694	E84 TRASNMISSION FLUID	4343-594919	\$219.05
225695	E84 TRANSMISSION FILTERS	4343-594883	\$85.76
225696	HITCH ADAPTER SLEEVE	4343-595328	\$27.25
Total for Check: 117365			\$332.06
NICK SKOKNA			
225706	JAN & FEB CLEANING	JAN-FEB19	\$600.00
Total for Check: 117366			\$600.00
NORTHWESTERN U CTR FOR			
225754	INT AFFAIR INVEST SEMINAR	CPS117147	\$275.00
Total for Check: 117367			\$275.00
NUTOYS LEISURE PRODUCTS			
225705	PARK BENCHES	48749	\$15,275.00
225705	PARK BENCHES	48749	\$1,114.00
Total for Check: 117368			\$16,389.00
OOSTMAN FABRICATING &			
225724	REPAIR REAL ALUM STEP #85	573789	\$130.00
Total for Check: 117369			\$130.00
PHILLIPS FLORIST			
225676	FLOWERS-E GUINAN-HOSPICE	0456181	\$61.95
Total for Check: 117370			\$61.95
RAINBOW FARMS ENTERPRISES			
225685	DUMPING WOODCHIPS	36985	\$1,000.00
Total for Check: 117371			\$1,000.00
RAY O'HERRON CO INC			
225721	POLO SHIRTS-NICK	1912685	\$114.99
Total for Check: 117372			\$114.99
REBRAGG INC			
225779	ST MGMT-5597 S OAK	24346	\$3,000.00
Total for Check: 117373			\$3,000.00
ROEHN, RICH			
225718	NEW PLATES-PUB SVC CAR	1	\$97.14
225719	NEW PLATES PUB SVC CAR	2	\$9.25
Total for Check: 117374			\$106.39
ROSENBAUER MINNESOTA LLC			
225677	FREIGHT FOR PARTS T84	32991	\$2,200.00
Total for Check: 117375			\$2,200.00

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
SECRETARY OF STATE			
225568	SUSPEND DL PRKG TICK ADM	110191	\$10.00
Total for Check: 117376			\$10.00
SERVICE FORMS & GRAPHICS			
225587	LIBR LASER CHECKS FREIGHT	0060800	\$19.30
Total for Check: 117377			\$19.30
SHI INTERNATIONAL CORP			
225563	PDW INVENTORY/DEPLOY SUB	B09628374	\$922.00
Total for Check: 117378			\$922.00
SUBURBAN DOOR CHECK			
225733	LOCKS & KEYS	IN511387	\$138.80
225733	LOCKS & KEYS	IN511387	\$308.40
225733	LOCKS & KEYS	IN511387	\$25.90
Total for Check: 117379			\$473.10
TASC-CLIENT INVOICES			
225897	COBRA FEES	IN1481475	\$200.64
Total for Check: 117380			\$200.64
TELCOM INNOVATIONS GROUP			
225564	REMOTE SERVICES CHARGE	A53181	\$2,275.00
225565	MITEL ANNUAL SUBSCRIPTION	34094	\$1,772.00
Total for Check: 117381			\$4,047.00
THE HINSDALEAN			
225578	ANNUAL PEST MGMT REVIEW	5467	\$117.00
225758	#HPC-02-2019	5493	\$212.00
225759	#HPC-01-2019	5493	\$170.00
225760	#A-7-2019	5493	\$264.00
Total for Check: 117382			\$763.00
THE LAW OFFICES OF			
225761	ADMIN HEARINGS-TOWINGS	H-3-20-2019	\$150.00
Total for Check: 117383			\$150.00
THIRD MILLENIUM			
225579	UTILITY BILLING-3/5/19	23192	\$1,108.05
Total for Check: 117384			\$1,108.05
TOTAL PARKING SOLUTIONS			
225707	QTRY PREV MAIN-PARKING	104502	\$840.00
225708	CMS MONITORING W LOT PKG	104501	\$960.00
Total for Check: 117385			\$1,800.00

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
TRAFFIC CONTROL & PROTECT			
225584	SIGNS FOR SCHOOL ZONES	99870	\$30.00
225688	WARNING SIGNS-NEW STOP	100318	\$113.10
Total for Check: 117386			\$143.10
TRANE			
225726	HVAC FILTER CHANGE	5872495	\$33.36
225727	HVAC FILTER CHANGE	5861127	\$33.36
Total for Check: 117387			\$66.72
TRESSLER, LLP			
225697	PROF FEES THRU 2/28/19	401705	\$1,500.00
225698	PROF FEES THRU 2/28/19	401706	\$1,102.50
Total for Check: 117388			\$2,602.50
UNCLE BUBS			
225756	CUPS FOR COFFEE SERVICE	UV17111	\$148.80
Total for Check: 117389			\$148.80
USA BLUE BOOK			
225709	CHLORINE ANALYZER	829600	\$4,090.10
225710	LAB ANALYZING EQUIP	820606	\$30.40
225710	LAB ANALYZING EQUIP	820606	\$39.90
225710	LAB ANALYZING EQUIP	820606	\$29.97
225710	LAB ANALYZING EQUIP	820606	\$2,316.60
225710	LAB ANALYZING EQUIP	820606	\$4,373.80
Total for Check: 117390			\$10,880.77
VERIZON WIRELESS			
225700	MONTHLY USAGE MEDIC IPADS	9824827944	\$50.04
225701	PD PARKING-IPADS-MDTS	9825102106	\$305.30
225702	FIRE IPADS & MDTS	9825102106	\$189.00
225703	WP ROUTER-1-29 THRU 2-28	9825102106	\$86.41
Total for Check: 117391			\$630.75
WAGEWORKS			
225682	HEALTHCARE BENEFIT-FEB19	INV1284096	\$27.00
225682	HEALTHCARE BENEFIT-FEB19	INV1284096	\$18.00
225682	HEALTHCARE BENEFIT-FEB19	INV1284096	\$18.00
225682	HEALTHCARE BENEFIT-FEB19	INV1284096	\$36.00
225682	HEALTHCARE BENEFIT-FEB19	INV1284096	\$9.00
225682	HEALTHCARE BENEFIT-FEB19	INV1284096	\$8.00
225682	HEALTHCARE BENEFIT-FEB19	INV1284096	\$18.00
225682	HEALTHCARE BENEFIT-FEB19	INV1284096	\$18.00
Total for Check: 117392			\$152.00
WAREHOUSE DIRECT INC			
225570	MESH CHAIR	4220133-0	\$265.45

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DATE: 04/02/19

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
225571	MISC SUPPLIES	4221292-0	\$89.08
225572	ENVELOPE RETURN	C4221292-0	\$77.24-
225573	ENVELOPE INTEROFFICE	4222601-1	\$27.76
225711	KLM EVENT SUPPLIES	4220251-0	\$33.16
225712	KLM CLEANING PRODUCTS	4218058-0	\$61.57
225713	OFFICE SUPPLIES-TONER	4220591-0	\$149.63
225714	KIT PHTO CONDUCTOR	4223559-0	\$40.78
225715	JANITORIAL SUPPLIES	4222985-0	\$104.06
225728	MISC SUPPLIES	4153994-0	\$172.66
225729	VH JANITORIAL	4213963-0	\$55.50
225730	WATER PLANT JANITORIAL	4213963-0	\$101.45
Total for Check: 117393			\$1,023.86
WESTMONT PARK DISTRICT			
225716	GYMNASTICS 1/19 SESSION	03132019	\$72.00
225720	FEB18 GYMNASTICS SESSION	03132019	\$180.00
Total for Check: 117394			\$252.00
WILLOWBROOK FORD INC			
225717	SQUAD 40 ENGINE PROBLEMS	6293842/1	\$1,163.65
Total for Check: 117395			\$1,163.65
WISNIOWICZ, DANE			
225684	WASH SOAP VEHICLES-MITT	1124700373103786	\$36.70
Total for Check: 117396			\$36.70
XEROX CORPORATION			
225722	MARCH MONTHLY MAINT	96171980	\$85.00
Total for Check: 117397			\$85.00
COMCAST			
225891	POLICE/FIRE 3/16 TO 4/15	8771201110009242	\$69.47
225891	POLICE/FIRE 3/16 TO 4/15	8771201110009242	\$69.47
Total for Check: 117398			\$138.94
DOOR SYSTEM			
225904	REPAIR TO WEST GARAGE	866268	\$2,218.84
Total for Check: 117400			\$2,218.84
HOME DEPOT CREDIT SERVICE			
225905	MANHOLE LADDER	6377874	\$195.91
225906	TOOLS FOR NEW UNIT #6	3010361	\$334.81
225907	POLICE CAMERA & CONCRETE	24040	\$125.04
225908	TOOLS FOR NEW UNIT #27	24041	\$106.82
225909	RETURN MANHOLE LADDER	3310266	\$188.47-
Total for Check: 117401			\$574.11
UNITED STATES POSTAL SVC			

VOID 117399

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WARRANT REGISTER: 1666

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
225910	MAIL MACHINE POSTAGE-MAR	77997582	\$3,000.00
	Total for Check:	117402	\$3,000.00

REPORT TOTAL \$173,644.18

END OF REPORT

**REQUEST FOR BOARD ACTION**
Finance

AGENDA SECTION: Second Reading Agenda – ACA

SUBJECT: Seventh Term Extension with the Hinsdale Platform Tennis Association

MEETING DATE: April 2, 2019

FROM: Darrell Langlois, Assistant Village Manager/Finance Director

Recommended Motion

To Approve a Seventh Term Extension of the Recreational License Agreement with the Hinsdale Platform Tennis Association (HPTA).

Background

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

Discussion & Recommendation

The current license agreement between HPTA and the Village was set to expire in March, 2016. Six previous extensions have been approved in order to negotiate terms of a successor agreement. The most recent extension provided for an extension through March 31, 2019.

Since March, 2016 a negotiating committee consisting of ACA Chairman Hughes, Parks and Recreation Commission Chair Alice Waverly, and Village staff have had numerous meetings with representatives from HPTA but the work of coming up with a new agreement is not yet complete. There continues to be significant progress towards coming up with a completely new operating model for the platform tennis program, and both sides have now exchanged drafts of a new agreement. It is the recommendation of the negotiating committee that the current agreement now be extended on a month to month basis to June 30, 2019 in order to allow sufficient time to complete this work. The draft extension provides that the Village Manager may terminate the extension upon 14 days written notice to HPTA prior to the beginning of each month should we come to an impasse in negotiations or should there not be sufficient progress towards a successor agreement.

Budget Impact

N/A

Village Board and/or Committee Action

The first reading of this item was held at the Village Board meeting on March 19, 2018 whereby it was the consensus of the Village Board to place this item on the consent agenda for April 2, 2018.

Documents Attached

1. Recreation License Agreement-Seventh Term Extension

**RECREATIONAL LICENSE AGREEMENT —
SEVENTH TERM EXTENSION**

This Recreational License Agreement – Seventh Term Extension (hereinafter "Sixth Term Extension") is executed on this _____ day of _____, 2019 by and between the Village of Hinsdale, Illinois (the "Village") and the Hinsdale Platform Tennis Association, a not-for-profit corporation (the "HPTA", and together with the Village, the "Parties").

RECITALS

- A. The Village is a unit of local government organized pursuant to and in accordance with the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.*; and
- B. The Village owns real property commonly known as The Katherine Legge Memorial Park, which is located at 5901 — 5911 S. County Line Road, Hinsdale, Illinois (the "Property"); and
- C. The Property contains recreational and social facilities, which the Village regularly permits individuals, organizations and entities to use, subject to certain terms and conditions of use; and
- D. HPTA is a not-for-profit Illinois corporation, and has requested that the Village permit it to regularly use the Property's paddle tennis facilities (the "Paddle Tennis Facilities") for the benefit of HPTA's members and guests; and
- E. The Parties have previously entered into a Recreational License Agreement dated March 3, 2009, a copy of which is attached hereto as **Exhibit 1** and made a part hereof (the "Recreational License Agreement"); and
- F. The Parties have previously extended the Recreational License Agreement, most recently in a Sixth Term Extension and Amendment that ran through March 31, 2019; and
- G. The Parties now desire to further extend the Recreational License Agreement on a month-to-month basis for a period not to exceed three (3) months (to June 30, 2019), as set forth below.

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

- 1. **Recitals** — The above recitals are incorporated into and made a part of this Seventh Term Extension by reference.
- 2. **Term** — The Term of the Recreational License Agreement, as previously extended, is further extended by this Sixth Term Extension. The Term as extended shall commence on April 1, 2019, and shall, subject to termination

in the discretion of the Village Manager, as set forth below, automatically renew each month for a period of three (3) months, until automatically expiring at 12:00 midnight on June 30, 2019.

3. **Termination** – The Village Manager of the Village may terminate the Recreational License Agreement, as previously amended and as further amended by this Sixth Extension, by providing the HPTA with written notice of termination. Such written notice, when given at least fourteen (14) days prior to the end of a calendar month, shall be effective at midnight on the last day of the calendar month in which notice was given. If given less than fourteen (14) days prior to the end of a calendar month, it shall be effective at midnight on the last day of the next calendar month.
4. **Prior Agreement and Amendments** — Except as otherwise modified by this Seventh Term Extension, all terms and conditions of the Recreational License Agreement dated March 3, 2009, as previously amended, shall remain the same and shall remain in full force and effect during the term of this Sixth Extension.

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

VILLAGE OF HINSDALE

HINSDALE PLATFORM TENNIS
ASSOCIATION

Village President

President of HPTA

ATTEST:

ATTEST:

Village Clerk

Secretary, HPTA

EXHIBIT 1

RECREATIONAL LICENSE AGREEMENT

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

RECITALS

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

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

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

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

7. **Liability and Risk of Loss.**

- a. **Indemnity.** HPTA shall indemnify and hold the Village, its elected officials, administrators, employees, attorneys, agents, and representatives (collectively the "Indemnitees") harmless from any and all losses, injuries, claims, causes of action, demands, liabilities, damages, expenses, costs, and/or attorneys' fees that any of the Indemnitees may incur, which arise out of, result from, or occur in connection with HPTA's performance and/or breach of any of HPTA's duties under this Agreement, or any other act or omission of HPTA that relates in any way to this Agreement, or to HPTA's use of the Paddle Tennis Facilities or the Property. This duty to indemnify shall survive expiration or termination of this Agreement.
- b. **Insurance.** At all times during the term of this Agreement, HPTA shall maintain insurance policies with coverages and limits as provided in Exhibit B, and shall comply with all terms and conditions contained in Exhibit B, which is attached hereto and incorporated herein by reference.
- c. **Non-Waiver of Defenses.** Neither the above indemnification provision, insurance provision, nor any other provision of this Agreement, is intended to constitute the waiver of any immunity or defense held by the Village under the statutes or common laws of the State of Illinois.

8. **Attorneys' Fees to Village as Prevailing Party.** If the Village brings any cause of action against HPTA for any material or immaterial breach of this Agreement, in the event the Village prevails in such action, as determined by the Court, HPTA shall be liable to pay the Village's attorneys' fees, expenses, and court costs incurred in connection with such action.

9. **Notices.** Notices required or permitted to be given under this Agreement shall be in writing, shall be deemed received when sent, and shall be sent by U.S. mail addressed to the addressees listed below:

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

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

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

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

VILLAGE OF HINSDALE



President of the Board of Trustees

HINSDALE PLATFORM TENNIS
ASSOCIATION



President

ATTEST:



Clerk of the Village of Hinsdale

ATTEST:

Secretary

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

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

EXHIBIT B - INSURANCE COVERAGES AND LIMITS

1. Insurance Coverage

A At all times during the term of this Agreement, HPTA shall procure and maintain, in full force and effect, general liability, comprehensive automobile liability, and umbrella / excess liability insurance policies which cover personal injury and property damage.

B HPTA shall procure all such policies from a company or companies authorized to do business in Illinois and licensed by the Illinois Department of Financial and Professional Regulation, rated with an "A" or better in the current edition of Best's Key Rating Guide, or which is otherwise pre-approved in writing by the Village.

C Each of the above-referenced policies shall have the following minimum coverage limits:

a. Comprehensive General Liability and Automobile Liability

Bodily Injury \$1,000,000 per occurrence

\$2,000,000 aggregate

Personal Injury \$1,000,000 per occurrence

\$2,000,000 aggregate

b. Umbrella / Excess Coverage \$3,000,000

2. **Additional Insured.** Each of the policies procured and maintained by HPTA in accordance with this Agreement shall name the Village, its elected officials, administrators, employees, attorneys, agents, and representatives as additional insured, shall expressly insure the indemnification provision in Section 7.a of this Agreement, and shall provide that each respective policy shall not be terminated, cancelled, or materially changed without at least thirty (30) days advanced written notice to the Village.

3. **Certificates of Insurance.** Prior to the beginning of the term of this Agreement, and on or before January 1st of each year during the term of this Agreement, HPTA shall submit to the Village copies of each of HPTA's certificates of insurance evidencing the procurement and maintenance of the above-referenced policies in accordance with this Agreement.

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



AGENDA ITEM # _____

REQUEST FOR BOARD ACTION
Administration

AGENDA SECTION: Second Reading/Non-Consent – ACA
SUBJECT: Approval of street closures for 2019 Fuelfed coffee and classics car events
MEETING DATE: April 2, 2019
FROM: Emily Wagner, Administration Manager

Recommended Motion

Approve a street closure on Chicago Avenue and Burlington Drive from Washington Street to Garfield Street on Sunday, June 23, 2019, Sunday, August 18, 2019, and Sunday, October 13, 2019, for a Fuelfed coffee and classics car event.

Background

Staff is in receipt of a request from Lorraine Hughes who is the Vice President of Fuelfed, Inc. regarding an event called Fuelfed Coffee and Classics. The event consists of Fuelfed members gathering with their classic European vehicles. The proposed dates of the event are Sunday, June 23, 2019, Sunday, August 18, 2019, and Sunday, October 13, 2019, from 9:00 a.m. to 11:00 a.m. It is requested that set-up begins at 8:15 a.m. and tear down begins at 11:00 a.m. If approved, the event would take place on Chicago Avenue and Burlington Drive in between Washington Street and Garfield Street. The event is open to the public and free of charge.

Please note that one date has changed from Sunday, October 6, to Sunday, October 13, to accommodate the Rotary's annual run.

Fuelfed requests that a coffee cart and a car book author be allowed to sell coffee/pastries and books respectively at the event. Fuelfed estimates between fifty and seventy cars at the event. With prior approval from the Village Board of Trustees, the applicant started Fuelfed Coffee and Classics in downtown Hinsdale in 2017. Two events were held on Sundays in 2017, and three events were held on Sundays in 2018. All events were well attended and positive feedback was received from the community.

Discussion & Recommendation

Staff recommends using Chicago Avenue and Burlington Drive for pedestrian safety and convenience as was done in 2017 and 2018. The event would take place during off-peak business hours and would have little impact on the traffic flow. In the event that Chicago Avenue and Burlington Drive are not approved by the Village Board, the Village parking lot on Washington Street just south of the Mobil station would be a second option.

Staff has verified that these events will not impact any scheduled Parks & Recreation activities in Burlington Park.

Budget Impact

The applicant is not requesting Village staff or resources for the event. Barriers to close streets will already be available for the weekly Farmer's Market events, and Fuelfed staff indicated that they will move barriers as needed. Police staff will be available in the event that Fuelfed requires assistance with moving the barriers.

Village Board and/or Committee Action

The Village Board reviewed this item on March 5, 2019.

Documents Attached

1. Fueled Coffee and Classics event application
2. Locations
3. Certificates of insurance

Village of Hinsdale Special Use Request Form

Organization Making Request*: Fuelfed, Inc.

Contact Information Name*: Lorraine Hughes

Address*: 5225 N Ravenswood Ave, Suite 201, Chicago, IL 60640

Daytime Phone*: 312.401.1975

FAX Number: 773.878.1940 You will need to phone first so we change the setting

E-mail address*: fuelfed2@gmail.com

Non-Profit For Profit ☒ X

Please indicate in the boxes above your preferred method of being contacted with approval.*

Facility*: street parking on E. Chicago Avenue / Burlington Avenue

Location within Facility (Specific)*: E. Chicago Avenue / Burlington Avenue (Washington Street to Garfield Street, along Burlington Park.) **Name of Event*:** Fuelfed Coffee & Classics Hinsdale

Event Description*: Fuelfed member gathering of classic European vehicles (prior to 1990) with a minor portion driving more recent European cars. The public is welcome to attend as spectators. Non-members may park in the event space if they meet the classic European vehicle criteria, and will be charged an entry fee.

Date(s) of Event*: 2019-- June 23, August 18, and October 6 **13**

Requested Time Period*: 9:00-11:00a (Setup begins at 8:15a.m./Tear Down @ 11:00a.m.)

Is your agency Non-Profit (provide Tax ID # _____)

For Profit ☒ X 90-0938352

* Required information

To be completed by the Village of Hinsdale

Signature Approval of the Village Manager (or designee) _____

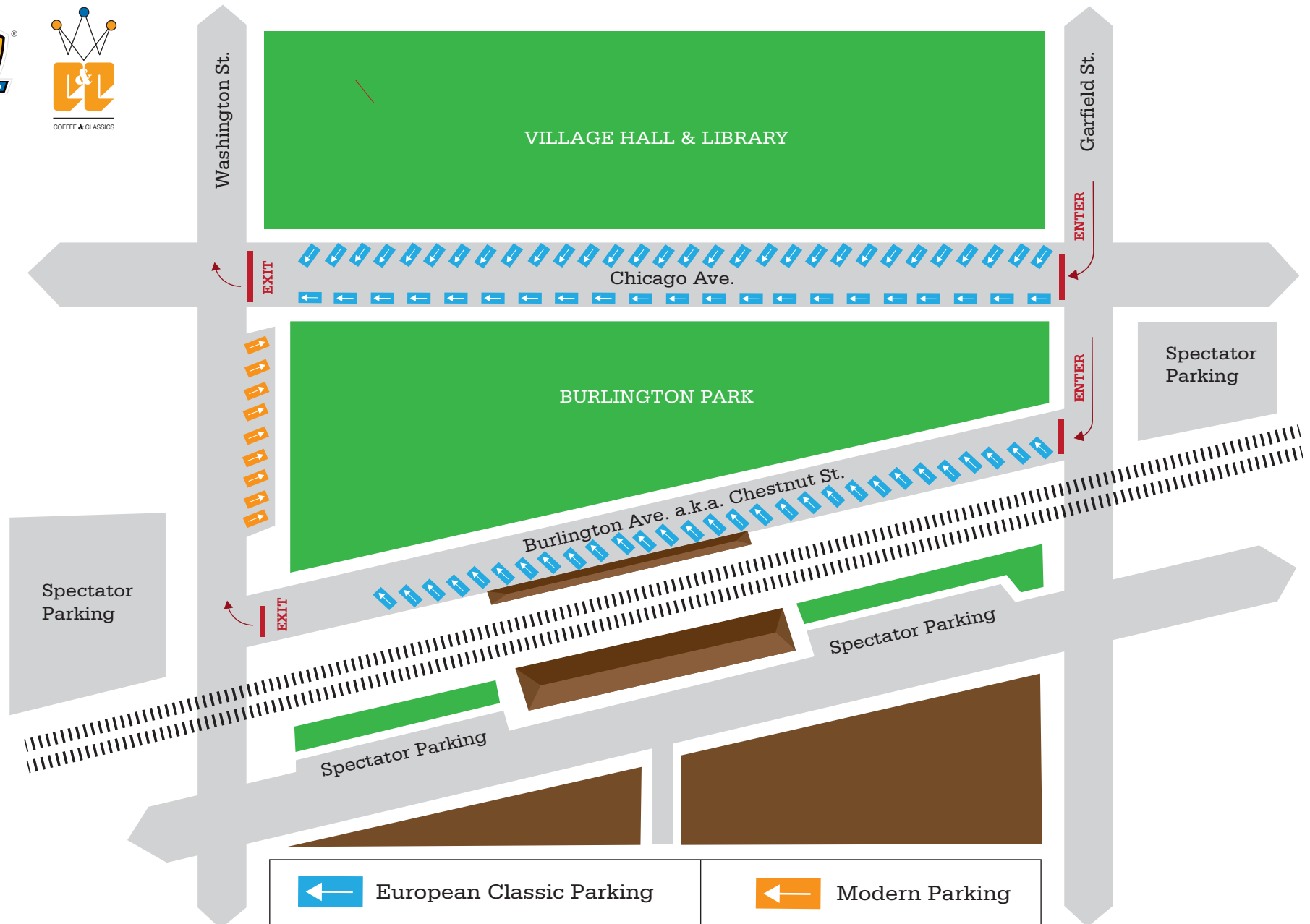
Date: _____

Important Notes for Applicants: *This completed form must be received in the Director of Parks & Recreation office a minimum of six weeks prior to the requested time period. Requests will be approved on an individual basis. Submitting a request does not guarantee the approval of said request. You will receive confirmation of approval. Application must include a schedule of events and a detailed site plan. The fee is \$250 for park usage. The fee may increase based on scheduled activities or time frame of the event.*

Village of Hinsdale Parks and Recreation
19 East Chicago Avenue, Hinsdale, IL 60521
Phone: (630) 789-7090 Fax: (630) 789-7016

Fuelfed Coffee & Classics Hinsdale

Due to traffic patterns, please enter from the north on Garfield, heading southbound.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/18/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hagerty Insurance Agency LLC 141 River's Edge Drive Traverse City MI 49684-3265	CONTACT NAME: PHONE (A/C, No. Ext): (800) 922-4050 FAX (A/C, No): E-MAIL ADDRESS:
INSURED Fuelfed 5225 N Ravenswood Ave #201 Chicago IL 60640	INSURER(S) AFFORDING COVERAGE INSURER A: Markel Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 38970

COVERAGES**CERTIFICATE NUMBER:** Cert ID 3758**REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CVG1593-02	01/01/2019	01/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
							\$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Include as additional insured: Certificate Holder but only with respects to the named insured's actions and / or negligence with regards to the Fuelfed Coffee & Classics to be held on Chicago Ave and Burlington Dr (from Washington to Garfield) in downtown Hinsdale on 6/23/2019, 8/18/2019, and 10/6/2019.

CERTIFICATE HOLDER**CANCELLATION**

Village of Hinsdale 19 E. Chicago Ave. Hinsdale IL 60521	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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**REQUEST FOR BOARD ACTION**
Community Development

AGENDA SECTION: Second Reading – ZPS

SUBJECT: 4th Major Adjustment to add a new Ranch Plan, Dormer Detail and Siding Options for the 64-Unit Residential Planned Development Detailed Plan Hinsdale Meadows, LLC - Case A-09-2019

MEETING DATE: April 2, 2019

FROM: Chan Yu, Village Planner

Recommended Motion

Move to refer the fourth major adjustment to a planned development request by the Hinsdale Meadows at Southeast Corner of 55th Street and County Line Road to the Plan Commission for further hearing and review.

Background

On December 11, 2017, the Board of Trustees (BOT) 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 (Case A-25-17). The floor plans and elevation plans of each type/style of home were included in the Detailed Plan.

Hinsdale Meadows currently offers only 1 ranch plan called the "Hampton". This request proposes to offer an additional single family ranch plan called the "Wellington". The Wellington features a larger floorplan, 2,576 SF versus the current 2,255 SF Hampton floorplan. Per the applicant, this would fill in the gap between the next smallest unit, which is a two-story duplex with a 3,006 SF plan. A front elevation side-by-side comparison between the Hampton and proposed Wellington can be found on page 3 of Attachment 1.

The second request of the application is to offer an additional dormer detail above the garage for the current Hampton ranch plan (Attachment 1, page 4). The current dormer detail features a flat "shed" roof, and the proposed gable style roof would be an additional option for customers. It should be noted, the proposed Wellington elevation features the gable style dormer.

The third and final request is to offer a second Hardie siding style and 3 new colors. The currently approved siding style is known as "shingle style", which features vertical lines/breaks within the horizontal siding. This request adds a "lap style" option, which essentially appears to be horizontal siding without the vertical lines/breaks (Attachment 1, page 5). Lastly, Hinsdale Meadows has been approved for the siding colors: gray slate, aged pewter, night gray and timber bark. This application proposes 3 additional color options: iron gray, pearl gray and rich espresso (Attachment 1, page 6).

The first major adjustment was approved on April 17, 2018, to replace stucco and brick with Hardie board and stone. The second major adjustment was approved on October 16, 2018, to add a new floorplan option to the "Carlyle" duplex home. And the third major adjustment



REQUEST FOR BOARD ACTION

was approved on December 18, 2018, to add a new window to the duplex Villa homes and add/remove a step in the floorplan.

Discussion & Recommendation

Should the Board find the request is not in substantial conformity with the approved Detailed Plan for a Planned Development, the appropriate motion would be to "Move to refer the request to the Plan Commission for further hearing and review."

Village Board and/or Committee Action

N/A

Documents Attached

1. Major Adjustment Application Summary
2. Major Adjustment Application
3. Zoning Map and Project Location

Hinsdale Meadows – Description of Major Adjustment to Planned Development

Consistent with its original intent and concept, this request for a major adjustment to the Hinsdale Meadows planned development requests the introduction of an additional Single Family ranch plan, along with a couple other minor revisions listed below.

Additional details regarding these requests are included within the corresponding section numbers listed below.

- (1) Section 1 – Additional Ranch Plan Design: Approval is requested for an additional Single Family ranch plan (the “Wellington” plan). The new plan is slightly larger than the currently approved Hampton ranch plan. Both ranch plans each have less square footage than the two-story options. This new plan is designed to appeal to those downsizing customers who prefer single-story living space, while still allowing for adequate space in the event the current Hampton ranch floorplan does not adequately suit their needs.
- (2) Section 2 – Alternative Hampton Ranch Roof Detail: A minor revision to allow a dormer detail above the garage for previously-approved Single Family ranch plan (the “Hampton” model). Request is to allow either the previously approved shed roof detail or the alternative dormer detail when the Hampton model is selected for a lot.
- (3) Section 3 – Alternative Hardie Siding Style and Additional Colors: To increase the architectural diversity of Hinsdale Meadows, we are also requesting approval to allow for (a) the Hardie lap siding product style in conjunction with the currently approved Hardie shingle siding product style, and (b) three new colors for the siding color palette, for both the Single Family and Duplex buildings.

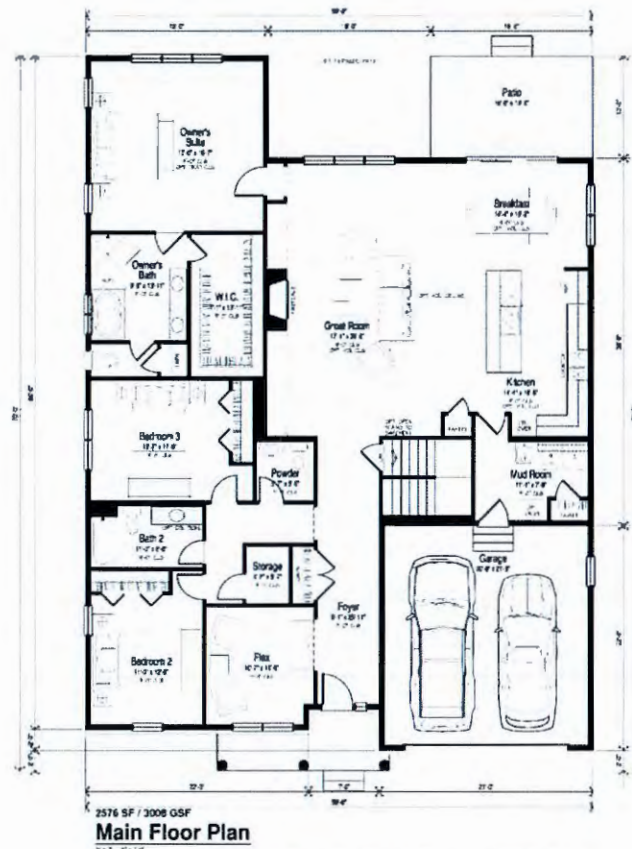
Section 1: Requested Additional Detached Single Family Ranch Plan:

The elevation and floorplan for the new "Wellington" ranch plan are shown below.

Front Elevation:



Floorplan:



Wellington Ranch: Floor Plans - 2576 S.F.

Comparison of Elevations to Current Ranch Plan:

New Wellington Ranch Plan - Front:



Current Hampton Ranch Plan - Front:

(Note: the rendering below depicts the requested dormer style roof detail above the garage, per our request in Section 2 below.)



Section 2: Request for Alternative Hampton Ranch Roof Detail

We are requesting a minor revision to allow a dormer detail above the garage for the previously-approved Hampton model. The request is to allow either the previously approved shed roof detail or the alternative dormer detail when the Hampton model is selected for a lot. From our experience the dormer-style detail is a popular selection with our customers, and this minor revision allows for additional architectural diversity for the community.

Previously Approved Shed Roof Detail



Requested Additional Dormer Style Roof Detail



Section 3: Alternative Hardie Siding Style and Additional Colors:

With this application, we are requesting (1) approval for the use of Hardie lap style siding, in addition to the previously-approved use of the Hardie shingle style siding, and (2) approval to add three additional colors to the approved siding color palette. We believe that the increased architectural diversity that will be present with the additional siding style and color selections will enhance the overall appearance of the Hinsdale Meadows community.

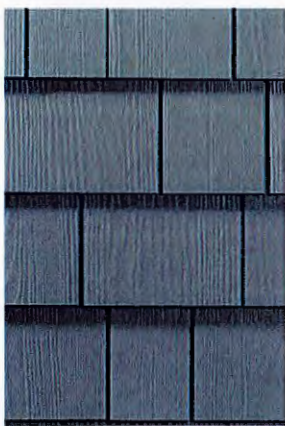
LAP AND SHINGLE STYLES FOR PREVIOUSLY-APPROVED COLORS:

GRAY SLATE:

Lap Style



Shingle Style



AGED PEWTER:

Lap Style



Shingle Style



NIGHT GRAY:

Lap Style



Shingle Style



TIMBER BARK:

Lap Style



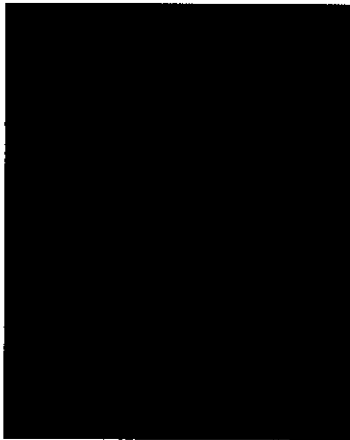
Shingle Style



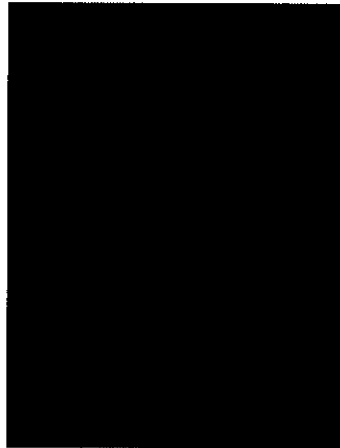
LAP AND SHINGLE STYLES FOR REQUESTED ADDITIONAL COLORS:

IRON GRAY:

Lap Style



Shingle Style

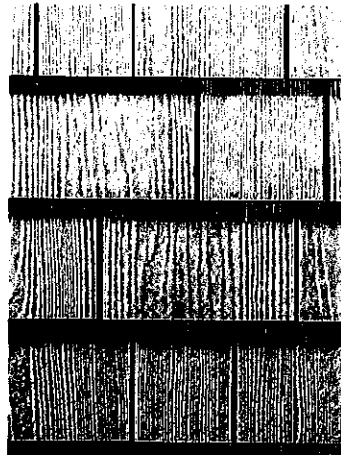


PEARL GRAY:

Lap Style

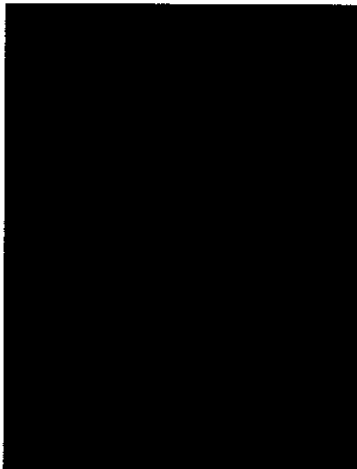


Shingle Style

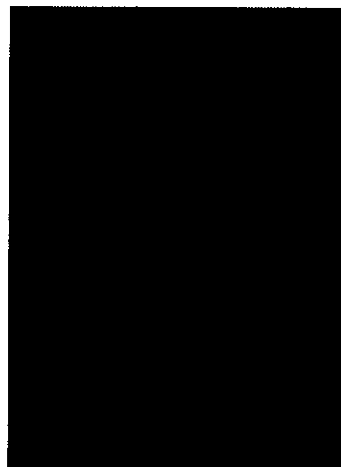


RICH ESPRESSO:

Lap Style



Shingle Style



Hinsdale Meadows, LLC

March 7, 2019

Plan Commission, Village of Hinsdale
Kathleen Gargano, Village Manager
Robert McGinnis, Director of Community Development
Chan Yu, Village Planner

Re: Hinsdale Meadows – Major Adjustment to Planned Development

In our efforts to further appeal and provide additional options to the age-targeted customer base for Hinsdale Meadows, and in accordance with the original intent and concept for the community, with this submittal we are requesting approval of an additional detached single family ranch plan, along with some additional revisions described within the attached submittal package.

These changes will allow for additional price-effective choices for the customers, while providing additional diversity to the high quality and aesthetically-pleasing architecture. Additional detail regarding the new model type is included in this package.

We look forward to presenting the updated models to the Village, and thank you for your ongoing assistance in the consideration of Hinsdale Meadows.

Sincerely yours,



Jerry James

CC: Edward R. James
Michael Balas

HINSDALE MEADOWS – APPLICATION FOR MAJOR CHANGE TO PLANNED DEVELOPMENT
TABLE OF CONTENTS

- Application for Major Adjustment to Planned Development
- Descriptive Summary of Revisions
- Floorplan and Elevations for Additional Single Family Ranch Plan
- Table of Compliance – Single Family Homes
- Application for Certificate of Zoning Compliance
- Certification



**MAJOR ADJUSTMENT TO PLANNED
DEVELOPMENT**
**COMMUNITY DEVELOPMENT
DEPARTMENT**

***Must be accompanied by completed Plan Commission Application**

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

Proposed Planned Development request: Approval for the following revisions:

- (1) An additional single family ranch plan (the "Wellington" plan), allowing for an additional single-story floor plan option at Hinsdale Meadows. The new plan is slightly bigger than the currently approved Hampton ranch plan, and smaller than the two-story options. This new plan is designed to appeal to those downsizing customers who prefer single-story living space, while still allowing for adequate space in the event the current Hampton ranch floorplan does not adequately suit their needs.
- (2) A minor revision to allow a dormer detail above the garage for previously-approved Single Family ranch plan (the "Hampton" model). Request is to allow either the previously approved shed roof detail or the alternative dormer detail when the Hampton model is selected for a lot.
- (3) To increase the architectural diversity of Hinsdale Meadows, we are requesting approval to include the Hardie lap siding product style in conjunction with the currently approved Hardie shingle siding product style for both the single family and duplex buildings.

Additional detail, commentary and support regarding these requests is included below and within our submittal package accompanying this Application.

Amendment to Adopting Ordinance Number: 02017-52

REVIEW CRITERIA:

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

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

With respect to the Planned Development requests outlined above, the proposed revisions for this major adjustment will be in substantial conformity with the Final Plan, along with the original concept and intent of the Planned Development, as follows:

- a) The additional ranch plan is consistent with the typical needs of many of our age-targeted customers. A ranch-style floor plan is a popular choice for this target market, and we believe that the addition of an additional one-story, three-bedroom floorplan will be an attractive option for our customers and future residents of the Village. At 2,576 square feet, the new ranch plan will fill in the large gap in square footage availability of our current product.

Attachment 2

offering. Our current ranch plan offers 2,255 square feet, while the next smallest (two-story) plan offers 3,006 square feet. We believe that the addition of a slightly larger ranch floorplan will fill in the gap in square footage availability offered at Hinsdale Meadows, and will be well received and better serve the needs of some of the age-targeted customers.

- b) The minor revision to the previously-approved ranch plan allows for a slight increase in architectural diversity for the community.
- c) The Hardie line of siding products is a cementitious fiber product known for its durability and 10-year limited warranty, and we believe that the appearance of both the Hardie lap siding and Hardie shingle siding styles are attractive and compatible with each other. We are requesting approval to include the Hardie lap siding product style in conjunction with the currently approved Hardie shingle siding product style for both the single family and duplex buildings to increase the architectural diversity at Hinsdale Meadows, along with the fact that some customers prefer the look of lap siding.

2. Explain the reason for the proposed major adjustment.

The major adjustment is being proposed to allow Hinsdale Meadows to appeal to a broader segment of the age-targeted market, while remaining substantially consistent with the original intent and concept for the community. The new ranch plan will offer a larger floor plan than the current ranch plan at a similar price, while filling in a gap in square footage and floorplan options as compared to the current line of single family offerings.

Hinsdale Meadows – Description of Major Adjustment to Planned Development

The original intent and concept for the Hinsdale Meadows Planned Development has always been to provide a substantial increase in the age-targeted housing options for the Village and its residents, with floor plans and sales prices commensurate with the needs and desires of the target market. Consistent with this original intent and concept, this request for a major adjustment to the Hinsdale Meadows planned development requests the introduction of an additional Single Family ranch plan, along with a couple other minor revisions listed below.

Additional details regarding these requests are included within the corresponding section numbers listed below.

- (1) Section 1 – Additional Ranch Plan Design: Approval is requested for an additional Single Family ranch plan (the “Wellington” plan), allowing for an additional single-story floor plan option at Hinsdale Meadows. The new plan is slightly larger than the currently approved Hampton ranch plan. Both ranch plans each have less square footage than the two-story options. This new plan is designed to appeal to those downsizing customers who prefer single-story living space, while still allowing for adequate space in the event the current Hampton ranch floorplan does not adequately suit their needs.
- (2) Section 2 – Alternative Hampton Ranch Roof Detail: A minor revision to allow a dormer detail above the garage for previously-approved Single Family ranch plan (the “Hampton” model). Request is to allow either the previously approved shed roof detail or the alternative dormer detail when the Hampton model is selected for a lot.
- (3) Section 3 – Alternative Hardie Siding Style and Additional Colors: To increase the architectural diversity of Hinsdale Meadows, we are also requesting approval to allow for (a) the Hardie lap siding product style in conjunction with the currently approved Hardie shingle siding product style, and (b) three new colors for the siding color palette, for both the Single Family and Duplex buildings.

Also included in Section 4 of this descriptive summary is a color-coded site map, which shows which model types have been selected on certain lots to date. This map is intended to assist in the determination of how the above-requested revisions will increase the architectural diversity for the community as a whole, and how the revisions will allow Hinsdale Meadows to appeal to a broader segment of the age-targeted market, while at the same time remaining substantially consistent with the original intent and concept of the Planned Development.

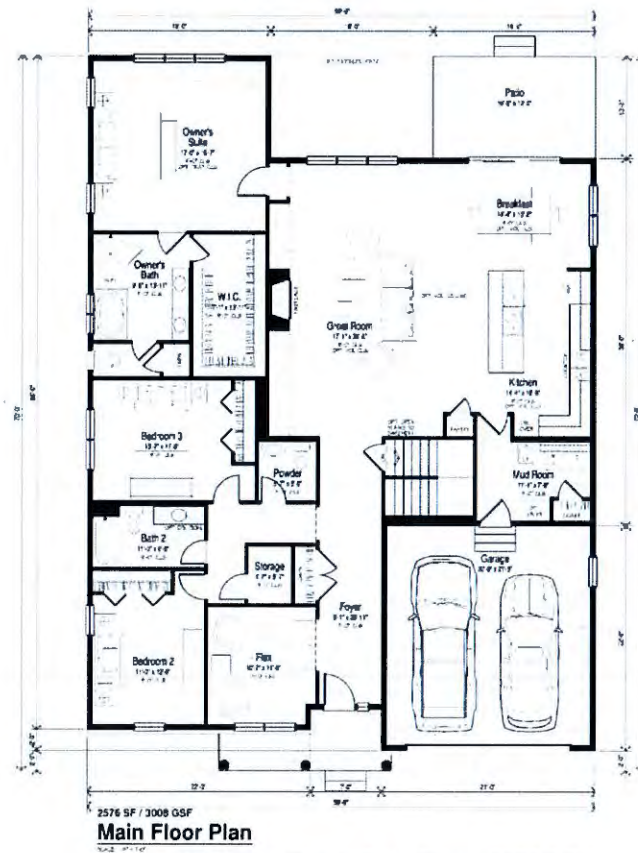
Section 1: Requested Additional Detached Single Family Ranch Plan:

The elevation and floorplan for the new "Wellington" ranch plan are shown below.

Front Elevation:

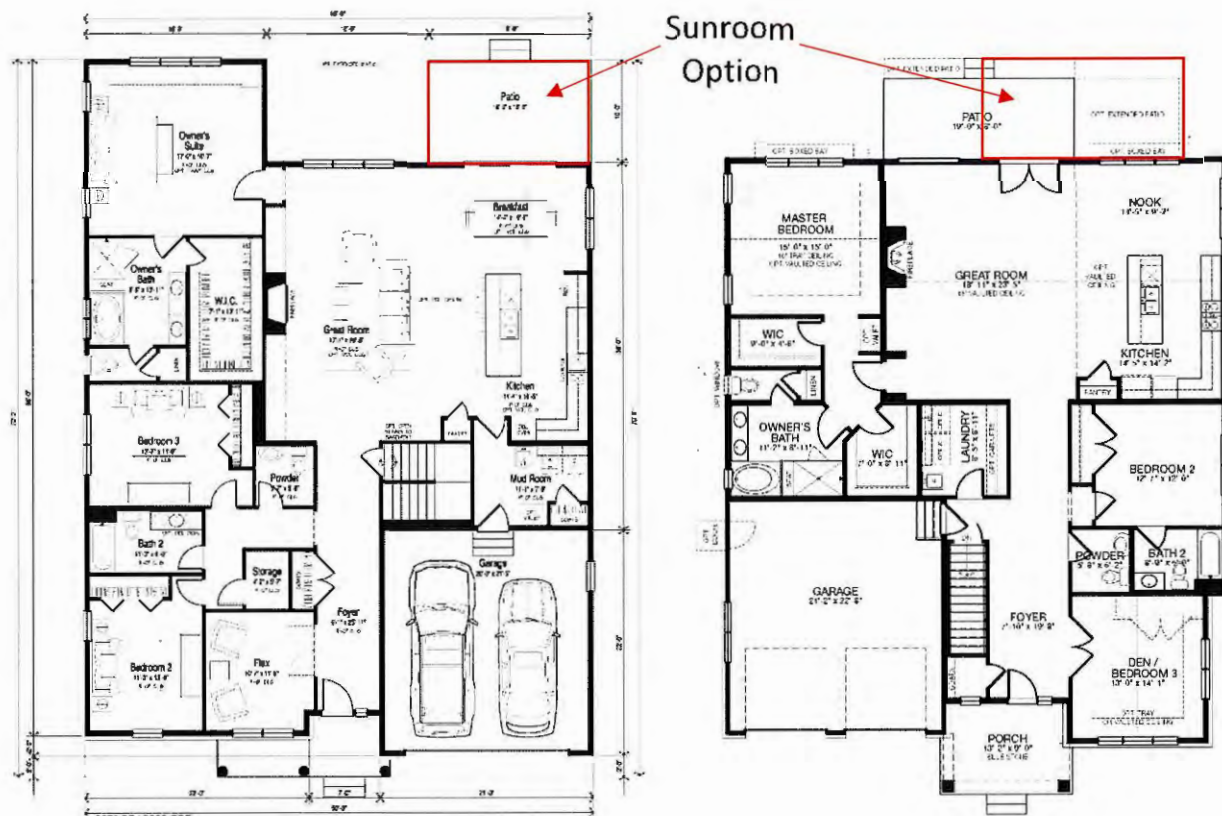


Floorplan:



Wellington Ranch: Floor Plans - 2576 S.F.

Comparison of Floorplan to Current Ranch Plan:



As compared to our current ranch plan, the additional ranch plan (the "Wellington" model) offers base square footage (not including the garage or sunroom option) of 2576 sq. ft., vs. the current plan's 2255 sq. ft. The new plan offers three bedrooms (or an optional two bedrooms and a dining room), a larger master bedroom, a larger great room/kitchen combination, a separate powder room in addition to the 2 full baths, a separate dedicated flex room that can be used as an extra seating area or a den/office, and a separate owner's entry/mud room/laundry area off the garage. We are excited about this new floorplan option in that it allows for expanded living space in a one-story ranch plan setting, and believe it will be a popular addition to the Hinsdale Meadows community. Together, the two ranch plans represent additional lower-priced Single Family options as compared to the two-story plans offered at Hinsdale Meadows, and cater to potential age-targeted residents that would like the convenience of single story living.

In terms of the building footprint dimensions, the 50' width is the same for both plans, so the new plan will maintain the minimum 8' side yards. Additionally, when factoring in the additional depth from the optional sunroom, the depth of the new plan is similar to the current ranch plan offering, totaling approximately 68' feet vs. the current plan at approximately 68.5' including its sunroom option. The main difference in the footprints is the bump out for the Owner's Suite on the new Wellington plan. Note that the depth of the new plan is less than the approved 2-story, side-loaded Woodbridge model, which has a 78' depth.

With respect to building coverage, the new Wellington plan will not fit on the remaining lots along 55th Street, so this new plan would not be offered on those lots. The new plan will fit on the remaining lots along the pond and in the south cul-de-sac. In order to comply with the previously-approved maximum building coverage ratio of 29.62%, the sunroom option will not be offered on some of those lots, depending on the lot size.

Comparison of Elevations to Current Ranch Plan:

New Wellington Ranch Plan - Front:



Current Hampton Ranch Plan - Front:

(Note: the rendering below depicts the requested dormer style roof detail above the garage, per our request in Section 2 below.)

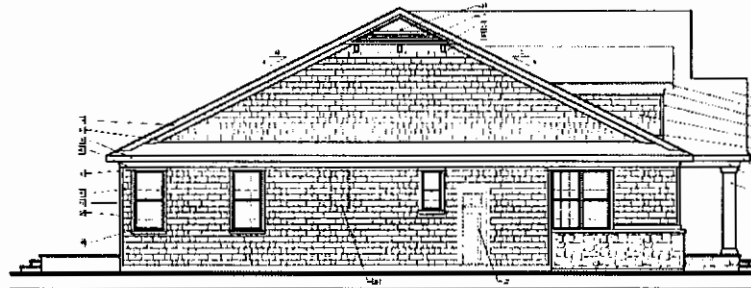


The vertical height of the new plan is approximately 27' 2" from the top of the highest foundation point to the roof ridge, which is slightly higher than the current ranch plan, but of course less than the height maximum of the two story plans of 31' $\frac{3}{4}$ ".

New Wellington Ranch Plan - Left:

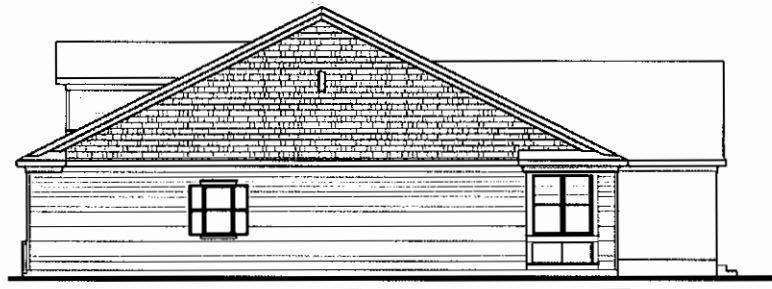


Current Hampton Ranch Plan - Left:

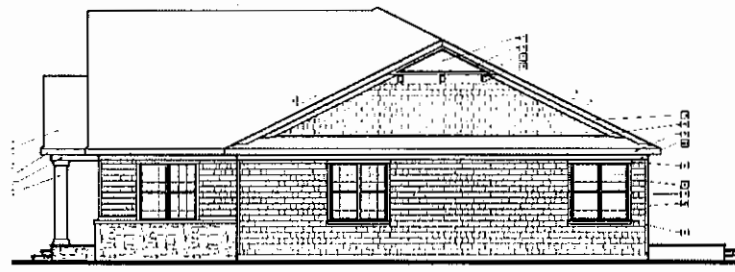


(Optional Sunroom not depicted)

New Wellington Ranch Plan - Right:



Current Hampton Ranch Plan - Right:

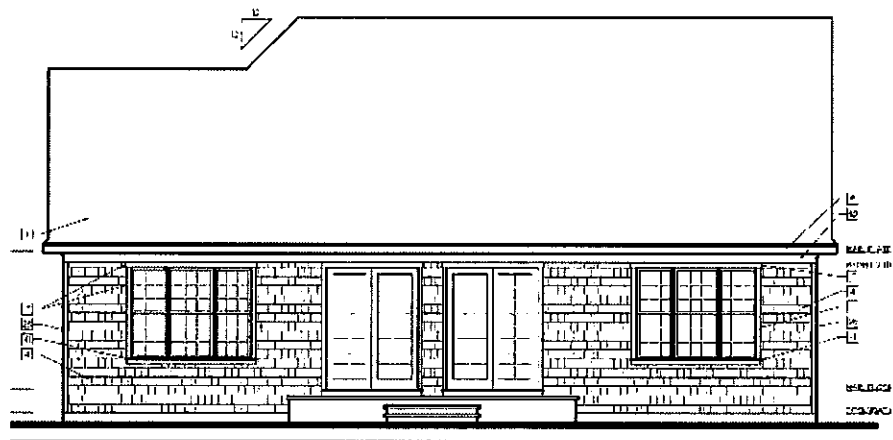


(Optional Sunroom not depicted)

New Wellington Ranch Plan - Rear:



Current Hampton Ranch Plan- Rear:



1. (Optional Sunroom not depicted)

Section 2: Request for Alternative Hampton Ranch Roof Detail

We are requesting a minor revision to allow a dormer detail above the garage for the previously-approved Hampton model. The request is to allow either the previously approved shed roof detail or the alternative dormer detail when the Hampton model is selected for a lot. From our experience the dormer-style detail is a popular selection with our customers, and this minor revision allows for additional architectural diversity for the community.

Previously Approved Shed Roof Detail



Requested Additional Dormer Style Roof Detail



Section 3: Alternative Hardie Siding Style and Additional Colors:

With this application, we are requesting (1) approval for the use of Hardie lap style siding, in addition to the previously-approved use of the Hardie shingle style siding, and (2) approval to add three additional colors to the approved siding color palette. Depictions of the lap and shingle styles for each of the previously approved colors (Gray Slate, Aged Pewter, Night Gray, and Timberbark), along with the requested three new colors (Iron Gray, Pearl Gray, and Rich Espresso), are shown below. We believe that the increased architectural diversity that will be present with the additional siding style and color selections will enhance the overall appearance of the Hinsdale Meadows community.

LAP AND SHINGLE STYLES FOR PREVIOUSLY-APPROVED COLORS:

GRAY SLATE:

Lap Style



Shingle Style



AGED PEWTER:

Lap Style

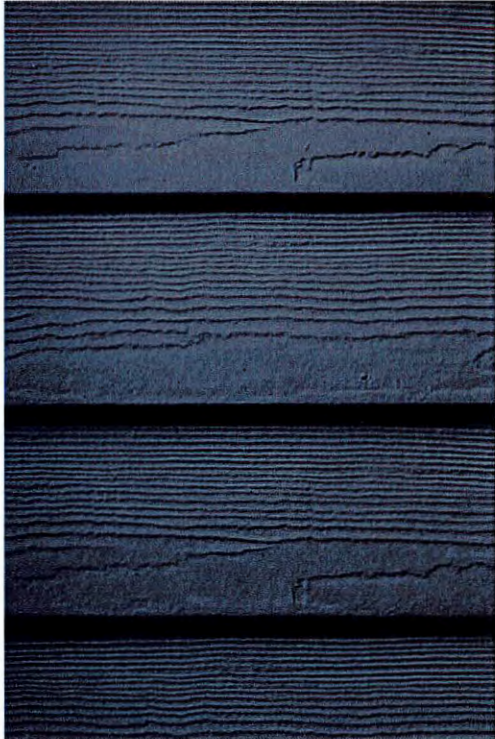


Shingle Style



NIGHT GRAY:

Lap Style

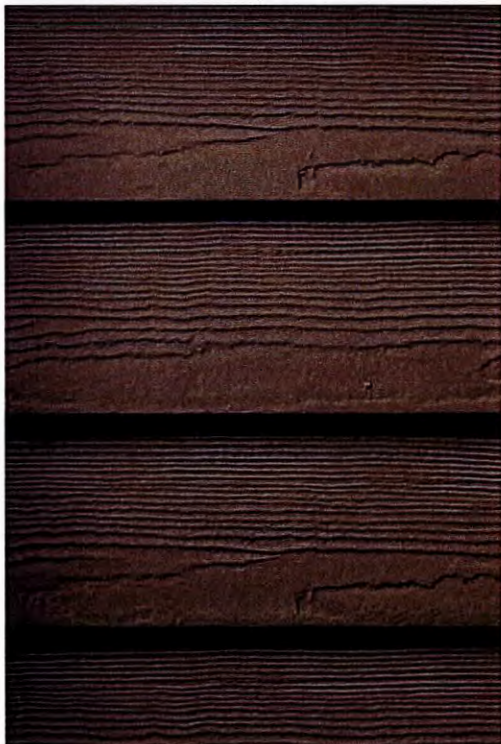


Shingle Style



TIMBER BARK:

Lap Style



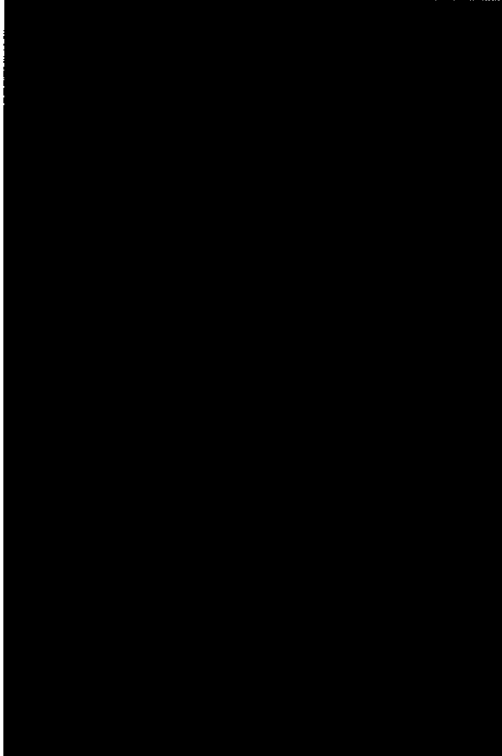
Shingle Style



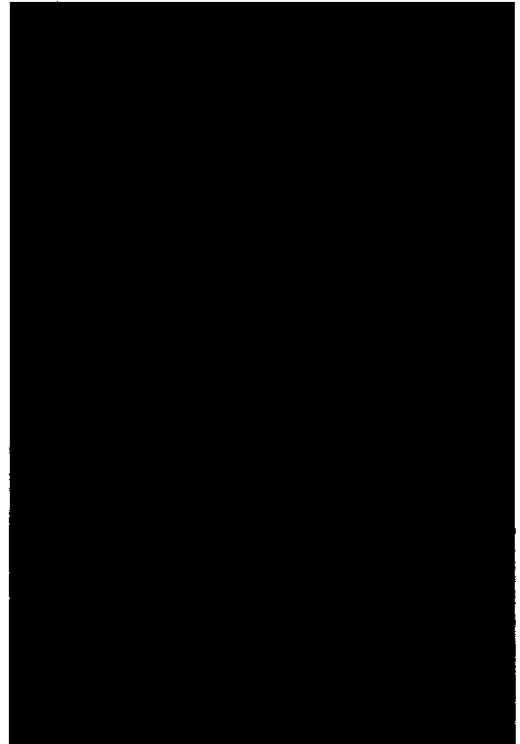
LAP AND SHINGLE STYLES FOR REQUESTED ADDITIONAL COLORS:

IRON GRAY:

Lap Style

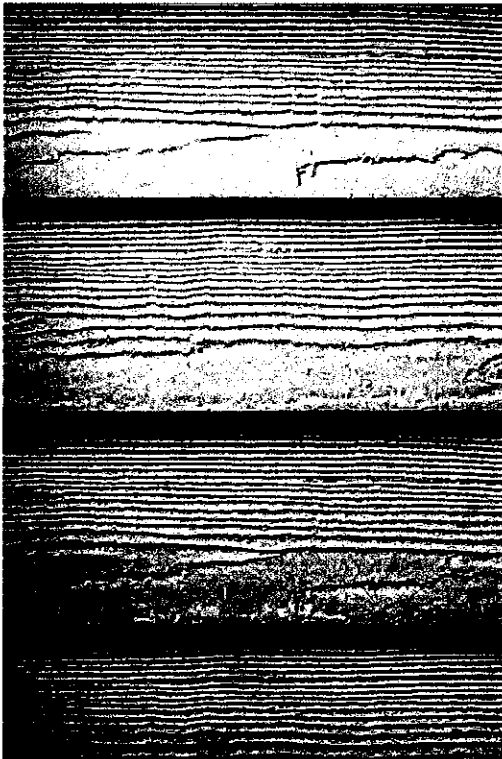


Shingle Style

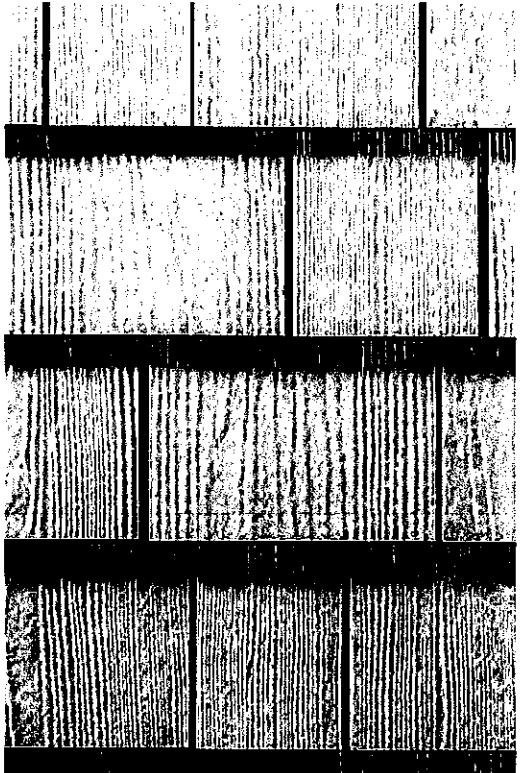


PEARL GRAY:

Lap Style



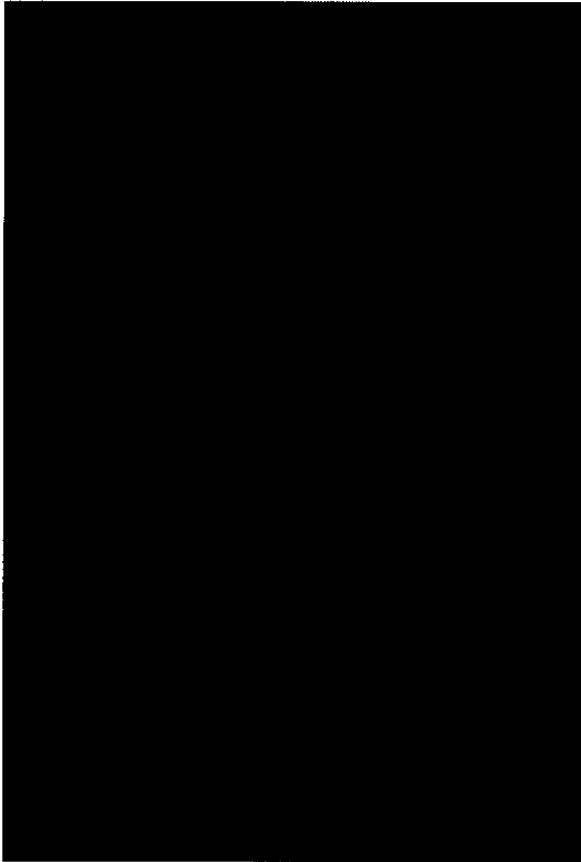
Shingle Style



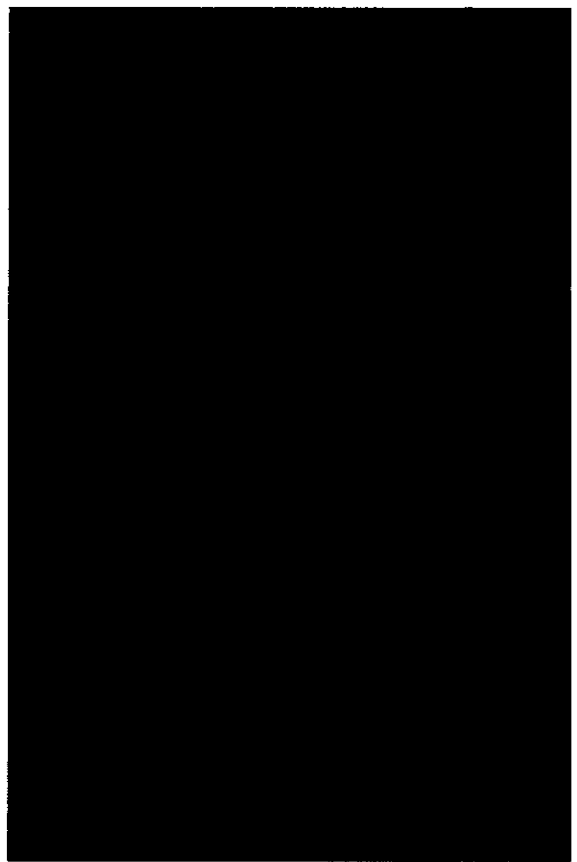
LAP AND SHINGLE STYLES FOR REQUESTED ADDITIONAL COLORS:

RICH ESPRESSO:

Lap Style



Shingle Style



Section 4: Committed Model Types to Date

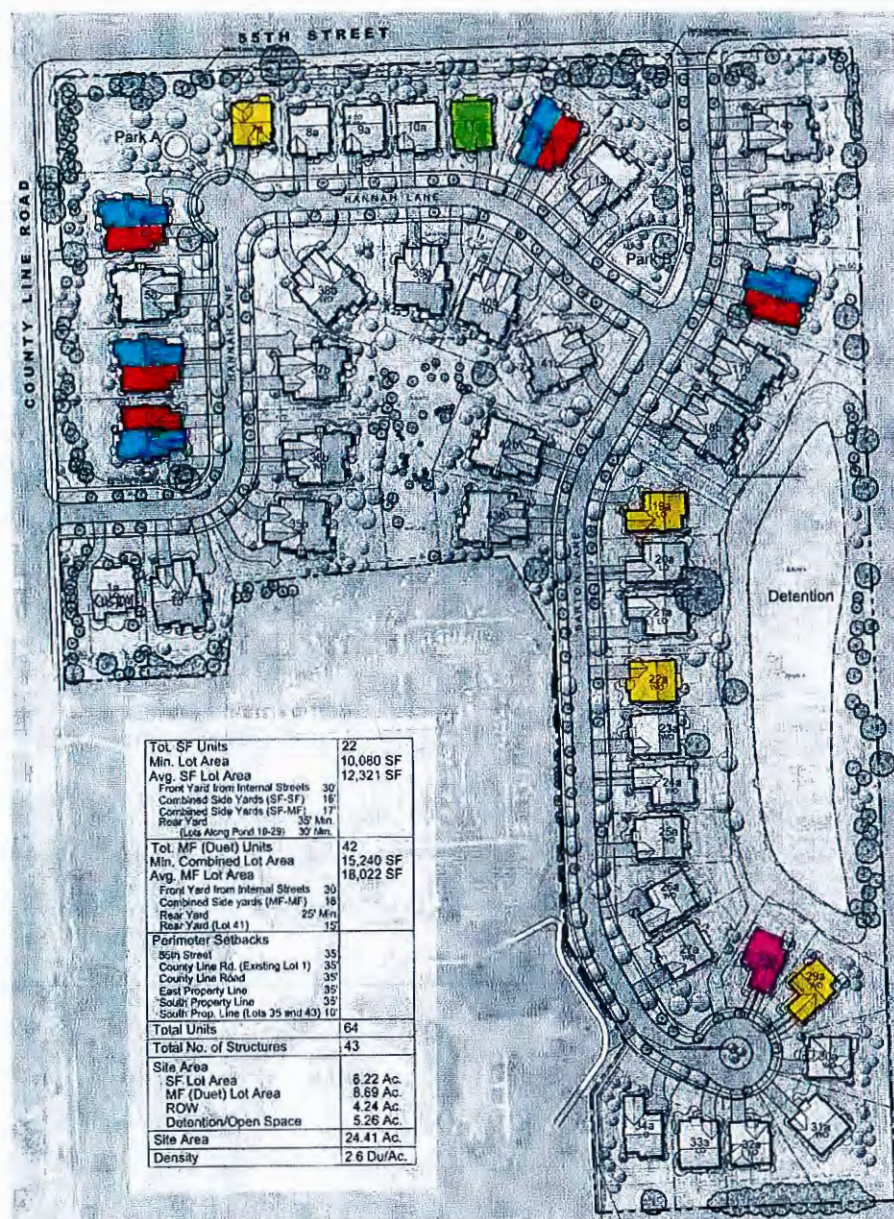
A color coded site map showing the committed model types to date is shown below. This map is intended to assist in the determination of how the above-requested revisions will increase the architectural diversity for the community as a whole. The models selected are based on the lots for which a building permit has been issued by the Village, along with homes that are under contract and the permit request is still pending. As described above, the introduction of the new model type and the new lap siding will increase the architectural diversity of the Hinsdale Meadows community.

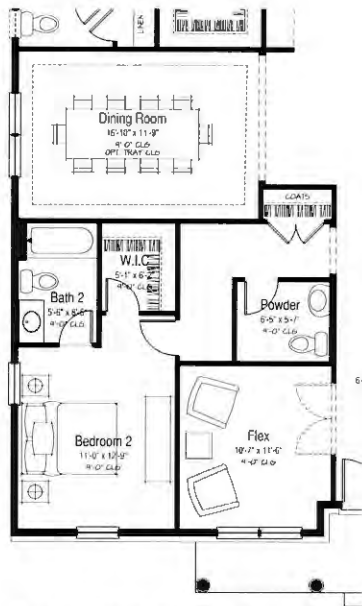
COMMITTED MODEL TYPES THRU 1/27/19

<p><u>DUPLEX HOMES</u></p> <p><u>ASHLEY (A UNIT)</u></p> <p><u>BECKETT (B UNIT)</u></p>	<p><u>SINGLE FAMILY HOMES</u></p> <p><u>NEW HAVEN</u></p> <p><u>TORRINGTON</u></p> <p><u>HAMPTON RANCH</u></p>
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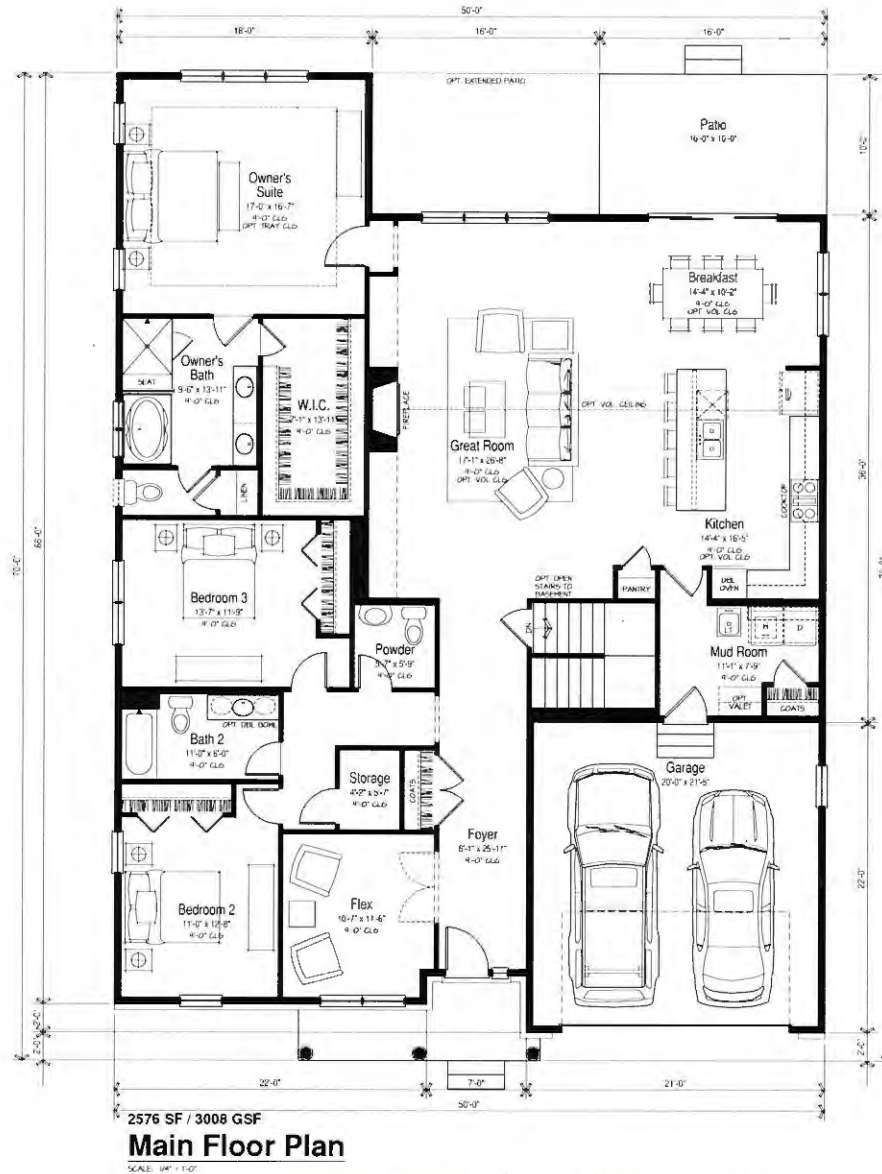
Sheet L-0

Hinsdale Meadows

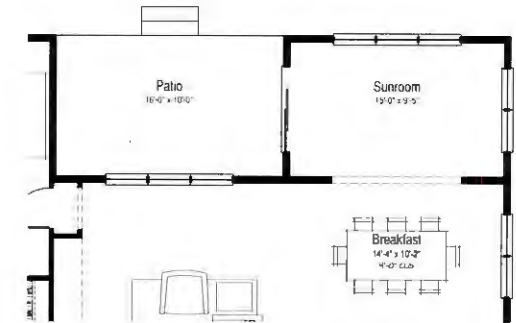




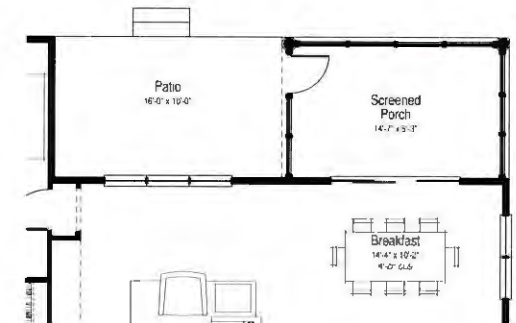
Optional Dining Room / Bed 2 Suite
Main Floor Plan
SCALE: 1/4" = 1'-0"



2576 SF / 3008 GSF
Main Floor Plan
SCALE: 1/4" = 1'-0"



Optional Sunroom (+160 S.F.)
Main Floor Plan
SCALE: 1/4" = 1'-0"



Optional Screened Porch
Main Floor Plan
SCALE: 1/4" = 1'-0"

EDWARD R JAMES HOMES

Wellington Ranch: Floor Plans - 2576 S.F.

HINSDALE MEADOWS
Hinsdale, IL

The drawings presented are illustrative of character and design intent only, and are subject to change based upon final design considerations (i.e. applicable codes, structural, and MEP design requirements, unit plan / floor plan changes, etc.) © 2018 BSB Design, Inc.

December 20, 2018 | SF160015.00



Attachment 2



Left Elevation

SCALE: 3/8" = 1'-0"



Front Elevation

SCALE: 3/8" = 1'-0"



Right Elevation

SCALE: 3/8" = 1'-0"



Rear Elevation

SCALE: 3/8" = 1'-0"

EDWARD R JAMES HOMES

Wellington Ranch: Character Elevations

HINSDALE MEADOWS
Hinsdale, IL

The drawings presented are illustrative of character and design intent only, and are subject to change based upon final design considerations (i.e. applicable codes, structural, and MEP design requirements, unit plan / floor plan changes, etc.) © 2018 BSB Design, Inc.

December 20, 2018 | SF160015.00



Attachment 2

TABLE OF COMPLIANCE

Address of subject property: Hinsdale Meadows, southeast corner of 55th and County Line

The following table is based on the R-2 Zoning District, along with the standards established by the Village Board's approval of the Hinsdale Meadows Planned Development.

You may write "N/A" if the application does NOT affect the building/subject property.	Underlying R-2 District Standard	Approved PD for Hinsdale Meadows – Detached SF	Proposed Revision or Impact of New Ranch Plan in PD Adjustment
Lot Area (SF)	20,000	10,000	No change to lot dimensions
Lot Depth	125'	125'	No change to lot dimensions
Lot Width	100'	56.5'	No change to lot dimensions
Building Height	30'	<30'	1-story ranch has less height than previously approved 2-story model types, so no change requested
Number of Stories	3	3	Ranch is considered 2-stories (including basement) on walk-out lots, so no change requested from max 3 stories
Front Yard Setback	35'	25' (Lots 7 to 11) 30' other lots	No change
Corner Side Yard Setback	35'	30'	No change, new plan has same width as current front-load model types
Interior Side Yard Setback	14.02' per Village calc.	8'	No change, new plan has same width as current front-load model types
Combination Side Yard Setback	39.06' per Village calc.	16'	No change, new plan has same width as current front-load model types
Rear Yard Setback	50'	30' along pond 35' other lots	No change
Maximum Floor Area Ratio (F.A.R.)*	268,234.25 sq. ft., entire site, combined SF + duplex	304,810.52 sq. ft., entire site, combined SF + duplex	To the extent the ranch plan is built on a lot in lieu of a previously-approved two-story model type, the total FAR for the project would decrease
Maximum Total Building Coverage*	25%	29.62%	No change, the new ranch plan will be offered with or without optional sunroom such that the building coverage ratio would not increase.

Maximum Total Lot Coverage*	50'	<50%	<50%, no change
Parking Requirements	N/A	N/A	N/A
Parking front yard setback	N/A	N/A	N/A
Parking corner side yard setback	N/A	N/A	N/A
Parking interior side yard setback	N/A	N/A	N/A
Parking rear yard setback	N/A	N/A	N/A
Loading Requirements	N/A	N/A	N/A
Accessory Structure Information	N/A	N/A	N/A

* Must provide actual square footage number and percentage.

Where any lack of compliance is shown, state the reason and explain the Village's authority, if any, to approve the application despite such lack of compliance: The new detached single family model type would expand the floor plan options for the age-targeted customer who prefers the convenience of single-story living, but who needs more square footage than the currently-approved ranch plan. The Village's authority with respect to planned developments such as Hinsdale Meadows is generally covered in Section 11-603 of the Zoning Code. Specific authority for the Village to vary regulations is included in Section 11-603(H), and its authority to allow for Major Adjustments to a Planned Development is included in Section 11-603(K)(2).

CERTIFICATION

The Applicant certifies and acknowledges and agrees that:

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

On the 13th day of February, 2019, I/We have read the above certification, understand it, and agree to abide by its conditions.

Signature of applicant or authorized agent

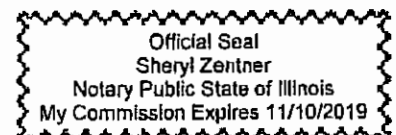
Jerry James
Name of applicant or authorized agent

Signature of applicant or authorized agent

Name of applicant or authorized agent

SUBSCRIBED AND SWORN
to before me this 13th day of
February, 2019.

Sheryl Zentner
Notary Public



VILLAGE OF HINSDALE
COMMUNITY DEVELOPMENT DEPARTMENT
19 East Chicago Avenue
Hinsdale, Illinois 60521-3489
630.789.7030

Application for Certificate of Zoning Compliance

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

Applicant's name: Hinsdale Meadows, LLC

Owner's name (if different): same

Property address: SEC 55th and County Line Road

Property legal description: [attach to this form]

Present zoning classification: R-2, Single Family Residential

Square footage of property: 24.4 acres

Lot area per dwelling: Varies

Lot dimensions: var x var

Current use of property: Approved for Planned Development

Proposed use: ☒ Single-family detached dwelling
☒ Other: Duplex buildings

Approval sought: ☐ Building Permit ☐ Variation
☐ Special Use Permit ☐ Planned Development
☐ Site Plan ☐ Exterior Appearance
☐ Design Review
☒ Other: PD Adjustment - New model type

Brief description of request and proposal:

Request for approval of additional SF model type, minor change to current elevation & new siding options

Plans & Specifications: [submit with this form]

Provided: Required by Code:

Yards:

front:	<u> </u>	<u>No change</u>
interior side(s)	<u> / </u>	<u>N/C / N/C</u>

Provided:

Required by Code:

corner side

rear

No change

No change

Setbacks (businesses and offices):

front:

interior side(s)

corner side

rear

others:

Ogden Ave. Center:

York Rd. Center:

Forest Preserve:

N/A

N/A /

N/A

N/A

N/A

N/A

N/A

N/A

Building heights:

principal building(s):

accessory building(s):

See appl.

N/A

Maximum Elevations:

principal building(s):

accessory building(s):

See appl.

N/A

Dwelling unit size(s):

No change

Total building coverage:

No change

Total lot coverage:

No Change

Floor area ratio:

No Change

Accessory building(s):

N/A

Spacing between buildings: [depict on attached plans]

principal building(s):

accessory building(s):

No change

N/A

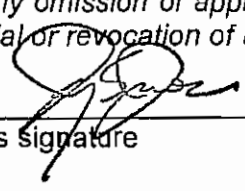
Number of off-street parking spaces required: N/A

Number of loading spaces required: N/A

Statement of applicant:

I swear/affirm that the information provided in this form is true and complete. I understand that any omission of applicable or relevant information from this form could be a basis for denial or revocation of the Certificate of Zoning Compliance.

By:

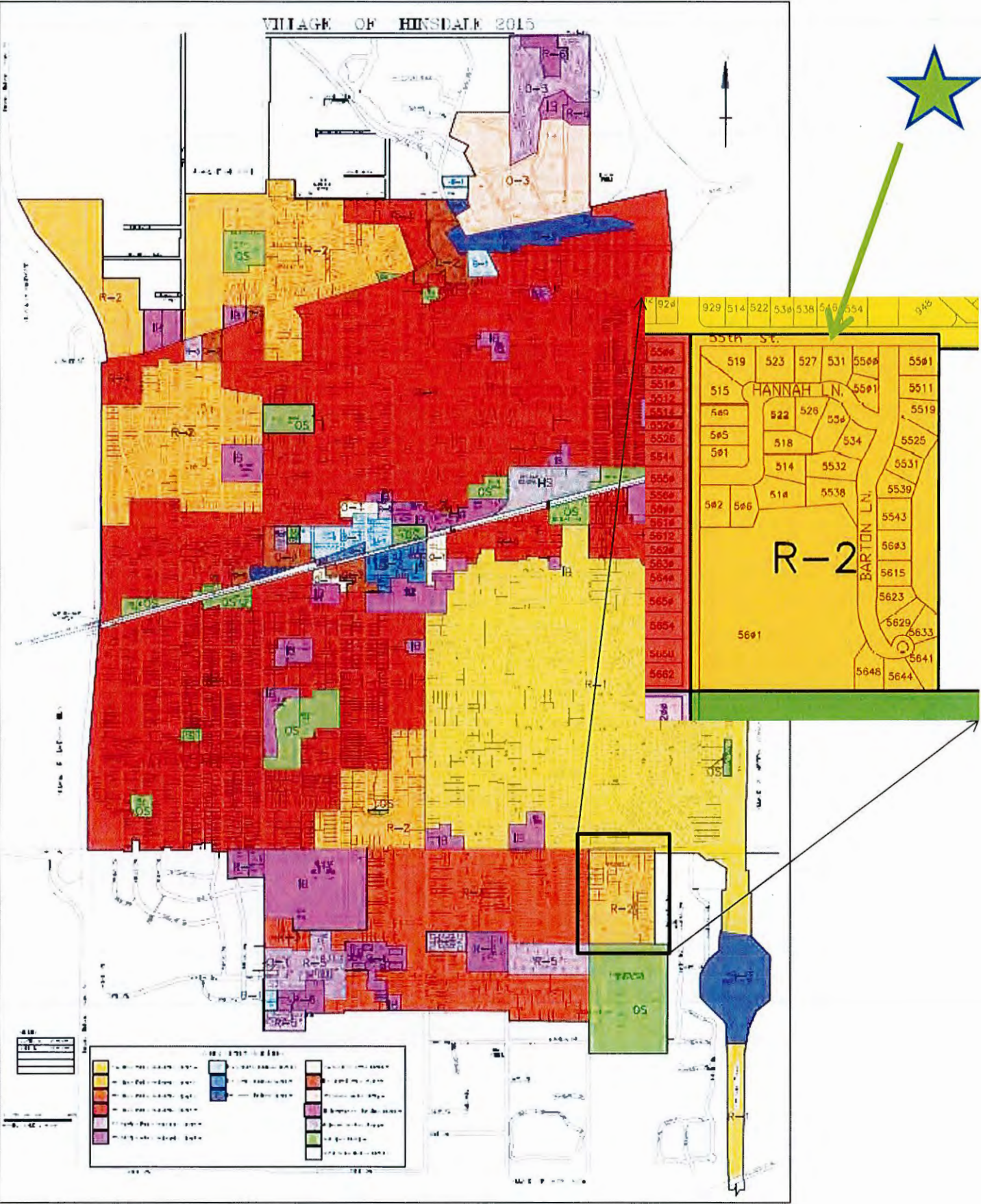

Applicant's signature

Jerry S. James

Applicant's printed name

Dated: 3/7, 2019.

Attachment 3: Village of Hinsdale Zoning Map and Project Location





MEMORANDUM

DATE: April 2nd, 2019

TO: President Cauley and the Village Board of Trustees

CC: Kathleen A. Gargano, Village Manager

FROM: Sammy Hanzel, Recreation Supervisor

RE: March Staff Report

The following is a summary of activities completed by the Parks & Recreation Department during the month of March.

Katherine Legge Memorial Lodge

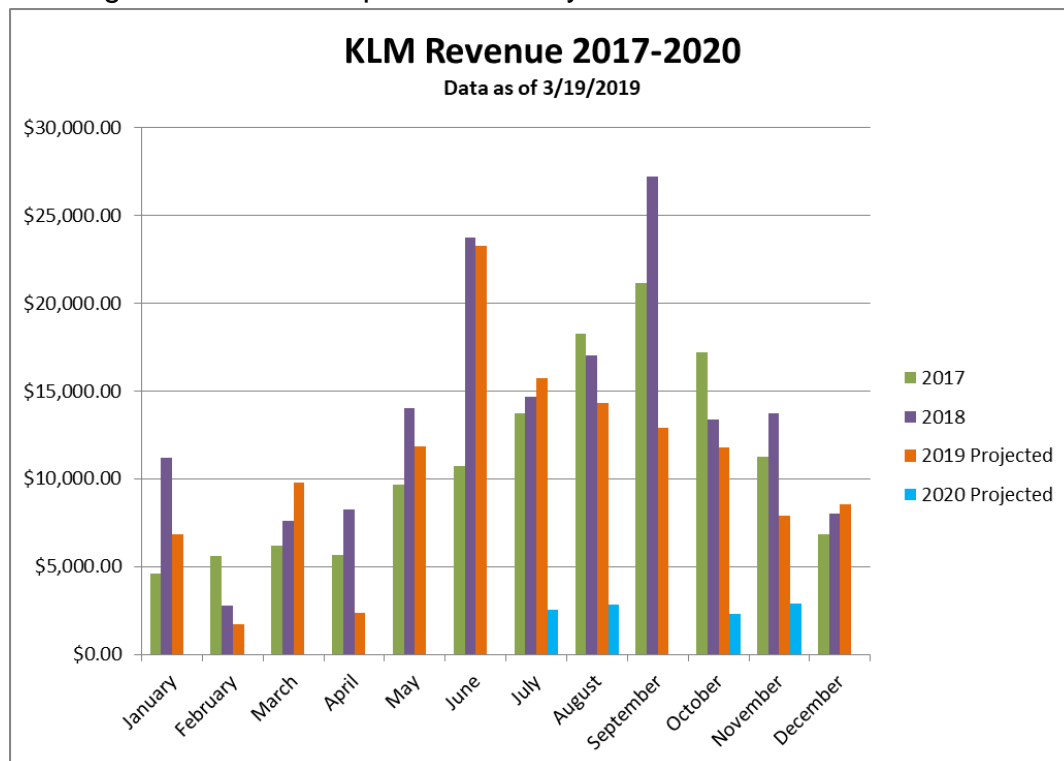
Preliminary gross rental and catering revenue for the fiscal year-to-date is \$155,084. Rental revenue for the tenth month of the 2018/19 fiscal year is \$1725. In February, there were three events held at the Lodge, which was one less than the previous year bookings for February. Expenses for February are higher than the previous year; this is due to building repairs made during the month of February, and timing of projects and invoices this fiscal year.

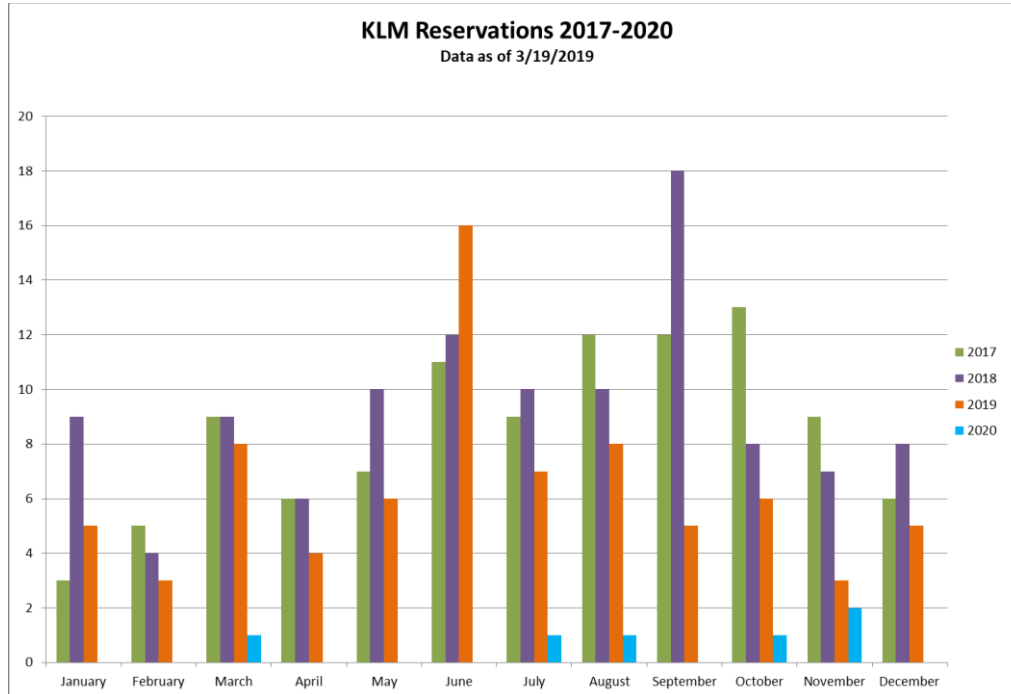
REVENUES	February		YTD		Change Over the Prior year	2018-19 Annual Budget	FY 18-19 % of budget	2017-18 Annual Budget	FY 17-18 % of budget
	Prior Year	Current Year	Prior Year	Current Year					
KLM Lodge Rental	\$2,495	\$1,725	\$120,649	\$140,584	\$19,935	\$150,000	94%	\$160,000	75%
Caterer's Licenses	\$0	\$0	\$11,500	\$14,500	\$3,000	\$13,000	112%	\$11,000	105%
Total Revenues	\$2,495	\$1,725	\$132,149	\$155,084	\$22,935	\$163,000	95%	\$171,000	77%
EXPENSES	February		YTD		Change Over the Prior year	2018-19 Annual Budget	FY 18-19 % of budget	2017-18 Annual Budget	FY 17-18 % of budget
	Prior Year	Current Year	Prior Year	Current Year					
Total Expenses	\$10,452	\$24,189	\$120,109	\$129,953	\$9,844	\$195,839	66%	\$197,651	61%
Net	(\$7,957)	(\$22,464)	\$12,040	\$25,131	\$13,091				

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KLM Gross Monthly Revenues								
Month	2011/12 FY	2012/13 FY	2013/14 FY	2014/15 FY	2015/16 FY	2016/17 FY	2017/18 FY	2018/19 FY
May	\$ 8,561	\$ 8,801	\$ 16,796	\$ 13,745	\$ 16,000	\$ 12,200	\$ 9,600	\$ 13,675
June	\$ 11,156	\$ 10,745	\$ 26,818	\$ 17,450	\$ 22,770	\$ 22,845	\$ 12,595	\$ 23,045
July	\$ 13,559	\$ 9,786	\$ 18,650	\$ 12,909	\$ 27,475	\$ 12,550	\$ 13,950	\$ 16,874
August	\$ 17,759	\$ 18,880	\$ 19,579	\$ 25,350	\$ 24,775	\$ 11,500	\$ 18,130	\$ 15,205
September	\$ 14,823	\$ 14,498	\$ 12,137	\$ 24,510	\$ 15,250	\$ 12,645	\$ 15,560	\$ 27,860
October	\$ 16,347	\$ 15,589	\$ 14,825	\$ 23,985	\$ 25,580	\$ 21,045	\$ 16,780	\$ 12,770
November	\$ 8,256	\$ 11,612	\$ 8,580	\$ 14,724	\$ 14,825	\$ 6,700	\$ 11,250	\$ 13,450
December	\$ 8,853	\$ 10,265	\$ 13,366	\$ 17,290	\$ 17,200	\$ 13,457	\$ 7,050	\$ 9,125
January	\$ 1,302	\$ 4,489	\$ 250	\$ 8,450	\$ 2,850	\$ 4,624	\$ 11,164	\$ 6,855
February	\$ 2,301	\$ 6,981	\$ 7,575	\$ 3,120	\$ 2,400	\$ 4,550	\$ 2,495	\$ 1,725
March	\$ 2,506	\$ 7,669	\$ 4,245	\$ 6,725	\$ 8,945	\$ 5,944	\$ 8,045	
April	\$ 2,384	\$ 4,365	\$ 3,600	\$ 12,695	\$ 9,125	\$ 4,300	\$ 7,482	
total	\$ 107,807	\$ 123,680	\$ 146,421	\$ 180,953	\$ 187,195	\$ 132,360	\$ 134,101	\$ 140,584

The graph below shows the past three years of lodge revenue and the upcoming years' projections. Future projections are based on what is currently booked already. Also included is a graph indicating the number of reservations so far for 2019 and 2020 by month. Typically events are booked 6-18 months in advance of the rentals; however, if there are vacancies, staff will accept reservations within 5 days of an event. These tracking devices will be updated monthly.





Staff is currently working with the approved marketing plan for the 2018/19 FY, including the addition of Search Engine Optimization (SEO) and progressive marketing through The Knot. A sub-committee was started and held its fourth meeting on March 21st. The committee is working on expanding the detailed marketing plan, specific to KLM; including rebranding marketing materials and upgrading the website. The next committee meeting will be held in June.

KLM Lodge hosted their annual Open House for potential clients and the public on March 14th. Over 100 people attended. Preferred caterers and vendors set up tables at this event as well.

Upcoming Brochure & Activities

Brochure & Programming

The winter/spring programs are underway. Spring T-Ball League begins April 3rd, it is at its maximum capacity of 96 kids. This program is supported by 24+ volunteer coaches and league sponsor, Spring Orthodontics. The 2019 Summer Brochure was delivered to



MEMORANDUM

residents and available online on March 18th. Resident registration opened March 25th and non-resident registration will open on April 8th.

Special Events

The next special event will be the Easter Egg Hunt on Saturday April 20th, in Robbins Park. This event is coordinated in conjunction with the Community House. The week after the Egg Hunt is our annual Park Clean-Up Day on Friday, April 26th to celebrate Earth Day. Community groups volunteer and conduct park clean-up projects or do spring plantings in conjunction with the Public Services Department. Trader Joe's donates snacks and refreshments for all our volunteers.

Community Pool

2019 pool passes went on sale on March 1st. So far 2019 membership sales are ahead by 22%. A breakdown of total pass sales compared to the prior year are provided in a table below.

The Super Pass lottery was drawn on March 18th. There was a limit of 100 passes available which sold out, and unfortunately 106 still had to be turned down this year to due lack of sufficient passes available for sale. Super Passes allow access to both the Hinsdale and Clarendon Hills pools. In order to enroll in the lottery you had to purchase a Hinsdale Pool membership.

Details on the upcoming season's programming and events are included in the Summer Brochure. Expect new pool events like Member Appreciation Night, Mermaid and Pirate Meet-n-Greet, and Armed Forces/First Responders Night; and returning events like Cardboard Boat Regatta, Christmas in July/Float-in Movie, and the Dog Days of Summer. The pool opens for the season on Saturday, May 25th.

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As of March 21, 2019	As of March 23, 2018 2018 Pass Revenue						As of March 21, 2019 2019 Pass Revenue					
	New Passes	Renew Passes	Total	Revenue	% Change Over Prior Year	Change Over the prior year	New Passes	Renew Passes	Total	Revenue	% Change Over Prior Year	Change Over the prior year
Resident												
Nanny + Nanny Super	4	13	17	\$950	-30%	-\$415	13	15	28	\$1,560	64%	\$610
Family Primary	17	65	82	\$22,170	27%	\$4,770	31	64	95	\$27,550	24%	\$5,380
Family Secondary	78	216	294		#DIV/0!	\$0	109	216	325			
Individual	1	3	4	\$495	0%	\$0	1	0	1	\$165	-67%	-\$330
Senior Pass	1	3	4	\$320	-43%	-\$240	5	7	12	\$960	200%	\$640
Family Super	19	6	25	\$6,644	-16%	-\$1,226	62	13	75	\$3,750	-44%	-\$2,894
Family Super Secondary	61	12	73	\$1,800	67%	\$720	16	6	22	\$1,100	-39%	-\$700
Family Super Third			0		-100%	-\$1,035			0		#DIV/0!	\$0
Family Super 4+			0		-100%	-\$480			0		#DIV/0!	\$0
Individual Super Pass			0		#DIV/0!	\$0			0		#DIV/0!	\$0
Senior Super Pass			0		#DIV/0!	\$0			0		#DIV/0!	\$0
Resident Total	181	318	499	\$32,379	7%	\$2,094	237	321	558	\$35,085	8%	\$2,706
Neighborhood												
Neighbor Family	3	9	12	\$4,405	-39%	-\$2,820	13	13	26	\$9,515	116%	\$5,110
Neighborhood Individual	0	0	0	\$0	#DIV/0!	\$0	0	0	0	\$0	#DIV/0!	\$0
Neighbor Add'l	11	30	41		#DIV/0!	\$0	39	42	81	\$0	#DIV/0!	\$0
Neighborhood Total	14	39	53	\$4,405	-39%	-\$2,820	52	55	107	\$9,515	116%	\$5,110
Non-Resident												
Non Resident Family	0	0	0	\$0	-100%	-\$515	0	0	0	\$0	#DIV/0!	\$0
Non Resident Family Secondary	0	0	0		#DIV/0!	\$0	0	0	0	\$0	#DIV/0!	\$0
Non Resident Individual	0	0	0	\$0	#DIV/0!	\$0	0	0	0	\$0	#DIV/0!	\$0
Non Resident Senior	1	0	1	\$155	#DIV/0!	\$155	1	0	1	\$155	0%	\$0
Non Resident Nanny	1	1	2	\$180	-33%	-\$90	4	3	7	\$630	250%	\$450
Non-resident Total	2	1	3	\$335	-57%	-\$450	5	3	8	\$785	134%	\$450
10-Visit	3		3	\$240	41%	\$70	1		1	\$70	-71%	-\$170
TOTAL			0	\$37,359	-3%	-\$1,106				\$45,455	22%	\$8,096

Field & Park Updates

Fields/Parks

All fields and bathrooms were reopened as of April 1st for the spring season. The majority of our field space is already booked. Public Services staff have been working hard preparing fields and parks for spring, including lining fields, aerating, and seeding.

Platform Tennis

Memberships

Renewal letters were sent out to past members in late August. This was three weeks later than the normal timeframe due to pricing discussions with HPTA and the Village Board. Pricing for the 2018/19 season increased as indicated in the chart below. A late of \$50 is now being charged for all registrations. Current year-to-date membership revenue in comparison to the same period of the previous year is indicated in the chart below.

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Platform Tennis Membership Summary

		2017					2018						
Memberships as of 2/20/19	2017 Fees	New Members	Renewal Members	Total Members	Revenue YTD	2018 Fees	New Members	Renewal Members	Total Members	Change over Prior Year	Revenue YTD	Change over Prior Yr.	% of Change Over Prior Year
Resident Individual	\$200	10	53	63	\$12,600	\$250	11	42	53	-10	\$13,250	\$650	5%
Resident Family	\$250	5	20	25	\$6,250	\$300	5	11	16	-9	\$4,800	-\$1,450	-23%
Resident Secondary	\$0	14	53	67	\$0	\$0	18	23	41	-26	\$0	\$0	0%
Resident Total		29	126	155	\$18,850		34	76	110	-45	\$18,050	-\$800	-4%
Non-Resident Individual	\$300	16	96	112	\$33,600	\$375	39	86	125	13	\$46,875	\$13,275	40%
Non-Resident Family	\$375	3	21	24	\$9,000	\$450	4	22	26	2	\$11,700	\$2,700	30%
Non-Resident Secondary	\$0	18	48	66	\$0	\$0	23	42	65	-1	\$0	\$0	0%
Non-Resident Total		37	165	202	\$42,600		66	150	216	14	\$58,575	\$15,975	38%
Total Lifetime Members		0	227	227	\$0		1	204	205	-22	\$0	\$0	0%
Res League Players 10 Visit	\$100	3	0	3	\$300	\$125	2	0	2	-1	\$250	-\$50	-17%
NR League Players 10 Visit	\$150	2	0	2	\$300	\$188	3	0	3	1	\$564	\$264	88%
10 Visit Total				5	\$600		5	1	6	1	\$814	\$214	36%
Total Memberships/Revenue		71	518	589	\$62,050		106	430	537	-52	\$77,439	\$15,389	25%



MEMORANDUM

DATE: March 20, 2019
TO: President Cauley and the Village Board of Trustees
CC: Kathleen A. Gargano, Village Manager
FROM: Robert McGinnis, Community Development Director/Building Commissioner *RM*
RE: **Community Development Department Monthly Report-February 2019**

In the month of February the department issued 45 permits including 1 new single family home and 5 commercial alterations. The department conducted 228 inspections and revenue for the month came in at just over \$62,000.

There are approximately 79 applications in house, including 12 single family homes and 15 commercial alterations. There are 33 permits ready to issue at this time, plan review turnaround is running approximately 2-3 weeks, and lead times for inspection requests are running approximately 24 hours.

The Engineering Division has continued to work with the department in order to complete site inspections and respond to drainage complaints. In total, 38 engineering inspections were performed for the month of February by the division. This does not include any inspection of road program work and is primarily tied to building construction and drainage complaints.

We currently have 17 vacant properties on our registry list. The department continues to pursue owners of vacant and blighted properties to either demolish them and restore the lots or come into compliance with the property maintenance code.

COMMUNITY DEVELOPMENT MONTHLY REPORT February 2019

PERMITS	THIS MONTH	THIS MONTH LAST YEAR	FEES	FY TO DATE	TOTAL LAST FY TO DATE
New Single Family Homes	1	2			
New Multi Family Homes	0	0			
Residential Addns./Alts.	12	11			
Commercial New	0	0			
Commercial Addns./Alts.	5	8			
Miscellaneous	9	4			
Demolitions	0	2			
Total Building Permits	27	27	\$ 50,040.00	\$1,067,255.00	\$921,144.00
Total Electrical Permits	8	11	\$ 6,763.00	\$ 86,974.00	\$79,894.00
Total Plumbing Permits	10	9	\$ 5,241.00	\$ 151,079.00	\$130,066.00
TOTALS	45	47	\$ 62,044.00	\$1,305,308.00	\$ 1,131,104.00

Citations			\$0		
Vacant Properties	17				

INSPECTIONS	THIS MONTH	THIS MONTH LAST YEAR			
Bldg, Elec, HVAC	115	194			
Plumbing	26	40			
Property Maint./Site Mgmt.	49	63			
Engineering	38	42			
TOTALS	228	339			

REMARKS:



MEMORANDUM

DATE: March 29, 2019

TO: Kathleen A. Gargano, Village Manager

CC: President Cauley and the Village Board of Trustees

FROM: Anna Martch, Economic Development and Communications Specialist
Emily Wagner, Administration Manager

RE: March Economic Development Monthly Report

The following economic development updates are for your review:

- The Economic Development Commission (EDC) meeting scheduled for March 26 was cancelled due to no quorum. The next scheduled meeting is scheduled for April 23.
- On March 6, staff met with a local resident who is interested in opening a fitness studio geared towards kids' classes.
- On March 14, staff attended the International Council of Shopping Centers (ICSC) retail real estate forum in Rosemont. Topics at the forum included learning about the ever-changing grocery landscape in communities, what makes mixed-use work in communities, how important signage can be to visitors, the change of shopping habits and public-private partnerships.
- On March 21, staff attended the Chamber of Commerce marketing and membership meeting to review details of the new Hinsdale wine walk event, the upcoming farmer's market season and the Hinsdale fine arts festival.
- During the month of March, staff assisted with the new Hinsdale Restaurant Week event that took place March 3-10. Staff has received positive feedback on the event from the local restaurants and are planning to continue budgeting for this event in 2020.
- Throughout the month of March, staff has been working with the AMITA Hospital and the Village Attorney to have a memorandum of understanding drafted for both parties to review. This is the final approval needed before the welcome sign may be ordered.
- Throughout the month of March, staff has been working on a new employee resource guide. This guide will help new employees understand the benefits and resources available to them during their employment with the Village.
- Currently the Village has a 90% compliance rate of completed 2019 business licenses.
- During the month of March, Ladies Love Luxury (women's clothing and accessories) opened at 10 E. Hinsdale Avenue, second floor.