



MEETING AGENDA

**MEETING OF THE
VILLAGE BOARD OF TRUSTEES
Tuesday, May 7, 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) Special Meeting of April 23, 2019
 - b) Closed Session of March 5, 2019
 - c) Closed Session of April 23, 2019
- 4. PROCLAMATION – BUILDING SAFETY MONTH**
- 5. VILLAGE PRESIDENT’S REPORT**
- 6. OATH OF OFFICE AND SEATING OF VILLAGE BOARD MEMBERS**
- 7. ADJOURNMENT SINE DIE**

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Tuesday, May 7, 2019
7:30 P.M.
MEMORIAL HALL – MEMORIAL BUILDING
(Tentative & Subject to Change)**

1. CALL TO ORDER

2. CITIZENS' PETITIONS (Pertaining to items appearing on this agenda)*

3. FIRST READINGS – INTRODUCTION**

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

Environment & Public Services (Chair Byrnes)

- a) Award the engineering services for design of the E. Chicago Avenue Drainage Corridor Project to HR Green, Inc. in the amount not to exceed \$133,400
- b) Approve a professional services agreement with HR Green to provide owner's representative services for the parking deck project at a cost not to exceed \$70,738
- c) Approve the North Madison Street Flood Project (East) to Burke LLC in an amount not to exceed \$520,760, and confirm acceptance of bids received from Kensington Hinsdale Building, LLC in the amount not to exceed \$771,600

Zoning and Public Safety (Chair Stifflear)

- d) Approve an Ordinance approving a fourth major adjustment to a Planned Development – Hinsdale Meadows (Southeast corner of 55th Street and County Line Road) – Hinsdale Meadows, LLC

4. 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 April 24, 2019 to May 7, 2019, in the aggregate amount of \$609,232.20 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 FY 2019-2020 Village Pay Plan (*First Reading – April 23, 2019*)

Environment & Public Services (Chair Byrnes)

- c) Approve the award of Tree Pruning Bid #1655 to Nels J. Johnson Tree Experts Inc. for tree pruning services in the amount not to exceed the budgeted amount of \$73,906

- d) Waive the competitive bidding requirement in favor of the Northwest Municipal Conference Joint Purchasing Program – Contract #161 with Standard Equipment Company and approve the purchase of a new combination Vactor truck not to exceed \$346,890
- e) Award the contract for engineering review services to James J. Benes and Associates, Inc. for an amount not to exceed \$45,000

5. 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 an Agreement and Grant a Recreation License to the Hinsdale Platform Tennis Association (HPTA) (*First Reading – April 23, 2019*)
- b) Approve a policy and guidelines for requests to name newly acquired parkland, park amenities and buildings (*Discussion – March 19, 2019, Second Reading – April 23, 2019*)

Environment & Public Services (Chair Byrnes)

- c) Approve awarding Bid Group 1 for excavation and storm water management for the parking deck project to Lima Excavating in an amount not to exceed \$1,914,400
- d) To reject all competitive bids for plumbing for the parking deck project

6. DISCUSSION ITEMS

- a) Dog restraint and confinement ordinance

7. DEPARTMENT AND STAFF REPORTS

- a) Engineering
- b) Parks & Recreation
- c) Economic Development
- d) Police

8. REPORTS FROM ADVISORY BOARDS AND COMMISSIONS

9. OTHER BUSINESS

10. NEW BUSINESS

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

12. TRUSTEE COMMENTS

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

14. ADJOURNMENT

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

*****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 SPECIAL MEETING
April 23, 2019

The specially scheduled meeting of the Hinsdale Village Board of Trustees was called to order by Village President Tom Cauley in Memorial Hall of the Memorial Building on Tuesday, April 23, 2019 at 7:30 p.m., roll call was taken.

Present: Trustees Christopher Elder, Michael Ripani, Luke Stifflear, Gerald J. Hughes, *present by telephone*, 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 Emily Wagner, Finance Director Darrell Langlois, Police Chief Brian King, Deputy Fire Chief Tim McElroy, Director of Community Development/Building Commissioner Robb McGinnis, Director of Public Services George Peluso, Village Engineer Dan Deeter, Recreation Supervisor Sammie Hanzel, 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 April 2, 2019

Following changes to the draft minutes, Trustee Elder moved to **approve the draft minutes of the regular meeting of April 2, 2019, as amended.** Trustee Byrnes seconded the motion.

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

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

CITIZENS' PETITIONS

None.

PROCLAMATION – ARBOR DAY

President Cauley read the Arbor Day Proclamation.

VILLAGE PRESIDENT'S REPORT

President Cauley reported good news on the financial front for the period of May 1, 2018 through February 28, 2019. Although budget numbers ebb and flow, revenues are higher and expenses are lower. Including unspent contingency funds, the Village is \$780,000 better than budgeted.

President Cauley explained the Board needed to adjourn for a ten minutes closed session. Trustee Stifflear moved to **adjourn the meeting into Closed Session under 5 ILCS 120/2(C)(6), setting of a price for sale or lease of property owned by the public body, and 5 ILCS 120/2(c)(11) Litigation, filed or pending before a court or administrative tribunal or when an action is probable or imminent.** Trustee Elder seconded the motion.

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

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

Meeting adjourned to closed session at 7:36 p.m., and reconvened in open session at 7:56 p.m.

FIRST READINGS – INTRODUCTION

Administration & Community Affairs (Chair Hughes)

a) **Approve an Agreement and Grant a Recreation License to the Hinsdale Platform Tennis Association (HPTA)**

Trustee Hughes introduced the item explaining that since August 2018, the Board has been discussing the situation with paddle tennis, and ongoing efforts for a new agreement. A new operating model and agreement is ready for discussion tonight. The old agreement was unsatisfactory to both parties, and did not anticipate many issues; a clear division of responsibility for maintenance of facilities, no agreement of cost sharing for major repairs, competition from other clubs, or planning for the investment needs of the facilities. The Board has had to make urgent unbudgeted repairs, therefore, a goal of the new agreement is to make clear the financial commitment of the Village. The new agreement will transition responsibilities to the HPTA. The Village will contribute 10% and \$40,000 to the new hut, share the costs of major repairs equally, and manage membership rates for residents. The annual investment is capped at \$30,000, which puts the Village in a more reasonable and attractive position. The cost to the Village has been a \$21,000 average per year since 2005. He thanked staff, the Parks & Recreation Commission and the HPTA team for their hard work on this agreement.

Ms. Alice Waverley, Chair of the Parks & Recreation Commission, addressed the Board stating the Commission reviewed the agreement at their April 19 meeting and gave a unanimous vote of support. This is simpler more straightforward agreement. She believes it is a win/win; it gives Hinsdale a premier public program again, and HPTA will be able to expand membership when new facilities are in place.

Mr. Marty Brennan, President of the Hinsdale Platform Tennis Association, addressed the Board and stated he echoed Ms. Waverley's remarks. He added this is a very strong agreement for the Village, HPTA and the community.

Trustee Stifflear referenced the \$7,500 maintenance reserve, an amount that is matched by HPTA. He described it as an escrow fund that HPTA will control, but invoices are required by the Village. Mr. Brennan said notification will be given to staff for withdrawals. Finance Director Darrell Langlois said we will segregate the money, and the \$7,500 is due by April 1 of each year. Trustee Posthuma has some concerns, but will work through these before the second reading. Trustee Byrnes asked why our courts are the most used in Chicago despite the need for updating. Mr. Brennan explained that with a public court, the barrier for entry is very low.

President Cauley likes the agreement, because it gives the Village budgetary certainty for planning purposes.

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

b) Approve the FY 2019-2020 Village Pay Plan

Trustee Hughes introduced the item and explained it is an annual housekeeping item regarding salaries and wages specified for different roles in the Village. The cost of living adjustment (COLA) is an increase of 2.25% across the board. President Cauley pointed out the State of Illinois has raised the minimum wage. This will apply primarily to seasonal, summer help. There is no impact this year, but will result in about a \$70,000 increase in payroll costs next year.

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

c) Approve a policy and guidelines for requests to name newly acquired parkland, park amenities and buildings (*Discussion – March 19, 2019*)

Trustee Hughes introduced the item and noted the Board began review of the draft policy in March 2019. The policy deals with the naming of parks, park facilities and amenities. The Board provided feedback to the Parks & Recreation Commission, and this version is simpler and easier in terms of petitions and Commission discretion.

Ms. Waverley pointed out this is a method based on broad public support, and is addressing current unnamed assets, not parkland. She described the process, the required public notice and the petition. President Cauley is concerned that this may be too time-consuming. Ms. Waverley feels this will actually be less so, because there is no grey area, and clear guidelines. Discussion followed regarding the process and specifically what can be named, and qualifying standards for naming. The Board agreed not to name fields within a park. Staff will adjust the language of the policy for the second reading.

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

Environment & Public Services (Chair Byrnes)

d) Approve awarding Bid Group 1 for excavation and storm water management for the parking deck project to Lima Excavating in an amount to exceed \$1,789,900

Trustee Byrnes introduced the item and explained this is the first money to be spent for excavation, storm water detention and necessary plumbing for the parking deck project. When this matter appears for a second reading, staff will have additional Group 2 bids for the project, and that information will be available for Board review. The Lima Excavating bid was received in December 2018, and cautioned to keep this pricing, the item should be

approved. Village Manager Kathleen Gargano pointed out the contractor has extended the bid multiple times.

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

CONSENT AGENDA

Administration & Community Affairs (Chair Hughes)

- a) Trustee Posthuma moved **Approval and payment of the accounts payable for the period of April 3, 2019 to April 23, 2019, in the aggregate amount of \$1,034,754.65 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.

The following items were approved by omnibus vote:

Environment & Public Services (Chair Byrnes)

- b) **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 (First Reading – April 2, 2019)**
- c) **Award year two of the two year contract #1639 with Eco-Clean Maintenance, Inc. for custodial services within Village facilities, in the amount not to exceed \$74,184**
- d) **Award year three of the three year contract with Clark Environmental Mosquito Management, Inc. for annual mosquito abatement services in an amount not to exceed \$55,496**
- e) **Award renewal of contract #1625 to Al Warren Oil at the rate of the Oil Price Information Service plus \$0.0225 for the purchase of gasoline and diesel**
- f) **Award year two of the two year contract #1640 to Trees R Us, Inc. for elm inoculation in the amount of \$12.05/per inch not to exceed the proposed budgeted amount of \$157,662**
- g) **Award year two of the two year contract #1641 to Steve Piper and Sons, Inc. for tree maintenance in the amount not to exceed \$74,436**

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

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

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

SECOND READINGS / NON-CONSENT AGENDA – ADOPTION

Administration & Community Affairs (Chair Hughes)

- a) **Approve the FY 2019-20 Annual Performance Budget** (*First Reading – April 2, 2019*)

Trustee Hughes introduced the item, noting the budget has been thoroughly reviewed, and there have been no changes.

Trustee Hughes moved to **Approve the FY 2019-20 Annual Performance Budget**. Trustee Elder seconded the motion.

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

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

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** (*First Reading – April 2, 2019*)

Trustee Byrnes referenced the comments made at the first reading of this item, and reiterated that this vendor has worked for the Village in the past and done a good job.

Trustee Byrnes moved to **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**. Trustee Posthuma seconded the motion.

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

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

- c) **Waive the First Reading and Approve an Ordinance Amending Section 7-4G-17 (Right to Connect) of the Village Code of Hinsdale Relative to the Use of the Village's Waterworks System**

Trustee Byrnes introduced the item which is a housekeeping item regarding new construction and connection to the Village water system.

Trustee Byrnes moved to **Waive the First Reading and Approve an Ordinance Amending Section 7-4G-17 (Right to Connect) of the Village Code of Hinsdale Relative to the Use of the Village's Waterworks System**. Trustee Elder 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)

- 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** *(First Reading – April 2, 2019)*

Trustee Stifflear introduced the item from an applicant that was before the Village Board for the same request in February 2018 and was approved. This is a text amendment to allow driving schools in the O-2 zoning district. The business is moving from 7 N. Grant to 111 W. Chicago, to take advantage of a smaller office space and a longer lease. The Plan Commission heard this on March 11 and unanimously approved the request.

Trustee Stifflear moved to **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.** Trustee Elder seconded the motion.

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

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

- e) **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** *(Appeared on Non-Consent Agenda – March 19, 2019)*

Trustee Stifflear introduced the item which is for an ordinance for changes to planned developments and site plan reviews that would provide staff with more flexibility to approve minor adjustments and would decrease the administrative burden for applicants and builders when making small changes. Our code narrowly defines minor adjustment, which requires that all other changes go the Board of Trustees and the Plan Commission. At the Board's direction, staff and Village counsel has drafted the ordinance to define what constitutes a major adjustment. He noted that nay minor adjustments approved by the Village Manager need the consent of both the chair of the Plan Commission and the chair of the Zoning & Public Safety (ZPS) Committee. All minor adjustments would be reported to the full Board via Manager's Notes.

At the first reading of this item, Trustee Byrnes requested lighting changes be included and President Cauley requested more specific language on certain items and the removal of all 'materiality clauses'.

Trustee Stifflear would like to postpone a vote on this item so as to include some additional changes to the document regarding increasing density or height, altering the location of a structure, alteration of the circulation element, or altering open space. He believes this is a more conservative approach.

Discussion followed regarding these recommendations, and additionally changes in grade. The Board agreed to move this matter forward for another second reading to include recommendations made this evening.

f) **Approve a Resolution of the Village of Hinsdale Approving and Authorizing Execution of an Intergovernmental Agreement with the Illinois State Toll Highway Authority**

President Cauley introduced the item which is the approval of a resolution authorizing the Village President to execute an agreement with the Tollway Authority. The Village has been negotiating with the tollway for a year, but the tollway will likely be widened starting in 2021, despite Village opposition. They have the power under State law to quick-take Village property for their expansion and to rebuild the BNSF bridge, so long as they give the Village fair compensation. The Village has been working on an agreement in exchange for property and easements that would provide certain things to the Village, including installation of the new sound walls prior to removal of the old ones to minimize impact of tollway exposure and to accommodate sports schedules at Veeck and Peirce Parks. Once the project is completed, they will provide landscaping around BNSF railroad, noise testing and mitigation, expansion of Peirce Park, fix localized drainage problems contiguous to tollway, keep the revenue from the Oasis, and take dirt from the parking deck excavation to use for roadwork. These are tangible benefits to the Village, and help make the best of a bad situation. Trustee Stifflear moved to **Approve a Resolution of the Village of Hinsdale Approving and Authorizing Execution of an Intergovernmental Agreement with the Illinois State Toll Highway Authority**. Trustee Elder seconded the motion.

President Cauley noted the Parks & Recreation Commission has reviewed the changes to Veeck Park for the shoe fly, and there will be improvements, including the reduction of overflow to the treatment facility, some expedited sewer separation, and covering the open culvert resulting in 53' square feet more parkland. Some land will be lost at Peirce Park on the east side, but all existing fields will still be functional. Ms. Gargano stated the bridgework will begin in 2019, the widening of the roadway in 2021, and the tollway will have to get permission to use local roads, there will be limited access to local streets, and any damage will be reimbursed.

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

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

DISCUSSION ITEMS

a) **Chamber of Commerce Hinsdale Wine Walk**

Ms. Eva Field, President of the Chamber of Commerce, and Ms. Ingrid Wittwers, Membership Director, addressed the Board regarding a new event organized by marketing and the membership to bring something downtown for the restaurants and retailers. While researching new event opportunities, they found several other communities have successfully

hosted events of this type, and there is a lot of local interest. This will encourage a lot of traffic in the central business district.

They anticipate 20 locations participating; participants will pay for their liquor license, and provide one (1) one ounce pour per customer. Shoppers will be provided special glasses, and a lanyard to track servings. They will be checked in and identified at the Hinsdale Wine Shop. No more than 350 tickets will be sold. Only 12 tastings will be allowed per person. The event is scheduled for October 17, from 5:00 p.m. to 7:30 p.m. Fall Fest is the following Saturday, and this is a good tie in.

It was suggested that additional parking might be required; however, Ms. Wittwers is hoping to reach people from the train and to encourage local foot traffic. Police Chief Brian King has no objections to the event; Assistant Village Manager/Director of Public Safety Brad has concerns about open alcohol in public right of way, but if it is consumed on premises there shouldn't be a problem. There were no objections raised by the Board.

DEPARTMENT AND STAFF REPORTS

- a) Treasurer's
- b) Fire
- c) 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.

REPORTS FROM ADVISORY BOARDS AND COMMISSIONS

None.

OTHER BUSINESS

None.

NEW BUSINESS

None.

CITIZENS' PETITIONS

None.

TRUSTEE COMMENTS

None.

ADJOURNMENT

There being no further business before the Board, President Cauley asked for a motion to adjourn. Trustee Elder moved to **adjourn the specially scheduled meeting of the Hinsdale Village Board of Trustees of April 23, 2019**. Trustee Posthuma seconded the motion.

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

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

Meeting adjourned at 9:01 p.m.

ATTEST:

Christine M. Bruton, Village Clerk

Public Services & Engineering

AGENDA SECTION: First Read – EPS
SUBJECT: 2019 E. Chicago Ave. Drainage Corridor Project Engineering Design Contract
MEETING DATE: May 7, 2019
FROM: Dan Deeter, PE Village Engineer

Recommended Motion

Award the engineering services for design of the E. Chicago Ave. Drainage Corridor Project to HR Green, Inc. in the amount not to exceed \$133,400.

Background

HR Green has investigated stormwater management in this area since the preliminary engineering of the Oak Street Bridge beginning in 2011. After significant storms in 2016, HR Green was directed to expand their stormwater modelling to investigate solutions to the E. Chicago Drainage Corridor. Funding was not available to implement the full stormwater management needed. However, their model did provide staff recommendations for extending a new storm sewer between Oak Street and Elm Street during the 2018 South Infrastructure reconstruction of E. Chicago Avenue. The work was completed in advance of a larger future project to minimize conflict with the newly constructed concrete road.

Discussion & Recommendation

On 8/14/18, the Board of Trustees approved an addendum to HR Green's drainage investigation contract to expand their stormwater modelling to include the downstream areas of Highland Park, Highland Road, Veeck Park, and the outfall into Flagg Creek. This expanded scope provided a method to address the street, backyard, and home flooding in the E. Chicago Drainage Corridor and improving the stormwater management of downstream areas (Highland Park, Highland Road, Veeck Park, and the Flagg Creek outfall in Hinsdale). This expanded study demonstrated that it was possible to detain the E. Chicago Drainage Corridor stormwater under the Highland Station parking lot. This detention would reduce and slow storm flows to Flagg Creek, which in turn, would reduce regional flooding through portions of the Tollway right of way and portions of the Villages of Western Springs, Indian Head Park, and Burr Ridge. Since addressing flooding was a major goal of the I-294/Tri-State improvement project, the Tollway has agreed to provide the estimated \$2.1M of funding for the project.

With HR Green's extensive knowledge of the stormwater management and the infrastructure in the area, staff recommends that the Board of Trustees award the engineering design contract to HR Green.

The proposed schedule for this project is shown below:

- | | |
|---|----------|
| • Design Phase Begins | 05/22/19 |
| • Construction Bid Advertisement | 01/14/20 |
| • Construction Bid Opening | 02/04/20 |
| • Hinsdale Board of Trustees first read | 02/18/20 |
| • Hinsdale Board of Trustees approval (second read) | 03/03/20 |
| • Construction begins | 04/01/20 |
| • Construction Completion | 10/01/20 |

Budget Impact

Engineering and construction costs are included in the \$2.1M provided by the Illinois Tollway Authority to reduce flooding in the vicinity of Flagg Creek, the I-294/Tri-State Tollway right of way and downstream portions of the Villages of Western Springs, Indian Head Park, and Burr Ridge. Therefore, Village funds will not be used for this design.

Village Board and/or Committee Action

N/A

Documents Attached

1. 2019 E. Chicago Ave. Drainage Corridor Engineering Design Services Contract
2. East Chicago Avenue Drainage Corridor power point presentation

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

ENGINEERING PROFESSIONAL SERVICES
AGREEMENT

E. Chicago Ave. Drainage Corridor
Design Engineering Phase

PROJECT: 1653

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 E. Chicago Ave. Drainage Corridor Project Design Engineering (herein referred to as the "Project");

Whereas, Engineer submitted a Proposal dated December 4, 2018 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 Exhibit "A" attached hereto.

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

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

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

SECTION 2. GENERAL REQUIREMENTS-ENGINEER.

A. Engineer agrees to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. Engineer shall have sole responsibility for developing a design that meets the Village's performance expectations and satisfies any applicable state, federal or local laws or regulations.

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

C. Engineer shall not be performing any services with respect to construction oversight. Accordingly, Engineer shall have neither control over or charge of, nor be responsible for the means, methods, techniques, performance or sequence of construction, nor the assurance of site or employee safety. The Village shall cause these contractor responsibilities to be set forth in any subsequent contract to be entered into for construction and installation. It shall be the authority of the Village, not the Engineer, to stop 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 completion (construction contract bid opening) no later than August 15, 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 December 4, 2018, attached hereto as Exhibit "A", Engineer agrees to provide all labor, materials, expertise, services and consultation related to design engineering, construction document development, bidding and related services for the Project. Exhibit "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 Exhibit "A" is as follows: the provisions of this Professional Services Agreement shall prevail over the inconsistent provisions of Exhibit "A". The inconsistent provisions of Exhibit "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 \$133,400.00.

B. Hourly Rates and Costs.

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

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

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

SECTION 6. 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 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 Exhibit "A" to this Agreement. Engineer shall not be entitled to an adjustment to the Contract Amount for any work performed outside the scope of the Agreement and for which no prior written authorization by the Village was obtained; or, for work which exceeds the Contract Amount or other agreed upon pricing and for which no Change Order was executed prior to exceeding the Contract Amount.

SECTION 9. USE OF SUBCONTRACTORS AND CONFLICTS OF INTEREST.

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

SECTION 10. INDEMNIFICATION.

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

**EXHIBIT A – HR GREEN PROPOSAL FOR “E. CHICAGO AVE. DRAINAGE CORRIDOR
DESIGN**

PROJECT – # 1653

DATED: December 4, 2018



EXHIBIT - A

PROFESSIONAL SERVICES AGREEMENT

For

E. CHICAGO AVE. DRAINAGE CORRIDOR DESIGN SURVEYING SERVICES, DESIGN & BID/CONTRACT PLAN PREPARATION

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: 171809.01

December 4, 2018

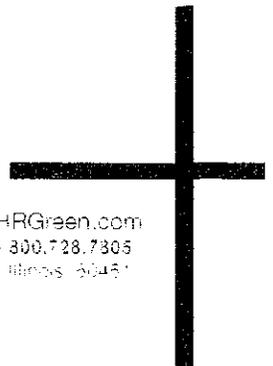


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THIS AGREEMENT is between Village of Hinsdale (hereafter "CLIENT") and HR GREEN, INC. (hereafter "COMPANY").

1.0 Project Understanding

1.1 General Understanding

The proposed scope of services, associated fees, and deliverables required are based on the E. Chicago Ave. Drainage Corridor - Preferred Option Concept Plan as developed by HR Green, approved by the Village of Hinsdale, and summarized via Letter to the Illinois Tollway Authority dated October 11, 2018.

The services required for this project are to include survey, design, bid/construction document preparation, and bidding assistance for proposed Improvements to the E. Chicago Ave. Drainage Corridor which encompasses Elm, Orchard Place, and Oak Streets between Chicago Ave. and First St., Highland Park, Highland Ave. and east to the I294 Tollway right-of-way. Improvements include combined sewer separation, improved storm sewer system, underground stormwater detention systems, select areas for street reconstruction with Hot Mix Asphalt (HMA) and combination concrete curb and gutter as required for underground utility improvements, and concrete sidewalk and ramp replacement as required for ADA compliance.

It is understood that Funding will be utilized for the Design, Construction Observation and Construction for this project per an anticipated Intergovernmental Agreement (IGA) between the Village of Hinsdale and Illinois Tollway Authority (Tollway) for the Design, Construction Observation and Construction for this project.

The E. Chicago Ave. Drainage Corridor Design includes improvements along various street segments within the Village of Hinsdale limits as summarized below along with a brief description of COMPANY'S engineering and surveying 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. Elm Street

- From Chicago Ave. to Low Point located approx. 330' South.
Length ≈ 330 ft.
Work Scope: Full Pavement Reconstruction with HMA Full Depth Pavement, combination concrete curb and gutter removal and replacement; sanitary sewer separation of inlets at midblock; new storm sewer; PCC sidewalk removal and ADA ramp construction; and related landscape restoration.
Surveying Scope: Full topographic survey to ROW limits
Engineering Scope: Design & Bid/Construction Doc. Preparation

B. Orchard Place

- From Chicago Ave. to First St.
Length ≈ 760 ft.
Work Scope: Full Pavement Reconstruction with HMA Full Depth Pavement, combination concrete curb and gutter removal and replacement; sanitary sewer separation of inlets at First St., Midblock, and rear yards, as applicable; new storm

sewer; PCC sidewalk removal and ADA ramp construction; and related landscape restoration.

Surveying Scope: Full topographic survey to ROW limits

Engineering Scope: Design & Bid/Construction Doc. Preparation

C. Highland Park Storm Sewer and Underground Detention

- Chicago Ave. to Highland Ave.

Length ≈ 820 ft.

Work Scope: New storm sewer system through park from overflow point at Chicago Ave. to new stormwater detention system (underground and/or surface) with storm management control structure and water quality structure (Vortechs or approved equivalent) located within park open space and/or Highland Station parking lot. Full Depth HMA Pavement Reconstruction or HMA patch in parking lot and Highland Ave. as necessary for proposed drainage improvements; limited combination concrete curb and gutter removal and replacement; PCC sidewalk removal and ADA ramp construction, as required; and related landscape restoration.

Surveying Scope: Full topographic survey to project limits

Engineering Scope: Design & Bid/Construction Doc. Preparation

1.2 Design Criteria/Assumptions

The plans will be prepared in accordance with standard design guidelines from Village of Hinsdale and DuPage County applicable ordinances, policies, guidelines, standard details and specifications, as applicable.

See Section 3.0 Deliverables and Schedule for anticipated project schedule.

2.0 Scope of Services

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

2.1 Surveying Services

A. Topographic Survey

i. Right-of-Way

COMPANY will locate the existing right-of-way of the street segments listed above. COMPANY will calculate the existing right of way based on found monuments and documentation. Preliminary fieldwork will be done using adjoining subdivision plats, tax maps and deeds.

ii. Field Survey

COMPANY will perform a topographic survey of the street and other project segments listed above and will include visible, above ground, improvements lying within those limits. The survey will extend to the existing right-of-way on both sides of the street unless otherwise specified above, and include cross-sections at fifty (50) feet intervals. COMPANY will locate visible manhole structures and provide invert depths and pipe sizes (where possible) on public storm, sanitary and water main utilities located within the limits specified above. COMPANY will attempt to map the underground utilities within the limits specified above based on best available information (i.e. Julie markings, CLIENT Atlas, evidence

observed at each manhole, etc.). Trees six (6) inches or larger in diameter will also be located and shown on the survey, but species will not be identified. Elevations will be referenced to the Hinsdale datum, which is on the NAVD 88 vertical datum. Coordinates will be tied to the Illinois State Plane, East Zone (NAD 83) Coordinate System.

iii. Survey Drawing

The final drawing will depict existing visible improvements within the areas described above, as well as street names, house numbers and the existing right of way lines as determined by COMPANY. The final drawing will be incorporated into the Engineering Plans to be prepared by COMPANY. The drawing will be completed in Microstation V8 with data processed in Geopak. Because the topographic data collected will be used specifically for in-house design, a Topographic Survey Plat will not be prepared and therefore is not included within this contract.

2.2 Design and Bid/Construction Document Preparation

- A. Design, Contract Plan Preparation and Bidding Services – COMPANY shall provide the following design, bid/construction document preparation and bidding services for the benefit of the project and the CLIENT:
- i. Data collection as detailed in the previous section and project setup.
 - ii. Project specifications and special provisions.
 - iii. Site visits.
 - iv. Utility location mapping request.
 - v. Existing utility information shall be developed from the above ground facilities picked up by the Village mapping and information acquired from the utility owners (utility atlas).
 - vi. Geotechnical Engineering Services – N/A as it is anticipated that Client has applicable information from previous improvements nearby.
 - vii. The roadway and parking improvements include 1,090 +/- lineal feet of residential street reconstruction and 1,675 +/- square feet of parking area reconstruction as specified above in Section I – Project Understanding. The proposed design shall include an estimated 2,172 +/- feet of new storm sewer including what is required for combined sewer separation within the project scope, and 2,570 feet +/- of sanitary sewer rehabilitation. No water main is anticipated to be replaced within this project scope. Pavement conditions within the project limits will be evaluated and full-depth pavement reconstruction or full-depth patching will be included as determined to be required by COMPANY and CLIENT. Improvements at intersections shall extend to cross street radius returns or as determined in field to be applicable. Access to driveways shall be maintained during the course of construction.
 - viii. Existing curb and gutter, sidewalk, and trees shall remain undisturbed, unless conditions require otherwise, per field inspection by the COMPANY and/or direction from the CLIENT. Ramps for the disabled shall be included in the plans with detectable warnings except at locations where they already exist and are compliant with the current guidelines set forth by the Americans with Disabilities Act (ADA).

- ix. Modifications to the roadway geometry are not anticipated to be required. Curb returns shall be checked for positive drainage to prevent ponding within the gutters and designed for removal and replacement, if necessary.
- x. The special provisions and details for the storm sewer construction shall be based on standard open cut methods in order to allow for disconnection and reconnection of the utility service lines. Specifications and details for trenchless utility construction shall be included for select segments if it is determined by the COMPANY to be the most efficient method of construction due to project constraints.
- xi. Notice of Intent/Notice of Termination submittal to IEPA.
- xii. Storm Water Pollution Prevention Plan submittal to IEPA.
- xiii. No IEPA permit is anticipated to be required for the sanitary sewer line repair because this process appears likely to be defined as a maintenance operation. Therefore, an IEPA Sanitary Sewer Permit is not included herein.
- xiv. Develop pay items and schedule of quantities.
- xv. COMPANY shall develop two (2) Engineer's Opinion of Probable Construction Cost(s) (EOPCC) for the proposed improvements – one (1) to accompany the pre-final (90%) and final (100%) document submittals.
- xvi. Estimate of Time (EOT) for construction schedule estimate.
- xvii. Coordination with CLIENT and other required Agencies.
- xviii. Disposition of review comments.
- xix. Design Quality Control.
- xx. COMPANY will assist the CLIENT in advertisement for bid. It is assumed that the fees for advertisement are not included in this contract proposal but are to be paid for by the CLIENT as a reimbursement or directly.
- xxi. COMPANY will attend one (1) bid opening meeting at the CLIENT and provide bid evaluation input and a recommendation of award to the CLIENT.
- xxii. Administration and Project Management.

B. Meetings, Coordination, and Administration

COMPANY shall prepare meeting minutes and distribution to meeting attendees. The required number of meetings is estimated as noted below for the purposes of said contract scope and fees. The meetings may differ from this contract as directed by the CLIENT and are subject to additional compensation per contract addendum.

- Three (3) design related meetings with the CLIENT.
- One (1) Bid Opening

This task also involves the management oversight of the project which will include the on-going review of the project design, schedule and budget, contract file management, general coordination and correspondence between COMPANY, the CLIENT, the review agencies, and subcontractors.

3.0 Deliverables and Schedules Included in this Contract

Anticipated Deliverables –

- A. Preliminary Design Documents (30% completion)
- B. Pre-Final Bid/Construction Documents (90% completion)

- C. Final Bid/Construction Documents (100% completion)
- D. Engineer's Opinion of Probable Construction Costs: Two (2) total, included with each Pre-Final and Final Bid/Construction Document submittals

Anticipated Project Schedule-

- Design Notice to Proceed January 2019
- 30% Submittal to CLIENT– March 2019
- Receipt of Comments – Early April 2019
- Final P,S, & E for Bidding – End of April 2019
- Construction Request for Bids Advertised – Early May 2019
- Local Bid Opening – May 2019
- Construction Start – July 2019
- Construction Substantial Completion – December 2019

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

- A. Permit fees as applicable;
- B. Environmental studies including Abbrev. Phase 1 Report*;
- C. Location Drainage Study services*;
- D. Structural design services*;
- E. Floodplain analysis/study service*;
- F. Wetland delineation/mitigation services*;
- G. Right of way and easement plat preparation*;
- H. Construction staking and layout*; and
- I. 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 budgetary amount for utility potholing of telecommunication duct bank near Chicago Ave. and Highland Park. Two exploratory holes are anticipated to be required and services shall be provided by a qualified sub-consultant to COMPANY.

6.0 Client Responsibilities

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

- A. Construction schedule expectations;
- B. Existing utility mapping and atlases;
- C. Existing right of way information;
- D. Available soils data;
- E. Existing pavement composition and thickness;
- F. Available/applicable studies by others;
- G. CLIENT design guidelines;
- H. CLIENT Code of Ordinances; and
- I. Review of Preliminary (30%); Pre-Final (90% completion); and Final Bid/Construction Documents (100% completion).

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 will be submitted, on a monthly basis. Invoices will be due and payable upon receipt in accordance with the Illinois Prompt Payment Act 50ILCS 505. If any invoice is not paid within these timelines, 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.

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 **\$133,400.00**

ITEM	MAN-HOURS	LABOR COST	DIRECT COST (1)	SUB CONSULTING
2.1 Surveying Services				
Topographic Survey	50	\$ 6,670.00	\$ 250.00	
2.2 Roadway Design and Contract Plan Preparation				
Roadway Design & Contract Plan Preparation	942	\$ 117,070.00	\$ 1,000.00	
Meetings, Coordination, Administrative & QC/QA	28	\$ 4,795.00	\$ 110.00	
Utility Locations (hydroexc. – 2 holes)	n/a			\$ 3,505.00
Subtotals:	1,020	\$ 128,535.00	\$ 1,360.00	\$ 3,505.00
Contract Total:			\$ 133,400.00	

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

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.

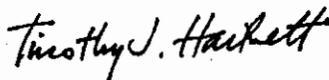
Sincerely,

HR GREEN, INC.



T. Scott Creech, P.E.

Approved by:



Printed/Typed Name: Timothy J. Hartnett
Vice President/Practice Leader of
Title: Governmental Services - Midwest Date: 10/04/18

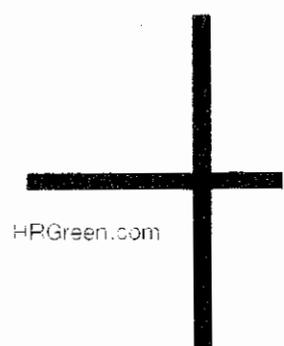
Village of Hinsdale

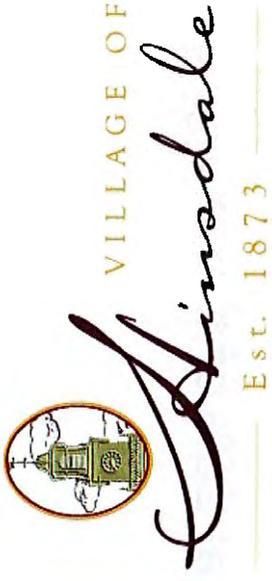
Accepted by: _____

Printed/Typed Name: _____

Title: _____ Date: _____

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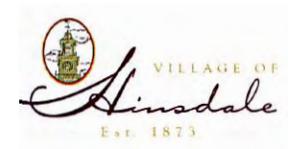
East Chicago Avenue Drainage Corridor

Village-wide Stormwater Master Planning



- In 2008, Village engineering and environmental consultants conducted a study of the village titled “Stormwater Master Plan” to provide information and recommendations on:
 - Existing stormwater problems
 - Condition of the stormwater system
 - The adequacy of system components
 - Estimated costs to meet necessary maintenance, capital improvement, and regulatory requirements.
- The study identified that 26% of the Village area is served by combined sewers.

Stormwater Master Plan Outcomes



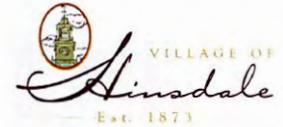
- After reviewing all combined sewer systems, the Village's consultants recommended priorities for combined sewer separation.
- These recommendations became part of the IEPA permit and are incorporated in the Village's Master Infrastructure Plan. They are:
 - Blaine Street (Chicago to First) completed before 2008
 - Eighth Street (Garfield to Clay) completed 2008
 - Highland Road (County Line Rd to E. end) completed 2009
 - Garfield Street (8th to 4th) completed 2010
 - Chestnut Street (Clay to Quincy) completed 2011/12
 - Washington Street (Maple to N of Walnut) completed 2012
 - Fourth Street (Quincy–Stough/Bodin–Adams) completed 2013
 - Walnut Street (Park to Lincoln) completed 2014
 - Sixth Street (Bodin to Monroe) completed 2014
 - Adams Street (North of Sixth to Eighth) completed 2014

Stormwater Master Plan Outcomes (continued)



- Combined sewer separation recommended priorities (continued)
 - Vine Street (North to Center) completed 2016
 - Chicago Avenue (Garfield to Park) completed 2017
 - Park Avenue (Chicago to First) completed 2017
 - The Lane (Walker to Elm) completed 2018
 - Elm Street (Fourth to Sixth) completed 2018
 - Grant Street (Eighth to Ninth) construction 2019
 - Bodin Street (Seventh to Eighth) construction 2019
 - Bruner Street (Sixth to Eighth) construction 2019
 - Fifth Street (Garfield to Park) construction 2019
 - Park Avenue (Sixth to Seventh) construction 2019
 - Sixth Street (Garfield to east of Elm) construction 2024

Stormwater Master Plan Outcomes (continued)

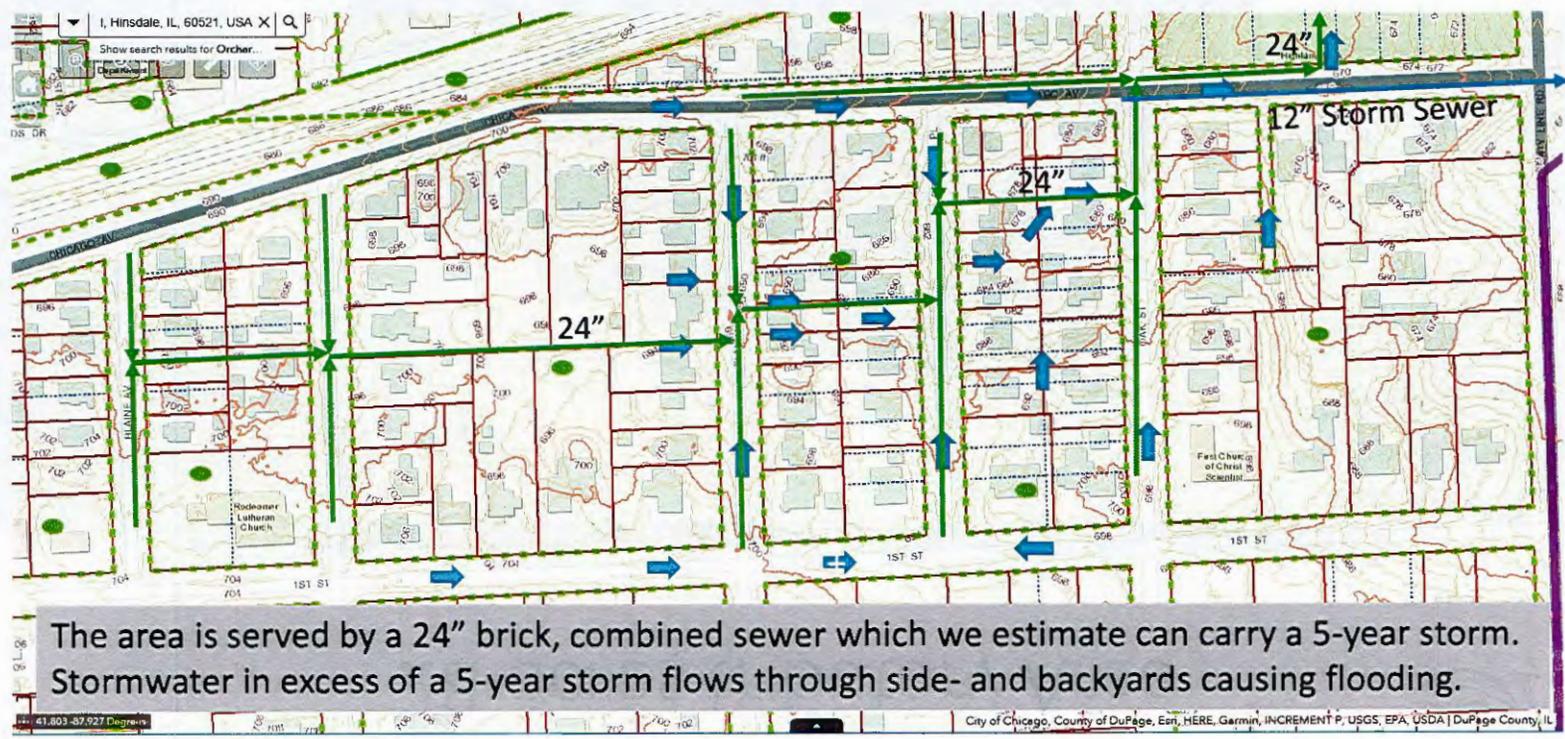


- The study also identified 70 known flooding problem areas that have plagued Village residents for years and, in some cases, decades.
 - The areas were numbered for ease of identification. This numbering does not convey any priority or ranking.
- The Village Master Infrastructure Plan has provided relief to 37 of these flooding problem areas.
- Flooding problem area #30 is flooding on the side and rear yards between Orchard & S. Oak Street. Larger storms have the potential to flood garages and basements.

Existing Conditions E. Chicago Drainage Corridor



Existing Combined Sewer & Storm Sewer Drainage E. Chicago Drainage Corridor



28-acres tributary Area



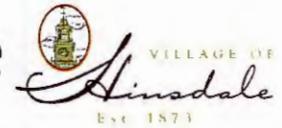
Past options to address the flooding:

1. Separate the stormwater from the sanitary flows and redirect the storm sewers to eliminate the flooding.
2. Reduce the amount of stormwater by reducing the tributary area to manage the frequency & amount of flooding.

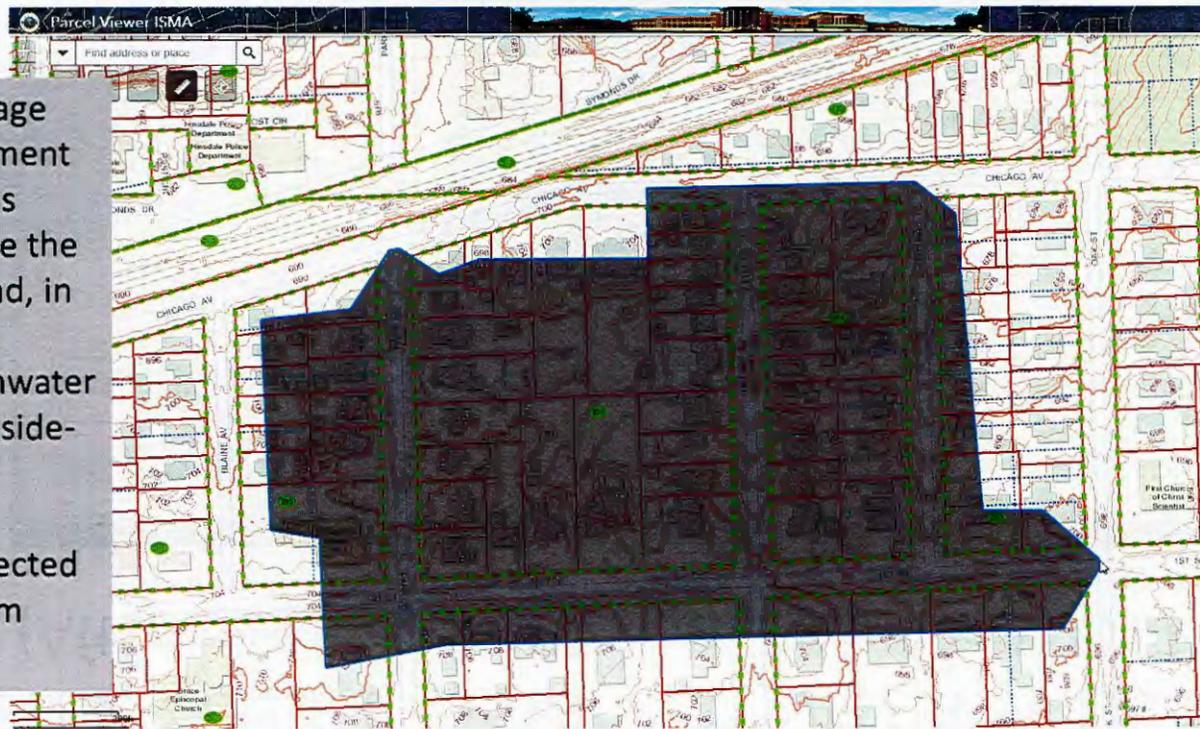


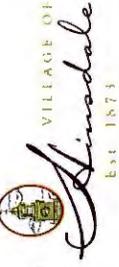
Historically, there has been nowhere to transport or store the stormwater. This has led former staff to consider flooding in this area an “unsolvable problem”. Option 2 was the only viable solution to reduce the problem.

23.8-acres tributary to Orchard Place (Sewer separation on Blaine Ave.)(pre-2008)



Through the Village Capital Improvement Projects, staff has worked to reduce the tributary area and, in turn, reduce the amount of stormwater flowing through side- and backyards. Blaine St. sewer separation redirected 4.2 acres of storm water.





19.5-acres tributary to Orchard Place (After sewer separation on Park Ave.)(2017)



In 2017, Park Avenue sewer separation redirected 4.3 acres of stormwater.

2.7-acres reduced flow to Orchard Place (First Street improvements in 2016)



2018 Chicago Avenue Reconstruction



- In 2018, Chicago Avenue storm sewers were separated and extended to S. Elm Street as part of the Chicago Avenue Reconstruction Project.
- This separation re-directing 0.8 acres of stormwater from Orchard Place which reduces the total tributary area from 29-acres to 18.7 acres.
- This is a 35% reduction in the amount of stormwater.
- Staff and consultant's analysis indicated there could be no more tributary reduction.
- The only other option to impact flooding in the area was to separate and redirect the stormwater.



E. Chicago Avenue Drainage Corridor Oak Street Bridge Project New storm sewer in 2015



As part of the 2015, federally funded, Oak Street Bridge project, storm sewers in the vicinity of Chicago Avenue and Oak Street were constructed to accommodate future stormwater from the E. Chicago Avenue Corridor.

E. Chicago Avenue Drainage Corridor 2017 Staff Investigated the Sewer Separation Option



This study recommended separating and extending storm sewers west on Chicago and south on Orchard and Elm. The 2018 Chicago Avenue Reconstruction project included storm sewers under Chicago Avenue.



E. Chicago Avenue Drainage Corridor 2017 Staff Investigated the Sewer Separation Option



The problem remains where to discharge the stormwater. The existing 12" storm sewer going to the tollway is at capacity. The tollway won't accept a new, larger storm sewer discharging into their ROW. Therefore, Hinsdale must detain the stormwater before releasing it to the Tollway.

12" sewer discharging to the tollway can't take more stormwater

E. Chicago Avenue Drainage Corridor Tollway Stormwater Management Agreement



- The Tollway has agreed to fund construction of storm sewers and underground detention to manage runoff from the E. Chicago Drainage Corridor.
 - Detaining this stormwater will reduce the overall run-off to Flagg Creek, which reduces regional flooding in the Tollway right of way and in portions of downstream communities - Western Springs, Indian Head Park and Burr Ridge.
- Benefits to the Village of Hinsdale
 - Reduce private property and home flooding in the E. Chicago Drainage Corridor area.
 - Reduce street flooding on E. Chicago Avenue and Highland Road.
 - Reduce combined sewer flows to the Veeck Park Wet Weather facility which will help Hinsdale towards the US and Illinois EPA goal of four combined sewer overflows per year.

AGENDA SECTION: Agenda Section – EPS- First Read

SUBJECT: Parking Deck-Owner's Representative Agreement

MEETING DATE: May 7, 2019

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

Recommended Motion

Approve a professional services agreement with HR Green to provide owner's representative services for the parking deck project for a cost not to exceed \$70,738.

Background

On April 10, 2019 the Village Board was notified that staff recommended a change in the Village's owner's representative assigned to the parking deck project. Due to the timing of the construction bid openings for Bid Group 2 on April 18, 2019, staff also recommended that Scott Creech of HR Green be retained as the Village's owner's representative in the interim until the Board could consider a proposal to retain Mr. Creech's services that would last through the duration of the parking deck project.

The parking deck project is one of the largest construction projects Village staff has undertaken and one which staff has limited experience. Due to the scope of the project and the potential for cost overruns, scope creep and costly errors, it is important that the Village continue the use of the services of an owner's representative.

Since Mr. Creech joined the parking deck project, he has assisted staff and worked with Wight Construction on reconciling Bid Group 2 proposals as well as working with Wight Construction to finalize certain design aspects of the parking deck.

Discussion & Recommendation

HR Green and Scott Creech has provided project management assistance to the Village for the Oak Street Bridge project as well as the Village's most recent road construction projects including the downtown paving project. Mr. Creech understands the Village's expectations and comes recommended by the Public Services Director and Village Engineer.

This is a professional services contract. Due to Mr. Creech's previous relationship with the Village a formal selection process is not required. Staff has consulted with the Village attorney regarding the applicability of the IL Professional Services Selection act and determined that due to the pre-existing relationship between HR Green and Mr. Creech a formal selection process was not required.

Item	Hours	Labor Cost	Direct Costs
Owner's Rep Services	254	\$39,820	
Weekly Progress Meetings	116	\$26,680	\$1,700
Administration	16	\$2,368	\$100
Sub-totals	386	\$68,868	\$1,870
		Contract Total	\$70,738

HR Green is proposing providing owner's representative services for a cost not to exceed \$70,738. HR Green's proposal is based upon the estimated number of hours the owner's representative will be assigned to the project. This will include weekly construction meetings, bid review and design recommendations and construction oversight. Village staff will monitor the hours and determine when the assistance of the owner's representative is beneficial. Included in the proposal is the reimbursement of direct costs estimated to be \$1,660. If the contract cost could be exceeded, Village staff will obtain seek advance Village Board approval.

Budget Impact

The Village Board had previously approved a contract for owner's representative services for a cost not to exceed \$82,800 of which \$35,950 has been paid, leaving a remaining balance of \$46,850. The HR Green proposal cost is \$70,738 or an increase of \$23,888 over the previously approved budget amount.

Village Board and/or Committee Action

N/A

Documents Attached

1. HR Green Owner's Representative Proposal



HRGreen[®]

PROFESSIONAL SERVICES AGREEMENT

**For
Hinsdale Middle School Parking Deck
Owners Representative Services**

**Ms. Kathleen Gargano
Village Manager
Village of Hinsdale, Illinois
19 East Chicago Avenue
Hinsdale, IL 60521-3489
630-789-7000**

**T. Scott Creech, P.E.
HR Green, Inc.
323 Alana Drive
New Lenox, IL 60451**

HR Green Project Number: 190447

**Reviewed By
Timothy J. Hartnett
Vice President/Practice Leader
Governmental Services - Midwest**

April 1, 2019



TABLE OF CONTENTS

- 1.0 PROJECT UNDERSTANDING
- 2.0 SCOPE OF SERVICES
- 3.0 DELIVERABLES AND SCHEDULES INCLUDED IN THIS AGREEMENT
- 4.0 ITEMS NOT INCLUDED IN AGREEMENT/SUPPLEMENTAL SERVICES
- 5.0 SERVICES BY OTHERS
- 6.0 CLIENT RESPONSIBILITIES
- 7.0 PROFESSIONAL SERVICES FEE
- 8.0 TERMS AND CONDITIONS



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

1.0 Project Understanding

1.1 General Understanding

The CLIENT is requesting the COMPANY to provide Owner Representative Services and Staff Augmentation / Plan Check, upon request associated with the projects listed below.

COMPANY serving as OWNER'S REPRESENTATIVE (HEREAFTER "OR") will act as the agent and representative of the CLIENT in order to facilitate compliance of the projects listed below completed according to the CLIENT's concepts, planning documents, and approved permit contract documents within the approved project budget, schedule and meets CLIENT adopted building codes and ordinances.

The OR will be responsible for assisting and representing the CLIENT with advising on and assisting with coordination of three primary project phases including: **Phase I - Excavation & Stormwater Detention; Phase II - Parking Deck Construction; and Phase III - Restoration, Landscaping and Project Closeout.**

The OR shall establish and implement procedures for, and maintain coordination or activities and communication on behalf of the CLIENT and CONSTRUCTION MANAGER (hereafter "CM"). CLIENT has defined the project programs, objectives (user requirements, design goals and funding). CLIENT has defined the project delivery system as a Construction Manager (CM) at risk services with multiple prime contract delivery method. It is currently unknown if there is a guaranteed maximum prices (GMP)

	Project Name	CM	Architect
1.	Hinsdale Middle School Parking Deck 100 S. Garfield Ave., Hinsdale, IL 60521	Wight & Company	Wight & Company



2.0 Scope of Services

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

<p>OR Services for each of the three (3) identified Construction Phases, unless otherwise noted for:</p>
<p>A. Preliminary Design; Design Development; Construction Documents; & Bidding Services.</p>
<p>1. Phase I - Excavation & Stormwater Detention has already been bid. OR shall obtain budget and bid results from CM and shall review the project phase design elements and bid results in comparison to budget and provide feedback and recommendations to CLIENT for Phase-A construction commencement.</p>
<p>2. Assist in contract negotiations upon request by CLIENT.</p>
<p>3. Obtain "Milestone" schedules for all project phases and create a Master Schedule Tracker to be utilized and updated on a weekly basis to track progress of construction components.</p>
<p>4. Interface with Village staff, department heads, and leadership regarding construction planning and design documents. Interface with jurisdictional regulatory agencies regarding permits. (i.e. School Dist. Leadership and design team, State Agencies – IDNR, IEPA, and others, as required).</p>
<p>5. COMPANY will assist and monitor risk identification and mitigation. Evaluate project insurance requirements with CLIENT, Village attorney and insurance representatives, as requested by CLIENT.</p>
<p>6. Review "Constructability" with the design team and CLIENT with regard to "Construction Phasing". Incorporate information into master schedule.</p>
<p>7. Review design team Opinion of Probable Cost (OPC) at preliminary (approximately 10%), design development (approximately 30%), and 95% completion of final design and contract document development. Provide comments, monitor design progress and report at weekly update meetings for consideration to CM and Client.</p>
<p>8. COMPANY, upon request, can conduct Owner's review of preliminary design, design development documents, and construction documents and offer comments based on ordinances, codes and CLIENTS goals and expectations. <i>Full plan check services available upon request and not currently included in these OR services and are not included in estimated services total fees provided herein.</i></p>
<p>B. CONSTRUCTION PHASE - Project Management</p>
<p>1. Attend pre-construction conferences for each of the three (3) phases to monitor progress and participate on behalf of CLIENT</p>
<p>2. Review and implement independent testing procedures with CM. Assist in setting up team prior to start of construction so they can be utilized upon request.</p>
<p>3. Develop and monitor shop drawing review schedule with CM and process on behalf of CLIENT. Create shop drawing tracking spreadsheet and approval protocols.</p>
<p>4. Review and monitor Contractor's resource loaded construction schedule, procurement schedule, and monthly schedule updates providing updated summary to Client as</p>



necessary.
5. Monitor timeliness of CM responses to "Requests for Information" (RFI).
6. Monitor construction progress and attend progress meetings with CM and CLIENT and confirm meeting minutes are distributed in a timely manner to facilitate keeping the project phases moving forward.
7. Coordinate with CM and Client and manage project progress payments and provide report and recommendations to CLIENT for payment.
8. Track actual costs versus budgeted costs, recommend cost reduction and control measures based on coordination with CM.
9. Review project correspondence, change orders, and claim submittals. Make recommendations to Client for resolution of claims and disputes.
10. Review project correspondence, change orders, and claim submittals. Make recommendations to Client for resolution of claims and disputes.
11. Coordinate and review "change orders" and evaluate cost and time impacts to the project and report to CLIENT for required consideration and processing.
12. Develop and maintain a "Punch List" in conjunction with CM throughout the duration of the project and confirm completion prior to occupancy and project close out and acceptance.
C. POST-CONSTRUCTION SERVICES - Project Close-Out
1. Monitor the "Record Drawing" schedule and confirm receipt prior to project closeout in approved format.
2. Monitor and administer "Project Close-Out Activities" including CM's issuance of certificates of substantial completion, record drawings, completion of punch list work scopes, start-up and commissioning of systems, coordination of final lien waivers, and submittals by CM of guarantees/warranties along with operation and maintenance manuals, coordination of final "walk-through" inspections with CM and CLIENT.
3. Coordinate and schedule CLIENT occupancy.
4. Review Contractor's application for final payment and make recommendation to CLIENT for approval / payment and acceptance.
5. Regarding Construction Defects: Review / Investigate defects and identification of critical repairs and project impacts (i.e. schedule delays or approvals) including documentation of findings.
6. Regarding Construction Defects: Upon CLIENT request, COMPANY can monitor destructive / nondestructive testing methods and report to CLIENT. <i>These services are available upon request and are not currently included in the scope of services nor the total estimated for OR services herein.</i>
7. Regarding Construction Defects: Upon CLIENT request, COMPANY can monitor remediation, repairs of defects, track until completed and provide report. <i>These services are available upon request and are not currently included in the scope of services nor the total estimated for OR services herein.</i>
8. Regarding Construction Claims and Disputes: Upon CLIENT request, COMPANY can review procedures for Dispute Resolution and/or Arbitration and Mediation for claims resolution. Work with Client and Attorney, if requested/required <i>These services are</i>



available upon request and are not currently included in the scope of services nor the total estimated for OR services herein.

9. Regarding Construction Claims and Disputes: Upon CLIENT request, COMPANY can audit construction damage calculations resulting from delays / acceleration of work, change orders, variations, etc. and provide report to CLIENT. *These services are available upon request and are not currently included in the scope of services nor the total estimated for OR services herein.*

3.0 Deliverables and Schedules Included in this Agreement

Deliverables and Schedules will be presented by the CM's and will be included in our weekly reports and Master Schedule spreadsheet as listed above.

4.0 Items not included in Agreement/Supplemental Services

- A. Permit Preparation and application fees;
- B. CM Services;
- C. A & E Design Services*;
- D. Material & Soil Testing;
- E. Right of way and easement plat preparation*;
- F. Construction staking and layout*;
- G. 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.

5.0 Services by Others

Refer to the Project Understanding and Scope of Services sections detailed above.

6.0 Client Responsibilities

The CLIENT is to provide COMPANY with project information to include, but not limited to:

- Preliminary plans/Concept Plans
- Final plans/details
- Specifications/bid documents
- Project Budgets by project and progress updates
- Projects Schedules from CM's



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. (See Section 7.5 for estimated effort, related fees, and Company Standard hourly rates). Time and Material (not to exceed) per project. If budget has not been established at the time of this agreement the fee percentage of the project budget will be used and amended as the scopes, budgets, and schedules are made available and a separate task order will be created, reviewed and executed prior to starting those tasks.

7.2 Invoices

Invoices for COMPANY's services shall be submitted, on a monthly basis. Invoices shall be due and payable upon receipt. The CLIENT agrees to pay in a timely manner following the terms of the "Illinois Local Government Prompt Payment Act, 50 ILCS 505".

7.3 Extra Services

Any service required but not included as part of this contract shall be considered extra services. Extra services will be billed on a Time and Material basis with prior approval of the CLIENT. Task order will be issued with scope and fee under this Master Agreement (i.e. Plan reviews and inspection services) upon receipt of plans from CM.

7.4 Exclusion: OMITTED

7.5 Payment

The CLIENT AGREES to pay COMPANY on the following basis:

Time and material basis with a Not to Exceed fee of **\$70,738.00**.

ITEM	MAN-HOURS	LABOR COST	DIRECT COST (1)	SUB CONSULTING
2.0 Owner's Rep. Services				
OR Services (as noted in 2.0)	254	\$ 39,820.00		N/A
Weekly Progress Meetings	116	\$ 26,680.00	\$ 1,770.00	N/A
Administration	16	\$ 2,368.00	\$ 100.00	
Subtotals:	386	\$ 68,868.00	\$ 1,870.00	N/A
Contract Total:			\$ 70,738.00	

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

(2) **Owner's Representative Services** are based on estimated the anticipated construction schedule of April 15, 2019 Construction Start through June 30, 2020 Construction Completion (58 weeks allotted for contractor schedule) requiring weekly progress meeting attendance at 2 hours/mtg. and an assumed 4 hours/week other OR related effort per noted scope of services herein. Also includes three (3) pre-construction meetings, one for each construction phased package.



Current task orders will utilize the 2019 rates noted below. Future task orders completed after 2019 will be subject to the rate schedule for the year in which the task commences and shall be subject to pre-approval by CLIENT.

HR GREEN, INC.
 Billing Rate Schedule
 Effective January 1, 2019

Professional Services	Billing Rate/ Range Per Hour
Principal	\$210- \$285
Senior Professional	\$195- \$285
Professional	\$120- \$195
ICC Certified Chief Building Official Master Code Professional (Bldg. Plan Reviews – Residential & Commercial)	\$120
Professional Structural Engineer	\$134- \$170
State Licensed Architect	\$200
ICC Certified Building Inspector (Structural, Framing, Mechanical, Electrical)	\$100
IDPH Licensed & Certified Plumbing Inspector	\$86
Permit Coordinator/Administrative Assistant	\$88

Reimbursable Expenses

1. Auto mileage will be charged per the standard mileage reimbursement rate established by the Internal Revenue Service.

Typical Industry Professional Fees & Compensation based on various Project size using the CM Final approved budgets not including Contingency and CM/A&E fees and other soft costs.	
<u>Project size (range)</u>	<u>OR Services</u>
1. \$1,000 thru \$200,000	5%
2. \$201,000 thru \$1,000,000	4%
3. \$1,001,000 thru \$6,000,000	3%
4. \$6,001,000 thru \$15,000,000	2.75%



	Project Name	Total Budget	Tentative Schedule	
			Start	End
1.	Hinsdale Middle School - New Parking Deck 100 S. Garfield, Hinsdale, IL	\$8M Preliminary	04/15/2019	06/30/2020
2.				
3.				
4.				

8.0 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.

Sincerely,

HR GREEN, INC.

T. Scott Creech, P.E.
Site Director/Senior Project Manager

Approved by: Timothy J. Hackett

Printed/Typed Name: Timothy J. Hartnett

Vice President/Principal

Title: Governmental Services Midwest Date: April 1, 2019

VILLAGE OF HINSDALE

Accepted by: _____

Printed/Typed Name: _____

Title: _____ Date: _____



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REQUEST FOR BOARD ACTION
Public Services &
Engineering

AGENDA SECTION: First Reading - EPS

SUBJECT: Award of Bids – North Madison Street Flood Project (East/West)

MEETING DATE: May 7, 2019

FROM: George Peluso, Director of Public Services
Dan Deeter, Village Engineer

Recommended Motion

Approve the North Madison Street Flood Project (East) to Burke LLC. In an amount not to exceed to \$520,760, and confirm acceptance of bids received from Kensington Hinsdale Building, LLC in the amount not to exceed \$771,600.68

Background

North Madison is a major street in the northwestern portion of the Village which carries 5,100 vehicles per day. Flooding on the 400-block of North Madison Street has been a persistent problem for the Village for decades due to a variety of challenges. The flooding and the accompanying road closure impact the immediate residents, the vehicles using North Madison, and the residents of alternate streets that these vehicles are forced to use.

In April of 2018, the Village Board approved a subdivision of the property located at 540 W. Ogden Avenue. As a condition of the approval, the developer granted the Village a public utility and drainage easement for the purposes of remedying flooding problems occurring on North Madison Street. The developer has agreed to work jointly with the Village on solving this long standing problem, and to construct certain portions of the drainage improvement project, conditional on reimbursement from the Village. The major component of the project occurring on this property includes the construction of a large storm water detention vault.

In May of 2018, the Village retained the engineering services of Christopher B. Burke Engineering, LTD. (CBBELL) to design the entire storm sewer project inclusive of the work commencing on the developer's property. The proposed design includes extending a storm sewer north along Madison Street through the side yards located on Warren Court to the detention vault located at 540 W. Ogden Avenue. Once the water reaches the vault, most of it will be stored underground, and then will drain to a storm sewer located at the intersection of Monroe Street and Ogden Avenue.

In November of 2018, the Village and the developer entered into a construction agreement. As part of the agreement, the developer and the Village agreed to several items including construction staging and project reimbursement.

1. The developer is responsible for all aspects of bidding, choosing and contracting all components of the project on his property including extending a storm sewer downstream to Monroe Street. This is considered the "West" portion.

2. As part of the agreement, the Village reserves the right to review and approve bids for the developer's portion prior to work commencing. Other requirements of the developer are listed in Section 2 of the agreement.
3. In order to complete the project, the Village will construct the "East" portion. This part of the project includes extending a new storm sewer from Madison Street north through the side yards on Warren Court to the newly constructed detention vault.
4. The Village has agreed to bid this work out separately as it is not within the developer's project limits.

Discussion & Recommendation

Since the agreement has been finalized both the developer and the Village worked separately to obtain contractor pricing for the two separate parts of the project. The developer and his architect solicited four (4) bids from various contractors that are qualified to complete the work for the "West" portion. Per the agreement, the developer pricing was solicited based on the engineering plans the Village prepared back in 2018. This was to ensure that project was bid in conformance with the Village's approved plans.

The lowest bids received from the developer for the "West" work is from Iron Fire in the amount not to exceed \$665,173. The construction management for this part of the project will be managed by the developer's architect, The Lauder Group, which is an additional \$93,124. The total cost for the general conditions insurance and bonds, the developer's construction management fees, and the construction (including a 2% contingency) is an amount not to exceed \$771,600.68. A summary of the bids acquired by the developer for "West" is attached.

The Village and its consulting engineering, Christopher Burke Engineering, prepared the "East" portion of the work utilizing the design-build process. Due to the time constraints needed in order to coordinate activities with the developer, Christopher Burke Engineering recommended soliciting contractor pricing through their construction group, Burke, LLC. They received three (3) bids for the work from various contractors qualified to the work. They included John Neri Construction, Bolder Construction, Martam Construction.

The lowest bids received from Burke, LLC. for the "East" work is from John Neri Construction in the amount not to exceed \$520,760. The construction management for this part of the project will be managed by Burke, LLC. A summary of the cost breakdown to Burke, LLC. is attached.

Budget Impact

On May 2, 2019, the Village received preliminary bids from the developer. Per the agreement, a total of at least three (3) bids were required to be presented to the Village. The Village received four (4) bids. The lowest bid received was from The Lauder Group/Ironfire Construction in the amount of \$771,600.68.

The total budget for the entire project including both, the West and East portions is \$1,208,059. A preliminary breakdown of the project is provided below.

Preliminary Project Breakdown	
West Project	\$771,600
East Project	\$520,760
Preliminary Project Total	\$1,292,360
Budgeted Amount	\$1,208,059
Difference	(-\$84,301)

Based upon the initial bids results received, the total project is \$84,301 over the originally budgeted amount. Given the significance of the project, Staff is recommending that the Village proceed with approval of the project.

Village Board and/or Committee Action

N/A

Documents Attached

1. The Lauder Group – Kensington School Area Project – Proposal Letter (West Work)
2. CBBEL – Madison Street Drainage Improvement Budget (East Work)
3. Easement and Construction Agreement By and Between The Village of Hinsdale and Kensington Hinsdale Building, LLC.
4. Project Map

THE LAUDER GROUP

ARCHITECTURE - CONSTRUCTION

May1, 2019

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

Re: Kensington School Area Project – Proposal Letter

Dear Mr. Deeter:

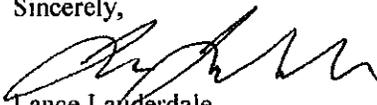
The Lauder Group respectfully submits the following proposal for the work described as Kensington School Area Project at 540 W. Ogden Avenue in Hinsdale. As Contractor, we received proposals from several Subcontractors, all qualified to perform the work.

We submit that the total costs for the work will be: **\$758,297.22.**

The main Subcontractor we plan to use is Ironfire Construction, whose proposal per the bid documents is: \$665,173.00. The Lauder Group's fees and costs are \$93,124.22, which includes general conditions, insurance and bonds, overhead and profit. These numbers do not include a contingency amount.

For your reference, find attached, my bid comparison sheet, along with proposals from all of the Subcontractors that submitted bids to The Lauder Group.

Sincerely,



Lance Lauderdale
The Lauder Group

cc: Charles Marlas, Kensington School (via email)

KENSINGTON SCHOOL AREA PROJECT
540 West Ogden Avenue
Hinsdale, IL 60521

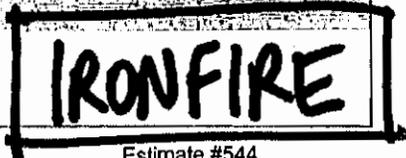
BID COMPARISON

Item #	Description	Unit	Quantity	IRONFIRE		NERI		TRUSTY		BLOCKPOINT	
				Unit	Total	Unit	Total	Unit	Total	Unit	Total
1	Tree Removal 6" - 15"	Unit	70	\$ 30.00	\$ 2,100.00	\$ 35.00	\$ 2,450.00	\$ 57.20	\$ 4,004.00	INCL	\$ -
2	Tree Removal 15"+	Unit	20	\$ 50.00	\$ 1,000.00	\$ 40.00	\$ 800.00	\$ 57.20	\$ 1,144.00	INCL	\$ -
3	Temporary Fence	Foot	80	\$ 10.00	\$ 800.00	\$ 6.00	\$ 480.00	\$ 11.65	\$ 932.00	INCL	\$ -
4	Tree Root Pruning	Each	2	\$ 300.00	\$ 600.00	\$ 250.00	\$ 500.00	\$ 572.00	\$ 1,144.00	INCL	\$ -
5	Tree Pruning	Each	2	\$ 100.00	\$ 200.00	\$ 150.00	\$ 300.00	\$ 800.80	\$ 1,601.60	INCL	\$ -
6	Trench Backfill	Cu Yd	80	\$ 50.00	\$ 4,000.00	\$ 45.00	\$ 3,600.00	\$ 44.04	\$ 3,523.20	INCL	\$ -
7	Inlet & Pipe Protection	Each	3	\$ 260.00	\$ 780.00	\$ 175.00	\$ 525.00	\$ 225.21	\$ 675.63	INCL	\$ -
8	Inlet Filters	Each	3	\$ 185.00	\$ 555.00	\$ 175.00	\$ 525.00	\$ 189.51	\$ 568.53	INCL	\$ -
9	Combo Curb & Gutter Removal	Foot	158	\$ 12.00	\$ 1,896.00	\$ 5.00	\$ 790.00	\$ 14.31	\$ 2,260.98	INCL	\$ -
10	Storm Sewer Type 1 - 12"	Foot	6	\$ 130.00	\$ 780.00	\$ 60.00	\$ 360.00	\$ 116.13	\$ 696.78	INCL	\$ -
11	Storm Sewer Type 2 - 12"	Foot	45	\$ 90.00	\$ 4,050.00	\$ 64.00	\$ 2,880.00	\$ 76.97	\$ 3,463.65	INCL	\$ -
12	Storm Sewer Type 2 - 36"	Foot	363	\$ 120.00	\$ 43,560.00	\$ 98.00	\$ 35,574.00	\$ 128.39	\$ 46,605.57	\$ -	\$ 119,778.00
13	Storm Sewer Removal 12"	Foot	84	\$ 20.00	\$ 1,680.00	\$ 5.00	\$ 420.00	\$ 20.33	\$ 1,707.72	INCL	\$ -
14	Storm Sewer Removal 15"	Foot	52	\$ 21.00	\$ 1,092.00	\$ 10.00	\$ 520.00	\$ 21.65	\$ 1,125.80	INCL	\$ -
15	Storm Sewer Removal 18"	Foot	95	\$ 22.00	\$ 2,090.00	\$ 15.00	\$ 1,425.00	\$ 21.65	\$ 2,056.75	\$ -	\$ 20,195.00
16	Catch Basin, Type A, 4' Diameter, T1, OL	Each	1	\$ 3,600.00	\$ 3,600.00	\$ 3,600.00	\$ 3,600.00	\$ 3,178.80	\$ 3,178.80	INCL	\$ -
17	Manholes, Type A, 5' Diameter, T1, CL	Each	2	\$ 5,400.00	\$ 10,800.00	\$ 5,400.00	\$ 10,800.00	\$ 2,979.31	\$ 5,958.62	INCL	\$ -
18	Manholes, Type A, 6' Diameter, T1, CL	Each	6	\$ 7,200.00	\$ 43,200.00	\$ 6,750.00	\$ 40,500.00	\$ 3,232.99	\$ 19,397.94	INCL	\$ -
19	Inlets, Type A, Type 8 Grate	Each	1	\$ 2,350.00	\$ 2,350.00	\$ 1,500.00	\$ 1,500.00	\$ 3,125.70	\$ 3,125.70	INCL	\$ -
20	Removing Manholes	Each	3	\$ 1,400.00	\$ 4,200.00	\$ 750.00	\$ 2,250.00	\$ 526.20	\$ 1,578.60	INCL	\$ -
21	Combo Curb & Gutter, Type B-6.12	Foot	158	\$ 30.00	\$ 4,740.00	\$ 35.00	\$ 5,530.00	\$ 52.13	\$ 8,236.54	INCL	\$ -
22	Mobilization	L Sum	1	\$ 9,000.00	\$ 9,000.00	\$ 36,500.00	\$ 36,500.00	\$ 5,455.40	\$ 5,455.40	INCL	\$ -
23	Traffic Control & Protection	L Sum	1	\$ 3,400.00	\$ 3,400.00	\$ 8,500.00	\$ 8,500.00	\$ 4,004.00	\$ 4,004.00	INCL	\$ -
24	Construction Layout	L Sum	1	\$ 5,000.00	\$ 5,000.00	\$ 6,000.00	\$ 6,000.00	\$ 8,580.00	\$ 8,580.00	INCL	\$ -
25	Wood Fence Remove & Re-Erect	Foot	20	\$ 30.00	\$ 600.00	\$ 50.00	\$ 1,000.00	\$ 76.67	\$ 1,533.40	INCL	\$ -
26	Boulder Retaining Wall Remove & Replace	Foot	20	\$ 155.00	\$ 3,100.00	\$ 150.00	\$ 3,000.00	\$ 188.90	\$ 3,778.00	INCL	\$ -
27	Class D Patches, 6" Special	Sq Yd	37	\$ 100.00	\$ 3,700.00	\$ 75.00	\$ 2,775.00	\$ 185.51	\$ 6,863.87	INCL	\$ -
28	Concrete Detention Vault	L Sum	1	\$ 500,000.00	\$ 500,000.00	\$ 487,500.00	\$ 487,500.00	\$ 588,326.26	\$ 588,326.26	\$ -	\$ 577,200.00
29	Elastomeric Inline Check Valve, 12"	Each	1	\$ 3,300.00	\$ 3,300.00	\$ 3,200.00	\$ 3,200.00	\$ 3,131.04	\$ 3,131.04	INCL	\$ -
30	Landscape Restoration	L Sum	1	\$ 3,000.00	\$ 3,000.00	\$ 5,000.00	\$ 5,000.00	\$ 6,894.29	\$ 6,894.29	\$ -	\$ 10,000.00
SUBTOTAL					\$ 665,173.00		\$ 668,804.00		\$ 741,552.67		\$ 727,173.00
Insurance/Bonds (2%)					\$ 13,303.46		\$ 13,376.08		\$ 14,831.05		\$ 14,543.46
Gen Conditions/Overhead/Fee (12%)					\$ 79,820.76		\$ 80,256.48		\$ 88,986.32		\$ 87,260.76
TOTAL					\$ 758,297.22		\$ 762,436.56		\$ 845,370.04		\$ 828,977.22
Contingency (2%)					\$ 13,303.46		\$ 13,376.08		\$ 14,831.05		\$ 14,543.46
Total with Contingency					\$ 771,600.68		\$ 775,812.64		\$ 860,201.10		\$ 843,520.68

THE LAUNDER GROUP
5-1-19



Ironfire Construction



209 Industrial Ln
Wheeling, IL 60090

P: 847-322-9148
Contact@FeFire.com

Project: Kensington School Area

Project 540 W Ogden Ave
Address: Hinsdale, IL 60521

Estimate #544
Estimate Date: 3/26/19

Kensington School Area Project Proposal

This Proposal Includes

Item No.	Description	Unit	Quantity	Unit Cost	Total Cost
1	Tree Removal (6 to 15 Units Diameter)	Unit	70	\$ 30	\$ 2,100
2	Tree Removal (Over 15 Units Diameter)	Unit	20	\$ 50	\$ 1,000
3	Temporary Fence	Foot	80	\$ 10	\$ 800
4	Tree Root Pruning	Each	2	\$ 300	\$ 600
5	Tree Pruning (1 to 10 Inch Diameter)	Each	2	\$ 100	\$ 200
6	Trench Backfill	Cu Yd	80	\$ 50	\$ 4,000
7	Inlet and Pipe Protection	Each	3	\$ 260	\$ 780
8	Inlet Filters	Each	3	\$ 185	\$ 555
9	Combination Curb and Gutter Removal	Foot	158	\$ 12	\$ 1,896
10	Storm Sewers, Rubber Gasket, Class A, Type 1 12"	Foot	6	\$ 130	\$ 780
11	Storm Sewers, Rubber Gasket, Class A, Type 2 12"	Foot	45	\$ 90	\$ 4,050
12	Storm Sewers, Rubber Gasket, Class A, Type 2 36"	Foot	363	\$ 120	\$ 43,560
13	Storm Sewer Removal 12"	Foot	84	\$ 20	\$ 1,680
14	Storm Sewer Removal 15"	Foot	52	\$ 21	\$ 1,092
15	Storm Sewer Removal 18"	Foot	95	\$ 22	\$ 2,090
16	Catch Basins, Type A, 4'-Diameter, Type 1 Frame, Open Lid	Each	1	\$ 3,600	\$ 3,600
17	Manholes, Type A, 5'-Diameter, Type 1 Frame, Closed Lid	Each	2	\$ 5,400	\$ 10,800
18	Manholes, Type A, 6'-Diameter, Type 1 Frame, Closed Lid	Each	6	\$ 7,200	\$ 43,200
19	Inlets, Type A, Type 8 Grate	Each	1	\$ 2,350	\$ 2,350
20	Removing Manholes	Each	3	\$ 1,400	\$ 4,200
21	Combination Concrete Curb and Gutter, Type B-6.12	Foot	158	\$ 30	\$ 4,740
22	Mobilization	L Sum	1	\$ 9,000	\$ 9,000
23	Traffic Control and Protection, (Special)	L Sum	1	\$ 3,400	\$ 3,400
24	Construction Layout	L Sum	1	\$ 5,000	\$ 5,000
25	Wood Fence to be Removed and Re-Erected	Foot	20	\$ 30	\$ 600
26	Boulder Retaining Wall to be Removed and Replaced	Foot	20	\$ 155	\$ 3,100
27	Class D Patches, 6" Special	Sq Yd	37	\$ 100	\$ 3,700
28	Concrete Detention Vault	L Sum	1	\$ 500,000	\$ 500,000
29	Elastomeric Inline Check Valve, 12"	Each	1	\$ 3,300	\$ 3,300
30	Landscape Restoration	L Sum	1	\$ 3,000	\$ 3,000

This Proposal EXCLUDES

All Permits, Fees, Bonding, Special Insurance, Surveying, Expediting Charges, and Testing
 Environmentally Impacted or Hard-To-Handle Soils/Debris
 Any Undercuts, Dewatering, and Unforeseen Conditions

Additional Notes

This Proposal Based on Plans Dated 12/20/18
 Any Extra Work Performed at Predetermined T&M Rates or Mutually Agreed Upon Price
 Project Delays (outside Ironfire Construction's control) Resulting in Additional Costs Will Result in Additional Charges

Pricing for this Proposal Expires 60 Days After Proposal Date	Proposal Total	\$ 665,173
Sign Below to Accept the Above Terms & Authorize Ironfire Construction to Begin Work		

Signature of Owner/Contractor

Date

IRONFIRE



Kensington School Area Project

BID PROPOSAL

I/We hereby agree to furnish to the OWNER all necessary materials, equipment, labor, etc. to complete the Kensington School Area Project in accordance with provisions, instructions, and specifications of the OWNER for the prices as follows:

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	70	\$ 35.00	\$ 2,450.00
2	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	20	\$ 40.00	\$ 800.00
3	TEMPORARY FENCE	FOOT	80	\$ 6.00	\$ 480.00
4	TREE ROOT PRUNING	EACH	2	\$ 250.00	\$ 500.00
5	TREE PRUNING (1 TO 10 INCH DIAMETER)	EACH	2	\$ 150.00	\$ 300.00
6	TRENCH BACKFILL	CU YD	80	\$ 45.00	\$ 3,600.00
7	INLET AND PIPE PROTECTION	EACH	3	\$ 175.00	\$ 525.00
8	INLET FILTERS	EACH	3	\$ 175.00	\$ 525.00
9	COMBINATION CURB AND GUTTER REMOVAL	FOOT	158	\$ 5.00	\$ 790.00
10	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 1 12"	FOOT	6	\$ 60.00	\$ 360.00
11	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 2 12"	FOOT	45	\$ 64.00	\$ 2,880.00
12	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 2 36"	FOOT	363	\$ 98.00	\$ 35,574.00
13	STORM SEWER REMOVAL 12"	FOOT	84	\$ 5.00	\$ 420.00
14	STORM SEWER REMOVAL 15"	FOOT	52	\$ 10.00	\$ 520.00
15	STORM SEWER REMOVAL 18"	FOOT	95	\$ 15.00	\$ 1,425.00
16	CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, OPEN LID	EACH	1	\$ 3,600.00	\$ 3,600.00
17	MANHOLES, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	2	\$ 5,400.00	\$ 10,800.00
18	MANHOLES, TYPE A, 6'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	6	\$ 6,750.00	\$ 40,500.00
19	INLETS, TYPE A, TYPE 8 GRATE	EACH	1	\$ 1,500.00	\$ 1,500.00
20	REMOVING MANHOLES	EACH	3	\$ 750.00	\$ 2,250.00
21	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	158	\$ 35.00	\$ 5,530.00
22	MOBILIZATION	L SUM	1	\$ 36,500.00	\$ 36,500.00

KENSINGTON SCHOOL AREA PROJECT
BID PROPOSAL

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
23	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	L SUM	1	\$ 8,500.00	\$ 8,500.00
24	CONSTRUCTION LAYOUT	L SUM	1	\$ 6,000.00	\$ 6,000.00
25	WOOD FENCE TO BE REMOVED AND RE- ERECTED	FOOT	20	\$ 50.00	\$ 1,000.00
26	BOULDER RETAINING WALL TO BE REMOVED AND REPLACED	FOOT	20	\$ 150.00	\$ 3,000.00
27	CLASS D PATCHES, 6" SPECIAL	SQ YD	37	\$ 75.00	\$ 2,775.00
28	CONCRETE DETENTION VAULT	LSUM	1	\$ 487,500.00	\$ 487,500.00
29	ELASTOMERIC INLINE CHECK VALVE, 12"	EACH	1	\$ 3,200.00	\$ 3,200.00
30	LANDSCAPE RESTORATION	LSUM	1	\$ 5,000.00	\$ 5,000.00

TOTAL = \$ 668,804.00

NERI



Monday, March 18, 2019

Attn: Lance Lauderdale

RE: PLANS DATED; 12.20 2018

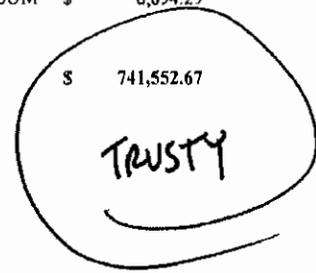
Dear Sir,

We are pleased to provide a quote for the Kensington School Project This Communication will serve as an outline of our Proposed Scope and Pricing for this Project

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT COST	UNIT	BID AMOUNT
1	70	UNIT	TREE REMOVAL (6" TO 15" UNITS DIAMETER)	\$ 57.20	UNIT	\$ 4,004.00
2	20	UNIT	TREE REMOVAL (OVER 15" UNITS DIAMETER)	\$ 57.20	UNIT	\$ 1,144.00
3	80	EACH	TEMPORARY FENCE	\$ 11.65	EACH	\$ 932.00
4	2	EACH	TREE ROOT PRUNING	\$ 572.00	EACH	\$ 1,144.00
5	2	EACH	TREE ROOT PRUNING (1 TO 10 INCH DIAMETER)	\$ 800.80	EACH	\$ 1,601.60
6	80	CU YD	TRENCK BACKFILL	\$ 44.04	CU YD	\$ 3,523.20
7	3	EACH	INLET AND PIPE PROTECTION	\$ 225.21	EACH	\$ 675.63
8	3	EACH	INLET FILTRES	\$ 189.51	EACH	\$ 568.53
9	158	FOOT	COMBINATION CURB AND GUTTER REMOVAL	\$ 14.31	FOOT	\$ 2,260.98
10	6	FOOT	STORM SEWER, RUBBER GASKET, CLASS A. TYPE 1 12"	\$ 116.13	FOOT	\$ 696.78
11	45	FOOT	STORM SEWER, RUBBER GASKET, CLASS A. TYPE 2 12"	\$ 76.97	FOOT	\$ 3,463.65
12	363	FOOT	STORM SEWER, RUBBER GASKET, CLASS A. TYPE 2 36"	\$ 128.39	FOOT	\$ 46,605.57
13	84	FOOT	STORM SEWER REMOVAL 12"	\$ 20.33	FOOT	\$ 1,707.72
14	52	FOOT	STORM SEWER REMOVAL 15"	\$ 21.65	FOOT	\$ 1,125.80
15	95	FOOT	STORM SEWER REMOVAL 18"	\$ 21.65	FOOT	\$ 2,056.75
16	1	EACH	CATCH BASINS, TYPE A, 4' DIAMETER, TYPE 11 FRAME, OPEN LID	\$ 3,178.80	EACH	\$ 3,178.80
17	2	EACH	MANHOLES, TYPE A, 5' TYPE 1 FRAME, OPEN CLOSED LID	\$ 2,979.31	EACH	\$ 5,958.62
18	6	EACH	MANHOLES, TYPE A, 6' TYPE 1 FRAME, OPEN CLOSED LID	\$ 3,232.99	EACH	\$ 19,397.94
19	1	EACH	INLETS, TYPE A, TYPE 8 GRATE	\$ 3,125.70	EACH	\$ 3,125.70
20	3	EACH	REMOVE MANHOLE	\$ 526.20	EACH	\$ 1,578.60
21	158	FOOT	COMBINATION CURB AND GUTTER TYPE B-6.12	\$ 52.13	FOOT	\$ 8,236.54
22	1	L SUM	MOBILIZATION	\$ 5,455.40	L SUM	\$ 5,455.40
23	1	L SUM	TRAFFIC CONTROL AND PROTECTION (SPECIAL)	\$ 4,004.00	L SUM	\$ 4,004.00
24	1	L SUM	CONSTRUCTION LAYOUT	\$ 8,580.00	L SUM	\$ 8,580.00
25	20	FOOT	WOOD FENCE TO BE REMOVED AND REERECTED	\$ 76.67	FOOT	\$ 1,533.40
26	20	FOOT	BOULDER RETAINING WALL TO BE REMOVED AND REPLACED	\$ 188.90	FOOT	\$ 3,778.00
27	37	SQ YD	CLASS D PATCHIES, 6" SPECIAL	\$ 185.51	SQ YD	\$ 6,863.87
28	1	L SUM	CONCRETE DETENTION VAULT	\$ 588,326.26	L SUM	\$ 588,326.26
29	1	EACH	ELASTOMERIC INLINE CHECK VALVE 12"	\$ 3,131.04	EACH	\$ 3,131.04
30	1	L SUM	LANDSCAPE RESTORATION	\$ 6,894.29	L SUM	\$ 6,894.29

PROJECT TOTAL:

\$ 741,552.67



If there are any questions or we can be of any assistance please feel free to contact us. We appreciate the offer to provide you with a quote and we look forward to working with you more in the near future.

Thank you,

Project Estimator

TERMS:

All quotes and prices are good for thirty days, which may then be subject to review or change.
 All quotes and prices are based on the information received and plans provided for bidding purposes only.
 Any project changes affecting material, design and or operational procedures that differ from the contractors bid may be charged as an extra.
 Our customers will be immediately notified of any operations required beyond the scope of plans and specifications as encountered.

BLOCKPOINT

Project Budget

Madison Street Drainage Project - Kensington S

Hinsdale

April 19, 2019



Owner/Developer: Madison Street Drainage Project - Kensington School Area
Project Description: Drainage Project
Civil Engineer: Christopher B. Burke
PLANS RECEIVED FOR BID: Issue for Bid 12/20/18

DESCRIPTION	TOTAL
1 GENERAL CONDITIONS	\$118,000
2 SITE DEMOLITION	\$20,195
3 EXCAVATION	\$45,000
4 LANDSCAPING	\$65,625
5 ASPHALT PAVING	\$0
6 SITE CONCRETE	\$86,200
7 SITE UTILITIES	\$555,778
8 CONTINGENCY	\$50,000
SUBTOTAL	\$ 941,000
OVERHEAD & FEE	
OVERHEAD	\$28,233
INSURANCE	\$9,411
FEE	\$28,233
PROJECT TOTAL	\$ 1,006,904

\$772,173
BLOCKPOINT

BLOCKPOINT

BlockPoint LLC
401 N Michigan Ave / 24th Floor
Chicago, IL 60611
Phone: 312-494-2122
stephen@blockpointllc.com

**Madison Street Drainage Improvements
Hinsdale, Illinois**

Exhibit A - Summary Schedule of Values



Open Cut, Scope of work is upstream of S-20

Item	Contract Value		
Madison Street Drainage Improvements	\$	510,760	98%
Construction	\$	335,000	
Helical Piers	\$	117,000	
Construction Management	\$	36,160	
General Conditions (Insurance OH and Profit)	\$	22,600	
Owners Allowance	\$	10,000	2%
Owners Allowance	\$	10,000	
Contract Price		\$	520,760

DRAFT

Assumptions/Qualifications:

1. We assume that the on site soils are clean. If it is determined that the existing soils are contaminated, then a change order shall be warranted to cover the additional cost.
2. We assume that the Improvements will be constructed in 2019. If the schedule is delayed due to reasons outside of our control, then a change order shall be warranted to cover the additional labor and material costs

This space for Recorder's use only

EASEMENT AND CONSTRUCTION AGREEMENT BY AND BETWEEN

THE VILLAGE OF HINSDALE
AND
KENSINGTON HINSDALE BUILDING LLC

KENSINGTON SCHOOL PROPERTY
(540 WEST OGDEN AVENUE, HINSDALE, ILLINOIS)

DATED AS OF DECEMBER __, 2018

Jointly prepared by:

Michael A. Marrs
Klein, Thorpe and Jenkins, Ltd.
20 N. Wacker Drive, Suite 1660
Chicago, Illinois 60606-2903

After recording, return to:

Village of Hinsdale
19 E. Chicago Avenue
Hinsdale, Illinois 60521
Attention: Village Clerk

And

Jeffrey Sanchez
Zabel Law, LLC
55 West Monroe, Suite 3950
Chicago, Illinois 60603

EASEMENT AND CONSTRUCTION AGREEMENT
BY AND BETWEEN THE VILLAGE OF HINSDALE
AND KENSINGTON HINSDALE BUILDING LLC

KENSINGTON SCHOOL PROPERTY
(540 WEST OGDEN AVENUE, HINSDALE, ILLINOIS)

THIS EASEMENT AND CONSTRUCTION AGREEMENT (the "Agreement") is made and entered into as of the ___ day of December, 2018 (the "Effective Date"), by and between the VILLAGE OF HINSDALE, an Illinois municipal corporation (the "Village"), and KENSINGTON HINSDALE BUILDING LLC, an Illinois limited liability company (the "School"). The Village and the School are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, the School is the owner of that certain tract of real property consisting of approximately 4 acres legally described on Exhibit A attached hereto and generally located at 540 West Ogden Avenue in the Village; and

WHEREAS, the School, relating to its proposed redevelopment of the Property in the Village of Hinsdale (the "Village"), applied to the Village for certain approvals under the Village Zoning and Subdivision Code, in order to build a child daycare facility on the northern 1.74 acres of the 540 West Ogden Property (the "Property"), and to subdivide the Property to accommodate both the child daycare facility on the Property and eight (8) single family detached dwellings on the Southern 2.26 acres of the 540 West Ogden Property (the "Residential Property"), as follows:

1. Rezoning of the Property from R-4 Single-Family Residential Zoning District to an O-2 Limited Office Zoning District through a map amendment, which application was granted by Ordinance No. O2018-18 on April 17, 2018, ("An Ordinance Amending the Official Zoning Map of the Village of Hinsdale Relative to the Rezoning of Property Located at 540 West Ogden Avenue");
2. Resubdivision of the 540 West Ogden Property, which application was granted by Ordinance No. O2018-26 on May 15, 2018, ("An Ordinance Approving and Accepting a Final Plat of Subdivision - Kensington School (540 West Ogden Avenue)");
3. Site plan and exterior appearance review for the Property, which application was granted by Ordinance No. O2018-28 on May 15, 2018, ("An Ordinance Approving a Site Plan and Exterior Appearance Plan for a Child Daycare Facility – Kensington School – 540 West Ogden"); and

4. Special use permit to build and operate a child daycare facility in the O-2 Zoning District, which application was granted by Ordinance No. O2018-27 on May 15, 2018, ("An Ordinance Approving a Special Use Permit to Operate a Child Daycare Facility in the O-2 Limited Office Zoning District at 540 W. Ogden Ave."), which granted a Special Use Permit for a child care facility on the Property fronting on Ogden Avenue, (the "Project").

Collectively, these four ordinances are referenced in this Agreement as the "540 West Ogden Ordinances"; and

WHEREAS, due to the topographical configuration of the Property and the locations and topographical configurations of surrounding properties, infrastructure and other structures, in conjunction with potential runoff issues arising from the completion of the Project, the Property and surrounding properties may be prone to excessive and undesirable storm water runoff; and

WHEREAS, to complete the Project, to help alleviate the storm water runoff issues, and to meet the Village's open land requirements, the Village will design, and the School will allow the Village to design, through its contracted consulting engineers, an underground water detention vault, along with the appurtenant and necessary underground stormwater conveyances on and adjacent to the Property, as described in this Agreement and as shown on the Final Plat as approved by the Village in ordinance form on May 15, 2018, and any necessary location or design elements required or suggested by the Village and its engineers (collectively, the "Underground Vault System"), which design will be subject to final approval by the Village (the "Final Design Plans"). The Final Design Plans for the Underground Vault System shall be attached hereto upon completion and approval, and made a part hereof, as Exhibit A; and

WHEREAS, the Underground Vault System will convey and store storm water from Madison Street and the surrounding land, which storm water will be conveyed by underground pipe from Madison Street, to the easternmost border of the Property, and finally to the underground water detention vault, which will be located on the easternmost border of the Property along the southernmost edge of the Residential Property, the locations of which are shown on the Final Plat as approved by the Village Board on May 15, 2018, on the Final Design Plans, and as referenced above; and

WHEREAS, through the use of a restrictor on the underground water detention vault, the Underground Vault System will direct storm water from the underground water detention vault to the existing stormwater system, as indicated on the Final Design Plans attached hereto as Exhibit A and made a part hereof; and

WHEREAS, subsequent to the Village's approval of the Final Design Plans, the School will, except as otherwise specified herein or as mutually agreed to between the Parties, be responsible for all aspects of constructing the Underground Vault System within the boundaries of the Property and downstream connections to the west of the Property, as well as construction and extension of a storm sewer lateral from property located at 510 Wedgewood Court to the

Underground Vault System (collectively, the "West-Site Work") in conformance to the Final Design Plans. The Village shall, except as otherwise specified herein or as mutually agreed to between the Parties, be responsible for all storm sewer construction and connections east of the School's property line, with the exception of the construction and extension of the aforementioned storm sewer lateral from 510 Wedgewood Court (the "East-Site Work"), as part of the Project; and

WHEREAS, the Village will reimburse the School for the construction costs attributable to the School's West-Site Work performed in constructing the Underground Vault System at final completion of construction; and

WHEREAS, the School will construct the West-Site Work in a way that conforms to the requirements in the 540 West Ogden Ordinances and the Final Design Plans, so that the Underground Vault System properly joins to, conforms with and protects any and all existing surrounding public improvements, including: streets, street lights, sidewalks and curbs, water and sewer lines, storm water detention, and parkway trees (collectively, the "Existing Public Improvements"); and

WHEREAS, the School will be responsible to perform the necessary testing, and make the necessary adjustments, modifications, connections, additions and repairs to the Existing Public Improvements during construction, in conformance with the requirements of the 540 West Ogden Ordinances and the Final Design Plans; and

WHEREAS, upon successful final completion of the West-Site Work related to the construction of the Underground Vault System, as approved by the Village, the School will convey all ownership, maintenance and reconstruction rights and responsibilities to the Village via a dedication and/or bill of sale or other method of conveyance approved by the Village; and

WHEREAS, in conjunction with the forgoing recitals, and as of the Effective Date, the School has granted the Village a permanent easement on the Property to permit the Village to construct, install, reconstruct, repair, inspect, maintain the Underground Vault System and related conveyances as may be necessary from time to time; and

WHEREAS, the President and Board of Trustees of the Village (the "Corporate Authorities"), after due and careful consideration, have concluded that the development of the Property on the terms and conditions set forth in the 540 West Ogden Ordinances and this Agreement, will promote proper development of the Property, increase the taxable value of surrounding property within the Village, and serve the best interests and general welfare of the Village and its residents; and

WHEREAS, pursuant to notices given as required by applicable law, all required public meetings relative to approval of the Project have been held by all appropriate commissions and other bodies relating to subdivision controls, zoning, and other requested relief; and

WHEREAS, the Village has the authority to enter into this Agreement pursuant to: (i) Division 13 of Article 11 of the Illinois Municipal Code (65 ILCS 5/11-13-1 et seq.); (ii) applicable provisions of the Village Municipal and Zoning Codes; and (iii) the Village's police powers.

NOW, THEREFORE, in consideration of the foregoing recitals, incorporated into and made a substantive part of this Agreement, and the mutual covenants and agreements set forth below, the Parties agree:

Section 1. **Design.**

A. VILLAGE RESPONSIBILITIES AND WARRANTIES

1. *Design Responsibility.* The Village will be solely responsible for the design of the Underground Vault System and creation of the Final Design Plans, either through its own engineering staff, contracted consulting engineers, or any combination of licensed engineers that the Village chooses. The village will act in a timely and expeditious manner in completing the Final Design Plans. The Final Design Plans shall be completed, approved and permitted no later than January 1, 2019 or a later date mutually agreed to by the Parties.
2. *Payment for Design Work.* The Village will be solely responsible for payment of any salaries, fees, charges and costs for its employees, contractors or agents reasonably related to design work on the Underground Vault System leading up to and including the Final Design Plans.
3. *Representation of Professional Credentials.* The Village represents and warrants that the engineers it engages to design the Underground Vault System have provided the Village with current engineering licenses and credentials by any applicable legal authority, including the Village of Hinsdale, DuPage County, the State of Illinois, and the United States of America, or any related sub-organizations, agencies or regulatory bodies of these authorities. Additionally, the Village represents and warrants that it has no reason to believe that the engineers it engages to design the Underground Vault System will not perform to the best practices of the industry.
4. The Village shall work cooperatively with the School on timing issues related to the design of the Underground Vault System to ensure that the development of the Property with the Underground Vault System and child daycare facility may occur in a manner that does not cause undue delays for either Party.

B. SCHOOL RESPONSIBILITIES AND WARRANTIES

1. *Reasonable Assistance.* The School will give all reasonable accommodation and assistance to the Village and its elected officials, officers, employees, consultants and agents necessary to complete the Final Design Plans of the Underground Vault System.
2. *Design Easement.* In addition to any other license or easement, whether permanent or temporary, that this Agreement conveys to the Village, the School hereby conveys a "Design Easement," allowing the Village and its elected officials, officers, employees, consultants and agents reasonable access to the Property in order to inspect, study, survey and design the Underground Vault System and any related matter to that design. This Design Easement shall not be contingent upon any timeline, but instead benefit the Village so long as any design or future redesign of the Underground Vault System is reasonably necessary.
3. The School shall work cooperatively with the Village on timing issues related to the design of the Underground Vault System to ensure that the development of the Property with the Underground Vault System and child daycare facility may occur in a manner that does not cause undue delays for either Party.
4. The School shall provide the Village with final "As Built" drawings upon completion of the West-Site Work.

C. DESIGN RELATED DISPUTES

1. *Disputes of Final Design Prior to Construction.* After Village approval of the Final Design Plans, but prior to Construction by the School, should the School or its contractors or engineers dispute any aspect of the Final Design Plans, it shall notify the Village in writing as soon as is practicable. In such instance, the Parties and their respective consultants will work together to reach a reasonable compromise that respects the initial scope of the Project. If such conflict cannot be resolved by the Parties in a timely manner relative to the scope of the Project timeline, then the Village Manager shall have the sole authority to reasonably resolve the design conflict. Any such decision by the Village Manager shall not prevent either Party from enforcing its rights or seeking any remedies otherwise provided in this Agreement
2. *Latent Defects Related to Design.* Although the Village is responsible for hiring engineers and any related consultants to create the Final Design Plans, the Parties agree that the Village should not be held solely liable for any latent

defects in the Final Design Plans relied upon by the Parties. Additionally, the School expressly states that it stands in the same position as the Village in determining the viability of the Final Design Plans. As such, the Village and the School will respectively hold each other harmless from any claim, lawsuit or award of damages related to the Final Design Plans, unless the claim, lawsuit or award of damages relates solely to the acts, omissions or negligence of the other Party.

Section 2. Contracting and Construction.

A. SCHOOL RESPONSIBILITIES AND WARRANTIES

1. *Bidding and Contracting the Work.* The School is responsible for all aspects of bidding, choosing and contracting the construction of the West-Site Work related to the Underground Vault System. School shall make good-faith efforts to obtain three (3) or more bids for performance of the West-Site Work. Any bid, once received, shall be subject to the review and approval of the Village prior to acceptance by the School. When choosing any contractor for the West-Site Work, the School and the Village may take into account the following issues related to any qualified bid and considered or chosen contractor:
 - a. any actual or apparent conflicts that the award(s) of the contract(s) may create with Village elected officials or officers;
 - b. the size of the contracting firm and its ability to complete the work in a timely manner;
 - c. the quality and timeliness of past completed projects;
 - d. the reputation, criminal backgrounds, or past civil disputes, including past bankruptcies, of the firm or principals of the contractor(s);
 - e. the contractors' proposed timelines for Final Completion;
 - f. the contractors' adherence to the bid specifications;
 - g. price, and whether the chosen contractor is the low bidder;
 - h. the contractors' compliance with the Prevailing Wage Act (820 ILCS 130/0.01); and
 - i. the contractors' proposed cost of the West-Site Work.

The Village shall not unreasonably or untimely withhold its written consent to the considered or chosen contractors, but because the Village will be responsible for reimbursing the School for the West-Site Work, the Village shall have the authority to override any choice of contractor by the School, based upon any of the above reasons, or for other good and legal cause not specifically contemplated in this Agreement. The Village, in its reasonable discretion, may reject all bids and require the work to be rebid, or may reject all bids and choose to bid the work out itself.

2. *Village is a Third Party Beneficiary.* The Village shall be named as a third party beneficiary and an additional insured in any agreement between the School and its chosen contractor(s). Even if not so explicitly named in any such agreement, the Village shall have the right under this Agreement to intervene in any dispute between the School and any such contractor as may be necessary to enforce its rights and remedies contemplated in this Agreement.
3. *Timeline for Construction and Village Approval of Final Contract.* As an integral part of the School's selection of contractors, the timeline for construction, and form of final contract between the School and contractor, shall be approved in writing by the Village. The Village shall not unreasonably withhold its approval of a timeline, so long as it meets the mutual needs of the Parties, or of the form of the final contract. The various stages of construction as proposed by the contractor(s) and as coordinated by the School shall conform to the Final Design Plans and ensure that all aspects of the Final Design Plans may be completed within the contemplated scope of time and cost at the time when the School and its contractor(s) executed the contracts. Time is of the essence in the construction of the Underground Vault System, and any delays of construction that the School or its contractor(s) causes by acts, omissions or negligence shall be a breach of this Agreement. Should any unforeseen circumstance occur beyond the reasonable foresight or control of the School or its contractor(s) that causes a significant delay or rise in cost, then the Village shall not unreasonably hold the School or its contractor(s) in breach of this Agreement. However, the School and its contractor(s) shall have a responsibility to mitigate any delays or damage caused by any such delay.
4. *Beginning Timely Construction Conforming to the Final Design Plans.* After the Village approves the Final Design Plans, and after the School, subject to the terms and conditions of Village approval set forth in this Agreement, chooses any contractor to perform the West-Site Work as described above, the School shall begin construction on the Underground Vault System in conformance to the Final Design Plans, and any other construction necessary to complete the Underground Vault System. The Village shall be responsible for the Completion of West-Site Work pursuant to B.3, below. The School shall begin construction as soon as is reasonably practicable after the Village approves the Final Design Plans, timeline and form of contract with contractor, but in no case shall the School fail to request the permits necessary to begin construction more than nine (9) months after approval of the Final Design Plans. Time is of the essence related to the start of construction, and the School will have breached this Agreement if it does not comply with this nine (9) month period, unless due to force majeure or the Village agrees in writing to an extension of this period.
5. *Compliance with Design.* The School agrees to perform the West-Site Work necessary to construct the Underground Vault System in a way that conforms to the requirements in the 540 West Ogden Ordinances and the Final Design Plans, so that the Underground Vault System properly joins to, conforms with and protects any and all Existing Public Improvements and the East-Site Work performed by the Village.

6. *Construction Modification.* The School shall be responsible to perform any necessary testing, and make the necessary adjustments, modifications, connections, additions and repairs to the Existing Public Improvements during construction, in conformance with the requirements of the 540 West Ogden Ordinances and the Final Design Plans.

7. *Final Completion of Construction.* The School shall complete performance of the West-Site Work for the Underground Vault System to the commercially reasonable satisfaction of the Village according to: the terms of this Agreement, the Final Design Plans, the provisions of any contracts between the School and its contractors, the 540 West Ogden Ordinances, applicable Village Zoning Code or Municipal Code provisions, any applicable building code provisions, or any other applicable county, state or federal statute or regulation. If the immediately preceding terms, statutes and regulations have been met, satisfied or completed, the School shall have reached "Final Completion." Final Completion shall not be reached unless the Village expresses in writing that the School has met the necessary terms. The Village Manager shall have the sole authority to determine whether the School has met these terms and whether the construction of the West-Site Work has reached Final Completion, or whether the School must perform additional work to be in compliance with the Final Design Plans, the Agreement, the 540 West Ogden Ordinances, applicable Village Zoning Code or Municipal Code provisions, any applicable building code provisions, or any other applicable county, state or federal statute or regulation. In the event the parties disagree over whether the School has met its obligations set forth in this paragraph, then a third party will mediate the dispute. The Parties agree to utilize the services of a neutral mediator for such mediation, in order to facilitate a mutually agreeable and realistic resolution of any such dispute in a manner that does not delay the Project. The Parties further agree that the cost of mediation shall be shared evenly between the Parties. Construction shall be completed within one (1) year following the start of construction. Time is of the essence related to the completion of construction, and the School will have breached this Agreement if it does not comply with this one (1) year period, unless due to force majeure or the Village agrees in writing to an extension of this period. The School shall be solely responsible for payment of any additional work caused by its own acts, omissions or negligence, and any such additional work attributable to the School or its contractors, employees or agents shall not be subject to reimbursement by the Village as otherwise provided in this Agreement. Any such determination by the Village Manager shall not prevent either Party from enforcing its rights or seeking any remedies otherwise provided in this Agreement.

8. *Warranty of Work of Quality of Contractors, Employees, and Agents.* The School represents and warrants that the contractors it engages to perform the West-Site Work have provided the School and the Village with all current licenses and credentials by any applicable legal authority, including the Village of Hinsdale, DuPage County, the State of Illinois, and the United States of America, or any related sub-organizations, agencies or regulatory bodies of these authorities. Additionally, the School represents and warrants

that it has no reason to believe that the contractors it engages to perform the West-Site Work will not perform to the best practices of the industry.

9. *Nondiscrimination.* The School, and any of its hired contractors and subcontractors, shall comply with the terms and procedures of all applicable state, federal and local statutes, regulations and ordinances pertaining to nondiscrimination in employment, to the extent required by these laws. The School, and any of its hired contractors and subcontractors, shall abide by the requirements of the Illinois Human Rights Act, 775 ILCS 10/0.01 *et seq.*, and the School agrees as follows: That it will not discriminate against any contractor, subcontractor, potential contractor, potential subcontractor, employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

The School further agrees to contractually require all of its contractors and subcontractors to abide by the same non-discrimination standards.

10. *Periodic Inspections.* The School shall allow the Village to conduct site inspections at the Property at any time during reasonable business hours during the time period when construction of the West-Site Improvements is being performed. Notwithstanding the foregoing, except in the case of emergencies, no inspections shall take place without the School or its agent being present.

11. *Access to Property.* Pursuant to the Permanent Easement granted in Section 5 of this Agreement, the School will provide access to the Village on the Property, as necessary, for, among other purposes consistent with the granted Permanent Easement and this Agreement, construction by the Village of the East-Site Work, and to make connections from the West-Site Work to the East-Site Work.

12. *Change Orders.* Any material changes from the Final Design Plans, or change orders submitted by the chosen contractor during construction, shall be subject to commercially reasonable approval by the Village. Design change proposals or change orders received by the School shall be transmitted to the Village within three (3) days of receipt. The Village may, in its reasonable discretion, withhold approval of design change proposals or change orders where such changes or orders would, in the sole opinion of the Village, either negatively affect the effectiveness of the Underground Vault System, or would negatively impact or exceed the Village's budget for the Underground Vault System. The School shall be solely responsible for, and hereby agrees to pay the cost of, any design changes to the Final Design Plans, or change orders, either requested or caused by the School and resulting in cost increases to the overall design and/or construction of the Underground Vault System. If, however, the design change proposals or change orders are the result of unforeseen circumstances discovered during the course of design or construction, the Parties shall act in good faith to determine

responsibility and an equitable distribution of costs resulting from such proposals or change orders.

B. VILLAGE RESPONSIBILITIES AND WARRANTIES

1. *Reasonable Assistance.* The Village will give all reasonable accommodation and assistance to the School and its contractors, subcontractors and agents necessary to complete the Construction of the West-Site Work.
2. *Permit Approval.* The Village agrees to assist in the granting of any and all necessary permits required to complete the Construction of the Underground Vault System.
3. *Completion of East-Site Work.* The Village agrees to perform the East-Site Work necessary to connect the Underground Vault System, upon its completion, to the existing stormwater system, at the Village's sole cost and expense. The East-Site Work shall be performed according to the Final Design Plans.

C. CONSTRUCTION RELATED DISPUTES

1. *Disputes During Construction.* After commencement of Construction by the School, should the Village or its engineers dispute any aspect of the Construction, including any disputes related to budgetary matters or change orders, it shall notify the School in writing as soon as is practicable. In such instance, the Parties and their respective consultants will work together to form a reasonable compromise that respects the initial scope of the Project. If such conflict cannot be resolved by the Parties in a timely manner relative to the scope of the Project timeline, then the Village Manager shall have the sole authority to reasonably resolve the Construction conflict. Any such decision by the Village Manager shall not prevent either Party from enforcing its rights or seeking any remedies otherwise provided in this Agreement.

Section 3. Village Reimbursement of Construction Costs.

The School shall perform the construction of the West-Site Work and advance all funds and all costs necessary to purchase the detention vault and to construct the West-Site Work. The Village shall reimburse the School within sixty (60) days of submission of proof of The Village shall reimburse the School for the cost of the detention vault, and shall reimburse the School for the cost of the construction of the West-Site Work by the School in three (3) progress payments, all as follows:

A. The Village shall reimburse the School for the costs of the purchase of the detention vault within sixty (60) days of submission of bills, lien waivers, contracts, invoices, and affidavit or other evidence as the Village shall reasonably require to evidence payment by the School of the cost of the detention vault and the right of the School to reimbursement under this

Agreement, subject to verification and approval by the Village Engineer of the installation of the vault in accordance with the approved Final Plans and applicable codes and regulations;

B. Progress payments shall be made at 33%, 66% and 100% completion of the West-Site Work and shall be made in each case within sixty (60) days following the general contractor's submission of (a) (i) general contractor's executed AIA payment application certifying the cost and the work performed, (ii) unconditional lien waivers evidencing that all subcontractors performing work or supplying material in excess of \$5,000.00 in connection with such payment application have been paid or will be paid out of the funds received from such payment application, (iii) such bills, contracts, invoices, and affidavit or other evidence as the Village shall reasonably require to evidence completion of the Work and the right of the School to reimbursement under this Agreement; and (iv) for the final installment, a final lien waiver and all bills paid affidavit from the general contractor and, to the extent not previously provided, unconditional lien waivers from all contractors who performed services in connection with construction in an excess of \$5,000.00. In no event, however, shall payment be made until the Village Engineer has verified and approved that the work has been completed in accordance with the approved Final Plans and applicable codes and regulations.

Section 4. School Dedication and Village Acceptance.

Upon successful Final Completion of the Construction of the Underground Vault System, as approved by the Village, the School will convey all ownership, maintenance and reconstruction rights and responsibilities to the Village as provided for below:

A. *Dedication and Acceptance of the Underground Vault System.* The School shall dedicate and/or convey the Underground Vault System to the Village, and the Village shall accept it in the manner hereinafter specified and in the manner specified under Illinois law. Neither the execution of this Agreement nor the approval of the Final Design Plans shall constitute an acceptance by the Village of the Underground Vault System. The Underground Vault System shall only be accepted by the Village except by a resolution duly adopted by the Corporate Authorities specifying with particularity the Improvement or Improvements being accepted. The School shall convey the Underground Vault System to the Village as a "public improvement" by a customary form bill of sale following the inspection and approval of the Underground Vault System upon Final Completion and following the delivery to the Village Engineer of approved "as-built" drawings, and a certification from the construction engineer that the Underground Vault System has been completed in accordance with the Final Design Plans, the Governing Plans and Law. Not less than sixty (60) calendar days following the receipt of the last of the items required for conveyance of the Underground Vault System to the Village, the Village shall accept such Underground Vault System, by resolution and the acceptance of easements.

B. *One Year Guaranty of the Construction of the Underground Vault System.* The School hereby guaranties the prompt and satisfactory correction of all defects and deficiencies in the Underground Vault System that occur or become evident within one (1) year after acceptance of the Underground Vault System by the Village pursuant to this Agreement. If any

defect or deficiency occurs or becomes evident during this period, then the School shall, within ten (10) days, weather permitting, after written demand from the Village to do so, correct it or cause it to be corrected.

C. *Future Maintenance.* Upon Acceptance of the Underground Vault System by the Village pursuant to this Agreement, and notwithstanding the warranty language contained in Section 4.B, the Village shall be responsible for all future maintenance, repair, inspection and/or reconstruction of the Underground Vault System. Upon 24 hour notice to School, except in the case of emergency, School covenants and grants to Village, its employees, agents and contractors access to the Underground Vault Systems for any repairs, and also for making such repairs and replacements as Village may deem necessary. Village shall use its best efforts to minimize the disruption of School's (or its tenant's) business in effecting said maintenance and repairs. If at any time School determines that the Village is not maintaining the Underground Vault System as required, School may serve notice on the Village detailing repairs and replacements that are needed. Should the Village fail to make or commence to make and proceed diligently with the repairs and replacements required of the Village within twenty (20) days following receipt of said notice from School, School or its agents may make such repairs and replacements in its stead and the Village agrees to pay (or reimburse) the reasonable cost of the repairs or replacements following receipt of a bill therefor.

Section 5. Permanent Easement

The School has granted the Village a permanent easement on the Property for the purpose of constructing, installing, reconstructing, repairing, inspecting and maintaining the Underground Vault System as shown on the Final Plat of Kensington Subdivision, recorded with the DuPage County Recorder as Document No. _____ on _____, 2018. A copy of the Final Plat is attached hereto as Exhibit A and made a part hereof.

Section 6. Governing Plans and Law.

As the School proceeds with the performance of the West-Site Work, it shall do so subject to minor alterations approved and directed by the Village, or its consulting engineers, due to field conditions or other circumstances, in a good and workmanlike manner pursuant to and in accordance with the following (collectively, the "Governing Plans and Law"):

1. the 540 West Ogden Ordinances; and
2. this Agreement;
3. the Final Design Plans; and
4. the Hinsdale Zoning Code, Subdivision Ordinance and Building Codes, as the same exist as of the Effective Date (collectively, the "Existing Village Codes"); and
5. all other applicable codes, ordinances and standards adopted by the Village, including but not limited to, the Village Engineering Standards and the DuPage County Stormwater Ordinance (collectively, the "Other Applicable Village Codes, Ordinances and Standards");
6. the requirements of the Illinois Prevailing Wage Act (820 ILCS 130/0.01), if applicable; and

7. all other applicable federal, State, county and non-Village local governmental laws, statutes, codes, ordinances, resolutions, rules and regulations (collectively, the "Other Requirements of Law").

In the event of a conflict between, among or within any of the above plans or documents, the plan or document that provides the greatest control and protection for the Village to achieve the benefits and objectives of the 540 West Ogden Ordinances, as determined by the Village Manager, shall control. Notwithstanding the foregoing, the Village Manager shall strive to resolve a conflict between this Agreement and the Existing Village Codes in favor of the spirit of the 540 West Ogden Ordinances.

Section 7. Village Consents, Approvals and Cooperation.

Except as otherwise provided herein, whenever the consent, approval or cooperation of the Village, or of any of its employees, consultants, attorneys, agents or representatives, is required to be given or rendered under the provisions of this Agreement or otherwise, the same shall not be unreasonably withheld, delayed or conditioned.

Section 8. No Implied Waiver of Village Rights. The Village shall be under no obligation to exercise rights granted to it in this Agreement except as it shall determine to be in its best interest from time to time. Except to the extent embodied in a duly authorized and written waiver of the Village, no failure to exercise at any time any right granted herein to the Village shall be construed as a waiver of that or any other right.

Section 9. Time of Essence. Time is of the essence in the performance of all terms and provisions of this Agreement.

Section 10. Notices. All notices and other communications in connection with this Agreement shall be in writing and shall be deemed delivered to the addressee thereof (1) when delivered in person on a business day at the address set forth below, or (2) on the third business day after being deposited in any main or branch United States post office, for delivery by properly addressed, postage prepaid, certified or registered mail, return receipt requested, at the address set forth below, or (3) by facsimile transmission, when transmitted to the facsimile telephone number set forth below, when actually received and when accompanied by mailing as provided in phrase (2) of this Section above.

Notices and communications to the School shall be addressed to, and delivered at, the following addresses:

with a copy to:

Kensington Hinsdale Building LLC
Attn: Charles Marlas
743 McClintlock Drive
Burr Ridge, Illinois 60527

Zabel Law, LLC
Attn: Jeffrey Sanchez
55 W. Monroe St., Suite 3330
Chicago, IL 60603

Notices and communications to the Village shall be addressed to and delivered at, these addresses:

Village of Hinsdale
19 Chicago Avenue
Hinsdale, Illinois 60521
Attention: Village Manager
Fax: (630) 789-7015

with a copy to:
Klein, Thorpe & Jenkins
20 North Wacker Drive, Suite 1660
Chicago IL 60606-2903
Attention: Michael A. Marrs
Fax: (312) 984-6444

By notice complying with the requirements of this Section 10, each Party shall have the right to change the address or addressee, or both, for all future notices and communications to such Party.

Section 11. Enforcement and Remedies.

A. Enforcement. The Parties may enforce or compel the performance of this Agreement, in law or in equity, by suit, action, mandamus, or any other proceeding, including without limitation specific performance; provided, however, that the School agrees that it will not seek, and does not have the right to seek, to recover a judgment for monetary damages against the Village or any elected or appointed officials, officers, employees, agents, representatives, engineers, or attorneys thereof, on account of the negotiation, execution, or breach of any of the terms and conditions of this Agreement except for damages actually incurred by the School as a result of a breach by the Village of this Agreement.

In the event of a judicial proceeding brought by one Party to this Agreement against the other Party for enforcement or for breach of any provision of this Agreement, the prevailing Party in any such judicial proceeding shall be entitled to reimbursement from the unsuccessful Party of all costs and expenses, including reasonable attorneys' fees, incurred in connection with the prosecution or defense of such judicial proceeding.

B. Remedies. In the event of a breach of this Agreement, the Parties agree that the Party alleged to be in breach shall have, unless specifically provided otherwise by any other provision of this Agreement, thirty (30) days after notice of any breach delivered in accordance with Section 10 of this Agreement to correct the same prior to the non-breaching Party's pursuit of any remedy provided for in this Section 11; provided, however, that the thirty (30) day period shall be extended, but only (1) if the alleged breach is not reasonably susceptible to being cured within the thirty (30) day period, and (2) if the defaulting Party has promptly initiated the cure of the breach, and (3) if the defaulting Party diligently and continuously pursues the cure of the breach until its completion. If any Party shall fail to perform any of its obligations under this Agreement, and if the Party affected by the default shall have given written notice of the default to the defaulting Party, and if the defaulting Party shall have failed to cure the default as provided in this Subsection B (an "Event of Default"), then, in addition to any and all other remedies that may be available, either in law or equity, the Party affected by the Event of Default shall have the right (but not the obligation) to take any action as in its discretion and judgment shall be necessary to cure the breach that gave rise to such Event of Default. In any event, the

defaulting Party hereby agrees to pay and reimburse the Party affected by the breach all costs and expenses reasonably incurred by it in connection with action taken to cure the breach.

Section 12. Amendments and Waiver. No modification, addition, deletion, revision, alteration, or other change to this Agreement shall be effective unless and until the change is reduced to writing and executed and delivered by the Parties. No term or condition of this Agreement shall be deemed waived by any Party unless the term or condition to be waived, the circumstances giving rise to the waiver and, where applicable, the conditions and limitations on the waiver are set forth specifically in a duly authorized and written waiver of such Party. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition of this Agreement, nor shall waiver of any breach be deemed to constitute a waiver of any subsequent breach whether of the same or different provisions of this Agreement.

Section 13. Authority to Execute. The Parties hereby acknowledge and agree that all required notices, meetings, and hearings have been properly given and held by the Village with respect to the approval of this Agreement and agree not to challenge the legality or enforceability of this Agreement or any of the obligations created by it on the grounds of any procedural or substantive infirmity or any denial of any procedural or substantive right. The Village hereby warrants and represents to the School that the persons executing this Agreement on its behalf have been properly authorized to do so by the Corporate Authorities. The School represents that: (1) the School has the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth herein, (2) all legal actions needed to authorize the School's execution, delivery, and performance of this Agreement have been taken, and (3) neither the execution of this Agreement nor the performance of the obligations assumed by the School hereunder will (i) result in a breach or default under any agreement to which the School is a party or to which the School or the Property is bound or (ii) to the School's knowledge, violate any statute, law, restriction, court order or agreement to which the School or the Property is subject.

Section 14. Entire Agreement. This Agreement shall constitute the entire agreement of the Parties relative to the design and construction of the Underground Water Vault, all prior agreements, communications and understandings of and between the Parties, whether written or oral, being expressly merged into and superseded by this Agreement.

Section 15. Assignment. The School shall not assign or transfer the School's interest in this Agreement to any other entity without the prior written consent of the Village, which consent may be withheld in the Village's sole discretion, and provided further, that the School shall not be released from its obligations hereunder as a result of such assignment unless expressly released by the Village. In the event the Village shall consent to an assignment, the School shall deliver to the Village a copy of the fully-executed assignment and assumption by the School, as assignor, and the assignee within five (5) business days of the closing on the assignment.

Section 16. Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois. The Parties agree that for the purpose of any litigation or proceeding brought with regard to this Agreement and its enforcement, venue shall be in the Circuit Court of DuPage County, Illinois. The Village and School agree to submit to the jurisdiction of such court for the purpose of any such litigation or proceeding.

Section 17. Severability. If any of the provisions of this Agreement, or the application thereof to any person or circumstance, shall be invalid or unenforceable to any extent, the remainder of the provisions of this Agreement shall not be affected thereby, and every other provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Section 18. Exhibits. The following Exhibits attached to this Agreement are by this reference incorporated herein and made a part hereof:

Exhibit A – Final Plat of Subdivision Showing Drainage Easement

[signatures appear on next page]

IN WITNESS WHEREOF, the Parties have hereunto set their hands as of the dates set forth below their respective signatures, to be effective as of the Effective Date.

VILLAGE OF HINSDALE, an Illinois municipal corporation

By: Tom Cauley

Thomas K. Cauley, Jr.
Village President

Date: 12/18/18

ATTEST:

By: Christine M. Bruton

Christine Bruton
Village Clerk

Kensington Hinsdale Building LLC, an Illinois limited liability company

By: _____

attached

Date: _____

Zabel Law, LLC

55 WEST MONROE • SUITE 3330 • CHICAGO, ILLINOIS 60603 • TELEPHONE: 312/201-9800 • FAX: 312/201-1436

GRAHAM E. CONATSER

E-mail Address:
Graham@zabellaw.com

January 14, 2019

Christine Bruton
19 E. Chicago Ave.
Hinsdale, Illinois 60521.

Re: Easement Agreement – Kensington School Property – 540 W. Ogden Ave., Hinsdale, IL

Dear Christine,

Enclosed please find the signature page for Kensington Hinsdale Building, LLC regard the above referenced Easement Agreement.

Very Truly Yours,



Graham E. Conatser
Attorney at Law

IN WITNESS WHEREOF, the Parties have hereunto set their hands as of the dates set forth below their respective signatures, to be effective as of the Effective Date.

VILLAGE OF HINSDALE, an Illinois municipal corporation

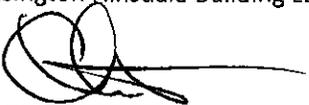
By: _____
Thomas K. Cauley, Jr.
Village President

Date: _____

ATTEST:

By: _____
Christine Bruton
Village Clerk

Kensington Hinsdale Building LLC, an Illinois limited liability company

By:  _____

Date: 12.18.18

Si

ACKNOWLEDGEMENTS

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

The foregoing instrument was acknowledged before me on _____, 201____, by Thomas K. Cauley, Jr., the Village President of the VILLAGE OF HINSDALE, an Illinois municipal corporation, and by Christine Bruton, the Village Clerk of said municipal corporation.

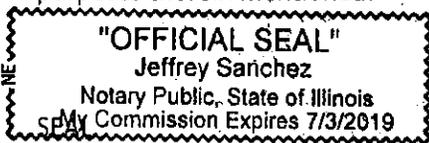
Signature of Notary

SEAL

My Commission expires: _____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

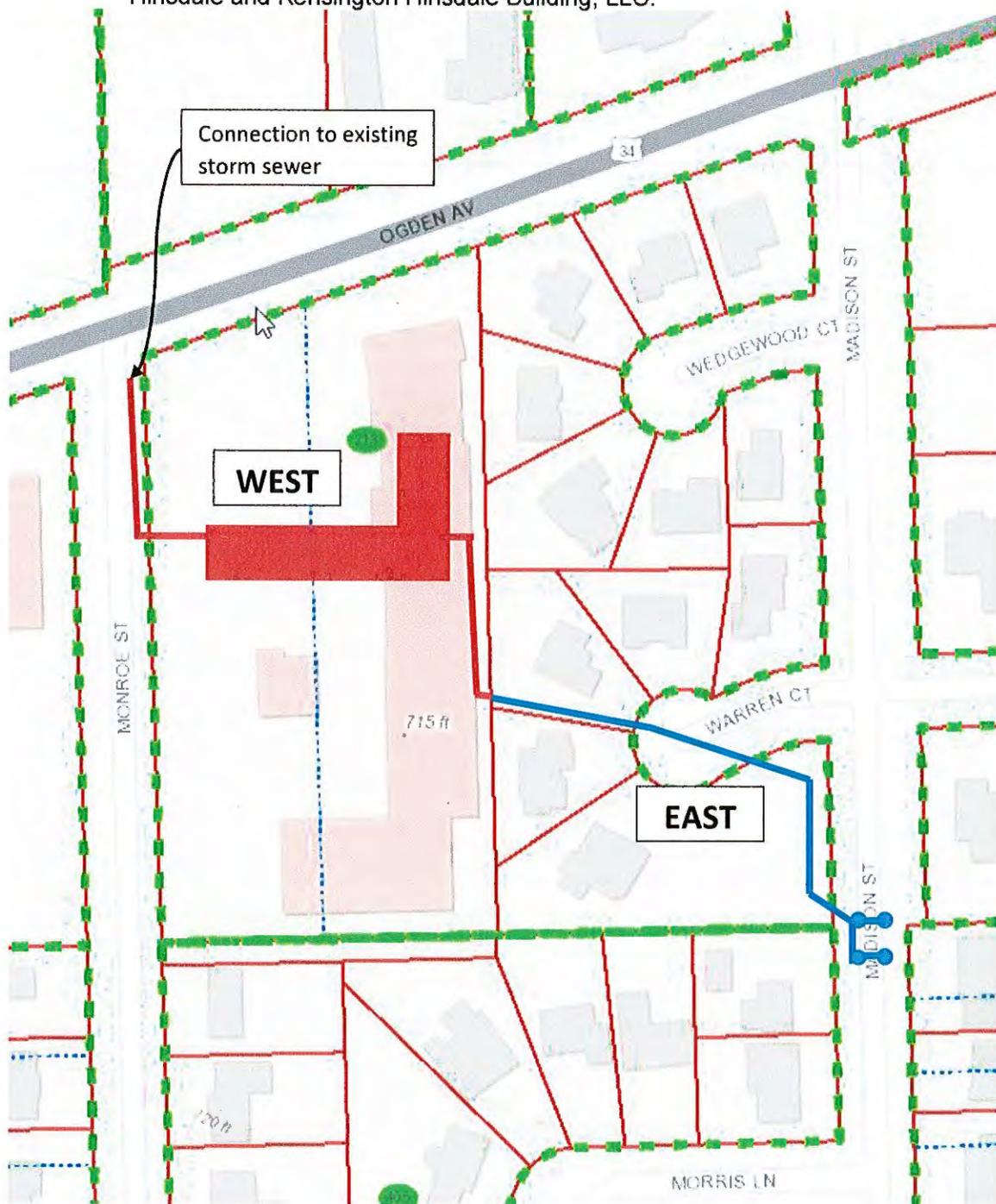
The foregoing instrument was acknowledged before me on 12/18, 20118 by CHARLES MARCAS the MANAGER of Kensington Hinsdale Building LLC, an Illinois limited liability company, which individual is known to me to be the same person who signed the foregoing instrument as such Managing Member of said limited liability company for and on behalf of said limited liability company, and that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said company, for the uses and purposes therein mentioned.



[Handwritten Signature]
Signature of Notary

My Commission expires: 7/3/19

Exhibit 1 – Preliminary Storm Sewer Alignment (East and West)
Approval of Easement and Construction Agreement By and Between the Village of Hinsdale and Kensington Hinsdale Building, LLC.



Notes:

1. This exhibit is a representation of the stormwater management project to address flooding on N. Madison Street. The bid documents by Christopher B. Burke Engineering, Ltd. will identify the specific items, quantities, route, etc. to be constructed.
2. The west portion will be bid and constructed by Kensington Hinsdale Building, LLC. The east portion will be bid and constructed by the Village of Hinsdale, its consultants, and contractors.



REQUEST FOR BOARD ACTION
Community Development

AGENDA SECTION: First 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: May 7, 2019

FROM: Chan Yu, Village Planner

Recommended Motion

Approve an Ordinance approving a fourth major adjustment to a Planned Development – Hinsdale Meadows (Southeast corner of 55th Street and County Line Road) – Hinsdale Meadows, LLC.

Background

On December 11, 2017, the Board of Trustees (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

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

At the Plan Commission (PC) meeting on April 10, 2019, the applicant presented at the public meeting and reviewed the request and answered questions by the PC. There were no comments by the public at the hearing.

The PC unanimously recommended approval for the major adjustment as submitted, 6-0 (3 absent).

Village Board and/or Committee Action

At the April 2, 2019, Board of Trustees meeting, the Village Board had no issues with the dormer feature of the request, however, referred the proposed additional Hardie siding type, siding colors (3) and single family detached ranch option to the PC for further review.

Documents Attached

Draft Ordinance

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

VILLAGE OF HINSDALE

ORDINANCE NO. _____

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

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

WHEREAS, the Village has previously approved the concept plans and a special use permit for the Planned Development in Ordinance No. O2017-08, passed and approved on March 7, 2017, the detailed plans (including exterior appearance plans), associated waivers and variations, and a redevelopment agreement (the “Redevelopment Agreement”) for the Planned Development, in Ordinance No. O2017-52, passed and approved on December 11, 2017, a First Major Adjustment to the approved plans for the Planned Development, pursuant to subsection 11-603(K)(2) of the Hinsdale Zoning Code on April 17, 2018, a Second Major Adjustment to the approved plans for the Planned Development, pursuant to subsection 11-603(K)(2) of the Hinsdale Zoning Code on October 16, 2018, a Third Major Adjustment to the approved plans for the Planned Development, pursuant to subsection 11-603(K)(2) of the Hinsdale Zoning Code on December 18, 2018; and

WHEREAS, the Applicant now seeks approval of an additional major adjustment (the “Fourth Major Adjustment”) to the approved plans for the Planned Development, pursuant to subsection 11-603(K)(2) of the Hinsdale Zoning Code (the “Application”). The Fourth Major Adjustment proposes to add one (1) additional dormer elevation option and one (1) additional single-family, detached ranch plan option (the “Wellington”) within the Planned Development. The use of three (3) new siding colors, and a Hardie lap siding product in conjunction with the previously approved Hardie shingle siding product, were also requested as an option for all buildings; and

WHEREAS, on April 2, 2019, the President and Board of Trustees, following initial consideration of the Application, referred the additional ranch plan option, new siding colors and use of Hardie siding portions of the Application to the Plan Commission for consideration and review; and

WHEREAS, the Plan Commission, on April 10, 2019, held a meeting at which the portions of the Fourth Major Adjustment Application referred to it were discussed. Following presentations and discussion, the Plan Commission recommended

approval of the additional ranch plan option, new siding colors and use of Hardie siding on a unanimous vote of six (6) ayes and zero (0) nays, with three (3) members absent. The Findings and Recommendation of the Plan Commission are attached hereto as **Exhibit A** and made a part hereof; and

WHEREAS, the Board of Trustees of the Village have duly considered the materials, facts and circumstances affecting the Application, and find that the Application meets the standards set forth in Section 11-603 for approval of such adjustments, and will be in substantial conformity with the approved plan for the Planned Development, as amended, in conformance with Subsection 11-603(K)(2) of the Hinsdale Zoning Code.

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

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

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

- one (1) additional elevation dormer option;
- one (1) additional single-family, detached ranch plan option (the "Wellington");
- three (3) new siding colors; and
- the approval of the use as an option on all buildings of a Hardie lap siding product in conjunction with the previously approved Hardie shingle siding product.

The adjustments are all as detailed and depicted on the Adjusted Plans attached hereto and incorporated herein as **Exhibit B**. Said Fourth Major Adjustment is approved subject to the conditions set forth in Section 3 of this Ordinance. The previous Ordinances giving approvals or granting adjustments to the Planned Development, and the Final Plans, are hereby amended to the extent provided, but only to the extent provided, by the approval granted herein.

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

- A. **No Authorization of Work.** This Ordinance does not authorize the commencement of any work on the Subject Property. Except as otherwise specifically provided in writing in advance by the Village, no work of any kind shall be commenced on the Subject Property until all conditions of this Ordinance precedent to such work have been fulfilled and after all permits, approvals, and other authorizations for such work

have been properly applied for, paid for, and granted in accordance with applicable law, the previous approving or adjustment Ordinances and the existing Redevelopment Agreement between the Village and Applicant.

- B. Compliance with Plans. All work on the Subject Property shall be undertaken in strict compliance with the approved plans and specifications, including the Adjusted Plans attached as **Exhibit B**.
- C. Compliance with Codes, Ordinances, and Regulations. Except as specifically set forth in this Ordinance, the previous approving or adjustment Ordinances, and the Redevelopment Agreement between the Village and Applicant, the provisions of the Hinsdale Municipal Code and the Hinsdale Zoning Code shall apply and govern the development of the Subject Property. All such development shall comply with all Village codes, ordinances, and regulations at all times.
- D. Building Permits. The Applicant shall submit all required building and sign permit applications and other materials in a timely manner to the appropriate parties, which materials shall be prepared in compliance with all applicable Village codes and ordinances.

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

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

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

PASSED this _____ day of _____ 2019.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this _____ day of _____ 2019.

Thomas K. Cauley, Jr., Village President

ATTEST:

Christine M. Bruton, Deputy Village Clerk

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

By: _____

Its: _____

Date: _____, 2019

EXHIBIT A

**FINDINGS OF FACT AND RECOMMENDATION ON PORTION OF APPLICATION
REFERRED TO PLAN COMMISSION**

HINSDALE PLAN COMMISSION

DRAFT

RE: Case A-09-2019 – Applicant: Hinsdale Meadows – Southeast corner of 55th Street and County Line Road

Request: 4th Major Adjustment to a Planned Development

DATE OF PLAN COMMISSION (PC) REVIEW: April 10, 2019

DATE OF BOARD OF TRUSTEES 1ST READING: May 7, 2019

FINDINGS AND RECOMMENDATION

I. FINDINGS

1. On April 10, 2019, the PC heard testimony from the applicant, Vice President of Finance, Mike Balas. He reviewed material samples of the proposed additional Hardie lap style siding option and the 3 additional new color options. He also reviewed the proposed new "Wellington" single family ranch plan, and the reasons for all three requests (Section 11-603(K)(2) and (B))
2. A Commissioner asked why the applicant is constantly changing the plans after the approved plans. The applicant responded it is an attempt to increase the architectural diversity in the area. (11-603(L) and 11-603(B)(3))
3. The applicant reviewed the current interest, demand and sold homes at Hinsdale Meadows with the Plan Commissioners. (Section 11-603(E))
4. A Commissioner commented that she likes the diversity within the continuity of the neighborhood, which does not project a condominium complex, and therefore like the choices. (Section 11-603(B)(3))
5. A Commissioner asked how the request would give potential customers price effective choices. Mike explained that it aims to fill the gap for persons who do not want to downsize to a duplex, but would like a single family detached priced closer to a duplex. (Section 11-603(B))
6. There were no comments from the audience during the public comment period of the public meeting. (Section 11-602(D)(2))

II. RECOMMENDATIONS

Following a motion to recommend approval of the major adjustment as submitted, the Plan Commission on a vote of 6-0 (3 absent), recommends that the President and Board of Trustees approve the application.

THE HINSDALE PLAN COMMISSION By: _____, Chairman

Dated this _____ day of _____, 2019.

EXHIBIT B

ADJUSTED PLANS

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.

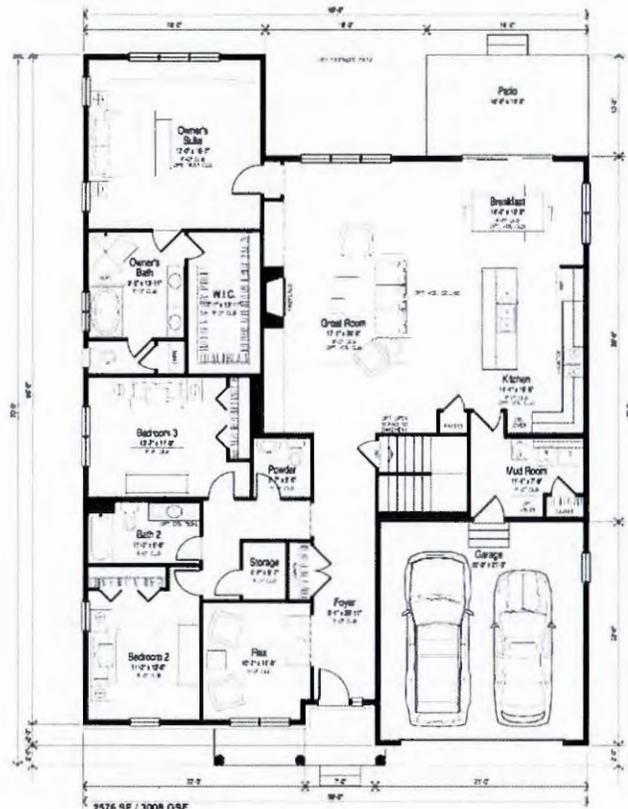
Section 1: Requested Additional Detached Single Family Ranch Plan:

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

Front Elevation:



Floorplan:



Main Floor Plan

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



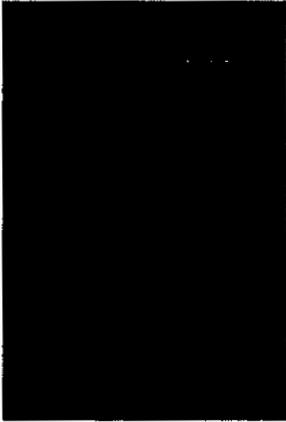
Section 3: Alternative Hardie Siding Style and Additional Colors:

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

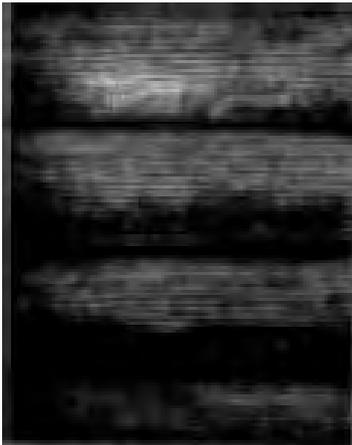


Shingle Style

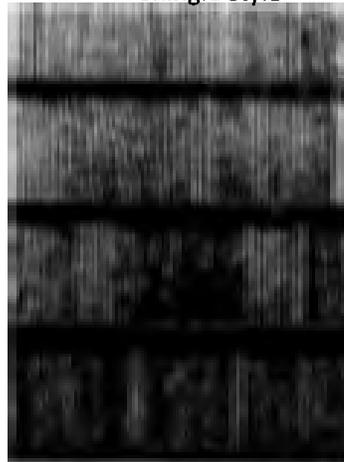


PEARL GRAY:

Lap Style

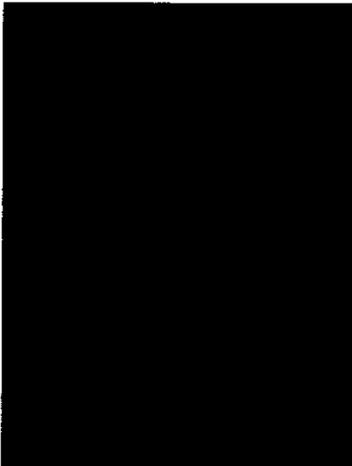


Shingle Style



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,

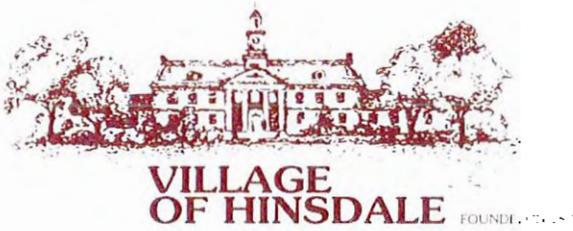


Jerry James

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

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.

Version 10.22.15

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.

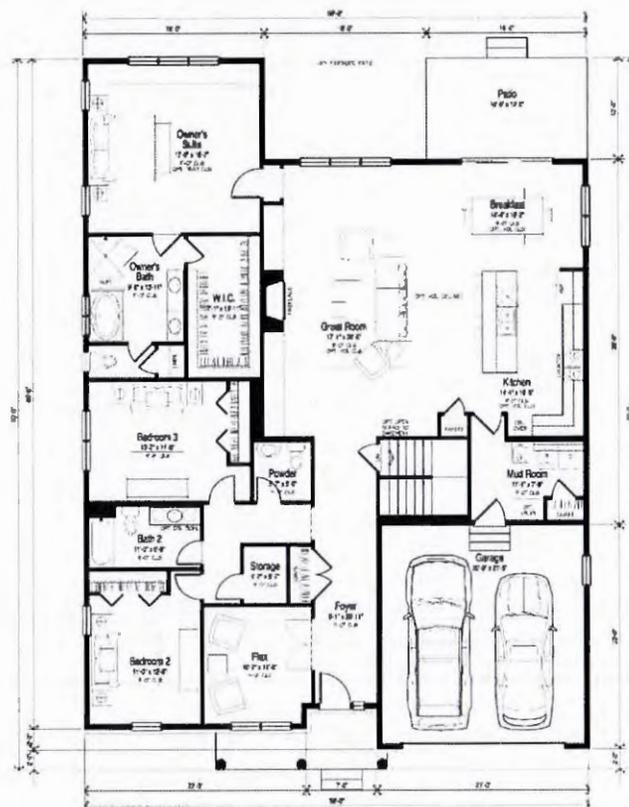
Section 1: Requested Additional Detached Single Family Ranch Plan:

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

Front Elevation:



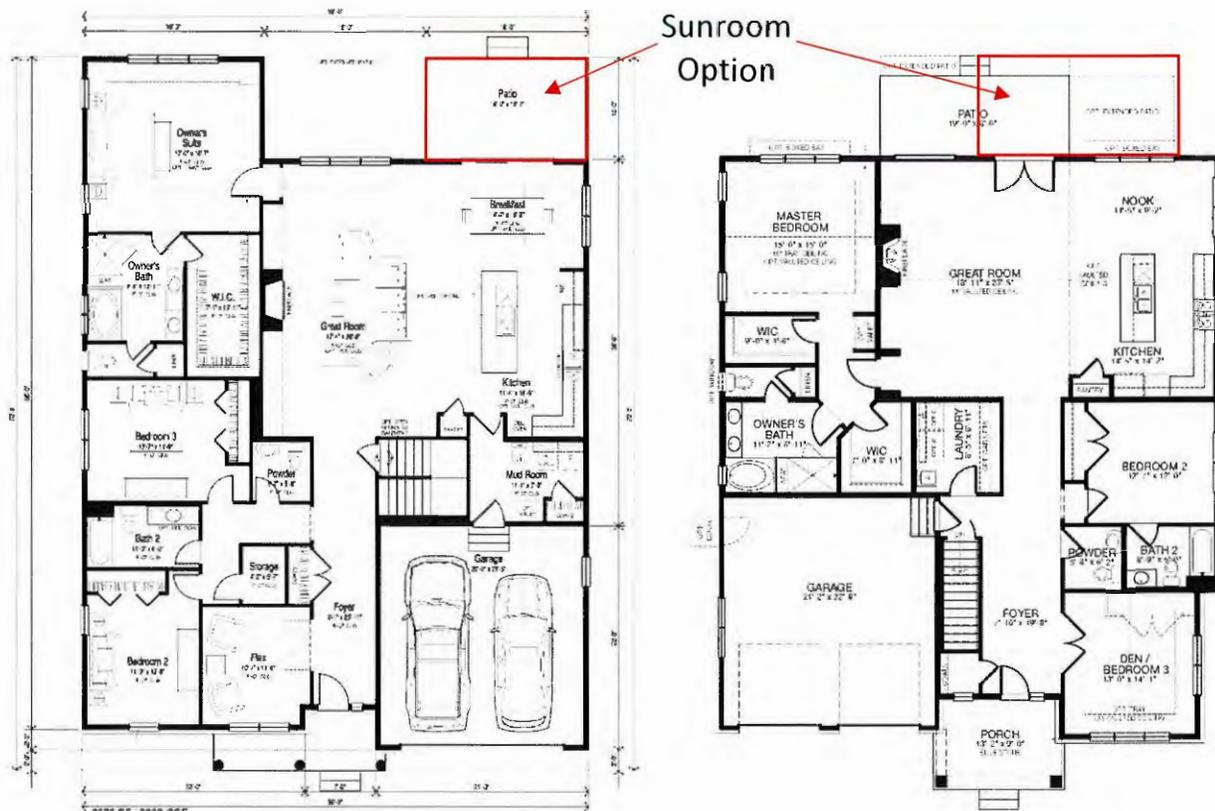
Floorplan:



Main Floor Plan

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.)

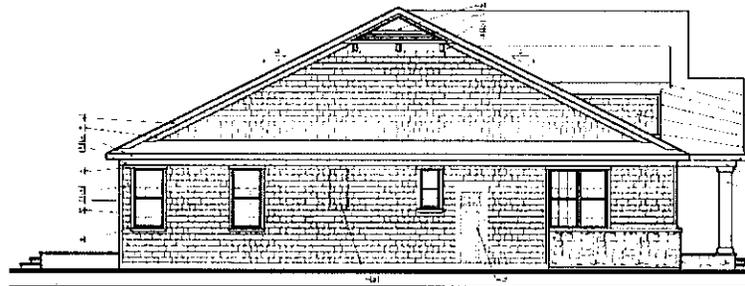


The vertical height of the new plan is approximately 27' 2" from the top of the highest foundation point to the roof ridge, which is slightly higher than the current ranch plan, but of course less than the height maximum of the two story plans of 31' ¾".

New Wellington Ranch Plan - Left:

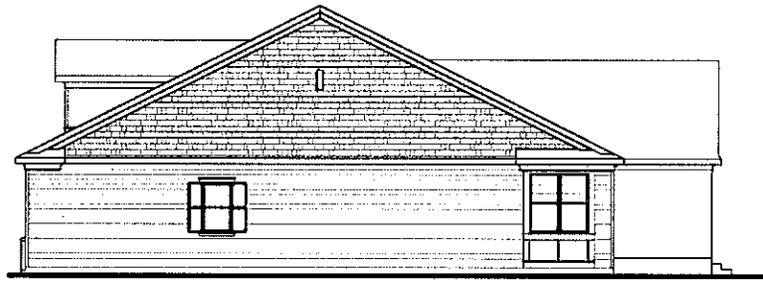


Current Hampton Ranch Plan - Left:

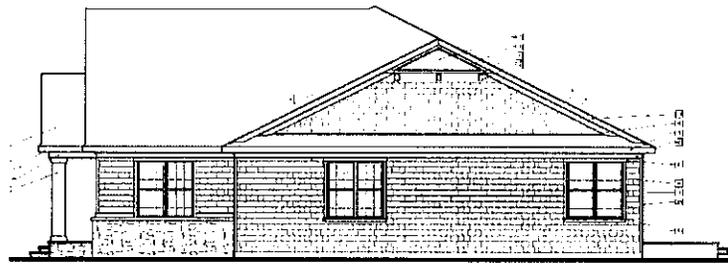


(Optional Sunroom not depicted)

New Wellington Ranch Plan - Right:

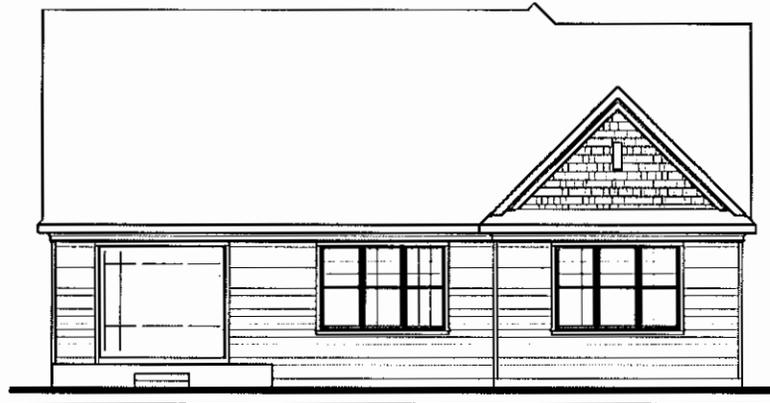


Current Hampton Ranch Plan - Right:

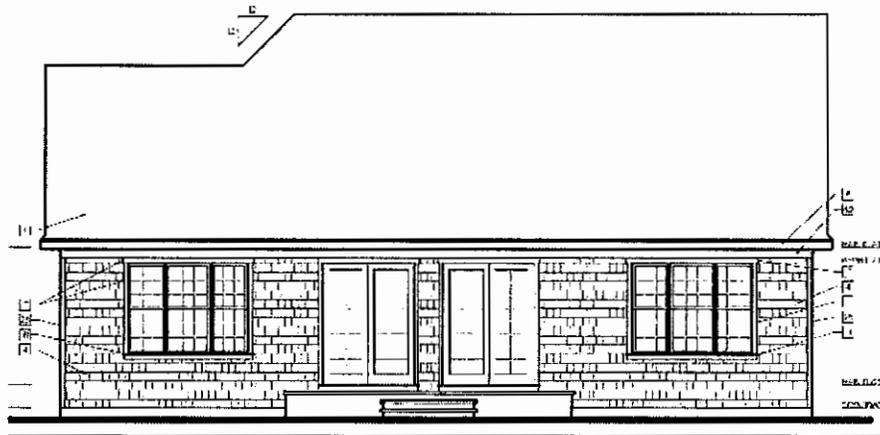


(Optional Sunroom not depicted)

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



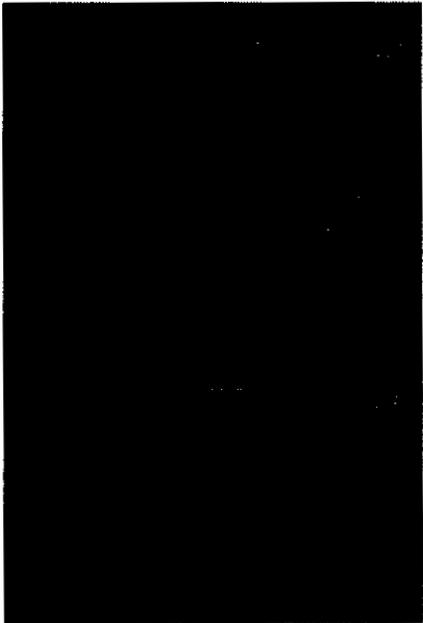
Section 3: Alternative Hardie Siding Style and Additional Colors:

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

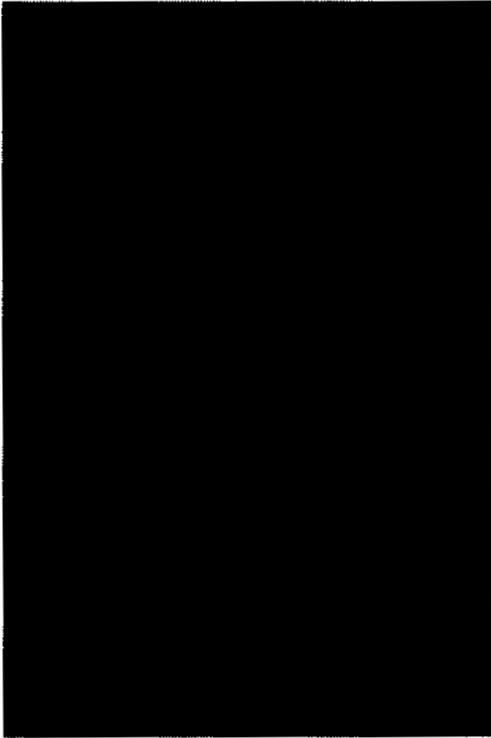


Shingle Style

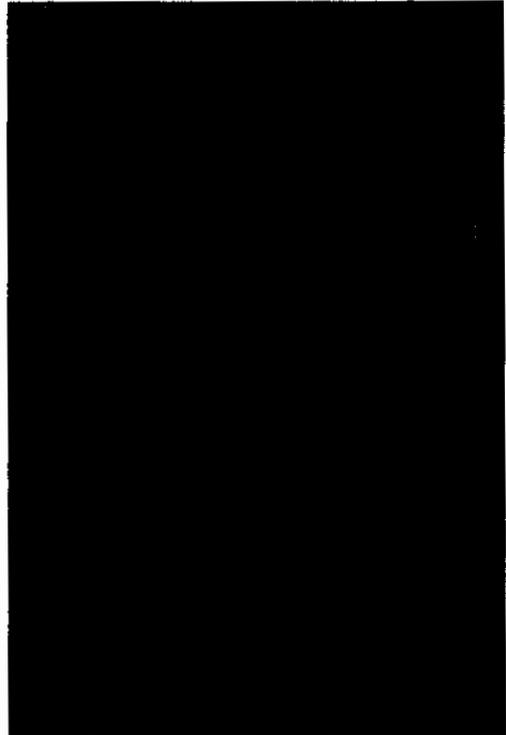


NIGHT GRAY:

Lap Style

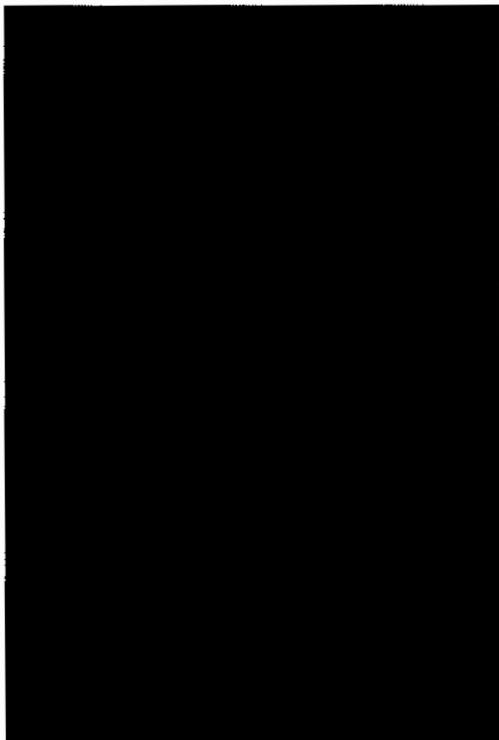


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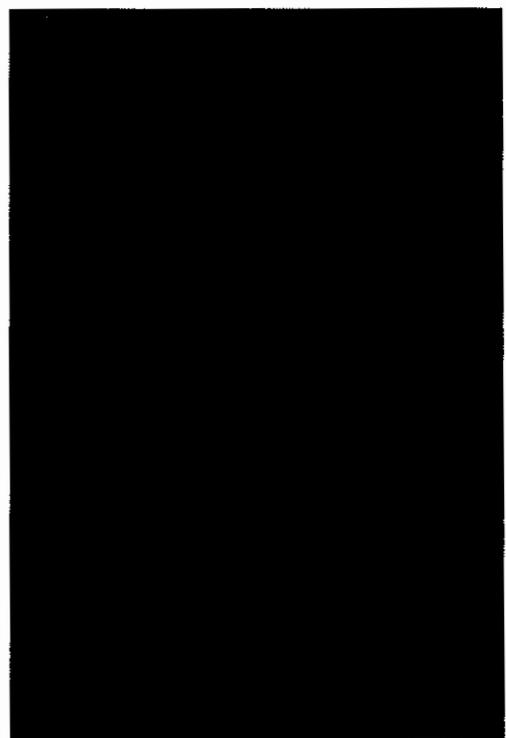


TIMBER BARK:

Lap Style



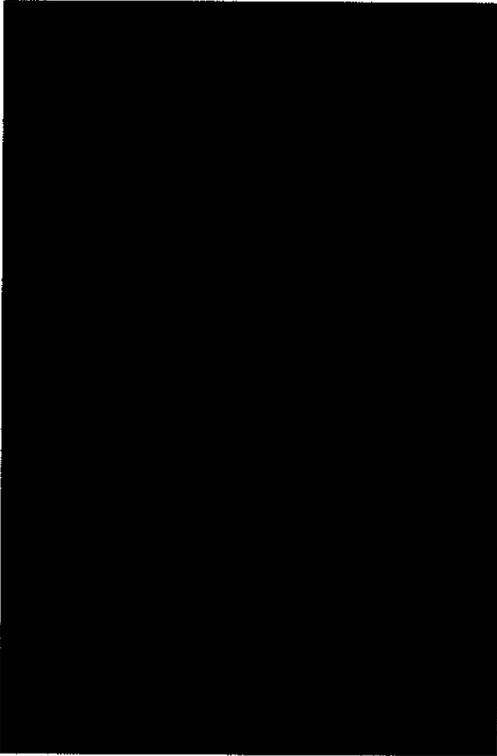
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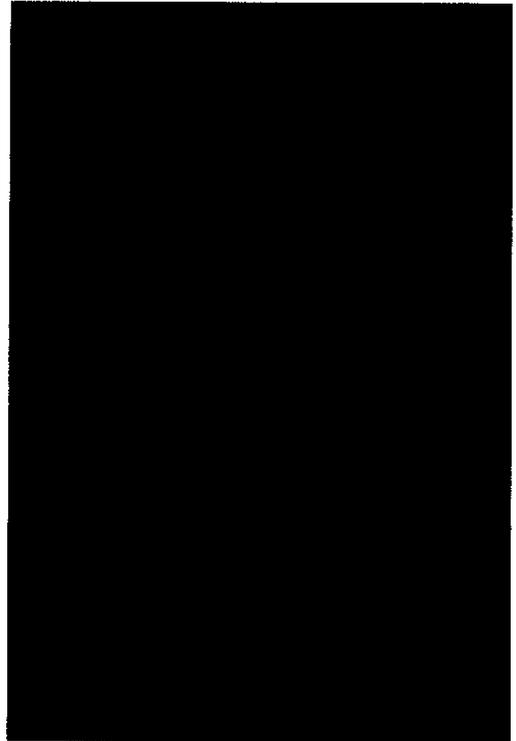
LAP AND SHINGLE STYLES FOR REQUESTED ADDITIONAL COLORS:

IRON GRAY:

Lap Style

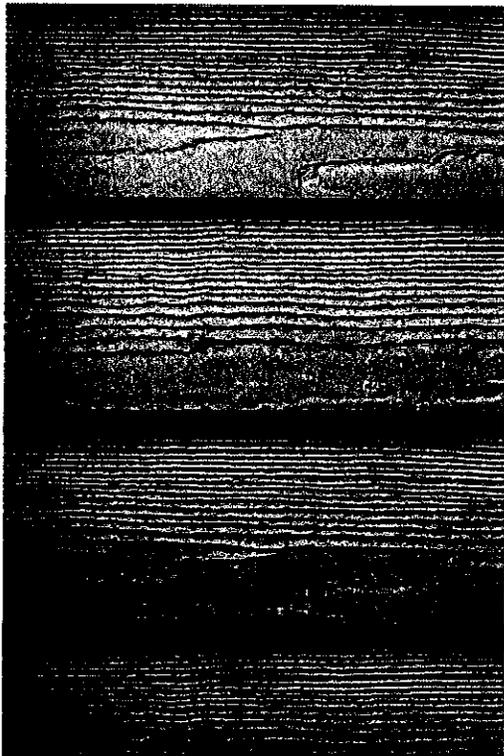


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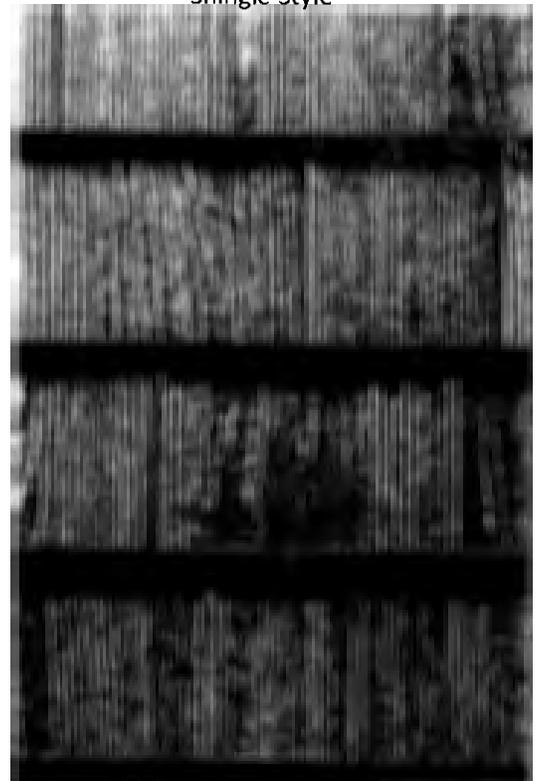


PEARL GRAY:

Lap Style



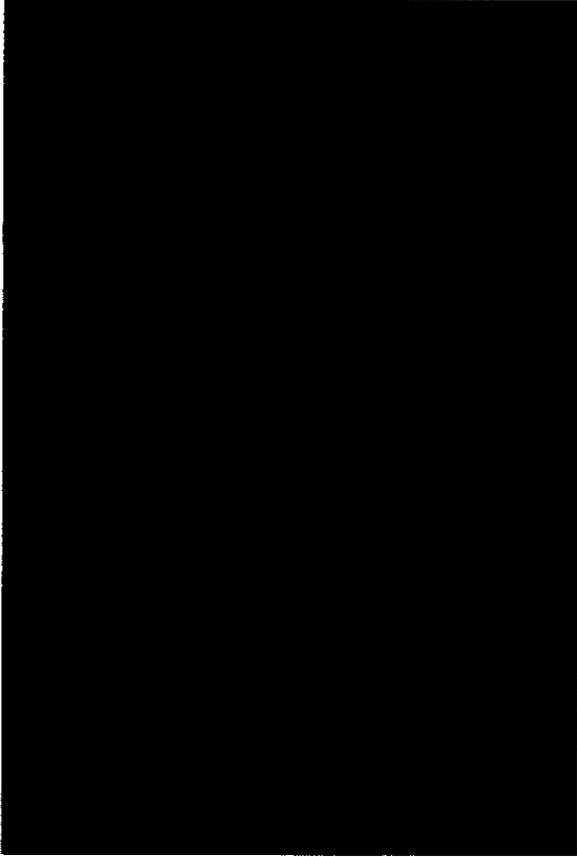
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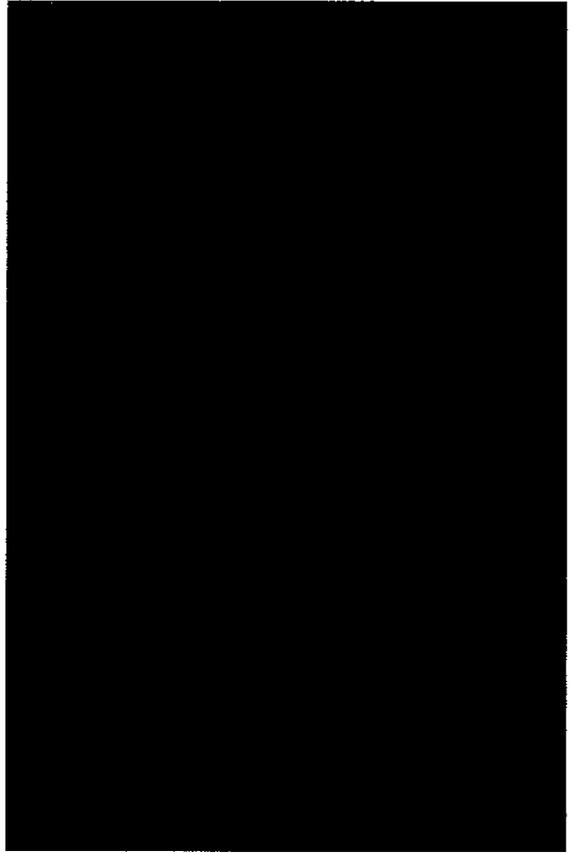
LAP AND SHINGLE STYLES FOR REQUESTED ADDITIONAL COLORS:

RICH ESPRESSO:

Lap Style



Shingle Style



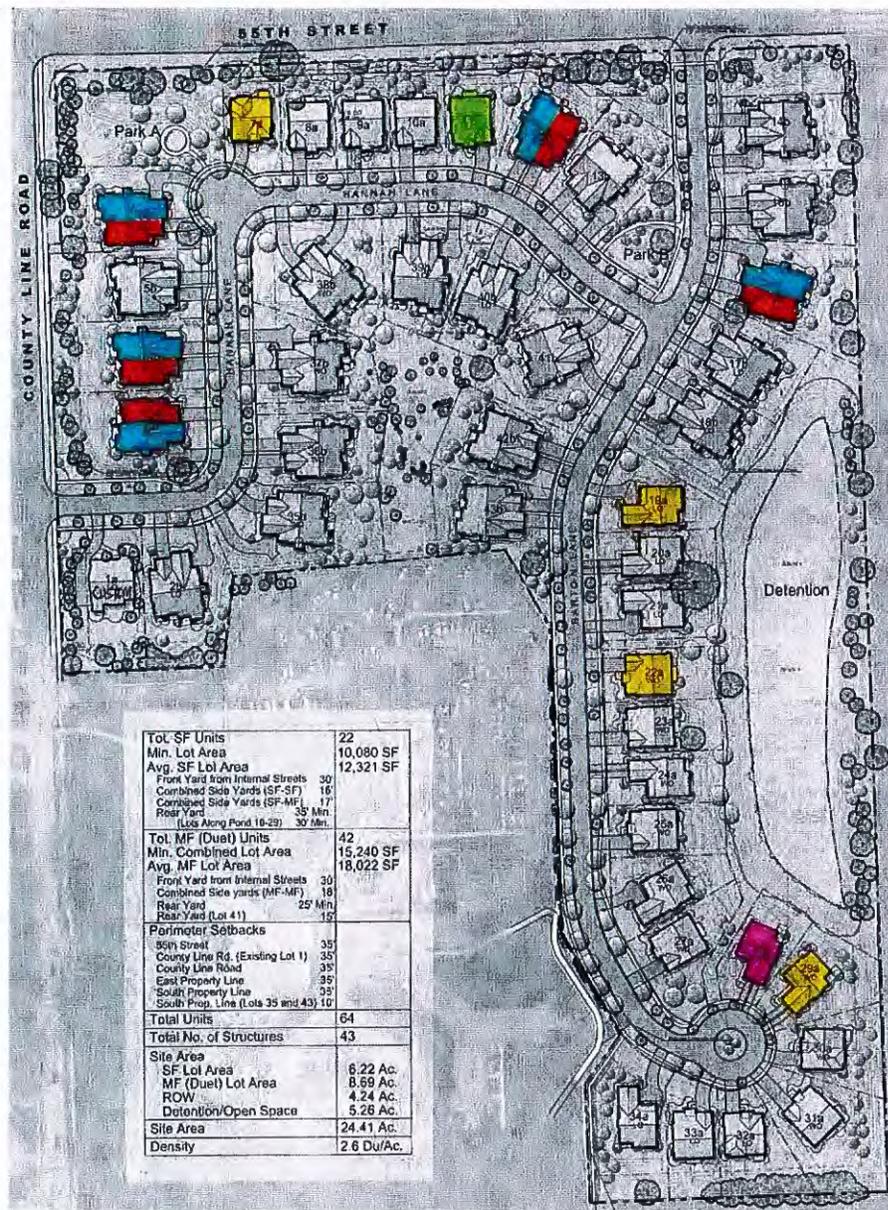
Section 4: Committed Model Types to Date

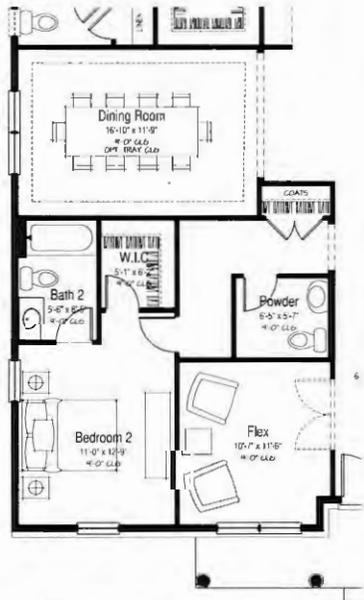
A color coded site map showing the committed model types to date is shown below. This map is intended to assist in the determination of how the above-requested revisions will increase the architectural diversity for the community as a whole. The models selected are based on the lots for which a building 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 1/29/19
- | | |
|--|--|
| <p><u>DUPLEX HOMES</u></p> <ul style="list-style-type: none"> ASHLEY (A UNIT) BECKETT (B UNIT) | <p><u>SINGLE FAMILY HOMES</u></p> <ul style="list-style-type: none"> NEW HAVEN TORRINGTON HAMPTON RANCH |
|--|--|

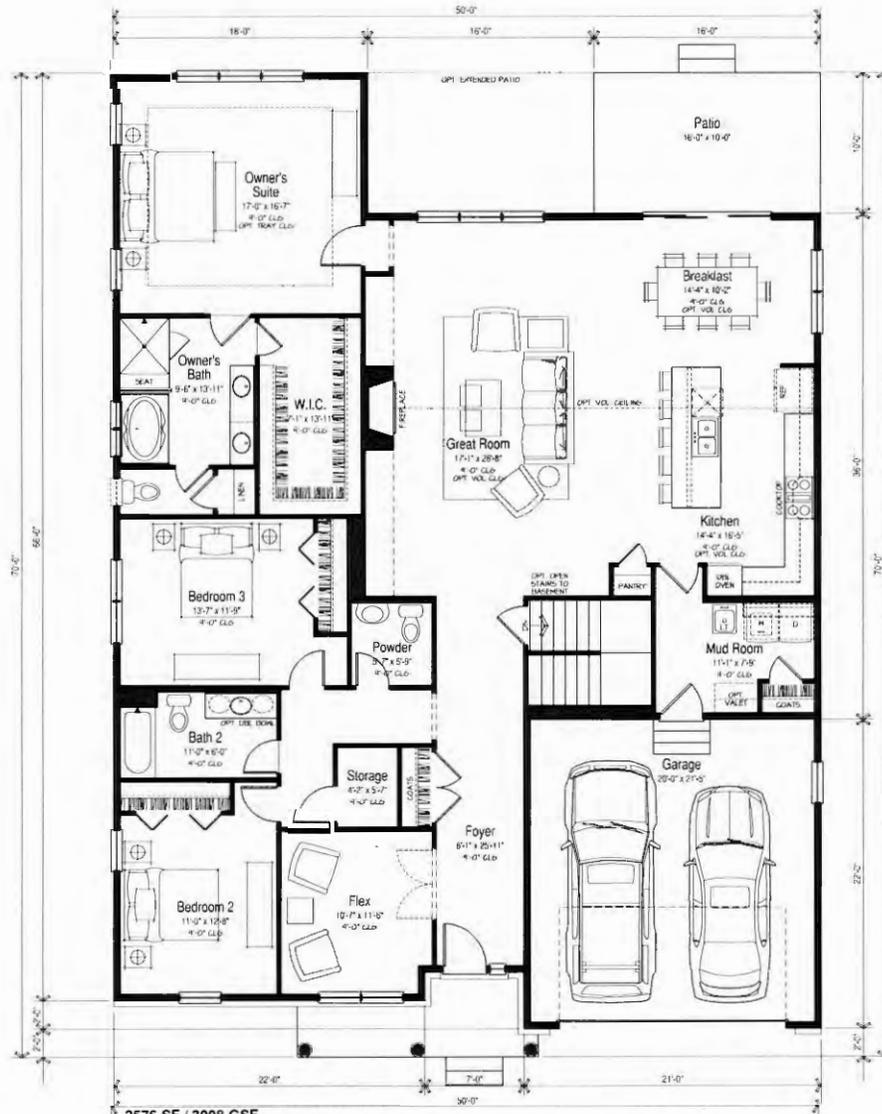
Sheet L-0

Hinsdale Meadows





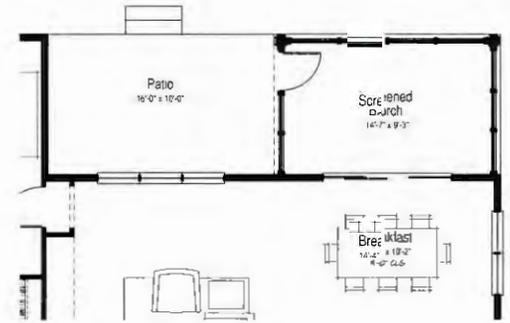
Optional Dining Room / Bed 2 Suite
Main Floor Plan
 SCALE: 1/4" = 1'-0"



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



Left Elevation

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



Front Elevation

SCALE: 1/4" = 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

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December 20, 2018 | SF160015.00



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. Attachment 2

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).

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>No change</u>
interior side(s)	_____/____	<u>N/C /N/C</u>

Provided:

Required by Code:

corner side	_____	<u>No change</u>
rear	_____	<u>No change</u>

Setbacks (businesses and offices):

front:	_____	<u>N/A</u>
interior side(s)	____ / ____	<u>N/A / ____</u>
corner side	_____	<u>N/A</u>
rear	_____	<u>N/A</u>
others:	_____	<u>N/A</u>
Ogden Ave. Center:	_____	<u>N/A</u>
York Rd. Center:	_____	<u>N/A</u>
Forest Preserve:	_____	<u>N/A</u>

Building heights:

principal building(s):	_____	<u>See appl.</u>
accessory building(s):	_____	<u>N/A</u>

Maximum Elevations:

principal building(s):	_____	<u>See appl.</u>
accessory building(s):	_____	<u>N/A</u>

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):	<u>No change</u>	_____	_____
accessory building(s):	<u>N/A</u>	_____	_____

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.

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

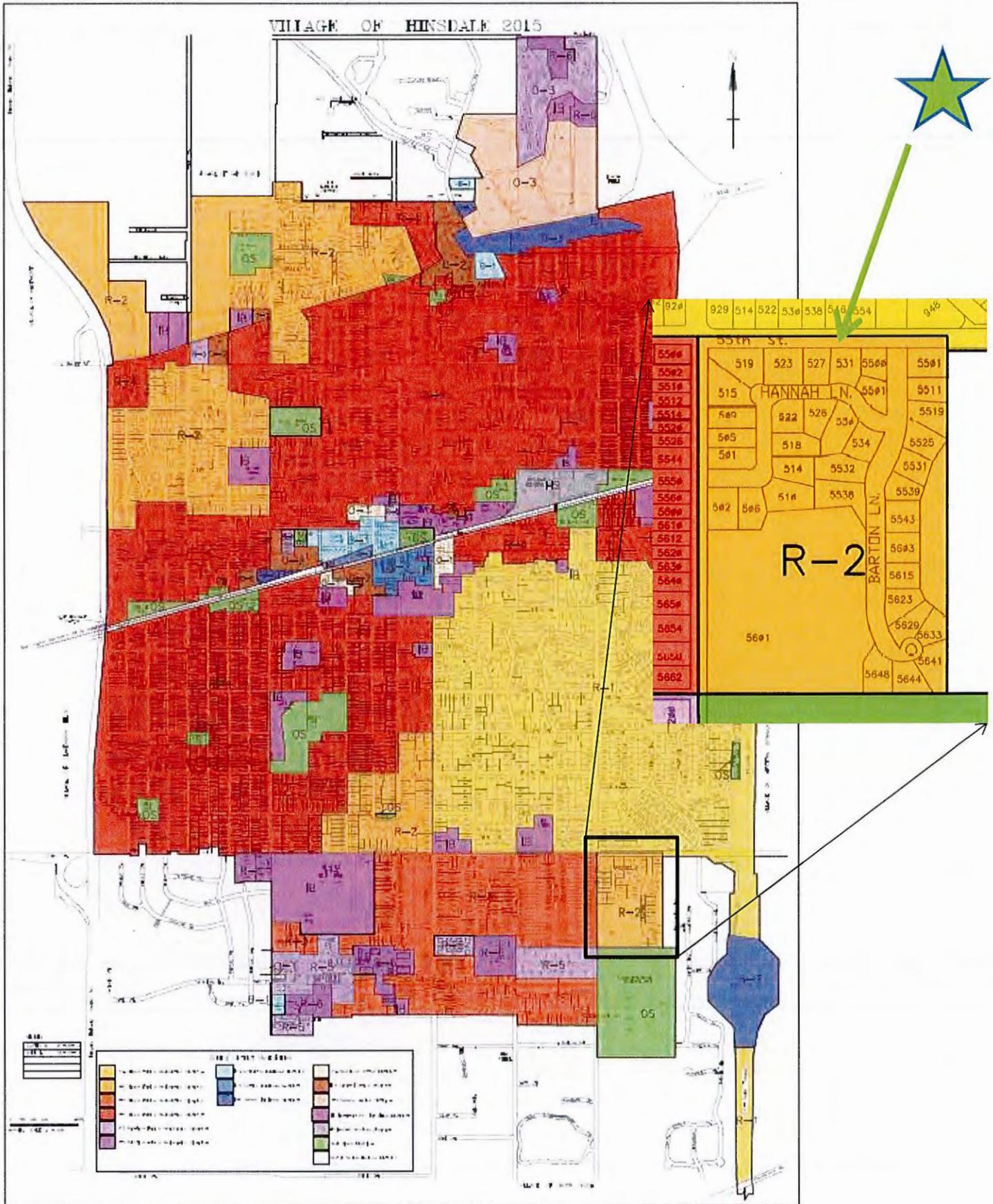
Name of applicant or authorized agent

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

Sheryl Zentner
Notary Public



Attachment 3: Village of Hinsdale Zoning Map and Project Location





**REQUEST FOR BOARD ACTION
Finance**

AGENDA SECTION: Consent – ACA
SUBJECT: Accounts Payable-Warrant #1668
MEETING DATE: **May 7, 2019**
FROM: Darrell Langlois, Assistant Village Manager/Finance Director

Recommended Motion

Move to approve payment of the accounts payable for the period of April 24 2019 through May 7, 2019 in the aggregate amount of \$609,232.20 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 #1668 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 #1668

VILLAGE OF HINSDALE

ACCOUNTS PAYABLE WARRANT REGISTER #1668

FOR PERIOD April 24, 2019 through May 7, 2019

The attached Warrant Summary by Fund and Warrant Register listing TOTAL DISBURSEMENTS FOR ALL FUNDS of \$609,232.20 reviewed and approved by the below named officials.

APPROVED BY *Dave [Signature]* DATE _____
VILLAGE TREASURER/ASSISTANT VILLAGE MANAGER

APPROVED BY _____ DATE _____
VILLAGE MANAGER

APPROVED BY _____ DATE _____
VILLAGE TRUSTEE

Village of Hinsdale
Schedule of Bank Wire Transfers and ACH Payments
1668

Payee/ Date	Description	Vendor Invoice	Invoice Amount
Electronic Federal Tax Payment Systems 5/3/2019	Village Payroll #9 - Calendar 2019	FWH/FICA/Medicare	\$ 88,225.68
Illinois Department of Revenue 5/3/2019	Village Payroll #9 - Calendar 2019	State Tax Withholding	\$ 18,416.82
ICMA - 457 Plans 5/3/2019	Village Payroll #9 - Calendar 2019	Employee Withholding	\$ 18,347.10
HSA PLAN CONTRIBUTION 5/3/2019	Village Payroll #9 - Calendar 2019	Employer/Employee Withholding	\$ 1,273.42
Intergovernmental Personnel Benefit Cooperative		Employee Insurance	\$ 171,575.28
Illinois Municipal Retirement Fund		Employer/Employee	\$ -
		Total Bank Wire Transfers and ACH Payments	\$ 297,838.30

ipbc-general	171,575.28
payroll	<u>126,263.02</u>
	297,838.30

Village of Hinsdale
#1668
Summary By Fund

Recap By Fund	Fund	Regular Checks	ACH/Wire Transfers	Total
General Fund	10000	183,791.33	171,575.28	355,366.61
Capital Project Fund	45300	227.50	-	227.50
Water & Sewer Operations	61061	63,950.05	-	63,950.05
Escrow Funds	72100	54,962.00	-	54,962.00
Payroll Revolving Fund	79000	8,463.02	126,263.02	134,726.04
Library Operating Fund	99000	18.00	-	18.00
Total		311,411.90	297,838.30	609,232.20

WARRANT REGISTER: 1668

DATE: 05/07/19

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
AT & T			
226512	VEECK PARK-3-14 TO 4/13	63032338639258	\$325.06
Total for Check: 117611			\$325.06
CITI CARDS			
226513	EASTER EGG HUNT	909400010651	\$27.99
226514	KITCHEN SUPPLIES	909400010651	\$11.27
226515	CREDIT FROM TAX	909400010651	\$1.99
226516	DINNER MTG 4/4 PARKS-REC	7849	\$35.50
Total for Check: 117612			\$72.77
COMED			
226524	PUMPING ACCT	0189121079	\$270.95
226525	LANDSCAPE LIGHTS 650	1107024145	\$30.55
226526	RADIO EQUIPMENT FD	1993023010	\$119.42
Total for Check: 117613			\$420.92
HOME DEPOT CREDIT SERVICE			
226517	NUTS & BOLTS FOR SIGNS	1011623	\$70.51
226518	MICROWAVE	1011672	\$178.00
226519	TOOLS FOR NEW UNIT #6	5012471	\$119.83
226520	TOOLS FOR NEW UNIT #6	4944538	\$549.00
226521	TOOLS FOR NEW UNIT #6	3015690	\$234.71
226522	TOOLS FOR NEW UNIT #27	3015775	\$334.46
226523	TOOLS FOR NEW UNIT #6	3015778	\$42.31
Total for Check: 117614			\$1,528.82
TWO BROTHERS ROUNDHOUSE			
226725	HOLIDAY EXPRESS DEPOSIT	050119	\$1,125.00
Total for Check: 117616			\$1,125.00
A.M. LEONARD			
226680	TOOLS-FORESTRY	C119066230	\$209.64
226681	TOOLS-PARKS	C119066230	\$244.61
226682	TOOLS	C119067543	\$205.50
Total for Check: 117617			\$659.75
AIR ONE EQUIPMENT			
226604	ANNUAL MSA AIR COMP TEST	143247	\$1,032.40
Total for Check: 117618			\$1,032.40
AMG/SOUND MEMORIES VIDEO			
226722	MOVIES PARK SUMMER-DEP	53928	\$849.00
Total for Check: 117619			\$849.00
ANDERSON, RHEA			
226458	PD TICKET CITATION VOIDED	010200315285	\$8.00
Total for Check: 117620			\$8.00

VOID 117615

WARRANT REGISTER: 1668

DATE: 05/07/19

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
APWA ASSOCIATION			
226726	DIRECTOR-APWA DUES-PELUSO	688933	\$202.00
226727	ANALYST-APWA DUES-MENDOZA	833519	\$202.00
Total for Check: 117621			\$404.00
ASSOC TECHNICAL SERVICES			
226706	ANNUAL WHOLE TOWN LEAK SU	31290	\$12,988.80
Total for Check: 117622			\$12,988.80
ATLAS BOBCAT LLC			
226662	MINI PM SVC PARTS	BG1769	\$168.29
226663	#93 HYD HOSE	BG2599	\$70.58
Total for Check: 117623			\$238.87
BAECORE GROUP			
226713	PROJ MGMT SVC-MAY-JULY19	153-03	\$22,940.16
Total for Check: 117624			\$22,940.16
BATTAGLIA HOMES			
226615	CONT BD-420 N WASHINGTON	24353	\$10,000.00
Total for Check: 117625			\$10,000.00
BATTAGLIA HOMES			
226618	STMWR BD-311 PRINCETON RD	22964	\$14,724.00
Total for Check: 117626			\$14,724.00
BAYIT BUILDERS LLC			
226704	STMWR BD-605 S GARFIELD	24033	\$13,000.00
Total for Check: 117627			\$13,000.00
BEACON SSI INCORPORATED			
226657	MONTHLY INSPECTION	0000087826	\$125.00
226658	MONTHLY INSPECTION	0000087812	\$125.00
Total for Check: 117628			\$250.00
BURRIS EQUIPMENT CO			
226650	AERATOR PARTS	PS21431	\$1,080.81
Total for Check: 117629			\$1,080.81
CDW-GOVERNMENT INC.			
226609	MS OFFICE 365	RXK7242	\$15,722.75
Total for Check: 117630			\$15,722.75
CENTRAL TURF & IRRIGATION			
226666	IRRIGATION REP-VALVE BOX	7649200-00	\$49.67
Total for Check: 117631			\$49.67

WARRANT REGISTER: 1668

DATE: 05/07/19

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
CINTAS CORPORATION 769			
226580	UNIFORM ALLOWANCE-DEREK	769588557	\$57.21
226581	UNIFORM ALLOWANCE-DEREK	769595675	\$57.21
226652	UNIFORM ALLOWANCE-DANE	769602809	\$166.91
226653	UNIFORM ALLOWANCE-VERNON	769602810	\$190.05
226654	UNIFORM ALLOWANCE-VERNON	769602811	\$10.87
226655	UNIFORM ALLOWANCE-GEORGE	769602808	\$114.94
Total for Check: 117632			\$597.19
CINTAS FIRST AID & SAFETY			
226434	RESTOCK MEDICAL CABINET	5013428094	\$70.90
226434	RESTOCK MEDICAL CABINET	5013428094	\$70.90
Total for Check: 117633			\$141.80
CLARENDON HILLS PARK DIST			
226610	TOT-KID ROCK JAN19	312075-A19	\$159.00
226611	MUSICAL ME FEB19	302126-A-FEB19	\$120.00
Total for Check: 117634			\$279.00
CLIGGETT, JULIE			
226511	OVERPAID FINAL	0307491	\$24.44
Total for Check: 117635			\$24.44
CLOWNING AROUND ENTERTNMT			
226724	JULY 4TH DEPOSIT	35104	\$2,122.00
Total for Check: 117636			\$2,122.00
COMED			
226463	57TH STREET	0015093062	\$389.95
226464	ELEANOR PARK	007515076	\$1,056.73
226465	WARMING HOUSE-PADDLE HUT	0203017056	\$324.81
226466	CHESTNUT PARKING	0203065105	\$34.00
226467	STREET LIGHTS	0395122068	\$53.98
226468	314 SYMONDS DR	0417073048	\$481.46
226469	FOUNTAIN	0471095066	\$61.69
226470	BURLINGTON PARK	0499147045	\$32.90
226471	ROBBINS PARK	0639032045	\$14.04
226472	TRAFFIC SIGNALS	1653148069	\$4.68
226473	VEECK PARK	2425068008	\$515.28
226474	VEECK PARK-WP	3454039030	\$1,164.24
226475	BURLINGTON PARK	6583006139	\$29.03
226476	NS CBQ RR	7011157008	\$32.80
226478	KLM LODGE	7093551008	\$1,182.96
226479	KLM LODGE	7093551008	\$295.74
226480	ROBBINS PARK	8521083007	\$534.29
226481	TRAIN STATION	8521342001	\$473.20
226482	BROOK PARK	8605174005	\$428.80
226483	POOL	8605437007	\$477.90

WARRANT REGISTER: 1668

DATE: 05/07/19

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
226484	ELEANOR PARK	8689206002	\$40.79
226485	STOUCH PARK	8689480008	\$21.63
226486	BURNS FIELD	8689640004	\$23.90
Total for Check: 117637			\$7,674.80
COMMERCIAL COFFEE SERVICE			
226698	BREAKFAST COFFEE VH	153191	\$60.25
226698	BREAKFAST COFFEE VH	153191	\$60.25
Total for Check: 117638			\$120.50
CONCENTRIC INTEGRATION			
226707	PHASE 2 VEECK PK IMPROVE	0205559	\$22,320.00
Total for Check: 117639			\$22,320.00
CORE & MAIN LP			
226501	SERVICE TAPPING MATERIAL	K238618	\$4,217.82
226502	FIRE HYDRANTS REPLACE PRG	K250451	\$9,608.89
226673	WATER METERS	K361184	\$2,460.00
226674	WATER METER COUPLINGS	K339519	\$222.11
Total for Check: 117640			\$16,508.82
COTTER, WILLIAM			
226451	CLASS CANCEL REFUND	190743	\$49.00
Total for Check: 117641			\$49.00
COX, KATHLEEN			
226457	REF OVER PMT VEHICLE STIC	8104	\$20.00
Total for Check: 117642			\$20.00
CS TURF, INC			
226708	OVERSEED ATHLETIC FIELDS	19-025	\$371.05
Total for Check: 117643			\$371.05
CUMMINS NPOWER, LLC			
226435	REP ENG 84 OIL LEAK-COOLA	F2-88118	\$1,743.71
226608	EMERG SVC-TURBO SEN #84	F2-90208	\$822.17
226645	WATER PLANT	FW-81385	\$846.18
Total for Check: 117644			\$3,412.06
DARLEY			
226436	2 1/2 HOSE 8 FT IN BLUE	17357714	\$71.17
226437	2 1/2 HOSE 50 FT YELLOW	17357566	\$2,162.61
Total for Check: 117645			\$2,233.78
DAVE SOLTWISCH PLUMBING			
226455	PIERCE PK-REPL COMM SINK	47768951J	\$1,075.00
Total for Check: 117646			\$1,075.00

WARRANT REGISTER: 1668

DATE: 05/07/19

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
DBR HOME BUILDERS, LLC			
226703	CONT BD-605 CHANTICLEER	25101	\$500.00
		Total for Check: 117647	\$500.00
DUPAGE MAYORS & MANAGERS			
226721	19/20 MEMBERSHIP CONF DUE	10693A	\$12,955.03
		Total for Check: 117648	\$12,955.03
DUPAGE RIVER/SALT CREEK			
226596	ANNUAL DUES FY 2019/20	172	\$628.00
		Total for Check: 117649	\$628.00
DUPAGE TOPSOIL, INC.			
226651	DIRT RESTORATION	047694	\$340.00
		Total for Check: 117650	\$340.00
DYNEGY ENERGY SERVICES			
226487	19 E CHICAGO-3/20-4/17	5691100003	\$2,026.99
		Total for Check: 117651	\$2,026.99
EBERT PHOTOGRAPHY			
226629	PHOTO RETIRING VLG BOARD	3498	\$1,800.00
		Total for Check: 117652	\$1,800.00
EMSAR			
226438	ANNUAL MAIN-MED 84 & 85	79504	\$407.09
		Total for Check: 117653	\$407.09
ENJOY, ANGEL			
226459	REFUND HAD REDTAG #R325	R325	\$100.00
		Total for Check: 117654	\$100.00
ETP LABS, INC			
226691	MONTHLY BACTERIA SAMPLES	19-133749	\$204.00
		Total for Check: 117655	\$204.00
EXCELL FASTENER SOLUTIONS			
226665	AERATOR-HEX NUTS	22005	\$56.85
		Total for Check: 117656	\$56.85
FACTORY MOTOR PARTS CO			
226497	WIPER BLADES	50-2345390	\$15.28
226497	WIPER BLADES	50-2345390	\$15.28
226498	FRONT BRAKE PADS-ROTORS	50-2355729	\$180.52
226499	DEF FLUID	50-2367110	\$26.64
226499	DEF FLUID	50-2367110	\$26.63
226499	DEF FLUID	50-2367110	\$26.63
226500	BRAKE CALIPERS	50-2369009	\$269.20

WARRANT REGISTER: 1668

DATE: 05/07/19

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
226632	PD VEHICLES-OIL FILTERS	50-2376014	\$49.32
226633	#20 BRAKE PADS-ROTORS	50-2376015	\$180.52
226634	CREDIT	50-2376470	\$134.40-
226661	#841-HUB & BEARING ASSY	50-2381215	\$166.54
Total for Check: 117657			\$822.16
FINNELL, JOHN			
226583	TRAINING LUNCH	4055	\$49.70
Total for Check: 117658			\$49.70
FLEET PRIDE			
226439	AIR BRAKE KNOB-YELLOW	24969197	\$12.69
Total for Check: 117659			\$12.69
FOX VALLEY FIRE & SAFETY			
226440	SVC-MAIN FIRE EXTING VEHI	IN00254071	\$707.50
Total for Check: 117660			\$707.50
GORBAN, YULIYA			
226729	MERMAID/PIRATE EVENT	33	\$230.00
Total for Check: 117661			\$230.00
GRAINGER, INC.			
226598	HVAC MAINTENANCE	9123997349	\$16.98
226599	HIGHLAND STATION	9126982868	\$114.00
226600	FLARING KIT-TOOLS	9146200549	\$126.31
226601	REMAINING CREDIT	9034831769	\$146.34-
Total for Check: 117662			\$110.95
GREEN PRO SOLUTIONS			
226505	SALT WASH FOR TRUCKS	12259	\$494.75
Total for Check: 117663			\$494.75
HANZEL, SAMANTHA			
226495	MILEAGE REIMBURSEMENT	042219	\$102.44
Total for Check: 117664			\$102.44
HEALY ASPHALT COMPANY LLC			
226635	COLD PATCH	17600	\$943.93
Total for Check: 117665			\$943.93
HILZINGER, SHIRLEY			
226718	OVERPAID FINAL BILL	0907374	\$88.58
Total for Check: 117666			\$88.58
HUFF & HUFF INC			
226639	PARKING DECK-ENGIN SVCS	0772832	\$227.50
Total for Check: 117667			\$227.50

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DATE: 05/07/19

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
I & A EXCAVATING, INC			
226671	DEPOSIT	METER #83242028	\$2,000.00
226672	WATER USED	METER #83242028	\$49.50
Total for Check: 117668			\$1,950.50
ICMA MEMBERSHIP RENEWALS			
226728	ANALYST-ICMA DUES-MENDOZA	847135	\$200.00
Total for Check: 117669			\$200.00
ILLINOIS GIRLS LACROSSE			
226612	GIRLS LACROSSE SPRING19	1136	\$2,261.00
Total for Check: 117670			\$2,261.00
ILLINOIS TOLLWAY			
226631	TOLLS	G121000003720	\$51.50
Total for Check: 117671			\$51.50
INDUSTRIAL ELECTRIC			
226595	REPLACE GFI OUTLET-PIERCE	834	\$8.41
226620	PD BLDG CAMERA WIRE	805	\$45.00
226621	FIRE ALARM BATTERIES	1072	\$42.00
226622	FIRE PHONE REPAIRS	1069	\$8.00
226623	ST LIGHT REP-GARFIELD-SYM	1070	\$101.50
226624	ST LIGHT POLE REPAIR	1068	\$87.00
226625	PD CAMERA-CNTY LINE-OGDEN	1071	\$42.70
226626	PD CAMERA-CNTY LINE-OGDEN	1074	\$383.60
226627	ELECTRICAL BALLEST	1081	\$54.00
226628	REPLACE EM LIGHT FIXTURE	1080	\$25.00
Total for Check: 117672			\$797.21
IRMA			
226431	MARCH DEDUCTIBLE	SALES0017384	\$6,076.94
226432	MARCH DEDUCTIBLE	SALES0017384	\$10,824.00
226433	PLAYGROUND MAINT TRNG	IVC0011136	\$300.00
Total for Check: 117674			\$17,200.94
JORDEN, JOYCE			
226719	KLM SECURITY DEP-EN190423	26618	\$200.00
Total for Check: 117675			\$200.00
KASPERSKI, ERIC			
226584	UNIFORM ALLOWANCE-ERIC	OTE7ER010014281	\$59.60
226585	UNIFORM ALLOWANCE-ERIC	908600010724	\$89.06
226648	UNIFORM ALLOWANCE	89823882	\$77.99
Total for Check: 117676			\$226.65
KATHLEEN W BONO CSR			

VOID 117673

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
226603	#A-05-2019	8087	\$300.40
Total for Check: 117677			\$300.40
KLEIN, THORPE, JENKINS LTD			
226705	LEGAL FEES THRU 3/31/19	202415-202420	\$18,220.04
Total for Check: 117678			\$18,220.04
KOVEL, KERRI			
226602	ACCIDENTIAL OVERCHARGE	190828	\$8.00
Total for Check: 117679			\$8.00
KRAMER FOODS			
226695	PARK CLEAN UP DAY SUPPORT	04035038	\$33.03
Total for Check: 117680			\$33.03
LAKESHORE RECYCLING SYS			
226630	CONTRACTED STREET SWEEP	PS254960	\$612.00
Total for Check: 117681			\$612.00
LAMBERT, PETE			
226586	OT PLOW MEAL4/14/19	1721	\$23.33
226647	UNIFORM ALLOWANCE	OTE7ER020009662	\$119.00
Total for Check: 117682			\$142.33
LEECH, SUSAN & DERMOT			
226699	CONT BD-744 S BRUNER	25011	\$1,250.00
Total for Check: 117683			\$1,250.00
MARIN, JUAN			
226656	UNIFORM ALLOWANCE-JUAN	90485950	\$232.89
Total for Check: 117684			\$232.89
MICROSYSTEMS, INC.			
226444	FISCHE SCAN-SUBPOENA-REC	1000080662	\$170.00
226697	YEARLY SUBSC-PAPERVISION	1000080787	\$199.50
Total for Check: 117685			\$369.50
MILLER, DON			
226587	UNIFORM ALLOWANCE-DON	OTE7ER060012823	\$223.50
Total for Check: 117686			\$223.50
MORRISON ASSOCIATES LTD			
226694	PROF SVC-9/1/18-8/31/19	2019-0309	\$1,500.00
Total for Check: 117687			\$1,500.00
NAPA AUTO PARTS			
226441	REPL BATT/ELEC SUP M84	6306-499178	\$449.17
226503	AERATOR TOOL-DEEP SOCKET	4343-597187	\$19.99

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
226504	BRAKE FLUID-SHOP SUPPLY	4343-600480	\$83.88
226506	AC84 THERMOSTAT/GASKET	4343-596197	\$31.58
226644	#834 BRAKE HOSE-LINE-FIT	4343-600676	\$30.26
Total for Check: 117688			\$614.88
NEOPOST USA INC			
226508	MAINTENANCE & METER RENT	56630539	\$271.26
Total for Check: 117689			\$271.26
NICOR GAS			
226490	PLATFORM TENNIS-3/19-4/17	06677356575	\$590.16
226491	121 SYMONDS 3/18-4/16	38466010006	\$52.44
226491	121 SYMONDS 3/18-4/16	38466010006	\$52.44
226732	350 N VINE-3/18-4/16/19	13270110003	\$250.81
226733	5905 S COUNTY-3/17-4/16	12952110000	\$238.96
226734	YOUTH CENTER-3/17-4/17/19	90077900000	\$213.03
Total for Check: 117690			\$1,397.84
NUCO2 INC			
226597	CO2 TANK LEASE	59195988	\$38.69
Total for Check: 117691			\$38.69
ORIGINAL WATERMEN, INC			
226723	SAMPLE SUITS	S61538	\$44.00
Total for Check: 117692			\$44.00
PELKOWSKI, MARK			
226731	CONFERENCE EXPENSES	MARCH19	\$248.98
Total for Check: 117693			\$248.98
PLAY WELL TEKNOLOGIES			
226613	LEGO SPRING BREAK CAMP	DB17240B	\$390.00
Total for Check: 117694			\$390.00
POSSIBILITY PLACE NURSERY			
226614	VARIETY OF TREES REPLACE	00116059	\$345.00
226614	VARIETY OF TREES REPLACE	00116059	\$540.00
226614	VARIETY OF TREES REPLACE	00116059	\$700.00
226614	VARIETY OF TREES REPLACE	00116059	\$900.00
226614	VARIETY OF TREES REPLACE	00116059	\$180.00
226614	VARIETY OF TREES REPLACE	00116059	\$690.00
226614	VARIETY OF TREES REPLACE	00116059	\$660.00
226614	VARIETY OF TREES REPLACE	00116059	\$700.00
Total for Check: 117695			\$4,715.00
POWELL, BRIAN			
226696	MILEAGE REIMBURSE	042919	\$20.71
Total for Check: 117696			\$20.71

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
POWER EQUIPMENT LEASING			
226507	COVER & STICKERS	S619	\$182.49
Total for Check: 117697			\$182.49
REBRAG			
226720	REFUND PERMIT WITHDRAWN	P19-7688	\$314.70
226720	REFUND PERMIT WITHDRAWN	P19-7688	\$314.70
226720	REFUND PERMIT WITHDRAWN	P19-7688	\$50.00
226720	REFUND PERMIT WITHDRAWN	P19-7688	\$50.00
Total for Check: 117698			\$729.40
RED WING SHOE STORE			
226588	BOOTS-BRAD B	20190410019991	\$150.00
226589	BOOTS-SHAWN	20190410019991	\$211.49
226590	BOOTS-ERIC K	20190410019991	\$220.49
226591	BOOTS-JIM P	20190410019991	\$224.99
Total for Check: 117699			\$806.97
SERVICE FORMS & GRAPHICS			
226493	BUSINESS CARDS-WAGNER	0064707	\$54.65
226494	WINDOW & REGULAR ENVELOPE	0064890	\$1,000.00
Total for Check: 117700			\$1,054.65
SHERPITIS, CHRISTOPHER			
226452	CLASS CANCELLED REFUND	190685	\$25.00
Total for Check: 117701			\$25.00
SOLUTEX, INC			
226579	2 FT BRACKETS FOR PS DOOR	174600	\$128.00
Total for Check: 117702			\$128.00
STATE CHEMICAL SOLUTIONS			
226730	CLEANING SUPPLIES	900978366	\$690.30
Total for Check: 117703			\$690.30
STEVE PIPER & SONS			
226709	TREE MAINTENANCE	12425	\$2,929.15
Total for Check: 117704			\$2,929.15
SUBURBAN DOOR CHECK			
226636	TOOLS-LOCKS FOR CABINETS	IN512426	\$44.16
226637	KEYS FOR UNIT #6	IN512426	\$20.00
226638	METER BOX LOCK	IN512426	\$19.50
Total for Check: 117705			\$83.66
SUBURBAN LABORATORIES, IN			
226692	IEPA WATER SAMPLES	162716	\$100.00

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
226693	SOIL SAMPLES	164575	\$1,255.00
Total for Check: 117706			\$1,355.00
TAPCO			
226668	BANDING STRAP	1631902	\$258.40
Total for Check: 117707			\$258.40
THE LAW OFFICES OF			
226430	ADMIN HEARINGS-TOWINGS	H-4-17-2019	\$150.00
Total for Check: 117708			\$150.00
TRAFFIC CONTROL & PROTECT			
226675	STREET NAME SIGNS	100647	\$743.45
226676	NO PARKING PD REQUEST	100648	\$224.75
226677	SIGN HARDWARE	100649	\$500.00
226678	SIGN POSTS-ST NAME SIGNS	100650	\$912.50
226679	SIGN BRACKETS	100651	\$636.00
Total for Check: 117709			\$3,016.70
TRAFFIC SERVICES INC			
226667	STRAPPING HARDWARE	79523	\$215.00
Total for Check: 117710			\$215.00
TREES R US INC			
226710	SOIL INJECTIONS	99504881	\$6,746.91
Total for Check: 117711			\$6,746.91
TULLIS, STEVEN			
226510	ESXPENSE REIMBURSEMENT	040419	\$127.64
Total for Check: 117712			\$127.64
TYLER TECHNOLOGIES, INC			
226711	APPL SVC 4/1-6/30/19	045-258840	\$20,584.25
226712	SAAS CONTRACT-JUSTIN ADAM	045-259518	\$1,280.00
Total for Check: 117713			\$21,864.25
UNITED GENERAL CONCRETE			
226700	CONT BD-8 N MONROE	25030	\$500.00
Total for Check: 117714			\$500.00
UNIVERISTY OF ILLINOIS			
226442	LEAD DEV-DEC MKG-TULLIS	UFIN2568	\$800.00
Total for Check: 117715			\$800.00
VENTETSANOPOULOS, S & K			
226701	CONT BD-520 BRUNER PL	24960	\$1,500.00
Total for Check: 117716			\$1,500.00

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
VERIZON WIRELESS			
226445	FD MDT/IPADS 3/1-3/28	9827103109	\$188.99
226446	PD MDTs-IPADS PKG EQUIP	9827103109	\$305.53
226447	WATER PLANT ROUTER	9827103109	\$86.42
226735	WATER DEPT-IPAD 4/24-5/23	9828753441	\$114.09
226736	FIRE-IPADS	9828753441	\$38.03
226737	POLICE-IPAD	9828753441	\$114.09
226738	POLICE SECURITY CAM	9828753441	\$114.09
Total for Check: 117717			\$961.24
VILLAGE TRUE VALUE HDWE			
226496	STEEL ROD-AERATOR	065730	\$3.41
226594	POOL DRIVE BITS	696677	\$10.76
Total for Check: 117718			\$14.17
VMB BUILDERS, INC			
226616	CONT BD-851 S COUNTY LINE	24266	\$10,000.00
Total for Check: 117719			\$10,000.00
VOLT ELECTRIC, INC.			
226664	BORE NEW FEED-PD CAMERA	7310	\$4,800.00
Total for Check: 117720			\$4,800.00
WAGEWORKS			
226448	MONTH ADMIN FEE-MAR19	INV1349109	\$27.00
226448	MONTH ADMIN FEE-MAR19	INV1349109	\$18.00
226448	MONTH ADMIN FEE-MAR19	INV1349109	\$18.00
226448	MONTH ADMIN FEE-MAR19	INV1349109	\$36.00
226448	MONTH ADMIN FEE-MAR19	INV1349109	\$9.00
226448	MONTH ADMIN FEE-MAR19	INV1349109	\$8.00
226448	MONTH ADMIN FEE-MAR19	INV1349109	\$18.00
226448	MONTH ADMIN FEE-MAR19	INV1349109	\$18.00
Total for Check: 117721			\$152.00
WAREHOUSE DIRECT INC			
226453	ENVELOPES/RUBBER BANDS	4258692-0	\$50.58
226454	PENS/ENVELOPES/PAPER PADS	4256951-0	\$402.78
226509	PARK BLDGS-SUPPLIES	4248516-0	\$1,167.04
226582	OFFICE SUPPLIES	4239205-0	\$14.34
226605	7 CHAIRS EOC-TRAINING RM	4263921	\$966.00
226607	8 CHAIRS EOC-TRAINING RM	4263921-0	\$1,104.00
226642	JANITORIAL	4207158-0	\$18.50
226643	JANITORIAL	4207158-0	\$448.40
226659	JANITORIAL	4261574-0	\$143.24
226660	COFFEE SUPPLIES	4261574-0	\$86.67
226669	ROBBINS SOAP DISPENSERS	4261168-0	\$74.72
226714	OFFICE SUPPLIES-PAPER	4268128-0	\$60.56
226714	OFFICE SUPPLIES-PAPER	4268128-0	\$173.75

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
226714	OFFICE SUPPLIES-PAPER	4268128-0	\$173.75
Total for Check: 117722			\$4,884.33
WESTMONT PARK DISTRICT			
226456	CHEER & POM FEB 19	032620199	\$44.00
Total for Check: 117723			\$44.00
WIGHTMAN BUILDERS, INC.			
226617	STMWR BD-25 S CNTY LINE	21438	\$1,788.00
Total for Check: 117724			\$1,788.00
WILLIAMS, DAN			
226592	UNIFORM ALLOWANCE-DAN W	OTE7ER060012700	\$342.00
226646	UNIFORM ALLOWANCE	OTE7ER060013021	\$75.60
Total for Check: 117725			\$417.60
WILLOWBROOK FORD INC			
226683	UNIT #32-ALIGNMENT	62897381/1	\$169.95
226684	UNIT #20-REPAIRS	6294111/1	\$135.00
226685	#834-BRAKE PADS-ROTORS	5138374	\$257.14
226686	NEW #3-SIDE STEPS	5138539	\$446.39
226687	\$834-MASTER CYLINDER	5138521	\$98.81
226688	#840-WINDSHIELD WASHER	5138522	\$16.00
226689	INTERCEPTORS-WASH HOSE	5138597	\$32.24
226690	UNIT #20-REPAIRS	6296710/2	\$1,656.45
Total for Check: 117726			\$2,811.98
WISNIOWICZ, DANE			
226593	TOOLS FOR NEW #6	323544	\$34.46
Total for Check: 117727			\$34.46
WORLDPOINT ECC, INC			
226449	AED & CPR CARDS-TRAINING	4099431	\$85.00
226450	CPR MADIGAN USED-TRNG	4102996	\$576.21
Total for Check: 117728			\$661.21
XEROX CORPORATION			
226443	MONTH SVC AGREE-COPY MACH	96473220	\$85.00
Total for Check: 117729			\$85.00
ZIMMERMAN, THOMAS & JUDIT			
226702	CONT BD-423 S LINCOLN	25019	\$1,700.00
Total for Check: 117730			\$1,700.00
DUPAGE COUNTY DIV OF			
226649	UNIQUELY PARKING SIGNS	4265	\$150.24
Total for Check: 117731			\$150.24

VOID 117732

WARRANT REGISTER: 1668

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
AFLAC-FLEXONE			
226747	AFLAC OTHER	050319000000000	\$225.91
226748	AFLAC SLAC	050319000000000	\$394.83
226749	ALFAC OTHER	050319000000000	\$239.63
Total for Check: 117733			\$860.37
COLONIAL LIFE PROCESSING			
226739	COLONIAL S L A C	050319000000000	\$92.36
Total for Check: 117734			\$92.36
ILLINOIS FRATERNAL ORDER			
226741	UNION DUES	050319000000000	\$645.00
Total for Check: 117735			\$645.00
NATIONWIDE RETIREMENT SOL			
226742	USCM/PEBSCO	050319000000000	\$101.85
226743	USCM/PEBSCO	050319000000000	\$925.00
Total for Check: 117736			\$1,026.85
NATIONWIDE TRUST CO.FSB			
226750	PEHP REGULAR	050319000000000	\$2,299.42
226751	PEHP UNION 150	050319000000000	\$355.63
226752	PEHPPD	050319000000000	\$522.44
Total for Check: 117737			\$3,177.49
NCPERS GRP LIFE INS#3105			
226740	LIFE INS	050319000000000	\$256.00
Total for Check: 117738			\$256.00
STATE DISBURSEMENT UNIT			
226753	CHILD SUPPORT	050319000000000	\$230.77
Total for Check: 117739			\$230.77
STATE DISBURSEMENT UNIT			
226754	CHILD SUPPORT	050319000000000	\$672.45
Total for Check: 117740			\$672.45
STATE DISBURSEMENT UNIT			
226755	CHILD SUPPORT	050319000000000	\$91.50
Total for Check: 117741			\$91.50
STATE DISBURSEMENT UNIT			
226756	CHILD SUPPORT	050319000000000	\$102.44
Total for Check: 117742			\$102.44
V.O.H. FLEX BENEFITS			
226744	DEP CARE REIMBURSEMENT	050319000000000	\$208.33
226745	MEDICAL REIMBURSEMENT	050319000000000	\$642.90

WARRANT REGISTER: 1668

DATE: 05/07/19

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
226746	MEDICAL REIMBURSEMENT	050319000000000	\$456.56
Total for Check: 117743			\$1,307.79
ALEXANDER EQUIPMENT			
226763	CHAINSAW PARTS	153443	\$127.80
Total for Check: 117745			\$127.80
INTERSTATE BATTERY SYSTEM			
226761	#840 & #850 BATTERIES	10069084	\$244.10
Total for Check: 117746			\$244.10
NATIONAL SEED			
226578	GRASS SEED-STUMP REMOVAL	586198SI	\$210.00
Total for Check: 117747			\$210.00

VOID 117744

REPORT TOTAL \$311,411.90

END OF REPORT



REQUEST FOR BOARD ACTION
Administration

AGENDA SECTION: Consent Agenda – ACA
SUBJECT: Approval of FY 2019-2020 Pay Plan
MEETING DATE: May 7, 2019
FROM: Emily Wagner, Assistant Village Manager
Darrell Langlois, Finance Director

Recommended Motion

Approval of the FY 2019-2020 Pay Plan.

Background

Attached please find an updated pay plan for FY 2019-2020 that is aligned with the draft FY 2019-2020 Budget that was presented to the Committee of the Whole and Finance Commission on March 19, 2019. This pay plan assumes a 2.25% across the board adjustment to the minimum and maximum salary ranges for all non-union and seasonal positions.

Discussion & Recommendation

The following adjustments have been made to the FY 2019-2020 Pay Plan as a means of preparation for any future staffing decisions. Please note that adding these positions to the pay plan **does not** indicate that the position may be filled. Rather, this allows staff some flexibility should staffing models change due to attrition and turnover. Staff will inform the Village Board of any proposed staffing models prior to implementation.

- Full-time Administrative Assistant (*this position may be used in any Village Department*)
- Full-time Human Resources Generalist

The salaries for sworn police officers (FOP) are contained in the respective collective bargaining agreement. The FOP contract expires April 30, 2019. The Village is using the same pay plan format used previously with the Public Services union. As you will recall, the Public Services union decertified in spring of 2017.

Budget Impact

The cost of the 2.25% across the board increase for non-union employees is estimated at \$158,000 for FY 2019-2020. The cost impact of a potential salary increase for the represented police officers is unknown until a successor contract is negotiated.

Staff has evaluated the Illinois Minimum Wage law that was passed in February. In summary, the law incrementally increases the current \$8.25 an hour base wage by \$1 annually on January 1, 2020, until the minimum wage reaches \$15 in 2025. There is also a onetime 75-cent increase to the minimum wage on July 1, 2020. The new law has a provision that

provides for a lower minimum wage for those employees under the age of 18 who work less than 650 hours per year. For those employees under the age of 18 working less than 650 hours per year, which make up the bulk of the Village's seasonal staff, the minimum wage increases from the current \$7.75 per hour to \$8.00 per hour on January 1, 2020, with subsequent increases ranging from \$0.50 to \$1.50 per hour until the minimum wage reaches \$13 per hour on January 1, 2025.

The attached pay plan includes all employees (full-time, part-time and seasonal). The only positions impacted in this budget year by the Illinois Minimum Wage law are seasonal positions as seasonal employees are not subject to an annual across the board increase. The starting salaries for two of these seasonal positions (Crew Worker and Pool Cashier) are below the threshold for the Illinois Minimum Wage law because they are typically held by employees under the age of 18 which are exempt from the Minimum Wage law. The following chart estimates the impact of the minimum wage change from calendar 2020 to 2025 assuming 84 seasonal employees with a split amount being over and under the age of 18. Please note that there is no estimate for 2019 since the minimum wage increases begin in 2020.

	Min Wage*	Pool	Change vs. 2018	Other Areas	Change vs. 2018	Total	Change vs. 2018
Calendar 2018 Actual	\$ 8.25	144,894		49,188		194,082	
Calendar 2020 Estimated**	\$ 10.00	147,992	3,098	51,682	2,494	199,674	5,592
Calendar 2021 Estimated	\$ 11.00	151,988	7,094	54,204	5,016	206,192	12,110
Calendar 2022 Estimated	\$ 12.00	158,178	13,284	56,812	7,624	214,990	20,908
Calendar 2023 Estimated	\$ 13.00	170,592	25,698	60,141	10,953	230,733	36,651
Calendar 2024 Estimated	\$ 14.00	185,707	40,813	63,608	14,420	249,315	55,233
Calendar 2025 Estimated	\$ 15.00	198,084	53,190	67,515	18,327	265,599	71,517

*Minimum wage presented is for those employees over age 18.

**In 2020, minimum wage goes to \$9.25 on January 1 and \$10.00 on July 1. Cost estimate was made using the \$10 rate since the majority of the pool season will take place at the \$10 rate.

Village Board and/or Committee Action

The Committee of the Whole and Finance Commission reviewed the budget on March 19, 2019. The Village Board reviewed the budget on April 2, 2019. The Village Board reviewed the pay plan on April 23, 2019.

Documents Attached

1. Proposed FY 2019-2020 Pay Plans for the following employee groups: full-time employees, part-time employees, seasonal employees and Public Services employees (FOP is to be negotiated)
2. Minimum wage memorandum dated February 22, 2019

DRAFT
VILLAGE OF HINSDALE
FY 19/20 PAY SCALE

FULL-TIME EMPLOYEES - 2.25% ACROSS THE BOARD INCREASE
NON-UNION

Classification	Grade	Annual Hours	Exempt from OT	Title	Annual Minimum	Annual Maximum	Hourly Minimum	Hourly Maximum
Management	M145	2080	Y	Deputy Village Manager	\$ 128,904	\$ 191,278	\$61.97	\$91.96
Management	M140	2080	Y	Assistant Village Manager/ Director of Finance Assistant Village Manager/ Director of Public Safety	\$ 122,766	\$ 182,169	\$59.02	\$87.58
Management	M135	2080	Y	Assistant Village Manager Finance Director	\$ 116,629	\$ 173,060	\$56.07	\$83.20
Management	M130	2080	Y	Director of Community Development/ Building Commissioner Director of Public Services Police Chief Fire Chief Director of Parks & Recreation	\$ 110,796	\$ 164,407	\$53.27	\$79.04
Management	M125	2080	Y		\$ 105,257	\$ 156,187	\$50.60	\$75.09
Management	M120	2080	Y		\$ 99,994	\$ 148,378	\$48.07	\$71.34
Management	M115	2080	Y	Director of Economic Development Village Engineer Administration Manager Human Resources Director Assistant Director of Public Services Deputy Police Chief Deputy Fire Chief	\$ 94,995	\$ 140,959	\$45.67	\$67.77
Management	M110	2080	Y	Assistant Fire Chief	\$90,244	\$133,911	\$43.39	\$64.38
Management	M105	2080	Y	Assistant Finance Director Public Services Superintendent Water/Sewer Superintendent Forestry and Parks Superintendent Assistant to the Village Manager/Finance Director/Public Services Director/Fire Chief/Police Chief IT Coordinator Assistant Village Engineer Village Planner	\$82,626	\$127,216	\$39.72	\$61.16
Management	M104	2080	Y	Civil Engineer Human Resources Generalist Parks & Recreation Superintendent	\$68,401	\$101,234	\$32.89	\$48.67
Management	M103	2080	Y	Management Analyst Accountant	\$61,895	\$91,604	\$29.76	\$44.04
Management	M101	2080	Y	Administrative Services Analyst Human Resources/Payroll Specialist	\$52,760	\$76,712	\$25.37	\$36.88

VILLAGE OF HINSDALE
FY 19/20 PAY SCALE

FULL-TIME EMPLOYEES - 2.25% ACROSS THE BOARD INCREASE
NON-UNION

Classification	Grade	Annual Hours	Exempt from OT	Title	Annual Minimum	Annual Maximum	Hourly Minimum	Hourly Maximum
				Parks & Recreation Manager				
Management	M100	2080	Y	Recreation Supervisor	\$47,963	\$69,739	\$23.06	\$33.53
Supervisory	S205a	2080	N	Police Sergeant	\$79,006	\$120,169	\$37.98	\$57.77
Supervisory	S205b	2764	N	Fire Captain	\$79,006	\$120,169	\$28.58	\$43.48
Supervisory	S200a	2764	N	Fire Lieutenant	\$71,808	\$109,221	\$25.98	\$39.52
Supervisory	S200b	2080	N	Roadway Supervisor Village Forester Village Horticulturist Building Maintenance Supervisor	\$71,808	\$109,221	\$34.52	\$52.51
Non-Management	NM370	1950	N	Deputy Building Commissioner	\$70,541	\$107,294	\$36.18	\$55.62
Non-Management	NM365	1950	N		\$67,320	\$102,394	\$34.52	\$52.51
Non-Management	NM360	1950	N	Plan Reviewer	\$66,151	\$100,616	\$33.92	\$51.60
Non-Management	NM355	2764	N	Firefighter/Paramedic	\$66,449	\$99,947	\$24.04	\$36.16
Non-Management	NM350	1950	N	Code Enforcement Officer Fire Inspector	\$62,296	\$93,701	\$31.95	\$48.05
Non-Management	NM345	1950	N	Economic Development & Communications Specialist	\$58,687	\$85,331	\$30.10	\$43.76
Non-Management	NM340	1950	N		\$57,433	\$83,507	\$29.45	\$42.82
Non-Management	NM335	1950	N	Village Clerk/Executive Assistant	\$55,522	\$80,729	\$28.47	\$41.40
Non-Management	NM330	1950	N		\$53,398	\$77,641	\$27.38	\$39.82
Non-Management	NM325	1950	N		\$50,856	\$73,945	\$26.08	\$37.92
Non-Management	NM320	1950	N	Economic Development/Finance Clerk Administrative Services Coordinator	\$47,963	\$69,739	\$24.60	\$35.76
Non-Management	NM315	1950	N	Account Clerk Records Clerk Secretary	\$45,887	\$66,720	\$23.53	\$34.22
Non-Management	NM310	1950	N		\$43,244	\$62,876	\$22.18	\$32.24
Non-Management	NM305	1950	N	Administrative Assistant Community Service Officer	\$41,854	\$60,743	\$21.46	\$31.15
Non-Management	NM304	1950	N	Parks & Recreation Coordinator	\$40,623	\$58,903	\$20.83	\$30.21
Non-Management	NM300	1950	N		\$39,117	\$56,877	\$20.06	\$29.17
Non-Management	NM320	2080	N	Administrative Services Coordinator	\$51,160.84	\$74,388.09	\$24.60	\$35.76
Non-Management	NM315	2080	N	Records Clerk	\$48,946.44	\$71,168.32	\$23.53	\$34.22
Non-Management	NM305	2080	N	Community Service Officer	\$44,644.32	\$64,792.00	\$21.46	\$31.15

VILLAGE OF HINSDALE

FY 19/20 PAY SCALE

PERMANENT PART-TIME EMPLOYEES

Classification	Grade	Title	Hourly Minimum	Hourly Maximum
Non-Management	NM 1	KLM Hosts	\$11.34	\$17.02
Non-Management	NM 2	Parking Enforcement Officer	\$12.72	\$19.67
Non-Management	NM 3	IT Assistant Broadcasting Technician KLM Assistant Manager	\$15.05	\$23.14
Non-Management	NM 4	Records Clerk Cashier/Receptionist Administrative Assistant Secretary Finance Clerk Investigations Assistant Community Services Officer I Administrative Intern	\$17.35	\$26.63
Non-Management	NM 5	Community Services Officer II	\$20.00	\$30.60
Non-Management	NM 6	KLM Manager*	\$21.98	\$33.56
Non-Management	NM 7	Account Clerk/Data Clerk Administrative Analyst Economic Development Coordinator	\$23.14	\$34.71
Non-Management	NM 8	Building Inspector	\$28.93	\$43.98
Non-Management		Fire Inspector		
Non-Management		Investigative Aide		
Non-Management		Code Enforcement Officer		
Non-Management		Engineering Inspector		
Non-Management		Accreditation Manager		
Non-Management	Accountant			
Management	M1	Administration Manager	\$39.35	\$59.01

VILLAGE OF HINSDALE
FY 19/20 PAY SCALE
SEASONAL EMPLOYEES

Department	Title	Hourly Minimum	Hourly Maximum
Public Services	Crew Worker	\$8.50	\$12.75
	Engineering Intern	\$10	\$15
Parks & Recreation	Cashier	\$8.25	\$12.38
	Lifeguard	\$9.00	\$13.50
	Intern	\$9.00	\$13.50
	Head Cashier	\$10	\$15
	Assistant Pool Manager	\$13	\$20
	Dive Coach	\$14	\$21
	Pool Manager	\$15	\$23
	Aquatics Coordinator	\$16	\$24
	Swim team coaches	\$1500 annual stipend	
	Head team swim coach	\$5000 annual stipend	
All Departments	Seasonal Intern	\$10	\$15

Employees who are rehired for the same position the following summer earn a \$.25/hour raise upon demonstration of successful performance. Seasonal pay scale is not subject to annual across the board increase.

**PUBLIC SERVICES
WAGE SCHEDULE
FY 2019-2020**

FY 2019-2020 Public Services Pay Plan															
Steps	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Water/Sewer Supervisor	\$67,174.03	\$69,021.32	\$70,919.40	\$72,869.69	\$74,873.60	\$76,932.63	\$79,048.28	\$81,222.10	\$83,455.71	\$85,750.74	\$88,108.89	\$90,531.88	\$93,021.51	\$95,579.60	\$98,208.04
Lead Water Operator	\$60,103.08	\$61,755.92	\$63,454.20	\$65,199.19	\$66,992.17	\$68,834.46	\$70,727.40	\$72,672.41	\$74,670.90	\$76,724.35	\$78,834.27	\$81,002.21	\$83,229.77	\$85,518.59	\$87,870.35
Mechanic/Elec Maint Mech	\$59,991.90	\$61,641.68	\$63,336.83	\$65,078.59	\$66,868.25	\$68,707.13	\$70,596.57	\$72,537.98	\$74,532.77	\$76,582.42	\$78,688.44	\$80,852.37	\$83,075.81	\$85,360.40	\$87,707.81
Crew Leader	\$55,655.94	\$57,186.48	\$58,759.11	\$60,374.98	\$62,035.30	\$63,741.27	\$65,494.15	\$67,295.24	\$69,145.86	\$71,047.37	\$73,001.17	\$75,008.71	\$77,071.45	\$79,190.91	\$81,368.66
Crew Workers	\$51,520.10	\$52,936.91	\$54,392.67	\$55,888.47	\$57,425.40	\$59,004.60	\$60,627.23	\$62,294.48	\$64,007.57	\$65,767.78	\$67,576.40	\$69,434.75	\$71,344.20	\$73,306.17	\$75,322.09
PT Mechanics Helper (hourly)	\$17.36	\$17.83	\$18.32	\$18.83	\$19.35	\$19.88	\$20.42	\$20.99	\$21.56	\$22.16	\$22.76	\$23.39	\$24.03	\$24.70	\$25.37
PT Crew Worker (hourly)	\$17.36	\$17.83	\$18.32	\$18.83	\$19.35	\$19.88	\$20.42	\$20.99	\$21.56	\$22.16	\$22.76	\$23.39	\$24.03	\$24.70	\$25.37



MEMORANDUM

Date: February 22, 2019
To: Kathleen Gargano, Village Manager
From: Darrell Langlois, Finance Director
Subject: Change in Illinois Minimum Wage

On February 19, 2019, Governor Pritzker signed Senate Bill 1, which will increase the minimum wage in Illinois in phases until it reaches \$15 per hour on January 1, 2025. The first increase will not be effective until January 1, 2020 when the minimum wage increases from \$8.25 per hour to \$9.25 per hour; the minimum wage will increase further to \$10.00 per hour on July 1, 2020; \$11 per hour on January 1, 2021, then subsequent increases of \$1 on January 1 of succeeding years until it reaches \$15 per hour on January 1, 2025.

As it relates to the Village of Hinsdale, the financial impact of the new minimum wage will mostly occur in the operations of the community pool and other seasonal operations. The new law has a provision that provides for a lower minimum wage for those employees under the age of 18 and who work less than 650 hours per year. For those employees under the age of 18 that do not work 650 hours per year, the minimum wage increases from \$7.75 per hour currently to \$8.00 per hour on January 1, 2020, with subsequent increases ranging from \$0.50 to \$1.50 per hour until the minimum wage reaches \$13 per hour on January 1, 2025. Although the Village did not have any seasonal employees work more than 650 hours in 2018, 36 of the 83 employees who worked at the pool were under the age of 18 during the entire pool season, so the lower minimum wage would have some benefit to the Village in future years but not much now as most employees under the age of 18 are paid a little more than minimum wage.

Since the minimum wage increase will not increase until January 1, 2020, there will not be a financial affect until calendar year 2020 (Fiscal year 2020-21). In calendar year 2018, 27 employees at the pool and 9 employees elsewhere were paid below the new minimum wage amounts that are effective in calendar year 2020 and would be impacted initially by the minimum wage increase and then more employees over time as the rate increases. The following chart estimates the impact of the minimum wage change from calendar 2020 to 2025 assuming a similar "mix" of part time employees:

	Min Wage*	Pool	Change vs. 2018	Other Areas	Change vs. 2018	Total	Change vs. 2018
Calendar 2018 Actual	\$ 8.25	144,894		49,188		194,082	
Calendar 2020 Estimated**	\$ 10.00	147,992	3,098	51,682	2,494	199,674	5,592
Calendar 2021 Estimated	\$ 11.00	151,988	7,094	54,204	5,016	206,192	12,110
Calendar 2022 Estimated	\$ 12.00	158,178	13,284	56,812	7,624	214,990	20,908
Calendar 2023 Estimated	\$ 13.00	170,592	25,698	60,141	10,953	230,733	36,651
Calendar 2024 Estimated	\$ 14.00	185,707	40,813	63,608	14,420	249,315	55,233
Calendar 2025 Estimated	\$ 15.00	198,084	53,190	67,515	18,327	265,599	71,517

*Minimum wage presented is for those employees over age 18.

**In 2020, minimum wage goes to \$9.25 on January 1 and \$10.00 on July 1. Cost estimate was made using the \$10 rate since the majority of the pool season will take place at the \$10 rate.



REQUEST FOR BOARD ACTION
Public Services & Engineering

AGENDA SECTION: Consent Agenda - EPS
SUBJECT: Bid #1655 – Tree Pruning
MEETING DATE: **May 07, 2019**
FROM: Brendon Mendoza, Administrative Analyst
John Finnell, Superintendent of Parks and Forestry

Recommended Motion

To approve the award of Tree Pruning Bid #1655 to Nels J. Johnson Tree Experts Inc. for tree pruning services in the amount not to exceed the budgeted amount of \$73,906.

Background

In April of 2019, Public Services Staff solicited sealed bids for tree pruning services on the Village's right of way. Public Services staff published the bid package on Monday, April 1, 2019. Public Services staff provided the bid package to vendors, and placed a legal ad in the Daily Herald. The bid opening was held on Tuesday, April 16, 2019 and the Village received four (4) competitive bids and one (1) no bid.

Discussion & Recommendation

Public Services Staff recommends Nels J. Johnson Tree Experts, Inc. ("Nels Johnson") for tree pruning services. Nels Johnson provided the lowest total bid (please see attachment #1) for the three (3) year contract. Provided below is a breakdown of the three (3) year extended pricing provided by vendors.

Vendor	Nels Johnson	Landscape Concepts	Trees "R" Us	Winkler's
Three Year Extended Total	\$187,316.25	\$250,632.75	\$252,084.35	\$277,049.00

Budget Impact

Included in the proposed Fiscal Year 2019-2020 budget is \$73,906 for tree pruning expenses under the Public Services Forestry Division budget line item 2203-7319. Following the initial year, Public Services staff will return for approval from the Board of Trustees to continue the second year of the contract dependent on funding and adequate performance from Nels Johnson.

Village Board and/or Committee Action

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

Documents Attached

1. Nels Johnson Proposal
2. Tree Pruning Bid #1655 – Bid Tabulation

PRICING PROPOSAL - TREE PRUNING - RFP 1655**1. Pruning Per Specification:**

Item No	Item Description Diameter classes (DBH)	Estimated Quantities (trees)	Estimated Total Diameter (DBH)	Unit Price (per DBH)	Extended Price
1	1-6 inches	0	0	\$ 0	\$ 0
2	7-14 inches	1,327	14,671	\$ 2.50	\$ 36,677.50
3	15-24 inches	1,464	27,604	\$ 2.75	\$ 75,911.00
4	25-36 inches	681	19,901	\$ 3.00	\$ 59,703.00
5	37 inches and greater	112	4,623	\$ 3.25	\$ 15,024.75
TOTAL BASE BID					\$ 187,316.25

2. **Cost For Demand Hourly Services (non-emergency);** The Contractor shall provide tree removal assistance for Demand Hourly Services (non-emergency) per specifications shown in this RFP.

During Normal Working Hours:

\$ 75.00

Per Employee Hour (includes equipment and wood disposal)

3. **Cost For Emergency Hourly Services:** The Contractor shall provide tree removal assistance for Emergency Service per specifications shown in the RFP.

During Normal Working Hours:

\$ 85.00

Per Employee Hour (includes equipment and wood disposal)

Outside Normal Working Hours:

\$ 120.00

Per Employee Hour (includes equipment and wood disposal)

The Contractor affirms that the prices quoted above include all equipment, materials, labor, services, personnel, tools, machinery, utilities, supplies, insurance, bonds, supervision, overhead expense, profits, appliances, transportation and delivery charges, temporary facilities, licenses, permits and all other appurtenances, facilities and incidentals reasonably inferred as necessary to complete the Work in a timely and

Attachment #2

Village of Hinsdale - Public Services		Nels J. Johnson Tree Experts, Inc.		Landscape Concepts Management, Inc.		Tree "R" Us, Inc.		Winkler's Tree & Landscaping, Inc.		Kramer Tree Specialists, Inc.		
PROJECT NUMBER:	1655	912 Pitner Avenue Evanston, IL 60202		31745 N. Allegany Road Grayslake, IL 60030		P.O. Box 6014 Wauconda, IL 60084		P.O. Box 1154 La Grange Park, IL 60526		300 Charles Court West Chicago, IL 60185		
PROJECT NAME:	Tree Pruning	Check		Bid Bond		Bid Bond		Bid Bond		No Bid		
BID OPENING DATE:	April 16, 2019											
Item No.	Description	Unit	Unit Price	Extended Total	Unit Price	Extended Total	Unit Price	Extended Total	Unit Price	Extended Total	Unit Price	Extended Total
1	1-6"	0	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -
2	7-14"	14671	2.50	\$ 36,677.50	3.00	\$ 44,013.00	2.75	\$ 40,345.25	3.00	\$ 44,013.00	0.00	\$ -
3	15-24"	27604	2.75	\$ 75,911.00	3.50	\$ 96,614.00	3.65	\$ 100,754.60	4.00	\$ 110,416.00	0.00	\$ -
4	25-36"	19901	3.00	\$ 59,703.00	4.25	\$ 84,579.25	4.19	\$ 83,385.19	5.00	\$ 99,505.00	0.00	\$ -
5	37 and Greater	4623	3.25	\$ 15,024.75	5.50	\$ 25,426.50	5.97	\$ 27,599.31	5.00	\$ 23,115.00	0.00	\$ -
6	Demand Hourly Services	Hourly	75.00		130.00		95.00		95.00		0.00	
7	Emergency Hourly Normal	Hourly	85.00		155.00		125.00		125.00		0.00	
8	Emergency Hourly OT	Hourly	125.00		195.00		145.00		175.00		0.00	
Total Bid				\$ 187,316.25		\$ 250,632.75		\$ 252,084.35		\$ 277,049.00		\$ -



AGENDA SECTION: Consent Agenda – EPS

SUBJECT: Capital Equipment Purchase – Combination Vactor Truck

MEETING DATE: **May 07, 2019**

FROM: Mark Pelkowski, Superintendent of Water & Sewer
Brendon Mendoza, Administrative Analyst

Recommended Motion

Waive the competitive bidding requirement in favor of the Northwest Municipal Conference Joint Purchasing Program – Contract #161 with Standard Equipment Company of Chicago, Illinois and approve the purchase of a new combination Vactor truck not to exceed \$346,890.

Background

Equipment Functions

Public Services proposes the replacement of Vactor Truck Unit #15 (“Unit #15”) and Sewer Jet Truck #30 (“Unit #30”) for a combination Vactor truck that can perform the functions of both, the Vactor truck and jetter truck. The primary functions of the combination Vactor truck will be to provide emergency sewer blockage removal, basin and sewer clearing, routine cleaning and root cutting of storm and sanitary sewers, and hydro excavation. Provided below is a listing of the functions for each unit.

Functions of Current Equipment	
Vactor Unit #15 (1997)	Sewer Jet Truck Unit #30 (2003)
Basin & Sewer Cleaning	Routine Preventative Pipe Cleaning of Storm/Sanitary Sewers
Air Excavation to Expose and Repair Utilities	Emergency Sewer Blockage Removals
Tree Stump Grinding Clean-Up	Dye-Testing of Sink Holes
	Light Street Clean-Up

Vactor Replacement Schedule

The current Vactor Unit #15 was purchased in 1997, and Sewer Unit #30 was purchased in 2003. Both Units, #15 and #30, have a useful life of 12 years. Unit #15 will be 22 years old at the time of the replacement and Unit #30 will be 16 years old at the time of replacement.

Discussion & Recommendation

Public Services Staff recommends purchasing a new combination Vactor truck to replace Vactor Unit #15 and Sewer Unit #30 through the Northwest Municipal Conference Joint Purchasing Program – Contract #161 with Standard Equipment Company of Chicago, Illinois and approve the purchase of a new combination Vactor truck not to exceed \$346,890.



Budget Impact

Included in the Fiscal Year 2019-2020 Capital Budget (6102-7902) is \$350,000 to replace Units #15 & #30. The current Unit #15 will be traded in for \$13,000 and Unit #30 for \$12,000 at the time of replacement. Including trade-in, the purchase price for the new combination Vactor truck is \$346,890, which is \$3,110 under budget. The competitive bidding process is waived as the Village will utilize the Northwest Municipal Conference Joint Purchasing Program – Contract #161.

Village Board and/or Committee Action

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

Documents Attached

1. Standard Equipment Company Vactor Truck Quote
2. Replacement Vactor Unit #15 and Sewer Jet Truck #30 Capital Improvement Project Budget Page



Village of Hinsdale
225 Symonds Drive
Hinsdale, IL. 60521

4/22/2019

Standard Equipment Company is pleased to present the following quote on a 2019 Vactor Plus 2110 Single Stage Fan mounted on an International 2020 HV607 chassis with equipment per your request. Please note that this quote is based off the Northwest Municipal Conference Joint Purchasing Program, and is valid for 30 days from today's date.

2019 VACTOR MODEL 2110 FAN PLUS TO INCLUDE:

- 10 Yard Combination Vactor Single Stage Fan
- 6" Rear Door Butterfly Valve, 3:00 position
- Debris Body Flush Out System (80-100GPM)
- Rodder Pump Drain Valve
- Rear Door Splash Shield
- Lube Manifold
- RDB 1015" Telescoping Boom
- Cold Weather Recirculator
- 600' x 1" Piranha Sewer Hose
- Handgun Hose Reel w/ Spring Retract
- Folding Pipe Rack Curbside
- Hydro Excavation Kit/Retract Reel 50' Hose and Nozzle
- Fan Flush out System
- Hose Wind Guide (Dual Roller) Auto Indexing
- Hydraulic Oil Temp Alarm
- DOT 3 Lighting Package 6 Federal Signal Strobe Lights
- 2x Work lights Led Extendable Boom
- Toolbox, Behind Cab - 16w 30h x 96d
- Safety Cone Storage
- EnviroSight Jetscan Camera

Price \$371,890.00

1997 Vactor -\$13,000 ACV

2003 Pipe Hunter- \$12,000 ACV

PRICE AFTER TRADES \$346,890

To start purchase of this unit, please sign and date below in the area marked Order Acknowledgement.

Thank you for your business!

Stan Warren

Order Acknowledgement/Date
PLEASE SIGN AND DATE

Water/Sewer

Vehicles	2019-20
Replace Vactor Unit #15 and Sewer Jet Truck Unit #30	\$350,000

Vehicle Description	Unit #15	Unit #30
Make	International	GMC
Model	Vactor	GW5500
Year	1997	2003
Useful Life	12 Years	12 Years
Mileage/Hours	31,477/8,729	8,584/633



Proposed Combination Truck Unit

Maintenance Costs*	\$105,151	\$9,952
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*Cost is estimated based upon current records.

Project Description & Justification

This item is the proposed replacement of the existing Vactor Unit #15 and Sewer Jet Truck Unit #30 with a combination unit that can perform both functions. The Vactor is primarily used for basin/sewer cleaning, air excavation to expose and repair utilities, tree stump grinding clean-up, and other various clean-up projects around the Village. The Sewer Jet Truck is used for routine preventative pipe cleaning of storm and sanitary sewers, emergency sewer blockage removal, dye-testing of sink holes, and small street clean-up with the use of the front mounted spray-jet system.

The purchase of the recommended combination unit would increase efficiency; jobs often require both functions and would otherwise require both vehicles to be in service. Additionally, due to space considerations in the Public Services garage, one vehicle is preferable. Current estimates indicate that the cost for the combination vehicle would be less than or equal to the cost of two separate vehicles; however, all options would be explored before moving forward. Units #15 and #30 would be traded in with the purchase of the new combined unit. The Public Services vehicle replacement policy states that large trucks should be replaced on a 12-15 year schedule. The Vactor truck was purchased in 1997 and would have 22 years of service time at the time of proposed replacement; the Sewer Jet truck was purchased in 2003 and would have 16 years of service.

Project Update

There are no updates to this project.

Project Alternative

Delay the purchase and continue to use the current equipment.



Public Services & Engineering

AGENDA SECTION: Consent Agenda – EPS
SUBJECT: 2019-20 Engineering Review Services
MEETING DATE: May 7, 2019
FROM: Dan Deeter, PE Village Engineer

Recommended Motion

Award the contract for engineering review services to James J. Benes and Associates, Inc. for an amount not to exceed \$45,000.

Background

The Village of Hinsdale has historically had an engineering consultant review the engineering plans for new private construction/development prior to permitting that development. In 2017, at the direction of the Village Board of Trustees, staff sent requests for proposals to six engineering consultants for the period 05/01/17 through 04/30/18. Proposals were submitted by four engineering consultants. Two consultants did not send proposals because they did not have the staffing to commit to this project due to current customer commitments. In 2017, James J. Benes and Associates was selected to provide the engineering review services.

Discussion & Recommendation

James J. Benes & Associates (Benes) was selected due to the consultant's professional education and certifications, experiences with the Village of Hinsdale or similar municipalities, experience with DuPage County standards, and, to a lesser extent, experience with Cook County standards. Benes has provided excellent services during the FY2017-18 and FY2018-19 contract periods. Each year's contract "may be extended annually for a period of one year with approval of both parties". Staff recommends that Benes continue to conduct the engineering review services for the FY 2019-20 period. Staff will again solicit proposals in 2020 so that the Village can re-evaluate the Engineering Review consultants every three years.

Budget Impact

The Village budgets \$45,000 per year for engineering review costs. These costs are reimbursed by the private developer.

Village Board and/or Committee Action

N/A

Documents Attached

1. 2019 Engineering Review Services Contract

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

ENGINEERING PROFESSIONAL SERVICES
AGREEMENT
2019-20 Third Party Reviews
Civil Engineering Review Services

PROFESSIONAL SERVICES AGREEMENT

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

This Professional Services Agreement is entered into this 23th day of April 2019, by and between the Village of Hinsdale, an Illinois Municipal corporation (hereinafter referred to as the "Village") and James J. Benes and Associates, Inc. (hereinafter referred to as the "Engineer") (collectively referred to as the "Parties").

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

Whereas, Engineer submitted a Proposal dated 3/21/19 to provide said services for the Project;

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

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

SECTION 1. DEFINITIONS.

Whenever used in this Agreement, the following terms shall have the meanings indicated and the singular shall be read to include the plural and 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 James J. Benes and Associates, 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 review services as more fully described of Exhibit "A" attached hereto.

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

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

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

SECTION 2. GENERAL REQUIREMENTS-ENGINEER.

A. Engineer agrees to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. Engineer shall have sole responsibility for engineering review of assigned plans and related services 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 warrants and represents that it shall have the Intellectual Property rights (including, but not limited to, patent, copyright, trademark, service mark, or trade secret rights) to any Deliverable that will be provided to the Village during the performance of this Agreement and that transfer of said Deliverables to the Village shall not violate or infringe upon the Intellectual Property rights of any third party.

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

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

G. Engineer agrees to perform the services contemplated under this Agreement in a timely manner, with completion no later than 04/30/20. The contract may be extended annually for a period of one year (May 1- April 30) with the approval of both parties.

SECTION 3. GENERAL REQUIREMENTS-VILLAGE.

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

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

SECTION 4. SCOPE OF SERVICES.

A. As more fully set forth in its proposal dated 3/21/19, attached hereto as Exhibit "A", Engineer agrees to provide all labor, materials, expertise, services and consultation related to engineering review services and related services for the Project. Exhibit "A" is incorporated herein by reference except for the General Terms and Conditions attached thereto and except to the extent any term in Exhibit "A" is inconsistent with the terms in this Agreement

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

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

A. Contract Amount.

Engineer agrees to provide the professional services and deliverables set forth in the Scope of Work, and the Village agrees to compensate Engineer for said performance, the Contract Amount of not-to-exceed \$45,000.00

B. Hourly Rates and Costs.

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

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

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

SECTION 6. DELIVERY AND OWNERSHIP OF DOCUMENTS.

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

B. The Deliverables prepared by Engineer pursuant to this Agreement are intended for the express and sole use of the Village for this Project only. Any reuse by the Village on extensions of the Project or any other project or, any modification of the Deliverables by the

Village without the specific written verification or adaptation by Engineer, shall be at Village's sole risk. Engineer shall not be liable for any damage or loss resulting from said reuse or modification by the Village.

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

D. Upon the condition that Engineer has received the prior written consent of the Village, Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Village's confidential and proprietary information if the Village has previously advised the Engineer in writing of the specific information considered by the Village to be confidential and proprietary.

SECTION 7. INSURANCE.

A. Scope of Coverage and Amounts.

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

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

If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of this Agreement. In the event the policy is cancelled, not renewed or switched to an occurrence form, then Engineer shall purchase supplemental

extending reporting period coverage for a period of not less than three (3) years.

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

1. All insurance required herein of Engineer shall be valid and enforceable policies, insured by insurers licensed and permitted to do business by the State of Illinois or surplus line carriers qualified to do business in the State of Illinois. All insurance carriers and surplus line carriers shall be rated A-, VII or better by A.M. Best Company.
2. Engineer shall require all subcontractors not protected under the Engineer's policies to take out and maintain insurance of the same nature, in the same amounts and under the same terms as required herein of Engineer. Engineer shall confirm subcontractor compliance with the requirements stated herein prior to the performance of any Work by a subcontractor.
3. Engineer expressly understands and agrees that any bonds or insurance policies required to be maintained pursuant to this Agreement shall in no way limit the degree, amount, or extent of Engineer's responsibility to indemnify, keep and save harmless and defend the Village, their officers, agents, employees, representatives and assigns. Engineer's insurance coverage (both primary and excess) shall be primary as respect to any insurance or self-insurance maintained by the Village, which said insurance of the Village shall solely be excess of Engineer's insurance and shall not contribute with Engineer's insurance coverage.

SECTION 8. CHANGES IN WORK.

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

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

SECTION 9. USE OF SUBCONTRACTORS AND CONFLICTS OF INTEREST.

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

SECTION 10. INDEMNIFICATION.

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

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

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

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

SECTION 11. COMPLIANCE WITH LAWS.

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

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

1. Sexual Harassment Policy. Engineer certifies that it has a written sexual harassment policy defining sexual harassment as required in Section 2-105 of the Ill. Human Rights Act. 775 ILCS 5/1-105, *et seq.*
2. Tax Payments. Engineer certifies that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as set forth in 65 ILCS 5/11-42.1-1.
3. Equal Pay Act of 2003. Engineer, and all subcontractors thereof, shall at all times comply with the provisions of the Illinois Equal Pay Act of 2003, 820 ILCS 112/1, *et seq.*
4. Public Works Employment Discrimination Act. The Engineer certifies that it will comply with the Illinois Public Works Employment Discrimination Act (775 ILCS 10/0.01, *et seq.*) which prohibits unlawful discrimination by any entity in the contracting for or performance of all public contracts with the State of Illinois and all of its political subdivisions. As required by this State Act, all of its provisions are incorporated herein by reference and are reprinted below.
5. Illinois Human Rights Act-Equal Opportunity Clause. Engineer certifies that it is an "Equal Opportunity Employer" as defined by federal and state laws and regulations, and agrees to comply with the Illinois Department of Human Rights (IDHR) Equal Opportunity clause as required by the IDHR's Regulations (44 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 it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- 3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, military status, or an unfavorable discharge from military service.
- 4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Engineer's obligations under the Illinois Human Rights Act and the Department's Rules. If any such labor organization or representative fails or refuses to cooperate with the Engineer in its efforts to comply with such Act and Rules, the Engineer will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations hereunder.
- 5) That it will submit reports as required by the Department's Rules, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules.
- 6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules.
- 7) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such

subcontractor. In the same manner as with other provisions of this contract, the Engineer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Engineer will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

ILLINOIS PUBLIC WORKS EMPLOYMENT DISCRIMINATION ACT

10/1. Discrimination in employment prohibited

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

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

10/2. Deemed incorporated in contract

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

10/3. Includes independent contractors, etc.

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

10/4. Deduction from compensation

§ 4. No Engineer, subcontractor, nor any person on his or her behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work for the benefit of the State or for any department, bureau, commission, board, other political subdivision or agency, officer or agent thereof, on account of race, color, creed, sex, religion, physical or mental handicap unrelated to ability, or national origin; and there may be deducted from the amount payable to the Engineer by the State of Illinois or by any municipal corporation thereof, under this contract, a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Act.

10/5. Recovery by injured person

§ 5. Any person, agency, corporation or association who violates any of the

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

10/6. Violations: punishment

§ 6. Any person who or any agency, corporation or association which shall violate any of the provisions of the foregoing sections, or who or which shall aid, abet, incite or otherwise participate in the violation of any of the said provisions, whether the said violation or participation therein shall occur through action in a private, in a public, or in any official capacity, shall also be deemed guilty of a petty offense for each and every said violation or participation or, in the case of non-corporate violators, or participators, of a Class 8 misdemeanor.

10/7. To be inscribed in contract

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

10/8. Partial invalidity: construction

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

SECTION 12. SUSPENSION AND TERMINATION OF SERVICES.

A. Suspension of Work

The Village may, at 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 in violation of the prohibition on assignment set forth in Section 14.A of this agreement or abandon the Work or shall neglect or refuse to comply with the instructions of the Village relative thereto or shall fail in any manner to comply with the specifications or stipulations herein contained or if at any time the Village shall be of the opinion that the Work is unnecessarily delayed and will not be finished within the prescribed time, or that unnecessary inconvenience is being imposed upon the public or unnecessary expense is being incurred by the Village for inspection and supervision, the Village shall notify the Engineer, in writing, to that effect. If the Engineer does not, within five (5) calendar days thereafter, take such measures as will in the judgment of the Village ensure the satisfactory completion of the Work within the prescribed time or prevent unnecessary inconvenience to the public or prevent unnecessary expense to the Village, then the Village may take such actions as deemed necessary, at the cost to the Engineer, to correct such delay or, the may declare the Engineer to be in default and terminate the Agreement.

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

SECTION 13. NOTICES.

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

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

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

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

SECTION 14. MISCELLANEOUS PROVISIONS.

A. Assignment.

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

B. Governing Law.

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

C. Captions.

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

D. Entire Agreement.

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

E. Waiver.

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

F. Third Party Beneficiaries.

Nothing contained in this Agreement shall be construed to create enforceable rights in favor of any third party not a party hereto, or a contractual relationship with, or a cause of

action in favor of, any third party against either the Village or Engineer.

F. Survival.

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 23rd day of April 2019
Engineering Consultant

By: _____

(Printed Name and Title)

Accepted this 23rd day of April 2019

The Village of Hinsdale, Illinois

By: _____

Kathleen A. Gargano, Village Manager

Exhibit A – James J. Benes and Associates, Inc. Proposal dated 03/21/19



JAMES J. BENES AND ASSOCIATES, INC.
CONSULTING ENGINEERS

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

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

PROJECT UNDERSTANDING

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

SCOPE OF BASIC SERVICES

Single Family Residential

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

It is assumed that no meetings will be required.

Commercial / Non Residential Development or Subdivision

6. Site Visit: A site visit will be performed on each plan submittal to assess existing conditions and confirm the submitted engineering plan represents or depicts reasonably accurate information.
7. Initial and all Subsequent Plan Review: Review of engineering plans prepared by consultants or others for compliance with the current as amended or revised DuPage County Countywide Stormwater & Flood Plain Ordinance, the applicable requirements of the Village of Hinsdale Village Code and good engineering practices.



JAMES J. BENES AND ASSOCIATES, INC.
CONSULTING ENGINEERS

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

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

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

CONTRACT CONDITIONS

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

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

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

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

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



JAMES J. BENES AND ASSOCIATES, INC.
CONSULTING ENGINEERS

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

COST OF SERVICES

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

Single Family Residential

The Single Family Residential Plan Review fixed fee for the services described in Sections 1 through 4 of the Scope of Basic Services shall be based on a flat fee to be agreed upon in writing and subject to adjustment from time to time as agreed upon by both parties. The Per Review fixed fee for the services described in Section 5 of the Scope of Services shall be based on 25% of the base fee.

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

Commercial / Non Residential Development or Subdivision

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

ACCEPTANCE:

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

JAMES J. BENES AND ASSOCIATES, INC.

by: Jeffery C. Ziegler Date: 3-21-19
Vice President

Accepted for: The Village of Hinsdale

by: _____ Date: _____

APPENDIX A

(Fixed Fees)

Calendar Year: 2019

Single Family Residential (2 reviews) \$800

Single Family Residential additional reviews (per occurrence) \$200



REQUEST FOR BOARD ACTION
Finance

AGENDA SECTION: Second Reading Agenda – ACA
SUBJECT: Agreement with the Hinsdale Platform Tennis Association
MEETING DATE: May 7, 2019
FROM: Darrell Langlois, Assistant Village Manager/Finance Director

Recommended Motion

To Approve an Agreement and Grant a Recreation License to 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.

The current license agreement between HPTA and the Village was set to expire in March, 2016. Seven previous extensions have been approved in order to negotiate terms of a successor agreement. The most recent extension provided for an extension through June 30, 2019.

Discussion & Recommendation

Since March, 2016 a negotiating committee consisting of ACA Chairman Hughes, Parks and Recreation Commission Chair Alice Waverly, and Village staff have been negotiating with representatives from HPTA on a successor agreement. The negotiating committee has provided the Village Board with periodic updates, and at the Village Board meeting on August 14, 2018 a presentation was made regarding the key issues under consideration for a successor agreement. The negotiating committee recommends that the Village Board formally consider the attached agreement; due to the length of the agreement, a "Summary of Terms" is also provided to highlight what is included in the new agreement.

The first reading of this item was held on April 23, 2019. There have been some changes made to the draft agreement that was sent in the agenda packet for the April 23 meeting, so both a red line and final version of the agreement is being provided. The following highlights changes to the agreement:

- Section 4 (c) and (d)-this section was revised to provide HPTA with 30 days to cure a default as opposed to 14 days in the prior version. This revised language was provided to the Village Board on Tuesday April 23.
- The following revision has been made to Section 4 (d): *.....may terminate this Agreement without liability for further payment of amounts due by the Village under this Agreement.*
- Section 6 b. has been revised so that if the Village terminates the agreement "for cause (default)", outstanding amounts owed by HPTA to the Village would be due within 90 days. This revised language was also provided to the Village Board on Tuesday April 23.

- Section 7 m. regarding the segregation of the capital reserve has been almost completely re-written. In summary, we are no longer specifying an "escrow account" and instead it will be a joint bank account with much of the mechanics for accessing the funds now specified in the agreement. This change has been made due to the fees associated with a traditional escrow arrangement, which would cost at least \$1,000 per year based on staff inquiries.
- Section 21 (a) regarding indemnity has been slightly revised.

Budget Impact

- The Village will provide HPTA with an annual subsidy totaling \$30,000 in the form of payment on utilities of \$5,500, a contribution to a capital reserve fund of \$7,500, and a subsidy of \$17,000 towards operating costs of the platform tennis program.
- HPTA will set rates and collect fees, keeping all revenues previously held by the Village.
- HPTA will fund almost all of the expenses of the paddle tennis program.
- The Village will no longer have the indirect costs associated with Park and Recreation staff and Public Works staff managing and operating the platform tennis program.
- The Village will make financing available to HPTA not to exceed \$400,000 over two fiscal years to fund an expansion and renovation of the "hut" at KLM Park. 90% of this cost will be repaid by HPTA over a seven year period, and any project costs over \$400,000 must be paid by HPTA within 120 days.
- The Village will pay 100% of the cost, estimated at \$37,000, to resurface the courts and KLM and Burns Field in FY 2019-20. This project is included in the FY 2019-20 Budget.
- In the future, there is a possibility that Courts 1 and 5 at KLM may need to be raised, if heater issues are not adequately resolved. Should this occur, the Village will fund the first \$30,000 of the cost, HPTA would fund the next \$30,000 of the cost, and any amounts over \$60,000 will be split evenly between the Village and HPTA.

Village Board and/or Committee Action

The key issues included in the agreement were discussed at the Village Board meeting on August 14, 2018, and the recommended agreement is consistent with that discussion. The "Summary of Terms" that is attached was discussed at the Parks and Recreation Commission meeting on April 9, 2019 whereby the Commission recommended that the Village Board approve an agreement that is consistent with these terms.

The first reading of this item was held on April 23, 2019 whereby it was the consensus of the Village Board to place this item on the second reading agenda for May 7, 2019.

Documents Attached

1. Summary of Terms.
2. Proposed Agreement with the Hinsdale Platform Tennis Association-red line version.
3. Proposed Agreement with the Hinsdale Platform Tennis Association-final version (please note that Exhibits D-Estimated Project Timeline is still being finalized and will be provided as soon as it's completed).

Village of Hinsdale

Agreement with Hinsdale Platform Tennis Association (HPTA)

Summary of Terms

-Village to grant HPTA an exclusive revocable license to operate the paddle tennis program and facilities.

-The term of the agreement is for approximately eight years through April 1, 2027.

-HPTA will set rates, collect fees, and fund almost all of the expenses of the paddle tennis program.

-The Village will provide HPTA with an annual subsidy totaling \$30,000 to operate the program. This annual subsidy amount of \$30,000 includes:

1. Utilities: \$5,500 and paid for by the Village
 - a. The Village has the option to revisit the amount of the credit provided for utilities after the "hut" is expanded.
2. Capital reserve fund: \$7,500 annual deposit to pay for capital expenditures and major repairs in the future.
 - a. The \$7,500 annual deposit to the capital reserve fund will be matched by HPTA as these capital costs will be shared equally.
 - b. Capital expenditures and major repairs are defined as costs over \$10,000 or a lesser amount if agreed to by both parties.

-The Village will make financing available to HPTA not to exceed \$400,000 over two fiscal years to fund an expansion and renovation of the "hut" at KLM Park.

1. 90% of this cost will be repaid by HPTA over a seven year period.
2. Any project costs over \$400,000 must be paid by HPTA within 120 days.

-Conceptually, the Village will be the party bidding and awarding a contract for the "hut" project, with HPTA being responsible for the design and management of the project.

-The "hut" project must follow Village zoning requirements.

-The Village will pay 100% of the cost, estimated at \$37,000, to resurface the courts in FY 2019-20.

-In the future, there is a possibility that Courts 1 and 5 at KLM may need to be raised, if heater issues are not adequately resolved. Should this occur, the Village will fund the first \$30,000 of the cost, HPTA would fund the next \$30,000 of the cost, and any amounts over \$60,000 will be split evenly between the Village and HPTA.

-Seasonal membership rates for Hinsdale residents must be at least 33% lower than the rates for non-residents.

-HPTA is required to submit a budget to the Village each year which shall include a listing of proposed capital expenditures.

-HPTA intends to pursue naming of improved platform tennis facilities after Bill O'Brien.

-HPTA may rent the "hut" or facilities to HPTA members or to outside third parties. Any rentals to third parties or to HPTA members that do not involve playing paddle tennis (such as a baby shower) must be approved by the Village.

-Either party may terminate the agreement at any time with 180 days written notice; shorter termination provisions exist to terminate "for cause".

AGREEMENT

This Agreement 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 and Burns Field, which is located at 320 N. Vine Street, 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, staffed and managed by volunteers, and the Village has requested that HPTA manage the Property's Paddle Tennis Facilities (the "Paddle Tennis Facilities" or "Facilities") for the benefit of HPTA's members and guests, the Village and the general public; and
- E. The Parties have previously entered into several Recreational License Agreements, including March 3, 2009, a copy of which is attached hereto as **Exhibit A** and made a part hereof ("the Recreational License Agreement"); and
- F. The Parties have previously extended the Recreational License Agreement through June 30, 2019, most recently pursuant to a Recreational License Agreement – Seventh Term Extension, a copy of which is attached hereto as **Exhibit B** and made a part hereof; and
- G. The Paddle Tennis Facilities at the Property are in need of renovation and expansion; and
- H. The Parties desire to renovate and expand the Paddle Tennis Facilities at the Property; and
- I. The Village agrees to continue providing gas, water, telephone, and electric service to the Paddle Tennis Facilities; and
- J. The Parties intend to pursue renaming the renovated Facilities after Bill O'Brien, who has been instrumental in developing and growing paddle tennis in Hinsdale; and
- K. The Village and HPTA have agreed for HPTA to reimburse the Village for most of the costs of the renovation and expansion of the Paddle Tennis Facilities at the Property; and
- L. The HPTA and the Village have agreed, in addition to reimbursing the Village for their share of costs associated with the renovation and expansion of the Paddle Tennis Facilities at the Property, to enter into a new Recreational License Agreement that will

provide for HPTA to operate and manage the Paddle Tennis Program ("Paddle Tennis Program" or "Program") and Facilities; and

M. It is in the best interests of the Village and the HPTA to enter into this Agreement for the renovation, expansion, and recreational license of the Paddle Tennis Facilities at the Property; and

N. The Parties' mutual goal in entering into this Agreement is to have the Program and Facilities set and maintain the standard as The Premium Public Platform Tennis Program in Chicago, with a fee structure that encourages Program participation.

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 an exclusive revocable license (the "Recreational License") to the HPTA, subject to the termination provisions of this Agreement, to run the Program and operate the Paddle Tennis Facilities for the purpose of practicing and playing paddle tennis. The HPTA expressly acknowledges that this Recreational License is not an interest in real or personal property. The 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. **Termination no cause**– This Agreement and the Recreational License may be terminated by either party at any time, for any reason, in the terminating party's sole discretion, upon one hundred eighty (180) days written notice to the non-terminating party.
4. **Termination for cause (Default) by HPTA** - This Agreement and the Recreational License may also be terminated by the Village upon default by the HPTA pursuant to the following terms:
 - a. The HPTA shall be found in default if the HPTA:
 - i. 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 HPTA or for any of the HPTA's property on account of the HPTA's insolvency, and the HPTA or its successor in interest does not provide adequate assurance of future performance in accordance with the Agreement within fourteen (14) days of receipt of a request for assurance from the Village;
 - ii. repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, unless said failure is due to the Village not timely supplying funds as required by this Agreement;
 - iii. repeatedly fails to carry out the terms of the Agreement;

- iv. disregards laws, ordinances, rules, codes, regulations, orders or similar requirements of any public entity having jurisdiction.
 - v. engages in a pattern of intentional acts that materially negatively impact the success of the Agreement.
- b. If the HPTA is in default, as that term is described above, the Village shall deliver a written notice of such Event of Default from the Village Manager, or his/her designee to the HPTA.
- c. If the HPTA fails to cure any such default within fourteen (14) business days after the HPTA's receipt of written notice of such Event of Default from the Village Manager, or his/her designee, then the Village shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

i. Demand for Cure. The Village may demand the HPTA, within a reasonable time, to complete or correct all or any part of the issues identified in the Event of Default; and to take any or all other action necessary to bring the HPTA and the issues identified into compliance with this Agreement, including but not limited to the Village curing the default and billing the HPTA for the costs to cure the default within a reasonable time after the HPTA fails to cure the default or indicates its unwillingness to cure the default.

~~ii. Termination of Agreement by Village. The Village may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement after the effective date of termination.~~

~~ii. Withholding of Payment by Village. The Village may withhold from any payment, whether or not previously approved, or may recover from the HPTA, any costs directly incurred by the Village as the result of any Event of Default by the HPTA.~~

~~d. If the HPTA fails to cure any such default within thirty (30) days after the HPTA's receipt of written notice of such Event of Default from the Village Manager, or his/her designee, then the Village may terminate this Agreement without liability for further payment of amounts due by the Village under this Agreement.~~

~~iii.~~

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5. **Termination for cause (Default) by Village** – This Agreement and the Recreational License may also be terminated by the HPTA upon default by the Village pursuant to the following terms:

a. The Village shall be found in default if the Village:

- i. 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 Village, and the Village does not provide adequate assurance of future performance

- in accordance with the Agreement within fourteen (14) days of receipt of a request for assurance from the HPTA;
- ii. repeatedly fails to procure or provide funding as required by this Agreement;
 - iii. repeatedly fails to carry out the terms of the Agreement;
 - iv. engages in a pattern of intentional acts that materially negatively impact the success of the Agreement.
- b. If the Village is in default, as that term is described above, the HPTA shall deliver a written notice of such Event of Default to the Village.
- c. If the Village fails to cure any such default within fourteen (14) business days after the Village's receipt of written notice of such Event of Default from the HPTA, then the HPTA shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:
- i. Demand for Cure. The HPTA may demand that the Village, within a reasonable time, to complete or correct the issues identified in the Event of Default; and to take any or all other action necessary to bring the Village into compliance with this Agreement.
 - ii. Termination of Agreement by HPTA. The HPTA may terminate the Services and this Agreement without liability for further payment of amounts due or to become due under this Agreement after the effective date of termination.
 - iii. Withholding of Payment by HPTA. The HPTA may withhold from any amounts due or to become due under this Agreement, or may recover from the Village, any costs directly incurred by the HPTA as the result of any Event of Default by the Village.

6. Post-Termination Amounts Due and Owing.

- a. If the Village terminates the Agreement during renovation and expansion of the Paddle Tennis Facilities, then upon receipt of notice of termination, HPTA shall identify in writing all renovation and expansion activities completed prior to termination of the Agreement. Within fourteen (14) days, HPTA shall also identify in writing all renovation and expansion activities that must still be completed after termination. The Village shall only pay for necessary and reasonable costs, identified by HPTA and pre-approved by the Village, associated with this Agreement and its termination. HPTA shall not be entitled to any claim for lost profits due to the termination of the Agreement by the Village. If the Village has advanced any funds to the HPTA for the renovation and expansion of the Paddle Tennis Facilities, and such funds remained unencumbered following termination, said funds shall be identified in the fourteen (14) day writing and returned to the Village.

b. If the HPTA terminates the Agreement, or if the Village terminates the Agreement after renovation and expansion of the Paddle Tennis Facilities, any remaining amounts to be paid by the HPTA to the Village pursuant to this Agreement shall become due as follows:

i. If the HPTA terminates pursuant to Section 3 (Termination – no cause) above, then the amounts shall become due within ninety (90) days of the Village's receipt of the HPTA's one hundred eighty (180) day notice.

ii. If the Village terminates pursuant to Section 4 (Termination for cause (Default) by HPTA), then the amounts due shall be paid by HPTA within ninety (90) days of the HPTA's receipt of the Village's notice of default.

~~ii-iii.~~ If the HPTA terminates pursuant to Section 5 (Termination for cause (Default) by Village), then the amounts due shall be paid by HPTA pursuant to the then current schedule and timelines under this Agreement.

~~iii-iv.~~ Any amounts due under subparagraphs 6(b)(i), ~~or (ii), or (iii)~~ above shall be limited to the cash and other assets held by the HPTA.

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7. **Terms and Conditions** – Except as otherwise stated, the following Terms and Conditions shall apply to the Parties:

a. The term of this Agreement shall be for approximately eight (8) years, and shall commence on the date of the Agreement and shall, unless terminated earlier by the Parties, automatically expire at 12:00 midnight on April 1, 2027.

b. Design and approval requirements.

i. The HPTA shall prepare preliminary design drawings and renderings for the renovation and expansion of the Paddle Tennis Facilities for approval by the Village Board.

ii. The HPTA shall prepare, or cause to be prepared, design drawings and structural and engineering plans and specifications for the renovation and expansion of the Paddle Tennis Facilities (“Drawings, Plans and Specifications”), and submit such design Drawings, Plans and Specifications to the Village for approval.

- iii. The HPTA will be solely responsible for payment of any salaries, fees, charges and costs for its employees, contractors or agents reasonably related to design work on the Paddle Tennis Facilities leading up to and including the Final Design Plans (it being understood that the HPTA will pay all such costs and fees using those funds provided by the Village under this Agreement).
- iv. The HPTA represents and warrants that the engineers, architects, contractors it engages to design the Paddle Tennis Facilities have provided the Village with current licenses and credentials by any applicable legal authority, including the Village of Hinsdale, DuPage County, Cook County, the State of Illinois, and the United States of America, or any related sub-organizations, agencies or regulatory bodies of these authorities. Additionally, the HPTA represents and warrants that it has no reason to believe that the engineers, architects, contractors it engages to design the Paddle Tennis Facilities will not perform to the best practices of the industry.
- v. The HPTA shall work cooperatively with the Village on timing issues related to the design of the Paddle Tennis Facilities to ensure that the development of the Paddle Tennis Facilities may occur in a manner that does not cause undue delays for either Party.
- vi. The HPTA shall provide the Village with final "As Built" drawings upon completion of the Paddle Tennis Facilities.
- vii. If mutually agreeable and if timeline not progressing, the Village may, at its option, assume the obligations of HPTA as set forth above, relative to preparing, or causing to be prepared, design drawings and structural and engineering plans and (the "Drawings, Plans and Specifications"). Should the Village desire to exercise its option to assume the obligations, it shall advise the HPTA in writing of its decision to do so.
- viii. Within thirty (30) days of submittal of the Drawings, Plans and Specifications, the Village shall provide approval or comments to the HPTA. If the Village provides comments, the Village shall provide approval of the revised Drawings, Plans and Specifications within thirty (30) days of receipt of the resubmitted documents, should all comments have been adequately addressed. The Village's approval of the Drawings, Plans and Specifications shall not be unreasonably withheld once determined to be code compliant.
- ix. Village approval of the Drawings, Plans and Specifications is a necessary prerequisite to the initiation of any bidding or construction work to which the Drawings, Plans and Specifications pertain.
- x. After Village approval of the Final Design Plans, but prior to Construction, should the HPTA or its contractors or engineers dispute any aspect of the Final Design Plans, it shall notify the Village in writing within ten (10) days. In such instance, the Parties and their respective

consultants will work together to reach a reasonable compromise that respects the initial scope of the Project. If such conflict cannot be resolved by the Parties in a timely manner relative to the scope of the Project timeline, then the Village Manager shall have the sole authority to reasonably resolve the design conflict. Any such decision by the Village Manager shall not prevent either Party from enforcing its rights or seeking any remedies otherwise provided in this Agreement.

- xi. The Parties agree that the Village should not be held solely liable for any latent defects in the Final Design Plans relied upon by the Parties. Additionally, the HPTA expressly states that it stands in the same position as the Village in determining the viability of the Final Design Plans. As such, the Village and the HPTA will respectively hold each other harmless from any claim, lawsuit or award of damages related to the Final Design Plans, unless the claim, lawsuit or award of damages relates solely to the acts, omissions or negligence of the other Party.

c. Bidding and contracting requirements.

- i. The Village shall bid the renovation and expansion of the Paddle Tennis Facilities pursuant to all applicable laws, ordinances, and policies, including but not limited to the Village's Purchasing Manual.
- ii. The HPTA shall appoint one (1) person to act as its representative to assist Village staff in the evaluation and selection of the general contractor.
- iii. The Village shall execute all contracts for the renovation and expansion of the Paddle Tennis Facilities.
- iv. The HPTA shall supervise all construction on the renovation and expansion of the Paddle Tennis Facilities, subject to the reasonable approval of the Village and in consultation with the Village.
- v. The renovation and expansion of the Paddle Tennis Facilities is subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.), and all bid solicitations for bids, and contracts, related to the construction of the Project, shall require conformance with the Act.

d. Zoning requirements.

- i. The Village's Zoning Ordinance shall apply to the Paddle Tennis Facilities.
- ii. Should the HPTA or the Village seek any relief, if necessary, from the Village's Zoning Ordinance, said relief shall be addressed separately from this Agreement. The HPTA or the Village shall follow all applicable relief provisions of the Zoning Ordinance. This Agreement shall not be binding on any future decision by any appointed or elected board, including the Village Board of Trustees. In any potential petition or application for zoning relief, the HPTA or the Village may reference this Agreement.

Relief shall be defined as including but not limited to, special use, conditional use, text amendments, and map amendments.

e. Construction requirements.

- i. Permits and inspections. The HPTA must obtain any and all necessary Village construction permits and inspections throughout the course of this Agreement. The Village shall waive the costs of any Village construction permits. Any third-party costs shall be considered part of the project and not eligible for a waiver.
- ii. Construction. The HPTA shall construct the renovation and expansion of the Paddle Tennis Facilities in a good and workmanlike manner, in accordance with the Drawings, Plans and Specifications approved by the Parties, and said Drawings, Plans and Specifications are incorporated herein by reference.
- iii. Construction Schedule. The HPTA shall provide the Village with a construction schedule prior to commencing construction, and shall provide the Village with weekly updates to same in order to keep the Village apprised of construction progress.
- iv. Change Orders. No material change orders or material changes to the scope or nature of the work to be performed by contractors working on the renovation and expansion of the Paddle Tennis Facilities shall occur without notification to, and review and approval in writing by, the Village. The Village shall provide approval or comments on such change orders within five (5) business days of submission by HPTA. A change is "material" if the change is in excess of Five Thousand and 00/100 Dollars (\$5,000.00) or if the change is to the exterior appearance of the building or any change that will cause the cost of the project to exceed Four Hundred Thousand and 00/100 Dollars (\$400,000.00). The provisions of 720 ILCS 5/33E-9 and the Village's Purchasing Policy as it relates to change orders shall apply.
- v. Village Representation at Meetings. The HPTA acknowledges and agrees to invite the Village's Representative to any and all meetings regarding material decisions that impact the renovation and expansion of the Paddle Tennis Facilities budget and schedule. The HPTA shall provide at least 48 hours notice of any such meeting to the Village and its Representative. No material decisions will be made either on an administrative or HPTA level on any schedule adjustments that impact the Village without written notice and consent by the Village, which consent shall not be unreasonably withheld.
- vi. Final Completion of Construction. The HPTA shall complete performance of the renovation and expansion of the Paddle Tennis Facilities to the commercially reasonable satisfaction of the Village according to the terms of this Agreement, the Final Design Plans,

applicable Village Zoning Code or Municipal Code provisions, any applicable building code provisions, or any other applicable county, state or federal statute or regulation. If the immediately preceding terms, statutes and regulations have been met, satisfied or completed, the HPTA shall have reached "Final Completion." Final Completion shall not be reached unless the Village expresses in writing that the HPTA has met the necessary terms. The Village Manager shall have the sole authority to determine whether the HPTA has met these terms and whether the construction of the renovation and expansion of the Paddle Tennis Facilities has reached Final Completion, or whether the HPTA must perform additional work to be in compliance with the Final Design Plans, the Agreement, applicable Village Zoning Code or Municipal Code provisions, any applicable building code provisions, or any other applicable county, state or federal statute or regulation. In the event the parties disagree over whether the HPTA has met its obligations set forth in this paragraph, then a third party will mediate the dispute. The Parties agree to utilize the services of a neutral mediator for such mediation, in order to facilitate a mutually agreeable and realistic resolution of any such dispute in a manner that does not delay the Project. The Parties further agree that the cost of mediation shall be shared evenly between the Parties. The HPTA shall be solely responsible for payment of any additional work caused by its own acts or negligence, and any such additional work attributable to the HPTA or its contractors, employees or agents shall not be subject to reimbursement by the Village as otherwise provided in this Agreement. Any such determination by the Village Manager shall not prevent either Party from enforcing its rights or seeking any remedies otherwise provided in this Agreement.

- vii. Warranty of Work of Quality of Contractors, Employees, and Agents. The Parties represent and warrant that the contractors either engages to perform the renovation and expansion of the Paddle Tennis Facilities have provided the HPTA and the Village with all current licenses and credentials by any applicable legal authority, including the Village of Hinsdale, DuPage County, Cook County, the State of Illinois, and the United States of America, or any related sub-organizations, agencies or regulatory bodies of these authorities. Additionally, the Parties represent and warrant that it has no reason to believe that the contractors either engages to perform the renovation and expansion of the Paddle Tennis Facilities will not perform to the best practices of the industry.
- viii. Nondiscrimination. The Parties, and any contractors or subcontractors hired by either Party, shall comply with the terms and procedures of all applicable state, federal and local statutes, regulations and ordinances pertaining to nondiscrimination in employment, to the extent required by these laws. The Parties, and any of contractors or subcontractors hired by either Party, shall abide by the requirements of the Illinois Human Rights Act, 775 ILCS 10/0.01 et.seq., and the Parties agree as follows: That it will not discriminate against any contractor, subcontractor, potential contractor, potential subcontractor, employee or applicant for employment because of race, color, religion, sex, marital status, national origin or

ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

- ix. The Parties further agree to contractually require all of its contractors and subcontractors to abide by the same non-discrimination standards.
 - x. Periodic Inspections. The HPTA shall allow the Village to conduct site inspections at the Paddle Tennis Facilities at any time during reasonable business hours during the time period when construction of the Paddle Tennis Facilities is being performed. Notwithstanding the foregoing, except in the case of emergencies, no inspections shall take place without the HPTA or its agent being present.
 - xi. Construction Related Dispute. After commencement of Construction by the Parties, should the Village or its staff dispute any aspect of the Construction, including any disputes related to budgetary matters or change orders, it shall notify the HPTA in writing as soon as is practicable. In such instance, the Parties and their respective consultants will work together to form a reasonable compromise that respects the initial scope of the Project. If such conflict cannot be resolved by the Parties in a timely manner relative to the scope of the Project timeline, then the Village Manager shall have the sole authority to reasonably resolve the Construction conflict. Any such decision by the Village Manager shall not prevent either Party from enforcing its rights or seeking any remedies otherwise provided in this Agreement.
 - xii. As-Built Drawings. Upon the completion of the renovation and expansion of the Paddle Tennis Facilities, the HPTA shall provide the Village with a full sized set (24" x 36"), unbounded on vellum, of "As-Built" drawings for the renovation and expansion of the Paddle Tennis Facilities. The drawings shall be affixed with the "As-Built" printed mark and must be signed by both the HPTA's engineer and the general contractor.
- f. The Village shall provide, by way of financing to HPTA, up to Four Hundred Thousand and 00/100 dollars (\$400,000.00) to renovate and expand the Paddle Tennis Facility. The Village shall make this financing available as design and construction expenses are incurred and approved subject to Section 7.i., subject to a cumulative maximum of \$200,000 (through December 31, 2019 and \$400,000 through December 31, 2020. If expenses are incurred in excess of \$200,000 through December 31, 2019, these expenses can be reimbursed in the next fiscal year. After completion of the project, 90% of the financing amount shall be repaid to the Village pursuant to the terms of this Agreement.
- g. The Village shall not provide any amount in excess of Four Hundred Thousand and 00/100 Dollars (\$400,000.00) towards financing the renovation and expansion of the Paddle Tennis Facilities.
- h. Should it appear that the cost of the renovation and expansion may exceed Four Hundred Thousand and 00/100 Dollars (\$400,000.00), HPTA shall be responsible to pay the full cost of the amount in excess of Four Hundred Thousand and

00/100 Dollars (\$400,000.00). If the HPTA does not have sufficient funds to pay the full cost of the amount in excess of Four Hundred Thousand and 00/100 Dollars (\$400,000.00), the Parties may agree that the Village will pay said costs, pursuant to the HPTA paying back the Village within 120 days.

- i. Upon receipt of a request for reimbursement from the HPTA for a construction related expenditure, within fifteen (15) days the Village Manager shall cause a review to be performed of the invoice in order to verify that the invoiced costs are costs covered by this Agreement, and include sufficient detail to allow the Village to verify performance of the renovation and expansion of the Paddle Tennis Facilities work completed. The Village Manager may request such additional documentation from the contractor and/or the HPTA as is necessary to make such a determination. No reimbursements shall be approved by the Village without compliance by the HPTA and its contractor with the requirements of this Agreement and resulting approval by the Village Manager. Such approval shall not be unreasonably withheld. Following Village approval of a particular invoice, the Village shall, within thirty (30) days of approval of an invoice, disburse funds to the HPTA in the amount of the approved invoice
- j. The Parties agree that all actions and efforts should be made to ensure the renovation and expansion of the Paddle Tennis Facilities will be completed by September 30, 2020.
- k. Each year, in years two (2) through eight (8) of the Agreement, the HPTA shall make an annual payment on or before April 1 equal to one-seventh (1/7) of ninety percent (90%) of the cost to renovate and expand the Paddle Tennis Facilities.
- l. The Village shall subsidize the operating expenditures of the HPTA with an annual payment to the HPTA of Thirty Thousand and 00/100 Dollars (\$30,000.00) (the "Village Annual Payment") that shall be reduced by a credit of Five Thousand Five Hundred and 00/100 Dollars (\$5,500.00) for the HPTA's share of the cost of utilities that are paid for by the Village, for a net payment of Twenty-Four Thousand Five Hundred and 00/100 Dollars (\$24,500.00) which shall be due on or before January 1 of each year of the Agreement. Beginning in Year 2 of this Agreement or at any time thereafter, the Village reserves the right to amend the amount of the utility credit in this Section, should the Village provide reasonably reliable documentation showing that the utility charges of the renovated and expanded Paddle Tennis Facility have increased.
- m. Beginning in 2020, on or before April 1 of each year of this Agreement, the Parties will each individually deposit a minimum of Seven Thousand Five Hundred and 00/100 Dollars (\$7,500.00) into a separate bank capital reserve account that will be established as a capital reserve account held by an agreed upon banking institution or third party to act as an escrow agent to fund capital expenditures or major operational repairs related to the normal use of the Paddle Tennis Facilities by the HPTA, its members, guests, or the Village. The Village shall direct that Seven Thousand Five Hundred and 00/100 Dollars (\$7,500.00) of the Village's net Annual Payment of \$24,500 into the capital reserve bank account each year, thereby satisfying the Village's minimum annual payment obligation under this subparagraph. The capital reserve bank account shall be

established jointly in the name of HPTA and the Village, with the President and Treasurer of HPTA and the Village Manager and Village Treasurer of the Village listed as authorized signers on the account, with bank statements being provided monthly to both Parties. The Village shall direct that Seven Thousand Five Hundred and 00/100 Dollars (\$7,500.00) of the Village's net Annual Payment of \$24,500 into the capital reserve account each year, thereby satisfying the Village's minimum annual payment obligation under this subparagraph. A capital expenditure/major operational repair is an expenditure over Ten Thousand and 00/100 Dollars (\$10,000.00) or a lesser amount only if agreed to by both Parties in advance of expenditure. - Either Party may withdraw funds from the capital reserve account to fund capital expenditures or major operational repairs contemplated by this paragraph, provided that the withdrawing Party shall be required to provide notice and supporting documentation to the other Party at least three business days prior to withdrawing funds. A Party's obligations under this subparagraph will be deemed satisfied if at any time its unspent contributions to the capital reserve account reach Fifty-Two Thousand Five Hundred and 00/100 Dollars (\$52,500.00). Any amounts not spent within the Fiscal Year shall roll over to the following Fiscal Year. The agreed-upon banking institution or third party acting as an escrow agent will provide capital account statements to the Parties each month, or otherwise upon a Party's request. Upon expiration of this Agreement, any funds remaining in the capital account will be split and returned to the Parties in equal amounts.

- n. All other costs of operating the Paddle Tennis Facilities, except for utilities and capital expenditures jointly agreed to, shall be paid for by HPTA.
- o. Should any capital expenditure result in a deficit in HPTA's share of the capital reserve, HPTA will have two (2) years to cure such deficiency, over and above its minimum deposit of Seven Thousand Five Hundred and 00/100 Dollars (\$7,500.00).
- p. The Village shall pay the cost to resurface the courts at the Paddle Tennis Facilities in advance of the 2019 – 2020 season (approximate cost of \$37,000).
- q. Insured Events. For any damage caused to the Paddle Tennis Facilities that is not related to the normal use of the Paddle Tennis Facilities by the HPTA, its members, guests, or the Village, for example, in the case of vandalism or weather, then the HPTA shall be responsible to pay for one half of the first Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) of said damage, per event, and the Village shall be responsible for all other costs that exceed Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) per event. It is expected that in the case of an Insured Event, that the Village will file a claim with its insurer, and that the HPTA will pay one half of the first \$2,500 of the deductible amount (one half of Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00)) and any deductible costs above this amount will be borne by the Village.
- r. The lights on the Paddle Tennis Facilities shall operate up until 10:30 pm. The HPTA shall maintain automatic timers to ensure compliance with the lighting hours referenced in this Agreement.

- s. The operating hours of the Paddle Tennis Facilities shall be from 7:00 am until 11:30 pm (one hour after the lights must be turned off) and shall apply to the HPTA, its members and guests. As with all public property and facilities controlled by the Village, the Village shall reserve the right to amend the operating hours.
- t. The HPTA shall manage a Platform Tennis Program and shall fund all expenses associated with operations of the Platform Tennis Program and Facilities, except as otherwise stated in this Agreement. HPTA shall be responsible for responding to inquiries for all facets of the facilities and programming.
- u. The HPTA shall have the right to set schedules for all Program activities.
- v. The HPTA shall have the right to set rates, enter into agreements and collect all fees associated with the Platform Tennis Program and use of the Paddle Tennis Facilities, including, advertising and sponsorships. All seasonal membership rates for Village residents must be at least 33% lower than the rate for the equivalent membership class for non-Village resident. Guests of HPTA members shall not be permitted to use the Paddle Tennis Facilities without the presence and supervision of an HPTA member. Each HPTA member shall annually sign a form acknowledging that they have read and will abide by all of the rules of the facility, including those that related to the hours of operation, beer and wine restrictions, guest, and facility rentals. Any agreements between the HPTA and outside third parties shall not violate any laws, ordinances, rules, codes, regulations, orders, or similar requirements of any public entity having jurisdiction, including but not limited the Village Code.
- w. The HPTA shall submit a budget for the upcoming year for the Platform Tennis Program to the Village on or before April 30 of each year throughout the duration of this Agreement. At a minimum, the budget shall include a review of operating results from the past season, revenue and expense projections for the upcoming year, current and projected cash balances, and a detailed listing of any requested capital expenditures or major repairs for the upcoming year for purposes of discussion with the Village as required in this Agreement.
- x. The Parties shall meet as needed, but at least semi-annually, in May and November each year, to review the Platform Tennis Program throughout the duration of this Agreement.
- y. The Village shall have the right to inspect the HPTA's books and records semi-annually throughout the duration of this Agreement. The HPTA will make these books and records available within seven (7) days of a request by the Village. The Village will not unreasonably withhold financial information from the HPTA that is generally available to the public.
- z. The Village shall not be responsible to enter into a contract for the repairs or maintenance of the Platform Tennis Facilities, except as otherwise stated in this Agreement.

- aa. In years two (2) through eight (8) of the Agreement, if Paddle Tennis Facility Courts 1 and 5 (at KLM) should need to be raised in order to improve airflow and heating issues, the Village will pay the first Thirty Thousand and 00/100 dollars (\$30,000.00) in costs, and the HPTA will pay the next Thirty Thousand and 00/100 dollars (\$30,000.00) in costs. Any additional costs shall be allocated evenly between the Parties.
 - bb. The Village will promote the HPTA programming in its regular Parks and Recreation brochures.
 - cc. This Agreement may be extended by mutual agreement of the Parties. At the commencement of Year 8, the Parties shall discuss extending the Agreement, including a review of the amount of any continued Village subsidies for the HPTA operations and the HPTA membership rates. There shall be no automatic renewal of this Agreement; however, it is the Parties' mutual, stated intent that in connection with any renewal of this Agreement, or renegotiated agreement between the Village and HPTA, the Village will not assess HPTA with a rental/license fee in excess of \$1 annually (after elimination of the Village's subsidy), provided the Program is self-funding and there are no capital expenditures outstanding.
 - dd. Prompt Payment Act. The provisions of the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 et seq. shall apply.
 - ee. Third Party Rentals. A third party rental is any non-paddle tennis use of the Platform Tennis Facilities by an HPTA member or any use by anyone who is not an HPTA member. All third party rentals shall be subject to prior approval by the Village. All applications for use by a third party shall be submitted to the Village at least ten (10) business days before the event. The Village shall approve, disapprove, or seek more information of the application for third-party use within five (5) business days of receipt.
8. **Governing Law** – This Agreement shall be governed by the laws of the State of Illinois both as to interpretation and performance. Venue for any action shall be in the DuPage County Circuit Court.
9. **Consumption of Beer and Wine at Paddle Tennis Facilities** - The parties agree, pursuant to Section 3-3-26 of the Village Code:
- a. that the Paddle Tennis Facilities include an enclosed structure, commonly referred to as "the hut;"
 - b. that this enclosed structure belongs to the Village;
 - c. that this enclosed structure is under the control of the Village;
 - d. that this Agreement includes a license agreement provision to the HPTA for use of the enclosed structure for private personal use;

- e. that the HPTA may permit its members to bring their own beer or wine ("BYOB") to the enclosed structure for personal consumption in conjunction with paddle tennis and paddle tennis competitions but not in conjunction with any other social event hosted by the HPTA, a member of the HPTA, or guests of the HPTA;
- f. beer or wine shall not be offered for sale to members of the HPTA, guests of members of the HPTA, or the general public;
- g. consumption of beer and wine is restricted to the interior of the enclosed structure, all outdoor consumption of beer and wine is prohibited;
- h. that the members and their guests may only consume beer or wine within the following operating hours:
 - i. 11:00 am until 10:30 pm Sunday to Thursday
 - ii. 11:00 am until 11:30 pm Friday and Saturday
- i. only a caterer approved pursuant to Section 3-3-26 and Section 3-9-1 et seq of the Village Code may be utilized to provide beer or wine for third party rentals with prior Village approval, or for non-paddle tennis social events hosted by the HPTA, a member of the HPTA, or guests of the HPTA;
- j. the provisions of the Village's Liquor Code, including but not limited to the penalties or restrictions normally available to the Village and the Village's Liquor Commissioner shall apply; the Village shall reserve the right to restrict, suspend the use of beer and wine at the Paddle Tennis Facilities;
- k. the HPTA shall comply with all other applicable federal, state, county and Village laws, rules and regulations that apply to the sale, distribution, and consumption of alcohol.

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

11. **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 addresses listed below:

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

Marty Brennan, President
 Hinsdale Platform Tennis Association
 4516 Woodland
 Western Springs, IL 60558

12. **Compliance with Laws** - The Parties shall comply with all federal, state, county and municipal laws, rules and regulations that apply to the performance of each party's respective obligations under this Agreement.

13. **Assignment** - Neither Party shall assign this Agreement without the other Party's prior written consent, which may be withheld. Any such assignment without the other Party's prior written consent shall be void. The Village may perform its maintenance and other obligations hereunder either with its own employees or, in the sole discretion of the Village, through a third-party contractor of its choosing.
14. **Village Consents, Approvals and Cooperation.** Except as otherwise provided herein, whenever the consent, approval or cooperation of the Village, or of any of its employees, consultants, attorneys, agents or representatives, is required to be given or rendered under the provisions of this Agreement or otherwise, the same shall not be unreasonably withheld, delayed or conditioned.
15. **No Implied Waiver of Village Rights.** The Village shall be under no obligation to exercise rights granted to it in this Agreement except as it shall determine to be in its best interest from time to time. Except to the extent embodied in a duly authorized and written waiver of the Village, no failure to exercise at any time any right granted herein to the Village shall be construed as a waiver of that or any other right.
16. **Time of Essence.** Time is of the essence in the performance of all terms and provisions of this Agreement.
17. **No Third Party Beneficiaries** - Nothing in this Agreement shall be deemed to create any right of any kind in any third party, including but not limited to, the contractors working on the Paddle Tennis Facilities, the individual members of the HPTA, or any other consultants of the Parties. Nothing in this Agreement shall be deemed to create any liability by the Village for the debts and obligations of the HPTA.
18. **Authority to Execute.** The Parties hereby acknowledge and agree that all required notices, meetings, and hearings have been properly given and held by the Village with respect to the approval of this Agreement and agree not to challenge the legality or enforceability of this Agreement or any of the obligations created by it on the grounds of any procedural or substantive infirmity or any denial of any procedural or substantive right. The Village hereby warrants and represents to the HPTA that the persons executing this Agreement on its behalf have been properly authorized to do so by the Corporate Authorities. The HPTA represents that: (1) the HPTA has the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth herein, (2) all legal actions needed to authorize the HPTA's execution, delivery, and performance of this Agreement have been taken, and (3) neither the execution of this Agreement nor the performance of the obligations assumed by the HPTA hereunder will (i) result in a breach or default under any agreement to which the HPTA is a party or to which the HPTA or the Property is bound or (ii) to the HPTA's knowledge, violate any statute, law, restriction, court order or agreement to which the School or the Property is subject.
19. **Waiver Of Personal Liability** - No official, employee, or agent of either party to this Agreement shall be charged personally by the other party with any liability or expenses of defense incurred as a result of the exercise of any rights, privileges, or authority granted herein, nor shall he or she be held personally liable under any term or provision

of this Agreement, or because of a party's execution or attempted execution of this Agreement, or because of any breach of this Agreement.

20. **No Waiver** - Failure of any Party to this Agreement to insist upon the strict and prompt performance of the terms, covenants, agreements and/or conditions set forth herein, or any of them, upon any other Party imposed, shall not constitute or otherwise be construed as a waiver or relinquishment of any Party's right thereafter to enforce any such term, covenant, agreement and/or condition, but the same shall continue in full force and effect.

21. 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 attorneys fees that any of the indemnitees may incur, which arise out of, result from, or occur in connection with HPTAs performance and or breach of any of HPTAs duties under this Agreement, or any other act or omission of HPTA that relates in any way to this Agreement, or to HPTAs use of the Paddle Tennis Facilities. This duty to indemnify shall survive expiration or termination of this Agreement for any and all losses, injuries, claims, causes of action, demands, liabilities, damages, expenses, costs, and attorneys fees that any of the indemnitees may incur during the term of the Agreement but are filed after the expiration of the Agreement.

The Village shall indemnify and hold the HPTA, its 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 attorneys fees that any of the indemnitees may incur, which arise out of, result from, or occur in connection with Village's performance and or breach of any of Village's duties under this Agreement, or any other act or omission of the Village that relates in any way to this Agreement, or to the Village's or the public's (not an HPTA member, or an HPTA member's guest, anyone under the supervision of the HPTA organization, or an entity under contract with the HPTA) use of the Paddle Tennis Facilities. This duty to indemnify shall survive expiration or termination of this Agreement for any and all losses, injuries, claims, causes of action, demands, liabilities, damages, expenses, costs, and attorneys fees that any of the indemnitees may incur during the term of the Agreement but are filed after the expiration of the Agreement.

The Village shall not pursue any claim or action, or seek any remedy from, an HPTA officer, board member, or member in their individual capacity. However, the Village reserves the right to pursue any claim or action, or seek any remedy from an HPTA officer(s), board member(s), or member(s) in their individual capacity that engaged in criminal, grossly negligent, willful and wanton, or similar actions in violation 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 C**, and shall

comply with all terms and conditions contained in **Exhibit C**, 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.
- d. **Force Majeure.** Neither party will be held responsible for failure or delay in the performance of any obligation under this Agreement, with the exception of payment obligations, if such failure or delay is due to acts of God, war, terrorism, strikes, boycotts, labor disputes, fire, or other loss of facilities, accident of any other cause beyond its control ("Force Majeure"). If the performance of any obligation under this Agreement by either party is prevented, restricted, or interfered with by reason of a Force Majeure event, the party whose performance is so affected, upon giving prompt notice to the other party, will be excused from such performance to the extent of such Force Majeure event, provided that the party so affected will take all reasonable steps to avoid or remove such causes of non-performance and will continue performance hereunder with dispatch whenever such causes are removed.

22. Integration - This Agreement represents the final and complete agreement of the Parties with respect to its subject matter. All prior communications, representations, negotiations, promises and agreements, both oral and written, are deemed merged into this Agreement, and are of no force or effect. The Parties mutually agree that as of the effective date of this Agreement, there are no prior outstanding financial obligations or amounts due or owing between them of any kind.

23. Modification - This Agreement may not be modified orally. Any modification of this Agreement must be in writing and signed by both Parties to be enforceable.

24. Form - This Agreement shall be executed by all of the Parties in identical original duplicates and each of the duplicates shall, individually and taken together, constitute one and the same Agreement.

25. No agency - This Agreement does not create a principal-agent relationship between the Parties. The Parties are independent of each other.

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

VILLAGE OF HINSDALE

HINSDALE PLATFORM TENNIS
ASSOCIATION

ATTEST:

ATTEST:

Village Clerk

Secretary

EXHIBIT A - MARCH 3, 2009 RECREATIONAL LICENSE AGREEMENT

**EXHIBIT B – RECREATIONAL LICENSE AGREEMENT-SEVENTH TERM
EXTENSION**

EXHIBIT C – INSURANCE COVERAGE 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:

- i. Commercial General Liability and Business Automobile Liability

Bodily injury/Property damage	\$1,000,000 per occurrence
	\$2,000,000 aggregate
Personal injury	\$1,000,000 per occurrence
	\$2,000,000 aggregate

- ii. 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/appointed officials, administrators, employees, attorneys, agents, and representatives as additional insured, shall expressly insure the indemnification provision in 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/Additional Insured Endorsements. Prior to the beginning of the term of this Agreement, and on or before January 1 of each year during the term of this Agreement, HPTA shall submit to the Village copies of each of HPTAs certificates of insurance/endorsements 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.

EXHIBIT D – ESTIMATED PROJECT TIMELINE

AGREEMENT

This Agreement 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 and Burns Field, which is located at 320 N. Vine Street, 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, staffed and managed by volunteers, and the Village has requested that HPTA manage the Property's Paddle Tennis Facilities (the "Paddle Tennis Facilities" or "Facilities") for the benefit of HPTA's members and guests, the Village and the general public; and
- E. The Parties have previously entered into several Recreational License Agreements, including March 3, 2009, a copy of which is attached hereto as **Exhibit A** and made a part hereof ("the Recreational License Agreement"); and
- F. The Parties have previously extended the Recreational License Agreement through June 30, 2019, most recently pursuant to a Recreational License Agreement – Seventh Term Extension, a copy of which is attached hereto as **Exhibit B** and made a part hereof; and
- G. The Paddle Tennis Facilities at the Property are in need of renovation and expansion; and
- H. The Parties desire to renovate and expand the Paddle Tennis Facilities at the Property; and
- I. The Village agrees to continue providing gas, water, telephone, and electric service to the Paddle Tennis Facilities; and
- J. The Parties intend to pursue renaming the renovated Facilities after Bill O'Brien, who has been instrumental in developing and growing paddle tennis in Hinsdale; and
- K. The Village and HPTA have agreed for HPTA to reimburse the Village for most of the costs of the renovation and expansion of the Paddle Tennis Facilities at the Property; and
- L. The HPTA and the Village have agreed, in addition to reimbursing the Village for their share of costs associated with the renovation and expansion of the Paddle Tennis Facilities at the Property, to enter into a new Recreational License Agreement that will

provide for HPTA to operate and manage the Paddle Tennis Program (“Paddle Tennis Program” or “Program”) and Facilities; and

- M. It is in the best interests of the Village and the HPTA to enter into this Agreement for the renovation, expansion, and recreational license of the Paddle Tennis Facilities at the Property; and
- N. The Parties’ mutual goal in entering into this Agreement is to have the Program and Facilities set and maintain the standard as The Premium Public Platform Tennis Program in Chicago, with a fee structure that encourages Program participation.

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 an exclusive revocable license (the “Recreational License”) to the HPTA, subject to the termination provisions of this Agreement, to run the Program and operate the Paddle Tennis Facilities for the purpose of practicing and playing paddle tennis. The HPTA expressly acknowledges that this Recreational License is not an interest in real or personal property. The 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. **Termination no cause**– This Agreement and the Recreational License may be terminated by either party at any time, for any reason, in the terminating party’s sole discretion, upon one hundred eighty (180) days written notice to the non-terminating party.
- 4. **Termination for cause (Default) by HPTA** - This Agreement and the Recreational License may also be terminated by the Village upon default by the HPTA pursuant to the following terms:
 - a. The HPTA shall be found in default if the HPTA:
 - i. 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 HPTA or for any of the HPTA’s property on account of the HPTA’s insolvency, and the HPTA or its successor in interest does not provide adequate assurance of future performance in accordance with the Agreement within fourteen (14) days of receipt of a request for assurance from the Village;
 - ii. repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, unless said failure is due to the Village not timely supplying funds as required by this Agreement;
 - iii. repeatedly fails to carry out the terms of the Agreement;

- iv. disregards laws, ordinances, rules, codes, regulations, orders or similar requirements of any public entity having jurisdiction.
 - v. engages in a pattern of intentional acts that materially negatively impact the success of the Agreement.
- b. If the HPTA is in default, as that term is described above, the Village shall deliver a written notice of such Event of Default from the Village Manager, or his/her designee to the HPTA.
- c. If the HPTA fails to cure any such default within fourteen (14) business days after the HPTA's receipt of written notice of such Event of Default from the Village Manager, or his/her designee, then the Village shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:
- i. Demand for Cure. The Village may demand the HPTA, within a reasonable time, to complete or correct all or any part of the issues identified in the Event of Default; and to take any or all other action necessary to bring the HPTA and the issues identified into compliance with this Agreement, including but not limited to the Village curing the default and billing the HPTA for the costs to cure the default within a reasonable time after the HPTA fails to cure the default or indicates its unwillingness to cure the default.
 - ii. Withholding of Payment by Village. The Village may withhold from any payment, whether or not previously approved, or may recover from the HPTA, any costs directly incurred by the Village as the result of any Event of Default by the HPTA.
- d. If the HPTA fails to cure any such default within thirty (30) days after the HPTA's receipt of written notice of such Event of Default from the Village Manager, or his/her designee, then the Village may terminate this Agreement without liability for further payment of amounts due by the Village under this Agreement.

5. **Termination for cause (Default) by Village** – This Agreement and the Recreational License may also be terminated by the HPTA upon default by the Village pursuant to the following terms:

- a. The Village shall be found in default if the Village:
 - i. 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 Village, and the Village does not provide adequate assurance of future performance in accordance with the Agreement within fourteen (14) days of receipt of a request for assurance from the HPTA;

- ii. repeatedly fails to procure or provide funding as required by this Agreement;
 - iii. repeatedly fails to carry out the terms of the Agreement;
 - iv. engages in a pattern of intentional acts that materially negatively impact the success of the Agreement.
- b. If the Village is in default, as that term is described above, the HPTA shall deliver a written notice of such Event of Default to the Village.
- c. If the Village fails to cure any such default within fourteen (14) business days after the Village's receipt of written notice of such Event of Default from the HPTA, then the HPTA shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:
 - i. Demand for Cure. The HPTA may demand that the Village, within a reasonable time, to complete or correct the issues identified in the Event of Default; and to take any or all other action necessary to bring the Village into compliance with this Agreement.
 - ii. Termination of Agreement by HPTA. The HPTA may terminate the Services and this Agreement without liability for further payment of amounts due or to become due under this Agreement after the effective date of termination.
 - iii. Withholding of Payment by HPTA. The HPTA may withhold from any amounts due, or to become due under this Agreement, or may recover from the Village, any costs directly incurred by the HPTA as the result of any Event of Default by the Village.

6. Post-Termination Amounts Due and Owing.

- a. If the Village terminates the Agreement during renovation and expansion of the Paddle Tennis Facilities, then upon receipt of notice of termination, HPTA shall identify in writing all renovation and expansion activities completed prior to termination of the Agreement. Within fourteen (14) days, HPTA shall also identify in writing all renovation and expansion activities that must still be completed after termination. The Village shall only pay for necessary and reasonable costs, identified by HPTA and pre-approved by the Village, associated with this Agreement and its termination. HPTA shall not be entitled to any claim for lost profits due to the termination of the Agreement by the Village. If the Village has advanced any funds to the HPTA for the renovation and expansion of the Paddle Tennis Facilities, and such funds remained unencumbered following termination, said funds shall be identified in the fourteen (14) day writing and returned to the Village.

b. If the HPTA terminates the Agreement, or if the Village terminates the Agreement after renovation and expansion of the Paddle Tennis Facilities, any remaining amounts to be paid by the HPTA to the Village pursuant to this Agreement shall become due as follows:

- i. If the HPTA terminates pursuant to Section 3 (Termination – no cause) above, then the amounts shall become due within ninety (90) days of the Village’s receipt of the HPTA’s one hundred eighty (180) day notice.
- ii. If the Village terminates pursuant to Section 4 (Termination for cause (Default) by HPTA), then the amounts due shall be paid by HPTA within ninety (90) days of the HPTA’s receipt of the Village’s notice of default.
- iii. If the HPTA terminates pursuant to Section 5 (Termination for cause (Default) by Village), then the amounts due shall be paid by HPTA pursuant to the then current schedule and timelines under this Agreement.
- iv. Any amounts due under subparagraphs 6(b)(i), (ii), or (iii) above shall be limited to the cash and other assets held by the HPTA.

7. Terms and Conditions – Except as otherwise stated, the following Terms and Conditions shall apply to the Parties:

- a. The term of this Agreement shall be for approximately eight (8) years, and shall commence on the date of the Agreement and shall, unless terminated earlier by the Parties, automatically expire at 12:00 midnight on April 1, 2027.
- b. Design and approval requirements.
 - i. The HPTA shall prepare preliminary design drawings and renderings for the renovation and expansion of the Paddle Tennis Facilities for approval by the Village Board.
 - ii. The HPTA shall prepare, or cause to be prepared, design drawings and structural and engineering plans and specifications for the renovation and expansion of the Paddle Tennis Facilities (“Drawings, Plans and Specifications”), and submit such design Drawings, Plans and Specifications to the Village for approval.

- iii. The HPTA will be solely responsible for payment of any salaries, fees, charges and costs for its employees, contractors or agents reasonably related to design work on the Paddle Tennis Facilities leading up to and including the Final Design Plans (it being understood that the HPTA will pay all such costs and fees using those funds provided by the Village under this Agreement).
- iv. The HPTA represents and warrants that the engineers, architects, contractors it engages to design the Paddle Tennis Facilities have provided the Village with current licenses and credentials by any applicable legal authority, including the Village of Hinsdale, DuPage County, Cook County, the State of Illinois, and the United States of America, or any related sub-organizations, agencies or regulatory bodies of these authorities. Additionally, the HPTA represents and warrants that it has no reason to believe that the engineers, architects, contractors it engages to design the Paddle Tennis Facilities will not perform to the best practices of the industry.
- v. The HPTA shall work cooperatively with the Village on timing issues related to the design of the Paddle Tennis Facilities to ensure that the development of the Paddle Tennis Facilities may occur in a manner that does not cause undue delays for either Party.
- vi. The HPTA shall provide the Village with final "As Built" drawings upon completion of the Paddle Tennis Facilities.
- vii. If mutually agreeable and if timeline not progressing, the Village may, at its option, assume the obligations of HPTA as set forth above, relative to preparing, or causing to be prepared, design drawings and structural and engineering plans and (the "Drawings, Plans and Specifications"). Should the Village desire to exercise its option to assume the obligations, it shall advise the HPTA in writing of its decision to do so.
- viii. Within thirty (30) days of submittal of the Drawings, Plans and Specifications, the Village shall provide approval or comments to the HPTA. If the Village provides comments, the Village shall provide approval of the revised Drawings, Plans and Specifications within thirty (30) days of receipt of the resubmitted documents, should all comments have been adequately addressed. The Village's approval of the Drawings, Plans and Specifications shall not be unreasonably withheld once determined to be code compliant.
- ix. Village approval of the Drawings, Plans and Specifications is a necessary prerequisite to the initiation of any bidding or construction work to which the Drawings, Plans and Specifications pertain.
- x. After Village approval of the Final Design Plans, but prior to Construction, should the HPTA or its contractors or engineers dispute any aspect of the Final Design Plans, it shall notify the Village in writing within ten (10) days. In such instance, the Parties and their respective

consultants will work together to reach a reasonable compromise that respects the initial scope of the Project. If such conflict cannot be resolved by the Parties in a timely manner relative to the scope of the Project timeline, then the Village Manager shall have the sole authority to reasonably resolve the design conflict. Any such decision by the Village Manager shall not prevent either Party from enforcing its rights or seeking any remedies otherwise provided in this Agreement.

- xi. The Parties agree that the Village should not be held solely liable for any latent defects in the Final Design Plans relied upon by the Parties. Additionally, the HPTA expressly states that it stands in the same position as the Village in determining the viability of the Final Design Plans. As such, the Village and the HPTA will respectively hold each other harmless from any claim, lawsuit or award of damages related to the Final Design Plans, unless the claim, lawsuit or award of damages relates solely to the acts, omissions or negligence of the other Party.

c. Bidding and contracting requirements.

- i. The Village shall bid the renovation and expansion of the Paddle Tennis Facilities pursuant to all applicable laws, ordinances, and policies, including but not limited to the Village's Purchasing Manual.
- ii. The HPTA shall appoint one (1) person to act as its representative to assist Village staff in the evaluation and selection of the general contractor.
- iii. The Village shall execute all contracts for the renovation and expansion of the Paddle Tennis Facilities.
- iv. The HPTA shall supervise all construction on the renovation and expansion of the Paddle Tennis Facilities, subject to the reasonable approval of the Village and in consultation with the Village.
- v. The renovation and expansion of the Paddle Tennis Facilities is subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.), and all bid solicitations for bids, and contracts, related to the construction of the Project, shall require conformance with the Act.

d. Zoning requirements.

- i. The Village's Zoning Ordinance shall apply to the Paddle Tennis Facilities.
- ii. Should the HPTA or the Village seek any relief, if necessary, from the Village's Zoning Ordinance, said relief shall be addressed separately from this Agreement. The HPTA or the Village shall follow all applicable relief provisions of the Zoning Ordinance. This Agreement shall not be binding on any future decision by any appointed or elected board, including the Village Board of Trustees. In any potential petition or application for zoning relief, the HPTA or the Village may reference this Agreement.

Relief shall be defined as including but not limited to, special use, conditional use, text amendments, and map amendments.

e. Construction requirements.

- i. Permits and inspections. The HPTA must obtain any and all necessary Village construction permits and inspections throughout the course of this Agreement. The Village shall waive the costs of any Village construction permits. Any third-party costs shall be considered part of the project and not eligible for a waiver.
- ii. Construction. The HPTA shall construct the renovation and expansion of the Paddle Tennis Facilities in a good and workmanlike manner, in accordance with the Drawings, Plans and Specifications approved by the Parties, and said Drawings, Plans and Specifications are incorporated herein by reference.
- iii. Construction Schedule. The HPTA shall provide the Village with a construction schedule prior to commencing construction, and shall provide the Village with weekly updates to same in order to keep the Village apprised of construction progress.
- iv. Change Orders. No material change orders or material changes to the scope or nature of the work to be performed by contractors working on the renovation and expansion of the Paddle Tennis Facilities shall occur without notification to, and review and approval in writing by, the Village. The Village shall provide approval or comments on such change orders within five (5) business days of submission by HPTA. A change is "material" if the change is in excess of Five Thousand and 00/100 Dollars (\$5,000.00) or if the change is to the exterior appearance of the building or any change that will cause the cost of the project to exceed Four Hundred Thousand and 00/100 Dollars (\$400,000.00). The provisions of 720 ILCS 5/33E-9 and the Village's Purchasing Policy as it relates to change orders shall apply.
- v. Village Representation at Meetings. The HPTA acknowledges and agrees to invite the Village's Representative to any and all meetings regarding material decisions that impact the renovation and expansion of the Paddle Tennis Facilities budget and schedule. The HPTA shall provide at least 48 hours notice of any such meeting to the Village and its Representative. No material decisions will be made either on an administrative or HPTA level on any schedule adjustments that impact the Village without written notice and consent by the Village, which consent shall not be unreasonably withheld.
- vi. Final Completion of Construction. The HPTA shall complete performance of the renovation and expansion of the Paddle Tennis Facilities to the commercially reasonable satisfaction of the Village according to the terms of this Agreement, the Final Design Plans,

applicable Village Zoning Code or Municipal Code provisions, any applicable building code provisions, or any other applicable county, state or federal statute or regulation. If the immediately preceding terms, statutes and regulations have been met, satisfied or completed, the HPTA shall have reached "Final Completion." Final Completion shall not be reached unless the Village expresses in writing that the HPTA has met the necessary terms. The Village Manager shall have the sole authority to determine whether the HPTA has met these terms and whether the construction of the renovation and expansion of the Paddle Tennis Facilities has reached Final Completion, or whether the HPTA must perform additional work to be in compliance with the Final Design Plans, the Agreement, applicable Village Zoning Code or Municipal Code provisions, any applicable building code provisions, or any other applicable county, state or federal statute or regulation. In the event the parties disagree over whether the HPTA has met its obligations set forth in this paragraph, then a third party will mediate the dispute. The Parties agree to utilize the services of a neutral mediator for such mediation, in order to facilitate a mutually agreeable and realistic resolution of any such dispute in a manner that does not delay the Project. The Parties further agree that the cost of mediation shall be shared evenly between the Parties. The HPTA shall be solely responsible for payment of any additional work caused by its own acts or negligence, and any such additional work attributable to the HPTA or its contractors, employees or agents shall not be subject to reimbursement by the Village as otherwise provided in this Agreement. Any such determination by the Village Manager shall not prevent either Party from enforcing its rights or seeking any remedies otherwise provided in this Agreement.

- vii. Warranty of Work of Quality of Contractors, Employees, and Agents. The Parties represent and warrant that the contractors either engages to perform the renovation and expansion of the Paddle Tennis Facilities have provided the HPTA and the Village with all current licenses and credentials by any applicable legal authority, including the Village of Hinsdale, DuPage County, Cook County, the State of Illinois, and the United States of America, or any related sub-organizations, agencies or regulatory bodies of these authorities. Additionally, the Parties represent and warrant that it has no reason to believe that the contractors either engages to perform the renovation and expansion of the Paddle Tennis Facilities will not perform to the best practices of the industry.
- viii. Nondiscrimination. The Parties, and any contractors or subcontractors hired by either Party, shall comply with the terms and procedures of all applicable state, federal and local statutes, regulations and ordinances pertaining to nondiscrimination in employment, to the extent required by these laws. The Parties, and any of contractors or subcontractors hired by either Party, shall abide by the requirements of the Illinois Human Rights Act, 775 ILCS 10/0.01 et.seq., and the Parties agree as follows: That it will not discriminate against any contractor, subcontractor, potential contractor, potential subcontractor, employee or applicant for employment because of race, color, religion, sex, marital status, national origin or

ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

- ix. The Parties further agree to contractually require all of its contractors and subcontractors to abide by the same non-discrimination standards.
 - x. Periodic Inspections. The HPTA shall allow the Village to conduct site inspections at the Paddle Tennis Facilities at any time during reasonable business hours during the time period when construction of the Paddle Tennis Facilities is being performed. Notwithstanding the foregoing, except in the case of emergencies, no inspections shall take place without the HPTA or its agent being present.
 - xi. Construction Related Dispute. After commencement of Construction by the Parties, should the Village or its staff dispute any aspect of the Construction, including any disputes related to budgetary matters or change orders, it shall notify the HPTA in writing as soon as is practicable. In such instance, the Parties and their respective consultants will work together to form a reasonable compromise that respects the initial scope of the Project. If such conflict cannot be resolved by the Parties in a timely manner relative to the scope of the Project timeline, then the Village Manager shall have the sole authority to reasonably resolve the Construction conflict. Any such decision by the Village Manager shall not prevent either Party from enforcing its rights or seeking any remedies otherwise provided in this Agreement.
 - xii. As-Built Drawings. Upon the completion of the renovation and expansion of the Paddle Tennis Facilities, the HPTA shall provide the Village with a full sized set (24" x 36"), unbounded on vellum, of "As-Built" drawings for the renovation and expansion of the Paddle Tennis Facilities. The drawings shall be affixed with the "As-Built" printed mark and must be signed by both the HPTA's engineer and the general contractor.
- f. The Village shall provide, by way of financing to HPTA, up to Four Hundred Thousand and 00/100 dollars (\$400,000.00) to renovate and expand the Paddle Tennis Facility. The Village shall make this financing available as design and construction expenses are incurred and approved subject to Section 7.i., subject to a cumulative maximum of \$200,000 (through December 31, 2019 and \$400,000 through December 31, 2020. If expenses are incurred in excess of \$200,000 through December 31, 2019, these expenses can be reimbursed in the next fiscal year. After completion of the project, 90% of the financing amount shall be repaid to the Village pursuant to the terms of this Agreement.
 - g. The Village shall not provide any amount in excess of Four Hundred Thousand and 00/100 Dollars (\$400,000.00) towards financing the renovation and expansion of the Paddle Tennis Facilities.
 - h. Should it appear that the cost of the renovation and expansion may exceed Four Hundred Thousand and 00/100 Dollars (\$400,000.00), HPTA shall be responsible to pay the full cost of the amount in excess of Four Hundred Thousand and

00/100 Dollars (\$400,000.00). If the HPTA does not have sufficient funds to pay the full cost of the amount in excess of Four Hundred Thousand and 00/100 Dollars (\$400,000.00), the Parties may agree that the Village will pay said costs, pursuant to the HPTA paying back the Village within 120 days.

- i. Upon receipt of a request for reimbursement from the HPTA for a construction related expenditure, within fifteen (15) days the Village Manager shall cause a review to be performed of the invoice in order to verify that the invoiced costs are costs covered by this Agreement, and include sufficient detail to allow the Village to verify performance of the renovation and expansion of the Paddle Tennis Facilities work completed. The Village Manager may request such additional documentation from the contractor and/or the HPTA as is necessary to make such a determination. No reimbursements shall be approved by the Village without compliance by the HPTA and its contractor with the requirements of this Agreement and resulting approval by the Village Manager. Such approval shall not be unreasonably withheld. Following Village approval of a particular invoice, the Village shall, within thirty (30) days of approval of an invoice, disburse funds to the HPTA in the amount of the approved invoice
- j. The Parties agree that all actions and efforts should be made to ensure the renovation and expansion of the Paddle Tennis Facilities will be completed by September 30, 2020.
- k. Each year, in years two (2) through eight (8) of the Agreement, the HPTA shall make an annual payment on or before April 1 equal to one-seventh (1/7) of ninety percent (90%) of the cost to renovate and expand the Paddle Tennis Facilities.
- l. The Village shall subsidize the operating expenditures of the HPTA with an annual payment to the HPTA of Thirty Thousand and 00/100 Dollars (\$30,000.00) (the "Village Annual Payment") that shall be reduced by a credit of Five Thousand Five Hundred and 00/100 Dollars (\$5,500.00) for the HPTA's share of the cost of utilities that are paid for by the Village, for a net payment of Twenty-Four Thousand Five Hundred and 00/100 Dollars (\$24,500.00) which shall be due on or before January 1 of each year of the Agreement. Beginning in Year 2 of this Agreement or at any time thereafter, the Village reserves the right to amend the amount of the utility credit in this Section, should the Village provide reasonably reliable documentation showing that the utility charges of the renovated and expanded Paddle Tennis Facility have increased.
- m. Beginning in 2020, on or before April 1 of each year of this Agreement, the Parties will each individually deposit a minimum of Seven Thousand Five Hundred and 00/100 Dollars (\$7,500.00) into a separate bank account that will be established as a capital reserve account to fund capital expenditures or major operational repairs related to the normal use of the Paddle Tennis Facilities by the HPTA, its members, guests, or the Village. The Village shall direct that Seven Thousand Five Hundred and 00/100 Dollars (\$7,500.00) of the Village's net Annual Payment of \$24,500 into the capital reserve bank account each year, thereby satisfying the Village's minimum annual payment obligation under this subparagraph. The capital reserve bank account shall be established jointly in the name of HPTA and the Village, with the President and Treasurer of HPTA and

the Village Manager and Village Treasurer of the Village listed as authorized signers on the account, with bank statements being provided monthly to both Parties. A capital expenditure/major operational repair is an expenditure over Ten Thousand and 00/100 Dollars (\$10,000.00) or a lesser amount only if agreed to by both Parties in advance of expenditure. Either Party may withdraw funds from the capital reserve account to fund capital expenditures or major operational repairs contemplated by this paragraph, provided that the withdrawing Party shall be required to provide notice and supporting documentation to the other Party at least three business days prior to withdrawing funds. A Party's obligations under this subparagraph will be deemed satisfied if at any time its unspent contributions to the capital reserve account reach Fifty-Two Thousand Five Hundred and 00/100 Dollars (\$52,500.00). Any amounts not spent within the Fiscal Year shall roll over to the following Fiscal Year. Upon expiration of this Agreement, any funds remaining in the capital account will be split and returned to the Parties in equal amounts.

- n. All other costs of operating the Paddle Tennis Facilities, except for utilities and capital expenditures jointly agreed to, shall be paid for by HPTA.
- o. Should any capital expenditure result in a deficit in HPTA's share of the capital reserve, HPTA will have two (2) years to cure such deficiency, over and above its minimum deposit of Seven Thousand Five Hundred and 00/100 Dollars (\$7,500.00).
- p. The Village shall pay the cost to resurface the courts at the Paddle Tennis Facilities in advance of the 2019 – 2020 season (approximate cost of \$37,000).
- q. Insured Events. For any damage caused to the Paddle Tennis Facilities that is not related to the normal use of the Paddle Tennis Facilities by the HPTA, its members, guests, or the Village, for example, in the case of vandalism or weather, then the HPTA shall be responsible to pay for one half of the first Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) of said damage, per event, and the Village shall be responsible for all other costs that exceed Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) per event. It is expected that in the case of an Insured Event, that the Village will file a claim with its insurer, and that the HPTA will pay one half of the first \$2,500 of the deductible amount (one half of Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00)) and any deductible costs above this amount will be borne by the Village.
- r. The lights on the Paddle Tennis Facilities shall operate up until 10:30 pm. The HPTA shall maintain automatic timers to ensure compliance with the lighting hours referenced in this Agreement.
- s. The operating hours of the Paddle Tennis Facilities shall be from 7:00 am until 11:30 pm (one hour after the lights must be turned off) and shall apply to the HPTA, its members and guests. As with all public property and facilities controlled by the Village, the Village shall reserve the right to amend the operating hours.

- t. The HPTA shall manage a Platform Tennis Program and shall fund all expenses associated with operations of the Platform Tennis Program and Facilities, except as otherwise stated in this Agreement. HPTA shall be responsible for responding to inquiries for all facets of the facilities and programming.
- u. The HPTA shall have the right to set schedules for all Program activities.
- v. The HPTA shall have the right to set rates, enter into agreements and collect all fees associated with the Platform Tennis Program and use of the Paddle Tennis Facilities, including, advertising and sponsorships. All seasonal membership rates for Village residents must be at least 33% lower than the rate for the equivalent membership class for non-Village resident. Guests of HPTA members shall not be permitted to use the Paddle Tennis Facilities without the presence and supervision of an HPTA member. Each HPTA member shall annually sign a form acknowledging that they have read and will abide by all of the rules of the facility, including those that related to the hours of operation, beer and wine restrictions, guest, and facility rentals. Any agreements between the HPTA and outside third parties shall not violate any laws, ordinances, rules, codes, regulations, orders, or similar requirements of any public entity having jurisdiction, including but not limited the Village Code.
- w. The HPTA shall submit a budget for the upcoming year for the Platform Tennis Program to the Village on or before April 30 of each year throughout the duration of this Agreement. At a minimum, the budget shall include a review of operating results from the past season, revenue and expense projections for the upcoming year, current and projected cash balances, and a detailed listing of any requested capital expenditures or major repairs for the upcoming year for purposes of discussion with the Village as required in this Agreement.
- x. The Parties shall meet as needed, but at least semi-annually, in May and November each year, to review the Platform Tennis Program throughout the duration of this Agreement.
- y. The Village shall have the right to inspect the HPTA's books and records semi-annually throughout the duration of this Agreement. The HPTA will make these books and records available within seven (7) days of a request by the Village. The Village will not unreasonably withhold financial information from the HPTA that is generally available to the public.
- z. The Village shall not be responsible to enter into a contract for the repairs or maintenance of the Platform Tennis Facilities, except as otherwise stated in this Agreement.
- aa. In years two (2) through eight (8) of the Agreement, if Paddle Tennis Facility Courts 1 and 5 (at KLM) should need to be raised in order to improve airflow and heating issues, the Village will pay the first Thirty Thousand and 00/100 dollars (\$30,000.00) in costs, and the HPTA will pay the next Thirty Thousand and 00/100 dollars (\$30,000.00) in costs. Any additional costs shall be allocated evenly between the Parties.

- bb. The Village will promote the HPTA programming in its regular Parks and Recreation brochures.
 - cc. This Agreement may be extended by mutual agreement of the Parties. At the commencement of Year 8, the Parties shall discuss extending the Agreement, including a review of the amount of any continued Village subsidies for the HPTA operations and the HPTA membership rates. There shall be no automatic renewal of this Agreement; however, it is the Parties' mutual, stated intent that in connection with any renewal of this Agreement, or renegotiated agreement between the Village and HPTA, the Village will not assess HPTA with a rental/license fee in excess of \$1 annually (after elimination of the Village's subsidy), provided the Program is self-funding and there are no capital expenditures outstanding.
 - dd. Prompt Payment Act. The provisions of the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 et seq. shall apply.
 - ee. Third Party Rentals. A third party rental is any non-paddle tennis use of the Platform Tennis Facilities by an HPTA member or any use by anyone who is not an HPTA member. All third party rentals shall be subject to prior approval by the Village. All applications for use by a third party shall be submitted to the Village at least ten (10) business days before the event. The Village shall approve, disapprove, or seek more information of the application for third-party use within five (5) business days of receipt.
8. **Governing Law** – This Agreement shall be governed by the laws of the State of Illinois both as to interpretation and performance. Venue for any action shall be in the DuPage County Circuit Court.
9. **Consumption of Beer and Wine at Paddle Tennis Facilities** - The parties agree, pursuant to Section 3-3-26 of the Village Code:
- a. that the Paddle Tennis Facilities include an enclosed structure, commonly referred to as "the hut;"
 - b. that this enclosed structure belongs to the Village;
 - c. that this enclosed structure is under the control of the Village;
 - d. that this Agreement includes a license agreement provision to the HPTA for use of the enclosed structure for private personal use;
 - e. that the HPTA may permit its members to bring their own beer or wine ("BYOB") to the enclosed structure for personal consumption in conjunction with paddle tennis and paddle tennis competitions but not in conjunction with any other social event hosted by the HPTA, a member of the HPTA, or guests of the HPTA;
 - f. beer or wine shall not be offered for sale to members of the HPTA, guests of members of the HPTA, or the general public;

- g. consumption of beer and wine is restricted to the interior of the enclosed structure, all outdoor consumption of beer and wine is prohibited;
- h. that the members and their guests may only consume beer or wine within the following operating hours;
 - i. 11:00 am until 10:30 pm Sunday to Thursday
 - ii. 11:00 am until 11:30 pm Friday and Saturday
- i. only a caterer approved pursuant to Section 3-3-26 and Section 3-9-1 et seq of the Village Code may be utilized to provide beer or wine for third party rentals with prior Village approval, or for non-paddle tennis social events hosted by the HPTA, a member of the HPTA, or guests of the HPTA;
- j. the provisions of the Village's Liquor Code, including but not limited to the penalties or restrictions normally available to the Village and the Village's Liquor Commissioner shall apply; the Village shall reserve the right to restrict, suspend the use of beer and wine at the Paddle Tennis Facilities;
- k. the HPTA shall comply with all other applicable federal, state, county and Village laws, rules and regulations that apply to the sale, distribution, and consumption of alcohol.

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

11. **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 addresses listed below:

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

Marty Brennan, President
 Hinsdale Platform Tennis Association
 4516 Woodland
 Western Springs, IL 60558

12. **Compliance with Laws** - The Parties shall comply with all federal, state, county and municipal laws, rules and regulations that apply to the performance of each party's respective obligations under this Agreement.

13. **Assignment** - Neither Party shall assign this Agreement without the other Party's prior written consent, which may be withheld. Any such assignment without the other Party's prior written consent shall be void. The Village may perform its maintenance and other obligations hereunder either with its own employees or, in the sole discretion of the Village, through a third-party contractor of its choosing.

14. **Village Consents, Approvals and Cooperation.** Except as otherwise provided herein, whenever the consent, approval or cooperation of the Village, or of any of its employees, consultants, attorneys, agents or representatives, is required to be given or rendered under the provisions of this Agreement or otherwise, the same shall not be unreasonably withheld, delayed or conditioned.
15. **No Implied Waiver of Village Rights.** The Village shall be under no obligation to exercise rights granted to it in this Agreement except as it shall determine to be in its best interest from time to time. Except to the extent embodied in a duly authorized and written waiver of the Village, no failure to exercise at any time any right granted herein to the Village shall be construed as a waiver of that or any other right.
16. **Time of Essence.** Time is of the essence in the performance of all terms and provisions of this Agreement.
17. **No Third Party Beneficiaries** - Nothing in this Agreement shall be deemed to create any right of any kind in any third party, including but not limited to, the contractors working on the Paddle Tennis Facilities, the individual members of the HPTA, or any other consultants of the Parties. Nothing in this Agreement shall be deemed to create any liability by the Village for the debts and obligations of the HPTA.
18. **Authority to Execute.** The Parties hereby acknowledge and agree that all required notices, meetings, and hearings have been properly given and held by the Village with respect to the approval of this Agreement and agree not to challenge the legality or enforceability of this Agreement or any of the obligations created by it on the grounds of any procedural or substantive infirmity or any denial of any procedural or substantive right. The Village hereby warrants and represents to the HPTA that the persons executing this Agreement on its behalf have been properly authorized to do so by the Corporate Authorities. The HPTA represents that: (1) the HPTA has the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth herein, (2) all legal actions needed to authorize the HPTA's execution, delivery, and performance of this Agreement have been taken, and (3) neither the execution of this Agreement nor the performance of the obligations assumed by the HPTA hereunder will (i) result in a breach or default under any agreement to which the HPTA is a party or to which the HPTA or the Property is bound or (ii) to the HPTA's knowledge, violate any statute, law, restriction, court order or agreement to which the School or the Property is subject.
19. **Waiver Of Personal Liability** - No official, employee, or agent of either party to this Agreement shall be charged personally by the other party with any liability or expenses of defense incurred as a result of the exercise of any rights, privileges, or authority granted herein, nor shall he or she be held personally liable under any term or provision of this Agreement, or because of a party's execution or attempted execution of this Agreement, or because of any breach of this Agreement.
20. **No Waiver** - Failure of any Party to this Agreement to insist upon the strict and prompt performance of the terms, covenants, agreements and/or conditions set forth herein, or any of them, upon any other Party imposed, shall not constitute or otherwise be construed as a waiver or relinquishment of any Party's right thereafter to enforce any such term, covenant, agreement and/or condition, but the same shall continue in full force and effect.

21. 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 attorneys fees that any of the indemnitees may incur, which arise out of, result from, or occur in connection with HPTAs performance and or breach of any of HPTAs duties under this Agreement, or any other act or omission of HPTA that relates in any way to this Agreement, or to HPTAs use of the Paddle Tennis Facilities. This duty to indemnify shall survive expiration or termination of this Agreement for any and all losses, injuries, claims, causes of action, demands, liabilities, damages, expenses, costs, and attorneys fees that any of the indemnitees may incur during the term of the Agreement but are filed after the expiration of the Agreement.

The Village shall indemnify and hold the HPTA, its 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 attorneys fees that any of the indemnitees may incur, which arise out of, result from, or occur in connection with Village's performance and or breach of any of Village's duties under this Agreement, or any other act or omission of the Village that relates in any way to this Agreement, or to the Village's or the public's (not an HPTA member, an HPTA member's guest, anyone under the supervision of the HPTA organization, or an entity under contract with the HPTA) use of the Paddle Tennis Facilities. This duty to indemnify shall survive expiration or termination of this Agreement for any and all losses, injuries, claims, causes of action, demands, liabilities, damages, expenses, costs, and attorneys fees that any of the indemnitees may incur during the term of the Agreement but are filed after the expiration of the Agreement.

The Village shall not pursue any claim or action, or seek any remedy from, an HPTA officer, board member, or member in their individual capacity. However, the Village reserves the right to pursue any claim or action, or seek any remedy from an HPTA officer(s), board member(s), or member(s) in their individual capacity that engaged in criminal, grossly negligent, willful and wanton, or similar actions in violation 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 C**, and shall comply with all terms and conditions contained in **Exhibit C**, 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 statues or common laws of the State of Illinois.

d. **Force Majeure.** Neither party will be held responsible for failure or delay in the performance of any obligation under this Agreement, with the exception of payment obligations, if such failure or delay is due to acts of God, war, terrorism, strikes, boycotts, labor disputes, fire, or other loss of facilities, accident of any other cause beyond its control ("Force Majeure"). If the performance of any obligation under this Agreement by either party is prevented, restricted, or interfered with by reason of a Force Majeure event, the party whose performance is so affected, upon giving prompt notice to the other party, will be excused from such performance to the extent of such Force Majeure event, provided that the party so affected will take all reasonable steps to avoid or remove such causes of non-performance and will continue performance hereunder with dispatch whenever such causes are removed.

22. Integration - This Agreement represents the final and complete agreement of the Parties with respect to its subject matter. All prior communications, representations, negotiations, promises and agreements, both oral and written, are deemed merged into this Agreement, and are of no force or effect. The Parties mutually agree that as of the effective date of this Agreement, there are no prior outstanding financial obligations or amounts due or owing between them of any kind.

23. Modification - This Agreement may not be modified orally. Any modification of this Agreement must be in writing and signed by both Parties to be enforceable.

24. Form - This Agreement shall be executed by all of the Parties in identical original duplicates and each of the duplicates shall, individually and taken together, constitute one and the same Agreement.

25. No agency - This Agreement does not create a principal-agent relationship between the Parties. The Parties are independent of each other.

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

VILLAGE OF HINSDALE

HINSDALE PLATFORM TENNIS
ASSOCIATION

ATTEST:

ATTEST:

Village Clerk

Secretary

EXHIBIT A - MARCH 3, 2009 RECREATIONAL LICENSE AGREEMENT

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**

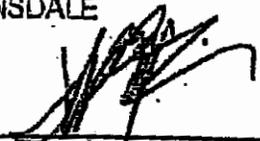
**Hinsdale Platform Tennis Association
Bill O'Brien, President
9515 Southview Avenue
Brookfield, IL 60513**

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.

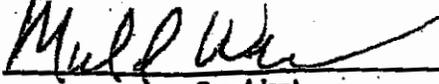
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by duly authorized officers thereof, as of the day and year written above:

VILLAGE OF HINSDALE

HINSDALE PLATFORM TENNIS ASSOCIATION



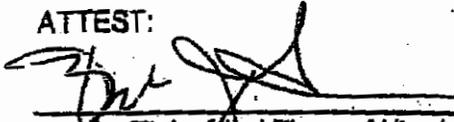
President of the Board of Trustees



President

ATTEST:

ATTEST:



Clerk of the Village of Hinsdale

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.

s/contracts/paddle tennis 09

**EXHIBIT B – RECREATIONAL LICENSE AGREEMENT-SEVENTH TERM
EXTENSION**

**RECREATIONAL LICENSE AGREEMENT —
SEVENTH TERM EXTENSION**

This Recreational License Agreement – Seventh Term Extension (hereinafter "Seventh Term Extension") is executed on this 3rd day of April, 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

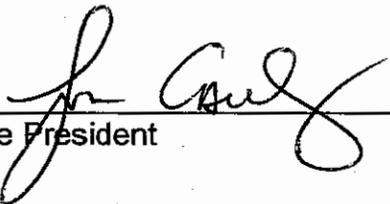
in the discretion of the Village Manager, as set forth below, automatically renew each month for a period of three (3) months, until automatically expiring at 12:00 midnight on June 30, 2019.

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



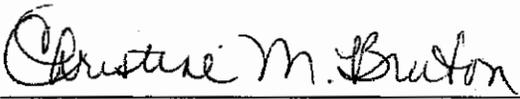
Village President



President of HPTA

ATTEST:

ATTEST:



Village Clerk



Secretary, HPTA

EXHIBIT C – INSURANCE COVERAGE 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:

i. Commercial General Liability and Business Automobile Liability

Bodily injury/Property damage	\$1,000,000 per occurrence
	\$2,000,000 aggregate
Personal injury	\$1,000,000 per occurrence
	\$2,000,000 aggregate

ii. 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/appointed officials, administrators, employees, attorneys, agents, and representatives as additional insured, shall expressly insure the indemnification provision in 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/Additional Insured Endorsements. Prior to the beginning of the term of this Agreement, and on or before January 1 of each year during the term of this Agreement, HPTA shall submit to the Village copies of each of HPTAs certificates of insurance/endorsements 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.

EXHIBIT D – ESTIMATED PROJECT TIMELINE

REQUEST FOR BOARD ACTION
Parks & Recreation

AGENDA SECTION: Second Read-ACA

SUBJECT: Parks and Recreation Naming Rights Policy

MEETING DATE: May 7, 2019

FROM: Sammy Hanzel, Recreation Supervisor
Heather Bereckis, Superintendent of Parks & Recreation

Recommended Motion

To approve a policy and guidelines for requests to name newly acquired park land, park amenities and buildings.

Background

In January 2018, a group of residents approached the Parks and Recreation Commission requesting to make donations to fund the cost of a flag pole, memorial tree, and memorial rock in a Village park and to name the playing field after a former Hinsdale resident. The Parks and Recreation Commission approved the donations, and they along with the Village Board considered the naming request. It was determined that since there was no policy outlining naming rights, that the request would be denied for the time being. A Parks and Recreation Commission subcommittee was then established to work on the creation of a policy and guideline that would provide for a consistent application for future requests.

Discussion & Recommendation

The policy sets a standard of guidelines and uniform procedures that allows community members to submit future naming requests for unnamed park land, facilities, and amenities. The policy emphasizes that the Village does not rename existing named park land, facilities, or amenities. The Village attorney has also reviewed the policy during the following process, and all recommendations were included.

The Parks and Recreation Commission reviewed a number of naming rights policies from communities in the Chicagoland area, through their review the subcommittee created a policy tailored to the Village of Hinsdale. The Parks and Recreation Commission reviewed a previous version at its September 11, 2018 meeting and recommended it proceed to the Village Board of Trustees for final approval. This policy was sent back to staff and the Parks and Recreation Commission by the Village Board of Trustees at their March 19th, 2019 meeting for further revisions to the policy. The subcommittee, staff, and Chairman Waverly brought a revised version of the policy to the Parks and Recreation Commission at their April 9th, 2019 meeting for approval. The Commission unanimously approved that version of the Naming Rights Policy and it was brought forward to the Village Board of Trustees at their April 23rd meeting as a First Read.

Village Board and/or Committee Action

The Naming Rights Policy was presented as a First Read at the April 23rd Village Board meeting. The Village Board discussed the policy and directed staff and the Parks and Recreation Commission to amend the policy to exclude the naming of individual playing fields

or playing surfaces. The revised policy now inhibits naming requests for individual playing fields or playing surfaces located within park land. The policy only allows naming requests for new park land or facilities, existing unnamed facilities, or park amenities.

Documents Attached

1. Naming Rights Policy and Application (*revised*)



ADMINISTRATIVE POLICY

VILLAGE OF HINSDALE PARKS & RECREATION DEPARTMENT Naming Rights Policy

Purpose

The purpose of this policy is to establish and provide guidelines, standards, and procedures for the naming of new or existing unnamed Village of Hinsdale Parks and Recreation park land, facilities, and amenities.

Policy

It is the policy of the Village of Hinsdale not to rename existing parks, facilities, and amenities except in the case where continued use of a name is not in the best interest of the Village as determined by the Village Board of Trustees. It is also the policy of the Village of Hinsdale to not name individual playing fields or playing surfaces located within a Village park.

Naming requests should be significant or symbolic; commemorating places, people, or events that are of continued importance to the community and future generations. Naming shall not result in undue commercialization of the park land, facility, or amenity.

Naming of newly acquired park land, and existing or new facilities and amenities should only be approved or recommended after careful consideration and in conformance with the procedures and guidelines set forth in this policy. The Village of Hinsdale reserves the right to add special conditions or requirements to each request, including additional evidence of community support. Compliance with these guidelines will be considered as the basis for a recommendation by the Parks and Recreation Commission to the Village Board only.

The Village Board of Trustees reserves the right to name new park land, facilities, and amenities in a way that best serves the interest of the community, and ensures a worthy and enduring legacy for the Village's park system.

Definitions

- Park Land: includes all currently designated or newly acquired public parks, gardens, and any natural spaces located within or owned and maintained by the Village.
- Facilities: any building or structure owned, operated, or leased by the Village and used primarily for Parks and Recreation Department programming.
- Amenities: All amenities and features other than facilities located on Village owned or leased park land.

General Considerations

- A. All signs that indicate the name of park land, facilities, or amenities shall comply with the established Village of Hinsdale aesthetic standards and comply with the applicable Village Code and Zoning regulations separate from this policy. Upon approval of the request, all costs associated with the purchasing and installation of signage shall be the responsibility of the requestor.
- B. The duration of the naming rights will coincide with the lifespan of the park land, facility, or amenity.
- C. Naming requests shall not result in duplicate names of park land, facilities, or amenities.
- D. Existing named Village parks will not be subdivided for additional naming purposes.

Naming Rights Categories and Requirements

- Individuals or Groups:



ADMINISTRATIVE POLICY

- Must possess outstanding significance to the Village and should have positively impacted an aspect of Village operations for at least five (5) years.
- Contributed substantial services to the expansion and growth of the Village, been closely associated with a significant community event, or brought honor to the Village through meritorious achievement at the local, national, or international level.
- If the Request is for an individual, that person must have resided in the Village of Hinsdale for a minimum of five (5) years.
- If the individual is living, written consent must be given to allow the naming. If the individual is deceased, permission must be granted in writing by the closest relative. A waiting period of five (5) years is required in relation to post-mortem requests.
- Major Donations:
 - Contribution by the donor of at least 50% of capital construction, purchasing, or maintenance costs associated with developing/upgrading/expanding park land, facilities, or amenities.
 - Donation of a facility or park land was deeded to the Village by the donor.
- Historical Naming:
 - Community wishes to preserve and honor the history of a neighborhood, the Village, its founders, other historical figures, its heritage, local landmarks, prominent geographical location, as well as natural and geological features.
 - The historical significance of the event, people, and/or place must be demonstrated through research and written documentation.

Procedure for Naming Rights Requests

1. Donor is required to complete the Naming Rights Application and submit it to the Parks and Recreation Department Director or designee.
2. Applications will be reviewed by the Parks and Recreation Department Director or designee, and if they meet the criteria set forth in this policy, they will be forwarded to the Village Board of Trustees for review as a discussion item.
3. If approved for consideration by the Village Board, the Naming Rights Application will then be referred to the Parks and Recreation Commission for review. Prior to the Parks and Recreation Commission meeting, the Village will post public notices soliciting public input on the naming request. At this time the Parks and Recreation Commission may ask for additional evidence of public support, such as a petition, etc.
4. First review of the Naming Rights Application by the Parks and Recreation Commission will be as a discussion item and no vote will be taken until at least 30 days after the initial discussion to allow time to gauge public support and contact potentially impacted stakeholders.
5. Following the review, the Parks and Recreation Commission will vote to approve or deny the application and make a recommendation to the Village Board of Trustees. No member of the Commission shall participate in the vote of any matter in which that member has an interest as defined in the Hinsdale code of ethics ordinance.
6. Upon receipt of the recommendation by the Board of Trustees, the Naming Rights Application will be presented as first and second readings for final consideration and approval. The Village Board's decision is final.

This Policy is issued by and under the authority of the Village Manager, who pursuant to statute and ordinance has the authority and responsibility to do so. The decision of the Village President or his or her designee, concerning proclamations and the interpretation or enforcement of this Policy is final.

ISSUED this _____ day of _____, _____.

Kathleen A. Gargano, Village Manager



ADMINISTRATIVE POLICY

Naming Rights Application

Person completing application _____
On behalf of (person or organization) _____
Address of person completing application _____

Home Phone # _____ Cell _____ Work _____
Email _____

Name Request _____
Park land, facility, or amenity for naming request _____

- Please attach documentation explaining why this name should be considered and how it meets the criteria set forth in this policy. Attach any other supporting documents such as newspaper articles, and at least three letters of recommendation from interested/impacted stakeholders.
- If naming after an individual, please verify that the person or their immediate family has been contacted. Please attach written approval from the individual or person's immediate family.

Person Contacted _____ Phone # _____
Person's Address _____
Relationship to Name Request _____
Date Contacted _____ By Whom _____

OFFICE USE

Date Received _____ Received By (Staff Initials) _____
Request Verified by Parks and Recreation Director or designee _____
Date Reviewed by Village Board _____ Referred to Parks & Recreation Commission? YES / NO
Schedule for Parks and Recreation Commission Review _____
Action _____
Public notice posted by staff? YES/NO Date _____
Public support documented? YES/NO Details _____
Schedule for Village Board Review _____
Action _____

If Approved

Final name _____
Location of park, facility, or amenity _____
Signage details _____
Dedication date _____



REQUEST FOR BOARD ACTION
Administration

AGENDA SECTION: EPS- Second Reading

SUBJECT: Recommendation to approve the award of Parking Deck Bid Group 1 to Lima Excavating Contractors.

MEETING DATE: May 7, 2019

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

Recommended Motion

Approve awarding Bid Group 1 for excavation and storm water management for the parking deck project to Lima Excavating in an amount not to exceed \$1,914,400.

Background

The Village's parking deck project is being bid out in several bid packages. Initially, the Village, in an effort to advance certain elements of the project while final design was being completed, bid the first component of the project so that the Village would be prepared to immediately commence work upon the anticipated turnover of the Middle School site in early 2019.

Bid Group 1 was bid in the fall with a December 6, 2018 bid opening date. Bid Group 1 includes excavation and restoration work and installation of the storm detention system required for the project along with the necessary plumbing for the storm trap. As background, the storm trap structure a lead-time of approximately 12 weeks as they are individually fabricated and are site specific. Wight Company oversaw the design element and the competitive bidding process for this portion of the project.

The Village received six bid responses on December 6, 2018. One bidder was disqualified after it was determined that the bid provided was incomplete. The bid responses are summarized below:

Bidder Name	Base Bid
DuPage Top Soil	\$ 2,000,000.00
Berger Excavating Contractors	\$ 2,247,000.00
Lima Excavating	\$ 1,789,900.00
Maartam Construction (Disqualified)	\$ 1,875,478.00
Bolder Construction	\$ 2,636,000.00
Schwartz Excavating	\$ 1,905,300.00

Discussion & Recommendation

Typically, all bids have language that hold bid process for a specific period of time. Generally, between 30 and 90 days. Lima Excavating has held its bid prices while the village has worked through its design issues.

Bid Group 1 bidders provided an alternative bid for a concrete pad to be placed under the storm water vault. The same concrete pad was also included in the Bid Group 2 specifications. The Bid Group 2 returns for the concrete pad came in higher than the Lima Construction bid included in Bid Group 1. Therefore, staff is recommending approval of Lima's base bid of \$1,789,900 plus the concrete pad for \$124,500 or a total of \$1,914,400.

The Village's excavation cost will also be reduced by a credit of \$6.00 dollars per cubic yard under an arrangement with the Tollway to provide a local dump disposal site.

Budget Impact

Wight evaluated the bid results and determined that the price quoted by Lima was competitive and recommended accepting the bid. Unlike the village's traditional road projects the cost for these aspects of the overall project are not broken down individually but are part of a larger category, with the exception of the excavation which is trending approximately 5.5% above budget. However, if the credit for the disposal is factored in, this aspect of the project is closer to budget.

Village Board and/or Committee Action

On April 23, 2019 the Village Board approved the base bid award to Lima Construction for \$1,789,900. Due to bid results received following the original approval staff is recommending awarding additional work in the amount of \$124,500 for a new total of \$1,914,400.

Documents Attached

Due to the on-going mediation discussions with School District 181 and the confidentiality of those discussions, the supporting documentation will be provided confidentially.



REQUEST FOR BOARD ACTION
Administration

AGENDA SECTION: Agenda Section – EPS Second Read Non-Consent
SUBJECT: Recommendation to Reject Competitive Bids-Parking Deck Plumbing
MEETING DATE: May 7, 2019
FROM: Bradley Bloom, Assistant Village Manager/Director of Public Safety

Recommended Motion

To reject all competitive bids for plumbing for the parking deck project.

Background

On March 22, 2019, Wight Construction issued Bid Group 2 for the parking deck construction project. On April 18, 2019, the Bid Group 2 returns were received and publically opened. Included in Bid Group 2 were bids for the deck's plumbing. A review of the bid returns determined that the bids were over budget and that the low bidder was disqualified due to an error in bidding.

Discussion & Recommendation

Village staff as well as the Village's owner's representative Scott Creech discussed the plumbing specifications with representatives from Wight and are recommending that the plumbing bids be rejected, the system be re-designed and competitively bid again with the new design. Staff believes that rebidding the plumbing will not delay the project and will reduce the projects plumbing cost.

Budget Impact

None

Village Board and/or Committee Action

N/A

Documents Attached

None



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MEMORANDUM

DATE: May 2, 2019

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

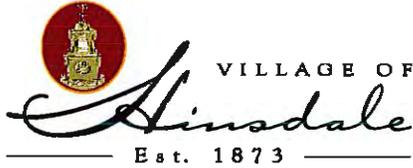
FROM: Brian King, Chief of Police

RE: Proposed Amendment to Village Code of Dogs/ Discussion Item

The police department is seeking to amend the Village Code in two sections as it relates to dogs. The first allows the Village to impound dogs that are involved in serious attacks on humans to confinement in the Hinsdale Humane Society while the DuPage County Animal Services completes an investigation. This is narrowly limited to cases in which dogs have bitten humans and by the nature and severity of the injury are likely to be deemed dangerous or vicious by the DuPage County Animal Services. Currently our ability to confine dogs in bite cases relates only to the point where we can determine if there is a rabies inoculation. In the past we have relied on the dog owner to voluntarily agree to confine.

The second involves the section on restraining. It makes it clear that dogs on a public way shall be restrained by way of a leash.

Please find attached a draft ordinance to amend sections of the Village Code relating to the issue of dogs in the Village. The draft ordinance is not in a final form, and is designed for discussion purposes.



MEMORANDUM

5-7-11: IMPOUNDMENT:

- A. Authority To Impound: Every dangerous or abandoned animal, every unrestrained dog, and every unlicensed dog or cat shall be taken by the Hinsdale Police Department to the Hinsdale Animal Shelter. Authorized personnel at the animal shelter shall keep a record of every such animal so impounded, including the species, breed, color, and sex; and the owner's name and address, if available; whether, if a dog or cat, the animal is licensed; and any other available information about such animal.
- B. Notice Of Impoundment: Immediately after impoundment, the Hinsdale Police Department shall notify the owner of the impounded animal, if known, of such impoundment by telephone or, if notice by telephone is not immediate, by written notice. Such notice shall inform such owner of the manner by which the owner may regain custody of the impounded animal. (Ord., 2-3-1987)
- C. Redemption: The owner of an impounded animal may redeem such animal by presenting to the Hinsdale Animal Shelter satisfactory proof of ownership and, if the impounded animal is a dog or cat, proof of valid rabies inoculation, and by paying the impoundment fee established in Section [5-7-14](#) of this Chapter and the actual cost incurred by the Hinsdale Animal Shelter in holding and treating such animal. No dog or cat shall be redeemed unless it has been vaccinated and licensed, at its owner's expense, pursuant to the provisions of this Chapter. (Ord., 2-3-1987; amd. Ord., 3-2-1993)

Dogs that have bitten a human, and by the nature and severity of the injury are likely to be deemed dangerous or vicious by DuPage County Animal Services shall be detained at the Hinsdale Animal Shelter until DuPage County Animal Services completes its investigation.

D. Disposal Of Unredeemed Animals: Every impounded animal not claimed by its owner within five (5) days after impoundment may thereafter be made available for adoption or may be disposed of in a humane manner established by the Hinsdale Humane Society. (Ord., 4-7-1987)

5-7-10: RESTRAINT:

Except as provided in subsection [5-7-7B](#) of this chapter, all dogs **on the public way** shall be restrained at all times **by way of a leash**. . (Ord., 2-3-1987; amd. Ord. O98-41, 9-1-1998)

VILLAGE OF HINSDALE

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 5 (“POLICE REGULATIONS”), CHAPTER 7 (“DOGS, CATS, AND OTHER ANIMALS”), SECTION 5-7-10 (“RESTRAINT”) AND SECTION 5-7-11 (“IMPOUNDMENT”) OF THE VILLAGE CODE OF HINSDALE RELATED TO LEASHING DOGS AND IMPOUNDING DANGEROUS OR VICIOUS DOGS PENDING INVESTIGATION

WHEREAS, the Village of Hinsdale carefully licenses and regulates dogs, cats, and other animals in the Village; and

WHEREAS, among the dog, cat, and other animals regulations are regulations on restraining dogs established by Section 5-7-10 of the Village Code of Hinsdale; and

WHEREAS, also among the dog, cat, and other animals regulations are impoundment requirements, which are set forth in Subsection 5-7-11 (C) of the Village Code of Hinsdale; and

WHEREAS, the President and Board of Trustees of the Village of Hinsdale have determined that it is appropriate and in the best interest of the Village and its residents to modify the regulations related to restraining dogs and impounding animals; and

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

Section 1: Title 5 (“Police Regulations”), Chapter 7 (“Dogs, Cats, and Other Animals”), Section 5-7-10 (“Restraint”), is hereby amended by adding the following:

Except as provided in subsection 5-7-7B of this chapter, all dogs on the public way shall be restrained at all times by way of a leash.

Section 2: Title 5 (“Police Regulations”), Chapter 7 (“Dogs, Cats, and Other Animals”), Section 5-7-11C (“Redemption”), is hereby amended by adding a new paragraph to read in its entirety as follows:

- C. Redemption: The owner of an impounded animal may redeem such animal by presenting to the Hinsdale Animal Shelter satisfactory proof of ownership and, if the impounded animal is a dog or cat, proof of valid rabies inoculation, and by paying the impoundment fee established in Section 5-7-14 of this Chapter and the actual cost incurred by the Hinsdale Animal Shelter in holding and treating such animal. No dog or cat shall be redeemed unless it has been vaccinated and licensed, at its owner's expense, pursuant to the provisions of this Chapter. (Ord., 2-3-1987; amd. Ord., 3-2-1993)

The Chief of Police has the discretion to temporarily detain a dog at the Hinsdale Animal Shelter that is a danger to the public health, safety, and welfare. The Chief of Police may consider the following criteria to temporarily detain the dog: the dog bite was within the Village corporate limits; the dog bit a human; the human bite victim requires medical care because of the dog bite; the dog or dog owner has past incidents of similar behavior; DuPage County Animal Services initiated a dangerous dog investigation, vicious dog investigation, or reckless dog owner investigation into the dog bite. The Village shall not detain the dog for a period of time longer than the investigation by DuPage County Animal Services, unless directed so by order of Court. The dog owner may appeal the determination of the Chief of Police to the Village Manger in writing. The Village Manager shall have five (5) business days from date of receipt of the written appeal to determine if the dog should be temporarily detained.

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

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

PASSED this ____ day of _____ 2019.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of _____ 2019.

Thomas K. Cauley, Jr., Village President

ATTEST:

Christine M. Bruton, Village Clerk



Ta

MEMORANDUM

TO: President Cauley and the Board of Trustees
FROM: Dan Deeter, PE
DATE: May 7, 2019
RE: Engineering April 2019 Monthly Report
Executive Summary

- The 2019 Infrastructure project pre-construction meeting was held on 04/30/19. Construction is estimated to start on 05/20/19.



MEMORANDUM

TO: President Cauley and the Board of Trustees
FROM: Dan Deeter, PE
DATE: May 7, 2019
RE: Engineering April 2019 Monthly Report

The Engineering Division activities include working with the Building Division to complete site inspections, managing Capital Improvement Projects, responding to drainage complaints, and addressing environmental permit obligations. In total, three Engineering employees performed 37 construction site inspections or drainage complaint inspections in April.

Per Hinsdale's combined sewer overflow permit #IL0066818, in April 2019 staff submitted one monthly Discharge Monitoring Reports (DMRs) for each of the Village's four Combined Sewer Overflow (CSO) location to the Illinois EPA. Staff also submitted the annual Municipal Small Storm Sewer System (MS4) report to DuPage County. The Village partners with DuPage County to meet the MS4 permit requirements.

The following capital improvement projects and engineering studies are underway:

2019 Infrastructure Project

This project includes 3.6 miles of street improvements, 4400 feet of sewer separation, and 2850 feet of water main replacement.

Schedule:

- 04/23/19 – Board of Trustees approval of G&M Cement Construction as the general contractor and HR Green as the Construction Observation consultant.
- 04/30/19 – Pre-construction meeting between G&M Cement Construction, their sub-contractors, Village Staff, and HR Green.
 - Sampling by the sub-contractor shows some soils are not eligible for a Clean Construction/Demolition Debris (CCDD) facility. G&M's environmental consultant will test to isolate and reduce the impacted soils.
- 05/20/19 – Estimated construction start.
- 11/29/19 – Construction completion (weather dependent).

The streets included in the project are:

MEMORANDUM

Street	Location	Activity	Construction Status
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	

2020 Infrastructure Project. Since this project will be partially funded using federal Surface Transportation Program (STP) funds, IDOT requires that the engineering should be identified through the Quality Based Selection (QBS) process. Per the QBS process, staff has requested qualifications, interviewed and prioritized three engineering consultants: Strand & Associates, HR Green, and Robinson Engineering, in order. Staff is currently negotiating with the first choice, Stand & Associates, for the design and construction observation services per the QBS process.

N. Madison Drainage project. Staff has received cost estimates from Christopher B. Burke Engineering, Ltd. for the design/build of the east portion of the N. Madison Drainage project. Staff is waiting for cost estimates from Kensington School for the west portion of the project.

E. Chicago Drainage Corridor project. Staff is recommending HR Green to design the E. Chicago Drainage Corridor. HR Green has extensive knowledge of the project



MEMORANDUM

area having conducted hydraulic modelling for the Oak Street Bridge & the east Chicago Avenue area. The HR Green model and recommendation was included in the funding request. Staff anticipates design in 2019 and construction in 2020.

Other Engineering Activities

Ogden Avenue Improvements Amita Health is planning to install permanent signals at Oak Street.

Nicor. In mid-March, Nicor began replacement of 8000-feet of gas main and services in the northeast quadrant of the Village.

IL Route 83. In 2019, IDOT plans to conduct bridge deck repairs to the bridges over the BNSF railroad and Ogden Avenue. Traffic will be maintained during construction with temporary lane closures.

State and Federal Funding Opportunities A summary of the Grant Funds awarded or applied for by the Village of Hinsdale is attached.

Village of Hinsdale

Source	Program	Purpose	Funds Available	Amount
Illinois Commerce Commission	Crossing Safety Improvement Program	Oak Street Bridge - 60% Funding	2015 Capital Budget	\$ 4,240,000
Senator Dillard	State Capital Bill	Oak Street Bridge	Effective January 1, 2011	\$ 825,000
West Suburban Mass Transit	Car Sale Proceeds	Oak Street Bridge Eng/Construction	50/50 Reimbursement	\$ 395,000
Illinois Dept of Transportation	Federal Highway Bridge Program	Oak Street Bridge Phase I	July 2010 - 80/20	\$ 680,000
DuPage Mayors & Managers	Federal Stimulus	S. Garfield Reconstruction	Paid Through IDOT	\$ 1,632,000
Senator Dillard & Rep Bellock	Emergency Repair Program	Street resurfacing	Upon Project Completion	\$ 300,000
Representative Bellock	State Capital Bill	N. Washington Reconstruction	Upon issuance of bonds	\$ 340,000
New Local Transportation Projects	State Capital Bill	Road Improvements	20% released October, 2010	\$ 389,540
Lyons Township	Bond Proceeds	KLM Park Pavilion	Upon Project Completion	\$ 150,000
DuPage Mayors & Managers	STP Program	Oak Street Bridge	2015 Capital Budget	\$ 3,830,000
IDNR	OSLAD	Improvements to KLM	Awarded	\$ 150,000
IEPA	ARRA/State Revolving Loan	Garfield Sewer Separation	Loan docs received 7/05/11	\$ 444,160
IEPA	ARRA/State Revolving Loan	Chestnut Sewer Separation	Loan docs received 8/16/11	\$ 3,728,196
West Suburban Mass Transit	Car Sale Proceeds	Highland Parking Lot	2/3 reimbursement	\$ 100,000
IDOT	Federal Highway Bridge Program	Oak Street Bridge Phases II & III	IDOT local agency agreem't	\$ 5,904,514
Illinois Dept of Transportation	Surface Transportation Program (STP)	Garfield Street (Chicago Ave. - 55th) resurfacing (letting Jan 2019)	70% SPT match 30% local match	\$ 807,000
Illinois Dept of Transportation	Surface Transportation Program (STP)	Chicago Ave (IL Rte 83 - Garfield) resurfacing (letting Jan 2020)	70% SPT match 30% local match	\$ 760,000
Total				<u>\$ 24,205,309</u>

Village of Hinsdale
Grant Applications Under Consideration

Source	Program	Purpose	Status	Amount
Total				<u><u> </u></u>

Veeck Park Wet Weather Facility
Hinsdale, Illinois

Date	Overflow Ht. Above Weir (feet)	Precipitation (inches of water)		
04/01/19				
04/02/19				
04/03/19		0.01		
04/04/19		0.28		
04/05/19		0.01		
04/06/19				
04/07/19		0.78		
04/08/19				
04/09/19				
04/10/19		0.06		
04/11/19		0.28		
04/12/19		0.10		
04/13/19				
04/14/19		0.28		
04/15/19		0.03		
04/16/19				
04/17/19				
04/18/19		0.36		
04/19/19				
04/20/19				
04/21/19				
04/22/19		0.03		
04/23/19		0.01		
04/24/19				
04/25/19		0.19		
04/26/19		0.02		
04/27/19		0.50		
04/28/19		0.30		
04/29/19	0.90	1.35		
04/30/19	0.98	1.26		
		April	YTD	
Total Precipitation:		5.85	12.3	
Departure from Normal:		2.47	2.9	
% of Normal Rainfall		173%	131%	
Notes:				

1. Rain data from USGS station at Salt Creek & 22nd Street, Oak Brook, IL



MEMORANDUM

DATE: May 7th, 2019

TO: President Cauley and the Village Board of Trustees

CC: Kathleen A. Gargano, Village Manager

FROM: Heather Bereckis, Superintendent of Parks & Recreation

RE: April Staff Report

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

Katherine Legge Memorial Lodge

Preliminary gross rental and catering revenue for the fiscal year-to-date is \$164,888. Rental revenue for the eleventh month of the 2018/19 fiscal year is \$9,804. In March, there were eight events held at the Lodge, which was two less than the previous year, however revenue for the month is up due to the size and type of events. Expenses for March are lower than the previous year; this is due to and timing of projects and invoices.

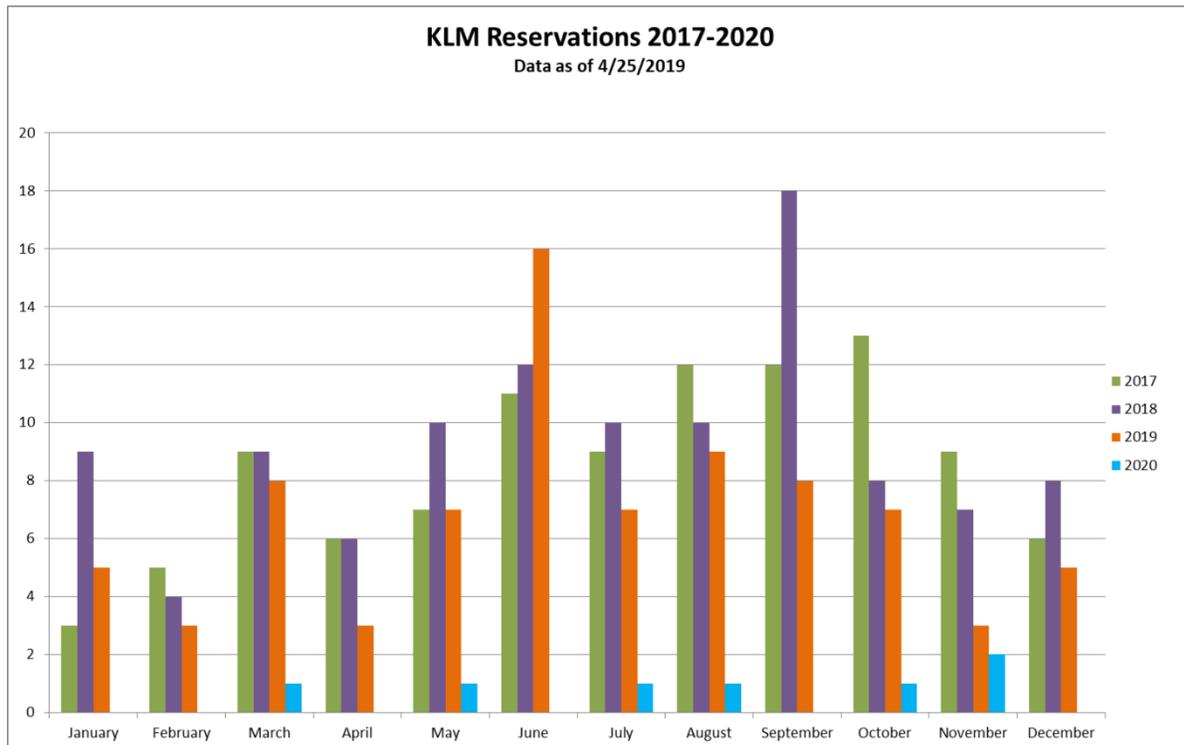
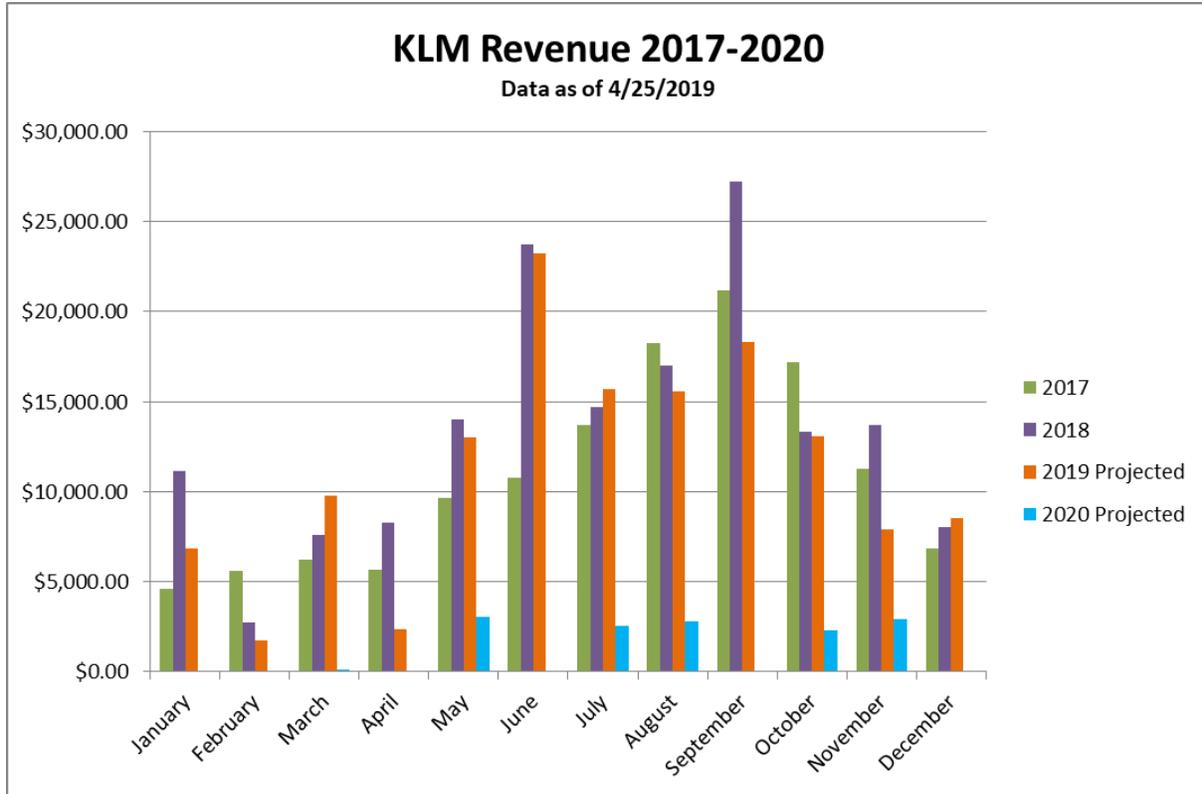
REVENUES	March		YTD		Change Over the Prior year	2018-19 Annual Budget	FY 18-19 % of budget	2017-18 Annual Budget	FY 17-18 % of budget
	Prior Year	Current Year	Prior Year	Current Year					
KLM Lodge Rental	\$8,045	\$9,804	\$128,694	\$150,388	\$21,694	\$150,000	100%	\$160,000	80%
Caterer's Licenses	\$0	\$0	\$11,500	\$14,500	\$3,000	\$13,000	112%	\$11,000	105%
Total Revenues	\$8,045	\$9,804	\$140,194	\$164,888	\$24,694	\$163,000	101%	\$171,000	82%
EXPENSES	March		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	\$11,674	\$10,247	\$131,783	\$140,200	\$8,417	\$195,839	72%	\$197,651	67%
Net	(\$3,629)	(\$443)	\$8,411	\$24,688	\$16,277				



MEMORANDUM

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	\$ 9,725	\$ 13,675
June	\$ 11,156	\$ 10,745	\$ 26,818	\$ 17,450	\$ 22,770	\$ 22,845	\$ 12,495	\$ 23,045
July	\$ 13,559	\$ 9,786	\$ 18,650	\$ 12,909	\$ 27,475	\$ 12,550	\$ 15,000	\$ 16,874
August	\$ 17,759	\$ 18,880	\$ 19,579	\$ 25,350	\$ 24,775	\$ 11,500	\$ 18,555	\$ 15,205
September	\$ 14,823	\$ 14,498	\$ 12,137	\$ 24,510	\$ 15,250	\$ 12,645	\$ 15,410	\$ 27,860
October	\$ 16,347	\$ 15,589	\$ 14,825	\$ 23,985	\$ 25,580	\$ 21,045	\$ 15,180	\$ 12,770
November	\$ 8,256	\$ 11,612	\$ 8,580	\$ 14,724	\$ 14,825	\$ 6,700	\$ 12,500	\$ 13,450
December	\$ 8,853	\$ 10,265	\$ 13,366	\$ 17,290	\$ 17,200	\$ 13,457	\$ 8,125	\$ 9,125
January	\$ 1,302	\$ 4,489	\$ 250	\$ 8,450	\$ 2,850	\$ 4,624	\$ 18,089	\$ 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	\$ 9,804
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	\$ 143,101	\$ 150,388

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. Also included is a graph indicating the number of monthly reservations so far for 2019 and 2020. 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.





MEMORANDUM

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 will be completed by the end of May, with summer programming starting the second week of June. The 2019 Summer Brochure was delivered to residents and available online on March 18th. Resident registration opened March 25th and non-resident registration opened on April 8th.

Special Events

The next special events will be the Teen Spashtacular at the Pool on Friday June 7th; Taco Tuesday in Burlington Park on June 11th; Lunch on the Lawn in Burlington Park on June 12th, and the Summer Brew & Q at KLM on June 14th.

The Easter Egg Hunt on Saturday April 20th, in Robbins Park was a huge success. This event was coordinated in conjunction with the Community House. The week after the Egg Hunt was the annual Park Clean-Up Day on Friday, April 26th. This was also a very successful event. Community groups volunteered and conducted park clean-up projects and spring plantings in conjunction with the Public Services Department. Trader Joe's donated snacks and refreshments for all the volunteers.



MEMORANDUM

Field & Park Updates

Fields/Parks

All fields and bathrooms were reopened as of April 1st for the spring season. Staff is now working to book summer and fall field space for 2019.

Community Pool

2019 pool passes went on sale on March 1st. Membership sales for the current season are currently ahead of the prior season by 21% (\$12,885) A breakdown of total pass sales in comparison to the prior year are provided in the table below.

Details on the upcoming season's programming and events are included in the Summer Brochure. New pool events have been added such as 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.

As of April 22, 2019	As of April 23, 2018 2018 Pass Revenue						As of April 22, 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	10	19	29	\$2,070	-9%	-\$195	20	23	43	\$2,450	18%	\$380
Family Primary	23	118	141	\$40,670	2%	\$940	42	108	150	\$43,500	7%	\$2,830
Family Secondary	100	368	468		#DIV/0!	\$0	151	363	514			
Individual	1	3	4	\$495	-40%	-\$330	3	2	5	\$825	67%	\$330
Senior Pass	1	8	9	\$720	29%	\$160	8	9	17	\$1,360	89%	\$640
Super Passes	79	18	97	\$4,850	-38%	-\$3,020	78	19	97	\$4,850	0%	\$0
Resident Total	214	534	748	\$48,805	-9%	-\$5,040	302	524	826	\$52,985	9%	\$4,180
Neighborly												
Neighbor Family	12	17	29	\$10,610	-14%	-\$1,725	31	20	51	\$18,640	76%	\$8,030
Neighborly Individual	0	0	0	\$0	#DIV/0!	\$0	0	0	0	\$0	#DIV/0!	\$0
Neighbor Add'l	40	57	97		#DIV/0!	\$0	98	65	163	\$0	#DIV/0!	\$0
Neighborly Total	52	74	126	\$10,610	-14%	-\$1,725	129	85	214	\$18,640	76%	\$8,030
Non-Resident												
Non Resident Family	0	0	0	\$0	-100%	-\$515	0	0	0	\$0	#DIV/0!	\$0
on Resident Family Secondary	0	0	0		#DIV/0!	\$0	0	0	0	\$0	#DIV/0!	\$0
Non Resident Individual	0	0	0	\$0	-100%	-\$260	0	0	0	\$0	#DIV/0!	\$0
Non Resident Senior	2	1	3	\$465	200%	\$310	3	1	4	\$620	33%	\$155
Non Resident Nanny	2	2	4	\$360	-20%	-\$90	5	4	9	\$810	125%	\$450
Non-resident Total	4	3	7	\$825	-40%	-\$555	8	5	13	\$1,430	73%	\$605
10-Visit	5		5	\$380	-49%	-\$358	6		6	\$450	18%	\$70
TOTAL			0	\$60,620	-11%	-\$7,678				\$73,505	21%	\$12,885



MEMORANDUM

DATE: May 7, 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, Assistant Village Manager

RE: April Economic Development Monthly Report

The following economic development updates are for your review:

- The Economic Development Commission (EDC) meeting scheduled for April 23 was cancelled due to no quorum. The next scheduled meeting is scheduled for May 28.
- On May 11, staff attended the Chamber of Commerce planning session to review the results from the Chamber survey given to local businesses, recommended initiatives that meet the needs of the business community and recommended changes to address the concerns of the business community.
- On May 18, staff attended the Chamber of Commerce marketing and membership meeting to share information on new businesses opening in Hinsdale, to discuss implementing new initiatives at various Chamber events in 2019 and to discuss the Village and Chamber partnership on the new 2019 event, the Hinsdale Wine Walk.
- Staff is continuing to work with AMITA Hospital staff and the Village Attorney to have a memorandum of understanding approved by both parties regarding the care and maintenance the new welcome sign and adjacent property. The land the new welcome sign will sit on is the property of AMITA Hospital. This is the final approval needed before the welcome sign may be ordered.
- The new employee resource guide has been completed. The new guide will assist new employees to understand the benefits and resources available to them during their employment with the Village.
- Currently the Village has a 92% compliance rate of completed 2019 business licenses. Each year the Village strives to maintain 90% compliance or above.
- During the month of April, the following businesses opened:
 1. RedE Mas, 36 E. First Street
 2. Vasile Bernevec, 36 E. Hinsdale Avenue Loft #4
 3. Looking Great Body, 36 E. Hinsdale Avenue Loft #13
 4. The Aesthetic Genie, 36 E. Hinsdale Avenue Loft #11
- During the month of April, staff assisted with processing vehicle sticker renewals.
- As part of the upcoming 2019 construction projects, the Village is taking an active approach to notify the community of upcoming roadwork activities and traffic detours. Construction notices include informational letters sent to individual households, Village website postings, electronic newsletter reminders and local newspaper articles.
- During the month of April, staff completed the online BASSET (beverage alcohol seller and servers education and training) certification. This certification is required by the State of Illinois in order to assist the Hinsdale Chamber of Commerce at the Uniquely Thursday concert series. Throughout the summer concert series, staff assists at some of the events.



MEMORANDUM

DATE: May 2, 2019

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

FROM: Brian King, Chief of Police

RE: Executive Summary – Police Department Activity March 2019

Attached is the monthly Police Activity Report for March 2019. Of note, the robbery and two auto thefts are associated with a carjacking that occurred on March 18th at the Land Rover Dealership. The police department has made significant progress in that case which I am confident will eventually lead to charges against the responsible individuals.

Two of the burglary arrests indicated on the report are for the same individual that was charged with burglarizing his employer's business on two separate occasions.



POLICE ACTIVITY OVERVIEW					
	March 2019	February 2019	2019 YTD	2018	2017
Total Calls For Service (CFS)*	1,305	1,229	3,742	15,924	16,451
Total Arrests*	20	25	63	271	308
Total Traffic Stops*	411	314	1,037	4,386	5,172
Total Traffic Violations**	445	402	1,239	5,257	5,781

* Totals are updated as they are dispositioned by the primary officer. YTD may not reflect the total at the time of the report query.

** (Includes warnings and citations)

SELECTED OFFENSES (Based on Case Report Totals)					
	March 2019	February 2019	2019 YTD	2018	5 Year Average (2014-2018)
Burglary					
Motor Vehicles	1	1	3	47	36
Residential	0	0	0	16	13
Other	1	4	8	8	10
Theft					
Auto Theft	2	1	3	15	8
Theft	6	6	16	88	90
Other					
Assault/Battery	2	3	9	45	50
Robbery	1	0	1	0	5

ARREST ACTIVITIES		
	March 2019	February 2019
Burglary	2	0
Burglary Motor Vehicle	0	1
Criminal Trespass to Residence	1	0
Disorderly Conduct	1	1
Domestic Battery/Trouble	1	0
Driving Under the Influence – Alcohol	1	11
Forgery	0	1
In-State Warrant	1	0
Juvenile Tobacco Problem	4	0
No Driver's License	1	0
Possession of Cannabis	4	6
Possession with the Intent to Deliver	2	0
Suspended or Revoked Driver's License	1	5
Theft	1	1
TOTAL ARRESTS	20	26

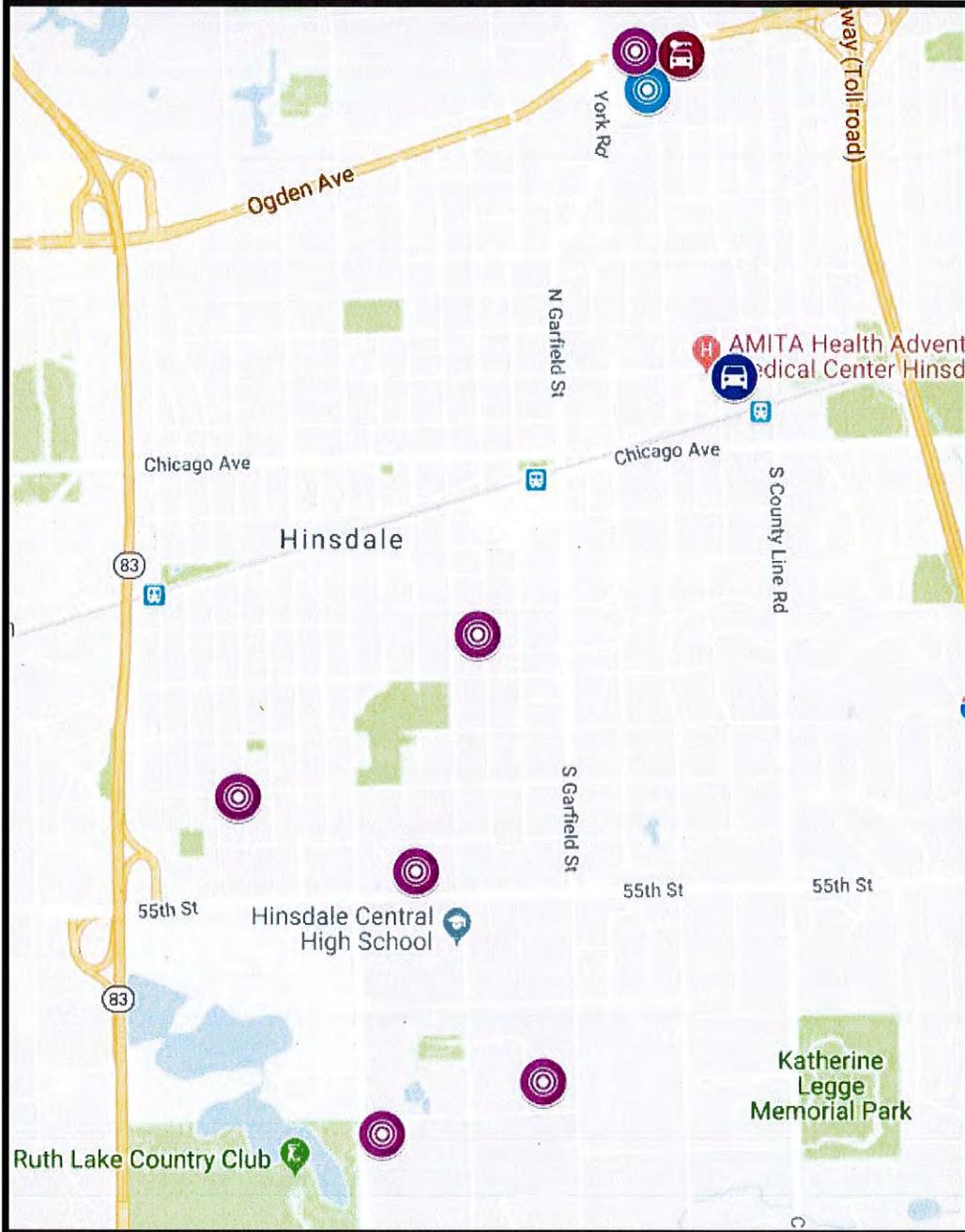


TRAFFIC SAFETY STUDIES

- **Adams and North** – A preliminary intersection study was initiated at the request of a local resident. The study will determine if the MUTCD warrants are met to install traffic control devices at the currently uncontrolled intersection. The study remains on-going.
- **Bodin and Fourth** – A preliminary intersection study was initiated at the request of a local resident. The study will determine if the MUTCD warrants are met to change the current yield signs to stop signs or an all way stop. The study remains on-going.
- **Bruner and Hickory** – A preliminary intersection study was initiated at the request of a local resident. The study will determine if the MUTCD warrants are met to install traffic control devices at the currently uncontrolled intersection. The study remains on-going.
- **Bruner and North** – A preliminary intersection study was initiated at the request of a local resident. The study will determine if the MUTCD warrants are met to install traffic control devices at the currently uncontrolled intersection. The study remains on-going.
- **County Line and Pamela** – A preliminary intersection study was initiated at the request of a local resident. The study will evaluate the congestion caused by the traffic signal at 55th Street and if warranted possible solutions on how to prevent vehicles from blocking the intersection at Pamela. The study remain on-going.
- **County Line and Walnut** – A preliminary intersection study was initiated at the request of a local resident. The study will determine if the MUTCD warrants are met to convert the three way stop to an all way stop. The study remains on-going.
- **Eighth Between Thurlow and Quincy (Excluding Monroe)** – Preliminary intersection studies were initiated at the request of a local resident. The study will determine if the MUTCD warrants are met to change the current yield signs to stop signs or an all way stop. The study remains on-going.
- **Elm and Ravine** – A preliminary intersection study was initiated at the request of a local resident. The study will determine if the MUTCD warrants are met to change the current yield signs to stop signs or an all way stop. The study remains on-going.
- **Washington and Maple** – A preliminary intersection study was initiated at the request of a local resident. The study will determine if the MUTCD warrants are met to convert the two way stop to an all way stop. The study remains on-going.
- **Washington and Second** – A preliminary intersection study was initiated at the request of the Chamber of Commerce. The study will determine if the MUTCD warrants are met to convert the one way stop to an all way stop. The study remains on-going.



CRIME MAP



MAP LEGEND:

- Burglary to Motor Vehicle
- Burglary (other)
- Theft
- Auto Theft