



MEETING AGENDA

SPECIAL MEETING OF THE VILLAGE BOARD OF TRUSTEES

Thursday, November 3, 2022

7:00 P.M.

MEMORIAL HALL – MEMORIAL BUILDING
19 East Chicago Avenue, Hinsdale, Illinois
(Tentative & Subject to Change)

1. CALL TO ORDER/ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. APPROVAL OF MINUTES

- a) Regular meeting of October 18, 2022
- b) Closed Session meeting of May 3, 2022
- c) Closed Session meeting of October 4, 2022

4. VILLAGE PRESIDENT'S REPORT

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

6. FIRST READINGS – INTRODUCTION**

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

Environment & Public Services (Chair Byrnes)

- a) Approve Intergovernmental Agreements (IGA's) with DuPage County for American Rescue Plan Act (ARPA) Drainage Improvements for a reimbursement amount not to exceed \$234,645
- b) Award the design engineering and construction observation professional services for the 2023 Resurfacing Program to HR Green in the amount not to exceed \$88,211
- c) Approve an Intergovernmental Agreement (IGA) with the Illinois Department of Transportation (IDOT) to maintain State Traffic Signals located within the Village of Hinsdale

7. CONSENT AGENDA

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

Administration & Community Affairs (Chair Posthuma)

- a) Approve payment of the accounts payable for the period of October 13, 2022 through October 26, 2022 in the aggregate amount of \$1,454,910.01 as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk***

Environment & Public Services (Chair Byrnes)

- b) Waive the competitive bidding process and award a contract to Beverly Companies for contracted snow removal and salting of Brush Hill Train Station and Highland Train Station in the amount of \$44,720 (*First Reading – October 18, 2022*)

8. SECOND READINGS / NON-CONSENT AGENDA – ADOPTION

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

Administration & Community Affairs (Chair Posthuma)

- a) Approve a Resolution Determining the Estimated Village of Hinsdale Real Estate Tax Levy for Year 2022 in the amount of \$11,750,033 (*First Reading – October 18, 2022*)

Zoning & Public Safety (Chair Stifflear)

- b) Approve an Ordinance Approving an Exterior Appearance Plan and Site Plan to Allow for Changes to the Exterior Façade of an Existing Building – 36 S. Washington Street & 4 W. Hinsdale Avenue – Airoom** (*First Reading – October 18, 2022*)

9. DISCUSSION ITEMS

- a) Resident on-line services

10. DEPARTMENT AND STAFF REPORTS

- a) Community Development

11. REPORTS FROM ADVISORY BOARDS AND COMMISSIONS

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

13. TRUSTEE COMMENTS

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

15. 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, has been competitively bid or is part of a State Contract, and have a total dollar amount of less than \$100,000.***

*******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 Brad Bloom, ADA Coordinator, at 630-789-7007 **or by TDD at 630-789-7022** to allow the Village of Hinsdale to make reasonable accommodations for those persons.

Website: www.villageofhinsdale.org

**VILLAGE OF HINSDALE
VILLAGE BOARD OF TRUSTEES
MINUTES OF THE REGULAR MEETING
October 18, 2022**

The regularly scheduled meeting of the Hinsdale Village Board of Trustees was called to order by Village President Tom Cauley in Memorial Hall of the Memorial Building on Tuesday, October 4, 2022 at 7:02 p.m., roll call was taken.

Present: President Tom Cauley, Trustees Matthew Posthuma, Laurel Haarlow, Luke Stifflear (*present electronically*), Michelle Fisher, Neale Byrnes and Scott Banke

Absent: None

Also Present: Village Manager Kathleen A. Gargano, Village Attorney Michael Marrs, Assistant Village Manager/Director of Public Safety Brad Bloom, Assistant Village Manager Andrianna Peterson, Police Chief Brian King, Fire Chief John Giannelli, Director of Community Development Robb McGinnis, Village Planner Bethany Salmon, and Village Clerk Christine Bruton

Present electronically: HR Director Tracy McLaughlin and Superintendent of Parks & Recreation Mike Hayes

PLEDGE OF ALLEGIANCE

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

APPROVAL OF MINUTES

a) Regular Meeting of October 4, 2022

Trustee Banke moved to **approve the minutes of the regular meeting of October 4, 2022, as presented.** Trustee Byrnes seconded the motion.

AYES: Trustees Haarlow, Stifflear, Fisher, Byrnes, Banke

NAYS: None

ABSTAIN: Trustee Posthuma

ABSENT: None

Motion carried.

b) Approve a Resolution Approving the Release of Certain Closed Session Meeting Minutes and Destruction of Certain Closed Session Meeting Recordings of the Board of Trustees of the Village of Hinsdale

Trustee Posthuma moved to **Approve a Resolution Approving the Release of Certain Closed Session Meeting Minutes and Destruction of Certain Closed Session Meeting Recordings of the Board of Trustees of the Village of Hinsdale.** Trustee Banke seconded the motion.

AYES: Trustees Posthuma Haarlow, Stifflear, Fisher, Byrnes, Banke

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

VILLAGE PRESIDENT'S REPORT

President Cauley reported that the BNSF Railroad will close the Monroe Street crossing on October 19 through October 21 for emergency repairs. Construction signage will indicate detours. The Fall Leaf Pick-up Program will begin the week of October 31 and continue through the week of December 5. He reminded residents not to blow or rake leaves in to the street as it causes issues with storm water drainage. He noted more information was available on the Village website. He congratulated Trustee Fisher for being on the cover of Hinsdale Living Magazine.

CITIZENS' PETITIONS

None.

FIRST READINGS – INTRODUCTION

Administration & Community Affairs (Chair Posthuma)

- a) **Approve a Resolution Determining the Estimated Village of Hinsdale Real Estate Tax Levy for Year 2022 in the amount of \$11,750,033**

Trustee Posthuma introduced the item for the property tax levy. He noted that real estate taxes are the largest source of Village revenue, constituting 10% of a resident's tax bill. The CPI is 7%, and capped at 5%. He highlighted the various numbers that comprise the proposed Village tax levy amount of \$8,212,001, including Police & Firefighters' pensions, special recreation and debt service. The total levied also includes the anticipated library levy. Discussion followed regarding the 5% tax cap.

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

Environment & Public Services (Chair Byrnes)

- b) **Waive the competitive bidding process and award a contract to Beverly Companies for contracted snow removal and salting of Brush Hill Train Station and Highland Train Station in the amount of \$44,720**

Trustee Byrnes introduced the item and explained that normally Public Services staff plows and salts these areas, but currently are short two drivers and recent hires are not licensed to operate a plow truck. Therefore, staff is recommending the Village outsource the work with the same company that does the parking deck, and similar work for Clarendon Hills. This contract is for the 2022-2023 season only in the hopes that the Public Services department will be fully staffed by next year. Employee payroll savings will cover the unbudgeted amount of this contract. Director of Public Services George Peluso explained we did not go out to bid because this was an addition to the snow plowing they do at the deck. Additionally, BNSF has certain requirements some vendors couldn't meet, and benchmark costs were comparable to Clarendon Hills.

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

Zoning & Public Safety (Chair Stifflear)

- c) **Approve an Ordinance Approving an Exterior Appearance Plan and Site Plan to Allow for Changes to the Exterior Façade of an Existing Building – 36 S. Washington Street & 4 W. Hinsdale Avenue – Airoom**

Trustee Stifflear introduced the item for 36 S. Washington Street that is the old Blue Iris business, and the tenant space around the corner at 4 W. Hinsdale Avenue. Both are located in the B2 Central Business District. The first floor space on Washington will be a design and retail showroom, the Hinsdale Avenue space will be used for offices. This matter has been before the Historic Preservation Commission (HPC) and the Plan Commission twice. The HPC did not recommend the first time, and the Plan Commission sent it back to the HPC because of concerns with the storefront design. They felt it had a modern appearance not consistent with the Colonial design of the area. The applicant revised the plan, and both Commissions supported the revised plans. However, they recommended the entrance door be recessed 3' feet so that when it swings open it does not encroach the sidewalk, and will fit better with other historic buildings. Trustee Stifflear noted the HPC and the Plan Commission have not reviewed the plans for the recess, but they were reviewed by HPC Chairman John Bohnen and Plan Commission Chairman Steve Cashman, who signed off on the changes noting it was an improvement. He clarified that Plan Commission and HPC recommendations were contingent on the recess.

Mr. Mike Klein, representing Airoom, addressed the Board. He agreed to forgo the design plan without the recess, and build a recess as recommended. The Board had no additional questions. Village Planner Bethany Salmon explained that the Plan Commission had approved the signage, but they were holding off on fabrication until the recess was officially before the Board.

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

Trustee Stifflear remarked the Plan Commission and HPC are doing a good job with our downtown making properties be more reflective of the historic nature of the town.

CONSENT AGENDA

Administration & Community Affairs (Chair Posthuma)

- a) Trustee Haarlow moved to **Approve payment of the accounts payable for the period of September 29, 2022 through October 12, 2022 in the aggregate amount of \$1,438,827.03 as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk.** Trustee Banke seconded the motion.

AYES: Trustees Posthuma, Haarlow, Stifflear, Fisher, Byrnes, Banke

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

The following items were approved by omnibus vote:

Environment & Public Services (Chair Byrnes)

- b) **Award the 2022 50/50 Sidewalk Program to Suburban Concrete in an amount not to exceed \$132,500**

Zoning & Public Safety (Chair Stifflear)

- c) **Approve an Intergovernmental Agreement (IGA) with the Illinois Department of Health and Family Services (IDHFS) regarding participation in the Ground Emergency Medical Transport program (GEMT); and Amend an Ordinance Amending Section 4-1-9 (Ambulance and Life Support Services Fees in Title 4 (Health and Sanitation), Chapter 1 (General Health Regulations), of the Village Code of Hinsdale Relative to Ambulance and Life Support Services Fees** *(First Reading – October 4, 2022)*

Trustee Byrnes moved to **approve the Consent Agenda, as presented.** Trustee Fisher seconded the motion.

AYES: Trustees Posthuma, Haarlow, Stifflear, Fisher, Byrnes, Banke

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

SECOND READINGS / NON-CONSENT AGENDA – ADOPTION

Zoning & Public Safety (Chair Stifflear)

- a) **Approve an Ordinance Approving an Exterior Appearance and Site Plan to Allow for Second Floor Window Replacement on an Existing Building – 18 E. Hinsdale Avenue – Zazu Salon & Day Spa** *(First Reading – October 4, 2022)*

Trustee Stifflear introduced the item to replace the second floor windows at Zazu. There was discussion at the Historic Preservation Commission and the Plan Commission regarding whether the windows should be black or white. They agreed the proposed black windows were acceptable, and both Commissions unanimously recommended Board approval.

Trustee Stifflear moved to **Approve an Ordinance Approving an Exterior Appearance and Site Plan to Allow for Second Floor Window Replacement on an Existing Building – 18 E. Hinsdale Avenue – Zazu Salon & Day Spa.** Trustee Fisher seconded the motion.

AYES: Trustees Posthuma, Haarlow, Stifflear, Fisher, Byrnes, Banke

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

- b) **Approve an Ordinance Approving an Exterior Appearance and Site Plan to Allow for Changes to the Exterior Façade of an Existing Building – 35 E. First Street – Fuller House** *(First Reading – October 4, 2022)*

Trustee Stifflear introduced the item for proposed changes to the façade of Fuller House. With the exception of painting the brick, the Historic Preservation Commission and the Plan Commission unanimously recommended Board approval. The applicant agreed not to paint the brick.

Trustee Stifflear moved to **Approve an Ordinance Approving an Exterior Appearance and Site Plan to Allow for Changes to the Exterior Façade of an Existing Building – 35 E. First Street – Fuller House.** Trustee Byrnes seconded the motion.

AYES: Trustees Posthuma, Haarlow, Stifflear, Fisher, Byrnes, Banke

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

c) **Waive the First Reading and Approve An Ordinance Approving a Second Major Adjustment to an Exterior Appearance and Site Plan – Dr. VanWormer-Hartman – 110 E. Ogden Avenue**

President Cauley introduced the item noting that at the last meeting of the Village Board the landscaping on the south property line at 110 E. Ogden Avenue was discussed. The landscape plan that was originally approved assumed the existing trees would remain, but they were subsequently removed. The Stavers claimed the trees were on their property, the 110 owner claimed the trees were on their property. This is not an issue for the Village, but a matter for the property owners to resolve. However, what is relative to the Village Board is that the existing landscaping was to remain in place and be supplemented by additional landscaping. The Stavers correctly claim those trees provided screening from the 110 property, particularly when the trees were in leaf. For the past year this issue has been the subject of dispute, and has remained unresolved as to the volume and type of landscaping. President Cauley said he has been advised that planting season ends November 1, and if the landscaping is to be planted this year, the Board needs to resolve this issue this evening. The Board had assured the Stavers that 110 E. Ogden would not receive an occupancy permit until this issue was resolved, and after speaking with staff, it was clear that there was bad blood between the parties, and it was acknowledged getting together would be unproductive.

The Village has received several emails from the Stavers going back several months indicating what they want planted. They have also appeared before the Zoning Board of Appeals, and President Cauley has met with Mr. Staver. The Stavers have consistently demanded a 15' foot wall of arborvitae along the south property line that would grow to 20 or 25 feet.

President Cauley said he asked two independent landscapers who work in Hinsdale to visit the site and propose landscaping plans for the area that include 15' foot arborvitae. These plans were presented to the 110 owner and her contractor and counsel, and they were told this is what was expected to meet the Stavers demand for a wall of 15' foot arborvitae. Last Friday afternoon, October 14, a new plan was submitted to the Village by 110 E. Ogden that generally conformed to the independent landscapers plans, and included the required row of arborvitae. The new landscape plan was immediately sent to the Stavers and other neighbors. The matter was included on tonight's agenda, so this can be resolved and the landscaping can be planted. Village Attorney Michael Marrs had advised the Board it can waive whatever procedural steps that would usually be followed for a major adjustment to get these trees planted, and the Board can move tonight to approve the plan. This will provide the Stavers with some screening this winter, and will allow the trees to grow next spring, which is the principal time for tree growth.

With the help of a slide presentation, President Cauley illustrated the landscape plan that was approved in May 2021 and included seven arborvitae at 7" feet tall, and 4 Douglas Fir trees at 9' feet tall. The proposed plan before the Board tonight includes 21 arborvitae at 15' feet tall and two Douglas Firs at 9' feet tall. He pointed out this is three times the number of trees in the

original approved plan, and the trees are more than twice as tall as originally required. Additionally, he made note of the fact that the Village code clearly states required screening is 6' feet tall. The proposed plan goes above and beyond the code requirements, and the approved plan from 2021.

President Cauley congratulated the owner of 110 E. Ogden for meeting with him, looking at plans and agreeing to do this. It is his hope they can open their business, and we can be done with it.

Mr. Pat Walsh, attorney representing Dr. Hartman, addressed the Board stating President Cauley has accurately set forth the contents of the new proposal, and agreed Dr. Hartman has gone above and beyond what is required. He said it was good they had met with President Cauley, and they hope to get the business open soon. He explained their contractor, Mr. Mike Zalud, was able to source the trees from a farm in Plainfield, and they are actually a little bigger than what is proposed.

Mr. Jared Staver of 115 Fuller Road, addressed the Board stating that for the record he objects to this matter being rushed through the process. He believes the Board has violated the Open Meetings Act, because the documents associated with this item were not included on the website on Friday. He contends that Page 5 of the application is missing from what was provided to him on Friday, which is the attestation that notice and packet was sent via certified mail to surrounding neighbors. He also believes the Village requires a major adjustment go to the Plan Commission first, and then to the Board where there is a first reading open for public comment, and then a second reading. He asked why this is being skipped, as there is no emergency here. He referenced the March 2022 letter from Director of Community Development Robb McGinnis informing the 110 owner that a major adjustment was required to resolve these issues along the south property line prior to the issuance of a Certificate of Occupancy.

In June 2022, he came before the Board and requested a stop work order until the 110 owners filed a major adjustment, and he was assured that a Certificate of Occupancy would not be issued until a plan that was acceptable to the neighbors was produced. That was not done, and has yet to be done. At 8:35 p.m. last Friday, October 14, Village Manager Kathleen Gargano emailed the application to him, he reviewed it, and immediately emailed President Cauley that the plan was unacceptable. Mr. Staver said Dr. Hartman created this mess, she lied to the Board, and she clear cut the trees. He said there is absolutely no emergency to ram this through and forgo Village requirements. They expect the Village to live up to their assurances until neighbors have had enough time to review the plan to determine if it is suitable for all residents of Fuller Road. This new plan is no different from the original plan except the trees are taller. Mr. Staver said they want a second row of potentially 8-10 maple or elm trees, as he believes this will give them some semblance of what they had.

He said that lighting at 110 E. Ogden is now a problem because of the trees that are gone. If the parking lot lights are not moved they will shine into his son's bedrooms. This should go back to the Plan Commission for review. If the Board elects to proceed they do so at their own peril, and if they proceed, they may all be back here later. He asked the Board to follow due process, adhere to the code and the Open Meetings Act. Mr. Staver stated he had a video he would like to show. President Cauley declined the request stating the Board has already seen the video. He does not think it is necessary to spend the time watching it again.

Ms. Kelly Staver reiterated her husband's statements that the Board promised they would be allowed to agree to the landscape plan as long as it is reasonable, and they do not think it is reasonable. They also want a few maple trees planted. She said it is not fair that the Board is pushing this through without their agreement to the plan, as promised.

Mr. Michael Kuhn of 117 Fuller Road, reminded the Board that Land Rover had proposed using the 110 property to park their cars, which the Board denied, but they are still parking there. President Cauley said he doesn't know anything about cars being parked there. Mr. Kuhn said

they are, and it's a double whammy for neighbors. However, when the Land Rover business was presenting their plans, they were held to a standard that required a fence, no lights, and a wall. They are asking for the same consideration those neighbors got.

Village Attorney Michael Marrs confirmed that the Board can waive process. Further, the Open Meetings Act only requires the posting of an agenda 48 hours before a meeting, it does not require that every piece of paper must be publically available. In this case, the application came in late in the afternoon, and the Ordinance was not complete. There are no mailing requirements for major adjustments, however, the Village did provide notice because they said they would, but the applicant is not legally required to do so. As far as going back to the Plan Commission, if the major adjustment is in substantial conformity with the original plan, the Board can determine not to send the matter back to the Plan Commission.

President Cauley said that in the February 16, 2022 approved minutes of the Zoning Board of Appeals (ZBA), Member Podliska 'suggested all parties look at the pool screening at Garfield and Minneola as an example of adequate screening. Mr. Staver said he is familiar with this screening, and agreed it would be acceptable'. The August 17, 2022 approved ZBA minutes state 'Mrs. Staver said they are asking for 15-20' foot tall plantings, but they won't be picky as long as they provide screening'. In a June 25, 2022 email from Mrs. Staver to the Village states they are requiring at a minimum 'a row of trees that are touching when planted...at a minimum of 15-20' feet tall'. In an August 9, 2022 email to the Village, Mrs. Staver stated they have been willing to meet with the owner, but if they are unwilling, they have made it very clear they 'want a wall of privacy trees planted along the entire South lot line at a minimum of 15-20' feet and for it to be maintained. We are not specifying the species of tree to allow them any option as long as it provides a privacy wall'.

President Cauley said the Board would agree to what is reasonable, and he thinks 21 15' foot arborvitae is more than reasonable. Mrs. Staver disagreed, and directed the Board to the ZBA appeal that describes the retribution sought that includes a row of arborvitae and a second row of maple trees.

Trustee Stifflear commented he supports this proposal, and believes the Stavers will be fully shielded with a touching row of arborvitae. This is more than reasonable.

Trustee Stifflear moved to **Waive the filing deadline for an application, waive the required fees for an application, and Waive the First Reading and Approve An Ordinance Approving a Second Major Adjustment to an Exterior Appearance and Site Plan – Dr. VanWormer-Hartman – 110 E. Ogden Avenue.** Trustee Banke seconded the motion.

AYES: Trustees Posthuma, Haarlow, Stifflear, Fisher, Byrnes, Banke

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

DISCUSSION ITEMS

None.

DEPARTMENT AND STAFF REPORTS

None.

REPORTS FROM ADVISORY BOARDS AND COMMISSIONS

No reports.

CITIZENS' PETITIONS

None.

TRUSTEE COMMENTS

None.

ADJOURNMENT

There being no further business before the Board, President Cauley asked for a motion to adjourn. Trustee Banke moved to **adjourn the regularly scheduled meeting of the Hinsdale Village Board of Trustees of October 18, 2022.** Trustee Byrnes seconded the motion.

AYES: Trustees Posthuma, Haarlow, Stifflear, Fisher, Byrnes, Banke

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

Meeting adjourned at 7:56 p.m.

ATTEST: _____
Christine M. Bruton, Village Clerk

Public Services & Engineering

AGENDA SECTION: First Read – EPS

SUBJECT: ARPA Drainage Improvements-Intergovernmental Agreements

MEETING DATE: November 3, 2022

FROM: Matthew Lew, PE, Village Engineer

Recommended Motion

Approve Intergovernmental Agreements (IGAs) with DuPage County for American Rescue Plan Act (ARPA) Drainage Improvements for a reimbursement amount not to exceed \$234,645.

Background

In June 2022, the Village was awarded two drainage grants in the amount of \$234,645. These grants are awarded through the DuPage County Stormwater Management Municipal ARPA Grant Program. The grants are allocated for two drainage improvement projects on Charleston Road and Grant Street, and the grants will fund approximately 50% of the improvement construction cost. Two IGAs with DuPage County stipulate the details to receive these grants.

The proposed improvements are intended to reduce currently occurring flooding at the low points of Charleston Road and Fifth Street/Grant Street. Storm sewer and drainage structures will be constructed at both locations. The Village plans to include both projects within one construction contract to streamline coordination and achieve potential cost savings. The Village Board previously approved the design engineering contract to HR Green, Inc.

Discussion & Recommendation

DuPage County has authored two IGAs for the Village to approve, and the IGA reimbursement amount limits are as follows:

Project Reimbursement	Amount
Charleston Road Drainage Improvements	\$122,645
Fifth/Grant Streets Drainage Improvements	\$112,000
Total Reimbursement	\$234,645

The County will execute the IGAs after Village Board approval. The Village will design and construct the drainage improvements, and the Village will receive County reimbursement funds for eligible expenses with appropriate documentation. Village staff recommends approving the IGAs with DuPage County for a reimbursement amount not to exceed \$234,645.

Budget Impact

The 2023 project construction budget is \$550,000, and this amount is allocated within the proposed 2023 Budget. Up to \$234,645 of eligible construction expenses may be reimbursed by DuPage County per the two IGAs.

Village Board and/or Committee Action

The Village Board approved the associated design engineering contract for this improvement project at the September 6, 2022 Board Meeting.

Documents Attached

1. Charleston Road DuPage County IGA
2. Fifth Street and Grant Street DuPage County IGA

INTERGOVERNMENTAL AGREEMENT BETWEEN COUNTY OF DUPAGE, ILLINOIS
AND THE VILLAGE OF HINSDALE FOR THE CHARLESTON ROAD DRAINAGE
PROJECT

This INTERGOVERNMENTAL AGREEMENT is made this 13th day of December 2022 between the COUNTY OF DUPAGE, a body politic and corporate, with offices at 421 N. County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and the VILLAGE OF HINSDALE, a body politic and corporate, with offices at 19 E. Chicago Avenue, HINSDALE, IL 60521 (hereinafter referred to as the VILLAGE).

R E C I T A L S

WHEREAS, the VILLAGE and the COUNTY are public agencies within the meaning of the Illinois "Intergovernmental Cooperation Act" and as authorized by Article 7, Section 10 of the Constitution of the State of Illinois; and

WHEREAS, the purposes of the "Intergovernmental Cooperation Act" and Article 7 of the Constitution of the State of Illinois include fostering cooperation among government bodies; and

WHEREAS, the Illinois General Assembly has granted the COUNTY authority to take action to manage stormwater and control flooding and to enter into agreements for the purposes of stormwater management and flood control (Illinois Compiled Statutes, Chapter 55 paragraphs 5/5-1062.3 and 5/5-15001 et. seq.); and

WHEREAS, the COUNTY has adopted the DuPage County Stormwater Management Plan which recognizes the reduction of stormwater runoff as an integral part of the proper management of storm and flood waters; and

WHEREAS, the COUNTY has been awarded \$179,266,585 in funding through the American Rescue Plan Act (ARPA); and

WHEREAS, ARPA permits the use of ARPA funds for stormwater infrastructure projects; and

WHEREAS, the COUNTY Board has allocated a portion of its ARPA funds be dedicated towards qualifying stormwater infrastructure projects; and

WHEREAS, the Stormwater Management Planning Committee and the DuPage County Board have approved a municipal cost share program, and a portion of the funds dedicated to

Stormwater Infrastructure are to be used to fund program specific shovel-ready projects that demonstrate flood protection and resilience measures; and

WHEREAS, the Stormwater Management Department on behalf of the COUNTY has developed and implemented a competitive grant program available to all municipalities in DuPage County; and

WHEREAS, the VILLAGE has submitted an application under this grant program for the "CHARLESTON ROAD DRAINAGE PROJECT" that meets the criteria as a project that qualifies as an ARPA Stormwater Infrastructure Project (herein referred to as the "PROJECT"); and

WHEREAS, the COUNTY and the VILLAGE have determined that the implementation of the PROJECT will benefit local citizens with flood protection, water quality and/or resilience measures; and;

WHEREAS, the VILLAGE has requested COUNTY participation in cost sharing of the PROJECT through a grant from the COUNTY'S American Rescue Plan Act in an amount not to exceed one hundred twenty-two thousand, six hundred forty-five dollars (\$122,645); and

WHEREAS, the VILLAGE shall pay all PROJECT expenses up front and will be reimbursed for qualified expenses per this AGREEMENT; and

WHEREAS, the VILLAGE shall share any available data collected from the PROJECT for the purposes of fostering community education and improving upon similar future projects; and

NOW, THEREFORE, in consideration of the promises, the mutual covenants, terms, and conditions herein set forth, and the understandings of each party to the other, the parties do hereby mutually covenant, promise and agree as follows:

1.0 INCORPORATION AND CONSTRUCTION.

1.1 All recitals set forth above are incorporated herein and made a part thereof, the same constituting the factual basis for this AGREEMENT.

1.2 The headings of the paragraphs and subparagraphs of this AGREEMENT are inserted for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to affect the construction hereof.

2.0 PROJECT DESCRIPTION.

- 2.1 The PROJECT involves upsizing an existing storm sewer that results in flooding of a depressional area at the low point of Charleston Road which extends into and floods two residential homes.
- 2.2 The PROJECT shall be developed essentially in accord with the engineering report prepared by HRGreen with a latest revision date of January 18, 2022, which document is incorporated herein by reference but is not attached hereto due to space limitations.

3.0 FUNDING.

- 3.1 The total construction related PROJECT costs are estimated to be two hundred forty-five thousand, two hundred and ninety dollars (\$245,290). The COUNTY's maximum reimbursement amount is \$122,645 or 50% of the PROJECT cost, whichever is least. The anticipated cost share is as follows, unless otherwise agreed to in writing as provided in Paragraph 3.2 below:

VILLAGE OF HINSDALE	\$122,645
COUNTY OF DUPAGE	\$122,645
TOTAL	\$245,290

- 3.2 The VILLAGE shall be responsible for bearing any cost overruns or expenses in excess of the funding listed in Paragraph 3.1, regardless of the cause, unless the VILLAGE and COUNTY agree to apportion such extra costs (through an amendment consistent with Paragraph 8.1) before they are incurred.
- 3.3 This AGREEMENT shall in no way obligate the VILLAGE to undertake this PROJECT if the VILLAGE in its sole discretion determines that it is no longer in the VILLAGE's best interest to proceed with this PROJECT. However, in the event the PROJECT is not substantially completed by October 31, 2024, the VILLAGE shall promptly reimburse the COUNTY any monies paid by the COUNTY to the VILLAGE pursuant to this AGREEMENT. The VILLAGE's right to retain the COUNTY'S reimbursement of PROJECT costs is expressly conditioned upon the VILLAGE'S timely and satisfactory completion of the PROJECT.
- 3.4 The VILLAGE may only seek COUNTY reimbursement for allowable PROJECT construction expenses incurred on, or before, October 31, 2024. Allowable PROJECT expenses incurred and paid by the VILLAGE in relation to the PROJECT shall include third-party professional services related to the construction of the PROJECT, but does not include construction management, bid advertising, etc. Notwithstanding the foregoing, allowable expenses shall not include the VILLAGE'S administrative costs, overhead, payroll, land acquisition, legal or accounting services.

- 3.5 As this Agreement utilizes ARPA funds, the VILLAGE is aware that time is of the essence in notifications as to whether the VILLAGE will proceed with this project to substantial completion not later than October 31, 2024. If the VILLAGE fails to communicate that the VILLAGE is not proceeding with this project or if the VILLAGE fails to substantially complete this project by October 31, 2024, the COUNTY may recoup any expended funds and withhold any unexpended funds to be used for other permissible purposes in advance of the December 31, 2026 federal recapture deadline.

4.0 VILLAGE'S RESPONSIBILITIES.

- 4.1 The VILLAGE shall be responsible for the preparation of the plans, specifications, and bid documents for the PROJECT, together with the advertisement and award of all PROJECT-related public bids. The VILLAGE shall select, and contract with, all vendors providing professional services for the PROJECT.
- 4.2 The VILLAGE shall be responsible for successful completion of all phases of the PROJECT, from design and construction through maintenance.
- 4.3 The VILLAGE shall be responsible for securing all local, county, state, and federal permits necessary for completion of the PROJECT.
- 4.4 The VILLAGE shall be responsible for submitting copies of all permit applications and related correspondence to the COUNTY in a timely manner to ensure sufficient review by the COUNTY. The purpose of the COUNTY'S review shall be for the sole purpose of documenting whether PROJECT work components qualify as allowable expenses.
- 4.5 The VILLAGE shall be responsible for obtaining all required land rights necessary for the completion of the PROJECT.
- 4.6 The VILLAGE shall not be reimbursed by the COUNTY for work undertaken prior to the signing of this AGREEMENT.
- 4.7 The VILLAGE may enter into additional agreements to secure its portion of the local PROJECT costs.
- 4.8 The VILLAGE shall submit no more than one invoice per month to the COUNTY during the construction and maintenance phases of the PROJECT. Under no circumstances should the COUNTY be invoiced more than one hundred twenty-two thousand, six hundred forty-five dollars (\$122,645) or 50% of the PROJECT costs, whichever is least. The invoice shall show the quantities, cost per item,

date of work incurred, proof of payment (copy of check), final waivers from the primary contractor, and a brief summary of work completed on the PROJECT.

- 4.9 The VILLAGE shall make direct payments, or cause to have payments made, to all parties providing services related to this PROJECT. This requirement will not affect the COUNTY'S obligation to reimburse the VILLAGE in the amounts herein agreed upon, nor shall this provision affect the VILLAGE'S obligation to repay the COUNTY in the event the PROJECT is not undertaken or completed, as established in Paragraph 3.3.
- 4.10 The VILLAGE shall make any data collected from the PROJECT available to the COUNTY upon reasonable request by the COUNTY. The COUNTY shall be allowed unlimited, but reasonable, access to the PROJECT area to observe and review PROJECT work and all work documents (i.e., plans, change orders, field orders, construction manager diaries, etc.). The COUNTY shall provide the VILLAGE reasonable advanced notice of when the COUNTY requires such access.
- 4.11 The COUNTY shall not be responsible for or have control over the design, construction, means, methods, techniques or procedures with respect to any work performed for the PROJECT. The VILLAGE and VILLAGE'S contractors shall be solely responsible for the safety of all individuals performing work on the PROJECT. The VILLAGE shall take such measures as are necessary to ensure that its contractors maintain the PROJECT areas in a safe condition and install appropriate barricades and warning signs, and the VILLAGE shall strictly enforce or cause to have strictly enforced all applicable safety rules and regulations. This provision is not intended to create any new burden or liability for the VILLAGE beyond the usual burdens and liabilities for a municipality in the construction of public improvements. This section is intended merely to relieve the COUNTY from such liabilities in this PROJECT. COUNTY'S role in conducting any review or granting any consent or approval relates solely to the PROJECT'S eligibility under the COUNTY'S ARPA funding.
- 4.12 The VILLAGE must acknowledge the COUNTY using logo(s) and wording provided by the COUNTY in permanent onsite signage (if applicable) and other promotion of the PROJECT including, but not limited to, printed materials, press releases and presentations.

5.0 COUNTY'S RESPONSIBILITIES.

- 5.1 The COUNTY shall reserve the right to review the PROJECT plans and specifications, prior to the VILLAGE's advertisement for contract services, together with any subsequent change orders, addendums, or revisions thereto ("CONTRACT DOCUMENTS"), for the purpose of verifying that PROJECT components qualify for reimbursement through the COUNTY'S ARPA Grant. The COUNTY shall promptly provide the VILLAGE with any recommended changes to the CONTRACT DOCUMENTS for PROJECT components to qualify for reimbursement.
- 5.2 The COUNTY shall cost share in the PROJECT as follows:
 - 5.2.1 The COUNTY shall reimburse the VILLAGE for approved costs associated with the PROJECT at a maximum amount of \$122,645, or 50% of the PROJECT cost whichever is least, which have been incurred and paid for by the VILLAGE, as specified in Paragraph 3.1.
 - 5.2.2 The total reimbursement amount paid by the COUNTY shall not exceed one hundred twenty-two thousand, six hundred forty-five dollars (\$122,645).
 - 5.2.3 In the event PROJECT costs total less than two hundred forty-five thousand, two hundred and ninety dollars (\$245,290), the COUNTY'S total reimbursement amount shall be not more than fifty percent (50%) of the actual total PROJECT costs, or \$122,645 whichever is least. Any amounts overpaid by the COUNTY shall be promptly refunded by the VILLAGE.
 - 5.2.4 The COUNTY shall not be obligated to pay invoices received after December 30, 2024, regardless of when the work was completed and notwithstanding that the COUNTY'S contribution limit has not been reached.
 - 5.2.5 The COUNTY shall not reimburse for any work completed before entering into the IGA, nor shall pay for any work completed after October 31, 2024.
 - 5.2.6 The COUNTY shall not reimburse for any work completed for invoices received after December 30, 2024.
- 5.3 The COUNTY shall be allowed unlimited, but reasonable, access to the PROJECT area to observe and review PROJECT work and work documents (i.e., plans, change orders, field orders, manager diaries, etc.) for the limited purpose of determining eligibility for COUNTY reimbursement, and the use of all data collected as part of the PROJECT.

- 5.4 The COUNTY does not, and shall not warrant, and makes no representations that the project meets all the qualifications and requirements for the expenditure of ARPA funds.

6.0 GOVERNMENT REGULATIONS.

- 6.1 The VILLAGE shall comply with all local, county, state and federal requirements now in force, or which may hereafter be in force, pertaining to the PROJECT.
- 6.2 The VILLAGE understands and agrees that ARPA funds are subject to audit and potential recoupment by the Federal Government of the United States of America. The VILLAGE agrees to assist the COUNTY in responding to any audits of the ARPA funds used for the project.

7.0 INDEMNIFICATION.

- 7.1 The VILLAGE shall indemnify, hold harmless and defend the COUNTY or any of its officials, officers, employees, and agents from and against all liability, claims, suits, demands, liens, proceedings and actions, including reasonable costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the VILLAGE'S performance under this AGREEMENT to the fullest extent the VILLAGE is so authorized under the law; provided, however, that the VILLAGE shall not be obligated to indemnify, hold harmless and defend the COUNTY for any negligent or intentional wrongful misconduct or omissions by COUNTY officials, employees, agents, contractors or personnel.
- 7.2 The VILLAGE shall specifically indemnify, hold harmless and defend the County or any of its officials, officers, employees, and agents from and against all liability, claims, suits, demands, liens, proceedings and actions, including reasonable costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with the use of ARPA funds for this project, including, but not limited to audits, recoupment of the ARPA funds used for this project, or fines and penalties assessed related to using ARPA funds for this project.
- 7.3 The VILLAGE shall require each consultant and contractor responsible for the construction, maintenance, or monitoring of the PROJECT to name the VILLAGE and COUNTY as an additional insured party on said vendor's liability insurance policy. Further, the VILLAGE shall require that its consultants and contractors indemnify, defend and hold harmless the VILLAGE and COUNTY, its officers, employees and elected officials from and against any claims, liability or judgments resulting from, or caused by, the negligence or willful conduct of such consultant and, or contractor.

- 7.4 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, liens, proceedings and actions brought against them. Pursuant to Illinois law, any attorney representing the COUNTY, under this paragraph or paragraphs 7.1, 7.2 or 7.3 is to be the State's Attorney, in accord with the applicable law. The COUNTY'S participation in its defense shall not remove VILLAGE'S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above. Moreover, indemnity as provided in this AGREEMENT shall not be limited by reason of any insurance coverage maintained by the VILLAGE or its consultants, contractors or agents. The VILLAGE'S indemnification of the COUNTY shall survive the termination, or expiration, of this AGREEMENT.

8.0 AMENDMENT OR MODIFICATION OF THIS AGREEMENT.

- 8.1 The parties may modify or amend terms of this AGREEMENT only by a written document duly approved and executed by both parties, excluding term extensions as provided for in the following provision.
- 8.2 Notwithstanding Paragraph 8.1, above, the term for performing this AGREEMENT may be extended by any suitable COUNTY designated form, signed by both parties without formal amendment pursuant to Paragraph 8.1, above.

9.0 TERM OF THIS AGREEMENT.

- 9.1 The term of this AGREEMENT shall begin on the date the AGREEMENT is fully executed, and shall continue in full force and effect until the earlier of the following occurs:
- 9.1.1 December 30, 2024, or to a new date agreed upon by the parties.
- 9.1.2 The completion by the VILLAGE and COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before December 30, 2024.

10.0 ENTIRE AGREEMENT.

- 10.1 This AGREEMENT, including matters incorporated herein, contains the entire AGREEMENT between parties.
- 10.2 There are no other covenants, warranties, representations, promises, conditions or understandings, either oral or written, other than those contained herein.

10.3 This AGREEMENT may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

10.4 In the event of a conflict between the terms or conditions of this AGREEMENT and any term or condition found in any exhibit or attachment, the terms and conditions of this AGREEMENT shall prevail.

11.0 SEVERABILITY.

11.1 In the event any provision of this AGREEMENT is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT. The remainder of this AGREEMENT shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.

12.0 GOVERNING LAW.

12.1 The laws of the State of Illinois shall govern this AGREEMENT as to both interpretation and performance.

12.2 The venue for resolving any disputes concerning the parties' respective performance, or failure to perform, under this AGREEMENT, shall be the judicial circuit court for DuPage County.

13.0 NOTICES.

13.1 Any required notice shall be sent to the following addresses and parties:

George Peluso
Director of Public Services
Village of Hinsdale
19 E. Chicago Avenue
HINSDALE, IL 60521

DuPage County State's
Attorney's Office
ATTN: Civil Bureau
503 N. County Farm Rd.
Wheaton, Illinois 60187

Sarah Hunn
Director
DuPage County
Stormwater Management
421 N. County Farm Road
Wheaton, Illinois 60187

14.0 WAIVER OF/FAILURE TO ENFORCE BREACH.

14.1 The parties agree that the waiver of, or failure to enforce, any breach of this AGREEMENT by the remaining party shall not be construed, or otherwise operate, as a waiver of any future breach of this AGREEMENT. Further the failure to enforce any particular breach shall not bar or prevent the remaining party from enforcing this AGREEMENT with respect to a different breach.

15.0 NO WAIVER OF TORT IMMUNITIES

- 15.1 Nothing contained in any provision of this Agreement is intended to constitute nor shall constitute a waiver of the defenses, privileges or immunities available to the parties under the Illinois Local Governmental and Governmental Employees Tort Immunity Act.

IN WITNESS OF, the parties set their hands and seals as of the date first written above.

COUNTY OF DUPAGE

VILLAGE OF HINSDALE

Daniel Cronin,
Chairman

Thomas Cauley, Jr.
Village President

ATTEST:

ATTEST:

Jean Kaczmarek,
County Clerk

Christine Bruton
Village Clerk

INTERGOVERNMENTAL AGREEMENT BETWEEN COUNTY OF DUPAGE, ILLINOIS
AND THE VILLAGE OF HINSDALE FOR THE FIFTH AND GRANT DRAINAGE
PROJECT

This INTERGOVERNMENTAL AGREEMENT is made this 13th day of December 2022 between the COUNTY OF DUPAGE, a body politic and corporate, with offices at 421 N. County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and the VILLAGE OF HINSDALE, a body politic and corporate, with offices at 19 E. Chicago Avenue, HINSDALE, IL 60521 (hereinafter referred to as the VILLAGE).

R E C I T A L S

WHEREAS, the VILLAGE and the COUNTY are public agencies within the meaning of the Illinois "Intergovernmental Cooperation Act" and as authorized by Article 7, Section 10 of the Constitution of the State of Illinois; and

WHEREAS, the purposes of the "Intergovernmental Cooperation Act" and Article 7 of the Constitution of the State of Illinois include fostering cooperation among government bodies; and,

WHEREAS, the Illinois General Assembly has granted the COUNTY authority to take action to manage stormwater and control flooding and to enter into agreements for the purposes of stormwater management and flood control (Illinois Compiled Statutes, Chapter 55 paragraphs 5/5-1062.3 and 5/5-15001 et. seq.); and

WHEREAS, the COUNTY has adopted the DuPage County Stormwater Management Plan which recognizes the reduction of stormwater runoff as an integral part of the proper management of storm and flood waters; and

WHEREAS, the COUNTY has been awarded \$179,266,585 in funding through the American Rescue Plan Act (ARPA); and

WHEREAS, ARPA permits the use of ARPA funds for stormwater infrastructure projects; and

WHEREAS, the COUNTY Board has allocated a portion of its ARPA funds be dedicated towards qualifying stormwater infrastructure projects; and

WHEREAS, the Stormwater Management Planning Committee and the DuPage County Board have approved a municipal cost share program, and a portion of the funds dedicated to

Stormwater Infrastructure are to be used to fund program specific shovel-ready projects that demonstrate flood protection and resilience measures; and

WHEREAS, the Stormwater Management Department on behalf of the COUNTY has developed and implemented a competitive grant program available to all municipalities in DuPage County; and

WHEREAS, the VILLAGE has submitted an application under this grant program for the "FIFTH AND GRANT DRAINAGE PROJECT" that meets the criteria as a project that qualifies as an ARPA Stormwater Infrastructure Project (herein referred to as the "PROJECT"); and

WHEREAS, the COUNTY and the VILLAGE have determined that the implementation of the PROJECT will benefit local citizens with flood protection, water quality and/or resilience measures; and;

WHEREAS, the VILLAGE has requested COUNTY participation in cost sharing of the PROJECT through a grant from the COUNTY'S American Rescue Plan Act in an amount not to exceed one hundred twelve thousand dollars (\$112,000); and

WHEREAS, the VILLAGE shall pay all PROJECT expenses up front and will be reimbursed for qualified expenses per this AGREEMENT; and

WHEREAS, the VILLAGE shall share any available data collected from the PROJECT for the purposes of fostering community education and improving upon similar future projects; and

NOW, THEREFORE, in consideration of the promises, the mutual covenants, terms, and conditions herein set forth, and the understandings of each party to the other, the parties do hereby mutually covenant, promise and agree as follows:

1.0 INCORPORATION AND CONSTRUCTION.

1.1 All recitals set forth above are incorporated herein and made a part thereof, the same constituting the factual basis for this AGREEMENT.

1.2 The headings of the paragraphs and subparagraphs of this AGREEMENT are inserted for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to affect the construction hereof.

2.0 PROJECT DESCRIPTION.

- 2.1 The PROJECT involves the installation of approximately 350 feet of 24-inch storm sewer to eliminate frequent flooding at the intersection of Fifth and Grant that impacts both the roadway and results in flood damage to twelve adjacent homes.
- 2.2 The PROJECT shall be developed essentially in accord with the concept prepared by HRGreen with a latest revision date of June 3, 2011, which document is incorporated herein by reference but is not attached hereto due to space limitations.

3.0 FUNDING.

- 3.1 The total construction related PROJECT costs are estimated to be two hundred twenty-four thousand dollars (\$224,000). The COUNTY's maximum reimbursement amount is \$112,000 or 50% of the PROJECT cost, whichever is least. The anticipated cost share is as follows, unless otherwise agreed to in writing as provided in Paragraph 3.2 below:

VILLAGE OF HINSDALE	\$112,000
<u>COUNTY OF DUPAGE</u>	<u>\$112,000</u>
TOTAL	\$224,000

- 3.2 The VILLAGE shall be responsible for bearing any cost overruns or expenses in excess of the funding listed in Paragraph 3.1, regardless of the cause, unless the VILLAGE and COUNTY agree to apportion such extra costs (through an amendment consistent with Paragraph 8.1) before they are incurred.
- 3.3 This AGREEMENT shall in no way obligate the VILLAGE to undertake this PROJECT if the VILLAGE in its sole discretion determines that it is no longer in the VILLAGE's best interest to proceed with this PROJECT. However, in the event the PROJECT is not substantially completed by October 31, 2024, the VILLAGE shall promptly reimburse the COUNTY any monies paid by the COUNTY to the VILLAGE pursuant to this AGREEMENT. The VILLAGE's right to retain the COUNTY'S reimbursement of PROJECT costs is expressly conditioned upon the VILLAGE'S timely and satisfactory completion of the PROJECT.
- 3.4 The VILLAGE may only seek COUNTY reimbursement for allowable PROJECT construction expenses incurred on, or before, October 31, 2024. Allowable PROJECT expenses incurred and paid by the VILLAGE in relation to the PROJECT shall include third-party professional services related to the construction of the PROJECT, but does not include construction management, bid advertising, etc. Notwithstanding the foregoing, allowable expenses shall not include the VILLAGE'S administrative costs, overhead, payroll, land acquisition, legal or accounting services.

- 3.5 As this Agreement utilizes ARPA funds, the VILLAGE is aware that time is of the essence in notifications as to whether the VILLAGE will proceed with this project to substantial completion not later than October 31, 2024. If the VILLAGE fails to communicate that the VILLAGE is not proceeding with this project or if the VILLAGE fails to substantially complete this project by October 31, 2024, the COUNTY may recoup any expended funds and withhold any unexpended funds to be used for other permissible purposes in advance of the December 31, 2026 federal recapture deadline.

4.0 VILLAGE'S RESPONSIBILITIES.

- 4.1 The VILLAGE shall be responsible for the preparation of the plans, specifications, and bid documents for the PROJECT, together with the advertisement and award of all PROJECT-related public bids. The VILLAGE shall select, and contract with, all vendors providing professional services for the PROJECT.
- 4.2 The VILLAGE shall be responsible for successful completion of all phases of the PROJECT, from design and construction through maintenance.
- 4.3 The VILLAGE shall be responsible for securing all local, county, state, and federal permits necessary for completion of the PROJECT.
- 4.4 The VILLAGE shall be responsible for submitting copies of all permit applications and related correspondence to the COUNTY in a timely manner to ensure sufficient review by the COUNTY. The purpose of the COUNTY'S review shall be for the sole purpose of documenting whether PROJECT work components qualify as allowable expenses.
- 4.5 The VILLAGE shall be responsible for obtaining all required land rights necessary for the completion of the PROJECT.
- 4.6 The VILLAGE shall not be reimbursed by the COUNTY for work undertaken prior to the signing of this AGREEMENT.
- 4.7 The VILLAGE may enter into additional agreements to secure its portion of the local PROJECT costs.
- 4.8 The VILLAGE shall submit no more than one invoice per month to the COUNTY during the construction and maintenance phases of the PROJECT. Under no circumstances should the COUNTY be invoiced more than one hundred twelve thousand dollars (\$112,000) or 50% of the PROJECT costs, whichever is least. The invoice shall show the quantities, cost per item, date of work incurred, proof of payment (copy of check), final waivers from the primary contractor, and a brief summary of work completed on the PROJECT.

- 4.9 The VILLAGE shall make direct payments, or cause to have payments made, to all parties providing services related to this PROJECT. This requirement will not affect the COUNTY'S obligation to reimburse the VILLAGE in the amounts herein agreed upon, nor shall this provision affect the VILLAGE'S obligation to repay the COUNTY in the event the PROJECT is not undertaken or completed, as established in Paragraph 3.3.
- 4.10 The VILLAGE shall make any data collected from the PROJECT available to the COUNTY upon reasonable request by the COUNTY. The COUNTY shall be allowed unlimited, but reasonable, access to the PROJECT area to observe and review PROJECT work and all work documents (i.e., plans, change orders, field orders, construction manager diaries, etc.). The COUNTY shall provide the VILLAGE reasonable advanced notice of when the COUNTY requires such access.
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- 4.12 The VILLAGE must acknowledge the COUNTY using logo(s) and wording provided by the COUNTY in permanent onsite signage (if applicable) and other promotion of the PROJECT including, but not limited to, printed materials, press releases and presentations.

5.0 COUNTY'S RESPONSIBILITIES.

- 5.1 The COUNTY shall reserve the right to review the PROJECT plans and specifications, prior to the VILLAGE's advertisement for contract services, together with any subsequent change orders, addendums, or revisions thereto ("CONTRACT DOCUMENTS"), for the purpose of verifying that PROJECT components qualify for reimbursement through the COUNTY'S ARPA Grant. The COUNTY shall promptly provide the VILLAGE with any recommended changes to the CONTRACT DOCUMENTS for PROJECT components to qualify for reimbursement.
- 5.2 The COUNTY shall cost share in the PROJECT as follows:

 - 5.2.1 The COUNTY shall reimburse the VILLAGE for approved costs associated with the PROJECT at a maximum amount of \$112,000, or 50% of the PROJECT cost whichever is least, which have been incurred and paid for by the VILLAGE, as specified in Paragraph 3.1.
 - 5.2.2 The total reimbursement amount paid by the COUNTY shall not exceed one hundred twelve thousand dollars (\$112,000).
 - 5.2.3 In the event PROJECT costs total less than two hundred twenty-four thousand dollars (\$224,000), the COUNTY'S total reimbursement amount shall be not more than fifty percent (50%) of the actual total PROJECT costs, or \$112,000 whichever is least. Any amounts overpaid by the COUNTY shall be promptly refunded by the VILLAGE.
 - 5.2.4 The COUNTY shall not be obligated to pay invoices received after December 30, 2024, regardless of when the work was completed and notwithstanding that the COUNTY'S contribution limit has not been reached.
 - 5.2.5 The COUNTY shall not reimburse for any work completed before entering into the IGA, nor shall pay for any work completed after October 31, 2024.
 - 5.2.6 The COUNTY shall not reimburse for any work completed for invoices received after December 30, 2024.
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- 5.4 The COUNTY does not, and shall not warrant, and makes no representations that the project meets all the qualifications and requirements for the expenditure of ARPA funds.

6.0 GOVERNMENT REGULATIONS.

- 6.1 The VILLAGE shall comply with all local, county, state and federal requirements now in force, or which may hereafter be in force, pertaining to the PROJECT.
- 6.2 The VILLAGE understands and agrees that ARPA funds are subject to audit and potential recoupment by the Federal Government of the United States of America. The VILLAGE agrees to assist the COUNTY in responding to any audits of the ARPA funds used for the project.

7.0 INDEMNIFICATION.

- 7.1 The VILLAGE shall indemnify, hold harmless and defend the COUNTY or any of its officials, officers, employees, and agents from and against all liability, claims, suits, demands, liens, proceedings and actions, including reasonable costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the VILLAGE'S performance under this AGREEMENT to the fullest extent the VILLAGE is so authorized under the law; provided, however, that the VILLAGE shall not be obligated to indemnify, hold harmless and defend the COUNTY for any negligent or intentional wrongful misconduct or omissions by COUNTY officials, employees, agents, contractors or personnel.
- 7.2 The VILLAGE shall specifically indemnify, hold harmless and defend the County or any of its officials, officers, employees, and agents from and against all liability, claims, suits, demands, liens, proceedings and actions, including reasonable costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with the use of ARPA funds for this project, including, but not limited to audits, recoupment of the ARPA funds used for this project, or fines and penalties assessed related to using ARPA funds for this project.
- 7.3 The VILLAGE shall require each consultant and contractor responsible for the construction, maintenance, or monitoring of the PROJECT to name the VILLAGE and COUNTY as an additional insured party on said vendor's liability insurance policy. Further, the VILLAGE shall require that its consultants and contractors indemnify, defend and hold harmless the VILLAGE and COUNTY, its officers, employees and elected officials from and against any claims, liability or judgments resulting from, or caused by, the negligence or willful conduct of such consultant and, or contractor.

- 7.4 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, liens, proceedings and actions brought against them. Pursuant to Illinois law, any attorney representing the COUNTY, under this paragraph or paragraphs 7.1, 7.2 or 7.3 is to be the State's Attorney, in accord with the applicable law. The COUNTY'S participation in its defense shall not remove VILLAGE'S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above. Moreover, indemnity as provided in this AGREEMENT shall not be limited by reason of any insurance coverage maintained by the VILLAGE or its consultants, contractors or agents. The VILLAGE'S indemnification of the COUNTY shall survive the termination, or expiration, of this AGREEMENT.

8.0 AMENDMENT OR MODIFICATION OF THIS AGREEMENT.

- 8.1 The parties may modify or amend terms of this AGREEMENT only by a written document duly approved and executed by both parties, excluding term extensions as provided for in the following provision.
- 8.2 Notwithstanding Paragraph 8.1, above, the term for performing this AGREEMENT may be extended by any suitable COUNTY designated form, signed by both parties without formal amendment pursuant to Paragraph 8.1, above.

9.0 TERM OF THIS AGREEMENT.

- 9.1 The term of this AGREEMENT shall begin on the date the AGREEMENT is fully executed, and shall continue in full force and effect until the earlier of the following occurs:
- 9.1.1 December 30, 2024, or to a new date agreed upon by the parties.
- 9.1.2 The completion by the VILLAGE and COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before December 30, 2024.

10.0 ENTIRE AGREEMENT.

- 10.1 This AGREEMENT, including matters incorporated herein, contains the entire AGREEMENT between parties.
- 10.2 There are no other covenants, warranties, representations, promises, conditions or understandings, either oral or written, other than those contained herein.

10.3 This AGREEMENT may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

10.4 In the event of a conflict between the terms or conditions of this AGREEMENT and any term or condition found in any exhibit or attachment, the terms and conditions of this AGREEMENT shall prevail.

11.0 SEVERABILITY.

11.1 In the event any provision of this AGREEMENT is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT. The remainder of this AGREEMENT shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.

12.0 GOVERNING LAW.

12.1 The laws of the State of Illinois shall govern this AGREEMENT as to both interpretation and performance.

12.2 The venue for resolving any disputes concerning the parties' respective performance, or failure to perform, under this AGREEMENT, shall be the judicial circuit court for DuPage County.

13.0 NOTICES.

13.1 Any required notice shall be sent to the following addresses and parties:

George Peluso
Director of Public Services
Village of Hinsdale
19 E. Chicago Avenue
HINSDALE, IL 60521

DuPage County State's
Attorney's Office
ATTN: Civil Bureau
503 N. County Farm Rd.
Wheaton, Illinois 60187

Sarah Hunn
Director
DuPage County
Stormwater Management
421 N. County Farm Road
Wheaton, Illinois 60187

14.0 WAIVER OF/FAILURE TO ENFORCE BREACH.

14.1 The parties agree that the waiver of, or failure to enforce, any breach of this AGREEMENT by the remaining party shall not be construed, or otherwise operate, as a waiver of any future breach of this AGREEMENT. Further the failure to enforce any particular breach shall not bar or prevent the remaining party from enforcing this AGREEMENT with respect to a different breach.

15.0 NO WAIVER OF TORT IMMUNITIES

- 15.1 Nothing contained in any provision of this Agreement is intended to constitute nor shall constitute a waiver of the defenses, privileges or immunities available to the parties under the Illinois Local Governmental and Governmental Employees Tort Immunity Act.

IN WITNESS OF, the parties set their hands and seals as of the date first written above.

COUNTY OF DUPAGE

VILLAGE OF HINSDALE

Daniel Cronin,
Chairman

Thomas Cauley, Jr.
Village President

ATTEST:

ATTEST:

Jean Kaczmarek,
County Clerk

Christine Bruton
Village Clerk

REQUEST FOR BOARD ACTION

Public Services & Engineering

AGENDA SECTION: First Read – EPS

SUBJECT: 2023 Asphalt Resurfacing – Professional Engineering Services

MEETING DATE: November 3, 2022

FROM: Matthew Lew, PE, Village Engineer

Recommended Motion

Award the design engineering and construction observation professional services for the 2023 Resurfacing Program to HR Green in the amount not to exceed \$88,211.

Background

Within the accelerated Master Infrastructure Program (MIP), the Village conducts an annual Resurfacing Improvement Program. Attachment 1 shows the streets and parking lots that are identified for resurfacing or patching in the 2023 Resurfacing Program. Village staff sent a request for proposal to engineering consulting firms who have recent, positive design engineering and construction observation experience with Village staff. After receiving proposals, HR Green was selected for this project proposal.

Discussion & Recommendation

HR Green has provided design engineering and construction observation services for numerous MIP projects in the Village. The most recent improvement project was the 2022 Asphalt Resurfacing Program. HR Green has provided satisfactory engineering services for this and other projects which were completed on-time and within budget. Village staff recommends awarding the design engineering and construction observation contract to HR Green.

Budget Impact

The proposed project construction budget is \$880,000, and the proposed project engineering budget is \$135,000. For planning purposes, Village staff budgeted engineering services at 15% of the construction budget, but firms often provide fees under the budgeted amount. For the 2023 Resurfacing Program, the provided HR Green proposal of \$88,211 is 10.0% of the total budget and within the available proposed project budget.

Village Board and/or Committee Action

N/A

Documents Attached

1. 2023 Resurfacing Project Locations
2. Engineering Professional Services Agreement

Attachment 1: 2023 Asphalt Resurfacing Project Locations

Street	From	To
Lincoln Street	Third Street	Eighth Street
Madison Street (Patching)	Sixth Street	Ninth Street
Second Street	Grant Street	Lincoln Street
Third Street	County Line Road	Hillcrest Avenue
Third Street	Vine Street	Grant Street
York Road (Patching)	Village Boundary	Ogden Avenue
Parking Lot	Veeck Park (near 701 E. Chicago Avenue)	
Parking Lot	Police and Fire Departments (near 121 Symonds Drive)	

Total Approximate Street Distance: 6,260 feet (1.2 miles)

Total Approximate Parking Lot area: 93,600 square feet (2.1 acres)

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

ENGINEERING PROFESSIONAL SERVICES
AGREEMENT
2023 Asphalt Resurfacing Program
Engineering Services

PROFESSIONAL SERVICES AGREEMENT

BETWEEN THE VILLAGE OF HINSDALE AND
HR GREEN, INC.

This Professional Services Agreement is entered into this 15th day of November 2022, 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 design engineering and construction observation for the 2023 Asphalt Resurfacing Program (herein referred to as the "Project");

Whereas, Engineer submitted a Revised Proposal dated 10/12/2022 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 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 design engineering and construction observation services for the 2023 Asphalt Resurfacing Program 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 the design engineering, development of contract documents, construction observation, 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 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 in a timely manner, with completion no later than 10/01/2023.

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 10/12/2022, attached hereto as Exhibit "A", Engineer agrees to provide all labor, materials, expertise, services and consultation related to the design engineering, development of contract documents, construction observation, 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 \$88,211.00.

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

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

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

liability and workers' compensation.

1. All insurance required herein of Engineer shall be valid and enforceable policies, insured by insurers licensed and permitted to do business by the State of Illinois or surplus line carriers qualified to do business in the State of Illinois. All insurance carriers and surplus line carriers shall be rated A-, VII or better by A.M. Best Company.
2. Engineer shall require all subcontractors not protected under the Engineer's policies to take out and maintain insurance of the same nature, in the same amounts and under the same terms as required herein of Engineer. Engineer shall confirm subcontractor compliance with the requirements stated herein prior to the performance of any Work by a subcontractor.
3. Engineer expressly understands and agrees that any 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) to the extent arising out of: (a) failure to comply with, or violation of, any known 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 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. 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 attorney's fees, to the extent arising out of negligent acts, omission, or willful misconduct in the 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 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 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 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, IL 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 _____ 2022,

Engineering Consultant

By: _____

(Printed Name and Title)

Accepted this 15th day of November 2022,

The Village of Hinsdale, Illinois

By: _____

Kathleen A. Gargano, Village Manager

Exhibit A – HR Green, Inc. Proposal dated 10/12/2022



Exhibit A

PROFESSIONAL SERVICES AGREEMENT

For

HINSDALE 2023 ASPHALT RESURFACING PROGRAM – RFP# 1687
ENGINEERING SERVICES
DESIGN/CONTRACT PLAN PREPARATION, AND
CONSTRUCTION OBSERVATION (FULL-TIME)

Matthew Lew, P.E.
Village Engineer
Village of Hinsdale
19 East Chicago Avenue
Hinsdale, IL 60521-3489
630-789-7039

T. Scott Creech, P.E.
HR Green
323 Alana Drive
New Lenox, IL 60451
815.320.7119
HR Green Project Number: 2202183

August 15, 2022
Revised October 12, 2022

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

1.0 Project Understanding

1.1 General Understanding

The proposed scope of services, associated fees, and deliverables required are based on the Request for Proposal No. 1687 received July 21, 2022, via email from Mr. Matthew Lew, P.E., Village Engineer at the Village of Hinsdale.

The services required for this project are to include design, bid/construction document preparation, bidding assistance, and construction observation services (Full-time) for pavement milling and patching with Hot Mix Asphalt (HMA) resurfacing, selective combination concrete curb and gutter removal and replacement, and Sidewalk and Ramp Replacement as required for ADA compliance. It is anticipated that up to a total of twenty-four (24) ADA ramps may be required with up to ten (10) located within the Veeck Park and EMA Parking Facilities depending on limits of improvements.

As requested by the CLIENT, Full-Time Construction Observation services associated with the Village of Hinsdale 2023 Resurfacing Program, located in DuPage County, Illinois are detailed within this contract/proposal. It is understood that Village Funding will be utilized for the Design and Construction Observation components and Village Funding in combination with MFT Funding will be utilized for the Construction of this project.

The 2023 Asphalt Resurfacing Program 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. Lincoln Street

- From Third St. to Eighth St.

Length ≈ 2510 ft.

Work Scope: 2" HMA mill and HMA resurface; pavement patching, spot curb and gutter removal and replacement; minimal sidewalk spot repair and one (1) ADA ramp improvement at Third St. is anticipated; striping; and landscape restoration

Surveying Scope: topo. survey not required here

Engineering Scope: Design & Bid/Construction Doc. Preparation

Construction Observation: Full-time Observation

B. Madison Street

- From Sixth St. to Ninth St.

Length ≈ 1,890 ft.

Work Scope: 2" HMA pavement patching, spot curb and gutter removal and replacement; Four (4) sidewalk ADA ramp improvements at Seventh St. and one (1) at Ninth St. are anticipated for a total of Five (5); Striping; and landscape restoration

Surveying Scope: topo. survey not anticipated to be required here

Engineering Scope: Design & Bid/Construction Doc. Preparation

Construction Observation: Full-time Observation

C. Second Street

- From Grant St. to Lincoln St.

Length ≈ 330 ft.

Work Scope: 2" HMA mill and HMA resurface; pavement patching, spot curb and gutter removal and replacement; Sidewalk spot repair; striping, ADA ramp construction – 4 ramps anticipated at Grant St; and landscape restoration

Surveying Scope: topo. survey not anticipated to be required here

Engineering Scope: Design & Bid/Construction Doc. Preparation

Construction Observation: Full-time Observation

D. Third Street

- From County Line Rd. to Hillcrest Ave.

Length ≈ 540 ft.

Work Scope: 2" HMA mill and HMA resurface; pavement patching; spot curb and gutter removal and replacement; sidewalk spot repair; ADA ramps are not anticipated; and landscape restoration

Surveying Scope: minimal topo. survey is anticipated to be required here

Engineering Scope: Design & Bid/Construction Doc. Preparation

Construction Observation: Full-time Observation

E. Third Street

- From Vine St. to Grant St.

Length ≈ 380 ft.

Work Scope: 2" HMA mill and HMA resurface; pavement patching; spot curb and gutter removal and replacement; Sidewalk spot repair; striping, ADA ramp construction – 2 ramps anticipated at Vine St.; and landscape restoration

Surveying Scope: topo. survey not required here

Engineering Scope: Design & Bid/Construction Doc. Preparation

Construction Observation: Full-time Observation

F. York Road

- From Village Boundary to Ogden Ave.

Area ≈ 610 ft.

Work Scope: 2" HMA pavement patching; spot curb and gutter removal and replacement; striping; PCC sidewalk spot removal and replacement; ADA ramp construction – 2 ramps anticipated at King Place; and landscape restoration

Surveying Scope: topo. survey not necessary for ADA ramp design here

Engineering Scope: Design & Bid/Construction Doc. Preparation

Construction Observation: Full-time Observation

G. EMS Parking Lots and Aisles

- Located near 121 Symonds Dr.

Area ≈ 4,400 square yards

Work Scope: 2" HMA mill and HMA resurface; pavement patching, spot curb and gutter removal and replacement; striping, PCC sidewalk removal and ADA ramp construction – five (5) ramps anticipated; and landscape restoration

Surveying Scope: topo. survey not anticipated to be necessary for ADA ramp design here.

Engineering Scope: Design & Bid/Construction Doc. Preparation

Construction Observation: Full-time Observation

1.2 Design Criteria/Assumptions

The plans will be prepared in accordance with standard design guidelines from Illinois Department of Transportation (IDOT) Standards for Road and Bridge Construction, IDOT Bureau of Local Roads Manual, Policies and Procedures, DuPage Division of Transportation, and CLIENT ordinances as applicable.

The construction contract for the 2023 Resurfacing Project is anticipated to commence in May 2023 and be completed within 40 working days by June 30, 2023 as noted in the RFP. The estimated man-hours for full-time construction observation of the project are based on 40 working days by the contractor in the field and it is anticipated that the contractor will complete all work on the project by the noted working days. 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 – COMPANY does not anticipate requiring topographic or boundary survey services except for an *estimated* four (4) sump pump connections. Therefore, additional services beyond the noted survey requirements can be provided with an amendment to the contract. If required, elevations will be referenced to the Hinsdale datum, which is on the NAVD 88 vertical datum and coordinates will be tied to the Illinois State Plane, East Zone (NAD 83) Coordinate System.

2.2 Roadway Design and Contract Plan Preparation

- A. Roadway Design, Contract Plan Preparation and Bidding Services – COMPANY shall provide the following design, plan 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. Geotechnical Engineering Services– For the scope of improvements specified for this year's asphalt resurfacing program, COMPANY anticipates the need for soil sampling and lab testing related to CCDD criteria for six (6) cores total - (3 pH w/LPC 662 Forms for 3 sites and 3 LPC 663 forms with analytical chemistry for VOCs, SVOCs, pH and Total 8 RCRA Metals-1 per each of the remaining three (3)).
 - vi. Notice of Intent/Notice of Termination – total disturbed area anticipated to be less than 1 acre so submittal to IEPA not included herein.
 - vii. Storm Water Pollution Prevention Plan - total disturbed area anticipated to be less than 1 acre so submittal to IEPA not included herein.

- viii. Develop pay items and schedule of quantities.
- ix. Engineer's Opinion of Probable Construction Cost (OPCC).
- x. Estimate of Time (EOT) for construction schedule estimate.
- xi. Coordination with CLIENT and other required Agencies.
- xii. Disposition of review comments.
- xiii. Quality Control.
- xiv. 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.
- xv. COMPANY will attend one (1) bid opening meeting at the CLIENT and provide bid evaluation input and a recommendation of award to the CLIENT.
- xvi. Administration and Project Management.

B. Developing Roadway Construction Documents – COMPANY shall prepare the Contract Plans and Specifications for the roadway improvements associated with the Village of Hinsdale 2023 Asphalt Resurfacing Program. This contract is based on the following:

- i. The roadway improvements include +/- 6,760 feet of existing residential roads along the segments specified above in Section I – Project Understanding and approximately +/-10,400 square yards of parking lot resurfacing. Included in the project for design and preparation of bidding/construction documents.
- ii. 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). Video televising of sewers is not applicable and therefore not included herein.
- iii. The pavement within the limits of the roadway improvement shall be milled and resurfaced to 2" depth. Pavement conditions within the project limits will be evaluated and full-depth patching will be included as determined to be required by the COMPANY and per CLIENT suggestion. 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.
- iv. 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).
- v. 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.
- vi. COMPANY shall develop two (2) Engineer's Opinion of Probable Construction Cost(s) (EOPCC) for the proposed improvements – one (1) to accompany each of the pre-final (90%) and final (100%) submittals.

C. 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.

- One (1) design related meeting(s) with the CLIENT.
- One (1) Bid Opening
- One (1) Pre-Construction Mtg. (included in Section 2.3)

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.

2.3 Construction Observation

A. Project Startup

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

B. Construction Observation

COMPANY will provide Full-time Construction Observation Services at a Time and Material basis not to exceed the amount listed herein. Note that the Full-time Construction Observation Services are based on an estimated 40 working days in field to complete the construction within the specified project construction window as noted within the RFP and subsequent communication with Village Engineer, which is May 2023 – June 2023. COMPANY will observe and verify that items being constructed, and materials being utilized are in general conformance with the approved plans and specifications and the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction as applicable.

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

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

COMPANY will provide erosion and sedimentation control observation services on a weekly basis and after a rainfall of 1/2" or more or 6" or more of snow. COMPANY will document each observation and will direct the contractor to repair and/or replace deficient erosion and sediment control measures.

C. Meetings

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

COMPANY anticipates that there will be eight (8) weekly construction progress meetings with the CLIENT, the contractor, and subcontractors, and residents as applicable from project start until project completion. See Section 3.0 for anticipated project schedule. These coordination meetings will begin after the start of construction. COMPANY will complete an agenda and meeting minutes for each construction meeting. Upon completion of the meeting minutes, COMPANY will distribute the meeting minutes to all entities.

D. Administration/Coordination

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

E. Project Close Out

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

- 2.4 Record Drawings – As there appears to be minimal storm sewer involved in the 2023 Asphalt Resurfacing Program, COMPANY will specify that the Contractor provide as-built drawings for the *estimated* four (4) sump pump connections, as required. The Contractor, through the construction/bid documents will be specified to provide a plan sheet containing the updated information showing rims, and invert elevations, pipe lengths, percentages of slope, of visible new sump pump connections (estimated 4 connections) in accordance with the roadway improvement plans marked "For Construction" prepared by COMPANY. This does not include any information on rim adjustments for storm structures. The location of these utilities shall be performed only once. Any adjustments shall be done on a time and material basis. The CLIENT or contractor must notify COMPANY of any changes to the utilities, so they can be shown on the plan set accordingly. The Contractor will be specified to provide a digital copy of the plan set to be completed in AutoCAD release 2019, in addition to providing two (2) paper copies of the plan set.

3.0 Deliverables and Schedules Included in this Contract

Anticipated Deliverables –

- A. Pre-Final Bid/Construction Documents (90% completion)
- B. Final Bid/Construction Documents (100% completion)
- C. Engineer's Opinion of Probable Construction Costs: Two (2) total, one (1) included with each of the above noted Bid/Construction Document submittals

Anticipated Project Schedule-

- Design Notice to Proceed – November 2022
- 90% Submittal to CLIENT– January 2023
- Receipt of Comments – January 2023
- Final P,S, & E for Bidding – February 2023
- Construction Request for Bids Advertised – March 2023

- Local Bid Opening – April 2023
- Anticipated Construction Start – May 2023
- Construction Completion – *40 working days* following Construction Start.

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. Record Drawings*;
- H. Right of way and easement plat preparation*; and
- I. Construction staking and layout*.

*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

COMPANY has included a budgetary amount for six (6) pavement cores and analysis for CCDD (see Section 2.2). Also, COMPANY has included a budgetary amount within this scope of services for Material Testing of Hot Mix Asphalt (HMA) and Portland Cement Concrete (PCC). A qualified *materials testing sub-consultant* will be available to provide material testing services for this project as a sub-consultant to COMPANY. Quality Assurance testing for asphalt and concrete may be completed at the discretion of COMPANY and CLIENT generally following IDOT QC/QA criteria.

6.0 Client Responsibilities

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

- A. Planning concepts
- B. Construction schedule expectations
- C. Existing utility mapping and atlases
- D. Existing right of way information
- E. Available soils data
- F. Available existing pavement composition and thickness
- G. Available/applicable studies by others
- H. CLIENT design guidelines
- I. CLIENT Code of Ordinances; and
- J. Review of 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 **\$88,211.00**.

ITEM	MAN- HOURS	LABOR COST	DIRECT COST (1)	SUB CONSULTING
2.1 Topographic Survey – N/A				
2.2 Roadway Design and Contract Plan Preparation				
Roadway Design & Contract Plan Preparation	160	\$ 19,650.00		
Meetings, Coordination, Administrative & QC/QA	12	\$ 2,250.00	\$ 100.00	
Geotechnical Engineering: Sub- Consultant budgetary #)				\$6,785.00
2.3 Construction Observation				
Field Observation & Admin, Pre- Con. Mtg. (2)	362	\$ 55,260.00	\$ 1,756.00	
Material Testing: Sub-Consultant budgetary #)	n/a			\$ 2,500.00
Subtotals:	534	\$ 77,160.00	\$ 1,766.00	\$ 9,285.00
Contract Total:			\$ 88,211.00	

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

(2) Construction Observation Services are based on estimated 40 Field Observation Days (contractor working days in reasonable succession) for construction & includes one (1) pre-construction meeting, documentation and coordination efforts per Scope of Services.

8.0 Terms and Conditions

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

8.1 Standard of Care

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

8.2 Entire Agreement

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

8.3 Time Limit and Commencement of Services

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

8.4 Suspension of Services

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

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

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

8.5 Books and Accounts

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

8.6 Insurance

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

8.7 Termination or Abandonment

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

8.8 Waiver

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

8.9 Severability

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

8.10 Successors and Assigns

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

8.11 Third-Party Beneficiaries

Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the COMPANY. The COMPANY's services under this AGREEMENT are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against the COMPANY because of this AGREEMENT or the performance or nonperformance of services hereunder. The CLIENT and COMPANY agree to require a similar provision in all contracts with contractors, subcontractors, sub-consultants, vendors and other entities involved in this project to carry out the intent of this provision.

8.12 Governing Law and Jurisdiction

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

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

8.13 Dispute Resolution

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

8.14 Attorney's Fees

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

8.15 Ownership of Instruments of Service

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

8.16 Reuse of Documents

All project documents including, but not limited to, plans and specifications furnished by COMPANY under this project are intended for use on this project only. Any reuse, without specific written verification or adoption by COMPANY, shall be at the CLIENT's sole risk, and CLIENT shall defend, indemnify and hold harmless COMPANY from all claims, damages and expenses including attorneys' 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 attorneys' 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; disease epidemic or pandemic; failure of any government agency to act in a 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 services. The compensation to be paid COMPANY for said professional 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 attorneys' 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.

8.30 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.

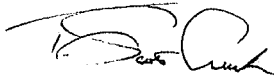
8.37 Municipal Advisor

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. Services will not begin until COMPANY receives a signed agreement. COMPANY's services shall be limited to those expressly set forth in this AGREEMENT and COMPANY shall have no other obligations or responsibilities for the Project except as agreed to in writing. The effective date of the AGREEMENT shall be the last date entered below.

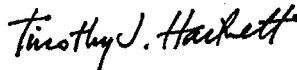
Sincerely,

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: 10/12/2022

Village of Hinsdale

Accepted by: _____

Printed/Typed Name: _____

Title: _____

Date: _____



HR GREEN
Billing Rate Schedule
Effective January 1, 2022

Professional Services	Billing Rate Range
Principal	\$215- \$310
Senior Professional	\$195- \$300
Professional	\$125- \$200
Junior Professional	\$85- \$145
Senior Technician	\$120- \$160
Technician	\$75- \$130
Senior Field Personnel	\$140- \$205
Field Personnel	\$90- \$170
Junior Field Personnel	\$75- \$100
Administrative Coordinator	\$70- \$115
Administrative	\$65- \$100
Corporate Admin	\$80- \$150
Operators/Interns	\$50- \$120

Reimbursable Expenses

1. Auto mileage will be charged per the standard mileage reimbursement rate established by the Internal Revenue Service. Survey and construction vehicle mileage will be charged on the basis of \$0.85 per mile or \$65.00 per day.

VILLAGE OF HINSDALE PROPOSAL FORM

IN SUBMITTING THIS PROPOSAL, THE CONSULTANT CERTIFIES THAT:

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

Signed and sworn this 15th day of August, 2022.

By: [Signature]
(Signature)

By: T. Scott Creech
(Printed Name)

d/b/a HR GREEN, INC.

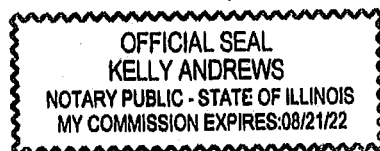
Business Address: 323 ALANA DR., New Lenox, IL 60451

Business Phone: 815-320-7119

E-Mail Address: screech@hrgreen.com

Subscribed and sworn before me
this 15th day of August, 2022

Notary Public:



Kelly Andrews

Public Services & Engineering

AGENDA SECTION: First Read – EPS

SUBJECT: IDOT Traffic Signal Maintenance-Intergovernmental Agreement

MEETING DATE: November 3, 2022

FROM: George Peluso, Director of Public Services

Recommended Motion

Approve an Intergovernmental Agreement (IGA) with the Illinois Department of Transportation (IDOT) to maintain State Traffic Signals located within the Village of Hinsdale.

Background

For area municipalities, IDOT maintains traffic signals on roadways under its jurisdiction. Municipalities typically contribute cost participation at IDOT intersections located within their borders per IDOT policy. Every several years, IDOT and municipalities enter into an updated IGA to stipulate the jurisdiction, maintenance, and cost participation for both parties.

Discussion & Recommendation

IDOT has authored an updated traffic signal IGA for local agencies, and it will govern maintenance and cost participation through June 2031. This document is a routine update to an existing agreement between IDOT and local agencies. The Village will typically contribute to maintenance costs based on the number of approaches per IDOT intersection, and the Village will be eligible to receive eligible energy costs reimbursed from IDOT. Village staff recommends approving the IGA with IDOT to maintain State Traffic Signals located within the Village.

Budget Impact

Operational budgets will be reviewed annually to account for varied costs with this continued traffic signal maintenance cost participation through 2031. IDOT typically bids their entire signal maintenance contract every 2 to 3 years. For 2023, the Village has budgeted \$10,500 for five traffic signals within Public Services Roadway Maintenance (Budget Fund 4200).

Village Board and/or Committee Action

N/A

Documents Attached

1. IDOT Traffic Signals IGA

INTERGOVERNMENTAL AGREEMENT

This Interagency Agreement is entered into between the Village of Hinsdale ("GOVERNMENTAL BODY") and the Department of Transportation ("DEPARTMENT") pursuant to the "Intergovernmental Cooperation Act" (5 ILCS 220) and in accordance with The DEPARTMENT's rules at 92 Ill. Adm. Code 544.

1. Governmental Body and the DEPARTMENT have a mutual interest in and the maintenance and apportionment of energy costs for traffic control devices located on State highways within or near the Governmental Body as shown on the attached Exhibit A, which is hereby made a part of this agreement.
2. In furtherance of said interests of, the entities agree:
 - a. **Cost.** The DEPARTMENT and the GOVERNMENTAL BODY agree to the maintenance responsibility and to the division of energy costs, for the traffic signals and other traffic control devices listed on the attached Exhibit A.
 - b. **Maintenance.** Modernization of traffic control devices is not covered under this agreement. It is agreed that the actual maintenance will be performed by the DEPARTMENT indicated on Exhibit A, either with its own forces or through contractual agreements
 - c. **Maintenance Level.** It is agreed that the signals and devices shall be maintained to at least the level of maintenance specified in the attached Exhibit B, which is hereby made a part of this agreement. It is understood this will meet the minimum requirements of the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways. Additional provisions regarding maintenance may be incorporated in this document (Exhibit B) upon agreement by both parties.
 - d. **Interconnect & Timing.** The DEPARTMENT agrees to maintain all signal equipment and interconnects associated with interconnected signal systems or Advanced Traffic Management System and interconnects with at-grade railroad crossings, at DEPARTMENT maintained locations. The DEPARTMENT shall determine the signal timing to coordinate and regulate the flow of traffic. No signal timing shall be changed at any state system intersection without prior DEPARTMENT approval. The GOVERNMENTAL BODY shall submit to the DEPARTMENT any changes proposed in signal timings.
 - e. **Interconnections: Installation & Damage.** The DEPARTMENT is not responsible for the cost of installing or maintaining traffic signals not on (but interconnected to traffic signals on) U.S. or State routes. Any damage done to State traffic signals in the attempt to connect local traffic signals shall be repaired to the DEPARTMENT's satisfaction and shall be the responsibility of the GOVERNMENTAL BODY.
 - f. **Master Monitoring Costs.** Master controllers installed on State intersections for the coordination of traffic signals are primarily used for the traffic signals located on U.S. or

State routes. The GOVERNMENTAL BODY may connect traffic signals to a State-owned master controller or Advanced Traffic Management System for the coordination or operation of non-State-owned traffic signals, for the purpose of synchronizing time or gaining remote access. If the GOVERNMENTAL BODY desires a communications link to their office for monitoring purposes, the GOVERNMENTAL BODY shall pay the entire cost of installing and maintaining such monitoring system.

- g. **Payment for Energy Costs.** The DEPARTMENT will reimburse the GOVERNMENTAL BODY for the DEPARTMENT'S proportionate share of the energy charges.
- h. **Indemnification.** Unless prohibited by State law, the GOVERNMENTAL BODY agrees to hold harmless and indemnify the DEPARTMENT, and its officials, employees, and agents, from any and all losses, expenses, damages (including loss of use), suits, demands and claims, and shall defend any suit or action, whether at law or in equity, based on an alleged injury or damage of any type arising from the actions or inactions of the GOVERNMENTAL BODY and/or the GOVERNMENTAL BODY's employees, officials, agents, contractors and subcontractors, and shall pay all damages, judgments, costs, expenses, and fees, including attorney's fees, incurred by the DEPARTMENT and its officials, employees and agents in connection therewith.

GOVERNMENTAL BODY shall defend, indemnify and hold the DEPARTMENT harmless against a third-party action, suit or proceeding ("Claim") against the DEPARTMENT to the extent such Claim is based upon an allegation that a Product, as of its delivery date under this Agreement, infringes a valid United States patent or copyright or misappropriates a third party's trade secret.

- i. **Emergency Vehicle Preemption Devices.** The costs of installation, timing, phasing, and maintenance of emergency vehicle preemption systems shall be the sole responsibility of the GOVERNMENTAL BODY. Any Governmental Body must notify the DEPARTMENT of any change in the emergency vehicle preemption system. However, the DEPARTMENT reserves the right to approve or reject, at any time, the placement of such systems on its traffic signal equipment.
- j. **Previous Agreements.** All traffic signal and traffic control device maintenance and electrical energy provisions contained in presently existing agreements or understandings between the DEPARTMENT and the GOVERNMENTAL BODY for traffic signals and/or other traffic control devices covered by this Master Agreement shall upon execution of this Master Agreement by the DEPARTMENT be superseded and be of no force or effect.

All parking ordinances and provisions bearing on items other than traffic signal and traffic control device maintenance and energy charges contained in presently existing agreements or letters of understanding between the DEPARTMENT and the GOVERNMENTAL BODY shall remain in full force and effect.

- k. **Modification.** Exhibit A can be modified to add or delete signals or devices, but only by written revision signed by the Regional Engineer, the Engineer of Operations and the authorized representative for the GOVERNMENTAL BODY. The modification shall be effective when fully executed and filed with the Department and the Clerk or Secretary of the GOVERNMENTAL BODY. This provision applies only to modification of Exhibit A.
- l. **Plan Review.** All traffic signal plans prepared by others for installation on State highways within municipal corporate limits, which are to be added to this agreement, must be reviewed and approved by the DEPARTMENT and the GOVERNMENTAL BODY.
- m. **Cost Sharing.** As indicated in Exhibit A, the cost of energy and maintenance of traffic signals, and/or other traffic control devices generally are shared in proportion to the number of approaches maintained by each unit of government, however, other DEPARTMENT policies and practices require cost sharing of energy and maintenance to be based on other criteria besides the number of approaches maintained. The maintenance costs of the interconnect system and related equipment as well as engineering costs for any approved coordination and timing studies shall be shared within the interconnect system, unless otherwise agreed to in a permit or by other agreement.
- n. **Jurisdictionally Transferred.** The GOVERNMENTAL BODY will be responsible for the maintenance costs of all traffic signal and/or other traffic control devices related to a roadway or roadways that has or have been jurisdictionally transferred by the DEPARTMENT to the GOVERNMENTAL BODY in a prior agreement(s).
- o. **Billing.** Bills shall be submitted by the DEPARTMENT on a three (3) month basis. The amount billed shall be the costs incurred less any proceeds from third party damage claims received during the billing period for repair of signals or devices that are the responsibility of the GOVERNMENTAL BODY.
 - i. Any proposed single expenditure in excess of \$10,000 for repair or damage to an installation must be approved by the GOVERNMENTAL BODY before the expenditure is made.
 - ii. The hours, or parts thereof, billed for each maintenance item will be at the actual time directly related to the work task.
 - iii. THE DEPARTMENT costs are composed of labor, equipment, materials and the quantity of each. The cost for labor will be determined by the actual hourly rate for the employee plus a multiplier to include direct and indirect labor related costs, retirement, social security, health, hospitalization and life insurance, holidays, vacation, sick leave and workers compensation. Equipment costs will be as listed in the Schedule of Average Annual Equipment Ownership Expense. Materials will be at cost.

- iv. The cost for contracted work will be the actual cost for the contractor. In District One, maintenance costs are based on the District's Electrical Maintenance Contract's (EMC) related bid cost and may vary from contract to contract. The length of District One's EMC is generally 2 to 3 years.

3. Notice under this agreement shall be as follows:

For The DEPARTMENT:

Lisa E. Heaven-Baum, Bureau Chief Traffic Ops

Name and Title

847-705-4140

Phone number

Lisa.Heaven-Baum@illinois.gov

Email Address

201 W. Center Court

Schaumburg, IL 60196

Address

For the GOVERNMENTAL BODY:

George Peluso, Director of Public Services

Name and Title

(630) 789-7041

Phone Number

gpeluso@villageofhinsdale.org

Email Address

225 Symonds Drive

Hinsdale, IL 60521

Address

4. **Effective Date.** This Agreement shall be effective from July 1, 2021 through June 30, 2031 and may be terminated prior to that date, by either party, upon 30 days written notice.

FOR THE GOVERNMENTAL BODY:

Village President
Signature and Job Title of Authorized Representative

Thomas Cauley, Jr.
Type or Print Name of Authorized Representative

11/15/2022
Date

FOR THE DEPARTMENT:

Jose Rios, Regional Engineer, Division of Highways

Yangs A. Kim, Chief Counsel

Date

(Approved as to form)

By: _____

Director, Division of Highways, Chief Engineer

Joanne Woodworth, Acting Chief Fiscal Officer

Date

Date: _____

By: _____

By: _____

Omer Osman, Secretary of Transportation

Date

By: _____

EXHIBIT A

Following is the list of signalized intersections and locations with traffic control devices along State highways located within or near the Village of Hinsdale of DuPage County that are subject to the provisions of the attached Master Agreement to which this list is an exhibit.

As of 5/26/21

LOCATION	TS#	% OF MAINTENANCE RESPONSIBILITY			% OF ENERGY CHARGES RESPONSIBILITY			AGENCY PERFORMING MAINT.
		STATE	LOCAL	OTHER	STATE	LOCAL	OTHER	
55th St at County Line Rd	(C)TS3840	75	25		75	25		STATE
US 34 at IL 83 (East Ramps)	(D)TS6115	100			100			STATE
US 34 at Madison St	(D)TS6130	50	50		50	50		STATE
US 34 at Salt Creek/Oak St	(D)TS6116	50	50			100	Per Permit	STATE
US 34 at York Rd	(D)TS6118	50	50		50	50		STATE



REQUEST FOR BOARD ACTION
Finance

AGENDA SECTION: Consent – ACA
SUBJECT: Accounts Payable-Warrant #1767
MEETING DATE: November 3, 2022
FROM: Alison Brothen, Finance Director *AB*

Recommended Motion

Approve payment of the accounts payable for the period of October 13, 2022 through October 26, 2022 in the aggregate amount of \$1,454,910.01 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 #1767 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

Warrant Register #1767

VILLAGE OF HINSDALE

ACCOUNTS PAYABLE WARRANT REGISTER #1767

FOR PERIOD October 13, 2022 through October 26, 2022

The attached Warrant Summary by Fund and Warrant Register listing TOTAL DISBURSEMENTS FOR ALL FUNDS of \$1,454,910.01 reviewed and approved by the below named officials.

APPROVED BY Alison Brothen DATE 10/27/22
FINANCE DIRECTOR

APPROVED BY _____ DATE _____
VILLAGE MANAGER

APPROVED BY _____ DATE _____
VILLAGE TRUSTEE

Village of Hinsdale
#1767
Summary By Fund

Recap By Fund	Fund	Regular Checks	ACH/Wire Transfers	Total
General Fund	100	290,105.33	-	290,105.33
Capital Project Fund	400	685,480.09	-	685,480.09
Water & Sewer Operations	600	15,563.71	-	15,563.71
Escrow Funds	720	312,850.00	-	312,850.00
Payroll Revolving Fund	740	7,380.93	143,392.87	150,773.80
Treasury Fund	799	137.08		137.08
Total		1,311,517.14	143,392.87	1,454,910.01

Village of Hinsdale
Schedule of Bank Wire Transfers and ACH Payments
1767

Payer	Date	Description	Vendor Invoice	Invoice Amount
Electronic Federal Tax Payment Systems	10/14/2022	Village Payroll #21 - Calendar 2022	FWH/FICA/Medicare	\$ 99,783.55
Illinois Department of Revenue	10/14/2022	Village Payroll #21 - Calendar 2022	State Tax Withholding	\$ 20,225.72
ICMA - 457 Plans	10/14/2022	Village Payroll #21 - Calendar 2022	Employee Withholding	\$ 18,394.85
HSA PLAN CONTRIBUTION	10/14/2022	Village Payroll #21 - Calendar 2022	Employer/Employee Withholding	\$ 4,988.75
Intergovernmental Personnel Benefit Cooperative			Employee Insurance	\$ -
Illinois Municipal Retirement Fund			Employer/Employee	\$ -
Total Bank Wire Transfers and ACH Payments				<u>\$ 143,392.87</u>



Warrant Register 1767

Invoice	Description	Invoice/Amount
AFLAC-FLEXONE		
20987	Payroll Run 1 - Warrant PR2221	651.60
	Check Date 10/14/2022 Total For Check # 114000	651.60
ILLINOIS FRATERNAL ORDER		
20985	Payroll Run 1 - Warrant PR2221	816.00
	Check Date 10/14/2022 Total For Check # 114001	816.00
NATIONWIDE RETIREMENT SOL		
20986	Payroll Run 1 - Warrant PR2221	525.00
	Check Date 10/14/2022 Total For Check # 114002	525.00
NATIONWIDE TRUST CO FSB		
20988	Payroll Run 1 - Warrant PR2221	4,965.56
	Check Date 10/14/2022 Total For Check # 114003	4,965.56
NCPERS GRP LIFE INS#3105		
20984	Payroll Run 1 - Warrant PR2221	192.00
	Check Date 10/14/2022 Total For Check # 114004	192.00
STATE DISBURSEMENT UNIT		
20989	Payroll Run 1 - Warrant PR2221	230.77
	Check Date 10/14/2022 Total For Check # 114005	230.77
BMO HARRIS BANK N.A. PYMT		
SEPT22	MISC CHARGES SEPT22	220.80
SEPT22	MISC CHARGES SEPT22	101.98
SEPT22	MISC CHARGES SEPT22	3.60
SEPT22	MISC CHARGES SEPT22	137.85
SEPT22	MISC CHARGES SEPT22	99.95
SEPT22	MISC CHARGES SEPT22	180.00
SEPT22	MISC CHARGES SEPT22	192.55
SEPT22	MISC CHARGES SEPT22	149.90
SEPT22	MISC CHARGES SEPT22	4.88
SEPT22	MISC CHARGES SEPT22	19.99
SEPT22	MISC CHARGES SEPT22	149.90
SEPT22	MISC CHARGES SEPT22	335.00
SEPT22	MISC CHARGES SEPT22	250.00
SEPT22	MISC CHARGES SEPT22	0.99
SEPT22	MISC CHARGES SEPT22	35.00
SEPT22	MISC CHARGES SEPT22	42.92
SEPT22	MISC CHARGES SEPT22	29.99
SEPT22	MISC CHARGES SEPT22	49.99



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Invoice	Description	Invoice/Amount
SEPT22	MISC CHARGES SEPT22	35.00
SEPT22	MISC CHARGES SEPT22	15.96
SEPT22	MISC CHARGES SEPT22	75.28
SEPT22	MISC CHARGES SEPT22	0.99
SEPT22	MISC CHARGES SEPT22	35.00
SEPT22	MISC CHARGES SEPT22	38.99
SEPT22	MISC CHARGES SEPT22	15.00
SEPT22	MISC CHARGES SEPT22	15.96
SEPT22	MISC CHARGES SEPT22	170.52
SEPT22	MISC CHARGES SEPT22	120.56
SEPT22	MISC CHARGES SEPT22	57.45
SEPT22	MISC CHARGES SEPT22	66.00
SEPT22	MISC CHARGES SEPT22	-57.45
SEPT22	MISC CHARGES SEPT22	61.99
SEPT22	MISC CHARGES SEPT22	49.99
SEPT22	MISC CHARGES SEPT22	3.23
SEPT22	MISC CHARGES SEPT22	780.00
SEPT22	MISC CHARGES SEPT22	115.00
SEPT22	MISC CHARGES SEPT22	87.80
SEPT22	MISC CHARGES SEPT22	70.15
SEPT22	MISC CHARGES SEPT22	18.98
SEPT22	MISC CHARGES SEPT22	156.89
SEPT22	MISC CHARGES SEPT22	22.44
SEPT22	MISC CHARGES SEPT22	95.00
SEPT22	MISC CHARGES SEPT22	11.43
SEPT22	MISC CHARGES SEPT22	56.39
SEPT22	MISC CHARGES SEPT22	153.79
SEPT22	MISC CHARGES SEPT22	140.00
SEPT22	MISC CHARGES SEPT22	0.99
SEPT22	MISC CHARGES SEPT22	100.00
SEPT22	MISC CHARGES SEPT22	39.78
SEPT22	MISC CHARGES SEPT22	69.00
SEPT22	MISC CHARGES SEPT22	100.00
SEPT22	MISC CHARGES SEPT22	289.69
Check Date 10/19/2022 Total For Check # 114006		5,017.09
COMCAST		
8771201110036815	WATER 10/5-11/4/22	164.80
8771201110036807	KLM 10/5-11/4/22	111.85



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Invoice	Description	Invoice/Amount
8771201110036781	POLICE 10/5-11/4/22	165.90
8771201110036757	VILLAGE HALL 10/5-11/4/22	263.85
8771201110009242	POLICE/FIRE 10/16-11/15/22	77.68
8771201110009242	POLICE/FIRE 10/16-11/15/22	77.68
	Check Date 10/19/2022 Total For Check # 114007	861.76
TOSHIBA AMER BUSINESS SOLUTIONS		
5871270	MAINT COPIER ADMIN-7/1/22-9/30/22	519.65
	Check Date 10/19/2022 Total For Check # 114008	519.65
TOSHIBA FINANCIAL SERVICE		
484712914	COPIER LEASE COM DEV/PARKS 10/6-11/6/22	192.50
484712914	COPIER LEASE COM DEV/PARKS 10/6-11/6/22	82.50
	Check Date 10/19/2022 Total For Check # 114009	275.00
A & B LANDSCAPING		
2022-0471	BRICK DRIVEWAY REPAIR (MAIN BREAK)	800.00
	Check Date 10/26/2022 Total For Check # 114010	800.00
A BLOCK MARKETING INC		
LC00069185	WOOD CHIP DUMPING	30.00
ME00068491	LOG DISPOSAL	60.00
LC00068664	WOODCHIP DISPOSAL	30.00
ME00068539	WOODCHIP DISPOSAL	30.00
	Check Date 10/26/2022 Total For Check # 114011	150.00
ADR BULBS		
11444	SUPPLY OF FLOWER BULBS FOR CBD BEDS	3,000.00
	Check Date 10/26/2022 Total For Check # 114012	3,000.00
ADVENTHEALTH BOLINGBROOK		
102208	SEP22 DRUG SCREENS	675.00
	Check Date 10/26/2022 Total For Check # 114013	675.00
AMERICAN EXPRESS		
8-03003-10122	MISC CHARGES-OCT22	25.00
8-03003-10122	MISC CHARGES-OCT22	460.00
8-03003-10122	MISC CHARGES-OCT22	-0.25
	Check Date 10/26/2022 Total For Check # 114014	484.75
APEX LANDSCAPING INC		
1006613	2022 LANDSCAPE MAINTENANCE CONTRACT VOB 4/12/22	541.00
1006613	2022 LANDSCAPE MAINTENANCE CONTRACT VOB 4/12/22	4,399.00



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Invoice	Description	Invoice/Amount
1006613	2022 LANDSCAPE MAINTENANCE CONTRACT VOB 4/12/22	14,106.00
	Check Date 10/26/2022 Total For Check # 114015	19,046.00
AT & T		
63032338639258	VEECK PARK WP-9/14-10/13/22	488.64
	Check Date 10/26/2022 Total For Check # 114016	488.64
ATLAS BOBCAT LLC		
BY5162	FILTERS FOR SERVICE #93	408.85
	Check Date 10/26/2022 Total For Check # 114017	408.85
AXON ENTERPRISES, INC		
INUS098956	CARTRIDGE FOR RECERTIFICATION-TASERS	3,116.00
	Check Date 10/26/2022 Total For Check # 114018	3,116.00
BATTERY SERVICE CORP		
90973	BATTERY FOR HUSQUVARA CONCRETE SAW	135.50
	Check Date 10/26/2022 Total For Check # 114019	135.50
BE PREPARED		
10152022	BE PREPARED SAFE AT HOME FALL	50.00
10152022.1	BE PREPARED FIRST AID CLASS FALL	45.00
	Check Date 10/26/2022 Total For Check # 114020	95.00
BEACON SSI INCORPORATED		
102269	SEPT GAS TANK INSPECT	190.00
	Check Date 10/26/2022 Total For Check # 114021	190.00
PLAYCORE GROUP INC & SUBSIDIARIES		
200975	POOL CONCESSIONS TABLES	2,789.40
	Check Date 10/26/2022 Total For Check # 114022	2,789.40
BUTTREY RENTAL SERVICE IN		
319107	CAMERA FOR SEWER PIPE FLOODING @ MB	185.00
318545	HAMMER DRILL FOR PVC PIPE-FLOODING MEM HALL	145.00
318444	DEHUMIDIFIER & FANS FOR FLOODING MEM BLDG	758.00
	Check Date 10/26/2022 Total For Check # 114023	1,088.00
CASANOVA, CHRISTIAN		
100222	UNIFORM ALLOW	170.09
	Check Date 10/26/2022 Total For Check # 114024	170.09
CCP INDUSTRIES INC		
IN03116606	PPE T-SHIRTS	159.00
IN03116606	PPE T-SHIRTS	371.00



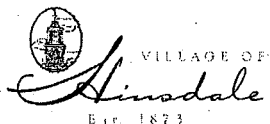
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Invoice	Description	Invoice/Amount
IN03116606	PPE T-SHIRTS	371.00
IN03116606	PPE T-SHIRTS	159.00
IN03116606	PPE T-SHIRTS	371.00
IN03116606	PPE T-SHIRTS	424.00
Check Date 10/26/2022 Total For Check # 114025		1,855.00
CDW-GOVERNMENT INC.		
DD68082	REPLACEMENT COMPUTER-SURFACE	147.62
DC19532	PD SERVER DRIVES	642.56
CQ18261	REPLACEMENT LAP TOP	776.49
CT96974	REPLACEMENT LAP TOP	776.49
CX47132	REPLACEMENT LAP TOP	776.49
DG90760	REPLACEMENT LAPTOP	776.49
Check Date 10/26/2022 Total For Check # 114026		3,896.14
CHESS SCHOLARS		
3004437	CHESS FALL 2022	264.06
Check Date 10/26/2022 Total For Check # 114027		264.06
CHICAGO ARTISAN ROASTERS		
1171	COFFEE	45.00
Check Date 10/26/2022 Total For Check # 114028		45.00
CINTAS CORPORATION 769		
5126007683	RESTOCK MEDICAL CABINET	81.85
5126007683	RESTOCK MEDICAL CABINET	81.85
4134170993	MAT & TOWEL SVC	22.85
4134170993	MAT & TOWEL SVC	27.42
4134170993	MAT & TOWEL SVC	21.39
4134170993	MAT & TOWEL SVC	12.15
4134170993	MAT & TOWEL SVC	46.08
4134170993	MAT & TOWEL SVC	42.97
Check Date 10/26/2022 Total For Check # 114029		336.56
CLARENDON HILLS PARK DIST		
HINSDALECHEER2 0221.0	MINI CHEER AND POMS FALL CLASS	176.00
Check Date 10/26/2022 Total For Check # 114030		176.00
CLEANSWEEP		
PS488270	STREET SWEEPING	2,086.22
Check Date 10/26/2022 Total For Check # 114031		2,086.22



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Invoice	Description	Invoice/Amount
COLLEY ELEVATOR COMPANY		
230992	VH ELEVATOR REPAIR	298.00
	Check Date 10/26/2022 Total For Check # 114032	298.00
COMMUNITY CSD181		
16	FALL FEST CUSTODIAL CHARGE FOR HMS	560.00
	Check Date 10/26/2022 Total For Check # 114033	560.00
CONSERV FS		
6419132	ORANGE PAINT-VEECK LACROSSE	264.00
	Check Date 10/26/2022 Total For Check # 114034	264.00
CONSTELLATION NEWENERGY		
3588906	GAS BILLS 9/1-9/30/22	175.57
3588906	GAS BILLS 9/1-9/30/22	175.56
3588906	GAS BILLS 9/1-9/30/22	223.42
3588906	GAS BILLS 9/1-9/30/22	343.95
3588906	GAS BILLS 9/1-9/30/22	604.85
3588906	GAS BILLS 9/1-9/30/22	241.39
	Check Date 10/26/2022 Total For Check # 114035	1,764.74
CORE & MAIN LP		
R612562	METER WIRE & COUPLINGS	2,570.00
R588534	1" WATER METERS	5,760.00
	Check Date 10/26/2022 Total For Check # 114036	8,330.00
DIMAGGIO, LISA MARIE		
9292022	GLITZY GIRLZ GET PAMPERED CLASS	46.00
	Check Date 10/26/2022 Total For Check # 114037	46.00
DU-COMM		
18282	QTR SHARES NOV-JAN 2023	75,510.50
18238	LEASE/OWNING COST NOV-JAN 2023	3,556.74
18237	QUARTERLY FACILITY COSTS 11/1/22-1/31/23	2,629.81
18281	QUARTERLY DISPATCHING FEES 11/1/22-1/31/23	39,621.75
18316	E-DISPATCH SVCS 11/1/22-4/30/23	276.47
	Check Date 10/26/2022 Total For Check # 114038	121,595.27
DUPAGE COUNTY DIV OF TRAN		
5037	FD SIGN	151.78
	Check Date 10/26/2022 Total For Check # 114039	151.78



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Invoice	Description	Invoice/Amount
DUPAGE TOPSOIL, INC.		
054052	TOP SOIL	370.00
	Check Date 10/26/2022 Total For Check # 114040	370.00
FACTORY MOTOR PARTS CO		
50-4105397	CABIN & ENGINE AIR FILTERS	76.61
50-4105397	CABIN & ENGINE AIR FILTERS	17.57
50-4105397	CABIN & ENGINE AIR FILTERS	76.61
	Check Date 10/26/2022 Total For Check # 114041	170.79
FIRE SAFETY CONSULTANTS		
2021-1786AF	INSPECT SPRINKLERS-110 E OGDEN	75.00
	Check Date 10/26/2022 Total For Check # 114042	75.00
FIRESTONE STORES		
141796	NEW TIRE	149.50
301630	TIRES #3	671.60
	Check Date 10/26/2022 Total For Check # 114043	821.10
FLEET PRIDE INC		
102433194	PASSENGER SIDEVIEW MIRROR #21	28.99
	Check Date 10/26/2022 Total For Check # 114044	28.99
FOX VALLEY FIRE & SAFETY		
IN007222022TV	FIRE EXTINGUISHER TESTING	139.80
IN007222022TV	FIRE EXTINGUISHER TESTING	400.00
IN007222022TV	FIRE EXTINGUISHER TESTING	722.05
IN007222022TV	FIRE EXTINGUISHER TESTING	500.00
IN007222022TV	FIRE EXTINGUISHER TESTING	100.00
	Check Date 10/26/2022 Total For Check # 114045	1,861.85
FULLERS HOME & HARDWARE		
SEPT22	MISC HARDWARE SEPT22	30.41
SEPT22	MISC HARDWARE SEPT22	19.79
SEPT22	MISC HARDWARE SEPT22	5.93
SEPT22	MISC HARDWARE SEPT22	22.11
SEPT22	MISC HARDWARE SEPT22	16.18
SEPT22	MISC HARDWARE SEPT22	10.06
SEPT22	MISC HARDWARE SEPT22	4.30
SEPT22	MISC HARDWARE SEPT22	5.38
	Check Date 10/26/2022 Total For Check # 114046	114.16



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Invoice	Description	Invoice/Amount
FULLERS SERVICE CENTER IN		
BT84186-IL(#177)	2X NEW TIRES	430.00
63	WEEKEND CBD GARBAGE & PARKS-SEPT22	2,070.00
	Check Date 10/26/2022 Total For Check # 114047	2,500.00
GALLS		
022320489	UNIFORM ALLOW	159.96
	Check Date 10/26/2022 Total For Check # 114048	159.96
GLIOT, VERNON		
101522	UNIFORM ALLOW	220.12
	Check Date 10/26/2022 Total For Check # 114049	220.12
GOOD SAMARITAN HOSP		
070122	PARAMEDIC MEMBERSHIP	1,230.00
	Check Date 10/26/2022 Total For Check # 114050	1,230.00
GRAINGER, INC.		
947453718	ELECTRIC AMP METER	134.99
9420635923	GROUT BAG FOR HIGHLAND STATION	16.32
	Check Date 10/26/2022 Total For Check # 114051	151.31
HAWKINS, INC.		
6246392	POOL CHEMICALS	912.89
6298011	POOL CHEMICALS	1,197.68
	Check Date 10/26/2022 Total For Check # 114052	2,110.57
HEALTH INSPECT PROF INC		
563	COOK COUNTY HEALTH INSP 7/1-9/30/22	750.00
	Check Date 10/26/2022 Total For Check # 114053	750.00
HERRERA, DAVID		
101822	MILEAGE REIMBURSE	153.63
	Check Date 10/26/2022 Total For Check # 114054	153.63
HIAB USA, INC		
1522083041	REPAIR TO HIAB CRANE ON UNIT #21	10,854.33
	Check Date 10/26/2022 Total For Check # 114055	10,854.33
HILDEBRAND SPORTING GOODS		
43246	NAME PLATE-HAYES	12.00
	Check Date 10/26/2022 Total For Check # 114056	12.00
HOLIDYNAMICS		
43324	COLORADO SPRUCE LIGHTS	670.62
	Check Date 10/26/2022 Total For Check # 114057	670.62



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Invoice	Description	Invoice/Amount
HONEY BUCKET		
21826	PARK PORTABLES FOR KLM	445.00
21108	PARK PORTABLES FOR KLM	445.00
22628	PARK PORTABLES FOR KLM	445.00
24872	PARK PORTABLES FOR KLM	445.00
22274	CLEANING OF PARK PORTABLES	45.00
22849	PORTABLES FOR JULY 4TH	760.00
Check Date 10/26/2022 Total For Check # 114058		2,585.00
IL DEPT OF TRANSPORTATION		
124746	2022 S GARFIELD RECONSTRUCTION BOT-9/21/21	685,480.09
Check Date 10/26/2022 Total For Check # 114059		685,480.09
ILLCO, INC.		
2565691	BOILER REPAIR	361.14
Check Date 10/26/2022 Total For Check # 114060		361.14
ILLINOIS SHOTOKAN KARATE		
962	KARATE SUMMER 2022	2,107.20
Check Date 10/26/2022 Total For Check # 114061		2,107.20
INNOVATION ARTS CONNECTION		
1209	DANCE PARTY AUGUST	42.00
Check Date 10/26/2022 Total For Check # 114062		42.00
IPAC		
397	IPAC MEMBERSHIP-NEVARA	100.00
Check Date 10/26/2022 Total For Check # 114063		100.00
J JORDAN HOMES		
25896	ST MGMT-419 S OAK #25896	3,000.00
25897	CONT BD-419 S OAK #25897	10,000.00
28573	CONT BD-419 S OAK-TEMP OCCUP #28573	212,250.00
27139	CONT BD-844 S LINCOLN #27139	6,500.00
26113	CONT BD-736 S PARK #26113	12,900.00
Check Date 10/26/2022 Total For Check # 114064		244,650.00
JC LICHT, LLC		
09228361	MEM HALL PAINT	219.51
Check Date 10/26/2022 Total For Check # 114065		219.51
JENTEL, MICHAEL		
180	WATER DAMAGE FLOODING MOLD-REPAIR	759.50
182	REPAIR WALL/TRAIN STATION	80.00
178	MEM HALL CEILING REPAIR-FLOODING	588.00



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Invoice	Description	Invoice/Amount
	Check Date 10/26/2022 Total For Check # 114066	1,427.50
K-FIVE CONSTRUCTION CORP		
43233	HOT PATCH-1ST/LINCOLN	667.92
41841	HOT PATCH-MAINBREAK	481.62
	Check Date 10/26/2022 Total For Check # 114067	1,149.54
KATHLEEN W BONO CSR		
9004	#V-05-22	382.30
	Check Date 10/26/2022 Total For Check # 114068	382.30
KELLER HEARTT CO INC		
0420758-IN	DIESEL OIL	339.00
0420758-IN	DIESEL OIL	591.50
0420758-IN	DIESEL OIL	508.00
0420758-IN	DIESEL OIL	339.00
	Check Date 10/26/2022 Total For Check # 114069	1,777.50
KRAMER FOODS		
101522	OPEN HOUSE POPCORN	11.48
	Check Date 10/26/2022 Total For Check # 114070	11.48
MACQUEEN EQUIPMENT LLC		
P18889	WATER GAUGE E-84	314.52
	Check Date 10/26/2022 Total For Check # 114071	314.52
MAGIC OF GARY KANTOR		
09232022	FALL MAGIC	56.00
	Check Date 10/26/2022 Total For Check # 114072	56.00
MCCANN INDUSTRIES, INC		
W11005	TRAVEL TIME #29	227.00
	Check Date 10/26/2022 Total For Check # 114073	227.00
MCFARLANE DOUGLASS & CO		
281603	HOLIDAY LIGHTING & DECORATING BOT 10/4/22	5,270.00
281597	HOLIDAY LIGHTING & DECORATING BOT 10/4/22	10,997.50
	Check Date 10/26/2022 Total For Check # 114074	16,267.50
MENARDS		
5507	MEM BLDG FLOODING MATERIALS	285.75
06320	FLOOR MATS	14.79
06320	FLOOR MATS	14.79
06320	FLOOR MATS	14.79
	Check Date 10/26/2022 Total For Check # 114075	330.12



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Invoice	Description	Invoice/Amount
MIDWEST TIME RECORDER		
187050	PUB SVC TIME CLOCK-SEPT22	87.85
	Check Date 10/26/2022 Total For Check # 114076	87.85
NAPERVILLE READY MIX INC		
74423	CONCRETE	636.00
	Check Date 10/26/2022 Total For Check # 114077	636.00
NEUCO INC		
6219599	HVAC REPAIR	77.99
	Check Date 10/26/2022 Total For Check # 114078	77.99
NORMANDY CONSTRUCTION		
27102	CONT BD-5506 S PARK #27102	1,700.00
	Check Date 10/26/2022 Total For Check # 114079	1,700.00
NORTH SHORE SIGN INC		
3975	ROTARY CLOCK REPAIR/INSPECT	500.00
	Check Date 10/26/2022 Total For Check # 114080	500.00
OAK BROOK MECHANICAL, INC		
31686	MEM HALL FLOODING REPAIR WATER LEAKING	1,297.50
	Check Date 10/26/2022 Total For Check # 114081	1,297.50
OAKWOOD ELECTRIC & GENERATOR		
27018	CONT BD-830 S MONROE #27018	500.00
	Check Date 10/26/2022 Total For Check # 114082	500.00
ATASSI FOUNDATION		
26690	KLM SECURITY DEP-EN200524 #26690	500.00
	Check Date 10/26/2022 Total For Check # 114083	500.00
BROWN, DOUGLAS & TERESA		
27058	CONT BD-419 N MADISON #27058	2,500.00
	Check Date 10/26/2022 Total For Check # 114084	2,500.00
CATRON, MICHELLE		
256490	CPR CANCELLED	50.00
	Check Date 10/26/2022 Total For Check # 114085	50.00
CONTINENTAL AUTO SPORTS		
27255	CONT BD-420 E OGDEN #27255	2,000.00
	Check Date 10/26/2022 Total For Check # 114086	2,000.00



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Invoice	Description	Invoice/Amount
DAVEY, STEVEN		
28451	CONT BD-125 N CLAY #28451	1,000.00
	Check Date 10/26/2022 Total For Check # 114087	1,000.00
DUARTE, CHRISTIAN		
28630	CONT BD-620 S THURLOW #28630	500.00
	Check Date 10/26/2022 Total For Check # 114088	500.00
DURAN CONCRETE INC		
28624	CONT BD-434 S QUINCY #28624	500.00
	Check Date 10/26/2022 Total For Check # 114089	500.00
FORST, AMY		
25928	KLM SECURITY DEP-EN221009 #25928	500.00
	Check Date 10/26/2022 Total For Check # 114090	500.00
FULLER, NICOLE M		
27050	CONT BD-761 WILSON LN #27050	8,000.00
	Check Date 10/26/2022 Total For Check # 114091	8,000.00
GARCIA, AMANDA		
251151	PROGRAM CANCELLED	295.00
	Check Date 10/26/2022 Total For Check # 114092	295.00
GHABEN, JOSEPH		
26165	CONT BD-12 S COUNTY LINE #26165	10,000.00
	Check Date 10/26/2022 Total For Check # 114093	10,000.00
GHABEN, JOSEPH		
26167	ST MGMT-12 COUNTY LINE #26167	3,000.00
	Check Date 10/26/2022 Total For Check # 114094	3,000.00
KARSTRAND, JOHN		
27199	CONT BD-419 S MADISON #27199	500.00
	Check Date 10/26/2022 Total For Check # 114095	500.00
MCQUILLAN, CARRIE		
250111	SWIM LESSONS CANCELLED	140.00
	Check Date 10/26/2022 Total For Check # 114096	140.00
MIKHAIL, ALLEN T		
26825	CONT BD-814 S VINE #26825	8,000.00
	Check Date 10/26/2022 Total For Check # 114097	8,000.00



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Invoice	Description	Invoice/Amount
NELSON, MADELINE		
25998	KLM SECURITY DEP-EN211001 #25998	500.00
	Check Date 10/26/2022 Total For Check # 114098	500.00
OAKLEY HOME BUILDERS		
26878	CONT BD-122 N GRANT #26878	10,000.00
	Check Date 10/26/2022 Total For Check # 114099	10,000.00
OAKLEY HOME BUILDERS		
26879	ST MGMT-122 N GRANT #26879	3,000.00
	Check Date 10/26/2022 Total For Check # 114100	3,000.00
PATEL, RONAK		
26264	CONT BD-710 WILSON #26264	10,000.00
	Check Date 10/26/2022 Total For Check # 114101	10,000.00
PATEL, RONAK		
26887	CONT BD-710 WILSON #26887	5,000.00
	Check Date 10/26/2022 Total For Check # 114102	5,000.00
RANDICH, JOY		
256487	SWIM LESSONS CANCELLED	125.00
	Check Date 10/26/2022 Total For Check # 114103	125.00
ROBINSON, JOHN D		
28610	CONT BD-546 W HICKORY #28610	1,000.00
	Check Date 10/26/2022 Total For Check # 114104	1,000.00
SEBOK, CALLI		
24898	KLM SECURITY DEP-EN220930 #24898	500.00
	Check Date 10/26/2022 Total For Check # 114105	500.00
SILVER, CHARLOTTE		
101422	REIMB NEW ACH RETURN 10/14 CHECK	137.08
	Check Date 10/26/2022 Total For Check # 114106	137.08
STEDMAN, ALYSSA		
25937	KLM SECURITY DEP-EN221016 #25937	500.00
	Check Date 10/26/2022 Total For Check # 114107	500.00
TUFF SHED		
28506	CONT BD-904 OAKWOOD #28506	500.00
	Check Date 10/26/2022 Total For Check # 114108	500.00



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Invoice	Description	Invoice/Amount
TURED, SERDAR		
28455	CONT BD-705 PHILLIPPA #28455	500.00
	Check Date 10/26/2022 Total For Check # 114109	500.00
PEERLESS NETWORK, INC		
566260	PHONE CHARGES 10/15-11/14/22	50.55
566260	PHONE CHARGES 10/15-11/14/22	253.83
566260	PHONE CHARGES 10/15-11/14/22	306.12
566260	PHONE CHARGES 10/15-11/14/22	199.25
566260	PHONE CHARGES 10/15-11/14/22	232.80
566260	PHONE CHARGES 10/15-11/14/22	199.25
	Check Date 10/26/2022 Total For Check # 114110	1,241.80
POMPS TIRE SERVICE, INC.		
470091291	TIRES #6	831.88
	Check Date 10/26/2022 Total For Check # 114111	831.88
POO FREE PARKS		
PFP1198	DOG WASTE BAGS	1,154.86
	Check Date 10/26/2022 Total For Check # 114112	1,154.86
PROMOS 911 INC		
10358	OPEN HOUSE SUPPLIES	1,022.65
	Check Date 10/26/2022 Total For Check # 114113	1,022.65
RAILROAD MANAGEMENT CO		
467551	RAILROAD EASEMENT LICENSE FEE 1/16/23-1/15/24	689.26
460911	RAILROAD EASEMENT FEE	1,148.75
	Check Date 10/26/2022 Total For Check # 114114	1,838.01
RAY O'HERRON CO INC		
2208393	AMMO	27.90
2217151	OFFICE SUPPLIES	51.20
3089547-IN	COMMENDATION BAR	19.50
2226687	UNIFORM ALLOW	53.99
2226689	UNIFORM ALLOW	18.00
2226688	UNIFORM ALLOW-NAMEPLATES	21.90
2226690	UNIFORM ALLOW-NAMEPLATE	18.00
2226686	UNIFORM ALLOW	81.00
2226685	UNIFORM ALLOW	103.00
2226684	UNIFORM ALLOW	157.99
2204403	UNIFORM ALLOW	110.98



Warrant Register 1767

Invoice	Description	Invoice/Amount
	Check Date 10/26/2022 Total For Check # 114115	663.46
RED WING BUSINESS ADVANTA		
20221010019991	UNIFORM ALLOW	298.96
	Check Date 10/26/2022 Total For Check # 114116	298.96
ROCK 'N' KIDS, INC		
HINF122	MUSIC CLASSES FALL 2022	357.00
	Check Date 10/26/2022 Total For Check # 114117	357.00
ROEHN, RICH		
100522	KITCHEN SUPPLIES PS BREAK ROOM	32.21
	Check Date 10/26/2022 Total For Check # 114118	32.21
RYDIN SIGN & DECAL		
395768	PARKING DECK PERMITS	328.73
	Check Date 10/26/2022 Total For Check # 114119	328.73
SOCCER MADE IN AMERICA		
CA22-014	SOCCER CAMPS	903.00
	Check Date 10/26/2022 Total For Check # 114121	903.00
SPRAY-TECH INC		
9478	15W40 OIL PUMP REPAIR	150.00
	Check Date 10/26/2022 Total For Check # 114122	150.00
STEVE PIPER & SONS		
20327	TREE MAINTENANCE SVCS YR 2 BID #1675 BOT 2-1-22	2,281.25
	Check Date 10/26/2022 Total For Check # 114123	2,281.25
T2 SYSTEMS		
F014981	FLEX PROFESSIONAL EDITION/SUB VOB 9-20-22	24,908.36
	Check Date 10/26/2022 Total For Check # 114124	24,908.36
THE HINSDALEAN		
39820	HEALTH & WELLNESS WEEK AD	740.00
39870	WELLNESS WEEK AD	740.00
39913	WELLNESS WEEK AD	740.00
39962	WELLNESS WEEK AD	740.00
11755	LEGAL SEWER OVERFLOWS MTG	71.40
	Check Date 10/26/2022 Total For Check # 114125	3,031.40
THE LAW OFFICES OF AARON H. REINKE		
H-10-20-2022	ADMIN HEARINGS-TOWINGS	200.00
	Check Date 10/26/2022 Total For Check # 114126	200.00

VOID 11/4/20



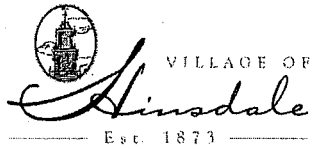
Warrant Register 1767

Invoice	Description	Invoice/Amount
THE STEVENS GROUP		
0161554	BUSINESS CARDS-PETERSON	58.75
0166485	BUSINESS CARDS-HAYES	58.75
	Check Date 10/26/2022 Total For Check # 114127	117.50
THIRD MILLENIUM		
28258	UTILITY BILLING 10/4/22	1,136.95
	Check Date 10/26/2022 Total For Check # 114128	1,136.95
THOMPSON ELEVATOR INSPEC		
22-2368	3RD PARTY ELEVATOR INSP/RVW	100.00
	Check Date 10/26/2022 Total For Check # 114129	100.00
TOSHIBA FINANCIAL SERVICE		
485222012	COPIER LEASE ADMIN 10/13-11/13/22	275.00
	Check Date 10/26/2022 Total For Check # 114130	275.00
TOTAL PARKING SOLUTIONS		
105969	WEB MONITORING/MAINTENANCE -HIGHLAND LOT	1,380.00
105970	WEB MONITORING -HIGHLAND LOT	960.00
	Check Date 10/26/2022 Total For Check # 114131	2,340.00
TPI BLDG CODE CONSULTANT		
202209	3RD PTY PLUMBING INSP SEPT22	1,950.00
	Check Date 10/26/2022 Total For Check # 114132	1,950.00
TRAFFIC CONTROL & PROTECT		
112232	TRAFFIC CONES	735.00
112231	BAND IT TOOL	141.05
	Check Date 10/26/2022 Total For Check # 114133	876.05
TRANE		
13135502	HVAC FILTERS PD/FIRE	46.08
13135502	HVAC FILTERS PD/FIRE	46.08
	Check Date 10/26/2022 Total For Check # 114134	92.16
VIAN CONSTRUCTION		
INV1252	EMERG SEWER REPAIR FROM FLOODING MB	14,000.00
	Check Date 10/26/2022 Total For Check # 114135	14,000.00
VOLT ELECTRIC, INC.		
9415	KLM ELECTRIC WORK	420.00
	Check Date 10/26/2022 Total For Check # 114136	420.00
VULCAN CONST MATERIALS LL		
33071187	240-CA-6 STONE TRENCH BACKFILL	312.54
	Check Date 10/26/2022 Total For Check # 114137	312.54



Warrant Register 1767

Invoice	Description	Invoice/Amount
WAREHOUSE DIRECT INC		
5345058-0	OFFICE SUPPLIES	465.44
5345139-0	OFFICE SUPPLIES	1.92
5350168-0	COPY PAPER	401.85
5350168-0	COPY PAPER	401.85
5327191-0	PUB SVC JANITORIAL SUPPLIES	206.99
5327196-0	PUB SVC JANITORIAL SUPPLIES	86.48
5338377-0	VH JANITORIAL SUPPLIES	528.44
5338342-0	VH JANITORIAL SUPPLIES	86.48
5352343-0	OFFICE SUPPLIES-CHAIRMAT	49.95
5324803-0	JANITORIAL-LAUNDRY SOAP	85.49
5332223-0	OFFICE SUPPLIES/TONER/ENVELOPES	238.44
5351913-0	JANITORIAL/OFFICE/EVENT SUPPLIES	214.59
5351913-0	JANITORIAL/OFFICE/EVENT SUPPLIES	139.99
5351913-0	JANITORIAL/OFFICE/EVENT SUPPLIES	22.92
Check Date 10/26/2022 Total For Check # 114138		2,930.83
WISNIOWICZ, DANE		
100222	UNIFORM ALLOW	264.61
Check Date 10/26/2022 Total For Check # 114139		264.61
WU MASTER LLC		
09242022	CODE NINJAS WINTER AND SUMMER PROGRAMS	3,345.00
Check Date 10/26/2022 Total For Check # 114140		3,345.00
LINDCO EQUIPMENT SALES IN		
221052P	BEARINGS, SHOCK PLATE, GLUE SHOE	2,719.25
221052P PO 22111	CREDIT APPLIED PO 22111	-756.00
Check Date 10/26/2022 Total For Check # 114141		1,963.25
Total For ALL Checks		1,311,517.14



Warrant Summary by Fund:

RECAP BY FUND	FUND NUMBER	FUND TOTAL
GENERAL FUND	100	290,105.33
CAPITAL PROJECTS FUND	400	685,480.09
WATER & SEWER OPERATIONS FUND	600	15,563.71
ESCROW FUND	720	312,850.00
PAYROLL REVOLVING FUND	740	7,380.93
TREASURY FUND	799	137.08
	TOTALS:	1,311,517.14

END OF REPORT

REQUEST FOR BOARD ACTION
Public Services & Engineering

AGENDA SECTION: Consent Agenda - EPS

SUBJECT: Train Station Plowing – Snow Removal Contract

MEETING DATE: November 3, 2022

FROM: George Peluso, Director of Public Services
Rich Roehn, Superintendent of Public Services

Recommended Motion

Waive the competitive bidding process and award a contract to Beverly Companies for contracted snow removal and salting of Brush Hill Train Station and Highland Train Station in the amount of \$44,720.

Background

The Public Services Department is currently short staffed with two vacant positions. In addition to the vacancies, there are two recent hires that do not currently have their CDL license. This prevents them from operating the larger 5-ton plow trucks. Because of these vacancies, Public Services explored contracting out sections of the Village's snow plan.

The Public Services Department contacted the Village's Parking Deck snow removal contractor, Beverly Companies, and requested proposals for snow removal and salting services at the Brush Hill and Highland Stations. Beverly submitted two proposals totaling \$44,720. The contract is billed in five monthly payments of \$8,944, and includes services up to a seasonal snow accumulation of 45" for the contract term. Snow accumulations over 45" are charged at a rate of \$450/inch (Brush Hill) and \$400/inch (Highland). For reference, the average annual snowfall for the Chicagoland area is 35".

Discussion & Recommendation

With the staffing vacancies within the Public Services Department, there is concern that snow removal operations could be impacted especially in the event of larger or longer duration snow storms. By contracting the snow removal and salting of the two train stations, this would free up additional drivers to be assigned to street routes.

It is our intent that this contract will be utilized as a temporary measure for the 2022-23 winter season only. The Public Services Department recommends returning this service to an in-house function once the Department is able to fill all full-time vacancies and have a full complement of CDL drivers. Due to the current labor market, we do not expect to return to full staffing this winter season. In addition, this contract will act as a contingency should we experience any further unplanned reductions in our current full-time staff.

Budget Impact

There is over \$70,000 in savings from budgeted full-time salaries due to the vacancies to cover the cost of this unbudgeted contract in CY2022. The contract will span two separate fiscal years, and the remaining contract balance will be submitted as part of the CY2023 budget.

Village Board and/or Committee Action

At their meeting of October 18, 2022, the Board agreed to move this item to the consent agenda of their next meeting

Documents Attached

1. Beverly Companies – Proposals
2. Contract Documents



Service Proposal

VILLAGE OF HINSDALE
19 CHICAGO AVENUE
HINSDALE, ILLINOIS 60521

Sales: Tom Marsan

509 Highland Road-Highland Station Platform Snow
2022

509 Highland Road Hinsdale, Illinois 60521

Est ID: EST1828290 Seasonal 45"

Email: rroehn@villageofhinsdale.org

Date: Sep-28-2022

Phone: 630-789-7383

Contract Period: November 1, 2022 - April 30, 2023 For the duration of the agreement, contract service months include November 1st - April 30th each season.

All agreed areas will automatically be serviced once snow accumulation occurs or when our Certified Third-Party Meteorological Service determines that hazardous conditions exist due to icing, freezing rain, and/or sleeting conditions. The property will be serviced, as needed, due to snow accumulation or the aforementioned hazardous conditions. The prices listed below are seasonal prices, capped at 45" of total snow accumulation, for each season that services are provided. This is your "base rate". Should total seasonal snow accumulations exceed 45" in any given season, work will be billed on a Per Inch basis. Ice only events, which include but are not limited to: ice-build-up, freezing rain, sleet, freezing drizzle, or any icy mix, will be added into snow totals using an industry-accepted multiplier of 10 (i.e. .25" of ice x 10 = 2.5" of snow accumulation to be added to the seasonal snow total). Any changes made to the contract must be approved by an authorized representative of Beverly Snow & Ice, Inc. and a revised agreement must be signed and submitted.

Surcharge Per Inch Above 45.0" - \$400.00/Inch - **Snow Total Reporting Station:** [LaGrange]

This agreement is between the property owner/manager and **Beverly Snow & Ice Inc.** All checks for payment related to this agreement must be payable to **Beverly Snow & Ice Inc.**

CONTRACT SERVICES

Shoveling

Billing Type

Per Season

Services to include train platform area outlined on site map.

Sidewalk Salt Application

Per Season

Services to include train platform area outlined on site map. Salt to be provided by the Village of Hinsdale.

SubTotal (All Contract Services) \$19,195.00

The total price of all seasonal services is \$19,195.00 collected in 5 payments of \$3,839.00 per payment.

Standard Conditions & Provisions

The property owner is referred to as 'Client' and Beverly Snow & Ice is referred to as 'Contractor' under the following Standard Terms and Conditions.

- a. The contractor shall defend, indemnify and hold harmless.
- b. The Contractor shall provide all labor, materials, tools, equipment, and supervision to perform the following work in a professional manner. The Contractor can install snow stakes along areas being plowed.
- c. The Client understands and agrees that:
 - i. The work performed by the Contractor is the plowing of snow on the property and the Contractor shall not be responsible for preventing the formation or accumulation of ice on the property or for removal of ice from the property.
 - ii. Client understands that plowing (or salting) of a particular location may not clear the area to "bare pavement" and that slippery conditions may continue to prevail even after plowing (or application of salt). Client understands that Contractor assumes no liability for this naturally occurring condition. Client agrees to defend and hold harmless the contractor for any and all trespasses or suits that may arise as a result of this naturally occurring condition.
 - iii. Reasonably close areas must be made available for pushing snow. If relocation on the site or removal of the snow from the site is required, The Client shall agree to such relocation or removal at an extra charge.
 - iv. If any portion of the property is inaccessible due to parked vehicles, refuse containers or any other cause or obstacle beyond the control of Contractor such that Contractor is unable to perform work to that portion of the property, Contractor shall be relieved from responsibility for performing work to that portion of the property. Upon request of the Client, the Contractor will return to perform work in areas which had been inaccessible at a separate charge.
 - v. The Contractor is not responsible for the accumulation of blowing and drifting snow after the site has been plowed.
 - vi. The Contractor is not responsible for snow pushed back onto the property by city or other independent snow plowing operations. Upon the request of the Client, the Contractor will service these areas for an additional charge.
 - vii. The Contractor shall act as an independent contractor and shall employ and direct such personnel as it requires to perform services, and secure necessary permits in order to perform services and comply with all applicable laws and ordinances.
 - viii. If sidewalk snow removal is selected as an option, the Client understands that sidewalk crews may not work safely if temperature and wind conditions combine to make wind chill factors below 0 degrees Fahrenheit. The Client agrees and understands that the Contractor reserves the right to stop working in these severe conditions (without penalty) so as not to force unsafe working conditions upon our employees.
 - ix. The Contractor shall not be liable to the Client for any damage to the Client's property, personal injuries, or other liability arising out of acts outside of the Contractor's control including but not limited to vandalism, flood, fire, wind, hail, rain, snow, freezing, lack of salt availability, or other natural causes or acts of persons other than the Contractor's employees or agents. The Contractor shall also not be liable for damage to sidewalks, streets, curbs, sod and other plant material or surfaces as a result of application of salt, Calcium Chloride, or other de-icing agents, not for damage done by plowing blade to concrete, asphalt, or other surfaces to be plowed, or to adjoining turf or plant material. Neither party shall be liable to the other for damages by reason of any delay in completion of the work hereunder due to causes beyond its control and without its fault or negligence, including, but not limited to, acts of God, of the public enemy or of government, fires, floods, epidemics, quarantine restrictions, strikes, and unusually severe weather.
 - x. If the Client shall stop the Contractor from performing any work under this Agreement except in compliance with Section 4 hereof, the Client shall be liable to the Contractor as a result of the stoppage.
 - xi. Any written notice required herein shall be sent to the other party by United States mail, certified and postage prepaid; in addition to sending an electronic copy.
 - xii. The Client shall pay and discharge all costs and expenses including reasonable attorney's fees, which shall be incurred or expended by the Contractor to collect any sums due from the Client and to otherwise enforce the provisions of this Agreement.

The Contractor shall have and enjoy such lien rights against the Client's premise as the law of the state in which the Client's property is located, give to persons performing the same or similar services as the Contractor. The Client warrants that they

are not presently under contract with any other person or entity for snow removal services for any or all part of the contracted snow season/s with any other snow services removal company, entity, or person.

Snow and Ice Maintenance Terms of Service

In consideration of the payments described above, the Contractor shall perform the work as described in Schedule "A" and depicted by the Site Map, at the property, for the duration of the contract.

If requested to do so by the Client, the Contractor shall provide evidence of compliance with applicable workers' compensation legislation, including payments due thereunder. Evidence of such insurance shall be provided by the Contractor to the Client upon the request of the Client.

The Contractor shall be responsible for and shall restore at its expense all damage to the property of the Client caused by the Contractor in the performance of the Work which damage was not reasonably foreseeable as a consequence of the Contractor's performance of this Agreement. The Client acknowledges that some damage to the property of the Client is reasonably foreseeable as a consequence of the Contractor's performance of this Agreement, which reasonably foreseeable damage includes, but is not limited to, damage to concrete, asphalt, sod, grass and planting materials due to the application of ice melting products and surface damage to curbs and asphalt due to the clearing of snow and ice.

The Contractor shall defend, indemnify and hold harmless the Client, its agents and employees from and against any claim for damages arising from an occurrence of bodily injury or death or the destruction of tangible personal property provided that the damages are caused by the negligence or breach of this Agreement of the Contractor or anyone for whom the Contractor is responsible in law and provided that the Contractor is given notice of the claim by the Client within a reasonable time following the occurrence but in any event within 48 hours of the Client first acquiring knowledge of the circumstances of the claim. The client and Contractor expressly waive the right to be indemnified by the other from and against any claim for damages except those which arise due to the negligence or breach of this Agreement by either party.

If there is a conflict within this Agreement, the Site Map (if any) takes precedence over Schedule "A" and Schedule "A" takes precedence over the remainder of the Agreement. This Agreement constitutes the whole of the agreement between the Parties and supersedes all prior negotiations, representations or agreements.

The Client expressly acknowledges that it has physical possession of, is responsible for and has control over the condition of the Premises. If the Contractor is delayed in the performance of any portion of the Work by the application of a by-law, by a stop work order (providing the order was not issued as a result of an act or omission of the Contractor), by labour disputes, lockouts, fire, or by any other circumstance reasonably beyond the Contractor's control, including extremely heavy winter conditions, then the time for the performance of that portion of the Work shall until the Contractor is no longer so delayed. If during any particular attendance the Contractor is unable to perform work in an area of the Premises due to the presence of any vehicles, structures or equipment on the Premises, the Contractor will not be required to perform the Work in those areas until the Contractor's next attendance at the Premises.

Schedule "A" To The Snow and Ice Maintenance Contract

Definitions

The Site Map(s) are attached as a part of this Agreement and have been prepared by the Contractor and approved before or after the execution of this Agreement, by the Client.

The Snow Clearing Areas are described in the Site Map and are those areas upon which snow clearing is to occur.

Snow Stockpiling Areas are those areas to be determined at the discretion of the Contractor (unless otherwise noted by the Client) where Cleared snow will be placed, subject to Relocation or Removal.

Ice Management Areas are those areas upon which Ice Melting Products are to be applied, through the truck, machine and/or hand applications in accordance with the Site Map.

Clearing involves moving snow from the Snow Clearing Areas to the Snow Stockpiling Areas through Plowing, Pushing or Shoveling as specified in the Site Map. "Clear" has a corresponding meaning.

Plowing involves the Clearing of snow through the use of a plow or blade attached to a truck. "Plow" has a corresponding meaning.

Pushing involves the Clearing of snow through the use of a plow attached to a vehicle or motorized piece of equipment which is not a truck, (ie skid steer, front-end loader). "Push" has a corresponding meaning.

Shoveling involves the Clearing of snow through the use of hand tools, including shovels pushers, blowers and brooms. "Shovel" has a corresponding meaning.

Relocation involves relocating snow from the Snow Stockpiling Areas, unless otherwise directed by The Client, to another location on the Premises in accordance with the Site Map or as directed by the Client. "Relocate" has a corresponding meaning.

Removal involves relocating snow from the Snow Stockpiling Areas, unless otherwise directed by The Client, to a location outside the Premises in accordance with the Site Map or as directed by the Client. "Remove" has a corresponding meaning.

Ice Melting Products, for the purposes of this Agreement, include but are not limited to: sodium chloride (rock salt), magnesium chloride, calcium chloride, potassium chloride, brine, urea, sand, calcium magnesium acetate. Sodium chloride is the specified ice melter unless explicitly specified otherwise in this proposal.

A Snowfall commences when snow begins to accumulate upon the Premises and ends when the continuous accumulation upon the Premises ceases.

Description of the Work

The Contractor will attend the property, within 1 hour of the first accumulation of 1" of snow during a Snowfall, to commence snow Clearing once in accordance with the Site Map. If further accumulation occurs during a Snowfall, the Contractor will return to commence additional services, as necessary, to clear additional accumulations from the property. During daytime weather events, the Contractor will attend the property within one hour of a 1" accumulation. The Contractor will make every reasonable effort to ensure that aisleways, roads, and sidewalks (where applicable), are kept open during normal business hours (6:00 AM-6:00PM M-F; unless otherwise specified).

The Contractor shall attend at the Premises to apply Ice Melting Products to the Premises in accordance with the Site Map only when the National Weather Services determines hazardous conditions exist due to icing or snow accumulations.

Notwithstanding anything else in this Agreement, the Contractor will not be responsible for any damages or claims with regards to Ice Melting Product Applications on being performed on an On-Call Basis whatsoever relating to or caused in whole or in part by the failure to provide Ice Melting Products to the Premises and the Client will indemnify and save the Contractor and its agents and employees harmless from and against any such claims.

The Client acknowledges that Ice Melting Products, which are not intended to provide traction, are freeze point depressants only, the effectiveness of which will depend on ground temperatures and weather conditions at, and following, the time of their application. The Client further acknowledges that the application of Ice Melting Products will not and cannot result in the immediate or complete removal of ice or snow from the Premises and the Contractor provides no guarantee or warranty that the application of Ice Melting Products will be effective in eliminating ice or snow. The application of Ice Melting Products is towards managing, but not eliminating, the risks associated with snow and ice.

The Contractor will not be responsible to apply the Ice Melting Products if they are not commercially and reasonably available to the Contractor, at commercially reasonable rates. If the Ice Melting Products are not so available, the Contractor will advise the Client promptly and the Client and Contractor will negotiate the extent to which, upon a request being made, alternative ice melting products will be used (if available) and what other steps might be taken to address the issue.

Unless the Site Map provides otherwise, neither Snow Removal nor Snow Relocation are included as part of the Fixed-Price Work but must be requested by the Client as Extra Work in accordance with the Extra Work paragraph, below. The Contractor will advise the Client if, in the Contractor's opinion, Snow Removal or Snow Relocation should be performed and, should no approval for Extra Work in that regard be provided, the Contractor will not be responsible for losses or damages which might have been prevented had the Snow Removal or Snow Relocation occurred.

The Contractor will keep and maintain records to document its attendances on site and its application of Ice Melting Products, if performed under this Agreement, and will make those records available to the Client upon reasonable request.

Extra Work

It is not intended that the Contractor should perform any work or services not described in or properly inferable from this Agreement. The Client may request that the Contractor perform extra work or services by contacting the Contractor at 708-

331-8511 and by confirming the request to the Contractor in writing by email at cgordon@beverlycompanies.com. The Contractor will not unreasonably withhold its agreement to perform Extra Work. If the Contractor agrees to perform Extra Work, the Contractor will do so within a reasonable period of time having regard to the timing of the request and the volume of work the Contractor is otherwise committed to. The Contractor will be paid for Extra Work an amount as agreed.

Cancellation

Should the Contractor fail to comply with the requirements of this Agreement to a substantial degree, the Client may notify the Contractor in writing that the Contractor is in default of its contractual obligations and instruct the Contractor to correct the default. If the Contractor fails to correct the default, the Client may terminate the Agreement effective immediately after the Contractor's receipt of the Client's written notice of termination. If the Client so terminates the Agreement, the Contractor shall promptly remove all materials provided under this Agreement and all of the Contractor's equipment from the Client's premises, provided, however, that termination by the Client shall not affect the Contractor's right to payment for services rendered prior to the date of termination.

The Contractor may terminate this agreement and the services and work described herein upon notice to the Owner at least 30 (thirty) days prior to termination of this agreement. The Client may terminate this agreement and the services and work described herein upon notice to the Contractor at least 30 (thirty) days prior to termination of this agreement.

In the event the Client fails to pay the Contractor as provided herein, the Contractor may terminate this agreement and the services and work described herein upon notice to the Client. In the event of such termination, the Contractor shall promptly remove all material provided under this contract and all of the Contractor's equipment from the Client's premises. After such termination, the Contractor shall have no further obligation to the Client to provide the services or perform the work herein described, provided, however, that termination by the Contractor shall not affect any remedy or remedies for payment or otherwise to which the Contractor is legally entitled.

Compensation

The Client agrees to make payments in full upon receipt of the invoice for the services described above (this is subject to credit approval or deposit). Any unpaid balance will be assessed a 1-1/2% monthly (18% annual) service charge after the 30th day with possible termination of service. Credit Card payments are subjected to a 3% processing fee. Invoice disputes are to be made in writing and emailed/mailed to Contractor within seven (7) calendar days of receipt of invoice. If no correspondence is received within seven (7) calendar days it will then be clearly understood that the Client is responsible for full payment of the billed invoice.

Insurance/Liability Provisions

The Contractor shall, at its expense for the period of this Agreement, maintain comprehensive general liability, commercial automobile, and statutory Workman's Compensation Insurance. Upon request, the Contractor shall furnish the Client with a copy of the certificate of insurance as evidence of coverage's provided.

Estimate authorized by:

Estimate approved by:

Tom Marsan

Signature Date:

Signature Date:

Beverly Companies
16504 Dixie Hwy
Markham, Illinois
60428

P.708-331-4911

www.BeverlyCompanies.com
tmarsan@beverlycompanies.com



Service Proposal

VILLAGE OF HINSDALE
19 CHICAGO AVENUE
HINSDALE, ILLINOIS 60521

Sales: Tom Marsan

Chestnut St and S Garfield Street-Main Station
Platform Snow 2022
Chestnut St and S Garfield Street Hinsdale, Illinois 60521

Est ID: EST1828230 Seasonal 45"

Email: rroehn@villageofhinsdale.org

Date: Sep-28-2022

Phone: 630-789-7383

Contract Period: November 1, 2022 - April 30, 2023. For the duration of the agreement, contract service months include November 1st - April 30th each season.

All agreed areas will automatically be serviced once snow accumulation occurs or when our Certified Third-Party Meteorological Service determines that hazardous conditions exist due to icing, freezing rain, and/or sleeting conditions. The property will be serviced, as needed, due to snow accumulation or the aforementioned hazardous conditions. The prices listed below are seasonal prices, capped at 45" of total snow accumulation, for each season that services are provided. This is your "base rate". Should total seasonal snow accumulations exceed 45" in any given season, work will be billed on a Per Inch basis. Ice only events, which include but are not limited to: ice-build-up, freezing rain, sleet, freezing drizzle, or any icy mix, will be added into snow totals using an industry-accepted multiplier of 10 (i.e. .25" of ice x 10 = 2.5" of snow accumulation to be added to the seasonal snow total). Any changes made to the contract must be approved by an authorized representative of Beverly Snow & Ice, Inc. and a revised agreement must be signed and submitted.

Surcharge Per Inch Above 45.0" - \$450.00/Inch - **Snow Total Reporting Station:** [LaGrange]

This agreement is between the property owner/manager and **Beverly Snow & Ice Inc.** All checks for payment related to this agreement must be payable to **Beverly Snow & Ice Inc.**

CONTRACT SERVICES

Billing Type

Shoveling

Per Season

Services to include train platform area outlined on site map.

Sidewalk Salt Application

Per Season

Services to include train platform area outlined on site map. Salt to be provided by the Village of Hinsdale.

SubTotal (All Contract Services) \$25,525.00

The total price of all seasonal services is \$25,525.00 collected in 5 payments of \$5,105.00 per payment.

Standard Conditions & Provisions

The property owner is referred to as 'Client' and Beverly Snow & Ice is referred to as 'Contractor' under the following Standard Terms and Conditions.

- a. The contractor shall defend, indemnify and hold harmless.
- b. The Contractor shall provide all labor, materials, tools, equipment, and supervision to perform the following work in a professional manner. The Contractor can install snow stakes along areas being plowed.
- c. The Client understands and agrees that:
 - i. The work performed by the Contractor is the plowing of snow on the property and the Contractor shall not be responsible for preventing the formation or accumulation of ice on the property or for removal of ice from the property.
 - ii. Client understands that plowing (or salting) of a particular location may not clear the area to "bare pavement" and that slippery conditions may continue to prevail even after plowing (or application of salt). Client understands that Contractor assumes no liability for this naturally occurring condition. Client agrees to defend and hold harmless the contractor for any and all trespasses or suits that may arise as a result of this naturally occurring condition.
 - iii. Reasonably close areas must be made available for pushing snow. If relocation on the site or removal of the snow from the site is required, The Client shall agree to such relocation or removal at an extra charge.
 - iv. If any portion of the property is inaccessible due to parked vehicles, refuse containers or any other cause or obstacle beyond the control of Contractor such that Contractor is unable to perform work to that portion of the property, Contractor shall be relieved from responsibility for performing work to that portion of the property. Upon request of the Client, the Contractor will return to perform work in areas which had been inaccessible at a separate charge.
 - v. The Contractor is not responsible for the accumulation of blowing and drifting snow after the site has been plowed.
 - vi. The Contractor is not responsible for snow pushed back onto the property by city or other independent snow plowing operations. Upon the request of the Client, the Contractor will service these areas for an additional charge.
 - vii. The Contractor shall act as an independent contractor and shall employ and direct such personnel as it requires to perform services, and secure necessary permits in order to perform services and comply with all applicable laws and ordinances.
 - viii. If sidewalk snow removal is selected as an option, the Client understands that sidewalk crews may not work safely if temperature and wind conditions combine to make wind chill factors below 0 degrees Fahrenheit. The Client agrees and understands that the Contractor reserves the right to stop working in these severe conditions (without penalty) so as not to force unsafe working conditions upon our employees.
 - ix. The Contractor shall not be liable to the Client for any damage to the Client's property, personal injuries, or other liability arising out of acts outside of the Contractor's control including but not limited to vandalism, flood, fire, wind, hail, rain, snow, freezing, lack of salt availability, or other natural causes or acts of persons other than the Contractor's employees or agents. The Contractor shall also not be liable for damage to sidewalks, streets, curbs, sod and other plant material or surfaces as a result of application of salt, Calcium Chloride, or other de-icing agents, not for damage done by plowing blade to concrete, asphalt, or other surfaces to be plowed, or to adjoining turf or plant material. Neither party shall be liable to the other for damages by reason of any delay in completion of the work hereunder due to causes beyond its control and without its fault or negligence, including, but not limited to, acts of God, of the public enemy or of government, fires, floods, epidemics, quarantine restrictions, strikes, and unusually severe weather.
 - x. If the Client shall stop the Contractor from performing any work under this Agreement except in compliance with Section 4 hereof, the Client shall be liable to the Contractor as a result of the stoppage.
 - xi. Any written notice required herein shall be sent to the other party by United States mail, certified and postage prepaid; in addition to sending an electronic copy.
 - xii. The Client shall pay and discharge all costs and expenses including reasonable attorney's fees, which shall be incurred or expended by the Contractor to collect any sums due from the Client and to otherwise enforce the provisions of this Agreement.

The Contractor shall have and enjoy such lien rights against the Client's premise as the law of the state in which the Client's property is located, give to persons performing the same or similar services as the Contractor. The Client warrants that they

are not presently under contract with any other person or entity for snow removal services for any or all part of the contracted snow season/s with any other snow services removal company, entity, or person.

Snow and Ice Maintenance Terms of Service

In consideration of the payments described above, the Contractor shall perform the work as described in Schedule "A" and depicted by the Site Map, at the property, for the duration of the contract.

If requested to do so by the Client, the Contractor shall provide evidence of compliance with applicable workers' compensation legislation, including payments due thereunder. Evidence of such insurance shall be provided by the Contractor to the Client upon the request of the Client.

The Contractor shall be responsible for and shall restore at its expense all damage to the property of the Client caused by the Contractor in the performance of the Work which damage was not reasonably foreseeable as a consequence of the Contractor's performance of this Agreement. The Client acknowledges that some damage to the property of the Client is reasonably foreseeable as a consequence of the Contractor's performance of this Agreement, which reasonably foreseeable damage includes, but is not limited to, damage to concrete, asphalt, sod, grass and planting materials due to the application of ice melting products and surface damage to curbs and asphalt due to the clearing of snow and ice.

The Contractor shall defend, indemnify and hold harmless the Client, its agents and employees from and against any claim for damages arising from an occurrence of bodily injury or death or the destruction of tangible personal property provided that the damages are caused by the negligence or breach of this Agreement of the Contractor or anyone for whom the Contractor is responsible in law and provided that the Contractor is given notice of the claim by the Client within a reasonable time following the occurrence but in any event within 48 hours of the Client first acquiring knowledge of the circumstances of the claim. The client and Contractor expressly waive the right to be indemnified by the other from and against any claim for damages except those which arise due to the negligence or breach of this Agreement by either party.

If there is a conflict within this Agreement, the Site Map (if any) takes precedence over Schedule "A" and Schedule "A" takes precedence over the remainder of the Agreement. This Agreement constitutes the whole of the agreement between the Parties and supersedes all prior negotiations, representations or agreements.

The Client expressly acknowledges that it has physical possession of, is responsible for and has control over the condition of the Premises. If the Contractor is delayed in the performance of any portion of the Work by the application of a by-law, by a stop work order (providing the order was not issued as a result of an act or omission of the Contractor), by labour disputes, lockouts, fire, or by any other circumstance reasonably beyond the Contractor's control, including extremely heavy winter conditions, then the time for the performance of that portion of the Work shall until the Contractor is no longer so delayed. If during any particular attendance the Contractor is unable to perform work in an area of the Premises due to the presence of any vehicles, structures or equipment on the Premises, the Contractor will not be required to perform the Work in those areas until the Contractor's next attendance at the Premises.

Schedule "A" To The Snow and Ice Maintenance Contract

Definitions

The Site Map(s) are attached as a part of this Agreement and have been prepared by the Contractor and approved before or after the execution of this Agreement, by the Client.

The Snow Clearing Areas are described in the Site Map and are those areas upon which snow clearing is to occur.

Snow Stockpiling Areas are those areas to be determined at the discretion of the Contractor (unless otherwise noted by the Client) where Cleared snow will be placed, subject to Relocation or Removal.

Ice Management Areas are those areas upon which Ice Melting Products are to be applied, through the truck, machine and/or hand applications in accordance with the Site Map.

Clearing involves moving snow from the Snow Clearing Areas to the Snow Stockpiling Areas through Plowing, Pushing or Shoveling as specified in the Site Map. "Clear" has a corresponding meaning.

Plowing involves the Clearing of snow through the use of a plow or blade attached to a truck. "Plow" has a corresponding meaning.

Pushing involves the Clearing of snow through the use of a plow attached to a vehicle or motorized piece of equipment which is not a truck, (ie skid steer, front-end loader). "Push" has a corresponding meaning.

Shoveling involves the Clearing of snow through the use of hand tools, including shovels pushers, blowers and brooms. "Shovel" has a corresponding meaning.

Relocation involves relocating snow from the Snow Stockpiling Areas, unless otherwise directed by The Client, to another location on the Premises in accordance with the Site Map or as directed by the Client. "Relocate" has a corresponding meaning.

Removal involves relocating snow from the Snow Stockpiling Areas, unless otherwise directed by The Client, to a location outside the Premises in accordance with the Site Map or as directed by the Client. "Remove" has a corresponding meaning.

Ice Melting Products, for the purposes of this Agreement, include but are not limited to: sodium chloride (rock salt), magnesium chloride, calcium chloride, potassium chloride, brine, urea, sand, calcium magnesium acetate. Sodium chloride is the specified ice melter unless explicitly specified otherwise in this proposal.

A Snowfall commences when snow begins to accumulate upon the Premises and ends when the continuous accumulation upon the Premises ceases.

Description of the Work

The Contractor will attend the property, within 1 hour of the first accumulation of 1" of snow during a Snowfall, to commence snow Clearing once in accordance with the Site Map. If further accumulation occurs during a Snowfall, the Contractor will return to commence additional services, as necessary, to clear additional accumulations from the property. During daytime weather events, the Contractor will attend the property within one hour of a 1" accumulation. The Contractor will make every reasonable effort to ensure that aisleways, roads, and sidewalks (where applicable), are kept open during normal business hours (6:00 AM-6:00PM M-F; unless otherwise specified).

The Contractor shall attend at the Premises to apply Ice Melting Products to the Premises in accordance with the Site Map only when the National Weather Services determines hazardous conditions exist due to icing or snow accumulations.

Notwithstanding anything else in this Agreement, the Contractor will not be responsible for any damages or claims with regards to Ice Melting Product Applications on being performed on an On-Call Basis whatsoever relating to or caused in whole or in part by the failure to provide Ice Melting Products to the Premises and the Client will indemnify and save the Contractor and its agents and employees harmless from and against any such claims.

The Client acknowledges that Ice Melting Products, which are not intended to provide traction, are freeze point depressants only, the effectiveness of which will depend on ground temperatures and weather conditions at, and following, the time of their application. The Client further acknowledges that the application of Ice Melting Products will not and cannot result in the immediate or complete removal of ice or snow from the Premises and the Contractor provides no guarantee or warranty that the application of Ice Melting Products will be effective in eliminating ice or snow. The application of Ice Melting Products is towards managing, but not eliminating, the risks associated with snow and ice.

The Contractor will not be responsible to apply the Ice Melting Products if they are not commercially and reasonably available to the Contractor, at commercially reasonable rates. If the Ice Melting Products are not so available, the Contractor will advise the Client promptly and the Client and Contractor will negotiate the extent to which, upon a request being made, alternative ice melting products will be used (if available) and what other steps might be taken to address the issue.

Unless the Site Map provides otherwise, neither Snow Removal nor Snow Relocation are included as part of the Fixed-Price Work but must be requested by the Client as Extra Work in accordance with the Extra Work paragraph, below. The Contractor will advise the Client if, in the Contractor's opinion, Snow Removal or Snow Relocation should be performed and, should no approval for Extra Work in that regard be provided, the Contractor will not be responsible for losses or damages which might have been prevented had the Snow Removal or Snow Relocation occurred.

The Contractor will keep and maintain records to document its attendances on site and its application of Ice Melting Products, if performed under this Agreement, and will make those records available to the Client upon reasonable request.

Extra Work

It is not intended that the Contractor should perform any work or services not described in or properly inferable from this Agreement. The Client may request that the Contractor perform extra work or services by contacting the Contractor at 708-

331-8511 and by confirming the request to the Contractor in writing by email at cqordon@beverlycompanies.com. The Contractor will not unreasonably withhold its agreement to perform Extra Work. If the Contractor agrees to perform Extra Work, the Contractor will do so within a reasonable period of time having regard to the timing of the request and the volume of work the Contractor is otherwise committed to. The Contractor will be paid for Extra Work an amount as agreed.

Cancellation

Should the Contractor fail to comply with the requirements of this Agreement to a substantial degree, the Client may notify the Contractor in writing that the Contractor is in default of its contractual obligations and instruct the Contractor to correct the default. If the Contractor fails to correct the default, the Client may terminate the Agreement effective immediately after the Contractor's receipt of the Client's written notice of termination. If the Client so terminates the Agreement, the Contractor shall promptly remove all materials provided under this Agreement and all of the Contractor's equipment from the Client's premises, provided, however, that termination by the Client shall not affect the Contractor's right to payment for services rendered prior to the date of termination.

The Contractor may terminate this agreement and the services and work described herein upon notice to the Owner at least 30 (thirty) days prior to termination of this agreement. The Client may terminate this agreement and the services and work described herein upon notice to the Contractor at least 30 (thirty) days prior to termination of this agreement.

In the event the Client fails to pay the Contractor as provided herein, the Contractor may terminate this agreement and the services and work described herein upon notice to the Client. In the event of such termination, the Contractor shall promptly remove all material provided under this contract and all of the Contractor's equipment from the Client's premises. After such termination, the Contractor shall have no further obligation to the Client to provide the services or perform the work herein described, provided, however, that termination by the Contractor shall not affect any remedy or remedies for payment or otherwise to which the Contractor is legally entitled.

Compensation

The Client agrees to make payments in full upon receipt of the invoice for the services described above (this is subject to credit approval or deposit). Any unpaid balance will be assessed a 1-1/2% monthly (18% annual) service charge after the 30th day with possible termination of service. Credit Card payments are subjected to a 3% processing fee. Invoice disputes are to be made in writing and emailed/mailed to Contractor within seven (7) calendar days of receipt of invoice. If no correspondence is received within seven (7) calendar days it will then be clearly understood that the Client is responsible for full payment of the billed invoice.

Insurance/Liability Provisions

The Contractor shall, at its expense for the period of this Agreement, maintain comprehensive general liability, commercial automobile, and statutory Workman's Compensation Insurance. Upon request, the Contractor shall furnish the Client with a copy of the certificate of insurance as evidence of coverage's provided.

Estimate authorized by:

Estimate approved by:

Tom Marsan

Signature Date:

Signature Date:

Beverly Companies
16504 Dixie Hwy
Markham, Illinois
60428

P.708-331-4911

www.BeverlyCompanies.com
tmarsan@beverlycompanies.com

VILLAGE OF HINSDALE
Contract Snow Removal Services
Chestnut Street and South Garfield Street – Main Station Platform Snow 2022
509 Highland Road – Highland Station Platform Snow 2022

In consideration of the mutual promises set forth below, the Village of Hinsdale, 19 East Chicago Avenue, Hinsdale, Illinois, 60521, a public corporation ("Owner"), and Beverly Companies ("Contractor"), make this Contract as of the _____ day of _____ day of _____ and hereby agree as follows:

ARTICLE I
THE WORK

1.1 Performance of the Work

Contractor shall, at its sole cost and expense, provide, perform, and complete all of the following, all of which is herein referred to as the "Work":

1. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete, in the manner described and specified in this Contract, all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary to accomplish the Project at the Work Site, both as defined in Special Provisions, Bidders Proposal and Bidding Information attached hereto and expressly made a part thereof.

2. Permits. Except as otherwise provided in Attachment A, procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith.

3. Bonds and Insurance. Procure and furnish all Bonds and all certificates and policies of insurance specified in this Bidders Proposal.

4. Taxes. Pay all applicable federal, state, and local taxes.

5. Miscellaneous. Do all other things required of Contractor by this Contract, including, without limitation, arranging for utility and other services needed for the Work and for testing, including the installation of temporary utility lines, wiring, switches, fixtures, hoses, connections, and meters, and providing sufficient sanitary conveniences and shelters to accommodate all workers and all personnel of Owner engaged in the Work.

6. Quality. Provide, perform and complete all of the foregoing in a proper and workmanlike manner, consistent with the highest standards of professional and construction practices and in full compliance with, and as required by or pursuant to, this Contract, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged and first

quality equipment, materials, and supplies.

1.2 Commencement and Completion Dates

Contractor shall commence the Work not later than the "Commencement Date" set forth in the Special Provisions and shall diligently and continuously prosecute the Work at such a rate as will allow the Work to be fully provided, performed, and completed in full compliance with this Contract not later than the "Completion Date" set forth in Special Provisions. The time of commencement, rate of progress, and time of completion are referred to in this Contract as the "Contract Time."

1.3 Required Submittals

A. Submittals Required. Contractor shall submit to Owner all documents, data, and information specifically required to be submitted by Contractor under this Contract and shall, in addition, submit to Owner all such drawings, specifications, descriptive information, and engineering documents, data, and information as may be required, or as may be requested by Owner, to show the details of the Work, including a complete description of all equipment, materials, and supplies to be provided under this Contract ("Required Submittals"). Such details shall include, but shall not be limited to, design data, structural and operating features, principal dimensions, space required or provided, clearances required or provided, type and brand of finish, and all similar matters, for all components of the Work.

B. Number and Format. Contractor shall provide three complete sets for each Required Submittal. All Required Submittals, except drawings, shall be prepared on white 8-1/2 inch by 11 inch paper. Two blueline prints and one sepia transparency of each drawing shall be provided. All prints of drawings shall be folded to 8-1/2 inches by 11 inches, or less. All drawings shall be clearly marked in the lower right-hand corner with the names of Owner and Contractor.

C. Time of Submission and Owner's Review. All Required Submittals shall be provided to Owner no later than the time, if any, specified in this Contract for their submission or, if no time for submission is specified, in sufficient time, in Owner's sole opinion, to permit Owner to review the same prior to the commencement of the part of the Work to which they relate and prior to the purchase of any equipment, materials, or supplies that they describe. Owner shall have the right to require such corrections as may be necessary to make such submittals conform to this Contract. All such submittals shall, after final processing and review with no exception noted by Owner, become a part of this Contract. No Work related to any submittal shall be performed by Contractor until Owner has completed review of such submittal with no exception noted. Owner's review and stamping of any Required Submittal shall be for the sole purpose of examining the general management, design, and details of the proposed Work, shall not relieve Contractor of the entire responsibility for the performance of the Work in full compliance with, and as required by or pursuant to this Contract, and shall not be regarded as any assumption of risk or liability by Owner.

D. Responsibility for Delay. Contractor shall be responsible for any delay in the Work due to delay in providing Required Submittals conforming to this Contract.

1.4 Review and Interpretation of Contract Provisions

Contractor represents and warrants that it has carefully reviewed this Contract, including all of its Attachments, all of which are by this reference incorporated into and made a part of this Contract. Contractor shall, at no increase in the Contract Price, provide workmanship, equipment, materials, and supplies that fully conform to this Contract. Whenever any equipment, materials or supplies are specified or described in this Contract by using the name or other identifying feature of a proprietary product or the name or other identifying feature of a particular manufacturer or vendor, the specific item mentioned shall be understood as establishing the type, function and quality desired. Other manufacturers' or vendors' products may be accepted, provided that the products proposed are equivalent in substance and function to those named as determined by Owner in its sole and absolute discretion.

Contractor shall promptly notify Owner of any discrepancy, error, omission, ambiguity, or conflict among any of the provisions of this Contract before proceeding with any Work affected thereby. If Contractor fails to give such notice to Owner, then the subsequent decision of Owner as to which provision of this Contract shall govern shall be final, and any corrective work required shall not entitle Contractor to any damages, to any compensation in excess of the Contract Price, or to any delay or extension of the Contract Time.

When the equipment, materials, or supplies furnished by Contractor cannot be installed as specified in this Contract, Contractor shall, without any increase in the Contract Price, make all modifications required to properly install the equipment, materials, or supplies. Any such modification shall be subject to the prior review and consent of Owner.

1.5 Conditions at the Work Site; Record Drawings

Contractor represents and warrants that it has had a sufficient opportunity to conduct a thorough investigation of the Work Site and the surrounding area and has completed such investigation to its satisfaction. Contractor shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time based upon conditions found at, or in the vicinity of, the Work Site. When information pertaining to subsurface, underground or other concealed conditions, soils analysis, borings, test pits, utility locations or conditions, buried structures, condition of existing structures, and other investigations is or has been provided by Owner, or is or has been otherwise made available to Contractor by Owner, such information is or has been provided or made available solely for the convenience of Contractor and is not part of this Contract. Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of such information, and there is no guaranty or warranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work or the Work Site, or that the conditions indicated are representative of those existing at any particular location, or that the conditions indicated may not change, or that unanticipated conditions may

not be present.

Contractor shall be solely responsible for locating all existing underground installations by prospecting no later than two workdays prior to any scheduled excavation or trenching, whichever is earlier. Contractor shall check all dimensions, elevations, and quantities indicated in this Contract within the same time period as set forth above for prospecting underground installations. Contractor shall lay out the Work in accordance with this Contract and shall establish and maintain such locations, lines and levels. Wherever pre-existing work is encountered, Contractor shall verify and be responsible for dimensions and location of such pre-existing work. Contractor shall notify Owner of any discrepancy between the dimensions, elevations and quantities indicated in this Contract and the conditions of the Work Site or any other errors, omissions or discrepancies which Contractor may discover during such inspections. Full instructions will be furnished by Owner should such error, omission, or discrepancy be discovered, and Contractor shall carry out such instructions as if originally specified and without any increase in Contract Price.

Before Final Acceptance of the Work, Contractor shall submit to Owner two sets of Drawings of Record, unless a greater number is specified elsewhere in this Contract, indicating all field deviations from Attachment B or the drawings identified in Attachment C.

1.6 Technical Ability to Perform

Contractor represents and warrants that it is sufficiently experienced and competent, and has the necessary capital, facilities, plant, organization, and staff, to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

1.7 Financial Ability to Perform

Contractor represents and warrants that it is financially solvent, and Contractor has the financial resources necessary to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

1.8 Time

Contractor represents and warrants that it is ready, willing, able and prepared to begin the Work on the Commencement Date and that the Contract Time is sufficient time to permit completion of the Work in full compliance with, and as required by or pursuant to, this Contract for the Contract Price, all with due regard to all natural and man-made conditions that may affect the Work or the Work Site and all difficulties, hindrances, and delays that may be incident to the Work.

1.9 Safety at the Work Site

Contractor shall be solely and completely responsible for providing and maintaining safe

conditions at the Work Site, including the safety of all persons and property during performance of the Work. This requirement shall apply continuously and shall not be limited to normal working hours. Contractor shall take all safety precautions as shall be necessary to comply with all applicable laws and to prevent injury to persons and damage to property.

Contractor shall conduct all of its operations without interruption or interference with vehicular and pedestrian traffic on public and private rights-of-way, unless it has obtained permits therefor from the proper authorities. If any public or private right-of-way shall be rendered unsafe by Contractor's operations, Contractor shall make such repairs or provide such temporary ways or guards as shall be acceptable to the proper authorities.

1.10 Cleanliness of the Work Site and Environs

Contractor shall keep the Work Site and adjacent areas clean at all times during performance of the Work and shall, upon completion of the Work, leave the Work Site and adjacent areas in a clean and orderly condition.

1.11 Damage to the Work, the Work Site, and Other Property

The Work and everything pertaining thereto shall be provided, performed, completed, and maintained at the sole risk and cost of Contractor from the Commencement Date until Final Payment. Contractor shall be fully responsible for the protection of all public and private property and all persons. Without limiting the foregoing, Contractor shall, at its own cost and expense, provide all permanent and temporary shoring, anchoring and bracing required by the nature of the Work in order to make all parts absolutely stable and rigid, even when such shoring, anchoring and bracing is not explicitly specified, and support and protect all buildings, bridges, roadways, conduits, wires, water pipes, gas pipes, sewers, pavements, curbs, sidewalks, fixtures and landscaping of all kinds and all other public or private property that may be encountered or endangered in providing, performing and completing the Work. Contractor shall have no claim against Owner because of any damage or loss to the Work or to Contractor's equipment, materials, or supplies from any cause whatsoever, including damage or loss due to simultaneous work by others. Contractor shall, promptly and without charge to Owner, repair or replace, to the satisfaction of Owner, any damage done to, and any loss suffered by, the Work and any damage done to, and any loss suffered by, the Work Site or other property as a result of the Work. Notwithstanding any other provision of this Contract, Contractor's obligations under this Section shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of Owner or Contractor, to indemnify, hold harmless, or reimburse Contractor for the cost of any repair or replacement work required by this Section.

1.12 Subcontractors and Suppliers

A. Approval and Use of Subcontractors and Suppliers. Contractor shall perform the Work with its own personnel and under the management, supervision, and control of its own

organization unless otherwise approved by Owner in writing. All subcontractors, suppliers, and subcontracts used by Contractor shall be acceptable to, and approved in advance by, Owner. Owner's approval of any subcontractor, supplier, and subcontract shall not relieve Contractor of full responsibility and liability for the provision, performance, and completion of the Work in full compliance with, and as required by or pursuant to, this Contract. All Work performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of Contractor. Every reference in this Contract to "Contractor" shall be deemed also to refer to all subcontractors and suppliers of Contractor. Every subcontract shall include a provision binding the subcontractor or supplier to all provisions of this Contract.

B. Removal of Subcontractors and Suppliers. If any subcontractor or supplier fails to perform the part of the Work undertaken by it in a manner satisfactory to Owner, Contractor shall immediately upon notice from Owner terminate such subcontractor or supplier. Contractor shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time as a result of any such termination.

1.13 Simultaneous Work By Others

Owner shall have the right to perform or have performed such other work as Owner may desire in, about, or near the Work Site during the performance of the Work by Contractor. Contractor shall make every reasonable effort to perform the Work in such manner as to enable both the Work and such other work to be completed without hindrance or interference from each other. Contractor shall afford Owner and other contractor's reasonable opportunity for the execution of such other work and shall properly coordinate the Work with such other work.

1.14 Occupancy Prior to Final Payment

Owner shall have the right, at its election, to occupy, use, or place in service any part of the Work prior to Final Payment. Such occupancy, use, or placement in service shall be conducted in such manner as not to damage any of the Work or to unreasonably interfere with the progress of the Work. No such occupancy, use, or placement in service shall be construed as an acceptance of any of the Work or a release or satisfaction of Contractor's duty to insure and protect the Work, not shall it, unless conducted in an unreasonable manner, be considered as an interference with Contractor's provision, performance, or completion of the Work.

1.15 Owner's Right to Terminate or Suspend Work for Convenience

A. Termination or Suspension for Convenience. Owner shall have the right, for its convenience, to terminate or suspend the Work in whole or in part at any time by written notice to Contractor. Every such notice shall state the extent and effective date of such termination or suspension. On such effective date, Contractor shall, as and to the extent directed, stop Work under this Contract, cease all placement of further orders or subcontracts, terminate or suspend Work under existing orders and subcontracts, cancel any outstanding orders or subcontracts that may be cancelled, and take any action necessary to protect any property in its possession in which

Owner has or may acquire any interest and to dispose of such property in such manner as may be directed by Owner.

B. Payment for Completed Work. In the event of any termination pursuant to Subsection 1.15A above, Owner shall pay Contractor (1) such direct costs, excluding overhead, as Contractor shall have paid or incurred for all Work done in compliance with, and as required by or pursuant to, this Contract up to the effective date of termination together with ten percent of such costs for overhead and profit; and (2) such other costs pertaining to the Work, exclusive of overhead and profit, as Contractor may have reasonably and necessarily incurred as the result of such termination. Any such payment shall be offset by any prior payment or payments and shall be subject to Owner's rights to withhold and deduct as provided in this Contract.

ARTICLE II

CHANGES AND DELAYS

2.1 Changes

Owner shall have the right, by written order executed by Owner, to make changes in the Contract, the Work, the Work Site, and the Contract Time ("Change Order"). If any Change Order causes an increase or decrease in the amount of the Work, an equitable adjustment in the Contract Price or Contract Time may be made. All claims by Contractor for an equitable adjustment in either the Contract Price or the Contract Time shall be made within two business days following receipt of such Change Order, and shall, if not made prior to such time, be conclusively deemed to have been waived. No decrease in the amount of the Work caused by any Change Order shall entitle Contractor to make any claim for damages, anticipated profits, or other compensation.

2.2 Delays

A. Extensions for Unavoidable Delays. For any delay that may result from causes that could not be avoided or controlled by Contractor, Contractor shall, upon timely written application, be entitled to issuance of a Change Order providing for an extension of the Contract Time for a period of time equal to the delay resulting from such unavoidable cause. No extension of the Contract Time shall be allowed for any other delay in completion of the Work.

B. No Compensation for Delays. No payment, compensation, damages, or adjustment of any kind, other than the extension of the Contract Time provided in Subsection 2.2A above, shall be made to, or claimed by, Contractor because of hindrances or delays from any cause in the commencement, prosecution, or completion of the Work, whether caused by Owner or any other party and whether avoidable or unavoidable.

ARTICLE III

CONTRACTOR'S RESPONSIBILITY FOR DEFECTIVE WORK

3.1 Inspection; Testing; Correction of Defects

A. Inspection. Until Final Payment, all parts of the Work shall be subject to inspection and testing by Owner or its designated representatives. Contractor shall furnish, at its own expense, all reasonable access, assistance, and facilities required by Owner for such inspection and testing.

B. Re-Inspection. Re-inspection and re-testing of any Work may be ordered by Owner at any time, and, if so ordered, any covered or closed Work shall be uncovered or opened by Contractor. If the Work is found to be in full compliance with this Contract, then Owner shall pay the cost of uncovering, opening, re-inspecting, or re-testing, as the case may be. If such Work is not in full compliance with this Contract, then Contractor shall pay such cost.

C. Correction. Until Final Payment, Contractor shall, promptly and without charge, repair, correct, or replace all or any part of the Work that is defective, damaged, flawed, or unsuitable or that in any way fails to conform strictly to the requirements of this Contract.

3.2 Warranty of Work

A. Scope of Warranty. Contractor warrants that the Work and all of its components shall be free from defects and flaws in design, workmanship, and materials; shall strictly conform to the requirements of this Contract; and shall be fit, sufficient and suitable for the purposes expressed in, or reasonably inferred from, this Contract. The warranty herein expressed shall be in addition to any other warranties expressed in this Contract, or expressed or implied by law, which are hereby reserved unto Owner.

B. Repairs; Extension of Warranty. Contractor shall, promptly and without charge, correct any failure to fulfill the above warranty that may be discovered or develop at any time within one year after Final Payment or such longer period as may be prescribed in Attachment B or Attachment D to this Contract or by law. The above warranty shall be extended automatically to cover all repaired and replacement parts and labor provided or performed under such warranty and Contractor's obligation to correct Work shall be extended for a period of one year from the date of such repair or replacement. The time period established in this Subsection 3.2B relates only to the specific obligation of Contractor to correct Work and shall not be construed to establish a period of limitation with respect to other obligations that Contractor has under this Contract.

C. Subcontractor and Supplier Warranties. Whenever Attachment B or Attachment D requires a subcontractor or supplier to provide a guaranty or warranty, Contractor shall be solely responsible for obtaining said guaranty or warranty in form satisfactory to Owner and assigning said warranty or guaranty to Owner. Acceptance of any assigned warranties or guaranties by Owner shall be a precondition to Final Payment and shall not relieve Contractor of any of its guaranty or warranty obligations under this Contract.

3.3 Owner's Right to Correct

If, within two business days after Owner gives Contractor notice of any defect, damage, flaw, unsuitability, nonconformity, or failure to meet warranty subject to correction by Contractor pursuant to Section 3.1 or Section 3.2 of this Contract, Contractor neglects to make, or undertake with due diligence to make, the necessary corrections, then Owner shall be entitled to make, either with its own forces or with contract forces, the corrections and to recover from Contractor all resulting costs, expenses, losses, or damages, including attorneys' fees and administrative expenses.

ARTICLE IV **FINANCIAL ASSURANCES**

4.1 Bonds

Contemporaneous with Contractor's execution of this Contract, Contractor shall provide a Performance Bond and a Labor and Material Payment Bond, on forms provided by, or otherwise acceptable to, Owner, from a surety company licensed to do business in the State of Illinois with a general rating of A and a financial size category of Class X or better in Best's Insurance Guide, each in the penal sum of the Contract Price ("Bonds"). Contractor shall, at all times while providing, performing, or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, maintain and keep in force, at Contractor's expense, the Bonds required hereunder.

4.2 Insurance

Contemporaneous with Contractor's execution of this Contract, Contractor shall provide certificates and policies of insurance evidencing the minimum insurance coverages and limits set forth in Bidding Documents. For good cause shown, Owner may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as Owner may impose in the exercise of its sole discretion. Such policies shall be in a form, and from companies, acceptable to Owner. Such insurance shall provide that no change, modification in, or cancellation of any insurance shall become effective until the insurance company thereof shall have given the expiration of 30 days after written notice to Owner. Contractor shall, at all times while providing, performing, or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, maintain and keep in force, at Contractor's expense, the minimum insurance coverages and limits set forth in Attachment A.

4.3 Indemnification

Contractor shall indemnify, save harmless, and defend Owner against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with Contractor's performance of, or failure to perform, the Work or any part thereof, whether or not due or

claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of Contractor, except to the extent caused by the sole negligence of Owner.

ARTICLE V

PAYMENT

5.1 Contract Price

Owner shall pay to Contractor, in accordance with and subject to the terms and conditions set forth Contractor's Proposal and Special Provisions, and Contractor shall accept in full satisfaction for providing, performing, and completing the Work, the amount or amounts set forth in contractors proposal and is subject to any additions, deductions, or withholdings provided for in this Contract. The estimated quantities stated in the Contractor's Proposal shall not necessarily be used to determine payment due the Contractor. Payment shall be based on the actual number of units installed in the completed Work and measured on the basis defined herein.

Each application for payment by the Contractor shall include its certification of the value of the Work for which payment is requested. If the application for payment is approved, such certification shall constitute the value of the Work for purposes of determining the amount of the current monthly payment. If a certification is not acceptable to the Village and if the parties are unable to agree as to the value of the Work in question, such value shall, for the purpose of fixing the amount of the current monthly payment, be determined by the Village.

5.2 Taxes and Benefits

Owner is exempt from and shall not be responsible to pay, or reimburse Contractor for, any state or local sales, use, or excise taxes. The Contract Price includes all other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, or premium is hereby waived and released by Contractor.

5.3 Progress Payments

A. Payment in Installments. The Contract Price shall be paid in monthly installments in the manner set forth in Bidding packet.

B. Pay Requests. Contractor shall, as a condition precedent to its right to receive each Progress Payment, submit to Owner a pay request in the form provided by Owner ("Pay Request"). The first Pay Request shall be submitted not sooner than 30 days following commencement of the Work. Owner may, by written notice to Contractor, designate a specific day of each month on or before which Pay Requests must be submitted. Each Pay Request shall include (a) Contractor's certification of the value of, and partial or final waivers of lien covering,

all Work for which payment is then requested and (b) Contractor's certification that all prior Progress Payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.

C. Work Entire. This Contract and the Work are entire and the Work as a whole is of the essence of this Contract. Notwithstanding any other provision of this Contract, each and every part of this Contract and of the Work are interdependent and common to one another and to Owner's obligation to pay all or any part of the Contract Price or any other consideration for the Work. Any and all Progress Payments made pursuant to this Article are provided merely for the convenience of Contractor and for no other purpose.

5.4 Final Acceptance and Final Payment

A. Notice of Completion. When the Work has been completed and is ready in all respects for acceptance by Owner, Contractor shall notify Owner and request a final inspection ("Notice of Completion"). Contractor's Notice of Completion shall be given sufficiently in advance of the Completion Date to allow for scheduling of the final inspection and for completion or correction before the Completion Date of any items identified by such inspection as being defective, damaged, flawed, unsuitable, nonconforming, incomplete, or otherwise not in full compliance with, or as required by or pursuant to, this Contract ("Punch List Work").

B. Punch List and Final Acceptance. The Work shall be finally accepted when, and only when, the whole and all parts thereof shall have been completed to the satisfaction of Owner in full compliance with, and as required by or pursuant to, this Contract. Upon receipt of Contractor's Notice of Completion, Owner shall make a review of the Work and notify Contractor in writing of all Punch List Work, if any, to be completed or corrected. Following Contractor's completion or correction of all Punch List Work, Owner shall make another review of the Work and prepare and deliver to Contractor either a written notice of additional Punch List Work to be completed or corrected or a written notice of final acceptance of the Work ("Final Acceptance").

C. Final Payment. As soon as practicable after Final Acceptance, Contractor shall submit to Owner a properly completed final Pay Request in the form provided by Owner ("Final Pay Request"). Owner shall pay to Contractor the balance of the Contract Price, after deducting therefrom all charges against Contractor as provided for in this Contract ("Final Payment"). Final Payment shall be made not later than 60 days after Owner approves the Final Pay Request. The acceptance by Contractor of Final Payment shall operate as a full and complete release of Owner of and from any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses of, by, or to Contractor for anything done, furnished for, arising out of, relating to, or in connection with the Work or for or on account of any act or neglect of Owner arising out of, relating to, or in connection with the Work.

5.5 Liens

A. Title. Nothing in this Contract shall be construed as vesting in Contractor any right

of property in any equipment, materials, supplies, and other items provided under this Contract after they have been installed in, incorporated into, attached to, or affixed to, the Work or the Work Site. All such equipment, materials, supplies, and other items shall, upon being so installed, incorporated, attached or affixed, become the property of Owner, but such title shall not release Contractor from its duty to insure and protect the Work in accordance with the requirements of this Contract.

B. Waivers of Lien. Contractor shall, from time to time at Owner's request and in any event prior to Final Payment, furnish to Owner such receipts, releases, affidavits, certificates, and other evidence as may be necessary to establish, to the reasonable satisfaction of Owner, that no lien against the Work or the public funds held by Owner exists in favor of any person whatsoever for or by reason of any equipment, material, supplies, or other item furnished, labor performed, or other thing done in connection with the Work or this Contract ("Lien") and that no right to file any Lien exists in favor of any person whatsoever.

C. Removal of Liens. If at any time any notice of any Lien is filed, then Contractor shall, promptly and without charge, discharge, remove, or otherwise dispose of such Lien. Until such discharge, removal, or disposition, Owner shall have the right to retain from any money payable hereunder an amount that Owner, in its sole judgment, deems necessary to satisfy such Lien and to pay the costs and expenses, including attorneys' fees and administrative expenses, of any actions brought in connection therewith or by reason thereof.

D. Protection of Owner Only. This Section shall not operate to relieve Contractor's surety or sureties from any of their obligations under the Bonds, nor shall it be deemed to vest any right, interest, or entitlement in any subcontractor or supplier. Owner's retention of funds pursuant to this Section shall be deemed solely for the protection of its own interests pending removal of such Liens by Contractor, and Owner shall have no obligation to apply such funds to such removal but may, nevertheless, do so where Owner's interests would thereby be served.

5.6 Deductions

A. Owner's Right to Withhold. Notwithstanding any other provision of this Contract and without prejudice to any of Owner's other rights or remedies, Owner shall have the right at any time or times, whether before or after approval of any Pay Request, to deduct and withhold from any Progress or Final Payment that may be or become due under this Contract such amount as may reasonably appear necessary to compensate Owner for any actual or prospective loss due to: (1) Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage for which Contractor is liable under this Contract; (3) state or local sales, use, or excise taxes from which Owner is exempt; (4) Liens or claims of Lien regardless of merit; (5) claims of subcontractors, suppliers, or other persons regardless of merit; (6) delay in the progress or completion of the Work; (7) inability of Contractor to complete the Work; (8) failure of Contractor to properly complete or document any Pay Request; (9) any other failure of Contractor to perform any of its obligations under this Contract; or (10) the cost to Owner, including attorneys' fees and administrative costs, of correcting any of the aforesaid matters or

exercising any one or more of Owner's remedies set forth in Section 6.3 of this Contract.

B. Use of Withheld Funds. Owner shall be entitled to retain any and all amounts withheld pursuant to Subsection 5.6A above until Contractor shall have either performed the obligations in question or furnished security for such performance satisfactory to Owner. Owner shall be entitled to apply any money withheld or any other money due Contractor under this Contract to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees and administrative expenses incurred, suffered, or sustained by Owner and chargeable to Contractor under this Contract.

ARTICLE VI

DISPUTES AND REMEDIES

6.1 Dispute Resolution Procedure

A. Notice of Disputes and Objections. If Contractor disputes or objects to any requirement, direction, instruction, interpretation, determination, or decision of Owner, Contractor may notify Owner in writing of its dispute or objection and of the amount of any equitable adjustment to the Contract Price or Contract Time to which Contractor claims it will be entitled as a result thereof; provided, however, that Contractor shall, nevertheless, proceed without delay to perform the Work as required, directed, instructed, interpreted, determined, or decided by Owner, without regard to such dispute or objection. Unless Contractor so notifies Owner within two business days after receipt of such requirement, direction, instruction, interpretation, determination, or decision, Contractor shall be conclusively deemed to have waived all such disputes or objections and all claims based thereon.

B. Negotiation of Disputes and Objections. To avoid and settle without litigation any such dispute or objection, Owner and Contractor agree to engage in good faith negotiations. Within three business days after Owner's receipt of Contractor's written notice of dispute or objection, a conference between Owner and Contractor shall be held to resolve the dispute. Within three business days after the end of the conference, Owner shall render its final decision, in writing, to Contractor. If Contractor objects to the final decision of Owner, then it shall, within three business days, give Owner notice thereof and, in such notice, shall state its final demand for settlement of the dispute. Unless Contractor so notifies Owner, Contractor shall be conclusively deemed (1) to have agreed to and accepted Owner's final decision and (2) to have waived all claims based on such final decision.

6.2 Contractor's Remedies

If Owner fails or refuses to satisfy a final demand made by Contractor pursuant to Section 6.1 of this Contract, or to otherwise resolve the dispute which is the subject of such demand to the satisfaction of Contractor, within ten days following receipt of such demand, then Contractor shall be entitled to pursue such remedies, not inconsistent with the provisions of this Contract, as it may have in law or equity.

6.3 Owner's Remedies

If it should appear at any time prior to Final Payment that Contractor has failed or refused to prosecute, or has delayed in the prosecution of, the Work with diligence at a rate that assures completion of the Work in full compliance with the requirements of this Contract on or before the Completion Date, or has attempted to assign this Contract or Contractor's rights under this Contract, either in whole or in part, or has falsely made any representation or warranty in this Contract, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Contract or has failed to pay its debts as they come due ("Event of Default"), and has failed to cure any such Event of Default within five business days after Contractor's receipt of written notice of such Event of Default, then Owner shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Owner may require Contractor, within such reasonable time as may be fixed by Owner, to complete or correct all or any part of the Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; to remove from the Work Site any such Work; to accelerate all or any part of the Work; and to take any or all other action necessary to bring Contractor and the Work into strict compliance with this Contract.
2. Owner may perform or have performed all Work necessary for the accomplishment of the results stated in Paragraph 1 above and withhold or recover from Contractor all the cost and expense, including attorneys' fees and administrative costs, incurred by Owner in connection therewith.
3. Owner may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Work or part thereof and make an equitable reduction in the Contract Price.
4. Owner may terminate this Contract without liability for further payment of amounts due or to become due under this Contract.
5. Owner may, without terminating this Contract, terminate Contractor's rights under this Contract and, for the purpose of completing or correcting the Work, evict Contractor and take possession of all equipment, materials, supplies, tools, appliances, plans, specifications, schedules, manuals,

drawings, and other papers relating to the Work, whether at the Work Site or elsewhere, and either complete or correct the Work with its own forces or contracted forces, all at Contractor's expense.

6. Upon any termination of this Contract or of Contractor's rights under this Contract, and at Owner's option exercised in writing, any or all subcontracts and supplier contracts of Contractor shall be deemed to be assigned to Owner without any further action being required, but Owner shall not thereby assume any obligation for payments due under such subcontracts and supplier contracts for any Work provided or performed prior to such assignment.
7. Owner may withhold from any Progress Payment or Final Payment, whether or not previously approved, or may recover from Contractor, any and all costs, including attorneys' fees and administrative expenses, incurred by Owner as the result of any Event of Default or as a result of actions taken by Owner in response to any Event of Default.
8. Owner may recover any damages suffered by Owner.

6.4 Owner's Special Remedy for Delay

If the Work is not completed by Contractor, in full compliance with, and as required by or pursuant to, this Contract, within the Contract Time as such time may be extended by Change Order, then Owner may invoke its remedies under Section 6.3 of this Contract or may, in the exercise of its sole and absolute discretion, permit Contractor to complete the Work but charge to Contractor, and deduct from any Progress or Final Payments, whether or not previously approved, administrative expenses and costs for each day completion of the Work is delayed beyond the Completion Date, computed on the basis of the "Per Diem Administrative Charge" set forth in Attachment A, as well as any additional damages caused by such delay.

6.5 Terminations and Suspensions Deemed for Convenience

Any termination or suspension of Contractor's rights under this Contract for an alleged default that is ultimately held unjustified shall automatically be deemed to be a termination or suspension for the convenience of Owner under Section 1.15 of this Contract.

ARTICLE VII
LEGAL RELATIONSHIPS AND REQUIREMENTS

7.1 Binding Effect

This Contract shall be binding upon Owner and Contractor and upon their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns. Every reference in this Contract to a party shall also be deemed to be a reference to the authorized officers, employees, agents, and representatives of such party.

7.2 Relationship of the Parties

Contractor shall act as an independent contractor in providing and performing the Work. Nothing in, nor done pursuant to, this Contract shall be construed (1) to create the relationship of principal and agent, partners, or joint venturers between Owner and Contractor or (2) except as provided in Paragraph 6.3(6) above, to create any relationship between Owner and any subcontractor or supplier of Contractor.

7.3 No Collusion/Prohibited Interests

Contractor hereby represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to Owner prior to the execution of this Contract, and that this Contract is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Contractor has, in procuring this Contract, colluded with any other person, firm, or corporation, then Contractor shall be liable to Owner for all loss or damage that Owner may suffer thereby, and this Contract shall, at Owner's option, be null and void.

Contractor hereby represents and warrants that neither Contractor nor any person affiliated with Contractor or that has an economic interest in Contractor or that has or will have an interest in the Work or will participate, in any manner whatsoever, in the Work is acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism, and neither Contractor nor any person affiliated with Contractor or that has an economic interest in Contractor or that has or will have an interest in the Work or will participate, in any manner whatsoever, in the Work is, directly or indirectly, engaged in, or facilitating, the Work on behalf of any such person, group, entity or nation.

7.4 Assignment

Contractor shall not (1) assign this Contract in whole or in part, (2) assign any of Contractor's rights or obligations under this Contract, or (3) assign any payment due or to become due under this Contract without the prior express written approval of Owner, which approval may be

withheld in the sole and unfettered discretion of Owner; provided, however, that Owner's prior written approval shall not be required for assignments of accounts, as defined in the Illinois Commercial Code, if to do so would violate Section 9-318 of the Illinois Commercial Code, 810 ILCS 5/9-318. Owner may assign this Contract, in whole or in part, or any or all of its rights or obligations under this Contract, without the consent of Contractor.

7.5 Confidential Information

All information supplied by Owner to Contractor for or in connection with this Contract or the Work shall be held confidential by Contractor and shall not, without the prior express written consent of Owner, be used for any purpose other than performance of the Work.

7.6 No Waiver

No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, nor any order by Owner for the payment of money, nor any payment for, or use, occupancy, possession, or acceptance of, the whole or any part of the Work by Owner, nor any extension of time granted by Owner, nor any delay by Owner in exercising any right under this Contract, nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, flawed, unsuitable, nonconforming or incomplete Work, equipment, materials, or supplies, nor operate to waive or otherwise diminish the effect of any warranty or representation made by Contractor; or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner.

7.7 No Third Party Beneficiaries

No claim as a third party beneficiary under this Contract by any person, firm, or corporation other than Contractor shall be made or be valid against Owner.

7.8 Notices

All notices required or permitted to be given under this Contract shall be in writing and shall be deemed received by the addressee thereof when delivered in person on a business day at the address set forth below or on the third business day after being deposited in any main or branch United States post office, for delivery at the address set forth below by properly addressed, postage prepaid, certified or registered mail, return receipt requested.

Notices and communications to Owner shall be addressed to, and delivered at, the following address:

Village of Hinsdale
19 East Chicago Avenue
Hinsdale, Illinois 60521
Attention: VILLAGE CLERK

with a copy to: Klein, Thorpe
Lance Malina
20 N. Wacker Drive Suite 1660
Chicago, IL 60606-2903

Notices and communications to Contractor shall be addressed to, and delivered at, the following address:

The foregoing shall not be deemed to preclude the use of other non-oral means of notification or to invalidate any notice properly given by any such other non-oral means.

By notice complying with the requirements of this Section, Owner and Contractor each shall have the right to change the address or addressee or both for all future notices to it, but no notice of a change of address shall be effective until actually received.

7.9 Governing Laws

This Contract and the rights of Owner and Contractor under this Contract shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

7.10 Changes in Laws

Unless otherwise explicitly provided in this Contract, any reference to laws shall include such laws as they may be amended or modified from time to time.

7.11 Compliance with Laws

Contractor shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Work is provided, performed, and completed in accordance with all required governmental permits, licenses or other approvals and authorizations that may be required in connection with providing, performing, and completing the Work, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (in furtherance of which, a copy of Owner's ordinance ascertaining the prevailing rate of wages, in effect as of the date of this Contract, has been attached as an Appendix to this Contract; if the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate shall apply to this Contract); any other prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative

**REQUEST FOR BOARD ACTION**
Finance

AGENDA SECTION: Second Reading – ACA

SUBJECT: 2022 Tax Levy Resolution

MEETING DATE: November 3, 2022

FROM: Alison Brothen, Finance Director

Recommended Motion

Approve a Resolution Determining the Estimated Village of Hinsdale Real Estate Tax Levy for Year 2022 in the amount of \$11,750,033.

Background

In order to comply with the regulations under the Truth in Taxation Act, the Village is required to pass a resolution requesting the levying of property taxes prior to the adoption of the annual tax levy Ordinance.

Under the Property Tax Extension Limitation Law (PTELL or the Tax Cap) the Village is allowed to increase its levy from the previous year's levy by an amount of the lower of the CPI or 5% plus "new construction". The Illinois Department of Revenue stipulated that the 2022 Tax Levy increase will be limited to 5.0% since the CPI as of December 31, 2021 was 7.0%.

The Tax Cap Legislation also provides the ability to levy above the limit to capture "new growth construction". The Village's estimate of new growth in EAV of \$18,000,000 (based on 1/3 of the 2021 adjusted building permit construction value of \$54 million) will allow the Village to capture the additional taxes. Should the final new growth amount be less than this, the County Clerk will reduce the tax levy accordingly per Village direction.

Since tax levy year 2015, the Village has levied taxes separately for police and fire protection as well as police and firefighters' pension for the amount available within the tax cap. The Village also levies taxes for special recreation and debt service, as well as small portion of the firefighters' pension levy, which are exempt from the tax cap.

Discussion & Recommendation

Attached for the Village Board's consideration is the proposed 2022 tax levy. The proposed Village tax levy for 2022 amounts to \$8,212,001, which represents an increase of \$441,953 (5.69%) from the 2021 extended taxes. When combined with the Library Board's potential request for a 5.92% increase in their levy, the total maximum Village and Library levy amounts to \$11,750,033, which represents an increase of \$639,724 (5.76%) from the 2021 extended taxes.

The following explains the individual line item tax levies for this year:

- The Police and Firefighters' Pension levies this year have been calculated based on an independent actuarial study performed by MWM Consulting Group, the Village's actuary. Based on the Village's actuarial study, the statutory minimum contribution to the Police Pension Fund for the 2022 tax levy is \$736,446, an increase of \$89,283 from the prior year. The statutory minimum contribution to the Firefighter's Pension Fund is \$1,158,406, an increase of \$15,631 from the prior year. Of this contribution amount, \$1,100,486 subject to the tax cap and \$57,920 is exempt from the tax cap.

- After subtracting the Police Pension Fund and Firefighters' Pension Fund contributions from the total maximum tax levy that is subject to the tax cap, Village staff recommends that the remainder of the tax levy be allocated evenly between police protection and fire protection. The amount recommended for the 2022 tax levy is \$3,033,891 for each purpose.
- The Recreation Programs for the Handicapped tax levy (which is exempt from the tax cap) is recommended at \$83,692. This amount reflects a 2% increase over what the Village's actual contribution is to the Gateway Special Recreation Agency for 2022.
- Tax levies totaling \$3,346,194 have already been levied for debt service payments on seven bond issues that were previously issued by the Village. The Village has pledged other resources for the debt repayment on six of these bond issues. In December, we will be abating the tax levy on six of these bond issues, which totals \$3,180,519. After subtracting the tax abatements, only the debt service levy in the amount of \$165,675 from the 2019 non-referendum bonds will remain.

Library Levy

The Library levy has been calculated based on the tax cap increase but has not been formally approved by the Library Board, meaning the Library levy could change prior to being finalized. The proposed levy has increased by \$197,771 (5.92%). By State Statute, the Village has no ability to change the Library levy and is required to adopt the levy as approved by the Library Board.

Truth In Taxation Law

Since the total levy increase is over 5%, the Village is required to hold a public hearing on the 2022 tax levy. The public hearing is scheduled for November 15, 2022, at which time there will be a first reading on the ordinance levying taxes for the 2022 tax levy.

Recommendation

It is recommended that the proposed total net levy of \$11,750,033 be adopted.

Budget Impact

Property tax revenue provides funding for 38.7% of General Fund operations and 98.8% of Library operations.

Village Board and/or Committee Action

At their meeting of October 18, 2022, the Board agreed to move this item forward for a second reading at their next scheduled meeting.

Documents Attached

1. Resolution Determining The Estimated Village Of Hinsdale Real Estate Tax Levy for Year 2022
2. 2022 Proposed Tax Levy Summary
3. 2022 Tax Cap Calculation

VILLAGE OF HINSDALE

RESOLUTION NO. R2022- _____

**A RESOLUTION DETERMINING THE ESTIMATED
VILLAGE OF HINSDALE REAL ESTATE TAX LEVY FOR YEAR 2022**

WHEREAS, Section 18-60 of the Truth-in-Taxation Law (35 ILCS 200/18-60), provides that the corporate authorities of each taxing district, including the Village of Hinsdale, shall determine the amount of money, exclusive of any portion of that levy attributable to the cost of conducting an election required by general election law, estimated to be necessary to be raised by taxation for the current fiscal year upon the taxable property in the taxing district; and

WHEREAS, Sections 18-70 and 18-75 of the Truth In Taxation Law (35 ILCS 200/18-70 and 18-75) require the corporate authorities of the taxing district to give public notice of and hold a public hearing on its intent to adopt an aggregate tax levy, if the estimated tax levy will exceed 105% of last year's final aggregate levy, including any amount abated before extension.

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

Section 1. Tax Levy Determination. The President and Board of Trustees of the Village of Hinsdale hereby estimate that \$11,750,033, exclusive of amounts to be levied which are attributable to the costs of conducting elections required by the general election law, shall be raised by means of ad valorem property taxes for fiscal year 2022 (January 1, 2022 to December 31, 2022).

Pursuant to Illinois statute, the above estimate can be amended by the Corporate Authorities of the Village prior to the final approval of the real estate tax levy ordinance, which is anticipated to occur at the Regular Village Board Meeting to be held on Tuesday, December 13, 2022.

Section 2. Public Hearing. A public hearing is required pursuant to Section 18-70 of The Truth In Taxation Law (35 ILCS 200/18-70) because the estimated tax levy will exceed 105% of last year's final aggregate levy. The Corporate Authorities of the Village will conduct a public hearing on this proposed levy on Tuesday, November 15, 2022 in the Memorial Hall of the Memorial Building located at 19 E. Chicago Avenue, Hinsdale, Illinois. The required notices for this public hearing shall be posted and published in accordance with applicable State laws, including the Open Meetings Act and The Truth In Taxation Law.

Section 3. Effective Date. This resolution shall be in full force from and after its passage and approval in the manner provided by law.

ADOPTED this _____ day of _____, 2022, pursuant to a
roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this _____ day of _____, 2022,
and attested to by the Village Clerk this same day.

Thomas K. Cauley, Jr., Village President

ATTEST:

Christine M. Bruton, Village Clerk

Village of Hinsdale
2022 Proposed Tax Levy Summary
Net of All Debt Service Abatements

Tax Levy	2022 Proposed Tax Levy	2021 Extended Tax Levy	Dollar Increase Decrease	Percent Difference
Village Special Levies	6,151,474	5,810,128	341,346	5.88%
Village Pension Levies	1,894,852	1,789,937	104,915	5.86%
Village Debt Service Levies	165,675	169,983	(4,308)	-2.53%
Total Village Levies	8,212,001	7,770,048	441,953	5.69%
Library Levy	3,538,032	3,340,261	197,771	5.92%
Total Village and Library Levies	11,750,033	11,110,309	639,724	5.76%
<u>Total Village Levy subject to the Tax Cap</u>				
Village Special Levies	6,067,782	5,730,257	337,526	5.89%
Village Pension Levies	1,836,932	1,732,594	104,338	6.02%
Total Village Portion	7,904,714	7,462,851	441,864	5.92%
Library Levy	3,538,032	3,340,261	197,771	5.92%
Total For Tax Cap	11,442,746	10,803,112	639,635	5.92%
<u>Non-Capped Funds</u>				
Recreation Programs for Handicapped	83,692	79,871	3,821	4.78%
Firefighters Pension PA 93-0689	57,920	57,344	576	1.01%
Debt Service				
(Net of \$3,185,505 Abatements)	165,675	169,983	(4,308)	-2.53%
Total Village Non-Capped Levy	307,287	307,197	90	0.03%
Total Village & Library Levy	11,750,033	11,110,309	639,724	5.76%
<u>Total Village and Library Levy Subject to Truth in Taxation (all levies except Debt Service)</u>				
	11,584,358	10,940,326	644,032	5.89%

Village of Hinsdale
2022
Tax Cap Calculation

	Current
2021 Tax Cap Extension	7,462,851
2022 Tax Cap Multiplier (2021 CPI)	<u>1.05</u>
Maximum 2022 Levy	<u><u>7,835,993</u></u>
2021 Final EAV	2,052,459,891
Estimated 2021 Limiting Tax Rate	0.3818
Estimated New Construction Growth EAV	18,000,000
Estimated Annexation Amount	-
Cushion	-
Estimated Total "New Construction"	<u><u>18,000,000</u></u>
Estimated New Construction Tax \$	68,721
Estimated Maximum Tax Levy with New Construction	<u><u>7,904,714</u></u>
\$ Increase from 2021 Extension	441,864
% Increase from 2021	5.92%

AGENDA SECTION: Second Reading – ZPS

Community Development

SUBJECT: Airoom – 36 S. Washington Street and 4 W. Hinsdale Avenue – Exterior Appearance Review and Site Plan Review to allow for changes to the exterior façade of the existing building located at 36 S. Washington Street and 4 W. Hinsdale Avenue in the B-2 Central Business District – Case A-15-2022

MEETING DATE: November 3, 2022

FROM: Bethany Salmon, Village Planner

Recommended Motion

Approve an Ordinance Approving an Exterior Appearance Plan and Site Plan to Allow for Changes to the Exterior Façade of an Existing Building – 36 S. Washington Street & 4 W. Hinsdale Avenue – Airoom

Application Request

The applicant, Airoom, requests approval of an Exterior Appearance and Site Plan Review to allow for changes to the front façade of the existing building for Airoom located at 36 S. Washington Street and 4 W. Hinsdale Avenue in the B-2 Central Business District. The Plan Commission simultaneously reviewed a Sign Permit Review to allow for the installation of two (2) wall signs on Washington Street and Hinsdale Avenue.

Airoom is proposing to occupy two (2) tenant spaces formerly occupied by Jane's Blue Iris, a florist shop. Airoom LLC will occupy the first floor tenant space at 36 S. Washington Street, which will be used as a home design retail showroom for household appliances, cabinetry, fixtures, flooring, and other home design products. The second floor tenant space at 4 W. Hinsdale Avenue, accessible from a door on the corner side of the building, will be used by Airoom Architects LLC as an office for architecture, engineering, and design services. There are currently a total of five (5) tenant spaces in the building. In addition to the two (2) tenant spaces for Airoom, Coldwell Banker, Krohvan, and Indifference Salon operate out of the building.

The building is classified as a Contributing Structure in the Downtown Hinsdale Historic District according to the 2006 National Register of Historic Places Nomination and is Contributing according to the 2003 Architectural Resources in the Downtown Survey Area. The building was originally constructed in 1891 and features Two-Part Commercial Block architecture in a Colonial Revival style. The building has been altered over time, including the removal of the corner turret and front porch, the replacement of storefronts and windows, the installation of shutters and wrought iron detailing, and changes to brickwork and building openings.

Project Description

Based on the discussions at the Historic Preservation Commission (HPC) and Plan Commission meetings, the applicant submitted several different revised plans during the review process. For the First Read at the Village Board, the applicant presented two alternative plans for consideration that include changes to the storefront of the first floor tenant space at 36 S. Washington Street. Under both options, the existing copper canopy, wall-mounted light fixtures, wall sign, and storefront system will be removed and replaced with a new storefront system.

The plans for Option 1 were originally presented at the prior HPC and Plan Commission meetings and included a new storefront system flush with the plane of the brick façade, effectively infilling the existing inset entrance alcove.

Option 2, the preferred design by the Village Board, incorporated the recommendations from the HPC and Plan Commission meetings and included a recessed storefront entrance. The double doors within the new storefront system will be inset 3' 1" from the face of the building and sidewalk along Washington Street. There were no other proposed changes to the general design of the storefront system and signage in the plans reviewed by the Plan Commission.

The Plan Commission simultaneously reviewed a Sign Permit Review request for two (2) halo-lit channel letter wall signs as part of the project. With the two wall signs for Airoom, the combined size of all wall signs on the building totals 131.25 square feet, exceeding the 125 square feet of signage allowed on the entire building. The applicant requested an increase to the maximum sign area for the building to accommodate the preferred halo-lit design, which requires slightly larger letters to locate LED lights behind to create the back-lit appearance, and to provide additional sign area that is currently being used by other building tenants. The Plan Commission has the authority to modify certain sign regulations, including to increase the maximum area of signage allowed by not more than five percent (5%). The Plan Commission has final authority over Sign Permit Reviews and were in favor of approving the proposed halo-lit wall signs, although it was discussed that the signs are intertwined with this application and recommended that the applicant wait to proceed until the Village Board reviews the façade changes under the Exterior Appearance and Site Plan Review.

Discussion & Recommendation

Historic Preservation Commission Meeting – August 3, 2022 – Mike Klein, representing Airoom, provided an overview of the project. No public comment was provided at the meeting. The applicant presented plans with a flush white aluminum sign band above the storefront system on Washington Street containing a wall sign with push-thru letters measuring 8.35 square feet. A wall sign with push-thru letters, measuring 9.92 square feet in size, was also proposed on Hinsdale Avenue. Combined, both signs measured 18.25 square feet in size and the total sign area for all tenants on the building would collectively measure 124.3 square feet.

Commissioners expressed concern over the storefront design, noting the modern appearance was not consistent with the historic downtown and the colonial revival style of the building. Commissioners stated the white band above the storefront appeared as an extended sign backer panel rather than an architectural feature. It was recommended that the band area could be turned into a small canopy or covered entry area that projects outward from the building and includes decorative molding, trim, and corbels to reflect the building style. A Commissioner also stated concerns over the removal of the recessed alcove and pushing the storefront out toward the street, which the applicant noted was a critical feature for the interior design of the store. The Commission also expressed concern over the design of the signs, noting that internally illuminated cabinet signs were not preferred or appropriate in the historic downtown, particularly facing the railroad. Halo-lit or non-illuminated signs have been preferred for other businesses in the downtown.

Following additional discussion, a motion was made to recommend approval of Case A-15-2022, subject to the condition that the applicant send Commissioner Prisby revised plans to review by August 4, 2022 showing architectural details on Washington Street that includes a box pediment and corbels in accordance with the discussion at the HPC meeting. By a vote of two (2) ayes and two (2) nays, with three (3) absent, the motion failed. The Commission discussed that additional language for the signs was not addressed in the motion and Commissioners would like the two approvals to be separated.

A motion was made to recommend approval of Case A-15-2022 for the Exterior Appearance Review and Site Plan Review, by a vote of three (3) ayes and one (1) nay, with three (3) absent, subject to the condition that the applicant include corbels and molding to be reviewed by Commissioner Prisby on August 4, 2022. A motion was made to recommend denial of Case A-15-2022, a Sign Permit Review to allow for the installation of two (2) wall signs. By a vote of one (1) ayes and three (3) nays, with three (3) absent, the motion failed.

In accordance with Section 2-12-3(A) of Title 2 Chapter 12 of the Village Code: "Quorum And Necessary Vote: No business shall be transacted by the commission without a quorum, consisting of four (4) members, being present. The affirmative vote of a majority of the commission, consisting of at least four (4) members, shall be necessary on any motion to recommend approval of any matter or any application. Any lesser vote on any such motion, even if a majority of those voting, shall be considered a final decision to recommend denial of such matter or application." The votes of the HPC noted above are considered votes recommending denial based on this code section.

Plan Commission Meeting – August 10, 2022 – Jack Klein, representing Airoom, provided an overview of the proposed changes to the building. Michelle Forsys with Aurora Sign Co., the sign contractor for the project, was also present at the meeting. No public comment was provided.

The applicant submitted revised plans for the Plan Commission to review, which included a canopy overhang with decorative details above the storefront on Washington Street to add an architectural feature consistent with the building and historic character of the downtown. An alternative signage plan that utilized halo-lit lettering was also provided. Due to the limited time between the HPC and Plan Commission meetings, a final plan set with detailed elevations and renderings were not able to be prepared in time to include in the packet.

The sign contractor noted that the signs had to be slightly enlarged to provide a thicker font to accommodate the LED lights to achieve the halo-lit appearance. There was a discussion on the Plan Commission's authority to increase the sign face area by 5%, which would be needed to allow for the proposed halo-lit design option. Several Commissioners stated they preferred the halo-lit signs over the push-thru signs, that the additional tag lines on Hinsdale Avenue created a busy appearance, and that less illumination was preferred, particularly on building facades facing the railroad. Commissioners recommended that the revised designs be sent back to the HPC for review due to the discussion at the HPC meeting and the recommended motion, the substantial changes to the plans that occurred between meetings, and the plans revisions needed to show the final halo-lit sign options.

By a vote of six (6) ayes and zero (0) nays, with three (3) absent, the Plan Commission recommend to refer Case A-15-2022 back to the Historic Preservation Commission for consideration prior to the review by the Plan Commission.

Historic Preservation Commission Meeting – September 7, 2022 – Mike Klein, representing Airoom, provided an overview of the proposed changes to the building and design revisions based on the recommendations of the HPC and Plan Commission. No public comment was provided at the meeting.

Overall, the Commissioners expressed support for the revised design to include a decorative overhang above the storefront and the proposed halo-lit wall signs. Commissioners noted concerns with the flush storefront and requested a design with a recessed entry, noting that most storefronts on the block have a recessed entry for first floor businesses. It was stated that a recessed entry would be consistent with the other buildings and the current storefront design even though secondary second floor businesses do have doorways that are flush with the building.

Mr. Klein stated that the infill of the recessed entryway was necessary for the interior design of their tenant space. The adjacent tenant, Coldwell Banker, has a pushed out wall area that creates interior challenges for designing their showroom. There was a discussion on possible building code issues, such as accessibility, grade changes from the sidewalk, and the swing direction of the doors. The Commission recommended that the applicant look into these issues before the Plan Commission meeting and consider a recessed entry to be consistent with the other storefronts on the block.

The Historic Preservation Commission recommended approval of Case A-15-2022, an Exterior Appearance Review and Site Plan Review to allow for changes to the exterior façade of the existing building and a Sign Permit Review to allow for the installation of two (2) wall signs, by a vote of four (4) ayes and zero (0) nays, with three (3) absent, subject to the condition that the applicant provide a recessed storefront entry on the front façade facing Washington Street.

Plan Commission Meeting – September 14, 2022 – Jack Klein, representing Airoom, provided an overview of the proposed project and design revisions. No public comment was provided at the meeting. Overall, the Commission was in support of the proposed halo-lit wall signs and appreciated the changes that were made based on the recommendations at the prior Commission meetings.

The majority of Commissioners expressed concern over the storefront design on Washington Street and the lack of a recessed entry. Mr. Klein stated several businesses on other buildings do not have recessed entryways, the historic building has been changed over time, and Airoom's interior layout is faced with a hardship because the adjacent tenant space for Coldwell Banker jogs into their tenant space by 12 feet, so a recessed entry would limit the area for a kitchen showroom.

After some discussion, Mr. Klein presented an alternative storefront plan to the Commission with the doors recessed about twelve (12) inches. Under this option, the doors would swing out into the sidewalk and the small canopy overhang two (2) feet outward. There was a discussion if the Village would allow the doors to swing out onto the sidewalk and other building code requirements. The plans had not been provided to staff prior to the meeting, so the Village still needed to review the plans for code compliance.

The majority of Commissioners agreed that the storefront entry should be recessed at least three (3) feet, stating the design would better fit in with the other buildings in the historic downtown. Several Commissioners stated that other doors flush with building facades in the downtown were primarily for second floor entrances and a recessed entry is more historic in appearance. The Commission recommended that the applicant work with staff to confirm code requirements and look at recessed entry options that minimize impacts to the interior. There was a discussion if signage could be approved separately. Any changes to the storefront that impact signage would require a separate review and approval, so a Commissioner recommended that it is within the best interest of the applicant to wait and bring forward multiple storefront options to the Village Board for review.

Overall, the Commissioners expressed support for the revised design to the storefront and the changes to the proposed wall signs, but recommended that the applicant explore different design options that would recess the front entry by three (3) feet.

By a vote of by a vote of five (5) ayes and zero (0) nays, with four (4) absent, the Plan Commission recommended approval of Case A-15-2022, an Exterior Appearance Review and Site Plan Review to allow for changes to the exterior façade of the existing building and a Sign Permit Review to allow for the installation of two (2) new wall signs at 36 S. Washington Street and 4 W. Hinsdale Avenue in the B-2 Central Business District for Airoom, subject to the condition that the entry be recessed at least three (3) feet from the face of the building and the applicant provide multiple plan options to the Board of Trustees.

Village Board and/or Committee Action

The project was reviewed at a First Reading at the Village Board meeting on October 18, 2022. It was discussed at the meeting that the plans included in Option 2 with the recessed storefront on Washington Street was the preferred design and in line with the recommendations from the Plan Commission and Historic Preservation Commission. Option 2 was prepared for the First Reading at the Village Board and the Plan Commission and Historic Preservation Commission had not specifically reviewed this plan set. However, these plans were forwarded to the Chairs of both Commissions and were determined to meet the recommendation to recess the storefront. Mike Klein, representing Airoom, agreed to construct the plans presented in Option 2.

Staff clarified at the meeting that the Plan Commission has final authority on signage and approved the sign permit, but recommended that the applicant wait to proceed until the project was brought before the Village Board to determine if additional changes were needed for the storefront.

No public comments were provided at the meeting. The Village Board moved the item forward for a Second Reading subject to the application constructing the plans presented in Option 2.

Documents Attached

1. Ordinance & Exhibits
 - Exhibit A - Legal Description
 - Exhibit B - Approved Plans
 - Exhibit C - Findings and Recommendation of the Plan Commission

Previous Attachments: The following related materials for this case were provided for the Board of Trustees on October 18, 2022 and are available on the Village website at the following link: https://cms1files.revize.com/revize/hinsdaleil/document_center/VillageBoard/2022/10%20OCT/vbot%20packet%2010%2018%2022%20revised.pdf

- Zoning Map and Project Location
- Aerial View
- Birdseye View
- Street View
- Downtown Historic District Map
- National Register of Historic Places Nomination Sheet (2006)
- Architectural Resources in the Downtown Survey Area Survey Sheet (2003)
- Exterior Appearance & Site Plan Review Application and Exhibits
 - Option 1 – Storefront without a Recessed Entry – Original Plans Presented at the HPC Meeting on September 7, 2022 and the PC Meeting on September 14, 2022
 - Option 2 – Storefront with a Recessed Entry – Revised Plans Submitted for the First Read at the Village Board on October 18, 2022
 - Original Plans – Presented at the HPC Meeting on August 3, 2022
- Draft Ordinance
- Draft Plan Commission Findings and Recommendations

VILLAGE OF HINSDALE

ORDINANCE NO. _____

AN ORDINANCE APPROVING AN EXTERIOR APPEARANCE PLAN AND SITE PLAN TO ALLOW FOR CHANGES TO THE EXTERIOR FAÇADE OF AN EXISTING BUILDING – 36 S. WASHINGTON STREET & 4 W. HINSDALE AVENUE – AIROOM

WHEREAS, Mike Klein, on behalf of Airoom (the “Applicant”), has submitted an application (the “Application”) seeking exterior appearance and site plan approval for changes to the exterior façade of the existing building located at 36 S. Washington Street/4 W. Hinsdale Avenue (the “Subject Property”) in the B-2 Central Business Zoning District. Proposed improvements include the removal of the existing copper canopy, wall-mounted light fixtures, wall sign, and storefront system, and installation of a new storefront system that includes white aluminum framing and a 2’ 6” tall white canopy overhang with an aluminum cap and supporting corbels. In addition, the brick above the existing storefront and canopy will be removed to allow for taller storefront windows, and the new storefront system will align with the plane of the surrounding exterior brick façade, effectively infilling the existing inset entrance alcove (collectively, all of the foregoing are the “Proposed Improvements”). The Subject Property is legally described in Exhibit A attached hereto and made a part hereof. The Proposed Improvements are depicted in the Exterior Appearance and Site Plans attached hereto as Exhibit B and made a part hereof; and

WHEREAS, the Subject Property is currently improved with a two-story, multi-tenant commercial building. The building is classified as a Contributing Structure in the Downtown Hinsdale National Register Historic District. The Applicant desires to occupy a first floor space as a home design retail showroom, and a second floor space as an office for architecture, engineering and design services; and

WHEREAS, the Application has been referred to the Plan Commission of the Village and has been processed in accordance with the Hinsdale Zoning Code (“Zoning Code”), as amended; and

WHEREAS, on September 14, 2022 the Plan Commission of the Village of Hinsdale reviewed the Application at a public meeting pursuant to notice given in accordance with the Zoning Code; and

WHEREAS, the Plan Commission, after considering all of the testimony and evidence presented at the public meeting, recommended approval of the proposed Exterior Appearance and Site Plan on a vote of five (5) ayes, and zero (0) nays, with four (4) absent, subject to the condition that the entry be recessed at least three (3) feet from the face of the building and the applicant provide plan options to the Board of Trustees, all as set forth in the Plan Commission’s Findings and Recommendation in this case (“Findings and Recommendation”), a copy of which is attached hereto as Exhibit C and made a part hereof; and

WHEREAS, the President and Board of Trustees have duly considered the Findings and Recommendation of the Plan Commission, and all of the materials, facts and circumstances affecting the Application, and find that the Application satisfies the standards established in subsection 11-604F of the Zoning Code governing site plan review, and the standards established in subsection 11-606E of the Zoning Code governing exterior appearance review, subject to the conditions stated in this Ordinance.

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

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

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

SECTION 3: Approval of Exterior Appearance and Site Plans. The Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and Sections 11-604 and 11-606 of the Hinsdale Zoning Code, approves the Exterior Appearance and Site Plans attached to, and by this reference, incorporated into this Ordinance as **Exhibit B** (the "Approved Plans"), subject to the conditions set forth in Section 4 of this Ordinance.

SECTION 4: Conditions on Approvals. The approvals granted in Section 3 of this Ordinance are expressly subject to all of the following conditions:

- A. **Compliance with Plans, including Recessed Entry.** All work on the exterior of the Subject Property shall be undertaken only in strict compliance with the Approved Plans attached as **Exhibit B**, including recessing the entry at least three (3) feet from the face of the building based on the plan approved by the Board of Trustees and incorporated herein as part of **Exhibit B**.
- B. **Compliance with Codes, Ordinances, and Regulations.** Except as specifically set forth in this Ordinance, the provisions of the Hinsdale Municipal Code and the Hinsdale Zoning Code shall apply and govern all development on, and improvement of, the Subject Property. All such development and improvement shall comply with all Village codes, ordinances, and regulations at all times.

- C. Building Permits. The Applicant shall submit all required building permit applications and other materials in a timely manner to the appropriate parties, which materials shall be prepared in compliance with all applicable Village codes and ordinances.

SECTION 5: Violation of Condition or Code. Any violation of any term or condition stated in this Ordinance, or of any applicable code, ordinance, or regulation of the Village, shall be grounds for rescission by the Board of Trustees of the approvals set forth in this Ordinance.

SECTION 6: Severability and Repeal of Inconsistent Ordinances. Each section, paragraph, clause and provision of this Ordinance is separable, and if any section, paragraph, clause or provision of this Ordinance shall be held unconstitutional or invalid for any reason, the unconstitutionality or invalidity of such section, paragraph, clause or provision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict are hereby repealed.

SECTION 7: Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

ADOPTED this _____ day of _____, 2022, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this _____ day of _____, 2022, and attested to by the Village Clerk this same day.

Thomas K. Cauley, Jr., Village President

ATTEST:

Christine M. Bruton, Village Clerk

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

By: _____

Its: _____

Date: _____, 2022

EXHIBIT A

LEGAL DESCRIPTION OF THE SUBJECT PROPERTY

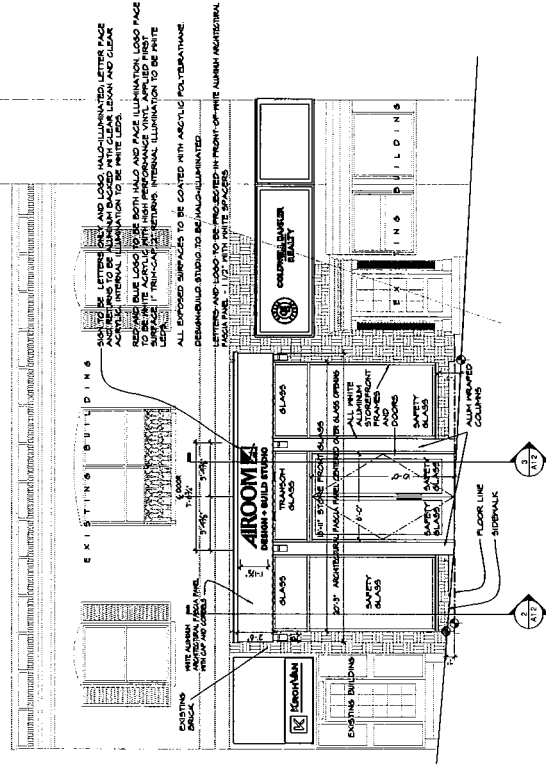
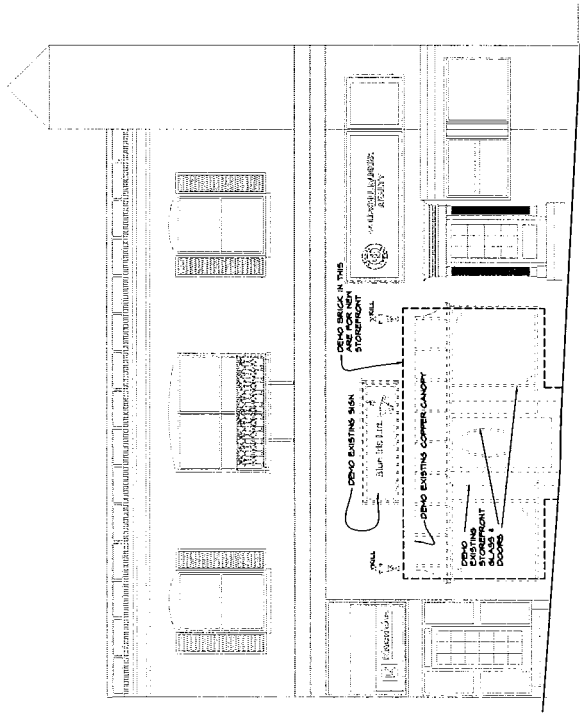
LOT 1 (EXCEPT THE SOUTH 30 FEET THEREOF) OF GEORGE'S RESUBDIVISION OF BLOCK 3 OF THE ORIGINAL TOWN OF HINSDALE, A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF GEORGE'S RESUBDIVISION RECORDED ON NOVEMBER 28, 1871 AS DOCUMENT 14624, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 09-12-121-012-0000

COMMONLY KNOWN AS: 36 S. WASHINGTON STREET & 4 W. HINSDALE AVENUE, HINSDALE, IL 60521

EXHIBIT B

**APPROVED EXTERIOR APPEARANCE AND SITE PLANS
(ATTACHED)**



CONTROLS	
1	1. 1/2" BELL
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128	128. 1/4" BELL
129	129. 1/8" BELL
130	130. 1/4" BELL

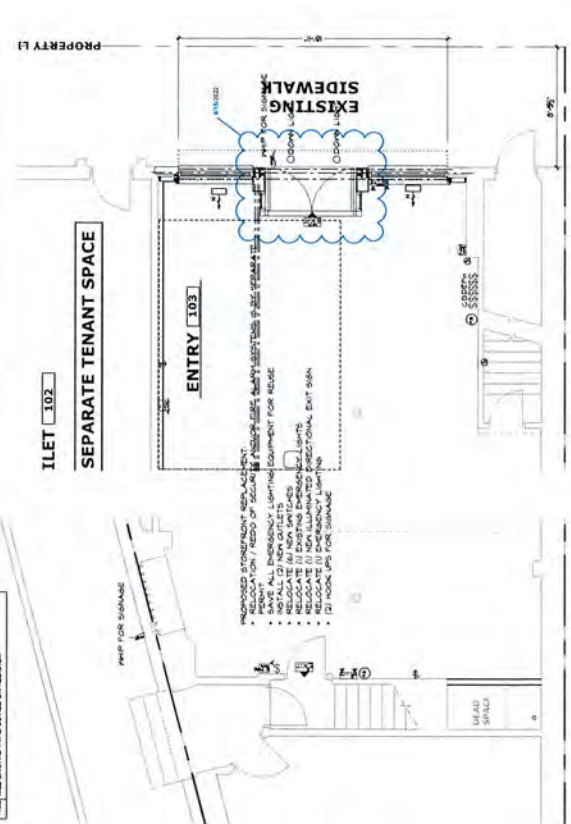
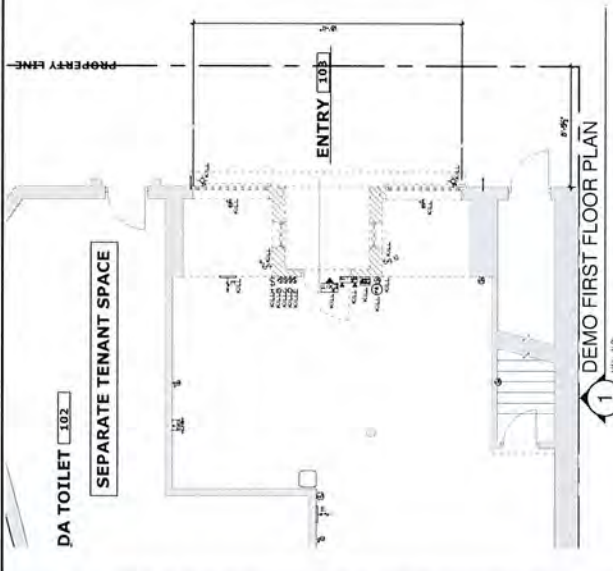
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EXHIBIT C

**FINDINGS AND RECOMMENDATION OF THE PLAN COMMISSION
(ATTACHED)**

**FINDINGS OF FACT AND RECOMMENDATION
OF THE HINSDALE PLAN COMMISSION
TO THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES**

APPLICATION: Case A-15-2022 – 36 S. Washington Street and 4 W. Hinsdale Avenue – Airoom – Exterior Appearance Review and Site Plan Review to allow for changes to the exterior façade of the existing building and a Sign Permit Review to allow for the installation of two (2) wall signs located at 36 S. Washington Street and 4 W. Hinsdale Avenue in the B-2 Central Business District

PROPERTY: 36 S. Washington Street & 4 W. Hinsdale Avenue (PIN: 09-12-121-012)

APPLICANT: Mike Klein, Airoom

REQUEST: Exterior Appearance and Site Plan Review

PLAN COMMISSION (PC) REVIEW: September 14, 2022

BOARD OF TRUSTEES 1ST READING: October 4, 2022

SUMMARY OF REQUEST: The Village of Hinsdale received an application request from Mike Klein, representing Airoom, requesting approval of an Exterior Appearance and Site Plan Review to allow for changes to the front façade of the existing building and a Sign Permit Review to allow for the installation of two (2) wall signs for Airoom located at 36 S. Washington Street and 4 W. Hinsdale Avenue in the B-2 Central Business District.

Airoom is proposing to occupy two (2) tenant spaces formerly occupied by Jane's Blue Iris, a florist shop. Airoom LLC will occupy the first floor tenant space at 36 S. Washington Street, which will be used as a home design retail showroom for home furnishings, furniture, household appliances, cabinetry, fixtures, flooring, and other home design products. The second floor tenant space at 4 W. Hinsdale Avenue, accessible from a door on the corner side of the building, will be used by Airoom Architects LLC as an office for architecture, engineering, and design services. There are currently a total of five (5) tenant spaces in the building. In addition to the two (2) tenant spaces for Airoom, the following three (3) other businesses operate out of the building: Coldwell Banker, Krohvan, and Indifference Salon.

The building is classified as a Contributing Structure in the Downtown Hinsdale Historic District according to the 2006 National Register of Historic Places Nomination and is Contributing according to the 2003 Architectural Resources in the Downtown Survey Area. The building was originally constructed in 1891 and features Two-Part Commercial Block architecture in a Colonial Revival style. The building has been altered over time, including the removal of the corner turret and front porch, the replacement of storefronts and windows, the installation of shutters and wrought iron detailing, and changes to brickwork and building openings.

Based on the recommendations by the Historic Preservation Commission and Plan Commission, summarized below, the applicant submitted several different revised plans for review during the Exterior Appearance and Site Plan Review process. The revised plans presented at the Plan Commission meeting on September 14, 2022 proposed the following changes to the building:

Storefront Modifications – For the first floor tenant space at 36 S. Washington Street, the applicant is proposing to remove the existing copper canopy, wall-mounted light fixtures, wall sign, and storefront system. A new storefront system will be installed that includes white aluminum framing and a 2' 6" tall white canopy overhang with an aluminum cap and supporting corbels. The brick above the existing storefront and canopy will be removed to allow for taller storefront windows. Additionally, the new

storefront system will align with the plane of the surrounding exterior brick façade, effectively infilling the existing inset entrance alcove. The overall height from grade to the top of the white aluminum band is approximately 16' 6.75".

Wall Signage – Two (2) halo-lit channel letter wall signs are proposed on the building, one for each of the two businesses for Airoom. The applicant has provided renderings to show how both of the signs will look during the day and illuminated at night.

One (1) wall sign is proposed on the projecting overhang above the new storefront at 36 S. Washington Street for Airoom LLC. The sign measures 1' 11-1/8" tall and 7' 6-3/4" wide, with an overall sign face area of 14.57 square feet. The wall sign consists of black halo-lit letters as well as a red and blue logo on a white background that will be both halo-lit and internally front lit.

One (1) wall sign is also proposed above the existing window near the entrance for 4 E. Hinsdale Avenue for Airoom Architects LLC. The proposed wall sign measures 1' 10" tall and 5' 8" wide, with an overall sign face area of 10.38 square feet. The wall sign consists of a white aluminum backer panel with black halo-lit letters as well as a red and blue logo on a white background that will be both halo-lit and internally front lit. Due to the smaller size, the secondary text line "Architects – Builders – Remodelers" will be non-illuminated pin mounted lettering.

Per Section 9-106(J), in the B-2 District, two (2) awning valance, canopy valance, wall, or permanent window signs are allowed per user. A maximum gross surface area of all awning valance, canopy valance, wall, and permanent window signs for the entire building shall not exceed the greater of: 1) one square foot per foot of building frontage, up to a maximum of one hundred (100) square feet, or 2) twenty five (25) square feet for each business that has a separate ground level principal entrance directly to the outside of the building onto a street, alley, courtyard, or parking lot.

Based on the five (5) tenants in the building with a separate ground level principal entrance directly to the outside, a total of 125 square feet of signage described above is be allowed on the entire building.

Coldwell Banker was previously afforded more wall sign area than the standard 25 square feet allowed for each business in a multi-tenant building with a separate storefront entrance. As a result, the applicant has provided a survey of existing signage on the building to determine the allowable area afforded to the two businesses for Airoom. Per Section 9-106(E)(11), when more than one user occupies a zoning lot, the owner of the lot shall be responsible for allocating permitted signage among its tenants.

Combined, both wall signs measure 24.95 square feet in size. On the entire building, the six (6) wall signs will collectively measure 131.01 square feet in size, which includes the following signs:

- Krohvan – 12 square feet
- Coldwell Banker – 60.06 square feet
- Coldwell Banker (Hinsdale Avenue) – 20.11 square feet
- Indifference Salon – 13.89 square feet
- Airoom Showroom (Washington Street) – 14.57 square feet
- Airoom Office (Hinsdale Avenue) – 10.38 square feet

With the two wall signs for Airoom, the combined size of all wall signs on the building slightly exceed the allowable 125 square feet allowed for the entire building. Per Section 11-607(F), the Plan Commission has the authority to modify certain sign regulations, including to increase by not more than five percent (5%) the maximum area of signage otherwise allowed. This would allow for an additional 6.25 square feet of sign face area on the building, for a total of 131.25 square feet for all awning valance, canopy valance, wall, and permanent window signs on the building.

The applicant requested a 5% increase to the maximum sign area for the building to accommodate a halo-lit design, which requires slightly larger letters to locate LED lights behind to create the back-lit appearance, and to provide additional sign area that is currently being used by other building tenants. If this option is approved by the Plan Commission, the applicant is required meet the standards listed in 11-607(F)(3).

PUBLIC MEETING SUMMARIES: The project was reviewed at several public meetings by the Historic Preservation Commission and the Plan Commission, as detailed below:

Historic Preservation Commission Meeting – August 3, 2022 – Mike Klein, representing Airoom, provided an overview of the proposed changes to the building and answered questions from the Commissioners. Members of the development team for Airoom, Michelle Forsy with Aurora Sign Company, the sign contractor for the project, and Chris Schramko, the building manager, were also present at the meeting. No public comment was provided at the meeting.

The applicant presented plans with a flush white aluminum sign band above the proposed storefront system on Washington Street. A wall sign with push-thru letters, measuring 8.35 square feet in size, was proposed on Washington Street within the storefront aluminum band area. A wall sign with push-thru letters, measuring 9.92 square feet in size, was also proposed on Hinsdale Avenue. Combined, both signs measured 18.25 square feet in size and the total sign area for all tenants on the building would collectively measure 124.3 square feet.

There was a discussion on the changes to the building over time, if the street elevation / grade was raised in the past, the original storefront design, the patterned brick on the building that is not original, and the proposed plans to raise the height of the storefront windows. It was stated that this was a complex sign permit application due to the existing large signs for Coldwell Banker, which staff confirmed date back to at least the 1960s based on a review of permits on record.

Commissioners expressed concern over the storefront design and noted the modern appearance was not consistent with the historic downtown and the colonial revival style of the building. Different design options were discussed. It was noted that the white band above the storefront appeared as an extended sign backer panel rather than an architectural feature. It was recommended that the applicant explore a revised design where the band area becomes small canopy or covered entry area that projects outward from the building and includes decorative molding, trim, and corbels that reflect the style of the building.

Mr. Klein discussed the design with the Commission and stated the storefront was intended to be simple due to the number of tenants and architectural details on the building. It was also discussed if the applicant could explore keeping the existing sconces and locating a sign in the center of the sconces. One Commissioner stated concerns over the removal of the recessed alcove and pushing the storefront out toward the street, which the applicant noted was a critical feature for the interior design of the store.

The applicant confirmed that no permanent window signage is proposed on both the front and side elevations. Mr. Klein confirmed that the large window on Hinsdale Avenue would not be replaced. The existing black wrought iron features on the front and side elevations would also remain.

The Commission expressed concern over the design of the signs, noting that internally illuminated cabinet signs were not preferred or appropriate in the historic downtown, particularly facing the railroad. Halo-lit or non-illuminated signs have been preferred in the downtown. Ms. Forsy confirmed the white background will be opaque. Only the side profile of the routed out push-thru lettering and the Airoom logo will be illuminated. A Commissioner asked if signage needed to be lit at night, where Mr. Klein noted he would like them to be illuminated. There was also a discussion on using halo-lit individual

lettering. Ms. Forys stated that the font lettering is too small to have back-lit LEDs, which require about a minimum 1.5" thickness. The color of the signs were discussed, but it was noted that the plans show the "swoosh" across the "A" logo as black on one sign and blue on another sign.

The Commission expressed support that the sign on Hinsdale Avenue aligned with the window below. The applicant confirmed that the "Since 1958" text would not be illuminated. There was a brief discussion on the location of the sign and that the adjacent door serves the second floor offices for Airoom.

A motion was made to recommend approval of Case A-15-2022 – 36 S. Washington Street and 4 W. Hinsdale Avenue – Airoom – Exterior Appearance Review and Site Plan Review to allow for changes to the exterior façade of the existing building and a Sign Permit Review to allow for the installation of two (2) wall signs, subject to the condition that the applicant send Commissioner Prisby revised plans to review by August 4 showing architectural details on Washington Street that includes a box pediment and corbels in accordance with the discussion at the HPC meeting. By a vote of two (2) ayes and two (2) nays, with three (3) absent, the motion failed. The Commission discussed that the sign was not addressed in the motion and would like the two approvals to be separated.

A motion was made to recommend approval of Case A-15-2022 for the Exterior Appearance Review and Site Plan Review for 36 S. Washington Street, by a vote of three (3) ayes and one (1) nay, with three (3) absent, subject to the condition that the applicant include corbels and molding to be reviewed by Commissioner Prisby on August 4, 2022.

A motion was made to recommend denial of Case A-15-2022 – 36 S. Washington Street and 4 W. Hinsdale Avenue – Airoom – Sign Permit Review to allow for the installation of two (2) wall signs. By a vote of one (1) aye and three (3) nays, with three (3) absent, the motion failed.

Please note, following the meeting, staff reviewed Title 2 Chapter 12 of the Village Code that outlines the general powers, duties, and procedures of the Historic Preservation Commission. In accordance with Section 2-12-3(A): *"Quorum And Necessary Vote: No business shall be transacted by the commission without a quorum, consisting of four (4) members, being present. The affirmative vote of a majority of the commission, consisting of at least four (4) members, shall be necessary on any motion to recommend approval of any matter or any application. Any lesser vote on any such motion, even if a majority of those voting, shall be considered a final decision to recommend denial of such matter or application."* The votes of the Historic Preservation Commission noted above are considered votes recommending denial based on this code section.

Plan Commission Meeting – August 10, 2022 – Jack Klein, representing Airoom, provided an overview of the proposed changes to the building and answered questions from the Commissioners. Michelle Forys with Aurora Sign Company, the sign contractor for the project, was also present at the meeting. No public comment was provided at the meeting.

The applicant submitted revised plans for the Plan Commission to review addressing several of the comments provided by the Historic Preservation Commission. The revised plans included a canopy overhang with decorative details above the storefront on Washington Street to add an architectural feature consistent with the building and historic character of the downtown.

In addition to the original signage design with push-thru letters, an alternative sign plan was provided that utilized halo-lit lettering. Due to the limited time between the Historic Preservation Commission meeting and the Plan Commission meeting, a final plan set with detailed elevations and renderings were not able to be prepared for the Plan Commission packet.

Ms. Forys stated the signs on Washington Street and Hinsdale Avenue had to be enlarged to provide a thicker font to accommodate the LED lights to achieve the halo-lit appearance. There was a discussion on the Plan Commission's authority to increase the sign face area by 5%, which would be needed to allow for the proposed halo-lit design option.

Several Commissioners stated they preferred the halo-lit signs over the push-thru signs and that the additional tag lines on the Hinsdale Avenue side created a busy appearance. The applicant noted that they were okay with removing the "Since 1958" text. It was noted by several Commissioners that less illumination was preferred, particularly on facades facing the railroad. The applicant stated no window signage is proposed and it was recommended that the applicant could look at permanent window signage on Hinsdale Avenue to provide signs oriented toward pedestrians.

There was also a discussion on the design of the proposed storefront, which will entail the removal of the existing entrance alcove by pushing the wall out toward the street as well as the raising of the storefront windows.

Commissioners recommended that the revised designs be sent back to the HPC for review due to the discussion at the HPC meeting and the recommended motion, the substantial changes to the plans that occurred between meetings, and the plans revisions needed to show the final halo-lit sign options.

By a vote of six (6) ayes and zero (0) nays, with three (3) absent, the Plan Commission recommend to refer Case A-15-2022 back to the Historic Preservation Commission for consideration prior to the review by the Plan Commission.

Historic Preservation Commission Meeting – September 7, 2022 – Mike Klein, representing Airoom, provided an overview of the proposed changes to the building and design revisions based on the recommendations of the Historic Preservation Commission and Plan Commission at prior meetings. No public comment was provided at the meeting.

Overall, the Commissioners expressed support for the revised design to include a decorative overhang above the storefront and the proposed halo-lit wall signs. Commissioners noted concerns that the storefront will be flush with the front façade and supported a design with a recessed entry, noting that all other storefronts on the block have a recessed design for first floor businesses. Commissioners stated a recessed entry for Airoom would be consistent with the other buildings on the block and the current storefront design. It was noted that secondary second floor businesses do have a doorway that is flush with the building.

Mr. Klein stated that the infill of the recessed entryway was necessary for the interior design of the tenant space. He noted that the adjacent tenant, Coldwell Banker, has a pushed out wall inside Airoom's tenant space that creates interior challenges for design their showroom. There was a discussion on possible building code issues, such as accessibility, grade changes from the sidewalk, and the swing direction of the door. The Commission recommended that the applicant look into these issues further before the Plan Commission meeting and consider a recessed entry to be consistent with the other storefronts on the block.

The Historic Preservation Commission recommended approval of Case A-15-2022, an Exterior Appearance Review and Site Plan Review to allow for changes to the exterior façade of the existing building and a Sign Permit Review to allow for the installation of two (2) wall signs located at 36 S. Washington Street and 4 W. Hinsdale Avenue in the B-2 Central Business District for Airoom, by a vote of four (4) ayes and zero (0) nays, with three (3) absent, subject to the condition that the applicant provide a recessed storefront entry on the front façade facing Washington Street.

FINAL PLAN COMMISSION PUBLIC MEETING SUMMARY AND FINDINGS: On September 14, 2022, the request for approval of an Exterior Appearance and Site Plan Review was reviewed at a public meeting by the Plan Commission. Jack Klein, representing Airoom, provided an overview of the proposed project and design revisions based on the prior recommendations by the Historic Preservation Commission and Plan Commission. No public comment was provided at the meeting.

Mr. Klein provided a presentation showing the revised plans that included a decorative overhang above the storefront and halo-lit wall signs on Washington Street and Hinsdale Avenue.

Commissioner Moore asked about the recommendation provided by the Historic Preservation Commission to consider a design for a recessed storefront entry on Washington Street. Mr. Klein stated they were not given specific guidance and they were not given a particular recommendation, but they have done some studies to analyze if the storefront can be recessed. Chairman Cashman noted that a condition was added to the recommendation by the Historic Preservation Commission.

Mr. Klein stated that there was a discussion that all retail businesses nearby have recessed entryways, but noted that the Coldwell Banker storefront and the secondary door adjacent to Airoom's tenant space within the building are flush with the façade, as well as the Einstein Bagel's tenant space at the end of the block.

Mr. Klein stated that Airoom's interior layout is faced with a hardship as the adjacent tenant space for Coldwell Banker jogs into their tenant space by 12 feet, therefore a recessed entry limits their showroom area. Commissioner Moore noted that the applicant knew the interior of the tenant space that they chose to rent and questioned if this was truly a hardship. Commissioner Moore then brought up the recommendation by the Historic Preservation Commission to look at designs to recess the entry, where Mr. Klein responded that they actually had plans to show to the Plan Commission.

There was a discussion if the applicant considered designs for a recessed storefront entry, which was a recommended condition by the Historic Preservation Commission. Mr. Klein stated they had examples of the recessed entry to show the Plan Commission, but preferred to not recess the entry and stated he wanted to show the signage to the Commission first.

Commissioner Cashman asked if the applicant wanted to discuss signage first and then the Commission could review the storefront after.

Commissioner Moore stated that he is fine with the proposed signs and appreciates the changes that were made based on the recommendations from the Commissioners.

Commissioner Crnovich stated she is fine with the signage, but her concerns are with the recessed doorway so she is looking forward to seeing what options Airoom has to present.

Commissioner Krillenberger asked if this is the only location for Airoom or if there are other locations. Mr. Klein stated this location will be the second location for Airoom. There was a short discussion over the use of the business, where Mr. Klein confirmed that they are an architecture, builder, and remodeler company. Commissioner Krillenberger then asked about the business name. Mr. Klein responded that the company was founded by his grandfather as a glass enclosure sunroom business in Florida.

Commissioner Curry stated she agrees with the other Plan Commissioners and thanked the applicant for the changes made to the signage.

Chairman Cashman stated the signs look great and particularly liked the sign on Hinsdale Avenue.

Mr. Klein then described the interior floor plan of the tenant space and presented an alternative storefront plan to the Commission.

Mr. Klein described the proposed interior floor plan with the flush storefront and noted that a kitchen showroom area would be installed near the door area. The flush storefront provides about five and a half (5.5) feet of room around the proposed kitchen island. The door would swing into the tenant space.

A secondary option was then shown to the Commission with the storefront doors recessed about twelve (12) inches. Under this option, the doors would swing out into the sidewalk and the small canopy over the storefront would have an overhang of about two (2) feet. Mr. Klein did not know if the Village would allow the doors to swing out into the sidewalk. Mr. Klein said this option would not impede the interior floor plan design.

Chairman Cashman asked if there would be any building code restrictions that would prohibit the door from swinging open into the sidewalk. Mr. Klein responded that they are not aware of any so far and ideally they would like to swing the doors out. Village Planner Bethany Salmon stated that staff would like to confirm with the Building Official after the meeting if the Village would allow the doors to swing out and that she does not believe this would be allowed. There was a discussion that the plans may need to be revised to meet code requirements.

Chairman Cashman asked for clarification on the interior floor plan design and asked if the applicant considered turning the kitchen island. Mr. Klein stated that would limit the walk space in the kitchen showroom area and discussed other elements of the interior floor plan. Chairman Cashman restated that the Historic Preservation Commission recommended a recessed entry.

Commissioner Curry stated she prefers the recessed entry and it fit better in with the town. The flush storefront appears more like a store in Oakbrook Mall or a shopping center. Commissioner Curry noted that there is a flush door to the right of the storefront, but that this door goes up to the second floor of the building. Mr. Klein then noted that the Coldwell Banker also has an entry way that is not recessed. Commissioner Curry noted that the majority of the doors flush with the façade in the downtown are normally for the second floor and a recessed entry is more historic in appearance. Commissioner Curry recommend they look at a creative recessed design that will work with the interior floor plan.

Mr. Klein asked if there was a preference on how much the storefront should be recessed. Chairman Cashman responded that it should be recessed at least three (3) feet back so that the doors can swing out and noted that Commissioner Jim Prisby from the Historic Preservation Commission discussed this design at a prior meeting, which could be a good compromise.

Mr. Klein then showed the Commissioners photos of the adjacent entrances on the building, noting the Coldwell Banker entrance is not recessed.

Commissioner Curry noted a recessed design would not result in the loss of too much space and a discussion followed on the need for the Village to review the code requirements.

Mr. Klein stated they would recess the entry if that is their only option and they would like to prevent any delays with starting construction.

Commissioner Krillenberger stated the one (1) foot recessed entry seems like a reasonable compromise, subject to meeting code requirements.

Commissioner Crnovich stated she would like to see the entry recessed three (3) feet. She noted that the building is historic and is one of the most visible, cornerstone buildings in the historic downtown. Commissioner Crnovich noted that she did not prefer the alternative option showing the one (1) foot recessed entry and agreed with Commissioner Curry that it appears too much like a mall design.

Mr. Klein noted that the building has changed over time since it was first constructed and the storefront may have been once been flush with the building under the former porch. Commissioners then discussed the original design of the building.

Commissioner Crnovich understood that the building has been altered over time, but in keeping with the historic downtown and the recommendation of the Historic Preservation Commission, she recommends that Airoom keep a recess entryway and that the entry is recessed at least (3) feet.

Commissioner Moore noted that there will not be a major difference in the area between a one (1) foot recessed entry and a three (3) foot recessed entry. Mr. Klein responded that it is not necessarily about the square footage, but more about the corners created that limit the walk space area.

Chairman Cashman asked for clarification on the area to the south of the doors. Mr. Klein noted they have a display wall with tiles, fixtures, and counter tops planned for the wall to the south and a sitting area for guests. Chairman Cashman stated he agrees with the Historic Preservation Commission about the recessed entry, but asked the applicant if they considered moving the door further south to allow for more area near the kitchen showroom area. Mr. Klein stated the sidewalk to the south is actually sloped, so there are challenges for relocating the entryway in this area and they would lose a display area. Chairman Cashman stated it is important to follow the Historic Preservation Commission's recommendation on this item.

Chairman Cashman asked if the applicant considered a single door with sidelight instead of double doors to provide additional flexibility. Mr. Klein stated they have not considered this idea, but are open to this. Chairman Cashman stated this design could provide a recessed option that does not have as much of a negative impact on the interior layout.

Chairman Cashman recommended that the applicant work with the Building Department to confirm code requirements for the direction the doors can swing and look at options that can minimize impacts to the interior while providing a recessed entry. Mr. Klein responded that they are open to making these changes.

Chairman Cashman stated the Plan Commission is a recommending body and recommended that Airoom bring multiple options to the Village Board for review. Mr. Klein agreed and there was a discussion on the possible timeline for the project. Mr. Klein asked if the signage could be approved. Chairman Cashman stated that in this case it is really one package.

Commissioner Moore reiterated that it is within the best interest of the applicant to bring forward multiple options to the Village Board for review.

Ms. Salmon then clarified that the sign permit could be approved separately by the Plan Commission, but the applicant should be aware that any changes to the storefront that impacted signage would require a separate review and approval.

Overall, the Commissioners expressed support for the revised design to the storefront and the changes to the proposed wall signs, but recommended that the applicant explore different design options that would recess the front entry by three (3) feet.

In recommending approval of the Exterior Appearance and Site Plan Review, the Plan Commission determined the standards set forth in Section 11-604(F) and Section 11-606(F) of the Village's Zoning Code have been met, subject to changes to the storefront entry. Several Commissioners noted that the storefront on Washington Street would be visually compatible and consistent with the Downtown Historic District, with a revised design that includes the entry recessed three (3) feet (Section 11-605(E)(2)(e),(f),(i), and (k). The revised overhang with decorative details and halo-lit signage did not appear to negatively impact the historic building were respectful to the character of the downtown.

No members of the public provided comment at the meeting. Staff did not received complaints or negative feedback from members of the public prior to the meeting.

A motion to approve the Exterior Appearance and Site Plan Review was made by Commissioner Krillenberger and seconded by Commissioner Moore. The vote carried by a roll call vote as follows:

AYES:	Commissioners Crnovich, Curry, Krillenberger, Moore, and Chairman Cashman
NAYS:	None
ABSTAIN:	None
ABSENT:	Commissioners, Fiascone Hurley, Jablonski, and Willabee

RECOMMENDATIONS: Based on the findings set forth above, the Village of Hinsdale Plan Commission, by a vote of five (5) ayes and zero (0) nays, with four (4) absent, recommended to the President and Board of Trustees approval of Case A-15-2022, an Exterior Appearance Review and Site Plan Review to allow for changes to the exterior façade of the existing building and a Sign Permit Review to allow for the installation of two (2) new wall signs at 36 S. Washington Street and 4 W. Hinsdale Avenue in the B-2 Central Business District for Airoom, subject to the condition that the entry be recessed at least three (3) feet from the face of the building and the applicant provide plan options to the Board of Trustees.

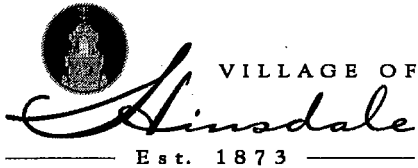
Signed: _____

Stephen J. Cashman

Steve Cashman, Chair
Plan Commission
Village of Hinsdale

Date: _____

10/12/22



10a

MEMORANDUM

DATE: October 24, 2022
TO: President Cauley and the Village Board of Trustees
CC: Kathleen A. Gargano, Village Manager
FROM: Robert McGinnis, Community Development Director/Building Commissioner *RM*
RE: **Community Development Department Monthly Report-September 2022**

In the month of September, the department issued 94 permits including 1 new single family home, 13 residential alterations, 5 commercial alterations, and 1 demolition permit. The department conducted 430 inspections and revenue for the month came in at just under \$85,000.

There are approximately 78 applications in house, including 10 single-family homes and 20 commercial alterations. There are 48 permits ready to issue at this time, plan review turnaround is running approximately 2-3 weeks, and lead times for inspection requests are running approximately 24 hours.

The Engineering Division has continued to work with the department in order to complete site inspections and respond to drainage complaints. In total, 44 engineering inspections were performed in the month of September by the division. This does not include any inspection of road program work and is primarily tied to building construction and drainage complaints.

We currently have 16 vacant properties on our registry list. The department continues to pursue owners of vacant and blighted properties to either demolish them and restore the lots or come into compliance with the property maintenance code.

COMMUNITY DEVELOPMENT MONTHLY REPORT September 2022

PERMITS	THIS MONTH	THIS MONTH LAST YEAR	FEES	FY TO DATE	TOTAL LAST YEAR TO DATE
New Single Family Homes	1	3			
New Multi Family Homes	0	0			
Residential Addns./Alts.	13	18			
Commercial New	0	0			
Commercial Addns./Alts.	5	3			
Miscellaneous	39	34			
Demolitions	1	1			
Total Building Permits	59	59	\$ 74,313.00	\$963,615.00	\$905,909.00
Total Electrical Permits	16	13	\$ 3,865.00	\$ 71,304.00	\$61,484.00
Total Plumbing Permits	19	19	\$ 6,539.00	\$ 131,989.00	\$130,201.00
TOTALS	94	91	\$ 84,717.00	\$1,166,908.00	\$ 1,097,594.00

Citations			\$750		
Vacant Properties	16				

INSPECTIONS	THIS MONTH	THIS MONTH LAST YEAR			
Bldg, Elec, HVAC	263	189			
Plumbing	39	31			
Property Maint./Site Mgmt.	84	78			
Engineering	44	72			
TOTALS	430	370			

REMARKS:

VILLAGE OF HINSDALE - September

2020

Name	Ticket NO.	Location	Violation	Ord Fine	Result
Air Planet	1148	716 S. Oak	allowable work hours	250	default judgement
Kiebar, Dale	12550	114 S. Stough	unsafe structure	250	continued
McNaughton	12557	921 S. Madison	allowable work hours	250	250
Tri-Ring American	12559	627 S. Elm	grass/weeds over 8"	250	default judgement

Total: 1,000 750

TOTAL: 1,000.00 750