

**VILLAGE OF HINSDALE
ENVIRONMENT AND PUBLIC SERVICES COMMITTEE MINUTES
MONDAY, JULY 12, 2010**

Chairman Laura LaPlaca called the meeting of the Environment and Public Services Committee to order at 4:00 P.M., Monday July 12, 2010, in Memorial Hall of the Memorial Building, 19 East Chicago Avenue, Hinsdale, IL.

PRESENT: Chairman Laura LaPlaca, Trustee Kim Angelo, Trustee Doug Geoga, Trustee Bob Saigh

ABSENT: None

ALSO PRESENT: Dave Cook, Village Manager; Robb McGinnis, Director of Community Development; Dan Deeter, Village Engineer; George Franco, Director of Public Services; John Finnell, Village Forester; Dan Hopkins, Village Horticulturist.

Approval of Minutes – June 14, 2010

The EPS Committee reviewed the minutes from the June 14, 2010 meeting. Changes to the minutes were addressed. Trustee Angelo motioned for approval of the June 14, 2010 minutes as corrected. Trustee Geoga seconded. The motion passed unanimously.

Public Services Monthly Report

Mr. Franco discussed the highlights of the Public Services monthly report. These included the impact of recent storms, the status of road patching, and the status of elm injections. The Committee members commented and asked questions on these subjects.

Request for Parkway Tree Removal (Resident at 742 S. Adams)

Chairman LaPlaca provided background information on this agenda item. The resident was not present due to child care issues. A general discussion took place. The committee asked the resident to investigate other options which would allow the tree to remain.

Request for Parkway Tree Transplant (Resident at 315 Hampton Place)

Chairman LaPlaca introduced this agenda item. The resident making the request addressed the committee concerning the need to transplant an 8" parkway tree. Trustee Geoga stated that the committee had supported this request when it had been presented in a previous meeting. Trustee Geoga moved to approve the request to transplant the parkway tree. Trustee Angelo seconded. The motion passed unanimously.

Tree Protection Guidelines

Chairman LaPlaca provided background information on this agenda item. She noted that the Village has tree protection guidelines for trees on public property. The information

requested should address guidelines for trees on private property. Staff provided the committee a memorandum with information from six municipalities concerning their tree protection guidelines and issues involved with administering their programs. George Franco summarized the results of the staff research. A general discussion took place. The committee was unanimously in support of tree protection guidelines that apply to trees on private property. However, they did have concerns about how to implement the program while not increasing the size of the Village staff or overburdening the current staff.

Engineering Monthly Report

Dan Deeter provided an overview of the current Village construction projects.

Veeck Park Wet Weather Facility Update

The Veeck Park project is nearing final completion. Items to be completed include further landscaping, completion of the Operation & Maintenance Manuals, and the final inspection. Third & Princeton CSO: The 30-day public comment period for the Village's NPDES permit modification ended on 06/08/10. The Village will monitor our next requirements.

Road Program Update

GARFIELD STREET

Swallow Construction is approximately 30% complete on the project. There has been no work on the project since 06/30/10 due to a strike by the operating engineers and laborers unions.

2010 RESURFACING PROJECT

Central Blacktop was the lowest qualified bidder and began construction on 6/28/10. They, too, are currently not working on the project due to the strike.

State and Federal Funding Opportunities

There was no discussion on this topic

To Award the Certified Operator Services for the Veeck Park CSO Storage and Treatment Facility Professional Services Agreement to Clark Dietz, Inc. in the Amount of \$20,500. Chairman LaPlaca provided background information on this agenda item. A general discussion took place. Trustee Angelo motioned to award the certified operator services for the Veeck Park CSO storage and treatment facility professional services agreement to Clark Dietz, Inc. in the amount of \$20,500. Trustee Saigh seconded. The motion passed unanimously.

To Approve an Ordinance Amending Various Provisions of the Village Code of Hinsdale in Compliance with the Village's National Pollution Discharge Elimination System (NPDES) Permit. Chairman LaPlaca provided background information on this agenda item. A general discussion took place. Trustee Saigh motioned to approve an ordinance amending various provisions of the Village code of

Hinsdale in compliance with the Village's National Pollution Discharge Elimination System (NPDES) permit. Trustee Angelo seconded. The motion passed unanimously.

To Recommend Awarding the Phase 1 Engineering contract of the Oak Street Bridge Environmental Assessment to Clark Dietz, Inc. in the Amount of \$797,520.08. Chairman LaPlaca provided background information on this agenda item. A general discussion took place. Trustee Angelo motioned to recommend awarding the phase 1 engineering contract of the Oak Street Bridge environmental assessment to Clark Dietz, Inc. in the amount of \$797,520.08. Trustee Saigh seconded. The motion passed unanimously.

Adjournment

With no further issues to be brought before the Committee, Trustee Saigh moved to adjourn. Trustee Angelo seconded. Motion carried and the meeting was adjourned at 5:10 PM.

Respectfully submitted,

Dan Deeter
Village Engineer

MEMORANDUM

TO: CHAIRMAN LA PLACA AND THE EPS COMMITTEE
FROM: GEORGE FRANCO
**SUBJECT: PUBLIC SERVICES MONTHLY REPORT-
AUGUST, 2010**

Date: 9/2/10

The Public Services Department has been preparing for the beginning of the school year and the approach of the fall season. Public Service crews have painted crosswalks throughout the Village for increased awareness for motorists and pedestrian foot traffic. Crews have also continued roadway grinding and resurfacing on specified streets before the upcoming winter season. The locations targeted are those that received numerous material and man-hours of labor for pothole repair during last year's winter season which include:

- Bruner Street from Chicago Ave. to Walnut.
- Adams Street from Chicago Ave. to Walnut.
- Hickory Street from Garfield to Adams.
- North Street from Madison to Adams.
- Madison Street from Glendale to Warren Terrace.
- Park Street from 3rd to 7th.

Public Services crews have used 213 tons of asphalt for these repairs for a material cost of approximately \$11,715.00. Crews will continue to work on the asphalt grinding/patching list as budgeted money and weather permits.

During the month of August, crews also responded to and repaired four water main breaks. The dates, location, and size of the water main breaks are as follows:

1. 8/17/10--5551 S. Stough St. 6 inch cast iron water main.
2. 8/18/10--First St. and County Line Rd. 4 inch cast iron water main.
3. 8/19/10--5539 S. Stough St. 6 inch cast iron water main.
4. 8/22/10--Second St. and Grant St. 4 inch cast iron water main.

Staff would like to remind Committee that water conservation restrictions end on September 15th. The Public Services Department has been involved in other projects, which include:

- Public Service crews completed the final survey for Dutch Elm Disease for the year, with the disease cycle showing signs of slowing. To date there have been 12 village trees and 52 private trees which have tested positive.
- The Elm inoculation program has been completed for the year with 225 of 487 trees treated, which is a homeowner participation rate of 46%.
- Public Service staff has continued to assist with special events, which included the final Uniquely Thursday, the Farmers Market, the St. Isaac's Back to School Party held at Robbins Park, and the Hinsdale Hospital's annual Ice Cream Social.
- Public Services crews have installed bike racks at numerous locations throughout the Village. These locations include: Brush Hill Station, the Village Lot, Burlington Park, Lincoln St. near the tracks, Lincoln St. and Chicago Ave., and Robbins Park.
- Public Service crews have completed the lay out and striping of athletic fields for the fall season.

- Public Service crews continued renovations at the Veeck Park baseball field. These renovations include irrigation system repairs and repairs to the infield to improve the playing surface.
- Village staff has coordinated crews to complete weekend refuse removal in parklands and the Business District.
- Public Services crews spread approximately 560 yards of playground mulch in playgrounds throughout the Village to comply with safety measures.

Cc: Dave Cook, President Cauley, and Board of Trustees

PUBLIC SERVICE MONTHLY REPORT FOR AUG. 2010

ROADWAY

9.00 SIGNS
4.00 POSTS
8.00 SIGNS REPAIRED
11.00 TONS OF COLD MIX USED FOR POTHOLES
109.00 TONS OF HOT MIX
0.00 TONS OF GRAVEL FOR ALLEYS ACT,
25.00 WHITE PAINT
30.00 YELLOW PAINT
70.00 MAN HOURS BASIN TOP CLEANING
0.00 MAN HOURS ALLEY GRADING
0.00 MAN HOURS ALLEY TRIMMING
0.00 YARD OF CONCRETE

SNOW / ICE

0.00 Times crews where called out for snow and ice.
0.00 Tons of road salt used
0.00 Tons of salt + calcium for walks, ramps, stairs and train platforms.

TREE MAINT

15.00 TREES TRIMMED BY VILLAGE STAFF
12.00 TREES REMOVED BY VILLAGE STAFF
63.00 ELM TREES DETECTED BY STAFF 12 Pub.51 Private
2.00 ELM TREES REMOVED BY STAFF
0.00 ELM TREES THAT HAVE HAD AMPUTATED LIMBS
0.00 TREE STUMPS REMOVED BY STAFF
0.00 TREES PLANTED BY STAFF
0.00 TREES TRIMMED BY CONTRACTOR(to date)
2.00 NON ELMS REMOVED BY CONTRACTOR
2.00 ELMS REMOVED BY CONTRACTOR

EQUIP MAINT

11.00 SCHEDULED MAINT
44.00 UNSCHEDULED REPAIRS

WATER OPERATIONS

104012.00 GALLONS OF WATER PUMPED TO DISTRIBUTION SYSTEM
100131.00 PUMPED IN AUGUST 2009
1695.00 FEET OF SEWER LINES CLEANED
2.00 SEWER BACKUP INVESTIGATIONS
2.00 BASINS REPAIRED
0.00 BASINS REBUILT
2.00 BASINS CLEAN FROM DEBRIS INSIDE
122.00 METER READINGS
5.00 WATER METERS REPAIRED
11.00 WATER METERS INSTALLED
1.00 HYDRANTS REPAIRED
3.00 HYDRANTS FLUSHED
4.00 WATER MAINS REPAIRED

2.00 SEWER SERVICE LOCATED
347.00 J U L I E LOCATE REQUEST
6.00 WATER CONNECT OR DISCONNECT INSPECTIONS
9.00 VALVES EXERCISED
2.00 VALVES REPAIRED
3.00 WATER METERS REMOVED
0.00 SEWER CONNECT INSPECTIONS
0.00 FOUNTAINS SERVICED

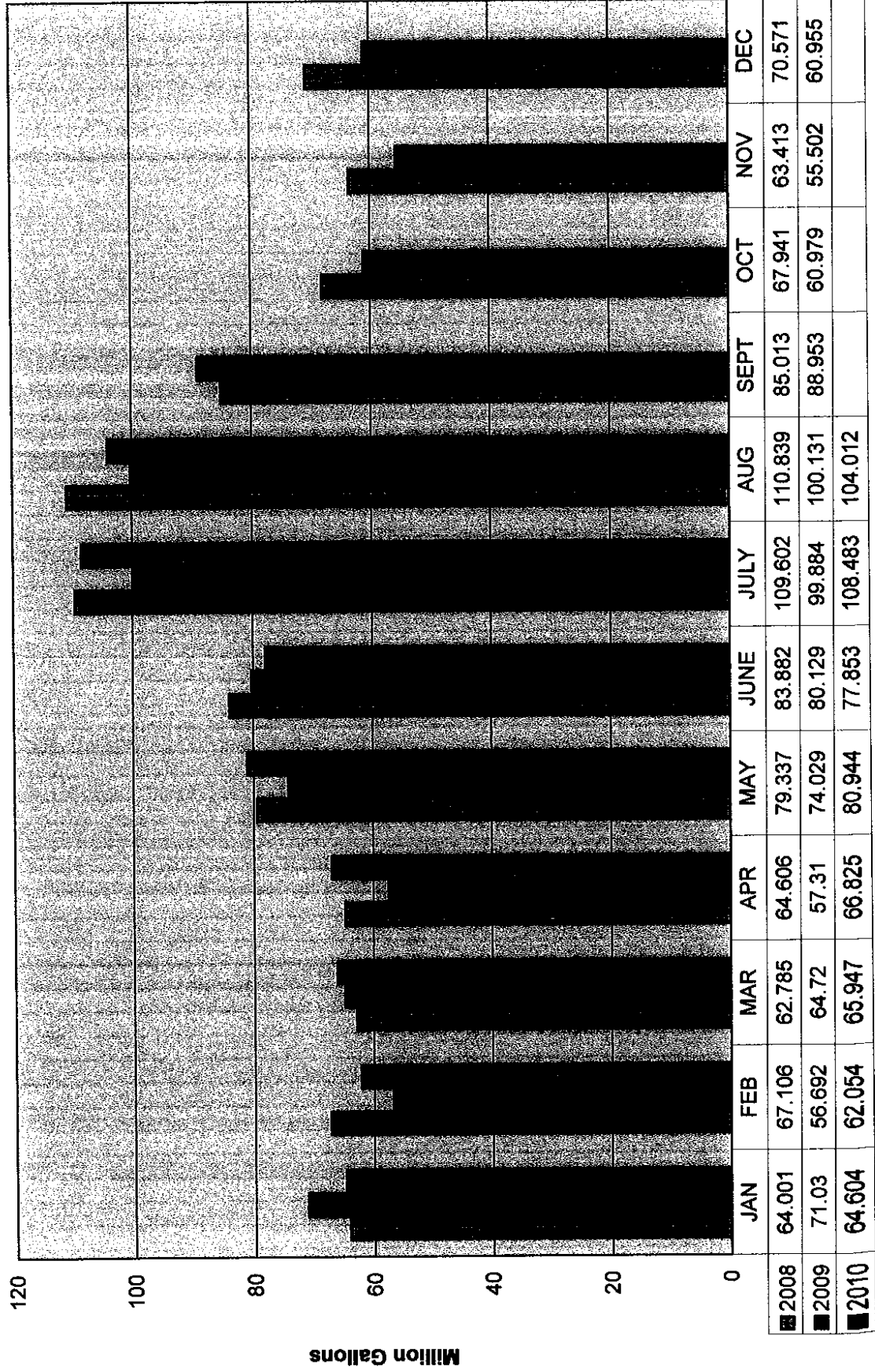
PARKS MAINTENANCE

Parks maintenance crews have been keeping up with general maintenance which includes garbage and litter pick, cleaning of the restrooms, and maintenance to all athletic fields. All contractual landscape maintenance has been completed, as well as watering of flower beds and pots in the business district. Staff has completed the layout and marking of athletic fields for the upcoming season. Crews have completed irrigation system repairs at Veeck Park and continued the baseball field renovation work. Staff conducted safety inspections on all Village playgrounds while also adding mulch to these areas where needed. Staff had a badly damaged section of the Veeck Skate park removed for safety concerns.

BUILDING MAINTENANCE

Building maintenance crews have been monitoring and servicing cooling systems as needed. Generators at the Memorial Building and Police/Fire Departments were tested for proper operation after high use due to storms and power outages. Service was completed at several of the park facility bathrooms to rod out toilet drains and clean up of bathrooms. The Community Pool received service work to repair ladder steps, shower valve repair, and soap dispenser repair. Crews have been working at the PD to assist in running cables for their interior speaker system. Crews will begin service on all heating systems in Village buildings with the arrival of the fall season.

MONTHLY PUMPAGE



VILLAGE OF HINSDALE
MONTHLY REPORT

Month: August, 2010

| Day | Dist x1000 | CL ₂ Average | Turbidity Average | Fluoride Average | H ₂ O Temp Average | Air Temp Average | Total Precip |
|-------------|---------------|----------------------------|----------------------|---------------------|----------------------------------|---------------------|-----------------|
| 1 | 2795 | | | | 66 | | 0.00 |
| 2 | 3382 | 0.83 | 0.06 | 1.10 | 66 | 90 | 0.00 |
| 3 | 2632 | 0.81 | 0.05 | 1.09 | 66 | 86 | 2.55 |
| 4 | 2575 | 0.84 | 0.05 | 1.00 | 66 | 80 | 0.75 |
| 5 | 2633 | 0.88 | 0.06 | 1.10 | 66 | 82 | 0.14 |
| 6 | 2931 | 0.85 | 0.06 | 1.09 | 66 | 81 | 0.00 |
| 7 | 2923 | 0.83 | 0.05 | 1.06 | 66 | | 0.00 |
| 8 | 2856 | | | | 66 | | 0.00 |
| 9 | 3196 | 0.87 | 0.06 | 1.10 | 66 | 90 | 0.00 |
| 10 | 3218 | 0.86 | 0.06 | 1.09 | 66 | 80 | 0.00 |
| 11 | 3696 | 0.82 | 0.06 | 1.08 | 66 | 82 | 0.00 |
| 12 | 3748 | 0.92 | 0.06 | 1.15 | 66 | 84 | 0.00 |
| 13 | 3724 | 0.92 | 0.06 | 1.14 | 66 | 90 | 0.00 |
| 14 | 2775 | 0.89 | 0.06 | 1.10 | 66 | 84 | 0.60 |
| 15 | 3399 | | | | 67 | | 0.00 |
| 16 | 3693 | 0.84 | 0.07 | 1.13 | 66 | 80 | 0.00 |
| 17 | 3595 | 0.91 | 0.06 | 1.10 | 66 | 76 | 0.00 |
| 18 | 3422 | 0.88 | 0.06 | 1.11 | 66 | 72 | 0.10 |
| 19 | 3513 | 0.86 | 0.06 | 1.14 | 66 | 87 | 0.00 |
| 20 | 3847 | 0.92 | 0.06 | 1.10 | 67 | 88 | 0.00 |
| 21 | 2864 | 0.87 | 0.06 | 1.12 | 67 | 89 | 0.00 |
| 22 | 3138 | | | | 67 | | 0.00 |
| 23 | 3528 | 0.93 | 0.06 | 1.21 | 67 | 78 | 0.00 |
| 24 | 3561 | 0.82 | 0.06 | 1.10 | 66 | 82 | 0.00 |
| 25 | 3699 | 0.82 | 0.06 | 1.14 | 67 | 80 | 0.00 |
| 26 | 3583 | 0.84 | 0.06 | 1.10 | 67 | 74 | 0.00 |
| 27 | 3623 | 0.82 | 0.06 | 1.05 | 67 | 72 | 0.00 |
| 28 | 3835 | 0.81 | 0.06 | 1.11 | 68 | 70 | 0.00 |
| 29 | 3949 | | | | 68 | | 0.00 |
| 30 | 4053 | 0.85 | 0.06 | 1.05 | 69 | 87 | 0.00 |
| 31 | 3626 | 0.82 | 0.06 | 1.13 | 69 | 84 | 0.00 |
| Sum: | 104012 | | | | | | 4.14 |
| Avg: | 3355 | 0.86 | 0.06 | 1.10 | 67 | 82 | 0.13 |
| Max: | 4053 | 0.93 | 0.07 | 1.21 | 69 | 90 | 2.55 |
| Min: | 2575 | 0.81 | 0.05 | 1.00 | 66 | 70 | 0.00 |

Reported By: Mark Belkouski

VILLAGE OF HINSDALE, PLANT REPORT

Month: August, 2010

| Day | Flow | | CL ₂ Residual | | Turbidity Average (NTU) | Fluoride | | H ₂ O Temp | | Air Temp | | Total Precip (in) |
|-------------|-------------------|-------------------|--------------------------|-------------------|-------------------------------|------------------|----------------|-----------------------|----------------|----------------|----------------|-------------------------|
| | Valve 1 (kgal) | Valve 2 (kgal) | Total (kgal) | Analyzer (ppm) | Lab (ppm) | Average (ppm) | Average (F) | Average (F) | Average (F) | Average (F) | Average (F) | |
| 1 | 2795 | 0 | 2795 | 0.78 | | | 66 | | | | | 0.00 |
| 2 | 3382 | 0 | 3382 | 0.80 | 0.83 | 1.10 | 66 | | | 90 | | 0.00 |
| 3 | 2632 | 0 | 2632 | 0.80 | 0.81 | 1.09 | 66 | | | 86 | | 2.55 |
| 4 | 2575 | 0 | 2575 | 0.80 | 0.84 | 1.00 | 66 | | | 80 | | 0.75 |
| 5 | 2633 | 0 | 2633 | 0.79 | 0.88 | 1.10 | 66 | | | 82 | | 0.14 |
| 6 | 2931 | 0 | 2931 | 0.81 | 0.85 | 1.09 | 66 | | | 81 | | 0.00 |
| 7 | 2923 | 0 | 2923 | 0.78 | 0.83 | 1.06 | 66 | | | | | 0.00 |
| 8 | 2856 | 0 | 2856 | 0.77 | | | 66 | | | | | 0.00 |
| 9 | 3196 | 0 | 3196 | 0.79 | 0.87 | 1.10 | 66 | | | 90 | | 0.00 |
| 10 | 3218 | 0 | 3218 | 0.79 | 0.86 | 1.09 | 66 | | | 80 | | 0.00 |
| 11 | 3696 | 0 | 3696 | 0.82 | 0.82 | 1.08 | 66 | | | 82 | | 0.00 |
| 12 | 3748 | 0 | 3748 | 0.81 | 0.92 | 1.15 | 66 | | | 84 | | 0.00 |
| 13 | 3724 | 0 | 3724 | 0.84 | 0.92 | 1.14 | 66 | | | 90 | | 0.00 |
| 14 | 2775 | 0 | 2775 | 0.77 | 0.89 | 1.10 | 66 | | | 84 | | 0.60 |
| 15 | 3399 | 0 | 3399 | 0.76 | | | 67 | | | | | 0.00 |
| 16 | 3693 | 0 | 3693 | 0.79 | 0.84 | 1.13 | 66 | | | 80 | | 0.00 |
| 17 | 3595 | 0 | 3595 | 0.78 | 0.91 | 1.10 | 66 | | | 76 | | 0.00 |
| 18 | 3422 | 0 | 3422 | 0.80 | 0.88 | 1.11 | 66 | | | 72 | | 0.10 |
| 19 | 3513 | 0 | 3513 | 0.82 | 0.86 | 1.14 | 66 | | | 87 | | 0.00 |
| 20 | 3847 | 0 | 3847 | 0.84 | 0.92 | 1.10 | 67 | | | 88 | | 0.00 |
| 21 | 2864 | 0 | 2864 | 0.86 | 0.87 | 1.12 | 67 | | | 89 | | 0.00 |
| 22 | 3138 | 0 | 3138 | 0.76 | | | 67 | | | | | 0.00 |
| 23 | 3528 | 0 | 3528 | 0.78 | 0.93 | 1.21 | 67 | | | 78 | | 0.00 |
| 24 | 3561 | 0 | 3561 | 0.75 | 0.82 | 1.10 | 66 | | | 82 | | 0.00 |
| 25 | 3699 | 0 | 3699 | 0.73 | 0.82 | 1.14 | 67 | | | 80 | | 0.00 |
| 26 | 3583 | 0 | 3583 | 0.76 | 0.84 | 1.10 | 67 | | | 74 | | 0.00 |
| 27 | 3623 | 0 | 3623 | 0.76 | 0.82 | 1.05 | 67 | | | 72 | | 0.00 |
| 28 | 3835 | 0 | 3835 | 0.73 | 0.81 | 1.11 | 68 | | | 70 | | 0.00 |
| 29 | 3949 | 0 | 3949 | 0.78 | | | 68 | | | | | 0.00 |
| 30 | 4053 | 0 | 4053 | 0.81 | 0.85 | 1.05 | 69 | | | 87 | | 0.00 |
| 31 | 3626 | 0 | 3626 | 0.79 | 0.82 | 1.13 | 69 | | | 84 | | 0.00 |
| Sum: | 104012 | 0 | 104012 | | | | | | | | | 4.14 |
| Avg: | 3355 | 0 | 3355 | 0.79 | 0.86 | 1.10 | 67 | | | 82 | | 0.13 |
| Max: | 4053 | 0 | 4053 | 0.86 | 0.93 | 1.21 | 69 | | | 90 | | 2.55 |
| Min: | 2575 | 0 | 2575 | 0.73 | 0.81 | 1.00 | 66 | | | 70 | | 0.00 |

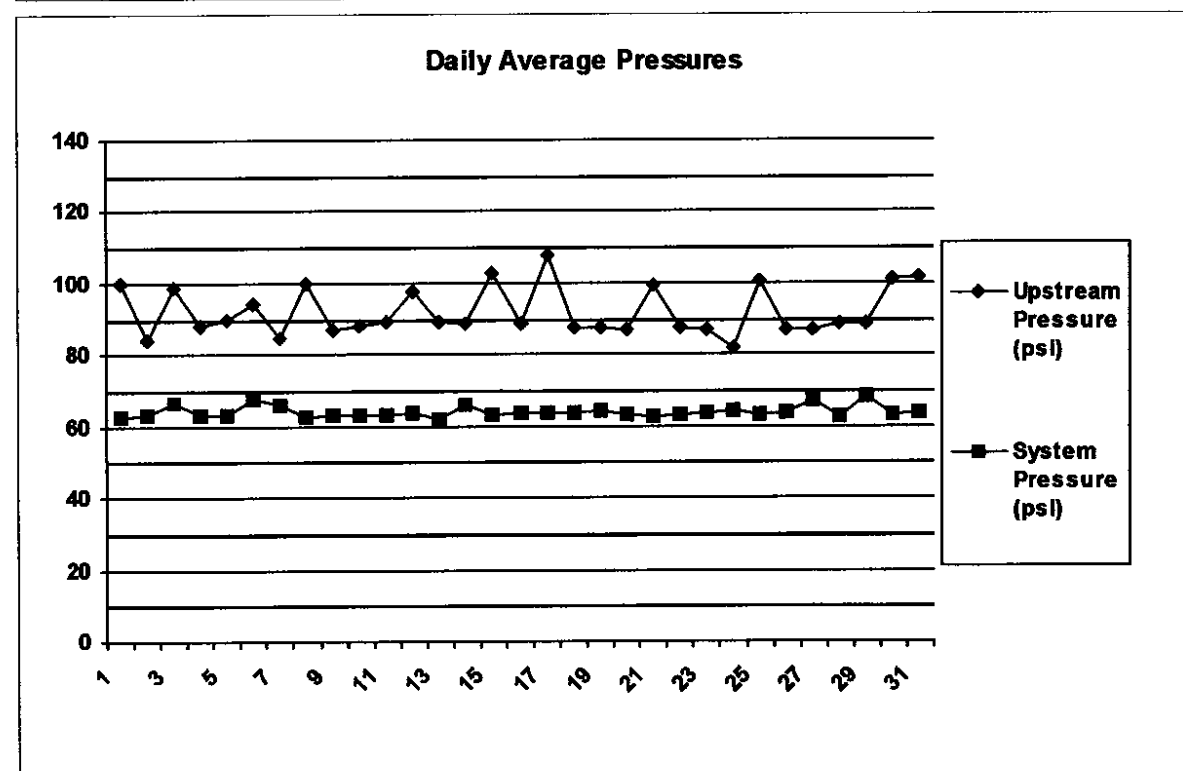
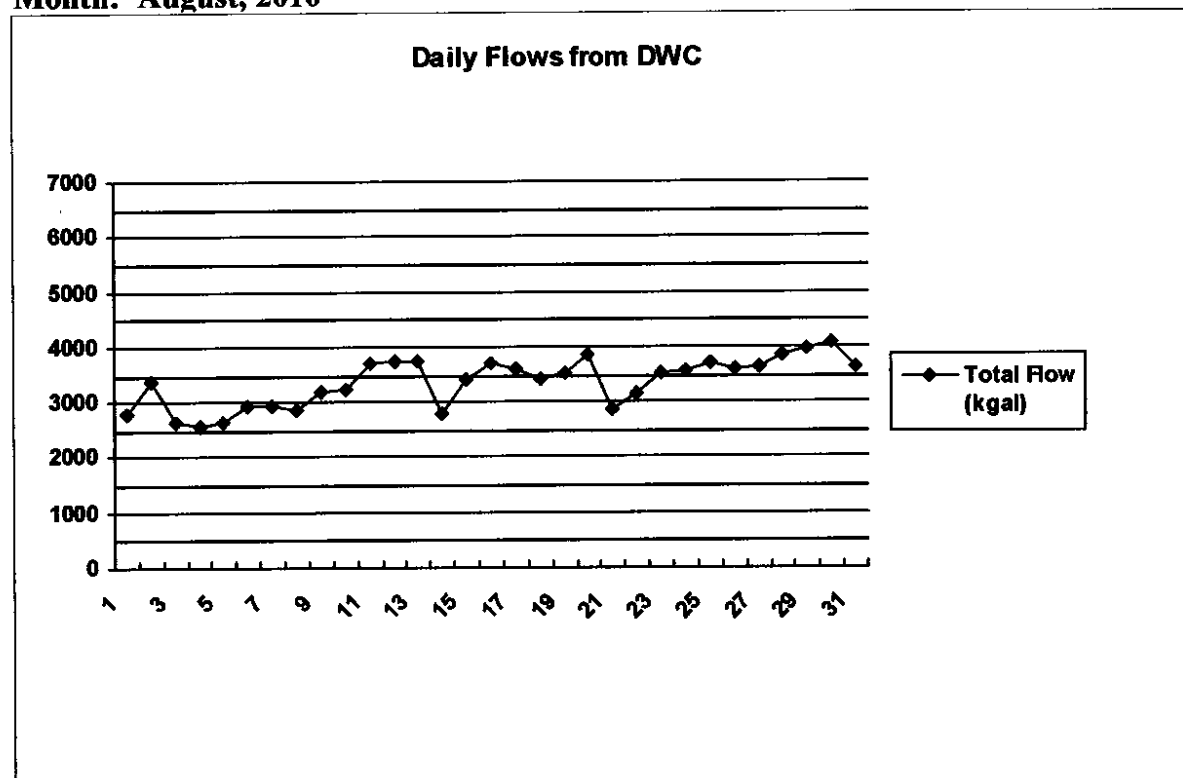
VILLAGE OF HINSDALE, PLANT REPORT

Month: August, 2010

| Day | Flow | | Tank Levels | | Pressures | | Pump Run Times | | |
|------|-----------------|-------------------|-------------------|-------------|-------------------|-----------------|----------------|--------------|--------------|
| | Total (kgal) | Standpipe (ft) | Clearwell (ft) | GSR (ft) | Upstream (psi) | System (psi) | HSP1 (hr) | HSP2 (hr) | HSP3 (hr) |
| 1 | 2795 | 90.4 | 9.7 | 16.7 | 93.0 | 65.2 | 0.0 | 0.0 | 4.5 |
| 2 | 3382 | 90.0 | 9.5 | 16.5 | 89.2 | 66.3 | 0.0 | 0.0 | 5.5 |
| 3 | 2632 | 91.4 | 9.6 | 16.6 | 95.1 | 65.2 | 0.0 | 0.0 | 4.7 |
| 4 | 2575 | 91.2 | 9.5 | 16.5 | 92.6 | 65.0 | 0.0 | 0.0 | 5.0 |
| 5 | 2633 | 91.2 | 9.5 | 16.5 | 92.4 | 64.8 | 0.0 | 0.0 | 4.5 |
| 6 | 2931 | 91.7 | 9.2 | 16.2 | 92.3 | 65.6 | 0.0 | 0.0 | 4.7 |
| 7 | 2923 | 91.2 | 9.6 | 16.6 | 92.5 | 65.5 | 0.0 | 0.0 | 5.0 |
| 8 | 2856 | 91.4 | 9.7 | 16.7 | 92.6 | 65.5 | 0.0 | 0.0 | 4.3 |
| 9 | 3196 | 91.0 | 9.5 | 16.5 | 91.2 | 65.7 | 0.0 | 0.0 | 5.3 |
| 10 | 3218 | 90.5 | 9.4 | 16.4 | 91.3 | 65.6 | 0.0 | 0.0 | 5.5 |
| 11 | 3696 | 89.9 | 9.3 | 16.3 | 90.7 | 66.0 | 0.0 | 0.0 | 5.6 |
| 12 | 3748 | 89.8 | 9.6 | 16.6 | 90.5 | 66.2 | 0.0 | 0.0 | 4.2 |
| 13 | 3724 | 89.5 | 9.4 | 16.4 | 91.4 | 66.1 | 0.0 | 0.0 | 6.8 |
| 14 | 2775 | 90.9 | 9.4 | 16.4 | 94.8 | 65.1 | 0.0 | 0.0 | 4.7 |
| 15 | 3399 | 90.6 | 9.3 | 16.3 | 91.3 | 65.9 | 0.0 | 0.0 | 3.6 |
| 16 | 3693 | 89.9 | 9.4 | 16.4 | 91.3 | 66.4 | 0.0 | 0.0 | 6.0 |
| 17 | 3595 | 90.0 | 9.5 | 16.5 | 90.7 | 66.0 | 0.0 | 0.0 | 7.1 |
| 18 | 3422 | 90.1 | 9.7 | 16.7 | 92.9 | 66.1 | 0.0 | 0.0 | 6.4 |
| 19 | 3513 | 90.1 | 9.4 | 16.4 | 92.0 | 66.3 | 0.0 | 0.0 | 6.0 |
| 20 | 3847 | 89.5 | 9.2 | 16.2 | 89.6 | 66.1 | 0.0 | 0.0 | 6.3 |
| 21 | 2864 | 91.9 | 9.9 | 17.0 | 93.3 | 65.6 | 0.0 | 0.0 | 3.9 |
| 22 | 3138 | 91.5 | 9.8 | 16.8 | 92.3 | 66.0 | 0.0 | 0.0 | 4.1 |
| 23 | 3528 | 90.4 | 9.5 | 16.5 | 91.0 | 66.3 | 0.0 | 0.0 | 6.0 |
| 24 | 3561 | 90.4 | 9.7 | 16.7 | 90.7 | 66.3 | 0.0 | 0.0 | 5.5 |
| 25 | 3699 | 89.3 | 9.6 | 16.6 | 91.1 | 65.9 | 0.0 | 0.0 | 6.9 |
| 26 | 3583 | 89.9 | 9.7 | 16.7 | 90.7 | 66.2 | 0.0 | 0.0 | 5.8 |
| 27 | 3623 | 89.2 | 9.1 | 16.1 | 92.1 | 66.1 | 0.0 | 0.0 | 3.9 |
| 28 | 3835 | 90.3 | 9.1 | 16.1 | 91.0 | 66.7 | 0.0 | 0.0 | 5.1 |
| 29 | 3949 | 87.6 | 9.2 | 16.2 | 92.1 | 66.0 | 0.0 | 0.0 | 6.2 |
| 30 | 4053 | 88.2 | 8.0 | 15.0 | 90.2 | 66.3 | 0.0 | 0.0 | 3.2 |
| 31 | 3626 | 90.4 | 9.3 | 16.3 | 92.2 | 66.0 | 0.0 | 0.0 | 6.3 |
| Sum: | 104012 | | | | | | 0.0 | 0.0 | 162.6 |
| Avg: | 3355 | 90.3 | 9.4 | 16.4 | 91.8 | 65.9 | 0.0 | 0.0 | 5.2 |
| Max: | 4053 | 91.9 | 9.9 | 17.0 | 95.1 | 66.7 | 0.0 | 0.0 | 7.1 |
| Min: | 2575 | 87.6 | 8.0 | 15.0 | 89.2 | 64.8 | 0.0 | 0.0 | 3.2 |

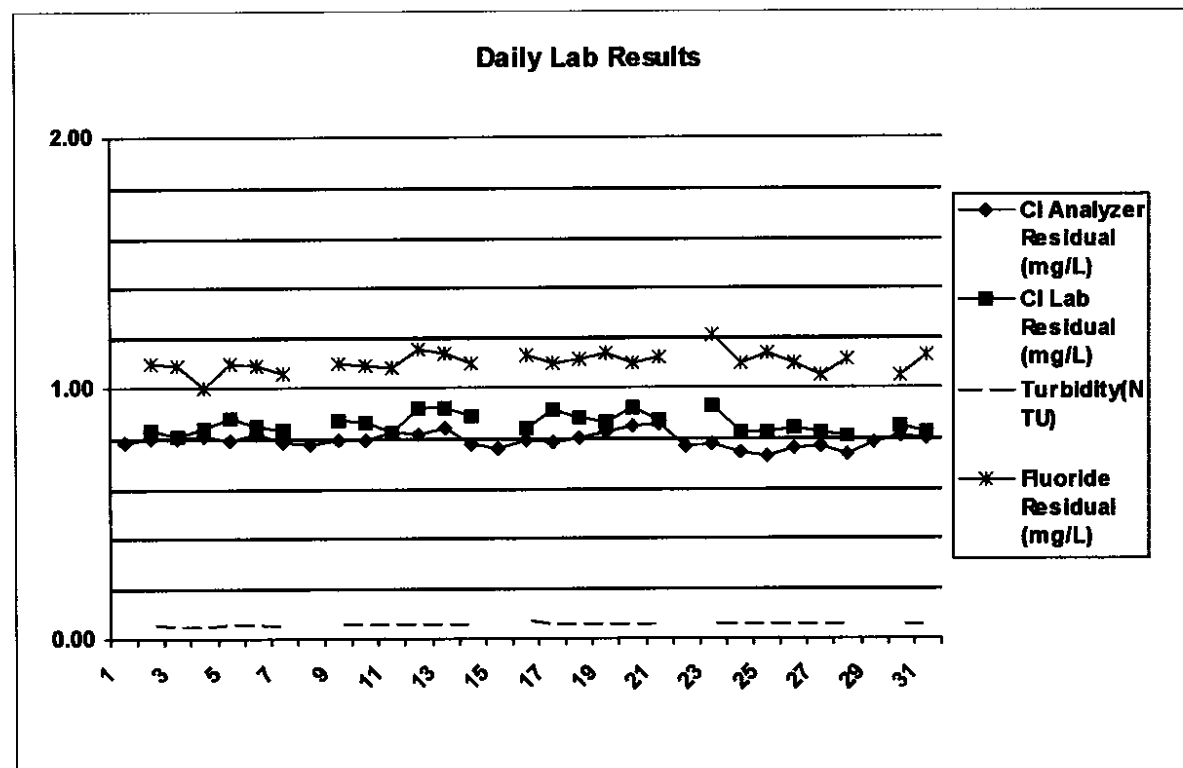
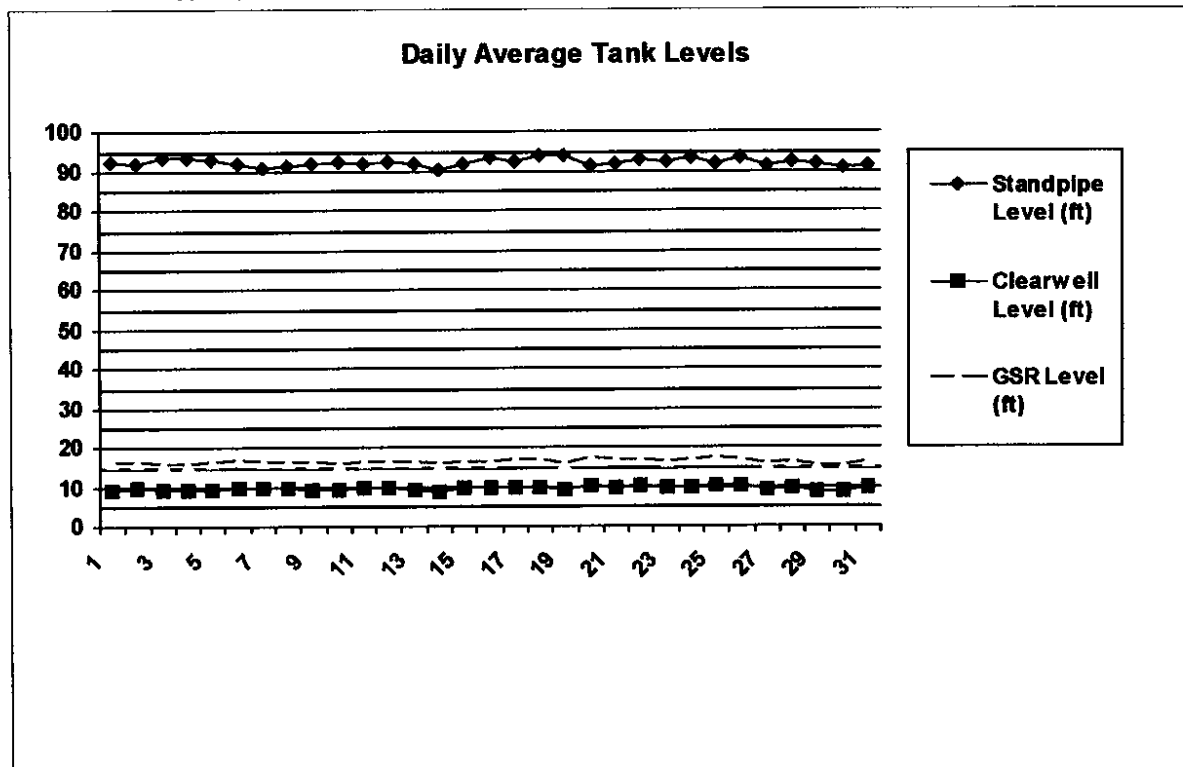
VILLAGE OF HINSDALE, SYSTEM TRENDS

Month: August, 2010



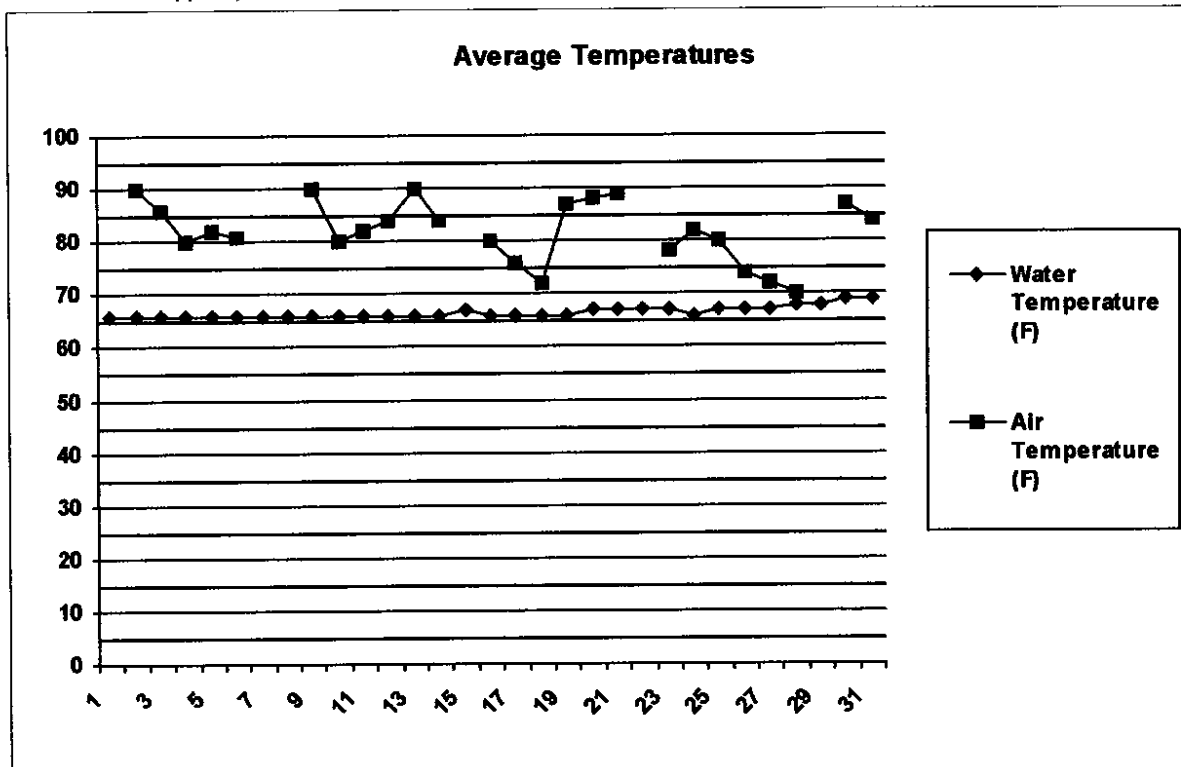
VILLAGE OF HINSDALE, SYSTEM TRENDS

Month: August, 2010



VILLAGE OF HINSDALE, SYSTEM TRENDS

Month: August, 2010



High Service and Well Pump Maintenance

August 2010

High Service Pump Motors

High Service Pump Motor #1- Check oil and lubricate grease fittings

High Service Pump Motor #2- Check oil and lubricate grease fittings

High Service Pump Motor #3- Check oil and lubricate grease fittings

High Service Pump Motor #4- Check oil and lubricate grease fittings

Well Pump Motors

Well #2 Pump Motor- Check oil, grease fittings, ran for Bacteria Testing

Well #5 Pump Motor- Check oil, grease fittings, and ran for Bacteria Testing

Well #8 Pump Motor- Check oil, grease fittings, run for Bacteria Testing and Office Park chillers.

Well #10 Pump Motor- Check oil, grease fittings, and ran for Bacteria Testing

MONTHLY REPORT FOR August 2010

| | |
|----------------------------------|-----------|
| # of Bacteria samples | <u>25</u> |
| # of field chlorine | <u>21</u> |
| # of field turbidities | <u>21</u> |
| # of lab chlorine | <u>26</u> |
| # of lab turbidities | <u>26</u> |
| # of lab pH | <u>26</u> |
| # of lab fluoride | <u>26</u> |
| # of precipitation readings | <u>5</u> |
| # of temperature readings(air) | <u>25</u> |
| # of temperature readings(water) | <u>26</u> |
| # of DBP samples | <u>0</u> |
| # of Pumps serviced | <u>8</u> |

MEMORANDUM

TO: CHAIRMAN LA PLACA AND THE EPS COMMITTEE
FROM: GEORGE FRANCO
SUBJECT: PERMISSION TO SEEK QUOTES
Date: 9/8/2010

Staff is requesting permission to seek quotes for the service of snow shoveling of sidewalks in the Central Business District after a measurable snowfall of two inches or more. This service was utilized six times in FY 09-10, nine times in FY 2008-09, and ten times in FY 2007-08.

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Cc: Dave Cook, President Cauley, and Board of Trustees

MEMORANDUM

TO: CHAIRMAN LA PLACA AND THE EPS COMMITTEE
FROM: GEORGE FRANCO
SUBJECT: LEAF PICK-UP NEWSLETTER
DATE: 9/8/2010

Staff has completed the 2010 leaf pick-up newsletter. Within this newsletter will be information on how leaves will be picked up, alternative measures for disposing of leaves, the warning/fine process to be followed for non-compliance to the leaf pick-up procedures, and important phone numbers for general questions and complaints.

Copies of both the proposed newsletter information and door hangers utilized for warnings are provided on the following pages, and staff looks forward to any additions or changes the committee may have.

Cc: Dave Cook, President Cauley, and Board of Trustees

2010 LEAF PROGRAM

Fall and leaf season will soon be upon us, bringing with its arrival the leaf pick-up program. It is designed to keep the Village's streets cleaner and safer and to help keep leaves out of Flagg Creek Water Reclamation District's sewers and storm drains. The most important thing to remember is that ***leaves can no longer be placed in the street for removal!***

The leaf pick-up program options are:

- Free unlimited weekly **curbside** collection of leaves in Kraft paper yard waste bags (plastic bags will not be picked up) from October 25th thru December 2nd by Allied Waste at the time of your regularly scheduled yard waste pick-up. It is important to note that the last pick-up of bagged leaves for homeowners in town south of the tracks will be November 29th, and the last pick of bagged leaves for homeowners north of the tracks will be December 2nd. All other yard waste will require a yard waste sticker. Bags may not exceed 34 gallons or 60 pounds. Please have the bags placed at the curb by 6:00 a.m. on your scheduled pick up date.
- You may also choose to keep your leaves on your property to be composted for use as mulch. The Village Forester and Horticulturalist highly recommend the use of compost for keeping plants and trees healthy.

For more information on each of these options, please visit www.villageofhinsdale.org and click on LEAF REMOVAL. Remember, *leaves should never be placed in the street*. Homeowners or landscape contractors who place leaves in the street will be subject to a fine of \$75 and up after their first offense.

With everyone's cooperation and the Village's fall street-sweeping operations, we expect to have a cleaner, safer fall leaf season.

Important Contact Information:

- (1) Village of Hinsdale Public Works Department: (630) 789-7030
- (2) Allied Waste Customer Service: (630) 964-3232

◀ NOTICE ▶

**PLACEMENT OF LEAVES IN THE
STREET IS PROHIBITED**

THIS NOTICE IS CONSIDERED A
1ST WARNING. LEAVES MUST BE
REMOVED WITHIN ____ 3 DAYS.
IF YOU DECLINE TO REMOVE YOUR
LEAVES, THE FEE STRUCTURE IS:

- **2ND OFFENSE RESULTS IN \$75.00
FEE TO BE ISSUED** [REDACTED]

- **3RD OFFENSE RESULTS IN A
\$250.00 FEE.**

***THANKS FOR YOUR HELP
IN KEEPING HINSDALE SAFE.***

THANK YOU.
VILLAGE OF HINSDALE
PUBLIC SERVICES DEPT.
789-7030

FOR OFFICE USE ONLY

Date: _____

Time: _____

Address: _____

Reported by: _____

MEMORANDUM

TO: CHAIRMAN LAPLACA AND THE EPS COMMITTEE
FROM: GEORGE FRANCO, DIRECTOR OF PUBLIC SERVICES
SUBJECT: PROPOSED PARKWAY TREE REMOVAL AT 742 S ADAMS
DATE: SEPTEMBER 8, 2010

Per direction of the committee, staff delivered the attached letter to the residents of the 700 S Adams Street block requesting comments regarding the proposed parkway tree removal. As of today there have been three responses that are also attached.

Megan Davia Mikhail and Allen T. Mikhail, residents at 742 S Adams, have requested the Village remove a silver maple tree located in the parkway in front of their home. The request to remove the tree is being made due to the concern for limited access for the driveway and is detailed in the following letter from the residents.

The silver maple has a 32.5" diameter at 4.5' above grade. The tree's condition is good, and the shoot growth is vigorous. There are no significant visible structural defects in the trunk, or scaffold branches. The tree has a balanced habit, and is spaced well with the other parkway trees.

Dear Resident:

Your neighbors at 742 S Adams have requested permission to remove a parkway tree that they feel impacts their ability to exit the driveway. The tree is a large silver maple, which is located just north of the drive-way apron. The tree has been rated to be in good condition by Village staff.

The Village's Environment and Public Services Committee will be considering the request at their next meeting, September 13th at 4:00 in the Board Room of the Memorial Building. Committee members have requested that you be contacted in order to have your opinions considered. There are a number of ways this can be done, through e-mail, regular postal mail and fax. My contact information is below. You may attend the meeting or contact your Trustees as well. I will be collecting written statements through September 9th for inclusion in the meeting packet.

Please feel free to contact me with any questions or concerns.

Best Regards,

John Finnell
Village Forester
19 E Chicago Avenue
Hinsdale, IL 60521

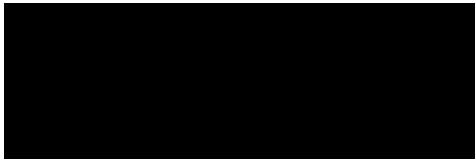
PH: (630) 789-7043
FAX: (630) 789-7046
E-MAIL: jfinnell@villageofhinsdale.org

John Finnell

From: [REDACTED]
Sent: Thursday, September 02, 2010 10:54 PM
To: John Finnell
Subject: Parkway tree infront of 742 S. Adams
John Finnell Village Forester

We live on the block. We feel the location of the tree is a health hazzard. Driving and turning into that driveway can be dangerous especially when icy or slippery roads occur. When one is backing out the driveway this is a blind spot that a child can be ridng a bike on the street or playing around the tree. This is only going to get worse as the children in the area get older. We feel removal and planting of a new tree further north on the parkway would preserve the asthetics and create a safer environment for the block. We also had a tree removed due to tree health issues and we know the new tree will replace the old tree in size and beauty over time.

If you have any questions please feel free to call.



9/8/2010

John Finnell

From: [REDACTED]

Sent: Friday, September 03, 2010 12:10 PM

To: John Finnell

Subject: removal of tree at 742 S. Adams

The tree is beautiful and does NOT impact the ability to exit. You should not be flying down the driveway anyway. You need to stop to go on the street. This is setting a precedent for anyone to have their tree cut down if it blocks the driveway in the least possible way. Anyway, in true Hinsdale style they will move on in a few years and the removal of a 100 year old tree will be the footprint that is left. The tree adds beauty to the neighborhood. We don't need more asphalt and a tiny tree. Its position does not make it impossible to exit the driveway. [REDACTED]
8th St. Hinsdale

9/8/2010

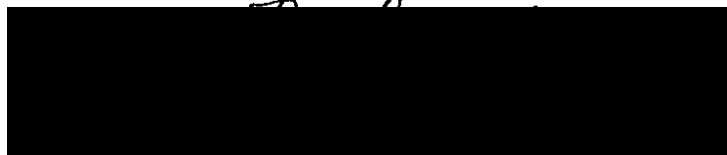
Sept. 3, 2010

Attn: John Finnell,

I am responding to your recent letter regarding the maple tree in front of 742 S. Adams Street.

I have spoken with my neighbors and have no objection to the removal of the tree in front of their home. In fact, I believe it was planted too close to the driveway years ago and as I look down Adams Street most homes only have one parkway tree. I do not feel this tree will be missed and the removal will certainly help my neighbors when they back down their long narrow driveway.

Sincerely,



MEMORANDUM

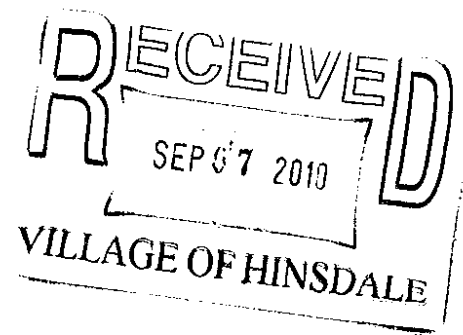
TO: CHAIRMAN LAPLACA AND THE EPS COMMITTEE
FROM: GEORGE FRANCO, DIRECTOR OF PUBLIC SERVICES
SUBJECT: PROPOSED PARKWAY TREE REMOVAL AT 725 S QUINCY
DATE: JULY 8, 2010

Bruce and Carol Stephenson, residents at 725 S Quincy, have requested permission to remove a red maple tree located in the parkway in front of their home. The request to remove the tree is being made due to the concerns for the existing driveway and a proposed new driveway configuration. Additional information is detailed in the following letter from the residents.

The red maple has a 9.0" diameter at 4.5' above grade. The tree's condition is good, and the shoot growth is vigorous. There are no significant visible structural defects in the trunk, or scaffold branches. The tree has a balanced habit, and is spaced well with the other parkway trees.

Staff is requesting direction from the Committee in responding to this request presented by the Stephensons.

Bruce and Carol Stephenson
725 South Quincy Street
Hinsdale, IL 60521
(630) 590-5114 cstephen44@gmail.com



September 7, 2010

Dan Deeter, Village Engineer
Village of Hinsdale
19 E. Chicago Avenue
Hinsdale, Illinois 60521

RE: Request for Removal of Parkway Tree

Dear Mr. Deeter,

Please accept this letter and attached plans as our request for permission to remove a small parkway maple tree in front of our residence at 725 South Quincy Street, Hinsdale, IL. The reason we would like to remove this parkway tree is to remove and relocate our driveway for safety and maintenance reasons. As part of this project, we will replace the small parkway tree with two new maple shade trees.

Currently our driveway is very steep and difficult to navigate in and out of with a vehicle. The current slope of the driveway is approximately 12%. We understand that this is the maximum slope allowed by the Village of Hinsdale code; however, the location of the driveway and slope of the street make the driveway difficult and unsafe to exit and enter. In 2009, the Village removed two large but extremely unhealthy Silver Maples that stood on either side of the driveway. The presence of those two trees likely influenced the design of the driveway when the house was built in 1991. Now that they have been removed we would like to pursue these renovations.

During inclement weather such as snow, ice and heavy rains, the driveway is very slippery and in some situations we are unable to move vehicles in and out. Our vehicles are both all-wheel drive, and both have slid down the driveway, sometimes pivoting sideways and out of control. One time, our car became stuck sideways between snowbanks at the end of the driveway. We have also been unable to get up the slope in snow, at times causing difficult and unsafe situations for our young children, our guests, motorists, other pedestrians and ourselves. In the winter, despite shoveling and the use of prodigious amounts of snow melting chemicals, it is impossible to walk safely on the driveway. My wife, a teenaged neighbor and myself have all fallen on the severe slope while walking to the street, and we are fearful to let our children play on the driveway because of safety concerns. This affects trash pick-up, mail delivery, visitors who have parked on the street, and neighbors. Another safety issue is that we have a difficult time backing out of the driveway because the site lines are obstructed by the slope of the property combined with the slope of the driveway and street. A pedestrian of short stature attending a local yard sale was absent-mindedly standing in the middle of the lower portion of our driveway. As we were pulling out in our compact sedan, she did not appear in our rear window until we were feet away on the steep slope. Had the driveway had snow on it, or had she been even shorter (like a child), the consequences would have been tragic.

We have asked Walsh Landscape Construction to design a revised driveway plan in an effort to solve these problems and create a safer, more user friendly driveway. The solution that was proposed was to relocate the entrance of the driveway to the south end of our property. This will allow the grade difference to be absorbed over a greater distance and create a driveway slope closer to 5%. However, to construct the driveway in this location we would need to remove a 9" dbh Red Maple parkway tree located at the southern corner of the parkway. The Red Maple to be removed is in fair health, although it angles a bit awkwardly toward the street due to the slope it is planted on. The canopy of the tree is healthy but not full.

The proposed plan would include a concrete paver driveway and sidewalk, the installation of low, natural stone retaining walls, approx. 2'ht., grading and drainage modifications, and landscape plantings. The landscape plantings would include the installation of two 4.5" dbh Maple trees within the parkway. These would serve as a replacement for the removed Red Maple. We have attached an illustrative conceptual plan for your review.

We would like to complete this driveway project before the winter weather season arrives. It is our hope that you understand the importance to our family of this request and know that as part of this project we intend to maintain the landscape and hardscape standards the Village of Hinsdale has for its parkways. We hope you see this project as a parkway improvement that will keep our family healthy and safe.

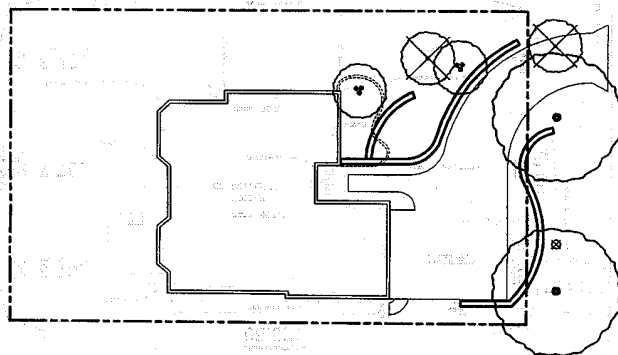
If you have any questions or need any additional please feel free to contact us at the address above or by phone or email.

Sincerely,

The image shows two handwritten signatures in black ink. The signature on the left is 'Bruce Stephenson' and the signature on the right is 'Carol Stephenson'. Both are written in a cursive, flowing style. Below the signatures, the names 'Bruce and Carol Stephenson' are printed in a simple, sans-serif font.

Bruce and Carol Stephenson

RECEIVED
SEP 17 2010
VILLAGE OF HINSDALE



STEPHENSON RESIDENCE

REVISED DRIVEWAY CONCEPT PLANS

725 SOUTH QUINCY STREET
HINSDALE, IL

| | | | |
|-----------|---------------|-----------|--------------|
| DATE: | 08.03.10 | REVISIONS | |
| DESIGN: | MPT | DATE: | DESCRIPTION: |
| APPROVED: | BJE | | |
| CLIENT: | STEPHENSON-FR | | |

S-1.0

SHEET NO.

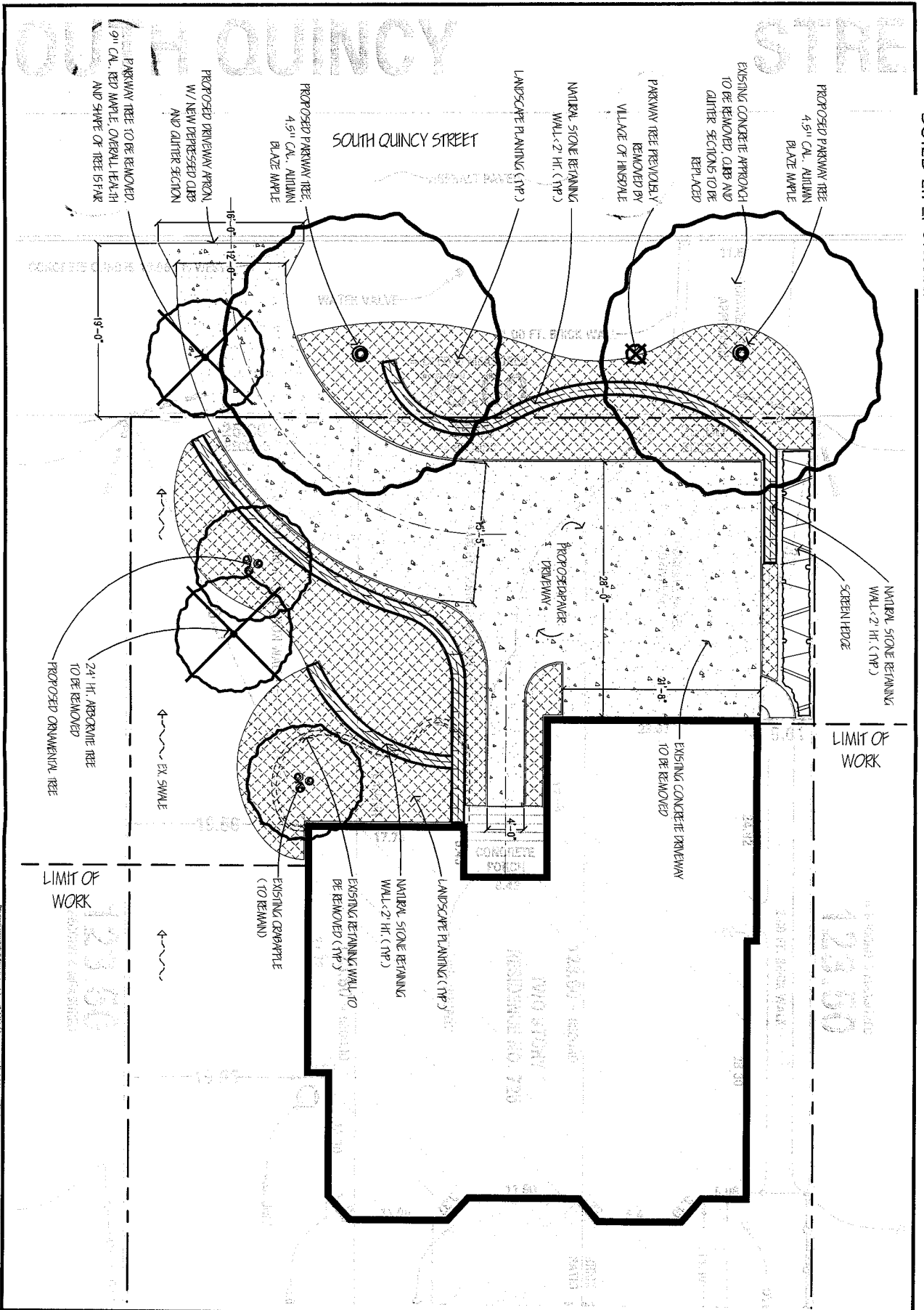
PLAT OF SURVEY

SHEET TITLE:

WALSH

LANDSCAPE
CONSTRUCTION
AND MAINTENANCE
: 630.759.8300

BUILD LIFE. BUILD.



123.60

C-1.0

SHEET NO.

FRONT ENTRY AND DRIVEWAY

DESIGN

CONCEPTUAL

WALSH

LANDSCAPE CONSULTING AND MAINTENANCE

www.walshlandscape.com ph: 630.759.8300

DATE: 06-07-2010

DESIGN: MPT

APPROVED: BJE

CLIENT: STEPHENSON-FR

REVISIONS

DATE:

DESCRIPTION:

STEPHENSON RESIDENCE

DRIVEWAY CONCEPT PLANS

725 SOUTH QUINCY STREET

HINSDALE, IL

0

5

10

SCALE: 1"=10'-0"

MEMORANDUM

TO: Chairman LaPlaca and EPS Committee
FROM: Engineering Department
DATE: September 13, 2010
RE: Engineering Monthly Report

The Engineering Division has continued to work with the Building Division in order to complete site inspections, as well as responding to drainage complaint calls. In total, 174 site inspections were performed for the month of August by three Engineering employees.

In addition to site management, the following capital improvement projects and engineering studies are also underway.

Veeck Park Wet Weather Facility

John Burns Construction Company (JBCC) has completed 99% of the construction on Veeck Park Wet Weather Facility. They were given a final inspection "punch list" on August 18, 2010 and are working on completing these items.

Third and Princeton Combined Sewer Overflow (CSO): With the September 7, 2010 guidance from the Board of Trustees to relocate the CSO structure over the existing combined sewer, the staff is coordinating with JBCC to start construction as soon as possible.

Garfield Road Program

As of 09/10/10, Swallow Construction has completed approximately 50% of the project. This includes construction of the water main on Park Avenue, storm sewer construction and sanitary sewer lining on Garfield Street, and reconstruction of the east curb & gutter on Garfield. They are completing the re-paving of the east lane of Garfield.

The project has experience intermittent delays since 06/30/10 due to the operating engineers' and laborers' strike, approval of the pavement re-design by IDOT, and resolution of the IDOT/IEPA contamination standards issue. Full construction resumed on 09/03/10 with preparation for re-paving of the east lane of Garfield Street. Staff is currently awaiting a revised schedule from Swallow Construction. The staff estimates that these delays will move the project completion to mid-November.

Per the bid document, Swallow Construction has been collecting, sorting, and stacking paver bricks. The collection process on Garfield has been observed by our construction observation consultant from SEC Group. The sorting and stacking process takes place north of the Public Works building. The staff had initially estimated that Swallow could salvage up to 80% of the bricks. The actual salvage rate has been approximately 40%.

The dump contamination standards issue has left the Village vulnerable to additional dumping charges due to the tightened contamination standards at the available dump sites. Current dump rejections and existing LUST site locations indicate that First Street poses the highest risk for dump rejections. The proposed construction on First Street consisted of replacing a 12-inch water main that was the youngest and had the least number of line breaks of all the water main in the project. To off-set the potential cost increase of the dump rejections, the staff has directed the contractor to not replace the water main on First Street. The older, more critical water mains on Garfield and Park Avenue will still be replaced. A copy of the Garfield Road Change Order Summary is attached.

2010 Resurfacing Program

Central Blacktop began the resurfacing and sewer lining project on 06/28/10. The project was temporarily delayed by the operating engineers' and laborers' strike. As of 09/09/10, Central Blacktop has completed all resurfacing except for side entrances off of South County Line Road and Princeton, and in Katherine Legge Memorial Park. The remaining resurfacing will be completed by 09/17/10. Resurfacing of S. Monroe Street from Ninth to 55th will be completed by Joel Kennedy Construction.

Gerardi Sewer and Water Company has been awarded the bid for water main improvements on Mills Street. A preconstruction meeting was conducted on 09/08/10. Construction will begin the week of 09/20/10 and is anticipated to be complete by 10/15/10.

50/50 Sidewalk Program

D'Land Construction has completed the 50/50 Sidewalk Program. A total of 11,800 square feet of sidewalk and 27 handicapped ramps were improved throughout the Village.

| | |
|---------------------|-------------|
| Budgeted Amount: | \$77,246.00 |
| Awarded Bid: | \$61,837.80 |
| Constructed Amount: | \$57,826.69 |

Clarendon Hills Sewer Improvements Project

Flagg Creek Water Reclamation District (FCWRD) is constructing sewers and a lift station in Clarendon Hills to better manage excess storm water flow from their combined sewer system. The Village of Hinsdale portion of the project included directional drilling of a 24" force main through the southwest portion of the Village of Hinsdale. The final route of the force main was Fourth Street from Illinois Route 83 to Adams, Adams Street from Fourth to Ninth, Ninth Street from Adams to Monroe, and Monroe Street from Ninth to 55th.

Construction of the force main began on 04/26/10. Joel Kennedy Construction Company is finishing the project by connecting the 24" force main on South Monroe Street to the FCWRD interceptor sewer on 55th Street during the week of 09/10/10. They anticipate re-surfacing the block of S. Monroe between 9th and 55th Street as soon as possible after the connection is complete.

Chestnut Street Sewer Separation Project

Clark Dietz, Inc. has completed the design for the Chestnut Street Sewer Separation Project. We have received an IEPA water main permit and are awaiting the sanitary sewer permit. The Village has applied for a State Revolving Loan for this project.

State and Federal Funding Opportunities

A summary of the Grant Funds Awarded to or Applied for by the Village of Hinsdale is attached. On August 13, 2010, staff applied for Surface Transportation Program (STP) funds to support the following projects:

- Oak Street Bridge (FAU Route 2999)
- Hinsdale Avenue from IL Rte 83 to Madison Street (FAU Route 1488)
- Chicago Avenue from Garfield to County Line Road (FAU Route 1488)
- York Road/Garfield Street from Ogden to Chicago Ave. (FAU Route 2678)

The STP Task Force of the DuPage Mayors & Managers Conference will present their recommendations on October 28, 2010.

Cc: President and Board of Trustees
Dave Cook

Veeck Park Wet Weather Facility
Hinsdale, Illinois

| Date | Bar Screen Channel Down Stream (feet) | Overflow Height Above Weir (feet) | Storage Tank Elevation (feet) | Precipitation (inches) |
|----------|--|--|--|---------------------------|
| 07/01/10 | 0.02 | | 2.35 | |
| 07/02/10 | 0.02 | | 2.75 | |
| 07/03/10 | 0.00 | | 0.00 | |
| 07/04/10 | 0.00 | | 0.00 | |
| 07/05/10 | 0.00 | | 0.00 | |
| 07/06/10 | 0.01 | | 2.77 | |
| 07/07/10 | 0.00 | | 2.00 | 1.0 |
| 07/08/10 | 0.02 | | 2.08 | |
| 07/09/10 | 0.05 | | 2.12 | |
| 07/10/10 | 0.04 | | 2.26 | |
| 07/11/10 | 0.02 | | 2.39 | 0.59 |
| 07/12/10 | 0.00 | | 2.53 | |
| 07/13/10 | 0.00 | | 2.66 | |
| 07/14/10 | 0.00 | | 2.71 | |
| 07/15/10 | 0.00 | | 2.75 | |
| 07/16/10 | 0.03 | | 2.86 | |
| 07/17/10 | 0.00 | | 0.00 | |
| 07/18/10 | 0.00 | | 3.32 | |
| 07/19/10 | 0.00 | | 3.35 | |
| 07/20/10 | 0.02 | | 2.09 | |
| 07/21/10 | 0.00 | | 2.75 | |
| 07/22/10 | 0.00 | | 1.99 | |
| 07/23/10 | 0.83 | | 4.74 | |
| 07/24/10 | 9.06 | 1.06 | 26.00 | 6.1 |
| 07/25/10 | 0.47 | | 18.41 | |
| 07/26/10 | 0.23 | | 3.22 | 0.10 |
| 07/27/10 | 0.21 | | 2.75 | |
| 07/28/10 | 0.14 | | 2.00 | |
| 07/29/10 | 0.13 | | 2.71 | |
| 07/30/10 | 0.13 | | 2.00 | |
| 07/31/10 | 1.23 | | 17.13 | 1.0 |

Veeck Park Wet Weather Facility
Hinsdale, Illinois

| Date | Bar Screen Channel Down Stream (feet) | Overflow Height Above Weir (feet) | Storage Tank Elevation (feet) | Precipitation (inches) |
|----------|--|--|--|---------------------------|
| 08/01/10 | 0.00 | | 0.00 | |
| 08/02/10 | 0.12 | | 3.34 | |
| 08/03/10 | 8.92 | 0.92 | 26.00 | 2.55 |
| 08/04/10 | 8.52 | 0.52 | 26.00 | 0.75 |
| 08/05/10 | 0.27 | | 17.00 | 0.14 |
| 08/06/10 | 0.17 | | 4.22 | |
| 08/07/10 | 0.00 | | 0.00 | |
| 08/08/10 | 0.00 | | 0.00 | |
| 08/09/10 | 0.00 | | 0.00 | |
| 08/10/10 | 0.00 | | 0.00 | |
| 08/11/10 | 0.14 | | 3.45 | |
| 08/12/10 | 0.14 | | 2.59 | |
| 08/13/10 | 0.16 | | 2.34 | |
| 08/14/10 | 0.12 | | 3.85 | 0.60 |
| 08/15/10 | 0.14 | | 3.84 | |
| 08/16/10 | 0.00 | | 0.00 | |
| 08/17/10 | 0.00 | | 0.00 | |
| 08/18/10 | 0.16 | | 2.11 | 0.10 |
| 08/19/10 | 0.13 | | 2.10 | |
| 08/20/10 | 0.15 | | 2.57 | |
| 08/21/10 | 0.02 | | 2.69 | |
| 08/22/10 | 0.02 | | 2.81 | |
| 08/23/10 | 0.03 | | 2.06 | |
| 08/24/10 | 0.03 | | 2.79 | |
| 08/25/10 | 0.00 | | 3.22 | |
| 08/26/10 | 0.02 | | 3.51 | |
| 08/27/10 | 0.02 | | 2.00 | |
| 08/28/10 | 0.02 | | 2.10 | |
| 08/29/10 | 0.02 | | 2.52 | |
| 08/30/10 | 0.02 | | 2.74 | |
| 08/31/10 | 0.07 | | 2.14 | |

Change Order Summary-Garfield Street Project

| Change Order No. | Date | Pay Item | Description and Reason for Change | Status | Prior Approval (District 1) or Estimated Cost | | IDOT Springfield Approval/ or Approved Cost | | Change Order No. | IDOT Approval Date | Sent to DMIMC |
|------------------|-----------|---|--|----------|--|----------------|--|-----------|------------------|--------------------|---------------|
| | | | | | Addition | Deduction | Addition | Deduction | | | |
| 1 | 5/5/2010 | Conflict Manhole | This is adding an additional conflict manhole (\$7500) to the contract to avoid a utility conflict. This item is 100% federally funded and will be no additional cost to the Village of Hinsdale. | Approved | | | \$ 7,500.00 | | 1 | 5/10/2010 | 5/21/2010 |
| 2 | 5/13/2010 | Drain Connections | Additional footage to connect existing drains to new storm sewer. 100% Federal Participation. | Approved | \$ 9,750.00 | | | | 2 | 5/15/2010 | 5/21/2010 |
| 3 | 5/13/2010 | Curb and Gutter Replacement | Due to the poor condition of the existing curb and gutter on Garfield St., we have decided to replace all of the curb and gutter from 55th St. to 1st St. 100% Federal Participation | Approved | \$ 58,740.00 | | | | 3 | 5/17/2010 | 5/21/2010 |
| 4 | 5/17/2010 | Leveling Binder | Due to the condition of the existing brick sub-base on Garfield St., we have decided to add some additional leveling binder from 55th St. to 1st St. 100% Federal Participation | Approved | \$ 43,800.00 | | | | 4 | 5/24/2010 | 5/21/2010 |
| 5 | 5/25/2010 | Trench Backfill | Additional trench backfill will be required due to plan error. We are done with mainline storm sewer and have not yet completed storm laterals and we are already over plan quantity. 100% Federal Participation | Approved | \$ 32,000.00 | | | | 5 | 6/14/2010 | 5/25/2010 |
| 7 | 5/25/2010 | Brick Paver Rem. And Repl. And PCC Driveway Pavement 6" Special | Additional quantities are requested for driveway restoration with the additional curb & gutter removal & replacement. 100% Federal Participation | Pending | \$ 6,986.00 | | | | 7 | | 5/25/2010 |
| 8 | 6/16/2010 | 8" Valve and 4' Valve Vault | Due to a frozen existing valve, a new valve and vault was needed to connect the existing watermain to the new watermain. | Pending | \$ 2,700.00 | | | | 8 | | |
| 9 | 6/18/2010 | Disposal of Soils Rejected from Dump Sites | Vulcan Materials, 0 ppm acceptance tolerance, has refused to accept further material from our project. Reliable Materials, 5 ppm acceptance tolerance, has agreed to accept our material. Estimated additional dumping costs anticipates the cost of dumping the 25 currently rejected loads, and that 50 out of 300 future dump loads are classified as contaminated. | Pending | \$ 39,000.00 | | | | 9 | | |
| 10 | 7/30/2010 | Cast-in-Place Pipe 24" | Actual measurements varied from plan quantities | Pending | \$ 4,323.00 | | | | 10 | | |
| 11 | 7/30/2010 | Cast-in-Place Pipe 12" | Actual measurements varied from plan quantities | Pending | \$ 217.50 | | | | 11 | | |
| 12 | 8/24/2010 | Water Main | Keep existing, structurally-sound water main to avoid further rejections at the local dumps and offset existing dumping costs. | Pending | | \$ (77,490.00) | | | 12 | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
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| | |
|--------------------------|----------------|
| Federally Funded Changes | \$ 158,776.00 |
| Net Village Issues | \$ (31,249.50) |

Village of Hinsdale
Grant Funds Awarded in 2009 & 2010

| Source | Program | Purpose | Funds Available | Amount |
|-----------------------------------|-------------------------------------|------------------------------------|-------------------------|---------------------|
| Illinois Commerce Commission | Crossing Safety Improvement Program | Oak Street Bridge - 60% Funding | 2015 Capital Budget | \$10,200,000 |
| Senator Dillard | State Capital Bill | Oak Street Bridge | Upon issuance of bonds | \$825,000 |
| West Suburban Mass Transit | Car Sale Proceeds | Oak Street Bridge Eng/Construction | 50/50 Reimbursement | \$395,000 |
| Illinois Dept of Transportation | Federal Highway Bridge Program | Oak Street Bridge Phase I | July 2010 - 80/20 | \$680,000 |
| DuPage Mayors & Managers | Federal Stimulus | S. Garfield Reconstruction | Paid Through IDOT | \$1,632,000 |
| Senator Dillard & Rep Bellock | Emergency Repair Program | Street resurfacing | Upon Project Completion | \$300,000 |
| Representative Bellock | State Capital Bill | N. Washington Reconstruction | Upon issuance of bonds | \$340,000 |
| New Local Transportation Projects | State Capital Bill | Road Improvements | Upon issuance of bonds | \$394,443 |
| Lyons Township | Bond Proceeds | KLM Park Pavillion | Upon Project Completion | \$150,000 |
| Total | | | | <u>\$14,916,443</u> |

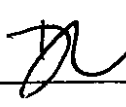
Village of Hinsdale
Grant Funds Applied For

| Source | Program | Purpose | Status | Amount |
|--------------------------|------------------------------|------------------------------------|-----------------------------|---------------------|
| IEPA | ARRA/State Revolving Loan | Garfield Sewer Separation | IEPA to award in 2010/11 | \$985,000 |
| IEPA | ARRA/State Revolving Loan | Chestnut Sewer Separation | IEPA to award in 2010/11 | \$5,140,760 |
| Congresswoman Biggett | Federal Transit Bill | Oak Street Bridge Feasibility | In Transportation Committee | \$890,000 |
| IDOT | Federal Highway Bridge Grant | Oake Street Bridge Phases II & III | Applying through IDOT | \$4,895,000 |
| DuPage Mayors & Managers | STP Program | Oak Street Bridge Construction | Fall 2010 Award | \$3,830,000 |
| DuPage Mayors & Managers | STP Program | Hinsdale Ave. (Rt. 83 to Madison) | Fall 2010 Award | \$1,430,644 |
| DuPage Mayors & Managers | STP Program | Chicago Ave. (Garfield to Oak) | Fall 2010 Award | \$1,098,461 |
| DuPage Mayors & Managers | STP Program | York/Garfield (Ogden to Chicago) | Fall 2010 Award | \$3,473,699 |
| Congresswoman Biggett* | EPA | Woodlands Green Drainage Program | 2011 Federal budget | \$11,250,000 |
| Total | | | | <u>\$32,993,564</u> |

Note: * Maximum Amount Requested, If Awarded Grant Amount Could Be Reduced

DATE: September 13, 2010

REQUEST FOR BOARD ACTION

| | | | | |
|--|-----------------|--|-----------------|---|
| AGENDA | | ORIGINATING Community | | |
| SECTION NUMBER EPS Consent Agenda | | DEPARTMENT Development | | |
| ITEM To Approve A Commuter Facility Improvement Grant Agreement Between the Commuter Rail Division of the Regional Transportation Authority and the Village of Hinsdale. | | APPROVAL Daniel M. Deeter Village Engineer | | |
| <p>The West Suburban Mass Transit District has approved a \$395,000.00 grant to the Village of Hinsdale for the preliminary engineering of the Oak Street Bridge. The agreement to award this grant is attached as the "Commuter Facility Improvement Grant Agreement, Part 1 between with the Commuter Rail Division of the Regional Transportation Authority and the Village of Hinsdale."</p> | | | | |
| <p>Motion: To Approve the Commuter Facility Improvement Grant Agreement, Part 1 Between the Commuter Rail Division of the Regional Transportation Authority and the Village of Hinsdale in the Amount of \$395,000.</p> | | | | |
| APPROVAL | APPROVAL | APPROVAL | APPROVAL | MANAGER'S APPROVAL  |
| COMMITTEE ACTION: | | | | |
| BOARD ACTION: | | | | |

COMMUTER FACILITY IMPROVEMENT GRANT AGREEMENT

PART I

Between

**THE COMMUTER RAIL DIVISION OF THE
REGIONAL TRANSPORTATION AUTHORITY**

and

VILLAGE OF HINSDALE

CONTRACT NO. _____

PROJECT NO. _____

This Agreement is made by and between the Commuter Rail Division of the Regional Transportation Authority, a division of an Illinois municipal corporation ("**CRD**"), created under the Regional Transportation Authority Act, 70 ILCS 3615/1.01 et seq., and the Village of Hinsdale, a municipal corporation created under the laws of Illinois ("**Municipality**").

PRELIMINARY STATEMENT

The Municipality desires to undertake a public transportation capital project ("**Project**") and has made letter application to the CRD for a grant for the Project.

The Project has been approved for funding by the CRD Board of Directors.

In consideration of the mutual covenants hereinafter set forth, this Agreement is made to provide financial assistance to the Municipality in the form of a capital grant ("**Grant**"), to set forth the terms and conditions upon which the Grant will be made, and to set forth the agreement of the Parties as to the manner in which the Project will be undertaken, completed and used.

ITEM 1. DEFINITIONS

As used in this Commuter Facility Improvement Grant Agreement, the following terms, when capitalized, shall have the following meanings:

Agreement -- Parts I and II of this Commuter Facility Improvement Grant Agreement and all exhibits and appendices hereto as from time to time modified or amended pursuant to the terms hereof.

Approved Project Budget -- As defined in Section 8 of Part II.

BNSF-- Burlington Northern and Santa Fe Railway Company, a Delaware corporation.

Commuter Service -- Public Transportation Services by rail within the Metropolitan Region as defined in the Regional Transportation Authority Act.

CRD B The Commuter Rail Division of the Regional Transportation Authority as established by amendments to the Regional Transportation Authority Act, November 9, 1983.

Eligible Costs -- Expenditures made by Municipality in carrying out the Project which are reimbursable under the terms of Section 10 of Part II.

Grant-- Capital grant funded, in part, by CRD for the Project.

Grant Close-Out-- As defined in Section 17 of Part II.

Indemnitees-- The Commuter Rail Division of the Regional Transportation Authority (Metra), the Regional Transportation Authority (RTA), Northeast Illinois Regional Commuter Railroad Corporation (NIRCRC), BNSF and any federal and/or state agency providing grant funds to this project, and all of their respective directors, administrators, officers, employees, agents, successors, and assigns.

Metropolitan Region -- As defined in the Illinois RTA Act.

Municipality -- An Illinois municipal corporation as named in Part I.

NIRCRC-- The Northeast Illinois Regional Commuter Rail Corporation (d/b/a "Metra")

Net Project Cost -- The sum of the Eligible Costs (as set forth in Section 10 of Part II) incurred in performance of the Work on the Project, including Work done by Municipality, less refunds, rebates, or other items of value received by Municipality which have the effect of reducing the cost actually incurred, and proceeds, if any, from the sale of scrap and replaced facilities.

Plans -- As defined in Section 3 of Part II.

Premises -- Property owned or controlled by the Municipality upon which the Project Facilities shall be constructed and maintained.

Project Account -- As defined in Section 9 of Part II.

Project Facilities -- Any facilities, equipment, or real property purchased, acquired, constructed, improved, renovated or refurbished as part of the Project. Project Facilities are also referred to as Improvements.

Project Funds -- An amount not to exceed the sum set forth in Item 3 of Part I.

RTA -- The Regional Transportation Authority.

Total Project Cost -- The total of all line items shown in Exhibit B of Part II.

Use Term -- As defined in Section 28 of Part II.

Work -- The work to be performed under this Project as described in Item 2, Part I hereof and delineated on the drawing attached to and made a part of this Agreement as Exhibit "A".

WSMTD -- West Suburban Mass Transit District

ITEM 2. THE PROJECT

The Municipality agrees to undertake and complete the Project and to provide for the use of Project Facilities and equipment as described in the Approved Project Budget and in accordance with this Agreement and all applicable laws. The Project, which is to be more particularly described in the plans, specifications and schedules set forth in Part II generally includes, but is not limited to:

In 2009, the BNSF relinquished control of the Oak Street Bridge in the vicinity of the BNSF/Metra Highlands Station located ¼ mile west of the intersection of County Line Road and 47th Street, Hinsdale, IL to the Municipality. The Municipality desires to contract for the preliminary engineering (“**Plans**”) to replace the Oak Street Bridge (“**Project**”) in accordance with “Exhibit B, Approved Project Budget,” attached to and made a part of this Agreement. The new facilities will meet the requirements of the Americans with Disabilities Act (ADA).

ITEM 3. AMOUNT OF GRANT

CRD agrees to make a WSMTD Grant to the Municipality in an amount not to exceed Three Hundred Ninety Five Thousand Dollars (\$395,000) to cover the cost of the Project, which includes the required local matching funds. Said grant funds shall not be obligated nor spent before receipt from CRD of an Exhibit B, Approved Project Budget, and execution of this Agreement by CRD’s Executive Director, reflecting that the authorization of these funds has been received.

In no event, shall CRD be liable for the payment of grant funds that have not been authorized by and received from the federal government. The total amount provided by the CRD under this Agreement shall not exceed the actual Net Project Cost. CRD is not liable for any amount in excess of the amount of the Grant.

The Municipality agrees that it will provide, or cause to be provided, the cost of project elements which are not approved for CRD participation as shown in Exhibit B, Approved Project Budget. All or part of this local share to be contributed by the Municipality may, with the express written prior approval of the CRD, be provided by the Municipality in the form of contributions of professional, technical, or other services.

ITEM 4. DOCUMENTS FORMING THIS AGREEMENT

The Parties agree that this Agreement with all of its Parts and Exhibits constitutes the entire Agreement between the Parties hereto, that there are no agreements or understandings, implied or expressed, except as specifically set forth in the Agreement and that all prior arrangements and understandings in this connection are merged into and contained in this Agreement. This Agreement may only be amended in writing, signed by both parties. The Parties hereto further agree that this Agreement consists of Part I, entitled "Commuter Facility Improvement Grant Agreement", together with Part II, entitled "Commuter Facility Improvement Grant Agreement -- General Terms and Conditions", Exhibit A, entitled “Work to be Performed under this Agreement”, Exhibit B, entitled

"Approved Project Budget", and Exhibit C entitled "Project Sign" all of which are by this reference specifically incorporated herein.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be made effective and executed as of the _____ day of _____, 2010, by their respective duly authorized officials.

THE COMMUTER RAIL DIVISION OF
THE REGIONAL TRANSPORTATION
AUTHORITY:

VILLAGE OF HINSDALE:

By: _____
Name: _____
Title: Acting Executive Director

By: _____
Name: _____
Title: President

Attest: _____
Name: _____
Title: Assistant Secretary

Attest: _____
Name: _____
Title: Village Clerk

STATE OF ILLINOIS)
)
COUNTY OF _____)

Before me, _____, a Notary Public within and for the State and County aforesaid, personally appeared _____ and _____, with whom I am personally acquainted and who, upon their oaths acknowledged themselves to be the Village President and Clerk of the Village of Hinsdale, an Illinois municipal corporation, and that they as such President and Clerk, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing and attesting the same. Witness my hand and official seal at _____ on the _____ day of _____, 20____.

Notary Public

STATE OF ILLINOIS)
COUNTY OF COOK)

Before me, _____, a Notary Public within and for the State and County aforesaid, personally appeared _____ and _____, with whom I am personally acquainted and who, upon their several oaths acknowledged themselves to be the Acting Executive Director and Assistant Secretary respectively of the Commuter Rail Division, and that they as such Executive Director and Assistant Secretary being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing and attesting the same. Witness my hand and official seal at Chicago, Illinois on the _____ day of _____, 20____.

Notary Public

CERTIFICATE OF MUNICIPALITY'S ATTORNEY

I, _____, acting as Attorney for the Municipality, do hereby certify that I have examined this Agreement and the proceedings taken by the Municipality relating thereto, and that the execution of the Agreement by the Municipality has been duly authorized by the Municipality's action dated _____ (certified copy of which is attached), and that the execution of this Agreement is in all respects due and proper and in accordance with applicable Federal, State, and local laws, grant conditions and regulations pertaining to this Agreement and further that, in my opinion, said Agreement constitutes a legal and binding obligation of the Municipality in accordance with the terms thereof. I further certify that to the best of my knowledge there is no legislation or litigation pending or threatened which might affect the performance of the Project in accordance with the terms of this Agreement.

Dated this _____ day of _____, 20__

Signature

Title

Village of Hinsdale, Municipality - Grantee

COMMUTER FACILITY IMPROVEMENT GRANT AGREEMENT

PART II

GENERAL TERMS AND CONDITIONS

Between

**THE COMMUTER RAIL DIVISION OF THE
REGIONAL TRANSPORTATION AUTHORITY**

and

VILLAGE OF HINSDALE

CONTRACT NO. _____

PROJECT NO. _____

1. **DEFINITIONS.** The terms capitalized in Part II Commuter Improvement Agreement General Terms and Conditions shall have the same definitions as found in Part I, Item 1.

2. **GENERAL REQUIREMENTS.** Municipality shall commence, carry on, and complete the Project with all practicable dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions of this Agreement.

3. **SUBMISSION OF PROCEEDINGS, CONTRACTS AND OTHER DOCUMENTS.** Municipality and CRD hereby agree that the documents governing the Work shall be the designs, surveys, plans, estimates, working drawings, schedules and specifications hereinafter called "Plans". Municipality shall submit all requests for proposals, bid documents, contracts and Plans necessary for the completion of the Work to CRD for approval. After CRD approval is received, no change shall be made in such documents without the prior written consent of CRD.

4. **CHANGED CONDITIONS AFFECTING PERFORMANCE.** Municipality shall immediately notify CRD of any change in conditions or local law, or of any other event, which may significantly affect its ability to perform or complete the Project in accordance with the provisions of this Agreement.

5. **NO OBLIGATIONS TO THIRD PARTIES.** Neither CRD nor any state or federal funding agency shall be subject to any obligations or liabilities of contractors of the Municipality or their subcontractors or any other person not a party to this Agreement without CRD's specific consent. This limitation shall apply despite the fact that CRD concurred in or approved of the award of any contract, subcontract or the solicitation thereof. Unless expressly authorized in writing by CRD, the Municipality agrees to refrain from executing any transfer of title, lease, lien, pledge, mortgage, encumbrance, contract, grant anticipation note, alienation, or other obligation that in any way would affect CRD's interest in any Project Facilities or obligating itself in any manner to any third party with respect to Project Facilities

6. **PURSUANT TO FEDERAL, STATE, AND LOCAL LAW.**

(a) In the performance of its obligations pursuant to this Agreement, the Municipality and its contractors shall comply with all applicable provisions of federal, state and local law, including the applicable grant provisions of any Master Grant Agreement signed between CRD and a state or federal funding agency. All limits and standards set forth in this Agreement that are to be observed in the performance of the Project are minimum requirements and shall not affect the application of more restrictive standards. Specifically, if funding is provided, in whole or in part, by the Illinois Department of Transportation (AIDOT@), this Agreement is a Cooperative Agreement as defined in the IDOT Public Transportation Capital Improvement Grant Manual, dated September, 1982, and is subject to IDOT review and concurrence procedures applicable to such agreements, including the applicability of third-party contract requirements to subcontractors of Municipality and CRD.

(b) The Municipality agrees that the most recent of such state and federal requirements will govern the administration of this Agreement at any particular time, except if there is sufficient

evidence in the Agreement of a contrary intent. Such contrary intent shall be evidenced by a letter signed by CRD, the language of which modifies or otherwise conditions the text of a particular provision of this Agreement. Likewise, new state and federal laws, regulations, policies and administrative practices may be established after the date the Agreement has been executed and may apply to this Agreement. To achieve compliance with changing government requirements, the Municipality agrees to include in all third party contracts financed with government assistance specific notice that government requirements may change and the changed requirements will apply to the Project as required. Specifically, the Municipality and its contractors agree to administer the Project in accordance with the most recent federal and state provisions, including all applicable OMB or USDOT Circulars and regulations.

7. **PERMITS.** Municipality shall obtain all necessary permits, licenses, consents and other approvals for the performance of the Work.

8. **APPROVED PROJECT BUDGET.** A budget shall be prepared by CRD and submitted to Municipality. Municipality shall carry out the Project and shall incur obligations against and make disbursements of Project Funds only in conformity with the latest Approved Project Budget shown in Exhibit B ("**Project Budget**"). The Project Budget may be revised in writing from time to time in accordance with guidelines established by CRD.

9. **PROJECT ACCOUNTS.**

(a) Municipality shall establish and maintain as a separate set of accounts, or as an integral part of its current accounting scheme, accounts for the Project ("**Project Account**").

(b) Municipality shall appropriately record in the Project Account and deposit in a bank or trust company, which is a member of the Federal Deposit Insurance Corporation, all grant payment installments received by it from CRD pursuant to this Agreement and all other funds provided for, accruing to, or otherwise received on account of the Project. CRD payments and other funds are herein collectively referred to as "Project Funds".

10. **ELIGIBLE COSTS.**

(a) Expenditures incurred by Municipality shall be reimbursable under the Project as Eligible Costs to the extent they meet all of the requirements set forth below. They must:

1. Be made in conformance with the final Project Budget and all other provisions of this Agreement;
2. Be necessary in order to accomplish the Project;
3. Be reasonable in amount for the goods or services purchased;

4. Be actual net costs to Municipality (i.e., the price paid minus any refunds, rebates, or other items of value received by Municipality which have the effect of reducing the cost actually incurred). Local fees which would normally be applicable to the Work shall be waived by Municipality and shall not be considered Eligible Costs hereunder;

5. Be incurred (and be for work performed) after the date of this Agreement, unless specific written authorization from the CRD to the contrary is received;

6. Be satisfactorily documented; and

7. Be treated uniformly and consistently under accounting principles and procedures approved or prescribed by the CRD for Municipality and those approved or prescribed by Municipality for its contractors.

(b) Expenditures incurred by the Municipality which exceed the amount budgeted for a specific project line item (i.e., project element, job order or item) may be reimbursable as Eligible Costs at the time of completion of the project line item to the extent that those expenditures meet all of the requirements below:

1. Written justification to CRD is provided to explain the reason for the over expenditure and why that over expenditure was not anticipated prior to exceeding the budget for the project line item;

2. There are sufficient unspent funds in the Project Budget which may be reallocated to the budget of the project line item;

3. The funds remaining in the Project Budget after reallocation of the funds to the budget of the project line item are sufficient to provide for the uncompleted portions of all project line items;

4. The Total Project Cost for the CRD Grant shall not be exceeded.

5. The expenditures conform with the applicable state and/or federal grant requirements.

(c) In the event that it may be impractical to determine exact costs of indirect or service functions, Eligible Costs will include such allowances for these costs as may be approved in writing by the CRD.

11. **REQUESTS FOR PAYMENT BY MUNICIPALITY.** Unless CRD provides for another payment method, Municipality may make monthly requests for payment of preliminary Eligible Costs, and the CRD will honor such requests in the manner set forth in this Section. In order to receive CRD Grant payments, Municipality must:

- (a) Completely execute and submit to CRD a monthly requisition approved by CRD;
- (b) Submit to CRD an explanation of the purposes and copies of invoices for which costs have been incurred to date;
- (c) Have submitted all financial and progress reports currently required by CRD; and
- (d) Have received approval by CRD for all budget revisions required to cover all costs to be incurred by the end of the requisition period.

12. **PAYMENT BY THE CRD.** Upon receipt of the completed requisition form and the accompanying information in satisfactory form, the CRD shall process the requisition and the CRD shall then reimburse preliminary Eligible Costs incurred by Municipality within 60 days of the date upon which such payment requisition form was timely received by it, if Municipality is in compliance with its obligations pursuant to the Agreement. If all obligations have been met, CRD shall reimburse apparent allowable costs incurred by Municipality up to the maximum amount of the CRD Grant payable. Municipality shall submit invoices for actual costs incurred within each month within 45 days after submission of each month's preliminary Eligible Costs, and succeeding payments by CRD shall be adjusted to actual costs. Reimbursement of any cost pursuant to this Section shall not constitute a final determination by the CRD of the allowability of such cost and shall not constitute a waiver of any violation of the terms of this Agreement committed by Municipality. The CRD will make a final determination as to the allowability only after a final audit of the Project has been conducted.

13. **DOCUMENTATION OF PROJECT COSTS.** All costs charged to the Project, including any approved services contributed by Municipality or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and property of the charges.

14. **AUDIT AND INSPECTION.** Municipality shall permit, and shall require its contractors to permit, CRD, RTA, or any other state or federal agency providing grant funds, or their designated agents, authorized to perform such audit and inspection, to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts of Municipality and its contractors with regard to the Project. CRD also may require the Municipality to furnish, at any time prior to close-out of the Project, audit reports prepared according to generally accepted accounting principles at Municipality's expense. Municipality agrees to promptly comply with recommendations contained in CRD's final audit report.

15. **DISALLOWED COSTS.** In determining the amount of the CRD Grant, CRD will exclude all Project costs incurred by Municipality prior to the date of this Agreement, or another date specifically authorized by CRD; costs incurred by Municipality which are not provided for in the Project Budget except as otherwise provided under Section 10(b); and costs attributable to goods or services received under a contract or other arrangement which has not been concurred in or approved in writing by the CRD.

16. **RIGHT OF CRD TO TERMINATE.** Upon written notice to Municipality, CRD reserves the right to suspend or terminate all or part of the financial assistance herein provided for convenience of either party or if Municipality is, or has been, in violation of the terms of this Agreement. Any failure to make progress which significantly endangers substantial performance of the Project within a reasonable time shall be deemed to be a violation of the terms of this Agreement. Termination of any part of the Grant will not invalidate obligations properly incurred by Municipality and concurred in by CRD prior to the date of termination, to the extent they are noncancellable. The acceptance of a remittance by CRD of any or all Project Funds previously received by Municipality or the closing out of CRD financial participation in the Project shall not constitute a waiver of any claim which CRD may otherwise have arising out of this Agreement. In the event of termination of this Agreement during the construction phase for reasons other than violation of the terms hereof by Municipality, CRD shall determine the most appropriate course of action to be taken with respect to the Project.

17. **PROJECT SETTLEMENT AND CLOSE-OUT.** Upon receipt of notice of successful completion of the Project or upon termination by CRD, Municipality shall cause a final audit to be performed of the Project to determine the allowability of costs incurred and make settlement of the CRD Grant. If CRD has made payments to Municipality in excess of the Total Project Cost of such CRD Grant or if CRD has advanced funds pursuant to requisitions under Section 12 which exceed the Net Project Cost, Municipality shall promptly remit such excess funds to CRD. Project close-out occurs when CRD notifies Municipality and forwards the final grant payment or when an appropriate refund of CRD Grant funds has been received from Municipality and acknowledged by CRD. Grant funds which have not been dispersed to the Municipality will automatically revert to CRD upon completion of the Project.

Close-out shall be subject to any continuing obligations imposed on Municipality by this agreement or contained in the final notification or acknowledgment from CRD.

18. **CONTRACTS AND PROJECT MANAGEMENT.** Municipality shall execute all contracts and perform all project management activities in accordance with the terms of this Agreement and Municipality's Grant application.

19. **COMPETITIVE BIDDING.** Municipality agrees to give full opportunity for free, open, and competitive bidding in accordance with federal and state statutes, as applicable, and the Municipality's established rules, regulations and ordinances for each contract to be let by Municipality that requires constructing or furnishing of any materials, supplies, or equipment to be paid for with Project Funds and Municipality shall give such publicity in its advertisements or calls for bids for each contract as will provide adequate competition. The award for each such contract shall be made by Municipality as soon as practicable to the lowest responsive and qualified bidder or as otherwise specifically approved by CRD. Contracts for the purchase of land, real estate, transit property, or other real or personal property not normally acquired through competitive bidding are specifically excluded from the requirements of this Section, except that contracts for professional and consulting services shall be awarded only after competitive solicitation of proposals.

20. **SETTLEMENT OF THIRD PARTY CONTRACT DISPUTES OR BREACHES.** CRD has a vested interest in the settlement of disputes, defaults, or breaches involving any CRD-assisted third party contracts. CRD retains a right to a proportionate share, based on the percentage of the CRD share committed to the Project, of any proceeds derived from any third party recovery. Therefore, Municipality shall avail itself of all legal rights available under any third party contract. Municipality shall notify CRD of any current or prospective litigation pertaining to any compromise or settlement of the Municipality's claim(s) involving any third party contract, before making CRD assistance available to support that settlement. If the third party contract contains a liquidated damages provision, any liquidated damages recovered shall be credited to the project account involved unless CRD permits otherwise.

21. **ASSIGNMENT OF CONTRACT - SUBCONTRACTORS.** The Municipality agrees that no contract for construction work or professional or consulting services of any kind in connection with the Project shall be assigned, transferred, conveyed, sublet, or otherwise disposed of without the prior written consent of CRD.

22. **CONSTRUCTION PROJECTS - SIGNS.** When a Project involves construction work, the Municipality shall cause to be erected and maintained at the construction site, signs satisfactory to CRD during construction and in accordance with the specifications set forth on Exhibit "C" attached to and made a part of this Agreement, identifying the Project and indicating that CRD is participating in the development of the Project.

23. **LABOR LAW COMPLIANCE.** Municipality agrees to comply with all applicable federal laws, state laws and regulations including, but not limited to, such laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees. Municipality also agrees to require any contractor doing construction work or performing professional or consulting service in connection with the Project to agree to adhere to the requirements of this Section. Municipality agrees to pay its employees, if any, all rightful salaries, medical benefits, pensions and social security benefits pursuant to applicable labor agreements and federal and state statutes, and Municipality further agrees to make all required withholdings and deposits therefor. In addition, Municipality agrees to require all contractors and subcontractors for this project to pay their employees all their rightful salaries, medical benefits, pensions and social security benefits pursuant to applicable labor agreements and federal and state statutes and to further require withholdings and deposits therefor. Such requirements shall be included by the Municipality in all its contracts and agreements with contractors and subcontractors for this Project. CRD reserves the right to withhold final payment for this Project in the event that it is notified that the Municipality or any contractor and subcontractor has refused to pay any employee his/her salary, medical benefits, pension or social security benefits or to make the required withholdings and deposits therefor, until such time as the CRD is satisfied that the Municipality, its contractors and subcontractors have made all such payments, withholdings, or deposits. Upon request, Municipality shall provide CRD, and cause any or all of its contractors and subcontractors to provide CRD, access to all books and records pertaining to payments, withholdings, or deposits of the Municipality or the

Municipality's contractors or subcontractors relating to employees' salaries, medical benefits, and pension or social security benefits. Any such inspection by the CRD shall occur on regular business days and during normal working hours.

24. **PREMISES.** The Municipality agrees that the Premises for which the Plans are being prepared is owned by the Municipality and will be provided for the Project at no cost to the CRD.

25. **EQUAL EMPLOYMENT OPPORTUNITY.** Municipality shall comply with 775 ILCS 5/2-101 et seq.

26. **ACCEPTANCE OF PROJECT FACILITIES.** Upon completion of the Work, Municipality and CRD shall conduct a joint inspection of the Project Facilities.

27. **MAINTENANCE, USE AND OPERATION OF PROJECT FACILITIES.** Municipality shall maintain the Project Facilities, or cause them to be maintained, in a safe and operable condition throughout the term of this Agreement in accordance with the standards the Municipality uses for its other municipal facilities.

28. **CONTINUANCE OF SERVICES.** Municipality agrees that the Premises is and shall continue to be improved with a Bridge supporting the grade separation for pedestrians and emergency vehicles at the BNSF/Metra Highlands Station. Municipality agrees to provide, either directly or by contract, as the case may be, the administrative and maintenance services for the Premises for 40 years ("Use Term").

29. **RETENTION OF RECORDS AND INSPECTION.** Municipality shall keep satisfactory records with regard to the use of the Project Facilities for three years after project close-out, or longer if required by state or federal agencies providing grant funds. Specifically, if state funds are used, Municipality shall fully comply with the Five Year Record Retention requirements and the burdens of proof specified in the Grant Agreement executed between CRD and the Illinois Department of Transportation. Such requirements are specifically incorporated herein by reference if required. Municipality shall submit to CRD upon request such information as is required in order to assure compliance with the terms of this Agreement and shall immediately notify CRD in all cases where Project Facilities are used in a manner substantially different from that intended by this Agreement. CRD and Municipality shall conduct a yearly joint inspection of the Project Facilities to assure compliance with the terms of this Agreement.

30. **INDEMNIFICATION AND WAIVER.** To the extent permitted by law, Municipality agrees to protect, indemnify, defend and forever save and keep harmless the Indemnitees as defined in Part I, Item 1.

31. **OWNERSHIP.** Municipality shall own the Plans provided for herein.

32. **LIENS.** Municipality shall not cause any of the Project Facilities to become subject to liens or encumbrances of any kind. If any such lien shall be filed on property of CRD by

Municipality or any contractor, subcontractor or supplier of Municipality, the Municipality shall promptly take such steps as may be required to have the lien released and shall provide evidence thereof to CRD. CRD agrees to notify the Municipality of any lien of which CRD may become aware.

33. **NON-COLLUSION.** Municipality warrants that it has not paid and agrees not to pay any bonus, commission, fee, or gratuity for the purpose of obtaining any approval of its application for any grant pursuant to this Agreement. No CRD officer or employee, or member of any unit of local government which contributes to the Project Funds shall be admitted to any share or part of this Agreement or to any benefit arising therefrom.

34. **MUNICIPALITY'S WARRANTIES.** Municipality agrees to initiate and consummate all actions necessary to enable it to enter into this Agreement, as evidenced by its "Certificate of Grantee's Attorney" attached to and made a part of Part I of this Agreement.

35. **SEVERABILITY.** CRD and Municipality agree that if any provision of this Agreement is held invalid for any reason whatsoever, the remaining provisions shall not be affected thereby if such remainder would then continue to conform to the purposes, terms and requirements of applicable law.

36. **ASSIGNMENT OF AGREEMENT.** Municipality agrees that this Agreement shall not be assigned, transferred, conveyed, sublet or otherwise disposed of without the prior written consent of CRD.

37. **AMENDMENT.** CRD and Municipality agree that no change or modification to this Agreement or any Exhibits or Attachments hereto, shall be of any force or effect unless such amendment is dated, reduced to writing, executed by both parties, and attached to and made a part of this Agreement. No work shall be commenced and no costs or obligations incurred in consequence of any amendment to this Agreement or any attachments hereto unless and until such amendment has been executed and made a part of this Agreement and the Project Budget has been amended to conform thereto.

38. **TITLES.** Municipality and CRD agree that the titles of the items of this Agreement, hereinabove set forth, are inserted for convenience of identification only and shall not be considered for any other purpose.

39. **AGREEMENT PERIOD.** The terms of this Agreement shall begin as of the date hereof and shall end upon the completion of all obligations hereunder.

40. **GOVERNING LAW.** This Agreement shall be construed in accordance with the internal laws of the State of Illinois.

41. **NOTICES.** All notices, demands, elections, and other instruments required or permitted to be given or made by either Party upon the other under the terms of this Agreement or

any statute shall be in writing. Such communications shall be deemed to have been sufficiently served if sent by certified or registered mail with proper postage prepaid, hand delivered or sent by facsimile transmission, with proof of successful transmission sent by regular mail by CRD or Municipality at the respective addresses shown below or to such other party or address as either Party may from time to time furnish to the other in writing.

- (a) Notices to Metra shall be sent to:

Commuter Rail Division
547 W. Jackson Boulevard
Chicago, Illinois 60661
Attn: General Counsel
Phone: (312) 322-6699
Fax: (312) 322-6698

- (b) Notices to Municipality shall be sent to:

Village of Hinsdale
19 East Chicago Avenue
Hinsdale, Illinois 60521-3489
Attn: Village Manager
Phone: (630) 789-7013
Fax: (630) 789-7015

Such notices, demands, elections and other instruments shall be considered delivered to recipient on the second business day after deposit in the U.S. Mail, on the day of delivery if hand delivered or on the first business day after successful transmission if sent by facsimile transmission.

42. **COUNTERPARTS.** This Agreement may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

43. **EXPENDITURE OF GRANT FUNDS.** Municipality agrees that the Grant Funds for this Project must be expended upon approved Project elements within 36 months of execution of the Grant contract. Unless otherwise specified in writing by CRD, all unexpended Grant Funds will automatically revert to CRD upon the expiration of this 36-month time period.

EXHIBIT A
Work to be Performed under this Agreement

EXHIBIT B
Approved Project Budget

EXHIBIT B
APPROVED PROJECT BUDGET

AGREEMENT BETWEEN METRA
AND THE VILLAGE
OF
HINSDALE

GRANT NUMBERS:
MET-128

CFDA NO.
N/A

PROJECT NO. 4064

CONTRACT NO. _____

PROJECT DESCRIPTION:
Preliminary Engineering for Oak Street Bridge

| VILLAGE OF HINSDALE ACTIVITY | FTA / METRA OBLIGATION | TOTAL PROJECT BUDGET |
|---|---------------------------|----------------------------|
| <u>Preliminary Engineering</u> DQ4064-53402006 | \$395,000 | \$395,000 |
| TOTAL | | <u>\$395,000</u> |

David Cook

From: Edward Leonard [eleonard@metrarr.com]
Sent: Wednesday, September 08, 2010 10:30 AM
To: David Cook
Cc: 'Elizabeth Flood'; 'John Milano'; 'Orest Chryniwsky (ochrynisky@metrarr.com)'; 'Jack Groner'; 'Casler, Patricia J'
Subject: FW: WSMTD Funds Approved for Hinsdale Oak Street Bridge Engineering

David,

Please see the message below from Pat Casler at BNSF. If it is acceptable to you, the agreement you have can be executed by the village and then if the scope needs to be revised later to include construction, Pat suggests we amend the agreement at that time.

If you have any questions please call me. Otherwise, please have two (2) originals of the agreement sent to you and Dan Deeter on July 6th, executed and returned to me for execution by Metra.

Kind regards,

Ed Leonard
Senior Attorney
Metra Law Department
547 W. Jackson Blvd.
Chicago, IL 60661
(312) 322-6959

From: Casler, Patricia J [mailto:Patricia.Casler@bnsf.com]
Sent: Tuesday, September 07, 2010 2:09 PM
To: 'Edward Leonard'
Cc: 'Jack Groner'; 'Elizabeth Flood'
Subject: RE: WSMTD Funds Approved for Hinsdale Oak Street Bridge Engineering

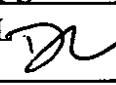
Let's leave it at engineering. If they find they do not need it for that we can amend it later for construction.

Patricia J. Casler
Director, Suburban Services
BNSF Railway
Tel: (312) 850-5680
Fax: (312) 850-5690

From: Edward Leonard [mailto:eleonard@metrarr.com]
Sent: Tuesday, September 07, 2010 1:01 PM
To: Casler, Patricia J
Cc: 'Jack Groner'; 'Elizabeth Flood'
Subject: RE: WSMTD Funds Approved for Hinsdale Oak Street Bridge Engineering

Pat, the original agreement with Hinsdale was to provide the WSMTD funds for preliminary engineering of the Oak Street Bridge. Will the modification of the scope to include construction (engineering or

9/8/2010

| | | | | | |
|---|-----------------|-----------------|-----------------|---|--|
| AGENDA EPS Agenda | | | | ORIGINATING | |
| SECTION NUMBER | | | | DEPARTMENT PUBLIC SERVICES | |
| ITEM Purchase 2011 Staff Vehicle | | | | APPROVAL | |
| <p>There is \$22,000.00 budgeted in the Public Services Department to replace a 1998 staff vehicle. Through the Suburban Purchasing Cooperative this vehicle can be replaced by a 2011 Ford Taurus in the amount of \$19,893.75 from Currie Motors</p> <p>Staff seeks to purchase this replacement vehicle and if Committee concurs, the following motion would be appropriate:</p> <p>MOTION: To approve the purchase of a 2011 Ford Taurus through the Suburban Purchasing Cooperative in the amount of \$19,893.75 from Currie Motors</p> | | | | | |
| STAFF APPROVALS | | | | | |
| APPROVAL | APPROVAL | APPROVAL | APPROVAL | MANAGER'S APPROVAL  | |
| COMMITTEE ACTION: | | | | | |
| BOARD ACTION: | | | | | |



A Joint Purchasing Program For Local Government Agencies

Suburban Purchasing Cooperative **2011 Ford Taurus (SE) Vehicle Contract**

The Suburban Purchasing Cooperative, a cooperative of 143 municipalities in the six county area of Northern Illinois is pleased to announce that Ford Motor Company/Currie Motors *has extended the 2010 Ford Taurus pricing of \$19,257.75 for its 2011 model.* Every municipality and government agency in the State of Illinois is authorized to participate in this program.

The original bid for this vehicle was published in the legal Section of the Daily Herald on November 26, 2008 and was awarded through a sealed bid process to Currie Motors for the 2009 model year. The first of three one year contract extensions was approved for the time period of January 5, 2010 through January 6, 2011.

The attached summary sheets highlight most standard equipment and list other vehicle options. Additional option pricing for items not shown is available by contacting the Fleet Manager, Tom Sullivan directly at 815-464-9200.

Pricing for this vehicle secured by the Suburban Purchasing Cooperative, will be held firm through the 2011 model year. The order cut-off date for municipalities and government agencies is to be determined at a later date. Delivery to be made with 90 calendar days after production of said vehicle.

Thank you for considering the Suburban Purchasing Cooperative for your vehicle needs. Please feel free to contact your designated SPC Representative with any questions or comments you may have regarding this program.

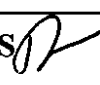
Currie Motors
9423 W. Lincoln Hwy
Frankfort, IL 60423
PHONE: (815) 464-9200 FAX: (815) 464-7500
Contact Person: Tom Sullivan
thomasfsullivan@sbcglobal.net

**DuPage Mayors &
Managers Conference**
1220 Oak Brook Road
Oak Brook, IL 60523
Suzette Quintell
Phone: (630) 571-0480
Fax: (630) 571-0484

**Northwest Municipal
Conference**
1616 East Golf Road
Des Plaines, IL 60016
Larry Widmer
Phone: (847) 296-9200
Fax: (847) 296-9207

**South Suburban Mayors
And Managers Association**
1904 West 174th Street
East Hazel Crest, IL 60429
Ed Paesel
Phone: (708) 206-1155
Fax: (708) 206-1133

**Will County
Governmental League**
3180 Theodore Street, Suite 101
Joliet, IL 60435
Anna Bunker
Phone: (815) 729-3535
Fax: (815) 729-3536

| | | | | |
|--|---|-----------------|-----------------|---|
| AGENDA EPS Agenda SECTION NUMBER | ORIGINATING DEPARTMENT PUBLIC SERVICES | | | |
| ITEM Purchase of Schmidt Snow Plow | APPROVAL | | | |
| <p>There is \$15,500.00 budgeted in Roadway maintenance to replace a 1994 Schmidt MF3.4 snowplow attachment. The low quote received for this piece of equipment is from Lindco Equipment Sales, Inc. in the amount of \$14,091.52. Quotes received are attached.</p> <p>Staff seeks to purchase this replacement snowplow and if Committee concurs, the following motion would be appropriate:</p> <p>MOTION: To approve the purchase of a Schmidt 3.4 snowplow attachment in the amount of \$14,091.52 from Lindco Equipment Sales, Inc.</p> | | | | |
| STAFF APPROVALS | | | | |
| APPROVAL | APPROVAL | APPROVAL | APPROVAL | MANAGER'S APPROVAL  |
| COMMITTEE ACTION: | | | | |
| BOARD ACTION: | | | | |

Lindco Equipment Sales, Inc.

2168 East 88th Drive
Merrillville, IN 46410
USA

QUOTATION

Quote Number: 20100194

Quote Date: Aug 6, 2010

Page: 1

Voice: (219)795-1448

Fax: (219)736-0892

Quoted To:

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

| Customer ID | Good Thru | Payment Terms | Sales Rep |
|-------------|-----------|---------------|-----------|
| Hinsdale-01 | 9/5/10 | Net 30 Days | 35878 |

| Quantity | Item | Description | Unit Price | Amount |
|----------|----------------|---|--------------|------------------|
| 1.00 | MF3.4-Hinsdale | Schmidt MF3.4, 10'6" Multi-section plow w/power angling, rubber deflector, plow markers, SQH plow side quick hitch, rubber deflector, painted orange. | 13,641.52 | 13,641.52 |
| 450.00 | FREIGHT | FREIGHT | 1.00 | 450.00 |
| 1.00 | | OPTIONAL ITEMS THAT CAN BE ADDED TO BASE PRICE: For a set of screw adjustable mushroom shoes ADD.....\$1624.00 | | |
| 1.00 | | *****NOTE***** Quote plow same as serial #80403 | | |
| 2.00 | | 45-60 day lead time | | |
| | | | Subtotal | 14,091.52 |
| | | | Sales Tax | |
| | | | TOTAL | 14,091.52 |



***** PRICE CONFIRMATION *****

TO: Village of Hinsdale

ATTENTION: Sean Johnson

REF: _____

DATE: September 8, 2010

In reply to your inquiry dated 9-8-10 we are pleased to offer you the following pricing which will remain in effect for 45 days from this date.

| QTY | DESCRIPTION | PRICE |
|-----|-------------|-------|
|-----|-------------|-------|

| | | |
|-----|--|--|
| (1) | Wausau model MF 3.4 "Street Smart" Multi-Section snow plow equipped with power angling, SQH plow side quick hitch, rubber deflectors. | |
|-----|--|--|

Total Price.....\$15,619.00

Above prices are: Your Cost

F.O.B. Hinsdale, IL

Delivery: 60-90 days

Terms: 30 days

Comments: _____

John Lemke

Regional Sales Manager

e-mail: jlemke@wausau-everest.com

Corporate Headquarters:
Wausau-Everest L.P.
1905 South Moorland Road
New Berlin, WI 53151-2321 U.S.A.
800-788-6066
262-784-6066
262-784-6720 fax

Wausau Equipment Company, Inc.
1905 South Moorland Road
New Berlin, WI 53151-2321 U.S.A.
800-788-6066
262-784-6066
262-784-6720 fax
ISO 9001:2000 Certified

Everest Equipment Co.
1077 Westmount
Ayer's Cliff, Quebec J0B 1C0
CANADA
819-838-4257
819-838-5653 fax