

Village of Hinsdale
Environment and Public Services Committee
Special Meeting Agenda
Monday, July 11, 2011
5:00 P.M.
Memorial Hall Board Room
(Tentative and Subject to Change)

1. Approval of Minutes – June 13, 2011
2. Public Services Monthly Report
 - a) Permission to Seek Bids for New Utility Tractor
3. Engineering Monthly Report
 - a) Veeck Park Wet Weather Facility Update
 - b) 2011 Projects Update
 - c) State and Federal Funding Opportunities
4. Request for Board Action
 - a) To Approve Agreements for the Implementation of GIS – Geographic Information Systems
 1. To Approve a Membership Agreement between the Village of Hinsdale and the Geographic Information System Consortium.
 2. To Approve a GIS Consortium Service Provider Agreement between the Village of Hinsdale and Municipal GIS Partners, Inc.
 3. To Designate to the GIS Consortium Board of Directors, Sean Gascoigne, Village Planner as Director and Robb McGinnis, Director of Community Development as Alternate Director.
 - b) To Approve a Resolution for the Veeck Park Wet Weather Facility Contract Change Order Number 5 in the amount of (\$36,597.60) to John Burns Construction Company.
5. Adjournment

Items listed on the agenda will be discussed and considered by the Committee. The Committee welcomes public comment on the agenda items during discussion. Items that were previously discussed by one of the Village's Commissions and referred to the Committee for further consideration are noted on the agenda. Items recommended for approval at this meeting are then referred to the Village Board for further consideration at their next meeting. Items that are unanimously recommended for approval will be placed under the Consent Agenda section of the Board meeting. Items that do not receive a unanimous recommendation will be placed under the Committee Agenda section of the Board meeting.

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

Village Web Site: www.villageofhinsdale.org

**VILLAGE OF HINSDALE
ENVIRONMENT AND PUBLIC SERVICES COMMITTEE MINUTES
MONDAY, JUNE 13, 2011**

Chairman Laura LaPlaca called the meeting of the Environment and Public Services Committee to order at 5:05 P.M., Monday June 13, 2011, in Memorial Hall of the Memorial Building, 19 East Chicago Avenue, Hinsdale, IL.

PRESENT: Chairman Laura LaPlaca, Trustee Doug Geoga,
Trustee William Haarlow, Trustee Bob Saigh

ABSENT: None

ALSO PRESENT: Dave Cook, Village Manager; George Franco, Director of Public Services; Dan Deeter, Village Engineer; Sean Gascoigne, Village Planner; John Finnell, Village Forester; Dan Hopkins, Village Horticulturist.

Approval of Minutes – May 09, 2011

The EPS Committee reviewed the minutes from the May 09, 2011 meeting. Chairman LaPlaca added comments to the minutes. Trustee Saigh motioned for approval of the May 09, 2011 minutes. Trustee Haarlow seconded. The motion passed unanimously.

Public Services Monthly Report

Mr. Franco updated the committee on the impact of the last storm, the Village has started Elm injections, the Village Tree Survey continues. Mr. Franco presented the Village's road patching program. Chairman LaPlaca asked staff to look at road repairs on difficult sections of First and Eighth Streets.

Chairman LaPlaca asked Mr. Finnell to give the committee information on the tree at 416 W. Hickory Street. Mr. Finnell had reviewed the issues concerning this tree which is on private property. Mr. Finnell and Mr. Franco met with the home owner. It was determined that the tree would not survive the demolition and construction of the new home. Ms. Patti Davis, 211 N. Madison, addressed the committee to express her concern over the loss of this tree. Trustee Saigh asked questions concerning other trees on the property.

Mr. Joe Ott of Metra addressed the committee concerning the "snowplow turn-around" at the east end of the new Highland Station platform. The plans call for restoration of the area after construction. This week the contractor will be planting grass to stabilize the disturbed slopes. Mr. George Kanary, 509 Highland Road, Ms. Jean Silinski, 511 Highland Road, and Ms. Lois Mejdreich, 515 Highland Road, addressed the committee. The Committee requested that the Metra restoration plan would provide appropriate

measures to diminish the appearance of the “turn-around” support columns. Suggestion raised included planting ivy or evergreen trees. Responding to Mr. Franco’s question, Mr. Ott stated that Metra will restore any packing lot damage at the end of the project.

Engineering Monthly Report

Mr. Deeter highlighted recent rain events as well as activities at the Veeck Park Wet Weather Facility, Oak Street Bridge, 2011 Resurfacing Project, Chestnut Street Project, 50/50 sidewalk program, and the Woodlands Infrastructure Improvements. Mr. Deeter noted that IDOT will be opening bids for ramp restoration for on Illinois Route 83 at 55th Street and Ogden Avenue. These improvements could inconvenience residents with ramp closings and night construction. Staff will provide residents more information concerning as it becomes available.

Presentation by Residents Concerning the Bodin Alley Drainage Problems

Mrs. Lee Ann Yu presented a petition to the Committee concerning the opportunity to construct a storm sewer and pave in the alley north of Chestnut between Bodin & Monroe Streets in conjunction with the Chestnut Street Project. Per the Village Localized Drainage Program, the residents would pay for paving while the Village would pay for the storm sewer. There would be cost efficiency to constructing the alley in conjunction with the Chestnut project. Chairman LaPlaca directed staff to determine if there are other residents in the vicinity with similar alley concerns/needs.

Woodlands Green Infrastructure Improvements Concept Plan Review by HR Green

Chairman LaPlaca introduced this agenda item. She noted that this concept plan will be presented to residents of the Woodlands on June 22, 2011 at KLM. Mr. Scott Creech, HR Green Company, addressed the Committee concerning the concept plan and engineer’s preliminary costs. While the concept plan is presented in three phases, Chairman LaPlaca noted that the Village had not determined the timing or phasing that best meets engineering and financial needs. Bill Seith thanked the committee for their efforts to present a solution to the Woodland’s infrastructure issues.

To Approve Agreements for the Implementation of GIS – Geographic

Information Systems Chairman LaPlaca introduced this agenda item. Mr. John Thomey, Senior Consultant for the Municipal GIS Partners, Inc., addressed the group concerning the GIS Consortium. A discussion followed. Trustee Geoga questioned Mr. Thomey and the staff concerning the cost neutrality of the GIS system. Trustee Haarlow asked about the security of the data in the “cloud” environment. Staff was directed to obtain more information to address these concerns. The Committee will address this issue in the July EPS meeting.

To Award the Chestnut Street Improvements Project to Martam Construction, Inc. in the Amount Not To Exceed \$3,728,195.50. Chairman LaPlaca introduced this agenda item. Trustee Geoga motioned to approve. Trustee Saigh seconded. The motion passed unanimously.

To Award the 2011 Resurfacing Program to Brothers Asphalt Paving, Inc. in the Amount Not to Exceed \$1,312,577.80. Chairman LaPlaca introduced this agenda item. Since the Brothers Asphalt bid was under budget, Chairman LaPlaca asked staff to provide a list of additional infrastructure improvements that could be added to the project. Trustee Geoga motioned to approve. Trustee Saigh seconded. The motion passed unanimously.

To Award the 2011 50/50 Sidewalk Program Bid (IDOT Sec. No. 11-00000-01-GM) to D'Land Construction in the Amount Not to Exceed \$60,796.95. Chairman LaPlaca introduced this agenda item. Trustee Geoga motioned to approve. Trustee Saigh seconded. The motion passed unanimously.

To Award the Engineering Services for the Design Engineering of the 2012 Road Resurfacing Project to J.J. Benes and Associates, Inc. in the amount not to exceed \$63,192.00. Chairman LaPlaca introduced this agenda item. Trustee Geoga motioned to approve. Trustee Saigh seconded. The motion passed unanimously.

To Adopt An Ordinance Establishing Prevailing Wages for Public Works in the Village of Hinsdale, Cook and DuPage Counties, Illinois. Chairman LaPlaca introduced this agenda item. Trustee Saigh motioned to approve. Trustee Haarlow seconded. Trustees Haarlow, Saigh, and Chairman LaPlaca voted "Aye". Trustee Geoga voted "No". The motion passed.

Adjournment

With no further issues to be brought before the Committee, Trustee Saigh moved to adjourn. Trustee Haarlow seconded. Motion carried and the meeting was adjourned at 7:35 P.M.

Respectfully submitted,

Dan Deeter
Village Engineer

MEMORANDUM

TO: CHAIRMAN LA PLACA AND THE EPS COMMITTEE
FROM: GEORGE FRANCO
SUBJECT: PUBLIC SERVICES MONTHLY REPORT-JUNE 2011
Date: 07/06/11

The Public Services Department spent the month of June preparing for the 4th of July festivities, continuing daily tasks, and cleaning up from storms which affected the Village on June 21st. Preparation for the Fourth of July parade and celebration at Burlington Park included: placement of barricades, refuse removal, preparation of grounds, pruning of trees as needed, and cold patching of pot holes along the parade route. The Public Services department responded to storms which affected the area on June 21st. These storms consisted of high winds and rain, which resulted in extensive tree damage. Crews responded to this storm logging approximately 272 overtime hours clearing debris to open roads and sidewalks and remove visible dangerous hanging limbs from trees. Public services staff has also utilized private contractors to assist in expediting the brush removal. Contractual costs as of July 6, 2011 are \$47,830.00 for 10 days of brush clearing services. Public service crews have begun the task of removing dangerous/cracked limbs from trees and chipping brush on a block-by-block basis. The first complete round of brush chipping is expected to be completed by July 11th. A second round of brush pick up will then begin, with staff anticipating completion near the end of July. Currently, there is not an accurate count of trees which will need to be removed due to structural damage incurred by this storm, staff hopes to have an approximate number of tree removals and storm expense report for Committee at the August meeting. Power outages were also widespread throughout town due to this storm, which resulted in an additional 14.5 hours of overtime to ensure the integrity of the water distribution system while the standpipe was out of power.

Public service crews also responded to 3 water main breaks during the month of June, which were located at 317 W. Chicago Avenue (2 breaks) and 840 Merrillwoods.

The summer special events season continues with Public Services Department assisting with the Farmer's Market, Uniquely Thursdays, the Fine Arts Festival, the Parks Department's Party in the Park, and Little League's baseball tournament at Veeck Park

The Public Services has been involved in other projects which include:

- Public Service crews are continuing to finish permanent asphalt repairs to main break locations. Due to the need for manpower for brush removal, the 2011 road grinding and patching project has not yet begun. Staff anticipates this project to tentatively begin the week of 7/11/11.
- Public Service crews have completed the repair and/or replacement of 72 water meters throughout the village.
- The Elm Inoculation program began in June, with the contractor injecting 89 trees within the village right-of-ways throughout town.
- The first round of surveying for Dutch Elm Disease, which resulted in 7 parkway elm trees and 14 private elm trees confirmed to be infected with the disease. At this time last year there were 39 Elm trees detected (9 parkway/ 30 private).
- Village staff has coordinated crews to complete weekend refuse removal in parklands and the Business District.
- A complete round of alley grading was completed after heavy rains in June, as well as a complete round of alley trimming.

PUBLIC SERVICE MONTHLY REPORT FOR June 2011.00

ROADWAY

15.00 SIGNS
7.00 POSTS
2.00 SIGNS REPAIRED
2.00 TONS OF COLD MIX USED FOR POTHOLE
22.00 TONS OF HOT MIX
34.00 TONS OF GRAVEL FOR ALLEYS ACT,
0.00 WHITE PAINT
0.00 YELLOW PAINT
87.00 MAN HOURS BASIN TOP CLEANING
30.00 MAN HOURS ALLEY GRADING
45.00 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

5.00 TREES TRIMMED BY VILLAGE STAFF
4.00 TREES REMOVED BY VILLAGE STAFF
21.00 ELM TREES DETECTED BY STAFF 7 Pub..14 Private
0.00 ELM TREES REMOVED BY STAFF
0.00 ELM TREES THAT HAVE HAD AMPUTATED LIMBS
89.00 ELM TREES THAT HAVE BEEN INOCULATED FOR PREVENTION OF DED
0.00 TREE STUMPS REMOVED BY STAFF
4.00 TREES PLANTED BY STAFF
0.00 TREES TRIMMED BY CONTRACTOR(to date)
0.00 NON ELMS REMOVED BY CONTRACTOR
2.00 ELMS REMOVED BY CONTRACTOR

EQUIP MAINT

9.00 SCHEDULED MAINT
27.00 UNSCHEDULED REPAIRS

WATER OPERATIONS

78929.00 GALLON OF WATER PUMPED TO DISTRIBUTION SYSTEM
77853.00 PUMPED IN JUNE 2010
1270.00 FEET OF SEWER LINES CLEANED
3.00 SEWER BACKUP INVESTIGATIONS
2.00 BASINS REPAIRED
0.00 BASINS REBUILT
5.00 BASINS CLEAN FROM DEBRIS INSIDE
102.00 METER READINGS
72.00 WATER METERS REPAIRED
74.00 WATER METERS INSTALLED
0.00 HYDRANTS REPAIRED
1.00 HYDRANTS FLUSHED

3.00 WATER MAINS REPAIRED
1.00 SEWER SERVICE LOCATED
397.00 J U L I E LOCATE REQUEST
7.00 WATER CONNECT OR DISCONNECT INSPECTIONS
1.00 VALVES EXERCISED
0.00 VALVES REPAIRED
72.00 WATER METERS REMOVED
0.00 SEWER CONNECT INSPECTIONS
1.00 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.

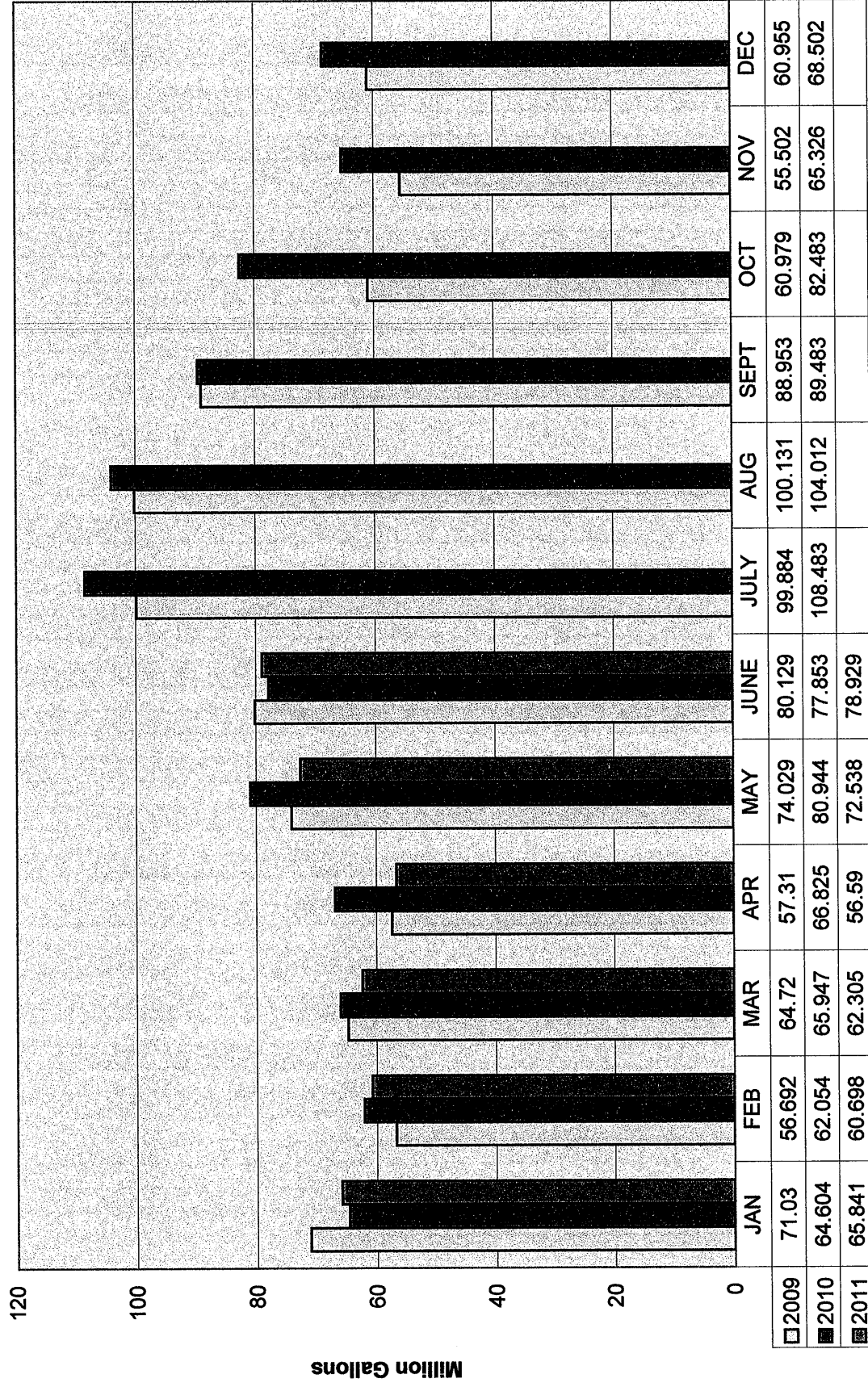
Parks maintenance crews have made repairs to the Veeck Park skate park, and the irrigation systems at Veeck, Pierce, and Burlington Parks. Crews also performed a round of playground inspections and began aerating in parklands.

Mulching was completed in the Business District, parking lots, and parkland areas.

BUILDING MAINTENANCE

Building maintenance crews have been monitoring and servicing cooling systems which has included washing all outdoor air conditioning condensers at Village owned buildings. All generators have been checked for proper operation. Crews installed 6 security cameras and installed extra light fixtures to aid in the security at the Community Pool. Air conditioning repairs have been completed at the KLM lodge and Village Hall. Crews also completed a punchlist of items which needed repair at the pool.

MONTHLY PUMPAGE



VILLAGE OF HINSDALE - IL 0434520**MONTHLY REPORT****Month: June, 2011**

Day	Dist x1000	Finished Water				Air Temp Average	Total Precip
		Free CL ₂ Avg (mg/l)	Turbidity Avg (NTU)	Fluoride Avg (mg/l)	H ₂ O Temp Average		
1	2558	0.82	0.02	1.11	55	70	0.03
2	2581	0.87	0.02	0.99	55	70	0.00
3	2801	0.88	0.02	1.01	55	80	0.00
4	2839	0.90	0.02	1.05	56		0.00
5	2642				56		0.00
6	3156	0.87	0.02	1.09	56	85	0.00
7	3291	0.88	0.02	1.11	56	85	0.00
8	3413	0.80	0.03	1.13	57	86	0.00
9	2314	0.82	0.03	1.12	58	65	2.72
10	2388	0.83	0.03	1.11	58	70	0.24
11	2229	0.84	0.03	1.13	58		0.10
12	2268				58		0.00
13	2680	0.88	0.02	1.06	58	55	0.00
14	2818	0.86	0.02	1.09	58	70	0.00
15	2434	0.87	0.02	1.10	58	74	0.49
16	2242	0.96	0.02	1.06	58	70	0.49
17	2568	0.85	0.02	1.05	59	80	0.00
18	2590	0.87	0.02	1.08	59		0.00
19	2637				59		0.00
20	2709	0.86	0.02	1.09	59	70	0.24
21	2364	0.81	0.03	1.14	60	80	0.00
22	1971	0.86	0.02	1.07	61	70	1.05
23	2247	0.84	0.02	1.09	61	68	0.00
24	2314	0.83	0.03	1.09	61	68	0.00
25	2316	0.85	0.03	1.11	60		0.00
26	2747				60		0.00
27	2526	0.84	0.03	1.08	60	80	0.00
28	2873	0.85	0.02	1.09	61	84	0.00
29	3162	0.87	0.03	1.10	61	80	0.00
30	3251	0.90	0.03	1.10	61	80	0.00

Day	Dist x1000	Free CL₂ Avg (mg/l)	Turbidity Avg (NTU)	Fluoride Avg (mg/l)	H₂O Temp Average	Air Temp Average	Total Precip
Sum:	78929						5.36
Avg:	2631	0.86	0.02	1.09	58	75	0.18
Max:	3413	0.96	0.03	1.14	61	86	2.72
Min:	1971	0.80	0.02	0.99	55	55	0.00

Reported By: Mark Belkoushi

VILLAGE OF HINSDALE, PLANT REPORT

Month: June, 2011

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)	
1	0	2558	2558	0.77	0.02	0.82	1.11	55	70			0.03
2	0	2581	2581	0.78	0.02	0.87	0.99	55	70			0.00
3	0	2801	2801	0.75	0.02	0.88	1.01	55	80			0.00
4	0	2839	2839	0.75	0.02	0.90	1.05	56				0.00
5	0	2642	2642	0.80				56				0.00
6	1	3155	3156	0.77	0.02	0.87	1.09	56	85			0.00
7	0	3291	3291	0.78	0.02	0.88	1.11	56	85			0.00
8	0	3413	3413	0.79	0.03	0.80	1.13	57	86			0.00
9	0	2314	2314	0.86	0.03	0.82	1.12	58	65			2.72
10	0	2388	2388	0.89	0.03	0.83	1.11	58	70			0.24
11	0	2229	2229	0.91	0.03	0.84	1.13	58				0.10
12	0	2268	2268	0.89				58				0.00
13	0	2680	2680	0.88	0.02	0.88	1.06	58	55			0.00
14	0	2818	2818	0.80	0.02	0.86	1.09	58	70			0.00
15	0	2434	2434	0.73	0.02	0.87	1.10	58	74			0.49
16	1239	1003	2242	0.82	0.02	0.96	1.06	58	70			0.49
17	2568	0	2568	0.83	0.02	0.85	1.05	59	80			0.00
18	2590	0	2590	0.83	0.02	0.87	1.08	59				0.00
19	2637	0	2637	0.78				59				0.00
20	2709	0	2709	0.77	0.02	0.86	1.09	59	70			0.24
21	2364	0	2364	0.79	0.03	0.81	1.14	60	80			0.00
22	1971	0	1971	0.80	0.02	0.86	1.07	61	70			1.05
23	2247	0	2247	0.76	0.02	0.84	1.09	61	68			0.00
24	2314	0	2314	0.77	0.03	0.83	1.09	61	68			0.00
25	2316	0	2316	0.85	0.03	0.85	1.11	60				0.00
26	2747	0	2747	0.87				60				0.00
27	2526	0	2526	0.85	0.03	0.84	1.08	60	80			0.00
28	2873	0	2873	0.84	0.02	0.85	1.09	61	84			0.00
29	3162	0	3162	0.89	0.03	0.87	1.10	61	80			0.00
30	3251	0	3251	0.87	0.03	0.90	1.10	61	80			0.00
Sum:	37515	41414	78929									5.36
Avg:	1251	1380	2631	0.82	0.02	0.86	1.09	58	75			0.18
Max:	3251	3413	3413	0.91	0.03	0.96	1.14	61	86			2.72
Min:	0	0	1971	0.73	0.02	0.80	0.99	55	55			0.00

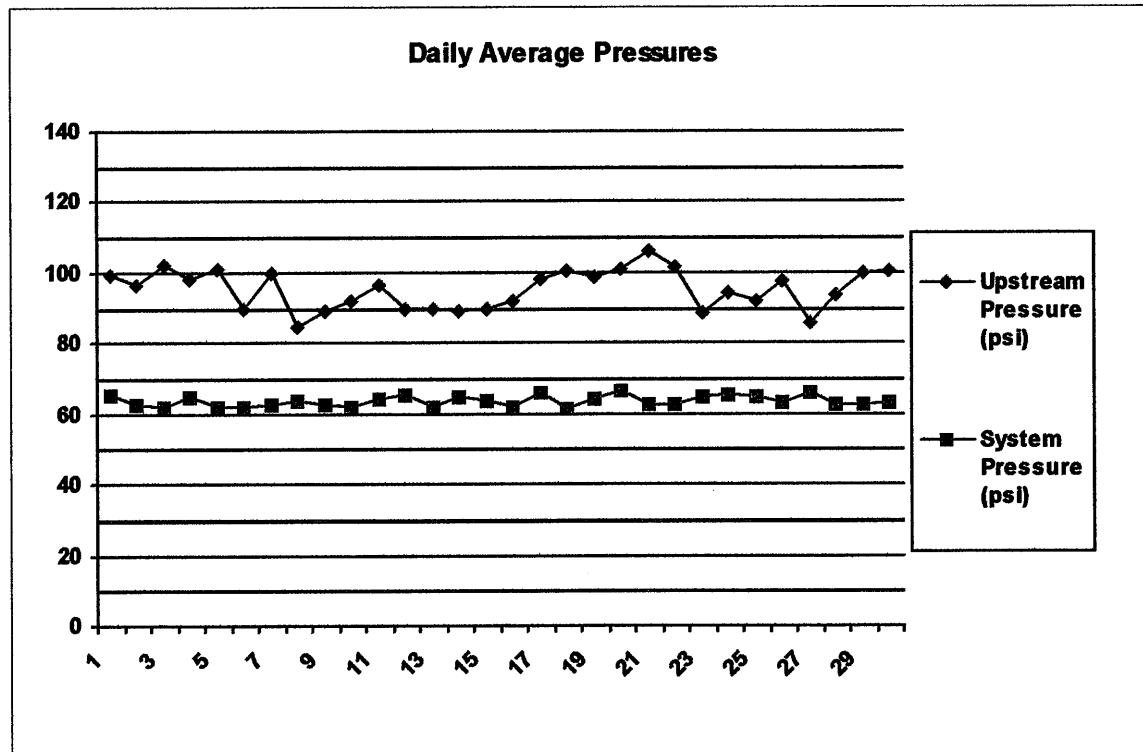
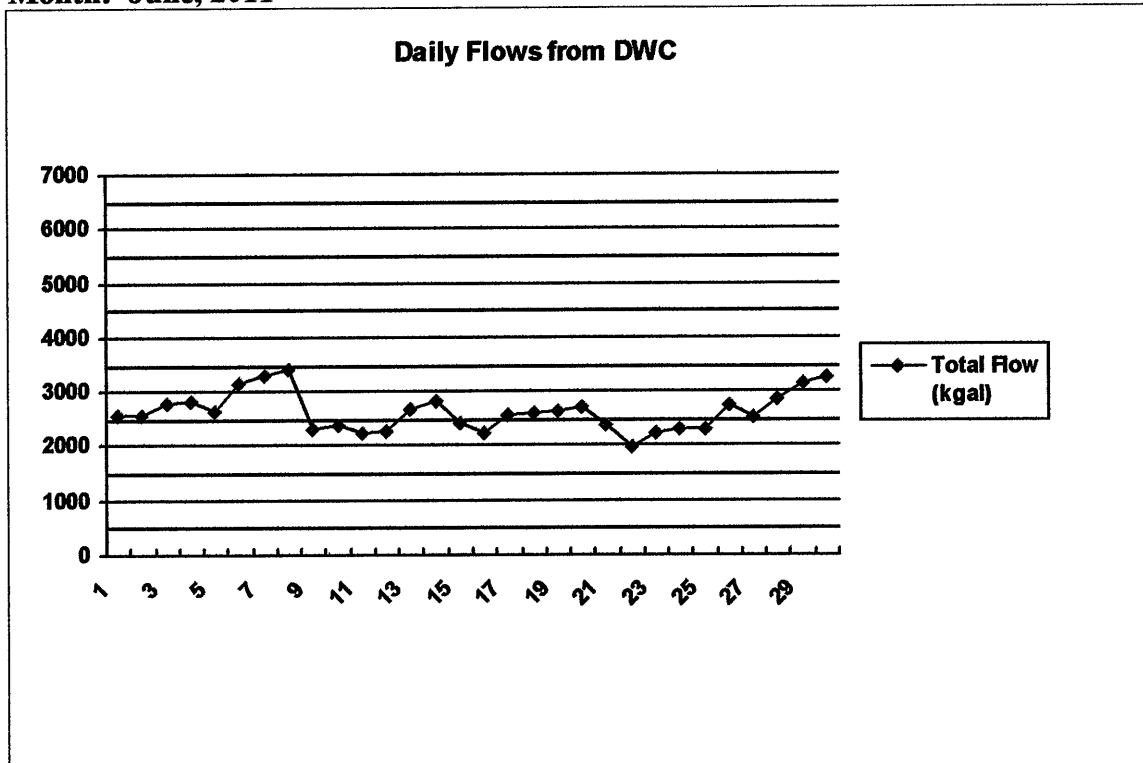
VILLAGE OF HINSDALE, PLANT REPORT

Month: June, 2011

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	2558	91.0	9.5	16.6	93.1	64.4	0.0	0.0	3.9		
2	2581	90.9	9.3	16.4	93.1	64.5	0.0	0.0	5.1		
3	2801	90.2	9.5	16.7	93.4	64.5	0.0	0.0	5.1		
4	2839	91.0	9.6	16.7	93.1	65.0	0.0	0.0	4.2		
5	2642	90.8	9.6	16.7	93.8	64.5	0.0	0.0	5.1		
6	3156	90.6	9.3	16.4	91.2	65.4	0.0	0.0	5.2		
7	3291	90.0	9.3	16.4	93.3	65.6	0.0	0.0	5.4		
8	3413	90.2	9.2	16.3	92.7	65.7	0.0	0.0	6.5		
9	2314	91.7	9.6	16.7	94.4	64.5	0.0	0.0	4.2		
10	2388	91.3	9.3	16.3	93.8	64.3	0.0	0.0	3.7		
11	2229	91.5	9.6	16.7	93.0	64.2	0.0	0.0	4.6		
12	2268	91.2	9.6	16.7	94.4	64.3	0.0	0.0	4.5		
13	2680	91.7	8.9	16.0	93.1	64.8	0.0	0.0	4.1		
14	2818	91.3	9.4	16.5	92.7	65.0	0.0	0.0	5.2		
15	2434	91.0	9.3	16.4	93.2	64.3	0.0	0.0	3.9		
16	2242	91.4	9.5	16.6	94.1	64.3	0.0	0.0	4.8		
17	2568	91.5	9.5	16.6	92.3	64.7	0.0	0.0	4.1		
18	2590	91.3	9.6	16.7	94.5	64.8	0.0	0.0	4.2		
19	2637	90.2	9.6	16.7	93.3	64.3	0.0	0.0	5.2		
20	2709	91.3	9.2	16.3	92.4	64.8	0.0	0.0	4.5		
21	2364	91.8	9.5	16.6	95.4	64.7	0.0	0.0	4.9		
22	1971	91.1	9.5	16.6	95.6	63.8	0.0	0.0	5.2		
23	2247	90.7	9.8	16.9	93.4	63.8	0.0	0.0	1.9		
24	2314	90.8	9.5	16.6	92.8	64.1	0.0	0.0	5.2		
25	2316	90.9	9.3	16.4	94.6	64.2	0.0	0.0	5.6		
26	2747	91.0	9.3	16.4	91.8	64.7	0.0	0.0	4.8		
27	2526	91.2	9.5	16.6	93.1	64.5	0.0	0.0	4.6		
28	2873	90.4	9.3	16.4	95.1	64.6	0.0	0.0	4.8		
29	3162	90.6	9.4	16.4	92.4	65.2	0.0	0.0	5.2		
30	3251	90.3	9.3	16.4	93.2	65.2	0.0	0.0	5.5		
Sum:							0.0	0.0	141.2		
Avg:							0.0	0.0	4.7		
Max:							0.0	0.0	6.5		
Min:							0.0	0.0	1.9		

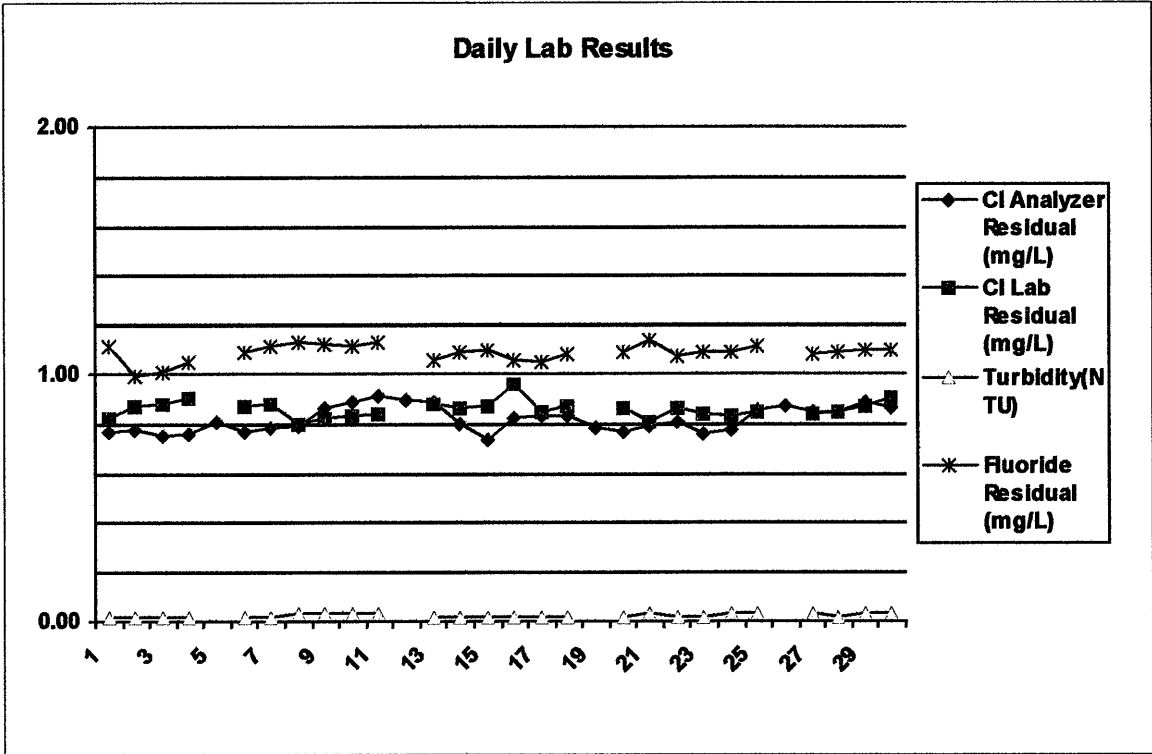
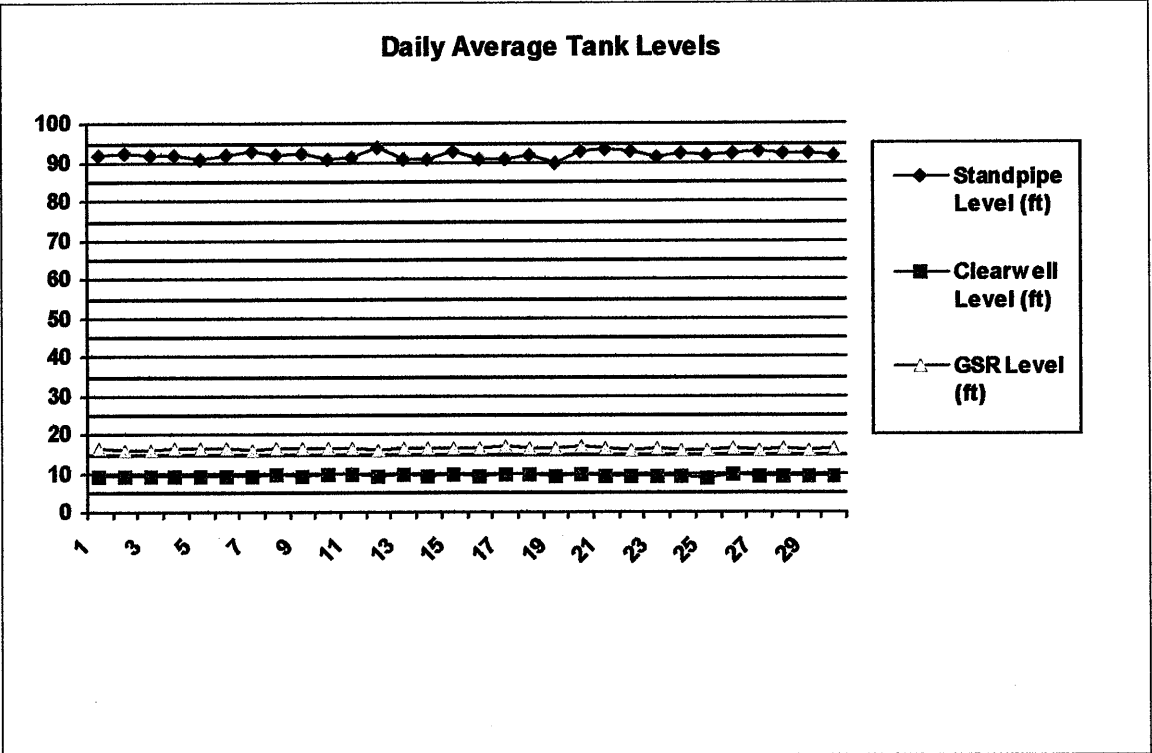
VILLAGE OF HINSDALE, SYSTEM TRENDS

Month: June, 2011



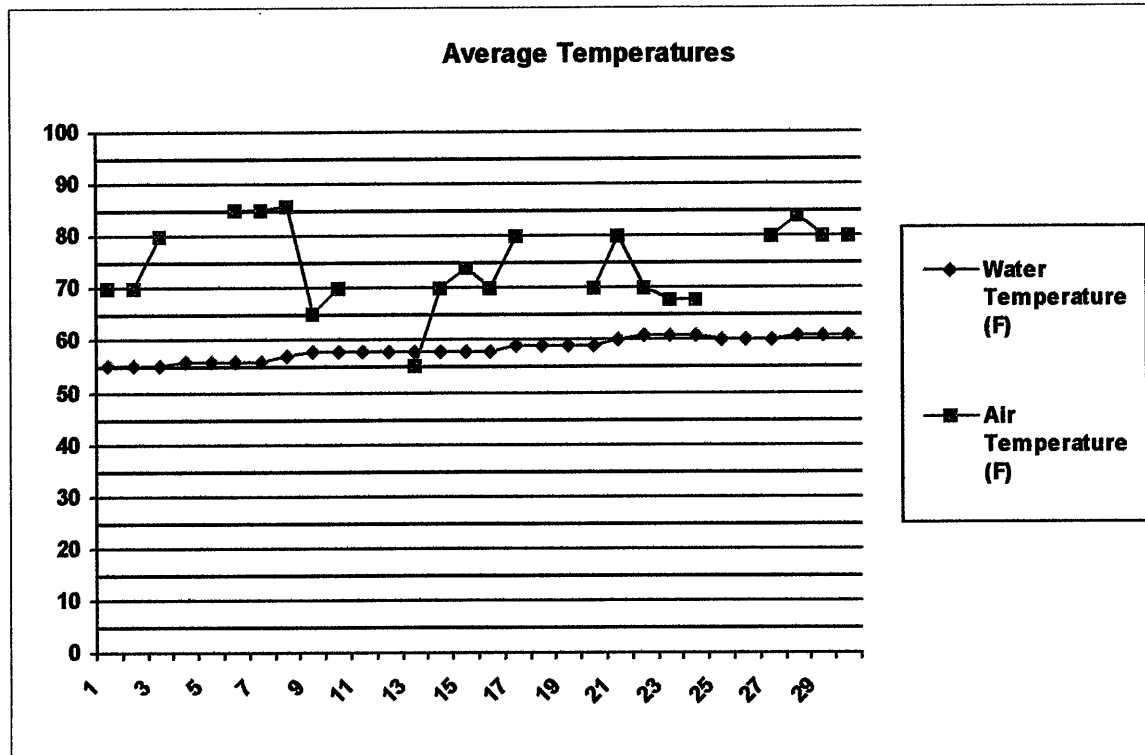
VILLAGE OF HINSDALE, SYSTEM TRENDS

Month: June, 2011



VILLAGE OF HINSDALE, SYSTEM TRENDS

Month: June, 2011



MONTHLY REPORT FOR June 2011

# 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>8</u>
# of temperature readings(air)	<u>22</u>
# of temperature readings(water)	<u>26</u>
# of DBP samples	<u>0</u>
# of Pumps serviced	<u>8</u>
# of Lead/Copper Samples	<u>13</u>

High Service and Well Pump Maintenance

June 2011

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- Motor Replaced, pump assembly rebuilt, check valve installed, and put back into service.

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, in service for Office Park chillers

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

MEMORANDUM

TO: CHAIRMAN LA PLACA AND THE EPS COMMITTEE
FROM: GEORGE FRANCO
SUBJECT: PERMISSION TO SEEK QUOTES
Date: 7/7/2011

Staff is requesting permission to seek quotes for a utility vehicle to replace the current unit, which is a 2006 Toolcat. This piece of equipment is utilized year-round in a variety of applications, has extensive hours, and has become an unreliable piece of equipment due to increased breakdowns. Currently, there is \$45,000.00 budgeted for this item in program 6103-7902 and if Committee concurs Public Services staff will begin to seek quotes for this item including the likelihood of using a trade-in allowance.

\

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

MEMORANDUM

TO: Chairman LaPlaca and EPS Committee
FROM: Engineering Department
DATE: July 11, 2011
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, 126 site inspections were performed for the month of May by three Engineering employees.

The following capital improvement projects and engineering studies are also underway.

Veeck Park Wet Weather Facility

The Village concluded an agreement with John Burns Construction Company to address the Veeck Park stockpiled material. We anticipate that Earth, Inc. will remove the stockpile once the fields dry in August with restoration in September.

Garfield Road Program

The IEPA provided documentation for the low interest loan on July 5, 2011. Staff is reviewing the documents.

Oak Street Bridge Replacement Engineering Phase 1/Environmental Assessment

June 2011 Activities

- Continued travel demand modeling / traffic forecasting
- Prepared draft project purpose and need report
- Continued alignment studies for new Oak Street Bridge
- Continued coordination of environmental data with IDOT – District One BLRS
- Project Meeting between Clark Dietz and Hinsdale staff on June 6, 2011
- Meeting with Adventist Hinsdale Hospital staff on June 16, 2011
- Meeting between Clark Dietz and Hinsdale Fire Chief on June 16, 2011
- Conducted Community Working Group Meeting #2 on June 29, 2011
- Submitted recommendation for bridge clearances to BNSF for review and comment

July 2011 Planned Activities

- Prepare summary of Community Working Group Meeting #2
- Present project at IDOT BDE / FHWA coordination meeting at IDOT – District One 07/12/11
- Coordinate environmental data collection with IDOT – District One BLRS
- Complete travel demand modeling / traffic forecasting
- Continue alignment studies for new Oak Street Bridge
- Prepare draft alternatives screening methodology

- Conduct Project Review Meeting with Hinsdale staff

2011 Resurfacing Project

June 2011 activities:

- Bid Opening on June 3, 2011
- EPS Recommendation of Award on June 13, 2011
- Board Approval of Bid Award on June 21, 2011
- Contractor begins pre-mobilization process.
- Complete Eighth Place Storm Sewer Analysis, Concept and Cost Estimates for Final Report
- Complete Monroe St. Storm Sewer Analysis, Concept, and Cost Estimates for Final Report

July 2011 proposed activities:

- Contractor continues mobilization process
- Staff identifies additional infrastructure improvements for consideration in the project
- Contractor begins construction

Chestnut Street Sewer Separation Project

June 2011 activities

- EPS Recommendation of Award on June 13, 2011
- Board Approval of Bid Award on June 21, 2011
- Submit final loan approval documentation to IEPA.

Once the IEPA loan approval is approved, the contract can be signed and the contractor can begin the mobilization process.

50/50 Sidewalk Program

Current project schedule:

- | | |
|---------------------------------------|-----------|
| ▪ IDOT begins advertising the project | 05/05/11 |
| ▪ Bid opening | 05/18/11 |
| ▪ EPS Recommendation of Award | 06/13/11 |
| ▪ Board Approval of Bid Award | 06/21/11 |
| ▪ Construction | June 2011 |

Woodlands Green Infrastructure Improvements

June 2011 activities

- | | |
|--|----------|
| ▪ Complete roadway profiles and cross sections | |
| ▪ EPS Committee Meeting Reviews Concept Plans | 06/13/11 |
| ▪ Presentation of Concept Plan to Woodlands HOA | 06/22/11 |
| ▪ Conduct Soil Borings/Develop Geotechnical Report | |
| ▪ Continue development of storm water modeling. | |

July 2011 planned activities

- Woodlands HOA straw poll

- HR Green to receive geotechnical report
- Begin develop 60% Plans, Specifications, and Engineer's Estimate

Other Engineering Activities

2012 Resurfacing. The proposal for design engineering of the 2012 Resurfacing Project has been awarded to J.J. Benes & Associates. A general schedule for that project is:

- Develop design and construction documents 2H2011
- Bid for construction of the project 4Q2011 - 1Q2012
- Construction starts Spring 2012.

2012 Reconstruction (N. Washington Street). Staff has determined that, from an engineering perspective, it would be advantageous for one block of E. Walnut Street to be included in the N. Washington Street Reconstruction project. This block is currently scheduled for reconstruction in 2014. Staff is awaiting Clark Dietz's change order which will include the E. Walnut Street block in the N. Washington Street project. The general schedule for that project is:

- Complete design and construction documents 2H2011
- Bid for construction of the project 4Q2011 – 1Q2012
- Construction starts Spring 2012

IDOT Ramp Resurfacing Plans IDOT will be opening bids for a Ramp Resurfacing Project on August 5, 2011. This project will improve the surfaces of the ramps off of Illinois Route 83 at Ogden Avenue and 55th Street as well as others ramps in the general area (see attached plans cover sheet). This project will include work at night and ramp closures. Staff will post the construction dates on the Village website once they are announced.

State and Federal Funding Opportunities

A summary of the Grant Funds Awarded to or Applied for by the Village of Hinsdale is attached. The IEPA continues to delay announcement of the \$750,000 (maximum) Illinois Green Infrastructure Grant pending review by the Governor of the State of Illinois.

Cc: President and Board of Trustees
Dave Cook

Monthly Data
Veeck Park Wet Weather Facility
Hinsdale, IL

7/7/2011

Date	Bar Screen Channel Down Stream (feet)	Overflow Height Above Weir (feet)	Storage Tank Elevation (feet)	Precipitation (inches)
06/01/11	0.07		3.66	0.03
06/02/11	0.00		3.78	
06/03/11	0.04		3.90	
06/04/11	0.04		2.71	
06/05/11	0.01		2.51	
06/06/11	0.00		3.05	
06/07/11	0.00		3.32	
06/08/11	0.00		2.01	
06/09/11	0.00	1.0	26.00	2.72
06/10/11	0.00		18.80	0.24
06/11/11	0.11		2.69	0.10
06/12/11	0.10		2.67	
06/13/11	0.10		2.49	
06/14/11	0.11		3.44	
06/15/11	1.51		21.00	0.49
06/16/11	1.58		19.53	0.49
06/17/11	0.00		2.71	
06/18/11	0.00		3.42	
06/19/11	0.19		4.13	
06/20/11	0.51		2.87	0.24
06/21/11	0.02		3.20	
06/22/11	2.30		16.70	1.05
06/23/11	0.05		2.88	
06/24/11	0.04		3.21	
06/25/11	0.00		3.27	
06/26/11	0.01		3.33	
06/27/11	0.01		2.10	
06/28/11	0.01		3.38	
06/29/11	0.01		3.14	
06/30/11	0.01		2.62	

MEMORANDUM

TO: Chairman LaPlaca and EPS Committee
FROM: Engineering Department
DATE: July 11, 2011
RE: 2011 Resurfacing Opportunities for Additional Improvements

Date: 7/11/2011

1. There is approximately \$350,000 available in the budget for further resurfacing/infrastructure improvements.

2. Identified areas in need of improvement:

	Quantity	Units	Unit Cost	Total
A. First Street from Park to Elm (Brick St. Patching)				
1. Curb & Gutter R&R	1170	LF	\$ 21.00	\$ 24,570
2. Storm Sewer (Village estimate)	675	LF	\$ 256.00	\$ 172,800
2. Brick remove and replace				\$ 18,360
Total				\$ 215,730
B. Third Street from Garfield to County Line Road (HMA Resurfacing)				
1. Garfield to Park				\$ 41,208
2. Park to Elm				\$ 50,145
3. Elm to Oak				\$ 43,801
4. Oak to County Line Road				\$ 31,756
Total				\$ 166,910
C. Fourth Street from Garfield to County Line Road (HMA Resurfacing)				
1. Garfield to Park				\$ 39,460
2. Park to Elm				\$ 37,212
3. Elm to Oak				\$ 60,477
4. Oak to County Line Road				\$ 66,222
Total				\$ 203,371
D. Eighth Street from Garfield to County Line Road (PCC Patching)				
1. Garfield to Park				\$ 100,170
2. Park to Elm				\$ 73,462
3. Elm to Oak				\$ 85,554
4. Oak to County Line Road				\$ 63,800
Total				\$ 322,986
E. Eighth Place (Storm Sewer Separation)				
1. Storm Sewer Separation 8th Place to 8th Street)				\$ 215,000
F. North Madison/North Monroe Drainage Improvement				
1. North Madison & sideyard Storm Sewer Improvem't (45% solution)				\$ 249,000
2. Monroe Street Improvements (55% solution)				\$ 116,000
Total				\$ 365,000
G. Fifth & Grant Street Drainage Improvement				
1. Sixth Street/Robbins Park (2/3 solution)				\$ 116,000
2. Grant Street from Fifth to Sixth (1/3 solution)				\$ 117,000
Total				\$ 233,000
Total Improvements				\$ 1,721,997

MEMORANDUM

TO: Chairman LaPlaca and EPS Committee
FROM: Engineering Department
DATE: July 11, 2011
RE: Alley Paving in the Vicinity of the Chestnut Street Project

During the June 13, 2011 Environment and Public Service Committee meeting, residents of the alley immediately north of Chestnut Street between S. Bodin/Monroe presented a petition to have their alley paved at their expense and requested that storm sewer should be installed at the Village's expense. Chairman LaPlaca directed staff to canvas the residents in the vicinity to see if there is a consensus to improve other alleys.

There are seven alleys contiguous to the Chestnut Street Project (shown below). Three of these alleys are already have a hot-mix asphalt (HMA) pavement. Staff canvassed the residents on the blocks containing the unpaved alleys with the results shown below.

<u>Alley Location</u>	<u>N/S of Chestnut</u>	<u>Existing Material</u>	<u>Total # Residents</u>	<u>Responses</u>		<u>Estimated HMA/Storm Sewer Cost*</u>
				<u>Yes</u>	<u>No</u>	
Quincy/Bruner	N	HMA	22			
Quincy/Bruner	S	Aggregate	10	3		\$15,110
Bruner/Adams	N	HMA	22			
Bruner/Adams	S	Aggregate	9	3		\$15,110
Bodin/Monroe	N	Aggregate	8	6		\$ 8,775/6,210
Monroe/Thurlow	N	HMA	22			
Thurlow/Madison	N	Aggregate	23	7	1	\$29,250/23,700

*If agreed upon, Alley HMA paving costs would be paid for by the participating residents (those responding "yes"). The alley storm sewer costs would be funded by the Village. These alley storm sewers are currently not in the FY2011-12 budget.

cc: President and Board of Trustees
David Cook

Village of Hinsdale
Grant Funds Awarded in 2009 - 2011

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	Effective January 1, 2011	\$825,000
West Suburban Mass Transit	Car Sale Proceeds	Oak Street Bridge Eng/Construction	50/50 Reimbursement	\$395,000
Illinois Dept of Transportation	Federal Highway Bridge Program	Oak Street Bridge Phase I	July 2010 - 80/20	\$680,000
DuPage Mayors & Managers	Federal Stimulus	S. Garfield Reconstruction	Paid Through IDOT	\$1,632,000
Senator Dillard & Rep Bellock	Emergency Repair Program	Street resurfacing	Upon Project Completion	\$300,000
Representative Bellock	State Capital Bill	N. Washington Reconstruction	Upon issuance of bonds	\$340,000
New Local Transportation Projects	State Capital Bill	Road Improvements	20% released October, 2010	\$389,540
Lyons Township	Bond Proceeds	KLM Park Pavilion	Upon Project Completion	\$150,000
DuPage Mayors & Managers	STP Program	Oak Street Bridge	2015 Capital Budget	\$3,830,000
IDNR	OSLAD	Improvements to KLM	IDNR to award in May 2011	\$150,000
IEPA	ARRA/State Revolving Loan	Garfield Sewer Separation	Documents received 7/05/11	\$444,160
Total				<u>\$19,335,700</u>


Village of Hinsdale
Grant Applications Under Consideration

Source	Program	Purpose	Status	Amount
IEPA	ARRA/State Revolving Loan	Chestnut Sewer Separation	IEPA to award in 2010/11	\$3,728,196
IDOT	Federal Highway Bridge Grant	Oak Street Bridge Phases II & III	Committed to by IDOT	\$4,895,000
IEPA	Illinois Green Infrastructure Grant	Woodlands Drainage Program, Ph I	Application Pending	\$750,000
IDNR	PARC	Upgrade KLM Electrical Service	IDNR to award in 2011	\$60,375
Total				<u>\$9,433,571</u>

Note: Italicized Entries are changes from the previous month's information.

DATE: July 11, 2011

REQUEST FOR BOARD ACTION

AGENDA SECTION NUMBER	ENVIRONMENT & PUBLIC SERVICES	ORIGINATING DEPARTMENT	Community Development
ITEM	Approve Agreements for the Implementation of GIS – Geographic Information Systems	APPROVAL	
<p>The Village is looking to execute a Service Provider Contract and a Membership Agreement with the Geographic Information Systems (GIS) Consortium, for the purposes of providing GIS services to the Village. The Village has never had a functional GIS system and to date all mapping and record maintenance has been done manually. All maps are paper and have been updated by hand. The benefits of GIS are abundant however the most substantial benefit of the Consortium membership is that it provides smaller communities, such as Hinsdale, the full benefits and resources of GIS, without the cost, maintenance and management requirements associated with a full-time GIS department.</p> <p>The costs associated with membership in the GIS Consortium have been approved as part of the 2011-2012 budget. The approval of the Service Provider Contract and Membership Agreement will allow the Village to utilize the allocated funds to move forward with implementation of our new system as planned.</p> <p>Based on this information, staff is seeking a motion to enter into a membership agreement with the GIS Consortium and a service agreement with Municipal GIS Partners, Inc. (MGP), to provide GIS services for the 2011-12 fiscal year in an amount not to exceed \$71,000. While \$71,000 has been appropriated for 2011-2012 you will note a total cost of \$48,358 in the attached budget. Both of these numbers reflect a mid-year implementation however it is our hope that the Village be able to operate the GIS system through a cloud environment which would eliminate the need for additional hardware and software to be managed and maintained here in the Village Hall. As such, the number reflected in the attached budget references the total should the Village be able to utilize the system in cloud. Village Staff will be working with MGP over the next couple of months to determine the feasibility of utilizing this system. It should also be noted that this membership would be an ongoing annual commitment by the Village and not a one-time expenditure.</p> <p>If the Committee concurs with staff's recommendation, the following motions would be appropriate</p> <p>MOTION: To Approve a Membership Agreement between the Village of Hinsdale and the Geographic Information System Consortium.</p> <p>MOTION: To Approve a GIS Consortium Service Provider Contract between the Village of Hinsdale and Municipal GIS Partners, Inc.</p> <p>MOTION: To Designate to the GIS Consortium Board of Directors, Sean Gascoigne, Village Planner as Director and Robb McGinnis, Director of Community Development as Alternate Director.</p>			
APPROVAL	APPROVAL	APPROVAL	APPROVAL
MANAGER'S APPROVAL 			
COMMITTEE ACTION:			
BOARD ACTION:			



**Village of
Oak Brook**

1200 Oak Brook Road
Oak Brook, IL 60523-2255
Website
www.oak-brook.org

Administration
630.368.5000
FAX 630.368.5045

**Community
Development**
630.368.5101
FAX 630.368.5128

**Engineering
Department**
630.368.5130
FAX 630.368.5128

Fire Department
630.368.5200
FAX 630.368.5250

Police Department
630.368.8700
FAX 630.368.8739

**Public Works
Department**
630.368.5270
FAX 630.368.5295

**Oak Brook
Public Library**

600 Oak Brook Road
Oak Brook, IL 60523-2200
630.368.7700
FAX 630.368.7704

Oak Brook Sports Core

Bath & Tennis Club
700 Oak Brook Road
Oak Brook, IL 60523-4600
630.368.6420
FAX 630.368.6439

Golf Club
2606 York Road
Oak Brook, IL 60523-4602
630.368.6400
FAX 630.368.6419

June 28, 2011

To Whom It May Concern:

Re: Professional Recommendation for the GIS Consortium

I am writing this letter as an enthusiastic recommendation for membership in the GIS Consortium (GISC). Oak Brook has had the pleasure of being a GISC member since 2008, which has contributed significantly to both our GIS program and the Village as a whole.

Oak Brook made several attempts to run a GIS program internally. We did not get the results we expected because of ongoing challenges with staffing and maintaining our own program. In turn, we investigated the GIS Consortium as a solution to our needs. We found an experienced model that had a proven track record of success.

What sets GISC membership apart from other models in our eyes is the attention to detail, accountability and customer service. The accuracy and data standards developed by the GISC provide a level of detail that is not seen in commercial products or from other GIS vendors. Accountability to community residents and staff is another benefit. The GISC is accountable to all its members by providing GIS 5-year budgets, program plans and an annual community report documenting efficiencies realized by community projects and its web application, MapOffice™. In my experience, this type of accountability is rarely seen. Moreover, the GISC and its staff have demonstrated exemplary customer service through the years, going above and beyond what we expect of them by providing after-hours and emergency support. Some of our notable projects for which GIS was a critical component include:

- Emergency response maps from the June 23, 2010 storm
 - Detailed maps of impacted areas related to streetlights, downed trees, and flooding were critical to our assessment, cleanup and recovery process. The turnaround time of mapping and post-storm analysis would not be possible without an internal GIS program. GIS provides the ability to quickly respond to emergency events to assure life and property are saved.
- Fire Department Response Time Analysis
 - Series of maps displaying response times from Oak Brook fire stations to areas within the Village. Analysis included mutual aid response times from Westmont fire stations to a range of addresses with varying degrees of difficulty to travel to. Maps and analysis would not be possible without GIS, and the information gathered allowed the fire department to plan responses in accordance to the fastest possible route.

- Capital improvement plans
 - GIS targeted problem areas related to water main breaks and streetlights to assure that high problem areas are given priority when it comes to repair and replacement. The ability to analyze historical trends greatly improves our CIP efforts, by allowing for accurate projections of costs, detailed project maps, and an improved ability to interact with other contractors.

All consortium members benefit from the use of MapOffice™ and the regular availability of an on-site skilled GIS professional to oversee community projects. Additionally we see significantly lowered costs through the sharing of base mapping collection, technology development, procurement of services and software.

The GISC model is the best GIS solution for our community's needs. I would recommend joining the GIS Consortium without reservation to any local government. Please call me or e-mail me if you have any questions regarding our membership in the Consortium (630-368-5270; mhullihan@oak-brook.org).

Sincerely,

A handwritten signature in black ink, appearing to read 'Mike Hullihan', with a stylized, cursive script.

Mike Hullihan, P.E.
Village Engineer

PROGRAM STAFFING	2011	2012	2013	2014	2015
GISC Manager	3,555	4,479	4,703	4,939	5,186
GISC Data Administrator	3,555	4,479	4,703	4,939	5,186
GISC Developer	3,555	4,479	4,703	4,939	5,186
GISC Coordinator	3,415	4,303	4,519	4,745	4,982
GISC Analyst	2,846	3,586	3,765	3,954	4,151
GISC Specialist	27,332	34,438	36,160	37,968	39,866
PROGRAM STAFFING SUB-TOTAL	44,259	55,766	58,554	61,482	64,556
LAYER DEVELOPMENT					
Photogrammetric Mapping					
Rapid conversion	7,500				
LAYER DEVELOPMENT SUB-TOTAL	7,500				
HARDWARE					
GIS Workstation					
GIS Server					
Plotter/printer					
GIS Local Thin-client	1,200				
GIS Remote Access Service (RAS)	1,726	1,726	1,726	1,726	1,726
HARDWARE SUB-TOTAL	2,926	1,726	1,726	1,726	1,726
SOFTWARE					
Arc/Info (ESRI)					
ArcView Licenses (ESRI)	3,150	3,150			
ArcGIS Server (ESRI)					
GISC Shared Initiatives		1,127	1,130	890	890
SOFTWARE SUB-TOTAL	3,150	4,277	1,130	890	890
MAINTENANCE & LICENSES					
Hardware - GIS Workstation					
Hardware - GIS Server					
Hardware - Plotter/printer					
Software - Arc/Info (ESRI)					
Software - ArcView Licenses (ESRI)		700	1,200	1,200	1,200
Software -ArcGIS Server (ESRI)					
MAINTENANCE & LICENSES SUB-TOTAL		700	1,200	1,200	1,200
OTHER COSTS					
Supplies & Materials & Postage	500	750	750	750	750
Furniture & Fixtures	600				
GISC Initiation Fee	6,000				
OTHER COSTS SUB-TOTAL	7,100	750	750	750	750
TOTAL PROGRAM BUDGET	64,935	63,219	63,360	66,048	69,122

DRAFT

VILLAGE OF HINSDALE

ORDINANCE NO. O2011-_____

**AN ORDINANCE APPROVING A MEMBERSHIP AGREEMENT
FOR A GEOGRAPHIC INFORMATION SYSTEM CONSORTIUM
AND ADDENDUM TO THE AGREEMENT**

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.* (2011), authorize units of local government to contract or otherwise associate among themselves to obtain or share services, to exercise, combine or transfer any power or function, in any manner not prohibited by law; and

WHEREAS, the parties to the Agreement for a Geographic Information System Consortium ("Agreement"), attached hereto and incorporated herein by reference, including the Village of Hinsdale ("Village") and the Addendum to the Agreement ("Addendum"), are public agencies as that term is defined in the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

WHEREAS, the Village desires to enter into the Agreement and the Addendum regarding the operation of a consortium to develop and share geographic system information with the other public agencies to the Agreement.

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

Section 1. Recitals Incorporated. The above recitals are incorporated herein as though fully set forth.

Section 2. Agreement and Addendum Approved. The Membership Agreement for a Geographic Information System Consortium ("Agreement") and the Addendum to the Agreement ("Addendum") are both approved in substantially the forms attached.

Section 3. Execution of Agreement and Addendum. The Village President is authorized and directed to execute both the Agreement and the Addendum on behalf of the Village in substantially the form attached.

Section 4. Severability and Repeal of Inconsistent Ordinances. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance. All ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. Effective Date. This Ordinance shall be in full force and effect after its passage, approval, and publication in pamphlet form in the manner provided by law.

PASSED this ____ day of _____ 2011.

AYES:

NAYS:

ABSENT:

APPROVED this ____ day of _____ 2011.

Thomas K. Cauley, Jr., Village President

ATTEST:

Christine M. Bruton, Village Clerk

**ADDENDUM TO THE MEMBERSHIP AGREEMENT FOR
A GEOGRAPHIC INFORMATION SYSTEM CONSORTIUM**

THIS ADDENDUM TO THE MEMBERSHIP AGREEMENT FOR A GEOGRAPHIC INFORMATION SYSTEM CONSORTIUM (hereinafter "Addendum"), is entered this ____ day of _____, 2011, by and between the Geographic Information System Consortium ("GISCon") and the Village of Hinsdale ("Village").

NOW THEREFORE, in consideration of the mutual covenants contained in this Addendum, the parties hereto agree as follows:

1.0 AMENDMENT TO AGREEMENT

1.1. Section IX(2) of the Membership Agreement for a Geographic Information System Consortium ("Agreement") is revised to add the underlined language below to read as follows:

Section 2. A Member withdrawing from membership at a time when such withdrawal does not result in dissolution of GISCon shall forfeit its claim to any assets of GISCon. Any member that withdraws shall be subject to the provisions of this Agreement. In addition, any Member that withdraws shall promptly remove, at its own expense, any and all software, maps or other data that was not developed exclusively for the Member's benefit and shall be entitled to retain any such software, maps or other data, except under terms as provided for elsewhere in this Agreement. The withdrawing Member shall, within thirty (30) days of withdrawal, file a certification with the Board, verifying compliance with this Section.

1.2. All other terms of the Agreement shall be in full force and effect.

2.0 EFFECTIVE DATE.

2.1. The effective date of this Addendum shall be the date that the Village Clerk for the Village attests the signature of the Village President as set forth below.

3.0 BINDING AUTHORITY.

3.1. The individuals executing this Addendum on behalf of the Consortium and the Village represent that they have the legal power, right, and actual authority to bind their respective parties to the terms and conditions of this Addendum.

THE PARTIES TO THIS ADDENDUM by their signatures acknowledge they have read and understand this Addendum and intend to be bound by its terms.

VILLAGE OF HINSDALE

**GEOGRAPHIC INFORMATION SYSTEM
CONSORTIUM**

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

By: Jon Duddles
Its: President

ATTEST

ATTEST

By: Christine M. Bruton
Its: Village Clerk

By:
Its:

Dated: _____

Dated: _____

MEMBERSHIP AGREEMENT FOR A GEOGRAPHIC
INFORMATION SYSTEM CONSORTIUM

This Agreement is entered into this ____ day of _____, 20____, by and between the municipalities that have executed this Agreement pursuant to its terms (all municipalities are collectively referred to as "Parties").

W I T N E S S E T H:

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 and Section 3 of the Illinois Intergovernmental Cooperation Act authorize and encourage the entering into of Intergovernmental Agreements between units of local government;

WHEREAS, the Parties desire to enter into an Intergovernmental Agreement setting forth the responsibilities of the Parties with regard to the operation of a consortium to develop and share geographic information system information;

WHEREAS, the Parties desire to limit the cost of developing geographic information systems for their communities by participating in group training, joint purchasing and development and innovation sharing;

NOW, THEREFORE, in consideration of the mutual covenants of this Agreement and other good and valuable consideration, the Parties agree as follows:

I. General Purpose

The general purpose of this Agreement is to provide for an organization through which the Parties may jointly and cooperatively procure professional services for the establishment,

operation and maintenance of a geographic information system for the use and benefit of the Parties.

II. Construction and Definitions

Section 1. The language in the text of this Agreement shall be interpreted in accordance with the following rules of construction:

- (a) The singular number includes the plural number and the plural the singular,
- (b) The word "shall" is mandatory; the word "may" is permissive; and
- (c) The masculine gender includes the feminine and neuter

Section 2. When the following words and phrases are used, they shall, for the purposes of this Agreement, have the meanings respectively ascribed to them in this Section, except when the context otherwise indicates.

- (a) "GEOGRAPHIC INFORMATION SYSTEM CONSORTIUM" or "GISCon" means the organization created pursuant to this Agreement.
- (b) "GIS," means geographic information system.
- (c) "BOARD" means the Board of Directors of GISCon, consisting of one (1) Director (and one (1) alternate Director) from each governmental unit, which is a member of GISCon.
- (d) "CORPORATE AUTHORITIES" means the governing body of the member governmental unit.
- (e) "MEMBER" means a Governmental Unit, which enters into this Agreement and is, at any specific time not in default as set forth in this Agreement.
- (f) "FORMER MEMBER" means any entity, which was once a Member, but has either withdrawn from GISCon or whose membership was terminated pursuant to this Agreement.
- (g) "UNIT OF LOCAL GOVERNMENT" or "GOVERNMENTAL UNIT" means and includes any political subdivision of the State of Illinois or any department or agency of the state government or any city, village or any taxing body.

- (h) "SOFTWARE" means computer programs, form designs, user manuals, data specifications and associated documentation.
- (i) "SERVICE PROVIDER" means any professional services firm(s) that GISCon designates as the firm(s) to establish, operate, maintain or support geographic information systems, for the Members.
- (j) "SECONDARY SERVICE PROVIDER" means a Service Provider not limited to a supplier of software, hardware, mapping or other services.
- (k) "INTELLECTUAL PROPERTY" means any and all software, data or maps generated by or for GISCon. Such intellectual property shall be considered privileged and confidential trade secrets and shall constitute valuable formulae, design and research data or which Members have given substantial consideration.

III. Membership

Section 1. Any Governmental Unit may be eligible to become a member of GISCon.

Section 2. A Governmental Unit desiring to be a member shall execute a counterpart of this Agreement and shall pay initial membership dues of a minimum of Four Thousand Dollars (\$4,000) and a maximum of Twenty Thousand Dollars (\$20,000) to be pro-rated in accordance with the formula contained in Exhibit A. Payment shall be made to the Treasurer of GISCon to offset the cost of the legal and administrative expenses of the formation, operation and administration of GISCon.

Section 3. Members shall enter into a GIS service contract, with the Service Provider substantially conforming with the agreement attached in Exhibit B or as modified by the GISCon Board, within one (1) year of signing this Agreement. Members are expected to enter into any agreements with Secondary Service Providers deemed necessary for the functioning of GISCon within a reasonable time as determined by the Board of Directors. Members shall be subject to the provisions of this Agreement, including but not limited to Article XIV.

Section 4. Any Governmental Unit desiring to enter into this Agreement may do so by the duly authorized execution of a counterpart of this Agreement by its proper officers. Thereupon, the clerk or other corresponding officer of the Governmental Unit shall file a duly executed copy

of the Agreement, together with a certified copy of the authorizing resolution or other action, with the GISCon President. The resolution authorizing the execution of the Agreement shall also designate the first Director and alternate for the Member.

Section 5. The Charter Members shall be the Members consisting of Glencoe, Highland Park, Lincolnshire and Park Ridge.

Section 6. Any Member joining GISCon agrees, upon joining, that if it is to become a Former Member, it will be bound by all of the obligations of a Former Member as set forth in this Agreement.

Section 7. Former members will require a two-thirds (2/3) majority Member vote in order to rejoin the Consortium.

IV. Board of Directors

Section 1. The governing body of GISCon shall be its Board of Directors. Each Member shall be entitled to one (1) Director, who shall have one (1) vote.

Section 2. Each Member shall also be entitled to one alternate Director who shall be entitled to attend meetings of the Board and who may vote in the absence of the Member's Director.

Section 3. The Corporate Authorities of each Member shall appoint Directors and alternate Directors. In order for GISCon to develop data processing and management information systems of maximum value to Member Governmental Units, the Members shall appoint, as their Directors and alternates, a chief administrative officer, a department head and employees with significant management responsibility and experience. Directors and alternates shall serve without compensation from GISCon.

Section 4. A vacancy shall immediately occur in the office of any Director upon his resignation, death or ceasing to be an employee of the Member.

V. Powers and Duties of the Board

Section 1. The powers and duties of the Board shall include the powers set forth in this

Article.

Section 2. It shall take such action, as it deems necessary and appropriate to accomplish the general purposes of the organization in negotiating with a Service Provider to determine annual rates and usage levels for the members and other ancillary powers to administer GISCon.

Section 3. It may establish and collect membership dues.

Section 4. It may establish and collect charges for its services to Members and to others.

Section 5. It may exercise any other power necessary and incidental to the implementation of its powers and duties.

VI. Officers

Section 1. The officers of the Board shall consist of a President, a Vice-President, a Secretary and a Treasurer. Powers and duties are described in the By-Laws.

VII. Financial Matters

Section 1. The fiscal year of GISCon shall be the calendar year.

Section 2. An annual budget for the next fiscal year shall be adopted by the Board at the annual meeting by December 31st of each year. Copies shall be provided to the chief administrative officer of each Member.

Section 3. The Board shall have authority to adjust cost sharing charges for all Members in an amount sufficient to provide the funds required by the budgets of GISCon.

Section 4. Billings for all charges shall be made by the Board and shall be due when rendered. Any Member whose charges have not been paid within 90 days after billing shall be in default and shall not be entitled to further voting privileges or to have its director hold any office on the Board and shall not use any GISCon facilities or programs until such time as such Member is no longer in default. Members in default shall be subject to the provisions within this Agreement. In the event that such charges have not been paid within 90 days of such billing, such defaulting Member shall be deemed to have given, on such 90th day, notice of withdrawal from membership. In the event of a bona fide dispute between the Member and the Board as to

the amount which is due and payable, the member shall nevertheless make such payment in order to preserve its status as a Member, but such payment may be made under protest and without prejudice to its right to dispute the amount of the charge and to pursue any legal remedies available to it. Withdrawal shall not relieve any such Member from its financial obligations as set forth in this Agreement.

Section 5. Nothing contained in this Agreement shall prevent the Board from charging nonmembers for services rendered by GISCon, on such basis, as the Board shall deem appropriate.

Section 6. It is anticipated that certain Members may be in a position to extend special financial assistance to GISCon in the form of grants. The Board may credit any such grants against any charges, which the granting Member would otherwise have to pay. The Board may also enter into an agreement, as a condition to any such grant, that it will credit all or a portion of such grant towards charges, which have been made or in the future may be made against one or more specified Members.

Section 7. The Board, in accordance with procedures established in the By-Laws may expend board funds. The Board must authorize all expenditures by simple majority.

VIII. Termination of Membership

Section 1. Failure to enter into an agreement with the Service Provider within one (1) year of GISCon's designation of the Service Provider shall be cause for the termination of membership. A 30-day written notice will be given to a Member that fails to enter into an agreement with the Service Provider as provided in this Section. Upon the failure to enter into an agreement at the end of the thirty-day (30) notice period, its membership shall be terminated.

Section 2. Failure to enter into an agreement within thirty 30 days of expiration of the previous agreement with Service Provider shall result in membership termination.

Section 3. A member may be terminated for cause based on an affirmative vote of two-thirds (2/3) of the Board of Directors.

Section 4. Upon termination of any Member, the Member shall be responsible for:

- (a) All of its pro-rated share of any obligations;

- (b) Its share of all charges to the effective date of termination; and
- (c) Any contractual obligations it has separately incurred with GISCon or the Service Provider.

Section 5. A Member terminated from membership at a time when such termination does not result in dissolution of GISCon, shall forfeit its claim to any assets of GISCon. Any terminated Member shall be subject to the provisions described elsewhere in this agreement.

IX. Withdrawal

Section 1. Any Member may at any time give written notice of withdrawal from GISCon. The nonpayment of charges as set forth in this Agreement or the refusal or declination of any member to be bound by any obligation to GISCon shall constitute written notice of withdrawal.

- (a) Actual withdrawal shall not take effect for a period of six (6) months from the date of such notification.
- (b) Upon effective withdrawal the withdrawing member shall continue to be responsible for:
 - (i) All of its pro-rated share of any obligations;
 - (ii) Its share of all charges to the effective date of termination;
 - (iii) Any contractual obligations it has separately incurred with GISCon or the Service Provider(s).

Section 2. A Member withdrawing from membership at a time when such withdrawal does not result in dissolution of GISCon shall forfeit its claim to any assets of GISCon. Any Member that withdraws shall be subject to the provisions of this Agreement. In addition, any Member withdrawing shall promptly remove, at its own expense, any and all software, maps or other data that was not developed exclusively for the Member's benefit, except under terms as provided for elsewhere in this Agreement. The withdrawing Member shall, within thirty (30) days of withdrawal, file a certification with the Board, verifying compliance with this Section.

X. Dissolution

Section 1. GISCon shall be dissolved whenever:

- (a) A sufficient number of Members withdraw from GISCon to reduce the total number of Members to less than two (2) or
- (b) By two-thirds (2/3) vote of all Directors.

Section 2. In the event of dissolution, the Board shall determine the procedures necessary to affect the dissolution and shall provide for the taking of such measures as promptly as circumstances permit subject to the provisions of this Agreement.

Section 3. Upon dissolution, after payment of all obligations the remaining assets of GISCon shall be distributed among the then existing Members in proportion to their contributions to GISCon during the entire period of such Member's membership, as determined by the Board. The computer software that GISCon developed for its membership shall be available to the Members, subject to such reasonable rules and regulations, as the Board shall determine.

Section 4. If, upon dissolution, there is an organizational deficit, such deficit shall be charged to and paid by the Members and Former Member in accordance with obligations as described in Article IX on a pro-rata basis, the pro-rata basis is calculated from the Members' contributions to GISCon during the two (2) years preceding the date of the vote to dissolve.

Section 5. In the event of dissolution the following provisions shall govern the distribution of computer software owned by GISCon:

- (a) All such software shall be an asset of GISCon.
- (b) A Member may use any software developed during its membership in accordance with this agreement, upon:
 - (i) Paying any unpaid sums due GISCon,
 - (ii) Paying the costs of taking such software, and
 - (iii) Complying with reasonable rules and regulations of the Board relating to the taking and use of such software. Such rules and regulations may include a reasonable time within which any Member must take such software.

XI. General Conditions

Section 1. Notice. All notices hereunder shall be in writing, and shall be deemed given when delivered in person or by United States certified mail, with return receipt requested, and if mailed, with postage prepaid. All notices shall be addressed as follows:

If to GISCon:

President of GISCon

With a copy to the GISCon Secretary

If to Member:

Each party shall have the right to designate other addresses for service of notices, provided notice of change of address is duly given.

Section 2. The Parties certify that they are not barred from entering into this Agreement as a result of violations of either Section 33E-3 or Section 33E-4 of the Illinois Criminal Code and that they each have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A)(4).

XII. Duration

This agreement shall continue in effect indefinitely, until terminated in accordance with its terms or until GISCon is dissolved.

XIII. Member Software Usage

Section 1. No Member or Former Member shall:

- (a) Permit any other parties to use, modify, translate, reverse engineer, decompile,

disassemble (except to the extent applicable laws specifically prohibit such restriction) or create derivative works based on the software;

- (b) Copy the software, unless part of normal backup procedures;
- (c) Sell, rent, lease, license, give away or grant a security interest in or otherwise transfer rights to the software; or
- (d) Remove any proprietary notices or labels on the software without written permission from the Board.

Section 2. In the event of default, withdrawal or termination of membership of a Member, that Member may use, under license granted by the Board, any software developed during its membership upon:

- (a) Paying to the Board any unpaid sums due GISCon and
- (b) Paying any reasonable costs established by the Board for licensing such software.

XIV. Service Provider

Section 1. For the purposes of this article, the Service Provider is defined as the Service Provider and Secondary Service Provider.

Section 2. The term of any Service Provider shall be as set forth in the Service Provider Agreement.

Section 3. The Board may at any time by a majority vote name a new Service Provider, whose term shall begin at such time as the Board may authorize.

Section 4. A Service Provider's term shall be renewed upon such terms as the Board may approve.

Section 5. The Board may terminate the services of a Service Provider at any time, subject only to the Service Provider agreement.

Section 6. The Board may enter into agreements with more than one Service Provider if it deems it appropriate to do so.

XV. Intellectual Property

Section 1. Members agree that no assignments, licenses, sales, authorization of reuse by others, giveaways, transfer or any other grant of Intellectual Property rights will be made to any third party without written permission from the Board.

Section 2. It is understood that this Agreement does not grant to any Member or any employees, partners or other business associates thereof, any rights in any Intellectual Property or any inherent protectable interests, except those specifically provided by this Agreement.

XVI. Execution of Agreement

This Agreement may be executed in any number of counterparts, each of which shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as GISCon and the Members or additional Members shall preserve undestroyed, shall together constitute but one and the same instrument.

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EXHIBIT A

INITIAL MEMBERSHIP DUES FORMULA

Membership Fee = Basis x Allocation

Where: Basis = \$20,000

Allocation = Calculated by Consortium for member based on size, density, and other considerations

Fee Illustration

Allocation	Membership Fee
0%	NA
20%	\$4,000
30%	\$6,000
40%	\$8,000
50%	\$10,000
60%	\$12,000
80%	\$16,000
90%	\$18,000
100%	\$20,000

EXHIBIT B

GIS Consortium Service Provider Contract

IN WITNESS WHEREOF, the undersigned have caused this Agreement for the Creation of a Geographic Information System Consortium to be executed in the Members respective name, and have caused this Agreement for the Creation of a Geographic Information System Consortium to be attested, all by their duly authorized officers and representatives, and have caused the Agreement for the Creation of a Geographic Information System Consortium to be dated this ____ day of, _____ 20 ____.

_____ of _____

By: _____

Its: _____

ATTEST:

Village/City Clerk

Seal

GIS Consortium Service Provider Contract

This CONTRACT made and entered into this 21st day of June, 2011, by and between the Village of Hinsdale, an Illinois municipal corporation (hereinafter referred to as "**Village**"), and Municipal GIS Partners, Inc. (MGP), 701 Lee Street, Suite 1020, Des Plaines, Illinois 60016 (hereinafter referred to as "**Consultant**"); and

WHEREAS, the Village desires to engage the Consultant to provide support services in connection with the Village's geographical information system ("**GIS**"); and

WHEREAS, the Consultant represents to be in compliance with Illinois Statutes relating to professional registration of individuals and has the necessary expertise and experience to furnish such services upon the terms and conditions set forth herein below;

NOW, THEREFORE, it is hereby agreed by and between the Village and the Consultant that:

I. SCOPE OF SERVICES

The Scope of Services shall be as set forth in the "Proposal for Geographic Information System Services" (Attachment 1). Should there be a conflict in terms between this Contract and the Proposal, this Contract shall control.

II. PERFORMANCE OF WORK

All work hereunder shall be performed under the direction of the Village Manager of the Village or his designee (hereinafter referred to as the "**Village Manager**").

III. INDEPENDENT CONTRACTOR

The Consultant shall at all times be deemed to be an independent contractor, engaged by the Village to perform the services set forth in Attachment 1. Neither the Consultant nor any of its employees shall be considered to be employees of the Village for any reason, including but not limited to for purposes of workmen's compensation law, Social Security, or any other applicable statute or regulation.

IV. PAYMENT TO THE CONSULTANT

For work associated with the project, the Consultant shall be reimbursed in an amount NOT TO EXCEED \$45,985.

- A. The Consultant shall submit invoices in a format approved by the Village.
- B. The Consultant shall maintain records showing actual time devoted and cost incurred. The Consultant shall permit the authorized representative of the Village to inspect and audit all data and records of the Consultant for work done under this Contract. The Consultant shall make these records available at reasonable times during the Contract period, and for a year after termination of this Contract.
- C. The Village shall make monthly payments to the Consultant based upon actual progress, within 30 days after receipt of invoice.

V. TERMINATION OF AGREEMENT

Notwithstanding any other provision hereof, the Village may terminate this Contract at any time upon fifteen (15) days prior written notice to the Consultant. In the event that this Contract is so terminated, the Consultant shall be paid for services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of work completed determined on the basis of the percentage completed as agreed upon between the Village and the Consultant.

VI. TERM

This Contract shall become effective as of the date the Consultant is given a written Notice to Proceed and, unless terminated for cause or pursuant to Article V foregoing, shall expire on April 30, 2012, or on the date the Village Manager determines that all of the Consultant's work under this Contract is completed. A determination of completion shall not constitute a waiver of any rights or claims which the Village may have or thereafter acquire with respect to any breach hereof by the Consultant.

VII. RENEWAL OF CONTRACT

The Village shall decide at least sixty (60) days before the end of the Term, as defined in Article VI of this Contract, whether the Village desires to engage the Consultant in another Contract to provide support services in connection with the Village's geographical information system. The Village shall provide the Consultant written notice within thirty (30) days of said decision.

VIII. NOTICE OF CLAIM

If the Consultant wishes to make a claim for additional compensation as a result of action taken by the Village, the Consultant shall give written notice of his claim within fifteen (15) days after occurrence of such action. No claim for additional compensation shall be valid unless so made. Any changes in the Consultant's fee shall be valid only to the extent that such changes are included in writing signed by the Village and the Consultant. Regardless of the decision of the Village Manager relative to a claim submitted by the Consultant, all work required under this Contract as determined by the Village Manager shall proceed without interruption.

IX. BREACH OF CONTRACT

If any party violates or breaches any term of this Contract, such violation or breach shall be deemed to constitute a default, and the other party has the right to seek such administrative, contractual or legal remedies as may be suitable to the violation or breach; and, in addition, if any party, by reason of any default, fails within thirty (30) days after notice thereof by the other party to comply with the conditions of the Contract, the other party may terminate this Contract.

X. INDEMNIFICATION

The Consultant shall indemnify and save harmless the Village and its officers and employees from and against any and all loss, liability and damages of whatever nature, including Workmen's Compensation claims by Consultant's employees, in any way resulting from or arising out of negligent actions or omissions of the Consultant in connection herewith, including negligent actions or omissions of

employees or agents of the Consultant arising out of the performance of this Contract.

XI. NO PERSONAL LIABILITY

No official, director, officer, agent, or employee of any party shall be charged personally or held contractually liable by or to the other party under any term or provision of this Contract or because of its or their execution, approval, or attempted execution of this Contract.

XII. NON-DISCRIMINATION

In all hiring or employment made possible or resulting from this Contract, there shall be no discrimination against any employee or applicant for employment because of sex, age, race, color, creed, national origin, sexual orientation, marital status, of the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification, and this requirement shall apply to, but not be limited to, the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. No person shall be denied, or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Contract on the grounds of sex, race, color, creed, national origin, marital status, the presence of any sensory, mental or physical handicap or age except minimum age and retirement provisions. Any violation of this provision shall be considered a violation of a material provision of this Contract and shall be grounds for cancellation, termination or suspension, in whole or in part, of the Contract by the Village.

XIII. ASSIGNMENT AND SUCCESSORS

This Contract and each and every portion thereof shall be binding upon the successors and the assigns of the parties hereto; provided, however, that no assignment shall be made without the prior written consent of the Village.

XIV. DELEGATING AND SUBCONTRACTING

Any assignment, delegation or subcontracting shall be subject to all the terms, conditions and other provisions of this Contract and the Consultant shall remain liable to the Village with respect to each and every item, condition and other provision hereof to the same extent that the Consultant would have been obligated if it had done the work itself and no assignment, delegation or subcontract had been made.

XV. NO CO-PARTNERSHIP OR AGENCY

It is understood and agreed that nothing herein contained is intended or shall be construed to, in any respect, create or establish the relationship of co-partners between the Village and the Consultant, or as constituting the Consultant as the general representative or general agent of the Village for any purpose whatsoever.

XVI. SEVERABILITY

The parties intend and agree that, if any paragraph, subparagraph, phrase, clause, or other provision of this Contract, or any portion thereof, shall be held to be void or otherwise unenforceable, all other portions of this Contract shall remain in full force and effect.

XVII. HEADINGS

The headings of the several paragraphs of this Contract are inserted only as a matter of convenience and for reference and in no way are they intended to define, limit, or describe the scope of intent of any provision of this Contract, nor shall they be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

XVIII. MODIFICATION OR AMENDMENT

This Contract constitutes the entire Contract of the parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written amendment duly executed by the parties. Each party agrees that no representations or warranties shall be binding upon the other party unless expressed in writing herein or in a duly executed amendment hereof, or Change Order as herein provided.

XIX. APPLICABLE LAW

This Contract shall be deemed to have been made in, and shall be construed in accordance with the laws of the State of Illinois.

XX. NEWS RELEASES

The Consultant may not issue any news releases without prior approval from the Village Manager nor will the Consultant make public proposals developed under this Contract without prior written approval from the Village Manager prior to said documentation becoming matters of public record.

XXI. COOPERATION WITH OTHER CONSULTANTS

The Consultant shall cooperate with any other persons in the Village's employ on any work associated with the project.

XXII. NOTICES

All notices, reports and documents required under this Contract shall be in writing and shall be mailed by first class mail, postage prepaid, addressed as follows:

If to Village:

Village of Hinsdale
Sean Gascoigne
19 East Chicago Avenue
Hinsdale, IL 60521

If to Consultant:

MGP, Inc.
Thomas A. Thomey
701 Lee Street, Suite 1020
Des Plaines, IL 60016

XXIII. INTERFERENCE WITH PUBLIC CONTRACTING: P.A. 85-1295

The Consultant certifies hereby that it is not barred from entering into this Contract as a result of violations of either Section 33E-3 or Section 33E-4 of the Illinois Criminal Code.

XXIV. SEXUAL HARASSMENT POLICY: 775 ILCS 5/2-105(A)(4)

The Consultant certifies hereby that it has a written Sexual Harassment Policy in full compliance with 775 ILCS 5/2-105(A)(4).

XXV. WRITTEN COMMUNICATIONS

All recommendations and other communications by the Consultant to the Village Manager and to other participants, which may affect cost or time of completion, shall be made or confirmed in writing. The Village Manager may also require other recommendations and communications by the Consultant be made or confirmed in writing.

IN WITNESS WHEREOF, the undersigned have placed their hands and seals hereto on the date first above written.

ATTEST:

Village Clerk

Village Manager

ATTEST:

CONSULTANT

By _____

By _____

Its _____

Its _____

Proposal for Geographic Information System Services
Attachment 1

1) GENERAL PURPOSE

The purpose of this agreement is for the Village to enter an agreement with the Consultant for all or part of its geographic information system (GIS) management, development, operation, and maintenance. In addition to supporting the existing GIS program, the Consultant will identify opportunities for continued development and enhancement.

The Village will be sharing management, development, and maintenance expertise and staffing with other municipalities as a member of the Geographic Information System Consortium (GISC). The benefits to the Village include, but are not limited to, collective bargaining for rates and services, shared development costs, and joint purchasing and training.

The Consultant is the sole Service Provider for GISC and is responsible for providing the necessary GIS professional resources to support this entity. The Consultant will facilitate and manage resource, cost, and technical innovation sharing among GISC members.

2) CONFIDENTIALITY

This attachment includes proprietary and confidential information. It shall not be copied, circulated, or otherwise provided to any person or organization that is not part of the process established for its consideration without the advance written permission of MGP, Inc.,

3) SERVICE TYPES

For the purpose of cost accounting, the Consultant will provide two (2) service types to the Village. The intent of this distinction is to track specific types of investment without overburdening general operation of the GIS program. Many of these services will go unnoticed to the Village but are required to sustain the GIS program. The Consultant will employ reasonable professional discretion when specific direction is not provided by the Village or the GIS Consortium.

- A. Services relate to the direct management, development, operation, and maintenance of the Village GIS required to reasonably support the system.
- B. Services relating to the investigation, research, and development of new functionality and capability for the GIS Consortium and its members.

4) SERVICES

The Consultant will help provide the necessary resources to support the Village GIS program. The allocation of these resources will be reasonably commensurate with the level of expertise required to fulfill the specific task thus enabling efficient use of Village investment. The Consultant includes, but is not limited to, the following personnel:

- A. A GIS Manager that is responsible for the overall implementation of the GIS program based on the directions and instructions of the Village. The GIS Manager will provide senior-consultant services and will provide coordination and facilitation of GISC developments and initiatives. Budget forecasting and work reporting will be provided by the GIS Manager as directed by the Village.
- B. A GIS Coordinator is responsible for the operation of the GIS program including the coordination of resources. The GIS Coordinator will provide services to the Village in determining the short- and long-term needs of the GIS program. The GIS Coordinator will be responsible for managing the program resources including Consultant resources, external agencies, and Village committees and user groups.
- C. A GIS Data Administrator is responsible for managing the data model and administering the database and related information. The GIS Data Administrator plans, implements, and configures the data to enhance performance and maintain integrity of the data system.
- D. A GIS Application Developer that is responsible for the conceptualization, design, development, testing, installation, documentation, training, and maintenance of GIS and related software. Software includes, but is not limited to; computer programs, form designs, user manuals, data specifications, and associated documentation.
- E. A GIS Analyst is responsible for analyzing and planning special projects that require skills beyond the typical operation of the system. Special projects may include the development of ad hoc maps, layers, databases, and user solutions.
- F. A GIS Specialist that provides the daily operation, maintenance, and support of the GIS. This individual is typically fully allocated to the Village and is responsible for database development and maintenance, map production, user training and help-desk, user group support, and system support and documentation.

5) PROJECTED UTILIZATION

Projected utilization is an estimate of service hours required of the Consultant by the Village. This projection is established by and between the Village, GISC, and the Consultant. Although variations are anticipated, the Village and the Consultant have a fiduciary responsibility to GISC and its members to meet their projected utilization. Significant variations in actual utilization may negatively influence service rates for GISC members. The anticipated projected utilization for each Consultant service is:

- A. 411 hours of GIS Specialist
- B. 41 hours of GIS Coordinator
- C. 34 hours of GIS Analyst
- D. 34 hours of GIS Data Administrator
- E. 34 hours of GIS Application Developer

A. 34 hours of GIS Manager

6) SERVICE RATES

Rates are based on projected utilization of GISC members in collective bargaining with the Consultant. The Consultant guarantees these rates for the term of this agreement as long as actual utilization is reasonably consistent with projected utilization. The Consultant has the right to assign a cost-of-living adjustment one (1) time per year with prior notice to the Village. The GISC collective bargaining rates are as follows:

- A. \$ 66.50 per hour for GIS Specialist
- B. \$ 83.10 per hour for GIS Coordinator
- C. \$ 83.10 per hour for GIS Analyst
- D. \$103.80 per hour for GIS Data Administrator
- E. \$103.80 per hour for GIS Application Developer
- F. \$103.80 per hour for GIS Manager

7) FACILITIES AND EQUIPMENT

The Village is required to provide the Consultant adequate space, furnishings, hardware, and software to fulfill the objectives of the GIS program. The facilities requirement is no different than would be otherwise required by the Village to support a GIS program. The rate structure extended to GISC members is contingent on these provisions for the Consultant. Facilities and equipment include, but are not limited to, the following

- A. Full-time office space for the GIS Specialist and periodic office space for guests. This space should effectively and securely house all required GIS systems, peripherals, and support tools. This space must be available during normal business hours.
- B. Furnishings including adequate desk(s), shelving, and seating accommodations for the GIS Specialist and periodic guests. A telephone line and phone to originate and receive outside calls. A network connection with access to the Internet.
- C. Hardware including a workstation, server, plotter, printer, digitizer, scanner and network infrastructure.
- D. Software including GIS software(s), productivity tools, application development tools, commercial databases, and network access software.
- E. The Village is responsible for installing, operating, and maintaining the backup and recovery systems for all Village owned GIS assets that permits the Consultant to continue services within a reasonable period of time following a disaster.
- F. The Village has elected to use the remote access service (RAS) provided by the Consultant. This service will provide the GIS software through a shared remote server. The Consultant shall be reimbursed for the hourly use of this service by the GIS Specialist not-to-exceed \$1,726.

8) BILLING & PAYMENT

The Consultant will invoice the Village on a monthly basis for work completed and work in-progress. The Consultant requires 100% payment within 30 days of invoicing.


9) INTELLECTUAL PROPERTY

If any intellectual property should be developed during the course of this agreement, the Village and the Consultant shall be joint owners of said intellectual property.

- A. It is understood that this agreement does not grant to the Village or any employees, partners, business associates or other associated parties thereof, any rights in any intellectual property developed by the Consultant outside the terms of this agreement, or any protectable interests stemming there from.
- B. The Village and the Consultant agree, that no assignments, authorization of reuse by others, giveaways, license grants, sales, transfer, security interests, or any other grant of rights for any intellectual property that may be developed during this agreement, will be made to any third party without a written agreement between the Village and the Consultant.
- C. If this agreement between the Village and the Consultant should be terminated, the Village shall, in good faith, allow the Consultant, any reasonable use of any Intellectual Property developed during this Contract.

DATE: July 11, 2011

REQUEST FOR BOARD ACTION

AGENDA SECTION NUMBER EPS Agenda		ORIGINATING DEPARTMENT Community Development		
ITEM Contract Change Order #5 John Burns Construction Company Veeck Park Wet Weather Facility		APPROVAL Dan Deeter Village Engineer		
<p>Staff is recommending approval of the attached change order 5. This change order is part of a negotiated agreement between the Village of Hinsdale, John Burns Construction Company, and Clark Dietz, Inc. to address the excess stockpiles at Veeck Park.</p> <p>MOTION: To Approve a Resolution for the Veeck Park Wet Weather Facility Contract Change Order Number 5 in the amount of (\$36,597.60) to John Burns Construction Company.</p>				
APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL 
COMMITTEE ACTION:				
BOARD ACTION:				

RESOLUTION NO. _____

**A RESOLUTION APPROVING CERTAIN
CONTRACT CHANGE ORDER**

WHEREAS, the Village of Hinsdale (the “Village”) and John Burns Construction Company (“John Burns”) has entered into that certain Contract (the “Contract”) providing for the construction of the Veeck Park Wet Weather Facility; and

WHEREAS, the President and Board of Trustees of the Village hereby find that the circumstances said to necessitate this Change Order were not reasonably foreseeable at the time the Contract was signed, the Change Order was germane to the original Contract as signed, and the Change Order is in the best interest of the Village of Hinsdale and authorized by law;

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

Section 1. Recital. The foregoing recitals are incorporated herein as findings of the President and Board of Trustees.

Section 2. Approval of Change Order. The Change Order is hereby approved in the form attached (Exhibit A) to this Ordinance and by this reference incorporated herein.

Section 3. Final Determination. This Resolution shall constitute the written determination required by Section 33E-9 of the Article 33E of the Criminal Code of 1961, as amended and shall be retained in the Contract file as required by said Section.

Section 4. Execution of Change Order. The Village Manager is authorized to execute the Change Order on behalf of the Village.

Section 5. Effective Date. This resolution shall be in full force and effective from and after its passage and approval.

PASSED: this _____ day of _____ 2011.

AYES:

NAYS:

ABSENT:

APPROVED this _____ day of _____ 2011.

Village President

ATTEST:

Village Clerk

Exhibit A
VILLAGE OF HINSDALE
CHANGE ORDER

Project: Wet Weather Facility
Location: Veeck Park
Contractor: John Brown Construction Company

Change Order No. 5
Contract No. - N/A
Date: 07-11-2011

- I. A. Description of Changes Involved:
Reimbursement for final restoration of the excess material area.
- B. Reason for Change:
Excess stockpile material on site due to omission in original specifications and error in total stockpile estimation by Clark Dietz, Inc. in Change Order #2.
- C. Revision in Contract Price: Total: Reduction \$36,597.60

II. Adjustments in Contract Price:

1.	Original Contract Price	\$4,240,000.00
2.	Net (addition) (reduction) due to all previous Change Orders Nos. <u>1-4</u>	\$ 90,491.22
3.	Contract Price, not including this Change Order	\$4,330,491.22
4.	(Addition) (Reduction) to Contract Price due to this Change Order	\$ <u>(36,597.60)</u>
5.	Contract Price including this Change Order	<u>\$4,293,893.62</u>

Accepted:
Contractor: John Burns Construction Company

By: _____
Signature of Authorized Representative

Date

Village of Hinsdale:

By: _____
Signature of Authorized Representative

Date