VILLAGE OF HINSDALE ENVIRONMENT AND PUBLIC SERVICES COMMITTEE MINUTES MONDAY, OCTOBER 13, 2014

Chairman Laura LaPlaca called the meeting of the Environment and Public Services Committee to order at 7:38 P.M., Monday, October 13, 2014, in Memorial Hall of the Memorial Building, 19 East Chicago Avenue, Hinsdale, IL.

PRESENT:

Chairman Laura LaPlaca, Trustee William Haarlow, Trustee Gerald

Hughes, Trustee Bob Saigh

ABSENT:

None

ALSO PRESENT: Kathleen Gargano, Village Manager; Suzanne Ostrovsky, Management Analyst; George Franco, Director of Public Services; Tom Bueser, Assistant Director of Public Services; Ralph Nikischer, Village Horticulturalist; John Finnell, Village Arborist; Dan Deeter P.E., Village Engineer.

Approval of Minutes - September 8, 2014

The EPS Committee reviewed the minutes from the September 8, 2014 meeting. Trustee Hughes asked that the subject matter of the Public Comments section should be clarified. Trustee Saigh motioned for approval of the September 8, 2014 minutes. Trustee Haarlow seconded. The motion passed unanimously.

Public Services Monthly Report

Mr. Franco asked if the committee had any questions concerning the Public Services Monthly Report. Mr. Franco answered Trustee Haarlow's questions concerning the security cameras at Burns Field.

Proposed Parkway Tree Removal at 407 North Quincy Street

Chairman LaPlaca introduced this agenda item. Mr. Christopher Bart and Mr. Peter Cramer addressed the committee. Mr. Finnell described the tree, its condition and location. After some discussion, Chairman LaPlaca recommended removal of the Colorado blue spruce tree with the resident paying the \$5,000 removal fee. The committee unanimously agreed.

Proposed Parkway Tree Removal at 521 North County Line Road

Chairman LaPlaca introduced this agenda item. Mr. Matt Sorem addressed the committee concerning their desire to remove the Colorado blue spruce parkway tree.

After some discussion, the committee unanimously approved the removal of the tree. The committee directed staff to determine if a sidewalk is required in the parkway. If a sidewalk is required, then the resident will not have to pay the removal fee. If no sidewalk is required, then the resident will have to pay the removal fee.

Proposed Parkway Tree Removal at 536 North Vine Street.

Chairman LaPlaca introduced this agenda item. Mr. Satish Vayuvegulaare and Ms. Cindy Brooks addressed the committee concerning their desire to remove this Catalpa parkway tree. After some discussion, the committee agreed additional information on required driveway set-backs and proposed grading in the parkway was needed. The committee deferred a decision and requested the residents work with staff on possible solutions to the driveway layout that would not require the removal of the parkway tree.

To Award the Engineering Services for Design of the Graue Mill Flood Protection Improvements to Christopher B. Burke Engineering, Ltd. in the Amount Not to Exceed \$348,402.21.

Chairman LaPlaca introduced this agenda item. Mr. Deeter provided some background. Mr. Thomas Burke, Ph.D., P.E. from Christopher B. Burke Engineering, Ltd. addressed the committee concerning Burke Engineering's experience and anticipated design and coordination efforts for the design phase of the project. Mr. John Donecker from the Graue Mills Homeowners Association addressed the committee concerning the Association's satisfaction with Burke Engineering performance. Mr. Deeter addressed questions from the committee. After discussion, Trustee Hughes moved "To Award the Engineering Services for Design of the Graue Mill Flood Protection Improvements to Christopher B. Burke Engineering, Ltd. in the Amount Not to Exceed \$348,402.21" with the condition that the item be considered by the board as a normal agenda item, not a consent item. Trustee Haarlow seconded. The motion passed unanimously.

<u>Commonwealth Edison Presentation related to Storm Hardening (Transformer Relocation – No Documents Attached)</u>

Chairman LaPlaca introduced this agenda item. Ms. Gargano noted that this issue was being presented to the committee to make trustees aware of Commonwealth Edison's (ComEd's) efforts within the Village. Terrie Simmons and other ComEd employees addressed the committee concerning the need for storm hardening and ComEd's plans to accomplish this project. Mr. Bill Taylor from Premier Engineering, an engineering consultant to ComEd, answered questions from the committee.

Engineering Monthly Report

Mr. Deeter highlighted portions of the Engineering Monthly Report:

- Flagg Creek Water Reclamation District (FCWRD) has been conducting sewer maintenance project in the southern parkway of 55th Street between Quincy and Monroe. After doing spot repairs, the contractor must televise and line the sewer. This will require periodic, temporary lane closures until the end of the year. Due to the potential for temporary lane closures, residents are advised to find alternate routes if possible.
- Staff's recommendation for the Oak Street Bridge street lighting was presented. After some discussion, the committee asked for a cost comparison between the proposed lights and the existing lighting in the central business district.
- Mr. Deeter explained staff's summary of the costs to bury overhead utility lines. The committee approved removal/burial of lines south of the bridge. They asked for more information for burying a portion of the lines north of the bridge.

To Approve a Resolution for the 2014 Roadway & Utility Improvement Project Construction Contract Change Order Number 2 in the Amount Not To Exceed \$122,067.00 Addition to A Lamp Concrete Contractors, Inc.

Chairman LaPlaca introduced this agenda item. Mr. Deeter provided background information on this item. After discussion, Trustee Haarlow moved to approve. Trustee Saigh seconded. The motion passed unanimously.

<u>To Recommend Adoption of an Ordinance Vacating Half of a Public Alley Right-of-Way Situated East and Adjoining 713 S. Monroe Street at a Purchase Price of \$11,500.</u>

Chairman LaPlaca introduced this agenda item. Mr. Deeter provided background information. With no questions, Trustee Hughes moved to approve. Trustee Saigh seconded. The motion passed unanimously.

Other Business

Update on Emerald Ash Borer. Chairman LaPlaca asked Mr. Finnell how the Village addresses dead or dying trees on private property. Mr. John Finnell explained that Staff is providing information to residents so that the residents can be proactive about addressing the EAB infestation on ash trees on their private property. Once the Village notifies a resident of a dead, hazardous tree, residents have 30-days to remove the tree per the Village code. The committee recommended updating the Channel 6 presentation to include trees in different stages of infestation so that residents can better understand the condition of their trees. In response to Trustee Saigh's question Mr. Finnell stated that the Village cannot extend the Village's contract removal price to trees on private property. This is because of the difficulty of accessing trees on private property. In response to Trustee Haarlow's question Mr. Finnell stated that the Village treated just over 420 ash trees last year.

Village (Burlington) Parking Lot Planting Beds. Chairman LaPlaca introduced this agenda item. Mr. Ralph Nikischer addressed the committee about completing the parking lot planting beds in FY 2014-15 rather than waiting until they are scheduled in the Capital Plan. After some discussion, the committee was in favor of completing the planting beds earlier.

Adjournment

With no further issues to be brought before the Committee, Trustee Saigh moved to adjourn. Trustee Hughes seconded. Motion carried and the meeting was adjourned at 10:00 P.M.

Respectfully submitted,

Dan Deeter, P.E. Village Engineer

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DATE: November 10, 2014

REQUEST FOR BOARD ACTION

AGENDA SECTION NUMBER EPS Agenda Item	ORIGINATING DEPARTMENT Community Development	
	APPROVAL Daniel M. Deeter Village Engineer	

The Village budget includes 1000 hours at \$40/hour for temporary engineering services to support the increased workload required for the infrastructure planning, design, and construction in FY 2014-15. Prior engineering division staffs managed an average of \$2.5M of infrastructure improvements per year. The current engineering division staff has been addressing \$7.5M of infrastructure improvements per year. In FY 2014-15 and 2015-16, staff will be managing \$10M - \$12M of infrastructure improvements per year. Staff did interview and hire a part-time engineer earlier in 2014. However, she accepted a full-time position at DuPage County Department of Environmental Concerns after working only 250 hours.

Staff has not been successful in identifying another engineer with the desired municipal engineering experience who wants temporary employment. Most engineering consultants who were contacted declined to provide an engineer since the \$40/hour salary did not cover their employees' salary and benefits. K-Plus Engineering offered to provide an engineer for the projected 750 hours at \$40/hour in order to establish a satisfactory working relationship with the Village. Staff would utilize K-Plus Engineering until a new full time engineer and part time engineering technician are hired.

Motion: To Award the Engineering Services Contract in Support of the Engineering Division to K-Plus Engineering in the Amount Not to Exceed \$30,000.

APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL
COMMITTEE A	CTION:			
BOARD ACTION	N:			

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

ENGINEERING PROFESSIONAL SERVICES AGREEMENT Temporary Village Engineering Services

PROFESSIONAL SERVICES AGREEMENT

BETWEEN THE VILLAGE OF HINSDALE AND K-PLUS ENGINEERING

This Professional Services Agreement is entered into this ____ day of November 2014, by and between the Village of Hinsdale, an Illinois Municipal corporation (hereinafter referred to as the "Village") and K-Plus Engineering (hereinafter referred to as the "Engineer") (collectively referred to as the "Parties").

Whereas, the Village is seeking professional services for temporary engineering services to support the Village Engineering Division (herein referred to as the "Village Engineering Support");

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

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

SECTION 1. <u>DEFINITIONS.</u>

Whenever used in this Agreement, the following terms shall have the meanings indicated and the singular shall be read to include the plural and vise versa.

- A. The term "Agreement" shall mean the entire integrated agreement between Engineer and the Village setting forth the terms and conditions governing the performance of the Village Engineering Support.
- B. The term "Change Order" the document signed by Engineer and the Village which authorizes the performance of services beyond the Scope of Work to be supplied under the Agreement, which is issued on or after the Effective Date of this Agreement.
- C. The "Engineer" shall mean K-Plus Engineering, its employees, agents, subcontractors, duly authorized representatives or others performing work on its behalf. To the extent any work performed under this Agreement is performed by subcontractors, the term "Engineer" shall include such subcontractors.
- D. The term "Deliverable" shall mean the plans, specifications, documents, reports, or other item to be prepared and completed by Engineer pursuant to this Agreement.
- E. The terms "Includes" and "Including" shall not be construed as limited to.
- F. The term "May" is permissive; except the phrase "no person may" shall mean that no person is required, authorized, or permitted to do the act prohibited.

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- G. The terms "Provide" "Furnish" and "Perform" shall be deemed to imply an obligation on the part of Engineer to obtain, deliver and pay for any material, product, service or other incidental item required under the Agreement, and includes an obligation on the part of Engineer to supply and pay for all labor and services necessary to properly complete the Work, and/or put into and otherwise make ready for its intended use any deliverable, service, item or other Work required by the Agreement.
- H. The term "Shall" is imperative.
- I. The term "Village Engineering Support" means the scope, extent, or amount of services, deliverables, items, or labor related to <u>providing engineering</u>, <u>surveying</u>, <u>drafting</u>, <u>construction observation or other services as directed by the Village Engineering Division staff</u>.
- J. The terms "Statute," "Law," "Regulation" and "Ordinance" shall be deemed to include all revisions, amendments, and supplements.
- K. The term "Village" shall mean the Village of Hinsdale, an Illinois Municipal Corporation, its officers, directors, trustees, authorized representatives and employees.
- L. The term "Work" shall mean the all services, labor, materials, equipment, and services provided or to be provided by the Engineer under the Agreement.

SECTION 2. GENERAL REQUIREMENTS-ENGINEER.

- A. Engineer agrees to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. Engineer shall have sole responsibility for developing a design that meets the Village's performance expectations and satisfies any applicable state, federal or local laws or regulations.
- B. Engineer's role with respect to the Village Engineering Support is solely that of an independent contractor. No right of review; requirement of approval; or other provision of this Agreement or subsequent conduct between the Parties shall be construed to create a relationship between the Parties as that of employer-employee principal and agent, partners, or joint ventures. Engineer shall have no authority or right to enter into any contract, or incur any debt or liability of any nature in the name of, or on behalf of, the Village.
- C. Engineer shall not be performing any services with respect to construction oversight. Accordingly, Engineer shall have neither control over or charge of, nor be responsible for the means, methods, techniques, performance or sequence of construction, nor the assurance of site or employee safety. The Village shall cause these contractor responsibilities to be set forth in any subsequent contract to be entered into for

construction and installation. It shall be the authority of the Village, not the Engineer, to stop the work of any contractor or any subcontractor on the Project.

- D. Engineer warrants and represents that it shall have the Intellectual Property rights (including, but not limited to, patent, copyright, trademark, service mark, or trade secret rights) to any Deliverable that will be provided to the Village during the performance of this Agreement and that transfer of said Deliverables to the Village shall not violate or infringe upon the Intellectual Property rights of any third party.
- E. Engineer agrees to perform no professional services during the term of the contract for any person, firm or corporation, for any project or work that may be subject to the Village's review/inspection, to occur or occurring within the corporate limits of the Village, or contiguous to the corporate limits of the Village without notification to the Village prior to rendering services. Engineer agrees to provide the Village with written notification whenever the services provided under this Agreement shall require Engineer to review or inspect work performed by any other firm or corporation for whom Engineer is or has within the previous twelve (12) months provided professional services, or with any of Engineer's partners or principals have a financial interest. The Village may at its discretion disqualify Engineer from participation as representative of the Village in such projects.
- F. Engineer represents that its employees, agents and subcontractors currently hold, and shall maintain throughout the completion of the Work, all required licenses, permits and certificates, and have duly registered and otherwise complied in all respects with any applicable federal, state and local laws, regulations and ordinances applicable to the performance of this Agreement.
- G. Engineer agrees to perform the services contemplated under this Agreement in a timely manner, with construction completion no later than November 15, 2014.

SECTION 3. GENERAL REQUIREMENTS-VILLAGE.

- A. The Village agrees to provide full information regarding requirements for and about the Village Engineering Support, including the Village's objectives, schedule, constraints, criteria, special equipment, systems and site requirements. To the extent additional information readily available to the Village is requested by Engineer during the performance of the Village Engineering Support, the Village shall provide said information promptly and without cost or expense to the Engineer.
- B. The Village agrees to provide timely review of any reports, drafts or other materials as requested by Engineer.

SECTION 4. SCOPE OF SERVICES.

A. The Engineer agrees to provide all labor, materials, expertise, services and consultation to provide engineering, surveying, drafting, construction observation or other services as directed by the Village Engineering Division staff. Terms and Conditions attached thereto.

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

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

A. Contract Amount.

Engineer agrees to provide the professional services and deliverables set forth in the Scope of Work, and the Village agrees to compensate Engineer for said performance, the Contract Amount of not-to-exceed \$30,000.00.

- B. Hourly Rates and Costs.
- Compensation for the services set forth in the Scope of Work shall be computed on the basis of the schedule of hourly rates for the professional services not to exceed \$40.00 per hour. The Contract Amount includes Engineer's direct costs.
- C. The Village agrees to make payments and to pay interest on unpaid balances under the provisions of the Local Government Prompt Payment Act. However, in no event shall Engineer be reimbursed for work performed that exceeds the Contract Amount without the Village's prior written consent and authorization.
- D. Engineer shall submit invoices no more than once per month. Invoices shall provide a detailed breakdown of the amount billed, including the name, title, rate of pay, hours worked and services rendered by each individual during the period stated. Invoices shall be submitted in duplicate and shall reflect all prior amounts billed and paid to date. Invoices shall be accompanied by a progress report setting forth the rates of completion for all tasks scoped and for all deliverable products. Invoices shall not be deemed due unless and until a progress report has been submitted.

SECTION 6. <u>DELIVERY AND OWNERSHIP OF DOCUMENTS.</u>

- A. All Deliverables, including but not limited to, any plans, specifications, reports, or other project documents prepared by Engineer pursuant to this Agreement shall be shall be the exclusive property of the Village and Engineer shall provide such work product to the Village immediately upon request or upon the expiration or termination of this Agreement.
- B. The Deliverables prepared by Engineer pursuant to this Agreement are intended for the express and sole use of the Village. Any reuse by the Village on extensions of the Village Engineering Support or any other project or, any modification of the Deliverables by the Village without the specific written verification or adaptation by Engineer, shall be at Village's sole risk. Engineer shall not be liable for any damage or loss resulting from said reuse or modification by the Village.

- C. Engineer shall provide the Village with the Deliverables both printed form and electronically. All reports and related information shall be compatible with "Microsoft Word 2003," by Microsoft Corporation, or latest version; all spreadsheets and related information shall be compatible with "Microsoft Excel 2003" by Microsoft Corporation, or latest version; and all CAD related information shall be compatible with "AutoCAD 2008" by Autodesk Corporation, or latest version. Deliverables in printed form shall be of a quality that assures total reproducibility by the Village.
- D. Upon the condition that Engineer has received the prior written consent of the Village, Engineer shall have the right to include representations of the design of the Village Engineering Support, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Village's confidential and proprietary information if the Village has previously advised the Engineer in writing of the specific information considered by the Village to be confidential and proprietary.

SECTION 7. <u>INSURANCE.</u>

A. Scope of Coverage and Amounts.

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

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

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

B. Upon execution of this Agreement, Engineer shall furnish to the Village satisfactory proof of coverage of the above insurance requirements. Such proof shall

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

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

SECTION 8. CHANGES IN WORK.

- A. The Village reserves the right to request additional work or services beyond that stated in the Scope of Work or, to delete certain work or services currently set forth in the Scope of Work. Any such changes by the Village shall not invalidate the Agreement or relieve the Engineer of any obligations under this Agreement. Changes to the Work shall be authorized in writing and executed by the Parties. Engineer shall not proceed with any extra work unless and until a Change Order is executed by the Parties.
- B. Unless otherwise agreed, the Village shall compensate Engineer for any extra work according to the rates set forth in Exhibit "A" to this Agreement. Engineer shall not be entitled to an adjustment to the Contract Amount for any work performed outside the scope of the Agreement and for which no prior written authorization by the Village was obtained; or, for work which exceeds the Contract Amount or other agreed upon pricing and for which no Change Order was executed prior to exceeding the Contract Amount.

SECTION 9. <u>USE OF SUBCONTRACTORS AND CONFLICTS OF INTEREST.</u>

Except as otherwise stated herein, Engineer may elect to use subcontractors to perform certain portions of the services to be provided under this Agreement; however, Engineer shall perform the majority of the work on the Village Engineering Support. Any use of subcontractors shall require the prior written approval of the Village, said approval shall not

be unreasonably withheld. Engineer shall not be entitled to any payment for services performed by subcontractors for whom prior written approval of the Village was not obtained. Engineer shall remain ultimately responsible for all work performed with respect to the Village Engineering Support and shall ensure that subcontractors comply with the terms stated in this Agreement.

SECTION 10. INDEMNIFICATION.

- A. Engineer shall defend, hold harmless, and indemnify the Village, its corporate authorities, trustees, officers, directors, and employees from and against any and all injury, death, loss, property damage, judgments, liens, claims, suits, liabilities, actions, causes of action, demands, expenses, costs, or other liabilities of any character (including reasonable attorneys fees) arising in whole or in part, relating to or resulting from the: (a) failure to comply with, or violation of, any federal, state or local law, statute, regulation, rule, ordinance, order, or governmental directive; (b) acts, omissions or willful misconduct; (c) failure to comply with the terms, conditions, representations, or warranties contained in the Agreement; (d) infringement of any patent, trademark or copyright; and, e) performance under this Agreement by Engineer, its Subcontractors, or others performing or furnishing any Work directly or indirectly on Engineer's behalf: In connection with any such liabilities, the Village, their officers, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice and Engineer shall be solely liable for all costs, fees and expenses of such defense. The terms of this indemnity shall survive the suspension, expiration or termination of this Agreement.
- B. The Village shall defend, hold harmless, and indemnify Engineer, its corporate authorities, trustees, officers, directors, agents, assigns, and employees from and against any and all injuries, deaths, losses, judgments, claims, suits, liabilities, actions, demands, expenses, costs, including reasonable attorneys fees, arising in whole or in part or relating to any act, omission, or performance under this Agreement by the Village, its employees, officers, directors, agents, or others working on its behalf, except that arising out of the sole legal cause of the Engineer. Nothing in this paragraph, however, shall be construed to create an obligation, right of action, or right of recovery that would otherwise not exist at law or in equity. Nor shall the terms of this paragraph be construed as a waiver by the Village of any right or defense it has, or otherwise would have had at law or in equity, but for this paragraph.
- C. Kotecki Waiver. Engineer (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees and waives any limitation of liability defense based upon the Worker's Compensation Act and cases decided there under. Engineer agrees to indemnify and defend the Village from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, which the Village may sustain as a result of personal injury claims by Engineer's employees, except to the extent those claims arise as a result of the Village's or own negligence.
- D. In any contract the Village may subsequently enter into for construction related to the Village Engineering Support, the Village agrees to use its best efforts to require the contractor to indemnify, hold harmless, and defend the Engineer, its officers, employees and agents.

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from and against any and all claims, suits, demands, liabilities, losses, damages, and costs, including but not limited to costs of defense, arising in whole or in part out of any act or omission of the contractor, its employees, agents, and subcontractors, or anyone for whose acts contractor may be liable.

SECTION 11. <u>COMPLIANCE WITH LAWS.</u>

- A. Engineer agrees and certifies that it will comply with all applicable laws, regulations and rules promulgated by any federal, state, local, or other governmental authority or regulatory body, now in effect or which may be in effect during this Village Engineering Support. The scope of the laws, regulations, and rules referred to in this paragraph include, but in no way are limited to, the Illinois Human Rights Act, Illinois Equal Pay Act of 2003, Occupational Safety & Health Act, all forms of traffic regulations, public utility, Interstate and Intrastate Commerce Commission regulations, Workers' Compensation Laws, Prevailing Wage Laws, USA Security Act, federal Social Security Act (and any of its titles), and any other law, rule or regulation of the Illinois Department of Labor, Department of Transportation, Illinois Department of Human Rights, Human Rights Commission, or EEOC.
- B. Without limiting the generality of the foregoing, pursuant to the requirements of Illinois law concerning public contracts, Engineer shall comply with each of the following as may be applicable:
- 1. <u>Sexual Harassment Policy</u>. Engineer certifies that it has a written sexual harassment policy defining sexual harassment as required in Section 2-105 of the III. Human Rights Act. 775 ILCA 5/1-105, et.seq.
- 2. <u>Tax Payments.</u> Engineer certifies that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as set forth in 65 ILCS 5/11-42.1-1.
- 3. Equal Pay Act of 2003. Engineer, and all subcontractors thereof, shall at all times comply with the provisions of the Illinois Equal Pay Act of 2003, 820 ILCS 112/1, et seq.
- 4. <u>Public Works Employment Discrimination Act.</u> The Engineer certifies that it will comply with the Illinois Public Works Employment Discrimination Act (775 ILCS 10/0.01, *et seq.*) which prohibits unlawful discrimination by any entity in the contracting for or performance of all public contracts with the State of Illinois and all of its political subdivisions. As required by this State Act, all of its provisions are incorporated herein by reference and are reprinted below.
- 5. <u>Illinois Human Rights Act-Equal Opportunity Clause</u>. Engineer certifies that it is an "Equal Opportunity Employer" as defined by federal and state laws and regulations, and agrees to comply with the Illinois Department of Human Rights (IDHR) Equal Opportunity clause as required by the IDHR's Regulations (44 Ill. Admin. Code, Part 750, Appendix A), which is considered to be part of any public contract or purchase agreement. As required by State law and IDHR Regulation, the Equal Opportunity clause is reprinted below.

EQUAL EMPLOYMENT OPPORTUNITY

In the event of the Engineer's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Engineer may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Engineer agrees as follows:

- 1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, military status, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- 2) That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules) of minorities and women in the areas from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- 3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, military status, or an unfavorable discharge from military service.
- 4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Engineer's obligations under the Illinois Human Rights Act and the Department's Rules. If any such labor organization or representative fails or refuses to cooperate with the Engineer in its efforts to comply with such Act and Rules, the Engineer will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations hereunder.
- 5) That it will submit reports as required by the Department's Rules, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules.
- 6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the

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Department's Rules.

7) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the Engineer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Engineer will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

ILLINOIS PUBLIC WORKS EMPLOYMENT DISCRIMINATION ACT

10/1. Discrimination in employment prohibited

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

10/2. Deemed incorporated in contract

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

10/3. <u>Includes independent contractors. etc.</u>

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

10/4. Deduction from compensation

§ 4. No Engineer, subcontractor, nor any person on his or her behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work for the benefit of the State or for any department, bureau, commission, board, other political subdivision or agency, officer or agent thereof, on account of race, color, creed, sex, religion, physical or mental handicap

Village of Hinsdale Page 11

unrelated to ability, or national origin; and there may be deducted from the amount payable to the Engineer by the State of Illinois or by any municipal corporation thereof, under this contract, a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Act.

10/5. Recovery by injured person

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

10/6. Violations; punishment

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

10/7. To be inscribed in contract

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

10/8. Partial invalidity: construction

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

SECTION 12. SUSPENSION AND TERMINATION OF SERVICES.

A. Suspension of Work

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

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

B. Termination of Agreement

- 1. The Village reserves the right to terminate the whole or any part of this Agreement, without cause, upon ten (10) calendar days written notice to the Engineer.
- 2. The Village reserves the right to terminate the whole or any part of this Agreement, upon ten (10) calendar days written notice to the Engineer in the event of default by the Engineer.
- a. Default is defined as the failure by Engineer to correct defective Work as required; the persistent failure to carry out the Work in accordance with the Agreement; or, the failure to make sufficient progress to endanger timely completion of the Work.
- b. Engineer shall also be deemed in default if the Engineer: 1) is adjudged bankrupt or insolvent, or makes a general assignment for the benefit of creditors or if a trustee or receiver is appointed for the Engineer or for any of the Engineer's property on account of the Engineer's insolvency, and the Engineer or its successor in interest does not provide adequate assurance of future performance in accordance with the Agreement within 10 days of receipt of a request for assurance from the Village; 2) repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment; 3) repeatedly fails to make prompt payments to Subcontractors or suppliers at any tier, or for labor, materials or equipment; 4) disregards laws, ordinances, rules, codes, regulations, orders or similar requirements of any public entity having jurisdiction; or 5) otherwise violates any material term of the Agreement.
- c. If Engineer shall assign this Agreement or abandon the Work or shall neglect or refuse to comply with the instructions of the Village relative thereto or shall fail in any manner to comply with the specifications or stipulations herein contained or if at any time the Village shall be of the opinion that the Work is unnecessarily delayed and will not be finished within the prescribed time, or that unnecessary inconvenience is being imposed upon the public or unnecessary expense is being incurred by the Village for inspection and supervision, the Village shall notify the Engineer, in writing, to that effect. If the Engineer does not, within five (5) calendar days thereafter, take such measures as will in the judgment of the Village ensure the satisfactory completion of the Work within the prescribed time or prevent unnecessary inconvenience to the public or prevent unnecessary expense to the Village, then the Village may take such actions as deemed necessary, at the cost to the Engineer, to correct such delay or, the may declare the Engineer to be in default and terminate the Agreement.
- 3. Upon receipt of notice of termination, Engineer shall identify in writing all Work that must be completed prior to termination of the Work, including all Work associated with termination that must be performed. Only with respect to Work so identified by

Village of Hinsdale Page 13

Engineer and pre-approved by the Village, the Village will pay for the necessary and reasonable costs associated with that Work. Engineer shall not be entitled to any claim for lost profits due to the termination of the Work by the Village.

SECTION 13. NOTICES.

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

If to Village:

If to Engineer:

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

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

SECTION 14. MISCELLANEOUS PROVISIONS.

A. Assignment.

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

B. Governing Law.

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

C. Captions.

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

D. Entire Agreement.

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

E. Waiver.

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

F. Third Party Beneficiaries.

Nothing contained in this Agreement shall be construed to create enforceable rights in favor of any third party not a party hereto, or a contractual relationship with, or a cause of action in favor of, any third party against either the Village or Engineer.

F. Survival.

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

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

Accep	ted this day of November, 2014,
Engin	eering Consultant
Ву:	· · · · · · · · · · · · · · · · · · ·
	(Printed Name and Title)
Accep	ted this day of November, 2014,
The V	illage of Hinsdale, Illinois
Ву:	Kathleen A. Gargano, Village Manager

Page 15 Village of Hinsdale

DATE: November 10, 2014

REQUEST FOR BOARD ACTION

AGENDA SECTION NUMBER EPS Agenda Item	ORIGINATING DEPARTMENT Community Development
ITEM Alley Vacation Request – 630 S. Bodin St	APPROVAL Dan Deeter Village Engineer

Attached please find an ordinance vacating a portion of a public alley adjacent to 630 S. Bodin Street. The resident at 630 S. Bodin Street has expressed interest in purchasing this portion of the alley. Staff has reviewed the infrastructure requirements for this alley. There are no current infrastructure conflicts on this alley. The alley has previously had vacations approved and is therefore not a through-alley right-of-way. Staff recommends approval of the vacation.

Also included is the appraisal report establishing a fair market value for the vacated property. The appraisal established the value of the property at approximately \$26.00 per square foot. The property to be vacated contains an area of 425 square feet. The total appraised value of the property is \$11,000.

A plat of vacation will be prepared upon approval of this request for recording at DuPage County. To allow for potential future utility use of the alley, the plat of vacation will include a utility and drainage easement across the vacated area.

MOTION: To Recommend Adoption of an Ordinance Vacating Half of a Public Alley Right-of-Way Situated West and Adjoining 630 S. Bodin Street at a Purchase Price of \$11,000.

APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL
COMMITTEE A	CTION:			
BOARD ACTION	V:			
				•

VILLAGE OF HINSDALE

AN ORDINANCE AUTHORIZING THE VACATION OF A CERTAIN PORTION OF AN UNIMPROVED ALLEY SITUATED WEST OF AND ADJOINING 630 S. BODIN STREET IN THE VILLAGE OF HINSDALE, DUPAGE AND COOK COUNTIES, ILLINOIS

WHEREAS, the Village of Hinsdale, DuPage and Cook Counties, Illinois (the "Village") is a duly authorized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and

WHEREAS, the property owner of 630 S. Bodin Street, Hinsdale, Illinois, which property is identified by permanent index number ("P.I.N.") 09-11-404-022, has requested that a certain portion of an alley, as more fully described below, be vacated in order to be developed and maintained by said property owner; and

WHEREAS, Section 11-91-1 of the Illinois Municipal Code, 65 ILCS 5/11-91-1 et seq. (2007) (the "Code"), authorizes the Village to determine whether or not the public interest is served by vacating an alley, or part thereof, within its corporate boundaries, by an ordinance duly adopted by the affirmative vote of three-fourths of the trustees then holding office; and

WHEREAS, the Code further provides that upon vacation of an alley, or any part thereof, by the Village, title to the vacated property vest in the then owner or owners of land abutting thereon; and

WHEREAS, the Village President and Board of Trustees of the Village of Hinsdale (the "Corporate Authorities") have determined that the relief to the public from the further burden and responsibility of maintaining a certain portion of the alley, as more fully described below, and to return said portion to the tax rolls for the benefit of all taxing bodies is in the public interest.

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

<u>Section 1.</u> Recitals Incorporated. The above recitals and findings are incorporated herein and made a part hereof.

Section 2. <u>Vacation of Unimproved Alley</u>. Pursuant to the terms of this Ordinance, the Village shall vacate a 8.5' x 50' portion of the unimproved alley

situated east of and adjoining 630 S. Bodin Street, Hinsdale, Illinois (the "Subject Property"), legally described, as follows:

Lots 63 and 64 in the Resubdivision of Block 18 of Stough's Second Addition to the Town of Hinsdale in Section 11, Township 38 North, Range 11, East of the Third Principal Meridian, in DuPage County, Illinois

P.I.N. 09-11-404-022

Section 3. Plat of Vacation Approved. The Plat of Vacation, a copy of which is attached hereto as Exhibit A and made a part hereof, is approved.

Section 4. Conditions of Vacation. The Subject Property is vacated subject to any existing easement of public record for any public or private utility for the maintenance, renewal and construction or reconstruction of public and private utilities and that the Village reserves unto itself as a corporate municipality and to any public utility, its successors or assigns, the right to maintain and relocate any respective facilities in, under, across and along those parts of the public alley as herein vacated, with the right of access thereto at all times for any and all such purposes as may be reasonably required for the construction, maintenance and efficient operation of said equipment pursuant to any existing easement of public record.

Section 5. Payment of Consideration and Title to Vacated Property. Upon the vacation of the Subject Property, title thereto shall be acquired by and vest to the property owner of 630 S. Bodin Street, Hinsdale, Illinois upon the payment of eleven thousand dollars (\$11,000.00) to the Village by the property owner as fair market value for the Subject Property. The vacation of the Subject Property, and the recording of the Plat of Vacation, shall not be effective until said payment is received pursuant to Section 11-91-1 of the Code, 65 ILCS 5/11-91-1.

Section 6. Execution of Documents. The Village President, Village Clerk and all other officials are hereby authorized to take any and all action and execute any and all documents required to implement said vacation and record this Ordinance and the Plat of Vacation with the applicable county recorder of deeds upon the payment of the consideration set forth in Section 5 of this Ordinance.

<u>Section 7</u>. <u>Severability and Repeal of Inconsistent Ordinances</u>. 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 8. Effective and after its passage provided by law.				
PASSED this	day of		_, 2014.	
AYES:				
NAYES:				·
ABSENT:				
APPROVED this	day of		, 2014	
		Thomas Ca	auley, Village Preside	ent
ATTEST:				
				
Christine Bruton, Vill	age Clerk			

Byrne Builders

Date: May 6th, 2014

Mr. Dan Deeter
Village Engineer
Community Development Department
Village of Hinsdale
19 E. Chicago Ave.,
Hinsdale, IL 60521

RE: 630 S. Bodin Street, Hinsdale

Dear Mr. Deeter,

I refer to the above property of which Wexway, LLC, a division or Byrne Builders, is the owner. Attached is a copy of the property survey that we have attained. We wish to purchase the eastern half of the vacated alley in the rear of the property, which is currently owned by the Village of Hinsdale. Please find a check for \$450 enclosed for the appraisal fee.

Do not hesitate to contact me with any queries.

Sincerely,

Peter Byrne

President, Byrne Builders, Inc.

108-347-2830 Jonnes

APPRAISAL REPORT

A 8.5' X 50' PORTION OF THE UNIMPROVED ALLEY SITUATED WEST AND ADJOINING 630 SOUTH BODIN STREET HINSDALE, ILLINOIS

Prepared For

Mr. Dan Deeter Village of Hinsdale 19 East Chicago Avenue Hinsdale, Illinois 60521

Prepared By

C.A. Benson & Associates, Inc. 419 North La Grange Road La Grange Park, Illinois 60526

C.A. BENSON & ASSOCIATES, INC. 419 North La Grange Road - La Grange Park, IL 60526 P.O. Box 157 - La Grange, IL 60525

(708) 352-6056 Fax (708) 352-6070

May19, 2014

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

Re: Appraisal of a 8.5' x 50' portion of unimproved alley situated west and adjoining 630 South Bodin Street, Hinsdale, Illinois

Dear Mr. Deeter:

In accordance with your request, I have inspected the above captioned property and analyzed all pertinent factors relative to it in order to estimate its "as is" market value of the fee simple interest. The property was inspected on May 16, 2014, which is the effective date of this valuation.

The property consists of a 8.5' by 50' portion of unimproved alley located west and adjoining 630 South Bodin Street, Hinsdale, Illinois. It contains 425 square feet and is zoned R-4, Single-Family Residential.

Based on this analysis, it is my opinion that the "as is" Market Value of the subject property as of May 16, 2014 was

ELEVEN-THOUSAND DOLLARS (\$11,000)

This Appraisal Report is intended to comply with the reporting requirements set forth under Standards Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice. As such, it presents discussions of the data, reasoning and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning and analyses is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated below. The appraiser is not responsible for unauthorized use of this report.

PURPOSE OF THE APPRAISAL:

The purpose of this appraisal is to provide my best estimate of the market value of the subject real property as of the effective date. *Market Value* is defined by the federal financial institutions regulatory agencies as follows:

Market Value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- 1. Buyer and seller are typically motivated;
- 2. Both parties are well informed or well advised, and acting in what they consider their own best interests;
- 3. A reasonable time is allowed for exposure in the open market;
- 4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- 5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

(Source: Office of the Comptroller of the Currency under 12 CFR, Part 34, Subpart C-Appraisals, 34.42 Definitions (f))

INTENDED USE: The function of this appraisal is to assist the Village of Hinsdale with a possible sale of the subject.

INTENDED USER: The intended user of this appraisal report is the Village of Hinsdale.

INTEREST VALUED: Fee simple

DATE OF INSPECTION: May 16, 2014

EFFECTIVE DATE OF VALUE: May 16, 2014

DATE OF REPORT: May 19, 2014

APPRAISAL DEVELOPMENT AND REPORTING PROCESS: In preparing this appraisal, I have

- Inspected the subject property;
- Examined the Sidwell Plat Book to obtain the size of the subject;
- Reviewed Public Records, Flood Hazard Rate Map and pertinent real estate tax and zoning information.
- Gathered and confirmed information on comparable sales;
- Applied the Sales Comparison Approach to Value to arrive at an indicated value.

This Appraisal Report is a recapitulation of my data, analyses and conclusions. Supporting documentation is retained in my file.

COMPETENCY OF THE APPRAISER: The appraiser has the appropriate knowledge and experience to complete this assignment competently as illustrated by the Qualifications of the Appraiser statement contained within this report.

DESCRIPTION OF REAL ESTATE APPRAISED:

The subject property is situated in the Village of Hinsdale, approximately 20-miles southwest of the City of Chicago's Central Business District. Hinsdale is bordered by Oak Brook to the north, Burr Ridge to the south, Western Springs to the east and Clarendon Hills to the west.

Hinsdale is a residential community that has a population of 16,834 residents as of the 2010 census and an average family income of \$150,024 (2009). Over the past 12 months, the average sale price of a single-family residence in Hinsdale was \$1,076,154, which is an 18% increase over the prior 12 month average sale price of \$912,601. This is a significant increase and is reflective of improving market conditions.

Hinsdale is a substantially built-up community and is one of the communities in the Southern DuPage County suburbs, which include Burr Ridge, Clarendon Hills, Darien, Downers Grove, Glen Ellyn, Lisle, Naperville, Oak Brook, Oakbrook Terrace, Warrenville, Westmont, Wheaton, Willowbrook, Winfield and Woodridge. The majority of these are mid-aged to older established communities that have reached maturity. Redevelopment of new single-family residences is occurring in Hinsdale, Clarendon Hills and Downers Grove on sites where older residences have been demolished. The overall composition of the area provides most amenities such as adequate employee base, established commercial/residential areas and municipal services, educational facilities, etc. The area hospitals include Good Samaritan, La Grange Community and Hinsdale. Hinsdale has a thriving central business district and the Oak Brook Center and Yorktown Center regional shopping malls are in nearby driving distance.

The major transportation systems include the North-South Tollway (I-355), the Tri-State Tollway (I-294) and the East-West Tollway (I-88). In addition, the Metra Commuter Trains and Pace Buses service Hinsdale.

More specifically, the subject property is located in the southwest section of Hinsdale. The immediate area is approximately 98% built-up with single-family residences of varying architectural designs in the range of 0 to 80+ years. The price range varies from \$350,000 for smaller existing single-family residences to in excess of \$1,500,000 for new custom two story residences. Many of the older, smaller residences have been torn down and redeveloped with large custom single-family residences. The immediate occupancy of the neighborhood consists of professionals, executives and white-collar workers. Maintenance level is good and there were no adverse conditions noted on the date of inspection.

Overall, the community of Hinsdale and the subject neighborhood are stable without any land changes anticipated with the exception of residential development of new single residents on lots that were previously improved with older homes. The strengths of the community include the viable central business district, the good community services, ample shopping, proximity to major transportation systems and the historically strong demand for residential, retail and office properties.

The subject property is the east 8.5' of a 17' wide unimproved alley. It has a width of 50', which is equal to the width of the adjoining residence located at 630 South Bodin Street. It is rectangular in shape and has a calculated area of 425 square feet. It is in an R-4, Single Family Residence District which requires a minimum lot area of 10,000 square feet and 70 or 80 feet of street frontage depending on whether the site is an interior or corner parcel. The subject property is not buildable and would be of use only to the adjoining property owner. It is in a zone "X" area of minimal flooding activity per FEMA Map #17043C0903H, dated December 16, 2004.

ESTIMATE OF EXPOSURE TIME:

The subject property is a 8.5° x 50° section of an unimproved alley, which can only be sold to the adjoining property owner. As such, estimating a marketing time is futile as a potential sale is reliant on the adjoining property owner's willingness to buy the property. The typical marketing time for area buildable sites and single-family residences is 3 to 9 months.

PERMANENT INDEX NUMBER:

The subject is a section of unimproved alley, which has no permanent index number.

TOTAL 2013 ASSESSED VALUE: Not assessed

THREE-YEAR PROPERTY HISTORY:

According to FIRREA and the Uniform Standards of Professional Practice of the Appraisal Foundation, I am required to report and analyze any sale transactions involving the subject property during the past three years or any listing or pending sale transaction involving the subject property.

The subject is part of an unimproved alley under ownership by the Village of Hinsdale. This appraisal will be used as an estimate of market value for a possible sale of the property.

HIGHEST AND BEST USE ANALYSIS:

The subject consists of a 8.5' x 50', rectangular shaped portion of unimproved alley. It cannot be developed by itself and has value only to the adjoining property owner. It is my opinion that the highest and best use of the subject property is in conjunction with the adjoining residential property.

SUMMARY OF ANALYSIS AND VALUATION:

As indicated, the Sales Comparison Approach to Value will only be used.

SALES COMPARISON APPROACH TO VALUE AS IMPROVED:

Definition: A set of procedures in which a value indication is derived by comparing the property being appraised to similar properties that have been sold recently, then applying appropriate units of comparison, and making adjustments to the sale prices of the comparables based on the elements of comparison,*

*Source: Page 255, The Dictionary of Real Estate Appraisal, Appraisal Institute, Fourth Edition.

SALES COMPARISON APPROACH TO VALUE - Continued

In order to estimate the market value of the subject property by the Sales Comparison Approach, I have analyzed the following sales.

- 1. 722 South Bruner Street, Hinsdale was reported sold in June 2013 for \$455,100. This is a 65 foot by 124.3 foot parcel zoned R-4, containing 8,080 square feet. The sales price was equal to \$56.32 per square foot.
- 2. 211 South Thurlow Street, Hinsdale was reported sold in August 2013 for \$400,000. This is a 50 foot by 133 foot parcel zoned R-4, containing 6,650 square feet. The sales price was equal to \$60.15 per square foot.
- 3. 411 South Adams Street, Hinsdale was reported sold in November 2013 for \$425,000. This is a 59 foot by 125 foot parcel zoned R-4, containing 7,375 square feet. The sale price was equal to \$57.63 per square foot.
- 4. 710 South Quincy Street, Hinsdale was reported sold in February 2014 for \$380,000. This is a 50 foot by 132 foot parcel zoned R-4, containing 6,600 square feet. The sale price was equal to \$57.58 per square foot.

Commentary

The above sales were all improved with older smaller single-family residences and the sale prices were reflective of land value. Since their acquisitions, two of the existing residences have been demolished and the other two will most likely be demolished. They sold from \$56.32 to \$60.15 per square foot and averaged \$57.92 per square foot for a buildable site.

The subject consists of a 425 square foot unimproved alley that is not buildable and can only be sold to an adjoining property owner. Historical comparisons of varying size sites indicated that additional rear site area above the standard size lot contributes at a rate of 45% of the base lot. For this analysis, 45% of the \$57.92 average value of a buildable site or \$26.06 per square foot, rounded to \$26.00 per square foot is indicated.

SALES COMPARISON APPROACH TO VALUE - Continued

Based on the above analysis, it is my opinion that \$26.00 per square foot is indicated for the subject property.

425 square feet @ \$26.00 per square foot =

\$11,050

INDICATED VALUE BY THE SALES COMPARISON APPROACH:

\$11,000

COMMENT AND FINAL VALUE CONCLUSION:

Based on the sales data analyzed in this report, it is my opinion that the "as is" fee simple market value of the subject property as of May 16, 2014 was

ELEVEN-THOUSAND DOLLARS (\$11,000)

Respectfully submitted,

C.A. BENSON & ASSOCIATES, INC.

Charles A. Benson, Jr., SRA

Illinois State Certified General Real Estate Appraiser

License #553.000387 (Exp. 9/30/15)

ASSUMPTIONS AND LIMITING CONDITIONS

- 1. This Appraisal Report is intended to comply with the reporting requirements set forth under Standard Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice. It might not include full discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning and analyses is retained in the appraiser's file. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. The appraiser is not responsible for unauthorized use of this report.
- 2. No responsibility is assumed for legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated in this report.
- 3. The property is appraised free and clear of any or all liens and encumbrances unless otherwise stated in this report.
- 4. Responsible ownership and competent property management are assumed unless otherwise stated in this report.
- 5. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.
- 6. All engineering is assumed to be correct. Any plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
- 7. It is assumed that there are no hidden or unapparent conditions of the property, subsoil or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
- 8. It is assumed that there is full compliance with all applicable federal, state and local environmental regulations and laws unless otherwise stated in this report.
- 9. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a non-conformity has been stated, defined and considered in this appraisal report.
- 10. It is assumed that all required licenses, certificates of occupancy or other legislative or administrative authority from any local, state or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained in this report are based.
- 11. Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in this report are provided for reader reference purposes only. No guarantee as to accuracy is expressed or implied unless otherwise stated in this report. No survey has been made for the purpose of this report.

ASSUMPTIONS AND LIMITING CONDITIONS - Continued

- 12. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless otherwise stated in this report.
- 13. The appraiser is not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraiser that might suggest the possibility of the presence of such substances should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The appraiser's value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions or for any expertise or engineering knowledge required to discover them. The appraiser's descriptions and resulting comments are the result of the routine observations made during the appraisal process.
- 14. Unless otherwise stated in this report, the subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the Americans with Disabilities Act. The presence of architectural and communications barriers that are structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability or utility.
- 15. Any proposed improvements are assumed to be completed in a good workmanlike manner in accordance with the submitted plans and specifications.
- 16. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
- 17. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event, only with proper written qualification and only in its entirety.
- 18. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news sales, or other media without prior written consent and approval of the appraiser.

CERTIFICATION

I certify that, to the best of my knowledge and belief....

- the statements of fact contained in this report are true and correct.
- the reported analyses, opinion, and conclusions are limited only by the reported assumptions and limiting conditions, are my personal, impartial, and unbiased professional analyses.
- I have no present or prospective interest in the property that is the subject of this report and no personal
 interest with respect to the parties involved.
- I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- my engagement in this assignment was not contingent upon developing or reporting predetermined results.
- my compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- my analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the *Uniform Standards of Professional Appraisal Practice*.
- I have made a personal inspection of the property that is the subject of this report.
- no one provided significant professional assistance to the person signing this certification.
- the reported analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
- the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

Charles A. Benson, Jr., SRA

Illinois State Certified General Real Estate Appraiser

License #553.000387 (9/30/15)

QUALIFICATIONS OF CHARLES A. BENSON, JR.

EDUCATION

University of Wisconsin, Madison, B.B.A., 1974 Majored in Real Estate and Urban Land Economics

APPRAISAL COURSES SUCCESSFULLY COMPLETED

S.R.E.A. Courses 101 (1972), 201 (1976), 202 (1989) A.I.R.E.A. Course VIII (1978) Standards of Professional Practice - Parts A & B, Appraisal Institute 1998 USPAP Update – 2014-2015

SEMINARS

Residential Design and Functional Utility; Subdivision Analysis; Rates, Ratios & Reasonableness; Valuation Under Federal Lending Regulations: Appraisal of Retail Properties; Industrial Valuation: Conditions of the Chicago Real Estate Market, 2012; Fair Lending and the Appraiser: Valuation of Detrimental Conditions in Real Estate; Partial Interest Valuation – Undivided; Forecasting Revenue; Illinois Appraiser's Update – 2004 thru 2013; Professionals Guide to the Uniform Residential Appraisal Report; Appraisal Challenges: Declining Markets and Sales Concessions; The Discounted Cash Flow Model: Concepts, Issues and Applications.

EXPERIENCE

Actively engaged in the real estate appraisal business since 1975; has made appraisal of thousands of properties of various types including single family residences, apartment buildings, commercial, industrial, special use properties and vacant land.

CLIENTS

Appraisal clients include: Inland Bank, American Metro Bank, First National Bank of LaGrange, Highland Community Bank, Cathay Bank, Pacific Global Bank, Suburban Bank & Trust, United Trust Bank, The Village of Hinsdale, attorneys, individuals, corporations and others.

Qualified as an expert witness for the Circuit Court of Cook County and the Circuit Court of DuPage County.

AFFILIATIONS

- The Appraisal Institute Received SRA designation in April 1988.
- Holds State of Illinois Real Estate Managing Broker's License #471.011778.
- Member of the Mainstreet Organization of Realtors.
- State Certified General Real Estate Appraiser, State of Illinois, License No. 553.000387.

C.A. Benson & Associates, Inc.

ADDENDUM

Sidwell Map

C.A. Benson & Associates, Inc.

SIDWELL MAP (Subject Shaded in Red)

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DATE:

November 5, 2014

TO:

Kathleen A. Gargano, Village Manager

FROM:

Dawn Wucki-Rossbach, Interim Assistant Director of Public Services

SUBJECT: October 2014 Monthly Report – Public Services

On Friday, October 31, 2014, George Franco retired as Director of Public Services for the Village of Hinsdale. During the last two weeks of his tenure, he provided an overview of the department and its operations, including what needs to be addressed before the snow flies and the status of many of the capital projects that are in the process of being completed. I have also been fortunate to have four great Supervisors that have talked with me about their operations and been open to talking about how we can begin/continue refining department operations while the department is in transition.

Department Trainings

The Public Services Safety Committee continues to make progress in reviewing its draft of our Safety Manual. We are making changes that are particular to our organization, but will meet the requirements of the Illinois Department of Labor (IDOL) and the Intergovernmental Risk Management Agency (IRMA), the Village's insurance provider and risk manager.

Staff also continues to complete our FEMA-required National Incident Management Systems (NIMS) training. This training is critical for the Village, not only in having our staff understand the principles behind emergency management, but is a requirement when applying for federally funded grants.

ROADWAY MAINTENANCE DIVISION

Activity Measures

Standard Tasks	OCT 2014	Prev Mo	YTD 2014
Signs	21	20	116
Posts	7	3	33
Signs Repaired	7	0	40
Cold Mix (tons)	5	12	205.5
Hot Mix (tons)	18	30	398
Gravel for Alleys (tons)	0	8	106
White Paint (gallons)	0	8	247
Yellow Paint (gallons)	15	32	77
Basin top Cleaning (man-hours)	121	49	800
Alley Grading (man-hours)	9	12	155
Alley Trimming (man-hours)	0	0	40
Concrete (yards)	0	0	0
Snow & Ice Callouts	0	0	31
Road Salt Used (tons)	0	0	818
Sand Used (tons)	0	0	167
Salt & Calcium for walks, stairs, etc. (tons)	0	0	13.45
Leaves Swept Up (yards)	0	0	0
Central Business District Sweeps	4	4	23
Complete Village Sweeps	0	0	1
Parking Lot Sweeps	0		3
Scheduled Vehicle Maintenance	7	7	147
Unscheduled Vehicle Maintenance	16	16	251

Significant issues for this month:

- Working on snow and ice removal equipment for upcoming season.
- One set of banners installed and one removed.

- Thirty six and a half hours of flood control and request sweeping.
- Picked up boulders in The Woodlands from the road project.
- Assisted PD with removal of meters and installing signage in the Garfield Lot.
- Installed pedestrian signs at Grant and Ayres and Grant and Center, per PD request. Also put, in center of the street, "Stop for Pedestrian" signs in crosswalk.
- Farmer's Market barricades set up and take down.
- Completed asphalt patching on Madison between Bonnie Brae and Glendale.
- Reinstalled parking bumpers in Village Lot after resurfacing.
- Eleven Requests for Service completed.

TREE PRESERVATION DIVISION

Activity Measures

Standard Tasks	October 2014	Previous Mo	YTD 2014
Tree Pruning Contractual	0	0	678
Tree Pruning In-House	10	21	79
Small Tree Pruning In-House	21	21	110
Tree Removal Contractual	1	39	118
Tree Removal In-House	27	26	204
Trees Planted	8	0	165
Elm Trees Treated	0	0	420
Dutch Elm Disease Losses (Private)	1	8	37
Elm Losses (Public)	0	2	29
Ash Trees Treated	0	0	429
Ash Tree Removal - EAB (Private)	42	0	47
Ash Tree Removal – EAB (Public)	In-House 19	In-House 12	In-House 139
Note: since Feb 2011, 589 public Ash trees have been removed	Contracted 1	Contracted 30	Contracted 89
Tree Preservation Plan Reviews	17	9	139

Significant issues for this month:

- Village Staff completed the process of removing and restoring 123 tree stumps from public property.
- One Forestry staff member attended NIPSTA Two-Day Driver Safety Training.
- Two Forestry staff members attend the OSHA 10-Hour Safety Training. Course.
- Staff completed site selection and secured trees for the fall planting program tentatively scheduled for November 5th. Staff expects to plant 52 trees this fall.
- Staff completed preparations for eight-hour chainsaw safety and tree removal training. Training is scheduled for November 10th at Katherine Legge Memorial Park.

PARK MAINTENANCE DIVISION

Contractual Maintenance

Туре	Contractor	Scope	Frequency	Additional Maintenance
Landscape Maintenance and Mowing	Zenith	Mowing 151 acres at 68 locations; Bed and shrub maintenance at 5 locations	Once or twice per week; site and weather specific	Shrub trimming at Water Plant; Mulch at KLM Lodge
Rain Garden Maintenance	Encap Inc	Remove debris and weeds from Phase I gardens	Once per month	N/A
Garbage Disposal Service	Allied Waste	Empty garbage receptacles in the business district and at the following parks: Perice, Burns, Eleanors, Robbins, Deitz, Melin, Brook and Veeck	Three times per week (Mon, Wed, Fri)	N/A
Plant installation at KLM entrance	Beary Landscape	Install landscape plants in front of KLM entrance signs	Once - 10/9/14	Village staff continues to water these plantings

In House Maintenance

I) Parks Maintenance

Bathrooms

- Cleaning and stocking park facility bathrooms
- Facilities located at Peirce East, Burns Field, Robbins Park, Katherine Legge Annex Building, Brook Park, Veeck Park.
- o Performed daily including weekends.
- Peirce West bathroom pavilion was closed on October 14th for demolition and installation of new playground.

Garbage

- Emptying garbage receptacles in central business district and parks.
- o Performed in conjunction with disposal contractor.
- Staff completes when necessary on Tuesdays, Thursdays, Saturdays, Sundays and Holidays.

TREE PRESERVATION DIVISION

Activity Measures

Standard Tasks	October 2014	Previous Mo	YTD 2014
Tree Pruning Contractual	0	0	678
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- o Performed in conjunction with disposal contractor.
- Staff completes when necessary on Tuesdays, Thursdays, Saturdays, Sundays and Holidays.

Garbage Collection Locations	Number of Receptacles
Burns Field	6
Burlington Park	2
Deitz Park	2
Eleanor's Park	2
Melin Park	2
Peirce Park	12
Robbins Park	10
Brook Park	14
Stough Park	2
KLM	18 (garbage)
	4 (dog waste)
Memorial Building	4
Central Business	54
District	
Total	134

Burlington Park fountain

The Burlington Park fountain has been shut down for the season.
 Winterization will occur in early November.

• Katherine Legge grounds

- Two pavilions and the lodge grounds are cleaned for rentals which typically occur Friday through Sunday.
- Staff completed two leaf mulching cycles around the lodge to clean up for rentals.

II) Athletics

General

 30 athletic fields were striped once per week – 150 fields were relined in October.

Platform Tennis

- o One platform tennis net was repaired at Burns Field.
- PM staff aided the Village Electrician resolving electrical issues at KLM platform tennis.

Soccer

Two soccer nets were replaced at Monroe School.

III) Central Business District Maintenance

Planting beds and containers

- Spent annual plant material was removed from 24 planting beds.
- o 18,000 spring flowering tulip bulbs were installed in 40 planting beds.

Holiday decorations

 Holiday wreaths and container decorations have been ordered and will be installed in late November.

IV) Grounds Maintenance

• Brush/Weed Removal

- Staff cleared invasive species (Mulberry, Buckthorn and Tree of Heaven) from an outdoor storage yard between the Water Plant and Public Services garage.
- Brush was cut away from the "Post Office North" parking lot.

Mulch Installation

Mulch was installed in the Pamela Circle west island.

Miscellaneous

o Patio furniture from Memorial Hall south was moved and stored for the winter.

V) Personnel

• Public Services Safety Committee

Staff worked on four sections of the Public Services Safety Manual.

• Website Committee

Staff aided in the recommendation for a website vendor.

Training

- Two Parks Maintenance staff members attended the OSHA 10-Hour Safety Training course.
- One Parks Maintenance staff member attended an ILCMA event: Regional Perspective on the Future of our Urban Forest.

WATER/SEWER DIVISION - WATER

Water Activity Measures

	October		
Standard Tasks	2014	Prev Mo	YTD 2014
Utility Locates (JULIE)	667	598	4908
B-Box/Service Locates	756	683	5730
Water Mains Located	107	105	1022
Main Break Repairs	. 0	4	62
B-Box/Service Repairs	2	0	25
Hydrants Replaced/Repaired	4	9	56
Service Connections/Inspections	5	2	36
Valve Installations/Repairs	0	1	10
Valves Exercised	4	18	155
Valves Located	6	18	189
Leak Investigations	2	6	78
Hydrants Flushed	229	12	301
High Bill Investigations	14	16	104

Water Division Standard Tasks Cont.	October 2014	Prev Mo	YTD 2014
Water Fountains Serviced/Replaced	10	0	20
Disconnect Inspections	16	8	71
Meter Repairs	1	2	26
Meter/Remote Installs	18	13	82
Meters Removed	13	11	67
Meter Readings	176	137	1401

Significant issues for this month:

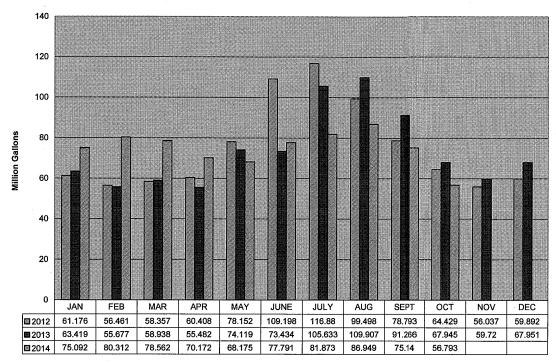
• Hydrant Flushing number is high due to M.E. Simpsons flushing and flow testing 225 hydrants.

Water Main Break Repairs

October 2014	Prev Mo	YTD 2014
0	4	62

WATER

MONTHLY WATER PUMPAGE



Standard Tasks	Check Oil, Grease Fittings	Bacteria Sampling
High Service Pumps #1, #2, #3, #4	✓	N/A
Well Pump Motors #2, #5, #10	\checkmark	√

Standard Tasks	October 2014	Prev Mo
Bacteria Samples	24	24
Field Chlorine	21	21
Field Turbidities	21	21
Lab Chlorine	27	26
Lab Turbidities	27	26
Lab pH	27	26
Lab Fluoride	27	26
Precipitation Readings	0	2
Temperature Readings (air)	27	26
Temperature Readings (water)	31	30

Water Pumping Facilities Standard Tasks Cont.	October 2014	Prev Mo
DBP Samples	8	0
Pumps Serviced	7	7
Sprinkling Violations	0	0
Lead and Copper	0	30

WATER/SEWER DIVISION - SEWER

Sewer Activity Measures

Standard Tasks	October 2014	Prev Mo	YTD 2014
Catch Basins Replaced/Repaired	1.	2	7
Inlet Replaced/Repaired	0	0	1
Manhole Replaced/Repaired	0	0	1
Catch Basins/Inlets Cleaned	4	11	39
Sewers Cleaned (feet) In-House	775	1375	11710
Sewers Cleaned (feet) Contractor	34098	0	38598
Sewers Televised (feet) Contractor	0	0	1946
Sewers Replaced/Repaired (feet)	0	5	5
Sewer Mains Located	4	2	27
Back-up Investigations	1	0	15

Sewer Division Standard Tasks Cont.	October 2014	Prev Mo	YTD 2014
Manholes Located	9	. 13	138
Cave-ins Checked	2	2	10
Sewer Inspections	1	0	1
IEPA sampling due to overflow event of combined sewers (Veeck CSO)		2	10

BUILDING MAINTENANCE DIVISION

Significant issues for this month:

Building Security:

Meet Goldy Locks Company to install new door interlock timer at Highland Station. This will help with the parking pay box inside timer will have a battery backup during power outages.

Change key cylinders and have new keys made up for two buildings.

Met with several contractors to obtain proposals on a FOB lock system at the Village Hall.

HVAC/Boilers:

Replace pneumatic thermostat in the Police detective's office and adjust.

Work with Kroeschell Inc. on boiler systems for all Village buildings. Set up boiler chemical at the Village Hall.

Met with IRMA insurance carriers, Travelers and Hartford, so they could complete boiler inspections in all Village buildings.

General Maintenance:

Take down the sunshades at the pool and put into storage. Install new window blinds at the Police Chief's office.

Meet with several contractors to obtain proposals to install new building roof insulation at the pool pump house and find out about a low air temp alarm for this area.

Meet with the janitorial staff to review floor striping and waxing at the water plant also overall performance.

Check emergency generators and meet Cummins service tech to perform service.

Work with contractors to tour elevators and review project; we will open bids for this project in November. Met with painting contractors to look at a few areas where interior painting is needed.

Work at Pierce west building before demolition.

MEMORANDUM

Chairman LaPlaca and EPS Committee TO:

FROM: Dan Deeter

DATE: November 10, 2014

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 complaints. In total, two Engineering employees performed 21 site inspections for the month of October. The Engineering staff submitted four on-time environmental reports in October. These were Discharge Monitoring Reports (DMRs) to the Illinois EPA - one for each of the Village's four Combined Sewer Overflow (CSO) locations. The following capital improvement projects and engineering studies are underway:

Oak Street Bridge Replacement Engineering Phase II/Design Engineering (See attached memo.)

Woodlands Green Infrastructure Improvements, Phase 1

✓ Final Completion (plantings, surface course)

June 2013

> The contractor will provide two years of rain garden maintenance to establish native plantings through spring 2015.

2013 Reconstruction (W. Fourth Street)

✓ Construction ➤ 2013 Reconstruction (W. Fourth and other streets) May – Nov. 2013

- The Circuit Court judge has ruled in the Village's favor to drop the Village from the current
 - law suit involving payments between Chicagoland Paying and their trucking sub-contractors. Chicagoland Paving's underground utilities contractor, Mauro Sewer, has notified the Village of their intent to lien the project.

2014 Reconstruction (Walnut St.) & Woodlands Phase 2

2014 Reconstruction Streets

0	W. Walnut	Madison to Washington	punch list
0	E. Walnut	Garfield to Oak	punch list
0	N. Clay	Walnut to Maple	punch list
0	N. Garfield	Vicinity of Walnut St.	punch list
0	N. Madison	Walnut to Hickory	punch list
0	Walker	York to The Lane	punch list
0	Maple	Lincoln to Washington	punch list

Woodlands Phase 2 streets

0	Woodland Avenue	County Line to Taft	punch list
0	Cleveland	Woodland to south end	punch list
0	Taft	Woodland to 55 th	punch list
0	Harding	Woodland to Taft	punch list

2014 Infrastructure Improvements (consolidation of Resurfacing, Water Main, Maintenance & Parking Lot Resurfacing Projects)

•	Municipal	Partnering	Initiative Pr	oject incl	udes resu	rfacing streets
•	municipai	i ai ai ci i i i i i	minum v C i i		udos rosu.	riacing succus

0	N. Madison Street	Bonnie Brae to Warren Terrace	resurfaced
0	S. Monroe Street	Seventh to Eighth	resurfaced
0	S. Adams Street	Hinsdale to Fourth	resurfaced
0	S. Stough Street	Chicago to Railroad	resurfaced
0	Chicago Street	Rte 83 to Stough	resurfaced
0	York Road	Ogden to The Lane	resurfaced
0	E. Fifth Street	Park to Fourth	resurfaced
0	E. Fourth Street	Garfield to Elm	resurfaced
0	E. Third Street	Park to Elm	resurfaced
0	N. Bruner Street	North end to North Street	resurfaced
0	W. Hickory Street	Adams to Madison	resurfaced
0	N. Grant Street	Ogden to Center	resurfaced
0	N. Lincoln Street	Pavement change to Ayres	resurfaced
	D 11 . D 11 T		11 1

o Burlington Parking Lot

lights installed & resurfaced

O Village Parking Lot between Washington & Lincoln lights installed & resurfaced

o Brook Park Parking Lot resurfaced

• 2014 Roadway & Utilities Improvements

0	S. Adams Street	Fourth to Eighth	Paving week of 11/10/14
0	W. Sixth Street	Bodin to Monroe	Paving week of 11/10/14
0	W. Seventh Street	Monroe to Madison	Paving week of 11/10/14
0	S. Bodin Street	Ninth to south end	Paving week of 11/10/14
0	S. Monroe Street	Ninth to south end	Paving week of 11/10/14
0	S. Garfield Street	55 th to 57 th	Paving weeks of 11/10-17/14
0	Maple Street	Garfield to Park	Paving weeks of 11/10-17/14
0	Fuller Road	Justina to Mills	Paving week of 11/17/14
0	Clay Street	Fourth to Sixth	Concrete patching 11/10/14
0	Robbins Park	Clay to Grant	Storm sewer 11/5-19/14

• 2014 Water Main Improvements

0	Elm Street	55 th to 57 th	Material issues w/PCC/HMA
0	Third Street	Grant to Lincoln	Material issues w/PCC/HMA

• 50/50 Sidewalk Program D'Land Construction

Begins week of 11/10/14

• 2014 Crack Sealing – Patriot Paving

Week of 11/07/14

2015 Reconstruction & Resurfacing Design

The Village approved Bowman Consultants and Christopher B. Burke Engineering Ltd. (CBBEL) for design services for the 2015 Resurfacing and Reconstruction Project (respectively) at the 05/20/14 meeting of the Board of Trustees. Design, permitting, and construction document development will be conducted from May 2014 to January 2015. Staff intends to bid the project in February 2015, have the contract approved in March 2015, and start construction in April 2015.

2015 Reconstruction Project

- Objectives
 - o Separate +/-2,500 feet of combined sewer on Ravine Road to eliminate sanitary sewer overflows in homes & on streets.
 - o Improve stormwater management in identified localized flooding areas at the intersection of Forest/Ravine and on Ravine from Elm to Oak.
 - Reconstruct +/-5,600 feet of roads in fair poor condition.
 - o Replace +/-2,250 feet of water main pipe in poor condition.
 - O Line or replace +/-1,600 feet of sanitary sewer pipe.
- Areas Improved

0	Ravine Road	Garfield to County Line Road
0	Radcliff Way	Ravine to Hickory
0	Forest Road	The Lane to Hickory
0	Elm Street	Ravine to Hickory
0	Mills Street	North End to The Lane
0	Oak Street	The Lane to Ravine

2015 Resurfacing Project

- Objectives
 - O Resurface +/-6,000 feet of roads in fair poor condition.
 - Replace +/-2,200 feet of water main pipe in poor condition.
 - O Line or replace +/-1,900 feet of sanitary sewer pipe.
- Areas Improved

0	Lincoln Street	North to Hickory
0	N. Stough Street	Quincy to South End
0	S. Stough Street	Chicago to Chestnut
0	Second Street	Monroe to Vine

State and Federal Funding Opportunities

A summary of the Grant Funds awarded or applied for by the Village of Hinsdale is attached.

Other Engineering Activities in the Area

IDOT has awarded a contract to Plotte Construction to conduct nightly pavement resurfacing on Illinois Route 83 (Kingery Highway) from Knollwood Avenue to Illinois Route 56. The project is scheduled to start April 2015 and to end October 2015. Residents should expect temporary lane closures and delays during this time frame.

Cc: President and Board of Trustees Village Manager

IDOT Project Kickoff Meeting

HR Green(HRG)/Staff

10-15-2013

Revised: 11/10/14

Completed

This is an initial coordination meeting at IDOT District 1's Bureau of Local Roads which is required for any project receiving federal funds

Project Working meeting

HRG/Staff

11-22-2013

Completed

Coordination meeting with Village staff to review transition issues from Phase 1 to Phase 2 and prepare for a meeting with Adventist Hinsdale Hospital (AHH).

AHH Coordination Meeting

HRG/ Staff/AHH

12-9-2013

Competed

A meeting to review AHH concerns and update them on plans to address these issues including Oak Street access, traffic staging plans, and maintenance of utilities.

Draft 30% Submittal To Village

HRG/Staff

01-10-2014

Completed

Progress drawings for Staff's review and information. This allows the Village to monitor and comment as the consultant provides more details to the plan's structural components (typically described as "Type, Size, & Location" information or TSLs) and civil components (typically described as "Plans, Specifications, & Estimates" information or (PSEs).

CWG Update Meeting

Staff/CWG/HRG

02-6-2014

Completed

A meeting to update Community Working Group (CWG) members concerning the status of the design development. These meetings will highlight significant design changes (if any) and update the CWG members on plan development in areas of public interest such as traffic management and aesthetics.

Preliminary Plans and Costs to ICC

HRG

03-07-2014

Completed

Preliminary information to the ICC. More detailed plans will accompany the formal petition

Preliminary Plans to IDOT

HRG

03-10-2014

Completed

Submittal will consist of roadway plans with all required Right of Way shown; revised Type, Size and Location drawings for the bridge and retaining wall; a technical memorandum covering any changes from the approved Project Development Report and a preliminary opinion of constructed cost. If Right of Way impacts are the same or less

than what was estimated in Phase 1, development of the Right of Way Plats, appraisals and appraisal reviews will begin immediately.

Respond to 30% Submittal Comments

HRG

03-10-2014

Revised: 11/10/14

Completed

Preliminary information to the ICC. More detailed plans will accompany the formal petition.

Bridge Inspection

03-28-2014

Completed

National Bridge Inspection System (NBIS) annual bridge inspection & report forwarded to IDOT.

Public Meeting

Public Meeting

Vill. Staff/CWG/HRG

04-29-2014

Completed

Presentation of the bridge design to the public to address comments received during the February CWG meeting and to receive any other comments before plans reach the 60% stage of completion.

Public Meeting comments due

Residents

05-15-2014

Completed

Design Process

Right of Way Plats to IDOT

HRG

05-07-2014

Submitted

Plats must be submitted to and approved by IDOT before negotiations can be started.

60% submittal to Village Staff and BNSF

HRG

05-28-2014

Completed

This is a progress submittal for the benefit of the Village staff, BNSF and ICC. IDOT does not require a 60% submittal.

Adventist Hinsdale Hospital Update Meeting

AHH/HRG/Staff

05-30-2014

10-08-2014

Completed

This is a meeting to update AHH management concerning the Oak Street Bridge project's impact on AHH.

BNSF Coordination

HRG/BNSF

May - November, 2014

BNSF coordination is on-going

Revised: 11/10/14

Staff and HR Green will coordinate with BNSF to support the ICC petition process, identify anticipated Right of Way impacts, BNSF restrictions on construction and scheduling.

Resident Engineer Selection

Village Staff

05-30-2014

Qualifications received

Begin selection of the consultant to provide construction observation/resident engineering services during Construction, Phase III. The Village will follow the state qualifications based selection (QBS) process under the Local Government Professional Services Selection Act (50 ILCS 510/).

Land Acquisition

Negotiations with Property Owners

HRG

May 2014 – January 2015

Process follows IDOT guidelines using IDOT certified negotiator. The Village of Hinsdale is discussing separate issues with AHH.

ICC Petition

ICC Petition for review

HRG/EPS Comm.

7-1-2014

Petition submitted 10/02/14

Completed Petition should include 60% plans.

ICC Petition to Hearing

ICC

11-13-2014

Completed petition to the Administrative Law Judge will be reviewed in November. It does not appear the Board has to sign this document.

ICC Approval

ICC

12-31-2014

Need no later than early January 2015 in order for IDOT to authorize project for construction and March 2015 letting.

Complete the Plans

Submit ROW to IDOT

HRG/IDOT

10-15-2014

Submitted

IDOT Bureau of Land Acquisition & FHWA must approve. Some documents require the Village Engineer's signature.

90% (Pre-final) plans to IDOT & Village

HRG/IDOT

10-17-2014

Completed

Hard deadline for submittal.

Final Plans, Specifications and Estimate to IDOT by HRG

12-15-2014

Revised: 11/10/14

Again, deadline must be met make letting. Plan cover sheet will have to be signed by Village Engineer.

Draft Joint and Const. Agreements to IDOT

HRG/Vill. Staff

12-15-2014

Selection of a construction engineer should be started before this date. IDOT may allow the Village to use HR Green if Village wishes to do so (policy is ambiguous right now) but, if the consultant selection process is required, the process should start when Pre-Final Plans are available.

Construction Phase Agreements through the Village Board

Final CE, Joint and RR Agreements

Village Board

Dec-Jan 2015

The above are intergovernmental agreements prepared by HRG or IDOT for approval by the Village Board.

Final CE, Joint and RR Agt. To IDOT

Village Staff/HRG

01-16-2015

The approved intergovernmental agreements are due to IDOT.

Preparation for Letting Project

Start relocation of private utilities

HRG/Village Staff

01-01-2015

Coordination with private utilities will resume as the Pre-Finals are submitted to IDOT.

ROW Certified by IDOT

IDOT

01-21-2015

Letting by IDOT

IDOT

03-6-2015

Construction

Construction starts

RE/Village Staff/Contractor

May 2015

Final construction completion

RE/Village Staff/Contractor

June 2016

			Change Order Field Record	ld Record	:					
Change Request	Date	Pay Item	Description and Reason for Change		Estima	Estimated Cost	Submitted Cost	d Cost	Change	Board
N _O			- Company of the Comp	Status	Addition	Deduction	Addition	Deduction	Order No.	Approval Date
_	03/28/14	TREE PROTECTION	Change from trunk protection to tree protection fencing.	Completed			8	\$ 10.965.00		
2	03/28/14	DIRECTIONAL BORING - 18" DIA. SS-CL B2 (DUCTILE IRON)	Change to pipe material from Ductile Iron to PVC	Completed		\$ 6,030.00				
S	04/16/14	TIME & MATERIALS	Investigation of field conditions on Harding Road concerning water main connection to the Hinsdale Oasis.	Completed	\$ 2,000.00					
4	05/02/14	STORM SEWER, CL B, TYPE 1, 18-INCH	The quantity of special material encountered on Harding Road exceeded the quantity estimated during design. To avoid a \$100,000 increase in special waste disposal costs, the design was modified to include landscaping berms in area between Harding & 55th Street and raising the Harding finished pavement elevation. The landscaping berm will improve the planned noise/visual barrier for residents.	Completed					:	
			STORM SEWER, CL B. TYPE 1, 18-INCH				\$ 4,058.40			
			EARTH EXCAVATION		\$ 94,551.96					
			CCDD/LUST MATERIALS ANALYSIS, MGMT, & COMPLIANCE			\$ 35,000.00				
			REMOVAL AND DISPOSAL OF UNSUITABLE SOILS							
O1	06/03/14	PIPE UNDERDRAIN, 4"	12' CORNEGATED METAL PIPE WITH SLOTTED OPENINGS Resident at 936 Taft is constructing underdrain pipe from their back yard and side yard to the Taft Road ROW to address drainage issues. Village will provide underdrain on public property to connect private underdrain to the nearest rain garden.	Completed	\$ 2,700.00 \$ 1,536.00					
o	07/09/14	TIME & MATERIALS	Resident at 855 Cleveland is adding horseshoe driveway after plans were completed. Two Ash trees have been removed in front of the property due to EAB damage. Resident is requesting the Village reduce the size of the rain garden to allow for driveway and one replacement parkway tree. HR Green T&M for re-calculating the hydrologic model.	Completed	\$ 750.00					
7	07/10/14	WATER MAIN, 8"	Water main needed to be relocated away from a rain garden to provide sufficient cover for freeze protection.	Completed	\$ 3,300.00					
ω	08/20/14	SANITARY SEWER, 12"	Sewer cleaning & televising prior to sewer lining identified an area of sanitary sewer on Harding Street that has deteriorated to the extent that it cannot be lined. This section must be replaced.	Planned						
			SEWER, CLASS B, TYPE 1 12"		12					
			MANHOLE, TYPE A, 4-DIAMETER, TYPE 1 FRAME & GRATE		\$ 4,700.00					
9	09/03/14	LANDSCAPING	Restoration of the landscaping screening at the south end of Cleveland had to be changed due to the location of underground utilities. Staff and the contractor are getting bids for an arborvitae screening.	Completed	\$ 2,000.00	1,0000				

	0				12	11	10	No.	Change Request	
Contingency: \$	Bid: Change Order	Budget: \$	Cons		10/31/14	10/31/14	09/15/14		Date	
\$ 161,091.00		\$ 340 454 00	Construction Observation		Driveway Restoration	Miscellaneous Storm Sewer Work	Miscellaneous Storm Sewer Work		Pay Item	
Contingency balance Less Net Change Orders	Project Buaget John Neri Construction Bid Construction Contingency	Construction		Subtotal Total	Seal coating of 989 Taft to repair damages sustained in construction	Driveway replacement at 975 Taft road	Revise driveway curb & gutter on Taft Road including the addition of slotted drain tile across driveways at 955 and 967 Taft in response to resident comments.	-	Description and Reason for Change	Change Order Field Record
					Completed	Completed	Completed	Status		d Record
				\$ 149,467.96	\$ 1,200.00	\$ 4,950.00	\$ 19,000.00	Addition	Estima	
721,283.66	3,862,649.00 3,118,004.75 744,644,25			,467.96 \$ 125,520.67 \$ 10,378.30 \$ 10,965.00 \$ 23,360.59 Addition				Deduction	Estimated Cost	
Total Proje				\$ 10,378.30 Addition				Addition	Submitted Cost	
Total Project Contingency: \$				\$ 10,965.00				Deduction	ed Cost	
								Order No.	Change	
882,374.66								Date	Board	

10/31/14

0								,			12	11	10	9	œ	7	6	5	4	ω	2	_	N _O	Change Request		HIII
Budget: Bid: Bid: Change Order Contingency:											08/31/14	08/22/14	07/25/14	07/22/14	07/16/14	07/11/14	07/02/14	07/02/14	06/30/14	06/27/14	06/17/14	05/07/14	İ	Date		Till Sudic, Illii iOis
Construction Observation dget: \$ 322,935.00 Bid: \$ 151,883.00 Order ency: \$ 171,052.00												TIME & MATERIAL	TIME & MATERIAL	TIME & MATERIAL	TIME & MATERIAL	TIME & MATERIAL	4" WATER MAIN	PVC WATER MAIN 6"	PVC WATER MAIN 12"	PVC WATER MAIN 12"	CLASS D PATCHES, TYPE IV, 6 INCH, et. al.	4" WATER MAIN CONNECTIONS		Pav Item		
Construction Project Budget John Neri Construction Bid Construction Contingency Contingency balance Less Net Change Orders	Subtotal Total		Steel Casing Pipe, Augered and Jacked, 24"	Manholes, Sanitary	CCDD Materials Management Allowance	Catch Basin, Type A, 4-Dia, Type 3 Frame and Grate	Water Service, Far Side, 1-1/2"	Hot-Mix Asphalt Surface Course, IL-19.0, N50	Subbase granular material, Type B, 12"	Soddiing, Special	In process line item reconciliation as phases of the project are complete.	Repairs to resident's irrigation systems when Nicor relocated a gas main. Village conducted the repairs to continue site restoration. VOH will back-charge Nicor.	AT&T conflict at proposed location of inlet S-202. T&M to move S-202 to northwest limit and reconstruct catch basin S-203.	Water service rupture at 532 Walker Rd. An abandoned and unmarked corporate stop was hit during excavation to install the new service.	Work to modify inverst at Sanitary Manhole 2816. Field conditions and existing pipe sizes varied from those indicated on the plans.	Demolition of a large, underground boulder which blocked the route of the storm sewer on E. Walnut.	Repair to water main break on East Walnut in front of the AHH - existing 6" cast iron lead joints failed.	Repair to an existing 6" water main stub that was not identified on the Village atlas or during JULIE process.	12" water main broke twice at the intersection of Walker and The Lane	12" water main broke at the northeast corner of Walker and The Lane.	An AT&T duct line not identified during the JULIE process caused the relocation of the storm sewer on Madison St. Relocation required modification to manholes and increased the pavement patching.	Replacement of existing 4" Cast Iron Water Main at the intersection of Walnut and Clay	To the proof of the proof of the last	Description and Reason for Change	Change Order Field Record	
											Complete	Complete	Complete	Complete	Complete	Complete	Complete	Complete	Complete	Complete	Complete	Complete	Status		Record	
	6																						Addition	Estima		
3,663,920.00 3,638,571.00 25,349.00 42,892.40	\$ 66,70 \$ (17,543.40) Addition																						Deduction	Estimated Cost		
Total Projec	\$ 66,701.10 Addition				\$ 3,600.00		\$ 10,400.00					\$ 3,120.00	\$ 1,893.17	\$ 681.01	\$ 2,303.55	\$ 4,530.76	\$ 3,258.19	\$ 1,489.29	\$ 14,563.82	\$ 7,219.10	\$ 9,642.21	\$ 4,000.00	Addition	Submitted Cost		
Total Project Contingency:	\$ 84,244.50				\$ 25,000,00	\$ 7,350.00		\$ 1,112.00		ΙÌ		\$ 3,120.00											Deduction	ed Cost		
↔																						,	Order No.	Change		
213,944.40																							Date	Board		

								4	ဒ	2	_	No.	Change Request		i misdale, illiiois
								10/01/14	10/01/14	09/26/14	09/19/14		Date		, Initio
								PAVEMENT PATCH, DuDOT	CLASS B PATCH, 7 INCH (CONCRETE)	TRENCH DRAIN	CONSTRUCTION DELAY		Pay Item		
								After bids had been received for the project, DuPage DOT provided additional comments for construction on 55th Street. This included a unique pavement patch which is different from the plan's specified patch.	Remove and replace a service utility patch that has settled since 2002 and causes icing in front of property carriage walk at 20 S. Adams.	Install trench drain across east driveway of 921 S. Monroe to address winter pavement water ponding.	When a previously unidentified service was located during construction, the construction crew was delayed 2-hours while VOH water department if and where the service was connected to an operational water main.		Description and Reason for Change	Change Order Fie	
								Proposed	Proposed	Proposed	Completed	Status		ld Record	
								\$ 16,500.00	\$ 1,300.00	\$ 3,650.00	\$ 2,000.00	Addition	Estima		
								\$ 5,100.00				Deduction	ated Cost		
												Addition	Submitt		
												Deduction	ed Cost		
												Order No.	Change		
										-		Date	Board		
									PAVEMENT PATCH, DuDOT After bids had been received for the project, DuPage DOT provided additional comments for construction on 55th Street. This included a unique pavement patch which is different from the plan's specified patch. The proposed states of the plan's specified patch. The plan's specified patch.	10/01/14 CLASS B PATCH, 7 INCH Remove and replace a service utility patch that has settled since 2002 (CONCRETE) PAVEMENT PATCH, DuDOT PAVEMENT PATCH, DuDOT After bids had been received for the project, DuPage DOT provided additional comments for construction on 55th Street. This included a unique pavement patch which is different from the plan's specified patch. Proposed \$ 16,500.00 \$	10/01/14 TRENCH DRAIN Install trench drain across east driveway of 921 S. Monroe to address proposed \$ 3,650.00 Install trench drain across east driveway of 921 S. Monroe to address proposed \$ 3,650.00 Install trench drain across east driveway of 921 S. Monroe to address proposed \$ 1,300.00 Install trench drain across east driveway of 921 S. Monroe to address proposed \$ 1,300.00 Install trench drain across east driveway of 921 S. Monroe to address proposed \$ 1,300.00 Install trench drain across east driveway of 921 S. Monroe to address proposed \$ 1,300.00 Install trench drain across east driveway of 921 S. Monroe to address proposed \$ 1,300.00 Install trench drain across east driveway of 921 S. Monroe to address proposed \$ 1,300.00 Install trench drain across east driveway of 921 S. Monroe to address proposed \$ 1,300.00 Install trench drain across east driveway of 921 S. Monroe to address proposed \$ 1,300.00 Install trench drain across east driveway of 921 S. Monroe to address proposed \$ 1,300.00 Install trench drain across earlies are driveway of 921 S. Monroe to address proposed \$ 1,300.00 Install trench drain across earlies are driveway of 921 S. Monroe to address proposed \$ 1,300.00 Install trench drain across earlies are driveway of 921 S. Monroe to address proposed \$ 1,300.00 Install trench drain across earlies are drained across earlies are drained across earlies are drained across each drain across each	09/19/14 CONSTRUCTION DELAY the construction crew was dealyed 2-hours while VOH water department if and where the service was capacited during construction, if and where the service was connected to an operational water main. 10/26/14 TRENCH DRAIN Install trench drain across east driveway of 921 S. Monroe to address writter pavement water ponding. 10/01/14 CLASS B PATCH, 7 INCH Remove and replace a service utility patel hat has settled since 2002 and causes icing in front of property carriage walk at 20 S. Adams. After bids had been received for the project, DuPage DOT provided additional comments for construction on 56th Street. This included a unique pavement patch which is different from the plant's specified patch. After bids had been received for the project, DuPage DOT provided a unique pavement patch which is different from the plant's specified patch. 10/01/14 Dipage DOT provided a unique pavement patch which is different from the plant's specified patch.	When a previously indentified sends was located during construction, the construction crew was delayed 2-hours with VOH water department. Op/26/14 TRENCH DRAIN Install trencth dark arones sest former with the prevented to an operational water main. OD/26/14 TRENCH DRAIN Install trencth dark arones sest former with the prevented water delayed 2-hours with VOH water department. OD/26/14 TRENCH DRAIN Install trencth dark arones sest former with prevented water proposed search or with the prevented water prevented water proposed search or with the prevented water prevented water proposed search or with the prevented water proposed search or with the prevented water proposed search or with the prevented water proposed additional comments for construction or Stoffs Street. This included a padditional comments for construction or Stoffs Street. This included a paddition and comments for construction or Stoffs Street. This included a paddition and comments for construction or Stoffs Street. This included a paddition and comments for construction or Stoffs Street. This included a paddition and comments for construction or Stoffs Street. This included a paddition and construction or Stoff Street. This included a paddition and construction or Stoff Street water and construction or Stoff Street. This included a paddition and construction or Stoff Street water and construction or Stoff Street. This included a paddition and construction or Stoff Street water and construction or Stoff St	Date Pay Item Description and Reason for Change Status Addition Deduction De	Date Pay Item Description and Reason for Change Salus Estimated Cost Submitted Cost Change Coder No. 09/19/14 CONSTRUCTION DELAY When a previously unidentified service was boated during construction. If any where it service was contacted us any gonational valer main. Completed \$ 2,000.00 Deduction Addition Deduction Addition Deduction Addition Deduction Addition One of the control of t

Change Order
Contingency: \$

Budget: \$ Bid: \$

177,069.00 177,069.00

Project Budget
A Lamp Concrete Contractors Bid
Construction Contingency
Contingency balance Less Net Change Orders

2,857,259.00 2,842,580.00 14,679.00 (3,671.00)

Total Project Contingency: \$

(3,671.00)

Construction

Construction Observation

MEMORANDUM

TO:

Chairman LaPlaca and the Environment & Public Services Committee

FROM:

Dan Deeter, Village Engineer

DATE:

November 10, 2014

RE:

Oak Street Bridge Phase 2 (Design Engineering) Street Lighting Update

From the committee's guidance concerning street lighting, attached are the updated street lighting plans for the Oak Street Bridge. Please note that the power supply lines for the lighting shown on sheet 77 are buried lines.

CC

Kathleen Gargano, Village Manager

HRGreen HRGreen.com

Brots Professbruil Deutyn Pen
184-001222 ¥¥ STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION 10010+00 STREET LIGHTING WIRING DIAGRAM LEGEND:

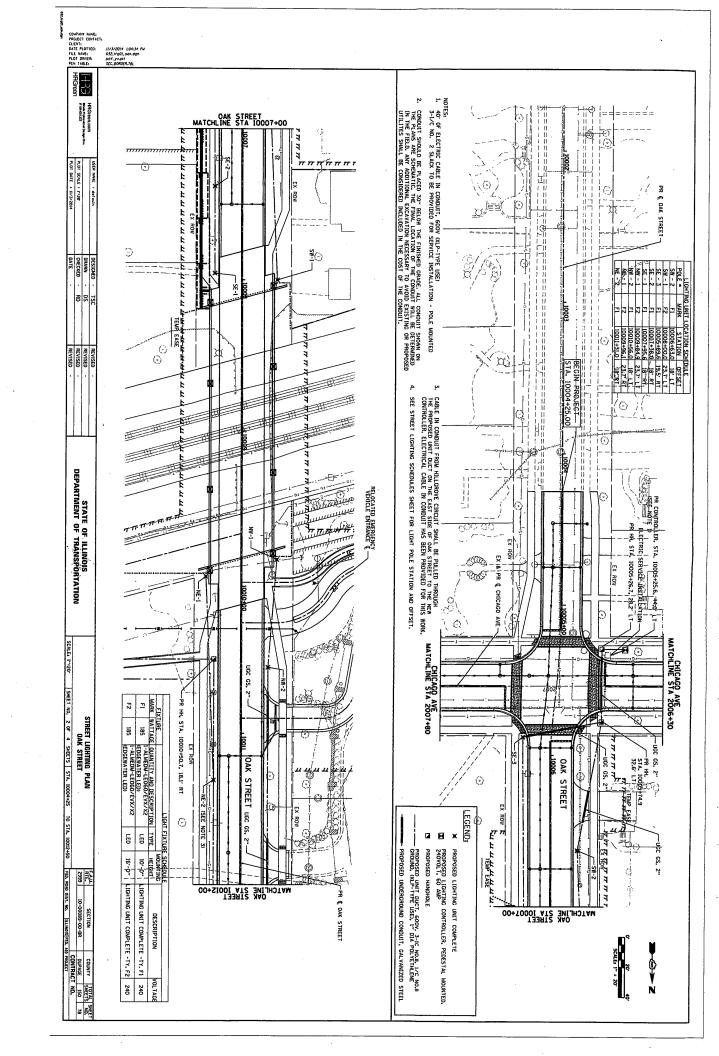
PROPOSSO LIGHTNE UNIT COMPLETE

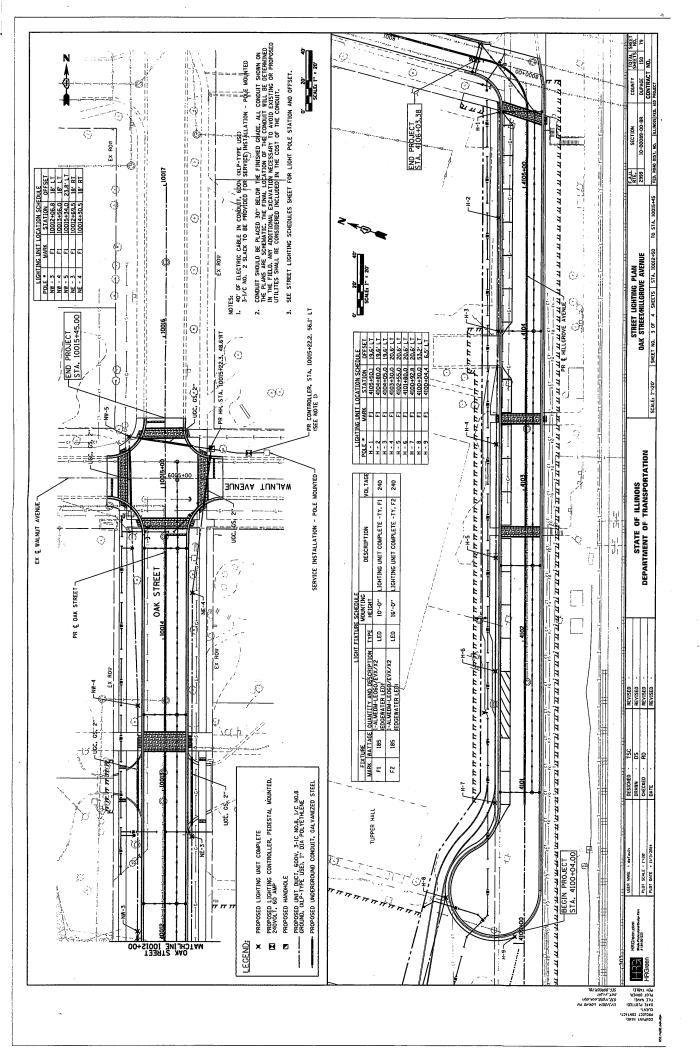
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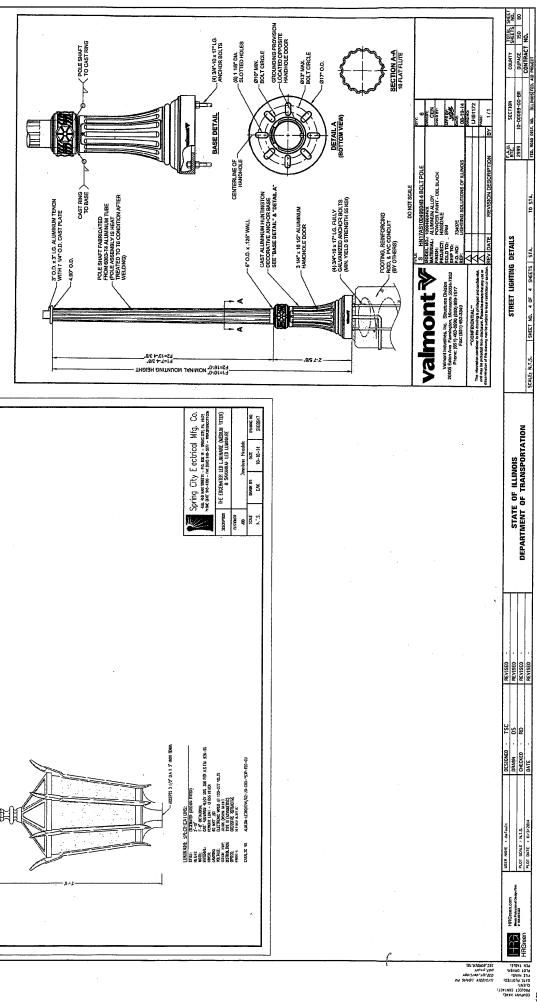
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11/2/2014 1,04,46 PU 022.191.4811.490 041.2Y2014 1,04,46 PU

Veeck Park Wet Weather Facility Hinsdale, Illinois

	Bar Screen	Overflow	Storage	December 19 and the
	Channel	Ht. Above	Tank	Precipitation
Data	Downstream	Weir	Elevation	(inches of
Date	(feet)	(feet)	(feet)	water)
10/01/14	0.00		3.26	0
10/02/14	0.00		2.46	0.24
10/03/14	0.00		24.75	1.16
10/04/14	0.00		6.65	
10/05/14	0.00		3.69	
10/06/14	0.00		4.14	
10/07/14	0.00		0.00	
10/08/14	0.00		0.00	
10/09/14	0.02		4.69	
10/10/14	0.00		4.71	
10/11/14	0.00		4.80	
10/12/14	0.02		4.82	
10/13/14	0.02		4.84	
10/14/14	0.04		5.46	0.39
10/15/14	0.03		15.63	0.58
10/16/14	0.03		11.99	0.01
10/17/14	0.02		3.64	
10/18/14	0.01		3.53	
10/19/14	0.03		3.33	
10/20/14	0.01		3.24	
10/21/14	0.00		3.72	
10/22/14	0.00	•	3.72	
10/23/14	0.00		3.72	
10/24/14	0.00		3.72	
10/25/14	0.00		3.72	
10/26/14	0.00		4.09	
10/27/14	0.04		4.63	
10/28/14	0.00		3.36	
10/29/14	0.00		3.50	
10/30/14	0.00		3.51	
10/31/14	0.00		3.54	

Total Precipiation in October: Departure from Normal:

2.38

-0.77

- Notes:
 1. Minimum tank elevation is 2.0 feet to avoid running the pumps dry and damaging them.
 2. Rain data from Holmes ES, Clarendon Hills, IL weather station.

Village of Hinsdale Grant Funds Awarded in 2009 - 2014

0		4			
Source	Frogram	Purpose	Funds Available		Amount
Illinois Commerce Commission	Crossing Safety Improvement Program Oak Street Bridge - 60% Funding	Oak Street Bridge - 60% Funding	2015 Capital Budget	89	10,200,000
Senator Dillard	State Capital Bill	Oak Street Bridge	Effective January 1, 2011	65	825,000
West Suburban Mass Transit	Car Sale Proceeds	Oak Street Bridge Eng/Construction 50/50 Reimbursement	50/50 Reimbursement	÷ 6/.	395 000
Illinois Dept of Transportation	Federal Highway Bridge Program	Oak Street Bridge Phase I	July 2010 - 80/20	÷ 6/ 5	680 000
DuPage Mayors & Managers	Federal Stimulus	S. Garfield Reconstruction	Paid Through IDOT	÷ 64.	1 632 000
Senator Dillard & Rep Bellock	Emergency Repair Program	Street resurfacing	Unon Project Completion	÷ 64	300,000
Representative Bellock	State Capital Bill	N. Washington Reconstruction	Thon issuance of honds	÷ €	340.000
New Local Transportation Projects	State Capital Bill	Road Improvements	20% released October 2010	÷ •	389 540
Lyons Township	Bond Proceeds	KLM Park Pavilion	Unon Project Completion	÷ 6	150 000
DuPage Mayors & Managers	STP Program	Oak Street Bridge	2015 Canital Budget	• •	3 830 000
IDNR	OSLAD	Improvements to KLM	Awarded	÷ •	150,000
IEPA	ARRA/State Berrolring I con	Conficial Comment	Thataca)	000,001
, defi	TAILLE DE LICYOLVIIIS LOUII	darneid Sewer Separation	Foan docs received 7/05/11	€	444,160
IEFA	ARRA/State Revolving Loan	Chestnut Sewer Separation	Loan docs received 8/16/11	€9	3.728.196
DuPage Mayors & Managers	Surface Transportation Projects	Hinsdale Avenue Resurfacing		₩	311,627
DuPage Mayors & Managers	Surface Transportation Projects	Chicago Avenue Resurfacing	Approved by DMMC	↔	203,291
DuPage Mayors & Managers	Surface Transportation Projects	York/Garfield Resurfacing	11/16/11 for FY 2017	· 69	293.442
DuPage Mayors & Managers	Surface Transportation Projects	N. Madison Resurfacing		· 69	317.765
DuPage Mayors & Managers	Surface Transportation Projects	S. Madison Resurfacing	Approved by DMMC	· 69	274,000
			12/04/12 for FY 2018		•
West Suburban Mass Transit	Car Sale Proceeds	Highland Parking Lot	2/3 reimbursement	œ	100,000
lotal				€9	24,564,021

Village of Hinsdale Grant Applications Under Consideration

Source	Program	Purpose	Status		Amount
IDOT	Federal Highway Bridge Grant	1	Committed to by IDOT	es	4.895.000
IEPA	Illinois Green Initiative Grant (IGIG) Woodlands Green Infrastructure	Woodlands Green Infrastructure	Award Date: 07/01/14	+ €÷	750,000
NFWF.	Green Stormwater Infrastructure	Woodlands Green Infrastructure	Submitted: 07/29/14	↔	300,000
DuPage Mayors & Managers	Surface Transportation Projects	Hinsdale Avenue Resurfacing	Submitted: 08/08/14	€9	500,000
Durage Mayors & Managers	Surface Transportation Projects	Garfield Street Resurfacing	Submitted: 08/08/14	€9	800,000
DuPage Mayors & Managers	Surface Transportation Projects	Chicago Avenue Resurfacing	Submitted: 08/08/14	₩	760,000
Total				↔	\$ 8,005,000