Agenda
Village of Glen Ellyn
Regular Village Board Meeting
Monday, December 13, 2021
7:00 PM
Glen Ellyn Civic Center, Galligan Board Room

Meeting Procedures Statement

Visitors are most welcome to attend all meetings of the Village Board and can find copies of the Agenda on their chairs or online at www.glenellyn.org prior to the meeting. Meetings are taped and also televised on WideOpenWest Channel 6, AT&T Channel 99, and Comcast Cable Services Channel 10. Any individual with a disability requiring a reasonable accommodation in order to participate in a meeting should contact The Village of Glen Ellyn ADA Coordinator, 630-469-5000, at least five (5) business days in advance of the next scheduled meeting. All matters on the Agenda may be discussed, amended, and acted upon.

A. Call to Order

B. Pledge of Allegiance

C. Roll Call

D. Audience Participation

1) Open:

Members of the public are welcome to speak to any item not specifically listed on tonight's agenda for up to (3) three minutes. For those items which are on tonight's agenda, the public will have the opportunity to comment at the time the item is discussed. In either case, please complete the Audience Participation form and turn it in to the Village Clerk. It is requested that, if possible, one spokesman for a group be appointed to present the views of the entire group. Speakers who are recognized are requested to step to a microphone and state their name, their topic and the group, if any, they are representing prior to addressing the Village Board. Individuals wishing to address the Board shall exercise proper decorum and respect for the proceedings and the business of the Village Board, and shall refrain from abusive demeanor and language. The practice of ceding time to other speakers shall be prohibited, except in the discretion of the presiding officer of the meeting. Public officials are not obligated to respond to questions.

E. Consent Agenda - The following items are considered routine business by the Village Board and will be approved in a single vote in the form listed below:

Motion to approve the following items below. These items have been reviewed by the Management Team & Village Attorney and are consistent with the Village's Purchasing Policy (Trustee Fasules)

1) Approve the Recommendation of Village President Mark Senak that the Appoinments be Made for Various Boards and Commissions:

Community Relations Commission: Heaven Martin, Student Commissioner, with a Term Expiring July 31, 2022
Finance Commission: Camile White, Student Commissioner, with a Term Expiring

July 31, 2023; Christopher Goodman, Commissioner, with a term Expiring July 31, 2024

2) Pursuant to Section 1-10-7 of the Village Code, Approve the purchase of parkway trees from Suburban Tree Corsotium in the amount of $149,800, to be expended from the Motor Fuel Tax Fund (Public Works Director Buckley)

3) Authorize the Village Manager to Approve a Contract with Hampton, Lenzini and Renwick, Inc. for Engineering Services for 2022 in a not-to-exceed amount of $199,000, to be expensed to the General Fund (Community Development Director Springer)

4) Authorize the Village Manager to execute the attached Memorandum of Understanding with Glen Ellyn Youth and Family Services for Mental Health Services (Village Manager Franz)

5) Authorize the Village Manager to Execute an Extension of an Agreement for Residential Solid Waste Collection Services with Groot Industries, Inc.,through July 31, 2024 (Assistant Village Manager Rodman)

6) Ordinance No. 6925 - VC, An Ordinance to Create Section 9-5-22 (Schedule V; Main Street Parking Garage Restrictions) and Section 9-5-13 (Schedule M; Handicapped Person Parking Locations) and Amend Section 9-2-12 (E)(1) (Fees) and Section 9-3-5 (Parking Rates and Times) (Police Chief Norton and Finance Director Coyle)

7) Ordinance No. 6926, An Ordinance to Amend Ambulance Service Fees for the Village of Glen Ellyn (Finance Director Coyle)

8) Resolution No. 21 - 14, A Resolution Authorizing the Village to Use Hinsdale Bank & Trust / Wintrust to Receive Collections from Ambulance Billings (Finance Director Coyle)

F. Central Business District (CBD) Streetscape and Utility Improvements Phase II Engineering, Amendment #3 (Presented by Senior Civil Engineer Tom Topor) (Trustee Payne)

1) Motion to Authorize the Village Manager to Execute Agreement Amendment No. 3 for CBD Streetscape and Utility Improvements Phase II Engineering Services with Civiltech Engineering, Inc in the amount of $329,734.48, to be expensed to the Capital Projects and Water & Sewer Funds

G. Apex 400 Redevelopment Agreement Amendment (Presented by Village Manager Franz) (Trustee Thompson)

1) Motion to approve Ordinance No. 6927, An Ordinance Approving a Third Amendment to the Redevelopment Agreement and a First Amendment to the License Agreement for Public Parking Area, Between the Village of Glen Ellyn and GSP Development, LLC Concerning 400 & 418 - 424 N. Main Street

H. Reminders

1) There is a Special Village Board Workshop Monday, January 10 at 5:30 p.m.

2) There is a Village Board Meeting scheduled for Monday, January 10 at 7:00 p.m.

3) There is a Village Board Workshop scheduled for Tuesday, January 18 at 7:00 p.m.

4) There is a Village Board Meeting scheduled for Monday, January 24 at 7:00 p.m.

I. Other Business

J. Adjourn

Glen Ellyn Village Board
535 Duane Street
Glen Ellyn, IL 60137

Meeting 12/13/2021 7:00 PM
Department: Administration
Department Head:
Category: Appointment
Prepared By:

AGENDA ITEM (ID # 2021-1718)

DOC ID: 2021-1718

Approve the Recommendation of Village President Mark Senak that the Appoinments be Made for Various Boards and Commissions:

Community Relations Commission: Heaven Martin, Student Commissioner, with a Term Expiring July 31, 2022
Finance Commission: Camile White, Student Commissioner, with a Term Expiring July 31, 2023; Christopher Goodman, Commissioner, with a term Expiring July 31, 2024

Statement of the Issue:

Analysis:

Budget Impact:

Action Requested:

Attachments:

Glen Ellyn Village Board
535 Duane Street
Glen Ellyn, IL 60137

Meeting 12/13/2021 7:00 PM
Department: Public Works
Department Head: Dave Buckley
Category: Purchase
Prepared By: Jen Brown

AGENDA ITEM (ID # 2021-1705)

DOC ID: 2021-1705

Pursuant to Section 1-10-7 of the Village Code, Approve the purchase of parkway trees from Suburban Tree Corsotium in the amount of $149,800, to be expended from the Motor Fuel Tax Fund (Public Works Director Buckley)

Statement of the Issue:
The Village's tree planting program is normally conducted in both the spring and fall of each year. During a standard spring /fall planting season, the objective of the program is to plant trees in the parkway where a tree has been removed, if the space will provide a good home for a new tree based on tree size, species, and underground utilities. Village membership in the Suburban Tree Consortium (STC) continues to be an instrumental part of the village tree planting program. The benefits of this collaborative effort continues to result in the buying power of economies of scale, high quality trees consistently meeting specifications, and a diverse inventory to choose from. In the past Public Works performed a cost comparison between using STC and nurseries outside STC to purchase and plant trees. The results of this comparison showed a significant savings purchasing trees from STC as well as utilizing the services of the STC tree planting contractor, Pugsley and LaHaie. In the Village's Purchasing policy (Section C (1) (d)), cooperative purchases, such as that through the STC, are a permissible exception to competitive bidding. A cooperative purchase is defined as one or more unit of government purchasing goods and services by competitive bidding. The Tree Purchase and Planting Program helps to achieve Strategic Issue V: Infrastructure by replacing trees in the right-of-way.

Analysis:
After a tree is removed, Public Works determines if a planting space is available based on the area remaining in the parkway, surrounding parkway and private trees, underground utilities and proximity to existing driveways and sidewalks. There are also a number of locations that are available planting spaces but the resident does not want the tree. The cost to plant an average size tree is $350 thru the STC. This includes purchase and installation costs.

The current goal of Public Works is to plant at least one tree for every tree that is removed if there is room to support a new tree. When a tree is removed, the planting space is added to a planting list (unless PW staff determines there is no room) and it will be replanted in the order it was removed. This practice is an attempt to remain fair and ensures residents waiting longest for trees will be planted before a more recent removal. Depending on species (some trees are only able to be planted in Spring) and timing of removal, a resident may have to wait approximately 18 months for a

replacement tree.

When a tree is marked for removal the resident receives a letter from Public Works indicating the reason for removal and, if there is room for a replacement tree, the size of replacement. Residents are allowed and encouraged to request a specific tree species as long as the tree is suitable for the site and size requirements of the planting space. Public Works tries to accommodate requests as best as possible depending on nursery availability and will work with residents if a specific tree cannot be obtained.

The 2022 budget is $149,800, which maintains Public Works yearly goal for tree planting. This will allow for 300 trees to be planted in Spring and 128 trees in the Fall of 2022. Public Works plans to monitor parkway tree reforestation yearly and adjust yearly planting amounts to keep pace with tree removals and available planting spaces.

Budget Impact:
In an effort to continue reforestation efforts in 2022 and striving to keep the time between removal and replacement of trees at a minimum, Public Works has budgeted for the purchase and planting of 428 trees in 2022 utilizing funds from Motor Fuel Tax revenues for the cost of $149,800.

Action Requested:
Motion to approve funding of 428 trees to be planted in the Spring and Fall as part of the 2022 annual tree planting program in partnership with the Suburban Tree Consortium, West Central Municipal Conference of River Grove, Illinois, for the not-to-exceed amount of $149,800 to be expensed to the Motor Fuel Tax Fund (Account No. 21000-521100).

Attachments:

Glen Ellyn Village Board
535 Duane Street
Glen Ellyn, IL 60137

Meeting 12/13/2021 7:00 PM
Department: Community Development
Department Head: Staci Springer
Category: Agreement
Prepared By: Staci Springer

AGENDA ITEM (ID # 2021-1719)

DOC ID: 2021-1719

Authorize the Village Manager to Approve a Contract with Hampton, Lenzini and Renwick, Inc. for Engineering Services for 2022 in a not-to-exceed amount of $199,000, to be expensed to the General Fund (Community Development Director Springer)

Statement of the Issue:
See the attached memo.

Analysis:
See the attached memo.

Budget Impact:
See the attached memo.

Action Requested:
See the attached memo.

Attachments:
1. 2022 Civil Engineering Assistance Contract
2. Civil Engineering Assistance Quote Comparison Chart 12-7-21

MEMORANDUM

TO: Mark Franz, Village Manager

FROM: Staci Springer, Director of Community Development

DATE: December 1, 2021

RE: Civil Engineering Consulting Assistance in 2022

Background:

The Village of Glen Ellyn adopted the DuPage County Countywide Stormwater & Floodplain Ordinance in January of 1997. The principal purpose of the Ordinance is to promote effective, equitable, and legal stormwater management measures. As a full waiver community, all aspects of the Ordinance are enforced by the Village's Stormwater Administrator who has been the Senior Civil Engineer in the Community Development Department in the recent past. All stormwater applications are reviewed, and stormwater certifications issued, by the Senior Civil Engineer.

For many years, the Village has utilized third-party inspection firms, in varying capacities, to assist in reviewing stormwater applications. From 2005 to 2012, the Village exclusively used consultants for engineering services. In 2012, the Village hired a part-time stormwater engineer, but continued to use engineer consultants for back-up. In order to provide a greater continuity of service between Village Departments and our customers, the stormwater engineering position was restructured from part-time to full-time in the 2019 budget. Along with the responsibility to perform stormwater reviews and respond to resident complaints about flooding during heavy rains, this full-time position served to relieve the Public Works Department of engineering review responsibilities on smaller commercial and residential developments. The position serves as the link between the Community Development and Public Works Departments for all engineering reviews.

Issue:

Amy McKenna, the previous Senior Civil Engineer, resigned from her position as the Village's Senior Civil Engineer in the Community Development Department in July, 2021 to return to private practice. Since then, we have been using the firm that currently employs her, Hampton, Lenzini and Renwick, Inc. ("HLR"), for consulting engineering services. Since her departure, we have been trying unsuccessfully to fill the vacancy created by her resignation. Unfortunately, after posting the position twice, we have had only a few responses and have not found a suitable candidate for the position. We understand that Public Works and other municipalities have also experienced a similar level of difficulty in their attempts to fill engineering positions in the current job market. The private sector appears to be more lucrative for engineers at this time.

By engaging HLR for consulting engineer services since July, we have been able retain Amy McKenna's expertise and knowledge and keep pace with permit processing. Amy McKenna is leading the HLR team of 3 to 4 engineers currently serving the Village and engineering duties have continued smoothly thus far.

Since we have been unsuccessful in identifying a suitable candidate to fill the Senior Civil Engineer position over the last several months, we would like to delay attempts to hire a staff engineer at this time and consider reposting the position in the fall of 2022 if the engineer recruitment possibilities improve at that time. As was initially reflected in the draft 2022 Budget, once the Senior Civil Engineer position is filled, we will continue to propose that a part-time consulting engineer provide backup assistance. The consultant will assist the Senior Civil Engineer during both the rainy/hectic construction period of spring through fall and with engineering studies over the winter. The part-time consulting engineer cost of $95,000, in addition to the Senior Civil Engineer salary, was shown in drafts of the budget earlier this year. However, the approved budget reflects using a consultant for the entirety of 2022 due to the unusual recruitment circumstances.

Request for Proposals:
A Request for Proposals for Civil Engineering Assistance was sent out on September 15, 2021 to four engineering firms. The following three firms submitted a proposal.

- Christopher B. Burke Engineering, Ltd., Rosemont, IL
- Hampton, Lenzini and Renwick, Inc., Elgin, IL
- Robinson Engineering, Itasca, IL

Following a review of the proposals, the Village entered into a contract with HLR. The existing contract with HLR is effective through the end of this year. The above-referenced RFP requested both flat and hourly rates depending on the service to be provided. Please note that the Village passes on out-of-pocket costs to applicants and petitioners.

As we have been working with HLR over the past few months, we have found that charging a flat fee for services is disadvantageous for many residents/applicants. For example, a residential drainage project review can take 30 minutes to 4.5 hours, depending on the materials received/not received, the complexity of the site, and the amount of communication necessary with the property owner's engineer. HLR's flat fee for this type of project assumes 3.75 hours work. For some projects this is appropriate, but for most projects it is excessive. Therefore, we propose to move to a time and materials basis for billing purposes. In this way, each customer will pay based on the actual time spent on their project, rather than an average cost for all projects which is burdensome for simple projects.

With the change in the fee structure (moving from flat fee to hourly), HLR updated their hourly fees which are reflected on the attached chart. HLR's updated rates are similar to Robinson Engineering, which are both lower than the hourly rates offered by Christopher Burke Engineering.

Budget Impact:
The amount requested in the motion is equal to the amount budgeted for stormwater engineering services in the 2022 budget.

Staff Recommendation:
Based on HLR being one of two comparable lowest quotes, coupled with the positive experience we have had with HLR's consulting services thus far, we believe it would be appropriate to continue using HLR consulting services through 2022. The past two years have been trying for the Department and continuing with HLR would provide some stability in the engineering function for the coming year. The staff of HLR understand the processes and expectations of the Village and given the dramatic

increases the Department has experienced in building permit, building inspection, and email activity as well as the departure and replacement of multiple employees, having consistency in engineering personnel and operations would be beneficial for the Department.

Based on the last three months of experience using HLR, we believe the monthly billings will average approximately $18,000-$20,000 per month. Of this amount, we expect to be reimbursed by customers for approximately 66% of HLR's bills, as has been our recent experience. Therefore, the remaining cost of the service contract will be approximately $72,000 - $79,000, which is lower than the salary of the previous Senior Civil Engineer.

Village Board Action:

It is requested that the Village Board authorize Village staff to enter into a contract with HLR Engineering for consulting engineer services for 2022.

Attachment: RFP Quote Comparison Chart
HLR Draft Contract

C: Rich Daubert, Professional Engineer
Steve Witt, Building and Zoning Official
Randy Newkirk, HLR

Request for Proposal for Civil Engineering Assistance Quote Comparisons*									
Services	Christopher B. Burke Engineering, LTD.			Hampton, Lenzini and Renwick, Inc.			Robinson Engineering		
	Hourly Rates	Initial Review and (1) Re-review, each	Subsequent Reviews (3+), each	Hourly Rates	Initial Review and (1) Re-review, each	Subsequent Reviews (3+), each	Hourly Rates	Initial Review and (1) Re-review, each	Subsequent Reviews (3+), each
Flat Fee for Residential Plan Review for a new single family home	160	560 (one site visit included)	160	140	995	250	140	465	275
Flat Fee for Residential Plan Review for additions and projects 1,500 SF or greater (Additions, landscaping, stormwater improvements, etc.)	160	480 (one site visit included)	160	140	995	250	140	425	275
Flat Fee for Residential Drainage Plan Review for projects 300 SF to 1,499 SF (Accessory structures, decks, patios, pergolas or similar structures, impervious surfaces, retaining walls, etc.)	160	480 (one site visit included)	160	140	495	165	140	400	225
Hourly rate for plan review and inspection services for private development projects requiring review by the Plan Commission, Zoning Board of Appeals, and/or Village Board	160			140			140		
Hourly rate for attendance at Plan Commission, Zoning Board of Appeals, and/or Village Board meetings as needed/requested	160			165			160		
Hourly rate for response to questions, complaints and calls related to flooding, stormwater, floodplains, floodways, runoff and civil engineering on private property, including associated on-site investigations	160			140-165			140		
Hourly rate for problem developments and/or soil erosion control maintenance, including, but not limited to, on-site meetings and/or construction inspections	160			165			140		
Hourly rate for response to FOIA requests	160			140			172		
Hourly rate for participation in the DuPage County Stormwater Municipal Engineer's Group (meeting attendance time only)	160			165			0		
Hourly rate for documentation and outreach for the FEMA Community Rating System	160			165			140		
Hourly rate to perform final engineering and grading survey reviews	160			140			140		
Hourly rate for PE to oversee and sign documents as required by the DuPage County Countywide Stormwater Ordinance	160			165			155		

Glen Ellyn Village Board
535 Duane Street
Glen Ellyn, IL 60137

Meeting 12/13/2021 7:00 PM
Department: Police
Department Head:
Category: Agreement
Prepared By:

AGENDA ITEM (ID # 2021-1721)

DOC ID: 2021-1721

Authorize the Village Manager to execute the attached Memorandum of Understanding with Glen Ellyn Youth and Family Services for Mental Health Services (Village Manager Franz)

Statement of the Issue:
This item proposes a Memorandum of Understanding with the Glen Ellyn Youth and Family Services which will increase funding for 2022 to $190,000.

Analysis:
At the November 15 Village Board Workshop, Glen Ellyn Youth and Family Services (GEYFCS) provided an update to the Village Board and requested funding of $190,000 for calendar year 2022. In 2021, GEYFCS was funded at $85,000 and a few years ago, the Village funded GEYFCS at $35,000 a year. The recent increases in the request were in response to an increased need for counseling services in the community, particularly for young people at-risk. Recently, Milton Township approved an $800,000 property tax levy for the newly created 708 Mental Health Board. Such funds, when collected, may be distributed to organizations that provide mental health services in Milton Township communities. It is hoped that, beyond 2022, such funds will replace some or all of the Village's contributions to GEYFCS. The increased contributions from the Village will allow for additional counselors and expand the capacity of GEYFCS to help those in need of its services.

Budget Impact:
The 2022 budget for the General Fund includes $85,000 for Glen Ellyn Youth and Family Services. The 2022 budget for the American Rescue Plan Act (ARPA) Fund includes $30,000 for mental health services. Staff proposes funding the additional $75,000 from the ARPA Fund. At the beginning of each fiscal year, rollforward budget amendments are brought to the Village Board. If this MOU is approved, staff will bring forward the $75,000 amendment at that time.

Action Requested:
Approve the attached Memorandum of Understanding.

Attachments:
1. GEYFCS MOU-2021-12-08-Final

Memorandum of Understanding Between the Village of Glen Ellyn and the Glen Ellyn Youth and Family Counseling Service Related to Providing Mental Health Support services to the Village of Glen Ellyn

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into this _____day of December 2021, by and between the Village of Glen Ellyn (the "Village") and Glen Ellyn Youth and Family Counseling Service (the "GEYFCS"), for the purpose of GEYFCS providing mental health services to the community through the financial support of the Village.

WHEREAS, the Village of Glen Ellyn is a municipal corporation organized under the laws of the State of Illinois; and

WHEREAS, Glen Ellyn Youth and Family Counseling Service is a not-for profit corporation, organized under the laws of the State of Illinois; and WHEREAS, the Village and GEYFCS are committed to collaborating on ways to provide mental health services to those in need in an efficient and effective manner, including the sharing of police reports and information necessary to facilitate counseling, in strict confidentiality between GEYFCS counselors and police personnel to the fullest extent allowed by law.

NOW, THEREFORE, in consideration of the aforementioned objectives, and under the authority conferred by Article 7, § 6 (a), of the Illinois Constitution of 1970 Granting a home rule municipality authority to exercise a power and perform any function pertaining to its government and affairs for protection of the public health, morals and welfare, the parties hereby agree to the following terms of understanding:

1. **Parameters:** GEYFCS have agreed to provide mental health services to youths and adults through the hiring of counselors and support staff to work with the schools and Village, in particular the Police Department, to serve the needs of the community. The community to be served (Service Area) is intended to include all individuals and families serviced by the Glen Ellyn school district areas, including any persons referred by the Police Department, regardless of residency. In return, the Village will fund those efforts in a total of $190,000 for 2022 calendar year. These funds will be utilized to:
    a. Complete an assessment of mental health needs in the Service Area by July 1, 2022 to determine where there may be gaps in mental health services and where to focus mental health efforts in the community.
    b. Counselors:
        i. Serve the community by conducting not less than 150 hours per month of counseling services during calendar year 2022.
        ii. Upon mutual agreement between GEYFCS, these counselors may be asked to keep some office hours in the Police Station, Library, or Civic Center.

iii. At the request of the Police Department, a counselor is available to respond to a call for assistance within a reasonable amount of time, based on the nature of the crisis.

c. Complete semi-annual reports to track counseling hours, responses to Village requests, and other general updates and provide monthly "Director Reports" to the Village.
d. Apply for grant funding to the Milton Township 708 Board by the deadline in 2022, to the fullest extent allowed.
e. Submit budget and financial reports to the Village annually.
f. The Executive Director of GEYFCS shall coordinate directly with the Glen Ellyn Chief of Police.
    i. For the purpose of confidentiality, all laws pertaining to the Juvenile Court Act, HIPAA and any other applicable statutes, shall be adhered to.

2. **Funding:** The Village will pay GEYFCS $190,000 in CY2022 in quarterly installments, to be paid by January 1, April 1, July 1, and Oct 1, 2022.

3. Miscellaneous

a. Nothing contained in this MOU shall be construed to constitute the Village or the GEYFCS as an agent, representative or employee of any of the other. Nor shall anything contained in this MOU be construed in any manner to create any relationship between the Village and the GEYFCS other than what is expressly specified herein, and the parties shall not be considered partners or co-venturers for any purpose on account of this MOU.
b. Any notice required to be delivered shall be deemed to have been received when the notice has been sent by certified mail, return receipt, overnight carrier, or hand delivered with signed receipt to the following addresses:

To the Village: Mark Franz, Village Manager
Village of Glen Ellyn
535 Duane Street
Glen Ellyn, Illinois 60137

To the GEYFC: Deanna Filkins
GEYFCS
535 Forest Avenue
Glen Ellyn, IL 60137

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have executed this Agreement on this date first written above.

VILLAGE OF GLEN ELLYN

By: _____

Title: _____

Date: _____

GLEN ELLYN YOUTH AND FAMILY COUNSELING SERVICE

By: _____

Title: _____

Date: _____

Glen Ellyn Village Board
535 Duane Street
Glen Ellyn, IL 60137

Meeting 12/13/2021 7:00 PM
Department: Administration
Department Head:
Category: Agreement
Prepared By:

AGENDA ITEM (ID # 2021-1722)

DOC ID: 2021-1722

Authorize the Village Manager to Execute an Extension of an Agreement for Residential Solid Waste Collection Services with Groot Industries, Inc.,through July 31, 2024 (Assistant Village Manager Rodman)

Statement of the Issue:

On July 31, 2017, the Village entered into an agreement with Republic Services, Inc. to provide residential solid waste collection services (Attachment 1). Shortly thereafter, the contract was sold to Groot Industries, Inc. with the approval of the Village. The current agreement is for a five (5) year term, expiring on July 31, 2022. The contract provides the Village the option, at its sole discretion, to extend the agreement an additional two (2) years, through July 31, 2024. If the Village desires to extend the agreement, we must notify Groot at least 150 days in advance of the expiration of the contract (by March 3, 2022).

Analysis:

Background

Prior to entering into the 2017 agreement with Republic Services, the Village undertook a resident survey and completed a Request for Proposals (RFP) process. The two primary factors that drive the cost of refuse rates in our community are the single-day pick and the day of the week. Currently, the entire Village receives pick-up on Mondays (the most desirable day). The results of the 2017 survey indicated that 92% of residents were satisfied with the Monday pick-up. Furthermore, even with the prospect of more favorable pricing, 58% of residents preferred to keep the Monday collection and only 18% were not supportive of maintaining the Monday pickup at an increased cost. After reviewing several alternatives, the Village Board elected to maintain the single-day, Monday pick-up. While the Village Board recognized the increased cost associated with this service model, it was apparent from the community feedback received that this was the preferred model.

Since having taken over the agreement, Groot Industries has done an excellent job serving the Glen Ellyn community. In addition to continuing to provide quality residential solid waste collection, Groot also provides refuse/recycling collection in the Central Business District (CBD) and most recently, has taken on refuse removal responsibilities for the new Civic Center Parking Garage and Pedway, without added cost to the Village.

Analysis

Per the agreement, refuse rates increase annually on August 1st at the rate of CPI, with a minimum increase of 3% and a maximum increase of 5%.The current refuse rates are attached to this memo (Attachment 2). As noted above, the two most significant factors the Village has control over, which influence refuse rates are: (1) the day(s) of the week pick-up occurs, and (2) how many days of the week pick-up occurs. Village staff have prior experience conducting RFP's for residential solid waste collection and have also worked with multiple waste haulers. Based upon our experience, should the Village decide to undertake the RFP process, it is

unlikely more than one (1) or two (2) waste haulers will bid on a single-day contract. Most haulers do not have the capital available to deploy for a single-day pick-up in a community the size of Glen Ellyn.

Staff reached out to Groot Industries in attempt to renegotiate the price structure of the existing agreement. Groot was unwilling to modify the pricing and cited the following reasons.

1. The cost/amount of residential solid waste has increased substantially due to the pandemic. As our current agreement is not solely volume based, they are taking in additional materials without receiving additional revenue.
2. The commercial solid waste market significantly declined during the pandemic (this is typically a volume-based market).
3. The market for recyclables continues to be tenuous, as the international market has significantly increased restrictions on the type and quality of materials accepted over the past few years.
4. The Village's refuse contract was one Groot purchased and not one they initially negotiated. As such, it does not necessarily fully account for the cost of services they provide.

Recommendation
Due to the Village's satisfaction with the current service provided by Groot, the previously expressed desire of the community to maintain the single-day, Monday pick-up structure, and the limited number of haulers able to meet the Village's preferred solid waste collection structure, Village staff recommend the Village exercise the option to extend the existing agreement through July 31, 2024.

Budget Impact:
The cost for residential solid waste collection is a pass through cost, borne directly by the residents receiving the service.

Action Requested:
Motion to Approve an Extension of an Agreement for Residential Solid Waste Collection Services with Groot Industries, Inc.,through July 31, 2024.

Attachments:
1. 2021 Refuse Pricing
2. 2017 Refuse Contract_Final

Monthly Rates - Effective on the August 1, 2021, Village Services Bill

Service: Curbside or Rear Door	Monthly Rates	Monthly Supplemental Rates							Total Monthly Rate 2021	Total Monthly Rate 2020	Additional Monthly Cost	Additional Annual Cost
	2021	Branch/ Brush	Reserves (storm)	Toter	Admin.	Clean Sweep	Recycl. Credit	Subtotal				
35 gallon curb	$12.82	$ 1.44	$ -	$ 0.30	$ 1.25	$ 0.42	$ -	$ 3.41	$16.23	$15.86	$0.37	$4.44
65 gallon curb	$16.95	$ 1.44	$ -	$ 0.30	$ 1.25	$ 0.42	$ -	$ 3.41	$20.36	$19.87	$0.49	$5.88
95 gallon curb	$19.36	$ 1.44	$ -	$ 0.30	$ 1.25	$ 0.42	$ -	$ 3.41	$22.77	$22.21	$0.56	$6.72
35 gallon curb senior	$11.54	$ 1.44	$ -	$ 0.30	$ 1.25	$ 0.42	$ -	$ 3.41	$14.95	$14.62	$0.33	$3.94
35 gallon rear	$21.76	$ 1.44	$ -	$ 0.30	$ 1.25	$ 0.42	$ -	$ 3.41	$25.17	$24.54	$0.63	$7.56
35 gallon rear senior	$19.58	$ 1.44	$ -	$ 0.30	$ 1.25	$ 0.42	$ -	$ 3.41	$22.99	$22.43	$0.56	$6.77
65 gallon rear	$28.86	$ 1.44	$ -	$ 0.30	$ 1.25	$ 0.42	$ -	$ 3.41	$32.27	$31.43	$0.84	$10.08
95 gallon rear	$28.86	$ 1.44	$ -	$ 0.30	$ 1.25	$ 0.42	$ -	$ 3.41	$32.27	$31.43	$0.84	$10.08
35 gal. compost	$11.88	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$11.88	$11.53	$0.35	$4.20
65 gal. compost	$13.81	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$13.81	$13.41	$0.40	$4.80
95 gal. compost	$17.19	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$17.19	$16.69	$0.50	$6.00

Ancillary Rates - August 1, 2021	
Solid Waste Sticker	$2.82
Yard Waste Sticker	$2.82
Leaf Sticker	$1.70
Cart Exchange	$20.26

AGREEMENT FOR
RESIDENTIAL SOLID WASTE COLLECTION SERVICES

WHEREAS, the Village of Glen Ellyn ("VILLAGE") requires a qualified solid waste hauler to provide residential solid waste collection services;

WHEREAS, the Village sought competitive Request for Proposals ("the RFP") from prospective vendors, which were due on May 4, 2017;

WHEREAS, Republic Services, Inc. ("REPUBLIC") submitted a response to the RFP, which the Corporate Authorities of the Village found to be the lowest and most responsive and responsible proposal;

WHEREAS, certain additional terms and conditions were negotiated between the parties and agreed to; and

WHEREAS, the parties wish to execute an agreement to state their common contractual obligations.

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE VILLAGE AND REPUBLIC AS FOLLOWS:

1. REPUBLIC shall perform residential solid waste collection services for the VILLAGE in full accordance with the terms and conditions contained with the VILLAGE'S RFP, Addenda thereto, and the Response and best and final offer thereto, submitted by REPUBLIC. Specifically, REPUBLIC agrees to provide the Base Scope of Services as set forth in the RFP, in addition to those additional services described in:

Alternate Proposals -

- #2a - 12 month/year-round curbside organics/composting collection
- #3 - Weekly Curbside E-waste collection
- #4 - Clean Up Week – Take-All Program (every other year)
- #8 - Village Links/Reserve 22 Collection

2. The agreement between the parties shall be for a period of five (5) years commencing on August 1, 2017, and ending Midnight on July 31, 2022. At the expiration of the initial five (5) year term, the VILLAGE reserves the right, at its sole option, to renew and extend this Agreement an additional two (2) years. If the VILLAGE desires such an extension, the Village will notify REPUBLIC no later than 150 days before the expiration of the initial five year term.

3. The charges for the services performed by REPUBLIC shall be those set forth in ***Exhibit A*** attached to and made a part of this Agreement. Those rates shall be

REPUBLIC SERVICES, INC.

By: Bruce Thomas
(title) GM

Date: 7/31/17

Attest: Jim Cline
Municipal Services Manager
(title)

Year 1 Pricing - Republic Services Eff. August 1, 2017		Monthly
Line #	Service Type	Unit Cost
A	1 x week curbside refuse/recycling collection (35 gal. wheeled cart)	$ 11.40
B	[Senior] 1 x week curbside refuse/recycling collection (35 gal. wheeled cart)	$ 10.26
C	1 x week rear door refuse/recycling collection (35 gal. wheeled cart)	$ 19.33
D	[Senior] 1 x week rear door refuse/recycling collection (35 gal. wheeled cart)	$ 17.40
E	1 x week curbside refuse/recycling collection (65 gal. wheeled cart)	$ 15.06
F	1 x week rear door refuse/recycling collection (65 gal. wheeled cart)	$ 25.64
G	1 x week curbside refuse/recycling collection (95 gal. wheeled cart)	$ 17.20
H	1 x week rear door refuse/recycling collection (95 gal. wheeled cart)	$ 25.64
I	Seasonal Subscription-1x week curb-side landscape/compost collection (35 gal. wheeled cart) 12 mo./year-round	$ 10.54
J	Seasonal Subscription-1x week curb-side landscape/compost collection (65 gal. wheeled cart) 12 mo./year-round	$ 12.27
K	Seasonal Subscription-1x week curb-side landscape/compost collection (95 gal. wheeled cart) 12 mo/year-round	$ 15.27
L	Additional Refuse Sticker	$ 2.50
M	Landscape Waste Sticker	$ 2.50
N	Leaf Sticker	$ 1.50
O	Number of Refuse Stickers Required for Large Household Item (> 50 lbs.) Collection	2.0
P	Emergency Debris Collection (per ton cost)	$ 175.00
Q	Clean Sweep/Take All (per ton cost)	$ 175.00
R	Cart Exchange Fee	$ 18.00

Notes:

1. Senior discount for Line #B & #D is 10%

E-Waste Collection - REFUSE STICKERS

Service Type	# of Stickers	Unit Cost	Total Price
TV and monitors up to 25"	10	$ 2.50	$ 25.00
TV Monitors > 25"	16	$ 2.50	$ 40.00
Bundles of E-waste	6	$ 2.50	$ 15.00
Single Small E-Waste Items	2	$ 2.50	$ 5.00

E-Waste Collection - NEW "E-Waste Only" STICKERS

Service Type	# of Stickers	Unit Cost	Total Price
TV and monitors up to 25"	5	$ 5.00	$ 25.00
TV Monitors > 25"	8	$ 5.00	$ 40.00
Bundles of E-waste	3	$ 5.00	$ 15.00
Single Small E-Waste Items	1	$ 5.00	$ 5.00

EXHIBIT
B

VILLAGE OF GLEN ELLYN

RESIDENTIAL SOLID WASTE COLLECTION SERVICES REQUEST FOR PROPOSALS

VILLAGE OF GLEN ELLYN
535 DUANE STREET
GLEN ELLYN, IL 60137
www.glenellyn.org
(630) 469-5000

April 5, 2017

VILLAGE OF GLEN ELLYN
RESIDENTIAL SOLID WASTE COLLECTION SERVICES
REQUEST FOR PROPOSALS

A. GENERAL TERMS AND CONDITIONS

1. Request for Proposals

The Village of Glen Ellyn (hereinafter "Village"), located in DuPage County, Illinois, is seeking proposals for the provision of professional services for refuse, recyclables, yard waste, and composting collection services. The Village wishes to provide residents with comprehensive, high quality refuse, recyclables, yard waste, and composting collection services. The Village intends to enter into a contract with a qualified and responsible firm for such services, and accordingly are furnishing herein a set of specifications by which such proposals shall be judged. Any firm (hereinafter "Contractor") desiring to furnish a quotation for such services shall submit proposals following the instructions and format of the attached Request for Proposal (RFP) documents.

2. Contract

It is the express intent of the Village to enter into an exclusive Residential Solid Waste Collection Services Agreement (hereinafter "Agreement") for single family detached residential collection, single family attached residential collection and certain, small multi-family units and complexes in the Village of Glen Ellyn to become a part of the final Agreement. The Agreement shall not include large multi-family, commercial, industrial or institutional properties within the Village of Glen Ellyn.

3. Proposal Delivery Procedures

Sealed proposals shall be delivered to the Village Manager, at the Village of Glen Ellyn Civic Center, 535 Duane Street, Glen Ellyn, IL 60137 by no later than 3:00 p.m. May 4, 2017. Sealed envelopes should be clearly labeled, "Sealed Proposal for Residential Solid Waste Collection Services," with the following information: Contractor's name and address; date and time of opening. One (1) original and two (2) photocopies, and one (1) electronic (USB or Compact Disc) of the proposal should be furnished, along with the $25,000 security deposit in the form of a certified check, cashier's check, or bond, payable to the Village of Glen Ellyn. If sent by mail, the sealed envelope containing the proposal must be enclosed in another envelope addressed to the Village of Glen Ellyn at the location stated in this paragraph.

Proposals received prior to the time of opening will be securely kept; unopened. A representative from the Village Manager's office, whose duty it will be to open the proposals, will announce when the specified time has arrived and no proposal received thereafter shall be considered. No responsibility shall be attached to the employee opening the proposals or the Village of Glen Ellyn for the premature or non-opening of a proposal not properly addressed and identified, except as otherwise provided by law.

must be acknowledged in writing as part of all submitted proposals. Contractors shall be responsible for ensuring that they have received any and all addenda. The Village shall not assume responsibility for the receipt by the Contractor for any addenda.

8. Investigation by Potential Contractor

It shall be the responsibility of the Contractor to thoroughly read and understand the information, instructions and specifications. Contractors are expected to fully inform themselves as to the conditions and requirements of the services to be provided. Failure to do so is at the Contractors' own risk. No plea of error or plea of ignorance by the Contractor of the conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Contractor to make the necessary examinations and investigations will be accepted as a basis for verifying the requirements of the Village. The Village will assume that submission of a proposal means that the Contractor has familiarized itself with the conditions and requirements and intends to comply with them unless specifically noted otherwise.

9. Checklist of Submittals

The checklist of submittals is furnished only to help the Contractor ensure that a complete proposal is submitted. It is not a substitute for the careful reading of and response to all of the RFP documents.

10. Proposal Security

Each proposal shall be accompanied by a security deposit, which shall be in the form of a certified check or bank's cashier's check or surety bond in the amount of twenty-five thousand dollars ($25,000), made payable to the Village of Glen Ellyn. Proposals submitted without the required security shall be rejected.

After formal written notification by the Village that an Agreement has been established, the proposal security of the successful Contractor shall be forfeited to the Village in the event that the Contractor shall withdraw its proposal, or neglect or refuse to enter into a contract and submit the required bond, and the Contractor shall be liable for any damages the Village may thereby suffer.

Proposal securities shall be released as follows:

(a) the successful Contractor's security shall be retained until the required performance bond has been furnished;

(b) proposal securities of the proposing Contractors shall be held until the successful Contractor's performance bond has been furnished, at which time the checks will be promptly returned to the unsuccessful Contractors.

12. Statement of Certification

The enclosed statement of certification must be signed and submitted in order for a proposal to be considered. It is necessary that this be done under oath; therefore this form must be notarized.

13. Rejection; Waiver

The Village reserves the right to reject any and all proposals or parts thereof; waive formalities, technical deficiencies and irregularities; or otherwise solicit new proposals if some other manner of negotiation better serves its interests, and to award the agreement in a manner that best serves the interest of the Village.

14. Agreement Term

The initial term of this Agreement will be five (5) years commencing on August 1, 2017, and shall remain in full force and effect through July 31, 2022. At the expiration of the initial five (5) year term, the Village reserves the right, at its sole discretion, to renew and extend this Agreement an additional two (2) years. If such an extension is desired by the Village, the Contractor will be notified no later than 150 days before the expiration of the initial five (5) year term.

Commencing not less than five (5) months (150 days) prior to the commencement of the extension of the Agreement, the Village and the Contractor shall engage in good faith negotiations to develop solid waste collection rates attributable to the forthcoming years in question. Among the factors to be considered shall be increased or decreased costs incurred by the Contractor, and increases in the Contractor's productivity, the Contractor's service since the beginning of the Agreement, and prices paid in comparable communities. In the event the Village and the Contractor are unable to agree upon a suitable price, either party may terminate this Agreement by written notice to the other party at least ninety (90) days prior to the expiration date of this Agreement. Otherwise, the Agreement will terminate on August 1, 2022.

Beginning August 1, 2018, and on the first day of every August thereafter throughout the term of this Agreement or any extension thereof, the fee for refuse services provided pursuant to this Agreement shall be adjusted on the basis of the then-current costs in accordance with the following formulas:

(a) The fee for refuse services, including sticker fees and cart exchange fees, will be adjusted annually beginning on August 1, 2018 based on the percentage of change of the published Chicago-Gary-Kenosha Consumer Price Index during the preceding calendar year. The percentage of change of the Consumer Price Index shall be computed by using the prior December's Chicago-Gary-Kenosha CPI-U.

(b) Price change computations which result in fractions equal to or greater than one half (1/2) of one cent shall be rounded up to the nearest cent. Price change computations which result in fractions less than one half (1/2) of one cent shall be rounded down to the nearest cent.

19. Contact with Village Personnel

All vendors are prohibited from discussing this request for proposal with the Village President, Trustees, or any other official or employee of the Village or Glen Ellyn with regard to the request for proposals, other than in the manner and to the person(s) designated herein. The Village Manager or his designee reserves the right to disqualify any vendor found to have contacted Village Personnel in any manner with regard to the request for proposals. Additionally, if the Village or designee determines that the contact with Village Personnel was in violation of any provision of 720 ILCS 5/33E, the matter will be turned over to the DuPage County's State's Attorney for review and prosecution.

20. Disclosure of Potential or Actual Conflict of Interest

The Village of Glen Ellyn prohibits public officials or employees from performing or participating in an official act or action with regard to a transaction in which he has or knows he will thereafter acquire an interest for profit, without full public disclosure of such interest. This disclosure requirement extends to the spouse, children and grandchildren, and their spouses, parents and the parents of a spouse, and brothers and sisters and their spouses. Refer to Section 1-12-1, et. seq., of the Glen Ellyn Village Code, Ethics Policy.

To ensure full and fair consideration of all proposals, the Village requires all vendors including owners or employees to investigate whether a potential or actual conflict of interest exists between the vendor and the Village, its officials, and/or its employees. If the vendor discovers a potential or actual conflict of interest, the vendor must disclose the conflict of interest in its proposal, identifying the name of the municipal official or employee with whom the conflict may exist, the nature of the conflict of interest, and any other relevant information. The existence of a potential or actual conflict of interest does NOT, on its own, disqualify the disclosing vendor from consideration. Information provided by the vendor in this regard will allow the Village to take appropriate measures to ensure the fairness of the proposal process.

The Village of Glen Ellyn requires all vendors to submit a certification, enclosed with this proposal packet, indicating that the vendor has conducted the appropriate investigation and disclosed all potential or actual conflicts of interest.

By submitting a proposal, all vendors acknowledge and accept that if the Village discovers an undisclosed potential or actual conflict of interest, the Village may disqualify the vendor and/or refer the matter to the appropriate authorities for investigation and prosecution.

21. Silence of Specifications

The apparent silence of specifications as to any detail or apparent omission from a detailed description concerning any portion of this request for proposals shall be interpreted as meaning that only the best practice and commercial material shall prevail, and that only items of the best material and workmanship to be used.

necessary). In the event the Contractor requires a change of the subcontractor (s) identified, a written request from the Contractor and a written approval from the Village is required. Failure to identify subcontractors could result in disqualification.

27. Invoices and Payments

The Vendor shall submit invoices to the Village of Glen Ellyn detailing the services provided. The Village shall only pay for services rendered. Additional services may be added based on the needs of the Village with prior written approval. Invoices shall be delivered to:

Attn: Cashier Division
Village of Glen Ellyn
535 Duane Street
Glen Ellyn, Illinois 60137

28. Precedence

Where there appears to be variances or conflicts, the following order of precedence shall prevail: the Village's Scope of Work as stated; The Request for Proposals Terms and Conditions, and the Vendor's Proposal Response.

29. Independent Contractor

The Vendor is an independent contractor and no employee or agent of the vendor shall be deemed for any reason to be an employee or agent of the Village. Vendor shall be solely responsible for payment of all their wages, salaries, F.I.C.A., withholdings, health and life insurances, workman's compensation insurance, and any and all other obligations required under any and all local, state, and federal laws.

Employees or agents of the vendor may be changed if those personnel leave the firm, are promoted or are assigned to another office.

The Vendor agrees to waive any and all rights to reimbursement of workers' compensation expenses under Section 1(a)(4) of the Illinois Workers' Compensation Act (820 ILCS 305), and as amended; and the Vendor agrees to waive any and all rights to reimbursement of occupational disease expenses under Section 1(a)(3) of the Illinois Occupational Diseases Act (820 ILCS 310), and as amended.

30. Termination

The Village reserves the right to terminate their agreement upon thirty (30) days written notice. In case of such termination, the vendor shall be entitled to receive payment from the terminating Village for work completed to date in accordance with the terms and conditions of their agreement. In the event that an agreement is terminated due to vendor's default, the Village shall be entitled to purchase services elsewhere and charge the vendor with any or all losses incurred, including attorney's fees and expenses.

The vendor may terminate this agreement upon providing a minimum of six (6) months advanced written notice

36. Audit/Access to Records

A. The vendor shall maintain books, records, documents and other evidence directly pertinent to performance of the work under this agreement consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards. The vendor shall also maintain the financial information and data used by the vendor in the preparation or support of any cost submissions required under this subsection, (Negotiation of contract amendments, change orders) and a copy of the cost summary submitted to the Village. The Auditor General, the Village, or any government agency or any of their duly authorized representatives shall have access to the books, records, documents, and other evidence for purposes of inspection, audit, and copying. The vendor will provide facilities for such access and inspection.

B. An annual audit shall be provided to the Village that specifies costs and revenues associated with the contract terms. Audits conducted pursuant to this provision shall be consistent with generally accepted auditing standards in accordance with the American Institute of Public Accountants Professional Standards.

C. The vendor agrees to the disclosure of all information and reports resulting from access to records pursuant to the subsection above. Where the audit concerns a vendor, the auditing agency will afford the vendor an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.

D. Records under the subsections above shall be maintained and made available during performance of the work under this agreement and until three (3) years from the date of final audit for the project. In addition, those records which relate to any dispute or litigation or the settlement of claims arising out of such performance, costs or items to which an audit exception has been taken, shall be maintained and made available for three (3) years after the date of resolution of such dispute, appeal, litigation, claim or exception.

37. Use of Village's Name and Image

The use of the name "Village of Glen Ellyn" or any images of its property is expressly prohibited without the express written approval of the Village except where the name and images of Glen Ellyn appear on the hauler's marketing materials used for the Village's Contract.

38. Drug Free Workplace Act (30 ILCS 580/1, et. seq.)

Vendor must comply with all of the provisions of the Drug-free Workplace Act, which are applicable to the vendor. False certification or violation of the requirements of the Drug-free Workplace Act may result in sanctions including, but not limited to, termination of this Contract and debarment of contracting or Contract opportunities with the Village for at least one (1) year but not more than five (5) years.

amount of $500,000.00. Said performance bond shall be executed by and with a surety company acceptable to the Village and shall be subject to approval as to form and content by the Village Attorney. A Letter of Credit shall be subject to approval as to form and content by the Village Attorney.

The successful Contractor shall furnish the performance bond or Letter of Credit within ten (10) days of the awarding of this Agreement. This Agreement shall not be signed until the bond or Letter of Credit is received and is reviewed for acceptability by the Village. At the discretion of the Village, failure to furnish the required bond or Letter of Credit within the time specified may be cause for rejection of the proposal and the award of the Agreement to another Contractor.

45. Non-assignment

The Contractor shall not assign or subcontract this Agreement or the work thereunder, or any part thereof, to any other person, firm, or corporation without prior written consent of the Village, but the Contractor may perform its obligations thereunder through its subsidiaries or divisions. Such assignment shall not relieve the Contractor from its obligations or change the terms of this contract.

46. Insurance

The Contractor shall maintain for the duration of the agreement, insurance purchased from a company or companies lawfully authorized to do business in the State of Illinois and having a rating of at least A-minus as rated by A.M. Best Ratings. Such insurance will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the agreement and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Sub Vendor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

46.1 **Worker's Compensation Insurance** covering all liability of the Contractor arising under the Workers' Compensation Act and Occupational Diseases Act; limits of liability not less than statutory requirements.

46.2 **Employers Liability Insurance** covering all liability of Contractor as employer, with limits not less than:

$500,000 per injury – per occurrence
$500,000 per disease – per employee
$500,000 per disease – policy limit.

46.3 **Comprehensive General Liability** in a broad form on an occurrence basis, to include but not be limited to, coverage for the following where exposure exists; Premises/Operations, Contractual Liability, Products/Completed Operations for 2 years following final payment, Independent Contractor's coverage to respond to claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees as well as claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the vendor, or (2) by another person and claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use there from; Broad Form

endorsed as an "additional insured" by the Contractor's insurance carrier. **Specifically, this Certificate must include the following language:** "The Village of Glen Ellyn and its respective elected and appointed officials, employees, agents, vendors, attorneys and representatives, are, and have been endorsed, as additional insureds under the above referenced policy, number_____, on a primary and non-contributory basis for general liability and automobile liability coverage for the duration of the contract term."

46.9 **Failure to Comply**: In the event the Contractor fails to obtain or maintain any insurance coverage required under this agreement, it shall be considered a material breach of the agreement and the Village of Glen Ellyn may purchase such insurance coverage and charge the expense thereof to the Contractor, or terminate the agreement, at the option of the Village.

47. Accident Prevention and Notification

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work of this contract. Precaution shall be exercised at all times for the protection of persons and property. The safety provisions of all applicable laws, regulations and building codes shall be observed, including safeguards on machinery and equipment, the elimination of hazards, and worker safety training.

In the event of accidents of any kind which involve the general public and/or private or public property in the Village, the Contractor shall immediately notify the Village.

Upon request of the Village, the Contractor shall provide such accounting of details and/or copy of written accident report as the Village may require.

48. Damage

The Contractor shall take all necessary precautions for the protection of public or private property. The Contractor shall be responsible for damages on public or private property resulting from careless or negligent operation of vehicles or careless or negligent handling of any receptacle or materials. All property which suffers damage (reasonable wear-and-tear excepted) caused by the Contractor, including, but not limited to waste receptacles, sod, mailboxes, or recycling carts, shall be repaired or replaced as soon as possible to equivalent quality at the time of the damage, and at no extra charge to the property owner. If the Contractor fails to do so within a reasonable period of time, the Village may, after the expiration of a period of forty-eight (48) hours after giving the Contractor notice in writing, proceed to repair or replace such property as may be deemed necessary at the Contractor's expense. The Contractor agrees to pay for said expenses within ten (10) days of receipt of said invoice or said expenses will be deducted from the next ensuing payment owed by the Village for services rendered.

49. Employees and Conduct

The Contractor shall undertake to perform all collection and disposal services rendered hereunder in a neat, orderly, and efficient manner; to use care and diligence in the performance of this

2. Format for Submissions

A properly prepared proposal shall consist of all price quotation sheets, accompanying schedules containing the required information as listed in the checklist, and a narrative presentation (the length of which shall be at the Contractor's discretion), accompanied by a signed cover letter of submittal on the Contractor's letterhead. The signed cover letter accompanying the proposal must be from an officer or employee having the authority to bind the Contractor by signature. The narrative may comment on any specification or part of the RFP documents. Failure to submit all of the required information may result in the disqualification of the Contractor from consideration.

All blanks on the price quotation sheets and schedules must be correctly filled in, using ink or entered in typed form. Any erasures or error corrections must be initialed in ink. All forms requiring signatures must be properly signed in ink in the proper spaces. If the Contractor is unable to provide a quotation on a given commodity or service Alternate, each relevant blank on the price quotation sheets must have the words "No quotation" entered thereupon.

All commentary in the narrative where the Contractor addresses specifications, should refer to the Section and subsection letter number (i.e. D-4) where appropriate, and should be discussed sequentially insofar as is possible.

3. Minimum Specifications; Deviations

Each specification included in this package describes the services which the Village feels is necessary to meet performance requirements of the Village, and shall be considered the minimum standards expected of the Contractor. The specifications are not intended to exclude potential Contractors. Contractors may indicate alternatives to these specifications if the proposed changes are equal to or greater than what is required by these specifications.

All alternatives shall be separately listed, and a justification shall be stated for such alternatives. If the Contractor is unable to meet any of the specifications contained herein, it shall also separately list all requested deviations from the specifications, and a justification shall be stated for such deviations.

If a Contractor does not indicate alternatives to or deviations from the specifications, the Village shall assume that the Contractor shall fully comply with those specifications. The Village shall be the sole and final judge of compliance with the specifications.

The Village further reserves the right to determine the acceptability or non-acceptability of any and all alternatives and deviations, and to negotiate the effects and costs of any such alternatives and deviations prior to reaching a decision on the awarding of an Agreement. The Village shall unequivocally be the sole and final judge as to whether any alternative or deviation is of an equivalent or better quality of service. This decision is final and shall not be subject to recourse by any person, firm, or corporation.

The RFP documents clearly identify certain issues where the Village has left specification language open, or where the Village will consider alternatives. In these areas, the Village is instead soliciting proposals for further consideration, and may include specification language in some form

negotiations and discussions regarding their Proposals in order to identify the Proposer that best meets the objectives of the Village and is most advantageous to the Village. During this evaluation and negotiation period, Proposers so identified may be asked to submit new or revised cost proposals. (Any such revised cost proposal shall be no less favorable to the Village than those cost proposals initially submitted to the Village.) At the completion of this negotiation process, the Committee will recommend the selection of a Successful Proposer to the Village Board. The Village Board will then select a Successful Proposer who will be required to execute the various agreements. During the evaluation and negotiation period and prior to the execution of written agreements between the Village and the Successful Proposer, each Proposer shall keep its Proposal in effect.

In addition to the requirements of this Request for Proposal, each Proposer will provide, upon written request from the Village, such additional information as may be required by the Village in order to establish, verify and confirm the Proposer's competence and ability to perform the Services.

In submitting its Proposal, each Proposer agrees to make one or more presentations of its Proposal, to attend meetings, (if and when requested by the Village) and to provide additional information throughout the evaluation and negotiation period.

The Village may select a replacement Proposer, and replace any selected Proposer with the replacement Proposer, if any selected Proposer fails to execute the required documents within the required three or five day period. All Proposals submitted shall remain in full force and effect during the Village's evaluation and selection process.

7. Evaluation Criteria

A. Introduction:

Proposals received in response to this Request for Proposal will be evaluated by the Village for completeness and responsiveness based on the expertise, experience, technical and financial qualifications of the Proposer and the evaluation criteria established by this Request for Proposal. Where used below: (i) the term "quality" shall refer to the degree of excellence, thoroughness and credibility of the Proposer or the Proposal; and (ii) the term "reasonableness" shall refer to the extent to which a Proposal represents proposed staffing, pricing, equipment and operational approach that are sensible and feasible and are within the capability of the Proposer.

B. Quality of Proposer.

i. The professional qualifications and experience of the Proposer on similar contracts.
ii. Evidence of strengths and experience of the committed personnel.
iii. The specialized experience of the committed personnel.
iv. The past performance of the Proposer on other similar contracts in terms of quality of services performed.
v. Financial capability of the Proposer.

C. Adherence to the Requirements of this Request for Proposal.

i. Verification that the Proposer can provide the Services described in this Request for

C. GENERAL INFORMATION – CURRENT PROGRAM

1. Purpose of this Section

This Section contains general information. Descriptions of the current refuse, recyclables, and yard waste collection programs are provided only as an orientation.

2. Description of the Village of Glen Ellyn

The Village of Glen Ellyn is a suburban, residential community in the geographic center of DuPage County with a current population of approximately 27,767. The Village's solid waste contract is anticipated to cover approximately 7,400 units. There are currently 99.28 centerline miles of streets in the Village. The total area of the Village is approximately 7.0 square miles.

3. Description of the Village's Current Solid Waste Program

Refuse, yard waste, and curbside recycling services are currently provided on a once per week basis. All of these services are provided on the same day (Monday) throughout the entire Village.

Refuse

Refuse collection is currently based on a Modified Volume Based fee structure. Residents are charged a monthly fee for collection of refuse per week which is billed by the Village. Fees are based on the size of wheeled cart used by the resident. The Village has purchased three (3) sizes of wheeled carts: 35 gallon, 65 gallon and 95 gallon. Large, bulk items such as rolls of carpet, furniture, and white goods are collected for a cost requiring additional refuse stickers which must be affixed to the item.

Between January 1, 2016 and December 31, 2016, an average of 578 tons of refuse per month was collected and disposed of through the Village's current contract according to our current Contractor

Recycling

Recycling collection is based on a monthly fee which is included in the monthly refuse collection bill. Items collected through the recycling program include:

> glass food and beverage containers; metal cans; aluminum cans, foil, pie plates; aerosol cans; six and 12 pack plastic rings; #1 and #2 plastic food and beverage containers; #3 plastic bottles; #4 plastic containers; #5 plastic food containers; formed steel containers including paint cans; aseptic packaging; gable top containers and mixed paper (magazines, catalogs, telephone books, junk mail, high grade paper, wet strength carrier stock, and frozen food packages); used motor oil in clearly marked separate containers not to exceed one (1) gallon.

All Glen Ellyn recyclables are currently sold by the hauler at a location of the hauler's choice. The Village maintains the right to require a certain location for the sale of recyclables collected in Glen Ellyn. Any revenues received from the sale of recyclables are currently returned to the Village of Glen Ellyn.

1. Intent

It is the intent of this agreement to obtain throughout its term clean, courteous, well-scheduled, and well-executed collection and disposal or processing of refuse, recyclables, and yard waste from properties in the Village of Glen Ellyn. While the Village recognizes that any collection service involves minor customer operating problems, the intent of this Agreement is to ensure that any such operating problems are minimized to the extent possible and corrected as soon as possible.

2. Definitions

For the purposes of this Agreement, definitions of certain terms shall be as listed below. Other terms shall be as defined within applicable subsections.

(a) "Refuse" shall mean all discarded and unwanted perishable and nonperishable household and kitchen wastes, including, but not limited to, food, food residues, and materials necessarily used for packaging, storing, preparing, and consuming same, usually defined as "garbage"; and all combustible and non-combustible waste materials resulting from the usual routine of domestic housekeeping, including, but not limited to, aluminum and steel cans; glass containers; plastic containers; crockery and other containers; metal; paper of all types, including newspapers, books, magazines, and catalogs; boxes and cartons; cold ashes; furniture, furnishings, and fixtures; household appliances of all kinds; tires, textiles and leather; dead animals and animal waste; toys and recreational equipment; and similar items. For the purposes of this Agreement, the terms "garbage", "refuse", "rubbish", and "waste" shall be synonymous unless otherwise more specifically defined (for example, "yard waste").

(b) "Recyclables" or "Recyclable Material(s)" shall mean at a minimum brown paper bags, corrugated boxes, frozen food packages, magazines & catalogues, mixed paper, newspaper, paperboard, telephone books, wet strength carrier stock, aerosol cans, aluminum cans, aluminum foil, aseptic packaging & gable top containers, formed steel containers, glass bottles & jars; used motor oil; PET (#1) plastic containers; plastic six and twelve pack rings; HDPE (#2) plastic containers, #3 plastic bottles, #4 plastic containers; #5 plastic food containers #6 plastics (except foamed polystyrene); steel cans; steel paint cans & lids, in addition to any other items which become acceptable at material processing facilities.

(c) "Yard waste" (also known as "landscape waste") shall mean grass clippings, leaves, branches and brush, other yard and garden trimmings, vines, garden plants, and flowers, weeds, tree droppings (for example, pine cones and crabapples), and other similar organic waste materials accumulated as the result of the cultivation and maintenance of lawns, shrubbery, vines, trees, and gardens. Sod, dirt, Christmas trees, and greenery from wreaths and garlands shall not be considered yard waste and shall be disposed of as refuse, unless the composting facility will accept it. If the composting facility will accept Christmas trees and other holiday greens, they are to be transported in a separate truck intended for compost waste.

Maintenance: The Contractor will be responsible for the maintenance and replacement of carts that are malfunctioning, damaged or missing at no additional cost, unless the damage or loss is the fault of the resident. The Contractor shall provide storage for a supply of wheeled carts in each size, quantity to be determined by the Village, but not to exceed a total count of 1,000. The Contractor shall fix or replace carts within one (1) week of a reported problem, and collect unstickered bags/containers equivalent to the capacity of the cart under repair. New, damaged, and/or repaired carts shall be picked up and delivered as needed at least once per week.

(2) For the purposes of yard waste collection, a "disposal unit" shall mean one (1) biodegradable two-ply, fifty (50) pound wet-strength Kraft paper bag designed for yard waste collection not to exceed thirty-five (35) gallons in capacity and fifty (50) pounds in weight, containing "yard waste" as herein defined, or one (1) water-tight metal or plastic reusable waste container with handles, no larger than thirty-five (35) gallons in capacity or fifty (50) pounds in weight, or one (1) securely tied bundle of brush or branches using biodegradable cord, string, rope or twine that does not exceed fifty (50) pounds in weight, two (2) feet in diameter, and four (4) feet in length.

(j) "Rear Door" shall mean adjacent to or within ten feet of the rear of the residence.

(k) "Electronic Waste" or "E-Waste" shall be defined as the materials listed in the Illinois Compiled Statutes Section 415 ILCS 150/95.

(l) "White Goods," shall mean large household items that contain CFCs (chlorofluorocarbons), switches containing mercury, and PCBs (polychlorinated biphenyls).

3. Scope of Work

The Contractor shall be the exclusive refuse, recycling and yard waste collector for single family attached and detached residences (hereinafter referred to as single family) within the Village boundaries.

The Contractor shall be responsible for everything required to be performed, and shall provide and furnish all of the labor, materials, necessary tools, expendable equipment and supplies, vehicles, transportation services, and landfill and compost facility space required to perform and complete the collection and disposal of refuse and yard waste, and make all of the necessary arrangements for the delivery of all recyclables to an agreed upon location or otherwise as designated by the Village.

The Contractor may, at its option, contract separately with businesses, institutions, and agencies for collection service outside the scope of this contract, subject to all individual Village codes and ordinances governing private refuse collectors generally, and providing that such operations shall not interfere with the satisfactory carrying out of the work under this contract. Any contracts between the Contractor and businesses, multi-family complexes, institutions, and agencies shall

B. Recyclable materials set out for collection will not require a waste disposal sticker attached and will be collected and taken to the appropriate location. Residents may place unlimited amounts of acceptable recyclable materials for collection by the Contractor.

C. Yard Waste and Leaves set out for collection will be done so on a pay-per-unit basis. As such, residents will be allowed to place unlimited amounts of disposal units of yard waste at the curb for collection and disposal as long as a pre-paid sticker is attached to each disposal unit set out.

D. The program for rear door collection of all refuse and recycling will not include yard waste or large household items weighing more than 50 pounds which will be collected at curbside only.

E. Vacation Holds: Residents currently can request a vacation hold. There is no minimum hold time. Each account holder who requests a vacation hold is charged the standard flat cart pick-up and delivery charge. During the winter season, on average, there is approximately 100 vacation hold requests per month. During Summer/Spring/Fall, there is typically an average of 50-60 hold request per month.

5. Prices for Modified Volume Based Collection Services

In response to this RFP, the Contractor shall agree to provide the weekly refuse, yard waste, and recyclable collection service specified in these documents, utilizing flat rate costs for the various wheeled cart container sizes, disposal stickers, and yard waste disposal stickers at the rates shown on the **Base Proposal Price** sheet attached. Proposals will be evaluated to determine a bottom-line first-year cost for comparison based upon current subscriber/household service data, plus average annual sticker totals (multiplied by your sticker price). See ***Alternate Proposal #4*** for pay as you throw model.

6. Village-Managed Collection

The Village will perform any billing and collection on all flat fees for refuse, yard waste, and recyclables collection from all customers, excluding collection of fees for special pickups. This does not include preparation/sale of stickers or bags except as an outlet for the Contractor as provided elsewhere in this document. The Village reserves the right to add an administrative fee charge to the billing if the Village continues to handle billing services in –house. See ***Alternate Proposal #5*** for contractor turn-key billing services.

A. Delinquency Rate: The Village currently has approximately 8,300 water utility accounts (about 1,100 accounts are included with the refuse accounts). Currently, the Village issues approximately 200 "past due" notices for non-payment of accounts that are 50 days in arrears. Of those accounts, the Village will shut off water service on about 7-15 accounts per month due to non-payment after 60 days.

7. Payment for Services

The Contractor shall receive payment for all services described in this section through the flat rate fee for one disposal unit of refuse per week for the appropriate size selected plus the sale of waste disposal stickers. A **(10%) ten reduction in the monthly fee charged** will be applicable for **senior citizens for both curbside and rear door service**. Currently, the Village's program includes approximately 1,129 residences receiving a ten percent (10%) senior citizen discount,

The back of the sticker shall list instructions for proper use of the stickers as well as other information pertinent to the "pay-per-bag" program.

The Contractor is responsible for all accounting of stickers. The Village recommends the use of serial numbers to aid in accounting and deter counterfeiting. The Village shall not be held liable for any counterfeiting of stickers that may occur.

Stickers shall have a pressure sensitive adhesive which will effectively adhere to disposal unit containers in all weather conditions.

10. Honoring All Stickers

The Contractor shall agree to honor all refuse disposal stickers purchased by residents throughout the term of this Agreement regardless of the price at which the disposal sticker was purchased.

The Contractor shall provide the same level of service for previously purchased disposal stickers as is provided for disposal stickers sold at an adjusted sale price. For this reason, stickers shall be produced without a price printed on them.

11. Sticker Handling Fees and/or Village Service Charges

The Village reserves the right to allow retailers to charge a markup (handling fee) to prevent loss of revenue from credit card purchases. This mark-up will be limited to 2% above the Contractor's quoted waste sticker price. Such a mark-up shall be added only at the retail level by the retailer and shall be retained by the retailer.

12. Recyclable Materials

All recyclable materials as defined in Section D-2 shall be collected from each household by the selected Contractor on a weekly basis. A waste disposal sticker shall not be required to be attached to any recyclable materials prepared and set out properly by the residents.

The Contractor shall accept co-mingled recycling. The Contractor shall specify the manner in which the recyclable materials will be collected and sorted by the Contractor; i.e. stop sort, sorted at the processing facility, and the like.

The Contractor shall also specify in the proposal the method in which recyclables are to be specifically prepared by the household for collection; including, but not limited to, rinsing, label removal, flattening, etc. The current carts must be allowed. It is the Village's preference that the methods of preparation be maintained for the recyclable materials already collected in the Village.

13. Additional Recyclable Materials to Be Collected

It is the intent of the Village to expand the list of acceptable items for recycling as markets develop. The Village and the Contractor will periodically, and at least annually, review the list to determine which items should be added. Any additions shall be made at no additional cost to the Village or customers. The Village also requests that the Contractors provide an expanded list of recyclables with their RFP submittal.

- Independence Day
- Labor Day (first Monday in September)
- Thanksgiving Day (fourth Thursday in November)
- Christmas Day

Should any of the aforementioned occur on a regularly scheduled collection day, the collection shall be rescheduled to the next day. Contractor shall notify the Village Manager or his/her designee at least two weeks prior to the scheduled holiday.

17. Missed Pick-ups and Complaints

The Contractor shall promptly investigate and courteously resolve all complaints of missed pickups, and shall arrange for collection of missed pickups found to be valid within twenty-four (24) hours after a complaint or notification is received. Residents shall have twenty-four (24) hours from the end of the collection day to report a missed pick-up. In the event this occurs on a day preceding a holiday or weekend, the complaint shall be serviced on the next working day. The Contractor and the Village agree to jointly establish reasonable administrative regulations for the investigation and resolution of alleged missed pickups.

In the event of valid complaints for other incidents, including, but not limited to, breakage of glass during collection of recyclables; items of refuse, recyclables, and/or yard waste dropped during collection; and the like that are not cleaned up by the collection crew, the Contractor shall immediately arrange for clean-up after a complaint or notification is received. The subject area must be cleaned up immediately and in no case longer than twenty-four (24) hours from the time the incident is reported.

The Contractor shall maintain an accurate and complete daily log of complaints received using a form acceptable to the Village. A copy of these complaints and their resolution shall furnished to the Village upon request.

18. Collection from Village Facilities

The Contractor shall provide, at no additional cost to the Village, refuse, yard waste and recyclable materials collection and disposal, including the furnishing of all needed containers, to all Village owned facilities, including the Glen Ellyn Public Library.

Glen Ellyn currently requires collection of refuse, recycling, and yard waste according to the following Scope of Services (*Note* - The mix of containers at Village facilities is subject to change from time to time:

a) Civic Center, 535 Duane St. – (2) 2yd Trash, 2X week / (2) 3yd Recycle, 2X week
b) Public Works, 30 S. Lambert – (1) 8yd Trash, 1X week / (1) 4yd Recycle, 1X week
c) Fire Station #1, 524 Pennsylvania – (3) 64 gallon Recycle, 3X week / (2) 95 gallon Trash, 2X week
d) Fire Station #2, 681 Taft – (1) 64 gallon Recycle, 1X week / (2) 95 gallon Trash, 2X week

pocket parks. Containers are shown on a map, along with permanent locations, which is included in this RPF document as Attachments #A and #E.

A. Central Business District - Collection of all on-street refuse and recycling containers (including permanent and temporary) placed by the Village in various locations throughout the Central Business District three (3) times per week (including Monday, Tuesday, and Friday mornings) with recycling being collected two (2) times per week (including Monday and Thursday). It is to be noted that five (5) of the permanent containers in the Central Business District are Big Belly Refuse and Recycling solar-powered compactor containers. Note: The Contractor shall provide additional pick-ups on the 4th of July and during the annual Holiday Walk (held in late November) downtown festival. In total, there are approximately 50 trash receptacles (including some combination recycling units) that require collection (see Appendix).

B. Roosevelt Road Commercial Corridor and Misc. Pocket Parks: Weekly collection of all refuse and recycling containers placed on Village right-of-way in various locations along Roosevelt Road. There are six (6) total trash receptacles requiring collection (see Appendix).

24. Proper Disposal or Processing

(a) General Requirements

The Contractor shall at all times use disposal methods that are in compliance with all Federal, State, County, and local laws, ordinances, and regulations.

The Contractor shall be responsible for all collection and transportation costs necessary to bring refuse and yard waste to a disposal site, and shall be responsible for the payment of all tipping fees for refuse and yard waste. The term "disposal" shall have different meanings. For refuse, it shall mean landfilling; for yard waste, it shall mean composting or an equivalent agronomic application. The term "disposal" shall not include "processing" of recyclables. The Contractor shall be responsible for all collection and transportation costs necessary to bring recyclables to an agreed upon recyclable materials processing facility or other site designated by the Village.

All refuse and yard waste collected shall be removed from the Village as soon as the materials are collected, but in any event, no later than 7:00 p.m. on the date of collection. The refuse and yard waste shall be disposed of and the recyclables taken to the appropriate location.

(b) Disposal of Refuse

The Village reserves the right to approve the landfill site location the Contractor intends to use for the disposal of refuse collected. The Contractor shall provide the name and location of this disposal site.

In the event that an alternative site is preferred by the Village, the Contractor shall use the alternative site location provided that compensation for any changes in the cost of disposal

The recycling processor determines the rebate payment based upon a formula that is calculated using the sale of single stream material consisting of approximately 30 percent by weight of commingled containers and 70% by weight of residential paper fiber minus a transport/handling fee. Loads are evaluated with possible change in value based on observed materials. Loads with excessive contamination may not be accepted or could result in a fee per ton. Profits are defined as revenues minus processor charges for transport and handling recycled materials; the hauler is responsible for disposal costs in instances in which costs exceed revenues. These figures must be promptly reported to the Village on a monthly basis.

As part of **Alternate Proposal #8** the Village is seeking pricing proposals if the Contractor retains 100% of the profits from the sale of recyclable materials and all recycling revenues paid to the contractor.

26. Report Cards

The Contractor shall implement a public information program whereby the Contractor's employees will leave recyclable material that is improperly prepared at the curb in the recycling cart along with a checklist ("report card") indicating the reason the recyclable material was rejected.

The Contractor shall also implement a public information program whereby the Contractor's employees will leave refuse, bulk items, white goods and landscape waste at the curb when it has been improperly prepared along with a "report card" indicating the reason the materials were rejected.

The "report cards" shall be initialed by the Contractor's employees for tracking purposes. The contents of the written report cards must be approved by the Village before implementation of the report card program by the Contractor. Sample "report cards" should be attached to the proposal forms.

27. Data Collection and Reporting

The Contractor shall collect and maintain accurate data, records, and receipts, and shall provide electronic and hard copy reports to the Village pertinent data of the refuse, recyclables and yard waste collection program, including, but not limited to:

a) total weight and cubic yardage of refuse, recyclables, yard waste/organics, and Village office recycling program collected per month (separately listed);

b) number and weight of white goods collected per month;

c) number of all types of stickers sold per month at each outlet broken down by type of sticker and providing an aggregate number of sale for each type of sticker;

d) total number of customers and stops;

e) recycling participation rates; and

f) number, size and type of carts delivered, picked-up and exchanged.

reserves the right to visit and inspect such facilities, with reasonable notice. The Contractor shall also notify the Village of its designated contact person(s) for the purposes of obtaining instructions, answering inquiries, and resolving complaints. Such person(s) shall be available to discuss, and if necessary, meet with Village personnel to resolve problems.

29. Vehicles

The Contractor shall furnish a complete list of the vehicles to be used in servicing this Agreement according to the format of Schedule 2 attached to these specifications. The Village reserves the right to request descriptive literature or specification sheets for each type of vehicle listed as it deems necessary to determine additional details to evaluate the Contractor's proposal, or to properly administer specifications of this Agreement. Upon request of the Village, the Contractor shall demonstrate that collection equipment is suitable for the materials to be collected. The Contractor shall notify the Village if there is any change in the number of vehicles being used.

All vehicles shall be maintained in good working order and appearance, free of rust, and shall be clean at the start of each collection day. **All operating vehicles must use compressed natural gas("CNG"), as the source of fuel.** No vehicle shall be operated on Village streets which leak any fluids from the engine or compacting mechanism. In the event that any vehicle is not properly operable, a substitute vehicle shall immediately be provided that complies with the terms herein. All vehicles shall display the name of the Contractor and a vehicle identification number that is clearly visible on both sides.

All vehicles shall be fully enclosed, leak-proof, and operated in such a way that no refuse, recyclables, organics, or yard waste leaks, spills, or blows off the vehicles. Should any refuse, recyclables, organics, or yard waste leak, spill, or blow off a vehicle due to the vehicle operator's failure to properly monitor the load or to close openings, or due to failure of any mechanism, the Contractor shall be responsible for collecting or cleaning up such litter or fluids. If such litter or fluids are not cleaned up after notice (verbal or written) from the Village, the Village may clean up such litter or liquids, and the Village may bill the cost to the Contractor for services rendered. Drain plugs, if available, shall be kept closed, except during collections in rainy weather. All vehicles shall be made available for inspection during regular business hours at the request of the Village.

Refuse, recyclables, organics, and yard waste shall each be collected in separate vehicles **and** shall not be commingled.

30. Title to Refuse, Yard Waste, and Recyclables

Title to all refuse and yard waste shall pass to the Contractor when the materials are placed into the collection vehicle. With regard to recyclable materials, the title shall pass to the Contractor when the materials are placed into the collection vehicle.

31. Notifications

Official notifications, whenever required for any purpose under this contract, shall be made in writing and addressed to the Village of Glen Ellyn as follows:

C. Public Education Post Cards:

i. Recycling: Within the first 90 day of the commencement of this Agreement, the Contractor shall design, furnish, and mail informational post cards to each of the 7,400+ residences under this contract that shall educate the public on acceptable recycle materials, and promote the environmental benefits of recycling. The Village shall have final approval of the post card design and content prior to mailing. This post card is only required in Year 1 of the contract. The cost of this mailer shall be incidental to the contract.

ii. Curbside Composting: In March 2017, the Contractor shall design, furnish, and mail informational post cards to each of 7,400+ residences under this contract that shall promote and educate the public on curbside composting, and what organics are eligible for collection in the program. This post card is only required in Year 1 of the contract. The cost of this mailer be incidental to the contract.

D. Decals for All Containers:

i. Recycling: Within the first 90 day of the commencement of this Agreement, the Contractor shall design, furnish, and retro-fit decals on all recycling carts currently in service and in current inventory. The purpose of the decals will be to graphically educate the public on acceptable recycle materials, and promote the environmental benefits of recycling. The Village shall have final approval of the decal design and content prior to mailing. The cost of the time/material for this service shall be incidental to the contract.

ii. Curbside Composting: Within the first 90 days of the commencement of this Agreement, the Contractor shall design, furnish, and retro-fit decals for all curbside composting containers currently in service (and any future new subscribers). The purpose of the decals will be to graphically educate the public on acceptable organic materials, and promote the environmental benefits of composting. The Village shall have final approval of the decal design and content prior to mailing. The cost of the time/material for this service shall be incidental to the contract

34. Transition Period of "Grace" for Customers

For ten (10) consecutive working days commencing August 1, 2017, the Contractor shall accept and honor, without additional remuneration, refuse and recyclables set out for collection according to the prior Solid Waste Collection Agreement. The Contractor shall leave specific information for the customer about any changes to the program if the items are not set out in accordance with the new Agreement provisions.

35. Contractor Transition

Should the Village select a different hauler at the expiration of the contract, the Contractor shall agree to refund to all customers the full purchase price of any refuse, yard waste, and all other disposal sticker(s) (whichever is applicable) returned to the Contractor within sixty (60) days after such Agreement expiration. The Contractor shall reimburse retailers as appropriate for returned or unsold refuse, yard waste, and all other disposal sticker(s) (whichever is applicable) within sixty (60) days from the expiration date.

paper products, *in addition* to the compostable materials identified in the Base Proposal. The Contractor is responsible for ensuring the processing facility to collect meat and solid paper products possesses appropriate permit required for meat and solid paper products.

Alternate Proposal #3

- **Curbside Collection of Electronics Recycling ("E-Waste")**

"E-Waste" Definition

E-Waste shall mean any item defined as a "covered electronic device" by 415 ILCS 150, the Electronic Products Recycling and Reuse Act. E-waste shall include, but not be limited to, computers, computer monitors, televisions, printers, keyboards, fax machines, videocassette recorders, portable digital music players, digital video disc players, video game consoles, computer mice, scanners, digital converter boxes, cable receivers, satellite receivers, digital video disc recorders, or small-scale servers.

Scope of Services Requested

The Contractor shall provide curbside collection of E-Waste on Residential Collection Days. Residents must tag each E-Waste item or bundle of E-Waste items with the number of Refuse Stickers. The required number of stickers shall remain constant for the duration of the Contract. There shall be no maximum or minimum amount of E-Waste that a resident can set out for collection, provided that each item is properly stickered. Contractors are request to provide a three-tiered pricing system for E-Waste.

- Television and monitors shall require ten (10) Stickers each.
- Bundles of E-Waste items shall require five (5) Stickers each. They shall not exceed the size of a brown paper grocery bag of approximately 12 x 7 x 17 inches.
- Single small E-Waste items shall require one (1) Sticker each. They shall not exceed the size of a shoe box of approximately 12 x 7 x 4 inches.

Alterative Proposal #5

- **"Pay as You Throw" Collection Model**

Scope of Services Requested

RFID System for Refuse and Recyclables

The Contractor shall provide curbside collection of Refuse and Recyclables on Residential Collection Days. Using RFID technology, the Contractor shall automatically charge a "tipping fee" to the appropriate customer account each time a Refuse Cart or Recycling Cart is emptied.

Refuse Carts

Contractor will retro-fit all existing refuse carts in service (and in inventory) with RFID tags that associates the Cart with the appropriate customer account. RFID tags shall be programmed for immediate use in the Contractor's tracking and billing system. The Contractor shall charge one (1) Refuse Cart Tipping Fee to a customer account each time the associated Refuse Cart is emptied.

The Contractor shall collect three (3) sizes of refuse carts: thirty-five (35), sixty-five (65), and ninety-five (95) gallons. The amount of the Refuse Cart Tipping Fee shall be determined by the size of the Refuse Cart. Contractor shall depreciate the initial cost (furnish and install) of the RFID retrofitting over the 5-year contract term. Village shall continue to own the containers and purchase new container stock that will come equipped with RFID tags.

Residents shall be able to set out excess Refuse, provided that the excess Refuse is contained in acceptable Refuse Bags and/or Refuse Cans that each have one (1) Sticker attached. Refuse Bags and Refuse Cans shall be supplied by residents. Refuse Bags and Refuse Cans shall have a capacity no greater than thirty-three (33) gallons and a weight no greater than fifty (50) pounds when filled. There shall be no maximum or minimum number of properly stickered Refuse Bags and/or Refuse Cans that a resident can set out for collection each week.

Recycling Carts

Contractor will retro-fit all existing recycling carts in service (and in inventory) with RFID tags that associates the Cart with the appropriate customer account. RFID tags shall be programmed for immediate use in the Contractor's tracking and billing system. The Contractor shall charge one (1) Recycling Cart Tipping Fee to a customer account each time the associated Recycling Cart is emptied.

The Contractor shall collect three (3) sizes of Recycling Carts: thirty-five (35), sixty-five (65), and ninety-five (95) gallons. The amount of the Recycling Cart Tipping Fee shall be determined by the size of the Recycling Cart. Contractor shall depreciate the initial cost (furnish and install) of the RFID retrofitting over the 5-year contract term. Village shall continue to own the containers and purchase new container stock that will come equipped with RFID tags.

Residents shall be able to set out excess Recycling, provided that the excess Recycling is contained in acceptable Bags and/or Cans. Bags and Refuse Cans shall be supplied by residents. Refuse Bags and Refuse Cans shall have a capacity no greater than thirty-three (33) gallons and a weight no

Alterative Proposal #6

- **Turn-Key Billing Services**

Alternate Services Requested

Contractor-Managed Billing Services

The Contractor shall be responsible for billing residents for solid waste services, with the bill indicating the period of service, whether it reflects the senior rate and due date. Bills are to be sent to residents at the beginning of the service period and payments are due within thirty (30) days.

The Contractor is responsible for any losses due to failure of residents to pay for services. The Village will assist the Contractor in ensuring that residents have solid waste services by enforcing the Village requirement that all residential dwelling units obtain solid waste services from the contractor and prosecuting failure to pay violations and taking other steps as authorized by the Village Board. The Village will also cooperate and assist the Contractor by providing information about move-ins, move-outs and water billing information.

Customers who have not remitted the required payment within sixty (60) days of billing shall be notified about late payment on forms approved by the Village.

Alternate Proposal #8

- **Village of Glen Ellyn Links / Reserve 22 Pricing**

Current Scope

The Village of Glen Ellyn owns and maintains an award winning 27 hole golf course, restaurant and banquet facility, called the Village Links/Reserve 22. The Village Links/Reserve 22 is located at 485 Winchell Way, Glen Ellyn, IL 60137. Currently, the Village Links/Reserve 22 contracts separately for its own commercial refuse and recycling contract, and is billed separately.

Scope of Services Requested

The Village of Glen Ellyn is requesting contractors to provide an Alternate proposal and pricing for the Village Links/Reserve 22 based upon the following:

Location	Container Type(s)	Collection Frequency
Halfway House, 365 Dawes Avenue	(1), 3.5 cu. yd fixed dumpster	➢ No pick up Dec. 1 – Mar. 30 ➢ 1x/week, Mondays, April 1 – Nov.30
	(3), 65 gal. recycle carts	➢ No Pick up Dec. 1 – Mar. 30 ➢ 1x/week on Mondays, April 1 – Nov. 30
Grounds Maintenance Div., 490 Harding Avenue	(1), Cu. yd. fixed dumpster	➢ 1 x/week on Monday, Oct. 1 – Apr. 30 ➢ 2x/week on Monday, May 1 – Sept. 30
	(3), 65 gal. recycling carts	➢ 1 x/week on Monday, Oct. 1 – Apr. 30 ➢ 2x/week on Monday, May 1 – Sept. 30
Clubhouse/Restaurant, 485 Winchell Way	(4), 2 cu. yd. wheeled dumpster for Refuse	➢ 1 x/week on Monday, Oct. 1 – Mar. 30 ➢ 2 x/week on Monday *and* Friday, Apr. 1 – Sept. 30
	(3), 2 cu. yd. wheeled dumpster for Recycling	➢ 1 x/week on Monday, Oct. 1 – Mar. 30 ➢ 2 x/week on Monday *and* Friday, Apr. 1 – Sept. 30
	(12), 65 gal. Recycle carts	➢ 1 x/week on Monday, Oct. 1 – Mar. 30 ➢ 2 x/week on Monday *and* Friday, Apr. 1 – Sept. 30

APPENDIX

Attachments – Provided for Reference

A. Glen Ellyn Central Business District Map (Provided for reference by Village)
B. Glen Ellyn Corporate Boundaries Map (Provided for reference by Village)
C. Spring 2014 Edition of Village of Glen Ellyn Newsletter (Provided for reference by Village)
D. Historical Refuse, Recycling, Yard Waste Tonnage Data for Glen Ellyn
E. List of Public Refuse Cans and Locations
F. March 2017 Subscriber Count and Current Rate Schedule (by Service Type/Container Size)

Checklist of Submittals

1. Cover Letter/Statement of Certification
2. Completed Price Sheet Supplemented with Proposal Narrative
3. Proposal Security Deposit ($25,000.00)
4. Schedules
   - A. Schedule 1. Description of any alternatives and/or deviations being proposed as part of contract
   - B Schedule 2. List of Illinois municipalities served
   - B. Schedule 3. Equipment Inventory
   - C. Schedule 4. Contractor qualification statement
5. Proposed Complaint Response Form
6. Proposed Monthly Report Format
7. Proposal for Public Information Activities
8. Sample "Report Card" forms for refuse, recycling and yard waste
9. Location of Disposal Facilities (Refuse, Recycling, & Yard Waste/Organics)
10. Proof of Insurance
11. References
12. Subcontractor Information
13. Disqualification of Certain Vendors
14. Anti-Collusion Affidavit and Certification
15. Conflict of Interest
16. Tax Compliance Affidavit

Alternate Pricing Proposal #1:

- Year-Round/12mo. Curbside Composting collection, Base Scope of Service
- Weekly collection April – Nov.
- Every other week collection, Dec. – Mar.

Seasonal Subscription-1x week curb-side landscape/compost collection (35 gal. wheeled cart) April – Nov.	Monthly	$
Seasonal Subscription-1x week curb-side landscape/compost collection (65 gal. wheeled cart) April – Nov.	Monthly	$
Seasonal Subscription-1x week curb-side landscape/compost collection (95 gal. wheeled cart) April – Nov.	Monthly	$

Alternate Pricing Proposal #2:

- Curbside Composting collection, Base Scope of Service, including meat and soiled paper organic products

Seasonal Subscription-1x week curb-side landscape/compost collection (35 gal. wheeled cart) April – Nov.	Monthly	$
Seasonal Subscription-1x week curb-side landscape/compost collection (65 gal. wheeled cart) April – Nov.	Monthly	$
Seasonal Subscription-1x week curb-side landscape/compost collection (95 gal. wheeled cart) April – Nov.	Monthly	$

Alternate Pricing Proposal #5

- Pay as You Throw (PAYT) Collection Model
- Contractor handles all customer billing

Refuse Cart Tipping Fees	Unit of Measure	Unit Price
1 x week curbside refuse/recycling collection (35 gal. wheeled cart)	Per Throw	$
1 x week rear door refuse/recycling collection (35 gal. wheeled cart)	Per Throw	$
1 x week curbside refuse/recycling collection (65 gal. wheeled cart)	Per Throw	$
1 x week rear door refuse/recycling collection (65 gal. wheeled cart)	Per Throw	$
1 x week curbside refuse/recycling collection (95 gal. wheeled cart)	Per Throw	$
1 x week rear door refuse/recycling collection (95 gal. wheeled cart)	Per Throw	$
Seasonal Subscription-1x week curb-side landscape/compost collection (35 gal. wheeled cart) April – Nov.	Per Month	$
Seasonal Subscription-1x week curb-side landscape/compost collection (65 gal. wheeled cart) April – Nov.	Per Month	$
Seasonal Subscription-1x week curb-side landscape/compost collection (95 gal. wheeled cart) April – Nov.	Per Month	$
Additional Refuse Sticker	Per Sticker	$
Landscape Waste Sticker	Per Sticker	$
Leaf Sticker	Per Sticker	
Number of Refuse Stickers Required for Large Household Item (> 50 lbs.) Collection	# of Stickers/Item	#
Emergency Debris Collection (2 man truck)	Per Ton	$
Cart Exchange Fee	Per Occurrence	$

Alternate Pricing Proposal #7

- **Varying Collection Days in Community**

Service Type	Unit of Measure	Unit Price
1 x week curbside refuse/recycling collection (35 gal. wheeled cart)	Per Month	$
1 x week rear door refuse/recycling collection (35 gal. wheeled cart)	Per Month	$
1 x week curbside refuse/recycling collection (65 gal. wheeled cart)	Per Month	$
1 x week rear door refuse/recycling collection (65 gal. wheeled cart)	Per Month	$
1 x week curbside refuse/recycling collection (95 gal. wheeled cart)	Per Month	$
1 x week rear door refuse/recycling collection (95 gal. wheeled cart)	Per Month	$
Seasonal Subscription-1x week curb-side landscape/compost collection (35 gal. wheeled cart) April – Nov.	Per Month	$
Seasonal Subscription-1x week curb-side landscape/compost collection (65 gal. wheeled cart) April – Nov.	Per Month	$
Seasonal Subscription-1x week curb-side landscape/compost collection (95 gal. wheeled cart) April – Nov.	Per Month	$
Additional Refuse Sticker	Per Sticker	$
Landscape Waste Sticker	Per Sticker	$
Leaf Sticker	Per Sticker	
Number of Refuse Stickers Required for Large Household Item (> 50 lbs.) Collection	# of Stickers/Item	#
Emergency Debris Collection (2 man truck)	Per Ton	$
Cart Exchange Fee	Per Occurrence	$

Alternate Pricing Proposal #9

- **Contractor keeps 100% of revenues derived from the sale of recyclable materials**

Service Type	Unit of Measure	Unit Price
1 x week curbside refuse/recycling collection (35 gal. wheeled cart)	Per Month	$
1 x week rear door refuse/recycling collection (35 gal. wheeled cart)	Per Month	$
1 x week curbside refuse/recycling collection (65 gal. wheeled cart)	Per Month	$
1 x week rear door refuse/recycling collection (65 gal. wheeled cart)	Per Month	$
1 x week curbside refuse/recycling collection (95 gal. wheeled cart)	Per Month	$
1 x week rear door refuse/recycling collection (95 gal. wheeled cart)	Per Month	$
Seasonal Subscription-1x week curb-side landscape/compost collection (35 gal. wheeled cart) April – Nov.	Per Month	$
Seasonal Subscription-1x week curb-side landscape/compost collection (65 gal. wheeled cart) April – Nov.	Per Month	$
Seasonal Subscription-1x week curb-side landscape/compost collection (95 gal. wheeled cart) April – Nov.	Per Month	$
Additional Refuse Sticker	Per Sticker	$
Landscape Waste Sticker	Per Sticker	$
Leaf Sticker	Per Sticker	
Number of Refuse Stickers Required for Large Household Item (> 50 lbs.) Collection	# of Stickers/Item	#
Emergency Debris Collection (2 man truck)	Per Ton	$
Cart Exchange Fee	Per Occurrence	$

Any and all exceptions to these specifications MUST be clearly and completely indicated on the proposal sheet. Attach additional pages if necessary. **NOTE TO PROPOSERS:** Please be

SCHEDULE #1 OF ALTERATIONS AND DEVIATIONS

Please list any proposed alternative or deviation to the minimum standards outlined in this RFP document.

Contract Section #	Paragraph #	Explanation of Alternative/Deviation

SCHEDULE #3. EQUIPMENT INVENTORY

List below information relative to all vehicular equipment to be utilized in performance of this Agreement. List refuse, recycling, and yard waste vehicles in separate groupings.

Contractor's Unit Number	Owned/ Leased	Manufacturer & Chassis Model	Gas/Diesel/ Compressed Natural Gas (CNG)	Year	Body Type	Capacity Cubic Yards	Radio Dispatched	Est. Years of Remaining Useful Life

Qualification Statement (continued).

1. How many years has your organization been in business?

2. How many years has your organization been in business under its present business name?

3. Under what other or former names has your organization operated?

4. If a corporation, answer the following: (If a division/subsidiary is submitting a proposal, items a-f apply to the parent corporation).

   a. Date of incorporation:
   b. State of incorporation:
   c. President's name:
   d. Vice President's name:
   e. Secretary's name:
   f. Treasurer's name:
   g. Division President or General Manager's name (if applicable):

5. List states and categories in which your organization is legally qualified to do business. List states in which partnership or trade name is filed:

6. List the refuse, recycling and yard waste collection experience of the key individuals of your organization who will managerially oversee this contract:

Appendix #11

REFERENCES

Municipality: _____

Address: _____

City, State, Zip Code: _____

Contact Person/
Telephone Number: _____

Dates of Service/Award
Amount: _____

Municipality: _____

Address: _____

City, State, Zip Code: _____

Contact Person/Telephone
Number: _____

Dates of Service/Award
Amount: _____

Agency: _____

Address: _____

City, State, Zip Code: _____

Contact Person/
Telephone Number: _____

Dates of Service/Award
Amount: _____

Agency: _____

Address: _____

City, State, Zip Code: _____

Contact Person/
Telephone Number: _____

Dates of Service/Award
Amount: _____

Agency: _____

Address: _____

City, State, Zip Code: _____

Contact Person/
Telephone Number: _____

Dates of Service/Award
Amount: _____

Appendix 13

DISQUALIFICATION OF CERTAIN VENDORS

PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded an agreement or sub agreement, for a stated period of time, from the date of conviction or entry of a plea or admission of guilt, if the person or business entity:

(A) has been convicted of an act committed, within the State of Illinois or any state within the United States, of bribery or attempting to bribe an officer or employee in the State of Illinois, or any State in the United States in that officer's or employee's official capacity;

(B) has been convicted of an act committed, within the State of Illinois or any state within the United States, of bid rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act 15 U.S.C.;

(C) has been convicted of bid rigging or attempting to rig bids under the laws of the State of Illinois, or any state in the United States;

(D) has been convicted of an act committed, within the State of Illinois or any state in the United States, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and Clayton Act 15 U.S.C. Sec. 1 et sig.;

(E) has been convicted of price-fixing or attempting to fix prices under the laws of the State of Illinois, or any state in the United States;

(F) has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois or in any state in the United States;

(G) has made an admission of guilt of such conduct as set forth in subsection (A) through (F) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to;

(H) has entered a plea of *nolo contendere* to charges of bribery, price fixing, bid rigging, bid rotating, or fraud; as set forth in subparagraphs (A) through (F) above.

Business entity, as used herein, means a corporation, partnership, trust, association, unincorporated business or individually owned business. By signing this document, the bidder hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.

_____

(Signature of Vendor if the Vendor is an Individual)
(Signature of Partner if the Vendor is a Partnership)
(Signature of Officer if the Vendor is a Corporation)

The above statements must be subscribed a sworn to before a notary public.

Subscribed and Sworn to this _____ day of _____, 2014

_____

Notary Public

Failure to complete and return this form may be considered sufficient reason for rejection of the proposal.

APPENDIX 15

CONFLICT OF INTEREST

_____, hereby certifies that

it has reviewed Sec. 1-12-1 et. seq. of the Glen Ellyn Village Code, Ethics Policy, and has conducted an investigation into whether an actual or potential conflict of interest exists between the vendor, its owners and employees and any official or employee of the Village identified herein.

Vendor further certifies that it has disclosed any such actual or potential conflict of interest and acknowledges if vendor has not disclosed any actual or potential conflict of interest, the Village may disqualify the proposal or may void any award and acceptance that the Village has made.

_____

(Name of Vendor if the Vendor is an Individual)
(Name of Partner if the Vendor is a Partnership)
(Name of Officer if the Vendor is a Corporation)

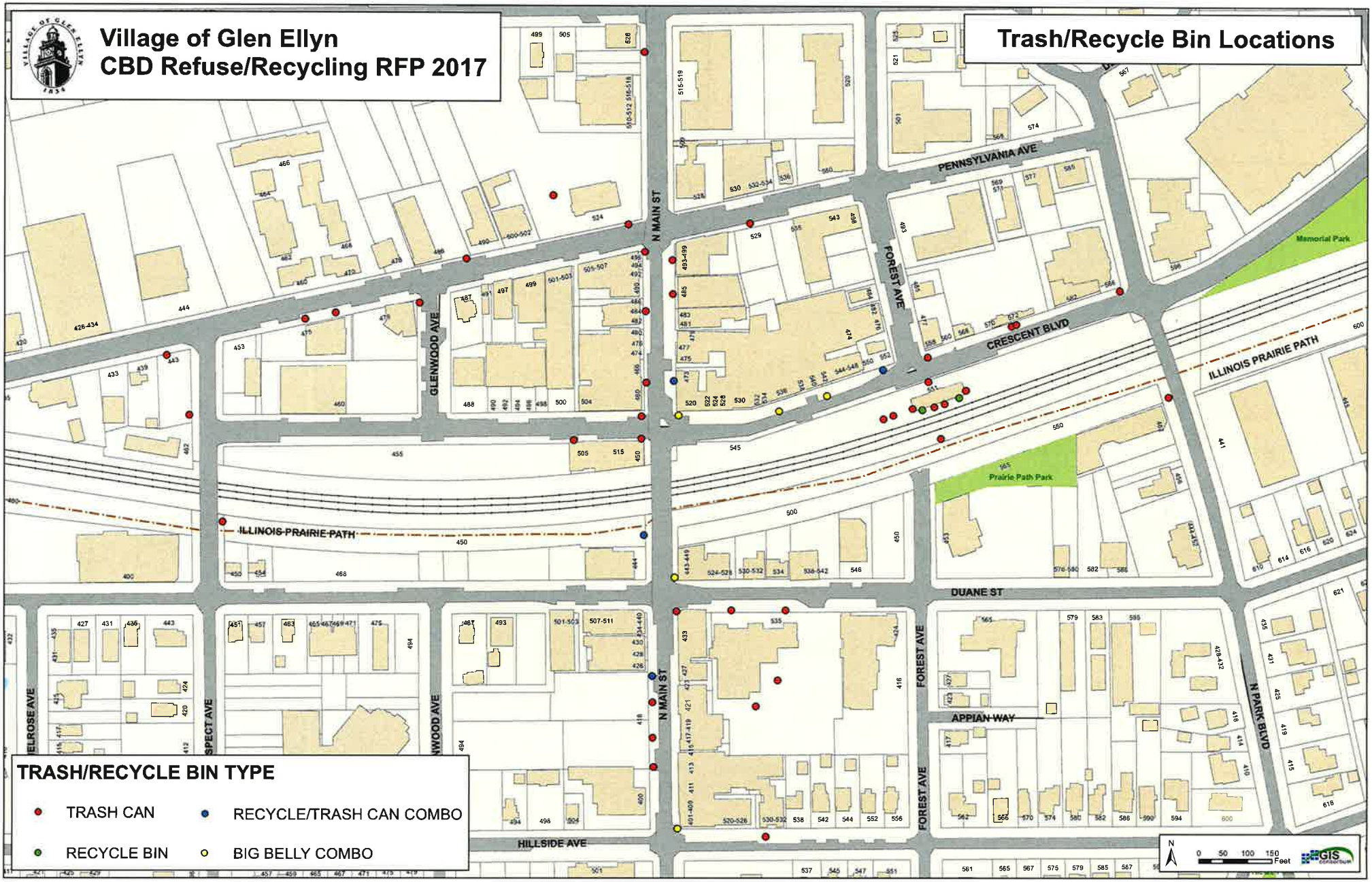
The above statements must be subscribed a sworn to before a notary public.

Subscribed and Sworn to this _____ day of _____, 2017

_____

Notary Public

Failure to complete and return this form may be considered sufficient reason for rejection of the proposal.


Village of Glen Ellyn
CBD Refuse/Recycling RFP 2017
Trash/Recycle Bin Locations
TRASH/RECYCLE BIN TYPE
TRASH CAN
RECYCLE/TRASH CAN COMBO
RECYCLE BIN
BIG BELLY COMBO
N MAIN ST
PENNSYLVANIA AVE
FOREST AVE
CRESCENT BLVD
ILLINOIS PRAIRIE PATH
GLENWOOD AVE
DUANE ST
APPIAN WAY
HILLSIDE AVE
N PARK BLVD
Memorial Park
Prairie Path Park
0 50 100 150 Feet

Final Unlimited Refuse Pick-Up Guidelines

The Village of Glen Ellyn's waste hauler, Republic Services, will be providing a final one-time, unlimited refuse collection the week of Monday, April 28. This special service only applies to residents who live in incorporated Glen Ellyn. The program also excludes multi-family and commercial buildings. Its purpose is to enable residents to get rid of odds and ends that can't be recycled — not dispose of construction debris from major projects. This will be the *final unlimited refuse collection.*

In order to keep the cost of this program down, it is critical that no additional refuse is brought in from outside the Village limits. If you see this happening, call 9-1-1 immediately and report it to the police.

Please follow these guidelines to be sure Republic Services will pick up your unlimited refuse the week of April 28:

- The unlimited refuse pickup will take several days, but to ensure that you are not missed, items must be at the curb by 7 a.m. on Monday, April 28. If you miss the waste hauler, they will not return to your street.
- Separate your usual household garbage (foodstuffs and perishables), recycling and yard waste from refuse by grouping them on separate parts of the parkway. Republic Services will collect the normal weekly refuse from all residences on Monday.
- All materials must be in containers or bundled (maximum 50 lbs.), with the exception of bulk items, such as couches, chairs, lamps, bicycles, appliances, tires (off the rim), etc. Containers include trash bags and cans, cardboard boxes, etc. Items such as swing sets or old carpet must be broken into sections and bundled or containerized. (All bundles must be no longer than 4 feet in length.)
- No loose construction material will be accepted. All construction material must be placed in containers or bundled and tied with rope. Maximum weight is 50 lbs. For the safety of refuse workers, all nails must be removed or bent over and all glass window panes must be taped with duct or masking tape. (All bundles must be no longer than 4 feet in length.)
- Construction material is limited to two cubic yards (about eight 33-gallon-sized cans).
- If you put out refuse and it is removed from containers or unbundled by scavengers, it is your responsibility to put the items back into containers or re-bundle them to be sure Republic Services picks them up.

Items NOT accepted:

- Concrete, bricks, broken glass and stone not in containers.
- Fencing not in containers.
- Utility sinks or tubs.
- Household hazardous waste.
- Electronics.

Absolutely NO LIQUIDS will be accepted. Yard waste is not included in the unlimited refuse day and each bundle or bag must be tagged with a yard waste sticker.

Village Urges Homeowners to Treat or Remove Ash Trees on Private Property

The Village of Glen Ellyn continues its fight against the Emerald Ash Borer (EAB), a pest that has killed millions of native Ash trees since it was found in Michigan in 2002. The insect was first identified in Glen Ellyn in 2008 and since that time has killed almost half of the parkway Ash trees. The remaining parkway Ash trees are being treated to prevent infestation, but some of the treated parkway trees could fall victim to the pest in the next five years.

The Village has proactively identified Ash trees on private property that are in need of removal to help residents take action in 2014. The trees identified show symptoms of EAB and must be addressed before they become a potential safety hazard. In addition, the longer residents wait to remove a dead Ash tree on private property, the more costly the tree is to remove.

The Village has also proactively identified Ash trees on private property that are in good condition to help residents understand the importance of treating now to prevent the tree from becoming a victim of EAB. The trees identified have the potential to survive if treated now and continuously for the life of the tree. The decision to treat an Ash tree in good condition on private property, with the associated cost, is one that the property owner should make.

If your Ash tree has great landscape or personal value and is in good condition, you may wish to have the tree treated with an insecticide approved for EAB. The tree will need to be treated for the rest of its life.

If the tree is not a candidate for treatment, it should be removed. If left untreated, the tree will become a hazard by dropping limbs or even falling.

Early in 2014, residents who have been observed to have an Ash tree on their private property will receive a letter from the Village advising them to either treat the tree or have it removed.

Please consult the Public Works Department webpage at www.glenellyn.org to view a video that will assist in identifying Ash trees on your private property or call Public Works at 630-469-6756 for more information about Emerald Ash Borer.

VILLAGE OF GLEN ELLLYN

Central Business District/Roosevelt Road Commercial Corridor/Pocket Park Refuse/Recycling Container Locations

2017

Main, east side, Hillside to Tracks

1. SEC Main and Duane
2. NEC Main and Duane, Big Belly Combo

Main, east side, tracks to Anthony

3. 473 Main, Recycle / Trash can combo
4. 485 Main, (Banyan Tree Mall}
5. 499 Main, (A Toda Madre)

Main, west side, Hillside to tracks

6. 400 Main, {Giesche)
7. Flower Clock, south side
8. Flower Clock, north side
9. 434 Main, (Santa Fe) Recycle / Trash can combo
10. 444 Main, (Citibank) Recycle /Trash can combo

Main, west side, tracks north to Anthony

11. 466 Main
12. 484 Main
13. SWC Main and Pennsylvania
14. 526 Main

Hillside, east of Main

15. NEC Hillside and Main, Big Belly Combo
16. 522 Hillside

Duane at Civic Center

17. West side of walk
18. East side of walk

Civic Center Parking Lot

19. On Island east of back entrance doors
20. By dumpster and man door

Crescent, north side, between Park and Forest

21. NWC Park and Crescent
22. N. side of Crescent at 572
23. N. side of Crescent at 572 (double can at Subway)
24. NEC of Crescent and Forest at bus stop

Crescent, north side, between Forest and Main

25. NWC Crescent and Forest, Recycle / Trash can combo.
26. N. side Crescent at 542, Big Belly Combo
27. N. side Crescent at 536 (Starbucks) Big Belly Combo.
28. NEC Crescent and Main, Big Belly Combo

Prospect, south of tracks

51. East side of Prospect, at Prairie Path

Roosevelt Road Corridor and Misc. Pocket Parks

Spicley Park (509 Taylor)

52. Walnut at brick path
53. Taylor at brick path

Roosevelt Rd.

54. SWC Roosevelt and Lambert at Pace bus stop-
55. 549 Roosevelt, Market Plaza, at Pace bus shelter
56. 771 Roosevelt, at Pace bus shelter
57. 632 Roosevelt (on Roosevelt)

EXHIBIT
C

Village President
Alexander W. Demos

Trustees
Dean Clark
Diane McGinley
John Kenwood
Pete Ladesic
Mark Senak
Tim O'Shea

Village Manager
Mark T. Franz

Village Attorney
Gregory S. Mathews

Civic Center
535 Duane Street
Glen Ellyn, IL 60137

Administration
630-469-5000

Finance
630-547-5235

Planning and Development
630-547-5250

Police
630-469-1187

Public Works
30 South Lambert Road
Glen Ellyn, IL 60137
630-469-6756

The Village Links
485 Winchell Way
Glen Ellyn, IL 60137
630-469-8180

www.glenellyn.org
www.villagelinksgolf.com

Sent Via E-mail Only

April 27, 2017

ADDENDUM #1

2017

REQUEST FOR PROPOSAL

RESIDENTIAL SOLID WASTE

COLLECTION SERVICES

Dear Prospective Proposer:

The purpose of this Addendum is to respond to the questions received to date from the prospective haulers.

Question #1: Is the compost service a subscription based program; meaning the hauler does not have to provide carts to all residents?

- Response: Under the current contract (i.e. Base Proposal), the composting program is (voluntary) subscription based.

Question #2: Are the current rates listed on the last page of the RFP?

- Response: Yes.

Question #3: What are the current sticker rates?

- Response:

Sticker Type	Cost/Sticker
Solid Waste	$2.50
Yard Waste	$2.50
Leaf Sticker	$1.50

- Response: Vendor shall provide at least five (5) current municipal references as part of its proposal, which will include the contact names, titles, city's name, telephone numbers, e-mail, and mailing addresses.

Question #11: Non-Appropriations Clause (A. General Conditions, A., #31, pg. 12)

- Response: Shall be stricken in its entirety from RFP.

Question #12: Does the Village own the refuse and recycling cart inventory?

- Response Yes. The exception is the yardwate/composting program containers, which are owned by the hauler.

Question #13: ALT. #1 Proposal – Curbside Composting (p.42-43)

- Response: Hauler should provide pricing based on an eight (8) month timeframe (Apr. – Nov.). The 12 mo. time period referenced in Alt. #1 was a typographical error.

Question #14: ALT. #2 Proposal – Curbside Composting (p.44)

- Response: Hauler should provide two (2) distinct proposals for Alt. #2.

  A. 12 mo./year-round program that does not accept meat and soiled papers

  B. 12 mo./year-round program that does accept meat and solid papers.

Question #15: ALT. #4 Proposal – Clean Up Week (p. 46)

- Response: Hauler should provide pricing on Clean Up Week services that would occur **every other year**, with the first year of service beginning in Spring of 2018.

Question #16: What is the current vacancy rate in the Village?

- Response: The Village does not have this information.

Question #17: ALT #6 Proposal - Turn Key Billing & Cart Exchange Fee (p. 49). Under a turn-key billing contract scenario, would the hauler still be permitted to charge the delivery and drop-off fixed fee for cart exchanges.

- Response: Yes.

Question #18: The Senior Discount only applies to the 35 gallon carts, correct?

- Response: Yes.

Question #19: In ALT #3 Proposal - Curbside Collection of Electronics Recycling (pg. 45), would the Village be open to having one centrally located (within the Village) dumpster for residential electronics recycling drop off in lieu of a curbside program?

EXHIBIT
D

Village President
Alexander W. Demos

Trustees
Dean Clark
Diane McGinley
John Kenwood
Pete Ladesic
Mark Senak
Tim O'Shea

Village Manager
Mark T. Franz

Village Attorney
Gregory S. Mathews

Civic Center
535 Duane Street
Glen Ellyn, IL 60137

Administration
630-469-5000

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630-547-5235

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30 South Lambert Road
Glen Ellyn, IL 60137
630-469-6756

The Village Links
485 Winchell Way
Glen Ellyn, IL 60137
630-469-8180

www.glenellyn.org
www.villagelinksgolf.com

Sent Via E-mail Only

April 28, 2017

ADDENDUM #2

2017

REQUEST FOR PROPOSAL

RESIDENTIAL SOLID WASTE

COLLECTION SERVICES

Dear Prospective Proposer:

The purpose of this Addendum is to respond to the questions received to date from the prospective haulers.

Question #1: Would the Village be able to provide us with a list of addresses covered under the contract (in Excel or GIS format) prior to the RFP due date?

- Response: Yes. Please see attached.

Question #2: Section C., General Information-Current Program, #33, C. i.-ii (pg. 41) Public Education Post Cards - Would the Village be willing to accept the contractor sending out one mailer that covered the entire residential program (refuse, recycling and organics) at the beginning of the contract versus doing two separate mailers?

- Response: Yes. The above referenced section in the RFP is hereby amended to require the hauler to send out **only one (1)** mailer to all 7,400+ residences that discusses both the recycling and composting programs.

Question #3: Section D – General Specifications –Scope of Services, #20 (pg. 34) When are the two (2) special events that request collection from the hauler? Also the collection method for these 2 events will only be the 30 – 35 gallon toters provided by the hauler in April or is there another form of collection process that takes place? Please clarify the services required for the special events.

- Response:

  A) The two (2) annual Special Events are the Village's 4th of July parade and the annual Holiday Walk, which traditionally occurs on the day after Thanksgiving. To clarify, the Village is seeking the following services:

charge, for reinstituting the refuse/recycling service. Normal monthly payment for curbside collection services would then resume with the vendor.

Note: Because the Village's bill is all-inclusive (i.e. water, sewer, garbage), delinquent accounts are relatively quick to pay their outstanding balance(s) once they receive a Water Shut-off notice from the Village. Upon receipt of the Shut-Off notice, the Village typically finds that most delinquent accounts are back in good standing within a week of receiving the shut-off notice, which significantly limits the frequency in which the Village requires the hauler to suspend service and remove the containers.

Question # 8: How many refuse/recycling containers does the Village have in inventory?

- Response: As of March 29, 2017, the Village's cart inventory was as follows:

Refuse	New	Used	Total
95 gal.	13	40	53
65 gal.	176	0	176
35 gal.	0	50	50
Total	**189**	**90**	**279**

Recycling	New	Used	Total
65 gal.	95	21	116
35 gal.	126	56	182
Total	**221**	**77**	**298**

Question #9: a) How does the hauler calculate the rebate to the Village? b) When was the last time there was a rebate back to the Village?

- Response:

  a) See Section D "General Specifications", #25 (pg.25-26)

  b) The last time the Village received a recycling rebate was for the May 2014-April 2015 period. The Village received a total rebate of $7,330.11, which was in turn credited back to residential refuse customers on a monthly basis during the Aug. 1, 2015-July 31, 2016 contract term.

Question #10: ALT #3 Curbside Collection of E-Waste (p. 45) – Can you clarify if the Village envisions a separate sticker and pricing for that sticker for this program?

- Response: The vendor shall indicate as part of its pricing proposal the # of refuse stickers required for each E-waste item (as defined in the RFP) collected at the curb. Vendors responding to ALT #3 should complete the following "pricing" page as part of its proposal.

****Please acknowledge receipt of this Addendum #2 in writing****

Sincerely,

Al Stonitsch
Assistant Village Manager
E-mail: astonitsch@glenellyn.org

Attachment

cc:
Mark Franz, Village Manager
Greg Mathews, Village Attorney
Personnel File

EXHIBIT
E

From: Albert Stonitsch
Cc: Albert Stonitsch
Subject: Addendum #3 Glen Ellyn RFP - Refuse/Recycling Collection
Date: Wednesday, May 03, 2017 1:15:23 PM

Dear Prospective Proposers:

In response to a question we received today:

Question #1: Alt. #8 Glen Ellyn Links/Reserve 22 Pricing (p.51) – Container Size for the fixed dumpster for **Grounds Maint. Division at 490 Harding Avenue** is missing. Please verify

- Response: Should read: One (1), **Ten (10) cubic yard** fixed dumpster

****Please acknowledge receipt in writing****

Sincerely,

Al Stonitsch
Assistant Village Manager

Village of Glen Ellyn
535 Duane Street, Glen Ellyn, Illinois 60137
W: (630) 547-5212 | M: (847) 322-9492 | F: (630) 547-5322
E-mail: astonitsch@glenellyn.org

EXHIBIT
F

REPUBLIC SERVICES

11330 Gasket Drive Elgin, IL 60120
O 847-429-7370 republicservices.com

Table of Contents

Cover Letter

1 – Proposal Security Deposit ($25,000.00) / Performance Bond Letter of Guarantee
Certificate of Good Standing
Certificate of Secretary (Letter of Authorization)

2 - Executive Summary
Company Overview
Sustainability

3 – Statement of Certification
Price Proposals w/ Narratives – Base – 9
Key Personnel
Public Education
Community Engagement

4 - One Fleet (Vehicle Maintenance Program)
Safety

5 – Corporate Data Sheet Report
Summary of Financial Information
Pending / Resolved Litigation
Insurance Certificate

6 – Schedules and Appendix
Schedule 1 – 4
Appendix 11-16
Location of Disposal Facilities
Statements of delivery guarantee for recyclables / organics

REPUBLIC SERVICES

Village of Glyn Ellyn

May 4, 2017

Al Stonitsch
Assistant Village Manager
Village of Glen Ellyn
535 Duane Street
Glen Ellyn, IL 60137

Re: Residential Solid Waste Collection Services

Republic Services is pleased to submit this proposal to Glen Ellyn for Residential Solid Waste Collection Services. We are confident that you will find Republic to be the best-value bidder, based on our commitments that make us a leader in the recycling and waste industry nationwide. We are proud to be recognized for the following benefits to your community:

- We employ several employees who live in your village
- We have served Village of Glen Ellyn for 29 years
- We offer a 99.9% pick-up rate in your community
- Our drivers are 42% safer than the industry average
- We have been recognized in the top 10% of all companies globally for our commitments and investments in sustainability

Republic Services' proposal shares details about our ability to enhance and preserve your environmental stewardship as a true community partner.

We are committed to providing you and your citizens with high-quality service with a low carbon footprint.

Sincerely,

Bruce Thomas
General Manager
Republic Services

POWER OF ATTORNEY

Republic Services, Inc., a Delaware corporation having its principal place of business at 18500 N. Allied Way, Phoenix, Arizona 85054, hereby makes, constitutes and appoints WELLS FARGO INSURANCE SERVICES USA, INC., acting through and by any one of Debbie Lindstrom, John Drummey, Jr., Timothy S. Buhite, Kathleen M. Mitchell, Scott C. Alderman, Peggy A. Firth, Simone Rae Frederick, or Brandi Heinbaugh, its true and lawful attorney to sign and seal any and all surety bonds, bid bonds, performance bonds and payment bonds at or below the monetary threshold of Five Million Dollars ($5,000,000.00) on behalf of REPUBLIC SERVICES, INC. and its subsidiaries, relating to the provision of solid waste collection, transportation, transfer, recycling, disposal and/or energy services by REPUBLIC SERVICES, INC. and its subsidiaries and affix its corporate seal to and deliver for and on behalf as surety thereon or otherwise, bonds of any of the following classes, to wit:

1. Surety bonds, bid bonds, performance bonds and payment bonds to the United States of America or agency thereof, including those required or permitted under the laws or regulations relating to Customs or Internal Revenue; license and permit bonds or other indemnity bonds under the laws, ordinances or regulations of any state, city, town, village, board, other body organization, public or private; bonds to transportation companies; lost instrument bonds; lease bonds; worker's compensation bonds; miscellaneous surety bonds; and bonds on behalf of notaries public; sheriffs, deputy sheriffs and similar public officials.

2. Surety bonds, bid bonds performance bonds and payment bonds on behalf of REPUBLIC SERVICES, INC. and its subsidiaries in connection with bids, proposals or contracts.

REPUBLIC SERVICES, INC. hereby agrees to ratify and confirm whatsoever WELLS FARGO INSURANCE SERVICES USA, INC. shall lawfully do pursuant to this power of attorney, and until notice or revocation has been given by REPUBLIC SERVICES, INC., the acts of said attorney shall be binding on the undersigned.

IN WITNESS WHEREOF, this Power of Attorney has been signed this, 9 day of January, 2017 on behalf of REPUBLIC SERVICES, INC. by its Assistant Secretary Eileen B. Schuler.

REPUBLIC SERVICES, INC.,
a Delaware Corporation

Eileen B. Schuler

STATE OF ARIZONA

COUNTY OF MARICOPA

Subscribed and sworn to before me this 9TH day of JANUARY, 2017 by Eileen B. Schuler, Assistant Secretary.

OFFICIAL SEAL
MATTHEW NORDQUIST
Notary Public - Arizona
MARICOPA COUNTY
My Commission Expires
MAY 31, 2019

Notary Public

WELLS FARGO INSURANCE

Wells Fargo
Insurance Services USA, Inc.
CA DOI # 0D08408
999 Third Avenue
Suite 4100
Seattle, WA 98104

Tel: 206 731 1200
Fax: 206 731 1209
Toll Free: 888 785 2878

April 12, 2017

Village of Glen Ellyn
535 Duane Street
Glen Ellyn, WA 60137

RE: Residential Solid Waste Collection Services

Gentlemen:

We are writing to you at the request of Allied Waste Services of North America, LLC dba Allied Waste Services of Elgin // Republic Services of Elgin.
This principal has or is about to submit a proposal for Bid for Residential Solid Waste Collection Services
If a contract for this work is awarded to Allied Waste Services of North America, LLC dba Allied Waste Services of Elgin // Republic Services of Elgin, Evergreen National Indemnity Company **a surety licensed to conduct business in the State of** IL **has agreed to act as surety on the bond as specified in the bid proposal.**

Please let us know if you need anything further in this regard.

Sincerely,

Evergreen National Indemnity Company

By: _____

Timothy S. Buhite
Attorney-in-Fact

Surety Phone No. 206-731-1200

Together we'll go far

Performance Bond

Bond No: _____

KNOW ALL MEN BY THESE PRESENTS, that _____, the Principal, and Evergreen National Indemnity Company, 6140 Parkland Blvd., Suite 321, Mayfield Heights, Ohio 44124, the Surety, are held and firmly bound unto the _____, as Obligee, in the penal sum of _____($_____), for the payment of which we bind ourselves, our heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract for _____ with the above mentioned Obligee, which contract is hereby incorporated herein as if fully rewritten Not withstanding, any terms and provisions specifically modified herein shall have the meaning given in this bond.

NOW, THEREFORE, the condition of the above obligation is such that if the Principal shall promptly and faithfully perform this Contract, then this obligation shall be null and void; subject, however, to the following conditions:

1. This bond is for the term beginning _____ and ending _____.

2. If there is no breach or default on the part of the Obligee, then the Surety's performance obligation under the bond shall arise after:
   a. The Obligee has notified the Principal and the Surety in writing at their respective addresses of the alleged breach, and has requested and attempted to arrange a conference with the Principal and the Surety to be held not later than fifteen (15) days after receipt of such notice to discuss methods of performing the Contract, and has made available during notice period all books, records, and accounts relevant to the Contract which may be requested by the Principal or Surety. If the Obligee, Principal and Surety agree, the Principal shall be allowed a reasonable time to perform the Contract; but such an contract shall not waive the Obligee's right, if any subsequently to declare a Principal default;
   b. The Obligee has declared the Principal in default and formally terminated the Principal's right to complete the Contract, provided, however, that such default shall not be declared earlier than twenty (20) days after the Principal and the Surety have received the notice as provided in "a" above; and
   c. The Obligee has agreed to pay the balance of the Contract price to the Surety in accordance with the terms of the Contract or to the such contractor as may be tendered by the Surety to the Obligee.

3. No claim, action, suit or proceeding, except as hereinafter set forth, shall be had or maintained against the Surety of this instrument unless same be brought or instituted and process served upon the Surety within six months after the expiration of the bond. The parties hereto expressly acknowledge and agree that no liquidated damages shall be claimed, due or payable by Surety pursuant to this Bond.

4. The bond may be extended for additional terms at the option of the Surety, by Continuation Certificate executed by the Surety.

5. Neither non-renewal by the Surety, nor failure, nor inability of the Principal to file a replacement bond shall constitute loss to the Obligee recoverable under this bond.

6. In no event shall the liability of the Surety hereunder exceed the penal sum hereof.

CERTIFICATE OF SECRETARY

RELATING TO THE BID OR PROPOSAL TO PROVIDE RESIDENTIAL SOLID WASTE COLLECTION SERVICES FOR THE VILLAGE OF GLEN ELLYN IN THE STATE OF ILLINOIS

The undersigned, Secretary of **ALLIED WASTE SERVICES OF NORTH AMERICA, LLC**, a Delaware limited liability company (the "Company"), hereby certifies that the following is a true and correct copy of the resolution which was duly adopted by **BROWNING-FERRIS INDUSTRIES, LLC**, a Delaware limited liability company, the sole member of the Company (the "Member") by written consent of the Member on February 24, 2016, that such resolution has not been rescinded, amended or modified in any respect, and is in full force and effect on the date hereof:

RESOLVED, that (i) any individual at the time holding the position of General Manager or Area Director, Finance be, and each of them hereby is, appointed as an Authorized Agent, to act in the name and on behalf of the Company and to include the execution of related documents, in connection with the day-to-day business activities of the Company, and further, that (ii) in addition to the General Manager or Area Director, Finance, any individual at the time holding the position of Area Director, Business Development; Area Director, Operations; or Market Vice President be, and each of them hereby is, appointed as an Authorized Agent to execute any bid and proposal, and if awarded, any related contract for services to be performed by the Company and any bond required by such bid, proposal or contract, all in accordance with the existing Levels of Authority and other relevant policies and procedures.

I further certify that **BRUCE J. THOMAS** holds the title of General Manager and in such capacity has full authority to act in the name and on behalf of the Company as set forth in the foregoing resolution.

WITNESS MY HAND, this 12th day of April, 2017.

Eileen B. Schuler, Secretary

EXHIBIT
G

REPUBLIC SERVICES

1330 Gasket Drive Elgin, IL 60120
O 847-429-7370 / republicservices.com

June 21, 2017

Village of Glen Ellyn
535 Duane Street
Glen Ellyn, IL 60137
Attention: Al Stonitsch, Assistant Village Manager

RE: Residential Solid Waste Collection Services RFP

Dear Mr. Stonitsch,

Thank you for allowing us the time to respond back to the discussion we had last week. As the solid waste collection service provider to the Village for the past 29 years Republic Services has a complete understanding of the true operational costs associated with providing this critical service to the Village; in the most efficient manner possible.

After careful review and consideration we believe that lowering the pricing of our "Base" proposal would not allow us to continue and maintain the premium level of customer service the Village and its residents have become accustomed to. All indications are that 90% plus of the residents value this schedule and would like to see it continue. Just to put the "premium" post weekend "Monday Only" services into perspective, the next lowest proposal for this service was nearly a "million dollars" per year more than Republic Services' proposal.

Republic Services respectfully request that the Village give serious consideration to our "Alternate (1) Base" proposal which immediately saves an additional $45,000.00, in year one, from our "As Is Base" proposal. The Alternate (1) Base" proposal has a fixed annual adjustment for contract years 2 -5. This gives the Village the ability to know exactly what each year's service costs will be, unlike the annual adjusting CPI with a cap at 5%. As an aside, this CPI index is currently trending towards 2% or better for this year, alone.

In addition, as much as we would like to accommodate a few month extension to the current contract, to allow the Village to further expand upon its solid waste collection system survey, we do not have the ability to do so. As you can imagine, the equipment currently providing service to the village is a valuable asset and is looked at as such. In the event we are not successful in retaining the services to the Village there are a number of company divisions throughout the country which are in need of either ordering new equipment or awaiting the deployment of existing equipment, such as the vehicles currently providing services to the Village.

In the spirit of a true partnership, we provided responses to the Village for all requested Alternatives under the RFP allowing the Village to evaluate the various requested

Glen Ellyn Village Board
535 Duane Street
Glen Ellyn, IL 60137

Meeting 12/13/2021 7:00 PM
Department: Police
Department Head: Philip Norton
Category: Ordinance
Prepared By: Norm Webber

AGENDA ITEM (ID # 2021-1686)

DOC ID: 2021-1686

Ordinance No. 6925 - VC, An Ordinance to Create Section 9-5-22 (Schedule V; Main Street Parking Garage Restrictions) and Section 9-5-13 (Schedule M; Handicapped Person Parking Locations) and Amend Section 9-2-12 (E)(1) (Fees) and Section 9-3-5 (Parking Rates and Times) (Police Chief Norton and Finance Director Coyle)

Statement of the Issue:
The Village Code should be updated for the Main Street Parking Garage. There are also a few housekeeping code changes related to parking which are necessary and are addressed in the background below.

Analysis:
The Village Code should be updated to reflect code requirements for the public portion of the new Main Street parking garage. The attached ordinance sets forth that the public portion of the garage will be free 3-hour customer-only parking. At this time, we are also prohibiting overnight parking in the garage. The ordinance also sets forth handicapped parking locations for the garage.

There are also several housekeeping items which should be updated for parking:
Civic Center Parking Garage Pricing: The Civic Center Garage was omitted from the ordinance passed in November regarding permit rates and should have been set at the same rate for the Train Station Lots. This ordinance corrects that oversight.
Civic Center Parking Garage 24-hour parking: A rate for 24-hour parking is being placed into the Village Code. This rate is identical to what was agreed upon through easement agreements approved by the Village Board with surrounding property owners. Only a limited number of these permits will be sold at this time.
Duane Lorraine overnight parking: The Avere on Duane complex has expressed an interest in paid overnight parking in the Duane Lorraine parking lot for guests of their residents. At this time, due to the lower demand for that lot, we are recommending a change to the code which will allow a person to pay $2.00 for any 24-hour period. The pay boxes and software app can be modified to accommodate this structure. If and when commuters return in greater numbers to the lot, we may consider modifications to this pricing and charge more for overnight parking.

Budget Impact:
None.

Action Requested:
Approve the attached ordinance.

Attachments:
1. Main Street Parking Garage November 2021

Village of Glen Ellyn

Ordinance No. _____ - VC

AN ORDINANCE TO CREATE SECTION 9-5-22
(SCHEDULE V; MAIN STREET PARKING GARAGE RESTRICTIONS) AND
SECTION 9-5-13 (SCHEDULE M; HANDICAPPED PERSON PARKING LOCATIONS)
AND AMEND SECTION 9-2-12 (E)(1) (FEES) AND SECTION 9-3-5 (PARKING RATES AND TIMES)
OF THE VILLAGE CODE OF THE
VILLAGE OF GLEN ELLYN, ILLINOIS
REGARDING PARKING IN VILLAGE PARKING LOTS AND GARAGES

Adopted by the
President and the Board of Trustees
Of the Village of Glen Ellyn
DuPage County, Illinois

This _____ Day of _____, 2021

Published in pamphlet form by the authority
of the President and Board of Trustees of the
Village of Glen Ellyn, DuPage County, Illinois,
this _____ day of _____, 20____.

PREPARED BY AND MAIL TO:
VILLAGE OF GLEN ELLYN
ATTN: VILLAGE CLERK
535 DUANE STREET
GLEN ELLYN, IL 60137

Ordinance No. _____ - VC

AN ORDINANCE TO CREATE SECTION 9-5-22
(SCHEDULE V; MAIN STREET PARKING GARAGE RESTRICTIONS) AND
SECTION 9-5-13 (SCHEDULE M; HANDICAPPED PERSON PARKING LOCATIONS)
AND AMEND SECTION 9-2-12 (E)(1) (FEES) AND SECTION 9-3-5 (PARKING RATES AND TIMES)
OF THE VILLAGE CODE OF THE
VILLAGE OF GLEN ELLYN, ILLINOIS
REGARDING PARKING IN VILLAGE PARKING LOTS AND GARAGES

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF GLEN ELLYN, DUPAGE COUNTY, ILLINOIS, in the exercise of its home rule powers, as follows:

SECTION ONE: Subsection (E)(1) of Section 9-2-12 is hereby deleted and replaced with the following:

(E) Fees:

1. Annual permits are issued for January 1 to December 31. The annual fee for the issuance of a parking permit shall be as follows:

	Rate Effective November 8, 2021	**Rate Effective October 1, 2022**
Glen Ellyn residents		
Train Station lot sections A, B, C, D and the Civic Center Parking Garage	$400.00	$500.00
All other lots	$350.00	$400.00
Motorcycle (designated motorcycle parking in Train Station lot sections B & D)	$100.00	$125.00
24-hour parking – Civic Center Parking Garage	$700.00	$700.00
Non-residents		
Train Station lot sections A, B, C, D and the Civic Center Parking Garage	$600.00	$750.00
All other lots	$525.00	$600.00
Motorcycle (designated motorcycle parking in Train Station lot sections B & D)	$150.00	$187.50
Central Business District Employees and Business Owners		
Train Station lot sections A, B, C, D and the Civic Center Parking Garage	$200.00	$250.00
All other lots	$175.00	$200.00

SECTION TWO: Subsection (A) of Section 9-3-5 is hereby amended as follows:

Zone D:

Rate of charge: $2.00 per calendar day or less, effective January 1, 2015.

Maximum prepaid time: 9 hours - 5:00 a.m. to 2:00 p.m.

Maximum parking time in parking lot: 22 hours or less - No parking in the lot from 2:30 a.m. to 4:30 a.m.

to:

Zone D:

Rate of charge: $2.00 per 24 hour period or less, effective January 1, 2022.

Maximum prepaid time: 24 hours

Maximum parking time in parking lot: 24 hours

SECTION THREE: Section 9-5-22 (SCHEDULE V; MAIN STREET PARKING GARAGE RESTRICTIONS) of the Glen Ellyn Village Code is hereby amended by the addition of the following:

Level	Location/Restriction
Ground Level	Free 3-hour Customer parking only. No Parking 2 a.m.-6 a.m.

SECTION TW0: Section 9-5-13 (SCHEDULE M; HANDICAPPED PERSON PARKING LOCATIONS) of the Glen Ellyn Village Code is hereby amended by the addition of the following:

Name of Street	Location
Main Street Parking Garage	The first 4 parking spaces on the north side, Ground Level, of the Main Street Parking Garage adjacent to the front entrance by Main Street, and 2 parking spaces adjacent to the west pedway entrance on Ground Level

SECTION FOUR: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION FIVE: This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form.

Passed by the President and Board of Trustees of the Village of Glen Ellyn, Illinois this _____ day of _____.

Ayes		Mark Senak		Anne Gould		Bill Payne
		Kelli Christiansen		Kelley Kalinich		Steve Thompson
		Gary Fasules				
Nays		Mark Senak		Anne Gould		Bill Payne
		Kelli Christiansen		Kelley Kalinich		Steve Thompson
		Gary Fasules				
Absent		Mark Senak		Anne Gould		Bill Payne
		Kelli Christiansen		Kelley Kalinich		Steve Thompson
		Gary Fasules				

Approved by the Village President of the Village of Glen Ellyn, Illinois this _____ day of _____.

_____

Village President

Attest:

_____

Village Clerk

AFFIX VILLAGE SEAL

(Published in pamphlet form and posted on the _____ day of _____, 20____.)

Glen Ellyn Village Board
535 Duane Street
Glen Ellyn, IL 60137

Meeting 12/13/2021 7:00 PM
Department: Finance
Department Head: Christina Coyle
Category: Ordinance
Prepared By: Christina Coyle

AGENDA ITEM (ID # 2021-1726)

DOC ID: 2021-1726

Ordinance No. 6926, An Ordinance to Amend Ambulance Service Fees for the Village of Glen Ellyn (Finance Director Coyle)

Statement of the Issue:
The Village should amend ambulance fees to align with the cost report to participate in the Ground Emergency Medical Transport (GEMT) Program.

Analysis:
In August 2021, the Village amended ambulance fees to fund a portion of the contract amendment which enhanced EMS services. To fund the contract amendment, the Village was also going to apply to participate in the GEMT Program, a federal program which reimburses the Village for uncompensated costs for Medicaid patients. Part of the application requires the preparation of a cost report, which has been prepared by our EMS provider, Metro Paramedic Services and is attached to this memo. To participate in the GEMT program, the ambulance fees charged should align with the cost report. Therefore, Staff has prepared an ordinance to amend the ambulance fee schedule to align with the cost report.

Budget Impact:
The Fire Services Fund has $500,000 budgeted for the amendment to the EMS contract. This is the Village's cost, net of the anticipated GEMT reductions.

Action Requested:
Approve the attached ordinance which amends ambulance fees.

Attachments:
1. GEMT Report PDF- Signed - 2021-09-16
2. Ordinance to Amend Ambulance Fees 2021-08 PBS' Recommended Revisions
3. Ordinance to Amend Ambulance Fees Clean Copy

EMERGENCY MEDICAL TRANSPORTATION
INTEGRATED DISCLOSURE AND MEDICAID COST REPORT
GENERAL INFORMATION

1. Name of Fire Department / Agency:	2. Medicaid #:	3. National Provider ID (NPI):
Village of Glen Ellyn	Enrollment in Process	1417184987

4. Doing Business As (DBA):	5. Facility Business Phone:

6. Fire District/Agency Street Address:	7. City:	8. Zip Code:
535 Duane Street	Glen Ellyn	60137

9. Mailing Address - Street or P.O. Box (if different):	10. City:	11. Zip Code:

12. Name of Person Signing and Certifying Report:
Mark Franz, Village Manager

13. Report Contact Person:	14. Phone Number and Extension:
Mark Franz	630-547-5200

15. Mailing Address - Street or P. O. Box:	16. City:	17. State:	18. Zip Code:
535 Duane Street	Glen Ellyn	IL	60137

19. Previous Name of Fire District/Agency if Changed Since Previous Report:	20. Date of Change:

21. Does your organization use another entity to provide EMT services?	22. Date Range of EMT Service Agreement:
Yes	6/15/19 to 6/15/24

23. Does your organization use another entity to provide billing for EMT services?	24. Are billing services paid on a Flat Rate or a Percentage:
Yes	Percentage

25. Reporting Period Began:	26. Reporting Period Ended:
January 1, 2020	December 31, 2020

27. Net Cost of Transports
$1,564.54

For the purpose of this document, “provider” is a Publicly Owned or Operated Emergency Medical Transportation Services provider.

To be Executed by Officer or Administrator of the Fire Department / Agency

I, Mark Franz , state as follows:

Public funds for services provided have been expended as necessary for Federal Financial Participation (FFP), pursuant to the requirements of Section 1903(w) of the Social Security Act and 42 C.F.R. § 433.50 *et seq.* for allowable costs.

The expenditures claimed have not previously been, nor will be, claimed at any other time to receive Federal Funds under Medicaid or any other program.

The provider acknowledges that the information is to be used for claiming Federal funds and understands that misrepresentation of information constitutes a violation of Federal and State law.

The provider acknowledges that all funds expended are subject to review and audit by the Department of Healthcare and Family Services.

The provider acknowledges and understands that the Department of Healthcare and Family Services must deny payments for any claim submitted if it is determined that the report is not adequately supported for purposes of Federal Financial Participation.

I certify that I am the responsible person of the subject Fire Department / Agency and am duly authorized to sign this document and that, to the best of my knowledge and information, each statement and amount in the accompanying schedules are true and correct.

	Village of Glen Ellyn
Date of Signature	*Name of Fire District/Agency*

E-mail the signed PDF electronic version of the completed cost report and the completed cost report Excel file to:
HFS.GEMT@illinois.gov

By: _____
(Signature)

Title: **Village Manager**

Address: **535 Duane Street**
Glen Ellyn, IL 60137

NOTICE

Please be advised that submission of cost reports for items or services which were not provided; are not reimbursable under the Medicaid program or claimed in violation of an agreement with the State, may subject you (or your organization) to civil money penalty assessments .

CHECK FIGURE

Total Reported Expenses (Before Allocation of Expenses - From Sch 1)	$1,598,962
Total Reported Expenses (After Allocation of Expenses - From Sch 2 thru 5)	1,598,962
Variance	$-

Material variances may result in a rejection of this Cost Report submission.

PROVIDER COST REPORT REIMBURSMENT QUESTIONNAIRE	YES	NO	N/A
A. Provider Organization and Operation			
1. Describe the type of organization providing the service (include if nonprofit, public, private, etc.): a. Non-Profit b. Public c. Private d. Other, please specify: _____	X		
2. Were any of the emergency transportation services subcontracted to another entity? If yes, describe the type of organization (include if nonprofit, public, private, etc.):		X	
3. The provider has: a. Changed ownership. If "yes", submit name and address of new owner, date of change, copy of sales agreement, or any similar agreement affecting change of ownership.		X	
b. Terminated participation. If "yes", list date of termination, and reason (Voluntary/Involuntary).		X	
4. *The provider is involved in business transactions, including management contracts and services under arrangements, with individuals or entities (e.g., chain home offices, drug or medical supply companies, etc.) that are related to the provider or its officers, medical staff, management personnel, or members of the board of directors through ownership, control, or family and other similar relationships.* If "yes" attach a list of the individuals, the organizations involved, and description of the transactions.			

PROVIDER COST REPORT REIMBURSMENT QUESTIONNAIRE	YES	NO	N/A
B. Financial Data and Reports			
1. During this cost reporting period, the financial statements are prepared by Certified Public Accountants or Public Accountants (submit complete copy or indicate available date) and are:			
a. Audited;	X		
b. Compiled; and	X		
c. Reviewed.	X		
NOTE: Where there is no affirmative response to the above described financial statements, attach a copy of the financial statements prepared *by you* and a description of the changes in accounting policies and practices if not mentioned in those statements.			
2. Cost report total expenses and total revenues differ from those on the filed financial statement. If "yes", submit reconciliation.			
C. Emergency Transport Data			
Provider records only were used to complete the cost report?			
If yes, attach detailed documentation of the system used to support the data reported on the cost report. If the detail documentation was previously supplied, submit only necessary updated documentation.	X		
1. Provider used a specific system to report claimed Medicaid emergency transports? If yes, upon request, provide the Medicaid recipient details of the emergency transports (such as driver manifest, call operator logs, etc.).	X		

SCHEDULE 1 - TOTAL EXPENSE

Fire Department / Agency Name: **Village of Glen Ellyn**
National Provider Identification: **0**
Fiscal Year Ended: **December 31, 2020**

Line No.	Cost Center	General Ledger Account Number	1	2	3	4
			Total Expense	MTS Expense	NON-MTS Expense	Administration & General
			Col 2 + Col 3	Fr Sch 2, Col 5	Fr Sch 3, Col 5	Fr Sch 5, Col 1
	Capital Related					
1.00	Depreciation - Buildings and Improvements		$ -	$ -	-	
2.00	Depreciation - Leasehold Improvements		-	-	-	
3.00	Depreciation - Equipment		-	-	-	
4.00	Depreciation and Amortization - Other		-	-	-	
5.00	Leases and Rentals		-	-	-	
6.00	Property Taxes		-	-	-	
7.00	Property Insurance		-	-	-	
8.00	Interest - Property, Plant, and Equipment		-	-	-	
9.00	Other- (Specify)		-	-	-	
10.00	Other- (Specify)		-	-	-	
	Total Capital Related (Lines 1.00 thru 10.00)		**$ -**	**$ -**	**$ -**	
	Salaries					
11.00	Administrative Chief		$ -	$ -	$ -	
12.00	Chief		-	-	-	
13.00	Non-MTS Salaries		-	-	-	
14.00	MTS Salaries		-	-	-	
15.00	Other- (Specify)		-	-	-	
16.00	Other- (Specify)		-	-	-	
17.00	Other- (Specify)		-	-	-	
18.00	Other- (Specify)		-	-	-	
	Subtotal Salaries (Lines 11.00 thru 18.00)		**$ -**	**$ -**	**$ -**	
	Fringe Benefits					
19.00	Administrative Chief		$ -	$ -	$ -	
20.00	Chief		-	-	-	
21.00	Non-MTS Salaries		-	-	-	
22.00	MTS Salaries		-	-	-	
23.00	Other- (Specify)		-	-	-	
24.00	Other- (Specify)		-	-	-	
25.00	Other- (Specify)		-	-	-	
26.00	Other- (Specify)		-	-	-	
	Subtotal Fringe Benefits (Lines 19.00 thru 26.00)		**$ -**	**$ -**	**$ -**	
	Total Salaries & Fringe Benefits		**$ -**	**$ -**	**$ -**	
	Total Capital Related, Salaries, and Fringe Benefits		***$ -***	***$ -***	***$ -***	
	Administrative and General					
27.00	Administrative		$ -	$ -	$ -	$ -
28.00	Legal		-	-	-	-
29.00	Accounting		-	-	-	-
30.00	Advertising		-	-	-	-
31.00	Consulting Expenses		-	-	-	-
32.00	Contracted Labor		-	-	-	-
33.00	Interest - Other		-	-	-	-
34.00	Training		-	-	-	-
35.00	General Insurance		131,500	131,500	-	-
36.00	Supplies		514	514	-	-
37.00	Bad Debt		-	-	-	-
38.00	Plant Operations and Maintenance		80	80	-	-
39.00	Housekeeping		-	-	-	-
40.00	Utilities		3,056	3,056	-	-
41.00	Medical Supplies		-	-	-	-
42.00	Minor Medical Equipment		-	-	-	-
43.00	Minor Equipment		-	-	-	-
44.00	Fines and Penalties		-	-	-	-
45.00	Fleet Maintenance		-	-	-	-
46.00	Communications		3,876	3,876	-	-
47.00	Recruit Academy		-	-	-	-
48.00	Dispatch Service		58,683	58,683	-	-
49.00	Logistics		-	-	-	-
50.00	Postage		-	-	-	-
51.00	Dues and Subscriptions		-	-	-	-
52.00	Other - Capital Related Costs		-	-	-	-
53.00	Contracted Services - MTS		1,193,214	1,193,214	-	-
54.00	Contracted Services - MTS Billing		9	9	-	-
55.00	Ambulance Service		208,030	208,030	-	-
56.00	Other- (Specify)		-	-	-	-
57.00	Other- (Specify)		-	-	-	-
	Total Administrative & General		***$ 1,598,962***	***$ 1,598,962***	***$ -***	***$ -***
	Total Fire District / Agency		***$ 1,598,962***	***$ 1,598,962***	***$ -***	***$ -***

SCHEDULE 2 - MEDICAL TRANSPORTATION SERVICES (MTS) EXPENSE

Fire Department / Agency Name: **Village of Glen Ellyn** Fiscal Year Ended: **December 31, 2020**
National Provider Identification: **0**

Line No.	Cost Center	General Ledger Account Number	1 MTS Expense	2 Allocated Direct Service Cost (Fr Sch 4, Col 5)	3 Total Reclassifications (Fr Sch 6, Cols 4 & 7)	4 Total Adjustments (Fr Sch 7, Col 1)	5 Total MTS Expense (To Sch 1, Col 2)
	Capital Related						
1.00	Depreciation - Buildings and Improvements		$ -	$ -	$ -	$ -	$ -
2.00	Depreciation - Leasehold Improvements		-	-	-	-	-
3.00	Depreciation - Equipment		-	-	-	-	-
4.00	Depreciation and Amortization - Other		-	-	-	-	-
5.00	Leases and Rentals		-	-	-	-	-
6.00	Property Taxes		-	-	-	-	-
7.00	Property Insurance		-	-	-	-	-
8.00	Interest - Property, Plant, and Equipment		-	-	-	-	-
9.00	Other- (Specify)		-	-	-	-	-
10.00	Other- (Specify)		-	-	-	-	-
	Total Capital Related (Lines 1.00 thru 10.00)		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
	Salaries						
11.00	Administrative Chief		$ -	$ -	$ -	$ -	$ -
12.00	Chief		-	-	-	-	-
13.00	Non-MTS Salaries		-	-	-	-	-
14.00	MTS Salaries		-	-	-	-	-
15.00	Other- (Specify)		-	-	-	-	-
16.00	Other- (Specify)		-	-	-	-	-
17.00	Other- (Specify)		-	-	-	-	-
18.00	Other- (Specify)		-	-	-	-	-
	Subtotal Salaries (Lines 11.00 thru 18.00)		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
	Fringe Benefits						
19.00	Administrative Chief		$ -	$ -	$ -	$ -	$ -
20.00	Chief		-	-	-	-	-
21.00	Non-MTS Salaries		-	-	-	-	-
22.00	MTS Salaries		-	-	-	-	-
23.00	Other- (Specify)		-	-	-	-	-
24.00	Other- (Specify)		-	-	-	-	-
25.00	Other- (Specify)		-	-	-	-	-
26.00	Other- (Specify)		-	-	-	-	-
	Subtotal Fringe Benefits (Lines 19.00 thru 26.00)		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
	Total Salaries & Fringe Benefits		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
	Total Capital Related, Salaries, and Fringe Benefits		***$ -***	***$ -***	***$ -***	***$ -***	***$ -***
	Administrative and General						
27.00	Administrative		$ -		$ -	$ -	$ -
28.00	Legal		-		-	-	-
29.00	Accounting		-		-	-	-
30.00	Advertising		-		-	-	-
31.00	Consulting Expenses		-		-	-	-
32.00	Contracted Labor		-		-	-	-
33.00	Interest - Other		-		-	-	-
34.00	Training		-		-	-	-
35.00	General Insurance		263,000		(131,500)	-	131,500
36.00	Supplies		1,029		(515)	-	514
37.00	Bad Debt		-		-	-	-
38.00	Plant Operations and Maintenance		160		(80)	-	80
39.00	Housekeeping		-		-	-	-
40.00	Utilities		6,113		(3,057)	-	3,056
41.00	Medical Supplies		-		-	-	-
42.00	Minor Medical Equipment		-		-	-	-
43.00	Minor Equipment		-		-	-	-
44.00	Fines and Penalties		-		-	-	-
45.00	Fleet Maintenance		-		-	-	-
46.00	Communications		7,751		(3,875)	-	3,876
47.00	Recruit Academy		-		-	-	-
48.00	Dispatch Service		117,366		(58,683)	-	58,683
49.00	Logistics		-		-	-	-
50.00	Postage		-		-	-	-
51.00	Dues and Subscriptions		-		-	-	-
52.00	Other - Capital Related Costs		-		-	-	-
53.00	Contracted Services - MTS		1,193,214		-	-	1,193,214
54.00	Contracted Services - MTS Billing		17		(8)	-	9
55.00	Ambulance Service		416,060		(208,030)	-	208,030
56.00	Other- (Specify)		-		-	-	-
57.00	Other- (Specify)		-		-	-	-
	Total Administrative & General		***$ 2,004,710***		***$ (405,748)***	***$ -***	***$ 1,598,962***
	Total Fire District / Agency		***$ 2,004,710***	***$ -***	***$ (405,748)***	***$ -***	***$ 1,598,962***

SCHEDULE 3 - NON-MTS EXPENSE

Fire Department / Agency Name: **Village of Glen Ellyn**
National Provider Identification: **0**
Fiscal Year Ended: **December 31, 2020**

Line No.	Cost Center	General Ledger Account Number	1 NON-MTS Expense	2 Allocated Direct Service Costs Fr Sch 4, Col 6	3 Total Reclassifications Fr Sch 6, Cols 4 & 7	4 Total Adjustments Fr Sch 7, Col 1	5 Total NON-MTS Expense To Sch 1, Col 3
	Capital Related						
1.00	Depreciation - Buildings and Improvements		$ -	$ -	$ -	$ -	$ -
2.00	Depreciation - Leasehold Improvements		-	-	-	-	-
3.00	Depreciation - Equipment		-	-	-	-	-
4.00	Depreciation and Amortization - Other		-	-	-	-	-
5.00	Leases and Rentals		-	-	-	-	-
6.00	Property Taxes		-	-	-	-	-
7.00	Property Insurance		-	-	-	-	-
8.00	Interest - Property, Plant, and Equipment		-	-	-	-	-
9.00	Other- (Specify)		-	-	-	-	-
10.00	Other- (Specify)		-	-	-	-	-
	Total Capital Related (Lines 1.00 thru 10.00)		$ -	$ -	$ -	$ -	$ -
	Salaries						
11.00	Administrative Chief		$ -	$ -	$ -	$ -	$ -
12.00	Chief		-	-	-	-	-
13.00	Non-MTS Salaries		-	-	-	-	-
14.00	MTS Salaries		-	-	-	-	-
15.00	Other- (Specify)		-	-	-	-	-
16.00	Other- (Specify)		-	-	-	-	-
17.00	Other- (Specify)		-	-	-	-	-
18.00	Other- (Specify)		-	-	-	-	-
	Subtotal Salaries (Lines 11.00 thru 18.00)		$ -	$ -	$ -	$ -	$ -
	Fringe Benefits						
19.00	Administrative Chief		$ -	$ -	$ -	$ -	$ -
20.00	Chief		-	-	-	-	-
21.00	Non-MTS Salaries		-	-	-	-	-
22.00	MTS Salaries		-	-	-	-	-
23.00	Other- (Specify)		-	-	-	-	-
24.00	Other- (Specify)		-	-	-	-	-
25.00	Other- (Specify)		-	-	-	-	-
26.00	Other- (Specify)		-	-	-	-	-
	Subtotal Fringe Benefits (Lines 19.00 thru 26.00)		$ -	$ -	$ -	$ -	$ -
	Total Salaries & Fringe Benefits		$ -	$ -	$ -	$ -	$ -
	Total Capital Related, Salaries, and Fringe Benefits		$ -	$ -	$ -	$ -	$ -
	Administrative and General						
27.00	Administrative		$ -		$ -	$ -	$ -
28.00	Legal		-		-	-	-
29.00	Accounting		-		-	-	-
30.00	Advertising		-		-	-	-
31.00	Consulting Expenses		-		-	-	-
32.00	Contracted Labor		-		-	-	-
33.00	Interest - Other		-		-	-	-
34.00	Training		-		-	-	-
35.00	General Insurance		-		-	-	-
36.00	Supplies		-		-	-	-
37.00	Bad Debt		-		-	-	-
38.00	Plant Operations and Maintenance		-		-	-	-
39.00	Housekeeping		-		-	-	-
40.00	Utilities		-		-	-	-
41.00	Medical Supplies		-		-	-	-
42.00	Minor Medical Equipment		-		-	-	-
43.00	Minor Equipment		-		-	-	-
44.00	Fines and Penalties		-		-	-	-
45.00	Fleet Maintenance		-		-	-	-
46.00	Communications		-		-	-	-
47.00	Recruit Academy		-		-	-	-
48.00	Dispatch Service		-		-	-	-
49.00	Logistics		-		-	-	-
50.00	Postage		-		-	-	-
51.00	Dues and Subscriptions		-		-	-	-
52.00	Other - Capital Related Costs		-		-	-	-
53.00	Contracted Services - MTS		-		-	-	-
54.00	Contracted Services - MTS Billing		-		-	-	-
55.00	Ambulance Service		-		-	-	-
56.00	Other- (Specify)		-		-	-	-
57.00	Other- (Specify)		-		-	-	-
	Total Administrative & General		$ -	$ -	$ -	$ -	$ -
	Total Fire District / Agency		$ -	$ -	$ -	$ -	$ -

SCHEDULE 4 - ALLOCATION OF CAPITAL RELATED AND SALARIES & BENEFITS (CRSB) EXPENSE

Fire Department / Agency Name: **Village of Glen Ellyn**
National Provider Identification: **0**
Fiscal Year Ended: **December 31, 2020**

Line No.	Cost Center	General Ledger Account Number	1 Expense to be Apportioned	2 Total Reclassifications (A) Fr Sch 6, Cols 4 & 7	3 Total Adjustments (B) Fr Sch 7, Col 1	4 Net Expense to be Apportioned	5 MTS Allocation 0.00%	6 NON-MTS Allocation 0.00%
	Capital Related							
1.00	Depreciation - Buildings and Improvements		$ -	$ -	$ -	$ -	$ -	$ -
2.00	Depreciation - Leasehold Improvements		-	-	-	-	-	-
3.00	Depreciation - Equipment		-	-	-	-	-	-
4.00	Depreciation and Amortization - Other		-	-	-	-	-	-
5.00	Leases and Rentals		-	-	-	-	-	-
6.00	Property Taxes		-	-	-	-	-	-
7.00	Property Insurance		-	-	-	-	-	-
8.00	Interest - Property, Plant, and Equipment		-	-	-	-	-	-
9.00	Other- (Specify)		-	-	-	-	-	-
10.00	Other- (Specify)		-	-	-	-	-	-
	Total Capital Related (Lines 1.00 thru 10.00)		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

Capital Related Allocation Statistics for Direct Service Cost Allocation

Description	Square Ft	Factor
MTS Square Footage	-	0.00%
Non-MTS Square Footage	-	0.00%
Total Square Feet to be Apportioned	-	0.00%

Line No.	Cost Center	Account Number	1 Expense to be Apportioned	2 Total Reclassifications Fr Sch 6, Cols 4 & 7	3 Total Adjustments Fr Sch 7, Col 1	4 Net Expense to be Apportioned	5 MTS Allocation 78.00%	6 NON-MTS Allocation 22.00%
	Salaries							
11.00	Administrative Chief		$ -	$ -	$ -	$ -	$ -	$ -
12.00	Chief		-	-	-	-	-	-
13.00	Non-MTS Salaries		-	-	-	-	-	-
14.00	MTS Salaries		-	-	-	-	-	-
15.00	Other- (Specify)		-	-	-	-	-	-
16.00	Other- (Specify)		-	-	-	-	-	-
17.00	Other- (Specify)		-	-	-	-	-	-
18.00	Other- (Specify)		-	-	-	-	-	-
	Subtotal Salaries (Lines 11.00 thru 18.00)		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
	Fringe Benefits							
19.00	Administrative Chief		$ -	$ -	$ -	$ -	$ -	$ -
20.00	Chief		-	-	-	-	-	-
21.00	Non-MTS Salaries		-	-	-	-	-	-
22.00	MTS Salaries		-	-	-	-	-	-
23.00	Other- (Specify)		-	-	-	-	-	-
24.00	Other- (Specify)		-	-	-	-	-	-
25.00	Other- (Specify)		-	-	-	-	-	-
26.00	Other- (Specify)		-	-	-	-	-	-
	Subtotal Fringe Benefits (Lines 19.00 thru 26.00)		$ -	$ -	$ -	$ -	$ -	$ -
	Total Salaries & Fringe Benefits		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

Salaries/Benefits Allocation Statistics for Direct Service Cost Allocation

Description	Total Hrs	Factor
Hours Logged for MTS Duty	7,800	78.00%
Hours Logged for NON-MTS Duty	2,200	22.00%
Total Hours to be Apportioned	10,000	100.00%

SCHEDULE 5 - ALLOCATION OF ADMINISTRATION & GENERAL

Fire Department / Agency Name: **Village of Glen Ellyn**
National Provider Identification: **0**
Fiscal Year Ended: **December 31, 2020**

Line No.	Cost Center	General Ledger Account Number	1 Expense to be Apportioned ** See Note Below	2 Total Reclassifications Fr Sch 6, Cols 4 & 7	3 Total Adjustments Fr Sch 7, Col 1	4 Net Expense to be Apportioned	5 MTS Allocation 100.00%	6 NON-MTS Allocation 0.00%
	Administrative and General							
27.00	Administrative		$ -	$ -	$ -	$ -	$ -	$ -
28.00	Legal			-	-	-	-	-
29.00	Accounting			-	-	-	-	-
30.00	Advertising			-	-	-	-	-
31.00	Consulting Expenses			-	-	-	-	-
32.00	Contracted Labor			-	-	-	-	-
33.00	Interest - Other			-	-	-	-	-
34.00	Training			-	-	-	-	-
35.00	General Insurance			-	-	-	-	-
36.00	Supplies			-	-	-	-	-
37.00	Bad Debt			-	-	-	-	-
38.00	Plant Operations and Maintenance			-	-	-	-	-
39.00	Housekeeping			-	-	-	-	-
40.00	Utilities			-	-	-	-	-
41.00	Medical Supplies			-	-	-	-	-
42.00	Minor Medical Equipment			-	-	-	-	-
43.00	Minor Equipment			-	-	-	-	-
44.00	Fines and Penalties			-	-	-	-	-
45.00	Fleet Maintenance			-	-	-	-	-
46.00	Communications			-	-	-	-	-
47.00	Recruit Academy			-	-	-	-	-
48.00	Dispatch Service			-	-	-	-	-
49.00	Logistics			-	-	-	-	-
50.00	Postage			-	-	-	-	-
51.00	Dues and Subscriptions			-	-	-	-	-
52.00	Other - Capital Related Costs			-	-	-	-	-
53.00	Contracted Services - MTS			-	-	-	-	-
54.00	Contracted Services - MTS Billing			-	-	-	-	-
55.00	Ambulance Service			-	-	-	-	-
56.00	Other- (Specify)			-	-	-	-	-
57.00	Other- (Specify)		-	-	-	-	-	-
	Total Administrative & General		$ -	$ -	$ -	$ -	$ -	$ -

** **If an Indirect Cost Factor is being applied on W/S 9, the Administration & General cost allocation will not be applied.**

(A) **REMINDER THAT THE AMOUNTS FROM SCH 6 , COLUMNS 4 AND 7 MUST BE MANUALLY TRANSFERRED TO THIS COLUMN**
(B) **REMINDER THAT THE AMOUNTS FROM SCH 7 , COLUMN 1 MUST BE MANUALLY TRANSFERRED TO THIS COLUMN**

Selection of Allocation Statistic:
Any variation of the allocation statistic must be approved prior to implementation and documentation MUST be readily available for review.

Allocation Statistics for Administration and General Expense		
Description	Accumulated Expense	Factor
Accumulated Cost of MTS Services (from Sch 2, Col 5)	$ 1,598,962	100.00%
Accumulated Cost of NON-MTS Services (from Sch 3, Col 5)	$ -	0.00%
Total Accumulated Cost of MTS and NON-MTS Services	$ 1,598,962	100.00%

SCHEDULE 6 - RECLASSIFICATION OF EXPENSES

Fire Department / Agency: **Village of Glen Ellyn**
National Provider Identification: **0**
Fiscal Year Ended: **December 31, 2020**

	EXPLANATION OF ENTRY	Code	INCREASE				DECREASE			
			Cost Center	Line Number	Schedule	Amount	Cost Center	Line Number	Schedule	Amount
		1	2	3	4	5	6	7	8	9
1.	Dispatch Services							48.00	2	$ 58,683
2.	Plant Operations and Maintenance					-		38.00	2	80
3.	Communications					-		46.00	2	3,875
4.	Utilities					-		40.00	2	3,057
5.	General Insurance					-		35.00	2	131,500
6.	Ambulance Service					-		55.00	2	208,030
7.	Contracted Services - MTS Billing					-		54.00	2	8
8.	Supplies					-		36.00	2	515
9.						-				-
10.						-				-
11.						-				-
12.						-				-
13.						-				-
14.						-				-
15.						-				-
16.						-				-
17.						-				-
18.						-				-
19.						-				-
20.						-				-
21.						-				-
22.						-				-
23.						-				-
24.						-				-
25.						-				-
26.						-				-
27.						-				-
28.						-				-
29.						-				-
30.						-				-
31.						-				-
32.						-				-
33.						-				-
34.						-				-
35.						-				-
36.						-				-
37.						-				-
38.						-				-
39.						-				-
40.						-				-
41.						-				-
42.						-				-
43.						-				-
44.						-				-
45.						-				-
46.						-				-
47.						-				-
48.						-				-
49.						-				-
50.						-				-
51.						-				-
52.						-				-
53.						-				-
54.						-				-
55.						-				-
56.						-				-
57.						-				-
58.						-				-
59.						-				-
60.						-				-
	Total Reclassifications (Col. 4 & 7 must equal)					***$ -***				***$ 405,748***

SCHEDULE 7 - ADJUSTMENTS TO EXPENSES

Fire Department / Agency: **Village of Glen Ellyn**
National Provider Identification: **0**
Fiscal Year Ended: **December 31, 2020**

	Description	Basis for Adjustment (A or B)	Amount Increase / (Decrease)	Cost Center	Schedule	C/R Line No.
		1	2	3	4	5
1.			$ -			
2.			-			
3.			-			
4.			-			
5.			-			
6.			-			
7.			-			
8.			-			
9.			-			
10.			-			
11.			-			
12.			-			
13.			-			
14.			-			
15.			-			
16.			-			
17.			-			
18.			-			
19.			-			
20.			-			
21.			-			
22.			-			
23.			-			
24.			-			
25.			-			
26.			-			
27.			-			
28.			-			
29.			-			
30.			-			
	Total		$ -			

SCHEDULE 8 - REVENUE / FUNDING SOURCES

Fire Department / Agency: **Village of Glen Ellyn**
National Provider Identification: **0**
Fiscal Year Ended: **December 31, 2020**

A	1	2	3	4	5	6
		Qtr 1	Qtr 2	Qtr 3	Qtr 4	
	MEDICAID FEE FOR SERVICE (FFS) REVENUE FROM TRANSPORTS	JUN 1 through AUG 31	SEP 1 through NOV 30	DEC 1 through FEB 29	MAR 1 through MAY 31	Total
1.	Medicaid Fee for Service					$ -
2.	Medicaid Fee for Service Other - (Specify) *					-
3.	Medicaid Fee for Service Other - (Specify) *					-
4.	Medicaid Fee for Service Other - (Specify) *					-
5.	Medicaid Fee for Service Other - (Specify) *					-
6.	Medicaid Fee for Service Other - (Specify) *					-
	Total Medicaid FFS Revenue from Transports (To Sch 9, Line 13)	$ -	$ -	$ -	$ -	$ -

B	1	2	3	4	5	6
		Qtr 1	Qtr 2	Qtr 3	Qtr 4	
	OTHER MEDICAID REVENUE FROM TRANSPORTS	JUN 1 through AUG 31	SEP 1 through NOV 30	DEC 1 through FEB 29	MAR 1 through MAY 31	Total
7.	Medicaid Managed Care					-
8.	Medicaid Managed Care Other - (Specify) **					-
9.	Medicaid Managed Care Other - (Specify) **					-
10.	Medicaid Managed Care Other - (Specify) **					-
11.	Medicaid Managed Care Other - (Specify) **					-
12.	Medicaid Managed Care Other - (Specify) **					-
	Total Other Revenue from Medicaid Managed Care Transports	$ -	$ -	$ -	$ -	$ -

C	1	2	3	4
	OTHER REVENUE / FUNDING SOURCES	MTS	NON-MTS	Total
13.	AUTO			$ -
14.	COMMERCIAL			-
15.	MEDICARE			-
16.	MEDICARE MCO			-
17.	PRIVATE PAY			-
18.	WORKERS COMP			-
19.				-
20.				-
21.				-
22.				-
23.				-
24.				-
25.				-
26.				-
27.				-
28.				-
29.				-
30.				-
31.				-
32.				-
33.				-
34.				-
35.				-
36.				-
37.				-
38.				-
39.				-
40.				-
	Total Other Revenue	$ -	$ -	$ -
	GRAND TOTAL [a+b+c]			**$ -**

SCHEDULE 9 - FINAL SETTLEMENT CALCULATION

Fire Department / Agency: **Village of Glen Ellyn**
National Provider Identification: **0**
Fiscal Year Ended: **December 31, 2020**

Average Cost per EMT Service

1. Cost of MTS Services (from Sch 2)				$ 1,598,962
2. Indirect Cost Factor Based on MTS Services? (please use drop-down box to select Yes or No)	No			
3. If no, please enter the total cost to be used for calculating the Indirect Cost	$ -			
4. Indirect Cost Factor Percentage (please see notes below)	0.00%		0	
5. Administration & General Allocation from Sch 5 (A)		$	-	
6. Administration & General to be included				-
7. Grand Total of MTS Expense (Sum lines 1 thru 4)				$ 1,598,962

8. Number of MTS Transports

Column 1	Column 2	IL Medicaid Managed Care	IL Medicaid Fee for Service	All Other Payers	
Qtr 1	**January 1 through March 31**	47	8	203	
Qtr 2	**April 1 through June 30**	45	5	204	
Qtr 3	**July 1 through September 30**	40	6	193	
Qtr 4	**October 1 through December 31**	65	6	200	
	TOTAL Transports	197	25	800	1,022

-If necessary, Please adjust the Quarter periods in #8, Column 2, to your specific cost reporting period

9. Average Cost per MTS Transports (Line 7/Line 8) $ 1,565

(A) In most cases, when an Indirect Cost Factor is being applied, there should be no Administration & General cost allocated.

SCHEDULE 10 - NOTES

Fire Department / Agency: **Village of Glen Ellyn**
National Provider Identification: **0**
Fiscal Year Ended: **December 31, 2020**

Please identify all contracting arrangements noted on Schedules 1, 2, and 3.

Sch	Line	Contract Arrangements	Amount
2	53	Metro	$ 1,193,214

Please identify the statistical basis for allocation on Schedules 4 and 5.

Sch	Line	Allocation Basis	Amount

If any schedules were left blank, please explain why.

Sch	Explanation

Village of Glen Ellyn

Ordinance No. _____

An Ordinance Amending the Ambulance Service Fees for the Village of Glen Ellyn

Adopted by the
President and the Board of Trustees
Of the Village of Glen Ellyn
DuPage County, Illinois
This _____ Day of _____, 20__.

Published in pamphlet form by the authority
of the President and Board of Trustees of the
Village of Glen Ellyn, DuPage County, Illinois,
this _____ day of _____, 20____.

PREPARED BY AND MAIL TO:
VILLAGE OF GLEN ELLYN
ATTN: VILLAGE CLERK
535 DUANE STREET
GLEN ELLYN, IL 60137

Ordinance No. _____

An Ordinance Amending the Ambulance Service Fees for the
Village of Glen Ellyn

WHEREAS, the President and Board of Trustees (the "Board") of the Village of Glen Ellyn (the "Village") provide emergency ambulance services to residents and non-residents alike and, within its jurisdiction, may fix, charge, and collect fees for emergency ambulance service within or outside of the Village not exceeding the reasonable cost of service; and

WHEREAS, the Board finds that it is in the best interest of the Village to continue to require those who benefit from the Village's ambulance services to partially defray the costs accruing to the Village that results from services provided;

WHEREAS, the Village has investigated different methods to maintain a high level of quality of emergency and non-emergency service capability;

WHEREAS, in addition to ambulance transport fees, the Board desires to charge fees for non-transport emergency calls for services; and

WHEREAS, the term "non-transport" is defined as an emergency medical service call that does not result in a patient transport; and

WHEREAS, the Board finds that it is necessary to amend and restate the existing fee schedule.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Glen Ellyn, DuPage County, Illinois in the exercise of its home rule powers, as follows:

Section 1: Fee for Emergency Ambulance Services:

Fee Type	Resident Fee	Non-Resident Fee
Basic Life Support (BLS)	$1564.5049~~00~~	$1564.5041~~,150~~
Advanced Life Support (ALS)	$1564.5041~~,243~~	$1564.5041~~,575~~
~~Advance Life Support 2 (ALS 2)~~	~~$1,140~~	~~$1,650~~
Mileage	$~~16.50~~20.00	$~~18.25~~25.00
Treat/Non-Transport	$103.12~~102~~	$154.68~~153~~

Commented [T1]: Eliminated

Section 2: Fee Escalator. Each year following the effective date of this ordinance, the ~~entire~~ fee schedule for only "Mileage" and "Treat/Non-Transport" ~~-~~indicated above shall be subject to an increase of two (2) percent or CPI-U (Chicago, Gary, Kenosha area), whichever is lower. In addition, ~~E~~each January 1 of every year, following the effective date of this ordinance, the ~~entire~~ fee schedule indicated above, with the exception of "Mileage" and "Treat/Non-Transport", shall be amended based on the ambulance billing rate(s) approved by the Illinois Department of Healthcare and Family Services pursuant to the Village's annual Cost Report submitted to the Illinois Department of Healthcare and Family Services under the Ground ~~E~~Emergency Medical Transport (GEMT) Program.

Section 3: Severability. In the event that any section, clause, provision or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

Section 4: Effective Date. This Ordinance shall be in full force and effect beginning October 1, 2021, after its passage, approval, and publication in pamphlet form in a manner provided by law.

Section 5: Any other ordinances in conflict with any provision of the Ordinance shall

hereby be repealed effective October 1, 2021, except as to any claims or causes of action for fees, charges, or other expenses, including, but not limited to, costs of service that were recoverable under the prior ordinances, were pending or accrued as of October 1, 2021, and in such cases, such claims or causes of action shall not be abated, but shall proceed as if said Ordinance shall not have been repealed; it being the intent of the Village that all such claims and causes of action be specifically preserved.

Section 6: This fee schedule shall be reviewed by the Board at least every five years in order to coincide with the ambulance/paramedic services contract period.

Passed by the President and Board of Trustees of the Village of Glen Ellyn, Illinois this _____ day of _____.

Ayes:

Nays:

Absent:

Approved by the Village President of the Village of Glen Ellyn, Illinois this _____ day of _____.

_____
Village President

Attest:

_____
Village Clerk

AFFIX VILLAGE SEAL

(Published in pamphlet form and posted on the _____ day of _____, 20____.)

Village of Glen Ellyn

Ordinance No. _____

An Ordinance Amending the Ambulance Service Fees for the Village of Glen Ellyn

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Adopted by the
President and the Board of Trustees
Of the Village of Glen Ellyn
DuPage County, Illinois
This _____ Day of _____, 20__.

Published in pamphlet form by the authority of the President and Board of Trustees of the Village of Glen Ellyn, DuPage County, Illinois, this _____ day of _____, 20____.

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VILLAGE OF GLEN ELLYN
ATTN: VILLAGE CLERK
535 DUANE STREET
GLEN ELLYN, IL 60137

Ordinance No. _____

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WHEREAS, the Board finds that it is in the best interest of the Village to continue to require those who benefit from the Village's ambulance services to partially defray the costs accruing to the Village that results from services provided;

WHEREAS, the Village has investigated different methods to maintain a high level of quality of emergency and non-emergency service capability;

WHEREAS, in addition to ambulance transport fees, the Board desires to charge fees for non-transport emergency calls for services; and

WHEREAS, the term "non-transport" is defined as an emergency medical service call that does not result in a patient transport; and

WHEREAS, the Board finds that it is necessary to amend and restate the existing fee schedule.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Glen Ellyn, DuPage County, Illinois in the exercise of its home rule powers, as follows:

Section 1: Fee for Emergency Ambulance Services:

Fee Type	Resident Fee	Non-Resident Fee
Basic Life Support (BLS)	$1564.504	$1564.504
Advanced Life Support (ALS)	$1564.504	$1564.504
Mileage	$20.00	$25.00
Treat/Non-Transport	$103.12	$154.68

Section 2: Fee Escalator. Each year following the effective date of this ordinance, the fee schedule for only "Mileage" and "Treat/Non-Transport" indicated above shall be subject to an increase of two (2) percent or CPI-U (Chicago, Gary, Kenosha area), whichever is lower. In addition, each January 1 of every year, following the effective date of this ordinance, the fee schedule indicated above, with the exception of "Mileage" and "Treat/Non-Transport", shall be amended based on the ambulance billing rate(s) approved by the Illinois Department of Healthcare and Family Services pursuant to the Village's annual Cost Report submitted to the Illinois Department of Healthcare and Family Services under the Ground Emergency Medical Transport (GEMT) Program.

Section 3: Severability. In the event that any section, clause, provision or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

Section 4: Effective Date. This Ordinance shall be in full force and effect beginning October 1, 2021, after its passage, approval, and publication in pamphlet form in a manner provided by law.

Section 5: Any other ordinances in conflict with any provision of the Ordinance shall hereby be repealed effective October 1, 2021, except as to any claims or causes of action for fees, charges, or other expenses, including, but not limited to, costs of service that were recoverable under

the prior ordinances, were pending or accrued as of October 1, 2021, and in such cases, such claims or causes of action shall not be abated, but shall proceed as if said Ordinance shall not have been repealed; it being the intent of the Village that all such claims and causes of action be specifically preserved.

Section 6: This fee schedule shall be reviewed by the Board at least every five years in order to coincide with the ambulance/paramedic services contract period.

Passed by the President and Board of Trustees of the Village of Glen Ellyn, Illinois this _____ day of _____.

Ayes		Mark Senak		Kelli Christiansen		Gary Fasules
		Anne Gould		Kelley Kalinich		Bill Payne
		Steve Thompson				
Nays		Mark Senak		Kelli Christiansen		Gary Fasules
		Anne Gould		Kelley Kalinich		Bill Payne
		Steve Thompson				
Absent		Mark Senak		Kelli Christiansen		Gary Fasules
		Anne Gould		Kelley Kalinich		Bill Payne
		Steve Thompson				

Approved by the Village President of the Village of Glen Ellyn, Illinois this _____ day of _____.

_____

Village President

Attest:

_____

Village Clerk

AFFIX VILLAGE SEAL

(Published in pamphlet form and posted on the _____ day of _____, 20____.)

Glen Ellyn Village Board
535 Duane Street
Glen Ellyn, IL 60137

Meeting 12/13/2021 7:00 PM
Department: Finance
Department Head: Christina Coyle
Category: Resolution
Prepared By: Christina Coyle

AGENDA ITEM (ID # 2021-1727)

DOC ID: 2021-1727

Resolution No. 21 - 14, A Resolution Authorizing the Village to Use Hinsdale Bank & Trust / Wintrust to Receive Collections from Ambulance Billings (Finance Director Coyle)

Statement of the Issue:
The Village must open a bank account to receive ambulance collections.

Analysis:
With the shift to accommodate participation in the GEMT program, it is necessary for the Village to be the owner and holder of the bank account for ambulance collections. The attached resolution authorizes the Treasurer/Finance Director to open an account at Hinsdale Bank & Trust / Wintrust for ambulance collections. The Village will be the owner and controller of the account and the ambulance billing service company will have read-only access to the account.

Budget Impact:
None.

Action Requested:
Approve the attached resolution.

Attachments:
1. Resolution to Open an Ambulance Bank Account

Resolution No._____

A Resolution Authorizing the Village to Use Hinsdale Bank & Trust / Wintrust to Receive Collections from Ambulance Billings

WHEREAS, it is necessary for the Village to open a lockbox bank account to receive ambulance collections; and

WHEREAS, this Board deems it to be in the best economic and administrative interest of the Village for its Treasurer to make use of Hinsdale Bank & Trust / Wintrust to receive the collections;

NOW, THEREFORE, BET IT RESOLVED by the President and Board of Trustees of the Village of Glen Ellyn, DuPage County, Illinois:

Section Five: The Village may open a depository account and enter into wire transfer agreements, third party surety agreements, safekeeping agreements, collateral agreements, and lockbox agreements with Hinsdale Bank & Trust / Wintrust.

Section Six: The Treasurer or those acting on behalf of the Treasurer may execute documents and other applicable agreements, as necessary, with Hinsdale Bank & Trust/Wintrust. The following individuals, or their successors, currently holding the office or position are designated as "Authorized Officials" with full power and authority to effectuate the investment and withdrawal of monies, contracts, and agreements on behalf of the Village:

Name: Mark Franz Signature:_____

Name: Christina Coyle Signature:_____

Name: Patrick Brankin Signature:_____

Passed by the President and Board of Trustees of the Village of Glen Ellyn, Illinois, this _____ day of _____, 2021

Ayes		Mark Senak		Kelli Christiansen		Gary Fasules
		Anne Gould		Kelley Kalinich		Bill Payne
		Steve Thompson				
Nays		Mark Senak		Kelli Christiansen		Gary Fasules
		Anne Gould		Kelley Kalinich		Bill Payne
		Steve Thompson				
Absent		Mark Senak		Kelli Christiansen		Gary Fasules
		Anne Gould		Kelley Kalinich		Bill Payne
		Steve Thompson				

Approved by the Village President of the Village of Glen Ellyn, Illinois this _____ day of _____, 2021.

_____
Village President of the Village of Glen Ellyn, Illinois

Attest:

_____
Village Clerk of the Village of Glen Ellyn, Illinois

Glen Ellyn Village Board
535 Duane Street
Glen Ellyn, IL 60137

Meeting 12/13/2021 7:00 PM
Department: Public Works
Department Head: Dave Buckley
Category: Change Order
Prepared By: Tomasz Topor

AGENDA ITEM (ID # 2021-1702)

DOC ID: 2021-1702

Motion to Authorize the Village Manager to Execute Agreement Amendment No. 3 for CBD Streetscape and Utility Improvements Phase II Engineering Services with Civiltech Engineering, Inc in the amount of $329,734.48, to be expensed to the Capital Projects and Water & Sewer Funds

Statement of the Issue:

Introduction

Staff and the Engineering Consultant are requesting the Village Board's consideration of a third amendment to the agreement between the Village and Civiltech Engineering, Inc for the design of the Central Business District Streetscape and Utility Improvements Project. More specifically, this amendment would result in the addition of up to $329,734.48 professional services with a more specific breakdown described below.

Background

Staff and Consultants have made significant accomplishments in the past 12 months, which include:

- Adoption of the "Streetscape Ordinance" in March 2021 containing major decisions on materials, streetscape elements, roadway geometry, parking, trees, etc., with ample input from the community, CIC, and the Village Board.
- Identifying the overall phasing plan and project schedule.
- Completion of preliminary streetscape plans for all phases of the project.
- Completion of Prefinal Plans for Phase 1 of the project slated to be constructed in 2022.

However, these efforts resulted in additional tasks completed and identification of future out-of-scope items needed to complete the remaining design of the project. Public Works staff has been working through this significant design contract amendment and most recently presented it at the September 14th Capital Improvements Commission (CIC) meeting. Based on the constructive feedback and questions received at the CIC meeting, additional preparation was required to bring this item to the Village Board. Staff had follow-up discussions, reviewed the items again, and are ready to present the amendment at the December 13, 2021, Village Board Meeting.

Analysis:

Contract Summary and Prior Amendments

On September 23, 2019, the Village Board approved an agreement with Civiltech Engineering, Inc, of Itasca, Illinois for Phase II Engineering Services - Second Phase for the CBD Streetscape and Utility Improvement Project, in the not-to-exceed amount of $1,003,174. The original scope of the services was defined by the Consultant Services Contract agreement with a specific list of tasks and numbers of hours associated with each task for Civiltech and its sub consultants, mainly from RJN Group, MUSE Community + Design, and Huff and Huff, Inc.

On March 8, 2021, the Village Board approved Contract Amendment 1 for additional services performed beyond the scope of the original contract in the amount of $134,082.70, primarily addressing consultant efforts of adapting to various direction changes, prolonged streetscape materials decision making process, preliminary design for Pennsylvania Avenue Improvements, and adding new sections of watermain replacement to the scope of the design work.

Amendment 1 was intended to address the most immediate out-of-scope items, related to various direction changes. The list of out-of-scope items was presented in December 2020 and finalized at staff level in early January 2021. There were many factors still unknown when the draft list was provided; and, therefore, the initial amendment did not address any of the out-of-scope efforts to be expended in 2021. In the first quarter of 2021, the team was able to successfully complete the decisions on major components of the project. These efforts resulted in a significant increase in hours required to complete the tasks. At the same time, the overall project phasing plan was still being developed and additional efforts required to break up the project into phases were not accounted for.

Subsequently, Amendment 2 of the contract was approved on April 12, 2021, by the Village Manager for work associated with the creation of public outreach construction animation in the amount of $10,000.00. Accounting for the prior contract amendment, the total not-to-exceed contact amount has been revised to $1,147,256.70.

Contract Amendment No. 3 Justification

The largest contributing factor to the increase in cost of the project has been a change in the phasing of the project. Originally, it was scoped as 3 separate contracts (Utilities, Roadway/Streetscape, and Resurfacing). This sequencing has been changed to a 4-phased design and construction that would allow for completion of all underground and above ground improvements in one season for each phase of the project. Additionally, the project duration, originally scheduled to be completed from September 2019 – August 2020, has been extended. This was partially due to a complex and prolonged decision process on the project elements (geometrics/parking/streetscape materials) as well a 4-month pause when COVID started and streetscape design was put on hold to assess the potential financial impact of the pandemic as it related to the ornateness of the project. Prolonged decision making and revisiting previously looked at topics contributed to additional consultant prep and meeting time, option review time, exhibits and revisions. The above-mentioned efforts contributed to approximately 66% of the overall requested amendment amount. The remaining items are related to changes in the scope of the design, such as increased streetlight work (to include replacement of control cabinets, extensions to the streetlight systems, additional circuits for ground mounted outlets at each tree, and adding operational capability of photocell-controlled streetlights

and continuously-powered pole outlets). Added storm sewer improvements included a storm sewer extension on Duane St from the Civic Center to Main St and revisions to Main St storm sewer in anticipation of future retirement of storm sewer main under the tracks, as well as remaining design costs of the Pennsylvania Avenue Improvements. Additionally, the streetscape team expects close coordination with the Train Station project, resulting in additional consultant hours. The estimated costs of these items are summarized in Table 2, with more specific breakdown included as an attachment to the memorandum.

Table 1

Type of Work	**Number of Additional Hours**	**Estimated Amount**
Additional Project Phasing, Construction Contracts, and Supplemental Plan and Special Provisions	1200	$126,725.28
Streetscape Materials and Decision Process	396	$41,819.34
Additional Streetlight System Design	301	$31,786.92
Additional Design and Coordination with CBD Developments and Train Station Project	216	$22,810.55
Public Meeting, Coordination and Preparation	160	$16,896.70
Additional Revisions to Pennsylvania Ave Improvement Project	128	$13,517.36
Additional Utilities Design and Coordination	180	$19,008.79
Revisit Parking Options / Traffic Studies	80	$8,448.35
Future Construction Assistance and RFI's	40	$4,224.18
Traffic Analysis for Main and Crescent		$6,817.00
Total	**2701**	**$292,054.48**

The amendment request also includes additional services by sub consultants as summarized in Table 2. The total amount of amendment requested by RJN Group of $40,620 was reduced by $20,640.00, as staff did not find suitable justification for the totality of the request. Additionally, the amendment includes additional services by Muse ($15,025) for public engagement work and Huff & Huff, Inc. ($2,675) for additional CCDD soil certification work, both deemed warranted as originally presented.

Table 2

Sub Consultant and Type of Work	**Requested Amount**
RJN Group - Additional Utility Design (water main revisions, additional storm sewer on Duane St, and sanitary services)	$19,980
MUSE Community + Design - Future Maintenance of project website, additional content development, social media, and newsletter posts	$15,025
Huff & Huff, Inc. - Additional Soil Testing for CCDD	$2,675
Total	**$37,680**

Amendment No. 3 Cost Savings

The overall amount of the amendment initially requested was $439,315.24. Staff and Civiltech reviewed and discussed each out-of-scope work item. Additional documentation and justification for

each item were requested and provided. During the follow-up negotiations, Civiltech made several concessions from the original request. Civiltech has agreed to reduce the anticipated number of hours for future public meetings (-234 hours), not billing the Village for hours spent on project bi-weekly progress meetings (-200 hours), as staff felt that these should have been brought forth at an earlier time. Civiltech has also reduced the number of future progress meetings hours (-72 hours).

The consultant reduced the anticipated number of hours needed to create separate drawings sets for bidding each phase of the project (-400 hours), with the understanding that design plans for Phase 2 and Phase 3 of the project will be combined into one bid set. Additionally, this contract amendment request does not encompass additional hours needed to complete detailed design of Phase 4 of the project (Crescent Main/Park and Forest Crescent/Pennsylvania) as the exact scope and timeline of these improvements will depend on the progress and further coordination with the Train Station project. At the same time, staff identified additional design hours required for expanding the street lighting system (+net 111 hours), future construction assistance (+40 hours), survey and design of Crescent/Pennsylvanian alley west of Main St alley storm sewer replacement (+56 hours), and additional coordination with utilities on Hillside, design, permitting and meetings (+total 48 hours).

Most recently, based on Village Board direction, the additional traffic study at Main and Crescent was eliminated, resulting in a $9448.10 reduction for this item.

To minimize the amount of the change order, Civiltech has also reduced the direct labor multiplier from 2.4796 to 2.4001 (effectively reducing Civiltech's overhead rate from 116.56% to 109.62%), which resulted in a $11,131 decrease in anticipated contract costs.

In total, Civiltech trimmed 651 hours / $91,615.76 from their portion of the change order request. Including reductions from Civiltech and its subconsultant, the overall amount of amendment has been reduced by $109,580.76 from the original request for a revised total Amendment No. 3 request of $329,734.48.

Lastly, while engineering is never a set percentage of the estimated construction cost of a project, it is a good high-level gauge to check against. Staff does note that the construction cost of the project has substantially increased since its original inception due to the additional scope of utility, roadway, and streetscape work. Excluding construction engineering, the construction cost of the project is estimated to be approximately $23.9M. Including Phase I Engineering by Civiltech ($365,183) and Phase II Engineering by Civiltech including Amendment 3 ($1,476,991), the cost of the engineering design work for the project is less than 8% of the estimated construction cost for the project. Given not only the complexity of the project design but also the hefty public engagement and decision-making process, this is well within reason.

CIC Recommendation

Staff presented this topic to the Capital Improvements Commission at the September 14 meeting. In general, the CIC understood the need and justification for this amendment requested but no formal action was taken at the meeting. As a significant portion of the change order request was related to the decisions and revisiting of various topics, CIC felt that staff and Civiltech should have done a better job communicating out-of-scope items at the time that they were recognized. CIC also felt that tracking of out-of-scope work should be improved on the part of Civiltech. CIC wanted to highlight that the amount of requested amendment is subject to staying on a clearly defined course and schedule for completing the construction plans, and additional changes and revisiting of

decisions will result in additional costs.

Budget Impact:
Budget Impact
Sufficient funds are available for this amendment within the Capital Projects, Water, and Sanitary Sewer Funds with the recommended appropriations contained in the table below.

Project Item	Funding Source	Account No.	Amount
CBD Roadway Rehab and Streetscape	Capital Projects Fund	40000-580160-15006	$321,579.46
CBD Underground Improvements	Water Fund	50100-580100-16005	$3,707.79
CBD Underground Improvements	Sanitary Sewer Fund	50200-580100-16005	$4,447.23
		Total	$329,734.48

This Amendment will increase the Agreement from $1,147,256.70 to $1,476,991.18.

Strategic Initiatives
The project fulfills the following Village of Glen Ellyn 2020-2022 Strategic Plan priorities and initiatives:

DEVELOPMENT. c) Access and improve commercial district infrastructure to support business retention and growth by investing in streetscape improvements, wayfinding signage, and other beautification efforts. Complete the Streetscape Improvement Project (See Infrastructure Section)

INFRASTRUCTURE. b) Transit oriented downtown. Complete the downtown streetscape project including utilities, streets, sidewalks to improve pedestrian accessibility and parking and consider enhancing outdoor dining and special event space to spur future private investment.

Action Requested:
Staff recommends amending the Agreement between the Village and Civiltech Engineering for the CBD Streetscape and Utility Improvement Project Phase II Engineering in the amount of $329,734.48 for the aforementioned additional services. The recommended motion to be made by the Village Board of Trustees at the December 13, 2021 Village Board Meeting is as follows:

1. Motion to authorize the Village Manager to execute Agreement Amendment No. 3 to the design engineering services agreement with Civiltech Engineering, Inc. of Itasca, Illinois for the CBD Streetscape and Utility Improvement Project for additional Phase II Engineering Services in the amount of $329,734.48, resulting in a revised total not-to-exceed amount of $1,476,991.18

Attachments:
1. Contract Amendment 3 - Additional Scope Items

Central Business District (CBD) Streetscape and Utility Improvements Design Services (Second Phase)
Village of Glen Ellyn - Contract Amendment 3 Request

Additional Scope Items	Initial Amendment #3 Request (July 2021) Hours	Negotiated Amendment #3 Request (October 2021) Hours	Difference	Notes:
CIC Meetings and prep (1 additional attended, 4 more anticipated)	200	33	(167)	July 13, 2021 Meeting + Material Prep for 4 future packets
Aesthetic / Historic Research	24	24	-	
Material Research and Graphics	140	140	-	Brick Cross walks & carriage walks, stamped colored MMA research
Additional Graphics after initial narrowing down of options	50	50	-	Revisiting Material Selections, Festoon lighting, and updating Renderings
Downtown Alliance Meeting and prep (Feb 2020)	6	6	-	6/15/2021 Downtown Alliance additional meeting
Village Board Meeting and prep (1 additional attended, 4 more anticipated)	100	33	(67)	June 21, 2021 Meeting + Material Prep for 4 future packets
Mock Up Assistance - Expanded scope	24	24	-	Additional Hours (outreach event and follow-up questions)
Pennsylvania/ATM interim plan	128	128	-	228 hours were expended to accommodate unanticipated updates & revisions
Historic Plaque Layout and Coordination	16	16	-	Additional Hours (on-going, multiple revisions developed for plaque size and placement)
Revisit Parking Options	24	24	-	Additional Hours (produced graphics and comparisons for multiple sidewalk and parking configurations)
Parking Options for west end of Crescent	20	20	-	Additional Hours (on-going coordination with developer on North Side and Village Event Space on south side)
Village Comment - Crescent Lane Configuration - Traffic Study (Memo only)	12	12	-	Additional Hours (support for Police & Fire Memo)
Village Comment - Pennsylvania Lane Configuration - Traffic Study (Memo only)	12	12	-	Additional Hours (support for Police & Fire Memo)
Meeting Comments - Investigate Duane St midblock crossing	12	12	-	
Additional Design for extending Hillside Limit to Glenwood	60	60	-	4 Additional Plan Sheets, On-Going
Environmental Commission 1/26/2021	16	16	-	3 people x 2 hours + 10 hours Prep
Construction scheduling details and meetings	24	24	-	Multiple iterations of Phase I construction schedule & Concept Detours
Additional graphics for tree diversity	10	10	-	Updated the tree graphics
Different plan packaging	1600	1200	(400)	Supplemental PS&E hours (Amend 3 = Phase 2 & 3 combined into 1 contract, Phase 4 not incl. within this Amendment)
Crescent Plan Set and coordination with CDM Smith/Train	120	120	-	Anticipated Coordination with Train Station / CDM & IDOT involvement
Brick research and analysis	24	24	-	MMA & Brick crosswalk research
Additional tree species revisions	80	80	-	Significant coordination, research, meetings, and responses to review comments from staff & Forestry, Phasing of Planting, Nursery Tagging
Structural design of the seat wall to accommodate the utilities	60	60	-	Anticipated effort to accommodate utility conflicts with wall locations
Other utility coordination (like ATM AT&T)	48	48	-	Utility Coordination in segments versus single contract approach
Additional Apex design effort and coordination	24	24	-	Additional effort required to tie in the design at Main & Hillside
Hillside Sawtooth Revisions	8	8	-	Detailed grading was completed for 3 sawtooths, Concepts were then requested for 1 and then 2 , Detailed grading is needed for 2
~~Bi-Weekly Progress Meetings (previously completed)~~	200	0	(200)	22 Meetings x 4 people x 2 hours + Prep & Minutes
As Needed Progress Meetings (future allowance)	120	48	(72)	12 Meetings x 2 people x 2 hours + Prep & Minutes
Lighting - Intricate Controller layout required for 4 phases, Extensive pole selection	115	100	(15)	
Electrical - Tree Outlets for locations beyond Main and Crescent	75	75	-	
Additional Lighting Areas Identified		126	126	(Hillside west, Prairie Path, Civic Center, Crescent south side, Bollards at horse trough)
Construction Assistance		40	40	Assistance to Phase III engineer
Decorative Sign Post and Base Options		20	20	
Utility Coordination and Review for undergrounding of Hillside Utilities		16	16	Additional work needed to coordinate utility undergrounding and roadway improvements
Additional Metra Permitting for Phase 2 and 3		12	12	(Previously scoped as 1 project)
Storm sewer replacement for Main St alley		56	56	The need to rehabilitate the storm sewer was discovered in 2021. Combining with CBD SUI will lead the most economic approach to this work.
Total Hours	**3352**	**2701**	**(651)**	
	Fee = Total Hours*$44*2.48	**Fee = Total Hours*$44*2.4001**		
Fee	**$365,770.24**	**$285,237.48**	**($80,533)**	
Traffic Analysis for Main and Crescent				
Revised 7/6/21 Proposal with reduced overhead rate.	$17,900.00	$6,817.00	($11,083.00)	Includes fee for hours expanded prior to termination of the traffic study
Total Fee (Civiltech)	**$383,670.24**	**$292,054.48**	**($91,615.76)**	
Sub Consultants				
RJN				
See Attached (Design Additions & Revisions)	$40,620.00	$19,980.00	($20,640.00)	
Muse				
See Attached (Website Updates & Messaging)	$15,025.00	$15,025.00		
Huff & Huff				
See Attached (Updated CCD forms for Phases 2 & 3)		$2,675.00	$2,675.00	
Subtotal (Sub Consultants)	**$55,645.00**	**$37,680.00**	($17,965.00)	
TOTAL	**$439,315.24**	**$329,734.48**	($109,580.76)	

VILLAGE OF GLEN ELLYN
CBD Streetscape and Utility Improvements - Phase II
Additional Utility Engineering Services from 11-11-20 through 6-18-21

RJN Group, Inc.

Description	Total Cost
Utility Design - Additional Services	
Additional GIS Services for Utility Updates	$ 180
ERA Stormwater Study Related Items	$ 3,985
Rerouting Duane Street Storm Sewers	$ 3,475
Relocation of Main Street Watermain	$ 2,695
Revising APEX Services	$ 4,295
Revising storm drainage on Duane, Main and Hillside	$ 5,350
Subtotal	$ 19,980

MUSE
COMMUNITY + DESIGN

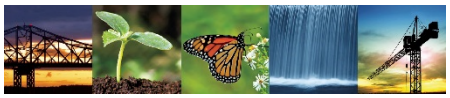
	Director $ 145	Associate $ 105
Website refresh		
Evaluate website intent	5	5
Move from sharing design and planning processes to informing the public on decisions made, construction plans, how to get around and 'open for business'		
Content development	20	40
Evaluate current pages and content. Make updates to refine and refresh information and add new information where necessary		
Content maintenance	5	10
Ongoing content maintenance for the life of the contract		
Look and feel refresh	5	5
Review and refresh graphics and look and feel		
Messaging		
Social Media	10	
Draft language re: construction updates, decisions made, open for business, and other messaging needs for the Village of Glen Ellyn to post on social media		
Newsletter Posts	10	
Create newsletter articles for the Village of Glen Ellyn and others to share about key decisions, construction updates and other information as needed		
Hours Total	55	60
Cost by Person	$ 7,975	$ 6,300
Estimated Expense (web development)		$ 750
Total		$ 15,025

Prepared by MUSE Community+ Design
Client: Civiltech
Project: Glen Ellyn Central Business District Streetscape and Utility Improvements Project
July 26, 2021

Huff & Huff incorporated
A Subsidiary of GZA

GEOTECHNICAL
ENVIRONMENTAL
ECOLOGICAL
WATER
CONSTRUCTION MANAGEMENT

915 Harger Road
Suite 330
Oak Brook, IL 60523
T: 630.684.9100
F: 630.684.9120
www.huffnhuff.com
www.gza.com



July 28, 2019 via email: KKalitowski@civiltechinc.com

Ms. Kristin R. Kalitowski, P.E.
Project Manager
Civiltech Engineering, Inc.
Two Pierce Place, Suite 1400
Itasca, IL 60143

Re: Supplemental Phase II Environmental Services: Central Business District Streetscape
Glen Ellyn, DuPage County, Illinois
Proposal No. 81.P013055.22

Dear Ms. Kalitowski:

Huff & Huff, Inc., a subsidiary of GZA, Inc. (GZA) is pleased to submit this proposal to Civiltech Engineering, Inc. (Client) to conduct Phase II Environmental Services for the Central Business District (CBD) Streetscape and Utility Improvements Project in Glen Ellyn (Owner). Specifically, GZA has been asked to provide services including completing an update to existing Clean Construction and Demolition Debris (CCDD) evaluation and certification for any uncontaminated construction material that will need to be disposed of off-site.

GZA previously completed a Preliminary Environmental Site Assessment (PESA), dated February 2019 and also a Preliminary Site Investigation (PSI), dated July-August 2021. A total of fifty-one (51) potentially impacted properties (PIPs) or sites with recognized environmental conditions (RECs) were identified in the PESA associated with the Project Area. Subsequently, a total of fifty-eight (58) soil borings were completed with laboratory analysis as art of the PSI/CCDD documentation.

We understand the project is multi-phased and components of the project may require updates to the CCDD documentation as the overall project progresses to ensure information is contemporary. Changes in the CCDD industry over time coupled with myriad facility-specific acceptance criteria often necessitate updates to previously completed documents.

This proposal presents our project approach, the scope of services, cost, and schedule for completing the project.

1. PROJECT BACKGROUND

We understand that the Village of Glen Ellyn plans to construct streetscape and utility improvements along the core CBD, generally bound by Anthony Street to the north, Western/Prospect Avenues to the west, Park Boulevard to the east, and Hillside Avenue to the south. The figure within the RFP is the basis for our understanding of the project corridor limits.

The Downtown Strategic Plan, which began in 2009, identified creation of economically-viable Downtown that is attractive to citizens and businesses as the main goal of any future

improvements in the CBD. Subsequently, the Village developed a Streetscape Plan & Parking Study which was adopted by the by the Village Board in 2013. The Streetscape Plan & Parking Study outlines most of the recommendations related to the streetscape improvements in the CBD, as well as general scope of work to be included in the streetscape plan. In addition, the Streetscape Plan provides specific recommendations for surficial treatment options for various locations in the CBD. These recommendations shall be used as a guide in plan preparation with final design to be approved the Village.

A recent assessment of the existing CBD surface infrastructure which included streets, sidewalks, and tree infrastructure emphasized the need to perform the basic roadway and sidewalk improvement. The planned streetscape improvements would be performed in conjunction the proposed work on street segments slated for either resurfacing or reconstruction.

In July of 2017, the Village has commenced an underground sanitary, storm, and water utility infrastructure for the CBD. The purpose of this assignment is to assess the condition of the utilities in the CBD with the final deliverable for the project being a report identifying repairs and improvements to the underground infrastructure in the CBD. It is expected that the anticipated design of the underground utility improvements will be based on the results of the underground utility study.

In concert with the RFP, the Village is in the process of retaining a Planning Consultant to update the Village's Comprehensive Plan. The update will focus on 3 subareas of the Village including the CBD. The CBD subarea update is anticipated to be completed by early 2019. The firm retained for the Streetscape and Utility Engineering assignment will be expected to incorporate the pertinent Comprehensive Plan updates into the Streetscape Project. More specifically, subjects that will be evaluated in the CBD as part of the Plan Update include on and off-street parking, development of the McChesney-Miller site located at northwest corner of Crescent and Glenwood, potential re-development of the Village's Crescent Boulevard parking lot, and incorporation of enhances and/or new public amenities.

We understand that some of the project will be processed as a Local Agency Functional Overlay (LAFO) through the Illinois department of transportation (IDOT). The improvements proposed for this project are included in the RFP and include the following categories: Pavement and Sidewalks; Water System; Sanitary Sewer System; Storm Sewer System; Street Light System; Parking Assessment; Additional Streetscape Components; Trees, Tree Planters, and Landscaping; and Signage.

2. SCOPE OF SERVICES

Task 1 – LPC-663 Form Documentation Update

This scope does not include additional analytical testing and it is unclear if additional testing may become required in the future to either address newly identified sites that did not have prior sampling completed in proximity, or to address a CCDD facility-specific requirement to have current laboratory results to consider for CCDD acceptance. If additional testing becomes necessary, GZA will coordinate with Client and a supplemental scope and fee can be provided. Similarly, if a revised PESA or PSI becomes necessary, GZA will coordinate with Client to provide the appropriate scope and fee needed to update the existing project documents.

Sub-Task A: Due Diligence

The due diligence for the current LPC-663 Form document included in the PSI, is based on the February 2019 PESA. It may become important to have contemporary research in support of the original PSI/CCDD sampling as described below. This task includes obtaining a new database to compare prior findings with current findings to identify new PIPs/RECs, a site visit to confirm the location of new findings and updating the previously completed LPC-663 documentation to ensure it is current. This scope does not include additional analytical testing and it is unclear if additional testing may become required in the future to either address newly identified sites that did not have prior sampling completed in proximity, or to address a CCDD facility-specific requirement to have current laboratory results to consider for CCDD acceptance.

Sub-Task B: LPC-663 Form Documentation

H&H will prepare the LPC-663 Form utilizing the previously completed PESA and PSI documents to serve as the due diligence and majority of the analytic al results in support of the LPC documentation. We will also add the newly obtained information from the new database and compare to the original database findings. The LPC-663 Form documentation will be provided to Client electronically and will also be provided to CCDD facilities for review and consideration of acceptance and a request to provide a pre-authorization letter for inclusion in the bidding documents.

Sub-Task C: Project Management and QAQC

This task includes time for general project management, coordination with project team members, internal QAQC of the deliverable document, and time to coordinate with Client and Thelen.

2. LEVEL OF EFFORT AND SCHEDULE

The fee for the currently proposed scope of services is included on the attached IDOT cost plus fixed fee (CPFF) worksheets. The CCDD work will commence within 5 business days of project approval, with a target completion date of four (4) weeks from the date of approval. If an expedited schedule is necessary, GZA will coordinate with Client to establish a schedule that is appropriate for the project needs.

CONDITIONS OF ENGAGEMENT

The conditions of engagement are described in the attached Terms and Conditions for Professional Services. GZA's report will be prepared on behalf of and for the exclusive use of Client. Client acknowledges and agrees that the report and the findings in the report shall not, in whole or in part, be disseminated or conveyed to any other party, or used or relied upon by any other party, in whole or in part, except for the specific purpose and to the specific parties alluded to above, without the written consent of GZA. GZA would be pleased to discuss the conditions associated with any additional dissemination, use, or reliance by other parties.

ACCEPTANCE

This agreement may be accepted by signing in the appropriate space below and returning one complete copy to GZA. Issuance of a Purchase Order implicitly acknowledges acceptance of this proposal. This proposal is valid for a period of 30 days from the date of issue. We appreciate the opportunity to submit this proposal. Please feel free to contact the undersigned at (630) 684-9100 with any questions.

Very truly yours,
Huff & Huff, Inc.

Jeremy J. Reynolds, P.G.
Associate Principal
Attachments: Terms and Conditions

This Proposal for Services, Schedule of Fees and Terms and Conditions for Professional Services are hereby accepted and executed by a duly authorized signatory, who by execution hereof, warrants that he/she has full authority to act for, in the name, and on behalf of _____.

By: _____ Title: _____

Printed/Typed Name: _____ Date: _____

The Proposal for Services, Schedule of Fees and Terms and Conditions for Professional Services may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by an e-mail delivery of a document in ".pdf" format, each such signature shall create a valid and binding obligation of the party executing the document, or on whose behalf each document is executed, with the same force and effect as if each such facsimile or ".pdf" signature were an original thereof.

TERMS AND CONDITIONS
FOR PROFESSIONAL SERVICES
Including Site Investigation, Remediation, Geotechnical, Construction, And Testing

© 2021 by GZA GeoEnvironmental, Inc.

These Terms and Conditions, together with GZA's Proposal, make up the Agreement between GZA and you, Client, named in the attached proposal.

BEFORE SIGNING THE PROPOSAL, BE SURE YOU READ AND UNDERSTAND THE PARAGRAPHS ENTITLED "INDEMNIFICATION" AND "LIMITATION OF REMEDIES" WHICH DEAL WITH THE ALLOCATION OF RISK BETWEEN YOU AND GZA.

1. Services. GZA will perform the services set forth in its Proposal and any amendments or change orders authorized by you. Any request or direction from you that would require extra work or additional time for performance or would result in an increase in GZA's costs will be the subject of a negotiated amendment or change order.

2. Standard of Care; Warranties.

a. GZA will perform the services with the degree of skill and care ordinarily exercised by qualified professionals performing the same type of services at the same time under similar conditions in the same or similar locality.

b. GZA warrants that its construction services will be of good quality, free of faults and defects and in conformance with the Proposal.

c. **EXCEPT AS SET FORTH IN SUBSECTIONS 2a AND 2b, ABOVE, NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING WARRANTY OF MARKETABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IS MADE OR INTENDED BY GZA'S PROPOSAL OR BY ANY OF GZA'S ORAL OR WRITTEN REPORTS.**

d. GZA assigns to you any manufacturers' warranties of equipment or materials purchased from others, to the extent they are assignable, and your sole recourse will be against the manufacturer. Full risk of loss of materials and equipment will pass to you upon delivery to the Site, and you will be responsible for insuring and otherwise protecting them against theft and damage.

3. Payment.

a. Except as otherwise stated in the Proposal, you will compensate GZA for the services at the rates set forth in the applicable Proposal, amendment or change order; reimburse its expenses, which will include a communication fee calculated as a percentage of labor invoiced; and pay any sales or similar taxes thereon.

b. Any retainer specified in GZA's Proposal shall be due prior to the start of services and will be applied to the final invoice for services.

c. GZA will submit invoices periodically, and payment will be due within 20 days from invoice date. Overdue payments will bear interest at 1½ percent per month or, if lower, the maximum lawful rate. GZA may terminate its services upon 10 days' written notice anytime your payment is overdue on this or any other project and you will pay for all services through termination, plus termination costs. You will reimburse GZA's costs of collecting overdue invoices, including reasonable attorneys' fees.

4. Your Responsibilities.

a. Except as otherwise agreed, you will secure the approvals, permits, licenses and consents necessary for performance of the services. If you are the owner or operator of the Site, you will provide GZA with all documents, plans, information concerning underground structures (including but not limited to utilities, conduits, pipes, and tanks), information related to hazardous materials or other environmental or geotechnical conditions at the Site and other information that may be pertinent to the services or, if you are not the owner or operator of the Site, you agree to make reasonable efforts to obtain these same documents and provide them to GZA. Unless otherwise indicated in writing, GZA will be entitled to rely on documents and information you provide.

b. If you use the services of a construction manager at the Site, you agree to use best and reasonable efforts to include in your agreement(s) with the construction contractor provisions obligating the latter:

(i) to indemnify and hold harmless, to the fullest extent permitted by law, you and GZA, its officers, employees and principals, for or on account of any claims, liabilities, costs and expenses, including attorneys' fees, arising out of or relating to the design or implementation of construction means, methods, procedures, techniques, and sequences of construction, including safety precautions or programs, of the contractor, or any of its subcontractors or any engineer engaged by it;

(ii) to name you and GZA as additional insureds under general liability and builder's risk insurance coverages maintained by the contractor, or any of its subcontractors; and

(iii) to require that all of its subcontractors agree and be bound to the obligations set forth in (i) and (ii) above.

c. In the event that you are unable to secure such provisions in the agreement(s) with the construction contractor, you shall promptly notify GZA and GZA shall have the opportunity to negotiate with you reasonable substitute risk allocation and insurance indemnities and protections.

5. Right of Entry; Site Restoration. You grant GZA and its subcontractor(s) permission to enter the Site to perform the services. If you do not own the Site, you represent and warrant that the owner has granted permission for GZA to enter the Site and perform the services; you will provide reasonable verification on request; and you will indemnify GZA for any claims by the Site owner related to alleged trespass by GZA or its subcontractors. GZA will exercise reasonable care to limit damage to landscaping, paving, systems and structures at the Site that may occur and you agree to compensate GZA for any restoration it is asked to perform, unless otherwise indicated in the Proposal.

6. Underground Facilities. GZA's only responsibility under this Section will be to provide proper notification to the applicable state utility "Call-Before-You-Dig" program. You further agree to assume responsibility for and to defend, indemnify and hold harmless GZA with respect to personal injury and property damages due to GZA's interference with subterranean structures including but not limited to utilities, conduits, pipes, and tanks:

(i) that are not correctly shown on any plans and information you or governmental authorities provide to GZA; or

(ii) that are not correctly marked by the appropriate utility.

7. Reliance. The services, information, and other data furnished by you shall be at your expense, and GZA may rely upon all information and data that you furnish, including the accuracy and completeness thereof. You acknowledge that the quality of the services provided by GZA is directly related to the accuracy and completeness of the information and data that you furnish to GZA**. GZA's REPORTS ARE PREPARED FOR AND MADE AVAILABLE FOR YOUR SOLE USE. YOU ACKNOWLEDGE AND AGREE THAT USE OF OR RELIANCE UPON THE REPORT OR THE FINDINGS IN THE REPORT BY ANY OTHER PARTY, OR FOR ANY OTHER PROJECT OR PURPOSE, SHALL BE AT YOUR OR SUCH OTHER PARTY'S SOLE RISK AND WITHOUT ANY LIABILITY TO GZA.**

8. Lab Tests and Samples. GZA is entitled to rely on the results of laboratory tests using generally accepted methodologies. GZA may dispose of samples in accordance with applicable laws 30 days after submitting test results to you unless you request in writing for them to be returned to you or to be held longer, in which case you will compensate GZA for storage and/or shipping beyond 30 days.

9. GZA Professionals. GZA employees or consultants may act as licensed, certified or registered professionals (including but not limited to Professional Engineers, Licensed Site or Environmental Professionals, or Certified Industrial Hygienists collectively referred to in this section as "GZA Professionals") whose duties may include the rendering of independent professional opinions. You acknowledge that a federal, state or local agency or other third party may audit the services of GZA or other contractor/consultant(s), which audit may require additional services, even though GZA and such GZA Professionals have each performed such services in accordance with the standard of care set forth herein. You agree to compensate GZA for all services performed in response to such an audit, or to meet additional requirements resulting from such an audit, at the rates set forth in the applicable Proposal, amendment or change order.

10. Hazardous Materials; GZA "Not a Generator". Before any hazardous or contaminated materials are removed from the Site, you will sign manifests naming you as the generator of the waste (or, if you are not the generator, you will arrange for the generator to sign). You will select the treatment or disposal facility to which any waste is taken. GZA will not be the generator or owner of, nor will it possess, take title to, or assume legal liability for any hazardous or contaminated materials at or removed from the Site. GZA will not have responsibility for or control of the Site or of operations or activities at the Site other than its own. GZA will not undertake, arrange for or control the handling, treatment, storage, removal, shipment, transportation or disposal of any hazardous or contaminated materials at or removed from the Site, other than any laboratory samples it collects or tests. You agree to defend, indemnify and hold GZA harmless for any costs or liability incurred by GZA in defense of or in payment for any legal actions in which it is alleged that GZA is the owner, generator, treater, storer or disposer of hazardous waste.

11. Limits on GZA's Responsibility. GZA will not be responsible for the acts or omissions of contractors or others at the Site, except for its own subcontractors and employees. GZA will not supervise, direct or assume control over or the authority to stop any contractor's work, nor shall GZA's professional activities nor the presence of GZA or its employees and subcontractors be construed to imply that GZA has authority over or responsibility for the means, methods, techniques, sequences or procedures of construction, for work site health or safety precautions or programs, or for any failure of contractors to comply with contracts, plans, specifications or laws. Any opinions by GZA of probable costs of labor, materials, equipment or services to be furnished by others are strictly estimates and are not a guarantee that actual costs will be consistent with the estimates.

12. Changed Conditions.

a. You recognize the uncertainties related to environmental and geotechnical services, which often require a phased or exploratory approach, with the need for additional services becoming apparent during the initial services. You also recognize that actual conditions encountered may vary significantly from those anticipated, that laws and regulations are subject to change, and that the requirements of regulatory authorities are often unpredictable.

b. If changed or unanticipated conditions or delays make additional services necessary or result in additional costs or time for performance, GZA will notify you and the parties will negotiate appropriate changes to the scope of services, compensation and schedule.

c. If no agreement can be reached, GZA will be entitled to terminate its services and to be equitably compensated for the services already performed. GZA will not be responsible for delays or failures to perform due to weather, labor disputes, intervention by or inability to get

approvals from public authorities, acts or omissions on your part, or any other causes beyond GZA's reasonable control, and you will compensate GZA for any resulting increase in its costs.

13. Documents and Information. All documents, data, calculations and work papers prepared or furnished by GZA are instruments of service and will remain GZA's property. Designs, reports, data and other work product delivered to you are for your use only, for the limited purposes disclosed to GZA. Any delayed use, use at another site, use on another project, or use by a third party will be at the user's sole risk, and without any liability to GZA. Any technology, methodology or technical information learned or developed by GZA will remain its property. Provided GZA is not in default under this Agreement, GZA's designs will not be used to complete this project by others, except by written agreement relating to use, liability and compensation.

14. Electronic Media. In accepting and utilizing any drawings, reports and data on any form of electronic media generated by GZA, you covenant and agree that all such electronic files are instruments of service of GZA, who shall be deemed the author and shall retain all common law, statutory law and other rights, including copyrights. In the event of a conflict between the signed documents prepared by GZA and electronic files, the signed documents shall govern. You agree not to reuse these electronic files, in whole or in part, for any purpose or project other than the project that is the subject of this Agreement. Any transfer of these electronic files to others or reuse or modifications to such files by you without the prior written consent of GZA will be at the user's sole risk and without any liability to GZA.

15. Confidentiality; Subpoenas. Information about this Agreement and GZA's services and information you provide to GZA regarding your business and the Site, other than information available to the public and information acquired from third parties, will be maintained in confidence and will not be disclosed to others without your consent, except as GZA reasonably believes is necessary: (a) to perform its services; (b) to comply with professional standards to protect public health, safety and the environment; and (c) to comply with laws and court orders. GZA will make reasonable efforts to give you prior notice of any disclosure under (b) or (c) above. Information available to the public and information acquired from third parties will not be considered confidential. You will reimburse GZA for responding to any subpoena or governmental inquiry or audit related to the services, at the rates set forth in the applicable Proposal, amendment or change order.

16. Insurance. During performance of the services, GZA will maintain workers compensation, commercial general liability, automobile liability, and professional liability/contractor's pollution liability insurance. GZA will furnish you certificates of such insurance on request.

17. Indemnification. You agree to hold harmless, indemnify, and defend GZA and its affiliates and subcontractors and their employees, officers, directors and agents (collectively referred to in this paragraph as "GZA") against all claims, suits, fines and penalties, including mandated cleanup costs and attorneys' fees and other costs of settlement and defense, which claims, suits, fines, penalties or costs arise out of or are related to this Agreement or the services, except to the extent they are caused by GZA's negligence or willful misconduct.

18. Limitation of Remedies.

a. To the fullest extent permitted by law and notwithstanding anything else in this Agreement to the contrary, the aggregate liability of GZA and its affiliates and subcontractors and their employees, officers, directors and agents (collectively referred to in this paragraph as "GZA") for all claims arising out of this Agreement or the services is limited to $50,000 or, if greater, 10% of the compensation received by GZA under this Agreement.

b. You may elect to increase the limit of liability by paying an additional fee, such fee to be negotiated prior to the execution of this Agreement.

c. Any claim will be deemed waived unless received by GZA within one year of substantial completion of the services.

d. GZA will not be liable for lost profits, loss of use of property, delays, or other special, indirect, incidental, consequential, punitive, exemplary, or multiple damages.

e. GZA will not be liable to you or the Site owner for injuries or deaths suffered by GZA's or its subcontractors' employees.

f. You will look solely to GZA for your remedy for any claim arising out of or relating to this Agreement, including any claim arising out of or relating to alleged negligence or errors or omissions of any GZA principal, officer, employee or agent.

19. Disputes.

a. All disputes between you and GZA shall be subject to non-binding mediation.

b. Either party may demand mediation by serving a written notice stating the essential nature of the dispute, the amount of time or money claimed, and requiring that the matter be mediated within forty-five (45) days of service of notice.

c. The mediation shall be administered by the American Arbitration Association in accordance with its most recent Construction Mediation Rules, or by such other person or organization as the parties may agree upon.

d. No action or suit may be commenced unless mediation has occurred but did not resolve the dispute, or unless a statute of limitation period would expire if suit were not filed prior to such forty-five (45) days after service of notice.

20. Miscellaneous.

a. Illinois law shall govern this Agreement.

b. The above terms and conditions regarding Limitation of Remedies and Indemnification shall survive the completion of the services under this Agreement and the termination of the contract for any cause.

c. Any amendment to these Terms and Conditions must be in writing and signed by both parties.

d. Having received these Terms and Conditions, your oral authorization to commence services, your actions, or your use of the Report or Work Product constitutes your acceptance of them.

e. This Agreement supersedes any contract terms, purchase orders or other documents issued by you.

f. Neither party may assign or transfer this Agreement or any rights or duties hereunder without the written consent of the other party.

g. Your failure or the failure of your successors or assigns to receive payment or reimbursement from any other party for any reason whatsoever shall not absolve you, your successors or assigns of any obligation to pay any sum to GZA under this agreement.

h. These Terms and Conditions shall govern over any inconsistent terms in GZA's Proposal.

i. The provisions of this Agreement are severable; if any provision is unenforceable it shall be appropriately limited and given effect to the extent it is enforceable.

j. The covenants and agreements contained in this Agreement shall apply to, inure to the benefit of and be binding upon the parties hereto and upon their respective successors and assigns.

PAYROLL ESCALATION TABLE
FIXED RAISES

FIRM NAME	**Huff & Huff, Inc. a sub of GZA**	**DATE**	**07/28/21**
PRIME/SUPPLEMENT	**Supplement**	**PTB-ITEM#**	**0**
Prepared By	**JJR**		

CONTRACT TERM	**24**	**MONTHS**	**OVERHEAD RATE**	**182.42%**
START DATE	**1/1/2022**		**COMPLEXITY FACTOR**	**0**
RAISE DATE	**3/1/2022**		**% OF RAISE**	**3%**
END DATE	12/31/2023			

ESCALATION PER YEAR

year	First date	Last date	Months	% of Contract
0	1/1/2022	3/1/2022	2	8.33%
1	3/2/2022	3/1/2023	12	51.50%
2	3/2/2023	1/1/2024	10	44.20%

The total escalation = 4.04%

PAYROLL RATES

FIRM NAME	**Huff & Huff, Inc. a sub of**	**DATE**	**07/28/21**
PRIME/SUPPLEMENT	**Supplement**		
PTB-ITEM #	**0**		

ESCALATION FACTOR **4.04%**

Note: Rates should be capped on the AVG 1 tab as necessary

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Associate Principal II	$69.10	$71.89
Associate Principal I	$62.14	$64.65
Senior Consultant	$69.25	$72.05
Senior Project Manager III	$61.88	$64.38
Senior Project Manager II	$50.21	$52.24
Senior Project Manager I	$43.74	$45.51
Senior Landscape Architect	$55.01	$57.23
Senior Planning PM	$51.85	$53.94
Senior Geologist PM	$51.62	$53.70
Senior Technical Specialist I	$62.60	$65.13
Senior Technical Specialist I	$50.43	$52.47
Senior Scientist PM II	$51.49	$53.57
Senior Technical Scientist	$48.82	$50.79
Scientist PM II	$46.53	$48.41
Assistant PM Scientist	$36.03	$37.48
Environmental Engineer PM	$41.52	$43.20
Geotechnical Engineer PM I	$39.19	$40.77
Architect PM	$45.19	$47.01
Assistant PM Engineer I	$38.89	$40.46
Engineer I	$29.90	$31.11
Scientist E1	$29.71	$30.91
Scientist E2	$25.64	$26.68
Technical Graphics Technic	$24.60	$25.59
Administrative Managers	$44.42	$46.21
Senior Administrative Assist	$31.22	$32.48
Lead Word Processor	$38.77	$40.34
Intern	$22.00	$22.89

Subconsultants

FIRM NAME Huff & Huff, Inc. a sub of GZA **DATE** 07/28/21
PRIME/SUPPLEMENT Supplement
PTB-ITEM # 0

NAME	Direct Labor Total	Contribution to Prime Consultant
Total	**0.00**	**0.00**

COST PLUS FIXED FEE
COST ESTIMATE OF CONSULTANT SERVICES

Bureau of Design and Environment
Prepared By: Consultant

FIRM Huff & Huff, Inc. a sub of GZA — **DATE** 07/28/21

PTB-ITEM # 0 — **OVERHEAD RATE** 182.42%

PRIME/SUPPLEMENT Supplement — **COMPLEXITY FACTOR** 0

DBE DROP BOX	ITEM	MANHOURS (A)	PAYROLL (B)	OVERHEAD & FRINGE BENF (C)	DIRECT COSTS (D)	FIXED FEE (E)	SERVICES BY OTHERS (G)	DBE TOTAL (H)	TOTAL (B-G)	% OF GRAND TOTAL
	Task 1: CCDD Update	19	691	1,261	467	256	0	-	2,675	100.00%
			-	-		-		-	-	
			-	-		-		-	-	
	Subconsultant DL					0			-	
	TOTALS	19	691	1,261	467	256	-	-	2,675	100.00%
			1,952							

DBE 0.00%

AVERAGE HOURLY PROJECT RATES

FIRM Huff & Huff, Inc. a sub of GZA
PTB-ITEM# 0
PRIME/SUPPLEMENT Supplement

DATE 07/28/21

SHEET 1 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Task 1: CCDD Update															
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Associate Principal II	71.89	1.0	5.26%	3.78	1	5.26%	3.78												
Associate Principal I	64.65	0.0																	
Senior Consultant	72.05	0.0																	
Senior Project Manager III	64.38	0.0																	
Senior Project Manager II	52.24	0.0																	
Senior Project Manager I	45.51	0.0																	
Senior Landscape Architect	57.23	0.0																	
Senior Planning PM	53.94	0.0																	
Senior Geologist PM	53.70	2.0	10.53%	5.65	2	10.53%	5.65												
Senior Technical Specialist II	65.13	0.0																	
Senior Technical Specialist I	52.47	0.0																	
Senior Scientist PM II	53.57	0.0																	
Senior Technical Scientist	50.79	0.0																	
Scientist PM II	48.41	0.0																	
Assistant PM Scientist	37.48	4.0	21.05%	7.89	4	21.05%	7.89												
Environmental Engineer PM I	43.20	0.0																	
Geotechnical Engineer PM I	40.77	0.0																	
Architect PM	47.01	0.0																	
Assistant PM Engineer I	40.46	0.0																	
Engineer I	31.11	10.0	52.63%	16.37	10	52.63%	16.37												
Scientist E1	30.91	0.0																	
Scientist E2	26.68	0.0																	
Technical Graphics Technician	25.59	2.0	10.53%	2.69	2	10.53%	2.69												
Administrative Managers	46.21	0.0																	
Senior Administrative Assistant	32.48	0.0																	
Lead Word Processor	40.34	0.0																	
Intern	22.89	0.0																	
TOTALS		19.0	100%	$36.39	19.0	100.00%	$36.39	0.0	0%	$0.00	0.0	0%	$0.00	0.0	0%	$0.00	0.0	0%	$0.00

HUFF & HUFF, INC.
SUMMARY OF DIRECT COSTS
Project: Civiltech CBD CCDD Update

								DIRECT
Task 1 - CCDD Update Due Dilgience and Documentation								
Trips	30 miles	x	1	x	$ 0.56	=	$	16.80
Datbase Order	1 ea	x	1	x	$ 450.00	=	$	450.00
					Task Total		**$**	**466.80**

GRAND TOTAL	**$**	**466.80**

F:\Proposal-FY2022\Civiltech\Glen Ellyn\[81.P013055.22 Civiltech GBD CCDD Update.xls]Direct Costs

HUFF & HUFF, INC.
SUMMARY OF SERVICES BY OTHERS

Project: Civiltech CBD CCDD Update

		OUTSIDE
Task 1 - CCDD Update Due Dilgience and Documentation		
Task Total	**$**	**-**
GRAND TOTAL	**$**	**-**

F:\Proposal-FY2022\Civiltech\Glen Ellyn\[81.P013055.22 Civiltech CBD CCDD Update BDE 3608 CECS.xlsm]AVG 1

Glen Ellyn Village Board
535 Duane Street
Glen Ellyn, IL 60137

Meeting 12/13/2021 7:00 PM
Department: Administration
Department Head:
Category: Ordinance
Prepared By:

AGENDA ITEM (ID # 2021-1741)

DOC ID: 2021-1741

Motion to approve Ordinance No. 6927, An Ordinance Approving a Third Amendment to the Redevelopment Agreement and a First Amendment to the License Agreement for Public Parking Area, Between the Village of Glen Ellyn and GSP Development, LLC Concerning 400 & 418 - 424 N. Main Street

Statement of the Issue:
The Village is being asked to consider an amendment to the Redevelopment Agreement and License Agreement with GSP in regards to the Apex development and public parking.

Analysis:
Background
On January 28, 2019, the Village passed Ordinance No. 6671 approving a Redevelopment Agreement ("Redevelopment Agreement") with GSP to develop a Village owned-property commonly known as 418 – 424 N. Main Street and an adjacent property owned by GSP, 400 N. Main Street (the "Giesche Property") for a mixed-use development, subsequently amended by Ordinance 6778 on April 13, 2020, to account for certain environmental remediation actions. On July 26, 2021, the Village passed Ordinance No. 6891 approving (a) the Second Amendment to the Agreement adjusting the delivery date of the Public Parking Area, modifying the Development's Construction Schedule, and addressing certain costs associated with the Development; and approved a License Agreement for Public Parking Area including the terms and conditions applicable to the Village's use of the Public Parking Area before the Development's Substantial Completion. On or about August 2, 2021, the Developer delivered to the Village that portion of the Public Parking Area that has been utilized since that time for public parking. The Second Amendment obligated the Developer to deliver to the Village the balance of the Public Parking Area by January 1, 2022. However, the Developer has experienced construction delays and additional time is required to complete the development and deliver the additional Public Parking Area for use by the Village in accordance with the Agreement, as amended. The developer is not able to provide all the public parking as was agreed to because of logistic issues with deliveries, staging, etc until the project is complete. The attached letter from the Missner Group, the General Contractor for GSP, provides the rationale for their request to amend the agreement through a Third Amendment. Lastly, the overall schedule has been shifted from late February 2022 to July 1, 2022.

Third Amendment to the RDA and License Agreement
The Village Board is being asked to consider the Third Amendment to the Redevelopment

Agreement (RDA) which includes an amended License Agreement that allows the Village to utilize additional public parking as of April 1. The rest of the public parking lot (entire first floor) will be turned over to the Village by July 1, when the project is complete. The reasons for the delay indicated in their letter include labor shortages, supply chain delays, weather, and delays in the Village providing final streetscape design information. (See new construction schedule, Exhibit 3, in the RDA.) The Village is responsible for some delay with the final design of the streetscape and did request that the Developer hold off on completing the sidewalk replacement in front of the pedestrian access on Main St. until after the holidays. All other delays are the responsibility of the Developer.

These delays will have an impact on the Village and downtown businesses. Less public parking availability, potential interference with Phase I of the streetscape project, which is set to begin at the end of February, and a negative financial impact are direct results of this delay. Staff has attempted to mitigate these impacts as much as is feasible, by requiring pedestrian access to Main Street as long as possible (except January 2-February 15, it may be closed), providing vehicular access from Hillside beginning on April 1, at the latest, and staff continues to work closely with the contractor to coordinate different aspects of this project and promote a good working relationship when the streetscape project begins and overlaps.

Overall, this delay would impact when the property leases up, when the property is fully taxed, and could impact TIF revenues. Specifically, a 4-month delay would reduce the final year of the TIF increment revenue anticipated to be received by the Village by approximately $175K, since the last payment to the Village is estimated to be $520,902. (4/12 of that is $173,333) The Village stands to lose additional incidental revenue in terms of new resident sales tax and food and beverage tax, but this is difficult to estimate. The Developer will likely not see any reduction to their incentives, based on how the RDA is structured. The Developer has a total maximum incentive of $1,460,000, paid in annual increments based on the incremental property taxes the project generates. In addition, they are not allowed to receive more than $240,000 annually. Therefore, they will likely receive their full incentive by year 6 or 7, so the delay does not impact their incentive. However, the delay does impact their profitability, as "time is money", creating a built-in incentive to get this project completed as soon as possible.

The amendment also includes a License Agreement that sets forth certain conditions to allow the Village to utilize this private property on a temporary basis for public parking. (The Village has a similar arrangement in the McChesney Parking Lot.) Some of the key terms in this agreement include liability provisions, restricting overnight parking, signage and accessibility. Minor changes have been made to incorporate the revised schedule and parking modifications.

Budget Impact:
See above.

Action Requested:
Staff is requesting the Village Board consider the Third Amendment to the RDA including the License Agreement.

Attachments:
1. 2021.12.07 - Apex 400 - Project Delay Letter - R2

2. Ordinance - Third Amendment to Apex RDA
3. Third Amendment Apex 400-Final-2021-12-10

THE MISSNER GROUP
Construction Development Acquisition

December 7th, 2021

Mark Franz
Village Of Glen Ellyn
535 Duane Street
Glen Ellyn, IL 60137

VIA – Email

Re: Apex 400 - 400 N. Main - Glen Ellyn, IL - 60018
Apex 400 – Project Delay Letter

Per meetings with GSP Development and The Village of Glen Ellyn, The Missner Group is being requested to provide documentation of why there have been delays to the overall project schedule. It is widely known that we are currently in the midst of a global pandemic which has caused many disruptions. Due to these disruptions which include labor shortages, Covid Protocols and most importantly supply chain disruptions. Additionally, above and beyond pandemic obstacles, we have encountered site specific project delays.

Below is a brief summary of obstacles that were encountered and have caused multiple delays to The Apex 400 project; which has pushed the overall schedule back.

Design Changes

- **Streetscape Drawings** – TMG and GSP Development have been waiting on The Village of Glen Ellyn to finalize the streetscape changes; which includes pavers, granite curbs, landscaping, and electrical components. This has been ongoing since May of 2021. TMG and its subcontractors cannot price or begin construction until documents and agreements between GSP and The Village of Glen Ellyn are finalized.

Labor Shortages

- **COVID** – Due to personnel issues with individuals getting sick, there has been an extreme shortage of labor to complete work on time. Spacing requirements had a detrimental effect on the overall schedule as well. Tradesmen were unable to work next to each other without having a mask on.

Material Supply Chain

- **Metal Drywall Studs and Miscellaneous Metals** – Typically, metal studs can be sourced in 3 days. These lead-times have jumped to over 6 weeks. The same idea applies to the metal balconies. Typically, the materials for the balconies can be procured within a couple of weeks. This jumped up to over 8 weeks.

- **Structural Steel and Metals** – Significant lead times (months) and drastic cost increases have led to a decelerated project schedule and timeline.

1700 West Higgins Road, Suite 400, Des Plaines, IL 60018 • Tel: 847.675.8877 •
Fax: 847.675.8890 website: www.missnergroup.com

- **Exterior Doors and Windows** – Due to supply chain shortages on hardware, our door/window suppliers have not able to send doors to the site. This consequently caused delays for installing drywall, insulation, and other miscellaneous rough finish work.

- **Drywall** – Suppliers have specific quantities that are allocated to each vendor. This caused the need to source materials from different suppliers. Even though these materials are of the same makeup, they have different UL assemblies that are proprietary to each brand. The UL assemblies that are on the permit documents slightly varied from what we proposed in the field/project. Therefore, the drawings had to be updated by the project architect and resubmitted to the Village for approval. Drywall was stopped until the drawings matched the product. This needed to be done to suffice The Village inspectors.

- **Tubs** – The Tubs were stuck on a shipping container for (4) months, which caused a delay to installing the drywall, delays to roughing in the tubs, and delays to insulation installation. We even explored alternate products but came to the same conclusion. The conclusion we came to was that we had to keep the sourced tubs because the interior partition walls were already built to accommodate the size of the tubs.

Village Permits

- **HVAC RTU Permit** – Due to local ordinances (height restrictions); The Missner Group and it's subcontractors were unable to install the RTU's on the 5th floor roof. This cause delays to the overall HVAC installation schedule.

Weather

- As you know, many construction activities are weather dependent. Over the past months, we have experienced multiple delays caused by rain, wind, and winter conditions. All of the previously mentioned weather conditions have caused substantial delays as work could not be performed in a safe manner.

Sincerely,

Bob Papineau
Sr. Project Manager
THE MISSNER GROUP

1700 West Higgins Road, Suite 400, Des Plaines, IL 60018 • Tel: 847.675.8877 •
Fax: 847.675.8890 website: www.missnergroup.com

Village of Glen Ellyn

Ordinance No. _____

An Ordinance Approving a Third Amendment to the Redevelopment Agreement and a First Amendment to the License Agreement for Public Parking Area, Between the Village of Glen Ellyn and GSP Development, LLC Concerning 400 & 418- 424 N. Main Street

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Adopted by the
President and the Board of Trustees
of the Village of Glen Ellyn
DuPage County, Illinois
This_____Day of_____, 20__.

Published in pamphlet form by the authority of the President and Board of Trustees of the Village of Glen Ellyn, DuPage County, Illinois, this_____day of_____, 20____.

PREPARED BY AND MAIL TO:
VILLAGE OF GLEN ELLYN
ATTN: VILLAGE CLERK
535 DUANE STREET
GLEN ELLYN, IL 60137

Ordinance No. _____

An Ordinance Approving a Third Amendment to the Redevelopment Agreement and a First Amendment to the License Agreement for Public Parking Area, Between the Village of Glen Ellyn and GSP Development, LLC Concerning 400 & 418- 424 N. Main Street

Whereas, the Village of Glen Ellyn ("Village") is an Illinois municipal corporation with a population of more than 25,000 people, and is therefore a home rule unit of local government pursuant to the State of Illinois Constitution of 1970 ("Constitution") and the Illinois Municipal Code (65 ILCS 5/1-1-1, *et seq.*) ("Code"); and

Whereas, GSP Development, LLC ("GSP") is an Illinois limited liability company with offices located at 55 E. Monroe Street, Suite 3950, Chicago, Illinois; and

Whereas, the Constitution (Art. VII, Sec. 6(a)) provides that a home rule municipality may exercise any power and perform any function pertaining to its government affairs, including, without limitation, the power to enter into contracts, including redevelopment agreements, for the benefit of the public health and welfare, including the power amend timelines negotiated in existing agreements; and

Whereas, the Constitution (Art. VII, Sec. 10; Art VIII) authorizes the Village to enter agreements with individuals and use public funds for public purposes, and to amend those agreements as deemed necessary; and

Whereas, on January 28, 2019, the Village passed Ordinance No. 6671 approving a Redevelopment Agreement ("Redevelopment Agreement") with GSP to develop a Village owned-property commonly known as 418 – 424 N. Main Street ("Village Property") and an adjacent property owned by GSP, 400 N. Main Street (the "Giesche Property") (collectively, the Giesche Property and the Village Property are the "Subject Property"), with a mixed use development, subsequently amended by Ordinance 6778 on April 13, 2020, to account for certain environmental conditions; and

Whereas, on July 26, 2021, the Village passed Ordinance No. 6891 approving (a) the Second Amendment to the Agreement ("Second Amendment") adjusting the delivery date of the Public Parking Area, modifying the Development's Construction Schedule, and addressing certain costs associated with the Development; and (b) a License Agreement for Public Parking Area ("License Agreement") establishing the terms and conditions applicable to the Village's use of the Public Parking Area before the Development's

Whereas, the Second Amendment obligated the Developer to deliver to the Village the balance of the Public Parking Area by January 1, 2022; however, the Developer has experienced construction delays and additional time is required to complete the Development and deliver the Public Parking Area for use by the Village in accordance with the Agreement, as amended

Whereas, GSP and the Village agree that an extension to April 1, 2022, to deliver to the Village in a condition sufficient to receive a temporary certificate of occupancy in accordance with the Village Code and no fewer than an additional 40 parking spaces in the Public Parking Area and access from Hillside to the Public Parking Area and to deliver to the Village in a condition sufficient to receive a temporary certificate of occupancy in accordance with the Village Code, and no fewer than an additional 40 parking spaces in the Public Parking Area and access from Hillside in the area the Village for public use is reasonable; and

Whereas, the Village Board has determined that is in the best interest of the Village and public to ensure that the Developer be given adequate time to construct a code compliant, safe and adequate structure, and be allowed to temporarily remove the pedestrian access from Main St., no earlier than January 2, 2022, to complete the replacement of the adjacent sidewalk, and by no later than February 15, 2022, dependent on extreme weather conditions, the Developer shall (a) complete all improvements necessary to restore pedestrian access between the Subject Property and Main Street parking, for the benefit of businesses and customers in the downtown area of Glen Ellyn, and to extend the time for delivery of the Public Parking Area back to the Village until August 2, 2021, in accordance with the terms of the Third Amendment to Redevelopment Agreement, a copy of which is attached hereto as Exhibit A;

Whereas, the Village President and Trustees have exercised their legislative judgment and determined that the Third Amendment to Redevelopment Agreement is consistent with the goals and

objectives contained in the Village's TIF Ordinances, the Glen Ellyn Municipal Code, and the 2009 Downtown Strategic Plan, and the 2013 Downtown Streetscape & Parking Study; that the Third Amendment to Redevelopment Agreement serves a valid public purpose; and that approving the Third Amendment to Redevelopment Agreement will promote the public health, safety, and welfare.

Now, therefore, be it ordained by the President and Board of Trustees of the Village of Glen Ellyn, DuPage County, Illinois, in exercise of its home rule powers, as follows:

Section One: Recitals. The foregoing recitals are incorporated as though fully set forth herein.

Section Two: Third Amendment to Redevelopment Agreement and First Amendment to License Agreement for Public Parking Area Approved. The Village's Corporate Authorities approve the Third Amendment to Redevelopment Agreement and a First Amendment to the License Agreement for Public Parking Area, attached as Exhibit A, and the President and Village Clerk are authorized and directed to execute the Third Amendment to Redevelopment Agreement and First Amendment to the License Agreement for Public Parking Area, on the Village's behalf.

Section Three: Recording and Authority. The Village Clerk is authorized and directed to record this Ordinance and the Third Amendment a to Redevelopment Agreement and a First Amendment to the License Agreement for Public Parking Area, against the Subject Property with the DuPage County Recorder, and the Village Manager is: a) authorized and directed to take all steps necessary to implement the terms of the Third Amendment to the Redevelopment Agreement and the First Amendment to the License Agreement for Public Parking Area; and b) authorized to make minor, non-substantive revisions to the Third Amendment to Redevelopment Agreement and the First Amendment to the License Agreement for Public Parking Area,.

Section Four: Superseder. In the event a conflict exists between the terms of this Ordinance and any other ordinance or resolution of the Village, the terms of this Ordinance shall govern.

Section Five: Severability. If any part, subsection, or clause of this Ordinance shall be deemed to be unconstitutional or otherwise invalid, the remaining sections, subsections, and clauses shall not be affected thereby.

Section Six: Effective Date. This Ordinance shall be in full force and effect from and after

its passage and publication in pamphlet form, in accordance with law.

Passed by the President and Board of Trustees of the Village of Glen Ellyn, Illinois this_____day of

_____.

Ayes		Mark Senak		Steve Thompson		Bill Payne
		Kelley Kalinich		Anne Gould		Gary Fasules
		Kelli Christiansen				
Nays		Mark Senak		Steve Thompson		Bill Payne
		Kelley Kalinich		Anne Gould		Gary Fasules
		Kelli Christiansen				
Absent		Mark Senak		Steve Thompson		Bill Payne
		Kelley Kalinich		Anne Gould		Gary Fasules
		Kelli Christiansen				

Approved by the Village President of the Village of Glen Ellyn, Illinois this____day of _____.

_____

Village President

Attest:

_____

Village Clerk

AFFIX VILLAGE SEAL

(Published in pamphlet form and posted on the_____day of_, 20___.)

RETURN AFTER RECORDING:

Village Clerk
Village of Glen Ellyn
535 Duane Street
Glen Ellyn, IL 60137

THIS DOCUMENT PREPARED BY:

Gregory W. Jones, Esq.
Ancel Glink, P.C.
140 S. Dearborn Street
Sixth Floor
Chicago, IL 60603

Above Space for Recorder's Use Only

THIRD AMENDMENT TO REDEVELOPMENT AGREEMENT AND FIRST AMENDMENT TO THE LICENSE AGREEMENT FOR PUBLIC PARKING AREA

BETWEEN

VILLAGE OF GLEN ELLYN

AND

APEX 400 LLC

(APEX 400 – 400, 410, 418, AND 424 N. MAIN STREET)

THIRD AMENDMENT TO REDEVELOPMENT AGREEMENT AND FIRST AMENDMENT TO LICENSE AGREEMENT FOR PUBLIC PARKING AREA

THIS THIRD AMENDMENT TO REDEVELOPMENT AGREEMENT AND FIRST AMENDMENT TO LICENSE AGREEMENT FOR PUBLIC PARKING AREA ("***Third Amendment***") is dated as of December _____, 2021 ("***Third Amendment Effective Date***") by and between the **VILLAGE OF GLEN ELLYN**, an Illinois municipal corporation and home rule unit of local government with offices located at 535 Duane Street, Glen Ellyn, Illinois ("***Village***"), and **APEX 400 LLC**, a Delaware limited liability company with offices located at 1111 E. Touhy Avenue, #230, Des Plaines, Illinois ("***Developer***") and successor in interest to GSP Development, LLC (collectively, Developer and Village are the "***Parties***").

RECITALS

A. On January 28, 2019, the Village passed Ordinance No. 6671 approving a Redevelopment Agreement between the Village and the GSP Development LLC ("***Agreement***") relating to the property commonly known as 400, 410, 418 and 424 Main Street in Glen Ellyn, Illinois ("***Subject Property***"), which is more specifically described in the Agreement.

B. On April 13, 2020, the Village passed Ordinance No. 6778 approving the First Amendment to the Agreement ("***First Amendment***") to account for certain environmental conditions located on the Subject Property.

C. On July 26, 2021, the Village passed Ordinance No. 6891 approving (a) the Second Amendment to the Agreement ("***Second Amendment***") adjusting the delivery date of the Public Parking Area, modifying the Development's Construction Schedule, and addressing certain costs associated with the Development; and (b) a License Agreement for Public Parking Area ("***License Agreement***") establishing the terms and conditions applicable to the Village's use of the Public Parking Area before the Development's Substantial Completion.

D. On or about August 2, 2021, the Developer delivered to the Village that portion of the Public Parking Area identified Exhibit 1.

E. The Second Amendment obligated the Developer to deliver to the Village the balance of the Public Parking Area by January 1, 2022; however, the Developer has experienced construction delays and additional time is required to complete the Development and deliver the Public Parking Area for use by the Village in accordance with the Agreement, as amended.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency are hereby acknowledged, the Parties agree as follows:

1. Recitals Incorporated. The foregoing recitals and all exhibits attached to this Third Amendment are incorporated as though fully set forth in this Section 1.

2. Capitalized Terms; Conflict. Any capitalized term used herein, but not defined herein, shall have the meaning given to such term in the Agreement, or in the case of undefined

capitalized terms utilized in Sections 5 and 6, the meaning given to such term(s) in the License Agreement. In the event of any conflict between the terms and conditions hereof and those set forth in the Agreement, the First Amendment, or the Second Amendment, the terms and conditions of this Third Amendment shall control.

3. Agreement Amended. Agreement Section 5(K)(2) is amended to provide the Developer until April 1, 2022 to deliver to the Village in a condition sufficient to receive a temporary certificate of occupancy in accordance with the Village Code no fewer than an additional 40 parking spaces in the Public Parking Area and access from Hillside in the area depicted in Exhibit 2. The Developer shall deliver to the Village the balance of the Public Parking Area in a condition sufficient to receive a temporary certificate of occupancy in accordance with the Village Code by no later than July 1, 2022. The Village's use of the Public Parking Area shall comply with the License Agreement, as amended by Sections 5 and 6 below.

4. Construction Schedule Amended. Agreement Exhibit I ("***Construction Schedule***") is removed and replaced with Exhibit 3 to this Third Amendment. In addition, Developer is allowed to temporarily remove the pedestrian access from Main St. no earlier than January 2, 2022 to complete the replacement of the sidewalk as depicted in Exhibit 4. By no later than February 15, 2022, dependent on extreme weather conditions, the Developer shall (a) complete all improvements necessary to restore pedestrian access between the Subject Property and Main Street as depicted in Exhibit 5, including, without limitation, all improvements located within the Main Street right of way and on the Subject Property; and (b) obtain the Village's inspection and approval of the same. Developer has the right, subject to the Village's advance approval of a pedestrian traffic control plan, to temporarily close portions of the Main Street sidewalk adjacent to the Subject Property and Public Parking Areas to complete construction related activities. No closure shall last more than 7 consecutive days.

5. License Agreement Amended. Pursuant to and in accordance with License Agreement Section 11, the License Agreement is amended as follows (additions underlined and deletions ~~struck through~~):

RECITALS:

* * *

C. The RDA requires the Owner to deliver to the Village the Public Parking Area in accordance with the RDA's terms~~(1) that portion of the Public Parking Area depicted on ***Exhibit B*** by no later than August 1, 2021; and (2) the balance of the Public Parking Area by no later than January 1, 2022~~.

* * *

Section 2: Grant of License for Public Parking Area. The Owner hereby grants, to the Village and, subject to such rules the Village may establish from time-to-time, the general public, an exclusive license ("***License***") to use a portion of

the Public Parking Area and adjacent driveways and pedestrian ways in the approximate locations as set forth on ***Exhibit C*** ("***Licensed Premises***") for purposes authorized by the RDA, including, without limitation, parking passenger automobiles, ("***Permitted Use***"), subject to the terms and conditions herein set forth, including those found in Section 3, upon, over, through, along, and across the Licensed Premises, together with all reasonable rights of access, ingress, and egress over, along, upon, and across the Licensed Premises necessary for the exercise of the rights herein granted. For the time period beginning on the Effective Date and ending on March 31, 2022~~ December 31, 2021~~, the Licensed Premises shall be that portion of the Public Parking Area depicted in ***Exhibit B***. For the time period beginning on April 1, 2022~~ January 1, 2022~~ and ending upon the date the Village acquires title to and ownership of the Public Parking Area in accordance with the RDA's terms, the Public Parking Area shall be that portion of the Public Parking Area depicted in ***Exhibit B1~~Exhibit C~~***. **(New Exhibit)**

Section 3: Conditions.

A. No Overnight Parking. Pedestrian vehicles shall not be parked on the Licensed Premises between the hours of 2:00 a.m. and 6:00 a.m. daily, absent the Owner's prior written approval.

6. New Exhibit to License Agreement. Exhibit 2 attached to this Third Amendment is hereby inserted as Exhibit B1 to the License Agreement.

7. Authority to Execute. The Village hereby warrants and represents to the Developer that the Persons executing this Third Amendment on its behalf have been properly authorized to do so by the Corporate Authorities. The Developer hereby warrants and represents to the Village that it has the full and complete right, power, and authority to enter into this Third Amendment and to agree to the terms, provisions, and conditions set forth in this Third Amendment and to bind the Subject Property as set forth in this Third Amendment, that all legal actions needed to authorize the execution, delivery, and performance of this Third Amendment have been taken, and that neither the execution of this Third Amendment nor the performance of the obligations assumed by the Developer will (a) result in a breach or default under any agreement to which the Developer is a party or to which it or the Subject Property is bound or (b) violate any statute, law, restriction, court order, or agreement to which the Developer or the Subject Property are subject.

8. Miscellaneous. This Third Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of Village and Developer. The terms and provisions of the Agreement and License Agreement not specifically modified by this Third Amendment shall remain in full force and effect and shall not be construed to have been modified, waived, discharged, or otherwise altered by this Third Amendment. The terms and provisions of the Agreement and the License Agreement are incorporated herein by reference as if fully stated herein. This Third Amendment may be executed in several counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. This Third Amendment may be executed via e-mail or facsimile transmission and all PDF (or similar electronic

format) or facsimile signatures shall be deemed originals for all purposes. The Village shall record this Third Amendment against the Subject Property in the office of the DuPage County Recorder.

[Signature page follows]

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed on the date first above written.

APEX 400 LLC, a Delaware limited liability company

By:_____
Its:_____

ATTEST:

VILLAGE OF GLEN ELLYN, an Illinois municipal corporation

_____
Caren Cosby, Village Clerk

_____
Mark Senak, Village President

ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF DUPAGE)

This instrument was acknowledged before me on December ____, 2021, by **MARK SENAK**, the President of the **VILLAGE OF GLEN ELLYN**, an Illinois municipal corporation, and by **CAREN COSBY**, the Village Clerk of said municipal corporation.

_____
Signature of Notary

SEAL

My Commission expires:

_____

STATE OF ILLINOIS)
) SS.
COUNTY OF_____)

The foregoing instrument was acknowledged before me on December ____, 2021, by Lawrence Debb the manager of **APEX 400 LLC**, a Delaware limited liability company, as his free and voluntary act in his capacities as manager of said company for the uses and purposes herein.

_____
Signature of Notary

SEAL

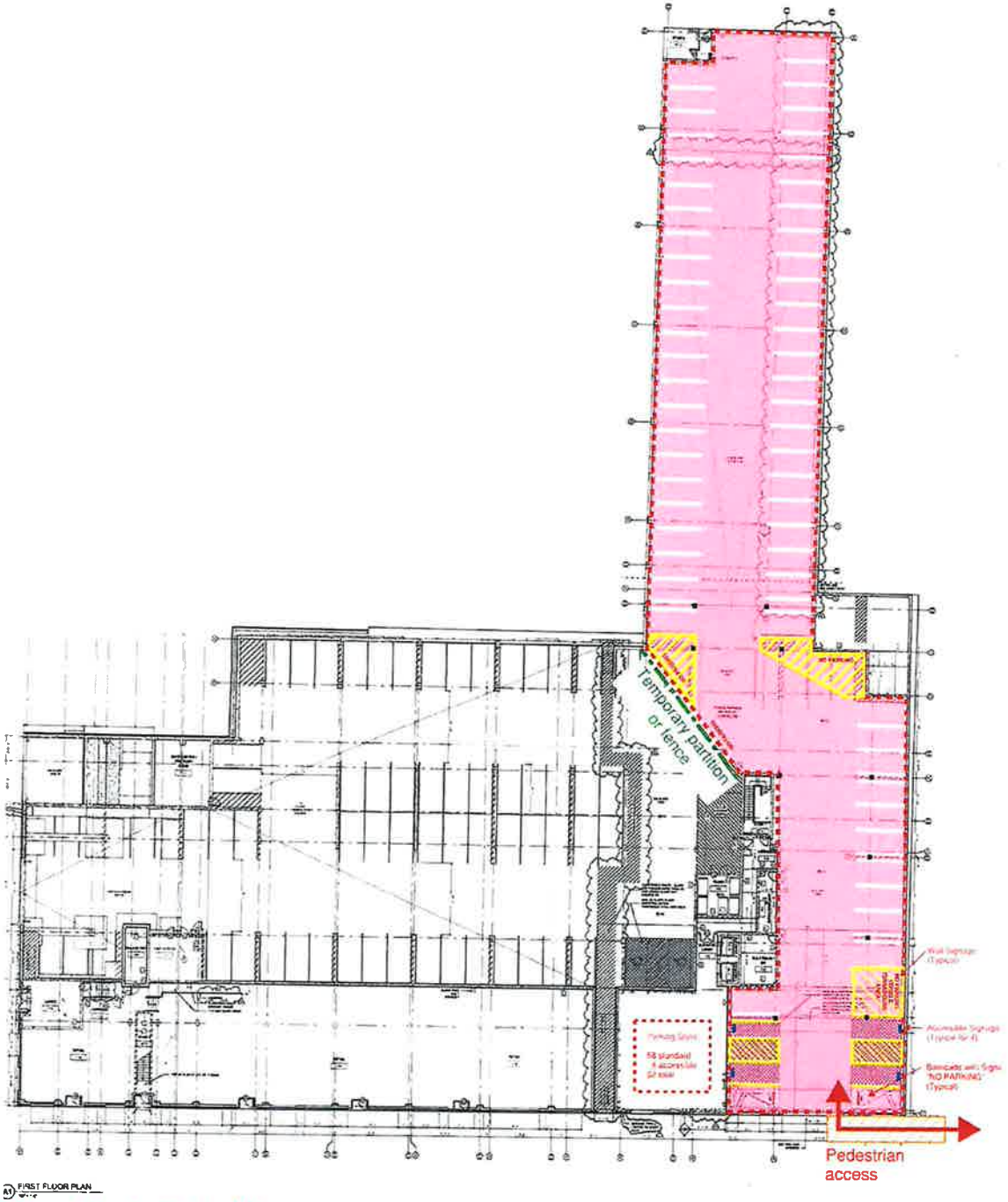
My Commission expires:

_____

Exhibit 1

Plan depicting portion of Public Parking Area available as of Third Amendment Effective Date

[attached]



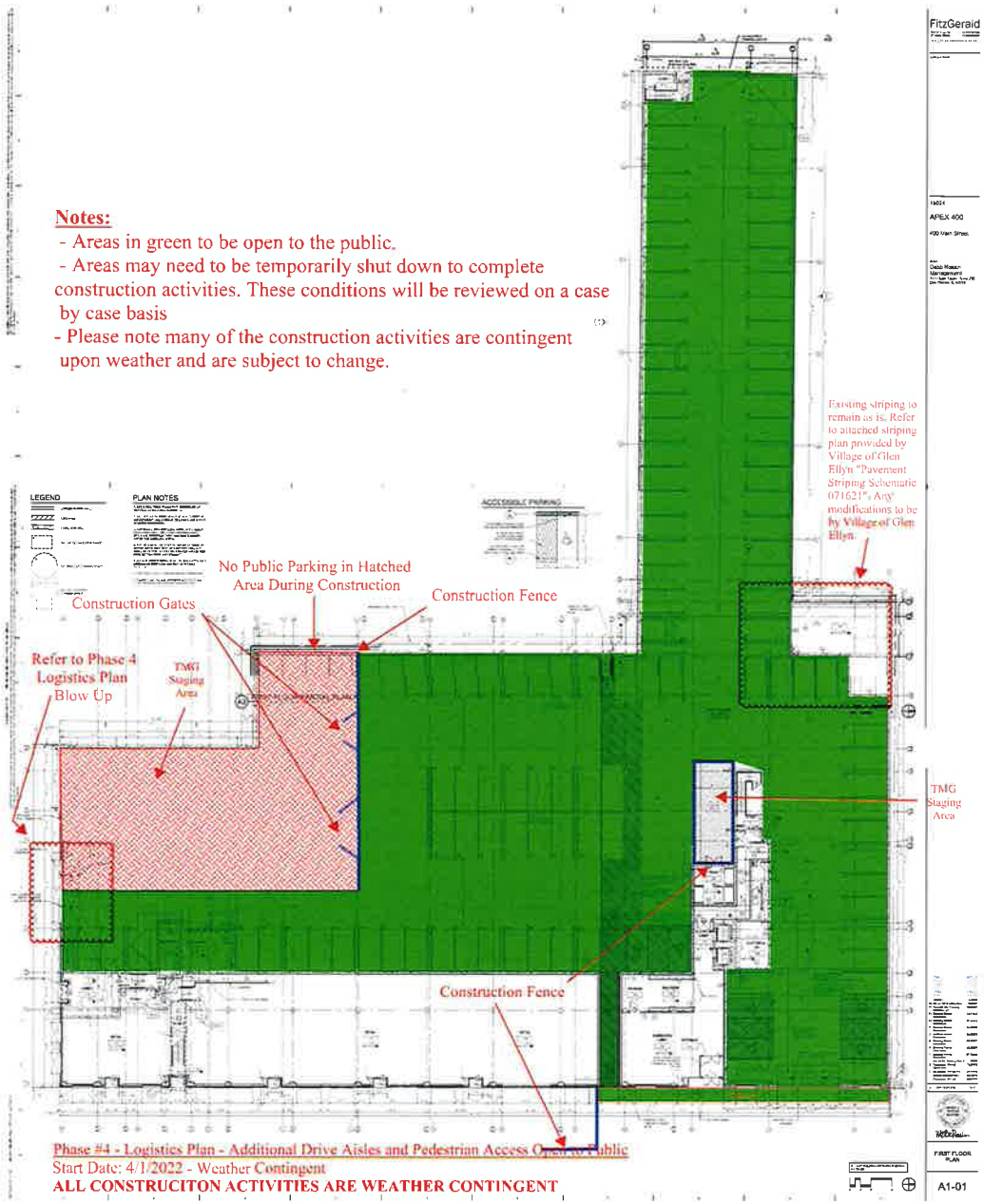
FIRST FLOOR PLAN

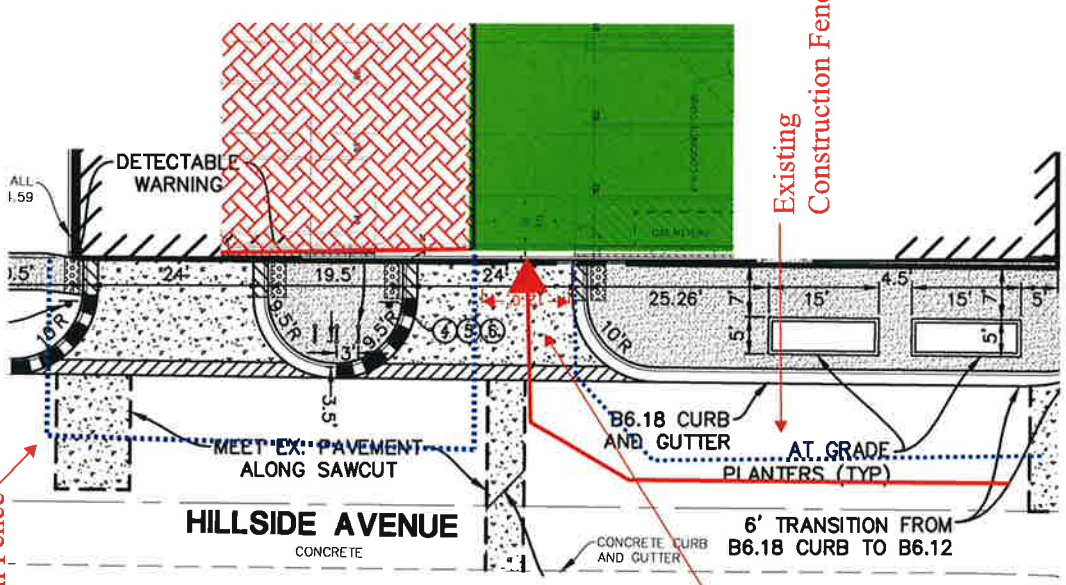
Phase #1 - Logistics Plan
- Start Date: Already Completed
- End Date: Already Completed

Exhibit 2

Plan depicting additional portion of Public Parking Area available as of April 1, 2022

[attached]


Notes:
- Areas in green to be open to the public.
- Areas may need to be temporarily shut down to complete construction activities. These conditions will be reviewed on a case by case basis
- Please note many of the construction activities are contingent upon weather and are subject to change.
Existing striping to remain as is. Refer to attached striping plan provided by Village of Glen Ellyn "Pavement Striping Schematic 071621" Any modifications to be by Village of Glen Ellyn
LEGEND
PLAN NOTES
ACCESSIBLE PARKING
No Public Parking in Hatched Area During Construction
Construction Gates
Construction Fence
Refer to Phase 4 Logistics Plan Blow Up
TMG Staging Area
TMG Staging Area
Construction Fence
Phase #4 - Logistics Plan - Additional Drive Aisles and Pedestrian Access Open to Public
Start Date: 4/1/2022 - Weather Contingent
ALL CONSTRUCITON ACTIVITIES ARE WEATHER CONTINGENT
FitzGerald
APEX 400
FIRST FLOOR PLAN
A1-01



Existing Construction Fence

Existing Construction Fence

One Way Traffic Turning Right onto Hillside from Main Street. 12'-0" Drive Aisle.

Phase #4 - Logistics Plan (Blowup Detail)
Start Date: 4/1/2022 - Weather Contingent

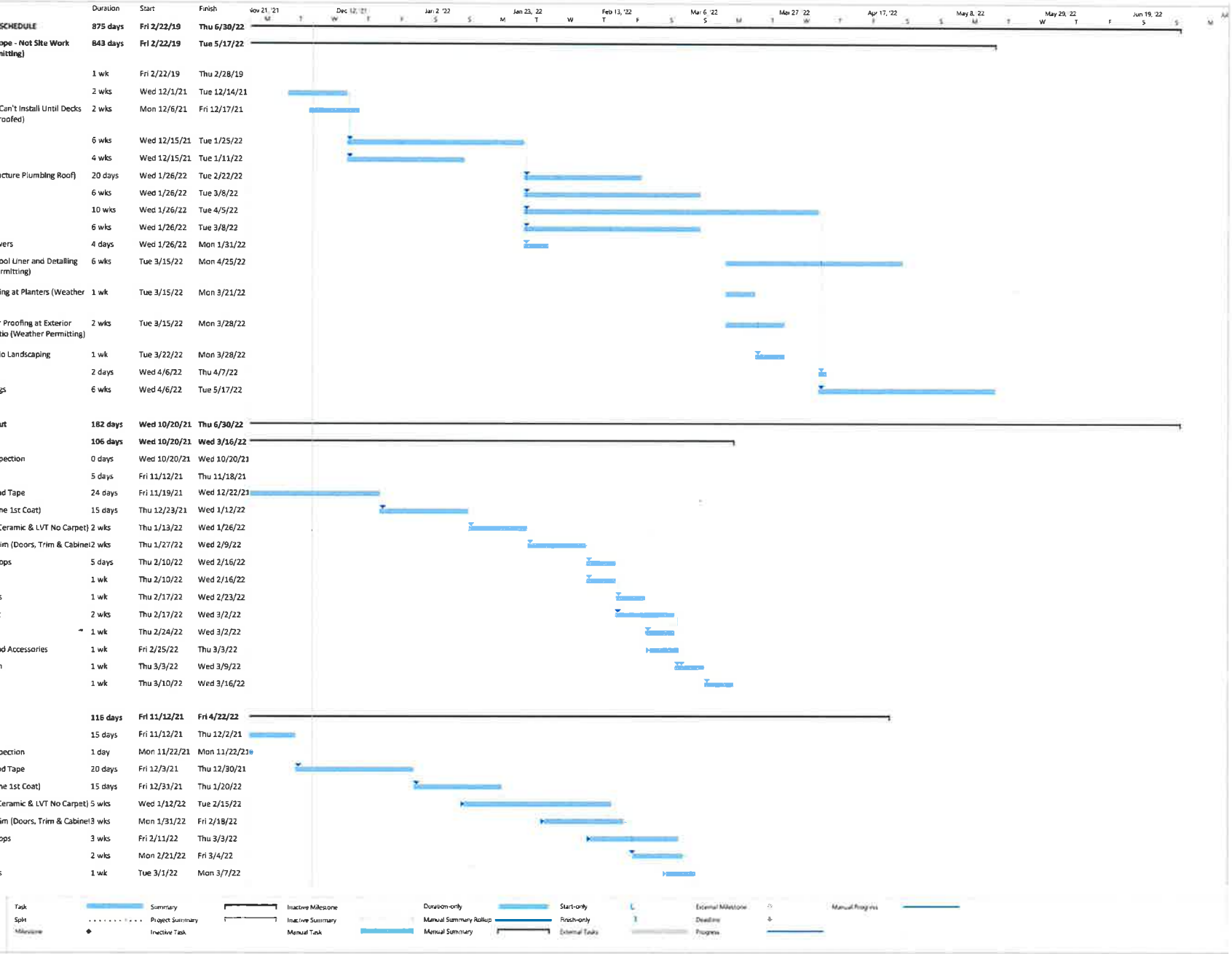
Exhibit 3

Construction Schedule

[attached]

APEX 400 SCHEDULE - 12/7/2021

	Task Mode	Task Name	Duration	Start	Finish
1		**CONSTRUCTION SCHEDULE**	**875 days**	**Fri 2/22/19**	**Thu 6/30/22**
67		**Building Envolope - Not Site Work (Weather Permitting)**	**843 days**	**Fri 2/22/19**	**Tue 5/17/22**
82		Awnings	1 wk	Fri 2/22/19	Thu 2/28/19
68		Balconies	2 wks	Wed 12/1/21	Tue 12/14/21
83		Ceiling Tile (Can't Install Until Decks are Water Proofed)	2 wks	Mon 12/6/21	Fri 12/17/21
69		Masonry	6 wks	Wed 12/15/21	Tue 1/25/22
71		Ralings	4 wks	Wed 12/15/21	Tue 1/11/22
70		Canopy (Structure Plumbing Roof)	20 days	Wed 1/26/22	Tue 2/22/22
72		Glazing	6 wks	Wed 1/26/22	Tue 3/8/22
73		Stucco	10 wks	Wed 1/26/22	Tue 4/5/22
74		Caulking	6 wks	Wed 1/26/22	Tue 3/8/22
75		5th Floor Pavers	4 days	Wed 1/26/22	Mon 1/31/22
77		Swimming Pool Liner and Detailing (Weather Permitting)	6 wks	Tue 3/15/22	Mon 4/25/22
78		Water Proofing at Planters (Weather Permitting)	1 wk	Tue 3/15/22	Mon 3/21/22
80		Install Water Proofing at Exterior Deck and Patio (Weather Permitting)	2 wks	Tue 3/15/22	Mon 3/28/22
79		Amenity Patio Landscaping	1 wk	Tue 3/22/22	Mon 3/28/22
76		Metal Trellis	2 days	Wed 4/6/22	Thu 4/7/22
81		Metal Copings	6 wks	Wed 4/6/22	Tue 5/17/22
2					
3		**Interior Buildout**	**182 days**	**Wed 10/20/21**	**Thu 6/30/22**
4		**Level 2**	**106 days**	**Wed 10/20/21**	**Wed 3/16/22**
5		Rough Inspection	0 days	Wed 10/20/21	Wed 10/20/21
6		Insulation	5 days	Fri 11/12/21	Thu 11/18/21
7		Drywall and Tape	24 days	Fri 11/19/21	Wed 12/22/21
8		Paint (Prime 1st Coat)	15 days	Thu 12/23/21	Wed 1/12/22
9		Flooring (Ceramic & LVT No Carpet)	2 wks	Thu 1/13/22	Wed 1/26/22
10		Interior Trim (Doors, Trim & Cabinet	2 wks	Thu 1/27/22	Wed 2/9/22
11		Counter Tops	5 days	Thu 2/10/22	Wed 2/16/22
12		MEP Trim	1 wk	Thu 2/10/22	Wed 2/16/22
13		Appliances	1 wk	Thu 2/17/22	Wed 2/23/22
15		Final Paint	2 wks	Thu 2/17/22	Wed 3/2/22
14		Carpet	1 wk	Thu 2/24/22	Wed 3/2/22
16		Mirrors and Accessories	1 wk	Fri 2/25/22	Thu 3/3/22
17		Final Clean	1 wk	Thu 3/3/22	Wed 3/9/22
18		Punchlist	1 wk	Thu 3/10/22	Wed 3/16/22
19					
20		**Level 3**	**116 days**	**Fri 11/12/21**	**Fri 4/22/22**
22		Insulation	15 days	Fri 11/12/21	Thu 12/2/21
21		Rough Inspection	1 day	Mon 11/22/21	Mon 11/22/21
23		Drywall and Tape	20 days	Fri 12/3/21	Thu 12/30/21
24		Paint (Prime 1st Coat)	15 days	Fri 12/31/21	Thu 1/20/22
25		Flooring (Ceramic & LVT No Carpet)	5 wks	Wed 1/12/22	Tue 2/15/22
26		Interior Trim (Doors, Trim & Cabinet	3 wks	Mon 1/31/22	Fri 2/18/22
27		Counter Tops	3 wks	Fri 2/11/22	Thu 3/3/22
28		MEP Trim	2 wks	Mon 2/21/22	Fri 3/4/22
29		Appliances	1 wk	Tue 3/1/22	Mon 3/7/22



APEX 400 SCHEDULE - 12/7/2021

ID	Task Mode	Task Name	Duration	Start	Finish
31		Final Paint	3 wks	Mon 3/7/22	Fri 3/25/22
30		Carpet	3 wks	Tue 3/8/22	Mon 3/28/22
32		Mirrors and Accessories	2 wks	Mon 3/21/22	Fri 4/1/22
33		Final Clean	1 wk	Mon 4/4/22	Fri 4/8/22
34		Punchlist	2 wks	Mon 4/11/22	Fri 4/22/22
35					
36		**Level 4**	**122 days**	**Mon 12/6/21**	**Tue 5/24/22**
37		Rough Inspection	1 day	Mon 12/6/21	Mon 12/6/21
38		Insulation	9 days	Tue 12/7/21	Fri 12/17/21
39		Drywall and Tape	15 days	Mon 12/20/21	Fri 1/7/22
40		Paint (Prime 1st Coat)	15 days	Mon 1/10/22	Fri 1/28/22
41		Flooring (Ceramic & LVT No Carpet)	5 wks	Mon 1/31/22	Fri 3/4/22
42		Interior Trim (Doors, Trim & Cabinet	4 wks	Mon 2/21/22	Fri 3/18/22
43		MEP Trim	2 wks	Mon 3/7/22	Fri 3/18/22
44		Counter Tops	3 wks	Mon 3/21/22	Fri 4/8/22
45		Appliances	1 wk	Mon 3/21/22	Fri 3/25/22
48		Carpet	3 wks	Mon 3/21/22	Fri 4/8/22
49		Final Paint	3 wks	Mon 4/11/22	Fri 4/29/22
50		Mirrors and Accessories	2 wks	Wed 4/20/22	Tue 5/3/22
46		Final Clean	1 wk	Wed 5/4/22	Tue 5/10/22
47		Punchlist	2 wks	Wed 5/11/22	Tue 5/24/22
51					
52		**Level 5**	**140 days**	**Fri 12/17/21**	**Thu 6/30/22**
53		Rough Inspection	1 day	Fri 12/17/21	Fri 12/17/21
54		Insulation	15 days	Mon 12/20/21	Fri 1/7/22
55		Drywall and Tape	20 days	Mon 1/10/22	Fri 2/4/22
56		Paint (Prime 1st Coat)	3 wks	Mon 2/7/22	Fri 2/25/22
57		Flooring (Ceramic & LVT No Carpet)	5 wks	Thu 2/17/22	Wed 3/23/22
59		Interior Trim (Doors, Trim & Cabinet	4 wks	Thu 3/10/22	Wed 4/6/22
58		MEP Trim	3 wks	Thu 3/31/22	Wed 4/20/22
60		Counter Tops	3 wks	Thu 4/7/22	Wed 4/27/22
61		Appliances	1 wk	Thu 4/7/22	Wed 4/13/22
62		Carpet	3 wks	Thu 4/21/22	Wed 5/11/22
63		Final Paint	4 wks	Fri 5/6/22	Thu 6/2/22
64		Mirrors and Accessories	2 wks	Fri 5/27/22	Thu 6/9/22
65		Final Clean	1.5 wks	Fri 6/10/22	Tue 6/21/22
66		Punchlist	1.5 wks	Tue 6/21/22	Thu 6/30/22
93					
94		**Parking Garage Work**	**73.5 days**	**Mon 12/6/21**	**Thu 3/17/22**
84					
85		**Site Work (Pending Design & Weather Permitting)**	**85 days**	**Tue 3/1/22**	**Mon 6/27/22**
86		Site Utilities	4 wks	Tue 3/1/22	Mon 3/28/22
87		Grading	3 wks	Tue 3/29/22	Mon 4/18/22
88		Site Electric	3 wks	Tue 4/19/22	Mon 5/9/22
89		Concrete	4 wks	Tue 4/19/22	Mon 5/16/22
90		Brick Pavers	3 wks	Tue 5/17/22	Mon 6/6/22
91		Landscaping	3 wks	Tue 6/7/22	Mon 6/27/22
92					
101		PROJECT SUBSTANTIALLY COMPLETED	0 days	Fri 7/1/22	Fri 7/1/22

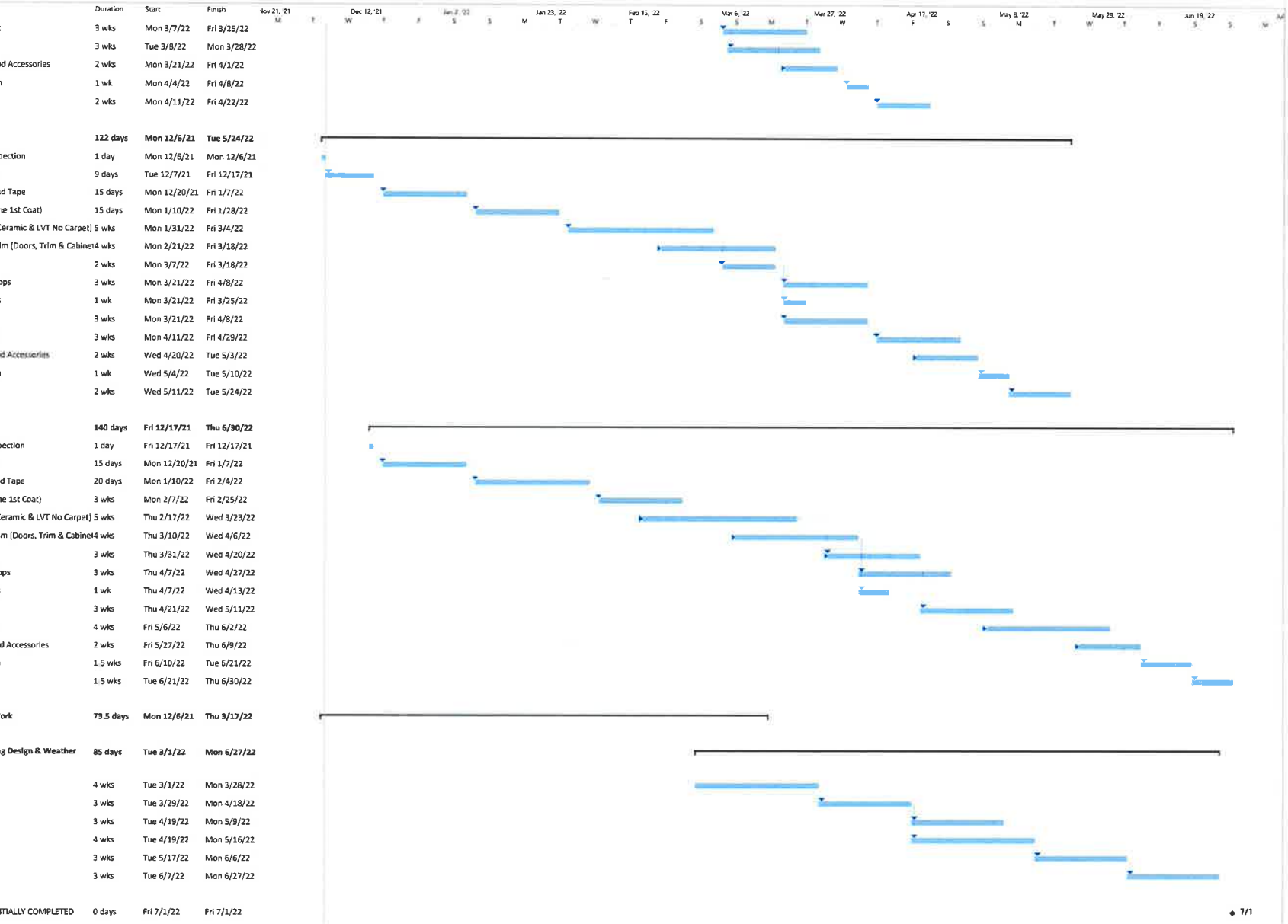
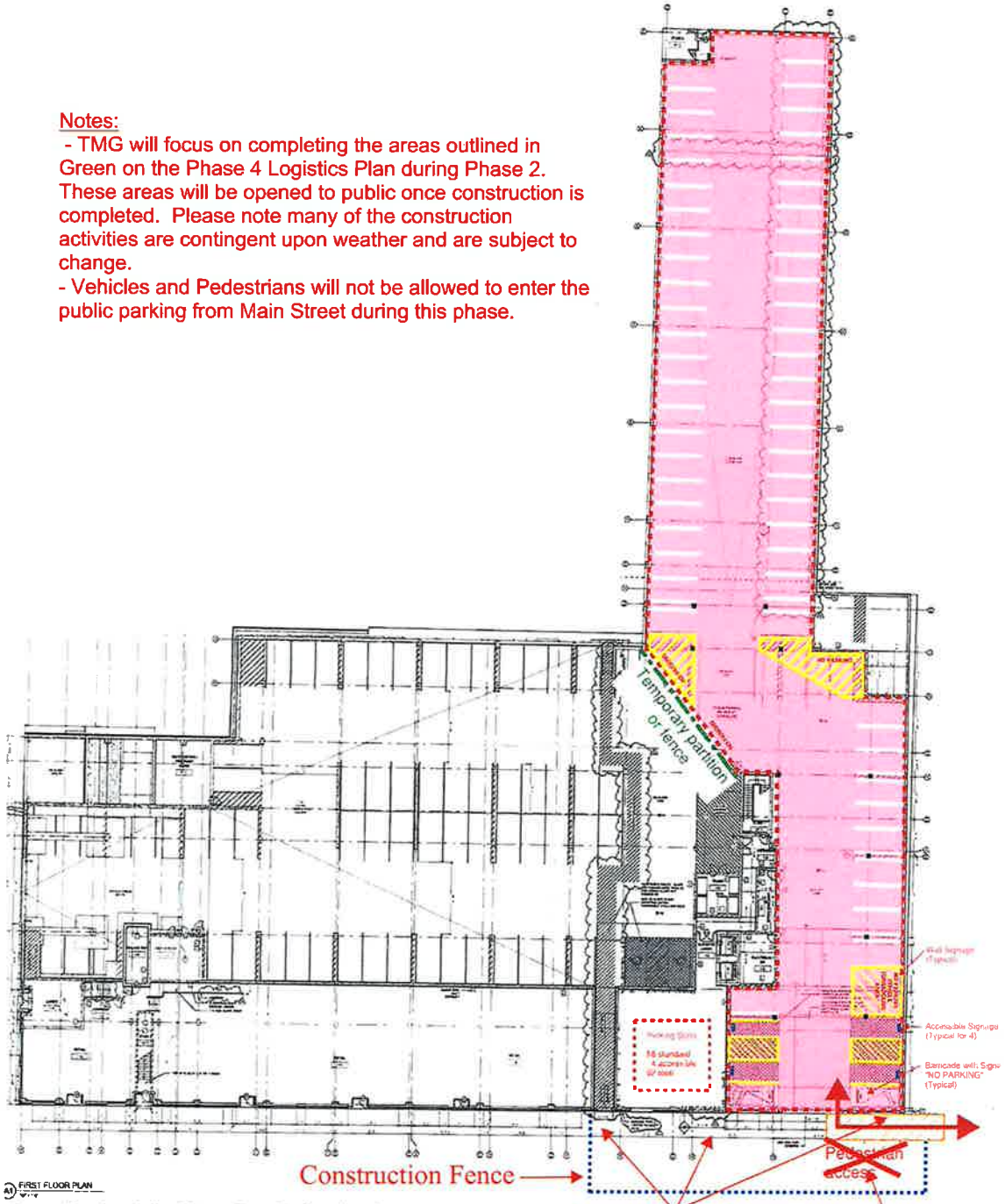


Exhibit 4

Stop Pedestrian Access

[attached]

Notes:
- TMG will focus on completing the areas outlined in Green on the Phase 4 Logistics Plan during Phase 2. These areas will be opened to public once construction is completed. Please note many of the construction activities are contingent upon weather and are subject to change.
- Vehicles and Pedestrians will not be allowed to enter the public parking from Main Street during this phase.



A1 FIRST FLOOR PLAN

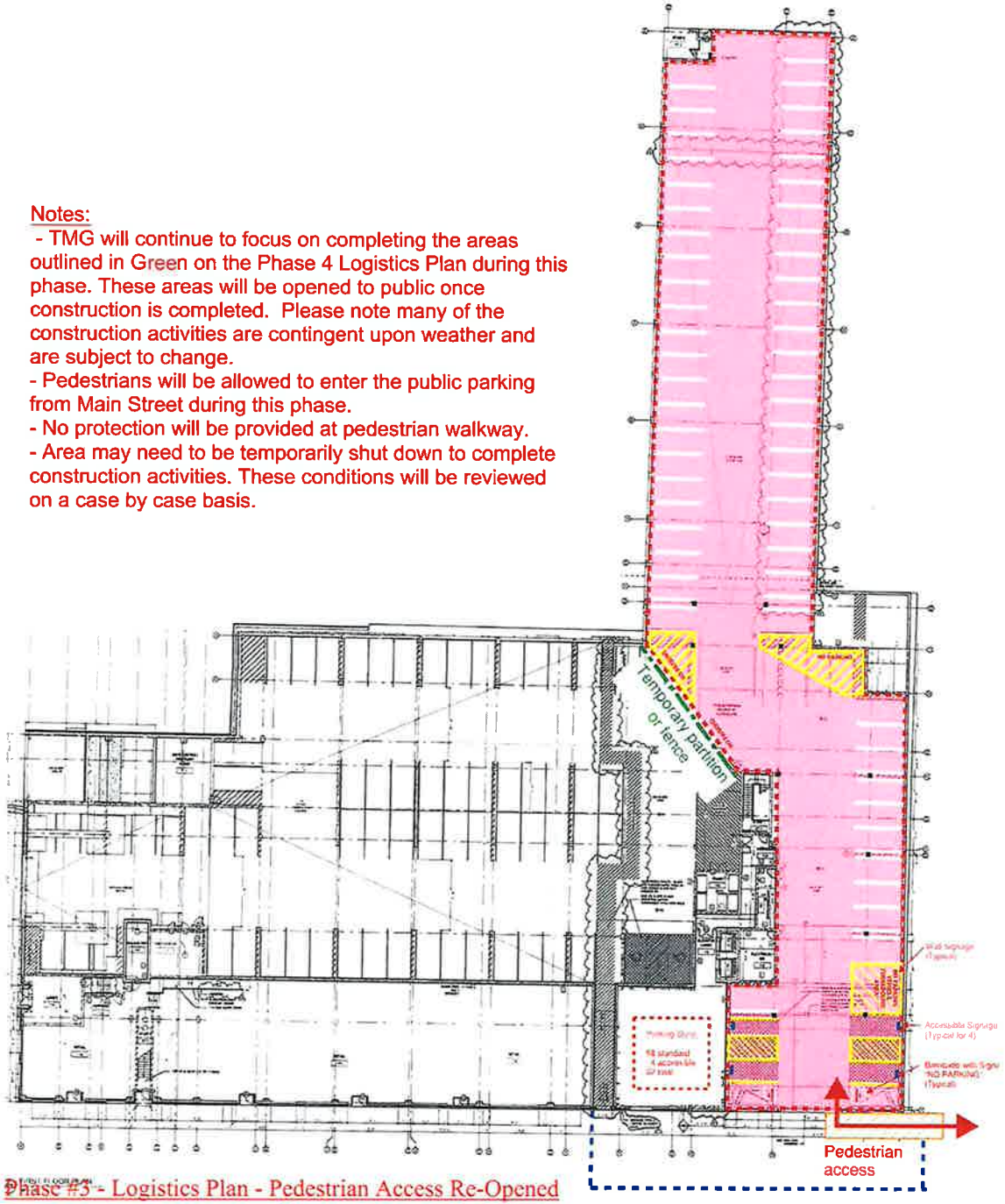
Phase #2 - Logistics Plan - Stop Pedestrian Access
Start Date: 1/2/2022
End Date: 2/15/2022 - Weather Contingent
ALL DATES CONTINGENT UPON WEATHER

Exhibit 5

Restore Pedestrian Access

[attached]

Notes:
- TMG will continue to focus on completing the areas outlined in Green on the Phase 4 Logistics Plan during this phase. These areas will be opened to public once construction is completed. Please note many of the construction activities are contingent upon weather and are subject to change.
- Pedestrians will be allowed to enter the public parking from Main Street during this phase.
- No protection will be provided at pedestrian walkway.
- Area may need to be temporarily shut down to complete construction activities. These conditions will be reviewed on a case by case basis.

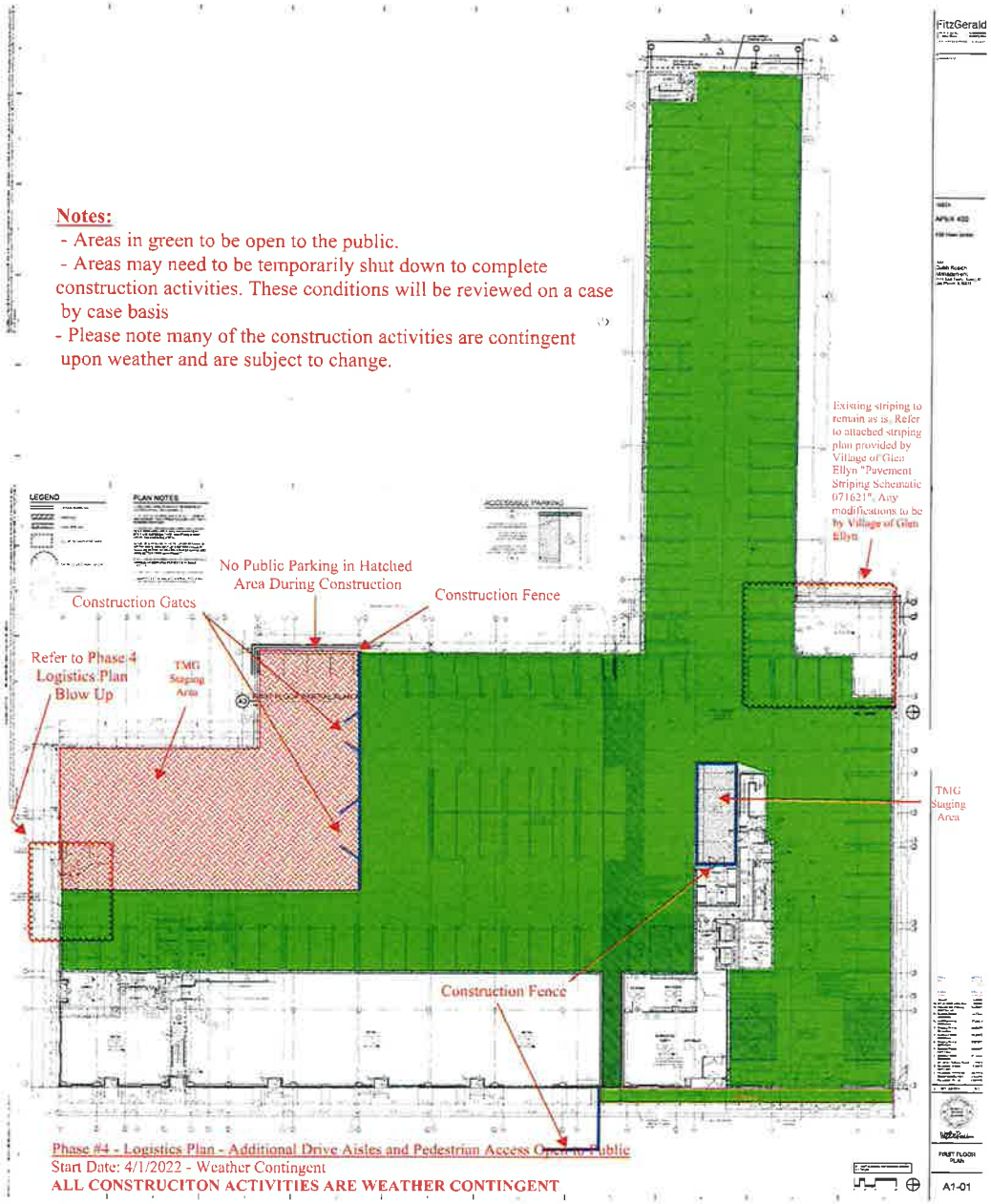


Phase #3 - Logistics Plan - Pedestrian Access Re-Opened
Start Date: 2/15/2022 - Weather Contingent
End Date: 4/1/2022 - Weather Contingent
ALL DATES CONTINGENT UPON WEATHER

EXHIBIT B 1

DEPICTION OF LICENSED PREMISES AVAILABLE APRIL 1, 2022

[Attached]


Notes:
- Areas in green to be open to the public.
- Areas may need to be temporarily shut down to complete construction activities. These conditions will be reviewed on a case by case basis
- Please note many of the construction activities are contingent upon weather and are subject to change.
Existing striping to remain as is. Refer to attached striping plan provided by Village of Glen Ellyn "Pavement Striping Schematic 071621". Any modifications to be by Village of Glen Ellyn
No Public Parking in Hatched Area During Construction
Construction Gates
Construction Fence
Refer to Phase 4 Logistics Plan Blow Up
TMG Staging Area
TMG Staging Area
Construction Fence
Phase #4 - Logistics Plan - Additional Drive Aisles and Pedestrian Access Open to Public
Start Date: 4/1/2022 - Weather Contingent
ALL CONSTRUCITON ACTIVITIES ARE WEATHER CONTINGENT
FitzGerald
A1-01