



240 S. Illinois Route 59, Bartlett, Illinois 60103

Rescheduled Meeting of the Township Board
May 2, 2022
7:00 PM

A G E N D A

- I. Call to Order – Roll Call
- II. Pledge of Allegiance
- III. Town Hall (Public Comments)
- IV. Presentations
 - A. Swearing In of Emergency Services Officers
 - B. Recognition of Emergency Services Cadets
- V. Reports
 - A. Supervisor’s Report
 - B. Clerk’s Report
 - C. Assessor’s Report
 - D. Trustee’s Committee Reports
- VI. Bill Paying
- VII. Unfinished Business
- VIII. New Business
 - A. Regular Meeting Minutes of April 19, 2022
 - B. Resolution Declaring May as Older Americans Month
 - C. Resolution to Approve a Financing Commitment by Barrington Bank and Trust Company
 - D. Resolution to Approve a Professional Services Agreement with Thomas Engineering Group, LLC
 - E. Resolution to Approve an Intergovernmental Agreement with the Bartlett Fire Protection District
- IX. Executive Session
- X. Other Business
- XI. Adjournment

Our mission is to continuously improve the quality of life for Hanover Township residents.
Our vision is a better life through leadership, innovation, and diversity.

Hanover Township

Board Audit Report

From 4/19/22 - 5/2/22

	Total
Total Town Fund	22,178.03
Total Senior Services Fund	30,500.21
Total General Assistance Fund	9,841.74
Total Road Maintenance Fund	17,088.93
Total Committee for Senior Citizens Services	
Total Mental Health Board Fund	7,635.27
Total IMRF Fund	
Total Social Security Fund	
Total Vehicle Fund	5,029.00
Total Capital Fund	10,389.18
Total All Funds	102,662.36

Supervisor

Town Clerk

Attest

Trustee

Trustee

Trustee

Trustee

Hanover Township

Board Audit Report - FY 22

April 19 through May 2, 2022

Type	Date	Num	Name	Memo	Amount
3033 · Road Maintenance - Revenue					
3033100 · Replacement Tax					
Bill	03/29/2022	Replace...	Village of Bartlett (Repl Taxes)	Replacement Tax Allocation - FY22	2,293.70
Bill	03/29/2022	Replace...	Village of Streamwood (Repl Tax)	Replacement Tax Allocation - FY22	2,565.24
Bill	03/29/2022	Replace...	Village of Hanover Park (Repl Tax)	Replacement Tax Allocation - FY22	1,696.32
Bill	03/29/2022	Replace...	Village of Hoffman Estates	Replacement Tax Allocation - FY22	329.04
Bill	03/29/2022	Replace...	City of Elgin (Repl Taxes)	Replacement Tax Allocation - FY22	5,724.67
Total 3033100 · Replacement Tax					12,608.97
Total 3033 · Road Maintenance - Revenue					12,608.97
1014 · Town Fund - Expenditures					
101CVA · Community Affairs					
101CMA · Community Relations					
1014621 · Satellite Office Utilities					
Bill	03/29/2022	6997418...	Com Ed 010	Acct# 6997418010 Montly Charges 3/11-4/11	353.91
Total 1014621 · Satellite Office Utilities					353.91
1014701 · Veterans Honor Roll					
Bill	03/29/2022	Inv# 169...	A1 Trophies & Awards	Inv# 16976 Custom Laser Engraving	5.00
Total 1014701 · Veterans Honor Roll					5.00
Total 101CMA · Community Relations					358.91
Total 101CVA · Community Affairs					358.91
101ES · ES - Expenditures					
1014803 · Uniforms					
Bill	03/29/2022	Inv# 218...	Ray O'herron Co., Inc.	Inv# 2184778 Officer Uniform Insignia	119.10
Total 1014803 · Uniforms					119.10
1014809 · Pre-Volunteer Screening					
Bill	03/29/2022	Inv# 145...	Verify (XHANEM)	Inv# 1457966 Background Checks March 2022	238.00
Total 1014809 · Pre-Volunteer Screening					238.00
1014813 · Vehicle Fuel & Maintenance					
Bill	03/29/2022	Inv# C8...	Friendly Ford, Inc	Inv# C80823 Tensioner Repair	1,476.05
Bill	03/29/2022	Inv# C8...	Friendly Ford, Inc	Inv# C80947 Vehicle Battery	187.69
Total 1014813 · Vehicle Fuel & Maintenance					1,663.74
Total 101ES · ES - Expenditures					2,020.84
101MAIN · Facilities Maintenance					
1014205 · Janitorial Supplies					
Bill	03/29/2022	Stmt 3/2...	The Home Depot	Inv# 2031798 Carpet & Adhesive Cleaner	36.25

Hanover Township
Board Audit Report - FY 22
April 19 through May 2, 2022

Type	Date	Num	Name	Memo	Amount
Total 1014205 · Janitorial Supplies					36.25
1014210 · Building Maintenance - Town					
Bill	03/29/2022	Stmt 3/2...	The Home Depot	Inv# 8030320 Town Hall Lobby LED Retrofit	13.47
Bill	03/29/2022	Stmt 3/2...	The Home Depot	Inv# 8031280 ES HQ Office Miniblinds	85.92
Bill	03/29/2022	Stmt 3/2...	The Home Depot	Inv# 8040884 ES HQ Training Room Miniblinds	29.00
Bill	03/29/2022	Stmt 3/2...	The Home Depot	Inv# 2031803 Spvrs Office Picture Mounting	7.50
Bill	03/29/2022	Stmt 3/2...	The Home Depot	Inv# 0032039 Passport Office Can Light Bulbs	29.76
Total 1014210 · Building Maintenance - Town					165.65
1014211 · Building Maintenance - Senior					
Bill	03/29/2022	Stmt 3/2...	The Home Depot	Inv# 3613737 Sr Ctr Kitchen Bayh Hooks	4.98
Bill	03/29/2022	Stmt 3/2...	The Home Depot	Inv# 4032626 Vet's Hall Washroom Faucet Lines	9.68
Bill	03/29/2022	Stmt 3/2...	The Home Depot	Inv# 4524477 Sr Ctr Vet's Hall Washroom Faucet	49.00
Total 1014211 · Building Maintenance - Senior					63.66
1014214 · Equipment Maintenance - Senior					
Bill	03/29/2022	Inv# 509...	Fox Valley Fire & Safety	Inv# 509867 Sprinkler System Repairs	1,357.85
Bill	03/29/2022	Stmt 3/2...	The Home Depot	Inv# 6030541 Carpet Cleaner Plug & Cord	20.91
Total 1014214 · Equipment Maintenance - Senior					1,378.76
1014216 · Equipment					
Bill	03/29/2022	Inv# dcd...	Northwest Lawn & Power Equipment LLC	Inv# dcd15174 Bobcat Walk Behind Mower Seasonal Maintenance	202.66
Bill	03/29/2022	Inv# dcd...	Northwest Lawn & Power Equipment LLC	Inv# dcd15173 Riding Mower Seasonal Maintenance	430.19
Total 1014216 · Equipment					632.85
1014225 · Grounds/Reserve Maintenance					
Bill	03/29/2022	Stmt 3/2...	The Home Depot	Inv# 5613286 Holiday Light Storage Totes	52.81
Bill	03/29/2022	Stmt 3/2...	The Home Depot	Inv# 0031102 Holiday Lights Extension Cord Plugs	2.10
Bill	03/29/2022	Stmt 3/2...	The Home Depot	Inv# 3032738 Mounting Hardware for Benches in IW Reserve	19.60
Total 1014225 · Grounds/Reserve Maintenance					74.51
1014228 · Building Maintenance - Izaac					
Bill	03/29/2022	Stmt 3/2...	The Home Depot	Inv# 3032750 IWC Sink Aerator	4.98
Total 1014228 · Building Maintenance - Izaac					4.98
Total 101MAIN · Facilities Maintenance					2,356.66
101PAN · Pantry					
1014161 · Utilities					
Bill	03/29/2022	Svc 3/7-...	Com Ed 016 (Astor)	Acct# 8584152016 Monthly Charges 3/7-4/5	683.05
Total 1014161 · Utilities					683.05
Total 101PAN · Pantry					683.05

Hanover Township
Board Audit Report - FY 22
April 19 through May 2, 2022

Type	Date	Num	Name	Memo	Amount
101THE · Town Hall Expense					
1014405 · Internet Access - Town					
Bill	03/29/2022	Inv# 144...	Comcast (098)	Inv# 144058176 Monthly Ethernet Internet Through 3/31/22	708.35
Total 1014405 · Internet Access - Town					708.35
Total 101THE · Town Hall Expense					708.35
Total 1014 · Town Fund - Expenditures					6,127.81
1104 · Aging Services - Expenditures					
1104ADM · Administration					
1104527 · Equipment					
Bill	03/29/2022	Inv# 560...	Accurate Office Supply Co	Inv# 567015 Credit Return from Inv# 563380 Keyboard Drawer	-42.12
Total 1104527 · Equipment					-42.12
1104528 · Office Supplies					
Bill	03/29/2022	Inv# 560...	Accurate Office Supply Co	Inv# 560088 Ink (20)	622.85
Total 1104528 · Office Supplies					622.85
1104535 · Travel					
Bill	03/29/2022	Mileage ...	Florie Sposito	Mileage Reimbursement March 2022	7.25
Total 1104535 · Travel					7.25
Total 1104ADM · Administration					587.98
1104PRO · Enrichment Programs					
1104520 · Volunteer Services					
Bill	03/29/2022	HDM M...	Larry Piemonte (v)	Home Delivered Meals Mileage Reimbursement March 2022	33.23
Bill	03/29/2022	Reimb 3...	Charlene Thomason	Program Supplies	71.02
Total 1104520 · Volunteer Services					104.25
1104532 · Visual Arts					
Bill	03/29/2022		Marianne Krall (2)	Art Class paper Towels/Rocks	32.28
Total 1104532 · Visual Arts					32.28
1104545 · Program Staff Travel					
Bill	03/29/2022		Linda Kay (2)	Mileage Reimbursement March 2022	5.38
Bill	03/29/2022		Marianne Krall (2)	Mileage Reimbursement	98.21
Total 1104545 · Program Staff Travel					103.59
Total 1104PRO · Enrichment Programs					240.12
1104SOC · Social Services					
1104564 · Senior Health Ins Program					

Hanover Township
Board Audit Report - FY 22
April 19 through May 2, 2022

Type	Date	Num	Name	Memo	Amount
Bill	03/29/2022	Inv# 567...	Accurate Office Supply Co	Inv# 567335 Paper Clip Holder	9.80
Total 1104564 · Senior Health Ins Program					9.80
Total 1104SOC · Social Services					9.80
Total 1104 · Aging Services - Expenditures					837.90
2024 · Human Services - Expenditures					
2024ADM · Administration					
2024202 · Office Supplies					
Bill	03/29/2022	Inv# 350...	Staples	Inv# 3503498148 Ink	150.56
Bill	03/29/2022	Inv# 350...	Staples	Credit# 3503498146 for Inv# 3501215914 Folders	-52.17
Total 2024202 · Office Supplies					98.39
Total 2024ADM · Administration					98.39
Total 2024 · Human Services - Expenditures					98.39
3034 · Road Maintenance - Expenditures					
3034BLD · Buildings					
3034612 · Building & Perm Improvements					
Bill	03/29/2022	Stmt 3/2...	The Home Depot	Inv# 0971187 Road Garage Doors & Brick Mold	1,088.44
Bill	03/29/2022	Stmt 3/2...	The Home Depot	Inv# 6032397 Road Garage Insulation/Sealant, Flashing for New Door	5.74
Bill	03/29/2022	Stmt 3/2...	The Home Depot	Inv# 0160137 Credit Delivery Charge	-79.00
Total 3034612 · Building & Perm Improvements					1,015.18
Total 3034BLD · Buildings					1,015.18
3034ROD · Road Maintenance					
3034602 · Operating Supplies & Materials					
Bill	03/29/2022	Inv# PSI...	1st Ayd	Inv# PSI522800 Pumice Hand Soap for Road Garage Staff	180.03
Bill	03/29/2022	Stmt 3/2...	The Home Depot	Inv# 8030339 Mailbox Replacement	20.78
Bill	03/29/2022	Stmt 3/2...	The Home Depot	Inv# 6030531 Asphalt Patch	136.67
Bill	03/29/2022	Stmt 3/2...	The Home Depot	Inv# 4510986 PVC Adapter	0.87
Bill	03/29/2022	Stmt 3/2...	The Home Depot	Inv# 9103018 Lawnmower Spring	7.32
Bill	03/29/2022	Stmt 3/2...	The Home Depot	Inv# 4524477 Cordless Drill, Rake, Drill Bits Shovel for Roads	420.90
Total 3034602 · Operating Supplies & Materials					766.57
3034610 · Street Lighting					
Bill	03/29/2022	Service ...	Com Ed 000 & 048 (R&B)	Monthly Service 3/10-4/8	18.89
Bill	03/29/2022	Monthly ...	Com Ed 051	Monthly Charges 3/1-3/30	39.20
Total 3034610 · Street Lighting					58.09
Total 3034ROD · Road Maintenance					824.66
303EQM · Equipment					
3034609 · Maintenance Vehicles & Equip					

Hanover Township
Board Audit Report - FY 22
April 19 through May 2, 2022

Type	Date	Num	Name	Memo	Amount
Bill	03/29/2022	Inv# SP...	Alta Equipment Company	Inv# SP4-47165 Pole Saw Fuel Tank for Roads	62.87
Bill	03/29/2022	Stmt 3/2...	The Home Depot	Inv #6032397 Chipper Hardware to Mount Flasher Bar	36.87
Bill	03/29/2022	Stmt 3/2...	The Home Depot	Inv# 6032401 Hardware for Flasher Bar Mount on Chipper	2.06
Total 3034609 · Maintenance Vehicles & Equip					101.80
Total 303EQM · Equipment					101.80
Total 3034 · Road Maintenance - Expenditures					1,941.64
5054 · Mental Health - Expenditures					
5054COM · HT Community Resource Center					
5054210 · Utilities					
Bill	03/29/2022	Svc 3/1...	Com Ed 019 (MHB)	Monthly Charges 3/14-4/7	219.70
Total 5054210 · Utilities					219.70
5054213 · Janitorial					
Bill	03/29/2022	02220206	JaniKing	Monthly Cleaning	414.00
Total 5054213 · Janitorial					414.00
5054250 · Building Maintenance					
Bill	03/29/2022	14965394	Anderson Pest Solutions	Pest Service	60.00
Total 5054250 · Building Maintenance					60.00
Total 5054COM · HT Community Resource Center					693.70
5054SVC · Service Contracts					
5054162 · Tide Transportation					
Bill	03/29/2022	March 2...	A#1 Cab Dispatch Inc	Tide Transportation March 2022	1,217.25
Total 5054162 · Tide Transportation					1,217.25
5054204 · Easter Seals Family Support					
Bill	03/29/2022		Easter Seals DuPage & Fox Valley Regi...	Family Support - February	843.75
Total 5054204 · Easter Seals Family Support					843.75
Total 5054SVC · Service Contracts					2,061.00
Total 5054 · Mental Health - Expenditures					2,754.70
8084 · Capital Projects - Expenditures					
8084425 · Building & Perm Improvements					
Bill	03/29/2022	Stmt 3/2...	The Home Depot	Inv# 0973356 Town Hall Kitchen & Breakroom Cabinets & Countertops	5,636.31
Total 8084425 · Building & Perm Improvements					5,636.31
Total 8084 · Capital Projects - Expenditures					5,636.31

Hanover Township
Board Audit Report - FY 22
April 19 through May 2, 2022

Type	Date	Num	Name	Memo	Amount
TOTAL					<u>30,005.72</u>

Hanover Township Board Audit Report - FY23

April 19 through May 2, 2022

Type	Date	Num	Name	Memo	Amount
1014 · Town Fund - Expenditures					
101CAP · Capital Expenditures					
1014430 · Computer Equipment & Software					
Check	04/29/2022	146352	Access 1 Source	Inv# 95386 Time & Attendance Monthly Software Fee	278.00
Total 1014430 · Computer Equipment & Software					278.00
Total 101CAP · Capital Expenditures					278.00
101CHN · Community Health					
1014452 · Office Supplies					
Check	04/29/2022	146353	Accurate Office Supply Co	Inv# 568406 File Tabs	11.29
Total 1014452 · Office Supplies					11.29
1014454 · Travel & Training					
Check	04/19/2022	146205	Tyrrell, Sarah J	Mileage Reimbursement April 2022	15.62
Total 1014454 · Travel & Training					15.62
1014457 · Furniture and Computer Equip					
Check	04/19/2022	146199	McKesson Medical Surgical	Inv# 41217039 Cholesterol Testing Machine	2,344.01
Total 1014457 · Furniture and Computer Equip					2,344.01
1014465 · Medical Supplies					
Check	04/29/2022	146364	McKesson Medical Surgical	Inv# 41643112 Cholesterol Tests	172.40
Total 1014465 · Medical Supplies					172.40
1014492 · Dental, Vision & Life Insurance					
Check	04/29/2022	146358	Euclid Managers	Acct 5641581 Monthly Premium	100.60
Check	04/29/2022	146366	NCPERS	Billing# 5785042022 Monthly Premium May 2022	16.00
Check	04/29/2022	146369	Vision Service Plan	Acct# 30070457 Monthly Premium	15.90
Total 1014492 · Dental, Vision & Life Insurance					132.50
Total 101CHN · Community Health					2,675.82
101CVA · Community Affairs					
101CMA · Community Relations					
1014617 · Equipment & Furniture					
Check	04/29/2022	146363	Leaf (618-009)	Inv# 13131880 Kyocera Copier Lease - CA	97.44
Total 1014617 · Equipment & Furniture					97.44
1014627 · Community Affairs					
Check	04/29/2022	146365	Opportunity Secure Data Destruction LLC	Inv# 101471 Community Shred Event 4/9	624.00
Total 1014627 · Community Affairs					624.00
1014692 · Dental, Vision & Life Insurance					

Hanover Township Board Audit Report - FY23

April 19 through May 2, 2022

Type	Date	Num	Name	Memo	Amount
Check	04/29/2022	146358	Euclid Managers	Acct 5641581 Monthly Premium	94.82
Check	04/29/2022	146369	Vision Service Plan	Acct# 30070457 Monthly Premium	10.60
Total 1014692 · Dental, Vision & Life Insurance					105.42
Total 101CMA · Community Relations					826.86
Total 101CVA · Community Affairs					826.86
101ES · ES - Expenditures					
1014803 · Uniforms					
Check	04/26/2022	146325	Ray O'herron Co., Inc.	Inv# 2189179 Uniform Shirt/Patch	86.49
Check	04/26/2022	146325	Ray O'herron Co., Inc.	Inv# 2189181 Officer Star Insignia	28.98
Total 1014803 · Uniforms					115.47
1014807 · Miscellaneous					
Check	04/19/2022	146197	JLT Photography	Inv# 20220405 Bartlett Fire Photos	99.00
Total 1014807 · Miscellaneous					99.00
1014812 · Volunteer Appreciation					
Check	04/26/2022	146313	Bartlett Volunteer Fire Association	Inv# 100 Hall Rental - Volunteer Award Ceremony	190.00
Check	04/26/2022	146321	Cindy Kaneshiro	Award Banquet Decor	9.20
Check	04/26/2022	146322	John McGuire	Hydrant Bag, Decontamination Bag, Response Food	77.96
Total 1014812 · Volunteer Appreciation					277.16
1014813 · Vehicle Fuel & Maintenance					
Check	04/26/2022	146315	Carol Stream Lawn and Power	Inv# 479802 Generator Preventative Maintenance	94.20
Check	04/26/2022	146315	Carol Stream Lawn and Power	Inv# 480116 9121 Pump Preventative Maintenance	66.80
Check	04/26/2022	146315	Carol Stream Lawn and Power	Inv# 480117 9121 Honda Generator Preventative Maintenance	67.90
Check	04/26/2022	146315	Carol Stream Lawn and Power	Inv# 480118 9121 Subaru Generator Preventative Maintenance	68.41
Total 1014813 · Vehicle Fuel & Maintenance					297.31
1014814 · Communications					
Check	04/19/2022	146200	Motorola Solutions, Inc.	Inv# 6431220220301 Monthly Radio Fee April 2022	500.00
Total 1014814 · Communications					500.00
1014892 · Dental, Vision & Life Insurance					
Check	04/29/2022	146358	Euclid Managers	Acct 5641581 Monthly Premium	129.91
Check	04/29/2022	146369	Vision Service Plan	Acct# 30070457 Monthly Premium	8.48
Total 1014892 · Dental, Vision & Life Insurance					138.39
Total 101ES · ES - Expenditures					1,427.33
101MAIN · Facilities Maintenance					
1014205 · Janitorial Supplies					

Hanover Township Board Audit Report - FY23

April 19 through May 2, 2022

Type	Date	Num	Name	Memo	Amount
Check	04/19/2022	146189	Bade Supply	Inv# 55666 Paper Towels	76.50
Total 1014205 · Janitorial Supplies					76.50
1014211 · Building Maintenance - Senior					
Check	04/26/2022	146328	World Security & Control, Inc	Inv# 32453 Annual Fire Alarm Inspection	770.00
Total 1014211 · Building Maintenance - Senior					770.00
1014221 · Cell Phone/Communications					
Check	04/19/2022	146200	Motorola Solutions, Inc.	Inv# 6431220220301 Monthly Radio Fee April 2022	106.00
Total 1014221 · Cell Phone/Communications					106.00
1014222 · Trash Removal - Town					
Check	04/19/2022	146195	Groot, Inc.	Acct 3107-68246 Inv# 8579751T107 Monthly Charges April 22	334.51
Total 1014222 · Trash Removal - Town					334.51
1014223 · Trash Removal - Senior					
Check	04/19/2022	146195	Groot, Inc.	Acct 3107-61390 Inv# 8579619T107 Monthly Charges April 22	428.83
Total 1014223 · Trash Removal - Senior					428.83
1014224 · Trash Removal - Astor					
Check	04/19/2022	146195	Groot, Inc.	Acct 3107-69323 Inv# 8579752T107 Monthly Charges April 22	802.85
Total 1014224 · Trash Removal - Astor					802.85
1014225 · Grounds/Reserve Maintenance					
Check	04/19/2022	146202	Quality Roque's Inc	Tree Removal	800.00
Total 1014225 · Grounds/Reserve Maintenance					800.00
1014228 · Building Maintenance - Izaac					
Check	04/19/2022	146185	Alarm Specialties and Protection	Inv# 7019 Security Fire Monitoring April-June	165.00
Check	04/19/2022	146188	Amperage Electrical Supply Inc	Inv# 1274951 Light Bulbs	66.90
Total 1014228 · Building Maintenance - Izaac					231.90
1014230 · Trash Removal - Izaac					
Check	04/19/2022	146195	Groot, Inc.	Acct 3107-54379 Inv# 8580367T107 Monthly Charges April 22	175.74
Total 1014230 · Trash Removal - Izaac					175.74
1014292 · Dental, Vision & Life Insurance					
Check	04/29/2022	146358	Euclid Managers	Acct 5641581 Monthly Premium	375.88
Check	04/29/2022	146369	Vision Service Plan	Acct# 30070457 Monthly Premium	26.50
Total 1014292 · Dental, Vision & Life Insurance					402.38
Total 101MAIN · Facilities Maintenance					4,128.71

Hanover Township Board Audit Report - FY23

April 19 through May 2, 2022

Type	Date	Num	Name	Memo	Amount
101PAN · Pantry					
1014192 · Dental, Vision & Life Insurance					
Check	04/29/2022	146358	Euclid Managers	Acct 5641581 Monthly Premium	116.79
Check	04/29/2022	146369	Vision Service Plan	Acct# 30070457 Monthly Premium	13.95
Total 1014192 · Dental, Vision & Life Insurance					130.74
Total 101PAN · Pantry					130.74
101THE · Town Hall Expense					
1014402 · Telephone - Town					
Check	04/19/2022	146190	Comcast (185)	Inv# 144067873 Monthly Service April 2022	401.96
Check	04/26/2022	146312	AT&T 803	Acct# 630 Z99-0161 803 Monthly Charge 4/16-5/15	43.88
Total 1014402 · Telephone - Town					445.84
1014416 · Equipment Rental - Town					
Check	04/29/2022	146356	Canteen Refreshment Services	Inv# 151092 Water Machine Rental	48.10
Check	04/29/2022	146363	Leaf (618-009)	Inv# 13131880 Kyocera Copier Lease - Main Copier	306.01
Check	04/29/2022	146363	Leaf (618-009)	Inv# 13131880 Kyocera Copier Lease - Passports	23.10
Total 1014416 · Equipment Rental - Town					377.21
Total 101THE · Town Hall Expense					823.05
101TOE · Town Office Expense					
1014401 · Postage					
Check	04/26/2022	146317	Dolan Baumer, Kathleen M	Certified Overnight Postage	28.55
Total 1014401 · Postage					28.55
1014404 · Office Supplies					
Check	04/26/2022	146314	Canteen Refreshment Services	Inv# ORD147975 Breakroom Coffee Supplies	81.99
Total 1014404 · Office Supplies					81.99
1014406 · Printing					
Check	04/19/2022	146186	Allegra Print & Imaging	Inv# 65757 Hanover Township History Program Book (125)	241.55
Check	04/19/2022	146186	Allegra Print & Imaging	Inv# 65759 Hanover Township Annual Reports (100)	591.10
Check	04/29/2022	146362	Kwik Print	Inv# 70946 Community Service Awards Booklet	424.00
Total 1014406 · Printing					1,256.65
1014412 · Travel Expenses					
Check	04/29/2022	146348	Imperato, Alexandra M	Mileage Reimbursement April 2022	28.31
Total 1014412 · Travel Expenses					28.31
1014424 · Education & Training					
Check	04/29/2022	146338	Litz, Danielle	Tuition Reimbursement	2,000.00

Hanover Township Board Audit Report - FY23

April 19 through May 2, 2022

Type	Date	Num	Name	Memo	Amount
Total 1014424 · Education & Training					2,000.00
1014429 · Miscellaneous					
Check	04/26/2022	146317	Dolan Baumer, Kathleen M	Annual Town Meeting Refreshments	275.00
Check	04/29/2022	146336	Hanover Township Foundation	Annual Town Mtg Moderator Fee Donated to Foundation/Pantry	100.00
Total 1014429 · Miscellaneous					375.00
1014534 · Passport Services					
Check	04/26/2022	146326	Staples	Inv# 3504979039 Passport Mailing Labels	74.91
Total 1014534 · Passport Services					74.91
1014592 · Dental, Vision & Life Insurance					
Check	04/29/2022	146358	Euclid Managers	Acct 5641581 Monthly Premium	234.59
Check	04/29/2022	146369	Vision Service Plan	Acct# 30070457 Monthly Premium	71.71
Total 1014592 · Dental, Vision & Life Insurance					306.30
Total 101TOE · Town Office Expense					4,151.71
104ASR · Assessor's Division					
1044426 · Miscellaneous					
Check	04/26/2022	146310	A1 Trophies & Awards	Inv# 17027 Name Badge	8.99
Total 1044426 · Miscellaneous					8.99
1044492 · Dental, Vision & Life Insurance					
Check	04/29/2022	146358	Euclid Managers	Acct 5641581 Monthly Premium	172.54
Check	04/29/2022	146369	Vision Service Plan	Acct# 30070457 Monthly Premium	19.08
Total 1044492 · Dental, Vision & Life Insurance					191.62
Total 104ASR · Assessor's Division					200.61
109YFS · Youth & Family Services					
109ADM · Administration & Clinical					
1094612 · Consulting Fees					
Check	04/29/2022	146337	Vince Walsh-Rock	Inv# 04 YFS Monthly Consulting	300.00
Total 1094612 · Consulting Fees					300.00
1094614 · Printing					
Check	04/29/2022	146367	TTSG Leasing	Inv# 70743 Copy Charges	66.65
Total 1094614 · Printing					66.65
1094617 · Equipment Maintenance					
Check	04/19/2022	146192	De Lage Landen Financial Services	Inv# 75614214 Copier Lease 4/15-5/14	179.06
Total 1094617 · Equipment Maintenance					179.06

Hanover Township Board Audit Report - FY23

April 19 through May 2, 2022

Type	Date	Num	Name	Memo	Amount
1094623 · Travel					
Check	04/29/2022	146370	Gonzalez, Nora C	Mileage Reimbursement April 2022	44.46
Check	04/29/2022	146371	Gomez, Karla L	Mileage Reimbursement April 2022	24.57
Check	04/29/2022	146372	Herrera, Marina	Mileage Reimbursement April 2022	40.37
Total 1094623 · Travel					109.40
1094692 · Dental, Vision & Life Insurance					
Check	04/29/2022	146358	Euclid Managers	Acct 5641581 Monthly Premium	403.23
Check	04/29/2022	146369	Vision Service Plan	Acct# 30070457 Monthly Premium	48.76
Total 1094692 · Dental, Vision & Life Insurance					451.99
Total 109ADM · Administration & Clinical					1,107.10
109OUT · Outreach & Prevention					
1094792 · Dental, Vision & Life Insurance					
Check	04/29/2022	146358	Euclid Managers	Acct 5641581 Monthly Premium	270.44
Check	04/29/2022	146369	Vision Service Plan	Acct# 30070457 Monthly Premium	29.85
Total 1094792 · Dental, Vision & Life Insurance					300.29
Total 109OUT · Outreach & Prevention					300.29
Total 109YFS · Youth & Family Services					1,407.39
Total 1014 · Town Fund - Expenditures					16,050.22
1104 · Aging Services - Expenditures					
1104ADM · Administration					
1104527 · Equipment					
Check	04/19/2022	146208	Wells Fargo Financial Leasing Inc	Inv# 5019692799 Main Copier Lease 4/2-5/1	289.85
Total 1104527 · Equipment					289.85
1104528 · Office Supplies					
Check	04/29/2022	146353	Accurate Office Supply Co	Inv# 568114 Copy Paper/Rubber Bands/Markers	466.65
Total 1104528 · Office Supplies					466.65
1104533 · Printing					
Check	04/29/2022	146355	COTG	Inv# 3540142 Overage Copy Charges - Main	54.44
Total 1104533 · Printing					54.44
1104535 · Travel					
Check	04/29/2022	146344	Conway, Megan A	ASA Conference Meals	37.41
Total 1104535 · Travel					37.41
1104592 · Dental, Vision & Life Insurance					
Check	04/29/2022	146358	Euclid Managers	Acct 5641581 Monthly Premium	244.25

Hanover Township Board Audit Report - FY23

April 19 through May 2, 2022

Type	Date	Num	Name	Memo	Amount
Check	04/29/2022	146369	Vision Service Plan	Acct# 30070457 Monthly Premium	33.20
Total 1104592 · Dental, Vision & Life Insurance					277.45
Total 1104ADM · Administration					1,125.80
1104NUT · Nutrition					
1105551 · Congregate Food					
Check	04/19/2022	146193	Get Fresh Produce, Inc	Congregate Food	608.79
Check	04/26/2022	146318	Get Fresh Produce, Inc	Congregate Food	531.76
Check	04/26/2022	146319	Gordon Food Service	Congregate Food	1,518.67
Check	04/29/2022	146360	Get Fresh Produce, Inc	Congregate Food	605.92
Total 1105551 · Congregate Food					3,265.14
1105553 · Congregate Supplies					
Check	04/19/2022	146193	Get Fresh Produce, Inc	Congregate Supplies	92.15
Check	04/26/2022	146318	Get Fresh Produce, Inc	Congregate Supplies	68.85
Check	04/26/2022	146319	Gordon Food Service	Congregate Supplies	214.88
Check	04/29/2022	146360	Get Fresh Produce, Inc	Congregate Supplies	162.50
Total 1105553 · Congregate Supplies					538.38
1105558 · Home Delivered Meals Food					
Check	04/19/2022	146193	Get Fresh Produce, Inc	HDM Food	508.67
Check	04/26/2022	146318	Get Fresh Produce, Inc	HDM Food	531.78
Check	04/26/2022	146319	Gordon Food Service	HDM Food	1,518.66
Check	04/29/2022	146360	Get Fresh Produce, Inc	HDM Food	605.90
Total 1105558 · Home Delivered Meals Food					3,165.01
1105560 · Home Delivered Meals Supplies					
Check	04/19/2022	146193	Get Fresh Produce, Inc	HDM Supplies	92.05
Check	04/26/2022	146318	Get Fresh Produce, Inc	HDM Supplies	68.85
Check	04/26/2022	146319	Gordon Food Service	HDM Supplies	214.86
Check	04/29/2022	146360	Get Fresh Produce, Inc	HDM Supplies	162.50
Total 1105560 · Home Delivered Meals Supplies					538.26
1105792 · Dental, Vision & Life Insurance					
Check	04/29/2022	146358	Euclid Managers	Acct 5641581 Monthly Premium	44.52
Check	04/29/2022	146369	Vision Service Plan	Acct# 30070457 Monthly Premium	5.30
Total 1105792 · Dental, Vision & Life Insurance					49.82
Total 1104NUT · Nutrition					7,556.61
1104PRO · Enrichment Programs					
1104515 · Programming					
Check	04/19/2022	146194	Giuseppa Crisopulli	In the Kitchen Supplies 4/13	62.28
Check	04/19/2022	146198	JR Media Group	Presentation - Survival Island 5/12/22	225.00

Hanover Township Board Audit Report - FY23

April 19 through May 2, 2022

Type	Date	Num	Name	Memo	Amount
Check	04/19/2022	146204	The Chicago Tour Company	Proj# D-386 Chicago Pizza Lunch & Dinner Cruise 6/28/22	1,500.00
Check	04/29/2022	146342	Giuseppa Crisopulli	In the Kitchen Supplies	72.44
Check	04/29/2022	146349	Ideal Charter, LLC	Motorcoach to Fireside Theater	825.64
Check	04/29/2022	146353	Accurate Office Supply Co	Inv# 568197 Coffee Supplies	49.12
Check	04/29/2022	146353	Accurate Office Supply Co	Inv# 568114 Tea	11.86
Total 1104515 · Programming					2,746.34
1104520 · Volunteer Services					
Check	04/29/2022	146339	Charles Valerio	Home Delivered Meals Mileage Reimbursement April 2022	19.89
Check	04/29/2022	146340	Kathy Lindahl	Home Delivered Meals Mileage Reimbursement April 2022	53.82
Check	04/29/2022	146341	Lana Harvey	Home Delivered Meals Mileage Reimbursement April 2022	15.21
Check	04/29/2022	146343	Perrone, Lisa	Volunteer Reception Supplies	59.96
Check	04/29/2022	146345	Edward Baus	Home Delivered Meals Mileage Reimbursement April 2022	43.47
Check	04/29/2022	146346	Lynn Marinelli	Home Delivered Meals Mileage Reimbursement April 2022	37.44
Check	04/29/2022	146347	Phil Roth	Home Delivered Meals Mileage Reimbursement April 2022	46.80
Total 1104520 · Volunteer Services					276.59
1104526 · Senior Newsletter					
Check	04/29/2022	146350	USPS	Club 59 Newsletter Postage	1,691.85
Total 1104526 · Senior Newsletter					1,691.85
1104892 · Dental, Vision & Life Insurance					
Check	04/29/2022	146358	Euclid Managers	Acct 5641581 Monthly Premium	323.63
Check	04/29/2022	146369	Vision Service Plan	Acct# 30070457 Monthly Premium	15.90
Total 1104892 · Dental, Vision & Life Insurance					339.53
Total 1104PRO · Enrichment Programs					5,054.31
1104SOC · Social Services					
1104519 · Senior Assistance					
Check	04/29/2022	146351	Habitat for Humanity	Client Plumbing Repair	122.00
Total 1104519 · Senior Assistance					122.00
1104564 · Senior Health Ins Program					
Check	04/19/2022	146201	ProxiT Technology Solutions	Inv# 22903 Laptops Purchase - SHIP Grant	1,578.00
Total 1104564 · Senior Health Ins Program					1,578.00
1104992 · Dental, Vision & Life Insurance					
Check	04/29/2022	146358	Euclid Managers	Acct 5641581 Monthly Premium	123.55
Check	04/29/2022	146369	Vision Service Plan	Acct# 30070457 Monthly Premium	10.60
Total 1104992 · Dental, Vision & Life Insurance					134.15
Total 1104SOC · Social Services					1,834.15
1104TRN · Transportation					

Hanover Township Board Audit Report - FY23

April 19 through May 2, 2022

Type	Date	Num	Name	Memo	Amount
1104518 · Vehicle Maintenance					
Check	04/19/2022	146207	Valvoline	Inv# 41896 Oil Change Transit Vans	90.93
Check	04/19/2022	146207	Valvoline	Inv# 42005 Oil Change, Fluid Replacement, Headlight Replacement	205.67
Check	04/19/2022	146207	Valvoline	Inv# 42104 Oil Change, Wiper Replacements	138.52
Check	04/26/2022	146327	Valvoline	Inv# 42339 Oil Change, Air Filter Replacement	69.67
Check	04/29/2022	146361	Kammes Auto & Truck Repair, Inc.	Inv# 137325 Oil Change/Safety Reflectors	327.88
Check	04/29/2022	146368	Ultimate Spray-N-Wash Inc	Inv# 37496 Vehicle Washes (5)	225.00
Total 1104518 · Vehicle Maintenance					1,057.67
1104547 · Dispatch Software					
Check	04/19/2022	146206	Unified Dispatch	Inv# 3205412 Quarterly Call System Support/Maintenance Q2	1,650.00
Check	04/29/2022	146357	Ecolane USA Inc.	Inv# CINV-016714 Annual Dispatch Software Maintenance	10,680.00
Total 1104547 · Dispatch Software					12,330.00
1104692 · Dental, Vision & Life Insurance					
Check	04/29/2022	146358	Euclid Managers	Acct 5641581 Monthly Premium	681.86
Check	04/29/2022	146369	Vision Service Plan	Acct# 30070457 Monthly Premium	21.91
Total 1104692 · Dental, Vision & Life Insurance					703.77
Total 1104TRN · Transportation					14,091.44
Total 1104 · Aging Services - Expenditures					29,662.31
2024 · Human Services - Expenditures					
2024ADM · Administration					
2024202 · Office Supplies					
Check	04/26/2022	146326	Staples	Inv# 3504979037 Copy Paper	79.98
Check	04/26/2022	146326	Staples	Inv# 3504979042 Badge Holders	63.28
Check	04/26/2022	146326	Staples	Inv# 3504979045 Ink	292.52
Total 2024202 · Office Supplies					435.78
2024204 · Equipment					
Check	04/29/2022	146363	Leaf (618-009)	Inv# 13131880 Kyocera Copier Lease - Astor	106.23
Total 2024204 · Equipment					106.23
2024205 · Travel & Training					
Check	04/19/2022	146196	Imperato, Mary Jo	GA Conference Mileage Reimbursement 3/25-4/15	207.68
Check	04/26/2022	146324	Orozco, Laura A	Basset Renewal Certificage Training	14.75
Check	04/26/2022	146324	Orozco, Laura A	Notary Renewal Seal	10.00
Total 2024205 · Travel & Training					232.43
2024511 · Phone and Internet					
Check	04/29/2022	146354	Comcast (898 WS)	Acct 8771100850097898 Monthly Cable/Internet Charges 4/25-5/24	238.51
Total 2024511 · Phone and Internet					238.51

Hanover Township Board Audit Report - FY23

April 19 through May 2, 2022

Type	Date	Num	Name	Memo	Amount
2024592 · Dental, Vision & Life Insurance					
Check	04/29/2022	146358	Euclid Managers	Acct 5641581 Monthly Premium	130.04
Check	04/29/2022	146369	Vision Service Plan	Acct# 30070457 Monthly Premium	10.60
Total 2024592 · Dental, Vision & Life Insurance					140.64
Total 2024ADM · Administration					1,153.59
2024HOM · Home Relief					
2024102 · Rent					
Check	05/01/2022	6037	Michelle Breen	May 2022 Rent	500.00
Check	05/01/2022	6039	Larry Bennett	May 2022 Rent	500.00
Check	05/01/2022	6040	Advantage Properties Chicago	May 2022 Rent	811.49
Check	05/01/2022	6043	Spring Lakes Estates	May 2022 Rent	660.00
Check	05/01/2022	6044	Wintrust Mortgage	May 2022 Rent	975.00
Check	05/01/2022	6045	Cynthia Wheelock	May 2022 Rent	750.00
Total 2024102 · Rent					4,196.49
2024103 · Utilities					
Check	05/01/2022	6036	Com Ed GA Home Relief	Utilities Assistance	58.37
Check	05/01/2022	6041	Com Ed GA Home Relief	Utilities Assistance	61.08
Check	05/01/2022	6042	NICOR GA Home Relief	Utilities Assistance	27.43
Check	05/01/2022	6043	Spring Lakes Estates	Utilities Assistance	56.81
Total 2024103 · Utilities					203.69
2024105 · Personal Essentials					
Check	05/01/2022	6047	Walmart	Personal Essentials (7)	975.00
Total 2024105 · Personal Essentials					975.00
2024106 · Travel Expenses					
Check	05/01/2022	6038	State Farm Salah, Neal	Auto Insurance	24.98
Check	05/01/2022	6046	BP Gas Station	Fuel Assistance Cards	200.00
Total 2024106 · Travel Expenses					224.98
2024119 · Emergency Assistance					
Check	04/22/2022	6034	Old Oak Estates	Emergency Assistance	739.60
Check	04/22/2022	6035	Bartlett Lake Apartments	Emergency Assistance	2,250.00
Total 2024119 · Emergency Assistance					2,989.60
Total 2024HOM · Home Relief					8,589.76
Total 2024 · Human Services - Expenditures					9,743.35
3034 · Road Maintenance - Expenditures					
3034ADM · Administration					
3034711 · Utilities					

Hanover Township Board Audit Report - FY23

April 19 through May 2, 2022

Type	Date	Num	Name	Memo	Amount
Check	04/19/2022	146191	Com Ed 8009 (R&B)	Acct# 7826008009 Monthly Charges/Supply Services	123.57
Check	04/26/2022	146329	Nicor 44	Acct# 44-51-77-1000 8 Monthly Charges 3/17-4/17	561.21
Total 3034711 · Utilities					684.78
3034792 · Dental, Vision & Life Insurance					
Check	04/29/2022	146358	Euclid Managers	Acct 5641581 Monthly Premium	94.82
Check	04/29/2022	146369	Vision Service Plan	Acct# 30070457 Monthly Premium	10.60
Total 3034792 · Dental, Vision & Life Insurance					105.42
Total 3034ADM · Administration					790.20
3034ROD · Road Maintenance					
3034602 · Operating Supplies & Materials					
Check	04/19/2022	146187	Alta Equipment Company	Inv# SP4/47166 Loppers, Chainsaw Blades, Bar Oil	524.14
Check	04/19/2022	146200	Motorola Solutions, Inc.	Inv# 6431220220301 Monthly Radio Fee April 2022	70.00
Check	04/19/2022	146203	Russo Power Equipment	Inv# PIV10382123 Hand Tree Pruner	49.99
Total 3034602 · Operating Supplies & Materials					644.13
3034607 · Contract Work					
Check	04/26/2022	146316	Cleansweep	Inv# PS447759 Bridlewood Street Sweep	800.00
Total 3034607 · Contract Work					800.00
Total 3034ROD · Road Maintenance					1,444.13
303EQM · Equipment					
3034608 · Equipment Purchase					
Check	04/19/2022	146187	Alta Equipment Company	Inv# SP4/47166 Replacement 14" Chainsaw	303.99
Total 3034608 · Equipment Purchase					303.99
Total 303EQM · Equipment					303.99
Total 3034 · Road Maintenance - Expenditures					2,538.32
5054 · Mental Health - Expenditures					
5054ADM · Administration					
5054592 · Dental, Vision & Life Insurance					
Check	04/29/2022	146358	Euclid Managers	Acct 5641581 Monthly Premium	175.62
Check	04/29/2022	146369	Vision Service Plan	Acct# 30070457 Monthly Premium	13.95
Total 5054592 · Dental, Vision & Life Insurance					189.57
Total 5054ADM · Administration					189.57
5054COM · HT Community Resource Center					
5054250 · Building Maintenance					
Check	04/26/2022	146311	Anderson Pest Solutions	Inv# 15068587 Pest Control Maintenance 4/6/22	50.00

Hanover Township Board Audit Report - FY23

April 19 through May 2, 2022

Type	Date	Num	Name	Memo	Amount
Check	04/26/2022	146320	Johnson Controls Security Solutions	Inv# 37223987 Security Monitoring May-July 2022	219.00
Total 5054250 · Building Maintenance					269.00
Total 5054COM · HT Community Resource Center					269.00
5054SVC · Service Contracts					
5054162 · Tide Transportation					
Check	04/29/2022	146331	James Schnur	Tide Refund	422.00
Total 5054162 · Tide Transportation					422.00
5054179 · Challenge Grant Fund					
Check	04/29/2022	146330	Northeast Dupage Family & Youth Service	Challenge Fund - 1st Qtr	4,000.00
Total 5054179 · Challenge Grant Fund					4,000.00
Total 5054SVC · Service Contracts					4,422.00
Total 5054 · Mental Health - Expenditures					4,880.57
7004 · Vehicle Replcmnt - Expenditures					
7004408 · Vehicle Purchase					
Check	04/19/2022	146165	Dupage Honda Yamaha	Light Tower Generator - Squad 9122	5,029.00
Total 7004408 · Vehicle Purchase					5,029.00
Total 7004 · Vehicle Replcmnt - Expenditures					5,029.00
8084 · Capital Projects - Expenditures					
8084414 · Emergency Services Station					
Check	04/22/2022	146304	Illinois Environmental Protection Agency	Tiknis Campus Expansion Storm Water Permit Application	750.00
Check	04/29/2022	146359	FGM Architects	Inv# 21-3142.01-4 ESHQ Architect Fees	4,002.87
Total 8084414 · Emergency Services Station					4,752.87
Total 8084 · Capital Projects - Expenditures					4,752.87
TOTAL					72,656.64

- I. Call to Order/Roll Call: Clerk Dolan Baumer called the Board meeting to order at 7:00 p.m.

Clerk Dolan Baumer called the roll; present were Clerk Dolan Baumer, and Trustees Beattie, Essick, Camacho, and Martinez, and Supervisor McGuire.

Others present were Facilities and Road Maintenance Director Caleb Hanson, Aging Services Director Megan Conway, Human Services Director Mary Jo Imperato, Community Health Director Kristen Smith, Emergency Services Director Mike Crews, Youth and Family Services Clinical Manager Nora Gonzalez, Assistant Administrator Kristin Vana, Administrator James Barr, Administrative Assistant Hailey Match, Graduate Management Intern Micah Chambers, Attorney Mark Kimzey, and Attorney Mike Airdo. Village of Streamwood Trustee Mike Baumer was also present.
- II. Pledge of Allegiance: Supervisor McGuire invited everyone to stand and join him in the Pledge of Allegiance to the Flag.
- III. Town Hall: Supervisor McGuire asked if there was anyone in the audience who had comments to make or questions to ask of the Board. There were no responses. Mr. McGuire closed the Town Hall.
- IV. Reports:
 - A. Supervisor's Report: Supervisor McGuire noted that Mr. Barr is currently at the Village of Bartlett for the annexation issue. The Metropolitan Township Association is meeting on April 27 in Bloomingdale and offering foundation training on April 29. Please wish Director Houdek a speedy recovery.
 - B. Clerk's Report: Clerk Dolan Baumer offered no report.
 - C. Assessor's Report: Assessor Moinuddin was not present.
 - D. Department Reports: Reports were submitted for the Board's review; highlights included Director Conway reported that 120 people attended the Volunteer Recognition this afternoon. Nutrition Services added another route increasing home delivered meals to 120 per day. According to new information, masks are no longer required for bus drivers. In Home Care staff have put in over 100 hours for the new program. Staff had training on native and invasive species, reported Director Hanson, from Thomas Engineering Group. This will help direct staff in clearing non-essential plants from the new property. The Illinois Department of Labor completed its OSHA review of the road division; eight citations were made that are being remediated. Youth and Family Services' event, Hoppin' for Hanover, was a success with over 200 people participating. Screenings for mental health are ongoing at Astor Avenue. Mr. George Rosner will tour the Izaak Walton Center with Assistant Administrator Vana next week in preparation of creation of the story board for the dedication. The IDPH is only recording positive tests going forward; it is up to the community and individuals involved to make decisions on masking, distancing, gathering, etc., reported Director Smith. Director Crews noted that the Township is hooked up to the Hampshire box alarm system for confirmed fires. The partnership with Elgin Police department is expanding to the drone team. He met with students at Elgin Community College to talk about serving on the unit. There has been an uptick in fires in the area as of late. Assistant Administrator Vana reported that the Mental Health Board would meet on April 26. PADS is looking for a new location and is considering a location in Hanover Township. Director Imperato held a successful ITASC meeting in Peoria this past week. The Supervisor's Community Service Awards would be presented on April 30. FEMA approved \$41,000 for personal protective equipment purchases due to COVID 19. Human Resources is starting up lunch and learn events at the Township.

Administrator Barr heard back regarding the state regarding submitting a technical correction to the grant request; the request was not approved for the expansion. Mr. McGuire asked if the Board was unopposed to shifting the grant dollars from building to infrastructure. Trustees Camacho, Essick, Beattie, and Martinez consented to using the funds for infrastructure. Mr. McGuire asked that staff work toward that end.

- V. Bill Paying: Mr. Barr presented the bills for payment from April 12, 2022 through April 18, 2022 as follows:

a.	Town	\$64,749.66
b.	Senior Services	17,222.02
c.	General Assistance	6,181.34
d.	Road Maintenance	1,852.63
e.	Mental Health Board	<u>2,905.47</u>
	Total	<u>\$92,911.12</u>

A motion was made by Trustee Martinez and seconded by Trustee Beattie to approve payment of the bills as presented from April 12, 2022 through April 18, 2022. Roll call: Ayes: Trustees Beattie, Martinez, Camacho, and Essick, and Supervisor McGuire. Nays: None. Motion carried and the bills will be paid.

- VI. Unfinished Business: No unfinished business was discussed.

- VII. New Business:

- A. Executive Session Minutes of March 22, 2022: Clerk Dolan Baumer presented the Executive Session minutes of March 22, 2022 for review and approval. Trustee Beattie moved to table the Executive Session minutes of March 22, 2022 to the next meeting; motion seconded by Trustee Camacho. Roll call: Ayes: Trustees Beattie, Camacho, Martinez, and Essick, and Supervisor McGuire. Nays: None. Motion carried.
- B. Regular Meeting Minutes of April 12, 2022: Clerk Dolan Baumer presented the Board meeting minutes of April 12, 2022 for review and approval. Trustee Essick moved to approve the Board meeting minutes of April 12, 2022 as presented; motion seconded by Trustee Martinez. Roll call: Ayes: Trustees Beattie, Camacho, Martinez, and Essick, and Supervisor McGuire. Nays: None. Motion carried.
- C. Resolution to Approve the Engagement Letter with Chapman and Cutler, LLP: Trustee Beattie moved to approve resolution #041922 for approval of an engagement letter with Chapman and Cutler LLP as bond counsel for the certificates Debt Certificates Series 2022. Fees would be billed on a transactional basis and extra charges billed separately, all to be paid at closing. Motion seconded by Trustee Camacho. Roll call: Ayes: Trustees Beattie, Martinez, Camacho, and Essick, and Supervisor McGuire. Nays: None. Motion carried.

- VIII. Executive Session: No motion to go into Executive Session was made.

- XI. Other Business: Administrator Barr and Mr. Kimzey arrived at 7:26 p.m. Mr. Barr reported that the Village of Bartlett approved the annexation by consent agenda.

Trustee Beattie moved that the Board meeting on May 2 instead of May 3, due to business that needs to be conducted; motion seconded by Trustee Martinez. Roll call: Ayes: Trustees Beattie, Martinez, Camacho, and Essick, and Supervisor McGuire. Nays: None. Motion carried.

A resolution to recognize the 100-year history of the Izaak Walton League of America was presented for review and approval. Trustee Essick moved that the Board approve recognition of the Izaak Walton

Minutes of a Meeting of the Hanover Township Board

Tuesday, April 19, 2022

Page 3

League of America. Trustee Beattie seconded the motion. Roll call: Ayes: Trustees Beattie, Martinez, Camacho, and Essick, and Supervisor McGuire. Nays: None. Motion carried.

- IX. Adjournment: There being no further business to come before this Board, a motion to adjourn at 7:31 p.m. was made by Trustee Martinez and seconded by Trustee Camacho, followed by a roll call vote. Roll call: Ayes: Trustees Beattie, Martinez, and Essick, and Supervisor McGuire. Nays: None. Motion carried and the meeting was adjourned.

Respectfully submitted,



Katy Dolan Baumer
Clerk

Copy: Supervisor, Administrator, Attorney, (4) Trustees, and Assessor, Aging Services, Human Services, Y&F Services, Community Affairs



RESOLUTION

Declaring May as Older Americans Month in Hanover Township

WHEREAS, the Hanover Township Board of Trustees, does hereby find as follows:

WHEREAS, Hanover Township includes 13,212 older Americans who contribute their strength, wisdom, and experience to the community; and

WHEREAS, Hanover Township benefits when people of all ages, abilities, and backgrounds are welcome, included and supported; and

WHEREAS, Hanover Township recognizes the need to create a community that provides the services and supports older Americans need to thrive and live independently for as long as possible; and

WHEREAS, Hanover Township can work to build an even better community for our older resident by planning programs that encourage independence, ensuring activities are responsive to individual needs and preferences, and increasing access to services that support aging in place; and

WHEREAS, Hanover Township is committed to supporting the physical, cognitive, and mental health of older adult residents; and

WHEREAS, Hanover Township provides opportunities for engagement, volunteerism and socialization at the Senior Center and virtually; and

WHEREAS, the mission of Hanover Township Aging Services is *Enriching Lives, Fostering Friendships, Promoting Independence*.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Hanover Township Board of Trustees, Cook County, Illinois, that the month of May is Older Americans Month in Hanover Township.

Dated: May 2, 2022

In Witness Whereof, we have hereunto set our hands and caused the seal of Hanover Township to be affixed hereto.

Trustee Alisa "Lee" Beattie

Supervisor Brian P. McGuire

Trustee Denise Camacho

Clerk Katy Dolan Baumer

Trustee Craig Essick

Trustee Eugene N. Martinez

*Seal of
Hanover
Township*

RESOLUTION NO. _____

**A RESOLUTION
TO APPROVE A FINANCING COMMITMENT BY
BARRINGTON BANK & TRUST COMPANY**

BE IT RESOLVED by the Supervisor and the Board of Trustees (collectively, the “Board”) of Hanover Township (the “Township”), Cook County, Illinois, as follows:

SECTION ONE: APPROVAL. The Commitment to Finance an Emergency Services Center (the “Financing Commitment”) presented to Hanover Township on April 14, 2022, by the Barrington Bank & Trust Company, a copy of which is appended hereto and expressly incorporated herein by this reference, setting forth the terms and conditions of the Barrington Bank & Trust Company’s commitment to finance the construction by the Township of an Emergency Services Station, as provided more fully therein, is hereby approved.

SECTION TWO: AUTHORIZATION. The Township Supervisor and Township Clerk of Hanover Township are hereby authorized to sign and attest, respectively, the Financing Commitment on behalf of Hanover Township.

SECTION THREE: SEVERABILITY. If any section, paragraph, or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions of this Resolution.

SECTION FOUR: REPEALER. All prior Ordinances and Resolutions in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

SECTION FIVE: **EFFECTIVE DATE.** This Resolution shall be in full force and effect upon its passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: May 2, 2022

APPROVED: May 2, 2022

Brian P. McGuire, Township Supervisor

ATTEST:

Katy Dolan Baumer, Township Clerk

C E R T I F I C A T I O N

I, the undersigned, do hereby certify that I am the Township Clerk of Hanover Township, Cook County, Illinois, and that the foregoing is a true, complete, and exact copy of Resolution _____, enacted on May 2, 2022, and approved on May 2, 2022, as the same appears from the official records of Hanover Township.

Katy Dolan Baumer, Township Clerk

**Commitment to Finance an Emergency Services Center
Presented to the Hanover Township
April 14, 2022
By The Barrington Bank & Trust Company**

The Loan: Up to \$3,000,000 General Obligation Debt Certificates to finance the construction of an Emergency Services Center and pay issuance costs.

Security: The Certificates will be a general obligation of the Township payable from all available funds. There is no statutory authority for the levy of a separate tax in addition to other taxes of the Township or the levy of a special tax to pay principal and interest due on the Loan.

Maturity/

Amortization: Principal will be payable via 20 essentially level semi-annual payments on dates to be determined over a period not to exceed 10 years from the funding date. Attached is an illustrative amortization schedule assuming a June 1, 2022 funding and payments on June 1 and December 1, commencing December 1, 2022 and maturing June 1, 2032.

Principal may be prepaid at any time without penalty.

Interest: We contemplate offering two interest rate options for setting the interest rate:

Taxable: A 10-year fixed rate to be determined shortly before funding. Under current market conditions, the Taxable Rate would be 3.70%.

Tax-Exempt: If the Township presents the Bank with an opinion of Bond Counsel that interest on the Loan is Bank Qualified federal tax-exempt, we are prepared to offer a lower 10-year fixed rate that would be determined shortly before funding. Under current market conditions, the rate would be 3.00%.

Issuance Costs: The Bank currently contemplates charging no upfront fees for the Loan. We expect that upfront costs will be limited to fees for bond counsel.

Legal: The Bank will require the Township to engage as Bond Counsel, at the Township's cost, with recognized municipal bond expertise to draft an ordinance/resolution authorizing issuance of the Debt Certificates and other documentation typically required for this type of financing and furnish the Bank with an opinion at closing that the Loan is a binding general obligation of the Township, under present law interest on the Loan is federal tax-exempt, and that the Loan is a "qualified tax-exempt obligation" under Section 265(b)(3) of the Internal Revenue Service Code of 1986, as amended.

Chapman and Cutler LLP has reviewed this proposal and has offered to serve as Bond Counsel for this Loan for a fee of \$9,500.

Barrington Bank & Trust Company's Commitment Dated April 14, 2022 to Finance an Emergency Services Center

We do not anticipate engaging bank counsel, provided that Bank staff is permitted to pose questions to Bond Counsel. The Bank would expect the Township to reimburse the Bank for the cost of bank counsel, if it engages one. We will notify the Township prior to engaging counsel and will seek to cap this cost at a reasonable level if we do.

Expiration: Unless extended in writing by the Bank, this Commitment will expire on the earlier of May 6, 2022, if it has not been accepted in writing by the Township or June 7, 2022 if the Certificates have not funded.

Accepted by: _____

Printed Name: _____

Title: _____

Date: _____

Barrington Bank & Trust Company's Commitment Dated April 14, 2022 to Finance an Emergency Services Center

Hanover Township

Debt Certificates, Series 2022

Illustrative Amortization Based on Market Conditions as of 4/14/2022

Parameters:

Facility:	Debt Certificates to finance the construction of an emergency services center and pay issuance costs.					
Amount:	3,000,000.00			3,000,000.00		
Term:	10-years			10-years		
Assumed Closing:	6/1/2022					
Amortization	20 level semi-annual payments			10-years		
Indicative Interest Rate:	Tax-Exempt: 3.000% Bank Qualified			Taxable: 3.700%		
Indicative Annual Debt Service	349,474.42	Semi-Annual	174,737.21	361,650.18	Semi-Annual	180,825.09
			0.00			0.00

Illustrative Amortization Schedules

Principal Payment	Tax-Exempt				Taxable			
	Principal	Interest	Debt Service	Ending Balance	Principal	Interest	Debt Service	Ending Balance
12/1/2022	129,737.21	45,000.00	174,737.21	2,870,262.79	125,325.09	55,500.00	180,825.09	2,874,674.91
6/1/2023	131,683.27	43,053.94	174,737.21	2,738,579.52	127,643.60	53,181.49	180,825.09	2,747,031.31
12/1/2023	133,658.52	41,078.69	174,737.21	2,604,921.00	130,005.01	50,820.08	180,825.09	2,617,026.29
6/1/2024	135,663.39	39,073.82	174,737.21	2,469,257.61	132,410.10	48,414.99	180,825.09	2,484,616.19
12/1/2024	137,698.35	37,038.86	174,737.21	2,331,559.26	134,859.69	45,965.40	180,825.09	2,349,756.50
6/1/2025	139,763.82	34,973.39	174,737.21	2,191,795.44	137,354.59	43,470.50	180,825.09	2,212,401.91
12/1/2025	141,860.28	32,876.93	174,737.21	2,049,935.16	139,895.65	40,929.44	180,825.09	2,072,506.25
6/1/2026	143,988.18	30,749.03	174,737.21	1,905,946.98	142,483.72	38,341.37	180,825.09	1,930,022.53
12/1/2026	146,148.01	28,589.20	174,737.21	1,759,798.98	145,119.67	35,705.42	180,825.09	1,784,902.85
6/1/2027	148,340.23	26,396.98	174,737.21	1,611,458.75	147,804.39	33,020.70	180,825.09	1,637,098.47
12/1/2027	150,565.33	24,171.88	174,737.21	1,460,893.42	150,538.77	30,286.32	180,825.09	1,486,559.70
6/1/2028	152,823.81	21,913.40	174,737.21	1,308,069.61	153,323.74	27,501.35	180,825.09	1,333,235.96
12/1/2028	155,116.17	19,621.04	174,737.21	1,152,953.45	156,160.22	24,664.87	180,825.09	1,177,075.74
6/1/2029	157,442.91	17,294.30	174,737.21	995,510.54	159,049.19	21,775.90	180,825.09	1,018,026.55
12/1/2029	159,804.55	14,932.66	174,737.21	835,705.99	161,991.60	18,833.49	180,825.09	856,034.95
6/1/2030	162,201.62	12,535.59	174,737.21	673,504.37	164,988.44	15,836.65	180,825.09	691,046.51
12/1/2030	164,634.64	10,102.57	174,737.21	508,869.72	168,040.73	12,784.36	180,825.09	523,005.78
6/1/2031	167,104.16	7,633.05	174,737.21	341,765.56	171,149.48	9,675.61	180,825.09	351,856.29
12/1/2031	169,610.73	5,126.48	174,737.21	172,154.83	174,315.75	6,509.34	180,825.09	177,540.55
6/1/2032	172,154.83	2,582.32	174,737.16	0.00	177,540.54	3,284.50	180,825.05	0.00
	3,000,000.00	494,744.15	3,494,744.15		3,000,000.00	616,501.76	3,616,501.76	

Based on market conditions as of 4/14/2022. Subject to change with evolving market conditions.

RESOLUTION NO. _____

**A RESOLUTION
TO APPROVE A PROFESSIONAL SERVICES AGREEMENT
WITH THOMAS ENGINEERING GROUP, LLC**

BE IT RESOLVED by the Supervisor and Board of Trustees of Hanover Township, Cook County, Illinois, as follows:

SECTION ONE: APPROVAL. The Professional Services Agreement (the “Agreement”) between Hanover Township (the “Township”) and Thomas Engineering Group, LLC (the “Consultant”), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

SECTION TWO: AUTHORIZATION. The Township Supervisor and the Township Clerk of Hanover Township are authorized to sign and attest, respectively, the Agreement on behalf of Hanover Township.

SECTION THREE: SEVERABILITY. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

SECTION FOUR: REPEALER. All prior Ordinances and Resolutions in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

SECTION FIVE: **EFFECTIVE DATE.** This Resolution shall be in full force and effect upon its passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: May 2, 2022

APPROVED: May 2, 2022

Brian P. McGuire, Township Supervisor

ATTEST:

Katy Dolan Baumer, Township Clerk

C E R T I F I C A T I O N

I, the undersigned, do hereby certify that I am the Township Clerk of Hanover Township, Cook County, Illinois, and that the foregoing is a true, complete, and exact copy of Resolution _____, enacted on May 2, 2022, and approved on May 2, 2022, as the same appears from the official records of Hanover Township.

Katy Dolan Baumer, Township Clerk

**HANOVER TOWNSHIP
PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement ("Agreement") is entered into this ___ day of May 2022, by and between Thomas Engineering Group, LLC ("Design Professional"), and Hanover Township ("Township") (collectively, the "Parties").

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Agreement, the Parties hereby agree as follows:

1. Understanding of Project. The project ("Project") is to consist of Phase 3 Construction Engineering Services for the Hanover Township William Tiknis Campus Expansion, as more fully described in Design Professional's Proposal ("Proposal"), attached hereto as "Exhibit A." In the event of any conflict between the terms and conditions of this Agreement and the Proposal, the most stringent and demanding requirements shall control.

2. Representations of Design Professional. Design Professional represents that it is financially solvent, has the necessary financial resources, and is sufficiently experienced and competent to perform and complete the services ("Services") set forth in the Proposal in a manner consistent with the standards of professional practice by recognized firms providing services of a similar nature.

3. Scope of Services. Design Professional shall perform and complete the Services pursuant to the terms and conditions of this Agreement.

4. Commencement; Time of Performance. Design Professional shall commence the Services immediately upon receipt of written notice from Township that this Agreement has been fully executed by the Parties ("Commencement Date"). Design Professional shall diligently and continuously prosecute the Services until the completion of the Services or upon the termination of this Agreement by Township, but in no event later than December 1, 2022 ("Time of Performance"). Township may modify the Time of Performance at any time upon fifteen (15) days prior written notice to Design Professional.

5. Reporting. Design Professional shall regularly report to the Township Administrator, or his designee, regarding the progress of the Project and the Services during the term of this Agreement.

6. Compensation and Method of Payment.

A. Contract Sum. The total amount paid by Township to Design Professional for the Services pursuant to this Agreement shall not exceed \$152,666.10 ("Contract Sum"), as set forth in the Proposal. No claim for additional compensation shall be valid unless made in accordance with Sections 6(D) or 6(E) of this Agreement.

B. Invoices and Payment. Design Professional shall submit invoices in an approved format to Township for costs incurred by Design Professional in performing the Services. The amount billed in each invoice for the Services shall be based solely upon the fixed fees and/or rates set forth in the Proposal. The final pay request by Design Professional shall include, without limitation: (i) all final waivers of lien; and (ii) all final certified payrolls, as required. Township shall pay invoice amounts to Design Professional in accordance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/2 *et seq.*

C. Records. Design Professional shall maintain records showing actual time devoted and costs incurred and shall permit Township to inspect and audit all data and records of Design Professional for work done pursuant to this Agreement. The records shall be made available to Township at reasonable times during the term of this Agreement and for one year after the termination of this Agreement.

D. Claim in Addition to Contract Sum. Design Professional shall provide written notice to Township of any claim for additional compensation as a result of action taken by Township, within fifteen (15) days after the occurrence of such action. Design Professional acknowledges and agrees that: (a) the provision of such written notice shall not be deemed or interpreted as entitling Design Professional to any additional compensation; and (b) any changes in the Contract Sum shall be valid only upon written amendment pursuant to Section 23(A) of this Agreement. Regardless of the decision of Township relative to a claim submitted by Design Professional, Design Professional shall proceed with all of the work required to complete the Services under this Agreement, as determined by Township, without interruption.

E. Additional Services. Design Professional acknowledges and agrees that Township shall not be liable for any costs incurred by Design Professional in connection with any services provided by Design Professional that are outside the scope of this Agreement ("Additional Services"), regardless of whether such Additional Services are requested or directed by Township, except upon the prior written consent of Township.

F. Taxes, Benefits, and Royalties. Each payment by Township to Design Professional includes all applicable federal, state, and Township taxes of every kind and nature applicable to the Services, as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits, and all costs, royalties, and fees arising from the use on, or the incorporation into, the Services of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claims or rights to claim additional compensation by reason of the payment of any such tax, contribution, premium, cost, royalty, or fee are hereby waived and released by Design Professional.

G. Final Acceptance. The Services, or, if the Services are to be performed in separate phases, each phase of the Services, shall be considered complete on the date of final written acceptance by Township of the Services or each phase of the Services, as the case may be, which acceptance shall not be unreasonably withheld or delayed.

7. Personnel; Subcontractors.

A. Key Project Personnel. The Key Project Personnel identified in the Proposal shall be primarily responsible for carrying out the Services on behalf of Design Professional. The Key Project Personnel shall not be changed without Township's prior written approval.

B. Availability of Personnel. Design Professional shall provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement. Design Professional shall notify Township as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Key Project Personnel. Design Professional shall have no claim for damages and shall not bill Township for additional time and materials charges as the result of any portion of the Services

which must be duplicated or redone due to such termination or for any delay or extension of the Time of Performance as a result of any such termination, reassignment, or resignation.

C. Approval and Use of Subcontractors. Design Professional shall perform the Services with its own personnel and under the management, supervision, and control of its own organization, unless otherwise approved in advance by Township in writing. All subcontractors and subcontracts used by Design Professional shall be acceptable to, and approved in advance by, Township. Township's approval of any subcontractor or subcontract shall not relieve Design Professional of full responsibility and liability for the provision, performance, and completion of the Services as required by this Agreement. All Services performed under any subcontract shall be subject to all of the provisions of this Agreement in the same manner as if performed by employees of Design Professional. For purposes of this Agreement, the term "Design Professional" shall be deemed also to refer to all subcontractors of Design Professional, and every subcontract shall include a provision binding the subcontractor to all provisions of this Agreement.

D. Removal of Personnel and Subcontractors. If any personnel or subcontractor fails to perform the Services in a manner satisfactory to Township and consistent with commonly accepted professional practices, Design Professional shall immediately upon notice from Township remove and replace such personnel or subcontractor. Design Professional shall have no claim for damages, for compensation in excess of the amount contained in this Agreement, or for a delay or extension of the Time of Performance as a result of any such removal or replacement.

8. Confidential Information.

A. Confidential Information. The term "Confidential Information" shall mean information in the possession or under the control of Township relating to the technical, business, or corporate affairs of Township; Township property; user information, including, without limitation, any information pertaining to usage of Township's computer system, including and without limitation, any information obtained from server logs or other records of electronic or machine readable form; and the existence of, and terms and conditions of, this Agreement. The term Confidential Information shall not include information that can be demonstrated: (1) to have been rightfully in the possession of Design Professional from a source other than Township prior to the time of disclosure of such information to Design Professional pursuant to this Agreement ("Time of Disclosure"); (2) to have been in the public domain prior to the Time of Disclosure; (3) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Agreement on the part of Design Professional or Township; or (4) to have been supplied to Design Professional after the Time of Disclosure without restriction by a third party who is under no obligation to Township to maintain such information in confidence.

B. No Disclosure of Confidential Information by Design Professional. Design Professional acknowledges that it shall, in performing the Services for Township under this Agreement, have access, or be directly or indirectly exposed, to Confidential Information. Design Professional shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without the express prior written consent of Township. Design Professional shall use reasonable measures at least as strict as those Design Professional uses to protect its own confidential information. Such measures shall include, without limitation, requiring employees and subcontractors of Design Professional to execute a non-disclosure agreement before obtaining access to Confidential Information.

9. Standard of Services, Indemnification, and Insurance.

A. Representation and Certification of Services. Design Professional represents and certifies that the Services shall be performed in accordance with the standards of professional practice, care, skill, and diligence practiced by recognized members of Design Professional's profession in performing services of a similar nature in existence at the Time of Performance. The representations and certifications expressed shall be in addition to any other representations and certifications expressed in this Agreement, or expressed or implied by law, which are hereby reserved unto Township.

B. Indemnification. Design Professional agrees to waive any and all rights of contribution against Township and shall indemnify, defend, and hold harmless Township, the Township Supervisor and Board of Trustees, and their respective officials, officers, employees, volunteers, agents, representatives, successors, and assigns (individually, an "Indemnified Party" and, collectively, the "Indemnified Parties"), from and against any and all claims, lawsuits, actions, causes of action, demands, injuries, deaths, damages, losses, penalties, fines, obligations, liabilities, judgments, liens, lien rights, expenses, costs, and fees, including, but not limited to, attorneys' fees and expenses, court costs, settlement judgments, prejudgment interest, and post-judgment interest (collectively, "Claims"), which arise out of or in any way relate to the following: (a) Design Professional's performance of, or failure to perform, the Services, the Additional Services, or any part thereof; (b) the actual or alleged acts, errors, or omissions of Design Professional or its officials, officers, employees, volunteers, agents, representatives, contractors or subcontractors of any tier, successors, or assigns, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable (collectively, "Design Professional's Agents"); (c) Design Professional's breach of any of its obligations under, or Design Professional's default of, any provision of this Agreement, including, but not limited to, the representations and certifications set forth in Section 9(A) of this Agreement, infringement of any patent, trademark, or copyright, or violation of any law, ordinance, order or decree; except to the extent it has been finally adjudicated by a court of competent jurisdiction, evidenced by a final non-appealable order, that the Claim was caused by the negligence of an Indemnified Party. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation to indemnify, defend, or hold harmless which would otherwise exist as to any party or person under this Agreement

In the event an Indemnified Party is subject to any Claim, Design Professional shall, at its sole cost and expense, appear, defend, and pay any and all judgment, expenses, costs, and fees, including, but not limited to, attorneys' fees and expenses and court costs, arising therefrom or incurred in connection therewith. The obligations in this paragraph are binding on Design Professional without regard to whether or not such Claim is alleged to have been caused in whole or in part by the act, omission, or negligence of any Indemnified Party. The Indemnified Parties shall have the right to retain their own counsel in connection with such Claim, without relieving Design Professional of its obligations under this Section 9(B). Design Professional shall also assume the investigation, defense, and expense of all such Claims, or, in the event that an Indemnified Parties assumed the investigation or defense of any Claim, Design Professional shall indemnify such Indemnified Parties for all related costs as they are incurred. Any settlement must be made only with the prior written consent of an Indemnified Party if the settlement requires any action on the part of that Indemnified Party.

The indemnification and defense obligations in this Agreement shall not be limited by any insurance protection required of Design Professional herein or otherwise provided by Design Professional. To the extent permitted by law, Design Professional waives any limits to the amount

of its obligations to defend, indemnify, hold harmless, or contribute to any sums due under any Claims, including any Claim by any employee of Design Professional, that may be subject to the Workers Compensation Act, 820 ILCS 305/1 *et seq.*, or any other related law or judicial decision, such as *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991). Township, however, does not waive any limits it may have on its liability under the Worker's Compensation Act, the Illinois Pension Code, any other statute, or any judicial decision. Nothing in this Section 9(B) shall be construed to represent an express and/or implied waiver of any common law or statutory privileges, immunities, protections, or defenses granted or otherwise available to Township as to any liability whatsoever, and all such privileges and immunities are expressly reserved. The indemnification and defense obligations in this Agreement shall survive the expiration and/or termination of this Agreement.

C. Insurance.

i. Required Coverages. Design Professional shall procure and maintain for the duration of the Services and Additional Services insurance Workers' Compensation and Employers Liability Insurance, Commercial General Liability Insurance, and Automobile Insurance in the types and in the amounts of not less than as follows:

Workers Compensation and Employees Liability Insurance:

State:	Statutory
Federal:	Statutory
Employer's Liability:	\$500,000.00 per accident \$500,000.00 disease, policy limit \$500,000.00 disease, each employee

Commercial General Liability Insurance ("CGL"):

\$2,000,000.00	General Aggregate per Project
\$1,000,000.00	Products Completed Operations Aggregate
\$1,000,000.00	Each Occurrence

CGL insurance shall cover liability arising from the Services and Additional Services, including activities performed by or on behalf of Design Professional; premises owned, leased, or used by Design Professional; operations; administration of the work; independent contractors; subcontractors; vendors and suppliers; products-completed operations; personal injury and advertising injury; and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). There shall be no endorsement or modification of the CGL insurance limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

Commercial Automobile Liability Insurance ("CAL"):

Property Damage:	\$1,000,000.00 per occurrence
Bodily Injury:	\$1,000,000.00 per person \$1,000,000.00 per accident

CAL insurance shall cover liability arising out of "Any Auto" including owned, hired, and non-owned autos. If necessary, the policy shall be endorsed to cover liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Professional Liability Insurance:

\$2,000,000.00

Per wrongful act or failure to perform professional services

When Professional Liability Insurance policies are renewed or replaced, the policy retroactive date must coincide with, or precede, the start of services on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

Umbrella Excess Liability:

\$1,000,000.00

Over Primary Insurance Limit

ii. **Additional Insured.** The required insurance coverages, with the exception of Workers Compensation, shall name Township and the Township Supervisor and Board of Trustees, its respective officers, officials, employees, volunteers, agents, successors, and/or assigns (collectively, the "Additional Insured") as insured. These insurance coverages shall be primary and non-contributory with respect to any other insurance or self-insurance afforded to the Additional Insured and shall not require exhaustion of any other coverage or tender of any claim or action to any other insurer providing coverage to any of the Additional Insured. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insured, or any of them. If Design Professional maintains broader coverage and/or higher limits than the minimums shown above, the Additional Insured requires and should be entitled to the broader coverage and/or higher limits maintained by Design Professional. Any endorsement or policy provision which limits contractual liabilities shall be deleted in its entirety. If the Additional Insured have not been included as an insured under the Commercial General Liability, Commercial Auto Liability, and Umbrella Excess Liability Insurance coverages required herein, Design Professional waives all rights against each Additional Insured, for recovery of damages arising out of or related to the Services or Additional Services.

iii. **Acceptability of Insurers.** Insurance shall be provided by insurance companies licensed to do business in the State of Illinois with a policy holder rating of not less than A and a financial rating of not less than VII in the latest edition of Best Insurance Guide. Upon written request from the Township Administrator, Design Professional must supply certified copies of the requested insurance policies within ten (10) days.

iv. **Evidence of Insurance.** Prior to beginning work, Design Professional shall furnish Township with a certificate(s) of insurance and applicable policy endorsement(s), including, but not limited to, all additional insured endorsements required herein, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. All certificates shall provide for thirty (30) days' written notice to Township prior to the cancellation or material change of any insurance referred to therein. Written notice to Township shall be by certified mail, return receipt requested. Failure of Township to demand such certificate, endorsement, or other evidence of full compliance with these insurance requirements or failure of Township to identify a deficiency from evidence that is provided shall not be construed as a waiver of Design Professional's obligation to maintain such insurance. Township shall have the right, but not the obligation, of prohibiting Design Professional or any subcontractor of any tier from entering Township properties until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Township. Failure to maintain the required insurance may result in

termination of this Agreement at the option of Township. With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to Township whenever requested.

v. Cross-Liability Coverage. If Design Professional's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

vi. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to Township. At the option of Township, Design Professional may be asked to eliminate such deductibles or self-insured retentions as respects the Additional Insured or required to procure a bond guaranteeing payment of losses and other related costs, including, but not limited to, investigations, claim administration, and defense expenses.

vii. No Waiver of Subrogation Rights. Township shall not, in any manner, be deemed or intended to have waived any right of subrogation which either it and/or its insurance carrier and/or risk pool provider, risk management agency, and/or insurance company providing excess coverage on behalf of the any of them may have against any Design Professional, for any property injury, death, or other damage caused by Design Professional and/or any of its subcontractors of any tier, or any of their respective employees, agents, consultants, officers, directors, limited or general partners, and/or otherwise arising out of the Services or Additional Services.

viii. Failure to Comply with Insurance Reporting Provisions. All insurance required of Design Professional shall provide that any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Additional Insured, or any of them.

ix. Insurance Requirements Cannot Be Waived. Under no circumstances shall Township and/or any of the Additional Insured be deemed to have waived any of the insurance requirements herein by any action or omission, including, but not limited to: (a) allowing any work to commence by Design Professional before receipt of Certificates of Insurance; (b) failing to review any Certificates of Insurance received; (c) Failing to advise Design Professional that any Certificate of Insurance fails to contain all the required insurance provisions, or is otherwise deficient in any manner; and/or (d) issuing any payment without receipt of a sworn certification from Design Professional stating that all the required insurance is in force. Design Professional agrees that the obligation to provide the insurance required herein is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by Township and/or any of the other Additional Insured.

x. Liability of Design Professional not Limited by Insurance. Nothing herein contained in these insurance requirements is to be construed as limiting the liability of Design Professional and/or its respective insurance carriers. Township and the Additional Insureds do not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Additional Insured, or any of them, Design Professional, or any subcontractor's interest or liabilities, but are merely minimums. Any obligation of Design Professional to purchase insurance shall not, in any way, limit their obligations to the Additional Insured in the event that the Additional Insured, or any of them, should suffer an injury or loss in excess of the amount recovered through insurance, or any loss or portion of the loss which is not covered by Design Professional's insurance.

xi. Notice of Personal Injury or Property Damage. Design Professional shall notify Township, in writing, of any actual or possible claim for personal injury or property damage relating to the work, or of any occurrence which might give rise to such a claim, promptly upon obtaining first knowledge of same.

xii. Subcontractors. Design Professional shall cause each subcontractor employed by Design Professional to purchase and maintain insurance of not less than the types and amounts specified above. When requested by Township, Design Professional shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

D. No Personal Liability. No elected or appointed official or employee of Township shall be personally liable, in law or in contract, to Design Professional as the result of the execution of this Agreement.

E. Mutual Waiver. To the fullest extent permitted by law, Design Professional and Township waive against each other and the other's officials, officers, employees, volunteers, agents, representatives, successors, and assigns any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement.

10. Relationship of the Parties. It is understood, acknowledged, and agreed by the Parties that the relationship of Design Professional to Township arising out of this Agreement shall be that of an independent contractor. Neither Design Professional, nor any employee or agent of Design Professional, is an employee, partner, joint venturer, and/or agent of Township, and, therefore, is not entitled to any benefits provided to employees of Township. Design Professional has no authority to employ/retain any person as an employee or agent for or on behalf of Township for any purpose. Neither Design Professional nor any person engaging in any work or services related to this Agreement at the request or with the actual or implied consent of Design Professional may represent himself to others as an employee of Township. Should any person indicate to Design Professional or any employee or agent of Design Professional by written or oral communication, course of dealing or otherwise, that such person believes Design Professional to be an employee or agent of Township, Design Professional shall use its best efforts to correct such belief. In ordering or accepting delivery of or paying for any goods or services, Design Professional shall do so in Design Professional's own business.

11. Conflict of Interest. Design Professional represents and certifies that, to the best of its knowledge: (1) no elected or appointed Township official, employee, or agent has a personal financial interest in the business of Design Professional or in this Agreement or has personally received payment or other consideration for this Agreement; (2) as of the date of this Agreement, neither Design Professional nor any person employed or associated with Design Professional has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither Design Professional nor any person employed by or associated with Design Professional shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

12. No Collusion. Design Professional represents and certifies that Design Professional is not barred from contracting with a unit of state or local government as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue, unless Design Professional is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-

42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11- 42.1-1 *et seq.*; or (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.* Design Professional represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to Township prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Design Professional has, in procuring this Agreement, colluded with any other person, firm, or corporation, then Design Professional shall be liable to Township for all loss or damage that Township may suffer, and this Agreement shall, at Township's option, be null and void.

13. Compliance with Laws. Design Professional shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including, without limitation: any applicable prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* Design Professional shall also comply with all conditions of any federal, state, or local grant received by Township or Design Professional with respect to this Agreement or the Services. Further, Design Professional shall have a written sexual harassment policy in compliance with Section 2-105 of the Illinois Human Rights Act. Design Professional shall be solely liable and shall indemnify, defend, and hold harmless the Indemnified Parties from and against any and all Claims that may arise, or be alleged to have arisen, out of or in connection with Design Professional's or Design Professional's Agents' performance of, or failure to perform, the Services, the Additional Services, or any part thereof. Every provision of law required by law to be inserted into this Agreement shall be deemed to be inserted herein.

14. Illinois Prevailing Wage Act. All laborers, mechanics, and other workers employed by Design Professional and by any subcontractor(s) performing the Services, the Additional Services, or any part thereof shall be paid wages (*i.e.*, hourly cash wages plus fringe benefits) at rates not less than those required under the Illinois Prevailing Wage Act ("Act"), 820 ILCS 130/01 *et seq.* ("Prevailing Wages"). Design Professional and all subcontractor(s) shall comply with all regulations issued pursuant to the Act and other applicable federal, state, and local laws and regulations pertaining to labor standards with the most stringent laws and regulations controlling.

Design Professional agrees and stipulates that the prevailing rate of wages are revised by the Illinois Department of Labor and are available on the Illinois Department of Labor's official website. Design Professional shall notify immediately in writing all its subcontractors of all changes in the schedule of Prevailing Wages. Design Professional shall include in each of its subcontracts a written stipulation that not less than the Prevailing Wages shall be paid to all laborers, mechanics, and other workers performing the Services, the Additional Services, or any part thereof under this Agreement and shall require each of its subcontractors of every tier to include said stipulation regarding payment of Prevailing Wages.

Any increase in costs to Design Professional due to changes in the Prevailing Wages or labor law during the term of any contract and/or sub-contract of any tier shall be at the expense

of Design Professional and not at the expense of Township. Design Professional shall be solely responsible to maintain accurate records as required by applicable federal and state law, with the most stringent requirements controlling, and shall be solely liable for paying the difference between Prevailing Wages and any wages actually received by laborers, mechanics, or other workers performing the Services, the Additional Services, or any part thereof and for ensuring strict compliance with the requirements of the above mentioned Act, including, but not limited to, providing certified payrolls to Township in accordance with said applicable laws.

15. Illinois Freedom of Information Act. Design Professional agrees to maintain, without charge to Township, all records, and documents for projects of Township in compliance with the Freedom of Information Act, 5 ILCS 140/1 *et seq.* In addition, Design Professional shall produce records which are responsive to a request received by Township under the Freedom of Information Act, so that Township may provide records to those requesting them within the time frames required. If additional time is necessary to compile records in response to a request, then Design Professional shall so notify Township, and, if possible, Township shall request an extension so as to comply with the Act. In the event Township is found to have not complied with the Freedom of Information Act due to Design Professional's failure to produce documents or otherwise appropriately respond to a request under the Act, Design Professional shall indemnify, defend, and hold harmless the Indemnified Parties from and against any and all Claims that may arise, or be alleged to have arisen, out of or in connection with such failure, and pay all amounts determined to be due, including, but not limited to, fines, costs, attorneys' fees and penalties.

16. Termination. Notwithstanding any other provision hereof, Township may terminate this Agreement at any time upon fifteen (15) days written notice to Design Professional. In the event that this Agreement is so terminated, Design Professional shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed, which shall be determined on the basis of the fixed fees and/or rates set forth in the Proposal.

17. Default. If it should appear at any time that Design Professional has failed or refused to prosecute, or has delayed in the prosecution of, the Services with diligence at a rate that assures completion of the Services or the Additional Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services, the Additional Services, or any other requirement of this Agreement ("Event of Default"), and fails to cure any such Event of Default within ten (10) business days after Design Professional's receipt of written notice of such Event of Default by Township, then Township shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

A. Cure by Design Professional. Township may require Design Professional, within a reasonable time, to complete or correct all or any part of the Services or the Additional Services that are the subject of the Event of Default; and to take any or all other action necessary to bring Design Professional and the Services into compliance with this Agreement.

B. Termination of Agreement by Township. Township may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement after the effective date of termination.

C. Withholding of Payment by Township. Township may withhold from any payment, whether or not previously approved, or may recover from Design Professional, any and all costs, including attorneys' fees and administrative expenses, incurred by Township as the

result of any Event of Default by Design Professional or as a result of actions taken by Township in response to any Event of Default by Design Professional.

18. No Additional Obligation. Design Professional and Township acknowledge and agree that Township is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with Design Professional or with any vendor solicited or recommended by Design Professional.

19. Township Board Authority. Notwithstanding any provision of this Agreement, any negotiations or agreements with, or representations by Design Professional to, vendors shall be subject to the approval of the Township Supervisor and Board of Trustees. For purposes of this Section 19, "vendors" shall mean entities engaged in subcontracts for the provision of additional services directly to Township. Township shall not be liable to any vendor or third party for any agreements made by Design Professional without the knowledge and approval of the Township Supervisor and Board of Trustees.

20. Mutual Cooperation. Township agrees to cooperate with Design Professional in the performance of the Services, including meeting with Design Professional and providing Design Professional with such non-confidential information that Township may have that may be relevant and helpful to Design Professional's performance of the Services. Design Professional agrees to cooperate with Township in the performance and completion of the Services, the Additional Services, and with any other consultants engaged by Township.

21. Ownership. Designs, drawings, plans, specifications, photos, reports, information, observations, calculations, notes, and any other documents, data, or information, in any form, prepared, collected, or received from Township by Design Professional in connection with any or all of the Services to be performed under this Agreement ("Documents") shall be and remain the exclusive property of Township. At Township's request, or upon termination of this Agreement, Design Professional shall cause the Documents to be promptly delivered to Township.

22. Dispute Resolution. In the event any dispute shall arise with respect to any matter related to or arising out of this Agreement, the Parties shall use their best efforts to resolve the dispute through an informal dispute resolution process, to include, but not limited to mediation. In the event that the Parties are unable to resolve the dispute informally within thirty (30) days, both Parties agree to waive their right to a jury trial and agree that either party may elect to have the matter resolved by binding arbitration before a neutral arbitrator to-be-agreed upon by both Parties. In the event that both Parties are unable to agree upon a third-party neutral arbitrator, the matter will be submitted by the Parties to a mutually determined neutral arbitration firm. In the event the Parties are unable to mutually agree upon such a neutral arbitration firm, the matter will be submitted by the Parties to the American Arbitration Association. Each party shall be responsible for its own costs and expenses related to the arbitration, including, but not limited to, attorneys' fees, but the costs of the arbitration shall be shared equally by both Parties. The decision of the arbitrator shall be final and not appealable and subject to enforcement as a judgment under the Illinois Code of Civil Procedure. All rules of procedure, discovery, and evidence as set forth in the rules adopted by the American Arbitration Association, at the time that arbitration is required, shall be applicable to the proceedings, except to the extent those rules conflict with the requirements of applicable Illinois law. Any arbitration pursuant to this Agreement shall take place in Cook County, Illinois. This dispute resolution provision shall survive any termination of this Agreement.

23. General Terms and Conditions.

A. Entire Agreement. This Agreement constitutes the full and complete agreement between Design Professional and Client and supersedes all prior agreements and negotiations between them, whether written or oral, relating to the subject matter of this Agreement. Except as otherwise provided herein, this Agreement may be amended, added to, superseded, or waived only if both Parties specifically define in writing an official amendment of this Agreement.

B. Assignment. This Agreement may not be assigned by Township or Design Professional without the express written permission of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.

C. Notice. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed served: (a) when delivered by Federal Express or similar overnight courier service to that party's address set forth below during the hours of 9:00 a.m. and 5:00 p.m. local time Monday through Friday, excluding federal holidays; (b) when mailed to any other person designated by that party in writing herein to receive such notice, via certified mail, return receipt requested, postage prepaid; or (c) via fax. Fax notice shall be effective as of date and time of facsimile transmission, provided that the notice transmitted shall be sent on business days during business hours (*i.e.*, 9:00 A.M. to 5:00 P.M. Central Standard Time). In the event fax notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission. Notice shall be given to the following:

If to Design Professional:

Thomas Engineering Group, LLC
238 S. Kenilworth Avenue
Oak Park, IL 60302
Attention: Kevin VanDeWoestyne, Principal

With a copy to:

Attention: _____

If to Township:

Hanover Township
250 S. IL Route 59
Bartlett, Illinois 60103
Attention: James C. Barr, Township Administrator

With a copy to:

AirDo Werwas, LLC
111 E. Wacker Drive, Suite 500
Chicago, IL 60601
Attention: Michael A. AirDo

D. Third-Party Beneficiary. This Agreement is entered into solely for the benefit of the Parties hereto, and nothing herein is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement, or to acknowledge, establish, or impose any legal duty or obligation to any third party. No claim as a third-party beneficiary under this Agreement by any person or entity shall be made or be valid against Township.

E. Survival. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

F. Severability. Any provision or part of the Agreement held to be void or unenforceable under the Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be deemed binding upon the Client and Design Professional, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

G. Time. Time is of the essence in the performance of all terms and provisions of this Agreement.

H. Calendar Days and Time. Unless otherwise provided in this Agreement, any reference in this Agreement to "day" or "days" shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Agreement falls on a Saturday, Sunday, or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal holiday.

I. Governing Law. This Agreement shall be construed, governed, and enforced according to the laws of the State of Illinois.

J. Authority to Execute. Township hereby warrants and represents to Design Professional that the persons executing this Agreement on its behalf have been properly authorized to do so by the Township Supervisor and Board of Trustees. Design Professional hereby warrants and represents to Township that the persons executing this Agreement on its behalf have the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement and that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken.

K. Waiver. Neither Township nor Design Professional shall be under any obligation to exercise any of the rights granted to them in this Agreement, except as it shall determine to be in its best interest from time-to-time. The failure of Township or Design Professional to exercise at any time any such rights shall not be deemed or construed as a waiver of that right, nor shall the failure void or affect Township's or Design Professional's right to enforce such rights or any other rights.

L. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.

M. Grammatical Usage and Construction. In construing this Agreement, pronouns include all genders, and the plural includes the singular and vice versa.

N. Interpretation. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all Parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

O. Headings. The headings, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.

P. Exhibits. Exhibits A and B attached to this Agreement are, by this reference, incorporated in and made a part of this Agreement.

Q. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.

R. Counterpart Execution. This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

S. No Waiver of Immunities or Privileges. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of Hanover Township, and/or its officials, officers, employees, volunteers and/or agents.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth above.

HANOVER TOWNSHIP

Township Supervisor

Date: _____

ATTEST:

Township Clerk

THOMAS ENGINEERING GROUP, LLC



Principal

Date: April 21, 2022

ATTEST:



Admin Coordinator

Exhibit A

PROPOSAL

FOR

**HANOVER TOWNSHIP
BARTLETT, ILLINOIS**

WILLIAM TIKNIS CAMPUS EXPANSION

PHASE 3 CONSTRUCTION ENGINEERING SERVICES

PREPARED BY:
Kevin C. VanDeWoestyne, P.E., Env. Sp.
Municipal Department Head

March 24, 2022

Proposal for Phase 3 Construction Engineering Services William Tiknis Campus Expansion Project Hanover Township, Bartlett, IL

Thomas Engineering Group, LLC (TEG) respectfully submits this Proposal to Hanover Township to provide Phase III Construction Engineering Services for the William Tiknis Campus Expansion Project (Project). As the Phase I and II consulting engineers for the Project, TEG has excellent knowledge of this Project and we're looking forward to seeing it through completion.

TEG is extremely well suited for this project and is capable of providing the Township with outstanding service and exceptional value. Our staff's unique qualifications and local, relevant experience make TEG an excellent fit. Based on firm and staff experience, TEG fully understands this project and the key processes to successfully manage private site development projects. Our team has successfully administered private development projects in the City of West Chicago, Village of Lombard, Village of Channahon, and Village of Shorewood.

CONSTRUCTION PLANS FOR
WILLIAM TIKNIS CAMPUS EXPANSION
HANOVER TOWNSHIP
COOK COUNTY, ILLINOIS

INDEX OF DRAWINGS
C0.0 TITLE SHEET
C1.0 – C1.5 GENERAL NOTES
C2.0 ALIGNMENT, TIES AND BENCHMARKS
C3.0 – C3.2 SUMMARY OF QUANTITIES
C4.0 EARTHWORK SCHEDULES
C5.0 – C5.1 TYPICAL SECTIONS
C6.0 EXISTING CONDITIONS AND DEMOLITION PLAN – OVERALL (60 SCALE)
C6.1 – C6.6 EXISTING CONDITIONS AND DEMOLITION PLAN – ENLARGED (20 SCALE)
C6.7 – C6.8 EXISTING CONDITIONS AND DEMOLITION PLAN – TREE REMOVAL SCHEDULE
C7.0 GEOMETRY AND PAVING PLAN – OVERALL (60 SCALE)
C7.1 – C7.6 GEOMETRY AND PAVING PLAN – ENLARGED (20 SCALE)
C8.0 DRAINAGE PLAN – OVERALL (60 SCALE)
C8.1 – C8.6 DRAINAGE PLAN – ENLARGED (20 SCALE)
C8.7 DETENTION BASIN GRADING
C8.8 UTILITY PLAN – OVERALL (60 SCALE)
C8.1 – C8.6 UTILITY PLAN – ENLARGED (20 SCALE)
C10.0 EROSION CONTROL PLAN – OVERALL (60 SCALE)
C10.1 – C10.6 EROSION CONTROL PLAN – ENLARGED (20 SCALE)
C11.0 LANDSCAPING PLAN – OVERALL (60 SCALE)
C11.0 – C11.6 LANDSCAPING PLAN – ENLARGED (20 SCALE)
C12.0 LIGHTING PLAN – OVERALL (60 SCALE)
C12.1 – C12.7 LIGHTING PLAN – ENLARGED (20 SCALE)
C13.0 – C13.5 ROADWAY PLAN AND PROFILES
C14.0 – C14.3 UTILITY PLAN AND PROFILES
C15.0 – C15.2 ADA DETAILS
C16.0 – C16.1 GRADING PLAN
C17.0 – C17.1 PAVEMENT MARKING AND SIGNING PLAN
C18.0 – C18.14 CONSTRUCTION DETAILS
C19.0 – C19.5 SOIL BORING LOGS
C20.0 – C20.7 CROSS SECTIONS
C21.0 PHASE 1 FINAL SITE / PUD PLAN
C22.0 PHASE 1 LANDSCAPING PLAN
C23.0 PHASE 1 PHOTOMETRIC PLAN
C24.0 – C24.1 SUGGESTED CONSTRUCTION STAGING
DOT HIGHWAY STANDARDS

LOCATION MAP

SIGNED:
DATE: 03/15/2022
IL REGISTRATION NUMBER: 062-070557
EXPIRES: 11/30/2023

HANOVER TOWNSHIP
DEPARTMENT OF FACILITIES AND MAINTENANCE
SUBMITTED: MARCH 15, 2022

CALEB HANSON, DIRECTOR

thomas
ENGINEERING GROUP, LLC
1000 W. 12TH STREET
BARTLETT, IL 60010
PHONE: 847-344-7700

JULIE
JOINT UTILITY LOCATION INFORMATION FOR EXCAVATION
1-800-492-0723

We are confident in our abilities, knowledge, and resources that we will be able to exceed Hanover Township's expectations on this important Project. TEG will provide the Township with the same dedication to service, expertise, innovation, and value that has enabled us to serve our clients and concurrently grow our company. TEG has committed our best fit personnel to this project. Our team members have excellent experience in performing construction services on publicly funded projects.

PROPOSED TEAM

We have an excellent understanding of this Project and have developed a complete team that has the experience and skills needed to make this Project a success. Our Project Principal, Kevin VanDeWoestyne, P.E., is familiar with the Project and regional policies and procedures. Our Project Manager, Jeffrey Klein, P.E. has overseen numerous construction projects throughout DuPage County. Our proposed Resident Engineer, Stephen VanDeveer has been involved with this project throughout environmental assessments and design and brings direct relevant construction and environmental experience to the table.

KEVIN VANDEWOESTYNE, P.E., ENV SP, PROJECT PRINCIPAL

Kevin VanDeWoestyne, P.E., ENV SP, Municipal Department Head, will serve as the primary client liaison. His experience with municipal alley, street, sidewalk, and utility improvement projects, and familiarity with Township staff make him an excellent fit and he and his team are available for this Project.

JEFFREY KLEIN, P.E., PROJECT MANAGER

Mr. Klein is registered professional engineer with over 15 years of experience involving municipal and highway design and construction. He has extensive knowledge in bridge construction and roadway rehabilitation, bituminous and concrete paving, earth excavation, drainage, structural construction, lighting and signalization. His responsibilities include observation and documentation of urban and rural roadways, alleys, and bridge construction projects.

TEG has assembled a construction team with members that have substantial relevant experience and are experts in utility construction, roadway construction, construction staging, wetlands restoration, and contractor oversight. TEG is proposing to have our Resident Engineer, Stephen VanDeveer, and his support staff oversee all critical underground sanitary sewer, water main, and storm sewer installation, existing utility abandonment, stormwater detention facilities, all roadway, parking lot, curb and gutter, and sidewalk construction, landscaping, wetlands restoration, and documentation of contract quantities.

STEPHEN VANDEVEER, RESIDENT ENGINEER

Mr. VanDeveer is a Construction Manager and ISA certified arborist with phase I, II, and III experience in construction management and environmental work. He has over 17 years of experience involving vegetation management and installation, tree surveys, landscape design, roadway, bridge, and utility construction. He has specialized experience and training in tree risk assessment, tree health maintenance during construction, and erosion and sediment control management. As a construction management technician, he also has experience with water main, sanitary sewer, and storm sewer installation, sanitary lift station and booster station construction, sanitary force main, various storm water detention systems, HMA and PCC pavement construction, pavement patching, PCC and latex concrete bridge deck construction, steel and concrete bridge beam repairs, bridge substructure construction and repairs, precast pedestrian tunnel installation, concrete box

culvert installation, earth excavation, trench backfill, furnished excavation, PCC sidewalk, stamped/dyed concrete sidewalk, curb and gutter, guardrail, striping, specialized tank and pipe painting, and traffic control and protection.

Stephen VanDeveer will lead this project for TEG. He will be supported by the following construction inspection team:

ZACHARY JAYDOS, P.E., RESIDENT ENGINEER

Mr. Jaydos is a Professional Engineer with over 8 years of experience involving roles in construction management, resident engineering, and project management with clients such as IDOT, ISTHA, CDOT, CDWM and CTA. Mr. Jaydos has field experience pertaining to the construction of curved bridges, toll roads and facilities, concrete substructures and superstructures, retaining walls, drilled shaft foundations, ITS systems, PCC pavement, asphalt pavement, pervious pavement, earth retention systems, storm sewer, water main, local access roads and more. Specific responsibilities include site surveying, documentation of construction activities and contract quantities, schedule review, plan review, submittal review, quantity takeoff s and agency coordination.

GRANT JOHNSON, E.I., RESIDENT ENGINEER

Mr. Johnson is a project engineer with over 9 years of engineering experience involving federally funded and locally funded municipal projects and IDOT projects involving preliminary studies and planning, design, and construction management and inspection. He has field experience and knowledge in roadway and bridge reconstruction, bituminous and concrete paving, high friction surface treatment overlays, surveying, landscaping, drainage, earth excavation, structural construction, and lighting. His background and experience enable him to provide the necessary services to efficiently complete construction projects for the client and the community.

JEFF ANDRZEJEWSKI, CONSTRUCTION INSPECTOR

Mr. Andrzejewski is a construction inspector in the Municipal Department. His experience includes the inspection of municipal roadway and utility construction, overseeing such aspects as roadway resurfacing, roadway reconstruction, HMA paving, PCC paving, water main installation, storm sewer installation, sanitary sewer installation, sidewalk installation, and curb and gutter installation.

JAKE KELLEY, CONSTRUCTION INSPECTOR

Mr. Kelley has over 7 years of construction experience in construction management and inspection. He has knowledge, experiences pertaining to municipal, private projects, IDOT, and Tollway. He's experience is with reconstruction projects as well as with bituminous and concrete paving, earth excavation, landscaping, storm sewer, water main, sanitary sewer, cleaning and televising storm sewers, sign fabrication and installation, and more. Specific responsibilities include documentation of construction activities and contract quantities, plan review, submittal review, and quantity verification.

JACOB CROSS, CONSTRUCTION INSPECTOR

Mr. Cross is an associate engineer in the Construction Management Department. His experience includes the inspection of municipal and highway construction, overseeing such aspects as roadway resurfacing, water main installation, and curb and gutter installation.

SCOPE OF SERVICES

One of TEG's strongest assets is its construction management team. The purpose of Phase III construction engineering, which includes construction and post-construction tasks, is to oversee a project's time/schedule, costs, and quality of work. Construction inspection ensures compliance with the approved design engineering plans and construction standards. Phase III engineering is important to all local government projects and especially those more complex projects such as the campus expansion that involve sensitive environmental areas, underground utilities, utility connections, potable water, sanitary sewer, roadway subgrade improvements, asphalt paving, street lighting, etc. and those projects that are considered a significant investment of taxpayers' dollars.

The following Base Scope of Services will be provided by Thomas Engineering Group, LLC (TEG) and applies to the site civil and utility work shown on the final engineering plans developed by TEG, dated March 15, 2022.

Pre-Construction Tasks:

1. Chair a preconstruction conference with the contractor, Township, and other parties to discuss the chain of command, communication procedures, goals, objectives, and potential issues.
2. Obtain from the contractor a list of proposed suppliers and subcontractors. Make recommendations to the Township regarding the suitability of the subcontractors for the proposed work.
3. Review the construction schedule submitted by the contractor for compliance with the contract.
4. Review of all material sources and shop drawings for adherence to the plans and specifications. Check and approve or reject and request resubmittal of submittals made by the contractor for compliance with the contract documents.
5. Verify all construction staking for principal components of the work.
6. Assist the Township with public communications in accordance with the Township's preferred method.

Construction Tasks:

1. Maintain an inspector's daily report book in the Township's preferred format appropriate for the project, recording hours on the job site, weather conditions, general and specific observations, daily activities, quantities placed, inspections, decisions, and list of visiting officials.

2. Be present whenever the contractor is performing critical construction work on-site, associated with the Project.
3. Observe the progress and quality of the executed work. Determine if the work is proceeding in accordance with the Contract Documents. TEG shall keep the Township informed of the progress of the work and advise the Township of all observed deficiencies of the work and disapprove or reject all work failing to conform to the Contract Documents.
4. Serve as the Township's liaison with the contractor working principally through the contractor's field superintendent.
5. TEG will extensively document (via photographs, video and written documentation) the contractor's activities.
6. Cooperate with the contractor in dealing with the various agencies having jurisdiction over the Project.
7. Inspect the work for adherence to permit requirements (IEPA, MWRD, Village of Bartlett, etc.) and adherence to federal/state/county requirements.
8. Review contractor's progress on a weekly basis and update the progress schedule. Compare actual progress to the contractor's approved schedule. If the project falls behind schedule, work with the contractor to determine the appropriate course of action to get back on schedule.
9. Perform traffic control and erosion control checks.
10. TEG proposes to forego independent quality assurance testing by reviewing the contractor's quality control plan for materials incorporated into the Project and conducting reviews of all Portland cement concrete and hot-mix asphalt sampling and testing reports.
11. Prepare payment requisitions and change orders utilizing Township-preferred forms. Review applications for payment with the Contractor for compliance with established submission procedure and forward them with recommendations to the Township.
12. Prior to final inspection, submit to the contractor a list of observed items requiring correction and verify that each correction has been made.
13. Conduct final inspection with the Village and prepare a final list of items to be corrected.
14. Verify that all items on the final list have been corrected and make recommendations to the Township.
15. Maintain a set of Record Drawings on which all changes are noted.

Post-Construction Tasks:

1. Close out project within 30 days after all construction is completed.
2. Obtain and review contractor's record drawings to ensure compliance with requirements established in the technical specifications.
3. Collect as-built horizontal and vertical information using a TEG's GPS device and prepare final Record Drawings.
4. Verify that all documentation is completed and that all material inspections and certifications have been accounted for and are complete.
5. Submit final documentation and complete final close-out.

ASSUMPTIONS/EXCLUSIONS

1. It is anticipated that construction activities will begin in May 2022.
2. It is anticipated that all construction activities will be completed by December.
3. It is assumed that all components of work associated with the Emergency Services Station, designed by FGM Architects, will be inspected by others under separate contract.
4. Landscape Maintenance and Monitoring program, if necessary, to be performed under separate contract.

SCHEDULE

The bid documents are currently advertised for bidding. It is anticipated that construction will tentatively begin in early May, following contract award, execution, and preconstruction meeting. According to our engineer's estimate of time, summarized below, 96 working days are required to complete all site civil and utility work shown on the final engineering plans. Our not-to-exceed fee estimate, provided herein, includes construction engineering hours based on having a full-time Resident Engineer and support staff over a period of 96 working days (approximately 19 weeks) to oversee the construction of the William Tiknis Campus Expansion Project. It is anticipated that all construction activities will be completed by December 2022.

Hanover Township, William Tiknis Campus Expansion Construction Sequencing and Phase 3 Scope			
Controlling Items	Subsequent Items	Estimate of Time to Complete	Days of Inspection
Erosion and Sediment Control		2	2
Earth Excavation		10	2
Tree Removal		8	5
Hardscape Removals		5	3
Utility Removals		5	5
Utility Installation		28	28
Utility Testing		5	5
Roadway Prep		10	10
Curb and Gutter		3	3
PCC Pavement		8	8
Sidewalk		4	4
HMA Paving		3	3
Street Lighting		10	6
Pavement Marking		1	1
Signage		1	1
Landscape Restoration		10	5
Field Visits with Hanover for Vegetation Management		5	5
	Total Days	118	96

WORK EFFORT AND FEE

The following represent what TEG has developed in terms of a construction engineering cost estimate. We have utilized an IDOT standard Cost Estimate of Consultant Services (CECS) and cost plus fixed fee method of compensation. Our proposed Phase III work effort is structured accordingly so that a TEG representative is present at all times when major work is occurring, based on 45 hours per week. For purposes of estimating, TEG is anticipating that all work is completed within 96 Working Days.

Our direct costs are estimated at \$ 6,240.00*

Proposed Not-to Exceed Fee (Total) \$ 152,666.10**

* Our direct costs represent 96 vehicle days x \$65/day.

**11% of the Estimated Total Construction Cost \$1,389,325 (Base Bid)

While we believe that this estimate accurately reflects our best effort at understanding the scope of work as described in our proposal, we understand that Hanover Township may interpret the scope differently and may seek to add, subtract, or modify the scope or level of effort contained herein. We look forward to being selected by the Township and can negotiate the scope and effort to meet the exact expectation of the Township. TEG is excited to serve Hanover Township and dedicated to providing outstanding service and content.

We look forward to answering any questions that you may have about our firm, staff, or experience. If you have any questions, or require additional information, please feel free to contact me direct at (847) 815-9500 or via email at kevinv@thomas-engineering.com.

In advance, thank you for your consideration.

Sincerely,
thomas engineering group, llc



Kevin VanDeWoestyne, P.E., Env. Sp.
Municipal Department Head

DF-824-039
REV 12/04

Thomas Engineering Group		
Phase III - William Tiknis Campus Expa	OVERHEAD RATE	1.2545
Prime	COMPLEXITY FACTOR	0

DATE 03/24/22

[illegible]

AVERAGE HOURLY PROJECT RATES

FIRM

Thomas Engineering Group

PSB

Phase III - William Tiknis Campus Expansion Project

PRIME/SUPPLEMENT

Prime

DATE 03/24/22

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJECT RATES			P3 - Preconstruction			P3 - Construction			P3 - Post Construction								
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	75.00	24	2.21%	1.65	8	11.76%	8.82	8	0.88%	0.66	8	7.41%	5.56						
Project Manager	59.30	80	7.35%	4.36	20	29.41%	17.44	40	4.39%	2.60	20	18.52%	10.98						
Resident Engineer	52.00	504	46.32%	24.09	40	58.82%	30.59	384	42.11%	21.89	80	74.07%	38.52						
Assistant Resident Engine	48.00	480	44.12%	21.18				480	52.63%	25.26									
Engineer III	43.70	0																	
Engineer II	33.00	0																	
Engineer I	30.00	0																	
Chief Surveyor	59.30	0																	
		0																	
		0																	
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TOTALS		1088	100%	\$51.28	68	100.00%	\$56.85	912	100%	\$50.42	108	100%	\$55.06	0	0%	\$0.00	0	0%	\$0.00

RESOLUTION NO. _____

**A RESOLUTION
TO APPROVE AN INTERGOVERNMENTAL BETWEEN HANOVER TOWNSHIP
AND THE BARTLETT FIRE PROTECTION DISTRICT**

BE IT RESOLVED by the Supervisor and Board of Trustees of Hanover Township, Cook County, Illinois, as follows:

SECTION ONE: APPROVAL. The Intergovernmental Agreement (the “Agreement”) between Hanover Township (the “Township”) and the Bartlett Fire Protection District (the “District”), a copy of which is appended hereto and expressly incorporated herein by this reference, with respect to the provision by the Township of snow removal services for the District’s driveways and parking lots at certain District fire stations, as provided more fully therein, is hereby approved.

SECTION TWO: AUTHORIZATION. The Township Supervisor and the Township Clerk of Hanover Township are authorized to sign and attest, respectively, the Agreement on behalf of Hanover Township.

SECTION THREE: SEVERABILITY. If any section, paragraph, or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions of this Resolution.

SECTION FOUR: REPEALER. All prior Ordinances and Resolutions in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

SECTION FIVE: **EFFECTIVE DATE.** This Resolution shall be in full force and effect upon its passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: May 2, 2022

APPROVED: May 2, 2022

Brian P. McGuire, Township Supervisor

ATTEST:

Katy Dolan Baumer, Township Clerk

C E R T I F I C A T I O N

I, the undersigned, do hereby certify that I am the Township Clerk of Hanover Township, Cook County, Illinois, and that the foregoing is a true, complete, and exact copy of Resolution _____, enacted on May 2, 2022, and approved on May 2, 2022, as the same appears from the official records of Hanover Township.

Katy Dolan Baumer, Township Clerk

**INTERGOVERNMENTAL AGREEMENT
BETWEEN HANOVER TOWNSHIP AND THE
BARTLETT FIRE PROTECTION DISTRICT**

This Intergovernmental Agreement (the "Agreement") is made and entered into as of this ___ day of February, 2022, by and between Hanover Township, an Illinois body politic and corporate, Cook County, Illinois (the "Township") and the Bartlett Fire Protection District, a municipal corporation, Cook and DuPage Counties, Illinois (the "District"). The Township and the District may hereinafter be referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, pursuant to Section 10 of Article VII of the Illinois Constitution of 1970 (the "Constitution"), Ill. Const. 1970, art. VII, § 10, and Section 5 of the Illinois Intergovernmental Cooperation Act (the "Act"), 5 ILCS 220/5, units of local government may contract or otherwise associate among themselves, or transfer any power or function, in any manner not prohibited by law or ordinance; and

WHEREAS, the Township and the District are both units of local government within the meaning of the Constitution and the Act; and

WHEREAS, this Agreement is intended by the Parties to encompass their understandings with respect to the provision by the Township of snow removal services for the District's driveways and parking lots at certain District fire stations; and

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

SECTION 1: RECITALS.

The foregoing recitals are, by this reference, fully incorporated into and made a part of this Agreement.

SECTION 2: SNOW REMOVAL.

A. The Township shall provide snow removal services, including plowing and salting, for the driveways and parking lots at the District's fire stations located at the following addresses: (1) 234 North Oak Avenue, Bartlett, Illinois; (2) 501 Struckman Boulevard, Bartlett, Illinois; and (3) 1575 West Bartlett Road, Bartlett, Illinois.

B. The snow removal services shall be provided by the Township on an "as-needed" basis by the mutual agreement of the Township and the District; provided, however, that the Township's Director of the Facilities and Road Maintenance shall have the right to determine when snow removal services are necessary, and when to begin such services, without first seeking or obtaining any authorization from the District.

C. The Township shall be responsible for snow removal in the rights-of-way of driveways and parking lots only. The District shall be responsible for removal or other treatment of snow and ice around any and all vehicles and in all other areas of the fire stations, including, but not limited to, walkways, sidewalks, and entryways.

D. The Township does not represent or warrant that snow or ice will be completely removed or cleared, and the District understands and acknowledges that the snow removal services provided by the Township may create unnatural accumulations of snow or ice that are slippery and which the District must remove or otherwise treat.

SECTION 3: PAYMENT.

The Township shall charge the District for snow removal services provided pursuant to this Agreement at the rate of fifty dollars (\$50.00) per hour, which shall cover the costs of all labor, equipment, and salt. All invoices submitted by the Township to the District for such snow removal services shall be paid in accordance with the Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.*

SECTION 4: TERM & TERMINATION

A. This Agreement shall become effective on the date of its signature by the Parties (the "Effective Date"), and shall continue in effect for an initial period of one (1) year (the "Initial Term"). Thereafter, this Agreement shall automatically be renewed for successive one (1) year terms (each an "Additional Term"), unless terminated.

B. This Agreement may be terminated by either Party, at any time, for any reason, with or without cause, by giving at least thirty (30) days' prior written notice of termination to the other Party as specified in Section 7 below.

SECTION 5: INDEMNIFICATION.

Each Party (as the "Indemnifying Party") shall indemnify and hold harmless the other Party and its respective elected and appointed officials, officers, directors, employees, volunteers, agents, representatives, and assigns (as the "Indemnified Parties") from and against any and all third-party litigation or claims arising out of the acts or omissions of the Indemnifying Party or its elected or appointed officials, officers, directors, employees, volunteers, agents, representatives, and assigns in connection with this Agreement, except to the extent caused by the acts or omissions of the Indemnified Parties or any of them.

SECTION 6: INSURANCE.

A. Each Party to this Agreement shall maintain, for the duration of this Agreement and any extensions thereof, at its sole cost and expense, insurance of the types and in amounts of not less than the coverages listed below.

(i) Commercial General Liability Insurance to include coverage for the following where exposure exists: Bodily Injury and Property Damage, Premises-Operations, Independent Contractors, Products/Completed Operations, Personal Injury and Advertising Injury; Contractual Liability; and with limits not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate;

(ii) Business Auto Liability Insurance to include coverage for the following where exposure exists: Bodily Injury and Property Damage, including owned vehicles, hired and non-owned vehicles, and employee non-ownership; and with limits not less than \$1,000,000.00 per accident; and

(iii) Workers' Compensation Insurance to cover all employees and meet statutory limits in compliance with applicable state and federal laws, and Employer's Liability with minimum limits of \$500,000 for each incident.

(v) Excess Umbrella Liability Insurance with limits not less than \$1,000,000.00; provided, however, that the minimum amount of Excess Umbrella Liability Insurance may be reduced by the amount that the Party's Commercial General Liability Insurance per occurrence limit exceeds \$1,000,000.00.

B. Each party shall provide the other party with Certificates of Insurance evidencing the above required coverages, within thirty (30) days of commencement of this Agreement. Each party shall provide the other party with thirty (30) days' prior notice, in writing, of cancellation or material change, and said notification requirement shall be stated on the Certificate of Insurance. Notices and Certificates of Insurance shall be provided to the other party as provided in Section 7 herein.

SECTION 7: NOTICES.

All notices required or permitted herein shall be in writing and shall be served by personal delivery, recognized overnight delivery service, or by certified mail, return receipt requested, postage prepaid, to the following addresses:

To Township: Hanover Township
 Attn: Township Administrator
 250 South Illinois Route 59
 Bartlett, Illinois 60103

With copy to: Michael A. Airdo, *Esq.*
 Airdo Werwas, LLC
 111 East Wacker Drive
 Suite 500
 Chicago, Illinois 60601

To District: Bartlett Fire Protection District
 Attn: Fire Chief
 234 North Oak Avenue
 Bartlett, Illinois 60103

SECTION 8: MISCELLANEOUS.

A. Successors and Assigns. The Township and the District, respectively, bind themselves, their successors, and their assigns to this Agreement. Neither the Township nor the District may assign, subcontract, or transfer any duties or benefits described in this Agreement without the prior written consent of the other party.

B. No Third-Party Rights. This Agreement is entered into solely for the benefit of the Parties, and nothing herein is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement, or to acknowledge, establish, or impose any legal duty or obligation to any third party.

C. Tort Immunities. Nothing in this Agreement shall be construed to represent an express and/or implied waiver of any common law or statutory privileges, immunities, protections, or defenses granted or otherwise available to either Party as to any liability whatsoever, and all such privileges and immunities are expressly reserved.

D. Entire Agreement. This Agreement represents the entire and integrated Agreement by and between the Parties and supersedes and revokes any prior negotiations, representations, or agreements, whether oral or written. This Agreement may only be amended by a mutual written instrument executed by the Parties.

E. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one instrument. A signature delivered by facsimile or electronic means shall be considered binding for both parties.

F. No Personal Liability. No elected and appointed official, officer, director, member, employee, volunteer, or agent of the Township or the District shall be individually or personally liable in connection with this Agreement.

G. Non-Waiver. No delay or omission by any of the Parties in exercising any right or power accruing upon the non-compliance or failure of performance under this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by any of the Parties of any of the covenants, conditions, or agreements contained in this Agreement or to be performed under the terms of this Agreement shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition, or agreement contained in this Agreement.

H. Compliance With Laws. The parties hereto shall comply with all federal, state, and local laws, ordinances, rules, and regulations relating to this Agreement.

I. Governing Law; Venue. This Agreement shall be construed, governed, and enforced according to the laws of the State of Illinois, and the exclusive venue for the enforcement of this Agreement and/or litigation between the parties shall be the Circuit Court of Cook County, Illinois.

J. Severability. If any provision of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, ordinance, rule of law, or public policy, or for any reason, such circumstance shall not have the effect of rendering any other provision or provisions contained herein invalid, inoperative, or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part hereof.

K. Authorization. Each person signing this Agreement on behalf of one of the Parties agrees, represents, and warrants that he or she has been duly and validly authorized to execute this Agreement on behalf of their Party.

L. Construction. In construing this Agreement, section headings shall be disregarded. Changes in the number, gender, and grammar of terms and phrases herein

when necessary to conform this Agreement to the circumstances of the Parties hereto shall, in all cases, be assumed as though in each case fully expressed therein. This Agreement has been subject to negotiations and discussions between the Parties and their counsel, and shall be construed to have been drafted by all Parties, so that any rule construing ambiguities against the drafter shall have no force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers pursuant to proper authorization and having caused their corporate seals to be affixed hereto as of the day and year first written above.

ATTEST:

HANOVER TOWNSHIP

Township Clerk

As its Supervisor

ATTEST:

BARTLETT FIRE PROTECTION DISTRICT

Secretary

As its President