



240 S. Illinois Route 59, Bartlett, Illinois 60103

Regular Meeting of the Township Board
December 5th, 2023
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. Presentation - Veterans Honor Roll SP4 Guenther H. Klaus
- V. Reports
 - A. Supervisor’s Report
 - B. Clerk’s Report
 - C. Assessor’s Report
 - D. Trustees’ Committee Reports
 - E. Department Reports
- VI. Bill Paying
- VII. Unfinished Business
- VIII. New Business
 - A. Regular Meeting Minutes of November 21, 2023
 - B. Ordinance Amending the Hanover Township Purchasing Policy
 - C. Resolution to Approve the 2024 Pace TRIP Transit Grant and Service Agreement
 - D. Resolution to Approve a Professional Services Agreement with Thomas Engineering Group, LLC
 - E. Resolution to Approve the Mutual Aid Box Alarm System Master Agreement
- 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.



VETERANS HONOR ROLL
WE ARE PROUD TO HONOR THOSE WHO
HAVE SERVED US SO VALIANTLY

NAME: GUENTHER H. KLAUS

ADDRESS: 8 LASALLE COURT

CITY/ZIP CODE: STRE^MWOOD, IL 60107-2809

PHONE #: 630-855-4156

DATE OF BIRTH: NOV 27, 1940

BRANCH OF SERVICE: U.S. ARMY

HIGHEST RANK ATTAINED: ACTING SERGEANT (ES) 12 MARCH 1965 TO 1 APRIL 1965
THEN SPEC 4 @ DISCHARGE FROM VIETNAM OCT 65

YEARS OF SERVICE: FROM "1963" TO "1965" (2 YEARS)

MEDALS AWARDED OR OTHER CITATIONS:

NATIONAL DEFENSE SERVICE MEDAL / BEST SOLDIER OF THE MONTH 8 JULY 1965
DEFENSE OF VIETNAM COMM. MEDAL
REPUBLIC OF VIETNAM CAMPAIGN MEDAL

INJURIES: NONE

Comments: Please include any interesting stories, events, and/or memories of your time in the military. Please include additional sheet(s) if needed.

Attach copy of discharge papers, DD-214 or any other significant records regarding your time in the military. We will be happy to make copies and return your originals. NOT NECESSARY, COPIES ALREADY MADE!
DHK.

A historical file will be made regarding your time serving your country and will be available for future generations.

Thank you,

Brian P. McGuire

Supervisor

Hanover Township
Board Audit Report
From 11/21/2023 - 12/4/23

	<u>Total</u>
Total Town Fund	14,642.81
Total Senior Services Fund	43,033.17
Total General Assistance Fund	11,038.33
Total Road Maintenance Fund	8,253.50
Total Committee for Senior Citizens Services	
Total Mental Health Board Fund	7,633.63
Total IMRF Fund	
Total Social Security Fund	
Total Vehicle Fund	
Total Capital Fund	12,481.87
 Total All Funds	 <u><u>97,083.31</u></u>

Supervisor

Town Clerk
Attest

Trustee

Trustee

Trustee

Trustee

Hanover Township Board Audit Report

November 21 through December 4, 2023

Type	Date	Num	Name	Memo	Amount
1014 · Town Fund - Expenditures					
101CHN · Community Health					
1014453 · Printing					
Check	12/01/2023	154727	COTG	Inv# IN4863976 Copier Charges 10/25-11/24	11.18
Total 1014453 · Printing					11.18
1014456 · Community Affairs					
Check	11/21/2023	154565	James Kramer (v)	Art and brain health program refreshments	10.20
Total 1014456 · Community Affairs					10.20
1014457 · Furniture and Computer Equip					
Check	11/21/2023	154572	Leaf (379-002)	Inv# 15613172 Copier Lease	97.03
Total 1014457 · Furniture and Computer Equip					97.03
1014459 · Professional Services					
Check	12/01/2023	154725	Quest Diagnostics	Inv# 9207126890 Client Labs	227.05
Total 1014459 · Professional Services					227.05
1014465 · Medical Supplies					
Check	11/28/2023	154595	McKesson Medical Surgical	Inv# 21376818 TB Test Kits, Needles	179.55
Total 1014465 · Medical Supplies					179.55
Total 101CHN · Community Health					525.01
101CVA · Community Affairs					
101CMA · Community Relations					
1014614 · Printing					
Check	11/29/2023	154716	Elite Document Solutions	Inv #8702 Copies Sept 2023	8.95
Check	11/29/2023	154717	Elite Document Solutions	Inv #8759 Copies Oct 2023	1.56
Total 1014614 · Printing					10.51
1014623 · Phone & Intrnt					
Check	12/01/2023	154726	Tom Kuttenberg	Cell phone reimbursement for Oct-Dec	150.00
Total 1014623 · Phone & Intrnt					150.00
1014624 · Travel					
Check	12/01/2023	154726	Tom Kuttenberg	TOI Mileage Reimbursement	351.73
Total 1014624 · Travel					351.73
Total 101CMA · Community Relations					512.24
Total 101CVA · Community Affairs					512.24
101ES · ES - Expenditures					

Hanover Township Board Audit Report

November 21 through December 4, 2023

Type	Date	Num	Name	Memo	Amount
1014803 · Uniforms					
Check	11/29/2023	154702	Ray O'herron Co., Inc.	Inv #2307630 Uniform pants and shirts (7)	667.71
Check	11/29/2023	154704	Bartlett Sports	Inv #6559 Uniform shirts	134.00
Total 1014803 · Uniforms					801.71
1014804 · Printing					
Check	11/29/2023	154716	Elite Document Solutions	Inv #8702 Copies Sept 2023	37.84
Check	11/29/2023	154717	Elite Document Solutions	Inv #8759 Copies Oct 2023	92.55
Total 1014804 · Printing					130.39
1014808 · Education & Training					
Check	11/29/2023	154697	Joe Gasparich	Mileage for 2023 IEMA Conference	301.30
Total 1014808 · Education & Training					301.30
1014809 · Pre-Volunteer Screening					
Check	11/29/2023	154700	Air One Equipment, Inc.	Inv# 200324 Fit test for respirator	45.00
Total 1014809 · Pre-Volunteer Screening					45.00
1014813 · Vehicle Fuel & Maintenance					
Check	11/29/2023	154719	Village of Hanover Park (Fuel)	Inv# 2023-18022 Oct 2023 Fuel	1,181.18
Check	11/29/2023	154703	KO Fleet Maintenance, Inc	Inv #37505 Vehicle Diagnostic	183.60
Total 1014813 · Vehicle Fuel & Maintenance					1,364.78
Total 101ES · ES - Expenditures					2,643.18
101ISE · Insurance & Employee Benefits					
1014503 · General Insurance					
Check	12/01/2023	154720	Arachas Group LLC	Inv# 33457 Drone Insurance Annual Premium	4,557.00
Total 1014503 · General Insurance					4,557.00
1014513 · Employee Wellness					
Check	12/01/2023	154725	Quest Diagnostics	Inv# 9207126890 Employee Wellness Labs	110.24
Total 1014513 · Employee Wellness					110.24
Total 101ISE · Insurance & Employee Benefits					4,667.24
101MAIN · Facilities Maintenance					
1014202 · Office Supplies					
Check	11/29/2023	154716	Elite Document Solutions	Inv #8702 Copies Sept 2023	17.29
Check	11/29/2023	154717	Elite Document Solutions	Inv #8759 Copies Oct 2023	0.68
Total 1014202 · Office Supplies					17.97
1014212 · Building Maintenance - Astor					

Hanover Township Board Audit Report

November 21 through December 4, 2023

Type	Date	Num	Name	Memo	Amount
Check	11/21/2023	154562	Johnson Controls Security Solutions	Cust# 6838 Inv# 39501954 Security Monitoring Dec 2023-Feb 2024 Astor	274.13
Total 1014212 · Building Maintenance - Astor					274.13
1014214 · Equipment Maintenance - Senior					
Check	11/21/2023	154576	World Security & Control, Inc	Inv #33899 Replace defective smoke detector in senior center	700.00
Total 1014214 · Equipment Maintenance - Senior					700.00
1014219 · Vehicle Fuel - Town					
Check	11/29/2023	154719	Village of Hanover Park (Fuel)	Inv# 2023-18022 Oct 2023 Fuel	618.88
Total 1014219 · Vehicle Fuel - Town					618.88
1014225 · Grounds/Reserve Maintenance					
Check	11/21/2023	154577	Flags USA LLC	Inv #113777 Flag pole pully assembly	39.00
Total 1014225 · Grounds/Reserve Maintenance					39.00
Total 101MAIN · Facilities Maintenance					1,649.98
101THE · Town Hall Expense					
1014402 · Telephone - Town					
Check	11/28/2023	154582	AT&T 803	Acct# 630 Z99-0161 803 Monthly Charge 10/17-11/16	44.10
Check	11/29/2023	154713	Comcast (185)	Inv# 186645312 Monthly Service Nov 2023	419.50
Total 1014402 · Telephone - Town					463.60
1014403 · Utilities - Town					
Check	11/28/2023	154601	Village of Bartlett	Acct 51470 Water/Sewer Bill# 783066 10/16	157.82
Total 1014403 · Utilities - Town					157.82
1014405 · Internet Access - Town					
Check	11/28/2023	154586	Comcast (098)	Inv# 186645307 Monthly Ethernet Internet Nov 2023	934.95
Total 1014405 · Internet Access - Town					934.95
1014416 · Equipment Rental - Town					
Check	11/29/2023	154711	Canteen Rfrsh Svc 05635/002/00002 Admin	Inv# 250296 Town Hall Water Machine Rental 11/13-12/10	51.47
Total 1014416 · Equipment Rental - Town					51.47
Total 101THE · Town Hall Expense					1,607.84
101TOE · Town Office Expense					
1014401 · Postage					
Check	11/29/2023	154701	Purchase Power Easy Permit Postage	Postage Fees 12/12/23	277.94
Total 1014401 · Postage					277.94
1014404 · Office Supplies					

Hanover Township Board Audit Report

November 21 through December 4, 2023

Type	Date	Num	Name	Memo	Amount
Check	11/29/2023	154710	Canteen Rfrsh Svc 05635/001/00003 YFS	Inv #ORD245816 Coffee Supplies	76.67
Check	11/29/2023	154714	Staples	Inv #3551168669 Coffee supplies	174.49
Check	11/29/2023	154714	Staples	Inv #3552378392 Breakroom supplies	94.63
Check	11/29/2023	154714	Staples	Inv #3551946870 Hanging file organizer	26.99
Check	11/29/2023	154714	Staples	Inv #3551946871 Receipt books and binders	36.93
Check	11/29/2023	154714	Staples	Inv #3551168667 Highlighters and file holders	39.56
Check	11/29/2023	154714	Staples	Inv #3550536443 Staples, pens, notepads	40.43
Total 1014404 · Office Supplies					489.70
1014406 · Printing					
Check	11/29/2023	154715	Safeguard Business Systems	Inv# 9003012771 AP/PR Checks	693.45
Check	11/29/2023	154716	Elite Document Solutions	Inv #8702 Copies Sept 2023	190.76
Check	11/29/2023	154717	Elite Document Solutions	Inv #8759 Copies Oct 2023	212.43
Total 1014406 · Printing					1,096.64
1014412 · Travel Expenses					
Check	12/01/2023	154722	Suzy Callahan (v)	Mileage Reimbursement November	37.07
Check	12/01/2023	154723	Alexandrea Imperato	Mileage Reimbursement November	25.94
Total 1014412 · Travel Expenses					63.01
1014534 · Passport Services					
Check	11/29/2023	154716	Elite Document Solutions	Inv #8702 Copies Sept 2023	19.03
Check	11/29/2023	154717	Elite Document Solutions	Inv #8759 Copies Oct 2023	23.47
Total 1014534 · Passport Services					42.50
1014535 · Legal Notices					
Check	11/29/2023	154712	Daily Herald	Inv #270898 Public Notice of 2024 Board Meeting	55.35
Total 1014535 · Legal Notices					55.35
Total 101TOE · Town Office Expense					2,025.14
104ASR · Assessor's Division					
1044405 · Office Supplies					
Check	11/29/2023	154699	Image Systems & Business Solutions	Inv #390875 Contracted printer service	40.76
Check	11/29/2023	154716	Elite Document Solutions	Inv #8702 Copies Sept 2023	25.88
Check	11/29/2023	154717	Elite Document Solutions	Inv #8759 Copies Oct 2023	87.01
Total 1044405 · Office Supplies					153.65
1044419 · Training					
Check	11/28/2023	154593	Jeanette Cedillo (v)	Reimbursement IPAI Exam Fee Oct 2023	50.00
Total 1044419 · Training					50.00
Total 104ASR · Assessor's Division					203.65
109YFS · Youth & Family Services					

Hanover Township Board Audit Report

November 21 through December 4, 2023

Type	Date	Num	Name	Memo	Amount
109ADM · Administration & Clinical					
1094614 · Printing					
Check	11/29/2023	154716	Elite Document Solutions	Inv #8702 Admin Copies Sept 2023	522.16
Check	11/29/2023	154717	Elite Document Solutions	Inv #8759 Admin Copies Oct 2023	145.16
Total 1094614 · Printing					667.32
1094621 · Recruitment and Pre Employment					
Check	11/21/2023	154571	Physicians Immediate Care	Inv #4361434 Drug Screening	55.00
Total 1094621 · Recruitment and Pre Employment					55.00
1094623 · Travel					
Check	11/21/2023	154558	Marina Herrera (v)	Mileage Reimbursement November 2023	34.72
Total 1094623 · Travel					34.72
Total 109ADM · Administration & Clinical					757.04
109OUT · Outreach & Prevention					
1094656 · Youth Center Equipment					
Check	11/28/2023	154584	Canteen Rfrsh Svc 05637/002/00002 YFS ...	Inv# 250295 Water Machine Rental	51.49
Total 1094656 · Youth Center Equipment					51.49
Total 109OUT · Outreach & Prevention					51.49
Total 109YFS · Youth & Family Services					808.53
Total 1014 · Town Fund - Expenditures					14,642.81
1104 · Aging Services - Expenditures					
1104ADM · Administration					
1104523 · Recruitment					
Check	11/21/2023	154571	Physicians Immediate Care	Inv #4361434 Physical Performance Test	130.00
Total 1104523 · Recruitment					130.00
1104527 · Equipment					
Check	11/21/2023	154572	Leaf (379-002)	Inv# 15613172 LL Copier Lease	97.04
Check	11/29/2023	154705	Pitney Bowes Global Financial Services	Inv# 3106368365 Postage Machine Lease 9/4-10/3	373.32
Total 1104527 · Equipment					470.36
1104528 · Office Supplies					
Check	11/29/2023	154706	Accurate Office Supply Co	Inv# 605062 Paper and pens	111.96
Total 1104528 · Office Supplies					111.96
1104529 · Postage					
Check	11/29/2023	154701	Purchase Power Easy Permit Postage	Postage Fees 12/12/23	1,000.00

Hanover Township Board Audit Report

November 21 through December 4, 2023

Type	Date	Num	Name	Memo	Amount
Total 1104529 · Postage					1,000.00
1104533 · Printing					
Check	11/29/2023	154708	Kwik Print	Inv# 74684 Business cards	47.10
Check	11/29/2023	154709	COTG	Inv# IN4872538 Copier Charges 10/25-11/24	83.55
Check	12/01/2023	154727	COTG	Inv# IN4863976 Copier Charges 10/25-11/24	332.85
Total 1104533 · Printing					463.50
1104534 · Dues, Subs, & Publications					
Check	12/01/2023	154724	ITASCSC	Annual Member Dues ITASCSC	75.00
Total 1104534 · Dues, Subs, & Publications					75.00
1104535 · Travel					
Check	11/21/2023	154556	Megan Conway	TOI/IDOA Mileage Reimbursement Oct-Nov 2023	582.95
Total 1104535 · Travel					582.95
1104538 · Community Affairs					
Check	11/29/2023	154698	Megan Conway	Reimbursement for senior committee Holiday Volunteer Recongition	39.98
Total 1104538 · Community Affairs					39.98
1104542 · Senior Home Care Pilot Program					
Check	11/21/2023	154559	Joann Gante (v)	Mileage Reimbursement Sept-Nov 2023	20.44
Total 1104542 · Senior Home Care Pilot Program					20.44
Total 1104ADM · Administration					2,894.19
1104NUT · Nutrition					
1105551 · Congregate Food					
Check	11/21/2023	154579	Gordon Food Service	Cafe Food	4,725.01
Check	11/21/2023	154564	Get Fresh Produce, Inc	Congregate Food	476.95
Check	11/21/2023	154568	Marilyn Perri (v)	Food For Cafe Nov	35.73
Check	11/28/2023	154588	Get Fresh Produce, Inc	Congregate Food	338.91
Check	11/28/2023	154589	Gordon Food Service	Cafe Food	496.19
Check	12/01/2023	154732	Get Fresh Produce, Inc	Congregate Food	654.12
Check	12/01/2023	154733	Gordon Food Service	Cafe Food	1,488.21
Total 1105551 · Congregate Food					8,215.12
1105552 · Congregate Equipment					
Check	11/21/2023	154556	Megan Conway	4 Centerpieces Cafe Decor	66.00
Check	11/21/2023	154579	Gordon Food Service	Cafe Equip	41.73
Total 1105552 · Congregate Equipment					107.73
1105553 · Congregate Supplies					
Check	11/21/2023	154579	Gordon Food Service	Cafe Supplies	482.11
Check	11/21/2023	154564	Get Fresh Produce, Inc	Congregate Supplies	114.40

Hanover Township Board Audit Report

November 21 through December 4, 2023

Type	Date	Num	Name	Memo	Amount
Check	11/28/2023	154588	Get Fresh Produce, Inc	Congregate Supplies	51.15
Check	11/28/2023	154589	Gordon Food Service	Cafe Supplies	69.43
Check	12/01/2023	154732	Get Fresh Produce, Inc	Congregate Supplies	92.02
Check	12/01/2023	154733	Gordon Food Service	Cafe Supplies	404.80
Total 1105553 · Congregate Supplies					1,213.91
1105558 · Home Delivered Meals Food					
Check	11/21/2023	154579	Gordon Food Service	HDM Food	4,724.99
Check	11/21/2023	154564	Get Fresh Produce, Inc	HDM Food	531.58
Check	11/21/2023	154568	Marilyn Perri (v)	Food for HDM Nov	35.73
Check	11/28/2023	154588	Get Fresh Produce, Inc	HDM Food	338.94
Check	11/28/2023	154589	Gordon Food Service	HDM Food	496.20
Check	12/01/2023	154732	Get Fresh Produce, Inc	HDM Food	654.12
Check	12/01/2023	154733	Gordon Food Service	HDM Food	1,378.04
Total 1105558 · Home Delivered Meals Food					8,159.60
1105560 · Home Delivered Meals Supplies					
Check	11/21/2023	154579	Gordon Food Service	HDM Supplies	482.12
Check	11/21/2023	154564	Get Fresh Produce, Inc	HDM Supplies	120.80
Check	11/28/2023	154588	Get Fresh Produce, Inc	HDM Supplies	51.15
Check	11/28/2023	154589	Gordon Food Service	HDM Supplies	69.44
Check	12/01/2023	154732	Get Fresh Produce, Inc	HDM Supplies	92.03
Check	12/01/2023	154733	Gordon Food Service	HDM Supplies	
Total 1105560 · Home Delivered Meals Supplies					815.54
Total 1104NUT · Nutrition					18,511.90
1104PRO · Enrichment Programs					
1104515 · Programming					
Check	11/21/2023	154579	Gordon Food Service	Coffee	433.70
Check	11/21/2023	154566	Nonno Pino's	20 people for lunch	528.00
Check	11/21/2023	154567	Soundz of Time	Entertainment for New Years Eve party	200.00
Check	11/28/2023	154585	Cesar Grimaldo	French/Spanish Instruction Jan/Feb 2024	450.00
Check	11/28/2023	154587	Cynthia Sutherland	Tai Chi Instructor Jan/Feb 2024	280.00
Check	11/28/2023	154590	Giuseppa Bartolomeo	Cooking Class Supplies 11/22	117.68
Check	11/28/2023	154591	Gloria Eineke	Supplies for Plastic Canvas Group	23.50
Check	11/28/2023	154592	James Murrell	Computers Made Easy Instruction Jan/Feb 2024	400.00
Check	11/28/2023	154597	Tiffany McIver	Rome with Tiffany Presentations	300.00
Check	11/28/2023	154598	Very Smart People LLC	Instruction Program - Save it to the Cloud 1/9/24	200.00
Check	11/28/2023	154599	Very Smart People LLC	Instruction Program - Save it to the Cloud 2/16/24	200.00
Check	11/28/2023	154600	Vicki Boyle	Instruction for Meditation for Well-Being Oct/Nov 2023 and Jan/Feb 2024	120.00
Check	11/28/2023	154602	Yvonne Preston	Senior Stretch & Flex Classes Jan/Feb 2024	175.00
Check	11/29/2023	154706	Accurate Office Supply Co	Inv# 605062 Water	21.12
Check	12/01/2023	154721	Bartlett Park District	Contract# 4414 Final Payment for Holiday Party Dec 5 2023	3,266.50
Total 1104515 · Programming					6,715.50

Hanover Township Board Audit Report

November 21 through December 4, 2023

Type	Date	Num	Name	Memo	Amount
1104520 · Volunteer Services					
Check	11/21/2023	154569	Charles Valerio	Home Delivered Meals Mileage Reimbursement Nov	19.65
Check	11/21/2023	154570	Larry Piemonte	Home Delivered Meals Mileage Reimbursement Oct	55.48
Total 1104520 · Volunteer Services					75.13
1104532 · Visual Arts					
Check	11/28/2023	154596	Mimi Krall	Art Class Supplies Reimbursement	41.90
Check	11/29/2023	154707	Blick Art Materials	Inv# 1908079 Art Supplies	304.00
Total 1104532 · Visual Arts					345.90
Total 1104PRO · Enrichment Programs					7,136.53
1104SOC · Social Services					
1104567 · Memory Cafe Grant					
Check	11/29/2023	154696	Greater Chicago Music Therapy	September Memory Cafe	175.00
Total 1104567 · Memory Cafe Grant					175.00
1104568 · Client Software					
Check	11/28/2023	154581	Mon Ami	Inv# 1427 Software Annual License Fee	6,750.00
Total 1104568 · Client Software					6,750.00
Total 1104SOC · Social Services					6,925.00
1104TRN · Transportation					
1104518 · Vehicle Maintenance					
Check	11/21/2023	154563	Valvoline	Inv #58586 Oil change 119	111.98
Check	11/28/2023	154594	Kammes Auto & Truck Repair, Inc.	Inv# 142908 Brakes/Windshield Wiper Repair.Oil Change	2,621.03
Check	12/01/2023	154730	Valvoline	Inv 58976 Oil change 137	89.98
Check	12/01/2023	154731	Ultimate Spray-N-Wash Inc	Inv# 41277 Bus Washes(7)	420.00
Total 1104518 · Vehicle Maintenance					3,242.99
1104549 · Employee Screenings					
Check	11/21/2023	154571	Physicians Immediate Care	Inv #4361434 Employee Drug Sreening (2)	275.00
Total 1104549 · Employee Screenings					275.00
1104552 · Fuel					
Check	11/29/2023	154719	Village of Hanover Park (Fuel)	Inv# 2023-18022 Oct 2023 Fuel	4,047.56
Total 1104552 · Fuel					4,047.56
Total 1104TRN · Transportation					7,565.55
Total 1104 · Aging Services - Expenditures					43,033.17
2024 · Human Services - Expenditures					
2024HOM · Home Relief					

Hanover Township Board Audit Report

November 21 through December 4, 2023

Type	Date	Num	Name	Memo	Amount
2024102 · Rent					
Check	11/28/2023	6434	Larry Bennett	December 2023 Rent	700.00
Check	11/28/2023	6435	Michelle Breen	December 2023 Rent	650.00
Check	11/28/2023	6436	Nature Homes of the Meadows HOA	December 2023 Rent	275.00
Check	11/28/2023	6439	Shellpoint	December 2023 Rent	520.75
Check	11/28/2023	6440	Shellpoint Mortgage Servicing	December 2023 Rent	975.00
Check	11/28/2023	6441	Spring Lakes Estates	December 2023 Rent	765.00
Check	11/28/2023	6442	Spring Lakes Estates	December 2023 Rent	685.00
Check	11/28/2023	6444	Valerie Woodcock	December 2023 Rent	210.00
Total 2024102 · Rent					4,780.75
2024103 · Utilities					
Check	11/28/2023	6432	Com Ed GA Home Relief	Utilities Assistance	80.68
Check	11/28/2023	6433	Com Ed GA Home Relief	Utilities Assistance	111.62
Check	11/28/2023	6437	NICOR GA Home Relief	Utilities Assistance	48.29
Check	11/28/2023	6438	NICOR GA Home Relief	Utilities Assistance	33.07
Total 2024103 · Utilities					273.66
2024105 · Personal Essentials					
Check	11/28/2023	6445	Walmart	Personal Essentials December 2023	750.00
Total 2024105 · Personal Essentials					750.00
2024106 · Travel Expenses					
Check	11/28/2023	6431	BP Gas Station	Fuel Assistance December 2023	50.00
Check	11/28/2023	6443	State Farm Salah, Neal	December Auto Insurance Assistance	32.96
Total 2024106 · Travel Expenses					82.96
2024119 · Emergency Assistance					
Check	11/28/2023	6429	Blackhawk Apartments	Emergency Assistance	2,950.96
Check	11/28/2023	6430	Junaid Karim	Emergency Assistance	2,200.00
Total 2024119 · Emergency Assistance					5,150.96
Total 2024HOM · Home Relief					11,038.33
Total 2024 · Human Services - Expenditures					11,038.33
3034 · Road Maintenance - Expenditures					
3034ADM · Administration					
3034705 · Dues, Subs & Publications					
Check	11/21/2023	154573	Continental Weather Svc	Inv# 195386 November 2023 Weather Forecasting	150.00
Total 3034705 · Dues, Subs & Publications					150.00
3034711 · Utilities					
Check	11/21/2023	154560	Nicor 44	Acct# 44-51-77-1000 8 Monthly Charges 10/16-11/13	204.71

Hanover Township Board Audit Report

November 21 through December 4, 2023

Type	Date	Num	Name	Memo	Amount
Check	11/21/2023	154561	Nicor 91	Monthly Charges 10/16-11/13	296.54
Total 3034711 · Utilities					501.25
Total 3034ADM · Administration					651.25
3034ROD · Road Maintenance					
3034602 · Operating Supplies & Materials					
Check	11/21/2023	154575	Sherwin-Williams	Inv #2064-6 Spray guard & road striping sprayer	46.99
Check	11/21/2023	154575	Sherwin-Williams	Inv #1933-4 Spray tip & road striping gun	48.99
Total 3034602 · Operating Supplies & Materials					95.98
3034603 · Fuel					
Check	11/29/2023	154719	Village of Hanover Park (Fuel)	Inv# 2023-18022 Oct 2023 Fuel	338.44
Total 3034603 · Fuel					338.44
Total 3034ROD · Road Maintenance					434.42
303EQM · Equipment					
3034608 · Equipment Purchase					
Check	11/21/2023	154574	Central Parts Warehouse	Inv# 699632A Plow blades	3,770.08
Total 3034608 · Equipment Purchase					3,770.08
3034609 · Maintenance Vehicles & Equip					
Check	11/21/2023	154578	Casey Equipment	Inv #W02624 Preventive maintenance & repairs to JCB track steer	3,397.75
Total 3034609 · Maintenance Vehicles & Equip					3,397.75
Total 303EQM · Equipment					7,167.83
Total 3034 · Road Maintenance - Expenditures					8,253.50
5054 · Mental Health - Expenditures					
5054ADM · Administration					
5054002 · Legal					
Check	11/29/2023	154718	Airdo Werwas LLC	Inv #237-0001-38878 Legal Fees	369.00
Total 5054002 · Legal					369.00
5054012 · Office Supplies					
Check	11/29/2023	154714	Staples	Inv #3551168669 Tide tickets	35.04
Total 5054012 · Office Supplies					35.04
5054537 · Community Relations					
Check	11/21/2023	154557	Amanda Teachout	Human Services Coordinating Council Refreshments (30)	59.39
Total 5054537 · Community Relations					59.39

Hanover Township Board Audit Report

November 21 through December 4, 2023

Type	Date	Num	Name	Memo	Amount
5054541 · Printing					
Check	11/29/2023	154716	Elite Document Solutions	Inv #8702 Copies Sept 2023	15.07
Check	11/29/2023	154717	Elite Document Solutions	Inv #8759 Copies Oct 2023	105.53
Total 5054541 · Printing					120.60
Total 5054ADM · Administration					584.03
5054SVC · Service Contracts					
5054205 · Mental Health Housing					
Check	12/01/2023	154734	UP Hanover Landing, LP	Hanover Landing Rent December/November	7,049.60
Total 5054205 · Mental Health Housing					7,049.60
Total 5054SVC · Service Contracts					7,049.60
Total 5054 · Mental Health - Expenditures					7,633.63
8084 · Capital Projects - Expenditures					
8084414 · Emergency Services Station					
Check	11/21/2023	154580	FGM Architects	November Progress payment- Phase 1 HTES/Campus Expansion	5,220.00
Check	12/01/2023	154728	Fire Penny	Inv# 65785 HTES Station Equipment	3,014.65
Check	12/01/2023	154729	ProxIT Technology Solutions	Inv# 23906 ES Station Network Equipment	4,247.22
Total 8084414 · Emergency Services Station					12,481.87
Total 8084 · Capital Projects - Expenditures					12,481.87
TOTAL					97,083.31



- I. Call to Order/Roll Call: Supervisor McGuire called the Board meeting to order at 7:00 p.m.
Clerk Dolan Baumer called the roll; present were Trustees Beattie, Essick and Martinez, and Supervisor McGuire. Absent: Trustee Noyola.
Others present were Assessor Khaja Moinuddin, Facilities and Road Maintenance Director Caleb Hanson, Aging Services Director Megan Conway, Human Services Director Mary Jo Imperato, Community Health Director Kristen Smith, Community Affairs Director Tom Kuttentberg, Emergency Services Deputy Chief Lonnie Williams, Youth and Family Services Director Tina Houdek, Mental Health Board Manager Amanda Teachout, Assistant to the Administrator Hailey Matich, Deputy Administrator Kristin Vana, Administrator James Barr, Intern Muhammad Yahya, and Attorney Mark Kimzey. Village of Streamwood Trustee Mike Baumer also was in attendance.
- 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. Supervisor McGuire closed the Town Hall.
- IV. Reports:
 - A. Supervisor's Report: Supervisor McGuire thanked the Knights of Columbus for staffing the Thanksgiving meal box distribution and the Emergency Services volunteers for helping coordinate the traffic. The Township Christmas toy collection will commence on December 16 from 8:00 a.m. to noon. Thank you to staff and officials for participating in the Veterans Honor Roll Dinner. Congratulations to Attorney Kimzey who would be named partner at Airdo Werwas this January.
 - B. Clerk's Report: Clerk Dolan Baumer reported that the TOCC Board Meeting would be held via Zoom on November 29.
 - C. Assessor's Report: Assessor Moinuddin offered no report.
 - D. Department Reports: Written reports were submitted for the Board's review; highlights this period included Deputy Vana reporting that Disability Services Coordinator Metsig has met with the residents of Hanover Landing. All units are rented, including the 40th unit, where the building manager would live. She reported that the Mental Health Board recently met and settled on funding to several agencies. On behalf of Human Services, she offered thanks to Facilities and Road Maintenance staff for putting up the flags of honor. Director Conway reported that she met with staff from Centro de Informacion in order to discuss ways of increasing older adults from the Hispanic community participation in Hanover Township programs and to increase outreach. They have identified the Hanover Park District as a potential partner for an initial kick-off to discussing what the residents want and what the barriers are to increased participation. AgeOptions will hold a brainstorming session to identify current barriers to service in our community. The Senior's Holiday Party would be held on December 5, the Senior Citizens Services Committee would hold their holiday party on December 9, the Adopt-a-Senior would be held on December 15 and there are now 60 participants. Director Hudek reported that there are several openings in the Youth and Family Services department. The January sports tournament with the Streamwood Park District has 76 participants signed up. Fall tutoring ends this week, and the new session starts in February. Committee on Youth member Ms Savannah Widman has been awarded the 2023 ATCOY Youth Leader award. She has been elected President of the ATCOY division for 2024. Thank you to Mr. Chris Cane for serving as Santa Claus this year; Cookies & Cocoa would be held with him on December 1. Director Smith reported that 250 vaccines were administered to residents to date. Puberty classes for 5th and 6th graders ends in November. The IDPH has offered funding for equipment and classes of Fit n' Strong classes to start early next year. Director Crews reported that the department has had

success with U-46 field trips to the new Emergency Services station to generate interest. He would be participating with MABIS in a meeting to discuss the 2024 agreement. The department is starting to streamline their radios into three groups. They will participate in a severe weather seminar and would start transitioning to the new facility next week. The department received complimentary thank you letters from fire departments of Elgin, Fox River, and Schaumburg. Director Hansen reported that street sweeping would occur in the Bridlewood division next week. Township facility holiday decorations would be installed this week. The Township would receive a certificate of occupancy during the first week of December. The generator operation does not affect occupancy. The Township is waiting final permitting, inspections and sign-offs by MWRD and the Village of Bartlett. Administrator Barr reported that Emmanuel Lutheran Church in Streamwood concluded the updated parcel division. If the Board would recall from the last meeting, the Church was worried that they would not be able to absorb the closing costs in the transfer of the cemetery to the Township. He made it clear to the Church board that closing costs are their responsibility. They decided that they would indeed proceed with absorbing the closing costs. The Township would draft the transfer agreement and absorb the legal costs of that. Administrator Barr played a video of the self-appointed FOIA Public Audit visit to Hanover Township. "Hats off to staff" for being genuine and welcoming to all requests for information regarding Hanover Township. We received a favorable review. Attorney Kimzey reported that the paid leave for all workers (PLAW) that was passed this year and goes into effect on January 1, 2024, is postponed, pending further clarification, but would be retroactive. The Illinois Department of Labor is currently working on the new law to include specific exceptions. The Airdo Werwas recommendation is to hold off implementation until further direction.

- VI. Bill Paying: Mr. Barr presented the bills for payment from November 7, 2023 through November 20, 2023 as follows:

a.	Town	\$58,428.47
b.	Senior Services	74,439.00
c.	General Assistance	11,042.87
d.	Road Maintenance	7,821.02
e.	Senior Citizens Services	251.41
f.	Mental Health Board	42,639.10
g.	Vehicle	21,000.00
h.	Capital	<u>47,589.71</u>
	Total	<u>\$263,211.58</u>

A motion was made by Trustee Essick and seconded by Trustee Martinez, to approve payment of the bills as presented from November 7, 2023 through November 20, 2023. Roll call: Ayes: Trustees Beattie, Martinez and Essick, and Supervisor McGuire. Motion carried. None. Motion carried and the bills will be paid.

- VII. Unfinished Business: No other business was discussed.

- VIII. New Business:

- A. Board Meeting Minutes of November 7, 2023: Clerk Dolan Baumer presented the Board meeting minutes of November 7, 2023 for review and approval. Trustee Beattie moved to approve the Board meeting minutes of November 7, 2023 as presented; motion seconded by Trustee Martinez. Roll call: Ayes: Trustees Beattie, Martinez, and Essick, and Supervisor McGuire. Nays: None. Motion carried.
- B. Set Estimate of the Tax Levy for Hanover Township for the Fiscal Year beginning April 1, 2023 and ending March 31, 2024: Trustee Martinez moved that the Board determine the estimate of the Tax Levy for Hanover Township for the fiscal year beginning April 1, 2023 and ending March 31, 2024, as follows:

a.	Town	\$4,656,961.00
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b. IMRF	225,460.00
c. Social Security	183,020.00
d. Senior Citizens	1,326,236.00
e. General Assistance	488,036.00
f. Mental Health Board	1,493,752.00
g. Road & Bridge	<u>1,780,967.00</u>
Estimated Total:	<u>\$10,154,432.00</u>

Trustee Essick seconded the motion as read into the record. Roll call: Ayes: Trustees Beattie, Essick, and Martinez, and Supervisor McGuire. Nays: None. Motion carried.

- C. Approval of Employee Health Insurance and Ancillary Benefits: Trustee Beattie moved to approve of Blue Cross Blue Shield of Illinois for employee health insurance and MetLife and VSP for ancillary benefits, as presented by staff; second by Trustee Martinez. As noted in the memo from Deputy Administrator Vana and Manager Callahan, "It is staff's recommendation to switch the Township's health insurance plan to Blue Cross Blue Shield of Illinois in 2024. BCBSIL's plan offerings will include high deductible health plans with an HRA for the Blue Choice Options PPO plan or the Blue Edge PPO plan. Additionally, staff recommend maintaining the annual waiver amount for eligible staff who waive the option of joining the Township's major medical plan of \$3,600. MetLife currently provides dental and life coverage and VSP provides vision coverage. MetLife provided a 2.9% increase to dental coverage and a 0% increase to life insurance coverage. In addition, the Township received a 0% increase for vision coverage through VSP for 2024. With consideration of the positive experience the Township continues to have with both MetLife and VSP, it is staff's recommendation to maintain dental and life coverage with MetLife and vision coverage with VSP for the 2024 health year." Roll call: Ayes: Supervisor McGuire and Trustees Beattie, Martinez, and Essick. Nays: None. Motion carried. Motion carried.

IX. Executive Session: No motion to go into Executive Session was made.

X. Other Business: The Board asked that staff prepare a reception to honor award winner, Ms Widman.

XI. Adjournment: There being no further business to come before this Board, a motion to adjourn at 7:52 p.m. was made by Trustee Essick and seconded by Trustee Beattie, followed by a roll call vote. Ayes: Trustees Beattie, Martinez and Essick, and Supervisor McGuire. 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

ORDINANCE NO. _____

**AN ORDINANCE
AMENDING THE HANOVER TOWNSHIP PURCHASING POLICY**

WHEREAS, the Supervisor and Board of Trustees (collectively, the “Township Board”) of Hanover Township (the “Township”) adopted Hanover Township Ordinance No. 081809 (the “Ordinance”), as amended by Hanover Township Ordinance No. 112222, to provide guidelines and directions for the acquisition of goods and services by Township employees in an efficient and economical manner; and

WHEREAS, the Township Board has reviewed the Ordinance and deems it necessary and appropriate to amend the same, *inter alia*, to provide procedures for the disposition of unclaimed property in accordance with the Revised Uniform Disposition of Unclaimed Property Act, 765 ILCS 1026/1 *et seq.*; and

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

SECTION ONE: INCORPORATION OF RECITALS. The recitals are hereby incorporated into the body of this Ordinance as though fully set forth herein.

SECTION TWO: ADOPTION. The amended Purchasing Policy, a copy of which is attached hereto and incorporated into the body of this Resolution as though fully set forth herein, is hereby adopted and approved.

SECTION THREE: SEVERABILITY. If any section, paragraph, or provision of this Ordinance 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 Ordinance.

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 Ordinance shall be in full force and effect upon its passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: December 5, 2023

APPROVED: December 5, 2023

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 Ordinance No. _____, enacted on December 5, 2023, and approved on December 5, 2023, as the same appears from the official records of Hanover Township.

Katy Dolan Baumer, Township Clerk

Hanover Township

Purchasing Policy

(Revised 12/2023)

I) Statement of Purpose

The purpose of this policy is to provide the Township of Hanover with guidelines and directions for the acquisition of goods and services. When used with good judgment and common sense, the policies and procedures conveyed within will allow the Township to obtain required supplies and services efficiently and economically. The Township Board has adopted this as Township policy by ordinance.

All Township personnel and officials engaged in purchasing and related activities on behalf of the Township shall conduct themselves in a manner above reproach in every respect. Township employees and officials shall strive to ensure that public money is spent efficiently and effectively and in accordance with statutes, regulations and township policies.

The policy is divided into sections dealing with general procedures and responsibilities, authorization levels, pricing requirements, credit card usage, emergency purchases, petty cash, and travel.

This policy is designed to be a document for reference in the case of any related purchasing practices. It serves as a general guideline and if there are any further detailed questions about purchasing agreements, an employee may contact the Township Administrator or accounting. This policy will be modified from time to time to conform to changes in any applicable legislation, technology, or preferred practices.

II) General Procedures and Responsibilities

- A)** The Township Board adopts a budget for the fiscal year which begins April 1st through March 31st of each year.
- B)** Purchases of goods and services for budgeted items may be ordered by Department Heads provided that expenditures do not exceed the amount available in the budget.
- C)** Mailed invoices are received by the Township Staff and distributed to the Department Head for coding and approval. The Department Head will in turn send them back to accounting for completion.
- D)** A Board Audit Report, which is a listing of all checks to be approved, is prepared by accounting the Friday before each Township Board Meeting, twice a month and then prepared for a vote at the Board Meeting. Check Requests are due to accounting by the end of the day Thursday.
- E)** After Township Board authorization of expenditures, administration mails out the checks to vendors unless Department Heads request the checks to be returned directly to them.

III) **Authorization of Township Purchases**

No employee shall purchase goods or services on behalf of the Township without first seeking approval as required by this policy. All purchases shall require advance approval of the appropriate Department Head, Township Administrator, or Township Board within the guidelines described below. All purchases should correspond with their budget and staff shall refrain from purchasing any item which would result in exceeding the budgeted amount until the Board has amended the budget or provided for such additional expenditure.

Dollar Limits	Required Approval
\$1 to \$4,000	Department Head
\$4,001 to \$29,999	Township Administrator
\$30,000 and Above	Township Board

IV) **Pricing Requirements**

The Township policy is to obtain the most cost-effective price available for purchases through competitive pricing. The following guidelines will determine the level of pricing required for purchases.

Dollar Limits	Requirements
\$2,500 or less	Verbal quotes are sufficient
\$2,501 to \$4,000	Minimum of 3 written quotes
\$4,001 to \$20,000	Minimum of 3 written quotes; authorization of Township Administrator
\$20,001 to \$29,999	Minimum of 4 written quotes; authorization of Township Administrator
\$30,000 or more	A formal RFP (Request for proposal) and/or competitive bid are required in accordance with State Law and Township Ordinances; authorization by the Township Board prior to purchase

All purchases of goods and services exceeding \$30,000 shall be subject to a competitive bidding process. All formal bids, RFP's, and RFQ's (Request for Qualifications) are to be coordinated from the Office of the Township Clerk in consultation with administration and legal counsel.

It is the responsibility of the respective departments to assist the clerk in preparing the specification and bid documents as requested.

Exceptions to the pricing requirements include single source vendors, repetitive purchases, requirements by state statute or local ordinance, emergency purchases, contractual obligations, professional associations, or other authorized situations.

Township purchases are not subject to sales tax; therefore, employees shall make efforts to inform vendors of the Townships tax exempt status and to ensure that sales tax is not paid for purchases made with petty cash or purchasing cards. Employees shall provide vendors

who request them with a sales tax exemption form. The sales tax exemption form is uploaded to BambooHR under the "File" tab for staff use.

V) Hanover Township Purchasing Card Usage and Procedure

It is the responsibility of each cardholder to be acquainted with the purchasing policy and guidelines of the Township and to make card purchases in accordance with these policies.

The Township administration shall maintain a list of the purchasing cards issued to each employee in their individual files and shall request they be returned prior to secession.

A) Use of Central Purchasing Card: The Township Administrator approves all transactions with the Township Purchasing Card. An employee has to request the use of the card from the Assistant Township Administrator by following the procedure below:

1. Contact the Assistant Township Administrator to obtain the purchasing card.
2. Sign-out the purchasing card for period of no more than 24 hours, unless under special circumstances as approved.
3. After completing purchase, return card to Assistant Township Administrator with signed receipt and internal account number to be billed.

B) Use of Assigned Purchasing Cards: Purchasing cards are issued at the discretion of the Township Administrator or his/her designee to current employees who are granted a formal delegation of Township purchasing authority. Cardholders must ensure the following:

1. Each cardholder is responsible for the security of the card and should not permit its use for means other than those permitted by the Purchasing Policy and Purchasing Card Guidelines.
2. Upon receipt of the monthly statement, the cardholder must attach signed receipts and indicate an internal account code for each purchase and forward the information to the Administrative Specialist for processing.

C) Use of Retail Store Purchasing Cards: Hanover Township possesses retail purchasing cards to specific stores where materials are purchased frequently. In order to use the store card, an employee must:

1. **Become an authorized user:** Only department heads or approved employees are allowed to be users of township related retail cards. In order to become an authorized user, an employee shall follow the procedure below:
 - a) Fill out Retail Card User Authorization Form and return it to the Township Administrator for approval.
 - b) Once approved, the user will be placed on the list and the updated information will be sent to the appropriate store.
2. **Purchasing with Retail Store Card:** Upon purchase, a signed receipt must be provided for accounting with an internal account code and Department Head signature within two business days.

VI) Emergency Purchases

Illinois State statutes provide that in case of accident, disaster or other circumstances creating a public emergency, the Supervisor may award contracts and make purchases for the purpose of meeting said emergency; but shall file promptly with the Township Board a certificate showing such emergency and the necessity of such action, together with an itemized account of all expenditures.

Reporting to the Board would be handled through the first claims list process immediately following the emergency expenditure.

VII) Petty Cash

Petty cash is used to reimburse employees for Township expenses which the employee incurs up front and for small purchases which are handled most efficiently by utilizing petty cash. The following guidelines should be applied:

- 1) Individual petty cash purchases are limited to \$100.00 or less.
- 2) Employee must prepare a petty cash voucher which is approved by the Department Head.
- 3) Receipts documenting the expense must be attached to the petty cash voucher. Disbursements from petty cash funds cannot be approved without receipts. If an employee cannot provide a receipt, alternative verification approved by the Department Head must be attached.

Each department is responsible for balancing and reconciling its own petty cash fund. Departments replenish petty cash funds by submitting a request to accounting with Receipts. The request is then processed through the Accounts Payable process. The request for replenishment must be supported by petty cash vouchers and receipts which agree to the amount of the request.

VIII) Travel and Mileage

When conducting business on behalf of the Township, employees are expected to use good quality services, appropriate accommodations for business, and for these expenditures to be documented.

Control of travel authorization is the responsibility of each Department Head. Travel authorization is a two-part process including: approval of all travel in advance and expense reporting following completion of the trip. All Township personnel traveling or incurring business expenses on behalf of the Township and those responsible for the approval of these expenses are expected to use the above measures.

Expenses of travel by automobile are reimbursable at the IRS authorized rate in effect at the time of travel. The mileage reimbursement allowance covers all automobile related costs; gasoline, insurance, maintenance etc... It is important to note that the IRS rate INCLUDES these costs and does not pay for your insurance or maintenance should it happen during the

trip. Toll charges and parking fees, when supported by receipts, are reimbursable in addition to mileage allowance. Employees shall utilize the lowest available fees for traveling including use of air, train, automobile, etc.

Employees using personal vehicles on Township business must have adequate automobile coverage in compliance with state and local law.

Travel Reimbursement Process

Employees of the Township should fill out the appropriate reimbursement form from the computer server. Upon completion, they should return the reimbursement form to the proper Department Head. Upon the approval of the Township Board, a reimbursement check will be issued.

IX) Unclaimed Property

The purpose of this Unclaimed Property Policy is to ensure compliance with the Illinois Uniform Disposition of Unclaimed Property Act (the "Act"), 765 ILCS 1026/1 *et seq.* The Act requires government agencies to send to the State of Illinois any "Unclaimed Property" that is unclaimed for greater than three (3) years. Such property is presumed to be abandoned.

"Unclaimed Property," as defined in the Act, shall mean any intangible personal property that is unclaimed by the rightful owner after a certain period of time, and includes, but is not limited, to the following:

- 1) Money or a credit owed to a vendor as a result of a retail business transaction 3 years after the obligation.
- 2) Wages, commissions, bonuses, or reimbursements to which an employee is entitled, or other compensation for personal services, including amounts held on a payroll card for one year only as applicable after the amount becomes payable.
- 3) Deposit or refund owed to a subscriber of a service one year after the deposit or refund becomes payable.
- 4) State or municipal bond 3 years after the earliest date the bond matures.

All Unclaimed Property shall be reported to the Office of the Illinois State Treasurer (the "State Treasurer") and the custody of the item(s) shall be relinquished to the State Treasurer for safekeeping. The Administrator or his designee shall report the items via the online form designated by the State Treasurer, including the nature of the property, the last known owner's name, address, Social Security number or Tax ID if known or readily ascertainable, and the date of recovery. The report shall be filed before November 1 of each year that covers the 12 months preceding July 1 of that year and must be completed whether or not there are any items being held.

A party of interest may file a claim with the Township prior to the relinquishment of the property to the State Treasurer. The claim must include the following information:

- 1) Claimant's name, address and phone number
- 2) Social Security number, if applicable
- 3) Proof of identity, such as a passport or driver's license
- 4) Amount of the claim, if known
- 5) Standing of the claim

RESOLUTION NO. _____

**A RESOLUTION
TO APPROVE THE 2024 PACE TRIP TRANSIT
GRANT AND SERVICE AGREEMENT**

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 2024 TRIP and Transit Grant and Service Agreement (the “Agreement”) between the Suburban Bus Division of the Regional Transportation Authority, operating under the name “Pace,” and the Township to provide transportation services for the senior citizens of the Township, a copy of which is appended hereto and expressly incorporated herein by reference, is hereby approved.

SECTION TWO: AUTHORIZATION. The Township Supervisor and the Township Clerk are hereby authorized to sign and attest, respectively, the Agreement on behalf of the 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: Tuesday, December 5, 2023

APPROVED: Tuesday, December 5, 2023

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 December 5, 2023, and approved on December 5, 2023, as the same appears from the official records of Hanover Township.

Katy Dolan Baumer, Township Clerk

2024 TRIP AND TRANSIT GRANT AND SERVICE AGREEMENT

This 2024 Trip and Transit Grant and Service Agreement ("Agreement") is among Pace, the Suburban Bus Division of the Regional Transportation Authority, an Illinois municipal corporation ("Pace"), Elk Grove Township, an Illinois unit of local government ("Elk Grove Township"), Hanover Township, an Illinois unit of local government ("Hanover Township"), Palatine Township, an Illinois unit of local government ("Palatine Township"), Schaumburg Township, an Illinois unit of local government ("Schaumburg Township"), and Wheeling Township, an Illinois unit of local government ("Wheeling Township") (Elk Grove Township, Hanover Township, Palatine Township, Schaumburg Township, and Wheeling Township are sometimes individually referred to as a "Township" and collectively referred to as the "Townships" in this Agreement).

Pace was established under the Regional Transportation Authority Act (70 ILCS 3615/1.01 et seq.) to aid and assist public transportation in the six-county northeastern Illinois area.

Article VII, section 10 of the Constitution of the State of Illinois (Ill. Const. art. VII, § 10) authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance.

The Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) authorizes and encourages intergovernmental cooperation.

The parties are units of local government within the meaning of article VII, section 10 of the Constitution of the State of Illinois (Ill. Const. art. VII, § 10) and have the power and authority to enter into this Agreement.

Pace will fund its provision of the transportation service described in this Agreement ("Pace Grant").

The parties agree as follows:

1. **Effective Date.** This Agreement will be in effect beginning on January 1, 2024. If a party signs this Agreement but fails to date its signature, the date that the other party receives the signing party's signature on this Agreement will be deemed to be the date that the signing party signed this Agreement.
2. **Service Description.** Curb-to-curb dial-a-ride bus service ("Service") will be provided to the Townships as described in the attached exhibit A.
3. **Term and Termination.** This Agreement will remain in effect through December 31, 2024 unless earlier terminated by a party upon 30 days' advance written notice to the other parties in the event: (a) sufficient funds have not been appropriated to cover the required financial contribution by Pace; (b) Pace develops alternative public transportation services which, as determined by Pace, will better meet the transportation needs of the public; or (c) Pace has materially failed to perform its obligations under this Agreement.

4. **Service Provider.** Pace will contract with one or more outside service providers to provide the Service (“contracted outside service provider(s)”). Pace will not be responsible for any failure to provide the Service due to circumstances beyond the reasonable control of Pace and/or Pace’s contracted outside service provider(s). Pace shall make every reasonable effort to have the Service restored as soon as practical. No fees will be charged by any contracted outside service provider for Service not performed.

5. **Reporting.** Pace shall provide the Townships with electronic access to or, in the event electronic access is unavailable, a copy of a summary report that will contain total miles and data for each one-way trip and a monthly report that will contain an accounting of the Pace Grant funds expended and will be based on Service costs calculated using actual costs to provide the Service less revenue received.

6. **Funding.** The Pace Grant will not exceed \$250,000. The Townships shall participate in the financial support of the Service by reimbursing Pace monthly for all Service costs after the Pace Grant is expended.

(a) The total expense of the Service will equal the sum of the hourly Service expense and the per-trip Service expense. The hourly Service expense will be calculated by multiplying the number of vehicle revenue hours by the hourly rate charged to Pace by Pace’s contracted outside provider(s) delivering the Service. The per-trip Service expense will be calculated on a trip-by-trip basis. The operating expense will be the aggregate of rates and/or fees charged to Pace by Pace’s contracted outside service provider(s) delivering the Service.

(b) In 2024 only, Pace will increase the Pace contribution by an additional \$43,125.00.

(c) The Townships shall pay Pace within 30 days of receiving the monthly bill for Service costs. Sponsor shall mail payment to:

Pace, the Suburban Bus Division of the Regional Transportation Authority
550 W. Algonquin Road
Arlington Heights, IL 60005
Attention: Accounts Payable

7. **Independent Relationship.** Pace is an independent contractor and not an employee, agent, joint venturer, or partner of any Township, and nothing in this Agreement will be construed as creating any other relationship between Pace and any Township or between any employee or agent of Pace and any Township. Pace employees will at all times remain employees of Pace, and Pace will be solely responsible for all aspects of their employment, including, without limitation, compensation, benefits, payment or withholding of taxes, Social Security, Medicare, unemployment or other insurance, and workers’ compensation.

8. **Insurance.** Pace shall require its contracted outside service provider(s) to obtain and maintain insurance coverage and furnish Pace with evidence of such coverage, including a certificate of insurance. Pace shall provide a Township with a copy of the certificate of insurance upon written request by that Township.

9. **Indemnification.** Each Township shall indemnify and defend Pace and Pace's officers, directors, employees, and agents from and against any and all liability, losses, damages, claims, suits, payments, settlements, judgments, demands, awards, expenses, and costs, including attorneys' fees, resulting from that Township's intentional or negligent acts or omissions concerning the performance of any of that Township's obligations under this Agreement. Pace shall indemnify and defend each Township and each Township's officers, directors, employees, and agents from and against any and all liability, losses, damages, claims, suits, payments, settlements, judgments, demands, awards, expenses, and costs, including attorneys' fees, resulting from Pace's intentional or negligent acts or omissions concerning the performance of any of Pace's obligations under this Agreement. No party will be liable for or be required to indemnify another party for claims based upon the intentional or negligent acts or omissions of third persons. Upon written notice by the party claiming indemnification ("Claimant") to the indemnifying party ("Indemnitor") regarding any claim which Claimant believes to be covered under this section, Indemnitor shall appear and defend all suits brought upon that claim and shall pay all costs and expenses incidental to that claim, but Claimant has the right, at Claimant's option and expense, to participate in the defense of any suit, without relieving Indemnitor of Indemnitor's obligations under this section.

10. **Force Majeure.** A party will not be held liable to another party for damages nor be deemed to have breached this Agreement for failure or delay in performing any obligation under this Agreement if the failure or delay is caused by or results from causes beyond the reasonable control of and without the fault or negligence of the affected party, including war, fire, flood, other acts of God, civil disturbance, a terrorist act, pandemic, epidemic, or a labor strike or lockout. The affected party shall promptly notify the other parties of those force majeure circumstances, specifying the cause and the expected duration of the delay, and shall promptly undertake all reasonable steps necessary to cure those force majeure circumstances. If a condition of force majeure continues for more than 30 consecutive days, Pace, in its sole discretion and after written notice to the other parties, may immediately terminate this Agreement for convenience. Where an event of force majeure occurs after a party's failure or delay in performance, the breaching party will not be released from liability.

11. **Compliance with Laws.** The parties shall comply with all local, state, and federal laws, statutes, ordinances, regulations, and rules applicable to this Agreement, including but not limited to section 2-105(A)(4) of the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)).

12. **Headings.** The headings in this Agreement are for reference and convenience only and will not affect the meaning or interpretation of this Agreement.

13. **Waiver.** Failure of a party to exercise any right or pursue any remedy under this Agreement will not constitute a waiver of that right or remedy.

14. **Binding Effect.** This Agreement will be binding upon the parties and their respective directors, officers, employees, agents, representatives, successors, and approved assigns.

15. **Entire Agreement.** This Agreement, including the introductory recitals and any attached exhibits, which are hereby incorporated into and made a part of this Agreement, constitutes the entire agreement between the parties and supersedes any prior written or oral understandings, agreements, or representations between the parties that may have related in any way to the subject matter of this Agreement, and no other written or oral warranties, inducements, considerations, promises, representations, or interpretations, which are not expressly addressed in this Agreement, will be implied or impressed upon this Agreement.

16. **Conflict.** In the event of a conflict or ambiguity between the terms and conditions of this Agreement and any exhibit to this Agreement, the terms and conditions of this Agreement will control.

17. **Survival.** Any provision of this Agreement that imposes an obligation after termination or expiration of this Agreement will be deemed to survive termination or expiration of this Agreement.

18. **Severability.** If any provision of this Agreement is held invalid or unenforceable by an Illinois court of competent jurisdiction, that provision will be deemed severed from this Agreement and the remaining provisions of this Agreement will be remain in full force and effect.

19. **Assignment.** No party may assign, delegate, or otherwise transfer all or part of its rights and obligations under this Agreement without the prior written consent of the other parties.

20. **Amendment.** No changes, amendments, or modifications to this Agreement will be valid unless they are in writing and signed by the duly authorized signatory of each party.

21. **Notice.** Any notice under this Agreement must be in writing and must be given in the following manner:

- (a) by personal delivery (deemed effective as of the date and time of delivery);
- (b) by commercial overnight delivery (deemed effective on the next business day following deposit of the notice with a commercial overnight delivery company);
- (c) registered or certified mail, return receipt requested, with proper postage prepaid (deemed effective as of the third business day following deposit of the notice in the U.S. mail); or
- (d) by facsimile with confirmation of transmission (deemed effective as of the date and time of the transmission, except the effective date and time will be 8:00 a.m. on the next business day after transmission of the notice if transmitted during non-business hours).

Business days are defined as Monday through Friday, excluding federal holidays. Business hours are defined as 8:00 a.m. to 5:00 p.m. Central Time on Monday through Friday, excluding federal holidays. The notice must be addressed as follows or addressed to such other address as a party may specify in writing:

Pace, the Suburban Bus Division of the RTA
550 W. Algonquin Road
Arlington Heights, IL 60005
Attention: Executive Director

Facsimile No.: (847) 228-4205

Hanover Township
250 S. Route 59
Bartlett, IL 60103
Attention: Township Supervisor

Facsimile No.: (630) 837-0301

Elk Grove Township
2400 S. Arlington Heights Road
Arlington Heights, IL 60005
Attention: Township Supervisor

Facsimile No.: (847) 437-0434

Wheeling Township
1616 N. Arlington Heights Rd.
Arlington Heights, IL 60004
Attention: Township Supervisor

Facsimile No.: (847) 259-1570

Schaumburg Township
1 Illinois Boulevard
Hoffman Estates, IL 60129
Attention: Township Supervisor

Facsimile No.: (847) 884-0030

Palatine Township
7215 S. Quentin Road, Suite 101
Palatine, IL 60067
Attention: Township Supervisor

Facsimile No.: (847) 358-6702

22. **Governing Law, Jurisdiction, and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of Illinois without regard to principles of conflicts of law, and the parties shall submit to the exclusive jurisdiction and venue of the state courts of Cook County, Illinois for any dispute arising out of or related to this Agreement.

23. **Counterparts.** This Agreement may be executed in counterparts, each of which when so executed and delivered will be deemed to be an original and all of which when taken together will constitute one and the same agreement.

24. **Electronic Signature.** This Agreement may be executed through the use of electronic signatures. Electronic signatures and signatures scanned and transmitted via email will be deemed original signatures for purposes of this Agreement.

25. **Authorization.** The signatories to this Agreement represent and warrant that they have full authority to sign this Agreement on behalf of the party for whom they sign.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.
SIGNATURE BLOCK ON FOLLOWING PAGE.]**

The parties have caused this Agreement to be executed by their respective duly authorized signatory on the dates stated below.

PACE

By: _____
Signature

Print Name: Melinda J. Metzger

Print Title: Executive Director

Date: _____

WHEELING TOWNSHIP

By: _____
Signature

Print Title: _____

Title: _____

Date: _____

SCHAUMBURG TOWNSHIP

By: _____
Signature

Print Name: _____

Print Title: _____

Date: _____

HANOVER TOWNSHIP

By: _____
Signature

Print Name: _____

Print Title: _____

Date: _____

ELK GROVE TOWNSHIP

By: _____
Signature

Print Name: _____

Print Title: _____

Date: _____

PALATINE TOWNSHIP

By: _____
Signature

Print Name: _____

Print Title: _____

Date: _____

Exhibit A

TRIP

Service Description

TYPE OF SERVICE	Curb to Curb Dial-A-Ride Bus Service
SERVICE OPERATED BY	Pace will contract with a transportation provider (the "Contractor") to provide the service, which is the subject of this Agreement.
RESERVATION DAYS & HOURS	Monday through Friday – 9:00 AM to 2:00 PM
RESERVATION METHOD	Reservations shall be accepted at the Pace call center by way of email (cookcounty@pacebus.com) a maximum of seven (7) days in advance and a minimum of two (2) days in advance of the day of service. Note: Friday reservations are for Tuesday service.
REGISTRATION METHOD	All riders register through the Township. Registration information is sent by the Township to the designated Pace email address (cookcounty@pacebus.com). Eligible riders are registered with the transportation provider within five (5) business days.
SERVICE AREA	TRIP provides transportation to eligible riders to medical facilities within Palatine, Wheeling, Hanover, Schaumburg and Elk Grove Townships. In addition, transportation is provided to the following designated locations outside of the five (5) Townships: 1. University of Illinois Medical Center; 2. Jesse Brown VA Medical Center; 3. Edward Hines VA Hospital; 4. Lovell Federal Healthcare Center; 5. John Stroger Cook County Hospital; 6. Rush Medical Center; 7. Northwestern Hospital; 8. ARA South Barrington Dialysis Center; and 9. Good Shepherd Hospital in Barrington. 10. Loyola Hospital 11. Social Security Offices within the partner Townships or adjacent Townships 12. VA Facility, Hoffman Estates 13. Dialysis Center, 3150 W. Higgins, Hoffman Estates 14. Wheaton Eye Clinic 2015 N. Main St, Wheaton
SERVICE DAYS & HOURS	Monday through Friday – 5:00 AM to 9:00 PM Saturday – 5:00 AM to 4:00 PM Note: Whenever possible, pick-up times are negotiated in order to optimize the service efficiency.
HOLIDAYS	Service will <u>not</u> operate on following holidays: • New Year's Day • Memorial Day • Independence Day • Labor Day • Thanksgiving Day • Christmas Day
ONE-WAY FARE	Trips within the Township \$5.00 Trips across Townships \$10.00 Note: The maximum fare per trip per rider is \$10.00
SUBSCRIPTIONS	Subscriptions are allowed per the approval of the Township. Subscriptions are submitted by way of email (cookcounty@pacebus.com) a minimum of five (5) days in advance of service.
COMPANIONS	One (1) free companion is allowed per eligible passenger.
RIDER ELIGIBILITY	Rider eligibility is determined by the sponsor. Registered riders are seniors who are 60 years and older or persons with disabilities who are 18 years or older.

RESOLUTION _____

**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”) with Thomas Engineering Group, LLC, for Phase II Design and Phase III Construction Engineering Services for the 2024 Roadway Resurfacing Project, a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved, subject to review and approval by the Township Attorney.

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, following approval of the Agreement by the Township Attorney.

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: December 5, 2023

APPROVED: December 5, 2023

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 December 5, 2023, and approved on December 5, 2023, 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 5th day of December, 2023, 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. Scope of Project. The project is to consist of Phase II Design and Phase III Construction Engineering Services for the 2024 Roadway Resurfacing Project ("Project"), 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 RFP and 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 in accordance with the Proposal until the completion of the Project or until the termination of this Agreement by Township ("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 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 \$132,513.90 ("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 24(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 the 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 Human Rights Act. Pursuant to Section 2-105 of the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.*, ("IHRA"), every party to a public contract shall have written sexual harassment policies that include, at a minimum, the following information:

- (1) The illegality of sexual harassment;
- (2) The definition of sexual harassment under State law;
- (3) A description of sexual harassment, utilizing examples;
- (4) The vendor's internal complaint process, including penalties;
- (5) The legal recourse, investigative, and complaint process available through the Illinois Department of Human Rights ("Department") and the Illinois Human Rights Commission ("Commission");
- (6) Directions on how to contact the Department and the Commission; and
- (7) Protection against retaliation as provided by Section 6-101 and 6-101.5 of the IHRA.

Design Professional understands, represents, and warrants to the Township that Design Professional and its subcontractors, if any, are and shall remain for the entirety of the Project in compliance with Section 2-105 of the IHRA. A violation of Section 2-105 of the IHRA is cause for the immediate termination of this Agreement. However, any forbearance or delay by the Township in canceling this Agreement shall not be construed as, and does not constitute, the Township's

consent to such violation and a waiver of any rights the Township may have, including without limitation, termination of this Agreement.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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 20, "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.

21. 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.

22. 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.

23. 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.

24. 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. 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

If to Township:

Hanover Township
250 S. IL Route 59
Bartlett, Illinois 60103
Attention: James 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. Exhibit A 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

THOMAS ENGINEERING GROUP, LLC

Township Supervisor

Date: _____

Date: _____

ATTEST:

ATTEST:

Township Clerk

EXHIBIT A -- HANOVER TOWNSHIP PROFESSIONAL SERVICES AGREEMENT



November 28, 2023

Mr. Caleb Hanson
Director, Department of Facilities & Road Maintenance
Hanover Township
250 S. IL Route 59
Bartlett, Illinois 60103

762 Shoreline Drive
Suite 200
Aurora, IL 60504

Re: Proposal for Phase II Design and Phase III Construction Engineering Services for the 2024 Roadway Resurfacing Project

Dear Mr. Hanson:

Thomas Engineering Group, LLC (TEG) respectfully submits this proposal to Hanover Township to provide Phase II Design and Phase III Construction Engineering Services for the 2024 Roadway Resurfacing Project. TEG is enthusiastic about the opportunity to continue working with the Department of Facilities & Road Maintenance.

This proposal includes our understanding of the assignment, proposed scope of services, and estimated fee for providing design and construction engineering services for the FY 2024 Roadway Resurfacing Project. TEG will continue to provide a professional and responsive team that is eager to fulfill the Township's needs and expectations.

If you have any questions or require additional information, please call me at (847) 815-9500 or by e-mail at kevinv@thomas-engineering.com.

Sincerely,
thomas engineering group, llc

Kevin C. VanDeWoestyne, P.E., ENV SP
Municipal Department Head

cc: Mr. James Barr, Township Administrator, Hanover Township
Ms. Mary E. Cave, P.E., Project Manager, Thomas Engineering Group, LLC



PROPOSAL
FOR
HANOVER TOWNSHIP
DEPARTMENT OF FACILITIES & ROAD MAINTENANCE

FY 2024 ROADWAY RESURFACING PROJECT

**PHASE 2 DESIGN ENGINEERING SERVICES AND
PHASE 3 CONSTRUCTION ENGINEERING SERVICES**

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

November 28, 2023

Proposal for Professional Engineering Services FY 2024 Roadway Resurfacing Project Hanover Township, Department of Facilities & Road Maintenance

Thomas Engineering Group, LLC (TEG) respectfully submits this Proposal to Hanover Township to provide Phase II Design and Phase III Construction Engineering Services for the FY 2024 Roadway Resurfacing Project (Project). As the consulting engineer for the Township's FY 2023 Roadway Resurfacing Project (Glen Echo Rd., Chestnut St., and Circle Dr.), TEG has excellent knowledge and understands the intent of the Township's annual road program.

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 road resurfacing projects. Our team has successfully administered locally funded roadway resurfacing projects throughout DuPage and Cook Counties.

CONSTRUCTION PLANS FOR

GLEN ECHO ROAD, CHESTNUT STREET, AND CIRCLE DRIVE RESURFACING PROJECT

FOR THE
HANOVER TOWNSHIP
COOK COUNTY, ILLINOIS

INDEX OF DRAWINGS

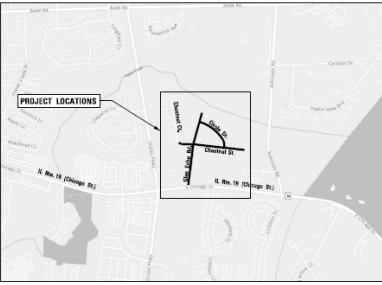
- 1 TITLE SHEET
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- 10 CONSTRUCTION DETAILS
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IDOT DISTRICT ONE DETAILS:

- 80-32 BUTT JOINT AND HMA TAPER DETAILS
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- 42201-03 CLASS C AND D PATCHES
- 701301-04 LANE CLOSURE, 2L, 2W, SHORT TIME OPERATIONS
- 701501-06 URBAN LANE CLOSURE, 2L, 2W, UNDIVIDED
- 701901-05 TRAFFIC CONTROL DEVICES
- 780001-04 TYPICAL PAVEMENT MARKINGS



LOCATION MAP

GLEN ECHO ROAD GROSS AND NET LENGTH OF PROJECT: 1,008 FT (0.19 MI)
 CHESTNUT STREET GROSS AND NET LENGTH OF PROJECT: 1,093 FT (0.21 MI)
 CIRCLE DRIVE GROSS AND NET LENGTH OF PROJECT: 579 FT (0.11 MI)
 TOTAL PROJECT LENGTH: 2,680 FT (0.51 MI)



SIGNED: _____

KEVIN VANDEWESTYN, P.E.

DATE: _____

IL REGISTRATION NUMBER: 062-061311

EXPIRES: 11/20/2023

HANOVER TOWNSHIP
DEPARTMENT OF FACILITIES AND ROAD MAINTENANCE

SUBMITTED: _____, 20____

CALEB HANSON, DIRECTOR

JULIE
JOINT UTILITY LOCATION INFORMATION FOR EXCAVATION
1-800-892-0123

DESIGNED BY	DATE	SCALE	REVISION
DJN	02/15/23		
KCV	N.T.S.		

HANOVER TOWNSHIP
200 SOUTH E. ROUTE 58
HANOVER, IL 60140
PHONE: (815) 426-5001



thomas engineering group llc
2402 northlake road
schaumburg, il 60196
phone: (815) 433-1100

**GLEN ECHO ROAD,
CHESTNUT STREET,
AND CIRCLE DRIVE
RESURFACING PROJECT**

TITLE SHEET

EXAMINER: _____

1 of 12

We are confident that our abilities, knowledge, and resources 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.

PROPOSED TEAM

We have an excellent understanding of this Project and have assembled 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 Township policies and procedures. Our proposed Design Project Manager, Mary Cave, P.E., recently managed the design for the FY23 Road Project and William Tiknis Campus Expansion Project. Our proposed Construction Project Manager, Jeffrey Klein, P.E., recently managed the Township's FY 2022 Roadway Resurfacing Project and brings direct relevant construction experience to this project.

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.

MARY CAVE, P.E., DESIGN PROJECT MANAGER

Mary Cave, P.E., Senior Project Manager, will lead this project for TEG. Ms. Cave has over 20 years of work experience in several aspects of civil engineering. From her previous experience, including serving as the Assistant City Engineer for the City of Decatur, she has developed strong communication skills as well as the ability to organize, prioritize and work with multiple stakeholders and deadlines. Her vast experience includes public outreach, grant writing, land development design and review, drainage system modeling, design and review, and capital improvement planning and budgeting, sanitary sewer design and review, erosion and sediment control design and inspection, traffic analysis and modeling, transportation phases 1 and 2, park planning and design, and survey.

JEFFREY KLEIN, P.E., CONSTRUCTION PROJECT MANAGER

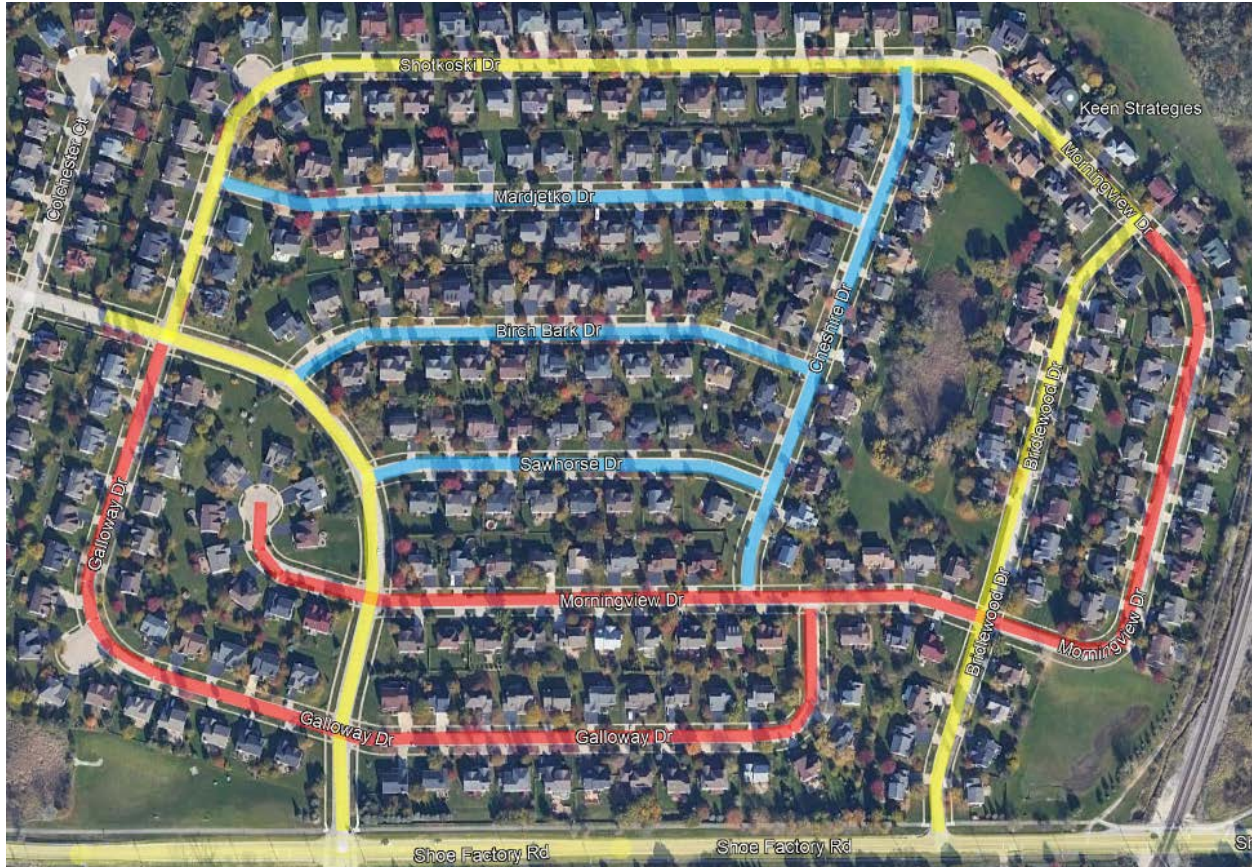
Mr. Klein is registered professional engineer with over 15 years of experience involving municipal and highway design and construction. He has extensive knowledge in bridge construction and roadway rehabilitation, bituminous and concrete paving, earth excavation, drainage, structural construction, lighting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

SUPPORT STAFF

TEG has assembled a construction team with members that have substantial relevant experience and are experts in utility construction, roadway construction, traffic staging, final restoration, and contractor oversight. Mr. Klein will be supported by Jake Kelley and Stephen VanDeveer, both of whom have recently provided construction management services to Hanover Township. Mr. Kelley has over 8 years of construction experience in construction management and inspection. Mr. VanDeveer is a Technical Manager and ISA certified arborist with 18 years of experience in construction management and environmental work.

PROJECT UNDERSTANDING

The proposed work is located in the Bridlewood Subdivision. Due to the size of the subdivision, it is estimated that road improvements will be performed in three (3) separate construction years. The suggested three year program is balanced so that each program is roughly the same length and amount. The anticipated breakdown of annual road projects is presented and depicted below.



Year 1 – FY 2024 – shown in Blue

- Mardjetko Drive, 0.25 mi
- Birch Bark Drive, 0.23 mi
- Sawhorse Drive, 0.17 mi
- Cheshire Drive, 0.23 mi

Total Length = 0.88 miles

Year 2 – FY 2026 – shown in Red

- Morningview Drive, 0.50 mi
- Morningview Court, 0.07 mi
- Galloway Drive, 0.50 mi

Total Length = 1.07 miles

Year 3 – TBD – shown in Yellow

- McDonough Drive, 0.28 mi
- Shotkoski Drive, 0.38 mi
- Morningview Drive, east of Shotkoski, 0.04 mi
- Bridlewood Drive, 0.27 mi

Total Length = 0.97 miles

For FY 2024, the project includes streets that are wholly in the boundaries of Hanover Township and are not adjacent to roadways under the jurisdiction of others.



TEG has already met with representatives from the Township to discuss the project scope. The purpose of the meeting was to walk through each element related to project scope to identify critical project constraints and develop a shared understanding of the project. TEG and representatives from the Township conveyed their project expectations, technical challenges, site history, and constructability concerns.

One of the concerns in the roads selected for FY 2024 is a dip in the roadway on the east end of Mardjetko Drive, just east of 5210 Mardjetko Drive. There could possibly be a storm sewer failure under the road or poor subbase. The Township will investigate the storm sewer during the project design phase and if the storm sewer has failed, the

work will be included in the plans for FY 2024.

Generally, the pavement throughout the subdivision is in fair condition. Alligator cracking is found throughout the project, but wheel lane depressions, or rutting, are typically not present. Generally, the pavement appears to qualify for a structural overlay with intermittent pavement patching. The anticipated milling thickness is 3.75" to accommodate 2.25" of structural binder course and 1.5" of final surface course. As part of TEG's scope of services, TEG will coordinate pavement cores by Rubino Engineering to verify the thickness of the existing pavement and determine a milling and resurfacing strategy that is appropriate for existing conditions. The cost for performing pavement cores and soil borings is included herein.



Next, sidewalk ramps within the project area must be brought to ADA standards and will be included in the Phase II design.

Lastly, the Township performs concrete repairs annually, therefore no further work on the curb & gutter or sidewalks will be included in the project.

SCOPE OF SERVICES: PHASE II DESIGN ENGINEERING FOR FY 2024

TEG is proposing a targeted approach to the project design that will meet the Township's target bid opening date of the spring 2024. TEG will partner with the Township to identify the milestones for preliminary and final submittals. The design engineering process will include the following basic tasks and milestones. The result will include final bid documents and bid assistance for the FY 2024 Project. Separate Phase II and Phase III engineering will be provided for future construction years under separate contract.

1. Data Collection / Topographic Survey and Basemapping for all Years 1-3
2. Data Analysis
3. Alternatives Analysis & Comparative Feasibility Assessment
4. Development of Plans, Specifications and Estimates
5. QA/QC Plan Review
6. Bid Assistance

1. Data Collection / Topographic Survey and Basemapping

The initial step will be to gather topographical and detailed utility and underground information, in addition to site photos. TEG will review available data and identify information gaps. TEG's own survey team (Christopher DeYoung, P.E., PLS and staff) will utilize a total station to collect critical surface and subsurface features, verify given atlas information, and identify existing utility conflicts. TEG will perform a full topographic survey within the Project limits. The survey and base information will include digital terrain modeling for contour, profile, and cross-section work.

This step also includes gathering information including, but not limited to, Township utility atlases, other utility atlases, pavement cores, soil borings, environmental reports, drainage calculations, floodplain modelling, etc., as necessary. At this stage, TEG will coordinate with Rubino Engineering, Inc. to perform the pavement coring and soil sampling for inclusion in the geotechnical report.

The data collection in this phase will include the entire Bridlewood Subdivision. ***Topographic survey, data collection, and geotechnical investigations will not be required in subsequent design years (Program Year 2 (FY 2026) and Program Year 3).***

2. Data Analysis

Using the data collected in STEP ONE, TEG staff will conduct various analyses as needed. TEG's Project Manager will perform a cost analysis of functional or structural overlay thickness and explore other rehabilitation methods. At this time, permitting requirements will be assessed based on the level of work and TEG will verify no adverse impacts related to drainage.

3. Alternatives Analysis & Comparative Feasibility Assessment

TEG will consult with the Township and provide a preliminary design concept. The concept will be developed with primary goals of:

- Meeting the Township's objectives and budget,
- Maximizing public safety, drainage, and local acceptance,
- Minimizing right-of-way impacts,
- Meeting the Township's code requirements as well as other permitting authorities,
- Identifying the most cost effective and long-term solution for the Township.

4. Development of Plans, Specifications and Estimates

- 1) TEG will use the preliminary engineering and alternatives analysis to develop 75% plans, specifications, and cost estimates in accordance with Local and IDOT Standards.
- 2) TEG will address all Township comments and provide a disposition to those comments.
- 3) TEG will prepare maintenance of traffic and construction staging control concepts for review by the Township.
- 4) The contract plans will include:
 - a. Cover Sheet and Location Map
 - b. Legend, general notes, and typical sections
 - c. Summary and schedule of quantities
 - d. Typical Sections
 - e. Sediment and Erosion Control Plan
 - f. Plan and Profile sheets
 - g. Maintenance of Traffic (MOT) plans
 - h. Construction Details
 - i. *One FY 2025 roadway will be designed and included in the project plans as a bid alternate. This will allow the Township to perform additional roadway improvements if bid prices fit the annual budget.
- 5) Submittals to the Township will be required at 75% and 100% completion. TEG will track these comments and offer a written response to each comment. This will also include an Engineers Estimate of Probable Construction Cost.
- 6) The final step will be bidding assistance; as part of the contract TEG will provide bidding assistance, analysis and recommend award.

5. QA/QC Plan Review

TEG will conduct QA/QC throughout the project, including a final constructability review by a senior construction project manager. It is our experience this leads to smoother construction with fewer changes to cost and schedule.

6. Bid Assistance

TEG will support the Township to ensure a competitive bidding process. TEG will utilize Quest Construction Data Network and our website to host the plans for advertisement. TEG will also be prepared to answer any technical questions that arise during the bidding process, issuing any plan revisions and addendums as determined necessary.

SCOPE OF SERVICES: PHASE III CONSTRUCTION ENGINEERING FOR FY 2024

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 projects 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 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 Scope of Services are offered to the Township for inspection and administration of construction activities for the FY 2024 project.

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, 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. To reduce Township costs, 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 Township 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.

SCHEDULE

TEG proposes to accomplish the final design engineering between December 2023 and May 2024, thereby allowing construction activities to begin in spring 2024. TEG has identified the primary design tasks and identified the critical path to complete all engineering to proceed with construction in the time frame desired by the Township. Our schedule below depicts an expedited five (5) month duration from the Notice to Proceed through award of the construction contract.

Project Milestones - Estimated Duration - Completion Date

- TEG Contract Award / Board Approval/NTP – January 2024
- Data Collection/Design Stage J.U.L.I.E. – 2 Weeks – January 2024
- Topographic Survey/Field Assessment – 6 Weeks – February 6, 2024
- 75% Plan Preparation – 5 Weeks – March 12, 2024
- Township Review/Consensus Reached – 2 Weeks – March 26, 2024
- Final Plans, Specifications, and Estimates – 3 Weeks – April 16, 2024
- Advertise for Bidding – 3 Weeks – April 19, 2024 through May 10, 2024
- Bid Opening – May 10, 2023
- Award Project – May 21, 2024

WORK EFFORT AND FEE

The following represents what TEG has developed regarding a complete cost estimate for providing design and construction engineering for the Township's FY 2024 Roadway Resurfacing Project. We have utilized an IDOT standard Cost Estimate of Consultant Services (CECS) and direct labor multiplier compensation method. Our proposed Phase III work effort is structured accordingly so that a TEG representative is present at all times when major work occurs, based on 45 hours per week. For estimating purposes, TEG anticipates that all work will be completed within 45 Working Days (9 weeks).

Data Collection – Program Years 1-3	\$ 23,819.08
Design Engineering Subtotal – Program Year 1	\$ 43,998.63
Construction Engineering – Program Year 1	<u>\$ 64,696.20</u>

Proposed Not-to Exceed Fee (Total)	<u>\$ 132,513.90</u>
---	-----------------------------

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

Payroll Escalation Table
Fixed Raises
New Formula

FIRM NAME Thomas Engineering Group
PRIME/SUPPLEMENT Prime

DATE 11/27/23
PTB NO. 2024 Roadway Resurfacing Project - Phase II and III Engineering

CONTRACT TERM 12 MONTHS
START DATE 1/1/2024
RAISE DATE 1/1/2024

OVERHEAD RATE 124.98%
COMPLEXITY FACTOR
% OF RAISE 3.00%

ESCALATION PER YEAR

1/1/2024 - 1/1/2024 0 12	1/2/2024 - 1/1/2025 12 12			
= 0.00%	= 103.00%			
= 1.0300				
The total escalation for this project would be:		3.00%		

Cost Estimate of Consultant Services

(Direct Labor Multiple)

Firm Thomas Engineering Group
 Project 2024 Roadway Resurfacing Project - Phase II and III Engineering
 Section
 Municipality Hanover Township
 Job No.
 Description 2024 Roadway Resurfacing Project - Phase II and III Engineering

Date 11/27/23
 Overhead Rate 124.98%
 Complexity Factor 0

ITEM	MANHOURS (A)	PAYROLL (B)	(2.80+R) TIMES PAYROLL (C)	DIRECT COSTS (D)	SERVICES BY OTHERS (E)	DBE TOTAL (C+D+E)	TOTAL (C+D+E)	% OF GRAND TOTAL
Data Collections - Program Years 1 - 3								
Data Collection/Analysis	12	697.10	1,951.89		5,240.00		7,191.89	5.43%
Topographic Survey/Basemapping	132	5,611.15	15,711.23				15,711.23	11.86%
Initiate Utility Coordination	8	327.13	915.96				915.96	0.69%
Data Collection Subtotal							23,819.08	
Phase II (Design) Engineering - Program Yr 1 (FY 24)								
Kick-Off Meeting	4	218.98	613.14				613.14	0.46%
Preliminary (75%) PS&E	208	10,399.70	29,119.17				29,119.17	21.97%
Drainage Evaluation	14	683.30	1,913.25				1,913.25	1.44%
QC/QA Plan Review	8	548.78	1,536.60				1,536.60	1.16%
Final Bid Documents/Bid Assistance	80	3,863.03	10,816.48				10,816.48	8.16%
Design Engineering Subtotal	466	0.00	0.00				43,998.63	33.20%
Phase III (Construction) Engineering - Program Yr 1 (FY 24)								
Preconstruction	24	1,119.16	3,133.64				3,133.64	2.36%
Public Coordination	24	1,119.16	3,133.64				3,133.64	2.36%
Construction Observation	440	18,008.52	50,423.86				50,423.86	38.05%
Contract Administration and Final Closeout	64	2,858.95	8,005.06				8,005.06	6.04%
Construction Engineering Subtotal	552						64,696.20	
TOTALS	552	45,454.97	127,273.90	0.00	5,240.00	0.00	132,513.90	133.20%

Route	2024 Roadway Resurfacing Project - Phase II and III Engineering		
Section			
County	Hanover Township	Consultant	Thomas
Job No.			
PTB/Item	2024 Roadway Resurfacing Project - Phase II and III Engineering		

Sheet 1 OF 3

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PRINTED 11/27/2023,[Time
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Route	2024 Roadway Resurfacing Project - Phase II and III Engineering		
Section			
County	Hanover Township	Consultant	Thomas
Job No.			
PTB/Item	2024 Roadway Resurfacing Project - Phase II and III Engineering		

Date 11/27/23

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Route	2024 Roadway Resurfacing Project - Phase II and III Engineering		
Section			
County	Hanover Township	Consultant	Thomas
Job No.			
PTB/Item	2024 Roadway Resurfacing Project - Phase II and III Engineering		

Date 11/27/23

Sheet 3 OF 3

BDE 026 (Rev. 2/06)
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November 13, 2023

To: Kevin C. VanDeWoestyne
Thomas Engineering Group, LLC
769 Shoreline Drive, Suite 200
Aurora, Illinois 60504
P: 847.815.9500

Re: Proposal - Geotechnical Exploration
Proposed 2024 Road Resurfacing Project
Bridlewood Subdivision
Hanover Township, Illinois

Proposal No. Q23.531g

Via email: kevinv@thomas-engineering.com

Dear Mr. VanDeWoestyne,

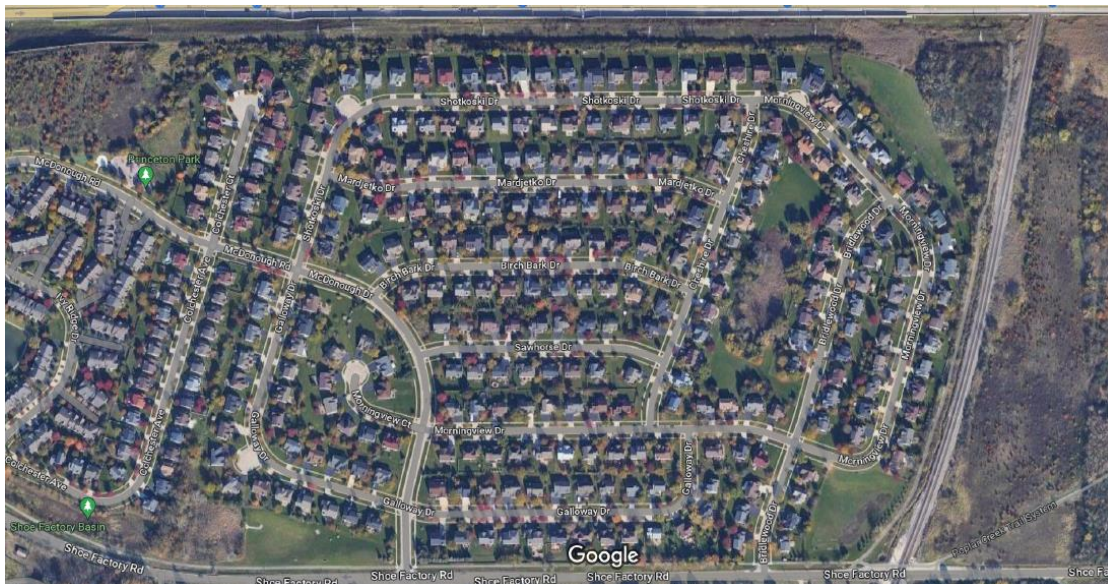
Rubino Engineering, Inc. (Rubino) is pleased to submit the following proposal to provide geotechnical engineering services for the above referenced project. Rubino received a request for proposal from Kevin C. VanDeWoestyne of Thomas Engineering Group, LLC via email on November 2, 2023.

PROJECT UNDERSTANDING

Rubino understands that Hanover Township is planning their 2024 Road Resurfacing Project along various streets in the Bridlewood Subdivision. Thomas Engineering has requested Rubino to perform ten (10) pavement cores and CCDD testing for the project.

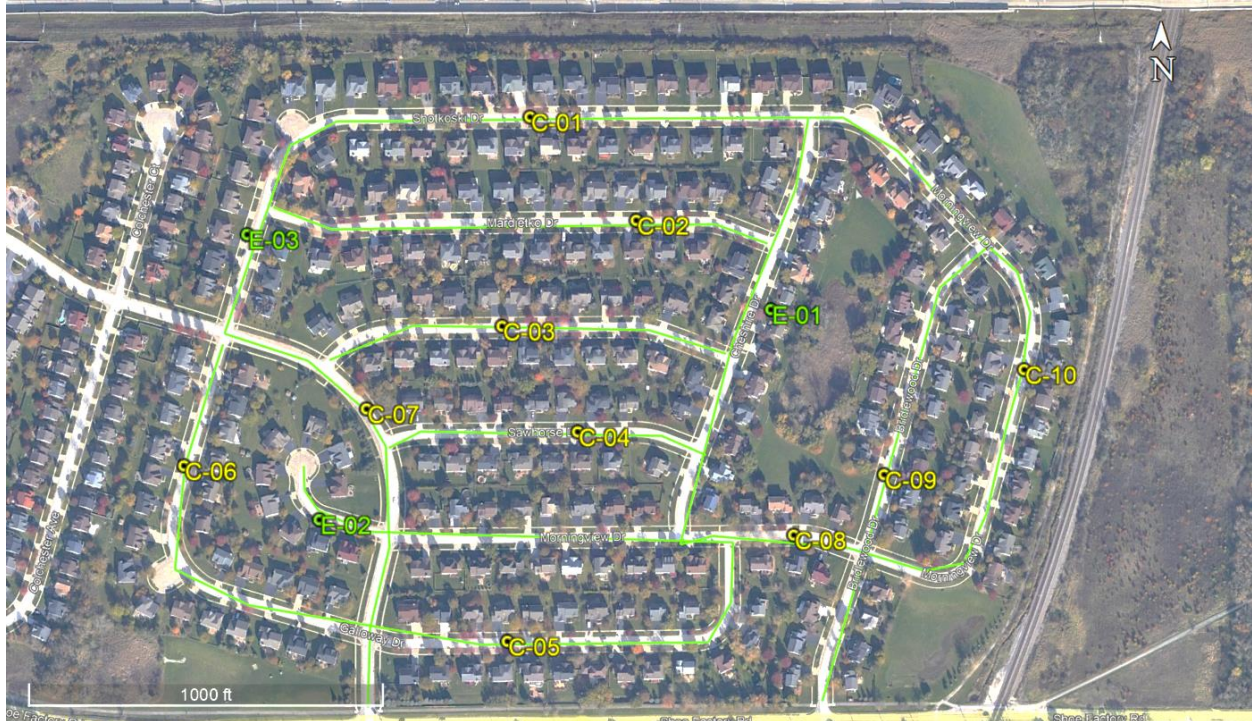
Information received:

- RFP email from Kevin C. VanDeWoestyne of Thomas Engineering Group, LLC on November 2, 2023.
- "Google Maps-bridlewood subdivision" prepared by Thomas Engineering Group
- "Soil Boring Location Map" prepared by Thomas Engineering Group



The following sections outline the scope of services developed based on the information provided by the client and the information listed above in order to provide pavement coring on the planned project. The exploration will be performed in general accordance with both the requested proposal information and Rubino's current understanding of the project.

Rubino will locate the cores in the field by measuring distances from known, fixed site features.



To obtain data to evaluate subsurface conditions within the proposed pavement reconstruction areas, Rubino proposes to perform the pavement core with a Milwaukee Drill and a two-foot diamond-bit core barrel in the pavement core locations.

NUMBER OF CORES W/SUBBASE THICKNESS DETERMINATION	NUMBER OF SOIL GRABS FOR 662	MAX DEPTH	LOCATION
10	10	2 feet below pavement surface	Bridlewood Subdivision (Locations shown above)
---	3	2 – 3 feet in grassy ROW	

Rubino Engineering, Inc.

Should any of the information on which this proposal has been based, including as described above, be inconsistent with the planned construction, Rubino requests to be contacted immediately in order to make any necessary changes to this proposal and scope of work.

Completion of Cores

Upon completion of sampling, the cores will be backfilled and capped with Quikrete. Some damage to ground surface may result from the coring operations near the work areas and along ingress/egress pathways. Rubino will attempt to minimize such damage, but no restoration other than backfilling the core holes are included.

It should be noted that over time, some settlement may occur in the core hole or the patch may be damaged by traffic or snow plows. If Rubino is requested to return to the site for the purpose of filling any holes that may have settled, additional time and material charges may apply.

CCDD TESTING – LPC 662 ONLY

Rubino will obtain a “Potential Impacted Property” (PIP) evaluation of the area near the proposed roadway improvements.

If the PIP evaluation indicates no further testing is needed for form LPC-662, Rubino will composite soil samples from each borehole for soil analytical testing in general compliance with the IEPA CCDD requirements.

- PIP Evaluation (Historical & Regulatory)
- Soil Analytical Tests:
 - pH (13 total tests)
- P.E. Certification (LPC #662)
- *LPC-662 CCDD Certification, as applicable*

CCDD testing will be performed in accordance with Bluff City Materials requirements. If another dump site will be utilized, please notify Rubino prior to authorization so that we can revise to the requirements of the other facility. Please note that CCDD certification requirements vary depending on the dump site. The above scope should be reviewed by the proposed dump site to determine compliance with the site’s specific requirements.

CORE REPORT

Upon completion of field and laboratory work, Rubino will prepare a **Core Summary Report** using the collected data. The report will include the following:

- *Summary of client-provided project information and report basis*
- *Core Location Plan*
- *Photo documentation of field conditions and core specimens*
- *Subbase stone*

An electronic copy of the report will be provided. The report will be addressed to Thomas Engineering Group, LLC.

PROJECT SCHEDULE

Rubino proposes to initiate work on this project within 3 working days after receiving written authorization to proceed and we will follow the schedule below in order to complete the project:

Task	Number of Working Days
Field work including site layout and coring	5
Preparation of the Field Report	5

Project schedules can be affected by weather conditions and changes in scope. If the report needs to be delivered by a specific day, please notify us as soon as possible. Preliminary verbal results can be made to appropriate parties upon completion of the field investigation.

Rubino will need to receive a signed copy of this proposal intact prior to mobilizing.

UTILITY LOCATE AND OUTSIDE SERVICES

Rubino will coordinate contacting the Utility "One-Call" for public utility clearance prior to the start of drilling activities. It is Rubino's experience that this service does not mark the locations of privately owned utilities. This proposal is based on privately owned utility locates being coordinated by the owner prior to drill rig mobilization.

FEES

Rubino proposes to charge the fee for performance of the outlined scope of services on a lump-sum basis. Based on the scope of services outlined above, the lump-sum fee will be:

Task	Unit Rate x Qty	Unit	Total
Site Layout	\$ 600	Per trip	\$ 600.00
Pavement Cores and Soil Grab	\$ 250 x 10	Per core	\$ 2,500.00
Report Preparation	\$ 700	Lump sum	\$ 700.00
CCDD 662 Evaluation, pH and LPC Form	\$ 1,400	Lump sum	\$ 1,440.00
Grand Total			\$5,240.00

Please see the attached fee schedule for additional unit rates for services requested after issuing the geotechnical report (drawing / spec review, scope or site layout change, etc.).

Scope Limitations

Project services do not include a site evaluation to determine the presence or absence of wetlands, hazardous substances, or toxic materials.

AUTHORIZATION

If this proposal is acceptable to you, Rubino will perform the work in accordance with the attached General Conditions that are incorporated into and made a part of this proposal. Please sign below as notice to proceed and return one copy of this proposal intact to our office. Rubino will proceed with the work upon receipt of authorization.

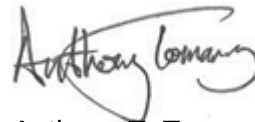
Rubino appreciates the opportunity to offer our services for this project and we look forward to working with your company. Please contact Rubino with questions pertaining to this proposal or requests for additional services.

Respectfully submitted,

RUBINO ENGINEERING, INC.



Michelle A. Lipinski, PE
President



Anthony T. Tomaras
Project Manager

**RUBINO ENGINEERING, INC. IS:
AN AASHTO-ACCREDITED LABORATORY
IDOT PREQUALIFIED
IDOT DBE-CERTIFIED (100% WOMAN-OWNED)**

MAL/file

Attachments: Proposal Acceptance and Data Sheet
 Schedule of Services and Fees
 General Conditions

**This is an electronic copy. Hard Copies of this proposal are available upon request.

RESOLUTION NO. _____

**A RESOLUTION
TO APPROVE THE MUTUAL AID BOX ALARM SYSTEM
MASTER AGREEMENT**

WHEREAS, the Mutual Aid Box Alarm System (“MABAS”) was organized beginning in 1968 in the northwest and western suburbs of Chicago, Illinois to coordinate and automate fire department mutual aid, based roughly on the Chicago Fire Department's box alarm system of predetermined resources assigned to respond to a specific incident or area. Since 1968, MABAS has grown into a multi-state organization to coordinate responses to fires, emergency medical calls, hazardous material, technical rescue and other emergencies and disasters through prearranged mutual aid and dispatch agreements. The system is designed to facilitate all levels of mutual aid from day-to-day automatic aid responses to major incidents and disasters requiring significant deployment of resources. MABAS member Units include the gambit from all-volunteer fire departments to major cities like Chicago, Milwaukee and St. Louis; and

WHEREAS, since the last revision of the master MABAS intergovernmental agreement in about 1988, MABAS has grown exponentially to its current composition of almost 1200 Illinois Units and 2200 total Units in Illinois and several adjoining States; and

WHEREAS, it is the express intent of member Units that the MABAS Agreement be in a form which can be adopted by Units in different States where Units may lawfully enter into agreements providing for their mutual aid and protection. Thus, even if the MABAS Agreement does not specifically cite the applicable current legal authority for a

particular State and its member Units, the lack of such citation shall not be construed in any manner as an impediment to or prohibition of Units from other States from joining MABAS. It is also the express intent of the member Units that all Units adopt this same Intergovernmental Agreement without modification; and

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves, with the State, with other States and their units of local government, and with the United States to obtain and share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or ordinance; and to further contract or otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government including units of local government from another state; and

WHEREAS, Section 5 of the Intergovernmental Cooperation Act, 5 LCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and

WHEREAS, the Supervisor and Board of Trustees of Hanover Township have determined that it is in the best interests of this unit of local government and its residents

to enter into a Mutual Aid Box Alarm System Agreement to secure to each the benefits of mutual aid in fire protection, firefighting, rescue, emergency medical services and other activities for the protection of life and property from an emergency or disaster and to provide for communications procedures, training and other necessary functions to further the provision of said protection of life and property from an emergency or disaster; and

NOW, THEREFORE, 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: RECITALS. That the recitals set forth above are incorporated here by reference.

SECTION TWO: APPROVAL. The Mutual Aid Box Alarm System Master Agreement (the “Agreement”), a copy of which is appended hereto and expressly incorporated herein by reference, between the Township and the units of federal, state, and local government and other non-governmental organizations identified therein, is hereby approved.

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: December 5, 2023

APPROVED: December 5, 2023

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 December 5, 2023, and approved on December 5, 2023, as the same appears from the official records of Hanover Township.

Katy Dolan Baumer, Township Clerk



MUTUAL AID BOX ALARM SYSTEM MASTER AGREEMENT

**As Approved by the MABAS Executive Board:
October 19, 2022**

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This Agreement by and among the units of federal, state and local government, and other non-governmental emergency response organizations, subscribed hereto, hereafter referred to as "Units", or "Parties" is made and entered into the date set forth next to the signatures of those authorized to execute this Agreement on behalf of the respective Parties, each Party having approved this Agreement and adopted same pursuant to their state's constitutional and statutory authority and in a manner provided by law. In order to provide efficient and effective management of this Agreement, groups of the Parties may be established as "Chapters" on a state-by-state basis and Chapters may include Parties from adjoining states.

WHEREAS, the Mutual Aid Box Alarm System (MABAS) was formally organized beginning in 1968 in the northwest and western suburbs of Chicago, Illinois to coordinate and automate fire department mutual aid based roughly on the Chicago Fire Department's box alarm system, whereby predetermined resources of personnel and fire equipment were assigned to respond to a specific incident or area; and

WHEREAS, MABAS has grown into a multi-state organization through prearranged mutual aid and dispatch agreements that coordinate responses to emergencies and disasters including fires, emergency medical calls, hazardous material incidents, water related rescues, and technical rescues, and MABAS is designed to facilitate all levels of mutual aid from day-to-day automatic aid responses to major incidents and disasters requiring significant deployment of resources; and

WHEREAS, since the last revision of the master MABAS intergovernmental agreement circa 1988, MABAS has grown exponentially to its current composition of almost 1,200 Illinois Units and 2,200 total Units in Illinois and several nearby States with Units ranging from all-volunteer fire departments to major cities like Chicago, Milwaukee, and St. Louis; and

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves , with the State, with other States and their units of local government, and with the United States to obtain and share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or ordinance; and to further contract or otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and to further contract or otherwise associate with individuals, associations, and corporations in any manner not prohibited by law; and

WHEREAS, the Illinois “Intergovernmental Cooperation Act”, 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised, or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government including units of local government from another state; and

WHEREAS, Section 5 of the Illinois “Intergovernmental Cooperation Act”, 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and

WHEREAS, the Indiana Code at Section 36-1-7 (IC 36-1-7) authorizes an Indiana political subdivision to enter into a mutual aid agreement with political subdivisions of states other than Indiana, provided the agreement contains the necessary terms and conditions set out in IC 36-7-3, is approved by the Indiana Attorney General as required under IC 36-1-7-4, is recorded with the county recorder and filed with the Indiana State Board of Accounts as required under IC 36-1-7-6; and

WHEREAS, for the purposes of Chapter 3 of Indiana Emergency Management and Disaster law, the term “political subdivision” means city, town, township, county, school corporation, library district, local housing authority, public transportation corporation, local building authority, local hospital or corporation, local airport authority or other separate local governmental entity that may sue and be sued. (See IC 10-14-3-6, IC 36-1-2-13, IC 36-1-2-10, IC 36-1-2-11, IC 36-1-2-18); and

WHEREAS, the Indiana Code at Section 10-14-6.5 (IC 10-14-6.5) authorizes the State of Indiana and local units of government to enter into agreements to provide interstate mutual aid for emergency responses that do not rise to the level requiring a state or local declaration of a state of emergency or disaster; and

WHEREAS, Chapter 28E of the State Code of Iowa provides that any powers, privileges or authority exercised or capable of exercise by a public agency of the State of Iowa may be exercised and enjoyed jointly with any public agency of any other state or of the United States to the extent that laws of such other state or of the United States permit such joint exercise or enjoyment (See 28E.3); and

WHEREAS, the State Code of Iowa, in Chapter 28E, authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which any of the public agencies entering into the contract is

authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract (See 28E.12); and

WHEREAS, for the purposes of Chapter 28E of the State Code of Iowa, the term “public agency” means any political subdivision of the State of Iowa; any agency of Iowa’s government or of the United States; and any political subdivision of another state (See 28E.2); and

WHEREAS, the Constitution of the State of Michigan, 1963, Article VII, Section 28, authorizes units of local government to contract as provided by law; and

WHEREAS, the Urban Cooperation Act of 1967, 1967 PA 7, MCL 124.501, *et seq.*, provides that any political subdivision of Michigan or of another state may enter into interlocal agreements for joint exercise of power, privilege, or authority that agencies share in common and might each exercise separately; and

WHEREAS, Minnesota Statute 471.59 authorizes two or more governmental units, by agreement entered into through action of their governing bodies, to jointly or cooperatively exercise any power common to the contracting parties or any similar powers, including those which are the same except for the territorial limits within which they may be exercised; and

WHEREAS, the term “governmental unit” in Minnesota Statute 471.59 includes every city, county, town, school district, and other political subdivision of this or another state; another state; the University of Minnesota; licensed nonprofit hospitals; and any agency of the state of Minnesota or the United States. The term also includes any instrumentality of a governmental unit if that unit has independent policy-making and appropriating authority; and

WHEREAS, Article VI, Section 16 of the Constitution of Missouri and Sections 70.210, 70.320, and 70.220.1, of the Revised Statutes of Missouri, provide that any municipality or political subdivision of the state of Missouri may contract and cooperate with other municipalities or political subdivisions thereof, or with other states or their municipalities or political subdivisions, or with the United States, to provide a common service as provided by law so long as the subject and purpose of such are within the scope of the powers of such municipality or political subdivision; and

WHEREAS, for the purposes of Sections 70.210, 70.320, and 70.220.1 of the Revised Statutes of Missouri, “municipality” means municipal corporations, political corporations, and other public corporations and agencies authorized to exercise governmental functions; and “political subdivision” means counties, townships, cities, towns, villages, school, county library, city library, city-county library, road, drainage, sewer, levee and fire districts, soil and water conservation districts, watershed subdistricts, county hospitals, and any board of control of an art museum, and any other public subdivision or public corporation having the power to tax; and

WHEREAS, Title LV, Section 5502.291 of the Ohio Revised Code authorizes the governor to enter into mutual aid arrangements for reciprocal emergency management aid and assistance with other states and to coordinate mutual aid plans between political subdivisions, between the State of Ohio and other states, or between the State of Ohio and the United States; and

WHEREAS, Sections 66.0301 and 66.0303, Wisconsin Statutes, authorize municipalities to contract with municipalities of another state for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by statute to the extent that laws of the other state or of the United States permit the joint exercise; and, jointly exercise powers delegated to them and, thereby, to make certain agreements concerning boundary lines between themselves; and

WHEREAS, for the purposes of Subchapter III of Chapter 66 of the Wisconsin Statutes, the term "municipality" includes political subdivisions, which refers to any city, village, town, or county in this state or any city, village, town, county, district, authority, agency, commission, or other similar governmental entity in another state; (See Wis. Stat. 66.0303(1), 66.0304(1)(f)); and

WHEREAS, similar provisions providing for intergovernmental cooperation exist in the other states in which any Party to this Agreement resides, and which provide legal authority for each respective Party to enter into the Agreement; and

WHEREAS, the Parties have determined that it is in their best interests to enter into this Agreement to secure to each the benefits of mutual aid in fire protection, suppression, provision of rescue and emergency medical assistance, hazardous materials control, technical rescue, training and any other emergency support for the protection of life and property in the event of an Emergency, Disaster, or other Serious Threat to Public Health and Safety, and to engage in Training and other preparedness activities in furtherance of the foregoing mutual aid activities; and

NOW, THEREFORE, in consideration of the mutual covenants and understandings set forth in this Agreement, and pursuant to the authority bestowed upon the Parties set forth above, it is agreed by, among and between the Parties as follows:

SECTION ONE - PURPOSE

It is recognized and acknowledged that leveraging collective resources from other Units to provide effective, efficient response to Emergencies, Disasters, or Serious Threats to Public Safety is desired. Further, it is acknowledged that the closest, available Unit(s) that can render aid may be outside of a requesting Unit's or Chapter's jurisdiction. Accordingly, it is the express intent of the

Parties that this agreement be in a standardized form which can be adopted by Units in different States, notwithstanding this Agreement may not specifically cite the applicable current legal authority for a particular State and its member Units to join MABAS, the lack of such citation herein shall not be construed in any manner as an impediment to or prohibition of Units within other States from joining MABAS, it being the express intent of the Parties that each Unit desiring to join MABAS may become additional Parties hereto by adopting this Intergovernmental Agreement without modification; In this fashion by way of this Agreement, the Parties will have created a mutual aid agreement that incorporates emergency response disciplines from federal, state and local governmental units, as well as non-governmental organizations and corporations that provide emergency response functions and services that support the mission of MABAS and its member Units;

SECTION TWO – RULES OF CONSTRUCTION AND DEFINITIONS

1. The language in this Agreement shall be interpreted in accordance with the following rules of construction: (a) The word "may" is permissive and the word "shall" is mandatory; and (b) except where the context reveals the contrary: The singular includes the plural and the plural includes the singular, and the masculine gender includes the feminine and neuter.
2. When the following words in bold font with the first letter in the upper case are used in this Agreement, such words shall have the meanings ascribed to them in this Subsection:
 - A. **"Agreement"** means this Master Mutual Aid Box Alarm System Agreement.
 - B. **"Aiding Unit"** means any Unit furnishing equipment, Emergency Responders, or Emergency Services to a Requesting Unit under this Agreement.
 - C. **"Automatic Mutual Aid"** or **"Auto-Aid"** means the provision of mutual aid through a prearranged plan between Units whereby assistance is provided at the time of dispatch without a specific request from an Incident Commander.
 - D. **"Box Alarm"** means a prearranged plan for an Emergency or Disaster that uses a defined process for implementation, dispatch and response.
 - E. **"Chapter"** means a group of Divisions, established on a state-by-state basis, and whose members may include Units from other States.
 - F. **"Chapter Governing Board"** means the governing body of a Chapter which is composed of a representative of each member Division or Region within a Chapter as provided by the Chapter's Bylaws.

- G. **"Chapter President"** means a person elected as the President of each state Chapter;
- H. **"Chief Officer"** means the Fire Chief or agency head of a Unit, or a designee of the Unit's Fire Chief or agency head.
- I. **"Council of Chapter Presidents"** means the council or board whose members shall be the elected President of each State's Chapter, as set forth in this Agreement.
- J. **"Disaster"** means an occurrence or threat of widespread or severe damage, injury, or loss of life or property resulting from a natural or human-made cause, including fire, severe weather event, environmental contamination, utility failure, radiological incident, structural collapse, explosion, transportation accident, hazardous materials incident, epidemic, pandemic, or similar calamity.
- K. **"Division"** means geographically associated Units which have been grouped for operational efficiency and representation within a State and may include Units from adjoining States.
- L. **"Emergency"** means any occurrence or condition which results in a situation where assistance is requested to supplement local efforts and capabilities to save lives, protect property and protect the public health and safety, or to lessen or avert the threat of a catastrophe or Disaster or other Serious Threat to Public Health and Safety.
- M. **"Emergency Responder"** includes any person who is an employee or agent of an Unit. An Emergency Responder includes, without limitation, the following: firefighters (including full time, part time, volunteer, paid-on -call, paid on premises, and contracted personnel, as well as hazardous materials, specialized rescue, extrication, water rescue, and other specialized personnel), emergency medical services personnel, support personnel and authorized members of non-governmental response Units.
- N. **"Emergency Services"** means provision of personnel and equipment for fire protection, suppression, provision of rescue and emergency medical services, hazardous materials response, technical rescue and recovery, and any other emergency support for the protection of life and property in the event of an Emergency, Disaster, or other Serious Threat to Public Health and Safety, and includes joint Training for the provision of any such services by the Units.
- O. **"Incident Commander"** is the individual responsible for all incident activities, including the development of strategies and tactics and the ordering and the release of resources in the provision of Emergency Services, has overall authority and

responsibility for conducting incident operations, and is responsible for the on-scene management of all incident operations.

- P. **"Incident Command System"** means a standardized management system such as the National Incident Management System (NIMS), designed to enable effective and efficient incident management by integrating a combination of facilities, equipment, personnel, procedures, and communications operating within a common organizational structure.
- Q. **"MABAS"** means the Mutual Aid Box Alarm System described in the Agreement, and is an intergovernmental agency formed pursuant to the authority of the Illinois Intergovernmental Cooperation Act and similar intergovernmental cooperation authority of other states in which Units reside.
- R. **"Mutual Aid"** is assistance from an Aiding Unit to a Requesting Unit as the result of an Emergency or other event and may precede the request for a Box Alarm and includes Automatic Mutual Aid.
- S. **"Requesting Unit"** means any Unit requesting assistance of another Unit under this Agreement.
- T. **"Serious Threats to Public Health and Safety"** means threats, incidents or planned events of sufficient magnitude that the adequate public safety response requires mutual aid or other assistance.
- U. **"Training"** means the instruction and/or assessment of Emergency Services during non-emergency drills and instruction whether in the field or classroom.
- V. **"Unit"** (also "Member Unit") means components of federal, state or local government, or other non-governmental emergency response organizations who have become Parties to this Agreement.

SECTION THREE – AUTHORITY AND ACTION TO EFFECT MUTUAL AID

The Parties hereby authorize and direct their respective Chief Officer, or designee, to take reasonably necessary and proper action to render and request Mutual Aid to and from the other Parties to the Agreement, and to participate in Training activities, all in furtherance of effective and efficient provision of Mutual Aid pursuant to this Agreement.

In accordance with a Party's policies and within the authority provided to its Chief Officer, upon an Aiding Unit's receipt of a request from a Requesting Unit for Emergency Services, the Chief

Officer, or the Chief Officer's designee such as the ranking officer on duty, may commit the requested Mutual Aid in the form of equipment, Emergency Responders, and Emergency Services to the assistance of the Requesting Unit. All aid rendered shall be to the extent of available personnel and equipment taking into consideration the resources required for adequate protection of the territorial limits of the Aiding Unit. The decision of the Chief Officer, or designee, of the Aiding Unit as to the personnel and equipment available to render aid, if any, shall be final.

SECTION FOUR – JURISDICTION OVER PERSONNEL AND EQUIPMENT

Emergency Responders dispatched to aid a Requesting Unit pursuant to this Agreement shall, at all times, remain employees or agents of the Aiding Unit, and are entitled to receive any benefits and compensation to which they may otherwise be entitled under the laws, regulations, or ordinances of the United States of America, their respective States, and their respective political subdivisions. This includes, but is not limited to, benefits for pension, relief, disability, death, and workers' compensation. If an Emergency Responder is injured or killed while rendering assistance under this Agreement, benefits shall be afforded in the same manner and on the same terms as if the injury or death were sustained while the Emergency Responder was rendering assistance for or within the Aiding Unit's own jurisdiction.

Emergency Responders of the Aiding Unit will come under the operational control of the Requesting Unit's Incident Commander, or other appropriate authority, until released. The Aiding Unit shall, at all times, have the right to withdraw any and all aid upon the order of its Chief Officer, or designee. The Aiding Unit shall notify the Incident Commander of the extent of any withdrawal, and coordinate the withdrawal to minimize jeopardizing the safety of the operation or other Emergency Responders.

If for any reason an Aiding Unit determines that it cannot respond to a Requesting Unit, the Aiding Unit shall promptly notify the Requesting Unit of the Aiding Unit's inability to respond; however, failure to promptly notify the Requesting Party of such inability to respond shall not be deemed to be noncompliance with the terms of this Section and no liability may be assigned. No liability of any kind shall be attributed to or assumed by a Party, for failure or refusal to render aid, or for withdrawal of aid.

SECTION FIVE – COMPENSATION FOR AID

Nothing herein shall operate to bar any recovery of funds from any third party, state or federal agency under any existing statutes, or other authority. Each Aiding Unit is responsible for the compensation of its Emergency Responders providing Mutual Aid and for any additional costs incurred to ensure its jurisdiction has adequate resources during the rendering of Mutual Aid.

Day-to-day Mutual Aid should remain free of charge and the administrative requirements of reimbursement make it infeasible to charge for day-to-day Mutual Aid. However, the following exceptions may be applied:

1. Third Party Reimbursement - Expenses for Emergency Services recoverable from third parties shall be proportionally distributed to all participating Units by the Unit recovering such payment from a third party. The Unit responsible for seeking payment from a third party shall provide timely notice to Aiding Units of a date by which submission of a request for reimbursement must be received. Reimbursement shall be based on the accurate and timely submission of allowable costs and documentation attributable to the incident by each Aiding Unit. These costs include manpower, use of equipment and materials provided, and damage or loss of equipment. The Unit recovering payment from a third party shall notify Aiding Units that such payment has been made and will reimburse the other Units. If the third-party payment is less than the full amount of all Units' cost submittals, the funds shall be proportionally distributed based on each Unit's submitted costs compared to the total of all costs submitted. Intrastate Emergency Management Agency Tasking - Expenses recoverable related to a response to an emergency or disaster at the request of a state's emergency management agency or authority. Reimbursement shall be based on the accurate and timely submission of allowable costs and documentation attributable to the response by each Aiding Unit. These costs include manpower, use of equipment and materials provided, and damage or loss of equipment. The Unit recovering payment from a state shall notify Aiding Units that such payment has been made and will reimburse the other Units. If the payment is less than the full amount of all Units' cost submittals, the funds shall be proportionally distributed based on each Unit's submitted costs compared to the total of all costs submitted.
2. Interstate Emergency Management Assistance Compact ("EMAC") Response – Expenses recoverable related to a response to an emergency or disaster at the request of a state's emergency management agency or authority to another state. Reimbursement shall be

based on the accurate and timely submission of allowable costs and documentation attributable to the response by each Aiding Unit. These costs include manpower, use of equipment and materials provided, and damage or loss of equipment. If these payments are not made directly to the participating Units, the Unit recovering payment from a state shall notify Aiding Units that such payment has been made and will reimburse the other Units. If the payment is less than the full amount of all Units' cost submittals, the funds shall be proportionally distributed based on each Unit's submitted costs compared to the total of all costs submitted.

3. Emergency Medical Services Billing – Member Units providing Mutual Aid under this Agreement may bill patients for emergency medical services in accordance with applicable federal, state, and local ambulance billing regulations.

SECTION SIX - INSURANCE

Each Party shall procure and maintain, at its sole and exclusive expense, insurance coverage, including comprehensive liability, personal injury, property damage, workers' compensation, auto, and, if applicable, watercraft, aircraft, drones or, emergency medical service professional liability, with minimum policy limits of:

Auto liability: \$1,000,000 combined single limit

General Liability: \$1,000,000 per occurrence

Emergency Medical Service Professional Liability: \$1,000,000 per occurrence

Workers' Compensation: Statutory limits

The obligations of this Section may be satisfied by a Party's membership in a self-insurance pool, a self-insurance plan, or arrangement with an insurance provider approved by the state of jurisdiction. To the extent permitted by governing law of the state in which a Party resides, each Party agrees to waive subrogation rights it may acquire, and to require any insurer to waive subrogation rights they may acquire, by virtue of the payment of claims, suits, or other loss arising out of this Agreement, and shall, as to any insurer, obtain any endorsement necessary to effectuate such waiver of subrogation.

SECTION SEVEN - LIABILITY

Each Party will be solely responsible for the acts of its own governing body, officers, employees, agents, and subcontractors, expressly including, but not limited to, all of its Emergency Responders, the costs associated with those acts, and the defense of those acts. No Party shall be responsible to another Party for any liability or costs arising from the act of an employee or agent of another Party. Each Party hereto shall hold other Parties hereto harmless for any liability or costs arising from the act of an employee or agent of another Party. The Provisions of this Section shall survive the termination of this Agreement by any Party.

Any Party responding under this Agreement to another state shall be considered agents of the Requesting Unit in the other state for tort liability and immunity purposes related to third-party claims to the extent permissible under the laws of both states. Nothing in this Section shall be deemed a waiver by any Party of its right to dispute any claim or assert statutory and common law immunities as to third parties.

SECTION EIGHT - CHAPTERS

For operational efficiency and representation of Units and Divisions, Chapters are hereby created on a state-by-state basis. Chapters shall elect a President to the Council of Chapter Presidents. When a Division forms within a state that does not have a Chapter, that Division will be affiliated with another state Chapter. When three Divisions within a state become organized, a Chapter for that state shall automatically be created, and Divisions within that state shall be transitioned to the new Chapter, unless prohibited by state statute(s).

Chapters shall have their own governing Board selected by the Units, Divisions, or Regions, and shall determine the number and role of Chapter officers. Chapters shall develop bylaws that provide for their governance and operations within the framework of this Agreement and the direction of the Council of Chapter Presidents. Chapters shall maintain authority to establish Divisions or Regions, to the assignment of Units to Divisions or Regions, and to establish emergency response procedures, protocols, resources, and training requirements. Chapters and their Divisions may fix and assess dues, secure appropriate insurance, own and maintain facilities, vehicles, apparatus and equipment, employ and provide benefits for personnel, operate specialized response teams, participate in EMAC activities, enter into agreements with other

governmental and non-governmental entities, and administer the affairs of their Chapter, to facilitate the purposes of MABAS.

SECTION NINE – COUNCIL OF CHAPTER PRESIDENTS

A Council of Chapter Presidents is hereby created that consists of the elected President of each state Chapter. The Council of Chapter Presidents shall facilitate coordination among state Chapters, adopt bylaws for the operation of the Council of Presidents, ensure compliance with this Agreement, recommend common operating procedures and practices, recommend changes to this Agreement, and promote unity to facilitate the purposes of MABAS. MABAS and the Council of Chapter Presidents shall be hosted by the founding Chapter of MABAS, Illinois, and shall be based therein. As the Council is hosted in Illinois, all issues and questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois.

SECTION TEN - DIVISIONS

For operational efficiency and representation of Member Units, Divisions are hereby authorized on a Chapter-by-Chapter basis in accordance with procedures established by their Chapter. When a Division forms within a state that does not have a Chapter, that Division will be affiliated with another state Chapter in accordance with procedures established by that other state's Chapter.

Divisions shall have their own governing Board, shall determine the number and role of Division officers, and shall develop bylaws that govern their operations within the framework of this Agreement and direction of the Chapter and Council of Chapter Presidents. Divisions shall maintain authority to establish emergency response procedures, protocols, resources, and training requirements within the framework of this Agreement and the direction of the Chapter and Council of Chapter Presidents. Divisions may fix and assess dues, secure appropriate insurance, own and maintain facilities, vehicles, apparatus and equipment, employ and provide benefits for personnel, operate specialized response teams, enter into agreements with other governmental and non-governmental entities, and administer the affairs of their Division, to facilitate the purposes of MABAS.

SECTION ELEVEN - TERM

This Agreement shall be in effect for a term of one year from the date of signature hereof and shall automatically renew for successive one-year terms unless terminated in accordance with this Section. Any Party may terminate their participation within this Agreement, at any time, for any reason, or for no reason at all, upon ninety (90) days written notice to the applicable state Chapter. A Unit that terminates this Agreement must return any asset that is owned by, or provided from, a Chapter or its Divisions prior to the termination of the Agreement, unless agreed to otherwise in writing by the Chapter or Division. Costs associated with the recovery or replacement of said asset if it is not voluntarily returned after written notice has been given shall be borne by the departing Unit, including reasonable legal fees.

SECTION TWELVE - MISCELLANEOUS

- A. Entire Agreement. This Agreement sets forth the entire agreement between the Parties. The language of this Agreement shall be construed as a whole according to its fair meaning and not construed strictly for or against any Party. By signing this agreement, each of the Parties affirm that they have taken all actions and secured all local approvals necessary to authorize and sign this Agreement.
- B. Binding Effect. This Agreement shall be binding upon and inure to the benefit of any successor entity which may assume the obligations of any Party hereto.
- C. Severability of Provisions. If a Court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, then that provision shall be deemed severed from this Agreement. The remainder of this Agreement shall remain in full force.
- D. Captions. The captions, headings, and titles in this Agreement are intended for the convenience of the reader and not intended to have any substantive meaning and are not to be interpreted as part of this Agreement.
- E. Terminology. All terms and words used in this Agreement, regardless of the numbers or gender in which they are used, are deemed to include any other number and any other gender as the context may require.

- F. Recitals. The Recitals shall be considered an integral part of this Agreement.
- G. No Third-Party Beneficiaries. Except as expressly provided herein, this Agreement does not create, by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right of indemnification (i.e., contractual, legal, equitable, or by implication), right of subrogation as to any Party's rights in this Agreement, or any other right of any kind in favor of any individual or legal entity.
- H. Counterpart Signatures. This Agreement may be signed in multiple counterparts. The counterparts taken together shall constitute one (1) agreement.
- I. Permits and Licenses. Each Party shall be responsible for obtaining and maintaining, throughout the term of this Agreement, licenses, permits, certificates, and governmental authorizations for its employees and/or agents necessary to perform their obligations under this Agreement.
- J. No Implied Waiver. Absent a written waiver, no fact, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.
- K. Notices. Notices given under this Agreement shall be in writing and shall be delivered by one or more of the following processes: personally delivered, sent by express delivery service, certified mail, or first-class U.S. mail postage prepaid to the head of the governing body of the participating agency.

SECTION THIRTEEN - AMENDMENT

An amendment may be proposed by any Party, Division or Chapter, and be presented to the Council of Chapter Presidents for review, comment, and modification. The Council of Chapter Presidents shall, after consideration, recommend final amendatory language to all Parties for adoption and execution. The Agreement may be amended only upon written agreement and approval of the governing bodies of two-thirds (2/3) of the Parties. All Amendments to this Agreement shall comply with the applicable laws of the respective states.

SECTION FOURTEEN – REVOCATION OF PRIOR AGREEMENTS

This Agreement shall replace all prior Mutual Aid Box Alarm System agreements effective at 12:01 a.m. Central Standard Time on January 1, 2024, and in accordance with the laws of their respective states. Any member Unit that has not become a Party to this Agreement by 12:01 a.m. Central Standard Time on January 1, 2024, shall no longer be affiliated with MABAS in any capacity, shall not continue to benefit from its prior association with MABAS, and shall not rely on the MABAS system for emergency responses, until subsequently rejoining MABAS by the adoption of an approving ordinance or resolution and entering into this Agreement, as may be amended from time to time. The effective date for any new Member Unit joining after January 1, 2024, shall be the date set forth next to the signature of that new Member Unit.

Any MABAS owned assets in the possession of a Unit that fails to execute this Agreement shall return said assets to MABAS no later than January 31, 2024. Costs associated with the recovery or replacement of said asset shall be borne by the Unit failing to execute this Agreement, including reasonable legal fees.

SECTION FIFTEEN - APPROVAL

This Agreement may be executed in multiple originals. The undersigned attests that they have the authority to execute this Agreement which has been approved by appropriate ordinance, resolution or authority and is hereby adopted by the _____, (Unit) this ___ day of _____, 202___. A certified copy of approving ordinance, resolution or authority, along with the executed Agreement shall be forwarded to the applicable state Chapter, and a master list of Parties shall be kept by the Council of Chapter Presidents.

By: _____

Title: _____

Attest: _____

Title: _____

