Tuesday
February 16, 2016
6:00 p.m.

Council Chambers
7401 Meyer Road
Spring Grove, IL 60081

Village of Spring Grove – Village Board
Regular Meeting Agenda

1. Call to Order
2. Roll Call
3. President’s Report
4. Clerk’s Report
5. Engineering Report
6. Building Report
7. Public Works Report
8. Police Department Report
9. Committee Reports
   A. Public Works
      1. Approval of the purchase of new water meters
      2. Approval of February 15, 2016 Public Works Minutes
10. Public Discussion
11. Consent Agenda (items listed on the Consent Agenda will be approved by a single vote of the Board unless a member of the Board requests that a separate vote be taken on any item)
   A. February 2, 2016 Village Board Regular Minutes
   B. February 2, 2016 Village Board Executive Session Minutes
   C. Release of Recapture Obligation for Winn Road Improvements
   D. Approval of an ordinance approving an agreement for engineering services with HR Green, Inc.
12. Unfinished Business
   A. Approval of an Ordinance annexing the property at 3119 Route 12
13. New Business
   A. Approval to remove the berms along English Prairie Road and the eastside of the Spring Hill Trails subdivision relative to the mining operations at Richardson Farms
14. Closed Session – Section 2(c)(1) of the Open Meetings Act for discussion of the compensation of employees
15. Other Business
16. Adjournment

Posted: February 12, 2016 at 3:00 pm
<table>
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<th>NAME &amp; JOB No.</th>
<th>CURRENT ACTIVITY</th>
<th>LAST 6 MONTHS ACTIVITY</th>
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<tr>
<td>2016 Road Program SPRI-86160084</td>
<td>The roads were reviewed and an opinion of cost was prepared. HRG is coordinating with a contractor to get road cores.</td>
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<td>2016 General Consultations SPRI-86160070</td>
<td>HRG is providing plats of annexation for various properties as needed.</td>
<td>HRG conducted an E-one learning session for Public Works. NPDES permit submitted to IEPA.</td>
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<tr>
<td>2015 Road Program SPRI-86150196</td>
<td>The payment is being processed.</td>
<td>The final payment and amount is confirmed and was provided to the Village. The final total cost was $412,924.16. A change order for the deduction in the amount of $8,095.79 was processed.</td>
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<tr>
<td>Water Main Master Plan SPRI-86120241</td>
<td>None.</td>
<td>Sent information to Scot Forge for their extension. Completed plan costs and delivered results and spreadsheet to the Village.</td>
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<td>Winn Road Bike Path SPRI-86110180</td>
<td>None.</td>
<td>Submitted final CMAQ funding application to Chicago Metropolitan Agency for Planning. Submitted preliminary CMAQ funding application to McHenry County Council of governments. Staked berm and coordinating with KLM. Had phase 2 kick-off meeting with IDOT.</td>
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<tr>
<td>Winn Road Bridge SPRI-070049</td>
<td>HRG is coordinating with the contractor to finish the work.</td>
<td>Working with IDOT Liaison to finish contract. Working with IDOT to finalize contract. IDOT Liaison retired, so now things are moving ahead and we anticipate completion by May. Tree planting is being coordinated. Culvert is being removed and new culvert added, landscaping also is needed, then the project will be closed out. Additional fence was installed earlier in the month.</td>
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<tr>
<td>Fieldstone Ridge Subdivision SPRI-050957-7</td>
<td>None.</td>
<td>None.</td>
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<tr>
<td>Sanctuary Estates SPRI-050843-7</td>
<td>None.</td>
<td>None.</td>
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<td>Project Name</td>
<td>Phase</td>
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<tr>
<td>Preservation Oaks Phase 2</td>
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<td>Heartland Crossing</td>
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<td>Walnut Ridge – Phase 2</td>
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<td>Saddle Creek Subdivision</td>
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<td>Stonegate Subdivision</td>
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<td>SPRI-030666</td>
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SRB/dmw

cc:  President Mark Eisenberg and Village Board
      Ms. Sandi Rusher, Clerk
      Mr. Scott Puma, Village Attorney
      Chief Tom Sanders, Police Department

O:\86160070\Activity Report\Activityreport-021616-Srb.Doc
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**Midwest Meter Radio Read NO Moving Parts**

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Fee: Software set-up, training, $10,000.00
Training for Orion field $4,000.00
Annual Software License (Year 1) $1,500.00
per service account $40.32 annually

Software licence annually $1,500.00

Total year 1 $44,944.00 $36,844.00

Total year 1 $63,418.32
Council Chambers, Spring Grove, Illinois, February 2, 2016; a Regular Meeting of the Village Board was held this date at 6:01 p.m., at the Municipal Centre, 7401 Meyer Road; President Eisenberg presiding.

Roll Call. Roll call showed the following Board members present: President Mark Eisenberg; Trustees Jim Anhalt, Jeff Letzter, Pat Mazzanti, Bob McMahon, Lloyd Simonson and Randy Vinyard - 7. Absent: None. Also present for the Village were: Sandi Rusher, Village Clerk; Scott Puma, Village Attorney; Steve Bicking, Village Engineer; Tom Sanders, Chief of Police/Executive Assistant; Sgt. Stanley St. Clair and Sgt. Jason Hintz, Police Department; Matt Wittum, Public Works Supervisor; and Trent Turner, Building and Zoning Officer.

President’s Report. D-2 and D-157 school boards along with the Spring Grove Fire Protection Board have approved a concept of the business tax incentive program proposed by the village. An intergovernmental agreement will be prepared between the village and Burton Township for the use of the council chambers for their monthly meetings. The Board also had no issues with the Burton Township Assessor using the council chambers or a small conference room, should the council chambers not be available, for meeting with residents during business hours.

Clerk’s Report. An update on business registration was given.

Engineering Report. Preparations will begin soon for the 2016 road program.

Building and Zoning Report. Building and Zoning Officer Turner will meet with home builders Kim Meier and Mark Buschman to review the new 2015 International Building Codes and amendments before being adopted by the Village Board.


Police Department Report. No report.

Committee Reports. None.

Public Discussion. President Eisenberg then opened the meeting up for discussion by the public.

George Richardson representing Richardson Farm presented a rendering of the berms they would like to remove along English Prairie Road and the eastside of the Spring Hill Trails subdivision, attached hereto as Exhibit A. They would like to use the top soil from the berms to create a new farm field of approximately 30 acres in this area and finish shaping the 3 acre retention lake that the fields drain into and is fed by rain water. The retention lake was to be 11 acres but the gravel
wasn’t there to make a good quality lake as was intended. The 38 acre lake south of this should be built as proposed. The north end of the pond is 4-5 feet in depth and the south end is 10-12 feet. George and Wendy Richardson also intend to build a house just north of the pond this summer. They acknowledged residents would still be able to see the conveyor with the removal of the berms. Mr. Richardson attempted to speak with the four homeowners along Wintergreen, who would be most impacted. One home is vacant, one couple just moved in, one supported the removal and the other is gone for the winter. President Eisenberg added a resident along Richardson Road has also inquired if the berm along this road could be removed. Trustee Anhalt replied he has spoken to people who don’t want the berm along Richardson Road to be removed. Mr. Richardson reiterated the berm along Richardson Road will not be removed at this time as mining activity is still occurring behind it.

Discussion then ensued regarding if the removal of the berms requires a variance to the annexation agreement. Trustee McMahon opined it does not as the agreement states reclamation can commence as one phase is completed with grading and slope stabilization or the planting of vegetation. Attorney Puma did not agree as the agreement also states the owners may remove the berms only after the mining of the Lake Property has ceased. After some discussion, the Board supported the removal of the berm adding it is a good thing because it will cover up exposed dirt. The Board will take final action on the removal at its next meeting.

Steve Bishop, resident in the White Tail Crossing subdivision, questioned if the board has reduced the fees for RBBA in the past. President Eisenberg explained that the village has when the association has made major improvements or repairs to a park. RBBA requested to have the field usage fees waived because of the concession stand project and other work they will be doing at the parks but the Parks Committee felt that instead of waiving the $10 per participant fee, a reduction to $5 would be more favorable.

Public discussion was closed.


A. January 19, 2016 Village Board Regular Minutes
B. January 26, 2016 Parks Committee Minutes
C. January 26, 2016 Finance Committee Minutes
D. January 2016 Bills Payable

Trustee Mazzanti moved, seconded by Trustee Simonson to approve the consent agenda. Roll call vote: Ayes: Anhalt, Letzter, Mazzanti, McMahon and Simonson – 5 Nays: None. Abstain: Vinyard – 1. Motion carried.

Unfinished Business. None.
New Business.

Approval of an Ordinance granting a variance at 2720 Martin Drive. The Planning and Zoning Commission recommended, 5-1, the approval of the application that sought a variance to add an 816 sq. ft. addition to the rear of the existing accessory building for a total of 1,410 sq. ft., which exceeds the allowed 600 sq. ft., subject to the following conditions imposed: the removal of all three (3) temporary structures located behind the existing accessory building and the miscellaneous items stored around the building and the storage of racing fuel to be in compliance with Village Code and Fire Protection District approval. Trustee Mazzanti moved, seconded by Trustee Vinyard to approve the Ordinance as presented. Roll call vote: Ayes: Anhalt, Letzter, Mazzanti, McMahon, Simonson and Vinyard – 6. Nays: None. Motion carried.

Approval of an Ordinance annexing the property at 3119 Route 12. Trustee Mazzanti moved, seconded by Trustee Letzter to continue this matter until February 16, 2016 to allow staff to work with Mr. Del Rio on an annexation agreement. Roll call vote: Ayes: Anhalt, Letzter, Mazzanti, McMahon, Simonson and Vinyard – 6. Nays: None. Motion carried.

Approval of an Ordinance amending Chapter 9, Liquor Control, of the Village Code relative to classifications and number of licenses. The ordinance allows Class C license holders to sell beer and wine by package, which was previously prohibited, and increases the number of Class licenses from 1 to 3. Trustee Simonson moved, seconded by Trustee Letzter to approve the ordinance as presented. Roll call vote: Ayes: Anhalt, Letzter, Mazzanti, McMahon, Simonson and Vinyard – 6. Nays: None. Motion carried.

Approval of a reduction in the participant fee for Richmond Burton Baseball and Softball Association. After reviewing the Field Use Agreement, Trustee McMahon stated although the language is vague, it is apparent to him that the repairs to the Spring Grove Park concession stand are the village’s responsibility not RBBA’s. He added that the village uses half of the building for special event storage. Public Works does have the time to do the repairs but the repairs to the roof need to be addressed immediately. No action was taken on this matter.

Approval of an Ordinance approving the Agreement regarding Sanctuary Estates Public Improvements. In attendance were John Beller, developer of the subdivision, and his attorney Neil Anderson, to request permission to put down the final surface course prior to 75% of the lots receiving final occupancy. The paving would take place this spring. Currently only 4 of 16 lots have received occupancy and 4 of the remaining 12 vacant lots have been acquired by adjacent property owners, which would make it more difficult for the developer to achieve 75% occupancy. The village favored this agreement as Mr. Beller is working to vacate the foreclosure judgment against the lots that he owns because if they are foreclosed on, the village has nothing, even though Mr. Beller is obligated to fulfill his developer obligations. The Agreement also states he would not be required to post a two year maintenance bond but shall pay the village in advance $2,500.00 for future maintenance, snow plowing and street lighting costs. Mr. Beller is only aware of one area that needs to be patched but HR Green will visit the site to verify if others are necessary. Mr. Beller will assume responsibility of the for the dirt berm on Lot 5 that he intends to use as top soil on Lots 9-14. Trustee Mazzanti moved, seconded by Trustee Letzter to approve
the Ordinance as presented with a completion date of August 1, 2016. Roll call vote: Ayes: Anhalt, Letzter, Mazzanti, McMahon, Simonson and Vinyard – 6. Nays: None. Motion carried.

Executive Session - Sections 2(c)(1) and (11) of the Open Meetings Act for discussion of the compensation of employees and pending litigation. Trustee Mazzanti moved, seconded by Trustee Simonson to adjourn into executive session under Sections 2(c)(1) and (11) of the Open Meetings Act for discussion of the compensation of employees and pending litigation. Roll call vote: Ayes: Anhalt, Letzter, Mazzanti, McMahon, Simonson and Vinyard - 6. Nays: None. Motion carried. The Board adjourned into executive session at 6:46 p.m.

Trustee Mazzanti moved, seconded by Trustee Vinyard to reconvene from executive session. Roll call vote: Ayes: Anhalt, Letzter, Mazzanti, McMahon, Simonson and Vinyard - 6. Nays: None. Motion carried. The Board reconvened at 6:59 p.m. with all members present as the original roll call.

Other Business. Trustee Vinyard reported RBBA is seeing an increase in new families during their registration period and Trustee Simonson will be representing the village at the McHenry County Conservation District Conservation Congress on February 6.

There being no further business, Trustee Vinyard moved, seconded by Trustee Simonson to adjourn the meeting at 7:01 p.m. On voice vote, the motion carried.

Respectfully Submitted,

Sandi Rusher, Village Clerk
RELEASE OF RECAPTURE OBLIGATION

Buschman Homes, LLC, an Illinois limited liability company ("Buschman"), and the Village of Spring Grove, in consideration of the payment of the sum of Ten and no/100 Dollars ($10.00) in hand paid, receipt of which is hereby acknowledged, do hereby REMISE, CONVEY, RELEASE AND QUIT CLAIM unto Beller Builders, Inc. (as to Sanctuary Estates) and KLM Builders, Inc. (as to Thousand Oaks Estates), and each of their successors in title, if any, all the right, title, interest, claim or demand whatsoever that it may have acquired against the premises described on Exhibit A, in, through or by a certain Recapture and Cost Sharing Agreement dated March 14, 2008 and recorded with the McHenry County Recorder of Deeds as document 2008R0015860 (the "Agreement"). All amounts due under the Agreement have been paid in full by Beller Builders, Inc. and KLM Builders, Inc. and all work required to be done under the Agreement has been completed.

Dated: __2/4__, 2016

Buschman Homes, LLC

By: ____________________________
   Its Manager

Village of Spring Grove

By: ____________________________
   Mark R. Eisenberg, Its President

Attest: ____________________________
   Sandi Rusher, Its Village Clerk
Consent to Release of Recapture Obligation:

BENEFITTED OWNERS:

Beller Builders, Inc.

[Signature]  
Dated: 1/21/16, 2016

KLM Builders, Inc.

[Signature]  
By: Kim Meier, its President
Dated: 2-3-16, 2016
EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY
SUBJECT TO RELEASE

Sanctuary Estates
Lots 1 through 16 in Sanctuary Estates Subdivision, a subdivision of part of the Northeast Quarter of the Northwest Quarter of Section 13, Township 46 North, Range 8, East of the Third Principal Meridian, according to the plat thereof, recorded February 19, 2008, as document no. 2008R9329, and amendment recorded July 10, 2008, as document no. 2008R0038124, in McHenry County, Illinois.

Parcel Identification Numbers:
Lot 1: 04-13-127-008
Lot 2: 04-13-127-007
Lot 3: 04-13-127-006
Lot 4: 04-13-127-005
Lot 5: 04-13-127-004
Lot 6: 04-13-127-003
Lot 7: 04-13-127-002
Lot 8: 04-13-127-001
Lot 9: 04-13-126-001
Lot 10: 04-13-126-002
Lot 11: 04-13-126-003
Lot 12: 04-13-126-004
Lot 13: 04-13-126-005
Lot 14: 04-13-126-006
Lot 15: 04-13-126-007
Lot 16: 04-13-126-008

This property is also legally described as follows:

THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 46 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTIES:

Thousand Oaks

Lots 1 through 74 in Thousand Oaks Estates, being a Subdivision of the Southwest Quarter of the Northeast Quarter of Section 13 and the North Half of the Southeast Quarter of Section 13, (excepting therefrom the East 396.00 feet thereof), in Township 46 North, Range 8 East of the Third Principal Meridian, according to the plat thereof, recorded as Document No. 2007R0005446, in McHenry County, Illinois.

Parcel Identification Numbers:

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ORDINANCE NO. 2016-08

AN ORDINANCE APPROVING AN AGREEMENT FOR ENGINEERING SERVICES WITH HR GREEN, INC.

WHEREAS, the Village of Spring Grove desires to enter into an engineering services agreement with HR Green, Inc. to provide engineering and planning services;

WHEREAS, the Village Board finds that it is in the best interest of the Village of Spring Grove and its residents to enter into the Agreement, which is attached hereto as Exhibit A.

NOW THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Spring Grove, McHenry County, as follows:

SECTION 1: The above-stated recitals are incorporated by this reference.

SECTION 2: The Agreement between the Village and HR Green, Inc., which is attached hereto as Exhibit A is hereby approved.

SECTION 3: The Village President, Executive Assistant and Village Clerk are authorized to execute the any and all documents necessary to effectuate the intentions of the said Agreement.

SECTION 4: This Ordinance shall be in full force and effect from and after passage and approval.

Passed this 16th day of February, 2016.

Ayes:  .
Nays:  .
Absent:  .
Abstain:  .

VILLAGE OF SPRING GROVE

Mark R. Eisenberg, Village President

ATTEST: ________________________________

Sandi Rusher, Village Clerk
February 9, 2016

President Mark Eisenberg  
Village of Spring Grove  
7401 Meyer Road  
Spring Grove, Illinois 60081

Re: 2016 General Consultations – Miscellaneous Charges  
HRG Job No.: 86160070

Dear President Eisenberg:

Enclosed is our **Short Form Agreement** detailing the scope of services you have requested.

We are able to schedule these services to you immediately upon receipt of this signed Agreement. My rate for 2016 is $165.00/hour. The rate from 2014 through 2015 was $150.00/hour.

If you have any questions regarding services, please call me at 815-759-8306.

We look forward to continuing to serve the Village.

Sincerely,

HR GREEN, INC.

[Signature]

Stephen R. Bicking, P.E.  
Project Director/Village Engineer

SRB/dmw

Enclosure

cc: Ms. Sandi Rusher, Village Clerk
The CLIENT agrees to employ HR Green, Inc. (COMPANY) to perform the following services:

Meeting Attendance and Miscellaneous Work assigned by the Village.

See Attached 2016 Rate Schedule-Village Engineer (Steve Bicking) to bill at the Professional Rate of $165.00 per hour for his general consultation work.

New Job Number Assigned for 2016 by HR Green, Inc.

The CLIENT agrees to pay COMPANY for the above scope of services:

Time and Material Per Current Rate Schedule.

☐ Reimbursable Expenses Included
☐ Subconsultant Services Included
☐ Prepayment Required for Work to Commence

Copy To:
☒ Accounting
☐
Services provided by COMPANY under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the COMPANY. COMPANY’s services under this Agreement are being performed solely for the CLIENT’s benefit, and no other party or entity shall have any claim against COMPANY because of this Agreement or the performance or nonperformance of services hereunder. The CLIENT and COMPANY agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this project to carry out the intent of this provision.

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and COMPANY agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The CLIENT and COMPANY further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

If litigation arises for purposes of collecting fees or expenses due under this Agreement, the Court in such litigation shall award reasonable costs and expenses, including attorney fees, to the party justly entitled thereto. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents including all documents on electronic media prepared by COMPANY as instruments of service shall remain the property of COMPANY.

All project documents including, but not limited to, plans and specifications furnished by COMPANY under this project are intended for use on this project only. Any reuse, without specific written verification or adoption by COMPANY, shall be at the CLIENT’s sole risk, and CLIENT shall defend, indemnify and hold harmless COMPANY from all claims, damages and expenses including attorney's fees arising out of or resulting therefrom.

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by the COMPANY, and the COMPANY makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the COMPANY be liable for indirect or consequential damages as a result of the CLIENT’s use or reuse of the electronic files.

Because electronic file information can be easily altered, corrupted, or modified by other parties, either intentionally or inadvertently, without notice or indication, COMPANY reserves the right to remove itself from of its ownership and/or involvement in the material from each electronic medium not held in its possession. CLIENT shall retain copies of the work performed by COMPANY in electronic form only for information and use by CLIENT for the specific purpose for which COMPANY was engaged. Said material shall not be used by CLIENT or transferred to any other party, for use in other projects, additions to this project, or any other purpose for which the material was not strictly intended by COMPANY without COMPANY’s expressed written permission. Any unauthorized use or reuse or modifications of this material shall be at CLIENT’S sole risk. Furthermore, the CLIENT agrees to defend, indemnify, and hold COMPANY harmless from all claims, injuries, damages, losses, expenses, and attorney’s fees arising out of the modification or reuse of these materials.

The CLIENT agrees that the General Contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the CLIENT’s Agreement with the General Contractor. The CLIENT also agrees that the CLIENT, COMPANY and COMPANY’s consultants shall be indemnified and shall be made additional insureds on the General Contractor’s and all subcontractor’s general liability policies on a primary and non-contributory basis.

The CLIENT shall make no claim for professional negligence, either directly or in a third party claim, against COMPANY unless the CLIENT has first provided COMPANY with a written certification executed by an independent design professional currently practicing in the same discipline as COMPANY and licensed in the State in which the claim arises.
During the term of this Agreement COMPANY shall procure and maintain insurance as set forth on Exhibit A. This insurance shall protect COMPANY from claims arising out of Workers Compensation, Commercial General Liability, Automobile Liability and Professional Liability. Certificates of insurance which name the CLIENT as an additional insured shall be provided to the CLIENT, in the amount stated on Exhibit A, upon execution of the Agreement and prior to the commencement of services by COMPANY. COMPANY will endorse the policies to provide 30 days advance written notice of cancellation from the insurance carrier if desired. CLIENT will need to provide an email address of where notification should be sent. Failure of the CLIENT to demand certificates of insurance, additional insured endorsements, evidence of full compliance with these insurance requirements, or the CLIENT’s failure to review any of these documents or identify a deficiency in the insurance obtained, shall not be construed as a waiver of COMPANY’s obligation to maintain the insurance required by this Agreement. COMPANY agrees that it is solely its obligation to maintain the insurance required and that this is an obligation which cannot be waived by any action or omission of the CLIENT. Failure to maintain the required insurance may result in termination of this Agreement at the CLIENT’s option.

The CLIENT agrees, to the fullest extent permitted by law, to limit the liability of COMPANY and COMPANY’s officers, directors, partners, employees, shareholders, owners and subconsultants to the CLIENT for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys’ fees and costs and expert witness fees and costs, so that the total aggregate liability of COMPANY and its officers, directors, partners, employees, shareholders, owners and subconsultants to all those named shall not exceed the amount of the insurance required to be maintained by the COMPANY. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

Invoices for COMPANY’s services shall be submitted, on a monthly basis. Invoices shall be due and payable upon receipt. If any invoice is not paid within 15 days, COMPANY may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT suspend or terminate the performance of services. The retainer shall be credited on the final invoice. Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event any portion of an account remains unpaid 60 days after the billing, COMPANY may institute collection action and the CLIENT shall pay all costs of collection, including reasonable attorney’s fees.

This agreement is approved and accepted by the CLIENT and COMPANY upon both parties signing and dating the agreement. Work will not begin until COMPANY receives a signed agreement. The effective date of the agreement shall be the last date entered below.

VILLAGE OF SPRING GROVE

Accepted by: ________________________________

Printed/ Typed Name: Mr. Mark Eisenberg

Title: Village President

Date: __________________________________________________________________

Village of Spring Grove
2016 General Consultations – Miscellaneous Charges
Job No. 86160070
February 9, 2016
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HR GREEN, INC.

Printed/ Typed Name: Stephen R. Bicking, P.E.

Title: Project Director/Village Engineer

Date: February 9, 2016

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HR Green, Inc.
Billing Rate Schedule
Effective January 1, 2016

<table>
<thead>
<tr>
<th>Professional Services</th>
<th>Billing Rate Range</th>
</tr>
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<tbody>
<tr>
<td>Principal</td>
<td>$195 - $280</td>
</tr>
<tr>
<td>Senior Professional</td>
<td>$165 - $240</td>
</tr>
<tr>
<td>Professional</td>
<td>$110 - $180</td>
</tr>
<tr>
<td>Junior Professional</td>
<td>$85 - $135</td>
</tr>
<tr>
<td>Senior Technician</td>
<td>$90 - $125</td>
</tr>
<tr>
<td>Technician</td>
<td>$45 - $105</td>
</tr>
<tr>
<td>Senior Field Personnel</td>
<td>$100 - $165</td>
</tr>
<tr>
<td>Field Personnel</td>
<td>$60 - $145</td>
</tr>
<tr>
<td>Junior Field Personnel</td>
<td>$50 - $90</td>
</tr>
<tr>
<td>1 Person w/ GPS or Robotic Equipment</td>
<td>$115</td>
</tr>
<tr>
<td>2 Person Crew w/ GPS or Robotic Equipment</td>
<td>$165</td>
</tr>
<tr>
<td>Administrative Coordinator</td>
<td>$50 - $140</td>
</tr>
<tr>
<td>Administrative</td>
<td>$50 - $115</td>
</tr>
<tr>
<td>Corporate Admin</td>
<td>$50 - $120</td>
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