



## MEETING AGENDA

**VILLAGE BOARD OF TRUSTEES**  
**Tuesday, June 11, 2019**  
**7:30 P.M.**  
**MEMORIAL HALL – MEMORIAL BUILDING**  
*(Tentative and Subject to Change)*

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. APPROVAL OF MINUTES**
  - a) Regular Meeting of May 21, 2019
- 4. VILLAGE PRESIDENT'S REPORT**
- 5. APPOINTMENTS TO BOARDS AND COMMISSIONS**
- 6. PUBLIC HEARING ON FY2019/20 APPROPRIATIONS ORDINANCE**
- 7. CITIZENS' PETITIONS** (Pertaining to items appearing on this agenda)\*
- 8. FIRST READINGS – INTRODUCTION\*\***

*Items included for First Reading - Introduction may be disposed of in any one of the following ways: (1) moved to Consent Agenda for the subsequent meeting of the Board of Trustees; (2) moved to Second Reading/Non-Consent Agenda for consideration at a future meeting of the Board of Trustees; or (3) referred to Committee of the Whole or appropriate Board or Commission. (Note that zoning matters will not be included on any Consent Agenda; all zoning matters will be afforded a First and a Second Reading. Zoning matters indicated below by \*\*.)*

**Administration & Community Affairs (Chair Hughes)**

- a) Approve an Annual Appropriations Ordinance for the Fiscal Year of May 1, 2019 to April 30, 2020
- b) Approve an agreement with Avolin, LLC for software hosting and maintenance on the Village's financial accounting applications in the amount of \$84,405.36

**Environment & Public Services (Chair Byrnes)**

- c) Approve an ordinance amending Title 12 (Flood Control Regulations), Chapter 1 (General Regulations), Section 7 (Flood Insurance Rate Maps and Flood Insurance Studies) of the Village Code of Hinsdale to adopt the August 1, 2019 DuPage County Flood Insurance Rate Maps and Flood Insurance Study
- d) Approve a Resolution approving the 2019 Infrastructure project contract Change Order Number 1 in the amount of \$418,453 to G&M Cement Construction, Inc.
- e) Award the 2019 Crack Sealing Project to Denler, Inc. of Joliet, IL in the amount not to exceed \$99,390

### **Zoning and Public Safety (Chair Stifflear)**

- f) Approve an Ordinance Amending Parking Regulations in Section 6-12-8, Schedule VIII ('No Parking Zones') Relating to the East Side of Blaine Street between Addresses of 15 and 37 Blaine; **and**
- g) Approve an Ordinance amending Parking Regulations in Section 6-12-9(C), Schedule IX; ('Limited Parking Zones'), Two Hour Parking, 9AM to 6PM; relating to the west side of Blaine Street between Addresses of 18-38 Blaine
- h) Authorize the purchase of two (2) new Police Department patrol fleet vehicles to Currie Motors in the amount of \$73,174
- i) Approve the purchase of eight (8) - GETAC V110 Convertible Laptops, adaptors, docking stations, mounting hardware, GPS antennal, and installation from A Beep LLC located at 452 N. Chicago Street, Joliet, Illinois 60432 in the amount of \$39,802

## **9. CONSENT AGENDA**

*All items listed below have previously had a First Reading of the Board or are considered Routine\*\*\* and will be moved forward by one motion. There will be no separate discussion of these items unless a member of the Village Board or citizen so request, in which event the item will be removed from the Consent Agenda.*

### **Administration & Community Affairs (Chair Hughes)**

- a) Approval and payment of the accounts payable for the period of May 22, 2019 to June 11, 2019, in the aggregate amount of \$2,602,999.21 as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk\*\*\*

### **Environment & Public Services (Chair Byrnes)**

- b) Approve a lobbying services agreement with Chris Nybo LLC, 444 Mitchell Avenue, Elmhurst, through December 31, 2019 (*First Reading – May 21, 2019*)
- c) Award Roofing Repair Services for the Katherine Legge Memorial Lodge Roof and Gutters and Brush Hill Train Station Roofs to Huebner Roofing Inc. in the amount not to exceed \$62,500\*\*\*

## **10. SECOND READINGS / NON-CONSENT AGENDA – ADOPTION**

*These items require action of the Board. Typically, items appearing for Second Reading have been referred for further discussion/clarification or are zoning cases that require two readings. In limited instances, items may be included as Non-Consent items and have not had the benefit of a First Reading due to emergency nature or time sensitivity, or when the item is a referral to another Board or Commission\*\*\*\**

### **Administration & Community Affairs (Chair Hughes)**

- a) Approve the blanket purchase orders for Fiscal Year 2019-2020 totaling \$590,096 and waiving the competitive bidding requirements where applicable (*First Reading – May 21, 2019*)

### **Zoning and Public Safety (Chair Stifflear)**

- b) Approve an Ordinance Amending Title 5 ("Police Regulations"), Chapter 7 ("Dogs, Cats, and other Animals"), Section 5-7-10 ("Restraint") and Section 5-7-11 ("Impoundment") of the Village Code of Hinsdale Related to Leashing Dogs and Impounding Dangerous or Vicious Dogs Pending Investigation (*Discussion Item – May 7, 2019, First Reading – May 21, 2019*)

## **11. DISCUSSION ITEMS**

- a) Hinsdale Paddle Tennis Association (HPTA) naming of the paddle hut

## **12. DEPARTMENT AND STAFF REPORTS**

- a) Fire
- b) Engineering
- c) Parks & Recreation
- d) Economic Development

## **13. REPORTS FROM ADVISORY BOARDS AND COMMISSIONS**

## **14. OTHER BUSINESS**

## **15. NEW BUSINESS**

## **16. CITIZENS' PETITIONS** (Pertaining to any Village issue)\*

## **17. TRUSTEE COMMENTS**

## **18. CLOSED SESSION– 5 ILCS 120/2(c) (1)/(2)/(3)/(5)/(8)/(11)/(21)**

## **19. ADJOURNMENT**

\*The opportunity to speak to the Village Board pursuant to the Citizens' Petitions portions of a Village Board meeting agenda is provided for those who wish to comment on an agenda item or Village of Hinsdale issue. The Village Board appreciates hearing from our residents and your thoughts and questions are valued. The Village Board strives to make the best decisions for the Village and public input is very helpful. Please use the podium as the proceedings are videotaped. Please announce your name and address before commenting.

***\*\*The Village Board reserves the right to take final action on an Item listed as a First Reading if, pursuant to motion, the Board acts to waive the two reading policy.***

***\*\*\*Routine items appearing on the Consent Agenda may include those items that have previously had a First Reading, the Accounts Payable and previously-budgeted items that fall within budgetary limitations and have a total dollar amount of less than \$500,000.***

***\*\*\*\*Items included on the Non-Consent Agenda due to "emergency nature or time sensitivity" are intended to be critical business items rather than policy or procedural changes. Examples might include a bid that must be awarded prior to a significant price increase or documentation required by another government agency to complete essential infrastructure work.***

The Village of Hinsdale is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend this meeting and who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the facilities, are requested to promptly contact Darrell Langlois, ADA Coordinator, at 630-789-7014 or by TDD at 630-789-7022 to allow the Village of Hinsdale to make reasonable accommodations for those persons.

**Website <http://villageofhinsdale.org>**

**VILLAGE OF HINSDALE  
VILLAGE BOARD OF TRUSTEES  
MINUTES OF THE MEETING  
May 21, 2019**

The regularly scheduled meeting of the Hinsdale Village Board of Trustees was called to order by Village President Tom Cauley in Memorial Hall of the Memorial Building on Tuesday, May 21, 2019 at 7:33 p.m., roll call was taken.

Present: Trustees Matthew Posthuma, Scott Banke (following Oath of Office), Luke Stifflear, Gerald J. Hughes, Laurel Haarlow, Neale Byrnes, and President Tom Cauley

Absent: None

Also Present: Village Manager Kathleen A. Gargano, Assistant Village Manager/Director of Public Safety Brad Bloom, Assistant Village Manager Emily Wagner, Finance Director Darrell Langlois, Police Chief Brian King, Fire Chief John Giannelli, Director of Community Development/Building Commissioner Robb McGinnis, Director of Public Services George Peluso, Village Engineer Dan Deeter and Village Clerk Christine Bruton

**PLEDGE OF ALLEGIANCE**

President Cauley led those in attendance in the Pledge of Allegiance.

**APPROVAL OF MINUTES**

**a) Regular Meeting of May 7, 2019**

Following changes to the draft minutes, Trustee Hughes moved to **approve the draft minutes of the regular meeting of May 7, 2019, as amended.** Trustee Byrnes seconded the motion.

**AYES:** Trustees Posthuma, Stifflear, Hughes, Haarlow and Byrnes

**NAYS:** None

**ABSTAIN:** None

**ABSENT:** None

Motion carried.

**OATH OF OFFICE AND SEATING OF VILLAGE BOARD MEMBER**

President Cauley made farewell remarks for former Trustee Chris Elder stating he was born and raised in Hinsdale, and served on the Village Board for eight years. He stated that, in his view, he was the perfect Trustee. He was always prepared, and willing to give his time and energy where needed. He took the concerns of residents seriously, listened to all points of view, and was open to changing his mind. He was respectful of residents, staff and Board members. He will be missed.

Trustee Hughes added that he will personally miss working with Trustee Elder, as they have worked together for 10 years on this Board and the Finance Commission. He did so much work behind the scenes. He thanked him for his time with the Village.

President Cauley introduced Trustee-elect Mr. Scott Banke, stating he has lived in Hinsdale since 1990, and volunteered his time and energy for various causes and organizations. He served on the Parks & Recreation Commission for seven years, the Board of Police and Fire Commissioners, and served on the Village Board for six months. He is excited to have him back. President Cauley administered the oath of office to Mr. Banke.

Trustee Banke took his seat at the dais.

### **VILLAGE PRESIDENT'S REPORT**

President Cauley announced his Committee appointments for the next two years, noting that the current chairs of those Committees have agreed to continue.

He also reported that Trustee Hughes and Finance Director Darrell Langlois have been working to develop financial information that is more digestible by the Village Board. A schedule has been provided to the Board at the dais. This is not in lieu of the quarterly report, but in addition. He described the information on the schedule; including estimated actuals, estimated annual projection based on performance to date, and revenue and expense summaries. He summarized the contents of the report and pointed out notable information.

Trustee Hughes made a suggestion for future reports; President Cauley added that if any Trustee had any ideas to forward them to Mr. Langlois. Trustee Hughes asked that this report be put on the Village website.

### **CITIZENS' PETITIONS**

None.

### **FIRST READINGS – INTRODUCTION**

#### **Administration & Community Affairs (Chair Hughes)**

- a) **Approve the blanket purchase orders for Fiscal Year 2019-2020 totaling \$590,096 and waiving the competitive bidding requirements where applicable**

Trustee Hughes introduced the item and explained this is an annual housekeeping matter; the Board approves spending to individual vendors where in the aggregate the amount could be over the Village Manager's spending authority. This prevents the Board from having to approve these payments individually.

The Board agreed to move this item forward for a second reading at their next meeting.

#### **Environment & Public Services (Chair Byrnes)**

- b) **Approve a lobbying services agreement with Chris Nybo LLC, 444 Mitchell Avenue, Elmhurst, through December 31, 2019**

Trustee Byrnes introduced the item for lobbying services related to HB 3172 that introduces the sharing of sales tax revenue. It would be harmful for Hinsdale to split Oasis sales tax

revenue with Western Springs. The lobbyist will assist in preventing the bill from going to the Senate. If the bill is squashed in the next month or so, the agreement can be cancelled. Trustee Hughes referenced the false claim of Western Springs regarding their providing services relative to the Oasis. President Cauley confirmed that Burr Ridge is also claiming a right to share Oasis revenue. Village Manager Gargano explained that legislative sessions end May 31, and will start again in the fall, but this could come up in veto session. It was confirmed that Western Springs hired a lobbyist to advance this issue. The Board agreed to move this item to the consent agenda of their next meeting.

#### **Zoning and Public Safety (Chair Stifflear)**

- c) **Approve an Ordinance Amending Title 5 ("Police Regulations"), Chapter 7 ("Dogs, Cats, and other Animals"), Section 5-7-10 ("Restraint") and Section 5-7-11 ("Impoundment") of the Village Code of Hinsdale Related to Leashing Dogs and Impounding Dangerous or Vicious Dogs Pending Investigation** (*Discussion Item – May 7, 2019*)

Trustee Stifflear introduced the item that was discussed by the Board at their last meeting. The ordinance introduces two changes to the Village code; to require restraint by leash in the public right-of-way, and impoundment until DuPage County Animal Control completes a review. Resident feedback was solicited; no one has opposed impoundment following an attack on a person, but there were differing opinions on the leash requirement.

**Ms. Lisa Vaughn of 116 S. Adams** addressed the Board. She described the attack last year of an unleashed dog on her dog. The owners of the dog were sorry and volunteered to pay the vet bills, but the owner continued to walk the dog off-leash. They then called the police and reported the incident; there have been multiple incidents with this dog. She believes Village ordinances should be strengthened to allow police to enforce safety for residents.

**Mr. Chris Vaughn of 116 S. Adams** addressed the Board. He added the owner of the dog in the incident his wife described believed he had the dog under voice control. About a dozen of his neighbors met with President Cauley, Police Chief King and the States Attorney to discuss this issue, he thanked these individuals for listening to them. He believes the proposed ordinance is a smart law and not out of the ordinary. He added that by ordinance or policy the Police should be required to report these types of incidents to DuPage Animal Control. In this way, restrictions can be placed on dogs earlier, before additional incidents can occur.

Trustee Hughes said he leaned in favor of this change, but wanted to hear more. He had no idea what the feedback would be, but thinks the Board has heard 10 to 1 in favor of this ordinance from residents. In the hierarchy of the things the Board works to preserve, real and perceived safety is at the top. Feeling safe is really important, and therefore is in favor of this ordinance. He would like the monthly Police report to include dog incidents. He suggested that this reporting, as well as the ordinance, address attacks on other animals, not just people.

Trustee Byrnes struggles with the wording regarding the Police Chief's role in these incidents. President Cauley responded this ordinance will allow the Police Chief to determine if the dog should remain impounded until the DuPage Animal Control review. Chief King elaborated stating DuPage County Animal Control can control the environment, in terms of fences, collars, removing the dog from the County, and putting dogs down. Trustee Banke said it seems impetus for enforcement will result impoundment, but what will

happen if an officer sees someone walking their dog off-leash? Chief King explained this is an ordinance violation, and there is a ticket and a fine associated with the offense. President Cauley noted that residents can still let their dogs off-leash at Katherine Legge Memorial Lodge (KLM), as permitted by ordinance. Chief King added that 10 municipalities were surveyed; Clarendon Hills and Burr Ridge allow voice control, but the other eight require leashing.

Trustee Posthuma added that the leash can be 10' feet long, which still gives the dog plenty of room to walk around. Trustee Stifflear echoed Trustee Hughes remarks noting that some people are afraid of dogs, and an unleashed dog is frightening. This shouldn't be the case. Residents who were opposed to this ordinance had well laid out arguments, but he puts more weight on the fact that others may be in fear. He asked how this will be enforced and how residents will be informed of the new regulation. Chief King said it is a three step process; education, warning and enforcement. Trustee Haarlow pointed out that the owner who is willing to pay hundreds of dollars in veterinary bills, might not find a ticket meaningful persuasion. Chief King explained that the ticket is still important because it establishes a record with the County in the event there are multiple incidents. An accumulation of data will assist the County in making a determination. He added that the Village can ask the County to do a safety assessment, too.

President Cauley encouraged residents to report these incidents to the Police Department. He added the Village controls the process now, not the owner.

Trustee Hughes made specific suggestions for changes to the language of the ordinance; which included expanding the criteria as included, but not limited to, remove the corporate limits language, and add attacks on humans or other animals. He also suggested that this information be provided to residents every time a dog is registered. Ms. Gargano agreed, and added staff can do a mailing to registered dog owners, and post it to the website.

The Board agreed to move this item forward for a second reading at their next meeting.

## **CONSENT AGENDA**

### **Administration & Community Affairs (Chair Hughes)**

- a) Trustee Hughes moved **Approval and payment of the accounts payable for the period of May 8, 2019 to May 21, 2019, in the aggregate amount of \$903,807.55 as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk.** Trustee Byrnes seconded the motion.

**AYES:** Trustees Posthuma, Banke, Stifflear, Hughes, Haarlow and Byrnes

**NAYS:** None

**ABSTAIN:** None

**ABSENT:** None

Motion carried.

**SECOND READINGS / NON-CONSENT AGENDA – ADOPTION**

**Environment & Public Services (Chair Byrnes)**

- a) **Award the engineering services for design of the E. Chicago Avenue Drainage Corridor Project to HR Green, Inc. in the amount not to exceed \$133,400** (*First Reading – May 7, 2019*)

Trustee Byrnes introduced the item and moved to **Award the engineering services for design of the E. Chicago Avenue Drainage Corridor Project to HR Green, Inc. in the amount not to exceed \$133,400.** Trustee Hughes seconded the motion.

**AYES:** Trustees Posthuma, Banke, Stifflear, Hughes, Haarlow and Byrnes

**NAYS:** None

**ABSTAIN:** None

**ABSENT:** None

Motion carried.

- b) **Approve a professional services agreement with HR Green to provide owner's representative services for the parking deck project at a cost not to exceed \$70,738** (*First Reading – May 7, 2019*)

Trustee Byrnes introduced the item for a new owner's representative for the remainder of the deck project, and added that Mr. Creech is very knowledgeable.

Trustee Byrnes moved to **Approve a professional services agreement with HR Green to provide owner's representative services for the parking deck project at a cost not to exceed \$70,738.** Trustee Banke seconded the motion.

**AYES:** Trustees Posthuma, Banke, Stifflear, Hughes, Haarlow and Byrnes

**NAYS:** None

**ABSTAIN:** None

**ABSENT:** None

Motion carried.

- c) **Approve the North Madison Street Flood Project (East) to Burke LLC in an amount not to exceed \$520,760, and confirm acceptance of bids received from Kensington Hinsdale Building, LLC in the amount not to exceed \$771,600** (*First Reading – May 7, 2019*)

Trustee Byrnes introduced the item and moved to **Approve the North Madison Street Flood Project (East) to Burke LLC in an amount not to exceed \$520,760, and confirm acceptance of bids received from Kensington Hinsdale Building, LLC in the amount not to exceed \$771,600.** Trustee Banke seconded the motion.

**AYES:** Trustees Posthuma, Banke, Stifflear, Hughes, Haarlow and Byrnes

**NAYS:** None

**ABSTAIN:** None

**ABSENT:** None

Motion carried.

**Zoning and Public Safety (Chair Stifflear)**

- d) **Approve an Ordinance approving a fourth major adjustment to a Planned Development – Hinsdale Meadows (Southeast corner of 55<sup>th</sup> Street and County Line Road) – Hinsdale Meadows, LLC (First Reading – May 7, 2019)**

Trustee Stifflear introduced the item and recapped the requests included in the fourth major adjustment. He noted the Plan Commission voted 6-0 to recommend approval.

Trustee Stifflear moved to **Approve an Ordinance approving a fourth major adjustment to a Planned Development – Hinsdale Meadows (Southeast corner of 55<sup>th</sup> Street and County Line Road) – Hinsdale Meadows, LLC**. Trustee Hughes seconded the motion.

**AYES:** Trustees Posthuma, Banke, Stifflear, Hughes, Haarlow and Byrnes

**NAYS:** None

**ABSTAIN:** None

**ABSENT:** None

Motion carried.

- e) **Approve a Referral to Plan Commission for Review and Consideration of an Ordinance Amending Section 11-603 (Planned Developments), and to Section 11-604 (Site Plan Review) of the Hinsdale Zoning Code Relative to Adjustments to Planned Developments and Site Plans (Non-consent/Second Reading – March 19, 2019)**

Trustee Stifflear introduced the item and explained the catalyst for this revision was the number of minor changes to site plans from Hinsdale Meadows. The Board felt that some were so minor in nature that they needn't come to the Board, but could be approved administratively. The Board, staff and the Village Attorney have reviewed the language of the proposed ordinance, and Trustee Stifflear thinks it is in decent shape. He noted that any minor change could only be approved administratively following review by the Chair of the Zoning & Public Safety Committee (ZPS), the Chair of the Plan Commission, the Community Development Director and the Village Manager.

Trustee Stifflear moved to **Approve a Referral to Plan Commission for Review and Consideration of an Ordinance Amending Section 11-603 (Planned Developments), and to Section 11-604 (Site Plan Review) of the Hinsdale Zoning Code Relative to Adjustments to Planned Developments and Site Plans**. Trustee Hughes seconded the motion.

**AYES:** Trustees Posthuma, Banke, Stifflear, Hughes, Haarlow and Byrnes

**NAYS:** None

**ABSTAIN:** None

**ABSENT:** None

Motion carried.

## DISCUSSION ITEMS

### a) ERP update

Assistant Village Manager Emily Wagner reported staff has been working hard for the past five months, starting with a new chart of accounts, which is the backbone of the system. Mr. Langlois and staff are working with the chart in a test environment. Additionally, the new system uses pin numbers for each address; staff is entering and verifying every property line by line. Staff and Baecore are reviewing all processes; billing, Accounts Receivable and Payroll to make sure they will be correct. She confirmed that bills paid to Baecore to date match the contract and are slightly ahead of budget.

### b) Sterigenics

Trustee Stifflear assured residents the Village of Hinsdale is committed to public safety and keeping the seal order against Sterigenics Willowbrook in effect. At this point, the facility remains closed. On May 8, Willowbrook, Burr Ridge, Darien, Indian Head Park and Hinsdale delivered a joint letter to Attorney General Kwame Raoul and DuPage County State's Attorney Robert Berlin opposing any settlement to lift the seal order, or allow the use of ethylene oxide (ETO) in these communities. On May 10, the Village filed a petition to intervene with DuPage County regarding the People of Illinois vs. Sterigenics, which will be heard on July 18.

He reported the U.S. Environmental Protection Agency will host an open house and community meeting on Wednesday, May 29 in Burr Ridge to update the community on their work regarding Sterigenics and ETO. He encouraged interested residents to attend this meeting.

Finally, he explained that the community of Burr Ridge has assembled an Environmental Quality Commission in order to keep the Sterigenics matter on the right track. He said the commission is composed of residents and Trustees from Burr Ridge as well as residents, scientists and community leaders from surrounding communities, including Hinsdale. Currently, the Commission has primarily focused on reviewing submitted legislation and providing feedback to legislators. He believes when communities work together on a matter such as this, all have a stronger voice at the State and Federal level. The reason Hinsdale does not have a task force, is because we are participating with Burr Ridge.

He referenced a memo to the Board this week about lobbying services contracted by Burr Ridge at \$5,000/per month through the end of the year. If any other community wants to join, they can. Darien has not joined, and Willowbrook has a separate lobbying effort. He doesn't think Hinsdale should join because of the cost, and because the matter is already on the top of legislative agendas. Further, the strongest opposition can be made by residents contacting their State legislators. Trustee Byrnes added the Sterigenics matter has the full authority of the IEPA and the Governor's support. Ms. Gargano added that when she was recently in Springfield, she spoke with State Representative Deanne Mazzochi who is working to draft the legislation. Leaders in the Illinois House and Senate are aware of this issue and are responding.

Trustee Hughes commented that hiring a lobbyist is a good idea is one question, contributing is another question, and wondered if Hinsdale should be a good neighbor and help pay the way. Trustee Stifflear responded stating that he could change his recommendation on participating in the future, but wants to see what comes out of the legislative session ending May 31 first before considering our path. He added that Burr Ridge chose the lobbyist without any input from Hinsdale, and he would be more comfortable participating in the cost after an

interview or review of the lobbyist. Trustee Hughes added that if Hinsdale is benefiting from the work of the lobbyist, we should consider helping out if that makes sense.

**c) Recycling update**

Management Analyst Jean Bueche reported that all residents have received a postcard from Republic Services outlining the composting program and an option to upgrade resident's recycling toter. This information is also on the website.

**DEPARTMENT AND STAFF REPORTS**

- a) Treasurer's
- b) Fire
- c) Community Development
- d) Public Services

The report(s) listed above were provided to the Board. There were no additional questions regarding the content of the department and staff reports.

Ms. Gargano updated the Board on various matters; all Sterigenics information is posted on the Village website; HB 3127 is in the Senate Executive Committee; the Village issued a press release announcing that May is Historic Preservation Month, and there is a mobile app called Historical Tourist: Hinsdale, that provides a guided tour into Hinsdale's history; the pool opens on May 25, other summer Parks & Recreation events include Taco Tuesday and Summer Brew and Q; the Memorial Day Parade is Monday, May 27, Village offices are closed; Metra has a new revised weekday schedule starting Monday, June 3, the 4:50 p.m. outbound train will arrive in Hinsdale at 5:16 p.m. instead of 5:29 p.m.; Columbia Avenue residents met with staff and tollway representatives to work through resident issues.

**REPORTS FROM ADVISORY BOARDS AND COMMISSIONS**

No reports.

**OTHER BUSINESS**

None.

**NEW BUSINESS**

None.

**CITIZENS' PETITIONS**

None.

**TRUSTEE COMMENTS**

None.

### ADJOURNMENT

There being no further business before the Board, President Cauley asked for a motion to adjourn. Trustee Stifflear moved to **adjourn the regularly scheduled meeting of the Hinsdale Village Board of Trustees of May 21, 2019.** Trustee Byrnes seconded the motion.

**AYES:** Trustees Posthuma, Banke, Stifflear, Hughes, Haarlow and Byrnes

**NAYS:** None

**ABSTAIN:** None

**ABSENT:** None

Motion carried.

Meeting adjourned at 8:49 p.m.

ATTEST: \_\_\_\_\_  
Christine M. Bruton, Village Clerk

**REQUEST FOR BOARD ACTION**  
Administration

**AGENDA SECTION:** Village President's Report

**SUBJECT:** Appointments to Boards and Commissions

**MEETING DATE:** June 11, 2019

**FROM:** Christine Bruton, Village Clerk

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**Recommended Motion**

Approve the appointment(s) to Village Boards and Commissions, as recommended by the Village President.

**Background**

Due to the expiration of terms and/or resignations, vacancies can occur on any given Board or Commission. The Village President, with the advice and consent of the Village Board, has the authority to make appointments, and makes every effort to fill these vacancies in a timely fashion with qualified, committed volunteers.

**Discussion & Recommendation**

The following individuals have agreed to serve as noted below:

Finance Commission

Mr. Christopher Elder appointed to a 3-year term through April 30, 2022

Mr. Charlie Russ appointed to fill the unexpired term of Anish Parvateneni through April 30, 2020

Mr. Robert D'Arco re-appointed to a 3-year term through April 30, 2022

Mr. Peter Boomer re-appointed to a 3-year term through April 30, 2022

Historic Preservation Commission

Mr. John Bohnen re-appointed to a 3-year term as Chair through April 30, 2022

Mr. Bill Haarlow re-appointed to a 3-year term through April 30, 2022

Mr. Jim Prisby re-appointed to a 3-year term through April 30, 2022

Ms. Alexis Braden appointed to fill the unexpired term of Janice D'Arco through April 30, 2021

Parks & Recreation Commission

Mr. Darren Baker re-appointed to a 3-year term through April 30, 2022

Mr. Chris Boruff re-appointed to a 3-year term through April 30, 2022

Plan Commission

Ms. Julie Crnovich re-appointed to a 3-year term through April 30, 2022

Mr. Jim Krillenberger re-appointed to a 3-year term through April 30, 2022

Mr. Mark Willabee re-appointed to a 3-year term through April 30, 2022

Zoning Board of Appeals

Mr. John Podliska re-appointed to a 5-year term through April 30, 2024

Mr. Kathryn Engel re-appointed to a 5-year term through April 30, 2024

Board of Fire & Police Commissioners

Mr. Craig Milkint appointed to fill the unexpired term of Scott Banke through April 30, 2020



## REQUEST FOR BOARD ACTION

### **Budget Impact**

N/A

### **Village Board and/or Committee Action**

N/A

### **Documents Attached**

1. Applications and resumes (provided confidentially to Village Board of Trustees)

**REQUEST FOR BOARD ACTION**  
**Finance**

**AGENDA SECTION:** First Reading – ACA

**SUBJECT:** Annual Appropriations Ordinance

**MEETING DATE:** June 11, 2019

**FROM:** Darrell Langlois, Assistant Village Manager/Finance Director

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**Recommended Motion**

Move to Approve the Annual Appropriations Ordinance for the Fiscal Year of May 1, 2019 to April 30, 2020.

**Background**

Attached is the proposed Annual Appropriation Ordinance for Fiscal Year 2019-20. The ordinance represents the legal spending authority of the Village for Fiscal Year 2019-20 and is required by state statutes to be adopted by July 31, 2019. It should be noted that although the appropriation ordinance represents the Village's legal spending authority, the Village's budget, which was adopted in April, is the financial plan which the Village operates under throughout the fiscal year.

Prior to adopting the ordinance, statutes require that the Village hold a public hearing on the ordinance and that notice of the public hearing be published in the newspaper. The notice of the public hearing was published in the *Hinsdalean* on May 30, 2019, and the legally required public hearing on the proposed appropriation ordinance will be held on June 11, 2019 prior to first reading of the ordinance.

**Discussion & Recommendation**

The line items contained in the proposed appropriation ordinance are identical to the Village's FY 2019-20 Budget. In addition to the line item budget amounts, a contingency amount is added for unforeseen expenses in each department. The contingency amount is to ensure that the Village has spending authority in case of unforeseen emergencies such as severe weather or fire. If the contingency amount is not available, the Village would be legally precluded from procuring needed services to the citizens in a timely manner. As to the amounts for the Hinsdale Public Library, these amounts were approved by a separate resolution of the Hinsdale Public Library Board.

**Budget Impact**

There is no impact to the original budget. The Appropriations Ordinance sets the legal spending limit for the Village.

**Village Board and/or Committee Action**

N/A

**Documents Attached**

1. FY 2019-20 Annual Appropriations Ordinance

**VILLAGE OF HINSDALE**

**ORDINANCE NO. 02019-**

**ANNUAL APPROPRIATION ORDINANCE  
FOR THE FISCAL YEAR MAY 1, 2019, TO APRIL 30, 2020**

WHEREAS, a proposed appropriation ordinance for the Village of Hinsdale for the fiscal year ending April 30, 2020, upon which this Annual Appropriation Ordinance is based, was heretofore duly prepared and made conveniently available to the public for at least 10 days prior to the public hearing described below and for at least 10 days prior to the adoption of this Annual Appropriation Ordinance, all in accordance with the requirements of Section 8-2-9 of the Illinois Municipal Code, 65 ILCS 5/8-2-9; and

WHEREAS, the Board of Trustees of the Village of Hinsdale, pursuant to notice duly published on May 30, 2019 in the Hinsdalean in accordance with the requirements of said Section 8-2-9 held a public hearing on June 11, 2019, at the Memorial Building, 19 East Chicago Avenue, Hinsdale, Illinois, for the purpose of hearing and considering testimony regarding the proposed appropriation ordinance; and

WHEREAS, all required or necessary revisions, alternations, increases, or decreases in the proposed appropriation ordinance have since been made and are reflected in this Annual Appropriation Ordinance;

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

Section 1.      Recitals. The foregoing recitals are incorporated herein as findings of the President and Board of Trustees.

Section 2.      General Corporate Appropriations. The following sums of money, or so much thereof as may be authorized by law, are deemed necessary to defray all necessary expenses and liabilities of the Village of Hinsdale for the fiscal year commencing on May 1, 2019, and ending April 30, 2020, and the same shall be, and they are hereby, appropriated for the objects and purposes hereinafter specified:

## **FY 2019-20 Appropriation Ordinance**

### **Corporate Fund - 10000**

#### **General Government Department - 1000**

#### **Appropriation**

7001	Salaries & Wages	1,070,716
7002	Overtime	10,000
7003	Temporary Help	117,846
7005	Longevity Pay	1,200
7099	Water Fund Cost Allocation	(821,219)
7101	Social Security	66,105
7102	IMRF	107,297
7105	Medicare	17,397
7111	Employee Insurance	164,819
7201	Legal Services	250,000
7204	Auditing	32,877
7294	Tollway Expenditures	50,000
7299	Misc. Professional Services	40,740
7309	Data Processing	135,207
7316	IT Service Contract	183,110
7399	Misc. Contractual Services	33,235
7401	Postage	16,500
7402	Utilities	3,100
7403	Telephone	15,225
7414	Legal Publications	5,500
7415	Employment Advertising	3,500
7419	Printing & Publications	10,150
7499	Misc. Services	4,850
7501	Office Supplies	13,900
7508	Licenses	2,550
7520	Computer Equipment Supplies	27,600
7539	Software Purchases	55,400
7599	Misc. Supplies	1,700
7602	Office Equipment	16,052
7606	Computer Equipment	5,000
7701	Conferences & Staff Development	15,125
7702	Memberships & Subscriptions	24,663
7703	Employee Relations	12,600
7705	Village Training/ Tuition Reimbursement	19,633
7706	Plan Commission	500
7707	Historic Preservation Commission	10,000
7709	Board of Fire & Police Commissioners	40,500
7710	Economic Development Commission	90,000
7711	Zoning Board of Appeals	500
7725	Ceremonial Occasions	1,500
7735	Educational Training	1,250

**Corporate Fund - 10000****General Government Department - 1000 (cont)****Appropriation**

7736 Personnel	920
7737 Mileage Reimbursement	200
7749 Interest Expense	0
7795 Bank & Bond Fees	62,550
7797 Contingency for Unforeseen Expenses	200,000
7810 IRMA Premiums	29,665
7812 Self-Insured Deductible	5,000
7899 Other Insurance	400
7909 Buildings	100,500
7918 General Equipment	39,500
7919 Computer Equipment	456,000
7990 Contingency for Unforeseen Expenses	0
Total General Government Department	<u>2,751,363</u>

**Corporate Fund - 10000****Police Department - 1200****Appropriation**

7001 Salaries & Wages	2,579,234
7002 Overtime	250,000
7003 Temporary Help	130,431
7005 Longevity Pay	8,500
7008 Reimbursable Overtime	50,000
7099 Water Fund Cost Allocation	(19,773)
7101 Social Security	22,445
7102 IMRF	27,866
7105 Medicare	43,568
7106 Police Pension	597,357
7111 Employee Insurance	477,718
7299 Misc. Professional Services	7,745
7306 Building & Grounds	750
7307 Custodial	27,420
7308 Dispatch Service	300,354
7309 Data Processing	23,708
7399 Misc. Contractual Services	81,134
7401 Postage	1,000
7402 Utilities	8,200
7403 Telephone	38,000
7419 Printing & Publications	10,500
7501 Office Supplies	7,200
7503 Gasoline & Oil	41,300
7504 Uniforms	34,100
7507 Building Supplies	150
7508 Licenses	800
7509 Janitor Supplies	2,250

**Corporate Fund - 10000****Police Department - 1200 (cont)****Appropriation**

7514	Range Supplies	14,300
7515	Camera Supplies	400
7520	Computer Equipt Supplies	500
7525	Emergency Management	1,250
7530	Medical Supplies	450
7539	Software Purchases	450
7599	Misc. Supplies	22,650
7601	Buildings	18,000
7602	Office Equipment	8,069
7603	Motor Vehicles	19,000
7604	Radios	1,000
7611	Parking Meters	1,500
7618	General Equipment	1,100
7701	Conferences & Staff Development	7,450
7702	Memberships & Subscriptions	7,980
7719	HSD Sewer Use Charge	300
7735	Educational Training	22,000
7736	Personnel	1,000
7737	Mileage Reimbursement	1,100
7810	IRMA Premiums	60,199
7812	Self-Insured Deductible	40,000
7902	Motor Vehicles	70,000
7918	General Equipment	206,000
7990	Contingency for Unforeseen Expenses	262,833
	Total Police Department	<u>5,519,488</u>

**Corporate Fund - 10000****Fire Department - 1500****Appropriation**

7001	Salaries & Wages	2,408,439
7002	Overtime	205,000
7003	Temporary Help	47,110
7005	Longevity Pay	10,900
7099	Water Fund Cost Allocation	(19,773)
7101	Social Security	16,231
7102	IMRF	20,236
7105	Medicare	38,736
7107	Firefighters Pension	1,013,321
7111	Employee Insurance	391,551
7306	Building & Grounds	600
7307	Custodial	3,000
7308	Dispatch Services	234,980
7399	Misc. Contractual Services	21,420
7401	Postage	1,000
7402	Utilities	6,500

**Corporate Fund - 10000****Fire Department - 1500 (cont)****Appropriation**

7403 Telephone	16,000
7419 Printing & Publications	900
7501 Office Supplies	4,700
7503 Gasoline & Oil	10,500
7504 Uniforms	20,500
7506 Motor Vehicle Supplies	250
7507 Building Supplies	6,950
7508 Licenses	800
7510 Tools	7,500
7515 Camera Supplies	200
7520 Computer Equipment Supplies	1,000
7525 Emergency Management	2,000
7530 Medical Supplies	7,550
7531 Fire Prevention Supplies	2,200
7532 Oxygen & Air Supplies	800
7533 Hazmat Supplies	4,350
7534 Fire Suppression Supplies	4,150
7535 Fire Inspection Supplies	375
7536 Infection Control Supplies	2,035
7537 Safety Supplies	500
7539 Software Purchases	8,000
7601 Buildings	14,000
7602 Office Equipment	4,812
7603 Motor Vehicles	45,800
7604 Radios	10,000
7606 Computer Equipment	800
7618 General Equipment	11,400
7701 Conferences & Staff Development	3,800
7702 Memberships & Subscriptions	8,910
7719 HSD Sewer Use Charge	250
7729 Bond Principal Repayment	0
7735 Educational Training	22,940
7736 Personnel	700
7749 Interest Expense-Loan	0
7810 IRMA Premiums	55,497
7812 Self-Insured Deductible	18,000
7902 Motor Vehicles	40,000
7909 Buildings	50,000
7918 General Equipment	200,000
7990 Contingency for Unforeseen Expenses	249,371
Total Fire Department	<u><u>5,236,791</u></u>

**Corporate Fund - 10000****Public Services Department - 2200****Appropriation**

7001 Salaries & Wages	1,295,034
7002 Overtime	65,000
7003 Temporary Help	54,579
7005 Longevity Pay	4,100
7099 Water Fund Cost Allocation	(137,077)
7101 Social Security	86,855
7102 IMRF	122,083
7105 Medicare	20,571
7111 Employee Insurance	231,627
7202 Engineering	1,000
7299 Other Professional Services	10,500
7301 Street Sweeping	47,589
7303 Mosquito Abatement	55,496
7304 D E D Removals	74,436
7306 Building & Grounds	10,000
7307 Custodial	56,882
7310 Traffic Signals	400
7312 Landscaping	56,381
7313 Third Party Review	55,000
7319 Tree Trimming	73,906
7320 Elm Tree Fungicide Program	162,603
7399 Misc. Contractual Services	82,633
7401 Postage	1,100
7402 Utilities	151,000
7403 Telephone	8,600
7405 Dumping	18,300
7409 Equipment Rental	1,300
7411 Holiday Decorating	10,060
7419 Printing & Publishing	875
7501 Office Supplies	3,325
7503 Gasoline & Oil	17,300
7504 Uniforms	13,990
7505 Chemicals	109,018
7506 Motor Vehicle Supplies	1,300
7507 Building Supplies	3,300
7508 Licenses	189
7509 Janitor Supplies	2,900
7510 Tools	15,660
7518 Laboratory Supplies	75
7519 Trees	107,055
7530 Medical Supplies	600
7539 Software Purchases	3,000
7599 Misc. Supplies	6,950
7601 Buildings	28,300

**Corporate Fund - 10000****Public Services Department - 2200 (cont)****Appropriation**

7602	Office Equipment	4,800
7603	Motor Vehicles	31,630
7604	Radios	1,400
7605	Grounds	3,256
7615	Streets & Alleys	28,825
7618	General Equipment	1,600
7619	Traffic & Street Lights	7,000
7622	Traffic & Street Signs	37,000
7699	Misc. Repairs	500
7701	Conferences & Staff Development	1,520
7702	Dues & Subscriptions	8,515
7719	HSD Sewer Use Charge	1,500
7735	Educational Training	5,725
7736	Personnel	1,000
7810	IRMA Premium	42,882
7812	Self Insurance Deductable	40,000
7902	Motor Vehicles	230,000
7909	Buildings	321,400
7918	General Equipment	12,500
7990	Contingency for Unforeseen Expenses	185,742
	Total Public Services Department	<u>3,900,590</u>

**Corporate Fund - 10000****Community Dev. Department - 2400****Appropriation**

7001	Salaries & Wages	588,496
7002	Overtime	5,000
7003	Temporary Help	90,583
7005	Longevity Pay	1,900
7099	Water Fund Cost Allocation	(156,660)
7101	Social Security	41,188
7102	IMRF	60,406
7105	Medicare	9,947
7111	Employee Insurance	104,117
7299	Other Professional Services	30,000
7309	Data Processing	10,500
7311	Inspectors	30,250
7313	Commercial Review	10,000
7401	Postage	3,500
7403	Telephone	6,500
7419	Printing & Publishing	750
7499	Misc. Services	7,500
7501	Office Supplies	6,250
7502	Publications	1,200
7503	Gasoline & Oil	1,700
7504	Uniforms	850

**Corporate Fund - 10000****Community Dev. Department - 2400 (cont)****Appropriation**

7510	Tools	300
7599	Misc. Supplies	200
7602	Office Equipment	5,400
7603	Motor Vehicles	1,000
7701	Conferences & Staff Development	750
7702	Dues & Subscriptions	2,275
7735	Educational Training	2,500
7736	Personnel	200
7737	Mileage Reimbursement	100
7810	IRMA Premiums	7,492
7812	Self-Insured Deductible	2,500
7990	Contingency for Unforeseen Expenses	43,835
Total Community Development Department		<u>920,529</u>

**Corporate Fund - 10000****Parks & Recreation Department - 3000****Appropriation**

7001	Salaries & Wages	436,078
7002	Overtime	5,300
7003	Temporary Help	283,693
7005	Longevity Pay	1,000
7099	Water Fund Cost Allocation	(19,291)
7101	Social Security	45,016
7102	IMRF	44,352
7105	Medicare	10,528
7111	Employee Insurance	87,246
7302	Refuse Removal	12,500
7306	Buildings & Grounds	41,150
7307	Custodial	38,000
7309	Data Processing	15,680
7312	Landscaping	106,428
7314	Recreation Programs	225,250
7399	Misc. Contractual Services	19,618
7401	Postage	3,200
7402	Utilities	90,700
7403	Telephone	9,500
7406	Citizen Information	22,890
7409	Equipment Rental	6,450
7415	Employment Advertisements	200
7419	Printing & Publications	24,300
7501	Office Supplies	4,550
7503	Gasoline & Oil	7,500
7504	Uniforms	7,485

**Corporate Fund - 10000****Parks & Recreation Department - 3000 (cont)****Appropriation**

7505 Chemicals	20,350
7507 Building Supplies	3,000
7508 Licenses	3,775
7509 Janitorial Supplies	6,350
7510 Tools	1,550
7511 KLM Event Supplies	2,200
7517 Recreation Supplies	36,750
7520 Computer Equipment	0
7530 Medical Supplies	800
7537 Safety Supplies	750
7599 Misc. Supplies	50
7601 Buildings	65,250
7602 Office Equipment	3,900
7603 Motor Vehicles	1,950
7604 Radios	0
7605 Grounds	16,550
7617 Recreation Equipment	11,000
7618 General Equipment	8,640
7699 Misc. Repairs	150
7701 Conferences & Staff Development	4,900
7702 Memberships & Subscriptions	2,434
7708 Park & Recreation Commission	50
7719 Flagg Creek Sewer Charge	3,500
7735 Educational Training	2,665
7736 Personnel	510
7737 Mileage Reimbursement	650
7795 Bank & Bond Fees	11,100
7810 IRMA Premiums	25,141
7812 Self-Insured Deductible	5,000
7902 Motor Vehicles	0
7903 Playground Equipment	12,000
7908 Land & Grounds	666,734
7909 Buildings	65,000
7918 General Equipment	42,000
7990 Contingency for Unforeseen Expenses	127,701
Total Parks & Recreation Department	<u>2,681,723</u>

**Motor Fuel Tax Fund - 23000****Appropriation**

7990 Contingency for Unforeseen Expenses	0
Total	<u>0</u>

**Foreign Fire Insurance Fund - 25000**

	<b><u>Appropriation</u></b>
7504 Uniforms	5,000
7735 Educational Training	8,000
7802 Officials Bonds	600
7918 General Equipment	48,000
7990 Contingency for Unforeseen Expenses	6,160
Total	<u>67,760</u>

**Debt Service Funds - 32000**

	<b><u>Appropriation</u></b>
7729 Bond Principal Payment	1,620,000
7749 Interest Expense	1,548,833
7795 Bank & Bond Fees	2,625
7990 Contingency for Unforeseen Expenses	158,573
Total	<u>3,330,031</u>

**MIP Infrastructure Projects Fund-45300**

	<b><u>Appropriation</u></b>
7202 Engineering	503,300
7904 Sidewalks	105,000
7906 Street Improvements	4,958,200
7911 Parking Deck	7,062,100
7913 Graue Mill Improvements	0
7990 Contingency for Unforeseen Expenses	631,430
Total	<u>13,260,030</u>

**Water & Sewer Oper. Fund - 61061**

	<b><u>Appropriation</u></b>
7001 Salaries & Wages	603,057
7002 Overtime	80,000
7005 Longevity Pay	3,700
7099 Water Fund Cost Allocation	1,174,275
7101 Social Security	42,579
7102 IMRF	60,847
7105 Medicare	9,958
7111 Employee Insurance	82,155
7201 Legal Services	2,500
7202 Engineering	4,000
7299 Misc. Professional Services	11,210
7306 Buildings & Grounds	1,500
7307 Custodial Services	9,380
7309 Data Processing	11,100
7330 DWC Costs	4,360,000
7399 Misc. Contractual Services	110,833

**Water & Sewer Oper. Fund - 61061 (cont)**

	<b><u>Appropriation</u></b>
7401 Postage	14,280
7402 Utilities	56,200
7403 Telephone	31,000

7405	Dumping	18,800
7406	Citizens Information	2,300
7419	Printing & Publishing	500
7499	Misc. Services	15,218
7501	Office Supplies	600
7503	Gasoline & Oil	9,700
7504	Uniforms	4,672
7505	Chemicals	7,000
7509	Janitor Supplies	675
7510	Tools	2,940
7518	Laboratory Supplies	350
7520	Computer Equipment Supplies	100
7530	Medical Supplies	550
7599	Misc. Supplies	850
7601	Buildings	15,380
7602	Office Equipment	450
7603	Motor Vehicles	7,181
7604	Radios	500
7608	Sewers	5,191
7609	Water Mains	72,259
7614	Catchbasins	4,612
7618	General Equipment	7,400
7699	Miscellaneous Repairs	1,500
7701	Conferences & Staff Development	1,500
7702	Memberships & Subscriptions	8,010
7713	Utility Tax	411,000
7719	HSD Sewer Use Charge	1,000
7735	Educational Training	765
7736	Personnel	192
7748	Loan Principal	184,589
7749	Interest Expense	34,011
7810	IRMA Premiums	111,478
7812	Self-Insured Deductibles	2,500
7902	Motor Vehicles	350,000
7910	Water Meters	0
7912	Fire Hydrants	25,000
7918	General Equipment	0
7990	Contingency for Unforeseen Expenses	398,867
	Total	<u>8,376,214</u>

**Water & Sewer Capital Fund - 61062**

7905	Sewers	2,625,000
7907	Water Mains	1,206,500
7990	Contingency for Unforeseen Expenses	191,575
	Total	<u>4,023,075</u>

**Water & Sewer Debt Service Fund - 61064 & 61065**

	<b><u>Appropriation</u></b>
7729 Bond Principal Payment	600,000
7749 Interest Expense	62,738
7795 Bank & Bond Fees	875
7990 Contingency for Unforeseen Expenses	33,181
Total	<u>696,794</u>

**Police Pension Fund - 71100**

	<b><u>Appropriation</u></b>
7011 Pension Payments	1,979,126
7012 Disability Payments	122,223
7201 Legal Expenses	10,000
7299 Misc. Professional Services	158,200
7702 Memberships & Subscriptions	795
7735 Educational Training	3,500
7795 Bank & Bond Fees	1,000
7799 Miscellaneous Expenses	6,025
7990 Contingency for Unforeseen Expenses	228,087
Total	<u>2,508,956</u>

**Firefighters' Pension Fund - 71200**

	<b><u>Appropriation</u></b>
7011 Pension Payments	1,523,620
7012 Disability Payments	282,311
7201 Legal Expenses	10,000
7299 Misc. Professional Services	61,150
7702 Memberships & Subscriptions	795
7735 Educational Training	2,500
7795 Bank & Bond Fees	1,000
7990 Contingency for Unforeseen Expenses	188,138
Total	<u>2,069,514</u>

**Library Capital Projects Fund - 95000**

	<b><u>Appropriation</u></b>
7729 Bond Principal Payment	0
7748 Loan Principal	0
7749 Interest Expense	0
7909 Buildings	145,000
7990 Contingency for Unforeseen Expenses	100,000
Total	<u>245,000</u>

**Library Operations Fund - 99000****Appropriation**

7001	Salaries & Wages	1,485,885
7002	Overtime	400
7003	Temporary Help	2,000
7101	Social Security Expense	92,868
7102	IMRF	143,500
7105	Medicare Expense	21,545
7111	Employee Insurance	170,000
7114	Conferences & Staff Development	25,000
7115	Staff Recognition	3,000
7121	Marketing-Printing	36,000
7125	Library Programs - Youth	22,000
7126	Library Programs - Adult	8,000
7127	Books - Youth & YA	66,000
7128	Adult Materials - Books/Audio/Video	181,000
7130	Periodicals	17,000
7134	E-Books	58,000
7135	Technical Services - Cards/Bindery	15,000
7144	Software Purchases	32,000
7146	Computer Support - Maintenance	76,000
7161	Custodial	30,000
7163	Utilities	13,000
7165	Janitorial - Maintenance Supplies	6,000
7167	Maintenance Contracts	7,500
7169	Misc. Repairs - Improvements	37,000
7181	Legal Expenses	5,500
7182	Planning Services	5,000
7183	Misc. Contractual Services	14,000
7184	Postage	1,000
7185	Telephone	7,000
7186	Accounting	60,000
7187	Misc. Services	1,400
7188	Office Supplies	12,000
7189	Copier Supplies	1,300
7191	Office Equip Maintenance	2,750
7192	Memberships & Subscriptions	3,000
7193	Special - Ceremonial Events	5,000
7194	HPL Foundation	0
7195	Helen O'Neill Scholarship	500
7196	Library Development	0
7197	Friends Pledges Exp	50,000
7198	Grant Expenses	0
7199	Misc Expense	1,000
7295	Myrtle Bequest	20,000
7297	Donations Expenses	50,000

**Library Operations Fund - 99000**

	<b><u>Appropriation</u></b>
7298 Foundation Expenses	15,000
7795 Credit Card/Bank Fees	600
7803 Liability Insurance	0
7810 IRMA Premiums	36,200
7812 IRMA Deductible	10,000
7909 Art Acquisitions	5,000
9032 Transfer-Debt Service	241,112
9095 Transfer-Capital Reserve	145,000
7900 Contingency for Unforeseen Expenses	324,106
Total	<u>3,565,166</u>

**All Funds Summary**

	<b><u>Appropriation</u></b>
Corporate Fund - 10000	
Departments - 1000 thru 4000	21,010,484
Motor Fuel Tax Fund - 23000	0
Foreign Fire Insurance Fund - 25000	67,760
Debt Service Funds - 37000	3,330,031
MIP Infrastructure Project Fund - 45300	13,260,030
Water & Sewer Operations Fund - 61061	8,376,214
Water & Sewer Capital Fund - 61062	4,023,075
Water & Sewer Debt Service Fund - 61063	696,794
Police Pension Fund - 71100	2,508,956
Firefighters' Pension Fund - 71200	2,069,514
Library Funds - 95000 & 99000	3,810,166
Total All Funds	<u>59,153,024</u>

Section 3. Unexpended Prior Appropriations. Any sum of money heretofore appropriated for any object or purpose and not expended that is now in the Treasury of the Village of Hinsdale or that may hereafter come into the Treasury of the Village of Hinsdale is hereby re-appropriated by this Annual Appropriation Ordinance for such object or purpose.

Section 4. Allotment of Funds. Any funds derived from sources other than the 2018 tax levy and other than revenue pledged for specific purposes may be allotted by the Village President and Board of Trustees to such appropriations and in such amounts, respectively, as the Board of Trustees may determine, within the limits of said appropriations, respectively, insofar as the doing of same does not conflict with law.

Section 5. Repealer. All ordinances or parts of ordinances inconsistent with the provisions of this Annual Appropriation Ordinance shall be, and they are hereby, repealed.

Section 6. Effective Date. This Annual Appropriation Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law.

PASSED this 16<sup>th</sup> day of July 2019.

AYES:

NAYS:

ABSENT:

APPROVED this 16<sup>th</sup> day of July 2019.

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Thomas Cauley, Village President

ATTEST:

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Christine Bruton, Village Clerk

REQUEST FOR BOARD ACTION  
Finance

AGENDA SECTION: First Reading – ACA

SUBJECT: Agreement with Avolin, LLC

MEETING DATE: June 11, 2019

FROM: Darrell Langlois, Finance Director

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**Recommended Motion**

Move to approve an agreement with Avolin, LLC for software hosting and maintenance on the Village's financial accounting applications in the amount of \$84,405.36.

**Background**

For over 25 years the Village has used the "4gov" financial software package that was initially developed by Information Development Consultants (IDC) of Chicago. In 2010, IDC was acquired by CDC Cloud; in 2013, CDC Cloud was acquired by Aptean, Inc; and now in 2018, Aptean, Inc was acquired by Avolin, LLC. The Village's current contractual relationship is based on our agreement with CDC from 2011 and amendments to this agreement with Aptean from 2014 and 2017. The Aptean amendments, which essentially updated pricing and contract term, expires on June 30, 2019. These agreements provide for support and maintenance for the various financial modules of the current ERP system (accounting, payroll, utility billing, Cyberquery, etc.), software improvements as the applications evolve, and offsite hosting of both the software applications and data. The bundled fee for these services is currently \$80,387.39 per year.

**Discussion & Recommendation**

Attached is a quote from Avolin, LLC that would extend the current application service agreement with Aptean/CDC/Avolin for an additional year. This quote provides for bundled software maintenance and hosting at an annual rate of \$84,405.36 through June 30, 2020, which is an increase of 5.0% from the current amount. Although this increase is slightly below the 6% maximum increase allowed by the most recent amendment, I did attempt to negotiate the increase amount downward. Avolin would only consider lowering the increase amount if the Village were to agree to an agreement for more than a one year term-this is not recommended due to the ERP project, as we will likely to be in a position to negotiate the fee amount downward next year as we expect several applications to be "live" with the Munis software at that time. Consistent with our prior agreement, the contract does allow for a renewal next year at a rate to be determined, but any increase is limited to 6%.

**Budget Impact**

Sufficient funds are included in the FY 2019-20 Budget in Account 1020-7309 to fund this expense.

**Village Board and/or Committee Action**

**Documents Attached**

1. Quote and Master Agreement from Avolin, LLC

# Avolin

# Quote

Prepared Date  
Quote#

4/25/2019  
6888

## Service Provider

Avolin, LLC  
401 Congress Ave.  
Ste 2650,  
Austin TX 78701-3708  
United States

Quote Expires  
Billing Schedule  
Payment Terms  
Term Start Date  
Term End Date

6/30/2019  
\*Monthly, Due at the start of each month  
Net 30  
7/1/2019  
6/30/2020

## Customer

Village of Hinsdale, Illinois

## Bill To

Village of Hinsdale, Illinois  
19 East Chicago Avenue  
HINSDALE IL  
United States

## End User

Village of Hinsdale, Illinois

## Ship To

Village of Hinsdale, Illinois  
19 East Chicago Avenue  
HINSDALE IL  
United States

Item	Qty	Item Description
gomembers-RM-VS-GOM-CPP1	1	Renewal Maintenance: CAPPS - Purchasing/Accounts Payable
gomembers-RM-VS-GOM-RPU1	1	Renewal Maintenance: Requisitioning
gomembers-RM-VS-GOM-BPPI	1	Renewal Maintenance: Budget Preparation - Per User
gomembers-RM-VS-GOM-CRP1	1	Renewal Maintenance: Cash Receipts - Per User
gomembers-RM-VS-GOM-4UB-OPP	1	Renewal Maintenance: 4gov - Utility Billing - Premise
gomembers-RM-VS-GOM-PPU1	1	Renewal Maintenance: Payroll/Personnel - Per User
gomembers-RM-VS-GOM-DAM1	1	Renewal Maintenance: DiLOG Accountiing - Management Accounting - Per User
gomembers-RM-VS-GOM-DAF1	1	Renewal Maintenance: DiLOG Accounting - Financial Accounting - Per User
gomembers-RM-VS-GOM-CNA1	1	Renewal Maintenance: Central Name and Address - Per User
gomembers-SW-VS-GOM-4BF-SAS	15	4gov - Basic Financial Suite - SaaS
gomembers-RM-VS-GOM-CRW1	1	Renewal Maintenance: CyberQuery Report Writer - Runtime licenses, per user

**Total Fees Due \$84,405.36**

## Special Terms

This Quote is governed by the terms and conditions previously agreed Application Service Agreement executed 7/12/2011 and all amendments and addenda thereto (the "Master Agreement").

The parties agree as follows:

- Customer agrees to pay the Total Fees Due in accordance with the Billing Schedule and Payment Terms indicated above. Invoices will be sent by electronic delivery unless Customer requests otherwise; in which case, additional fees will apply. Customer's obligations may not be canceled prior to expiration of the Term.

# Avolin

# Quote

Prepared Date  
Quote#

4/25/2019  
6888

2. The provisions of this Quote and the Master Agreement constitute the entire agreement between the parties regarding the subject matter hereof and supersede all proposals, prior agreements, oral or written, and all other communications with respect thereto. No terms and conditions on any purchase order or other document exchanged by the parties will be deemed to modify or amend this Quote and the Master Agreement.
3. SUBJECT TO EARLY TERMINATION IN ACCORDANCE WITH THE MASTER AGREEMENT, ANY RENEWED TERM PERIOD SHALL CAP INCREASED RATES AT NOT MORE THAN SIX PERCENT (6%) OF THE RATES CHARGED IN THE YEAR IMMEDIATELY PRECEDING THE RENEWED TERM, UNLESS CUSTOMER ENTERS INTO A 3 YEAR LONG TERM COMMITMENT IN WHICH CASE THE RATE INCREASE SHALL NOT EXCEED FIVE PERCENT (5%) OF THE LAST YEAR PRIOR TO EXECUTION OF THE LONG TERM COMMITMENT.
4. At the direction and sole discretion of Service Provider, affiliates of Service Provider (the "Affiliates") may perform certain tasks related to Service Provider's obligations and rights under this Quote and the Master Agreement, including, but not limited to, invoicing, payment, technical support, project management and/or sales support. Customer hereby consents to the Affiliates' role. Customer further agrees and acknowledges that Service Provider and Customer are the only parties to this Quote and the Master Agreement, and that any action taken by Affiliates in connection with the performance of Service Provider's obligations under this Quote and the Master Agreement will not give rise to any cause of action against the Affiliates, regardless of the theory of recovery.
5. The Customer will pay all import duties, levies or imposts, and all goods and services sales, use, value added or property taxes of any nature, assessed upon or with respect to the Agreement(s). If the Customer is required by law to make any deduction or to withhold from any sum payable to the Service Provider by the Customer hereunder, then the sum payable by the Customer upon which the deduction or withholding is based shall be increased to the extent necessary to ensure that, after such deduction or withholding, the Service Provider receives and retains, free from liability for such deduction or withholding, a net amount equal to the amount the Service Provider would have received and retained in the absence of such required deduction or withholding. If the Customer is required by law to make any such deduction or withholding, the Customer shall promptly effect payment thereof to the applicable tax authorities. The Customer shall also promptly provide the Service Provider with official tax receipts or other evidence issued by the applicable tax authorities sufficient to enable the Service Provider to support a claim (if applicable) for income tax credits in the Service Provider's applicable taxable country.
6. This Quote may be executed in counterparts, each of which will be deemed an original but all of which together constitute one and the same instrument. An electronic signature of such will constitute execution by such signatory.

BY AFFIXING THE SIGNATURE OF THE AUTHORIZED REPRESENTATIVE OF CUSTOMER TO THIS QUOTE, BY HAND OR ELECTRONICALLY, CUSTOMER IS AGREEING TO BE BOUND BY THE TERMS OF THIS QUOTE AND THE MASTER AGREEMENT.

For Customer:

CUSTOMER SIGNATURE

For Service Provider:

SERVICE PROVIDER SIGNATURE

Does your company require a PO number indicated on the invoice?

NO. PO IS NOT REQUIRED

YES. PO IS REQUIRED. PO NUMBER (If PO is not yet available, please type "TO FOLLOW"):

If PO is already available, please attach the PO here:

Is the bill to address above correct or not?

YES

NO, Indicate the complete address:

# Avolin

# Quote

Prepared Date  
Quote#

4/25/2019  
6888

Is the ship to address above correct or not?

YES

NO, Indicate the complete address:

Please provide the email address of the contact who needs to receive the invoice:

Please provide the email address of the accounts payable contact for Invoice Status Inquiry:

**AMENDMENT TO AGREEMENT  
BETWEEN  
Village of Hinsdale, Illinois ("Customer")  
AND**

**Aptean, Inc. ("Aptean").**

This Amendment (this "Amendment") amends that certain Application Service Agreement, between Customer and Aptean with an effective date of July 12, 2011 (including all prior addenda and amendments thereto, collectively, the "Agreement"). In case of any conflict between the Agreement and this Amendment, the terms and conditions of this Amendment shall control. Except as otherwise modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. In consideration of Customer's non-cancelable commitment to renew the applicable license term, maintenance term and/or hosting term for the Software (each a "Term"), as indicated below, commencing on July 1, 2017 (the "CommencementDate") through the period ending June 30, 2019 (the "Expiration Date," and such period, the "Commitment Period"), Customer's annual fees for such Software shall be as follows:

Fees for Subscription and Term Model	
<u>Subscription / License Term</u>	<u>Annual Fees</u>
Fees for Perpetual Model	
<u>Maintenance Term</u>	<u>Annual Fees</u>
July 1, 2017 through June 30, 2018	\$77,668.98 ("Annual Period One")
July 1, 2018 through June 30, 2019	\$80,387.39 ("Annual Period Two")
<u>Subscription / License Software Product</u>	<u>Quantity</u>
<u>Software Product Receiving Maintenance</u>	<u>Quantity</u>
4gov - Basic Financial Suite - SaaS	15
4gov - Utility Billing - SaaS	1
Budget Preparation - Per User	1
CAPPS - Purchasing/Accounts Payable	1
Cash Receipts - Per User	1
Central Name and Address - Per User	1
CyberQuery Report Writer - Runtime licenses, per user	1
DILOG Accounting - Management Accounting - Per User	1
DILOG Accounting - Financial Accounting - Per User	1
Payroll/Personnell - Per User	1
Requisitioning	1

All fees specified in this Section 1 are in USD and do not include any applicable sales tax.

2. Customer understands that, if a software product is not listed above, then any such non-listed software is neither subject to nor included in the amounts listed in Section 1 above, and additional maintenance fees shall apply for any such non-listed software.
3. The parties agree that the discounted fees specified above are offered by Aptean solely in reliance upon Customer's commitment to renew the Term for the Commitment Period. In the event Customer cancels the Term at any time prior to the Expiration Date, Customer agrees to immediately pay the outstanding annual fees that Aptean would have received for the Commitment Period, less any amounts previously paid by Customer under

this Amendment. The parties agree that such payment is to be considered liquidated damages, and not a penalty, and the parties agree that such amount is a fair and reasonable estimation of Aptean's damages in the event Customer breaches Customer's obligation to maintain services until the Expiration Date.

4. If Customer elects to renew maintenance services beyond the Commitment Period, then beginning with the first annual maintenance period immediately following the Expiration Date, the annual maintenance fee for the above-specified Software shall not increase by more than six percent (6%) over the immediately preceding year's annual maintenance fee.
5. Payment of the annual maintenance fee for Annual Period One is due and payable at least fifteen (15) days prior to the Commencement Date, or as otherwise stated in the Customer Order Form. In the event this Amendment is signed less than fifteen (15) days from the Commencement Date, payment of the annual fee for Annual Period One is due and payable within fifteen (15) days of the Effective Date (as defined below). Payment of the remaining annual maintenance fees will be made according to the terms set forth in the Agreement.
6. The terms and conditions stated herein are expressly contingent upon Customer's execution of this Amendment by July 28, 2017.

IN WITNESS HEREOF, each party has executed this Amendment effective as of the last date entered in the signature blocks below (the "Effective Date") and represents and warrants to the other that its execution has been duly authorized.

Village of Hinsdale, Illinois

Aptean, Inc.

By: \_\_\_\_\_  
Authorized Signature

By: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Date:

**MAINTENANCE RENEWAL QUOTE**  
**2017-82746**

This quote to renew Maintenance Services ("Renewal Quote") is entered into and made effective as of March 1, 2017 ("Effective Date"), by and between Village of Hinsdale, Illinois ("Customer") with an address for purposes of this Renewal Quote at 19 East Chicago Avenue, HINSDALE, IL 60521-3489 and Aptean, Inc. ("Aptean") with an address for purposes of this Renewal Quote at 4325 Alexander Drive, Suite 100, Alpharetta, GA 30022 .

**CUSTOMER CONTACT INFORMATION:**

Village of Hinsdale, Illinois  
 Accounts Payable  
 19 East Chicago Avenue  
 HINSDALE, IL 60521-3489  
 United States

Renewal Contact: Jennifer Courtney

To add additional products and services please contact your Account Executive: Chris O'Meara

**QUOTE INFORMATION**

Payment Terms : Net 30

M&S Billing Frequency : Annually

Product	Term Start Date	Term End Date
4gov - Basic Financial Suite - SaaS	Jul 1, 2017	Jun 30, 2018
4gov - Utility Billing - SaaS	Jul 1, 2017	Jun 30, 2018
Budget Preparation	Jul 1, 2017	Jun 30, 2018
CAPPS - Purchasing/Accounts Payable	Jul 1, 2017	Jun 30, 2018
Cash Receipts	Jul 1, 2017	Jun 30, 2018
Central Name and Address	Jul 1, 2017	Jun 30, 2018
CyberQuery Report Writer - Runtime licenses	Jul 1, 2017	Jun 30, 2018
DiLOG Accounting - Management Accounting	Jul 1, 2017	Jun 30, 2018
DiLOG Accounting - Financial Accounting	Jul 1, 2017	Jun 30, 2018
Payroll/Personnell	Jul 1, 2017	Jun 30, 2018
Requisitioning	Jul 1, 2017	Jun 30, 2018
<b>Net Total</b>		<b>USD 77,668.98</b>

**NOTES:**

1. Total fee listed is exclusive of taxes. Customer's final invoice amount may be higher than the total stated above.
2. Aptean has a NO REFUND policy.
3. DO NOT PAY FROM THIS QUOTATION.

Please select the applicable option:

- ☐ Purchase Order ("PO") is required - PO # is \_\_\_\_\_.  
Please note that this Renewal Quote cannot be processed by Aptean until we have received a PO number, or confirmation that the Customer does not require a PO number.
- ☐ PO is not required to be invoiced.

Signature on this Renewal Quote or a PO must be received for invoicing.

By Customer's execution of this Renewal Quote or a PO reflecting the same, Customer acknowledges and agrees to pay Aptean the amount stated herein upon receipt of invoice according to the payment terms set forth herein.

IN WITNESS HEREOF, signatory has executed this Renewal Quote and represents and warrants to Aptean that its execution has been duly authorized.

Authorized Customer Signature : \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Please email your PO or signed Renewal Quote to [Aptean-RenewalsNA@aptean.com](mailto:Aptean-RenewalsNA@aptean.com).

Thank you for your business!

AMENDMENT TO AGREEMENT  
BETWEEN  
Village of Hinsdale, Illinois ("Customer")  
AND

Aptean, Inc. ("Aptean")

This Amendment (this "Amendment") amends that certain Application Service Agreement, between Customer and Aptean with an effective date of July 12, 2011 (including all prior addenda and amendments thereto, collectively, the "Agreement"). In case of any conflict between the Agreement and this Amendment, the terms and conditions of this Amendment shall control. Except as otherwise modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. In consideration of Customer's non-cancelable commitment to renew the applicable license term, maintenance term and/or hosting term for the Software (each a "Term"), as indicated below, commencing on July 1, 2017 (the "Commencement Date") through the period ending June 30, 2019 (the "Expiration Date," and such period, the "Commitment Period"), Customer's annual fees for such Software shall be as follows:

Fees for Subscription and Term Model	
Subscription / License Term	Annual Fees
Fees for Perpetual Model	
Maintenance Term	Annual Fees
July 1, 2017 through June 30, 2018	\$77,668.98 ("Annual Period One")
July 1, 2018 through June 30, 2019	\$80,387.39 ("Annual Period Two")
Subscription / License Software Product	Quantity
Software Product Receiving Maintenance	Quantity
4gov - Basic Financial Suite - SaaS	15
4gov - Utility Billing - SaaS	1
Budget Preparation - Per User	1
CAPPS - Purchasing/Accounts Payable	1
Cash Receipts - Per User	1
Central Name and Address - Per User	1
CyberQuery Report Writer - Runtime licenses, per user	1
DiLOG Accounting - Management Accounting - Per User	1
DiLOG Accounting - Financial Accounting - Per User	1
Payroll/Personnel - Per User	1
Requisitioning	1

All fees specified in this Section 1 are in USD and do not include any applicable sales tax.

2. Customer understands that, if a software product is not listed above, then any such non-listed software is neither subject to nor included in the amounts listed in Section 1 above, and additional maintenance fees shall apply for any such non-listed software.
3. The parties agree that the discounted fees specified above are offered by Aptean solely in reliance upon Customer's commitment to renew the Term for the Commitment Period. In the event Customer cancels the Term at any time prior to the Expiration Date, Customer agrees to immediately pay the outstanding annual fees that Aptean would have received for the Commitment Period, less any amounts previously paid by Customer under

this Amendment. The parties agree that such payment is to be considered liquidated damages, and not a penalty, and the parties agree that such amount is a fair and reasonable estimation of Aptean's damages in the event Customer breaches Customer's obligation to maintain services until the Expiration Date.

4. If Customer elects to renew maintenance services beyond the Commitment Period, then beginning with the first annual maintenance period immediately following the Expiration Date, the annual maintenance fee for the above-specified Software shall not increase by more than six percent (6%) over the immediately preceding year's annual maintenance fee.
5. Payment of the annual maintenance fee for Annual Period One is due and payable at least fifteen (15) days prior to the Commencement Date, or as otherwise stated in the Customer Order Form. In the event this Amendment is signed less than fifteen (15) days from the Commencement Date, payment of the annual fee for Annual Period One is due and payable within fifteen (15) days of the Effective Date (as defined below). Payment of the remaining annual maintenance fees will be made according to the terms set forth in the Agreement.
6. The terms and conditions stated herein are expressly contingent upon Customer's execution of this Amendment by July 28, 2017.

IN WITNESS HEREOF, each party has executed this Amendment effective as of the last date entered in the signature blocks below (the "Effective Date") and represents and warrants to the other that its execution has been duly authorized.

Village of Hinsdale, Illinois  
DocuSigned by:  
By: Darrell Langlois  
Authorized Signature

Printed Name

Finance Director/Assistant Village Manager

Title:

7/18/2017

Date:

Aptean, Inc.  
DocuSigned by:  
By: Neil Goldstein  
Authorized Signature

Printed Name

Senior Legal Counsel

Title:

7/18/2017

Date:

**AMENDMENT TO APPLICATION SERVICE AGREEMENT  
BETWEEN  
VILLAGE OF HINSDALE, ILLINOIS ("Customer")  
AND  
APTEAN, INC., SUCCESSOR-IN-INTEREST TO CDC CLOUD, INC. ("Aptean")**

This Amendment (this "Amendment") amends that certain Application Service Agreement, which includes any exhibits and schedules attached thereto, between Customer and Aptean executed by the Customer on July 12, 2011 (the "Agreement"). In case of any conflict between the Agreement and this Amendment, the terms and conditions of this Amendment shall control. Except as otherwise modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. In consideration of Customer's non-cancelable commitment to renew the Agreement for the Software listed in Section 2 below through the period ending June 30, 2017, Customer's annual subscription fee for such software shall be as follows:

<u>Subscription Period</u>	<u>Annual Subscription Fee</u>
07/01/14 through 06/30/15	\$70,734.74 ("Annual Period One")
07/01/15 through 06/30/16	\$72,856.78 ("Annual Period Two")
07/01/16 through 06/30/17	\$75,042.48 ("Annual Period Three")

All fees specified in this Section 1 are in US Dollars and do not include applicable sales tax.

2. The Software covered by the three (3) year commitment period specified in Section 1 above is:

<u>Software Product</u>	<u>Quantity</u>
4gov - Basic Financial Suite - SaaS (SW-VS-GOM-4BF-SAS)	15
CyberQuery Report Writer - Runtime licenses, per user (SW-VS-GOM-CRW1)	1
CAPPS - Purchasing/Accounts Payable (SW-VS-GOM-CPPI)	1
Requisitioning (SW-VS-GOM-RPU1)	1
Budget Preparation - Per User (SW-VS-GOM-BPPI)	1
Cash Receipts - Per User (SW-VS-GOM-CRP1)	1
4gov - Utility Billing - SaaS (SW-VS-GOM-4UB-SAS)	1
Payroll/Personnel - Per User (SW-VS-GOM-PPU1)	1
DiLOG Accounting - Management Accounting - Per User (SW-VS-GOM-DAM1)	1
DiLOG Accounting - Financial Accounting - Per User (SW-VS-GOM-DAF1)	1
Central Name and Address - Per User (SW-VS-GOM-CNA1)	1

Customer understands that, if a Software product is not listed above, then any such non-listed Software is not subject to, nor included in, the amounts listed in Section 1, and additional subscription fees shall apply for any such non-listed Software.

3. The parties agree that the discounted fees specified above are offered by Aptean solely in reliance upon Customer's commitment to renew the Agreement through the period ending 06/30/17. In the event Customer terminates the Agreement at any time prior to 06/30/17, for reasons other than an uncured material breach of the Agreement by Aptean, Customer agrees to immediately pay the outstanding annual subscription fees that Aptean would have received for the three (3) year commitment period commencing on 07/01/14 and ending on 06/30/17, less any amounts previously paid by Customer for the aforementioned period. The parties agree that this payment is to be considered liquidated damages, and not a penalty, and the parties agree that this amount is a fair and reasonable estimation of Aptean's damages in the event Customer breaches Customer's obligation to subscribe to services through 06/30/17.
4. Following the conclusion of the three (3) year commitment period specified in Sections 1 and 2 of this Amendment, the Agreement will no longer renew automatically as set forth in Section 4.1 of the Agreement. Instead, if Customer elects to renew the Agreement, as amended herein, and the related subscription services, beyond the three (3) year commitment period, it may do so on an annual basis with the written consent of both parties. Beginning with the fourth year the annual subscription fee for the above-specified Software shall not increase by more than five percent (5%) over the preceding year's subscription fee.
5. Payment of the annual subscription fees will be made according to the terms set forth in the Agreement, or any amendment modifying such.
6. The terms and conditions stated herein are expressly contingent upon Customer's execution of this Amendment by 07/31/14.

IN WITNESS HEREOF, each party has executed this Amendment effective as of the last date entered in the signature blocks below (the "Effective Date") and represents and warrants to the other that its execution has been duly authorized.

VILLAGE OF HINSDALE, ILLINOIS

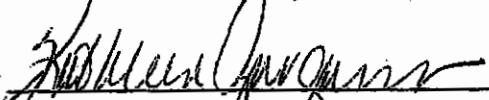
APTEAN, INC.

By

Name Printed

Title

Date

  
Kathleen Gargano  
Village Manager  
July 23, 2014

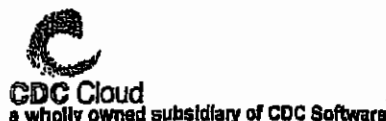
By

Name Printed

Title

Date

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## APPLICATION SERVICE AGREEMENT (ASA)

This APPLICATION SERVICE AGREEMENT ("Agreement") is made by and between CDC Cloud, Inc., a wholly owned subsidiary of CDC Software and hereinafter referred to as "CDC", a Delaware corporation with its principal place of business at Two Summit Blvd, Suite 700, Atlanta, GA 30319, and Village of Hinsdale, Illinois ("Customer"), with its principal place of business at 19 East Chicago Avenue, Hinsdale, IL 60521. The Effective Date of this Agreement shall be the date of Customer's signature in the signature block below.

WHEREAS, CDC provides 4gov® financial resource management and citizen services ("Services"), and selected other third party software products, from its hosted site ("Site") on the World Wide Web portion of the Internet ("Web"); and

WHEREAS, Customer desires to engage CDC, and CDC desires to be engaged by Customer, to provide the Services on the terms and subject to the conditions set forth below.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, CDC and Customer hereby agree as follows:

### 1. CDC Undertaking

#### 1.1 CDC Services

CDC Agrees to provide the Services pursuant to the terms and conditions of this Agreement and the Software Hosting and Support Schedule attached hereto as Exhibit A.

#### 1.2 Availability of the Services

The Services shall be accessible to Customer via the Site twenty-four hours per day, seven days per week, except for scheduled maintenance and required repairs, and except for any loss or interruption of Services due to causes beyond the control of CDC. In the event of a loss or interruption of Services exceeding a total of four hours in any week, other than as a result of the maintenance activities described in Section 1.4, below, a pro rata portion of Fees (as hereinafter defined) for the period of the downtime and the applicable monthly invoice will be adjusted accordingly. For the purposes of this Agreement, a week shall be considered to run from Sunday to Saturday. Customer's Internet server shall be deemed to be not available for purposes of this Section 1.3, if CDC's standard hardware, software, or operating system is functioning in a manner that prevents http, ftp, or access to the Internet server or the Software ("Unavailability"). For purposes of this Section 1.3, Unavailability shall not be deemed to occur hereunder as a result of Customer action or inaction, including, but not limited to, Customer utilization or Customer owned, non-standard, or unsupported software installed by CDC at the Customer's request.

#### 1.3 Maintenance

CDC designates time periods ("Scheduled Maintenance Times") during which it may limit or suspend the availability of the hardware and/or software involved in providing its Services and products (an "Outage") to perform necessary maintenance or upgrades or selected backups of the data. Scheduled Maintenance Times currently are each Tuesday and Thursday between the hours of 2 a.m. and 6 a.m. Central Standard Times (CST) and the third Sunday of each month between the hours of 12 a.m. and 8 a.m. CST. If planned maintenance has the possibility of making the server or servers, as the case may be, utilized by Customer

inaccessible to the Internet during a Scheduled Maintenance Time, CDC will provide not less than twenty-four hours' electronic mail or other notice to Customer of the Scheduled Maintenance Times during which the Outage is planned. In addition, CDC reserves the right to perform any immediately required maintenance work outside of the Scheduled Maintenance Times with prior notice to Customer.

#### 1.4 Customer Support Services

CDC shall provide Customer with standard support services as described in Exhibit B attached hereto. Customer will identify two points of contact to manage the support interaction between CDC and Customer. These individuals must have full security authorizations in the use of the software to permit complete support and be fully trained in the use of the software.

Technical Support for Hardware is available 24 hours a day at the telephone number 1-800-632-8634 x 2074. This is for access problems as they relate to the Internet Usage of the CDC site.

Customer Support is available 6 days per week and 8 hours per day through an e-mail support line, as well as a telephone support line. This is for questions related to the usage of the software products. The coverage extends from 8:30 a.m. to 6:30 p.m. EST, with CDC responses within two business hours. Holidays are exempted from coverage.

#### 1.5 Customer Data

Customer's data for the applications as shown on Exhibit A will be maintained on server(s) at CDC's Site, and CDC will provide these standard backup services: Daily backup of changed Customer data files (the most recent four copies of a changed data file are kept, and with each subsequent change to a data file, the oldest copy is discarded); Storage of backup tapes on Site for a period of 30 days; and Up to three data file restoration operations per month (additional data file restore operations are available for an additional charge). At the option of the Customer, and for an additional fee, CDC shall provide the Customer with a back-up copy of any Customer data maintained at CDC's Site, provided the Customer has paid all current and past due fees.

### 2. Customer Undertakings

#### 2.1 Fees Payable to CDC

In consideration of the obligations undertaken by CDC hereunder, Customer shall pay to CDC the fees for the Initial Installation Services according to the Price set forth in Exhibit A and the Total Monthly Recurring Charges ("Service Fees") for Application Software, and Support Services, as described in Exhibit A.

#### 2.2 Payment Terms

CDC will invoice Customer and Customer will pay for the Initial Installation as such services are rendered and products are ordered by CDC on Customer's behalf. CDC will invoice Customer and Customer will pay for the first month's service fees on the first day of Service, which shall be on or about July 10, 2011. Thereafter, CDC will invoice Customer on the 15<sup>th</sup> day of the month for the next month's use as well as adjustments for any additions or custom work performed during the prior month. Payment of all fees will be by check due on the 1<sup>st</sup> day of the month, or by automatic debit of the Customer's designated U.S. bank account in

U.S. dollars on a date chosen by the Customer, which shall be on or before the 5<sup>th</sup> day of the month and shall be listed in Exhibit A. All past due amounts are subject to a late charge equal to the lower of the highest lawful rate or 1.5% per month. In addition, the parties hereby agree that failure of Customer to fully pay any Fees within 20 days after the applicable due date may be deemed a material breach of this Agreement, justifying suspension of the performance of Services by CDC, and will be sufficient cause for immediate termination of this Agreement by CDC. Any such suspension does not relieve Customer from paying past due Fees, plus interest, and in the event of collection enforcement, Customer shall be liable for any costs associated with such collection, including, without limitation, legal costs, attorneys' fees, court costs and collection agency fees.

### 2.3 Taxes

Customer shall pay or reimburse CDC for all sales, use, transfer, privilege, excise, and all other taxes and all duties, whether international, national, state, or local, however designated, which are levied or imposed by reason of the performance by CDC under this Agreement; excluding, however, (a) income tax on profits which may be levied against CDC, and (b) taxes for which Customer provides CDC with a valid tax exemption certificate.

## 3. Restrictions on Use

### 3.1 Terms of Use

Customer agrees to use the Software and Services only for Customer's own business. Customer will be responsible for assigning, maintaining, and monitoring the use and password authorization of the software and data files to staff, officers, auditors, and other authorized contractors.

Customer shall not (i) permit any other agencies, affiliated entities or third parties, other than contractors or subcontractors for which customer licenses have been paid, to use the Software or Services, (ii) use the Software or Services for any other party's financial management resource services, or (iii) use the Software or Services in the operation of a service bureau without the express written permission of CDC.

#### 3.1.1 Modifications, Reverse-Engineering

Customer agrees that only CDC shall have the right to change, maintain, delete, enhance or otherwise modify the Software. Customer shall not disassemble, decompile or reverse-engineer the Software's computer programs.

### 3.2 Specific Prohibitions

Without limitation, the Customer agrees that it and its users of the system will not use the Services or the hosted Site to:

- a) upload, store, post, email or otherwise transmit, distribute, publish or disseminate any information that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, or libelous, or promotes such activity;
- b) upload, store, post, link to, email or otherwise transmit, distribute, publish or disseminate any site information, content or other information or material that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party or otherwise violates the legal rights (such as rights of privacy and publicity) of others, violates any contractual or fiduciary relationships or is otherwise objectionable;
- c) upload, store, post, link to, email or otherwise transmit, distribute, publish or disseminate any material that contains software viruses, trojan horses, worms, time bombs, cancelbots or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or circumvent any "copy-protected" devices, or any other harmful or disruptive

program, or any cracks, hacks, associated utilities or other privacy related information.

d) Violate (intentionally or unintentionally) any applicable local, state, national or international law or regulation, including, but not limited to, laws regarding the transmission through the Services of technical data or software exported from the United States and/or the country(ies) in which the Customer and/or its users reside, and all local laws and regulations regarding online conduct and acceptable content.

## 4. Term and Termination

### 4.1 Term

This Agreement shall commence as of the date first written above and shall continue for a period of two (2) years from that date, unless earlier terminated as provided below. After the initial two year period, this Agreement shall renew automatically for successive one-year terms, unless terminated earlier in accordance with terms set forth in 4.2. In order to terminate this agreement, Customer must give CDC notice thereof at least 60 days prior to the end of the applicable term.

### 4.2 Termination

#### 4.2.1 Insolvency

Either party may terminate this Agreement immediately upon delivery of written notice in the event that the other party shall be unable to pay its liabilities when due, or shall make any assignment for the benefit of creditors, or shall file a petition under any federal or state bankruptcy statute or a voluntary petition in bankruptcy, or an involuntary petition shall be filed and not discharged within 60 days after such filing, or shall be adjudicated bankrupt or insolvent, or if any receiver shall be appointed for its business or property, or any trustee in bankruptcy or insolvency shall be appointed under any law of the United States or the several states.

#### 4.2.2 Breach

If either party is alleged to be in material breach of any provision of this Agreement, that party shall have 30 days from receipt of specific notice to cure the indicated breach. If the breach is not cured within the 30-day period, the non-breaching party will have the option, but not the obligation, to terminate the Agreement.

#### 4.2.3 Termination for Convenience

The Customer reserves the right to terminate this agreement for its sole convenience. In the event of such termination, Customer shall pay to CDC the amounts set forth in paragraph 4.3.

### 4.3 Effect of Termination

Upon any termination or expiration of this Agreement, Customer shall pay all unpaid and outstanding Fees through the effective date of termination or expiration. In the event Customer terminates the monthly service in whole or in part prior to the expiration of the term (except as otherwise permitted in this agreement), Customer will be liable for any early termination charges imposed by the center(s) of any Dedicated Communications Services. If Customer terminates for convenience, in whole or in part prior to the expiration of the term, Customer shall immediately pay to CDC all remaining fees due to CDC under this agreement as set forth in Exhibit A. The termination of this Agreement shall not prejudice the right of CDC to recover any Fees or other sums otherwise due it at the time of termination or cancellation.

### 4.4 Customer Data

Upon termination of the agreement, Customer agrees that CDC may remove from its servers all of the Customer's data, site information, registration data and personal information, provided that CDC shall first give Customer at least thirty (30) days' notice of its intent to remove any such data. Upon termination of the

Agreement Customer may receive a copy of the Customer data through the payment of the then-current data export fee.

## **5. Proprietary Information**

### **5.1 Proprietary Rights of Customer**

As between Customer and CDC, Customer's data shall remain the sole and exclusive property of Customer. CDC further acknowledges and agrees that any data and materials supplied by Customer are confidential and proprietary trade secrets of Customer protected by law, and of substantial value to Customer, and their use and disclosure must be carefully and continuously controlled by CDC. CDC shall notify Customer immediately of the unauthorized use or knowledge of any item supplied to CDC pursuant to this Agreement.

### **5.2 Proprietary Rights of CDC**

Customer acknowledges and agrees that (a) any data and materials supplied by CDC are confidential and proprietary trade secrets of CDC protected by law, and of substantial value to CDC, and their use and disclosure must be carefully and continuously controlled by Customer, and (b) the Software is protected by the Copyright Laws of the United States. Customer shall notify CDC immediately of the unauthorized use or knowledge of any item supplied to Customer pursuant to this Agreement. Customer agrees not to challenge the rights of CDC in and to such data and materials, including without limitation, the copyrights in the Software. In the event Customer threatens to breach any of the provisions of this paragraph, CDC shall have the right, in addition to such other remedies that may be available to them, to injunctive relief, without posting bond, enjoining such actions or attempts, it being acknowledged that CDC would suffer irreparable injuries and that legal remedies are inadequate. The provisions of the paragraph shall survive the termination of this Agreement.

## **6. Warranties**

### **6.1 Warranties of CDC**

#### **6.1.1 Workmanship**

CDC represents and warrants that (i) the Software and Services shall perform substantially in accordance with the current documentation provided by CDC, as amended from time to time and (ii) the Software and Services will not infringe any third-party proprietary rights. In the event of any breach of the foregoing warranty, CDC shall, as the Customer's sole and exclusive remedy, use commercially reasonable efforts to correct any problems specifically identified by Customer in writing.

#### **6.1.2 Limitation of Warranties**

THE FOREGOING ARE THE ONLY WARRANTIES MADE BY CDC, and CDC SPECIFICALLY DISCLAIMS, WITHOUT LIMITATION, ALL OTHER WARRANTIES TO CUSTOMER, OR OTHER THIRD PARTY, EXPRESS OR IMPLIED, INCLUDING, WITH LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NEITHER CDC NOR ANY OF ITS AFFILIATES OR AGENTS MAKES ANY WARRANTY THAT ACCESS TO THE SERVICES WILL BE UNINTERRUPTED, SECURE, COMPLETE, ACCURATE OR ERROR-FREE, NOR DOES CDC MAKE ANY WARRANTY AS TO THE LIFE OF ANY URL GENERATED OR PUBLISHED BY CDC. CERTAIN SOFTWARE USED BY END-USERS MAY NOT BE CAPABLE OF SUPPORTING CERTAIN CDC FEATURES. CDC SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY CLAIMS RELATING TO ANY END-USER'S ABILITY TO ACCESS THE WEB SITE PROPERLY OR COMPLETELY.

### **6.1.3 Limitation of Liability**

The parties acknowledge that the limitations set forth in this Section 6.1.3 are integral to the amount of fees levied in connection with Agreement, and that, were CDC to assume any further liability other than as set forth herein, such fees would of necessity be set substantially higher. IT IS UNDERSTOOD AND AGREED THAT CDC SHALL HAVE NO LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFIT, LOSS OF USE OF THE SERVICES, COSTS OF SUBSTITUTE SERVICES, OR DOWNTIME COSTS) SUFFERED BY CUSTOMER OR ANY THIRD PARTY, EVEN IF CDC HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOT WITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE ENTIRE LIABILITY OF CDC FOR DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION, SHALL BE LIMITED TO THE AMOUNT PAID BY CUSTOMER TO CDC IN THE ONE-YEAR PERIOD PRIOR TO THE EVENT GIVING RISE TO SUCH DAMAGES.

## **6.2 Customer's Representations, Warranties and Indemnity**

### **6.2.1 Representations and Warranties**

Customer covenants, represents and warrants that all of Customer's software and code used to access the Services do not, and will not during the term of this Agreement, be in violation of any software license agreement which Customer has entered with CDC or any third party. No third party software used by Customer to access the services contains any feature which would in any way impair the operation of (i) the Services, or (ii) the software or hardware of any other user using the Services, in each instance including, without limitation, any form of virus, a Trojan horse, worm, or other software routine or hardware component which may disable, erase or otherwise harm software, hardware, or data.

### **6.2.2 Indemnification by Customer**

Customer shall be liable for, and shall fully indemnify and hold CDC harmless against, any loss, liability, cost, expense (including attorneys' fees and expenses) or damages arising from any action, inaction, breach or failure to perform under this Agreement by Customer, or by the officers, employees, elected officials, agents, representatives, consultants, or customers of Customer. This indemnification obligation shall survive the termination of this Agreement.

### **6.2.3 Indemnification by CDC**

CDC shall be liable for, and shall fully indemnify and hold Customer harmless against any loss, liability, cost, expense (including attorneys' fees and expenses) or damages arising from any action, inaction, breach or failure to perform under this Agreement by CDC, or by CDC's officers, employees, elected officials, agents, representatives or consultants. This indemnification obligation shall survive the termination of this Agreement.

## **7. General**

### **7.1 Export Control Restrictions**

Software available on the Site is subject to United States export controls. No software from the Site may be downloaded or otherwise exported or re-exported (i) into (or to a national or resident of) Cuba, Iraq, Libya, Sudan, North Korea, Iran, Syria, or any other country to which the United States has embargoed goods, or (ii) to anyone on the U.S. Treasury Department's list of Specialty Designated National or the U.S. Commerce Department's Table of Denial Orders. By using the Services or the Software, Customer warrants that it is not located in, under the control of, or a national or resident of any such country or on any such list.

#### 7.2 Third-Party Materials and Web Site Links

The site contains references and links to third party web sites, which are not under the control of CDC. CDC makes no representations whatsoever about any other web site to which Customer may have access through the Site, including without limitation any site whose services may be described or offered on the Site.

#### 7.3 Assignment

Customer shall not assign, grant a security interest in, or transfer this Agreement or the Services without the express prior written consent of CDC in each instance.

#### 7.4 Notices

All notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be effective when delivered personally, when transmitted by facsimile or electronic mail to the address provided by the receiving party, or by certified mail, return receipt requested, addressed to the other party at their respective addresses set forth on the first page hereof, unless by notice a different address shall have been designated for giving notice hereunder.

#### 7.5 Force Majeure

Neither party shall be liable for any delay or failure to perform its obligation under this Agreement if prevented from doing so by a cause or causes beyond its reasonable control. Without limiting the generality of the foregoing, such causes include acts of God, the public enemy, fires, floods, storms, hurricanes, earthquakes, riots, strikes, blackouts, wars or war operation, restraints of government, utility or communications failures, or other causes which could not with reasonable diligence be controlled or prevented by the party.

#### 7.6 Amendments, Waivers

This Agreement may be amended from time to time only by written agreement of the parties. No term or provision of this Agreement may be waived or modified unless such waiver or modification is in writing and signed by the party against whom such waiver or modification is sought to be enforced. No failure on the part of any party to exercise and no delay in exercising, any right, power, or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right under this Agreement preclude any other or further exercise thereof or the exercise of any other right. The remedies provided in this Agreement are cumulative and not exclusive of any remedies provided by law.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on their behalf by their duly authorized officers as of the date first above set forth.

Village of Hinsdale, Illinois



Approved By

Village Manager 11/2/11

Title

Effective Date

#### 7.7 Severability

If any provision of this Agreement is held by final judgment of a court of competent jurisdiction to be invalid, illegal or unenforceable, such invalid, illegal or unenforceable provision shall be severed from the remainder of this Agreement, and the remainder of this Agreement shall be enforced.

#### 7.8 Governing Law; Dispute Resolution Process and Binding Arbitration

If a party brings a dispute ("Disputing Party") against the other party ("Non-Disputing Party") to enforce this Agreement, the Disputing Party agrees that such dispute shall be governed by Illinois law without giving effect to any choice of law or conflict of law provision, and shall be heard in the exclusive jurisdiction, of the Non-Disputing Party.

#### 7.9 Entire Agreement

This Agreement, including the exhibits attached hereto, if any, together with any duly executed Software License Agreements in force between Customer and CDC, contains the entire agreement of the parties with respect to the subject matter of this Agreement, and supersedes all prior agreements between them whether oral or written of any nature whatsoever with respect to the subject matter hereof. This Agreement is binding upon the parties hereto, their successors and permitted assigns. No amendment, alteration, or modification of this Agreement shall be valid unless in each instance such amendment, alteration, or modification is expressed in a written instrument duly executed by the parties.

#### 7.10 Headings; Construction

The section titles in this Agreement are for convenience only and shall have no effect on the interpretation of any part or provision regardless of the title heading under which the part or provision is located. Whenever the context of this Agreement requires, the gender of all words herein shall include the masculine, feminine, and neuter, and the number of all words herein shall include the singular and plural. All references to section numbers in this Agreement shall be references to sections in this Agreement, unless otherwise specifically indicated.

#### 7.11 Counterparts

This Agreement may be executed in any number of counterparts and any party hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. A telecopied facsimile of an executed counterpart of this Agreement shall be sufficient to evidence the binding agreement of each party to the terms hereof.

CDC Cloud, Inc.



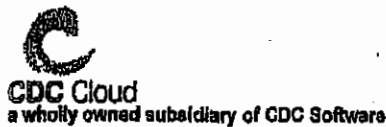
Approved By

Bryan Sell, Corporate Controller

Title

Date

8.25.11



**Exhibit A**

**Installation, Training, Software Hosting and Support Schedule  
4gov.com Application Software**

Item Description	Unit Price	Quantity
Will use existing Customer Firewall and T1.	No Charge	
<b>Application Hosting</b>		
4gov		
Named Users -15	Included	
4gov Application Software:	Included	
Financial & Management Accounting		
CAPPS - Accounts payable/purchasing		
Requisitioning		
Budget Preparation		
Cash Receipts		
Utility Billing		
OENA- Central Name & Address		
Payroll/Personnel		
Miscellaneous Billing/AR		
Alarm Billing		
Vehicle Registration		
Web-Track hosting		
<b>Cyberquery Report Writer Contract under separate tri-part agreement with Cyberscience</b>		
<b>Maintenance &amp; Support "Help Desk"</b>		
Unlimited		
<b>TOTAL WEB-HOSTING</b>		<b>\$5,561.00</b>
24 month subscription		

## Software Maintenance Agreement

The **ANNUAL MAINTENANCE SUPPORT AGREEMENT** for 4gov@ Software ("Licensed Software") from CDC Cloud, Inc., a wholly owned subsidiary of CDC Software and hereinafter referred to as "CDC", a Delaware corporation with its principal place of business at Two Summit Blvd, Suite 700, Atlanta, GA 30319 and provided under the CDC Software License Agreement, provides the following services and warranties to the Customer named below.

### 1. Customer Information

Organization: Village of Hinsdale  
Address: 19 E Chicago Ave, Hinsdale IL 60521  
Telephone: 630-789-7000  
FAX: 630-789-3463  
Email: [dlaquila@villageofhinsdale.org](mailto:dlaquila@villageofhinsdale.org)

The Customer is authorized to have two employees named as Authorized Contacts who can contact CDC with support issues. These employees must have been trained in the use of the Licensed Program.

Authorized Contacts are specifically named by Customer in Exhibit A, with any restrictions written on Exhibit I, and sent to CDC by July 30, 2011. Any changes, additions, deletions are to be sent, faxed, or emailed on or before the date they are to take effect.

### 2. Plan Selection (Select with "X" and initial)

- ☒ Standard Maintenance  
☐ Extended Products, Support, and Services as listed on Exhibit 2  
☐ Extended Hosted Access and Support as listed on Exhibit 3

### 3. Services Provided in all Maintenance Plans

- A) CDC will provide Customer with Enhancements and Upgrades that CDC makes to the Licensed Software and which CDC elects to incorporate into and make a part of the Licensed Software and does not separately market. Enhancements will be sent via CD, DVD, or available for download on the Internet.
- B) CDC will furnish "hot-line" telephone and internet support from 8:30am CST to 5:00pm CST, or as otherwise stipulated in Exhibit B, in the form of counsel and advice on use of the Licensed Software to Authorized Contacts listed in Exhibit I.
- C) Customer will be provided with any known problem solutions relating to the Licensed Program as such solutions become known to CDC.
- D) CDC will assist the Customer on an hourly fee basis, with in house PC, printer, and other equipment, communications, and 3<sup>rd</sup> party software issues, as it relates to CDC products, after written authorization for services has been given.

### 4. Warranties

- A) Licensed Programs and Materials will conform substantially to the published documentation provided to Customer by CDC.
- B) CDC will furnish to Customer any necessary program corrections at no cost to Customer within thirty (30) days of receipt of written notice of verifiable and reproducible errors, and if required in the judgment of CDC, provide on-site assistance to correct the deficiency. If it is determined by CDC that the problem is due to Customer fault or negligence, or to items beyond CDC control including but not limited to (a) Customer Non-supported old or new hardware, hardware failure; (b) Operating system, patches, or service pack errors; (c) data base software; (d) Non-CDC product errors; (e) Licensed Program alterations or custom code/scripts not under maintenance; or (f) failure to comply with the terms of this warranty; then time, expenses, and taxes associated with such support shall be billed by CDC at its then current applicable rates and paid by Customer.

### 5. Customer Terms and Conditions

- A) Customer shall procure, install, and maintain all required, computer hardware, software, telephone, and communication lines, Internet access, email, and other hardware deemed necessary by CDC to operate the Licensed Software.
- B) Customer shall maintain and protect any on-site data files and data bases with backups on a regular basis.
- C) Customer shall perform regular system maintenance on internal Workstations, PCs, printers, and other hardware used in the operation of the 4gov software, to insure maximum system performance and reliability.
- D) Customer's Authorized Contacts shall be provided appropriate security access by Customer so that such Authorized Contacts can reasonably perform their responsibilities. Customer shall also ensure that CDC has access to the system to verify, analyze, and update Software as necessary so that CDC can provide the services under this Maintenance Agreement.

### 6. Fees and Charges

The Maintenance and Warranty services as stated under this agreement are included with the APPLICATION SERVICE AGREEMENT (ASA). Services provided under this Agreement shall continue through the life of the valid ASA agreement. For any additional services duly authorized under this agreement, Customer shall pay said sums as invoiced to the Customer promptly upon receipt by the Customer.

## Software Maintenance Agreement

### Exhibit 1

#### Authorized Contacts

##### Primary Contact

Name **DARYL LANGLOIS**  
 Title **FINANCE DIRECTOR**  
 Phone# **630-789-7000**  
 Fax# **630-789-3463**  
 Email **DLANGLOIS@VILLAGEOFHINSDALE.ORG**  
 EFFECTIVE DATE  
 Extended Support Hours

Authorization	Yes or no
OL/Mgmt Accounting	YES
CAPPS-AP/PO	YES
Requisitions	YES
Budgets	YES
Fixed Assets	
Payroll/Personnel	YES
Human Resources	
Cash Receipts	YES
Billing/AR	YES
Inventory	
Cash Management	
Utility Billing/Collections	YES
Animal Licensing	
Vehicle Stickers/Tickets	YES
Alarm Billing	YES
CEMA	YES
Work Orders	
ePay	
Citizen Request	
Cyberquery Report Writer	
System Administration	
Other	
Web manager	
Print Manager	
WEBTRAC	YES

Customer: Village of Hinsdale

Authorized By: [Signature]

Date:

CDC Cloud, Inc.

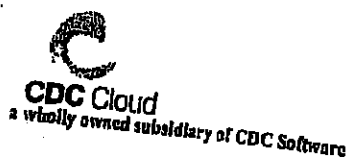
Bryan Sell, Corporate Controller

##### Secondary Contact

Name **JULIE GIESLA**  
 Title **ASST. FINANCE DIRECTOR**  
 Phone# **630-789-7000**  
 Fax# **630-789-3463**  
 Email **JGIESLA@VILLAGEOFHINSDALE.ORG**  
 EFFECTIVE DATE  
 Extended Support Hours

Authorization	Yes or no
OL/Mgmt Accounting	YES
CAPPS-AP/PO	YES
Requisitions	YES
Budgets	YES
Fixed Assets	
Payroll/Personnel	YES
Human Resources	
Cash Receipts	YES
Billing/AR	YES
Inventory	
Cash Management	
Utility Billing/Collections	YES
Animal Licensing	
Vehicle Stickers/Tickets	YES
Alarm Billing	YES
CEMA	YES
Work Orders	
ePay	
Citizen Request	
Cyberquery Report Writer	
System Administration	
Other	
Web Manager	
Print Manager	
WEBTRAC	YES

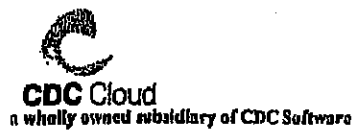
Please complete this form and return to CDC Cloud  
 before your Maintenance Start Date.



## Software Maintenance Agreement

### **Exhibit 2** Extended Products, Support, and Services

Not applicable



## Software Maintenance Agreement

### Exhibit 3 Hosted Access and Support

Not applicable

REQUEST FOR BOARD ACTION

Public Services & Engineering

**AGENDA SECTION:** First Read – EPS

**SUBJECT:** Amend the Village Municipal Code to adopt new DuPage County Flood Insurance Rate Maps (FIRMs) and Flood Insurance Study (FIS)

**MEETING DATE:** June 11, 2019

**FROM:** Dan Deeter, PE Village Engineer

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**Recommended Motion**

To adopt an ordinance amending Title 12 (Flood Control Regulations), Chapter 1 (General Regulations), Section 7 (Flood Insurance Rate Maps and Flood Insurance Studies) of the Village Code of Hinsdale to adopt the August 1, 2019 DuPage County Flood Insurance Rate Maps and Flood Insurance Study.

**Background**

New DuPage County FIRMs and FIS have been produced and will be effective August 1, 2019. Because the Village of Hinsdale participates in the National Flood Insurance Program (NFIP), these new maps and study must be formally adopted into the Village floodplain ordinance before the maps become effective.

**Discussion & Recommendation**

Per the attached Illinois Department of Natural Resources letter, if the Village fails to update the Village Code prior to August 1, 2019, the Village will be suspended from the NFIP. Staff recommends adoption of the ordinance.

**Budget Impact**

This ordinance is budget neutral.

**Village Board and/or Committee Action**

N/A

**Documents Attached**

1. Proposed Ordinance: To adopt an ordinance amending Title 12 (Flood Control Regulations), Chapter 1 (General Regulations), Section 7 (Flood Insurance Rate Maps and Flood Insurance Studies) of the Village Code of Hinsdale to adopt the August 1, 2019 DuPage County Flood Insurance Rate Maps and Flood Insurance Study.
2. IDNR letter dated 05/06/19



## Illinois Department of Natural Resources

One Natural Resources Way Springfield, Illinois 62702-1271  
www.dnr.illinois.gov

JB Pritzker, Governor  
Colleen Callahan, Director

May 6, 2019

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

Dear Floodplain Administrator:

The new countywide Flood Insurance Rate Maps and Flood Insurance Study have been produced for DuPage County and will be on effective August 1, 2019. Because your Community participates in the National Flood Insurance Program (NFIP), these new maps and study must be formally adopted in your local floodplain ordinance before the maps become effective.

The ordinance amending the Du Page County Countywide Stormwater and Flood Plain Ordinance is scheduled for County Board approval in May or June. The amendments include the adoption of the new flood maps and study. Please schedule your community's adoption, by ordinance, of these amendments as soon as possible following the County Board adoption.

**If you fail to update your ordinance prior to August 1, 2019, your Community will be suspended from the National Flood Insurance Program (NFIP).**

Once your draft ordinance is prepared, feel free to send me a digital copy for review. I will review and confirm your compliance with the NFIP and State of Illinois requirements.

**Once adopted, you must provide me a final certified (signed) copy of your ordinance.** To avoid any delays, you may e-mail me a pdf copy at the address below. Once I have received your signed ordinance, I will notify Frank Shockey at FEMA Region V of your compliance.

Please contact me if you have any questions. I can be reached at 847/608-3181 or Marilyn.Sucoc@illinois.gov.

Respectfully,

A handwritten signature in black ink, appearing to read "Marilyn L. Sucoe".

Marilyn L. Sucoe  
NE Floodplain Program Coordinator

**VILLAGE OF HINSDALE**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING TITLE 12 ("FLOOD CONTROL REGULATIONS"),  
CHAPTER 1 ("GENERAL REGULATIONS"), SECTION 12-1-7 ("FLOOD INSURANCE  
RATE MAPS AND FLOOD INSURANCE STUDIES") OF THE VILLAGE CODE OF  
HINSDALE TO ADOPT UPDATED DUPAGE COUNTY FLOOD INSURANCE RATE  
MAPS AND FLOOD INSURANCE STUDIES**

**WHEREAS**, the President and Board of Trustees of the Village of Hinsdale ("Village") have previously enacted Title 12 ("Flood Control Regulations") of the Village Code of Hinsdale ("Village Code") in order to relative to flood control within the Village; and

**WHEREAS**, Section 12-1-1 of the Village Code adopted the DuPage County stormwater and floodplain ordinance by reference for the DuPage County and Cook County portions of the Village; and

**WHEREAS**, the Village currently participates in the National Flood Insurance Program; and

**WHEREAS**, the National Flood Insurance Program is administered nationally by the Federal Emergency Management Agency ("FEMA") and is coordinated at the State level by the Illinois Department of Natural Resources ("IDNR"); and

**WHEREAS**, FEMA and IDNR produced new 2019 Flood Insurance Rate Maps and Flood Insurance Studies for DuPage County; and

**WHEREAS**, FEMA and IDNR require that the Village adopt the 2019 Flood Insurance Rate Maps and Flood Insurance Studies in order to continue to participate in the National Flood Insurance Program; and

**WHEREAS**, on May 14, 2019, DuPage County amended its stormwater and floodplain ordinance by adopting the 2019 Flood Insurance Rate Maps and Flood Insurance Studies; and

**WHEREAS**, the President and Board of Trustees of the Village of Hinsdale have determined that it is appropriate and in the best interest of the Village and its residents to adopt the new 2019 Flood Insurance Rate Maps and Flood Insurance Studies.

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

**Section 1:** The DuPage County portion of the FEMA Flood Insurance Study Maps And Profiles Table in Title 12 ("Flood Control Regulations"), Chapter 1 ("General Regulations"), Section 12-1-7 ("Flood Insurance Rate Maps and Flood Insurance Studies") of the Village Code of Hinsdale is hereby amended to read in its entirety as follows:

Community	Community Member	Date of Current Effective Map	DuPage County Panel Number	Effective FIS Study Date
Hinsdale	170105	December 16, 2004 <b><u>August 1, 2019</u></b>	<b><u>17043C0179</u></b>	December 16, 2004 <b><u>August 1, 2019</u></b>
		December 16, 2004 <b><u>August 1, 2019</u></b>	<b><u>17043C0183</u></b>	December 16, 2004 <b><u>August 1, 2019</u></b>
		December 16, 2004 <b><u>August 1, 2019</u></b>	<b><u>17043C0187</u></b>	December 16, 2004 <b><u>August 1, 2019</u></b>
		<b><u>August 1, 2019</u></b>	<b><u>17043C0191</u></b>	<b><u>August 1, 2019</u></b>
		<b><u>August 1, 2019</u></b>	<b><u>17043C0193</u></b>	<b><u>August 1, 2019</u></b>

**Section 2:** Severability and Repeal of Inconsistent Ordinances. Each section, paragraph, clause and provision of this Ordinance is separable, and if any section, paragraph, clause or provision of this Ordinance shall be held unconstitutional or invalid for any reason, the unconstitutionality or invalidity of such section, paragraph, clause or provision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

**Section 3:** Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law.

PASSED this \_\_\_\_ day of \_\_\_\_\_ 2019.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED this \_\_\_\_ day of \_\_\_\_\_ 2019.

\_\_\_\_\_  
Thomas K. Cauley, Jr., Village President

ATTEST:

\_\_\_\_\_  
Christine M. Bruton, Village Clerk

REQUEST FOR BOARD ACTION

Public Services & Engineering

**AGENDA SECTION:** First Read – EPS

**SUBJECT:** 2019 Infrastructure Project Change Order 1

**MEETING DATE:** June 11, 2019

**FROM:** Dan Deeter, PE Village Engineer

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**Recommended Motion**

Approve "A resolution approving the 2019 Infrastructure project contract change order number 1 in the amount of \$418,453 to G&M Cement Construction, Inc."

**Background**

At the 04/23/2019 Board of Trustee meeting, the contract for construction of the 2019 Infrastructure Project was approved in the amount not to exceed \$5,899,965. A pre-construction meeting was held on 04/30/19. Construction began on 05/13/19. At the same time, staff has been identifying and prioritizing streets for patching and resurfacing under the 2019 Maintenance project and for crack sealing under the 2019 Crack Sealing project.

**Discussion & Recommendation**

Staff is recommending adding the resurfacing and patching of hot-mix asphalt (HMA) streets budgeted for the 2019 Maintenance project to the 2019 Infrastructure project for several reasons. First, staff has received feedback from a variety of sources that the price of hot-mix asphalt continues to increase this year. This is due to the uncertainty with the price of oil due to international economic conditions and increased demand for bituminous products in the Chicagoland region. Using the 2019 Infrastructure project's lowest responsive bidder, G&M Cement Construction, will lock the Village into competitive prices for the street resurfacing and patching. Secondly, using the existing G&M contract will avoid additional mobilization costs. Finally, using the G&M contract will expedite when we can get the patching and resurfacing accomplished. This would allow time to conduct patching and resurfacing in the summer rather than in the fall. This is a time when the temperatures are optimal for paving and more residents are on vacation and not inconvenienced by the street improvements.

50 ILCS 525/5 requires that change orders amounting to 50% or more of a contractor or sub-contractor's payments are not allowed and should be bid as a separate project. This change order will not increase the contractor nor the sub-contractor's payment amounts by more than 50%. This change order has been reviewed by the Village attorney. Therefore, staff recommends approval of the motion. As with all street improvements, final payouts will be dependent upon actual work done.

**Budget Impact**

The following is a summary of the budgeted and planned capital improvements:

	Budget	Requested Funds
2019 Maintenance project	\$500,000	\$418,453
2019 Crack Sealing project	\$ 50,000	\$ 99,390
Total	\$550,000	\$517,843

Therefore, there are sufficient funds to support change order 1.

**Village Board and/or Committee Action**

N/A

**Documents Attached**

1. Resolution
2. List of Proposed Street Resurfacing/Patching

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION APPROVING THE  
2019 INFRASTRUCTURE PROJECT  
CONTRACT CHANGE ORDER NUMBER 1  
IN THE AMOUNT OF \$418,453  
TO G&M CEMENT CONSTRUCTION, INC.**

**WHEREAS**, the Village of Hinsdale (the "Village") and G&M Cement Construction, Inc. ("G&M") have entered into that certain Contract (the "Contract") providing for the construction of the 2019 Infrastructure Project; and

**WHEREAS**, the President and Board of Trustees of the Village hereby find that the circumstances said to necessitate this Change Order were not reasonably foreseeable at the time the Contract was signed, the Change Order was germane to the original Contract as signed, and the Change Order is in the best interest of the Village of Hinsdale and authorized by law;

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

**Section 1. Recital.** The foregoing recitals are incorporated herein as findings of the President and Board of Trustees.

**Section 2. Approval of Change Order.** The Change Order is hereby approved in the form attached (Exhibit A) to this Ordinance and by this reference incorporated herein.

**Section 3. Final Determination.** This Resolution shall constitute the written determination required by Section 33E-9 of the Article 33E of the Criminal Code of 1961, as amended and shall be retained in the Contract file as required by said Section.

**Section 4. Execution of Change Order.** The Village Manager is authorized to execute the Change Order on behalf of the Village.

**Section 5. Effective Date.** This resolution shall be in full force and effective from and after its passage and approval.

**PASSED:** this \_\_\_\_\_ day of \_\_\_\_\_ 2019,

**AYES:**

**NAYS:**

**ABSENT:**

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

\_\_\_\_\_  
Village President

**ATTEST:**

\_\_\_\_\_  
Village Clerk

\_\_\_\_\_

**Exhibit A**  
**VILLAGE OF HINSDALE**  
**CHANGE ORDER**

Project: 2019 Infrastructure Project  
Location: Various Streets  
Contractor: G&M Cement Construction, Inc.

Change Order No. 1  
Contract No. - N/A  
Date: 06/11/19  
Page 1 of 1

- I. A. Description of Changes Involved:  
1 Addition of various streets to resurface or patch
- B. Reason for Change:  
1 Resurfacing or patching of bituminous streets
- C. Revision in Contract Price: Total Addition: \$ 418,453.00  
1 Addition \$ 418,453.00

II. Adjustments in Contract Price:

A. Original Contract Price:	<u>5,899,965.00</u>
B. Net (addition)(reduction) due to all previous Change Order No. _____	<u>\$ -</u>
C. Contract Price, not including this Change Order	<u>\$ 5,899,965.00</u>
D. (Addition)(Deduction) to Contract Price due to this Change Order	<u>\$ 418,453.00</u>
E. Contract Price including this Change Order	<u><u>\$ 6,318,418.00</u></u>

Accepted:  
Contractor: G&M Cement Construction, Inc.

By: \_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

Village of Hinsdale:

By: \_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date



## MEMORANDUM

**SUBJECT:** Proposed Street resurfacing/patching recommendations  
**MEETING DATE:** June 11, 2019  
**FROM:** Dan Deeter, PE, Village Engineer

---

Staff has reviewed the streets in the Village and has the following resurfacing and patching recommendations:

**Maintenance (Resurfacing)**

**Estimated Cost: \$418,453**

<u>Street</u>	<u>From</u>	<u>To</u>
1. Allmen Avenue	Ninth Street	south end
2. Chestnut Street	Vine Street	Lincoln Street
3. Clay Street	Maple Street	Chicago Avenue
4. Grant Street	North Street	Hickory Street
5. Minneola Street	County Line Road	Justina Street
6. Quincy Street	Maple Street	Chicago Avenue
7. Ravine Road	County Line Road	Phillippa Street
8. Vine Street	Maple Street	Chicago Avenue
9. Portions of the 600-block of the Washington/Lincoln alley		
10. Patching of Garfield St.	First Street	55 <sup>th</sup> Street

REQUEST FOR BOARD ACTION

Public Services & Engineering

**AGENDA SECTION:** First Read – EPS  
**SUBJECT:** 2019 Crack Sealing Project  
**MEETING DATE:** June 11, 2019  
**FROM:** Dan Deeter, PE Village Engineer

---

**Recommended Motion**

Award the 2019 Crack Sealing Project to Denler, Inc. of Joliet, IL in the amount not to exceed \$99,390.

**Background**

The Village of Hinsdale road improvement program includes periodic crack sealing to extend the life of asphalt pavements in the Village. Various governmental bodies in DuPage County periodically partner to receive bids on common municipal services. Denler Inc. was the lowest responsible bidder for crack sealing. This bid covers a three year period from 2019 – 2021. Denler's crack sealing bid is lower than past crack sealing quotes.

**Discussion & Recommendation**

Under the Village of Hinsdale Code section 1-11-4.D.3: "Exceptions To Competitive Bid Requirements: The following are exempt from the bidding requirements set forth in subsection C of this section: 3. Joint purchases with other governmental agencies pursuant to the governmental joint purchasing act". Staff recommends the Village waive the formal bidding process required for public works projects in favor of the DuPage Local Public Agencies' bid. Other municipalities who have been satisfied with Denler's crack sealing services include Burr Ridge, Darien, Downers Grove, Lombard, Villa Park, West Chicago, Wheaton, and Woodridge. The contract has been reviewed by the Village's attorney at Klein, Thorpe, and Jenkins, Ltd. Staff recommend awarding the crack sealing project to Denler, Inc.

**Budget Impact**

The following is a summary of the budgeted and planned capital improvements:

	Budget	Requested Funds
2019 Maintenance project	\$500,000	\$418,453
2019 Crack Sealing project	\$ 50,000	\$ 99,390
Total	\$550,000	\$517,843

Therefore, there are sufficient funds to support the 2019 Crack Sealing project.

**Village Board and/or Committee Action**

N/A

**Documents Attached**

1. 2018 Crack Sealing Project Contract

**CONTRACT BETWEEN**  
**VILLAGE OF HINSDALE**  
**AND**  
**Denler, Inc.**  
**FOR**  
**CRACK SEALING AND SEAL COATING SERVICES**

**CONTRACT BETWEEN**  
**VILLAGE OF HINSDALE**  
**AND**  
**Denler, INC.**  
**FOR**  
**CRACK SEALING AND SEAL COATING SERVICES**

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**CONTRACT BETWEEN**  
**VILLAGE OF HINSDALE**  
**AND**  
**Denler, INC.**  
**FOR**  
**CRACK SEALING AND SEAL COATING SERVICES**

In consideration of the mutual promises set forth below, the Village of Hinsdale, 19 East Chicago Avenue, Hinsdale, Illinois, 60521, a public corporation ("Owner"), and Denler, Inc. 20502 S. Cherry Hill Road, Joliet, IL 60433 ("Contractor"), make this Contract as of the \_\_\_\_\_ day of \_\_\_\_\_, 2019, and hereby agree as follows:

**ARTICLE I**  
**THE WORK**

Per the bid documents, specifications and Attachment A, crack sealing is to be performed at the locations listed in Attachment B. Contract quantities are also listed in Attachment B.

**1.1 Performance of the Work**

Contractor shall, at its sole cost and expense, provide, perform, and complete all of the following, all of which is herein referred to as the "Work":

1. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete, in the manner described and specified in this Contract, all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary to accomplish the Project at the Work Site, as defined and in accordance with Attachment A and Attachment B.

2. Permits. The Contractor shall procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith.

3. Bonds and Insurance. Procure and furnish all Bonds and all certificates and policies of insurance specified in this Contract.

4. Taxes. Pay all applicable federal, state, and local taxes.

5. Miscellaneous. Do all other things required of Contractor by this Contract, including, without limitation, arranging for utility and other services needed for the Work and for testing, including the installation of temporary utility lines, wiring, switches, fixtures, hoses, connections, and meters, and providing sufficient sanitary conveniences and shelters to accommodate all workers and all personnel of Owner engaged in the Work.

6. Quality. Provide, perform and complete all of the foregoing in a proper and workmanlike manner, consistent with the highest standards of professional and construction practices and in full compliance with, and as required by or pursuant to, this Contract, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged and first quality equipment, materials, and supplies.

## **1.2 Commencement and Completion Dates**

Contractor shall coordinate with the Village Engineer to agree upon a "Commencement Date" for the Work. The Contractor shall diligently and continuously prosecute the Work at such a rate as will allow the Work to be fully provided, performed, and completed in full compliance with this Contract within 30 Working Days as defined by article 108.04 of the Standard Specifications. The Work shall be completed no later than October 30, 2019.

## **1.3 Required Submittals**

A. Submittals Required. Contractor shall submit to Owner all documents, data, and information specifically required to be submitted by Contractor under this Contract and shall, in addition, submit to Owner all such drawings, specifications, descriptive information, and engineering documents, data, and information as may be required, or as may be requested by Owner, to show the details of the Work, including a complete description of all equipment, materials, and supplies to be provided under this Contract ("Required Submittals"). Such details shall include, but shall not be limited to, design data, structural and operating features, principal dimensions, space required or provided, clearances required or provided, type and brand of finish; and all similar matters, for all components of the Work.

B. Number and Format. Contractor shall provide three complete sets for each Required Submittal. All Required Submittals, except drawings, shall be prepared on white 8-1/2 inch by 11 inch paper. Two blueline prints and one sepia transparency of each drawing shall be provided. All prints of drawings shall be folded to 8-1/2 inches by 11 inches, or less. All drawings shall be clearly marked in the lower right-hand corner with the names of Owner and Contractor.

C. Time of Submission and Owner's Review. All Required Submittals shall be provided to Owner no later than the time, if any, specified in this Contract for their submission or, if no time for submission is specified, in sufficient time, in Owner's sole opinion, to permit Owner to review the same prior to the commencement of the part of the Work to which

they relate and prior to the purchase of any equipment, materials, or supplies that they describe. Owner shall have the right to require such corrections as may be necessary to make such submittals conform to this Contract. All such submittals shall, after final processing and review with no exception noted by Owner, become a part of this Contract. No Work related to any submittal shall be performed by Contractor until Owner has completed review of such submittal with no exception noted. Owner's review and stamping of any Required Submittal shall be for the sole purpose of examining the general management, design, and details of the proposed Work, shall not relieve Contractor of the entire responsibility for the performance of the Work in full compliance with, and as required by or pursuant to this Contract, and shall not be regarded as any assumption of risk or liability by Owner.

D. Responsibility for Delay. Contractor shall be responsible for any delay in the Work due to delay in providing Required Submittals conforming to this Contract.

#### **1.4 Review and Interpretation of Contract Provisions**

Contractor represents and warrants that it has carefully reviewed this Contract, including all of its Attachments. Contractor shall, at no increase in the Contract Price, provide workmanship, equipment, materials, and supplies that fully conform to this Contract. Whenever any equipment, materials or supplies are specified or described in this Contract by using the name or other identifying feature of a proprietary product or the name or other identifying feature of a particular manufacturer or vendor, the specific item mentioned shall be understood as establishing the type, function and quality desired. Other manufacturers' or vendors' products may be accepted, provided that the products proposed are equivalent in substance and function to those named as determined by Owner in its sole and absolute discretion.

"Standard Specifications" refers to the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, as adopted on January 1, 2012.

Technical Terms and Conditions set forth in Appendix A apply to all line items listed in Attachment B.

Contractor shall promptly notify Owner of any discrepancy, error, omission, ambiguity, or conflict among any of the provisions of this Contract before proceeding with any Work affected thereby. If Contractor fails to give such notice to Owner, then the subsequent decision of Owner as to which provision of this Contract shall govern shall be final, and any corrective work required shall not entitle Contractor to any damages, to any compensation in excess of the Contract Price, or to any delay or extension of the Contract Time.

When the equipment, materials, or supplies furnished by Contractor cannot be installed as specified in this Contract, Contractor shall, without any increase in the Contract Price, make all modifications required to properly install the equipment, materials, or supplies. Any such modification shall be subject to the prior review and consent of Owner.

### **1.5 Conditions at the Work Site; Record Drawings**

Contractor represents and warrants that it has had a sufficient opportunity to conduct a thorough investigation of the Work Site and the surrounding area and has completed such investigation to its satisfaction. Contractor shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time based upon conditions found at, or in the vicinity of, the Work Site. When information pertaining to subsurface, underground or other concealed conditions, soils analysis, borings, test pits, utility locations or conditions, buried structures, condition of existing structures, and other investigations is or has been provided by Owner, or is or has been otherwise made available to Contractor by Owner, such information is or has been provided or made available solely for the convenience of Contractor and is not part of this Contract. Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of such information, and there is no guaranty or warranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work or the Work Site, or that the conditions indicated are representative of those existing at any particular location, or that the conditions indicated may not change, or that unanticipated conditions may not be present.

Contractor shall be solely responsible for locating all existing underground installations by prospecting no later than two workdays prior to any scheduled excavation or trenching; whichever is earlier. Contractor shall check all dimensions, elevations, and quantities indicated in this Contract within the same time period as set forth above for prospecting underground installations. Contractor shall lay out the Work in accordance with this Contract and shall establish and maintain such locations, lines and levels. Wherever pre-existing work is encountered, Contractor shall verify and be responsible for dimensions and location of such pre-existing work. Contractor shall notify Owner of any discrepancy between the dimensions, elevations and quantities indicated in this Contract and the conditions of the Work Site or any other errors, omissions or discrepancies which Contractor may discover during such inspections. Full instructions will be furnished by Owner should such error, omission, or discrepancy be discovered, and Contractor shall carry out such instructions as if originally specified and without any increase in Contract Price.

### **1.6 Technical Ability to Perform**

Contractor represents and warrants that it is sufficiently experienced and competent, and has the necessary capital, facilities, plant, organization, and staff, to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

### **1.7 Financial Ability to Perform**

Contractor represents and warrants that it is financially solvent, and Contractor has the financial resources necessary to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

## **1.8 Time**

Contractor represents and warrants that it is ready, willing, able and prepared to begin the Work on the Commencement Date and that the Contract Time is sufficient time to permit completion of the Work in full compliance with, and as required by or pursuant to, this Contract for the Contract Price, all with due regard to all natural and man-made conditions that may affect the Work or the Work Site and all difficulties, hindrances, and delays that may be incident to the Work.

## **1.9 Safety at the Work Site**

Contractor shall be solely and completely responsible for providing and maintaining safe conditions at the Work Site, including the safety of all persons and property during performance of the Work. This requirement shall apply continuously and shall not be limited to normal working hours. Contractor shall take all safety precautions as shall be necessary to comply with all applicable laws and to prevent injury to persons and damage to property.

Contractor shall conduct all of its operations without interruption or interference with vehicular and pedestrian traffic on public and private rights-of-way, unless it has obtained permits therefor from the proper authorities. If any public or private right-of-way shall be rendered unsafe by Contractor's operations, Contractor shall make such repairs or provide such temporary ways or guards as shall be acceptable to the proper authorities.

## **1.10 Cleanliness of the Work Site and Environs**

Contractor shall keep the Work Site and adjacent areas clean at all times during performance of the Work and shall, upon completion of the Work, leave the Work Site and adjacent areas in a clean and orderly condition.

## **1.11 Damage to the Work, the Work Site, and Other Property**

The Work and everything pertaining thereto shall be provided, performed, completed, and maintained at the sole risk and cost of Contractor from the Commencement Date until Final Payment. Contractor shall be fully responsible for the protection of all public and private property and all persons. Without limiting the foregoing, Contractor shall, at its own cost and expense, provide all permanent and temporary shoring, anchoring and bracing required by the nature of the Work in order to make all parts absolutely stable and rigid, even when such shoring, anchoring and bracing is not explicitly specified, and support and protect all buildings, bridges, roadways, conduits, wires, water pipes, gas pipes, sewers, pavements, curbs, sidewalks, fixtures and landscaping of all kinds and all other public or private property that may be encountered or endangered in providing, performing and completing the Work. Contractor shall have no claim against Owner because of any damage or loss to the Work or to Contractor's equipment, materials, or supplies from any cause whatsoever, including damage or loss due to simultaneous work by others. Contractor shall, promptly and without charge to Owner, repair or replace, to the satisfaction of Owner, any damage done to, and any loss suffered by, the Work and any damage done to, and any loss suffered by, the Work Site or other property as a result of

the Work. Notwithstanding any other provision of this Contract, Contractor's obligations under this Section shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of Owner or Contractor, to indemnify, hold harmless, or reimburse Contractor for the cost of any repair or replacement work required by this Section.

#### **1.12 Subcontractors and Suppliers**

A. Approval and Use of Subcontractors and Suppliers. Contractor shall perform the Work with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by Owner in writing. All subcontractors, suppliers, and subcontracts used by Contractor shall be acceptable to, and approved in advance by, Owner. Owner's approval of any subcontractor, supplier, and subcontract shall not relieve Contractor of full responsibility and liability for the provision, performance, and completion of the Work in full compliance with, and as required by or pursuant to, this Contract. All Work performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of Contractor. Every reference in this Contract to "Contractor" shall be deemed also to refer to all subcontractors and suppliers of Contractor. Every subcontract shall include a provision binding the subcontractor or supplier to all provisions of this Contract.

B. Removal of Subcontractors and Suppliers. If any subcontractor or supplier fails to perform the part of the Work undertaken by it in a manner satisfactory to Owner, Contractor shall immediately upon notice from Owner terminate such subcontractor or supplier. Contractor shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time as a result of any such termination.

#### **1.13 Simultaneous Work By Others**

Owner shall have the right to perform or have performed such other work as Owner may desire in, about, or near the Work Site during the performance of the Work by Contractor. Contractor shall make every reasonable effort to perform the Work in such manner as to enable both the Work and such other work to be completed without hindrance or interference from each other. Contractor shall afford Owner and other contractors reasonable opportunity for the execution of such other work and shall properly coordinate the Work with such other work.

#### **1.14 Occupancy Prior to Final Payment**

Owner shall have the right, at its election, to occupy, use, or place in service any part of the Work prior to Final Payment. Such occupancy, use, or placement in service shall be conducted in such manner as not to damage any of the Work or to unreasonably interfere with the progress of the Work. No such occupancy, use, or placement in service shall be construed as an acceptance of any of the Work or a release or satisfaction of Contractor's duty to insure and protect the Work, not shall it, unless conducted in an unreasonable manner, be considered as an interference with Contractor's provision, performance, or completion of the Work.

### **1.15 Owner's Right to Terminate or Suspend Work for Convenience**

A. Termination or Suspension for Convenience. Owner shall have the right, for its convenience, to terminate or suspend the Work in whole or in part at any time by written notice to Contractor. Every such notice shall state the extent and effective date of such termination or suspension. On such effective date, Contractor shall, as and to the extent directed, stop Work under this Contract, cease all placement of further orders or subcontracts, terminate or suspend Work under existing orders and subcontracts, cancel any outstanding orders or subcontracts that may be cancelled, and take any action necessary to protect any property in its possession in which Owner has or may acquire any interest and to dispose of such property in such manner as may be directed by Owner.

B. Payment for Completed Work. In the event of any termination pursuant to Subsection 1.15A above, Owner shall pay Contractor (1) such direct costs, excluding overhead, as Contractor shall have paid or incurred for all Work done in compliance with, and as required by or pursuant to, this Contract up to the effective date of termination together with ten percent of such costs for overhead and profit; and (2) such other costs pertaining to the Work, exclusive of overhead and profit, as Contractor may have reasonably and necessarily incurred as the result of such termination. Any such payment shall be offset by any prior payment or payments and shall be subject to Owner's rights to withhold and deduct as provided in this Contract.

## **ARTICLE II** **CHANGES AND DELAYS**

### **2.1 Changes**

Owner shall have the right, by written order executed by Owner, to make changes in the Contract, the Work, the Work Site, and the Contract Time ("Change Order"). If any Change Order causes an increase or decrease in the amount of the Work, an equitable adjustment in the Contract Price or Contract Time may be made. All claims by Contractor for an equitable adjustment in either the Contract Price or the Contract Time shall be made within two business days following receipt of such Change Order, and shall, if not made prior to such time, be conclusively deemed to have been waived. No decrease in the amount of the Work caused by any Change Order shall entitle Contractor to make any claim for damages, anticipated profits, or other compensation.

### **2.2 Delays**

A. Extensions for Unavoidable Delays. For any delay that may result from causes that could not be avoided or controlled by Contractor, Contractor shall, upon timely written application, be entitled to issuance of a Change Order providing for an extension of the Contract Time for a period of time equal to the delay resulting from such unavoidable cause. No extension of the Contract Time shall be allowed for any other delay in completion of the Work.

B. No Compensation for Delays. No payment, compensation, damages, or adjustment of any kind, other than the extension of the Contract Time provided in Subsection

2.2A above, shall be made to, or claimed by, Contractor because of hindrances or delays from any cause in the commencement, prosecution, or completion of the Work, whether caused by Owner or any other party and whether avoidable or unavoidable.

### **ARTICLE III**

#### **CONTRACTOR'S RESPONSIBILITY FOR DEFECTIVE WORK**

##### **3.1 Inspection; Testing; Correction of Defects**

A. Inspection. Until Final Payment, all parts of the Work shall be subject to inspection and testing by Owner or its designated representatives. Contractor shall furnish, at its own expense, all reasonable access, assistance, and facilities required by Owner for such inspection and testing.

B. Re-Inspection. Re-inspection and re-testing of any Work may be ordered by Owner at any time, and, if so ordered, any covered or closed Work shall be uncovered or opened by Contractor. If the Work is found to be in full compliance with this Contract, then Owner shall pay the cost of uncovering, opening, re-inspecting, or re-testing, as the case may be. If such Work is not in full compliance with this Contract, then Contractor shall pay such cost.

C. Correction. Until Final Payment, Contractor shall, promptly and without charge, repair, correct, or replace all or any part of the Work that is defective, damaged, flawed, or unsuitable or that in any way fails to conform strictly to the requirements of this Contract.

##### **3.2 Warranty of Work**

A. Scope of Warranty. Contractor warrants that the Work and all of its components shall be free from defects and flaws in design, workmanship, and materials; shall strictly conform to the requirements of this Contract; and shall be fit, sufficient and suitable for the purposes expressed in, or reasonably inferred from, this Contract. The warranty herein expressed shall be in addition to any other warranties expressed in this Contract, or expressed or implied by law, which are hereby reserved unto Owner.

B. Repairs; Extension of Warranty. Contractor shall, promptly and without charge, correct any failure to fulfill the above warranty that may be discovered or develop at any time within one year after Final Payment. The above warranty shall be extended automatically to cover all repaired and replacement parts and labor provided or performed under such warranty and Contractor's obligation to correct Work shall be extended for a period of one year from the date of such repair or replacement. The time period established in this Subsection 3.2B relates only to the specific obligation of Contractor to correct Work and shall not be construed to establish a period of limitation with respect to other obligations that Contractor has under this Contract.

C. Subcontractor and Supplier Warranties. Whenever Attachment A requires a subcontractor or supplier to provide a guaranty or warranty, Contractor shall be solely responsible for obtaining said guaranty or warranty in form satisfactory to Owner and assigning

said warranty or guaranty to Owner. Acceptance of any assigned warranties or guaranties by Owner shall be a precondition to Final Payment and shall not relieve Contractor of any of its guaranty or warranty obligations under this Contract.

### **3.3 Owner's Right to Correct**

If, within two business days after Owner gives Contractor notice of any defect, damage, flaw, unsuitability, nonconformity, or failure to meet warranty subject to correction by Contractor pursuant to Section 3.1 or Section 3.2 of this Contract, Contractor neglects to make, or undertake with due diligence to make, the necessary corrections, then Owner shall be entitled to make, either with its own forces or with contract forces, the corrections and to recover from Contractor all resulting costs, expenses, losses, or damages, including attorneys' fees and administrative expenses.

## **ARTICLE IV FINANCIAL ASSURANCES**

### **4.1 Bonds**

Contemporaneous with Contractor's execution of this Contract, Contractor shall provide a Performance Bond and a Labor and Material Payment Bond, on forms provided by, or otherwise acceptable to, Owner, from a surety company licensed to do business in the State of Illinois with a general rating of A and a financial size category of Class X or better in Best's Insurance Guide, each in the penal sum of the Contract Price ("Bonds"). Contractor shall, at all times while providing, performing, or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, maintain and keep in force, at Contractor's expense, the Bonds required hereunder.

### **4.2 Insurance**

Contemporaneous with Contractor's execution of this Contract, Contractor shall provide certificates and policies of insurance evidencing the minimum insurance coverages and limits set forth in Attachment A. This insurance shall include the Village of Hinsdale named as additional insured. For good cause shown, Owner may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as Owner may impose in the exercise of its sole discretion. Such policies shall be in a form, and from companies, acceptable to Owner. Such insurance shall provide that no change, modification in, or cancellation of any insurance shall become effective until the insurance company thereof shall have given the expiration of 30 days after written notice to Owner. Contractor shall, at all times while providing, performing, or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, maintain and keep in force, at Contractor's expense, the minimum insurance coverages and limits set forth in Attachment A.

### **4.3 Indemnification**

Contractor shall indemnify, save harmless, and defend Owner against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees

and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with Contractor's performance of, or failure to perform, the Work or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of Contractor, except to the extent caused by the sole negligence of Owner.

## **ARTICLE V** **PAYMENT**

### **5.1     Contract Price**

Owner shall pay to Contractor, in accordance with and subject to the terms and conditions set forth in this Article V and special provisions, and Contractor shall accept in full satisfaction for providing, performing, and completing the Work, the amount or amounts set forth in Attachment B, not to exceed \$99,390 subject to any additions, deductions, or withholdings provided for in this Contract. The price of quantities will be the set prices from the first year (item 1) of the Call for Bids 2019-07 as stated in Attachment A.

### **5.2     Taxes and Benefits**

Owner is exempt from and shall not be responsible to pay, or reimburse Contractor for, any state or local sales, use, or excise taxes. The Contract Price includes all other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, or premium is hereby waived and released by Contractor.

### **5.3     Progress Payments**

A.     Payment in Installments. The Contract Price shall be paid in monthly installments in the manner set forth in Attachment A and article 109.07(a) of the Standard Specifications except as modified herein:

1) Retainer: A maximum retainer or 10% of the total contract price will be administered to all partial payments. The retainer may be reduce at the Engineer's discretion in accordance with the Local Roads Special Provisions #15 of the Standard Specifications.

2) Retainer Time frame. The Village shall reserve the right to withhold the retainer for up to one (1) year after acceptance of all improvements to act as a warranty bond to ensure correction of deficiencies of work that may arise during the warranty period.

B.     Pay Requests. Contractor shall, as a condition precedent to its right to receive each Progress Payment, submit to Owner a pay request in the form provided by Owner ("Pay Request"). The first Pay Request shall be submitted not sooner than 30 days following commencement of the Work. Owner may, by written notice to Contractor, designate a specific day of each month on or before which Pay Requests must be submitted. Each Pay Request shall

include (a) Contractor's certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested and (b) Contractor's certification that all prior Progress Payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.

C. Work Entire. This Contract and the Work are entire and the Work as a whole is of the essence of this Contract. Notwithstanding any other provision of this Contract, each and every part of this Contract and of the Work are interdependent and common to one another and to Owner's obligation to pay all or any part of the Contract Price or any other consideration for the Work. Any and all Progress Payments made pursuant to this Article are provided merely for the convenience of Contractor and for no other purpose.

#### **5.4 Final Acceptance and Final Payment**

A. Notice of Completion. When the Work has been completed and is ready in all respects for acceptance by Owner, Contractor shall notify Owner and request a final inspection ("Notice of Completion"). Contractor's Notice of Completion shall be given sufficiently in advance of the Completion Date to allow for scheduling of the final inspection and for completion or correction before the Completion Date of any items identified by such inspection as being defective, damaged, flawed, unsuitable, nonconforming, incomplete, or otherwise not in full compliance with, or as required by or pursuant to, this Contract ("Punch List Work").

B. Punch List and Final Acceptance. The Work shall be finally accepted when, and only when, the whole and all parts thereof shall have been completed to the satisfaction of Owner in full compliance with, and as required by or pursuant to, this Contract. Upon receipt of Contractor's Notice of Completion, Owner shall make a review of the Work and notify Contractor in writing of all Punch List Work, if any, to be completed or corrected. Following Contractor's completion or correction of all Punch List Work, Owner shall make another review of the Work and prepare and deliver to Contractor either a written notice of additional Punch List Work to be completed or corrected or a written notice of final acceptance of the Work ("Final Acceptance").

C. Final Payment. As soon as practicable after Final Acceptance, Contractor shall submit to Owner a properly completed final Pay Request in the form provided by Owner ("Final Pay Request"). Owner shall pay to Contractor the balance of the Contract Price, after deducting therefrom all charges against Contractor as provided for in this Contract ("Final Payment"). Final Payment shall be made not later than 60 days after Owner approves the Final Pay Request. The acceptance by Contractor of Final Payment shall operate as a full and complete release of Owner of and from any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses of, by, or to Contractor for anything done, furnished for, arising out of, relating to, or in connection with the Work or for or on account of any act or neglect of Owner arising out of, relating to, or in connection with the Work.

D. Guarantee Period. The Contractor warrants all work performed under this contract is free from defects and was performed in accordance with the Contract Documents for a period of one (1) year from the date of final completion of the work, as accepted in writing; by the Village Engineer after all other parties have signed the document. In case of acceptance of a part of the

work for use or occupancy prior to the final acceptance of the entire work, the guarantee for the part so accepted shall be for a period of one (1) year from the date of such partial acceptance, in writing, by the Village Engineer. Work performed due to this warranty requirement shall be guaranteed for a period of one (1) year.

## **5.5    Liens**

A.    Title. Nothing in this Contract shall be construed as vesting in Contractor any right of property in any equipment, materials, supplies, and other items provided under this Contract after they have been installed in, incorporated into, attached to, or affixed to, the Work or the Work Site. All such equipment, materials, supplies, and other items shall, upon being so installed, incorporated, attached or affixed, become the property of Owner, but such title shall not release Contractor from its duty to insure and protect the Work in accordance with the requirements of this Contract.

B.    Waivers of Lien. Contractor shall, from time to time at Owner's request and in any event prior to Final Payment, furnish to Owner such receipts, releases, affidavits, certificates, and other evidence as may be necessary to establish, to the reasonable satisfaction of Owner, that no lien against the Work or the public funds held by Owner exists in favor of any person whatsoever for or by reason of any equipment, material, supplies, or other item furnished, labor performed, or other thing done in connection with the Work or this Contract ("Lien") and that no right to file any Lien exists in favor of any person whatsoever.

C.    Removal of Liens. If at any time any notice of any Lien is filed, then Contractor shall, promptly and without charge, discharge, remove, or otherwise dispose of such Lien. Until such discharge, removal, or disposition, Owner shall have the right to retain from any money payable hereunder an amount that Owner, in its sole judgment, deems necessary to satisfy such Lien and to pay the costs and expenses, including attorneys' fees and administrative expenses, of any actions brought in connection therewith or by reason thereof.

D.    Protection of Owner Only. This Section shall not operate to relieve Contractor's surety or sureties from any of their obligations under the Bonds, nor shall it be deemed to vest any right, interest, or entitlement in any subcontractor or supplier. Owner's retention of funds pursuant to this Section shall be deemed solely for the protection of its own interests pending removal of such Liens by Contractor, and Owner shall have no obligation to apply such funds to such removal but may, nevertheless, do so where Owner's interests would thereby be served.

## **5.6    Deductions**

A.    Owner's Right to Withhold. Notwithstanding any other provision of this Contract and without prejudice to any of Owner's other rights or remedies, Owner shall have the right at any time or times, whether before or after approval of any Pay Request, to deduct and withhold from any Progress or Final Payment that may be or become due under this Contract such amount as may reasonably appear necessary to compensate Owner for any actual or prospective loss due to: (1) Work that is defective, damaged, flawed, unsuitable,

nonconforming, or incomplete; (2) damage for which Contractor is liable under this Contract; (3) state or local sales, use, or excise taxes from which Owner is exempt; (4) Liens or claims of Lien regardless of merit; (5) claims of subcontractors, suppliers, or other persons regardless of merit; (6) delay in the progress or completion of the Work; (7) inability of Contractor to complete the Work; (8) failure of Contractor to properly complete or document any Pay Request; (9) any other failure of Contractor to perform any of its obligations under this Contract; or (10) the cost to Owner, including attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of Owner's remedies set forth in Section 6.3 of this Contract.

B. Use of Withheld Funds. Owner shall be entitled to retain any and all amounts withheld pursuant to Subsection 5.6A above until Contractor shall have either performed the obligations in question or furnished security for such performance satisfactory to Owner. Owner shall be entitled to apply any money withheld or any other money due Contractor under this Contract to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees and administrative expenses incurred, suffered, or sustained by Owner and chargeable to Contractor under this Contract.

## ARTICLE VI

### DISPUTES AND REMEDIES

#### **6.1 Dispute Resolution Procedure**

A. Notice of Disputes and Objections. If Contractor disputes or objects to any requirement, direction, instruction, interpretation, determination, or decision of Owner, Contractor may notify Owner in writing of its dispute or objection and of the amount of any equitable adjustment to the Contract Price or Contract Time to which Contractor claims it will be entitled as a result thereof; provided, however, that Contractor shall, nevertheless, proceed without delay to perform the Work as required, directed, instructed, interpreted, determined, or decided by Owner, without regard to such dispute or objection. Unless Contractor so notifies Owner within two business days after receipt of such requirement, direction, instruction, interpretation, determination, or decision, Contractor shall be conclusively deemed to have waived all such disputes or objections and all claims based thereon.

B. Negotiation of Disputes and Objections. To avoid and settle without litigation any such dispute or objection, Owner and Contractor agree to engage in good faith negotiations. Within three business days after Owner's receipt of Contractor's written notice of dispute or objection, a conference between Owner and Contractor shall be held to resolve the dispute. Within three business days after the end of the conference, Owner shall render its final decision, in writing, to Contractor. If Contractor objects to the final decision of Owner, then it shall, within three business days, give Owner notice thereof and, in such notice, shall state its final demand for settlement of the dispute. Unless Contractor so notifies Owner, Contractor shall be conclusively deemed (1) to have agreed to and accepted Owner's final decision and (2) to have waived all claims based on such final decision.

## **6.2 Contractor's Remedies**

If Owner fails or refuses to satisfy a final demand made by Contractor pursuant to Section 6.1 of this Contract, or to otherwise resolve the dispute which is the subject of such demand to the satisfaction of Contractor, within ten days following receipt of such demand, then Contractor shall be entitled to pursue such remedies, not inconsistent with the provisions of this Contract, as it may have in law or equity.

## **6.3 Owner's Remedies**

If it should appear at any time prior to Final Payment that Contractor has failed or refused to prosecute, or has delayed in the prosecution of, the Work with diligence at a rate that assures completion of the Work in full compliance with the requirements of this Contract on or before the Completion Date, or has attempted to assign this Contract or Contractor's rights under this Contract, either in whole or in part, or has falsely made any representation or warranty in this Contract, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Contract or has failed to pay its debts as they come due ("Event of Default"), and has failed to cure any such Event of Default within five business days after Contractor's receipt of written notice of such Event of Default, then Owner shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Owner may require Contractor, within such reasonable time as may be fixed by Owner, to complete or correct all or any part of the Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; to remove from the Work Site any such Work; to accelerate all or any part of the Work; and to take any or all other action necessary to bring Contractor and the Work into strict compliance with this Contract.
2. Owner may perform or have performed all Work necessary for the accomplishment of the results stated in Paragraph 1 above and withhold or recover from Contractor all the cost and expense, including attorneys' fees and administrative costs, incurred by Owner in connection therewith.
3. Owner may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Work or part thereof and make an equitable reduction in the Contract Price.
4. Owner may terminate this Contract without liability for further payment of amounts due or to become due under this Contract.

5. Owner may, without terminating this Contract, terminate Contractor's rights under this Contract and, for the purpose of completing or correcting the Work, evict Contractor and take possession of all equipment, materials, supplies, tools, appliances, plans, specifications, schedules, manuals, drawings, and other papers relating to the Work, whether at the Work Site or elsewhere, and either complete or correct the Work with its own forces or contracted forces, all at Contractor's expense.
6. Upon any termination of this Contract or of Contractor's rights under this Contract, and at Owner's option exercised in writing, any or all subcontracts and supplier contracts of Contractor shall be deemed to be assigned to Owner without any further action being required, but Owner shall not thereby assume any obligation for payments due under such subcontracts and supplier contracts for any Work provided or performed prior to such assignment.
7. Owner may withhold from any Progress Payment or Final Payment, whether or not previously approved, or may recover from Contractor, any and all costs, including attorneys' fees and administrative expenses, incurred by Owner as the result of any Event of Default or as a result of actions taken by Owner in response to any Event of Default.
8. Owner may recover any damages suffered by Owner.

#### **6.4 Owner's Special Remedy for Delay**

If the Work is not completed by Contractor, in full compliance with, and as required by or pursuant to, this Contract, within the Contract Time as such time may be extended by Change Order, then Owner may invoke its remedies under Section 6.3 of this Contract or may, in the exercise of its sole and absolute discretion, permit Contractor to complete the Work but charge to Contractor, and deduct from any Progress or Final Payments, whether or not previously approved, administrative expenses and costs for each day completion of the Work is delayed beyond the Completion Date, per article 108.09 of the Standard Specifications, as well as any additional damages caused by such delay.

#### **6.5 Terminations and Suspensions Deemed for Convenience**

Any termination or suspension of Contractor's rights under this Contract for an alleged default that is ultimately held unjustified shall automatically be deemed to be a termination or suspension for the convenience of Owner under Section 1.15 of this Contract.

## **ARTICLE VII**

### **LEGAL RELATIONSHIPS AND REQUIREMENTS**

#### **7.1 Binding Effect**

This Contract shall be binding upon Owner and Contractor and upon their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns. Every reference in this Contract to a party shall also be deemed to be a reference to the authorized officers, employees, agents, and representatives of such party.

#### **7.2 Relationship of the Parties**

Contractor shall act as an independent contractor in providing and performing the Work. Nothing in, nor done pursuant to, this Contract shall be construed (1) to create the relationship of principal and agent, partners, or joint venturers between Owner and Contractor or (2) except as provided in Paragraph 6.3(6) above, to create any relationship between Owner and any subcontractor or supplier of Contractor.

#### **7.3 No Collusion/Prohibited Interests**

Contractor hereby represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to Owner prior to the execution of this Contract, and that this Contract is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Contractor has, in procuring this Contract, colluded with any other person, firm, or corporation, then Contractor shall be liable to Owner for all loss or damage that Owner may suffer thereby, and this Contract shall, at Owner's option, be null and void.

Contractor hereby represents and warrants that neither Contractor nor any person affiliated with Contractor or that has an economic interest in Contractor or that has or will have an interest in the Work or will participate, in any manner whatsoever, in the Work is acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism, and neither Contractor nor any person affiliated with Contractor or that has an economic interest in Contractor or that has or will have an interest in the Work or will participate, in any manner whatsoever, in the Work is, directly or indirectly, engaged in, or facilitating, the Work on behalf of any such person, group, entity or nation.

#### **7.4 Assignment**

Contractor shall not (1) assign this Contract in whole or in part, (2) assign any of Contractor's rights or obligations under this Contract, or (3) assign any payment due or to become due under this Contract without the prior express written approval of Owner, which approval may be withheld in the sole and unfettered discretion of Owner; provided, however, that Owner's prior written approval shall not be required for assignments of accounts, as defined in the Illinois Commercial Code, if to do so would violate Section 9-318 of the Illinois

Commercial Code, 810 ILCS 5/9-318. Owner may assign this Contract, in whole or in part, or any or all of its rights or obligations under this Contract, without the consent of Contractor.

**7.5 Confidential Information**

All information supplied by Owner to Contractor for or in connection with this Contract or the Work shall be held confidential by Contractor and shall not, without the prior express written consent of Owner, be used for any purpose other than performance of the Work.

**7.6 No Waiver**

No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, nor any order by Owner for the payment of money, nor any payment for, or use, occupancy, possession, or acceptance of, the whole or any part of the Work by Owner, nor any extension of time granted by Owner, nor any delay by Owner in exercising any right under this Contract, nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, flawed, unsuitable, nonconforming or incomplete Work, equipment, materials, or supplies, nor operate to waive or otherwise diminish the effect of any warranty or representation made by Contractor; or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner.

**7.7 No Third Party Beneficiaries**

No claim as a third party beneficiary under this Contract by any person, firm, or corporation other than Contractor shall be made or be valid against Owner.

**7.8 Notices**

All notices required or permitted to be given under this Contract shall be in writing and shall be deemed received by the addressee thereof when delivered in person on a business day at the address set forth below or on the third business day after being deposited in any main or branch United States post office, for delivery at the address set forth below by properly addressed, postage prepaid, certified or registered mail, return receipt requested.

Notices and communications to Owner shall be addressed to, and delivered at, the following address:

Village of Hinsdale  
19 East Chicago Avenue  
Hinsdale, Illinois 60521  
Attention: VILLAGE CLERK

with a copy to:

Klein, Thorpe, & Jenkins, Ltd.  
Attn: Michael Marrs  
20 N. Wacker Drive, Suite 1660  
Chicago, IL 60606

Notices and communications to Contractor shall be addressed to, and delivered at, the following address:

Denler, Inc.  
20502 S. Cherry Hill Road  
Joliet, IL 60433

The foregoing shall not be deemed to preclude the use of other non-oral means of notification or to invalidate any notice properly given by any such other non-oral means.

By notice complying with the requirements of this Section, Owner and Contractor each shall have the right to change the address or addressee or both for all future notices to it, but no notice of a change of address shall be effective until actually received.

#### **7.9 Governing Laws**

This Contract and the rights of Owner and Contractor under this Contract shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

#### **7.10 Changes in Laws**

Unless otherwise explicitly provided in this Contract, any reference to laws shall include such laws as they may be amended or modified from time to time.

#### **7.11 Compliance with Laws**

Contractor shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Work is 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 Work, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (in furtherance of which, a copy of Owner's ordinance ascertaining the prevailing rate of wages, in effect as of the date of this Contract, has been attached as an Appendix to this Contract; if the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate shall apply to this Contract); any other prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; 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., the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and the Public Works Discrimination Act, 775 ILCS 10/1 et seq.; and any statutes regarding safety or the performance of the Work, including the Illinois Structural Work Act, the Illinois Underground Utility Facilities Damage Prevention Act, and the Occupational Safety and Health Act.

Contractor shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Contractor's, or its subcontractors' or suppliers', performance of, or failure to perform, the Work or any part thereof.

Every provision of law required by law to be inserted into this Contract shall be deemed to be inserted herein.

#### **7.12 Compliance with Patents**

A. Assumption of Costs, Royalties, and Fees. Contractor shall pay or cause to be paid all costs, royalties, and fees arising from the use on, or the incorporation into, the Work, of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions.

B. Effect of Contractor Being Enjoined. Should Contractor be enjoined from furnishing or using any equipment, materials, supplies, tools, appliances, devices, processes, or inventions supplied or required to be supplied or used under this Contract, Contractor shall promptly offer substitute equipment, materials, supplies, tools, appliances, devices, processes, or inventions in lieu thereof, of equal efficiency, quality, suitability, and market value, for review by Owner. If Owner should disapprove the offered substitutes and should elect, in lieu of a substitution, to have supplied, and to retain and use, any such equipment, materials, supplies, tools, appliances, devices, processes, or inventions as may by this Contract be required to be supplied, Contractor shall pay such royalties and secure such valid licenses as may be requisite and necessary for Owner to use such equipment, materials, supplies, tools, appliances, devices, processes, or inventions without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof. Should Contractor neglect or refuse to make any approved substitution promptly, or to pay such royalties and secure such licenses as may be necessary, then Owner shall have the right to make such substitution, or Owner may pay such royalties and secure such licenses and charge the cost thereof against any money due Contractor from Owner or recover the amount thereof from Contractor and its surety or sureties notwithstanding that Final Payment may have been made.

#### **7.13 Time**

The Contract Time is of the essence of this Contract. Except where otherwise stated, references in this Contract to days shall be construed to refer to calendar days.

#### **7.14 Severability**

The provisions of this Contract shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract shall be in any way affected thereby.

#### **7.15 Entire Agreement**

This Contract sets forth the entire agreement of Owner and Contractor with respect to the accomplishment of the Work and the payment of the Contract Price therefor, and there are no other understandings or agreements, oral or written, between Owner and Contractor with respect to the Work and the compensation therefor.

**7.16 Amendments**

No modification, addition, deletion, revision, alteration or other change to this Contract shall be effective unless and until such change is reduced to writing and executed and delivered by Owner and Contractor.

IN WITNESS WHEREOF, Owner and Contractor have caused this Contract to be executed in five original counterparts as of the day and year first written above.

(SEAL)

Attest/Witness:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attest/Witness

By: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF ILLINOIS )

COUNTY OF \_\_\_\_\_ )

SS

**VILLAGE OF HINSDALE**

By: \_\_\_\_\_

Kathleen Gargano  
Village Manager

**Denler, INC.**

By: \_\_\_\_\_

Title: \_\_\_\_\_

CONTRACTOR'S CERTIFICATION

\_\_\_\_\_, being first duly sworn on oath, deposes and states that all statements herein made are made on behalf of Contractor, that this deponent is authorized to make them, and that the statements contained herein are true and correct.

Contractor deposes, states, and certifies that Contractor is not barred from contracting with a unit of state or local government as a result of (i) 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.; or (ii) a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the "Patriot Act") or other statutes, orders, rules, and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Attest/Witness:

Denler, INC.

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and Sworn to

My Commission Expires: \_\_\_\_\_

before me this \_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_

[SEAL]

# ATTACHMENT A

## CALL FOR BIDS

2019-07

### BID DOCUMENTS AND SPECIFICATIONS

## CRACK SEALING AND SEAL COATING SERVICES

FOR THE LOCAL PUBLIC AGENCIES OF:

BURR RIDGE, DARIEN, DOWNERS GROVE, DUPAGE COUNTY, ELMHURST,  
LOMBARD, VILLA PARK, WEST CHICAGO, WHEATON, AND WOODRIDGE



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VILLAGE OF WOODRIDGE  
PUBLIC WORKS DEPARTMENT  
ONE PLAZA DRIVE  
WOODRIDGE, IL 60517  
(630) 719-4753

**W. T. McHale**

**LEGAL NOTICE**

Official notice is hereby given that sealed bids will be received in the Woodridge Village Hall, Five Plaza Drive, Woodridge, IL 60517 until 10:00 a.m. local time on March 21, 2019, and then at said office publicly opened and read aloud for the following:

**BID NO: 2019-07  
BID ON: CRACK SEALING AND SEAL COATING SERVICES FOR  
THE LOCAL PUBLIC AGENCIES OF:**

**BURR RIDGE, DARIEN, DOWNERS GROVE, DUPAGE COUNTY, ELMHURST, LOMBARD, VILLA PARK,  
WEST CHICAGO, WHEATON, AND WOODRIDGE**

Scope of work includes: seal coating, routing of asphalt and concrete pavement cracks, cleaning of routed cracks, provision of crack sealant compound, and installation of the compound within routed and cleaned cracks, to be performed throughout the Local Public Agencies' boundaries.

Plans, specifications and bid forms may be obtained at WOODRIDGE PUBLIC WORKS DEPARTMENT, ONE PLAZA DRIVE, WOODRIDGE, IL 60517, or by calling (630) 719-4753.

All bids shall be accompanied by a Bid Bond, Certified or Cashier's Check made payable to the Village of Woodridge for not less than five percent (5%) of the bid amount.

All work under this contract shall comply with the Prevailing Wage Act of the State of Illinois, 820 ILCS 130/0.01 et seq. and Employment of Illinois Works on Public Works Act (30 ILCS 570/0.01).

Offers may not be withdrawn for a period of ninety (90) days after closing date without the consent of the Village Board.

Any Bid submitted unsealed, unsigned, fax transmissions or received subsequent to the aforementioned date and time, will be disqualified and returned to the bidder.

The Village of Woodridge reserves the right to reject any and all bids or parts thereof, to waive any irregularities or informalities in bid procedures and to award the contract in a manner best serving the interest of the Local Public Agencies.

Dated: March 7, 2019

Village of Woodridge Public Works Department  
One Plaza Drive  
Woodridge, IL 60517

**SUBMISSION INFORMATION**

INVITATION # 2019-07  
BID OPENING DATE: March 21, 2019  
TIME: 10:00 A.M. Local Time  
LOCATION: Village Hall

COPIES: One (1) original & ten (10) copies

**INVITATION TO BID CONTRACTOR INFORMATION**

Company Name: Denler, Inc.  
Address: 20502 S. Cherry Hill Rd.  
City, State, Zip Code: Palmer, IL 60433

**Crack Sealing and Seal Coating Services**  
per the specifications identified herein

**I. BASE BID ITEMS**

**A. CRACK SEALING ASPHALT PAVEMENT**

Item	Est. Qty.	Unit	UNIT PRICE	ANNUAL COST
1 Crack Sealing Asphalt Pavement per the specifications identified herein- Year 1	444,270	LB	\$ <u>1.19</u>	\$ <u>528,681.30</u>
2 Year 2 (optional)	398,100	LB	\$ <u>1.24</u>	\$ <u>493,644.-</u>
3 Year 3 (optional)	430,670	LB	\$ <u>1.30</u>	\$ <u>559,871.-</u>

**B. CRACK AND JOINT SEALING PCC PAVEMENT**

Item	Est. Qty.	Unit	UNIT PRICE	ANNUAL COST
1 Crack and Joint Sealing PCC Pavement per the specifications identified herein- Year 1	3,500	LB	\$ <u>2.40</u>	\$ <u>8400.-</u>
2 Year 2 (optional)	22,657	LB	\$ <u>2.47</u>	\$ <u>55,962.79</u>
3 Year 3 (optional)	3,500	LB	\$ <u>2.55</u>	\$ <u>8925.-</u>

C. FIBER-ASPHALT CRACK SEALING ASPHALT PAVEMENT

Item	Est. Qty.	Unit	UNIT PRICE	ANNUAL COST
1 Fiber-Asphalt Crack Sealing Asphalt Pavement per the specifications identified herein- Year 1	162,880	LB	\$ <u>1.18</u>	\$ <u>192,198.40</u>
2 Year 2 (optional)	185,880	LB	\$ <u>1.22</u>	\$ <u>226,773.60</u>
3 Year 3 (optional)	161,880	LB	\$ <u>1.32</u>	\$ <u>213,681.60</u>

D. SEAL COAT BIKE PATH

Item	Est. Qty.	Unit	UNIT PRICE	ANNUAL COST
1 Seal Coat Bike Path per the specifications identified herein- Year 1	0	SY	\$ <u>.72</u>	\$ <u>0.00</u>
2 Year 2 (optional)	15,100	SY	\$ <u>.67</u>	\$ <u>10,117.-</u>
3 Year 3 (optional)	12,500	SY	\$ <u>.72</u>	\$ <u>9,000.-</u>

E. SEAL COAT PARKING LOT

Item	Est. Qty.	Unit	UNIT PRICE	ANNUAL COST
1 Seal Coat Parking Lot per the specifications identified herein- Year 1	7,646	SY	\$ <u>.93</u>	\$ <u>7,112.64</u>
2 Year 2 (optional)	284,012	SY	\$ <u>.72</u>	\$ <u>204,488.64</u>
3 Year 3 (optional)	21,100	SY	\$ <u>.70</u>	\$ <u>14,770.-</u>

F. PARKING LOT PAINT PAVEMENT MARKING - LINE 4"

Item	Est. Qty.	Unit	UNIT PRICE	ANNUAL COST
1 Parking Lot Paint Pavement Marking - Line 4" per the specifications identified herein- Year 1	1,996	FT	\$ <u>.22</u>	\$ <u>439.12</u>
2 Year 2 (optional)	10,636	FT	\$ <u>.24</u>	\$ <u>2552.64</u>
3 Year 3 (optional)	3,396	FT	\$ <u>.26</u>	\$ <u>882.96</u>

G. PARKING LOT PAINT PAVEMENT MARKING – LETTERS & SYMBOLS

Item	Est. Qty.	Unit	UNIT PRICE	ANNUAL COST
1 Parking Lot Paint Pavement Marking – Letters & Symbols per the specifications identified herein- Year 1	100	SF	\$ <u>3.65</u>	\$ <u>365.-</u>
2 Year 2 (optional)	500	SF	\$ <u>3.80</u>	\$ <u>1900.-</u>
3 Year 3 (optional)	200	SF	\$ <u>3.95</u>	\$ <u>790.-</u>

H. TRAFFIC CONTROL AND PROTECTION- DUPAGE COUNTY

Item	Est. Qty.	Unit	UNIT PRICE	ANNUAL COST
1 Traffic Control and Protection – DuPage County- Year 1	1	LSUM	\$ <u>1000.-</u>	\$ <u>1000.-</u>
2 Year 2 (optional)	1	LSUM	\$ <u>1000.-</u>	\$ <u>1000.-</u>
3 Year 3 (optional)	1	LSUM	\$ <u>1500.-</u>	\$ <u>1500.-</u>

BASE BID – YEAR 1 TOTALS

\$ 738,196.46

I. ANNUAL DISCOUNT IF CONTRACTOR IS ALLOWED TO STORE EQUIPMENT AT LOCAL PUBLIC AGENCY FACILITY

LPA	Will LPA allow storage of equipment overnight at their facility?	Will Contractor utilize space at LPA's facility to store equipment overnight? (Please check)		Annual Discount
Village of Burr Ridge	Yes	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	<u>.5</u> %
City of Darien	Yes	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	<u>.5</u> %
Village of Downers Grove	Yes	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	<u>.5</u> %
DuPage County	No	<input type="checkbox"/>	<input type="checkbox"/>	<u>n/a</u> %
City of Elmhurst	No	<input type="checkbox"/>	<input type="checkbox"/>	<u>n/a</u> %
Village of Lombard	Yes	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	<u>.5</u> %
Village of Villa Park	Yes	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	<u>.5</u> %
City of West Chicago	Yes	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	<u>.5</u> %
City of Wheaton	Yes	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	<u>.5</u> %
Village of Woodridge	No	<input type="checkbox"/>	<input type="checkbox"/>	<u>n/a</u> %

J. ADDITIONAL COSTS TO SEAL COAT PARKING LOT AND PAINT PAVEMENT MARKINGS IF REQUIRED BY LPA TO BE COMPLETED ON A SATURDAY

Item	Unit	ADDITIONAL UNIT PRICE*
1 Seal Coat Parking Lot Parking Lot	SY	\$ <u>.96</u>
2 Paint Pavement Marking - Line 4"	FT	\$ <u>.28</u>
3 Parking Lot Paint Pavement Marking - Letters & Symbols	SF	\$ <u>5.00</u>

\*The additional unit price above is to be added to the corresponding item in Sections E., F., or G. if the LPA requires the Contractor to perform the work on a Saturday.

**BIDS SHALL BE ACCOMPANIED BY BID SECURITY IN AN AMOUNT NOT LESS THAN FIVE PERCENT (5%) OF THE AMOUNT OF THE TOTAL BID.**

**All work under this contract shall comply with the Prevailing Wage Act of the State of Illinois, 820 ILCS 130/0.01 et seq. & the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01).**

**THE SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED**

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown any or all of the items above, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or to accept any request for additional compensation. By signing this bid document, the bidder hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.

Authorized Signature: David J. Denler Company Name: Denler, Inc.  
Typed/Printed Name: David J. Denler Date: 3/12/19  
Title: President Telephone Number: 708 479 5005  
E-mail: ddenler@denlerinc.com

**1. INTENT**

It is the intent of the Village of Burr Ridge (BURR RIDGE), the City of Darien (DARIEN), the Village of Downers Grove (DOWNERS GROVE), the County of DuPage (DUPAGE), the City of Elmhurst (ELMHURST), the Village of Lombard (LOMBARD), the Village of Villa Park (VILLA PARK), the City of West Chicago (WEST CHICAGO), the City of Wheaton (WHEATON), and the Village of Woodridge (WOODRIDGE) (collectively, the "Local Public Agencies (LPAs)") to jointly bid roadway crack sealing and bike path seal coating services and award these services to a single contractor ("Contractor").

Through this joint bid process, the LPAs are presenting an economy of scale to potential bidders, providing them with opportunities for increased revenues as well as reduced costs, which the bidders will in turn extend to the LPAs via lower pricing. The Village of Woodridge is conducting the bidding process on behalf of the LPAs. Each LPA's municipal/county manager or board of trustees/council as the case may be, will have the right to review and independently approve or reject the bid award and execute the Agreement Acceptance.

All work under this contract shall comply with the Prevailing Wage Act of the State of Illinois, 820 ILCS 130/0.01 et seq. and Employment of Illinois Works on Public Works Act (30 ILCS 570/0.01).

**2. BID PRICE**

Please submit pricing for the base bid items, which include year one (1) pricing for all work items.

As optional pricing, the LPAs request fixed pricing for year two (2) and year three (3) for crack sealing asphalt pavement, crack and joint sealing PCC pavement, fiber-asphalt crack sealing, seal coating bike paths and parking lots, and parking lot pavement markings.

The Contractor shall identify the discount for each LPA if equipment staging is allowed at LPA facilities.

The LPAs reserve the right to award in part or in whole, or to not award, whatever is deemed to be in the best interest of the LPA.

**3. SECURITY GUARANTEE**

Each bidder shall submit a Bid Bond, Certified or Cashier's Check in the amount of 5% to the Village of Woodridge to serve as a guarantee that the bidders shall enter into a contract with the LPAs to perform the work identified herein, at the price bid. As soon as the bid prices have been compared, the Village of Woodridge will return the bonds of all except the three lowest responsible and responsive bidders. When the Agreement is executed the bonds of the two remaining unsuccessful bidders will be returned. The bid bond of the successful bidder will be retained until the payment bond and performance bond have been executed and approved, after which it will be returned.

Any bid not complying with the Security requirement will be rejected as non-responsive.

**4. VOLUME/ESTIMATED QUANTITY**

The quantities indicated are estimated quantities. The LPAs do not guarantee any specific amount and shall not be held responsible for any deviation. This contract shall cover the LPA's requirements whether for more or less than the estimated amount.

The LPAs reserve the right to increase and/or decrease quantities, add or delete locations or LPAs during the term of the Agreement, whatever is deemed to be in the best interest of the LPAs.

**5. AWARD**

Award shall be made to the lowest responsive and responsible bidder who best meets the specifications including financial capacity to perform, experience and qualifications performing similar work, and scheduling based upon the evaluation criteria specified herein.

Award shall be made by each LPA on a total lump sum for its portion of the base bid. The LPAs reserve the right to award in part or in whole or not award any portion of the bid, whatever is deemed to be in the best interest of the LPAs. The Village of Woodridge further reserves the right to reject any or all bids.

Each year, the individual LPAs shall award their work to the Contractor independently of each other after having secured permission to do so from their respective corporate authorities. Work shall proceed in an individual LPA per its scheduling with the Contractor regardless of whether all of the LPAs' corporate authorities have approved their awards to the Contractor for their respective work by the individual LPA's scheduled start date.

**6. TERM**

The Agreement shall be in effect for one (1) year from date of award. The LPA reserves the right to renew the Agreement for two (2) additional one (1) year terms, subject to acceptable performance by the Contractor and price identified herein. At the end of any contract term, the LPA reserves the right to extend this contract for a period of up to ninety (90) days for the purpose of getting a new contract in place.

Work in each LPA shall begin in spring/summer 2019, pending approval by its corporate authorities. Upon each renewal, the Contractor shall provide services for the LPAs per the schedule that each LPA coordinates with the Contractor.

The Contractor will begin services for the LPAs in spring/summer of each year, and will complete these services by September 30 of each year. The completion date may be extended for an LPA upon mutual written consent by the LPA and the Contractor.

For any year beyond the initial year, this contract shall be contingent upon the appropriation of sufficient funds; no charges shall be assessed for failure of an LPA to appropriate funds in future contract years.

**7. CONTRACT BONDS**

The successful Contractor shall furnish within ten (10) calendar days after being notified of the acceptance of bid:

- 8.1 A performance bond satisfactory to each LPA, executed by a surety company authorized to do business in the State of Illinois, in an amount equal to 100 percent (100%) of the purchase order issued by each LPA as security for the faithful performance of the LPA's contract; and
- 8.2 A payment bond satisfactory to each LPA, executed by a surety company authorized to do business in the State of Illinois, for the protection of all persons supplying labor and materials to the Contractor or Subcontractors for the performance of work provided for in the contract, in an amount equal to 100 percent (100%) of the purchase order issued by each LPA.
- 8.3 Documents required by this section must be received and approved by the LPA before a written contract will be issued.

All bonds must be from companies having a rating of at least A-minus and of a class size of at least X as determined by A.M. Best Ratings.

**8. MODIFICATIONS**

Bidders shall be allowed to modify/withdraw their bids prior to opening. Once bids have been received and opened no modifications shall be permitted without the approval of each of the LPA's Corporate Authorities.

**9. CONTACT WITH LPA PERSONNEL**

All bidders are prohibited from making any contact with the respective LPAs' Presidents/Mayors, Trustees, Council Members, or any other official or employee of the LPAs (collectively, "LPAs Personnel") with regard to the call for bids, other than in the manner and to the person(s) designated herein. The respective City/Village/County Manager or Administrator reserves the right to disqualify any bidder found to have contacted LPA Personnel in any manner with regard to the call for bids. Additionally, if the Manager or Administrator determines that the contact with LPA Personnel was in violation of any provision of 720 ILCS 5/33E, the matter will be turned over to the DuPage County State's Attorney for review and prosecution.

**10. 11. DISCLOSURES AND POTENTIAL CONFLICTS OF INTEREST (30 ILCS 500/50-35)**

Each LPA's Code of Ethics prohibits public officials or employees from performing or participating in an official act or action with regard to a transaction in which he has or knows he will thereafter acquire an interest for profit, without full public disclosure of such interest. This disclosure requirement extends to the spouse, children and grandchildren, and their spouses, parents and the parents of a spouse, and brothers and sisters and their spouses.

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

The Village of Woodridge requires all bidders to submit a certification, enclosed with this bid packet, indicating that the bidder has conducted the appropriate investigation and disclosed all potential or actual conflicts of interest.

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

**11. DOCUMENT OBTAINED FOR OTHER SOURCES**

The Village of Woodridge is the only official source for bid packages and supporting materials. Registration with the Village of Woodridge is the only way to ensure bidders receive all addenda and other notices concerning this project. The Village of Woodridge cannot ensure that bidders who obtain bid packages from sources other than the Village of Woodridge will receive addenda and other notices. All bidders are advised that bids that do not conform to the requirements of this bid package, including compliance with and attachment of all addenda and other notices, may, at the LPAs' discretion, be rejected as non-responsive and/or their bid disqualified. In such cases, the Village of Woodridge will NOT re-release the project absent extraordinary circumstances.

**12. PREVAILING WAGE**

Contractor agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed under this Contract. Contractor agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this Contract or related subcontract. For applicable rates, go to the State of Illinois – Department of Labor website ([www.state.il.us/agency/idol/rates/rates.HTM](http://www.state.il.us/agency/idol/rates/rates.HTM)) and use the most current DuPage County rate. The Department revises the prevailing wage rates and the Contractor or subcontractor has an obligation to check the Department's website for revisions to prevailing wage rates throughout the duration of this Contract.

Contractor and each subcontractor shall keep or cause to be kept accurate records of all laborers, mechanics and other workers employed by them on the public works project, which records must include each worker's name, address, telephone number when available, social security number, classification, hourly wage paid (including itemized hourly cash and fringe benefits paid in each pay period), number of hours worked each day, and the starting and ending times of work each day. These records shall be open to inspection at all reasonable hours by any representative of the LPA or the Illinois Department of Labor and must be preserved for five (5) years from the date of the last payment on the public work.

Since this is a contract for a public works project, as defined in 820 ILCS 130/2, Contractor agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed.

In the event that this is a construction project where Motor Fuel tax monies or state grant monies are used in the

construction, maintenance and extension of LPA streets, traffic control signals, street lighting systems, storm sewers, pedestrian subways or overhead crossings, sidewalks and off-street parking facilities, and the like, the LPA will require an Apprenticeship and Training Certification, attached after the Bidder's Certification.

Any bond furnished as security for performance shall include a provision as will guarantee faithful performance of the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq.

Effective January 1, 2006, penalties for violations for the Prevailing Wage Act will increase from 20% to 50% of the underpaid amounts for second or subsequent violations. An additional penalty of 5% of the underpayment penalty must be paid to workers each month the wages remain unpaid (put from the current 2% penalty).

For violations that occur after January 1, 2006, the debarment period – during which contracts are ineligible for public works contracts – increases from 2 years to 4 years if two notices of violation are issued/serious violation occur within a 5-year period. In addition, a new monetary penalty of \$5,000 may be assessed against contractors who retaliate against employees who report violations or file complaints under the Prevailing Wage Act.

**13. 14. CERTIFIED PAYROLL REQUIREMENTS (Public Act 94-0515)**

Since this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, any and all contractors and subcontractors shall submit certified payroll records to the LPA no later than the tenth (10<sup>th</sup>) day of each calendar month for the immediately preceding month in which construction on a public works project has occurred. WITHOUT THIS PAPERWORK, NO INVOICE SHALL BE PAID BY THE LPA. Contractors and subcontractors must also submit a statement affirming that the records are true and accurate, that the wages paid to each worker are not less than the prevailing rate, and that the contractor and subcontractor are aware that filing false records is a Class A misdemeanor. The records must include the name, address, telephone number, social security number, job classification, hours of work, hourly rate, and start and end time of work each day for every worker employed on the public work. The LPA reserves the right to check the pay stubs of the workers on the job. The LPA further cautions that payment for any services rendered pursuant to this Contract may be predicated upon receipt of said records.

**14. EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT (30 ILCS 570/)**

Pursuant to 30 ILCS 570/, any month immediately following 2 consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5% as measured by the United States Department of Labor, the Contractor shall employ at least 90% Illinois laborers on this project unless Illinois laborers are not available, or are incapable of performing the particular type of work involved, which the contractor must certify with the LPA.

**15. ILLINOIS HUMAN RIGHTS ACT (775 ILCS 5/)**

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

**16. WAIVER OF WORKERS COMPENSATION/OCCUPATIONAL DISEASE EXPENSE REIMBURSEMENT**

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

**17. BIDDER QUALIFICATIONS AND EVALUATION CRITERIA**

The Bidders must be qualified Contractors and demonstrate the capability to provide services required in accordance with the bid specifications. This would include but may not be limited to:

- Bid pricing
- Compliance with specifications
- Previous LPA Experience
- Submittal compliance
- References
- Not currently suspended from participation in any Local, State or Federal Projects

## 18. AFFIDAVITS

The following affidavits included in these contract documents must be executed and submitted with the bid:

- A) References
- B) Disqualification of Certain Bidders
- C) Affidavit/Anti-collusion
- D) Conflict of Interest Form
- E) Tax Compliance
- F) Identification of Subcontractors
- G) Participation Affidavit
- H) Campaign Disclosure Certificate

For DuPage County, an affidavit must be executed and submitted upon the completion of the project before final payment is processed.

## 19. SUBCONTRACTORS

If any Bidder submitting a bid intends on subcontracting out all or any portion of the engagement, that fact, and the name of the proposed subcontracting firm(s) must be clearly disclosed in the bid on the form provided herein (use additional sheets if necessary).

In the event the Contractor requires a change of the subcontractor(s) identified, a written request from the Contractor and a written approval from the LPA is required.

Notwithstanding written consent to subcontract approved by the LPAs, the Contractor shall perform with the Contractor's own organization, work amounting to not less than fifty (50%) percent of the total contract cost, and with materials purchased or produced by the Contractor.

The subcontracting, if any, shall be done by the Contractor in accordance with applicable Article 108.01 of the IDOT Standard Specifications.

**Failure to identify subcontractors could result in disqualification.**

## 20. SILENCE OF SPECIFICATIONS

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

## 21. UNBALANCED BIDS

Any bid which is materially unbalanced as to prices for the Base Bid and/or Optional Bid Items may be rejected. An unbalanced bid is one which is based on the prices significantly less than the cost for some work and/or prices which are significantly overstated for other work.

The Village of Woodridge will review all unit prices submitted by the apparently lowest responsible and responsive bidder and will decide whether any of the unit prices are excessively above or below a reasonable cost analysis value determined by the LPAs.

In the event any unit prices are determined to be unbalanced and contrary to the interest of the LPAs for the base bid (year one), years two (2) and/or three (3), the LPAs reserve the right to reject such bid at the discretion of the LPA.

## 22. OMISSIONS/HIDDEN CONDITIONS

The drawings and specifications are intended to include all work and materials necessary for completion of the work. Any incidental item of material, labor, or detail required for the proper execution and completion of the work and omitted from either the drawings or specifications or both, but obviously required by governing codes, federal or state laws, local regulations, trade practices, operational functions, and good workmanship, shall be provided as a part of the contract work at no additional cost to the LPAs, even though not specifically detailed or mentioned.

## 23. ADDITIONAL INFORMATION

Should the bidder require additional information about this bid, submit questions via email to: Brandon Tonarelli [btinarelli@vil.woodridge.il.us](mailto:btinarelli@vil.woodridge.il.us). Questions must be submitted no later than 4:00 p.m. on March 15, 2019.

ANY and ALL changes to these specifications are valid only if they are included by written Addendum to All Bidders. No interpretation of the meaning of the plans, specifications or other contract documents will be made orally. Failure of any bidder to receive any such addendum or interpretation shall not relieve the bidder from obligation under this bid as submitted. All addenda so issued shall become part of the bid documents. Failure to request an interpretation constitutes a waiver to later claim that ambiguities or misunderstandings caused a bidder to improperly submit a bid.

**24. CAMPAIGN DISCLOSURE –Please note this Section on Campaign Disclosures shall be specific to and shall only apply to the Village of Downers Grove.**

- 24.1 Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate, attached hereto.
- 24.2 The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.
- 24.3 Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.
- 24.4 By signing the bid documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

**25. RESERVATION OF RIGHTS**

Each LPA reserves the right to accept the Bidder's Proposal that is, in their judgement, the best and most favorable to the interests of the LPA and the public; to reject the low price proposal; to accept any item to any Bidder's Proposal; to reject any and all Bidder's Proposals; to accept and incorporate corrections, clarifications or modifications following the opening of the Bidder's Proposals when to do so would not, in LPA's opinion, prejudice the bidding process or create any improper advantage to any Bidder; and to waive irregularities and informalities in the bidding process or in any Bidder's Proposal submitted; provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defects or informalities, and Bidders should not rely upon, or anticipate, such waivers in submitting the Bidder's Proposals. The enforcement of this Reservation of Rights by one or more of the LPAs shall not be considered an alteration of the bids.

**26. TOXIC SUBSTANCES DISCLOSURES**

All bidders must comply with the requirements of the Toxic Substance Disclosure to Employees Act, for any materials, supplies, and equipment covered by said Act.

**27. RESPONSIVE BID**

- 27.1 A "Responsive Bid" is defined as a "bid which conforms in all material respects to the requirements set forth in the invitation for bids." Bidders are hereby notified that any exceptions to the requirements of this bid may be cause for rejection of the bid.
- 27.2 Bidders shall promptly notify the Village of Woodridge of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents. Interpretations, corrections and changes will be made by addendum. Each bidder shall ascertain prior to submitting a bid that all addenda have been received and acknowledged in the bid.

**28. JOINT PURCHASING/PURCHASING EXTENSION**

The purchase of goods and services pursuant to the terms of this Agreement shall also be offered for purchases to be made by the LPAs, as authorized by the Governmental Joint Purchasing Act, 30 ILCS 525/0.01, et seq. (the "Act"). All purchases and payments made under the Act shall be made directly by and between each LPA and the successful bidder. The bidder agrees that the Village of Woodridge shall not be responsible in any way for purchase orders or payments made by the other LPAs. The bidder further agrees that all terms and conditions of this Agreement shall continue in full force and effect as to the other LPAs during the extended term of this Agreement.

Bidder and the other LPAs may negotiate such other and further terms and conditions to this Agreement ("Other Terms") as individual projects may require. In order to be effective, Other Terms shall be reduced to writing and signed by a duly authorized representative of both the successful bidder and the other LPA.

The bidder shall provide the other LPAs with all documentation as required in the bid, and as otherwise required by the LPA, including, but not limited to:

- 100% performance and payment bonds for the project awarded by other LPAs
- Certificate of insurance naming each additional LPA as an additional insured
- Certified payrolls to each additional LPA for work performed

## 29. INSURANCE

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

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

29.2 **Employers Liability** covering all liability of contractor as employer, with limits not less than: \$1,000,000 per injury – per occurrence; \$500,000 per disease – per employee; and \$1,000,000 per disease – policy limit.

29.3 **Comprehensive General Liability** in a broad form on an occurrence basis, to include but not be limited to, coverage for the following where exposure exists; Premises/Operations, Contractual Liability, Products/Completed Operations for 2 years following final payment, Independent Contractor's coverage to respond to claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees as well as claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the contractor, or (2) by another person and claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use there from; Broad Form Property Damage Endorsement; Railroad exclusions shall be deleted if any part of the project is within 50 feet of any railroad track

General Aggregate Limit	\$2,000,000
Each Occurrence Limit	\$1,000,000

29.4 **Automobile Liability Insurance** shall be maintained to respond to claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle. This policy shall be written to cover any auto whether owned, leased, hired, or borrowed.

Each Occurrence Limit	\$1,000,000
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29.5 **Umbrella Coverage** in the sum of \$2,000,000 shall be provided and shall apply over all liability policies, without exception, including but not limited to Commercial General Liability, Automobile Liability, and Employers' Liability.

29.6 Contractor agrees that with respect to the above required insurance:

29.6.1 The CGL policy shall be endorsed for the general aggregate to apply on a "per project" basis;

29.6.2 To provide separate endorsements: to name each LPA as additional insured as their interest may appear, and; to provide thirty (30) days notice, in writing, of cancellation or material change.

29.6.3 The Contractor's insurance shall be primary in the event of a claim.

29.6.4 Each LPA shall be provided with Certificates of Insurance and endorsements evidencing the above required insurance, prior to commencement of this Contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least thirty (30) days prior to the expiration of cancellation of any such policies.

29.6.5 A **Certificate of Insurance** that states each LPA has been endorsed as an "additional insured" by the Contractor's **insurance carrier**. Specifically, this Certificate **must** include the following language: "The (LPA's name inserted), and their respective elected and appointed officials, employees, agents,

consultants, attorneys and representatives, are, and have been endorsed, as an additional insured under the above referenced policy number \_\_\_\_\_ on a primary and non-contributory basis for general liability and automobile liability coverage for the duration of the contract term."

29.7 **Failure to Comply:** In the event the Contractor fails to obtain or maintain any insurance coverage required under this agreement, each LPA may purchase such insurance coverages and charge the expense thereof to the Contractor.

**30. HOLD HARMLESS**

The Contractor agrees to indemnify, save harmless and defend the Village of Burr Ridge, the City of Darien, the Village of Downers Grove, the County of DuPage, the Village of Lombard, the Village of Villa Park, the City of West Chicago, the City of Wheaton, and the Village of Woodridge, and their respective elected and appointed officials, employees, agents, consultants, attorneys and representatives and each of them against and hold it and them harmless from any and all lawsuits, claims, injuries, demands, liabilities, losses, and expenses; including court costs and attorney's fees for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of, or in connection with the work covered by this Contract. The foregoing indemnity shall apply except if such injury is caused directly by the willful and wanton conduct of LPAs, its agents, servants, or employees or any other person indemnified hereafter. The obligations of the Contractor under this provision shall not be limited by the limits of any applicable insurance required of the Contractor.

**31. CHANGE IN STATUS**

The Contractor shall notify each LPA immediately of any change in its status resulting from any of the following: (a) Contractor is acquired by another party; (b) change in greater than 5% ownership interest; (c) Contractor becomes insolvent; (d) Contractor, voluntarily or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act; (e) Contractor ceases to conduct its operations in the normal course of business. The LPAs shall have the option to terminate its agreement with the Contractor immediately on written notice based on any such change in status.

**32. CHANGE ORDERS**

The LPAs believe that the project is fully defined in the Contract Documents and that Change orders will not be necessary. However, in the event that a Change Order is required, the Contractor shall review the scope of work to be performed under the contract to suggest alternatives that can be implemented to offset the cost increase of any necessary changes without sacrificing the quality and/or scope of the contract specifications. All Change Orders and alternative suggestions must be approved by the LPA prior to execution.

32.1 Change Orders shall comply with 720 ILCS 5/33E-9.

32.2 Detailed written Requests for Change Orders must be submitted to the LPA's Representative on the form provided by the LPA. (Request furnished in any other format or lacking sufficient information will be rejected). In order to facilitate checking of quotations for extras or credits, all requests for change orders shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Where major cost items are Subcontracts, they shall also be itemized. Requests will be reviewed by the affected LPA's Purchasing Manager or other authorized agent.

32.3 Each written Request for a Change Order must be accompanied by written suggestions where costs can be reduced to offset the Change Order increase requested or a written certification stating that the Contractor has reviewed the work to be performed and cannot identify areas where costs can be reduced.

32.4 A written Change Order must be issued by the affected LPA's Purchasing Manager or other authorized agent prior to commencing any additional work covered by such order. Work performed without proper authorization shall be the Contractor's sole risk and expense.

**33. INVOICES, PAYMENTS, AND QUANTITIES**

The Contractor shall submit invoices for each LPA detailing the services provided directly to the respective LPA. All services shall be invoiced based on unit pricing and quantities used. The LPAs shall only pay for quantities used or ordered. Quantities may be adjusted up or down based on the needs of the LPAs. Payment shall be made in accordance with the Local Government Prompt Payment Act.

The Contractor shall be responsible for paying its subcontractors. The Contractor's subcontractors shall not invoice the LPA, nor shall an LPA pay the Contractor's subcontractors directly.

No payment, final or otherwise, shall release the Contractor or its subcontractors from any of the requirements or obligations set forth in this Agreement.

Invoices shall be delivered to:

**Village of Burr Ridge**  
David Preissig, P.E.  
Director of Public Works  
451 Commerce Street  
Burr Ridge, IL 60527

**City of Darien**  
Dan Gombac  
1702 Plainfield Rd  
Darien, IL 60561

**Village of Downers Grove**  
John Welch  
5101 Walnut Ave  
Downers Grove, IL 60515

**County of DuPage**  
Division of Transportation  
Christopher C. Snyder, P.E.  
Director of Transportation  
Attn: Steven Mlynarczyk  
421 N County Farm Rd.  
Wheaton, IL 60167

**City of Elmhurst**  
Kim McGrew, P.E.  
209 North York Street  
Elmhurst, IL 60126

**Village of Lombard**  
Tom Dixon  
1051 S. Hammerschmidt Ave  
Lombard, IL 60148

**Village of Villa Park**  
Public Works Department  
Attn: Kevin Mantels  
20 South Ardmore Ave  
Villa Park, IL 60181

**City of West Chicago**  
Robert E. Flatter, P.E.  
Director of Public Works  
475 Main Street  
West Chicago, IL 60185

**City of Wheaton**  
Attn: Mike Wakefield  
303 West Wesley  
PO Box 727  
Wheaton, IL 60187

**Village of Woodridge**  
Brandon Tonarelli, P.E.  
Public Works Department  
1 Plaza Drive  
Woodridge, IL 60517

**34. PRECEDENCE**

Where there appears to be variances or conflicts, the following order of precedence shall prevail: The Village of Woodridge Call for Bids General Terms & Specifications and the Contractor's Bid Response.

**35. JURISDICTION, VENUE, CHOICE OF LAW**

This contract shall be governed by and construed according to the laws of the State of Illinois. Jurisdiction and venue shall be exclusively found in 18th Judicial Circuit Court of DuPage County.

**36. NON-ENFORCEMENT BY THE LPAS**

The Contractor shall not be excused from complying with any of the requirements of this Contract because of any failure on the part of the LPA, on any one or more occasions, to insist on the Contractor's performance or to seek the Contractor's compliance with any one or more of said terms or conditions.

**37. INDEPENDENT CONTRACTOR**

The Contractor is an independent contractor and no employee or agent of the Contractor shall be deemed for any reason to be an employee or agent of the LPA.

**38. TERMINATION**

Each LPA reserves the right to terminate this contract, or any part of this contract, upon ten (10) days written notice. In case of such termination, the Contractor(s) shall be entitled to receive payment from the LPAs for work completed to date in accordance with the terms and conditions of this contract. In the event that this Contract is terminated due to Contractor's default, the LPAs shall be entitled to purchase substitute items and/or services elsewhere and charge the Contractor with any or all losses incurred, including attorney's fees and expenses.

**39. NON APPROPRIATIONS**

The LPA reserve the right to terminate their respective part of this contract or to reject bids, in the event that sufficient funds to complete the contract are not appropriated by the either Village Board of Trustees or City Council or County Board of the affected LPA.

**40. LPA CONTRACTOR'S LICENSE**

The bidder to which the contract is awarded (including subcontractors), prior to commencing any work, must have a valid Contractor's License or other required license on-file with the LPA in which the work is performed.

#### 41. AUDIT/ACCESS TO RECORDS

- A) The contractor shall maintain books, records, documents and other evidence directly pertinent to performance of the work under this agreement consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards. The contractor shall also maintain the financial information and data used by the contractor in the preparation or support of any cost submissions required under this subsection, (Negotiation of Contract Amendments, Change Orders) and a copy of the cost summary submitted to the LPA. The LPA or any of its duly authorized representatives shall have access to the books, records, documents, and other evidence for purposes of inspection, audit, and copying. The contractor will provide facilities for such access and inspection.
- B) If this contract is a formally advertised, competitively awarded, fixed price contract, the contractor agrees to include access to records as specified above. This requirement is applicable to all negotiated change orders and contract amendments in excess of \$25,000, which affect the contract price. In the case of all other prime contracts, the contractor also agrees to include access to records as specified above in all its contracts and all tier subcontracts or change orders thereto directly related to project performance, which are in excess of \$25,000. For Village of Lombard, in excess of \$20,000.
- C) Audits conducted pursuant to this provision shall be consistent with generally accepted auditing standards in accordance with the American Institute of Public Accountants Professional Standards.
- D) The contractor agrees to the disclosure of all information and reports resulting from access to records pursuant to the subsection above. Where the audit concerns the contractor, the auditing agency will afford the contractor an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.
- E) Records under the subsections above shall be maintained and made available during performance of the work under this agreement and until three years from the date of final audit for the project. In addition, those records which relate to any dispute or litigation or the settlement of claims arising out of such performance, costs or items to which an audit exception has been taken, shall be maintained and made available for three years after the date of resolution of such dispute, appeal, litigation, claim or exception.
- F) The right of access conferred by this clause will generally be exercised (with respect to financial records) under:
  - i. negotiated prime contractors;
  - ii. negotiated change orders or contract amendments in excess of \$25,000 (Village of Lombard \$20,000) affecting the price of any formally advertised, competitively awarded, fixed price contract; and
  - iii. subcontracts or purchase orders under any contract other than a formally advertised, competitively awarded, fixed price contract.
- G) This right of access will generally not be exercised with respect to a prime contract, subcontract, or purchase order awarded after effective price competition. In any event, the right of access shall be exercised under any type of contract or subcontract:
  - i. with respect to records pertaining directly to contract performance, excluding any financial records of the contractor; and
  - ii. if there is any indication that fraud, gross abuse, or corrupt practices may be involved.

#### 42. GUARANTEE

Contractor shall guarantee all work performed under this contract for a period of one (1) year. Said guarantee period shall begin upon final acceptance of all improvements by the LPA.

#### 43. COMPLIANCE WITH FREEDOM OF INFORMATION ACT

The LPA is required by law to comply with the provisions of the Freedom of Information Act, 5 ILCS 140/1 et seq., as amended from time to time ("Act"). The Act requires the LPA to provide, if requested to do so by any person, copies of documents that may be in your possession and related to this contract. As a condition of this contract, Contractor agrees to and shall provide to the LPA copies of any and all such documents when directed to do so by the LPA. All such documents shall be delivered to the LPA Clerk's Office no later than five (5) working days after the date of the LPA's direction to provide such documents. Failure of the Contractor to provide documents within said five (5) working days as provided above shall result in the assessment of any and all penalties, damages, and/or costs incurred by the LPA to the Contractor which shall be paid immediately by the Contractor upon demand of the same by the LPA.

**44. COMPETENCY OF BIDDER**

If requested in writing by a Government Agency, the Bidder must present within three (3) working days, satisfactory evidence of its ability and possession of the necessary facilities, experience, financial resources and adequate insurance to comply with the terms of the Contract Documents.

Additionally, bidders shall provide, at a minimum, five (5) references that indicate the bidder's ability to successfully perform similar work on the form identified herein.

**45. NOTICE TO PROCEED**

No work shall be undertaken prior to contract approval by the Contractor and the LPA and the issuance of LPA purchase order. For DuPage County, a Notice to Proceed is required.

**46. SAFETY OF PERSONS**

Contractor shall comply with all applicable federal, state, and local safety laws, regulations and codes. Contractor shall be in charge of, and responsible for, maintaining the site and performing the Work, so as to prevent accidents or injury to persons on, about, or adjacent to the site where the Work is being performed. Contractor shall maintain and implement, and ensure that all Subcontractors maintain and implement, an appropriate safety/loss prevention program for the protection of the life and health of employees and persons nearby. Contractor is fully responsible and assumes liability for the failure of Subcontractors to comply with the requirements herein.

**47. ADDITIONAL SAFETY STANDARDS**

CONTRACTOR shall perform all Work in compliance with all applicable Federal, State and local laws and regulations, including but not limited to, the following:

All equipment used under this contract shall be maintained in good operating condition and be appropriately licensed and inspected by the State of Illinois.

Any hazardous work practice(s) being conducted as determined by the ENGINEER shall be immediately discontinued by the CONTRACTOR upon receipt of either written or verbal notice by the ENGINEER to discontinue such practice(s). The CONTRACTOR shall not continue any work which it considers dangerous and shall immediately notify the ENGINEER if such is the case.

**OSHA STANDARDS**

Contractor shall read and comply with all applicable Occupational Safety and Health Act (OSHA) standards. Special attention is directed to the Congressional Federal Register, Volume 58, Number 9, Thursday, January 14, 1993, Part 1910 (Permit Required Confined Spaces for General Industry.) Equipment supplied to the LPA must comply with all requirements and standards as specified by the OSHA. Items not meeting any OSHA specifications will be refused.

**48. PERMITS**

The Contractor is responsible for obtaining all permits needed for working in the municipality, county, state, or railroad rights-of-way. This includes any permit for the movement of overweight or oversize vehicles. The cost for obtaining permits is incidental to the contract.

**50. VENDOR ETHICS DISCLOSURE STATEMENT—Please note this Section on Vendor Ethics Disclosure Statement shall be specific to and shall only apply to DuPage County.**

Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to DuPage County shall be required to submit with its bid submission, an executed Required Vendor Ethics Disclosure Statement, attached hereto.

## **LABOR STATUTES, RECORDS AND RATES**

### **CONSTRUCTION CONTRACTS**

for

**LOCAL PUBLIC AGENCIES - STATE OF ILLINOIS**

**MARCH 2019**

All Contractors shall familiarize themselves with all provisions of all Acts referred to herein and in addition shall make an investigation of labor conditions and all negotiated labor agreements which may exist or are contemplated at this time. Nothing in the Acts referred to herein shall be construed to prohibit the payment of more than the prevailing wage scale.

In the employment and use of labor, the Contractor and any subcontractor of the Contractor shall conform to all Illinois Constitutional and statutory requirements including, but not limited to, the following:

- 1.0 Equal Employment Opportunity:
  - 1.1 Illinois Constitution, Article I, Section 17, which provides: "All persons shall have the right to be free from discrimination on the basis of race, color, creed, national ancestry and sex in the hiring and promotion practices of any employer or in the sale or rental of property."
  - 1.2 Illinois Constitution, Article I, Section 18, which provides: "The equal protection of the laws shall not be denied or abridged on account of sex by the state of its units of local government and school districts."
  - 1.3 The Public Works Employment Discrimination Act, 775 ILCS 10/1, provides in substance that no person may be refused or denied employment by reason of unlawful discrimination, nor may any person be subjected to unlawful discrimination in any manner in connection with contracting for or performance of any work or service of "any kind by, for, on behalf of, or for the benefit of the State, or of any department, bureau, commission, board or other political subdivision or agency thereof."
  - 1.4 Contractor shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), which is incorporated herein by reference. Furthermore, the Contractor shall comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended.
- 2.0 The Veterans Preference Act, 330 ILCS 55/1, provides: "In the employment and appointment to fill positions in the construction, addition to, or alteration of all public works undertaken or contracted for by the State, or any of its political subdivisions thereof, preference shall be given to persons who have been members of the Armed Forces of the United States...in times of hostilities with a foreign country..."
- 3.0 The Servicemen's Employment Tenure Act, as amended, 330 ILCS 60/2, "safeguarding the employment and the rights and privileges inhering in the employment contract, of servicemen."
- 4.0 The Prevailing Wage Act, 820 ILCS 130/0.01 et seq., provides: "It is the policy of the State of Illinois that a wage of no less than the general prevailing hourly rate as paid for work of a similar character in the locality in which the work is performed, shall be paid to all laborers, workers and mechanics employed by or on behalf of any and all public bodies engaged in public works." The current Schedule of Prevailing Wages for DuPage County must be prominently posted at the project site by the Contractor.
  - 4.1 The Prevailing Wage Act, 820 ILCS 130/4, provides: "All bid specifications shall list the specified rates to all laborers, workers and mechanics in the locality for each craft or type of worker or mechanic needed to execute the contract. If the Department of Labor revises the prevailing rate of hourly wages to be paid by the public body, the revised rate shall apply to such contract, and the public body shall be responsible to notify the Contractor and each subcontractor of the revised rate."
    - 4.1.1 The LPA shall notify the Contractor of any revised rates as determined by the Department of Labor and as received by the LPA. It shall be the responsibility and liability of the Contractor to promptly notify each and every subcontractor of said revised rates.

- 4.1.2 Unless otherwise specified in the Contract Documents, the Contractor shall assume all risks and responsibility for any changes to the prevailing hourly wage which may occur during the Contract Time. A revision to the prevailing rate of hourly wages shall not be cause for any adjustment in the Contract Sum.
- 4.2 The Prevailing Wage Act, 820 ILCS 130/5 provides that the Contractor and each Sub Contractor shall, "submit monthly, in person, by mail or electronically a certified payroll to the public body in charge of the project."
- 4.2.1 The Contractor shall submit to the LPA by the fifteenth day, monthly, a certified payroll list including all workers, laborers and mechanics employed by the Contractor and each of the Sub Contractors.
- 4.2.2 The certified payroll records shall include each worker's name, address, telephone number, social security number, classification, number of hours worked each day, the hourly wage and starting and ending times each day.
- 4.2.3 Included with the payroll records, the Contractor and each Sub Contractor shall attest, in writing, to the veracity and accuracy of the records and that the hourly rate paid is not less than the general prevailing wages required.
- 5.0 The Child Labor Law, as amended, 820 ILCS 205/1, which provides: "No minor under 16 years of age...at any time shall be employed, permitted or suffered to work in any gainful occupation...in any type of construction work within this state."
- 6.0. **DRUG FREE WORK PLACE**
- 6.1 Contractor, as a party to a public contract, certifies and agrees that it will provide a drug free workplace by:
- 6.1.1 Publishing a statement:
- (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Village's or Contractor's workplace.
  - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
  - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
    - (A) abide by the terms of the statement; and
    - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- 6.1.2 Establishing a drug free awareness program to inform employees about:
- (1) the dangers of drug abuse in the workplace;
  - (2) the Village's or Contractor's policy of maintaining a drug free workplace;
  - (3) any available drug counseling, rehabilitation and employee assistance programs;
  - (4) the penalties that may be imposed upon employees for drug violations.
- 6.1.3 Providing a copy of the statement required by subparagraph 1.1 to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- 6.1.4 Notifying the contracting or granting agency within ten (10) days after receiving notice under part (3)(B) of subparagraph 1.1 above from an employee or otherwise receiving actual notice of such conviction.
- 6.1.5 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.
- 6.1.8 Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- 6.1.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

**7.0 SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT**

- 7.1 In the event this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, Contractor agrees to comply with the Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 *et seq.*, and further agrees that all of its subcontractors shall comply with such Act..

As required by the Act, Contractor agrees that it will file with the Village prior to commencing work its written substance abuse prevention program and/or that of its subcontractor(s) which meet or exceed the requirements of the Act.

**8.0 PATRIOT ACT COMPLIANCE**

- 8.1 The Contractor represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Contractor further represents and warrants to the Village that the it and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Contractor hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.

The Contractor will include verbatim or by reference the provisions contained herein in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. The Contractor will be liable for compliance with these provisions by such subcontractors.

The Contractor and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by him in connection with the contract. This record shall be open at all reasonable hours for inspection by any representative of the LPA or the Illinois Department of Labor and must be preserved for five (5) years following completion of the contract.

The current Prevailing Wages Rates for DuPage County can be found at:

<http://www.state.il.us/agency/idol/rates/rates.HTM>

**1. SCOPE OF WORK**

The Village of Woodridge requests bids for roadway crack sealing and bike path and parking lot seal coating services, which will include routing of asphalt and concrete pavement cracks, cleaning of routed cracks, provision of crack sealant compound, installation of the compound within routed and cleaned cracks, and seal coating of bike paths and parking lots, to be performed throughout the Village of Burr Ridge (BURR RIDGE), the City of Darien (DARIEN), the Village of Downers Grove (DOWNERS GROVE), the County of DuPage (DUPAGE), the City of Elmhurst (ELMHURST), the Village of Lombard (LOMBARD), the Village of Villa Park (VILLA PARK), the City of Wheaton (WHEATON), the City of West Chicago (WEST CHICAGO), and the Village of Woodridge (WOODRIDGE) (collectively, the "Local Public Agencies (LPAs)"). The successful bidder ("Contractor") will provide seal coating per the Illinois Department of Transportation (IDOT) specifications offered in section 403 of its "Standard Specifications for Road and Bridge Construction (Adopted April 1, 2016) - Supplemental Specifications and Recurring Special Provisions (Adopted January 1, 2019), as amended by the attached Appendix A, as well as crack sealing services (i.e., crack routing, crack cleaning, and crack filling) per the Illinois Department of Transportation (IDOT) specifications offered in sections 451 and 452 of its "Standard Specifications for Road and Bridge Construction (Adopted April 1, 2016) - Supplemental Specifications and Recurring Special Provisions (Adopted January 1, 2019), as amended by the attached Appendix A.

**2. PROJECT DELIVERABLES / QUANTITIES**

The Contractor shall seal coat, route cracks, clean routed cracks, provide crack sealant compound, and install the compound within routed and cleaned cracks at various locations throughout the LPAs per the specifications shown in Appendix A. Per Appendix A, the Contractor shall provide sealant that meets IDOT specifications offered in section 1050.02 of its "Standard Specifications for Road and Bridge Construction (Adopted April 1, 2016) - Supplemental Specifications and Recurring Special Provisions (Adopted January 1, 2019)." On the request of the LPAs, the Contractor will provide proof that the sealant it is providing meets the IDOT specifications. The contractor shall not be permitted to work in the rain or install sealant into cracks in which water is standing. The tables below provide estimates for locations and quantities for services/good to be provided. The quantities listed in the table are estimated quantities. The actual quantities ordered by the LPAs may be fewer or greater than those listed depending on the conditions of the LPAs' roadways during a particular year. Numbers of general locations (e.g., roadways) are offered for only the year 2019. The number of locations for the years 2020 and 2021 may differ from the number of locations for the year 2019. The number of locations for the years 2020 and 2021 should be similar to those listed for 2019, and should be reduced or increased proportionally where the quantities for feet of cracks and pounds of sealant are fewer or greater than those listed for the year 2019.

**A. CRACK SEALING ASPHALT PAVEMENT QUANTITIES**

Local Public Agency	Year	Number of locations	Quantity	Unit
Village of Burr Ridge	2019	17	43,500	Pounds of sealant
	2020	N/A	41,500	Pounds of sealant
	2021	N/A	39,500	Pounds of sealant
City of Darien	2019	50	106,400	Pounds of sealant
	2020	N/A	106,400	Pounds of sealant
	2021	N/A	106,400	Pounds of sealant
Village of Downers Grove	2019	35	90,000	Pounds of sealant
	2020	N/A	90,000	Pounds of sealant
	2021	N/A	90,000	Pounds of sealant
City of Elmhurst	2019	6	25,000	Pounds of sealant
	2020	N/A	20,000	Pounds of sealant
	2021	N/A	15,000	Pounds of sealant

<b>Village of Lombard</b>	2019	25	15,000	Pounds of sealant
	2020	N/A	15,000	Pounds of sealant
	2021	N/A	15,000	Pounds of sealant
<b>City of West Chicago</b>	2019	8	39,370	Pounds of sealant
	2020	0	0	Pounds of sealant
	2021	8	39,370	Pounds of sealant
<b>City of Wheaton</b>	2019	20	55,000	Pounds of sealant
	2020	N/A	56,200	Pounds of sealant
	2021	N/A	57,400	Pounds of sealant
<b>Village of Woodridge</b>	2019	40	70,000	Pounds of sealant
	2020	N/A	69,000	Pounds of sealant
	2021	N/A	68,000	Pounds of sealant
<b>2019 TOTAL</b>			444,270	Pounds of sealant
<b>2020 TOTAL</b>			398,100	Pounds of sealant
<b>2021 TOTAL</b>			430,670	Pounds of sealant

#### **B. CRACK AND JOINT SEALING PCC PAVEMENT QUANTITIES**

<b>Local Public Agency</b>	<b>Year</b>	<b>Number of locations</b>	<b>Quantity</b>	<b>Unit</b>
<b>Village of Lombard</b>	2019	3	1,500	Pounds of sealant
	2020	N/A	1,500	Pounds of sealant
	2021	N/A	1,500	Pounds of sealant
<b>Village of Villa Park</b>	2019	4	2,000	Pounds of sealant
	2020	N/A	2,000	Pounds of sealant
	2021	N/A	2,000	Pounds of sealant
<b>City of West Chicago</b>	2019	0	0	Pounds of sealant
	2020	1	19,157	Pounds of sealant
	2021	0	0	Pounds of sealant
<b>2019 TOTAL</b>			3,500	Pounds of sealant
<b>2020 TOTAL</b>			22,657	Pounds of sealant
<b>2021 TOTAL</b>			3,500	Pounds of sealant

**C. FIBER-ASPHALT CRACK SEALING ASPHALT PAVEMENT QUANTITIES**

Local Public Agency	Year	Number of locations	Quantity	Unit
City of Darien	2019	5	9,880	Pounds of sealant
	2020	N/A	9,880	Pounds of sealant
	2021	N/A	9,880	Pounds of sealant
Village of Downers Grove	2019	35	45,000	Pounds of sealant
	2020	N/A	45,000	Pounds of sealant
	2021	N/A	45,000	Pounds of sealant
DuPage County	2019	8	17,000	Pounds of sealant
	2020	N/A	40,000	Pounds of sealant
	2021	N/A	16,000	Pounds of sealant
Village of Lombard	2019	45	50,000	Pounds of sealant
	2020	N/A	50,000	Pounds of sealant
	2021	N/A	50,000	Pounds of sealant
Village of Villa Park	2019	15	30,000	Pounds of sealant
	2020	N/A	30,000	Pounds of sealant
	2021	N/A	30,000	Pounds of sealant
Village of Woodridge	2019	10	11,000	Pounds of sealant
	2020	N/A	11,000	Pounds of sealant
	2021	N/A	11,000	Pounds of sealant
<b>2019 TOTAL</b>			162,880	Pounds of sealant
<b>2020 TOTAL</b>			185,880	Pounds of sealant
<b>2021 TOTAL</b>			161,880	Pounds of sealant

**D. SEAL COAT BIKE PATH QUANTITIES**

Local Public Agency	Year	Number of locations	Quantity	Unit
Village of Woodridge	2019	0	0	Square Yards
	2020	4	15,100	Square Yards
	2021	2	12,500	Square Yards
<b>2019 TOTAL</b>			0	Square Yards
<b>2020 TOTAL</b>			15,100	Square Yards
<b>2021 TOTAL</b>			12,500	Square Yards

**E. SEAL COAT PARKING LOT QUANTITIES**

Local Public Agency	Year	Number of locations	Quantity	Unit
City of Darien	2019	1	5,648	Square Yards
	2020	0	0	Square Yards
	2021	0	0	Square Yards
City of Elmhurst	2019	0	0	Square Yards
	2020	N/A	7,200	Square Yards
	2021	N/A	19,100	Square Yards
City of Wheaton	2019	2	2,000	Square Yards
	2020	N/A	276,812	Square Yards
	2021	N/A	2,000	Square Yards
<b>2019 TOTAL</b>			7,848	Square Yards
<b>2020 TOTAL</b>			284,012	Square Yards
<b>2021 TOTAL</b>			21,100	Square Yards

**F. PARKING LOT PAINT PAVEMENT MARKING – LINE 4" QUANTITIES**

Local Public Agency	Year	Number of locations	Quantity	Unit
City of Darien	2019	1	1,600	Foot
	2020	N/A	0	Foot
	2021	N/A	0	Foot
City of Elmhurst	2019	0	0	Foot
	2020	N/A	3,000	Foot
	2021	N/A	3,000	Foot
City of Wheaton	2019	2	396	Foot
	2020	N/A	7,636	Foot
	2021	N/A	396	Foot
<b>2019 TOTAL</b>			1,996	Foot
<b>2020 TOTAL</b>			10,636	Foot
<b>2021 TOTAL</b>			3,396	Foot

**G. PARKING LOT PAINT PAVEMENT MARKING – LETTERS & SYMBOLS QUANTITIES**

Local Public Agency	Year	Number of locations	Quantity	Unit
City of Darien	2019	1	100	Square Foot
	2020	N/A	0	Square Foot
	2021	N/A	0	Square Foot
City of Elmhurst	2019	0	0	Square Foot
	2020	N/A	500	Square Foot
	2021	N/A	200	Square Foot
<b>2019 TOTAL</b>			100	Square Foot
<b>2020 TOTAL</b>			500	Square Foot
<b>2021 TOTAL</b>			200	Square Foot

#### H. TRAFFIC CONTROL AND PROTECTION- DUPAGE COUNTY

Local/Public Agency	Year	Number of locations	Quantity	Unit
DuPage County	2019	N/A	1	Lump Sum
	2020	N/A	1	Lump Sum
	2021	N/A	1	Lump Sum
<b>2019 TOTAL</b>			1	Lump Sum
<b>2020 TOTAL</b>			1	Lump Sum
<b>2021 TOTAL</b>			1	Lump Sum

#### 3. SWEEPING AND COLLECTION OF DEBRIS

The Contractor shall mechanically sweep all streets with a street sweeper or equipment agreeable to the Engineer within 48 hours after it has been crack sealed. The removal of any excess debris blown or deposited onto parkways, sidewalks, walkways or driveways shall be included. Upon completion of sweeping and collection of debris, all roadways and adjacent areas must present an appearance that is satisfactory to the Engineer. This work will not be paid for separately and shall be included in the cost of the overall contract work.

#### 4. INFORMATION TO BE PROVIDED BY THE LPA

For each year of the contract, each LPA will supply the Contractor with one 11" x 17" map of its territory that highlights the locations for which the Contractor will provide crack sealing services. Each LPA will also supply the Contractor with a list of the locations within its territory for which the Contractor will provide crack sealing services. Each list will show the estimated quantity for each location.

#### 5. SCHEDULING OF WORK

Each year, the LPAs shall schedule their work with the Contractor independently of each other. The Contractor will not be required to provide crack sealing services simultaneously in each LPA; however, it shall complete the total volume of crack sealing services required by each LPA within the term specified herein.

The Contractor shall provide crack sealing services for the LPAs within the construction hours allowed by their local ordinances. For example, for Downers Grove, the construction hours will be on weekdays, 7:00 am to 7:00 pm. The LPAs may prohibit the Contractor from working on weekends or holidays. For DuPage County, the local ordinance will be the municipality where the work is being performed.

#### 6. CONTRACTOR'S PERSONNEL

While working for the LPAs, the Contractor shall be responsible for ensuring that all personnel are properly identified to minimize customer concerns regarding the presence of unusual utility workers on roadways, in parkways, etc. Specifically, the Contractor's employees shall display badges with the Contractor's business name and/or logo on it or a standard uniform with the Contractor's business name and/or logo on it.

#### 7. CONTRACTOR'S EQUIPMENT

Each LPA may provide the Contractor space at its Public Works or other LPA facility to store equipment while the Contractor is providing the LPA crack sealing services. In exchange for storage space, the Contractor shall identify the discount to each LPA if space is provided. Access to facilities shall be established with the successful bidder.

#### 8. LANE/ROADWAYS CLOSURES

The Contractor shall close lanes/roadways in the areas in which it is providing crack sealing services for the LPAs. The Contractor shall close lanes per the specifications of the most current version of the "Manual on Uniform Traffic Control Devices" as issued by the Federal Highway Administration and adopted by the State of Illinois. While performing crack sealing services for the LPAs, the Contractor will limit lane/road closures to the greatest extent possible, being particularly cognizant of the effects of such closures on roadways that experience high traffic volumes. Lane closures on roads with higher traffic volumes, as determined by the Engineer, shall be limited to one lane at a time, with flaggers and traffic control devices used as necessary. Access to all properties shall remain open at all times unless work is taking place in the immediate vicinity, requiring that access be restricted on a temporary basis. Full access must be

restored immediately upon the completion of any work blocking said access, and full access must be restored to all properties over weekends and legal holidays unless approved by the Engineer. Special consideration to hours and location of work near schools shall be made to allow for full and safe access during normal student arrival and departure schedules. The Contractor is responsible for all traffic control and this item is incidental to the cost of the overall contract work.

**9. DELIVERY OF SERVICES/GOODS**

The Contractor shall deliver services at the locations specified by each LPA on the map and list of locations that the LPA provides to the Contractor.

**10. TERM**

The term of this contract shall be one year with two optional one-year renewals. Each year, the Contractor shall provide services for each LPA per the schedule that each LPA coordinates with the Contractor. The Contractor will begin providing services for the LPAs in spring/summer of each year, and will complete these services by September 30 of each year. The completion date may be extended for a LPA if the extension is mutually agreed by the LPA and the Contractor.

**11. ADVANCE NOTICE TO RESIDENTS**

The Contractor, at its sole expense, shall develop, print, and distribute to all affected residences a standardized door hanger, letter, or postcard (pre-approved by the LPAs) that will provide advance notice to these residences of the crack sealing operations the Contractor will undertake. Affected residences will include all residences on each of the blocks on which the Contractor will provide crack sealing services for the LPAs. The Contractor shall provide residences notice no later than 72 hours prior to the undertaking of its crack sealing operations on their block. The LPAs, at their discretion, may furnish the Contractor with a sample document deemed suitable for notification.

In addition, the Contractor shall post suitable advance notice signs (at least 24 hours but not more than 48 hours prior to performing work in that location) on streets or bike paths scheduled to be crack sealed and/or seal coated. Signs are to be posted in both parkways, at intersection corners, and every 300 feet, facing all directions of travel. The Contractor, immediately upon completion of work on each street, shall remove all such signs. The sign used must indicate the type of work that is planned for the area (i.e. crack sealing or seal coating), the dates it is planned for, and "no parking" (if applicable), or any other language approved/required by the LPA.

The Contractor is responsible for all advance notice to residents and this item is incidental to the cost of the overall contract work.

**12. PRICING**

Bidders will provide pricing for this contract per pound of crack sealant, or per square yard of seal coat, to be provided (installed per the specifications contained herein). A bidder's per-pound or per-square yard pricing will include all of its costs, including its costs for materials, installation services, sweeping/clean-up, the providing of advance notice about these services to residences, and any other incidental items of work included in this contract.

**CONTRACTOR REFERENCES**

Please list below five (5) references for which your firm has performed similar work for LPAs as identified in Bidder Qualifications.

Agency: Village of Lombard  
Address: 1051 S. Hammerschmidt  
City, State, Zip Code: Lombard, IL  
Contact Person/Telephone Number: Tom Dixon  
630 620 5740  
Dates of Service/Award Amount: 2018 - 100 K

Agency: Village of Romeoville  
Address: 13 Montrose Dr.  
City, State, Zip Code: Romeoville, IL  
Contact Person/Telephone Number: Eric Bjork  
815 806 1670  
Dates of Service/Award Amount: 200 K - 2018

Agency: Village of Buffalo Grove  
Address: 51 Ravpp Blvd  
City, State, Zip Code: Buffalo Grove, IL  
Contact Person/Telephone Number: Kyle Johnson  
847 459 2523  
Dates of Service/Award Amount: 2018 - 75 K

Agency: City of Naperville  
Address: 400 S. Eagle St.  
City, State, Zip Code: Naperville, IL  
Contact Person/Telephone Number: Omar Santos  
630 - 305 - 5204  
Dates of Service/Award Amount: 2018 - 350 K

Agency: IPOT  
Address: 2300 S. Dickson Pkwy  
City, State, Zip Code: Springfield, IL  
Contact Person/Telephone Number: Pat Fornia  
309 573 8777  
Dates of Service/Award Amount: 2017 - 300 k

## DISQUALIFICATION OF CERTAIN BIDDERS

(i)

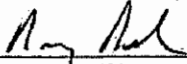
### PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

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

- (A) has been convicted of an act committed, within the State of Illinois or any state within the United States, of bribery or attempting to bribe an officer or employee in the State of Illinois, or any State in the United States in that officer's or employee's official capacity;
- (B) has been convicted of an act committed, within the State of Illinois or any state within the United States, of bid rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act 15 U.S.C. Sec. 1 et seq.;
- (C) has been convicted of bid rigging or attempting to rig bids under the laws of the State of Illinois, or any state in the United States;
- (D) has been convicted of bid rotating or attempting to rotate bids under the laws of the State of Illinois, or any state in the United States;
- (E) has been convicted of an act committed, within the State of Illinois or any state in the United States, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and Clayton Act 15 U.S.C. Sec. 1 et seq.;
- (F) has been convicted of price-fixing or attempting to fix prices under the laws of the State of Illinois, or any state in the United States;
- (G) has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois or in any state in the United States;
- (H) has made an admission of guilt of such conduct as set forth in subsection (A) through (F) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to;
- (I) has entered a plea of nolo contendere to charges of bribery, price fixing, bid rigging, bid rotating, or fraud; as set forth in subparagraphs (A) through (F) above.

Business entity, as used herein, means a corporation, partnership, limited liability company trust, association, unincorporated business or individually owned business.

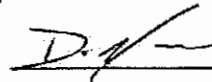
By signing this document, the bidder hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.



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

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

Subscribed and Sworn to this 19 day of March, 2019



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

**ANTI-COLLUSION AFFIDAVIT AND CONTRACTOR'S CERTIFICATION**

David J. Nentler, being first duly sworn,  
deposes and says that he is President  
(Partner, Officer, Owner, Etc.)  
of Nentler, Inc.  
(Contractor)

the party making the foregoing proposal or bid, and that such bid is genuine and not collusive, or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person; to fix the bid price element of said bid, or of that of any other bidder, or to secure any advantage against any other bidder or any person interested in the proposed contract.

The undersigned certifies that he is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating.

[Signature]

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

The above statements must be subscribed and sworn to before a notary public.  
Subscribed and Sworn to this 1<sup>st</sup> day of March, 2019

[Signature]



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

**CONFLICT OF INTEREST**

David J. Nealer

, hereby certifies that

it has conducted an investigation into whether an actual or potential conflict of interest exists between the bidder, its owners and employees and any official or employee of a Local Public Agency identified herein.

Bidder further certifies that it has disclosed any such actual or potential conflict of interest and acknowledges if bidder has not disclosed any actual or potential conflict of interest, the Village of Woodridge may disqualify the bid or the affected Local Public Agency may void any award and acceptance that the Local Public Agency has made.

[Signature]

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

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

Subscribed and Sworn to this 19 day of March, 2019

[Signature]

NOTARY PUBLIC  
MY COMMISSION EXPIRES 03/31/21  
Notary Public

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

**TAX COMPLIANCE AFFIDAVIT**

David J. Denler, being first duly sworn, deposes and says that (s)he is  
President of Denler, Inc.  
(Partner, Officer, Owner, Etc.) (Contractor)

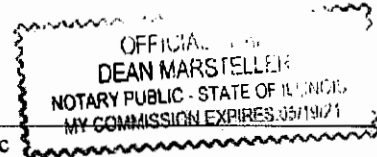
the individual or entity making the foregoing proposal or bid, and certifies that (s)he is not barred from contracting with the any of the Local Public Agencies identified herein because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act. The individual or entity making the proposal or bid understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the contract and allows the Local Public Agency to recover all amounts paid to the individual or entity under the contract in civil action.

David J. Denler  
(Signature of Bidder if the Bidder is an Individual)  
(Signature of Partner if the Bidder is a Partnership)  
(Signature of Officer if the Bidder is a Corporation)

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

Subscribed and Sworn to this 19 day of March, 2019

Dean Marsteller  
Notary Public



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

**SUB-CONTRACTOR INFORMATION**

**(ATTACH ADDITIONAL PAGES AS NEEDED)** - *None*

**Name:** \_\_\_\_\_ **# Years in Business:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **# Years used by Contractor:** \_\_\_\_\_

**Services provided by Sub-Contractor:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

.....

**Name:** \_\_\_\_\_ **# Years in Business:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **# Years used by Contractor:** \_\_\_\_\_

**Services provided by Sub-Contractor:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

.....

**Name:** \_\_\_\_\_ **# Years in Business:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **# Years used by Contractor:** \_\_\_\_\_

**Services provided by Sub-Contractor:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**PARTICIPATION AFFIDAVIT**

David J. Nealer being first duly sworn, deposes and says, under penalties as provided in Section 1-109 of the Illinois Code of Civil Procedure, 735 ILCS 5/1-109, that (s)he is President of Nealer, Inc.  
(Partner, Officer, Owner, Etc.) (Contractor)

the individual or entity making the foregoing proposal or bid, and certifies that the Contractor or Subcontractor, respectively, is not barred from being awarded a contract or subcontract pursuant to 30 ILCS 500/50-10. Additionally, the Contractor or Subcontractor, respectively, certifies he/she is not suspended from doing business with any State, Federal or Local Agency.

David J. Nealer  
(Signature of Bidder if the Bidder is an Individual)  
(Signature of Partner if the Bidder is a Partnership)  
(Signature of Officer if the Bidder is a Corporation)

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

Subscribed and Sworn to this 19 day of March, 2019

Dean Marsteller  
OFFICIAL SEAL  
DEAN MARSTELLER  
NOTARY PUBLIC - STATE OF ILLINOIS  
MY COMMISSION EXPIRES 03/31/2021  
Notary Public

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



## Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Date: 3/14/19

Bid/Contract/PO #: 2019-07

Company Name: <b>Denier, Inc.</b>	Company Contact: <b>David J. Denier</b>
Contact Phone: <b>708-474-5005</b>	Contact Email: <b>denier@denierinc.com</b>

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

- Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of \$25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

☒ **NONE (check here) - If no contributions have been made**

Add Line	Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made
x					

- All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

☒ **NONE (check here) - If no contacts have been made**

Add Line	Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email
x			

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text for the county's ethics and procurement policies and ordinances are available at:

<http://www.dupageco.org/CountyBoard/Policies/>

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature

*David J. Denier*

Printed Name

David J. Denier

Title

President

Date

3/14/19

Attach additional sheets if necessary. Sign each sheet and number each page. Page | of | (total number of pages)

### CAMPAIGN DISCLOSURE CERTIFICATE

Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate.

The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

By signing the bid documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

Under penalty of perjury, I declare:

☒ Bidder/vendor has not contributed to any elected Village position within the last five (5) years.

*David J. Dentler*  
Signature

David J. Dentler  
Print Name

☐ Bidder/vendor has contributed a campaign contribution to a current member of the Village Council within the last five (5) years.

Print the following information:

Name of Contributor: \_\_\_\_\_  
(company or individual)

To whom contribution was made: \_\_\_\_\_

Year contribution made: \_\_\_\_\_ Amount: \$ \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

**APPENDIX A  
AGREEMENT ACCEPTANCE**

**RFB #2019-07  
CRACK SEALING SERVICES**

**ACCEPTANCE**

The Contract/Bid attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of *[insert Local Public Agency name]* ("Owner") this 21 day of March, 2019.

This Acceptance, together with the Contract/Bid attached hereto, constitutes the entire and only agreement between the parties relating to the accomplishment of the Work and the compensation therefore and supersedes and merges any other prior or contemporaneous discussions, agreements, or understandings, whether written or oral, and shall prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgement, invoice, or other standard form used by the parties in the performance of the Contract/Bid. Any such contradictory or inconsistent terms or conditions shall be deemed objected to by Owner without further notice of objection and shall be of no effect nor in any circumstances binding upon Owner unless accepted by Owner in a written document plainly labeled "Amendment to Contract/Bid." Acceptance or rejection by Owner or any such contradictory or inconsistent terms or conditions shall not constitute acceptance of any other contradictory or inconsistent terms or conditions.

By: \_\_\_\_\_

*[Signature]*

Title: \_\_\_\_\_

*President*

**CRACK SEALING ASPHALT PAVEMENT**

**Description:** This work shall be done in accordance with Section 451 of the Standard Specifications for Road and Bridge Construction except as amended or modified herein.

**General.** Unless otherwise directed by the Engineer, crack routing shall be ½ in. wide by ½ in. deep.

Unless otherwise directed by the Engineer, the crack seal material placement configuration along joint between edge of pavement and curb shall be reservoir with flush fill. Other primary working cracks shall be reservoir with 2 in "band aid" effect.

**Method of Measurement.** Crack routing shall not be measured for payment.

**Basis of Payment:** This work shall be paid for at the contact unit price per **POUND** for **CRACK SEALING ASPHALT PAVEMENT**.

**CRACK AND JOINT SEALING PCC PAVEMENT**

**Description:** This work shall be done in accordance with Section 452 of the Standard Specifications for Road and Bridge Construction except as amended or modified herein.

Work shall be to seal or reseal only those joints or cracks as marked by the Engineer. It is anticipated that all previously sealed joints and cracks are existing in an acceptable configuration so that no additional sawing or routing to widen the opening will be necessary unless needed to facilitate removal of existing sealer material. Only when it is determined that joints or random cracks are not wide enough, minimum 3/8", or deep enough to accept sealer material will it be necessary to route or saw the joint per the specifications.

Prior to resealing, existing old sealants, etc. shall be removed by hand or mechanical methods as approved by the Engineer. Removal methods shall not cause undo damage or spalling along the existing joint or crack. Sufficient old sealant shall be removed so that no loose material remains and new sealant is assured of adhering to the joint or crack wall. All placement of new sealant shall be in a flush or slightly recessed configuration in the joint or crack reservoir.

**Method of Measurement.** Joint or Crack routing shall not be measured for payment.

**Basis of Payment:** This work shall be paid for at the contract unit price per **POUND** for **CRACK AND JOINT SEALING PCC PAVEMENT**. Where necessary, work to furnish and install backer rod per the specifications shall be considered INCIDENTAL.

**FIBER-ASPHALT CRACK SEALING ASPHALT PAVEMENT**

**Description:** This work shall consist of all work necessary for furnishing and placing fiber modified asphalt in accordance with the following.

**Materials:** Materials shall conform to the following:

Bituminous Material (Crack Filler). The bituminous material for crack filler shall be a fiber-modified asphalt binder meeting one of the following.

- a. Jobsite-Mixed Filler. Fiber-modified asphalt crack filler mixed at the jobsite shall contain the following materials and be proportioned according to the following requirements.

1. Asphalt Binder. The asphalt binder shall be PG 58-28, PG 58-22, or PG 64-22.
2. Fibers. Fibers shall be short cut polypropylene fibers meeting the properties listed below. The fiber may be accepted on certification from the manufacturer that it meets the specified requirements.

Property	Value
Length, in. (mm)	0.3 - 0.5 (8 - 12)
Denier	13-16
Crimps	None
Tensile Strength, Minimum, psi (MPa)	40,000 (275)
Specific Gravity (typical)	0.91
Moisture Regain @ 70 °F (21 °C) and 65% RH (typical), %	0.1

3. Percent Fibers. The fiber-asphalt mixture shall contain of a minimum of 8.0% by weight of fibers.
4. Heating Temperature. The fiber-asphalt filler shall be heated in the kettle at temperatures between 255 and 285 °F (124 and 141 °C). The temperature shall never exceed 290 °F (143 °C).

- b. Pre-Mixed Filler. Fiber-modified asphalt crack filler that is pre-mixed and packaged shall consist of fibers, asphalt binder, and other modifiers. The filler and its components shall be accepted on certification from the manufacturer that it meets the following requirements.

1. Asphalt Binder. The asphalt binder shall be PG 64-22.
2. Fibers. Fibers shall be short cut polyester fibers meeting the properties listed below.

Property	Value
Length, in. (mm)	0.25 ± 0.02 (6.3 ± 0.5)
Denier	3 - 6
Crimps	None
Tensile Strength, Minimum, psi (MPa)	70,000 (482)
Specific Gravity (typical)	1.32 - 1.40
Elongation at Break, %	35 - 38
Melt Temperature, °F (°C)	475 - 490 (246 - 254)

3. Percent Fibers. The fiber-asphalt mixture shall contain 5.0 ± 0.5% by weight of fibers.

The crack filler, in its final form, shall meet the following requirements when sampled and heated to the manufacturer's recommended maximum heating temperature according to ASTM D 5167.

Test	Value
Cone Penetration @ 77 °F (25 °C), ASTM D 5329	10-35 mm
Softening Point, ASTM D 36	175 °F (79 °C) min.
Maximum Heating Temperature	400°F (204 °C)
Application Temperature	350°F (177 °C) min.

**Equipment:** Equipment shall be according to the following:

Oil Kettle. The crack filler shall be heated in an oil jacketed double wall kettle equipped with an agitator (reversing rotary auger action) and separate thermometers for the oil bath and mixing chamber. The unit shall also be equipped with a reversible hydraulic 2-in. (50-mm) hot asphalt pump and a recirculating pump to circulate the oil bath. The kettle

shall be capable of operating at temperatures between 248 and 293 °F (120 and 145 °C).

**Construction Requirements:** The fiber-asphalt filler shall be applied only when the joints and cracks are dry and free of dirt, vegetation, debris and loose filler. All joints and cracks to be filled shall be blown clean with an air compressor equipped with a lance using compressed air. The cleaning operations shall be kept close to the filling operations to prevent debris being carried back into the joints and cracks before filling.

The fiber-asphalt filler shall be applied using a pressurized wand delivery system with such devices as necessary to fill the cracks and form a nominal 0.125 in. (3 mm) thick by 3 in. (75 mm) wide overseal band centered so that the center of the 3 in. (75 mm) wide band is within 1 in. (25 mm) of the crack. The fiber-asphalt shall be applied taking care to not use excessive material in either thickness or location.

The Engineer will determine the extent that fine cracks are filled. Care shall be taken to not place filler on top of pavement markings, manholes and drainage castings.

The ambient temperature during filling shall be above 40 °F (4 °C) and below 85 °F (29 °C). The filler must cure before being opened to traffic. In order to more quickly open the road to traffic, the Contractor may use fine sand, mineral filler, or Portland cement to dust the filler at no additional cost to the LPA.

**Method of Measurement:** Crack filling will be measured for payment in pounds of fiber-asphalt used.

**Basis of Payment:** This work will be paid for at the contract unit price per **POUND** for **FIBER-ASPHALT CRACK SEALING ASPHALT PAVEMENT**. Cleaning of cracks will not be paid for separately.

### **SEAL COAT**

This work shall be in accordance with applicable portions of Sections 403 and 1004 of the Standard Specifications and the following provisions.

#### **Preparation of Pavement:**

All areas to be sealed shall be thoroughly cleaned. All hardened accumulations of grease, gum, clay or other foreign matter shall be loosened by scraping and wire brushing. The surface is to be blown clean to remove loosened debris, sand, loose aggregates, dust and any other foreign matter. Spot flushing may be necessary to remove other substances. Oil and grease shall be scraped and/or burned off. Any existing thermoplastic markings shall be removed prior to seal coat application. Oil deeply impregnated in the surface shall be sealed with shellac, "Petro-Seal" primer or other suitable sealer(s) prior to applying sealcoat.

Once the pavement area has been properly prepared, including traffic control, cleaning, patching, crack filling etc. the Contractor shall begin seal coating operations.

#### **Materials:**

Two (2) coats of Polymer Modified MasterSeal mineral reinforced asphalt emulsion from Sealmaster Corporation or approved equal by the engineer shall be used. The sealer material furnished under this specification shall be certified by the manufacturer to meet composition and performance requirement, one coat squeegee, and one coat spray.

Sand shall be clean, dry silica free from foreign matter. It shall have an AFS rating of 50 to 90 with no more than 2% retained on a No. 30 U.S. sieve or coarser, no more than 14% passing a No. 140 U.S. sieve, and no more than 3% passing a No. 200 U.S. sieve. Examples: Wedron #730, Ottawa #F-80, Manley #85, or equivalent. The rate of sand per unit of sealer material shall be in accordance with the manufacturer's specifications.

Polymer Modified MasterSeal mineral reinforced asphalt emulsion or approved equal shall be applied according to the manufacturer's specifications. Hand squeegees and brushes shall be acceptable in areas where practicality prohibits the use of mechanized equipment.

**Basis of Payment:** This work shall be measured and paid for at the contact unit price per **SQUARE YARD** for **SEAL COAT BIKE PATH** or **SEAL COAT PARKING LOT**, which price shall be payment in full for all work specified herein.

**PARKING LOT PAINT PAVEMENT MARKING**

**Description:** This work shall be done in accordance with Section 780 of the Standard Specifications for Road and Bridge Construction except as amended or modified herein.

**General.** The parking lot paint pavement markings are to be completed after the parking lots have been seal coated. The pavement markings shall be completed as soon as possible after completing the seal coating, per manufacturer's specifications, to keep parking lot closure and disruptions to a minimum, unless directed otherwise by the Engineer.

**Basis of Payment:** This work shall be paid for at the contact unit price per **FOOT** for **PARKING LOT PAINT PAVEMENT MARKING – LINE 4"** or per **SQUARE FOOT** for **PARKING LOT PAINT PAVEMENT MARKING - LETTERS & SYMBOLS**.

**TRAFFIC CONTROL AND PROTECTION – DUPAGE COUNTY** -Please note this Special Provision shall be specific to and shall only apply to DuPage County.

In addition to Section 8 of the Technical Terms and Conditions, "Lane/Roadways Closure", Traffic Control shall be according to the applicable sections of the Standard Specifications, the Supplemental Specifications, the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways", any special details, notes, and Highway Standards contained in the plans, and the Special Provisions contained herein. This special provision shall only apply for work performed on DuPage County Highways.

Special attention is called to Article 107.09 of the Standard Specifications and the following Highway Standards, Details, Quality Standard for Work Zone Traffic Control Devices, Recurring Special Provisions and Special Provisions contained herein, relating to traffic control.

The Contractor shall contact the DuPage County Division of Transportation at least 72 hours in advance of beginning work.

**STANDARDS:**

- 000001 Standard Symbols, Abbreviations, and Patterns
- 701301 Lane Closure, 2L, 2W, Short Time Operations
- 701306 Lane Closure, 2L, 2W, Slow Moving Operation, Day Only, for speeds  $\geq 45$  MPH
- 701311 Lane Closure, 2L, 2W, Moving Operations, Day Only
- 701426 Lane Closure, Multilane, Intermittent or Moving Operations, for speeds  $\geq 45$  MPH
- 701427 Lane Closure, Multilane, Intermittent or Moving Operations, for speeds  $\leq 40$  MPH
- 701901 Traffic Control Devices

**Method of Measurement.** Traffic control will not be measured by location or per Standard.

**Basis of Payment.** The cost of Traffic Control and Protection will be paid for at the **CONTRACT LUMP SUM** price for **TRAFFIC CONTROL AND PROTECTION-DUPAGE COUNTY** which price shall include all equipment, labor and materials necessary to complete the work as specified.



## ATTACHMENT B

**SUBJECT:** 2019 Crack Seal Project Locations

**DATE:** June 11, 2019

**FROM:** Dan Deeter, PE, Village Engineer

Staff has identified the following streets for crack sealing. From past years, the average crack sealing quantities per street is approximately equal to approximately 2.51 pounds per linear foot of street. The contractor will coordinate with the Village for the priority for crack sealing beginning with the Village's Central Business District, County Line Road and York Road.

<u>Street</u>	<u>From</u>	<u>To</u>
1. First Street	Grant Street	Garfield Street
2. Garfield Street	Hinsdale Avenue	First Street
3. Grant Street	Hinsdale Avenue	First Street
4. Hinsdale Avenue	Grant Street	Garfield Street
5. Lincoln Street	Hinsdale Avenue	Second Street
6. Washington Street	Hinsdale Avenue	First Street
7. Adams Street	Sixth Street	Eighth Street
8. Ayres Street	Lincoln Street	Garfield Street
9. Bodin Street	Eighth Street	south end
10. Columbia Avenue	First Street	Third Street
11. Columbia Avenue	Woodside Ave.	Bittersweet Lane
12. County Line Road	Ogden Avenue	Walnut Street
13. Elm Street	Walnut Street	Symonds Drive
14. First Street	County Line Rd.	Columbia Avenue
15. Lansing Street	Lincoln Street	Washington Street
16. Lincoln Street	North Street	Maple Street
17. Sixth Street	Bodin Street	Madison Street
18. Stough Street	Chicago Avenue	Railroad Avenue
19. Symonds Drive	Park Avenue	Elm Street
20. Third Street	Princeton Avenue	Columbia Avenue
21. Vine Street	Ogden Avenue	North Street
22. Walker Road	York Road	The Lane
23. Walnut Street	Garfield Street	Oak Street
24. York Road	Ogden Avenue	The Lane
25. Village Lot	Lincoln Street	Washington Street

Police Department

**AGENDA SECTION:** First Reading – ZPS

**SUBJECT:** Parking Restrictions – 10 Block Blaine Street

**MEETING DATE:** June 11, 2019

**FROM:** Thomas Lillie, Deputy Chief of Police

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**Recommended Motion**

Approve an Ordinance Amending Parking Regulations in Section 6-12-8, Schedule VIII ('No Parking Zones') Relating to the East Side of Blaine Street between Addresses of 15 and 37 Blaine; **and**

Approve an Ordinance amending Parking Regulations in Section 6-12-9(C), Schedule IX; ('Limited Parking Zones'), Two Hour Parking, 9AM to 6PM; relating to the west side of Blaine Street between Addresses of 18-38 Blaine

**Background**

Hinsdale's Village Ordinance currently permits two (2) hour parking in the east side of Blaine Street from the hours of 9 a.m. to 6 p.m. and no parking on the west side of Blaine Street. Residents on the east side of Blaine Street contacted the Police Department regarding a parking nuisance on the east side of the street in front of their homes. The abundance of parking on Blaine Street stems from businesses on the west side of the street which are zoned O1; Specialty District Office. A petition signed by residents of Blaine Street supported and proposed a switch of the restrictions which would prohibit parking on the east side and permit parking on the west side.

**Discussion & Recommendation**

On January 28, 2019, the Police Department instituted temporary parking restrictions which were consistent with the Blaine Street resident's request. Staff provided advance notice to all residents and businesses of the temporary changes along with contact information in the event there were any opposition or concerns. A resident on Blaine Street, who has been the point of contact regarding the parking change, advised there has only been positive feedback from neighbors. Additionally, the Police Department has not heard any concerns or opposition regarding the proposed changes. The temporary restrictions do reduce parking availability on the 10 block of Blaine by 8-10 spots. Due to the parking reduction, staff permitted parking on the east side of Blaine Street; south of 37 Blaine Street; just south of Redeemer Lutheran Church driveway. This permission will replace 4 to 5 of the spots that have been lost.

**Budget Impact**

The budget impact will be minimal based on minor equipment and labor costs needed to install the signs and posts.

**Village Board and/or Committee Action**

N/A

**Documents Attached**

1. Proposed Ordinances

VILLAGE OF HINSDALE

ORDINANCE NO. \_\_\_\_\_

ORDINANCE AMENDING PARKING REGULATIONS  
IN SECTION 6-12-8, SCHEDULE VIII ('NO PARKING ZONES')  
RELATING TO THE EAST SIDE OF BLAINE STREET BETWEEN ADDRESSES OF 15 AND  
37 BLAINE

WHEREAS, the President and Board of Trustees of the Village of Hinsdale have reviewed the parking on Blaine Street between Chicago Ave and First Street and believe it to be in the best interests of the Village to restrict parking on both sides of Blaine street;

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

Section 1. Recital. The foregoing recital is incorporated herein as a finding of the President and Board of Trustees.

Section 2. Amendment to Section 6-12-8, Schedule VIII Section 6-12-8, titled "Schedule VIII, No Parking Zones" of the Village Code of Hinsdale shall be, and is hereby, amended by adding in proper alphabetical order, the following new regulation [additions are shown in bold and underlined typeface and deletions are shown in overstruck typeface]:

East side of Blaine Street between the addresses of 15 and 37 Blaine

Section 4. Signs. The Police Department is hereby authorized and directed to erect appropriate signs on the above named street.

Section 5. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law and after erection of appropriate signs in accordance with Section 4 above.

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

AYES:

NAYS:

ABSENT:

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Village President

ATTEST:

\_\_\_\_\_  
Village Clerk

VILLAGE OF HINSDALE

ORDINANCE NO. \_\_\_\_\_

**ORDINANCE AMENDING PARKING REGULATIONS  
IN SECTION 6-12-9C, SCHEDULE IX; ('LIMITED PARKING ZONES'), TWO HOUR  
PARKING, 9AM TO 6PM; RELATING TO THE WEST SIDE OF BLAINE STREET BETWEEN  
ADDRESSES OF 18 AND 38 BLAINE**

WHEREAS, the President and Board of Trustees of the Village of Hinsdale have reviewed the parking on Blaine Street between Chicago Ave and First Street and believe it to be in the best interests of the Village to restrict parking on both sides of Blaine street;

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

Section 1.     Recital. The foregoing recital is incorporated herein as a finding of the President and Board of Trustees.

Section 2.     Amendment to Section. 6-12-9C, titled "Schedule IX, Limited parking zones; two hour parking, 9am to 6pm" of the Village Code of Hinsdale shall be, and is hereby, amended by adding in proper alphabetical order, the following new regulation [additions are shown in bold and underlined typeface and deletions are shown in overstruck typeface]:

West side of Blaine Street between the addresses of 18 and 38 Blaine

Section 4.     Signs. The Police Department is hereby authorized and directed to erect appropriate signs on the above named street.

Section 5.     Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law and after erection of appropriate signs in accordance with Section 4 above.

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

AYES:

NAYS:

ABSENT:

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

\_\_\_\_\_  
Village President

ATTEST:

\_\_\_\_\_  
Village Clerk



**REQUEST FOR BOARD ACTION**  
Police Department

**AGENDA SECTION:** First Read - ZPS

**SUBJECT:** Replacement of patrol vehicles #40 and #43

**MEETING DATE:** June 11, 2019

**FROM:** Thomas Lillie, Deputy Chief of Police

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**Recommended Motion**

Authorize the purchase of two (2) new Police Department patrol fleet vehicles to Currie Motors in the amount of \$73,174.

**Background**

Patrol Squad #40 is a 2016 Ford Explorer XLT Police Interceptor that was purchased and put into service in July 2016. This vehicle is designated as the supervisor vehicle and is deployed nearly 24 hours a day. Squad #40 currently has 93,000 miles and was originally due for replacement in the FY2018-19 budget year; however the replacement was pushed back to FY2019-20 in order to purchase and replace squad #32 that was totaled in a crash during FY2018-19.

Patrol Squad #43 is a 2015 Ford Explorer XLT Police Interceptor that was purchased and put into service in 2015. Patrol squad #43 only has 52,000 miles; however, since May 1 it has been utilized as the supervisor vehicle due to the high mileage on Squad #40. Because #43 is now being utilized as the supervisor vehicle, it is driven nearly 24 hours a day. If the Board approves this recommendation, staff expects the new fleet vehicles to arrive as late as December per Currie Motors. Staff anticipates squad #43 to have between 65,000 to 75,000 mile at that time depending its use.

**Discussion & Recommendation**

Ford Motors discontinued the production of the 2019 Ford Utility Police Interceptor in September of 2018, and only offers the 2020 Ford Utility Police Interceptor 3.3 L V6 Gasoline motor or the AWD Hybrid Electric Vehicle (HEV).

Staff has researched the AWD Hybrid Electric Vehicle (HEV) compared to the gasoline Interceptor, and recommends the purchase of the HEV. Staff expects the Hybrid vehicle will reduce costs in fuel consumption, increase performance, safety, and extend the life of the vehicle within the patrol fleet for an additional 12-15 months. With the increased cost of the HEV at the time of purchase, cost savings in fuel consumption will decrease significantly over time due to the use of the electric motor and the reduction of "idle time", which burns a significant amount of fuel to power the battery and electronic equipment within the vehicle.

The annual use of a Hinsdale patrol car varies between 15,000 miles and 36,000 miles per year. As an example, staff expects a patrol vehicle that travels 36,000 miles per year will save nearly \$4,000 per year in fuel and \$1,700 for a vehicle that travels 15,000 miles per year. These numbers are estimated by Ford's research and based on 17 mpg and a fuel cost

of \$2.42 per gallon. If the Board approves the purchase of two (2) HEV patrol vehicles, staff will conduct an independent analysis of HEV fuel cost compared to a gasoline vehicle, and apprise the Board prior to future recommendations.

Staff will repurpose Squad #40 for village use or sale dependent upon the recommendation of the Village mechanic. Patrol Squad #43 will remain in the fleet and be primarily utilized by the DARE/Juvenile Officer. The DARE/Juvenile Officer spends a significant amount of time at our elementary schools and middle school, and staff prefers the presence of a marked patrol unit at our schools for a sense of security and awareness.

### **Budget Impact**

Competitive bidding for this purchase was conducted by the Suburban Purchasing Cooperative, with Currie Motors being the low bidder. This purchase is before the Board as a First Reading instead of being on the consent agenda since the low bid price came back higher than anticipated due to Ford increasing the base price of the 2020 Interceptor model nearly 21% from the 2019 Interceptor model. The bid price for the gasoline Interceptor model is \$31,994 and the HEV starts at \$35,259. The 2020 Ford Interceptor will also come with a new body design, requiring staff to purchase new interior equipment for the replacement vehicles. The total cost of the vehicles after equipment purchase, installation and striping is estimated at \$86,164.

The Capital Improvement Plan (CIP) for FY2019-20 includes the purchase and equipping of Squad #40 and #43 for a budgeted total of \$35,000 for each vehicle, resulting in a total cost of \$70,000 being budgeted in Acct. 1211-7902 for both vehicles. Since the total cost of the vehicle purchase is now estimated at \$86,164, this purchase will be \$16,164 over budget. There are sufficient funds in the departmental capital reserve to fund this overage.

### **Village Board and/or Committee Action**

N/A

### **Documents Attached**

1. Capital Improvement Plan

## Police

Vehicles	2019-20	2022-23
<b>Replace Patrol Supervisor Vehicle #40</b>	<b>\$35,000</b>	<b>\$38,000</b>

### Vehicle Description

<i>Make</i>	Ford
<i>Model</i>	Explorer
<i>Year</i>	2016
<i>Useful Life</i>	2 Years
<i>Mileage</i>	72,273
<i>Maintenance</i>	
<i>Costs*</i>	\$2,782

\*Cost is **estimated** based upon current records.



Current Vehicle #40

### Project Description & Justification

In accordance with the Department's vehicle replacement policy, which states that marked patrol vehicles should be replaced every three to four years and supervisor vehicles should be replaced every two years (both at approximately 85,000 miles), this item will replace one supervisor vehicle in each fiscal year. The supervisor patrol vehicle is used 24 hours a day, seven days per week. The cost per vehicle assumes a 3% base cost increase per year and includes an equipment switchover cost of \$4,000 per vehicle.

**The vehicle will be closely evaluated at the time of recommended replacement and reprioritized if needed. Depending on condition at the time of recommended replacement, the determination will be made to keep, auction, or trade in this vehicle.**

### Project Update

In FY 2018-19, staff deferred the replacement of the supervisor squad #40 in order to use those allocated funds to replace squad #32 which was involved in an accident and needed to be replaced. Therefore, squad #40 will be overdue for replacement (over 85,000 miles). Staff will continue to monitor and evaluate the vehicle to replace in FY 2019-20.

### Project Alternative

Deferral beyond two years is not recommended for supervisor patrol vehicles. The reliability decreases as the car ages, and maintenance and repair costs increase accordingly.

## Police

Vehicles	2019-20	2023-24
<b>Replace Patrol Vehicle #43</b>	<b>\$35,000</b>	<b>\$38,000</b>

### Vehicle Description

<i>Make</i>	Ford
<i>Model</i>	Explorer
<i>Year</i>	2015
<i>Useful Life</i>	3.5 - 4 Years
<i>Mileage</i>	47,046
<i>Maintenance Costs*</i>	\$1,165

\*Cost is **estimated** based upon current records.



Current Vehicle #43

### Project Description & Justification

In accordance with the Department's vehicle replacement policy, which states that marked patrol vehicles should be replaced every three and a half to four years and at approximately 85,000 miles, this item will replace one patrol vehicle in each fiscal year. The cost per vehicle assumes a 3% base cost increase per year and includes equipment switch-over cost of \$4,000 per vehicle.

**The vehicle will be closely evaluated at the time of recommended replacement and reprioritized if needed. Depending on condition at the time of recommended replacement, the determination will be made to keep, auction, or trade in this vehicle.**

### Project Update

There are no updates to this project.

### Project Alternative

Deferral beyond four years is not recommended for patrol vehicles. The reliability decreases as the car ages, and maintenance and repair costs increase accordingly.



**AGENDA ITEM # \_\_\_\_\_**

**REQUEST FOR BOARD ACTION**  
Fire Department

**AGENDA SECTION:** First Reading – ZPS

**SUBJECT:** Purchase of eight (8) GETAC V110 Convertible Laptops (MDTs)

**MEETING DATE:** June 11, 2019

**FROM:** John Giannelli, Fire Chief

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**Recommended Motion**

Approve the purchase of eight (8) - GETAC V110 Convertible Laptops, adaptors, docking stations, mounting hardware, GPS antenna, and installation from A Beep LLC located at 452 N. Chicago Street, Joliet, Illinois 60432 in the amount of \$39,802.

**Background**

In April 2019, the Village Board approved the capital budget for FY 2019/2020 which included \$40,000 for the replacement of (8) New Mobile Data Terminals (MDTs). The budget includes installation and all mounting hardware not to exceed \$40,000.

The Fire Department uses MDTs to communicate with DU-COMM, the regional emergency dispatch center. Each Village emergency response vehicle is equipped with one MDT to communicate with the center.

In June, DuPage County, as part of a regional initiative of which Hinsdale is a part of, will be rolling out a new CAD (Computer Aided Dispatch) system. The activation of this new CAD is the culmination of a three-year effort on the part of the communities in DuPage to utilize a more robust system. The new CAD system has been designed to cut down on unnecessary radio traffic on the fire side of dispatching. A push button screen must be user friendly and accessible to be used in moving apparatus going to a call.

The current MDTs in use were purchased in April 2015, and when the new dispatch system goes live on June 18, 2019 the current units will not have the full functionality needed to be compatible with the software utilized by the dispatch center.

**Discussion & Recommendation**

Staff is requesting the purchase of eight (8) new GETAC V110 Convertible Laptops (MDT), including adaptors, docking stations, mounting hardware, GPS antenna, with installation, one for each responding emergency vehicle in the amount of \$39,802.

The County went out to bid to create a joint purchasing agreement for the purchase of new equipment. The bid response resulted with four different models, none of which will fit the needs of our department for the following reasons:

- Dell Latitude 5414 is too large and takes up too much room in our vehicles, these are typically installed in police cars. These were priced at \$1,993.77 per unit, and does not include all mounting hardware, installation, antennas, and extended warranty.

- Dell Latitude 5820 is somewhat smaller but is not a ruggedized MDT and therefore unacceptable for this application. A ruggedized unit is needed due to the installation inside a fire vehicle that exposes the unit to severe vibration, heat from the engine compartment, and the possibility of it hitting the ground when out of its cradle.
- The Dell Latitude 5829 is a table, not ruggedized, too small and not acceptable for this application.
- Durabook R-11 is a ruggedized table, but is too small and also not acceptable for this application.

I have attached a copy of the bid results for information.

After exploring the above options and understanding the mounting requirements within our response vehicles, the Fire Department is recommending the Getac V110 G4 MDT. The Department researched other agencies and departments familiar with this type of MDT and have found them to be very reliable along with a strong warranty and service option. The Fire Department determined that these units best fit our needs for the following reasons:

- 11.6" sized screen that is a fully rugged convertible to a laptop, when compared to a 14" traditional laptop.
- This unit is rated as "dust tight" not "dust limited". The units will be exposed to dust, and smoke inside the vehicles. The keyboards are especially susceptible to contaminants and need to be "dust tight".
- Operating temperature is rated -5.8° to 140° compared to 32° to 104°. Keep in mind these computers are mounted in the cab of the emergency response vehicles which may be subject to more varied temperatures than air conditioned squad cars.
- The keyboard is spill proof (not spill resistant) and back lit.
- This unit is a 2-in-1 Laptop/Tablet Hybrid the other unit is only a laptop.
- There is a bumper to bumper three (3) year accidental damage warranty included. The other computer provides a limited standard warranty.

The bids came in as follows.

The request for bids was published in the Daily Herald on May 26. The request, and bid packet was also placed on the Village web site. Three bid packets were also sent certified mail to the vendors listed below. The only bid returned was from A Beep LLC.

Vendor	A Beep LLC	CDW	Insight Enterprises
Price for eight (8)	\$39,802.00	Did not return a bid	Did not return a bid
Options Included	Installation/Warranty		

### **Budget Impact**

Funds for this purchase are budgeted in FY 2019/2020 (Acct. 1531-7902) in the amount of \$40,000. The bid price comes in \$198.00 under budget.

**Village Board and/or Committee Action**

N/A

**Documents Attached**

1. FY 2019/2020 Capital Budget
2. CIP Priority List
3. Five-Year CIP
4. Bids



## Fire Department Proposed Capital Items: 2019-20

Project Description	CIP Page	2019-20	Funding Source
Replace Self Contained Breathing Apparatuses (25)	44	\$200,000	Corporate Fund
Replace Mobile Data Terminals (MDTs) (8)	45	40,000	Corporate Fund
Replace Exhaust Extraction System	46	50,000	Corporate Fund
<b>TOTAL</b>		<b>\$290,000</b>	Corporate Fund
Annual 5 Year Average		\$ 324,000	
Annual 3 Year Average		\$ 108,333	

Village of Hinsdale

CIP  
FY 2019-20 - FY 2023-24

Priority List

FY 2019-20 (Year 1)

Critical/Recommended/ Contingent	Current Year Rank	Item	Department	Funding Source	Amount	Comments
Critical	1	ERP System Software	Finance/IT	Corporate Fund	\$250,000	Item is currently under contract
Critical	2	ERP Implementation Services	Finance/IT	Corporate Fund	\$150,000	Item is currently under contract
Critical	3	Replace Self Contained Breathing Apparatuses (SCBA) (25)	Fire Department	Corporate Fund	\$200,000	Essential for firefighters; potential grant opportunity
Critical	4	Fire Hydrant Replacement	Water/Sewer	Water/Sewer Fund	\$25,000	Ongoing maintenance plan
Critical	5	Replace Exhaust Extraction System	Fire Department	Corporate Fund	\$50,000	Essential in maintaining safe fire station atmosphere
Critical	6	Replace Storage Area Network (SAN)	Finance/IT	Corporate Fund	\$20,000	Essential for the ERP System
Critical	7	Replace Servers (3)	Finance/IT	Corporate Fund	\$36,000	Essential for the ERP System
Critical	8	Replace Forestry Chipper #57	Public Services	Corporate Fund	\$80,000	Essential for storm debris clean-up
Critical	9	Resurface Tennis and Basketball Courts, add Pickle Ball Courts Brook Park	Parks and Recreation	Corporate Fund	\$79,234	Contract awarded and work started; project to be completed in FY 2020
Critical	10	Resurface Tennis and Basketball Courts, Peirce Park	Parks and Recreation	Corporate Fund	\$43,000	Item is currently under contract
Critical	11	Replace Vactor Unit #15 and Sewer Jet Unit #30	Water/Sewer	Water/Sewer Fund	\$350,000	Essential for sewer repair and clean-up functions
Critical	12	Replace Mobile Data Terminals (MDTs) (8)	Fire Department	Corporate Fund	\$40,000	Essential to support new dispatch software
Critical	13	Pump Motor Maintenance	Parks and Recreation	Corporate Fund	\$15,000	Preventative maintenance to ensure pool operations
Critical	14	Replace Pool Heater	Parks and Recreation	Corporate Fund	\$10,000	Essential to maintain temperature in pool
Critical	15	Fuel Tank/Pump Evaluation and Upgrade	Public Services	Corporate Fund	\$250,000	Important but would have a temporary workaround as we can purchase fuel at local gas stations
Critical	16	Replace Electronic Fingerprint Identification System	Police Department	Corporate Fund	\$30,000	Purchase required for new County DUJIS System
Critical	17	Replace Supervisor Vehicle Unit #40	Police Department	Corporate Fund	\$35,000	24 hour per day use; purchase was deferred in FY 2018-19
Critical	18	KLM Lodge Roof Repairs	Parks and Recreation	Corporate Fund	\$35,000	Roof study recommendation; roof is currently leaking
Critical	19	Gutters & Soffit Replacement - KLM Lodge	Parks and Recreation	Corporate Fund	\$30,000	To be done in conjunction with the roof repairs
Recommended	20	Replace Garage Doors and Operators	Police Department	Corporate Fund	\$20,000	Heavily used; onging repairs are costly and safety enhancements needed.
Recommended	21	Replace Roadway Front Loader Unit #8	Public Services	Corporate Fund	\$150,000	Essential for snow removal, all season use
Recommended	22	Security Improvements	Police Department	Corporate Fund	\$36,000	Safety issue
Recommended	23	Resurface Road & Parking Lots - KLM	Parks and Recreation	Corporate Fund	\$307,000	Deteriorating; cost contingent on evaluation of subsurface
Recommended	24	Repair Brush Hill Train Station Roof	Public Services	Corporate Fund	\$41,400	Roof study recommendation
Recommended	25	Memorial Building Electrical Upgrades	Public Services	Corporate Fund	\$30,000	Needs upgrading to avoid outages
Contingent on Funding	26	Replace Patrol Vehicle Unit #43	Police Department	Corporate Fund	\$35,000	Daily use; mileage may enable deferring one year
Contingent on Funding	27	Resurface Platform Tennis Courts at KLM & Burns Field	Parks and Recreation	Corporate Fund	\$37,500	Deferred from FY 2018-19; waiting on agreement with HPTA
Contingent on Funding	28	Parking Deck Pedestrian Enhancements	Economic Development	Corporate Fund	\$81,500	Pedestrian enhancements in conjunction with parking deck
Contingent on Funding	29	Replace Park Bleachers	Parks and Recreation	Corporate Fund	\$12,000	Extensively used for spectator seating
Contingent on Funding	30	Replace Street Poles/Lamps	Public Services	Corporate Fund	\$12,500	25 year replacement plan
Contingent on Funding	31	Gateway Entry Marker Signs (6)	Economic Development	Corporate Fund	\$19,000	Funded with food and beverage tax allocation to EDC
Contingent on Funding	32	Platform Tennis Hut	Parks and Recreation	Corporate Fund	\$200,000	Dependent on new agreement with HPTA
Contingent on Funding	33	Aquatic Climbing Wall	Parks and Recreation	Corporate Fund	\$17,000	Parks and Recreation Commission recommendation
				Total	\$2,727,134	

Critical	\$	1,728,234
Recommended	\$	584,400
Contingent	\$	414,500

TOTAL \$ 2,727,134

Corporate Fund Total	\$2,352,134
Water/Sewer Fund Total	\$375,000
FY 2019-20 CIP Total	\$2,727,134

**Village of Hinsdale  
Five-Year Departmental Capital  
FY 2019-20 - FY 2023-24**

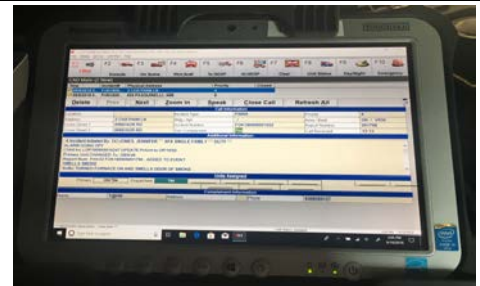
	N = New Item Added Since 2018-19 Capital Plan	Fire - 1500							
	U = New Item Updated Since 2018-19 Capital Plan								
	Fund - Corporate								
	Item	Year 0 Projected FY 2018-19	Year 0 Est. Actual FY 2018-19	Year 1 Projected FY 2019-20	Year 2 Projected FY 2020-21	Year 3 Projected FY 2021-22	Year 4 Projected FY 2022-23	Year 5 Projected FY 2023-24	Five-Year Plan Total
	<b><u>Building Maintenance</u></b>								
	Resurface Apparatus Floor	37,800	28,000						-
	N Replace Exhaust Extraction System			50,000					50,000
	Repair/Replace Police/Fire Building Roof						290,000		290,000
	<b><u>Equipment</u></b>								
	Replace Automated Chest Compression Devices (2)	25,000	24,888						-
	Replace Self Contained Breathing Apparatuses (25)			200,000					200,000
	N Replace Mobile Data Terminals (MDTs) (8)			40,000					40,000
	N Replace Cardiac Monitors (2) M84 & M85							77,000	77,000
	<b><u>Vehicles</u></b>								
	Refurbish Truck #T84	30,000	30,000						-
	N Replace Staff Vehicle #84					35,000			35,000
	Replace Fire Engine #E85						575,000		575,000
	Replace Utility Truck #U84							75,000	75,000
	N Replace Medic #M85							278,000	278,000
	<b>Grand Total</b>	<b>92,800</b>	<b>82,888</b>	<b>290,000</b>	<b>-</b>	<b>35,000</b>	<b>865,000</b>	<b>430,000</b>	<b>1,620,000</b>

**Replace Mobile Data Terminals (MDTs) (8)**

\$40,000

**Original Purchase Date**

2015

*Mobile Data Terminal (MDT)***Project Description & Justification**

MDTs are an essential tool utilized by the Fire Department as a communications link to/from DuComm that supports specific software programs such as Computer Aided Dispatch (CAD). A CAD system is the primary software utilized on an MDT. This is how the Fire Department receives the information related to EMS/Fire calls for service/emergencies. Critical information such as the location and nature of the call, which units are required to respond, supplementary call information, the name and phone number of the caller/victim, and any confidential/sensitive information that cannot be related to responders via voice radio dispatch can be provided via MDT. This is in addition to allowing the Fire Department personnel to update the status of their unit, view pertinent information related to their call, view pre-plans for tactical information, and overall calls for service (active incidents, incident histories, and the status of other Fire Department units).

This new purchase request is for a total of eight (8) MDT Toughbook/laptops. It is required that the eight (8) MDTs be purchased at the same time. This will ensure interoperability and standardization for all MDT laptops, MDT docking equipment, software and support for all the fire vehicle units, thus eliminating the issues of compatibility concerns with operating systems and different program versions. This is also useful in the event a MDT unit was to go out of service, another MDT within the current fleet can replace it.

The current Mobile Data Terminals (MDTs) were purchased when the Fire Department transitioned from Southwest Central Dispatch to DuComm in early 2015. The Fire Department, at that time, purchased tablet MDTs instead of laptop type MDTs to minimize and offset the costs of switching dispatch centers. Currently, the countywide dispatch software is being updated at DuComm and the MDTs need to be replaced with technology that can effectively support the software's newer capabilities. The current MDTs cannot support the new technology which is causing the equipment to crash due to having a 32-bit processing system instead of the necessary 64-bit. The current tablets will not be able to support the countywide software update, therefore this purchase has been requested to be completed in FY 2019-20.

Switching from a tablet to a laptop MDT with a keyboard will greatly increase the utilization and capabilities for fire department personnel. This will add the capability to communicate to/from DuComm and other fire units/apparatus via MDT messages to free up radio usage since the radio frequency is shared with surrounding fire agencies.

The average life of an MDT is approximately five years. Since the MDTs are mounted in the vehicles, they are subject to extreme weather temperatures. The units also experience wear and tear in the vehicles during bumpy rides resulting in constant shaking of the MDTs. For this reason it is recommended that the MDTs must be a rugged/Toughbook type design and contain a solid state hard drive to handle this type of use. The MDT laptops would be placed in the following fire unit vehicles: Medic 84, Medic 85, Engine 84, Engine 85, Tower 84, Utility 84, Chief 84 and Staff Car 84.

**Project Update**

This project is new to the FY 2019-24 CIP.

**Project Alternative**

Project delay may interrupt the flow of information needed to respond to calls for service. Equipment may be out of service and therefore inoperative. MDTs may need to be repaired or require additional software updates, which may incur additional costs and time out of service.



May 30 2019

Hinsdale Fire Department  
A/C Tim McElroy

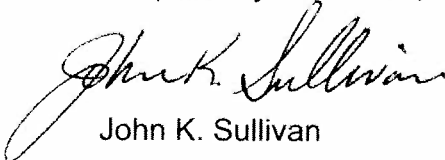
Re: V110 G4, Intel Core i7-7500U

**Request for Proposal Bid # 1656 Hinsdale Fire Department Mobile Data Terminal Notebooks**

Qty	Description	Sell	Ext. Price
8	GETAC : V110 G4, Intel Core i7-7500U Processor, 11.6 With Webcam, Microsoft Windows 10 Pro x64 with 8GB RAM , 128GB SSD, Sunlight Readable LCD + Touch Screen + Hard Tip stylus, US KBD+US Power cord, Membrane Backlit KBD, WIFI + BT + GPS + 4G LTE (US/EU) + Pass-through	\$3258.61	\$26,068.88
8	GETAC : LIND 11-16V DC vehicle adapter/charger with Bare Wires	\$99.44	\$795.52
8	GETAC : Gamber Johnson Tri PassThrough Vehicle Dock & Replicaion with screen stiffener (DC power adapter sold separately)	\$621.60	\$4,972.80
8	Antenna with GPS	\$495.60	\$3,964.80
8	Mounting Hardware	\$200.00	\$1,600.00
8	Installation (See installation terms on page 3)	\$300.00	\$2,400.00
	Total Package Above (See payment Terms on page 3)	Total	<b>\$39,802.00</b>
	Optional		
8	GETAC : Bumper-to-Bumper + Extended Warranty - Tablet (Year 1,2,3,4 & 5)	\$555.11	\$4,440.88

10 Week Lead Time to scheduled installation form date PO is issued.  
1 Week Installation time

Respectfully Submitted,

  
John K. Sullivan

**Request for Proposal Bid # 1656 Hinsdale Fire Department Mobile Data Terminal Notebooks**

**Reference List**

Troy Fire Protections District  
Fire Chief Andrew Doyle  
700 Cottage Street  
Shorewood IL 60404  
(815) 725-2149

York Center Fire Protection District  
Fire Chief Andrew Bonomo  
1517 S Meyers Road  
Lombard IL 60148  
(630) 627-1940

Addison Fire Protection District #1  
Deputy Chief Scott Walker  
10 S Addison Road  
Addison IL 60101  
(630) 628-3100

**Request for Proposal Bid # 1656 Hinsdale Fire Department Mobile Data Terminal Notebooks**

A Beep LLC Payment Terms for BID # 1656 Mobile Data Terminal Notebooks for the Hinsdale Fire Department.

80% Payment with Purchase Order

20% Payment due upon compilation and final acceptance of installation or beneficial use of equipment.

This proposal is priced as a total unit and may not be split up unless listed as optional items. Labor only is not available at the listed prices in this proposal. A labor only proposal could be provided separately if requested.

Installation Terms and conditions:

All installations will be performed on site at the Hinsdale Fire Department between 9am and 4:30pm . Adequate indoor space must be provided. All vehicles should be in a reserve status and not due on front line calls when possible. Additional time to accommodate vehicles leaving on calls or down time caused due to the vehicles otherwise being unavailable will be billed at our standard hourly installation rate of \$98.00 per hour.

A Beep does not install, load, or test any software on the equipment provided.

**Warranty Information:**

Installation warranty is 30 days for for workmanship. All product warranties will follow the manufacturers warranty. Service call chargers may apply for administration of manufacturer warranty.

Getac V110 comes standard with a 3 year Pack and Collect warranty. For full details of the warranty protection, see the terms and conditions here:

<https://www.getac.com/en/help-support/warranty/>

Gamber Johnson Docking Station Warranty is 3 Years. For further information see:

<https://www.gamberjohnson.com/product-support/warranty-information3>



**REQUEST FOR BOARD ACTION**  
Finance

**AGENDA SECTION:** Consent – ACA  
**SUBJECT:** Accounts Payable-Warrant #1700  
**MEETING DATE:** June 11, 2019  
**FROM:** Darrell Langlois, Finance Director

---

**Recommended Motion**

Approve payment of the accounts payable for the period of May 22, 2019 through June 11, 2019 in the aggregate amount of \$2,602,999.21 as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk.

**Background**

At each Village Board meeting the Village Treasurer submits a warrant register that lists bills to be paid and to ratify any wire transfers that have been made since the last Village Board meeting. Supporting materials for all bills to be paid are reviewed by Village Treasurer and one Village Trustee prior to the Village Board meeting.

**Discussion & Recommendation**

After completion of the review by the Village Treasurer and Village Trustee approval of Warrant #1700 is recommended.

**Budget Impact**

N/A

**Village Board and/or Committee Action**

Village Board agenda policy provides that the Approval of the Accounts Payable should be listed on the Consent Agenda

**Documents Attached**

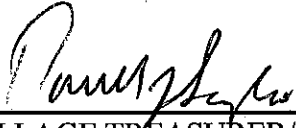
1. Warrant Register #1700

**VILLAGE OF HINSDALE**

**ACCOUNTS PAYABLE WARRANT REGISTER #1700**

**FOR PERIOD May 22, 2019 through June 11, 2019**

The attached Warrant Summary by Fund and Warrant Register listing TOTAL DISBURSEMENTS FOR ALL FUNDS of \$2,602,999.21 reviewed and approved by the below named officials.

APPROVED BY  DATE 6/6/19  
VILLAGE TREASURER/ASSISTANT VILLAGE MANAGER

APPROVED BY \_\_\_\_\_ DATE \_\_\_\_\_  
VILLAGE MANAGER

APPROVED BY \_\_\_\_\_ DATE \_\_\_\_\_  
VILLAGE TRUSTEE

**Village of Hinsdale**  
**#1700**  
**Summary By Fund**

<b>Recap By Fund</b>	<b>Fund</b>	<b>Regular Checks</b>	<b>ACH/Wire Transfers</b>	<b>Total</b>
General Fund	10000	313,092.08	171,575.28	484,667.36
2018 GO Bond Fund	32751	629,360.42		629,360.42
2009 Limited Source Bonds	32754	26,297.50	-	26,297.50
2012A Bond Fund	32755	40,231.25	-	40,231.25
2013A Bond Fund	32756	20,556.25	-	20,556.25
2014B GO Bond Fund	32757	63,591.25	-	63,591.25
2017A GO Bond Fund	32758	146,293.75		146,293.75
Capital Project Fund	45300	253,550.79	-	253,550.79
Water & Sewer Operations	61061	431,166.67	-	431,166.67
Water & Sewer Capital	61062	157,217.50	-	157,217.50
W/S 2008 Bond Fund	61064	9,500.00	-	9,500.00
W/S 2014 Bond Fund	61065	21,868.75	-	21,868.75
Escrow Funds	72100	89,500.00	-	89,500.00
Payroll Revolving Fund	79000	5,360.95	223,836.77	229,197.72
Library Operating Fund	99000	18.00	-	18.00
<b>Total</b>		<b>2,207,605.16</b>	<b>395,412.05</b>	<b>2,602,999.21</b>

**Village of Hinsdale**  
**Schedule of Bank Wire Transfers and ACH Payments**  
**1700**

Payee/ Date	Description	Vendor Invoice	Invoice Amount
Electronic Federal Tax Payment Systems 5/31/2019	Village Payroll #11 - Calendar 2019	FWH/FICA/Medicare	\$ 92,058.18
Illinois Department of Revenue 5/31/2019	Village Payroll #11 - Calendar 2019	State Tax Withholding	\$ 19,307.78
ICMA - 457 Plans 5/31/2019	Village Payroll #11 - Calendar 2019	Employee Withholding	\$ 18,805.40
HSA PLAN CONTRIBUTION 5/31/2019	Village Payroll #11 - Calendar 2019	Employer/Employee Withholding	\$ -
Intergovernmental Personnel Benefit Cooperative		Employee Insurance	\$ 171,575.28
Illinois Municipal Retirement Fund		Employer/Employee	\$ 93,665.41
	<b>Total Bank Wire Transfers and ACH Payments</b>		<b>\$ 395,412.05</b>

ipbc-general	171,575.28
payroll	223,836.77
	<u>395,412.05</u>

## WARRANT REGISTER: 1700

DATE: 06/11/19

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
<b>AMERICAN EXPRESS</b>			
227244	VAST CONFERENCE	APRIL2019	\$3.02
227245	VAST CONFERENCE	APRIL2019	\$2.40
227246	VAST CONFERENCE	APRIL2019	\$1.85
227247	REALTY TRAC	APRIL219	\$49.95
227248	VFAST CONFERENCE	APRIL2019	\$5.30
227249	VAST CONFERENCE	APRIL2019	\$5.11
227250	VAST CONFERENCE	APRIL2019	\$4.40
227251	ITUNES.COM	APRIL2019	\$0.99
227252	SURVEY MONKEY	APRIL2019	\$35.00
227253	CASH BACK	APRIL2019	\$2.12-
<b>Total for Check: 117926</b>			<b>\$105.90</b>
<b>AT &amp; T</b>			
227236	VEECK PARK-WP 4-14/5-13	63032338639258	\$277.59
<b>Total for Check: 117927</b>			<b>\$277.59</b>
<b>UNITED STATES POSTAL SVC</b>			
227237	MAIL MACHINE POST-MAY	77997582	\$4,500.00
<b>Total for Check: 117928</b>			<b>\$4,500.00</b>
<b>NATIONWIDE RETIREMENT SOL</b>			
227541	USCM/PEBS CO	0531190000000000	\$925.00
227542	USCM/PEBS CO	0531190000000000	\$103.73
<b>Total for Check: 117930</b>			<b>\$1,028.73</b>
<b>NATIONWIDE TRUST CO.FSB</b>			
227543	PEHP REGULAR	0531190000000000	\$2,345.78
227544	PEHP UNION 150	0531190000000000	\$365.00
227545	PEHPPD	0531190000000000	\$524.28
<b>Total for Check: 117931</b>			<b>\$3,235.06</b>
<b>STATE DISBURSEMENT UNIT</b>			
227546	CHILD SUPPORT	0531190000000000	\$230.77
<b>Total for Check: 117932</b>			<b>\$230.77</b>
<b>STATE DISBURSEMENT UNIT</b>			
227547	CHILD SUPPORT	0531190000000000	\$672.45
<b>Total for Check: 117933</b>			<b>\$672.45</b>
<b>STATE DISBURSEMENT UNIT</b>			
227548	CHILD SUPPORT	0531190000000000	\$91.50
<b>Total for Check: 117934</b>			<b>\$91.50</b>
<b>STATE DISBURSEMENT UNIT</b>			
227549	CHILD SUPPORT	0531190000000000	\$102.44
<b>Total for Check: 117935</b>			<b>\$102.44</b>

VOID 117929

VOID 117936

Run date: 05-JUN-19

Village of Hinsdale

Page: 2

## WARRANT REGISTER: 1700

DATE: 06/11/19

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
<b>DUPAGE COUNTY 911 ETSB</b>			
227482	NETRMS COSTS FY19/20	19-RMS113	\$2,313.93
	<b>Total for Check:</b>	<b>117937</b>	<b>\$2,313.93</b>
<b>AMALGAMATED BK OF CHICAGO</b>			
227241	INT GO BOND SERIES 2014WS	5421	\$21,868.75
	<b>Total for Check:</b>	<b>117938</b>	<b>\$21,868.75</b>
<b>AMALGAMATED BK OF CHICAGO</b>			
227475	INTEREST GO BOND 2018A	6823	\$629,360.42
	<b>Total for Check:</b>	<b>117939</b>	<b>\$629,360.42</b>
<b>AMALGAMATED BK OF CHICAGO</b>			
227476	INT GO BOND SERIES 2017A	6569	\$146,293.75
	<b>Total for Check:</b>	<b>117940</b>	<b>\$146,293.75</b>
<b>AMALGAMATED BK OF CHICAGO</b>			
227477	INT GO BOND SERIES 2014B	5503	\$63,591.25
	<b>Total for Check:</b>	<b>117941</b>	<b>\$63,591.25</b>
<b>AMALGAMATED BK OF CHICAGO</b>			
227478	INT GO REF SERIES 2013A	5164	\$20,556.25
	<b>Total for Check:</b>	<b>117942</b>	<b>\$20,556.25</b>
<b>AMALGAMATED BK OF CHICAGO</b>			
227479	INTEREST ALT REV 2012A	4992	\$40,231.25
	<b>Total for Check:</b>	<b>117943</b>	<b>\$40,231.25</b>
<b>AMALGAMATED BK OF CHICAGO</b>			
227480	INT GO LIM TAX BOND 2009	3962	\$26,297.50
	<b>Total for Check:</b>	<b>117944</b>	<b>\$26,297.50</b>
<b>AMALGAMATED BK OF CHICAGO</b>			
227481	INTEREST GO BOND 2008C	3943	\$9,500.00
	<b>Total for Check:</b>	<b>117945</b>	<b>\$9,500.00</b>
<b>ADVANCED WEIGHING</b>			
227531	RE-CERT WHEEL LOAD SCALES	26383	\$100.00
	<b>Total for Check:</b>	<b>117947</b>	<b>\$100.00</b>
<b>AMAZING RESTORATIONS</b>			
227184	CONT BD-908 N ELM-#303	26970	\$10,000.00
	<b>Total for Check:</b>	<b>117948</b>	<b>\$10,000.00</b>
<b>AMG/SOUND MEMORIES VIDEO</b>			
227492	2ND & 3RD MOVIE IN PK-PMT	050119	\$1,698.00
	<b>Total for Check:</b>	<b>117949</b>	<b>\$1,698.00</b>

VOID 117946

## WARRANT REGISTER: 1700

DATE: 06/11/19

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
<b>APPAREL REDEFINED</b>			
227401	POOL STAFF APPAREL	1071680	\$200.05
227401	POOL STAFF APPAREL	1071680	\$725.25
227401	POOL STAFF APPAREL	1071680	\$145.26
<b>Total for Check: 117950</b>			<b>\$1,070.56</b>
<b>ASHLEY, KENNETH</b>			
227498	CONT BD-101 SPRINGLAKE	25182	\$500.00
<b>Total for Check: 117951</b>			<b>\$500.00</b>
<b>ATLAS BOBCAT LLC</b>			
227334	#91 HYDRAULIC DRIVE BELT	BG3319	\$60.30
227335	#93 BELTS & COVERS	BG3353	\$64.53
227336	#91 BELTS & COVER	BG3353	\$60.19
227513	#91 CAB STEP-AIR FILTERS	BG3471	\$263.34
227534	#93 HYDRAULIC HOSE/FLUID	BG2460	\$171.46
<b>Total for Check: 117952</b>			<b>\$619.82</b>
<b>AVOLIN, LLC</b>			
227621	SOFTWARE MAIN-MAY19	583585353260447	\$6,712.51
227622	SOFTWARE MAIN-JUN19	583585353260448	\$6,712.51
227634	SOFTWARE MAIN-FEB19	583585353260444	\$6,712.51
227635	SOFTWARE MAIN-MAR19	583585353260445	\$6,712.51
227636	SOFTWARE MAIN-APR19	583585353260446	\$6,712.51
<b>Total for Check: 117953</b>			<b>\$33,562.55</b>
<b>AWE, TIMOTHY</b>			
227584	JULY 4TH VIDEO SERVICES	052919	\$995.00
<b>Total for Check: 117954</b>			<b>\$995.00</b>
<b>AWWA</b>			
227304	AWWA DUES-DIRECTOR	7001685320	\$218.00
227515	AWWA MEMBERSHIP-MARK	7001654131	\$2,069.00
<b>Total for Check: 117955</b>			<b>\$2,287.00</b>
<b>AZTECA II CATERING COMP</b>			
227491	TACO TUESDAY TACOS 2019	1289	\$1,000.00
<b>Total for Check: 117956</b>			<b>\$1,000.00</b>
<b>BELL, WARREN</b>			
227323	WATER POLO CLASS CANCEL	191460	\$255.00
<b>Total for Check: 117957</b>			<b>\$255.00</b>
<b>BLACKHAWK FIRE FIGHTERS</b>			
227193	STEP AND LEAD TRAINING	1102	\$100.00
<b>Total for Check: 117958</b>			<b>\$100.00</b>
<b>BLUE CROSS BLUE SHIELD</b>			

Run date: 05-JUN-19

Village of Hinsdale

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
227459	REF AMB RN#HNIL-18-2266:1	DOS11172018	\$80.50
Total for Check: 117959			\$80.50
<b>BLUE NOSE BREWERY</b>			
227489	BEER FOR BEER & FOOD EVNT	JUNE19	\$570.00
Total for Check: 117960			\$570.00
<b>BOUTERSE, JANE POOL</b>			
227185	CONT BD-31 W CHICAGO	25158	\$500.00
Total for Check: 117961			\$500.00
<b>BRADFORD &amp; KENT</b>			
227500	CONT BD-610 N LINCOLN	25065	\$1,750.00
Total for Check: 117962			\$1,750.00
<b>BRAVO SERVICES, INC</b>			
227402	CLEANING OF POOL FACILITY	451	\$1,950.00
Total for Check: 117963			\$1,950.00
<b>BRITE</b>			
227373	N SIDE EQUIPMENT FACING	INV15692	\$30,499.00
Total for Check: 117964			\$30,499.00
<b>BURR RIDGE PARK DISTRICT</b>			
227378	SPRING EARLY CHILDHOOD	051019	\$211.65
Total for Check: 117965			\$211.65
<b>CAPA CONSTRUCTION</b>			
227499	CONT BD-606 JEFFERSON	25167	\$2,000.00
Total for Check: 117966			\$2,000.00
<b>CARROLL DISTRIBUTING</b>			
227268	POLICE CAMERA BASE	LEO42327	\$32.79
227326	DUCT TAPE	LEO42714	\$9.98
227327	POOL REPAIR SUPPLIES	LEO42715	\$133.46
Total for Check: 117967			\$176.23
<b>CARROT-TOP INDUSTRIES,IN</b>			
227463	VH NEW US FLAG	42669600	\$237.33
Total for Check: 117968			\$237.33
<b>CCP INDUSTRIES INC</b>			
227311	PPE	IN02312799	\$45.22
227311	PPE	IN02312799	\$45.00
227311	PPE	IN02312799	\$45.00
227312	PPE	IN02312798	\$102.62
227312	PPE	IN02312798	\$102.62
227312	PPE	IN02312798	\$102.62

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
227312	PPE	IN02312798	\$102.62
227313	PPE	IN02313643	\$57.65
227313	PPE	IN02313643	\$56.00
227313	PPE	IN02313643	\$56.00
227313	PPE	IN02313643	\$56.00
227518	PPE HARD HATS	IN02319382	\$69.11
227518	PPE HARD HATS	IN02319382	\$69.11
227518	PPE HARD HATS	IN02319382	\$69.11
227518	PPE HARD HATS	IN02319382	\$69.11
<b>Total for Check: 117969</b>			<b>\$1,047.79</b>
<b>CDW-GOVERNMENT INC.</b>			
227579	MS PROJECT SOFTWARE	SHS4401	\$689.86
<b>Total for Check: 117970</b>			<b>\$689.86</b>
<b>CHRIS NYBO LLC</b>			
227632	CONSULTING-JUNE19	48	\$6,000.00
<b>Total for Check: 117971</b>			<b>\$6,000.00</b>
<b>CINTAS CORPORATION 769</b>			
227308	REPLENISH FIRST AID	5013701692	\$101.14
227309	MEDICAL CABINET RESTOCK	5013701691	\$100.39
<b>Total for Check: 117972</b>			<b>\$201.53</b>
<b>CINTAS FIRST AID &amp; SAFETY</b>			
227358	RESTOCK MEDICAL CABINET	5012796943	\$106.84
<b>Total for Check: 117973</b>			<b>\$106.84</b>
<b>CITI CARDS</b>			
227254	WATER CASES	278296281	\$145.22
227255	PARKS/REC COMM MTG	042219	\$8.76
<b>Total for Check: 117974</b>			<b>\$153.98</b>
<b>CLARENDON COURIER, INC</b>			
227583	JULY 4TH AD	052919	\$519.00
<b>Total for Check: 117975</b>			<b>\$519.00</b>
<b>CLARENDON HILLS PARK DIST</b>			
227386	HIP HOP SPRING 2019	051519	\$518.70
227387	PRE BALLET SPRING 19	051019	\$480.00
<b>Total for Check: 117976</b>			<b>\$998.70</b>
<b>CLARKE ENVIRONMENT</b>			
227403	MOSQUITO MANAGEMENT	001005092	\$13,874.00
227609	MOSQUITO MGMT-#2 OF 4	001005689	\$13,874.00
<b>Total for Check: 117977</b>			<b>\$27,748.00</b>
<b>CLOWNING AROUND ENTERTNMT</b>			

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
227490	JULY 4 FINAL PAYMENT	35104	\$2,122.00
Total for Check: 117978			\$2,122.00
<b>COLBERTSON, CONSTANCE</b>			
227178	SENIOR DISCOUNT STICKER	05152019	\$20.00
Total for Check: 117979			\$20.00
<b>COLLEY ELEVATOR COMPANY</b>			
227343	ELEVATOR INSP-6 MONTHS	184399	\$345.00
Total for Check: 117980			\$345.00
<b>COMED</b>			
227406	57TH STREET	0015093062	\$312.70
227407	ELEANOR PARK	0075151076	\$724.52
227408	PUMPING ACCT	0189121079	\$167.85
227409	WARMING HOUSE/PADDLE HUT	0203017056	\$149.63
227410	CHESTNUT PARKING	0203065105	\$38.22
227411	CLOCK TOWER	0381057101	\$29.03
227412	STREET LIGHTS	0395122068	\$44.22
227413	314 SYMONDS DR	0417073048	\$274.35
227414	FOUNTAIN	0471095066	\$95.82
227415	BURLINGTON PARK	0499147045	\$31.69
227416	ROBBINS PARK	0639032045	\$21.94
227417	STREET LIGHTS	0697168013	\$28.53
227418	LANDSCAPE LIGHTS	1107024145	\$30.51
227419	TRAFFIC SIGNALS	1653148069	\$27.79
227420	RADIO EQUIPMENT FD	1993023010	\$70.49
227421	WASHINGTON	2378029015	\$40.59
227422	VEECK PARK	2425068008	\$2,005.85
227423	VEECK PARK-WP	3454039030	\$1,253.49
227424	BURLINGTON PARK	6583006139	\$29.03
227425	NS CBQ RR	7011157008	\$32.03
227426	PIERCE PARK	7011378007	\$1,015.37
227427	WALNUT STREET	7011481018	\$38.05
227428	KLM LODGE 80/20	7093551008	\$1,107.59
227429	KLM LODGE 80/20	7093551008	\$276.90
227430	ROBBINS PARK	8521083007	\$424.76
227431	TRAIN STATION	8521342001	\$305.13
227432	BROOK PARK	8605174005	\$338.07
227433	POOL	8605437007	\$417.59
227434	ELEANOR PARK	8689206002	\$38.85
227435	STOUGH PARK	8689480008	\$21.63
227436	BURNS FIELD	8689640004	\$25.00
227466	SAFETY TOWN	7261620005	\$22.58
227467	WATER PLANT	8521400008	\$37.23
Total for Check: 117981			\$9,477.03

\* NOTE: Overflow check number 117982 processed

COMMERCIAL COFFEE SERVICE

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
227514	PUB SVC-COFFEE	153555	\$78.00
227533	COFFEE WATER PLANT	153185	\$199.10
Total for Check: 117983			\$277.10
<b>COMMUNICATIONS DIRECT</b>			
227535	4 SIGTRONIC HEADSETS	152523	\$1,260.00
Total for Check: 117984			\$1,260.00
<b>CONCENTRIC INTEGRATION</b>			
227608	PHASE 2 VEEK PK IMPROVE	0206166	\$7,440.00
Total for Check: 117985			\$7,440.00
<b>CONNEY SAFETY</b>			
227349	AED SUPPLIES	5706399	\$66.68
227493	INFANT AED	5708212	\$117.86
Total for Check: 117986			\$184.54
<b>CONSERV FS</b>			
227607	LIGHTING ICE MELT	66026618	\$218.50
Total for Check: 117987			\$218.50
<b>CONSTELLATION NEWENERGY</b>			
227597	53 VILLAGE PL-4/17-5/16	14971053101	\$37.64
Total for Check: 117988			\$37.64
<b>CORDES, MICHAEL</b>			
227280	KLM SECURITY DEP-EN190511	24819	\$500.00
Total for Check: 117989			\$500.00
<b>CORE &amp; MAIN LP</b>			
227307	METER STOCK	K513363	\$2,460.00
227586	WATER MAIN MATERIALS	K556115	\$3,831.88
227587	WATER METER	K556142	\$536.00
Total for Check: 117990			\$6,827.88
<b>CORTEZ, RACHEL</b>			
227438	REF DOUBLE POOL PYMT	191505	\$295.00
Total for Check: 117991			\$295.00
<b>COURTNEYS SAFETY LANE</b>			
227337	#7 SAFETY INSPECTION	3012303	\$40.50
227523	SAFETY TEST-#4 & #22	3012336	\$81.00
Total for Check: 117992			\$121.50
<b>DAVE SOLTWISCH PLUMBING</b>			
227301	BURNS-SEWER LINE BACKUP	47769172J	\$260.00
227590	VH NEW H2O TANK	47769236J	\$1,016.00
Total for Check: 117993			\$1,276.00

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
<b>DIRECT ADVANTAGE INC</b>			
227598	MAY RETAINER	1820	\$1,500.00
Total for Check: 117994			\$1,500.00
<b>DOCU-SHRED, INC.</b>			
227166	DOCUMENT DESTRUCTION	44273	\$40.00
Total for Check: 117995			\$40.00
<b>DROPBOX INC.</b>			
227450	STANDARD PLAN	YB27SG9HMCJ2	\$45.00
Total for Check: 117996			\$45.00
<b>DU-COMM</b>			
227299	EDISPATCH 5-1 THRU 11-31	16783	\$239.20
Total for Check: 117997			\$239.20
<b>DUPAGE COUNTY FIRE CHIEFS</b>			
227164	ANNUAL DUES-GIANNELLI	05142019	\$50.00
Total for Check: 117998			\$50.00
<b>DUPAGE TOPSOIL, INC.</b>			
227360	DIRT FOR SAND PIT CONVER	047831	\$340.00
Total for Check: 117999			\$340.00
<b>DUPAGE WATER COMMISSION</b>			
227639	WATER CHARGES-MAY19	01-1200-00-MAY	\$300,163.15
Total for Check: 118000			\$300,163.15
<b>DWYER, MARY LOU</b>			
227452	REF AMB RN#HNIL-18-0362:1	DOS02202018	\$350.00
Total for Check: 118001			\$350.00
<b>DYNEGY ENERGY SERVICES</b>			
227272	19 E CHICAGO-4/18-5/16/19	147029719051	\$1,622.48
Total for Check: 118002			\$1,622.48
<b>ECO CLEAN MAINTENANCE INC</b>			
227610	CUSTODIAL MAY19	7885	\$1,700.00
227610	CUSTODIAL MAY19	7885	\$1,200.00
227610	CUSTODIAL MAY19	7885	\$2,542.00
227610	CUSTODIAL MAY19	7885	\$740.00
Total for Check: 118003			\$6,182.00
<b>ENCORE GARAGE</b>			
227169	MENS LOCKER ROOM FLOOR	102787	\$7,816.00
Total for Check: 118004			\$7,816.00

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
<b>EXPERT CHEMICAL &amp; SUPPLY</b>			
227302	PPE	848512	\$156.00
227302	PPE	848512	\$78.00
<b>Total for Check: 118005</b>			<b>\$234.00</b>
<b>FACTORY MOTOR PARTS CO</b>			
227330	M84 & M85 OIL & FILTERS	50-2402419	\$155.50
227331	FULE FILTER KIT	50-2404130	\$56.69
<b>Total for Check: 118006</b>			<b>\$212.19</b>
<b>FADOOL, JODI</b>			
227316	SWIM CLASS CANCEL	191416	\$440.00
<b>Total for Check: 118007</b>			<b>\$440.00</b>
<b>FAST SIGNS</b>			
227157	POOL SIGNS	65-57347	\$756.29
<b>Total for Check: 118008</b>			<b>\$756.29</b>
<b>FCWRD</b>			
227631	SEWER-MAY	008919-000	\$81.78
<b>Total for Check: 118009</b>			<b>\$81.78</b>
<b>FEDEX</b>			
227483	PRESCIENT SOLUTIONS-BLOOM	6-559-74641	\$41.86
<b>Total for Check: 118010</b>			<b>\$41.86</b>
<b>FULLERS HOME &amp; HARDWARE</b>			
227625	MISC HARDWARE	MAY2019	\$4.13
227625	MISC HARDWARE	MAY2019	\$52.18
227625	MISC HARDWARE	MAY2019	\$6.08
227625	MISC HARDWARE	MAY2019	\$14.39
227625	MISC HARDWARE	MAY2019	\$29.02
227625	MISC HARDWARE	MAY2019	\$9.99
227625	MISC HARDWARE	MAY2019	\$25.17
227625	MISC HARDWARE	MAY2019	\$14.39
227625	MISC HARDWARE	MAY2019	\$31.45
227625	MISC HARDWARE	MAY2019	\$57.53
227625	MISC HARDWARE	MAY2019	\$6.27
227625	MISC HARDWARE	MAY2019	\$14.38
227625	MISC HARDWARE	MAY2019	\$10.76
227625	MISC HARDWARE	MAY2019	\$46.10
227625	MISC HARDWARE	MAY2019	\$13.19
227625	MISC HARDWARE	MAY2019	\$5.84
227625	MISC HARDWARE	MAY2019	\$12.59
<b>Total for Check: 118012</b>			<b>\$353.46</b>
<b>FULLERS SERVICE CENTER</b>			
227320	DOUBLE PAYMENT-REFUND	579406	\$105.00

VOID 118011

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
		<b>Total for Check: 118013</b>	<b>\$105.00</b>
<b>FULLERS SERVICE CENTER IN</b>			
227196	MISSED CAR WASH PAYMENTS	05172019	\$500.29
227379	GARBAGE PICK UP APRIL	15	\$1,620.00
		<b>Total for Check: 118014</b>	<b>\$2,120.29</b>
<b>G &amp; M CEMENT CONST CO.</b>			
227585	2019 INFRASTRUCTURE PROJ	1ST INVOICE	\$18,174.41
227585	2019 INFRASTRUCTURE PROJ	1ST INVOICE	\$253,269.54
227585	2019 INFRASTRUCTURE PROJ	1ST INVOICE	\$85,792.67
227585	2019 INFRASTRUCTURE PROJ	1ST INVOICE	\$71,424.83
		<b>Total for Check: 118015</b>	<b>\$428,661.45</b>
<b>GALLS</b>			
227612	UNIFORM ALLOWANCE	012555235	\$270.32
227613	UNIFORM ALLOWANCE	012566597	\$101.53
227614	UNIFORM ALLOWANCE	012584992	\$235.65
		<b>Total for Check: 118016</b>	<b>\$607.50</b>
<b>GIULIANOS PIZZA</b>			
227593	MAINBREAK MEAL-5/13	29	\$32.50
		<b>Total for Check: 118017</b>	<b>\$32.50</b>
<b>GRAINGER, INC.</b>			
227329	SAFETY LINE UNIT #27	9174022898	\$123.34
227521	AXLE TOOL	9186180700	\$104.06
227588	DRAIN PLUGS	9189159859	\$92.96
227589	BATTERIES-LOCATOR	9189159842	\$14.46
		<b>Total for Check: 118018</b>	<b>\$334.82</b>
<b>GRANT, KATIE</b>			
227497	CLASS CANCEL-LIFEGUARD	191887	\$30.00
		<b>Total for Check: 118019</b>	<b>\$30.00</b>
<b>HALOGEN SUPPLY COMPANY</b>			
227171	POOL LIGHT PARTS	534135	\$151.00
		<b>Total for Check: 118020</b>	<b>\$151.00</b>
<b>HARTZ CONSTRUCTION</b>			
227606	STMWR BD-23 W 57TH	23339	\$4,700.00
		<b>Total for Check: 118021</b>	<b>\$4,700.00</b>
<b>HAWKINS, INC.</b>			
227267	VEECK CSO CHEMICAL REFILL	4488922	\$876.90
227595	POOL CHLORINE	4502493	\$325.61
227596	POOL CHLORINE	4502444	\$909.00
		<b>Total for Check: 118022</b>	<b>\$2,111.51</b>

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
<b>HAWN, MARGARET</b>			
227182	RETURN STICKER	051519	\$40.00
<b>Total for Check:</b>			<b>118023 \$40.00</b>
<b>HEALY ASPHALT COMPANY LLC</b>			
227520	COLD PATCH	18123	\$790.49
<b>Total for Check:</b>			<b>118024 \$790.49</b>
<b>HEYER, PETER</b>			
227177	REFUND EXTRA STICKER	042319	\$40.00
<b>Total for Check:</b>			<b>118025 \$40.00</b>
<b>HIGH STANDARD SERVICES</b>			
227186	CONT BD-726 S MONROE	25108	\$500.00
<b>Total for Check:</b>			<b>118026 \$500.00</b>
<b>HILDEBRAND SPORTING GOODS</b>			
227494	SOFTBALL SUPPLIES	27945	\$876.00
<b>Total for Check:</b>			<b>118027 \$876.00</b>
<b>HOLLAND HARDWARE</b>			
227321	REPAIRS AT POOL/DOORS	372634	\$9.90
<b>Total for Check:</b>			<b>118028 \$9.90</b>
<b>HOME DEPOT CREDIT SERVICE</b>			
227389	TARP FOR COLD PATCH	1016021	\$34.98
227390	TOOLS FOR UNIT #6	1016022	\$129.97
227391	TOOLS FOR UNIT #6	7015027	\$230.08
227392	POSTS FOR FENCE REPAIR	7974017	\$82.96
227393	TAPE & WIRE STRIPPER	5084040	\$44.94
227394	WOOD FOR BP SIGNS	1010584	\$40.00
227395	WOOD FOR BARRICADES	14980	\$89.10
227396	REPLACE LAMPS	25643	\$38.40
227397	TOOLS	25644	\$79.00
227398	WIRE STRIPPER CUTTER	3051584	\$19.97
227399	1/2 HP CAST IRON	5052428	\$179.00
227400	GAPS & CRACKS SEALER	4040420	\$15.36
<b>Total for Check:</b>			<b>118029 \$983.76</b>
<b>HR GREEN INC</b>			
227474	17/18 VEECK PARK OPERATOR	126621	\$517.50
227538	650 S THURLOW-VAC APPRAIS	126521	\$500.00
227633	HMS PRKG DECK-REPRE SVC	126619	\$281.25
<b>Total for Check:</b>			<b>118030 \$1,298.75</b>
<b>HUSSAIN, ARIF</b>			
227187	CONT BD-9 CHARLESTON RD	25177	\$500.00

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
		Total for Check: 118031	\$500.00
<b>ICMA MEMBERSHIP RENEWAL</b>			
227617	GARGANO ICMA DUES	247099	\$1,606.31
		Total for Check: 118032	\$1,606.31
<b>ID EDGE</b>			
227495	POOL PASS CARDS	87281	\$200.00
		Total for Check: 118033	\$200.00
<b>ILLCO, INC.</b>			
227324	SHOWER WATER PUMP REPAIR	2472965	\$44.19
227325	ICE MAKER CLEANING-POOL	2472747	\$42.60
		Total for Check: 118034	\$86.79
<b>ILLINOIS ASSOCIATION OF</b>			
227539	IACP CONF 2019-LILLIE	3162	\$349.00
		Total for Check: 118035	\$349.00
<b>ILLINOIS ENVIRONMENTAL</b>			
227484	PRINCIPAL PROJ L17-4509	L17-4509	\$80,994.53
227485	INTEREST	L17-4509	\$15,437.37
		Total for Check: 118036	\$96,431.90
<b>INDUSTRIAL ELECTRIC</b>			
227303	B-BOX REPAIR COUPLINGS	1289	\$45.00
227637	POLICE CAMERA	1311	\$785.92
		Total for Check: 118037	\$830.92
<b>INDUSTRIAL ORGANIZATIONAL</b>			
227297	ENTRY LEVEL RECRUIT TEST	C45120A	\$1,558.00
		Total for Check: 118038	\$1,558.00
<b>INTERSTATE BATTERY SYSTEM</b>			
227266	#38 BATTERY	24038343	\$135.25
		Total for Check: 118039	\$135.25
<b>IPAC</b>			
227346	IPAC MEMBERSHIP-KING	050119	\$100.00
		Total for Check: 118040	\$100.00
<b>IRMA</b>			
227454	APRIL DEDUCTIBLE	SALES0017437	\$579.00
227455	APRIL DEDUCTIBLE	SALES0017437	\$2,058.50
227456	APRIL DEDUCTIBLE	SALES0017437	\$1,700.00
227457	APRIL 2019 EVENTS	SALES0017483	\$465.21
227458	APRIL 2019 EVENTS	SALES0017483	\$9,766.76
		Total for Check: 118041	\$14,569.47

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
<b>ISAWWA</b>			
227509	SEMINAR	200042261	\$72.00
Total for Check: 118042			\$72.00
<b>J.G. UNIFORMS</b>			
227527	ADD PATCHES-SWARD/HOLECEK	555059	\$30.00
Total for Check: 118043			\$30.00
<b>JAMES J BENES &amp; ASSOC INC</b>			
227259	18-19 3RD PARTY REVIEWS	APRIL2019	\$6,021.90
Total for Check: 118044			\$6,021.90
<b>JC LIGHT, LLC</b>			
227300	POOL LOCKER ROOM PAINT	88687	\$20.57
Total for Check: 118045			\$20.57
<b>JOHNSON CONTROLS SECURITY</b>			
227298	KELTRON RADIO-6-1/8-31	32513431	\$62.10
227298	KELTRON RADIO-6-1/8-31	32513431	\$62.10
Total for Check: 118046			\$124.20
<b>JOHNSON, SHAWN</b>			
227333	UNIFORM ALLOWANCE-SHAWN	OTE7ER060014514	\$272.44
Total for Check: 118047			\$272.44
<b>JONIKAITE, INGA</b>			
227314	CLASS CANCEL	191436	\$155.00
Total for Check: 118048			\$155.00
<b>JSN CONTRACTORS SUPPLY</b>			
227516	HAND TOOLS	82668	\$105.80
227591	MARKING FLAGS	82684	\$49.95
Total for Check: 118049			\$155.75
<b>KASMARICK, KYLE &amp; JENNIFE</b>			
227600	CONT BD-31 E WALNUT	24493	\$500.00
Total for Check: 118050			\$500.00
<b>KENNY, CHRISTINE</b>			
227525	CLASS CANCEL	191920	\$110.00
Total for Check: 118051			\$110.00
<b>KH KIMS TAE KWON DO</b>			
227381	APR 19 TAEKWONDO	043019	\$412.50
Total for Check: 118052			\$412.50
<b>KINGS LANDSCAPING CO</b>			

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
227453	REFUND OF ELECTRIC FEE	P19-7755	\$107.00
		<b>Total for Check: 118053</b>	<b>\$107.00</b>
<b>KIPPS LAWNMOWER SALES</b>			
227263	LEAF BLOWER	477109	\$183.72
		<b>Total for Check: 118054</b>	<b>\$183.72</b>
<b>KLEIN, THORPE, JENKINS LTD</b>			
227382	LEGAL FEES THRU 4/30/19	202881-202886	\$23,862.05
		<b>Total for Check: 118055</b>	<b>\$23,862.05</b>
<b>KLOTNIA, DOUG</b>			
227437	REFUND CLASS	191499	\$149.00
		<b>Total for Check: 118056</b>	<b>\$149.00</b>
<b>KOOK, BRIAN</b>			
227501	CONT BD-100 E MAPLE	25193	\$500.00
		<b>Total for Check: 118057</b>	<b>\$500.00</b>
<b>KOZIOL REPORTING SERVICE</b>			
227540	INTERROGATION TRANS-RUBAN	1704	\$841.00
		<b>Total for Check: 118058</b>	<b>\$841.00</b>
<b>KRAMER FOODS</b>			
227156	SWIM LESSONS CANDY	01813870	\$5.53
		<b>Total for Check: 118059</b>	<b>\$5.53</b>
<b>L&amp;N SUPPLY, LLC</b>			
227345	BALLISTIC COURSE-HUCKFELD	JULY2019	\$650.00
		<b>Total for Check: 118060</b>	<b>\$650.00</b>
<b>LICHENBERGER HOMES</b>			
227188	CONT BD-110 SPRINGLAKE	26958	\$2,500.00
		<b>Total for Check: 118061</b>	<b>\$2,500.00</b>
<b>LOWERY, WILLIAM</b>			
227189	CONT BD-349 N OAK	24379	\$500.00
		<b>Total for Check: 118062</b>	<b>\$500.00</b>
<b>MAZEPA, DANIEL</b>			
227526	SRO CLOTHING ALLOWANCE	052219	\$277.11
227526	SRO CLOTHING ALLOWANCE	052219	\$52.61
		<b>Total for Check: 118063</b>	<b>\$329.72</b>
<b>MCCANN INDUSTRIES, INC</b>			
227264	BACKHOE-BROKEN GLASS	P00127	\$87.75
		<b>Total for Check: 118064</b>	<b>\$87.75</b>

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
<b>MCERLEAN, MICHAEL</b>			
227190	CONT BD-620 S MONROE	24214	\$500.00
Total for Check: 118065			\$500.00
<b>MCNAUGHTON BROS CONST</b>			
227502	ST MGMT-435 S ADAMS	24629	\$3,000.00
Total for Check: 118066			\$3,000.00
<b>MCNAUGHTON BROS CONST</b>			
227503	CONT BD-435 S ADAMS	24630	\$10,000.00
Total for Check: 118067			\$10,000.00
<b>MCNAUGHTON BROTHERS CONS</b>			
227449	REFUND UNMETERED WATER	583698	\$106.89
Total for Check: 118068			\$106.89
<b>MCNELLY SERVICES, INC.</b>			
227601	CONT BD-908 N ELM #306	24664	\$10,000.00
Total for Check: 118069			\$10,000.00
<b>MENARDS</b>			
227158	MISC MATERIAL-POOL/VEECK	25431	\$25.80
227310	POOL PATCHING	25259	\$145.92
227592	TEFLON TAPE FOR REPAIR	25426	\$17.35
Total for Check: 118070			\$189.07
<b>MICRO CENTER A/R</b>			
227288	COMPUTER SUPPLIES	4739369	\$89.99
227578	COMPUTER SUPPLIES	4741808	\$39.99
Total for Check: 118071			\$129.98
<b>MIDAMERICA TOWERS, INC</b>			
227611	LABOR-TOWER SVCS-VEECK	2019-101	\$4,000.00
Total for Check: 118072			\$4,000.00
<b>MINER ELECTRONICS</b>			
227317	#3 RADIO INSTALL	14841	\$493.00
Total for Check: 118073			\$493.00
<b>MORGAN, JULIE</b>			
227183	PAYMENT SENT IN ERROR	3116307	\$161.28
Total for Check: 118074			\$161.28
<b>MOTOROLA SOLUTIONS</b>			
227347	MAY19 STARCOM FEES	42054412019	\$34.00
Total for Check: 118075			\$34.00
<b>MULROONEY, MARGARET</b>			

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
227319	OVERPAID FINAL BILL	3114385	\$27.52
Total for Check: 118076			\$27.52
<b>MUNICIPAL WELL &amp; PUMP INC</b>			
227294	LABOR INSTALL POOL PUMP	15669	\$2,808.00
Total for Check: 118077			\$2,808.00
<b>NAPA AUTO PARTS</b>			
227305	SNOWBLOWERS-STABIL FUEL	4343-604905	\$7.99
227306	#7 FUEL FILTERS-SCREEN	4343-604956	\$92.09
227339	OIL FILTER & OIL DRY	4343-606190	\$19.98
227340	OIL FILTER & OIL DRY	4343-606190	\$50.96
227472	NEW BATTERY-INSPECTOR CAR	6306-503863	\$170.98
Total for Check: 118078			\$342.00
<b>NEOPOST USA INC</b>			
227443	SURE SEAL FOR POSTAGE MAC	15743366	\$44.77
Total for Check: 118079			\$44.77
<b>NEVILLE, MICHAEL</b>			
227384	TUITION REIMBURSEMENT	052319	\$1,445.00
Total for Check: 118080			\$1,445.00
<b>NFPA</b>			
227296	MEMBERSHIP-MCELROY	2465736	\$175.00
Total for Check: 118081			\$175.00
<b>NGS MEDICARE ILLINOIS</b>			
227460	REF AMB RN#HNIL-18-2266:1	DOS11172018	\$315.55
Total for Check: 118082			\$315.55
<b>NICOR GAS</b>			
227256	350 N VINE-4/16-5/15/19	13270110003	\$127.84
227257	121 SYMONDS-4/16-5/15/19	38466010006	\$70.35
227257	121 SYMONDS-4/16-5/15/19	38466010006	\$70.34
227258	YOUTH CENTER-4/17-5/16/19	90077900000	\$129.73
227362	5905S COUNTY LN-4/16-5/17	12952110000	\$210.90
227537	PLATFORM TENNIS-4/17-5/17	06677356575	\$416.86
Total for Check: 118083			\$1,026.02
<b>NORMANDY CONSTRUCTION</b>			
227504	CONT BD-505 N ADAMS	26901	\$3,800.00
Total for Check: 118084			\$3,800.00
<b>NORTHWESTERN PAINTING &amp;</b>			
227404	PAINTING POOL AREAS	052319	\$2,675.00
227404	PAINTING POOL AREAS	052319	\$500.00
Total for Check: 118085			\$3,175.00

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
<b>NUCO2 INC</b>			
227328	CO2 LEASE & RENTAL	59503478	\$38.69
227439	CO2 TANK LEASE	59607444	\$272.38
<b>Total for Check: 118086</b>			<b>\$311.07</b>
<b>OAKWOOD ELECTRIC &amp;</b>			
227505	CONT BD-711 JEFFERSON	25150	\$500.00
<b>Total for Check: 118087</b>			<b>\$500.00</b>
<b>ONE STEP</b>			
227155	SUMMER 2019 POSTCARDS	140385	\$257.17
227170	PRIVATE SWIM/DIVE LESSON	141211	\$204.80
<b>Total for Check: 118088</b>			<b>\$461.97</b>
<b>ORACLE AMERICA INC</b>			
227167	SUBSCRIPTION DATABASE	44304239	\$41.65
<b>Total for Check: 118089</b>			<b>\$41.65</b>
<b>ORIGINAL WATERMEN, INC</b>			
227405	POOL SUPPLIES	S61822	\$357.50
227405	POOL SUPPLIES	S61822	\$191.75
227405	POOL SUPPLIES	S61822	\$1,440.50
227405	POOL SUPPLIES	S61822	\$652.50
227405	POOL SUPPLIES	S61822	\$50.90
227405	POOL SUPPLIES	S61822	\$250.00
227405	POOL SUPPLIES	S61822	\$29.25
<b>Total for Check: 118090</b>			<b>\$2,972.40</b>
<b>PRAXAIR DISTRIBUTION, INC</b>			
227195	CHEMICALS FOR POOL	88895470	\$68.59
<b>Total for Check: 118091</b>			<b>\$68.59</b>
<b>PROVEN BUSINESS SYSTEMS</b>			
227287	QTR COPIER MAINTENANCE	596942	\$205.92
<b>Total for Check: 118092</b>			<b>\$205.92</b>
<b>Q SQUARED CONSTRUCTION</b>			
227602	CONT BD-36 E HINSDALE	24448	\$10,000.00
<b>Total for Check: 118093</b>			<b>\$10,000.00</b>
<b>Q SQUARED CONSTRUCTION</b>			
227603	CONT BD-36 E HINSDALE-COM	24449	\$10,000.00
<b>Total for Check: 118094</b>			<b>\$10,000.00</b>
<b>RAY O'HERRON CO INC</b>			
227470	STATION WEAR-MAJEWSKI	1927971-IN	\$202.86
227471	POLO SHIRT-GIANNELLI	1928907-IN	\$45.50

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
		Total for Check: 118095	\$248.36
<b>RECREONICS</b>			
227473	DIVING BOARD	803182	\$4,285.30
		Total for Check: 118096	\$4,285.30
<b>RED WING SHOE STORE</b>			
227269	UNIFORM ALLOWANCE-DON	45-1-67048	\$333.47
227270	UNIFORM ALLOWANCE-JORDAN	45-1-58697	\$285.48
227271	UNIFORM ALLOWANCE-RICH	45-1-64679	\$139.49
		Total for Check: 118097	\$758.44
<b>REPUBLIC SERVICES #551</b>			
227361	ROLLOFF OVERAGE	0551-014432260	\$146.88
		Total for Check: 118098	\$146.88
<b>RIBEIRO, ALUIZO</b>			
227604	CONT BD-140 E SIXTH	26982	\$9,000.00
		Total for Check: 118099	\$9,000.00
<b>RITZ, TODD</b>			
227180	NO LONGER OWNS CAR	05152019	\$40.00
		Total for Check: 118100	\$40.00
<b>ROSENTHAL, MURPHEY,</b>			
227383	LEGAL SVC-HINSDALE OASIS	051619	\$7,331.80
		Total for Check: 118101	\$7,331.80
<b>RYDIN SIGN &amp; DECAL</b>			
227315	2019 1ST HALF HANG TAGS	356486	\$953.26
		Total for Check: 118102	\$953.26
<b>SERAFIN &amp; ASSOCIATES, INC</b>			
227451	CRISIS COMM 2-13 TO 2-19	2006030	\$2,025.00
		Total for Check: 118103	\$2,025.00
<b>SERVICE FORMS &amp; GRAPHICS</b>			
227162	EXPENSE REPORTS FORMS	0066351	\$95.00
227468	BUSINESS CARDS-DIAZ	0066895	\$54.67
227623	FREIGHT FROM BUS CARDS	0066213	\$38.90
		Total for Check: 118104	\$188.57
<b>SIKICH, LLP</b>			
227464	PROF SVCS THRU 05/27/19	391536	\$4,800.00
		Total for Check: 118105	\$4,800.00
<b>SPORTSKIDS INC</b>			
227388	TENNIS SPRING 2019	14445	\$831.60

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
		<b>Total for Check: 118106</b>	<b>\$831.60</b>
<b>SPRINT</b>			
227616	PHONE CHARGES	977740515-208	\$471.40
227616	PHONE CHARGES	977740515-208	\$0.08
227616	PHONE CHARGES	977740515-208	\$44.28
227616	PHONE CHARGES	977740515-208	\$619.94
227616	PHONE CHARGES	977740515-208	\$354.25
227616	PHONE CHARGES	977740515-208	\$44.28
227616	PHONE CHARGES	977740515-208	\$44.28
227616	PHONE CHARGES	977740515-208	\$44.28
227616	PHONE CHARGES	977740515-208	\$88.56
227616	PHONE CHARGES	977740515-208	\$88.56
227616	PHONE CHARGES	977740515-208	\$177.13
227616	PHONE CHARGES	977740515-208	\$88.56
227616	PHONE CHARGES	977740515-208	\$88.56
227616	PHONE CHARGES	977740515-208	\$398.53
		<b>Total for Check: 118107</b>	<b>\$2,552.69</b>
<b>SSA LLC</b>			
227511	CONCRETE WORK	1	\$1,800.00
227512	CONCRETE GRINDING	2	\$300.00
		<b>Total for Check: 118108</b>	<b>\$2,100.00</b>
<b>STANDARD INDUSTRIAL</b>			
227338	LIFT INSPECTION	WO-3963	\$535.00
		<b>Total for Check: 118109</b>	<b>\$535.00</b>
<b>STEINBRECHER, TED</b>			
227594	SOLD CAR-STICKER REFUND	2660	\$20.00
		<b>Total for Check: 118110</b>	<b>\$20.00</b>
<b>STEVEN E MARDULA</b>			
227599	CONT BD-514 S GRANT	25141	\$500.00
		<b>Total for Check: 118111</b>	<b>\$500.00</b>
<b>SUBURBAN DOOR CHECK</b>			
227532	BLUE PLASTIC KEY TABS	IN513531	\$4.90
		<b>Total for Check: 118112</b>	<b>\$4.90</b>
<b>SVAGA, KATHY &amp; ALAN</b>			
227179	SENIOR DISCOUNTS	05152019	\$40.00
		<b>Total for Check: 118113</b>	<b>\$40.00</b>
<b>TATE ENTERPRISES</b>			
227506	CONT BD-1140 OLD MILL RD	25018	\$1,250.00
		<b>Total for Check: 118114</b>	<b>\$1,250.00</b>

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
<b>TELCOM INNOVATIONS GROUP</b>			
227168	CONF REMOVE PT TO PT CKT	A53518	\$715.00
Total for Check: 118115			\$715.00
<b>THE COMMUNITY HOUSE</b>			
227605	CONT BD-415 W EIGHTH	23868	\$5,000.00
Total for Check: 118116			\$5,000.00
<b>THE HINSDALEAN</b>			
227159	#HPC-04-2019	5815	\$158.00
227160	#HPC-03-2019	5815	\$174.00
227444	#A-17-2019	5841	\$178.00
Total for Check: 118117			\$510.00
<b>THE LAW OFFICES OF</b>			
227163	ADMIN HEARINGS-TOWINGS	H-5-15-2019	\$150.00
Total for Check: 118118			\$150.00
<b>TOSHIBA FINANCIAL SERVICE</b>			
227626	SCHAH24813-COM DEV-MAY	386100960	\$193.13
227627	SCHAH24813-PARKS-REC MAY	386100960	\$82.77
227628	SCHHG21157-PD LEASE MAY	386100960	\$269.12
227629	LEASE SCHKG22685-ADMIN	386100960	\$275.90
Total for Check: 118119			\$820.92
<b>TS DISTRIBUTORS INC.</b>			
227524	STEEL/RIFLE RANGE STANDS	1680821	\$134.25
Total for Check: 118120			\$134.25
<b>TYLER TECHNOLOGIES, INC</b>			
227191	SAAS CONTRACT-LUNA	045-255155	\$640.00
227192	SAAS CONTRACT-J ADAMS	045-260686	\$3,488.41
Total for Check: 118121			\$4,128.41
<b>UNITED STRUCTURAL SYSTEMS</b>			
227507	CONT BD-632 S MONROE	24965	\$500.00
Total for Check: 118122			\$500.00
<b>VERIZON WIRELESS</b>			
227260	MDT & IPADS FD 3-19/4/28	9829078616	\$189.00
227261	MDT/PARKING/IPADS PD	9829078616	\$306.01
227262	WATER PLANT ROUTER	9829078616	\$86.42
Total for Check: 118123			\$581.43
<b>VILLAGE OF LEMONT</b>			
227348	RANGE FEE 4/15-4/22	2019-0000057	\$200.00
Total for Check: 118124			\$200.00

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
<b>VILLAGE TRUE VALUE HDWE</b>			
227486	POOL PARTS	227546	\$13.48
227580	VH SPRAY FOR WET CARPET	110879	\$3.59
Total for Check: 118125			\$17.07
<b>VINJE, JENS</b>			
227496	CLASS CANCEL	191909	\$85.00
Total for Check: 118126			\$85.00
<b>VRANICAR, MATTHEW</b>			
227181	SOLD CAR STICKER RETURN	051519	\$40.00
Total for Check: 118127			\$40.00
<b>WAGEWORKS</b>			
227194	APR2019 MONTHLY FEE	INV1405641	\$27.00
227194	APR2019 MONTHLY FEE	INV1405641	\$18.00
227194	APR2019 MONTHLY FEE	INV1405641	\$18.00
227194	APR2019 MONTHLY FEE	INV1405641	\$36.00
227194	APR2019 MONTHLY FEE	INV1405641	\$9.00
227194	APR2019 MONTHLY FEE	INV1405641	\$8.00
227194	APR2019 MONTHLY FEE	INV1405641	\$18.00
227194	APR2019 MONTHLY FEE	INV1405641	\$18.00
Total for Check: 118128			\$152.00
<b>WAREHOUSE DIRECT INC</b>			
227161	STAPLES/MARKERS/CALCULATO	4289308-0	\$23.30
227165	TONER FOR FD COLOR PRINT	4289620-0	\$551.49
227175	TONER FOR POOL	4287919-0	\$58.11
227176	OFFICE ORGANIZERS-POOL	4286787-0	\$83.48
227332	OFFICE SUPPLIES	4288015-0	\$48.03
227440	ADMIN OFFICE SUPPLIES	4296703-0	\$41.55
227441	GENERAL OFFICE SUPPLIES	4296703-0	\$43.00
227442	POOL OFFICE SUPPLIES	4298109-0	\$186.46
227445	MISC PENS/GLUE STICKS	4296706-0	\$10.78
227446	WHITE BOARD CLEANER	4296702-0	\$11.60
227447	BLUE PAPER FOR PERMITS	4297593-0	\$49.90
227448	COPY PAPER	4297593-0	\$173.75
227448	COPY PAPER	4297593-0	\$173.75
227461	TOWELS/TOLIET PAPER	429911-0	\$161.92
227462	WHITE BOARD CLEANER	429911-0	\$86.67
227487	BANDAIDS	4297604-0	\$5.09
227510	OFFICE SUPPLIES	4292315-0	\$23.11
227522	OFFICE SUPPLIES	4298151-0	\$31.26
227581	OFFICE SUPPLIES	4296695	\$140.36
227582	OFFICE SUPPLIES	4296709	\$20.17
227618	DISPLAY POCKETS POOL	4304412-0	\$21.50
Total for Check: 118129			\$1,945.28

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
<b>WARREN OIL COMPANY</b>			
227341	UNLEADED FUEL	W1223564	\$16,120.06
227342	DIESEL FUEL	W1223564	\$3,440.25
<b>Total for Check: 118130</b>			<b>\$19,560.31</b>
<b>WESCON UNDERGROUND</b>			
227620	EMER REP-BROKEN FITTING	19-4018	\$1,750.00
227638	FIRE HYDRANT REPLACE	19-4018	\$6,750.00
<b>Total for Check: 118131</b>			<b>\$8,500.00</b>
<b>WEST CHICAGO FIRE</b>			
227469	OFFICER SYMPOSIUM	KRF19-024	\$400.00
<b>Total for Check: 118132</b>			<b>\$400.00</b>
<b>WEST SUBURBAN DETECTIVES</b>			
227322	2019 MEMBERSHIP	100919	\$75.00
<b>Total for Check: 118133</b>			<b>\$75.00</b>
<b>WESTERN REMAC, INC</b>			
227265	SIGN POSTS & ANCHORS	56428	\$760.00
<b>Total for Check: 118134</b>			<b>\$760.00</b>
<b>WESTMONT PARK DISTRICT</b>			
227385	GYMNASTICS MARCH 2019	05132019	\$252.00
<b>Total for Check: 118135</b>			<b>\$252.00</b>
<b>WILD EARP &amp; THE FREE FOR</b>			
227488	SUMMER BREW & Q	JUNE14	\$1,000.00
<b>Total for Check: 118136</b>			<b>\$1,000.00</b>
<b>WILLOWBROOK FORD INC</b>			
227380	SQUAD 40 AUTO SERVICE	6288818/1	\$128.62
<b>Total for Check: 118137</b>			<b>\$128.62</b>
<b>ZACK, DOROTHY</b>			
227508	CONT BD-425 GLENDALE	25048	\$500.00
<b>Total for Check: 118138</b>			<b>\$500.00</b>
<b>COMCAST</b>			
227630	POOL 6/4-7/3/19	8771201110037136	\$146.85
<b>Total for Check: 118139</b>			<b>\$146.85</b>
<b>DUPAGE COUNTY DIV OF</b>			
227517	NO PARKING SIGNS	4280	\$113.28
<b>Total for Check: 118140</b>			<b>\$113.28</b>
<b>ILCMA</b>			
227619	GARGANO-DUES ILCMA-IAMMA	060319	\$480.00

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
		Total for Check: 118141	\$480.00
CHRIS NYBO LLC			VOID 118142
227643	CONSULTING-MAY19	37	\$6,000.00
		Total for Check: 118143	\$6,000.00
FIRESTONE STORES			
227640	#43 NEW TIRES	128910	\$621.35
227641	#46 NEW TIRES-ALIGN	128846	\$641.35
227642	REP DAMAGE TIRE #41	128995	\$142.84
		Total for Check: 118144	\$1,405.54
AGAPE INTERNATIONAL			VOID 118145
227656	KLM SECURITY DEP-EN190513	26614	\$500.00
		Total for Check: 118146	\$500.00
ALCANTARA, ELIANNY			
227655	KLM SECURITY DEP-EN190602	24818	\$250.00
		Total for Check: 118147	\$250.00
BLANCHINSKI, KRIS			
227663	TREE PLANT REIMBURSE	1637827	\$260.00
		Total for Check: 118148	\$260.00
CHANG, KENNETH			
227653	CLASS CANCEL-GO GIRL GO	192298	\$42.00
		Total for Check: 118149	\$42.00
DONALD, SHARON			
227649	KLM SECURITY DEP-EN190526	24549	\$250.00
		Total for Check: 118150	\$250.00
GARCIA, ALEJANDRINA			
227646	CLASS CANCEL-SOCCER	192238	\$188.00
		Total for Check: 118151	\$188.00
GEARY, MAUREEN			
227648	KLM SECURITY DEP-EN190525	24842	\$500.00
		Total for Check: 118152	\$500.00
KOUBA, MICHELLE			
227645	SOCCER CLASS CANCELLED	191969	\$37.00
		Total for Check: 118153	\$37.00
KUMAR, PRACHI			
227650	CLASS CANCEL-GO GIRL GO	192299	\$52.00
		Total for Check: 118154	\$52.00

Run date: 05-JUN-19

Village of Hinsdale

Page: 24

WARRANT REGISTER: 1700

DATE: 06/11/19

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
<b>LITE, ASHLEY</b>			
227652	CLASS CANCEL-GO GIRL GO	192296	\$52.00
Total for Check: 118155			\$52.00
<b>NELSONK, KYLE</b>			
227647	CONT BD-17 S MONROE	25148	\$500.00
Total for Check: 118156			\$500.00
<b>SCHMIEGE, KATHLEEN</b>			
227659	CLASS CANCEL-SOCCER	192305	\$94.00
Total for Check: 118157			\$94.00
<b>SODIKOFF, MONICA</b>			
227658	CLASS CANCEL-8 & UNDER	192310	\$340.00
Total for Check: 118158			\$340.00
<b>TEMPLE, MELISSA</b>			
227644	CLASS CANCEL	191997	\$175.00
Total for Check: 118159			\$175.00
<b>VILLAGE TRUE VALUE HDWE</b>			
227661	REPAIR & HANGING HOOKS	130318	\$3.85
227661	REPAIR & HANGING HOOKS	130318	\$7.65
Total for Check: 118160			\$11.50

REPORT TOTAL \$2,207,605.16

END OF REPORT



**REQUEST FOR BOARD ACTION**  
Administration

**AGENDA SECTION:** Consent - EPS  
**SUBJECT:** Lobbyist Services to Oppose House Bill 3172  
**MEETING DATE:** June 11, 2019  
**FROM:** Kathleen A. Gargano, Village Manager

---

**Recommended Motion**

Approve a lobbying services agreement with Chris Nybo LLC, 444 Mitchell Avenue, Elmhurst, through December 31, 2019.

**Background**

During the current legislative session, Representative Durkin introduced Illinois House Bill 3172, which was approved by the Illinois House of Representatives in April 2019, seeking to require the sharing of sales tax revenue with other municipalities, specifically targeted to compel Hinsdale to share its sales tax with Western Springs. After passing out of the House, the bill is moved for consideration by the Senate. Spring session is set to end on May 31 but may be extended. The bill could be called for a vote now or any time during the Veto session.

**Discussion & Recommendation**

Due to the significant adverse impact this legislation would have on Hinsdale, the Village has engaged the services of a lobbyist to advocate against HB 3172 on behalf of the Village.

The agreement with Chris Nybo LLC commenced on March 27, 2019, as it was important to secure a lobbyist to begin working as this bill was making its way through the House quickly. However, the amount that the Village has incurred for services rendered will soon exceed the Village Manager's authority.

The agreement provides 30 days' notice of cancellation for either party and is intended to run through the Veto session.

**Budget Impact**

The amount of the agreement is \$6,000 per month and the agreement ends December 31, 2019. The budget account utilized is 1013-7299 (Other Professional Services). This is an unbudgeted expense.

**Village Board and/or Committee Action**

At their meeting of May 21, 2019, the Village Board agreed to move this item forward, as presented, to the consent agenda of their next scheduled meeting.

**Documents Attached**

1. Lobbyist services agreement

## **LOBBYING SERVICES AGREEMENT**

This Lobbying Services Agreement (this "Agreement") is entered into this \_\_\_ day of March, 2019, by and between Chris Nybo LLC, a consulting firm with offices at 444 Mitchell Avenue, Elmhurst, Illinois 60126 ("CNL"), and the Village of Hinsdale ("Client") (together, the "Parties").

WHEREAS, Client wishes to retain CNL to perform certain lobbying services (hereinafter more particularly described) on behalf of Client and its subsidiaries, successors, affiliated and related entities (collectively, the "Client Group"); and

WHEREAS, CNL has represented to Client that it is capable and is willing to undertake the performance of lobbying services in the State of Illinois.

NOW THEREFORE, in consideration of the payments to be made to CNL, as herein provided, and the mutual agreements herein contained, the Parties agree as follows:

### **1. Terms and Termination.**

(a) This Agreement shall be effective as of March 27, 2019, and shall continue in full force and effect through December 31, 2019; provided, however, that either Party may terminate this agreement at any time without liability, upon thirty days (30) written notice. In the event of termination, any monthly invoices already billed and owing shall be paid, and the final thirty (30) day period shall be prorated accordingly.

(b) For and in consideration of CNL's performance of services in accordance with the terms and conditions of this agreement, Client shall pay CNL, a fee of \$6,000 per month, payable upon monthly invoice.

(c) It is understood and agreed that the compensation recited within this section includes usual and ordinary costs and expenses. If CNL determines that there is a need to incur extraordinary costs and expenses in the performance of services hereunder, then in that event, Client shall reimburse CNL for the same, provided the nature, amount and circumstances thereof are fully disclosed to and approved by an authorized representative designated by Client under Section 5, herein, prior to the time the same are incurred, and upon receipt of a detailed accounting of all such extraordinary costs and expenses.

### **2. Governmental Relations/Lobbying Services.**

Client hereby retain CNL, and CNL, hereby undertakes to exercise its best effort to protect and promote the business, products, reputation and interests of the Client Group in the State of Illinois by, in conjunction with the consulting firm of Alfred G. Ronan, Ltd., performing the following services (collectively, the "Services"):

(a) Monitoring and keeping Client apprised on a regular basis of all bills and amendments now pending or proposed or which may be proposed during the term hereof, in the Illinois state legislature, pertaining to the business, projects, reputation or interests of the Client Group.

- (b) Providing Client with information and guidance as to the matters described herein and making recommendations as to the appropriate actions which should be taken consistent with the objectives of this Agreement;
- (c) Lobbying efforts with key legislative officials and their staffs, on matters pertaining to the business, products, reputation or interests of the Client Group; and
- (d) On instructions from an authorized representative, undertaking such actions as to Client may deem appropriate and consistent with the objectives of this Agreement, which actions shall include, but not limited to, appearing and/or testifying at hearings and promote the interests of the Client Group with respect to matters and/or proceedings proposed or pending before the Illinois state legislature.
- (e) CNL shall maintain close liaison and frequent communication with the authorized representatives designated by Client, particularly during critical periods or on priority items.

### **3. Conflicts of Interest.**

In the event that a possible conflict of interest arises at any time during the term of this Agreement between the interests of the Client Group and those of CNL's other clients, CNL agrees to notify the thereof promptly Client and shall, if so directed by Client refrain from performing services with respect to such area of competing interest. CNL agrees that Client shall have the right to terminate this Agreement without liability upon written notice to CNL, if, in Client's sole judgment, upon reasonable basis, CNL's representation of its other client conflicts with the best interests of the Client Group.

### **4. Compliance with State and Federal Laws.**

The Parties recognize and agree that it has been the other's long – standing policy to comply fully with all applicable federal, state and local laws regulative corporate political and governmental relationships/lobbying activities, and each of the Parties agrees that he/she/it will fully comply with all federal, state or local governmental or judicial body, agency or official pertaining to its performing services.

### **5. Confidentiality.**

Inasmuch as in the rendering of Services hereunder, CNL, its associates and employees may acquire confidential information and data concerning the business and operations of, or belonging to Client, and additional information and data will be made available to or developed by CNL; CNL agrees to treat and maintain all such information and data as the Client's confidential property and not to divulge it to others at any time or use it for private purposes or otherwise, except as such use or disclosure may be required in connection with performance of the Services or as may be consented to by Client, unless and until such information becomes a part of the public domain or CNL legally acquires such information without restriction on disclosure from sources other than Client or other companies with whom Client has a business relationship.

### **6. Independent Contractor.**

CNL is and shall act as an independent contractor in performing the Services hereunder.

7. Non-Assignment.

This Agreement shall be personal to the Parties hereto and no Party shall (by operation of law or otherwise) transfer or assign its rights or delegate its performance hereunder; and any such transfer, assignment or delegation shall be void and of no effect. Notwithstanding the foregoing, Client acknowledges and agrees that the consulting firm of Alfred G. Ronan, Ltd., will assist in the performance of the Services.

8. Miscellaneous.

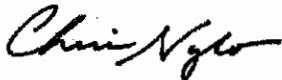
(a) This agreement constitutes the full understanding of the Parties and a complete allocation of risks between them and a complete and exclusive statement of the terms and conditions of their agreement relating to CNL's performing services hereunder and supersedes any and all prior agreements, whether written or oral between the Parties. No waiver by any Party with respect to any breach or default or of any right or remedy, nor any course of dealing, shall be deemed to constitute a continuing waiver or any other breach or default or of any other right or remedy, unless such waiver be expressed in writing and signed by the Party to be bound.

(b) All provisions of this Agreement are severable and any provision which may be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remaining provisions.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date first above written.

Chris Nybo LLC

Village of Hinsdale



By \_\_\_\_\_  
Christopher Nybo  
President

By \_\_\_\_\_  
Name:  
Title:



## REQUEST FOR BOARD ACTION

Public Services &amp; Engineering

**AGENDA SECTION:** Consent Agenda

**SUBJECT:** Contract Award – KLM Lodge Roof and Brush Hill Station Roof Repairs

**MEETING DATE:** June 11, 2019

**FROM:** Jim Piontkowski, Building Supervisor  
Brendon Mendoza, Administrative Analyst

---

**Recommended Motion**

Award Roofing Repair Services for the Katherine Legge Memorial Lodge Roof and Gutters and Brush Hill Train Station Roofs to Huebner Roofing Inc. in the amount not to exceed \$62,500.

**Background**

Included in the Village's Five Year Capital Improvement Plan ("CIP") are roof and gutter repairs to the Katherine Legge Memorial ("KLM") Lodge and Brush Hill Train Station Roofs. These repairs have been incorporated in the Village's Five Year CIP based upon recommendations within the roof study that was conducted by consultants hired by the Village in Fiscal Year ("FY") 2016-17.

***KLM Lodge Roof***

The KLM Lodge is a rental property that is utilized for private events, such as weddings and social activities. The KLM Lodge has 12 individual roof peaks that encompass a variety of materials. Repairs to the roof, including patching, seal coating, material replacement, and gutters repairs are recommended in accordance with the FY 2016-17 Village-owned roof study. Included in the 2019-20 CIP is \$65,000 for repairs to the KLM Lodge Roof and Gutters.

***Brush Hill Train Station Roofs***

The Village's main train station, Brush Hill, is a historic building with a clay tile roof. The roof has deteriorated to the point where repairs are required. The FY 2016-17 roof study recommends tile replacement and repairs be performed. The platform canopy roof on the North side of the tracks will also be repaired. Included in the 2019-20 CIP is \$41,400 for the Brush Hill Train Station Roofs.

**Discussion & Recommendation**

In August of 2018, Public Services completed a sealed bid process for repairs to the KLM Lodge Roof and Brush Hill Train Station Roofs, however, the Village only received one (1) bid. Due to receiving one (1) bid, Public Services rejected the bid and deferred the repairs to FY 2019-20.

Public Services solicited quotes from three (3) contractors. Huebner Roofing Inc. ("Huebner Roofing") provided the lowest bid for the KLM Roof Repairs at \$56,300 and the Brush Hill Train Station Roof Repairs at \$6,200 for a combined total of \$62,500, which combined, is \$43,900 under budget. Provided in the tables below is a breakdown of pricing for each facility. Public

Services recommends utilizing Huebner Roofing for repairs to the KLM Lodge Roof and Brush Hill Train Station Roofs in the amount of \$62,500.

<b>KLM Lodge Roof Project</b>			
<b>Vendor</b>	<b>Huebner Roofing</b>	<b>Mortenson Roofing</b>	<b>Knickerbocker Roofing</b>
<b>Price</b>	\$56,300	\$65,000	\$86,473
<b>Budgeted Amount</b>	\$65,000	\$65,000	\$65,000
<b>Difference</b>	\$8,700	\$0	(\$21,473)

<b>Brush Hill Station Roof Project</b>			
<b>Vendor</b>	<b>Huebner Roofing</b>	<b>Mortenson Roofing</b>	<b>Knickerbocker Roofing</b>
<b>Price</b>	\$6,200	\$11,800	\$20,522
<b>Budgeted Amount</b>	\$41,400	\$41,400	\$41,400
<b>Difference</b>	\$35,200	\$29,600	\$20,878

Upon further review, Village staff adjusted the scope of work for repairs to the Brush Hill Train Roofs, which reduced the cost of the project.

#### **Budget Impact**

Included in the FY 2019-20 CIP is \$65,000 for repairs to the KLM Lodge Roof and Gutters and \$41,400 for repairs to the Brush Hill Train Station Roofs. Huebner Roofing submitted a proposal in the amount of \$56,300 for repairs to the KLM Lodge Roof and Gutters and \$6,200 for the Brush Hill Train Station Roofs. The KLM Lodge Roof and Gutter Repairs are \$8,700 under budget and the repairs to the Brush Hill Train Station Roofs are \$35,200 under budget, for a combined total of \$43,900 under budget.

#### **Village Board and/or Committee Action**

Per the Village's approved meeting policy, this award is included on the Consent Agenda without the benefit of a First Reading as it meets the definition for a routine item: it is included in the approved budget, is under budget, and is less than \$500,000.

#### **Documents Attached**

1. FY19-20 CIP Pages – KLM Lodge Roof and Gutters & Brush Hill Station Roofs Projects
2. Huebner Roofing Quotes

## Attachment #1

### *Parks and Recreation*

KLM Lodge	2019-20
<b>Gutters &amp; Soffit Replacement</b>	<b>\$30,000</b>

#### **Original Purchase Date**

N/A



*KLM Lodge Gutters*

#### **Project Description & Justification**

The KLM Lodge is rented for private events such as weddings and social activities. The Lodge was constructed in the 1920s. Portions of the gutters and wood soffit are pulling away from the roof line. If left in its current condition, water could get under the roof line and cause damage. The weddings and social events hosted at the Lodge not only utilize the interior but the exterior of the Lodge. It is important the facility be properly maintained in order to remain marketable. These repairs are recommended in accordance with the Village's FY 2016-17 roof study. A copy of the roof study has been provided electronically to all Trustees and Finance Commissioners.

#### **Project Update**

There are no updates to this project.

#### **Project Alternative**

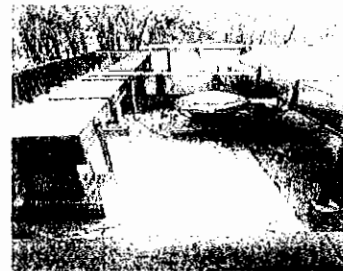
The alternative is to delay the project and reschedule the project during later years.

*Parks and Recreation*

KLM Lodge	2019-20
<b>Roof Repairs</b>	<b>\$35,000</b>

**Original Purchase Date**

N/A



*KLM Roof*

**Project Description & Justification**

The KLM Lodge is a rental property that is utilized for private events such as weddings and social activities. The Lodge has 12 individual roof peaks that encompass a variety of materials. Repairs to the roof, including patching, seal coating, and material replacement, are being recommended in accordance with the FY 2016-17 roof study. A copy of the roof study has been provided electronically to all Trustees and Finance Commissioners.

**Project Update**

There are no changes to this project.

**Project Alternative**

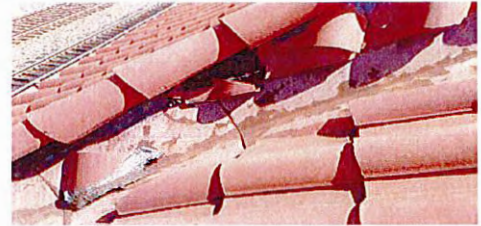
The alternative is to delay the project and reschedule the project during later years.

## *Public Services*

Building Maintenance	2019-20
<b>Repair Brush Hill Train Station Roof</b>	<b>\$41,400</b>

### **Original Purchase Date**

N/A



*Metra Commuter Rail Station (Brush Hill)  
Roof*

### **Project Description & Justification**

The Village's main train station, Brush Hill, is a historic building with a clay tile roof. The roof has deteriorated to the point where repairs are required. The FY 2016-17 roof study recommends that \$30,000 in tile replacement and repairs be performed in FY 2018-19 to ensure that water does not infiltrate the roof and cause further damage. A copy of the roof study has been provided electronically to all Trustees and Finance Commissioners.

### **Project Update**

This project has been deferred from FY 2018-19 to FY 2019-20.

### **Project Alternative**

If the roof repairs are not completed, the roof will continue to deteriorate resulting in leaks which could cause mold and structural damage.



**HRI**  
**HUEBNER ROOFING INC.**  
 SPECIALIZING IN SLATE AND TILE ROOFS

Office (630) 257-9891 • Fax: (630) 243-6633 • Cellular: (708) 525-3171  
 Office 730 Chestnut Street • Lemont, IL 60139 • www.iiroofer.com

## WORK PROPOSAL

Name: James Piontkowski  
 Village of Hinsdale  
 Address: 19 E. Chicago Ave.  
 City/State: Hinsdale, IL 60521  
 Phone: 630 878-2015

Date: 5/11/19

The undersigned proposes to furnish all materials and perform all labor necessary to complete the following:

All work to be performed at KLM Lodge 5901 County line rd. Hinsdale, IL. According to attached scope of work submitted.

1. Top Flat Roof Repairs.
2. Slate Roof Repairs.
3. Small Southwest Copper Roof Repairs.
4. Small South Copper Roof.
5. Northwest Copper Roof.
6. West Side Flat Roof.
7. East Side Flat Roof.

Gutter Work B and J East side gutters approx.. 120 linear feet.

Roof B Patch open Seams

Roof E Patch open Seams and install expansion.

Roof G Replace 22 foot linear ft.

This proposal is submitted for your acceptance within (30) thirty days and is subject to revision during any period of time after the (30) thirty days without notice unless specifically stated in writing to the contrary. All of the above work is to be completed in a substantial and workmanlike manner for the sum of:

\$42,300.00 if modified bitumen is to be used for flat roofs.

\$56,300.00 if 50 mil PVC is to be used.

Payment is to be made as follows: according to approved payment schedule.

There is a 5 Year Workmanship Warranty.

Any alteration or deviation from the above specification involving extra cost of material or labor will only be executed upon written orders for the same and will become an extra charge over the sum mentioned in this proposal.

Respectfully submitted,



Keith E. Huebner  
 Huebner Roofing

### ACCEPTANCE

You (the contractor) are hereby authorized to furnish all materials and labor required to complete the work mentioned in the above proposal for which the undersigned agrees to pay the amount mentioned in said proposal and according to the terms thereof.

DATE: \_\_\_\_\_ ACCEPTED BY: \_\_\_\_\_

\*Please sign, date, and return so we can schedule..

  
**HUEBNER ROOFING INC.**  
SPECIALIZING IN SLATE AND TILE ROOFS

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### WORK PROPOSAL

Name: James Piontkowski  
Village of Hinsdale  
Address: 19 E. Chicago Ave.  
City/State: Hinsdale, IL 60521  
Phone: 630 878-2015

Date: 5/1/19

The undersigned proposes to furnish all materials and perform all labor necessary to complete the following:

**All work to be performed at Brush Hill Station and Platform Canopy**

1. Replace cracked hip cover tile.
2. Reposition and secure all tile.
3. Replace any missing top closures.
4. Replace all broken field tile.
5. Replace 16 foot damage copper gutter as discussed.
6. Re-seal chimney flashings.

This proposal is submitted for your acceptance within (30) thirty days and is subject to revision during any period of time after the (30) thirty days without notice unless specifically stated in writing to the contrary. All of the above work is to be completed in a substantial and workmanlike manner for the sum of:

**\$6,200.00 Six thousand two hundred dollars.**

Payment is to be made as follows:  $\frac{1}{2}$  down  $\frac{1}{2}$  **upon completion**

Any alteration or deviation from the above specification involving extra cost of material or labor will only be executed upon written orders for the same and will become an extra charge over the sum mentioned in this proposal.

Respectfully submitted,



Keith E. Huebner  
Huebner Roofing

---

### **ACCEPTANCE**

You (the contractor) are hereby authorized to furnish all materials and labor required to complete the work mentioned in the above proposal for which the undersigned agrees to pay the amount mentioned in said proposal and according to the terms thereof.

DATE: \_\_\_\_\_ ACCEPTED BY: \_\_\_\_\_

\*Please sign, date, and return so we can schedule..

**REQUEST FOR BOARD ACTION**  
**Finance**

**AGENDA SECTION:** Second Reading – ACA  
**SUBJECT:** Blanket Purchase Orders  
**MEETING DATE:** June 11, 2019  
**FROM:** Darrell Langlois, Finance Director

---

**Recommended Motion**

To approve blanket purchase orders for Fiscal Year 2019-2020 totaling \$590,096 and waive the competitive bid requirements where applicable.

**Background**

Attached for the Village Board's consideration are requested Blanket Purchase Orders for Fiscal Year 2019-20 which would exceed the Village Manager's purchasing authority of \$20,000. Blanket purchase orders are normally issued to vendors where frequent purchases are made throughout year in order to streamline purchasing procedures for routine purchases, proprietary items, or sole-source vendors.

**Discussion & Recommendation**

The issuance of blanket purchase orders does not relieve the departments of following all of the purchasing procedures required in the Purchasing Policy Manual; this action is only required as it is expected that we may spend in excess of \$20,000 to these particular vendors in the next fiscal year.

**Budget Impact**

Sufficient budgeted funds exist in the various line items to support this request

**Village Board and/or Committee Action**

The first reading of this item was held on May 21, 2019 whereby it was the consensus of the Village Board to place this item on the second reading agenda for June 21, 2019.

**Documents Attached**

1. Blanket Purchase Order List

**Village of Hinsdale**  
**Blanket Purchase Orders Over \$20,000**  
**Fiscal Year 2019-20**

<b>Vendor</b>	<b>Department</b>	<b>Description</b>	<b>Amount</b>
Andres Medical Billing	Finance	Ambulance Billing Service	\$32,000
Cargill (State of Illinois Joint Purchasing Salt)	Public Services	Roadway Salt	\$45,269
Compass Minerals America (DuPage Co.Joint Bid)	Public Services	Roadway Salt	\$58,072
Core & Main	Public Services	Water Main and Sewer Parts and Supplies, Meters	\$56,200
Direct Advantage	EDC Initiatives	Hinsdale Business Promotions	\$90,000
Hawkins, Inc.	Public Services	Veeck CSO and Pool Chemicals	\$25,000
Kroeschell Service Inc	Public Services	HVAC Repairs and Service	\$24,100
Ryan & Ryan	Administration	Legal Services Related to Tollway	\$50,000
Sprint/Nextel	All Departments	Cell Phones	\$30,000
Suburban Tree Consortium	Public Services	Trees	\$107,055
Third Millennium	General Government	Water Bill Printing and Mailing/Vehicle Licenses	\$30,000
Warehouse Direct	All Departments	Office Supplies	\$42,400
<b>Total</b>			<b>\$590,096</b>

**REQUEST FOR BOARD ACTION**  
**Police Department**

**AGENDA SECTION:** Second Reading - ZPS

**SUBJECT:** Amending the Village Code Chapter 5 Section 7 regarding the restraint of dogs in the public way and the impoundment of vicious dogs

**MEETING DATE:** June 11, 2019

**FROM:** Brian King, Chief of Police

---

**Recommended Motion**

Approve an Ordinance Amending Title 5 ("Police Regulations"), Chapter 7 ("Dogs, Cats, and other Animals"), Section 5-7-10 ("Restraint") and Section 5-7-11 ("Impoundment") of the Village Code of Hinsdale Related to Leashing Dogs and Impounding Dangerous or Vicious Dogs Pending Investigation

**Background**

There are two proposed changes to Chapter 5 Section 7 of the Village Code relative to dogs. The first is to require owners to leash their dogs in the public way; the current ordinance only requires voice control. The second is regarding impounding vicious or dangerous dogs. The change in the ordinance would give the Hinsdale Police Department the authority to impound dogs that are involved in serious attacks on humans to confinement in the Hinsdale Humane Society while DuPage County Animal Services completes an investigation. This is narrowly limited to cases in which dogs have bitten humans and by the nature and severity of the injury, are likely to be deemed dangerous or vicious by the DuPage County Animal Services or the owner of the dogs under investigation by DuPage County Animal Services as a reckless owner. The Village Code currently permits confinement, but only to the point where the Village can determine if there is a rabies inoculation.

**Discussion**

This recommendation was presented to the Village Board as a discussion item on May 7, and the draft ordinance presented reflects that discussion. However, should the Board determine to approve only one of the proposed changes, or have any additional modifications, the final ordinance document can be revised to reflect those recommendations before a second reading and approval of the ordinance.

**Budget Impact**

These cases are extremely rare; however, the Village would be responsible for the cost of the confinement if a vicious dog attack occurs and we exercised this option.

**Village Board and/or Committee Action**

At the May 21<sup>st</sup> meeting of the Village Board, trustees provided input and suggested changes. These were reviewed by the Village Attorney and attached is the final draft of the ordinance.

**Documents Attached**

1. Amended Ordinance final draft
2. Memo – Communication Plan
3. Flyer – Attention Hinsdale Dog Owners
4. Flyer – Do's & Don'ts of Dogs at KLM Park

**VILLAGE OF HINSDALE**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING TITLE 5 ("POLICE REGULATIONS"), CHAPTER 7 ("DOGS, CATS, AND OTHER ANIMALS"), SECTION 5-7-10 ("RESTRAINT") AND SECTION 5-7-11 ("IMPOUNDMENT") OF THE VILLAGE CODE OF HINSDALE RELATED TO LEASHING DOGS AND IMPOUNDING DANGEROUS OR VICIOUS DOGS PENDING INVESTIGATION**

**WHEREAS**, the Village of Hinsdale carefully licenses and regulates dogs, cats, and other animals in the Village; and

**WHEREAS**, among the dog, cat, and other animals regulations are regulations on restraining dogs established by Section 5-7-10 of the Village Code of Hinsdale; and

**WHEREAS**, also among the dog, cat, and other animals regulations are impoundment requirements, which are set forth in Subsection 5-7-11 (C) of the Village Code of Hinsdale; and

**WHEREAS**, the President and Board of Trustees of the Village of Hinsdale have determined that it is appropriate and in the best interest of the Village and its residents to modify the regulations related to restraining dogs and impounding animals; and

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

**Section 1:** Title 5 ("Police Regulations"), Chapter 7 ("Dogs, Cats, and Other Animals"), Section 5-7-10 ("Restraint"), is hereby amended by adding the following:

Except as provided in subsection 5-7-7B of this chapter, all dogs on the public way shall be restrained at all times by way of a leash.

**Section 2:** Title 5 ("Police Regulations"), Chapter 7 ("Dogs, Cats, and Other Animals"), Section 5-7-11C ("Redemption"), is hereby amended by adding a new paragraph to read in its entirety as follows:

- C. Redemption: The owner of an impounded animal may redeem such animal by presenting to the Hinsdale Animal Shelter satisfactory proof of ownership and, if the impounded animal is a dog or cat, proof of valid rabies inoculation, and by paying the impoundment fee established in Section 5-7-14 of this Chapter and the actual cost incurred by the Hinsdale Animal Shelter in holding and treating such animal. No dog or cat shall be redeemed unless it has been vaccinated and licensed, at its owner's expense, pursuant to the provisions of this Chapter. (Ord., 2-3-1987; amd. Ord., 3-2-1993)

The Chief of Police has the discretion to temporarily detain a dog at the Hinsdale Animal Shelter that is a danger to the public health, safety, and welfare. The Chief of Police may consider the following criteria to temporarily detain the dog: the dog bite was within the Village corporate limits; the dog bit a human; the human bite victim requires medical care because of the dog bite; the dog or dog owner has past incidents of similar behavior; DuPage County Animal Services initiated a dangerous dog investigation, vicious dog investigation, or reckless dog owner investigation into the dog bite. The Village shall not detain the dog for a period of time longer than the investigation by DuPage County Animal Services, unless directed so by order of Court. The dog owner may appeal the determination of the Chief of Police to the Village Manager in writing. The Village Manager shall have five (5) business days from date of receipt of the written appeal to determine if the dog should be temporarily detained.

**Section 3:** Severability and Repeal of Inconsistent Ordinances. Each section, paragraph, clause and provision of this Ordinance is separable, and if any section, paragraph, clause or provision of this Ordinance shall be held unconstitutional or invalid for any reason, the unconstitutionality or invalidity of such section, paragraph, clause or provision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

**Section 4:** Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law.

PASSED this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

\_\_\_\_\_  
Thomas K. Cauley, Jr., Village President

ATTEST:

\_\_\_\_\_  
Christine M. Bruton, Village Clerk



## MEMORANDUM

**DATE:** June 7, 2019

**TO:** Kathleen A. Gargano, Village Manager

**CC:** President Cauley and the Village Board of Trustees

**FROM:** Anna Martch, Economic Development and Communication Specialist  
Brian King, Police Chief  
Jean Bueche, Management Analyst

**RE:** Communication Plan for Restraint of Dog in the Public Way

---

On May 21, the Village Board of Trustees had a first reading on amending the Village Code Chapter 5 Section 7 regarding the restraint of dogs in the public way and the impoundment of vicious dogs. The proposed ordinance would require all dog owners to leash their dogs in the public way whereas the current ordinance only requires voice control.

At the upcoming Village Board of Trustees meeting on June 11, the Board will vote on the ordinance change. If the ordinance change passes, staff would like to recommend the following communications plan to the public to bring awareness to this ordinance change. As part of the communication plan, staff recommends distributing both the attached informational flyer and the attached KLM brochure in the following ways:

- Send a paper mailing to all registered dog owners that the Village has on file.
- Hand out flyers to all businesses that provide services to dogs (i.e. animal hospital, vets, humane society, dog grooming, etc.).
- Post flyers at the train station and at the Village Hall.
- Post information on social media and the Village website.
- Send information out via the eHinsdale electronic newsletter.

If you have questions regarding the communications plan, please contact Anna Martch, [amartch@villageofhinsdale.org](mailto:amartch@villageofhinsdale.org). If you have questions regarding the ordinance or enforcement, please contact, Chief King, [bking@villageofhinsdale.org](mailto:bking@villageofhinsdale.org). If there is no comment, staff will proceed with the communication plan provided.

# ATTENTION HINSDALE DOG OWNERS



Effective June 11, all dogs on the public way shall be restrained at all times by way of a leash per Hinsdale Village ordinance. The public way includes all public areas, parks, sidewalks, streets, parkways, school zones, play areas or other public right of way or place.

*One exception is the portion of the KLM Park located north of the creek. In this area only, dogs must be on a leash or, if not on a leash, the dog must be within reasonable physical proximity to its owner and come to its owner's voice command.*

**KLM Dog Park Map**



## When on the public way...

- All dogs must be on a leash, unless in the dog area of KLM.
- All dogs must wear a collar.
- All dogs must be appropriately licensed and wear a tag as proof of licensing.

If you have questions regarding the ordinance or would like to report a dog not on a leash, please contact the Non-Emergency Police at 630-789-7070. Failure to comply with the ordinance above could result in a fine.

The purpose of this ordinance is to continue the Village's ongoing efforts to ensure the safety of the community.





**Help us  
keep the  
park clean  
and safe!**

Please remember that KLM Park is used daily by hundreds of people! From sporting activities to weddings and preschool, the park is constantly in motion. We love dogs, and are happy to provide open space for them and their owners to run at no cost. However, continued issues and violations will result in new practices and procedures. Help keep the open dog hours at KLM by reporting violators.

Together we can make the park more enjoyable for all!



19 E. Chicago Ave  
Hinsdale, IL 60521

Phone: 630-789-7090  
E-mail: [parkrec@villageofhinsdale.org](mailto:parkrec@villageofhinsdale.org)

**Attention Park  
Patrons!**

**See a violator? Unsafe conditions?  
Call the Police!**

**630.789.7070 or 911**



**Better  
LEASH  
than Sorry!**



**Keep your  
dog, others,  
and yourself  
safe!**

## **DO'S and DON'TS of DOGS at KLM Park**



### **Important Info!**

KLM is a PARK that allows specific dog hours,  
NOT a DOG PARK!

#### **Hours:**

March 1-Oct. 31: 5am-9am and 7pm-10pm

Nov. 1-Feb. 28: 5am-10am and 5pm-10pm

#### **Location:**

Anywhere NORTH of the creek! Do NOT walk your dog near playgrounds, pavilions, parking lots, the Lodge, or any buildings in the Park!

Maps illustrating the permitted areas are posted throughout KLM Park. They can also be found on our website at [www.villageofhinsdale.org/pr](http://www.villageofhinsdale.org/pr)

#### **Questions or Comments?**

Call us at 630.789.7090 or email us at [parkrec@villageofhinsdale.org](mailto:parkrec@villageofhinsdale.org)

## Hundreds of park users a day!

Hundreds of users visit KLM Park everyday! It's the largest park in Hinsdale at 52 acres! Below is a list of many (but not all!) activities that happen in the park!

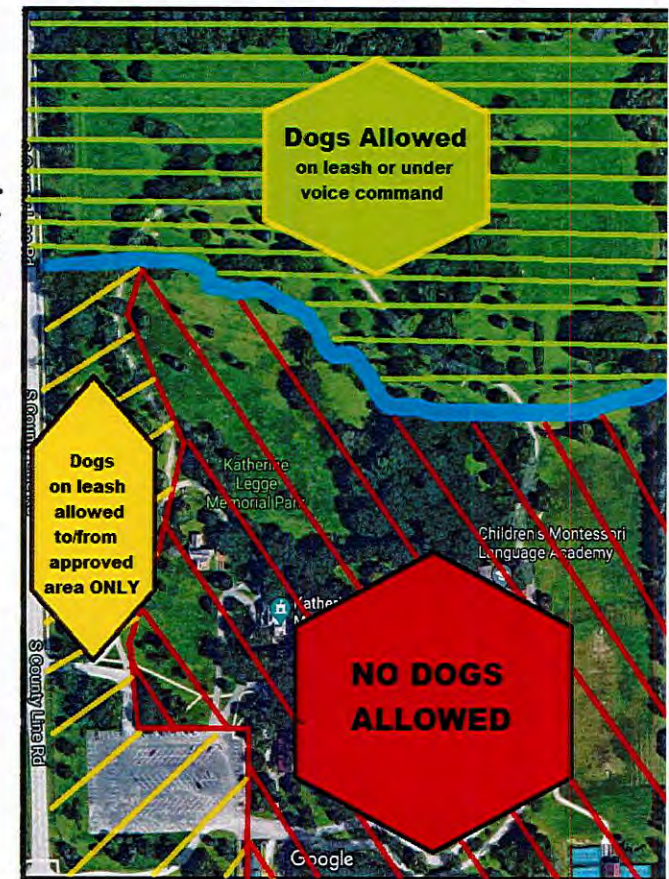
- ⇒ Weddings/Funerals/Birthday Parties, etc.
- ⇒ Disc Golf
- ⇒ Lacrosse/Rugby
- ⇒ Platform Tennis
- ⇒ Camps
- ⇒ Movies
- ⇒ Walking/Running/Cross Country Skiing
- ⇒ Preschool
- ⇒ Picnics
- ⇒ Cross Country Meets
- ⇒ Parks & Rec Programs
- ⇒ Tree Trimming/Mowing/Park Workers

**Mowing season is coming! See a mower, stay away!**

Please be courteous of the many users in the park! Not everyone loves dogs, so keep your distance and stay in the designated areas! Better leash than sorry!

## Things to Remember!

- ⇒ KLM is a PARK that allows specific dog hours, NOT a DOG PARK!
- ⇒ Hours are: March 1-Oct. 31: 5am-9am and 7pm-10pm; Nov. 1– Feb. 28 : 5am-10am and 5pm-10pm
- ⇒ Dogs are allowed in the area NORTH OF THE CREEK ONLY
- ⇒ Dogs MUST BE LEASHED to/from dog area
- ⇒ Dogs may be off leash if they meet both of these requirements: They are within physical proximity of their owner and within sight at all times AND they are under voice command at all times
- ⇒ All dogs must wear a collar with tags as proof of being fully licensed and have proof of current rabies inoculation
- ⇒ CLEAN UP AFTER YOUR PET! Poo bags and trash receptacles are provided at various locations along the walking path
- ⇒ Dogs are not permitted in the park during Village sponsored events or authorized events when signs are posted
- ⇒ No more than TWO dogs per owner
- ⇒ FAILURE TO COMPLY WILL RESULT IN A FINE!



Poo bags and trash receptacles are provided at various points along the walking path. We provide these free of charge, so please use them to pick up after your pet!

Notice an empty receptacle?

Call or email us!

630.789.7090

[parkrec@villageofhinsdale.org](mailto:parkrec@villageofhinsdale.org)





11a

## MEMORANDUM

**DATE:** June 11, 2019

**TO:** President Cauley and the Village Board of Trustees

**CC:** Kathleen A. Gargano, Village Manager

**FROM:** Heather Bereckis, Superintendent of Parks & Recreation

**RE:** Naming Request: KLM Paddle Hut

---

Attached is a Naming Request for the Katherine Legge Memorial Park (KLM) Paddle Hut submitted on behalf of the Hinsdale Platform Tennis Association (HPTA). HPTA is requesting to name the hut in recognition of Bill O'Brien and his decades of volunteer leadership to the paddle program.

Naming requests for an individual have four specific requirements that must be met for consideration. HPTA indicates that these requirements have all been met, as described in the attached petition letter. The requirements are as follows:

- Must possess outstanding significance to the Village and should have positively impacted an aspect of Village operations for at least five (5) years.
- Contributed substantial services to the expansion and growth of the Village, been closely associated with a significant community event, or brought honor to the Village through meritorious achievement at the local, national, or international level.
- If the Request is for an individual, that person must have resided in the Village of Hinsdale for a minimum of five (5) years.
- If the individual is living, written consent must be given to allow the naming. If the individual is deceased, permission must be granted in writing by the closest relative. A waiting period of five (5) years is required in relation to post-mortem requests.

A copy of the Naming Right Policy is also attached for reference.

May 30, 2019

Alice Waverley  
Hinsdale Parks and Recreation Commission

Dear Alice,

On behalf of HPTA, I submit this application to gain approval of naming rights for the KLM Paddle Hut in recognition of Bill O'Brien's decades of volunteer leadership.

In conjunction with HPTA's new lease agreement with the Village, and Bill O'Brien's significant contribution to the Village over the past 30 years, we are in compliance with the requirements stated in the 'Naming Rights Policy' approved by Village Trustees.

Below is a brief overview of our compliance with application policy:

- Bill O'Brien has been the primary individual influence behind the introduction to, and growth of platform tennis in Hinsdale over the past 30 years.
- Bill's leadership is the catalyst behind growth of platform tennis through Hinsdale Park District as well as at local private clubs that also service Hinsdale resident paddle players. (Hinsdale Golf Club, Salt Creek Club, Butterfield CC, Ruth Lake CC, Chicago Highlands CC, Edgewood Valley CC)
- Bill and Betsy O'Brien were residents of Hinsdale (827 S. Oak) for over 21 years (1985-2006) and raised their family in our community.
- Bill Obrien's written consent for this naming application is attached.
- HPTA is contributing \$360,000 to the renovation of the KLM Paddle Hut (90% of renovation cost) and additionally contributing thousands of volunteer hours annually to manage and maintain the platform tennis facilities and programs on behalf of Village.
- Three letters of recommendation are attached:
  1. HPTA
  2. Charlie Usher
  3. Craig Concklin
- If needed, HPTA has secured 200+ petition signatures from adult Hinsdale residents in support of this naming application. We can provide petitions signatures upon request.

Please let me know if have any questions or need additional information in relation to this naming request.

Best,



Marty Brennan  
President  
HPTA



## ADMINISTRATIVE POLICY

### Naming Rights Application

Person completing application Marty Brennan  
On behalf of (person or organization) Hinsdale Platform Tennis Association (HPTA)  
Address of person completing application 4516 Woodland, Western Springs, IL 60558

Home Phone # 312-925-1244 Cell 312-925-1244 Work 312-925-1244  
Email mbrennanmail@yahoo.com

Name Request "Bill O'Brien Paddle Tennis Center"  
Park land, facility, or amenity for naming request KLM Paddle Hut

- Please attach documentation explaining why this name should be considered and how it meets the criteria set forth in this policy. Attach any other supporting documents such as newspaper articles, and at least three letters of recommendation from interested/impacted stakeholders.
- If naming after an individual, please verify that the person or their immediate family has been contacted. Please attach written approval from the individual or person's immediate family.

Person Contacted Bill O'Brien Phone # 630-235-5113  
Person's Address 16 Lake Ridge Club Ct., Burr Ridge, IL 60527  
Relationship to Name Request \_\_\_\_\_  
Date Contacted May 21, 2019 By Whom Marty Brennan

### OFFICE USE

Date Received \_\_\_\_\_ Received By (Staff Initials) \_\_\_\_\_  
Request Verified by Parks and Recreation Director or designee \_\_\_\_\_  
Date Reviewed by Village Board \_\_\_\_\_ Referred to Parks & Recreation Commission? YES / NO  
Schedule for Parks and Recreation Commission Review \_\_\_\_\_  
Action \_\_\_\_\_  
Public notice posted by staff? YES/NO \_\_\_\_\_ Date \_\_\_\_\_  
Public support documented? YES/NO \_\_\_\_\_ Details \_\_\_\_\_  
Schedule for Village Board Review \_\_\_\_\_  
Action \_\_\_\_\_

### If Approved

Final name \_\_\_\_\_  
Location of park, facility, or amenity \_\_\_\_\_  
Signage details \_\_\_\_\_  
Dedication date \_\_\_\_\_

May, 2019

Village of Hinsdale Parks and Recreation Commission

Dear Park and Rec Commissioners,

On behalf of the Hinsdale Platform Tennis Association (HPTA), I am requesting the Hinsdale Park and Recreation Commission and Village Trustees approve our application to name the KLM Paddle Tennis Facility to honor the decades of volunteer leadership Bill O'Brien has donated to establish, organize and grow Hinsdale's Paddle Tennis Program and community.

Bill O'Brien and his wife Betsy raised their family in Hinsdale and resided on the 800 block of Oak Street for 21 years (1985-2006). Prior to moving his family to Hinsdale, Bill spent time on the east coast and was introduced to a game called platform tennis, which was a well established outdoor winter activity in northeastern U.S.. Bill learned to appreciate 'paddle' for it's physical challenge and, more importantly, for the camaraderie it fostered within an adult community looking to enjoy the outdoors in the hard northeast winters. When Bill returned to the Chicago area and settled his family in Hinsdale, he put his energy towards bringing platform tennis to this community to establish a fun adult activity that could bring people together to build friendships while playing a great game that many can enjoy.

Bill was introduced to Dennis and Connie Keller, Oak Brook residents (*Dennis grew up in Hinsdale*) who also had discovered the joy of paddle as a great winter activity. Bill shared his vision to bring paddle courts to Hinsdale with the Keller's - and they agreed it would be an important addition to the Village. Through Bill's efforts in working with Village officials and the Keller's generosity, in 1990 the paddle courts currently in Burns Field were procured through the generosity of the Keller's and donated to the Village. Bill now had a local venue to share his enthusiasm for the game he believed could improve the lives of active adults in Hinsdale and immediately began offering free lessons to residents who were intrigued by those odd looking courts in Burns Field.

Word spread quickly and Bill taught his initial students how to become competitive paddle players, organized the group and entered Hinsdale teams into the Chicago Platform Tennis League to compete with north shore private clubs...and this was the beginning of organized platform tennis in Hinsdale. Bill's free lessons to community residents continued - and as more Hinsdale men and women discovered the joy of paddle - the two courts in Burns Field could no longer support the growing paddle community. In 2004, Bill and others worked with the Village to build the KLM Paddle facility to support the growing Hinsdale Park District paddle program. Bill continues to provide free weekly paddle lessons at KLM to this day as well as helping support the growth of paddle in Hinsdale and surrounding communities.

Through Bill's passion and tireless efforts, what began as an idea in the late 80's and started with two Burns Field paddle courts in 1990 has grown into a vibrant community representing thousands of current/former Hinsdale residents who at one time have come to enjoy paddle over the past 29 years.

Below is an overview of the growth of paddle since Bill O'Brien introduced Hinsdale to this unique winter activity 29 years ago....

- 1990: Burns Field Courts donated – Bill O'Brien offers free lessons to Hinsdale residents
- 1991: Hinsdale enters competitive teams in the Chicago/North Shore league
- 1990's:
  - Two local paddle facilities (*public courts Burns Field / private courts Hinsdale Golf Club*)
  - Growth of resident participation and increased number of competitive league teams
  - Bill O'Brien establishes the HPTA (Hinsdale Platform Tennis Association) to support the growth of paddle in the Hinsdale area.
- 2004: KLM Paddle facility built (*4 courts & hut*)
- 2005-2010:
  - Rapid growth of participation in Hinsdale Park District Paddle Program – membership rose from 100 to 450 participants over 5 years.
- 2011: 2 new courts added to KLM Paddle facility (*total 6 KLM courts*)
- 2011-2019:
  - Local paddle facilities grow by over 500%
    - 2011 = 2 facilities / 7 courts
    - 2019 = 8 facilities / 36 courts
  - New paddle facilities built at Salt Creek Club, Hinsdale Golf Club, Butterfield CC, Ruth Lake CC, Chicago Highlands CC, Edgewood Valley CC, LaGrange CC
  - Over 1,250 Hinsdale area residents participate in paddle leagues in the current 2018-19 season. Easily the largest adult recreational activity in our community.

The one constant over three decades of paddle tennis in Hinsdale is the presence and generosity of Bill O'Brien. For 29 years, Bill continues (*now at 75 years young!*) to offer free paddle lessons every week (*average attendance of 20-24 players every week*) from September through March to Hinsdale area residents - representing a very conservative estimate of 10,000 volunteer hours to the Hinsdale community!

The exponential growth of paddle facilities and participation in the greater Hinsdale area is directly linked to Bill's volunteer efforts. The representatives that lead HPTA all were introduced to paddle by Bill. Furthermore, the club representatives who currently lead paddle tennis at Salt Creek Club, Hinsdale Golf Club, Butterfield CC, Ruth Lake CC, Chicago Highlands CC and Edgewood Valley CC are all current Hinsdale residents who were introduced to paddle tennis by Bill O'Brien. Every representative of HPTA and all of the above referenced private clubs will attest that the current paddle community would not exist without the energy, passion and selfless volunteer effort of Bill O'Brien.

In addition to Bill's impact on Hinsdale area paddle, he also contributes an equal amount of his volunteerism to the Chicago and national paddle tennis community.

Chicago:

- Bill oversees the CPTC (Chicago Platform Tennis Charities) including the management of the men's winter league involving 42 clubs and over 10,000 Chicago area men participating in league competition weekly throughout the winter.
- He also runs the largest paddle tournament in the country - The Chicago Intermediate Series Tournament - raising over \$20,000 in annual funding for Chicago area charities.
- Bill is an ongoing expert resource to other clubs that are building paddle facilities and other municipalities establishing park district paddle programs.

National:

- Bill has been a sitting board member of the APTA (American Platform Tennis Association) since 2005.
- Over that time he has served as APTA Secretary (2008-11), Vice President, (2014-18) and Interim President (2015).
- APTA is the organization that governs and supports the growth of paddle tennis nationally, hosting the annual men's/woman's/mixed national championship tournaments, multiple regional tournaments, and promoting local tournaments.

Perhaps the most enduring impact Bill has made on our community is his dignity, friendship and generosity. Beyond teaching the fundamentals of paddle tennis, Bill's opening promise to every participant in his Sunday night lessons at KLM is this... "in addition to enjoying paddle, you will start and build friendships with wonderful neighbors who you otherwise would not meet". This captures the true essence of Bill O'Brien. He is a friend who brings others together and fosters the friendships across a community of over 1,250 'paddle neighbors'. Bill O'Brien *is* Hinsdale Paddle. The thousands of Hinsdale residents who have spent time with Bill on the courts at Burns Field and KLM have formed a community that would never have existed without him. It all started with Bill in 1990 and since 2004 it has all happened at the KLM Paddle Facility.

For these reasons, we respectfully ask the Hinsdale Village Trustees to consider the naming of the KLM Paddle Facility to "*The Bill O'Brien Paddle Tennis Center*" to honor the remarkable influence one individual has had on Hinsdale and its residents.

Best,



Marty Brennan

President

Hinsdale Platform Tennis Association

Charles M. Usher Jr.  
324 Radcliffe Way  
Hinsdale, IL 60521  
idealco@aol.com  
(630) 986-1756

May 24, 2019

Village of Hinsdale  
Park & Recreation Commission

Re: Naming KLM Platform Tennis Facility  
"Bill O'Brien Paddle Tennis Center"

Commissioners,

I'm a 50+ year Village of Hinsdale Resident and I also served for 7 years as a Park & Recreation Commissioner. I am writing to endorse the Hinsdale Platform Tennis Association's application to name the KLM paddle facility in honor of Bill O'Brien. The following are some of the reasons that Bill O'Brien should be honored with this recognition.

- Bill O'Brien has been the singular leader of the Hinsdale Platform Tennis community since 1990.
- Bill has served as president of the HPTA for decades
- Bill has run local platform tennis tournaments for decades
- Bill has provided free introductory platform tennis lessons every Sunday evening for 20+ years. Bill has introduced hundred of Hinsdale paddle players thru his program.
- Bill has influenced the growth of the sport by providing advice and mentorship to other area programs including the Salt Creek Club and the Hinsdale Golf Club.

Bill gave me my first paddle lesson back in 1990 at the Burns Field courts. This was a life style improvement for our residents in providing an adult winter activity, the likes of which Hinsdale Park & Recreation never had before.

For all these reasons and more I urge you to support the naming of the KLM paddle facility the Bill O'Brien Paddle Tennis Center.

If you have any questions, please do not hesitate to contact me.

Sincerely,



Charles M. Usher Jr.

Hinsdale Parks and Recreation Committee  
Village of Hinsdale  
19 E. Chicago Ave.  
Hinsdale, IL 60521

Date: May 27<sup>th</sup>, 2019

Re: Paddle Tennis Hut @ KLM

Dear Committee Members,

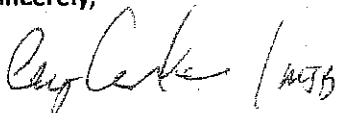
It is with great enthusiasm that I write this letter in support for the naming request for the above building. Bill O'Brien has been an integral piece of building the sport in Hinsdale and across all of Illinois.

I first met Bill in 1991, when I moved back to Hinsdale. He welcomed me and countless other residence to try platform Tennis.

This fabulous game attracts all ages and Bill has been a tireless shepherd, volunteering countless hours promoting the game. Bill is a selfless person who has many fine qualities. He is a true gentleman, kind, honest, and sincere. For decades he has promoted the game in Hinsdale not only for Hinsdale PD, by also HGC and SCC.

I respectfully entreat you to allow the request to name the KLM Paddle hut in his honor to commemorate his dedication, generosity and passion for the sport of Platform Tennis.

Sincerely,

A handwritten signature in cursive script, appearing to read "Craig Concklin", followed by a vertical line and the initials "MJB".

Craig Concklin  
800 Harding Rd.  
Hinsdale, IL 60521

May 21, 2019

Hinsdale Park and Recreation Commission,

I have been contacted by Marty Brennan on behalf of the Hinsdale Paddle Tennis Association (HPTA) and informed of their intention to secure naming rights for the KLM Paddle Tennis Facility. I give the HPTA approval to apply for naming rights representing my involvement with the Hinsdale paddle tennis community for the past three decades.

Sincerely,

A handwritten signature in black ink, appearing to read 'Bill O'Brien', with a stylized flourish at the end.

Bill O'Brien



## ADMINISTRATIVE POLICY

### VILLAGE OF HINSDALE PARKS & RECREATION DEPARTMENT Naming Rights Policy

#### Purpose

The purpose of this policy is to establish and provide guidelines, standards, and procedures for the naming of new or existing unnamed Village of Hinsdale Parks and Recreation park land, facilities, and amenities.

#### Policy

It is the policy of the Village of Hinsdale not to rename existing parks, facilities, and amenities except in the case where continued use of a name is not in the best interest of the Village as determined by the Village Board of Trustees. It is also the policy of the Village of Hinsdale to not name individual playing fields or playing surfaces located within a Village park.

Naming requests should be significant or symbolic; commemorating places, people, or events that are of continued importance to the community and future generations. Naming shall not result in undue commercialization of the park land, facility, or amenity.

Naming of newly acquired park land, and existing or new facilities and amenities should only be approved or recommended after careful consideration and in conformance with the procedures and guidelines set forth in this policy. The Village of Hinsdale reserves the right to add special conditions or requirements to each request, including additional evidence of community support. Compliance with these guidelines will be considered as the basis for a recommendation by the Parks and Recreation Commission to the Village Board only.

The Village Board of Trustees reserves the right to name new park land, facilities, and amenities in a way that best serves the interest of the community, and ensures a worthy and enduring legacy for the Village's park system.

#### Definitions

- Park Land: includes all currently designated or newly acquired public parks, gardens, and any natural spaces located within or owned and maintained by the Village.
- Facilities: any building or structure owned, operated, or leased by the Village and used primarily for Parks and Recreation Department programming.
- Amenities: All amenities and features other than facilities located on Village owned or leased park land.

#### General Considerations

- A. All signs that indicate the name of park land, facilities, or amenities shall comply with the established Village of Hinsdale aesthetic standards and comply with the applicable Village Code and Zoning regulations separate from this policy. Upon approval of the request, all costs associated with the purchasing and installation of signage shall be the responsibility of the requestor.
- B. The duration of the naming rights will coincide with the lifespan of the park land, facility, or amenity.
- C. Naming requests shall not result in duplicate names of park land, facilities, or amenities.
- D. Existing named Village parks will not be subdivided for additional naming purposes.

#### Naming Rights Categories and Requirements

- Individuals or Groups:



## ADMINISTRATIVE POLICY

- Must possess outstanding significance to the Village and should have positively impacted an aspect of Village operations for at least five (5) years.
- Contributed substantial services to the expansion and growth of the Village, been closely associated with a significant community event, or brought honor to the Village through meritorious achievement at the local, national, or international level.
- If the Request is for an individual, that person must have resided in the Village of Hinsdale for a minimum of five (5) years.
- If the individual is living, written consent must be given to allow the naming. If the individual is deceased, permission must be granted in writing by the closest relative. A waiting period of five (5) years is required in relation to post-mortem requests.
- Major Donations:
  - Contribution by the donor of at least 50% of capital construction, purchasing, or maintenance costs associated with developing/upgrading/expanding park land, facilities, or amenities.
  - Donation of a facility or park land was deeded to the Village by the donor.
- Historical Naming:
  - Community wishes to preserve and honor the history of a neighborhood, the Village, its founders, other historical figures, its heritage, local landmarks, prominent geographical location, as well as natural and geological features.
  - The historical significance of the event, people, and/or place must be demonstrated through research and written documentation.

### **Procedure for Naming Rights Requests**

1. Donor is required to complete the Naming Rights Application and submit it to the Parks and Recreation Department Director or designee.
2. Applications will be reviewed by the Parks and Recreation Department Director or designee, and if they meet the criteria set forth in this policy, they will be forwarded to the Village Board of Trustees for review as a discussion item.
3. If approved for consideration by the Village Board, the Naming Rights Application will then be referred to the Parks and Recreation Commission for review. Prior to the Parks and Recreation Commission meeting, the Village will post public notices soliciting public input on the naming request. At this time the Parks and Recreation Commission may ask for additional evidence of public support, such as a petition, etc.
4. First review of the Naming Rights Application by the Parks and Recreation Commission will be as a discussion item and no vote will be taken until at least 30 days after the initial discussion to allow time to gauge public support and contact potentially impacted stakeholders.
5. Following the review, the Parks and Recreation Commission will vote to approve or deny the application and make a recommendation to the Village Board of Trustees. No member of the Commission shall participate in the vote of any matter in which that member has an interest as defined in the Hinsdale code of ethics ordinance.
6. Upon receipt of the recommendation by the Board of Trustees, the Naming Rights Application will be presented as first and second readings for final consideration and approval. The Village Board's decision is final.

*This Policy is issued by and under the authority of the Village Manager, who pursuant to statute and ordinance has the authority and responsibility to do so. The decision of the Village President or his or her designee, concerning proclamations and the interpretation or enforcement of this Policy is final.*

ISSUED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Kathleen A. Gargano, Village Manager



## ADMINISTRATIVE POLICY

### Naming Rights Application

Person completing application \_\_\_\_\_  
On behalf of (person or organization) \_\_\_\_\_  
Address of person completing application \_\_\_\_\_

Home Phone # \_\_\_\_\_ Cell \_\_\_\_\_ Work \_\_\_\_\_  
Email \_\_\_\_\_

Name Request \_\_\_\_\_  
Park land, facility, or amenity for naming request \_\_\_\_\_

- Please attach documentation explaining why this name should be considered and how it meets the criteria set forth in this policy. Attach any other supporting documents such as newspaper articles, and at least three letters of recommendation from interested/impacted stakeholders.
- If naming after an individual, please verify that the person or their immediate family has been contacted. Please attach written approval from the individual or person's immediate family.

Person Contacted \_\_\_\_\_ Phone # \_\_\_\_\_  
Person's Address \_\_\_\_\_  
Relationship to Name Request \_\_\_\_\_  
Date Contacted \_\_\_\_\_ By Whom \_\_\_\_\_

#### OFFICE USE

Date Received \_\_\_\_\_ Received By (Staff Initials) \_\_\_\_\_  
Request Verified by Parks and Recreation Director or designee \_\_\_\_\_  
Date Reviewed by Village Board \_\_\_\_\_ Referred to Parks & Recreation Commission? YES / NO  
Schedule for Parks and Recreation Commission Review \_\_\_\_\_  
Action \_\_\_\_\_  
Public notice posted by staff? YES/NO Date \_\_\_\_\_  
Public support documented? YES/NO Details \_\_\_\_\_  
Schedule for Village Board Review \_\_\_\_\_  
Action \_\_\_\_\_

#### *If Approved*

Final name \_\_\_\_\_  
Location of park, facility, or amenity \_\_\_\_\_  
Signage details \_\_\_\_\_  
Dedication date \_\_\_\_\_



DATE: June 3, 2019

TO: Thomas K. Cauley, Village President  
Village Board of Trustees  
Kathleen A. Gargano, Village Manager

FROM: John Giannelli, Fire Chief

RE: Executive Summary - Fire Department Activities for May 2019

In summary, the Fire Department activities for May 2019 included responding to a total of **212** emergency incidents. There were **49** fire-related incidents, **123** emergency medical-related incidents, and **40** emergency/service-related incidents.

This month, the average response time from receiving a call to Department crews responding, averaged **1** minute and **14** seconds. Response time from receiving a call to Department crews arriving on the scene was **4** minutes and **36** seconds.

In the month of May, there was a **\$3,000** dollar loss due to fires. Members assisted Clarendon Hills and Western Springs on various calls.

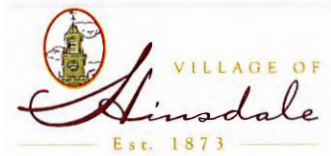
In the month of May, Chief Giannelli covered short shifts due shift staffing shortages. The total hours covered were **64**, thereby saving the Village an estimated **\$3,520** in overtime costs.

Chief Giannelli and AC McElroy attended DU-COMM Dispatch, MABAS Division 10 Chiefs, and DuPage Chiefs meetings.

Department members interviewed 49 candidates for the position of Firefighter/Paramedic. The hiring process will be done in July.



Hinsdale Fire Department – Monthly Report  
May 2019



## **Emergency Response**

In **May**, the Hinsdale Fire Department responded to a total of **212** requests for assistance, for a total of **1017** responses this calendar year. There were **21** simultaneous responses and **three (3)** train delays this month. The responses are divided into three basic response categories (Fire, Ambulance, and Emergency):

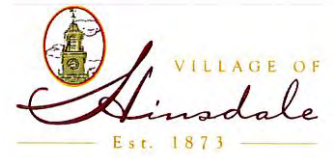
<b><i>Type of Response</i></b>	<b><i>May 2019</i></b>	<b><i>% of Total</i></b>	<b><i>Three Year Average May 2016-2017-2018</i></b>
<b>Fire:</b> (Includes incidents that involve fire, either in a structure, in a vehicle or outside of a structure, along with activated fire alarms and/or reports of smoke)	<b>49</b>	<b>23%</b>	<b>60</b>
<b>Ambulance:</b> (Includes ambulance requests, vehicle accidents and patient assists)	<b>123</b>	<b>58%</b>	<b>108</b>
<b>Emergency:</b> (Includes calls for leaks and spills, hazardous material response, power lines down, carbon monoxide alarms, trouble fire alarms, house lock outs, elevator rescues, and other service related calls)	<b>40</b>	<b>19%</b>	<b>51</b>
<b>Simultaneous:</b> (Responses while another call is on-going. Number is included in total)	<b>21</b>	<b>9%</b>	<b>41</b>
<b>Train Delay:</b> (Number is included in total)	<b>3</b>	<b>.5%</b>	<b>2</b>
<b>Total:</b>	<b>212</b>	<b>100%</b>	<b>220</b>

### **Year to Date Totals**

<b>Fire:</b>	<b>256</b>	<b>Ambulance:</b>	<b>542</b>	<b>Emergency:</b>	<b>219</b>
<b>2019 Total:</b>	<b>1017</b>	<b>2016-17-18 Average:</b>	<b>1004</b>		

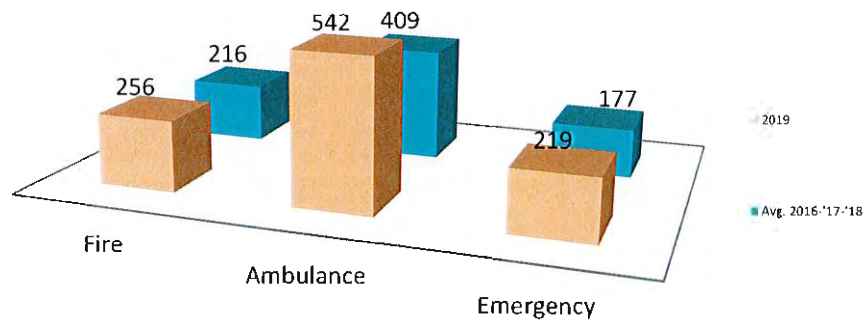


## Hinsdale Fire Department – Monthly Report May 2019

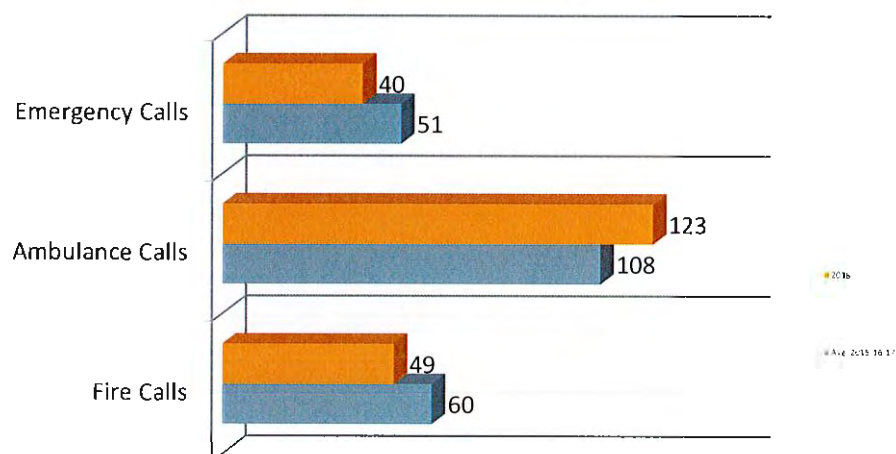


### **Emergency Response**

**Type of Responses  
Year to Date**



**Total Calls for May**



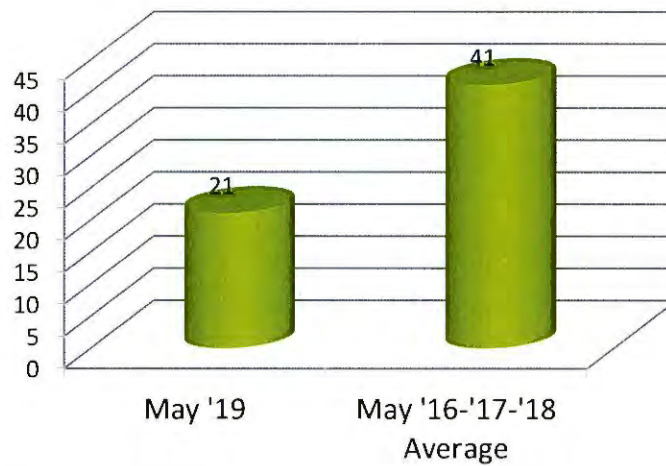


# Hinsdale Fire Department – Monthly Report May 2019

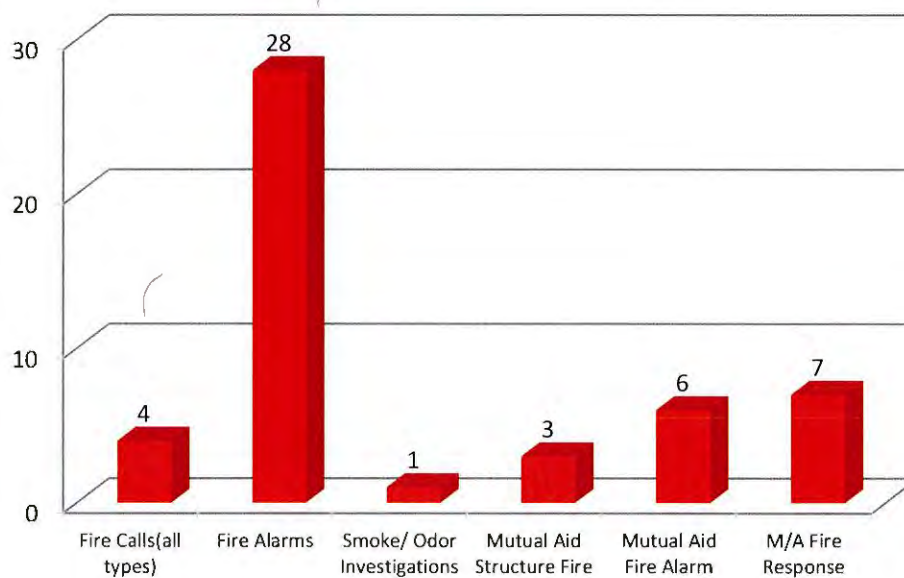


## **Emergency Response**

### Simultaneous Calls



### Distribution of Fire Related Calls



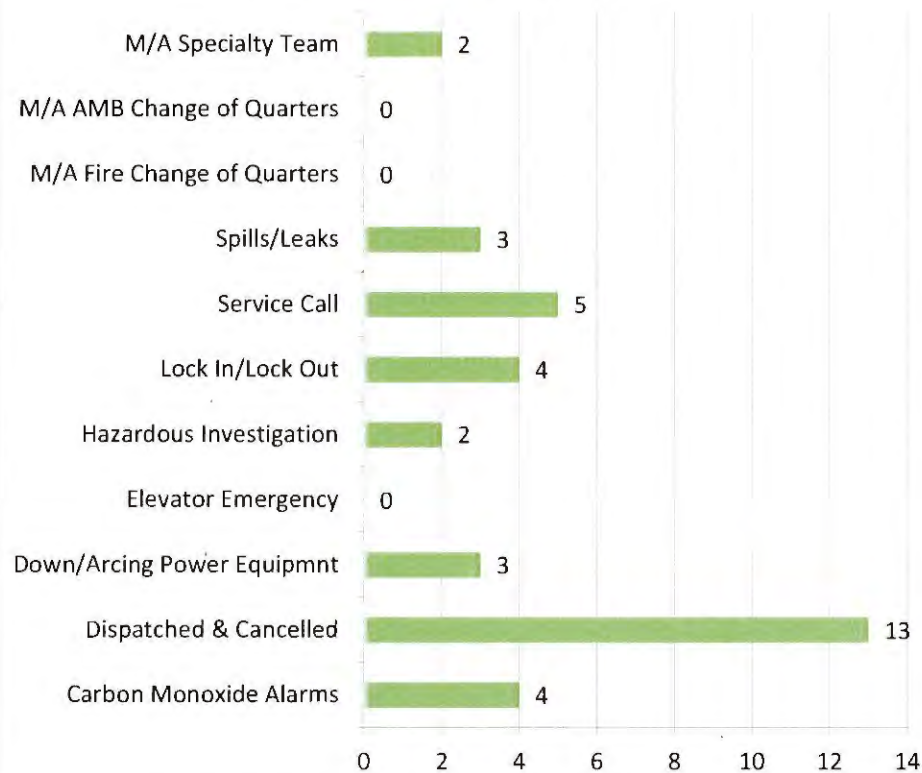


Hinsdale Fire Department – Monthly Report  
May 2019

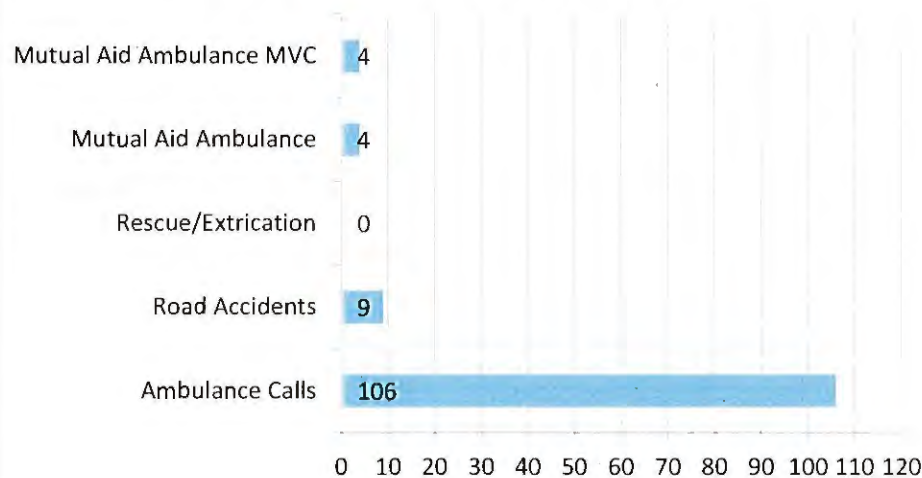


## **Emergency Response**

### **Distribution of Emergency Related Calls**



### **Distribution of EMS Related Calls**





**Hinsdale Fire Department – Monthly Report  
May 2019**



## **Incidents of Interest**

### **Call #**

- 19-0827** Members and Engine 84, Engine 85, and Medic 84 responded for the refrigerator on fire. Fire was extinguished with a CO2 extinguisher and overhaul of the unit and surrounding cabinets were made. Hot spots were kept under control and monitoring of adjacent areas was done throughout the call. The house was ventilated and investigation was completed. The house was turned over to the home owners and they were instructed to keep the power off until serviced by contractor and their insurance company contacted.
- 19-0841** Members and Engine 84 responded for the car fire on S/B I-294 at MM 26 on the right shoulder. The driver was out of the car and flagging E84 down. Members cut the hood with a metal cutting saw to gain entry to the engine compartment.
- 19-0852** Members and Engine 84, Engine 85 and Medic 84 were dispatched for the natural gas leak reported inside the Campus Colors store. On arrival 300ppm of natural gas was discovered. The store was evacuated and ventilated. NICOR was requested to the scene. Upon investigation of the roof, E84 found 600-800ppm natural gas leaking from a rooftop heating unit. NICOR meter confirmed this on their arrival. The unit was isolated by crew members and later locked out of service by NICOR until repairs could be made.
- 19-0858** Members and Engine 84, Medic 84, AC 84, and Chief 84 responded to the fire in the electrical panel. On arrival E84 investigated and spoke with the homeowner who stated that her electrical panel in the basement was on fire. Upon investigation in the basement, no fire was found but a burned up electrical outlet was located and there was a heavy haze in the basement. A fan was utilized to clear out the basement. The homeowner had several overloaded outlets and power cords coming to two outlets next to the panel. Also, a water leak was found coming from the foundation and leaking into an overloaded outlet next to the main electrical panel. The homeowner was talked to and walked through what the electrician needs to do and how having overloaded outlets can be extremely dangerous.
- 19-0874** Members and Medic 84 and Engine 84 were dispatched to Park St. and Symonds Drive for the Motor Vehicle Crash. On arrival found one car that had gone off road and crashed into the roof training prop in the Fire Department's east parking lot. One person was involved in the crash and had been found in the driver's seat by Hinsdale PD. He was assessed by M84 and later signed a refusal. E84/M84 removed debris from the public way and isolated the energized street lamp that was also damaged during the crash.



## Hinsdale Fire Department – Monthly Report May 2019



- 19-0906** Members sent Engine 85 to respond to Pleasantview Fire Protection District for a structure fire. Upon arrival E85 was given the assignment of salvage and overhaul. E85 was able to successfully overhaul the home, putting out several hotspots.
- 19-0907** FF Baker responded to Pleasantview for the fire investigation for their structure fire at 6139 Edgewood. FF Baker assisted with the investigation.
- 19-0939** Members and Engine 84 responded for the tractor trailer on fire, SB I-294 at MM 28. Once on scene E84 found the wheels of the trailer on fire. A hand line was deployed and fire spread was held to the exterior of the trailer.
- 19-0957** Members and Medic 84 and Engine 84 respond to St. Isaac Jogues School, 421 S. Clay St. for the traumatic injury. Once on scene crew members found a 12 year old girl who had sustained a head injury during gym class. The patient's wound was controlled. She was mobilized and transported to Hinsdale Hospital.
- 19-0998** FF Baker responded to Westerns Springs at 5020 Central (Forest Hill School) for the fire investigation.
- 19-1012** Members and Engine 84 and Medic 84 responded to I-294 southbound at the Hinsdale Oasis for the traffic accident involving two semi-trucks. Enroute, companies were advised of possible hazardous materials leaking from the vehicle. Upon arrival this was confirmed and a MABAS 10 HazMat Box Alarm was requested. Initial arriving companies assessed the involved materials, and established a safe zone based on hazardous materials response guide data. The involved truck drivers were assessed and released at the scene and an exposure line was put in place. Later on, E84 and C84 assisted a heavy wrecker towing crew with stabilization of the tractor trailer in order to allow for it to be safely unloaded by a hazardous waste disposal crew.





## Hinsdale Fire Department – Monthly Report May 2019



### **Training/Events**

In addition to the daily training in EMS, Technical Rescue, Hazardous Materials, Firefighting, and vehicle checks, members completed the following specialized training:

- May 2019      Annual fire hose testing was completed.
- 5/2/2019      Lt. Ziemer with FFs Wilson and Baker assisted with the annual wellness fair at Hinsdale Central High School. Crews assisted with running high school students through a Firefighter Combat Challenge Course.
- 5/5/2019      Capt. Neville and FF Dudek participated in The Wellness House – Walk for Wellness 5K. Members showed Engine 84 at the event.
- 5/6/2019      Hosted an evening training session with Western Springs FD. The drill topic was Relay Pumping Operations and Fire Apparatus Engineering (FAE).
- 5/7/2019      Members attended “Stop the Bleed” training for active threat incidents.
- 5/10/2019      FF/PM Patitucci and Lorusso attend a “Career Night” at Union Church.
- 5/10/2019      Capt. Carlson, Lt. McCarthy and FF/PM Karban and Schaberg are attended the Company Officer Symposium presented at West Chicago Fire Protection District.
- 5/17/2019      FF Baker was interviewed by a 1<sup>st</sup> grade student from Madison School for a class project on a community service person.
- 5/17/2019      Capt. Neville and FF Wilson attended Grace Preschool’s end of year picnic and showed the children the fire engine.
- 5/19/2019      Captain Claybrook and FF/PM Smith attended a public education event at the Community House pre-school event.
- 5/23/2019      Lt. Ziemer attended the Hinsdale Central High School graduation – EMS standby.
- 5/24/2019      Capt. Neville taught CPR to 13 Village Employees.

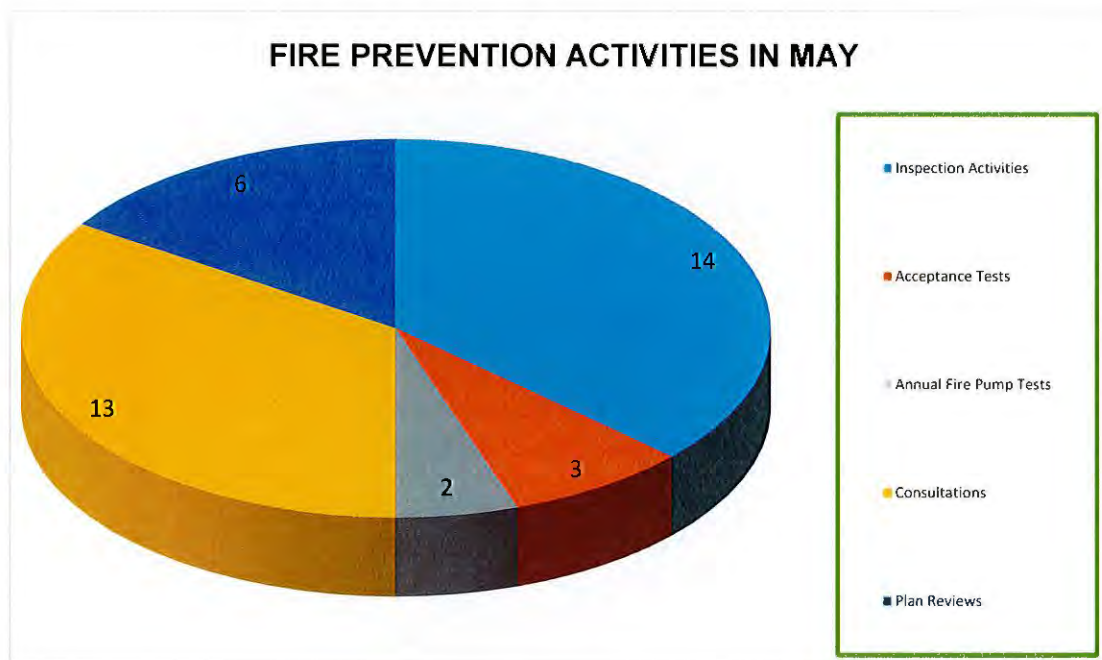


## Hinsdale Fire Department – Monthly Report May 2019



### **Public Education**

The fire prevention bureau is responsible for conducting a variety of activities designed to educate the public, to prevent fires and emergencies, and to better prepare the public in the event a fire or medical emergency occurs.



### **Fire Prevention/Safety Education**

- Attended DuComm Support Services meeting on May 1<sup>st</sup> to review monthly activities and problems with current dispatching.
- Attended MABAS Division 10 monthly meeting to finalize training for RTF policy and to discuss the new box cards.
- Attended DuComm Chief Operations meeting on May 14<sup>th</sup> to review the expectation of the cutover for the new CAD system.
- Attended District 181 Crisis Plan meeting May 22<sup>nd</sup> to review annual goals and achievements. Also discussed the annual training requirements for all staff and how it was going to be delivered.
- Attended the DuComm Fire Marshal's meeting on May 23<sup>rd</sup> to discuss and review the new SIS system for fire alarms.
- Attended School District 86 annual meeting on May 30<sup>th</sup> to review the district's crisis plan and to review changes for the upcoming school year.



**Hinsdale Fire Department – Monthly Report  
May 2019**



**Inspection Activities**

**May 2019 had a total of 38 Fire Inspection Activities:**

**Inspections 14**

Special (5)  
Fire Alarm (8)  
Building (1)

**Acceptance Test 3**

Sprinkler (3)

**Annual Fire Pump Test 2**

**Plan Reviews 6**

General (4)  
Sprinkler (1)  
Fire Alarm (1)

**Consultation 13**

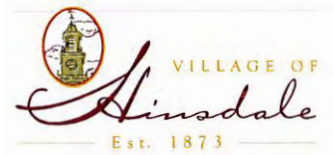
General (10)  
Fire alarm (2)  
Sprinkler (1)

There was no *Inspection Fees* forwarded to the Finance Department for the month of May.

*The total inspection fees forwarded to the finance department for the fiscal year 2019 -20 to date is zero (\$0) at this time.*



## Hinsdale Fire Department – Monthly Report May 2019



### **The Survey Says...**

Each month, the department sends out surveys to those that we provide service. These surveys are valuable in evaluating the quality of the service we provide and are an opportunity for improvement.

#### **Customer Service Survey Feedback:**

In the month of May, **27** Customer Service Surveys were mailed; we received **7** responses with the following results:

***“Were you satisfied with the response time of our personnel to your emergency?”***

***Yes – 7/7***

***“Was the quality of service received?”***

***“Higher” than what I expected – 3/7***

***“About” what I expected – 4/7***

***“Somewhat lower” than I had expected 0/7***

#### **Additional Survey Comments (direct quotes):**

*“The responders were exemplary!!”*

*“Wonderful, helpful, caring.”*

*“Excellent response and care provided to our daughter by FD personnel. Thank you for your help!”*

*“Extremely great firemen and very good looking!”*

*“I’ve learned services are always higher than non-residents expect. Thank you for always providing the best. Police and Fire Departments, very efficient, but also able to be very humane.”*

*“Thank your team for a job well done.”*



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## MEMORANDUM

**TO:** President Cauley and the Board of Trustees  
**FROM:** Dan Deeter, PE  
**DATE:** June 11, 2019  
**RE:** Engineering May 2019 Monthly Report  
Executive Summary

---

- The 2019 Infrastructure project construction began on the week of 05/20/19 with water main construction on N. Adams Street between Ogden Avenue and North Street.
- May 2019 was one of the wettest Mays on record. The USGS station at Salt Creek and 22<sup>nd</sup> Street recorded 8.53 inches over the month. This is 232% of the NOAA 52-year average for May. Of the 33 drainage calls to the engineering division in May:
  - One was for water in the basement
  - Eight were for water ponding in the street or right of way.
  - The remaining 24 (73%) were for excess water in or passing through the yard.

**TO:** President Cauley and the Board of Trustees  
**FROM:** Dan Deeter, PE  
**DATE:** June 11, 2019  
**RE:** Engineering May 2019 Monthly Report

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The Engineering Division activities include working with the Building Division to complete site inspections, managing Capital Improvement Projects, responding to drainage complaints, and addressing environmental permit obligations. In total, three Engineering employees performed 58 construction site inspections or drainage complaint inspections in May.

Per Hinsdale's combined sewer overflow permit #IL0066818, in May 2019 staff submitted one monthly Discharge Monitoring Reports (DMRs) for each of the Village's four Combined Sewer Overflow (CSO) location to the Illinois EPA.

The following capital improvement projects and engineering studies are underway:

**2019 Infrastructure Project**

This project includes 3.6-miles of street improvements, 4,400-feet of sewer separation, and 2,850-feet of water main replacement.

**Schedule:**

- 04/23/19 – Board of Trustees approval G&M Cement Construction as the general contractor and HR Green as the Construction Observation consultant.
- 04/30/19 – Pre-construction meeting.
- 05/13/19 – Mobilization and pre-construction activities including placing sediment control structures, tree pruning, temporary fencing, traffic control, surveying/construction layout, and pre-construction recording of street conditions.
- 05/20/19 – Began water main construction on N. Adams Street between Ogden Avenue and North Street.
- 06/10/19 – Scheduled to begin storm sewer and water main construction on S. Grant Street from Eighth to Ninth Streets.
- 11/29/19 – Construction completion (weather dependent).

## MEMORANDUM

The streets included in the project are:

Street	Location	Activity	Construction Status
Adams Street	Ogden to North St.	Water main (WM) replacement, 2" Asphalt street resurfacing	Water main construction in-process
Bodin Street	Seventh to Eighth	Sewer separation, concrete patching	
Bruner Street	Sixth to Eighth	Sewer separation, asphalt street reconstruction	
Bonnie Brea Road	Madison to The Pines	Resurfacing	
Fifth Street	Garfield to Park	Sewer separation, WM replacement Asphalt street reconstruction	
Fox Lane (Road D)	Old Mill Road to Salt Creek Lane	Asphalt street and bridge resurfacing	
59 <sup>th</sup> Street	Madison to Grant	Asphalt street resurfacing	
Eighth Place	Madison to east end	Sewer separation, Asphalt street reconstruction	
Elmwood Place	Childs to Elm	Asphalt street resurfacing	
Grant Street	Eighth to Ninth	Sewer separation, WM replacement, Asphalt street reconstruction	
Hinsdale Avenue	Stough to Monroe	WM replacement, Concrete street reconstruction	
Ninth Street	Madison to Lincoln	Asphalt street resurfacing	
North Street	Washington to Garfield	Sewer separation, Asphalt street resurfacing	

Garfield Street	North to Ravine	Sewer separation, Asphalt street patching	
Oak Street	Seventh to Eighth	Concrete street reconstruction	
Oakwood Terrace	Birchwood to south end	Sanitary sewer repair, Asphalt street resurfacing	
Park Avenue	Sixth to Seventh	Sewer separation, WM replacement Asphalt street reconstruction	
Second Street	Lincoln to Washington	Asphalt street resurfacing	
Seventh Street	Oak to County Line	Concrete street reconstruction	
Sharron Court	North end to First	Asphalt street resurfacing	
Third Street	Washington to Garfield	Asphalt Street resurfacing	
Vine Street	Eighth to south end	Asphalt Street resurfacing	
Warren Terrace	Madison to north end	Asphalt street resurfacing	
Washington Street	First to Second	Asphalt resurfacing	
KLM Parking Lots	East, west & connecting road	Asphalt resurfacing	

**2020 Infrastructure Project.** Since this project will be partially funded using federal Surface Transportation Program (STP) funds, IDOT requires that the engineering should be identified through the Quality Based Selection (QBS) process. Per the QBS process, staff has requested qualifications, interviewed and prioritized three engineering consultants: Strand & Associates, HR Green, and Robinson Engineering, in order. Staff is currently negotiating with the first choice, Stand & Associates, for the design and construction observation services per the QBS process.



## MEMORANDUM

**N. Madison Drainage project.** The Board of Trustees approved construction on the east portion of the project by Christopher B. Burke Engineering, Ltd. and the cost estimated from Kensington Schools for the west portion of the project on 05/21/19. Staff is completing a written agreement with residents at 511 Warren Court for a side yard easement.

**E. Chicago Drainage Corridor project.** The Village Board approved HR Green to design the E. Chicago Drainage Corridor on 05/21/19. Design will occur in 2019 and construction in 2020.

### **Other Engineering Activities**

**Ogden Avenue Improvements** Amita Health is planning to install permanent signals at Oak Street.

**Nicor.** In mid-March, Nicor began replacement of 8000-feet of gas main and services in the northeast quadrant of the Village.

**IL Route 83.** In 2019, IDOT plans to conduct bridge deck repairs to the bridges over the BNSF railroad and Ogden Avenue. Traffic will be maintained during construction with temporary lane closures.

**State and Federal Funding Opportunities** A summary of the Grant Funds awarded or applied for by the Village of Hinsdale is attached.

Veeck Park Wet Weather Facility  
Hinsdale, Illinois

Date	Overflow Ht. Above Weir (feet)	Precipitation (inches of water)	
05/01/19		0.71	
05/02/19		0.39	
05/03/19		0.02	
05/04/19			
05/05/19			
05/06/19		0.70	
05/07/19		0.40	
05/08/19		0.30	
05/09/19	0.5	0.57	
05/10/19			
05/11/19		0.08	
05/12/19		0.06	
05/13/19			
05/14/19			
05/15/19			
05/16/19		0.18	
05/17/19		0.30	
05/18/19		0.37	
05/19/19		0.28	
05/20/19			
05/21/19		0.26	
05/22/19		0.65	
05/23/19		0.14	
05/24/19		0.17	
05/25/19			
05/26/19			
05/27/19	0.7	2.01	
05/28/19		0.55	
05/29/19		0.09	
05/30/19		0.19	
05/31/19			
		May	YTD
Total Precipitation in May:		8.53	20.8
Departure from Normal:		4.86	7.8
		232%	159%

Notes:

1. Rain data from USGS station at Salt Creek & 22nd Street, Oak

## Page 1

Project Budget	7,179,036.00
Contractor Bid	5,899,966.00
Project Contingency	1,279,070.00
Contingency balance Less Net Change Orders	1,268,570.00



## MEMORANDUM

**DATE:** June 11<sup>th</sup>, 2019

**TO:** President Cauley and the Village Board of Trustees

**CC:** Kathleen A. Gargano, Village Manager

**FROM:** Heather Bereckis, Superintendent of Parks & Recreation

**RE:** May Staff Report

The following is a summary of activities completed by the Parks & Recreation Department during the month of May.

### Katherine Legge Memorial Lodge

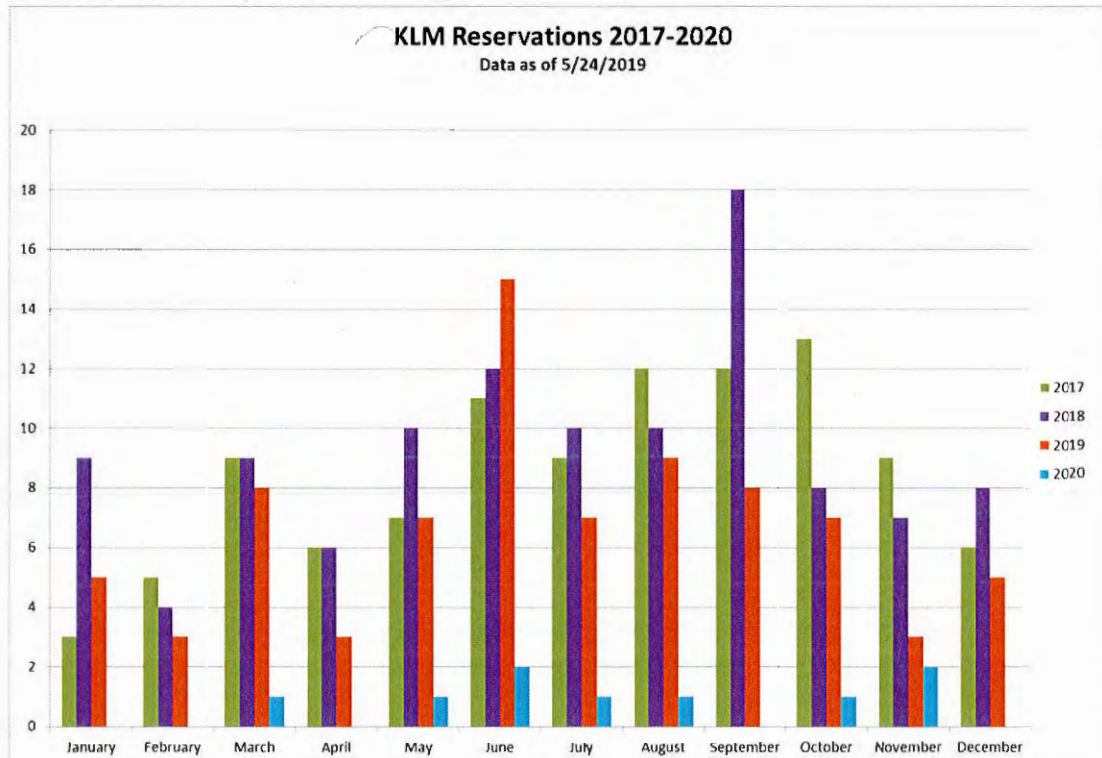
Preliminary gross rental and catering revenue for the fiscal year-to-date is \$167,588. Rental revenue for the twelfth month of the 2018/19 fiscal year is \$2,700. In April, there were four events held at the Lodge, which was two less than the previous year. Expenses for April are lower than the previous year; due to fewer events and timing of invoices.

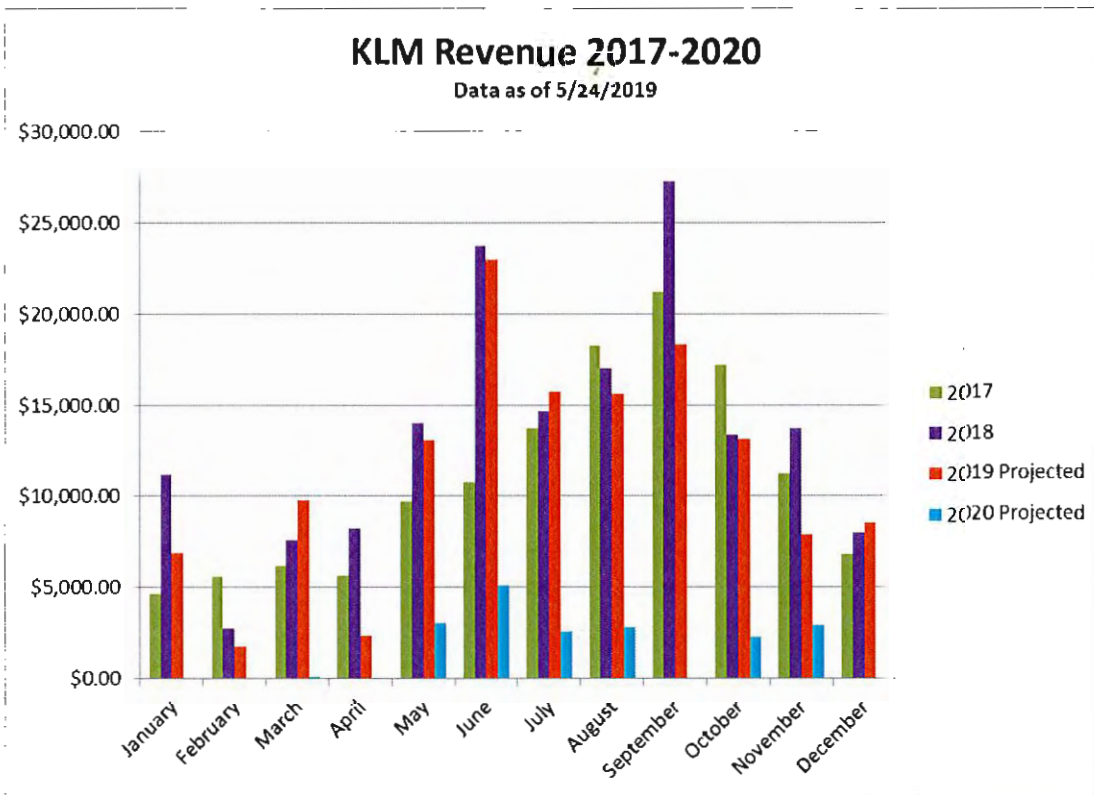
REVENUES	April		YTD		Change Over the Prior year	2018-19 Annual Budget	FY 18-19 % of budget	2017-18 Annual Budget	FY 17-18 % of budget
	Prior Year	Current Year	Prior Year	Current Year					
KLM Lodge Rental	\$7,482	\$2,700	\$143,101	\$153,088	\$9,987	\$150,000	102%	\$160,000	89%
Caterer's Licenses	\$0	\$0	\$11,500	\$14,500	\$3,000	\$13,000	112%	\$11,000	105%
<b>Total Revenues</b>	\$7,482	\$2,700	\$154,601	\$167,588	\$12,987	\$163,000	103%	\$171,000	90%
EXPENSES	April		YTD		Change Over the Prior year	2018-19 Annual Budget	FY 18-19 % of budget	2017-18 Annual Budget	FY 17-18 % of budget
	Prior Year	Current Year	Prior Year	Current Year					
<b>Total Expenses</b>	\$21,613	\$12,724	\$153,396	\$152,923	(\$473)	\$195,839	78%	\$197,651	78%
<b>Net</b>	(\$14,131)	(\$10,024)	\$1,205	\$14,665	\$13,460				

## MEMORANDUM

KLM Gross Monthly Revenues								
Month	2011/12 FY	2012/13 FY	2013/14 FY	2014/15 FY	2015/16 FY	2016/17 FY	2017/18 FY	2018/19 FY
May	\$ 8,561	\$ 8,801	\$ 16,796	\$ 13,745	\$ 16,000	\$ 12,200	\$ 9,725	\$ 13,675
June	\$ 11,156	\$ 10,745	\$ 26,818	\$ 17,450	\$ 22,770	\$ 22,845	\$ 12,495	\$ 23,045
July	\$ 13,559	\$ 9,786	\$ 18,650	\$ 12,909	\$ 27,475	\$ 12,550	\$ 15,000	\$ 16,874
August	\$ 17,759	\$ 18,880	\$ 19,579	\$ 25,350	\$ 24,775	\$ 11,500	\$ 18,555	\$ 15,205
September	\$ 14,823	\$ 14,498	\$ 12,137	\$ 24,510	\$ 15,250	\$ 12,645	\$ 15,410	\$ 27,860
October	\$ 16,347	\$ 15,589	\$ 14,825	\$ 23,985	\$ 25,580	\$ 21,045	\$ 15,180	\$ 12,770
November	\$ 8,256	\$ 11,612	\$ 8,580	\$ 14,724	\$ 14,825	\$ 6,700	\$ 12,500	\$ 13,450
December	\$ 8,853	\$ 10,265	\$ 13,366	\$ 17,290	\$ 17,200	\$ 13,457	\$ 8,125	\$ 9,125
January	\$ 1,302	\$ 4,489	\$ 250	\$ 8,450	\$ 2,850	\$ 4,624	\$ 18,089	\$ 6,855
February	\$ 2,301	\$ 6,981	\$ 7,575	\$ 3,120	\$ 2,400	\$ 4,550	\$ 2,495	\$ 1,725
March	\$ 2,506	\$ 7,669	\$ 4,245	\$ 6,725	\$ 8,945	\$ 5,944	\$ 8,045	\$ 9,804
April	\$ 2,384	\$ 4,365	\$ 3,600	\$ 12,695	\$ 9,125	\$ 4,300	\$ 7,482	\$ 2,700
total	\$ 107,807	\$ 123,680	\$ 146,421	\$ 180,953	\$ 187,195	\$ 132,360	\$ 143,101	\$ 153,088

The graph below shows the past three years of lodge revenue and the upcoming years' projections. Future projections are based on what is currently booked. Also included is a graph indicating the number of monthly reservations so far for 2019 and 2020. Typically events are booked 6-18 months in advance of the rentals; however, if there are vacancies, staff will accept reservations within 5 days of an event. These tracking devices will be updated monthly.





Staff is currently working with the approved marketing plan for the 2018/19 FY, including the addition of Search Engine Optimization (SEO) and progressive marketing through The Knot. A sub-committee was started and held its fourth meeting on March 21<sup>st</sup>. The committee is working on expanding the detailed marketing plan, specific to KLM; including rebranding marketing materials and upgrading the website. The next committee meeting will be held in June, where the new brochure and logo will be reviewed.

## Upcoming Brochure & Activities

### Brochure & Programming

The winter/spring programs wrapped up in May, with summer programming starting the second week of June. The 2019 Summer Brochure was delivered to residents and available online on March 18<sup>th</sup>. Resident registration opened March 25<sup>th</sup> and non-resident registration opened on April 8<sup>th</sup>.

### Special Events

The next special events will be Taco Tuesday in Burlington Park on June 11<sup>th</sup>; Lunch on the Lawn in Burlington Park on June 12<sup>th</sup>, and the Summer Brew & Q at KLM on June 14<sup>th</sup>.

## Field & Park Updates

### Fields/Parks

All fields and bathrooms were reopened as of April 1<sup>st</sup> for the spring season. Staff is now working to book summer and fall field space for 2019. Due to an extremely wet spring with many field cancellations, AYSO has extended their soccer season through June 29<sup>th</sup>.

### Community Pool

2019 pool passes went on sale on March 1<sup>st</sup>. A breakdown of total pass sales in comparison to the prior year is provided in the table below. The pool opened for the season on Saturday May 25<sup>th</sup>. Due to continued wet and stormy weather, opening weekend was not as successful as the previous year.

As of May 28, 2019	As of May 29, 2018 2018 Pass Revenue				As of May 28, 2019 2019 Pass Revenue					
	New Passes	Renew Passes	Total	Revenue	New Passes	Renew Passes	Total	Revenue	% Change Over Prior Year	Change Over the prior year
<b>Resident</b>										
Nanny + Nanny Super	25	29	54	\$3,510	30	29	59	\$3,410	-3%	-\$100
Family Primary	59	187	246	\$72,490	68	153	221	\$64,010	-12%	-\$8,480
Family Secondary	217	607	824		231	519	750			
Individual	4	10	14	\$1,670	6	4	10	\$1,670	0%	\$0
Senior Pass	5	22	27	\$2,160	10	15	25	\$2,000	-7%	-\$160
Family Super	78	19	97	\$4,850	78	19	97	\$4,850	0%	\$0
<b>Resident Total</b>	<b>388</b>	<b>874</b>	<b>1262</b>	<b>\$84,680</b>	<b>423</b>	<b>739</b>	<b>1162</b>	<b>\$75,940</b>	<b>-10%</b>	<b>-\$8,740</b>
<b>Neighborhood</b>										
Neighbor Family	33	42	75	\$27,727	59	48	107	\$39,440	42%	\$11,713
Neighborhood Individual	1	0	1	\$240	2	1	3	\$760	217%	\$520
Neighbor Add'l	101	152	253		199	167	366			
<b>Neighborhood Total</b>	<b>135</b>	<b>194</b>	<b>329</b>	<b>\$27,967</b>	<b>260</b>	<b>216</b>	<b>476</b>	<b>\$40,200</b>	<b>44%</b>	<b>\$12,233</b>
<b>Non-Resident</b>										
Non Resident Family	2	0	2	\$1,055	0	1	1	\$515	-51%	-\$540
Non Resident Family Secondary	9	0	9		0	4	4			
Non Resident Individual	0	2	2	\$545	0	0	0	\$0	-100%	-\$545
Non Resident Senior	2	4	6	\$930	3	7	10	\$1,550	67%	\$620
Non Resident Nanny	12	5	17	\$1,530	12	8	20	\$1,800	18%	\$270
<b>Non-resident Total</b>	<b>25</b>	<b>11</b>	<b>36</b>	<b>\$4,060</b>	<b>15</b>	<b>20</b>	<b>35</b>	<b>\$3,865</b>	<b>-5%</b>	<b>-\$195</b>
10-Visit	80		80	\$6,080	39		39	\$3,140	-48%	-\$2,940
<b>TOTAL</b>			<b>0</b>	<b>\$122,787</b>				<b>\$123,145</b>	<b>0%</b>	<b>\$358</b>



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## MEMORANDUM

**DATE:** May 31, 2019

**TO:** Kathleen A. Gargano, Village Manager

**CC:** President Cauley and the Village Board of Trustees

**FROM:** Anna Martch, Economic Development and Communications Specialist  
Emily Wagner, Assistant Village Manager

**RE:** May Economic Development Monthly Report

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The following economic development updates are for your review:

- The Economic Development Commission (EDC) currently does not have enough members for a meeting quorum. Staff met with the two remaining EDC members and are evaluating alternative formats going forward. The Village Board will be apprised in the near future.
- On May 16, staff attended the Chamber of Commerce marketing and membership meeting to review the upcoming Chamber events, to discuss Chamber membership and to give an update on Village happenings.
- On May 16, staff attended a Chamber of Commerce sub-committee meeting to review the new event, the Hinsdale Wine Walk. The Hinsdale Wine Walk event is co-sponsored by the Hinsdale Chamber and the Village. Similar to neighboring communities (Wheaton, Naperville and Downers Grove) participants will walk from store to store to sample a small tasting of wine and to shop the local businesses. A portion of the ticket sales will be donated to the Wellness House. The Hinsdale Wine Walk will take place on Thursday, October 17, from 5:00 p.m. - 7:30 p.m.
- During the month of May, staff has been working with potential businesses to fill vacant properties in Hinsdale.
- On May 17, staff attended the kick-off meeting with Baecore to review the upcoming ERP timeline and to understand expectations of each department during the implementation process.
- During the month of May, staff has been working with the Administration Department to gather accurate property information to use in the new ERP system. The majority of the property information includes gathering and fact checking the property index numbers (PIN) on all properties located in Hinsdale. Hinsdale has approximately 10,000 PIN numbers between the DuPage County and Cook County properties that will be gathered, verified and entered into the ERP system over the next few months.
- Staff is continuing to work with the AMITA Hospital and the Village Attorney to have a memorandum of understanding approved by both parties regarding the care and maintenance of the land that the proposed welcome sign will sit on. The land the proposed welcome sign will sit on is the property of the AMITA Hospital. This is the final approval needed before the welcome sign may be ordered.
- During the month of May, the following business opened:
  1. Veronica Corral, 36 E. Hinsdale Ave #19