



## MEETING AGENDA

*Public comments are welcome on any topic related to the business of the Village Board at Regular and Special Meetings when received by email or in writing by the Village Clerk prior to 4:30 p.m. on the day of the meeting. Emailed comments may be sent to Village Clerk Christine Bruton at [cbruton@villageofhinsdale.org](mailto:cbruton@villageofhinsdale.org). Written comments may be submitted to the attention of the Village Clerk at 19 E. Chicago Avenue, Hinsdale, Illinois 60521. While emailed or written comments are encouraged, **public comment may also be made using Zoom** following the instructions below:*

*From a PC, Mac, iPad, iPhone or Android device, please click on the following URL or copy and paste to your browser.*

**<https://tinyurl.com/y4vc3yg5>**

Passcode: 586340

or from Zoom App: Webinar ID: 827 6012 3914

Passcode: 586340

or join by phone:

1 312 626 6799

Webinar ID: 827 6012 3914

*If you have questions regarding communication to the Board during the meeting, please contact Assistant Village Manager/Director of Public Safety Brad Bloom at 630.789.7007.*

**MEETING OF THE  
VILLAGE BOARD OF TRUSTEES  
Tuesday, November 3, 2020  
7:30 P.M.**

**This meeting will be conducted electronically. A live audio stream of the meeting will be available to the public via Channel 6 or on the Village website**

*(Tentative and Subject to Change)*

- 1. CALL TO ORDER/ROLL CALL**
- 2. PLEDGE OF ALLEGIANCE**
- 3. APPROVAL OF MINUTES**
  - a) Regular Meeting of October 20, 2020
- 4. VILLAGE PRESIDENT'S REPORT**
- 5. APPOINTMENTS TO BOARDS & COMMISSIONS**
- 6. CITIZENS' PETITIONS\*** (Pertaining to items appearing on this agenda)
- 7. 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 \*\*.)*

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

- a) Award the Design and Construction Observation Engineering phases of the 2021 Eighth Street Reconstruction Project to Rempe-Sharpe in the amount not to exceed \$127,748

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

- b) Approve the purchase of one (1) new Police patrol fleet vehicle in the amount of \$36,573

**8. 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 October 19, 2020 through October 30, 2020, in the aggregate amount of \$812,850.60 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 State of Illinois joint bid purchase of bulk winter deicing salt to Cargill, Incorporated in the amount of \$31,682 (*First Reading – October 20, 2020*)

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

- c) Approve an Ordinance Authorizing the Sale by Auction or Disposal of Personal Property Owned by the Village of Hinsdale\*\*\*

**9. 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 a Resolution Determining Amounts of Money to be Raised through Ad Valorem Property Taxes for the Village of Hinsdale in the amount of \$10,882,381 (*First Reading – October 20, 2020*)

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

- b) Approve an Ordinance Approving a Second Major Adjustment to the Planned Development at 111 S. Lincoln Street\*\* (*First Reading – October 20, 2020*)

**10. DISCUSSION ITEMS**

- a) Tollway update

## 11. DEPARTMENT AND STAFF REPORTS

- a) Engineering
- b) Parks & Recreation

## 12. REPORTS FROM ADVISORY BOARDS AND COMMISSIONS

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

## 14. TRUSTEE COMMENTS

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

## 16. 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, has been competitively bid or is part of a State Contract, and have a total dollar amount of less than \$100,000.***

***\*\*\*\*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  
October 20, 2020**

The regularly scheduled meeting of the Hinsdale Village Board of Trustees (conducted electronically) was called to order by Village President Tom Cauley on Tuesday, October 6, 2020 at 7:35 p.m., roll call was taken.

Present: President Tom Cauley

Participating by telephone: Trustees Matthew Posthuma, Luke Stifflear, Gerald J. Hughes, Laurel Haarlow and Neale Byrnes

Absent: Trustee Scott Banke

Participating by telephone: Village Manager Kathleen A. Gargano, Assistant Village Manager/Director of Public Safety Brad Bloom, Police Chief Brian King, Finance Director Darrell Langlois, Director of Community Development/Building Commissioner Robb McGinnis, Director of Public Services George Peluso, Village Planner Chan Yu, Superintendent of Parks & Recreation Heather Bereckis and Village Clerk Christine Bruton

**VILLAGE PRESIDENT - INTRODUCTION**

*"Good evening. On September 18, 2020, Governor Pritzker entered the latest in a string of emergency declarations related to the COVID-19 pandemic. In light of that declaration, and consistent with various Executive Orders entered by the Governor, and the recent amendments made to the Open Meetings Act in Public Act 101-640, I find that it is not practical or prudent to conduct an in-person meeting. This Open Regular Meeting of the President and Board of Trustees of the Village of Hinsdale is therefore being conducted remotely. Public Act 101-640 allows public bodies to meet remotely during public health disasters, so long as the public is able to monitor the meeting, and certain other conditions are met. Public comment is permitted during the Citizen's Petitions portions of the meeting. When we get to those portions of the meeting, I will ask persons wishing to make public comment to identify themselves. If anyone wishing to speak has difficulty connecting to the meeting with ZOOM, please call Assistant Village Manager Brad Bloom at 630.789.7007."*

**APPROVAL OF MINUTES**

**a) Regular Meeting of October 6, 2020**

Following changes to the draft minutes, Trustee Hughes moved to **approve the draft minutes of the regular meeting of October 6, 2020, as amended.** Trustee Posthuma seconded the motion.

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

**NAYS:** None

**ABSTAIN:** None

**ABSENT:** Trustee Banke

Motion carried.

## **VILLAGE PRESIDENT'S REPORT**

President Cauley reported that staff has received many calls about polling locations, and notice was received today that residents who vote at the Hinsdale Adventist Academy, Precinct #26, have been relocated to the Western Springs Recreation Center. For up to date election information, residents should check with their respective County websites.

He reminded residents that the Village does not regulate Halloween, but he encouraged residents to review the CDC guidelines and other helpful items that can be found on the Village website.

He reported the most recent COVID-19 information, which indicates an increase in positive cases. The Governor has closed indoor seating in restaurants, but outdoor seating is still allowed. He also pointed out that DuPage County schools can regulate themselves by District. He noted the higher positivity rate may bring additional changes in the near future.

## **APPOINTMENTS TO BOARDS & COMMISSIONS**

President Cauley asked for a motion to approve the following appointments:

### **Plan Commission**

Mr. Gerald Jablonski re-appointed to a 3-year term through April 30, 2023

### **Economic Development Commission**

Mr. Richard Eck re-appointed to a 3-year term through April 30, 2023

### **Parks & Recreation Commission**

Ms. Heather Hester re-appointed to a 3-year term through April 30, 2023

Mr. Steve Keane re-appointed to a 2-year term through April 30, 2022

Mr. Gregory 'Nash' Moore re-appointed to a 3-year term through April 30, 2023

### **Board of Fire & Police Commissioners**

Mr. Craig Milkint re-appointed to a 3-year term through April 30, 2023

Ms. Mary Herrmann re-appointed to a 3-year term through April 30, 2023

Ms. Margaret Woulfe-Ahrens re-appointed to a 3-year term through April 30, 2023

Trustee Hughes moved to **approve the appointments to Boards and Commissions, as recommended by the Village President.** Trustee Byrnes seconded the motion.

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

**NAYS:** None

**ABSTAIN:** None

**ABSENT:** Trustee Banke

Motion carried.

## **CITIZENS' PETITIONS**

President Cauley confirmed no one was on the line waiting to speak, nor had the Clerk received any communications for the Board.

## **FIRST READINGS – INTRODUCTION**

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

- a) **Approve a Resolution Determining Amounts of Money to be Raised through Ad Valorem Property Taxes for the Village of Hinsdale in the amount of \$10,862,381**

Trustee Hughes introduced the item related to taxes and budgets that is presented to the Board for approval annually to determine the rate for property taxes. The amount is set by State statute, based on the lesser of an increase of 5% or CPI (2.3%) plus an estimate for new construction.

Discussion followed regarding the status of the remedy for the underfunding of the Fire Pension. It was noted that the investment manager had been replaced two or three years ago, and now the Fire returns are closer to the Police returns. They are not managed exactly the same, and it is dependent on market conditions. President Cauley noted the Village did not create the problem; the legislature gave benefits without available funding.

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

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

- b) **Approve State of Illinois joint bid purchase of bulk winter deicing salt to Cargill, Incorporated in the amount of \$31,682**

Trustee Byrnes introduced the item for salt for this winter. He noted the Village is starting with 300 tons in inventory. This purchase enables the Village to buy salt at a better price. Director of Public Services George Peluso explained there are two contracts, one with the County and one with the State. He said the State bid is advantageous this year because of inventory and the timing of the bid.

The Board agreed to move this item to the consent agenda of their next meeting.

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

- c) **Approve an Ordinance Approving a Second Major Adjustment to the Planned Development at 111 S. Lincoln Street**

Trustee Stifflear introduced the item for a second major adjustment to the property, and directed the Board to a photograph of the building in packet. This property is located in the O-2 Limited Office district. The properties to the south and west are also zoned O-2. The properties to the north and east are zoned B-2. This is a three-story brick building originally approved as a single building planned development. The first major adjustment changed the third story from lifestyle housing to medical office. This request asks that the third floor use be changed to O-2 permitted and special uses like the rest of the building. He reminded the Board they can vote on this matter, or forward it to the Plan Commission for public hearing. He added that Plan Commission Chair Steve Cashman has stated he sees no value in moving this to the Plan Commission for hearing.

**Mr. William Merchantz**, building owner, addressed the Board stating this change will not create more need for parking than the existing dental office. President Cauley noted the building is underutilized, and feels this is a good idea. Trustee Haarlow noted there is limited street parking on Lincoln, and hopes the use of the parking deck will be encouraged. Staff confirmed the list of permitted uses from 2017 is up to date, with the exception of a text amendment for special classes. Trustee Stifflear added the approval of this item makes the use of the building consistent with the O-2, creating more appeal to users, and more stability to the property.

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 Haarlow moved **Approval and payment of the accounts payable for the period of October 5, 2020 through October 16, 2020, in the aggregate amount of \$952,463.31 as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk.** Trustee Posthuma seconded the motion.

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

**NAYS:** None

**ABSTAIN:** None

**ABSENT:** Trustee Banke

Motion carried.

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

- b) **Approve an Ordinance Authorizing the Sale by Auction or Disposal of Personal Property Owned by the Village of Hinsdale**

President Cauley introduced this matter as the only Consent Agenda item.

Trustee Byrnes moved to **approve the Consent Agenda, as presented.** Trustee Hughes seconded the motion.

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

**NAYS:** None

**ABSTAIN:** None

**ABSENT:** Trustee Banke

Motion carried.

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

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

- a) **Approve a Resolution approving the 2020 Watermain Project Phase 1 Contract Change Order Number 2 in the amount of \$184,031.85 to John Neri Construction Company, Inc. (First Reading – October 6, 2020)**

Trustee Byrnes introduced the item reminding the Board that there were a variety of issues with this project including unplanned digging underground along Washington and Chicago Avenue. Trustee Stifflear mentioned the Village has had a very good track record with Master Infrastructure Projects (MIP) projects, but this was an unusual circumstance. President Cauley added if you look at the MIP over the last 10 years, the Village has always been within 5% of budget, and usually on the plus side. In the big scheme, the Village is still on track. Trustee Byrnes added the problem was that this was a 100-year old water main.

Trustee Byrnes moved to **Approve a Resolution approving the 2020 Watermain Project Phase 1 Contract Change Order Number 2 in the amount of \$184,031.85 to John Neri Construction Company, Inc.** Trustee Hughes seconded the motion.

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

**NAYS:** None

**ABSTAIN:** None

**ABSENT:** Trustee Banke

Motion carried.

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

b) **Approve an Ordinance approving an Exterior Appearance Plan for Façade Improvements – 16 East First Street** (*First Reading – October 6, 2020*)

Trustee Stifflear introduced the item for the property located west of Nabuki. The owner of Nabuki is expanding the restaurant space, and wants to match the façade. This is located in the B-2 central business and downtown historic district. He described the proposed changes, noting there was general consensus of the Board at the first reading to wait for more feedback from the Historic Preservation Commission (HPC). The HPC met the following night, and while there was no formal vote, they made several recommendations. They felt it was reasonable not to preserve the door inset, but rather have pane glass windows across the front. The brick above the awnings should not be painted white, but should stay as it currently is, the same with the limestone above the windows. They agreed the material on the side of the windows could be painted white. There should be no horizontal fenestration on the exterior of the windows, but it would be acceptable on the interior. The revised drawings are in the packet.

**Mr. Ryan Nester**, architect for the project, addressed the Board and confirmed that two panes was appropriate for the front windows, and a better proportion than three. Discussion followed regarding the visibility of the fenestration from the outside of the building. Mr. Nester confirmed that under certain light conditions it may be visible, but they were more concerned about the interior experience for guests, than the exterior of the building. The HPC seemed to agree that anything behind the glass was completely superficial, and as such were not concerned. Mr. Nester said it definitely would be visible at night when the interior is lit, much like any other interior window treatment. Trustee Stifflear felt the HPC was not as concerned about the window fenestration, but more about the stone and brick architectural details.

Trustee Haarlow commented this was an elegant solution. During the day, the windows will be contiguous with the rest of the building. The fenestration on the interior will be faint, but at night when it is all lit up it will be contiguous for the whole restaurant.

It was noted that business owner Mr. Peter Burdi has agreed to all the requests of the Plan Commission and the Historic Preservation Commission.

Trustee Stifflear moved to **Approve an Ordinance approving an Exterior Appearance Plan for Façade Improvements – 16 East First Street.** Trustee Byrnes seconded the motion.

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

**NAYS:** None

**ABSTAIN:** None



**ABSENT:** Trustee Banke

Motion carried.

c) **Approve an Ordinance Approving a Tentative Plat of Subdivision – 820 N. County Line Road** (*First Reading – October 6, 2020*)

Trustee Stifflear introduced the item for a tentative plat of subdivision at 820 N. County Line Road; currently the property is a 17,680' square foot lot. This will create two code compliant lots, and was unanimously recommended by the Plan Commission. Staff confirmed the home will still be located on a code compliant lot.

Trustee Stifflear moved to **Approve an Ordinance Approving a Tentative Plat of Subdivision – 820 N. County Line Road**. Trustee Byrnes seconded the motion.

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

**NAYS:** None

**ABSTAIN:** None

**ABSENT:** Trustee Banke

Motion carried.

### **DISCUSSION ITEMS**

a) **Tollway update** – None

### **DEPARTMENT AND STAFF REPORTS**

a) **Community Development**

b) **Fire**

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

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

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 Hughes moved to **adjourn the regularly scheduled meeting of the Hinsdale Village Board of Trustees of October 20, 2020**. Trustee Posthuma seconded the motion.

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

**NAYS:** None

**ABSTAIN:** None

**ABSENT:** Trustee Banke

Motion carried.

Meeting adjourned at 8:13 p.m.

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

Administration

**AGENDA SECTION:** Presidents Report  
**SUBJECT:** Appointments to Boards and Commissions  
**MEETING DATE:** November 3, 2020  
**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:

**Plan Commission**

Mr. Patrick Hurley appointed to a 3-year term through April 30, 2023

**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

Public Services & Engineering

**AGENDA SECTION:** First Read – EPS

**SUBJECT:** 2021 Eighth Street Reconstruction Project

**MEETING DATE:** November 3, 2020

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

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**Recommended Motion**

Award the Design and Construction Observation Engineering phases of the 2021 Eighth Street Reconstruction Project to Rempe-Sharpe & Associates, Inc. in the amount not to exceed \$127,748.

**Background**

Eighth Street reconstruction is included in the Village's accelerated Master Infrastructure Plan. This project will reconstruct Eighth Street from Garfield Street to County Line Road in hot-mix asphalt (HMA). The water main between Oak Street and County Line Road will also be replaced. Staff sent requests for proposals to six engineering consultants who have previous design and construction observation experience with the Village of Hinsdale. All consultants responded with proposals.

Engineering Consultant	<u>Design</u>	<u>Construction Observation</u>	<u>Total</u>
• James J. Benes	\$97,005	\$87,243	\$184,248
• Primera & Assoc.	\$86,350	\$86,315	\$172,665
• HR Green	\$73,380	\$87,920	\$161,300
• Baxter & Woodman	\$63,230	\$76,610	\$139,840
• Rempe-Sharpe	\$57,324	\$70,424	\$127,748
• GSG Consultants	\$34,675	\$34,675	\$ 66,175

**Discussion & Recommendation**

The consultants were asked to submit proposals which included construction observation services for an estimated 16-week construction period. Resident engineers would be on-site whenever the contractor was working. It is staff's opinion that GSG Consultant's proposal did not provide sufficient staffing hours to meet this requirement.

Rempe-Sharpe provided design and construction observation services for the 2013 Resurfacing and Reconstruction Projects totaling +/- \$4.5M. Rempe-Sharpe provided satisfactory engineering services for the two projects, which were completed on-time and under-budget. Staff recommends awarding the design engineering contract to Rempe-Sharpe.

The proposed engineering contract has been reviewed by the Village attorney.

**Budget Impact**

Eighth Street reconstruction is budgeted as part of the Village's accelerated Master Infrastructure Plan. The Village budgets engineering as 15% of the total project. Actual engineering costs have been between 7 – 13% depending on the size, reporting requirements, and complexity of the project. For the 2021 Eighth Street Reconstruction Project, the Rempe-Sharpe proposal is 7% of the total budget. It is staff's opinion that the overall project can be completed within the project budget.

**Village Board and/or Committee Action**

N/A

**Documents Attached**

1. 2021 Engineering Contract for the 2021 Eighth Street Reconstruction Project
2. Engineering Consultant Evaluation

VILLAGE OF HINSDALE  
19 E. Chicago Ave.  
Hinsdale, IL 60521

ENGINEERING PROFESSIONAL SERVICES  
AGREEMENT  
2021 Eighth Street Reconstruction Project  
Design Engineering and  
Construction Engineering Phases

PROJECT: 1671

## PROFESSIONAL SERVICES AGREEMENT

BETWEEN THE VILLAGE OF HINSDALE AND REMPE-SHARPE & ASSOCIATES, INC.

This Professional Services Agreement is entered into this \_\_\_\_<sup>th</sup> day of \_\_\_\_\_, 2020 by and between the Village of Hinsdale, an Illinois Municipal corporation (hereinafter referred to as the "Village") and Rempe-Sharpe & Associates, Inc. (hereinafter referred to as the "Engineer") (collectively referred to as the "Parties").

Whereas, the Village is seeking professional services for the 2021 Eighth Street Reconstruction Project Engineering (herein referred to as the "Project");

Whereas, Engineer submitted a Proposal dated August 3, 2020 to provide said services for the Project;

Whereas, based upon Engineer's competence and the Village's prior experience with Engineer's work quality, the Village, through the Engineering Division, has chosen Engineer for the Project; and,

NOW THEREFORE, Engineer agrees to perform the services set forth herein and the Village agrees to pay for said services under the following terms and conditions:

### SECTION 1. DEFINITIONS.

Whenever used in this Agreement, the following terms shall have the meanings indicated and the singular shall be read to include the plural and vice versa.

A. The term "Agreement" shall mean the entire integrated agreement between Engineer and the Village setting forth the terms and conditions governing the performance of the Project.

B. The term "Change Order" the document signed by Engineer and the Village which authorizes the performance of services beyond the Scope of Work to be supplied under the Agreement, which is issued on or after the Effective Date of this Agreement.

C. The "Engineer" shall mean Rempe-Sharpe & Associates, Inc., its employees, agents, subcontractors, duly authorized representatives or others performing work on its behalf. To the extent any work performed under this Agreement is performed by subcontractors, the term "Engineer" shall include such subcontractors.

D. The term "Deliverable" shall mean the plans, specifications, documents, reports, or other item to be prepared and completed by Engineer pursuant to this Agreement.

E. The terms "Includes" and "Including" shall not be construed as limited to.

F. The term "May" is permissive; except the phrase "no person may" shall mean that no person is required, authorized, or permitted to do the act prohibited.

G. The terms "Provide" "Furnish" and "Perform" shall be deemed to imply an obligation on the part of Engineer to obtain, deliver and pay for any material, product, service or other incidental item required under the Agreement, and includes an obligation on the part of Engineer to supply and pay for all labor and services necessary to properly complete the Work, and/or put into and otherwise make ready for its intended use any deliverable, service, item or other Work required by the Agreement.

H. The term "Shall" is imperative.

I. The term "Project" means the scope, extent, or amount of services, deliverables, items, or labor related to the engineering services for the Hinsdale 2021 Eighth Street Reconstruction Project Engineering as more fully described of Exhibit "A" attached hereto.

J. The terms "Statute," "Law," "Regulation" and "Ordinance" shall be deemed to include all revisions, amendments, and supplements.

K. The term "Village" shall mean the Village of Hinsdale, an Illinois Municipal Corporation, its officers, directors, trustees, authorized representatives and employees.

L. The term "Work" shall mean the all services, labor, materials, equipment, and services provided or to be provided by the Engineer under the Agreement.

## **SECTION 2. GENERAL REQUIREMENTS-ENGINEER.**

A. Engineer agrees to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. Engineer shall have sole responsibility for developing a design that meets the Village's performance expectations and satisfies any applicable state, federal or local laws or regulations.

B. Engineer's role with respect to the Project is solely that of an independent contractor. No right of review; requirement of approval; or other provision of this Agreement or subsequent conduct between the Parties shall be construed to create a relationship between the Parties as that of employer-employee principal and agent, partners, or joint ventures. Engineer shall have no authority or right to enter into any contract, or incur any debt or liability of any nature in the name of, or on behalf of, the Village.

C. Engineer shall not be performing any services with respect to construction oversight. Accordingly, Engineer shall have neither control over or charge of, nor be responsible for the means, methods, techniques, performance or sequence of construction, nor the assurance of site or employee safety. The Village shall cause these contractor responsibilities to be set forth in any subsequent contract to be entered into for construction and installation. It shall be the authority of the Village, not the Engineer, to stop the work of any contractor or any subcontractor on the Project.

D. Engineer to the best of its knowledge represents that it shall have the Intellectual Property rights (including, but not limited to, patent, copyright, trademark, service mark, or trade secret rights) to any Deliverable that will be provided to the Village during the performance of this



Agreement and that transfer of said Deliverables to the Village shall not violate or infringe upon the Intellectual Property rights of any third party.

E. Engineer agrees to perform no professional services during the term of the contract for any person, firm or corporation, for any project or work that may be subject to the Village's review/inspection, to occur or occurring within the corporate limits of the Village, or contiguous to the corporate limits of the Village without notification to the Village prior to rendering services. Engineer agrees to provide the Village with written notification whenever the services provided under this Agreement shall require Engineer to review or inspect work performed by any other firm or corporation for whom Engineer is or has within the previous twelve (12) months provided professional services, or with any of Engineer's partners or principals have a financial interest. The Village may at its discretion disqualify Engineer from participation as representative of the Village in such projects.

F. Engineer represents that its employees, agents and subcontractors currently hold, and shall maintain throughout the completion of the Work, all required licenses, permits and certificates, and have duly registered and otherwise complied in all respects with any applicable federal, state and local laws, regulations and ordinances applicable to the performance of this Agreement.

G. Engineer agrees to perform the services contemplated under this Agreement within the agreed upon schedule, with construction completion no later than October 31, 2021.

### **SECTION 3. GENERAL REQUIREMENTS-VILLAGE.**

A. The Village agrees to provide full information regarding requirements for and about the Project, including the Village's objectives, schedule, constraints, criteria, special equipment, systems and site requirements. To the extent additional information readily available to the Village is requested by Engineer during the performance of the Project, the Village shall provide said information within 15 business days and without cost or expense to the Engineer.

B. The Village agrees to provide review of any reports, drafts or other materials as requested by Engineer within 15 business days.

### **SECTION 4. SCOPE OF SERVICES.**

A. As more fully set forth in its proposal dated August 3, 2020, attached hereto as Exhibit "A", Engineer agrees to provide all labor, materials, expertise, services and consultation related to design engineering, construction document development, bidding, construction observation, material testing, and related services for the Project. Exhibit "A" is incorporated into and made a part of this Professional Services Agreement. The priority of interpretation for any inconsistent terms between this Professional Services Agreement and Exhibit "A" is as follows: the provisions of this Professional Services Agreement shall prevail over the inconsistent provisions of Exhibit "A". The inconsistent provisions of Exhibit "A" shall be deemed not applicable.

B. Engineer shall have the sole and ultimate responsibility for designing and drafting documents that meet the Village's performance expectations and satisfy applicable laws, regulations and requirements of any federal, state, local or other regulatory authority.

## **SECTION 5. COMPENSATION AND PAYMENT FOR ENGINEER'S SERVICES.**

### **A. Contract Amount.**

Engineer agrees to provide the professional services and deliverables set forth in the Scope of Work, and the Village agrees to compensate Engineer for said performance, the Contract Amount of not-to-exceed \$127,748.00.

### **B. Hourly Rates and Costs.**

Compensation for the services set forth in the Scope of Work shall be computed on the basis of the schedule of hourly rates for the professional services set forth in Exhibit "A." The Contract Amount includes Engineer's direct costs.

C. The Village agrees to make payments and to pay interest on unpaid balances under the provisions of the Local Government Prompt Payment Act. However, in no event shall Engineer be reimbursed for work performed that exceeds the Contract Amount without the Village's prior written consent and authorization.

D. Engineer shall submit invoices no more than once per month. Invoices shall provide a detailed breakdown of the amount billed, including the name, title, rate of pay, hours worked and services rendered by each individual during the period stated. Invoices shall be submitted in duplicate and shall reflect all prior amounts billed and paid to date. Invoices shall be accompanied by a progress report setting forth the rates of completion for all tasks scoped and for all deliverable products. Invoices shall not be deemed due unless and until a progress report has been submitted.

## **SECTION 6. DELIVERY AND OWNERSHIP OF DOCUMENTS.**

A. All Deliverables, including but not limited to, any plans, specifications, reports, or other project documents prepared by Engineer pursuant to this Agreement shall be the exclusive property of the Village and Engineer shall provide such work product to the Village immediately upon request or upon the expiration or termination of this Agreement.

B. The Deliverables prepared by Engineer pursuant to this Agreement are intended for the express and sole use of the Village for this Project only. Any reuse by the Village on extensions of the Project or any other project or, any modification of the Deliverables by the Village without the specific written verification or adaptation by Engineer, shall be at Village's sole risk. Engineer shall not be liable for any damage or loss resulting from said reuse or modification by the Village.

C. Engineer shall provide the Village with the Deliverables both printed form and electronically. All reports and related information shall be compatible with "Microsoft Word 2003," by Microsoft Corporation, or latest version; all spreadsheets and related information shall be compatible with "Microsoft Excel 2003" by Microsoft Corporation, or latest version; and all CAD related information shall be compatible with "AutoCAD 2008" by Autodesk Corporation, or latest version. Deliverables in printed form shall be of a quality that assures total reproducibility by the Village. In the event of conflict between printed and electronic documents, the printed deliverable controls.

D. Upon the condition that Engineer has received the prior written consent of the Village, Engineer shall have the right to include representations of the design of the Project,

including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Village's confidential and proprietary information if the Village has previously advised the Engineer in writing of the specific information considered by the Village to be confidential and proprietary.

## **SECTION 7. INSURANCE.**

### **A. Scope of Coverage and Amounts.**

During the term of the Project, Engineer shall procure and maintain insurance against all claims for injury to or death of a person or persons or damage to property, which are caused from the intentional, willful and wanton, or negligent performance of the services hereunder by Engineer. The scope of coverage shall be at least as broad as, and shall be in amounts not less than, the following:

1. Commercial General Liability, with the Village as an additional insured, \$1,000,000 per occurrence for personal bodily injury and property damage. The general aggregate shall be no less than \$2,000,000.
2. Business Auto Liability, \$1,000,000 combined single limit for bodily injury and property damage;
3. Workers Compensation and Employers' Liability in amounts required by statute (the policy shall include a 'waiver of subrogation');
4. Umbrella Coverage- \$2,000,000 per occurrence; and,
5. Professional Liability – \$1,000,000 each claim covering negligent acts, errors, and omissions in connection with professional services to be provided by Engineer under this Agreement, and providing for indemnification for injuries arising out of same, with a deductible not-to-exceed \$50,000 without prior written approval.

If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of this Agreement. In the event the policy is cancelled, not renewed or switched to an occurrence form, then Engineer shall purchase supplemental extending reporting period coverage for a period of not less than three (3) years.

B. Upon execution of this Agreement, Engineer shall furnish to the Village satisfactory proof of coverage of the above insurance requirements. Such proof shall consist of certificates executed by the respective insurance companies together with executed copies of an "Additional Insured Endorsement" in a form acceptable to the Village. For the duration of the Agreement, said certificates shall expressly provide that the Village shall receive thirty days written notice, with ten day exception for non-payment of premium, prior to cancellation of any required insurance policy. In addition, said certificates shall list the Village and its corporate authorities, officers, agents and employees as an additional insured on all required insurance policies except the policy for professional liability and Workmen's Compensation.

1. All insurance required herein of Engineer shall be valid and enforceable policies, insured by insurers licensed and permitted to do business by the State of Illinois or surplus line carriers qualified to do business in the State of Illinois. All insurance carriers and surplus line carriers shall be rated A-, VII or better by A.M. Best Company.

2. Engineer shall require all subcontractors not protected under the Engineer's policies to take out and maintain insurance of the same nature, in the same amounts and under the same terms as required herein of Engineer. Engineer shall confirm subcontractor compliance with the requirements stated herein prior to the performance of any Work by a subcontractor.

3. Engineer expressly understands and agrees that any insurance policies required to be maintained pursuant to this Agreement shall in no way limit the degree, amount, or extent of Engineer's responsibility to indemnify, keep and save harmless the Village, their officers, agents, employees, representatives and assigns. Engineer's insurance coverage (both primary and excess) shall be primary as respect to any insurance or self-insurance maintained by the Village, which said insurance of the Village shall solely be excess of Engineer's insurance and shall not contribute with Engineer's insurance coverage.

#### **SECTION 8. CHANGES IN WORK.**

A. The Village reserves the right to request additional work or services beyond that stated in the Scope of Work or, to delete certain work or services currently set forth in the Scope of Work. Any such changes by the Village shall not invalidate the Agreement or relieve the Engineer of any obligations under this Agreement. Changes to the Work shall be authorized in writing and executed by the Parties. Engineer shall not proceed with any extra work unless and until a Change Order is executed by the Parties.

B. Unless otherwise agreed, the Village shall compensate Engineer for any extra work according to the rates set forth in Exhibit "A" to this Agreement. Engineer shall not be entitled to an adjustment to the Contract Amount for any work performed outside the scope of the Agreement and for which no prior written authorization by the Village was obtained; or, for work which exceeds the Contract Amount or other agreed upon pricing and for which no Change Order was executed prior to exceeding the Contract Amount.

#### **SECTION 9. USE OF SUBCONTRACTORS AND CONFLICTS OF INTEREST.**

Except as otherwise stated herein, Engineer may elect to use subcontractors to perform certain portions of the services to be provided under this Agreement; however, Engineer shall perform the majority of the work on the Project. Any use of subcontractors shall require the prior written approval of the Village, said approval shall not be unreasonably withheld. Engineer shall not be entitled to any payment for services performed by subcontractors for whom prior written approval of the Village was not obtained. Engineer shall remain ultimately responsible for all work performed with respect to the Project and shall ensure that subcontractors comply with the terms stated in this Agreement.

#### **SECTION 10. INDEMNIFICATION.**

A. Engineer shall hold harmless, and indemnify the Village, its corporate authorities, trustees, officers, directors, and employees from and against any and all injury, death, loss, property damage, judgments, liens, claims, suits, liabilities, actions, causes of action, demands, expenses, costs, or other liabilities of any character (including reasonable attorney's fees) caused by the: (a) failure to comply with, or violation of, any federal, state or local law, statute, regulation, rule, ordinance, order, or governmental directive; (b) negligent acts, omissions or willful

misconduct; (c) failure to comply with the terms, conditions, or representations in the Agreement; (d) infringement of any patent, trademark or copyright; and, e) performance under this Agreement by Engineer, its Subcontractors, or others performing or furnishing any Work directly or indirectly on Engineer's behalf. The terms of this indemnity shall survive the suspension, expiration or termination of this Agreement.

B. The Village shall hold harmless, and indemnify Engineer, its corporate authorities, trustees, officers, directors, agents, assigns, and employees from and against any and all injuries, deaths, losses, judgments, claims, suits, liabilities, actions, demands, expenses, costs, including reasonable attorneys' fees, arising in whole or in part or relating to any act, omission, or performance under this Agreement by the Village, its employees, officers, directors, agents, or others working on its behalf, except that arising out of the sole legal cause of the Engineer. Nothing in this paragraph, however, shall be construed to create an obligation, right of action, or right of recovery that would otherwise not exist at law or in equity. Nor shall the terms of this paragraph be construed as a waiver by the Village of any right or defense it has, or otherwise would have had at law or in equity, but for this paragraph.

C. Kotecki Waiver. Engineer (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees and waives any limitation of liability defense based upon the Worker's Compensation Act and cases decided there under. Engineer agrees to indemnify the Village from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, which the Village may sustain as a result of personal injury claims by Engineer's employees, except to the extent those claims arise as a result of the Village's own negligence.

D. In any contract the Village may subsequently enter into for construction related to the Project, the Village agrees to use its best efforts to require the contractor to indemnify, hold harmless, and defend the Engineer, its officers, employees and agents from and against any and all claims, suits, demands, liabilities, losses, damages, and costs, including but not limited to costs of defense, arising in whole or in part out of any act or omission of the contractor, its employees, agents, and subcontractors, or anyone for whose acts contractor may be liable.

#### **SECTION 11. COMPLIANCE WITH LAWS.**

A. Engineer agrees and represents to the best of its ability that it will comply with all applicable laws, regulations and rules promulgated by any federal, state, local, or other governmental authority or regulatory body, now in effect or which may be in effect during this Project. The scope of the laws, regulations, and rules referred to in this paragraph include, but in no way are limited to, the Illinois Human Rights Act, Illinois Equal Pay Act of 2003, Occupational Safety & Health Act, all forms of traffic regulations, public utility, Interstate and Intrastate Commerce Commission regulations, Workers' Compensation Laws, Prevailing Wage Laws, USA Security Act, federal Social Security Act (and any of its titles), and any other law, rule or regulation of the Illinois Department of Labor, Department of Transportation, Illinois Department of Human Rights, Human Rights Commission, or EEOC.

B. Without limiting the generality of the foregoing, pursuant to the requirements of Illinois law concerning public contracts, Engineer shall comply with each of the following as may be applicable:

1. Sexual Harassment Policy. Engineer represents that it has a written sexual harassment policy defining sexual harassment as required in Section 2-105 of the Ill. Human Rights Act.

2. Tax Payments. Engineer represents that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as set forth in 65 ILCS 5/11-42.1-1.
3. Equal Pay Act of 2003. Engineer, and all subcontractors thereof, shall at all times comply with the provisions of the Illinois Equal Pay Act of 2003, 820 ILCS 112/1, *et seq.*
4. Public Works Employment Discrimination Act. The Engineer represents that it will comply with the Illinois Public Works Employment Discrimination Act (775 ILCS 10/0.01, *et seq.*) which prohibits unlawful discrimination by any entity in the contracting for or performance of all public contracts with the State of Illinois and all of its political subdivisions. As required by this State Act, all of its provisions are incorporated herein by reference and are reprinted below.
5. Illinois Human Rights Act-Equal Opportunity Clause. Engineer represents that it is an "Equal Opportunity Employer" as defined by federal and state laws and regulations, and agrees to comply with the Illinois Department of Human Rights (IDHR) Equal Opportunity clause as required by the IDHR's Regulations (44 Ill. Admin. Code, Part 750, Appendix A), which is considered to be part of any public contract or purchase agreement. As required by State law and IDHR Regulation, the Equal Opportunity clause is reprinted below.

#### **EQUAL EMPLOYMENT OPPORTUNITY**

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

- 1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, military status, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- 2) That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules) of minorities and women in the areas from which it may reasonably recruit and Engineer will make a good faith effort to hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- 3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, military status, or an unfavorable discharge from military service.

4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Engineer's obligations under the Illinois Human Rights Act and the Department's Rules. If any such labor organization or representative fails or refuses to cooperate with the Engineer in its efforts to comply with such Act and Rules, the Engineer will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations hereunder.

5) That it will submit reports as required by the Department's Rules, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules.

6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules.

7) That it will include verbatim or by reference the provisions of this clause 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. In the same manner as with other provisions of this contract, the Engineer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Engineer will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

## **ILLINOIS PUBLIC WORKS EMPLOYMENT DISCRIMINATION ACT**

### **10/1. Discrimination in employment prohibited**

§ 1. (a) No person shall be refused or denied employment in any capacity on the ground of unlawful discrimination, as that term is defined in the Illinois Human Rights Act, nor be subjected to unlawful discrimination in any manner, in connection with the contracting for or the performance of any work or service of any kind, by, for, on behalf of, or for the benefit of this State, or of any department, bureau, commission, board, or other political subdivision or agency thereof.

§ 1. (b) The Illinois Human Rights Act applies to all contracts identified in subsection (a).

### **10/2. Deemed incorporated in contract**

§ 2. The provisions of this Act shall automatically enter into and become a part of each and every contract or other agreement hereafter entered into by, with, for, on behalf of, or for the benefit of this State, or of any department, bureau, commission, board, other political subdivision or agency, officer or agent thereof, providing for or relating to the performance of any of the said work or services or of any part thereof.

### **10/3. Includes independent contractors, etc.**

§ 3. The provisions of this Act also shall apply to all contracts entered into by or on behalf of all independent contractors, subcontractors, and any and all other persons, association or corporations, providing for or relating to the doing of any of the said work or the performance of any of the said services, or any part thereof.

10/4. Deduction from compensation

§ 4. No Engineer, subcontractor, nor any person on his or her behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work for the benefit of the State or for any department, bureau, commission, board, other political subdivision or agency, officer or agent thereof, on account of race, color, creed, sex, religion, physical or mental handicap unrelated to ability, or national origin; and there may be deducted from the amount payable to the Engineer by the State of Illinois or by any municipal corporation thereof, under this contract, a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Act.

10/5. Recovery by injured person

§ 5. Any person, agency, corporation or association who violates any of the provisions of this Act, or who aids, abets, incites or otherwise participates in the violation of any of the provisions, whether the violation or participation therein occurs through action in a private, public or in any official capacity, shall be guilty of a petty offense for each and every violation or participation therein with respect to each person aggrieved thereby, to be recovered by each such aggrieved person, or by any other person to whom such aggrieved person shall assign his cause of action, in the circuit court in the county in which the plaintiff or the defendant shall reside.

10/6. Violations: punishment

§ 6. Any person who or any agency, corporation or association which shall violate any of the provisions of the foregoing sections, or who or which shall aid, abet, incite or otherwise participate in the violation of any of the said provisions, whether the said violation or participation therein shall occur through action in a private, in a public, or in any official capacity, shall also be deemed guilty of a petty offense for each and every said violation or participation or, in the case of non-corporate violators, or participators, of a Class 8 misdemeanor.

10/7. To be inscribed in contract

§ 7. The provisions of this Act shall be printed or otherwise inscribed on the face of each contract to which it shall be applicable, but their absence therefrom shall in no wise prevent or affect the application of the said provisions to the said contract.

10/8. Partial invalidity: construction

§ 8. The invalidity or unconstitutionality of any one or more provisions, parts, or sections of this Act shall not be held or construed to invalidate the whole or any other provision, part, or section thereof, it being intended that this Act shall be sustained and enforced to the fullest extent possible and that it shall be construed as liberally as possible to prevent refusals, denials, and discriminations of and with reference to the award of contracts and employment hereunder, on the ground of race, color, creed, sex, religion, physical or mental handicap unrelated to ability, or national origin.

**SECTION 12. SUSPENSION AND TERMINATION OF SERVICES.**

A. Suspension of Work

The Village may, at any time, by written notice to the Engineer require the Engineer to stop all, or any part, of the Work required by the Agreement. Upon receipt of such a notice, the Engineer shall immediately comply with its terms and take all steps to minimize the occurrence of costs allocable to the Work covered by the notice. Engineer shall, upon receipt of notice of suspension, identify in writing all Work that must be completed prior to suspension of the Work, including



all Work associated with suspension that must be performed. With respect to Work so identified by Engineer and approved by the Village, the Village will pay for the necessary and reasonable costs associated with that Work. Engineer shall not be entitled to any claim for lost profits due to the suspension of the Work by the Village.

**B. Termination of Agreement**

1. The Village reserves the right to terminate the whole or any part of this Agreement, without cause, upon ten (10) calendar day's written notice to the Engineer.

2. The Village reserves the right to terminate the whole or any part of this Agreement, upon ten (10) calendar day's written notice to the Engineer in the event of default by the Engineer.

a. Default is defined as the failure by Engineer to correct defective Work as required; the persistent failure to carry out the Work in accordance with the Agreement; or, the failure to make sufficient progress to endanger timely completion of the Work.

b. Engineer shall also be deemed in default if the Engineer: 1) is adjudged bankrupt or insolvent, or makes a general assignment for the benefit of creditors or if a trustee or receiver is appointed for the Engineer or for any of the Engineer's property on account of the Engineer's insolvency, and the Engineer or its successor in interest does not provide adequate assurance of future performance in accordance with the Agreement within 10 days of receipt of a request for assurance from the Village; 2) repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment; 3) repeatedly fails to make prompt payments to Subcontractors or suppliers at any tier, or for labor, materials or equipment; 4) disregards laws, ordinances, rules, codes, regulations, orders or similar requirements of any public entity having jurisdiction; or 5) otherwise violates any material term of the Agreement.

c. If Engineer shall assign this Agreement or abandon the Work or shall neglect or refuse to comply with the instructions of the Village relative thereto or shall fail in any manner to comply with the specifications or stipulations herein contained or if at any time the Village shall be of the opinion that the Work is unnecessarily delayed and will not be finished within the prescribed time, or that unnecessary inconvenience is being imposed upon the public or unnecessary expense is being incurred by the Village for inspection and supervision, the Village shall notify the Engineer, in writing, to that effect. If the Engineer does not, within five (5) calendar days thereafter, take such measures as will in the judgment of the Village ensure the satisfactory completion of the Work within the prescribed time or prevent unnecessary inconvenience to the public or prevent unnecessary expense to the Village, then the Village may take such actions as deemed necessary, at the cost to the Engineer, to correct such delay or, the may declare the Engineer to be in default and terminate the Agreement.

3. Upon receipt of notice of termination, Engineer shall identify in writing all Work that must be completed prior to termination of the Work, including all Work associated with termination that must be performed. Only with respect to Work so identified by Engineer and pre-approved by the Village, the Village will pay for the necessary and reasonable costs associated with that Work. Engineer shall not be entitled to any claim for lost profits due to the termination of the Work by the Village.

**SECTION 13. NOTICES.**

All notices, communications and/or demands given pursuant hereto shall be in writing and shall be deemed sufficient if sent by certified mail, return receipt requested, addressed as set forth at the following addresses, or at such other addresses as the Parties may designate by written notice in the manner aforesaid:

*If to Village:*

Village Manager  
Village of Hinsdale  
19 E. Chicago Avenue  
Hinsdale, Illinois 60521

*If to Engineer:*

Jim Bibby  
Rempe-Sharpe & Associates, Inc.  
324 West State Street  
Geneva, Illinois 60134

The date of mailing shall be deemed the date of service. Either Party may change the address for notice by the aforesaid procedure.

#### **SECTION 14. MISCELLANEOUS PROVISIONS.**

**A. Assignment.**

Engineer shall not assign this Agreement or any portion thereof. The merger, consolidation, or liquidation of Engineer or any change in the ownership of or power to vote 33 and 1/3% or more of Engineer's capital stock, as held as of the date of execution of this Agreement, shall be deemed an assignment, provided however, that transfer of ownership of shares of capital stock between persons who, on the date of this Agreement, are owners of Engineer's capital stock, shall not constitute an assignment.

**B. Governing Law.**

For any legal action between the Parties concerning the interpretation, construction and enforcement of this Agreement, or subject matter thereof, venue shall be in Cook County, Illinois and the laws of the State of Illinois shall govern the cause of action. In any action involving the interpretation or construction of the terms herein, this Agreement shall not be construed in favor of, or against, either Party.

**C. Captions.**

The captions set forth herein are inserted solely for ease and convenience of reference and are not intended to provide a basis for the construction and interpretation of this Agreement.

**D. Entire Agreement.**

This Agreement contains all negotiations, agreements, covenants and understandings between the Parties and supersedes any such prior written or oral agreement. This Agreement may not be modified or amended unless such modification or amendment is evidenced in writing, signed by both Parties and dated on the same date as, or later date than, the date of this Agreement.

**E. Waiver.**

The failure of either Party to enforce any term, condition, or covenant (herein referred to as "provision") of this Agreement shall not be deemed a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with such provision and every other provision

of this Agreement. No provision of this Agreement shall be deemed to have been waived by either Party unless such waiver is in writing by said Party.

**F. Third Party Beneficiaries.**

Nothing contained in this Agreement shall be construed to create enforceable rights in favor of any third party not a party hereto, or a contractual relationship with, or a cause of action in favor of, any third party against either the Village or Engineer.

**G. Survival.**

The aforesaid covenants, agreements, representations and warranties shall survive the expiration or termination of the Agreement.

IN WITNESS WHEREOF, the Village of Hinsdale and Engineer, by their duly authorized representatives, have hereunto set their hands.

Accepted this \_\_\_\_ day of \_\_\_\_\_ 2020

**Engineering Consultant**

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

\_\_\_\_\_  
(Printed Name and Title)

Accepted this \_\_\_\_ day of \_\_\_\_\_ 2020

**The Village of Hinsdale, Illinois**

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

Kathleen A. Gargano, Village Manager

**EXHIBIT A – REMPE-SHARPE & ASSOCIATES PROFESSIONAL SERVICES  
AGREEMENT FOR HINSDALE 2021 EIGHTH STREET RECONSTRUCTION PROJECT  
DATED: August 3, 2020**



# **REMPE-SHARPE & Associates, Inc.**

## Principals

J. Bibby            P.E. S.E.  
D. A. Watson      P.E.

## **CONSULTING ENGINEERS**

324 West State Street  
Geneva, Illinois 60134  
Phone: 630/232-0827 – Fax: 630/232-1629

August 3, 2020

Village of Hinsdale  
19 East Chicago Avenue  
Hinsdale, Illinois 60521-3489

Attn: Mr. Dan Deeter, P.E.  
Village Engineer

Re: Village of Hinsdale  
E. Eighth Street Reconstruction Project (RFP #1671)

Dear Mr. Deeter,

Please find attached our Proposal for Phase I and II (Design) and Phase III (Construction Observation) Engineering Services in support of the Village of Hinsdale's E. Eighth Street Reconstruction Project. It is our understanding that the E. Eighth Street Reconstruction Project will consist of Design of approximately 2,567 feet of street reconstruction in Hot-Mix Asphalt (HMA), evaluation of existing brick utility structures for structural integrity, replacement of approximately 665 feet of 4-inch watermain between Oak Street and County Line Road with 8-inch PVC watermain, and connecting to existing watermain; redirection of approximately eight (8) sump pump discharges to sewer inlets if possible.

Phase I and II design engineering consultant services to be provided include surveying, soil sampling, preliminary and final design and specifications; preparation of contract documents; coordination and management of permits; and managing the bid process.

Phase III construction observation engineering services shall include coordination and conduction of the pre-construction meeting, providing a resident engineer per IDOT regulations and quality assurance for materials testing as required by IDOT.

The Village will use REBUILD Illinois funds for capital improvements; and as such the consultant shall advise the Village of all information, activities, and scheduled milestones required for the use of REBUILD Illinois bond funds.

Rempe-Sharpe shall comply with the Illinois Fair Employment Practices Commission's Rules and Regulations, the Americans with Disabilities Act of 1990, Public Act 87-1257 regarding sexual harassment, all current OSHA Rules and Regulations and the Federal Drug Free Work Place Act. Rempe-Sharpe will comply with all laws of the United States, State of Illinois and all

Ordinances and Regulations of the Village of Hinsdale in the performance of the work for this Project. Rempe-Sharpe is a registered Professional Engineering Design Firm in Illinois (License No. 184.000895).

Our Scope of Consultant Services to be provided include: preliminary and final design and specifications; preparation of contract documents; coordination and management of all permits; and manage the bidding and bid opening process. Construction Observation services will include coordination and conduct of the pre-construction meeting, a resident engineer (per Agreement Provision 1.k of IDOT BLR 05512), and quality assurance for materials testing as required.

#### **A. BACKGROUND**

Rempe-Sharpe recognizes that the E. Eighth Street Reconstruction Project is part of the Village of Hinsdale's Accelerated Master Infrastructure Plan (MIP):

#### **B. SCOPE OF PROFESSIONAL SERVICES**

##### **GENERAL**

Rempe-Sharpe understands the project will consist of: removal of 2,567 feet of a PCC surface and replacement with an HMA surface.

1. Removal and replacement of damaged or sunken concrete curb & gutter as necessary.
2. Rempe-Sharpe will provide Phase I and II "Design" engineering consultant services including design and specifications; preparation of contract documents; coordination and management of any permits; and manage the bidding and bid opening process. Phase III "Construction Observation" engineering services will include the coordination and conduct of the pre-construction meeting, providing a resident engineer and 20% quality assurance for material testing as required by IDOT.
3. Rempe-Sharpe realizes the Village will be using REBUILD Illinois funds for this project during the construction phase of the project.

### **RESTRICTIONS:**

Rempe-Sharpe is aware that construction in the vicinity of a school is to be scheduled during the summer break (beginning between 06/02/21 – 06/11/21).

### **VILLAGE RESPONSIBILITIES**

Rempe-Sharpe understands that the Village of Hinsdale will make available to the consulting engineer such atlases, plans, specifications and details that are available and germane to the project including the Village Wide Environmental Record Search dated April 2013 by Huff and Huff / EDR to facilitate identification of locations where CCDD disposal may be of concern.

### **ENGINEERING RELATED REQUIREMENTS**

1. Rempe-Sharpe has provided engineering services for over 100 years to municipalities and similar governmental bodies including the Village of Hinsdale, Village of Winfield, Village of North Aurora, Fermi National Accelerator Laboratory, Wheaton Sanitary District and Argonne National Laboratory, just to name a few.
2. Rempe-Sharpe will conduct detailed field surveys as necessary to provide the appropriate construction drawings. All surveys will use the NAVD 88 vertical datum and state plane coordinate system. An AutoCad copy of the survey will be provided to the Village Engineering Division. Rempe-Sharpe understands that the Village documentation has little information on infrastructure and it will be Rempe-Sharpe's responsibility to provide design details including pipe slopes and material, structure materials, rim and inverts, and the existence of drop manholes.
3. Rempe-Sharpe will have soil borings conducted to determine soil bearing conditions and the presence of unsuitable soils within the project area. At a minimum, one soil boring will be conducted per block requiring road reconstruction, earth excavation or trenching.
  - a. Rempe-Sharpe will review Village Wide Environmental Record Search dated April 2013 by Huff & Huff/EDR located at the Village's engineering office prior to scheduling the soil borings.
  - b. Soil boring will include a chemical analysis of soils with the intent of identifying areas that will cause rejection(s) of the material at the CCDD. Rempe-Sharpe will coordinate with Village Staff prior to conducting any soil borings.
4. Engineer will include line items CCDD/LUST MATL's ANALYSIS, MANAGEMENT & COMPLIANCE, and CCDD MATERIALS MANAGEMENT ALLOWANCE.

5. Included in the Design Engineering phase will be cleaning and televising sanitary sewers in order to determine if they are to be lined, repaired or replaced. Line items will be included for sewer cleaning, heavy cleaning, and televising. Upon completion of construction, all impacted sewers and sanitary services will be televised.
6. Rempe-Sharpe will prepare plans and specifications per IDOTs Procedural Guidelines using the latest edition, IDOT Standard Specifications and Supplemental Specifications, the Village of Hinsdale Engineering Design Standards and Standard Details, and the latest ADA State and Federal Standards will be referenced in the design specifications and plans.
7. Water and sewer systems will be designed in accordance with (IAW) the Standard Specifications for Water & Sewer Main Construction in Illinois, and the Village of Hinsdale requirements. The consultant will provide recommendations for the use of open cut and trenchless construction where applicable for all underground improvements.
8. Design will include the repair and adjustment (as required) of utility structures based on the Village of Hinsdale guidelines including the replacement of all brick manholes, valve vaults, inlets, etc.
9. Rempe-Sharpe understands existing driveway aprons and sidewalks will remain unless disturbed by construction activities.
  - a. Sidewalk ramps and sidewalks will be improved to meet IDOT and ADA/PROWAG Standards, or as directed by the Village. The project may include curbs integral to the sidewalk or block retaining walls to minimize the impact of transitions on the surrounding tree roots. Unilock Rivercrest stone or similar stacked-block retaining wall will be used for transitions 1-foot or higher.
  - b. Sidewalks at street corners with pedestrian crossings will include details showing proposed sidewalk spot elevations and slopes that meet ADA/PROWAG Standards.
  - c. Carriage walk steps impacted by the improvements will be removed. All other steps not impacted by the improvements will remain in place.
  - d. Driveway aprons will be replaced in kind. Rempe-Sharpe will provide existing and proposed driveway apron slopes for all driveways on the cross-section sheets.



- i. Proposed apron slopes will not be back-pitched towards the residence if at all possible. Rempe-Sharpe will consult with the Engineering Division when this condition is encountered.
  - ii. Existing apron slopes steeper than 8% will not be exceeded by the proposed apron slope. Again, Rempe-Sharpe will consult the Engineering Division which this condition is encountered.
10. Rempe-Sharpe will consider the impact to existing trees during the design. Tree protection measures, such as root pruning and tree protection fencing, will be specified to protect trees during construction per the Village's standard guidelines (unit of measure = linear foot).
11. It will be noted in the construction plans and specifications that it will be the responsibility of the Contractor to protect, repair or replace all irrigation systems and invisible dog fences encountered on private or public property.
12. All parkways impacted by construction activities will be restored with new sod.
13. Specifications shall note that a flow test is to be conducted on all newly constructed water mains provided by the Village.
14. Rempe-Sharpe will provide a detailed Engineer's Opinion of Probable Construction Costs.
15. Rempe-Sharpe will coordinate the proposed design with all public and private utilities.
16. Rempe-Sharpe will coordinate and develop plats of easement for public utility easements where public utility structures will be located on private property.
17. Bidding services will include preparation, printing and distribution of bid/construction documents, verifying bid prices, contractor recommendations, attendance at bid opening, summarizing all bids received, and verification of bid documents.
18. Rempe-Sharpe will provide a full-time Resident Engineer for the duration of the project. The Resident Engineer's responsibilities will include, but not be limited to:
  - a. Attendance at project meetings including pre-bid, pre-construction, and weekly construction meetings;
  - b. On-site observation of the contractor's operations to ensure conformance with the contract documents;

- c. Maintain a project diary and provide a written weekly progress report to the Village. Our Resident Engineer will keep field notes for documentation of payable work as well as allow for verification of the contractor's submitted Record Drawing and will advise the Village of any changes or conditions that impact the project in a timely manner;
- d. Serve as the Village's liaison with the Contractor, public/private utilities, various jurisdictional agencies, and the general public;
- e. Documentation of quantities, quality assurance, arranging for materials testing, and other documentation as may be required by IDOT/STP Standards;
- f. Daily review and inspection of traffic control items and erosion control plans implementation/maintenance;
- g. Alert the Contractor's field superintendent when un-approved materials or equipment are being used and advise the Village of such occurrences;
- h. Meet the requirements of Public Act 96-1416 to include certification of the site of origin and ensuring that all construction debris taken from the site is monitored by a photo-ionization detector (PID) for volatile chemicals, as necessary;
- i. Review and provide recommendations to the Village concerning applications for payment by the Contractor and change order requests;
- j. Upon substantial completion, inspect the improvements and develop and monitor completion of the final punch-list;
- k. Coordinate the contractor's completion and submittal of a complete set of record drawings including rim/invert of structures, pipe length, material, and slope;
- l. Track project costs;
- m. Monitor and inform the Village Engineer of any change to the construction Contractor's scope of work to support the "Village of Hinsdale Infrastructure Change Order Policy" dated September 2012 including:
  - i. Notify Village Engineering of change orders prior to their execution. Construction cannot be conducted on that change until approval is received from the Village Manager or Trustee(s);

- ii. Provide a weekly update to the Village Engineer for change orders; and,
    - iii. Review, approve and forward change order documentation to the Village Engineer in a timely manner.
  - n. Provide a pre-construction video of the construction site and adjacent property features;
  - o. Assist the Village with resident notifications as required; and,
  - p. Coordinate with Village Public Services for utility conflicts, main breaks, water main filling/flushing, interim record drawings, etc., as necessary.
19. Rempe-Sharpe will inform the Village of Hinsdale of any changes to the scope of the Engineering Services Contract in a timely manner prior to the execution of the action/activity. Rempe-Sharpe understands changes must be approved by the Village Manager or Trustee(s) prior to the services being provided.
20. Rempe-Sharpe will provide the Village of Hinsdale a copy of:
- a. Final construction documents (AutoCAD format for plans and Word format for Specifications);
  - b. Record Drawings (AutoCAD format for plans and Word format for Specifications); including as-built rim, invert, and dimensions for all constructed gravity sewers;
  - c. Project Files (job boxes) at the completion of the project.

## **PROJECT SCHEDULE**

Rempe-Sharpe is aware that the Village's intent is to design this project in 2020 and construct this project in 2021.

Accordingly, Rempe-Sharpe:

1. Will develop bid documents December, 2020 and permit the project in December 2020.
2. Construction to begin April 1, 2021.
3. Recognizes construction will end no later than October 15, 2021.

**Our fee for Outside Consultant Coordination, Design Engineering Services, Pre-final and Final Plans, and Construction Phase Resident Engineering Scope as itemized above shall be hourly:**

<b>Survey/Base Sheets .....</b>	<b>\$ 7,774.00</b>
<b>Design Engineering and Permits.....</b>	<b>\$ 42,818.00</b>
<b>Bidding.....</b>	<b>\$ 4,688.00</b>
<b>Construction/Resident Engineering Services.....</b>	<b>\$ 63,744.00</b>
<b>AsBuilts/Final Paper Work.....</b>	<b>\$ 2,680.00</b>
<b>Testing and Televising (by sub-consultant) .....</b>	<b><u>\$ 6,044.00</u></b>

**TOTAL PROJECT NOT TO EXCEED ENGINEERING BUDGET..... \$ 127,748.00**

**B. EXCLUSIONS**

The scope and fee itemized excludes detailed line and grade staking (to be provided by Contractor), test of soil borings for heavy metals or volatile contamination, design of replacement of lawn sprinkler systems placed in public R.O.W., and all replacement E. Eighth Street is HMA bituminous paving.

**C. ADDITIONAL SERVICES**

Owner shall pay Engineer for any Additional Services rendered under this Agreement as follows:

- For additional services which are performed by the Engineer and his Staff, the Owner shall pay the Engineer at the Engineer's Hourly Rates and Expense Charges as stipulated in EXHIBIT "A" attached to this Agreement. Full payment shall be due and payable upon receipt of a detailed statement from the Engineer.
- For additional services which are not normally performed by the Engineer and are subcontracted to other parties, the Engineer shall be paid all his actual costs and expenses. Full payment shall be due and payable upon receipt of a detailed statement from the Engineer.

**D. DEFINITION OF DIRECT PROJECT EXPENSES**

Direct Project Expenses shall mean the actual expenses incurred by the Engineer directly or indirectly in connection with the Project for subsistence and transportation costs, postage, reproduction of reports, Drawings, Specifications and similar project related documents, and construction staking supplies.

#### **E. PERIOD OF SERVICE**

Rempe-Sharpe has provided the following proposed schedule for design and construction of the project which identifies key milestone dates as noted:

- a. Construction Documents & Permitting; August, 2020 – December, 2020
- b. Construction Bidding; January, 2021
- c. Review and Approval by Board of Trustees; February, 2021
- d. Construction Begins no sooner than April 1, 2021
- e. Construction Ends; October 15, 2021

#### **F. OWNER'S RESPONSIBILITIES**

The Village of Hinsdale shall make available to the consulting engineer such atlases, plans, specifications and details that are available and germane to the project. This include a Village Wide Environmental Record Search dated April 2013 by Huff & Huff/EDR to facilitate identification of locations where CCDD disposal may be of concern.

Village of Hinsdale shall furnish to the Engineer, as required for performance of Engineer's Basic Construction Phase Services, data prepared by services of others including without limitation borings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, material and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys. All of which Engineer shall rely upon to complete the construction phase scope.

Arrange for access to and make all provisions for the Engineer to enter upon public and private property as required for the Engineer to perform his construction phase services.

Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the Engineer, and render decisions pertaining thereto within a reasonable time so as not to delay the services of the Engineer as construction of the 2018 Street Reconstruction Project progresses.

Designate a person to act as the Owner's Representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the Owner's policies and decision with respect to materials, equipment, elements and systems pertinent to the Engineer's services. (It is the understanding of the Engineer that Mr. Dan Deeter, P.E. shall act as the Village of Hinsdale's representatives on this project.)

Give prompt written notice to the Engineer whenever the Owner observes or otherwise becomes aware of any development that affects the scope or timing of the Engineer's services.

Furnish, or direct the Engineer to provide, necessary Additional Services as stipulated in this Agreement or other services as required.

Require the construction contractor(s) who implement Engineer's designs, drawings and specifications to name the Engineer as additional insured while construction work is in progress.

## **G. TERMINATION**

This Agreement may be terminated by Owner at its sole discretion upon thirty (30) days written notice. In addition, the Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. In the event of termination hereunder, Engineer shall be paid for all services actually performed to the date of termination.

## **H. GENERAL CONSIDERATIONS**

### **1. REUSE OF DOCUMENTS**

All documents including Inspector Daily Reports, Shop Drawings, Materials Testing Reports and miscellaneous construction phase documents prepared by Engineer pursuant to this Agreement are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by Owner or others on extension of the Project or on any other project. Any reuse without written verification or adaptation by Engineer for the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Engineer; and Owner shall indemnify and hold harmless Engineer from all claims, damages, losses and expenses including attorney's fees arising or resulting therefrom. Any such verification or adaptation will entitle Engineer to further compensation at rates to be agreed upon by Owner and Engineer.

### **2. CONTROLLING LAW**

This Agreement is to be governed by applicable laws of the State of Illinois.

### **3. SUCCESSORS AND ASSIGNS**

Owner and Engineer each bind himself and his partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.

Village of Hinsdale  
Attn: Mr. Dan Deeter, P.E.

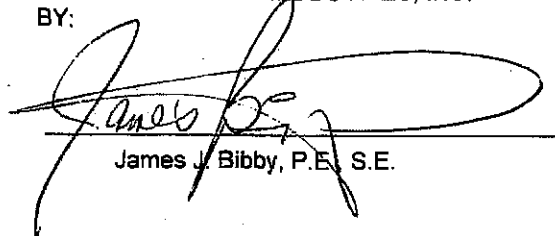
E. Eighth Street Reconstruction Project  
August 3, 2020  
Page 11 of 12

Neither Owner nor Engineer shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except as stated above and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assigner from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Engineer from employing such independent consultants, associates and subcontractors as he may deem appropriate to assist him in the performance of services hereunder. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Owner and Engineer.

If this engineering proposal meets with your approval, please sign in the space provided and return a signed copy to us. This proposal is open to acceptance until September 17, 2020.

Very truly yours,

REMPE-SHARPE & ASSOCIATES, INC.  
BY:



James J. Bibby, P.E., S.E.

This proposal from Rempe-Sharpe & Associates, Inc. setting forth certain Design and Construction Phase Engineering Services and Fees relative to the Hinsdale E. Eighth Street Reconstruction Project is hereby accepted and Rempe-Sharpe is authorized to proceed with design services.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2020

By: \_\_\_\_\_  
Mr. Dan Deeter, P.E.      Date

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

**EXHIBIT "A"**  
**SCHEDULE OF ENGINEERING SERVICE CHARGES BY**  
**REMPE-SHARPE & ASSOCIATES, INC.**

**EFFECTIVE TIME PERIOD FOR THIS SCHEDULE:**  
**JANUARY 1, 2020 TO DECEMBER 31, 2020**

**A-1 SCHEDULE OF ENGINEER'S HOURLY RATE CHARGES**

<u>EMPLOYEE CLASSIFICATION</u>	<u>MAXIMUM HOURLY RATE</u>
PRINCIPAL ENGINEER .....	\$145.50/HR
SENIOR PROJECT ENGINEER .....	\$118.00/HR
PROJECT ENGINEER .....	\$114.00/HR
DESIGN OR CONSTRUCTION ENGINEER (GRADE 1) .....	\$108.00/HR
DESIGN OR CONSTRUCTION ENGINEER (GRADE 2) .....	\$92.00/HR
SENIOR TRAFFIC ENGINEER .....	\$96.00/HR
DESIGN TECHNICIAN (GRADE 1) .....	\$92.00/HR
DESIGN TECHNICIAN (GRADE 2) .....	\$75.00/HR
CADD DRAFTING TECHNICIAN (GRADE 1) .....	\$79.00/HR
DRAFTING TECHNICIAN (GRADE 2) .....	\$64.00/HR
DRAFTING TECHNICIAN (GRADE 3) .....	\$49.00/HR
SURVEYING PARTY CHIEF .....	\$86.00/HR
SURVEYING TECHNICIAN (GRADE 1) .....	\$70.00/HR
SURVEYING TECHNICIAN (GRADE 2) .....	\$49.00/HR
CONSTRUCTION INSPECTOR (GRADE 1) .....	\$88.00/HR
CONSTRUCTION INSPECTOR (GRADE 2) .....	\$75.00/HR
CONSTRUCTION TECHNICIAN .....	\$60.00/HR
ADMINISTRATIVE ASSISTANT .....	\$67.00/HR
CLERK TYPIST .....	\$52.00/HR

**A-2 COMPENSATION FOR DIRECT PROJECT REIMBURSABLE COSTS**

THE ENGINEER SHALL BE REIMBURSED AT HIS ACTUAL COST FOR ALL EXPENSES AND/OR COSTS INCURRED DIRECTLY OR INDIRECTLY IN CONNECTION WITH THIS PROJECT, SUCH AS PRINTING, TRAVEL, STAKING SUPPLIES, ETC.

THE ENGINEER'S REIMBURSEMENT FOR TRAVEL EXPENSES SHALL BE IRS STANDARD PER MILE OF TRAVEL.

**A-3 COMPENSATION FOR SUB-CONTRACTED SERVICES**

THE ENGINEER SHALL BE REIMBURSED FOR ALL COSTS AND EXPENSES INCURRED BY THE ENGINEER FOR ALL SERVICES NOT NORMALLY PERFORMED BY THE ENGINEER WHICH ARE SUB-CONTRACTED TO OTHER PARTIES WITH THE OWNER'S APPROVAL.

**Rempe-Sharpe & Associates, Inc.**  
**Civil Engineering • Structural Engineering**  
**Surveying Services • Design & Construction**



Preliminary and Final Design and Construction Inspection (Phase I, II, and III)  
2020 Maintenance Project  
Village of Hinsdale  
By: Rempa-Sharp Associates, Inc.

6/25/2020

		JB Principal Engineer \$142.00	EJ Project Engineer \$111.00	SG Construction Inspector \$88.00	LV CADD Technician I \$63.00	TURR Survey Crew \$132.00	MNB Clerk/Typist \$51.00	Expenses (Mileage)	QJA	Miscellaneous	TOTAL
		HRS	\$	HRS	\$	HRS	\$				
<b>1 SURVEY</b>											
Survey - ADA Ramps, Approximately 32 Ramps & Intersections			2	\$222.00		8	\$1,056.00				\$1,278.00
Survey - East Eighth Street See Note 3			9	\$999.00		8	\$984.00	\$150.00			\$1,494.00
<b>SUBTOTAL HOURS - SURVEY</b>			11	\$1,221.00		16	\$2,040.00				
<b>2 DESIGN ENGINEERING</b>											
Cover Sheet (1)			1	\$111.00		4	\$332.00				\$443.00
Construction Notes (1)			2	\$222.00		4	\$332.00				\$554.00
Typical Sections (1)			4	\$444.00		16	\$1,328.00				\$1,772.00
East Eighth Street (6)			40	\$4,440.00		60	\$3,792.00				\$8,232.00
Alignment Benchmark (1)			1	\$111.00		8	\$568.00				\$679.00
Schedule of Quantities (1)			24	\$2,664.00	8	\$688.00	8	\$408.00			\$3,760.00
Staging Plan (1)			8	\$888.00		16	\$1,328.00				\$2,216.00
Erosion Control Plan (3)			8	\$888.00		16	\$1,328.00				\$2,216.00
Watermain Plans (2)			20	\$2,220.00		24	\$1,584.00				\$3,804.00
Soil Boring Plan (1)			2	\$222.00		8	\$568.00				\$790.00
ADA Ramp Intersection Plans Ramps, 5 Intersections (2)	32		12	\$1,332.00		40	\$2,520.00				\$3,852.00
Details (3)			4	\$444.00		8	\$568.00				\$1,012.00
Cross Sections 41 Drives, Sections (8)	50 FT		20	\$2,220.00		40	\$2,520.00				\$4,740.00
Tree Protection Plan (1)			4	\$444.00		8	\$568.00				\$1,012.00
Specifications			8	\$888.00		4	\$332.00				\$1,220.00
<b>SUBTOTAL HOURS - DESIGN ENGINEERING - CADD</b>			159	\$17,538.00	8	\$688.00	284	\$23,572.00			\$42,818.00
<b>3 BIDDING SERVICES</b>											
Preparation and Distribution of Bid/Construction Documents			18	\$1,778.00	4	\$332.00	4	\$332.00			\$2,442.00
Verification of Bid Prices			2	\$222.00							\$222.00
Contractor Recommendations					2	\$172.00					\$172.00
Attendance at Bid Opening			2	\$222.00	2	\$172.00					\$394.00
Bid Tabulation					2	\$172.00					\$172.00
Verification of Bid Documents			1	\$111.00							\$111.00
<b>SUBTOTAL HOURS - BIDDING SERVICES</b>			23	\$2,503.00	8	\$688.00	4	\$332.00			\$3,523.00
<b>4 RESIDENT ENGINEER SERVICES</b>											
Attendance at Project, PreConstruction, and Weekly Construction Meetings			20	\$2,220.00	20	\$1,720.00					\$3,940.00
On-Site Observation of Contractor's Operations to ensure Conformance with Contract Documents			60	\$6,660.00	400	\$34,400.00				\$200.00	\$41,460.00
Maintain Project Diary and Provide Weekly Progress Report. 90 Cal. Days, 64 WD - 64*9=576 Advise the Village of any changes or impact to project completion.					20	\$1,720.00					\$1,720.00
Serve as Liaison with the Contractor, Public and Private Utilities, Jurisdictional Agencies and the General Public.					20	\$1,720.00					\$1,720.00
Documentation of Pay Quantities, QA, Arranging for Materials Testing, QC, CADD Documents					30	\$2,580.00					\$2,580.00
Daily Review and Inspection of Traffic Control Plans and Erosion Control Plan Implementation/Maintenance.					20	\$1,720.00					\$1,720.00
Meet requirements of Public Act 09-1418 regarding Construction Debris.					2	\$172.00					\$172.00
Review and Provide Recommendations for Pay Applications and Change Order Requests.					14	\$1,204.00					\$1,204.00
Upon Substantial Completion, Inspect Improvements, Develop and Monitor Completion of Punch List.					8	\$688.00					\$688.00
Coordinate with Contractor to Provide a complete set of Record Drawings, including refinement of structures, pipe length, material and slope.					1	\$68.00					\$68.00
Track Project Costs.			8	\$888.00	8	\$688.00					\$1,576.00
Ensure a Pre-construction Video of the site is created.					4	\$332.00					\$332.00
Assist the Village with Resident Notifications.					4	\$332.00					\$332.00
Coordinate with the Village for Utility Conflicts, Main Streets, Watermain Piling/Pushing, etc. as necessary.					8	\$688.00					\$688.00
Rebuild Item's Documentation			40	\$4,440.00							\$4,440.00
<b>SUBTOTAL HOURS - RESIDENT ENGINEER SERVICES</b>			128	\$14,208.00	599	\$51,800.00	5	\$332.00			\$66,340.00
<b>5 AS BUILT/FINAL PAPERWORK</b>											
Final Construction Documents					4	\$332.00					\$332.00
Record Drawings, including as built rim, invert, and dimension for all constructed gravity sewers.					4	\$332.00	8	\$1,056.00			\$1,388.00
Project Close (Job Book)					2	\$172.00					\$172.00
<b>SUBTOTAL HOURS - AS BUILT/FINAL PAPERWORK</b>					10	\$804.00	8	\$1,056.00			\$1,860.00
<b>6 QUALITY ASSURANCE</b>											
Soils Report (Rubino) See Note 1			4	\$444.00							\$444.00
Materials Testing Q.A. (Rubino) See Note 2											\$4,000.00
<b>SUBTOTAL HOURS - QUALITY ASSURANCE</b>			4	\$444.00							\$444.00
<b>TOTAL</b>			311	\$35,409.00	587	\$50,482.00	295	\$25,232.00	13	\$7,788.00	\$118,911.00

Notes:

- 1 Testing will include: Ten Road Cores, at least 4 feet deep, Witnessed by Rempa-Sharp
- 2 Materials Testing will include 20% Quality Assurance Testing (Q.C. by Contractor)
- 3 Topo to include all Sidewalks, Driveways, Curbs, Trees, and Monuments. An overlap of 25+ feet Beyond Right of Way. Existing Structures will be measured and evaluated.

**IN SUBMITTING THIS PROPOSAL THE CONSULTANT CERTIFIES THAT:**

1. The cost of services in this proposal has been arrived at independently, without consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other consultant or with any competitor;
2. this proposal has not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; and,
3. has not directly or indirectly induced or solicited any other bidder to submit a false or sham proposal; has not solicited or induced any person, firm or corporation to provide a proposal or refrain from providing a proposal; and has not sought by collusion to obtain for itself any advantage over any other bidder or over the Village.

Signed and sworn this 14<sup>th</sup> day of July, 2020.

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

(Signature)

By: James Bibby, P.E., S.E.  
(Printed Name)

d/b/a Rempe-Sharpe & Associates

Business Address: 324 W. State Street

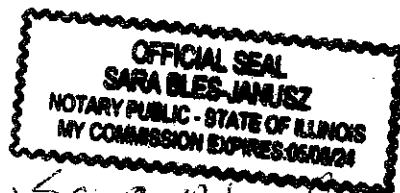
Business Phone #: 630-232-0827

Cell Phone #: 630-846-0827

E-Mail Address: jbibby@rsaengr.com

Subscribed and sworn before me  
this 14 day of July, 2020

Notary Public:



*Sara Bles-Janusz*

**Engineering Consultant Evaluation  
2021 Eighth Street Reconstruction  
Hinsdale, IL**

Proposals Due: 07/17/20

	Benes	Primera	HR Green	Baxter & Woodman	Rempe-Sharpe	GSG Consultants
Street Improvements	YES	YES	YES	YES	YES	YES
Water main replacement	N/A	N/A	N/A	N/A	N/A	N/A
Sanitary sewer rehab./replacement	N/A	N/A	N/A	N/A	N/A	N/A
Storm sewer construction	N/A	N/A	N/A	N/A	N/A	N/A
Design Engineering Phase	YES	YES	YES	YES	YES	YES
Stormwater analysis	N/A	N/A	N/A	N/A	N/A	N/A
Topographical survey	YES	YES	YES	YES	YES	YES
NAVD 88 vertical datum	YES	YES	YES	YES	YES	YES
Illinois state plane, East Zone (NAD 83) coordinate system	YES	YES	YES	YES	YES	YES
Identify existing storm & sanitary services	N/A	N/A	N/A	N/A	N/A	N/A
Clean and televise sanitary sewers	N/A	N/A	N/A	N/A	N/A	N/A
Soil borings	YES	YES	YES	YES	YES	YES
CCDD issue identification	YES	YES	YES	YES	YES	YES
Final design & specifications	YES	YES	YES	YES	YES	YES
IDOT standard	YES	YES	YES	YES	YES	YES
IDOT BLRS Manual	YES	YES	YES	YES	YES	YES
IEPA policies	YES	YES	YES	YES	YES	YES
Local standards	YES	YES	YES	YES	YES	YES
ADA compatible sidewalks	YES	YES	YES	YES	YES	YES
Plan reviews	YES	YES	YES	YES	YES	YES
Engineer's Opinion of Probable Cost	YES	YES	YES	YES	YES	YES
Final construction documents (Autocad)	YES	YES	YES	YES	YES	YES
Bid/Contract document preparation	YES	YES	YES	YES	YES	YES
Manage permitting process	YES	YES	YES	YES	YES	YES
IDOT	YES	YES	YES	YES	YES	YES
Flagg Creek WRD	N/A	N/A	N/A	N/A	N/A	N/A
Illinois EPA	YES	YES	YES	YES	YES	YES
Water main permit	N/A	N/A	N/A	N/A	N/A	N/A
Sanitary sewer permit	N/A	N/A	N/A	N/A	N/A	N/A
NPDES Permit	YES	YES	YES	YES	YES	YES
Managing the bidding process	YES	YES	YES	YES	YES	YES
Meetings	YES	YES	YES	YES	YES	YES
Phase III (Construction Observation)	YES	YES	YES	YES	YES	YES
Pre-construction conference	YES	YES	YES	YES	YES	YES
Construction observation	YES	YES	YES	YES	YES	YES
Estimated working days	YES	YES	YES	YES	YES	YES
Inspector's daily reports	YES	YES	YES	YES	YES	YES
Measure/document contract quantities	YES	YES	YES	YES	YES	YES
Review traffic control	YES	YES	YES	YES	YES	YES
Review erosion/sediment control	YES	YES	YES	YES	YES	YES
Complete payment estimates	YES	YES	YES	YES	YES	YES
Complete change orders	YES	YES	YES	YES	YES	YES
Construction meetings	YES	YES	YES	YES	YES	YES
Weekly reports	YES	YES	YES	YES	YES	YES
Material Testing (QA)	YES	YES	YES	YES	YES	YES
Record Drawings Management	YES	YES	YES	YES	YES	YES
Administration/Coordination	YES	YES	YES	YES	YES	YES
Project close out	YES	YES	YES	YES	YES	YES
Record drawings (autocad)	YES	YES	YES	YES	YES	YES
Project files (job boxes)	YES	YES	YES	YES	YES	YES
Consulting Firm complies with	YES	YES	YES	YES	YES	YES
Illinois Fair Employment Practices Commission's Rules and Regulations	YES	YES	YES	YES	YES	YES
Americans with Disabilities Act of 1990	YES	YES	YES	YES	YES	YES
Public Act 87-1257 regarding sexual harassment	YES	YES	YES	YES	YES	YES
OSHA rules and regulations	YES	YES	YES	YES	YES	YES
Federal Drug Free Work Place Act	YES	YES	YES	YES	YES	YES

2021 Eighth Street Reconstruction  
Engineering Consultant Services  
Proposals delivered prior to 07/17/20

	James J. Benes & Assoc.		Primera		HR Green		Baxter & Woodman		Rempe-Sharpe		GSG Consultants, Inc.	
Item	Man Hours	Cost	Man Hours	Cost	Man Hours	Cost	Man Hours	Cost	Man Hours	Cost	Man Hours	Cost
<b>Phase I Preliminary Engineering</b>	541	\$ 54,910					20	\$ 2,510				
<b>Topographic Survey</b>	98	\$ 8,618		\$ 8,300	90	\$ 14,000	64	\$ 7,940	62	\$ 7,774	5	\$ 8,000
<b>Roadway Phase I/II Design &amp; Contract Plan Preparation</b>	346	\$ 33,477										
Roadway Design & Contract Plan Prep			593	\$ 63,220	440	\$ 45,475	373	\$ 36,000	470	\$ 42,818	132	\$ 14,185
Meetings, Coord., Admin., & QC/QA			40	\$ 5,000	42	\$ 6,025	42	\$ 7,050				
Geotechnical Borings & CCDD Analysis (10 borings) - Garfield				\$ 5,230		\$ 6,050	21	\$ 7,540	4	\$ 2,044		\$ 12,490
Bidding & Contract Administration			32	\$ 3,600			16	\$ 2,190	50	\$ 4,688		
Direct Costs				\$ 1,000		\$ 1,830						
<b>Sub-Total</b>	<b>985</b>	<b>\$ 97,005</b>	<b>665</b>	<b>\$ 86,350</b>	<b>572</b>	<b>\$ 73,380</b>	<b>536</b>	<b>\$ 63,230</b>	<b>586</b>	<b>\$ 57,324</b>	<b>137</b>	<b>\$ 34,675</b>
<b>Construction Observation</b>												
Construction Observation Engineering	824	\$ 70,431	710	\$ 75,750	714	\$ 82,265	632	\$ 70,610	694	\$ 63,744	268	\$ 26,450
Construction Observation Surveying	16	\$ 1,344										
Materials Testing & Televising	16	\$ 11,483		\$ 6,965		\$ 3,000		\$ 6,000	4	\$ 4,000		\$ 2,770
Record Drawings	48	\$ 3,985							26	\$ 2,680	24	\$ 2,280
Direct Costs				\$ 3,600		\$ 2,655						
<b>Subtotal</b>	<b>904</b>	<b>\$ 87,243</b>	<b>710</b>	<b>\$ 86,315</b>	<b>714</b>	<b>\$ 87,920</b>	<b>632</b>	<b>\$ 76,610</b>	<b>724</b>	<b>\$ 70,424</b>	<b>292</b>	<b>\$ 31,500</b>
Miscellaneous												
<b>Total</b>	<b>1889</b>	<b>\$ 184,248</b>	<b>1375</b>	<b>\$ 172,665</b>	<b>1286</b>	<b>\$ 161,300</b>	<b>1168</b>	<b>\$ 139,840</b>	<b>1310</b>	<b>\$ 127,748</b>	<b>429</b>	<b>\$ 66,175</b>



**REQUEST FOR BOARD ACTION**

Police Department

**AGENDA SECTION:** First Read - ZPS  
**SUBJECT:** Replacement of patrol vehicle #42  
**MEETING DATE:** November 3, 2020  
**FROM:** Thomas Lillie, Deputy Chief of Police

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**Recommended Motion**

Approve the purchase of one (1) new Police patrol fleet vehicle in the amount of \$36,573

**Background**

Squad #42 was a 2018 with 30,861 miles. This vehicle was involved in a crash on September 17, 2020 and was deemed a total loss due to extensive front end damage.

**Discussion & Recommendation**

Based on IRMA's assessment of patrol squad #42, staff is requesting the replacement and purchase of a new patrol fleet vehicle in the amount requested above. Had squad #42 not been involved in a crash, it would have been replaced in the 2021 or 2022 timeframe. IRMA will be responsible for salvaging the vehicle and staff will not send this vehicle to surplus for auction.

**Budget Impact**

Funds in the amount of \$21,950 have been approved for settlement through IRMA. There are sufficient funds in the Capital Improvement Account to cover the remaining balance of \$14,623.

**Village Board and/or Committee Action**

N/A

**Documents Attached**

None

**REQUEST FOR BOARD ACTION**  
**Finance****AGENDA SECTION:** Consent – ACA**SUBJECT:** Accounts Payable-Warrant #1728**MEETING DATE:** November 3, 2020**FROM:** Darrell Langlois, Finance Director *DL*

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**Recommended Motion**

Approve payment of the accounts payable for the period of October 19, 2020 through October 30, 2020 in the aggregate amount of \$812,850.60 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 #1728 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 #1728

**VILLAGE OF HINSDALE**

**ACCOUNTS PAYABLE WARRANT REGISTER #1728**

**FOR PERIOD October 19, 2020 through October 30, 2020**

The attached Warrant Summary by Fund and Warrant Register listing TOTAL DISBURSEMENTS FOR ALL FUNDS of \$812,850.60 reviewed and approved by the below named officials.

APPROVED BY  DATE 10/29/20  
VILLAGE TREASURER/FINANCE DIRECTOR

APPROVED BY \_\_\_\_\_ DATE \_\_\_\_\_  
VILLAGE MANAGER

APPROVED BY \_\_\_\_\_ DATE \_\_\_\_\_  
VILLAGE TRUSTEE

**Village of Hinsdale**  
**Schedule of Bank Wire Transfers and ACH Payments**  
**1728**

Date	Description	Vendor Name	Amount
<b>Electronic Federal Tax Payment Systems</b>			
10/30/2020	Village Payroll #22 - Calendar 2020	FWH/FICA/Medicare	\$ 95,530.27
10/30/2020	2020 Longevity	FWH/FICA/Medicare	\$ 3,458.56
<b>Illinois Department of Revenue</b>			
10/30/2020	Village Payroll #22 - Calendar 2020	State Tax Withholding	\$ 19,827.56
10/30/2020	2020 Longevity	State Tax Withholding	\$ 1,199.40
<b>ICMA - 457 Plans</b>			
10/30/2020	Village Payroll #22 - Calendar 2020	Employee Withholding	\$ 19,479.95
<b>HSA PLAN CONTRIBUTION</b>			
10/30/2020	Village Payroll #22 - Calendar 2020	Employer/Employee Withholding	-
<b>Intergovernmental Personnel Benefit Cooperative</b>			
		Employee Insurance	\$ -
<b>Illinois Municipal Retirement Fund</b>			
		Employer/Employee	\$ 74,130.58
<b>Total Bank Wire Transfers and ACH Payments</b>			<u><u>\$ 213,626.32</u></u>



**Village of Hinsdale**  
**#1728**  
**Summary By Fund**

Recap By Fund	Fund	Regular Checks	ACH/Wire Transfers	Total
General Fund	100	440,899.96		440,899.96
Capital Project Fund	400	1,787.50	-	1,787.50
Water & Sewer Operations	600	5,130.77	-	5,130.77
Water & Sewer Capital	620	1,100.00	-	1,100.00
Escrow Funds	720	146,334.00	-	146,334.00
Payroll Revolving Fund	740	3,972.05	213,626.32	217,598.37
<b>Total</b>		<b>599,224.28</b>	<b>213,626.32</b>	<b>812,850.60</b>



## Warrant Register 1728

Invoice	Description	Invoice/Amount
<b>AMERICAN EXPRESS</b>		
8-03003-101120	SEPT20 MISC CHARGES	49.95
8-03003-101120	SEPT20 MISC CHARGES	0.99
8-03003-101120	SEPT20 MISC CHARGES	-0.51
Check Date 10/21/2020 Total For Check # 107388		50.43
<b>AT &amp; T</b>		
63032338639258	VEECK PARK-WP 10-13/11-12-20	322.50
Check Date 10/21/2020 Total For Check # 107389		322.50
<b>BMO HARRIS BANK N.A. PYMT</b>		
SEPT2020	SEPT20 MISC CHARGES	104.85
SEPT2020	SEPT20 MISC CHARGES	44.98
SEPT2020	SEPT20 MISC CHARGES	237.84
SEPT2020	SEPT20 MISC CHARGES	20.00
SEPT2020	SEPT20 MISC CHARGES	143.96
SEPT2020	SEPT20 MISC CHARGES	39.99
SEPT2020	SEPT20 MISC CHARGES	13.98
SEPT2020	SEPT20 MISC CHARGES	31.74
SEPT2020	SEPT20 MISC CHARGES	52.12
SEPT2020	SEPT20 MISC CHARGES	130.50
SEPT2020	SEPT20 MISC CHARGES	44.96
SEPT2020	SEPT20 MISC CHARGES	17.99
SEPT2020	SEPT20 MISC CHARGES	113.99
SEPT2020	SEPT20 MISC CHARGES	0.99
SEPT2020	SEPT20 MISC CHARGES	9.99
SEPT2020	SEPT20 MISC CHARGES	140.00
SEPT2020	SEPT20 MISC CHARGES	5.00
SEPT2020	SEPT20 MISC CHARGES	219.50
SEPT2020	SEPT20 MISC CHARGES	15.96
SEPT2020	SEPT20 MISC CHARGES	12.00
SEPT2020	SEPT20 MISC CHARGES	19.49
SEPT2020	SEPT20 MISC CHARGES	29.51
SEPT2020	SEPT20 MISC CHARGES	140.45
SEPT2020	SEPT20 MISC CHARGES	39.99
SEPT2020	SEPT20 MISC CHARGES	88.36
SEPT2020	SEPT20 MISC CHARGES	14.99
SEPT2020	SEPT20 MISC CHARGES	17.98
SEPT2020	SEPT20 MISC CHARGES	36.46



## Warrant Register 1728

Invoice	Description	Invoice/Amount
SEPT2020	SEPT20 MISC CHARGES	13.75
SEPT2020	SEPT20 MISC CHARGES	15.52
SEPT2020	SEPT20 MISC CHARGES	110.16
SEPT2020	SEPT20 MISC CHARGES	41.93
SEPT2020	SEPT20 MISC CHARGES	21.86
SEPT2020	SEPT20 MISC CHARGES	21.95
SEPT2020	SEPT20 MISC CHARGES	164.94
SEPT2020	SEPT20 MISC CHARGES	73.86
SEPT2020	SEPT20 MISC CHARGES	130.15
SEPT2020	SEPT20 MISC CHARGES	287.68
SEPT2020	SEPT20 MISC CHARGES	41.00
SEPT2020	SEPT20 MISC CHARGES	150.12
SEPT2020	SEPT20 MISC CHARGES	26.30
SEPT2020	SEPT20 MISC CHARGES	34.46
SEPT2020	SEPT20 MISC CHARGES	43.18
SEPT2020	SEPT20 MISC CHARGES	-34.46
SEPT2020	SEPT20 MISC CHARGES	140.00
SEPT2020	SEPT20 MISC CHARGES	24.04
Check Date 10/21/2020 Total For Check # 107390		3,094.01
CALL ONE		
333696	SEPT20 PHONE CHARGES	305.06
333696	SEPT20 PHONE CHARGES	178.91
333696	SEPT20 PHONE CHARGES	216.35
333696	SEPT20 PHONE CHARGES	135.39
333696	SEPT20 PHONE CHARGES	156.53
333696	SEPT20 PHONE CHARGES	135.25
Check Date 10/21/2020 Total For Check # 107391		1,127.49
COMCAST		
8771201110009242	POLICE/FIRE 10/16 TO 11/15	69.60
8771201110009242	POLICE/FIRE 10/16 TO 11/15	69.60
Check Date 10/21/2020 Total For Check # 107392		139.20
HOME DEPOT CREDIT SERVICE		
13364	MISC HARDWARE	10.84
13364	MISC HARDWARE	33.18
13364	MISC HARDWARE	389.63
13364	MISC HARDWARE	10.88
13364	MISC HARDWARE	199.70
13364	MISC HARDWARE	16.85



## Warrant Register 1728

Invoice	Description	Invoice/Amount
13364	MISC HARDWARE	18.98
13364	MISC HARDWARE	25.20
13364	MISC HARDWARE	314.03
13364	MISC HARDWARE	64.75
13364	MISC HARDWARE	348.00
13364	MISC HARDWARE	66.70
13364	MISC HARDWARE	-2.33
Check Date 10/21/2020 Total For Check # 107393		1,496.41
<b>TOSHIBA BUSINESS</b>		
5366339	7/1-9/30/20 COPIER MAINTENANCE	320.57
5366339	7/1-9/30/20 COPIER MAINTENANCE	137.39
5366339	7/1-9/30/20 COPIER MAINTENANCE	236.86
5366339	7/1-9/30/20 COPIER MAINTENANCE	326.58
5366339	7/1-9/30/20 COPIER MAINTENANCE	353.72
Check Date 10/21/2020 Total For Check # 107394		1,375.12
<b>ADR BULBS</b>		
20-65354	TULIP BULBS	3,120.00
Check Date 10/30/2020 Total For Check # 107395		3,120.00
<b>AEP ENERGY</b>		
3013129837-SEP20	STREET LIGHT 1653148050 SEPT20	7,983.70
Check Date 10/30/2020 Total For Check # 107396		7,983.70
<b>AIR ONE EQUIPMENT</b>		
161474	UNIFORM ALLOW	420.00
Check Date 10/30/2020 Total For Check # 107397		420.00
<b>ALEXANDER EQUIPMENT</b>		
170765	CHAINSAW SUPPLIES	388.40
Check Date 10/30/2020 Total For Check # 107398		388.40
<b>ANDRES MEDICAL BILLING LT</b>		
250013	SEPTEMBER 20 COLLECTIONS	1,448.56
Check Date 10/30/2020 Total For Check # 107399		1,448.56
<b>ASPEN CONSTRUCTION</b>		
25032	STMWR BD-415 N CLAY #25032	7,734.00
Check Date 10/30/2020 Total For Check # 107400		7,734.00
<b>ATHLETIC FIELD SUPPLY</b>		
17259	FIELD PAINT	2,085.00
Check Date 10/30/2020 Total For Check # 107401		2,085.00


**Warrant Register 1728**

Invoice	Description	Invoice/Amount
<b>AXON ENTERPRISES, INC</b>		
SI-1684747	TASER 7 INSTRUCTOR COURSE	495.00
	<b>Check Date 10/30/2020 Total For Check # 107402</b>	<b>495.00</b>
<b>B &amp; R REPAIR INC</b>		
W1077592	FRONT BRAKE PADS ENGINE #85	1,816.32
	<b>Check Date 10/30/2020 Total For Check # 107403</b>	<b>1,816.32</b>
<b>BAILEY, CAROL E</b>		
112	SEPT20 GENTLE YOGA	133.00
114	SEPT20 VINYASA	115.50
113	SEPT20 VIN YOGA	133.00
	<b>Check Date 10/30/2020 Total For Check # 107404</b>	<b>381.50</b>
<b>BANNERVILLE USA</b>		
29540	SHOP LOCAL HOLIDAY CAMPAIGN	1,740.00
29530	BANNERS FOR SPECIAL EVENTS	845.00
	<b>Check Date 10/30/2020 Total For Check # 107405</b>	<b>2,585.00</b>
<b>BENSON, ANNA</b>		
OCT2020	OCT2020 PETTY CASH	225.93
OCT2020	OCT2020 PETTY CASH	12.45
OCT2020	OCT2020 PETTY CASH	128.26
OCT2020	OCT2020 PETTY CASH	76.82
OCT2020	OCT2020 PETTY CASH	66.73
OCT2020	OCT2020 PETTY CASH	42.82
	<b>Check Date 10/30/2020 Total For Check # 107406</b>	<b>553.01</b>
<b>BRAVO SERVICES, INC</b>		
7	CONTRACT CLEANING VILL BUILDINGS VOB APPR 3/16/20	1,250.00
7	CONTRACT CLEANING VILL BUILDINGS VOB APPR 3/16/20	1,200.00
7	CONTRACT CLEANING VILL BUILDINGS VOB APPR 3/16/20	2,750.00
7	CONTRACT CLEANING VILL BUILDINGS VOB APPR 3/16/20	650.00
	<b>Check Date 10/30/2020 Total For Check # 107407</b>	<b>5,850.00</b>
<b>CENTRAL PARTS WAREHOUSE</b>		
609656A	SCHMIDT PLOW CUTTING EDGES	2,463.75
611038A	BACK GLASS RACK PROTECTOR-#94	178.29
	<b>Check Date 10/30/2020 Total For Check # 107408</b>	<b>2,642.04</b>



## Warrant Register 1728

Invoice	Description	Invoice/Amount
<b>CHICAGO PARTS &amp; SOUND LLC</b>		
2J0002544	UNIT 40	95.00
2J0002513	UNIT 44	95.00
Check Date 10/30/2020 Total For Check # 107409		190.00
<b>CINTAS CORPORATION 769</b>		
4064414296	MATS & TOWEL SERVICE	22.85
4064414296	MATS & TOWEL SERVICE	27.42
4064414296	MATS & TOWEL SERVICE	21.39
4064414296	MATS & TOWEL SERVICE	12.15
4064414296	MATS & TOWEL SERVICE	46.07
4064414296	MATS & TOWEL SERVICE	42.97
Check Date 10/30/2020 Total For Check # 107410		172.85
<b>CITY ELECTRIC SUPPLY-CES</b>		
169	POLES FOR LPR CAMERA'S	5,179.80
Check Date 10/30/2020 Total For Check # 107411		5,179.80
<b>CLARENDON HILLS PARK DIST</b>		
HINSDALE FALL 2020	FALL 2020 KID/TOT ROCK	240.00
Check Date 10/30/2020 Total For Check # 107412		240.00
<b>CLARK BAIRD SMITH LLP</b>		
13128	LEGAL-FILE/LABOR GENERAL #12929	5,435.00
13128	LEGAL-FILE/LABOR GENERAL #12929	3,825.00
Check Date 10/30/2020 Total For Check # 107413		9,260.00
<b>COEO SOLUTIONS</b>		
1041671	FIBERT INTERNET CONNECT 10/1-10/31/20	1,269.81
Check Date 10/30/2020 Total For Check # 107414		1,269.81
<b>COMED</b>		
0015093062	57TH STREET	112.16
0203017056	WARMING HOUSE/PADDLE HUT	156.81
0203065105	CHESTNUT PARKING	35.07
0381057101	CLOCK TOWER	25.23
0395122068	STREET LIGHTS	45.82
0417073048	314 SYMONDS DR	167.01
0471095066	FOUNTAIN	132.20
0499147045	BURLINGTON PARK	29.36
0639032045	ROBBINS PARK	32.11
0697168013	STREET LIGHTS	31.92



## Warrant Register 1728

Invoice	Description	Invoice/Amount
0795341007	YOUTH CENTER	32.25
1107024145	LANDSCAPE LIGHTS 650	26.96
1993023010	RADIO EQUIPMENT FD	74.06
2378029015	WASHINGTON	31.87
2425068008	VEECK PARK	1,085.05
3454039030	VEECK PARK-WP	484.49
6583006139	BURLINGTON PARK	45.29
7011157008	NS CBQ RR	28.75
7011378007	PIERCE PARK	970.50
7011481018	WALNUT STREET	25.93
7093551008	KLM LODGE 80/20	794.54
7093551008	KLM LODGE 80/20	198.63
8521083007	ROBBINS PARK	154.48
8521342001	TRAIN STATION	205.64
8605174005	BROOK PARK	67.21
8605437007	POOL	303.44
Check Date 10/30/2020 Total For Check # 107415		5,296.78
<b>COMED</b>		
8689206002	ELEANOR PARK	32.97
8689480008	STOUGH PARK	19.39
8689640004	BURNS FIELD	20.42
0427019145	CAMERA #989 TAFT RD	29.61
0825110049	PD CAMERA-440 E OGDEN	30.18
0651102260	PD CAMERA	29.09
7261620005	SAFETY TOWN	20.34
8521400008	WATER PLANT	34.91
Check Date 10/30/2020 Total For Check # 107416		216.91
<b>COMMUNICATIONS DIRECT</b>		
SR120861	REPAIRS FOR AC MONITOR PAGER	145.00
Check Date 10/30/2020 Total For Check # 107417		145.00
<b>COURTNEYS SAFETY LANE</b>		
3015808	SAFETY INSPECTIONS	40.50
3015808	SAFETY INSPECTIONS	40.50
3015808	SAFETY INSPECTIONS	40.50
Check Date 10/30/2020 Total For Check # 107418		121.50



## Warrant Register 1728

Invoice	Description	Invoice/Amount
<b>CROWNE INDUSTRIES LT</b>		
1097	FUEL TANK REMOVAL-VB APPR 2/18/20	127,310.35
	<b>Check Date 10/30/2020 Total For Check # 107419</b>	<b>127,310.35</b>
<b>CUMMINS NPOWER, LLC</b>		
F2-92634	PLANNED MAINTENANCE AGREEMENT-GENERATOR	395.24
F2-92634	PLANNED MAINTENANCE AGREEMENT-GENERATOR	395.23
F2-92634	PLANNED MAINTENANCE AGREEMENT-GENERATOR	594.46
F2-92634	PLANNED MAINTENANCE AGREEMENT-GENERATOR	1,643.76
	<b>Check Date 10/30/2020 Total For Check # 107420</b>	<b>3,028.69</b>
<b>CURRIE MOTORS</b>		
H13453	REPLACEMENT TRUCK-UNIT #65 BOARD APPROVED 3/3/20	49,201.00
	<b>Check Date 10/30/2020 Total For Check # 107421</b>	<b>49,201.00</b>
<b>DAVE SOLTWISCH PLUMBING</b>		
47771450J	SANITARY SERVICE	500.00
	<b>Check Date 10/30/2020 Total For Check # 107422</b>	<b>500.00</b>
<b>DOCU-SHRED, INC.</b>		
46642	DOCUMENT DESTRUCTION	80.00
	<b>Check Date 10/30/2020 Total For Check # 107423</b>	<b>80.00</b>
<b>DU-COMM</b>		
17308	FD 11/1/20 TO 1/31/21 VOB11-4-14	37,831.50
17350	FD BLDG LEASE FEE 11/1/20 TO 1/31/21	2,664.46
17377	8 STARCOM BATTERIES	951.92
	<b>Check Date 10/30/2020 Total For Check # 107424</b>	<b>41,447.88</b>
<b>DUDEK, RYAN</b>		
101220	MISC EXPENSES TRAINING	101.00
101220	MISC EXPENSES TRAINING	64.68
	<b>Check Date 10/30/2020 Total For Check # 107425</b>	<b>165.68</b>
<b>DUPAGE COUNTY RECORDER</b>		
R2020-105990	RECORDING FEES-SEPT20	44.00
	<b>Check Date 10/30/2020 Total For Check # 107426</b>	<b>44.00</b>
<b>FACTORY MOTOR PARTS CO</b>		
50-3070632	HEAT VALVE LEAKS #28 EXPLORER	25.97
	<b>Check Date 10/30/2020 Total For Check # 107427</b>	<b>25.97</b>





## Warrant Register 1728

Invoice	Description	Invoice/Amount
<b>FULLERS SERVICE CENTER IN</b>		
SEPT.PD.2020	SEPT 2020 PD WASHES	104.00
53932245792	VEHICLE REPAIRS	370.00
	<b>Check Date 10/30/2020 Total For Check # 107428</b>	<b>474.00</b>
<b>GIULIANOS PIZZA</b>		
ORDER 58	MAINBREAK OT 10/20/20	59.81
	<b>Check Date 10/30/2020 Total For Check # 107429</b>	<b>59.81</b>
<b>GO PAINTERS</b>		
201014-1	FIRE HYDRANT PAINTING PROGRAM	9,720.00
	<b>Check Date 10/30/2020 Total For Check # 107430</b>	<b>9,720.00</b>
<b>GOLDY LOCKS, INC</b>		
687292	DOOR REPLACEMENT	1,925.88
	<b>Check Date 10/30/2020 Total For Check # 107431</b>	<b>1,925.88</b>
<b>GOVTEMPS USA, LLC</b>		
3593297	MCLAUGHLIN HOURS 9/13,9/20	3,675.00
3593298	PARCH HOURS 9/13,9/20	2,793.00
3593299	D'ONOFRIO HOURS 9/20	637.00
	<b>Check Date 10/30/2020 Total For Check # 107432</b>	<b>7,105.00</b>
<b>GREEN GRASS, INC</b>		
25827	CONT BD-424 GLENDALE #25827	2,000.00
25853	CONT BD-624 S ADAMS \$25853	500.00
	<b>Check Date 10/30/2020 Total For Check # 107433</b>	<b>2,500.00</b>
<b>H21 GROUP</b>		
204174	BASKETBALL POSTS	2,528.00
	<b>Check Date 10/30/2020 Total For Check # 107434</b>	<b>2,528.00</b>
<b>HR GREEN INC</b>		
138561	8-15/9/18/20 REP SVC PARKING DECK	1,787.50
	<b>Check Date 10/30/2020 Total For Check # 107435</b>	<b>1,787.50</b>
<b>IL DEPARTMENT OF PUBLIC</b>		
87161	AMBULANCE EMS LICENSE	50.00
	<b>Check Date 10/30/2020 Total For Check # 107436</b>	<b>50.00</b>
<b>ILLCO, INC.</b>		
2511070	BOILER PARTS	52.39
2512259	BACKFLOW PREVENTER KLM	64.65
	<b>Check Date 10/30/2020 Total For Check # 107437</b>	<b>117.04</b>



## Warrant Register 1728

Invoice	Description	Invoice/Amount
<b>ILLINOIS TOLLWAY</b>		
G123000001584	IPASS TOLLS	13.60
	Check Date 10/30/2020 Total For Check # 107438	13.60
<b>INDUSTRIAL ELECTRIC SUPPLY</b>		
9324	2ND BNSF HIT POLE-BNSF WILL REFUND FULL AMOUNT	1,860.01
	Check Date 10/30/2020 Total For Check # 107439	1,860.01
<b>INTERNATIONAL EXTERMINATO</b>		
10-661	SEPT20-PEST CONTROL	273.00
	Check Date 10/30/2020 Total For Check # 107440	273.00
<b>IRISH CASTLE</b>		
25843	CONT BD-432 S BODIN #25843	500.00
25842	CONT BD-21 ORCHARD PLACE #25842	500.00
25805	CONT BD-5562 S OAK #25805	500.00
25755	CONT BD-106 S BRUNER #25755	500.00
	Check Date 10/30/2020 Total For Check # 107441	2,000.00
<b>J &amp; L ENGRAVING</b>		
2800	PASSPORT/RADIO TAGS	18.75
	Check Date 10/30/2020 Total For Check # 107442	18.75
<b>JEWEL OSCO PHARMACY #3003</b>		
3003	2020 FLU VACCINES	106.47
3003	2020 FLU VACCINES	114.90
3003	2020 FLU VACCINES	174.90
3003	2020 FLU VACCINES	250.79
3003	2020 FLU VACCINES	48.31
3003	2020 FLU VACCINES	27.55
3003	2020 FLU VACCINES	35.68
3003	2020 FLU VACCINES	24.89
3003	2020 FLU VACCINES	11.96
3003	2020 FLU VACCINES	52.44
3003	2020 FLU VACCINES	68.51
3003	2020 FLU VACCINES	24.84
3003	2020 FLU VACCINES	4.56
3003	2020 FLU VACCINES	29.20
	Check Date 10/30/2020 Total For Check # 107443	975.00



## Warrant Register 1728

Invoice	Description	Invoice/Amount
<b>JLD CONSULTING GROUP</b>		
12108	AUG2020 CONSULTING FEE	5,500.00
12109	SEPT2020 CONSULTING FEE	5,500.00
	Check Date 10/30/2020 Total For Check # 107444	11,000.00
<b>KACMARCIK, JOYCE</b>		
100967499	REIMBURSEMENT ICC EXAM	219.00
	Check Date 10/30/2020 Total For Check # 107445	219.00
<b>KASPERSKI, ERIC</b>		
102020	WATER FOR KLM BLDG	23.92
	Check Date 10/30/2020 Total For Check # 107446	23.92
<b>KENNA BUILDERS</b>		
24762	STMWR-420 E THIRD #24762	11,800.00
	Check Date 10/30/2020 Total For Check # 107447	11,800.00
<b>KLEIN, THORPE, JENKINS LTD</b>		
213366-213373	LEGAL FEES THRU 9/30/20	20,783.34
	Check Date 10/30/2020 Total For Check # 107448	20,783.34
<b>KROESCHELL SERVICE, INC</b>		
64630	INSTALL NEW MOTOR/FAN BLADE	324.00
	Check Date 10/30/2020 Total For Check # 107449	324.00
<b>M E SIMPSON CO INC</b>		
35787	FIRE HYDRANT FLOW, SECTIONS 10,14,16,19,20	9,917.00
	Check Date 10/30/2020 Total For Check # 107450	9,917.00
<b>MAC SPORTS GROUP</b>		
17158R1	SEPT20 TBALL SKYHAWKS	829.50
	Check Date 10/30/2020 Total For Check # 107451	829.50
<b>MANGANIELLO, JIM</b>		
OCTOBER2020	OCT20 METER READS	70.00
	Check Date 10/30/2020 Total For Check # 107452	70.00
<b>MICROSYSTEMS, INC.</b>		
083393	PAPERVISION SOFTWARE MAINT-CD DEPT	399.00
	Check Date 10/30/2020 Total For Check # 107453	399.00
<b>MIDCO</b>		
348183	BUILD ON TO PROPRIETARY NETWORK	5,210.62
	Check Date 10/30/2020 Total For Check # 107454	5,210.62



## Warrant Register 1728

Invoice	Description	Invoice/Amount
<b>MUNICIPAL SERVICES ASSOCIATES INC</b>		
51-1997-20	ROW PERMITTING FOR COMM COMP	977.50
	Check Date 10/30/2020 Total For Check # 107455	977.50
<b>NAPA AUTO PARTS</b>		
4343-684195	RUNNING LAMP & HARNESS #5	11.97
4343-684256	MAXI FUSES-FORD TRUCKS	39.92
4343-684263	GREASE-WESTERN PLOW CONNECTORS	10.69
4343-684701	EXHAUST CLAMPS #830	7.38
4343-685124	AIR FILTER #58	18.33
4343-6875115	EXHAUST CLAMP #833	23.98
6306-561514	3 BY PASS HOSES/DEF FLUID	73.23
6306-5615434	EXHAUST CLAMP TOWER 84	11.73
	Check Date 10/30/2020 Total For Check # 107456	197.23
<b>NATIONAL TEC DIRECT</b>		
6215	BROADCAST EQUIPMENT FUNDED BY PEG FEE-BOT 3/16/20	7,665.00
	Check Date 10/30/2020 Total For Check # 107457	7,665.00
<b>NFPA</b>		
7822318Y	LIFE SAFETY CODE HANDBOOK	198.05
	Check Date 10/30/2020 Total For Check # 107458	198.05
<b>NICOR GAS</b>		
13270110003	350 N VINE 9/16-10/15/20	138.30
12952110000	5905 S COUNTY LINE 9/15-10/16/20	53.39
06677356575	PLATFORM TENNIS 9/16-10/16/20	266.92
38466010006	121 SYMONDS-9/14-10/15/20	65.15
38466010006	121 SYMONDS-9/14-10/15/20	65.14
	Check Date 10/30/2020 Total For Check # 107459	588.90
<b>NIPSTA</b>		
23106728	VEHICLE MACHINERY OPER TRNG	900.00
	Check Date 10/30/2020 Total For Check # 107460	900.00
<b>NORMANDY CONSTRUCTION</b>		
25568	CONT BD-627 W CHICAGO #25568	5,000.00
25754	CONT BD-704 S WASHINGTON #25754	2,000.00
	Check Date 10/30/2020 Total For Check # 107461	7,000.00



## Warrant Register 1728

Invoice	Description	Invoice/Amount
<b>ONE STEP</b>		
164373	SHOP LOCAL HOLIDAY CAMPAIGN	105.30
	Check Date 10/30/2020 Total For Check # 107462	105.30
<b>CARMICHAEL, WILLIAM</b>		
2300701	OVERPAID FINAL	31.65
	Check Date 10/30/2020 Total For Check # 107463	31.65
<b>COURTYARD CUSTOM BUILDERS</b>		
25647	CONT BD-21 N MONROE #25647	10,000.00
	Check Date 10/30/2020 Total For Check # 107464	10,000.00
<b>CRISTAL CUSTOM HOMES</b>		
24947	STMWR-603 JEFFERSON #24947	6,700.00
	Check Date 10/30/2020 Total For Check # 107465	6,700.00
<b>CROSSTOWN DESIGN BUILD INC</b>		
25537	CONT BD-30 S LINCOLN #25537	10,000.00
	Check Date 10/30/2020 Total For Check # 107466	10,000.00
<b>CRUZ, ERIKA</b>		
1307242	OVERPAID FINAL BILL	117.04
	Check Date 10/30/2020 Total For Check # 107467	117.04
<b>DEVON, RUSSELL</b>		
1000428	OVERPAID FINAL	31.65
	Check Date 10/30/2020 Total For Check # 107468	31.65
<b>HENDERSON, GORDON</b>		
25688	CONT BD-722 S MONROE #25688	500.00
	Check Date 10/30/2020 Total For Check # 107469	500.00
<b>HINSDALE SOCIAL LLC</b>		
JULY2020	REFUND FOOD/BEV TAX FOR JULY20	1,386.95
	Check Date 10/30/2020 Total For Check # 107470	1,386.95
<b>JACOBS, MADELINE</b>		
218657	CAMP CANCELLED	117.00
	Check Date 10/30/2020 Total For Check # 107471	117.00
<b>JANUSZYK, RICHARD</b>		
25823	CONT BD-429 N CLAY #25823	500.00
	Check Date 10/30/2020 Total For Check # 107472	500.00



## Warrant Register 1728

Invoice	Description	Invoice/Amount
<b>JIMINEZ &amp; SONS LANDSCAPING</b>		
25854	CONT BD-21 N MONROE #25854	500.00
	Check Date 10/30/2020 Total For Check # 107473	500.00
<b>KAMENEV, ALEXEY</b>		
24635	ST MGMT-111 S ADAMS #24635	3,000.00
	Check Date 10/30/2020 Total For Check # 107474	3,000.00
<b>KAMENEV, ALEXEY</b>		
24636	CONT BD-111 S ADAMS #24636	10,000.00
	Check Date 10/30/2020 Total For Check # 107475	10,000.00
<b>KOMURA INC</b>		
25856	CONT BD-44 HARRISON PL #25856	600.00
	Check Date 10/30/2020 Total For Check # 107476	600.00
<b>KUMSKIS, SCOTT &amp; NICOLE</b>		
119151	TREE REPLACEMENT	600.00
	Check Date 10/30/2020 Total For Check # 107477	600.00
<b>LICHTENBERGER HOMES</b>		
25469	CONT BD-227 W HICKORY #25469	5,000.00
	Check Date 10/30/2020 Total For Check # 107478	5,000.00
<b>LUXURY INVESTMENTS LLC</b>		
25317	CONT BD-24 W HINSDALE #25317	10,000.00
	Check Date 10/30/2020 Total For Check # 107479	10,000.00
<b>MAALI, CHEREEN</b>		
25867	CONT BD-618 N JEFFERSON #25867	500.00
	Check Date 10/30/2020 Total For Check # 107480	500.00
<b>MALINAS, DAVID J &amp; VIRGINIA</b>		
25858	CONT BD-5635 S OAK #25858	500.00
	Check Date 10/30/2020 Total For Check # 107481	500.00
<b>MCCARTHY, COURTNEY &amp; SEAN</b>		
25566	CONT BD-428 N LINCOLN #25566	2,500.00
	Check Date 10/30/2020 Total For Check # 107482	2,500.00
<b>MELKUS, PAUL</b>		
25299	CONT BD-5604 S GARFIELD #25299	4,000.00
	Check Date 10/30/2020 Total For Check # 107483	4,000.00



## Warrant Register 1728

Invoice	Description	Invoice/Amount
<b>MESSINA, JOSEPH</b>		
2306244	OVERPAID FINAL	16.14
	Check Date 10/30/2020 Total For Check # 107484	16.14
<b>NELSON, GLEN</b>		
25841	CONT BD-408 E HICKORY #25841	500.00
	Check Date 10/30/2020 Total For Check # 107485	500.00
<b>NUCIFORA, PAOLO</b>		
26029	CONT BD-8 S BODIN #26029	500.00
	Check Date 10/30/2020 Total For Check # 107486	500.00
<b>PATEL, ELESH</b>		
25847	CONT BD-214 E 55TH ST #25847	500.00
	Check Date 10/30/2020 Total For Check # 107487	500.00
<b>PREMIER OUTDOOR ENVIRONMENTS</b>		
25811	CONT BD-316 N GRANT #25811	500.00
	Check Date 10/30/2020 Total For Check # 107488	500.00
<b>REENAN, NEAL</b>		
25076	CONT BD-329 E SIXTH #25076	10,000.00
	Check Date 10/30/2020 Total For Check # 107489	10,000.00
<b>REENAN, NEAL</b>		
24692	CONT BD-329 E SIXTH #24692	10,000.00
	Check Date 10/30/2020 Total For Check # 107490	10,000.00
<b>RIVERA, ISRAEL</b>		
24621	STMWR-737 N COUNTY LINE #24621	6,600.00
	Check Date 10/30/2020 Total For Check # 107491	6,600.00
<b>STUKAS, SARAH</b>		
25674	CONT BD-115 S VINE ST #25674	6,000.00
	Check Date 10/30/2020 Total For Check # 107492	6,000.00
<b>TANNCO CONSTRUCTION</b>		
P20-8488	REF P20-8488 FOR DIFF ON METER SIZE	1,438.32
	Check Date 10/30/2020 Total For Check # 107493	1,438.32
<b>TED'S BUILDERS</b>		
24447	STMWR-115 W 59TH ST #24447	10,000.00
	Check Date 10/30/2020 Total For Check # 107494	10,000.00



## Warrant Register 1728

Invoice	Description	Invoice/Amount
<b>WHITNEY SIGNATURE HOMES</b>		
25071	STMWR-814 S STOUGH #25071	6,400.00
	Check Date 10/30/2020 Total For Check # 107495	6,400.00
<b>ORBIS SOLUTIONS</b>		
5570678	MONTHLY IT SUPPORT	13,744.00
5570672	CONVERSION OF NEW SERVER & SET UP	8,700.00
5570694	CONVERSION OF NEW SERVER & SET UP	3,275.00
55703922	EMERG IT SUPPORT	225.00
	Check Date 10/30/2020 Total For Check # 107496	25,944.00
<b>QUADIENT INC</b>		
57954097	MAINT/RENTAL MAILING MACHINE	199.22
57954097	MAINT/RENTAL MAILING MACHINE	111.89
	Check Date 10/30/2020 Total For Check # 107497	311.11
<b>RAY O'HERRON CO INC</b>		
2057219-IN	UNIFORM ALLOW	24.99
2057216-IN	UNIFORM ALLOW	44.00
2057217-IN	UNIFORM ALLOW	507.69
	Check Date 10/30/2020 Total For Check # 107498	576.68
<b>RED WING BUSINESS ADVANTA</b>		
20201010019991	UNIFORM ALLOW	292.49
	Check Date 10/30/2020 Total For Check # 107499	292.49
<b>REGIONAL TRUCK EQUIPMENT</b>		
222576	ISOLATION MODULE & RELAY	143.17
	Check Date 10/30/2020 Total For Check # 107500	143.17
<b>ROEHN, RICH</b>		
720028885	STORAGE SYS FOR NEW UNIT #42	140.99
	Check Date 10/30/2020 Total For Check # 107501	140.99
<b>ROSENBAUER MINNESOTA LLC</b>		
42491	LABOR REPAIR OUTRIGGER TOWER 84	1,332.50
	Check Date 10/30/2020 Total For Check # 107502	1,332.50
<b>RUSSELL, CAMERON</b>		
102120	MILEAGE 10/5-8TH CLASS WILLMINGTON	180.84
102120	MILEAGE 10/5-8TH CLASS WILLMINGTON	43.43
	Check Date 10/30/2020 Total For Check # 107503	224.27





## Warrant Register 1728

Invoice	Description	Invoice/Amount
<b>RUSSO POWER EQUIPMENT</b>		
SPI10435737	MARKING TAPE/SPRAY NOZZLE	33.95
SPI10412390	LINKS & LOCK LEVER CLIP #40	41.87
	Check Date 10/30/2020 Total For Check # 107504	75.82
<b>RYDIN SIGN &amp; DECAL</b>		
373540	2021 TEMPORARY HCHT	110.21
374538	2021 1ST HALF HOLOGRAM HT	977.45
	Check Date 10/30/2020 Total For Check # 107505	1,087.66
<b>SARGES RANGE SERVICE</b>		
SRS-39	RANGE CLEANING	2,050.00
	Check Date 10/30/2020 Total For Check # 107506	2,050.00
<b>SEBA SIGNS AND PRINTING</b>		
15016	PLAQUE	9.50
	Check Date 10/30/2020 Total For Check # 107507	9.50
<b>SHEFFIELD SUPPLY &amp; EQUIPMENT</b>		
2191	PPE HARD HAT	27.00
	Check Date 10/30/2020 Total For Check # 107508	27.00
<b>SOUTH SIDE CONTROL SUPPLY</b>		
SI00647015.001	PARTS FOR BOILERS	162.47
	Check Date 10/30/2020 Total For Check # 107509	162.47
<b>SPORTSKIDS INC</b>		
187391	SUMMER TENNIS 2020	2,325.40
	Check Date 10/30/2020 Total For Check # 107510	2,325.40
<b>STEVE PIPER &amp; SONS</b>		
16217	TREE REMOVAL PER CONTRACT	6,001.96
	Check Date 10/30/2020 Total For Check # 107511	6,001.96
<b>STRATEGIA CONSULTING LLC</b>		
1269	CONSULTING FEES	500.00
	Check Date 10/30/2020 Total For Check # 107512	500.00
<b>STREICHERS</b>		
I1454031	BVP PLATE	66.49
	Check Date 10/30/2020 Total For Check # 107513	66.49
<b>STS OPERATING, INC</b>		
5496458-00	SERVICE PARTS	78.16
	Check Date 10/30/2020 Total For Check # 107514	78.16

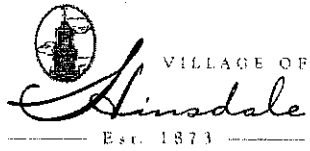


## Warrant Register 1728

Invoice	Description	Invoice/Amount
<b>THE LAW OFFICES OF</b>		
H-10-22-2020	ADMIN HEARINGS-TOWINGS	150.00
	Check Date 10/30/2020 Total For Check # 107515	150.00
<b>THIRD MILLENIUM</b>		
25374	UTILITY BILLING-10/2/20	1,055.79
	Check Date 10/30/2020 Total For Check # 107516	1,055.79
<b>THOMSON REUTERS WEST</b>		
843077107	CLEAR SEPT	211.84
	Check Date 10/30/2020 Total For Check # 107517	211.84
<b>TRESSLER, LLP</b>		
422173	PROF FEES THRU 9/30 FILE 011269-00009	1,417.50
422164	PROF FEES THRU 9/20/20 FILE 011269-00001	1,500.00
	Check Date 10/30/2020 Total For Check # 107518	2,917.50
<b>TRUSTWORTHY CLEANING</b>		
20	KLM CLEANING	1,375.00
	Check Date 10/30/2020 Total For Check # 107519	1,375.00
<b>TYLER TECHNOLOGIES, INC</b>		
045-319288	SAAS CONT IMPLEMT OCT 6-9 SOULE	4,480.00
045-318082	APPLICATION SVC 10/1-12/31/20	20,584.25
045-318233	APPLICATION SVC 10/1-12/31/20 CENTRAL PROP	192.28
	Check Date 10/30/2020 Total For Check # 107520	25,256.53
<b>UNIVERISTY OF ILLINOIS</b>		
UFIW0713	FAE CLASS 9/14/20	550.00
	Check Date 10/30/2020 Total For Check # 107521	550.00
<b>VERIZON WIRELESS</b>		
9863795386	SEPT20 IPADS/MDTS/ROUTERS	344.02
9863795386	SEPT20 IPADS/MDTS/ROUTERS	531.07
9863795386	SEPT20 IPADS/MDTS/ROUTERS	205.47
9863498048	SEPT20 VOICE & MOBILE	50.04
9863498048	SEPT20 VOICE & MOBILE	38.01
	Check Date 10/30/2020 Total For Check # 107522	1,168.61
<b>VULCAN CONST MATERIALS LL</b>		
32456574	CA-6 STONE	848.70
	Check Date 10/30/2020 Total For Check # 107523	848.70

**Warrant Register 1728**

Invoice	Description	Invoice/Amount
<b>WAREHOUSE DIRECT INC</b>		
4788687-0	JANITORIAL SUPPLIES	73.89
4760079-0	JANITORIAL SUPPLIES	259.98
Check Date 10/30/2020 Total For Check # 107524		333.87
<b>WARREN OIL COMPANY</b>		
W1341430	SEPT20 DIESEL FUEL	983.48
W1341430	SEPT20 DIESEL FUEL	324.16
W1341430	SEPT20 DIESEL FUEL	667.20
W1341430	SEPT20 DIESEL FUEL	116.29
Check Date 10/30/2020 Total For Check # 107525		2,091.13
<b>WILLOWBROOK FORD INC</b>		
5147711	BALL JOINTNUTS-AC84	3.20
5147953	EXHAUST PIPE, GASKET #830	281.78
Check Date 10/30/2020 Total For Check # 107526		284.98
<b>NATIONWIDE RETIREMENT SOL</b>		
5936	Payroll Run 1 - Warrant PR22	309.50
Check Date 10/29/2020 Total For Check # 107527		309.50
<b>NATIONWIDE TRUST CO FSB</b>		
5937	Payroll Run 1 - Warrant PR22	3,431.78
Check Date 10/29/2020 Total For Check # 107528		3,431.78
<b>STATE DISBURSEMENT UNIT</b>		
5938	Payroll Run 1 - Warrant PR22	230.77
Check Date 10/29/2020 Total For Check # 107529		230.77
Total For ALL Checks		599,224.28



**Warrant Summary by Fund:**

<b>RECAP BY FUND</b>	<b>FUND NUMBER</b>	<b>FUND TOTAL</b>
GENERAL FUND	100	440,899.96
CAPITAL PROJECTS FUND	400	1,787.50
WATER & SEWER OPERATIONS FUND	600	5,130.77
WATER & SEWER CAPITAL FUND	620	1,100.00
ESCROW FUND	720	146,334.00
PAYROLL REVOLVING FUND	740	3,972.05
	<b>TOTALS:</b>	<b>599,224.28</b>

**END OF REPORT**

Public Services &  
Engineering

**AGENDA SECTION:** Consent Agenda - EPS

**SUBJECT:** Contract Award – State of Illinois CMS Bulk Rock Salt

**MEETING DATE:** November 3, 2020

**FROM:** George Peluso, Director of Public Services

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**Recommended Motion**

Approve State of Illinois joint bid purchase of bulk winter deicing salt to Cargill, Incorporated in the amount of \$31,682.

**Background**

Annually, the Village cooperatively solicits bids and bulk purchases winter deicing salt with the State of Illinois and DuPage County. As part of the joint purchase, the Village requests a total of 1400 tons of salt (700 tons per contract). Both contracts require that the Village purchase a minimum of 80% of its allotment, which is 1120 tons (560 tons per contract). There is also a provision in both contracts that allows the Village to purchase more than 100% of the allotment in the event that winter conditions require additional salting. DuPage County allows for the purchase of up to 130% of the allotment, while the State contract allows for 120%.

In May of 2020, DuPage County received final bids for the 2020-21 salt purchase. The lowest bid was received from Compass Minerals in the amount of \$81.13 per ton, for a total of \$56,791. Due to the timing of the bid, the Village Board approved the salt purchase with Compass Minerals in May.

To date, the Village has spent \$73,038 of the \$102,200 that was included in the 2020 Budget.

**Discussion & Recommendation**

Recently, the Village was notified of its bid award from the State of Illinois. The lowest bid came from Cargill, Incorporated in the amount of \$45.26 per ton, for a total of \$31,682.

Overall, unit prices per ton have decreased approximately 22% compared to last winter. The total combined costs of the contracts, if the Village orders 100% of its allotment, is \$88,473. Provided below is a summary of the bid results.

Vendor	Total Cost (80%)	Total Cost (100%)
Compass Minerals(DuPage County)	\$45,432.80	\$56,791
Cargill, Inc. (State of IL)	\$25,345.60	\$31,682
Total	\$70,778.40	\$88,473

**Budget Impact**

Staff is recommending that the Village Board approve the State of Illinois bid contract to Cargill, Incorporated in the amount of \$31,682. The Public Services Department will monitor salt usage to keep costs as close to the original budgeted amount without altering operations.



## REQUEST FOR BOARD ACTION

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

At the October 20, 2020 Village Board Meeting, the Village Board approved placement of this item on the Consent Agenda.

### **Documents Attached**

1. State of Illinois – Cargill Incorporated – Bid Tabulation

# JPMC Rock Salt Bulk, FY21 (B-16193)

Item Number	Print Sequence	Description	Quantity	UOM	Compass Minerals America Inc	Cargill, Inc. Salt Road Safety	Morton Salt Inc
					Unit Cost	Unit Cost	Unit Cost
89	89	SALT, ROCK, BULK - DuPage County, District # 1, Hinsdale, Village of, Hinsdale, 19 E. Chicago Ave.----80% Minimum Purchase Commitment	700.0	TON	57.56	45.26	57.32
90	90	SALT, ROCK, BULK - DuPage County, District # 1, Lake Park High School East Campus, Roselle, 600 South Medinah----80% Minimum Purchase Commitment	75.0	TON	60.96	49.92	65.24
91	91	SALT, ROCK, BULK - DuPage County, District # 1, Lake Park High School West Campus, Roselle, 500 West Bryn Mawr----80% Minimum Purchase Commitment	75.0	TON	60.96	49.89	65.24
92	92	SALT, ROCK, BULK - DuPage County, District # 1, Naperville, City of, Naperville, 180 Fort Hill Drive - PO Box 3020----80% Minimum Purchase Commitment	12000.0	TON	52.96	41.98	50.04
93	93	SALT, ROCK, BULK - DuPage County, District # 1, Oak Brook, Village of, Oak Brook, 1200 Oak Brook Road----80% Minimum Purchase Commitment	800.0	TON	58.36	45.23	57.32
94	94	SALT, ROCK, BULK - DuPage County, District # 1, Oakbrook Terrace, City of, Oakbrook Terrace, 17 W 275 Butterfield Road----80% Minimum Purchase Commitment	400.0	TON	58.16	45.48	59.63
95	95	SALT, ROCK, BULK - DuPage County, District # 1, Roselle, Village of, Roselle, 474 Congress Circle North----80% Minimum Purchase Commitment	1300.0	TON	58.96	46.36	57.74
96	96	SALT, ROCK, BULK - DuPage County, District # 1, State, Tollway-M-08, Naperville, I-88 @ Naperville Road, Milepost 127.3 Westbound----80% Minimum Purchase Commitment	6500.0	TON	53.96	42.55	52.07
97	97	SALT, ROCK, BULK - DuPage County, District # 1, State, Tollway-M-14, Downers Grove, I-355 @ I-88, Milepost 21.9 Northbound----80% Minimum Purchase Commitment	9200.0	TON	51.36	40.19	49.09
98	98	SALT, ROCK, BULK - DuPage County, District # 1, Villa Park, Village of, Villa Park, 20 South Ardmore----80% Minimum Purchase Commitment	600.0	TON	58.16	45.26	57.78
99	99	SALT, ROCK, BULK - DuPage County, District # 1, Westmont, Village of, Westmont, 31 W. Quincy Street----80% Minimum Purchase Commitment	400.0	TON	58.56	50.22	60.51
100	100	SALT, ROCK, BULK - DuPage County, District # 1, Wheaton Park District, Wheaton, 1000 Manchester Rd----100% Minimum Purchase Commitment	70.0	TON	60.96	49.78	63.97
101	101	SALT, ROCK, BULK - DuPage County, District # 1, Wheaton-Warrenville C.U.S.D. #200, Warrenville, 4 S. 208 Curtis Ave----80% Minimum Purchase Commitment	175.0	TON	60.96	46.93	60.97
102	102	SALT, ROCK, BULK - DuPage County, District # 1, Winfield, Village of, Winfield, 27 W. 465 Jewell Road----80% Minimum Purchase Commitment	600.0	TON	60.96	47.74	0.0



AGENDA ITEM # 8c  
**REQUEST FOR BOARD ACTION**

Fire Department

**AGENDA SECTION:** Consent Agenda - ZPS  
**SUBJECT:** Approval of an Ordinance to Dispose of Village Owned Property  
**MEETING DATE:** November 3, 2020  
**FROM:** John Giannelli, Fire Chief

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**Recommended Motion**

Approve an Ordinance Authorizing the Sale by Auction or Disposal of Personal Property Owned by the Village of Hinsdale.

**Background**

Exhibit A, attached, contains two different groups of items. The first group includes fitness equipment no longer in use. These items have been out of service for over a year and are several generations old. There is little value in these items and they will be auctioned off on E-bay or Craig's List. The second item is 14 Blauer winter jackets issued to fire department personnel. These jackets are no longer manufactured, and in disrepair. New jackets have been purchased for the upcoming winter. Due to the condition of the jackets, the request is to donate them.

**Discussion & Recommendation**

The Fire Department is recommending items with value be sent to open auction, or listed on the public auction website E-bay. The items that are of no value will be properly disposed of or donated.

**Budget Impact**

None

**Village Board and/or Committee Action**

This item appears as a Consent Agenda item because it is a reoccurring routine item.

**Documents Attached**

1. Exhibit A - Inventory Form
2. Ordinance Authorizing the Sale by Auction or Disposal of Personal Property Owned by the Village of Hinsdale



**EXHIBIT A**  
**SURPLUS INVENTORY FORM - FITNESS EQUIPMENT**

[illegible]

**VILLAGE OF HINSDALE**

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

**AN ORDINANCE AUTHORIZING THE SALE BY AUCTION  
OR DISPOSAL OF PERSONAL PROPERTY OWNED BY THE VILLAGE OF  
HINSDALE**

WHEREAS, in the opinion of at least a simple majority of the corporate authorities of the Village of Hinsdale, it is no longer necessary or useful to or for the best interests of the Village of Hinsdale, to retain ownership of the personal property hereinafter described; and

WHEREAS, it has been determined by the President and Board of Trustees of the Village of Hinsdale to sell said property on the E-Bay Auction website ([www.ebay.com](http://www.ebay.com)) open to public auction to be held on or after the week of May 4, 2016, or otherwise donate or dispose of the property.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF HINSDALE:

Section One: Pursuant to 65 ILCS 5/11-76-4, the President and Board of Trustees of the Village of Hinsdale find that the personal property listed on the form attached (Exhibit A) to this Ordinance and now owned by the Village of Hinsdale, is no longer necessary or useful to the Village of Hinsdale and the best interests of the Village of Hinsdale will be served by its sale, donation, or disposal.

Section Two: Pursuant to said 65 ILCS 5/11-76-4, the Village Manager is hereby authorized and directed to sell, donate, or dispose the aforementioned personal property now owned by the Village of Hinsdale on the E-Bay Auction website ([www.ebay.com](http://www.ebay.com)) open to public auction, on or after Wednesday, May 4, 2016, to the highest bidder on said property.

Section Three: The Village Manager is hereby authorized and may direct E-Bay to advertise the sale of the aforementioned personal property in a newspaper published within the community before the date of said public auction.

Section Four: No bid which is less than the minimum price set forth in the list of property to be sold shall be accepted except as authorized by the Village Manager or his agent.

Section Five: The Village Manager is hereby authorized and may direct E-Bay to facilitate an agreement for the sale of said personal property. Property determined to not have value may be disposed of or donated as authorized by the Village Manager. Items sold on E-Bay will charge an administrative fee, which will come out of the proceeds from the sale of surplus vehicles and equipment.

Section Six: Upon payment of the full auction price, the Village Manager is hereby authorized and directed to convey and transfer title to the aforesaid personal property, to the successful bidder.

Section Seven: This Ordinance shall be in force and effect from and after its passage, by a simple majority vote of the corporate authorities, and approval in the manner provided by law.

PASSED this \_\_\_\_ day of \_\_\_\_\_, 2020.

AYES:

NAYS:

ABSENT:

APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2020.

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

ATTEST:

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

**REQUEST FOR BOARD ACTION**  
Finance

**AGENDA SECTION:** Second Reading – ACA  
**SUBJECT:** 2020 Tax Levy Resolution  
**MEETING DATE:** November 3, 2020  
**FROM:** Darrell Langlois, Finance Director

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**Recommended Motion**

Approve a Resolution Determining Amounts of Money to be Raised through Ad Valorem Property Taxes for the Village of Hinsdale in the Amount of \$10,882,381.

**Background**

In order to comply with the regulations under the Truth in Taxation Act, the Village is required to pass a resolution requesting the levying of property taxes prior to the adoption of the annual tax levy Ordinance.

Under the Property Tax Extension Limitation Law (PTELL or the Tax Cap) the Village is allowed to increase its levy from the previous year's levy by an amount of the lower of the CPI or 5% plus "new construction". The Illinois Department of Revenue stipulated that the 2020 Tax Levy increase will be held to 2.3% (CPI as of December 31, 2019).

**Discussion & Recommendation**

Attached please find a background memorandum that provides information and details for the calculations that supports a recommended tax levy of \$10,882,381 for the Village and the Library for Tax Levy Year 2020.

**Budget Impact**

Property tax revenue provides funding for 35.9% of General Fund operations and 97.7% of Library operations.

**Village Board and/or Committee Action**

Following discussion at their meeting of October 20, 2020, the Board agreed to move this item forward for a second reading.

**Documents Attached**

1. Resolution Determining Amounts of Money to be Raised from Ad Valorem Property Taxes.
2. 2020 Proposed Tax Levy Memorandum
3. 2020 Tax Levy Workpapers

**VILLAGE OF HINSDALE  
RESOLUTION NO. R2020- \_\_\_\_\_**

**RESOLUTION DETERMINING  
AMOUNTS OF MONEY  
TO BE RAISED THROUGH  
AD VALOREM PROPERTY TAXES**

WHEREAS, the Truth-in-Taxation Act, 35 ILCS 200/18-60, provides that the corporate authorities of each taxing district, including the Village of Hinsdale, shall determine the amount of money, exclusive of any portion of that levy attributable to the cost of conducting an election required by general election law, estimated to be necessary to be raised by taxation for the current fiscal year upon the taxable property in the taxing district;

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. Tax Levy Determination. The President and Board of Trustees of the Village of Hinsdale hereby estimate that \$10,882,381, exclusive of amounts to be levied which are attributable to the costs of conducting elections required by the general election law, shall be raised by means of ad valorem property taxes for fiscal year 2020 (January 1, 2020 to December 31, 2020). The President and Board of Trustees hereby find that this amount is less than 105 percent of the amount, exclusive of election costs, which has been extended upon the levy of the preceding year.

Section 2. Effective Date. This resolution shall be in full force from and after its passage and approval in the manner provided by law.

PASSED: This 3rd day of November, 2020.

AYES:

NAYS:

APPROVED: This 3rd day of November, 2020.

ATTEST:

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

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

# MEMORANDUM

**Date:** October 20, 2020

**To:** Village President and Board of Trustees

**From:** Darrell J. Langlois, Assistant Village Manager/Finance Director

**RE:** 2020 Proposed Tax Levy

Attached for the Village Board's consideration is the proposed 2020 tax levy. The proposed Village tax levy for 2020 amounts to \$7,612,769, which represents an increase of \$233,252 (3.16%) from the 2019 extended taxes. When combined with the Library Board's potential request for a 3.30% increase in their levy, the total Village and Library levy amounts to \$10,882,381, which represents an increase of \$337,805 (3.20%) from the 2019 extended taxes.

<b>Village of Hinsdale 2020 Proposed Tax Levy Summary Net of All Debt Service Abatements</b>				
<b>Tax Levy</b>	<b>2020 Proposed Tax Levy</b>	<b>2019 Extended Tax Levy</b>	<b>Dollar Increase Decrease</b>	<b>Percent Difference</b>
<b>Village Special Levies</b>	5,636,903	5,406,412	230,491	4.26%
<b>Village Pension Levies</b>	1,805,591	1,799,168	6,423	0.36%
<b>Village Debt Service Levies</b>	170,275	173,937	(3,662)	-2.11%
<b>Total Village Levies</b>	7,612,769	7,379,517	233,252	3.16%
<b>Library Levy</b>	3,269,612	3,165,059	104,553	3.30%
<b>Total Village and Library Levies</b>	<b>10,882,381</b>	<b>10,544,576</b>	<b>337,805</b>	<b>3.20%</b>
<b>Total Village Levy subject to the Tax Cap</b>				
Village Corporate Levy	0	0	0	0.00%
Village Special Levies	5,557,949	5,323,602	234,347	4.40%
Village Pension Levies	1,747,188	1,747,936	(748)	-0.04%
<b>Total Village Portion</b>	<b>7,305,137</b>	<b>7,071,538</b>	<b>233,599</b>	<b>3.30%</b>
Library Levy	3,269,612	3,165,059	104,553	3.30%
<b>Total For Tax Cap</b>	<b>10,574,749</b>	<b>10,236,597</b>	<b>338,152</b>	<b>3.30%</b>
<b>Non-Capped Funds</b>				
Recreation Programs for Handicapped	78,954	82,810	(3,856)	-4.66%
Firefighters Pension PA 93-0689	58,403	51,232	7,171	14.00%
Debt Service (Net of \$3,188,633 Abatements)	170,275	173,937	(3,662)	-2.11%
<b>Total Village Non-Capped Levy</b>	<b>307,632</b>	<b>307,979</b>	<b>(347)</b>	<b>-0.11%</b>
<b>Total Village &amp; Library Levy</b>	<b>10,882,381</b>	<b>10,544,576</b>	<b>337,805</b>	<b>3.20%</b>
<b>Total Village and Library Levy Subject to Truth in Taxation (all levies except Debt Service)</b>				
	<b>10,712,106</b>	<b>10,370,639</b>	<b>341,467</b>	<b>3.29%</b>

The total tax levy less the debt service extension and non-capped levies is subject to the Tax Cap Act of 1991. The proposed tax levy portion that is subject to the Tax Cap Act amounts to \$10,574,749, which is \$338,152 (3.30%) higher than the 2019 extended taxes and is greater than the 2.3% increase (CPI as of December, 2019) allowed under the Tax Cap Act. The Tax Cap Legislation also provides the ability to levy above the limit to capture “new growth construction”. The Village’s estimate of new growth in EAV of \$19,000,000 (based on 1/3 of the 2019 adjusted building permit construction value of \$59 million) will allow the Village to capture the additional taxes. Should the final new growth amount be less than this, the County Clerk will reduce the tax levy accordingly per Village direction.

#### Village Corporate, Special, Pension and Non-Capped Levies

The total tax levy requested for the Corporate, Special, Pension and non-capped levies amounts to \$7,612,769, which is an increase of \$233,252 or 3.16% and anticipates capturing the total “New Growth Value” of new construction.

Once the maximum tax levy is established, the Village must levy property taxes for a specific purpose. There are a vast number of purposes that are carved out in State law that taxing bodies can levy taxes for. Some of these specified purposes are subject to a maximum tax rate that is provided for in the statutes; other specified purposes do not have a tax rate limit. However, since the Village is a non-home rule unit of government and thus subject to the tax cap, the total taxes levied must fit within the total tax cap, even if there is not a tax rate limit for a particular purpose. Even though subject to the tax cap, state law does exempt a few tax levies from the tax cap. Since tax levy year 2015, the Village has levied taxes separately for police and fire protection as well as police and firefighters’ pension for the amount available within the tax cap. The Village also levies taxes for special recreation and debt service, as well as small portion of the firefighters’ pension levy, which are exempt from the tax cap.

The following explains the individual line item tax levies for this year:

- The Police and Firefighters’ Pension levies this year have been calculated based on an independent actuarial study performed by MWM Consulting Group, the Village’s actuary. The actuarial report that was used to calculate the tax levy recommendation was previously distributed to the Village Board. Based on the Village’s actuarial study, the statutory minimum contribution to the Police Pension Fund for the 2020 tax levy is \$637,514, a decrease of \$32,261 from the prior year. The statutory minimum contribution to the Firefighter’s Pension Fund is \$1,168,077, an increase of \$38,684 from the prior year. Of this contribution amount, \$1,109,674 is subject to the tax cap and \$58,403 is exempt from the tax cap.
- After subtracting the Police Pension Fund and Firefighters’ Pension Fund contributions from the total maximum tax levy that is subject to the tax cap, Village staff recommends that the remainder of the tax levy be allocated evenly between police protection and fire protection. The amount recommended for the 2020 tax levy is \$2,778,974 for each purpose.
- The Recreation Programs for the Handicapped tax levy (which is exempt from the tax cap) is recommended at \$78,954. This amount reflects a 0% increase over what the Village’s actual contribution is to the Gateway Special Recreation Agency for 2020 since the agency did not increase the annual assessment this year due to the impact of COVID-19.



- Tax levies totaling \$3,358,907 have already been levied for debt service payments on seven bond issues that were previously issued by the Village. The Village has pledged other resources for the debt repayment on six of these bond issues. In December, we will be abating the tax levy on six of these bond issues, which totals \$3,188,632. After subtracting the tax abatements, only the debt service levy in the amount of \$170,275 from the 2019 non-referendum bonds will remain.

#### Library Levy

The Library levy has been provided to Library staff but has not been formally approved by the Library Board, meaning the Library levy could change prior to being finalized. The proposed levy has increased by \$104,553 (3.30%). By State Statute, the Village has no ability to change the Library levy and is required to adopt the levy as approved by the Library Board.

#### Truth In Taxation Law

Because the total levy increase is less than the 5% maximum allowed under the Tax Cap, the Village is not required to hold a public hearing on the 2020 tax levy.

#### Recommendation

It is recommended that the proposed total net levy of \$10,882,381 be adopted. If the Village Board concurs, the following motion would be appropriate:

**Motion:** To Approval of a Resolution Determining Amounts of Money to be Raised Through Ad Valorem Property Taxes

**Village of Hinsdale**  
**2020**  
**Tax Cap Calculation**

	Current
2019 Tax Cap Extension	7,071,538
2020 Tax Cap Multiplier (2019 CPI)	<u>1.023</u>
Maximum 2020 Levy	<u><u>7,234,183</u></u>
2019 Final EAV	1,937,172,800
Estimated 2019 Limiting Tax Rate	0.3734
Estimated New Construction Growth EAV	19,000,000
Estimated Annexation Amount	-
Cushion	-
Estimated Total "New Construction"	<u><u>19,000,000</u></u>
Estimated New Construction Tax \$	70,954
Estimated Maximum Tax Levy with New Construction	<u><u>7,305,137</u></u>
\$ Increase from 2019 Extension	233,599
% Increase from 2019	3.30%

**Village of Hinsdale**  
**2020 Tax Levy Worksheet**

Proposed Village Tax Change To	3.00%	Levy Request	Proposed 2020 Levy		2019 Estimated Taxes	Dollar Increase (Decrease)	Percent Increase (Decrease)
			Base (1997.5)	Percent			
Proposed Village & Library Tax Change To	5.25%						

**Assessed Valuation**

EAV - January 1, 2019	\$	1,937,172,800
1/3 Value 2019 Building Permits as adjusted	\$	19,000,000
Estimated Value of Annexed Property	\$	0
Subtotal	\$	19,000,000
New Growth Estimate		19,000,000
Estimated EAV - January 1, 2020		1,956,172,800

General Corporate Purpose

(Rate Limit .2660)

2020 Property Tax Levy with CPI Plus New Growth	7,305,137					
Less: Special & Pension Levies	(1,747,188)					
Tax Cap levy remaining	5,557,949					
General Corporate Property Tax Required	0	0.0000	0	0	0	0.0%

Liability Insurance

Starting Tax Year 2015 no longer levy for	0	0.0000	0	0	0	0.0%
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Police Protection

Levied At 1/2 remaining tax cap funds	2,778,974	0.1421	2,778,974	2,661,801	117,173	4.4%
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Fire Protection

Levied At 1/2 remaining tax cap funds	2,778,974	0.1421	2,778,974	2,661,801	117,173	4.4%
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Village Audit

Starting Tax Year 2015 no longer levy for	0	0.0000	0	0	0	0.0%
Total Special Levies	5,557,949	0.2842	5,557,949	5,323,602	234,347	4.4%

2020 levy wp

***Village of Hinsdale  
2020 Tax Levy Worksheet***

Proposed Village Tax Change to	2019 Estimated Tax	Levy Request	Proposed 2020 Levy		2019 Estimated Tax	Dollar Increase (Decrease)	Percent Increase (Decrease)
			State (Mills)	Ad Valorem			

IMRF

Starting Tax Year 2015 no longer levy for	0	0.0000	0	0	0	#DIV/0!
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Social Security

Starting Tax Year 2015 no longer levy for	0	0.0000	0	0	0	0.0%
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Police Pension

2020 Levy Requirement per MWM Consulting	<b>637,514</b>	0.0326	637,514	669,775	(32,261)	-4.8%
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Firefighters Pension

2020 Levy Requirement per MWM Less PA 93-0689	<b>1,109,674</b>	0.0567	1,109,674	1,078,161	31,513	2.9%
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Total Village Pension Levies	<b>1,747,188</b>	0.0893	1,747,188	1,747,936	(748)	0.0%
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<b>Total Village Corporate, Special &amp; Pension Levies</b>	<b>7,305,137</b>	<b>0.3734</b>	<b>7,305,137</b>	<b>7,071,538</b>	<b>233,599</b>	<b>3.30%</b>
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**Village of Hinsdale**  
**2020 Tax Levy Worksheet**

Projected Village Tax Change Is	3.16%	Levy Request	Proposed 2020 Levy		2019 Extended Taxes	Dollar Increase (Decrease)	Percent Increase (Decrease)
			Rate 100/EAV	Amount			
Projected Village & Library Tax Change Is	3.20%						

**Library Operations (Fund 99000)**

2020 Tax Levy Request (Rate Limit - 0.6000)	3,042,612	0.1555	3,042,612	3,008,670	33,942	1.1%
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**Library Social Security (Fund 99000)**

2020 Tax Levy Request (No Rate Limit)	110,000	0.0056	110,000	97,338	12,662	13.0%
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**Library IMRF (Fund 99000)**

2020 Tax Levy Request (No Rate Limit)	117,000	0.0060	117,000	59,051	57,949	98.1%
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**Library Liability Insurance (Fund 99000)**

Starting 2018 no longer levy	0	0.0000	0	0	0	0.0%
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<b>Total Library</b>	<b>3,269,612</b>	<b>0.1671</b>	<b>3,269,612</b>	<b>3,165,059</b>	<b>104,553</b>	<b>3.30%</b>
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**Increase For Tax Cap Purposes**

**Recreation Programs for Handicapped**

2020 Tax Levy (Rate Limit - 0.02000)	78,954	0.0040	78,954	82,810	(3,856)	-4.7%
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\$77,406 2020 Gateway + 2%

**Firefighters Pension**

2005PA 93-0689 Levy Requirement per MWM Email 9/10/20	58,403	0.0030	58,403	51,232	7,171	14.0%
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<b>Increase For Truth In Taxation Purposes</b>	<b>10,712,106</b>	<b>0.5475</b>	<b>10,712,106</b>	<b>10,370,639</b>	<b>341,467</b>	<b>3.29%</b>
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***Village of Hinsdale  
2020 Tax Levy Worksheet***

Proposed Village Tax Change to	Rate	Levy	Proposed 2020 Levy		2019 Extended Tax	2019 Revenue (Decrease)	Percent Revenue (Decrease)
			Rate 2019 & V	Amount			

**Debt Service (Fund 32000)**

2019 Non-Referendum Bonds		170,275.00					
2012A Sales Tax Alternate Bonds		325,762.50	**				
2013 Library Refunding		252,912.50	**				
2014A Water Alternate Bonds		168,425.00	**				
2014B Sales Tax Alternate Bonds		357,882.50	**				
2017A Sales Tax Alternate Bonds		669,487.50	**				
2018A Sales Tax Alternate Bonds		1,414,162.50	**				
Total		3,358,907.50					
Less: Abatements	**	(3,188,632.50)					
Net Debt Service Levy		170,275.00	0.0087	170,275	173,937	(3,662)	-2.11%
<b>Total 2020 Village Levy</b>		<b>7,612,769</b>	<b>0.3892</b>	<b>7,612,769</b>	<b>7,379,517</b>	<b>233,252</b>	<b>3.16%</b>
<b>Total 2020 Village and Library Levy</b>		<b>10,882,381</b>	<b>0.5563</b>	<b>10,882,381</b>	<b>10,544,576</b>	<b>337,805</b>	<b>3.20%</b>

Community Development

**AGENDA SECTION:** Second Reading – ZPS

**SUBJECT:** Second Major Adjustment to the Planned Development for the  
Property located at 111 S. Lincoln Street  
111 Lincoln, LLC - O-2 Limited Office District - Case A-27-2020

**MEETING DATE:** November 3, 2020

**FROM:** Chan Yu, Village Planner

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**Recommended Motion**

Move to approve an ordinance approving a Second Major Adjustment to a Planned Development at 111 S. Lincoln Street.

**Background**

The Village of Hinsdale has received its second major adjustment application from the building owner of 111 S. Lincoln Street, William Merchantz, requesting to change the permitted use of the third floor, currently limited to a medical/dental office per the Ordinance (O2009-11) of the 1<sup>st</sup> major adjustment of the planned development. The subject property is a three-story mixed-use commercial building in the O-2 Limited Office District. The building borders the same O-2 zoning district to the south and west and B-2 Central Business District to the north and east.

Per the applicant, the previous tenant on the third floor, an orthodontist, has attempted to sublet the space with no success. The space has been marketed by @Properties since November 2019, however, the prospective tenants were general office users. To this end, this request would allow the third floor to follow the permitted uses of the O-2 Limited Office District, where the subject property is located in. Section 6-103 of the Zoning Code includes a list of the permitted uses of the office districts. The first floor of the building is currently vacant and the second floor has office use tenants.

**Discussion & Recommendation**

N/A

**Village Board and/or Committee Action**

At the October 20, 2020, Board of Trustees meeting, the Village Board had no issues with the request and moved the item forward for Second Reading.

**Documents Attached**

Ordinance

The following related materials were provided for the Board of Trustees of this item on October 20, 2020, and can be found on the Village website at:



## REQUEST FOR BOARD ACTION

[https://cms4.revize.com/revize/hinsdale/document\\_center/VillageBoard/2020/10%20OCT/VB  
OT%20packet%2010%2020%2020.pdf](https://cms4.revize.com/revize/hinsdale/document_center/VillageBoard/2020/10%20OCT/VB%20OT%20packet%2010%2020%2020.pdf)

Major Adjustment Application and Ordinance O2009-11 (1<sup>st</sup> Major Adjustment)  
Street View of 111 S. Lincoln Street  
Zoning Map and Project Location  
Aerial View Map of 111 S. Lincoln Street  
Permitted Uses of the Office Districts, Section 6-103



**VILLAGE OF HINSDALE**

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

**AN ORDINANCE APPROVING A SECOND MAJOR ADJUSTMENT  
TO A PLANNED DEVELOPMENT – 111 S. LINCOLN STREET**

**WHEREAS**, William Merchantz (the “Applicant”) has submitted an application (the “Application”) seeking a second major adjustment to an existing approved planned development (the “Planned Development”) at 111 S. Lincoln Street, Hinsdale, Illinois (the “Subject Property”), located in the O-2 Limited Office Zoning District. the Subject Property is legally described in **Exhibit A** attached hereto and made a part hereof. The property is owned by 111 Lincoln, LLC; and

**WHEREAS**, the Village has previously approved the First Major Adjustment for the Planned Development in Ordinance No. O2009-11, passed and approved on January 19, 2009, adjusting the permitted uses within the Planned Development by reducing one lifestyle housing unit on the third floor and replacing it with a medical/dental office; and

**WHEREAS**, the Applicant now seeks approval of a second major adjustment (the “Second Major Adjustment”) to the approved uses for the Planned Development, pursuant to subsection 11-603(K)(2) of the Hinsdale Zoning Code (the “Application”). The Second Major Adjustment proposes to allow the third floor of the building to expand the allowed uses from “medical/dental office” to all permitted uses in the O-2 Limited Office Zoning District; and

**WHEREAS**, the Board of Trustees of the Village have duly considered the materials, facts and circumstances affecting the Application, and find that the Application meets the standards set forth in Section 11-603 for approval of such adjustments, and will be in substantial conformity with the approved plan for the Planned Development, as amended, in conformance with Subsection 11-603(K)(2) of the Hinsdale Zoning Code.

**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 into this Ordinance by this reference as findings of the President and Board of Trustees.

**SECTION 2: Approval of Second Major Adjustment to the Planned Development.** The Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and Subsection 11-603(K)(2) of the Hinsdale Zoning Code, approves the Second Major Adjustment to the Planned Development, to allow for all permitted uses in the O-2 Limited Office District on the third floor, instead of limiting the uses to “medical/dental office.” Said Second Major Adjustment is

approved subject to the conditions set forth in Section 3 of this Ordinance. The previous Ordinances giving approvals or granting adjustments to the Planned Development are hereby amended to the extent provided, but only to the extent provided, by the approval granted herein.

**SECTION 3: Conditions on Approvals.** The approval granted in Section 2 of this Ordinance is subject to the following conditions:

- A. **No Authorization of Work.** This Ordinance does not authorize the commencement of any work on the Subject Property. Except as otherwise specifically provided in writing in advance by the Village, no work of any kind shall be commenced on the Subject Property until all conditions of this Ordinance precedent to such work have been fulfilled and after all permits, approvals, and other authorizations for such work have been properly applied for, paid for, and granted in accordance with applicable law, and the previous approving or adjustment Ordinances.
- B. **Compliance with Plans.** All work on the Subject Property shall be undertaken in strict compliance with approved plans and specifications.
- C. **Compliance with Codes, Ordinances, and Regulations.** Except as specifically set forth in this Ordinance, the previous approving or adjustment Ordinances, the provisions of the Hinsdale Municipal Code and the Hinsdale Zoning Code shall apply and govern the development of the Subject Property. All such development shall comply with all Village codes, ordinances, and regulations at all times.
- D. **Building Permits.** The Applicant shall submit all required building and sign permit applications and other materials in a timely manner to the appropriate parties, which materials shall be prepared in compliance with all applicable Village codes and ordinances.

**SECTION 4: Violation of Condition or Code.** Any violation of any term or condition stated in this Ordinance, the previous approving or adjustment Ordinances, or of any applicable code, ordinance, or regulation of the Village shall be grounds for rescission by the Board of Trustees of the approvals set forth in this Ordinance.

**SECTION 5: 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 6: 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 \_\_\_\_\_ 2020.

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

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

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

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

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

ATTEST:

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

ACKNOWLEDGEMENT AND AGREEMENT BY THE APPLICANT TO THE  
CONDITIONS OF THIS ORDINANCE:

By: 111 LINCOLN, LLC

Its: William H. [Signature], MANAGER MEMBER

Date: 10/23, 2020

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE SUBJECT PROPERTY**

**LOT 9 (9) (EXCEPT THE SOUTH 5 FEET THEREOF), ALL OF LOT TEN (10) AND LOT ELEVEN (11) (EXCEPT THE NORTH 5 FEET THEREOF) IN WRIGHT'S SUBDIVISION OF LOTS ONE (1) TO FOUR (4) AND THE NORTH FORTY ONE (41) FEET OF LOTS FIVE (5) AND SIX (6) IN BLOCK FOUR (4) OF THE ORIGINAL TOWN OF HINSDALE, IN THE NORTHWEST QUARTER OF SECTION TWELVE (12), TOWNSHIP THIRTY EIGHT (38) NORTH, RANGE ELEVEN (11), EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.**



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## MEMORANDUM

**TO:** President Cauley and the Board of Trustees  
**FROM:** Dan Deeter, PE  
**DATE:** November 03, 2020  
**RE:** Engineering October 2020 Monthly Report  
Executive Summary

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- **BNSF Bridge Improvements over I-294.** BNSF has completed construction of the railroad tracks for the shoofly. Train traffic has been transferred to the shoofly. Demolition of the isolated mainline tracks and bridge have begun. This demolition is expected to be completed in December 2020.
- **IDOT resurfacing of 47<sup>th</sup> Street over I-294.** IDOT is in the process of repairing the existing concrete pavement and overlaying the 47<sup>th</sup> Street concrete pavement with asphalt from east of County Line Road in Hinsdale to Wolf Road in Western Springs.



## MEMORANDUM

**TO:** President Cauley and the Board of Trustees  
**FROM:** Dan Deeter, PE  
**DATE:** November 3, 2020  
**RE:** Engineering October 2020 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 61 construction site inspections or drainage complaint inspections in October.

Staff submitted four reports to the IEPA in October. Per Hinsdale's combined sewer overflow (CSO) permit #IL0066818, staff submitted one monthly Discharge Monitoring Report (DMR) for each of the Village's four Combined Sewer Overflow (CSO).

The following capital improvement projects and engineering studies are underway:

**Chicago Avenue Watermain Phase 2 – Chicago Ave. from Washington to Stough**

This project is scheduled for completion in 2021. The Village's engineering consultant, HR Green, is completing separate plans for watermain construction and the IDOT Surface Transportation Funded (STP) resurfacing. Since the STP funding requires more IDOT review, the watermain construction was developed as a separate project so that it could be bid earlier, before the IDOT review completion and approval.

**Eighth Street Reconstruction**

Staff has received Requests for Proposal (RFPs) for engineering services for the design and construction observation for the reconstruction of E. Eighth Street from Garfield Street to County Line Road. This project is part of the Master Infrastructure Plan.

**Other Engineering Activities**

**IDOT 47<sup>th</sup> Street Resurfacing**

Beginning in 09/29/20, IDOT has been replacing the road median, overlaying the 47<sup>th</sup> Street concrete pavement with asphalt, and upgrading sidewalks to current ADA standards from east of County Line Road in Hinsdale to Wolf Road in Western Springs.

### **BNSF Bridge Improvements over I-294**

BNSF has completed construction of the railroad tracks for the shoofly. Train traffic has been transferred to the shoo-fly. Demolition of the isolated mainline tracks and bridge have begun. This demolition is expected to be completed in December 2020.

The Tollway has a live camera view of the construction at:

<https://www.illinoistollway.com/projects/tri-state/bnsf-bridge>

### **Tollway/Flagg Creek Water Reclamation District (FCWRD) Interceptor Relocation**

As part of the Tri-State Tollway Improvements, the FCWRD interceptor must be relocated to allow for the Tollway expansion. This relocation will occur in the Tollway right of way (ROW) from I-55 to Ogden Avenue. Shoulder closures and work zone speed limits will be put in place on I-294 in the impacted area beginning last April 2020. The work will proceed from south to north. Relocations which impact the Village of Hinsdale (in the vicinity of Mills Street) is not expected to occur until Fall of 2020.

### **Telecommunications Permit Applications**

Staff and our telecom consultant continue to review telecommunications permit applications and their potential to impact 5G introduction in Hinsdale. Staff has yet to receive any formal applications for 5G small cell equipment. The following is a summary of the telecommunications permit applications in 2020:

Company	Location	Description	Approval Status	Approval Date
T-Mobile	Hinsdale Water Tower	Upgrade antenna & other equipment to 5G broadband	Pending	
Verizon	W. First Street, Harrison Place	Place 2" HDPE conduit & handholes	Pending	
Verizon	S Lincoln, W 9 <sup>th</sup> , S Grant, & 55 <sup>th</sup> Street	Place 2" HDPE conduit & handholes	Approved	10/05/20
Verizon	S. Madison St. & 55 <sup>th</sup> Street	Place 2" HDPE conduit	Approved	07/29/20
Sprint	Hinsdale Hospital	Install fiber optic lines for existing equipment	Approved	02/28/20

All private utility construction permits can be viewed on the Village website under Departments > Public Services & Engineering > Private Utility Construction



## MEMORANDUM

### **ComEd**

On 09/03/20, ComEd engineers met with Staff to discuss install a new supply line from their transformer station at Symonds Drive & N. Park Street to S. Grant Street. Their original plan was to directionally bored south across the BNSF railroad tracks and west in the BNSF right of way to the vicinity of S. Grant Street. Staff rejected this route since it required trenching through the Central Business District on Hinsdale Avenue in the 4Q20. ComEd is investigating a route north of the BNSF railroad tracks on Symonds Drive and Chicago Avenue to Vine Street.

**State and Federal Funding Opportunities** A summary of the Grant Funds awarded or applied for by the Village of Hinsdale is attached.





## MEMORANDUM

**DATE:** November 3, 2020

**TO:** President Cauley and the Village Board of Trustees

**FROM:** Heather Bereckis, Superintendent of Parks & Recreation

**RE:** October Staff Report

The following is a summary of activities completed by the Parks & Recreation Department during the month of October.

### The Lodge at KLM Park

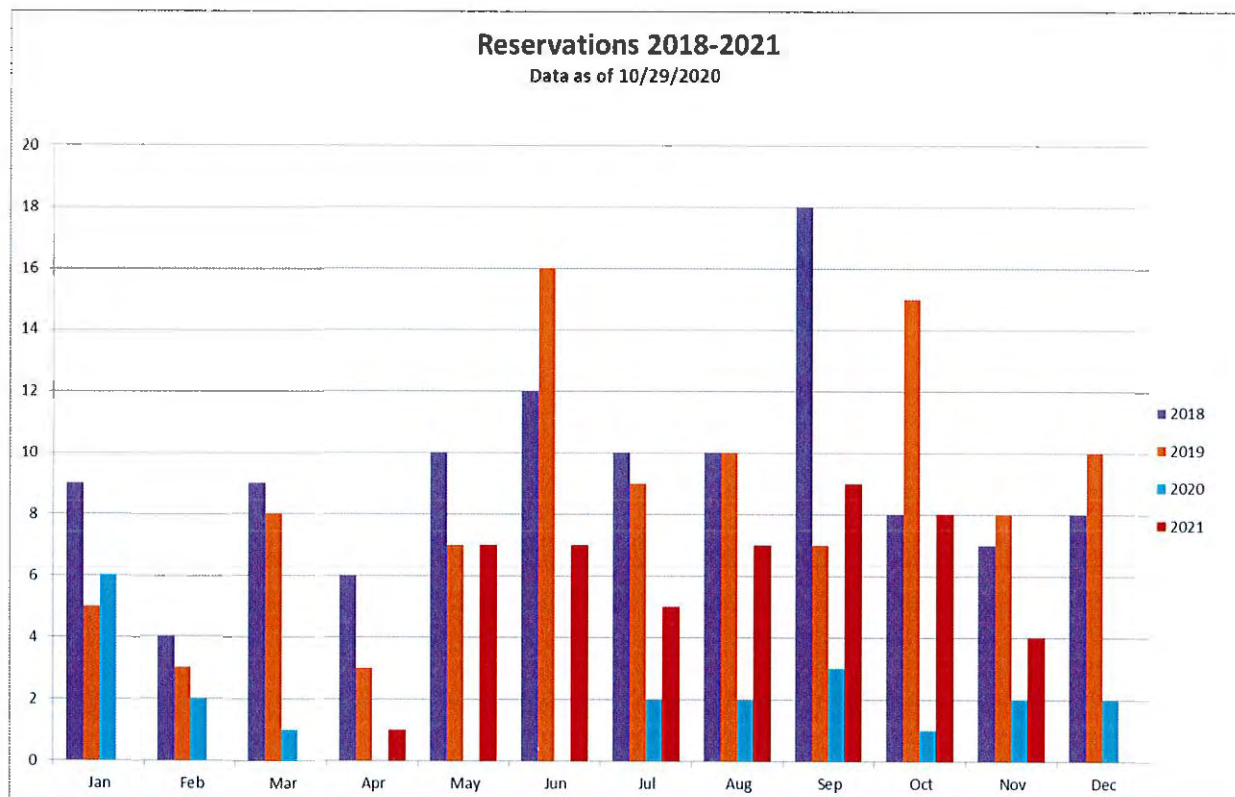
Preliminary gross rental and catering revenue for the calendar year-to-date is \$29,539. Rental revenue for the tenth month of the 2020 calendar year was \$7,140. The Lodge reopened for tours as of June 1<sup>st</sup>, and is now holding small events and outdoor gatherings. Lodge staff booked a reoccurring rental with the D86 Transition Program. The original start date of August 24<sup>th</sup> was pushed back to September 28<sup>th</sup> due to additional COVID19 guidelines the school needed to implement. The rental is four days a week (M-TH) from 7am-1:30pm. The school district will be paying a monthly fee for the space.

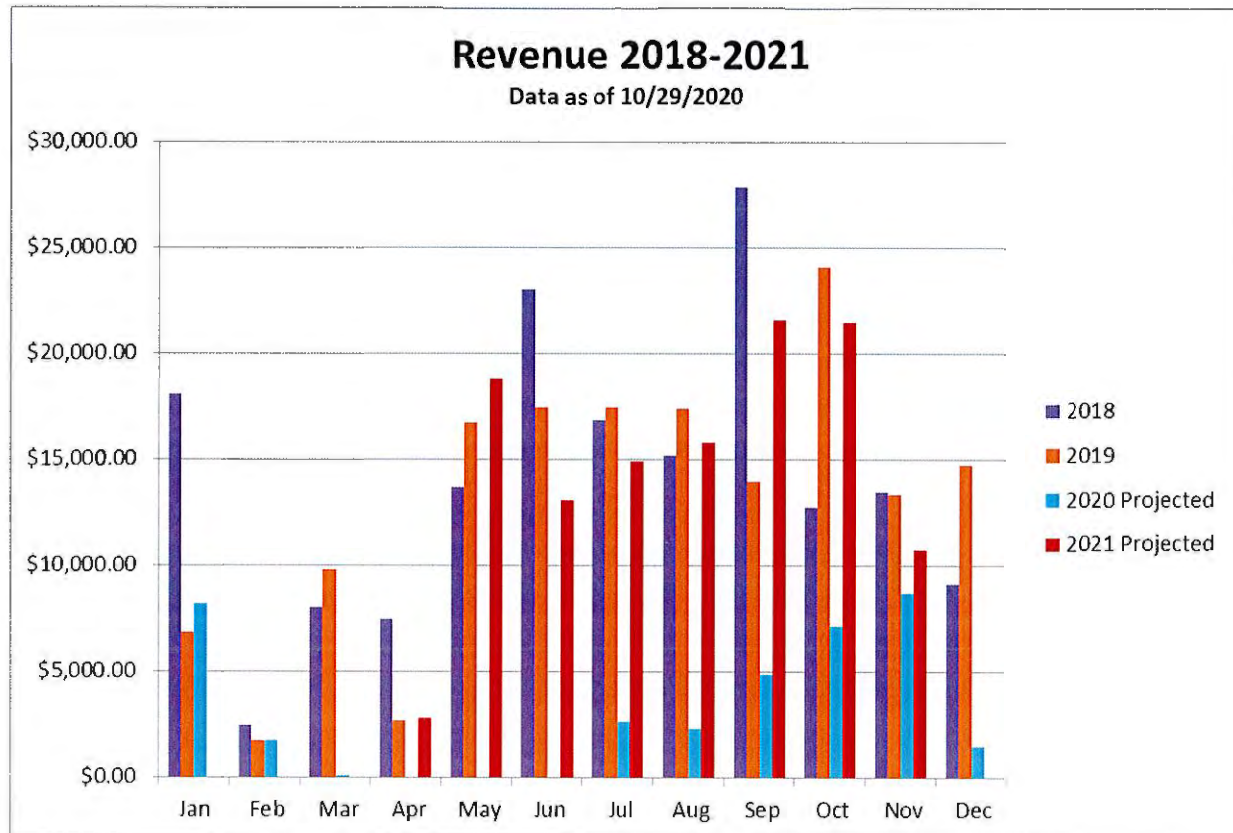
REVENUES	October		YTD		Change Over the Prior year	2020 Annual Budget	CY 20 % of budget	2019-20 Annual Budget	FY 19-20 % of budget
	Prior Year	Current Year	Prior Year	Current Year					
The Lodge Rentals	\$24,085	\$7,140	\$136,831	\$26,700	(\$110,131)	\$145,000	18%	\$150,000	91%
Caterer's Licenses	\$0	\$0	\$11,500	\$2,839	(\$8,661)	\$15,000	19%	\$15,000	77%
<b>Total Revenues</b>	\$24,085	\$7,140	\$148,331	\$29,539	(\$118,792)	\$160,000	18%	\$165,000	90%
EXPENSES	October		YTD		Change Over the Prior year	2020 Annual Budget	CY 20 % of budget	2019-20 Annual Budget	FY 19-20 % of budget
	Prior Year	Current Year	Prior Year	Current Year					
<b>Total Expenses</b>	\$16,079	\$5,784	\$163,455	\$88,452	(\$75,003)	\$167,220	53%	\$236,243	69%
<b>Net</b>	\$8,006	\$1,356	(\$15,124)	(\$58,913)	(\$43,789)				

## MEMORANDUM

The Lodge 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	2019/20 FY	2020 CY
May	\$ 8,561	\$ 8,801	\$ 16,796	\$ 13,745	\$ 16,000	\$ 12,200	\$ 9,725	\$ 13,675	\$ 16,744	\$
June	\$ 11,156	\$ 10,745	\$ 26,818	\$ 17,450	\$ 22,770	\$ 22,845	\$ 12,495	\$ 23,045	\$ 17,494	\$ -
July	\$ 13,559	\$ 9,786	\$ 18,650	\$ 12,909	\$ 27,475	\$ 12,550	\$ 15,000	\$ 16,874	\$ 17,466	\$ 2,625
August	\$ 17,759	\$ 18,880	\$ 19,579	\$ 25,350	\$ 24,775	\$ 11,500	\$ 18,555	\$ 15,205	\$ 17,395	\$ 2,000
September	\$ 14,823	\$ 14,498	\$ 12,137	\$ 24,510	\$ 15,250	\$ 12,645	\$ 15,410	\$ 27,860	\$ 13,980	\$ 4,860
October	\$ 16,347	\$ 15,589	\$ 14,825	\$ 23,985	\$ 25,580	\$ 21,045	\$ 15,180	\$ 12,770	\$ 24,085	\$ 7,140
November	\$ 8,256	\$ 11,612	\$ 8,580	\$ 14,724	\$ 14,825	\$ 6,700	\$ 12,500	\$ 13,450	\$ 13,365	
December	\$ 8,853	\$ 10,265	\$ 13,366	\$ 17,290	\$ 17,200	\$ 13,457	\$ 8,125	\$ 9,125	\$ 14,774	
January	\$ 1,302	\$ 4,489	\$ 250	\$ 8,450	\$ 2,850	\$ 4,624	\$ 18,089	\$ 6,855		\$ 8,475
February	\$ 2,301	\$ 6,981	\$ 7,575	\$ 3,120	\$ 2,400	\$ 4,550	\$ 2,495	\$ 1,725		\$ 1,100
March	\$ 2,506	\$ 7,669	\$ 4,245	\$ 6,725	\$ 8,945	\$ 5,944	\$ 8,045	\$ 9,804		\$ 500
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	\$ 135,303	\$ 26,700

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. 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 from the 2020 CY, including the addition of Search Engine Optimization (SEO) and progressive marketing through The Knot. The committee is now working on reviewing charges for caterers and single use vendors. A stub year on vendor licenses was implemented, so they align with the new calendar year budget, and then a full 12 months starting in January 2021.

### Upcoming Brochure & Activities

The winter/spring brochure will be released digitally on November 30<sup>th</sup>, with registration beginning in December 7<sup>th</sup>. Postcards will be delivered to all Hinsdale households during the week of November 30<sup>th</sup> - December 4<sup>th</sup>.

Staff recently released a monthly parks & recreation e-newsletter. The newsletter will keep subscribers informed on current parks & recreation events, programs, registration deadlines, facilities, donation opportunities, and any other important announcements. There are also fun sections highlighting parks, staff, and at home activities for families to complete.



## MEMORANDUM

### **Special Events**

The Hinsdale Family Fall Festival was held at KLM Park this year, on Saturday October 17<sup>th</sup> from 11am-2pm. While the event was free, attendees were required to reserve a time slot to attend. A one-way path was highlighted; attendees were able to receive a pumpkin, goody bag, photos by the Hinsdalean, and costume judging by the Chamber of Commerce. Staff was able to secure sponsors for this event to cover costs. The weather the day of the event was cold and windy, but the event was still well attended.

Upcoming events include Socially Distant Photos with Santa on December 5<sup>th</sup> & 6<sup>th</sup> and carriage rides in the Central Business District on December 12<sup>th</sup> & 19<sup>th</sup>. Both events are currently sold out!

November will see a pop-up Thanksgiving themed event this year called the Hinsdale Turkey Trail. Community members can search for giant turkeys throughout town, color photos of turkeys to be placed in Kramer's grocery store windows, and color their own turkey to hang up at home for others to search and find!

### **Field & Park Updates**

Fall field use is slowing down and staff will begin winterizing park bathrooms, as well as storing goals and other field equipment in the upcoming weeks. Staff will begin preparing for the Ice Rink at Burns Field in the upcoming month.

### **Pool Updates**

The pool closed on Monday September 7<sup>th</sup>, 2020. A complete end of season financial report will be presented at the Parks & Recreation commission meeting in November.