

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. 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/yx9g9enh>

Passcode: 293123

or from Zoom App: Webinar ID: 838 9199 4409

Passcode: 293123

or join by phone: 1 312 626 6799

Webinar ID: 838 9199 4409

Passcode: 293123

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 17, 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 November 3, 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 **.)*

Administration & Community Affairs (Chair Hughes)

- a) Approve an Ordinance Levying Taxes for Corporate Purposes for the Fiscal Year of the Village of Hinsdale, Illinois Commencing on January 1, 2020 and Ending on December 31, 2020 in the aggregate amount of \$ 14,071,013.
- b) Approve a Resolution abating the tax hereto levied for the year 2020 to pay the principal of and interest on \$5,000,000 General Obligation Bonds (Alternate Revenue Source), Series 2012A, of the Village of Hinsdale, DuPage and Cook Counties, Illinois.
- c) Approve a Resolution abating the tax hereto levied for the year 2020 to pay the principal of and interest on \$2,710,000 General Obligation Refunding Bonds (Library Fund Tax Alternate Revenue Source), Series 2013A, of the Village of Hinsdale, DuPage and Cook Counties, Illinois.
- d) Approve a Resolution abating the tax hereto levied for the year 2020 to pay the principal of and interest on \$2,025,000 General Obligation Bonds (Waterworks and Sewerage System Alternate Revenue Source), Series 2014A, of the Village of Hinsdale, DuPage and Cook Counties, Illinois.
- e) Approve a Resolution abating the tax hereto levied for the year 2020 to pay the principal of and interest on \$5,000,000 General Obligation Bonds (Alternate Revenue Source), Series 2014B, of the Village of Hinsdale, DuPage and Cook Counties, Illinois.
- f) Approve a Resolution abating the tax hereto levied for the year 2020 to pay the principal of and interest on \$9,775,000 General Obligation Bonds (Alternate Revenue Source), Series 2017A, of the Village of Hinsdale, DuPage and Cook Counties, Illinois.
- g) Approve a Resolution abating the tax hereto levied for the year 2020 to pay the principal of and interest on \$20,000,000 General Obligation Bonds (Alternate Revenue Source), Series 2018A, of the Village of Hinsdale, DuPage and Cook Counties, Illinois.
- h) Approve the Issuance of Blanket Purchase Orders Totaling \$104,600

Environment & Public Services (Chair Byrnes)

- i) Award engineering services for the 2022 S. Garfield Reconstruction Project to Rempe-Sharpe & Associates, Inc. in an amount not to exceed \$226,807

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 31, 2020 through November 13, 2020, in the aggregate amount of \$4,208,448.09 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) 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 (First Reading – November 3, 2020)

Zoning & Public Safety (Chair Stifflear)

- c) Approve the purchase of one (1) new Police patrol fleet vehicle in the amount of \$36,573
(First Reading – November 3, 2020)

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 Authorizing Dissolution of the West Suburban Mass Transit District****
- b) Approve a contract with JLD Consulting Group, LLC in an amount not to exceed \$5,500 per month starting December 1, 2020 and ending November 30, 2021****

10. DISCUSSION ITEMS

- a) Tollway update

11. DEPARTMENT AND STAFF REPORTS

- a) Public Services
- b) Community Development

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
November 3, 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, November 3, 2020 at 7:30 p.m., roll call was taken.

Present: President Tom Cauley

Participating by telephone: Trustees Matthew Posthuma, Scott Banke, Luke Stifflear, Laurel Haarlow and Neale Byrnes

Absent: Trustee Gerald J. Hughes

Participating by telephone: Village Manager Kathleen A. Gargano, Assistant Village Manager/Director of Public Safety Brad Bloom, Police Chief Brian King, Fire Chief John Giannelli, Finance Director Darrell Langlois, Director of Community Development/Building Commissioner Robb McGinnis, Director of Public Services George Peluso, Village Engineer Dan Deeter, 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 20, 2020

There being no changes or corrections to the draft minutes, Trustee Posthuma moved to **approve the draft minutes of the regular meeting of October 20, 2020, as presented.** Trustee Byrnes seconded the motion.

AYES: Trustees Posthuma, Stifflear, Haarlow and Byrnes

NAYS: None

ABSTAIN: Trustee Banke

ABSENT: Trustee Hughes

Motion carried.

VILLAGE PRESIDENT'S REPORT

President Cauley commended Superintendent of Parks & Recreation Heather Bereckis and her staff for their work creating interesting activities for kids and their parents during the pandemic. He noted the Hinsdale Turkey Trail and a turkey coloring page, and said more details for these programs can be found on the Village website.

The Governor has instituted new restrictions on business and restaurants in response to rising COVID-19 numbers. With these new restrictions in place it is important to support local business. He complemented the Economic Development Commission on their efforts to encourage this effort; and called attention to the Shop Local campaign beginning November 1, and a new Secret Santa campaign.

He reported COVID-19 cases continue to increase, and although hospital admissions have also risen, currently there are no capacity restraints.

APPOINTMENTS TO BOARDS & COMMISSIONS

President Cauley introduced the item and provided background for the new candidate noting Mr. Hurley had also been recommended by two members of the Plan Commission. He asked for a motion to approve the following appointment:

Plan Commission

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

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

AYES: Trustees Posthuma, Banke Stifflear, Haarlow and Byrnes

NAYS: None

ABSTAIN: None

ABSENT: Trustee Hughes

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

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**

Trustee Byrnes introduced the item and explained that one bidder came in way below the others, but analysis of the bid determined that requested observation hours were not

included, and therefore could not meet the project requirements. Staff is recommending Rempe-Sharpe because they have worked for the Village in the past.

He reported Eighth Street is the last 'poor' street to be addressed, and although it is currently concrete, it will be replaced with asphalt. Village Engineer Dan Deeter said the design is not finished, but the design should be out to bid early next year. He estimates the project at about \$2 million.

Trustee Haarlow wondered whether or not the road should be concrete since that is what it is now. Discussion followed regarding truck traffic and total traffic volume. Mr. Deeter reported concrete would be 1.5-2 times the cost, however, the life span of concrete could be as much as 75 years, as opposed to the 15 years of a bituminous residential roadway. Both estimates depend on traffic. Staff confirmed one 4" water main will be replaced between Oak Street and County Line Road.

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

Zoning & Public Safety (Chair Stifflear)

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

Trustee Stifflear introduced the item and explained in September 2020, a squad car was involved in a crash, and the car was totaled. This vehicle was scheduled to be replaced in 2021 or 2022. IRMA will pay \$12,950 toward the replacement, and the cost to the Village will be \$14,623. Funds are available in the capital improvement account.

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

CONSENT AGENDA

Administration & Community Affairs (Chair Hughes)

- a) Trustee Banke moved **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.** Trustee Posthuma seconded the motion.

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

NAYS: None

ABSTAIN: None

ABSENT: Trustee Hughes

Motion carried.

The following items were approved by omnibus vote:

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**

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

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

NAYS: None

ABSTAIN: None

ABSENT: Trustee Hughes

Motion carried.

SECOND READINGS / NON-CONSENT AGENDA – ADOPTION

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*)

In the absence of Trustee Hughes, President Cauley introduced the item stating this is an annual Board action required by the Truth in Taxation Act.

Trustee Stifflear moved to **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**. Trustee Byrnes seconded the motion.

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

NAYS: None

ABSTAIN: None

ABSENT: Trustee Hughes

Motion carried.

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*)

Trustee Stifflear introduced the item for a property located in the O2 limited office district. This is a three-story building approved as a planned development in 2009. The first major adjustment changed the third floor of the building from lifestyle to medical office. This second major adjustment will again change the third floor use to all O2 permitted and special uses. He said this is consistent with the zoning map, and will make the uses in the building consistent.

Trustee Stifflear moved to **Approve an Ordinance Approving a Second Major Adjustment to the Planned Development at 111 S. Lincoln Street.** Trustee Banke seconded the motion.

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

NAYS: None

ABSTAIN: None

ABSENT: Trustee Hughes

Motion carried.

DISCUSSION ITEMS

a) Tollway update

Assistant Village Manager/Director of Public Safety Brad Bloom reported the 'shoofly' or temporary tracks over I-294 have been completed, and work to demolish the old bridge will begin next week. This will require overnight work that cannot be prevented, as this will take place outside Village jurisdiction and authority. However, any complaints of noise will be brought to the attention of the Tollway Authority.

Trustee Byrnes reported discussion regarding the design of the pedestrian bridge continues. He explained that one of the design factors is what the form liner should be made of, recommending stonework to mimic nearby Oak Street Bridge. This would be more attractive, but comes at a cost of \$25,000. Mr. Bloom illustrated the options for the Board. Trustee Byrnes also pointed out that the original plan included metal bars over the tollway, but Western Springs is concerned people will drop things onto the roadway. The solution is chain link fence. This matter has not been finalized.

President Cauley commented with respect to the materials used for the form liner, it won't break the bank, it will be here for a long time, and it will be more aesthetically pleasing. Trustee Stifflear added that this Board has taken on a lot of beautification efforts, which residents appreciate. Due to the proximity of this walkway to the Oak Street bridge, he believes the extra money will confirm this commitment to aesthetic consistency.

The Board expressed concern about the chain link fence, and discussed more attractive alternatives. Staff will ask the tollway to look into other options. Mr. Bloom cautioned that the \$25,000 for the stone form liner is an estimate, and a final decision can be made when the bids come in. Mr. Bloom pointed out that we have to come to agreement with Western Springs on the chain link matter because maintenance costs are split. The Board agreed that if we have to have a chain link fence, it likely doesn't make sense to invest \$25,000 on the stone form liner.

DEPARTMENT AND STAFF REPORTS

a) Engineering

b) Parks & Recreation

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

Village Manager Kathleen Gargano reported that last Friday the Police Department did an exceptional job following a tip that an individual was pacing on Ogden Avenue over I-294. Officers responded, and found that the reported individual was attempting suicide. Review of the video clearly shows our officers did an exemplary job taking charge and containing the situation. They saved a life, and this individual was then transported to the hospital. The training our officers receive proved invaluable. She thanked Sergeant Mark Wodka, Officer Matthew Root, Officer Kevin Berland, and Detective Sergeant Lou Hayes for their fine work, as well as responding officers from Western Springs and Oak Brook.

In addition to President Cauley's earlier remarks, Ms. Gargano added her thanks to Ms. Heather Bereckis and staff who have been using their talents since March to assist with economic development campaigns and efforts.

CITIZENS' PETITIONS

None.

TRUSTEE COMMENTS

None.

ADJOURNMENT

There being no further business before the Board, President Cauley asked for a motion to adjourn to closed session. Trustee Stifflear moved to **adjourn the regularly scheduled meeting of the Hinsdale Village Board of Trustees of November 3, 2020 into closed session under 5 ILCS 120/2(c)(11) litigation, filed or pending before a court or administrative tribunal or when an action is probable or imminent, and not to reconvene.** Trustee Posthuma seconded the motion.

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

NAYS: None

ABSTAIN: None

ABSENT: Trustee Hughes

Motion carried.

Meeting adjourned at 8:10 p.m.

ATTEST: _____
Christine M. Bruton, Village Clerk

Administration

AGENDA SECTION: Presidents Report
SUBJECT: Appointments to Boards and Commissions
MEETING DATE: November 17, 2020
FROM: Christine Bruton, Village Clerk

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:

Economic Development Commission

Ms. Lyn Burgess appointed for a 3-year term through April 30, 2023

Police Pension Board

Mr. Donald Klink reappointed for a 2-year term through April 30, 2022

Mr. Dean Teglia reappointed for a 2-year term through April 30, 2022

Budget Impact

N/A

Village Board and/or Committee Action

N/A

Documents Attached

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

REQUEST FOR BOARD ACTION
Finance

AGENDA SECTION: First Reading – ACA

SUBJECT: Tax Levy Documents

MEETING DATE: November 17, 2020

FROM: Darrell Langlois, Assistant Village Manager/Finance Director

Recommended Motions

1. To approve an Ordinance Levying Taxes for Corporate Purposes for the Fiscal Year of the Village of Hinsdale, Illinois Commencing on January 1, 2020 and Ending on December 31, 2020 in the aggregate amount of \$14,071,013.
2. To approve a Resolution abating the tax hereto levied for the year 2020 to pay the principal of and interest on \$5,000,000 General Obligation Bonds (Alternate Revenue Source), Series 2012A, of the Village of Hinsdale, DuPage and Cook Counties, Illinois.
3. To approve a Resolution abating the tax hereto levied for the year 2020 to pay the principal of and interest on \$2,710,000 General Obligation Refunding Bonds (Library Fund Tax Alternate Revenue Source), Series 2013A, of the Village of Hinsdale, DuPage and Cook Counties, Illinois.
4. To approve a Resolution abating the tax hereto levied for the year 2020 to pay the principal of and interest on \$2,025,000 General Obligation Bonds (Waterworks and Sewerage System Alternate Revenue Source), Series 2014A, of the Village of Hinsdale, DuPage and Cook Counties, Illinois.
5. To approve a Resolution abating the tax hereto levied for the year 2020 to pay the principal of and interest on \$5,000,000 General Obligation Bonds (Alternate Revenue Source), Series 2014B, of the Village of Hinsdale, DuPage and Cook Counties, Illinois.
6. To approve a Resolution abating the tax hereto levied for the year 2020 to pay the principal of and interest on \$9,775,000 General Obligation Bonds (Alternate Revenue Source), Series 2017A, of the Village of Hinsdale, DuPage and Cook Counties, Illinois.
7. To approve a Resolution abating the tax hereto levied for the year 2020 to pay the principal of and interest on \$20,000,000 General Obligation Bonds (Alternate Revenue Source), Series 2018A, of the Village of Hinsdale, DuPage and Cook Counties, Illinois.

Background

In order to comply with the regulations under the Truth in Taxation Act, on November 3, 2020 the Village Board passed a resolution requesting the levying of property taxes in the aggregate amount of \$10,882,381. The attached tax levy documents include the ordinance that will actually levy the taxes for Tax Levy Year 2020 (received in 2021) as well as six (6) separate resolutions that will abate the property tax levy associated with six different bond issues since the Village has pledged alternative revenue source for the debt service payments that is payable on these bond issues. Please note the amount of taxes that will actually be levied is subject to change depending the final levy to be adopted by the Library. Should any change in the Library levy occur, this will be adjusted prior to the second reading taking place.

Discussion & Recommendation

Attached please find a background memorandum that provides summary information as well as the tax levy request and Municipal Compliance Reports from the Police Pension Fund and Firefighters' Pension Fund.

Budget Impact

Property tax revenue provides funding for 35.9% of General Fund operations and 97.6% of Library operations.

Village Board and/or Committee Action

N/A

Documents Attached

1. Tax levy ordinance
2. Six different abatement resolutions
3. Summary memorandum
4. Tax Levy Request from the Police and Firefighters' Pension Funds

VILLAGE OF HINSDALE

ORDINANCE NO. O2020-

**AN ORDINANCE LEVYING TAXES FOR CORPORATE PURPOSES FOR THE
FISCAL YEAR OF THE VILLAGE OF HINSDALE, ILLINOIS, COMMENCING
ON JANUARY 1, 2020 AND ENDING ON DECEMBER 31, 2020**

WHEREAS, the President and Board of Trustees of the Village of Hinsdale, Cook and Du Page Counties and State of Illinois, did on March 3, 2020, adopt and approve Hinsdale Ordinance No.O2020-04, the Annual Appropriation Ordinance for the Village for the fiscal year commencing January 1, 2020 and ending December 31, 2020 the amount of such appropriations being the aggregate sum of \$63,778,495, and

WHEREAS, the Corporate Authorities of the Village of Hinsdale have ascertained that the total amount of appropriations budgeted for in 2020 and amounts deemed necessary to defray additional expenses and liabilities for all corporate purposes to be provided for by the tax levy for the fiscal year commencing January 1, 2020, and ending December 31, 2020, amounts to \$14,071,013 and

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

Section 1. Recitals. The foregoing recitals are hereby incorporated into this Ordinance as findings of the President and Board of Trustees.

Section 2. Tax Levy. There shall be and is hereby levied on all taxable property within the corporate limits of the Village of Hinsdale for the fiscal year commencing January 1, 2020, and ending December 31, 2020, the sum of \$14,071,013 for General Corporate purposes including Police Protection, Fire Protection, Recreation Programs for Handicapped, Debt Service Fund, Police Pension Fund, Firefighters Pension Fund and Library Funds, making a combined levy of \$14,071,013 as set forth in the attached Exhibit A, which Exhibit A is by this reference hereby fully incorporated into and made a part of this Ordinance.

Section 3. Unexpended Balance. Any unexpended balance of any item or items levied in and by this Ordinance may be expended in making up any deficiency in any items under the same general budget and levy for the same general purpose.

Section 4. Filing with County Clerk. The Village Clerk is hereby authorized and directed to file a certified copy of this Ordinance with the County Clerk of Cook County, Illinois, and the County Clerk of DuPage County, Illinois, prior to December 31, 2020, and in accordance with law, so that said tax may be extended and collected according to law.

Section 5. Severability. Should any clause, sentence, paragraph, or part of this Ordinance be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the Ordinance as a whole or of any part of this Ordinance other than the part so declared to be invalid.

Section 6. Effective Date. This Ordinance shall be in full force and effect immediately on, and after, its passage by a vote of two-thirds of all Corporate Authorities now holding office and approval, the Corporate Authorities hereby finding and declaring that the matters contained herein are matters of urgency. The Village Clerk is hereby authorized and directed to immediately cause this Ordinance to be published in pamphlet form in the manner provided by law.

PASSED this 8th day of December 2020.

AYES:

NAYS:

ABSENT:

APPROVED this 8th day of December 2020.

Thomas Cauley, Village President

ATTEST:

Christine Bruton, Village Clerk

Exhibit A - 2020 Tax Levy Ordinance

Corporate Fund - 100

Finance and Administration-Department 11

	<u>Appropriation</u>	<u>Tax Levy Amount</u>
7001 Full-Time Salaries	1,173,451	
7003 Part-Time Salaries	40,616	
7005 Longevity Pay	1,300	
7009 Vehicle Allowance	14,000	
7011 Overtime	10,000	
7023 Water Fund Cost Allocation	(837,643)	
7101 Social Security	68,904	
7103 Medicare	17,971	
7105 IMRF	140,491	
7111 Health Insurance	151,212	
7113 Dental Insurance	3,955	
7115 Life Insurance	2,838	
7131 Tuition Reimbursement	11,500	
7133 Mileage Reimbursement	200	
7135 Brd of Police/Fire Comm.	11,850	
7137 Employment Advertising	3,500	
7139 Personnel Expenses	2,900	
7141 Staff Development & Training	25,700	
7143 Membership Dues/Subscriptions	25,475	
7149 Village-Wide Employee Relations	11,800	
7201 Legal Expenses	250,000	
7207 Auditing Services	33,463	
7209 Accounting Services	5,000	
7211 Actuarial Services	16,400	
7213 Consulting Services	15,600	
7215 Tollway /Lobbying Expenditures	146,500	
7221 IT Service Contract	180,000	
7223 IT Contracts & Service Agreements	120,096	
7225 Utility Billing Expenses	15,600	
7227 Vehicle License Expenses	13,300	
7231 Telecommunications	15,270	
7233 Cable/Internet	18,800	
7249 Record Retention & Doc Mgmt	1,500	
7251 Recording Fees-County	3,000	
7269 Parking System Expenses	2,200	
7299 Other Services	10,840	
7301 Postage	16,500	
7303 Office Supplies	12,700	
7305 Breakroom Supplies	1,500	
7307 Printing and Publications	12,650	
7391 Computer Hrdwre, Software, Supplies	101,600	
7405 Comp./Off. Equip. Maint.	21,576	
7501 Plan Commission	1,000	
7503 Historical Preservation Comm.	10,000	
7505 Economic Development Comm.	90,000	
7507 Ceremonial & Special Events	1,500	
7513 Bank Fees	65,550	
7523 IRMA Premiums	21,198	
7525 Self-Insured Deductible	10,000	
7591 Contingency	150,000	
7740 Transfer to MIP Projects Fund	1,920,000	

Corporate Fund - 100**Finance and Administration-Department 11 (cont)****Appropriation****Tax Levy
Amount**

7901	General Equipment	63,500	
7903	Computer Equipment	436,990	
7909	Buildings	167,000	
Total Finance and Administration		4,830,852	0

Corporate Fund - 100**Police Department - Department 21****Appropriation****Tax Levy
Amount**

7001	Full-Time Salaries	2,619,275	2,619,275
7003	Part-Time Salaries	127,891	
7005	Longevity Pay	6,900	
7009	Vehicle Allowance	1,400	
7011	Overtime	250,000	159,699
7013	Reimbursable Overtime	50,000	
7023	Water Fund Cost Allocation	(20,168)	
7101	Social Security	23,340	
7103	Medicare	44,304	
7105	IMRF	36,464	
7107	Police Pension Contributions	669,252	
7111	Health Insurance	411,571	
7113	Dental Insurance	12,795	
7115	Life Insurance	5,183	
7133	Mileage Reimbursement	1,100	
7139	Personnel Expenses	500	
7141	Staff Development & Training	25,500	
7143	Membership Dues/Subscriptions	14,700	
7145	Uniforms	34,417	
7149	Employee Recog & Relations	1,000	
7213	Consulting Services	2,300	
7223	Data Processing Services	47,082	
7231	Telecommunications	38,000	
7233	Cable/Internet	2,840	
7235	Electric	650	
7237	Natural Gas	6,220	
7239	FLAGG Creek Sewer Charge	300	
7241	Custodial Services	28,791	
7247	Licenses & Permits	1,400	
7249	Record Retention & Doc Mgmt	3,200	
7263	Dispatch Services	306,392	
7269	Parking System Expenses	17,500	
7277	Contribution to Other Agencies	23,120	
7276	CALEA Accreditation Fee	4,745	
7301	Postage	1,000	
7303	Office Supplies	7,600	
7307	Printing and Publications	4,200	
7311	Gasoline & Oil	47,500	
7327	Building & Maintenance Supplies	2,400	
7341	Citizen's Police Academy	250	
7343	Range Supplies	8,800	
7351	Emergency Management Supplies	1,250	
7353	Medical/Safety Supplies	2,100	

Corporate Fund - 100**Police Department - Department 21 (cont)**

	<u>Appropriation</u>	<u>Tax Levy Amount</u>
7359 Police Department Supplies	9,850	
7391 Computer Hrdwre, Software, Supplies	11,383	
7401 Building Maintenance	18,750	
7403 General Equipment Maintenance	2,000	
7405 Comp./Off. Equip. Maint.	8,440	
7407 Motor Vehicle Maintenance	19,000	
7409 Radio Maintenance	1,408	
7417 Parking System Maintenance	1,000	
7523 IRMA Premiums	42,205	
7525 Self-Insured Deductible	40,000	
7901 General Equipment	270,000	
7903 Computer Equipment	89,500	
7907 Motor Vehicles	88,000	
7591 Contingency	273,730	
Total Police Department	5,748,329	2,778,974

Corporate Fund - 100**Fire Department - Department 31**

	<u>Appropriation</u>	<u>Tax Levy Amount</u>
7001 Full-Time Salaries	2,444,519	2,444,519
7003 Part-Time Salaries	47,712	47,712
7005 Longevity Pay	11,100	
7009 Vehicle Allowance	5,600	
7011 Overtime	213,000	213,000
7013 Reimbursable Overtime	10,000	
7023 Water Fund Cost Allocation	(20,168)	
7101 Social Security	16,073	
7103 Medicare	39,468	
7105 IMRF	20,403	
7109 Firefighters' Pension Contributions	1,127,027	
7111 Health Insurance	356,167	73,743
7113 Dental Insurance	10,153	
7115 Life Insurance	4,944	
7139 Personnel Expenses	600	
7141 Staff Development & Training	22,150	
7143 Membership Dues/Subscriptions	8,910	
7145 Uniforms	20,500	
7149 Employee Recog and Relations	500	
7231 Telecommunications	16,000	
7233 Cable/Internet	840	
7235 Electric	300	
7237 Natural Gas	6,720	
7241 Custodial Services	3,000	
7247 Licenses & Permits	800	
7249 Record Retention & Doc Mgmt	320	
7263 Dispatch Services	166,900	
7301 Postage	1,000	
7303 Office Supplies	4,900	
7305 Breakroom Supplies	700	
7307 Printing and Publications	900	
7311 Gasoline & Oil	11,800	
7313 Motor Vehicle Supplies	250	

Corporate Fund - 100**Fire Department - Department 31 (cont)**

	<u>Appropriation</u>	<u>Tax Levy Amount</u>
7327 Building & Maintenance Supplies	6,950	
7329 Tools & Hardware	8,000	
7351 Emergency Management Supplies	2,000	
7353 Medical/Safety Supplies	10,885	
7355 Hazmat Supplies	4,350	
7357 Fire Department Supplies	8,145	
7391 Computer Hrdwre, Software, Supplies	9,800	
7401 Building Maintenance	15,000	
7403 General Equipment Maintenance	10,195	
7405 Comp./Off. Equip. Maint.	4,812	
7407 Motor Vehicle Maintenance	47,650	
7409 Radio Maintenance	10,000	
7423 Water System Maintenance	19,700	
7523 IRMA Premiums	38,908	
7525 Self-Insured Deductible	20,000	
7901 General Equipment	200,000	
7907 Motor Vehicles	43,000	
7591 Contingency	250,624	
Total Fire Department	5,263,106	2,778,974

Corporate Fund - 100**Public Services Department - Department 41**

	<u>Appropriation</u>	<u>Tax Levy Amount</u>
7001 Full-Time Salaries	1,321,200	
7003 Part-Time Salaries	59,697	
7005 Longevity Pay	4,200	
7009 Vehicle Allowance	8,400	
7011 Overtime	65,000	
7023 Water Fund Cost Allocation	(139,819)	
7101 Social Security	85,055	
7103 Medicare	20,206	
7105 IMRF	156,179	
7111 Health Insurance	210,734	
7113 Dental Insurance	7,264	
7115 Life Insurance	2,797	
7139 Personnel Expenses	500	
7141 Staff Development & Training	7,220	
7143 Membership Dues/Subscriptions	8,915	
7145 Uniforms	14,140	
7147 Overtime Meals	2,200	
7203 Engineering & Architects	10,000	
7205 Biennial Bridge Inspections	5,000	
7213 Consulting Services	5,000	
7231 Telecommunications	8,600	
7235 Electric	105,600	
7237 Natural Gas	31,000	
7239 Flagg Creek Sewer Charge	1,500	
7241 Custodial Services	55,750	
7245 Dumping/Refuse Removal	17,490	
7247 Licenses & Permits	260	
7253 Street Sweeping	57,000	

Corporate Fund - 100**Public Services Department - Department 41 (cont)****Appropriation****Tax Levy
Amount**

7255	Mosquito Abatement	55,496	
7257	Tree Removals	74,717	
7259	Tree Pruning	73,906	
7261	Elm/Ash Tree Treatments	172,130	
7267	Third Party Review	55,000	
7271	Equipment Rental	1,000	
7275	Holiday Decorating	10,060	
7299	Other Services	4,300	
7301	Postage	1,100	
7303	Office Supplies	2,825	
7305	Breakroom Supplies	1,100	
7307	Printing and Publications	875	
7311	Gasoline & Oil	21,025	
7313	Motor Vehicle Supplies	1,300	
7323	Chemicals	111,500	
7325	Laboratory Supplies	75	
7327	Building Maintenance Supplies	6,200	
7329	Tools & Hardware	12,460	
7331	Trees	107,055	
7353	Medical/Safety Supplies	600	
7391	Computer Hrdwre, Software, Supplies	4,500	
7401	Building Maintenance	62,880	
7403	General Equipment Maintenance	5,100	
7405	Comp./Off. Equip. Maint.	5,240	
7407	Motor Vehicle Maintenance	32,720	
7409	Radio Maintenance	1,800	
7411	Landscaping & Grounds Maint	66,735	
7413	Street & Sidewalk Maintenance	56,974	
7415	Traffic & Street Light Maint	52,500	
7427	Parking Deck Maintenance	20,000	
7523	IRMA Premiums	30,064	
7525	Self-Insured Deductible	40,000	
7901	General Equipment	12,500	
7907	Motor Vehicles	173,000	
7909	Buildings	395,000	
7913	Parking Lots	40,000	
7591	Contingency	192,141	
Total Public Services Department		4,034,966	0

Corporate Fund - 100**Community Dev. Department - Department 51****Appropriation****Tax Levy
Amount**

7001	Full-Time Salaries	599,519	
7003	Part-Time Salaries	94,083	
7005	Longevity Pay	1,900	
7009	Vehicle Allowance	4,200	
7011	Overtime	5,000	
7023	Water Fund Cost Allocation	(159,793)	
7101	Social Security	42,218	
7103	Medicare	10,218	
7105	IMRF	62,064	
7111	Health Insurance	97,291	
7113	Dental Insurance	2,360	
7115	Life Insurance	275	
7133	Mileage Reimbursement	100	
7139	Personnel Expenses	216	

Corporate Fund - 100**Community Dev. Department - Department 51 (cont)**

	<u>Appropriation</u>	<u>Tax Levy Amount</u>
7141 Staff Development & Training	3,250	
7143 Membership Dues/Subscriptions	2,275	
7145 Uniforms	850	
7149 Employee Recog and Relations	250	
7213 Consulting Services	20,000	
7223 Data Processing Services	10,950	
7231 Telecommunications	6,500	
7249 Record Retention & Doc Mgmt	6,000	
7265 Outside Inspectors	31,750	
7267 Third Party Review	10,000	
7301 Postage	3,500	
7303 Office Supplies	6,250	
7305 Breakroom Supplies	200	
7307 Printing and Publications	1,550	
7311 Gasoline & Oil	1,700	
7329 Tools & Hardware	2,050	
7405 Comp./Off. Equip. Maint.	6,900	
7407 Motor Vehicle Maintenance	1,000	
7523 IRMA Premiums	6,657	
7525 Self-Insured Deductible	2,500	
7591 Contingency	44,189	
Total Community Development	927,972	0

Corporate Fund - 100**Parks & Recreation Department - Department 61**

	<u>Appropriation</u>	<u>Tax Levy Amount</u>
7001 Full-Time Salaries	434,102	
7003 Part-Time Salaries	287,191	
7005 Longevity Pay	1,000	
7009 Vehicle Allowance	4,200	
7011 Overtime	6,800	
7023 Water Fund Cost Allocation	(19,677)	
7101 Social Security	45,464	
7103 Medicare	12,971	
7105 IMRF	57,583	
7111 Health Insurance	83,229	
7113 Dental Insurance	3,065	
7115 Life Insurance	845	
7133 Mileage Reimbursement	350	
7137 Employment Advertising	150	
7139 Personnel Expenses	200	
7141 Staff Development & Training	7,565	
7143 Membership Dues/Subscriptions	2,385	
7145 Uniforms	7,940	
7223 Data Processing Services	15,250	
7231 Telecommunications	9,600	
7233 Cable/Internet	3,100	
7235 Electric	62,800	
7237 Natural Gas	24,500	
7239 Flagg Creek Sewer Charge	3,200	
7241 Custodial Services	21,500	
7245 Dumping/Refuse Removal	15,000	
7247 Licenses & Permits	3,775	

Corporate Fund - 100**Parks & Recreation Department - Department 61 (cont)**

	<u>Appropriation</u>	<u>Tax Levy Amount</u>
7271 Equipment Rental	7,050	
7273 Recreation Programming	249,550	78,954
7301 Postage	3,200	
7303 Office Supplies	4,450	
7307 Printing and Publications	47,530	
7311 Gasoline & Oil	8,600	
7323 Chemicals	20,250	
7327 Building Maintenance Supplies	9,500	
7329 Tools & Hardware	2,000	
7353 Medical/Safety Supplies	2,050	
7363 KLM Event Supplies	4,050	
7361 Recreation Supplies	40,200	
7391 Computer Hrdwre, Software, Supplies	1,000	
7399 Non-Capitalized Equipment	17,000	
7401 Building Maintenance	57,918	
7403 General Equipment Maintenance	8,850	
7405 Comp./Off. Equip. Maint.	3,600	
7407 Motor Vehicle Maintenance	1,950	
7411 Landscaping & Grounds Maint	189,300	
7419 Parks Maintenance	2,000	
7513 Bank Fees	11,600	
7523 IRMA Premiums	17,626	
7525 Self-Insured Deductible	5,000	
7901 General Equipment	10,000	
7909 Buildings	1,056,000	
7911 Land/Grounds	291,500	
7591 Contingency	158,293	
Total Parks & Recreation Department	3,324,155	78,954

Foreign Fire Insurance Fund - 210

	<u>Appropriation</u>	<u>Tax Levy Amount</u>
7141 Staff Development and Training	13,000	
7145 Uniforms	5,000	
7391 Comp Hardware, Software, & Supplies	6,000	
7399 Non-Capitalized Equipment	37,000	
7521 Officials Bonds	600	
7591 Contingency for Unforeseen Expenses	6,160	
Total	67,760	0

Debt Service Funds - 300-308

	<u>Appropriation</u>	<u>Tax Levy Amount</u>
7601 Bond Principal Payment	1,975,000	1,810,000
7605 Interest Expense	1,202,758	1,127,570
7607 Bond Paying Agent Fees	2,625	
7591 Contingency for Unforeseen Expenses	159,019	
Total	3,339,402	2,937,570

MIP Infrastructure Projects Fund-400

	<u>Appropriation</u>	<u>Tax Levy Amount</u>
7203 Engineering & Architects	794,500	
7730 Transfer to Debt Service Funds	2,762,299	
7762 Transfer to Water Capital	2,750,000	
7913 Parking Lots	5,035,000	

<u>MIP Infrastructure Projects Fund-400 (cont)</u>		<u>Appropriation</u>	<u>Tax Levy Amount</u>
7915	Street Improvements	2,265,600	
7921	Sidewalks	105,000	
7591	Contingency for Unforeseen Expenses	685,620	
	Total	14,398,019	0

<u>Water & Sewer Oper. Fund - 600</u>		<u>Appropriation</u>	<u>Tax Levy Amount</u>
7001	Full-Time Salaries	624,075	
7005	Longevity Pay	3,700	
7011	Overtime	80,000	
7023	Water Fund Cost Allocation	1,197,761	
7101	Social Security	43,882	
7103	Medicare	10,263	
7105	IMRF	62,709	
7111	Health Insurance	74,471	
7113	Dental Insurance	2,804	
7115	Life Insurance	1,059	
7141	Staff Development & Training	1,250	
7143	Membership Dues/Subscriptions	8,070	
7145	Uniforms	4,200	
7147	Overtime Meals	600	
7201	Legal Expenses	2,500	
7203	Engineering & Architects	4,000	
7223	Data Processing Services	11,100	
7231	Telecommunications	31,000	
7233	Cable/Internet	1,800	
7235	Electric	56,125	
7237	Natural Gas	3,000	
7239	FLAGG Creek Sewer Charges	1,000	
7241	Custodial Services	12,150	
7245	Dumping	18,800	
7299	Other Services	6,209	
7301	Postage	13,873	
7303	Office Supplies	600	
7305	Breakroom Supplies and Coffee	250	
7307	Printing and Publications	2,750	
7311	Gasoline & Oil	10,000	
7321	DWC Cost	4,350,000	
7323	Chemicals	6,500	
7325	Laboratory Supplies	350	
7327	Building and Maintenance Supplies	650	
7329	Tools & Hardware	10,490	
7353	Medical/Safety Supplies	550	
7391	Comp Hardware, Software, & Supplies	100	
7399	Non-Capitalized Equipment	25,000	
7401	Building Maintenance	15,231	
7403	General Equipment Maintenance	11,075	
7405	Comp & Off Equipment Maintenance	450	
7407	Motor Vehicle Maintenance	6,601	
7423	Water System Maintenance	139,768	
7425	Sewer System Maintenance	78,974	
7511	Utility Tax	390,000	

<u>Water & Sewer Oper. Fund - 600</u>	<u>Appropriation</u>	<u>Tax Levy Amount</u>
7523 IRMA Premiums	78,152	
7525 Self-Insured Deductible	2,500	
7599 Miscellaneous Expense	1,500	
7603 Loan Principal Payment	186,903	
7605 Interest Expense	31,697	
7762 Transfer to Water Capital	800,000	
7763 Transfer to Water Alt Bond	168,738	
7901 General Equipment	40,000	
7591 Contingency for Unforeseen Expenses	431,762	
Total	9,066,992	0

<u>Water & Sewer Capital Fund - 620</u>	<u>Appropriation</u>	<u>Tax Levy Amount</u>
7917 Water Mains	2,006,000	
7919 Sewers	1,544,000	
7591 Contingency for Unforeseen Expenses	177,500	
Total	3,727,500	0

<u>Water & Sewer 2014A Bond Fund-632</u>	<u>Appropriation</u>	<u>Tax Levy Amount</u>
7601 Bond Principal Payment	125,000	130,000
7605 Interest Expense	41,238	38,425
7607 Bank & Bond Fees	475	
7591 Contingency for Unforeseen Expenses	8,336	
Total	175,049	168,425

<u>Police Pension Fund - 700</u>	<u>Appropriation</u>	<u>Tax Levy Amount</u>
7031 Pension Payments	2,133,098	637,514
7033 Disability Payments	122,626	
7141 Staff Development and Training	3,500	
7143 Membership Dues/Subscriptions	795	
7201 Legal Expenses	10,000	
7209 Accounting Services	13,700	
7211 Actuarial Services	3,500	
7299 Other Services	147,025	
7513 Bank fees	1,000	
7591 Contingency for Unforeseen Expenses	243,524	
Total	2,678,768	637,514

<u>Firefighters' Pension Fund - 710</u>	<u>Appropriation</u>	<u>Tax Levy Amount</u>
7031 Pension Payments	1,550,588	1,168,077
7033 Disability Payments	285,352	
7141 Staff Development and Training	2,500	
7143 Membership Dues/Subscriptions	795	
7201 Legal Expenses	10,000	
7209 Accounting Services	16,500	

<u>Firefighters' Pension Fund - 710 (cont)</u>	<u>Appropriation</u>	<u>Tax Levy Amount</u>
7211 Actuarial Services	3,500	
7299 Other Services	43,900	
7513 Bank fees	1,000	
7521 Officials Bonds	4,400	
7591 Contingency for Unforeseen Expenses	191,854	
Total	2,110,389	1,168,077

<u>Library Operations Fund - 900</u>	<u>Appropriation</u>	<u>Tax Levy Amount</u>
7001 Full-Time Salaries	1,036,000	1,036,000
7003 Part-Time Salaries	475,000	475,000
7005 Longevity Pay	400	400
7101 Social Security	94,312	94,312
7103 Medicare	21,881	15,688
7105 IMRF	151,000	117,000
7111 Health Insurance	178,000	178,000
7115 Life Insurance	2,000	2,000
7139 Personnel Expenses	1,000	1,000
7513 Bank Fees	600	600
7523 IRMA Premiums	36,200	36,200
7525 Self-Insured Deductible	10,000	10,000
7730 Transfer to Debt Service Funds	247,112	252,913
7791 Transfer to Library Capital	220,000	220,000
7801 Staff Development	28,000	28,000
7803 Staff Recognition	3,000	3,000
7807 Marketing and Outreach	36,000	36,000
7809 Library Programs-Youth	24,000	24,000
7811 Library Programs-Adult	9,000	9,000
7813 Youth Materials	70,000	70,000
7815 Adult Materials	110,000	110,000
7817 Databases	70,000	70,000
7819 Periodicals	19,000	19,000
7821 EBooks	63,000	63,000
7823 Materials Management Supplies	17,000	17,000
7825 Catalog Services	39,000	39,000
7827 Hardware	30,000	30,000
7829 Computer Support & Software	35,000	35,000
7831 Custodial	32,000	32,000
7833 Utilities	13,000	13,000
7835 Janitorial-Maintenance Supplies	6,500	6,500
7837 Building Maintenance Contract	10,000	10,000
7839 Misc Repairs-Improvements	37,000	37,000
7841 Legal Expenses	5,500	5,500
7845 Misc Contractual Services	5,000	5,000
7847 Postage	2,000	2,000
7849 Telephone	7,000	7,000
7851 Accounting	45,000	45,000
7853 Vending Supplies and Services	2,000	2,000
7855 Office Supplies	10,000	10,000
7857 Copier Service and Supplies	25,000	25,000
7859 Misc Supplies	1,400	1,400
7861 Board Development	2,500	2,500

Library Operations Fund - 900 (cont)

	<u>Appropriation</u>	<u>Tax Levy Amount</u>
7863 Special Events	6,000	6,000
7865 Hellen O'Neill Scholarship	500	500
7867 Art Expenditures	1,000	1,000
7868 Donations Expenses	50,000	50,000
7869 Friends Pledges Expense	50,000	50,000
7870 Foundation Expenses	20,000	20,000
7873 Misc Expense	1,400	1,400
7591 Contingency	335,931	
Total	<u>3,695,236</u>	<u>3,324,913</u>

Library Capital Projects Fund - 910

	<u>Appropriation</u>	<u>Amount</u>
7909 Buildings	290,000	197,613
7591 Contingency for Unforeseen Expenses	100,000	0
Total	<u>390,000</u>	<u>197,613</u>

All Funds Summary

Corporate Fund - 100

Departments - 11 thru 61

Motor Fuel Tax Fund - 200

Foreign Fire Insurance Fund - 210

Debt Service Funds - 300-308

MIP Infrastructure Project Fund - 400

Water & Sewer Operations Fund - 600

Water & Sewer Capital Fund - 620

Water & Sewer Debt Service Fund - 632

Police Pension Fund - 700

Firefighters' Pension Fund - 710

Library Funds - 900 & 910

Total All Funds

	<u>Appropriation</u>	<u>Tax Levy Amount</u>
Departments - 11 thru 61	24,129,380	5,636,902
Motor Fuel Tax Fund - 200	0	0
Foreign Fire Insurance Fund - 210	67,760	0
Debt Service Funds - 300-308	3,339,402	2,937,570
MIP Infrastructure Project Fund - 400	14,398,019	0
Water & Sewer Operations Fund - 600	9,066,992	0
Water & Sewer Capital Fund - 620	3,727,500	0
Water & Sewer Debt Service Fund - 632	175,049	168,425
Police Pension Fund - 700	2,678,768	637,514
Firefighters' Pension Fund - 710	2,110,389	1,168,077
Library Funds - 900 & 910	4,085,236	3,522,525
Total All Funds	<u>63,778,495</u>	<u>14,071,013</u>

Levy Summary

Police Protection

Fire Protection

Police Pension

Firefighters Pension

Firefighters Pension P.A. 93-0689 Contbituion

Recreation Programs for Handicapped

Bond & Interest

Total Village Levy

Total Library Levy

Total Levy

Less: Debt Service Abatements

Total Levy Less Abatements

2,778,974

2,778,974

637,514

1,109,674

58,403

78,954

3,105,995

10,548,488

3,522,525

14,071,013

(3,188,633)10,882,381

**Tax Levy
Amount**

Police Protection--for a portion of
the cost of police service there
is hereby levied a special tax for
Police Protection in addition to all
other taxes in the sum of \$2,778,974

(a) Included in Appropriation Number

21-7001	2,619,275	
21-7003	159,699	
Total		2,778,974

Fire Protection--for a portion of
the cost of police service there
is hereby levied a special tax for
Fire Protection in addition to all
other taxes in the sum of \$2,778,974

(b) Included in Appropriation Number

21-7001	2,444,519	
21-7003	47,712	
21-7011	213,000	
21-7111	73,743	
Total		2,778,974

**Tax Levy
Amount**

Recreation Programs for Handicapped, for cost of
joint actions on programs for the handicapped, there is
hereby levied a special tax for Recreation programs for Handicapped
in addition to all other taxes in the sum of \$78,954

(c) Included in Appropriation
Number 61-7273

Total	78,954
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Police Pension--for the cost of pension
coverage, there is hereby levied
a special tax for Police Pension
in addition to all other taxes
in the sum of \$637,514

(d) Included in Appropriation
Number 700-7031

Total	637,514
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Firefighters' Pension-for the cost of pension coverage, there is hereby levied a special tax for Firefighters' Pension in addition to all other taxes in the sum of \$1,109,674
(e) Included in Appropriation
Number 710-7031

Total

1,109,674

Firefighters Pension P.A. 93-0689 Contribution-for the cost of pension coverage that is exempt from the tax cap, there is hereby levied a special tax for Firefighters Pension P.A. 93-0689 Contribution in addition to all other taxes in the sum of \$58,403

(f) Included in Appropriation
Number 710-7031

Total

58,403

**Tax Levy
Amount**

Library IMRF-for cost of pension coverage, there is hereby levied a special tax for Library IMRF in addition to all other taxes in the sum of \$117,000

(g) Included in Library Appropriation
Number 900-7105

Total

117,000

Library Social Security-for cost of pension coverage, there is hereby levied a special tax for Library Social Security in addition to all other taxes in the sum of \$110,000

(h) Included in Library Appropriation
Number 900-7101 & 7103

Total

110,000

Library Services--for a portion of the cost of library services, there is hereby levied a special tax for Library Services in addition to all other taxes in the sum of \$3,042,612

(j) Included in Library Appropriation
Numbers 900-7001 through
Numbers 900-7873 and 910-7909

Total

3,042,612

VILLAGE OF HINSDALE

RESOLUTION NO. R2020-_____

A RESOLUTION abating the tax hereto levied for the year 2020 to pay the principal of and interest on \$2,710,000 General Obligation Refunding Bonds (Library Fund Tax Alternate Revenue Source), Series 2013A, of the Village of Hinsdale, DuPage and Cook Counties, Illinois.

WHEREAS the President and Board of Trustees (the "*Corporate Authorities*") of the Village of Hinsdale, DuPage and Cook Counties, Illinois (the "*Village*"), by Ordinance Number O2013-02, adopted on the 22th day of January, 2013 (the "*Ordinance*"), did provide for the issuance of up to \$2,800,000 General Obligation Refunding Bonds (Library Fund Alternate Revenue Source) Series 2013A (the "*Bonds*"), and the levy of a direct annual tax sufficient to pay the principal of and interest on the Bonds; and

WHEREAS pursuant to the authorization granted by Ordinance O2013-02, on March 5, 2013 Village officials approved a Bond Order for the sale of bonds in the aggregate amount of \$2,710,000 and the levy of a direct annual tax sufficient to pay the principal and interest on the Bonds; and

WHEREAS the Village has determined that there are sufficient Pledged Revenues (as defined in the Ordinance) pursuant to the Ordinance for the purpose of paying the principal of and interest on the Bonds up to and including December 15, 2021; and

WHEREAS it is necessary and in the best interests of the Village that the tax heretofore levied for the year 2020 to pay the principal of and interest on the Bonds be abated;

NOW THEREFORE Be It Ordained by the President and Board of Trustees of the Village of Hinsdale, DuPage and Cook Counties, Illinois, as follows:

Section 1. Abatement of Tax. The tax heretofore levied for the year 2019 in the Ordinance for the purpose of paying the principal of and interest on said Bonds to December 15, 2021 is hereby abated in its entirety in the amount of \$252,912.50.

Section 2. Filing of Resolution. Forthwith upon the adoption of this resolution, the Village Clerk shall file a certified copy hereof with the County Clerks of The Counties of DuPage and Cook, Illinois, and it shall be the duty of said County Clerks to abate said tax levied for the year 2020 in accordance with the provisions hereof.

Section 3. Effective Date. This Resolution shall be in full force and effect forthwith upon its passage by the Corporate Authorities and approval by the President.

PASSED this 8th day of December, 2020.

AYES:

NAYS:

ABSENT:

APPROVED this 8th day of December, 2020.

Thomas Cauley, Village President

ATTEST:

Christine Bruton, Village Clerk

VILLAGE OF HINSDALE

RESOLUTION NO. R2020-_____

A RESOLUTION abating the tax hereto levied for the year 2020 to pay the principal of and interest on \$5,000,000 General Obligation Bonds (Alternate Revenue Source), Series 2012A, of the Village of Hinsdale, DuPage and Cook Counties, Illinois.

WHEREAS the President and Board of Trustees (the "*Corporate Authorities*") of the Village of Hinsdale, DuPage and Cook Counties, Illinois (the "*Village*"), by Ordinance Number O2012-35, adopted on the 14th day of August, 2012 (the "*Ordinance*"), did provide for the issue of \$5,000,000 General Obligation Bonds (Alternate Revenue Source), Series 2012A (the "*Bonds*"), and the levy of a direct annual tax sufficient to pay the principal of and interest on the Bonds; and

WHEREAS the Village has the Pledged Revenues (as defined in the Ordinance) in the appropriate account or fund pursuant to the Ordinance for the purpose of paying the principal of and interest on the Bonds up to and including December 15, 2020 and

WHEREAS it is necessary and in the best interests of the Village that the tax heretofore levied for the year 2020 to pay the principal of and interest on the Bonds be abated;

NOW THEREFORE Be It Ordained by the President and Board of Trustees of the Village of Hinsdale, DuPage and Cook Counties, Illinois, as follows:

Section 1. Abatement of Tax. The tax heretofore levied for the year 2020 in the Ordinance for the purpose of paying the principal of and interest on said Bonds to December 15, 2021 is hereby abated in its entirety in the amount of \$325,762.50.

Section 2. Filing of Resolution. Forthwith upon the adoption of this resolution, the Village Clerk shall file a certified copy hereof with the County Clerks of The Counties of DuPage and Cook, Illinois, and it shall be the duty of said County Clerks to abate said tax levied for the year 2020 in accordance with the provisions hereof.

Section 3. Effective Date. This Resolution shall be in full force and effect forthwith upon its passage by the Corporate Authorities and approval by the President.

PASSED this 8th day of December 2020.

AYES:

NAYS:

ABSENT:

APPROVED this 8th day of December 2020.

Thomas Cauley, Village President

ATTEST:

Christine Bruton, Village Clerk

VILLAGE OF HINSDALE

RESOLUTION NO. R2020-_____

A RESOLUTION abating the tax hereto levied for the year 2020 to pay the principal of and interest on \$2,025,000 General Obligation Alternate Bonds (Waterworks and Sewerage System Alternate Revenue Source), Series 2014A, of the Village of Hinsdale, DuPage and Cook Counties, Illinois.

WHEREAS the President and Board of Trustees (the "*Corporate Authorities*") of the Village of Hinsdale, DuPage and Cook Counties, Illinois (the "*Village*"), by Ordinance Number O2014-12, adopted on the 8th day of April, 2014 (the "*Ordinance*"), did provide for the issue of \$2,025,000 General Obligation Bonds (Waterworks and Sewerage System Alternate Revenue Source) Series 2014A (the "*Bonds*"), and the levy of a direct annual tax sufficient to pay the principal of and interest on the Bonds; and

WHEREAS the Village has the Pledged Revenues (as defined in the Ordinance) in the appropriate account or fund pursuant to the Ordinance for the purpose of paying the principal of and interest on the Bonds up to and including December 15, 2021 and

WHEREAS it is necessary and in the best interests of the Village that the tax heretofore levied for the year 2020 to pay the principal of and interest on the Bonds be abated;

NOW THEREFORE Be It Ordained by the President and Board of Trustees of the Village of Hinsdale, DuPage and Cook Counties, Illinois, as follows:

Section 1. Abatement of Tax. The tax heretofore levied for the year 2020 in the Ordinance for the purpose of paying the principal of and interest on said Bonds to December 15, 2021 is hereby abated in its entirety in the amount of \$168,425.00.

Section 2. Filing of Resolution. Forthwith upon the adoption of this resolution, the Village Clerk shall file a certified copy hereof with the County Clerks of The Counties of DuPage and Cook, Illinois, and it shall be the duty of said County Clerks to abate said tax levied for the year 2020 in accordance with the provisions hereof.

Section 3. Effective Date. This Resolution shall be in full force and effect forthwith upon its passage by the Corporate Authorities and approval by the President.

PASSED this 8th day of December, 2020.

AYES:

NAYS:

ABSENT:

APPROVED this 10th day of December, 2020.

Thomas Cauley, Village President

ATTEST:

Christine Bruton, Village Clerk

VILLAGE OF HINSDALE

RESOLUTION NO. R2020-_____

A RESOLUTION abating the tax hereto levied for the year 2020 to pay the principal of and interest on \$5,000,000 General Obligation Bonds (Alternate Revenue Source), Series 2014B, of the Village of Hinsdale, DuPage and Cook Counties, Illinois.

WHEREAS the President and Board of Trustees (the "*Corporate Authorities*") of the Village of Hinsdale, DuPage and Cook Counties, Illinois (the "*Village*"), by Ordinance Number O2014-22, adopted on the 17th day of June, 2014 (the "*Ordinance*"), did provide for the issue of \$5,000,000 General Obligation Bonds (Alternate Revenue Source), Series 2014B (the "*Bonds*"), and the levy of a direct annual tax sufficient to pay the principal of and interest on the Bonds; and

WHEREAS the Village has the Pledged Revenues (as defined in the Ordinance) in the appropriate account or fund pursuant to the Ordinance for the purpose of paying the principal of and interest on the Bonds up to and including December 15, 2021 and

WHEREAS it is necessary and in the best interests of the Village that the tax heretofore levied for the year 2020 to pay the principal of and interest on the Bonds be abated;

NOW THEREFORE Be It Ordained by the President and Board of Trustees of the Village of Hinsdale, DuPage and Cook Counties, Illinois, as follows:

Section 1. Abatement of Tax. The tax heretofore levied for the year 2020 in the Ordinance for the purpose of paying the principal of and interest on said Bonds to December 15, 2021 is hereby abated in its entirety in the amount of \$357,882.50.

Section 2. Filing of Resolution. Forthwith upon the adoption of this resolution, the Village Clerk shall file a certified copy hereof with the County Clerks of The Counties of DuPage and Cook, Illinois, and it shall be the duty of said County Clerks to abate said tax levied for the year 2020 in accordance with the provisions hereof.

Section 3. Effective Date. This Resolution shall be in full force and effect forthwith upon its passage by the Corporate Authorities and approval by the President.

PASSED this 8th day of December 2020.

AYES:

NAYS:

ABSENT:

APPROVED this 8th day of December 2020.

Thomas Cauley, Village President

ATTEST:

Christine Bruton, Village Clerk

VILLAGE OF HINSDALE

RESOLUTION NO. R2020-_____

A RESOLUTION abating the tax hereto levied for the year 2020 to pay the principal of and interest on \$9,775,000 General Obligation Bonds (Sales Tax Alternate Revenue Source), Series 2017A, of the Village of Hinsdale, DuPage and Cook Counties, Illinois.

WHEREAS the President and Board of Trustees (the "*Corporate Authorities*") of the Village of Hinsdale, DuPage and Cook Counties, Illinois (the "*Village*"), by Ordinance Number O2017-31, adopted on the 11th day of July, 2017 (the "*Ordinance*"), did provide for the issue of \$9,775,000 General Obligation Bonds (Alternate Revenue Source), Series 2017A (the "*Bonds*"), and the levy of a direct annual tax sufficient to pay the principal of and interest on the Bonds; and

WHEREAS the Village has the Pledged Revenues (as defined in the Ordinance) in the appropriate account or fund pursuant to the Ordinance for the purpose of paying the principal of and interest on the Bonds up to and including December 15, 2021 and

WHEREAS it is necessary and in the best interests of the Village that the tax heretofore levied for the year 2020 to pay the principal of and interest on the Bonds be abated;

NOW THEREFORE Be It Ordained by the President and Board of Trustees of the Village of Hinsdale, DuPage and Cook Counties, Illinois, as follows:

Section 1. Abatement of Tax. The tax heretofore levied for the year 2020 in the Ordinance for the purpose of paying the principal of and interest on said Bonds to December 15, 2021 is hereby abated in its entirety in the amount of \$669,487.50.

Section 2. Filing of Resolution. Forthwith upon the adoption of this resolution, the Village Clerk shall file a certified copy hereof with the County Clerks of The Counties of DuPage and Cook, Illinois, and it shall be the duty of said County Clerks to abate said tax levied for the year 2020 in accordance with the provisions hereof.

Section 3. Effective Date. This Resolution shall be in full force and effect forthwith upon its passage by the Corporate Authorities and approval by the President.

PASSED this 8th day of December 2020.

AYES:

NAYS:

ABSENT:

APPROVED this 8th day of December 2020.

Thomas Cauley, Village President

ATTEST:

Christine Bruton, Village Clerk

VILLAGE OF HINSDALE

RESOLUTION NO. R2020-_____

A RESOLUTION abating the tax hereto levied for the year 2020 to pay the principal of and interest on \$20,000,000 General Obligation Bonds (Sales Tax Alternate Revenue Source), Series 2018A, of the Village of Hinsdale, DuPage and Cook Counties, Illinois.

WHEREAS the President and Board of Trustees (the "*Corporate Authorities*") of the Village of Hinsdale, DuPage and Cook Counties, Illinois (the "*Village*"), by Ordinance Number O2018-30, adopted on the 12th day of June, 2018 (the "*Ordinance*"), did provide for the issue of \$20,000,000 General Obligation Bonds (Alternate Revenue Source), Series 2018A (the "*Bonds*"), and the levy of a direct annual tax sufficient to pay the principal of and interest on the Bonds; and

WHEREAS the Village has the Pledged Revenues (as defined in the Ordinance) in the appropriate account or fund pursuant to the Ordinance for the purpose of paying the principal of and interest on the Bonds up to and including December 15, 2021 and

WHEREAS it is necessary and in the best interests of the Village that the tax heretofore levied for the year 2020 to pay the principal of and interest on the Bonds be abated;

NOW THEREFORE Be It Ordained by the President and Board of Trustees of the Village of Hinsdale, DuPage and Cook Counties, Illinois, as follows:

Section 1. Abatement of Tax. The tax heretofore levied for the year 2020 in the Ordinance for the purpose of paying the principal of and interest on said Bonds to December 15, 2021 is hereby abated in its entirety in the amount of \$1,414,162.50.

Section 2. Filing of Resolution. Forthwith upon the adoption of this resolution, the Village Clerk shall file a certified copy hereof with the County Clerks of The Counties of DuPage and Cook, Illinois, and it shall be the duty of said County Clerks to abate said tax levied for the year 2020 in accordance with the provisions hereof.

Section 3. Effective Date. This Resolution shall be in full force and effect forthwith upon its passage by the Corporate Authorities and approval by the President.

PASSED this 8th day of December 2020.

AYES:

NAYS:

ABSENT:

APPROVED this 8th day of December 2020.

Thomas Cauley, Village President

ATTEST:

Christine Bruton, Village Clerk

M E M O R A N D U M

Date: November 17, 2020

To: Village President and Board of Trustees

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

RE: 2020 Proposed Tax Levy

At its November 3, 2020 meeting, the Village Board approved the tentative 2020 Village and Library tax levy of \$10,882,381 net of abatements, which represents a 3.20% increase over the 2019 extended tax levy. Under the requirements of the Truth-In-Taxation Act (35 ILCS 200/18) the Village is not required to hold a public hearing as the increase in the levy is less than the 5% increase required to mandate a public hearing on the tax levy.

The Police and Firefighters' Pension Fund contributions included in the Tax Levy Ordinance are based on actuarial studies performed by actuary MWM Consulting, who was retained by the Village. Based 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 \$31,838 from the prior year. The statutory minimum contribution to the Firefighter's Pension Fund is \$1,168,077, an increase of \$41,050 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. Copies of the Village's actuarial studies have been distributed previously to the Village Board.

By law the pension funds are required to formally request a tax levy contribution amount from the Village. For the 2020 tax levy, the Police Pension Fund has requested a Village contribution of \$1,092,063; the Firefighters' Pension Fund has requested a Village contribution of \$1,773,287. In formulating their tax levy requests, both funds have based their request on data calculated by an independent actuary retained by the respective fund, and in both cases some of the actuarial methods and assumptions used are different than those used by MWM Consulting as well as those used by the Illinois Department of Insurance. In the case of the both funds, in addition to differing actuarial assumptions they have based their tax levy request on funding to 2040 at 100% (statutes require 90% funding) and utilize the "entry age normal" costing method (statutes require the "projected unit credit" costing method for determining the minimum contributions).

The background information supporting the Police and Firefighters' Pension Fund tax levy requests, as well as the statutory required "Municipal Compliance Reports", are being distributed as part of the first reading meeting materials. Should the Board consider any increase over the amount calculated by MWM Consulting, an offsetting reduction in other categories would be required as the total tax levy is limited by the tax cap.

September 21, 2020

President Thomas K. Cauley and Members of the Board of Trustees
Village of Hinsdale
19 E. Chicago Avenue
Hinsdale, IL 60521

RE: Tax Levy Request from the Hinsdale Firefighters' Pension Fund

Dear President Cauley and Members of the Village Board:

Section 4-118 of the Illinois Pension Code requires that the Village of Hinsdale annually levy a tax to meet the annual actuarial requirements of the firefighters' pension fund (40 ILCS 5/4-118). The Board of Trustees of the Hinsdale Firefighters' Pension Fund has reviewed the actuarial valuations prepared by the Pension Board's actuaries (Foster & Foster), the Village's actuaries (MWM Consulting Group) and the Illinois Department of Insurance, for purposes of this year's tax levy request.

The Pension Board voted to request that the Village Board levy in December 2020 and contribute in the next fiscal year the recommended amount of **\$1,773,287**. This amount is based on Foster & Foster's calculations, determined through a policy of 100% funding by 2040, using an investment return of 6.5% and the entry age normal (EAN) actuarial method. The amount to be levied outside the tax cap is **\$88,664**. Please note the following:

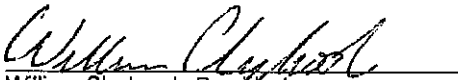
- The recommended contribution has increased \$66,344 from the prior year.
- The increase is primarily attributable to the Tier 2 benefit improvements, which was offset in part by favorable investment returns. More than \$1.2 million of the recommended contribution is a payment towards the unfunded liability.
- For the fiscal stub year ending December 31, 2019, the Fund's net return on investments was 11.27%. When smoothed over a five-year period, the net return on the actuarial value of assets was 7.99%.
- The Fund paid over \$1.1 million in benefits in the fiscal stub year 2019 and is on track to pay out over \$1.8 million in the fiscal year 2020. The Fund ended the year with \$21 million in assets. The Village's contribution in the fiscal year 2019 was only \$960,424. The Fund's actuary noted that the net cash flow ratio of -0.5% indicates that contributions are not currently covering the Fund's benefit payments and administrative expenses.

The Village's actuaries continue to prepare their valuation based on the statutory minimum method of projected unit credit (PUC) and a 90% funding goal by year 2040, with a 7% investment return assumption. The Village's actuary recommends a tax levy of \$1,168,077, with \$54,403 to be levied outside the tax cap. Note that the DOI's calculation of the statutory minimum contribution is \$1,317,043, using a 6.5% investment return assumption. It continues to be the Pension Board's position that the statutory minimum approach is not a financially sound approach to funding.

Enclosed is the Fund's actuarial valuation, preliminary municipal compliance report (MCR), along with the Pension Board's investment policy, for your review. If you have any questions regarding the Board's request, please let us know.

Sincerely,

HINSDALE FIREFIGHTERS' PENSION FUND


William Claybrook, President

Enclosures: Foster & Foster Actuarial Valuation, Municipal Compliance Report, Investment Policy
cc: Darrell Langlois, Finance Director, Village of Hinsdale (w/ enclosures)

THE VILLAGE OF HINSDALE, ILLINOIS
FIREFIGHTERS' PENSION FUND

PUBLIC ACT 95-0950 - MUNICIPAL COMPLIANCE
REPORT

FOR THE FISCAL YEAR ENDED
DECEMBER 31, 2019



Lauterbach & Amen, LLP

CERTIFIED PUBLIC ACCOUNTANTS

668 N. RIVER ROAD • NAPERVILLE, ILLINOIS 60563

PHONE 630.393.1453 • FAX 630.393.2516

www.la/amen.com

September 21, 2020

Members of the Pension Board of Trustees
Hinsdale Firefighters' Pension Fund
Hinsdale, Illinois

Enclosed please find a copy of your Municipal Compliance Report for the Hinsdale Firefighters' Pension Fund for the fiscal year ended December 31, 2019. We have prepared the report with the most recent information available at our office. Should you have more current information, or notice any inaccuracies, we are prepared to make any necessary revisions and return them to you.

The President and Secretary of the Pension Fund are required to sign the report on page 3. If not already included with the enclosed report, please also include a copy of the Pension Fund's most recent investment policy.

The signed Public Act 95-0950 - Municipal Compliance Report must be provided to the Municipality before the tax levy is filed on the last Tuesday in December. We are sending the report via email to promote an

If you have any questions regarding this report, please contact your Client Manager or PSA.

Respectfully submitted,

LAUTERBACH & AMEN, LLP

**THE VILLAGE OF HINSDALE, ILLINOIS
FIREFIGHTERS' PENSION FUND**

**Public Act 95-950 - Municipal Compliance Report
For the Fiscal Year Ending December 31, 2019**

The Pension Board certifies to the Board of Trustees of the Village of Hinsdale, Illinois on the condition of the Pension Fund at the end of its most recently completed fiscal year the following information:

- 1) The total cash and investments, including accrued interest, of the fund at market value and the total net position of the Pension Fund:

	Current Fiscal Year	Preceding Fiscal Year
Total Cash and Investments (including accrued interest)	<u>\$21,066,414</u>	<u>\$19,699,710</u>
Total Net Position	<u>\$21,057,626</u>	<u>\$19,702,261</u>

- 2) The estimated receipts during the next succeeding fiscal year from deductions from the salaries of firefighters' and from other sources:

Estimated Receipts - Employee Contributions	<u>\$147,100</u>
Estimated Receipts - All Other Sources	
Investment Earnings	<u>\$1,369,300</u>
Municipal Contributions	<u>\$1,773,287</u>

- 3) The estimated amount necessary during the fiscal year to meet the annual actuarial requirements of the pension fund as provided in Sections 4-118 and 4-120:

Annual Requirement of the Fund as Determined by:

Illinois Department of Insurance	<u>\$1,317,043</u>
Private Actuary - Foster & Foster	
Recommended Municipal Contribution	<u>\$1,773,287</u>
Statutory Municipal Contribution	<u>\$1,478,410</u>

**THE VILLAGE OF HINSDALE, ILLINOIS
FIREFIGHTERS' PENSION FUND**

**Public Act 95-950 - Municipal Compliance Report
For the Fiscal Year Ending December 31, 2019**

- 3) The estimated amount necessary during the fiscal year to meet the annual actuarial requirements of the pension fund as provided in Sections 4-118 and 4-120 - Continued:

Private Actuary - MWM Consulting Group

Recommended Municipal Contribution	<u>\$1,168,077</u>
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Statutory Municipal Contribution	<u>\$1,168,077</u>
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- 4) The total net income received from investment of assets along with the assumed investment return and actual investment return received by the fund during its most recently completed fiscal year compared to the total net income, assumed investment return, and actual investment return received during the preceding fiscal year:

	<u>Current Fiscal Year</u>	<u>Preceding Fiscal Year</u>
Net Income Received from Investment of Assets	<u>\$1,450,446</u>	<u>\$1,287,703</u>
Assumed Investment Return		
Illinois Department of Insurance	<u>6.50%</u>	<u>6.50%</u>
Private Actuary - Foster & Foster	<u>6.50%</u>	<u>6.50%</u>
Private Actuary - MWM Consulting Group	<u>7.00%</u>	<u>7.00%</u>
Actual Investment Return	<u>7.12%</u>	<u>6.65%</u>

- 5) The increase in employer pension contributions that results from the implementation of the provisions of P.A. 93-0689:

Illinois Department of Insurance	<u>N/A</u>
Private Actuary - Foster & Foster	<u>\$88,664</u>
Private Actuary - MWM Consulting Group	<u>\$58,403</u>

**THE VILLAGE OF HINSDALE, ILLINOIS
FIREFIGHTERS' PENSION FUND**

**Public Act 95-950 - Municipal Compliance Report
For the Fiscal Year Ending December 31, 2019**

- 6) The total number of active employees who are financially contributing to the fund:

Number of Active Members	<u>22</u>
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- 7) The total amount that was disbursed in benefits during the fiscal year, including the number of and total amount disbursed to (i) annuitants in receipt of a regular retirement pension, (ii) recipients being paid a disability pension, and (iii) survivors and children in receipt of benefits:

	<u>Number of</u>	<u>Total Amount Disbursed</u>
(i) Regular Retirement Pension	<u>20</u>	<u>\$877,227</u>
(ii) Disability Pension	<u>5</u>	<u>\$187,194</u>
(iii) Survivors and Child Benefits	<u>2</u>	<u>\$96,197</u>
Totals	<u>27</u>	<u>\$1,160,618</u>

- 8) The funded ratio of the fund:

	<u>Current Fiscal Year</u>	<u>Preceding Fiscal Year</u>
Illinois Department of Insurance	<u>56.56%</u>	<u>54.67%</u>
Private Actuary - Foster & Foster	<u>53.81%</u>	<u>52.42%</u>
Private Actuary - MWM Consulting Group	<u>60.12%</u>	<u>65.59%</u>

**THE VILLAGE OF HINSDALE, ILLINOIS
FIREFIGHTERS' PENSION FUND**

**Public Act 95-950 - Municipal Compliance Report
For the Fiscal Year Ending December 31, 2019**

- 9) The unfunded liability carried by the fund, along with an actuarial explanation of the unfunded liability:

Unfunded Liability:

Illinois Department of Insurance	<u>\$15,529,033</u>
Private Actuary - Foster & Foster	<u>\$17,328,172</u>
Private Actuary - MWM Consulting Group	<u>\$13,548,655</u>

The accrued liability is the actuarial present value of the portion of the projected benefits that has been accrued as of the valuation date based upon the actuarial valuation method and the actuarial assumptions employed in the valuation. The unfunded accrued liability is the excess of the accrued liability over the actuarial value of assets.

- 10) The investment policy of the Pension Board under the statutory investment restrictions imposed on the fund.



Investment Policy - See Attached.

Please see Notes Page attached.

CERTIFICATION OF MUNICIPAL FIREFIGHTERS'
PENSION FUND COMPLIANCE REPORT

The Board of Trustees of the Pension Fund, based upon information and belief, and to the best of our knowledge, hereby certify pursuant to §4-134 of the Illinois Pension Code 40 ILCS 5/4-134, that the preceding report is true and accurate.

Adopted this 21st day of September, 2020

President	<u></u>	Date	<u>9-21-2020</u>
Secretary	<u></u>	Date	<u>10/05/2020</u>

**THE VILLAGE OF HINSDALE, ILLINOIS
FIREFIGHTERS' PENSION FUND**

**Public Act 95-950 - Municipal Compliance Report
For the Fiscal Year Ending December 31, 2019**

INDEX OF ASSUMPTIONS

- 1) Total Cash and Investments - as Reported at Market Value in the Audited Financial Statements for the Years Ended December 31, 2019 and April 30, 2019.

Total Net Position - as Reported in the Audited Financial Statements for the Years Ended December 31, 2019 and April 30, 2019.

- 2) Estimated Receipts - Employee Contributions as Reported in the Audited Financial Statements for the Year Ended December 31, 2019 plus 3.46% Increase (Actuarial Salary Increase Assumption) Rounded to the Nearest \$100.

Estimated Receipts - All Other Sources:

Investment Earnings - Cash and Investments as Reported in the Audited Financial Statements for the Year Ended December 31, 2019, times 6.5% (Actuarial Investment Return Assumption) Rounded to the Nearest \$100.

Recommended Amount of Tax Levy as Reported by Foster & Foster in the December 31, 2019 Actuarial Valuation.

- 3) Annual Requirement of the Fund as Determined by:

Illinois Department of Insurance - Suggested Amount of Tax Levy as Reported in the December 31, 2019 Actuarial Valuation.

Private Actuary - Foster & Foster

Recommended Amount of Tax Levy as Reported by Foster & Foster in the December 31, 2019 Actuarial Valuation.

Statutorily Required Amount of Tax Levy as Reported by Foster & Foster in the December 31, 2019 Actuarial Valuation.

Private Actuary - MWM Consulting Group

Recommended Amount of Tax Levy as Reported by MWM Consulting Group in the December 31, 2019 Actuarial Valuation.

Statutorily Required Amount of Tax Levy as Reported by MWM Consulting Group in the December 31, 2019 Actuarial Valuation.

**THE VILLAGE OF HINSDALE, ILLINOIS
FIREFIGHTERS' PENSION FUND**

**Public Act 95-950 - Municipal Compliance Report
For the Fiscal Year Ending December 31, 2019**

INDEX OF ASSUMPTIONS - Continued

- 4) Net Income Received from Investment of Assets - Investment Income (Loss) net of Investment Expense, as Reported in the Audited Financial Statements for the Years Ended December 31, 2019 and April 30, 2019.

Assumed Investment Return:

Illinois Department of Insurance - Current and Preceding Fiscal Year Interest Rate Assumption as Reported in the December 31, 2019 and April 30, 2019 Actuarial Valuations.

Private Actuary - Foster & Foster

Current and Preceding Fiscal Year Interest Rate Assumption as Reported in the Foster & Foster, December 31, 2019 and April 30, 2019 Actuarial Valuations.

Private Actuary - MWM Consulting Group

Current and Preceding Fiscal Year Interest Rate Assumption as Reported in the MWM Consulting Group, December 31, 2019 and Actuarial Valuations.

Actual Investment Return - Net Income Received from Investments as Reported Above as a Percentage of the Average of the Beginning balance of the Cash and Investments and the Ending balance of the Cash and Investments, excluding the fiscal year net investment income, as Reported in the Audited Financial Statements for the Fiscal Years Ended December 31, 2019 and April 30, 2019.

- 5) Illinois Department of Insurance - No amount available at the time of this report.

Amount of total suggested tax levy as calculated by Foster & Foster to be excluded from the property tax extension limitation law as contemplated by 35 ILCS 200/18-185.

Amount of total suggested tax levy as calculated by MWM Consulting Group to be excluded from the property tax extension limitation law as contemplated by 35 ILCS 200/18-185.

- 6) Number of Active Members - Illinois Department of Insurance Annual Statement for December 31, 2019 - Schedule P.

**THE VILLAGE OF HINSDALE, ILLINOIS
FIREFIGHTERS' PENSION FUND**

**Public Act 95-950 - Municipal Compliance Report
For the Fiscal Year Ending December 31, 2019**

INDEX OF ASSUMPTIONS - Continued

- 7) (i) Regular Retirement Pension - Illinois Department of Insurance Annual Statement for December 31, 2019 - Schedule P for Number of Participants and Expense page 1 for Total Amount Disbursed.

(ii) Disability Pension - Same as above.

(iii) Survivors and Child Benefits - Same as above.

- 8) The funded ratio of the fund:

Illinois Department of Insurance - Current and Preceding Fiscal Year Actuarial Value of Assets as a percentage of Accrued Liability as Reported in the December 31, 2019 and April 30, 2019 Actuarial Valuations.

Private Actuary - Foster & Foster

Current and Preceding Fiscal Year Actuarial Value of Assets as a percentage of Accrued Liability as Reported in the Foster & Foster, December 31, 2019 and April 30, 2019 Actuarial Valuations.

Private Actuary - MWM Consulting Group

Current and Preceding Fiscal Year Actuarial Value of Assets as a percentage of Accrued Liability as Reported in the MWM Consulting Group, December 31, 2019 and April 30, 2019 Actuarial Valuations.

- 9) Unfunded Liability:

Illinois Department of Insurance - Deferred Asset (Unfunded Accrued Liability) as Reported in the December 31, 2019 Actuarial Valuation.

Private Actuary - Foster & Foster

Deferred Asset (Unfunded Accrued Liability) as Reported by Foster & Foster in the December 31, 2019 Actuarial Valuation.

Private Actuary - MWM Consulting Group

Deferred Asset (Unfunded Accrued Liability) as Reported by MWM Consulting Group in the December 31, 2019 Actuarial Valuation.

VILLAGE OF HINSDALE
FIREFIGHTERS' PENSION FUND
ACTUARIAL VALUATION
AS OF JANUARY 1, 2020
CONTRIBUTIONS APPLICABLE TO THE
PLAN/FISCAL YEAR ENDING DECEMBER 31, 2020



FOSTER & FOSTER
ACTUARIES AND CONSULTANTS



FOSTER & FOSTER
ACTUARIES AND CONSULTANTS

April 13, 2020

Board of Trustees
c/o Mr. Bill Claybrook
President
Hinsdale Firefighters' Pension Fund
121 Symonds Drive
Hinsdale, IL 60521

Re: Actuarial Valuation Report – Village of Hinsdale Firefighters' Pension Fund

Dear Board:

We are pleased to present to the Board this report of the annual actuarial valuation of the Village of Hinsdale Firefighters' Pension Fund. The valuation was performed to determine whether the assets and contributions are sufficient to provide the prescribed benefits and to develop the appropriate funding requirements for the applicable plan year. Please note that this valuation may not be applicable for any other purposes.

The valuation has been conducted in accordance with generally accepted actuarial principles and practices, including the applicable Actuarial Standards of Practice as issued by the Actuarial Standards Board, and reflects laws and regulations issued to date pursuant to the provisions of Article 4, Illinois Pension Code, as well as applicable federal laws and regulations. In our opinion, the assumptions used in this valuation, as adopted by the Board of Trustees, represent reasonable expectations of anticipated plan experience. Future actuarial measurements may differ significantly from the current measurements presented in this report for a variety of reasons including: changes in applicable laws, changes in plan provisions, changes in assumptions, or plan experience differing from expectations. Due to the limited scope of the valuation, we did not perform an analysis of the potential range of such future measurements.

In conducting the valuation, we have relied on personnel, plan design, and asset information supplied by the Board, financial reports prepared by the custodian bank and the actuarial assumptions and methods described in the Actuarial Assumptions section of this report. While we cannot verify the accuracy of all this information, the supplied information was reviewed for consistency and reasonableness. As a result of this review, we have no reason to doubt the substantial accuracy of the information and believe that it has produced appropriate results. This information, along with any adjustments or modifications, is summarized in various sections of this report.

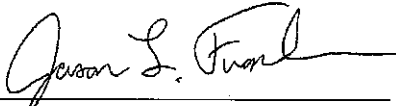
The undersigned are familiar with the immediate and long-term aspects of pension valuations and meet the Qualification Standards of the American Academy of Actuaries necessary to render the actuarial opinions contained herein. All of the sections of this report are considered an integral part of the actuarial opinions.

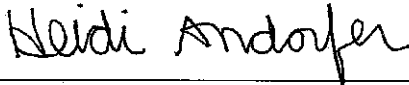
To our knowledge, no associate of Foster & Foster, Inc. working on valuations of the program has any direct financial interest or indirect material interest in the Village of Hinsdale, nor does anyone at Foster & Foster, Inc. act as a member of the Board of Trustees of the Village of Hinsdale Firefighters' Pension Fund. Thus, there is no relationship existing that might affect our capacity to prepare and certify this actuarial report.

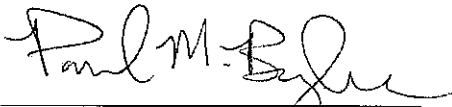
If there are any questions, concerns, or comments about any of the items contained in this report, please contact us at 630-620-0200.

Respectfully submitted,

Foster & Foster, Inc.

By: 
Jason L. Franken, FSA, EA, MAAA

By: 
Heidi E. Andorfer, FSA, EA, MAAA

By: 
Paul M. Baugher, FSA, EA, MAAA

JLF/lke
Enclosures

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SUMMARY OF REPORT

The regular annual actuarial valuation of the Village of Hinsdale Firefighters' Pension Fund, performed as of January 1, 2020, has been completed and the results are presented in this Report. The contribution amounts set forth herein are applicable to the plan/fiscal year ended December 31, 2020.

The contribution requirements, compared with those set forth in the May 1, 2019 actuarial report, are as follows:

Valuation Date	1/1/2020	5/1/2019
Applicable to Fiscal Year Ending	<u>12/31/2020</u>	<u>4/30/2020</u>
Total Recommended Contribution	\$1,980,977	\$1,901,611
% of Projected Annual Payroll	90.1%	92.4%
Member Contributions (Est.)	207,690	194,668
% of Projected Annual Payroll	9.5%	9.5%
Village Recommended Contribution	1,773,287	1,706,943
% of Projected Annual Payroll	80.6%	82.9%

As you can see, the Total Recommended Contribution shows an increase when compared to the results determined in the May 1, 2019 actuarial valuation report. The increase is attributable to the Tier 2 benefit changes and the annual increase in the amortization payment due to the use of the payroll growth assumption. The increase was offset in part by net favorable experience.

Plan experience was favorable overall on the basis of the plan's actuarial assumptions. The primary source of favorable experience was an investment return of 7.99% (Actuarial Asset Basis) which exceeded the 6.50% assumption and fewer retirements than expected. This gain was offset in part by a loss associated with lower than expected inactive mortality.

CHANGES SINCE PRIOR VALUATION

Plan Changes Since Prior Valuation

As a result of Public Act 101-0610, signed into law on December 18, 2019, the following updates were made to the Tier 2 benefits:

- The surviving spouse benefit for non-line of duty death was updated to mirror Tier 1 benefits, whereby Tier 2 surviving spouses will now receive 54% of final average salary, even prior to achieving vesting at 10 years of service.
- The pensionable salary cap increased retroactive to 2011 to alleviate safe harbor concerns, updating the annual adjustment to be CPI-U instead of 50% of CPI-U. The 3% annual growth cap remains in place.
- The final average salary was increased from averaging the highest consecutive 96 of the last 120 months of salary to averaging the highest consecutive 48 of the last 60 months of salary.

Actuarial Assumption/Method Changes Since Prior Valuation

There were no assumption or method changes since the prior valuation.

COMPARATIVE SUMMARY OF PRINCIPAL VALUATION RESULTS

	New Benefits <u>1/1/2020</u>	Old Benefits <u>1/1/2020</u>	<u>5/1/2019</u>
A. Participant Data			
Number Included			
Actives	22	22	21
Service Retirees	20	20	20
Beneficiaries	2	2	2
Disability Retirees	5	5	5
Terminated Vested	<u>5</u>	<u>5</u>	<u>6</u>
Total	54	54	54
Total Annual Payroll	\$2,196,617	\$2,196,617	\$2,058,888
Payroll Under Assumed Ret. Age	2,196,617	2,196,617	2,058,888
Annual Rate of Payments to:			
Service Retirees	1,316,789	1,316,789	1,311,860
Beneficiaries	144,296	144,296	144,296
Disability Retirees	280,791	280,791	280,791
Terminated Vested	10,927	10,927	10,927
B. Assets			
Actuarial Value	20,182,859	20,182,859	19,267,096
Market Value	21,057,626	21,057,626	19,697,940
C. Liabilities			
Present Value of Benefits			
Actives			
Retirement Benefits	16,440,704	15,912,678	14,884,556
Disability Benefits	1,816,278	1,762,099	1,707,501
Death Benefits	209,644	182,571	170,515
Vested Benefits	618,262	606,306	556,463
Service Retirees	18,487,276	18,487,276	18,808,994
Beneficiaries	1,476,553	1,476,553	1,478,285
Disability Retirees	4,705,711	4,705,711	4,722,752
Terminated Vested	<u>139,301</u>	<u>139,301</u>	<u>144,033</u>
Total	43,893,729	43,272,495	42,473,099

C. Liabilities - (Continued)	New Benefits <u>1/1/2020</u>	Old Benefits <u>1/1/2020</u>	<u>5/1/2019</u>
Present Value of Future Salaries	23,324,444	22,673,976	22,028,556
Present Value of Future Member Contributions	2,205,326	2,143,824	2,082,800
Normal Cost (Retirement)	509,223	486,942	459,708
Normal Cost (Disability)	103,030	101,453	96,965
Normal Cost (Death)	14,928	13,368	11,806
Normal Cost (Vesting)	<u>33,326</u>	<u>32,802</u>	<u>29,572</u>
Total Normal Cost	660,507	634,565	598,051
Present Value of Future Normal Costs	6,382,698	5,872,386	5,717,756
Accrued Liability (Retirement)	11,467,285	11,363,715	10,445,949
Accrued Liability (Disability)	819,037	813,136	773,171
Accrued Liability (Death)	53,870	54,565	53,416
Accrued Liability (Vesting)	361,998	359,852	328,743
Accrued Liability (Inactives)	<u>24,808,841</u>	<u>24,808,841</u>	<u>25,154,064</u>
Total Actuarial Accrued Liability	37,511,031	37,400,109	36,755,343
Unfunded Actuarial Accrued Liability (UAAL)	17,328,172	17,217,250	17,488,247
Funded Ratio (AVA / AL)	53.8%	54.0%	52.4%

	New Benefits <u>1/1/2020</u>	Old Benefits <u>1/1/2020</u>	<u>5/1/2019</u>
D. Actuarial Present Value of Accrued Benefits			
Vested Accrued Benefits			
Inactives	24,808,841	24,808,841	25,154,064
Actives	4,324,941	4,315,253	3,644,441
Member Contributions	<u>2,146,111</u>	<u>2,146,111</u>	<u>2,003,973</u>
Total	31,279,893	31,270,205	30,802,478
Non-vested Accrued Benefits	<u>972,311</u>	<u>965,238</u>	<u>1,037,098</u>
Total Present Value Accrued Benefits	32,252,204	32,235,443	31,839,576
Funded Ratio (MVA / PVAB)	65.3%	65.3%	61.9%
Increase (Decrease) in Present Value of Accrued Benefits Attributable to:			
Plan Amendments	16,761	0	
Assumption Changes	0	0	
New Accrued Benefits	0	(469,409)	
Benefits Paid	0	(1,166,389)	
Interest	0	2,031,665	
Other	<u>0</u>	<u>0</u>	
Total	16,761	395,867	

Valuation Date	New Benefits 1/1/2020	Old Benefits 1/1/2020	5/1/2019
Applicable to Fiscal Year Ending	<u>12/31/2020</u>	<u>12/31/2020</u>	<u>4/30/2020</u>
E. Pension Cost			
Normal Cost ¹	\$703,440	\$675,812	\$636,924
% of Total Annual Payroll ¹	32.0	30.8	30.9
Administrative Expenses ¹	33,287	33,287	50,891
% of Total Annual Payroll ¹	1.5	1.5	2.5
Payment Required to Amortize Unfunded Actuarial Accrued Liability over 20 years (as of 1/1/2020) ¹	1,244,250	1,236,285	1,213,796
% of Total Annual Payroll ¹	56.6	56.3	59.0
Total Recommended Contribution	1,980,977	1,945,384	1,901,611
% of Total Annual Payroll ¹	90.1	88.6	92.4
Expected Member Contributions ¹	207,690	207,690	194,668
% of Total Annual Payroll ¹	9.5	9.5	9.5
Expected Village Contribution	1,773,287	1,737,694	1,706,943
% of Total Annual Payroll ¹	80.6	79.1	82.9

F. Past Contributions

Plan Years Ending: 12/31/2019

Total Recommended Contribution	1,280,100
Village Requirement	1,137,962

Actual Contributions Made:

Members (excluding buyback)	142,138
Village	<u>960,424</u>
Total	1,102,562

G. Net Actuarial (Gain)/Loss (360,711)

¹ Contributions developed as of 1/1/2020 displayed above have been adjusted to account for assumed interest.

H. Schedule Illustrating the Amortization of the Total Unfunded Actuarial Accrued Liability as of:

<u>Year</u>	<u>Projected Unfunded Accrued Liability</u>
2020	17,328,172
2021	17,210,253
2022	17,047,342
2027	15,405,540
2031	12,781,321
2036	7,137,541
2040	0

I. (i) 3 Year Comparison of Actual and Assumed Salary Increases

		<u>Actual</u>	<u>Assumed</u>
Year Ended	12/31/2019	3.46%	3.08%
Year Ended	4/30/2019	4.70%	4.83%
Year Ended	4/30/2018	3.29%	5.50%

(ii) 3 Year Comparison of Investment Return on Actuarial Value

		<u>Actual</u>	<u>Assumed</u>
Year Ended	12/31/2019	7.99%	6.50%
Year Ended	4/30/2019	6.74%	6.50%
Year Ended	4/30/2018	6.85%	6.50%

DEVELOPMENT OF JANUARY 1, 2020 AMORTIZATION PAYMENT

(1) Unfunded Actuarial Accrued Liability as of May 1, 2019	\$17,488,247
(2) Sponsor Normal Cost developed as of May 1, 2019	268,922
(3) Expected administrative expenses for the year ended December 31, 2019	31,857
(4) Expected interest on (1), (2) and (3)	770,168
(5) Sponsor contributions to the System during the year ended December 31, 2019	960,424
(6) Expected interest on (5)	20,809
(7) Expected Unfunded Actuarial Accrued Liability as of December 31, 2019, (1)+(2)+(3)+(4)-(5)-(6)	17,577,961
(8) Change to UAAL due to Benefits Change	110,922
(9) Change to UAAL due to Actuarial (Gain)/Loss	(360,711)
(10) Unfunded Accrued Liability as of January 1, 2020	17,328,172
(11) UAAL Subject to Amortization (100% AAL less Actuarial Assets)	17,328,172

<u>Date Established</u>	<u>Years Remaining</u>	<u>1/1/2020 Amount</u>	<u>Amortization Amount</u>
1/1/2020	20	17,328,172	1,168,310

STATUTORY MINIMUM REQUIRED CONTRIBUTION

Contribution requirements shown on this page are calculated according to statutory minimum funding requirements of the Illinois Pension Code. We do not believe this method is sufficient to fund future benefits; as such, we recommend funding according to the contributions developed in Section E of this report.

	New Benefits	Old Benefits	
Valuation Date	1/1/2020	1/1/2020	5/1/2019
Applicable to Fiscal Year Ending	<u>12/31/2020</u>	<u>12/31/2020</u>	<u>4/30/2020</u>
Actuarial Accrued Liability (PUC)	36,805,259	36,696,869	36,117,872
Actuarial Value of Assets	<u>20,182,859</u>	<u>20,182,859</u>	<u>19,267,096</u>
Unfunded Actuarial Accrued Liability (UAAL)	16,622,400	16,514,010	16,850,776
UAAL Subject to Amortization	12,941,874	12,844,323	13,238,989
Normal Cost ¹	\$754,564	\$729,268	\$682,049
% of Total Annual Payroll ¹	34.4	33.2	33.1
Administrative Expenses ¹	33,287	33,287	50,891
% of Total Annual Payroll ¹	1.5	1.5	2.5
Payment Required to Amortize Unfunded Actuarial Accrued Liability over 21 years (as of 1/1/2020) ¹	898,249	891,479	918,871
% of Total Annual Payroll ¹	40.9	40.6	44.6
Total Required Contribution	1,686,100	1,654,034	1,651,811
% of Total Annual Payroll ¹	76.8	75.3	80.2
Expected Member Contributions ¹	207,690	207,690	194,668
% of Total Annual Payroll ¹	9.5	9.5	9.5
Expected Village Contribution	1,478,410	1,446,344	1,457,143
% of Total Annual Payroll ¹	67.3	65.8	70.7

Assumptions and Methods:

Actuarial Cost Method	Projected Unit Credit
Amortization Method	90% Funding by 2040

All other assumptions and methods are as described in the Actuarial Assumptions and Methods section.

¹ Contributions developed as of 1/1/2020 displayed above have been adjusted to account for assumed interest.

PROJECTION OF BENEFIT PAYMENTS

Year	Payments for Current Actives	Payments for Current Inactives	Total Payments
2020	47,742	1,763,433	1,811,175
2021	99,674	1,770,746	1,870,420
2022	147,786	1,795,433	1,943,219
2023	207,582	1,816,120	2,023,702
2024	266,253	1,832,650	2,098,903
2025	351,073	1,844,983	2,196,056
2026	457,506	1,853,196	2,310,702
2027	564,671	1,874,241	2,438,912
2028	671,345	1,882,657	2,554,002
2029	778,222	1,880,976	2,659,198
2030	891,543	1,876,109	2,767,652
2031	1,000,146	1,868,319	2,868,465
2032	1,104,177	1,857,859	2,962,036
2033	1,216,028	1,844,923	3,060,951
2034	1,316,191	1,829,676	3,145,867
2035	1,443,267	1,812,213	3,255,480
2036	1,591,022	1,792,503	3,383,525
2037	1,712,195	1,770,352	3,482,547
2038	1,828,805	1,745,425	3,574,230
2039	1,962,209	1,717,253	3,679,462
2040	2,075,862	1,685,248	3,761,110
2041	2,184,714	1,648,754	3,833,468
2042	2,289,352	1,610,861	3,900,213
2043	2,380,621	1,563,566	3,944,187
2044	2,468,420	1,510,080	3,978,500
2045	2,561,997	1,450,064	4,012,061
2046	2,651,146	1,383,419	4,034,565
2047	2,755,244	1,310,314	4,065,558
2048	2,862,665	1,231,206	4,093,871
2049	2,970,982	1,146,877	4,117,859
2050	3,078,511	1,058,318	4,136,829
2051	3,154,283	966,694	4,120,977
2052	3,217,276	873,370	4,090,646
2053	3,269,189	779,941	4,049,130
2054	3,310,829	688,073	3,998,902
2055	3,343,073	599,399	3,942,472
2056	3,364,135	515,362	3,879,497
2057	3,373,994	437,145	3,811,139
2058	3,371,740	365,635	3,737,375
2059	3,355,954	301,439	3,657,393

ACTUARIAL ASSUMPTIONS AND METHODS

Interest Rate	6.50% per year compounded annually, net of investment related expenses.
Mortality Rate	<p><i>Active Lives:</i> PubS-2010 Employee mortality, projected 5 years past the valuation date with Scale MP-2019. 20% of active deaths are assumed to be in the line of duty.</p> <p><i>Inactive Lives:</i> PubS-2010 Healthy Retiree mortality, projected 5 years past the valuation date with Scale MP-2019.</p> <p><i>Beneficiaries:</i> PubS-2010 Survivor mortality, projected 5 years past the valuation date with Scale MP-2019.</p> <p><i>Disabled Lives:</i> PubS-2010 Disabled mortality, projected 5 years past the valuation date with Scale MP-2019.</p> <p>The mortality assumptions sufficiently accommodate anticipated future mortality improvements.</p>
Retirement Age	See table later in this section. This is based on a 2017 experience study performed for the State of Illinois Department of Insurance.
Disability Rate	See table later in this section. 80% of the disabilities are assumed to be in the line of duty. This is based on a 2017 experience study performed for the State of Illinois Department of Insurance.
Termination Rate	See table later in this section. This is based on a 2017 experience study performed for the State of Illinois Department of Insurance.
Inflation	2.50%.
Cost-of-Living Adjustment	<p><u>Tier 1:</u> 3.00% per year after age 55. Those that retire prior to age 55 receive an increase of 1/12 of 3.00% for each full month since benefit commencement upon reaching age 55.</p> <p><u>Tier 2:</u> 1.25% per year after the later of attainment of age 60 or first anniversary of retirement.</p>

Salary Increases

See table below. This is based on a 2017 experience study performed for the State of Illinois Department of Insurance.

Salary Scale	
Service	Rate
0	12.50%
1	12.00%
2	10.00%
3	8.50%
4	7.50%
5	6.00%
6	4.50%
7-26	4.00%
27-30	3.75%
31+	3.50%

Marital Status

80% of Members are assumed to be married.

Spouse's Age

Males are assumed to be three years older than females.

Funding Method

Entry Age Normal Cost Method.

Actuarial Asset Method

Investment gains and losses are smoothed over a 5-year period.

Funding Policy Amortization Method

The UAAL is amortized according to a Level Percentage of Payroll method over a period ending in 2040. The initial amortization amount is 100% of the Accrued Liability less the Actuarial Value of Assets.

Payroll Growth

3.00% per year.

Administrative Expenses

Expenses paid out of the fund other than investment-related expenses are assumed to be equal to those paid in the previous year.

Decrement Tables

% Terminating During the Year		% Becoming Disabled During the Year		% Retiring During the Year (Tier 1)		% Retiring During the Year (Tier 2)	
Age	Rate	Age	Rate	Age	Rate	Age	Rate
20	7.00%	20	0.010%	50-51	10%	50-54	3%
25	5.80%	25	0.016%	52-53	12%	55	30%
30	3.50%	30	0.068%	54-55	15%	56-59	20%
35	1.75%	35	0.220%	56-59	20%	60-62	25%
40	1.10%	40	0.420%	60-62	25%	63-64	33%
45	1.00%	45	0.650%	63-64	33%	65-69	50%
50	1.00%	50	0.900%	65-69	50%	70+	100%
55+	0.00%	55	1.240%	70+	100%		
		60	1.580%				

GLOSSARY

Total Annual Payroll is the projected annual rate of pay for the fiscal year following the valuation date of all covered members.

Present Value of Benefits is the single sum value on the valuation date of all future benefits to be paid to current Members, Retirees, Beneficiaries, Disability Retirees and Vested Terminations.

Normal (Current Year's) Cost is the current year's cost for benefits yet to be funded.

Unfunded Accrued Liability is a liability which arises when a pension plan is initially established or improved and such establishment or improvement is applicable to all years of past service.

Total Recommended Contribution is equal to the Normal Cost plus an amount sufficient to amortize the Unfunded Accrued Liability over a period ending in 2040. The recommended amount is adjusted for interest according to the timing of contributions during the year.

Entry Age Normal Cost Method - Under this method, the normal cost is the sum of the individual normal costs for all active participants. For an active participant, the normal cost is the participant's normal cost accrual rate, multiplied by the participant's current compensation.

(a) The normal cost accrual rate equals:

(i) the present value of future benefits for the participant, determined as of the participant's entry age, divided by

(ii) the present value of the compensation expected to be paid to the participant for each year of the participant's anticipated future service, determined as of the participant's entry age.

(b) In calculating the present value of future compensation, the salary scale is applied both retrospectively and prospectively to estimate compensation in years prior to and subsequent to the valuation year based on the compensation used for the valuation.

(c) The accrued liability is the sum of the individual accrued liabilities for all participants and beneficiaries. A participant's accrued liability equals the present value, at the participant's attained age, of future benefits less the present value at the participant's attained age of the individual normal costs payable in the future. A beneficiary's accrued liability equals the present value, at the beneficiary's attained age, of future benefits. The unfunded accrued liability equals the total accrued liability less the actuarial value of assets.

(d) Under this method, the entry age used for each active participant is the participant's age at the time he or she would have commenced participation if the plan had always been in existence under current terms, or the age as of which he or she first earns service credits for purposes of benefit accrual under the current terms of the plan.

DISCUSSION OF RISK

ASOP No. 51, Assessment and Disclosure of Risk Associated with Measuring Pension Obligations and Determining Pension Plan Contributions, states that the actuary should identify risks that, in the actuary's professional judgment, may reasonably be anticipated to significantly affect the plan's future financial condition.

Throughout this report, actuarial results are determined under various assumption scenarios. These results are based on the premise that all future plan experience will align with the plan's actuarial assumptions; however, there is no guarantee that actual plan experience will align with the plan's assumptions. It is possible that actual plan experience will differ from anticipated experience in an unfavorable manner that will negatively impact the plan's funded position.

Below are examples of ways in which plan experience can deviate from assumptions and the potential impact of that deviation. Typically, this results in an actuarial gain or loss representing the current-year financial impact on the plan's unfunded liability of the experience differing from assumptions; this gain or loss is amortized over a period of time determined by the plan's amortization method. When assumptions are selected that adequately reflect plan experience, gains and losses typically offset one another in the long term, resulting in a relatively low impact on the plan's contribution requirements associated with plan experience. When assumptions are too optimistic, losses can accumulate over time and the plan's amortization payment could potentially grow to an unmanageable level.

- Investment Return: When the rate of return on the Actuarial Value of Assets falls short of the assumption, this produces a loss representing assumed investment earnings that were not realized. Further, it is unlikely that the plan will experience a scenario that matches the assumed return in each year as capital markets can be volatile from year to year. Therefore, contribution amounts can vary in the future.
- Salary Increases: When a plan participant experiences a salary increase that was greater than assumed, this produces a loss representing the cost of an increase in anticipated plan benefits for the participant as compared to the previous year. The total gain or loss associated with salary increases for the plan is the sum of salary gains and losses for all active participants.
- Payroll Growth: The plan's payroll growth assumption, if one is used, causes a predictable annual increase in the plan's amortization payment in order to produce an amortization payment that remains constant as a percentage of payroll if all assumptions are realized. If payroll does not increase according to the plan's payroll growth assumption, the plan's amortization payment can increase significantly as a percentage of payroll even if all assumptions other than the payroll growth assumption are realized.
- Demographic Assumptions: Actuarial results take into account various potential events that could happen to a plan participant, such as retirement, termination, disability, and death. Each of these potential events is assigned a liability based on the likelihood of the event and the financial consequence of the event for the plan. Accordingly, actuarial liabilities reflect a blend of financial consequences associated with various possible outcomes (such as retirement at one of various possible ages). Once the outcome is known (e.g. the participant retires) the liability is adjusted to reflect the known outcome. This adjustment produces a gain or loss depending on whether the outcome was more or less favorable than other outcomes that could have occurred.
- Contribution Risk: This risk results from the potential that actual employer contributions may deviate from actuarially determined contributions, which are determined in accordance with the

Board's funding policy. The funding policy is intended to result in contribution requirements that if paid when due, will result in a reasonable expectation that assets will accumulate to be sufficient to pay plan benefits when due. Contribution deficits, particularly large deficits and those that occur repeatedly, increase future contribution requirements and put the plan at risk for not being able to pay plan benefits when due.

Impact of Plan Maturity on Risk

For newer pension plans, most of the participants and associated liabilities are related to active members who have not yet reached retirement age. As pension plans continue in operation and active members reach retirement ages, liabilities begin to shift from being primarily related to active members to being shared amongst active and retired members. Plan maturity is a measure of the extent to which this shift has occurred. It is important to understand that plan maturity can have an impact on risk tolerance and the overall risk characteristics of the plan. For example, plans with a large amount of retired liability do not have as long of a time horizon to recover from losses (such as losses on investments due to lower than expected investment returns) as plans where the majority of the liability is attributable to active members. For this reason, less tolerance for investment risk may be warranted for highly mature plans with a substantial inactive liability. Similarly, mature plans paying substantial retirement benefits resulting in a small positive or net negative cash flow can be more sensitive to near term investment volatility, particularly if the size of the fund is shrinking, which can result in less assets being available for investment in the market.

To assist with determining the maturity of the plan, we have provided some relevant metrics in the table following titled "Plan Maturity Measures and Other Risk Metrics". Highlights of this information are discussed below:

- The Support Ratio, determined as the ratio of active to inactive members, has decreased from 73.3% on May 1, 2017 to 68.8% on January 1, 2020, indicating that the plan has been rapidly maturing.
- The Accrued Liability Ratio, determined as the ratio of the Inactive Accrued Liability, which is the liability associated with members who are no longer employed but are due a benefit from the plan, to the Total Accrued Liability, is 66.1%. With a plan of this maturity, losses due to lower than expected investment returns or demographic factors can be made up over a longer time horizon than would be needed for a more mature plan.
- The Funded Ratio, determined as the ratio of the Actuarial Value of Assets to the Total Accrued Liability, has stayed approximately the same from May 1, 2017 to January 1, 2020.
- The Net Cash Flow Ratio, determined as the ratio of the Net Cash Flow (contributions minus benefit payments and administrative expenses) to the Market Value of Assets, increased from -2.5% on May 1, 2017 to -0.5% on January 1, 2020. The current Net Cash Flow Ratio of -0.5% indicates that contributions are not currently covering the plan's benefit payments and administrative expenses.

It is important to note that the actuary has identified the risks above as the most significant risks based on the characteristics of the plan and the nature of the project, however, it is not an exhaustive list of potential risks that could be considered. Additional advanced modeling, as well as the identification of additional risks, can be provided at the request of the audience addressed on page 2 of this report.

PLAN MATURITY MEASURES AND OTHER RISK METRICS

	<u>5/1/2017</u>	<u>5/1/2018</u>	<u>5/1/2019</u>	<u>1/1/2020</u>
<u>Support Ratio</u>				
Total Actives	22	24	21	22
Total Inactives	30	31	33	32
Actives / Inactives	73.3%	77.4%	63.6%	68.8%

Asset Volatility Ratio

Market Value of Assets (MVA)	17,864,155	19,031,934	19,697,940	21,057,626
Total Annual Payroll	2,055,904	2,250,404	2,058,888	2,196,617
MVA / Total Annual Payroll	868.9%	845.7%	956.7%	958.6%

Accrued Liability (AL) Ratio

Inactive Accrued Liability	20,917,983	21,022,476	25,154,064	24,808,841
Total Accrued Liability	33,411,534	33,537,042	36,755,343	37,511,031
Inactive AL / Total AL	62.6%	62.7%	68.4%	66.1%

Funded Ratio

Actuarial Value of Assets (AVA)	17,808,487	18,652,179	19,267,096	20,182,859
Total Accrued Liability	33,411,534	33,537,042	36,755,343	37,511,031
AVA / Total Accrued Liability	53.3%	55.6%	52.4%	53.8%

Net Cash Flow Ratio

Net Cash Flow ¹	(444,836)	(363,986)	(621,735)	(95,082)
Market Value of Assets (MVA)	17,864,155	19,031,934	19,697,940	21,057,626
Ratio	-2.5%	-1.9%	-3.2%	-0.5%

¹ Determined as total contributions minus benefit payments and administrative expenses.

STATEMENT OF FIDUCIARY NET POSITION
December 31, 2019

<u>ASSETS</u>	MARKET VALUE
Cash and Cash Equivalents:	
Money Market	240,745
Cash and Cash Equivalents	34,954
Total Cash and Equivalents	275,699
Receivables:	
Prepays	4,831
Accrued Past Due Interest	40,266
Total Receivable	45,097
Investments:	
Fixed Income	6,882,732
Mutual Funds	13,867,717
Total Investments	20,750,449
Total Assets	21,071,245
<u>LIABILITIES</u>	
Liabilities:	
Payable:	
Expenses	13,619
Total Liabilities	13,619
Net Assets:	
Active and Retired Members' Equity	21,057,626
NET POSITION RESTRICTED FOR PENSIONS	21,057,626
TOTAL LIABILITIES AND NET ASSETS	21,071,245

STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
FOR THE YEAR ENDED December 31, 2019
Market Value Basis

ADDITIONS

Contributions:

Member	142,138
Village	960,424

Total Contributions	1,102,562
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Investment Income:

Net Increase in Fair Value of Investments	971,197
Interest & Dividends	503,957
Less Investment Expense ¹	(24,707)

Net Investment Income	1,450,447
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Total Additions	2,553,009
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DEDUCTIONS

Distributions to Members:

Benefit Payments	1,160,618
Refund of Contributions/Transfers	5,771

Total Distributions	1,166,389
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Administrative Expenses	31,255
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Total Deductions	1,197,644
------------------	-----------

Net Increase in Net Position	1,355,365
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NET POSITION RESTRICTED FOR PENSIONS

Beginning of the Year	19,697,940
Adjustment to beginning of year	4,321

End of the Year	21,057,626
-----------------	------------

¹ Investment Related expenses include investment advisory, custodial and performance monitoring fees.

ACTUARIAL ASSET VALUATION
December 31, 2019

Actuarial Assets for funding purposes are developed by recognizing the total actuarial investment gain or loss for each Plan Year over a five year period. In the first year, 20% of the gain or loss is recognized. In the second year 40%, in the third year 60%, in the fourth year 80%, and in the fifth year 100% of the gain or loss is recognized. The actuarial investment gain or loss is defined as the actual return on investments minus the actuarial assumed investment return. Actuarial Assets shall not be less than 80% nor greater than 120% of the Market Value of Assets.

Plan Year Ending	Gain/(Loss)	Gains/(Losses) Not Yet Recognized				
		Amounts Not Yet Recognized by Valuation Year				
		2020	2021	2022	2023	2024
4/30/2016	(1,103,984)	(73,599)	0	0	0	0
4/30/2017	913,722	243,659	60,915	0	0	0
4/30/2018	382,424	178,465	101,980	25,495	0	0
4/30/2019	70,872	47,248	33,074	18,899	4,725	0
12/31/2019	598,742	478,994	359,245	239,497	119,748	0
Total		874,767	555,214	283,891	124,473	0

Development of Investment Gain/Loss

Market Value of Assets, 4/30/2019	19,702,261
Contributions Less Benefit Payments & Administrative Expenses	(95,082)
Expected Investment Earnings ¹	851,705
Actual Net Investment Earnings	1,450,447
2019 Actuarial Investment Gain/(Loss)	598,742

¹ Expected Investment Earnings = 6.50% x (19,702,261 + 0.5 x -95,082) x (8/12)

Development of Actuarial Value of Assets

Market Value of Assets, 12/31/2019	21,057,626
(Gains)/Losses Not Yet Recognized	(874,767)
Actuarial Value of Assets, 12/31/2019	20,182,859
(A) 4/30/2019 Actuarial Assets:	19,267,096
(I) Net Investment Income:	
1. Interest and Dividends	503,957
2. Realized Gains (Losses)	0
3. Change in Actuarial Value	531,595
4. Investment Expenses	(24,707)
Total	1,010,845
(B) 12/31/2019 Actuarial Assets:	20,182,859
Actuarial Asset Rate of Return = (2 x I) / (A + B - I), adjusted to annual value:	7.99%
Market Value of Assets Rate of Return, adjusted to annual value:	11.27%
12/31/2019 Limited Actuarial Assets:	20,182,859
Actuarial Gain/(Loss) due to Investment Return (Actuarial Asset Basis)	188,715

CHANGES IN NET ASSETS AVAILABLE FOR BENEFITS

December 31, 2019
Actuarial Asset Basis

INCOME		
Contributions:		
Member	142,138	
Village	960,424	
Total Contributions		1,102,562
Earnings from Investments		
Interest & Dividends	503,957	
Change in Actuarial Value	531,595	
Total Earnings and Investment Gains		1,035,552
EXPENSES		
Administrative Expenses:		
Investment Related ¹	24,707	
Other	31,255	
Total Administrative Expenses		55,962
Distributions to Members:		
Benefit Payments	1,160,618	
Refund of Contributions/Transfers	5,771	
Total Distributions		1,166,389
Change in Net Assets for the Year		915,763
Net Assets Beginning of the Year		19,267,096
Net Assets End of the Year ²		20,182,859

¹ Investment Related expenses include investment advisory, custodial and performance monitoring fees.

² Net Assets may be limited for actuarial consideration.

STATISTICAL DATA

	<u>5/1/2017</u>	<u>5/1/2018</u>	<u>5/1/2019</u>	<u>1/1/2020</u>
<u>Actives - Tier 1</u>				
Number	17	17	15	15
Average Current Age	45.0	46.0	45.6	46.3
Average Age at Employment	28.0	28.0	28.2	28.0
Average Past Service	17.0	18.0	17.4	18.3
Average Annual Salary	\$99,932	\$102,919	\$105,785	\$108,935
<u>Actives - Tier 2</u>				
Number	5	7	6	7
Average Current Age	31.2	31.0	31.9	31.6
Average Age at Employment	28.4	28.0	27.4	27.1
Average Past Service	2.8	3.0	4.5	4.5
Average Annual Salary	\$71,412	\$71,541	\$78,686	\$80,371
<u>Service Retirees</u>				
Number	18	19	20	20
Average Current Age	72.2	72.4	71.0	71.7
Average Annual Benefit	\$62,710	\$61,562	\$65,593	\$65,839
<u>Beneficiaries</u>				
Number	2	2	2	2
Average Current Age	71.6	72.6	73.6	74.2
Average Annual Benefit	\$72,148	\$72,148	\$72,148	\$72,148
<u>Disability Retirees</u>				
Number	5	5	5	5
Average Current Age	58.0	59.0	60.0	60.7
Average Annual Benefit	\$51,900	\$52,549	\$56,158	\$56,158
<u>Terminated Vested</u>				
Number	5	5	6	5
Average Current Age	38.0	39.0	38.7	40.7
Average Annual Benefit ¹	\$5,464	\$5,464	\$5,464	\$5,464

¹ Average Annual Benefit for Terminated Vested members reflects the benefit for members entitled to a future annual benefit from the plan.

AGE AND SERVICE DISTRIBUTION

PAST SERVICE

AGE	0	1	2	3	4	5-9	10-14	15-19	20-24	25-29	30+	Total
15 - 19	0	0	0	0	0	0	0	0	0	0	0	0
20 - 24	0	0	0	0	0	0	0	0	0	0	0	0
25 - 29	1	1	2	0	0	0	0	0	0	0	0	4
30 - 34	0	0	0	0	0	0	1	0	0	0	0	1
35 - 39	0	0	0	0	0	2	2	0	0	0	0	4
40 - 44	0	0	0	0	0	1	0	1	0	0	0	2
45 - 49	0	0	0	0	0	0	2	3	2	0	0	7
50 - 54	0	0	0	0	0	0	0	1	0	1	0	2
55 - 59	0	0	0	0	0	0	0	0	1	1	0	2
60 - 64	0	0	0	0	0	0	0	0	0	0	0	0
65+	0	0	0	0	0	0	0	0	0	0	0	0
Total	1	1	2	0	0	3	5	5	3	2	0	22

VALUATION PARTICIPANT RECONCILIATION

1. Active lives

a. Number in prior valuation 5/1/2019	21
b. Terminations	
i. Vested (partial or full) with deferred benefits	0
ii. Non-vested or full lump sum distribution received	0
iii. Transferred service to other fund	0
c. Deaths	
i. Beneficiary receiving benefits	0
ii. No future benefits payable	0
d. Disabled	0
e. Retired	<u>0</u>
f. Continuing participants	21
g. New entrants	<u>1</u>
h. Total active life participants in valuation	22

2. Non-Active lives (including beneficiaries receiving benefits)

	Service Retirees, Vested Receiving <u>Benefits</u>	Receiving Death <u>Benefits</u>	Receiving Disability <u>Benefits</u>	Vested Deferred	<u>Total</u>
a. Number prior valuation	20	2	5	6	33
Retired	0	0	0	0	0
Vested Deferred	0	0	0	0	0
Death, With Survivor	0	0	0	0	0
Death, No Survivor	0	0	0	0	0
Disabled	0	0	0	0	0
Refund of Contributions	0	0	0	(1)	(1)
Rehires	0	0	0	0	0
Expired Annuities	0	0	0	0	0
Data Corrections	0	0	0	0	0
Hired/Termed in Same Year	0	0	0	0	0
b. Number current valuation	20	2	5	5	32

SUMMARY OF CURRENT PLAN

Article 4 Pension Fund

The Plan is established and administered as prescribed by “Article 4. Firefighters’ Pension Fund – Municipalities 500,000 and Under” of the Illinois Pension Code.

Plan Administration

The Plan is a single employer defined benefit pension plan administered by a Board of Trustees comprised of:

- a.) Two members appointed by the Municipality,
- b.) Two active Members of the Fire Department elected by the Membership, and
- c.) One retired Member of the Fire Department elected by the Membership.

Credited Service

Years and fractional parts of years of service (except as noted below) as a sworn Firefighter employed by the Municipality.

Salary

Annual salary, including longevity, attached to firefighter’s rank, as established by the municipality appropriation ordinance, excluding overtime pay, bonus pay and holiday pay except for the base 8 hours of the 10 pensionable holidays which is included.

For Tier 2 participants, the salary is capped at a rate of \$106,800 as of 2011, indexed annually at a rate of CPI-U, but not to exceed 3.00%.

Normal Retirement

Date

Tier 1: Age 50 and 20 years of Credited Service.

Tier 2: Age 55 and 10 years of Credited Service.

Benefit

Tier 1: 50% of annual salary attached to rank on last day of service plus 2.50% of annual salary for each year of service over 20 years, up to a maximum of 75% of salary. The minimum monthly benefit is \$1,159.27 per month.

Tier 2: 2.50% per year of service times the average salary for the 48 consecutive months of service within the last 60 months of service in which the total salary was the highest prior to retirement times the number of years of service, up to a maximum of 75% of average salary. The minimum monthly benefit is \$1,159.27 per month.

Form of Benefit

Tier 1: For married retirees, an annuity payable for the life of the Member; upon the death of the member, 100% of the Member’s benefit payable to the spouse until death. For unmarried retirees, the normal form is a Single Life Annuity.

Tier 2: Same as above, but with 66 2/3% of benefit continued to spouse.

Early Retirement

Date	Tier 1: Age 60 and 10 years of Credited Service. Tier 2: Age 50 and 10 years of Credited Service.
Benefit	Tier 1: 1.50% plus 0.10% for each year of service in excess of 10 years, times salary x service (complete years). Tier 2: Normal Retirement Benefit, reduced 6.00% for each year before age 55, with no minimum benefit.
Form of Benefit	Same as Normal Retirement.

Disability Benefit

Eligibility	Total and permanent as determined by the Board of Trustees. Seven years of service required for non-service connected disability.
Benefit Amount	A maximum of: <ul style="list-style-type: none">a.) 65% of salary attached to the rank held by Member on last day of service, and;b.) The monthly retirement pension that the Member is entitled to receive if he or she retired immediately. <p>For non-service connected disabilities, a benefit of 50% of salary attached to rank held by Member on last day of service.</p>

Cost-of-Living Adjustment

Tier 1:

Retirees: An annual increase equal to 3.00% per year after age 55. Those that retire prior to age 55 receive an increase of 1/12 of 3.00% for each full month since benefit commencement upon reaching age 55.

Disabled Retirees: An annual increase equal to 3.00% per year of the original benefit amount beginning at age 60. Those that become disabled prior to age 60 receive an increase of 3.00% of the original benefit amount for each year since benefit commencement upon reaching age 60.

Tier 2: An annual increase each January 1 equal to 3.00% per year or one-half of the annual unadjusted percentage increase in the consumer price index-u for the 12 months ending with the September preceding each November 1, whichever is less, of the original pension after the attainment of age 60 or first anniversary of pension start date whichever is later.

Pre-Retirement Death Benefit

Service Incurred	100% of salary attached to rank held by Member on last day of service.
Non-Service Incurred	A maximum of: <ul style="list-style-type: none">a.) 54% of salary attached to the rank held by Member on last day of service, and;b.) The monthly retirement pension earned by the deceased Member at the time of death, regardless of whether death occurs before or after age 50.

Vesting (Termination)

Vesting Service Requirement	10 years.
Non-Vested Benefit	Refund of Member Contributions.
Vested Benefit	Either the termination benefit, payable upon reaching age 60 (55 for Tier 2), provided contributions are not withdrawn, or a refund of member contributions.
Termination Benefit	<p>Based on the monthly salary attached to the Member's rank at separation from service and equals:</p> <p>Tier 1: 1.50% plus 0.10% for each year of service in excess of 10 years, times salary x service (based on complete years).</p> <p>Tier 2: 2.50% of 8-year final average salary times creditable service.</p>

Contributions

Employee	9.455% of Salary.
Municipality	Remaining amount necessary for payment of Normal (current year's) Cost and amortization of the accrued past service liability.



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September 11, 2020

Thomas K. Cauley, Jr., President
Village of Hinsdale
19 East Chicago Avenue
Hinsdale, IL 60521

VIA ELECTRONIC & FIRST CLASS MAIL
tcauley@villageofhinsdale.org

Re: Hinsdale Police Pension Fund – Annual Tax Levy Certification

Dear Village President Cauley:

The undersigned is legal counsel for the Hinsdale Police Pension Board. Section 3-143 of the Pension Code requires the Pension Board to annually certify the amount necessary for the Village to meet its required contribution to the Pension Fund pursuant to sections 3-125 and 3-127 of the Pension Code.

Pursuant to the actuarial report issued by Foster & Foster on behalf of the Village, the municipality's tax levy for the Hinsdale Police Pension Fund for the upcoming tax year should be **\$1,092,063** with a total municipal contribution of **\$1,308,204** (includes member contributions). Please notify the undersigned if the Village will not be levying the certified amount.

Also enclosed for your review is a copy of the Pension Board's Municipal Compliance Report for the fiscal year ended December 31, 2019. This report, along with a copy of the Pension Board's currently-effective investment policy statement, is being provided to you in accordance with Section 3-143 of the Pension Code.

As always, the Pension Board thanks the Village for its commitment to properly fund the Police Pension Fund. Please contact me if you have any questions regarding this matter.

Sincerely,

Laura J. Goodloe

Enc.

cc: Grant McElroy, President
Hinsdale Police Pension Fund

THE VILLAGE OF HINSDALE, ILLINOIS
POLICE PENSION FUND

PUBLIC ACT 95-0950
MUNICIPAL COMPLIANCE REPORT

FOR THE FISCAL YEAR ENDED
DECEMBER 31, 2019

THE VILLAGE OF HINSDALE, ILLINOIS
POLICE PENSION FUND

Public Act 95-950 - Municipal Compliance Report
For the Fiscal Year Ending December 31, 2019

The Pension Board certifies to the Board of Trustees of the Village of Hinsdale, Illinois on the condition of the Pension Fund at the end of its most recently completed fiscal year the following information:

- 1) The total cash and investments, including accrued interest, of the fund at market value and the total net position of the Pension Fund:

	Current Fiscal Year	Preceding Fiscal Year
Total Cash and Investments (including accrued interest)	<u>\$33,157,890</u>	<u>\$31,561,629</u>
Total Net Position	<u>\$33,126,627</u>	<u>\$31,553,503</u>

- 2) The estimated receipts during the next succeeding fiscal year from deductions from the salaries of police officers and from other sources:

Estimated Receipts - Employee Contributions	<u>\$157,100</u>
Estimated Receipts - All Other Sources	
Investment Earnings	<u>\$2,321,100</u>
Municipal Contributions	<u>\$1,092,063</u>

- 3) The estimated amount required during the next succeeding fiscal year to (a) pay all pensions and other obligations provided in Article 3 of the Illinois Pension Code, and (b) to meet the annual requirements of the fund as provided in Sections 3-125 and 3-127:

(a) Pay all Pensions and Other Obligations	<u>\$1,878,000</u>
(b) Annual Requirement of the Fund as Determined by:	
Illinois Department of Insurance	<u>\$928,501</u>
Private Actuary - Foster & Foster	
Recommended Municipal Contribution	<u>\$1,092,063</u>
Statutory Municipal Contribution	<u>\$757,563</u>

THE VILLAGE OF HINSDALE, ILLINOIS
POLICE PENSION FUND

Public Act 95-950 - Municipal Compliance Report
For the Fiscal Year Ending December 31, 2019

- 4) The total net income received from investment of assets along with the assumed investment return and actual investment return received by the fund during its most recently completed fiscal year compared to the total net income, assumed investment return, and actual investment return received during the preceding fiscal year:

	Current Fiscal Year	Preceding Fiscal Year
Net Income Received from Investment of Assets	\$2,367,653	\$2,721,237
Assumed Investment Return		
Illinois Department of Insurance	6.50%	6.50%
Private Actuary - Foster & Foster	7.00%	7.00%
Actual Investment Return	7.32%	8.83%

- 5) The total number of active employees who are financially contributing to the fund:

Number of Active Members	23
--------------------------	----

- 6) The total amount that was disbursed in benefits during the fiscal year, including the number of and total amount disbursed to (i) annuitants in receipt of a regular retirement pension, (ii) recipients being paid a disability pension, and (iii) survivors and children in receipt of benefits:

	Number of	Total Amount Disbursed
(i) Regular Retirement Pension	24	\$1,171,587
(ii) Disability Pension	3	\$81,347
(iii) Survivors and Child Benefits	6	\$163,704
Totals	33	\$1,416,638

**THE VILLAGE OF HINSDALE, ILLINOIS
POLICE PENSION FUND**

**Public Act 95-950 - Municipal Compliance Report
For the Fiscal Year Ending December 31, 2019**

- 7) The funded ratio of the fund:

	Current Fiscal Year	Preceding Fiscal Year
Illinois Department of Insurance	72.00%	74.27%
Private Actuary - Foster & Foster	74.87%	74.47%

- 8) The unfunded liability carried by the fund, along with an actuarial explanation of the unfunded liability:

Unfunded Liability:

Illinois Department of Insurance	\$12,153,909
Private Actuary - Foster & Foster	\$10,812,916

The accrued liability is the actuarial present value of the portion of the projected benefits that has been accrued as of the valuation date based upon the actuarial valuation method and the actuarial assumptions employed in the valuation. The unfunded accrued liability is the excess of the accrued liability over the actuarial value of assets.

- 9) The investment policy of the Pension Board under the statutory investment restrictions imposed on the fund.

Investment Policy - See Attached.

Please see Notes Page attached.

CERTIFICATION OF MUNICIPAL POLICE
PENSION FUND COMPLIANCE REPORT

The Board of Trustees of the Pension Fund, based upon information and belief, and to the best of our knowledge, hereby certify pursuant to §3-143 of the Illinois Pension Code 40 ILCS 5/3-143, that the preceding report is true and accurate.

Adopted this _____ day of _____, 2020

President _____ Date _____

Secretary _____ Date _____

**THE VILLAGE OF HINSDALE, ILLINOIS
POLICE PENSION FUND**

**Public Act 95-950 - Municipal Compliance Report
For the Fiscal Year Ending December 31, 2019**

INDEX OF ASSUMPTIONS

- 1) Total Cash and Investments - as Reported at Market Value in the Audited Financial Statements for the Years Ended December 31, 2019 and April 30, 2019.

Total Net Position - as Reported in the Audited Financial Statements for the Years Ended December 31, 2019 and April 30, 2019.

- 2) Estimated Receipts - Employee Contributions as Reported in the Audited Financial Statements for the Year Ended December 31, 2019 plus 5.98% Increase (Actuarial Salary Increase Assumption) Rounded to the Nearest \$100.

Estimated Receipts - All Other Sources:

Investment Earnings - Cash and Investments as Reported in the Audited Financial Statements for the Year Ended December 31, 2019, times 7% (Actuarial Investment Return Assumption) Rounded to the Nearest \$100.

Municipal Contributions - Recommended Tax Levy Requirement as Reported by Foster & Foster, Actuarial Valuation for the Year Ended December 31, 2019.

- 3) (a) Pay all Pensions and Other Obligations - Total Non-Investment Deductions as Reported in the Audited Financial Statements for the Year Ended December 31, 2019, plus a 25% Increase, Rounded to the Nearest \$100.

(b) Annual Requirement of the Fund as Determined by:

Illinois Department of Insurance - Suggested Amount of Tax Levy as Reported in the December 31, 2019 Actuarial Valuation.

Private Actuary - Foster & Foster

Recommended Amount of Tax Levy as Reported by Foster & Foster in the December 31, 2019 Actuarial Valuation.

Statutorily Required Amount of Tax Levy as Reported by Foster & Foster in the December 31, 2019 Actuarial Valuation.

THE VILLAGE OF HINSDALE, ILLINOIS
POLICE PENSION FUND

Public Act 95-950 - Municipal Compliance Report
For the Fiscal Year Ending December 31, 2019

INDEX OF ASSUMPTIONS - Continued

- 4) Net Income Received from Investment of Assets - Investment Income (Loss) net of Investment Expense, as Reported in the Audited Financial Statements for the Years Ended December 31, 2019 and April 30, 2019.

Assumed Investment Return:

Illinois Department of Insurance - Current and Preceding Fiscal Year Interest Rate Assumption as Reported in the December 31, 2019 and April 30, 2019 Actuarial Valuations.

Private Actuary - Current and Preceding Fiscal Year Interest Rate Assumption as Reported in the Foster & Foster, December 31, 2019 and April 30, 2019 Actuarial Valuations.

Actual Investment Return - Net Income Received from Investments as Reported Above as a Percentage of the Average of the Beginning balance of the Cash and Investments and the Ending balance of the Cash and Investments, excluding the fiscal year net investment income, as Reported in the Audited Financial Statements for the Fiscal Years Ended December 31, 2019 and April 30, 2019.

- 5) Number of Active Members - Illinois Department of Insurance Annual Statement for December 31, 2019 - Schedule P.
- 6) (i) Regular Retirement Pension - Illinois Department of Insurance Annual Statement for December 31, 2019 - Schedule P for Number of Participants and Expense page 1 for Total Amount Disbursed.
- (ii) Disability Pension - Same as above.
- (iii) Survivors and Child Benefits - Same as above.

**THE VILLAGE OF HINSDALE, ILLINOIS
POLICE PENSION FUND**

**Public Act 95-950 - Municipal Compliance Report
For the Fiscal Year Ending December 31, 2019**

INDEX OF ASSUMPTIONS - Continued

7) The funded ratio of the fund:

Illinois Department of Insurance - Current and Preceding Fiscal Year Actuarial Value of Assets as a percentage of Accrued Liability as Reported in the December 31, 2019 and April 30, 2019 Actuarial Valuations.

Private Actuary - Current and Preceding Fiscal Year Actuarial Value of Assets as a percentage of Accrued Liability as Reported in the Foster & Foster, December 31, 2019 and April 30, 2019 Actuarial Valuations.

8) Unfunded Liability:

Illinois Department of Insurance - Deferred Asset (Unfunded Accrued Liability) as Reported in the December 31, 2019 Actuarial Valuation.

Private Actuary - Deferred Asset (Unfunded Accrued Liability) as Reported by Foster & Foster in the December 31, 2019 Actuarial Valuation.

BOARD OF TRUSTEES OF THE HINSDALE POLICE PENSION FUND

STATEMENT OF INVESTMENT POLICY, OBJECTIVES AND GUIDELINES

April 15, 2020

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I.
SCOPE OF THE INVESTMENT POLICY

This "Statement of Investment Policy" reflects the investment policy, objections and constraints for the Hinsdale Police Pension Fund by its Trustees. This policy will be reviewed at least annually by the Trustees (Board) of the Hinsdale Police Pension Fund.

II.
PURPOSE OF THE INVESTMENT POLICY

The Board of Trustees of the Hinsdale Police Pension Fund sets forth this "Statement of Investment Policy" in order to:

- A. Provide eligible employees with retirement benefits; to provide eligible and qualified employees with disability benefits, as may be provided pursuant to the applicable provisions of the Illinois Police Pension Code (*40 ILCS 5/3-101 et seq.*), and; to provide eligible and qualified employees with the benefits as may be applicable pursuant to the provisions of the Illinois Police Pension Code;
- B. Define and assign the responsibilities of all involved parties;
- C. Establish a clear understanding for all involved parties of the investment goals and objectives for Fund assets;
- D. Offer guidance and limitations to all "Investment Managers" regarding the investment of Fund assets;
- E. Establish a basis for evaluating investment results;
- F. Ensure the Fund assets are managed in accordance with the State of Illinois Department of Insurance Regulations and the requirements of the Illinois Pension Code (*40 ILCS 5/1-101 et seq.* and *5/1A-101 et seq.*) and other laws as may be applicable to investments under Article 3 of the Code (*40 ILCS 5/3-101 et seq.*) and as such Statutes may be amended hereinafter; and
- G. Establish the relevant investment horizon for which Fund assets will be managed.
- H. Make a copy of the investment Policy available to the public at the main office of the Pension Fund.
- I. File a copy of the Investment Policy with the Illinois Department of Insurance within thirty (30) days of its adoption or subsequent amendment.

In general, the purpose of this statement is to outline a philosophy and attitude, which will guide the investment management of the assets toward the desired results. It is intended to be sufficiently specific to be meaningful, yet flexible enough to be practical.

III. STATUTORY REFERENCES

The primary Statutes which have reference to the management of the investments of the Pension Fund are 40 ILCS 5/1-101 et seq., 40 ILCS 5/1A-101 et seq. and 40 ILCS 5/3-101 et seq. Provided, however, this Investment Policy is subject to application of any and all laws which may, in fact, have application to the Pension Fund's investments. Moreover, any and all amendments and/or modifications to the pension laws hereinafter effecting investments of the Pension Fund Board shall have further application to this Investment Policy.

IV. DEFINITIONS

FUND	The Hinsdale Police Pension Fund.
BOARD OF TRUSTEES	Refers to the governing board established to administer the Fund, as specified pursuant to the provisions of <i>40 ILCS 5/3-128</i> .
ILLINOIS PENSION INVESTMENT LAW	The State of Illinois Department of Insurance, including the requirements of the Illinois Pension Code (<i>40 ILCS 5/1-101, et seq.</i> and <i>5/1A-101, et seq.</i>) and other laws as may be applicable to investments under <u>Article 3</u> of the Code (<i>40 ILCS 5/3-101 et seq.</i>), and as such Statutes may be amended hereinafter.
FIDUCIARY	Any individual or group of individuals as defined by the Illinois Pension Code, <i>40 ILCS 5/1-101 et seq.</i> , as may be applicable to investments under <u>Article 3</u> (Police Pension Code).
INVESTMENT MANAGER	Any individual or group of individuals, employed to manage the investments of all or part of the Fund assets.
INVESTMENT MANAGEMENT CONSULTANT	Any individual or organization employed to provide advisory services, including advice on investment objectives and/or asset allocation, manager search, and performance monitoring.
SECURITIES	The marketable investment securities, which are defined as acceptable in this statement.

V.
PARTIES WHO MAY BE ASSOCIATED WITH THE PLAN
(SCOPE OF DELEGATION AND AUTHORITY)

A. Board of Trustees for the Hinsdale Police Pension Fund

1. The Trustees of the Board are "fiduciaries" who are charged by law with the ultimate responsibility for the Fund and the appropriateness of its investment policy and its execution.
2. Retains consultants, money managers, and other advisors to implement and execute investment policies as it relates to the Fund.
3. Reviews adequacy or need for change of this statement.
4. Meets quarterly and reviews reports concerning the Fund assets management.
5. Engages custodians.
6. Defines investment policy, objectives and guidelines for the Fund, including risk tolerance.
7. Administers the Fund in accordance with the Illinois Pension Code (*40 ILCS 5/1-101 et seq.* and *5/1A-101 et seq.*) and other laws as may be applicable to investments under Article 3 of the Code (*40 ILCS 5/3-101 et seq.*) and the Public Investment Act (*30 ILCS 235*).

B. Custodian

1. Accepts possession of securities for safe keeping; collects and disburses income; collects principal of sold, matured or called items; and provides accurate, timely market value pricing, including accrued interest, for all securities under their care.
2. Provides timely monthly statements, which accurately detail all transactions in the accounts, as well as accurately describes all of the securities owned.
3. Effects receipt and delivery following purchases and sales of securities on a timely and accurate basis.
4. Ensures that all cash is productively employed at all times.
5. Meets as required with the Board of Trustees and provides reports relative to the status of the plan.

C. Investment Consultants and Managers

Management of the Board's investments is the responsibility of the Pension Fund Board of Trustees. No person may engage in an investment transaction except as provided under terms of this policy established by the Pension Board. The Pension Board may appoint an investment consultant and/or manager to assist in the management of the investment portfolio. The investment consultants and/or managers are so defined in Sections 1-101.4 and 1-101.5 of the Illinois Pension Code. (*40 ILCS 5/1-101.4 and 40 ILCS 5/1-101.5*,

respectively) Any such appointment shall be made in accordance with the requirements of Section 1-113.5 of the Illinois Pension Code. (40 ILCS 5/1-113.5) The consultant/manager shall acknowledge, in writing, that it is a fiduciary with respect to the Pension Fund. Any such written agreement shall be attached to this policy.

The Pension Board will meet with the investment consultant/manager at least quarterly to review market conditions, review the investment portfolio, and to determine investment strategy. The Treasurer of the Pension Fund is responsible for ensuring that all investment transactions undertaken are consistent with the Fund's investment strategy.

VI. INVESTMENT OBJECTIVES AND GUIDELINES

The Board's "Investment Objectives and Guidelines" shall strictly conform to the requirements of the Illinois Pension Code (40 ILCS 5/1-101 *et seq.*) and other laws as may be applicable to the investments under Article 3 of the Code (40 ILCS 5/3-101 *et seq.*) and the Illinois Public Investment Act (30 ILCS 235) and as such Statutes may be amended from time to time. The following sets forth the Board's primary "objectives and guidelines" as may be further implemented by the Statutes and laws applicable to investments under Article 3:

A. Policies

The primary policies of the Fund are as follows:

1. **Safety**. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital. As such, the Board of Trustees has consciously "diversified" the aggregate fund to ensure that adverse or unexpected results will not have an excessively detrimental impact on the entire portfolio.
2. **Liquidity**. The investment portfolio will remain sufficiently liquid to enable the Pension Fund to pay all necessary benefits and meet all operating requirements, which might be reasonable anticipated.
3. **Return on Investments**. Assets will be invested to achieve attractive real rates of return. Following the "Prudent Man Standard" for preservation of capital, assets will be invested to achieve the highest possible rate of return, consistent with the Plan's tolerance for risk as determined by the Board of Trustees, in its role as a "fiduciary".
4. **Interest of Participants**. Investments shall be made solely in the interest of the participants and beneficiaries of the Fund and for the exclusive purpose of providing benefits accrued thereunder and defraying the reasonable expenses of administration.
5. **Prudence and Diligence**. The plan shall be invested with care, skill, prudence and diligence under the circumstances then prevailing that a prudent man acting in like capacity and familiar with such matters would use in the investment of a fund of like character and with like aims.
6. **Diversification**. Investment of the Fund shall be so diversified as to minimize the risk of large losses. "Diversification" is to be interpreted to include diversification by asset type,

by characteristic, by number of investments, and in the case of "Investment Managers", by investment style.

7. **Delegation.** Investment management can be delegated to external professional organizations. Any investment manager, consultant or advisor who may be employed by this Board shall be a "fiduciary" as may be defined under the Pension Code (*40 ILCS 5/1-101.2*), and shall further qualify as may be required under the applicable provisions of the Illinois Pension Code, including but not limited to: *40 ILCS 5/1-101.4*. That said investment manager, consultant or advisor's employment should be further evidenced by a written agreement, which shall thereafter become incorporated in and made a part of this "Statement of Investment Policy, Objectives and Guidelines". The said investment manager, consultant or advisor will operate within a set of guidelines, objectives and constraints which are set forth herein and further incorporated in their separate agreement.

It is the judgment of the Board, at this time, that there is no immediate need for liquidity with respect to those assets, which are managed by money managers. In the short term, the Board believes that the obligations of the Fund will be met by other monies and should not be a concern of any investment manager. The Board will periodically provide investment managers with an estimate of expected net cash flows with sufficient advance notice to allow the orderly build up of necessary liquid reserves.

B. Investment Instruments

The Fund may invest in any type of "investment instrument" permitted by Illinois law as described in Chapter 40 of the Illinois Compiled Statutes, *40 ILCS 5/1-113.1 through 113.4a*. Permitted "investment instruments" include, but are not limited to:

1. Interest bearing direct obligations of the United States of America.
2. Interest bearing obligations to the extent that they are fully guaranteed or insured as to payment of principal and interest by the United States of America.
3. Interest bearing bonds, notes, debentures, or other similar obligations of agencies of the United States of America. For the purposes of this Section, "agencies of the United States of America" includes: (i) the Federal National Mortgage Association and the Student Loan Marketing Association; (ii) federal land banks, federal intermediate credit banks, federal farm credit banks, and any other entity authorized to issue direct debt obligations of the United States of America under the Farm Credit Act of 1971 or amendments to that Act; (iii) federal home loan banks and the Federal Home Loan Mortgage Corporation; and (iv) any agency created by Act of Congress that is authorized to issue direct debt obligations of the United States of America.
4. Interest bearing savings accounts or certificates of deposit, issued by federally chartered banks or savings and loan associations, to the extent that the deposits are insured by agencies or instrumentalities of the federal government.
5. Interest bearing savings accounts or certificates of deposit, issued by State of Illinois chartered banks or savings and loan associations, to the extent that the deposits are insured by agencies or instrumentalities of the federal government.

6. Investments in credit unions, to the extent that the investments are insured by agencies or instrumentalities of the federal government.
7. Interest bearing bonds of the State of Illinois.
8. Pooled interest bearing accounts managed by the Illinois Public Treasurer's Investment Pool in accordance with the Deposit of State Moneys Act, interest bearing funds or pooled accounts of the Illinois Metropolitan Investment Funds, and interest bearing funds or pooled accounts managed, operated, and administered by banks, subsidiaries of banks, or subsidiaries of bank holding companies in accordance with the laws of the State of Illinois.
9. Interest bearing bonds or tax anticipation warrants of any county, township, or municipal corporation of the State of Illinois.
10. Direct obligations of the State of Israel, subject to the conditions and limitations of item (5.1) of Section 1-113.
11. Money market mutual funds managed by investment companies that are registered under the federal Investment Company Act of 1940 and the Illinois Securities Law of 1953 and are diversified, open-ended management investment companies; provided that the portfolio of the money market mutual fund is limited to the following:
 - (i) Bonds, notes, certificates of indebtedness, treasury bills, or other securities that are guaranteed by the full faith and credit of the United States of America as to principal and interest;
 - (ii) Bonds, notes, debentures, or other similar obligations of the United States of America or its agencies; and
 - (iii) Short term obligations of corporations organized in the United States with assets exceeding \$400,000,000, provided that (A) the obligations mature no later than 180 days from the date of purchase, (B) at the time of purchase, the obligations are rated by at least 2 standard national rating services at one of their 3 highest classifications, and (C) the obligations held by the mutual fund do not exceed 10% of the corporation's outstanding obligations.
12. General accounts of life insurance companies authorized to transact business in Illinois.
13. Any combination of the following, not to exceed 10% of the pension fund's net assets:
 - (i) Separate accounts that are managed by life insurance companies authorized to transact business in Illinois and are comprised of diversified portfolios consisting of common or preferred stocks, bonds, or money market instruments;
 - (ii) Separate accounts that are managed by insurance companies authorized to transact business in Illinois, and are comprised of real estate or loans upon real estate secured by first or second mortgages; and

(iii) Mutual funds that meet the following requirements:

(A) The mutual fund is managed by an investment company as defined and registered under the federal Investment Company Act of 1940 and registered under the Illinois Securities Law of 1953;

(B) The mutual fund has been in operation for at least 5 years;

(C) The mutual fund has total net assets of \$250 million or more; and

(D) The mutual fund is comprised of diversified portfolios of common or preferred stocks, bonds, or money market instruments.

14. Corporate bonds managed through an investment advisor must meet all of the following requirements:

(i) The bonds must be rated as investment grade by one of the 2 largest rating services at the time of purchase.

(ii) If subsequently downgraded below investment grade, the bonds must be liquidated from the portfolio within 90 days after being downgraded by the manager.

15. In addition to the items listed above, a Pension Fund with net assets of \$2,500,000 or more, may invest a portion of its net assets (not to exceed 35% of the market value of the pension fund's net present assets stated in its most recent annual report on file with the Illinois Department of Insurance) in the following items:

(i) Separate accounts that are managed by life insurance companies authorized to transact business in Illinois and are comprised of diversified portfolios consisting of common or preferred stocks, bonds, or money market instruments.

(ii) Mutual funds that meet the following requirements:

(A) The mutual fund is managed by an investment company as defined and registered under the federal Investment Company Act of 1940 and registered under the Illinois Securities Law of 1953;

(B) The mutual fund has been in operation for at least 5 years;

(C) The mutual fund has total net assets of \$250 million or more; and

(D) The mutual fund is comprised of diversified portfolios of common or preferred stocks, bonds, or money market instruments.

16. In addition to the items listed above, a Pension Fund with net assets of at least \$5,000,000 and has appointed an investment adviser may, through that investment adviser, invest a portion of its assets (not to exceed 35% of the market value of the pension fund's net present assets stated in its most recent annual report on file with the Illinois Department of Insurance) in common and preferred stocks authorized for investments of trust funds under the laws of the State of Illinois. The stocks must meet all of the following requirements:

(i) The common stocks are listed on a national securities exchange or board of trade (as defined in the federal Securities Exchange Act of 1934 and set forth in Section 3.G of the Illinois Securities Law of 1953) or quoted in the National Association of Securities Dealers Automated Quotation System National Market System (NASDAQNMS).

(ii) The securities are of a corporation created or existing under the laws of the United States or any state, district, or territory thereof and the corporation has been in existence for at least 5 years.

(iii) The corporation has not been in arrears on payment of dividends on its preferred stock during the preceding 5 years.

(iv) The market value of stock in any one corporation does not exceed 5% of the cash and invested assets of the pension fund, and the investments in the stock of any one corporation do not exceed 5% of the total outstanding stock of that corporation.

(v) The straight preferred stocks or convertible preferred stocks are issued or guaranteed by a corporation whose common stock qualifies for investment by the board.

(vi) The issuer of the stocks has been subject to the requirements of Section 12 of the Federal Securities Exchange Act of 1934 and has been current with the filing requirements of Sections 13 and 14 of that Act during the preceding 3 years.

(vii) A pension fund that invests funds under this Section shall electronically file with the Division any reports of its investment activities that the Division may require, at the times and in the format required by the Division.

17. In addition to the items listed above, a Pension Fund with net assets of at least \$10,000,000 and has appointed an investment adviser may, through that investment adviser, invest an additional portion of its assets in common and preferred stocks and mutual funds.

(i) The stocks must meet all of the following requirements:

(A) The common stocks must be listed on a national securities exchange or board of trade (as defined in the Federal Securities Exchange Act of 1934 and set forth in paragraph G of Section 3 of the Illinois Securities Law of 1953) or quoted in the National Association of Securities Dealers Automated Quotation System National Market System.

(B) The securities must be of a corporation in existence for at least 5 years.

(C) The market value of stock in any one corporation may not exceed 5% of the cash and invested assets of the pension fund, and the investments in the stock of any one corporation may not exceed 5% of the total outstanding stock of that corporation.

(D) The straight preferred stocks or convertible preferred stocks must be issued or guaranteed by a corporation whose common stock qualifies for investment by the board.

(ii) The mutual funds must meet the following requirements:

(A) The mutual fund must be managed by an investment company registered under the Federal Investment Company Act of 1940 and registered under the Illinois Securities Law of 1953.

(B) The mutual fund must have been in operation for at least 5 years.

(C) The mutual fund must have total net assets of \$250,000,000 or more.

(D) The mutual fund must be comprised of a diversified portfolio of common or preferred stocks, bonds, or money market instruments.

(iii) A pension fund's total investment in the items authorized under this Section and Section 1-113.3 shall not exceed 50% effective July 1, 2011 and 55% effective July 1, 2012 of the market value of the pension fund's net present assets stated in its most recent annual report on file with the Department of Insurance.

(iv) A pension fund that invests funds under this Section shall electronically file with the Division any reports of its investment activities that the Division may require, at the time and in the format required by the Division.

C. Prohibited Assets/Transactions

"Prohibited assets/transactions" are specifically set forth in the Illinois Pension Code, *40 ILCS 5/1-110, 1-110.6, 1-110.15, 1-111, and 1-130*, as well as:

Prohibited Assets

Prohibited assets include, but are not limited to the following:

1. Commodities and Futures Contracts
2. Private Placements
3. Options
4. Limited Partnerships
5. Venture-Capital Investments
6. Real Estate Properties
7. Derivative Securities

Prohibited Transactions

Prohibited transactions include, but are not limited to the following:

1. Short selling
2. Margin transactions
3. Purchase of commodities or options
4. Lending

A Fiduciary with respect to the Fund shall not:

1. Deal with the assets of the Fund in their own interests or for their own account.

2. In their individual or other capacity act in any transaction involving the Fund on behalf of a party whose interests are adverse to the interest of the Fund or the interests of its participants or beneficiaries.
3. Receive any consideration for their own personal account from any party dealing with the Fund in connection with a transaction involving the assets of the Fund.

D. Performance Measurements

Performance will be calculated using professional standards as established by the Association for Investment Management Research. The Pension Board shall utilize the following "benchmarks" for evaluating the Fund's performance:

<u>APPLICATION</u>	<u>BENCHMARK</u>
Cash Equivalents	<i>90 Day U.S. Treasury Bills</i>
Fixed Income	<i>Barclay's Capital Government Credit Index</i>
Large Capitalization Equities	<i>Standard & Poors 500 Stock Index</i>
Mid Capitalization Equities	<i>Standard & Poors 400 Stock Index</i>
Small Capitalization Equities	<i>Russell 2000 Stock Index</i>
International Equities (includes developed and emerging markets)	<i>Morgan Stanley Capital International Europe/ Australia/Far East Index</i>

E. Controls

The Fund maintains its books and records in conformance with generally accepted accounting principles. The internal controls shall be established by the Treasurer and reviewed by the Pension Board and an independent auditor. The controls shall be designed to prevent losses of public funds arising from fraud, employee error or misrepresentation by third parties, unanticipated changes in financial markets or imprudent actions by employees and officers of the Pension Board.

F. Diversification/Strategy

1. Fixed Income

The average maturity/duration of the portfolio will be managed based upon the current existing interest rate environment. Under most circumstances, the average duration of the portfolio is not to vary more than +/-20% of the duration of the benchmark index. This type of strategy will generally result in increasing the maturity/duration of the portfolio when interest rates are rising and decreasing the maturity/duration of the portfolio if interest rates are declining. The investment manager may change the duration of the portfolio as the market conditions permit. The maximum maturity of any single security shall be 30 years.

The allocation guidelines, by asset class, for the "fixed income" investments are as follows:

	<u>NORMAL ALLOCATION</u>	<u>RANGE OF ALLOCATION</u>
U.S. Treasury Bonds	25%	10-40%
U.S. Government Agency Securities	11%	0-20%
Taxable Municipal Securities	2%	0-4%
Sovereign/Supranational	4%	0-8%
CMBS	13%	0-20%
MBS	10%	0-20%
Investment Grade Corporate Bonds	35%	10-60%

Under normal market conditions the structure of the portfolio will be within these limits. However, the portfolio manager may diverge from the above guidelines due to abnormal market conditions.

2. **Equities**

Once the fund reaches the equity allocation approved by the Board and permitted by law, normal asset allocation range for "equity portfolio allocation weightings" should be:

	<u>NORMAL ALLOCATION</u>		<u>RANGE OF ALLOCATION</u>
U.S. Large Company Stocks	55%	+/-	30%
U.S. Mid-Sized Company Stocks	10%	+/-	10%
U.S. Small Company Stocks	10%	+/-	10%
Foreign Stocks	25%	+/-	15%

Portfolio allocations should be rebalanced at least annually at the end of the fiscal year or when the portfolio allocation to equities rises above the limit established and confirmed at each board meeting.

Pursuant to the provisions set forth in paragraph B, subparagraph 17, herein, (Fund's in excess of \$10,000,000), the "Fund's" portfolio allocation shall be structured between "equity" and "fixed" as follows:

	<u>RANGE OF ALLOCATION**</u>
Equity	<i>0-65% - as provided by the applicable statute*</i>
Fixed	<i>0%-100%</i>

***Maximums for Funds over \$10,000,000 - 50% equity effective July 1, 2011 and 55% effective July 1, 2012, and as may be amended from time to time.**

****Pursuant to (40 ILCS 5/1-113) (from Ch. 108 1/2, par. 1-113) Up to 10% of the assets of the fund may be invested in investments not included in paragraphs (1) through (15) of this Section, provided that such investments comply with the requirements and restrictions set forth in Sections 1-109, 1-109.1, 1-109.2, 1-110 and 1-111 of this Code.**

G. Collateralization

It is the policy of the Fund to require that all deposits in excess of FDIC insurable limits (applies to "Bank Certificates of Deposit") be secured by collateral in order to protect deposits from default.

Eligible Collateral Instruments and Collateral Ratios (market value divided by deposit):

U.S. Government Securities	= 110%
Obligations of Federal Agencies	= 115%
Obligations of the State of Illinois	= 115%
Local and Municipal Bonds rates "A" or better by Moody's	= 115%

The ratio of fair market value of collateral to the amount of funds secured shall be reviewed at least quarterly and additional collateral shall be requested when the ratio declines below the level required.

H. Custody and Safekeeping of Investments

- a. Third party safekeeping is required for all collateral. To accomplish this, the securities can be held at the following locations:
 - i. A Federal Reserve Bank or branch office.
 - ii. At another custodial facility – generally in a Trust Department through book-entry at the Federal Reserve, unless "physical securities" are involved. If "physical securities" are involved, at a third party depository in a suitable vault and insured against loss by fire, theft and similar causes.
- b. Safekeeping of collateral shall be documented by a written agreement approved by the Treasurer and the Pension Board. This may be in the form of a safekeeping agreement, trust agreement, escrow agreement or custody agreement.
- c. Substitution or exchange of securities held in safekeeping as collateral may occur without prior written notice to the Treasurer provided that the market value of the replacement securities are equal to or greater than the market value of the securities being replaced. The Treasurer and the Pension Board shall be notified in writing within two (2) days of all substitutions.

I. Ethics and Conflicts of Interest

Any fiduciary with respect to the Fund shall refrain from personal business activity that could conflict with the proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

J. Indemnification

Pension Board members, investment officers, and the Treasurer acting in accordance with this Investment Policy and such written procedures as have been or may be established, in relation thereto, and exercising due diligence, shall be relieved of personal liability for an individual security's credit risk or market changes.

K. Reporting by Treasurer

On at least a quarterly basis, the Treasurer shall submit to the Pension Board a treasurer's report, which shall describe the portfolio in terms of investment securities, maturity, cost, transactions and earnings for the current period. The Treasurer shall also submit a comprehensive annual report on all investments and activities.

L. Reporting by Investment Manager

On at least a quarterly basis, the Investment Manager shall provide a detailed investment performance report to the Board, the same which shall be provided to the trustees, if possible, 10 days in advance of the scheduled board meeting. The portfolio investment report shall be detailed and provide allocations, performance against benchmarks and other detailed information as may be customary and usual within the business. The Investment Manager shall be at all quarterly meetings providing said manager has received timely notice of the same. At the first quarterly meeting customary held in January, the Investment Manager shall be present and submit to the Board a year-end report detailing all investment activities and performance.

M. Audit

The Fund is subject to periodic examination by the Illinois Department of Insurance.

N. Sustainability

The Board of Trustees of the Hinsdale Police Pension Fund shall consider the prudent integration of sustainability factors into its investment decision-making, investment analysis, portfolio construction, due diligence and investment ownership in the execution of The Fund's investment goals to fulfill its fiduciary duty, to maximize anticipated financial returns and to minimize projected risk. Sustainability analysis will include additional reviews of investment accounts, funds or Portfolio Company's performance on material factors likely to impact its long-term value. The analysis will also consider other relevant factors such as financial, legal and regulatory risks that contribute to an optimal risk management framework and are necessary to create long-term investment value.

<p style="text-align: center;">VII. PERFORMANCE OBJECTIVES</p>
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- A. Over a five (5) year investment horizon, it is the goal of the aggregate plan to meet or exceed a total rate of return of 7.0%. This investment goal is not meant to be imposed on each investment manager. Specific investment goals and constraints for each investment manager, if any, shall be incorporated as part of this statement. Each manager shall receive a written set of manager guidelines outlining his specific goals and constraints as they may differ from those objectives of the entire plan.

- B. It is the goal of the aggregate fund to seek, obtain or exceed market rates of return on its investments, consistent with constraints imposed by its safety objectives, cash flow considerations and Illinois Laws that restrict the placement of pension funds.
- C. The fund shall generally display an overall level of risk in the aggregate portfolio, which is consistent with the risk associated with the benchmarks specified above. Risk will be measured by the annualized standard deviation of monthly returns.
- D. The Board of Trustees understands that in order to achieve its objectives for the plan's assets, the plan will experience volatility of returns and fluctuations of market value as well as periods of losses. Losses will be viewed within the context of appropriate market indices.

VIII. AMENDMENT

This "Statement of Investment Policy, Objectives and Guidelines" may be amended from time to time by the Pension Board, as may be required, consistent with the dictates of the applicable Statutory authority.

IX. HOLDINGS

The Funds assets and holdings are set forth in the investment manager's quarterly and annual reports and the same shall continually be made a part of this Statement of Investment Policy.

The Board of Trustees of the Hinsdale Police Pension Fund, by their signatures hereunder, adopts this "Statement of Investment Policy, Objectives and Guidelines" on the 18th day of January, 2017.

**THE BOARD OF TRUSTEES OF THE
HINSDALE POLICE PENSION FUND**

VILLAGE OF HINSDALE
POLICE PENSION FUND
ACTUARIAL VALUATION
AS OF JANUARY 1, 2020
CONTRIBUTIONS APPLICABLE TO THE
PLAN/FISCAL YEAR ENDING DECEMBER 31, 2020
GASB 67/68 DISCLOSURE INFORMATION
AS OF DECEMBER 31, 2019



FOSTER & FOSTER
ACTUARIES AND CONSULTANTS

April 9, 2020

Board of Trustees
Village of Hinsdale
Police Pension Fund
Hinsdale, IL 60521

Re: Actuarial Valuation Report – Village of Hinsdale Police Pension Fund

Dear Board:

We are pleased to present to the Board this report of the annual actuarial valuation of the Village of Hinsdale Police Pension Fund. The valuation was performed to determine whether the assets and contributions are sufficient to provide the prescribed benefits and to develop the appropriate funding requirements for the applicable plan year. Please note that this valuation may not be applicable for any other purposes.

The valuation has been conducted in accordance with generally accepted actuarial principles and practices, including the applicable Actuarial Standards of Practice as issued by the Actuarial Standards Board, and reflects laws and regulations issued to date pursuant to the provisions of Article 3, Illinois Pension Code, as well as applicable federal laws and regulations. In our opinion, the assumptions used in this valuation, as adopted by the Board of Trustees, represent reasonable expectations of anticipated plan experience. Future actuarial measurements may differ significantly from the current measurements presented in this report for a variety of reasons including: changes in applicable laws, changes in plan provisions, changes in assumptions, or plan experience differing from expectations. Due to the limited scope of the valuation, we did not perform an analysis of the potential range of such future measurements.

In conducting the valuation, we have relied on personnel, plan design, and asset information supplied by the Board, financial reports prepared by the custodian bank and the actuarial assumptions and methods described in the Actuarial Assumptions section of this report. While we cannot verify the accuracy of all this information, the supplied information was reviewed for consistency and reasonableness. As a result of this review, we have no reason to doubt the substantial accuracy of the information and believe that it has produced appropriate results. This information, along with any adjustments or modifications, is summarized in various sections of this report.

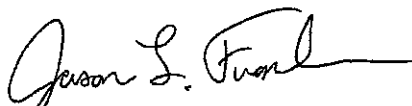
The undersigned are familiar with the immediate and long-term aspects of pension valuations and meet the Qualification Standards of the American Academy of Actuaries necessary to render the actuarial opinions contained herein. All of the sections of this report are considered an integral part of the actuarial opinions.


To our knowledge, no associate of Foster & Foster, Inc. working on valuations of the program has any direct financial interest or indirect material interest in the Village of Hinsdale, nor does anyone at Foster & Foster, Inc. act as a member of the Board of Trustees of the Village of Hinsdale Police Pension Fund. Thus, there is no relationship existing that might affect our capacity to prepare and certify this actuarial report.


If there are any questions, concerns, or comments about any of the items contained in this report, please contact us at 630-620-0200.

Respectfully submitted,

Foster & Foster, Inc.

By: 
Jason L. Franken, FSA, EA, MAAA

By: 
Heidi E. Andorfer, FSA, EA, MAAA

By: 
Paul M. Baugher, FSA, EA, MAAA

JLF/lke
Enclosures

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SUMMARY OF REPORT

The regular annual actuarial valuation of the Village of Hinsdale Police Pension Fund, performed as of January 1, 2020, has been completed and the results are presented in this Report. The contribution amounts set forth herein are applicable to the plan/fiscal year ended December 31, 2020.

The contribution requirements, compared with those set forth in the May 1, 2019 actuarial report, are as follows:

Valuation Date	1/1/2020	5/1/2019
Applicable to Fiscal Year Ending	<u>12/31/2020</u>	<u>4/30/2020</u>
Total Recommended Contribution	\$1,308,204	\$1,258,574
% of Projected Annual Payroll	60.0%	60.5%
Member Contributions (Est.)	216,141	206,251
% of Projected Annual Payroll	9.9%	9.9%
Village Recommended Contribution	1,092,063	1,052,323
% of Projected Annual Payroll	50.1%	50.6%

As you can see, the Total Recommended Contribution shows an increase when compared to the results determined in the May 1, 2019 actuarial valuation report. The increase is attributable to the Tier 2 benefit changes and the annual increase in the amortization payment due to the use of the payroll growth assumption.

Plan experience was favorable overall on the basis of the plan's actuarial assumptions. The primary source of favorable experience was an investment return of 7.61% (Actuarial Asset Basis) which exceeded the 7.00% assumption. This gain was offset in part by losses associated with more retirements than expected and lower than expected inactive mortality.

CHANGES SINCE PRIOR VALUATION

Plan Changes Since Prior Valuation

As a result of Public Act 101-0610, signed into law on December 18, 2019, the following updates were made to the Tier 2 benefits:

- The surviving spouse benefit for non-line of duty death was updated to mirror Tier 1 benefits, whereby Tier 2 surviving spouses will now receive 54% of final average salary, even prior to achieving vesting at 10 years of service.
- The pensionable salary cap increased retroactive to 2011 to alleviate safe harbor concerns, updating the annual adjustment to be CPI-U instead of 50% of CPI-U. The 3% annual growth cap remains in place.
- The final average salary was increased from averaging the highest consecutive 96 of the last 120 months of salary to averaging the highest consecutive 48 of the last 60 months of salary.

Actuarial Assumption/Method Changes Since Prior Valuation

There were no assumption or method changes since the prior valuation.

COMPARATIVE SUMMARY OF PRINCIPAL VALUATION RESULTS

	New Benefits <u>1/1/2020</u>	Old Benefits <u>1/1/2020</u>	<u>5/1/2019</u>
A. Participant Data			
Number Included			
Actives	23	23	22
Service Retirees	24	24	22
Beneficiaries	6	6	6
Disability Retirees	3	3	3
Terminated Vested	<u>3</u>	<u>3</u>	<u>4</u>
Total	59	59	57
Total Annual Payroll	\$2,181,035	\$2,181,035	\$2,081,243
Payroll Under Assumed Ret. Age	2,181,035	2,181,035	2,081,243
Annual Rate of Payments to:			
Service Retirees	1,823,214	1,823,214	1,692,953
Beneficiaries	245,556	245,556	245,556
Disability Retirees	122,021	122,021	122,021
Terminated Vested	0	0	0
B. Assets			
Actuarial Value	32,214,031	32,214,031	31,451,745
Market Value	33,126,627	33,126,627	31,553,503
C. Liabilities			
Present Value of Benefits			
Actives			
Retirement Benefits	10,698,144	10,061,616	11,214,824
Disability Benefits	1,090,471	1,034,191	1,018,255
Death Benefits	156,247	111,951	109,913
Vested Benefits	952,509	925,959	876,887
Service Retirees	30,525,610	30,525,610	28,562,343
Beneficiaries	2,325,724	2,325,724	2,368,466
Disability Retirees	1,963,174	1,963,174	1,946,144
Terminated Vested	<u>28,613</u>	<u>28,613</u>	<u>52,175</u>
Total	47,740,492	46,976,838	46,149,007

C. Liabilities - (Continued)	New Benefits <u>1/1/2020</u>	Old Benefits <u>1/1/2020</u>	<u>5/1/2019</u>
Present Value of Future Salaries	24,405,021	23,377,666	22,034,037
Present Value of Future Member Contributions	2,418,538	2,316,727	2,183,573
Normal Cost (Retirement)	330,253	297,805	306,847
Normal Cost (Disability)	67,661	65,838	65,615
Normal Cost (Death)	8,935	6,095	5,577
Normal Cost (Vesting)	<u>55,461</u>	<u>54,279</u>	<u>49,045</u>
Total Normal Cost	462,310	424,017	427,084
Present Value of Future Normal Costs	4,713,545	4,055,489	3,914,807
Accrued Liability (Retirement)	7,184,857	7,088,140	8,288,510
Accrued Liability (Disability)	411,928	406,641	419,548
Accrued Liability (Death)	54,926	54,728	59,388
Accrued Liability (Vesting)	532,115	528,719	537,626
Accrued Liability (Inactives)	<u>34,843,121</u>	<u>34,843,121</u>	<u>32,929,128</u>
Total Actuarial Accrued Liability	43,026,947	42,921,349	42,234,200
Unfunded Actuarial Accrued Liability (UAAL)	10,812,916	10,707,318	10,782,455
Funded Ratio (AVA / AL)	74.9%	75.1%	74.5%

	New Benefits <u>1/1/2020</u>	Old Benefits <u>1/1/2020</u>	<u>5/1/2019</u>
D. Actuarial Present Value of Accrued Benefits			
Vested Accrued Benefits			
Inactives	34,843,121	34,843,121	32,929,128
Actives	2,107,707	2,046,091	2,940,558
Member Contributions	<u>1,645,507</u>	<u>1,645,507</u>	<u>1,846,839</u>
Total	38,596,335	38,534,719	37,716,525
Non-vested Accrued Benefits	<u>551,991</u>	<u>562,026</u>	<u>588,797</u>
Total Present Value Accrued Benefits	39,148,326	39,096,745	38,305,322
Funded Ratio (MVA / PVAB)	84.6%	84.7%	82.4%
Increase (Decrease) in Present Value of Accrued Benefits Attributable to:			
Plan Amendments	51,581	0	
Assumption Changes	0	0	
New Accrued Benefits	0	(368,312)	
Benefits Paid	0	(1,470,181)	
Interest	0	2,629,916	
Other	<u>0</u>	<u>0</u>	
Total	51,581	791,423	

Valuation Date	New Benefits 1/1/2020	Old Benefits 1/1/2020	5/1/2019
Applicable to Fiscal Year Ending	<u>12/31/2020</u>	<u>12/31/2020</u>	<u>4/30/2020</u>

E. Pension Cost

Normal Cost ¹	\$494,672	\$453,698	\$456,980
% of Total Annual Payroll ¹	22.7	20.8	22.0
Administrative Expenses ¹	34,505	34,505	50,757
% of Total Annual Payroll ¹	1.6	1.6	2.4
Payment Required to Amortize Unfunded Actuarial Accrued Liability over 20 years (as of 1/1/2020) ¹	779,027	771,420	750,837
% of Total Annual Payroll ¹	35.7	35.4	36.1
Total Recommended Contribution	1,308,204	1,259,623	1,258,574
% of Total Annual Payroll ¹	60.0	57.8	60.5
Expected Member Contributions ¹	216,141	216,141	206,251
% of Total Annual Payroll ¹	9.9	9.9	9.9
Expected Village Contribution	1,092,063	1,043,482	1,052,323
% of Total Annual Payroll ¹	50.1	47.9	50.6

F. Past Contributions

Plan Years Ending: 12/31/2019

Total Recommended Contribution	850,783
Village Requirement	701,549

Actual Contributions Made:

Members (excluding buyback)	149,234
Village	<u>558,476</u>
Total	707,710

G. Net Actuarial (Gain)/Loss (193,265)

¹ Contributions developed as of 1/1/2020 displayed above have been adjusted to account for assumed interest.

H. Schedule Illustrating the Amortization of the Total Unfunded Actuarial Accrued Liability as of:

<u>Year</u>	<u>Projected Unfunded Accrued Liability</u>
2020	10,812,916
2021	10,790,793
2022	10,739,855
2027	9,940,115
2031	8,405,853
2036	4,807,407
2040	0

I. (i) 3 Year Comparison of Actual and Assumed Salary Increases

		<u>Actual</u>	<u>Assumed</u>
Year Ended	12/31/2019	5.19%	4.17%
Year Ended	4/30/2019	4.90%	5.98%
Year Ended	4/30/2018	4.33%	5.99%

(ii) 3 Year Comparison of Investment Return on Actuarial Value

		<u>Actual</u>	<u>Assumed</u>
Year Ended	12/31/2019	7.61%	7.00%
Year Ended	4/30/2019	6.98%	7.00%
Year Ended	4/30/2018	6.70%	7.00%

DEVELOPMENT OF JANUARY 1, 2020 AMORTIZATION PAYMENT

(1)	Unfunded Actuarial Accrued Liability as of May 1, 2019	\$10,782,455
(2)	Sponsor Normal Cost developed as of May 1, 2019	147,222
(3)	Expected administrative expenses for the year ended December 31, 2019	31,624
(4)	Expected interest on (1), (2) and (3)	510,789
(5)	Sponsor contributions to the System during the year ended December 31, 2019	558,476
(6)	Expected interest on (5)	13,031
(7)	Expected Unfunded Actuarial Accrued Liability as of December 31, 2019, (1)+(2)+(3)+(4)-(5)-(6)	10,900,583
(8)	Change to UAAL due to Benefits Change	105,598
(9)	Change to UAAL due to Actuarial (Gain)/Loss	(193,265)
(10)	Unfunded Accrued Liability as of January 1, 2020	10,812,916
(11)	UAAL Subject to Amortization (100% AAL less Actuarial Assets)	10,812,916

<u>Date Established</u>	<u>Years Remaining</u>	<u>1/1/2020 Amount</u>	<u>Amortization Amount</u>
1/1/2020	20	10,812,916	728,063

STATUTORY MINIMUM REQUIRED CONTRIBUTION

Contribution requirements shown on this page are calculated according to statutory minimum funding requirements of the Illinois Pension Code. We do not believe this method is sufficient to fund future benefits; as such, we recommend funding according to the contributions developed in Section E of this report.

	New Benefits 1/1/2020	Old Benefits 1/1/2020	5/1/2019
Valuation Date			
Applicable to Fiscal Year Ending	<u>12/31/2020</u>	<u>12/31/2020</u>	<u>4/30/2020</u>
Actuarial Accrued Liability (PUC)	41,955,743	41,873,655	41,177,366
Actuarial Value of Assets	<u>32,214,031</u>	<u>32,214,031</u>	<u>31,451,745</u>
Unfunded Actuarial Accrued Liability (UAAL)	9,741,712	9,659,624	9,725,621
UAAL Subject to Amortization	5,546,138	5,472,259	5,607,884
Normal Cost ¹	\$552,993	\$524,187	\$560,582
% of Total Annual Payroll ¹	25.3	24.0	26.9
Administrative Expenses ¹	34,505	34,505	50,757
% of Total Annual Payroll ¹	1.6	1.6	2.4
Payment Required to Amortize Unfunded Actuarial Accrued Liability over 21 years (as of 1/1/2020) ¹	386,206	381,061	390,505
% of Total Annual Payroll ¹	17.7	17.5	18.8
Total Required Contribution	973,704	939,753	1,001,844
% of Total Annual Payroll ¹	44.6	43.1	48.1
Expected Member Contributions ¹	216,141	216,141	206,251
% of Total Annual Payroll ¹	9.9	9.9	9.9
Expected Village Contribution	757,563	723,612	795,593
% of Total Annual Payroll ¹	34.7	33.2	38.2

Assumptions and Methods:

Actuarial Cost Method

Projected Unit Credit

Amortization Method

90% Funding by 2040

All other assumptions and methods are as described in the Actuarial Assumptions and Methods section.

¹ Contributions developed as of 1/1/2020 displayed above have been adjusted to account for assumed interest.

PROJECTION OF BENEFIT PAYMENTS

Year	Payments for Current Actives	Payments for Current Inactives	Total Payments
2020	50,537	2,210,114	2,260,651
2021	84,701	2,243,681	2,328,382
2022	117,394	2,294,804	2,412,198
2023	145,679	2,353,172	2,498,851
2024	166,704	2,399,428	2,566,132
2025	193,833	2,445,133	2,638,966
2026	235,024	2,490,015	2,725,039
2027	292,559	2,533,769	2,826,328
2028	337,842	2,576,036	2,913,878
2029	432,175	2,616,415	3,048,590
2030	540,863	2,690,322	3,231,185
2031	640,801	2,727,817	3,368,618
2032	759,405	2,761,895	3,521,300
2033	851,353	2,791,981	3,643,334
2034	961,563	2,817,485	3,779,048
2035	1,058,484	2,837,810	3,896,294
2036	1,134,333	2,852,357	3,986,690
2037	1,211,833	2,860,547	4,072,380
2038	1,284,151	2,861,815	4,145,966
2039	1,366,035	2,855,663	4,221,698
2040	1,438,050	2,841,675	4,279,725
2041	1,504,972	2,819,604	4,324,576
2042	1,617,017	2,789,385	4,406,402
2043	1,775,683	2,751,130	4,526,813
2044	1,904,476	2,705,012	4,609,488
2045	2,026,189	2,651,207	4,677,396
2046	2,148,728	2,589,797	4,738,525
2047	2,263,157	2,520,795	4,783,952
2048	2,375,242	2,444,123	4,819,365
2049	2,488,071	2,359,588	4,847,659
2050	2,589,373	2,267,014	4,856,387
2051	2,682,577	2,166,300	4,848,877
2052	2,767,126	2,057,495	4,824,621
2053	2,821,821	1,940,798	4,762,619
2054	2,864,050	1,816,641	4,680,691
2055	2,895,515	1,685,710	4,581,225
2056	2,917,215	1,549,030	4,466,245
2057	2,930,044	1,408,154	4,338,198
2058	2,934,570	1,265,117	4,199,687
2059	2,929,548	1,122,240	4,051,788

ACTUARIAL ASSUMPTIONS AND METHODS

Interest Rate	7.00% per year compounded annually, net of investment related expenses.
Mortality Rate	<p>Active Lives: PubS-2010 Employee mortality, projected 5 years past the valuation date with Scale MP-2019. 10% of active deaths are assumed to be in the line of duty.</p> <p>Inactive Lives: PubS-2010 Healthy Retiree mortality, projected 5 years past the valuation date with Scale MP-2019.</p> <p>Beneficiaries: PubS-2010 Survivor mortality, projected 5 years past the valuation date with Scale MP-2019.</p> <p>Disabled Lives: PubS-2010 Disabled mortality, projected 5 years past the valuation date with Scale MP-2019.</p> <p>The mortality assumptions sufficiently accommodate anticipated future mortality improvements.</p>
Retirement Age	See table later in this section. This is based on a 2017 experience study performed for the State of Illinois Department of Insurance.
Disability Rate	See table later in this section. 60% of the disabilities are assumed to be in the line of duty. This is based on a 2017 experience study performed for the State of Illinois Department of Insurance.
Termination Rate	See table later in this section. This is based on a 2017 experience study performed for the State of Illinois Department of Insurance.
Inflation	2.50%.
Cost-of-Living Adjustment	<p><u>Tier 1:</u> 3.00% per year after age 55. Those that retire prior to age 55 receive an increase of 1/12 of 3.00% for each full month since benefit commencement upon reaching age 55.</p> <p><u>Tier 2:</u> 1.25% per year after the later of attainment of age 60 or first anniversary of retirement.</p>

Salary Increases

See table below. This is based on a 2017 experience study performed for the State of Illinois Department of Insurance.

Salary Scale	
Service	Rate
0	11.00%
1	10.75%
2	8.75%
3	8.50%
4	7.00%
5	6.25%
6	5.25%
7	4.25%
8 - 16	4.00%
17 - 32	3.75%
32+	3.50%

Marital Status

80% of Members are assumed to be married.

Spouse's Age

Males are assumed to be three years older than females.

Funding Method

Entry Age Normal Cost Method.

Actuarial Asset Method

Investment gains and losses are smoothed over a 5-year period.

Funding Policy Amortization Method

The UAAL is amortized according to a Level Percentage of Payroll method over a period ending in 2040. The initial amortization amount is 100% of the Accrued Liability less the Actuarial Value of Assets.

Payroll Growth

3.50% per year.

Administrative Expenses

Expenses paid out of the fund other than investment-related expenses are assumed to be equal to those paid in the previous year.

Decrement Tables

% Terminating During the Year		% Becoming Disabled During the Year		% Retiring During the Year (Tier 1)		% Retiring During the Year (Tier 2)	
Age	Rate	Age	Rate	Age	Rate	Age	Rate
20	14.00%	20	0.000%	50 - 51	15%	50 - 54	5%
25	10.40%	25	0.030%	52 - 54	20%	55	40%
30	5.60%	30	0.140%	55 - 64	25%	56 - 64	25%
35	3.10%	35	0.260%	65 - 69	40%	65 - 69	40%
40	1.90%	40	0.420%	70+	100%	70+	100%
45	1.50%	45	0.590%				
50	1.50%	50	0.710%				
56+	0.00%	55	0.900%				
		60	1.150%				

GLOSSARY

Total Annual Payroll is the projected annual rate of pay for the fiscal year following the valuation date of all covered members.

Present Value of Benefits is the single sum value on the valuation date of all future benefits to be paid to current Members, Retirees, Beneficiaries, Disability Retirees and Vested Terminations.

Normal (Current Year's) Cost is the current year's cost for benefits yet to be funded.

Unfunded Accrued Liability is a liability which arises when a pension plan is initially established or improved and such establishment or improvement is applicable to all years of past service.

Total Recommended Contribution is equal to the Normal Cost plus an amount sufficient to amortize the Unfunded Accrued Liability over a period ending in 2040. The recommended amount is adjusted for interest according to the timing of contributions during the year.

Entry Age Normal Cost Method - Under this method, the normal cost is the sum of the individual normal costs for all active participants. For an active participant, the normal cost is the participant's normal cost accrual rate, multiplied by the participant's current compensation.

(a) The normal cost accrual rate equals:

(i) the present value of future benefits for the participant, determined as of the participant's entry age, divided by

(ii) the present value of the compensation expected to be paid to the participant for each year of the participant's anticipated future service, determined as of the participant's entry age.

(b) In calculating the present value of future compensation, the salary scale is applied both retrospectively and prospectively to estimate compensation in years prior to and subsequent to the valuation year based on the compensation used for the valuation.

(c) The accrued liability is the sum of the individual accrued liabilities for all participants and beneficiaries. A participant's accrued liability equals the present value, at the participant's attained age, of future benefits less the present value at the participant's attained age of the individual normal costs payable in the future. A beneficiary's accrued liability equals the present value, at the beneficiary's attained age, of future benefits. The unfunded accrued liability equals the total accrued liability less the actuarial value of assets.

(d) Under this method, the entry age used for each active participant is the participant's age at the time he or she would have commenced participation if the plan had always been in existence under current terms, or the age as of which he or she first earns service credits for purposes of benefit accrual under the current terms of the plan.

DISCUSSION OF RISK

ASOP No. 51, Assessment and Disclosure of Risk Associated with Measuring Pension Obligations and Determining Pension Plan Contributions, states that the actuary should identify risks that, in the actuary's professional judgment, may reasonably be anticipated to significantly affect the plan's future financial condition.

Throughout this report, actuarial results are determined under various assumption scenarios. These results are based on the premise that all future plan experience will align with the plan's actuarial assumptions; however, there is no guarantee that actual plan experience will align with the plan's assumptions. It is possible that actual plan experience will differ from anticipated experience in an unfavorable manner that will negatively impact the plan's funded position.

Below are examples of ways in which plan experience can deviate from assumptions and the potential impact of that deviation. Typically, this results in an actuarial gain or loss representing the current-year financial impact on the plan's unfunded liability of the experience differing from assumptions; this gain or loss is amortized over a period of time determined by the plan's amortization method. When assumptions are selected that adequately reflect plan experience, gains and losses typically offset one another in the long term, resulting in a relatively low impact on the plan's contribution requirements associated with plan experience. When assumptions are too optimistic, losses can accumulate over time and the plan's amortization payment could potentially grow to an unmanageable level.

- Investment Return: When the rate of return on the Actuarial Value of Assets falls short of the assumption, this produces a loss representing assumed investment earnings that were not realized. Further, it is unlikely that the plan will experience a scenario that matches the assumed return in each year as capital markets can be volatile from year to year. Therefore, contribution amounts can vary in the future.
- Salary Increases: When a plan participant experiences a salary increase that was greater than assumed, this produces a loss representing the cost of an increase in anticipated plan benefits for the participant as compared to the previous year. The total gain or loss associated with salary increases for the plan is the sum of salary gains and losses for all active participants.
- Payroll Growth: The plan's payroll growth assumption, if one is used, causes a predictable annual increase in the plan's amortization payment in order to produce an amortization payment that remains constant as a percentage of payroll if all assumptions are realized. If payroll does not increase according to the plan's payroll growth assumption, the plan's amortization payment can increase significantly as a percentage of payroll even if all assumptions other than the payroll growth assumption are realized.
- Demographic Assumptions: Actuarial results take into account various potential events that could happen to a plan participant, such as retirement, termination, disability, and death. Each of these potential events is assigned a liability based on the likelihood of the event and the financial consequence of the event for the plan. Accordingly, actuarial liabilities reflect a blend of financial consequences associated with various possible outcomes (such as retirement at one of various possible ages). Once the outcome is known (e.g. the participant retires) the liability is adjusted to reflect the known outcome. This adjustment produces a gain or loss depending on whether the outcome was more or less favorable than other outcomes that could have occurred.

- Contribution Risk: This risk results from the potential that actual employer contributions may deviate from actuarially determined contributions, which are determined in accordance with the Board's funding policy. The funding policy is intended to result in contribution requirements that if paid when due, will result in a reasonable expectation that assets will accumulate to be sufficient to pay plan benefits when due. Contribution deficits, particularly large deficits and those that occur repeatedly, increase future contribution requirements and put the plan at risk for not being able to pay plan benefits when due.

Impact of Plan Maturity on Risk

For newer pension plans, most of the participants and associated liabilities are related to active members who have not yet reached retirement age. As pension plans continue in operation and active members reach retirement ages, liabilities begin to shift from being primarily related to active members to being shared amongst active and retired members. Plan maturity is a measure of the extent to which this shift has occurred. It is important to understand that plan maturity can have an impact on risk tolerance and the overall risk characteristics of the plan. For example, plans with a large amount of retired liability do not have as long of a time horizon to recover from losses (such as losses on investments due to lower than expected investment returns) as plans where the majority of the liability is attributable to active members. For this reason, less tolerance for investment risk may be warranted for highly mature plans with a substantial inactive liability. Similarly, mature plans paying substantial retirement benefits resulting in a small positive or net negative cash flow can be more sensitive to near term investment volatility, particularly if the size of the fund is shrinking, which can result in less assets being available for investment in the market.

To assist with determining the maturity of the plan, we have provided some relevant metrics in the table following titled "Plan Maturity Measures and Other Risk Metrics". Highlights of this information are discussed below:

- The Support Ratio, determined as the ratio of active to inactive members, has decreased from 79.3% on May 1, 2017 to 63.9% on January 1, 2020, indicating that the plan has been rapidly maturing.
- The Accrued Liability Ratio, determined as the ratio of the Inactive Accrued Liability, which is the liability associated with members who are no longer employed but are due a benefit from the plan, to the Total Accrued Liability, is 81.0%. With a plan of this maturity, losses due to lower than expected investment returns or demographic factors will need to be made up for over a shorter time horizon than would be needed for a less mature plan.
- The Funded Ratio, determined as the ratio of the Actuarial Value of Assets to the Total Accrued Liability, has decreased from 76.8% on May 1, 2017 to 74.9% on January 1, 2020, due to assumption changes to the shortfall in Actual Sponsor Contributions. If the contribution deficit continues, the funded ratio will continue to decrease even if all assumptions are met.
- The Net Cash Flow Ratio, determined as the ratio of the Net Cash Flow (contributions minus benefit payments and administrative expenses) to the Market Value of Assets, stayed approximately the same from May 1, 2017 to January 1, 2020. The current Net Cash Flow Ratio of -2.4% indicates that contributions are not currently covering the plan's benefit payments and administrative expenses.

It is important to note that the actuary has identified the risks above as the most significant risks based on the characteristics of the plan and the nature of the project, however, it is not an exhaustive list of potential risks that could be considered. Additional advanced modeling, as well as the identification of additional risks, can be provided at the request of the audience addressed on page 2 of this report.

PLAN MATURITY MEASURES AND OTHER RISK METRICS

	<u>5/1/2017</u>	<u>5/1/2018</u>	<u>5/1/2019</u>	<u>1/1/2020</u>
<u>Support Ratio</u>				
Total Actives	23	22	22	23
Total Inactives	29	32	35	36
Actives / Inactives	79.3%	68.8%	62.9%	63.9%
<u>Asset Volatility Ratio</u>				
Market Value of Assets (MVA)	29,349,718	30,049,783	31,553,503	33,126,627
Total Annual Payroll	2,066,474	2,087,467	2,081,243	2,181,035
MVA / Total Annual Payroll	1420.3%	1439.5%	1516.1%	1518.8%
<u>Accrued Liability (AL) Ratio</u>				
Inactive Accrued Liability	27,036,775	29,318,643	32,929,128	34,843,121
Total Accrued Liability	38,374,838	39,652,462	42,234,200	43,026,947
Inactive AL / Total AL	70.5%	73.9%	78.0%	81.0%
<u>Funded Ratio</u>				
Actuarial Value of Assets (AVA)	29,479,730	30,577,806	31,451,745	32,214,031
Total Accrued Liability	38,374,838	39,652,462	42,234,200	43,026,947
AVA / Total Accrued Liability	76.8%	77.1%	74.5%	74.9%
<u>Net Cash Flow Ratio</u>				
Net Cash Flow ¹	(679,254)	(847,526)	(1,217,517)	(794,719)
Market Value of Assets (MVA)	29,349,718	30,049,783	31,553,503	33,126,627
Ratio	-2.3%	-2.8%	-3.9%	-2.4%

¹ Determined as total contributions minus benefit payments and administrative expenses.

STATEMENT OF FIDUCIARY NET POSITION
December 31, 2019

<u>ASSETS</u>	MARKET VALUE
Cash and Cash Equivalents:	
Money Market	673,540
Cash and Cash Equivalents	42,286
Total Cash and Equivalents	715,826
Receivables:	
Prepays	795
Accrued Past Due Interest	94,253
Total Receivable	95,048
Investments:	
Fixed Income	11,074,655
Stocks	15,953,162
Mutual Funds	5,319,994
Total Investments	32,347,811
Total Assets	33,158,685
<u>LIABILITIES</u>	
Liabilities:	
Payable:	
Expenses	32,058
Total Liabilities	32,058
Net Assets:	
Active and Retired Members' Equity	33,126,627
NET POSITION RESTRICTED FOR PENSIONS	33,126,627
TOTAL LIABILITIES AND NET ASSETS	33,158,685

REQUEST FOR BOARD ACTION
Finance

AGENDA SECTION: First Reading – ACA

SUBJECT: Blanket Purchase Orders

MEETING DATE: November 17, 2020

FROM: Darrell Langlois, Assistant Village Manager/Finance Director

Recommended Motion

To Approve the Issuance of Blanket Purchase Orders Totaling \$104,600.

Background

Blanket purchase orders are normally issued to vendors where frequent purchases are made throughout year in order to streamline purchasing procedures for routine purchases, proprietary items, or sole-source vendors that would exceed the Village Manager's purchasing authority of \$20,000.

Discussion & Recommendation

Earlier this year, the Village Board approved blanket purchase orders to three different vendors that have costs that are projected to exceed the amount previously authorized. The following summarizes the changes that will require the issuance of additional blanket purchase orders:

GovTemps USA-A blanket purchase order totaling \$76,400 was previously authorized to provide temporary HR services due to the resignation of the Assistant Village Manager/HR Director, to provide temporary clerical services for vehicle sticker season, and temporary services in the Community Development Department. During the course of the year, the Village required significant extra time for temporary HR services due to a number of personnel issues, particularly managing through COVID-19. In addition, the Village's Accounts Receivable/Economic Development Coordinator resigned early in the year and we have used GovTemps USA to provide temporary Economic Development assistance and support for the Historic Preservation Commission (HPC) review process. The total cost for year for GovTemps USA is now projected to be \$107,000, so an additional blanket purchase order of \$30,600 is recommended. There are significant salary and benefit savings from the vacant positions to offset this cost.

David Vannorsdel-A blanket purchase order totaling \$92,000 was issued to Mr. David Vannorsdel (an independent contractor) to provide staff-level ERP project management services due to the resignation of two employees in the Village Manager's office (both positions remain vacant). Due to the cancellation of the remainder of the Baecore contract, Mr. Vannorsdel is now performing other services previously performed by Baecore in addition to the internal ERP project management. The total costs of services from Mr. Vannorsdel for the year are estimated at \$116,000, so an additional blanket purchase order of \$24,000 is recommended. There are sufficient funds in the ERP project budget to fund this additional cost.

Cotsirilos, Tighe, Streicker, Poulos & Campbell-A blanket purchase order totaling \$60,000 was previously issued to authorize the cost of an investigation in the Fire Department. The total cost is now estimated at \$110,000, so an additional blanket purchase order of \$50,000 is recommended.

Budget Impact

There are sufficient unspent budgeted funds in the General Fund budget to offset the costs of these blanket purchase orders.

Village Board and/or Committee Action

N/A

Documents Attached

None



REQUEST FOR BOARD ACTION

Public Services & Engineering

AGENDA SECTION: First Read – EPS

SUBJECT: Engineering Services for the 2022 S. Garfield Reconstruction Project

MEETING DATE: November 17, 2020

FROM: Dan Deeter, PE Village Engineer

Recommended Motion

Award the engineering services for the 2022 S. Garfield Reconstruction Project to Rempe-Sharpe & Associates, Inc. in the amount not to exceed \$226,807.

Background

Reconstruction of S. Garfield Street from Hinsdale Avenue to 55th Street is included in the Accelerated Master Infrastructure Plan. Staff received proposals from four engineering consultants who have previous design and construction observation experience with the Village of Hinsdale. The proposals are summarized below:

Engineering Consultant	Project Total	Design	Construction Observation
• HR Green	\$346,430	\$183,730	\$162,700
• Bowman Consulting	\$325,900	\$214,510	\$111,335
• Primera	\$227,080	\$110,605	\$116,475
• Rempe-Sharpe	\$226,807	\$100,405	\$126,402

Discussion & Recommendation

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 engineering services contract to Rempe-Sharpe & Associates, Inc.

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

Budget Impact

There are sufficient capital improvements funds to support the engineering services.

Village Board and/or Committee Action**Documents Attached**

1. Engineering Professional Services Agreement for the 2022 S. Garfield Reconstruction Project
2. Staff comparison of engineering proposals

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

ENGINEERING PROFESSIONAL SERVICES
AGREEMENT

2022 S. Garfield Reconstruction Project
Design Engineering and
Construction Engineering Phases

PROJECT: 1666

PROFESSIONAL SERVICES AGREEMENT

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

This Professional Services Agreement is entered into this ____th 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 2022 S. Garfield Street Reconstruction Project Engineering (herein referred to as the "Project");

Whereas, Engineer submitted a Proposal dated December 12, 2019 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 visa 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 Village of Hinsdale 2022 S. Garfield 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, 2022.

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 December 12, 2019, 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 \$226,807.00.

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.

775 ILCA 5/1-105, *et seq.*

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), or by overnight courier service, 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 DuPage 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 PROPOSAL
DATED: December 12, 2019



REMPE-SHARPE

& Associates, Inc.

Principals

CONSULTING ENGINEERS

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

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

December 12, 2019

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

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

Re: Village of Hinsdale
2021 Infrastructure Project, S. Garfield Street

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 2021 Infrastructure Project. It is our understanding that the 2021 Infrastructure Project will consist of Design of approximately 4,940 feet of street reconstruction in PCC, connection of sump pump discharges to storm sewers throughout the project, where possible. Phase I and II design engineering consultant services provided; including 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 conduct of the pre-construction meeting, providing a resident engineer per IDOT regulations and quality assurance for materials testing as required by IDOT.

Rempe-Sharpe would complete all appropriate STP documentation, per requirements. Rempe-Sharpe is aware that any construction in the vicinity of school shall be scheduled to be completed during the summer break.

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).

A. BACKGROUND

Rempe-Sharpe recognizes that the 2021 Infrastructure Project is part of the Village of Hinsdale's Master Infrastructure Plan (MIP), and will combine the use of both Village funds and STP funds.

B. SCOPE OF PROFESSIONAL SERVICES

GENERAL

Rempe-Sharpe understands the project will consist of: removal of 4,940 feet (centerline length) of an HMA surface pavement and replacement with a PCC surface.

1. Removal and replacement of damaged or sunken concrete curb & gutter and sidewalk as necessary.
2. Curb and gutter constructed in 2010, will remain in place to, and epoxy tie bar dowels drilled for connection to proposed PCC pavement.
3. Rempe-Sharpe will provide Phase I and II "Design" engineering consultant services including preliminary and final design and specifications; preparation of contract documents; coordination and management of any permits; and the 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 (per Agreement Provision 1.k of IDOT BLR 05512) and quality assurance (Q.A.) for material testing as required by IDOT.
4. Rempe-Sharpe realizes the Village will be using Village funds for this project, in addition to STP funds during the construction phase of the project. Rempe-Sharpe shall complete all appropriate STP documentation requirements.

RESTRICTIONS:

Rempe-Sharpe is aware that construction in the vicinity of a school is to be scheduled during the summer break.

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, Wheaton Sanitary District and Argonne National Laboratory to name just 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. Rempe-Sharpe will identify areas that may cause CCDD material rejections (LUSTs, PIPs, soil testing, etc.) and develop specifications and quantities to account for the Contractor's management and handling of rejected material. This will include line items CCDD/LUST MATL's ANALYSIS, MANAGEMENT & COMPLIANCE, and CCDD MATERIALS MANAGEMENT ALLOWANCE.
5. Rempe-Sharpe will prepare plans and specifications per IDOT's Procedural Guidelines for the Assemblage and Handling of an MFT and STP Construction 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.
6. 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.

7. 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.
8. 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 where disturbed by construction. 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.
9. 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).
10. 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, incidental to the project.

11. All parkways impacted by construction activities will be restored with new sod.
12. Rempe-Sharpe will provide a detailed an Engineer's Opinion of Probable Construction Costs.
13. Rempe-Sharpe will coordinate the proposed design with all public and private utilities.
14. Rempe-Sharpe will Coordinate and develop plats of easement for public utility easements where public utility structures will be located on private property.
15. The Engineer shall be responsible for all documentation and scheduling per the IDOT STP program requirements and the IDOT letting schedule/requirements.
16. Attendance at bid opening, summarizing all bids received, and verification of bid documents.
17. Rempe-Sharpe will provide a 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.
18. 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.
19. 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 knows the Village's intent is to design and construction this project in 2020-2021. Accordingly, Rempe-Sharpe:

1. Will develop bid documents Winter 2020 through 2021, and permit the project in 2021.
2. Construction to begin July 5, 2021; per the Village's request to delay until after the Fourth of July parade.
3. Recognizes construction will end no later than November 10, 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:

Survey/Base Sheets.....	\$ 5,480.00
Design Engineering and Permits.....	\$ 82,260.00
Bidding.....	\$ 5,165.00
Construction/Resident Engineering Services.....	\$ 101,066.00
Asbuilt/Final Paper Work.....	\$ 16,608.00
Materials Testing, QA (by sub-consultant)	\$ 7,000.00
Sewer Televising (by sub-consultant).....	\$ 1,728.00
Design – Soil Testing (by sub-consultant)	\$ <u>7,500.00</u>

TOTAL PROJECT NOT TO EXCEED ENGINEERING BUDGET..... \$ 226,807.00

Hinsdale's financing source for the 2021 Infrastructure-South Garfield Project is Village funding S.T.P. Funding will be utilized for project construction only.

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 and buried dog electric fence placed in public R.O.W., and assumes the existing Garfield Street curb and gutter is to be salvaged and re-used (with drilled in dowels) for PCC reconstruction.

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; November, 2020 – April 2021
- b. Construction Bidding; March 2021 – April 2021
- c. Review and Approval by Board of Trustees; May 2021
- d. Construction Begins approximately July 5, 2021
- e. Construction Ends approximately November 10, 2021

F. OWNER'S RESPONSIBILITIES

The Village of Hinsdale shall make available to the consulting engineer such atlases, plans, (2010 Street Improvements and sewer separation plans) specifications and details that are available and germane to the project. This includes the 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 2021 Infrastructure Project on Garfield Avenue 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 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.

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.

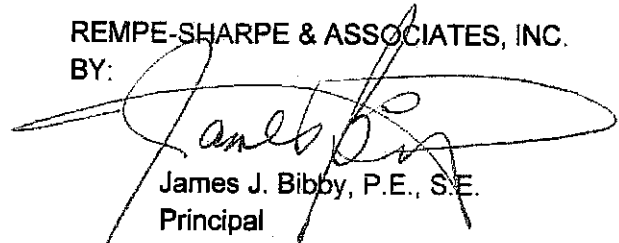
Village of Hinsdale
Attn: Mr. Dan Deeter, P.E.

2021 Infrastructure Project
December 12, 2019
Page 11 of 12

If this engineering proposal meets with your approval, please sign in the space provided and return a signed copy to us.

Very truly yours,

REMPE-SHARPE & ASSOCIATES, INC.
BY:



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

This proposal from Rempe-Sharpe & Associates, Inc. setting forth certain Design and Construction Phase Engineering Services and Fees relative to the Village of Hinsdale 2021 Infrastructure 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, 2019 TO DECEMBER 31, 2019

A-1 SCHEDULE OF ENGINEER'S HOURLY RATE CHARGES

<u>EMPLOYEE CLASSIFICATION</u>	<u>MAXIMUM HOURLY RATE</u>
PRINCIPAL ENGINEER	\$142.00/HR
SENIOR PROJECT ENGINEER	\$115.00/HR
PROJECT ENGINEER	\$111.00/HR
DESIGN OR CONSTRUCTION ENGINEER (GRADE 1)	\$105.00/HR
DESIGN OR CONSTRUCTION ENGINEER (GRADE 2)	\$90.00/HR
SENIOR TRAFFIC ENGINEER	\$94.00/HR
DESIGN TECHNICIAN (GRADE 1)	\$90.00/HR
DESIGN TECHNICIAN (GRADE 2)	\$73.00/HR
CADD DRAFTING TECHNICIAN (GRADE 1)	\$77.00/HR
DRAFTING TECHNICIAN (GRADE 2)	\$62.00/HR
DRAFTING TECHNICIAN (GRADE 3)	\$48.00/HR
SURVEYING PARTY CHIEF	\$84.00/HR
SURVEYING TECHNICIAN (GRADE 1)	\$68.00/HR
SURVEYING TECHNICIAN (GRADE 2)	\$48.00/HR
CONSTRUCTION INSPECTOR (GRADE 1)	\$86.00/HR
CONSTRUCTION INSPECTOR (GRADE 2)	\$73.00/HR
CONSTRUCTION TECHNICIAN	\$59.00/HR
ADMINISTRATIVE ASSISTANT	\$65.00/HR
CLERK TYPIST	\$51.00/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
324 w. State Street, Geneva, IL 60134 WWW.RSAENGR.COM
P/630.232.0827 F/630.232.1629

Preliminary Final Design and Construction Inspection
2021 Infrastructure Project - STP
Village of Hinsdale
By: Rempe-Sharp Associates, Inc.

HRM-15	Principal Engineer \$142.00 /HR	Project Engineer \$117.00 /HR	Construction Inspector \$88.00 /HR	CADD Technician I \$92.00 /HR	Survey Crew \$132.00 /HR	Clerk/Typist \$51.00 /HR	Excesses Miscellaneous	QA	Miscellaneous	TOTAL	
	HR	S	HR	S	HR	S					
1 SURVEY											
Type to include all Utilities, Sidewalks, Driveways, Curbs, Trees, and Monuments. An overlap of 25'- feet Beyond Right of Way											
Survey South Oxford Street - 1/2-4040 LP					40	\$5,280.00			\$200.00	\$5,480.00	
SUBTOTAL HOURS - SURVEY					40	\$5,280.00			\$200.00	\$5,480.00	
2 DESIGN ENGINEERING - CADD (Per IDOT Plan set list)											
Cover Sheet		2	\$222.00		4	\$568.00				\$790.00	
Standards List & General Notes		10	\$1,170.00		4	\$568.00				\$2,738.00	
Typical Sections		6	\$684.00		8	\$1,056.00				\$1,740.00	
Schedule of Quantities/Quantity Take-off		48	\$5,536.00		4	\$568.00	10	\$510.00		\$6,614.00	
Alignment, Ties, and Benchmarks (4 sheets)		18	\$1,776.00		8	\$736.00	4	\$510.00		\$3,024.00	
South Oxford Street Plan Sheets (9 sheets)		50	\$5,850.00		80	\$10,560.00				\$16,410.00	
Staging Plans (8 sheets)		20	\$2,340.00		20	\$1,800.00				\$4,140.00	
Erosion Control (6 sheets)		20	\$2,340.00		20	\$1,800.00				\$4,140.00	
Storm Sewer Plans (9 sheets), designed to accordance with the IDOT Standard Specifications for Water & Sewer Main Construction in Illinois and the Village of Hinsdale Requirements		40	\$4,680.00		72	\$9,456.00				\$14,136.00	
Soil Boring Plans (2 sheets)		4	\$444.00		4	\$368.00				\$812.00	
Intersection Plans (11 sheets)		50	\$5,550.00		44	\$3,952.00				\$9,502.00	
ADA Ramp Plans (14 plans)		20	\$2,320.00		38	\$4,544.00	8	\$1,096.00		\$8,160.00	
Pavement Marking Plans (5 sheets)		20	\$3,200.00		20	\$1,800.00				\$5,000.00	
Details		20	\$2,220.00		4	\$360.00				\$2,580.00	
Cross Sections (10 sheets)		20	\$2,220.00		40	\$3,600.00				\$5,820.00	
Tree Protection Plan		8	\$884.00				4	\$520.00		\$1,404.00	
SUBTOTAL HOURS - DESIGN ENGINEERING - CADD		392	\$45,692.00		389	\$38,820.00	18	\$2,120.00	16	\$818.00	\$87,290.00
3 BIDDING SERVICES											
Preparation and Distribution of Bidding Documents per IDOT's Procedural Guidelines, referencing both IDOT Standard Specifications and the Village of Hinsdale design standards and details, as well as the latest ADA standards.	2	\$284.00	6	\$688.00						\$1,972.00	
Verification of Bid Prices			2	\$220.00	2	\$172.00				\$392.00	
Contractor Recommendations	4	\$568.00			2	\$172.00		1	\$51.00	\$791.00	
Attendance at Bid Opening	4	\$568.00	4	\$444.00	4	\$344.00			\$300.00	\$1,556.00	
Bid Tabulation			2	\$220.00	3	\$172.00		8	\$408.00	\$602.00	
Verification of Bid Documents	1	\$142.00	2	\$220.00	1	\$88.00				\$450.00	
SUBTOTAL HOURS - BID PROCESS	11	\$1,582.00	18	\$1,688.00	11	\$948.00		11	\$458.00	\$3,676.00	
4 RESIDENT ENGINEER SERVICES (RPS)											
Attendance at Project, Preconstruction, and Weekly Construction Meetings	4	\$568.00	8	\$888.00	45	\$3,970.00		30	\$1,530.00	\$7,956.00	
On-Site Observation of Contractor's Operations to ensure conformance with Contract Documents				420	\$50,160.00				\$4,500.00	\$54,660.00	
Complete appropriate RPS documentation as necessary				70	\$8,820.00					\$8,820.00	
Maintain Project Diary and Provide Weekly Progress Report, Documentation of Payable Work, Advise the Village of any changes or impact to project completion.				60	\$7,080.00					\$7,080.00	
Serve as Liaison with the Contractor, Public and Private Agencies, Jurisdictional Agencies and the General Public				20	\$1,720.00					\$1,720.00	
Documentation of Quantities, IDOT required documentation.				200	\$17,200.00					\$17,200.00	
Daily Review and Inspection of Traffic Control Plans and Erosion Control Plan Implementation/ Maintenance				30	\$3,060.00					\$3,060.00	
Identify areas that may cause CCOB material rejection and develop recommendations and quantities to account for Contractor's management and handling of rejected material.				8	\$688.00			2	\$102.00	\$790.00	
Meet requirements of Public Act 98-1416 regarding construction debris.				10	\$880.00					\$880.00	
Review and provide Recommendations for Pay Applications and Change Order amounts.	40	\$4,680.00	5	\$688.00			30	\$1,530.00		\$6,898.00	
Upon substantial Completion, inspect improvements, develop and monitor completion of punch list.			40	\$3,440.00			8	\$408.00	\$360.00	\$4,148.00	
Coordinate with Contractor to provide a complete set of record drawings, including revisions of structures, pipe length, material and slope.				5	\$440.00					\$440.00	
Track Project Costs	30	\$3,510.00					8	\$408.00		\$3,918.00	
Ensure a pre-construction video of the site is created.				4	\$344.00					\$344.00	
Assist the Village with Request Notifications.			16	\$1,376.00			5	\$255.00		\$1,631.00	
Coordinate with the Village for Utility Conflicts, man breaks, watermain jacking/flashing, stream record drawings, etc. as necessary.			16	\$1,376.00		4	\$388.00			\$1,764.00	
SUBTOTAL HOURS - RESIDENT ENGINEER SERVICES (RPS)	4	\$568.00	576	\$9,656.00	595	\$52,120.00	40	\$2,038.00	\$5,060.00	\$101,008.00	
5 AS-BUILT/PAPERWORK											
Final Construction Documents		32	\$3,872.00	32	\$2,752.00			4	\$204.00	\$6,828.00	
Record Drawings, including as built, etc., notes, and dimensions for all constructed gravity sewers.	5	\$688.00	5	\$688.00	40	\$3,800.00	20	\$2,040.00	\$200.00	\$10,216.00	
Project Files (Job Books)	5	\$688.00	5	\$688.00				4	\$204.00	\$1,580.00	
SUBTOTAL HOURS - AS-BUILT/PAPERWORK	40	\$5,228.00	48	\$4,128.00	40	\$3,600.00	20	\$2,040.00	\$400.00	\$16,496.00	
6 QUALITY ASSURANCE											
Maintain Testing Consultant (RPS)									\$7,000.00	\$7,000.00	
Sanitary Sewer Testing (RSD)	8	\$944.00	8	\$688.00			2	\$102.00		\$1,734.00	
7 DESIGN											
See Testing (RPS)											
TOTAL	16	\$2,136.00	644	\$86,384.00	1092	\$97,832.00	438	\$22,476.00	52	\$2,652.00	\$226,970.00

Notes: Construction Survey Layout shall be a Contracted Pay Item.

2021 Infrastructure Project
Engineering Consultant Services
Proposals delivered prior to 12/13/19

Item	HR Green		Bowman Consulting		Primera		Rempe-Sharpe	
	Man Hours	Cost	Man Hours	Cost	Man Hours	Cost	Man Hours	Cost
Topographic Survey	108	\$ 15,000		\$ 26,500		\$ 17,880	40	\$ 5,480
Roadway Phase I/II Design & Contract Plan Preparation					705	\$ 74,425		
Roadway Design & Contract Plan Prep	760	\$ 146,680	1043	\$ 129,245			871	\$ 87,425
Meetings, Coord., Admin., & QC/QA	47	\$ 7,025			50	\$ 5,500		
Geotechnical Borings & CCDD Analysis (10 borings) - Garfield		\$ 11,635		\$ 58,765		\$ 11,800		\$ 7,500
Direct Costs		\$ 3,390				\$ 1,000		
Sub-Total	915	\$ 183,730	1043	\$ 214,510	755	\$ 110,605	911	\$ 100,405
Construction Observation								
Construction Observation Engineering	1190	\$ 151,125	590	\$ 75,000	950	\$ 104,500	1291	\$ 119,402
Construction Observation Surveying				\$ 10,000				
Materials Testing & Televising		\$ 8,000		\$ 26,335		\$ 6,750	18	\$ 7,000
Direct Costs		\$ 3,575				\$ 5,225		
Subtotal	1190	\$ 162,700	590	\$ 111,335	950	\$ 116,475	1309	\$ 126,402
Miscellaneous				\$ 55				
Total	2105	\$ 346,430	1633	\$ 325,900	1705	\$ 227,080	2220	\$ 226,807


**2021 Garfield Street Reconstruction
Hinsdale, IL**

Proposals Due: 12/13/19

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



REQUEST FOR BOARD ACTION
Finance

AGENDA SECTION: Consent – ACA
SUBJECT: Accounts Payable-Warrant #1729
MEETING DATE: November 17, 2020
FROM: Darrell Langlois, Finance Director 

Recommended Motion

Approve payment of the accounts payable for the period of November 2, 2020 through November 13, 2020 in the aggregate amount of \$4,208,448.09 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 #1729 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 #1729

Village of Hinsdale
#1729
Summary By Fund

Recap By Fund	Fund	Regular Checks	A/C/H/Wire Transfers	Total
General Fund	100	440,588.95	173,434.86	614,023.81
2012A Bond Fund	304	282,831.25		282,831.25
2013A Bond Fund	305	228,556.25	-	228,556.25
2014B GO Bond Fund	306	296,291.25	-	296,291.25
2017A GO Bond Fund	307	530,593.75		530,593.75
2018 GO Bond Fund	308	1,093,706.25		1,093,706.25
2019 GO Bond Fund	309	143,787.50		143,787.50
Capital Project Fund	400	136,487.81	-	136,487.81
Water & Sewer Operations	600	458,010.56	-	458,010.56
W/S 2014 Bond Fund	632	145,618.75	-	145,618.75
Escrow Funds	720	25,840.00	-	25,840.00
Payroll Revolving Fund	740	6,032.20	245,454.33	251,486.53
Library Operating Fund	900	1,214.38	-	1,214.38
Total		3,789,558.90	418,889.19	4,208,448.09

Village of Hinsdale
Schedule of Bank Wire Transfers and ACH Payments
1729

Payee Date	Description	Vendor Invoice	Invoice Amount
Electronic Federal Tax Payment Systems			
11/13/2020	Village Payroll #23 - Calendar 2020	FWH/FICA/Medicare	\$ 91,204.14
Illinois Department of Revenue			
11/13/2020	Village Payroll #23 - Calendar 2020	State Tax Withholding	\$ 18,868.48
ICMA - 457 Plans			
11/13/2020	Village Payroll #23 - Calendar 2020	Employee Withholding	\$ 19,229.31
HSA PLAN CONTRIBUTION			
11/13/2020	Village Payroll #23 - Calendar 2020	Employer/Employee Withholding	\$ 1,290.11
Intergovernmental Personnel Benefit Cooperative		Employee Insurance	\$ 173,434.86
Illinois Municipal Retirement Fund		Employer/Employee	\$ 114,862.29
Total Bank Wire Transfers and ACH Payments			<u>\$ 418,889.19</u>



Warrant Register 1729

Invoice	Description	Invoice/Amount
BULLSEYE TELECOM		
37630237	OCT20 PHONE CHARGES	735.87
37630237	OCT20 PHONE CHARGES	74.51
37630237	OCT20 PHONE CHARGES	69.88
37630237	OCT20 PHONE CHARGES	279.51
37630237	OCT20 PHONE CHARGES	69.88
37630237	OCT20 PHONE CHARGES	626.78
37630237	OCT20 PHONE CHARGES	393.67
37630237	OCT20 PHONE CHARGES	74.51
37630237	OCT20 PHONE CHARGES	69.88
37630237	OCT20 PHONE CHARGES	144.38
37630237	OCT20 PHONE CHARGES	46.68
37630237	OCT20 PHONE CHARGES	58.53
Check Date 11/5/2020 Total For Check # 107530		2,644.08
FIRST COMMUNICATIONS, LLC		
120587846	OCT20 PHONE CHARGES	273.45
120587846	OCT20 PHONE CHARGES	93.80
120587846	OCT20 PHONE CHARGES	197.82
120587846	OCT20 PHONE CHARGES	54.55
120587846	OCT20 PHONE CHARGES	375.79
120587846	OCT20 PHONE CHARGES	161.06
120587846	OCT20 PHONE CHARGES	595.46
Check Date 11/5/2020 Total For Check # 107531		1,751.93
IL DEPT EMPLOY SECURITY		
800938	UNEMPLOYMENT INSURANCE	2,500.37
Check Date 11/5/2020 Total For Check # 107532		2,500.37
SPRINT		
977740515-225	PHONE CHARGES SEP-OCT20	225.34
977740515-225	PHONE CHARGES SEP-OCT20	47.07
977740515-225	PHONE CHARGES SEP-OCT20	630.95
977740515-225	PHONE CHARGES SEP-OCT20	360.54
977740515-225	PHONE CHARGES SEP-OCT20	45.07
977740515-225	PHONE CHARGES SEP-OCT20	45.07
977740515-225	PHONE CHARGES SEP-OCT20	45.07
977740515-225	PHONE CHARGES SEP-OCT20	90.14
977740515-225	PHONE CHARGES SEP-OCT20	180.27
977740515-225	PHONE CHARGES SEP-OCT20	90.14



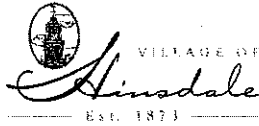
Warrant Register 1729

Invoice	Description	Invoice/Amount
977740515-225	PHONE CHARGES SEP-OCT20	90.14
977740515-225	PHONE CHARGES SEP-OCT20	405.61
977740515-225	PHONE CHARGES SEP-OCT20	90.12
Check Date 11/5/2020 Total For Check # 107533		2,345.53
TOSHIBA FINANCIAL SERVICE		
427142229	COPIER LEASE OCT2020	193.13
427142229	COPIER LEASE OCT2020	82.77
427142229	COPIER LEASE OCT2020	269.12
427142229	COPIER LEASE OCT2020	275.90
427142229	COPIER LEASE OCT2020	269.12
427142229	COPIER LEASE OCT2020	269.12
427142229	COPIER LEASE OCT2020	269.12
Check Date 11/5/2020 Total For Check # 107534		1,628.28
UNITED STATES POSTAL SVC		
PERMIT 137	PERMIT #137 ANNUAL	240.00
Check Date 11/5/2020 Total For Check # 107535		240.00
VERIZON WIRELESS		
9865543813	PHONE CHARGES 10/24-11/23/20	111.86
9865543813	PHONE CHARGES 10/24-11/23/20	37.30
9865543813	PHONE CHARGES 10/24-11/23/20	111.86
9865543813	PHONE CHARGES 10/24-11/23/20	149.51
Check Date 11/5/2020 Total For Check # 107536		410.53
A & B LANDSCAPING		
2020-0511	PAVEMENT & CURB REPAIR	800.00
2020-0446	MAIN BREAK BRICK REPAIR	800.00
Check Date 11/13/2020 Total For Check # 107537		1,600.00
A BLOCK MARKETING INC		
LC00032569	LOG DISPOSAL	30.00
LC00032836	LOG DISPOSAL	30.00
LC00032980	LOG DISPOSAL	30.00
ME00049021	LOG DISPOSAL	30.00
LC00033240	WOODCHIP DELIVERY	30.00
Check Date 11/13/2020 Total For Check # 107538		150.00
ACUITY SPECIALTY PRODUCTS INC		
9005570972	SHOP FLOOR SOAP	237.54
Check Date 11/13/2020 Total For Check # 107539		237.54



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Invoice	Description	Invoice/Amount
AIR ONE EQUIPMENT		
161540	15 STREAMLIGHT HELMET BANDS	53.00
161725	REPAIRS TO BLOWHARS EXHAUST FAN	500.00
161748	BLACK SUPPRESSION HELMET	269.00
161817	TRT BOOTS	860.00
161919	QTRLY AIR QUALITY TESTING SCBA	150.00
161J921	CALIBRATION & TESTING GAS METERS	200.00
162097	6 RATCHET HEADBANDS SETS	328.00
162099	1 RETRACABLE LANYARD	71.00
162098	FIRE SUPPRESSION GLOVES	424.00
Check Date 11/13/2020 Total For Check # 107540		2,855.00
AKRYLIX LLC		
37430	ACRYLIX BOX FOR STATION 2	340.00
Check Date 11/13/2020 Total For Check # 107541		340.00
ALLIED GARAGE DOOR INC		
159538	REPAIRS SAFETY STOPS ON DOOR #8	266.40
Check Date 11/13/2020 Total For Check # 107542		266.40
AMALGAMATED BK OF CHICAGO		
4992	INTEREST/PRINCIPAL ALT REV 2012A	37,831.25
4992	INTEREST/PRINCIPAL ALT REV 2012A	245,000.00
Check Date 11/13/2020 Total For Check # 107543		282,831.25
AMALGAMATED BK OF CHICAGO		
5164	INTEREST/PRINCIPAL GO REF SERIES 2013A	18,556.25
5164	INTEREST/PRINCIPAL GO REF SERIES 2013A	210,000.00
Check Date 11/13/2020 Total For Check # 107544		228,556.25
AMALGAMATED BK OF CHICAGO		
5421	INTEREST/PRINCIPAL GO BOND SERIES 2014W/S	20,618.75
5421	INTEREST/PRINCIPAL GO BOND SERIES 2014W/S	125,000.00
Check Date 11/13/2020 Total For Check # 107545		145,618.75
AMALGAMATED BK OF CHICAGO		
5503	INTEREST/PRINCIPAL GO BOND SERIES 2014B	61,291.25
5503	INTEREST/PRINCIPAL GO BOND SERIES 2014B	235,000.00
Check Date 11/13/2020 Total For Check # 107546		296,291.25
AMALGAMATED BK OF CHICAGO		
6569	INTEREST/PRINCIPAL GO BOND SERIES 2017A	140,593.75
6569	INTEREST/PRINCIPAL GO BOND SERIES 2017A	390,000.00
Check Date 11/13/2020 Total For Check # 107547		530,593.75



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Invoice	Description	Invoice/Amount
AMALGAMATED BK OF CHICAGO		
6823	INTEREST/PRINCIPAL GO BOND SERIES 2018A	318,706.25
6823	INTEREST/PRINCIPAL GO BOND SERIES 2018A	775,000.00
Check Date 11/13/2020 Total For Check # 107548		1,093,706.25
AMALGAMATED BK OF CHICAGO		
7165	INTEREST/PRINCIPAL GO BOND SERIES 2019	28,787.50
7165	INTEREST/PRINCIPAL GO BOND SERIES 2019	115,000.00
Check Date 11/13/2020 Total For Check # 107549		143,787.50
ASTRO OPTICS LLC		
SI-129645	BANDING STRAP	105.00
Check Date 11/13/2020 Total For Check # 107550		105.00
ATLAS BOBCAT LLC		
BH7386	GLASS/ATTACHING PARTS #90	633.03
BH7482	FUEL FILTERS #93	42.68
Check Date 11/13/2020 Total For Check # 107551		675.71
AVOLIN, LLC		
5835853533389900	GOMEMBERS DATA MIGRATE-PROF SVC	1,450.00
5835853533390251	4GOV FINANCIAL SUITE 7/1-7/31/20	7,214.31
5835853533390252	4GOV FINANCIAL SUITE 8/1-8/31/20	7,214.31
5835853533390253	4GOV FINANCIAL SUITE 9/1-9/30/20	7,214.31
5835853533390254	4GOV FINANCIAL SUITE 10/1-10/31/20	7,214.31
5835853533390255	4GOV FINANCIAL SUITE 11/1-11/30/20	7,214.31
5835853533390256	4GOV FINANCIAL SUITE 12/1-12/31/20	7,214.31
Check Date 11/13/2020 Total For Check # 107552		44,735.86
AXON ENTERPRISES, INC		
SI-1690380	INERT CARTRIDGES	176.40
Check Date 11/13/2020 Total For Check # 107553		176.40
BANNERVILLE USA		
29567	GIANT TURKEYS	575.00
Check Date 11/13/2020 Total For Check # 107554		575.00
BEACON SSI INCORPORATED		
94154	30 DAY WALK THRU OCT INSPECTION	125.00
Check Date 11/13/2020 Total For Check # 107555		125.00
BENTLEY SYSTEMS INC		
41448759	2021 USER FEE SEWER/GEMS	1,920.00
Check Date 11/13/2020 Total For Check # 107556		1,920.00



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Invoice	Description	Invoice/Amount
BRAVO SERVICES, INC		
8	CONTRACT CLEANING VILL BUILDINGS VOB APPR 3/16/20	1,250.00
8	CONTRACT CLEANING VILL BUILDINGS VOB APPR 3/16/20	1,200.00
8	CONTRACT CLEANING VILL BUILDINGS VOB APPR 3/16/20	2,750.00
8	CONTRACT CLEANING VILL BUILDINGS VOB APPR 3/16/20	650.00
Check Date 11/13/2020 Total For Check # 107557		5,850.00
BROTHEN, ALISON		
110620	NOV20 PETTY CASH	111.00
110620	NOV20 PETTY CASH	130.96
110620	NOV20 PETTY CASH	40.14
110620	NOV20 PETTY CASH	20.59
Check Date 11/13/2020 Total For Check # 107558		302.69
CARROLL CONSTRUCTION		
LE055729	CONCRETE COLD PATCH	150.54
Check Date 11/13/2020 Total For Check # 107559		150.54
CCP INDUSTRIES INC		
IN02621257	PPE GLOVES	81.57
IN02621257	PPE GLOVES	81.57
IN02621257	PPE GLOVES	81.57
IN02621257	PPE GLOVES	81.57
IN02621716	FACE MASKS FOR VH FRONT DESK	135.48
IN02617278	PPE GLOVES	61.44
IN02617278	PPE GLOVES	61.25
IN02617278	PPE GLOVES	61.25
IN02617278	PPE GLOVES	61.25
Check Date 11/13/2020 Total For Check # 107560		706.95
CDW-GOVERNMENT INC.		
3039875	2 LENOVO LAPTOPS	1,636.26
2948509	BARRACUDA SUBSCRIPTION	2,976.00
2336269	FORTIGATE RENEWAL	450.00
1932210	SURFACE PRO	1,227.39
Check Date 11/13/2020 Total For Check # 107561		6,289.65
CENTRAL PARTS WAREHOUSE		
610586A	2 SETS OF POLY PLOW EDGES-#42	874.00
Check Date 11/13/2020 Total For Check # 107562		874.00



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Invoice	Description	Invoice/Amount
CINTAS CORPORATION 769		
4065733850	MATS & GLOVES	22.85
4065733850	MATS & GLOVES	27.42
4065733850	MATS & GLOVES	21.39
4065733850	MATS & GLOVES	12.15
4065733850	MATS & GLOVES	46.07
4065733850	MATS & GLOVES	42.97
Check Date 11/13/2020 Total For Check # 107563		172.85
CITI CARDS		
OCT20	MISC SUPPLIES	147.60
OCT20	MISC SUPPLIES	139.98
Check Date 11/13/2020 Total For Check # 107564		287.58
COEO SOLUTIONS		
1043080	11/1-11/31/20 FIBER INTERNET CONNECT	1,323.40
Check Date 11/13/2020 Total For Check # 107565		1,323.40
COLLEY ELEVATOR COMPANY		
203348	ELEVATOR INSPEC SVC	718.00
203380	ELEVATOR	358.00
Check Date 11/13/2020 Total For Check # 107566		1,076.00
COMCAST		
8771201110036781	POLICE-11/15-12/4/20	162.90
8771201110036807	KLM 11/5 TO 12/4/20	108.35
8771201110036815	WATER 11/5 TO 12/4/20	148.35
8771201110036757	VH 11/5 TO 12/4/20	258.35
8771201110037136	POOL 11/4-12/3/20	148.35
Check Date 11/13/2020 Total For Check # 107567		826.30
COMMERCIAL COFFEE SERVICE		
159228	COFFEE PUBLIC SVCS	234.00
Check Date 11/13/2020 Total For Check # 107568		234.00
CONSTELLATION NEWENERGY		
3022617	GAS SUPPLY 9/1-9/30/20	196.18
3022617	GAS SUPPLY 9/1-9/30/20	196.17
3022617	GAS SUPPLY 9/1-9/30/20	178.04
3022617	GAS SUPPLY 9/1-9/30/20	222.69
3022617	GAS SUPPLY 9/1-9/30/20	1,021.07
3022617	GAS SUPPLY 9/1-9/30/20	190.01
18576113901	TRANSFORMER 9/16-10/15/20	1,591.40


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Invoice	Description	Invoice/Amount
1857603081	908 ELM 9/16-10/15/20	635.64
	Check Date 11/13/2020 Total For Check # 107569	4,231.20
COOK COUNTY TREASURER		
2020-3	TRAFFIC SIGNAL MAINTENANCE	24.00
	Check Date 11/13/2020 Total For Check # 107570	24.00
CORE & MAIN LP		
N038565	3" METER & FLANGE KIT	1,833.48
	Check Date 11/13/2020 Total For Check # 107571	1,833.48
COTSIRILOS, TIGHE, STREICKER, POULOS &		
102920	LEGAL FEES SEP20	28,195.00
	Check Date 11/13/2020 Total For Check # 107572	28,195.00
COURTNEYS SAFETY LANE		
3015763	SAFETY INSPECTION #21	60.50
3015805	SAFETY INSPECTIONS FOR UNITS #22, 4, 7	121.50
	Check Date 11/13/2020 Total For Check # 107573	182.00
CROWNE INDUSTRIES LT		
1098	FUEL TANK REMOVAL-VB APPR 2/18/20	18,314.65
	Check Date 11/13/2020 Total For Check # 107574	18,314.65
DIRECT ADVANTAGE INC		
1929	RETAINER FEE/HOLIDAY EVENT	1,500.00
1929	RETAINER FEE/HOLIDAY EVENT	7,175.00
	Check Date 11/13/2020 Total For Check # 107575	8,675.00
DISCOVERY BENEFITS		
1249127-IN	OCT20 FSA MONTHLY	12.75
1249127-IN	OCT20 FSA MONTHLY	25.50
1249127-IN	OCT20 FSA MONTHLY	21.25
1249127-IN	OCT20 FSA MONTHLY	4.25
1249127-IN	OCT20 FSA MONTHLY	4.25
1249127-IN	OCT20 FSA MONTHLY	12.75
	Check Date 11/13/2020 Total For Check # 107576	80.75
DU-COMM		
17381	RADIO BATTERIES	594.95
	Check Date 11/13/2020 Total For Check # 107577	594.95
DUPAGE COUNTY DIV OF TRAN		
4586	SIGNS FOR HIGHLANDS LOT	327.32
4588	PARKING LOT SIGNS	148.86


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Invoice	Description	Invoice/Amount
	Check Date 11/13/2020 Total For Check # 107578	476.18
DUPAGE TOPSOIL, INC.		
050839	DIRT-STUMP RESTORATION	345.00
	Check Date 11/13/2020 Total For Check # 107579	345.00
DUPAGE WATER COMMISSION		
01-1200-00-OCT20	WATER CHARGES 9/30-10/31/20	346,563.43
	Check Date 11/13/2020 Total For Check # 107580	346,563.43
ESO SOLUTIONS, INC		
ESO-43427	YR 4 CONTRACT FOR FD HOUSE SOFTWARE	5,594.96
	Check Date 11/13/2020 Total For Check # 107581	5,594.96
EXCELL FASTENER SOLUTIONS		
25552	SNOW PLOW BLADE HARDWARE	696.84
25664	SHOP SUPPLIES/HARDWARE	144.40
25702	STAINLESS HARDWARE	165.08
	Check Date 11/13/2020 Total For Check # 107582	1,006.32
EXPERT CHEMICAL & SUPPLY		
854547	PPE HI-VIZ T-SHIRTS	261.00
854547	PPE HI-VIZ T-SHIRTS	614.50
854547	PPE HI-VIZ T-SHIRTS	261.00
854547	PPE HI-VIZ T-SHIRTS	348.00
	Check Date 11/13/2020 Total For Check # 107583	1,484.50
FACTORY MOTOR PARTS CO		
50-3099899	BRAKES/STABILIZER LINKS #96	330.52
50-3082547	HUB/BEARING-AC84	207.91
50-3071944	WIPER BLADES-ALL PATROL CARS EXPLORERS	177.10
56-523237	WIPER BLADES FOR STOCK	15.34
50-3072509	WIPER BLADES FOR STOCK	57.47
50-3072509	WIPER BLADES FOR STOCK	57.47
50-3072509	WIPER BLADES FOR STOCK	57.47
50-3072509	WIPER BLADES FOR STOCK	57.47
50-3087626	SPARK PLUG BOOTS-#65	45.60
50-3087318	DEF FLUID/OIL FILTERS	46.32
50-3087318	DEF FLUID/OIL FILTERS	46.32
50-3087318	DEF FLUID/OIL FILTERS	46.32
50-3087469	WIPER BLADES	16.92
50-3087469	WIPER BLADES	16.92
50-3087469	WIPER BLADES	16.92


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Invoice	Description	Invoice/Amount
50-3087469	WIPER BLADES	16.92
50-3082938	CREDIT	-229.88
50-3082875	CREDIT	-22.36
Check Date 11/13/2020 Total For Check # 107584		960.75
FCWRD		
008919-000-OCT20	SEWER-OCT20	126.65
Check Date 11/13/2020 Total For Check # 107585		126.65
FEDEX		
7-163-98274	LOCAL TAX ALLOC-DARRELL	31.47
Check Date 11/13/2020 Total For Check # 107586		31.47
FIRESTONE STORES		
134606	VEHICLE MAINTENACE	645.16
133445	NEW TIRES	573.20
133564	NEW TIRES 32	559.20
133785	TIRES	311.57
134736	4 TIRES-#96	500.28
Check Date 11/13/2020 Total For Check # 107587		2,589.41
FREEWAY FORD TRUCK SALES		
540856	STARTER-#16	888.08
Check Date 11/13/2020 Total For Check # 107588		888.08
FULLERS SERVICE CENTER IN		
10/31/2020	CAR WASHES	128.00
Check Date 11/13/2020 Total For Check # 107589		128.00
GALLS		
016662724	UNIFORMS	1,064.64
016662725	UNIFORMS	286.81
016662726	UNIFORMS	245.49
016662727	UNIFORMS	444.44
016627020	UNIFORMS	109.00
016627021	UNIFORMS	257.95
016627060	UNIFORMS	75.25
016652336	UNIFORMD	221.90
016652337	UNIFORMS	591.29
016652338	UNIFORMS	183.06
016659161	UNIFORMS	378.99
016704488	UNIFORMS	161.05
016704678	UNIFORMS	146.40

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Invoice	Description	Invoice/Amount
016719825	UNIFORMS	30.54
016735933	UNIFORMS	376.56
016694715	UNIFORMS	666.92
Check Date 11/13/2020 Total For Check # 107590		5,240.29
GAME TIME		
PJI-0148141	PLAYGROUND REPLACEMENT PARTS	914.28
Check Date 11/13/2020 Total For Check # 107591		914.28
GOVTEMPS USA, LLC		
3601394	MCLAUGHLIN HOURS 9/27,10.4	4,550.42
3601395	PARCH HOURS 9/27,10/4	1,281.00
3609621	PARCH HOURS 10/11,10/18	1,533.00
3609620	MCLAUGHLIN HOURS 10/11,10/18	4,973.50
Check Date 11/13/2020 Total For Check # 107592		12,337.92
GRAINGER, INC.		
9686596231	PINTLE HOOK & TRAILER BALL	141.00
9690296810	FUEL KEY TAGS	16.01
9695743402	STRING WOUND CARTRIDGE	101.70
9676873467	SHOWER REPAIR KIT-WP	220.63
Check Date 11/13/2020 Total For Check # 107593		479.34
HAWKINS, INC.		
4818235	CHLORINE FOR POOL	1,150.70
Check Date 11/13/2020 Total For Check # 107594		1,150.70
HILDRETH, ROBERT W		
081120	SOCIAL DISTANCE PHOTOS/SANTA	625.00
Check Date 11/13/2020 Total For Check # 107595		625.00
HINSDALE NURSERIES, INC.		
26006	CONT BD-640 S WASHINGTON #26006	500.00
Check Date 11/13/2020 Total For Check # 107596		500.00
HOLIDYNAMICS		
54930	REPLACEMENT HOLIDAY ICICLE LIGHTS	267.00
54940	REPLACEMENT HOLIDAY LIGHTS	456.86
Check Date 11/13/2020 Total For Check # 107597		723.86
HR GREEN INC		
138568	PAY #4 E CHGO DRAINAGE PROJ VOB 5/5/20	19,578.00
139020	PAY #5 E CHGO DRAINAGE PROJ VOB 5/5/20	13,465.08
139018	PAY #4-202 WM PH 1 CONST OBSER-BOT 5/5/20	1,748.00
138560	2020 VECK PARK OPERATOR	124.00



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Invoice	Description	Invoice/Amount
PAY #8	PAY #8 2020 VECK PARK OPERATOR	124.00
139024	OWNERS REP PKY DECK 9/16-10/16/20	1,035.00
	Check Date 11/13/2020 Total For Check # 107598	36,074.08
IAFCI INTERNATIONAL		
4216521	MEMBERSHIP	80.00
4216421	MEMBERSHIP	80.00
	Check Date 11/13/2020 Total For Check # 107599	160.00
IL DEPT OF AGRICULTURE		
INT-7N002307	LE SCALES	406.19
	Check Date 11/13/2020 Total For Check # 107600	406.19
IL OFC STATE FIRE MARSHAL		
9636514	NOV20 INSPECTION OF BOILER	70.00
9636514	NOV20 INSPECTION OF BOILER	70.00
9636514	NOV20 INSPECTION OF BOILER	70.00
9636514	NOV20 INSPECTION OF BOILER	70.00
9636514	NOV20 INSPECTION OF BOILER	70.00
9636514	NOV20 INSPECTION OF BOILER	70.00
	Check Date 11/13/2020 Total For Check # 107601	420.00
IL PUBLIC SAFETY AGENCY NETWORK		
00042534	MINI BULLET	66.00
	Check Date 11/13/2020 Total For Check # 107602	66.00
IL SECRETARY OF STATE		
110920	TITLE/PLATE #41	175.00
	Check Date 11/13/2020 Total For Check # 107603	175.00
ILLCO, INC.		
2510887	ANTI-FREEZE WINTERIZING POOL	337.50
	Check Date 11/13/2020 Total For Check # 107604	337.50
ILLINOIS ENVIRONMENTAL		
L17-4509	PRINCIPAL/INTEREST PROJ L17-4509	82,522.69
L17-4509	PRINCIPAL/INTEREST PROJ L17-4509	13,909.21
	Check Date 11/13/2020 Total For Check # 107605	96,431.90
ILLINOIS FIRE INSPECTORS		
21677	ANNUAL MEMBERSHIP FEE	100.00
	Check Date 11/13/2020 Total For Check # 107606	100.00
ILLINOIS TOLLWAY		
G123000002416	SKYWAY TOLLS	5.63
	Check Date 11/13/2020 Total For Check # 107607	5.63



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Invoice	Description	Invoice/Amount
INDUSTRIAL ELECTRIC SUPPLY		
7808	APPARATUS FLOOR T-8 LIGHT BULBS	126.00
9790	SHOP LIGHTS	119.50
7928	CAMERA PARTS/PUB SVC BLDG	66.98
7768	EMERGENCY LIGHT BATTERIES	135.21
5882	VH T-8 LIGHT BULBS	246.00
7490	STREET LIGHT POLE LIGHTS	720.00
7788	FARMERS MARKET OUTLET/CHGO AVE	25.00
6833	47TH & VEECK LPR CAMERA	5.99
Check Date 11/13/2020 Total For Check # 107608		1,444.68
INTERSTATE BATTERY SYSTEM		
289844	BOBCAT BATTERY #91	129.95
Check Date 11/13/2020 Total For Check # 107609		129.95
IRMA		
sales0018542	2020 CLOSED CLAIMS JULY	412.50
SALES0018494	2020 CLOED CLAIMS JUNE/DEDUCTIBLE	125.99
SALES0018494	2020 CLOED CLAIMS JUNE/DEDUCTIBLE	960.00
CREDIT0002798	2019 CLOSED CLAIMS JUNE	-4,999.79
SALES0018568	AUGUST DEDUCTIBLE	1,600.00
SALES0018594	2019 CLOSED CLAIMS AUGUST	14,194.02
SALES0018640	2020 CLOSED CLAIMS AUGUST	5,693.33
SALES0018640	2020 CLOSED CLAIMS AUGUST	570.92
SALES0018640	2020 CLOSED CLAIMS AUGUST	1,201.63
SALES0018680	SEPTEMBER DEDUCTIBLE	42.70
SALES0018713	OCTOBER DEDUCTIBLE	6,962.01
SALES0018748	OCTOBER DEDUCTIBLE	2,870.77
Check Date 11/13/2020 Total For Check # 107610		29,634.08
J.G. UNIFORMS		
77729	UNIFORMS	17.95
Check Date 11/13/2020 Total For Check # 107611		17.95
JC LICHT, LLC		
09157227	VH PAINT	126.60
Check Date 11/13/2020 Total For Check # 107612		126.60
JSN CONTRACTORS SUPPLY		
84080	MASKS FOR FRONT DESK	59.80
Check Date 11/13/2020 Total For Check # 107613		59.80



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Invoice	Description	Invoice/Amount
K-FIVE CONSTRUCTION CORP		
26753	HOT PATCH	335.92
	Check Date 11/13/2020 Total For Check # 107614	335.92
KATHLEEN W BONO CSR		
8499	#A-20-20	1,583.60
	Check Date 11/13/2020 Total For Check # 107615	1,583.60
KIPPS LAWNMOWER SALES		
491624	STIHL EARTH AUGER	476.47
	Check Date 11/13/2020 Total For Check # 107616	476.47
KREFFT, THOMAS M		
10282020	PARKING REIMBURSEMENT	168.00
	Check Date 11/13/2020 Total For Check # 107617	168.00
LAKESHORE RECYCLING SYS		
PS342752	STREET SWEEPING	1,196.46
	Check Date 11/13/2020 Total For Check # 107618	1,196.46
LAW ENFORCEMENT TRAINING		
10282020	COURT SMART TRAINING	1,130.00
	Check Date 11/13/2020 Total For Check # 107619	1,130.00
LINCHPIN SEO		
16185	NOV20 KLM MARKETING	400.00
	Check Date 11/13/2020 Total For Check # 107620	400.00
MAZEPA, DANIEL		
10282020	UNIFORM ALLOWANCE	650.00
	Check Date 11/13/2020 Total For Check # 107621	650.00
MCMAHON MAINTENANCE INC		
17634	WINDOW WASHING VH	2,650.00
	Check Date 11/13/2020 Total For Check # 107622	2,650.00
MCMASTER-CARR		
45846961	ATHLETIC LIGHT POLES/SCREENS	538.80
	Check Date 11/13/2020 Total For Check # 107623	538.80
MENARDS		
61572	TOOLS FOR UNIT #94	199.95
	Check Date 11/13/2020 Total For Check # 107624	199.95



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Invoice	Description	Invoice/Amount
MICROSYSTEMS, INC.		
083404	PERMIT SCANNING TO PAPERVISION	4,459.01
	Check Date 11/13/2020 Total For Check # 107625	4,459.01
MIDWEST GROUNDCOVERS LLC		
I653567	RAIN GARDEN LANDSCAPE RESTORE	419.25
I653953	RAIN GARDEN LANDSCAPE RESTORE	207.50
	Check Date 11/13/2020 Total For Check # 107626	626.75
MURPHY'S CONTRACTORS EQUIP INC		
209271	COMPACTOR WATER LINE	76.37
	Check Date 11/13/2020 Total For Check # 107627	76.37
NAPA AUTO PARTS		
4343-686550	SALT AUGER BOX LIGHT #34	37.97
4343-686669	OIL, TRANS FLUID, GEAR LUBE	22.47
4343-686669	OIL, TRANS FLUID, GEAR LUBE	110.16
4343-687107	HYDRAULIC FILTER #11/BARREL PUMP	18.84
4343-687107	HYDRAULIC FILTER #11/BARREL PUMP	56.97
4343-686581	AIR FILTERS-#34	129.84
4343-686507	LH DRIVE AXLE-AC84	101.97
4343-687132	OIL #6	38.28
4343-687361	HYD FILTER GASKETS-#11	4.31
	Check Date 11/13/2020 Total For Check # 107628	520.81
NAPERVILLE READY MIX INC		
70343	CONCRETE	362.50
	Check Date 11/13/2020 Total For Check # 107629	362.50
NEUCO INC		
4585521	RELIEF VALVE	23.06
4645871	HEATING MOTOR	175.83
	Check Date 11/13/2020 Total For Check # 107630	198.89
NICOR GAS		
90077900000	YOUTH CENTER 9/15-10/15/20	49.02
	Check Date 11/13/2020 Total For Check # 107631	49.02
NORMANDY CONSTRUCTION		
25567	CONT BD-5822 WOODMERE #25567	2,000.00
	Check Date 11/13/2020 Total For Check # 107632	2,000.00



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Invoice	Description	Invoice/Amount
NUCO2 INC		
64488511	CHEMICALS	100.63
	Check Date 11/13/2020 Total For Check # 107633	100.63
ONE STEP		
164720	WINTER/SPRING 2020 POSTCARDS	787.96
	Check Date 11/13/2020 Total For Check # 107634	787.96
BARTKOWIAK, NANCY		
218707	CLASS CANCEL-YOGA	150.00
	Check Date 11/13/2020 Total For Check # 107635	150.00
BONGIOVANNI, JULIE		
25915	KLM SECURITY DEP-EN210917 #25915	450.00
	Check Date 11/13/2020 Total For Check # 107636	450.00
BRIANT, BARBARA		
25901	KLM SECURITY DEP-EN210522 #25901	250.00
	Check Date 11/13/2020 Total For Check # 107637	250.00
BRIANT, KELSEY		
24875	KLM SECURITY DEP-EN210522 #24875	250.00
	Check Date 11/13/2020 Total For Check # 107638	250.00
BULARZIK, KATHRYN		
25911	KLM SECURITY DEP-EN201114 #25911	750.00
25911	KLM SECURITY DEP-EN201114 #25911	250.00
	Check Date 11/13/2020 Total For Check # 107639	1,000.00
COSTELLO, CHRISTINE		
218731	CLASS CANCEL-T-BALL	39.50
	Check Date 11/13/2020 Total For Check # 107640	39.50
FLOERSCH, RICHARD		
0906835	OVERPAID FINAL	33.32
	Check Date 11/13/2020 Total For Check # 107641	33.32
FLYNN,DAN		
3004486	OVERPAID FINAL	28.97
	Check Date 11/13/2020 Total For Check # 107642	28.97
GIBSON, MICHAEL A.		
3211434	OVERPAID FINAL	374.02
	Check Date 11/13/2020 Total For Check # 107643	374.02



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Invoice	Description	Invoice/Amount
HARTING, BRIAN		
25583	CONT BD-434 E HICKORY #25583	8,000.00
	Check Date 11/13/2020 Total For Check # 107644	8,000.00
HMURA, CHRISTIAN		
0702932	REFUND DUPLICATE PAYMENT	367.06
	Check Date 11/13/2020 Total For Check # 107645	367.06
JAROSZ, ANNE		
218706	CLASS CANCEL-YOGA	55.00
	Check Date 11/13/2020 Total For Check # 107646	55.00
KIM, JINSUH		
3107555	OVERPAID FINAL	149.19
	Check Date 11/13/2020 Total For Check # 107647	149.19
KRSTEV CONSTRUCTION		
25073	CONT BD-221 FULLER #25073	10,000.00
	Check Date 11/13/2020 Total For Check # 107648	10,000.00
KRSTEV CONSTRUCTION		
25072	ST MGMT-221 FULLER RD #25072	3,000.00
	Check Date 11/13/2020 Total For Check # 107649	3,000.00
MANNING, OSCAR		
26684	KLM SECURITY DEP-EN201108 #26684	450.00
	Check Date 11/13/2020 Total For Check # 107650	450.00
NAKUOSAS, DARIUS		
1604298	RENTER AUTO DEBT REFUND	31.65
	Check Date 11/13/2020 Total For Check # 107651	31.65
RUDEY LANDSCAPE LLC		
25654	CONT BD-2 ORCHARD PL #25654	840.00
	Check Date 11/13/2020 Total For Check # 107652	840.00
RUDEY LANDSCAPE LLC		
25430	CONT BD-2 ORCHARD PL #25430	1,000.00
	Check Date 11/13/2020 Total For Check # 107653	1,000.00
RUDEY LANDSCAPE, LLC		
25728	CONT BD-2 ORCHARD #25728	500.00
	Check Date 11/13/2020 Total For Check # 107654	500.00



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Invoice	Description	Invoice/Amount
ORBIS SOLUTIONS		
5570808	MONTHLY IT SVC CONTRACT	13,774.00
	Check Date 11/13/2020 Total For Check # 107655	13,774.00
PHILLIPS FLORIST		
0572963	FLOWERS	111.95
	Check Date 11/13/2020 Total For Check # 107656	111.95
PITNEY BOWES		
1016557042	EQUIPMENT SERVICE AGREEMENT	960.00
	Check Date 11/13/2020 Total For Check # 107657	960.00
POMPS TIRE SERVICE, INC.		
47007560	4 TIRES FOR U84	752.60
	Check Date 11/13/2020 Total For Check # 107658	752.60
POSSIBILITY PLACE NURSERY		
00118150	10 TREES FOR PARKS CLEAN UP DAY	900.00
	Check Date 11/13/2020 Total For Check # 107659	900.00
PRAXAIR DISTRIBUTION, INC		
99635000	CYLINDER RENTAL	119.38
	Check Date 11/13/2020 Total For Check # 107660	119.38
PREMIER OCCUPATIONAL HLTH		
92467	DRUG SCREENING	200.00
	Check Date 11/13/2020 Total For Check # 107661	200.00
RAILROAD MANAGEMENT CO		
421907	RAILROAD LICENSE FEES	258.95
	Check Date 11/13/2020 Total For Check # 107662	258.95
RAY O'HERRON CO INC		
2060886-IN	UNIFORMS	125.99
2060645-IN	UNIFORM ALLOW	26.95
2060623-IN	UNIFORM ALLOW	79.94
2060628-IN	UNIFORM ALLOW	108.98
2061905-IN	SUPPLIES	102.75
	Check Date 11/13/2020 Total For Check # 107663	444.61
RED WING BUSINESS ADVANTA		
20201029040764	STATION UNIFORM BOOTS	249.57
	Check Date 11/13/2020 Total For Check # 107664	249.57



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Invoice	Description	Invoice/Amount
REGIONAL TRUCK EQUIPMENT		
222715	MOUNTING BRACKETS #94	148.50
	Check Date 11/13/2020 Total For Check # 107665	148.50
SAFETY-KLEEN SYSTEMS, INC		
84369857	PARTS WASHER/WASTE FILTERS	269.31
	Check Date 11/13/2020 Total For Check # 107666	269.31
SEMMER LANDSCAPE		
16582	SEPT20 LANDSCAPE SVCS	4,852.00
16582	SEPT20 LANDSCAPE SVCS	9,136.00
	Check Date 11/13/2020 Total For Check # 107667	13,988.00
SERVICE FORMS & GRAPHICS		
0096597	BUSINESS CARDS	91.54
96595	INSPECTION RECORD SLIPS	233.41
0097026	PARKING TICKET BOOKS	1,602.61
	Check Date 11/13/2020 Total For Check # 107668	1,927.56
SHEFFIELD SUPPLY & EQUIPMENT		
2225	UNIFORM ALLOW	207.80
2225	UNIFORM ALLOW	119.93
2225	UNIFORM ALLOW	49.98
2225	UNIFORM ALLOW	79.93
2225	UNIFORM ALLOW	65.90
2218	8' LADDER	285.00
	Check Date 11/13/2020 Total For Check # 107669	808.54
SHERWIN INDUSTRIES, INC		
ss085569	CONCRETE COLD PATCH	165.00
	Check Date 11/13/2020 Total For Check # 107670	165.00
SIRCHIE		
0465308-IN	ET SUPPLIES	785.40
0466723-IN	ET SUPPLIES	22.50
0466767-IN	ET SUPPLIES	162.40
0467312-IN	SUPPLIES	25.15
	Check Date 11/13/2020 Total For Check # 107671	995.45
SOUTH SIDE CONTROL SUPPLY		
S100647754.001	PILOT BURNER/WATER PLANT BOILER	56.46
S100648170.002	GAS PILOT ASSEMBLY-WP BOILER	381.56
S100648128.001	STRANER/GASKETS WP BOILER	14.28


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Invoice	Description	Invoice/Amount
S100651400.001	HVAC REPAIR DAMPER VALVE	291.20
	Check Date 11/13/2020 Total For Check # 107672	743.50
STANDARD INDUSTRIAL-AUTO		
WO-6292	LIFT REPAIRS	101.15
	Check Date 11/13/2020 Total For Check # 107673	101.15
SUBURBAN DOOR CHECK		
IN530573	RE-KEY DECK STORAGE RM C	107.00
IN528554	KEYS, PADLOCKS PARKING DECK	502.09
IN528554-1	PD LOCK CAM	18.50
	Check Date 11/13/2020 Total For Check # 107674	627.59
TASC-CLIENT INVOICES		
IN1848570	COBRA ADMIN FEE 11/1/20-1/31/21	294.84
	Check Date 11/13/2020 Total For Check # 107675	294.84
THE HINSDALEAN		
8236	#HPC-10-2020	160.00
	Check Date 11/13/2020 Total For Check # 107676	160.00
THE POLICE & SHERIFFS		
138721	ID CARD	17.55
	Check Date 11/13/2020 Total For Check # 107677	17.55
THOMSON REUTERS WEST		
843253473	CLEAR SUBSCRIPTION	211.84
	Check Date 11/13/2020 Total For Check # 107678	211.84
TPI BLDG CODE CONSULTANT		
202010	3RD PTY PLUMBING INSP OCT20	1,750.00
	Check Date 11/13/2020 Total For Check # 107679	1,750.00
TRESSLER, LLP		
422180	PROF FEES THRU 9/30/20 FILE 011269-00002	1,295.00
	Check Date 11/13/2020 Total For Check # 107680	1,295.00
TYLER TECHNOLOGIES, INC		
045-319778	READY FORMS DESIGN 1 DAY	1,400.00
	Check Date 11/13/2020 Total For Check # 107681	1,400.00
UPS STORE #3276		
13431	SHIPPING OF PAGER-REPAIRS	10.32
	Check Date 11/13/2020 Total For Check # 107682	10.32



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Invoice	Description	Invoice/Amount
VANNORSDEL, DAVID		
OCT-20	CONSULTING 10/5-10/30/20	12,000.00
	Check Date 11/13/2020 Total For Check # 107683	12,000.00
VIGILANT SOLUTIONS, LLC		
36399 RI	CLK RENEWALS	6,800.00
	Check Date 11/13/2020 Total For Check # 107684	6,800.00
VILLAGE OF LEMONT		
2021-00008040	RANGE	200.00
	Check Date 11/13/2020 Total For Check # 107685	200.00
VULCAN CONST MATERIALS LL		
32463564	CA-6 STONE	569.91
	Check Date 11/13/2020 Total For Check # 107686	569.91
WAREHOUSE DIRECT INC		
4805400-20	OFFICE SUPPLIES	363.72
4792336-0	JANITORIAL SUPPLIES	95.96
4792905-0	OFFICE SUPPLIES	75.19
4796058-0	OFFICE SUPPLIES	58.33
4789051-0	OFFICE SUPPLIES	602.02
4789156-0	OFFICE SUPPLIES	52.32
4788844-0	JANITORIAL SUPPLIES	306.59
C4788844-0	CREDIT JANITORIAL	-70.80
4790480-0	JANITORIAL SUPPLIES	168.51
4787753-0	JANITORIAL SUPPLIES	14.98
4790507-0	JANITORIAL SUPPLIES	70.80
4799133-0	OFFICE SUPPLIES	224.23
4650685-2	KLM JANITORIAL SUPPLIES	129.99
4806746-0	OFFICE SUPPLIES	26.36
4806746-0	OFFICE SUPPLIES	21.84
4806746-0	OFFICE SUPPLIES	21.85
4806746-0	OFFICE SUPPLIES	260.63
4806746-0	OFFICE SUPPLIES	260.62
4808141-0	OFFICE SUPPLIES	97.83
4801768-0	KLM JANITORIAL SUPPLIES	67.25
4801768-0	KLM JANITORIAL SUPPLIES	51.30
	Check Date 11/13/2020 Total For Check # 107687	2,899.52



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Invoice	Description	Invoice/Amount
WESCON UNDERGROUND		
20-0482	EMERG REPAIR-ORCHARD PL	3,100.00
	Check Date 11/13/2020 Total For Check # 107688	3,100.00
WESTERN REMAC, INC		
59099	SIGN DECAL STICKERS	68.80
	Check Date 11/13/2020 Total For Check # 107689	68.80
WEX BANK		
68389590	OCT2020 UNLEADED FUEL	92.21
68389590	OCT2020 UNLEADED FUEL	281.34
68389590	OCT2020 UNLEADED FUEL	2,745.91
68389590	OCT2020 UNLEADED FUEL	547.96
68389590	OCT2020 UNLEADED FUEL	172.97
68389590	OCT2020 UNLEADED FUEL	96.50
68389590	OCT2020 UNLEADED FUEL	62.84
68389590	OCT2020 UNLEADED FUEL	380.08
68389590	OCT2020 UNLEADED FUEL	670.78
68389590	OCT2020 UNLEADED FUEL	-104.90
	Check Date 11/13/2020 Total For Check # 107690	4,945.69
WIGHT CONSTRUCTION		
PAYMENT #22	PAYMENT #22 PARKING DECK VOB-2/15/18	70,878.48
PAYMENT #23	PAYMENT #23 PARKING DECK VOB 2/15/18	29,174.16
	Check Date 11/13/2020 Total For Check # 107691	100,052.64
WILLOWBROOK FORD INC		
5148139	STABILIZER LINK NUTS-#96	16.74
	Check Date 11/13/2020 Total For Check # 107692	16.74
WINDY CITY NINJAS		
102720	SEP20 NINJA CLASS	280.00
	Check Date 11/13/2020 Total For Check # 107693	280.00
WINSTON & STRAWN		
2733541	LEGAL SERVICES THRU 3/31/20	52,366.67
2739983	LEGAL SERVICES THRU 4/30/20	6,555.28
2749012	LEGAL SERVICES THRU 6/30/20	32,507.90
2757150	LEGAL SERVICES THRU 7/31/20	49,855.15
	Check Date 11/13/2020 Total For Check # 107694	141,285.00


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Invoice	Description	Invoice/Amount
WIRFS INDUSTRIES, INC.		
32786	ANNUAL MAINTENANCE/VEHICLE INSPECT	6,071.74
	Check Date 11/13/2020 Total For Check # 107695	6,071.74
WISNIOWICZ, DANE		
1	UNIFORM ALLOW	223.48
	Check Date 11/13/2020 Total For Check # 107696	223.48
ZETX		
IL20.0221000	CELL PHONE INVESTIATIVE SOFTWARE-POLICE	2,200.00
	Check Date 11/13/2020 Total For Check # 107697	2,200.00
AFLAC-FLEXONE		
6317	Payroll Run 1 - Warrant PR23	846.65
	Check Date 11/11/2020 Total For Check # 107698	846.65
COLONIAL LIFE PROCCESING		
6313	Payroll Run 1 - Warrant PR23	92.36
	Check Date 11/11/2020 Total For Check # 107699	92.36
ILLINOIS FRATERNAL ORDER		
6315	Payroll Run 1 - Warrant PR23	864.00
	Check Date 11/11/2020 Total For Check # 107700	864.00
NATIONWIDE RETIREMENT SOL		
6316	Payroll Run 1 - Warrant PR23	309.82
	Check Date 11/11/2020 Total For Check # 107701	309.82
NATIONWIDE TRUST CO FSB		
6318	Payroll Run 1 - Warrant PR23	3,432.60
	Check Date 11/11/2020 Total For Check # 107702	3,432.60
NCPERS GRP LIFE INS#3105		
6314	Payroll Run 1 - Warrant PR23	256.00
	Check Date 11/11/2020 Total For Check # 107703	256.00
STATE DISBURSEMENT UNIT		
6319	Payroll Run 1 - Warrant PR23	230.77
	Check Date 11/11/2020 Total For Check # 107704	230.77
	Total For ALL Checks	3,789,558.90



Warrant Summary by Fund:

RECAP BY FUND	FUND NUMBER	FUND TOTAL
GENERAL FUND	100	440,588.95
2012A BOND FUND	304	282,831.25
2013A BOND FUND	305	228,556.25
2014B G.O. BOND FUND	306	296,291.25
2017A G.O. BOND FUND	307	530,593.75
2018 G.O. BOND FUND	308	1,093,706.25
2019 GO LIMITED TAX BOND	309	143,787.50
CAPITAL PROJECTS FUND	400	136,487.81
WATER & SEWER OPERATIONS FUND	600	458,010.56
WATER & SEWER 2014A BOND FUND	632	145,618.75
ESCROW FUND	720	25,840.00
PAYROLL REVOLVING FUND	740	6,032.20
LIBRARY OPERATIONS	900	1,214.38
	TOTALS:	3,789,558.90

END OF REPORT

REQUEST FOR BOARD ACTION

Public Services & Engineering

AGENDA SECTION: Consent Agenda – EPS

SUBJECT: 2021 Eighth Street Reconstruction Project

MEETING DATE: November 17, 2020

FROM: Dan Deeter, PE Village Engineer

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	Design	Construction Observation	Total
• 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

At the 11/03/20 Board of Trustees meeting, the Board approved the item to be moved to the consent agenda.

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 ___th 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.

775 ILCA 5/1-105, *et seq.*

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 plain 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 when 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:

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

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.

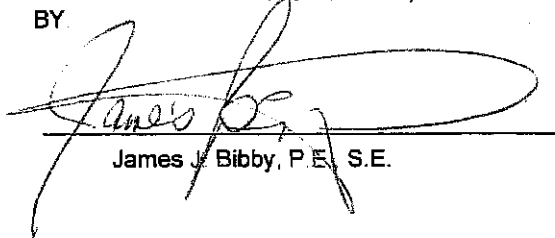
E. Eighth Street Reconstruction Project
August 3, 2020
Page 11 of 12

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 Hinadale
By: Rampe-Shurp Associates, Inc.

4/25/2020

	Principal Engineer \$142.00 /HR	JB /HR	Project Engineer \$111.00 /HR	EJ /HR	Construction Inspector \$65.00 /HR	SG /HR	CADD Technician I \$83.00 /HR	LV /HR	Survey Crew \$132.00 /HR	TLRR /HR	MNS Clerk/Typist \$81.00 /HR	Expenses (Mileage)	QA	Miscellaneous	TOTAL
	HR\$	\$	HR\$	\$	HR\$	\$	HR\$	\$	HR\$	\$	HR\$	\$			
1 SURVEY															
Survey - ADA Ramps, Approximately 32 Ramps 3 Intersections			2	\$222.00					8	\$1,056.00					\$1,278.00
Survey - East Eighth Street See Note 1			8	\$888.00			8	\$664.00	38	\$5,018.00		\$150.00			\$6,496.00
SUBTOTAL HOURS- SURVEY			8	\$888.00			8	\$664.00	46	\$6,072.00		\$150.00			\$7,774.00
2 DESIGN ENGINEERING															
Cover Sheet (1)			1	\$111.00			4	\$332.00							\$443.00
Construction Notes (1)			2	\$222.00			4	\$332.00			1	\$51.00			\$605.00
Typical Sections (1)			4	\$444.00			16	\$1,328.00							\$1,772.00
East Eighth Street (6)			40	\$4,440.00			80	\$6,560.00			5	\$255.00			\$11,335.00
Alignment Benchmark (1)			1	\$111.00			8	\$664.00							\$775.00
Schedule of Quantities (1)			24	\$2,664.00	8	\$668.00	8	\$994.00			6	\$306.00			\$4,322.00
Staging Plan (1)			8	\$888.00			16	\$1,328.00							\$2,216.00
Erosion Control Plan (3)			8	\$888.00			16	\$1,328.00			1	\$51.00			\$2,267.00
Watermain Plans (2)			20	\$2,220.00			24	\$1,982.00			1	\$51.00			\$4,253.00
Soil Boring Plan (1)			2	\$222.00			8	\$664.00							\$886.00
ADA Ramp Intersection Plans Ramps, 5 Intersections (2)	32		12	\$1,332.00			40	\$3,320.00							\$4,652.00
Details (3)			4	\$444.00			8	\$664.00							\$1,108.00
Cross Sections 11 Drives, Sections (3)	30 FT		20	\$2,220.00			40	\$3,320.00							\$5,540.00
Tree Protection Plan (1)			4	\$444.00			8	\$664.00							\$1,108.00
Specifications			8	\$888.00			4	\$332.00			6	\$306.00			\$1,526.00
SUBTOTAL HOURS - DESIGN ENGINEERING - CADD			158	\$17,338.00	8	\$668.00	284	\$23,372.00			20	\$1,020.00			\$42,016.00
3 BIDDING SERVICES															
Preparation and Distribution of Bid/Construction Documents			18	\$1,776.00	4	\$344.00	4	\$332.00			8	\$408.00	\$300.00		\$3,160.00
Verification of Bid Prices			2	\$222.00							2	\$102.00			\$324.00
Contractor Recommendations					2	\$172.00					1	\$51.00			\$223.00
Attendance at Bid Opening			2	\$222.00	2	\$172.00						\$100.00			\$494.00
Bid Tabulation					2	\$172.00					4	\$204.00			\$376.00
Verification of Bid Documents			1	\$111.00											\$111.00
SUBTOTAL HOURS - BID PROCESS			21	\$2,331.00	10	\$668.00	4	\$332.00			15	\$755.00	\$400.00		\$4,086.00
4 RESIDENT ENGINEER SERVICES															
Attendance at Project, PreConstruction, and Weekly Construction Meetings			20	\$2,220.00	20	\$1,720.00					2	\$102.00	\$60.00		\$4,102.00
On-Site Observation of Contractor's Operations to ensure Conformance with Contract Documents			60	\$6,660.00	400	\$34,400.00						\$200.00		\$200.00	\$41,460.00
Maintain Project Diary and Provide Weekly Progress Report, 90 Cal. Days, 94 W.D. 94/95-978 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	\$2,330.00						\$40.00			\$2,370.00
Daily Review and Inspection of Traffic Control Items and Erosion Control Plan Implementation/Maintenance					20	\$1,720.00									\$1,720.00
Meet requirements of Public Act 96-1416 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	\$668.00									\$668.00
Coordinate with Contractor to Provide a complete set of Record Drawings; including minor/major structures, pipe length, material and slope					1	\$66.00		1	\$132.00			\$100.00			\$318.00
Track Project Costs			8	\$888.00	8	\$668.00									\$1,556.00
Ensure a Pre-construction Video of the site is created					4	\$344.00									\$344.00
Assist the Village with Resident Notifications					4	\$344.00									\$344.00
Coordinate with the Village for Utility Conflicts, Man SBreaks, Watermain Filling/Flushing, etc. as necessary					8	\$668.00			4	\$528.00		\$100.00			\$1,316.00
Rebuild Illinois Documentation			40	\$4,440.00											\$4,440.00
SUBTOTAL HOURS - RESIDENT ENGINEER SERVICES			128	\$14,208.00	558	\$46,074.00			5	\$660.00	2	\$102.00	\$500.00	\$200.00	\$63,744.00
5 AS BUILT/FINAL PAPERWORK															
Final Construction Documents					4	\$344.00									\$344.00
Record Drawings, including as built/en, invert, and dimension for all constructed gravity sewers					4	\$344.00	8	\$664.00	8	\$1,056.00		\$100.00			\$2,164.00
Project Files (Job Boxes)					2	\$172.00									\$172.00
SUBTOTAL HOURS- AS BUILT/FINAL PAPERWORK					10	\$660.00	8	\$664.00	8	\$1,056.00		\$100.00			\$2,680.00
6 QUALITY ASSURANCE															
Soils Report (Rubino) See Note 1			4	\$444.00									\$1,600.00		\$2,044.00
Materials Testing Q.A. (Rubino) Note 2	See												\$4,000.00		\$4,000.00
SUBTOTAL HOURS- QUALITY ASSURANCE			4	\$444.00									\$5,600.00		\$6,044.00
TOTAL			311	\$35,409.00	587	\$50,482.00	296	\$25,232.00	13	\$7,788.00	37	\$1,887.00	\$1,150.00	\$200.00	\$127,748.00

Notes:

- 1 Testing will include: Ten Road Cores, at least 4 feet deep. Witnessed by Rampe-Shurp
- 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:

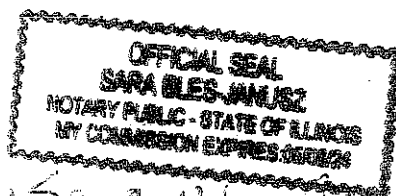
1. The cost of services in this proposal has been arrived at independently, without consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other consultant or with any competitor;
2. this proposal has not made in the interest 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 14th day of July, 2020.By: 

(Signature)

By: James Bibby, P.E., S.E.
(Printed Name)d/b/a Rempe-Sharpe & AssociatesBusiness Address: 324 W. State StreetBusiness Phone #: 630-232-0827Cell Phone #: 630-846-0827E-Mail Address: jbibby@rsaengr.comSubscribed and sworn before me
this 14 day of July, 2020

Notary Public:



**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

Item	James J. Benes & Assoc.		Primera		HR Green		Baxter & Woodman		Rempe-Sharpe		GSG Consultants, Inc.	
	Man Hours	Cost	Man Hours	Cost	Man Hours	Cost	Man Hours	Cost	Man Hours	Cost	Man Hours	Cost
Phase I Preliminary Engineering	541	\$ 54,910										
Topographic Survey	98	\$ 8,618		\$ 8,300	90	\$ 14,000	20	\$ 2,510	62	\$ 7,774	5	\$ 8,000
Roadway Phase I/II Design & Contract Plan Preparation	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	\$ 5,025	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						
Sub-Total	985	\$ 97,005	665	\$ 86,350	572	\$ 73,380	536	\$ 63,230	586	\$ 57,324	137	\$ 34,675
Construction Observation												
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							4	\$ 4,000		\$ 2,770
Materials Testing & Televising	16	\$ 11,483		\$ 6,965		\$ 3,000		\$ 6,000	26	\$ 2,680	24	\$ 2,280
Record Drawings	48	\$ 3,985										
Direct Costs				\$ 3,600		\$ 2,655						
Subtotal	904	\$ 87,243	710	\$ 86,315	714	\$ 87,920	632	\$ 76,610	724	\$ 70,424	292	\$ 31,500
Miscellaneous												
Total	1889	\$ 184,248	1375	\$ 172,665	1286	\$ 161,300	1168	\$ 139,840	1310	\$ 127,748	429	\$ 66,175



REQUEST FOR BOARD ACTION

Police Department

AGENDA SECTION: Consent Agenda - ZPS
SUBJECT: Replacement of patrol vehicle #42
MEETING DATE: November 17, 2020
FROM: Thomas Lillie, Deputy Chief of Police

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

At their meeting of November 3, the Board agreed to move this item to the consent agenda of their next meeting.

Documents Attached

None

Administration

AGENDA SECTION: Agenda Section – Second Read-Non-Consent ACA
SUBJECT: Resolution Authorizing Dissolution of the West Suburban Mass Transit District
MEETING DATE: **November 17, 2020**
FROM: Bradley Bloom, Assistant Village Manager/Director of Public Safety

Recommended Motion

Approve a resolution authorizing the dissolution of the West Suburban Mass Transit District.

Background

Village staff was recently notified that the West Suburban Mass Transit District (WSMTD) Board voted unanimously to discontinue services and dissolve the WSMTD effective December 31, 2020.

The WSMTD was established in 1972, and serves many of the communities (but not all) on the Burlington Northern Santa Fe railroad line. The WSMTD is funded by the sale of surplus locomotives and passenger rail cars that were previously leased to the railroad. The WSMTD would then re-distribute these funds through grants to member communities. The previous lease agreement has expired and the WSMTD has now exhausted these funds.

In the past, Hinsdale has used WSMTD grants to fund our railroad camera system; maintain commuter parking lots and make train station improvements. Hinsdale's long time representative on the WSMTD Board until most recently, was previous Village President W.B. Martin Gross.

In addition to voting to dissolve the WSMTD, also voted to provide a grant of \$6,500 to each member community to fund capital expenditures along the commuter line.

Per State Statutes, in order to dissolve the WSMTD each member community must pass a resolution in support of dissolving the WSMTD.

Discussion & Recommendation

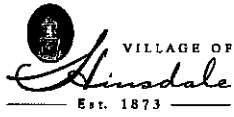
Staff recommends approval of the resolution authorizing dissolution of the WSMTD. The WSMTD has requested that WSMTD members make every effort to approve the resolution prior to November 30, 2020.

Budget Impact

None

Village Board and/or Committee Action

None



REQUEST FOR BOARD ACTION

Documents Attached

1. WSMTD Resolution
2. Letter and Attachments from WSMTD dated October 30, 2020.

**WEST SUBURBAN MASS TRANSIT DISTRICT
RESOLUTION AUTHORIZING DISSOLUTION OF THE DISTRICT**

WHEREAS, in 1972, the West Suburban Mass Transit District (the "District"), an area including the Illinois communities of Berwyn, Brookfield, Clarendon Hills, Hinsdale, LaGrange, Lisle, Naperville, Riverside, Western Springs and Westmont (each, a "Member Community", collectively, the "Member Communities"), was created under the provisions of 70 ILCS 3610/3; and

WHEREAS, each of the Member Communities has appointed a member to serve on the Board of Trustees of the District; and

WHEREAS, since its creation, the District has distributed in excess of \$10 million in funds for improvement projects along the Burlington Northern Santa Fe commuter rail line that runs from Chicago Union Station to Aurora (the "BNSF Line"); and

WHEREAS, for most of the life of the District, commuter rail service has been provided along the line by BNSF Railway under the terms of a purchase of service agreement with Commuter Rail Division of the Regional Transportation Authority doing business as Metra ("Metra"), and such service has never been operated or subsidized by the District; and

WHEREAS, the District previously owned and leased to BNSF Railway and Metra certain locomotives and rolling stock used to conduct commuter rail service on the BNSF Line; and

WHEREAS, the District sold its locomotives and rolling stock as the equipment aged and the potential costs of future maintenance and storage made divestiture an attractive option to the District; and

WHEREAS, the District sold its final set of rolling stock to Metra in March 2016, and it has not since that time owned any locomotives or rolling stock; and

WHEREAS, the District has never engaged in activities relating to the operation or subsidy of other forms of public transportation within its Member Communities such as bus service; and

WHEREAS, Metra continues to provide daily commuter rail service on the BNSF Line and the other transit agencies in the Regional Transportation Authority ("RTA") provide service in many of the Member Communities; and

WHEREAS, the funds available to the District through initial federal and state grant monies, investment returns and the sale of locomotives and rolling stock have been substantially exhausted committed to improvement projects in the Member Communities; and

WHEREAS, it is the sense of the Trustees that there is not sufficient political desire within the Member Communities or their local government bodies to facilitate an exercise of the District's statutory tax-raising powers, and the District has not identified any other material sources of further revenue to fund further project grants to Member Communities; and

NOW, THEREFORE, BE IT RESOLVED that in light of the scope of the services provided in the Member Communities by the RTA and the exhaustion of funds available to fund further grant projects, other adequate public transportation services are available or can be made available, and the existence of the West Suburban Mass Transit District should be terminated; and

BE IT FURTHER RESOLVED that a copy of this Resolution or a memorandum hereof shall be delivered to the local government in each of the Member Communities together with a request and recommendation that dissolution of the District be approved thereby at the earliest opportunity; and

BE IT FURTHER RESOLVED that upon receipt of approval from each of the Member Communities of the dissolution proposed by this Resolution, the District shall marshal its assets, pay its debts, and settle its obligations and claims; and

BE IT FURTHER RESOLVED that upon receipt of approval from each of the Member Communities of the dissolution proposed by this Resolution, the District shall formally notify each of the Member Communities of its intention to terminate its services as of December 31, 2020, and that upon termination of the District's services, all previously approved grants shall terminate and cease to be payable unless otherwise determined by an act of the Board of Trustees of the District; and

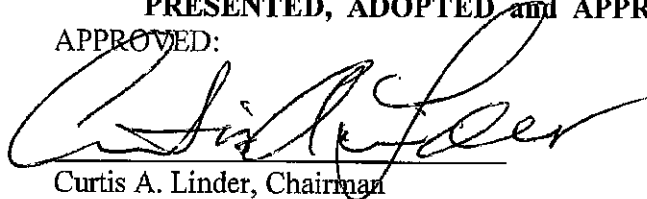
BE IT FURTHER RESOLVED that, pursuant to 70 ILCS 3610/9, after payment of all of the District's debts and settlement of all obligations and claims have been made, any funds remaining after the sale and disposition of its property shall be disposed of by payment to the Member Communities *pro rata* in accordance with the length of scheduled transportation route miles operated in each Member Community; and

BE IT FURTHER RESOLVED that the Board of Trustees recognizes the following as the length of scheduled transportation route miles operated in each Member Community as of the date hereof:

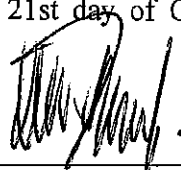
Member Community	Mile Post Range	Miles	Share
Berwyn	8.8-10.1	1.3	7.39%
Riverside	10.1-11.7	1.6	9.09%
Brookfield	11.7-13.3	1.6	9.09%
LaGrange	13.3-14.8	1.5	8.52%
Western Springs	14.8-16.2	1.4	7.95%
Hinsdale	16.2-17.9	1.7	9.66%
Clarendon Hills	17.9-18.9	1	5.68%
Westmont	18.9-19.8	0.9	5.11%
Lisle	23.6-25.8	2.2	12.50%
Naperville	27.2-31.6	4.4	25.00%
TOTAL		17.6	

BE IT FURTHER RESOLVED by the Board of Trustees of the West Suburban Mass Transit District that this Resolution be filed with the Illinois Secretary of State.

PRESENTED, ADOPTED and APPROVED this 21st day of October, A.D. 2020.
APPROVED:



Curtis A. Linder, Chairman



William F. Murray, Jr., Secretary

W S M T D

WEST SUBURBAN MASS TRANSIT DISTRICT

203 N. LASALLE ST., SUITE 2500
CHICAGO, ILLINOIS 60601
(312) 245-7496
FAX NO. (312) 245-7467

October 30, 2020

OFFICERS

CURTIS A. LINDER
Chairman

JONATHAN MCCABE
Vice Chairman

JASON T. JOHNS
Treasurer

WILLIAM F. MURRAY, JR.
Secretary

Kathleen A. Gargano
Village Manager
Village of Hinsdale
19 East Chicago Avenue
Hinsdale, IL 60521

TRUSTEES

Elizabeth Capua
Berwyn

Charles P. Hall
Brookfield

Jonathan McCabe
Clarendon Hills

Vacant
Hinsdale

Curtis A. Linder
LaGrange

William F. Murray, Jr.
Lisle

Michael Garlich
Naperville

Jason T. Johns
Riverside

Patrick Higgins
Western Springs

John E. Cannon
Westmont

Re: West Suburban Mass Transit District Resolution of Discontinuance

Dear Ms. Gargano:

I am writing to you to advise you of two actions taken at the October 21, 2020 meeting of the Board of Trustees of the West Suburban Mass Transit District.

First, the Trustees voted to establish a Grant VII program, pursuant to which the District will distribute \$6,500.00 to each of its member communities. Funds must be used by the member community to fund capital expenditures along the commuter rail line in the member community. The member community will not be required to submit invoices to the District for approval. We anticipate that all funds will be distributed to the treasurer for each member community on or about December 21, 2020.

Second, the Trustees voted unanimously to discontinue services and dissolve the West Suburban Mass Transit District. The Trustees are working to finalize dissolution on or before December 31, 2020 in order to limit costs and maximize the further funds available for distribution to member communities.

COUNSEL

Gregory M. Wright

Enclosed please find two executed copies of the Resolution of the Board of Trustees which authorizes the discontinuance of services by and the dissolution of the District.

Please also find enclosed a selection from the Illinois Mass Transit District Act governing the dissolution of a mass transit district under Illinois law (70 ILCS 3610/9). Our counsel advises us that in order to proceed with dissolution, the boards of each of our member communities will need to approve the enclosed resolution and cause the resolution to be filed with your community's clerk's

Village of Hinsdale
October 30, 2020
Page 2

office and with the Illinois Secretary of State. In order to facilitate this process, our counsel has prepared a form of resolution for your community's board to consider at its next meeting. Use of the suggested wording enclosed is optional; all we need is for the District's resolution to be explicitly approved and for the member community's resolution to be filed with member community's clerk's office and with the Illinois Secretary of State.

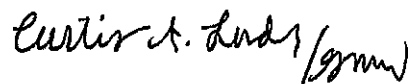
In order to meet our deadline of December 31, 2020, we are asking member communities to make every effort to cause the District's resolution to be approved prior to November 30, 2020. Once approval is complete, please submit two certified copies of the member community's resolution to the member community's clerk's office and direct the clerk to file one locally and the second with the Illinois Secretary of State. Finally, please send a copy of your member community's approval resolution, certified by your secretary or chairperson, to our counsel, Greg Wright of Masuda Funai (312-245-7496, gwright@masudafunai.com), together with confirmation that said resolution has been filed with your clerk's office and with the Illinois Secretary of State.

If you or your counsel have any questions or comments about the enclosed materials or this process, please contact your appointed District Trustee or Mr. Wright.

It has been our pleasure serving your community and the riders along the BNSF commuter line. Thank you for your community's support of our activities, and thank you for your assistance in this process of dissolution.

Very truly yours,

WEST SUBURBAN MASS TRANSIT DISTRICT

A handwritten signature in black ink, appearing to read "Curtis A. Linder" followed by a stylized flourish or initials.

Curtis A. Linder
Chairman

Enclosures

cc: Jonathan McCabe, Vice-Chairman, West Suburban Mass Transit District

Selection from the Illinois Mass Transit District Act (70 ILCS 3610/1 et seq.) regarding discontinuance and dissolution:

(70 ILCS 3610/9) (from Ch. 111 2/3, par. 359)

Sec. 9. Discontinuance.

(a) Whenever the Board of Trustees of any District shall determine that there is no longer a public need for its transportation services or that other adequate services are or can be made available, and that it should terminate its existence and services, it may by resolution so certify to the participating municipalities and counties which created it. If the participating municipalities and counties approve of such discontinuance, they may by ordinance or resolution, as the case may be, authorize the District to discontinue its services and wind up its affairs. A copy of such ordinance or resolution or both, shall be filed with the county or municipal clerk or clerks and the Secretary of State. After payment of all its debts and settlement of all obligations and claims, any funds remaining after the sale and disposition of its property shall be disposed of by payment to the treasurer of the county or municipality which created it, or if created by 2 or more municipalities or counties, by payment to the several treasurers, first, to repay in whole or pro rata, funds advanced to the authority, and the balance, if any, pro rata according to the length of scheduled transportation route miles operated in the several municipalities and unincorporated areas of the several counties during the preceding calendar year.

(b) Whenever the Board of Trustees of any District created under the provisions of Section 3.1 determines that there is no longer a public need for its existence or services, it may discontinue its existence by passing an ordinance or resolution stating that the District shall cease its existence on the date stated therein or, if no date is stated therein, on the date the ordinance or resolution was passed. A certified copy of the ordinance or resolution shall be filed with the Secretary of State and with the County Clerk of each county within the boundary of the District. The funds remaining after the payment of all debts and settlement of all obligations and claims shall be paid over on a pro rata basis based on area as follows:

- (1) to the Treasurer of each municipality that was in whole or in part within the boundary of the District; and
- (2) to the Treasurer of each county in which any unincorporated area of the county was within the boundary of the District.

(c) Prior to the effective date of this amendatory Act of the 98th General Assembly, if the Board of Trustees of any District created under Section 3.1 of this Act passed an ordinance or resolution intended to effect a dissolution of its existence, the discontinuation of that District is confirmed as valid and effective on the date set forth in the ordinance or resolution or, if no date is stated therein, on the date the ordinance or resolution was passed.

(Source: P.A. 98-1161, eff. 6-1-15.)

Administration

AGENDA SECTION: Agenda Section – Second Reading Non-Consent Agenda-ACA

SUBJECT: Contract Renewal JLD Consulting Group, LLC

MEETING DATE: **November 17, 2020**

FROM: Bradley Bloom, Assistant Village Manager/Director of Public Safety

Recommended Motion

Approve a contract with JLD Consulting Group, LLC at an amount to not exceed \$5,500 per month starting December 1, 2020 and ending November 30, 2021.

Background

On November 5, 2019 the Village Board approved a contract with JLD Consulting Group, LLC to perform lobbying services related to the Tollway expansion project. Since 2016, the Village has been impacted by the Tollway expansion project. This is due to the physical changes and impact to our residents and parks through the construction, but also, the very real loss of revenue when the Tollway Oasis is removed for the widening. The Oasis will not be replaced in its current form, rather the Village has an agreement with the Tollway allowing the Village to redevelop the Oasis property. This is extremely important for the Village as the Oasis is one of the largest revenue sources for the Village. The success of the Oasis directly impacts the operating budget of the Village. The continued use of a lobbyist is recommended to provide continual monitoring of legislative and other threats and to champion the Hinsdale position related to the expansion to key statewide leaders and those leaders within the Tollway Authority.

Discussion & Recommendation

In May 2019, the Village approved an intergovernmental agreement (IGA) with the Tollway. This initial IGA focused on impacts due to the construction activities. At the October 1, 2019 Village Board meeting a contract was approved for the Village to continue utilizing the services of attorney Bill Ryan to negotiate the second IGA with the Tollway. The initial IGA approved in May provides the Village the ability to redevelop the property at the Oasis subject to Tollway approval. While Mr. Ryan will focus on the legal side of preparing the IGA, the second IGA will require a significant amount of work with Tollway officials, including meeting with and potentially appearing before the Tollway Board to complete. It is staff's recommendation to continue to retain the lobbyist services and enter into a successor agreement beginning December 2020 and ending November 30, 2021. The new agreement includes language allowing either party to terminate the agreement with 30 days' notice.

Staff has made it clear to the lobbyist that we will continue to evaluate the value of retaining the lobbyist during the first two quarters of the fiscal year and may be forced to terminate the agreement due to shortfalls in revenue projection.

Budget Impact

The draft 2021 budget includes funding for this contract for 6 months.

Village Board and/or Committee Action

N/A

Documents Attached

1. Contract with JLD Consulting



JLD CONSULTING GROUP, LLC

220 N. Green St.
Chicago, Illinois 60607
312.600.4007 (Direct) 708.417.4477 (Cell)
312.600.4007 (Fax)
jd@jldgrp.com

November 11, 2020

Via Email Transmission:

Kathleen Gargano
Village Manager
Village of Hinsdale
19 E. Chicago Ave.
Hinsdale, IL 60521

Re: ***Government Relation Services and Strategic Consulting***

Dear Ms. Gargano:

Please allow this correspondence to serve as a proposal, which if its terms are agreeable, will act as a Retainer Agreement between the **Village of Hinsdale ("Village of Hinsdale")** and **JLD Consulting Group, LLC ("JLD CONSULTING GROUP, LLC")** regarding the above-referenced matter. It is our practice to confirm with an engagement letter certain understandings regarding the manner in which JLD CONSULTING GROUP, LLC will perform and bill for our services.

This correspondence outlines the services JLD CONSULTING GROUP, LLC can provide "VILLAGE OF HINSDALE" with regard to Government Relations Services and Strategic Consulting. With a principal that has nearly a decade of governmental expertise at the highest level in Illinois, we have successfully navigated the interests of business and government on behalf of our clients, achieving results on the state, county and municipal level. We look at governmental consulting through a business lens and apply principles and advice that is a value creator for our clients.

The JLD CONSULTING GROUP, LLC members have experience with all phases of representation before governmental bodies. We blend this with strong business expertise to set us apart from our competitors. JLD CONSULTING GROUP, LLC will provide representation and assistance to you in this manner.

November 11, 2020

Page 2

Statement of Work:

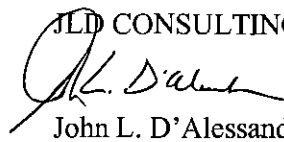
It is understood and agreed, pursuant to this agreement, that JLD Consulting Group, LLC shall provide the following services:

- Assist the Village of Hinsdale in continuing to strengthen, maintain, and further engage with members of the Illinois Legislature, Governors Office, and other State Governmental bodies and authorities.
- Support the Village of Hinsdale in crafting and messaging projects with the Illinois Toll Highway Authority.
- Work directly with the Illinois State Toll Highway Authority on projects that impact the Village of Hinsdale.
- Provide regular updates and reports as directed.
- Provide insight and strategy on any impactful legislation or policy proposals at the various levels of government
- Provide crisis management.
- Shall assist, advise, and consult with Village of Hinsdale on other matters as requested from time to time.

It is further understood and agreed that the scope of services to be rendered does not include the rendering of any legal services to, legal representation of or legal advice to VILLAGE OF HINSDALE. It is also understood and agreed that this Agreement is not contingent upon the outcome of any services rendered, including but not limited to the passage or defeat of any specific legislation, the final version or content of any legislation or the obtaining or failure to obtain any specific contract, job or grant. JLD Consulting Group, LLC, commits to using its best professional efforts at all times on behalf of VILLAGE OF HINSDALE, but cannot offer any promises or guarantees as to results.

JLD CONSULTING GROUP, LLC looks forward to working with you on this important endeavor.

Very truly yours,

JLD CONSULTING GROUP, LLC

John L. D'Alessandro, President

AGREEMENT

The following constitutes the Articles of Agreement between JLD Consulting Group, LLC (JLD CONSULTING GROUP, LLC), and Village of Hinsdale (CLIENT):

1. This Agreement shall begin December 1, 2020 and will continue until November 30, 2021 provided that either party may terminate the Agreement at any time upon thirty-days written notice.

2. Throughout the term of this Agreement, JLD CONSULTING GROUP, LLC shall perform all services as an independent contractor and not as an employee of CLIENT. As an independent contractor, it is understood and agreed that JLD CONSULTING GROUP, LLC shall perform services only at the direction of CLIENT or as CLIENT shall otherwise specify. JLD CONSULTING GROUP, LLC's primary contact on this matter shall be John D'Alessandro. CLIENT's primary contact shall be Kathleen Gargano.

3. It is understood and agreed, pursuant to this Agreement, that JLD CONSULTING GROUP, LLC shall provide the following services detailed under "Statement of Work".

It is further understood and agreed that the scope of services to be rendered pursuant to this paragraph 3 does not include the rendering of any legal services to, legal representation of or legal advice to CLIENT.

4. The manner in which the services are to be performed and the specific hours to be worked by JLD CONSULTING GROUP, LLC shall be determined by JLD CONSULTING GROUP, LLC. It is understood and agreed that CLIENT will rely on JLD CONSULTING GROUP, LLC to work as many hours as may reasonably be necessary to fulfill JLD CONSULTING GROUP, LLC's obligations under this Agreement.

5. The fee for the services provided by JLD CONSULTING GROUP, LLC and set forth in paragraph 3 of this Agreement shall be \$5,500 per month. JLD CONSULTING GROUP, LLC shall bill CLIENT monthly and CLIENT shall pay each monthly bill within 30 days of CLIENT's receipt of each such bill.

It is further understood and agreed that any and all monies paid by CLIENT to JLD CONSULTING GROUP, LLC shall not be made from any unallowable sources. By signing this Agreement, CLIENT certifies that none of the monies it will utilize to pay JLD CONSULTING GROUP, LLC for its services pursuant to this Agreement are or will be in violation of the provisions of: (1) Ill. Adm. Code, Title 89, Part 509, Section 509.20 *et seq.* (Allowable/Unallowable Costs); (2) any contracts, policies, rules or laws of the State of Illinois and any agencies and departments thereof; and (3) any federal laws, rules or regulations, if applicable.

It is also understood and agreed that any expenses incurred in providing services under this Agreement shall be borne by JLD CONSULTING GROUP, LLC unless prior approval for specified expenses is granted by CLIENT.

6. JLD CONSULTING GROUP, LLC shall comply with all applicable laws and regulations with respect to registration and other matters required by law if lobbying is required on behalf of the CLIENT. JLD CONSULTING GROUP, LLC shall conduct itself in providing services to CLIENT in compliance with the highest ethical standards.

7. It is understood and agreed that this Agreement is not contingent upon the outcome of any services rendered, including but not limited to the passage or defeat of any specific legislation, the final version or content of any legislation or the obtaining or failure to obtain any specific contract, job or grant. JLD CONSULTING GROUP, LLC commits to using

its best professional efforts at all times on behalf of CLIENT, but cannot offer any promises or guarantees as to results.

8. JLD CONSULTING GROUP, LLC's employees who perform services for CLIENT under this Agreement shall also be bound by the provisions of this Agreement.

9. In recognition of the unique rights and duties of the parties to this Agreement, the parties hereby waive any and all rights to transfer or assign the rights and duties of this Agreement.

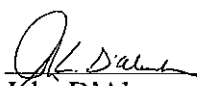
10. This Agreement contains the entire agreement of the parties with respect to the services to be rendered as stated in paragraph 3 and there exist no other promises or conditions in any other agreements, oral or written, with regard to the services to be provided as set forth in paragraph 3. This Agreement supersedes any prior written or oral agreements between the parties with respect to the services set out in paragraph 3.

11. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

12. This Agreement shall be governed by the law of the State of Illinois

If the terms and conditions set forth in this Agreement are acceptable, please make this a binding Agreement by signing where indicated and returning a copy to JLD CONSULTING GROUP, LLC either by mail or fax.

JLD CONSULTING GROUP, LLC

By: 
John D'Alessandro, President

November 11, 2020
Page 6

Dated: 11-11-2020

By: _____

Kathleen Gargano, Village Manager

Dated: _____



11a

MEMORANDUM

DATE: November 12, 2020

TO: President Cauley and Village Board of Trustees
Kathleen Gargano, Village Manager

FROM: Garrett Hummel, Administrative Analyst

RE: Public Services Monthly Report – October 2020

Provided below is the monthly staff report from the Public Services Department. This highlights activities that occurred during the month of October.

- Roadway Division completed 77 service requests in October.
- TNT Concrete was contracted to repair and replace nine (9) curb and sidewalk locations throughout the Village.
- Roadway Division replaced all parking signage in Highlands Station parking lot.
- 13,000 tulip bulbs were planted in the CBD landscape beds.
- 26 public trees were removed in October.
- Water division had 2 water main breaks in October.
- 108 fire hydrants were sand blasted and painted.



MEMORANDUM

**Village of Hinsdale
Department of Public Services
Roadway Division
Monthly Report – October 2020**

Activity Measures

Standard Tasks	October 2020	Prev Month	YTD 2020
Signs	88	47	601
Posts	31	24	301
Signs Repaired	6	3	65
Cold Mix (tons)	4	2	36
Hot Mix (tons)	6.88	20.45	95.40
Gravel for Alleys (tons)	2	2	26
White Paint (gallons)	5	10	45
Yellow Paint (gallons)	0	0	0
Basin top Cleaning (man-hours)	32	2	156
Alley Grading (man-hours)	16	16	202
Alley Trimming (man-hours)	4	4	25
Concrete (yards)	0	0	20
Snow & Ice Callouts	0	0	22
Road Salt Used (tons)	0	0	557.75
Sand Used (tons)	0	0	0
Salt & Calcium for walks, stairs, etc. (tons)	0	0	35
Leaves Swept Up (yards)	120	50	490
Central Business District Sweeps	3	4	22
Complete Village Sweeps	0	0	1
Parking Lot Sweeps	0	0	0
Street Light Poles Repaired	0	0	16
Request For Services Completed	77	89	859



MEMORANDUM

Sump pump issues	0	0	83
Pool maintenance (Man hours)	0	0	0
Parkway Restorations	4	12	64
Parking meters	3	1	10
Special Events (man hours)	32	24	202
Hauling to dump	2	0	0

Significant issues for this month:

- Public Services filled potholes in miscellaneous problem/complaint areas and water main breaks using four (4) tons of coldpatch.
- Roadway Division completed 77 service requests in October.
- TNT Concrete was contracted to repair and replace nine (9) curb and sidewalk locations throughout the Village.
- Roadway Division replaced all parking signage in Highlands Station parking lot.



MEMORANDUM

**Village of Hinsdale
Department of Public Services
Forestry Division
Monthly Report – October 2020**

Trees pruned by Village Staff:

- Small tree pruning (diameter 10 inches and less) – Small tree pruning has been suspended until winter 2020-2021.
- Completed twelve (12) resident tree work requests, pruning fifteen (15) trees.

Trees pruned by contractor (diameter 10 inches and above):

- The pruning program is scheduled for winter of this fiscal year. The area scheduled to be pruned in this cycle is the northwest section of the Village.

Trees removed by Village Staff:

- 26 public trees were removed in October.
- 186 public trees removed by staff this calendar year.
- 33 public trees are currently scheduled for removal by staff.

Trees removed by contractor:

- Elm – 0
- Ash - 0
- Other – 0
- 75 public trees were removed by a contractor this calendar year.
- 6 public trees are currently scheduled for removal by contractor.

Ash trees infested by Emerald Ash Borer detected by Village Staff:

- 0 public EAB positive ash trees were detected in October; 27 public EAB positive ash trees have been detected this calendar year.
- 0 private EAB positive ash trees were detected in October; 16 private EAB positive ash trees have been detected this calendar year.

Ash trees removed:

- 3 ash tree was removed this month (3 Village / 0 Contractor).
- 40 ash trees were removed this calendar year (28 Village / 12 Contractor).
- 1557 ash trees have been removed since February 2011 (1249 EAB Positive).



MEMORANDUM

Ash trees that have been treated to manage infestation by Emerald Ash Borer:

- Soil injection treatments of 260 ash trees were completed in April.
- Trunk injection treatments of 31 ash trees were completed in June.

Elm diseased trees detected by Village Staff:

- 0 public DED positive elm trees were detected in October; 27 DED positive elm trees were detected this calendar year.
- 2 additional elms were lost due to storm damage and construction damage.
- 0 private DED positive elm trees were detected in October; 25 DED positive elm trees were detected this calendar year.

Elm trees that have had diseased limbs removed (amputations):

- 0 parkway trees.

Elm trees that have been inoculated for prevention of Dutch elm disease:

- A total of 371 elms have been treated this season out of the 437 elms that were scheduled to be treated in 2020. The remaining 66 elms will be scheduled for treatment in 2021.

Tree stumps removed by Village Staff:

- 5 tree stumps were routed, the mulch removed, and the area restored with top soil and grass seed.

Trees Planted:

- 0 trees were planted through the Village's Planting Program.
- 0 trees were planted through the Tribute Tree Program.
- 0 tree was planted through the Resident Reimbursement Program.

Other:

- The Superintendent of Parks & Forestry completed selection of trees for fall tree planting.
- Staff reviewed and commented on 13 tree preservation plans submitted for building permits.
- Staff attended harassment training.

Tree Preservation (Public Services)

	October 2020	Previous Mo	YTD 2020
Tree Pruning Contractual	0	0	645
Tree Pruning In-House	15	9	122
Small Tree Pruning In-House	0	0	725
Tree Removal Contractual	0	19	75
Tree Removal In-House	26	37	186
Trees Planted	3	0	132
Elm Trees Treated	0	0	371
Dutch Elm Disease Losses (Private)	0	0	0
Elm Losses (Public)	2	1	16
Ash Trees Treated	0	0	291
Ash Tree Removal - EAB (Private)	0	0	0
Ash Tree Removal – EAB (Public) <i>Note: since Feb 2011, 1,554 public Ash trees have been removed</i>	In-House 3	In-House 3	In-House 28
	Contracted 0	Contracted 5	Contracted 12
Tree Preservation Plan Reviews	13	14	80



MEMORANDUM

**Village of Hinsdale
Department of Public Services
Parks Maintenance Division
Monthly Report – October 2020**

Activity Measures

October Totals			
Job Task	Hours	Accomplished	Units
Administration	0	0	Hour
Clean Bathroom	0	12	Each Bathroom
Refuse Removal	78	78	Hour
Fountain Maintenance	18	18	Hour
Litter Removal	5	5	Hour
Weed Removal	0	0	Hour
Brush Pick Up	0	0	Hour
Athletic Field Striping	67.5	29	Each Field
Infield Maintenance	72	3	Each Field
Athletic Goal/Net Maintenance	2.5	52	Each Goal
Turf Repair/Sod Installation	0	0	Hour
Aeration	0	0	Hour
Over seeding	2	40	Lbs. of Seed
Turf Evaluation/Soil Testing	0	0	Each
Hardwood Mulch Installation	0	0	Cubic Yard
Leaf Mulching	0	0	Hour
Mowing	0	0	Hour
Land Clearing	1	1	Hour
Planting Bed Preparation	29	42	Hour
Plant Installation/Removal	50	50	Hour
Flowering Bulb Installation/Removal	106	106	Hour
Tree and Shrub Maintenance	0	0	Hour
Fertilization	0	0	Hour
Watering	0	0	Hour
Pest and Weed Control (chemical)	0	0	Hour
Irrigation Start Up (spring)	0	0	Each
Irrigation Repair	0	0	Each



MEMORANDUM

Irrigation Winterization	74.5	19	Each
Playground Maintenance/Repair	0	0	Hour
Playground Inspection	0	0	Each
Playground Mulch Installation	0	0	Cubic Yards
Holiday Decorating	0	0	Hour
Platform Tennis Repairs	0	0	Each
Special Events	0	0	Hour
Building Maintenance	16	16	Hour
Equipment/Vehicle Maintenance	4	8	Each
Training/Education	38	38	Hour
Skate Park Maintenance	0	0	Hour
Ice Rink Maintenance	0	0	Hour
Miscellaneous	75.5	75.5	Hour



MEMORANDUM

Village of Hinsdale Department of Public Services Parks Maintenance Monthly Highlights – October 2020

Contractual Maintenance

- **Landscape Maintenance and Mowing**
 - Mowing and maintenance is on-going.
- **Rain Garden Maintenance**
 - Mowing and maintenance is on-going.
- **Summer Weekend Parks Bathroom and Garbage Maintenance**
 - The Village's contractor continued weekend and holiday garbage disposal for Village Parks and the Central Business District.

General Park Maintenance

- **Landscape Maintenance**
 - Landscape areas in parks and the Central Business District were inspected and cleaned.
- **Bathroom Shelters (Six Sites – 12 Bathrooms & 3 Picnic Shelters)**
 - Cleaned Monday – Friday
 - Remain open to accommodate activities
 - All bathrooms remained closed

Athletics

- **29 athletic fields have been laid out and will be lined weekly through October**
 - 24 soccer fields
 - 3 lacrosse fields
 - 2 football fields
- The Veeck Park T-ball field has been raked and screened weekly in preparation for league play.

Central Business District

- **Planting Bed Maintenance**
 - Sustainable beds were maintained for winter. Woody shrubs and perennials were cutback to promote vigorous spring growth.
- **Planting Bed Maintenance**
 - Summer annual plants have been removed.
 - Beds have been tilled for improved drainage.
 - Installation of tulip bulbs is complete.
 - 13,000 tulip bulbs were planted in the CBD landscape beds.



MEMORANDUM

Other

- Staff began winterization of parks irrigation.
- Staff attended annual harassment training.



MEMORANDUM

**Village of Hinsdale
Department of Public Services
Buildings Maintenance Division
Monthly Report – October 2020**

Building Security and Fire Suppression

- Replaced batteries in Village Hall burglar alarm hand set buttons.
- Received a call about alarm activation in the KLM Zook house and advised Fire Department to call the Hinsdale Historical Society.

HVAC

- Worked with Kroeschell Service to Clean and service the two hot water boilers at the KLM Lodge.
- Worked with Kroeschell to clean and service the hot water boiler at the Public Services Garage.
- Worked with Kroeschell to clean and service the two hot water boilers at the Water Plant.
- Worked with Kroeschell to service two steam boiler at the Memorial Hall and start units.
- Started reassembling the two steam boilers at the Memorial Hall for heat.
- Made repairs to PD / FD Johnson Control air board and fine-tuned its operation.
- Checked and ran the boiler at the Police / Fire Building.
- Started heating units at the Hinsdale Pool sprinkler room and filter room.
- Started and checked heating furnace at the KLM Annex.
- Serviced the PD / FD air compressor for controls.
- Checked and adjusted heating system at Burns Field Warming House.
- Checked and adjusted heat at the old Humane Society building.
- Checked heat at the Hinsdale Youth Center. Replaced batteries in second floor thermostat and repaired door open switch to second floor furnace.
- Installed new building exhaust fan motor and drive belt at Public Works Garage.
- Started hot water boilers at the Water Plant and checked operation.
- Posted new boiler inspection certificates.
- Turned on heat and serviced boiler at KLM 181.
- Repaired Memorial Hall second floor air handler pneumatic zone damper rubber boot had a hole in it and would not operate.



MEMORANDUM

- Installed new cooling condenser motor and fan blade at KLM Lodge for Dining Room.
- Checked all thermostats at the KLM Lodge for proper adjustment, found ice on the coil of the air handler for the Living Room thawed it out and made adjustments.
- Installed new motor on heating unit at Public Works.
- Washed and cleaned heating units on first floor at Public Works.
- Adjusted air flow at the Village Hall Manager's and Assistant Manager's office.
- Checked natural gas smell at the KLM near Annex.

General Maintenance

- Repaired hardware on panic lock unit for back door of the Police Station.
- Installed new sump pump unit at the KLM Lodge basement.
- Re-installed overhead door sensor at Police Station. The garage knocked it off the wall.
- Replaced all fluorescent lamps at the Public Works garage lower level.
- Helped with mixing concrete patch material at Burlington Park.
- Replaced fluorescent lamps at the Village Hall offices as needed.
- Worked with Goldie Locks to install new door and frame at Pierce Park Men's bathroom.
- Checked electric at Burns Field and installed new outlet for Platform Tennis.
- Worked with Great Lakes Plumbing to remove old water lines at KLM kitchen.
- Installed anti-freeze at various park buildings.
- Repaired hand rail at KLM Lodge and cleaned out upper gutter from debris.
- Installed new window and repaired ceiling tile at the KLM Montessori School. We only went inside due to a water leak outside which caused damage in the building.
- Cleaned roof heads at the Police / Fire building.
- Installed new US flag at the Police Station.
- Conducted Covid-19 cleaning daily at the Police Station and Village Hall.
- Maintained all Village Flags at half-staff as per Governor.
- Checked building fire extinguishers.
- Checked building inspection reports as needed.

Administration

- BNSF Testing.
- Budget/CIP meeting.
- Boiler Meeting for Police / Fire.



MEMORANDUM

**Village of Hinsdale
Department of Public Services
Water Division
Monthly Report – October 2020**

Water Activity Measures

Standard Tasks	October 2020	Prev Mo	YTD 2020
Utility Locates (JULIE)	575	551	4,972
B-Box/Service Locates	693	664	6,064
Water Mains Located	131	119	1,257
Main Break Repairs	2	2	27
B-Box/Service Repairs	5	4	19
Hydrants Replaced/Repaired	7	6	50
Service Connections/Inspections	5	1	33
Valve Installations/Repairs	0	0	3
Valves Exercised	15	4	82
Valves Located	60	54	440
Leak Investigations	4	3	35
Hydrants Flushed	10	8	75
High Bill Investigations	1	0	5
Water Fountains Serviced/Replaced	0	0	1
Disconnect Inspections	4	4	43
Meter Repairs	4	17	48
Meter/Remote Installs	10	11	74
Meters Removed	2	6	35
Meter Readings	19	41	241



MEMORANDUM

Water Main Break Repairs

October 2020	Prev Mo	YTD 2020
2	2	27

October Water Main Break Locations

<u>Date</u>	<u>Address</u>	<u>Pipe Size/Type</u>	<u>Air Temp.</u>	<u>Duration</u>
10/20/20	3 rd & Princeton	8" Ductile Iron	54	10 hrs.
10/22/20	415 Bonnie Brae	6" Ductile Iron	57	5 hrs.



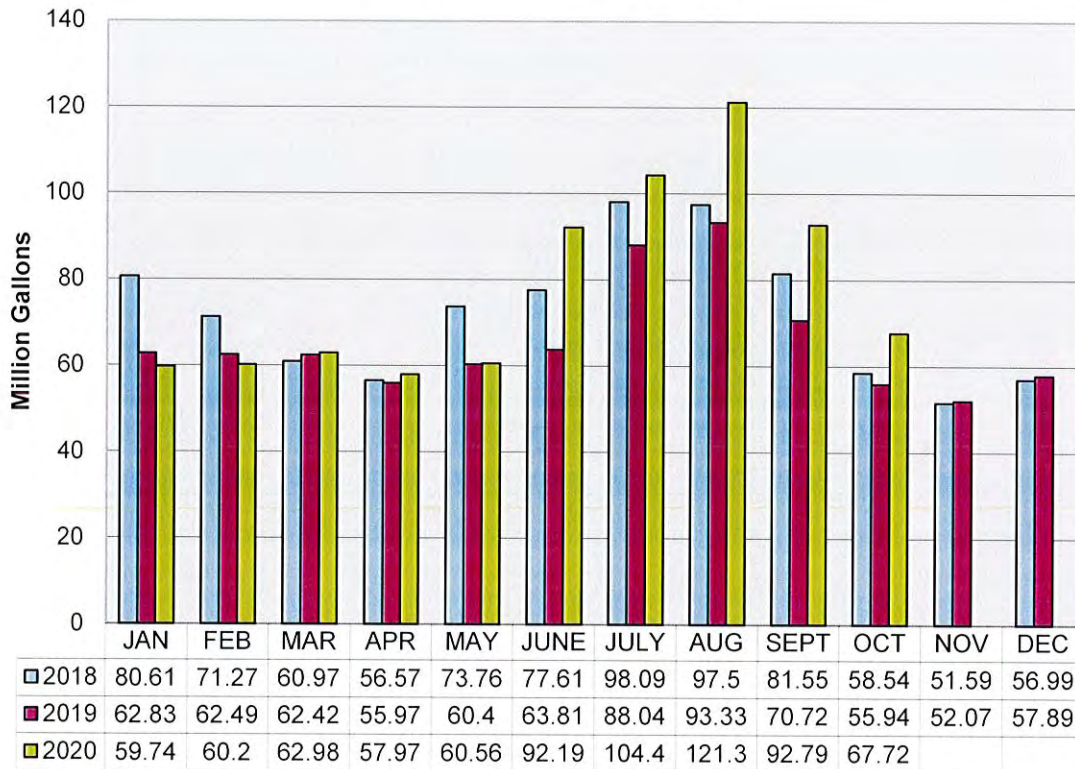
MEMORANDUM

**Village of Hinsdale
Department of Public Services
Sewer Division
Monthly Report – October 2020**

Sewer Activity Measures

Standard Tasks	October 2020	Prev Mo	YTD 2020
Catch Basins Replaced/Repaired	0	0	1
Inlet Replaced/Repaired	0	1	1
Manhole Replaced/Repaired	0	0	0
Catch Basins/Inlets Cleaned	24	16	114
Sewers Cleaned (feet) In-House	635	600	2,335
Sewers Cleaned (feet) Contractor	0	0	200
Sewers Televised (feet) Contractor	0	0	200
Sewers Replaced/Repaired (feet)	0	0	32
Sewer Mains Located	30	25	159
Back-up Investigations	0	0	10
Manholes Located	60	52	324
Cave-ins Checked	0	1	13
Sewer Inspections	0	0	0
IEPA sampling due to overflow event of combined sewers (Veeck CSO)	1	0	5

MONTHLY WATER PUMPAGE



October 2020

Standard Tasks	Check Oil, Grease Fittings, Rotate Shafts(Weekly)	Bacteria Sampling
High Service/Pool Pumps #1, #2, #3, #4	✓	N/A
Well Pump Motors #2, #5, and #10	✓	✓

Standard Tasks	October 2020	Prev Mo
Bacteria Samples	24	24
Field Chlorine	21	21
Field Turbidities	21	21
Lab Chlorine	27	26
Lab Turbidities	27	26
Lab pH	27	26
Lab Fluoride	27	26
Precipitation Readings	0	0
Temperature Readings (air)	27	26
Temperature Readings (water)	31	30
DBP Samples	0	0
Pumps Serviced	10	10
Special Well Samples	0	0
UCMR 4	12	12



11b

MEMORANDUM

DATE: November 5, 2020
TO: President Cauley and the Village Board of Trustees
CC: Kathleen A. Gargano, Village Manager
FROM: Robert McGinnis, Community Development Director/Building Commissioner *RM*
RE: **Community Development Department Monthly Report-October 2020**

In the month of October the department issued 120 permits including two new single family homes and 24 residential alterations. The department conducted 363 inspections and revenue for the month came in at just over \$106,000.

There are approximately 89 applications in house, including 15 single family homes and 15 commercial alterations. There are 32 permits ready to issue at this time, plan review turnaround is running approximately 3-4 weeks, and lead times for inspection requests are running approximately 24 hours.

The Engineering Division has continued to work with the department in order to complete site inspections and respond to drainage complaints. In total, 61 engineering inspections were performed for the month of October by the division. This does not include any inspection of road program work and is primarily tied to building construction and drainage complaints.

We currently have 19 vacant properties on our registry list. The department continues to pursue owners of vacant and blighted properties to either demolish them and restore the lots or come into compliance with the property maintenance code.

COMMUNITY DEVELOPMENT MONTHLY REPORT October 2020

PERMITS	THIS MONTH	THIS MONTH LAST YEAR	FEES	FY TO DATE	TOTAL LAST YEAR TO DATE
New Single Family Homes	2	1			
New Multi Family Homes	0	0			
Residential Addns./Alts.	24	18			
Commercial New	0	0			
Commercial Addns./Alts.	2	3			
Miscellaneous	38	39			
Demolitions	2	0			
Total Building Permits	68	61	\$ 90,324.00	\$961,676.00	\$1,151,089.00
Total Electrical Permits	24	7	\$ 5,241.00	\$ 69,578.00	\$101,642.00
Total Plumbing Permits	28	11	\$ 10,722.00	\$ 120,906.00	\$192,409.00
TOTALS	120	79	\$ 106,287.00	\$1,152,160.00	\$ 1,445,140.00

Citations			\$0		
Vacant Properties	19				

INSPECTIONS	THIS MONTH	THIS MONTH LAST YEAR			
Bldg, Elec, HVAC	195	295			
Plumbing	35	54			
Property Maint./Site Mgmt.	72	66			
Engineering	61	47			
TOTALS	363	462			

REMARKS: