



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/11ibbav8>

Passcode: 329027

or join by phone:

1 312 626 6799

Webinar ID: 837 3597 0343

Passcode: 329027

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, February 16, 2021 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 February 2, 2021
4. VILLAGE PRESIDENT'S REPORT
5. CITIZENS' PETITIONS* (Pertaining to items appearing on this agenda)
6. 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 a Resolution of the Village of Hinsdale, DuPage and Cook Counties, Illinois, Approving and Authorizing Execution of a First Amendment to an Agreement Between the Village of Hinsdale and the Hinsdale Platform Tennis Association; **and**
Approve an Ordinance of the Village of Hinsdale, DuPage and Cook Counties, Illinois, Approving and Authorizing Execution of a Guaranty of Term Loan and Governmental Certificate

Environment & Public Services (Chair Byrnes)

- b) Award the contract for construction of the 2021 Maintenance Project to Builders Paving, LLC in the amount not to exceed \$652,000
- c) Award Semmer Landscape Inc. the Landscape Maintenance contract for Calendar Year 2021 in the extended price comparison amount of \$137,056, the original full bid amount
- d) Award Kinnucan Tree Experts and Landscape Company the elm tree treatment contract in the bid comparison amount of \$11.42 per inch not to exceed the total contract amount of \$148,745.50

Zoning & Public Safety (Chair Stifflear)

- e) Approve an Ordinance Amending Section 6-12-3(d) of the Village Code of Hinsdale to allow for the installation of stop signs for north and southbound traffic on Lincoln at Third Street
- f) Approve an Ordinance Amending Section 6-12-3(b) of the Village Code of Hinsdale to allow for the conversion of five (5) uncontrolled intersections to two-way stop intersections; **and**
Approve an Ordinance to amend Section 6-12-4 of the Village Code of Hinsdale to allow for the conversion of an uncontrolled intersection to a yield intersection

7. 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 February 1, 2021 through February 12, 2021, in the aggregate amount of \$1,322,912.97 as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk***
- b) Approve an Ordinance Authorizing the Sale by Auction or Disposal of Personal Property Owned by the Village of Hinsdale***

Environment & Public Services (Chair Byrnes)

- c) Award a contract for Brush Hill Train Station Ceiling Repairs to Smith Plastering Inc., in the amount of \$9,250 (*First Reading – February 2, 2021*); **and**
Award Heating and Cooling Installation Contract for Brush Hill Train Station to Sendra Services Corp., for the purchase and installation of HVAC equipment in the amount of \$11,149.71 (*First Reading – February 2, 2021*)
- d) Approve the award of Tree Maintenance Bid #1675 to Steve Piper and Sons for tree maintenance services in the amount not to exceed the budgeted amount of \$67,000***

Zoning & Public Safety (Chair Stifflear)

- e) Approve the issuance of a purchase order to WatchGuard in the amount of \$42,249.50 to purchase the WatchGuard V300 Body Worn Camera (BWC) for police operations (*First Reading – February 2, 2021*)

8. SECOND READINGS / NON-CONSENT AGENDA – ADOPTION

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

Administration & Community Affairs (Chair Hughes)

- a) Approve the Annual Appropriation Ordinance for the year January 1, 2021 to December 31, 2021 (*First Reading – February 2, 2021*)

Zoning & Public Safety (Chair Stifflear)

- b) Approve an Ordinance Approving a Major Adjustment to an Exterior Appearance Plan for Façade Changes – Garfield Crossing - 26-38 E. First Street** (*First Reading – February 2, 2021*)

9. DISCUSSION ITEMS

- a) Tollway update
- b) Liquor licensing requests of The Pride Stores, Inc. (BP Amoco)

10. DEPARTMENT AND STAFF REPORTS

- a) Fire
- b) Engineering

11. REPORTS FROM ADVISORY BOARDS AND COMMISSIONS

12. CITIZENS' PETITIONS* (Pertaining to any Village issue)

13. TRUSTEE COMMENTS

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

15. 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
MEETING OF THE
VILLAGE BOARD OF TRUSTEES
Tuesday, February 2, 2021
7:30 P.M.**

The regularly scheduled meeting of the Hinsdale Village Board of Trustees (conducted electronically) was called to order by Village President Tom Cauley on Tuesday, January 5, 2021 at 7:30 p.m., roll call was taken.

Present: President Tom Cauley

Participating electronically: Trustees Matthew Posthuma, Scott Banke, Luke Stifflear, Gerald J. Hughes, Laurel Haarlow and Neale Byrnes

Absent: None

Present: Village Manager Kathleen A. Gargano, Assistant Village Manager/Director of Public Safety Brad Bloom and Village Clerk Christine Bruton

Participating electronically: Police Chief Brian King, Fire Chief John Giannelli, Finance Director Darrell Langlois, Assistant Finance Director Alison Brothen, Director of Community Development/Building Commissioner Robb McGinnis, Director of Public Services George Peluso, Interim Village Planner Nathan Parch, Superintendent of Parks & Recreation Heather Bereckis, and Village Engineer Dan Deeter

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 January 19, 2020

Following changes to the draft minutes, Trustee Hughes moved to **approve the draft minutes of the regular meeting of January 19, 2020, as amended.** Trustee Stifflear seconded the motion.

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

NAYS: None

ABSTAIN: Trustee Haarlow

ABSENT: None

Motion carried.

VILLAGE PRESIDENT'S REPORT

President Cauley announced that Finance Director Darrell Langlois is leaving the Village to become the Assistant Controller with Joliet Junior College. He started at the Village in 2009, and helped the Village recover from the recession, and maintain its financial strength. Under his leadership, the Village has continued to earn the Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association (GFOA). His efforts were instrumental in securing CARES act funding. The Village is grateful for his service, and wish him well. Recruitment for his replacement has begun, and Assistant Finance Director Alison Brothen will act as Interim Finance Director.

President Cauley expressed appreciation for Public Services staff hard work around the clock to clear the Village streets and the downtown areas during record snowstorms over the past weekend. Last Friday Police Officers Jeff Huckfeldt and Sandra Acevedo found an unresponsive driver in a car in front of the post office. Thanks to their quick thinking, and administering CPR, they were able to dislodge an obstruction in the man's throat. With their help and that of the paramedics that arrived on the scene, this man's life was saved. President Cauley acknowledged the quality of Hinsdale Fire and Police Departments.

With respect to COVID-19, he reported Region 8 has moved into Tier 1, bringing positive changes for bars and restaurants and group events. He also reported an overall reduction in the number of reported COVID cases. Village staff is working with District 86 as a vaccination site, and as vaccines become available, the community will be notified. Village Manager Kathleen Gargano added that residents should continue to register with their County Health Departments.

PUBLIC HEARING – APPROPRIATIONS

President Cauley opened the Public Hearing for the 2021 Annual Appropriations ordinance, which is conducted annually per State statute. The hearing notice was published in the Hinsdalean on January 21, 2021. The document mirrors the budget, with the exception of Account 1100-7209 Accounting Services that includes an appropriation of \$83,220 to cover blanket purchase orders for interim accounting services. In addition, there are contingency line items in each department budget to provide legal spending authority in unforeseen circumstances. The library appropriations are set by the Library Board and are included per State statute. Appropriations total \$57,856,777. He asked if there was anyone on the line wanting to speak to this matter. Hearing none, Trustee Hughes moved **to close the Public Hearing on the Appropriations Ordinance**. Trustee Banke seconded the motion.

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

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

President Cauley declared the public hearing adjourned.

CITIZENS' PETITIONS

None.

FIRST READINGS – INTRODUCTION

Administration & Community Affairs (Chair Hughes)

- a) **Approve the Annual Appropriation Ordinance for the year January 1, 2021 to December 31, 2021**

Trustee Hughes introduced the item, stating this is a routine item except as otherwise noted by President Cauley during the Appropriations public hearing.

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

Environment & Public Services (Chair Byrnes)

- b) **Award the contract for construction of the Chicago Avenue Water Main Improvement Project – Phase 2 to John Neri Construction Company in the amount not to exceed \$1,721,900**

Trustee Byrnes introduced the item for construction of a new water main along Chicago Avenue between Washington to Stough to replace the existing 98 year old main. The item was bid, and came in well under budget. He cautioned that last year's project replacing this water main encountered unexpected expense, and there are similar concerns for this stretch of the ancient pipe.

Trustee Hughes asked about storage tanks; are they related only to the Fuller's location, and how will contaminated soils be handled. Village Engineer Dan Deeter said we know there is a leaking tank at the Fullers location, the Mobil site is a secondary concern. The Village has tried to collect some costs from owners of those properties, and will handle as the Illinois Environmental Agency directs, however, we need to know what the costs are first, before negotiating with owners for cost sharing. Mr. Deeter said there has been some soil sampling by Garfield Avenue, but they were small samples and not particularly conclusive. Staff will continue to monitor the situation. Discussion followed regarding the budgeting for the work, and the appropriate size of the main for adequate water pressure in the area.

The Board agreed to move this item to the Consent Agenda of their next meeting.

- c) **Award the contract for engineering services for construction observation of the Chicago Avenue Water Main Improvement Project – Phase 2 to HR Green, Inc. in the amount not to exceed \$121,980**

Trustee Byrnes introduced the item stating this is the same project as previously described and it, too, came in under budget. He added that HR Green, Inc. has done a lot of good work for the Village.

The Board agreed to move this item to the Consent Agenda of their next meeting.

- d) **Award a contract for Brush Hill Train Station Ceiling Repairs to Smith Plastering Inc., in the amount of \$9,250; and
Award Heating and Cooling Installation Contract for Brush Hill Train Station to Sendra Services Corp., for the purchase and installation of HVAC equipment in the amount of \$11,149.71**

Trustee Byrnes introduced the item and explained that the ceiling collapsed and the heaters came down, fortunately no one was hurt. The likely cause of the accident is the vibration from passing trains. These contracts award money for installation of a new HVAC system, and plastering the ceiling. He noted the Village is responsible for the cost of these repairs in accordance with the lease agreement with the Burlington Northern Santa Fe (BNSF).

The Board agreed to move this item to the Consent Agenda of their next meeting.

Zoning & Public Safety (Chair Stifflear)

- e) **Approve an Ordinance Approving a Major Adjustment to an Exterior Appearance Plan for Façade Changes – Garfield Crossing - 26-38 E. First Street**

Trustee Stifflear introduced the item that was referred by the Village Board to the Plan Commission and the Historic Preservation Commission on January 5, 2021. To review, Circa Lighting has requested permission to alter the front and rear facades; remove window muttons and vertical mullions, awnings, replace current front entrances with a single entrance, replace exterior lighting, and install double doors at the rear of the building. He noted the signage request will be reviewed separately. The Historic Preservation Commission approved the request unanimously (6-0), the Plan Commission approved the request unanimously (8-0), provided the outside lights have dimmers, and the only lights on after hours are in the display windows. Ms. Gale Singer, founder, President and applicant had nothing further to add.

Trustee Byrnes asked for a final picture of the doors and lights. Director of Community Development Robb McGinnis said these would be included with the second reading materials.

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

- f) **Approve the issuance of a purchase order to WatchGuard in the amount of \$42,249.50 to purchase the WatchGuard V300 Body Worn Camera (BWC) for police operations**

Trustee Stifflear introduced the item to approve the purchase of 28 Police Department body cameras. The 2021 budget does include \$30,000 for this as the Village intended to purchase only 16 cameras, but current legislation will require all sworn personnel to wear a camera. Therefore, the number necessary increased from 16 to 28, one for each officer, and three for maintenance and inventory. Staff has applied for an IRMA grant for \$10,000 to help fund this purchase. Chief Brian King stated IRMA has said they will award the grant when the Village provides proof of the purchase. Three vendors provided quotes. Discussion followed regarding the disparity in the bid amounts. Chief King assured the Board that the proposed system works very well, and is used in other municipalities.

It was noted that although the State statute will not require departments to have the cameras until 2024, an earlier installation will provide risk management for the Village and adequate documentation for our officers protection. Most of DuPage County is moving in this direction. Discussion followed regarding maintenance, video storage, and the five-year warrantee. In order to plan for obsolescence, Chief King explained a placeholder will be included in the

Capital Improvement Plan (CIP) moving forward. He anticipates training will start right away, and the cameras should be deployed in a couple weeks.
The Board agreed to move this item to the Consent Agenda of their next meeting.

CONSENT AGENDA

Administration & Community Affairs (Chair Hughes)

- a) Trustee Haarlow moved **Approval and payment of the accounts payable for the period of January 18, 2021 through January 29, 2021, in the aggregate amount of \$600,286.94 as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk.** Trustee Stifflear seconded the motion.

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

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

The following items were approved by omnibus vote:

- b) **Approve an Intergovernmental Agreement (IGA) with the Illinois State Toll Highway Authority covering the temporary removal of fencing on Tollway property and partial funding of a Village drainage study (First Reading – January 19, 2021)**
- c) **Approve Blanket Purchase Orders for Calendar Year 2021 totaling \$810,723 and waiving the competitive bid requirements, where applicable (First Reading – January 19, 2021)**
Trustee Hughes moved to **approve the Consent Agenda, as presented.** Trustee Byrnes seconded the motion.

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

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

SECOND READINGS / NON-CONSENT AGENDA – ADOPTION

Administration & Community Affairs (Chair Hughes)

- a) **Approve a Resolution to Appoint an Authorized Agent to the Illinois Municipal Retirement Fund (IMRF)**

Trustee Hughes introduced the item stating this and the following item relate to the retirement of the Finance Director. These resolutions will assign certain responsibilities to the Interim Finance Director. These items appear without benefit of a first read due to time sensitivity. Trustee Hughes moved to **Approve a Resolution to Appoint an Authorized Agent to the Illinois Municipal Retirement Fund (IMRF).** Trustee Banke seconded the motion.

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

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

b) Approve a Certified Resolution for Local Government Customer naming BMO Harris as a Designated Depository; Designation of Authorized Officers; Authorized Activities

Trustee Hughes moved to **Approve a Certified Resolution for Local Government Customer naming BMO Harris as a Designated Depository; Designation of Authorized Officers; Authorized Activities.** Trustee Stifflear seconded the motion.

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

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

DISCUSSION ITEMS

a) Tollway update

Assistant Village Manager/Director of Public Safety Brad Bloom reported the Village has received a request from the Tollway for local drainage access to the sewer on Mill Street. Staff is in the process of gathering information, but the Tollway has stated without access they will remove a section of the noise wall. Initial concerns are wear and tear on our roadways, traffic and noise. This will likely be a three-month project. More information will be provided to the Board as it becomes available.

DEPARTMENT AND STAFF REPORTS

a) Fire

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

Village Manager Gargano thanked Mr. Langlois for his service, stating she enjoyed working with him. She believes he is one of the best Finance Directors in the area, and she wished him the best of luck.

Trustee Hughes added his personal thanks to Mr. Langlois and acknowledged him as a conscientious person. The Village would have liked to incentivize him to stay, but he knows this is good path for him. He wished him the best, and thanked him for his support to the Board and staff.

Mr. Langlois thanked the Board for their kind words.

REPORTS FROM ADVISORY BOARDS AND COMMISSIONS

None.

CITIZENS' PETITIONS

Mr. Chris Elder, former Village Trustee, echoed those remarks about Mr. Langlois. He thanked him for his years of service, recognized his contribution, and wished him the best.

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 February 2, 2021 into closed session under 5 ILCS 120/2(c)(1) appointment, employment compensation, discipline, performance or dismissal of specific employees or legal counsel, and 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 Hughes seconded the motion.

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

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

Meeting adjourned at 8:25 p.m.

ATTEST: _____
Christine M. Bruton, Village Clerk



REQUEST FOR BOARD ACTION

Administration

AGENDA SECTION: First Reading - ACA
SUBJECT: Approval of the First Amendment to the Agreement with the Hinsdale Paddle Tennis Association
MEETING DATE: February 16, 2021
FROM: Bradley Bloom, Assistant Village Manager/Director of Public Safety

Recommended Motion

Approve a Resolution of the Village of Hinsdale, DuPage and Cook Counties, Illinois, Approving and Authorizing Execution of a First Amendment to an Agreement between the Village of Hinsdale and the Hinsdale Platform Tennis Association

Background

The Village of Hinsdale and the Hinsdale Platform Tennis Association (HPTA) entered into an agreement dated July 1, 2019. The original agreement included terms relative to the renovation and expansion of paddle tennis facilities located at Katherine Legge Memorial (KLM) Park, as well as the operation and management of the Paddle Tennis Facilities at KLM and Burns Field.

The original agreement contemplated that the Village would pay for the bulk of the renovation of the KLM paddle tennis hut project, and would then be reimbursed by HPTA. The Village and HPTA have now agreed that HPTA will instead obtain a private loan from Hinsdale Bank and Trust, N.A., to fund the bulk of the project, in lieu of the Village providing direct funding. The private loan would be guaranteed by the Village in an amount not to exceed Three Hundred Sixty Thousand and 00/100 dollars (\$360,000.00).

Attached are the authorizing resolution and the draft amended Agreement that indicates the funding changes.

Discussion & Recommendation

Village staff recommends approval of this resolution and agreement.

Budget Impact

The original agreement with the HPTA included the Village contributing no more than \$40,000 (10% of the renovation costs) toward this project.

Village Board and/or Committee Action

N/A

Documents Attached

1. Resolution
2. First Amendment to the HPTA Agreement

RESOLUTION NO. _____

**A RESOLUTION OF THE VILLAGE OF HINSDALE, DUPAGE AND COOK COUNTIES,
ILLINOIS, APPROVING AND AUTHORIZING EXECUTION
OF A FIRST AMENDMENT TO AN AGREEMENT BETWEEN THE VILLAGE OF HINSDALE
AND THE HINSDALE PLATFORM TENNIS ASSOCIATION**

WHEREAS, the Village of Hinsdale ("Village") and the Hinsdale Platform Tennis Association ("HPTA") have previously entered into an Agreement dated July 1, 2019 (the "Original Agreement") relative to the renovation and expansion of paddle tennis facilities (the "Paddle Tennis Facilities") located at Katherine Legge Memorial Park, 5901 – 5911 S. County Line Road, Hinsdale, Illinois and Burns Field, 320 N. Vine Street, Hinsdale, Illinois (the "Project"), as well as the operation and management of the Paddle Tennis Facilities for the benefit of HPTA's members and guests, the Village and the general public following the renovation and expansion of the Facilities; and

WHEREAS, the Original Agreement contemplated that the Village would pay for the bulk of the renovation and expansion, and would then be reimbursed by the HPTA; and

WHEREAS, the Village and HPTA have now agreed that HPTA will instead obtain a private loan from Hinsdale Bank and Trust, N.A., to fund the bulk of the Project, in lieu of the Village providing direct funding, and that the private loan would be guaranteed by the Village in an amount not to exceed Three Hundred Sixty Thousand and 00/100 dollars (\$360,000.00); and

WHEREAS, the revised arrangement necessitates execution by the Village of a first amendment to the Original Agreement (the "First Amendment"), which is the subject of this Resolution, and requires the Village to execute a Guaranty of the loan obtained by HPTA, and execution of a Governmental Certificate related to the Guaranty, which are the subject of a separate Ordinance; and

WHEREAS, the President and Board of Trustees of Hinsdale have determined that it is in the best interest of the Village and its residents to enter into the First Amendment to the Original Agreement, a copy of which is attached hereto as **Exhibit A** and made a part hereof.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF HINSDALE, DUPAGE AND COOK COUNTIES, ILLINOIS:

SECTION 1: Recitals Incorporated. Each of the recitals in the Whereas paragraphs set forth above is incorporated into Section 1 of this Resolution.

SECTION 2: The President and Board of Trustees of the Village of Hinsdale approve the First Amendment to the Original Agreement Between the Village of Hinsdale and the Hinsdale Paddle Tennis Association, a copy of which is attached hereto as **Exhibit A** and made a part hereof, and hereby authorize and direct the Village President and Village Clerk, or their

designees, to execute and deliver said First Amendment and such other instruments as may be necessary or convenient to fulfill the Village's obligations under the First Amendment.

SECTION 3: Effective Date. This Resolution shall be in full force and effect from and after its passage and approval.

ADOPTED this _____ day of _____, 2021, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this _____ day of _____, 2021, and attested to by the Village Clerk this same day.

Thomas K. Cauley, Jr., Village President

ATTEST:

Christine M. Bruton, Village Clerk

EXHIBIT "A"

**FIRST AMENDMENT TO ORIGINAL AGREEMENT BETWEEN THE VILLAGE OF HINSDALE
AND THE HINSDALE PADDLE TENNIS ASSOCIATION DATED JULY 1, 2019**

(ATTACHED)

DRAFT – 02-04-21

**FIRST AMENDMENT TO
AGREEMENT BETWEEN THE VILLAGE OF HINSDALE AND
THE HINSDALE PLATFORM TENNIS ASSOCIATION**

This Amendment (the “First Amendment”) to an Agreement between the **VILLAGE OF HINSDALE**, an Illinois municipal corporation (the “Village”), and the **HINSDALE PLATFORM TENNIS ASSOCIATION**, an Illinois not-for-profit corporation (the “HPTA”)(each a “Party” hereto and collectively referred to as the “Parties”), is made and entered into as of the date last written below (the “Effective Date”).

RECITALS

WHEREAS, the Village and HPTA have previously entered into an Agreement dated July 1, 2019 (the “Original Agreement”), relative to the renovation and expansion of paddle tennis facilities (the “Paddle Tennis Facilities,” “Facilities” or “Project”) located at Katherine Legge Memorial Park, which is located at 5901 – 5911 S. County Line Road, Hinsdale, Illinois and Burns Field, which is located at 320 N. Vine Street, Hinsdale, Illinois (collectively, the “Property”), as well as the operation and management of the Paddle Tennis Facilities for the benefit of HPTA’s members and guests, the Village and the general public following the renovation and expansion of the Facilities; and

WHEREAS, the Original Agreement contemplated that the Village would pay for the bulk of the Project, and the HPTA would reimburse the Village for most of the costs of the Project following its completion; and

WHEREAS, the Village and HPTA have now agreed that HPTA will instead obtain a private loan to fund the bulk of the Project, to be guaranteed by the Village, in lieu of the Village paying for the Project; and

WHEREAS, that revised arrangement requires certain amendments to the Original Agreement, as set forth below; and

WHEREAS, it is in the best interests of the Village and the HPTA to enter into this First Amendment to the Original Agreement relative to financing and other aspects of the renovation and expansion of the Paddle Tennis Facilities at the Property.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties hereby amend the Original Agreement as follows:

SECTION I. **Recitals.** The above recitals are incorporated into and made a part of this Agreement by reference.

SECTION II. Definitions. All terms defined in the above recitals are incorporated into this First Amendment. All other terms used in this First Amendment have the same meaning as in the Original Agreement.

SECTION III. Amendments to Subsection 4.a. Subsection 4.a. of the Original Agreement (Termination for cause (Default) by HPTA) is amended to read in its entirety as follows:

4. This Agreement and the Recreational License may also be terminated by the Village upon default by the HPTA pursuant to the following terms:

- a. The HPTA shall be found in default if the HPTA:
 - i. 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 HPTA or for any of the HPTA's property on account of the HPTA's insolvency, and the HPTA or its successor in interest does not provide adequate assurance of future performance in accordance with the Agreement within fourteen (14) days of receipt of a request for assurance from the Village;
 - ii. repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, unless said failure is due to the Village not timely supplying funds as required by this Agreement;
 - iii. repeatedly fails to carry out the terms of the Agreement;
 - iv. disregards laws, ordinances, rules, codes, regulations, orders or similar requirements of any public entity having jurisdiction;
 - v. engages in a pattern of intentional acts that materially negatively impact the success of the Agreement;
 - vi. repeatedly fails to procure or provide funding as required by this Agreement; or
 - vii. fails to make on-time payments on the Private Loan guaranteed by the Village and further described in Section 7, or takes, or fails to take, any other action that results in the Village's Loan Guaranty being called.

SECTION IV. Amendments to Subsection 5.a. Subsection 5.a. of the Original Agreement (Termination for cause (Default) by HPTA) is amended to read in its entirety as follows:

5. Termination for cause (Default) by Village – This Agreement and the Recreational License may also be terminated by the HPTA upon default by the Village pursuant to the following terms:

a. The Village shall be found in default if the Village:

i. 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 Village, and the Village does not provide adequate assurance of future performance in accordance with the Agreement within fourteen (14) days of receipt of a request for assurance from the HPTA;

~~ii. repeatedly fails to procure or provide funding as required by this Agreement;~~

~~iii.~~ repeatedly fails to carry out the terms of the Agreement; or

~~iviii.~~ engages in a pattern of intentional acts that materially negatively impact the success of the Agreement.

SECTION V. Amendments to Section 7. Section 7. of the Original Agreement (Terms and Conditions) is amended to read in its entirety as follows:

7. Terms and Conditions – Except as otherwise stated, the following Terms and Conditions shall apply to the Parties:

a. The term of this Agreement shall be for approximately ~~eighteen (810)~~ years, and shall commence on the date of the Agreement and shall, unless terminated earlier by the Parties, or extended by mutual agreement of the Parties, automatically expire at 12:00 midnight on April 1, ~~2027~~2029.

b. Design and approval requirements.

i. The HPTA shall prepare preliminary design drawings and renderings for the renovation and expansion of the Paddle Tennis Facilities for approval by the Village Board.

ii. The HPTA shall prepare, or cause to be prepared, design drawings and structural and engineering plans and specifications for the renovation and expansion of the Paddle Tennis Facilities (“Drawings, Plans and Specifications”), and submit such design Drawings, Plans and Specifications to the Village for approval.

- ~~iii. The HPTA will be solely responsible for payment of any salaries, fees, charges and costs for its employees, contractors or agents reasonably related to design work on the Paddle Tennis Facilities leading up to and including the Final Design Plans (it being understood that the HPTA will pay all such costs and fees using those funds provided by the Village under this Agreement).~~
- iii. The HPTA represents and warrants that the engineers, architects, contractors it engages to design the Paddle Tennis Facilities have provided the Village with current licenses and credentials by any applicable legal authority, including the Village of Hinsdale, DuPage County, Cook County, the State of Illinois, and the United States of America, or any related sub-organizations, agencies or regulatory bodies of these authorities. Additionally, the HPTA represents and warrants that it has no reason to believe that the engineers, architects, contractors it engages to design the Paddle Tennis Facilities will not perform to the best practices of the industry.
- iv. The HPTA shall work cooperatively with the Village on timing issues related to the design of the Paddle Tennis Facilities to ensure that the development of the Paddle Tennis Facilities may occur in a manner that does not cause undue delays for either Party.
- v. The HPTA shall provide the Village with final "As Built" drawings upon completion of the Paddle Tennis Facilities.
- vi. If mutually agreeable and if timeline not progressing, the Village may, at its option, assume the obligations of HPTA as set forth above, relative to preparing, or causing to be prepared, design drawings and structural and engineering plans and (the "Drawings, Plans and Specifications"). Should the Village desire to exercise its option to assume the obligations, it shall advise the HPTA in writing of its decision to do so.
- vii. Within thirty (30) days of submittal of the Drawings, Plans and Specifications, the Village shall provide approval or comments to the HPTA. If the Village provides comments, the Village shall provide approval of the revised Drawings, Plans and Specifications within thirty (30) days of receipt of the resubmitted documents, should all comments have been adequately addressed. The Village's approval of the Drawings, Plans and Specifications shall not be unreasonably withheld once determined to be code compliant.
- viii. Village approval of the Drawings, Plans and Specifications is a necessary prerequisite to the initiation of any bidding or construction work to which the Drawings, Plans and Specifications pertain.

- ix. After Village approval of the Final Design Plans, but prior to Construction, should the HPTA or its contractors or engineers dispute any aspect of the Final Design Plans, it shall notify the Village in writing within ten (10) days. In such instance, the Parties and their respective consultants will work together to reach a reasonable compromise that respects the initial scope of the Project. If such conflict cannot be resolved by the Parties in a timely manner relative to the scope of the Project timeline, then the Village Manager shall have the sole authority to reasonably resolve the design conflict. Any such decision by the Village Manager shall not prevent either Party from enforcing its rights or seeking any remedies otherwise provided in this Agreement.
- x. The Parties agree that the Village should not be held solely liable for any latent defects in the Final Design Plans relied upon by the Parties. Additionally, the HPTA expressly states that it stands in the same position as the Village in determining the viability of the Final Design Plans. As such, the Village and the HPTA will respectively hold each other harmless from any claim, lawsuit or award of damages related to the Final Design Plans, unless the claim, lawsuit or award of damages relates solely to the acts, omissions or negligence of the other Party.

c. Bidding and contracting requirements.

- i. The Village shall bid the renovation and expansion of the Paddle Tennis Facilities pursuant to all applicable laws, ordinances, and policies, including but not limited to the Village's Purchasing Manual.
- ii. The HPTA shall appoint one (1) person to act as its representative to assist Village staff in the evaluation and selection of the general contractor.
- iii. The Village shall execute all contracts for the renovation and expansion of the Paddle Tennis Facilities.
- iv. The HPTA shall supervise all construction on the renovation and expansion of the Paddle Tennis Facilities, subject to the reasonable approval of the Village and in consultation with the Village.
- v. The renovation and expansion of the Paddle Tennis Facilities is subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.), and all bid solicitations for bids, and contracts, related to the construction of the Project, shall require conformance with the Act.

d. Zoning requirements.

- i. The Village's Zoning Ordinance shall apply to the Paddle Tennis Facilities.

- ii. Should the HPTA or the Village seek any relief, if necessary, from the Village's Zoning Ordinance, said relief shall be addressed separately from this Agreement. The HPTA or the Village shall follow all applicable relief provisions of the Zoning Ordinance. This Agreement shall not be binding on any future decision by any appointed or elected board, including the Village Board of Trustees. In any potential petition or application for zoning relief, the HPTA or the Village may reference this Agreement. Relief shall be defined as including but not limited to, special use, conditional use, text amendments, and map amendments.

e. Construction requirements.

- i. Permits and inspections. The HPTA must obtain any and all necessary Village construction permits and inspections throughout the course of this Agreement. The Village shall waive the costs of any Village construction permits. Any third-party costs shall be considered part of the project and not eligible for a waiver.
- ii. Construction. The HPTA shall construct the renovation and expansion of the Paddle Tennis Facilities in a good and workmanlike manner, in accordance with the Drawings, Plans and Specifications approved by the Parties, and said Drawings, Plans and Specifications are incorporated herein by reference.
- iii. Construction Schedule. The HPTA shall provide the Village with a construction schedule prior to commencing construction, and shall provide the Village with weekly updates to same in order to keep the Village apprised of construction progress.
- iv. Change Orders. No material change orders or material changes to the scope or nature of the work to be performed by contractors working on the renovation and expansion of the Paddle Tennis Facilities shall occur without notification to, and review and approval in writing by, the Village. The Village shall provide approval or comments on such change orders within five (5) business days of submission by HPTA. A change is "material" if the change is in excess of Five Thousand and 00/100 Dollars (\$5,000.00) or if the change is to the exterior appearance of the building ~~or any change that will cause the cost of the project to exceed Four Hundred Thousand and 00/100 Dollars (\$400,000.00).~~ The full amount of any change order in excess of Five Thousand and 00/100 dollars (\$5,000.00) shall be transferred to the Village by HPTA within ten (10) days of Village approval of the change order. Change orders totaling less than Five Thousand and 00/100 dollars (\$5,000.00) shall be funded by the Village out of the Contingency Deposit described in subsection 7.f.v.

below. The provisions of 720 ILCS 5/33E-9 and the Village's Purchasing Policy as it relates to change orders shall apply.

- v. Village Representation at Meetings. The HPTA acknowledges and agrees to invite the Village's Representative to any and all meetings regarding material decisions that impact the renovation and expansion of the Paddle Tennis Facilities budget and schedule. The HPTA shall provide at least 48 hours notice of any such meeting to the Village and its Representative. No material decisions will be made either on an administrative or HPTA level on any schedule adjustments that impact the Village without written notice and consent by the Village, which consent shall not be unreasonably withheld.
- vi. Final Completion of Construction. The HPTA shall complete performance of the renovation and expansion of the Paddle Tennis Facilities to the commercially reasonable satisfaction of the Village according to the terms of this Agreement, the Final Design Plans, applicable Village Zoning Code or Municipal Code provisions, any applicable building code provisions, or any other applicable county, state or federal statute or regulation. If the immediately preceding terms, statutes and regulations have been met, satisfied or completed, the HPTA shall have reached "Final Completion." Final Completion shall not be reached unless the Village expresses in writing that the HPTA has met the necessary terms. The Village Manager shall have the sole authority to determine whether the HPTA has met these terms and whether the construction of the renovation and expansion of the Paddle Tennis Facilities has reached Final Completion, or whether the HPTA must perform additional work to be in compliance with the Final Design Plans, the Agreement, applicable Village Zoning Code or Municipal Code provisions, any applicable building code provisions, or any other applicable county, state or federal statute or regulation. In the event the parties disagree over whether the HPTA has met its obligations set forth in this paragraph, then a third party will mediate the dispute. The Parties agree to utilize the services of a neutral mediator for such mediation, in order to facilitate a mutually agreeable and realistic resolution of any such dispute in a manner that does not delay the Project. The Parties further agree that the cost of mediation shall be shared evenly between the Parties. The HPTA shall be solely responsible for payment of any additional work caused by its own acts or negligence, and any such additional work attributable to the HPTA or its contractors, employees or agents shall not be subject to reimbursement by the Village as otherwise provided in this Agreement. Any such determination by the Village Manager shall not prevent either Party from enforcing its rights or seeking any remedies otherwise provided in this Agreement.

- vii. Warranty of Work of Quality of Contractors, Employees, and Agents. The Parties represent and warrant that the contractors either engages to perform the renovation and expansion of the Paddle Tennis Facilities have provided the HPTA and the Village with all current licenses and credentials by any applicable legal authority, including the Village of Hinsdale, DuPage County, Cook County, the State of Illinois, and the United States of America, or any related sub-organizations, agencies or regulatory bodies of these authorities. Additionally, the Parties represent and warrant that it has no reason to believe that the contractors either engages to perform the renovation and expansion of the Paddle Tennis Facilities will not perform to the best practices of the industry.
- viii. Nondiscrimination. The Parties, and any contractors or subcontractors hired by either Party, shall comply with the terms and procedures of all applicable state, federal and local statutes, regulations and ordinances pertaining to nondiscrimination in employment, to the extent required by these laws. The Parties, and any of contractors or subcontractors hired by either Party, shall abide by the requirements of the Illinois Human Rights Act, 775 ILCS 10/0.01 et.seq., and the Parties agree as follows: That it will not discriminate against any contractor, subcontractor, potential contractor, potential subcontractor, employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- ix. The Parties further agree to contractually require all of ~~its~~their contractors and subcontractors to abide by the same non-discrimination standards.
- x. Periodic Inspections. The HPTA shall allow the Village to conduct site inspections at the Paddle Tennis Facilities at any time during reasonable business hours during the time period when construction of the Paddle Tennis Facilities is being performed. Notwithstanding the foregoing, except in the case of emergencies, no inspections shall take place without the HPTA or its agent being present.
- xi. Construction Related Dispute. After commencement of Construction by the Parties, should the Village or its staff dispute any aspect of the Construction, including any disputes related to budgetary matters or change orders, it shall notify the HPTA in writing as soon as is practicable. In such instance, the Parties and their respective consultants will work together to form a reasonable compromise that respects the initial scope of the Project. If such conflict cannot be resolved by the Parties in a timely manner relative to the scope of the Project timeline, then the Village Manager shall have the sole authority to reasonably resolve the Construction conflict. Any such decision by the Village

Manager shall not prevent either Party from enforcing its rights or seeking any remedies otherwise provided in this Agreement.

- xii. As-Built Drawings. Upon the completion of the renovation and expansion of the Paddle Tennis Facilities, the HPTA shall provide the Village with a full sized set (24" x 36"), unbounded on vellum, of "As-Built" drawings for the renovation and expansion of the Paddle Tennis Facilities. The drawings shall be affixed with the "As-Built" printed mark and must be signed by both the HPTA's engineer and the general contractor.

f. Funding of the Project. The Project will be funded as follows:

i. Village Contribution Funds. The Village will fund the first Forty Thousand and 00/100 dollars (\$40,000.00) of the Project costs, inclusive of design and engineering costs incurred since the Original Agreement date of July 1, 2019 (the "Village Contribution Funds"). Village Contribution Funds are payable upon request of HPTA and following submission, review and approval by the Village of invoices submitted by HPTA from design, engineering and construction contractors to the Village for verified design, engineering and construction costs on the Project.

ii. Guaranteed Funds and Interest Reimbursement. The Village shall provide a loan guaranty (the "Loan Guaranty") for a private loan to be obtained by HPTA (the "Private Loan") in an amount not to exceed Three Hundred Sixty Thousand and 00/100 dollars (\$360,000.00) towards financing the renovation and expansion of the Paddle Tennis Facilities (the "Guaranteed Funds"). The Private Loan will be for a term not to exceed seven (7) years and with an interest rate acceptable to the Village. The Loan Guaranty shall be in a form approved by the Village and acceptable to the institution providing the Guaranteed Funds. So long as HPTA is in compliance with the terms of the private loan and this Agreement, the Village shall reimburse to HPTA, on an annual basis, the total amount of interest paid each year by HPTA on the private loan for the first three (3) years of the loan, upon request and proof of amounts paid.

iii. Deposit of the Guaranteed Funds. The Guaranteed Funds, once received by HPTA, shall be promptly provided to the Village by HPTA and accounted for in a separate general ledger account prior to the Village entering into a contract for construction of the Project. The Village will make payments out of the Guaranteed Funds to the contractor or contractors performing the renovation and expansion of the Paddle Tennis Facilities as work proceeds in conformance with the procedures set forth in subsection 7.i. below. HPTA shall faithfully discharge its obligation to repay the Guaranteed Funds to the lending institution pursuant to the terms and conditions set forth in the loan documents approved by the Village at the time the Guaranty is signed.

iv. Excess Funds. Any funds necessary to design and construct the Project, including the any costs associated with construction oversight, beyond the Forty Thousand and 00/100 dollars (\$40,000.00) in Village Contribution Funds and the Guaranteed Funds in an amount not to exceed Three Hundred Sixty Thousand and 00/100 dollars (\$360,000.00) (the "Excess Funds") shall be provided by HPTA without reimbursement or guaranty by the Village. Excess Funds include, but are not limited to, any funds beyond the Village Contribution Funds and Guaranteed Funds necessary to equal the amount of the contract awarded (the "Construction Contract Award Amount") by the Village for renovation and expansion of the Paddle Tennis Facilities and to complete the Project. Such Excess Funds shall be provided to the Village by HPTA for deposit in a segregated account (the "Excess Funds Account") as follows:

1. At such time as the Village has received requests for payment totaling fifty percent (50%) of the Construction Contract Award Amount, HPTA shall, within ten (10) days of receipt of a written request from the Village, transfer Excess Funds in an amount such that the Guaranteed Funds plus the transferred Excess Funds equal eighty percent (85%) of the Construction Contract Award Amount (the "First Excess Funds Payment"). For example, if the Construction Contract Award Amount was Five Hundred Thousand and 00/100 dollars (\$500,000.00), the Village could request the First Excess Funds Payment from HPTA at such time as the Village had received requests for payment totaling Two Hundred Fifty Thousand and 00/100 dollars (\$250,000.00). HPTA would then be obligated to make the First Excess Funds Payment to the Village in the amount of Sixty Five Thousand and 00/100 dollars (\$65,000.00) (the amount sufficient, with the Guaranteed Funds, to reach 85% of the Construction Contract Award Amount).

2. At such time as the Village has received requests for payment totaling eighty percent (80%) of the Construction Contract Award Amount, HPTA shall, within ten (10) days of receipt of a written request from the Village, transfer any remaining Excess Funds in amount necessary to equal one hundred percent (100%) of the Construction Contract Award Amount (the "Second Excess Funds Payment"). For example, if the Construction Contract Award Amount was Five Hundred Thousand and 00/100 dollars (\$500,000.00), the Village could request the Second Excess Funds Payment from HPTA at such time as the Village had received requests for payment totaling Four Hundred Thousand and 00/100 dollars (\$400,000.00). HPTA would then be obligated to make the Second Excess Funds Payment to the Village in the amount of Seventy Five Thousand and 00/100 dollars (\$75,000.00) (the amount sufficient, with the Guaranteed Funds and First Excess Funds Payment, to reach 100% of the Construction Contract Award Amount).

v. HPTA Contingency Deposit. HPTA shall also, prior to the award by the Village of the contract for renovation and expansion of the Paddle Tennis Facilities, provide Ten Thousand and 00/100 dollars (\$10,000.00) (the "Contingency Deposit") to the Village. The Village shall account for the Contingency Deposit in a separate ledger account. The Contingency Deposit shall be utilized by the Village to pay additional invoices received in the event that non-material change orders or other circumstances cause the cost of the Project to exceed the amount of the Construction Contract Award Amount. In the event paid invoices cause the amount of the Contingency Deposit at any time to fall below Five Thousand and 00/100 dollars, HPTA shall provide, within ten (10) days of notification by the Village, with additional funds necessary to bring the balance of the Contingency Deposit back to Ten Thousand and 00/100 dollars (\$10,000.00). Any Contingency Deposit Funds remaining at the conclusion of the Project shall be returned to HPTA by the Village as part of the reconciliation described in subsection vi. below. The Village shall provide, by way of financing to HPTA, up to Four Hundred Thousand and 00/100 dollars (\$400,000.00) to renovate and expand the Paddle Tennis Facility. The Village shall make this financing available as design and construction expenses are incurred and approved subject to Section 7.i., subject to a cumulative maximum of \$200,000 (through December 31, 2019 and \$400,000 through December 31, 2020. If expenses are incurred in excess of \$200,000 through December 31, 2019, these expenses can be reimbursed in the next fiscal year. After completion of the project, 90% of the financing amount shall be repaid to the Village pursuant to the terms of this Agreement.

vi. At such time as the Project is completed and all payments have been made by the Village, the Village shall perform a reconciliation of all funds paid on the Project inclusive of the Village Contribution Funds, Guaranteed Funds, Excess Funds, Contingency Deposit, and any payments made relative to change orders. The reconciliation shall be shared with HPTA upon completion. If the reconciliation shows that funds are owed to either Party by the other, the owed reconciliation amount shall be promptly paid.

- g. Reserved. The Village shall not provide any amount in excess of Four Hundred Thousand and 00/100 Dollars (\$400,000.00) towards financing the renovation and expansion of the Paddle Tennis Facilities.
- h. Reserved. Should it appear that the cost of the renovation and expansion may exceed Four Hundred Thousand and 00/100 Dollars (\$400,000.00), HPTA shall be responsible to pay the full cost of the amount in excess of Four Hundred Thousand and 00/100 Dollars (\$400,000.00). If the HPTA does not have sufficient funds to pay the full cost of the amount in excess of Four Hundred Thousand and 00/100 Dollars (\$400,000.00), the Parties may agree that the Village will pay said costs, pursuant to the HPTA paying back the Village within 120 days.

- i. Payment of Invoices. Upon receipt from HPTA of an invoice and a request for reimbursement payment from the HPTA for a construction related expenditure, within fifteen (15) days the Village Manager shall, within 15 days, cause a review to be performed of the invoice in order to verify that the invoiced costs are costs covered by this Agreement, and Each invoice and request should include sufficient detail to allow the Village to verify performance of the renovation and expansion of the Paddle Tennis Facilities work completed. Such invoices shall be accompanied by lien waivers where deemed appropriate by the Village. The Village Manager may request such additional documentation from the contractor and/or the HPTA as is necessary to make such a determination. No reimbursement payments shall be approved by the Village without compliance by the HPTA and its contractor with the requirements of this Agreement and resulting approval by the Village Manager. Such approval shall not be unreasonably withheld. Following Village approval of a particular invoice, the Village shall, within thirty (30) days of approval of an invoice, disburse funds to the HPTA applicable contractor in the amount of the approved invoice
- j. The Parties agree that all actions and efforts should be made to ensure the renovation and expansion of the Paddle Tennis Facilities will be completed by September 30, 2020 December 31, 2021.
- k. Reserved. Each year, in years two (2) through eight (8) of the Agreement, the HPTA shall make an annual payment on or before April 1 equal to one-seventh (1/7) of ninety percent (90%) of the cost to renovate and expand the Paddle Tennis Facilities.
- l. The Village shall subsidize the operating expenditures of the HPTA with an annual payment to the HPTA of Thirty Thousand and 00/100 Dollars (\$30,000.00) (the "Village Annual Payment") that shall be reduced by a credit of Five Thousand Five Hundred and 00/100 Dollars (\$5,500.00) for the HPTA's share of the cost of utilities that are paid for by the Village, for a net payment of Twenty-Four Thousand Five Hundred and 00/100 Dollars (\$24,500.00) which shall be due on or before January 1 of each year of the Agreement. Beginning in Year 2 of this Agreement or at any time thereafter, the Village reserves the right to amend the amount of the utility credit in this Section, should the Village provide reasonably reliable documentation showing that the utility charges of the renovated and expanded Paddle Tennis Facility have increased.
- m. Beginning in 2020, on or before April 1 of each year of this Agreement, the Parties will each individually deposit a minimum of Seven Thousand Five Hundred and 00/100 Dollars (\$7,500.00) into a separate bank account that will be established as a capital reserve account to fund capital expenditures or major operational repairs related to the normal use of the Paddle Tennis Facilities by the HPTA, its members, guests, or the Village. The Village shall direct that Seven Thousand Five Hundred and 00/100 Dollars (\$7,500.00) of the Village's net Annual Payment of \$24,500 into the capital reserve bank account each year,

thereby satisfying the Village's minimum annual payment obligation under this subparagraph. The capital reserve bank account shall be established jointly in the name of HPTA and the Village, with the President and Treasurer of HPTA and the Village Manager and Village Treasurer of the Village listed as authorized signers on the account, with bank statements being provided monthly to both Parties. A capital expenditure/major operational repair is an expenditure over Ten Thousand and 00/100 Dollars (\$10,000.00) or a lesser amount only if agreed to by both Parties in advance of expenditure. Either Party may withdraw funds from the capital reserve account to fund capital expenditures or major operational repairs contemplated by this paragraph, provided that the withdrawing Party shall be required to provide notice and supporting documentation to the other Party at least three business days prior to withdrawing funds. A Party's obligations under this subparagraph will be deemed satisfied if at any time its unspent contributions to the capital reserve account reach Fifty-Two Thousand Five Hundred and 00/100 Dollars (\$52,500.00). Any amounts not spent within the Fiscal Year shall roll over to the following Fiscal Year. Upon expiration of this Agreement, any funds remaining in the capital account will be split and returned to the Parties in equal amounts.

- n. All other costs of operating the Paddle Tennis Facilities, except for utilities and capital expenditures jointly agreed to, shall be paid for by HPTA.
- o. Should any capital expenditure result in a deficit in HPTA's share of the capital reserve, HPTA will have two (2) years to cure such deficiency, over and above its minimum deposit of Seven Thousand Five Hundred and 00/100 Dollars (\$7,500.00).
- p. The Village shall pay the cost to resurface the courts at the Paddle Tennis Facilities in advance of the 2019 – 2020 season (approximate cost of \$37,000).
- q. Insured Events. For any damage caused to the Paddle Tennis Facilities that is not related to the normal use of the Paddle Tennis Facilities by the HPTA, its members, guests, or the Village, for example, in the case of vandalism or weather, then the HPTA shall be responsible to pay for one half of the first Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) of said damage, per event, and the Village shall be responsible for all other costs that exceed Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) per event. It is expected that in the case of an Insured Event, that the Village will file a claim with its insurer, and that the HPTA will pay one half of the first \$2,500 of the deductible amount (one half of Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00)) and any deductible costs above this amount will be borne by the Village.
- r. The lights on the Paddle Tennis Facilities shall operate up until 10:30 pm. The HPTA shall maintain automatic timers to ensure compliance with the lighting hours referenced in this Agreement.

- s. The operating hours of the Paddle Tennis Facilities shall be from 7:00 am until 11:30 pm (one hour after the lights must be turned off) and shall apply to the HPTA, its members and guests. As with all public property and facilities controlled by the Village, the Village shall reserve the right to amend the operating hours.
- t. The HPTA shall manage a Platform Tennis Program and shall fund all expenses associated with operations of the Platform Tennis Program and Facilities, except as otherwise stated in this Agreement. HPTA shall be responsible for responding to inquiries for all facets of the facilities and programming.
- u. The HPTA shall have the right to set schedules for all Program activities.
- v. The HPTA shall have the right to set rates, enter into agreements and collect all fees associated with the Platform Tennis Program and use of the Paddle Tennis Facilities, including, advertising and sponsorships. All seasonal membership rates for Village residents must be at least 33% lower than the rate for the equivalent membership class for non-Village resident. Guests of HPTA members shall not be permitted to use the Paddle Tennis Facilities without the presence and supervision of an HPTA member. Each HPTA member shall annually sign a form acknowledging that they have read and will abide by all of the rules of the facility, including those that related to the hours of operation, beer and wine restrictions, guest, and facility rentals. Any agreements between the HPTA and outside third parties shall not violate any laws, ordinances, rules, codes, regulations, orders, or similar requirements of any public entity having jurisdiction, including but not limited the Village Code.
- w. The HPTA shall submit a budget for the upcoming year for the Platform Tennis Program to the Village on or before April 30 of each year throughout the duration of this Agreement. At a minimum, the budget shall include a review of operating results from the past season, revenue and expense projections for the upcoming year, current and projected cash balances, and a detailed listing of any requested capital expenditures or major repairs for the upcoming year for purposes of discussion with the Village as required in this Agreement.
- x. The Parties shall meet as needed, but at least semi-annually, in May and November each year, to review the Platform Tennis Program throughout the duration of this Agreement.
- y. The Village shall have the right to inspect the HPTA's books and records semi-annually throughout the duration of this Agreement. The HPTA will make these books and records available within seven (7) days of a request by the Village. The Village will not unreasonably withhold financial information from the HPTA that is generally available to the public.

- z. The Village shall not be responsible to enter into a contract for the repairs or maintenance of the Platform Tennis Facilities, except as otherwise stated in this Agreement.
- aa. In years two (2) through eight (8) of the Agreement, if Paddle Tennis Facility Courts 1 and 5 (at KLM) should need to be raised in order to improve airflow and heating issues, the Village will pay the first Thirty Thousand and 00/100 dollars (\$30,000.00) in costs, and the HPTA will pay the next Thirty Thousand and 00/100 dollars (\$30,000.00) in costs. Any additional costs shall be allocated evenly between the Parties.
- bb. The Village will promote the HPTA programming in its regular Parks and Recreation brochures.
- cc. This Agreement may be extended by mutual agreement of the Parties. At the commencement of Year 810, the Parties shall discuss extending the Agreement, including a review of the amount of any continued Village subsidies for the HPTA operations and the HPTA membership rates. There shall be no automatic renewal of this Agreement; however, it is the Parties' mutual, stated intent that in connection with any renewal of this Agreement, or renegotiated agreement between the Village and HPTA, the Village will not assess HPTA with a rental/license fee in excess of \$1 annually (after elimination of the Village's subsidy), provided the Program is self-funding and there are no capital expenditures outstanding.
- dd. Prompt Payment Act. The provisions of the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 et seq. shall apply.
- ee. Third Party Rentals. A third party rental is any non-paddle tennis use of the Platform Tennis Facilities by an HPTA member or any use by anyone who is not an HPTA member. All third party rentals shall be subject to prior approval by the Village. All applications for use by a third party shall be submitted to the Village at least ten (10) business days before the event. The Village shall approve, disapprove, or seek more information of the application for third-party use within five (5) business days of receipt.

SECTION VI. Exhibit D. Exhibit D to the Original Agreement is replaced by the Revised Estimated Project Timeline attached to this First Amendment as Revised Exhibit D.

SECTION VII. Integration. This First Amendment, together with the Original Agreement, constitutes the complete agreement of the Parties with respect to its subject matter, and there are no other representations, promises or agreements concerning this First Amendment or the Original Agreement, except as contained herein. This First Amendment and the Original Agreement may only be later modified by the written agreement of the Parties.

SECTION VIII. Order of Precedence. Except as expressly amended or modified by the terms of this First Amendment, all terms of the Original Agreement shall remain in full force and effect. To the extent of any conflict between this First Amendment and the Original Agreement, this First Amendment controls.

SECTION IX. Counterparts; Authority to Sign. This First Amendment may be executed in one or more counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument. Each party represents and warrants that the representative signing this First Amendment on its behalf has all right and authority to bind and commit that party to the terms and conditions of this Amendment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have executed this First Amendment to the Original Agreement on the date last written below.

VILLAGE OF HINSDALE

**HINSDALE PADDLE TENNIS
ASSOCIATION**

DRAFT

DRAFT

By: _____
Thomas Cauley
Village President

By: _____
Name: _____
Title: _____

Signed: _____, 20__

Signed: _____, 20__

Attest:

Attest:

By: _____
Christine Bruton
Village Clerk
_____, 20__

By: _____
Name: _____
Title: _____
_____, 20__

REVISED EXHIBIT D

REVISED ESTIMATED PROJECT TIMELINE

(ATTACHED)



REQUEST FOR BOARD ACTION

Administration

AGENDA SECTION: First Reading - ACA
SUBJECT: Approval of an Ordinance Authorizing Execution of Guaranty of Term Loan for HPTA Hut Renovation
MEETING DATE: February 16, 2021
FROM: Bradley Bloom, Assistant Village Manager/Director of Public Safety

Recommended Motion

Approve an Ordinance of the Village of Hinsdale, DuPage and Cook Counties, Illinois, approving and Authorizing Execution of a Guaranty of Term Loan and Governmental Certificate

Background

This ordinance authorizes the Village to guarantee a private loan sought by the Hinsdale Paddle Tennis Association (HPTA) to renovate the paddle tennis hut. Consideration of this ordinance is contingent on the Village Boards approval of the First Amendment to the Agreement between the Village and the HPTA.

The amended agreement, which is being separately approved, requires the Village to execute a "Guaranty of the Term Loan (Exhibit A) obtained by HPTA, and execution of a "Governmental Certificate" (Exhibit B) related to the Guaranty, which are the subject of this Ordinance.

The Village is a non-home rule municipality, and is authorized to execute a Guaranty by, among other authority, Sections 8-1-3.1 and 8-1-2.5 of the Illinois Municipal Code (65 ILCS 5/8-1-3.1 and 8-1-2.5).

Discussion & Recommendation

Village staff recommends approval. The President and Board of Trustees of Hinsdale have determined that the performance of the project, and corresponding execution of the Guaranty and Governmental Certificate are in the best interest of the Village and its residents, and will provide benefits to the Village.

Budget Impact

None

Village Board and/or Committee Action

N/A

Documents Attached

1. Ordinance
2. Exhibit A Guarantee of Loan
3. Exhibit B Governmental Certificate

VILLAGE OF HINSDALE

ORDINANCE NO. _____

**AN ORDINANCE OF THE VILLAGE OF HINSDALE, DUPAGE AND COOK COUNTIES,
ILLINOIS, APPROVING AND AUTHORIZING EXECUTION
OF A GUARANTY OF TERM LOAN AND GOVERNMENTAL CERTIFICATE**

WHEREAS, the Village of Hinsdale ("Village") and the Hinsdale Platform Tennis Association ("HPTA") have previously entered into an Agreement dated July 1, 2019 (the "Original Agreement") relative to the renovation and expansion of paddle tennis facilities (the "Paddle Tennis Facilities") located at Katherine Legge Memorial Park, 5901 – 5911 S. County Line Road, Hinsdale, Illinois and Burns Field, 320 N. Vine Street, Hinsdale, Illinois (the "Project"), as well as the operation and management of the Paddle Tennis Facilities for the benefit of HPTA's members and guests, the Village and the general public following the renovation and expansion of the Facilities; and

WHEREAS, the Original Agreement contemplated that the Village would pay for the bulk of the Project, and would then be reimbursed by HPTA; and

WHEREAS, the Village and HPTA have now agreed that HPTA will instead obtain a private loan from Hinsdale Bank and Trust, N.A., to fund the bulk of the Project, in lieu of the Village providing direct funding, and that the private loan would be guaranteed by the Village in an amount not to exceed Three Hundred Sixty Thousand and 00/100 dollars (\$360,000.00); and

WHEREAS, the revised arrangement necessitates execution by the Village of a first amendment to the Original Agreement, which is being separately approved, and requires the Village to execute a Guaranty of the loan obtained by HPTA, and execution of a Governmental Certificate related to the Guaranty, which are the subject of this Ordinance; and

WHEREAS, the Village is a non-home rule municipality, and is authorized to execute a Guaranty by, among other authority, Sections 8-1-3.1 and 8-1-2.5 of the Illinois Municipal Code (65 ILCS 5/8-1-3.1 and 8-1-2.5); and

WHEREAS, the President and Board of Trustees of Hinsdale have determined that the performance of the Project, and corresponding execution of the Guaranty and Governmental Certificate are in the best interest of the Village and its residents, and will provide benefits to the Village, as well as facilitate economic development.

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

SECTION 1: Recitals. The foregoing recitals are incorporated into this Ordinance by this reference as findings of the President and Board of Trustees.

SECTION 2: Approval of Guaranty and Governmental Certificate. The President and Board of Trustees of the Village of Hinsdale approve the Guaranty of Term Loan in an amount not to exceed Three Hundred Sixty Thousand and 00/100 dollars (\$360,000.00), a copy of which is attached hereto as **Exhibit A** and made a part hereof, and the Governmental Certificate, a copy of which is attached hereto as **Exhibit B** and made a part hereof, and accordingly authorize and direct the Village President, Village Clerk and/or Village Manager, or their designees, to execute and deliver said Guaranty, Governmental Certificate and such other instruments as may be necessary or convenient to fulfill the Village's obligations under the Agreement. The approval and execution is specifically conditioned on execution by the Village and HPTA of the First Amendment to the Original Agreement, and on the receipt, review and approval as to form, terms and conditions by the Village President and Village Manager of the final documents related to the term loan to which the Guaranty relates. The Guaranty and Governmental Certificate may not be executed prior to such receipt, review and approval.

SECTION 3: Severability and Repeal of Inconsistent Ordinances. Each section, paragraph, clause and provision of this Ordinance is separable, and if any section, paragraph, clause or provision of this Ordinance shall be held unconstitutional or invalid for any reason, the unconstitutionality or invalidity of such section, paragraph, clause or provision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

SECTION 4: Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

ADOPTED this _____ day of _____, 2021, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this _____ day of _____, 2021, and attested to by the Village Clerk this same day.

Thomas K. Cauley, Jr., Village President

ATTEST:

Christine M. Bruton, Village Clerk

EXHIBIT A

COPY OF GUARANTY OF TERM LOAN

(ATTACHED)

GUARANTY OF TERM LOAN

THIS GUARANTY, made this _____ day of _____, 2021 by the **VILLAGE OF HINSDALE**, an Illinois municipal corporation (hereinafter referred to as "Guarantor") to and for the benefit of the **HINSDALE BANK & TRUST COMPANY, N.A.**, an Illinois banking corporation (hereinafter referred to as "Lender").

W I T N E S S E T H:

WHEREAS, THE HINSDALE PADDLE TENNIS ASSOCIATION, an Illinois not-for-profit corporation hereinafter referred to as "Borrower") has applied to the Lender for a seven (7) year term loan in the aggregate amount of Three Hundred Sixty Thousand and no/100ths Dollars (\$360,000.00) to be evidenced by their Note (hereinafter referred to as the "Loan"; collectively, the principal, interest and other charges provided for in the Loan documents are the "Indebtedness") in said amount, dated _____, 2021; and

WHEREAS, the purpose of the Loan is to provide funds the renovation and expansion of certain paddle tennis facilities owned by Guarantor (the "Project"); and

WHEREAS, the Lender is not willing to make said Loan unless the Guarantor guarantees the payment of the Indebtedness, and the performance by the Borrower of all of the covenants on its part to be performed and observed pursuant to the provisions thereof; and

WHEREAS, the Guarantor is the legal owner of the property on which the Project is to be constructed (the "Property"), and desires to give such guarantee to the Lender in order to induce the Lender to make said Loan.

NOW, THEREFORE, in consideration of the foregoing and for the purpose of inducing the Lender to make the aforementioned Loan to the Borrower, the Guarantor hereby:

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Guaranty. Words and terms not otherwise defined in this Guaranty shall have the meanings attributed to such terms in the Uniform Commercial Code:

Note. The word "Note" means and includes without limitation all of Borrower's promissory notes and/or credit agreements evidencing Borrower's loan obligation in favor of Lender in an amount not to exceed THREE HUNDRED SIXTY THOUSAND AND 00/100 DOLLARS (\$360,000.00), together with all renewals of, extensions of, modifications of, refinancings of, consolidations of and substitutions for promissory notes or credit agreements.

CONTINUING GUARANTEE OF PAYMENT AND PERFORMANCE. For good and valuable consideration, Guarantor absolutely and unconditionally guarantees full and punctual payment and satisfaction of the Indebtedness of Borrower to Lender, and the performance and discharge of all Borrower's obligations under the Note. This is a guaranty of payment and

performance and not of collection, so Lender can enforce this Guaranty against Guarantor even when Lender has not exhausted Lender's remedies against anyone else obligated to pay the Indebtedness, this Guaranty or any other guaranty of the Indebtedness. Guarantor will make any payments to Lender or its order, on demand, in legal tender of the United States of America, without set-off or deduction or counterclaim, and will otherwise perform Borrower's obligations under the Note.

CONTINUING GUARANTY. THIS IS A "CONTINUING GUARANTY" UNDER WHICH GUARANTOR AGREES TO GUARANTEE THE FULL AND PUNCTUAL PAYMENT, PERFORMANCE AND SATISFACTION OF THE INDEBTEDNESS OF BORROWER TO LENDER UNDER THE NOTE, ON AN OPEN AND CONTINUING BASIS. ACCORDINGLY, ANY PAYMENTS MADE ON THE INDEBTEDNESS WILL NOT DISCHARGE OR DIMINISH GUARANTOR'S OBLIGATIONS AND LIABILITY UNDER THIS GUARANTY FOR ANY REMAINING INDEBTEDNESS.

DURATION OF GUARANTY. This Guaranty will take effect when received by Lender without the necessity of any acceptance by Lender, or any notice to Guarantor or to Borrower, and will continue in full force until all the Indebtedness incurred or contracted before receipt by Lender of any notice of revocation shall have been fully and finally paid and satisfied and all of Guarantor's other obligations under this Guaranty shall have been performed in full. If Guarantor elects to revoke this Guaranty, Guarantor may only do so in writing. Guarantor's written notice of revocation must be mailed to Lender by certified mail, at Lender's address listed above or such other place as Lender may designate in writing. Written revocation of this Guaranty will apply only to new Indebtedness created after actual receipt by Lender of Guarantor's written revocation.

GUARANTOR'S REPRESENTATIONS AND WARRANTIES. Guarantor represents and warrants to Lender that (A) no representations or agreements of any kind have been made to Guarantor which would limit or qualify in any way the terms of this Guaranty; (B) this Guaranty is executed at Borrower's request and not at the request of Lender; (C) Guarantor has full power, right and authority to enter into this Guaranty; (D) the provisions of this Guaranty do not conflict with or result in a default under any agreement or other instrument binding upon Guarantor and do not result in a violation of any law, regulation, court decree or order applicable to Guarantor; (E) Guarantor has not and will not, without the prior written consent of Lender, sell, lease, assign, encumber, hypothecate, transfer, or otherwise dispose of all or substantially all of Guarantor's assets, or any interest therein; (F) upon Lender's request, Guarantor will provide to Lender financial and credit information in form reasonably acceptable to Lender and necessary to determine Guarantor's continuing ability to provide the financial resources to satisfy this Guaranty, and all such financial information which currently has been, and all future financial information which will be provided to Lender is and will be true and correct in all material respects and fairly present Guarantor's financial condition as of the dates the financial information is provided; (G) no material adverse change has occurred in Guarantor's financial condition since the date of the most recent financial statements provided to Lender and no event has occurred which may materially adversely affect Guarantor's financial condition; (H) no litigation, claim, investigation, administrative proceeding or similar action against Guarantor that would impact Guarantor's ability to adequately perform its responsibilities under this Guaranty is

pending or threatened; (I) Lender has made no representation to Guarantor as to the creditworthiness of Borrower; and (J) Guarantor has established adequate means of obtaining from Borrower on a continuing basis information regarding Borrower's financial condition. Guarantor agrees to keep adequately informed from such means of any facts, events, or circumstances which might in any way affect Guarantor's risks under this Guaranty, and Guarantor further agrees that, absent a request for information, Lender shall have no obligation to disclose to Guarantor any information or documents acquired by Lender in the course of its relationship with Borrower.

GUARANTOR'S WAIVERS. Except as prohibited by applicable law, Guarantor waives any right to require Lender (A) to continue lending money or to extend other credit to Borrower; (B) to make any presentment, protest, demand, or notice of, any kind, including notice of any nonpayment of the Indebtedness or of any nonpayment related to any collateral, or notice of any action or nonaction on the part of Borrower, Lender, any surety, endorser, or other guarantor in connection with the Indebtedness or in connection with the creation of new or additional loans or obligations; (C) to resort for payment or to proceed directly or at once against any person, including Borrower or any other guarantor; (D) to proceed directly against or exhaust any collateral held by Lender from Borrower, any other guarantor, or any other person; (E) to give notice of the terms, time, and place of any public or private sale of personal property security held by Lender from Borrower or to comply with any other applicable provisions of the Uniform Commercial Code; (F) to pursue any other remedy within Lender's power; or (G) to commit any act or omission of any kind, or at any time, with respect to any matter whatsoever.

GUARANTOR'S UNDERSTANDING WITH RESPECT TO WAIVERS. Guarantor warrants and agrees that each of the waivers set forth above is made with Guarantor's full knowledge of its significance and consequences and that, under the circumstances, the waivers are reasonable and not contrary to public policy or law. If any such waiver is determined to be contrary to any applicable law or public policy, such waiver shall be effective only to the extent permitted by law or public policy.

SUBORDINATION OF BORROWER'S DEBTS TO GUARANTOR. Guarantor agrees that the Indebtedness, whether now existing or hereafter created, shall be superior to any claim that Guarantor may now have or hereafter acquire against Borrower, whether or not Borrower becomes insolvent. Guarantor hereby expressly subordinates any claim Guarantor may have against Borrower, upon any account whatsoever, to any claim that Lender may now or hereafter have against Borrower. In the event of insolvency and consequent liquidation of the assets of Borrower, through bankruptcy, by an assignment for the benefit of creditors, by voluntary liquidation, or otherwise, the assets of Borrower applicable to the payment of the claims of both Lender and Guarantor shall be paid to Lender and shall be first applied by Lender to the Indebtedness. Guarantor does hereby assign to Lender all claims which it may have or acquire against Borrower or against any assignee or trustee in bankruptcy of Borrower; provided however, that such assignment shall be effective only for the purpose of assuring to Lender full payment in legal tender of the Indebtedness. Guarantor agrees, and Lender is hereby authorized, in the name of Guarantor, from time to time to file financing statements and continuation statements and to execute documents and to take such other actions as Lender deems necessary or appropriate to perfect, preserve and enforce its rights under this Guaranty.

CONFESSION OF JUDGMENT. Guarantor hereby irrevocably authorizes and empowers any attorney-at-law to appear in any court of record and to confess judgment against Guarantor for the unpaid amount of this Guaranty as evidenced by an affidavit signed by an officer of Lender setting forth the amount then due, and to release all errors, and waive all rights of appeal. If a copy of this Guaranty, verified by an affidavit, shall have been filed in the proceeding, it will not be necessary to file the original as a warrant of attorney. Guarantor waives the right to any stay of execution and the benefit of all exemption laws now or hereafter in effect. No single exercise of the foregoing warrant and power to confess judgment will be deemed to exhaust the power, whether or not any such exercise shall be held by any court to be invalid, voidable, or void; but the power will continue undiminished and may be exercised from time to time as Lender may elect until all amounts owing on this Guaranty have been paid in full. Guarantor hereby waives and releases any and all claims or causes of action which Guarantor might have against any attorney acting under the terms of authority which Guarantor has granted herein arising out of or connected with the confession of judgment hereunder.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Guaranty:

Amendments. This Guaranty constitutes the entire understanding and agreement of the parties as to the matters set forth in this Guaranty. No alteration of or amendment to this Guaranty shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Caption Headings. Caption headings in this Guaranty are for convenience purposes only and are not to be used to interpret or define the provisions of this Guaranty.

Governing Law and Venue. This Guaranty will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Illinois without regard to its conflicts of law provisions. Venue for any disputes regarding this Guaranty shall be in the Circuit Court of DuPage County, Illinois.

Integration. Guarantor further agrees that Guarantor has read and fully understands the terms of this Guaranty; Guarantor has had the opportunity to be advised by Guarantor's attorney with respect to this Guaranty; the Guaranty fully reflects Guarantor's intentions and parol evidence is not required to interpret the terms of this Guaranty. Guarantor hereby indemnifies and holds Lender harmless from all losses, claims, damages, and costs suffered or incurred by Lender as a result of any breach by Guarantor of the warranties, representations and agreements of this paragraph.

Interpretation. The words "Guarantor," "Borrower," and "Lender" include the heirs, successors, assigns, and transferees of each of them. If a court finds that any provision of this Guaranty is not valid or should not be enforced, that fact by itself will not mean that the rest of this Guaranty will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Guaranty even if a provision of this Guaranty may be found to be invalid or unenforceable. If any one or more of Borrower or Guarantor are corporations, partnerships,

limited liability companies, or similar entities, it is not necessary for Lender to inquire into the powers of Borrower or Guarantor or of the officers, directors, partners, managers or other agents acting or purporting to act on their behalf, and any indebtedness made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Guaranty.

Notices. Any notice required to be given under this Guaranty shall be given in writing, and, except for revocation notices by Guarantor, shall be effective when actually delivered, when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the following addresses:

Borrower: Hinsdale Platform Tennis Association
Attn: Marty Brennan
4516 Woodland
Western Springs, IL 60558

Lender: Hinsdale Bank & Trust Company, N.A.
Attn:
25 E. First Street
Hinsdale, IL 60521

Entity: Village of Hinsdale
Attn: Bradley Bloom, Assistant Village Manager
19 E. Chicago Ave.
Hinsdale, IL 60521

All revocation notices by Guarantor shall be in writing and shall be effective upon delivery to Lender as provided in the section of this Guaranty entitled "DURATION OF GUARANTY." Any party may change its address for notices under this Guaranty by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Guarantor agrees to keep Lender informed at all times of Guarantor's current address. Unless otherwise provided or required by law, if there is more than one Guarantor, any notice given by Lender to any Guarantor is deemed to be notice given to all Guarantors.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Guaranty unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Guaranty shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Guaranty. No prior waiver by Lender, nor any course of dealing between Lender and Guarantor, shall constitute a waiver of any of Lender's rights or of any of Guarantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Guaranty, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Successors and Assigns. Subject to any limitations stated in this Guaranty on transfer of Guarantor's interest, this Guaranty shall be binding upon and inure to the benefit of the parties, their successors and assigns.

Waive Jury. Lender and Guarantor hereby waive the right to any Jury trial in any action, proceeding, or counterclaim brought by either Lender or Guarantor against the other.

THE UNDERSIGNED, ON BEHALF OF GUARANTOR, ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS GUARANTY AND AGREES TO ITS TERMS. IN ADDITION, GUARANTOR UNDERSTANDS THAT THIS GUARANTY IS EFFECTIVE UPON GUARANTOR'S EXECUTION AND DELIVERY OF THIS GUARANTY TO LENDER AND THAT THE GUARANTY WILL CONTINUE UNTIL TERMINATED IN THE MANNER SET FORTH IN THE SECTION TITLED "DURATION OF GUARANTY". NO FORMAL ACCEPTANCE BY LENDER IS NECESSARY TO MAKE THIS GUARANTY EFFECTIVE. THIS GUARANTY IS DATED _____, 2021.

IN WITNESS WHEREOF, the Guarantor has executed this instrument on the date and year first written above.

VILLAGE OF HINSDALE,
an Illinois municipal corporation

By: _____
Village President

Date: _____

ATTEST:

By: _____
Village Clerk

EXHIBIT B

COPY OF GOVERNMENTAL CERTIFICATE

(ATTACHED)

GOVERNMENTAL CERTIFICATE

Borrower: Hinsdale Platform Tennis Association
4516 Woodland
Western Springs, IL 60558

Lender: Hinsdale Bank & Trust Company, N.A.
25 E. First Street
Hinsdale, IL 60521

Entity: Village of Hinsdale
19 E. Chicago Ave.
Hinsdale, IL 60521

I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT:

THE ENTITY'S EXISTENCE. The Village of Hinsdale ("Entity") is an Illinois non-home rule municipal corporation which is duly organized, validly existing, and in good standing under and by virtue of the laws and regulations of the State of Illinois. The Entity has the full power and authority to own its properties and to transact the business and activities in which it is presently engaged or presently proposes to engage. The Entity maintains an office at 19 E. Chicago Avenue, Hinsdale, Illinois. The Entity shall endeavor to do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and to comply with all applicable regulations, rules, ordinances, statutes, orders and decrees of the Entity and any other governmental or quasi-governmental authority or court applicable to the Entity and the Entity's business activities.

CERTIFICATE ADOPTED. At a meeting of the Village's Board of Trustees, duly called and held on _____, 2021, at which a quorum was present and voting, the execution of this Certificate was approved.

OFFICIAL. The following named person is an Official of the Entity:

NAMES	TITLES
Thomas Cauley	Village President

ACTIONS AUTHORIZED. The Official of the Entity listed above may execute a Guaranty on behalf of Entity on such terms as may be agreed upon between the Entity and Lender in an amount not to Exceed Three Hundred Sixty Thousand and 00/100 dollars (\$360,000.00) ("Entity Guaranty") for a seven (7) year term loan being made by Lender to Borrower ("Term Loan"), and enter into any related agreements relative to the Term Loan and Entity Guaranty.

ASSUMED BUSINESS NAMES. The Entity has filed or recorded all documents or filings required by law relating to all assumed business names used by the Entity. Excluding the name of the Entity, the following is a complete list of all assumed business names under which the Entity does business: None.

NOTICES TO LENDER. The Entity will promptly notify Lender in writing at Lender's address shown above (or such other addresses as Lender may designate from time to time) prior to any (A) change in the Entity's name; (B) change in the authorized signer(s); (C) change in the Entity's principal office address; or (D) change in any other aspect of the Entity that directly relates to any agreements between the Entity and Lender.

CERTIFICATION CONCERNING OFFICIALS AND CERTIFICATES. The Official of the Entity named above is duly elected and occupies the position set opposite his name. This Certificate now stands of record on the books of the Entity, is in full force and effect, and has not been modified or revoked in any manner whatsoever.

CONTINUING VALIDITY. Any and all acts authorized pursuant to this Certificate and performed prior to the passage of this Certificate are hereby ratified and approved. This Certificate shall be continuing, shall remain in full force and effect and Lender may rely on it until written notice of its revocation shall have been delivered to and received by Lender at Lender's address shown above (or such addresses as Lender may designate from time to time). Any such notice shall not affect any of the Entity's agreements or commitments in effect at the time notice is given.

IN TESTIMONY WHEREOF, I have hereunto set my hand and attest that the signature set forth below is my genuine signature.

I have read all the provisions of this Certificate, and I personally and on behalf of the Entity certify that all statements and representations made in this Certificate are true and correct. This Governmental Certificate is dated _____, 2021.

VILLAGE OF HINSDALE

By: _____
Thomas Cauley
Village President

Signed: _____, 20__

Attest:

By: _____
Christine Bruton
Village Clerk

_____, 20__

Public Services & Engineering

AGENDA SECTION: First Read – EPS
SUBJECT: 2021 Maintenance Project Construction Contract
MEETING DATE: February 16, 2021
FROM: Dan Deeter, PE Village Engineer

Recommended Motion

Award the contract for construction of the 2021 Maintenance Project to Builders Paving, LLC in the amount not to exceed \$652,000.

Background

This project will resurface or patch the streets and parking lots listed below. Eight sealed bids were opened on 02/04/21. The Village's consulting engineer, Rempe-Sharpe & Associates, reviewed the bids received. The bids, as read, are summarized below:

	<u>Base Bid</u>
• Engineer's Estimate	\$ 833,585.50
• K-Five Construction Corp.	\$ 786,087.15
• M&J Asphalt	\$ 779,346.35
• R.W. Dunteman Co.	\$ 719,088.76
• Lindahl Brothers, Inc.	\$ 708,067.32
• ALamp Concrete Contractors, Inc.	\$ 698,854.50
• Brothers Asphalt Paving, Inc.	\$ 697,530.07
• Johnson Paving Co.	\$ 692,200.00
• Builders Paving, LCC	\$ 652,000.00

The bids are based upon estimated quantities. Final payouts will be dependent upon actual work done.

Discussion & Recommendation

The streets and parking lots to be resurfaced or patched are listed below:

- W. Eighth Street from Jackson Street to Quincy Street
- S. Lincoln Street from Seventh Street to Eighth Street
- W. Maple Street from Monroe Street to Grant Street
- Phillippa Street from Bobolink Drive to Minneola Street
- S. Quincy Street from Eighth Street to Melin Park (including park parking)
- W. Third Street from Grant Street to Washington Street
- S. Washington Street from Seventh Street to Eighth Street
- York Road (patching) from Ogden Avenue to the northern Village boundary
- Robbins Park parking lot on Eighth Street (near the tennis courts)

The lowest responsive bidder is Builders Paving. Builders Paving has successfully worked in the Village of Hinsdale on the following projects:

- E. Chicago Drainage Infrastructure Project
- Hinsdale Meadows Subdivision

Staff recommends awarding the 2021 Maintenance Project contract to Builders Paving in the amount not to exceed \$ 652,000.

Budget Impact

The budget vs. bid comparison is shown below:

	<u>Contract</u>	<u>Budget</u>	<u>Variance</u>
• Construction	\$ 652,000	\$ 758,140	\$ 106,140
• Construction Observation	\$ 31,058	\$ 31,058	\$ 0
• Total	\$ 683,058	\$ 789,198	\$ 106,140

Village Board and/or Committee Action

N/A

Documents Attached

1. Rempe-Sharpe & Associates' recommendation letter
2. 2021 Maintenance Project contract documents
3. Bid Tab



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

Principals

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

B. Aderman P.E.
B. Bennett P.E. CFM
L. Vo P.E.

CONSULTING ENGINEERS

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

February 4, 2021

Village of Hinsdale
19 East Chicago Avenue
Hinsdale, IL 60521-3488

Attn: Daniel Deeter, P.E.

Re: 2021 MFT Street Maintenance Program

File: HIN-13

Dear Mr. Deeter,

In accordance with the Advertisement for Bids, the Village of Hinsdale opened bids for the 2021 MFT Street Maintenance Program on Thursday, February 4, 2021.

The project consists of the grinding and paving of bituminous pavement structure using a Hot Mix Asphalt (HMA) cross-section on 6557 linear feet (1.24 Miles) of various residential streets throughout Hinsdale, including portions of West Eighth Street, West Maple Street, South Washington Street, Phillippa Street, South Quincy Street, North York Road, West Third Street, and Robbins Park Parking Lot. All work includes parkway restoration sidewalk patching, and curb and gutter patching as appropriate.

Ten (10) contractors purchased plans and specifications for the project, and a bid was submitted by eight (8) contractors as follows:

COMPANY	BID
Builder's Paving, LLC; Hillside, IL	\$652,000.00
Johnson Paving, Arlington Heights, IL	\$692,200.00
Brothers Asphalt Paving, Inc.; Addison, IL	\$697,530.07
ALamp Concrete Contractors, Inc.; Schaumburg, IL	\$698,854.50
Lindahl Bros, Inc.; Bensenville, IL	\$708,067.32
R.W. Dunteman Co.; Addison, IL	\$719,088.76
M & J Asphalt; Cicero, IL	\$779,346.35
K-Five Construction Corporation; Westmont, IL	\$786,087.15
Engineer's Estimate	\$833,585.50

The attached Bib Tabulation gives an itemized cost for all of the bids. The low bid, from Builder's Paving, LLC; of Hillside, IL is \$652,000.00 or \$181,585.50 lower than the Engineer's Total Estimate of \$833,585.50.

The attached Bib Tabulation gives an itemized cost for all of the bids.

The Engineer has worked with the Contractor, Builder's Paving, LLC., on similar projects in the past for other municipalities. The Contractor has successfully completed the projects and the Engineer has found the Contractors work to be in compliance with the Contract Documents.

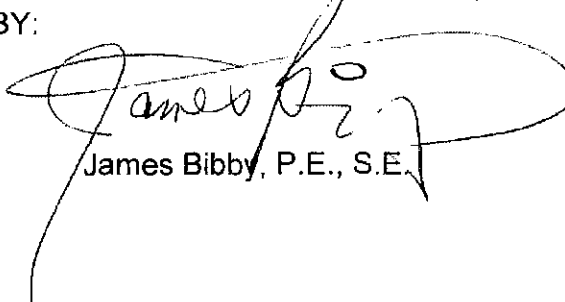
Therefore, Rempe-Sharpe and Associates, Inc. recommends that the Village of Hinsdale award the 2021 MFT Street Maintenance Program, in the amount of Six Hundred Fifty-Two Thousand Dollars and No Cents (\$652,000.00) to Builder's Paving, LLC of Hinsdale, IL.

Enclosed, please find three (3) copies of the Notice of Award for the 2021 MFT Street Maintenance Program. Upon the Village of Hinsdale approval, please sign and date all three (3) copies of the Notice of Award. Send one signed copy to the Contractor, Builder's Paving, LLC, return one signed copy to Rempe-Sharpe and Associates, Inc., and retain one signed copy for the Village's files. Our office will arrange for a pre-construction meeting with the Contractor after the Notice of Award is signed.

If there are any questions, please feel free to contact the undersigned.

Very truly yours,

REMPE-SHARPE & ASSOCIATES, INC.
BY:



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

Enclosure

NOTICE OF AWARD

Dated February 4, 2021TO: Builder's Paving, LLCADDRESS: 4413 Roosevelt Road, Suite 108
Hillside, IL 60162847-419-9000PROJECT: 2021 MFT Street Maintenance Program

The proposed work consists of the grinding and paving of bituminous pavement structure using a Hot Mix Asphalt (HMA) cross-section on 6557 linear feet (1.24 Miles) of various residential streets throughout Hinsdale, including portions of West Eighth Street, West Maple Street, South Washington Street, Phillippa Street, South Quincy Street, North York Road, West Third Street, and Robbins Park Parking Lot. All work includes parkway restoration sidewalk patching, and curb and gutter patching as appropriate.

You are notified that your Bid dated February 4, 2020 for the above Contract has been considered. You are the apparent successful bidder and have been awarded a contract for the 2021 MFT Street Maintenance Program.

The Contract Price of your contract is Six Hundred Fifty-Two Thousand Dollars and No Cents (\$652,000.00).

Four (4) copies of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award. Four (4) sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within ten days of the date of this Notice of Award.

1. You must deliver to the OWNER four (4) fully executed counterparts of the Agreement including all the Contract Documents.
2. You must deliver with the executed Agreement the Contract Security (Bonds) as specified in the Instructions to Bidders (paragraph 17), General Conditions (paragraph 5.1) and Supplementary Conditions (paragraph SC-5.1).

3. (List other conditions precedent).

Failure to comply with these conditions within the time specified will entitle OWNER to consider your bid abandoned, to annul this Notice of Award and to declare your bid security forfeited.

Within ten days after you comply with these conditions, OWNER will return to you one fully signed counterpart of the Agreement with the Contract Documents attached.

VILLAGE OF HINSDALE
 (OWNER)

By: _____

(AUTHORIZED SIGNATURE)

 (TITLE)

Copy to ENGINEER

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged,

by _____

this the _____ day of _____, 2021

By _____

Title _____

Copy to ENGINEER

CONTRACT AGREEMENT

THIS AGREEMENT is dated as of the ____ day of _____ in the year 2021, by and between the VILLAGE OF HINSDALE, Illinois (hereinafter called OWNER) and _____ hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1: WORK

The proposed work consists of the reconstruction of Portland Cement Concrete (PCC) and bituminous pavement structure using a Hot Mix Asphalt (HMA) cross-section on 6,557 linear feet of various residential roads and streets throughout Hinsdale, including portions of Eighth Street, West Maple Street, Washington Street, Phillippa Street, South Quincy Street, York Street, West Third Street, and Robbins Park Parking Lot,. All work includes parkway restoration as appropriate.

ARTICLE 2: ENGINEER

The Project has been designed by Rempe-Sharpe and Associates, Inc., 324 West State Street, Geneva, Illinois, who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3: CONTRACT TIME AND LIQUIDATED DAMAGES

3.1. The Work will be substantially completed within 90 calendar days from the date when the Contract Time commences to run as provided in paragraph 2.3 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions within 120 calendar days from the date when the Contract Time commences to run. See Special Provisions for complete description.

3.2. LIQUIDATED DAMAGES. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER Five Hundred Dollars (\$500.00) for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER Two Hundred Dollars (\$200.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

ARTICLE 4: CONTRACT PRICE

4.1. OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows: at the lump sum or unit prices stated in the Bid and totaling \$_____.

4.2. Right of OWNER: At the time of construction, the Village will decide if various water valve items will be required under this project. Should the Village determine that the various water valves and associated items need not be replaced as part of this project, the affected quantities will be decreased or deleted to the extent determined by the Village. No adjustment in Contract Unit Prices or additional compensation will be made for any decreases in quantity or deletion of items from the contract.

ARTICLE 5: PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1. PROGRESS PAYMENTS. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the 20th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values established in paragraph 2.9 of the General Conditions (and in the case of Unit Price Work based on the number of units completed or, in the event there is no schedule of values, as provided in the General Requirements.

5.1.1. Prior to Substantial completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less that aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions.

90% of Work completed. If Work had been 50% completed as determined by ENGINEER, and if the character and progress of the Work have been satisfactory to OWNER and ENGINEER, OWNER on recommendation of ENGINEER, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage on account of Work completed in which case the remaining progress payments prior to Substantial completion will be in an amount equal to 100% of the Work completed.

50% of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in paragraph 14.2 of the General Conditions).

5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 95% of the Contract Price, less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions.

5.2. FINAL PAYMENT. Upon final completion and acceptance of the Work in accordance with paragraph 14.13 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.13.

ARTICLE 6: INTEREST

All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

ARTICLE 7: CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

7.1. CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

7.2. CONTRACTOR has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in paragraph 4.2 of the General Conditions, and accepts the determination set forth in paragraph SC-4.2 of the Supplementary Conditions of the extent of the technical data contained in such reports and drawings upon which CONTRACTOR is entitled to reply.

7.3. CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in paragraph 7.2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance of furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.2 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.

7.4. CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTORS in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.3 of the General Conditions.

7.5. CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.

7.6. CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

ARTICLE 8: CONTRACT DOCUMENTS

The Contract Document which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 8.1. This Agreement.
- 8.2. Advertisement for Bids.
- 8.3. Information for Bidders.
- 8.4. Contractor's Bid and Bond.
- 8.5. Performance and other Bonds, identified as Section SDF-2.
- 8.6. Certificate of Compliance.
- 8.7. Certification of Contract (Contractor).
- 8.8. Certification of Contract (Bidder).
- 8.9. Notice of Award.
- 8.10. Notice to Proceed.
- 8.11. General Conditions (pages 1 to 42, inclusive).
- 8.12. Supplementary Conditions (pages 1 to 3, inclusive).
- 8.13. Special Provisions.
- 8.14. Standard Specifications and Drawings as set forth in Division V - Standard Specifications and Drawings.
- 8.15. Drawings, consisting of a cover sheet and sheets numbered 1 through 15, inclusive with each sheet bearing the following general title: 2021 Street Maintenance Project, Hinsdale, Illinois.
- 8.16. Addenda numbers ____ to ____, inclusive.
- 8.17. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to paragraphs 3.4 and 3.5 of the General Conditions.
- 8.18. The documents listed in paragraphs 8.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.4 and 3.5 of the General Conditions.

ARTICLE 9: MISCELLANEOUS

9.1. Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

9.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

ARTICLE 10: OTHER PROVISIONS

Notwithstanding any provision of this Contract to the contrary, the services, labor, materials and equipment provided by Contractor are for the construction of a public improvement as defined by Section 23 of The Mechanic's Lien Act of the State of Illinois (Ch. 82, Sec. 23, Ill. Rev. Stat., 1989).

Contractor, its subcontractors, material men, and employees shall not suffer or permit any mechanic's lien to be filed against any such real property upon which the work is performed. If any such mechanic's lien shall at any time be filed against any such real property, Contractor shall cause same to be discharged of record within 15 days after the date of filing. If Contractor shall fail to discharge such lien within said period, then, in addition to any other right or remedy of the Village, the Village may, but shall not be obligated to, discharge the same by paying the amount claimed to be due and deducting the amount so paid from the balance owed Contractor.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Agreement will be effective on _____, 2021.

CONTRACTOR: _____

OWNER: VILLAGE OF HINSDALE

BY _____
[CORPORATE SEAL]

BY _____
[CORPORATE SEAL]

Attest _____
Address for giving notices

Attest _____
Address for giving notices

19 EAST CHICAGO AVENUE

License No. _____
Agent for service of process: _____

HINSDALE, IL 60521
(If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Agreement.)

(If CONTRACTOR is a corporation, attach evidence of authority to sign).

CERTIFICATE OF COMPLIANCE WITH SECTION 11-42.1-1
OF THE ILLINOIS MUNICIPAL CODE

The undersigned, upon being first duly sworn, hereby certifies to the Village of Hinsdale, DuPage County, Illinois, that _____(Contractor) is not currently delinquent in the payment of any tax administered by or owed to the Illinois Department of Revenue, or otherwise in default upon any such tax as defined under Chapter 24, Section 11-42.1, Illinois Revised Statutes.

(Name of Contractor)

BY: _____

TITLE: _____

Subscribed and sworn to
before me this _____ day
of _____, 2021.

Notary Public

**Engineers Joint Documents Committee
Design and Construction Related Documents
Instructions and License Agreement**

Instructions

Before you use any EJCDC document:

1. Read the License Agreement. You agree to it and are bound by its terms when you use the EJCDC document.
2. Make sure that you have the correct version for your word processing software.

How to Use:

1. While EJCDC has expended considerable effort to make the software translations exact, it can be that a few document controls (e.g., bold, underline) did not carry over.
2. Similarly, your software may change the font specification if the font is not available in your system. It will choose a font that is close in appearance. In this event, the pagination may not match the control set.
3. If you modify the document, you must follow the instructions in the License Agreement about notification.
4. Also note the instruction in the License Agreement about the EJCDC copyright.

License Agreement

You should carefully read the following terms and conditions before using this document. Commencement of use of this document indicates your acceptance of these terms and conditions. If you do not agree to them, you should promptly return the materials to the vendor, and your money will be refunded.

The Engineers Joint Contract Documents Committee ("EJCDC") provides **EJCDC Design and Construction Related Documents** and licenses their use worldwide. You assume sole responsibility for the selection of specific documents or portions thereof to achieve your intended results, and for the installation, use, and results obtained from **EJCDC Design and Construction Related Documents**.

You acknowledge that you understand that the text of the contract documents of **EJCDC Design and Construction Related Documents** has important legal consequences and that consultation with an attorney is recommended with respect to use or modification of the text. You

further acknowledge that EJCDC documents are protected by the copyright laws of the United States.

License:

You have a limited nonexclusive license to:

1. Use **EJCDC Design and Construction Related Documents** on any number of machines owned, leased or rented by your company or organization.
2. Use **EJCDC Design and Construction Related Documents** in printed form for bona fide contract documents.
3. Copy **EJCDC Design and Construction Related Documents** into any machine readable or printed form for backup or modification purposes in support of your use of **EJCDC Design and Construction Related Documents**.

You agree that you will:

1. Reproduce and include EJCDC's copyright notice on any printed or machine-readable copy, modification, or portion merged into another document or program. All proprietary rights in **EJCDC Design and Construction Related Documents** are and shall remain the property of EJCDC.
2. Not represent that any of the contract documents you generate from **EJCDC Design and Construction Related Documents** are EJCDC documents unless (i) the document text is used without alteration or (ii) all additions and changes to, and deletions from, the text are clearly shown.

You may not use, copy, modify, or transfer EJCDC **Design and Construction Related Documents**, or any copy, modification or merged portion, in whole or in part, except as expressly provided for in this license. Reproduction of **EJCDC Design and Construction Related Documents** in printed or machine-readable format for resale or educational purposes is expressly prohibited.

If you transfer possession of any copy, modification or merged portion of **EJCDC Design and Construction Related Documents** to another party, your license is automatically terminated.

Term:

The license is effective until terminated. You may terminate it at any time by destroying **EJCDC Design and Construction Related Documents** altogether with all copies, modifications and merged portions in any form. It will also terminate upon conditions set forth elsewhere in this Agreement or if you fail to comply with any term or condition of this Agreement. You agree upon such termination to destroy **EJCDC Design and**

Construction Related Documents along with all copies, modifications and merged portions in any form.

Limited Warranty:

EJCDC warrants the CDs and diskettes on which **EJCDC Design and Construction Related Documents** is furnished to be free from defects in materials and workmanship under normal use for a period of ninety (90) days from the date of delivery to you as evidenced by a copy of your receipt.

There is no other warranty of any kind, either expressed or implied, including, but not limited to the implied warranties of merchantability and fitness for a particular purpose. Some states do not allow the exclusion of implied warranties, so the above exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

EJCDC does not warrant that the functions contained in **EJCDC Design and Construction Related Documents** will meet your requirements or that the operation of **EJCDC Design and Construction Related Documents** will be uninterrupted or error free.

Limitations of Remedies:

EJCDC's entire liability and your exclusive remedy shall be:

1. the replacement of any document not meeting EJCDC's "Limited Warranty" which is returned to EJCDC's selling agent with a copy of your receipt, or
2. if EJCDC's selling agent is unable to deliver a replacement CD or diskette which is free of defects in materials and workmanship, you may terminate this Agreement by returning EJCDC Document and your money will be refunded.

In no event will EJCDC be liable to you for any damages, including any lost profits, lost savings or other incidental or consequential damages arising out of the use or inability to use **EJCDC Design and Construction Related Documents** even if EJCDC has been advised of the possibility of such damages, or for any claim by any other party.

Some states do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.

General:

You may not sublicense, assign, or transfer this license except as expressly provided in this Agreement. Any attempt otherwise to sublicense, assign, or transfer any of the rights, duties, or obligations hereunder is void.

This Agreement shall be governed by the laws of the State of Virginia. Should you have any questions concerning this Agreement, you may contact EJCDC by writing to:

Arthur Schwartz, Esq.
General Counsel
National Society of Professional Engineers
1420 King Street
Alexandria, VA 22314

Phone: (703) 684-2845
Fax: (703) 836-4875
e-mail: aschwartz@nspe.org

You acknowledge that you have read this agreement, understand it and agree to be bound by its terms and conditions. You further agree that it is the complete and exclusive statement of the agreement between us which supersedes any proposal or prior agreement, oral or written, and any other communications between us relating to the subject matter of this agreement.

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (*Name and Address*):

SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):

CONTRACT

Effective Date of Agreement:

Amount:

Description (*Name and Location*):

BOND

Bond Number:

Date (*Not earlier than Effective Date of Agreement*):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____
Signature

By: _____
Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Note: Provide execution by additional parties, such as joint venturers, if necessary.

Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

1. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 2.1.

2. If there is no Owner Default, Surety's obligation under this Bond shall arise after:

- 2.1 Owner has notified Contractor and Surety, at the addresses described in Paragraph 9 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor, and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
- 2.2 Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 2.1; and
- 2.3 Owner has agreed to pay the Balance of the Contract Price to:
 - 1. Surety in accordance with the terms of the Contract; or
 - 2. Another contractor selected pursuant to Paragraph 3.3 to perform the Contract.

3. When Owner has satisfied the conditions of Paragraph 2, Surety shall promptly, and at Surety's expense, take one of the following actions:

- 3.1 Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
- 3.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
- 3.3 Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 5 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
- 3.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
 - 1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
 - 2. Deny liability in whole or in part and notify Owner citing reasons therefor.

4. If Surety does not proceed as provided in Paragraph 3 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 3.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.

5. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 3.1, 3.2, or 3.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

- 5.1 The responsibilities of Contractor for correction of defective Work and completion of the Contract;
 - 5.2 Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions of or failure to act of Surety under Paragraph 3; and
 - 5.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.
6. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.
7. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.
8. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located, and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
9. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.
10. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
11. Definitions.
- 11.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.
 - 11.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 11.3 Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
 - 11.4 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – (*Name, Address and Telephone*)

Surety Agency or Broker:

Owner's Representative (*Engineer or other party*):

PAYMENT BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (*Name and Address*):

SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):

CONTRACT

Effective Date of Agreement:

Amount:

Description (*Name and Location*):

BOND

Bond Number:

Date (*Not earlier than Effective Date of Agreement*):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

(Seal)
Contractor's Name and Corporate Seal

(Seal)
Surety's Name and Corporate Seal

By: _____
Signature

By: _____
Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Note: Provide execution by additional parties, such as joint venturers, if necessary.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to Owner, this obligation shall be null and void if Contractor:
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2 Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.
4. Surety shall have no obligation to Claimants under this Bond until:
 - 4.1 Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2 Claimants who do not have a direct contract with Contractor:
 1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
 2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above 30 days, have sent a written notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.
5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.
6. Reserved.
7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.
8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.
9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this

Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders, and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. Definitions

15.1 Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

15.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract, or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – (Name, Address, and Telephone)

Surety Agency or Broker:

Owner's Representative (Engineer or other):

CERTIFICATE OF COMPLIANCE WITH SECTION 11-42.1-1
OF THE ILLINOIS MUNICIPAL CODE

The undersigned, upon being first duly sworn, hereby certifies to the Village of Hinsdale, DuPage County, Illinois, that _____ (Contractor) is not currently delinquent in the payment of any tax administered by or owed to the Illinois Department of Revenue, or otherwise in default upon any such tax as defined under Chapter 24, Section 11-42.1, Illinois Revised Statutes.

(Name of Contractor)

BY: _____

TITLE: _____

Subscribed and sworn to
before me this _____ day
of _____, 2021.

Notary Public

Bidder Certification
In Compliance with Article 33E to the
"Criminal Code of 1961"

I _____, do hereby certify that:
Name

1. I am _____ of the _____
Position Firm

and have authority to execute this certification on behalf of the firm;

2. This firm is not barred from bidding on this contract as a result of a violation of either
Section 33E-3, Bid-rigging, or Section 33E-4, Bid Rotating, as set forth in Article 33E to
the Criminal Code of 1961."

Name of Firm _____

Signature _____

Title _____

Date _____

Corporate Seal (where appropriate)

On this _____ day of _____ 20____, before me appeared (Name)

_____ to me personally known,
who,

being duly sworn, did execute the foregoing affidavit, and did state that he or she was
properly authorized by (Name of Firm) _____
to execute the affidavit and did so as his or her free act and deed.

Notary Public _____ Commission Expires _____

Notary Seal

CERTIFICATION FOR CONTRACT

The undersigned, as a duly-authorized representative of the Bidder, hereby certifies to the Village of Hinsdale, DuPage County, Illinois, that the Bidder is fully aware that the Freedom of Information Act, 5 ILCS 140/1 et seq. (the "Act") places an obligation on the Village to produce certain records that may be in the possession of Contractor. Contractor shall comply with the record retention and documentation requirements of the Local Records Retention Act 5 ILCS 160/1 et seq. And the Act and shall maintain all records relating to this Agreement 2021 Street Maintenance Project in compliance with the Local Records Retention Act and the Act (complying in all respects as if the Contractor was, in fact, the Village. Contractor shall review its records promptly and produce to the Village within two (2) business days of contact from the Village the required documents responsive to a request under the Act. If additional time is necessary to comply with the request, the Contractor may request the Village to extend the time do so, and the Village will, if time and basis of extension under the Act permits, consider such extensions.

Name

Company

Date

Public Services & Engineering

AGENDA SECTION: First Reading – EPS

SUBJECT: AWARD – Landscape Maintenance – Contract #1688

MEETING DATE: February 16, 2021

FROM: John Finnell, Superintendent of Public Services
Garrett Hummel, Administrative Analyst

Recommended Motion

To award Semmer Landscape Inc. the Landscape Maintenance contract for Calendar Year 2021 in the extended price comparison amount of \$137,056, the original full bid amount.

Background

There are 140 acres of public green space in the Village; 23 acres of Village rights-of-way (ROW) and 117 acres of park grounds. Rights-of-way include cul-de-sacs, passive areas and miscellaneous Village property. It is the responsibility of the Village to maintain their green space in a quality manner that is consistent with surrounding properties. The scope of work includes mowing and string trimming of Village ROW and parks. Additional landscape services are performed in Village parks which includes mulch, playground weeding, sidewalk and parking lot weeding, shrub trimming, planting bed maintenance and spring and fall clean up. In addition to the 140 acres of green space, the Village manages 78 rain gardens in the Woodlands neighborhood. There are three sections of the Landscape Maintenance Contract:

- A- Mowing and string trimming Village ROW and central business district sidewalk weed removal
- B- Mowing, string trimming, landscape maintenance and additional services in Village parks
- C- Planting bed maintenance in the Woodland rain gardens

Discussion & Recommendation

In February of 2020 the Village received three (3) bids for landscape maintenance and Semmer Landscape was the low qualified bidder. Semmer Landscape provided landscape services to the Village of Hinsdale in Calendar Year 2020. The Village reserved the right to renew the contract for two (2) additional (1) year periods, subject to acceptable performance by the contractor. Unit prices are held consistent in the renewal period.

Budget Impact

In the Calendar Year 2021 budget, there is \$153,000 budgeted for contract landscape maintenance in the Roadway and Park Maintenance Landscape Maintenance Funds.

Village Board and/or Committee Action

N/A

Documents Attached

1. Semmer Landscape, Inc. Proposal
2. Landscape Maintenance Bid #1688 – Bid Tabulation



1000 W. 94th St., Chicago, IL 60620

www.semmerlandscape.com

Phone: 708 926 2304

ACCOUNT/SITE:

Date: 2/10/2021

John Finnell
Superintendent of Parks and Forestry
Village of Hinsdale
19 Chicago Ave.
Hinsdale, IL 60521

Re: Contract # 1688 for Landscape Maintenance

Semmer Landscape LLC would like to execute Year 2 to Contract #1688 for Landscape Maintenance.

If you have any questions, please do not hesitate to contact me at your earliest convenience.

Sincerely,

Rafael Alvarez
Vice President

Bid #1688 - Landscape Maintenance Services
Bid Tabulation

Village of Hinsdale				
BID NUMBER:	1688			
PROJECT NAME:	Landscape Maintenance			
DATE:	4/1/20 - 12/31/20			
	Calendar Year 2020 Budget	Semmer Landscape 1000 W 94th St Chicago, IL 60620	A&B Landscaping PO Box 344 Riverside, IL 60546	Beary Landscaping 4627 Elm Ave Brookfield, IL 60513
Assignment A	\$30,000.00	\$25,467.00	\$26,942.84	\$27,674.00
Assignment B	\$109,318.00	\$95,889.00	\$110,633.00	\$111,948.00
Assignment C	\$18,000.00	\$15,700.00	\$9,957.20	\$30,278.00
Total	\$157,318.00	\$137,056.00	\$147,533.04	\$169,900.00

*Assignment C does not include the scheduled rebuild/restoration of two rain gardens.

REQUEST FOR BOARD ACTION
Public Services & Engineering

AGENDA SECTION: First Reading - EPS

SUBJECT: Bid #1676 – Elm and Ash Treatments

MEETING DATE: February 16, 2021

FROM: John Finnell, Superintendent of Parks and Forestry
Garrett Hummel, Administrative Analyst

Recommended Motion

To award Kinnucan Tree Experts and Landscape Company the elm tree treatment contract in the bid comparison amount of \$11.42 per inch not to exceed the total contract amount of \$148,745.50.

Background

In January of 2021, Public Services Staff solicited sealed bids for elm tree treatments. The bid package requested unit pricing for elm tree fungicide injections. Public Services staff published the bid package on Monday, January 18, 2021. Public Services staff provided the bid package to eight (8) vendors, placed a legal ad in the Daily Herald, and posted the bid package on the Village website. The bid opening was held on Monday, February 1, 2021 and the Village received five (5) competitive bids.

Discussion & Recommendation

Based upon the unit pricing received, Public Services staff recommends Kinnucan Tree Experts and Landscape Company. for elm tree inoculations. Kinnucan has not provided elm injection services to the Village of Hinsdale however, Kinnucan has provided similar services to the City of Evanston, Village of Winnetka and the Village of Park Ridge for elm tree fungicide program. All references provided positive feedback regarding the quality of services provided by Kinnucan.

Budget Impact

Included in the Calendar Year 2021 budget is \$167,076 in the Elm Tree Preservation Fund (4300-7261) to contract treatments for prevention of Dutch elm disease in American elm trees. Kinnucan's bid price is under the approved Calendar Year 2021 budgeted amount. At this bid price, the scheduled 2021 elm treatment cost is estimated to be \$18,330.50 under budget. Following the initial year, Public Services staff will return for approval from the Board of Trustees to continue the second year of the contract dependent on funding and adequate performance from the contractors.

Village Board and/or Committee Action

N/A

Documents Attached

1. Bid #1676 – Bid Tabulations

Village of Hinsdale

BID NUMBER: 1676

PROJECT NAME: Elm and Ash
Treatments

DATE: 2/1/2021

Item

No.
1

Description	Qty Est
Elm Tree Fungicide	12852

Description

Elm Tree Fungicide
Trees Injected/week

Kinnucan 28877 Nagel Court Lake Bluff, IL 60044 5% bond		
Unit Price	Extended Total	
\$ 11.42	\$ 146,769.84	
	50-70	

Eternally Green Lawn Care 57 Eisenhower South Lombard, IL 60148 5% bond		
Unit Price	Extended Total	
\$ 12.00	\$ 154,224.00	
	25	

Landscape Concepts Management 31745 N Alleghany Rd Grayslake, IL 60030 5% bond		
Unit Price	Extended Total	
\$ 12.45	\$ 160,007.40	
	35	

Description

Elm Tree Fungicide
Trees Injected/week

Trees "R" Us PO Box 6014 Wauconda, IL 60084 5% bond		
Unit Price	Extended Total	
\$ 14.23	\$ 182,883.96	
	60	

Balanced Environments Inc. 17950 W IL Route 173 Old Mill Creek, IL 60083 5% bond		
Unit Price	Extended Total	
\$ 16.73	\$ 215,013.96	
	45	

Police Department

AGENDA SECTION: First Reading-- ZPS
SUBJECT: Installation of a Stop Signs – Lincoln at Third Street
MEETING DATE: February 16, 2021
FROM: Brian King, Chief of Police

Recommended Motion

Approve an Ordinance Amending Section 6-12-3("Schedule III D; Stop Intersections") of the Village Code of Hinsdale.

Background

As part of the proactive approach by staff to analyze local crash data, the intersection of Lincoln and Third Street was identified as one to monitor due to continual concerns reported by residents. Staff conducted a formal study of the intersection in 2017 and implemented parking restrictions to increase visibility for motorists. No crashes were reported at that time in 2017, however, staff has continued to see an increase in crashes at that intersection. Since February of 2019, there have been eight (8) crashes at this intersection; six (6) which have occurred within the last 13 months.

Discussion & Recommendation

When considering the addition of traffic control devices and their installation, staff relies on the Manual on Uniform Traffic Control Devices (MUTCD). The MUTCD, under the authority of the U.S. Department of Transportation, lists warrants or requirements which must be met prior to the installation of any traffic controlling device or signage. The Village relies upon the MUTCD as the local authoritative guiding principle for local roadways.

Based upon the gradual increase in crashes and a review of the federal warrants, it is the recommendation of staff to install Stop signs for north and southbound Lincoln at Third Street. This recommendation is based on the fact that the crash history has met the required warrants outlined in the MUTCD.

Budget Impact

The budget impact will be minimal based on minor equipment and labor costs to install the signs and posts.

Village Board and/or Committee Action

N/A

Documents Attached

1. Ordinance

VILLAGE OF HINSDALE

ORDINANCE NUMBER _____

AN ORDINANCE AMENDING SECTION 6-12-3 ("SCHEDULE III D; Stop Intersections.")
OF THE VILLAGE CODE OF HINSDALE

WHEREAS, the President and Board of Trustees of the Village of Hinsdale determined it is in the best interest of public safety to convert the intersection of Lincoln at Third Street from a two-way stop intersection, into a four-way stop intersection.

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

SECTION 1: Section 6-12-3 ("Schedule III: Stop Intersections") of the Village Code of Hinsdale is hereby amended by adding thereto:

B.

Lincoln Street

Third Street

North & Southbound

SECTION 3: Signs. The Public Services Department is hereby authorized and directed to erect the appropriate signs on the above named street in compliance with the guidelines established within the Manual on Uniform Traffic Control Devices.

SECTION 4: Effective Date. This ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form in the manner provided by law and after the erection of the appropriate signs in accordance with Section 2 above.

PASSED this _____ day of _____ 2021.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this _____ day of _____ 2021.

Village Clerk

Village President

Police Department

AGENDA SECTION: First Reading - ZPS

SUBJECT: Ordinance Amending Sections 6-12-3 ("Schedule III; Stop Intersections") of the Village Code of Hinsdale

MEETING DATE: February 16, 2021

FROM: Brian King, Police Chief

Recommended Motion

Approve an Ordinance Amending Section 6-12-3 ("SCHEDULE III; Stop Intersections") of the Village Code of Hinsdale; *and*
Approve an Ordinance Amending Section 6-12-3 ("SCHEDULE IV; Yield Right of Way") of the Village Code of Hinsdale

Background

Uncontrolled intersections within the Village of Hinsdale continue to be a common concern amongst residents and motorists. Staff regularly fields calls regarding the safety of uncontrolled intersections from residents; insistent that the absence of controls makes intersections less safe and are impractical and inconsistent within the community. Residents who live near uncontrolled intersections report that drivers have a lack of understanding how uncontrolled intersections operate and inadvertently "designate" a roadway as automatically having the right-of-way; oblivious to the absence of controls.

Residents and motorists often report near misses, frequent use of horns and vehicles traveling at full speed through the intersection. Hinsdale Patrol Officers observe these driving behaviors but cannot take enforcement unless there is a clear right-of-way violation which would require two vehicles entering the intersection at the same time; inevitably resulting in a crash.

Discussion & Recommendation

Staff conducted traffic studies at six intersections at the request of local residents. The studies reviewed the crash history and traffic conditions at the intersections to determine if the warrants established by the Manual on Uniform Traffic Control Devices (MUTCD) were satisfied to recommend a change in traffic control. Additionally, the recommended sight distances for drivers on approach to these intersections were calculated based upon the Policy of Geometric Design of Highways and Streets, known as the American Association of State Highway Officials' (AASHTO) Green Book. These sight distance calculations were then compared to intersection measurements to verify drivers have enough time and distance to identify a potential hazard and safely react to it.

The unique approach angles and limited sight distances for the studied intersections have reduced the driver's ability to reasonably comply with the right-of-way laws regarding uncontrolled intersections. Based on these factors, a two-way stop sign is necessary to establish clear right-of-way laws at the studied intersections. Their crash history and traffic volumes were also considered but they did not meet the MUTCD warrants for a multi-way stop.

Staff recommends the following uncontrolled intersections be controlled by a two-way stop sign to improve compliance and safety. Board approval would do so while designating the following roadways as having the right of way:

Right of Way	Intersected At	Crashes (5 Yrs.)	Traffic Volumes		MUTCD Warrant	Two –Way Device
			NB – SB	EB – WB		
Bruner Street	Hickory Street	1	283	156	Sight Distance	Stop signs
North Street	Adams Street	0	306	828	Sight Distance	Stop signs
North Street	Bruner Street	0	157	431	Sight Distance	Stop signs
Oak Street	Sixth Street	1	322 ¹	198 ¹	Sight Distance	Stop signs
Park Avenue	Sixth Street	1	355	138 ¹	Sight Distance	Stop signs
Princeton Road	Third Street	1	473	244	Geometric Design	Yield Signs

1. This 24-hour traffic volume is estimated based upon 6 hours of data manually collected during peak traffic volumes.

Budget Impact

The budgetary impact with this action is based upon the assemblies and labor costs to install the signs and posts. Each assembly has a cost of \$125.00 per unit, totaling 12 units. An approval of six intersections would have an approximate total cost of \$1,500.00.

Village Board and/or Committee Action

N/A

Documents Attached

A. Ordinances

VILLAGE OF HINSDALE

ORDINANCE NUMBER _____

AN ORDINANCE AMENDING SECTION 6-12-3 ("SCHEDULE III; Stop Intersections")
OF THE VILLAGE CODE OF HINSDALE

WHEREAS, the President and Board of Trustees of the Village of Hinsdale determined it is in the best interest of public safety to install two-way stop signs at Adams Street and North Street, Bruner Street and Hickory Street, Bruner Street and North Street, Oak Street and Sixth Street, and Park Avenue and Sixth Street.

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

SECTION 1: Section 6-12-3 ("Schedule III: Stop Intersections") of the Village Code of Hinsdale is hereby amended by adding thereto, in proper alphabetical order the following:

B.	Adams Street	North Street	North & Southbound
	Bruner Street	Hickory Street	East & Westbound
	Bruner Street	North Street	North & Southbound
	Oak Street	Sixth Street	East & Westbound
	Park Avenue	Sixth Street	East & Westbound

SECTION 3: Signs. The Public Services Department is hereby authorized and directed to erect the appropriate signs on the above named street in compliance with the guidelines established within the Manual on Uniform Traffic Control Devices.

SECTION 4: Effective Date. This ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form in the manner provided by law and after the erection of the appropriate signs in accordance with Section 3 above.

PASSED this _____ day of _____ 2021.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this _____ day of _____ 2021.

Village President

Village Clerk

VILLAGE OF HINSDALE

ORDINANCE NUMBER _____

AN ORDINANCE AMENDING SECTION 6-12-3 ("SCHEDULE IV; YIELD RIGHT OF WAY")
OF THE VILLAGE CODE OF HINSDALE

WHEREAS, the President and Board of Trustees of the Village of Hinsdale determined it is in the best interest of public safety to install two-way yield signs at Princeton and Third Street.

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

SECTION 1: Section 6-12-3 ("Schedule III: Stop Intersections") of the Village Code of Hinsdale is hereby amended by adding thereto:

B.	Third Street	Princeton	East & Westbound
----	--------------	-----------	------------------

SECTION 3: Signs. The Public Services Department is hereby authorized and directed to erect the appropriate signs on the above named street in compliance with the guidelines established within the Manual on Uniform Traffic Control Devices.

SECTION 4: Effective Date. This ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form in the manner provided by law and after the erection of the appropriate signs in accordance with Section 2 above.

PASSED this _____ day of _____ 2021.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this _____ day of _____ 2021.

Village Clerk

Village President

REQUEST FOR BOARD ACTION
Finance

AGENDA SECTION: Consent – ACA
SUBJECT: Accounts Payable-Warrant #1734
MEETING DATE: February 16, 2021
FROM: Alison Brothen, Interim Finance Director *AB*

Recommended Motion

Approve payment of the accounts payable for the period of February 1, 2021 through February 12, 2021 in the aggregate amount of \$1,322,912.97 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 #1734 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 #1734

VILLAGE OF HINSDALE

ACCOUNTS PAYABLE WARRANT REGISTER #1734

FOR PERIOD February 1, 2021 through February 12, 2021

The attached Warrant Summary by Fund and Warrant Register listing TOTAL DISBURSEMENTS FOR ALL FUNDS of \$1,322,912.97 reviewed and approved by the below named officials.

APPROVED BY Alison Bielken DATE 2/11/21
INTERIM VILLAGE TREASURER/FINANCE DIRECTOR

APPROVED BY _____ DATE _____
VILLAGE MANAGER

APPROVED BY _____ DATE _____
VILLAGE TRUSTEE

Village of Hinsdale
Schedule of Bank Wire Transfers and ACH Payments
1734

Payee Date	Description	Vendor Invoice	Invoice Amount
Electronic Federal Tax Payment Systems			
2/5/2021	Village Payroll #3 - Calendar 2021	FWH/FICA/Medicare	\$ 88,489.15
2/5/2021	Village Payroll #3A - Calendar 2021	FWH/FICA/Medicare	\$ 32.95
Illinois Department of Revenue			
2/5/2021	Village Payroll #3 - Calendar 2021	State Tax Withholding	\$ 18,372.00
2/5/2021	Village Payroll #3A - Calendar 2021	State Tax Withholding	\$ 9.42
ICMA - 457 Plans			
2/5/2021	Village Payroll #3 - Calendar 2021	Employee Withholding	\$ 17,926.51
HSA PLAN CONTRIBUTION			
2/5/2021	Village Payroll #3 - Calendar 2021	Employer/Employee Withholding	\$ 1,300.00
Intergovernmental Personnel Benefit Cooperative			
		Employee Insurance	\$ 173,056.81
Illinois Municipal Retirement Fund			
		Employer/Employee	\$ 79,349.00
Total Bank Wire Transfers and ACH Payments			\$ 378,535.84

Village of Hinsdale
#1734
Summary By Fund

Recap By Fund	Fund	Regular Checks	ACH/Wire Transfers	Total
General Fund	100	145,946.92	173,056.81	319,003.73
Capital Project Fund	400	346,851.07	-	346,851.07
Water & Sewer Operations	600	373,161.05	-	373,161.05
Escrow Funds	720	72,550.00	-	72,550.00
Payroll Revolving Fund	740	5,868.09	205,479.03	211,347.12
Total		944,377.13	378,535.84	1,322,912.97



Warrant Register 1734

Invoice	Description	Invoice/Amount
HUGHES ENVIRONMENTAL CONSULTING INC		
101	CSO OPERATOR SVCS FOR VEECK PARK	480.00
	Check Date 2/3/2021 Total For Check # 108415	480.00
IL DEPT EMPLOY SECURITY		
800938	3RD QTR UNEMPLOYMENT CLAIM	968.00
800938	3RD QTR UNEMPLOYMENT CLAIM	817.00
800938	3RD QTR UNEMPLOYMENT CLAIM	7,183.53
800938	3RD QTR UNEMPLOYMENT CLAIM	-2,065.97
	Check Date 2/3/2021 Total For Check # 108416	6,902.56
SIEVERT CRANE & HOIST		
S95777	POOL FILTER ROOM	103.30
	Check Date 2/3/2021 Total For Check # 108418	103.30
TOSHIBA FINANCIAL SERVICE		
432154128	COPIER LEASE JAN2021	193.13
432154128	COPIER LEASE JAN2021	82.77
432154128	COPIER LEASE JAN2021	269.12
432154128	COPIER LEASE JAN2021	275.90
432154128	COPIER LEASE JAN2021	269.12
432154128	COPIER LEASE JAN2021	269.12
432154128	COPIER LEASE JAN2021	269.12
434492724	COPIER LEASE FEB21	193.13
434492724	COPIER LEASE FEB21	82.77
434492724	COPIER LEASE FEB21	269.12
434492724	COPIER LEASE FEB21	269.12
434492724	COPIER LEASE FEB21	269.12
434492724	COPIER LEASE FEB21	269.12
	Check Date 2/3/2021 Total For Check # 108419	2,980.66
AFLAC-FLEXONE		
8074	Payroll Run 1 - Warrant PR2103	846.65
	Check Date 2/5/2021 Total For Check # 108420	846.65
COLONIAL LIFE PROCCESING		
8070	Payroll Run 1 - Warrant PR2103	92.36
	Check Date 2/5/2021 Total For Check # 108421	92.36
ILLINOIS FRATERNAL ORDER		
8072	Payroll Run 1 - Warrant PR2103	864.00
	Check Date 2/5/2021 Total For Check # 108422	864.00

VOID 108417



Warrant Register 1734

Invoice	Description	Invoice/Amount
NATIONWIDE RETIREMENT SOL		
8073	Payroll Run 1 - Warrant PR2103	200.00
	Check Date 2/5/2021 Total For Check # 108423	200.00
NATIONWIDE TRUST CO FSB		
8075	Payroll Run 1 - Warrant PR2103	3,378.31
	Check Date 2/5/2021 Total For Check # 108424	3,378.31
NCPERS GRP LIFE INS#3105		
8071	Payroll Run 1 - Warrant PR2103	256.00
	Check Date 2/5/2021 Total For Check # 108425	256.00
STATE DISBURSEMENT UNIT		
8076	Payroll Run 1 - Warrant PR2103	230.77
	Check Date 2/5/2021 Total For Check # 108426	230.77
A & B LANDSCAPING		
2021-0041	CBD SIDEWALK SNOW REMOVAL/ALLEY PLOWING	2,322.50
	Check Date 2/12/2021 Total For Check # 108427	2,322.50
A BLOCK MARKETING INC		
LC00033972	WOOD CHIP DISPOSAL	30.00
	Check Date 2/12/2021 Total For Check # 108428	30.00
A/R CONCEPTS INC		
VOH300	PARKING TICKET COLLECTIONS	63.00
	Check Date 2/12/2021 Total For Check # 108429	63.00
ABBOTT RUBBER COMPANY INC		
5384466	PRE-TREAT CHEMICAL PARTS	144.35
	Check Date 2/12/2021 Total For Check # 108430	144.35
AEP ENERGY		
3013129848	53 VILLAGE PL-JAN21	677.26
	Check Date 2/12/2021 Total For Check # 108431	677.26
AIR ONE EQUIPMENT		
165233	BLACK SUPPRESSION HELMET	289.00
165234	2 PRESSURIZED WATER EXTINGUISHERS	125.00
	Check Date 2/12/2021 Total For Check # 108432	414.00
ANDRES MEDICAL BILLING LT		
250832	JANUARY 21 COLLECTIONS	1,176.86
	Check Date 2/12/2021 Total For Check # 108433	1,176.86



Warrant Register 1734

Invoice	Description	Invoice/Amount
ASTRO OPTICS LLC		
SI-129854	REPLACEMENT SAFETY LIGHTS CROSSWALKS	3,147.50
	Check Date 2/12/2021 Total For Check # 108434	3,147.50
ATLAS BOBCAT LLC		
BI0156	BELTS - #91	71.39
BH9813	WINDOW HANDLE - #93	41.81
BI0248	BATTERY FOR HLS BOBCAT	221.76
	Check Date 2/12/2021 Total For Check # 108435	334.96
ATLAS RESTORATION		
26183	CONT BD-944 S MONROE #26183	1,000.00
	Check Date 2/12/2021 Total For Check # 108436	1,000.00
AUGUSTUS LABS LLC		
188	TEST PERFORMED 1/20 & 1/22/21	100.00
188	TEST PERFORMED 1/20 & 1/22/21	100.00
217	TEST PERFORMED 1/29/21	100.00
	Check Date 2/12/2021 Total For Check # 108437	300.00
AVOLIN, LLC		
5835853533443534	4GOV FINANCIAL SUITE 3/1-3/31/21	7,214.31
5835853533417195	GOMEMBERS SER-VS-GOM DATA MIGRATION	500.00
	Check Date 2/12/2021 Total For Check # 108438	7,714.31
BANNERVILLE USA		
29823	CUPIDS COURIER	130.00
29836	ICE RINK SIGNS	380.00
	Check Date 2/12/2021 Total For Check # 108439	510.00
BATTERY SERVICE CORP		
0069976	BATTERY-WATER MAIN BREAK TRAILER	89.95
	Check Date 2/12/2021 Total For Check # 108440	89.95
BEACON SSI INCORPORATED		
95177	JAN21 MONTHLY FUEL SYS INSPECT	125.00
	Check Date 2/12/2021 Total For Check # 108441	125.00
BEVERLY SNOW & ICE INC.		
47525	FEB21 PARKING DECK SNOW REMOVAL AND DE-ICING	3,050.00
	Check Date 2/12/2021 Total For Check # 108442	3,050.00
BRAVO SERVICES, INC		
12	FEB21 CLEANING	2,250.00

**Warrant Register 1734**

Invoice	Description	Invoice/Amount
12	FEB21 CLEANING	300.00
12	FEB21 CLEANING	200.00
12	FEB21 CLEANING	650.00
12	FEB21 CLEANING	1,200.00
12	FEB21 CLEANING	1,250.00
	Check Date 2/12/2021 Total For Check # 108443	5,850.00
CARDINAL TRACKING		
124944	SUPPLIES	603.50
	Check Date 2/12/2021 Total For Check # 108444	603.50
CBC RESTAURANT CORP		
1677420	OT PLOW MEAL 1/26/21	300.00
	Check Date 2/12/2021 Total For Check # 108445	300.00
CHICAGO PARTS & SOUND LLC		
2j0002727	REMOVE GRAPHICS FROM WRECKED #42	200.00
	Check Date 2/12/2021 Total For Check # 108446	200.00
CINTAS CORPORATION 769		
5049643249	RESTOCK MEDICINE CABINET	105.49
4074899485	MAT SERVICE	22.85
4074899485	MAT SERVICE	27.42
4074899485	MAT SERVICE	21.39
4074899485	MAT SERVICE	12.15
4074899485	MAT SERVICE	46.07
4074899485	MAT SERVICE	42.97
	Check Date 2/12/2021 Total For Check # 108447	278.34
CINTAS FIRST AID & SAFETY		
5049643202	RESTOCK MEDICAL CABINET	76.72
5049643202	RESTOCK MEDICAL CABINET	76.71
5049811550	PUB SVC FIRST AID CABINET RESTOCK	147.80
5049811552	WATER PLANT MED CABINET RESTOCK	146.10
	Check Date 2/12/2021 Total For Check # 108448	447.33
CLARENDON HILLS PARK DIST		
MANNERS FALL 2020	MANNERS FALL 2020	75.00
	Check Date 2/12/2021 Total For Check # 108449	75.00
COMCAST		
8771201110037136	POOL 2/4-3/3/21	148.35
8771201110036781	POLICE 2/5-3/4/21	162.90

**Warrant Register 1734**

Invoice	Description	Invoice/Amount
8771201110036807	KLM 2/5 TO 3/4/21	108.35
8771201110036815	WATER-2/5 TO 3/4/21	148.35
8771201110036757	VH 2/5 TO 3/4/21	258.35
Check Date 2/12/2021 Total For Check # 108450		826.30
COMED		
0015093062	57TH STREET	460.15
0075151076	ELEANOR PARK	448.83
0203017056	WARMING HOUSE/PADDLE HUT	359.13
0203065105	CHESTNUT PARKING	46.94
0381057101	CLOCK TOWER	24.70
0395122068	STREET LIGHTS	70.11
0417073048	314 SYMONDS DR	535.23
0471095066	FOUNTAIN	98.48
0499147045	BURLINGTON PARK	85.51
0639032045	ROBBINS PARK	19.91
0697168013	STREET LIGHTS	38.69
1107024145	LANDSCAPE LIGHTS 650	27.11
1993023010	RADIO EQUIPMENT FD	265.43
2378029015	WASHINGTON	54.23
2425068008	VEECK PARK	456.36
3454039030	VEECK PARK-WP	1,048.12
6583006139	BURLINGTON PARK	24.70
7011157008	NS CBQ RR	31.08
7011378007	PIERCE PARK	191.48
7011481018	WALNUT STREET	25.60
7093551008	KLM LODGE	859.57
7093551008	KLM LODGE	214.89
7261620005	SAFETY TOWN	20.87
8521083007	ROBBINS PARK	609.46
8521342001	TRAIN STATION	565.55
8521400008	WATER PLANT	35.65
Check Date 2/12/2021 Total For Check # 108451		6,617.78
COMED		
8605174005	BROOK PARK	395.11
8605437007	POOL	634.33
8689206002	ELEANOR PARK	35.93
8689480008	STOUGH PARK	19.91
8689640004	BURNS FIELD	23.20



Warrant Register 1734

Invoice	Description	Invoice/Amount
	Check Date 2/12/2021 Total For Check # 108452	1,108.48
COMMERCIAL COFFEE SERVICE		
159608	PUB SVC COFFEE	234.00
159848	COFEE & CREAM	115.80
	Check Date 2/12/2021 Total For Check # 108453	349.80
CONSTELLATION NEWENERGY		
19246807801	TRANSFORMER-12/17 TO 1/20/21	1,926.84
19246543001	908 ELM 12/17 TO 1/20/21	237.04
	Check Date 2/12/2021 Total For Check # 108454	2,163.88
CORE & MAIN LP		
N608694	TAPPING BRASS	828.02
N629086	1 1/2" OMNI METERS/FLANGE KIT	2,680.00
N629126	3/4" IPERL METERS	1,453.50
N629182	TAPPING CLAMPS	420.87
M130725	CREDIT IPERL METERS	-58.00
	Check Date 2/12/2021 Total For Check # 108455	5,324.39
CORRPRO WATERWORKS		
633120	ANNUAL STANDPIPE CATHODIC PROTECT INSPECT	925.00
	Check Date 2/12/2021 Total For Check # 108456	925.00
COURTNEYS SAFETY LANE		
3016096	SAFETY INSPECTION #12	40.50
	Check Date 2/12/2021 Total For Check # 108457	40.50
CUMMINS NPOWER, LLC		
F2-10272	EMERG REPAIR-COOLING SYSTEM	2,758.28
F2-10759	MAINTENANCE ON ENGINE #84	7,313.53
	Check Date 2/12/2021 Total For Check # 108458	10,071.81
DIRECT ADVANTAGE INC		
1946	RECRUITMENT VIDEO	500.00
	Check Date 2/12/2021 Total For Check # 108459	500.00
DUPAGE WATER COMMISSION		
01-1200-00-JAN21	WATER CHARGES 12/31-1/31/21	346,488.52
	Check Date 2/12/2021 Total For Check # 108460	346,488.52
ESSCOE LLC		
44466	PARKING DECK INSPECT FIRE/SPRINKLER ALARM	2,658.00
	Check Date 2/12/2021 Total For Check # 108461	2,658.00



Warrant Register 1734

Invoice	Description	Invoice/Amount
ETP LABS, INC		
21-52487	VEECK CSO EMERGENCY SAMPLE	380.00
	Check Date 2/12/2021 Total For Check # 108462	380.00
EXCELL FASTENER SOLUTIONS		
26673	SNOW PLOW HARDWARE	96.63
	Check Date 2/12/2021 Total For Check # 108463	96.63
FACTORY MOTOR PARTS CO		
50-3214621	DEF FLUID	211.80
	Check Date 2/12/2021 Total For Check # 108464	211.80
FCWRD		
009575-000 JAN21	SEWER-11/28/20-1/25/21	30.30
	Check Date 2/12/2021 Total For Check # 108465	30.30
FIRE PROTECTION COMPANY		
10	12-11-20 QTRLY FIRE SPRINKLER INSPECT	203.00
10	12-11-20 QTRLY FIRE SPRINKLER INSPECT	406.00
10	12-11-20 QTRLY FIRE SPRINKLER INSPECT	203.00
10	12-11-20 QTRLY FIRE SPRINKLER INSPECT	203.00
	Check Date 2/12/2021 Total For Check # 108466	1,015.00
FULLERS SERVICE CENTER IN		
40	SEPT20 CBD & PARKS REFUSE REMOVAL	1,560.00
41	NOV20 CBD & PARKS REFUSE REMOVAL	1,170.00
	Check Date 2/12/2021 Total For Check # 108467	2,730.00
GALLAGHER, TOM		
011921	DUES PAYMENT ISA/IAA	190.00
011621	OT SNOW MEAL 1/16/21	8.68
012921	OT SNOW MEAL 1/29/21	10.35
	Check Date 2/12/2021 Total For Check # 108468	209.03
GALLS		
017420280	UNIFORMS	52.20
017344161	UNIFORMS	1,000.96
017344498	UNIFORMS	198.98
017355144	UNIFORMS	821.27
	Check Date 2/12/2021 Total For Check # 108469	2,073.41
GIULIANOS PIZZA		
163	MAINBREAK OT MEAL 1/15/21	40.50
	Check Date 2/12/2021 Total For Check # 108470	40.50



Warrant Register 1734

Invoice	Description	Invoice/Amount
GOVTEMPS USA, LLC		
3667943	CASTELLANOS HOURS 1/17, 1/24	588.00
3667944	MCLAUGHLIN HOURS 1/17, 1/24	7,007.00
3667945	PARCH HOURS 1/17, 1/24	3,696.00
3667946	NOBLE HOURS 1/24	784.00
Check Date 2/12/2021 Total For Check # 108471		12,075.00
GRAINGER, INC.		
9787048249	MNTG TRACK FOR LIGHTING TIMER FOR ICE RINK	2.48
9786334335	ELECTRONIC TIMER FOR ICE RINK LIGHTS	382.97
9781485876	WELL 5 HEATER REPAIR	23.30
9781485884	PARTS FOR WELLHOUSE 5 HEATER REPAIR	4.14
9779954073	WELLHOUSE 5 HEATER REPAIR FAN MOTOR	211.99
Check Date 2/12/2021 Total For Check # 108472		624.88
HEALY ASPHALT COMPANY LLC		
26373	COLD PATCH	625.80
Check Date 2/12/2021 Total For Check # 108473		625.80
HITCHCOCK DESIGN GROUP		
25651	REIMBURSABLE EXP/REVIEW PLAN BEAUTIFICATION	650.00
25652	DOWNTOWN DINING CONCEPT PLAN	5,000.00
Check Date 2/12/2021 Total For Check # 108474		5,650.00
HOME DEPOT CREDIT SERVICE		
DEC20	DEC20 MISC HARDWARE/SUPPLIES	74.75
DEC20	DEC20 MISC HARDWARE/SUPPLIES	121.84
DEC20	DEC20 MISC HARDWARE/SUPPLIES	70.96
DEC20	DEC20 MISC HARDWARE/SUPPLIES	23.76
DEC20	DEC20 MISC HARDWARE/SUPPLIES	149.00
DEC20	DEC20 MISC HARDWARE/SUPPLIES	125.02
DEC20	DEC20 MISC HARDWARE/SUPPLIES	56.95
DEC20	DEC20 MISC HARDWARE/SUPPLIES	30.48
DEC20	DEC20 MISC HARDWARE/SUPPLIES	75.58
DEC20	DEC20 MISC HARDWARE/SUPPLIES	27.95
DEC20	DEC20 MISC HARDWARE/SUPPLIES	11.97
Check Date 2/12/2021 Total For Check # 108475		768.26
ILLINOIS ASSOC PROPERTY & EVIDENCE MGRS		
57825	MEMBERSHIP	35.00
Check Date 2/12/2021 Total For Check # 108476		35.00



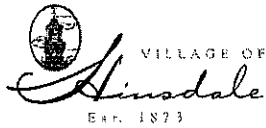
Warrant Register 1734

Invoice	Description	Invoice/Amount
ILLINOIS TOLLWAY		
G125000005610	ANNUAL TRANSPONDER FEE 10/20-12/20	107.15
	Check Date 2/12/2021 Total For Check # 108477	107.15
INDUSTRIAL ELECTRIC		
11903	REPLACEMENT LIGHTS VH	118.76
11904	FIRE ALARM PANEL	78.00
	Check Date 2/12/2021 Total For Check # 108478	196.76
INDUSTRIAL ELECTRIC SUPPLY		
11704	POLICE LPR CAMERA MADISON ST	261.09
11718	NEW OUTLET AT FD IN HOSE TOWER	71.89
11726	NEW FLUORESCENT BULBS AT PD	105.00
11750	BNSF DAMAGED STREETLIGHT POLE	1,415.57
	Check Date 2/12/2021 Total For Check # 108479	1,853.55
INTERNATIONAL EXTERMINATO		
12-1552	DEC20 PEST CONTROL	273.00
	Check Date 2/12/2021 Total For Check # 108480	273.00
INTERSTATE BILLING SERVIC		
3022166360	P/S HOSE - #21	49.59
	Check Date 2/12/2021 Total For Check # 108481	49.59
J JORDAN HOMES		
25591	CONT BD-605 S LINCOLN #25591	3,750.00
	Check Date 2/12/2021 Total For Check # 108482	3,750.00
JSN CONTRACTORS SUPPLY		
84141	WATER MAIN BREAK GLOVES	71.40
	Check Date 2/12/2021 Total For Check # 108483	71.40
JULIE INC		
2021-0758	SEMI ANNUAL JULIE MEMBERSHIP	3,382.93
	Check Date 2/12/2021 Total For Check # 108484	3,382.93
KAMAN FLUID POWER LLC		
G47926-001	HYD COUPLERS-SNOW & ICE EQUIPMENT	153.24
	Check Date 2/12/2021 Total For Check # 108485	153.24
KATHLEEN W BONO CSR		
8584	#V-06-20	678.40
	Check Date 2/12/2021 Total For Check # 108486	678.40



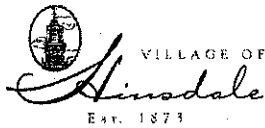
Warrant Register 1734

Invoice	Description	Invoice/Amount
LAKESHORE RECYCLING SYS		
PS338548	STREET SWEEPING	1,586.61
	Check Date 2/12/2021 Total For Check # 108487	1,586.61
LAMBERT, PETE		
012521	OT SNOW MEAL DRINKS 1/25/21	30.70
020321	OT SNOW MEAL 2/3/21	7.97
012621	OT SNOW MEAL 1/26/21	8.29
	Check Date 2/12/2021 Total For Check # 108488	46.96
LAUTERBACH & AMEN, LLP		
52284	ACCOUNTING SVCS DEC 2020	5,360.00
	Check Date 2/12/2021 Total For Check # 108489	5,360.00
LINCHPIN SEO		
16219	KLM MARKETING FEBRUARY 2021	400.00
	Check Date 2/12/2021 Total For Check # 108490	400.00
MAGIC OF GARY KANTOR		
JAN2021	JANUARY 2021 VIRTUAL CLASS	14.00
	Check Date 2/12/2021 Total For Check # 108491	14.00
MARIANI ENTERPRISES		
25650	CONT BD-242 S STOUGH #25650	3,300.00
	Check Date 2/12/2021 Total For Check # 108492	3,300.00
MCCANN INDUSTRIES, INC		
P25251	BACKHOE BREAKER HOSE REPAIR PARTS	162.56
P25246	BACKHOE BREAKER HOSE REPAIR FITTINGS	34.54
	Check Date 2/12/2021 Total For Check # 108493	197.10
MENARDS		
67378	GARFIELD LPR CAMERA PARTS	11.71
67391	SHOVELS	58.85
67391	SHOVELS	149.99
67391	SHOVELS	-149.99
66720	BOLTS FOR UNIT #2 BOX	23.23
	Check Date 2/12/2021 Total For Check # 108494	93.79
MICHAEL TODD & CO INC		
174207	#91 BOBCAT BROOM BRUSHES	578.28
	Check Date 2/12/2021 Total For Check # 108495	578.28



Warrant Register 1734

Invoice	Description	Invoice/Amount
MIDWEST TIME RECORDER		
177361	JAN21 TIME CLOCK PUB SVC	94.60
	Check Date 2/12/2021 Total For Check # 108496	94.60
MILLER, DON		
011621	OT SNOW MEAL 1/16/21	6.54
	Check Date 2/12/2021 Total For Check # 108497	6.54
NAPA AUTO PARTS		
4343-698492	SUPPLIES FOR UTILITY BOX DAMAGE-#2	45.95
4343-695843	OIL FILTER WRENCH	19.99
	Check Date 2/12/2021 Total For Check # 108498	65.94
NICOR GAS		
13270110003	350 N VINE-12/16-1/18/21	518.36
38466010006	121 SYMONDS-12/16-1/15/21	63.54
38466010006	121 SYMONDS-12/16-1/15/21	63.53
90077900000	YOUTH CENTER-12/16-1/17/21 229 SYMONDS	363.65
06677356575	PLATFORM TENNIS-12/17-1/19/21	1,168.49
12952110000	5905 S COUNTY LINE-12/17-1/19/21	342.80
	Check Date 2/12/2021 Total For Check # 108499	2,520.37
O'LEARY'S CONTRACTORS EQUIP & SUPPLY		
367196	NEW LED LIGHT UNIT #91	95.00
367172	BOBCAT RENTAL FOR #91	760.00
	Check Date 2/12/2021 Total For Check # 108500	855.00
120 WASHINGTON LLC		
26957	CONT BD-5 W SECOND ST #26957	500.00
	Check Date 2/12/2021 Total For Check # 108501	500.00
BERGMANIENE, DIANA		
25612	CONT BD-1206 CHANTICLEER #25612	1,000.00
	Check Date 2/12/2021 Total For Check # 108502	1,000.00
BOYD, TRACY		
219265	ADULT AND TOT SPORTS STOP CANCELLED	54.00
	Check Date 2/12/2021 Total For Check # 108503	54.00
BRADFORD & KENT CUSTOM BLDRS		
25771	CONT BD-27 E WALNUT #25771	9,000.00
	Check Date 2/12/2021 Total For Check # 108504	9,000.00



Warrant Register 1734

Invoice	Description	Invoice/Amount
BREMMER, THOMAS		
25495	CONT BD-621 W WALNUT #25495	10,000.00
	Check Date 2/12/2021 Total For Check # 108505	10,000.00
BREMNER, THOMAS		
25361	ST MGMT-621 W WALNUT #25361	3,000.00
	Check Date 2/12/2021 Total For Check # 108506	3,000.00
CREBER CONSTRUCTION		
23213	CONT BD-24 S OAK #23213	1,250.00
	Check Date 2/12/2021 Total For Check # 108507	1,250.00
CREBER CONSTRUCTION		
22502	CONT BD-24 S OAK #22502	1,750.00
	Check Date 2/12/2021 Total For Check # 108508	1,750.00
CREBER CONSTRUCTION		
16938	ST MGMT-122 MAUMELL #16938	3,000.00
	Check Date 2/12/2021 Total For Check # 108509	3,000.00
CREBER CONSTRUCTION		
21958	STMWR BD-5828 S GRANT #21958	6,000.00
	Check Date 2/12/2021 Total For Check # 108510	6,000.00
CREBER CONSTRUCTION		
21957	ST MGMT-5828 S GRANT #21957	3,000.00
	Check Date 2/12/2021 Total For Check # 108511	3,000.00
MARIANI LANDSCAPE		
24927	CONT BD-914 S COUNTY LINE #24927	1,000.00
	Check Date 2/12/2021 Total For Check # 108512	1,000.00
MCGINTY BROS, INC		
METER #98797197	HYDRANT METER DEPOSIT REFUND	2,000.00
METER #98797197	HYDRANT METER DEPOSIT REFUND	-28.63
	Check Date 2/12/2021 Total For Check # 108513	1,971.37
OAKWOOD CONTRACTORS, INC		
26118	CONT BD-500 E OGDEN #26118	10,000.00
	Check Date 2/12/2021 Total For Check # 108514	10,000.00
OAKWOOD ELECTRIC & GENERATOR		
25725	CONT BD-409 S GRANT #25725	500.00
	Check Date 2/12/2021 Total For Check # 108515	500.00



Warrant Register 1734

Invoice	Description	Invoice/Amount
OAKWOOD ELECTRIC & GENERATOR		
25770	CONT BD-745 S OAK #25770	500.00
	Check Date 2/12/2021 Total For Check # 108516	500.00
PEZZA LANDSCAPING INC		
METER #83079289	HYDRANT METER DEPOSIT REFUND	2,000.00
METER #83079289	HYDRANT METER DEPOSIT REFUND	-146.77
	Check Date 2/12/2021 Total For Check # 108517	1,853.23
SHEDD, JAMIE		
219247	SPORTSTERS AND LUNCHSTERS CANCELLED	114.00
	Check Date 2/12/2021 Total For Check # 108518	114.00
UNKE, BRYAN P		
26095	CONT BD-320 N COUNTY LINE #26095	500.00
	Check Date 2/12/2021 Total For Check # 108519	500.00
WEXWAY, LLC		
24272	ST MGMT-314 W SECOND #24272	3,000.00
	Check Date 2/12/2021 Total For Check # 108520	3,000.00
WEXWAY, LLC		
24271	CONT BD-314 W SECOND #24271	10,000.00
	Check Date 2/12/2021 Total For Check # 108521	10,000.00
ORBIS SOLUTIONS		
5571105	FEB21 MONTHLY IT SVC CONTRACT	13,744.00
	Check Date 2/12/2021 Total For Check # 108522	13,744.00
PENTEGRA SYSTEMS		
62158	NETWORK SWITCH PARKING DECK CAMERAS	3,000.00
	Check Date 2/12/2021 Total For Check # 108523	3,000.00
PHILLIPS FLORIST		
0595498	PLANT-PIONTKOWSKI FAMILY	71.95
	Check Date 2/12/2021 Total For Check # 108524	71.95
POMPS TIRE SERVICE, INC.		
470078331	REPLACE FRONT TIRES ON MEDIC 84	660.00
470078539	REAR TIRES #11	694.64
	Check Date 2/12/2021 Total For Check # 108525	1,354.64
PREMIER OCCUPATIONAL HLTH		
95899	PHYSICAL EXAM	80.00
	Check Date 2/12/2021 Total For Check # 108526	80.00



Warrant Register 1734

Invoice	Description	Invoice/Amount
QUADIENT INC		
58167832	METER RENTAL/MAINTENANCE	111.88
58167832	METER RENTAL/MAINTENANCE	249.02
Check Date 2/12/2021 Total For Check # 108527		360.90
RAY O'HERRON CO INC		
2081314-IN	3 PROBATIONARY BADGES	276.12
2081471-IN	3 FLEECE PULL OVERS	231.00
2081439-IN	3 WHITE POLOS	104.98
2082644-IN	SUPPLIES	170.83
Check Date 2/12/2021 Total For Check # 108528		782.93
RAY OHERRON CO INC		
2083830-IN	NAME PLATE	18.00
Check Date 2/12/2021 Total For Check # 108529		18.00
REGIONAL TRUCK EQUIPMENT		
225211	CUTTING EDGES - #34 & #11	372.30
Check Date 2/12/2021 Total For Check # 108530		372.30
REMPE-SHARPE & ASSOCIATES INC		
27778	2021 8TH ST RECONSTRUCT DESIGN BOT 11/17/20	9,616.44
27779	S GARFIELD RECONSTRUCT DESIGN BOT 12/8/20	6,940.80
27776	2020/21 MAINTENANCE PROJ BOT 2/4/20	2,024.40
27777A	2020/21 MAINTENANCE PROJ BOT 2/4/20	9,600.00
Check Date 2/12/2021 Total For Check # 108531		28,181.64
REPUBLIC SERVICES #551		
0551-01504257	PS REFUSE ROLLOFF & OVERAGE	182.96
0551-015038486	CONTAMINATED RECYCLING DUMPSTER AT KLM LODGE	177.00
Check Date 2/12/2021 Total For Check # 108532		359.96
ROEHN, RICH		
020121	OT SNOW MEAL 2/1/21	51.64
02012021	OT SNOW MEAL 2/1/21	67.24
Check Date 2/12/2021 Total For Check # 108533		118.88
SEDLACEK, JAMES		
011621	OT SNOW MEAL 1/16/21	7.20
Check Date 2/12/2021 Total For Check # 108534		7.20
SERVICE FORMS & GRAPHICS		
0102023	BUISNESS CARDS	51.74
Check Date 2/12/2021 Total For Check # 108535		51.74



Warrant Register 1734

Invoice	Description	Invoice/Amount
SHERWIN WILLIAMS		
0064-3	PD OFFICE PAINT	53.92
	Check Date 2/12/2021 Total For Check # 108536	53.92
SIKICH, LLP		
485848	PROGRESS BILLING FOR AUDIT 12/31/20	4,000.00
	Check Date 2/12/2021 Total For Check # 108537	4,000.00
SPRINT		
977740515-228	PHONE CHARGES 12/24-1/23/21	226.59
977740515-228	PHONE CHARGES 12/24-1/23/21	45.32
977740515-228	PHONE CHARGES 12/24-1/23/21	684.43
977740515-228	PHONE CHARGES 12/24-1/23/21	412.53
977740515-228	PHONE CHARGES 12/24-1/23/21	45.32
977740515-228	PHONE CHARGES 12/24-1/23/21	90.63
977740515-228	PHONE CHARGES 12/24-1/23/21	45.32
977740515-228	PHONE CHARGES 12/24-1/23/21	90.63
977740515-228	PHONE CHARGES 12/24-1/23/21	181.27
977740515-228	PHONE CHARGES 12/24-1/23/21	90.63
977740515-228	PHONE CHARGES 12/24-1/23/21	90.63
977740515-228	PHONE CHARGES 12/24-1/23/21	407.85
977740515-228	PHONE CHARGES 12/24-1/23/21	90.64
	Check Date 2/12/2021 Total For Check # 108538	2,501.79
STARGUARD ELITE LLC		
1430	B. POWELL LIFEGUARD INSTRUCTOR TRAINING	150.00
	Check Date 2/12/2021 Total For Check # 108539	150.00
SUBURBAN DOOR CHECK		
IN532457	LOCK REPLACEMENT-HUMANE SOCIETY	216.40
	Check Date 2/12/2021 Total For Check # 108540	216.40
SUBURBAN LABORATORIES, IN		
184804	DBPR SAMPLES (QUARTERLY)	420.00
	Check Date 2/12/2021 Total For Check # 108541	420.00
SWANK MOVIE LICENSING USA		
BO177164	MOVIE LICENSING 2021 MOVIES IN THE PARK	1,280.00
	Check Date 2/12/2021 Total For Check # 108542	1,280.00
TERRACE SUPPLY CO		
544718	MIG WELDER GUN	357.35
	Check Date 2/12/2021 Total For Check # 108543	357.35

**Warrant Register 1734**

Invoice	Description	Invoice/Amount
THE BLUE LINE		
41106	AD FOR POLICE OFFICER	298.00
	Check Date 2/12/2021 Total For Check # 108544	298.00
THE HINSDALEAN		
8645	BID NOTICE-CHGO AVE WATER MAIN	117.60
8684	PUBLIC NOTICE-LEGAL	182.70
8711	#V-07-20, #V-02-21, #V-01-21	220.50
8711	#V-07-20, #V-02-21, #V-01-21	191.10
8711	#V-07-20, #V-02-21, #V-01-21	182.70
	Check Date 2/12/2021 Total For Check # 108545	894.60
THE POLICE & SHERIFFS		
142794	ID CARD	17.55
	Check Date 2/12/2021 Total For Check # 108546	17.55
THIRD MILLENIUM		
25768	V-PAY ONLINE HOSTED SERVER FEE 2/15/21 TO 2/14/22	1,828.80
25762	2/15/21- 2/14/22 VEH ONLINE ANNUAL MAINT	1,209.04
	Check Date 2/12/2021 Total For Check # 108547	3,037.84
TOSHIBA BUSINESS		
5456977	MAINT COPIER FD 11/20-1/31/21 SCI1FJ15876	167.03
	Check Date 2/12/2021 Total For Check # 108548	167.03
TPI BLDG CODE CONSULTANT		
202101	JAN21 3RD PARTY PLUMBING INSPECTIONS	1,650.00
	Check Date 2/12/2021 Total For Check # 108549	1,650.00
TRESSLER, LLP		
426409	PROF FEES THRU 1/31/21 #011269-00010	48.00
426480	PROF FEES THRU 1/31/21 #011269-00009	264.00
426478	PROF FEES THRU 2/5/21 #011269-00000	1,500.00
426479	PROF FEES THRU 1/31/21 #011269-00002	605.00
	Check Date 2/12/2021 Total For Check # 108550	2,417.00
TRUSTWORTHY CLEANING		
24	JANUARY LODGE CLEANING	1,620.00
	Check Date 2/12/2021 Total For Check # 108551	1,620.00
UNDERGROUND PIPE		
046950	FIRE HYDRANT REPAIR PARTS	2,185.00
	Check Date 2/12/2021 Total For Check # 108552	2,185.00


Warrant Register 1734

Invoice	Description	Invoice/Amount
US WATERPROOFING & CONSTR		
26081	CONT BD-5635 S OAK #26081	500.00
	Check Date 2/12/2021 Total For Check # 108553	500.00
VERIZON WIRELESS		
9871882486	12/24/20-1/23/21 IPADS/SECURITY CAMS	110.66
9871882486	12/24/20-1/23/21 IPADS/SECURITY CAMS	36.89
9871882486	12/24/20-1/23/21 IPADS/SECURITY CAMS	110.66
9871882486	12/24/20-1/23/21 IPADS/SECURITY CAMS	331.99
	Check Date 2/12/2021 Total For Check # 108554	590.20
VILLAGE TRUE VALUE HDWE		
241665	PLUMBING SUPPLIES	7.06
220228	FOAM FOR WELL HOUSE #5	12.56
241785	PAINT FOR UNIT #11 PLOW	11.23
	Check Date 2/12/2021 Total For Check # 108555	30.85
VULCAN CONST MATERIALS LL		
32539422	CA-6 STONE BACKFILL (3 LOADS)	836.38
	Check Date 2/12/2021 Total For Check # 108556	836.38
WAREHOUSE DIRECT INC		
4874842-0	JANITORIAL SUPPLIES	174.92
4867625-0	JANITORIAL SUPPLIES	146.57
4866571-0	OFFICE SUPPLIES	88.36
4877945-0	OFFICE SUPPLIES	47.70
4872582-0	SUPPLIES	207.99
4873131-0	FREIGHT ON SUPPLIES	68.50
4881714-0	OFFICE SUPPLIES	144.74
C4865909-0	TONER RETURN	-59.99
	Check Date 2/12/2021 Total For Check # 108557	818.79
WARREN OIL COMPANY		
W1364058	JAN21 DIESEL FUEL	667.76
W1364058	JAN21 DIESEL FUEL	1,988.30
W1364058	JAN21 DIESEL FUEL	226.91
W1364058	JAN21 DIESEL FUEL	172.71
W1364058	JAN21 DIESEL FUEL	129.04
	Check Date 2/12/2021 Total For Check # 108558	3,184.72
WEX BANK		
69878123	JAN21 UNLEADED FUEL	65.27



Warrant Register 1734

Invoice	Description	Invoice/Amount
69878123	JAN21 UNLEADED FUEL	249.87
69878123	JAN21 UNLEADED FUEL	2,710.65
69878123	JAN21 UNLEADED FUEL	1,014.16
69878123	JAN21 UNLEADED FUEL	307.45
69878123	JAN21 UNLEADED FUEL	53.93
69878123	JAN21 UNLEADED FUEL	71.69
69878123	JAN21 UNLEADED FUEL	786.81
69878123	JAN21 UNLEADED FUEL	512.47
	Check Date 2/12/2021 Total For Check # 108559	5,772.30
WIGHT CONSTRUCTION		
INVOICE 23A	PAYMENT APPLICATION #23A	8,009.55
PAYMENT #24	PAYMENT #24 PARKING DECK-VOB 2/15/18	301,687.38
PAYMENT #25	PAYMENT #25 PARKING DECK-VOB 2/15/18	8,699.70
	Check Date 2/12/2021 Total For Check # 108560	318,396.63
WILLOWBROOK FORD INC		
5149739	RECLINER HANDLE- VEHICLE #6	14.29
	Check Date 2/12/2021 Total For Check # 108561	14.29
WODKA, MARK		
FALL2020	TUITION REIMBURSEMENT	1,156.00
	Check Date 2/12/2021 Total For Check # 108562	1,156.00
LAUTERBACH & AMEN, LLP		
51074	4/30/20 GASB 74/75 REPORT	850.00
	Check Date 2/11/2021 Total For Check # 108563	850.00
	Total For ALL Checks	944,377.13



Warrant Summary by Fund:

RECAP BY FUND	FUND NUMBER	FUND TOTAL
GENERAL FUND	100	145,946.92
CAPITAL PROJECTS FUND	400	346,851.07
WATER & SEWER OPERATIONS FUND	600	373,161.05
ESCROW FUND	720	72,550.00
PAYROLL REVOLVING FUND	740	5,868.09
	TOTALS:	944,377.13
END OF REPORT		



REQUEST FOR BOARD ACTION

Administration

AGENDA SECTION: Consent - ACA

SUBJECT: Approval of an Ordinance to Dispose of Village Owned Property

MEETING DATE: February 16, 2021

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

Recommended Motion

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

Background

Exhibit A attached to the Ordinance contains items that will be sold or disposed.

Discussion & Recommendation

The Village is recommending the items listed in Exhibit A be declared as surplus, and will be sold on a public auction site or properly disposed. Items being declared surplus include non-working and/or functionally obsolete computers, IT peripherals, pool chairs and torpedo heaters.

Budget Impact

None

Village Board and/or Committee Action

This action is included on the Consent Agenda without the benefit of a First Reading because it is a routine item per the Village's approved meeting policy.

Documents Attached

1. Ordinance
2. Exhibit A inventory form

VILLAGE OF HINSDALE

ORDINANCE NO. _____

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

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

WHEREAS, it has been determined by the President and Board of Trustees of the Village of Hinsdale to sell said property on the E-Bay Auction website (www.ebay.com) or other on-line auction service open to public auction or otherwise donate or dispose of the property.

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

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

Section Two: Pursuant to said 65 ILCS 5/11-76-4, the Village Manager is hereby authorized and directed to sell the aforementioned personal property now owned by the Village of Hinsdale on the E-Bay Auction website (www.ebay.com) or other on-line auction service open to public auction, on or after Wednesday, February 17, 2021, to the highest bidder on said property, or otherwise donate or dispose of the property.

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

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

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

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

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

PASSED this 16th day of February 2021

AYES:

NAYS:

ABSENT:

APPROVED this _____ day of _____ 2021

Village President

ATTEST:

Village Clerk

**EXHIBIT A
INVENTORY FORM**

YEAR	ITEM/MAKE	MODEL/STYLE	VIN/Serial NUMBER	MINIMUM BID
IT Equipment				
Unknown	Dell	Optiplex 780 (no hard drive)	no record	n/a - disposal
Unknown	Asus	Veriton X275 (no hard drive)	no record	n/a - disposal
Unknown	Lenovo	ThinkCentre (no hard drive)	no record	n/a - disposal
Unknown	Dell	Dimension 3100 (no hard drive)	no record	n/a - disposal
Unknown	Dell	Dimension 3100 (no hard drive)	no record	n/a - disposal
Unknown	HP	Compaq 8200	MXL23302QY	n/a - disposal
Unknown	Dell	Optiplex 3050 (no hard drive)	74CXKH5	n/a - disposal
Unknown	Dell	Optiplex 3020 (no hard drive)	DCS7983	n/a - disposal
Unknown	Dell	Optiplex 3020 (no hard drive)	95CS6731	n/a - disposal
Unknown	Dell	Optiplex 3010 (no hard drive)	8HJGTV1	n/a - disposal
Unknown	HP	Elite 8300	2UA303N52	n/a - disposal
Unknown	GM-515	Microphone	None	n/a - disposal
Unknown	DE-4080	Mixer	None	\$50.00

REQUEST FOR BOARD ACTION
Public Services & Engineering

AGENDA SECTION: Consent Agenda - EPS

SUBJECT: Brush Hill Ceiling Repairs

MEETING DATE: February 16, 2021

FROM: Jim Piontkowski, Building Maintenance Supervisor
Garrett Hummel, Administrative Analyst

Recommended Motion

Award a contract for Brush Hill Train Station Ceiling Repairs to Smith Plastering Inc., in the amount of \$9,250.

Background

On the evening of November 13, 2020, the electric heat panels in the ceiling of the Brush Hill Train Station fell from their tracks. The panels were located on the north, south, and west section of the ceiling and provided heat to the waiting room. Public Services staff concluded accident was likely caused due to the years of vibration caused by the passing trains. When the heating panel track in the northwest corner failed, it pulled the other heat panels down as well. This caused at least half the ceiling to cave in including the plaster, molding and drywall. Fortunately, nobody was injured during the ceiling collapse.

The area was cleaned and made safe for travelers. Temporary heat was installed for the winter months. Public Services staff requested proposals from several carpentry/plaster contractors to make the necessary repairs to the damaged ceiling. The Village received three (3) qualified proposals from the following companies: Smith Plastering Inc., Kelly Plastering Company, and CRB Commercial Interiors Inc.

Discussion & Recommendation

Public Services staff recommends accepting the proposal from Smith Plastering Inc. in the amount of \$9,250. Smith Plastering will remove and replace ceiling insulation, lath and plaster the sections of the ceiling where the plaster fell, and replace the missing cornice molding. If approved, the work would be completed over the next month.

Budget Impact

The \$9,250 for this project would be charged to the Building Maintenance Division (Account 4400-7299). These are emergency repairs but there are funds available.

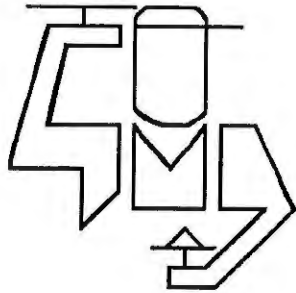
	Smith Plastering	Kelly Plastering Company	CRB Commercial Interiors
Total Bid	\$9,250	\$13,240	\$23,296

Village Board and/or Committee Action

At their meeting of February 2, 2021, the Board agreed to move this item forward to the Consent Agenda of their next meeting.

Documents Attached

1. Smith Plastering Inc. Proposal



**SMITH PLASTERING INC.
18781 FOREST VIEW LANE
LANSING, IL. 60438**

(708) 418-5200

(708) 418-5200 FAX

roger@smithplastering.net

SINCE 1947

PROPOSAL

December 8, 2020

FOR: VILLAGE OF HINSDALE
19 E. CHICAGO AVE.
HINSDALE, IL. 60521

LOCATION: TRAIN STATION
25 E. HINSDALE RD
HINSDALE, IL.

I HEREBY PROPOSE TO FURNISH ALL THE MATERIALS AND PERFORM ALL THE LABOR NECESSARY AS FOLLOWS
CEILING PERIMETER

- REMOVE AND REPLACE INSULATION IN THE CEILINGS WHERE THE HEATERS ARE LOCATED
- INSTALL 1/4 INCH CEMENT BOARD IN THE CEILING WHERE THE HEATERS ARE LOCATED

PLASTER CEILING

- REPLACE ANY DAMAGED OR MISSING INSULATION
- LATH AND PLASTER THE CEILING THE SECTION OF THE CEILING WHERE THE PLASTER HAS FALLEN DOWN
- REPLACE THE MISSING CORNICE MOLDING
- REPAIR ONE ADDITIONAL SECTION OF PLASTER CEILING THAT IS LOOSE

ALL THE ABOVE WORK WILL BE COMPLETED IN SUBSTANTIAL AND WORKMANLIKE MANNER FOR THE SUM OF
NINE THOUSAND TWO HUNDRED FIFTY DOLLARS
(\$9,250.00)

THE ENTIRE AMOUNT OF THE CONTRACT IS TO BE PAID UPON COMPLETION OF THE PLASTERING. FINANCE CHARGES OF 1% PER MONTH WILL BE CHARGED ON ANY UNPAID BALANCE

RESPECTFULLY SUBMITTED,

ROGER DYKSTRA

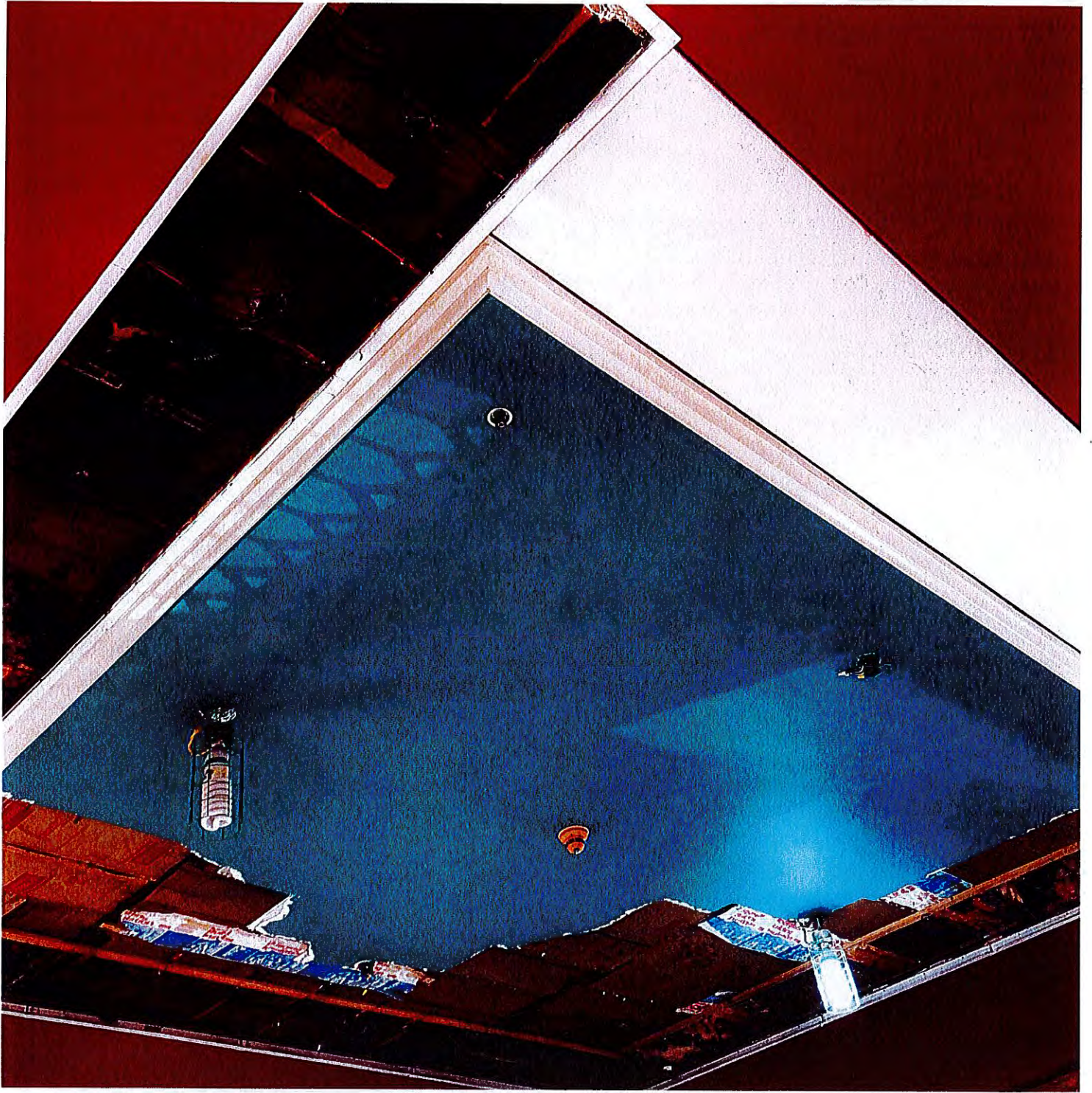
ACCEPTED

YOU ARE HEREBY AUTHORIZED TO FURNISH ALL THE MATERIALS AND LABOR REQUIRED TO COMPLETE THE WORK MENTIONED ABOVE PROPOSAL. FOR WHICH I AGREE TO PAY THE AMOUNT MENTIONED IN SAID PROPOSAL AND ACCORDING TO THE TERMS HEREOF.

ACCEPTED: PER _____

DATE _____













REQUEST FOR BOARD ACTION
Public Services & Engineering

AGENDA SECTION: Consent Agenda - EPS

SUBJECT: Brush Hill Train Station Heating Installation

MEETING DATE: February 16, 2021

FROM: Jim Piontkowski, Building Maintenance Supervisor
Garrett Hummel, Administrative Analyst

Recommended Motion

Award Heating and Cooling Installation Contract for Brush Hill Train Station to Sendra Services Corp., for the purchase and installation of HVAC equipment in the amount of \$11,149.71.

Background

On the evening of November 13, 2020, the electric heat panels in the ceiling of the Brush Hill Train Station fell from their tracks. The panels were located on the north, south, and west section of the ceiling and provided heat to the waiting room. Public Services staff concluded accident was likely caused due to the years of vibration caused by the passing trains. When the heating panel track in the northwest corner failed, it pulled the other heat panels down as well. This caused at least half the ceiling to cave in including the plaster, molding and drywall. Fortunately, nobody was injured during the ceiling collapse.

The area was cleaned and made safe for travelers. Temporary heat was installed for the winter months. Public Services staff explored a variety of solutions for a new heating setup. Staff recommends moving away from the overhead heating panel design and into a setup that includes two wall mounted heating/cooling units.

Public Services staff requested proposals from several HVAC contractors. The Village received three (3) qualified proposals from the following companies: Sendra Services Corp., Volt Electric Inc., and Oak Brook Mechanical Services Inc.

Discussion & Recommendation

Public Services staff recommends accepting the proposal from Sendra Services Corp. in the amount of \$11,149.71. Sendra Services will install two new wall mounted heating/cooling units. These units will provide heat as well as air conditioning for the first time to the Brush Hill Station. The units would be installed on the south wall near the floor with the majority of the unit located outside of the station. If approved, the work would be completed over the next month.

Budget Impact

The \$11,149.71 for this project would be charged to the Building Maintenance Division (Account 4400-7299). These are emergency repairs but there are funds available.

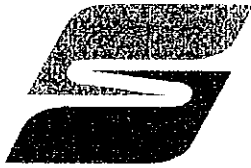
	Sendra Services	Volt Electric	Oak Brook Mechanical
Total Bid	\$11,149.71	\$11,320.00	\$14,608.00

Village Board and/or Committee Action

At their meeting of February 2, 2021, the Board agreed to move this item to the Consent Agenda of their next meeting.

Documents Attached

1. Sendra Services Corp. Proposal



Sendra Service Corp.

9930 W 190th St unit D
Mokena, IL 60448
OFFICE (815) 462-0061

Date: 12/11/2020 R

(RR-01182)

Location: Hinsdale train station

Attn: Jim P

Job description: Electric heater install

Sendra Service is pleased to propose the following quotation:

- Furnish (2) (PTAC) wall unit models as requested Amana or carrier type sized for room
- Work with carpenter or village to set sleeves and install in door shown
- Provide electrical demo from existing heaters to contactors
- Rework three existing heater feeds to contactors
- Furnish and install conduit, supports, wire and terminations for new feeds to new heaters
- Provide startup of new units and check for operation
- Check for proper operation

Price for scope listed above...\$ 11,149.71

Clarifications

Drywall, permits, carpentry, woodwork, lighting, painting are by others,

Exclusions are as follows,

Bonds, permits, inspection fees, any work outside scope of work

Customer acceptance

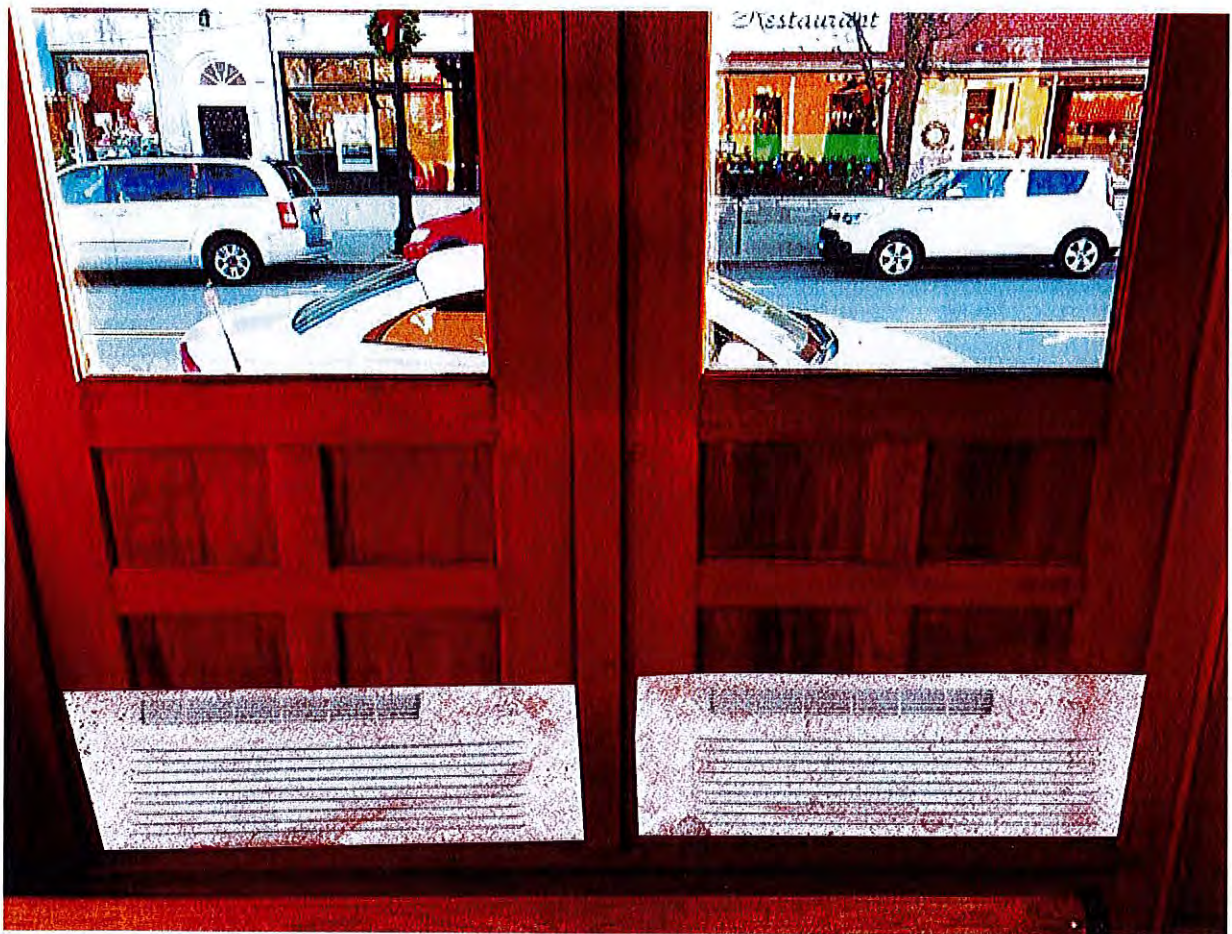
Respectfully Submitted by, Robert Raycroft.
Prices are valid for 30 days.

Robert Raycroft -- Project Manager
Sendra Service Corp.
Office 815-462-0061
Cell 815-530-6123
Email: r.raycroft@sendraservice.com

TERMS AND CONDITIONS

1. **REMITTANCES** - All invoices shall be due upon receipt and payable in United States currency, free of exchange, or any other charges, or as otherwise agreed upon and set forth in writing by Sendra Service Corporation (hereinafter called "Seller"). The Customer, if so requested, agrees to furnish Seller with all information necessary to make a proper credit appraisal, including financial statements, Tax ID number, bank account information, and credit references. A Customer's refusal to supply information may cause this proposal to be withdrawn. Terms of payment originally granted are subject to the approval of continued credit status. Prices are subject to correction for error.
2. **PROPOSALS** - Proposals are based upon straight-time labor unless otherwise stated within the scope of the proposal. Any request by the Customer for overtime work shall be considered an extra to the proposal. This proposal expires 30 days after its date, subject to the provisions of the first sentence of the paragraph below entitled "Acceptance of Terms."
3. **PROGRESS PAYMENTS** - Seller reserves the right to invoice Customer monthly as the work progresses, for all labor and materials delivered to the job site or to an off-site facility and for all work performed on-site or off-site. Engineering, drafting, equipment procurement, and other mobilization costs incurred prior to installation shall be included in Seller's initial invoice and be equal to a minimum of twenty five percent (25%) of the contract price. Invoices are due upon receipt by Customer. If the Customer becomes overdue in any payment, Seller shall be entitled to suspend work, shall be entitled to interest at the rate of 1 1/2% per month or the maximum permitted by the State of Illinois, and to avail itself of any other legal remedies. Seller shall also be entitled to interest on all amounts retained by Customer from progress payments or otherwise. Customer agrees that Customer will pay Seller for all reasonable legal fees that are incurred by Seller in the collection of amounts due and payable hereunder.
4. **CANCELLATION AND SUSPENSION** - Any contract resulting from this proposal is subject to cancellation or instructions to suspend work by the Customer only upon agreement to pay Seller an appropriate cancellation or adjustment charge.
5. **TAXES** - The amount of any future sales, use, occupancy, excise, or other tax, federal, state, or local which Seller hereafter shall be obligated legally to pay, either on its own behalf or the Customer, with respect to the material covered by this proposal, shall be added to such prices and paid by the Customer.
6. **LOSS, DAMAGE OR DELAY** - Seller shall not be liable for any loss, damage, or delay occasioned by any cause beyond Seller's control, including, but not limited to, governmental actions or orders, embargoes, strikes, differences with workmen, fires, floods, accidents, or transportation delays. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL OR SPECIAL DAMAGES TO CUSTOMER FOR ANY REASON.
7. **WARRANTY** - Seller warrants that the equipment supplied and services furnished by it and covered by this proposal are free from defects in material and workmanship under normal use and service and, without charge, equipment found to be so defective in material or workmanship will be repaired or replaced, if written notice of failure is received by Seller within one (1) year after date of installation, provided said equipment has been operated in accordance with Seller's instructions and provided such defects are not due to abuse, fire or decomposition by chemical or galvanic action. THIS EXPRESS WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, GUARANTEES, OR REPRESENTATIONS, EXPRESS OR IMPLIED. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. Seller assumes no responsibility for repairs made on Seller's equipment unless done by Seller's authorized personnel, or by written authority from Seller. Seller makes no guarantee with respect to material not manufactured by it.
8. **PURCHASER'S REMEDIES** - The Customer's remedies with respect to equipment found to be defective in material or workmanship shall be limited exclusively to the right of repair or replacement of such defective equipment. IN NO EVENT SHALL SELLER BE LIABLE FOR CLAIMS (BASED UPON BREACH OF IMPLIED WARRANTY) FOR ANY OTHER DAMAGES, WHETHER DIRECT, IMMEDIATE, FORESEEABLE, CONSEQUENTIAL, OR SPECIAL OR FOR ANY EXPENSES INCURRED BY REASON OF THE USE OR MISUSE OF EQUIPMENT WHICH DOES OR DOES NOT CONFORM TO THE TERMS AND CONDITIONS OF ANY CONTRACT RESULTING FROM THIS PROPOSAL.
9. **REMEDIES OF SELLER** - Prior to the installation of the equipment and materials to be furnished and sold pursuant to this contract, title to said equipment and materials shall remain with the Seller, and, in the case of non-payment, Seller shall be entitled to any and all remedies of an unpaid seller under the Illinois Uniform Commercial Code, including the right of the seller to repossess said equipment and materials with or without legal process. After any or all of said equipment and materials have been installed pursuant to this contract, then as to that part of said equipment and materials which have been installed, and the labor and service related thereto, the Seller shall have the right to place a mechanic's lien against the premises where said equipment and material have been installed pursuant to the applicable statutes and law relating to mechanic's liens for the furnishing of labor and materials.
10. **GOVERNING LAW** - Any contract resulting from this proposal shall be governed by, construed, and enforced in accordance with the laws of the State of Illinois.
11. **ACCEPTANCE OF TERMS** - This proposal shall become a binding contract between the Customer and Seller when accepted in writing by signature of the Customer. Such acceptance shall be with mutual understanding that the terms and conditions of this proposal are a part thereof with the same effect as though signed by both parties named herein and shall prevail over any inconsistent provision of said order.
12. **WRITING REQUIRED TO MODIFY TERMS** - No waiver, alteration, or modification of the terms and conditions on this and the attached hereof shall be binding unless in writing and signed by an authorized representative of Seller.



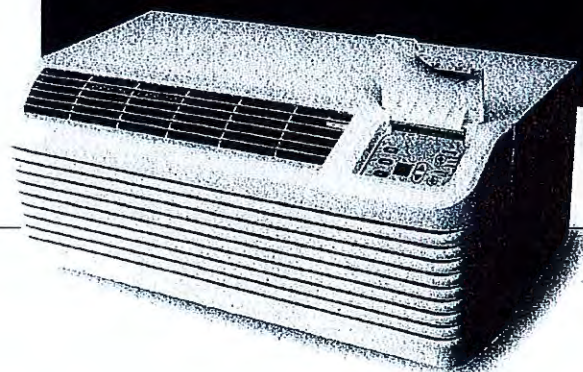
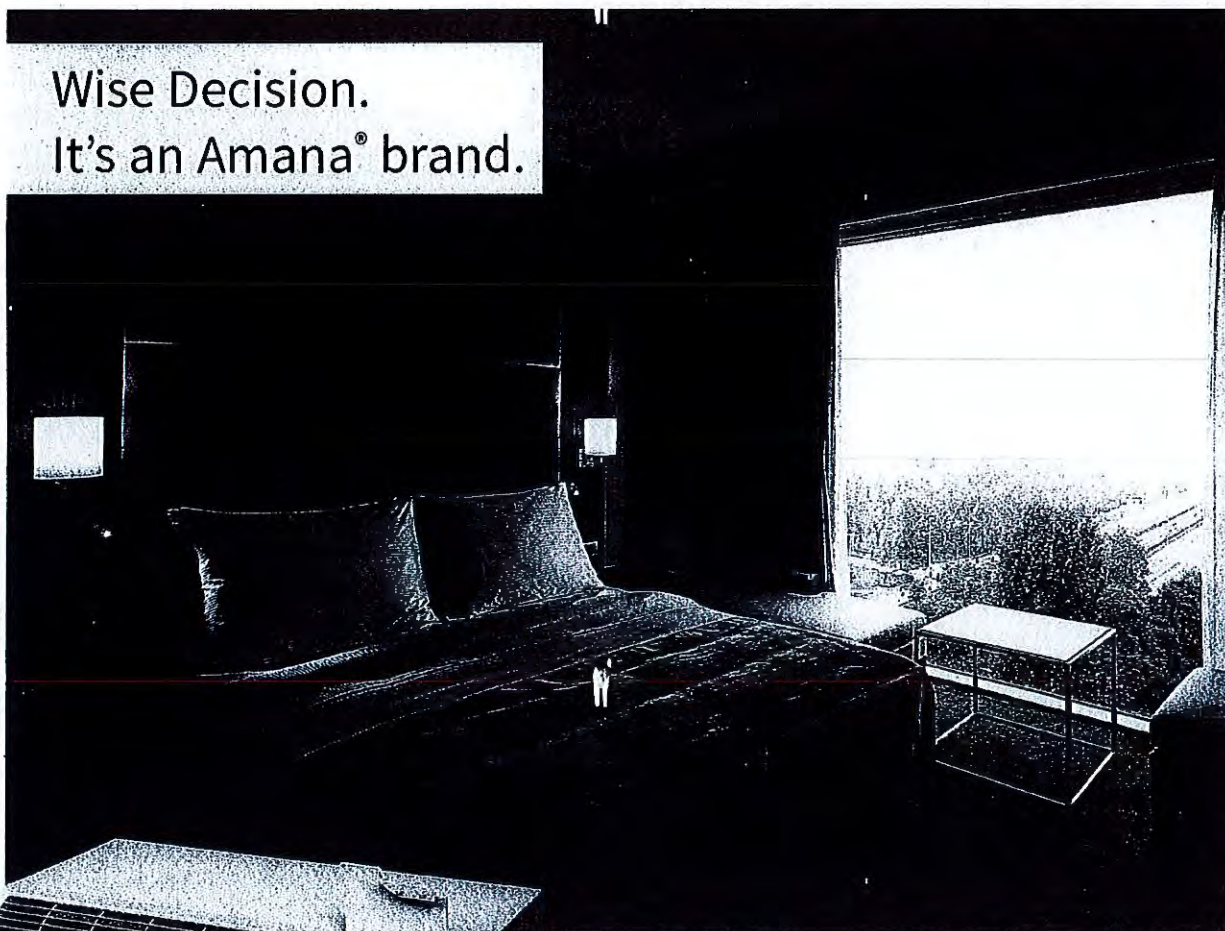




PACKAGE TERMINAL AIR CONDITIONER (PTAC)
AND HEAT PUMP

Specifications and Accessories Catalog

Wise Decision.
It's an Amana® brand.

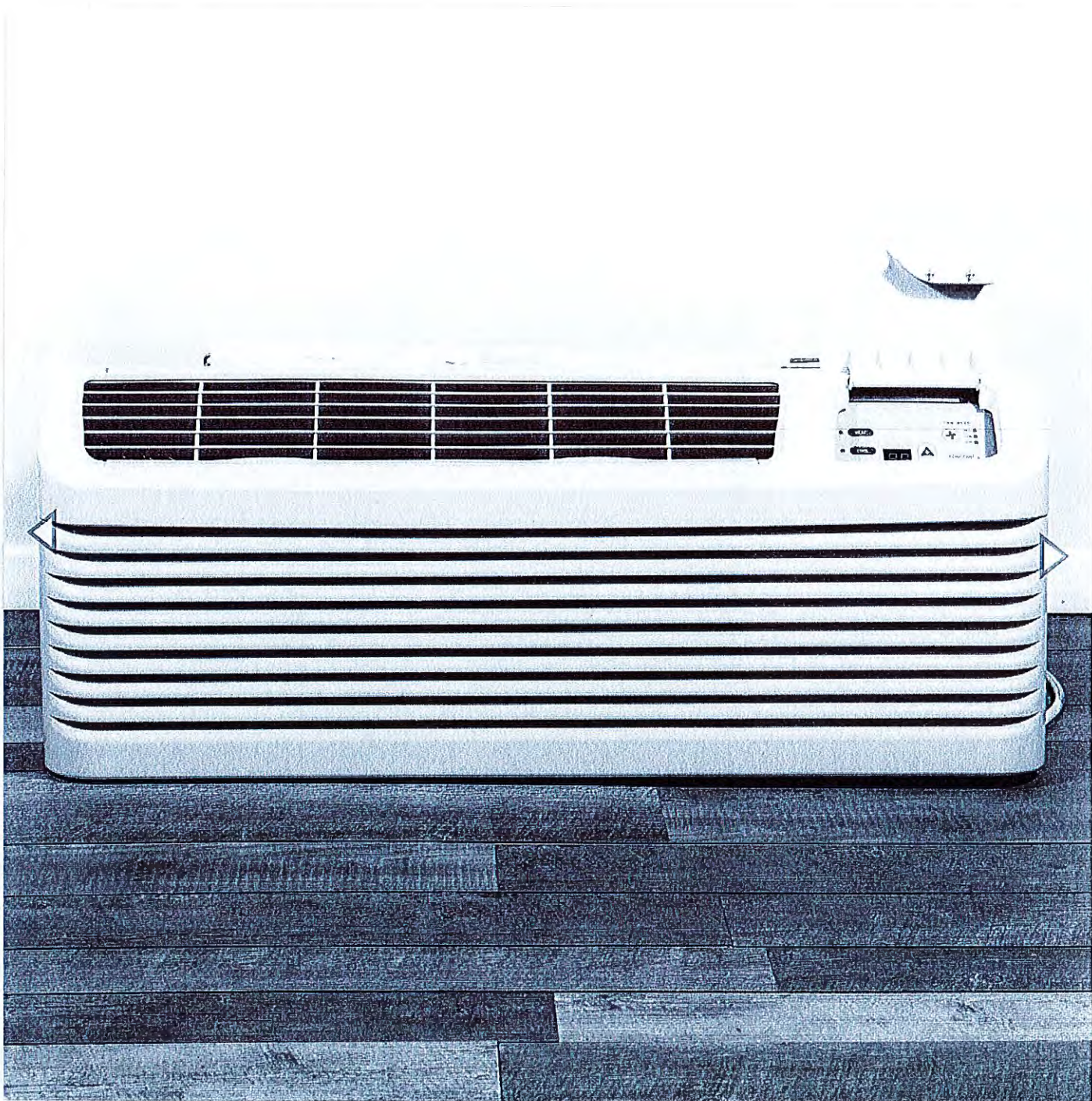


Amana is a registered trademark of Maytag Corporation or its related companies and is used under license to Goodman Company, L.P., Houston, TX, USA. All rights reserved.

Premium Amana®
Brand Quality

Featuring
DigiSmart®

Web-Based
Monitoring



REQUEST FOR BOARD ACTION
Public Services & Engineering

AGENDA SECTION: Consent Agenda - EPS

SUBJECT: Bid #1675 – Tree Maintenance

MEETING DATE: February 16, 2021

FROM: John Finnell, Superintendent of Parks & Forestry
Garrett Hummel, Administrative Analyst

Recommended Motion

To approve the award of Tree Maintenance Bid #1675 to Steve Piper and Sons for tree maintenance services in the amount not to exceed the budgeted amount of \$67,000.

Background

In January of 2021, Public Services Staff solicited sealed bids for tree maintenance services. The bid package for the tree maintenance included the following services; tree removal, stump removal, emergency tree pruning, and emergency tree removal. Public Services staff published the bid package on Monday, January 18, 2021. Public Services staff provided the bid package to twenty-one (21) vendors, placed a legal ad in the Daily Herald, and posted the bid package on the Village website. The bid opening was held on Monday, February 1, 2021 and the Village received three (3) competitive bids.

Discussion & Recommendation

Based upon the unit pricing received (Attachment #1), Public Services staff recommends Steve Piper and Sons for tree maintenance services. Steve Piper and Sons has provided tree maintenance services to the Village since 2018.

Budget Impact

Included in the proposed Calendar Year 2021 budget is \$67,000 in the Tree Maintenance Fund (4300-7257) to contract tree and stump removal and emergency services. Following the initial year, Public Services staff will return for approval from the Board of Trustees to continue the second year of the contract dependent on funding and adequate performance from the contractors.

Village Board and/or Committee Action

Per the Village's approved meeting policy, this award is included on the Consent Agenda without the benefit of a First Reading because it meets the definition for a routine item: it is included in the approved budget, is under budget, and is less than \$100,000.

Documents Attached

1. Tree Maintenance Bid #1675 – Bid Tabulation

Village of Hinsdale	
BID NUMBER:	1675
PROJECT NAME:	Tree Maintenance
DATE:	2/1/21

Steve Pipers & Sons 5% Bid Bond					
Type	Tree Diameter (dbh) Classes	Estimated # of Trees	Estimated Total Diameter	Unit Price per Inch	Extended Total
Tree Removal	1-11"	4	38	\$ 12.25	\$ 465.50
	12-18"	14	217	\$ 11.50	\$ 2,495.50
	19-26"	18	424	\$ 21.00	\$ 8,904.00
	27-36"	21	641	\$26.85	\$ 17,210.85
	37" +	11	437	\$30.50	\$ 13,328.50
					\$ 42,404.35
Type	Tree Diameter (dbh) Classes	Estimated # of Trees	Estimated Total Diameter	Unit Price per Inch	Extended Total
Stump Removal	1-11"	4	38	\$ 7.50	\$ 285.00
	12-18"	14	217	\$ 6.25	\$ 1,356.25
	19-26"	18	424	\$ 6.25	\$ 2,650.00
	27-36"	21	641	\$ 6.25	\$ 4,006.25
	37" +	11	437	\$ 6.25	\$ 2,731.25
					\$ 11,028.75
Grand Total					\$ 53,433.10

Homer Tree Care 5% Bid Bond					
Type	Tree Diameter (dbh) Classes	Estimated # of Trees	Estimated Total Diameter	Unit Price per Inch	Extended Total
Tree Removal	1-11"	4	38	\$ 15.00	\$ 570.00
	12-18"	14	217	\$ 20.00	\$ 4,340.00
	19-26"	18	424	\$ 24.00	\$ 10,176.00
	27-36"	21	641	\$ 26.00	\$ 16,666.00
	37" +	11	437	\$30.00	\$ 13,110.00
					\$ 44,862.00
Type	Tree Diameter (dbh) Classes	Estimated # of Trees	Estimated Total Diameter	Unit Price per Inch	Extended Total
Stump Removal	1-11"	4	38	\$ 7.50	\$ 285.00
	12-18"	14	217	\$ 7.50	\$ 1,627.50
	19-26"	18	424	\$ 7.50	\$ 3,180.00
	27-36"	21	641	\$ 7.50	\$ 4,807.50
	37" +	11	437	\$ 7.50	\$ 3,277.50
					\$ 13,177.50
Grand Total					\$ 58,039.50

Trees "R" Us Inc 5% Bid Bond					
Type	Tree Diameter (dbh) Classes	Estimated # of Trees	Estimated Total Diameter	Unit Price per Inch	Extended Total
Tree Removal	1-11"	4	38	\$ 10.00	\$ 380.00
	12-18"	14	217	\$ 13.00	\$ 2,821.00
	19-26"	18	424	\$ 20.00	\$ 8,480.00
	27-36"	21	641	\$ 25.00	\$ 16,025.00
	37" +	11	437	\$ 27.00	\$ 11,799.00
					\$ 39,505.00
Type	Tree Diameter (dbh) Classes	Estimated # of Trees	Estimated Total Diameter	Unit Price per Inch	Extended Total
Stump Removal	1-11"	4	38	\$ 8.00	\$ 304.00
	12-18"	14	217	\$ 8.00	\$ 1,736.00
	19-26"	18	424	\$ 8.50	\$ 3,604.00
	27-36"	21	641	\$ 8.50	\$ 5,448.50
	37" +	11	437	\$ 9.00	\$ 3,933.00
					\$ 15,025.50
Grand Total					\$ 54,530.50

Company	Emergency Work Tree Removal		Tree Pruning/Trunks	
	In Work Hours	Outside Work Hours	In Work Hours	Outside Work Hours
Steve Pipers & Sons	\$ 102.45	\$ 154.00	\$ 102.45	\$ 154.00
Trees "R" Us	\$ 110.20	\$ 165.40	\$ 110.20	\$ 165.40
Homer	\$ 120.00	\$ 225.00	\$ 150.00	\$ 300.00



AGENDA ITEM # 7g
REQUEST FOR BOARD ACTION

Police Department

AGENDA SECTION: Consent Agenda - ZPS
SUBJECT: Purchase of Body Worn Camera's
MEETING DATE: February 16, 2021
FROM: Brian King, Chief of Police
Thomas Lillie, Deputy Chief of Police

Recommended Motion

Approve the issuance of a purchase order to WatchGuard in the amount of \$42,249.50 to purchase the WatchGuard V300 Body Worn Camera (BWC) for police operations.

Background

The 2021 budget included funding for the Police Department to purchase body worn camera in this fiscal year. Illinois has since passed legislation in both houses that will require police departments to institute a body worn camera program.

Discussion & Recommendation

Reputable vendors of the in-car camera market were researched by village staff, including Panasonic, AXON, and WatchGuard. These vendors are market leaders within the industry and are known for their reliability, ease of use, and in-car integration. The police department's current in-car video and audio recording system is the WatchGuard system which was implemented in 2018. Leveraging a server and software that we currently own, the WatchGuard Body Camera system was significantly cheaper than those of their competitors.

Vender	Quote
WatchGuard	\$42,249.50
Axon	\$128,994
Panasonic	\$55,247

The WatchGuard BWC system meets the criterion outlined in the *Law Enforcement Officer-Worn Body Camera Act*, which includes pre-event recording and the ability to record for 10 hours or more. The total cost of the WatchGuard 4RE System is \$42,249.50 that includes 28 cameras for sworn police officers, maintenance and repair, server space, and an integrated evidence library that includes redaction software for FOIA requests. A three (3) year maintenance and support bundle is included with this cost. The implementation process will include on-site configuration, testing and training.

Budget Impact

The budget amount for this project is \$30,000. Staff's original request was for 16 body worn cameras to cover patrol operations. To be in compliance with the legislation staff is requesting 28 units to cover all sworn personnel including three spares for maintenance and repair. Protests, parade's and other major events where staffing exceeds 16 officers, would

not allow us to operate within the requirements set forth in the Body Worn Camera Act. Staff has applied for a \$10,000 Body Worn Camera Grant through our insurance carrier (IRMA) which will be reimbursed to the Village after purchase of equipment. There are funds available in the capital reserve to cover the remaining cost of \$2,249.50 dollars.

Village Board and/or Committee Action

At their meeting of February 2, 2021, the Board agreed to move this item to the Consent Agenda of their next meeting.

Documents Attached

1. WatchGuard Price Quote



4RE/VISTA Price Quote

CUSTOMER: Hinsdale Police Department

ISSUED: 1/26/2021 3:33 PM

EXPIRATION: 4/21/2021 3:00 PM

ATTENTION: Tom Lillie

SALES CONTACT: Dan Freveletti

PHONE: 630-789-7070

DIRECT:

E-MAIL:

E-MAIL:
daniel.freveletti@motorolasolutions.com

V300 Proposal

VISTA HD Cameras and Options

Part Number	Detail	Qty	Direct	Discount	Total Price
VIS-300-BWC-001	V300, Body Worn Camera, 1080P, WiFi/Bluetooth with Removable Battery	28.00	\$995.00	\$200.00	\$22,260.00
VIS-300-CHG-001	V300, USB Dock, D300, Desktop Charge/Upload Kit Incl. Power and USB Cables	2.00	\$95.00	\$0.00	\$190.00
VIS-300-VEH-002	V300, WiFi Dock, D330, In-Vehicle Charge/Upload Kit, Incl. Cables and Brackets	8.00	\$295.00	\$0.00	\$2,360.00

VISTA HD Warranties

Part Number	Detail	Qty	Direct	Discount	Total Price
WAR-300-CAM-1ST	Warranty, V300 1st Year (Months 1-12) Included	28.00	\$0.00	\$0.00	\$0.00

Evidence Library 4 Web Software and Licensing

Part Number	Detail	Qty	Direct	Discount	Total Price
KEY-EL50SRV-001	Evidence Library, Web Server Site License Key	1.00	\$1,000.00	\$1,000.00	\$0.00
SFW-4RE-DEV-FEE	Evidence Library, 4RE Annual Device License & Support Fee	12.00	\$195.00	\$195.00	\$0.00
SFW-BWC-DEV-FEE	Evidence Library, VISTA/V300 Annual Device License & Support Fee	28.00	\$195.00	\$45.00	\$4,200.00

Shipping and Handling

Part Number	Detail	Qty	Direct	Discount	Total Price
Freight	Shipping/Handling and Processing Charges	1.00	\$420.00	\$420.00	\$0.00
					\$29,010.00

Server Hardware and Options

Server Hardware and Software

Part Number	Detail	Qty	Direct	Discount	Total Price
HDW-4RE-SRV-004	Server, EL5, Tower, 1-10 Concurrent Cars, 16TB, RAID 6, Windows 10, Keyboard, Monitor,	1.00	\$5,995.00	\$0.00	\$599.50

415 E. Exchange Parkway • Allen, TX • 75002
Toll Free (800) 605-6734 • Main (972) 423-9777 • Fax (972) 423-9778
www.WatchGuardVideo.com



4RE/VISTA Price Quote

Mouse					
WAR-SRV-TWR-5YR	Warranty, Tower Server, Extended Warranty to 5 Total Years	1.00	\$650.00	\$0.00	\$0.00
Shipping and Handling					
Part Number	Detail	Qty	Direct	Discount	Total Price
Freight	Shipping/Handling and Processing Charges	1.00	\$0.00	\$0.00	\$0.00
					\$599.50

Technical Services Calculator

WatchGuard Video Technical Services

Part Number	Detail	Qty	Direct	Discount	Total Price
SVC-4RE-ONS-400	Tier 1 Onsite Installation. Includes Project Coordination, One Pre-Deployment IT Call, Provisioning of ELC and Azure AD, Install OS and SQL (if Purchased from WatchGuard), Limited EL Client Installations, Limited Configuring of 4RE Units, Limited MDC App Installations, Interview Room Configuration, Limited Configuration of Body Worn Cameras, Full Testing of WatchGuard Systems, Installation of Evidence Library, Training of Officer and Admin Staff, Limited Vehicle Install Inspections, Vendor Management, Suppo	1.00	\$5,000.00	\$3,500.00	\$1,500.00
					\$1,500.00

4RE and VISTA Proposal

Additional Software and Licensing

Part Number	Detail	Qty	Direct	Discount	Total Price
KEY-WGV-RED-E01	Software, REDACTIVE(sm), Enterprise User License, Rev 3.0	1.00	\$5,995.00	\$1,000.00	\$4,995.00
WAR-WGR-MNT-3YR	REDACTIVE(sm), Software Support & Maintenance, 3-Year Bundle	1.00	\$2,795.00	\$1,295.00	\$1,500.00
Shipping and Handling					
Part Number	Detail	Qty	Direct	Discount	Total Price
Freight	Shipping/Handling and Processing Charges	1.00	\$0.00	\$0.00	\$0.00
					\$6,495.00

4RE and VISTA Proposal

VISTA HD Cameras and Options

Part Number	Detail	Qty	Direct	Discount	Total Price
VIS-VTS-DTC-001	V300 Transfer Station Assy, 8 Cameras, Ethernet, DEV 144, Enhanced ESD Protection	3.00	\$1,495.00	\$300.00	\$3,585.00
WatchGuard Video Technical Services					
Part Number	Detail	Qty	Direct	Discount	Total Price
Freight	Shipping/Handling and Processing Charges	1.00	\$60.00	\$0.00	\$60.00
					\$3,645.00



4RE/VISTA Price Quote

4RE and VISTA Proposal

VISTA HD Cameras and Options

Part Number	Detail	Qty	Direct	Discount	Total Price
HDW-ETH-SWT-005	VISTA HD, 4RE, Smart PoE Switch	8.00	\$250.00	\$125.00	\$1,000.00

Shipping and Handling

Part Number	Detail	Qty	Direct	Discount	Total Price
Freight	Shipping/Handling and Processing Charges	1.00	\$0.00	\$0.00	\$0.00
					\$1,000.00

Total Estimated Tax, may vary from State to State \$0.00

Configuration Discounts \$24,360.50

Additional Quote Discount \$-6,045.50

Total Amount

\$18,315.00

NOTE: This is only an estimate for 4RE & VISTA related hardware, software and WG Technical Services. Actual costs related to a turn-key operation requires more detailed discussion and analysis, which will define actual back-office costs and any costs associated with configuration, support and installation. Please contact your sales representative for more details.

Title and risk of loss for the Equipment will pass to Customer upon shipment by Motorola, notwithstanding any other terms and conditions.

To accept this quotation, sign, date and return with Purchase Order: _____ DATE: _____

**REQUEST FOR BOARD ACTION**
Finance

AGENDA SECTION: Second Reading – ACA

SUBJECT: Annual Appropriations Ordinance

MEETING DATE: February 16, 2021

FROM: Darrell Langlois, Finance Director

Recommended Motion

Move to Approve the Annual Appropriations Ordinance for the Year January 1, 2021 to December 31, 2021.

Background

Attached is the proposed Annual Appropriation Ordinance for Year January 1, 2021 to December 31, 2021. The ordinance represents the legal spending authority for Calendar Year 2021 and is required by state statutes to be adopted by March 31, 2020. It should be noted that although the appropriation ordinance represents the Village's legal spending authority, the Village's budget, which was adopted in December, is the financial plan which the Village operates under throughout the year.

Prior to adopting the ordinance, statutes require that the Village hold a public hearing on the ordinance and that notice of the public hearing be published in the newspaper. The notice of the public hearing was published in the *Hinsdean* on January 21, 2021, and the legally required public hearing on the proposed appropriation ordinance was held on February 2, 2021 prior to first reading of the ordinance.

Discussion & Recommendation

The line items contained in the proposed appropriation ordinance are identical to the Village's Calendar Year 2021 Budget with the exception of Account 1100-7209 Accounting Services, whereby \$83,220 has been appropriated but was not included in the 2021 Budget. This amount is included to cover the blanket purchase order to the firm of Lauterbach and Amen, who is currently providing interim part-time accounting services in the Finance Department. These services will be needed for much of 2021 due to the transition in the Finance Department as well as to address responsibilities that due to turnover and the demands of the ERP project that have been backlogged. Please note that the Village is currently recruiting for part time employee for this role, which may be less costly if we are successful in finding an appropriate candidate.

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

Budget Impact

The Appropriations Ordinance sets the legal spending limit for the Village and is consistent with the annual budget, except for the contingency amounts and the \$83,220 for accounting services noted above.

Village Board and/or Committee Action

On February 2, 2021 the Village Board held the legally required public hearing on this item and the first reading, whereby it was the consensus of the Village Board to place this item on the second reading agenda for February 16, 2021

Documents Attached

1. Annual Appropriations Ordinance for the Year January 1, 2021 to December 31, 2021

VILLAGE OF HINSDALE

ORDINANCE NO. O2021-

**ANNUAL APPROPRIATION ORDINANCE
FOR THE YEAR JANUARY 1, 2021, TO DECEMBER 31, 2021**

WHEREAS, a proposed appropriation ordinance for the Village of Hinsdale for the year ending December 31, 2021, upon which this Annual Appropriation Ordinance is based, was heretofore duly prepared and made conveniently available to the public for at least 10 days prior to the public hearing described below and for at least 10 days prior to the adoption of this Annual Appropriation Ordinance, all in accordance with the requirements of Section 8-2-9 of the Illinois Municipal Code, 65 ILCS 5/8-2-9; and

WHEREAS, the Board of Trustees of the Village of Hinsdale, pursuant to notice duly published on January 21, 2021 in the Hinsdalean in accordance with the requirements of said Section 8-2-9 held a public hearing on February 2, 2021, for the purpose of hearing and considering testimony regarding the proposed appropriation ordinance. Due to the ongoing public health emergency, and consistent with the Governor's most recent emergency declaration, various Executive Orders entered by the Governor, and the recent amendments made to the Open Meetings Act in Public Act 101-640, the public hearing was conducted electronically; and

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

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

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

Section 2. General Corporate Appropriations. The following sums of money, or so much thereof as may be authorized by law, are deemed necessary to defray all necessary expenses and liabilities of the Village of Hinsdale for the year commencing on January 1, 2021, and ending December 31, 2021, and the same shall be, and they are hereby, appropriated for the objects and purposes hereinafter specified:

CY 2021 Appropriation Ordinance

Corporate Fund - 100

Finance and Administration-Department 11

Appropriation

7001	Full-Time Salaries	968,187
7003	Part-Time Salaries	36,654
7005	Longevity Pay	1,300
7009	Vehicle Allowance	9,800
7011	Overtime	8,000
7023	Water Fund Cost Allocation	(858,584)
7101	Social Security	55,466
7103	Medicare	14,570
7105	IMRF	109,559
7111	Health Insurance	169,219
7113	Dental Insurance	3,696
7115	Life Insurance	2,224
7131	Tuition Reimbursement	5,000
7133	Mileage Reimbursement	200
7135	Brd of Police/Fire Comm.	64,650
7137	Employment Advertising	2,500
7139	Personnel Expenses	2,680
7141	Staff Development & Training	14,400
7143	Membership Dues/Subscriptions	22,917
7149	Village-Wide Employee Relations	11,800
7201	Legal Expenses	350,000
7207	Auditing Services	35,126
7209	Accounting Services	83,220
7211	Actuarial Services	16,400
7213	Consulting Services	216,750
7215	Tollway /Lobbying Expenditures	58,000
7221	IT Service Contract	190,000
7223	IT Contracts & Service Agreements	82,678
7225	Utility Billing Expenses	15,400
7227	Vehicle License Expenses	13,300
7231	Telecommunications	17,175
7233	Cable/Internet	18,800
7249	Record Retention & Doc Mgmt	1,000
7251	Recording Fees-County	2,500
7269	Parking System Expenses	2,200
7299	Other Services	9,500
7301	Postage	14,000
7303	Office Supplies	11,400
7305	Breakroom Supplies	1,200
7307	Printing and Publications	11,800
7391	Computer Hrdwre, Software, Supplies	80,590

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

7405	Comp./Off. Equip. Maint.	14,752
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	60,000
7523	IRMA Premiums	20,675
7525	Self-Insured Deductible	10,000
7591	Contingency	200,000
7740	Transfer to MIP Projects Fund	1,720,000
7901	General Equipment	69,000
7903	Computer Equipment	306,000
7909	Buildings	150,000
Total Finance and Administration		4,528,204

Corporate Fund - 100**Police Department - Department 21****Appropriation**

7001	Full-Time Salaries	2,714,600
7003	Part-Time Salaries	97,347
7005	Longevity Pay	6,800
7009	Vehicle Allowance	1,400
7011	Overtime	250,000
7013	Reimbursable Overtime	50,000
7023	Water Fund Cost Allocation	(20,672)
7101	Social Security	21,925
7103	Medicare	45,126
7105	IMRF	35,827
7107	Police Pension Contributions	637,514
7111	Health Insurance	446,486
7113	Dental Insurance	12,425
7115	Life Insurance	5,902
7133	Mileage Reimbursement	1,000
7139	Personnel Expenses	500
7141	Staff Development & Training	27,050
7143	Membership Dues/Subscriptions	12,851
7145	Uniforms	25,752
7149	Employee Recog & Relations	1,000
7213	Consulting Services	2,325
7223	Data Processing Services	49,302
7231	Telecommunications	38,500
7233	Cable/Internet	2,840
7235	Electric	1,650

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

7237	Natural Gas	5,300
7239	FLAGG Creek Sewer Charge	300
7241	Custodial Services	16,900
7247	Licenses & Permits	1,400
7249	Record Retention & Doc Mgmt	3,000
7263	Dispatch Services	305,876
7269	Parking System Expenses	17,500
7277	Contribution to Other Agencies	20,620
7276	CALEA Accreditation Fee	4,745
7301	Postage	1,000
7303	Office Supplies	6,000
7307	Printing and Publications	3,500
7311	Gasoline & Oil	39,000
7327	Building & Maintenance Supplies	2,000
7341	Citizen's Police Academy	250
7343	Range Supplies	8,800
7353	Medical/Safety Supplies	1,000
7359	Police Department Supplies	9,000
7391	Computer Hrdwre, Software, Supplies	23,016
7401	Building Maintenance	16,000
7403	General Equipment Maintenance	4,850
7405	Comp./Off. Equip. Maint.	6,765
7407	Motor Vehicle Maintenance	19,000
7409	Radio Maintenance	1,400
7417	Parking System Maintenance	1,000
7523	IRMA Premiums	41,956
7525	Self-Insured Deductible	40,000
7901	General Equipment	68,050
7903	Computer Equipment	89,500
7907	Motor Vehicles	93,000
7909	Buildings	62,500
7591	Contingency	269,034
Total Police Department		5,649,712

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

7001	Full-Time Salaries	2,500,844
7003	Part-Time Salaries	50,252
7005	Longevity Pay	11,300
7009	Vehicle Allowance	5,600
7011	Overtime	191,000
7013	Reimbursable Overtime	10,000
7023	Water Fund Cost Allocation	(20,672)

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

7101	Social Security	13,224
7103	Medicare	39,177
7105	IMRF	23,354
7109	Firefighters' Pension Contributions	1,168,077
7111	Health Insurance	375,972
7113	Dental Insurance	11,324
7115	Life Insurance	5,631
7139	Personnel Expenses	500
7141	Staff Development & Training	22,150
7143	Membership Dues/Subscriptions	8,755
7145	Uniforms	38,204
7231	Telecommunications	20,100
7233	Cable/Internet	840
7235	Electric	300
7237	Natural Gas	5,800
7241	Custodial Services	1,170
7247	Licenses & Permits	415
7249	Record Retention & Doc Mgmt	480
7263	Dispatch Services	173,604
7301	Postage	1,000
7303	Office Supplies	4,470
7305	Breakroom Supplies	0
7307	Printing and Publications	1,070
7311	Gasoline & Oil	10,000
7313	Motor Vehicle Supplies	347
7327	Building & Maintenance Supplies	7,640
7329	Tools & Hardware	10,070
7351	Emergency Management Supplies	492
7353	Medical/Safety Supplies	14,976
7355	Hazmat Supplies	5,193
7357	Fire Department Supplies	6,015
7391	Computer Hrdwre, Software, Supplies	13,760
7401	Building Maintenance	26,400
7403	General Equipment Maintenance	10,570
7405	Comp./Off. Equip. Maint.	4,812
7407	Motor Vehicle Maintenance	41,100
7409	Radio Maintenance	15,800
7423	Water System Maintenance	630
7523	IRMA Premiums	38,678
7525	Self-Insured Deductible	28,000
7907	Motor Vehicles	44,500
7909	Buildings	62,500
7591	Contingency	250,271
Total Fire Department		5,255,695

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

7001	Full-Time Salaries	1,362,048
7003	Part-Time Salaries	14,570
7005	Longevity Pay	4,000
7009	Vehicle Allowance	8,400
7011	Overtime	65,000
7023	Water Fund Cost Allocation	(143,314)
7101	Social Security	88,586
7103	Medicare	20,962
7105	IMRF	157,199
7111	Health Insurance	217,466
7113	Dental Insurance	6,841
7115	Life Insurance	3,015
7139	Personnel Expenses	500
7141	Staff Development & Training	7,220
7143	Membership Dues/Subscriptions	9,750
7145	Uniforms	15,384
7147	Overtime Meals	2,200
7203	Engineering & Architects	10,000
7205	Biennial Bridge Inspections	5,000
7213	Consulting Services	5,000
7231	Telecommunications	7,850
7235	Electric	107,000
7237	Natural Gas	19,000
7239	Flagg Creek Sewer Charge	1,500
7241	Custodial Services	54,262
7245	Dumping/Refuse Removal	19,000
7247	Licenses & Permits	325
7253	Street Sweeping	60,750
7255	Mosquito Abatement	55,496
7257	Tree Removals	67,000
7259	Tree Pruning	74,717
7261	Elm/Ash Tree Treatments	177,572
7267	Third Party Review	55,000
7271	Equipment Rental	900
7275	Holiday Decorating	10,092
7299	Other Services	4,300
7301	Postage	1,000
7303	Office Supplies	2,825
7305	Breakroom Supplies	1,100
7307	Printing and Publications	2,375
7311	Gasoline & Oil	22,700
7313	Motor Vehicle Supplies	1,300
7323	Chemicals	100,053
7325	Laboratory Supplies	75
7327	Building Maintenance Supplies	6,200

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

7329	Tools & Hardware	12,385
7331	Trees	92,495
7353	Medical/Safety Supplies	600
7391	Computer Hrdwre, Software, Supplies	3,000
7399	Non-Caitalized Equipment	5,000
7401	Building Maintenance	62,886
7403	General Equipment Maintenance	5,100
7405	Comp./Off. Equip. Maint.	5,240
7407	Motor Vehicle Maintenance	33,745
7409	Radio Maintenance	800
7411	Landscaping & Grounds Maint	72,735
7413	Street & Sidewalk Maintenance	57,174
7415	Traffic & Street Light Maint	50,800
7427	Parking Deck Maintenance	20,000
7523	IRMA Premiums	29,886
7525	Self-Insured Deductible	36,000
7909	Buildings	225,000
7591	Contingency	171,253
Total Public Services Department		3,596,318

Corporate Fund - 100**Community Dev. Department - Department 51****Appropriation**

7001	Full-Time Salaries	575,139
7003	Part-Time Salaries	93,771
7005	Longevity Pay	2,200
7009	Vehicle Allowance	4,200
7011	Overtime	5,000
7023	Water Fund Cost Allocation	(167,788)
7101	Social Security	40,835
7103	Medicare	9,772
7105	IMRF	73,793
7111	Health Insurance	101,560
7113	Dental Insurance	2,359
7115	Life Insurance	1,250
7133	Mileage Reimbursement	100
7139	Personnel Expenses	150
7141	Staff Development & Training	3,250
7143	Membership Dues/Subscriptions	1,500
7145	Uniforms	750
7149	Employee Recog and Relations	250
7213	Consulting Services	20,000
7223	Data Processing Services	12,125
7231	Telecommunications	6,300

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

7249	Record Retention & Doc Mgmt	5,000
7265	Outside Inspectors	25,000
7267	Third Party Review	10,000
7301	Postage	5,000
7303	Office Supplies	5,000
7305	Breakroom Supplies	400
7307	Printing and Publications	350
7311	Gasoline & Oil	2,050
7329	Tools & Hardware	250
7353	Medical/Safety Supplies	375
7405	Comp./Off. Equip. Maint.	4,340
7407	Motor Vehicle Maintenance	1,000
7523	IRMA Premiums	6,617
7525	Self-Insured Deductible	2,500
7591	Contingency	42,720
Total Community Development		897,118

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

7001	Full-Time Salaries	463,960
7003	Part-Time Salaries	288,927
7005	Longevity Pay	1,100
7009	Vehicle Allowance	4,200
7011	Overtime	6,500
7023	Water Fund Cost Allocation	(20,169)
7101	Social Security	45,284
7103	Medicare	10,590
7105	IMRF	58,022
7111	Health Insurance	98,873
7113	Dental Insurance	2,832
7115	Life Insurance	942
7133	Mileage Reimbursement	400
7137	Employment Advertising	150
7139	Personnel Expenses	200
7141	Staff Development & Training	5,950
7143	Membership Dues/Subscriptions	1,745
7145	Uniforms	7,940
7223	Data Processing Services	15,250
7231	Telecommunications	10,740
7233	Cable/Internet	3,125
7235	Electric	55,000
7237	Natural Gas	22,300
7239	Flagg Creek Sewer Charge	1,200
7241	Custodial Services	21,500
7245	Dumping/Refuse Removal	15,000
7247	Licenses & Permits	3,470

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

7271	Equipment Rental	7,200
7273	Recreation Programming	248,750
7301	Postage	3,200
7303	Office Supplies	3,700
7307	Printing and Publications	42,855
7311	Gasoline & Oil	8,400
7323	Chemicals	20,250
7327	Building Maintenance Supplies	9,650
7329	Tools & Hardware	2,000
7353	Medical/Safety Supplies	1,620
7363	KLM Event Supplies	4,100
7361	Recreation Supplies	39,650
7399	Non-Capitalized Equipment	13,500
7401	Building Maintenance	41,700
7403	General Equipment Maintenance	9,950
7405	Comp./Off. Equip. Maint.	4,000
7407	Motor Vehicle Maintenance	1,950
7411	Landscaping & Grounds Maint	192,500
7419	Parks Maintenance	5,000
7513	Bank Fees	10,600
7523	IRMA Premiums	17,521
7525	Self-Insured Deductible	5,000
7901	General Equipment	28,000
7909	Buildings	1,474,850
7911	Land/Grounds	270,000
7591	Contingency	179,549
Total Parks & Recreation Department		3,770,526

Motor Fuel Tax Fund - 200**Appropriation**

7740	Transfer to MIP Projects Fund	1,793,000
7990	Contingency for Unforeseen Expenses	89,650
Total		1,882,650

Foreign Fire Insurance Fund - 210**Appropriation**

7141	Staff Development and Training	25,000
7145	Uniforms	4,000
7391	Comp Hardware, Software, & Supplies	5,000
7399	Non-Capitalized Equipment	27,000
7521	Officials Bonds	600
7591	Contingency for Unforeseen Expenses	6,160
Total		67,760

Debt Service Funds - 300-308

	<u>Appropriation</u>
7601 Bond Principal Payment	2,030,000
7605 Interest Expense	1,160,483
7607 Bond Paying Agent Fees	2,775
7591 Contingency for Unforeseen Expenses	159,663
Total	<u>3,352,921</u>

MIP Infrastructure Projects Fund-400

	<u>Appropriation</u>
7203 Engineering & Architects	688,645
7730 Transfer to Debt Service Funds	2,767,200
7762 Transfer to Water Capital	1,650,000
7915 Street Improvements	2,646,140
7921 Sidewalks	120,000
7591 Contingency for Unforeseen Expenses	393,599
Total	<u>8,265,584</u>

Water & Sewer Oper. Fund - 600

	<u>Appropriation</u>
7001 Full-Time Salaries	645,688
7005 Longevity Pay	4,000
7011 Overtime	80,000
7023 Water Fund Cost Allocation	1,231,199
7101 Social Security	44,993
7103 Medicare	10,522
7105 IMRF	79,463
7111 Health Insurance	76,673
7113 Dental Insurance	2,831
7115 Life Insurance	1,460
7141 Staff Development & Training	1,150
7143 Membership Dues/Subscriptions	8,200
7145 Uniforms	4,000
7147 Overtime Meals	400
7201 Legal Expenses	2,500
7203 Engineering & Architects	3,700
7223 Data Processing Services	11,100
7231 Telecommunications	20,000
7233 Cable/Internet	1,800
7235 Electric	55,000
7237 Natural Gas	6,700
7239 FLAGG Creek Sewer Charges	1,000
7241 Custodial Services	7,800
7245 Dumping	15,300
7299 Other Services	6,766
7301 Postage	14,800
7303 Office Supplies	500

Water & Sewer Oper. Fund - 600 (cont)

	<u>Appropriation</u>
7305 Breakroom Supplies and Coffee	300
7307 Printing and Publications	2,775
7311 Gasoline & Oil	8,000
7321 DWC Cost	4,385,000
7323 Chemicals	3,000
7325 Laboratory Supplies	350
7327 Building and Maintenance Supplies	750
7329 Tools & Hardware	3,210
7353 Medical/Safety Supplies	500
7391 Comp Hardware, Software, & Supplies	100
7399 Non-Capitalized Equipment	25,000
7401 Building Maintenance	15,316
7403 General Equipment Maintenance	5,425
7405 Comp & Off Equipment Maintenance	350
7407 Motor Vehicle Maintenance	3,582
7409 Radios Maintenance	1,000
7423 Water System Maintenance	129,985
7425 Sewer System Maintenance	74,791
7511 Utility Tax	412,000
7523 IRMA Premiums	77,691
7525 Self-Insured Deductible	2,500
7599 Miscellaneous Expense	1,000
7603 Loan Principal Payment	189,246
7605 Interest Expense	29,490
7762 Transfer to Water Capital	800,000
7763 Transfer to Water Alt Bond	168,599
7901 General Equipment	40,000
7907 Motor Vehicles	45,000
7591 Contingency for Unforeseen Expenses	438,125
Total	<u>9,200,630</u>

Water & Sewer Capital Fund - 620

	<u>Appropriation</u>
7917 Water Mains	2,397,000
7919 Sewers	40,000
7591 Contingency for Unforeseen Expenses	121,850
Total	<u>2,558,850</u>

Water & Sewer 2014A Bond Fund-632

	<u>Appropriation</u>
7601 Bond Principal Payment	130,000
7605 Interest Expense	38,426
7607 Bank & Bond Fees	475
7591 Contingency for Unforeseen Expenses	8,445
Total	<u>177,346</u>

Police Pension Fund - 700

	<u>Appropriation</u>
7031 Pension Payments	2,168,725
7033 Disability Payments	123,230
7141 Staff Development and Training	3,500
7143 Membership Dues/Subscriptions	795
7201 Legal Expenses	10,000
7209 Accounting Services	14,700
7211 Actuarial Services	3,500
7299 Other Services	141,000
7513 Bank fees	1,000
7599 Miscellaneous Expenses	6,500
7591 Contingency for Unforeseen Expenses	247,295
Total	<u>2,720,245</u>

Firefighters' Pension Fund - 710

	<u>Appropriation</u>
7031 Pension Payments	1,591,277
7033 Disability Payments	289,951
7141 Staff Development and Training	2,500
7143 Membership Dues/Subscriptions	795
7201 Legal Expenses	10,000
7209 Accounting Services	19,000
7211 Actuarial Services	8,000
7299 Other Services	41,000
7513 Bank fees	1,000
7599 Miscellaneous Expenses	8,400
7591 Contingency for Unforeseen Expenses	197,192
Total	<u>2,169,115</u>

Library Operations Fund - 900

	<u>Appropriation</u>
7001 Full-Time Salaries	1,000,000
7003 Part-Time Salaries	525,000
7005 Longevity Pay	400
7101 Social Security	95,313
7103 Medicare	22,113
7105 IMRF	151,000
7111 Health Insurance	186,900
7115 Life Insurance	2,000
7119 Unemployment Compensation	1,000
7139 Personnel Expenses	1,000
7513 Bank Fees	600
7523 IRMA Premiums	36,200
7525 Self-Insured Deductible	10,000
7730 Transfer to Debt Service Funds	252,912
7791 Transfer to Library Capital	235,000

Library Operations Fund - 900 (cont)

	<u>Appropriation</u>
7801 Staff Development	19,000
7803 Staff Recognition	3,000
7807 Marketing and Outreach	30,000
7809 Library Programs-Youth	18,000
7811 Library Programs-Adult	6,000
7813 Youth Materials	70,000
7815 Adult Materials	110,000
7817 Databases	70,000
7819 Periodicals	19,000
7821 EBooks	70,000
7823 Materials Management Supplies	17,000
7825 Catalog Services	39,765
7827 Hardware	30,000
7829 Computer Support & Software	35,000
7831 Custodial	32,000
7833 Utilities	13,000
7835 Janitorial-Maintenance Supplies	10,000
7837 Building Maintenance Contract	11,000
7839 Misc Repairs-Improvements	40,000
7841 Legal Expenses	5,000
7845 Misc Contractual Services	5,000
7847 Postage	2,000
7849 Telephone	7,000
7851 Accounting	70,000
7853 Vending Supplies and Services	1,000
7855 Office Supplies	14,000
7857 Copier Service and Supplies	25,000
7859 Misc Supplies	1,400
7861 Board Development	2,000
7863 Special Events	5,000
7865 Hellen O'Neill Scholarship	500
7867 Art Expenditures	8,500
7868 Donations Expenses	50,000
7869 Friends Pledges Expense	50,000
7873 Misc Expense	1,400
7591 Contingency	33,100
Total	<u><u>3,443,103</u></u>

Library Capital Projects Fund - 910

	<u>Appropriation</u>
7909 Buildings	221,000
7591 Contingency for Unforeseen Expenses	100,000
Total	<u><u>321,000</u></u>

All Funds Summary**Appropriation**

Corporate Fund - 100	
Departments - 11 thru 61	23,697,573
Motor Fuel Tax Fund - 200	1,882,650
Foreign Fire Insurance Fund - 210	67,760
Debt Service Funds - 300-308	3,352,921
MIP Infrastructure Project Fund - 400	8,265,584
Water & Sewer Operations Fund - 600	9,200,630
Water & Sewer Capital Fund - 620	2,558,850
Water & Sewer Debt Service Fund - 632	177,346
Police Pension Fund - 700	2,720,245
Firefighters' Pension Fund - 710	2,169,115
Library Funds - 900 & 910	3,764,103
Total All Funds	<u>57,856,777</u>

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

Section 4. Allotment of Funds. Any funds derived from sources other than the 2019 tax levy and other than revenue pledged for specific purposes may be allotted by the Village President and Board of Trustees to such appropriations and in such amounts, respectively, as the Board of Trustees may determine, within the limits of said appropriations, respectively, insofar as the doing of same does not conflict with law.

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

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

PASSED this 16th day of February 2021.

AYES:

NAYS:

ABSENT:

APPROVED this 16th day of February 2021.

Thomas Cauley, Village President

ATTEST:

Christine Bruton, Village Clerk



Community Development

AGENDA SECTION: Second Reading – ZPS

SUBJECT: Major Adjustment to the Exterior Appearance of a Two-Story Commercial Building at 26-38 E. First Street in the B-2 Central Business District – Garfield Crossing – Case A-33-2020

MEETING DATE: February 16, 2021

FROM: Nathan Parch, Interim Village Planner

Recommended Motion

Move to approve an ordinance approving a Major Adjustment to an Exterior Appearance Plan for a two-story commercial building at 26-38 E. First Street – Garfield Crossing.

Background

The Village of Hinsdale has received a major adjustment application from the new owner of the Garfield Crossing commercial building, Hinsdale LM Properties, LLC, requesting to change a portion of the front and rear façade at the west end of the building. The request will accommodate a new retail tenant, Circa Lighting, who intends to occupy the combined space recently vacated by Kaehler Fine Travel Goods (28 E. First St.) and the space currently occupied by Verizon (26 E. First St.). The Verizon store will move to a vacant space at 34 E. First St. within the same building. Circa Lighting is a national lighting company with over 20 showroom locations across the country.

For historical context, the Garfield Crossing development was approved by the Village Board on May 23, 2013 per Ordinance No. O2013-12, which approved exterior appearance and site plan review for the proposed project. The current request for a major adjustment proposes the following:

- 1) Remove the muntins and vertical mullions from the front storefront windows at 26 and 28 E. First St. in order to match the window design at 30 E. First St.;
- 2) Remove the awnings from the storefronts at 26, 28, and 30 E. First St.;
- 3) Remove the separate entrance doors to 26 and 28 E. First St. along with the narrow portion of brick between them and replace with a single new entrance comprised of glass double doors and side windows;
- 4) Remove rear door and adjacent window at 26 E. First St. and replace with glass double doors and windows to allow for rear loading;
- 5) Maintain black window/door framing and brick color – no change in color from existing;
- 6) Relocate existing Verizon wall sign from 26 E. First St. to 34 E. First St.;
- 7) Install Circa Lighting wall sign above new front entrance to 26/28 E. First St. consistent with the other wall signs – requires separate approval for new sign; and
- 8) Replace the four gooseneck exterior light fixtures at 26/28 E. First St. with new fixtures from Circa Lighting's collection of exterior fixtures.

On December 17, 2020, Plan Commission (PC) Chairman Cashman recommended to staff that the Plan Commission should review the major adjustment application due to the building's proximity to the Historic Downtown District and visual nature of the proposed changes. He also recommended that the Historic Preservation Commission (HPC) review the application. On December 17, 2020, HPC Commissioner Prisby commented that he had no initial concerns, except that the interior lighting, after business hours, should be discussed.

At the January 5, 2021, Village Board meeting, Village Trustees referred this application to the January 6, 2021 HPC and January 13, 2021 PC meetings.

Discussion & Recommendation

The HPC reviewed the application on January 6, 2021, and after clarifying with the applicant that the proposed front entrance would be recessed at the current door location, the HPC unanimously recommended approval for the request as submitted, 6-0, (1 absent). The PC reviewed the application on January 13, 2021 and unanimously recommended approval for the request with the condition that the new exterior light fixtures be dimmable, 8-0, (1 absent). The representative in attendance for Circa Lighting confirmed that the exterior fixtures would be dimmable, and clarified only the lights in the display windows would remain illuminated in the evening. All other interior lighting, except for emergency lighting, would not be illuminated after store hours.

Village Board and/or Committee Action

At the February 2, 2021 Board of Trustees meeting, the Village Board had no issues with the request and moved the item forward for Second Reading.

Documents Attached

1. Ordinance
2. Findings
3. Zoning Map and Project Location
4. Street View of Proposed Area for Façade Change
5. *Updated* Renderings of Proposed Exterior Building Modifications
6. *New* Cutsheet of Exterior Light Fixture

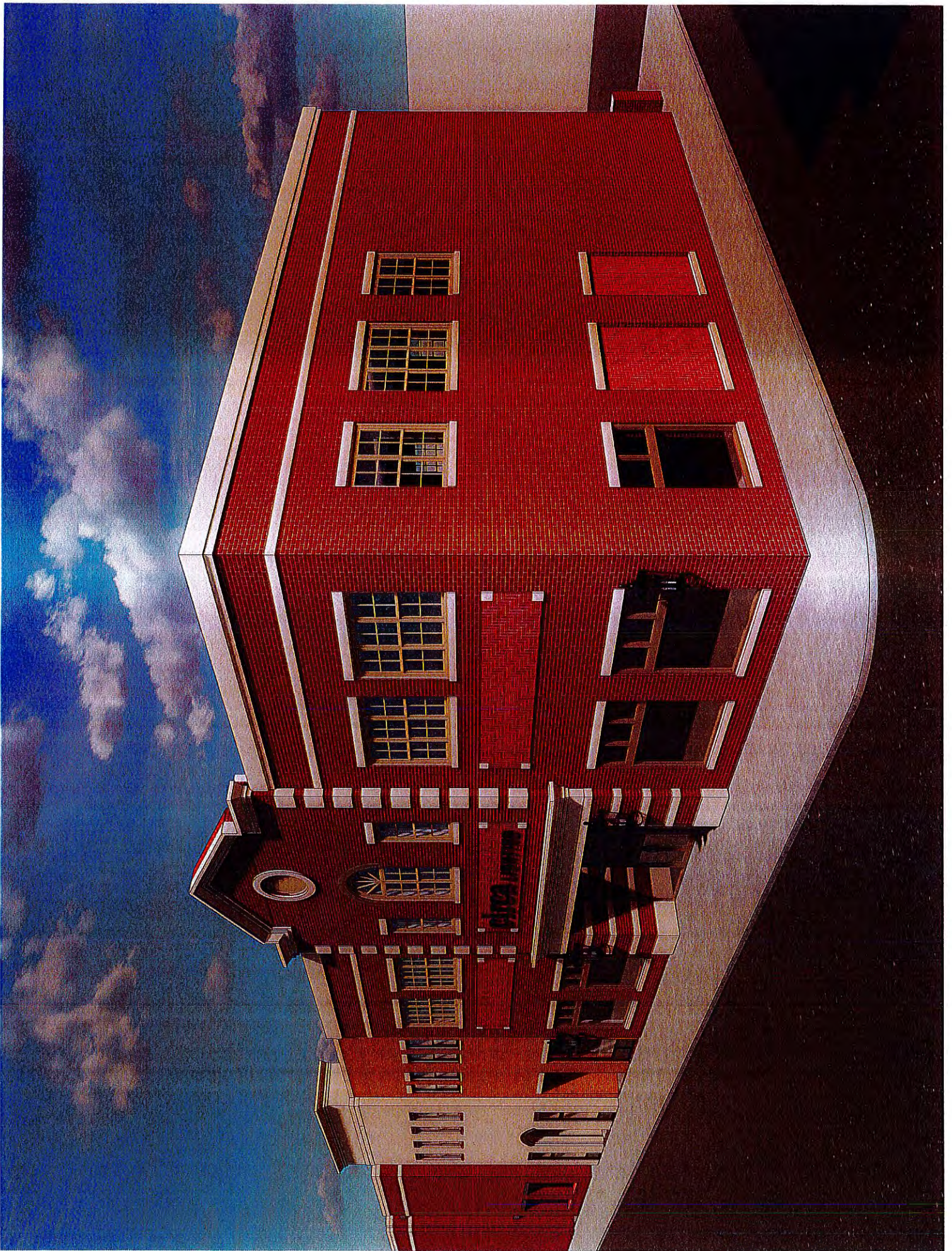
The following related materials were provided for this item to the Board of Trustees on January 5, 2021 and are available on the Village website here: [VBOT 01 05 21 packet.pdf \(revize.com\)](#).

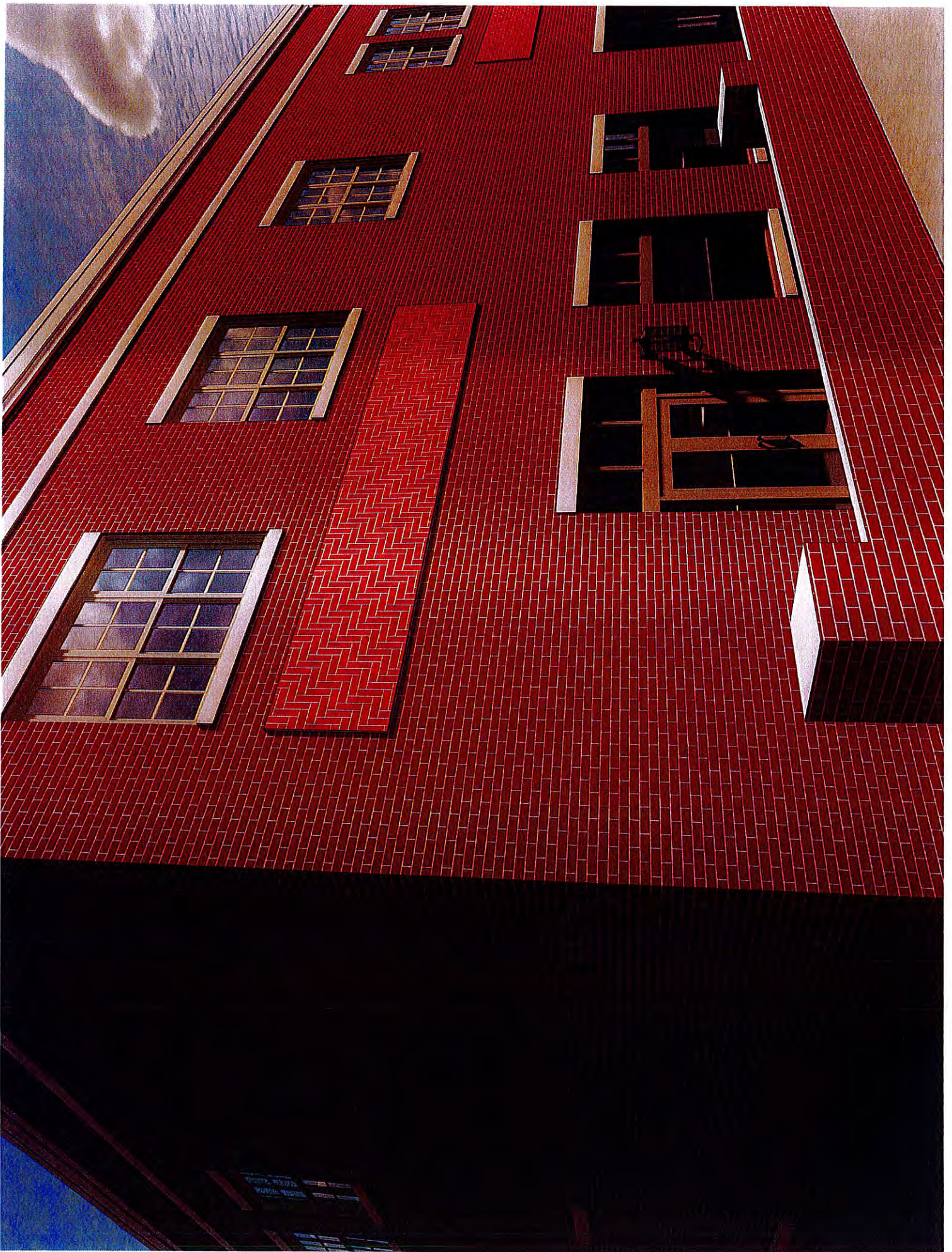
1. Major Adjustment Application
2. Birds Eye View of Garfield Crossing
3. Ordinance 02013-12 (Approved Exterior Appearance/Site Plan, May 23, 2013)

Attachment 3: Street View of Proposed Area for Façade Change











Rosedale Classic Small Bracketed Wall Lantern

DESIGNER: RUDOLPH COLBY

\$1,245.00

ITEM RC 2036FR-CG

ITEM AVAILABILITY:

IN STOCK Ships Within 7 Business Days

SPECIFICATIONS

Height: 31.75"

Width: 11.75"

Extension: 14.5"

Backplate: 5" Square

Socket: E26 Keyless

Wattage: 40 B



SPECIFICATION SHEET
INSTALLATION GUIDE



TIPS AND TRICKS

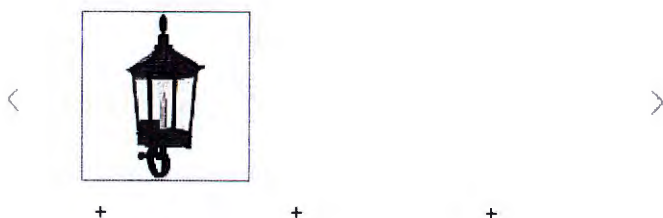
OPTIONS

Finish: French Rust ▼

QTY

Shade: Clear Glass ▼

1



ADD TO CART

♥ Add To Wishlist

You Might Also Like

VILLAGE OF HINSDALE

ORDINANCE NO. _____

**AN ORDINANCE APPROVING A MAJOR ADJUSTMENT TO AN EXTERIOR
APPEARANCE PLAN FOR FAÇADE CHANGES –
GARFIELD CROSSING – 26-38 E. FIRST STREET**

WHEREAS, the Village of Hinsdale received an application (the “Application”) from applicant Hinsdale LM Properties, LLC (the “Applicant”) for a major adjustment to the previously approved exterior appearance plan (“Previously Approved Exterior Appearance Plan”) for the existing two-story commercial property located at 26-38 E. First Street, Hinsdale, Illinois (the “Subject Property”); and

WHEREAS, the Applicant seeks changes to the front and rear facades at the west end of the building as preparation for a new tenant to take over space previously occupied by two (2) other tenants. Specific changes include:

- 1) Removing the muntins and vertical mullions from the front storefront windows at 26 and 28 E. First St. in order to match the window design at 30 E. First St.;
- 2) Removing the awnings from the storefronts at 26, 28, and 30 E. First St.;
- 3) Removing the separate entrance doors to 26 and 28 E. First St. along with the narrow portion of brick between them and replacing with a single new entrance comprised of glass double doors and side windows;
- 4) Removing the rear door and adjacent window at 26 E. First St. and replacing with glass double doors and windows to allow for rear loading;
- 5) Maintaining black window/door framing and brick color – no change in color from existing;
- 6) Relocating existing Verizon wall sign from 26 E. First St. to 34 E. First St.;
- 7) Installing wall sign for new tenant Circa Lighting above new front entrance to 26/28 E. First St. consistent with the other wall signs (requires separate approval for new sign); and
- 8) Replacing the four gooseneck exterior light fixtures at 26/28 E. First St. with new fixtures from Circa Lighting’s collection of exterior fixtures.

Collectively, the various changes sought are the “Façade Changes.” The Façade Changes are depicted in the revised Exterior Appearance Plan attached hereto as **Exhibit A** and made a part hereof (the “Revised Exterior Appearance Plan”); and

WHEREAS, the Application has been referred to the Plan Commission of the Village and has been processed in accordance with the Hinsdale Zoning Code (“Zoning Code”), as amended. The Application was considered by the Village of Hinsdale Plan Commission at a public meeting held on January 13, 2021. After considering all of the matters related to the Application, the Plan Commission recommended, on a vote of eight (8) in favor, zero (0) against, and one (1) absent, to recommend approval by the Board of Trustees of the Revised Exterior Appearance Plan showing the Façade

Changes, on the condition that the new exterior light fixtures be dimmable. The recommendation for approval and a summary of the related proceedings are set forth in the Plan Commission's Findings and Recommendation in this matter ("Findings and Recommendation"), a copy of which is attached hereto as **Exhibit B** and made a part hereof; and

WHEREAS, the Revised Exterior Appearance Plan was also reviewed by the Historic Preservation Commission. The Historic Preservation Commission, after considering all of the matters related to the Application, recommended, on a vote of six (6) in favor, zero (0) against, and one (1) absent, to recommend approval by the Board of Trustees of the Revised Exterior Appearance Plan showing the Façade Changes; and

WHEREAS, the President and Board of Trustees have duly considered all of the materials, facts and circumstances affecting the Application, and find the Application to be in substantial conformity with the Previously Approved Exterior Appearance Plan, and that the standards set forth in Section 11-606 of the Zoning Code governing exterior appearance review are satisfied, subject to the conditions stated in this Ordinance.

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

SECTION 1: Recitals. The foregoing recitals are incorporated into this Ordinance by this reference as findings of the President and Board of Trustees.

SECTION 2: Adoption of Findings and Recommendation. The President and Board of Trustees of the Village of Hinsdale approve and adopt the findings and recommendation of the Plan Commission, a copy of which is attached hereto as **Exhibit B** and made a part hereof, and incorporate such findings and recommendation by reference as if fully set forth herein.

SECTION 3: Approval of Major Adjustment to Exterior Appearance Plan. The Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and Section 11-606 of the Hinsdale Zoning Code, approves the Façade Changes depicted in the Revised Exterior Appearance Plan attached to this Ordinance as **Exhibit A** and made a part hereof, as a Major Adjustment to the Previously Approved Exterior Appearance Plan, subject to the conditions set forth in Section 4 of this Ordinance. The Previously Approved Exterior Appearance Plan is hereby amended to the extent provided, but only to the extent provided, by the approvals granted herein.

SECTION 4: Conditions on Approvals. The approvals granted in Section 3 of this Ordinance are expressly subject to all of the following conditions:

- A. **Compliance with Plans.** All work on the exterior of the Subject Property shall be undertaken only in strict compliance with the Revised Exterior Appearance Plan attached as **Exhibit A**.

- B. Compliance with Codes, Ordinances, and Regulations. Except as specifically set forth in this Ordinance, the provisions of the Hinsdale Municipal Code and the Hinsdale Zoning Code shall apply and govern all development on, and improvement of, the Subject Property. All such development and improvement shall comply with all Village codes, ordinances, and regulations at all times.
- C. Building Permits. The Applicant shall submit all required building permit applications and other materials in a timely manner to the appropriate parties, which materials shall be prepared in compliance with all applicable Village codes and ordinances.
- D. Dimmable Exterior Lighting. The new exterior light fixtures must be dimmable

SECTION 5: Violation of Condition or Code. Any violation of any term or condition stated in this Ordinance, or of any applicable code, ordinance, or regulation of the Village, shall be grounds for rescission by the Board of Trustees of the approvals set forth in this Ordinance.

SECTION 6: Severability and Repeal of Inconsistent Ordinances. Each section, paragraph, clause and provision of this Ordinance is separable, and if any section, paragraph, clause or provision of this Ordinance shall be held unconstitutional or invalid for any reason, the unconstitutionality or invalidity of such section, paragraph, clause or provision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

SECTION 7: Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

ADOPTED this _____ day of _____, 2021, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this _____ day of _____, 2021, and attested to by the Village Clerk this same day.

Thomas K. Cauley, Jr., Village President

ATTEST:

Christine M. Bruton, Village Clerk

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

By: _____

Its: _____

Date: _____, 2021

EXHIBIT A

REVISED EXTERIOR APPEARANCE PLAN

(ATTACHED)

EXHIBIT B

FINDINGS OF FACT OF THE PLAN COMMISSION

(ATTACHED)

HINSDALE PLAN COMMISSION

Application: Case A-33-2020 – Applicant: Hinsdale LM Properties, LLC

Request: Major Adjustment to the Exterior Appearance of the Two-Story Commercial Building at 26-38 E. First Street in the B-2 Central Business District – Garfield Crossing

DATE OF PLAN COMMISSION (PC) REVIEW: January 13, 2021

DATE OF BOARD OF TRUSTEES 1ST READING: February 2, 2021

FINDINGS AND RECOMMENDATION

I. FINDINGS

1. The applicant, LM Properties, LLC, was in attendance and included representatives for both the building ownership and the proposed new tenant, Circa Lighting. Staff noted the Garfield Crossing development was initially approved by the Village Board on May 23, 2013 for exterior appearance and site plan review per Ordinance No. O2013-12.
2. The applicant reviewed their request for exterior changes to the existing front and rear facades of the west portion of the building in order to accommodate new retail tenant Circa Lighting in a combined space comprising the storefronts of 26 and 28 E. First Street. It was explained that Verizon would relocate from current location 26 E. First Street to 34 E. First Street.
3. The exterior façade changes were explained as: (1) minor alterations to storefront windows at 26 and 28 E. First Street; (2) removal of awnings at 26, 28, and 30 E. First Street; (3) alterations to the front and rear entrances of 26/28 E. First Street; (4) relocation of Verizon sign and proposed new wall signage; and (5) replacement of exterior light fixtures at 26/28 E. First Street.
4. Staff noted the Historic Preservation Commission reviewed and unanimously approved the proposed exterior modifications at the January 6, 2021 meeting given its adjacency to the Historic Downtown District.
5. A Plan Commissioner asked about the proposed brick color. The applicant responded no changes would be made to the existing brick acknowledging that the color shown on the renderings did not match current conditions. The applicant also clarified new window and door framing would be black to match existing.
6. A few Plan Commissioners were concerned about interior and exterior lighting levels, specifically after store hours. The applicant responded the four exterior light fixtures would be replaced with a Circa Lighting product likely to be LED and dimmable. Interior store lighting after hours would only include lights in the front display windows and emergency lighting.
7. A signage plan for Circa Lighting was not yet developed and would require Plan Commission approval at a later date.
8. Overall the Plan Commission was supportive and complimentary of the proposed plans with the condition that exterior light fixtures be dimmable.
9. There were no public comments at the Plan Commission public meeting on January 13, 2021.

II. RECOMMENDATIONS

Following a motion to recommend approval of the major adjustment to the exterior appearance of the two-story commercial building at 26-38 E. First Street – Garfield Crossing, with the condition that new exterior light fixtures be dimmable, the Village of Hinsdale Plan Commission, on a vote of eight (8) "Ayes," and one (1) "Absent," recommends that the President and Board of Trustees approve the application as stated.

THE HINSDALE PLAN COMMISSION By: _____, Chairman

Dated this _____ day of _____, 2021.



9b

MEMORANDUM

DATE: February 12, 2021
TO: President Tom Cauley & Village Board of Trustees
CC: Kathleen A. Gargano
FROM: Christine M. Bruton, Village Clerk
RE: Item 9b – Discussion - Liquor License requests

The Village has received two separate requests from the Pride Stores, Inc., more commonly known as the BP Amoco on the northwest corner of York Road and Ogden Avenue.

The first request is to upgrade their existing license for the gas station store from an A1 Packaged license selling beer and wine, to an A2 Packaged license selling beer, wine and spirits. Please see the letter attached outlining the request. It may be of interest to note that the Shell station across the street has an A1 license. The only other A2 licenses in Hinsdale are held by the Whole Foods Market and Walgreens.

The second request from the Pride Stores relates to the Urban Counter Restaurant connected to the gas station store. They would like a B1 Liquor license authorizing them to dispense beer and wine by the glass, on premises, to their food customers. The details are outlined in the letter attached.

Thank you.



The **PRIDE Stores, Inc.**

30W180 Butterfield Road
Warrenville, IL 60555
(630) 791-8280

February 3, 2021

Distinguished Members of the Village Board

Village of Hinsdale
19 E Chicago Avenue
Hinsdale, IL 60521

RE: A2 Liquor License for The PRIDE of Hinsdale

Dear Village Board Members,

We are requesting a change in our current Liquor License from an A1 to an A2 which will allow our Store to not only sell Beer and Wine but also Spirits. We now have Seven (7) Locations that sell Beer, Wine, and Spirits where Municipalities have allowed it.

For our PRIDE of Hinsdale Store we would have a small selection of 750 ml Bottles on the Floor next to our current Wine Racks with the remaining selection behind our Sales Counter for Security Purposes. We already carry an excellent selection of Local Craft Beer plus Higher End Wines, we would do the same for our Spirits including a selection of local Distilleries.

Typically, when we add Spirits to our Beer and Wine Selection, the Beer and Wine Sales increase which would be a benefit to the Village of Hinsdale by producing more Sales Tax Revenue. This occurs since it is another Convenience for our Customers, instead of having to make multiple stops to purchase Craft Beer and a nice Bottle of Bourbon they can purchase both at our Store.

Since having our Liquor License issued, we have not had a single Liquor Violation. Also, we are aware of how to handle the addition of Spirits to our offering since we already have Spirits in numerous Locations.

We are grateful to be part of the Village of Hinsdale and look forward to grow our Business in the Community.

Thank you for your help.

Sincerely,

Mario Spina
Owner & CEO

Not Your Typical Convenience Store



The **PRIDE** Stores, Inc.

30W180 Butterfield Road
Warrenville, IL 60555
(630) 791-8280

February 5, 2021

Distinguished Members of the Village Board

Village of Hinsdale
19 E Chicago Avenue
Hinsdale, IL 60521

RE: B1 Liquor License for Urban Counter inside The PRIDE of Hinsdale

Dear Village Board Members,

We are requesting a B1 Liquor License for our Urban Counter Restaurant inside our PRIDE of Hinsdale Store to allow us to offer Beer and Wine to our Customers for On Site Consumption. We currently have Liquor Licenses for On-Site Consumption at Two (2) other Locations, so we are very familiar with what is involved.

Our Food Offering at Urban Counter is a Made to Order concept, with Half Pound Hand Pressed Hamburgers, Salads, Sandwiches, and a great deal more. We would love to be able to offer our Customers Beer and Wine while they enjoy our Food. We believe this will help our Sales greatly by allowing our Customers to have a local Craft Beer while they enjoy our Bacon Burger. This will benefit the Village of Hinsdale by having more Lunches and Dinners occurring within the Community. The selection would be a modest offering of 4 – 6 Different Beers, with majority of those being Craft Beers from local Breweries, along with 2 – 4 Different Wines.

Since having our A1 Liquor License issued for Packaged Sales of Beer and Wine, we have not had a single Liquor Violation. Also, we are aware of how to handle an On-Site Consumption to our offering since we already serve Beer and Wine at other Locations.

We are grateful to be part of the Village of Hinsdale and look forward to growing our Business in the Community.

Thank you for your help.

Sincerely,

Mario Spina
Owner & CEO

Not Your Typical Convenience Store



DATE: February 2, 2021

TO: Thomas K. Cauley, Village President
Village Board of Trustees
Kathleen A. Gargano, Village Manager

FROM: John Giannelli, Fire Chief

RE: Executive Summary - Fire Department Activities for December 2020

In summary, the Fire Department activities for December 2020 included responding to a total of **193** emergency incidents. There were **54** fire-related incidents, **90** emergency medical-related incidents, and **49** emergency/service-related incidents.

This month, the average response time from receiving a call to Department crews responding, averaged **1** minute and **25** seconds. Response time from receiving a call to Department crews arriving on the scene was **4** minutes and **59** seconds.

In the month of December, there was **\$100.00** of dollar loss due to fires. Members assisted Clarendon Hills and Western Springs on various calls.

In the month of December, Chief Giannelli covered short shifts due to shift staffing shortages. The total hours covered were **64**, thereby saving the Village an estimated **\$3,840.00** in overtime.

Chief Giannelli and AC McElroy attended weekly phone in MABAS 10 Chief's, DuPage Chief's, and DUCOMM meetings. The Chiefs attended weekly calls with the Illinois Department of Public Health along with Hinsdale and LaGrange Hospital Administration.



Hinsdale Fire Department – Monthly Report
December 2020



Emergency Response

In **December**, the Hinsdale Fire Department responded to a total of **193** requests for assistance, for a total of **2,240** responses this calendar year. There were **24** simultaneous responses and **one (1)** train delays this month. The responses are divided into three basic response categories (Fire, Ambulance, and Emergency):

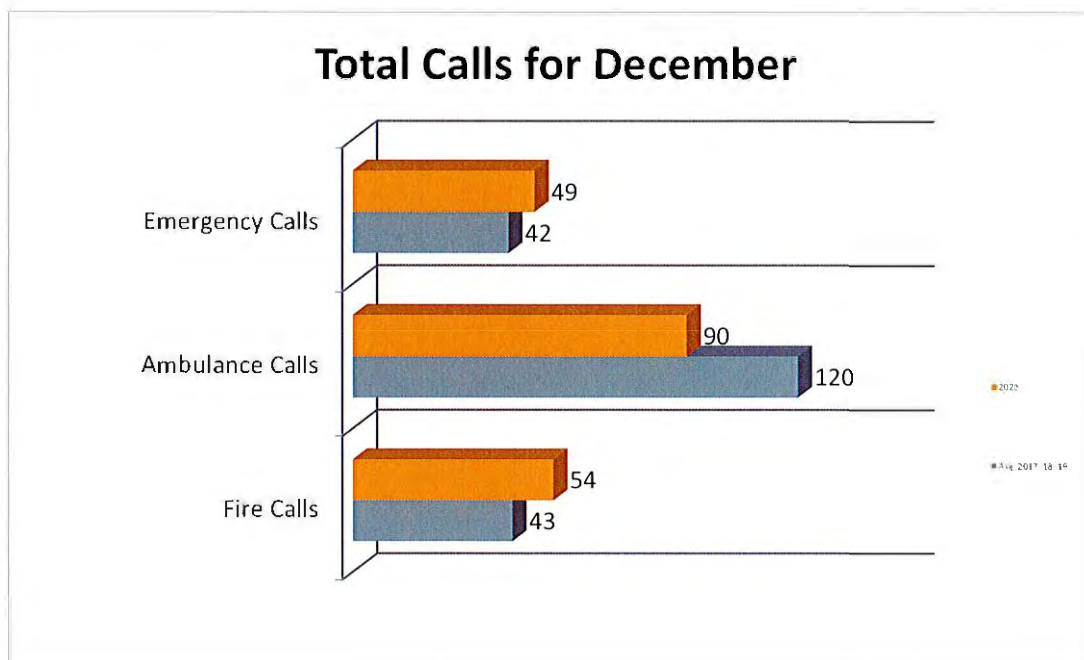
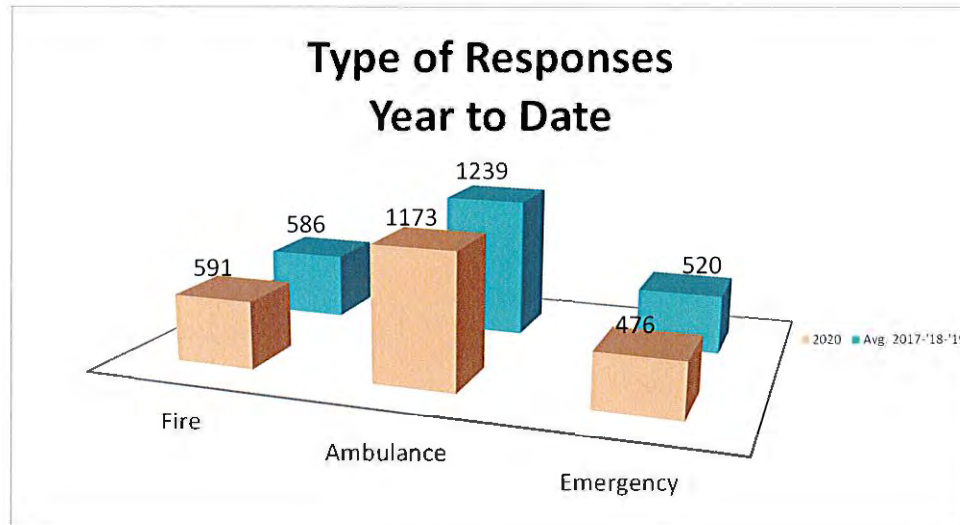
Type of Response	December 2020	% of Total	Three Year Average December 2017-2018-2019
Fire: (Includes incidents that involve fire, either in a structure, in a vehicle or outside of a structure, along with activated fire alarms and/or reports of smoke)	54	28%	43
Ambulance: (Includes ambulance requests, vehicle accidents and patient assists)	90	47%	120
Emergency: (Includes calls for leaks and spills, hazardous material response, power lines down, carbon monoxide alarms, trouble fire alarms, house lock outs, elevator rescues, and other service related calls)	49	25%	42
Simultaneous: (Responses while another call is on-going. Number is included in total)	24	11%	30
Train Delay: (Number is included in total)	1	.5%	2
Total:	193	100%	205

Year to Date Totals

Fire:	591	Ambulance:	1,173	Emergency:	476
2020 Total:	2,240	2017-18-19 Average:		2,345	

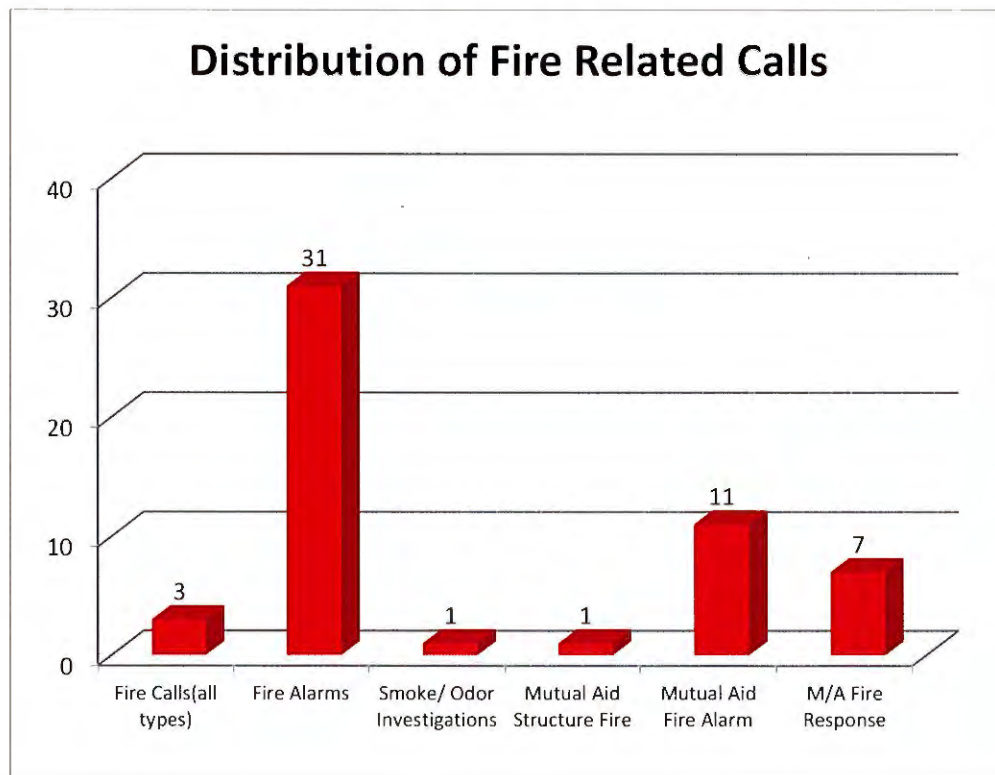
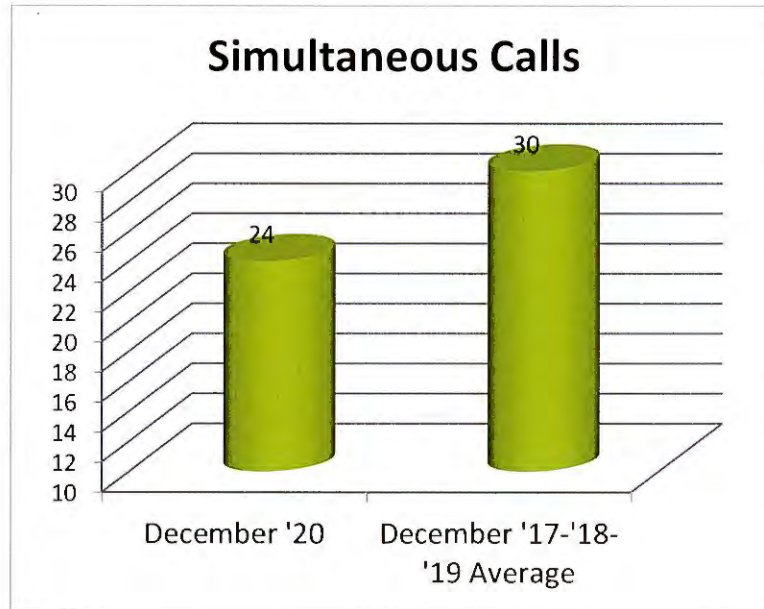


Emergency Response





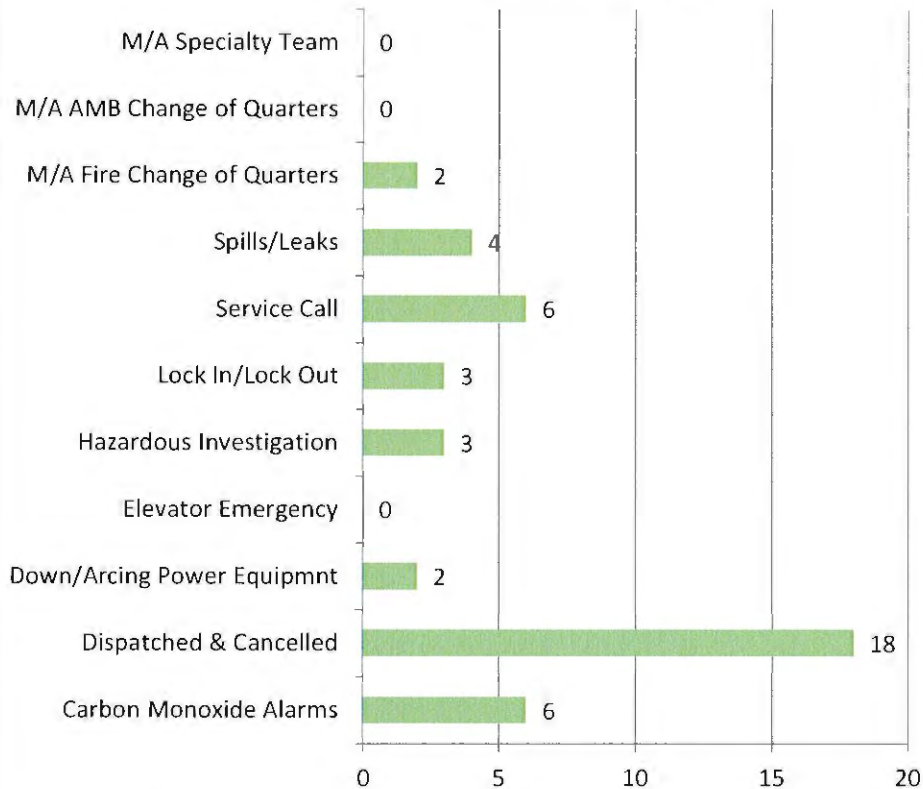
Emergency Response



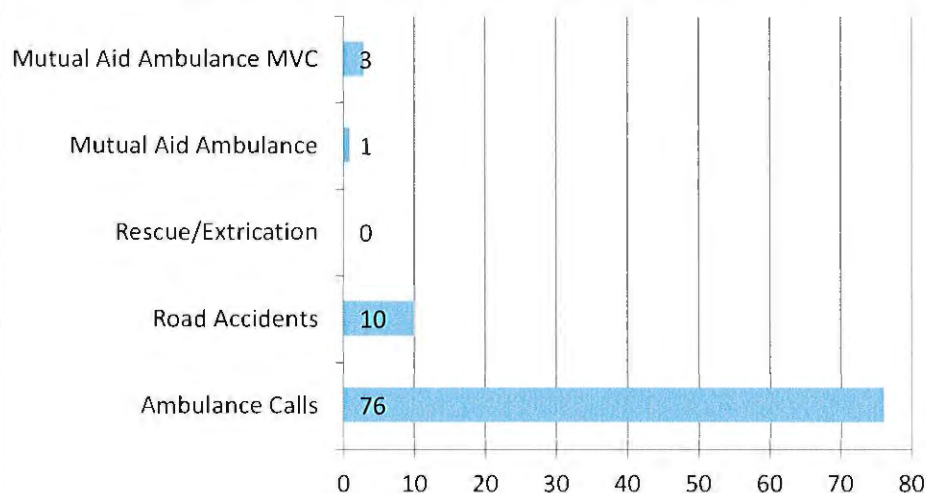


Emergency Response

**Distribution of
Emergency Related Calls**



Distribution of EMS Related Calls





Hinsdale Fire Department – Monthly Report
December 2020



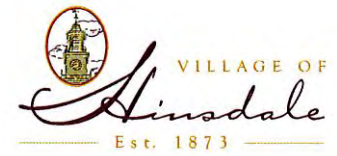
Incidents of Interest

Call #

- #20-2139** – Members of Black Shift along with Engine 84, Medic 84, and Tower 84 responded to 432 S. Grant St. for the report of an inside gas leak. On arrival units found carbon monoxide in excess of 800ppm in the office above the garage. Nicor was called to the scene. The area was ventilated, no one was ill or injured. The source was found to be a vehicle left running for several hours overnight.
- #20-2148** – Members and Engine 84 responded for the carbon monoxide alarm, no illness. On arrival they found CO in excess of 30ppm. Nicor was called to the scene and the source was a malfunction in the furnace vent. No illness or injury was reported.
- #20-2151** – Members and Medic 84, Engine 84 and Medic 85 responded for the traffic crash at Lincoln and Hinsdale Avenue. On arrival, crews found 2 vehicles with heavy damage. Medical control established a total of five patients including four needing transport. Three additional ambulances and one squad was called to the scene for a possible extrication, however no extrication was needed. M84 transported one patient ALS to Good Sam; M85 transported one patient ALS to Hinsdale ER; M86 transported one patient ALS to Good Sam; and Western Springs Medic 1714 transported one patient ALS to Hinsdale ER. E84 secured both vehicles and assisted the Hinsdale Police Department with scene lighting and traffic control while they completed their investigation. Crew returned in service. The four patients sustained critical but non-life threatening injuries as the result of this accident.
- #20-2174** – Members and Medic 84, Engine 85 and Medic 85 responded for the full arrest at Manor Care. Crews aggressively treated and transported the patient to Hinsdale Hospital. The patient did regain a blood pressure and a pulse during treatment. It is unknown the outcome of the patient at this time.
- #20-2180** – Members and Engine 84 and Medic 84 responded to I-294 SB mile marker 26.5 for the multiple vehicle accident. On arrival found three cars, three persons involved. One was in severe abdominal pain, she was transported ALS to Elmhurst hospital. All other patients refused treatment and transport.



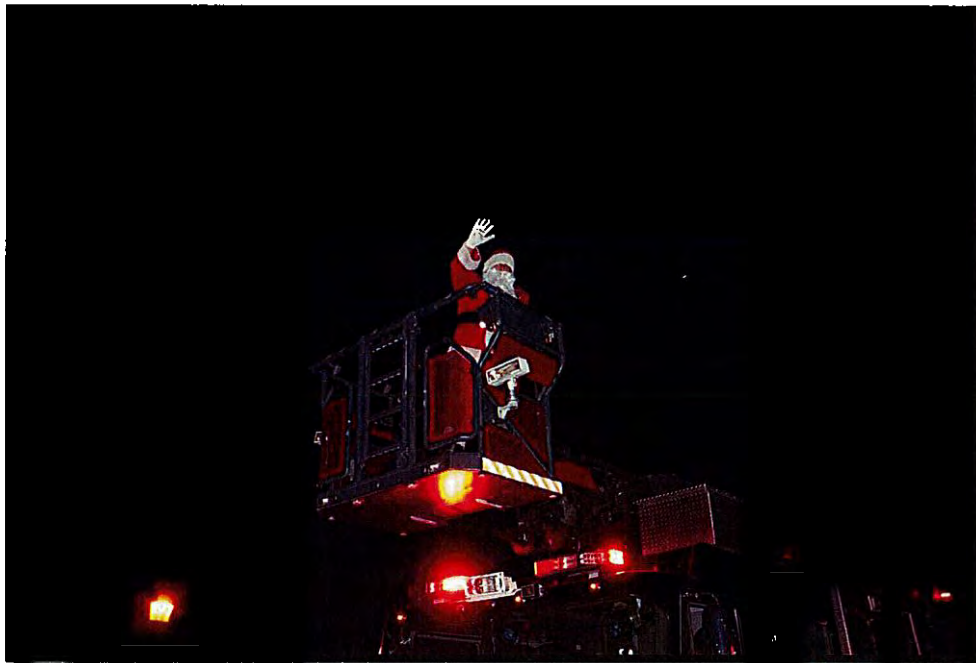
Hinsdale Fire Department – Monthly Report December 2020



Training/Events

In addition to the daily training in EMS, Technical Rescue, Hazardous Materials, Firefighting, and vehicle checks, members completed the following specialized training:

- FF/PM Smith relayed daily announcements regarding COVID-19 to Village Officials as part of his EMA responsibilities.
- Capt. Carlson, Lt. McCarthy attended live burn training at NIPSTA fire academy.
- Lt. McCarthy and FF/PM Nichols attended the Wellness House Christmas Party with T84. The truck was set up with Santa in the basket. Families who have been affected by cancer participated in a drive through Christmas Party.

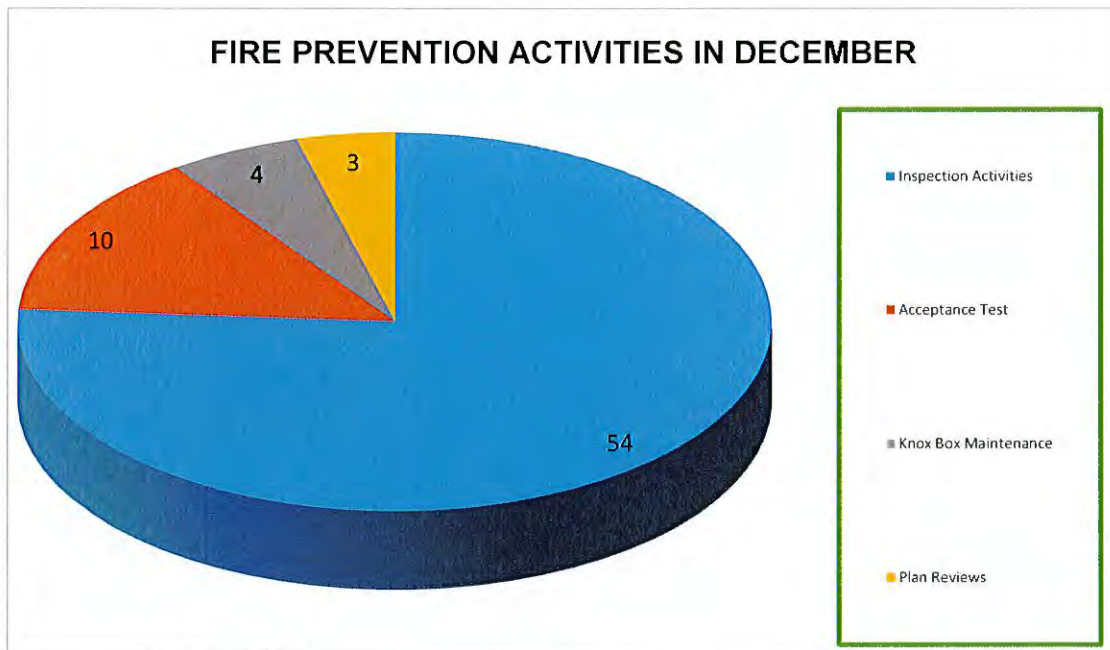


- Members conducted a response drill at 945 N. Adams. Members concentrated on several aspects of working at a structure fire. Those areas included: the use of the thermal imaging camera, search techniques, size up, communications and hose advancement.
- Members conducted "Day Training" for PFFPM Chris Swon. Members reviewed the various hose loads found on the engine. PFFPM Swon was instructed how to pull the hose loads and what nozzles were on each load. Chris was shown various equipment such as the hydrant bag and officer's high rise bag. The how's and why's of making a hydrant connection was also explained to Chris, in addition to reviewing several policies as outlined in the day training manual.



Public Education

The fire prevention bureau is responsible for conducting a variety of activities designed to educate the public, to prevent fires and emergencies, and to better prepare the public in the event a fire or medical emergency occurs.



Fire Prevention/Safety Education

- The Bureau is continuing to working closely with all the schools to help ensure a safe school year. We're working closely with school administration to help guide them and assist them with school safety drills.



**Hinsdale Fire Department – Monthly Report
December 2020**



Inspection Activities

December 2020 had a total of 71 Fire Inspection Activities:

Inspections - 37

Initial (22)
Fire Alarm (11)
Special (2)
Occupancy (2)

Re-inspections - 17

Acceptance Test - 10

Sprinkler (6)
Fire Alarm (4)

Plan Reviews - 3

General (1)
Fire Alarm (2)

Knox Box Maintenance - 4

There was \$2,770.00 of inspection fees forwarded to the Finance Department for the month of December.

The total inspection fees forwarded to the finance department for the 2020 calendar year total year to date (YTD) is \$43,861.00.



MEMORANDUM

TO: President Cauley and the Board of Trustees
FROM: Dan Deeter, PE
DATE: February 16, 2021
RE: Engineering January 2021 Monthly Report
Executive Summary

- **2021 Infrastructure Improvement Projects.** Village consultants are working on design and/or bidding for the following projects:
 - 2021 Watermain Project Phase 2
 - 2021 Chicago Avenue Resurfacing Project
 - 2021 Eighth Street Reconstruction Project
 - 2022 S. Garfield Street Project
- **IDOT resurfacing of 47th Street over I-294 (County Line Road to Wolf Road).** After completing median repairs and applying asphalt patches to numerous joints in the concrete pavement, IDOT has suspended work for the 2020 construction year. Completion of the project, including an asphalt overlay over the entire street, is scheduled for the spring of 2021.



MEMORANDUM

TO: President Cauley and the Board of Trustees
FROM: Dan Deeter, PE
DATE: February 16, 2021
RE: Engineering January 2021 Monthly Report

The Engineering Division activities include working with the Building Division to complete site inspections, managing Capital Improvement Projects, responding to drainage complaints, and addressing environmental permit obligations. In total, three Engineering employees performed 35 construction site inspections or drainage complaint inspections in December.

Per Hinsdale's combined sewer overflow (CSO) permit #IL0066818, in January 2021 staff submitted six report to the Illinois Environmental Protection Agency (IEPA). One monthly Discharge Monitoring Report (DMR) for each of the Village's four Combined Sewer Overflow (CSO) was submitted. The IEPA Annual Fiscal Report and semi-annual Long-Term Control Plan Progress Report were also submitted in January. Additionally, the Motor Fuel Tax (MFT) annual update report was submitted to IDOT per the IDOT/Village of Hinsdale Agreement of Understanding.

The following capital improvement projects and engineering studies are underway:

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

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

2021 WM Project Ph2

- 01/06/21 – Construction bid advertising
- 01/22/21 – Open construction bids – John Neri Construction was the lowest, responsive bidder.
- 02/02/21 – Board of Trustees first read
- 02/16/21 – Board of Trustees second read
- 04/01/21 – Construction begins (est.)
- 07/15/21 – Construction complete (est.)

Chicago Avenue Resurfacing Project (STP funds)

- 05/07/21 – Construction bid advertising in IDOT service bulletin
- 06/11/21 – Open construction bids
- 07/13/21 – Board of Trustees Second Read
- 08/10/21 – Construction begins (est.)
- 10/31/21 – Construction complete (est.)

Eighth Street Reconstruction

Rempe-Sharpe & Associates has begun surveying and design of the reconstruction of E. Eighth Street from Garfield Street to County Line Road. This project is part of the Master Infrastructure Plan.

- 02/05/21 – Plans available for VOH staff review
- 02/12/21 – VOH Staff review comments
- 02/25/21 – Bid Advertisement
- 03/18/21 – Bid Opening
- 04/06/21 – Board of Trustees First Read
- 04/20/21 – Board of Trustees Second Read
- 05/20/21 – Construction Begins (est.)
- 11/14/21 – Construction completed (est.)

2021 Maintenance Project

Rempe-Sharpe & Associates has begun surveying and design of the 2021 Maintenance project which includes the resurfacing of +/-1.2-miles of Village streets and resurfacing of the Village parking lot on W. Eighth Street near the Robbins park tennis courts.

- 01/14/21 – Advertise bids
- 02/04/21 – Open bids
- 02/16/21 – BOT first read
- 03/02/21 – BOT second read
- 04/01/21 – Construction begins (est.)

Other Engineering Activities

IDOT 47th Street Resurfacing

IDOT began repairs to 47th Street between County Line Road and Wolf Road in mid-September 2020. After completing median repairs on the bridge approaches and applying asphalt patches to numerous joints in the concrete pavement, IDOT has suspended work for the 2020 construction year. Completion of the project, including an asphalt overlay over the entire street, is scheduled for the spring of 2021.

Telecommunications Permit Applications

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

Company	Location	Description	Approval Status	Approval Date
Verizon	S. Lincoln Street, 9 th Street, S. Madison St.	Install fiber optic cable	Pending	
T-Mobile	Hinsdale Water Tower	Upgrade antenna & other equipment to 5G broadband	Approved	01/04/21
Verizon	W. First Street, Harrison Place	Place 2" HDPE conduit & handholes	Approved	11/02/20
Verizon	S Lincoln, W 9 th , S Grant, & 55 th Street	Place 2" HDPE conduit & handholes	Approved	10/05/20
Verizon	S. Madison St. & 55 th Street	Place 2" HDPE conduit	Approved	07/29/20
Sprint	Hinsdale Hospital	Install fiber optic lines for existing equipment	Approved	02/28/20

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

ComEd

ComEd is designing a new supply line from their transformer station at Symonds Drive & N. Park Street to S. Vine Street. Their proposed route is west on Symonds and Chicago Avenue and south on Vine Street to terminate south of the BNSF railroad tracks. The supply line will be directionally bored between new manholes which minimizes the impact to Village streets. Staff is waiting for ComEd to announce that they awarded the contract.

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

Veeck Park Wet Weather Facility
Hinsdale, Illinois

Date	Overflow Ht. Above Weir (feet)	Precipitation (inches of water)
01/01/21		0.18
01/02/21		0.06
01/03/21		0.01
01/04/21		
01/05/21		0.01
01/06/21		
01/07/21		
01/08/21		
01/09/21		
01/10/21		
01/11/21		
01/12/21		
01/13/21		
01/14/21		0.15
01/15/21		0.01
01/16/21		0.05
01/17/21		
01/18/21		
01/19/21		
01/20/21		0.01
01/21/21		
01/22/21		
01/23/21		
01/24/21		
01/25/21		
01/26/21		0.05
01/27/21		
01/28/21		
01/29/21		0.01
01/30/21		
01/31/21		0.06

Total Precipitation in January: 0.60
Departure from Normal: -1.13
35% of normal rainfall

Notes:

1. Rain data from USGS station at Salt Creek & 22nd Street, Oak Brook, IL

Village of Hinsdale

Source	Program	Purpose	Funds Available	Amount
Illinois Commerce Commission	Crossing Safety Improvement Program	Oak Street Bridge - 60% Funding	2015 Capital Budget	\$ 4,240,000
Senator Dillard	State Capital Bill	Oak Street Bridge	Effective January 1, 2011	\$ 825,000
West Suburban Mass Transit	Car Sale Proceeds	Oak Street Bridge Eng/Construction	50/50 Reimbursement	\$ 395,000
Illinois Dept of Transportation	Federal Highway Bridge Program	Oak Street Bridge Phase I	July 2010 - 80/20	\$ 680,000
DuPage Mayors & Managers	Federal Stimulus	S. Garfield Reconstruction	Paid Through IDOT	\$ 1,632,000
Senator Dillard & Rep Bellock	Emergency Repair Program	Street resurfacing	Upon Project Completion	\$ 300,000
Representative Bellock	State Capital Bill	N. Washington Reconstruction	Upon issuance of bonds	\$ 340,000
New Local Transportation Projects	State Capital Bill	Road Improvements	20% released October, 2010	\$ 389,540
Lyons Township	Bond Proceeds	KLM Park Pavilion	Upon Project Completion	\$ 150,000
DuPage Mayors & Managers	STP Program	Oak Street Bridge	2015 Capital Budget	\$ 3,830,000
IDNR	OSLAD	Improvements to KLM	Awarded	\$ 150,000
IEPA	ARRA/State Revolving Loan	Garfield Sewer Separation	Loan docs received 7/05/11	\$ 444,160
IEPA	ARRA/State Revolving Loan	Chestnut Sewer Separation	Loan docs received 8/16/11	\$ 3,728,196
West Suburban Mass Transit	Car Sale Proceeds	Highland Parking Lot	2/3 reimbursement	\$ 100,000
IDOT	Federal Highway Bridge Program	Oak Street Bridge Phases II & III	IDOT local agency agreem't	\$ 5,904,514
Illinois Dept of Transportation	Surface Transportation Program (STP)	Garfield Street (Chicago Ave. - 55th) resurfacing (letting Jan 2019)	70% SPT match 30% local match	\$ 807,000
Illinois Dept of Transportation	Surface Transportation Program (STP)	Chicago Ave (IL Rte 83 - Garfield) resurfacing (letting Jan 2020)	70% SPT match 30% local match	\$ 760,000
Illinois Dept of Natural Resources	OSLAD	Renovation of pool		\$ 400,000
IDOT	Rebuild Illinois Bond Funds	Street construction/reconstruction	Six disbursements of \$184,706.76 over 3 years	\$ 1,108,241
Total				\$ 25,713,550

**Village of Hinsdale
Grant Applications Under Consideration**

Source	Program	Purpose	Status	Amount
IDNR	PARC	Renovation of KLM lodge to improve ADA accessibility	75% SPT match 25% local match	\$ 2,500,000
Total				\$ 2,500,000