



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/2f6muv3w>

Passcode: 582713

or join by phone:

1 312 626 6799

Webinar ID: 894 5909 2800

Passcode: 582713

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, March 2, 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 16, 2021
 - b) Closed Session Minutes of April 6, 2020, July 16, 2020, November 3, 2020, November 17, 2020, January 5, 2021, and 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 **.)*

Environment & Public Services (Chair Byrnes)

- a) Authorization to exceed \$20,000 for snow removal services to Beverly Companies for the Hinsdale Community Parking Deck
- b) Approve an Intergovernmental Funding Agreement for Renovation Work at the METRA Highlands Commuter Station in Hinsdale

Zoning & Public Safety (Chair Stifflear)

- c) Approve an Ordinance Amending Section 6-12-3 of the Village Code of Hinsdale to allow for the conversion of a two-way to a multi-way stop intersection
- d) Approve an Ordinance Adding a New Chapter 19 (Group Homes Serving Persons with Disabilities) to Title 3 (Business and License Regulations) of the Village Code of Hinsdale, Illinois

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 15, 2021 through February 26, 2021, in the aggregate amount of \$432,154.90 as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk***

Environment & Public Services (Chair Byrnes)

- b) Award 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 (*First Reading – February 16, 2021*)
- c) 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 (*First Reading – February 16, 2021*)

Zoning & Public Safety (Chair Stifflear)

- d) 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 (*First Reading – February 16, 2021*)
- e) 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; (*First Reading – February 16, 2021*) **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 (*First Reading – February 16, 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 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 (*First Reading – February 16, 2021*); **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 (*First Reading – February 16, 2021*)

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 (*First Reading – February 2, 2021*)
- 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 (*First Reading – February 2, 2021*)
- d) Award the contract for construction of the 2021 Maintenance Project to Builders Paving, LLC in the amount not to exceed \$652,000 (*First Reading – February 16, 2021*)
- e) Approve a Resolution Authorizing Waiver of Construction Noise Hours Limitations Pursuant to Section 9-12-2 of the Village Code of the Village of Hinsdale – Commonwealth Edison Supply Line Project WO 1608787****

9. DISCUSSION ITEMS

- a) Tollway update
- b) FuelFed

10. DEPARTMENT AND STAFF REPORTS

- a) Parks & Recreation
- b) Community Development

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
VILLAGE BOARD OF TRUSTEES
MINUTES OF THE MEETING
February 16, 2021**

The regularly scheduled meeting of the Hinsdale Village Board of Trustees (conducted electronically) was called to order by Village President Tom Cauley on Tuesday, February 16, 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, Assistant Finance Director Alison Brothen, Former Finance Director Darrell Langlois, Director of Community Development/Building Commissioner Robb McGinnis, Director of Public Services George Peluso, Superintendent of Parks & Forestry John Finnell, 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 February 2, 2021

Following changes to the draft minutes, Trustee Banke moved to **approve the draft minutes of the regular meeting of February 2, 2021, as amended.** Trustee Posthuma seconded the motion.

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

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

VILLAGE PRESIDENT'S REPORT

President Cauley began his remarks thanking the Public Services staff for their work around the clock to clear the snow. They did a fantastic job.

He reported area COVID-19 numbers, noting DuPage County has experienced an improvement. He extended congratulations and thanks to District 86 and Superintendent Tammy Prentiss for organizing the school as a vaccination site for health care workers and people 65 and older. Should more vaccine become available, information will be on the website.

President Cauley introduced the subject of commemorative ribbons on trees that note the passing of someone in the community. While this practice indicates solidarity and a close knit community, there is a very vocal group of residents who want strict regulations enacted. He acknowledged that after some time the ribbons can become unsightly. He hopes to balance the interests of both parties, but does not think an ordinance is the solution, because it would be difficult to enforce, and tickets and citations would be problematic.

He suggested an administrative policy relating to ribbons, and letting people know they should be conscious of the ribbons and their removal. He suggested communicating the policy to area churches and schools. The policy could include the following types of parameters:

1. installed only on Village parkway trees
2. time of removal - 30 days
3. the people who put them up should take them down
4. residents can remove any ribbon installed in front of their house
5. the Village reserves the right to remove the ribbons

Trustee Hughes thinks 30 days is too long, and recommended two weeks instead, however, if someone has communicated a desired timeframe, any and all his concerns would be addressed. Trustee Byrnes said after 30 days Village staff could take them down. President Cauley would prefer the onus for removal be on the people who install them. Trustee Hughes noted these are Village trees, so they could be removed by Village staff. President Cauley said the concerned residents could come forward with an ordinance, but if the administrative policy is effective, the Village can take this softer approach. Trustee Haarlow suggested posting this information on social media, as the organizing of the most recent red ribbons occurred that way. It was noted the policy will be posted on the Village website, and the Parks & Recreation Facebook page. Trustee Posthuma suggested caution when talking to grieving family members about the removal of ribbons. Trustee Hughes said we have to get to the point where it is common knowledge when the ribbons need to be removed. Trustee Banke referenced the time regulations for flying a flag at half-mast concluding the suggested two weeks is not arbitrary, but in line with other commemorative actions.

President Cauley believes this administrative policy will accommodate everybody's interests.

CITIZENS' PETITIONS

There was no one on the line waiting to address the Board.

FIRST READINGS – INTRODUCTION

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

Trustee Hughes introduced these two items that relate to the Hinsdale Paddle Tennis Association (HPTA). One is an amendment to the existing agreement, and the other is an ordinance for a guarantee of loan. As background, he explained the current agreement with HPTA addresses a number of issues, including ambiguity around financial responsibilities, assets and programming. Twelve years ago no one knew what programming or maintenance would entail. Paddle tennis in Hinsdale is very successful, creating pressures with wear and tear to the facilities, and work to run the program. HPTA will handle programming and maintenance. The Village would provide a fixed dollar contribution to operate, continuing to provide support, but without financial fluctuation. For the expansion of the hut, the Village would pay for it up front, and HPTA would pay it back. This was planned for 2020, but the \$360,000 expense was put on hold due to COVID-19. The idea came from HPTA for a bank loan, so there would be no liquidity requirements on the Village. They found a lender, and negotiated a loan, so the changes proposed in the amendment to the agreement will make that happen. This solution saves Village financials, and saves our agreements with the HPTA. The loan agreement and note are still being negotiated, but will be available for the second reading of this item. The agreement will be modified to include all the loan documentation, and HPTA will not be able to renegotiate the loan. Trustee Hughes explained the Village will be responsible for some of the interest payments in the first 3 years, HPTA will be responsible for the following 4 years of the 7 year loan. The costs will exceed \$400,000, and the HPTA will cover that increase. He noted the hut and courts are still a Village asset. President Cauley feels this is better for the Village, because it keeps our cash in hand. He added the interest rate is 3.75%, which is an attractive rate.

Mr. Marty Brennan and Mr. Kevin Parks, representing the HPTA, addressed the Board stating they are anxious to make improvements to the hut, they appreciate the Village's flexibility, and added this is important for their membership. They thanked Trustee Hughes, Mr. Bloom and Mr. Langlois for their help. The program is going strong and continues to get stronger.

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

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**

Trustee Byrnes introduced the item stating this construction contract came in \$100,000 less than budgeted for the streets that were held back last year because of the pandemic. He added Village streets will be in really good shape when these are completed. He noted this contractor has done good work for us before.

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

- 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**

Trustee Byrnes introduced the item noting this is a contract renewal for mowing and trimming of rights-of-way, central business district (CBD) maintenance, maintenance of raingardens, and other services. This price is \$16,000 under budget.

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

- 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**

Trustee Byrnes introduced the item for elm and ash treatments. The bid is \$18,000 under budget. This company has not worked in Hinsdale prior, but provides services to communities such as Evanston, Winnetka, and Park Ridge. He explained that the \$11.42 per inch references the tree diameter at chest height, and determines the dosage of inoculation. Trustee Haarlow asked if this is the highest quality treatment for the money, and whether all bidding vendors quoted the same product. Superintendent of Parks & Forestry John Finnell said the contract specifies the product to be used, as well as the rate of use, so that all bids received were for the same product and work.

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

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**

Trustee Stifflear introduced this and the following two items to the Board. The first is for four-way stop signs at Lincoln and Third Street. The Police Department received communication from concerned residents regarding this intersection. The Police began monitoring the intersection in 2017. There have been 8 crashes since then. They concluded that the Manual on Uniform Traffic Control Devices (MUTCD) standards have been met to recommend the installation of stop signs at this intersection.

With respect to the following two items, the Police Department is recommending two-way stops for the following uncontrolled intersections: Bruner Street and Hickory Street, North Street and Adams Street, North Street and Bruner Street, Oak Street and Sixth Street, and Park Avenue and Sixth Street. They are also recommending yield signs at Princeton Road and Third Street.

Trustee Stifflear pointed out that the characteristics of the intersections over the past five years are provided to the Board in their packets. The request to review these intersections comes from residents, however, collectively there were only four crashes reported. This does not meet the MUTCD standards for crashes, but did meet the limited site distance requirements. Discussion regarding uncontrolled intersections followed. It was noted that recently there has been a proliferation of unfamiliar drivers in Hinsdale for such things as Uber, Lyft, and Grubhub. Discussion followed regarding the installations recommended on Sixth Street, noting traffic counts may be affected by Oak School. Further, the road is in bad shape, traffic could increase following repairs. Trustee Banke pointed out there are more delivery service trucks now such as Amazon, and a general increase in distracted driving. He thinks more control based on environment and technology makes sense. Discussion followed regarding the monitoring of these intersections, and the desire to make the neighborhoods safer. Trustee Byrnes pointed out that the intersection of Maple and Washington outside the library should be a four-way stop, as there are a lot of pedestrians in the area. Trustee Haarlow agreed. Chief King said they have studied that intersection, but will take a fresh look.

The Board agreed to move this item, and the following two, to the consent agenda of the next meeting of the Village Board.

- 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
Following discussion above, the Board agreed to move these items to the consent agenda of the next meeting of the Village Board.

CONSENT AGENDA

Administration & Community Affairs (Chair Hughes)

- a) Trustee Hughes moved **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.** Trustee Banke 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 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*)**

Trustee Byrnes moved to **approve the Consent Agenda, as presented.** Trustee Hughes 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 the Annual Appropriation Ordinance for the year January 1, 2021 to December 31, 2021 (*First Reading – February 2, 2021*)**

Trustee Hughes moved to **Approve the Annual Appropriation Ordinance for the year January 1, 2021 to December 31, 2021.** Trustee Banke seconded the motion.

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

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

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)

Trustee Stifflear introduced the item that the Board referred to the Plan Commission and the Historic Preservation Commission on January 5, both of which unanimously agreed to recommend approval, with the caveat that the lights be on dimmers after hours. On February 2, the Board reviewed the request, and there were no material comments.

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

Mr. Bloom stated there is no update at this time.

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

President Cauley introduced the two requests from the BP Amoco located at the corner of Ogden Avenue and York Road. The gas station currently has a liquor license to sell packaged beer and wine. They would like to expand their license to include spirits. They have also requested a B1 Restaurant license to allow beer and wine service by the glass on premises for the Urban Counter restaurant attached to the gas station.

Trustee Banke expressed his concern regarding the slow creep of additional liquor sales and product availability. He would object to these types of sales from a gas station. He is worried we are setting ourselves up for problems down the road, and more liquor stores. Trustees Stifflear and Byrnes agreed. Trustee Haarlow asked about the hours sales would be allowed, to which Mr. Bloom replied the hours would be the same as they currently are, and consistent with the specific license type. Trustee Hughes said he is a little uneasy, wondering where the line should be drawn. Discussion followed, and a comparison was made to the Walgreens which does allow packaged sales of beer, wine and spirits. Chief King said there have been no issues with liquor sales at Walgreens. Other concerns such as precedent, and proximity to the tollway were discussed.

The Board agreed not to approve the requests as presented.

DEPARTMENT AND STAFF REPORTS

- a) Fire
- b) Engineering

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 Kathleen Gargano thanked Public Services staff for their snow removal work, and reminded residents that refuse pickup is delayed by a day because of the weather. She reported the Fire Department is digging out hydrants. If residents can assist, their help that would be appreciated.

REPORTS FROM ADVISORY BOARDS AND COMMISSIONS

No reports.

CITIZENS' PETITIONS

None.

TRUSTEE COMMENTS

None.

ADJOURNMENT

There being no further business before the Board, President Cauley asked for a motion to adjourn. Trustee Byrnes moved to **adjourn the regularly scheduled meeting of the Hinsdale Village Board of Trustees of February 16, 2021**. 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 8:44 p.m.

ATTEST: _____
Christine M. Bruton, Village Clerk



REQUEST FOR BOARD ACTION
Public Services & Engineering

AGENDA SECTION: First Read - EPS

SUBJECT: Hinsdale Parking Deck – Snow Removal Contract

MEETING DATE: March 2, 2021

FROM: George Peluso, Director of Public Services

Recommended Motion

Authorization to exceed \$20,000 for snow removal services to Beverly Companies for the Hinsdale Community Parking Deck.

Background

In July of 2020, the Public Services Department solicited proposals for snow removal services at the Hinsdale Community Parking Deck. The lowest proposal submitted was from Beverly Companies in the amount of \$15,025. The contract is billed in five payments of \$3,005, and includes services up to a seasonal snow accumulation of 45". Snow accumulations over 45" are charged at a rate of \$675/inch which includes the deicer purchase and application. For reference, the average annual snowfall for the Chicagoland area is 35".

Due to the high snow totals experienced in the months of January and February, there is the potential for services with Beverly Companies to exceed \$20,000. Any expenditure over this amount has to be approved by the Village Board of Trustees.

Discussion & Recommendation

Currently, the total snow fall for Hinsdale is 42". Should we continue to have an increased number of snow events over the next several weeks our contract total of 45" will be exceeded, and the contractor will invoice the Village at the rate of \$675 per inch. Therefore, we are recommending the Village Board authorize this expenditure as contracted services are needed with each snow event.

Budget Impact

Since this contract is budgeted in two separate fiscal years, it is not anticipated that these services will exceed the CY2021 of \$20,000. Total snow removal expenses to date in CY21 are \$9,150.

Village Board and/or Committee Action

N/A

Documents Attached

N/A

REQUEST FOR BOARD ACTION
Administration

AGENDA SECTION: First Reading – EPS

SUBJECT: Intergovernmental Agreement with Metra to Fund the Renovation of the Highlands Commuter Train Station.

MEETING DATE: March 2, 2021

FROM: Bradley Bloom, Assistant Village Manager/Dir Public Safety

Recommended Motion

Approve an Intergovernmental Agreement (IGA) with Metra to fund the renovation and repair of the Highlands Commuter Train Station.

Background

The Highlands Commuter Train Station is located where County Line Road intersects with the Burlington Northern Santa Fe (BNSF) railroad tracks and east of the Oak Street Bridge. The Highlands Train Station, was built by the BNSF in 1873 and consists of a small one-story stone structure on the south side of the tracks and a small shelter on the north side of the tracks. The Highlands Station is maintained by the Village under the terms of a lease agreement.

The original train station located on the south side of the tracks is an historically significant structure and aside from some interior modernizations remains largely in its original condition.

Village staff has determined that the Highlands Station is in need of renovation and repair and requires stone work, tuck-pointing, plaster repair, partial gutter replacement as well replacing rotted woodwork near the roof and eaves. The shelter located on the north side of the tracks at the Highlands Station is also in need of stone work and some gutter repair. Additionally, both structures need to be prepped and painted.

Village staff solicited bids and determined that the total cost for repairs was estimated at \$250,000.

Metra has agreed to fund a grant under the terms of an IGA not to exceed \$300,000 to reimburse the Village for the cost of the approved restoration and repairs.

Discussion & Recommendation

Staff recommends approval of the IGA with Metra. Under the terms of the IGA the Village will be responsible for the renovations and repairs and will be fully reimbursed at a cost not to exceed \$300,000. Due to the historical status of the Highlands Train station site, the Village is required to have all of the proposed work reviewed and approved by the Illinois State Historical Preservation Office (SHPO) and provide Metra with documentation of the SHPO's approvals.

Exhibit A includes a summary of the scope of the work and is currently being finalized by Metra but will be available for Board review at the second reading.

Budget Impact

The cost of renovation and repair to Highlands station is included in the budget with the work being done contingent upon grant funding.

Village Board and/or Committee Action

N/A

Documents Attached

1. Intergovernmental Agreement with Metra

**INTERGOVERNMENTAL FUNDING AGREEMENT
FOR RENOVATION WORK AT THE METRA
HIGHLANDS COMMUTER STATION IN HINSDALE**

THIS INTERGOVERNMENTAL AGREEMENT (“**Agreement**”) is made between the Village of Hinsdale, an Illinois municipal corporation (“**Municipality**”), and the Commuter Rail Division of the Regional Transportation Authority, a division of an Illinois municipal corporation (“**Metra**”).

RECITALS:

A. The Constitution of the State of Illinois, Article VII, Section 10, provides that units of local governments may contract among themselves in any manner not prohibited by law or by ordinance and encourages intergovernmental cooperation involving both technical and financial resources.

B. The Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., authorizes public agencies in Illinois to exercise jointly with any other public agency any power or powers, privileges, functions or authority which may be exercised by a public agency, individually, and to enter into contracts for the performance of governmental services, activities, and undertakings.

C. The Municipality has requested that Metra participate in the renovating and repair of the historic Highlands Commuter Station, owned by the BNSF and maintained by the Municipality.

D. Metra has the authority to cooperate with other governmental agencies and desires to contribute grant funds to reimburse Municipality for the cost of renovation and repair work at the Highlands Metra Commuter Station located in Hinsdale.

E. The said renovation and repair work includes stone work, tuck-pointing, and plaster repair work as well as replacing gutters on the depot building on the south side of the tracks, replacing rotted woodwork including the roof and gutters as necessary and stone work on the covered bike and waiting area on the north side of the tracks, as well as prepping and painting both buildings as appropriate (“**Project**”). The “**Project Scope**” and “**Estimate(s)**” are more particularly described on **Exhibit A**, attached to and made a part of this Agreement.

F. The Municipality is authorized to cooperate with Metra in the exercise of its powers and agrees to perform, or cause to be performed, the Project at the Highlands Metra Commuter Station, 509 Highland Road, Hinsdale, Illinois 60521 (the “**Premises**”).

G. Metra’s goal in providing the agreed upon grant funds to the Municipality is to assure its commuter facilities are in a state of good repair.

H. Metra has determined that it is in the best interest of the parties to provide the Municipality grant funding to offset the cost of the performance of the Project.

AGREEMENT

THE PARTIES THEREFORE agree as follows:

1. **THE PROJECT.** The Municipality agrees to undertake and complete the Project which has been approved by Metra and more specifically described on the on the attached **Exhibit A**.
2. **AMOUNT OF GRANT.** Metra agrees to provide grant funding to the Municipality, in an amount not to exceed \$300,000.00 (“**Grant**” or “**Grant Funds**”) toward completion of the Project. Metra, at its sole discretion, may agree in writing to increase the amount of the Grant Funds subject to the approval of Metra’s Executive Director, but in no event shall the total amount provided by Metra under this Agreement exceed the Eligible Costs, as later defined herein. Metra is not liable for any amount in excess of the amount of the Grant Funds. The Municipality agrees that it will provide, or cause to be provided, the cost of Project elements which are not approved for Metra’s participation.
3. **TERM.** Metra agrees to keep the Grant Funds available to pay for Eligible Costs for five (5) years from the full execution of this agreement. The term of this Agreement is for five (5) years or until the Grant Funds available to pay for Eligible Costs have been expended, whichever is earlier. Unless the parties hereto agree to an extension, after five (5) years any Grant Funds not yet expended on Eligible Costs will be retained by Metra.
4. **METRA’S OBLIGATIONS.**
 - (a) Metra has reviewed and approved the Project Scope and Estimate(s).
 - (b) Metra agrees to pay Municipality the Grant Funds pursuant to the terms and conditions of this Agreement.
 - (c) Metra reserves the right to inspect the Project at any and all stages of Work, as later defined herein, and the right to audit the funding transaction and use of said funds.
5. **MUNICIPALITY’S OBLIGATIONS.**
 - (a) Municipality has provided the Project Scope and Estimate(s) for the Project, both of which are attached as **Exhibit A** and made a part hereof.
 - (b) Municipality shall execute all contracts and perform all project management activities in accordance with the terms of this Agreement. Municipality shall follow its established rules, regulations and ordinances for each contract to be paid for with Grant Funds.
 - (c) Municipality shall be responsible for the performance of the Project elements (“**Work**”) or causing the Work to be performed in a good and workmanlike manner and in accordance with the Project Scope and this Agreement.
 - (d) Municipality agrees that it will be solely responsible for obtaining and paying for any permits, licenses, or other authorizations required for the Project including, without

limitation, consent, further agreement(s), and railroad flagging protection which may be required by the BNSF Railway. Additionally, because of the historical status of the Highlands Station site, Municipality agrees to have all of the proposed Work reviewed and approved by the Illinois State Historical Preservation Office (“SHPO”) and provide Metra with documentation of the SHPO’s approval of the Work.

(e) To the fullest extent permitted by law, the Municipality agrees to indemnify, defend and hold harmless Metra, the Regional Transportation Authority (“RTA”), the Northeast Illinois Regional Commuter Railroad Corporation (“NIRCRC”), and the BNSF Railway and each of their respective directors, administrators, officers, agents, employees, successors, assigns, and all other persons, firms, and corporations acting on their behalf or with their authority (the “Indemnitees”), from and against any and all injuries, liabilities, losses, damages, costs, payments, and expenses of every kind and nature (including, without limitation, court costs and attorneys’ fees) for claims, demands, actions, suits, proceedings, judgments, and/or settlements arising out of or in any way relating to or occurring in connection with the Project or this Agreement, except to the extent caused by the negligence of the Indemnitees. The indemnities contained in this Section shall survive termination of this Agreement.

6. JOINT OBLIGATIONS.

(a) The parties agree to do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in furthering the objectives of this Agreement, and the intent of the parties as reflected by the terms of this Agreement, including, without limitation, the enactment of such resolutions and ordinances, the execution of such permits, applications and agreements, and the taking of such other actions as may be necessary to enable the parties’ compliance with the terms and provisions of this Agreement, and as may be necessary to give effect to the objectives of this Agreement and the intentions of the parties as reflected by the terms of this Agreement.

(b) Neither party shall assign this Agreement to any person or entity without the prior written consent of the other party.

(c) Municipality and Metra agree that this Agreement is for the benefit of the parties and not for the benefit of any third-party beneficiary. No third-party shall have any rights or claims against Metra or the Municipality arising from this Agreement.

7. NO OBLIGATIONS TO THIRD-PARTIES. Metra shall not be subject to any obligations or liabilities of contractors of the Municipality or their subcontractors or any other person not a party to this Agreement without Metra's specific consent. This limitation shall apply despite the fact that Metra concurred in or approved of the award of any contract, subcontract or the solicitation thereof. Unless expressly authorized in writing by Metra, the Municipality agrees to refrain from executing any transfer of title, lease, lien, pledge, mortgage, encumbrance, contract, grant anticipation note, alienation, or other obligation that in any way would affect Metra’s interest in any Project Facilities or obligating itself in any manner to any third-party with respect to Project Facilities.

8. CONTRACTOR INDEMNIFICATION AND INSURANCE.

(a) In all contracts executed by Municipality for the Project and performance of the Work on the Premises, or to be located on such Premises, Municipality will require appropriate clauses to be inserted requiring contractors to indemnify, hold harmless, and defend Metra, RTA, NIRCRC, and the BNSF Railway, and each of their directors, employees, agents, licensees, successors, and assigns from and against any and all risks, liabilities, claims, demands, losses, and judgments, including court costs and attorneys' fees, arising from, growing out of, or related in any way to work performed by such contractor(s), or their officers, employees, agents, or subcontractors, and their officers, agents, or employees. The indemnification and hold harmless provisions set forth in this Agreement or in such contracts shall not be construed as an indemnification or hold harmless against and from the negligence of Metra, RTA, NIRCRC or the BNSF Railway with respect to any party performing work on the Premises to the extent such violates the Illinois Construction Contract Indemnification for Negligence Act, 740 ILCS 35/0.01 et seq.

(b) Municipality will further require its contractor to name Metra, RTA, NIRCRC, and the BNSF Railway, and each of their directors, employees, agents, successors, and assigns as additional insured on any insurance that may be required insuring contractor, from and against any and all risks, liabilities, claims, demands, losses and judgments, including court costs and attorneys' fees, arising from, growing out of or in any way related to the work performed or to be performed by such contractor(s).

9. **ELIGIBLE COSTS.**

(a) Expenditures incurred by Municipality shall be reimbursable under the Project as Eligible Costs to the extent they meet the requirements set forth below:

- i. Be necessary in order to accomplish the Project; and
- ii. Be satisfactorily documented (combined, the “**Eligible Costs**”).

(b) In the event that it may be impractical to determine exact costs of indirect or service functions, Eligible Costs will include such allowances for these costs as may be approved in writing by Metra.

10. **PAYMENT.** Metra will pay Municipality upon submittal of an acceptable invoice to Metra along with any detailed information about the Work that may be required by Metra. Upon submittal of an invoice, Metra shall process the invoice to verify that such costs are Eligible Costs incurred by Municipality and shall submit payment within thirty (30) days of the date upon which such payment invoice was timely received. Municipality shall submit invoices for actual costs incurred within forty-five (45) days after completion of the Work. Reimbursement of any cost pursuant to this Section shall not constitute a final determination by Metra of the allowability of such cost and shall not constitute a waiver of any violation of the terms of this Agreement committed by Municipality.

11. **DOCUMENTATION OF PROJECT COSTS.** All costs charged to the Project, including any approved services contributed by Municipality or others, shall be supported by

properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and property of the charges.

12. **AUDIT AND INSPECTION.** During regular business hours and upon at least forty eight (48) hours notice, Municipality shall permit, and shall require its contractors to permit, Metra, RTA, or any other state or federal agency providing grant funds, or their designated agents, authorized to perform such audit and inspection, to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts of Municipality and its contractors with regard to the Project. Metra also may require the Municipality to furnish, at any time prior to close-out of the Project, audit reports related to the Project prepared according to generally accepted accounting principles at Municipality's expense. Municipality agrees to promptly comply with recommendations contained in Metra's final audit report (if required).

13. **RIGHT OF METRA TO TERMINATE.** Upon written notice to Municipality, Metra reserves the right to suspend or terminate all or part of the financial assistance herein provided if Municipality is, or has been, in violation of the terms of this Agreement. Any failure to make progress, which significantly endangers substantial performance of the Project within a reasonable time, shall be deemed to be a violation of the terms of this Agreement. Termination of any part of the Grant Funds will not invalidate obligations properly incurred by Municipality and concurred in by Metra prior to the date of termination to the extent they are non-cancellable. The acceptance of a remittance by Metra of any or all Grant Funds previously received by Municipality or the closing out of Metra financial participation in the Project shall not constitute a waiver of any claim which Metra may otherwise have arising out of this Agreement. In the event of termination of this Agreement during the construction phase for reasons other than violation of the terms hereof by Municipality, Metra shall determine the most appropriate course of action to be taken with respect to the Project.

14. **COMPLIANT WITH RULES AND REGULATIONS.** Municipality agrees that the award of the contracts for the Project has been/will be done in accordance with all applicable state, federal, and Municipality's established rules, regulations and ordinances.

15. **SETTLEMENT OF THIRD-PARTY CONTRACT DISPUTES OR BREACHES.** Metra has a vested interest in the settlement of disputes, defaults, or breaches involving any Metra-assisted third-party contracts. Metra retains a right to a proportionate share, based on the percentage of the Metra share committed to the Project, of any proceeds derived from any third-party recovery. Therefore, Municipality shall avail itself of all legal rights available under any third-party contract. Municipality shall notify Metra of any current or prospective litigation pertaining to any compromise or settlement of the Municipality's claim(s) involving any third-party contract, before making Metra assistance available to support that settlement. If the third-party contract contains a liquidated damages provision, any liquidated damages recovered shall be credited to the project account involved unless Metra permits otherwise.

16. **NOTICES.** All notices, demands, elections, and other instruments required or permitted to be given or made by either party upon the other under the terms of this Agreement or any statute shall be in writing. Such communications shall be deemed to have been

sufficiently served if sent by certified or registered mail with proper postage prepaid, hand delivered or sent for next day delivery by national overnight courier service (i.e. Fedex), , or to such other party or address as either party may from time to time furnish to the other in writing. Such notices, demands, elections and other instruments shall be considered delivered to recipient on the second business day after deposit in the U.S. Mail or by overnight courier, on the day of delivery if hand delivered.

- (a) Notices to Metra shall be sent to:

Metra
547 W. Jackson Boulevard
Chicago, Illinois 60661
Attn: Chief of Staff
Phone: (312) 322-6799

- (b) Notices to Municipality shall be sent to:

Village of Hinsdale
19 E. Chicago Avenue
Hinsdale, Illinois 60521
Attn: Village Manager
Phone (630) 789-7000

17. **GENERAL.**

- (a) This Agreement shall be governed by the laws of the State of Illinois.

(b) This Agreement, together with the exhibits attached hereto (all of which are incorporated herein by this reference), constitutes the entire Agreement between the parties with respect to the subject matter hereof.

(c) The execution, delivery of, and performance under this Agreement is pursuant to authority, validity and duly conferred upon the parties and signatories hereto.

(d) Metra and the Municipality shall maintain their respective records relating to the performance of the Agreement in compliance with the requirements of the Local Records Act (50 ILCS 205/1 *et seq.*) and the Freedom of Information Act (5 ILCS 140/1 *et seq.*) until written approval for the disposal of such records is obtained from the Local Records Commission. All books and records required to be maintained by Metra or the Municipality shall be available for review by the other. Metra and the Municipality shall cooperate with each other (a) with any request for public records made pursuant to the Freedom of Information Act (5 ILCS 140/1 *et seq.*), (b) with any request for public records made pursuant to any audit, and (c) by providing full access to and copying of all relevant books and records within a time period which allows Metra or the Municipality to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*). Failure by Metra or the Municipality to maintain the books, records and supporting documents required by this section or the failure by Metra or the

Municipality to provide full access to and copying of all relevant books and records within a time period which allows Metra or the Municipality to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*) shall establish a presumption in favor of the party served with the Freedom of Information Act request for the recovery of any funds paid by that party under this Agreement or for the recovery for any penalties or attorney's fees imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*). The obligations imposed by this section shall survive final payment and the termination of the other obligations imposed by this Agreement.

(e) This Agreement may be simultaneously executed in counterparts, each of which so executed shall be deemed to be original, and such counterparts together shall constitute one and the same instrument.

(Signature Page to Follow)

THE PARTIES HERETO have signed and made this Agreement as of the date of the later signature below.

VILLAGE OF HINSDALE:

**COMMUTER RAIL DIVISION OF THE
REGIONAL TRANSPORTATION
AUTHORITY (METRA):**

By: _____
Kathleen Gargano, Village Manager

By: _____
James M. Derwinski, CEO/Executive Director

Date signed: _____

Date signed: _____

Exhibit A

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: March 2, 2021

FROM: Thomas Lillie, Deputy Chief
Brian King, Chief of Police

Recommended Motion

Approve an Ordinance amending section 6-12-3 of the Village Code of Hinsdale to allow for the conversion of a two-way to a multi-way stop intersection.

Background

Staff conducted a traffic study at N. Washington Street and Maple Street at the request of the Village Board. The study reviewed both 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 ensure drivers have enough time and distance to identify a potential hazard and safely react to it.

Discussion & Recommendation

The sight distances for the approaches at N. Washington Street and Maple Street vary based upon the time of day, dependent upon the number of vehicles parked on the west side of N. Washington Street. The sight distance for drivers headed eastbound is often significantly reduced due to the quantity of parked vehicles and the slight grade change near the intersection. This is further supported based on recent crashes. Due to these frequent obstructions, AASHTO's recommended minimum sight distances were not satisfied and a multi-way stop sign is necessary unless parking restrictions are implemented.

Modifications to the nearby parking ordinances were considered; however, the loss of parking to correct the sight distance would be too great based on the estimated quantity of visitors at Eve Assisted Living, Hinsdale Public Library, Unitarian Church and Village Hall.

Staff recommends the intersection be controlled by a multi-way stop sign:

			Traffic Volumes		
N-S Street	E-W Street	Crashes (5 Yrs.)	NB – SB	EB – WB	MUTCD Warrant
Washington St.	Maple St.	2	1465	662	Sight Distance



REQUEST FOR BOARD ACTION

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 2 units. An approval of would have an approximate total cost of \$250.00.

Village Board and/or Committee Action

Not Applicable

Documents Attached

A. Proposed Ordinance

VILLAGE OF HINSDALE

ORDINANCE NO. _____

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 Washington at Maple 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.

Washington Street	Maple 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

REQUEST FOR BOARD ACTION
Community Development

AGENDA SECTION: First Reading -ZPS

SUBJECT: Ordinance Adding New Chapter 19 (Group Home Serving Persons with Disabilities) to Title 3

MEETING DATE: March 2, 2021

FROM: Robert McGinnis, Director of Community Development/Building Commissioner

Recommended Motion

Approve an Ordinance adding a new Chapter 19 (Group Homes Serving Persons with Disabilities) To Title 3 (Business and License Regulations), of the Village Code of Hinsdale IL.

Background

The Village currently has no code provisions that provide how the Village deals with requests for reasonable accommodation of disabilities under federal law with respect to strict application of the Zoning Code. Historically, the Village Board has considered requests for such reasonable accommodation on a case-by-case basis with staff collecting the necessary information from the requestor and scheduling consideration of the request at a Village Board meeting.

Discussion & Recommendation

Staff believes that having a more visible process for such requests will help future applicants understand the process and the importance of following it. The attached ordinance codifies the Village's process for considering reasonable accommodation requests and further creates the ability for certain requests for accommodation in the form of group home living arrangements for the disabled to be approved without special consideration if specific standards are met. The standards pertain to location and intensity of use.

Budget Impact

N/A

Village Board and/or Committee Action

N/A

Documents Attached

1. Draft Ordinance adding a new Chapter 19 (Group Homes Serving Persons with Disabilities) To Title 3 (Business and License Regulations), of the Village Code of Hinsdale IL.

VILLAGE OF HINSDALE

ORDINANCE NO. _____

AN ORDINANCE ADDING A NEW CHAPTER 19 (GROUP HOMES SERVING PERSONS WITH DISABILITIES) TO TITLE 3 (BUSINESS AND LICENSE REGULATIONS), OF THE VILLAGE CODE OF HINSDALE, ILLINOIS

WHEREAS, the Village of Hinsdale, as a non-home rule municipality, has the authority to adopt ordinances and to promulgate rules and regulations that protect the public health, safety and welfare of its citizens, business owners and their property pursuant to the statutory police powers and business regulation statutes as set forth in the Illinois Municipal Code; and

WHEREAS, the Village of Hinsdale already has a program to consider reasonable accommodation of disabled individuals covered by the United States Americans with Disabilities Act and the Fair Housing Act in all respects, including but not limited to, with respect to zoning regulations on a case-by-case basis; and

WHEREAS, the Village of Hinsdale has confronted a situation where a property owner unilaterally began using a property as a group home, without zoning or other applicable approvals, as required by Village regulations; and

WHEREAS, the Village of Hinsdale seeks to specifically recognize zoning and other accommodation of persons with disabilities as a permitted use in certain zoning districts; and

WHEREAS, the Village of Hinsdale seeks to clarify the process of providing reasonable accommodation of group homes serving persons with disabilities by codifying the process for requesting and obtaining reasonable accommodation prior to receiving a certificate of occupancy authorizing the commencement of such use, all as detailed in the amendments set forth below.

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

SECTION 1: Each whereas paragraph set forth above is incorporated by reference into this Section 1.

SECTION 2: Title 3 (Business and License Regulations) of the Village Code of Hinsdale is amended by adding a new Chapter 19 (Accommodations to Group Homes Serving Persons with Disabilities) to read in its entirety as follows:

**"CHAPTER 19
GROUP HOMES SERVING PERSONS WITH DISABILITIES**

SECTION:

- 3-19-1: LICENSE REQUIRED**
- 3-19-2: DEFINITIONS**
- 3-19-3: APPLICATION; FEE; LICENSE QUALIFICATIONS**
- 3-19-4: ZONING; REASONABLE ACCOMMODATIONS**
- 3-19-5: REVOCATION OR DENIAL OF LICENSE**

3-19-1: LICENSE REQUIRED:

It shall be unlawful for any person to engage in, operate, carry on, or manage, a group home within the Village without first having secured a license in conformance with the requirements of this chapter.

3-19-2: DEFINITIONS:

As used in this chapter, the following terms shall have the following meanings:

DWELLING UNIT means a residential building in which the rooms are arranged, designed or used as living quarters for one family only.

GROUP HOME means a single dwelling unit occupied on a permanent basis by more than three (3) but no more than eleven (11) unrelated people, provided that (a) the group includes more than one (1) but no more than ten (10) unrelated persons with disabilities (as defined by the Americans with Disabilities Act of 1990 (42 USC § 12102(4))); (b) there are professional support staff on premises twenty-four hours per day provided by the individual or entity obtaining the license,; and (c) no persons other than (a) and (b) occupy the unit. "Group Home" does not include a residence which serves persons as an alternative to incarceration for a criminal offense or serves persons whose primary reason for placement is treatment of a communicable disease. If a group home serves persons considered to be persons with disabilities under the ADA due to addiction to illegal drugs, those persons must at all times qualify for protections under the ADA (i.e., they must not at any time engage in the current use of illegal drugs).

3-19-3: APPLICATION; FEE; LICENSE QUALIFICATIONS:

A. Applications for a group home license shall be made in writing to the Village Clerk on a form maintained by the Clerk for that purpose.

- B. The annual fee for such license shall be \$250.00.
- C. An application for a group home license must demonstrate that the following requirements are met:
1. The group home, and its sponsoring organization, must be licensed by the State of Illinois, if applicable.
 2. The application shall be under oath and contain, at a minimum:
 - a. The location of the group home for which a license is sought;
 - b. The number of persons who will be residing on the premises, including the number of persons with disabilities, the nature of the disabilities of the persons the group home is intended to serve, and number of professional live-in staff;
 - c. The name and address of the applicant, if an individual, and if a firm, partnership, or association, of every member thereof, and in the case of a corporation, the principal address of the corporation and the name and address of its officers;
 - d. The name of the person under whose management or supervision the group home or group home facility will be conducted;
 - e. Such information relating to the number, identity, experience, background and training of professional support staff of the group home as the Village may deem necessary, including applicable accreditation; and
 - f. Other information required as part of the application as the Village may deem necessary.
 3. The applicant must demonstrate that the occupants will either be persons with disabilities as defined by the Americans with Disabilities Act of 1990 (42 USC § 12102(4)) or professional support staff.
 4. The group home must provide professional staff as required by the occupants' evaluated needs.
 5. The applicant must certify that, prior to beginning operations, the group home will obtain a certificate of occupancy following inspection in conformance with the requirements of the Village's adopted residential building code. Failure to timely apply for and obtain such certificate of occupancy shall constitute grounds for revocation pursuant to Section 3-19-5 herein
 6. Dwelling units must meet the following minimum space requirements:
 - a. Living Room: 150 square feet
 - b. Dining Room: 100 square feet

- c. Kitchen: 60 square feet
- d. Bedroom: 70 square feet minimum plus 70 square feet for the first occupant with 50 square feet for each additional occupant.

7. Prior to obtaining a certificate of occupancy, the applicant must provide a proposed parking plan to the Village which provides for the following:

- a. Each group home shall require off-street parking spaces in the amount of .5 spaces per resident + 1 space per professional live-in staff member. If the computation of off-street parking spaces results in a fractional number, any fraction up to one-half ($1/2$) shall be disregarded and fractions of one-half ($1/2$) or over shall require one (1) parking space.
- b. In the event that the number of parking spaces required by subsection a. cannot be placed on the parcel in accordance with the applicable regulations of the Village without the demolition of an existing structure to accommodate the parking area the Village may authorize up to a twenty (20) percent reduction in the total number of parking spaces required on the lot. The Village may only issue such authorization upon determination that the reduction will not unreasonably increase parking congestion along public streets or in parking areas located in nearby lots.
- c. In the event that an applicant demonstrates that fewer parking spaces are needed to serve the use at the time of the permit application, the Village may authorize a reduction in the amount of parking spaces required and reserve additional land for potential use as parking at a future time.

8. The group home must be located no closer than 600 feet from the next nearest group home. There will be no more than 3 total group homes permitted under this section.

9. The dwelling unit and proposed group home must meet all building, fire code and other Village health and safety code regulations.

3-19-4: ZONING; REASONABLE ACCOMMODATIONS:

A. Notwithstanding any zoning use regulations found in the Hinsdale Zoning Code, a group home of no more than ten (10) residents as defined by Section 3-19-2, upon obtaining a license to operate a group home as provided in this Section, shall be a permitted use as a reasonable accommodation in the R-5 and R-6 zoning districts, as well as in the R-3 zoning district if the lot abuts the R-5 or R-6 districts, and in the O-1 zoning district if the O-1 lot is subject to redevelopment and abuts the IB, O-2, R-5, or R-6 districts; however, in no instance shall a group home be permitted under this

section if it is located within 100 feet of any property used for school purposes..

B. Nothing in this chapter shall (1) prohibit a person or entity from applying for additional reasonable accommodations related to a group home other than for use, or a reasonable accommodation in any zoning district pursuant to an individual application seeking a reasonable accommodation, or (2) limit the Board of Trustees' ability to grant reasonable accommodation to disabled individuals on a case-by-case basis in any zoning district.

3-19-5: REVOCATION OR DENIAL OF LICENSE:

Any group home license issued under this chapter may be suspended or revoked in conformance with the procedures set forth in section 3-1-10 of this title.

SECTION 3: All ordinances, or parts of ordinances, in conflict with the provisions of this Ordinance, to the extent of such conflict, are repealed.

SECTION 4: Each section, paragraph, clause and provision of this Ordinance is separable and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision.

SECTION 5: Except as to the Code provisions set forth above in this Ordinance, all chapters and sections of the Village Code of the Village of Hinsdale, as amended, shall remain in full force and effect.

SECTION 6: This Ordinance shall be in full force and effect from and after its adoption, approval, and publication in pamphlet form as 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

This Ordinance was published by me in pamphlet form on the _____ day of _____, 2021.

Christine M. Bruton, Village Clerk



REQUEST FOR BOARD ACTION
Finance

AGENDA SECTION: Consent – ACA
SUBJECT: Accounts Payable-Warrant #1735
MEETING DATE: March 2, 2021
FROM: Alison Brothen, Interim Finance Director *AB*

Recommended Motion

Approve payment of the accounts payable for the period of February 15, 2021 through February 26, 2021 in the aggregate amount of \$432,154.90 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 #1735 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 #1735

VILLAGE OF HINSDALE

ACCOUNTS PAYABLE WARRANT REGISTER #1735

FOR PERIOD February 15, 2021 through February 26, 2021

The attached Warrant Summary by Fund and Warrant Register listing TOTAL DISBURSEMENTS FOR ALL FUNDS of \$432,154.90 reviewed and approved by the below named officials.

APPROVED BY Alison Brothen DATE 2/25/21
INTERIM VILLAGE TREASURER/FINANCE DIRECTOR

APPROVED BY _____ DATE _____
VILLAGE MANAGER

APPROVED BY _____ DATE _____
VILLAGE TRUSTEE

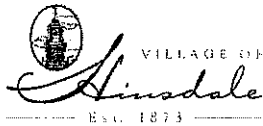
**Village of Hinsdale
#1735
Summary By Fund**

Recap By Fund	Fund	Regular Checks	ACH/Wire Transfers	Total
General Fund	100	185,553.48	-	185,553.48
Water & Sewer Operations	600	4,448.84	-	4,448.84
Escrow Funds	720	26,000.00	-	26,000.00
Payroll Revolving Fund	740	4,675.12	211,031.21	215,706.33
Library Operating Fund	900	446.25	-	446.25
Total		221,123.69	211,031.21	432,154.90

Village of Hinsdale
Schedule of Bank Wire Transfers and ACH Payments
1735

Payee/ Date	Description	Vendor Invoice	Invoice Amount
Electronic Federal Tax Payment Systems 2/19/2021	Village Payroll #4 - Calendar 2021	FWH/FICA/Medicare	\$ 92,839.77
Illinois Department of Revenue 2/19/2021	Village Payroll #4 - Calendar 2021	State Tax Withholding	\$ 19,240.28
ICMA - 457 Plans 2/19/2021	Village Payroll #4 - Calendar 2021	Employee Withholding	\$ 18,302.16
HSA PLAN CONTRIBUTION 2/19/2021	Village Payroll #4 - Calendar 2021	Employer/Employee Withholding	\$ 1,300.00
Intergovernmental Personnel Benefit Cooperative		Employee Insurance	\$ -
Illinois Municipal Retirement Fund		Employer/Employee	\$ 79,349.00
Total Bank Wire Transfers and ACH Payments			<u>\$ 211,031.21</u>

ipbc-general -
payroll 211,031.21
211,031.21



Warrant Register 1735

Invoice	Description	Invoice/Amount
AFLAC-FLEXONE		
8357	Payroll Run 1 - Warrant PR2104	846.65
	Check Date 2/19/2021 Total For Check # 108564	846.65
NATIONWIDE RETIREMENT SOL		
8356	Payroll Run 1 - Warrant PR2104	200.00
	Check Date 2/19/2021 Total For Check # 108565	200.00
NATIONWIDE TRUST CO FSB		
8358	Payroll Run 1 - Warrant PR2104	3,397.70
	Check Date 2/19/2021 Total For Check # 108566	3,397.70
STATE DISBURSEMENT UNIT		
8359	Payroll Run 1 - Warrant PR2104	230.77
	Check Date 2/19/2021 Total For Check # 108567	230.77
AMERICAN EXPRESS		
8-03003-020921	JAN21 MISC CHARGES	49.95
8-03003-020921	JAN21 MISC CHARGES	0.99
8-03003-020921	JAN21 MISC CHARGES	-7.93
	Check Date 2/19/2021 Total For Check # 108568	43.01
BMO HARRIS BANK N.A. PYMT		
JAN2021	JAN21 MISCELLANEOUS CHARGES	144.00
JAN2021	JAN21 MISCELLANEOUS CHARGES	27.11
JAN2021	JAN21 MISCELLANEOUS CHARGES	51.99
JAN2021	JAN21 MISCELLANEOUS CHARGES	480.37
JAN2021	JAN21 MISCELLANEOUS CHARGES	33.42
JAN2021	JAN21 MISCELLANEOUS CHARGES	25.70
JAN2021	JAN21 MISCELLANEOUS CHARGES	34.99
JAN2021	JAN21 MISCELLANEOUS CHARGES	9.95
JAN2021	JAN21 MISCELLANEOUS CHARGES	89.00
JAN2021	JAN21 MISCELLANEOUS CHARGES	0.99
JAN2021	JAN21 MISCELLANEOUS CHARGES	25.99
JAN2021	JAN21 MISCELLANEOUS CHARGES	140.00
JAN2021	JAN21 MISCELLANEOUS CHARGES	5.00
JAN2021	JAN21 MISCELLANEOUS CHARGES	844.14
JAN2021	JAN21 MISCELLANEOUS CHARGES	156.49
JAN2021	JAN21 MISCELLANEOUS CHARGES	12.00
JAN2021	JAN21 MISCELLANEOUS CHARGES	15.96
JAN2021	JAN21 MISCELLANEOUS CHARGES	38.99
JAN2021	JAN21 MISCELLANEOUS CHARGES	34.64



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Invoice	Description	Invoice/Amount
JAN2021	JAN21 MISCELLANEOUS CHARGES	-18.64
JAN2021	JAN21 MISCELLANEOUS CHARGES	29.95
JAN2021	JAN21 MISCELLANEOUS CHARGES	76.91
JAN2021	JAN21 MISCELLANEOUS CHARGES	41.89
JAN2021	JAN21 MISCELLANEOUS CHARGES	36.99
JAN2021	JAN21 MISCELLANEOUS CHARGES	11.26
JAN2021	JAN21 MISCELLANEOUS CHARGES	15.90
JAN2021	JAN21 MISCELLANEOUS CHARGES	69.99
JAN2021	JAN21 MISCELLANEOUS CHARGES	25.00
JAN2021	JAN21 MISCELLANEOUS CHARGES	117.98
JAN2021	JAN21 MISCELLANEOUS CHARGES	12.99
JAN2021	JAN21 MISCELLANEOUS CHARGES	306.83
JAN2021	JAN21 MISCELLANEOUS CHARGES	60.92
JAN2021	JAN21 MISCELLANEOUS CHARGES	112.29
JAN2021	JAN21 MISCELLANEOUS CHARGES	72.22
JAN2021	JAN21 MISCELLANEOUS CHARGES	60.00
JAN2021	JAN21 MISCELLANEOUS CHARGES	26.35
JAN2021	JAN21 MISCELLANEOUS CHARGES	25.98
JAN2021	JAN21 MISCELLANEOUS CHARGES	609.89
JAN2021	JAN21 MISCELLANEOUS CHARGES	149.98
JAN2021	JAN21 MISCELLANEOUS CHARGES	79.72
JAN2021	JAN21 MISCELLANEOUS CHARGES	178.00
JAN2021	JAN21 MISCELLANEOUS CHARGES	25.98
JAN2021	JAN21 MISCELLANEOUS CHARGES	34.95
JAN2021	JAN21 MISCELLANEOUS CHARGES	17.40
JAN2021	JAN21 MISCELLANEOUS CHARGES	117.42
JAN2021	JAN21 MISCELLANEOUS CHARGES	41.61
JAN2021	JAN21 MISCELLANEOUS CHARGES	21.83
Check Date 2/19/2021 Total For Check # 108569		4,532.32

BULLSEYE TELECOM

38447580	PHONE CHARGES-FEB21 1/26-2/26/21	728.26
38447580	PHONE CHARGES-FEB21 1/26-2/26/21	77.43
38447580	PHONE CHARGES-FEB21 1/26-2/26/21	72.80
38447580	PHONE CHARGES-FEB21 1/26-2/26/21	291.19
38447580	PHONE CHARGES-FEB21 1/26-2/26/21	72.80
38447580	PHONE CHARGES-FEB21 1/26-2/26/21	643.15
38447580	PHONE CHARGES-FEB21 1/26-2/26/21	403.21
38447580	PHONE CHARGES-FEB21 1/26-2/26/21	77.43



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Invoice	Description	Invoice/Amount
38447580	PHONE CHARGES-FEB21 1/26-2/26/21	72.80
38447580	PHONE CHARGES-FEB21 1/26-2/26/21	150.22
38447580	PHONE CHARGES-FEB21 1/26-2/26/21	48.78
	Check Date 2/19/2021 Total For Check # 108570	2,638.07
COMCAST		
8771201110009242	POLICE/FIRE 2/16 TO 3/15/21	70.00
8771201110009242	POLICE/FIRE 2/16 TO 3/15/21	69.99
	Check Date 2/19/2021 Total For Check # 108571	139.99
FULLERS HOME & HARDWARE		
JAN2021	MISC HARDWARE	14.39
JAN2021	MISC HARDWARE	5.39
JAN2021	MISC HARDWARE	11.86
JAN2021	MISC HARDWARE	12.59
JAN2021	MISC HARDWARE	17.99
JAN2021	MISC HARDWARE	6.99
JAN2021	MISC HARDWARE	8.54
JAN2021	MISC HARDWARE	-6.99
JAN2021	MISC HARDWARE	4.49
JAN2021	MISC HARDWARE	5.39
	Check Date 2/19/2021 Total For Check # 108572	80.64
VANNORSDEL, DAVID		
JAN-21	ERP PROJ MGMNT-1/1-1/31 blanket po appr VOB 2/2/21	8,000.00
JAN-21	ERP PROJ MGMNT-1/1-1/31 blanket po appr VOB 2/2/21	4,000.00
	Check Date 2/19/2021 Total For Check # 108573	12,000.00
ADVANTAGE TRAILER-HITCHES		
65661	REPAIRS TO WATER TRAILER	180.59
	Check Date 2/26/2021 Total For Check # 108574	180.59
AEP ENERGY		
3013129837-JAN21	JAN21 STREET LIGHT	7,342.33
	Check Date 2/26/2021 Total For Check # 108575	7,342.33
AIR ONE EQUIPMENT		
165331	HYDRO TESTING COMPRESSORS/CYLINDERS	420.00
165505	HOMESOAIP PAD AND IPHONE CLEANER	179.00
	Check Date 2/26/2021 Total For Check # 108576	599.00
AT & T		
63032338639258	VEECK PARK-WP 2/13-3/12/21	322.42
	Check Date 2/26/2021 Total For Check # 108577	322.42



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Invoice	Description	Invoice/Amount
ATLAS BOBCAT LLC		
716561	EMERG REPAIR WORK #93	1,401.98
BI0256	A/C BELT #91	20.86
BI0235	DRIVE BELT #91	65.53
BI0456	7-WAY HARNESS & MOUNT #91	329.68
BI0573	RETURNED BATTERY CORE	-322.98
Check Date 2/26/2021 Total For Check # 108578		1,495.07
CARGILL INCORPORATED		
2905975485	BULK SALT	855.87
2905990773	BULK SALT	4,885.82
2905929311	BULK SALT	1,080.81
2905935738	BULK SALT	3,158.24
Check Date 2/26/2021 Total For Check # 108579		9,980.74
CENTRAL PARTS WAREHOUSE		
630388A	PLOW MARKERS	138.84
631214A	PARTS FOR SALT SPREADER #92	952.40
138.84	WESTERN & SCHMIDT PLOW GUIDE STICKS	138.84
Check Date 2/26/2021 Total For Check # 108580		1,230.08
CINTAS CORPORATION 769		
4076205900	MAT SERVICE	22.85
4076205900	MAT SERVICE	27.42
4076205900	MAT SERVICE	21.39
4076205900	MAT SERVICE	12.15
4076205900	MAT SERVICE	46.07
4076205900	MAT SERVICE	42.97
Check Date 2/26/2021 Total For Check # 108581		172.85
CINTAS FIRST AID & SAFETY		
50522870250	RESTOCK FIRST AID CABINET-VH	58.22
50522870250	RESTOCK FIRST AID CABINET-VH	58.22
Check Date 2/26/2021 Total For Check # 108582		116.44
CLARK BAIRD SMITH LLP		
13570	LEGAL FILE-LABOR GENERAL FILE #12929	12,705.00
Check Date 2/26/2021 Total For Check # 108583		12,705.00
COMED-6112		
1653148069	TRAFFIC SIGNALS-12/30-1/29/21	61.46
Check Date 2/26/2021 Total For Check # 108584		61.46



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Invoice	Description	Invoice/Amount
COMMERCIAL COFFEE SERVICE		
159967	COFFEE	40.75
159967	COFFEE	40.75
Check Date 2/26/2021 Total For Check # 108585		81.50
COMPASS MINERALS AMERICA		
738874	BULK SALT	8,813.96
749633	BULK SALT	8,899.15
Check Date 2/26/2021 Total For Check # 108586		17,713.11
COOK COUNTY TREASURER		
2020-4	10/1-12/31/20 TRAFFIC SIGNALS	24.00
Check Date 2/26/2021 Total For Check # 108587		24.00
CURRIE MOTORS		
E8580	SQUAD CAR-VOB 11/17/20	36,573.00
Check Date 2/26/2021 Total For Check # 108588		36,573.00
DAILY HERALD PADDOCK PUB		
169399	LEGAL NOTICE & BID	230.00
169399	LEGAL NOTICE & BID	161.00
Check Date 2/26/2021 Total For Check # 108589		391.00
DISCOVERY BENEFITS		
0001296306-IN	JAN2021 FSA	8.50
0001296306-IN	JAN2021 FSA	29.75
0001296306-IN	JAN2021 FSA	25.50
0001296306-IN	JAN2021 FSA	4.25
0001296306-IN	JAN2021 FSA	8.50
0001296306-IN	JAN2021 FSA	21.25
Check Date 2/26/2021 Total For Check # 108590		97.75
ENGAGE2EXCEL, INC		
3851888	SERVICE AWARD PIN	134.67
Check Date 2/26/2021 Total For Check # 108591		134.67
ETP LABS, INC		
21-134968	DISTRIBUTION BACTERIA SAMPLES	240.00
Check Date 2/26/2021 Total For Check # 108592		240.00
FACTORY MOTOR PARTS CO		
61-507988	TOWELS FOR CLEANING WINDOWS/MIRRORS	38.00
Check Date 2/26/2021 Total For Check # 108593		38.00



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Invoice	Description	Invoice/Amount
FARONICS TECHNOLOGIES USA		
00191675HPD	SOFTWARE	189.97
Check Date 2/26/2021 Total For Check # 108594		189.97
FULLERS SERVICE CENTER IN		
AUGUST2019	CAR WASHES	128.00
MARCH2019	CAR WASHES	176.00
DECEMBER2020	CAR WASHES	80.00
NOVEMBER2020	CAR WASHES	48.00
20	CBD & PARKS REFUSE REMOVAL	1,620.00
JANUARY2021PD	JAN WASHES	195.00
Check Date 2/26/2021 Total For Check # 108595		2,247.00
GALLAGHER, TOM		
020321	OT SNOW PLOW MEAL 2/3/21	11.02
Check Date 2/26/2021 Total For Check # 108596		11.02
GALLS		
017322237	UNIFORMS	169.21
Check Date 2/26/2021 Total For Check # 108597		169.21
GRAINGER, INC.		
9803303255	WATER COOLER FILTER	97.60
Check Date 2/26/2021 Total For Check # 108598		97.60
HOME DEPOT CREDIT SERVICE		
JAN2021	JAN2021 MISCELLANOUS HARDWARE	138.47
JAN2021	JAN2021 MISCELLANOUS HARDWARE	11.08
JAN2021	JAN2021 MISCELLANOUS HARDWARE	106.12
JAN2021	JAN2021 MISCELLANOUS HARDWARE	79.73
JAN2021	JAN2021 MISCELLANOUS HARDWARE	56.83
JAN2021	JAN2021 MISCELLANOUS HARDWARE	45.00
JAN2021	JAN2021 MISCELLANOUS HARDWARE	100.22
JAN2021	JAN2021 MISCELLANOUS HARDWARE	72.20
Check Date 2/26/2021 Total For Check # 108599		609.65
HR GREEN INC		
140964	ALLEY PLAT OF VACATION	500.00
Check Date 2/26/2021 Total For Check # 108600		500.00
HUGHES ENVIRONMENTAL CONSULTING INC		
102	CERTIFIED OPERATOR SVCS JAN21	400.00
Check Date 2/26/2021 Total For Check # 108601		400.00



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Invoice	Description	Invoice/Amount
INTERSTATE BILLING SERVIC		
302234474	TRANS COOLER HOSES/FILTER KIT #4	186.55
3022345901	MIRROR BRACKET & ARM	186.50
3022282592	MIRROR BRACKET #7	43.75
Check Date 2/26/2021 Total For Check # 108602		416.80
IRMA		
IVC0011728	VOLUNTEER COVERAGE	425.00
IVC0011728	VOLUNTEER COVERAGE	425.00
Check Date 2/26/2021 Total For Check # 108603		850.00
JLD CONSULTING GROUP		
12113	JAN21 CONSULTING FEE	5,500.00
12114	FEB21 CONSULTING FEE	5,500.00
Check Date 2/26/2021 Total For Check # 108604		11,000.00
JOHNSON CONTROLS FIRE		
35479391	QTRLY FIRE ALARM LEASE/MONITORING	62.10
35479391	QTRLY FIRE ALARM LEASE/MONITORING	62.10
Check Date 2/26/2021 Total For Check # 108605		124.20
KIPPS LAWNMOWER SALES		
493984	REPLACEMENT PARTS SNOW THROWERS	51.74
Check Date 2/26/2021 Total For Check # 108606		51.74
KLUBER, INC		
7543	ENGINEERING DESIGN PD/FD BOILER REPLACE	1,837.50
7543	ENGINEERING DESIGN PD/FD BOILER REPLACE	1,837.50
7488	ENGINEER DESIGN FOR PD/FD BOILER REPLACE	946.07
7488	ENGINEER DESIGN FOR PD/FD BOILER REPLACE	946.08
Check Date 2/26/2021 Total For Check # 108607		5,567.15
KONECRANES, INC		
154374653	OCT20 INSPECTION	640.00
154374653	OCT20 INSPECTION	300.00
Check Date 2/26/2021 Total For Check # 108608		940.00
LAW ENFORCEMENT RECORDS		
LERMI	MEMBERSHIP	25.00
LERMI-2	MEMEBERSHIP	15.00
Check Date 2/26/2021 Total For Check # 108609		40.00
MACON COUNTY LAW ENFORCEMENT		
21-488	BASIC ACADEMY	14,016.00
Check Date 2/26/2021 Total For Check # 108610		14,016.00



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Invoice	Description	Invoice/Amount
MANGANIELLO, JIM		
FEB2021	FEB2021 READINGS	57.50
	Check Date 2/26/2021 Total For Check # 108611	57.50
NAPA AUTO PARTS		
6306-574914	2 GALLONS OF DEF/PENETRANT/ANTIFREEZE	64.88
	Check Date 2/26/2021 Total For Check # 108612	64.88
NEUCO INC		
4896348	BOILER PARTS-KLM	127.16
	Check Date 2/26/2021 Total For Check # 108613	127.16
NORTH EAST MULTI-REGIONAL		
279964	CLASSES	150.00
	Check Date 2/26/2021 Total For Check # 108614	150.00
NUCO2 INC		
65345842	CO2 TANK LEASE	100.63
	Check Date 2/26/2021 Total For Check # 108615	100.63
NUTOYS LEISURE PRODUCTS		
51181	MEMORIAL BENCH	801.00
	Check Date 2/26/2021 Total For Check # 108616	801.00
O'LEARY'S CONTRACTORS EQUIP & SUPPLY		
367318	EMERG RENTAL BOBCAT/UNIT #93 REPAIRS	1,560.00
	Check Date 2/26/2021 Total For Check # 108617	1,560.00
BEDNARA, JOSEPH		
26700	KLM SECURITY DEP-EN200517 #26700	250.00
	Check Date 2/26/2021 Total For Check # 108618	250.00
BUILDER'S ASPHALT LLC		
25242	CONT BD-123 N WASHINGTON #25242	10,000.00
	Check Date 2/26/2021 Total For Check # 108619	10,000.00
BUILDER'S ASPHALT LLC		
25241	ST MGMT-123 N WASHINGTON #25241	3,000.00
	Check Date 2/26/2021 Total For Check # 108620	3,000.00
BURROWS, ABIGAIL		
219393	WITHDREW FROM NATURE PROGRAMS	128.00
	Check Date 2/26/2021 Total For Check # 108621	128.00



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Invoice	Description	Invoice/Amount
CANDOR HEALTH EDUCATION		
24860	KLM SECURITY DEP-EN201106 #24860	500.00
	Check Date 2/26/2021 Total For Check # 108622	500.00
CONNELLY, MARC		
2107235	OVERPAID ON ACCOUNT	27.52
	Check Date 2/26/2021 Total For Check # 108623	27.52
HURON CONSTRUCTION		
25389	CONT BD-5593 S OAK #25389	10,000.00
	Check Date 2/26/2021 Total For Check # 108624	10,000.00
HURON CONSTRUCTION		
25388	ST MGMT-5593 S OAK #25388	3,000.00
	Check Date 2/26/2021 Total For Check # 108625	3,000.00
MESSMORE, KATIE		
26668	KLM SECURITY DEP-EN200829 #26668	500.00
	Check Date 2/26/2021 Total For Check # 108626	500.00
MONTVIDAS, LINAS		
V-02-20	REF OF V-02-20 ESCROW DEP	600.00
	Check Date 2/26/2021 Total For Check # 108627	600.00
THOMAS, CHRIS		
1504083	OVERPAID FINAL	27.27
	Check Date 2/26/2021 Total For Check # 108628	27.27
PENTEGRA SYSTEMS		
62457	CAMERAS	1,154.90
62520	CAMERAS	368.75
	Check Date 2/26/2021 Total For Check # 108629	1,523.65
PERSONNEL STRATEGIES LLC		
17185	ASSESSMENT FOR NICHOLAS CHISM PRE-EMPLOY	350.00
	Check Date 2/26/2021 Total For Check # 108630	350.00
PGS CUSTOM PRODUCTS		
267508	UNIFORMS-DUTY T-SHIRTS	410.00
	Check Date 2/26/2021 Total For Check # 108631	410.00
PORTER LEE CORPORATION		
24910	SOFTWARE RENEWAL	1,013.00
	Check Date 2/26/2021 Total For Check # 108632	1,013.00



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Invoice	Description	Invoice/Amount
RAY O'HERRON CO INC		
2086291-IN	SUPPLIES	170.82
	Check Date 2/26/2021 Total For Check # 108633	170.82
RED WING BUSINESS ADVANTA		
20210210019991	UNIFORM ALLOW	359.95
	Check Date 2/26/2021 Total For Check # 108634	359.95
REGIONAL TRUCK EQUIPMENT		
226422	HYD TANK SCREEN & CAP FOR FILL POINT	29.50
226460	QUILL ASSEMBLY #13 PLOW LEAKING	24.71
	Check Date 2/26/2021 Total For Check # 108635	54.21
ROEHN, RICH		
206707	LUNCHROOM SUPPLIES	20.39
	Check Date 2/26/2021 Total For Check # 108636	20.39
RUSSO POWER		
SPI10525150	REPLACEMENT PARTS FOR SNOW THROWERS	80.12
	Check Date 2/26/2021 Total For Check # 108637	80.12
RYDIN SIGN & DECAL		
377052	2021-22 VEHICLE LICENSE DECALS	1,904.10
377052	2021-22 VEHICLE LICENSE DECALS	187.50
377052	2021-22 VEHICLE LICENSE DECALS	94.05
	Check Date 2/26/2021 Total For Check # 108638	2,185.65
STEVE PIPER & SONS		
16648	TREE REMOVAL STUMP GRINDING	2,512.68
16649	TREE REMOVALS	2,995.76
	Check Date 2/26/2021 Total For Check # 108639	5,508.44
TASC-CLIENT INVOICES		
IN1965085	FEB21 FMLA ADMIN FEE	379.05
	Check Date 2/26/2021 Total For Check # 108640	379.05
TERRACE SUPPLY CO		
544814	RESISTOR-WIRE FEEDER FOR MIG WELDER	24.29
	Check Date 2/26/2021 Total For Check # 108641	24.29
THE HINSDALEAN		
35893	SHOP LOCAL NEW YEAR AD	695.00
35745	SHOP LOCAL NEW YEAR AD	695.00
	Check Date 2/26/2021 Total For Check # 108642	1,390.00



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Invoice	Description	Invoice/Amount
THE KNOT INC		
INVUSD591148059	3 MONTHS ADVERTISING	1,200.00
	Check Date 2/26/2021 Total For Check # 108643	1,200.00
THE LAW OFFICES OF AARON H. REINKE		
H-2-18-2021	ADMIN HEARINGS-TOWINGS	150.00
	Check Date 2/26/2021 Total For Check # 108644	150.00
THE STEVENS GROUP		
0102870	BUSINESS CARDS	58.25
0102559	BUSINESS CARDS	51.75
0103177	NOTEBOOKS	875.95
	Check Date 2/26/2021 Total For Check # 108645	985.95
THIRD MILLENIUM		
25849	UTILITY BILLING-2/3/21	1,056.90
	Check Date 2/26/2021 Total For Check # 108646	1,056.90
THOMSON REUTERS WEST		
843763443	SUBSCRIPTION	211.84
	Check Date 2/26/2021 Total For Check # 108647	211.84
TOSHIBA FINANCIAL SERVICE		
436424105	FEB21 LEASE COPIER-ADMIN SC1HJ17548	307.74
	Check Date 2/26/2021 Total For Check # 108648	307.74
TYLER TECHNOLOGIES, INC		
045-329995	SAAS CONTRACT IMPLEMENT-LEIGH	3,840.00
	Check Date 2/26/2021 Total For Check # 108649	3,840.00
UNITED STATES POSTAL SVC		
77997582-FEB21	MAIL MACHINE POSTAGE-FEB21	3,000.00
	Check Date 2/26/2021 Total For Check # 108650	3,000.00
US GAS		
361013	MEDICAL OXYGEN 13 CYLINDERS	109.38
	Check Date 2/26/2021 Total For Check # 108651	109.38
VERIZON WIRELESS		
9872229316	IPADS, MDT'S ROUTER	254.48
9872229316	IPADS, MDT'S ROUTER	513.22
9872229316	IPADS, MDT'S ROUTER	135.96
9872229316	IPADS, MDT'S ROUTER	474.55
9871929102	VOICE/MOBILE BROADBAND	38.01
9871929102	VOICE/MOBILE BROADBAND	50.04



Warrant Register 1735

Invoice	Description	Invoice/Amount
	Check Date 2/26/2021 Total For Check # 108652	1,466.26
VILLAGE TRUE VALUE HDWE		
241941	REPLACE OLD TARPS & ROTTED CORDS	27.02
	Check Date 2/26/2021 Total For Check # 108653	27.02
VULCAN CONST MATERIALS LL		
32551136	CA-6 STONE BACKFILL	1,519.61
	Check Date 2/26/2021 Total For Check # 108654	1,519.61
WAREHOUSE DIRECT INC		
4879182-0	KLM OFFICE SUPPLIES	46.75
4887086-0	KLM JANITORIAL SUPPLIES	118.12
C4863069-0	RETURN MERCHANDISE	-138.25
4883644-0	SUPPLIES	109.56
4888549-0	SUPPLIES	152.79
	Check Date 2/26/2021 Total For Check # 108655	288.97
WARREN OIL COMPANY		
W1369430	2/2-2/9/21 DIESEL FUEL	209.30
W1369430	2/2-2/9/21 DIESEL FUEL	2,131.23
W1369430	2/2-2/9/21 DIESEL FUEL	333.01
W1369430	2/2-2/9/21 DIESEL FUEL	165.19
W13687072	1/15-2/1/21 DIESEL FUEL	325.55
W13687072	1/15-2/1/21 DIESEL FUEL	2,316.48
W13687072	1/15-2/1/21 DIESEL FUEL	32.57
W13687072	1/15-2/1/21 DIESEL FUEL	118.34
	Check Date 2/26/2021 Total For Check # 108656	5,631.67
WESTMONT PARK DISTRICT		
16022021	VALEN-SLIME CLASS	50.00
	Check Date 2/26/2021 Total For Check # 108657	50.00
WINDY CITY NINJAS		
JAN2021	JAN2021	600.00
	Check Date 2/26/2021 Total For Check # 108658	600.00
WIRFS INDUSTRIES, INC.		
32731	TOWER 84 FUEL TANK/PUMP INTAKE	4,944.50
	Check Date 2/26/2021 Total For Check # 108659	4,944.50
YIAYIAS PANCAKE HOUSE		
240186	CBD SNOW REMOVAL OT MEAL 1/29/21	39.92
	Check Date 2/26/2021 Total For Check # 108660	39.92



Warrant Register 1735

Invoice	Description	Invoice/Amount
ZIEMER, ANDREW		
17185	NEW DRIVE BELTS FOR SNOW BLOWER	58.97
	Check Date 2/26/2021 Total For Check # 108661	58.97
CITI CARDS		
JAN20	MISCELLEANOUS SUPPLIES	324.95
JAN20	MISCELLEANOUS SUPPLIES	107.98
	Check Date 2/26/2021 Total For Check # 108662	432.93
	Total For ALL Checks	221,123.69



Warrant Summary by Fund:

RECAP BY FUND	FUND NUMBER	FUND TOTAL
GENERAL FUND	100	185,553.48
WATER & SEWER OPERATIONS FUND	600	4,448.84
ESCROW FUND	720	26,000.00
PAYROLL REVOLVING FUND	740	4,675.12
LIBRARY OPERATIONS	900	446.25
	TOTALS:	221,123.69
END OF REPORT		

Public Services & Engineering

AGENDA SECTION: Consent Agenda – EPS

SUBJECT: AWARD – Landscape Maintenance – Contract #1688

MEETING DATE: March 02, 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 not to exceed the budgeted amount of \$176,195.00.

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.

The Public Services Department is recommending that the Village Board award a contract for Landscape Maintenance to Semmer Landscape Inc. in the extended price comparison amount of \$137,056 not to exceed the budgeted amount of \$176,195.00.

Budget Impact

In the Calendar Year 2021 budget, there is \$176,195 budgeted for landscape maintenance in the Roadway and Park Maintenance Landscape Maintenance Funds.

Village Board and/or Committee Action

At their meeting of February 16, 2021, the Board agreed to move this item to the consent agenda of their next meeting.

Documents Attached

1. Semmer Landscape, Inc. Renewal Letter
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	Semmer Landscape	A&B Landscaping
	Budget	1000 W 94th St. Chicago, IL 60620	P.O. Box 344 Riverside, IL 60546
Assignment A	\$30,000.00	\$25,467.00	\$27,674.00
Assignment B	\$109,318.00	\$95,889.00	\$111,948.00
Assignment C	\$18,000.00	\$15,700.00	\$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: Consent Agenda - EPS

SUBJECT: Bid #1676 – Elm and Ash Treatments

MEETING DATE: **March 2, 2021**

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

Recommended Motion

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.

The Public Services Department is recommending that the Village Board award a contract for elm tree treatments to Kinnucan Tree Experts and Landscape Company in the bid comparison amount of \$11.42 per inch not to exceed the total contract amount of \$148,745.50.

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

At their meeting of February 16, 2021, the Board agreed to move this to the consent agenda of their next meeting.

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

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

Description
 Elm Tree Fungicide
 Trees Injected/week

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

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

Description
 Elm Tree Fungicide
 Trees Injected/week

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	

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

Police Department

AGENDA SECTION: Consent Agenda– 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(d) ("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

Following discussion at their meeting of February 16, 2021, the Board agreed to move this item to the consent agenda of their next meeting.

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: Consent Agenda - 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

Following discussion at their meeting of February 16, 2021, the Board agreed to move this to the consent agenda of their next meeting.

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
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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



AGENDA ITEM # 8a-1
REQUEST FOR BOARD ACTION

Administration

AGENDA SECTION: Second Reading - ACA

SUBJECT: Approval of the First Amendment to the Agreement with the Hinsdale Paddle Tennis Association

MEETING DATE: March 2, 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 red-lined 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

Trustee Hughes asked that minor changes regarding loan terms be incorporated into the First Amendment to the Agreement with HPTA. The attached documents includes those changes.

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 seven (7) year private term 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 at an interest rate not to exceed 3.75% per annum; 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)

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Christine M. Bruton, Clerk of the Village of Hinsdale, in the Counties of DuPage and Cook, State of Illinois, do hereby certify that the attached and foregoing is a true and correct copy of that certain Resolution now on file in my Office, entitled:

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 PADDLE TENNIS ASSOCIATION**

which Resolution was passed by the Board of Trustees of the Village of Hinsdale at a Regular Village Board Meeting on the ____ day of _____, 2021, at which meeting a quorum was present, and approved by the President of the Village of Hinsdale on the ____ day of _____, 2021.

I further certify that the vote on the question of the passage of said Resolution by the Board of Trustees of the Village of Hinsdale was taken by Ayes and Nays and recorded in the minutes of the Board of Trustees of the Village of Hinsdale, and that the result of said vote was as follows, to-wit:

AYES: _____

NAYS: _____

ABSENT: _____

I do further certify that the original Resolution, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Hinsdale, this ____ day of _____, 2021.

Village Clerk

[SEAL]

**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 seven-year term 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 at an interest rate not to exceed 3.75% per annum; 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 carry out the terms of the Agreement; or
- iii. 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 ten (10) 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, 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 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. 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 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 term 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 not to exceed 3.75% per annum. The Loan Guaranty and other Private Loan documents 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.

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.

vii. The Private Loan may not be refinanced or the payment schedule extended beyond seven (7) years without the express written approval of the Village.

g. Reserved.

h. Reserved.

i. Payment of Invoices. Upon receipt from HPTA of an invoice and request for payment for a construction related expenditure, 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. 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 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 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 December 31, 2021.

k. Reserved.

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 10, 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

By: _____
Thomas Cauley
Village President

Signed: _____, 20__

Attest:

By: _____
Christine Bruton
Village Clerk
_____, 20__

**HINSDALE PADDLE TENNIS
ASSOCIATION**

By: _____
Name: _____
Title: _____

Signed: _____, 20__

Attest:

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

REVISED EXHIBIT D

REVISED ESTIMATED PROJECT TIMELINE

(ATTACHED)



REQUEST FOR BOARD ACTION

Administration

AGENDA SECTION: Second Reading - ACA
SUBJECT: Approval of an Ordinance Authorizing Execution of Guaranty of Term Loan for HPTA Hut Renovation
MEETING DATE: March 3, 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

Trustee Hughes requested that specific loan term be added to the loan guarantee documents. The documents have been updated to reflect those changes.

Documents Attached

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

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) and at an interest rate not to exceed 3.75% per annum (hereinafter referred to as the "Loan"; and collectively, the principal, interest and other charges provided for in the Loan documents are the "Indebtedness"), to be evidenced by their Note, as well as a Loan Agreement and any other related documents 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 or loan agreements evidencing Borrower's loan obligation in favor of Lender in a term not to exceed seven (7) years, an amount not to exceed THREE HUNDRED SIXTY THOUSAND AND 00/100 DOLLARS (\$360,000.00) and at an interest rate not to exceed 3.75% per annum, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of and substitutions for promissory notes or credit agreements. The collective documents comprising the Note, as defined herein, including but not limited to the

Note, loan agreement and amortization schedule, are attached hereto as **Exhibit A** and made a part hereof.

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.

The Guarantor irrevocably covenants to appropriate sufficient moneys on an annual basis to pay any amounts due and owing with respect to the Guaranty. Such amounts are payable from any funds of the Guarantor legally available for such purpose. Any failure by the Guarantor to make such annual appropriation shall not release the Guarantor from its obligation to make payments under this Guaranty. **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.

NO REFINANCING, TERM MODIFICATION OR EXTENSION WITHOUT GUARANTOR APPROVAL. The Note, including any related loan agreement and related documents, may not be refinanced, modified or its term extended beyond seven (7) years without the express written permission of the Guarantor.

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 A

COLLECTIVE DOCUMENTS COMPRISING THE NOTE, INCLUDING THE NOTE, LOAN
AGREEMENT, AMORTIZATION SCHEDULE AND COLLECTIVE RELATED
DOCUMENTS

(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.

APPROPRIATION PLEDGE. The Entity irrevocably covenants to appropriate sufficient moneys on an annual basis to pay any amounts due and owing with respect to the Entity Guaranty. Such amounts are payable from any funds of the Entity legally available for such

purpose. Any failure by the Entity to make such annual appropriation shall not release the Entity from its obligation to make payments under the 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__

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 seven (7) year term 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 at an interest rate not to exceed 3.75% per annum; 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 for a term not to exceed seven years, in an amount not to exceed Three Hundred Sixty Thousand and 00/100 dollars (\$360,000.00) and at an interest rate not to exceed 3.75% per annum, 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, including the Loan Agreement, Amortization Schedule and Note. 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)

EXHIBIT B

COPY OF GOVERNMENTAL CERTIFICATE

(ATTACHED)

Public Services & Engineering

AGENDA SECTION: Second Read – EPS
SUBJECT: Chicago Avenue Water Main Improvement Project – Phase 2
Construction Contract
MEETING DATE: March 2, 2021
FROM: Dan Deeter, PE Village Engineer

Recommended Motion

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.

Background

This project is designed to replace the 98-year old, 12-inch water main under West Chicago Avenue from Washington Street to Stough Street. This water main is a major water supply line for areas west of the water plant. Failure of this line would significantly impact a large portion of the Village. The project was designed with a base bid consisting of water main construction from Washington Street to Adams Street and an alternate bid for water main construction from Adams Street to Stough Street. Eight sealed bids were opened on 01/22/21. The bids received were reviewed by the Village's consulting engineer, HR Green. The bids, as read, are summarized below:

	<u>Base Bid</u>	<u>Alt. Bid</u>	<u>Total</u>
• Engineer's Estimate	\$1,787,949.00	\$468,815.00	\$2,256,764.00
• PirTano Construction	\$1,874,180.00	\$457,568.00	\$2,331,748.00
• Trine Construction	\$1,786,611.00	\$507,389.00	\$2,294,000.00
• A Lamp Concrete	\$1,801,444.50	\$466,739.00	\$2,268,183.50
• H Linden & Sons	\$1,681,340.00	\$516,223.00	\$2,197,563.00
• Martam Construction	\$1,628,118.00	\$433,399.00	\$2,061,517.00
• DiMeo Brothers'	\$1,530,193.00	\$393,734.00	\$1,923,927.00
• Joel Kennedy Construction	\$1,372,227.50	\$370,024.00	\$1,742,251.50
• John Neri Construction	\$1,368,352.75	\$353,547.50	\$1,721,900.25

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

Discussion & Recommendation

W. Chicago Avenue presents numerous construction challenges when replacing the 98-year old water main. These include traffic management during construction, leaking underground storage tanks adjacent to the planned route, and conflicts with an above average number of underground utilities already under W. Chicago Avenue. Staff and our engineering consultants have attempted to quantify these issues in the line item quantities. However, these challenges create the potential for larger variations to some line items.

The lowest responsive bidder is John Neri Construction Company. John Neri Construction has successfully worked in the Village of Hinsdale on the following projects:

- 2020 Chicago Avenue Water Main Phase 1
- 2019 N. Madison Drainage Improvements (East)
- 2018 North Infrastructure Project
- 2016 Woodlands Project Phase 3
- 2015 Resurfacing Project
- 2014 Woodlands Project Phase 2
- 2014 Reconstruction Project
- 2012 Reconstruction Project

Staff recommends awarding the Chicago Avenue Water Main Improvement Project – Phase 2 Construction Contract to John Neri Construction Company in the amount not to exceed \$1,721,900.

Budget Impact

Below is the budget compared to the project bids/proposals:

	Budget	Bid/Proposal	Variance
• Construction	\$2,237,000	\$1,721,900	\$ 515,100
• Constr. Observation	\$ 248,000	\$ 121,980	\$ 126,020
• Total	\$2,485,000	\$1,843,880	\$ 641,120

Village Board and/or Committee Action

At the 02/02/21 Board of Trustees meeting, the Board approved the item to be moved to a Second Read.

Documents Attached

1. HR Green's recommendation letter
2. Chicago Avenue Water Main Improvement project, Phase 2 contract documents
3. Bid Tab



January 27, 2021

Mr. Daniel M. Deeter, P.E.
Village of Hinsdale
19 East Chicago Avenue
Hinsdale, IL 60521-3489

Re: Chicago Ave. Water Main Improvements - Phase 2
From North Stough St. to Washington St.
Hinsdale Proj. # 1654
HR Green No.: 190242

Dear Mr. Deeter:

Attached please find the tabulation sheet for the bids opened on January 22, 2021 for the subject project. HR Green has verified that out of the eight Bidder's John Neri Construction Co., Inc. is the apparent qualified low bidder at \$1,721,900.25 total. Their Base Bid amount is \$1,368,352.75 and Alternate Bid #1 amount is \$353,547.50 which totals to \$1,721,900.25 for the complete project. Our Engineers Opinion of Probable Construction Cost for the Full Project is \$2,256,764.

We recommend the Village of Hinsdale accept the low bid from John Neri Construction Co., Inc. bid for the Base Bid plus Add Alternate #1 for a total amount of **\$1,721,900.25**.

If you have any questions or need additional information please call me at 815-509-7119.

Sincerely,

A handwritten signature in blue ink, appearing to read 'T. Scott Creech'.

T. Scott Creech, P.E.
Senior Project Manager

Enclosure

TSC/ka

\\hrgreen.com\HRG\Data\2019\190242\Design\Bid\Water_Main-Phase-2\lrr-012721-LetterofRecommendation.docx

HRGreen.com

Phone 815.462.9324 Fax 815.462.9328 Toll Free 800.728.7806
323 Alana Drive, New Lenox, Illinois 60451



**Illinois Department
of Transportation**

**Local Public Agency
Formal Contract**

PROPOSAL SUBMITTED BY		
JOHN NERI CONSTRUCTION CO. INC.		
Contractor's Name		
770 FACTORY ROAD		
Street		P.O. Box
ADDISON	IL	60101
City	State	Zip Code

STATE OF ILLINOIS

COUNTY DUPAGE

VILLAGE OF HINSDALE

(Name of City, Village, Town or Road District)

FOR THE IMPROVEMENT OF

STREET NAME OR ROUTE CHICAGO AVE WATER MAIN - PH-2

SECTION NO. VILLAGE PROJECT #1654

TYPES OF FUNDS LOCAL

☒ SPECIFICATIONS (required)

☒ PLANS (required)

☒ CONTRACT BOND (when required)

For Municipal Projects

Submitted/Approved/Passed

☐ Mayor ☐ President of Board of Trustees ☒ Municipal Official

Date

Department of Transportation

☐ Concurrence in approval of award

Regional Engineer

Date

For County and Road District Projects

Submitted/Approved

Highway Commissioner

Date

Submitted/Approved

County Engineer/Superintendent of Highways

Date

County DUPAGE
Local Public Agency HINSDALE
Section Number PROJECT #1654
Route CHICAGO WATER PH-2

1. THIS AGREEMENT, made and concluded the _____ day of February, 2021,
Month and Year
between the VILLAGE OF of HINSDALE
acting by and through its BOARD OF DIRECTORS known as the party of the first part, and
JOHN NERI CONSTRUCTION CO., INC. his/their executors, administrators, successors or assigns,
known as the party of the second part.
2. Witnesseth: That for and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring to these presents, the party of the second part agrees with said party of the first part at his/their own proper cost and expense to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this agreement and the requirements of the Engineer under it.
3. And it is also understood and agreed that the LPA Formal Contract Proposal, Special Provisions, Affidavit of Illinois Business Office, Apprenticeship or Training Program Certification, and Contract Bond hereto attached, and the Plans for
Section PROJECT # 1654, in VILLAGE OF HINSDALE,
approved by the Illinois Department of Transportation on _____, are essential documents of this
Date
contract and are a part hereof.
4. IN WITNESS WHEREOF, The said parties have executed these presents on the date above mentioned.

Attest:

The VILLAGE of HINSDALE

Clerk
(Seal)

By _____
Party of the First Part

(If a Corporation)

Corporate Name _____

By _____
President Party of the Second Part

(If a Co-Partnership)

Attest:

Secretary

Partners doing Business under the firm name of

Party of the Second Part

(If an individual)

Party of the Second Part



Route CHICAGO AVE WATER
County DUPAGE
Local Agency HINSDALE, VILLAGE
Section PROJ. # 1654

We, _____

a/an) ☐ Individual ☐ Co-partnership ☒ Corporation organized under the laws of the State of Illinois

as PRINCIPAL, and _____

as SURETY.

are held and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of
One Million Seven Hundred Twenty One Thousand Nine Hundred and 25/100

_____ Dollars (\$1,721,900.25), lawful money of the
United States, well and truly to be paid unto said LA, for the payment of which we bind ourselves, our heirs, executors,
administrators, successors, jointly to pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said Principal has entered into a written contract with the LA acting through its awarding authority for the construction of work on the above section, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any person, firm, company or corporation to whom any money may be due from the Principal, subcontractor or otherwise for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

NOW THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the LA and its awarding authority harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions and requirements of said contract. then this obligation to be void; otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this _____ day of _____ A.D. _____

PRINCIPAL

_____ (Company Name)	_____ (Company Name)
By: _____ (Signature & Title)	By: _____ (Signature & Title)
Attest: _____ (Signature & Title)	Attest: _____ (Signature & Title)

(If PRINCIPAL is a joint venture of two or more contractors, the company names and authorized signature of each contractor must be affixed.)

STATE OF ILLINOIS.

COUNTY OF _____

I, _____, a Notary Public in and for said county, do hereby certify that

(Insert names of individuals signing on behalf of PRINCIPAL)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____ A.D. _____

My commission expires _____
Notary Public (SEAL)

SURETY

_____ (Name of Surety)	By: _____ (Signature of Attorney-in-Fact)
---------------------------	--

STATE OF ILLINOIS

(SEAL)

COUNTY OF _____

I, _____, a Notary Public in and for said county, do hereby certify that

(Insert names of individuals signing on behalf of SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____ A.D. _____

My commission expires _____
Notary Public (SEAL)

Approved this _____ day of _____ A.D. _____

Attest:

_____ Clerk	_____ (Awarding Authority)
_____	_____ (Chairman/Mayor/President)



Addendum 2

To: Plan Holders; Dan Deeter, PE –Village Engineer
From: Project Manager – T. Scott Creech, P.E.
Section: HRG # 190242
Subject: Hinsdale 2021 Infrastructure Project - Chicago Ave. Water Main Improvements – Ph-2
Date: Addendum Release Date: January 19, 2021

This Addendum shall be considered as part of the general Contract Specification and Contract Documents and shall govern insofar as it changes the same.

GENERAL CLARIFICATIONS – N/A

SPECIFICATIONS –

See Attached updated BLR 12200a - Schedule of Prices to replace previous document and to be utilized for bid. Changes to this document reflect revisions noted below and shall be utilized for Bid submittal.

See Attached BLR 12200 – Sheet 2 with Revised Bid Year (per Addendum #1) for Inclusion in Bid Packets.

Special Provisions -

For Special Provision PVC WATER MAIN, SPECIAL - Revised the first (1st) paragraph to Read as follows:

PVC WATER MAIN, SPECIAL

Proposed water main located within the construction segment from Lincoln St. to Grant St. shall be PVC Certa-Lok (coupled joint) pipe following Village specifications and shall be furnished with Nitrile (NBR-Acrylonitrile Butadiene) gaskets or approved equal. See Schedule of Quantities plan sheet for quantities and locations. This work shall be performed in accordance with Section 561 of the Standard Specifications, Division IV of the Standard Specifications for Water and Sewer Main Construction in Illinois and Section 500 of the Village of Hinsdale Required Improvements, Engineering Design Standards, and Standard Details.

DRAWINGS – Sheet #'s 5 thru 7 of 29.

Remove Sheets 5 thru 7 from the plans and replace with the revised sheets with clouded revisions.

RETURN THIS SHEET (SIGNED) WITH BID AS ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM.
FAILURE TO SUBMIT THIS ACKNOWLEDGMENT WILL DISQUALIFY THE CONTRACTOR'S BID.

As a legal representative of the bidding party, I hereby acknowledge the receipt and understanding of this Addendum in its entirety.

Company Name:

Acknowledge By:

Printed/Typed Name:

Date:

John Neri Const Co, Inc.
Nicholas Neri
Nicholas Neri
01/20/2021

END OF ADDENDUM NO. 2

J:\2019\190242\Design\Spec\WATER-MAIN\Water_Main-PHASE_2\Addendum-2\addm-02_011921_Addendum-1_Hinsdale_2021_InfrastructureImprovements-02.docx

Chicago Ave. Water_Main-Phase-



Addendum 1

To: Plan Holders; Dan Deeter, PE –Village Engineer
From: Project Manager – T. Scott Creech, P.E.
Section: HRG # 190242
Subject: Hinsdale 2021 Infrastructure Project - Chicago Ave. Water Main Improvements – Ph-2
Date: Addendum Release Date: January 15, 2021

This Addendum shall be considered as part of the general Contract Specification and Contract Documents and shall govern insofar as it changes the same.

GENERAL CLARIFICATIONS – N/A

SPECIFICATIONS –

Updated BLR – 12200 (page 2) – Corrected Year for Bid Receipt and Opening Date: Sealed proposals shall be received and opened on January 22, 2021.

See attached updated BLR 12200a - Schedule of Prices to replace previous document and to be utilized for bid.

Special Provisions -

REVISE Class C & D Patches, 10" to read as follows:

CLASS C PATCHES, 8"

This work shall consist of the removal of pavement or temporary aggregate to an approximate depth of 12" to attain proposed subgrade elevations for the 8" patching depth. This work shall only be completed in the designated areas as determined by the Engineer in the field.

The work associated with the existing concrete pavement base course, patching will be paid for at the contract unit price per SQUARE YARD for CLASS C PATCHES, 8" which price shall include saw cutting, the removal of pavement or temporary aggregate, the removal and disposal of any surplus material, furnish and placement of dowel bars/reinforcement bars, and placement of the specified P.C.C. patch material to the depth of 8".

For Special Provision PVC WATER MAIN, SPECIAL - Revised the second (2nd) paragraph to Read as follows:

The work shall consist of excavation; bracing; bedding and cover; pipe joint restraint; trench dewatering; trench backfilling with excavated materials; testing; disinfecting; finish grading; ~~removal and disposal of waste excavated materials~~; protection; replacement or repair of existing utilities. Removal and disposal of waste excavated materials from this area identified as Non-Special Waste shall be disposed of Non-Special Waste Disposal, as bid price per Cubic Yard.

KEEPING THE ROADWAY OPEN TO TRAFFIC

REVISE Special Provision by adding following paragraph after the fifth paragraph in the Section:

Per Village of Hinsdale Standard Detail No. 26 for Pavement Patching - Sheet 3 (see Plan Sheet 25 (Detail Sheet 3, Note 3): A steel plate shall be placed over the patch after the completion of the concrete placement. The Steel Plate shall be fixed in place and appropriate warning devices shall be erected. In the event of significant pavement slope or when the plate is moving due to traffic, cold patch shall be used to ramp the plate to hold it in place. All labor, materials, and equipment required to provide plating over CLASS C PATCHES, 8" or any other trench construction work required to keep the roadway open to traffic will be paid for and shall be included in the Contract LUMP SUM price for TRAFFIC CONTROL AND PROTECTION, (SPECIAL).

DRAWINGS – Sheet #'s 5 thru 22 of 29.

Remove Sheets 5 thru 22 from the plans and replace with the revised sheets with clouded revisions.

RETURN THIS SHEET (SIGNED) WITH BID AS ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM. FAILURE TO SUBMIT THIS ACKNOWLEDGMENT WILL DISQUALIFY THE CONTRACTOR'S BID.

As a legal representative of the bidding party, I hereby acknowledge the receipt and understanding of this Addendum in its entirety.

Company Name:

John Neri Const. Co., Inc.

Acknowledge By:

Nicholas Neri Pres.

Printed/Typed Name:

Nicholas Neri

Date:

1-15-2021

END OF ADDENDUM NO. 1

\\hrgreen.com\HRG\Data\2019\190242\Design\Spec\WATER-MAIN\Water_Main-PHASE_2\Addendum-1\addm-01_011521_Addendum-1_Hinsdale_2021_InfrastructureImprovements-ChicagoAve\Water_Main-Phase-02.docx

VILLAGE OF HINSDALE

County COOK
Local Public Agency VILLAGE OF HINSDALE
Section 18-00097-00-FP
Route VARIOUS

Schedule for Multiple Bids

Combination Letter	Sections Included in Combinations	Total

Schedule for Single Bid

(For complete information covering these items, see plans and specifications)

Bidder's Proposal for making Entire Improvements

Item No.	Items	Unit	Phase 2 Quantity	Add Alt. Bid #1 Quantities	Unit Price	Phase 2 Total	Add Alt. Bid #1 Total
1	TREE REMOVAL, ACRES	ACRE		0.02	\$ 72,000.00	\$ -	\$ 1,440.00
2	TREE TRUNK PROTECTION	EACH	31	10	\$ 150.00	\$ 4,650.00	\$ 1,500.00
3	TREE ROOT PRUNING	FOOT	310	100	\$ 4.00	\$ 1,240.00	\$ 400.00
4	TRENCH BACKFILL	CU YD	4,331	1,278	\$ 1.00	\$ 4,331.00	\$ 1,278.00
5	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIALS	CU YD	339	85	\$ 28.00	\$ 9,492.00	\$ 2,380.00
6	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	290	165	\$ 9.00	\$ 2,610.00	\$ 1,485.00
7	NITROGEN FERTILIZER NUTRIENT	POUND	4	3	\$ 5.00	\$ 20.00	\$ 15.00
8	PHOSPHORUS FERTILIZER NUTRIENT	POUND	4	3	\$ 5.00	\$ 20.00	\$ 15.00
9	POTASSIUM FERTILIZER NUTRIENT	POUND	4	3	\$ 5.00	\$ 20.00	\$ 15.00
10	MULCH, METHOD 3	ACRE	0.06	0.04	\$ 15,000.00	\$ 900.00	\$ 600.00
11	SODDING (SPECIAL)	SQ YD	290	165	\$ 15.00	\$ 4,350.00	\$ 2,475.00
12	SUPPLEMENTAL WATERING	UNIT	13	7	\$ 1.00	\$ 13.00	\$ 7.00
13	TEMPORARY EROSION CONTROL SEEDING	POUND	6	4	\$ 15.00	\$ 90.00	\$ 60.00
14	PERIMETER EROSION BARRIER	FOOT	568	302	\$ 3.00	\$ 1,704.00	\$ 906.00
15	INLET FILTERS	EACH	36	14	\$ 100.00	\$ 3,600.00	\$ 1,400.00
16	AGGREGATE BASE COURSE, TYPE B (4")	SQ YD	3,571	860	\$ 4.25	\$ 15,176.75	\$ 3,655.00
17	HMA DRIVEWAY PAVEMENT (SPECIAL)	SQ YD	3		\$ 150.00	\$ 450.00	\$ -
18	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH, SPECIAL	SQ YD	18	12	\$ 90.00	\$ 1,620.00	\$ 1,080.00
19	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	1,539	100	\$ 10.50	\$ 16,159.50	\$ 1,050.00
20	DETECTABLE WARNINGS	SQ FT	20		\$ 45.00	\$ 900.00	\$ -
21	DRIVEWAY PAVEMENT REMOVAL	SQ YD	21	12	\$ 22.00	\$ 462.00	\$ 264.00
22	COMBINATION CURB AND GUTTER REMOVAL	FOOT	195	80	\$ 6.00	\$ 1,170.00	\$ 480.00
23	SIDEWALK REMOVAL	SQ FT	1,597	100	\$ 2.00	\$ 3,194.00	\$ 200.00
24	CLASS C PATCHES, 8 INCH	SQ YD	3,389	848	\$ 68.00	\$ 230,452.00	\$ 57,664.00
25	STORM SEWERS, CLASS B, TYPE 1, WATER MAIN QUALITY PIPE, 12"	FOOT		40	\$ 52.00	\$ -	\$ 2,080.00
26	STORM SEWERS, CLASS B, TYPE 2, WATER MAIN QUALITY PIPE, 12"	FOOT		55	\$ 55.00	\$ -	\$ 3,025.00
27	STORM SEWER TO BE FILLED	FOOT		94	\$ 15.00	\$ -	\$ 1,410.00
28	WATER VALVES 4"	EACH	4		\$ 900.00	\$ 3,600.00	\$ -
29	WATER VALVES 6"	EACH	2		\$ 1,100.00	\$ 2,200.00	\$ -
30	WATER VALVES 8"	EACH	10	5	\$ 2,000.00	\$ 20,000.00	\$ 10,000.00
31	WATER VALVES 10"	EACH	2		\$ 2,800.00	\$ 5,600.00	\$ -
32	WATER VALVES 12"	EACH	7	2	\$ 3,200.00	\$ 22,400.00	\$ 6,400.00
33	FIRE HYDRANTS TO BE REMOVED	EACH	4	4	\$ 750.00	\$ 3,000.00	\$ 3,000.00
34	FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX	EACH	5	3	\$ 6,400.00	\$ 32,000.00	\$ 19,200.00
35	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME & GRATE	EACH		1	\$ 3,200.00	\$ -	\$ 3,200.00
36	INLETS, TYPE A, TYPE 1 FRAME AND GRATE	EACH		1	\$ 1,450.00	\$ -	\$ 1,450.00

RETURN WITH BID

VILLAGE OF HINSDALE

SCHEDULE OF PRICES

County COOK
Local Public Agency VILLAGE OF HINSDALE
Section 18-0097-00-FP
Route VARIOUS

Schedule for Multiple Bids

Combination Letter	Sections Included In Combinations	Total

Schedule for Single Bid

(For complete information covering these items, see plans and specifications)

Bidder's Proposal for making Entire Improvements

Item No.	Items	Unit	Phase 2 Quantity	Add Alt. Bid #1 Quantities	Unit Price	Phase 2 Total	Add Alt. Bid #1 Total
37	INLETS, TYPE A, TYPE 11 FRAME AND GRATE	EACH		2	\$ 1,550.00	\$ -	\$ 3,100.00
38	VALVE VAULTS, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	14	5	\$ 2,950.00	\$ 41,300.00	\$ 14,750.00
39	VALVE VAULTS, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	8	2	\$ 3,600.00	\$ 28,800.00	\$ 7,200.00
40	VALVE VAULTS TO BE REMOVED	EACH	19	2	\$ 300.00	\$ 5,700.00	\$ 600.00
41	VALVE BOX	EACH	5		\$ 375.00	\$ 1,875.00	\$ -
42	VALVE BOXES TO BE REMOVED	EACH	1		\$ 200.00	\$ 200.00	\$ -
43	REMOVING MANHOLES	EACH		1	\$ 350.00	\$ -	\$ 350.00
44	REMOVING INLETS	EACH	1		\$ 125.00	\$ 125.00	\$ -
45	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	195	80	\$ 42.00	\$ 8,190.00	\$ 3,360.00
46	MOBILIZATION	L SUM	1		\$ 162,500.00	\$ 162,500.00	\$ -
47	NON-SPECIAL WASTE DISPOSAL	CU YD	749		\$ 5.00	\$ 3,745.00	\$ -
48	SOIL DISPOSAL ANALYSIS	EACH	1		\$ 5.00	\$ 5.00	\$ -
49	REGULATED SUBSTANCES PRE-CONSTRUCTION PLAN	L SUM	1		\$ 5.00	\$ 5.00	\$ -
50	ON-SITE MONITORING OF REGULATED SUBSTANCES	CAL DA	10		\$ 5.00	\$ 50.00	\$ -
51	REGULATED SUBSTANCES FINAL CONSTRUCTION REPORT	L SUM	1		\$ 5.00	\$ 5.00	\$ -
52	WATER MAIN TO BE ABANDONED, 4"	EACH	2		\$ 750.00	\$ 1,500.00	\$ -
53	WATER MAIN TO BE ABANDONED, 6"	EACH	2	2	\$ 900.00	\$ 1,800.00	\$ 1,800.00
54	WATER MAIN TO BE ABANDONED, 8"	EACH	2		\$ 1,200.00	\$ 2,400.00	\$ -
55	WATER MAIN TO BE ABANDONED, 12"	EACH	14	3	\$ 1,400.00	\$ 19,600.00	\$ 4,200.00
56	WATER MAIN REMOVAL, 10"	FOOT	14		\$ 10.00	\$ 140.00	\$ -
57	PRESSURE CONNECTION, 8"	EACH	1		\$ 4,800.00	\$ 4,800.00	\$ -
58	WATER MAIN 4" (DIRECT CONNECTION)	EACH	4		\$ 1,200.00	\$ 4,800.00	\$ -
59	WATER MAIN 6" (DIRECT CONNECTION)	EACH	3	4	\$ 1,400.00	\$ 4,200.00	\$ 5,600.00
60	WATER MAIN 8" (DIRECT CONNECTION)	EACH	6	1	\$ 1,750.00	\$ 10,500.00	\$ 1,750.00
61	WATER MAIN 10" (DIRECT CONNECTION)	EACH	2		\$ 2,100.00	\$ 4,200.00	\$ -
62	WATER MAIN 12" (DIRECT CONNECTION)	EACH	2	1	\$ 2,500.00	\$ 5,000.00	\$ 2,500.00
63	PVC WATER MAIN 4"	FOOT	57		\$ 106.50	\$ 6,070.50	\$ -
64	PVC WATER MAIN 6"	FOOT	75	45	\$ 114.50	\$ 8,587.50	\$ 5,152.50
65	PVC WATER MAIN 8"	FOOT	273	198	\$ 122.50	\$ 33,442.50	\$ 24,255.00
66	PVC WATER MAIN 10"	FOOT	85		\$ 141.50	\$ 12,027.50	\$ -
67	PVC WATER MAIN 12"	FOOT	2,996	975	\$ 136.50	\$ 408,954.00	\$ 133,087.50
68	WATER SERVICE RECONNECTION	EACH	24	4	\$ 2,350.00	\$ 56,400.00	\$ 9,400.00
69	DOMESTIC WATER SERVICE BOXES (CURB STOP)	EACH	24	4	\$ 200.00	\$ 4,800.00	\$ 800.00
70	WATER SERVICE LINE, 1 1/2"	FOOT	840	136	\$ 1.00	\$ 840.00	\$ 136.00
71	WATER SERVICE LINE, 2"	FOOT	23		\$ 30.00	\$ 690.00	\$ -
72	WATERMAIN CASING WITH SPACERS	FOOT	230	160	\$ 10.00	\$ 2,300.00	\$ 1,600.00

SCHEDULE OF PRICES

County COOK

Local Public Agency VILLAGE OF HINSDALE

Section 18-00097-00-FP

Route VARIOUS

Schedule for Single Bid

(For complete information covering these items, see plans and specifications)

Bidder's Proposal for making Entire Improvements

BLR 12200a (01/08/14)

RETURN WITH BID

NOTICE TO BIDDERS

County COOK
Local Public Agency VILLAGE OF HINSDALE
Section Number N/A
Route VARIOUS

Sealed proposals for the improvement described below will be received at the office of Village Hall, Village of Hinsdale
19 E. Chicago Avenue, Hinsdale, Illinois 60521 until 10:00 AM on January 22, 2020
Address Time Date

Sealed proposals will be opened and read publicly at the office of Village Hall, Village of Hinsdale
19 E. Chicago Avenue, Hinsdale, Illinois 60521 at 10:00 AM on January 22, 2020
Address Time Date

DESCRIPTION OF WORK

Name CHICAGO AVE. WATER MAIN IMPROVEMENTS (PH-2) Length: 4,600 feet (0.87 miles)
Location Chicago Ave. from IL 83 (Kingery Hwy.) to west of Washington Street
Proposed Improvement Consists of Utility improvements, including 12" water main reconstruction with services, valving, and chlorination/testing; patching, traffic control, & any incidental work necessary to complete this work.

1. Plans and proposal forms will be available in the office of HR Green, Inc., 323 Alana Drive, New Lenox, IL 60451
upon presentation of prequalification information and non-refundable fee of \$60.00. Contact Scott Creech, 815-462-9324.
Address

2. ☒ Prequalification

If checked, the 2 low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57), in duplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and one original with the IDOT District Office.

3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.

4. The following BLR Forms shall be returned by the bidder to the Awarding Authority:

- BLR 12200: Local Public Agency Formal Contract Proposal
- BLR 12200a Schedule of Prices
- BLR 12230: Proposal Bid Bond (if applicable)
- BLR 12326: Affidavit of Illinois Business Office

5. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.

6. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.

7. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.

8. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.

9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

RETURN WITH BID

PROPOSAL

County COOK
Local Public Agency VILLAGE OF HINSDALE
Section Number N/A
Route CHICAGO AVE. - WATER MAIN IMPROVEMENTS - Phase 2

1. Proposal of JOHN NERI CONSTRUCTION CO., INC.
770 W. FACTORY ROAD, ADDISON, IL 60101
for the improvement of the above section by the construction of New 12" diameter water main, cut, cap & abandoned existing water main; water services; trench backfill and HMA patching associated with water main; various directional drilling; various water main casing; maintenance of traffic; and any incidental work necessary to complete work.

a total distance of 4,600 feet, of which a distance of 4,600 feet, (0.87 miles) are to be improved.

2. The plans for the proposed work are those prepared by HR Green, Inc., 323 Alana Drive, New Lenox, IL 60541
and approved by the Village of Hinsdale on Wednesday January 6, 2021
3. The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids.
4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.
5. The undersigned agrees to complete the work within N/A working days or by July 16, 2021
unless additional time is granted in accordance with the specifications.
6. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. Bid Bonds Will be allowed as a proposal guaranty. Accompanying this proposal is either a bid bond if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to:

Treasurer of Village of Hinsdale

The amount of the check is 5% (5% Bid Bond).

7. In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must be equal to the sum of the proposal guaranties, which would be required for each individual proposal. If the proposal guaranty check is placed in another proposal, it will be found in the proposal for: Section Number N/A.
8. The successful bidder at the time of execution of the contract Will be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond or check shall be forfeited to the Awarding Authority.
9. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
10. A bid will be declared unacceptable if neither a unit price nor a total price is shown.
11. The undersigned submits herewith the schedule of prices on BLR 12200a covering the work to be performed under this contract.
12. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12200a, the work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Schedule for Multiple Bids below.

RETURN WITH BID

CONTRACTOR CERTIFICATIONS

County	COOK
Local Public Agency	VILLAGE OF HINSDALE
Section Number	N/A
Route	CHICAGO AVE. - WATER MAIN IMPROVEMENTS – Phase 2

The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder.

1. **Debt Delinquency.** The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of tax. Making a false statement voids the contract and allows the Department to recover all amounts paid to the individual or entity under the contract in a civil action.

2. **Bid-Rigging or Bid Rotating.** The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

A violation of Section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

3. **Bribery.** The bidder or contractor or subcontractor, respectively, certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any unit of local government, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.
4. **Interim Suspension or Suspension.** The bidder or contractor or subcontractor, respectively, certifies that it is not currently under a suspension as defined in Subpart I of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative Code. Furthermore, if suspended prior to completion of this work, the contract or contracts executed for the completion of this work may be cancelled.

RETURN WITH BID

SIGNATURES

County COOK
 Local Public Agency VILLAGE OF HINSDALE
 Section Number N/A
 Route CHICAGO AVE. - WATER MAIN IMPROVEMENTS - Phase 2

(If an individual)

N/A

Signature of Bidder _____

Business Address _____

(If a partnership)

N/A

Firm Name _____

Signed By _____

Business Address _____

Inset Names and Addressed of All Partners



(If a corporation)

Corporate Name JOHN NERI CONSTRUCTION CO., INC.

Signed By Nicholas Neri

NICHOLAS NERI, President

Business Address 770 W. FACTORY ROAD

ADDISON, IL 60101

Insert Names of Officers

President NICHOLAS NERI

Secretary ANTHONY NERI

Treasurer VINCENZINA NERI

Attest:

Anthony Neri
ANTHONY NERI, Secretary

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME
POWER # AND ISSUED PRIOR TO 02/12/13 OR ANY PERSON OR PERSONS NAMED BELOW.

General
Power
of Attorney

POWER NO. 1213772 01

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
DONNA M. TYLER, HINA AZAM, WILLIAM P. REIDINGER, DONNA J. WRIGHT, KAREN E. BOGARD, JOSEPH HALLERAN, REBECCA R. ALVES, JOINTLY OR SEVERALLY

of **SCHAUMBURG** and State of **IL** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **National Surety Leader and Senior Executive** and their corporate seals to be hereto affixed this 12th day of **FEBRUARY A.D., 2013**.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: *Dennis P. Baus*

Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio
County of Medina ss.:

On this 12th day of **FEBRUARY A.D., 2013**, before me personally came **Dennis P. Baus** to me known, who, being by me duly sworn, did depose and say, that he resides in **Wooster, Ohio**; that he is **National Surety Leader and Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



William J. Kahelin

William J. Kahelin, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, **Frank A. Carrino**, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 22nd day of January A.D. 2013.



Frank A. Carrino Secretary
Frank A. Carrino, Secretary



RETURN WITH BID

Route	VARIOUS
County	COOK
Local Agency	VILLAGE OF HINSDALE
Section	Chicago Ave. Water Main-Ph2

PAPER BID BOND

ELECTRONIC BID BOND

RETURN WITH BID



Illinois Department
of Transportation

Affidavit of Illinois Business Office

County DuPage
Local Public Agency VILLAGE OF HINSDALE
Section Number N/A
Route Chicago Ave. Ph-2

State of ILLINOIS)
) ss.
County of DUPAGE)

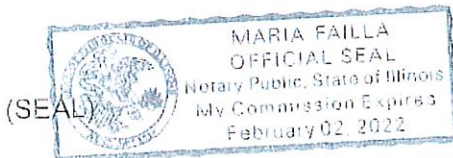
I, NICHOLAS NERI of LONG GROVE, ILLINOIS,
(Name of Affiant) (City of Affiant) (State of Affiant)

being first duly sworn upon oath, states as follows:

1. That I am the PRESIDENT of JOHN NERI CONSTRUCTION CO., INC.
officer or position bidder
2. That I have personal knowledge of the facts herein stated.
3. That, if selected under this proposal, JOHN NERI CONSTRUCTION CO., INC., will maintain a
(bidder)
- business office in the State of Illinois which will be located in DUPAGE County, Illinois.
4. That this business office will serve as the primary place of employment for any persons employed in the construction contemplated by this proposal.
5. That this Affidavit is given as a requirement of state law as provided in Section 30-22(8) of the Illinois Procurement Code.

Nicholas Neri
(Signature)
NICHOLAS NERI, PRESIDENT
(Print Name of Affiant)

This instrument was acknowledged before me on 22nd day of JANUARY, 2021.



Maria Failla
(Signature of Notary Public)

Public Services & Engineering

AGENDA SECTION: Second Read – EPS
SUBJECT: Chicago Avenue Water Main Improvement Project – Phase 2
Construction Observation Contract
MEETING DATE: March 2, 2021
FROM: Dan Deeter, PE Village Engineer

Recommended Motion

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.

Background

On 08/06/19, the Board of Trustees approved the Chicago Avenue Water Main Improvement Project design services contract to HR Green. It is the Village's practice to use the same engineering consultants who provided design engineering services for the construction observation services. Using the same firm for construction observation and design makes sense since they are most familiar with their design and they have a vested interest in defending challenges to their design. Additionally, it minimizes the number of parties required to resolve issues raised during construction.

Discussion & Recommendation

HR Green has provided excellent design services to the Village including revising the design due to funding changes. Considering HR Green's performance during the design process and on previous projects, staff recommends approving HR Green for the construction observation portion of the Chicago Avenue Water Main Improvement Project Phase 2. This contract was reviewed by the Village Attorney.

Budget Impact

Below is the budget compared to the project bids/proposals:

	Budget	Bid/Proposal	Variance
• Construction	\$2,237,000	\$1,721,900	\$ 515,100
• Constr. Observation	\$ 248,000	\$ 121,980	\$ 126,020
• Total	\$2,485,000	\$1,843,880	\$ 641,120

Village Board and/or Committee Action

At the 02/02/21 Board of Trustees meeting, the Board approved the item to be moved to a Second Read.

Documents Attached

1. Contract with HR Green

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

ENGINEERING PROFESSIONAL SERVICES
AGREEMENT
Chicago Avenue Water Main
Improvement Project – Phase 2
Construction Observation

PROFESSIONAL SERVICES AGREEMENT

BETWEEN THE VILLAGE OF HINSDALE AND HR GREEN, INC.

This Professional Services Agreement is entered into this ___th day of _____, 2021 by and between the Village of Hinsdale, an Illinois Municipal corporation (hereinafter referred to as the "Village") and HR GREEN, Inc. (hereinafter referred to as the "Engineer") (collectively referred to as the "Parties").

Whereas, the Village is seeking professional services for the Chicago Avenue Water Main Improvement Project - Phase 2 Construction Observation Engineering (herein referred to as the "Project");

Whereas, Engineer submitted a Proposal dated January 26, 2021 to provide said services for the Project;

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

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

SECTION 1. DEFINITIONS.

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

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

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

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

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

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

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

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

H. The term "Shall" is imperative.

I. The term "Project" means the scope, extent, or amount of services, deliverables, items, or labor related to the engineering services for the Hinsdale – Chicago Avenue Water Main Improvement Project – Phase 2 Construction Observation as more fully described of Exhibit "A" attached hereto.

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

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

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

SECTION 2. GENERAL REQUIREMENTS-ENGINEER.

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

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

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

D. Engineer to the best of its knowledge represents that it shall have the Intellectual Property rights (including, but not limited to, patent, copyright, trademark, service mark, or trade secret

rights) to any Deliverable that will be provided to the Village during the performance of this Agreement and that transfer of said Deliverables to the Village shall not violate or infringe upon the Intellectual Property rights of any third party.

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

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

G. Engineer agrees to perform the services contemplated under this Agreement within the agreed upon schedule, with completion (delivery of as-built documents) no later than December 15, 2021.

SECTION 3. GENERAL REQUIREMENTS-VILLAGE.

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

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

SECTION 4. SCOPE OF SERVICES.

A. As more fully set forth in its proposal dated January 26, 2021, attached hereto as Exhibit "A", Engineer agrees to provide all labor, materials, expertise, services and consultation related to construction observation and related services for the Project. Exhibit "A" is incorporated into and made a part of this Professional Services Agreement. The priority of interpretation for any inconsistent terms between this Professional Services Agreement and Exhibit "A" is as follows: the provisions of this Professional Services Agreement shall prevail over the inconsistent provisions of Exhibit "A". The inconsistent provisions of Exhibit "A" shall be deemed not applicable.

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

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

A. Contract Amount.

Engineer agrees to provide the professional services and deliverables set forth in the Scope of Work, and the Village agrees to compensate Engineer for said performance, the Contract Amount of not-to-exceed \$121,980.

B. Hourly Rates and Costs.

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

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

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

SECTION 6. DELIVERY AND OWNERSHIP OF DOCUMENTS.

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

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

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

D. Upon the condition that Engineer has received the prior written consent of the

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

SECTION 7. INSURANCE.

A. Scope of Coverage and Amounts.

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

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

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

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

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

and surplus line carriers shall be rated A-, VII or better by A.M. Best Company.

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

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

SECTION 8. CHANGES IN WORK.

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

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

SECTION 9. USE OF SUBCONTRACTORS AND CONFLICTS OF INTEREST.

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

SECTION 10. INDEMNIFICATION.

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

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

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

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

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

SECTION 11. COMPLIANCE WITH LAWS.

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

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

1. Sexual Harassment Policy. Engineer represents that it has a written sexual harassment

policy defining sexual harassment as required in Section 2-105 of the Ill. Human Rights Act. 775 ILCA 5/1-105, *et seq.*

2. Tax Payments. Engineer represents that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as set forth in 65 ILCS 5/11-42.1-1.

3. Equal Pay Act of 2003. Engineer, and all subcontractors thereof, shall at all times comply with the provisions of the Illinois Equal Pay Act of 2003, 820 ILCS 112/1, *et seq.*

4. Public Works Employment Discrimination Act. The Engineer represents that it will comply with the Illinois Public Works Employment Discrimination Act (775 ILCS 10/0.01, *et seq.*) which prohibits unlawful discrimination by any entity in the contracting for or performance of all public contracts with the State of Illinois and all of its political subdivisions. As required by this State Act, all of its provisions are incorporated herein by reference and are reprinted below.

5. Illinois Human Rights Act-Equal Opportunity Clause. Engineer represents that it is an "Equal Opportunity Employer" as defined by federal and state laws and regulations, and agrees to comply with the Illinois Department of Human Rights (IDHR) Equal Opportunity clause as required by the IDHR's Regulations (44 Ill. Admin. Code, Part 750, Appendix A), which is considered to be part of any public contract or purchase agreement. As required by State law and IDHR Regulation, the Equal Opportunity clause is reprinted below.

EQUAL EMPLOYMENT OPPORTUNITY

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

1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, military status, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

2) That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules) of minorities and women in the areas from which it may reasonably recruit and Engineer will make a good faith effort to hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap

unrelated to ability, military status, or an unfavorable discharge from military service.

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

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

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

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

ILLINOIS PUBLIC WORKS EMPLOYMENT DISCRIMINATION ACT

10/1. Discrimination in employment prohibited

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

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

10/2. Deemed incorporated in contract

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

10/3. Includes independent contractors, etc.

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

said work or the performance of any of the said services, or any part thereof.

10/4. Deduction from compensation

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

10/5. Recovery by injured person

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

10/6. Violations: punishment

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

10/7. To be inscribed in contract

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

10/8. Partial invalidity: construction

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

SECTION 12. SUSPENSION AND TERMINATION OF SERVICES.

A. Suspension of Work

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

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

B. Termination of Agreement

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

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

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

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

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

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

SECTION 13. NOTICES.

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

If to Village:

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

If to Engineer:

T. Scott Creech
HR Green, Inc.
323 Alana Drive
New Lenox, Illinois 60451

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

SECTION 14. MISCELLANEOUS PROVISIONS.

A. Assignment.

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

B. Governing Law.

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

C. Captions.

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

D. Entire Agreement.

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

E. Waiver.

The failure of either Party to enforce any term, condition, or covenant (herein referred to as "provision") of this Agreement shall not be deemed a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with such provision and every other provision of this Agreement. No provision of this Agreement shall be deemed to have been waived by

either Party unless such waiver is in writing by said Party.

F. Third Party Beneficiaries.

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

G. Survival.

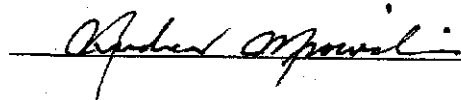
The aforesaid covenants, agreements, representations and warranties shall survive the expiration or termination of the Agreement.

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

Accepted this ____ day of _____ 2021

Engineering Consultant

By: _____



Andrew Mrowicki, Vice President

(Printed Name and Title)

Accepted this 10th day of February 2021

The Village of Hinsdale, Illinois

By: _____

Kathleen A. Gargano, Village Manager

EXHIBIT A – HR GREEN PROPOSAL FOR CHICAGO WATER MAIN IMPROVEMENTS
PHASE 2 PROJECT – CONSTRUCTION OBSERVATION
DATED: January 26, 2021



PROFESSIONAL SERVICES AGREEMENT

For

**Hinsdale – 2021 Infrastructure Improvement Plans:
Chicago Ave. Watermain Improvements (phase 2):
from IL-83 To Garfield St.**

Construction Observation (Full-Time)

Daniel M. Deeter, P.E., Village Engineer
Village of Hinsdale
19 East Chicago Avenue
Hinsdale, IL 60521-3489
630-789-7000

T. Scott Creech, P.E.
HR Green, Inc.
323 Alana Drive
New Lenox, IL 60451
HR Green Project Number: 191783.01

January 26, 2021

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THIS **AGREEMENT** is between VILLAGE OF HINSDALE (hereafter "CLIENT") and HR GREEN, INC. (hereafter "COMPANY").

1.0 Project Understanding

1.1 General Understanding

The proposed scope of services, associated fees, and deliverables required are based on the request from Mr. Daniel Deeter, P.E., Engineer at the Village of Hinsdale.

The services required for this project are to include construction observation services (full-time) for construction of a new 12" diameter water main (PVC & Ductile Iron), water valves in vaults and boxes, fire hydrants with auxiliary valves, new water services, and required testing and chlorination. Additionally, construction includes all incidental and collateral work such as trench backfill, HMA Patching, PCC Patching, landscape restoration, and traffic control.

As requested by the CLIENT, **Full-Time** Construction Observation services associated with the Village of Hinsdale - Chicago Ave. Water Main Improvements PH 2 Project, located in the Village are detailed within this contract/proposal.

The Chicago Ave. Water Main PH 2 Project includes improvements at the following street segments within the Village of Hinsdale:

- Chicago Avenue from Washington St. to IL-83

Further detail of the COMPANY's services is provided in the Scope of Services section located herein.

1.2 Design Criteria/Assumptions

The construction contract for the Chicago Ave Water Main Improvements PH 2 Project is a completion day contract with an anticipated start on or around *April 5, 2020 and project completion by July 16, 2021*, unless extenuating circumstances require variation to this proposed schedule, subject to CLIENT approval. The man-hours required for construction observation are included as **Full-Time** observation of the project and it is anticipated that the contractor will complete the project by the contract specified deadline. See Section 3.0 Deliverables and Schedule for anticipated project schedule.

2.0 Scope of Services

The CLIENT agrees to employ COMPANY to perform the following services:

2.1 Construction Observation

A. Project Startup



COMPANY will contact the residents and business within the construction zone and provide project and contact information to the residents and business. COMPANY will also contact and or meet with the school district, and emergency services to ensure that all entities are aware of the project.

B. Construction Observation

COMPANY will provide Full-time Construction Observation Services at a Time and Material basis not to exceed the amount listed herein. Note that the Full-time Construction Observation Services are based on 74 days in the field (April 5, 2021 – July 16, 2021) for the Chicago Ave. PH II Water Main Improvements Project. COMPANY will observe and verify that items being constructed, and materials being utilized are in general conformance with the approved plans and specifications and the Illinois Department of Transportation (IDOT) Standard Specifications for Road and Bridge Construction as applicable.

COMPANY will complete a daily diary, measure and document contract quantities, complete payment estimates, change orders, and weekly reports. Weekly reports will be submitted to the contractor and the CLIENT. COMPANY will verify that all materials incorporated into this project are IDOT approved materials and in accordance with the Special Provisions of this contract. COMPANY shall keep the CLIENT informed of the progress of construction and update the CLIENT on weekly basis.

COMPANY in conjunction with the CLIENT staff will review the condition of the traffic control once daily. Traffic control reviews will be completed for the construction zone.

COMPANY will provide erosion and sedimentation control observation services on a weekly basis and after a rainfall of ½" or more or 6" or more of snow. COMPANY will document each observation and will direct the contractor to repair and/or replace deficient erosion and sediment control measures.

COMPANY shall review Contractor's submitted record drawings for identified scope of improvements, noting discrepancies as necessary for Contractor's revision and submittal to CLIENT.

C. Meetings

COMPANY will attend the preconstruction meeting with the CLIENT, the contractor, subcontractors, emergency services, and any affected utility companies.

COMPANY anticipates that there will be construction meetings with the CLIENT, the contractor, subcontractors, and residents during the standard work week. Attendance at these various coordination meetings is included within the allocated 8 hours/day for Full-Time Construction Engineer in staffing of the project for the length of the Construction Schedule as estimated above in Section 2.0B. These coordination meetings are anticipated to begin after the start of construction. COMPANY will complete an agenda and meeting notes for the construction meeting. Upon completion of the meeting notes, COMPANY will distribute the meeting minutes to all entities.



D. Administration/Coordination

This task will involve administrative functions which will include the on-going review of the project execution, documentation, schedule and budget, contract file management, and general correspondence between COMPANY, the CLIENT, the contractor, and subcontractors.

E. Project Close Out

COMPANY will add all field notes and construction information accumulated during the construction of the project to the electronic construction files to create a construction notes sheet.

3.0 Deliverables and Schedules Included in this Agreement

Anticipated Project Schedule:

- *WM Local Bid Opening – January 22, 2021*
- *WM Construction Start – April 5, 2021*
- *WM Construction Completion - July 16, 2021*
- *Project Closeout – August 30, 2021*

This schedule was prepared to include reasonable allowances for review and approval times required by the CLIENT and public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project requested by the CLIENT or for delays or other causes beyond the control of COMPANY.

4.0 Items not included in Agreement/Supplemental Services

The following items are not included as part of this AGREEMENT:

- A. Permit fees as applicable;
- B. Environmental studies including Abbrev. Phase 1 Report*;
- C. Regulated Substances Monitoring & Reporting*;
- D. Location Drainage Study services*;
- E. Structural design services*;
- F. Floodplain analysis/study service*;
- G. Wetland delineation/mitigation services*;
- H. Right of way and easement plat preparation*;
- I. Construction staking and layout*;
- J. Record Drawings by Contractor*, and
- K. GIS Drawings and Files*

*COMPANY can provide services as required with addendum to Agreement.



COMPANY shall not supervise, direct, or have any control over the contractor's work. COMPANY shall not have any responsibility for the construction means, methods, techniques, sequences, or procedures selected by the contractor. Also, COMPANY is not responsible for the contractor's safety precautions or programs in connection with this work. These rights and responsibilities are solely those of the contractor.

COMPANY shall not be responsible for any acts or omissions of the contractor, subcontractor or any entity performing any portion of the work, or any agents or employees of any of them. COMPANY does not guarantee the performance of the contractor and shall not be responsible for the contractor's failure to perform its work in accordance with the contract drawings and documents.

Supplemental services not included in the agreement can be provided by COMPANY under separate agreement, if desired.

5.0 Services by Others

- A. SEECO Consultants will provide QA Material testing and reporting for the project. On-site testing will be done in accordance with IDOT's Project Procedures Guide for Material testing frequency.

6.0 Client Responsibilities

Information required to be provided by the CLIENT as part of this contract includes:

- A. Attend weekly project construction review/coordination meetings;
- B. Process contractors pay request, after approved by COMPANY

7.0 Professional Services Fee

7.1 Fees

The fee for services will be based on COMPANY standard hourly rates current at the time the AGREEMENT is signed. These standard hourly rates are subject to change upon 30 days' written notice. Non-salary expenses directly attributable to the project such as: (1) living and traveling expenses of employees when away from the home office on business connected with the project; (2) identifiable communication expenses; (3) identifiable reproduction costs applicable to the work; and (4) outside services will be charged in accordance with the rates current at the time the service is done.

7.2 Invoices

Invoices for COMPANY's services shall be submitted, on a monthly basis. Invoices shall be due and payable upon receipt. If any invoice is not paid within 15 days, COMPANY may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT, suspend or terminate the performance of services. The retainer shall be credited on the final invoice. Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In



the event that any portion of an account remains unpaid 60 days after the billing, COMPANY may institute collection action and the CLIENT shall pay all costs of collection, including reasonable attorneys' fees.

7.3 Extra Services

Any service required but not included as part of this AGREEMENT shall be considered extra services. Extra services will be billed on a Time and Material basis with prior approval of the CLIENT.

7.4 Exclusion

This fee does not include attendance at any meetings or public hearings other than those specifically listed in the Scope of Services. These service items are considered extra and are billed separately on an hourly basis.

7.5 Payment

The CLIENT AGREES to pay COMPANY on the following basis:

Time and material basis with a Not to Exceed fee of **\$121,980.00**.

ITEM	MAN-HOURS	LABOR COST	DIRECT COST (1)	SUB CONSULTING
2.1 Construction Observation				
Field Observation & Admin, Pre-Con. Mtg. (2)	746	\$ 113,220.00	\$ 2,760.00	
Material Testing: Sub-Consultant budgetary # for QA)	N/A			\$ 6,000.00
Subtotals:	746	\$ 113,220.00	\$ 2,760.00	\$ 6,000.00
Contract Total:			\$ 121,980.00	

(1) Direct Costs - Includes Postage, Mileage for meetings/Field Visits, & Plotting Costs.

Details are available upon request.

(2) Construction Observation Services are based on estimated (80 R.E. + 15 P.M = 95 Trips) Field Observation Days (74 contractor working days + 6 punch list & close out days). Also includes P.M. attendance at 15 weekly progress meetings with contractor, documentation, and coordination efforts per Scope of Services.



8.0 Terms and Conditions

The following Terms and Conditions are incorporated into this AGREEMENT and made a part of it.

8.1 Standard of Care

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

8.2 Entire Agreement

This AGREEMENT and its attachments constitute the entire understanding between CLIENT and COMPANY relating to COMPANY's services. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein are of no effect. Subsequent modifications or amendments to this AGREEMENT shall be in writing and signed by the parties to this AGREEMENT. If the CLIENT, its officers, agents, or employees request COMPANY to perform extra services pursuant to this AGREEMENT, CLIENT will pay for the additional services even though an additional written agreement is not issued or signed.

8.3 Time Limit and Commencement of Services

This AGREEMENT must be executed within ninety (90) days to be accepted under the terms set forth herein. The services will be commenced immediately upon receipt of this signed AGREEMENT.

8.4 Suspension of Services

If the Project or the COMPANY'S services are suspended by the CLIENT for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this AGREEMENT, the COMPANY shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the CLIENT shall compensate the COMPANY for expenses incurred as a result of the suspension and resumption of its services, and the COMPANY'S schedule and fees for the remainder of the Project shall be equitably adjusted.

If the COMPANY'S services are suspended for more than ninety (90) days, consecutive or in the aggregate, the COMPANY may terminate this AGREEMENT upon giving not less than five (5) calendar days' written notice to the CLIENT.

If the CLIENT is in breach of this AGREEMENT, the COMPANY may suspend performance of services upon five (5) calendar days' notice to the CLIENT. The COMPANY shall have no liability to the CLIENT, and the CLIENT agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this AGREEMENT by the CLIENT. Upon receipt of payment in full of all outstanding sums due from the CLIENT, or curing of such other breach which caused the COMPANY to suspend services, the COMPANY shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

8.5 Books and Accounts

COMPANY will maintain books and accounts of payroll costs, travel, subsistence, field, and incidental expenses for a period of five (5) years. Said books and accounts will be available at all reasonable times for examination by CLIENT at the corporate office of COMPANY during that time.

8.6 Insurance

COMPANY will maintain insurance for claims under the Worker's Compensation Laws, and from General Liability and Automobile claims for bodily injury, death, or property damage, and Professional Liability insurance caused by the negligent performance by COMPANY's employees of the functions and services required under this AGREEMENT.

8.7 Termination or Abandonment

Either party has the option to terminate this AGREEMENT. In the event of failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, then the obligation to provide further services under this AGREEMENT may be terminated upon seven (7) days' written notice. If any portion of the services is terminated or abandoned by CLIENT, the provisions of this Schedule of Fees and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the services not



terminated or abandoned. If said termination occurs prior to completion of any phase of the project, the fee for services performed during such phase shall be based on COMPANY's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse COMPANY for termination costs.

8.8 Waiver

COMPANY's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

8.9 Severability

If any provision of this AGREEMENT is declared invalid, illegal, or incapable of being enforced by any Court of competent jurisdiction, all of the remaining provisions of this AGREEMENT shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

8.10 Successors and Assigns

All of the terms, conditions, and provisions hereof shall inure to the benefit of and are binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this AGREEMENT shall be made without written consent of the parties to this AGREEMENT.

8.11 Third-Party Beneficiaries

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

8.12 Governing Law and Jurisdiction

The CLIENT and the COMPANY agree that this AGREEMENT and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Illinois without regard to any conflict of law provisions, which may apply the laws of other jurisdictions.

It is further agreed that any legal action between the CLIENT and the COMPANY arising out of this AGREEMENT or the performance of the services shall be brought in a court of competent jurisdiction in the State of Illinois.

8.13 Dispute Resolution

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

8.14 Attorney's Fees

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

8.15 Ownership of Instruments of Service

All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents including all documents on electronic media prepared by COMPANY as instruments of service shall remain the property of COMPANY. COMPANY shall retain these records for a period of five (5) years following



completion/submission of the records, during which period they will be made available to the CLIENT at all reasonable times.

8.16 Reuse of Documents

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

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

8.17 Failure to Abide by Design Documents or To Obtain Guidance

The CLIENT agrees that it would be unfair to hold COMPANY liable for problems that might occur should COMPANY'S plans, specifications or design intents not be followed, or for problems resulting from others' failure to obtain and/or follow COMPANY'S guidance with respect to any errors, omissions, inconsistencies, ambiguities or conflicts which are detected or alleged to exist in or as a consequence of implementing COMPANY'S plans, specifications or other instruments of service. Accordingly, the CLIENT waives any claim against COMPANY, and agrees to defend, indemnify and hold COMPANY harmless from any claim for injury or losses that results from failure to follow COMPANY'S plans, specifications or design intent, or for failure to obtain and/or follow COMPANY'S guidance with respect to any alleged errors, omissions, inconsistencies, ambiguities or conflicts contained within or arising as a result of implementing COMPANY'S plans, specifications or other instruments of service. The CLIENT also agrees to compensate COMPANY for any time spent and expenses incurred remedying CLIENT's failures according to COMPANY'S prevailing fee schedule and expense reimbursement policy.

8.18 Opinion of Probable Construction Cost

As part of the Deliverables, COMPANY may submit to the CLIENT an opinion of probable cost required to construct work recommended, designed, or specified by COMPANY, if required by CLIENT. COMPANY is not a construction cost estimator or construction contractor, nor should COMPANY'S rendering an opinion of probable construction costs be considered equivalent to the nature and extent of service a construction cost estimator or construction contractor would provide. This requires COMPANY to make a number of assumptions as to actual conditions that will be encountered on site; the specific decisions of other design professionals engaged; the means and methods of construction the contractor will employ; the cost and extent of labor, equipment and materials the contractor will employ; contractor's techniques in determining prices and market conditions at the time, and other factors over which COMPANY has no control. Given the assumptions which must be made, COMPANY cannot guarantee the accuracy of its opinions of cost, and in recognition of that fact, the CLIENT waives any claim against COMPANY relative to the accuracy of COMPANY'S opinion of probable construction cost.

8.19 Design Information in Electronic Form

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

The CLIENT recognizes that designs, plans, and data stored on electronic media including, but not limited to computer disk, magnetic tape, or files transferred via email, may be subject to undetectable alteration and/or uncontrollable deterioration. The CLIENT, therefore, agrees that COMPANY shall not be liable for the completeness or accuracy of any materials provided on electronic media after a 30-day inspection period, during



which time COMPANY shall correct any errors detected by the CLIENT to complete the design in accordance with the intent of the contract and specifications. After 40 days, at the request of the CLIENT, COMPANY shall submit a final set of sealed drawings, and any additional services to be performed by COMPANY relative to the submitted electronic materials shall be subject to separate agreement. The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the COMPANY and electronic files, the signed or sealed hard-copy construction documents shall govern.

8.20 Information Provided by Others

The CLIENT shall furnish, at the CLIENT's expense, all information, requirements, reports, data, surveys and instructions required by this AGREEMENT. The COMPANY may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The COMPANY shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the CLIENT and/or the CLIENT's consultants and contractors.

COMPANY is not responsible for accuracy of any plans, surveys or information of any type including electronic media prepared by any other consultants, etc. provided to COMPANY for use in preparation of plans. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the COMPANY from any damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of or connected in any way with the services performed by other consultants engaged by the CLIENT.

COMPANY is not responsible for accuracy of topographic surveys provided by others. A field check of a topographic survey provided by others will not be done under this AGREEMENT unless indicated in the Scope of Services.

8.21 Force Majeure

The CLIENT agrees that the COMPANY is not responsible for damages arising directly or indirectly from any delays for causes beyond the COMPANY's control. CLIENT agrees to defend, indemnify, and hold COMPANY, its consultants, agents, and employees harmless from any and all liability, other than that caused by the negligent acts, errors, or omissions of COMPANY, arising out of or resulting from the same. For purposes of this AGREEMENT, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; disease epidemic or pandemic; failure of any government agency to act in a timely manner; failure of performance by the CLIENT or the CLIENT'S contractors or consultants; or discovery of any hazardous substances or differing site conditions. Severe weather disruptions include but are not limited to extensive rain, high winds, snow greater than two (2) inches and ice. In addition, if the delays resulting from any such causes increase the cost or time required by the COMPANY to perform its services in an orderly and efficient manner, the COMPANY shall be entitled to a reasonable adjustment in schedule and compensation.

8.22 Job Site Visits and Safety

Neither the professional activities of COMPANY, nor the presence of COMPANY'S employees and sub-consultants at a construction site, shall relieve the general contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. COMPANY and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The CLIENT agrees that the general contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the CLIENT's AGREEMENT with the general contractor. The CLIENT also agrees that the CLIENT, COMPANY and COMPANY'S consultants shall be indemnified and shall be made additional insureds on the general contractor's and all subcontractor's general liability policies on a primary and non-contributory basis.

8.23 Hazardous Materials

CLIENT hereby understands and agrees that COMPANY has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at CLIENT's premises, or in connection with or related to this project with respect to which COMPANY has been retained to provide



professional services. The compensation to be paid COMPANY for said professional services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold COMPANY, its officers, directors, employees, and consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, or consequential, including, but not limited to, attorney fees and Court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkalis, toxic chemicals, liquids gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

It is acknowledged by both parties that COMPANY'S Scope of Services does not include any services related to asbestos or hazardous or toxic materials. In the event COMPANY or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of COMPANY'S services, COMPANY may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until the CLIENT retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrants that the job site is in full compliance with applicable laws and regulations.

Nothing contained within this AGREEMENT shall be construed or interpreted as requiring COMPANY to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 et seq., as amended; or within any State statute governing the generation, treatment, storage, and disposal of waste.

8.24 Certificate of Merit

The CLIENT shall make no claim for professional negligence, either directly or in a third party claim, against COMPANY unless the CLIENT has first provided COMPANY with a written certification executed by an independent design professional currently practicing in the same discipline as COMPANY and licensed in the State in which the claim arises. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a design professional performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to COMPANY not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any judicial proceeding.

8.25 Limitation of Liability

In recognition of the relative risks and benefits of the Project to both the CLIENT and the COMPANY, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and sub-consultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and sub-consultants shall not exceed \$50,000.00, or the COMPANY'S total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

8.26 Environmental Audits/Site Assessments

Environmental Audit/Site Assessment report(s) are prepared for CLIENT's sole use. CLIENT agrees to defend, indemnify, and hold COMPANY, its consultants, agents, and employees harmless against all damages, claims, expenses, and losses arising out of or resulting from any reuse of the Environmental Audit/Site Assessment report(s) without the written authorization of COMPANY.

8.27 Construction Observation

COMPANY shall visit the project at appropriate intervals (as described in the scope of services) during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. The CLIENT has not retained COMPANY to make detailed inspections or to provide exhaustive or continuous project review and observation services. COMPANY does not guarantee the performance of, and shall have no responsibility for, the acts or



omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project.

If the CLIENT desires more extensive project observation or full-time project representation, the CLIENT shall request in writing such services be provided by COMPANY as Additional Services in accordance with the terms of the AGREEMENT.

8.28 Municipal Advisor

The COMPANY is not a Municipal Advisor registered with the Security and Exchange Commission (SEC) as defined in the Dodd-Frank Wall Street Reform and Consumer Protection Act. When the CLIENT is a municipal entity as defined by said Act, and the CLIENT requires project financing information for the services performed under this AGREEMENT, the CLIENT will provide the COMPANY with a letter detailing who their independent registered municipal advisor is and that the CLIENT will rely on the advice of such advisor. A sample letter can be provided to the CLIENT upon request.

This AGREEMENT is approved and accepted by the CLIENT and COMPANY upon both parties signing and dating the AGREEMENT. Services will not begin until COMPANY receives a signed agreement. COMPANY's services shall be limited to those expressly set forth in this AGREEMENT and COMPANY shall have no other obligations or responsibilities for the Project except as agreed to in writing. The effective date of the AGREEMENT shall be the last date entered below.

Sincerely,

HR GREEN, INC.

Kevin J. Berry, P.E. Project Manager

Approved by:

Printed/Typed Name: Andrew Mrowicki, P.E.

Title: Vice President

Date:

1/26/2021

VILLAGE OF HINSDALE

Accepted by:

Printed/Typed Name:

Title:

Date:

REQUEST FOR BOARD ACTION

Supply Line

Public Services & Engineering

AGENDA SECTION: Second Reading - EPS

SUBJECT: Commonwealth Edison (ComEd) request for early start time for their Project WO 16108787 on Chicago Avenue, Symonds Drive, and Vine Streets

MEETING DATE: March 02, 2021

FROM: Dan Deeter, PE, Village Engineer

Recommended Motion

A Resolution Authorizing Waiver of Construction Noise Hours Limitations Pursuant To Section 9-12-2 of the Village Code of the Village of Hinsdale – Commonwealth Edison Supply Line Construction Project WO 1608787.

Background

Section 9-12-2, Limitations on Noise, of the Village Code, subsection A allows the use of “construction tools or power equipment” from 8:00 AM – 8:00 PM Monday – Friday and 8:00 AM – 4:00 PM on Saturdays. Subsection D states, “The limitations stated in subsections A and B of this section may be waived by the board of trustees by resolution for work undertaken by any public body or agency for the benefit of the public. ... The board of trustees or the village manager, as applicable, may attach to any such waiver all conditions it deems necessary to protect the public health, safety, or welfare.”

Discussion & Recommendation

As reported in previous engineering reports to the Board of Trustees, ComEd is constructing 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 Drive and Chicago Avenue and then 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. ComEd has designated this project WO 16108787.

In 2021, the Village is scheduled to construct the Watermain Phase 2 project to replace the 12-inch watermain on Chicago Avenue from Washington Street to Stough Street. The Watermain construction and subsequent resurfacing of Chicago Avenue are anticipated to require most of the construction season to complete. Therefore, the contractor, John Neri Construction, has proposed to begin the watermain project on or around 3/15/21.

To avoid conflicts with the Village watermain project, ComEd has agreed to complete the portion of the project on Chicago Avenue from Vine Street to Washington Street by 03/15/21. (See attached map.) To do this, ComEd anticipates working 10-hour/days, six days/week until 03/15/21. After 03/15/21, ComEd will work 40-hour weeks, Monday-Friday. To avoid delaying the Village project, ComEd is requesting permission to conduct their construction operations between 7 AM – 5 PM, Monday – Saturday until 03/15/21. After 03/15/21, ComEd is requesting

to begin construction at 7 AM, Monday – Friday to maximize their daily construction efficiency, which minimizes the total project duration and nuisance to the Village residents.

Budget Impact

Project WO 16108787 will be funded entirely by ComEd. There are no Village funds contributing to it.

Village Board and/or Committee Action

Due to the need to expedite the ComEd construction, staff recommends that the first reading be waived.

Documents Attached

1. Resolution
2. Project Map
3. ComEd letter dated 02/24/21

VILLAGE OF HINSDALE

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING WAIVER OF CONSTRUCTION NOISE HOURS
LIMITATIONS PURSUANT TO SECTION 9-12-2 OF THE VILLAGE CODE OF THE
VILLAGE OF HINSDALE – COMMONWEALTH EDISON SUPPLY LINE
CONSTRUCTION PROJECT WO 16108787**

WHEREAS, Commonwealth Edison has undertaken to construct a new supply line within the Village, running from their transformer station at Symonds Drive and N. Park Street to S. Vine Street (the ComEd Project”); and

WHEREAS, the Village of Hinsdale is also constructing a new watermain project in the same area, starting on or around March 15, 2021 (the “Village Project”); and

WHEREAS, in order to avoid conflicts between the ComEd Project and Village Project, ComEd has agreed to complete the portion of the ComEd Project that would conflict with the Village Project prior to March 15, 2021; and

WHEREAS, in order to do so, ComEd has requested permission to conduct their construction operations on the ComEd Project from 7:00 a.m. to 5:00 p.m. Monday-Saturday until March 15, 2021 in order to avoid conflict with the Village Project. After March 15, 2021, ComEd seeks to begin construction at 7:00 a.m., Monday-Friday until project completion, in order to minimize the total project duration and its associated disruption to Village residents; and

WHEREAS, Section 9-12-2.D. of the Village Code authorizes waiver of the hours limitations by the Village Board of Trustees, by resolution, for work undertaken by any public body or agency for the benefit of the public; and

WHEREAS, pursuant to Section 9-12-2.D. of the Village Code, the Board of Trustees find and determine that the hours limitations on the use of construction equipment should be waived as requested relative to the ComEd Project for the construction of the new supply line from the transformer station at Symonds Drive & N. Park Street to S. Vine Street, and finds such waiver to be in the best interests of and in furtherance of the health, welfare and safety of the residents of the Village.

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

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

Section 2. Waiver of Hours Limitations on Use of Construction Equipment. Pursuant to Section 9-12-2.D. of the Village Code, the Board of Trustees hereby waives the hours limitations on use of construction equipment for the ComEd Project related to the construction of the new supply line from the transformer station at Symonds Drive & N. Park Street to S. Vine Street to allow construction activities from 7:00 a.m. to 5:00 p.m. Monday-Saturday until March 15, 2021, and to allow construction activities on the ComEd Project to continue to commence at 7:00 a.m. after March 15, 2021, from Monday-Friday only until Project completion.

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: _____

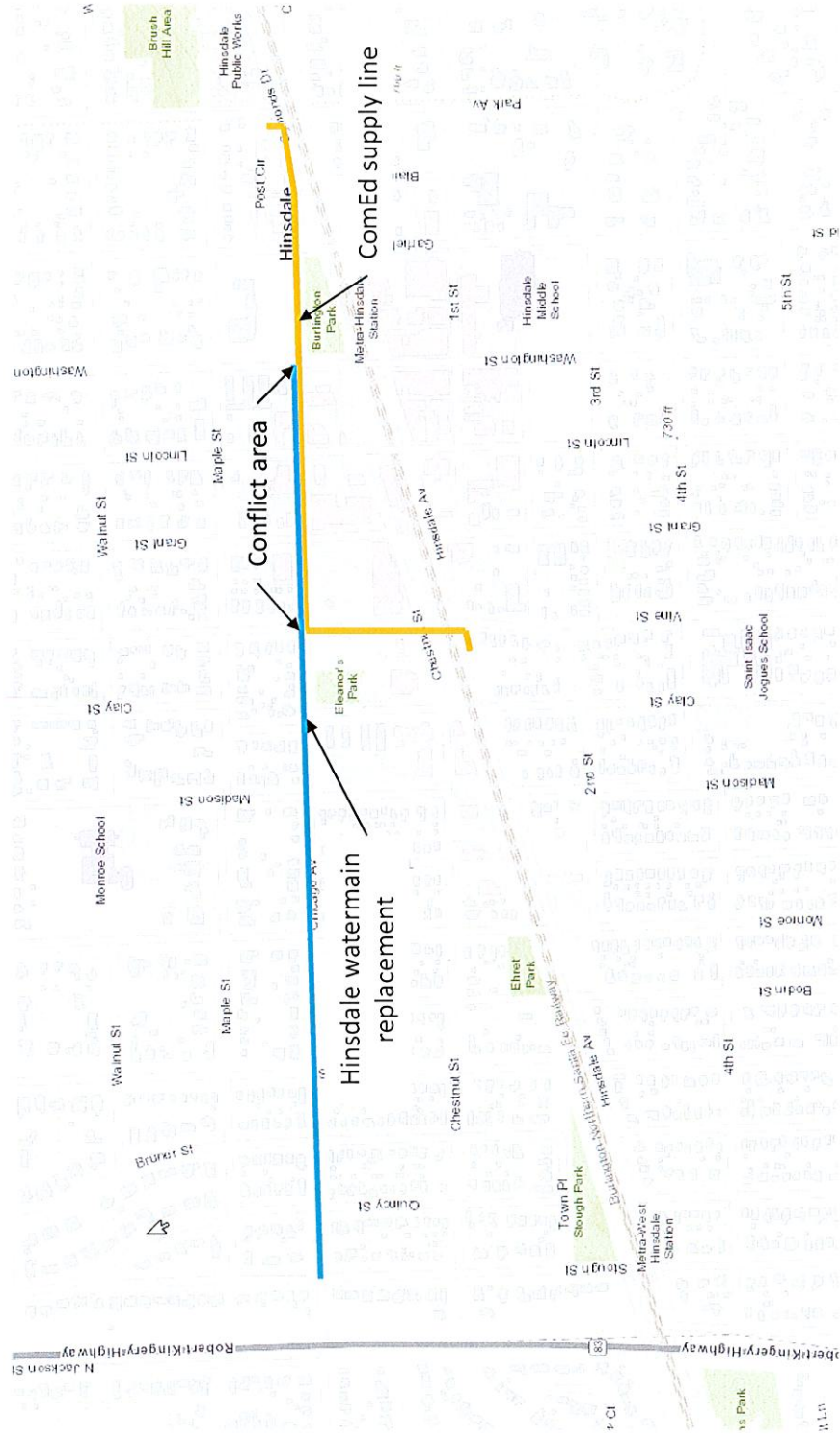
APPROVED by me this _____ day of _____, 2021, and attested to by the Village Clerk this same day.

Thomas K. Cauley, Jr., Village President

ATTEST:

Christine M. Bruton, Village Clerk

2021 Construction Conflict





An Exelon Company

February 24, 2021

Al,

As previously discussed, ComEd is performing a cable replacement project in the Village of Hinsdale along Hinsdale Avenue, South Vine Street, Chicago Ave and South Park Avenue.

In an effort to meet the requested timeline for completion by the Village, we are requesting approval for the below work hours:

7:00 AM to 5:00 PM – Monday – Saturday until March 15th

7:00 AM to 5:00 PM – Monday – Friday March 16th- Mid May

ComEd has submitted plans separately to the Village and completed the walkdown to review current design, schedule, and traffic control measures.

If I can answer any questions about our project or the hearing, please do not hesitate to call me at (412) 370-3903 or to email me at kayli.altobelli@comed.com.

Sincerely,

Kayli Altobelli
Principal Program Manager, Distribution Programs
Three Lincoln Centre
Oakbrook Terrace, IL 60181
Cell Phone: 412-370-3903
Office: 630-437-2443



MEMORANDUM

DATE: March 2, 2021

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

CC: Kathleen A Gargano, Village Manager; Brad Bloom, AVM/DPS

FROM: Heather Bereckis, Superintendent of Parks & Recreation

RE: Fueled Coffee & Classic Car Events

Staff is in receipt of a request from Lorraine Hughes, Vice President of Fueled, Inc., regarding an event called Fueled Coffee and Classics. The event consists of Fueled members gathering with their classic European vehicles. The proposed dates of the event are Sunday, June 13, 2021 and August 15, 2021 from 9:00 a.m. to 11:00 a.m. It is requested that set-up begins at 8:00 a.m. and tear down begins at 11:00 a.m. If approved, the event would take place on Chicago Avenue and Burlington Drive in between Washington and Garfield Streets. The event is open to the public and free of charge.

Fueled requests that a coffee cart and a car book author be allowed to sell coffee/pastries and books respectively at the event. Fueled estimates between fifty and seventy cars at the event.

With prior approval from the Village Board of Trustees, the applicant started Fueled Coffee and Classics in downtown Hinsdale in 2017. Two events were held on Sundays in 2017, three events were held on Sundays in 2018 and 2019, and two socially distanced events were held in 2020. All events were well attended and positive feedback was received from the community.

Staff recommends using Chicago Avenue and Burlington Drive for pedestrian safety and convenience as was done in 2017, 2018, 2019, and 2020. The event would take place during off-peak business hours and would have little impact on the traffic flow.

Staff has verified that these events will not affect any scheduled Village activities in Burlington Park. As a backup location, staff has recommended the usage of the Village



MEMORANDUM

parking lot, to which Fuelfed representatives are amenable. This location would only be used should paving or construction near Chicago Ave. become an issue.

The applicant is not requesting Village staff or resources for the event. Barriers to close streets will already be available for the weekly Farmer's Market events, and Fuelfed staff indicated that they will move barriers as needed. Police staff will be available in the event that Fuelfed requires assistance with moving the barriers.

**Village of Hinsdale
Park Special Use Request**

Organization Making Request*: Fuelfed, Inc.

Contact Information Name*: Lorraine Hughes

Address*: 440 Barton Ave, Evanston, IL 60202

Daytime Phone*: 312.401.1975

☐ FAX Number: 773.878.1940 You will need to phone first so we change the setting

☐ E-mail address*: fuelfed2@gmail.com

Application must include a schedule of events and a detailed site plan.

Facility/Park: 1st choice: Street parking on E. Chicago Avenue / Burlington Avenue.

2nd choice (if construction): downtown Washington/Lincoln Hinsdale Metra Station Village commuter parking lot

Location within Facility (Specific)*: 1st choice: E. Chicago Avenue / Burlington Avenue (Washington Street to Garfield Street, along Burlington Park). 2nd choice in case of construction: The Hinsdale Metra Station Village commuter parking lot in downtown Hinsdale between Lincoln and Washington Streets.

Name of Event*: Fuelfed Coffee & Classics Hinsdale

Event Description*: Fuelfed member gathering of classic European vehicles (prior to 1995) with a minor portion driving more recent European cars. The public is welcome to attend as spectators. Non-members may park in the event space if they meet the classic European vehicle criteria, and will be charged an entry fee.

Date(s) of Event*: 6/13/2021, 8/15/2021

Requested Time Period*: 8:00-10:00a (Setup at 7:15a.m./Tear Down @ 10:00a.m.) Note: We may ask to shift the start & end times one hr later like we did in 2019 if Covid regulations dramatically improve.

Is your agency ☒ For Profit ☐ Non-Profit (provide Tax ID # _____)

* Required information

To be completed by the Village of Hinsdale

Signature Approval of the Village Manager (or designee) _____

Date: _____

Important Notes for Applicants: This completed form must be received in the Superintendent of Parks & Recreation office a minimum of six weeks prior to the requested time period. Requests will be approved on an individual basis. ***Submitting a request does not guarantee the approval of said request.*** You will receive confirmation of approval. The fee is \$250 for park usage.

The fee may increase based on scheduled activities or time frame of the event.

If event is approved, a certificate of insurance from the host agency and vendors will be required.

Village of Hinsdale Parks and Recreation
19 East Chicago Avenue, Hinsdale, IL 60521
Phone: (630) 789-7090 Fax: (630) 789-7016



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/10/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hagerty Insurance Agency LLC 141 River's Edge Drive Traverse City MI 49684-3265	CONTACT NAME:	
	PHONE (A/C, No, Ext): (800) 922-4050	FAX (A/C, No):
INSURED Fuelfed 440 Barton Ave Evanston IL 60202	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Markel Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		
NAIC #		
38970		

COVERAGES

CERTIFICATE NUMBER: Cert ID 9440

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CVG1593-04	01/01/2021	01/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
							\$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Include as additional insured: Certificate Holder but only with respects to the named insured's actions and / or negligence with regards to the Fuelfed Coffee & Classics to be held on Chicago Ave and Burlington Dr (from Washington to Garfield) in downtown Hinsdale on 6/13/2021 and 8/15/2021.

CERTIFICATE HOLDER**CANCELLATION**

Village of Hinsdale 19 E. Chicago Ave. Hinsdale IL 60521	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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10a

MEMORANDUM

DATE: March 2, 2021

TO: President Cauley and the Village Board of Trustees

FROM: Heather Bereckis, Superintendent of Parks & Recreation

RE: February Staff Report

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

The Lodge at KLM Park

Preliminary gross rental and catering revenue for the calendar year-to-date is \$10,080. Rental revenue for the first month of the 2021 calendar year was \$4,200, and the second month was \$5,880. Lodge staff booked a reoccurring rental with the D86 Transition Program. The rental is four days a week (M-TH) from 7am-1:30pm. The school district will be paying a daily fee for the space. They have signed a rental agreement through May of 2021, with an option to renew through August of 2021.

With the move back into Phase 4 mitigations, the Lodge is seeing increased interest in rentals. A number of social events including weddings and receptions are booked beginning in April, with three quarters of the weekend time booked through November.

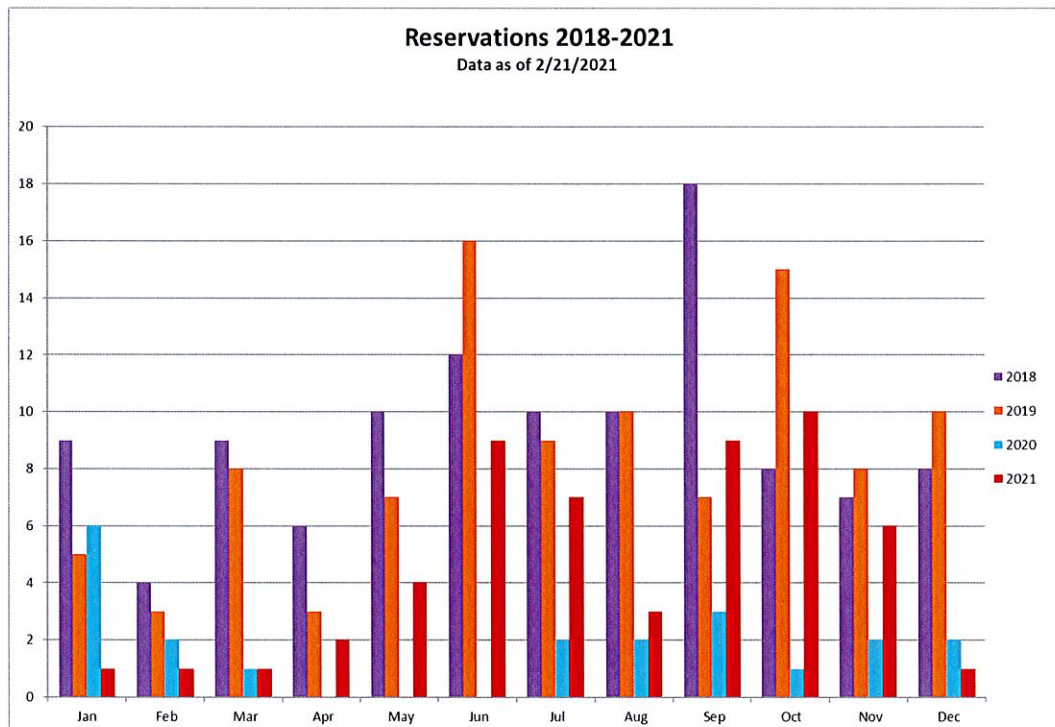
Early expenses are higher due to renewal of annual subscriptions, like marketing in The Knot, website hosting, etc.

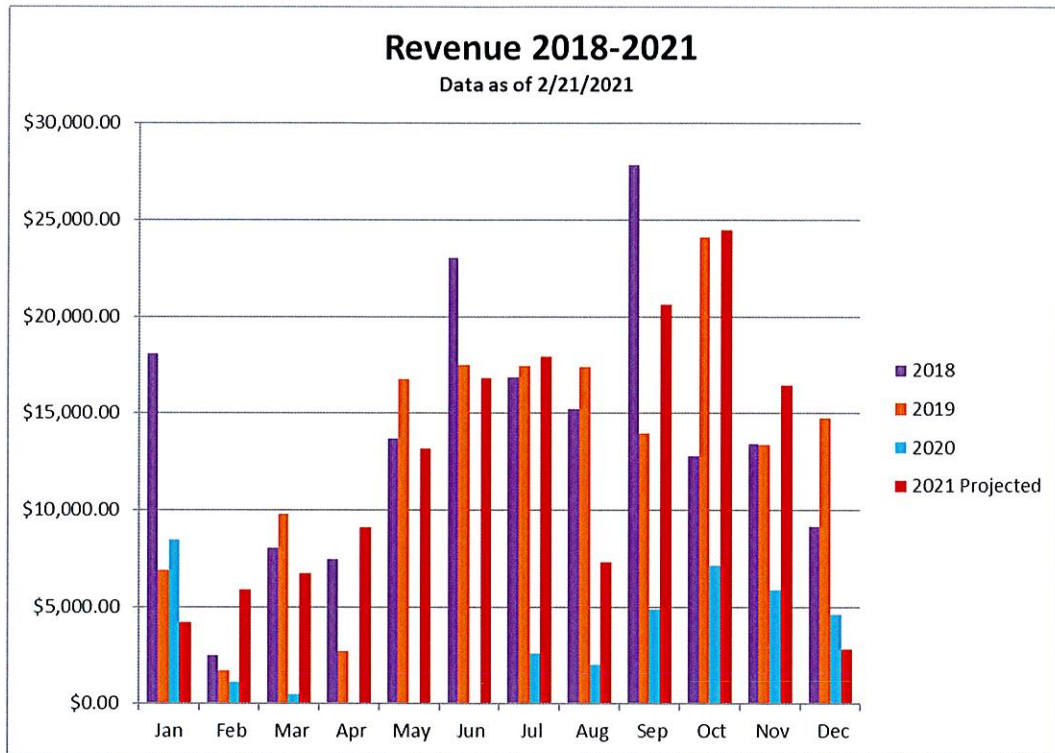
REVENUES	February		YTD		Change Over the Prior year	2021 Annual Budget	CY 21 % of budget	CY 2020 Annual Budget	CY 20 % of budget
	Prior Year	Current Year	Prior Year	Current Year					
The Lodge Rentals	\$1,100	\$5,880	\$8,475	\$10,080	\$1,605	\$145,000	7%	\$150,000	6%
Caterer's Licenses	\$0	\$0	\$0	\$0	\$0	\$15,000	0%	\$15,000	0%
Total Revenues	\$1,100	\$5,880	\$8,475	\$10,080	\$1,605	\$160,000	6%	\$165,000	5%
EXPENSES	February		YTD		Change Over the Prior year	2021 Annual Budget	CY 21 % of budget	CY 2020 Annual Budget	CY 20 % of budget
	Prior Year	Current Year	Prior Year	Current Year					
Total Expenses	\$11,966	\$6,947	\$19,778	\$11,528	(\$8,250)	\$151,000	8%	\$236,243	8%
Net	(\$10,866)	(\$1,067)	(\$11,303)	(\$1,448)	\$9,855				

MEMORANDUM

The Lodge Gross Monthly Revenues						
Month	2016/17 FY	2017/18 FY	2018/19 FY	2019/20 FY	2020 CY	2021 CY
May	\$ 12,200	\$ 9,725	\$ 13,675	\$ 16,744	\$ -	
June	\$ 22,845	\$ 12,495	\$ 23,045	\$ 17,494	\$ -	
July	\$ 12,550	\$ 15,000	\$ 16,874	\$ 17,466	\$ 2,625	
August	\$ 11,500	\$ 18,555	\$ 15,205	\$ 17,395	\$ 2,000	
September	\$ 12,645	\$ 15,410	\$ 27,860	\$ 13,980	\$ 4,860	
October	\$ 21,045	\$ 15,180	\$ 12,770	\$ 24,085	\$ 7,140	
November	\$ 6,700	\$ 12,500	\$ 13,450	\$ 13,365	\$ 5,880	
December	\$ 13,457	\$ 8,125	\$ 9,125	\$ 14,774	\$ 4,620	
January	\$ 4,624	\$ 18,089	\$ 6,855		\$ 8,475	\$ 4,200
February	\$ 4,550	\$ 2,495	\$ 1,725		\$ 1,100	\$ 5,880
March	\$ 5,944	\$ 8,045	\$ 9,804		\$ 500	
April	\$ 4,300	\$ 7,482	\$ 2,700		\$ -	
total	\$ 132,360	\$ 143,101	\$ 153,088	\$ 135,303	\$ 37,200	\$ 10,080

The graph below shows the past three years of Lodge revenue and the upcoming year's projections. Future projections are based on what is currently booked. Also included is a graph indicating the number of monthly reservations. Typically, events are booked 6-18 months in advance of the rentals; however, if there are vacancies, staff will accept reservations within 5 days of an event. These tracking devices are update monthly.





The P&R Commission approved a new preferred caterer and single use vendor fee plan at the January 2021 commission meeting. This plan charges a base rate of \$250 for preferred vendors annually, and \$250 per event held at the Lodge. Single use vendors will be charged \$500 per event. Vendor renewal letters were sent to caterers in February.

Upcoming Brochure & Activities

The winter/spring brochure was released digitally on November 30, and registration began December 7. Postcards were delivered to all Hinsdale households during the week of November 30 - December 4. With the return to Phase 4 mitigations, indoor programming has resumed. Staff is currently compiling the summer brochure. This brochure will be released in mid-April, both digitally and in print.

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



MEMORANDUM

Special Events

Staff introduced a Valentine's Day themed pop-up called Cupid's Courier in February. For \$15, residents were able to sign up for a Valentine goody bag to be delivered to friends and family. Staff delivered nearly 100 valentines bags on February 12.

Upcoming events include The Great Hinsdale Eggs-ploration, Photos with the Bunny, Earth Day Park Clean-up, and Book Walks. Similar to the Turkey Trail, Eggs-ploration will allow community members to explore town in search of giant hidden eggs. This event adds a fun twist by allowing participants to fill out an egg passport, stamped at specific egg locations, which once complete can be turned in to enter a raffle for prizes! This event runs March 19-April 4.

Photos with the Bunny will be done jointly with the Community House on Saturday March 27, and Sunday March 28. Currently time slots for Saturday are sold out, but a few spots remain for Sunday. Both the Eggs-ploration and Photo events are free and sponsored by local businesses.

Park Clean-Up registration is currently available on the Village website, with more details to come. Book Walk is a new series that will run May –August this year. In conjunction with the Hinsdale Public Library, a new book will be displayed each month at a local park, along a pathway. Each stop will include part of the book to read and a correlating activity. The walk is open to any age, but will be geared to families with children under 10.

Field & Park Updates

Ice Rink

The ice rink at Burns Field was open on January 22. The rink was vandalized on January 25 forcing closure, but Public Service staff put in over 100 man hours to repair the damage. The rink was able to reopen on January 29 and was open a total of 30 days this season. Warmer weather in the end of February and early March resulted in closing the rink; though staff has not yet closed it officially for the season.

Fields

Staff is working to book spring field space. Currently, soccer, lacrosse, football, rugby, baseball, and track & field groups will be using field space throughout the Village beginning in Mid-march or early April. Staff is seeing an increase in demand for outdoor space, as indoor space is still somewhat restricted.

Pool

Staff is working to hire all summer pool staff at this time. The sale of pool passes has been postponed until May 1 this year, so that staff will hopefully have a better idea of COVID-19 related restrictions. The pool will open on Memorial Day weekend.



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MEMORANDUM

DATE: February 17, 2021
TO: President Cauley and the Village Board of Trustees
CC: Kathleen A. Gargano, Village Manager
FROM: Robert McGinnis, Community Development Director/Building Commissioner *RM*
RE: **Community Development Department Monthly Report-January 2021**

In the month of January the department issued 62 permits including five new single family homes and 11 residential alterations. The department conducted 218 inspections and revenue for the month came in at just over \$97,000.

There are approximately 60 applications in house, including 17 single family homes and 12 commercial alterations. There are 28 permits ready to issue at this time, plan review turnaround is running approximately 2-3 weeks, and lead times for inspection requests are running approximately 24 hours.

The Engineering Division has continued to work with the department in order to complete site inspections and respond to drainage complaints. In total, 36 engineering inspections were performed for the month of December by the division. This does not include any inspection of road program work and is primarily tied to building construction and drainage complaints.

We currently have 18 vacant properties on our registry list. The department continues to pursue owners of vacant and blighted properties to either demolish them and restore the lots or come into compliance with the property maintenance code.

COMMUNITY DEVELOPMENT MONTHLY REPORT January 2021

PERMITS	THIS MONTH	THIS MONTH LAST YEAR	FEEs	FY TO DATE	TOTAL LAST YEAR TO DATE
New Single Family Homes	5	0			
New Multi Family Homes	0	0			
Residential Addns./Alts.	11	8			
Commercial New	0	0			
Commercial Addns./Alts.	4	6			
Miscellaneous	13	15			
Demolitions	2	0			
Total Building Permits	35	29	\$ 76,846.00	\$76,846.00	\$100,312.00
Total Electrical Permits	14	10	\$ 6,676.00	\$ 6,676.00	\$6,416.00
Total Plumbing Permits	13	8	\$ 13,700.00	\$ 13,700.00	\$7,842.00
TOTALS	62	47	\$ 97,222.00	\$97,222.00	\$ 114,570.00

Citations			\$0		
Vacant Properties	18				

INSPECTIONS	THIS MONTH	THIS MONTH LAST YEAR			
Bldg, Elec, HVAC	108	177			
Plumbing	33	25			
Property Maint./Site Mgmt.	42	34			
Engineering	35	35			
TOTALS	218	271			

REMARKS: