



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/fzcmhjj9>

Passcode: 581843

or join by phone:

1 312 626 6799

Webinar ID: 828 1205 1071

Passcode: 581843

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 16, 2021
7:30 P.M.**

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

(Tentative and Subject to Change)

- 1. CALL TO ORDER/ROLL CALL**
- 2. PLEDGE OF ALLEGIANCE**
- 3. APPROVAL OF MINUTES**
 - a) Regular Meeting of March 2, 2021
 - b) Closed Session Minutes of March 2, 2021
- 4. VILLAGE PRESIDENT'S REPORT**
- 5. APPOINTMENTS TO BOARDS AND COMMISSIONS**
- 6. CITIZENS' PETITIONS*** (Pertaining to items appearing on this agenda)
- 7. FIRST READINGS – INTRODUCTION****

Items included for First Reading - Introduction may be disposed of in any one of the following ways: (1) moved to Consent Agenda for the subsequent meeting of the Board of Trustees; (2) moved to Second Reading/Non-Consent Agenda for consideration at a future meeting of the Board of Trustees; or (3) referred to Committee of the Whole or appropriate Board or Commission. (Note that zoning

*matters will not be included on any Consent Agenda; all zoning matters will be afforded a First and a Second Reading. Zoning matters indicated below by **.)*

Administration & Community Affairs (Chair Hughes)

- a) Award the contract for construction and renovation of the Paddle Tennis Hut located at Katherine Legge Memorial Park to the Red Feather Group in an amount not to exceed \$351,800

Environment & Public Services (Chair Byrnes)

- b) Approve a Resolution for Improvement Under the Illinois Highway Code
- c) Approve the Professional Engineering Services for a drainage study in the amount not to exceed \$31,465 to James J. Benes and Associates, Inc.
- d) Award the contract for construction of the Hinsdale Community Pool Phase 1 & 2 improvements with Alternate #1 to Schaefgas Brothers in an amount not to exceed \$771,606
- e) Approve an Intergovernmental Agreement between the Village of Hinsdale and DuPage County for the installation and maintenance of folding stop signs at signalized intersections at County Highways

8. CONSENT AGENDA

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

Administration & Community Affairs (Chair Hughes)

- a) Approval and payment of the accounts payable for the period of March 1, 2021 through March 12, 2021, in the aggregate amount of \$1,201,106.71 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) Authorization to exceed \$20,000 for snow removal services to Beverly Companies for the Hinsdale Community Parking Deck (*First Reading – March 2, 2021*)
- c) Approve an Intergovernmental Agreement with METRA to fund the renovation and repair of the Highlands Commuter Train Station (*First Reading – March 2, 2021*)

Zoning & Public Safety (Chair Stifflear)

- d) 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 (*First Reading – March 2, 2021*)

9. SECOND READINGS / NON-CONSENT AGENDA – ADOPTION

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

Administration & Community Affairs (Chair Hughes)

- a) Approve a Resolution 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*)

- b) Approve an Ordinance Amending Subsection 3-3-13A of the Village Code of Hinsdale Related to the Number of Liquor Licenses (*Discussion as First Reading – January 5, 2021*)

Zoning & Public Safety (Chair Stifflear)

- c) 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 (*First Reading – March 2, 2021*)

10. DISCUSSION ITEMS

- a) Tollway update
- b) Liquor License request – Nabuki
- c) Integrated Pest Management

11. DEPARTMENT AND STAFF REPORTS

- a) Engineering

12. REPORTS FROM ADVISORY BOARDS AND COMMISSIONS

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

14. TRUSTEE COMMENTS

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

16. ADJOURNMENT

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

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

******Routine items appearing on the Consent Agenda may include those items that have previously had a First Reading, the Accounts Payable and previously budgeted items that fall within budgetary limitations, has been competitively bid or is part of a State Contract, and have a total dollar amount of less than \$100,000.***

*******Items included on the Non-Consent Agenda due to "emergency nature or time sensitivity" are intended to be critical business items rather than policy or procedural changes. Examples might include a bid that must be awarded prior to a significant price increase or***

documentation required by another government agency to complete essential infrastructure work.

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

Website <http://villageofhinsdale.org>

**VILLAGE OF HINSDALE
VILLAGE BOARD OF TRUSTEES
MINUTES OF THE MEETING
March 2, 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, March 2, 2021 at 7:31 p.m., roll call was taken.

Present: President Tom Cauley

Participating electronically: Trustees Matthew Posthuma, Scott Banke, Luke Stifflear and Neale Byrnes

Absent: Trustees Laurel Haarlow and Gerald J. Hughes

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, Director of Community Development/Building Commissioner Robb McGinnis, Director of Public Services George Peluso, 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 16, 2021

There being no changes or corrections to the draft minutes, Trustee Posthuma moved to **approve the draft minutes of the regular meeting of February 16, 2021, as presented.** Trustee Banke seconded the motion.

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

NAYS: None

ABSTAIN: None

ABSENT: Trustees Hughes and Haarlow

Motion carried.

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

There being no changes to the draft minutes, Trustee Banke moved to **approve the draft minutes of the Closed Session Minutes of April 6, 2020, July 16, 2020, November 3, 2020, November 17, 2020, January 5, 2021, and February 2, 2021, as presented.** Trustee Posthuma seconded the motion.

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

NAYS: None

ABSTAIN: None

ABSENT: Trustees Hughes and Haarlow

Motion carried.

VILLAGE PRESIDENT'S REPORT

President Cauley reported repairs to Chicago Avenue are scheduled to begin this spring. This will involve the installation of a new supply line by ComEd. They have asked for extended work hours to complete their work in advance of Village work on the water main. He noted that all of this work would impact the availability of on-street parking on Chicago.

He also reported the COVID-19 vaccine supply is not meeting demand in Hinsdale, however, the Illinois Department of Health reports supply should increase in the next several weeks. Additionally, the seven day positivity rate in Region 8, has dropped significantly to 3.5%. He reported other area statistics, all of which are improving.

CITIZENS' PETITIONS

Mr. Mark Margason, 614 S. Bodin Street, addressed the Board regarding memorial ribbon displays and the Village policy for same. He believes the ribbons should be restricted to an unobtrusive display location, and information should be required as to who died and who put up the ribbons. He does not think people want ribbons in front of their house, and along the streets. He views this display as an advertisement, and if you don't know who they are for, it's only a nuisance. He recommends display be allowed in front of Memorial Hall only. He believes there should be accountability, and a required form to indicate quality, size, color, etc. Public works should maintain the ribbons, and after 15 days take them down. He believes the displays are out of hand.

President Cauley replied stating the Village's administrative policy was only adopted last week. He talked about the difficulty to monitor and enforce a policy that is too restrictive. He added that people are very sensitive about this issue, there is a lot of emotion, and the Board is trying to walk the path between mourners and keeping the Village looking nice. Staff has begun educating people by reaching out to churches and schools, and providing information of the social media and the Village website. He has confidence residents will comply. He believes anything more strict, codified, or demanding is only going to cause hard feelings. Trustee Stifflear added that he shares some of Mr. Margason's thoughts, agreeing that when the ribbons are up too long they become

unsightly, but added this community is focused around family. This outpouring comes from the younger generation, and this is an important part of their grieving process, and needs to be balanced against unsightliness. This policy is a good start, and will be followed closely. Trustee Byrnes agrees the policy should be tested to see how it works; he is confident Public Services can remove the ribbons in a timely fashion to meet everyone's needs. Trustee Posthuma recommended before any further changes are made to the policy, give both sides an opportunity to express their thoughts. Discussion followed regarding how to know who installed ribbons. Village Manager Kathleen Gargano said we will do the best we can. Last week Chief King met with faith leaders, and school representatives to raise awareness of this administrative policy. Mr. Margason is still concerned that the rules of the policy do not require a form be filled out.

FIRST READINGS – INTRODUCTION

Environment & Public Services (Chair Byrnes)

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

Trustee Byrnes introduced the item and explained that our existing contract covers snowfall up to 45" inches per season, and noted this year we are already at 42" inches. In the event that we get more snow, we would exceed the \$20,000 spending limit. This is a request for authorization to exceed that limit only.

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

b) Approve an Intergovernmental Funding Agreement for Renovation Work at the METRA Highlands Commuter Station in Hinsdale

Trustee Byrnes introduced the item for an IGA to renovate the Highlands train station. METRA will reimburse the Village up to \$300,000, Village staff will direct the construction of the project. Legal counsel has reviewed the agreement. President Cauley noted the estimated cost is \$250,000, but anything over \$300,000 would be paid for by the Village.

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

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

Trustee Stifflear introduced the item that authorizes changing the Washington and Maple intersection to a four-way stop. This request comes from the Village Board, noting the traffic studies were previously completed. The Police Department found the site lines vary based on time of day, and the number of parked vehicles. However, vehicular and pedestrian traffic is significant. There have been two accidents in the past five years. This recommendation is consistent with the American Association of State Highway Officials' (AASHTO) Green Book recommendations. Trustee Byrnes believes this is a good change, and appreciates Chief King moving this forward so quickly. It was noted that the Police Department will review the remaining 11 uncontrolled intersections in the Village over the next 6 months.

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

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**

Trustee Stifflear introduced the item that is the approval of a new Chapter 19 to the Village code. Currently, the code does not specify a procedure to provide reasonable accommodations under Federal law for group homes, noting these types of requests have been considered on a case by case basis in the past. By codifying specific standards, special consideration by the Board is not required. This will allow operation by right with the proper licenses, location, parking and intensity of use, and grant reasonable accommodation. Furthermore, any individual or group shall have the right to make application for any property at any point in time.

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

CONSENT AGENDA

Administration & Community Affairs (Chair Hughes)

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

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

NAYS: None

ABSTAIN: None

ABSENT: Trustees Hughes and Haarlow

Motion carried.

The following items were approved by omnibus vote:

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*)

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

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

NAYS: None

ABSTAIN: None

ABSENT: Trustees Hughes and Haarlow

Motion carried.

SECOND READINGS / NON-CONSENT AGENDA – ADOPTION

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*)

President Cauley stated both HPTA items will be carried over to the next Board of Trustees meeting on March 16.

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*)**

Trustee Byrnes introduced the item for the replacement of the water main along Chicago Avenue. This bid is \$515,000 below budget.

Trustee Byrnes moved to **Award the contract for construction of the Chicago Avenue Water Main Improvement Project – Phase 2 to John Neri Construction Company in the amount not to exceed \$1,721,900**. Trustee Banke seconded the motion.

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

NAYS: None

ABSTAIN: None

ABSENT: Trustees Hughes and Haarlow

Motion carried.

- 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)**

Trustee Byrnes introduced the construction observation item for the Chicago Avenue water main project. This bid is \$126,000 below budget. President Cauley confirmed this bid was half the budgeted amount. Ms. Gargano added this project and the ComEd work will start around March 15, and cautioned travel on Chicago Avenue will be difficult for the next coming months.

Trustee Byrnes moved to **Award the contract for engineering services for construction observation of the Chicago Avenue Water Main Improvement Project – Phase 2 to HR Green, Inc. in the amount not to exceed \$121,980.** Trustee Posthuma seconded the motion.

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

NAYS: None

ABSTAIN: None

ABSENT: Trustees Hughes and Haarlow

Motion carried.

- 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)**

Trustee Byrnes introduced the item for the repair of streets that was postponed in 2020. This bid is \$106,000 under budget.

Trustee Byrnes moved to **Award the contract for construction of the 2021 Maintenance Project to Builders Paving, LLC in the amount not to exceed \$652,000.** Trustee Banke seconded the motion.

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

NAYS: None

ABSTAIN: None

ABSENT: Trustees Hughes and Haarlow

Motion carried.

- 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**

Trustee Byrnes introduced the item to allow ComEd to begin construction an hour earlier at 7:00 a.m. Their work overlaps with the Village Chicago Avenue water main project, but ComEd has agreed to get theirs out of the way first. They will work from 7:00 a.m. to 5:00 p.m. Monday through Saturday, and then Monday through Friday only from mid-March to mid-May. He noted this appears without a first reading due to time sensitivity.

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

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

NAYS: None

ABSTAIN: None

ABSENT: Trustees Hughes and Haarlow

Motion carried.

DISCUSSION ITEMS

a) **Tollway update**

Assistant Village Manager/Director of Public Safety Brad Bloom said there was nothing to report at this time.

b) **Fuelfed**

President Cauley explained this is an annual request, and the dates this year would be June 13 and August 15 from 9:00 a.m. to 11:00 a.m. President Cauley and the Board agreed this is a good event for the community. It is anticipated that construction in this area will be completed before the first event.

DEPARTMENT AND STAFF REPORTS

a) **Parks & Recreation**

b) **Community Development**

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

REPORTS FROM ADVISORY BOARDS AND COMMISSIONS

None.

CITIZENS' PETITIONS

None.

TRUSTEE COMMENTS

None.

ADJOURNMENT

There being no further business before the Board, President Cauley asked for a motion to adjourn into Closed Session. Trustee Stifflear moved to **adjourn the regularly scheduled meeting of the Hinsdale Village Board of Trustees of March 2, 2021 into closed session under 5 ILCS 120/2(c)(6) setting of a price for sale or lease of property owned by the public body, and not to reconvene into Open Session.** Trustee Banke seconded the motion.

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

NAYS: None

ABSTAIN: None

ABSENT: Trustees Hughes and Haarlow

Motion carried.

Meeting adjourned at 8:16 p.m.

ATTEST: _____
Christine M. Bruton, Village Clerk



Administration

AGENDA SECTION: Presidents Report
SUBJECT: Appointments to Boards and Commissions
MEETING DATE: March 16, 2021
FROM: Christine Bruton, Village Clerk

Recommended Motion

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

Background

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

Discussion & Recommendation

The following individuals have agreed to serve as noted below:

Economic Development Commission

Ms. Angela Lavelli appointed for a 3-year term through April 30, 2024

Budget Impact

N/A

Village Board and/or Committee Action

N/A

Documents Attached

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

Administration

AGENDA SECTION: First Read – ACA
SUBJECT: Bid Award Recommendation for the Hinsdale Paddle Tennis Hut Construction Renovation
MEETING DATE: March 16, 2021
FROM: Bradley Bloom, Assistant Village Manager/Director of Public Safety

Recommended Motion

Award the contract for construction and renovation of the paddle tennis hut located at Katherine Legge Memorial Park to the Red Feather Group in amount not to exceed \$351,800.

Background

This project is for the reconstruction and renovation of the paddle tennis hut located at Katherine Legge Memorial Park. Plans for the paddle tennis hut were approved by the Village Board on February 12, 2020 and by the Village Board on March 17, 2020. The Village originally solicited competitive bids in January 2020 and did not receive any bids. In order to reduce the cost, the project scope was revised and then re-bid.

The Public Services Department assembled competitive bid specifications and published notice in the Daily Herald. The bids, as read, are summarized below:

	<u>Base Bid plus Alternates</u>
• Red Feather Group	\$ 351,800.00
• Vine Properties	\$ 542,313.53

Final payouts will be dependent upon actual work done.

Discussion & Recommendation

Village staff along with a representative from the Hinsdale Paddle Tennis Association met with the Red Feather Group to review the bid tabs. Village staff also contacted some of the municipal references provided by the Red Feather Group where they have done work. The references (including the restoration of a historic building for the Glencoe Park District) provided positive comments.

Based upon the bid tab review and staff reference checks, Village staff recommends awarding the bid to the Red Feather Group.

Budget Impact

Under the terms of the First Amendment to the Agreement with the Hinsdale Paddle Tennis Association (HPTA) the Village is responsible for first \$40,000 in cost inclusive of design and engineering costs. The Village will also be the guarantor on a bank loan that the HPTA will be responsible for paying over a 7 year term.



REQUEST FOR BOARD ACTION

Village Board and/or Committee Action

N/A

Documents Attached

1. Bid Tab

Katherine Legge Memorial Park - Village of Hinsdale

Platform Tennis Hut Expansion and Renovation

CONSTRUCTION ITEM	ITEM DETAILS	Allowance Amount	Red Feather Group	Vine Properties
GENERAL CONSTRUCTION COSTS				
1 Demolition and Hauling	Demolition of existing Hut interior finishes per plan - note protect all areas to be retained and refinished from existing Hut. Removal of all internal walls, floor finishes, cabinetry, plumbing fixtures, etc., as noted per plans.		\$ 6,000.00	\$ 5,450.00
2 Excavation	Demo and removal of decking as noted per plans for expansion (existing decking to remain to be adequately protected / shored against damage). demo and removal of concrete pier supports for said decking and demo and removal of existing asphalt drive up to point of construction fence location; excavation and hauling of all material for new footings and foundation; rough grading to within 6" of final grade.		\$ 7,000.00	\$ 16,395.00
	NOTE: All decking and handrails to be removed and stored on site for future use.		\$ 2,500.00	\$ -
	Stone Backfill all areas of overdig where they meet hardscape and/or decking locations; provide and install temporary 3" stone construction entrance up to point of construction fencing (per plans).		\$ 3,500.00	\$ 3,810.00
3 Concrete	Foundation Walls and Footings (including damp proofing and drain tile per plans); provide for 3 sleeves in new foundation wall West side (3" size) for gas and electric pass through. <u>Foundation and walls to be designed for 1500 PSF soil conditions.</u>		\$ 14,000.00	\$ 19,130.70
	Conveyor Charges.		\$ 1,500.00	\$ 1,800.00
	Concrete post holes and concrete piers required for new deck work		\$ 2,500.00	\$ 6,900.00
	Flatwork - new basement floor.		\$ 4,500.00	\$ 5,332.00
	Concrete cutting - from new space to existing basement (two 4' openings per plan)		\$ 1,500.00	\$ 1,200.00
4 Steel	General Steel per plans (including use of crane for delivery and install, with carpenter assist)		\$ 6,000.00	\$ 2,580.00
	Steel pipe columns (concrete lally filled columns not to be used)		\$ 3,000.00	inc. above
5 Sewer/Water	None in scope - existing services to be utilized.		\$ 1,000.00	\$ -
6 Lumber	All Building Lumber (Note: Materials for deck construction, support framing, railing system, etc. to be detailed below under "Decking and Handrails"); include supply of two temporary construction access doors and lock sets.		\$ 6,500.00	\$ 20,406.20

CONSTRUCTION ITEM	ITEM DETAILS	Allowance Amount	Red Feather Group	Vine Properties
	Miscellaneous Material (Blocking, trim backing, cedar installation backing, etc.) by Allowance.	\$ 500.00		
7 Framing	Framing to include installation of all windows and exterior doors; install of kitchen bar knee wall, supply and install counter top supports into walls at 24" O.C. from CenterLine Brackets (black color, 10x8 size); installation of all hand rail blocking and framing for bathroom accessories and wall mounted sinks (per plan); install ceiling blocking for bathroom partition material; include shoring of existing structure to allow for and include the removal of north wall; assist with steel setting; furring of ceiling joists as needed for proper insulation capacity; Installation of sub-fascia and box out at all gable ends, solid for cedar siding contractor to wrap (follow plan details); install two temporary construction access doors.		\$ 18,000.00	\$ 17,727.48
8 Exterior Doors	New Front and Rear Door - Masonite VistaGrande ¾ Lite Exterior Fiberglass door (VSG-120-010-1).		\$ 1,400.00	\$ 1,785.27
	Locksets (Two (2)): Emtek Stretto Rectangular 10 Inch Tall Dummy Sideplate Entry Set with Dummy Cylinder from the Brass Modern Collection in Polished Chrome. Model:8042US26. Supply and install 6"x34" polished stainless steel kick plates (two per door). Supply and install self closers both doors.		\$ 800.00	\$ 344.74
9 Windows	All new windows to be Marvin "Essential" Line, picture windows in Bronze Color exterior color, White Interior Color.		\$ 8,000.00	\$ 5,740.26
10 Roofing	GAF Timberline HD Asphalt Shingles, Color: Pewter Gray; over new 30lb felt underlayment (Ice and Water shield 6' up all eaves).		\$ 7,000.00	\$ 10,880.00
	Alternate Bid: Provide alternate bid for full roof canopy at front door entrance as noted per plans, and particularly as detailed on Page A8 Detail 1. DO NOT PROVIDE ESTIMATE IN CONTRACT AMOUNT, BUT LIST AS ALTERNATE HERE:		\$ 4,000.00	\$ 5,435.90
	Removal of existing roof and existing roof underlayment.		\$ 1,300.00	inc. above
11 Wood and Other Exterior Trim	Supply all exterior Cedar trim per plans - new cedar trim details to match existing in profile and size.		\$ 7,000.00	\$ 13,147.21
	Exterior Trim Labor for Hut (for all decking, see break out below); include caulking all joints at exterior of hut, all penetrations in exterior materials, or otherwise required.		\$ 10,000.00	\$ 12,000.00
12 Gutters & Downspouts	Gutters and Downspouts - K style aluminum oversized, per plan. Dark Bronze color.		\$ 1,500.00	\$ 2,340.00
13 Plumbing	Rough plumbing of existing systems to new locations, plus additional fixtures and details per plan; new sump pump to be tied in with existing sump pump into 2" line (at same current exit point in existing Hut).		\$ 8,000.00	\$ 24,000.00
	Alternate Bid: Supply and install new power vent Bradford White 50 gallon water heater (remove and dispose of existing). DO NOT PROVIDE ESTIMATE IN CONTRACT AMOUNT, BUT LIST AS ALTERNATE HERE:		\$ 1,000.00	\$ 1,275.00

CONSTRUCTION ITEM	ITEM DETAILS	Allowance Amount	Red Feather Group	Vine Properties
	Allowance for rework of gas lines to be relocated (existing outside and North of existing Hut - see notes on Page A4). By Allowance.	\$ 1,500.00		
	Relocate water service, irrigation lines and control box for Lacrosse field irrigation system (currently located just north of the existing structure under the walkways). Water service and control box to be relocated to East side of building under walkways (near existing gas meter and existing sump discharge location).		\$ 4,000.00	\$ 1,300.00
	FRP Panels at both bathrooms. As detailed on Page F1, Detail 1.		\$ 3,000.00	\$ 1,410.00
	Fixtures per Specific Schedules noted on Plans (including grab bars, bath accessories, etc.). See Schedules on Pages A2 and F1.		\$ 5,000.00	\$ 7,929.14
14 Toilet Partitions	Supply and install two powder coated floor mounted and ceiling supported toilet partitions per plan		\$ 4,000.00	\$ 1,332.00
15 HVAC	Re-route duct work, supply and install new ducts for renovated and expanded space. Furnace was replaced in 2019 (will remain and be reused). Bid to include new digital programmable thermostat (Ecobee); supply and rotate furnace filters during project (minimum change once per month during times when furnace is being operated).		\$ 6,000.00	\$ 7,275.00
	Supply and install new AC unit sized for new space (estimated 3.5 ton) and line set run for connection with new Furnace. Supply and install AC Pad as required for AC unit.		\$ 1,500.00	inc. above
16 Electric	General Electric - revised layout, new space electrical per plan, additional AC power, switch and outlet replacement (all new decora style, dimmers for all fixtures other than bathrooms, storage and mechanical spaces).		\$ 5,500.00	\$ 34,205.00
	Provide for terminations electrical circuits as necessary for demolition. Remove exterior electrical heaters from south side of building; reinstall after finished exterior trim. Contractor to store units as required.		\$ 1,000.00	\$ 2,400.00
	Supply and install all Exit Signs and Safety Lighting per plan.		\$ 1,500.00	\$ 2,700.00
	All fixtures per plan notes. See Schedule at Page A1 (and other notations in plans)		\$ 5,000.00	\$ 2,658.89
17 Fire Suppression and Life Safety	Expand fire suppression system for new heads as required per plan; include preparation of CAD sprinkler head layout / plan for Village approval. Item can be less than provided allowance	\$ 16,000.00		
	Expansion and relocation of fire alarm system(s) for expanded space (supply and install new annunciator panel at North entrance); include preparation of CAD Fire Alarm system plans for Village approval for new space.		\$ 12,000.00	\$ 2,500.00
18 Low Voltage	Low Voltage Wiring as follows: 2 CAT6 wires and one RG6 wire run to each TV location (three total); run speaker wire for two pairs of ceiling speakers; run 4 CAT6 wires to wall just outside dual stall bathroom. All wires to be run down into the new basement space for centrally located equipment.		\$ 3,500.00	\$ 1,600.00

CONSTRUCTION ITEM	ITEM DETAILS	Allowance Amount	Red Feather Group	Vine Properties
	Other: Finish Equipment - outside scope.		\$ 2,000.00	\$ -
19 Insulation	Insulation per plans, including all foam around windows, stud gap sealing and required fire stop / fire sealant.		\$ 7,500.00	\$ 8,990.00
20 Drywall	5/8" Gypsum Board for all walls and ceilings		\$ 2,500.00	\$ 16,580.00
	Drywall Patching. By allowance	\$ 2,500.00		
21 LVT	LVT Flooring - all locations (other than bathrooms): NuCore Gray Blonde Rigid Core Luxury Vinyl Plank - Cork Back; including two reducers at bathroom entries.		\$ 4,000.00	\$ 8,320.97
22 Epoxy	Prepare floors and install quartz epoxy floor system in both bathrooms, and EasyCove 4" cove base.		\$ 4,500.00	\$ 1,846.00
23 Millwork and Interior Doors	Millwork per plans.		\$ 4,500.00	\$ 9,995.71
	Interior doors Masonite "Lincoln Park"		\$ 1,000.00	\$ 1,699.78
	Door Hardware: Emtek Helios Brass Modern Door Lever Handle (Polished Chrome). Self closers both bathroom doors.		\$ 500.00	\$ 494.99
24 Trim Carpenter Labor	Install all interior trim, all cabinetry and built ins, all bath accessories, grab bars and mirrors, install all door hardware and door closers.		\$ 4,500.00	\$ 18,450.00
25 Cabinets	Cabinetry (New bar area, pro desk, and window seats), inclusive of cabinetry hardware at all locations. By Allowance	\$ 16,000.00		
	Install 18" tall bench with open lockers below on each side of Hut (similar to existing). To be painted cubbies (out of birch plywood and poplar trim), and stained Oak tops. By Allowance	\$ 2,500.00		
26 Countertops	Supply and install quartz counter tops for Bar Area; and Pro Office. Material: Cambria, Color: Weybourne from the Marble Collection. Edge: Eased.		\$ 5,000.00	\$ 15,360.00
27 Appliances	Appliances per Schedule Page A2.		\$ 6,500.00	\$ 10,408.69
	Install all appliances.		\$ 1,000.00	\$ 750.00
28 Paint	Paint one color trim (including existing aluminum windows); paint one color ceiling; paint one color walls.		\$ 3,500.00	\$ 15,500.00
	Exterior Paint - one coat primer, one finish top coat all exterior trim		\$ 3,000.00	\$ 3,000.00
	Paint bid to include all touch ups required after other trades complete trim		\$ 1,500.00	inc. above
29 Bathroom Accessories	Grab Bars, mirrors, soap dispensers, toilet paper holders, towel dispensers, etc. Per Schedule Page E1.		\$ 2,500.00	\$ 1,299.09
30 Decking and Handrails	All treated wood material for support of decking; and entire hand rail system (see details and notes on Pages A12 and A13) - supplied and installed.		\$ 2,000.00	\$ 15,541.52

CONSTRUCTION ITEM	ITEM DETAILS	Allowance Amount	Red Feather Group	Vine Properties
31 Exterior	Aluminum decking (to match existing) - supplied and installed. Existing decking: NextDeck Aluminum Decking by Nexan Building Products.		\$ 23,000.00	\$ 12,687.41
	All treated material for trash enclosure, hardware for hinged gates - supplied and installed.		\$ 2,500.00	\$ 939.48
	Asphalt for new driveway (post construction), new walks, and provide for any repairs in drive north of construction site (due to construction activities)		\$ 7,000.00	\$ 5,750.00
	Excavate as needed for 3" Agtec Geocell ground grid paver (located per engineering plans); supply and installation of Geocell. Geocell areas should be filled with top soil and sod during landscaping restoration.		\$ 3,000.00	\$ 3,700.00
	Level Spreader and drain tile to same per engineering plans (complete installation)		\$ 1,000.00	\$ 8,316.00
	Sod for new landscaping areas		\$ 2,000.00	\$ 3,000.00
	Other Landscaping repairs / restore after construction work and traffic to site. By Allowance.	\$ 1,500.00		

TOTAL GENERAL CONSTRUCTION COSTS:	\$ 40,500.00	\$269,000.00	\$398,908.53
TOTAL GENERAL CONSTRUCTION COSTS WITH ALLOWANCES:		\$309,500.00	\$439,408.53
TOTAL GENERAL CONSTRUCTION COSTS WITH ALLOWANCES & ALTERNATES:		\$314,500.00	\$446,119.43

GENERAL CONTRACTING / BUILDER AND SITE MANAGEMENT COSTS
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Builders Cost	Dumpsters (not including demolition debris which should be included in the demolition estimate above).		\$ 1,500.00	\$ 3,150.00
	Portable Toilets		\$ 600.00	\$ 935.00
	Construction cleaning, window cleaning, additional touch up cleaning entire structure pre-occupancy		\$ 2,200.00	\$ 3,700.00
	Window Cleaning (inside and outside)		\$ 600.00	\$ 1,100.00
	Plywood decking protection around all decking adjacent to the existing Hut; plywood protection over existing driveway and sod to hut (for construction traffic / deliveries); temporary hand rails at all decking still in use that will abut construction zone.		\$ 1,200.00	\$ 900.00

CONSTRUCTION ITEM	ITEM DETAILS	Allowance Amount	Red Feather Group	Vine Properties
	4' Erosion control blanket as temporary entrance from existing asphalt drive to court access between Courts 6 and 1 (Southwest most court access point), supply and post signage for temporary access / court closed (as noted on Engineering Plans)		\$ 1,200.00	\$ 350.00
	Site Maintenance / Site Labor		\$ 4,500.00	\$ 5,000.00
	Chain Link Construction Fencing and silt fencing		\$ 3,000.00	\$ 2,759.10
	Floor protection material (finished floors to be protected until completion of trim phase)		\$ 1,000.00	\$ 800.00
	Other Miscellaneous out of pocket expenses	\$ 1,500.00		

TOTAL GENERAL CONTRACTING / SITE MANAGEMENT COSTS:	\$ 1,500.00	\$15,800.00	\$18,694.10
TOTAL GENERAL CONTRACTING / SITE MANAGEMENT COSTS WITH ALLOWANCES:		\$17,300.00	\$20,194.10

BID TABULATION SUMMARY

TOTALS WITHOUT ALTERNATES		
TOTAL GENERAL CONSTRUCTION COSTS:	\$309,500.00	\$439,408.53
TOTAL GENERAL CONTRACTING / SITE MANAGEMENT COSTS:	\$17,300.00	\$20,194.10
TOTAL PROJECT COST:	\$326,800.00	\$459,602.63
GENERAL CONTRACTING FEE:	\$20,000.00	\$52,500.00
PERFORMANCE BOND FEE	\$0.00	\$20,500.00
BUILDER'S RISK POLICY FEE	\$0.00	\$3,000.00
TOTAL COST WITH FEES:	\$346,800.00	\$535,602.63

CONSTRUCTION ITEM	ITEM DETAILS	Allowance Amount	Red Feather Group	Vine Properties
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TOTALS INCLUDING ALTERNATES		
TOTAL GENERAL CONSTRUCTION COSTS WITH ALTERNATES:	\$314,500.00	\$446,119.43
TOTAL GENERAL CONTRACTING / SITE MANAGEMENT COSTS:	\$17,300.00	\$20,194.10
TOTAL PROJECT COST WITH ALTERNATES:	\$331,800.00	\$466,313.53
GENERAL CONTRACTING FEE:	\$20,000.00	\$52,500.00
PERFORMANCE BOND FEE	\$0.00	\$20,500.00
BUILDER'S RISK POLICY FEE	\$0.00	\$3,000.00
TOTAL COST WITH FEES AND ALTERNATES:	\$351,800.00	\$542,313.53

**REQUEST FOR BOARD ACTION
PUBLIC SERVICES & ENGINEER**

AGENDA SECTION: First Read - EPS

SUBJECT: Resolution for the use of local funds for the 2021 Chicago Avenue Resurfacing Project

MEETING DATE: March 16, 2021

FROM: Dan Deeter, PE Village Engineer

Recommended Motion

Approve a Resolution for Improvement Under the Illinois Highway Code.

Background

On 01/05/21 the Village Board approved a resolution to allocate \$398,000 of local Motor Fuel Tax (MFT) funds as the village contribution for construction only of the 2021 Chicago Avenue Resurfacing Project. This was based upon the Village 2021 budget and the engineer's estimate at that time as shown below:

\$930,000	Previous Engineer's construction estimate
<u>-\$532,000</u>	STP funding
\$398,000	previous resolution for local (MFT) funds for construction
<u>\$103,000</u>	Village budget for construction observation
\$501,000	total local funds

Discussion & Recommendation

During the coordination with IDOT for the Surface Transportation Program (STP) documents, the construction estimate changed and IDOT required that the construction observation costs be included in the project costs. As part of the final submittal for the STP funding, the local contribution resolution must agree with the rest of the STP documents. The revised quantities are shown below:

\$870,385	Current Engineer's construction estimate (rounded up)
<u>\$103,000</u>	Village budget for construction observation
\$973,385	Project cost (construction and construction observation)
<u>-\$532,000</u>	STP funded
\$441,385	new total local funds (revised resolution)

The revised resolution notes "This resolution and the appropriation made herein supersede and replace Resolution No. R2021-01 approved on January 5, 2021, and the appropriation made therein."

Budget Impact

This recommendation is consistent with how the Village intended to fund the 2021 projects and will have no adverse Budget impact.

Village Board and/or Committee Action

N/A

Documents Attached

1. Revised IDOT BLR 09110, Resolution for Improvement Under the Illinois Highway Code
2. Resolution R2021-01, Resolution for Improvement Under the Illinois Highway Code



Resolution Type	Resolution Number	Section Number
Original		19-00098-00-RS

BE IT RESOLVED, by the President and Board of Trustees of the Village
Governing Body Type Local Public Agency Type
of Hinsdale Illinois that the following described street(s)/road(s)/structure be improved under
Name of Local Public Agency
the Illinois Highway Code. Work shall be done by Contract
Contract or Day Labor

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
Chicago Avenue	0.93	FAU 1487	IL Route 83 (Kingery Hwy)	Garfield Street
3rd Street	0.16	Local	Grant Street	Washington Street

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed
N/A				

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Pavement Rehabilitation including milling of bituminous surface course, pavement patching, structure adjustments, concrete curb & gutter replacement, and HMA surface paving, & ADA sidewalk ramp improvements. Includes budgeted amount for Construction Engineering also.

2. That there is hereby appropriated the sum of four hundred forty one thousand three hundred eighty five & 00/100
Dollars (\$441,385.00) for the improvement of
said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Christine M. Bruton Village Clerk in and for said Village
Name of Clerk Local Public Agency Type Local Public Agency Type

of Hinsdale Name of Local Public Agency in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

President and Board of Trustees of Hinsdale at a meeting held on
Governing Body Type Name of Local Public Agency Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this day of Month, Year

*(This Resolution and the appropriation made herein supersede and replace
Resolution R2021-01 approved on January 5, 2021,
and the appropriation made therein.)*



Illinois Department
of Transportation

(SEAL)

Resolution for Improvement
Under the Illinois Highway Code



Clerk Signature

Date

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Approved

Regional Engineer

Department of Transportation

Date

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Resolution Number R2021-01	Resolution Type Original	Section Number 19-00098-00-RS
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BE IT RESOLVED, by the President and Board of Trustees of the Village
Governing Body Type Local Public Agency Type
 of Hinsdale Name of Local Public Agency Illinois that the following described street(s)/road(s)/structure be improved under
 the Illinois Highway Code. Work shall be done by Contract
Contract or Day Labor

For Roadway/Street improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
+ Chicago Avenue	0.93	FAU1487	IL Rte 83/Kingery Hwy	Garfield Street
+ Post Circle	0.11		Garfield Street	Symonds Drive
+ Third Street	0.13		Grant Street	Washington Street

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed
+				

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Remove and replace 2" HMA surface course. Remove unsuitable material, apply porous granular embankment and/or Class D pavement patch. Repair/replace CCC&G, sidewalk, detectable warnings, driveway pavement, pavement striping and landscaping, as necessary.

2. That there is hereby appropriated the sum of three hundred ninety-eight thousand dollars

Dollars (\$398,000.00) for the improvement of

said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Christine M. Bruton Village Clerk in and for said Village
Name of Clerk Local Public Agency Type Local Public Agency Type
 of Hinsdale Name of Local Public Agency in the State aforesaid, and keeper of the records and files thereof, as provided by

statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

President and Board of Trustees of Hinsdale at a meeting held on January 5, 2021
Governing Body Type Name of Local Public Agency Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 5th day of January 2021
Day Month, Year

Clerk Signature

Christine M. Bruton

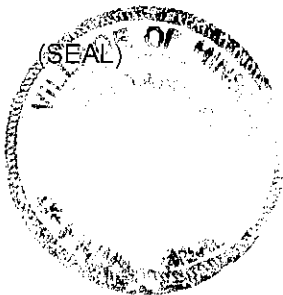
Approved

Regional Engineer

Department of Transportation

Date

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REQUEST FOR BOARD ACTION

Public Services & Engineering

AGENDA SECTION: First Read - EPS

SUBJECT: Proposal for Professional Engineering Services, Storm Sewer Drainage Study

MEETING DATE: March 16, 2021

FROM: Dan Deeter, PE Village Engineer

Recommended Motion

Approve the Professional Engineering Services for a drainage study in the amount not to exceed \$31,465 to James J. Benes and Associates, Inc.

Background

The 60-inch storm sewer on The Lane drains approximately 115-acres of northeastern Hinsdale. This area includes the northern portion of the Village in Cook County (east of County Line Road and north of Ravine Road). In DuPage County, this area consists of the Ravine Road/The Lane drainage corridor from about Washington Street to County Line Road.

This drainage area presents several challenges. The topography of the area drops about 60 feet from west to east. Most of this elevation change occurs from Garfield Street to Elm Street. The area east of Elm Street is flat. Thus, the water rapidly moving from the higher ground in the west slows in the lower, flatter area in the east. This "traffic jam" effect can cause street ponding. The sewer's capacity can also be affected by stormwater levels in the Tollway ditch and Flagg Creek downstream of the system. (Both of these conveyance methods are outside the Village's jurisdiction.) When the water levels downstream are high, then the Village's storm sewers will transport water at a reduced rate, which, again, causes street ponding at the inlet/low points.

The Village of Hinsdale has adopted the DuPage County Stormwater Ordinance as its guide to managing stormwater. While the DuPage County Stormwater Ordinance requires new stormwater systems to use detention basins, this drainage system was designed and constructed prior the adoption of the DuPage County Ordinance. As such, no detention basins were required in this drainage area. Under these circumstances, it is the Village's policy that stormwater that exceeds the capacity of the storm sewers should be temporarily stored in the street / public right of way until it can be drained.

Residents in the Cook County portion of this drainage area have complained about ponding in the streets in their vicinity. Village staff asked several engineering consultants for proposals to study the operation of the stormwater system and suggest potential solutions to reduce street ponding.

Discussion & Recommendation

Village staff asked four consultants, Baxter & Woodman, HR Green, Christopher B. Burke Engineering, Ltd. (CBBEL) and James J. Benes & Associates to provide proposals for a Drainage Study. In reviewing the consultant's experience, it is staff's opinion that all have the expertise to conduct this type of drainage study. Baxter & Woodman declined to submit a proposal. The proposals received are listed below:

- | | |
|--|-----------|
| • HR Green | \$ 44,166 |
| • Christopher B. Burke Engineering, Ltd. | \$ 35,000 |
| • James J. Benes & Associates | \$ 31,465 |

Staff is recommending the Board of Trustees approve James J. Benes & Associates for this drainage study.

Budget Impact

The 2021 Village budget includes \$40,000 for engineering studies. The Tollway has agreed to fund 50% of this drainage study since this drainage area is affected by the Tollway ditch as described above. Therefore, the budget impact will be \$15,733. No other engineering studies are currently planned in 2021.

Village Board and/or Committee Action

N/A

Documents Attached

1. James J. Benes & Associates Proposal for Engineering Services, 02/23/21



JAMES J. BENES AND ASSOCIATES, INC.
CONSULTING ENGINEERS

February 23, 2021

Mr. Daniel Deeter, P.E.
Village Engineer
Village of Hinsdale
19 E. Chicago Avenue
Hinsdale, Illinois 60521

Re: Proposal for Engineering Services
Fuller Road / Phillippa Street and Ravine Road Drainage Study

Dear Mr. Deeter:

Per your request, we have prepared the following proposal to perform field survey and prepare a drainage study for the low spot at Phillippa Street and Fuller Road. In addition, this will require the analysis of the entire tributary area to The Lane outfall located adjacent to the Interstate Route 294. The sewers are identified in your "drainage area map" provided via e-mail on 2-17-21.

Understanding of Project Phillippa Street and Fuller Road are residential streets that frequently flood in and adjacent to the intersection due to the intersections two foot lower relative elevation as compared to its immediate surroundings. Drainage is collected by curb inlets and a storm sewer system which runs southerly under Phillippa Street where it discharges into the main trunk sewer on The Lane. The Lane trunk storm sewer continues east and discharges southerly into an open channel adjacent to the west right-of-way of I-294 then travelling south to Flagg Creek near the BNSF Railway Line.

The low spot at Phillippa Street and Fuller Road floods during moderate storm events, affecting the residential properties along the street. The tributary area receives storm water runoff from as far west as North Garfield Street at Ravine Road. The purpose of the proposed study is to analyze the amount of storm water runoff accumulating at the Fuller Road and Phillippa Street intersection and to provide recommendations to eliminate flooding at the Fuller Road and Phillippa Street intersection. In addition, a cursory review of the existing system periodically overflowing from North Elm Street east to North Oak Street will be performed to develop recommendations to reduce the periodic overflows.

The project involves field survey tying the survey to the DuPage County datum. The scope also includes computer modeling for the watershed hydrology and the hydraulics of the receiving storm sewer / downstream storm sewer and open ditch drainage system. Finally the scope includes preparation of a report describing the existing conditions, the impact of various storm events on the drainage system, and recommendations to reduce future flooding frequency and severity. The proposal includes a description of the services to be provided, an estimated cost for each service, and a not-to-exceed cost for the entire project.

While preparing the proposal, the following assumptions about the scope of work were made, and it is understood that a change in the scope of work will affect the final costs:

- The extent of the study is from N. Garfield Street on the west to the ditch just west of I-294 and from East Hickory Street on the south to Bob-O-Link Drive on the north containing approximately 14,500 feet of storm sewer.
- The Village of Hinsdale will provide copies of atlases, roadway plans, other documents or video information which show the approximate alignment or condition of the existing storm sewer systems.
- The proposal does not include preparation of a tabular submittal for DuPage County and/or US Army Corps of Engineers permitting.
- The survey will require our personnel to enter private property. Village staff will coordinate with and obtain temporary access permission from the property owners if necessary.
- Other than coordination with Village of Hinsdale staff, the proposal does not include attendance at or presentations for public meetings

SCOPE OF SERVICES

1. **Field Survey.** Set a site benchmark and tie it to a known benchmark in the area. Investigate the routing of underground conduits and locate manholes, inlet structures, end sections and headwalls. Determine rim and invert elevations of all known structures. Evaluate the condition of structures and pipes and note the extent of siltation where possible.
Estimated Cost: \$7,976.
2. **Field Investigation/ Historical Data.** Engineer will perform an onsite inspection to clearly delineate tributary area and unique locations that may need additional survey data collection for proper modeling. A review of contour maps, roadway plan data, atlas information and other resources to perform a comprehensive drainage study.
Estimated Cost: \$3,356.
3. **Determine Existing Hydrology.** Define the area tributary to each catchment area and to the downstream drainage system using the DuPage County one-foot contour mapping. Identify sub-watershed areas based on land use and topography. Calculate the time of concentration and c-value number for each sub-watershed. Identify overland flow routes. Use Intellisolve Storm Sewer software to model anticipated flooding for storms of various return periods to determine the existing level of protection. Use Intellisolve Storm Sewers software to determine the existing capacity of the receiving drainage system and compute hydraulic grade lines.
Estimated Cost: \$7,915.
4. **Develop Alternative Solutions.** Develop alternative solutions which will reduce the frequency and severity of flooding at Fuller Road and Phillippa Street. Evaluate the advantages and disadvantages of each alternate and develop an estimate of construction cost for each alternative.
Estimated Cost: \$5242.

5. **Field Check and Coordination.** Perform a field check on-site with Village Engineering and Public Works staff. Document any observations which may affect the capacity of overland flow routes or which may impact proposed alternative solutions.
Estimated Cost: \$1,735.

6. **Drainage Report.** Prepare a narrative report with exhibits to describe the existing drainage problem, the hydrology of the tributary area, and the results of the modeling to determine flood elevations and flow rates. Describe alternative solutions which will reduce the severity and frequency of flooding at Fuller Road and Phillippa Street. Describe the advantages, disadvantages and estimates of cost for each alternative. Include a recommended course of action to effectively and economically address the current flooding problem.
Estimated Cost: \$5,242.

COST OF SERVICES

The cost of our services will be billed on a time and material basis. Invoices will be prepared at the end of each month for the services performed through the 25th of that month. The cost of our services will be determined as follows:

- | | |
|---|-----------------------------------|
| A. Direct Payroll: | Hours x Hourly Rate by Individual |
| B. Expansion for Overhead and Payroll Burden: | Direct Payroll x IDOT Rate* |
| C. Expansion for Professional Fee: | (Item A + Item B) x 15% |
| D. Direct Cost: | Invoiced at our cost. |
| E. Total Cost: | Item A + Item B + Item C + Item D |

* Our current IDOT approved Overhead and Payroll Burden rate is 151.80%.

The not-to-exceed cost for the Base Project, as described in the Scope of Services, is \$31,465. The not-to-exceed amount is based on the attached Estimate of Man-hours and Costs.

ACCEPTANCE

If this proposal is agreeable, please sign and return one copy for our records.

Respectfully submitted,

JAMES J. BENES AND ASSOCIATES, INC.

by: Jeffery C. Ziegler
Vice President

Accepted for: the Village of Hinsdale

by: _____

Date: _____

ESTIMATE OF HOURS AND COST

DATE: 23-Feb-21
 CLIENT: Village of Hinsdale
 PROJECT: Ravine Road Storm Sewer Drainage Study

CATEGORY OF SERVICE	PRINC. (QA/QC)	ENVIRO SCI	PROJ. ENGR	TECH	TOTAL HOURS	DIRECT PAY	TOTAL PAY COST	DIRECT COST	TOTAL COST
Develop Harding Road Detention Cost									
1. Field Survey	1	0	40	40	81	\$2,754	\$7,976		\$7,976
2. Field investigation, Historic Data	2	0	12	20	34	\$1,159	\$3,356		\$3,356
3. Determine Existing Hydrology / Hydraulics	1	0	68	0	69	\$2,733	\$7,915		\$7,915
4. Develop Alternative Solutions	2	0	40	4	46	\$1,810	\$5,242		\$5,242
5. Coordination with City Staff & Field Check	2	0	12	0	14	\$599	\$1,735		\$1,735
6. Drainage Report	2	0	40	4	46	\$1,810	\$5,242		\$5,242
TOTALS FOR PROJECT DESIGN & CONSTRUCTION	10	0	212	68	290	\$10,865	\$31,465	\$0	\$31,465

REQUEST FOR BOARD ACTION
Public Services & Engineering

AGENDA SECTION: First Read - EPS

SUBJECT: Community Pool Renovations Phase 1 & 2

MEETING DATE: **March 16, 2021**

FROM: George Peluso, Director of Public Services
Garrett Hummel, Administrative Analyst

Recommended Motion

Award the contract for construction of the Hinsdale Community Pool Phase 1 & 2 improvements with Alternate #1 to Schaefgas Brothers, in an amount not to exceed \$771,606.

Background (Williams Architects)

In the spring of 2019, the Village contracted with Williams Architects ("Williams") to complete the Community Pool Audit. In the report, Williams identified significant capital improvements that needed to be addressed at the facility within the next four (4) years in order to keep the facility operational.

In 2020, the Village retained Williams to develop the design engineering and provide construction management services for the Community Pool improvements.

Background (Capital Improvement Plan)

Staff developed a four (4) year Capital Improvement Plan (CIP) to address the issues identified in the audit report. The Phase 1 contracted improvements include replacing the lap pool deck, repairing the grout joints, replacing grout under the perimeter gutter and repainting the main pool. Staff identified cost saving opportunities for other smaller items listed in the audit that will be completed by the Public Services Department.

Due to the significant budget implications associated with the recommended improvements, staff applied for and received a \$400,000 Open Space Lands Acquisition and Development (OSLAD) grant. The grant requires a 50/50 match on behalf of the Village. In order to satisfy the required match amount of \$400,000, the Village is required to spend at least \$800,000 on the project during the grant term.

Staff recommended advancing the replacement of the four (4) pool filters in the amount of \$450,000, which were originally planned for Phase 2. The filters are considered the backbone of the entire pool system, and replacing them sooner will avoid any unplanned setbacks in the upcoming pool seasons. When creating the design specs/bid documents, Public Services staff had Williams combine Phase 1 improvements with the pool filters from Phase 2.

Originally scheduled for completion during CY 2020, this project was deferred until CY 2021 due to delays related to the OSLAD grant.

Discussion & Recommendation

Public Services staff published the bid package on Sunday, January 31, 2021. The bid opening was held on Monday, February 22, 2021 and the Village received four (4) competitive bids. The table below details the bids received.

Vendor	Base Bid	Base Bid w/ Alternate #1
Schaefgas Brothers	\$723,000	\$771,606
Stuckey Construction	\$769,000	\$804,000
Crossroads Construction	\$945,000	\$1,012,000
WB Olson	\$1,080,000	\$1,138,000

The lowest qualified bidder was Schaefgas Brothers with a base bid of \$723,000. Due to the favorable pricing, staff recommends acceptance of Alternate #1, which includes the removal and replacement of the Concession Deck in the amount of \$48,606, for a total project cost of \$771,606. Williams indicated in the attached recommendation (Attachment #1) that Schaefgas Brothers has extensive experience working on public sector projects including pool rehab and construction. In addition, Williams has worked with Schaefgas Brothers on similar projects and stated the projects went well.

Provided below is a breakdown of the project's contracted costs:

Item	Cost
Schaefgas Brothers Bid Proposal	\$771,606
Williams Architects Design Contract	\$61,800
Total (before OSLAD Grant)	\$833,406
OSLAD Grant	(\$400,000)
Total Project Costs to the Village	\$433,406

The expected funds received through the OSLAD Grant have significantly helped offset the proposed costs of the pool improvements. Even with the \$450,000 in added costs for the Phase 2 pool replacement filters, after receipt of the OSLAD funds, the CY 2021 contracted improvements are estimated to be \$616,594 under the CY 2021 CIP budgeted amount of \$1,050,000.

Item	Cost
Total CY 2021 CIP Budget (6500-7909)	\$1,050,000
Total Amended Project Costs (Phases 1 & 2)	\$433,406
Difference (Savings)	\$616,594

Budget Impact

The CY 2021 CIP Budget (6500-7909) has \$1,050,000 for contracted services for the Community Pool. The base bid from Schaefgas Brothers was \$723,000. Also included in their bid proposal was \$48,606 for Alternate #1. Public Services staff recommends acceptance of Alternate #1. The bid price, including Alternate #1, is \$771,606, which is \$278,394 under budget. Upon completion of the project, the Village will submit for reimbursement of \$400,000 through the OSLAD grant program.

Village Board and/or Committee Action

N/A

Documents Attached

1. Williams Architect's Recommendation Memo (March 2, 2021)

02 March 2021

Mr. George Peluso
Village of Hinsdale

Director of Public Services
225 Symonds Drive
Hinsdale, IL 60521

**Re: Summary of Bid Analysis / Contractor Interview
Village of Hinsdale Community Pool Renovation
WA Project #2020-015**

Dear Mr. Peluso:

Williams Architects administered the bid opening for the **Village of Hinsdale Community Pool Renovation** project on February 22, 2021. The bid results are attached, and we are pleased to report that the bid results have come in under our preliminary cost estimates. Our preliminary cost estimate for the scope of work desired including contingency allowances was \$963,100, and the apparent responsive low base bid for these items including contingency and allowances is \$723,000.00.

Williams Architects recommend the Village accept Alternate #1 for the removal and replacement of the concession Deck at a cost of \$48,606. We also recommend that Alternate #2- removal and reuse of the existing fencing NOT be accepted.

Four contractors provided bids for the project. Based on the overall scope of work and alternates desired by the Village, the apparent low bidder for the project is Schaefgas Brothers, Inc. of Wheeling, IL.

Schaefgas Brothers has extensive experience in public sector work as well as with Williams Architects. We interviewed Ken Schaefgas of the company prior to preparing this letter. He stated that their bid is complete as submitted with no limitations or exclusions. Ken did clarify that a new fence is included in their base bid which was unclear from their Alternate #2 line item in the Bid Form.

We find no reason to believe that Schaefgas Brothers, Inc is not the responsive and responsible low bidder for the Project. Therefore, subject to receipt of evidence of all required insurance coverage and payment/performance bonds as required by the Contract Documents, we find no reason why the contract should not be awarded to Schaefgas Brothers, Inc. of Wheeling, IL for the base scope amount of SEVEN HUNDRED TWENTY THREE THOUSAND DOLLARS (\$723,000) and award Alternate #1 for FORTY EIGHT THOUSAND SIX HUNDRED AND SIX DOLLARS (\$48,606.) for a total of SEVEN HUNDRED SEVENTY ONE THOUSAND SIX HUNDRED AND SIX DOLLARS (\$771,606)

Very truly yours,



James R. O'Malley, ALA,

Attachments: Bid Tabulation, 22 February 2021
Copy of Schaefgas Brothers, Inc Bid, Certifications, and References



Architecture | Planning | Aquatics | Interiors

BID TABULATION

Project: Hinsdale Community Pool Renovation

Project Number: 2020-015

Location: 500 W Hinsdale Ave
Hinsdale IL 60521

Date Prepared: 2 March 2021

Meeting Title: Bid Opening Conference

Date / Time: 22 February 2021, 10:00

Meeting Location: Village of Hinsdale

Bid Package # 1 of 1

EXPECTED ATTENDEES: Guests (List Abbreviated Organizations), and Bidders.

	BIDDER 1:	BIDDER 2:	BIDDER 3:	BIDDER 4:
Bidder Company:	Crossroads Constr	Integral Constr	Maverick Pools	Schaefgas Bros
Bond:	Y			Y
Recognition of Addenda 1:	Y			Y
Base Bid:	\$945,000.00			\$723,000.00
Allowance 1:	Y			Y
Alternate No. 1:	\$67,000.00			\$48,606.00
Alterante No. 2:	\$15,000.00			\$23,600.00
Unit Price No. 1:	\$150.00/LF			\$110.00
Total:	\$1,012,000.00			\$771,606.00

Distribution: Copied to
Prepared by: JRO

End of Bid Tabulation

G:\2020\2020-015 Hinsdale Pool\C. Bidding and Negotiations_Task 55\C.06. Bid Tabulation\BID TABULATION.docx

	BIDDER 5:	BIDDER 6:	BIDDER 7:	BIDDER 8:
Bidder Company:	Stuckey Constr.	WB Olson		
Bond:	Y	Y		
Recognition of Addenda 1:	Y	Y		
Base Bid:	\$769,000.00	\$1,080,000.00		
Allowance 1:	Y	Y		
Alternate No. 1:	\$35,000.00	\$58,000.00		
Alternate No. 2:	-\$13,000.00	-\$14,000.00		
Unit Price No. 1:	\$120.00/LF	\$132.00/LF + Mob		
Unit Price No. 2:				
Total:	\$804,000.00	\$1,138,000.00		

End of Bid Tabulation

DOCUMENT 00 4100

BID PROPOSAL FORM

Project: Village of Hinsdale
Community Pool Renovation

BID DUE DATE & LOCATION: **22 February, 2021; 10:00 AM**
Village of Hinsdale
19 E. Chicago Ave.
Hinsdale, IL 60521

BID BY:

Company Schaeffges Brothers, Inc.
Address 851 Seton Ct., Suite 2A, Wheeling, IL 60090
Contact Name Kenneth Schaeffges Phone 847-537-3330 Fax 847-537-7439

The Bidder agrees to perform the Work of this Contract in accordance with the Bid and the Contract Documents and to accept full compensation therefore in the amount of this Bid.

The Bidder agrees, if notified of the acceptance of this Bid by the Owner, to enter into a Contract with the Owner on the Terms stated in the Bid and the Contract Documents.

The Bidder agrees that this Bid may not be modified or withdrawn for a period of [60] calendar days after the date designated for receipt of Bids.

If an acceptable bid is received, the Village of Hinsdale intends to award a contract for construction by **16 March 2021**.

The Bidder (☒) is, (☐) is not signatory to the local Unions.

The Bidder acknowledges receipt of the following Addenda, (☒) #1, (☐) #2, (☐) #3, and has incorporated the Addenda into the Bid and Contract Documents.

The Village of Hinsdale is exempt from paying sales tax, and will pay permit costs.

BASE BID AMOUNT

Seven Hundred Twenty Three Thousand 00/100 Dollars (\$ 723,000.00)

ALLOWANCES

Include the following allowance(s) in the Base Bid.

1. Owner's miscellaneous contingency **\$25,000.00**

ALTERNATE #1 – Removal & Replacement of Concessions Deck

This work is not part of Base Bid and therefore this should be a Add Alternate.

Add Forty Eight Thousand Dollars (\$ 48,606.00)
Six Hundred Six and 00/100

ALTERNATE #2 – Remove and Reinstallation of Fence

Note: This work is currently not part of Base Bid and therefore should be an Add Alternate.

Add Twenty Three Thousand Dollars (\$ 23,600.00)
Six Hundred and 00/100

VOLUNTARY ALTERNATES – Contractor may volunteer alternate items.

Voluntary Alternate #1 – N/A

Add / Deduct _____ Dollars (\$ _____)

UNIT PRICES

Description

Unit Price

1. Epoxy injection of pool concrete cracks as described in
Section 012200-1 Unit Prices of Specifications \$ 110.00 /LF

The Owner reserves the right to reject any or all Bids without explanation, to waive irregularities, and to accept a Bid, which in the Owner's sole judgment, is in the Owner's best interests.

The undersigned certifies that the Bid is made in good faith, without fraud, collusion, or connection of any kind with any other Bidder, and that he is competing in his own interest and in his own behalf without connection with or obligation to any undisclosed person, and that he has made his own examination and estimates and there from presents his Bid.

Printed Name: Kenneth Schaeffer Title President

Signature:  Date Feb. 22, 2021

Seal:

PROJECT: VILLAGE OF HINSDALE / POOL IMPROVEMENTS / WA PROJECT NO 2020-015

CONTRACTOR COMPLIANCE AND CERTIFICATIONS ATTACHMENT

Note: The following certifications form an integral part of the Agreement between the Owner and Contractor. Breach by Contractor of any of the certifications may result in immediate termination of the Contractor's services by Owner.

THE UNDERSIGNED CONTRACTOR HEREBY ACKNOWLEDGES, CERTIFIES, AFFIRMS AND AGREES AS FOLLOWS:

- A. Contractor has carefully read and understands the contents, purpose and legal effect of this document as stated above and hereafter in this document. The certifications contained herein are true, complete and correct in all respects.
- B. Contractor shall abide by and comply with, and in contracts which it has with all persons providing any of the services or Work on this Project on its behalf shall require compliance with, all applicable Federal, State and local laws and rules and regulations including without limitation those relating to 1) fair employment practices, affirmative action and prohibiting discrimination in employment; 2) workers' compensation; 3) workplace safety; 4) wages and claims of laborers, mechanics and other workers, agents, or servants in any manner employed in connection with contracts involving public funds or the development or construction of public works, buildings or facilities; and 5) steel products procurement.
- C. All contracts for this Project are subject to the provisions of the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*), providing for the payment of the prevailing rate of wage to all laborers, workmen and mechanics engaged in the Work. Contractor shall pay prevailing rates of wages in accordance with the Illinois Department of Labor's wage determination and any subsequent determinations issued by the Illinois Department of Labor, all in accordance with applicable law. These revisions may be accessed by computer at <http://labor.illinois.gov/>. Contractor is responsible for determining the applicable prevailing wage rates at the time of bid submission and at the time of performance of the Work. Failure of Contractor to make such determination shall not relieve it of its obligations in accordance with the Contract Documents. Contractor shall also comply with all other requirements of the Act including without limitation those pertaining to inclusion of required language in subcontracts, job site posting, maintenance and submission of certified payroll records and inspection of records. Contractor is not barred from entering into public contracts under Section 11a of the Illinois Prevailing Wage Act due to its having been found to have disregarded its obligations under the Act.
- D. To the best of Contractor's knowledge, no officer or employee of Contractor has 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 any officer or employee made an admission of guilt of such conduct which is a matter of record.
- E. Contractor is not barred from bidding on or entering into public contracts due to having been convicted of bid-rigging or bid rotating under paragraphs 33E-3 or 33E-4 of the Illinois Criminal Code. Contractor also certifies that no officers or employees of the Contractor have been so convicted and that Contractor is not the successor company or a new company created by the

officers or owners of one so convicted. Contractor further certifies that any such conviction occurring after the date of this certification will be reported to the Owner, immediately in writing, if it occurs during the bidding process, or otherwise prior to entering into the Contract therewith.

- F. Pursuant to the Illinois Human Rights Act (775 ILCS 5/2-105), Contractor has a written sexual harassment policy that includes, at a minimum, the following information: (i) a statement on the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment utilizing examples; (iv) the Contractor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and directions on how to contact both; and (vi) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. Contractor further certifies that such policy shall remain in full force and effect. A copy of the policy shall be provided to the Illinois Department of Human Rights upon request.
- G. (i) Contractor's bid proposal was made without any connection or common interest in the profits anticipated to be derived from the Contract by Contractor with any other persons submitting any bid or proposal for the Contract; (ii) the Contract terms are in all respects fair and the Contract will be entered into by Contractor without collusion or fraud; (iii) no official, officer or employee of the Owner has any direct or indirect financial interest in Contractor's bid proposal or in Contractor, (iv) the Contractor has not directly or indirectly provided, and shall not directly or indirectly provide, funds or other consideration to any person or entity (including, but not limited to, the Owner and the Owner's employees and agents), to procure improperly special or unusual treatment with respect to this Agreement or for the purpose of otherwise improperly influencing the relationship between the Owner and the Contractor. Additionally, the Contractor shall cause all of its officers, directors, employees, (as the case may be) to comply with the restrictions contained in the preceding sentence.
- H. Contractor knows and understands the Equal Employment Opportunity Clause administrated by the Illinois Department of Human Rights, which is incorporated herein by this reference, and agrees to comply with the provisions thereof. Contractor further certifies that Contractor is an "equal opportunity employer" as defined by Section 2000 (e) of Chapter 21, Title 42 of the United States Code Annotated and Executive Orders #11246 and #11375 as amended, which are incorporated herein by this reference.
- I. Neither Contractor nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.
- J. Contractor is not barred from contracting with the Owner because of any delinquency in the payment of any tax administrated by the Illinois Department of Revenue, unless it is being contested. Contractor further certifies that it understands that making a false statement regarding delinquency in taxes is a Class A misdemeanor and, in addition, voids the Contract and allows the Owner, a municipal entity, to recover in a civil action all amounts paid to the Contractor.
- K. If Contractor has 25 or more employees at the time of letting of the Contract, Contractor knows, understands and acknowledges its obligations under the Illinois Drug Free Workplace Act (30 ILCS 580/1 *et seq.*) and certifies that it will provide a drug-free workplace by taking the actions required under, and otherwise implementing on a continuing basis, Section 3 of the Drug Free Workplace

Act. Contractor further certifies that it has not been debarred and is not ineligible for award of this Contract as the result of a violation of the Illinois Drug Free Workplace Act.

- L. Contractor knows, understands and acknowledges its obligations under the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 *et seq.* A true and complete copy of Contractor's Substance Abuse Prevention Program Certification is attached to and made a part of this Contractor Compliance and Certification Attachment.
- M. The Contractor shall comply with the requirements and provisions of the Freedom of Information Act (5 ILCS 140/1 *et seq.*) and, upon request of the Wheaton Park District's designated Freedom of Information Act Officer (FOIA Officer), Contractor shall within two (2) business days of said request, turn over to the FOIA Officer any record in the possession of the Contractor that is deemed a public record under FOIA.

CONTRACTOR Schaeffges Brothers, Inc.

By: _____

Its: Kenneth Schaeffges, President

STATE OF IL)

)SS

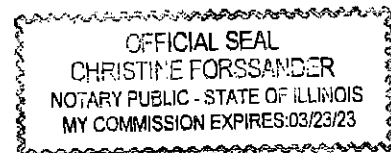
COUNTY OF Cook)

I, the undersigned, a notary public in and for the State and County, aforesaid, hereby certify that Kenneth Schaeffges appeared before me this day and, being first duly sworn on oath, acknowledged that he/she executed the foregoing instrument as his/her free act and deed and as the act and deed of the Contractor.

Dated: Feb. 22, 2021

(SEAL)

Christine Forssander
(Notary Public) Christine Forssander





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Contractor's Qualification Statement

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO: Village of Hinsdale

ADDRESS: 19 E. Chicago Ave.
Hinsdale, IL 60521

SUBMITTED BY: Schaeffges Brothers, Inc.

NAME: Kenneth Schaeffges

ADDRESS: 851 Seton Ct., Suite 2A
Wheeling, IL 60090

PRINCIPAL OFFICE: Same

- ☒ Corporation
- ☐ Partnership
- ☐ Individual
- ☐ Joint Venture
- ☐ Other

NAME OF PROJECT (if applicable): Community Pool Renovations

TYPE OF WORK (file separate form for each Classification of Work):

- ☒ General Construction
- ☐ HVAC
- ☐ Electrical
- ☐ Plumbing
- ☐ Other (please specify)

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This form is approved and recommended by the American Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by AIA or AGC.

§ 1. ORGANIZATION

§ 1.1 How many years has your organization been in business as a Contractor? 59 Years

§ 1.2 How many years has your organization been in business under its present business name? 59 Years

§ 1.2.1 Under what other or former names has your organization operated?

N/A

§ 1.3 If your organization is a corporation, answer the following:

§ 1.3.1 Date of incorporation: July 13, 1962

§ 1.3.2 State of incorporation: Illinois

§ 1.3.3 President's name: Kenneth Schaeffges

§ 1.3.4 Vice-president's name(s) Susan Karecki

§ 1.3.5 Secretary's name: Susan Karecki

§ 1.3.6 Treasurer's name: Susan Karecki

§ 1.4 If your organization is a partnership, answer the following:

§ 1.4.1 Date of organization:

§ 1.4.2 Type of partnership (if applicable):

§ 1.4.3 Name(s) of general partner(s)

§ 1.5 If your organization is individually owned, answer the following:

§ 1.5.1 Date of organization:

§ 1.5.2 Name of owner:

§ 1.6 If the form of your organization is other than those listed above, describe it and name the principals:

§ 2. LICENSING

§ 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

General Contractors, Concrete Finishers, Operating Engineers, Laborers, Carpentry,
Brick Layers, Iron Workers

§ 2.2 List jurisdictions in which your organization's partnership or trade name is filed.

N/A

§ 3. EXPERIENCE

§ 3.1 List the categories of work that your organization normally performs with its own forces.

General Contracting, Concrete, Demolition, Excavation, Carpentry

§ 3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)

§ 3.2.1 Has your organization ever failed to complete any work awarded to it?

No

§ 3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

No

§ 3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?

No

§ 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)

No

§ 3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

See attached Work in Progress

§ 3.4.1 State total worth of work in progress and under contract:

See attached Work in Progress

§ 3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

See attached Project History

§ 3.5.1 State average annual amount of construction work performed during the past five years:

\$10,000,000.00

§ 3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

See attached Project History

§ 4. REFERENCES

§ 4.1 Trade References:

Prairie Materials
7601 W. 79th St.
Bridgeview, IL 61008
708-458-0400

Multiple Concrete Accessories, Corp
20284 N. Rand Rd.
Palatine, IL 60074
847-438-2000

§ 4.2 Bank References:

Inland Bank
1100 South Rand Rd.
Lake Zurich, IL 60047
847-726-3199

§ 4.3 Surety:

§ 4.3.1 Name of bonding company:

Fidelity and Deposit Company of Maryland
1400 American Lane
Schaumburg, IL 60196

§ 4.3.2 Name and address of agent:

Brown & Brown of Illinois
263 Shuman Blvd., Suite 110
Naperville, IL 60563 630-245-4622 Bill Cahill

§ 5. FINANCING

§ 5.1 Financial Statement.

§ 5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets:

Other Assets:

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

§ 5.1.2 Name and address of firm preparing attached financial statement, and date thereof:

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User Notes: (2533789901)

Barnes, Givens & Barnes, Ltd.
200 East Evergreen Ave., Suite 117
Mt. Prospect, IL 60056

§ 5.1.3 Is the attached financial statement for the identical organization named on page one?

Yes

§ 5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

§ 5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

Yes

§ 6. SIGNATURE

§ 6.1 Dated at this 22nd day of Feb., 2021

Name of Organization: Schaeffges Brothers, Inc.

By:

Title: Kenneth Schaeffges, President

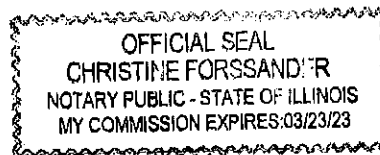
§ 6.2

Kenneth Schaeffges being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this 22nd day of Feb., 20 21

Notary Public: Christine Forssander

Christine Forssander
My Commission Expires: 03/23/23





General Contractors

Schaeffges Brothers, Inc. / 851 Seton Court, Suite 2A, Wheeling, Illinois 60090-5790

Tel (847) 537-3330 · Fax (847) 537-7439 · www.sbigc.com

February 18, 2021

WORK IN PROGRESS

FOREST PRESERVE DISTRICT OF DUPAGE COUNTY THE PRESERVES AT OAK MEADOWS

Owner: Forest Preserve District of DuPage County
Construction Mgr.: Pepper Construction Company - Lisa Koeune - LKoeune@pepperconstruction.com
Project Manager: Kenneth Schaeffges
Superintendent: Mike Reed
Contract Amount: \$1,233,999.00
Percent Complete: 90%
Completion Date: April, 2021

MORGAN PARK HIGH SCHOOL POOL

Owner: Chicago Public School
Construction Mgr.: Friedler Construction - Jorge Elizondo - JorgeE@friedlerconstruction.com
Project Manager: Kenneth Schaeffges
Superintendent: Martin Pantoja
Contract Amount: \$178,900.00
Percent Complete: 71%
Completion Date: February, 2021

HARPER COLLEGE 2020 WALL LIFE SAFETY & EXTERIOR STAIRS

Owner: Harper College
Construction Mgr.: Eriksson Engineering Associates, Ltd. - Aaron Bruder - 847-849-7726
Project Manager: Kenneth Schaeffges
Superintendent: Martin Pantoja
Contract Amount: \$338,888.00
Percent Complete: 98%
Complete Date: February, 2021

PROVISO SD 209 MASTER PLAN IMPLEMENTATION SITE IMPROVEMENTS

Owner: Proviso Township HS District 209
Construction Mgr.: Gilbane Building Company
Project Manager: Kenneth Schaeffges
Superintendent: Martin Pantoja
Contract Amount: \$152,888.00
Percent Complete: 97%
Completion Date: February, 2021

HARRER POOL RENOVATIONS AQUATIC CONSTRUCTION

Owner: Morton Grove Park District
Construction Mgr.: W.B. Olson, Inc. Steve Karecki - srk@wbo.com - 847-302-5888
Superintendent: Martin Pantoja
Contract Amount: \$2,943,000.00
Percent Complete: 11%
Completion Date: July, 2021



General Contractors

Schaeffges Brothers, Inc. / 851 Seton Court, Suite 2A, Wheeling, Illinois 60090-5790

Tel (847) 537-3330 · Fax (847) 537-7439 · www.sbigc.com

February 18, 2021

PROJECT HISTORY

MAINE WEST HIGH SCHOOL DIST 207 POOL

Owner: Maine Township HS District 207
Construction Mgr.: Pepper Construction – Todd Valliere – tvalliere@pepperconstruction.com
Project Manager: Kenneth Schaeffges
Superintendent: Martin Pantoja
Contract Amount: \$930,000.00
Completion Date: November, 2020

VERNON HILLS HS ADDITIONS & LIBERTYVILLE HS POOL RENOVATION

Owner: Community High School District #128
Construction Mgr: Gilbane Building Company – Matt Zarate – Mzarate@GilbaneCo.com
Project Manager: Kenneth Schaeffges
Superintendent: Mike Reed
Contract Amount: \$1,760,485.00
Completion Date: November, 2020

PALATINE PEDESTRIAN BRIDGE

Owner: Palatine Park District – Jim Holder – 847-705-5131
Project Manager: Kenneth Schaeffges
Superintendent: Mike Reed
Contract Amount: \$713,709.00
Completion Date: November, 2020

PALATINE STABLES ADA SIDEWALK & PARKING IMPROVEMENTS

Owner: Palatine Park District – Jim Holder – 847-705-5131
Project Manager: Kenneth Schaeffges
Superintendent: Mike Reed
Contract Amount: \$44,500.00
Completion Date: November, 2020

CYNTHIA NEAL CENTER RENOVATION

Owner: Hickory Hills Park District -
Construction Mgr.: W.B. Olson, Inc. – Andrew Crane – acrane@wbo.com
Project Manager: Chad Karecki
Superintendent: Mike Reed
Contract Amount: \$141,535.00
Completion Date: November, 2020

GLENCOE CENTRAL SCHOOL 2020 LANDSCAPING

Owner: Glencoe School District #35
Construction Mgr.: Frederick Quinn Corporation – Carmen Cabin – 630-628-8500
Project Manager: Kenneth Schaeffges
Superintendent: Mike Reed
Contract Amount: \$582,653.00
Completion Date: November, 2020

Project History
February 18, 2021

AMOS ALONZO STAGG HS POOL FILTER REPLACEMENT

Owner: Consolidated SD 230 – Bob Hughes – dhughes@d230.org
Construction Mgr.: Studio GC Architects – Nikki Bridges – 630-853-5718
Project Manager: Kenneth Schaeffges
Superintendent: Martin Pantoja
Contract Amount: \$303,600.00
Completion Date: August, 2020

CHICAGO BOTANIC GARDEN SHADE EVALUATION GARDEN

Owner: Chicago Horticultural Society
Construction Mgr.: Bulley & Andrews – Catherine Solecki – 847-354-3780
Project Manager: Kenneth Schaeffges
Superintendent: Mike Reed
Contract Amount: \$161,600.00
Completion Date: September, 2020

NAVY PIER HOTEL

Owner: Navy Pier, Inc.
Construction Mgr: James McHugh Construction – Vince Reeves – vreeves@mchughconstruction.com
Project Manager: Kenneth Schaeffges
Superintendent: Mike Reed
Contract Amount: \$1,997,709.00
Completion Date: July, 2020

BLUE ISLAND SPLASH PAD RENOVATION

Owner: Blue Island Park District – Thomas Wogan – 708-385-3304
Construction Mgr: WT Group, Inc.
Project Manager: Kenneth Schaeffges
Superintendent: Martin Pantoja
Contract Amount: \$285,291.00
Completion Date: May, 2020

WOODRIDGE PARK DISTRICT CYPRESS COVE DRAIN LEAK REPAIR PROJECT

Owner: Woodridge Park District – Ryan Bordewick – 630-353-3340
Project Manager: Kenneth Schaeffges
Superintendent: Mike Reed
Contract Amount: \$36,000.00
Completion Date: May, 2020

WESMERE COUNTRY CLUB NEW FILTER BUILDING & KIDDIE POOL

Owner: Wesmere Country Club
Construction Mgr.: Prairie Forge Group – Dave Stermetz – dvstermetz@p-fgroup.com
Project Manager: Kenneth Schaeffges
Superintendent: Mike Reed
Contract Amount: \$332,599.00
Completion Date: April, 2020

OLYMPIC RECREATION CENTER ADDITION & RENOVATION

Owner: Arlington Heights Park District – Ben Rea – 847-506-7145
Construction Mgr: Corporate Construction Services–Tyler Quattrocchi–
tylerq@corporateconstructionservices.com
Project Manager: Kenneth Schaeffges
Superintendent: Martin Pantoja
Contract Amount: \$1,153,459.00
Completion Date: December, 2019

Project History
February 18, 2021

SCHAUMBURG VARIOUS ADA POOL LIFTS

Owner: Schaumburg Park District – Doug Kettel – 847-985-2115
Superintendent: Chad Karecki
Project Manager: Mike Reed
Contract Amount: \$82,009.00
Completion Date: December, 2019

CENTENNIAL PARK AQUATIC CENTER ACTIVITY POOL GUTTER REPAIRS

Owner: Village of Orland Park – Gary Couch – 708-403-6219
Project Manager: Kenneth Schaeffges
Superintendent: Martin Pantoja
Contract Amount: \$222,615.00
Completion Date: December, 2019

ARLINGTON HEIGHTS PARK DISTRICT RECREATION PARK CONCRETE POOL DECKS

Owner: Arlington Heights Park District – Ben Rea – 847-506-7145
Project Manager: Kenneth Schaeffges
Superintendent: Martin Pantoja
Contract Amount: \$195,733.00
Completion Date: December, 2019

ST. MATTHEWS CHURCH ADA RAMP

Owner: Schaumburg Park District – Doug Kettel – 847-985-2115
Project Manager: Kenneth Schaeffges
Superintendent: Mike Reed
Contract Amount: \$95,900.00
Completion Date: December, 2019

ELK GROVE AUDUBON SKATE PARK

Owner: Elk Grove Park District – Valerie Gerdes Lemme – 847-690-1190
Project Manager: Chad Karecki
Superintendent: Martin Pantoja
Contract Amount: \$464,758.00
Completion Date: October, 2019

MARQUARDT SD 15 RETAINING WALL

Owner: Marquardt SD 15 – Bill Brown – 630-469-7615
Architect: Legat Architect, Inc. – Scot Parker – Sparker@legat.com
Project Manager: Kenneth Schaeffges
Superintendent: Mike Reed
Contract Amount: \$266,622.00
Completion Date: August, 2019

D76 DIAMOND LAKE CAPITAL IMPROVEMENTS 2019 CAST IN PLACE CONCRETE

Owner: Board of Education of Diamond Lake School District 76 – Eric Rogers – 847-566-9221
Construction Mgr: Pepper Construction Company – Lisa Koeune – LKoeune@pepperconstruction.com
Project Manager: Kenneth Schaeffges
Superintendent: Martin Pantoja
Contract Amount: \$68,399.00
Completion Date: August, 2019

Project History
February 18, 2021

CAROL STREAM SIMKUS RECREATION CENTER ADA COMPLIANCE

Owner: Carol Stream Park District – Ron Murray – ronm@csparks.org
Architect: JSD Professional Services, Inc. – Lori Vierow -lori.vierow@JSDinc.com
Project Manager: Kenneth Schaeffges
Superintendent: Mark Reed
Contract Amount: \$54,304.00
Completion Date: June, 2019

JOHNSTON RECREATION CENTER ADDITION & RENOVATION

Owner: Bloomingdale Park District- Joe Potts – 630-529-3650 - joe@bloomingdaleparks.org
Construction Mgr: Corporate Construction Services – Mike Rink - mrink@corporateconstructionservices.com
Project Manager: Kenneth Schaeffges
Superintendent: Martin Pantoja
Contract Amount: \$214,106.00
Completion Date: May, 2019

NAVY PIER ROOFTOP VENUE

Owner: Navy Pier, Inc.
Construction Mgr: James McHugh Construction – Vince Reeves – vreeves@mchughconstruction.com
Project Manager: Kenneth Schaeffges
Superintendent: Mike Reed
Contract Amount: \$388,180.00
Completion Date: May, 2019

TINLEY PARK POOL FILTER MEDIA

Owner: Tinley Park Park District – Timothy Harvey – Tim.Harvey@tinleyparkdistrict.org
Architect: Tinley Park Park District – Timothy Harvey – Tim.Harvey@tinleyparkdistrict.org
Project Manager: Chad Karecki
Superintendent: Mike Reed
Contract Amount: \$60,500.00
Completion Date: May, 2019

WHEATON NORTHSIDE POOL ADA STAIRS

Owner: Wheaton Park District – Steve Hinchee – 630-510-4976 – shinchee@wheatonparks.org
Project Manager: Chad Karecki
Superintendent: Martin Pantoja
Contract Amount: \$60,000.00
Completion Date: June, 2019

WEST LEYDEN HIGH SCHOOL COURTYARD ADDITION/RENOVATION

Owner: Board of Education Leyden School District #212
Const. Mgr.: International Contractors, Inc. – Jason Wasser – JWasser@iciinc.com
Project Manager: Kenneth Schaeffges
Superintendent: Martin Pantoja
Contract Amount: \$996,724.00
Completion Date: March, 2019

D214 CPP 2018 BUFFALO GROVE HIGH SCHOOL CONCRETE

Owner: Township HS District 214
Construction Mgr: Pepper Construction Co., Lisa Koeune – 847-670-4129, LKoeune@pepperconstruction.com
Project Manager: Kenneth Schaeffges
Superintendent: Mike Reed
Contract Amount: \$666,744.00
Completion Date: March, 2019

Project History
February 18, 2021

KELLER PARK PEDESTRIAN BRIDGE REPLACEMENT

Owner: Deerfield Park District – Jeff Nehila – 847-572-2612
Construction Mgr: Strand Associates, Inc. – Stephanie Thomsen – 608-251-4843
Project Manager: Kenneth Schaeffges
Superintendent: Martin Pantoja
Contract Amount: \$150,900.00
Completion Date: November, 2018

WAUCONDA AREA LIBRARY EARTHWORK

Owner: Wauconda Area Library
Construction Mgr: Featherstone, Inc. – Brian Gilsinn - 312-405-4057
Project Manager: Kenneth Schaeffges
Superintendent: Mark Reed
Contract Amount: \$149,519.00
Completion Date: November, 2018

WAUCONDA AREA LIBRARY CONCRETE

Owner: Wauconda Area Library
Construction Mgr: Featherstone, Inc. – Brian Gilsinn – 312-405-4057
Project Manager: Kenneth Schaeffges
Superintendent: Mike Reed
Contract Amount: \$252,010.00
Completion Date: November, 2018

ARLINGTON HEIGHTS POLICE STATION ENCLOSURE AND INTERIOR-SITE CONCRETE & PAVING

Owner: Village of Arlington Heights
Construction Mgr.: Riley Construction – Matt Walsh – 847-457-3909 Mattw@rileycon.com
Project Manager: Kenneth Schaeffges
Superintendent: Martin Pantoja
Contract Amount: \$433,959.00
Completion Date: November, 2018

1200 N. NORTH BRANCH, CHICAGO TENNANT BUILDOUT

Owner: 1200 Partners, LLC – Jarrik Mitchell – JMitchell@r2.me
Project Manager: Kenneth Schaeffges
Superintendent: Mike Reed
Contract Amount: \$563,353.99
Completion Date: October, 2018

NEW TRIER HIGH SCHOOL 2018 RENOVATIONS CAST IN PLACE & SITE CONCRETE

Owner: New Trier High School District 203
Construction Mgr: Pepper Construction
Project Manager: Ken Schaeffges
Superintendent: Martin Pantoja
Contract Amount: \$214,613.00
Completion Date: September, 2018

LINCOLN HALL MIDDLE SCHOOL PHASE III RENOVATION WORK

Owner: Lincolnwood SD 74
Construction Mgr: Z3 Solutions – Nicholas Zouras – 847-730-3945
Project Manager: Kenneth Schaeffges
Superintendent: Mike Reed
Contract Amount: \$147,716.00
Completion Date: September, 2018

SCHAEFGES BROTHERS, INC.Balance Sheets
May 31, 2020 and 2019

	2020	2019
<u>ASSETS</u>		
<u>Current Assets</u>		
Cash	\$ 392,304	\$ 31
Accounts receivable - trade	1,049,601	2,018,008
Allowance for doubtful accounts	(25,000)	(25,000)
Costs and estimated earnings in excess of billings on uncompleted contracts	163,620	99,811
Prepaid expenses	6,677	873
Sundry receivables	-	67,308
Total Current Assets	1,587,202	2,161,031
<u>Fixed Assets</u>		
Machinery and equipment	1,239,217	1,230,382
Trucks and autos	422,301	655,537
Office equipment	144,080	139,518
Leasehold improvements	45,143	45,143
	1,850,741	2,070,580
Less: accumulated depreciation	(1,702,883)	(1,875,658)
Net Fixed Assets	147,858	194,922
<u>Other Assets</u>		
Deferred tax	237,954	80,299
Note receivable	20,003	33,542
Total Other Assets	257,957	113,841
Total Assets	\$ 1,993,017	\$ 2,469,794

See Accompanying Notes to Financial Statements and
Independent Auditors' Report

SCHAEFGES BROTHERS, INC.

Balance Sheets

May 31, 2020 and 2019

	<u>2020</u>	<u>2019</u>
<u>LIABILITIES AND STOCKHOLDERS' EQUITY</u>		
<u>Current Liabilities</u>		
Bank overdraft	\$ -	\$ 218,121
Accounts payable and unbilled amounts due subcontractors	469,252	705,565
Note payable	333,970	50,000
Billings in excess of costs and estimated earnings on uncompleted contracts	85,133	38,745
Accrued expenses	62,226	29,913
Accrued income taxes	-	-
Current portion long term debt	18,691	23,597
Total Current Liabilities	<u>969,272</u>	<u>1,065,941</u>
<u>Long Term Liabilities</u>		
Installment loans payable	<u>20,264</u>	<u>38,956</u>
<u>Stockholders' Equity</u>		
Common stock, \$10.00 par value - 5,000 shares authorized, issued and outstanding	50,000	50,000
Retained earnings	1,152,455	1,513,871
	<u>1,202,455</u>	<u>1,563,871</u>
Treasury stock, 1,433 shares at cost	<u>(198,974)</u>	<u>(198,974)</u>
Total Stockholders' Equity	<u>1,003,481</u>	<u>1,364,897</u>
Total Liabilities and Stockholders' Equity	<u>\$ 1,993,017</u>	<u>\$ 2,469,794</u>

See Accompanying Notes to Financial Statements and
Independent Auditors' Report

SCHAEFGES BROTHERS, INC.
Statements of Income and Retained Earnings
For the Years Ended May 31, 2020 and 2019

	2020	2019
Contracted Earned Income	\$ 5,898,922	\$ 6,811,172
Costs of Contracted Earned Income	<u>5,730,977</u>	<u>6,263,216</u>
Gross Margin	167,945	547,956
General and Administrative Expenses	<u>684,230</u>	<u>580,616</u>
Net Income (Loss) from Operations	(516,285)	(32,660)
Other Income (Expense)	<u>(2,786)</u>	<u>(3,198)</u>
Net Income (Loss) Before Provision for Income Tax	(519,071)	(35,858)
Income Tax Expense (Benefit)	<u>(157,655)</u>	<u>(11,100)</u>
Net Income (Loss)	(361,416)	(24,758)
Retained Earnings - Beginning of Year	<u>1,513,871</u>	<u>1,538,629</u>
Retained Earnings - End of Year	<u>\$ 1,152,455</u>	<u>\$ 1,513,871</u>

See Accompanying Notes to Financial Statements and
Independent Auditors' Report

SCHAEFGES BROTHERS, INC.
Statements of Cash Flows
For the Years Ended May 31, 2020 and 2019

	2020	2019
Cash Flows from Operating Activities		
Net income (loss)	\$ (361,416)	\$ (24,758)
Adjustments to reconcile net income to cash provided by operating activities:		
Depreciation	60,461	57,752
(Increase) decrease in -		
Accounts receivable	968,407	(229,239)
Other current assets	(2,305)	60,924
Deferred taxes	(157,655)	(11,100)
Increase (decrease) in -		
Accounts payable	(236,313)	(26,761)
Other current liabilities	78,701	(130,390)
Deferred taxes	-	-
Net Cash Provided by (Used in) Operating Activities	349,880	(303,572)
Cash Flows from Financing Activities:		
Note payable	283,970	50,000
Installment loan	(23,598)	10,278
Net Cash Provided by (Used in) Financing Activities	260,372	60,278
Cash Flows from Investing Activities		
(Increase) decrease in note receivable	13,539	(1,417)
(Purchase) of fixed assets	(13,366)	(115,707)
Net Cash Provided by (Used in) Investing Activities	173	(117,124)
Net Increase in Cash and Cash Equivalents	610,425	(360,418)
Cash and Cash Equivalents - Beginning of Year	(218,121)	142,297
Cash and Cash Equivalents - End of Year	\$ 392,304	\$ (218,121)
* * * * *		
Supplemental Disclosure of Cash Flow Information -		
Cash paid during the year for:		
Income taxes	\$ -	\$ -
Interest	\$ 526	\$ 1,202

See Accompanying Notes to Financial Statements and
Independent Auditors' Report

REQUEST FOR BOARD ACTION
Public Services & Engineering

AGENDA SECTION: First Reading - EPS

SUBJECT: Intergovernmental Agreement with DuPage County for the Maintenance of Folding Stop Signs on County Highways

MEETING DATE: March 16, 2021

FROM: George Peluso, Director of Public Services
Garrett Hummel, Administrative Analyst

Recommended Motion

To approve an Intergovernmental Agreement (IGA) between the Village of Hinsdale and DuPage County, for the installation and maintenance of folding stop signs at signalized intersections at county highways.

Background

In November of 2020, Public Services staff was notified by DuPage County Division of Transportation that they would no longer be maintaining the foldable stop signs at signalized intersections on county highways. These foldable stop signs are for use when the traffic signal is down. The Village has three (3) intersections along 55th Street that would be covered by this IGA: 55th Street & Garfield Street, 55th Street & Grant Street, 55th Street & Madison Street.

By entering into this IGA, the Village is assuming responsibility for installing and maintaining these signs. If the Village decides not to enter into the agreement, the foldable stop signs will be removed and the County's contractor would put up temporary barricade type stop signs in the event of a traffic signal issue.

Discussion & Recommendation

Public Services staff contacted the Hinsdale Police Department for feedback on the use of the foldable stop signs. The Police Department indicated they were in favor of maintaining control over the signs. They feel the department could deploy the signs in response to a traffic signal issue in a timelier manner than the County's contractor. The attached IGA was reviewed by the Village Attorney.

Budget Impact

Entering into the IGA would have a minimal budgetary impact. The cost for sign replacement is under \$100 per sign. The Village will be assuming responsibility for twelve (12) signs under the IGA.

Village Board and/or Committee Action

N/A

Documents Attached

1. Intergovernmental Agreement between the Village and DuPage County

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DUPAGE
AND THE VILLAGE OF HINSDALE
FOR THE INSTALLATION AND MAINTENANCE OF FOLDING STOP SIGNS
AT SIGNALIZED INTERSECTIONS AT COUNTY HIGHWAYS**

This Intergovernmental Agreement (hereinafter referred to as "AGREEMENT") is entered into this _____ day of _____, 2021, by and between the County of DuPage (hereinafter referred to as the "COUNTY"), a body corporate and politic, with offices at 421 N. County Farm Road, Wheaton, Illinois and the Village of Hinsdale (hereinafter referred to as the "MUNICIPALITY"), a municipal corporation with offices at 19 E. Chicago Avenue, Hinsdale, Illinois. The COUNTY and the MUNICIPALITY are hereinafter sometimes individually referred to as a "PARTY" or together as the "PARTIES."

RECITALS

WHEREAS, the COUNTY has jurisdiction over certain rights-of-way designated as County Highways as specified in DuPage County Resolution DT-0024D-07; and

WHEREAS, certain County Highways lie within the corporate limits of the MUNICIPALITY; and

WHEREAS, the MUNICIPALITY desires to install folding stop signs (hereinafter referred to individually as "SIGN" and in plurality as "SIGNS") on traffic signals at signalized intersections under the jurisdiction of, or maintained by, the County, or on County Highways; and

WHEREAS, the COUNTY by virtue of its power set forth in "Counties Code" (55 ILCS 5/1-1001 et seq.) and "Illinois Highway Code" (605 ILCS 5/1-101 et seq.), and the MUNICIPALITY, by virtue of its power set forth in the "Illinois Municipal Code" (65 ILCS 5/1-1-1 et seq.) are authorized to enter into this AGREEMENT; and

WHEREAS, a cooperative intergovernmental agreement is appropriate and such an agreement is authorized and encouraged by Article 7, Section 10 of the Illinois Constitution and by the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.).

NOW, THEREFORE, in consideration of the premises, the mutual covenants, terms, and conditions herein set forth, and the understanding of each party to the other, the parties do hereby mutually covenant, promise and agree as follows:

1.0 INCORPORATION

- 1.1 All recitals set forth above are incorporated herein and made part thereof, the same constituting the factual basis for this AGREEMENT.
- 1.2 The headings of the paragraphs and subparagraphs of this AGREEMENT are inserted for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to the effect of the construction hereof.

2.0 SCOPE OF PROJECT

- 2.1 The SIGNS shall not be used except for emergency purposes and shall only be opened by MUNICIPALITY'S police officers. The SIGNS shall not be opened to traffic while traffic control signals are operating in a normal traffic control mode.
- 2.2 The SIGNS shall be mounted **only at locations listed in Exhibit A** on the near right signal post of each approach or on a separate signpost near the signal post within the COUNTY right-of-way.
 - 2.2.1 The SIGNS shall be mounted at a height of at least 5 feet, measured from the bottom of the SIGN to the near edge of the pavement. The SIGN shall be mounted so as not to cause a hazard to pedestrians or cyclists.
 - 2.2.2 The SIGN shall not interfere with the pedestrian pushbutton or other traffic control devices at the intersection. If the SIGN is required to be relocated to provide adequate mounting space for traffic signal equipment or other traffic control devices, including signage, the MUNICIPALITY will be responsible for relocating or removing the SIGN in accordance with Section 3.3 of this AGREEMENT.
 - 2.2.3 The SIGNS shall be an octagon when opened with white retroreflective message and border on a red retroreflective background. The standard size shall be 30" x 30" as described in the "Manual on Uniform Traffic Control Devices for Streets and Highways".

- 2.2.4 The SIGNS may be of a bi-fold or tri-fold construction. Bi-folded SIGNS will fold from top to bottom. Tri-folded SIGNS will fold from left and right to the center.
- 2.2.5 Bi-folded SIGNS, shall be closed in the down position to ensure that damaged signs do not fall into the open position.
- 2.2.6 The closed SIGNS may show a municipal logo, but shall not show any other message, graphic, or advertisement.
- 2.3 When in the closed position, the SIGNS shall be secured with a cotter pin or other similar, reusable hardware, or, at the COUNTY's discretion, a lock and key provided by the COUNTY. Bi-folded SIGNS shall also be secured by the same method in the open position.
- 2.4 Any other lock assembly used by the MUNICIPALITY will be removed by the COUNTY's traffic signal maintenance crews, along with the SIGNS. Removal costs shall be billed directly to the MUNICIPALITY by the COUNTY's Electrical Maintenance Contractor and MUNICIPALITY shall pay said bill.
- 2.5 The police officer placing the SIGNS in the open condition must also switch the controller from a "run" mode to a "flash" mode. When the power is restored, the police officer must open the police door on the controller cabinet and place the signal switch in the "flashing" position to allow the signal to flash red in all directions. The MUNICIPALITY must notify the COUNTY's Electrical Maintenance Contractor to switch the controller to normal operation when power is restored. When power is restored and the traffic signals have resumed normal operation, the MUNICIPALITY is responsible for returning and securing the SIGNS to the closed position.

3.0 RESPONSIBILITY OF THE MUNICIPALITY

- 3.1 The MUNICIPALITY is responsible for the entire cost of installing and maintaining the SIGNS.

- 3.2 The MUNICIPALITY will be responsible for the removal of the SIGNS if, in the opinion of the COUNTY, they are found to be the cause of operational problems or they are not used in compliance with this AGREEMENT. The MUNICIPALITY shall remove the SIGNS within 14 calendar days of notification by the COUNTY. If the MUNICIPALITY does not remove said SIGNS within that time, the COUNTY reserves the right to have its own forces remove the signs and bill the cost to the MUNICIPALITY. The MUNICIPALITY shall pay said bill.
- 3.3 The MUNICIPALITY will be responsible for the relocation of the SIGNS if the COUNTY determines that the proper placement, visibility, or accessibility of traffic signal equipment or other traffic control devices, including other signage, is inhibited by the placement of the SIGNS. The MUNICIPALITY shall remove the SIGNS within 14 calendar days of notification by the COUNTY and may relocate said SIGNS subject to the terms of this AGREEMENT. If the MUNICIPALITY does not remove said SIGNS within that time, the COUNTY reserves the right to have its own forces remove the sign and bill the cost to the MUNICIPALITY. The MUNICIPALITY shall pay said bill.

4.0 MAINTENANCE

- 4.1 Upon completion of the installation of the SIGNS, the MUNICIPALITY is responsible for future maintenance of the SIGNS installed on equipment under this AGREEMENT, including meeting all requirements set forth in the Manual on Uniform Traffic Control Devices.
- 4.2 The PARTIES hereto agree that this AGREEMENT only addresses the SIGNS; nothing in this AGREEMENT changes, alters or modifies existing jurisdiction or maintenance responsibilities for existing roadways, appurtenances, or traffic signals listed in Exhibit A.

5.0 INDEMNIFICATION

- 5.1 The MUNICIPALITY shall indemnify, hold harmless and defend the COUNTY its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees,

and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with the MUNICIPALITY, or its agents' negligent or willful acts, errors or omissions in its performance under this Agreement.

Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers and employees, at their sole cost and expense, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, any attorney representing the COUNTY, who is not already an Assistant State's Attorney, is to be appointed a Special Assistant State's Attorney, in accordance with applicable law. The COUNTY's participation in its defense shall not remove the MUNICIPALITY's duty to indemnify, defend, and hold the COUNTY harmless, as set forth above provided, however, that the MUNICIPALITY shall have the authority to direct the defense and to settle any claim, suit, demand, proceeding or action against the COUNTY for which the MUNICIPALITY would be required to indemnify the COUNTY hereunder subject to the approval of the State's Attorney to settle all claims. The State's Attorney shall not unreasonably withhold such approval. The COUNTY's participation in its defense shall not remove the MUNICIPALITY's duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.

The MUNICIPALITY'S indemnification of the COUNTY shall survive the termination, or expiration, of this Agreement. Neither PARTY waives, by these indemnity requirements, any defenses or protections under the Local Government and Governmental Employees Tort Liability Act (745 ILCS 10/1 et seq.) or otherwise available to them under the law.

6.0 NOTICES

- 6.1 Any notice required shall be deemed properly given to the PARTY to be notified at the time it is personally delivered or mailed by certified mail, return receipt requested, or sent by e-mail, to the PARTY's address. The address of each PARTY is as specified below. Either PARTY may change its address for receiving notices by

giving notices thereof in compliance with the terms of this subsection.

Municipality
Village of Hinsdale
19 E. Chicago Avenue
ATTN: Village Manager
Hinsdale, IL 60521
Phone: (630) 789-7000
Email: kgargano@villageofhinsdale.org

County of DuPage
Division of Transportation
421 N. County Farm Road
Wheaton, IL 60187
ATTN: Christopher C. Snyder, P.E.
Director of Transportation/County Engineer
Phone: (630) 407-6900
Email: christopher.snyder@dupageco.org

7.0 AMENDMENT OR MODIFICATION OF THIS AGREEMENT

- 7.1 No modification or amendment to this AGREEMENT shall be effective until approved by the PARTIES in writing.
- 7.2 If the modification to this AGREEMENT is solely to add additional locations to Exhibit A, the County Engineer is authorized to modify this AGREEMENT on behalf of the COUNTY to add the additional locations to Exhibit A.

8.0 NON-ASSIGNMENT

- 8.1 This AGREEMENT shall not be assigned by either PARTY without the written consent of the other PARTY, whose consent shall not be unreasonably withheld.

9.0 AUTHORITY TO EXECUTE/RELATIONSHIP

- 9.1 The PARTIES hereto have read and reviewed the terms of this AGREEMENT and by their signature as affixed below represent that the signing PARTY has the authority to execute this AGREEMENT and that the PARTIES intend to be bound by the terms and conditions contained herein.

9.2 This AGREEMENT shall not be deemed or construed to create an employment, joint venture, partnership or other agency relationship between the PARTIES.

10.0 GOVERNING LAW

10.1 This AGREEMENT shall be governed by the laws of the State of Illinois as to both interpretation and performance.

10.2 The forum for resolving any disputes concerning the parties' respective performance, or failure to perform, under this AGREEMENT, shall be the Judicial Circuit Court for DuPage County.

11.0 SEVERABILITY

11.1 In the event, any provision of this AGREEMENT is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT. The remainder of this AGREEMENT shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.

12.0 FORCE MAJEURE

12.1 Neither PARTY shall be liable for any delay or non-performance of their obligations caused by any contingency beyond their control including but not limited to Acts of God, war, civil unrest, strikes, walkouts, fires or natural disasters.

IN WITNESS whereof, the parties set their hands and seals as of the date first written above.

COUNTY OF DU PAGE

VILLAGE OF HINSDALE

By: _____

Christopher C. Snyder
DuPage County Director of
Transportation/County Engineer

Printed
Name: _____

Title: _____

ATTEST:

ATTEST:

Joan McAvoy
Transportation Coordinator

Printed
Name: _____

Title: _____



EXHIBIT A

- 55th STREET AND GARFIELD STREET
- 55th STREET AND GRANT STREET
- 55th STREET AND MADISON STREET




REQUEST FOR BOARD ACTION
Finance

AGENDA SECTION: Consent – ACA

SUBJECT: Accounts Payable-Warrant #1736

MEETING DATE: March 16, 2021

FROM: Alison Brothen, Interim Finance Director 

Recommended Motion

Approve payment of the accounts payable for the period of March 1, 2021 through March 12, 2021 in the aggregate amount of \$1,201,106.71 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 #1736 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 #1736

VILLAGE OF HINSDALE

ACCOUNTS PAYABLE WARRANT REGISTER #1736

FOR PERIOD March 1, 2021 through March 12, 2021

The attached Warrant Summary by Fund and Warrant Register listing TOTAL DISBURSEMENTS FOR ALL FUNDS of \$1,201,106.71 reviewed and approved by the below named officials.

APPROVED BY Alicia Botten DATE 3/11/21
INTERIM VILLAGE TREASURER/FINANCE DIRECTOR

APPROVED BY _____ DATE _____
VILLAGE MANAGER

APPROVED BY _____ DATE _____
VILLAGE TRUSTEE

Village of Hinsdale
#1736
Summary By Fund

Recap By Fund	Fund	Regular Checks	ACH/Wire Transfers	Total
General Fund	100	299,636.45	174,588.94	474,225.39
Capital Project Fund	400	44,452.88	-	44,452.88
Water & Sewer Operations	600	371,683.46	-	371,683.46
Escrow Funds	720	35,000.00	-	35,000.00
Payroll Revolving Fund	740	39,834.84	235,158.14	274,992.98
Library Operating Fund	900	752.00	-	752.00
Total		791,359.63	409,747.08	1,201,106.71

Village of Hinsdale
Schedule of Bank Wire Transfers and ACH Payments
1736

Payee/ Date	Description	Vendor Invoice	Invoice Amount
Electronic Federal Tax Payment Systems			
3/5/2021	Village Payroll #5 - Calendar 2021	FWH/FICA/Medicare	\$ 101,554.91
3/8/2021	Village Payroll #5 - Calendar 2021	FWH/FICA/Medicare	\$ 437.53
Illinois Department of Revenue			
3/5/2021	Village Payroll #5 - Calendar 2021	State Tax Withholding	\$ 20,850.59
3/8/2021	Village Payroll #5 - Calendar 2021	State Tax Withholding	\$ 124.42
ICMA - 457 Plans			
3/5/2021	Village Payroll #5 - Calendar 2021	Employee Withholding	\$ 33,203.71
3/8/2021	Village Payroll #5 - Calendar 2021	Employee Withholding	\$ 28.39
HSA PLAN CONTRIBUTION			
3/5/2021	Village Payroll #5 - Calendar 2021	Employer/Employee Withholding	\$ 1,300.00
Intergovernmental Personnel Benefit Cooperative		Employee Insurance	\$ 174,588.94
Illinois Municipal Retirement Fund		Employer/Employee	\$ 77,658.59
Total Bank Wire Transfers and ACH Payments			\$ 409,747.08



Warrant Register 1736

Invoice	Description	Invoice/Amount
AUDIO VISUAL SYSTEMS-AVS		
54802	BROADCAST EQUIP-MICROPHONE PROJ-VOB 3/16/20	7,760.00
54787	BROADCAST EQUIPMENT VOB 3/16/20	19,436.00
Check Date 3/3/2021 Total For Check # 108663		27,196.00
BADGER DAYLIGHTING CORP		
2146686	POTHOLING WORK RELATED TO PARKING DECK	5,558.54
Check Date 3/3/2021 Total For Check # 108664		5,558.54
COMED		
0427019145	CAMERA 989/TAFT RD	31.71
0651102260	PD CAMERA-701 E CHGO	32.03
0825110049	PD CAMERA-440 E ODGEN	30.30
Check Date 3/3/2021 Total For Check # 108665		94.04
CONSTELLATION NEWENERGY		
3106592	GAS BILLS 12/1-12/31/20	1,418.13
3106592	GAS BILLS 12/1-12/31/20	1,880.16
3106592	GAS BILLS 12/1-12/31/20	431.34
3106592	GAS BILLS 12/1-12/31/20	1,250.27
3106592	GAS BILLS 12/1-12/31/20	780.84
3106592	GAS BILLS 12/1-12/31/20	780.83
Check Date 3/3/2021 Total For Check # 108666		6,541.57
ORBIS SOLUTIONS		
5570925	EMERG AFTER HOURS SVC IT	712.50
5571128	EMERG AFTER HOURS SVC IT	1,462.50
Check Date 3/3/2021 Total For Check # 108667		2,175.00
AFLAC-FLEXONE		
8620	Payroll Run 1 - Warrant PR2105	846.65
Check Date 3/5/2021 Total For Check # 108668		846.65
COLONIAL LIFE PROPROCESSING		
8616	Payroll Run 1 - Warrant PR2105	92.36
Check Date 3/5/2021 Total For Check # 108669		92.36
ILLINOIS FRATERNAL ORDER		
8618	Payroll Run 1 - Warrant PR2105	864.00
Check Date 3/5/2021 Total For Check # 108670		864.00
NATIONWIDE RETIREMENT SOL		
8619	Payroll Run 1 - Warrant PR2105	200.00
Check Date 3/5/2021 Total For Check # 108671		200.00

**Warrant Register 1736**

Invoice	Description	Invoice/Amount
NATIONWIDE TRUST CO FSB		
8621	Payroll Run 1 - Warrant PR2105	37,316.67
	Check Date 3/5/2021 Total For Check # 108672	37,316.67
NCPERS GRP LIFE INS#3105		
8617	Payroll Run 1 - Warrant PR2105	256.00
	Check Date 3/5/2021 Total For Check # 108673	256.00
STATE DISBURSEMENT UNIT		
8622	Payroll Run 1 - Warrant PR2105	230.77
	Check Date 3/5/2021 Total For Check # 108674	230.77
NATIONWIDE TRUST CO FSB		
8680	Payroll Run 1 - Warrant PR215a	28.39
	Check Date 3/8/2021 Total For Check # 108675	28.39
BULLSEYE TELECOM		
39823693	PHONE CHARGES 2/26-3/25/21	403.47
39823693	PHONE CHARGES 2/26-3/25/21	77.43
39823693	PHONE CHARGES 2/26-3/25/21	72.80
39823693	PHONE CHARGES 2/26-3/25/21	150.22
39823693	PHONE CHARGES 2/26-3/25/21	48.78
39823693	PHONE CHARGES 2/26-3/25/21	732.15
39823693	PHONE CHARGES 2/26-3/25/21	77.43
39823693	PHONE CHARGES 2/26-3/25/21	72.80
39823693	PHONE CHARGES 2/26-3/25/21	291.19
39823693	PHONE CHARGES 2/26-3/25/21	72.80
39823693	PHONE CHARGES 2/26-3/25/21	643.31
	Check Date 3/9/2021 Total For Check # 108676	2,642.38
COEO SOLUTIONS		
104796	2/1-3/31/21 FIBER INTERNET CONNECTION	2,607.10
	Check Date 3/9/2021 Total For Check # 108677	2,607.10
CONSTELLATION NEWENERGY		
3127508	1/1-1/31/21 GAS BILLS	749.62
3127508	1/1-1/31/21 GAS BILLS	1,449.60
3127508	1/1-1/31/21 GAS BILLS	1,654.76
3127508	1/1-1/31/21 GAS BILLS	448.38
3127508	1/1-1/31/21 GAS BILLS	1,272.37
3127508	1/1-1/31/21 GAS BILLS	749.63
	Check Date 3/9/2021 Total For Check # 108678	6,324.36



Warrant Register 1736

Invoice	Description	Invoice/Amount
ILLINOIS ENVIRONMENTAL		
PROJ L17-4511	PRINCIPAL & INTEREST	11,220.08
PROJ L17-4511	PRINCIPAL & INTEREST	1,648.35
Check Date 3/9/2021 Total For Check # 108679		12,868.43
TOSHIBA FINANCIAL SERVICE		
436895239	MAR21 COPIER LEASE	269.12
436895239	MAR21 COPIER LEASE	-275.90
436895239	MAR21 COPIER LEASE	269.12
436895239	MAR21 COPIER LEASE	269.12
436895239	MAR21 COPIER LEASE	269.12
436895239	MAR21 COPIER LEASE	193.13
436895239	MAR21 COPIER LEASE	82.77
Check Date 3/9/2021 Total For Check # 108680		1,076.48
A & B LANDSCAPING		
2021-0078	CBD SIDEWALK SNOW REMOVAL/ALLEY PLOW	3,465.00
Check Date 3/12/2021 Total For Check # 108681		3,465.00
A BLOCK MARKETING INC		
lc00034029	WOOD CHIP DISPOSAL	30.00
Check Date 3/12/2021 Total For Check # 108682		30.00
ABBOTT RUBBER COMPANY INC		
5381244	PRETREAT TANK COUPLINGS FOR TRUCKS	73.42
Check Date 3/12/2021 Total For Check # 108683		73.42
AEP ENERGY		
3013129848-FEB21	53 VILLAGE PL-FEB21 ELEC	515.14
Check Date 3/12/2021 Total For Check # 108684		515.14
ALTORFER CAT		
P50C1150507	T84 PARTS	219.20
Check Date 3/12/2021 Total For Check # 108685		219.20
AMITA HEALTH		
022021	DRUG SCREENING-NEW HIRE	150.00
Check Date 3/12/2021 Total For Check # 108686		150.00
ATLAS BOBCAT LLC		
BI1017	COUPLERS/LIGHT/PARTS UNIT #91	301.58
BH9140	BOBCAT HYD FLUID	106.38
BI1009	BROOM HOSES/TAILLIGHT HARNESS #91	434.29
BH9139	REFUND FOR HYD FLUID RETURNED	-212.78
BI0575	EXTRA/BACKUP TENSIONER UNIT #91	251.22



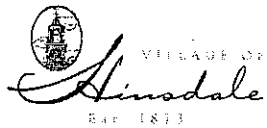
Warrant Register 1736

Invoice	Description	Invoice/Amount
BM2169	TENSIONER UNIT #91	250.60
BH7856	RETURNED LATCH UNIT #90	-31.88
Check Date 3/12/2021 Total For Check # 108687		1,099.41
AVOLIN, LLC		
5835853533465567	4GOV FINANCIAL SUITE - APRIL 2021	7,214.31
Check Date 3/12/2021 Total For Check # 108688		7,214.31
AXON ENTERPRISES, INC		
SI-1717495	TASER CARTRIDGES	836.00
Check Date 3/12/2021 Total For Check # 108689		836.00
BACKGROUNDS ONLINE		
528635	BACKGROUND CHECK	135.90
528423	BACKGROUND CHECK	67.95
Check Date 3/12/2021 Total For Check # 108690		203.85
BAGSPOT PET WASTE		
5704	POO BAGS FOR KLM DOGS	780.00
Check Date 3/12/2021 Total For Check # 108691		780.00
BANNERVILLE USA		
29912	EGGS-PLORATION POSTER	90.00
Check Date 3/12/2021 Total For Check # 108692		90.00
BEACON SSI INCORPORATED		
94625	MONTHLY FUEL SYSTEM INSPECT	175.00
95647	FEB MONTHLY FUEL SYS INSPECTION	125.00
Check Date 3/12/2021 Total For Check # 108693		300.00
CALL ONE		
376553	PHONE CHARGES 2/15-3/14/21	136.02
376553	PHONE CHARGES 2/15-3/14/21	305.18
376553	PHONE CHARGES 2/15-3/14/21	180.10
376553	PHONE CHARGES 2/15-3/14/21	216.50
376553	PHONE CHARGES 2/15-3/14/21	135.84
376553	PHONE CHARGES 2/15-3/14/21	157.19
Check Date 3/12/2021 Total For Check # 108694		1,130.83
CARGILL INCORPORATED		
2906056456	ROADWAY SALT VOB-2/2/21	855.87
2906017509	ROADWAY SALT VOB-2/2/21	5,047.39
2906020997	ROADWAY SALT VOB-2/2/21	3,113.44
2906017510	ROADWAY SALT VOB-2/2/21	1,016.54
Check Date 3/12/2021 Total For Check # 108695		10,033.24



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Invoice	Description	Invoice/Amount
CDW-GOVERNMENT INC.		
8091277	BOARDROOM MICROPHONES	1,858.96
	Check Date 3/12/2021 Total For Check # 108696	1,858.96
CDW-GOVERNMENT INC.		
7551294	3 LENOVO LAPTOPS	2,290.98
	Check Date 3/12/2021 Total For Check # 108697	2,290.98
CHICAGO METRO AGENCY PLAN		
FY2021-104	2021 LOCAL CONTRIBUTION	653.19
	Check Date 3/12/2021 Total For Check # 108698	653.19
CINTAS CORPORATION 769		
4077523697	MAT AND TOWEL SERVICE	21.39
4077523697	MAT AND TOWEL SERVICE	12.15
4077523697	MAT AND TOWEL SERVICE	46.07
4077523697	MAT AND TOWEL SERVICE	42.97
4077523697	MAT AND TOWEL SERVICE	22.85
4077523697	MAT AND TOWEL SERVICE	27.42
	Check Date 3/12/2021 Total For Check # 108699	172.85
COMCAST		
8771201110036781	POLICE 3/5-4/4/21	162.90
8771201110036807	KLM 3/5-4/4/21	108.35
8771201110037136	POOL 3/4-4/3/21	148.35
8771201110036815	WATER 3/5-4/4/21	148.35
8771201110036757	VILLAGE HALL 3/5-4/4/21	258.35
	Check Date 3/12/2021 Total For Check # 108700	826.30
COMED		
0015093062	57TH STREET	497.46
0075151076	ELEANOR PARK	755.97
0203017056	WARMING HOUSE/PADDLE HUT	523.08
0203065105	CHESTNUT PARKING	40.71
0381057101	CLOCK TOWER	24.70
0395122068	STREET LIGHTS	59.15
0417073048	314 SYMONDS DR	568.91
0471095066	FOUNTAIN	41.66
0499147045	BURLINGTON PARK	29.09
0639032045	ROBBINS PARK	19.91
0697168013	STREET LIGHTS	33.10



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Invoice	Description	Invoice/Amount
1107024145	LANDSCAPE LIGHTS 650	26.88
1993023010	RADIO EQUIPMENT FD	299.92
2378029015	WASHINGTON	50.49
2425068008	VEECK PARK	699.34
3454039030	VEECK PARK-WP	1,452.44
6583006139	BURLINGTON PARK	24.70
7011157008	NS CBQ RR	30.32
7011378007	PIERCE PARK	270.38
7011481018	WALNUT STREET	25.55
7093551008	KLM LODGE 80/20	787.95
7093551008	KLM LODGE 80/20	196.99
7261620005	SAFETY TOWN	20.88
8521083007	ROBBINS PARK	659.54
8521342001	TRAIN STATION	534.45
8521400008	WATER PLANT	35.87
Check Date 3/12/2021 Total For Check # 108701		7,709.44
COMED		
8605174005	BROOK PARK	368.05
8605437007	POOL	656.99
8689206002	ELEANOR PARK	33.81
8689480008	STOUGH PARK	19.91
8689640004	BURNS FIELD	26.32
Check Date 3/12/2021 Total For Check # 108702		1,105.08
COMPASS MINERALS AMERICA		
769793	ROADWAY SALT VOB-2/2/21	3,382.31
757756	ROADWAY SALT VOB-2/2/21	8,577.87
774483	ROADWAY SALT VOB-2/2/21	1,771.07
771222	ROADWAY SALT VOB-2/2/21	5,510.35
773219	ROADWAY SALT VOB-2/2/21	7,233.55
Check Date 3/12/2021 Total For Check # 108703		26,475.15
CONSTELLATION NEWENERGY		
19477103501	908 ELM 1/20-2/18/21	622.28
19477191101	TRANSFORMER 1/20 TO 2/18/21	2,025.00
Check Date 3/12/2021 Total For Check # 108704		2,647.28
CORE & MAIN LP		
N629315	SEWER PIPE	838.58
N686221	TAPPING BRASS/REPAIR CLAMPS	1,233.80



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Invoice	Description	Invoice/Amount
N714666	STANLEY PUMP REPAIR KIT	137.00
	Check Date 3/12/2021 Total For Check # 108705	2,209.38
COURTNEYS SAFETY LANE		
3015959	M84 SAFETY INSPECTION	40.50
3016175	M85 SAFETY INSPECTION	44.00
	Check Date 3/12/2021 Total For Check # 108706	84.50
DAILY HERALD PADDOCK PUB		
170906	BIDS CONSTRUCTION & POOL	563.50
170906	BIDS CONSTRUCTION & POOL	140.30
	Check Date 3/12/2021 Total For Check # 108707	703.80
DUPAGE WATER COMMISSION		
01-1200-00-FEB21	WATER CHARGES 1/31-2/28/21	336,200.62
	Check Date 3/12/2021 Total For Check # 108708	336,200.62
EXCELL FASTENER SOLUTIONS		
26736	SNOW PLOW BLADE HARDWARE	55.95
	Check Date 3/12/2021 Total For Check # 108709	55.95
FACTORY MOTOR PARTS CO		
50-3235364	DEF FLUID	237.84
	Check Date 3/12/2021 Total For Check # 108710	237.84
FCWRD		
008919-000 FEB21	SEWER-FEB21	80.72
	Check Date 3/12/2021 Total For Check # 108711	80.72
FIRST COMMUNICATIONS, LLC		
121065563	PHONE SVC 1/23-2/22/21	604.57
121065563	PHONE SVC 1/23-2/22/21	274.54
121065563	PHONE SVC 1/23-2/22/21	94.18
121065563	PHONE SVC 1/23-2/22/21	198.58
121065563	PHONE SVC 1/23-2/22/21	54.75
121065563	PHONE SVC 1/23-2/22/21	381.19
121065563	PHONE SVC 1/23-2/22/21	163.36
121223563	FEB21 PHONE CHARGES	605.23
121223563	FEB21 PHONE CHARGES	274.54
121223563	FEB21 PHONE CHARGES	94.18
121223563	FEB21 PHONE CHARGES	198.58
121223563	FEB21 PHONE CHARGES	54.75
121223563	FEB21 PHONE CHARGES	381.19



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Invoice	Description	Invoice/Amount
121223563	FEB21 PHONE CHARGES	163.36
	Check Date 3/12/2021 Total For Check # 108712	3,543.00
FREEWAY FORD TRUCK SALES		
140309	M84 ALIGNMENT	219.00
	Check Date 3/12/2021 Total For Check # 108713	219.00
FULLERS HOME & HARDWARE		
FEB20201	FEB21 MISC HARDWARE	4.49
FEB20201	FEB21 MISC HARDWARE	8.09
FEB20201	FEB21 MISC HARDWARE	26.98
FEB20201	FEB21 MISC HARDWARE	5.39
FEB20201	FEB21 MISC HARDWARE	19.78
	Check Date 3/12/2021 Total For Check # 108714	64.73
GALLS		
017631019	UNIFORMS	13.35
	Check Date 3/12/2021 Total For Check # 108715	13.35
GLAGOLA, ELLEN KAY		
P21-9299	PLUMBING PERMIT REIMBURSEMENT	111.54
26203	CASH BOND REIMBURSEMENT #26203	500.00
1184	SVC REPLACEMENT FROM HOUSE TO B-BOX	2,000.00
25574	THOMPSON PLUMBING REIMBURSEMENT	250.00
1185	REPLACE SVC LINER FROM B-BOX TO WATER MAIN REIMB	4,800.00
	Check Date 3/12/2021 Total For Check # 108716	7,661.54
GOVTEMPS USA, LLC		
3675934	NOBLE HOURS FOR WEEKS ENDING 1/31,2/7	980.00
3675931	CASTELLANOS HOURS WEEKS ENDING 1/31,2/7	788.20
3675933	PARCH HOURS WEEKS ENDING 1/31,2/7	4,368.00
3675932	MCLAUGHLIN HOURS FOR WEEKS ENDING 1/31,2/7	7,511.90
	Check Date 3/12/2021 Total For Check # 108717	13,648.10
GRANICUS		
137261	3/11-6/10/21 MTG WEB LIVESTREAMING SVC	1,230.00
	Check Date 3/12/2021 Total For Check # 108718	1,230.00
IGFOA		
2021	2021 MEMBERSHIP RENEWALS BROTHEN, MARRO, HENN	450.00
	Check Date 3/12/2021 Total For Check # 108719	450.00



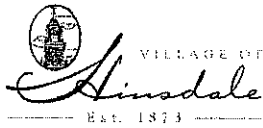
Warrant Register 1736

Invoice	Description	Invoice/Amount
IL ASSOC OF PARK DISTRICT		
DUES2021	YEARLY MEMBERSHIP RENEWAL	663.56
	Check Date 3/12/2021 Total For Check # 108720	663.56
ILLCO, INC.		
2519605	PARTS-181 KLM	114.47
	Check Date 3/12/2021 Total For Check # 108721	114.47
INTERSTATE BATTERY SYSTEM		
295418	2 BATTERIES	119.95
295418	2 BATTERIES	119.95
	Check Date 3/12/2021 Total For Check # 108722	239.90
J.G. UNIFORMS		
81933	VEST COVER	145.00
	Check Date 3/12/2021 Total For Check # 108723	145.00
JAMES J BENES & ASSOC INC		
PAYMENT #20	3RD PARTY REVIEWS	1,600.00
PAYMENT #1	FY21 3RD PARTY REVIEWS	5,000.00
	Check Date 3/12/2021 Total For Check # 108724	6,600.00
KATHLEEN W BONO CSR		
8615	PUBLIC HEARINGS	423.53
8615	PUBLIC HEARINGS	196.73
8615	PUBLIC HEARINGS	234.54
	Check Date 3/12/2021 Total For Check # 108725	854.80
KLEIN, THORPE, JENKINS LTD		
216026-216032	LEGAL FEES THRU 1/31/21	17,861.33
	Check Date 3/12/2021 Total For Check # 108726	17,861.33
LANGUAGE IN ACTION INC		
313027-A	JAN21 ZOOM SPANISH CLASS ADULTS	60.00
	Check Date 3/12/2021 Total For Check # 108727	60.00
LAUTERBACH & AMEN, LLP		
52730	JAN21 ACCOUNTING SVCS	6,933.33
	Check Date 3/12/2021 Total For Check # 108728	6,933.33
LINCHPIN SEO		
16231	KLM MARKETING MARCH 2021	400.00
	Check Date 3/12/2021 Total For Check # 108729	400.00



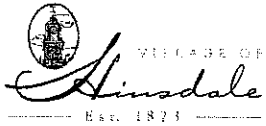
Warrant Register 1736

Invoice	Description	Invoice/Amount
LINDCO EQUIPMENT SALES IN		
210324P	SCHMIDT PLOW BLADES FOR PLOWS	1,171.62
210327P	PLOW BLADES & GLIDE SHOES	3,498.16
Check Date 3/12/2021 Total For Check # 108730		4,669.78
MARATHON SPORTSWEAR		
54446	VILLAGE EMPLOYEE LOGO WEAR	475.99
Check Date 3/12/2021 Total For Check # 108731		475.99
MENARDS		
68124	REPAIR KNIFE/PAINT FOR PLOW	9.98
68124	REPAIR KNIFE/PAINT FOR PLOW	17.61
65244	TAPE/STORAGE BAGS	8.96
65953	PIPE CONNECTORS	44.07
67496	BUILDING REPAIR-BACKER ROD	12.87
68324	BUILDING HEATERS	248.38
69349	TRAILER REPAIR	93.64
68537	BLEACH	15.96
Check Date 3/12/2021 Total For Check # 108732		451.47
MICHAEL TODD & CO INC		
200193	PLOW BLADE PARTS & POLY SECTION	578.95
Check Date 3/12/2021 Total For Check # 108733		578.95
MIDWEST TIME RECORDER		
176788	TIME CLOCK SVC PUB WORKS DEC20	94.60
Check Date 3/12/2021 Total For Check # 108734		94.60
MOTION SOURCE, INC		
2911	KLM BUSINESS CARDS	55.00
Check Date 3/12/2021 Total For Check # 108735		55.00
MOTOROLA SOLUTIONS		
5419220201209	STARCOM RADIO USAGE	306.00
Check Date 3/12/2021 Total For Check # 108736		306.00
NAPA AUTO PARTS		
4343-705087	SPREADER LIGHT	24.98
4343-703793	BREAK GREASE	46.93
4343-702662	TRANS FLUID UNIT #4	143.52
4343-702646	OIL & AIR FILTERS	83.66
4343-702646	OIL & AIR FILTERS	76.66
4343-702646	OIL & AIR FILTERS	36.79
4343-702646	OIL & AIR FILTERS	66.35



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Invoice	Description	Invoice/Amount
4343-702646	OIL & AIR FILTERS	52.86
4343-702646	OIL & AIR FILTERS	31.43
Check Date 3/12/2021 Total For Check # 108737		563.18
NEENAH FOUNDRY CO		
401458	GRATE - TYPE A 35B	2,051.00
Check Date 3/12/2021 Total For Check # 108738		2,051.00
NELS J JOHNSON TREE EXPT		
1321611	PARKWAY TREE PRUNING	7,103.75
1321631	PARKWAY TREE PRUNING MAR21	4,509.00
Check Date 3/12/2021 Total For Check # 108739		11,612.75
NEW PIG		
23254899-00	HAZMAT SUPPLIES	746.75
Check Date 3/12/2021 Total For Check # 108740		746.75
NICOR GAS		
13270110003	350 N VINE-1/18-2/26/21	768.50
38466010006	121 SYMONDS 1/15-2/16/21 (1/2 POLICE 1/2 FIRE)	63.83
38466010006	121 SYMONDS 1/15-2/16/21 (1/2 POLICE 1/2 FIRE)	63.82
90077900000	YOUTH CENTER 1/17-2/16/21	429.30
12952110000	5905 S COUNTY LINE 1/19-2/17/21	367.36
06677356575	PLATFORM TENNIS 1/19-2/17/21	2,502.02
Check Date 3/12/2021 Total For Check # 108741		4,194.83
NORMANDY CONSTRUCTION		
P19-8446	REF PERMIT/11 SALT CREEK LANE	1,112.14
P19-8446	REF PERMIT/11 SALT CREEK LANE	18,580.00
P19-8446	REF PERMIT/11 SALT CREEK LANE	1,945.65
26058	CONT BD-423 S BRUNER #26058	2,000.00
Check Date 3/12/2021 Total For Check # 108742		23,637.79
NORTH EAST MULTI-REGIONAL		
280067	BREATH ANALYSIS FOR ALCOHOL TRAINING COURSE	125.00
Check Date 3/12/2021 Total For Check # 108743		125.00
NUCO2 INC		
65612262	CO2 TANK LEASE	100.63
Check Date 3/12/2021 Total For Check # 108744		100.63
O'LEARY'S CONTRACTORS EQUIP & SUPPLY		
369560	PPE HARD HAT	23.00
Check Date 3/12/2021 Total For Check # 108745		23.00



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Invoice	Description	Invoice/Amount
ONE STEP		
168480	RIBBON POLICY POSTCARDS	212.22
	Check Date 3/12/2021 Total For Check # 108746	212.22
ALDEN, KRIS		
0302046	CLOSED ACCOUNT-BALANCE	28.49
	Check Date 3/12/2021 Total For Check # 108747	28.49
BESIO, GREGORY		
26148	CONT BD-425 S PARK AVE #26148	500.00
	Check Date 3/12/2021 Total For Check # 108748	500.00
BROTHERS ASPHALT PAVING, INC		
34875	QC PLAN COST	250.00
	Check Date 3/12/2021 Total For Check # 108749	250.00
BUILDERS PAVING LLC		
26107	CONT BD-123 N WASHINGTON #26107	500.00
	Check Date 3/12/2021 Total For Check # 108750	500.00
CLARION CONSTRUCTION INC		
25619	CONT BD-11 SALT CREEK #200 & #300 #25619	10,000.00
	Check Date 3/12/2021 Total For Check # 108751	10,000.00
DMH SURGICAL INC		
26019	CONT BD-327 E NINTH-KITCHEN #26019	1,000.00
	Check Date 3/12/2021 Total For Check # 108752	1,000.00
DMH SURGICAL INC		
26012	CONT BD-327 E NINTH ST #26012	1,000.00
	Check Date 3/12/2021 Total For Check # 108753	1,000.00
DUFF, JAMIESON		
26032	CONT BD-736 S VINE #26032	10,000.00
	Check Date 3/12/2021 Total For Check # 108754	10,000.00
LO, LEU WEI		
3116184	OVERPAID FINAL BILL	27.52
	Check Date 3/12/2021 Total For Check # 108755	27.52
NOLAN, ANDREW		
219578	TOT TRACK AND FIELD CANCELLED	108.00
	Check Date 3/12/2021 Total For Check # 108756	108.00



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Invoice	Description	Invoice/Amount
PRAME, THOMAS MARK & AMY MARIE		
25655	CONT BD-318 S GARFIELD #25655	10,000.00
	Check Date 3/12/2021 Total For Check # 108757	10,000.00
VILLAGE OF PLAINFIELD		
021320	INTL BLDG CODE WORKSHOP FEE	60.00
	Check Date 3/12/2021 Total For Check # 108758	60.00
ORBIS SOLUTIONS		
5571209	MONTHLY IT SUPPORT & EMERG AFTER HOURS-VOB 3/16/20	14,511.50
	Check Date 3/12/2021 Total For Check # 108759	14,511.50
PHENEGAR, WES		
021121	UNIFORM ALLOW	443.78
	Check Date 3/12/2021 Total For Check # 108760	443.78
PORTER LEE CORPORATION		
24973	EVIDENCE/BEAST SUPPLIES	123.61
	Check Date 3/12/2021 Total For Check # 108761	123.61
PRAXAIR DISTRIBUTION, INC		
61923347	CYLINDER RENTAL	123.31
	Check Date 3/12/2021 Total For Check # 108762	123.31
PRI MANAGEMENT GROUP		
11616	TRAINING COURSE	250.00
	Check Date 3/12/2021 Total For Check # 108763	250.00
QUADIENT INC		
16306399	SURE SEAL FOR MAIL MACHINE	32.93
	Check Date 3/12/2021 Total For Check # 108764	32.93
RAY O'HERRON CO INC		
2093288-IN	DC BADGES	426.69
2091992-IN	SANGHERA JOB SHIRT	77.00
2091594-IN	SANGHERA UNIFORM NAME PLATE	21.90
	Check Date 3/12/2021 Total For Check # 108765	525.59
REGIONAL TRUCK EQUIPMENT		
227048	SNOW PLOW DEFLECTOR KIT UNIT #42	263.50
	Check Date 3/12/2021 Total For Check # 108766	263.50
RELIABLE FIRE & SECURITY		
38013	RECERTIFY EXTINGUISHERS	329.15
38113	KLM LODGE KITCHEN INSPECT	160.25



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Invoice	Description	Invoice/Amount
	Check Date 3/12/2021 Total For Check # 108767	489.40
REMPE-SHARPE & ASSOCIATES INC		
27815	S GARFIELD RECONSTRUCT DESIGN VOB 12/8/20	11,750.50
27813	2021 MAINTENANCE PROJ-VOB 2/4/20	1,547.75
27814	2021 8TH ST RECONSTRUCT DESIGN VOB 11/17/20	24,782.59
	Check Date 3/12/2021 Total For Check # 108768	38,080.84
RUSULIS, SAFIA		
1-349566	RUSULIS UNIFORM PANTS	144.89
	Check Date 3/12/2021 Total For Check # 108769	144.89
SAFETY-KLEEN SYSTEMS, INC		
85039178	PARTS CLEANER/WASTE OIL	179.31
	Check Date 3/12/2021 Total For Check # 108770	179.31
SOS TECHNOLOGIES		
75402	NEW AEDS	15,752.92
	Check Date 3/12/2021 Total For Check # 108771	15,752.92
SPORTSKIDS INC		
459519	2021 WINTER SESSION 1	201.60
	Check Date 3/12/2021 Total For Check # 108772	201.60
SPRINT		
977740515-229	PHONE CHARGES 1/24-2/23/21	81.33
977740515-229	PHONE CHARGES 1/24-2/23/21	81.33
977740515-229	PHONE CHARGES 1/24-2/23/21	366.00
977740515-229	PHONE CHARGES 1/24-2/23/21	81.34
977740515-229	PHONE CHARGES 1/24-2/23/21	325.34
977740515-229	PHONE CHARGES 1/24-2/23/21	40.67
977740515-229	PHONE CHARGES 1/24-2/23/21	81.33
977740515-229	PHONE CHARGES 1/24-2/23/21	40.67
977740515-229	PHONE CHARGES 1/24-2/23/21	81.33
977740515-229	PHONE CHARGES 1/24-2/23/21	162.67
977740515-229	PHONE CHARGES 1/24-2/23/21	203.34
977740515-229	PHONE CHARGES 1/24-2/23/21	40.67
977740515-229	PHONE CHARGES 1/24-2/23/21	569.34
	Check Date 3/12/2021 Total For Check # 108773	2,155.36
STERLING CODIFIERS INC		
6314	2021 SUPPLEMENT EDITING ORDS	188.00
	Check Date 3/12/2021 Total For Check # 108774	188.00



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Invoice	Description	Invoice/Amount
SUBURBAN BUILDING		
022521	SBOC SPRING SCHOOL	1,190.00
	Check Date 3/12/2021 Total For Check # 108775	1,190.00
SUBURBAN TREE CONSORTIUM		
0007042-IN	TREE FOR PLANTING	218.00
	Check Date 3/12/2021 Total For Check # 108776	218.00
TELCOM INNOVATIONS GROUP		
A56542	PHONE SYSTEM WORK	65.00
	Check Date 3/12/2021 Total For Check # 108777	65.00
TERRACE SUPPLY CO		
70491376	PARTS FOR WELDER	24.29
	Check Date 3/12/2021 Total For Check # 108778	24.29
THE HINSDALEAN		
8798	#A-02-21	850.50
35990	HINSDALE LOVES YOU AD	695.00
35991	POOL HELP WANTED AD	380.00
	Check Date 3/12/2021 Total For Check # 108779	1,925.50
THIRD MILLENIUM		
25896	MONTHLY FEE MAR, APR, MAY	457.20
25904	VEHICLE STICKER APPS & MAILING	6,255.62
	Check Date 3/12/2021 Total For Check # 108780	6,712.82
TPI BLDG CODE CONSULTANT		
202102	FEB21 3RD PARTY PLUMBING INSPECT	1,550.00
	Check Date 3/12/2021 Total For Check # 108781	1,550.00
TRESSLER, LLP		
427317	PROF FEES THRU 2/28/21 #011269-00010	48.00
427471	PROF FEES THRU 2/28/21 #011269-00002	4,742.00
	Check Date 3/12/2021 Total For Check # 108782	4,790.00
TRUSTWORTHY CLEANING		
25	LODGE CLEANING-FEB21	1,890.00
	Check Date 3/12/2021 Total For Check # 108783	1,890.00
TYLER TECHNOLOGIES, INC		
045-331521	SAAS CONTRACT IMPLEMENTATION-MAIR	2,560.00
045-332088	SAAS CONTRACT IMPLEMENT-MAIR & SURRELL	3,840.00
	Check Date 3/12/2021 Total For Check # 108784	6,400.00



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Invoice	Description	Invoice/Amount
UNIVERISTY OF ILLINOIS		
UFIW1176	LORUSSO EMS ONLINE CONTINUING EDUCATION	10.00
	Check Date 3/12/2021 Total For Check # 108785	10.00
VANNORSDEL, DAVID		
FEB-21	ERP PROJECT MANAGEMENT VOB 2/2/21	8,000.00
FEB-21	ERP PROJECT MANAGEMENT VOB 2/2/21	4,000.00
	Check Date 3/12/2021 Total For Check # 108786	12,000.00
VERIZON WIRELESS		
9873995509	IPADS/MODEMS 1/24-2/23/21	110.66
9873995509	IPADS/MODEMS 1/24-2/23/21	36.89
9873995509	IPADS/MODEMS 1/24-2/23/21	110.66
9873995509	IPADS/MODEMS 1/24-2/23/21	332.03
	Check Date 3/12/2021 Total For Check # 108787	590.24
VILLAGE TRUE VALUE HDWE		
242242	VH POWER STRIPS FOR OFFICE	43.17
	Check Date 3/12/2021 Total For Check # 108788	43.17
VIRTUAL COMPUTING SYSTEMS INC		
22402-1	SERVER MAINT AGREEMENT	2,748.00
	Check Date 3/12/2021 Total For Check # 108789	2,748.00
WAREHOUSE DIRECT INC		
4903004-0	4" LEGAL HANGING FOLDERS	285.72
4903836-0	OFFICE & BREAKROOM SUPPLIES	62.56
4903836-0	OFFICE & BREAKROOM SUPPLIES	347.50
4903836-0	OFFICE & BREAKROOM SUPPLIES	347.50
4903836-0	OFFICE & BREAKROOM SUPPLIES	56.06
4903836-0	OFFICE & BREAKROOM SUPPLIES	62.56
4903957-0	TONER	85.08
	Check Date 3/12/2021 Total For Check # 108790	1,246.98
WARREN OIL COMPANY		
W1371147	2/10-2/17/21 DIESEL FUEL	152.14
W1371147	2/10-2/17/21 DIESEL FUEL	89.92
W1371147	2/10-2/17/21 DIESEL FUEL	300.00
W1371147	2/10-2/17/21 DIESEL FUEL	3,480.03
W1371147	2/10-2/17/21 DIESEL FUEL	133.23
	Check Date 3/12/2021 Total For Check # 108791	4,155.32

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Invoice	Description	Invoice/Amount
WELD ALL		
INV #1	WELD REPAIRS #92 BED/DUMP FRAME EMERG	1,093.00
	Check Date 3/12/2021 Total For Check # 108792	1,093.00
WEX BANK		
70544372	JAN21 DIESEL FUEL	321.76
70544372	JAN21 DIESEL FUEL	114.18
70544372	JAN21 DIESEL FUEL	36.55
70544372	JAN21 DIESEL FUEL	1,316.78
70544372	JAN21 DIESEL FUEL	588.62
70544372	JAN21 DIESEL FUEL	-91.03
70544372	JAN21 DIESEL FUEL	28.44
70544372	JAN21 DIESEL FUEL	352.35
70544372	JAN21 DIESEL FUEL	2,972.51
70544372	JAN21 DIESEL FUEL	1,286.43
	Check Date 3/12/2021 Total For Check # 108793	6,926.59
WILLIAMS ASSOC ARCHITECTS		
0020221	PARTIAL PAYMENT/POOL ARCHITECT-BID CREATION	748.69
	Check Date 3/12/2021 Total For Check # 108794	748.69
WILLOWBROOK FORD INC		
5149935	MIRROR & BUMPER REPAIR	495.95
5149935	MIRROR & BUMPER REPAIR	178.71
6339123/1	REMOTE START/LILLIE	537.22
6343703/1	VEHICLE REPAIR	112.87
6344044/1	VEHICLE REPAIR	352.50
	Check Date 3/12/2021 Total For Check # 108795	1,677.25
IL DEPT EMPLOY SECURITY		
11733980889	UNEMPLOYMENT INSURANCE	752.00
11733980889	UNEMPLOYMENT INSURANCE	690.00
	Check Date 3/11/2021 Total For Check # 108796	1,442.00
	Total For ALL Checks	791,359.63



Warrant Summary by Fund:

RECAP BY FUND	FUND NUMBER	FUND TOTAL
GENERAL FUND	100	299,636.45
CAPITAL PROJECTS FUND	400	44,452.88
WATER & SEWER OPERATIONS FUND	600	371,683.46
ESCROW FUND	720	35,000.00
PAYROLL REVOLVING FUND	740	39,834.84
LIBRARY OPERATIONS	900	752.00
	TOTALS:	791,359.63

END OF REPORT

REQUEST FOR BOARD ACTION
Public Services & Engineering

AGENDA SECTION: Consent Agenda - EPS

SUBJECT: Hinsdale Parking Deck – Snow Removal Contract

MEETING DATE: March 16, 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

The Public Services Department is recommending the Village Board approve authorization to exceed \$20,000 for snow removal services to Beverly Companies for the Hinsdale Community Parking Deck.

Documents Attached

None

Administration

AGENDA SECTION: Consent Agenda – EPS

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

MEETING DATE: March 16, 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

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

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: Consent Agenda - ZPS
SUBJECT: Ordinance Amending Sections 6-12-3 ("Schedule III; Stop Intersections") of the Village Code of Hinsdale
MEETING DATE: March 16, 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

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

At their meeting of March 2, 2021, the Board agreed to move this item to the consent agenda of their next meeting.

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
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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



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 16, 2021
FROM: Bradley Bloom, Assistant Village Manager/Director of Public Safety

Recommended Motion

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

Background

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

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

Attached are the authorizing resolution and the 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

VILLAGE OF HINSDALE

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)

**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, modified or its term extended beyond seven (7) years without the express written approval of the Village. HPTA shall in addition ensure that the Village is copied on all notices and correspondence between HPTA and its lender related to the Private Loan, its repayment and its terms.

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 16, 2021
FROM: Bradley Bloom, Assistant Village Manager/Director of Public Safety

Recommended Motion

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

Background

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

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

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

Discussion & Recommendation

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

Budget Impact

None

Village Board and/or Committee Action

Trustee Hughes requested that specific loan terms be added to the Guarantee of Loan documents. The documents have been updated to reflect those changes. In addition, the Guarantee of Loan documents has been amended to include the bank as a signatory. The Bank Loan documents are also included for your review.

Documents Attached

1. Ordinance
2. Exhibit A Guarantee of Loan
3. Exhibit B Governmental Certificate
4. Exhibit C Bank Loan documents

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)

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").

WITNESSETH:

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. Lender acknowledges and warrants that 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.

NOTICE TO GUARANTOR; GUARANTOR APPROVALS. Lender shall send a copy of all notices and correspondence between Lender and Borrower related to the Note and Indebtedness, other than monthly invoices, to Guarantor at the address specified below.

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

THE UNDERSIGNED, ON BEHALF OF LENDER, ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS GUARANTY AND HAS EXECUTED BELOW FOR THE LIMITED PURPOSE OF ACKNOWLEDGING AND AGREEING TO LENDERS OBLIGATIONS SET FORTH IN THE SECTIONS ENTITLED **“NO REFINANCING, TERM MODIFICATION OR EXTENSION WITHOUT GUARANTOR APPROVAL”** AND **“NOTICE TO GUARANTOR; GUARANTOR APPROVALS.”**

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

HINSDALE BANK & TRUST COMPANY, N.A.
an Illinois banking corporation

By: _____

Its: _____

Date: _____

ATTEST:

By: _____

Its: _____

EXHIBIT A

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

(ATTACHED)

EXHIBIT B

COPY OF GOVERNMENTAL CERTIFICATE

(ATTACHED)

GOVERNMENTAL CERTIFICATE

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

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

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

I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT:

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

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

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

NAMES	TITLES
Thomas Cauley	Village President

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

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__

CORPORATE RESOLUTION TO BORROW / GRANT COLLATERAL

Corporation: Hinsdale Platform Tennis Association
5901 S. County Line Road
Hinsdale, IL 60521

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

WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT:

THE CORPORATION'S EXISTENCE. The complete and correct name of the Corporation is Hinsdale Platform Tennis Association ("Corporation"). The Corporation is a non-profit corporation which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws of the State of Illinois. The Corporation is duly authorized to transact business in all other states in which the Corporation is doing business, having obtained all necessary filings, governmental licenses and approvals for each state in which the Corporation is doing business. Specifically, the Corporation is, and at all times shall be, duly qualified as a foreign corporation in all states in which the failure to so qualify would have a material adverse effect on its business or financial condition. The Corporation has the full power and authority to own its properties and to transact the business in which it is presently engaged or presently proposes to engage. The Corporation maintains an office at 5901 S. County Line Road, Hinsdale, IL 60521. Unless the Corporation has designated otherwise in writing, the principal office is the office at which the Corporation keeps its books and records. The Corporation will notify Lender prior to any change in the location of the Corporation's state of organization or any change in the Corporation's name. The Corporation shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to the Corporation and the Corporation's business activities.

RESOLUTIONS ADOPTED. At a meeting of the Directors of the Corporation, or if the Corporation is a close corporation having no Board of Directors then at a meeting of the Corporation's shareholders, duly called and held on _____, at which a quorum was present and voting, or by other duly authorized action in lieu of a meeting, the resolutions set forth in this Resolution were adopted.

OFFICER. The following named person is an officer of Hinsdale Platform Tennis Association:

NAMES	TITLES	AUTHORIZED	ACTUAL SIGNATURES
Authorized Signer		Y X	

ACTIONS AUTHORIZED. The authorized person listed above may enter into any agreements of any nature with Lender, and those agreements will bind the Corporation. Specifically, but without limitation, the authorized person is authorized, empowered, and directed to do the following for and on behalf of the Corporation:

Borrow Money. To borrow, as a cosigner or otherwise, from time to time from Lender, on such terms as may be agreed upon between the Corporation and Lender, such sum or sums of money as in his or her judgment should be borrowed, without limitation.

Execute Notes. To execute and deliver to Lender the promissory note or notes, or other evidence of the Corporation's credit accommodations, on Lender's forms, at such rates of interest and on such terms as may be agreed upon, evidencing the sums of money so borrowed or any of the Corporation's indebtedness to Lender; and also to execute and deliver to Lender one or more renewals, extensions, modifications, refinancings, consolidations, or substitutions for one or more of the notes, any portion of the notes, or any other evidence of credit accommodations.

Grant Security. To mortgage, pledge, transfer, endorse, hypothecate, or otherwise encumber and deliver to Lender any property now or hereafter belonging to the Corporation or in which the Corporation now or hereafter may have an interest, including without limitation all of the Corporation's real property and all of the Corporation's personal property (tangible or intangible), as security for the payment of any loans or credit accommodations so obtained, any promissory notes so executed (including any amendments to or modifications, renewals, and extensions of such promissory notes), or any other or further indebtedness of the Corporation to Lender at any time owing, however the same may be evidenced. Such property may be mortgaged, pledged, transferred, endorsed, hypothecated or encumbered at the time such loans are obtained or such indebtedness is incurred, or at any other time or times, and may be either in addition to or in lieu of any property theretofore mortgaged, pledged, transferred, endorsed, hypothecated or encumbered.

Execute Security Documents. To execute and deliver to Lender the forms of mortgage, deed of trust, pledge agreement, hypothecation agreement, and other security agreements and financing statements which Lender may require and which shall evidence the terms and conditions under and pursuant to which such liens and encumbrances, or any of them, are given; and also to execute and deliver to Lender any other written instruments, any chattel paper, or any other collateral, of any kind or nature, which Lender may deem necessary or proper in connection with or pertaining to the giving of the liens and encumbrances.

Negotiate Items. To draw, endorse, and discount with Lender all drafts, trade acceptances, promissory notes, or other evidences of indebtedness payable to or belonging to the Corporation or in which the Corporation may have an interest, and either to receive cash for the same or to cause such proceeds to be credited to the Corporation's account with Lender, or to cause such other disposition of the proceeds derived therefrom as he or she may deem advisable.

Further Acts. In the case of lines of credit, to designate additional or alternate individuals as being authorized to request advances under such lines, and in all cases, to do and perform such other acts and things, to pay any and all fees and costs, and to execute and deliver such other documents and agreements, including agreements waiving the right to a trial by jury and confessing judgment against the Corporation, as the officer may in his or her discretion deem reasonably necessary or proper in order to carry into effect the provisions of this Resolution.

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

NOTICES TO LENDER. The Corporation 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 Corporation's name; (B) change in the Corporation's assumed business name(s); (C) change in the management of the Corporation; (D) change in the authorized signer(s); (E) change in the Corporation's principal office address; (F) change in the Corporation's state of organization; (G) conversion of the Corporation to a new or different type of business entity; or (H) change in any other aspect of the Corporation that directly or indirectly relates to any agreements between the Corporation and Lender. No change in the Corporation's name or state of organization will take effect until after Lender has received notice.

CERTIFICATION CONCERNING OFFICERS AND RESOLUTIONS. The officer named above is duly elected, appointed, or employed by or for the Corporation, as the case may be, and occupies the position set opposite his or her respective name. This Resolution now stands of record on the books of the Corporation, is in full force and effect, and has not been modified or revoked in any manner whatsoever.

NO CORPORATE SEAL. The Corporation has no corporate seal, and therefore, no seal is affixed to this Resolution.

**CORPORATE RESOLUTION TO BORROW / GRANT COLLATERAL
(Continued)**

Loan No: 810001094-1

Page 2

CONTINUING VALIDITY. Any and all acts authorized pursuant to this Resolution and performed prior to the passage of this Resolution are hereby ratified and approved. This Resolution 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 Corporation's agreements or commitments in effect at the time notice is given.

IN TESTIMONY WHEREOF, we have hereunto set our hand and attest that the signature set opposite the name listed above is his or her genuine signature.

We each have read all the provisions of this Resolution, and we each personally and on behalf of the Corporation certify that all statements and representations made in this Resolution are true and correct. This Corporate Resolution to Borrow / Grant Collateral is dated February 24, 2021.

CERTIFIED TO AND ATTESTED BY:

By: _____
Authorized Signer for Hinsdale Platform Tennis
Association

NOTE: If the officer signing this Resolution is designated by the foregoing document as one of the officers authorized to act on the Corporation's behalf, it is advisable to have this Resolution signed by at least one non-authorized officer of the Corporation.

BUSINESS LOAN AGREEMENT

Borrower: Hinsdale Platform Tennis Association
5901 S. County Line Road
Hinsdale, IL 60521

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

THIS BUSINESS LOAN AGREEMENT dated February 24, 2021, is made and executed between Hinsdale Platform Tennis Association ("Borrower") and Hinsdale Bank & Trust Company, N.A. ("Lender") on the following terms and conditions. Borrower has received prior commercial loans from Lender or has applied to Lender for a commercial loan or loans or other financial accommodations, including those which may be described on any exhibit or schedule attached to this Agreement. Borrower understands and agrees that: (A) in granting, renewing, or extending any Loan, Lender is relying upon Borrower's representations, warranties, and agreements as set forth in this Agreement; (B) the granting, renewing, or extending of any Loan by Lender at all times shall be subject to Lender's sole judgment and discretion; and (C) all such Loans shall be and remain subject to the terms and conditions of this Agreement. This Agreement shall apply to any and all present and future loans, loan advances, extension of credit, financial accommodations and other agreements and undertakings of every nature and kind that may be entered into by and between Borrower and Lender now and in the future.

TERM. This Agreement shall be effective as of February 24, 2021, and shall continue in full force and effect until such time as all of Borrower's Loans in favor of Lender have been paid in full, including principal, interest, costs, expenses, attorneys' fees, and other fees and charges, or until such time as the parties may agree in writing to terminate this Agreement. Advances under the Indebtedness, as well as directions for payment from Borrower's accounts, may be requested either orally or in writing by Borrower. Lender may, but need not require that all non-written requests be confirmed in writing. Borrower agrees to be liable for all sums either: (A) advanced in accordance with the instructions of an authorized person as described in the "Advance Authority" section below or (B) credited to any of Borrower's accounts with Lender.

CONDITIONS PRECEDENT TO EACH ADVANCE. Lender's obligation to make the initial Advance and each subsequent Advance under this Agreement shall be subject to the fulfillment to Lender's satisfaction of all of the conditions set forth in this Agreement and in the Related Documents.

Loan Documents. Borrower shall provide to Lender the following documents for the Loan: (1) the Note; (2) Security Agreements granting to Lender security interests in the Collateral; (3) financing statements and all other documents perfecting Lender's Security Interests; (4) evidence of insurance as required below; (5) guaranties; (6) together with all such Related Documents as Lender may require for the Loan; all in form and substance satisfactory to Lender and Lender's counsel.

Borrower's Authorization. Borrower shall have provided in form and substance satisfactory to Lender properly certified resolutions, duly authorizing the execution and delivery of this Agreement, the Note and the Related Documents. In addition, Borrower shall have provided such other resolutions, authorizations, documents and instruments as Lender or its counsel may require.

Payment of Fees and Expenses. Borrower shall have paid to Lender all fees, charges, and other expenses which are then due and payable as specified in this Agreement or any Related Document.

Representations and Warranties. The representations and warranties set forth in this Agreement, in the Related Documents, and in any document or certificate delivered to Lender under this Agreement are true and correct.

No Event of Default. There shall not exist at the time of any Advance a condition which would constitute an Event of Default under this Agreement or under any Related Document.

REPRESENTATIONS AND WARRANTIES. Borrower represents and warrants to Lender, as of the date of this Agreement, as of the date of each disbursement of loan proceeds, as of the date of any renewal, extension or modification of any Loan, and at all times any Indebtedness exists:

Organization. Borrower is a non-profit corporation which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws of the State of Illinois. Borrower is duly authorized to transact business in all other states in which Borrower is doing business, having obtained all necessary filings, governmental licenses and approvals for each state in which Borrower is doing business. Specifically, Borrower is, and at all times shall be, duly qualified as a foreign corporation in all states in which the failure to so qualify would have a material adverse effect on its business or financial condition. Borrower has the full power and authority to own its properties and to transact the business in which it is presently engaged or presently proposes to engage. Borrower maintains an office at 5901 S. County Line Road, Hinsdale, IL 60521. Unless Borrower has designated otherwise in writing, the principal office is the office at which Borrower keeps its books and records including its records concerning the Collateral. Borrower will notify Lender prior to any change in the location of Borrower's state of organization or any change in Borrower's name. Borrower shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to Borrower and Borrower's business activities.

Assumed Business Names. Borrower has filed or recorded all documents or filings required by law relating to all assumed business names used by Borrower. Excluding the name of Borrower, the following is a complete list of all assumed business names under which Borrower does business: None.

Authorization. Borrower's execution, delivery, and performance of this Agreement and all the Related Documents have been duly authorized by all necessary action by Borrower, do not require the consent or approval of any other person, regulatory authority, or governmental body, and do not conflict with, result in a violation of, or constitute a default under (1) any provision of (a) Borrower's articles of incorporation or organization, or bylaws, or (b) any agreement or other instrument binding upon Borrower or (2) any law, governmental regulation, court decree, or order applicable to Borrower or to Borrower's properties. Borrower has the power and authority to enter into the Note and the Related Documents and to grant collateral as security for the Loan. Borrower has the further power and authority to own and to hold all of Borrower's assets and properties, and to carry on Borrower's business as presently conducted.

Financial Information. Each of Borrower's financial statements supplied to Lender truly and completely disclosed Borrower's financial condition as of the date of the statement, and there has been no material adverse change in Borrower's financial condition subsequent to the date of the most recent financial statement supplied to Lender. Borrower has no material contingent obligations except as disclosed in such financial statements.

Legal Effect. This Agreement constitutes, and any instrument or agreement Borrower is required to give under this Agreement when delivered will constitute legal, valid, and binding obligations of Borrower enforceable against Borrower in accordance with their respective terms.

Properties. Except as contemplated by this Agreement or as previously disclosed in Borrower's financial statements or in writing to Lender and as accepted by Lender, and except for property tax liens for taxes not presently due and payable, Borrower owns and has good title to all of Borrower's properties free and clear of all Security Interests, and has not executed any security documents or financing statements relating to such properties. All of Borrower's properties are titled in Borrower's legal name, and Borrower has not used or filed a financing statement under any other name for at least the last five (5) years.

**BUSINESS LOAN AGREEMENT
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Hazardous Substances. Except as disclosed to and acknowledged by Lender in writing, Borrower represents and warrants that: (1) During the period of Borrower's ownership of the Collateral, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from any of the Collateral. (2) Borrower has no knowledge of, or reason to believe that there has been (a) any breach or violation of any Environmental Laws; (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Collateral by any prior owners or occupants of any of the Collateral; or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters. (3) Neither Borrower nor any tenant, contractor, agent or other authorized user of any of the Collateral shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from any of the Collateral; and any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations, and ordinances, including without limitation all Environmental Laws. Borrower authorizes Lender and its agents to enter upon the Collateral to make such inspections and tests as Lender may deem appropriate to determine compliance of the Collateral with this section of the Agreement. Any inspections or tests made by Lender shall be at Borrower's expense and for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Borrower or to any other person. The representations and warranties contained herein are based on Borrower's due diligence in investigating the Collateral for hazardous waste and Hazardous Substances. Borrower hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Borrower becomes liable for cleanup or other costs under any such laws, and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Agreement or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release of a hazardous waste or substance on the Collateral. The provisions of this section of the Agreement, including the obligation to indemnify and defend, shall survive the payment of the indebtedness and the termination, expiration or satisfaction of this Agreement and shall not be affected by Lender's acquisition of any interest in any of the Collateral, whether by foreclosure or otherwise.

Litigation and Claims. No litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against Borrower is pending or threatened, and no other event has occurred which may materially adversely affect Borrower's financial condition or properties, other than litigation, claims, or other events, if any, that have been disclosed to and acknowledged by Lender in writing.

Taxes. To the best of Borrower's knowledge, all of Borrower's tax returns and reports that are or were required to be filed, have been filed, and all taxes, assessments and other governmental charges have been paid in full, except those presently being or to be contested by Borrower in good faith in the ordinary course of business and for which adequate reserves have been provided.

Lien Priority. Unless otherwise previously disclosed to Lender in writing, Borrower has not entered into or granted any Security Agreements, or permitted the filing or attachment of any Security Interests on or affecting any of the Collateral directly or indirectly securing repayment of Borrower's Loan and Note, that would be prior or that may in any way be superior to Lender's Security Interests and rights in and to such Collateral.

Binding Effect. This Agreement, the Note, all Security Agreements (if any), and all Related Documents are binding upon the signers thereof, as well as upon their successors, representatives and assigns, and are legally enforceable in accordance with their respective terms.

Commercial Purposes. Borrower intends to use the Loan proceeds solely for business or commercially related purposes.

Employee Benefit Plans. Each employee benefit plan as to which Borrower may have any liability complies in all material respects with all applicable requirements of law and regulations, and (1) no Reportable Event nor Prohibited Transaction (as defined in ERISA) has occurred with respect to any such plan, (2) Borrower has not withdrawn from any such plan or initiated steps to do so, (3) no steps have been taken to terminate any such plan or to appoint a trustee to administer such a plan, and (4) there are no unfunded liabilities other than those previously disclosed to Lender in writing.

Investment Company Act. Borrower is not an "investment company" or a company "controlled" by an "investment company", within the meaning of the Investment Company Act of 1940, as amended.

Public Utility Holding Company Act. Borrower is not a "holding company", or a "subsidiary company" of a "holding company", or an "affiliate" of a "holding company" or of a "subsidiary company" of a "holding company", within the meaning of the Public Utility Holding Company Act of 1935, as amended.

Regulations T and U. Borrower is not engaged principally, or as one of its important activities, in the business of extending credit for the purpose of purchasing or carrying margin stock (within the meaning of Regulations T and U of the Board of Governors of the Federal Reserve System).

Information. All information previously furnished or which is now being furnished by Borrower to Lender for the purposes of or in connection with this Agreement or any transaction contemplated by this Agreement is, and all information furnished by or on behalf of Borrower to Lender in the future will be, true and accurate in every material respect on the date as of which such information is dated or certified; and no such information is or will be incomplete by omitting to state any material fact the omission of which would cause the information to be misleading.

Claims and Defenses. There are no defenses or counterclaims, offsets or other adverse claims, demands or actions of any kind, personal or otherwise, that Borrower, any Grantor, or any Guarantor could assert with respect to the Note, Loan, this Agreement, or the Related Documents.

AFFIRMATIVE COVENANTS. Borrower covenants and agrees with Lender that, so long as this Agreement remains in effect, Borrower will:

Repayment. Repay the Loan in accordance with its terms and the terms of this Agreement.

Notices of Claims and Litigation. Promptly inform Lender in writing of (1) all material adverse changes in Borrower's financial condition, and (2) all existing and all threatened litigation, claims, investigations, administrative proceedings or similar actions affecting Borrower or any Guarantor which could materially affect the financial condition of Borrower or the financial condition of any Guarantor.

Financial Records. Maintain its books and records in accordance with GAAP, applied on a consistent basis, and permit Lender to examine and audit Borrower's books and records at all reasonable times.

Financial Statements. Furnish Lender with the following:

Annual Statements. As soon as available, but in no event later than one-hundred-twenty (120) days after the end of each fiscal year, Borrower's balance sheet and income statement for the year ended, prepared by Borrower.

All financial reports required to be provided under this Agreement shall be prepared in accordance with GAAP, applied on a consistent

basis, and certified by Borrower as being true and correct.

Additional Information. Furnish such additional information and statements, as Lender may request from time to time.

Insurance. Maintain fire and other risk insurance, public liability insurance, and such other insurance as Lender may require with respect to Borrower's properties and operations, in form, amounts, coverages and with insurance companies acceptable to Lender. Borrower, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Borrower or any other person. In connection with all policies covering assets in which Lender holds or is offered a security interest for the Loans, Borrower will provide Lender with such lender's loss payable or other endorsements as Lender may require.

Insurance Reports. Furnish to Lender, upon request of Lender, reports on each existing insurance policy showing such information as Lender may reasonably request, including without limitation the following: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the properties insured; (5) the then current property values on the basis of which insurance has been obtained, and the manner of determining those values; and (6) the expiration date of the policy. In addition, upon request of Lender (however not more often than annually), Borrower will have an independent appraiser satisfactory to Lender determine, as applicable, the actual cash value or replacement cost of any Collateral. The cost of such appraisal shall be paid by Borrower.

Guaranties. Prior to disbursement of any Loan proceeds, furnish executed guaranties of the Loans in favor of Lender, executed by the guarantor named below, on Lender's forms, and in the amount and under the conditions set forth in those guaranties.

Name of Guarantor

Amount

Village of Hinsdale

Unlimited

Other Agreements. Comply with all terms and conditions of all other agreements, whether now or hereafter existing, between Borrower and any other party and notify Lender immediately in writing of any default in connection with any other such agreements.

Loan Proceeds. Use all Loan proceeds solely for Borrower's business operations, unless specifically consented to the contrary by Lender in writing.

Taxes, Charges and Liens. Pay and discharge when due all of its indebtedness and obligations, including without limitation all assessments, taxes, governmental charges, levies and liens, of every kind and nature, imposed upon Borrower or its properties, income, or profits, prior to the date on which penalties would attach, and all lawful claims that, if unpaid, might become a lien or charge upon any of Borrower's properties, income, or profits. Provided however, Borrower will not be required to pay and discharge any such assessment, tax, charge, levy, lien or claim so long as (1) the legality of the same shall be contested in good faith by appropriate proceedings, and (2) Borrower shall have established on Borrower's books adequate reserves with respect to such contested assessment, tax, charge, levy, lien, or claim in accordance with GAAP.

Performance. Perform and comply, in a timely manner, with all terms, conditions, and provisions set forth in this Agreement, in the Related Documents, and in all other instruments and agreements between Borrower and Lender, and in all other loan agreements now or in the future existing between Borrower and any other party. Borrower shall notify Lender immediately in writing of any default in connection with any agreement.

Operations. Maintain executive and management personnel with substantially the same qualifications and experience as the present executive and management personnel; provide written notice to Lender of any change in executive and management personnel; conduct its business affairs in a reasonable and prudent manner.

Environmental Studies. Promptly conduct and complete, at Borrower's expense, all such investigations, studies, samplings and testings as may be requested by Lender or any governmental authority relative to any substance, or any waste or by-product of any substance defined as toxic or a hazardous substance under applicable federal, state, or local law, rule, regulation, order or directive, at or affecting any property or any facility owned, leased or used by Borrower.

Compliance with Governmental Requirements. Comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the conduct of Borrower's properties, businesses and operations, and to the use or occupancy of the Collateral, including without limitation, the Americans With Disabilities Act. Borrower may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Borrower has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Collateral are not jeopardized. Lender may require Borrower to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Inspection. Permit employees or agents of Lender at any reasonable time to inspect any and all Collateral for the Loan or Loans and Borrower's other properties and to examine or audit Borrower's books, accounts, and records and to make copies and memoranda of Borrower's books, accounts, and records. If Borrower now or at any time hereafter maintains any records (including without limitation computer generated records and computer software programs for the generation of such records) in the possession of a third party, Borrower, upon request of Lender, shall notify such party to permit Lender free access to such records at all reasonable times and to provide Lender with copies of any records it may request, all at Borrower's expense.

Change of Location. Immediately notify Lender in writing of any additions to or changes in the location of Borrower's businesses.

Title to Assets and Property. Maintain good and marketable title to all of Borrower's assets and properties.

Notice of Default, Litigation and ERISA Matters. Forthwith upon learning of the occurrence of any of the following, Borrower shall provide Lender with written notice thereof, describing the same and the steps being taken by Borrower with respect thereto: (1) the occurrence of any Event of Default, or (2) the institution of, or any adverse determination in, any litigation, arbitration proceeding or governmental proceeding, or (3) the occurrence of a Reportable Event under, or the institution of steps by Borrower to withdraw from, or the institution of any steps to terminate, any employee benefit plan as to which Borrower may have any liability.

Other Information. From time to time Borrower will provide Lender with such other information as Lender may reasonably request.

Employee Benefit Plans. So long as this Agreement remains in effect, Borrower will maintain each employee benefit plan as to which Borrower may have any liability, in compliance with all applicable requirements of law and regulations.

Compliance Certificates. Unless waived in writing by Lender, provide Lender within one hundred twenty (120) days after the end of each fiscal year, with a certificate executed by Borrower's chief financial officer, or other officer or person acceptable to Lender, certifying that the representations and warranties set forth in this Agreement are true and correct as of the date of the certificate and further certifying that, as of the date of the certificate, no Event of Default exists under this Agreement.

Environmental Compliance and Reports. Borrower shall comply in all respects with any and all Environmental Laws; not cause or permit to

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exist, as a result of an intentional or unintentional action or omission on Borrower's part or on the part of any third party, on property owned and/or occupied by Borrower, any environmental activity where damage may result to the environment, unless such environmental activity is pursuant to and in compliance with the conditions of a permit issued by the appropriate federal, state or local governmental authorities; shall furnish to Lender promptly and in any event within thirty (30) days after receipt thereof a copy of any notice, summons, lien, citation, directive, letter or other communication from any governmental agency or instrumentality concerning any intentional or unintentional action or omission on Borrower's part in connection with any environmental activity whether or not there is damage to the environment and/or other natural resources.

Additional Assurances. Make, execute and deliver to Lender such promissory notes, mortgages, deeds of trust, security agreements, assignments, financing statements, instruments, documents and other agreements as Lender or its attorneys may reasonably request to evidence and secure the Loans and to perfect all Security Interests.

Deposit Relationship. Lender shall be the primary depository institution while this Agreement is in effect. Borrower failure to comply with this condition will result in an Event of Default.

Fixed Charge Coverage Ratio. Borrower shall not permit its Fixed Charge Coverage Ratio to be less than 1:00 to 1:00, measured on a trailing four (4) fiscal quarter basis. For purposes hereof: "Fixed Charge Coverage Ratio" means $\frac{\text{EBITDA} \text{ minus (i) cash taxes paid, minus (ii) total cash Distributions, minus (iii) Unfunded Capital Expenditures; DIVIDED BY the sum of (a) cash interest paid on total debt, plus (b) cash principal payments on Total Funded Debt, plus (c) cash payments on capital lease obligations}}{\text{EBITDA}}$ means, for the Borrower and its subsidiaries, on a consolidated basis, the amount equal to the sum of (a) Net Income plus (b) to the extent deducted in determining Net Income, the sum of (i) interest expense, plus (ii) provisions for taxes based on income, plus (iii) depreciation expense, plus (iv) amortization expense, all determined in accordance with GAAP for the Borrower and subsidiaries for the period specified; "Distributions" means all dividends and other distributions made by the Borrower to its shareholders, partners, owners or members, as the case may be, other than salary, bonuses, and other compensation for services expended in the current accounting period; "Net Income" means the income derived from Borrower's operations less all expenses; "Unfunded Capital Expenditures" means Total Capital Expenditures minus new Long Term Debt used to finance Capital Expenditures; "Capital Expenditures" means any expenditure or the occurrence of any obligation or liability by the Borrower for any asset which is classified as a capital asset; "Total Capital Expenditures" means all amounts expended for Capital Expenditures in the applicable measurement period; "Total Funded Debt" means all debt outstanding; and "Long Term Debt" means indebtedness for borrowed money having a maturity of one year or more used to finance Capital Expenditures.

RECOVERY OF ADDITIONAL COSTS. If the imposition of or any change in any law, rule, regulation, guideline, or generally accepted accounting principle, or the interpretation or application of any thereof by any court, administrative or governmental authority, or standard-setting organization (including any request or policy not having the force of law) shall impose, modify or make applicable any taxes (except federal, state or local income or franchise taxes imposed on Lender), reserve requirements, capital adequacy requirements or other obligations which would (A) increase the cost to Lender for extending or maintaining the credit facilities to which this Agreement relates, (B) reduce the amounts payable to Lender under this Agreement or the Related Documents or (C) reduce the rate of return on Lender's capital as a consequence of Lender's obligations with respect to the credit facilities to which this Agreement relates, then Borrower agrees to pay Lender such additional amounts as will compensate Lender therefor, within five (5) days after Lender's written demand for such payment, which demand shall be accompanied by an explanation of such imposition or charge and a calculation in reasonable detail of the additional amounts payable by Borrower, which explanation and calculations shall be conclusive in the absence of manifest error.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Collateral or if Borrower fails to comply with any provision of this Agreement or any Related Documents, including but not limited to Borrower's failure to discharge or pay when due any amounts Borrower is required to discharge or pay under this Agreement or any Related Documents, Lender on Borrower's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on any Collateral and paying all costs for insuring, maintaining and preserving any Collateral. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Borrower. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity.

NEGATIVE COVENANTS. Borrower covenants and agrees with Lender that while this Agreement is in effect, Borrower shall not, without the prior written consent of Lender:

Indebtedness and Liens. (1) Except for trade debt incurred in the normal course of business and indebtedness to Lender contemplated by this Agreement, create, incur or assume indebtedness for borrowed money, including capital leases, (2) sell, transfer, mortgage, assign, pledge, lease, grant a security interest in, or encumber any of Borrower's assets (except as allowed as Permitted Liens), or (3) sell with recourse any of Borrower's accounts, except to Lender.

Continuity of Operations. (1) Engage in any business activities substantially different than those in which Borrower is presently engaged, (2) cease operations, liquidate, merge or restructure as a legal entity (whether by division or otherwise), consolidate with or acquire any other entity, change its name, convert to another type of entity or redomesticate, dissolve or transfer or sell Collateral out of the ordinary course of business, or (3) pay any dividends on Borrower's stock (other than dividends payable in its stock), provided, however that notwithstanding the foregoing, but only so long as no Event of Default has occurred and is continuing or would result from the payment of dividends, if Borrower is a "Subchapter S Corporation" (as defined in the Internal Revenue Code of 1986, as amended), Borrower may pay cash dividends on its stock to its shareholders from time to time in amounts necessary to enable the shareholders to pay income taxes and make estimated income tax payments to satisfy their liabilities under federal and state law which arise solely from their status as Shareholders of a Subchapter S Corporation because of their ownership of shares of Borrower's stock, or purchase or retire any of Borrower's outstanding shares or alter or amend Borrower's capital structure.

Loans, Acquisitions and Guaranties. (1) Loan, invest in or advance money or assets to any other person, enterprise or entity, (2) purchase, create or acquire any interest in any other enterprise or entity, or (3) incur any obligation as surety or guarantor other than in the ordinary course of business.

Agreements. Enter into any agreement containing any provisions which would be violated or breached by the performance of Borrower's obligations under this Agreement or in connection herewith.

CESSATION OF ADVANCES. If Lender has made any commitment to make any Loan to Borrower, whether under this Agreement or under any other agreement, Lender shall have no obligation to make Loan Advances or to disburse Loan proceeds if: (A) Borrower or any Guarantor is in default under the terms of this Agreement or any of the Related Documents or any other agreement that Borrower or any Guarantor has with Lender; (B) Borrower or any Guarantor dies, becomes incompetent or becomes insolvent, files a petition in bankruptcy or similar proceedings, or is adjudged a bankrupt; (C) there occurs a material adverse change in Borrower's financial condition, in the financial condition of any Guarantor, or in the value of any Collateral securing any Loan; or (D) any Guarantor seeks, claims or otherwise attempts to limit, modify or

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revoke such Guarantor's guaranty of the Loan or any other loan with Lender; or (E) Lender in good faith deems itself insecure, even though no Event of Default shall have occurred.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the Indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

Payment Default. Borrower fails to make any payment when due under the Loan.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

Default in Favor of Third Parties. Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's or any Grantor's property or Borrower's or any Grantor's ability to repay the Loans or perform their respective obligations under this Agreement or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf, or made by Guarantor, under this Agreement or the Related Documents in connection with the obtaining of the Loan evidenced by the Note or any security document directly or indirectly securing repayment of the Note is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Insolvency. The dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Defective Collateralization. This Agreement or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the Loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Execution; Attachment. Any execution or attachment is levied against the Collateral, and such execution or attachment is not set aside, discharged or stayed within thirty (30) days after the same is levied.

Change in Zoning or Public Restriction. Any change in any zoning ordinance or regulation or any other public restriction is enacted, adopted or implemented, that limits or defines the uses which may be made of the Collateral such that the present or intended use of the Collateral, as specified in the Related Documents, would be in violation of such zoning ordinance or regulation or public restriction, as changed.

Default Under Other Lien Documents. A default occurs under any other mortgage, deed of trust or security agreement covering all or any portion of the Collateral.

Judgment. Unless adequately covered by insurance in the opinion of Lender, the entry of a final judgment for the payment of money involving more than ten thousand dollars (\$10,000.00) against Borrower and the failure by Borrower to discharge the same, or cause it to be discharged, or bonded off to Lender's satisfaction, within thirty (30) days from the date of the order, decree or process under which or pursuant to which such judgment was entered.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Change in Ownership. Any change in ownership of twenty-five percent (25%) or more of the common stock of Borrower.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of the Loan is impaired.

Insecurity. Lender in good faith believes itself insecure.

Right to Cure. If any default, other than a default on Indebtedness, is curable and if Borrower or Grantor, as the case may be, has not been given a notice of a similar default within the preceding twelve (12) months, it may be cured if Borrower or Grantor, as the case may be, after Lender sends written notice to Borrower or Grantor, as the case may be, demanding cure of such default: (1) cure the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiate steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continue and complete all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

EFFECT OF AN EVENT OF DEFAULT. If any Event of Default shall occur, except where otherwise provided in this Agreement or the Related Documents, all commitments and obligations of Lender under this Agreement or the Related Documents or any other agreement immediately will terminate (including any obligation to make further Loan Advances or disbursements), and, at Lender's option, all Indebtedness immediately will become due and payable, all without notice of any kind to Borrower, except that in the case of an Event of Default of the type described in the "Insolvency" subsection above, such acceleration shall be automatic and not optional. In addition, Lender shall have all the rights and remedies provided in the Related Documents or available at law, in equity, or otherwise. Except as may be prohibited by applicable law, all of Lender's rights and remedies shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Borrower or of any Grantor shall not affect Lender's right to declare a default and to exercise its rights and remedies.

ADDITIONAL DOCUMENTS. Borrower shall provide Lender with the following additional documents:

Corporate Resolution. Borrower has provided or will provide Lender with a certified copy of resolutions properly adopted by Borrower's Board of Directors, and certified by Borrower's corporate secretary, assistant secretary, or other authorized officer, under which Borrower's

**BUSINESS LOAN AGREEMENT
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Board of Directors authorized one or more designated officers or employees to execute this Agreement, the Note and any and all Security Agreements directly or indirectly securing repayment of the same, and to consummate the borrowings and other transactions as contemplated under this Agreement, and to consent to the remedies following any default by Borrower as provided in this Agreement and in any Security Agreements.

Opinion of Counsel. When required by Lender, Borrower has provided or will provide Lender with an opinion of Borrower's counsel certifying to and that: (1) Borrower's Note, any Security Agreements and this Agreement constitute valid and binding obligations on Borrower's part that are enforceable in accordance with their respective terms; (2) Borrower is validly existing and in good standing; (3) Borrower has authority to enter into this Agreement and to consummate the transactions contemplated under this Agreement; and (4) such other matters as may have been requested by Lender or by Lender's counsel.

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

Amendments. This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement 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.

Attorneys' Fees; Expenses. Borrower agrees to pay upon demand all of Lender's costs and expenses, including Lender's attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement, and Borrower shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Borrower also shall pay all court costs and such additional fees as may be directed by the court.

Borrower Information. Borrower consents to the release of information on or about Borrower by Lender in accordance with any court order, law or regulation and in response to credit inquiries concerning Borrower.

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

Consent to Loan Participation. Borrower agrees and consents to Lender's sale or transfer, whether now or later, of one or more participation interests in the Loan to one or more purchasers, whether related or unrelated to Lender. Lender may provide, without any limitation whatsoever, to any one or more purchasers, or potential purchasers, any information or knowledge Lender may have about Borrower or about any other matter relating to the Loan, and Borrower hereby waives any rights to privacy Borrower may have with respect to such matters. Borrower additionally waives any and all notices of sale of participation interests, as well as all notices of any repurchase of such participation interests. Borrower also agrees that the purchasers of any such participation interests will be considered as the absolute owners of such interests in the Loan and will have all the rights granted under the participation agreement or agreements governing the sale of such participation interests. Borrower further waives all rights of offset or counterclaim that it may have now or later against Lender or against any purchaser of such a participation interest and unconditionally agrees that either Lender or such purchaser may enforce Borrower's obligation under the Loan irrespective of the failure or insolvency of any holder of any interest in the Loan. Borrower further agrees that the purchaser of any such participation interests may enforce its interests irrespective of any personal claims or defenses that Borrower may have against Lender.

Governing Law. This Agreement 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. This Agreement has been accepted by Lender in the State of Illinois.

Non-Liability of Lender. The relationship between Borrower and Lender created by this Agreement is strictly a debtor and creditor relationship and not fiduciary in nature, nor is the relationship to be construed as creating any partnership or joint venture between Lender and Borrower. Borrower is exercising Borrower's own judgment with respect to Borrower's business. All information supplied to Lender is for Lender's protection only and no other party is entitled to rely on such information. There is no duty for Lender to review, inspect, supervise or inform Borrower of any matter with respect to Borrower's business. Lender and Borrower intend that Lender may reasonably rely on all information supplied by Borrower to Lender, together with all representations and warranties given by Borrower to Lender, without investigation or confirmation by Lender and that any investigation or failure to investigate will not diminish Lender's right to so rely.

Notice of Lender's Breach. Borrower must notify Lender in writing of any breach of this Agreement or the Related Documents by Lender and any other claim, cause of action or offset against Lender within thirty (30) days after the occurrence of such breach or after the accrual of such claim, cause of action or offset. Borrower waives any claim, cause of action or offset for which notice is not given in accordance with this paragraph. Lender is entitled to rely on any failure to give such notice.

Indemnification of Lender. Borrower agrees to indemnify, to defend and to save and hold Lender harmless from any and all claims, suits, obligations, damages, losses, costs and expenses (including, without limitation, Lender's attorneys' fees), demands, liabilities, penalties, fines and forfeitures of any nature whatsoever that may be asserted against or incurred by Lender, its officers, directors, employees, and agents arising out of, relating to, or in any manner occasioned by this Agreement and the exercise of the rights and remedies granted Lender under this, as well as by: (1) the ownership, use, operation, construction, renovation, demolition, preservation, management, repair, condition or maintenance of any part of the Collateral; (2) the exercise of any of Borrower's rights collaterally assigned and pledged to Lender hereunder; (3) any failure of Borrower to perform any of its obligations hereunder; and/or (4) any failure of Borrower to comply with the environmental and ERISA obligations, representations and warranties set forth herein. The foregoing indemnity provisions shall survive the cancellation of this Agreement as to all matters arising or accruing prior to such cancellation and the foregoing indemnity shall survive in the event that Lender elects to exercise any of the remedies as provided under this Agreement following default hereunder. Borrower's indemnity obligations under this section shall not in any way be affected by the presence or absence of covering insurance, or by the amount of such insurance or by the failure or refusal of any insurance carrier to perform any obligation on its part under any insurance policy or policies affecting the Collateral and/or Borrower's business activities. Should any claim, action or proceeding be made or brought against Lender by reason of any event as to which Borrower's indemnification obligations apply, then, upon Lender's demand, Borrower, at its sole cost and expense, shall defend such claim, action or proceeding in Borrower's name, if necessary, by the attorneys for Borrower's insurance carrier (if such claim, action or proceeding is covered by insurance), or otherwise by such attorneys as Lender shall approve. Lender may also engage its own attorneys at its reasonable discretion to defend Borrower and to assist in its defense and Borrower agrees to pay the fees and disbursements of such attorneys.

Counterparts. This Agreement may be executed in multiple counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts, taken together, shall constitute one and the same Agreement.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Agreement 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 Agreement 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 Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Borrower, or between Lender and any Grantor, shall constitute a waiver of any of Lender's rights or of any of Borrower's or any Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, 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.

Notices. Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), 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 addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement 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, Borrower agrees to keep Lender informed at all times of Borrower's current address. Unless otherwise provided or required by law, if there is more than one Borrower, any notice given by Lender to any Borrower is deemed to be notice given to all Borrowers.

Severability. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

Sole Discretion of Lender. Whenever Lender's consent or approval is required under this Agreement, the decision as to whether or not to consent or approve shall be in the sole and exclusive discretion of Lender and Lender's decision shall be final and conclusive.

Subsidiaries and Affiliates of Borrower. To the extent the context of any provisions of this Agreement makes it appropriate, including without limitation any representation, warranty or covenant, the word "Borrower" as used in this Agreement shall include all of Borrower's subsidiaries and affiliates. Notwithstanding the foregoing however, under no circumstances shall this Agreement be construed to require Lender to make any Loan or other financial accommodation to any of Borrower's subsidiaries or affiliates.

Successors and Assigns. All covenants and agreements by or on behalf of Borrower contained in this Agreement or any Related Documents shall bind Borrower's successors and assigns and shall inure to the benefit of Lender and its successors and assigns. Borrower shall not, however, have the right to assign Borrower's rights under this Agreement or any interest therein, without the prior written consent of Lender.

Survival of Representations and Warranties. Borrower understands and agrees that in making the Loan, Lender is relying on all representations, warranties, and covenants made by Borrower in this Agreement or in any certificate or other instrument delivered by Borrower to Lender under this Agreement or the Related Documents. Borrower further agrees that regardless of any investigation made by Lender, all such representations, warranties and covenants will survive the making of the Loan and delivery to Lender of the Related Documents, shall be continuing in nature, and shall remain in full force and effect until such time as Borrower's indebtedness shall be paid in full, or until this Agreement shall be terminated in the manner provided above, whichever is the last to occur.

Time is of the Essence. Time is of the essence in the performance of this Agreement.

Waive Jury. All parties to this Agreement hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code. Accounting words and terms not otherwise defined in this Agreement shall have the meanings assigned to them in accordance with generally accepted accounting principles as in effect on the date of this Agreement.

Advance. The word "Advance" means a disbursement of Loan funds made, or to be made, to Borrower or on Borrower's behalf on a line of credit or multiple advance basis under the terms and conditions of this Agreement.

Agreement. The word "Agreement" means this Business Loan Agreement, as this Business Loan Agreement may be amended or modified from time to time together with all exhibits and schedules attached to this Business Loan Agreement from time to time.

Borrower. The word "Borrower" means Hinsdale Platform Tennis Association and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Collateral. The word "Collateral" means all property and assets granted as collateral security for a Loan, whether real or personal property, whether granted directly or indirectly, whether granted now or in the future, and whether granted in the form of a security interest, mortgage, collateral mortgage, deed of trust, assignment, pledge, crop pledge, chattel mortgage, collateral chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien, charge, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever, whether created by law, contract, or otherwise.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

ERISA. The word "ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time, and including all regulations and published interpretations of the act.

Event of Default. The words "Event of Default" mean individually, collectively, and interchangeably any of the events of default set forth in this Agreement in the default section of this Agreement.

GAAP. The word "GAAP" means generally accepted accounting principles.

Grantor. The word "Grantor" means each and all of the persons or entities granting a Security Interest in any Collateral for the Loan, including without limitation all Borrowers granting such a Security Interest.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Loan, and, in each case, Borrower's successors, assigns, heirs, personal representatives, executors and administrators of any guarantor, surety, or accommodation party.

**BUSINESS LOAN AGREEMENT
(Continued)**

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Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Indebtedness. The word "Indebtedness" means the indebtedness evidenced by the Note or Related Documents, including all principal and interest together with all other indebtedness and costs and expenses for which Borrower is responsible under this Agreement or under any of the Related Documents.

Lender. The word "Lender" means Hinsdale Bank & Trust Company, N.A., its successors and assigns.

Loan. The word "Loan" means any and all loans and financial accommodations from Lender to Borrower whether now or hereafter existing, and however evidenced, including without limitation those loans and financial accommodations described herein or described on any exhibit or schedule attached to this Agreement from time to time, and further including any and all subsequent amendments, additions, substitutions, renewals and refinancings of any of Borrower's Loans.

Note. The word "Note" means the Note dated February 24, 2021 and executed by Hinsdale Platform Tennis Association in the principal amount of \$360,000.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

Permitted Liens. The words "Permitted Liens" mean (1) liens and security interests securing Indebtedness owed by Borrower to Lender; (2) liens for taxes, assessments, or similar charges either not yet due or being contested in good faith; (3) liens of materialmen, mechanics, warehousemen, or carriers, or other like liens arising in the ordinary course of business and securing obligations which are not yet delinquent; (4) purchase money liens or purchase money security interests upon or in any property acquired or held by Borrower in the ordinary course of business to secure indebtedness outstanding on the date of this Agreement or permitted to be incurred under the paragraph of this Agreement titled "Indebtedness and Liens"; (5) liens and security interests which, as of the date of this Agreement, have been disclosed to and approved by the Lender in writing; and (6) those liens and security interests which in the aggregate constitute an immaterial and insignificant monetary amount with respect to the net value of Borrower's assets.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Loan.

Security Agreement. The words "Security Agreement" mean and include without limitation any agreements, promises, covenants, arrangements, understandings or other agreements, whether created by law, contract, or otherwise, evidencing, governing, representing, or creating a Security Interest.

Security Interest. The words "Security Interest" mean, individually, collectively, and interchangeably, without limitation, any and all types of collateral security, present and future, whether in the form of a lien, charge, encumbrance, mortgage, deed of trust, security deed, assignment, pledge, crop pledge, chattel mortgage, collateral chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever whether created by law, contract, or otherwise.

BORROWER ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS BUSINESS LOAN AGREEMENT AND BORROWER AGREES TO ITS TERMS. THIS BUSINESS LOAN AGREEMENT IS DATED FEBRUARY 24, 2021.

BORROWER:

HINSDALE PLATFORM TENNIS ASSOCIATION

By: _____
Authorized Signer

LENDER:

HINSDALE BANK & TRUST COMPANY, N.A.

By: _____
Authorized Signer

PROMISSORY NOTE

Borrower: Hinsdale Platform Tennis Association
5901 S. County Line Road
Hinsdale, IL 60521

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

Principal Amount: \$360,000.00

Date of Note: February 24, 2021

PROMISE TO PAY. Hinsdale Platform Tennis Association ("Borrower") promises to pay to Hinsdale Bank & Trust Company, N.A. ("Lender"), or order, in lawful money of the United States of America, the principal amount of Three Hundred Sixty Thousand & 00/100 Dollars (\$360,000.00), together with interest on the unpaid principal balance from February 24, 2021, calculated as described in the "INTEREST CALCULATION METHOD" paragraph using an interest rate of 3.750%, until paid in full. The interest rate may change under the terms and conditions of the "INTEREST AFTER DEFAULT" section.

PAYMENT. Borrower will pay this loan in 13 principal payments of \$25,714.29 each and one final principal and interest payment of \$26,207.09. Borrower's first principal payment is due August 24, 2021, and all subsequent principal payments are due on the same day of each half-year after that. In addition, Borrower will pay regular semi-annual payments of all accrued unpaid interest due as of each payment date, beginning August 24, 2021, with all subsequent interest payments to be due on the same day of each half-year after that. Borrower's final payment due February 24, 2028, will be for all principal and all accrued interest not yet paid. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; then to any escrow or reserve account payments as required under any mortgage, deed of trust, or other security instrument or security agreement securing this Note; then to any late charges; and then to any unpaid collection costs. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

INTEREST CALCULATION METHOD. Interest on this Note is computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method.

PREPAYMENT. Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in Borrower's making fewer payments. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: Hinsdale Bank & Trust Company, N.A., 25 E. First Street Hinsdale, IL 60521.

LATE CHARGE. If a payment is 10 days or more late, Borrower will be charged 5.000% of the unpaid portion of the regularly scheduled payment.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the interest rate on this Note shall be increased by 6.000 percentage points. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

DEFAULT. Each of the following shall constitute an event of default ("Event of Default") under this Note:

Payment Default. Borrower fails to make any payment when due under this Note.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

Default in Favor of Third Parties. Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to repay this Note or perform Borrower's obligations under this Note or any of the related documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Insolvency. The dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.

Change in Ownership. Any change in ownership of twenty-five percent (25%) or more of the common stock of Borrower.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

Insecurity. Lender in good faith believes itself insecure.

Cure Provisions. If any default, other than a default in payment, is curable and if Borrower has not been given a notice of a breach of the same provision of this Note within the preceding twelve (12) months, it may be cured if Borrower, after Lender sends written notice to Borrower demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance under this Note and all accrued unpaid interest

**PROMISSORY NOTE
(Continued)**

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immediately due, and then Borrower will pay that amount.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees, expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

JURY WAIVER. Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

GOVERNING LAW. This Note 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. This Note has been accepted by Lender in the State of Illinois.

CONFESSION OF JUDGMENT. Borrower hereby irrevocably authorizes and empowers any attorney-at-law to appear in any court of record and to confess judgment against Borrower for the unpaid amount of this Note as evidenced by an affidavit signed by an officer of Lender setting forth the amount then due, attorneys' fees plus costs of suit, and to release all errors, and waive all rights of appeal. If a copy of this Note, 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. Borrower 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 Note have been paid in full. Borrower hereby waives and releases any and all claims or causes of action which Borrower might have against any attorney acting under the terms of authority which Borrower has granted herein arising out of or connected with the confession of judgment hereunder.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

SUCCESSOR INTERESTS. The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

NOTIFY US OF INACCURATE INFORMATION WE REPORT TO CONSUMER REPORTING AGENCIES. Borrower may notify Lender if Lender reports any inaccurate information about Borrower's account(s) to a consumer reporting agency. Borrower's written notice describing the specific inaccuracy(ies) should be sent to Lender at the following address: Hinsdale Bank & Trust Company, N.A. 25 E. First Street Hinsdale, IL 60521.

GENERAL PROVISIONS. If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral, or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

ILLINOIS INSURANCE NOTICE. Unless Borrower provides Lender with evidence of the insurance coverage required by Borrower's agreement with Lender, Lender may purchase insurance at Borrower's expense to protect Lender's interests in the collateral. This insurance may, but need not, protect Borrower's interests. The coverage that Lender purchases may not pay any claim that Borrower makes or any claim that is made against Borrower in connection with the collateral. Borrower may later cancel any insurance purchased by Lender, but only after providing Lender with evidence that Borrower has obtained insurance as required by their agreement. If Lender purchases insurance for the collateral, Borrower will be responsible for the costs of that insurance, including interest and any other charges Lender may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to Borrower's total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance Borrower may be able to obtain on Borrower's own.

PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. BORROWER AGREES TO THE TERMS OF THE NOTE.

BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

BORROWER:

HINSDALE PLATFORM TENNIS ASSOCIATION

By: _____
Authorized Signer

COMMERCIAL SECURITY AGREEMENT

Grantor: Hinsdale Platform Tennis Association
5901 S. County Line Road
Hinsdale, IL 60521

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

THIS COMMERCIAL SECURITY AGREEMENT dated February 24, 2021, is made and executed between Hinsdale Platform Tennis Association ("Grantor") and Hinsdale Bank & Trust Company, N.A. ("Lender").

GRANT OF SECURITY INTEREST. For valuable consideration, Grantor grants to Lender a security interest in the Collateral to secure the Indebtedness and agrees that Lender shall have the rights stated in this Agreement with respect to the Collateral, in addition to all other rights which Lender may have by law.

COLLATERAL DESCRIPTION. The word "Collateral" as used in this Agreement means the following described property, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located, in which Grantor is giving to Lender a security interest for the payment of the Indebtedness and performance of all other obligations under the Note and this Agreement:

All Inventory, Chattel Paper, Accounts, Equipment, General Intangibles and Fixtures

In addition, the word "Collateral" also includes all the following, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located:

- (A) All accessions, attachments, accessories, tools, parts, supplies, replacements of and additions to any of the collateral described herein, whether added now or later.
- (B) All products and produce of any of the property described in this Collateral section.
- (C) All accounts, general intangibles, instruments, rents, monies, payments, and all other rights, arising out of a sale, lease, consignment or other disposition of any of the property described in this Collateral section.
- (D) All proceeds (including insurance proceeds) from the sale, destruction, loss, or other disposition of any of the property described in this Collateral section, and sums due from a third party who has damaged or destroyed the Collateral or from that party's insurer, whether due to judgment, settlement or other process.
- (E) All records and data relating to any of the property described in this Collateral section, whether in the form of a writing, photograph, microfilm, microfiche, or electronic media, together with all of Grantor's right, title, and interest in and to all computer software required to utilize, create, maintain, and process any such records or data on electronic media.

FUTURE ADVANCES. In addition to the Note, this Agreement secures all future advances made by Lender to Grantor regardless of whether the advances are made a) pursuant to a commitment or b) for the same purposes.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Grantor's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Grantor holds jointly with someone else and all accounts Grantor may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Grantor authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the Indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

GRANTOR'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE COLLATERAL. With respect to the Collateral, Grantor represents and promises to Lender that:

Perfection of Security Interest. Grantor agrees to take whatever actions are requested by Lender to perfect and continue Lender's security interest in the Collateral. Upon request of Lender, Grantor will deliver to Lender any and all of the documents evidencing or constituting the Collateral, and Grantor will note Lender's interest upon any and all chattel paper and instruments if not delivered to Lender for possession by Lender. This is a continuing Security Agreement and will continue in effect even though all or any part of the Indebtedness is paid in full and even though for a period of time Grantor may not be indebted to Lender.

Notices to Lender. Grantor 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 (1) change in Grantor's name; (2) change in Grantor's assumed business name(s); (3) change in the management of the Corporation Grantor; (4) change in the authorized signer(s); (5) change in Grantor's principal office address; (6) change in Grantor's state of organization; (7) conversion of Grantor to a new or different type of business entity; or (8) change in any other aspect of Grantor that directly or indirectly relates to any agreements between Grantor and Lender. No change in Grantor's name or state of organization will take effect until after Lender has received notice.

No Violation. The execution and delivery of this Agreement will not violate any law or agreement governing Grantor or to which Grantor is a party, and its certificate or articles of incorporation and bylaws do not prohibit any term or condition of this Agreement.

Enforceability of Collateral. To the extent the Collateral consists of accounts, chattel paper, or general intangibles, as defined by the Uniform Commercial Code, the Collateral is enforceable in accordance with its terms, is genuine, and fully complies with all applicable laws and regulations concerning form, content and manner of preparation and execution, and all persons appearing to be obligated on the Collateral have authority and capacity to contract and are in fact obligated as they appear to be on the Collateral. At the time any account becomes subject to a security interest in favor of Lender, the account shall be a good and valid account representing an undisputed, bona fide indebtedness incurred by the account debtor, for merchandise held subject to delivery instructions or previously shipped or delivered pursuant to a contract of sale, or for services previously performed by Grantor with or for the account debtor. So long as this Agreement remains in effect, Grantor shall not, without Lender's prior written consent, compromise, settle, adjust, or extend payment under or with regard to any such Accounts. There shall be no setoffs or counterclaims against any of the Collateral, and no agreement shall have been made under which any deductions or discounts may be claimed concerning the Collateral except those disclosed to Lender in writing.

Location of the Collateral. Except in the ordinary course of Grantor's business, Grantor agrees to keep the Collateral (or to the extent the Collateral consists of intangible property such as accounts or general intangibles, the records concerning the Collateral) at Grantor's address shown above or at such other locations as are acceptable to Lender. Upon Lender's request, Grantor will deliver to Lender in form satisfactory to Lender a schedule of real properties and Collateral locations relating to Grantor's operations, including without limitation the following: (1) all real property Grantor owns or is purchasing; (2) all real property Grantor is renting or leasing; (3) all storage facilities Grantor owns, rents, leases, or uses; and (4) all other properties where Collateral is or may be located.

Removal of the Collateral. Except in the ordinary course of Grantor's business, including the sales of inventory, Grantor shall not remove

the Collateral from its existing location without Lender's prior written consent. To the extent that the Collateral consists of vehicles, or other titled property, Grantor shall not take or permit any action which would require application for certificates of title for the vehicles outside the State of Illinois, without Lender's prior written consent. Grantor shall, whenever requested, advise Lender of the exact location of the Collateral.

Transactions Involving Collateral. Except for inventory sold or accounts collected in the ordinary course of Grantor's business, or as otherwise provided for in this Agreement, Grantor shall not sell, offer to sell, or otherwise transfer or dispose of the Collateral. While Grantor is not in default under this Agreement, Grantor may sell inventory, but only in the ordinary course of its business and only to buyers who qualify as a buyer in the ordinary course of business. A sale in the ordinary course of Grantor's business does not include a transfer in partial or total satisfaction of a debt or any bulk sale. Grantor shall not pledge, mortgage, encumber or otherwise permit the Collateral to be subject to any lien, security interest, encumbrance, or charge, other than the security interest provided for in this Agreement, without the prior written consent of Lender. This includes security interests even if junior in right to the security interests granted under this Agreement. Unless waived by Lender, all proceeds from any disposition of the Collateral (for whatever reason) shall be held in trust for Lender and shall not be commingled with any other funds; provided however, this requirement shall not constitute consent by Lender to any sale or other disposition. Upon receipt, Grantor shall immediately deliver any such proceeds to Lender.

Title. Grantor represents and warrants to Lender that Grantor holds good and marketable title to the Collateral, free and clear of all liens and encumbrances except for the lien of this Agreement. No financing statement covering any of the Collateral is on file in any public office other than those which reflect the security interest created by this Agreement or to which Lender has specifically consented. Grantor shall defend Lender's rights in the Collateral against the claims and demands of all other persons.

Repairs and Maintenance. Grantor agrees to keep and maintain, and to cause others to keep and maintain, the Collateral in good order, repair and condition at all times while this Agreement remains in effect. Grantor further agrees to pay when due all claims for work done on, or services rendered or material furnished in connection with the Collateral so that no lien or encumbrance may ever attach to or be filed against the Collateral.

Inspection of Collateral. Lender and Lender's designated representatives and agents shall have the right at all reasonable times to examine and inspect the Collateral wherever located.

Taxes, Assessments and Liens. Grantor will pay when due all taxes, assessments and liens upon the Collateral, its use or operation, upon this Agreement, upon any promissory note or notes evidencing the indebtedness, or upon any of the other Related Documents. Grantor may withhold any such payment or may elect to contest any lien if Grantor is in good faith conducting an appropriate proceeding to contest the obligation to pay and so long as Lender's interest in the Collateral is not jeopardized in Lender's sole opinion. If the Collateral is subjected to a lien which is not discharged within fifteen (15) days, Grantor shall deposit with Lender cash, a sufficient corporate surety bond or other security satisfactory to Lender in an amount adequate to provide for the discharge of the lien plus any interest, costs, attorneys' fees or other charges that could accrue as a result of foreclosure or sale of the Collateral. In any contest Grantor shall defend itself and Lender and shall satisfy any final adverse judgment before enforcement against the Collateral. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings. Grantor further agrees to furnish Lender with evidence that such taxes, assessments, and governmental and other charges have been paid in full and in a timely manner. Grantor may withhold any such payment or may elect to contest any lien if Grantor is in good faith conducting an appropriate proceeding to contest the obligation to pay and so long as Lender's interest in the Collateral is not jeopardized.

Compliance with Governmental Requirements. Grantor shall comply promptly with all laws, ordinances, rules and regulations of all governmental authorities, now or hereafter in effect, applicable to the ownership, production, disposition, or use of the Collateral, including all laws or regulations relating to the undue erosion of highly-erodible land or relating to the conversion of wetlands for the production of an agricultural product or commodity. Grantor may contest in good faith any such law, ordinance or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Lender's interest in the Collateral, in Lender's opinion, is not jeopardized.

Hazardous Substances. Grantor represents and warrants that the Collateral never has been, and never will be so long as this Agreement remains a lien on the Collateral, used in violation of any Environmental Laws or for the generation, manufacture, storage, transportation, treatment, disposal, release or threatened release of any Hazardous Substance. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Collateral for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any Environmental Laws and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims and losses resulting from a breach of this provision of this Agreement. This obligation to indemnify and defend shall survive the payment of the Indebtedness and the satisfaction of this Agreement.

Maintenance of Casualty Insurance. Grantor shall procure and maintain all risks insurance, including without limitation fire, theft and liability coverage together with such other insurance as Lender may require with respect to the Collateral, in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days' prior written notice to Lender and not including any disclaimer of the insurer's liability for failure to give such a notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. In connection with all policies covering assets in which Lender holds or is offered a security interest, Grantor will provide Lender with such loss payable or other endorsements as Lender may require. If Grantor at any time fails to obtain or maintain any insurance as required under this Agreement, Lender may (but shall not be obligated to) obtain such insurance as Lender deems appropriate, including if Lender so chooses "single interest insurance" which will cover only Lender's interest in the Collateral.

Application of Insurance Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Collateral if the estimated cost of repair or replacement exceeds \$1,000.00, whether or not such casualty or loss is covered by insurance. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. All proceeds of any insurance on the Collateral, including accrued proceeds thereon, shall be held by Lender as part of the Collateral. If Lender consents to repair or replacement of the damaged or destroyed Collateral, Lender shall, upon satisfactory proof of expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration. If Lender does not consent to repair or replacement of the Collateral, Lender shall retain a sufficient amount of the proceeds to pay all of the Indebtedness, and shall pay the balance to Grantor. Any proceeds which have not been disbursed within six (6) months after their receipt and which Grantor has not committed to the repair or restoration of the Collateral shall be used to prepay the Indebtedness.

Insurance Reserves. Lender may require Grantor to maintain with Lender reserves for payment of insurance premiums, which reserves shall be created by monthly payments from Grantor of a sum estimated by Lender to be sufficient to produce, at least fifteen (15) days before the premium due date, amounts at least equal to the insurance premiums to be paid. If fifteen (15) days before payment is due, the reserve funds are insufficient, Grantor shall upon demand pay any deficiency to Lender. The reserve funds shall be held by Lender as a general

COMMERCIAL SECURITY AGREEMENT (Continued)

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deposit and shall constitute a non-interest-bearing account which Lender may satisfy by payment of the insurance premiums required to be paid by Grantor as they become due. Lender does not hold the reserve funds in trust for Grantor, and Lender is not the agent of Grantor for payment of the insurance premiums required to be paid by Grantor. The responsibility for the payment of premiums shall remain Grantor's sole responsibility.

Insurance Reports. Grantor, upon request of Lender, shall furnish to Lender reports on each existing policy of insurance showing such information as Lender may reasonably request including the following: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured; (5) the then current value on the basis of which insurance has been obtained and the manner of determining that value; and (6) the expiration date of the policy. In addition, Grantor shall upon request by Lender (however not more often than annually) have an independent appraiser satisfactory to Lender determine, as applicable, the cash value or replacement cost of the Collateral.

Financing Statements. Grantor authorizes Lender to file a UCC financing statement, or alternatively, a copy of this Agreement to perfect Lender's security interest. At Lender's request, Grantor additionally agrees to sign all other documents that are necessary to perfect, protect, and continue Lender's security interest in the Property. Grantor will pay all filing fees, title transfer fees, and other fees and costs involved unless prohibited by law or unless Lender is required by law to pay such fees and costs. Grantor irrevocably appoints Lender to execute documents necessary to transfer title if there is a default. Lender may file a copy of this Agreement as a financing statement.

GRANTOR'S RIGHT TO POSSESSION AND TO COLLECT ACCOUNTS. Until default and except as otherwise provided below with respect to accounts, Grantor may have possession of the tangible personal property and beneficial use of all the Collateral and may use it in any lawful manner not inconsistent with this Agreement or the Related Documents, provided that Grantor's right to possession and beneficial use shall not apply to any Collateral where possession of the Collateral by Lender is required by law to perfect Lender's security interest in such Collateral. Until otherwise notified by Lender, Grantor may collect any of the Collateral consisting of accounts. At any time and even though no Event of Default exists, Lender may exercise its rights to collect the accounts and to notify account debtors to make payments directly to Lender for application to the Indebtedness. If Lender at any time has possession of any Collateral, whether before or after an Event of Default, Lender shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral if Lender takes such action for that purpose as Grantor shall request or as Lender, in Lender's sole discretion, shall deem appropriate under the circumstances, but failure to honor any request by Grantor shall not of itself be deemed to be a failure to exercise reasonable care. Lender shall not be required to take any steps necessary to preserve any rights in the Collateral against prior parties, nor to protect, preserve or maintain any security interest given to secure the Indebtedness.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Collateral or if Grantor fails to comply with any provision of this Agreement or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Agreement or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims at any time levied or placed on the Collateral and paying all costs for insuring, maintaining and preserving the Collateral. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Agreement also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon the occurrence of any Event of Default.

REINSTATEMENT OF SECURITY INTEREST. If payment is made by Grantor, whether voluntarily or otherwise, or by guarantor or by any third party, on the Indebtedness and thereafter Lender is forced to remit the amount of that payment (A) to Grantor's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, (B) by reason of any judgment, decree or order of any court or administrative body having jurisdiction over Lender or any of Lender's property, or (C) by reason of any settlement or compromise of any claim made by Lender with any claimant (including without limitation Grantor), the Indebtedness shall be considered unpaid for the purpose of enforcement of this Agreement and this Agreement shall continue to be effective or shall be reinstated, as the case may be, notwithstanding any cancellation of this Agreement or of any note or other instrument or agreement evidencing the Indebtedness and the Collateral will continue to secure the amount repaid or recovered to the same extent as if that amount never had been originally received by Lender, and Grantor shall be bound by any judgment, decree, order, settlement or compromise relating to the Indebtedness or to this Agreement.

DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Default in Favor of Third Parties. Any guarantor or Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of any guarantor's or Grantor's property or ability to perform their respective obligations under this Agreement or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Agreement or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Insolvency. The dissolution or termination of Grantor's existence as a going business, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any collateral securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or Guarantor dies or becomes incompetent or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

Cure Provisions. If any default, other than a default in payment, is curable and if Grantor has not been given a notice of a breach of the same provision of this Agreement within the preceding twelve (12) months, it may be cured if Grantor, after Lender sends written notice to Grantor demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Agreement, at any time thereafter, Lender shall have all the rights of a secured party under the Illinois Uniform Commercial Code. In addition and without limitation, Lender may exercise any one or more of the following rights and remedies:

Accelerate Indebtedness. Lender may declare the entire Indebtedness, including any prepayment penalty which Grantor would be required to pay, immediately due and payable, without notice of any kind to Grantor.

Assemble Collateral. Lender may require Grantor to deliver to Lender all or any portion of the Collateral and any and all certificates of title and other documents relating to the Collateral. Lender may require Grantor to assemble the Collateral and make it available to Lender at a place to be designated by Lender. Lender also shall have full power to enter upon the property of Grantor to take possession of and remove the Collateral. If the Collateral contains other goods not covered by this Agreement at the time of repossession, Grantor agrees Lender may take such other goods, provided that Lender makes reasonable efforts to return them to Grantor after repossession.

Sell the Collateral. Lender shall have full power to sell, lease, transfer, or otherwise deal with the Collateral or proceeds thereof in Lender's own name or that of Grantor. Lender may sell the Collateral at public auction or private sale. Unless the Collateral threatens to decline speedily in value or is of a type customarily sold on a recognized market, Lender will give Grantor, and other persons as required by law, reasonable notice of the time and place of any public sale, or the time after which any private sale or any other disposition of the Collateral is to be made. However, no notice need be provided to any person who, after Event of Default occurs, enters into and authenticates an agreement waiving that person's right to notification of sale. The requirements of reasonable notice shall be met if such notice is given at least ten (10) days before the time of the sale or disposition. All expenses relating to the disposition of the Collateral, including without limitation the expenses of relaking, holding, insuring, preparing for sale and selling the Collateral, shall become a part of the Indebtedness secured by this Agreement and shall be payable on demand, with interest at the Note rate from date of expenditure until repaid.

Mortgagee in Possession. Lender shall have the right to be placed as mortgagee in possession or to have a receiver appointed to take possession of all or any part of the Collateral, with the power to protect and preserve the Collateral, to operate the Collateral preceding foreclosure or sale, and to collect the Rents from the Collateral and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The mortgagee in possession or receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Collateral exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Collect Revenues, Apply Accounts. Lender, either itself or through a receiver, may collect the payments, rents, income, and revenues from the Collateral. Lender may at any time in Lender's discretion transfer any Collateral into Lender's own name or that of Lender's nominee and receive the payments, rents, income, and revenues therefrom and hold the same as security for the Indebtedness or apply it to payment of the Indebtedness in such order of preference as Lender may determine. Insofar as the Collateral consists of accounts, general intangibles, insurance policies, instruments, chattel paper, choses in action, or similar property, Lender may demand, collect, receipt for, settle, compromise, adjust, sue for, foreclose or realize on the Collateral as Lender may determine, whether or not Indebtedness or Collateral is then due. For these purposes, Lender may, on behalf of and in the name of Grantor, receive, open and dispose of mail addressed to Grantor; change any address to which mail and payments are to be sent; and endorse notes, checks, drafts, money orders, documents of title, instruments and items pertaining to payment, shipment, or storage of any Collateral. To facilitate collection, Lender may notify account debtors and obligors on any Collateral to make payments directly to Lender.

Obtain Deficiency. If Lender chooses to sell any or all of the Collateral, Lender may obtain a judgment against Grantor for any deficiency remaining on the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this Agreement. Grantor shall be liable for a deficiency even if the transaction described in this subsection is a sale of accounts or chattel paper.

Other Rights and Remedies. Lender shall have all the rights and remedies of a secured creditor under the provisions of the Uniform Commercial Code, as may be amended from time to time. In addition, Lender shall have and may exercise any or all other rights and remedies it may have available at law, in equity, or otherwise.

Election of Remedies. Except as may be prohibited by applicable law, all of Lender's rights and remedies, whether evidenced by this Agreement, the Related Documents, or by any other writing, shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Agreement, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

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

Amendments. This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement 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.

Attorneys' Fees; Expenses. Grantor agrees to pay upon demand all of Lender's costs and expenses, including Lender's attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement, and Grantor shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Grantor also shall pay all court costs and such additional fees as may be directed by the court.

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

Governing Law. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the

**COMMERCIAL SECURITY AGREEMENT
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laws of the State of Illinois without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of Illinois.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Agreement 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 Agreement 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 Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, 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.

Notices. Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), 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 addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement 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, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

Power of Attorney. Grantor hereby appoints Lender as Grantor's irrevocable attorney-in-fact for the purpose of executing any documents necessary to perfect, amend, or to continue the security interest granted in this Agreement or to demand termination of filings of other secured parties. Lender may at any time, and without further authorization from Grantor, file a carbon, photographic or other reproduction of any financing statement or of this Agreement for use as a financing statement. Grantor will reimburse Lender for all expenses for the perfection and the continuation of the perfection of Lender's security interest in the Collateral.

Severability. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

Successors and Assigns. Subject to any limitations stated in this Agreement on transfer of Grantor's interest, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Collateral becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Agreement and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Agreement or liability under the Indebtedness.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Agreement shall survive the execution and delivery of this Agreement, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

Time is of the Essence. Time is of the essence in the performance of this Agreement.

Waive Jury. All parties to this Agreement hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code:

Agreement. The word "Agreement" means this Commercial Security Agreement, as this Commercial Security Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Commercial Security Agreement from time to time.

Borrower. The word "Borrower" means Hinsdale Platform Tennis Association and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Collateral. The word "Collateral" means all of Grantor's right, title and interest in and to all the Collateral as described in the Collateral Description section of this Agreement.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Agreement in the default section of this Agreement.

Grantor. The word "Grantor" means Hinsdale Platform Tennis Association.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Indebtedness. The word "Indebtedness" means the indebtedness evidenced by the Note or Related Documents, including all principal and interest together with all other indebtedness and costs and expenses for which Grantor is responsible under this Agreement or under any of the Related Documents. Specifically, without limitation, Indebtedness includes the future advances set forth in the Future Advances

AGREEMENT TO PROVIDE INSURANCE

Grantor: Hinsdale Platform Tennis Association
5901 S. County Line Road
Hinsdale, IL 60521

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

INSURANCE REQUIREMENTS. Grantor, Hinsdale Platform Tennis Association ("Grantor"), understands that insurance coverage is required in connection with the extending of a loan or the providing of other financial accommodations to Grantor by Lender. These requirements are set forth in the security documents for the loan. The following minimum insurance coverages must be provided on the following described collateral (the "Collateral"):

Collateral: All Inventory, Equipment and Fixtures.

Type: All risks, including fire, theft and liability.

Amount: Full Insurable Value.

Basis: Replacement value.

Endorsements: Lender loss payable clause with stipulation that coverage will not be cancelled or diminished without a minimum of 10 days prior written notice to Lender.

Latest Delivery Date: By the loan closing date.

INSURANCE COMPANY. Grantor may obtain insurance from any insurance company Grantor may choose that is reasonably acceptable to Lender. Grantor understands that credit may not be denied solely because insurance was not purchased through Lender.

INSURANCE MAILING ADDRESS. All documents and other materials relating to insurance for this loan should be mailed, delivered or directed to the following address:

Hinsdale Bank & Trust Company, N.A.
9801 W Higgins, Suite 400
Rosemont, IL 60018

FAILURE TO PROVIDE INSURANCE. Grantor agrees to deliver to Lender, on the latest delivery date stated above, proof of the required insurance as provided above, with an effective date of February 24, 2021, or earlier. **UNLESS GRANTOR PROVIDES LENDER WITH EVIDENCE OF THE INSURANCE COVERAGE REQUIRED BY GRANTOR'S AGREEMENT WITH LENDER, LENDER MAY PURCHASE INSURANCE AT GRANTOR'S EXPENSE TO PROTECT LENDER'S INTERESTS IN THE COLLATERAL. THIS INSURANCE MAY, BUT NEED NOT, PROTECT GRANTOR'S INTERESTS. THE COVERAGE THAT LENDER PURCHASES MAY NOT PAY ANY CLAIM THAT GRANTOR MAKES, OR ANY CLAIM THAT IS MADE AGAINST GRANTOR IN CONNECTION WITH THE COLLATERAL. GRANTOR MAY LATER CANCEL ANY INSURANCE PURCHASED BY LENDER, BUT ONLY AFTER PROVIDING LENDER WITH EVIDENCE THAT GRANTOR HAS OBTAINED INSURANCE AS REQUIRED BY THEIR AGREEMENT. IF LENDER PURCHASES INSURANCE FOR THE COLLATERAL, GRANTOR WILL BE RESPONSIBLE FOR THE COSTS OF THAT INSURANCE, INCLUDING INTEREST AND ANY OTHER CHARGES LENDER MAY IMPOSE IN CONNECTION WITH THE PLACEMENT OF THE INSURANCE, UNTIL THE EFFECTIVE DATE OF THE CANCELLATION OR EXPIRATION OF THE INSURANCE. THE COSTS OF THE INSURANCE MAY BE ADDED TO GRANTOR'S TOTAL OUTSTANDING BALANCE OR OBLIGATION. THE COSTS OF THE INSURANCE MAY BE MORE THAN THE COST OF INSURANCE GRANTOR MAY BE ABLE TO OBTAIN ON GRANTOR'S OWN.**

IN ADDITION, THE INSURANCE MAY NOT PROVIDE ANY PUBLIC LIABILITY OR PROPERTY DAMAGE INDEMNIFICATION AND MAY NOT MEET THE REQUIREMENTS OF ANY FINANCIAL RESPONSIBILITY LAWS.

AUTHORIZATION. For purposes of insurance coverage on the Collateral, Grantor authorizes Lender to provide to any person (including any insurance agent or company) all information Lender deems appropriate, whether regarding the Collateral, the loan or other financial accommodations, or both.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS AGREEMENT TO PROVIDE INSURANCE AND AGREES TO ITS TERMS. THIS AGREEMENT IS DATED FEBRUARY 24, 2021.

GRANTOR:

HINSDALE PLATFORM TENNIS ASSOCIATION

By: _____
Authorized Signer

**FOR LENDER USE ONLY
INSURANCE VERIFICATION**

DATE: _____

PHONE: _____

AGENT'S NAME: _____

AGENCY: _____

ADDRESS: _____

INSURANCE COMPANY: _____

POLICY NUMBER: _____

EFFECTIVE DATES: _____

COMMENTS: _____

DISBURSEMENT REQUEST AND AUTHORIZATION

Borrower: Hinsdale Platform Tennis Association
5901 S. County Line Road
Hinsdale, IL 60521

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

LOAN TYPE. This is a Fixed Rate (3.750%) Nondisclosable Loan to a Corporation for \$360,000.00 due on February 24, 2028.

PRIMARY PURPOSE OF LOAN. The primary purpose of this loan is for:

- ☐ Personal, Family, or Household Purposes or Personal Investment.
☒ Business.

SPECIFIC PURPOSE. The specific purpose of this loan is: A new \$360M term loan to be used for the renovation of the paddle hut located at Katherine Legge Memorial Park in Hinsdale, IL.

DISBURSEMENT INSTRUCTIONS. Borrower understands that no loan proceeds will be disbursed until all of Lender's conditions for making the loan have been satisfied. Please disburse the loan proceeds of \$360,000.00 as follows:

Other Disbursements: \$360,000.00
\$360,000.00 Lender to Advise

Note Principal: \$360,000.00

FINANCIAL CONDITION. BY SIGNING THIS AUTHORIZATION, BORROWER REPRESENTS AND WARRANTS TO LENDER THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT AND THAT THERE HAS BEEN NO MATERIAL ADVERSE CHANGE IN BORROWER'S FINANCIAL CONDITION AS DISCLOSED IN BORROWER'S MOST RECENT FINANCIAL STATEMENT TO LENDER. THIS AUTHORIZATION IS DATED FEBRUARY 24, 2021.

BORROWER:

HINSDALE PLATFORM TENNIS ASSOCIATION

By: _____
Authorized Signer

Administration

AGENDA SECTION: Second Reading - ACA

SUBJECT: Adjust the number of authorized liquor licenses by class

MEETING DATE: March 16, 2021

FROM: Christine Bruton, Village Clerk

Recommended Motion

Approve an Ordinance Amending Subsection 3-3-13A of the Village Code of Hinsdale Related to the Number of Liquor Licenses

Background

As a discussion item at the Village Board meeting of January 5, 2021, the Board agreed to four requests for new liquor licensing. Three of those businesses have submitted completed applications; Sauced Pizzeria (formerly Baldinelli's), Toni Patisserie, and Egg Harbor Café. In accordance with the provisions of Chapter 3-3-13B, Board approval is required to increase or decrease the number of licenses permitted in any classification.

Discussion & Recommendation

As a result of these new applications, where an adjustment to the number of authorized licenses in the appropriate class would be warranted, staff performed a comprehensive review of all license classes and found two minor discrepancies** in the B1 and C classes. All changes are noted below:

License Class	Current #	Inc./Dec.	Final	Explanation
A1 – Packaged, Beer & Wine	3	+1	4	Addition of Toni Patisserie & Café (Currently includes Hinsdale Food & Liquors, BP Amoco, and Shell)
B1 – Restaurant Beer & Wine	2	-1	1	**Should have been reduced when Baldinelli's upgraded to B2 in 2019
B2 – Restaurant Beer, Wine, Liquor	9	+1	10	Replace existing Baldinelli's with Sauced Pizzeria and add Egg Harbor Café (Currently includes Il Poggiolo, Nabuki, Hua- Ting, Jade Dragon, Wild Ginger, Vistro, Fuller House, Casa Margarita)
B4 – Restaurant Packaged	3	+1	4	Addition of Sauced Pizzeria (Currently includes Vistro, Casa Margarita and Fuller House)
C – Personal Services	4	-1	3	**Should have been reduced when Trunk Club closed in 2018

Budget Impact

N/A

Village Board and/or Committee Action

This appears as a second reading, as according to policy the discussion of these new licenses on January 5, 2021 can serve as a first reading, and to avoid any delay in opening for these new businesses.

Attachments

1. Draft Ordinance
2. Minutes of January 5, 2021 Board discussion

VILLAGE OF HINSDALE

ORDINANCE NO. _____

AN ORDINANCE AMENDING SUBSECTION 3-3-13A
OF THE VILLAGE CODE OF HINSDALE
RELATED TO THE NUMBER OF LIQUOR LICENSES

WHEREAS, the Village of Hinsdale carefully licenses and regulates the sale and service of alcoholic liquor in the Village;

WHEREAS, among the alcoholic liquor regulations are limits on the number of available licenses in each license class, which limits are set forth in Subsection 3-3-13A of the Village Code of Hinsdale; and

WHEREAS, the President and Board of Trustees of the Village of Hinsdale have determined that it is appropriate and in the best interests of the Village and its residents to amend Subsection 3-3-13A as provided in this Ordinance;

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

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

Section 2. Amendment of Subsection 3-3-13A. Subsection 3-3-13A, titled "Number of Licenses," of the Village Code of Hinsdale shall be, and it is hereby, amended in its entirety so that said Subsection 3-3-13A shall hereafter be and read as follows:

3-3-13: LOCAL LIQUOR LICENSES:

* * *

A. Number of Licenses:

<u>License Category</u>	<u>Number of Licenses</u>
Class A1 Packaged Sales-Beer/Wine	3 4
Class A2 Packaged Sales-Liquor/Beer/Wine	2
Class A3 Packaged Sales-Boutique	1
Class A4 Packaged Sales-Consumption	0
Class B1 Restaurant-Beer/Wine	2 1
Class B2 Restaurant-Liquor/Beer/Wine	9 10
Class B3 Restaurant-BYOB	0
Class B4 Restaurant-Packaged Sales	3 4
Class C Personal Services	4 3
Class D1 Special Events - Annual	3
Class D2 Special Events* - Single	*

*(As approved by the Hinsdale Liquor Commissioner)

Section 3. Effective Date. This Ordinance shall be in full force and effect on immediately following its passage and approval. The Village Clerk is hereby authorized and directed to cause this Ordinance to be published in pamphlet form.

PASSED this _____ day of _____, 2021.

AYES:

NAYS:

ABSENT:

APPROVED this _____ day of _____, 2021.

Village President

ATTEST:

Village Clerk

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

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

DISCUSSION ITEMS

a) Tollway update

Assistant Village Manager Brad Bloom stated there is no update at this time.

b) Village website redesign

Mr. Bloom introduced Ms. Sammy Hanzel who with the assistance of Public Services Analyst Garrett Hummel worked with our current website designer to update the Village website. He added that the redesign is per the existing contract with Revise, and is no additional cost to the Village.

Ms. Hanzel addressed the Board and illustrated improvements to the website. She pointed out that the goal was to make the site more modern and fit the aesthetic standard used across the Village. The new website is ready to go live tomorrow. She explained the functionality is essentially the same, and the site remains ADA compliant. She pointed out the new alert feature on the home page, providing quick link buttons that can be changed easily to items of current interest. She described various other benefits, noting the new feature that accesses Village social media sites.

President Cauley and the Board agreed the new website looks good and did not object to it going live tomorrow.

c) Liquor Licensing – new business proposals

Mr. Bloom began discussion stating there have been a number of new liquor licensing requests. **Baldinelli's** is changing ownership in mid-February. The new owner intends to continue in that business model, but is requesting the addition of packaged sales. The Board had no concerns; Trustee Hughes confirmed that this is provided for by the code for an additional fee. **Toni Patisserie & Café** has applied for an A1 Packaged Sales license for beer and wine. Mr. Paul Pell, owner, explained they are expanding their business model. Alcohol will not be served, but they want to offer bottles of wine to their customers, consistent with their French identity. The Board had no objections. **Egg Harbor Café** has applied for a B2 Restaurant license for beer, wine and liquor. Mr. Matt Farrell, explained this is a change from their current business model, to allow alcohol service with meals. The Board had no objections.

The final proposal was represented by **Mr. Aaron Comes**, who is currently the sole proprietor of a high-end haberdashery located in Chicago, and is in the process of opening another location in Hinsdale. Mr. Bloom explained Mr. Comes intends to sell and/or dispense high-end spirits to customers, but not in the manner of a bar. He also wants to hold special customer events, to be conducted when the store is closed. He further explained that the Village Attorney has reviewed the request, and the current code can accommodate this business model with a combination of license classes. Trustee Banke expressed concern that there is no food being served, and the Village may be inching closer

to bars. Trustee Stifflear echoed this, but noted Mr. Comes is selling goods, the alcohol is secondary only to make the customer experience better. Trustee Banke is concerned about setting a precedent. Mr. Comes addressed the Board stating that such retail stores as Nordstrom, Crate and Barrel, and Restoration Hardware now serve alcohol. He said he currently hosts tastings in his downtown business, which has grown from word of mouth. He said he wants to educate his clients to something he has enjoyed.

Trustee Byrnes stated he is comfortable with the request, and Trustee Hughes added that he has been a client of Mr. Comes for 10 years, and is familiar with how the business operation in the city. He assured the Board that nothing you would see would cause concern; this is very high-end, and the alcohol component is very discreet.

Mr. Bloom said the liquor ordinance adjustments in terms of number of licenses in each class will be brought back to the Board for approval as the applications are completed.

DEPARTMENT AND STAFF REPORTS

- a) Parks & Recreation
- b) Community Development

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

REPORTS FROM ADVISORY BOARDS AND COMMISSIONS

None.

CITIZENS' PETITIONS

None.

TRUSTEE COMMENTS

None.

ADJOURNMENT

There being no further business before the Board, President Cauley asked for a motion to adjourn to closed session. Trustee Stifflear moved to **adjourn the regularly scheduled meeting of the Hinsdale Village Board of Trustees of January 5, 2021 into closed session under 5 ILCS 120/2(c)(1) appointment, employment compensation, discipline, performance or dismissal of specific employees or legal counsel, and 5 ILCS 120/2(c)(11) litigation, filed or pending before a court or administrative tribunal or when an action is probable or imminent, and not to reconvene.** Trustee Hughes seconded the motion.

Community Development

AGENDA SECTION: Second Reading -ZPS
SUBJECT: Ordinance Adding New Chapter 19 (Group Home Serving Persons with Disabilities) to Title 3
MEETING DATE: March 16, 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

At their meeting of March 2, 2021, the Board agreed to move this item forward for a second reading at their next meeting.

Documents Attached

1. Draft Ordinance

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, due to the varying degrees of traffic and other types of intensity of use among different forms of group homes, 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. Such locations would require approval on a case-by-case basis as provided in Subsection (B) of this Section 3-19-4.

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

10b

Christine Bruton

From: PETER BURDI <~~peterburdi@icloud.com~~>
Sent: Tuesday, March 2, 2021 12:28 PM
To: Christine Bruton
Subject: Upgrade liquor license for nabuki

Hello Chris

Thanks for the information regarding the sale of packaged liquor.

We hereby request that the Village of Hinsdale allow nabuki Nabu LLC to sell from its new pick up space packaged liquor. It will consist of sales of wine, beer, saki, and pre-made liquor cocktails.

Thanks

Peter Burdi

Sent from my iPhone

ANNUAL PEST MANAGEMENT REVIEW

The Board of Trustees of the Village of Hinsdale will hold their regularly scheduled meeting on Tuesday, March 16, 2021 at 7:30 p.m. (electronically), and will conduct the annual Integrated Pest Management review. The meeting shall specifically consider the issue of chemical pesticide use on Village property, alternative means for the management of pests on Village property and any recommendations of the Pest Management Coordinator concerning pest management on Village property.

Written information and comments concerning pest management on Village property will be solicited. Public participation is encouraged, and a registry will be available for anyone wishing to receive additional information. Any technical or scientific questions regarding chemical pesticide use must be submitted in writing, no less than seven days before the Integrated Pest Management review meeting.

John Finnell
Pest Management Coordinator
630-789-7043
jfinnell@villageothinsdale.org

Christine Bruton

From: John Finnell
Sent: Friday, March 5, 2021 8:20 AM
To: Mary Blair
Cc: George Peluso; Christine Bruton
Subject: RE: Pest Management in Hinsdale

Hi Mary,

Thank you for taking time in sending on your concerns. I've copied the Village Clerk on this email and it will be included in the IPM packet. The Village has had an IPM policy since 1995 with a goal to reduce reliance on chemical pesticides. The turf maintenance program focuses on cultural practices to maintain turf quality such as aeration, top dressing and overseeding. These practices have created the environment that has allowed the Village to not use chemical pesticides on the turf for several years. There is much more detail in the IPM report that is available on the Village web-site. Please let me know if you have any additional questions or concerns.

Best regards,

John

John Finnell
Village of Hinsdale
Superintendent of Parks and Forestry

P 630 789 7043
E jfinnell@villageofhinsdale.org



From: Mary Blair <maryblair@villageofhinsdale.org>
Sent: Thursday, March 4, 2021 6:06 PM
To: John Finnell <JFinnell@villageofhinsdale.org>
Subject: Pest Management in Hinsdale

John

I saw the posting about the Pest Management Review Meeting in the Hinsdalean today. While I cannot attend the meeting on March 16, I wanted to give my opinion. I strongly oppose any use of chemical pesticides on Village property. I believe ANY chemical pesticide is not safe to humans. There are "green/organic" lawn care companies throughout the area that could be used

instead. DigRightIn Landscaping, is one. It may be more expensive, but isn't the safety of residents of Hinsdale more important?

If I should be sending my thoughts to someone other than you, please let me know.

Mary Blair
438 S Bruner St.
Hinsdale



11a

MEMORANDUM

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

- **2021 Infrastructure Improvement Projects.** Village consultants are working on design and/or bidding for the following projects:
 - 2021 Watermain Project Phase 2 – Construction starts 03/15/21
 - 2021 Chicago Avenue Resurfacing Project – IDOT bid opening 06/11/21
 - 2021 Eighth Street Reconstruction Project – Village bid opening 03/26/21
 - 2021 Maintenance Project – Contractor approved 03/02/21
 - 2022 S. Garfield Street Project – IDOT design kick-off meeting 02/22/21
- **IDOT resurfacing of 47th Street over I-294 (County Line Road to Wolf Road).** After completing median repairs and applying asphalt patches to numerous joints in the concrete pavement, IDOT has suspended work for the 2020 construction year. Completion of the project, including an asphalt overlay over the entire street, is scheduled for the spring of 2021.

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

The Engineering Division activities include working with the Building Division to complete site inspections, managing Capital Improvement Projects, responding to drainage complaints, and addressing environmental permit obligations. In total, three Engineering employees performed 40 construction site inspections or drainage complaint inspections in December.

Staff submitted six environmental reports during in February. Per Hinsdale's combined sewer overflow (CSO) permit #IL0066818, staff submitted four reports to the Illinois Environmental Protection Agency (IEPA). This equals one monthly Discharge Monitoring Report (DMR) for each of the Village's four Combined Sewer Overflow (CSO). Staff submitted the Annual Summary Report for the Village's Infiltration/Inflow Control Plan to the Metropolitan Water Reclamation District of Greater Chicago (MWRDGC). Finally, staff submitted a Notice of Intent to renew the IEPA's "General Permit for Discharges from Small Municipal Separate Storm Sewer Systems (MS4's)" to DuPage County, our co-permittee under the general permit. DuPage County will then submit a joint NOI to the IEPA so that both the County and Village will be covered under the new permit.

The following capital improvement projects and engineering studies are underway:

Chicago Avenue Watermain Phase 2

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

2021 WM Ph2 – 12" WM on Chicago Ave. from Washington St. to Stough St.

- 01/06/21 – Construction bid advertising
- 01/22/21 – Open construction bids – John Neri Construction was the lowest, responsive bidder.
- 02/02/21 – Board of Trustees first read
- 03/02/21 – Board of Trustees second read

- 03/15/21 – Construction begins
- 05/28/21 – Construction complete

Chicago Avenue Resurfacing Project (STP funds) (IL Rte 83 – Garfield Street)

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

Eighth Street Reconstruction

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

- 02/05/21 – Plans available for VOH staff review
- 02/12/21 – VOH Staff review comments
- 03/08/21 – Bid Advertisement
- 03/26/21 – Bid Opening
- 04/06/21 – Board of Trustees First Read
- 04/20/21 – Board of Trustees Second Read
- 05/20/21 – Construction Begins (est.)
- 11/14/21 – Construction completed (est.)

2021 Maintenance Project

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

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

Other Engineering Activities

IDOT 47th Street Resurfacing

IDOT began repairs to 47th Street between County Line Road and Wolf Road in mid-September 2020. After completing median repairs on the bridge approaches and

applying asphalt patches to numerous joints in the concrete pavement, IDOT has suspended work for the 2020 construction year. Completion of the project, including an asphalt overlay over the entire street, is scheduled for the spring of 2021.

Telecommunications Permit Applications

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

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

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

ComEd

ComEd is 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 and Chicago Avenue and south on Vine Street to terminate south of the BNSF railroad tracks on Hinsdale Avenue. The supply line will be directionally bored between new manholes which minimizes the impact to Village streets. ComEd is working to complete installation of the supply line on Chicago Avenue from Vine Street to Garfield Street by 03/15/21 to avoid conflicts with the Village's watermain project. They will continue to



MEMORANDUM

work on the remainder of the supply line's route from 03/15/21 through May 2021, the anticipated completion month.

Metropolitan Water Reclamation District of Greater Chicago (MWRDGC) Infiltration / Inflow Control Program (I/ICP)

The Village's sanitary & combined sewers carry the sewage to both MWRDGC and Flagg Creek Water Reclamation District (FCWRD). In 2014, MWRDGC published Article 8, Infiltration/Inflow Control Program (I/ICP), in their Technical Guidance Manual to reduce sanitary sewer overflows (SSOs) and basement backups (BBs) in the MWRDGC system and in "satellite systems". From 2015 – 2020, the Village successfully completed MWRD's "Short-Term Requirements" as required by Article 8. In February 2021, MWRDGC approved the Village's Long-Term Operations & Maintenance Plan (LTOMP) for I/ICP. Staff has been implementing this LTOMP since it was submitted in 2020. In February 2021, Staff submitted our first Annual Summary report under the Village's LTOMP. This Annual Summary report addressed the Village's 2020 activities.

Graue Mill Dam Removal

During their meeting on 2/24/21, the DuPage River/Salt Creek Workgroup (DRSCW) provided an update on the Graue Mill dam removal project. DRSCW anticipates the bid documents to remove the dam and establish a more naturalized stream environment will be completed by March 2022. DRSCW expects to bid and begin construction in 2022.

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

**Veeck Park Wet Weather Facility
Hinsdale, Illinois**

Date	Overflow Ht. Above Weir (feet)	Precipitation (inches of rain water)
02/01/21		0.02
02/02/21		
02/03/21		
02/04/21		0.09
02/05/21		
02/06/21		
02/07/21		
02/08/21		
02/09/21		0.02
02/10/21		
02/11/21		
02/12/21		
02/13/21		
02/14/21		
02/15/21		
02/16/21		
02/17/21		0.01
02/18/21		
02/19/21		
02/20/21		
02/21/21		0.29
02/22/21		0.01
02/23/21		
02/24/21		
02/25/21		
02/26/21		0.03
02/27/21		0.02
02/28/21		0.03

	Febrary	YTD
Total Precipitation:	0.52	1.12
Departure fm Normal:	-1.27	-2.40
	29%	of normal rainfall

Notes:

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

Village of Hinsdale

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

**Village of Hinsdale
Grant Applications Under Consideration**

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