



MEETING AGENDA

VILLAGE BOARD OF TRUSTEES
Tuesday, August 10, 2021
7:30 P.M.
MEMORIAL HALL – MEMORIAL BUILDING
19 East Chicago Avenue, Hinsdale, Illinois
(Tentative and Subject to Change)

1. CALL TO ORDER/ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. APPROVAL OF MINUTES

- a) Regular Meeting of July 13, 2021

4. VILLAGE PRESIDENT'S REPORT

5. CITIZENS' PETITIONS* (Pertaining to items appearing on this agenda)

6. FIRST READINGS – INTRODUCTION**

*Items included for First Reading - Introduction may be disposed of in any one of the following ways: (1) moved to Consent Agenda for the subsequent meeting of the Board of Trustees; (2) moved to Second Reading/Non-Consent Agenda for consideration at a future meeting of the Board of Trustees; or (3) referred to Committee of the Whole or appropriate Board or Commission. (Note that zoning matters will not be included on any Consent Agenda; all zoning matters will be afforded a First and a Second Reading. Zoning matters indicated below by **.)*

Administration & Community Affairs (Chair Posthuma)

- a) Approve a Whistleblower Policy to be in compliance with two new pieces of Illinois legislation, both which went into effect July 1, 2021

7. CONSENT AGENDA

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

Administration & Community Affairs (Chair Posthuma)

- a) Approval and payment of the accounts payable for the period of July 12, 2021 through August 6, 2021 in the aggregate amount of \$2,860,543.77 as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk***
b) Approve an Ordinance Amending Various Sections of the Village Code of Hinsdale Relative to the Committee of the Whole (*First Reading – July 13, 2021*)

Environment & Public Services (Chair Byrnes)

- c) Award the contract for engineering services for construction observation of the Chicago Avenue Resurfacing project to HR Green, Inc. in the amount not to exceed \$103,888 (*First Reading – July 13, 2021*)

- d) Approve payment to West Central Municipal Conference (WCMC) Suburban Tree Consortium (STC) for tree supply and planting services for spring 2021 in the amount of \$59,081, and to authorize the expenditure of funds not to exceed the approved 2021 budgeted amount of \$89,375 *(First Reading – July 13, 2021)*
- e) Approve an Ordinance Authorizing the Vacation of a Certain Portion of an Unimproved Alley Situated South of and adjoining 740 West Hinsdale Avenue in the Village of Hinsdale, DuPage and Cook Counties, Illinois at a purchase price of \$11,500***
- f) Award year two of contract #1672 for street sweeping services to Lake Shore Recycling Systems not to exceed the budgeted amount of \$60,750***

8. SECOND READINGS / NON-CONSENT AGENDA – ADOPTION

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

Administration & Community Affairs (Chair Posthuma)

- a) Approve an Ordinance Amending Subsection 7-4B-2(A) of the Village Code of Hinsdale regarding Water Rates *(First Reading – July 13, 2021)*
- b) Accept the Village's Management Letter, Comprehensive Annual Financial Report and Single Audit for the Fiscal Year ended December 31, 2020 *(First Reading – July 13, 2021)*
- c) Approve an ordinance authorizing and providing for the issuance of approximately \$3,095,000 General Obligation Bonds (Sales Tax Alternate Revenue Source), Series 2021, for the purpose of refunding certain alternate bonds of the Village, providing for the pledge of certain revenues to the payment of said bonds and the levy and collection of taxes to pay said bonds if the pledged revenues are insufficient to make such payment and authorizing the sale of said bonds to the purchaser thereof *(First Reading – July 13, 2021)*
- d) Approve an Ordinance Pertaining to the Coronavirus Local Fiscal Recovery Fund for the Village of Hinsdale****

Environment & Public Services (Chair Byrnes)

- e) Approve the Tollway pedestrian bridge design aesthetic enhancements in an amount not to exceed \$38,400 *(IGA approved on May 18, 2021)*

Zoning & Public Safety (Chair Stifflear)

- f) Approve a temporary use permit to allow the Rainbow Cone food truck to operate out of The Fruit Store parking lot located at 26 W. 1st Street for a 5-day period from August 18, 2021 to August 22, 2021, subject to conditions to be set forth by the Building Commissioner****
- g) Approve an Ordinance Amending Title 5 ("Police Regulations"), Chapter 7 ("Dogs, cats, and other animals"), Section 5-7-1 ("Definitions") of the Village Code of Hinsdale

9. DISCUSSION ITEMS

- a) Tollway update

10. DEPARTMENT AND STAFF REPORTS

- a) Community Development
- b) Engineering

c) Fire

11. REPORTS FROM ADVISORY BOARDS AND COMMISSIONS

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

13. TRUSTEE COMMENTS

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

15. ADJOURNMENT

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

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

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

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

The Village of Hinsdale is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend this meeting and who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the facilities, are requested to promptly contact Brad Bloom, ADA Coordinator, at 630-789-7007 **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
July 13, 2021**

The regularly scheduled meeting of the Hinsdale Village Board of Trustees was called to order by Village President Tom Cauley in Memorial Hall of the Memorial Building on Tuesday, July 13, 2021 at 7:30 p.m., roll call was taken.

Present: President Tom Cauley, Trustees Matthew Posthuma, Laurel Haarlow, Luke Stifflear, Michelle Fisher, Scott Banke and Neale Byrnes

Absent: None

Also Present: Village Manager Kathleen A. Gargano, Police Chief Brian King, Fire Chief John Giannelli, Finance Director Andrea Lamberg, Director of Community Development Robb McGinnis, Director of Public Services George Peluso, Village Engineer Dan Deeter, Village Planner Bethany Salmon, HR Consultant Tracy McLaughlan, and Village Clerk Christine Bruton

PLEDGE OF ALLEGIANCE

President Cauley led those in attendance in the Pledge of Allegiance.

APPROVAL OF MINUTES

a) Regular Meeting of June 15, 2021

Trustee Posthuma moved to approve minutes of the regular meeting of June 15, 2021, as presented. Trustee Banke seconded the motion.

AYES: Trustees Posthuma, Stifflear, Fisher, Byrnes, Banke

NAYS: None

ABSTAIN: Trustee Haarlow

ABSENT: None

Motion carried.

VILLAGE PRESIDENT'S REPORT

President Cauley noted tonight will be the first of two readings on the newest Ryan Companies application for the redevelopment of the IBLP site on the north side of Ogden, and on and around Adams Street. The Board has received a concept plan only; many of the details raised by Board members and residents would be addressed during the lengthy and thorough review of the Plan Commission. He briefly described the proposal, noting that the property is partly zoned IB-Institutional Buildings, and R2 single-family residential. If the Board determines the Ryan application merits further consideration, the Board can refer the matter to the Plan Commission, where there will likely be several more meetings that will provide the opportunity for public input. The Board would vote to refer on this on August 10. He noted the emails that have been received regarding this application, and that most are opposed to the project primarily because of density and traffic. He explained that at the August meeting, a vote of four Board members shall be

necessary to summarily deny the application, and further this has the same legal effect as a denial after a public hearing. He believes addressing the issues of density and traffic should be taken up before moving this forward, and matters such as the donation of parkland and drainage can be addressed afterwards.

Last Friday he sent a letter to residents that may have been impacted by the flooding event of June 25. This letter is on the Village website along with all communication received from the Tollway on this matter. Staff is working with the Tollway to restore infrastructure, roads and sidewalks and to ensure residents are adequately compensated. Both the Village and the Tollway continue to investigate the flooding, and the Tollway is monitoring the work zone, televising the Village's stormwater management system, and repairing related infrastructure. He provided contact information for residents who believe their property has been impacted by the June 26 flooding event, and noted this information is on the Village website.

The Tollway Deputy Chief of Program Implementation Lanyea Griffin, and Tollway Representative John Sadler are in attendance tonight for residents that may have specific concerns regarding the claims process or what is being done to address what occurred.

He also noted that residents with other drainage concerns, not related to the Tollway, should reach out to Public Services staff for assistance.

President Cauley noted the water rate increase item on the Board agenda tonight. He explained this matter is a continuation of a Committee of the Whole discussion, and that members of the Finance Commission, former Trustee Jerry Hughes and Trustee Matt Posthuma have been working with staff to determine a stable rate structure to fund the expenses of maintaining the water system. He thanked Finance Commission members Adam Waldo, Chris Elder and Rob D'Arco for their help with tonight's recommendation.

He provided updated COVID-19 statistics, noting the numbers are slightly up since his last report, but the State remains open.

APPOINTMENTS TO BOARDS AND COMMISSIONS

President Cauley recommended the following re-appointments:

Finance Commission

Mr. Adam Waldo re-appointed to a 3-year as Chair through April 30, 2024

Historic Preservation Commission

Mr. Frank Gonzalez re-appointed to a 3-year term through April 30, 2024

Ms. Alexis Braden re-appointed to a 3-year term through April 30, 2024

Plan Commission

Mr. Steven Cashman re-appointed to a 3-year as Chair through April 30, 2024

Ms. Anna Fiascone re-appointed to a 3-year term through April 30, 2024

Trustee Stifflear moved to **approve the appointment to the Plan Commission as recommended by the Village President.** Trustee Fisher seconded the motion.

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

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

PROCLAMATION – Parks & Recreation

President Cauley read the proclamation naming July the Parks & Recreation month in the Village of Hinsdale.

CITIZENS' PETITIONS

None.

FIRST READINGS – INTRODUCTION

Administration & Community Affairs (Chair Posthuma)

a) Approve an Ordinance Amending Subsection 7-4B-2(A) of the Village Code of Hinsdale regarding Water Rates

Trustee Posthuma introduced the item that will create additional reserves to replace aging water infrastructure. He explained that over the years, as rates were increased, people used less water, and based on rainfall, water usage fluctuates. For these reasons, water rates are not dependable. The proposed ordinance will create a more stable and reliable money source for water system maintenance. This matter was discussed at the Committee of the Whole in March, and there have been a number of discussions since then including former Trustee Jerry Hughes, Village staff, Finance Directors Langlois and Lamberg, Consultant Dave Vanorsdell, and the Finance Commission.

The water rate study conducted in 2018 indicated declining revenue, and over the last four years, there has been a shortfall of \$706,000. Following review, a fixed fee is recommended. This will be a \$15.00 bi-monthly fee. The variable water rate will be reduced from \$8.25 per unit to \$8.00 per unit. These two changes will result in an approximate 1% increase per month to the user for a typical bill. This is a minimal impact on low usage and average households. Trustee Posthuma explained that a premium rate of \$12.38 will be charged for usage over 100 units per bi-monthly billing cycle.

President Cauley added the Village does not raise fees because we can, but we have been struggling to fund the water system for years. The water system should be self-sustaining. The proposed ordinance adjusts fees to get to the number we need and no more. Care has been taken not to disproportionately impact people who do not use as much water, and the money goes directly to the water system.

Trustee Byrnes expressed concern regarding lost revenue from the elimination of the current minimum \$27.52 bi-monthly fee for up to three units of water, but Trustee Posthuma said this is offset by the new \$15.00 fixed fee. Discussion followed regarding compensating fees.

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

b) Accept the Village's Management Letter, Comprehensive Annual Financial Report and Single Audit for the Fiscal Year ended December 31, 2020

Trustee Posthuma introduced the item regarding the annual audit conducted by the outside accounting firm, Sikich, LLP. He noted the additional challenge for the Finance Department to complete this process following the retirement of former Finance Director Darrell Langlois, and complemented Finance Director Andrea Lamberg for completing the audit on time. He noted Sikich provided a clean audit opinion, with no material issues. Also provided this year

was a single audit, required when government funds over \$750,000 have been received. The audit opines as to whether or not the municipality has complied with the Federal requirements.

Ms. Lamberg thanked her staff, and particularly Assistant Finance Director Alison Brothen, who did the brunt of the audit work this year during the transition. She said it would not have gone as well without Ms. Brothen.

Discussion followed regarding the length of time the Village has used Sikich for the audit, but it was noted that the partners are rotated regularly.

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

- c) **Approve an ordinance authorizing and providing for the issuance of approximately \$3,095,000 General Obligation Bonds (Sales Tax Alternate Revenue Source), Series 2021, for the purpose of refunding certain alternate bonds of the Village, providing for the pledge of certain revenues to the payment of said bonds and the levy and collection of taxes to pay said bonds if the pledged revenues are insufficient to make such payment and authorizing the sale of said bonds to the purchaser thereof**

Trustee Posthuma introduced the item that is an opportunity to refinance bonds originally issued in 2012 to take advantage of lower interest rates. There is \$3,000,000 left on this issue, the refinancing will not extend the length of the payments, but will result in annual savings of \$15,000, and a net savings of \$154,000 for the life of the issue.

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

- d) **Approve an Ordinance Amending Various Sections of the Village Code of Hinsdale relative to the Committee of the Whole**

Trustee Posthuma introduced this housekeeping item and explained the Village Attorney found a stray reference in the code that states the Village President should preside at Committee of the Whole (COW) meetings. The Board adopted a policy for the COW that eliminated the monthly meetings of the three standing committees of the Board, and the chair of each committee will preside at the meeting. This ordinance will correct the discrepancy in the code and codify Village policy. He noted that because no action is taken by the Board at Committee of the Whole meetings, there are no issues with prior meetings.

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

Environment & Public Services (Chair Byrnes)

- e) **Award the contract for engineering services for construction observation of the Chicago Avenue Resurfacing project to HR Green, Inc. in the amount not to exceed \$103,888**

Trustee Byrnes introduced the item for engineering services and construction observation for the re-paving of Chicago Avenue. This contract is within the budget, and according to Village practice, HR Green did the design services and it is best for them to do the observation, as well.

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

- f) **Approve payment to West Central Municipal Conference (WCMC) Suburban Tree Consortium (STC) for tree supply and planting services for spring 2021 in the amount of \$59,081, and to authorize the expenditure of funds not to exceed the approved 2021 budgeted amount of \$89,375**

Trustee Byrnes introduced the item to make the payment to WCMC for tree supply and planting services. A purchase order was not issued this year by mistake, and this item will rectify the error, and authorize the additional budgeted amount for this year without coming back to the Board for approval.

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

Zoning & Public Safety (Chair Stifflear)

- g) **Approve a referral for consideration by the Plan Commission of a Map Amendment and concurrent Planned Development Concept Plan, Special Use Permit, and Site Plan and Exterior Appearance Review for Hinsdale Senior Residences by Ryan Companies; or**
Deny a referral of a Map Amendment and concurrent Planned Development Concept Plan, Special Use Permit, and Site Plan and Exterior Appearance Review for Hinsdale Senior Residences by Ryan Companies**

Trustee Stifflear introduced the item that is a proposal for a senior living facility to be located at the IBLP property. He knows there is a great deal of interest in this project, and acknowledged the Board has received and has had the opportunity to review all emails received from area neighbors. The applicant is seeking a referral for consideration by the Plan Commission for a map amendment to change 7.5 acres from IB zoning to more restrictive R2 zoning, a concurrent planned development concept plan, a special use permit, and site plan and exterior appearance review. He provided background on the two previous iterations of this project, both of which were ultimately withdrawn by the applicant. This proposal includes a reduced total number of units from 267 to 245. The one-story villas have been reduced from 27 to 20 overall with fewer buildings. The size of the main facility has been reduced by 40,000' square feet with a reduction in the number of units. This application also includes the dedication of 12 acres of parkland. He added this is a well put together application that includes a great deal of detail for a concept plan.

Trustee Stifflear said Village Planner Bethany Salmon will provide a presentation illustrating what can be built on this property by right, with limited input from Village and the Board. He also pointed out that much of the correspondence received on this matter wants the Board to preserve the existing R2 zoning, without acknowledging that 7.5 acres of the property is zoned IP – Institutional Building. Following this presentation, the applicant will review the new application, followed by resident questions.

Ms. Salmon addressed the Board providing a current property overview which is 32.6 acre parcel that includes a 7.5 acre IB Institutional Buildings district, and an R2 Single Family residential district. The existing land use consists of undeveloped open space, tributary and pond, and the IBLP institutional building. In the R2 district, permitted uses are single-family homes, and special uses could be public utility stations, and planned developments. In the IB district permitted uses are; any governmental activity or service conducted within a building owned or leased by a public body, publicly owned parks, playgrounds, forest preserves, botanical and zoological gardens, arboreta, conservatories, recreation areas, and other open areas, parking lots owned or leased by the Village, any existing non-conforming use established prior to the adoption of the code and listed as a special use, and personal wireless serves antennas. Special uses are schools, libraries, youth centers, membership organizations and associated daycares, museums and art galleries, planned developments, and personal wireless service antennas. She reviewed the bulk regulations for both zoning districts, including lot area and dimensions, required yards and setbacks,

floor area ratio (FAR), building height and elevation. She explained that these were used by staff to determine what would be code compliant on these lots. On the west site, six single family homes and a four-story 125,000' - 150,000' square foot 'commercial' building. She compared this conceptually to a Walgreens, a Best Buy or Trader Joe's in terms of size. On the east side, where there are 10 proposed buildings, the bulk regulations would allow for 10 code compliant lots.

She noted the challenges of the R2 zoning in this area, and pointed out that Manor Care and Eve Assisted Living are both located in R5 zoning districts.

Trustee Byrnes said a DMV wouldn't work in this area because of volume of traffic, but asked what recourse the Village would have. Ms. Salmon explained that with any development, the Village has some level of review, but the scrutiny is less in terms of public hearings and process.

President Cauley does not believe that many of the permitted uses are interested in this lot. He sees this as a 'theoretical threat'. Trustee Banke recommends staying focused on what is being presented.

Mr. Dave Erickson from Ryan Companies addressed the Board, stating they first came to the Village 19 months ago, and have listened to the input of neighbors and the Board. Notable changes in this proposal include the 40,000' square foot reduction in the main building, the reduction of units from 267 to 245, enhanced building layout, and increased setbacks on Ogden Avenue from 114' feet to 181' feet that result in a much smaller appearance of the building from Ogden Avenue. On Adams Street, setbacks have been increased from 50' feet to 87' feet. He talked about the partnership with District 86. Their vision is mentorship and internships for students. He also noted that membership fees would be waived for Hinsdale residents for one year.

Regarding current zoning, he explained that the proposed building is 309' square feet less than what is permitted in the IB zoning district. The number of units has been reduced to 245 units on 20 acres. He pointed out that this is significantly fewer units and much less dense than currently at Manor Care and Eve Assisted Living. He made note of this for purposes of perspective. If the property was zoned R5, 352 units would be permitted.

With respect to traffic, their engineer has determined there would be significantly more trips with an office building and single-family homes, than a senior living facility. He explained that senior living is a low traffic use in peak hours.

He explained that the IDOT standards for intersection improvements are not warranted, but they will work with IDOT on this matter. He noted the parking provided for the facility exceeds code requirements. Storm water management for Oak Brook and Hinsdale will have to meet all County requirements, and will result in an overall improvement over current storm water management.

Regarding community benefits, he described the 12 acres to be dedicated to the Village that will include a pedestrian path, 10 public parking spaces, and connect to Bonnie Brae Road, providing a park north of Ogden where currently none exists. Additionally, the project will create construction jobs, and 100 permanent jobs when the facility opens. This is a \$100 million private investment, that will pay property taxes, where currently no taxes are paid. There will be no additional children in the schools, but significant additional revenue will be realized by the schools.

Mr. Erickson said they are proud to present this plan, they believe it has been improved significantly, and is respectful to neighbors. He would like to get the application in the

process to get detailed feedback from the Plan Commission and the public. A third open house to discuss the plan will be scheduled.

President Cauley commented that this may be an appropriate use of the property if less traffic is generated, but he doesn't think the reduction is enough. He believes the problem at Ogden and Adams is unworkable, and should be solved before moving forward. He thinks the number of units should be reduced to 200. He added the cost of the IBLP property drives the density; reduce the cost, reduce the density. Trustee Banke suggested that perhaps there should be access to Ogden independent from Adams Street. Mr. Erickson explained they have approached IDOT with this request, but IDOT will not allow another curb cut.

Trustee Posthuma pointed out that other Ryan developments have been less than 200 units. Mr. Erickson explained that the cost of the land is market driven, and the number of units is regulated by area zoning. The number of units in their facilities across the county range between 130-280 units. He explained that this is a bigger piece of property than most. He addressed the purpose behind the request for a reduction in the number of units. Is it because of the traffic or the look of the building? He reiterated that senior housing is a low traffic use, and that the number of units will not impact traffic.

Trustee Posthuma said he thinks the use is a good one, and the opportunity for a park is a good use. Trustee Haarlow agrees, and added that a home built on the R2 lots at Route 83 and Ogden Avenue would be a hard sell. Having all three levels of senior care is a good benefit, and the proposed park donation is a good option. Trustee Byrnes likes the park, and the tax benefits of a senior living facility, but is concerned about the traffic, and wondered if we could get a read on where IDOT might land on this issue. Trustee Banke agreed that the benefits of senior living are appropriate because there will be no burden on the schools, and the tax revenues are good. He also noted the Board will have a level of control on the project, but he is concerned about density and traffic on Adams.

Trustee Stifflear suggested the Village hire a traffic consultant, or one that works with IDOT, to provide an expert opinion on the traffic problem, as opposed to someone hired by the applicant. Perhaps an expert can help with a solution. Discussion followed, staff will facilitate a meeting with IDOT as quickly as possible.

Mr. Eric Missil, 3 Cheval Drive, Oak Brook, made a Powerpoint presentation to the Board indicating a possible alternative solution for parking and traffic flow for the proposed Ryan Development. He also indicated his dissatisfaction with Ryan Companies follow through, community outreach, and the inadequate reduction in the number of units proposed. He believes the public benefits are for their use, and the internship proposal is their way of getting cheap labor.

Mr. Armando Travelli, 521 Bonnie Brae Road, agrees with President Cauley's assessment of the Adams traffic problem, but thinks there should be a third lane on Ogden Avenue. He acknowledged the advantage for schools in terms of taxes, but doesn't think those residents will support a school referendum because they won't be invested in the schools.

Mr. Robert Ludwig, 541 Bonnie Brae Road, addressed the Board to suggest a different approach. He respects the Board's service and the work they have done, and also Mr. Erickson for his attempts to talk to the community. He believes the IBLP property is the gateway to Hinsdale, and a treasure for the western suburbs. He has been thinking about the possibility of what it could be, but he does not have the solution. He said there are

alternatives; the Board should consider something like Lake Shore Drive. He admonished the Board to leave a suitable legacy to the Village of Hinsdale.

Mr. Rich Kozarits, Marcus & Millichap, addressed the Board stating he works for the national commercial real estate company that has been retained to market the IBLP property. He said he is a former Hinsdale resident. He understands these residents thoughts, and respects their right to opine. He explained that Marcus & Millichap received multiple offers for apartment buildings, medical offices, and commercial and retail developments, but they steered them away, because there was no indication of support. They interviewed several senior living offers, and chose Ryan Companies carefully. He suggested this is not about price, and the land is the cheapest part of the deal. The property is under contract for what the market will bear. He also indicated that his company will actively pursue a buyer for the property.

CONSENT AGENDA

Administration & Community Affairs (Chair Posthuma)

- a) Trustee Stifflear moved **Approval and payment of the accounts payable for the period of June 14, 2021 through July 9, 2021 in the aggregate amount of \$1,218,315.48 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, Haarlow, Stifflear, Fisher, Byrnes, Banke

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

The following items were approved by omnibus vote:

- b) **Approve an Ordinance Amending Various Sections in Title 3 (Business and License Regulations), Chapter 3 (Liquor Control) of the Village Code relative to alcoholic liquor and licenses** *(First Reading – June 15, 2021)*

Environment & Public Services (Chair Byrnes)

- c) **Approve a resolution approving the 2022 S. Garfield Reconstruction Project contract amendment and change order in the amount not to exceed \$49,882 to Rempe-Sharpe & Associates** *(First Reading – June 15, 2021)*

Zoning & Public Safety (Chair Stifflear)

- d) **Approve a temporary increase in Police Officer staffing** *(First Reading – June 15, 2021)*

Trustee Byrnes moved to **approve the consent agenda, as presented.** Trustee Fisher seconded the motion.

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

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

SECOND READINGS / NON-CONSENT AGENDA – ADOPTION

Administration & Community Affairs (Chair Posthuma)

- a) **Approve an Ordinance Authorizing Transfers of Appropriations within Departments and Agencies of the Village** *(First Reading – June 15, 2021)*

Trustee Posthuma introduced the item that is corporate financial housekeeping required by the State of Illinois to balance budget line item amounts.

Trustee Posthuma moved to **Approve an Ordinance Authorizing Transfers of Appropriations within Departments and Agencies of the Village**. Trustee Banke seconded the motion.

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

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

Zoning & Public Safety (Chair Stifflear)

- b) **Approve a temporary use permit to allow the Rainbow Cone food truck to operate out of The Fruit Store parking lot located at 26 W. 1st Street for a 5-day period from August 18, 2021 to August 22, 2021, subject to conditions to be set forth by the Building Commissioner**

This item was not addressed by the Board. The item will appear on the August 10 agenda, providing time to determine if there would be any impact on local businesses.

DISCUSSION ITEMS

- a) **Tollway update** – No update at this time.

DEPARTMENT AND STAFF REPORTS

- a) **Engineering**

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

REPORTS FROM ADVISORY BOARDS AND COMMISSIONS

No report.

CITIZENS' PETITIONS

None.

TRUSTEE COMMENTS

Trustee Stifflear thanked Village Manager Kathleen Gargano and staff for their hard work and professionalism during the flooding of June 26. He received only positive feedback from many residents.

ADJOURNMENT

There being no further business before the Board, President Cauley asked for a motion to adjourn. Trustee Banke moved to **adjourn the regularly scheduled meeting of the Hinsdale Village Board of Trustees of July 13, 2021**. Trustee Byrnes seconded the motion.

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

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

Meeting adjourned at 9:31 p.m.

ATTEST: _____
Christine M. Bruton, Village Clerk

Department Name

AGENDA SECTION: First Reading – ACA
SUBJECT: Whistleblower Protection Policy
MEETING DATE: August 10, 2021
FROM: Tracy McLaughlin, Human Resources Director

Recommended Motion

Approve a Whistleblower Policy to be in compliance with two new pieces of legislation in Illinois, both which went into effect July 1, 2021.

Background

An amendment to the Illinois Equal Pay Act, Section (k) of Public Act 101-656 requires employers to adopt a policy relative to Whistleblower Protection. The Act further requires employers to provide each employee, at the time of hire and then annually, a copy of the Policy.

The new whistleblower protection provision under the SAFE-T Act (50 ILCS 105/4.1 *et seq*) requires local governments to have someone serving in an “Auditing Official” capacity. The Auditing Official is to be responsible for receiving, registering, and investigating complaints and information concerning misconduct, inefficiency, and waste within the unit of local government; investigating the performance of officers, employees, functions, and programs; and promoting economy, efficiency, effectiveness and integrity in the administration of the programs and operations of the municipality.

Discussion & Recommendation

After adoption, staff will provide a copy to all employees and moving forward, newly hired employees. Staff will also train supervisors annually on this policy.

Budget Impact

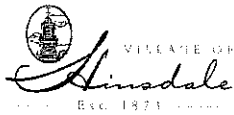
There is no impact to the budget to approve this policy.

Village Board and/or Committee Action

N/A

Documents Attached

1. Draft Whistleblower Protection Policy
2. Equal Pay Act, see page 30 for Section (k)
3. Whistleblower SAFE-T language



WHISTLEBLOWER PROTECTION POLICY

The Village of Hinsdale is committed to maintaining a work environment that is free of improper governmental activities including misconduct and inefficiency. The Village also prohibits retaliation against those who report, testify about, or participate in investigations regarding alleged improper governmental activities required by the Public Officer Prohibited Activities Act (50 ILCS 105/4.1, *et seq.*) and Section (k) of the Illinois Equal Pay Act, Public Act 101-656.

Any report of retaliation against an employee should be promptly reported to the Village of Hinsdale's Auditing Official for review and appropriate investigation. All employees are responsible for reporting improper government activities as well as reporting any retaliatory conduct resulting therefrom.

APPOINTED AUDITING OFFICIAL:

The Village has appointed Brad Bloom, Assistant Village Manager whose duties are to receive, register, and investigate complaints and information concerning misconduct, inefficiency, and waste within the Village of Hinsdale. Brad Bloom can be reached by: telephone at 630-789-7007 or email at bbloom@villageofhinsdale.org.

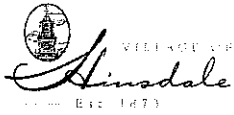
WHO IS COVERED:

Anyone employed by the Village of Hinsdale is covered by this policy, including permanent or temporary employees, full-time, part-time, seasonal and intermittent workers. This policy also applies to contractors and members of appointed boards or commissions, including, but not limited to: Village Board of Trustees, the Board of Fire and Police Commission, Plan Commission, Zoning Board of Appeals, Economic Development Commission, Finance Commission, Firefighters' Pension Board, Foreign Fire Insurance Board, Historic Preservation Commission, Parks and Recreation Commission, Police Pension Board, whether paid or unpaid. Further, this policy covers persons who have been terminated because of any report or complaint submitted under this policy.

WHAT IS COVERED:

Improper governmental activities which are covered by this policy includes conduct by a governmental employee, appointment member of a board, commission, committee or elected official that is a violation of state, federal or local law; abuse of authority, abuse of the public trust or the public's expectations of their conduct; creates a substantial and specific danger to public health and safety; or is a gross waste of public funds. 50 ILCS 105/4.1

However, it is not a violation of this policy if the governmental activity is exercised or is within the scope of the individual's official duties, *e.g.*, approval of purchases for the police department, that conduct is not an improper governmental activity. Further, this policy does not prohibit personnel actions unless the personnel action is taken in retaliation for a report, testimony or participation in an investigation of an improper governmental activity.



Any retaliation or threat of retaliation made against a Village of Hinsdale employee, Board or Committee Member, based on the anyone's reporting, testifying, or participation in an investigation involving alleged improper governmental activities is prohibited.

FILING A COMPLAINT:

If an employee or other persons covered by this policy feels that they have experienced retaliation based on the reporting of alleged improper governmental activities, the employee should immediately report the act of retaliation to the Auditing Official designated in this policy. The employee or other persons covered by this policy must submit their report in writing within sixty (60) days of notice of the alleged retaliatory conduct. If the alleged retaliation involves the Village of Hinsdale's designated Auditing Official, the reporting party may submit their complaint to the Kathleen Gargano, Village Manager – phone: 630-789-7013 or kgargano@villageofhinsdale.org, who will investigate the complaint or retain an outside investigator to do so. If no Auditing Official is appointed, an employee may report to the State's Attorney's office.

COMPLAINT PROCEDURE:

All reports identifying conduct that is inconsistent with this policy will be promptly and thoroughly investigated. These investigations shall remain confidential unless the reporting employee chooses to waive confidentiality, or a waiver of confidentiality is otherwise required by law. The Auditing Official will have the ability to carry out corrective actions and provide remedies to those affected. Reports must be submitted either in writing within 60 (sixty) days of gaining knowledge of the retaliatory conduct.

RESPONSIBILITIES OF THE AUDITING OFFICIAL:

The Auditing Official is responsible for investigating a complaint consistent with this policy, retaining outside investigators if necessary, and taking any steps necessary to protect an individual who reports violations and government assets affected.

The Auditing Official may impose discipline for inappropriate conduct that violates this policy without regard to whether the conduct constitutes a violation of the law. Corrective action may include a fine of no less than \$500 and no more than \$5,000, suspension without pay, demotion, discharge, civil or criminal prosecution, or any combination of these penalties, as appropriate.

The Auditing Official may reinstate, reimburse for lost wages or expenses incurred, promote, or provide some other form of restitution. In instances where the Auditing Official determines that restitution will not suffice, the Auditing Official may make his or her investigation findings available for the purposes of aiding in that employee or the employee's attorney's effort to make the employee whole. Further, the Auditing Official is also responsible for taking appropriate remedial measure if a complaint is determined to be false, fraudulent or submitted for purposes other than reporting improper governmental activities.

TRAINING REQUIREMENTS:

The Village of Hinsdale shall provide a copy of this policy on an annual basis to each employee to ensure employees understand their rights and the process in which they can report retaliation based on this policy.



ACKNOWLEDGEMENT OF RECEIPT

I, _____ (Employee Name) hereby acknowledge receipt of the Whistleblower Protections Policy and agree to read all of the Policy's provisions.

Employee Printed Name: _____

Employee Signature: _____ Date: _____

DRAFT

Public Act 101-0656

SB1480 Enrolled

LRB101 09073 JLS 54166 b

AN ACT concerning employment.

**Be it enacted by the People of the State of Illinois,
represented in the General Assembly:**

Article 1.

Section 1-5. The Illinois Human Rights Act is amended by changing Section 1-103 and by adding Section 2-103.1 as follows:

(775 ILCS 5/1-103) (from Ch. 68, par. 1-103)

Sec. 1-103. General definitions. When used in this Act, unless the context requires otherwise, the term:

(A) Age. "Age" means the chronological age of a person who is at least 40 years old, except with regard to any practice described in Section 2-102, insofar as that practice concerns training or apprenticeship programs. In the case of training or apprenticeship programs, for the purposes of Section 2-102, "age" means the chronological age of a person who is 18 but not yet 40 years old.

(B) Aggrieved party. "Aggrieved party" means a person who is alleged or proved to have been injured by a civil rights violation or believes he or she will be injured by a civil rights violation under Article 3 that is about to occur.

(B-5) Arrest record. "Arrest record" means:

- (1) an arrest not leading to a conviction;
- (2) a juvenile record; or
- (3) criminal history record information ordered expunged, sealed, or impounded under Section 5.2 of the Criminal Identification Act.

(C) Charge. "Charge" means an allegation filed with the Department by an aggrieved party or initiated by the Department under its authority.

(D) Civil rights violation. "Civil rights violation" includes and shall be limited to only those specific acts set forth in Sections 2-102, 2-103, 2-105, 3-102, 3-102.1, 3-103, 3-104, 3-104.1, 3-105, 3-105.1, 4-102, 4-103, 5-102, 5A-102, 6-101, and 6-102 of this Act.

(E) Commission. "Commission" means the Human Rights Commission created by this Act.

(F) Complaint. "Complaint" means the formal pleading filed by the Department with the Commission following an investigation and finding of substantial evidence of a civil rights violation.

(G) Complainant. "Complainant" means a person including the Department who files a charge of civil rights violation with the Department or the Commission.

(G-5) Conviction record. "Conviction record" means information indicating that a person has been convicted of a felony, misdemeanor or other criminal offense, placed on probation, fined, imprisoned, or paroled pursuant to any law

enforcement or military authority.

(H) Department. "Department" means the Department of Human Rights created by this Act.

(I) Disability. "Disability" means a determinable physical or mental characteristic of a person, including, but not limited to, a determinable physical characteristic which necessitates the person's use of a guide, hearing or support dog, the history of such characteristic, or the perception of such characteristic by the person complained against, which may result from disease, injury, congenital condition of birth or functional disorder and which characteristic:

(1) For purposes of Article 2, is unrelated to the person's ability to perform the duties of a particular job or position and, pursuant to Section 2-104 of this Act, a person's illegal use of drugs or alcohol is not a disability;

(2) For purposes of Article 3, is unrelated to the person's ability to acquire, rent, or maintain a housing accommodation;

(3) For purposes of Article 4, is unrelated to a person's ability to repay;

(4) For purposes of Article 5, is unrelated to a person's ability to utilize and benefit from a place of public accommodation;

(5) For purposes of Article 5, also includes any mental, psychological, or developmental disability,

including autism spectrum disorders.

(J) Marital status. "Marital status" means the legal status of being married, single, separated, divorced, or widowed.

(J-1) Military status. "Military status" means a person's status on active duty in or status as a veteran of the armed forces of the United States, status as a current member or veteran of any reserve component of the armed forces of the United States, including the United States Army Reserve, United States Marine Corps Reserve, United States Navy Reserve, United States Air Force Reserve, and United States Coast Guard Reserve, or status as a current member or veteran of the Illinois Army National Guard or Illinois Air National Guard.

(K) National origin. "National origin" means the place in which a person or one of his or her ancestors was born.

(K-5) "Order of protection status" means a person's status as being a person protected under an order of protection issued pursuant to the Illinois Domestic Violence Act of 1986, Article 112A of the Code of Criminal Procedure of 1963, the Stalking No Contact Order Act, or the Civil No Contact Order Act, or an order of protection issued by a court of another state.

(L) Person. "Person" includes one or more individuals, partnerships, associations or organizations, labor organizations, labor unions, joint apprenticeship committees, or union labor associations, corporations, the State of Illinois and its instrumentalities, political subdivisions, units of local government, legal representatives, trustees in

bankruptcy or receivers.

(L-5) Pregnancy. "Pregnancy" means pregnancy, childbirth, or medical or common conditions related to pregnancy or childbirth.

(M) Public contract. "Public contract" includes every contract to which the State, any of its political subdivisions, or any municipal corporation is a party.

(N) Religion. "Religion" includes all aspects of religious observance and practice, as well as belief, except that with respect to employers, for the purposes of Article 2, "religion" has the meaning ascribed to it in paragraph (F) of Section 2-101.

(O) Sex. "Sex" means the status of being male or female.

(O-1) Sexual orientation. "Sexual orientation" means actual or perceived heterosexuality, homosexuality, bisexuality, or gender-related identity, whether or not traditionally associated with the person's designated sex at birth. "Sexual orientation" does not include a physical or sexual attraction to a minor by an adult.

(P) Unfavorable military discharge. "Unfavorable military discharge" includes discharges from the Armed Forces of the United States, their Reserve components, or any National Guard or Naval Militia which are classified as RE-3 or the equivalent thereof, but does not include those characterized as RE-4 or "Dishonorable".

(Q) Unlawful discrimination. "Unlawful discrimination"

means discrimination against a person because of his or her actual or perceived: race, color, religion, national origin, ancestry, age, sex, marital status, order of protection status, disability, military status, sexual orientation, pregnancy, or unfavorable discharge from military service as those terms are defined in this Section.

(Source: P.A. 100-714, eff. 1-1-19; 101-81, eff. 7-12-19; 101-221, eff. 1-1-20; 101-565, eff. 1-1-20; revised 9-18-19.)

(775 ILCS 5/2-103.1 new)

Sec. 2-103.1. Conviction record.

(A) Unless otherwise authorized by law, it is a civil rights violation for any employer, employment agency or labor organization to use a conviction record, as defined under subsection (G-5) of Section 1-103, as a basis to refuse to hire, to segregate, or to act with respect to recruitment, hiring, promotion, renewal of employment, selection for training or apprenticeship, discharge, discipline, tenure or terms, privileges or conditions of employment (whether "disqualification" or "adverse action"), unless:

(1) there is a substantial relationship between one or more of the previous criminal offenses and the employment sought or held; or

(2) the granting or continuation of the employment would involve an unreasonable risk to property or to the safety or welfare of specific individuals or the general

public.

For the purposes of this subsection (A), "substantial relationship" means a consideration of whether the employment position offers the opportunity for the same or a similar offense to occur and whether the circumstances leading to the conduct for which the person was convicted will recur in the employment position.

(B) Factors considered. In making a determination pursuant to subsection (A), the employer shall consider the following factors:

(1) the length of time since the conviction;

(2) the number of convictions that appear on the conviction record;

(3) the nature and severity of the conviction and its relationship to the safety and security of others;

(4) the facts or circumstances surrounding the conviction;

(5) the age of the employee at the time of the conviction; and

(6) evidence of rehabilitation efforts.

(C) Interactive assessment required for disqualifying conviction. If, after considering the mitigating factors in subsection (B), the employer makes a preliminary decision that the employee's conviction record disqualifies the employee, the employer shall notify the employee of this preliminary decision in writing.

(1) Notification. The notification shall contain all of the following:

(a) notice of the disqualifying conviction or convictions that are the basis for the preliminary decision and the employer's reasoning for the disqualification;

(b) a copy of the conviction history report, if any; and

(c) an explanation of the employee's right to respond to the notice of the employer's preliminary decision before that decision becomes final. The explanation shall inform the employee that the response may include, but is not limited to, submission of evidence challenging the accuracy of the conviction record that is the basis for the disqualification, or evidence in mitigation, such as rehabilitation.

(2) Employee response. The employee shall have at least 5 business days to respond to the notification provided to the employee before the employer may make a final decision.

(3) Final decision. The employer shall consider information submitted by the employee before making a final decision. If an employer makes a final decision to disqualify or take an adverse action solely or in part because of the employee's conviction record, the employer shall notify the employee in writing of the following:

(a) notice of the disqualifying conviction or

convictions that are the basis for the final decision
and the employer's reasoning for the disqualification;

(b) any existing procedure the employer has for the
employee to challenge the decision or request
reconsideration; and

(c) the right to file a charge with the Department.

Article 5.

Section 5-5. The Business Corporation Act of 1983 is amended by changing Section 14.05 as follows:

(805 ILCS 5/14.05) (from Ch. 32, par. 14.05)

Sec. 14.05. Annual report of domestic or foreign corporation. Each domestic corporation organized under any general law or special act of this State authorizing the corporation to issue shares, other than homestead associations, building and loan associations, banks and insurance companies (which includes a syndicate or limited syndicate regulated under Article V 1/2 of the Illinois Insurance Code or member of a group of underwriters regulated under Article V of that Code), and each foreign corporation (except members of a group of underwriters regulated under Article V of the Illinois Insurance Code) authorized to transact business in this State, shall file, within the time prescribed by this Act, an annual report setting forth:

(a) The name of the corporation.

(b) The address, including street and number, or rural route number, of its registered office in this State, and the name of its registered agent at that address.

(c) The address, including street and number, or rural route number, of its principal office.

(d) The names and respective addresses, including street and number, or rural route number, of its directors and officers.

(e) A statement of the aggregate number of shares which the corporation has authority to issue, itemized by classes and series, if any, within a class.

(f) A statement of the aggregate number of issued shares, itemized by classes, and series, if any, within a class.

(g) A statement, expressed in dollars, of the amount of paid-in capital of the corporation as defined in this Act.

(h) Either a statement that (1) all the property of the corporation is located in this State and all of its business is transacted at or from places of business in this State, or the corporation elects to pay the annual franchise tax on the basis of its entire paid-in capital, or (2) a statement, expressed in dollars, of the value of all the property owned by the corporation, wherever located, and the value of the property located within this State, and a statement, expressed in dollars, of the gross

amount of business transacted by the corporation and the gross amount thereof transacted by the corporation at or from places of business in this State as of the close of its fiscal year on or immediately preceding the last day of the third month prior to the anniversary month or in the case of a corporation which has established an extended filing month, as of the close of its fiscal year on or immediately preceding the last day of the third month prior to the extended filing month; however, in the case of a domestic corporation that has not completed its first fiscal year, the statement with respect to property owned shall be as of the last day of the third month preceding the anniversary month and the statement with respect to business transacted shall be furnished for the period between the date of incorporation and the last day of the third month preceding the anniversary month. In the case of a foreign corporation that has not been authorized to transact business in this State for a period of 12 months and has not commenced transacting business prior to obtaining authority, the statement with respect to property owned shall be as of the last day of the third month preceding the anniversary month and the statement with respect to business transacted shall be furnished for the period between the date of its authorization to transact business in this State and the last day of the third month preceding the anniversary month. If the data

referenced in item (2) of this subsection is not completed, the franchise tax provided for in this Act shall be computed on the basis of the entire paid-in capital.

(i) A statement, including the basis therefor, of status as a "minority-owned business" or as a "women-owned business" as those terms are defined in the Business Enterprise for Minorities, Women, and Persons with Disabilities Act.

(j) Additional information as may be necessary or appropriate in order to enable the Secretary of State to administer this Act and to verify the proper amount of fees and franchise taxes payable by the corporation.

(k) A statement of whether the corporation or foreign corporation has outstanding shares listed on a major United States stock exchange and is thereby subject to the reporting requirements of Section 8.12.

(l) For those corporations subject to Section 8.12, a statement providing the information required under Section 8.12.

(m) For those corporations required to file an Employer Information Report EEO-1 with the Equal Employment Opportunity Commission, information that is substantially similar to the employment data reported under Section D of the corporation's EEO-1 in a format approved by the Secretary of State. For each corporation that submits data under this paragraph, the Secretary of State shall publish

the data on the gender, race, and ethnicity of each corporation's employees on the Secretary of State's official website. The Secretary of State shall publish such information within 90 days of receipt of a properly filed annual report or as soon thereafter as practicable.

The annual report shall be made on forms prescribed and furnished by the Secretary of State, and the information therein required by paragraphs (a) through (d), both inclusive, of this Section, shall be given as of the date of the execution of the annual report and the information therein required by paragraphs (e), (f), and (g) of this Section shall be given as of the last day of the third month preceding the anniversary month, except that the information required by paragraphs (e), (f), and (g) shall, in the case of a corporation which has established an extended filing month, be given in its final transition annual report and each subsequent annual report as of the close of its fiscal year on or immediately preceding the last day of the third month prior to its extended filing month. The information required by paragraph (m) shall be included in the corporation's annual report filed on and after January 1, 2023. It shall be executed by the corporation by its president, a vice-president, secretary, assistant secretary, treasurer or other officer duly authorized by the board of directors of the corporation to execute those reports, and verified by him or her, or, if the corporation is in the hands of a receiver or trustee, it shall be executed on behalf of the corporation and

verified by the receiver or trustee.

(Source: P.A. 100-391, eff. 8-25-17; 100-486, eff. 1-1-18; 100-863, eff. 8-14-18; 101-589, eff. 8-27-19.)

Article 10.

Section 10-1. The Freedom of Information Act is amended by changing Section 7.5 as follows:

(5 ILCS 140/7.5)

Sec. 7.5. Statutory exemptions. To the extent provided for by the statutes referenced below, the following shall be exempt from inspection and copying:

(a) All information determined to be confidential under Section 4002 of the Technology Advancement and Development Act.

(b) Library circulation and order records identifying library users with specific materials under the Library Records Confidentiality Act.

(c) Applications, related documents, and medical records received by the Experimental Organ Transplantation Procedures Board and any and all documents or other records prepared by the Experimental Organ Transplantation Procedures Board or its staff relating to applications it has received.

(d) Information and records held by the Department of

Public Health and its authorized representatives relating to known or suspected cases of sexually transmissible disease or any information the disclosure of which is restricted under the Illinois Sexually Transmissible Disease Control Act.

(e) Information the disclosure of which is exempted under Section 30 of the Radon Industry Licensing Act.

(f) Firm performance evaluations under Section 55 of the Architectural, Engineering, and Land Surveying Qualifications Based Selection Act.

(g) Information the disclosure of which is restricted and exempted under Section 50 of the Illinois Prepaid Tuition Act.

(h) Information the disclosure of which is exempted under the State Officials and Employees Ethics Act, and records of any lawfully created State or local inspector general's office that would be exempt if created or obtained by an Executive Inspector General's office under that Act.

(i) Information contained in a local emergency energy plan submitted to a municipality in accordance with a local emergency energy plan ordinance that is adopted under Section 11-21.5-5 of the Illinois Municipal Code.

(j) Information and data concerning the distribution of surcharge moneys collected and remitted by carriers under the Emergency Telephone System Act.

(k) Law enforcement officer identification information or driver identification information compiled by a law enforcement agency or the Department of Transportation under Section 11-212 of the Illinois Vehicle Code.

(l) Records and information provided to a residential health care facility resident sexual assault and death review team or the Executive Council under the Abuse Prevention Review Team Act.

(m) Information provided to the predatory lending database created pursuant to Article 3 of the Residential Real Property Disclosure Act, except to the extent authorized under that Article.

(n) Defense budgets and petitions for certification of compensation and expenses for court appointed trial counsel as provided under Sections 10 and 15 of the Capital Crimes Litigation Act. This subsection (n) shall apply until the conclusion of the trial of the case, even if the prosecution chooses not to pursue the death penalty prior to trial or sentencing.

(o) Information that is prohibited from being disclosed under Section 4 of the Illinois Health and Hazardous Substances Registry Act.

(p) Security portions of system safety program plans, investigation reports, surveys, schedules, lists, data, or information compiled, collected, or prepared by or for the Regional Transportation Authority under Section 2.11 of

the Regional Transportation Authority Act or the St. Clair County Transit District under the Bi-State Transit Safety Act.

(q) Information prohibited from being disclosed by the Personnel Record Review Act.

(r) Information prohibited from being disclosed by the Illinois School Student Records Act.

(s) Information the disclosure of which is restricted under Section 5-108 of the Public Utilities Act.

(t) All identified or deidentified health information in the form of health data or medical records contained in, stored in, submitted to, transferred by, or released from the Illinois Health Information Exchange, and identified or deidentified health information in the form of health data and medical records of the Illinois Health Information Exchange in the possession of the Illinois Health Information Exchange Office due to its administration of the Illinois Health Information Exchange. The terms "identified" and "deidentified" shall be given the same meaning as in the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, or any subsequent amendments thereto, and any regulations promulgated thereunder.

(u) Records and information provided to an independent team of experts under the Developmental Disability and Mental Health Safety Act (also known as Brian's Law).

(v) Names and information of people who have applied for or received Firearm Owner's Identification Cards under the Firearm Owners Identification Card Act or applied for or received a concealed carry license under the Firearm Concealed Carry Act, unless otherwise authorized by the Firearm Concealed Carry Act; and databases under the Firearm Concealed Carry Act, records of the Concealed Carry Licensing Review Board under the Firearm Concealed Carry Act, and law enforcement agency objections under the Firearm Concealed Carry Act.

(w) Personally identifiable information which is exempted from disclosure under subsection (g) of Section 19.1 of the Toll Highway Act.

(x) Information which is exempted from disclosure under Section 5-1014.3 of the Counties Code or Section 8-11-21 of the Illinois Municipal Code.

(y) Confidential information under the Adult Protective Services Act and its predecessor enabling statute, the Elder Abuse and Neglect Act, including information about the identity and administrative finding against any caregiver of a verified and substantiated decision of abuse, neglect, or financial exploitation of an eligible adult maintained in the Registry established under Section 7.5 of the Adult Protective Services Act.

(z) Records and information provided to a fatality review team or the Illinois Fatality Review Team Advisory

Council under Section 15 of the Adult Protective Services Act.

(aa) Information which is exempted from disclosure under Section 2.37 of the Wildlife Code.

(bb) Information which is or was prohibited from disclosure by the Juvenile Court Act of 1987.

(cc) Recordings made under the Law Enforcement Officer-Worn Body Camera Act, except to the extent authorized under that Act.

(dd) Information that is prohibited from being disclosed under Section 45 of the Condominium and Common Interest Community Ombudsperson Act.

(ee) Information that is exempted from disclosure under Section 30.1 of the Pharmacy Practice Act.

(ff) Information that is exempted from disclosure under the Revised Uniform Unclaimed Property Act.

(gg) Information that is prohibited from being disclosed under Section 7-603.5 of the Illinois Vehicle Code.

(hh) Records that are exempt from disclosure under Section 1A-16.7 of the Election Code.

(ii) Information which is exempted from disclosure under Section 2505-800 of the Department of Revenue Law of the Civil Administrative Code of Illinois.

(jj) Information and reports that are required to be submitted to the Department of Labor by registering day and

temporary labor service agencies but are exempt from disclosure under subsection (a-1) of Section 45 of the Day and Temporary Labor Services Act.

(kk) Information prohibited from disclosure under the Seizure and Forfeiture Reporting Act.

(ll) Information the disclosure of which is restricted and exempted under Section 5-30.8 of the Illinois Public Aid Code.

(mm) Records that are exempt from disclosure under Section 4.2 of the Crime Victims Compensation Act.

(nn) Information that is exempt from disclosure under Section 70 of the Higher Education Student Assistance Act.

(oo) Communications, notes, records, and reports arising out of a peer support counseling session prohibited from disclosure under the First Responders Suicide Prevention Act.

(pp) Names and all identifying information relating to an employee of an emergency services provider or law enforcement agency under the First Responders Suicide Prevention Act.

(qq) Information and records held by the Department of Public Health and its authorized representatives collected under the Reproductive Health Act.

(rr) Information that is exempt from disclosure under the Cannabis Regulation and Tax Act.

(ss) Data reported by an employer to the Department of

Human Rights pursuant to Section 2-108 of the Illinois Human Rights Act.

(tt) Recordings made under the Children's Advocacy Center Act, except to the extent authorized under that Act.

(uu) Information that is exempt from disclosure under Section 50 of the Sexual Assault Evidence Submission Act.

(vv) Information that is exempt from disclosure under subsections (f) and (j) of Section 5-36 of the Illinois Public Aid Code.

(ww) Information that is exempt from disclosure under Section 16.8 of the State Treasurer Act.

(xx) Information that is exempt from disclosure or information that shall not be made public under the Illinois Insurance Code.

(yy) Information prohibited from being disclosed under the Illinois Educational Labor Relations Act.

(zz) Information prohibited from being disclosed under the Illinois Public Labor Relations Act.

(aaa) Information prohibited from being disclosed under Section 1-167 of the Illinois Pension Code.

(bbb) Information that is exempt from disclosure under subsection (k) of Section 11 of the Equal Pay Act of 2003.

(Source: P.A. 100-20, eff. 7-1-17; 100-22, eff. 1-1-18; 100-201, eff. 8-18-17; 100-373, eff. 1-1-18; 100-464, eff. 8-28-17; 100-465, eff. 8-31-17; 100-512, eff. 7-1-18; 100-517, eff. 6-1-18; 100-646, eff. 7-27-18; 100-690, eff. 1-1-19;

100-863, eff. 8-14-18; 100-887, eff. 8-14-18; 101-13, eff. 6-12-19; 101-27, eff. 6-25-19; 101-81, eff. 7-12-19; 101-221, eff. 1-1-20; 101-236, eff. 1-1-20; 101-375, eff. 8-16-19; 101-377, eff. 8-16-19; 101-452, eff. 1-1-20; 101-466, eff. 1-1-20; 101-600, eff. 12-6-19; 101-620, eff. 12-20-19; 101-649, eff. 7-7-20.)

Section 10-5. The State Finance Act is amended by adding Section 5.935 as follows:

(30 ILCS 105/5.935 new)

Sec. 5.935. The Equal Pay Registration Fund.

Section 10-10. The Equal Pay Act of 2003 is amended by adding Section 11 as follows:

(820 ILCS 112/11 new)

Sec. 11. Equal pay registration certificate requirements; application.

For the purposes of this Section 11 only, "business" means any private employer who has more than 100 employees in the State of Illinois, and does not include the State of Illinois or any political subdivision, municipal corporation, or other governmental unit or agency.

(a) A business must obtain an equal pay registration certificate from the Department or certify in writing that it

is exempt.

(b) Any business subject to the requirements of this Section that is authorized to transact business in this State on the effective date of this amendatory Act of the 101st General Assembly must obtain an equal pay registration certificate within 3 years after the effective date of this amendatory Act of the 101st General Assembly and must recertify every 2 years thereafter. Any business subject to the requirements of this Section that is authorized to transact business in this State after the effective date of this amendatory Act of the 101st General Assembly must obtain an equal pay registration certificate within 3 years of commencing business operations and must recertify every 2 years thereafter.

(c) Application.

(1) A business shall apply for an equal pay registration certificate by paying a \$150 filing fee and submitting an equal pay compliance statement to the Director. Any business that is required to file an annual Employer Information Report EEO-1 with the Equal Employment Opportunity Commission must also submit to the Director a copy of the business's most recently filed Employer Information Report EEO-1 for each county in which the business has a facility or employees. The business shall also compile, from records maintained and available, a list of all employees during the past calendar year,

separated by gender and the race and ethnicity categories as reported in the business's most recently filed Employer Information Report EEO-1, and report the total wages as defined by Section 2 of the Illinois Wage Payment and Collection Act paid to each employee during the past calendar year, rounded to the nearest hundred dollar, to the Director. The proceeds from the fees collected under this Section shall be deposited into the Equal Pay Registration Fund, a special fund created in the State treasury. Moneys in the Fund shall be appropriated to the Department for the purposes of this Section. The Director shall issue an equal pay registration certificate to a business that submits to the Director a statement signed by a corporate officer, legal counsel, or authorized agent of the business:

(A) that the business is in compliance with Title VII of the Civil Rights Act of 1964, the Equal Pay Act of 1963, the Illinois Human Rights Act, the Equal Wage Act, and the Equal Pay Act of 2003;

(B) that the average compensation for its female and minority employees is not consistently below the average compensation, as determined by rule by the United States Department of Labor, for its male and non-minority employees within each of the major job categories in the Employer Information Report EEO-1 for which an employee is expected to perform work under

the contract, taking into account factors such as length of service, requirements of specific jobs, experience, skill, effort, responsibility, working conditions of the job, or other mitigating factors; as used in this subparagraph, "minority" has the meaning ascribed to that term in paragraph (1) of subsection (A) of Section 2 of the Business Enterprise for Minorities, Women, and Persons with Disabilities Act;

(C) that the business does not restrict employees of one sex to certain job classifications and makes retention and promotion decisions without regard to sex;

(D) that wage and benefit disparities are corrected when identified to ensure compliance with the Acts cited in subparagraph (A) and with subparagraph (B); and

(E) how often wages and benefits are evaluated to ensure compliance with the Acts cited in subparagraph (A) and with subparagraph (B).

(2) The equal pay compliance statement shall also indicate whether the business, in setting compensation and benefits, utilizes:

(A) a market pricing approach;

(B) State prevailing wage or union contract requirements;

(C) a performance pay system;

(D) an internal analysis; or

(E) an alternative approach to determine what level of wages and benefits to pay its employees. If the business uses an alternative approach, the business must provide a description of its approach.

(3) Receipt of the equal pay compliance statement by the Director does not establish compliance with the Acts set forth in subparagraph (A).

A business that has employees in multiple locations or facilities in Illinois shall submit a single application to the Department regarding all of its operations in Illinois.

(d) Issuance or rejection of registration certificate. The Director must issue an equal pay registration certificate, or a statement of why the application was rejected, within 45 calendar days of receipt of the application. An application may be rejected only if it does not comply with the requirements of subsection (c). The receipt of an application by the Department, or the issuance of a registration certificate by the Department, shall not establish compliance of the Equal Pay Act of 2003 as to all Sections except Section 11. The issuance of a registration certificate shall not be a defense against any Equal Pay Act violation found by the Department, nor a basis for mitigation of damages.

(e) Revocation of registration certificate. An equal pay registration certificate for a business may be suspended or revoked by the Director when the business fails to make a good

faith effort to comply with the Acts identified in subparagraph (A) of paragraph (1) of subsection (c), fails to make a good faith effort to comply with this Section, or has multiple violations of this Section or the Acts identified in subparagraph (A) of paragraph (1) of subsection (c). Prior to suspending or revoking a registration certificate, the Director must first have sought to conciliate with the business regarding wages and benefits due to employees.

The Director, or his or her authorized representative, may interview workers, administer oaths, take or cause to be taken the depositions of witnesses, and require by subpoena the attendance and testimony of witnesses, and the production of all books, records, and other evidence relative to the matter under investigation or hearing. Such subpoena shall be signed and issued by the Director or his or her authorized representative.

Upon request by the Director or his or her deputies or agents, records shall be copied and submitted for evidence at no cost to the Department. Every employer upon request shall furnish to the Director or his or her authorized representative, on demand, a sworn statement of the accuracy of the records. Any employer who refuses to furnish a sworn statement of the records is in violation of this Act.

In case of failure of any person to comply with any subpoena lawfully issued under this Section or on the refusal of any witness to produce evidence or to testify to any matter

regarding which he or she may be lawfully interrogated, it is the duty of any circuit court, upon application of the Director or his or her authorized representative, to compel obedience by proceedings for contempt, as in the case of disobedience of the requirements of a subpoena issued by such court or a refusal to testify therein. The Director may certify to official acts.

Neither the Department nor the Director shall be held liable for good faith errors in issuing, denying, suspending or revoking certificates.

(f) Administrative review.

(1) A business may obtain an administrative hearing in accordance with the Illinois Administrative Procedure Act before the suspension or revocation of its certificate is effective by filing a written request for hearing within 20 calendar days after service of notice by the Director.

(2) A business may obtain an administrative hearing in accordance with the Illinois Administrative Procedure Act before the contract award entity's abridgement or termination of a contract is effective by filing a written request for a hearing 20 calendar days after service of notice by the contract award entity.

(g) Technical assistance. The Director must provide technical assistance to any business that requests assistance regarding this Section.

(h) Audit. The Director may audit the business's compliance with this Section. As part of an audit, upon request, a

business must provide the Director the following information with respect to employees expected to perform work under the contract in each of the major job categories in the Employer Information Report EEO-1:

(1) number of male employees;

(2) number of female employees;

(3) average annualized salaries paid to male employees and to female employees, in the manner most consistent with the employer's compensation system, within each major job category;

(4) information on performance payments, benefits, or other elements of compensation, in the manner most consistent with the employer's compensation system, if requested by the Director as part of a determination as to whether these elements of compensation are different for male and female employees;

(5) average length of service for male and female employees in each major job category; and

(6) other information identified by the business or by the Director, as needed, to determine compliance with items specified in paragraph (1) of subsection (c).

(i) Access to data. Data submitted to the Director related to equal pay registration certificates or otherwise provided by an employer in its equal pay compliance statement under subsection (c) are private data on individuals or nonpublic data with respect to persons other than Department employees.

The Director's decision to issue, not issue, revoke, or suspend an equal pay registration certificate is public data.

(j) Penalty. The Department shall impose on any business that does not obtain an equal pay registration certificate as required under this Section, or whose equal pay registration certificate is suspended or revoked after a Department investigation, a civil penalty in an amount equal to 1% of the business's gross profits.

Falsification or misrepresentation of information on an application submitted to the Department shall constitute a violation of this Act.

(k) Whistleblower protection. As used in this subsection, "retaliatory action" means the reprimand, discharge, suspension, demotion, denial of promotion or transfer, or change in the terms and conditions of employment of any employee of a business that is taken in retaliation for the employee's involvement in a protected activity.

(1) A business shall not take any retaliatory action against an employee of the business because the employee does any of the following:

(A) Discloses or threatens to disclose to a supervisor or to a public body an activity, inaction, policy, or practice implemented by a business that the employee reasonably believes is in violation of a law, rule, or regulation.

(B) Provides information to or testifies before

any public body conducting an investigation, hearing, or inquiry into any violation of a law, rule, or regulation by a nursing home administrator.

(C) Assists or participates in a proceeding to enforce the provisions of this Act.

(2) A violation of this subsection (k) may be established only upon a finding that (i) the employee of the business engaged in conduct described in paragraph (1) of this subsection and (ii) this conduct was a contributing factor in the retaliatory action alleged by the employee. There is no violation of this Section, however, if the business demonstrates by clear and convincing evidence that it would have taken the same unfavorable personnel action in the absence of that conduct.

(3) The employee of the business may be awarded all remedies necessary to make the employee whole and to prevent future violations of this Section. Remedies imposed by the court may include, but are not limited to, all of the following:

(A) Reinstatement of the employee to either the same position held before the retaliatory action or to an equivalent position.

(B) Two times the amount of back pay.

(C) Interest on the back pay.

(D) Reinstatement of full fringe benefits and seniority rights.

(E) Payment of reasonable costs and attorney's fees.

(4) Nothing in this Section shall be deemed to diminish the rights, privileges, or remedies of an employee of a business under any other federal or State law, rule, or regulation or under any employment contract.

Article 99.

Section 99-99. Effective date. This Act takes effect upon becoming law.

Public Act 101-0652

HB3653 Enrolled

LRB101 05541 RLC 50557 b

long after release these arrests occurred;

(7) information on the pretrial failure to appear rates of individuals released pretrial, including the number who missed one or more court dates, how many warrants for failures to appear were issued, and how many individuals were detained pretrial or placed on electronic monitoring pretrial after a failure to appear in court;

(8) what, if any, validated pretrial risk assessment tools are in use in each jurisdiction, and comparisons of the pretrial release and pretrial detention decisions of judges as compared to and the risk assessment scores of individuals; and

(9) any other information the Pretrial Practices Data Oversight Board considers important and probative of the effectiveness of pretrial practices in the state of Illinois. d) Circuit clerks' offices, sheriff's departments, law enforcement agencies, jails, pretrial departments, probation department, State's Attorneys' offices, public defenders' offices and other applicable criminal justice system agencies are mandated to provide data to the Administrative Office of the Illinois Courts as described in subsection (c).

(20 ILCS 3930/7.8 new)

Sec. 7.8. Domestic Violence Pretrial Practices Working Group.

(a) The Executive Director of the Illinois Criminal Justice Information Authority shall convene a working group to research and issue a report on current practices in pretrial domestic violence courts throughout the state of Illinois.

(b) The working group shall include, but is not limited to, designees from the Administrative Office of the Illinois Courts, the Illinois Criminal Justice Information Authority, Domestic Violence victims' advocates, formerly incarcerated victims of violence, legal practitioners, and other entities that possess knowledge of evidence-based practices surrounding domestic violence and current pretrial practices in Illinois.

(c) The group shall meet quarterly and no later than 15 months after the effective date of this amendatory Act of the 101st General Assembly issue a preliminary report on the state of current practice across the state in regards to pretrial practices and domestic violence and no later than 15 months after the release of the preliminary report, issue a final report issuing recommendations for evidence-based improvements to court procedures.

(d) Members of the working group shall serve without compensation.

Section 10-135. The Public Officer Prohibited Activities Act is amended by adding Section 4.1 as follows:

(50 ILCS 105/4.1 new)

Sec. 4.1. Retaliation against a whistleblower.

(a) It is prohibited for a unit of local government, any agent or representative of a unit of local government, or another employee to retaliate against an employee or contractor who:

(1) reports an improper governmental action under this Section;

(2) cooperates with an investigation by an auditing official related to a report of improper governmental action; or

(3) testifies in a proceeding or prosecution arising out of an improper governmental action.

(b) To invoke the protections of this Section, an employee shall make a written report of improper governmental action to the appropriate auditing official. An employee who believes he or she has been retaliated against in violation of this Section must submit a written report to the auditing official within 60 days of gaining knowledge of the retaliatory action. If the auditing official is the individual doing the improper governmental action, then a report under this subsection may be submitted to any State's Attorney.

(c) Each auditing official shall establish written processes and procedures for managing complaints filed under this Section, and each auditing official shall investigate and dispose of reports of improper governmental action in accordance with these processes and procedures. If an auditing

official concludes that an improper governmental action has taken place or concludes that the relevant unit of local government, department, agency, or supervisory officials have hindered the auditing official's investigation into the report, the auditing official shall notify in writing the chief executive of the unit of local government and any other individual or entity the auditing official deems necessary in the circumstances.

(d) An auditing official may transfer a report of improper governmental action to another auditing official for investigation if an auditing official deems it appropriate, including, but not limited to, the appropriate State's Attorney.

(e) To the extent allowed by law, the identity of an employee reporting information about an improper governmental action shall be kept confidential unless the employee waives confidentiality in writing. Auditing officials may take reasonable measures to protect employees who reasonably believe they may be subject to bodily harm for reporting improper government action.

(f) The following remedies are available to employees subjected to adverse actions for reporting improper government action:

(1) Auditing officials may reinstate, reimburse for lost wages or expenses incurred, promote, or provide some other form of restitution.

(2) In instances where an auditing official determines that restitution will not suffice, the auditing official may make his or her investigation findings available for the purposes of aiding in that employee or the employee's attorney's effort to make the employee whole.

(g) A person who engages in prohibited retaliatory action under subsection (a) is subject to the following penalties: a fine of no less than \$500 and no more than \$5,000, suspension without pay, demotion, discharge, civil or criminal prosecution, or any combination of these penalties, as appropriate.

(h) Every employee shall receive a written summary or a complete copy of this Section upon commencement of employment and at least once each year of employment. At the same time, the employee shall also receive a copy of the written processes and procedures for reporting improper governmental actions from the applicable auditing official.

(i) As used in this Section:

"Auditing official" means any elected, appointed, or hired individual, by whatever name, in a unit of local government whose duties are similar to, but not limited to, receiving, registering, and investigating complaints and information concerning misconduct, inefficiency, and waste within the unit of local government; investigating the performance of officers, employees, functions, and programs; and promoting economy, efficiency, effectiveness and integrity in the

administration of the programs and operations of the municipality. If a unit of local government does not have an "auditing official", the "auditing official" shall be a State's Attorney of the county in which the unit of local government is located within.

"Employee" means anyone employed by a unit of local government, whether in a permanent or temporary position, including full-time, part-time, and intermittent workers. "Employee" also includes members of appointed boards or commissions, whether or not paid. "Employee" also includes persons who have been terminated because of any report or complaint submitted under this Section.

"Improper governmental action" means any action by a unit of local government employee, an appointed member of a board, commission, or committee, or an elected official of the unit of local government that is undertaken in violation of a federal, State, or unit of local government law or rule; is an abuse of authority; violates the public's trust or expectation of his or her conduct; is of substantial and specific danger to the public's health or safety; or is a gross waste of public funds. The action need not be within the scope of the employee's, elected official's, board member's, commission member's, or committee member's official duties to be subject to a claim of "improper governmental action". "Improper governmental action" does not include a unit of local government personnel actions, including, but not limited to employee grievances, complaints,

appointments, promotions, transfers, assignments, reassignments, reinstatements, restorations, reemployment, performance evaluations, reductions in pay, dismissals, suspensions, demotions, reprimands, or violations of collective bargaining agreements, except to the extent that the action amounts to retaliation.

"Retaliate", "retaliation", or "retaliatory action" means any adverse change in an employee's employment status or the terms and conditions of employment that results from an employee's protected activity under this Section. "Retaliatory action" includes, but is not limited to, denial of adequate staff to perform duties; frequent staff changes; frequent and undesirable office changes; refusal to assign meaningful work; unsubstantiated letters of reprimand or unsatisfactory performance evaluations; demotion; reduction in pay; denial of promotion; transfer or reassignment; suspension or dismissal; or other disciplinary action made because of an employee's protected activity under this Section.

Section 10-140. The Local Records Act is amended by changing Section 3b as follows:

(50 ILCS 205/3b)

Sec. 3b. Arrest records and reports.

(a) When an individual is arrested, the following information must be made available to the news media for



AGENDA ITEM # 7a

REQUEST FOR BOARD ACTION
Finance

AGENDA SECTION: Consent – ACA
SUBJECT: Accounts Payable-Warrant #1743
MEETING DATE: August 10, 2021
FROM: Andrea Lamberg, Finance Director *al*

Recommended Motion

Approve payment of the accounts payable for the period of July 12, 2021 through August 6, 2021 in the aggregate amount of \$2,860,543.77 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 #1743 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 #1743

VILLAGE OF HINSDALE

ACCOUNTS PAYABLE WARRANT REGISTER #1743

FOR PERIOD July 12, 2021 through August 6, 2021

The attached Warrant Summary by Fund and Warrant Register listing TOTAL DISBURSEMENTS FOR ALL FUNDS of \$2,860,543.77 reviewed and approved by the below named officials.

APPROVED BY Andrea Lamberg JLB DATE 8/5/21
VILLAGE TREASURER/FINANCE DIRECTOR

APPROVED BY _____ DATE _____
VILLAGE MANAGER

APPROVED BY _____ DATE _____
VILLAGE TRUSTEE

Village of Hinsdale
#1743
Summary By Fund

Recap By Fund	Fund	Regular Checks	ACH/Wire Transfers	Total
General Fund	100	610,265.00	182,209.49	792,474.49
Capital Project Fund	400	608,472.14	-	608,472.14
Water & Sewer Operations	600	532,230.24	-	532,230.24
Water & Sewer Capital	620	426,096.74	-	426,096.74
Escrow Funds	720	140,370.38	-	140,370.38
Payroll Revolving Fund	740	10,703.08	350,183.95	360,887.03
Library Operating Fund	900	12.75	-	12.75
Total		2,328,150.33	532,393.44	2,860,543.77

Village of Hinsdale
Schedule of Bank Wire Transfers and ACH Payments
1743

DATE	DESCRIPTION	ACCOUNT	AMOUNT
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Electronic Federal Tax Payment Systems

7/23/2021	Village Payroll #15 - Calendar 2021	FWH/FICA/Medicare	\$ 93,259.69
8/6/2021	Village Payroll #16 - Calendar 2021	FWH/FICA/Medicare	\$ 100,339.41

Illinois Department of Revenue

7/23/2021	Village Payroll #15 - Calendar 2021	State Tax Withholding	\$ 19,555.35
8/6/2021	Village Payroll #16 - Calendar 2021	State Tax Withholding	\$ 20,758.91

ICMA - 457 Plans

7/23/2021	Village Payroll #15 - Calendar 2021	Employee Withholding	\$ 19,939.65
8/6/2021	Village Payroll #16 - Calendar 2021	Employee Withholding	\$ 19,939.65

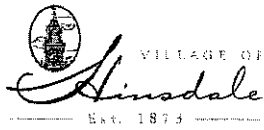
HSA PLAN CONTRIBUTION

7/23/2021	Village Payroll #15 - Calendar 2021	Employer/Employee Withholding	\$ 1,300.00
8/6/2021	Village Payroll #16 - Calendar 2021	Employer/Employee Withholding	\$ 1,300.00

Intergovernmental Personnel Benefit Cooperative	Employee Insurance	\$ 182,209.49
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Illinois Municipal Retirement Fund	Employer/Employee	\$ 73,791.29
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Total Bank Wire Transfers and ACH Payments \$ 532,393.44

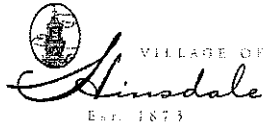
**Warrant Register 1743**

Invoice	Description	Invoice/Amount
AT&T MOBILITY		
59924823-MAY21	PHONE CHARGES 3/3/21-5/25/21	214.49
59924823-MAY21	PHONE CHARGES 3/3/21-5/25/21	622.78
59924823-MAY21	PHONE CHARGES 3/3/21-5/25/21	31.45
59924823-MAY21	PHONE CHARGES 3/3/21-5/25/21	119.50
59924823-MAY21	PHONE CHARGES 3/3/21-5/25/21	200.62
59924823-MAY21	PHONE CHARGES 3/3/21-5/25/21	83.80
59924823-MAY21	PHONE CHARGES 3/3/21-5/25/21	122.89
59924823-MAY21	PHONE CHARGES 3/3/21-5/25/21	79.20
59924820-MAY21	PHONE CHARGES 3/3/21-5/25/21	531.10
59924820-MAY21	PHONE CHARGES 3/3/21-5/25/21	637.61
59924820-MAY21	PHONE CHARGES 3/3/21-5/25/21	388.68
59924820-MAY21	PHONE CHARGES 3/3/21-5/25/21	30.21
Check Date 7/14/2021 Total For Check # 109879		3,062.33
BULLSEYE TELECOM		
39865360	PHONE CHARGES 6/26-7/25/21	771.72
39865360	PHONE CHARGES 6/26-7/25/21	81.57
39865360	PHONE CHARGES 6/26-7/25/21	76.93
39865360	PHONE CHARGES 6/26-7/25/21	307.74
39865360	PHONE CHARGES 6/26-7/25/21	59.37
39865360	PHONE CHARGES 6/26-7/25/21	678.37
39865360	PHONE CHARGES 6/26-7/25/21	426.13
39865360	PHONE CHARGES 6/26-7/25/21	81.57
39865360	PHONE CHARGES 6/26-7/25/21	76.93
39865360	PHONE CHARGES 6/26-7/25/21	158.50
39865360	PHONE CHARGES 6/26-7/25/21	52.61
Check Date 7/14/2021 Total For Check # 109880		2,771.44
CLARK BAIRD SMITH LLP		
14027	LEGAL FILE/LABOR GENERAL #12929	170.00
Check Date 7/14/2021 Total For Check # 109881		170.00
COMCAST		
8771201110037136	POOL 7/4-8/3/21	148.35
8771201110036757	VILLAGE HALL 7/5-8/4/21	258.35
8771201110036781	POLICE 7/5-8/4/21	162.90
8771201110036807	KLM 7/5-8/4/21	108.35
8771201110036815	WATER 7/5-8/4/21	148.35
Check Date 7/14/2021 Total For Check # 109882		826.30



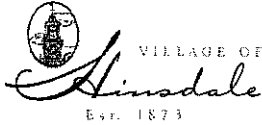
Warrant Register 1743

Invoice	Description	Invoice/Amount
COMED-6112		
1653148069	TRAFFIC SIGNALS-5/27-6/28/21	53.72
	Check Date 7/14/2021 Total For Check # 109883	53.72
CONSTELLATION NEWENERGY		
3236215	GAS CHARGES 6/1-6/30/21	128.66
3236215	GAS CHARGES 6/1-6/30/21	128.66
3236215	GAS CHARGES 6/1-6/30/21	187.77
3236215	GAS CHARGES 6/1-6/30/21	233.52
3236215	GAS CHARGES 6/1-6/30/21	1,240.83
3236215	GAS CHARGES 6/1-6/30/21	207.89
	Check Date 7/14/2021 Total For Check # 109884	2,127.33
DUPAGE WATER COMMISSION		
01-1200-00-JUNE21	WATER CHARGES-5/31-6/30/21	500,031.70
	Check Date 7/14/2021 Total For Check # 109885	500,031.70
ILLINOIS EPA		
IL0066818-JUL21	ANNUAL NPDES PERMIT FEE 7/1/21-6/30/22	5,000.00
	Check Date 7/14/2021 Total For Check # 109886	5,000.00
WINSTON & STRAWN		
280654	LEGAL SERVICES THRU 5/31/21	31,120.37
	Check Date 7/14/2021 Total For Check # 109887	31,120.37
AT & T		
63032338639258	VEECK PARK-WP 6/14-7/13/21	391.86
	Check Date 7/22/2021 Total For Check # 109888	391.86
BMO HARRIS BANK N.A. PYMT		
JUNE2021	JUNE21 MISC CHARGES	116.64
JUNE2021	JUNE21 MISC CHARGES	25.58
JUNE2021	JUNE21 MISC CHARGES	253.79
JUNE2021	JUNE21 MISC CHARGES	158.80
JUNE2021	JUNE21 MISC CHARGES	32.81
JUNE2021	JUNE21 MISC CHARGES	114.57
JUNE2021	JUNE21 MISC CHARGES	112.50
JUNE2021	JUNE21 MISC CHARGES	18.99
JUNE2021	JUNE21 MISC CHARGES	59.54
JUNE2021	JUNE21 MISC CHARGES	250.00
JUNE2021	JUNE21 MISC CHARGES	94.99
JUNE2021	JUNE21 MISC CHARGES	110.00

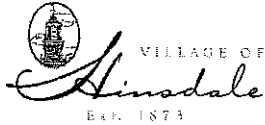


Warrant Register 1743

Invoice	Description	Invoice/Amount
JUNE2021	JUNE21 MISC CHARGES	44.40
JUNE2021	JUNE21 MISC CHARGES	17.98
JUNE2021	JUNE21 MISC CHARGES	119.88
JUNE2021	JUNE21 MISC CHARGES	17.05
JUNE2021	JUNE21 MISC CHARGES	0.99
JUNE2021	JUNE21 MISC CHARGES	67.92
JUNE2021	JUNE21 MISC CHARGES	495.00
JUNE2021	JUNE21 MISC CHARGES	5.00
JUNE2021	JUNE21 MISC CHARGES	195.00
JUNE2021	JUNE21 MISC CHARGES	99.00
JUNE2021	JUNE21 MISC CHARGES	15.00
JUNE2021	JUNE21 MISC CHARGES	15.96
JUNE2021	JUNE21 MISC CHARGES	38.99
JUNE2021	JUNE21 MISC CHARGES	15.99
JUNE2021	JUNE21 MISC CHARGES	88.00
JUNE2021	JUNE21 MISC CHARGES	23.40
JUNE2021	JUNE21 MISC CHARGES	48.76
JUNE2021	JUNE21 MISC CHARGES	14.99
JUNE2021	JUNE21 MISC CHARGES	20.38
JUNE2021	JUNE21 MISC CHARGES	83.55
JUNE2021	JUNE21 MISC CHARGES	35.94
JUNE2021	JUNE21 MISC CHARGES	97.80
JUNE2021	JUNE21 MISC CHARGES	121.50
JUNE2021	JUNE21 MISC CHARGES	42.69
JUNE2021	JUNE21 MISC CHARGES	44.86
JUNE2021	JUNE21 MISC CHARGES	-25.00
JUNE2021	JUNE21 MISC CHARGES	140.00
JUNE2021	JUNE21 MISC CHARGES	84.85
JUNE2021	JUNE21 MISC CHARGES	23.66
JUNE2021	JUNE21 MISC CHARGES	0.99
JUNE2021	JUNE21 MISC CHARGES	215.00
JUNE2021	JUNE21 MISC CHARGES	120.00
JUNE2021	JUNE21 MISC CHARGES	231.00
JUNE2021	JUNE21 MISC CHARGES	120.00
JUNE2021	JUNE21 MISC CHARGES	120.00
JUNE2021	JUNE21 MISC CHARGES	-120.00
Check Date 7/22/2021 Total For Check # 109889		4,028.74

**Warrant Register 1743**

Invoice	Description	Invoice/Amount
COMCAST		
8771201110009242	PD/FIRE 7/16-8/15/21	70.00
8771201110009242	PD/FIRE 7/16-8/15/21	69.99
Check Date 7/22/2021 Total For Check # 109890		139.99
FULLERS HOME & HARDWARE		
JUNE2021	JUNE21 MISC HARDWARE/TOOLS	21.02
JUNE2021	JUNE21 MISC HARDWARE/TOOLS	7.34
JUNE2021	JUNE21 MISC HARDWARE/TOOLS	10.79
JUNE2021	JUNE21 MISC HARDWARE/TOOLS	8.98
JUNE2021	JUNE21 MISC HARDWARE/TOOLS	42.97
JUNE2021	JUNE21 MISC HARDWARE/TOOLS	67.49
JUNE2021	JUNE21 MISC HARDWARE/TOOLS	14.39
JUNE2021	JUNE21 MISC HARDWARE/TOOLS	53.99
JUNE2021	JUNE21 MISC HARDWARE/TOOLS	80.96
JUNE2021	JUNE21 MISC HARDWARE/TOOLS	17.24
Check Date 7/22/2021 Total For Check # 109891		325.17
FARRELL-PERKINS, KIMBERLY		
26910	CONT BD-843 S LINCOLN #26910	10,000.00
Check Date 7/22/2021 Total For Check # 109892		10,000.00
TOSHIBA BUSINESS		
5560947	COPIER MAINT 6/1-6/30/21 COM DEV	133.57
5560947	COPIER MAINT 6/1-6/30/21 COM DEV	57.24
5560866	COPIER MAINT 4/1-6/30/21	345.92
5560866	COPIER MAINT 4/1-6/30/21	306.74
5560866	COPIER MAINT 4/1-6/30/21	449.25
5500295	COPIER MAINT 1/1-3/31/21	294.47
5500295	COPIER MAINT 1/1-3/31/21	126.20
5500295	COPIER MAINT 1/1-3/31/21	335.70
5500295	COPIER MAINT 1/1-3/31/21	283.74
5500295	COPIER MAINT 1/1-3/31/21	4.60
5500295	COPIER MAINT 1/1-3/31/21	513.33
Check Date 7/22/2021 Total For Check # 109893		2,850.76
TOSHIBA FINANCIAL SERVICE		
448077214	COPIER LEASE JUL21 COM DEV/PARKS	192.50
448077214	COPIER LEASE JUL21 COM DEV/PARKS	82.50
Check Date 7/22/2021 Total For Check # 109894		275.00



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Invoice	Description	Invoice/Amount
WEX BANK		
72566219	JUNE21 UNLEADED FUEL	96.99
72566219	JUNE21 UNLEADED FUEL	438.08
72566219	JUNE21 UNLEADED FUEL	4,010.14
72566219	JUNE21 UNLEADED FUEL	1,150.54
72566219	JUNE21 UNLEADED FUEL	297.46
72566219	JUNE21 UNLEADED FUEL	100.56
72566219	JUNE21 UNLEADED FUEL	142.47
72566219	JUNE21 UNLEADED FUEL	996.48
72566219	JUNE21 UNLEADED FUEL	928.76
72566219	JUNE21 UNLEADED FUEL	21.50
72566219	JUNE21 UNLEADED FUEL	-93.50
Check Date 7/22/2021 Total For Check # 109895		8,089.48
AFLAC-FLEXONE		
11593	Payroll Run 1 - Warrant PR2115	856.48
Check Date 7/23/2021 Total For Check # 109900		856.48
NATIONWIDE RETIREMENT SOL		
11592	Payroll Run 1 - Warrant PR2115	200.00
Check Date 7/23/2021 Total For Check # 109901		200.00
NATIONWIDE TRUST CO FSB		
11594	Payroll Run 1 - Warrant PR2115	3,489.33
Check Date 7/23/2021 Total For Check # 109902		3,489.33
STATE DISBURSEMENT UNIT		
11595	Payroll Run 1 - Warrant PR2115	230.77
Check Date 7/23/2021 Total For Check # 109903		230.77
DUPAGE COUNTY COLLECTOR		
09-12-129-014	2ND INSTALLMENT-CASA MARGARITA	5,519.79
Check Date 7/27/2021 Total For Check # 109904		5,519.79
THOSE FUNNY LITTLE PEOPLE		
070421	JULY4TH PARTICIPANT	500.00
Check Date 7/27/2021 Total For Check # 109905		500.00
VANNORSDEL, DAVID		
JUN-21	ERP PROJECT MANAGEMENT VOB 2/2/21	10,000.00
JUN-21	ERP PROJECT MANAGEMENT VOB 2/2/21	5,000.00
Check Date 7/27/2021 Total For Check # 109906		15,000.00

VOID-109896, 109897, 109898, 109899

VOID 109907



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Invoice	Description	Invoice/Amount
J NARDULLI CONCRETE		
PAY 1 20210629	2021 8TH ST RECONSTRUT-BOT 5/5/21	150,373.88
PAY 1 20210629	2021 8TH ST RECONSTRUT-BOT 5/5/21	24,479.47
Check Date 7/29/2021 Total For Check # 109908		174,853.35
5 STAR SOCCER CAMPS, INC		
7221	JUNE 28 CAMP	600.00
Check Date 8/6/2021 Total For Check # 109909		600.00
A BLOCK MARKETING INC		
LC00047214	WOOD CHIP DISPOSAL	30.00
LC00046089	LOG DISPOSAL	30.00
ME00056910	WOOD CHIP DISPOSAL	30.00
ME00056906	LOG DISPOSAL	60.00
LC00046751	WOOD CHIP DISPOSAL	30.00
ME00057049	WOOD CHIP DISPOSAL	30.00
ME0057092	LOG DISPOSAL	30.00
Check Date 8/6/2021 Total For Check # 109910		240.00
ABT		
0611121RMIQ	COOKTOP REPAIR	360.63
Check Date 8/6/2021 Total For Check # 109911		360.63
ADVENTIST HINSDALE HOSP		
018	ELECTRICITY FOR CAMERA	365.43
Check Date 8/6/2021 Total For Check # 109912		365.43
AEP ENERGY		
301329848-JUN21	53 VILLAGE PL-JUN21	302.30
3014421204-JUNE21	E CHGO-TRANSFORMER 5/18-6/17/21	1,546.99
3014421192-JUL21	908 ELM ST 6/17-7/19/21	663.57
3014421204-JULY21	19 E CHGO-TRANSFORMER 6/17-7/19/21	1,314.13
Check Date 8/6/2021 Total For Check # 109913		3,826.99
AIR ONE EQUIPMENT		
170111	HAZMAT METER REPAIR	208.00
170411	UNIFORM ALLOWANCE	185.00
170535	UNIFORM ALLOWANCE	7,075.00
170752	UNIFORM ALLOW	425.00
Check Date 8/6/2021 Total For Check # 109914		7,893.00



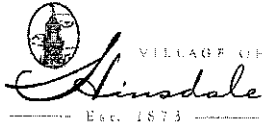
Warrant Register 1743

Invoice	Description	Invoice/Amount
ALLIED GARAGE DOOR INC		
172239	PUBLIC SERVICES AUTO SHOP-NEW LIFT MASTER	2,942.31
174573	REPLACE PHOTO EYES PS GARAGE DOOR-FLOOD	464.96
Check Date 8/6/2021 Total For Check # 109915		3,407.27
AMITA HEALTH		
062021	JUN21 HEALTH CHARGES	90.00
062021	JUN21 HEALTH CHARGES	55.00
062021	JUN21 HEALTH CHARGES	55.00
062021	JUN21 HEALTH CHARGES	85.00
062021	JUN21 HEALTH CHARGES	150.00
Check Date 8/6/2021 Total For Check # 109916		435.00
ASSOC TECHNICAL SERVICES		
34127	LEAK DETECTION	635.00
Check Date 8/6/2021 Total For Check # 109917		635.00
ATLAS BOBCAT LLC		
BS2685	FILTERS/HYD FLUID #90,#91,#92,#93	469.78
Check Date 8/6/2021 Total For Check # 109918		469.78
BALDINELLI'S PIZZA		
25259	CONT BD-114 S WASHINGTON #25259	1,500.00
071021	JUL10 BIRTHDAY PARTY REIMBURSE	804.07
Check Date 8/6/2021 Total For Check # 109919		2,304.07
BANNERVILLE USA		
30688	FALL BROCHURE POSTER	90.00
Check Date 8/6/2021 Total For Check # 109920		90.00
BATTERY SERVICE CORP		
0076890	BATTERY CHARGER-WATER DAMAGE	549.95
Check Date 8/6/2021 Total For Check # 109921		549.95
BE PREPARED		
JULY2021	JULY2021 RED CROSS	170.00
Check Date 8/6/2021 Total For Check # 109922		170.00
BEACON SSI INCORPORATED		
96291	APR21 MONTHLY FUEL SYS INSPECT	125.00
Check Date 8/6/2021 Total For Check # 109923		125.00
BRAVO SERVICES, INC		
30	JUNE21 CLEANING SVC	2,250.00
30	JUNE21 CLEANING SVC	300.00
30	JUNE21 CLEANING SVC	200.00



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Invoice	Description	Invoice/Amount
30	JUNE21 CLEANING SVC	650.00
30	JUNE21 CLEANING SVC	1,200.00
30	JUNE21 CLEANING SVC	1,250.00
Check Date 8/6/2021 Total For Check # 109924		5,850.00
BURR RIDGE PARK DISTRICT		
72021	ZOMBIE CAMP SUMMER 2021	1,100.00
Check Date 8/6/2021 Total For Check # 109925		1,100.00
BUTTREY RENTAL SERVICE IN		
301936	SEWER CAMERA RENTAL	170.00
Check Date 8/6/2021 Total For Check # 109926		170.00
CCP INDUSTRIES INC		
IN02799700	ORANGE & HI VIZ TSHIRTS	340.00
IN02799700	ORANGE & HI VIZ TSHIRTS	250.00
IN02799700	ORANGE & HI VIZ TSHIRTS	340.00
IN02799700	ORANGE & HI VIZ TSHIRTS	170.00
IN02799700	ORANGE & HI VIZ TSHIRTS	270.25
IN02799700	ORANGE & HI VIZ TSHIRTS	340.00
IN02806803	PPE SAFETY GLASSES & EAR PLUGS	85.00
IN02806803	PPE SAFETY GLASSES & EAR PLUGS	85.00
IN02806803	PPE SAFETY GLASSES & EAR PLUGS	76.79
Check Date 8/6/2021 Total For Check # 109927		1,957.04
CDW-GOVERNMENT INC.		
H181531	3 DESKTOPS & 6 MONITORS	4,004.16
Check Date 8/6/2021 Total For Check # 109928		4,004.16
CINTAS CORPORATION 769		
5067269354	2 EYE WASH STATIONS CHECKED	513.65
4089384716	MAT & TOWEL SVC	22.85
4089384716	MAT & TOWEL SVC	27.42
4089384716	MAT & TOWEL SVC	21.39
4089384716	MAT & TOWEL SVC	12.15
4089384716	MAT & TOWEL SVC	46.07
4089384716	MAT & TOWEL SVC	42.97
5067269318	PUB SVC EYE WASH STATION	277.82
1902220507	UNIFORM ALLOW	353.30
5068536536	RESTOCK MEDICAL SUPPLIES	88.66
5068877394	RESTOCK FIRST AID CABINET	87.35
4090692022	MAT & TOWEL SERVICE	22.85

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Invoice	Description	Invoice/Amount
4090692022	MAT & TOWEL SERVICE	27.42
4090692022	MAT & TOWEL SERVICE	21.39
4090692022	MAT & TOWEL SERVICE	12.15
4090692022	MAT & TOWEL SERVICE	46.07
4090692022	MAT & TOWEL SERVICE	42.97
Check Date 8/6/2021 Total For Check # 109929		1,666.48
CINTAS FIRST AID & SAFETY		
5068536524	MEDICAL CABINET RESTOCK	66.50
5068536524	MEDICAL CABINET RESTOCK	66.49
Check Date 8/6/2021 Total For Check # 109930		132.99
CITI CARDS		
JULY21	JULY21 MISCELLANEOUS CHARGES	215.99
JULY21	JULY21 MISCELLANEOUS CHARGES	581.35
JULY21	JULY21 MISCELLANEOUS CHARGES	32.24
JULY21	JULY21 MISCELLANEOUS CHARGES	70.00
JULY21	JULY21 MISCELLANEOUS CHARGES	70.00
JULY21	JULY21 MISCELLANEOUS CHARGES	44.89
Check Date 8/6/2021 Total For Check # 109931		1,014.47
CLARK BAIRD SMITH LLP		
14205	LEGAL FILE/LABOR GENERAL #12929	1,975.00
Check Date 8/6/2021 Total For Check # 109932		1,975.00
CLARKE ENVIRONMENT		
001017226	2021 MOSQUITO ABATEMENT VOB 4/20/21	13,874.00
Check Date 8/6/2021 Total For Check # 109933		13,874.00
CLEANSWEEP		
PS386289	STREET SWEEPING	1,236.25
Check Date 8/6/2021 Total For Check # 109934		1,236.25
COMED		
0015093062	57TH STREET	134.76
0075151076	ELEANOR PARK	302.64
0203017056	WARMING HOUSE/PADDLE HUT	118.63
0203065105	CHESTNUT PARKING	32.58
0381057101	CLOCK TOWER	24.77
0395122068	STREET LIGHTS	41.70
0417073048	314 SYMONDS DR	100.99
0427019145	CAMERA 989/TAFT RD	32.67
0471095066	FOUNTAIN	210.39

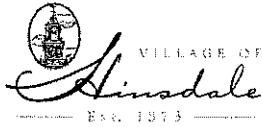
**Warrant Register 1743**

Invoice	Description	Invoice/Amount
0499147045	BURLINGTON PARK	29.43
0639032045	ROBBINS PARK	20.30
0651102260	PD CAMERA-701 E CHGO	32.60
0697168013	STREET LIGHTS	25.89
0795341007	YOUTH CENTER	14.46
0825110049	PD CAMERA-440 E OGDEN	31.32
1107024145	LANDSCAPE LIGHTS 650	25.20
1993023010	RADIO EQUIPMENT FD	97.63
2195166237	PD CAMERA-5913 S MADISON	28.78
2378029015	WASHINGTON	30.71
2425068008	VEECK PARK	575.00
3454039030	VEECK PARK-WP	428.85
6583006139	BURLINGTON PARK	90.07
7011157008	NS CBQ RR	27.78
7011378007	PIERCE PARK	645.91
7011481018	WALNUT STREET	25.74
Check Date 8/6/2021 Total For Check # 109935		3,128.80
COMED		
7093551008	KLM LODGE	1,148.54
7093551008	KLM LODGE	287.14
7261620005	SAFETY TOWN	21.01
8521083007	ROBBINS PARK	104.52
8521342001	TRAIN STATION	151.07
8521400008	WATER PLANT	36.74
8605174005	BROOK PARK	76.66
8605437007	POOL	3,514.84
8689206002	ELEANOR PARK	34.26
8689480008	STOUGH PARK	19.97
8689640004	BURNS FIELD	25.77
Check Date 8/6/2021 Total For Check # 109936		5,420.52
CORE & MAIN LP		
P097802	4" REPAIR CLAMPS	194.40
P072640	TAPPPING BRASS & REPAIR CLAMPS	939.46
P097895	METER SEALS	50.00
P114665	BRASS & TAPPING CLAMPS	2,899.73
P225905	IPERL METER TERMINAL CAPS	285.60
P223010	HYMAX WATER MAIN COUPLINGS	828.00
Check Date 8/6/2021 Total For Check # 109937		5,197.19



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Invoice	Description	Invoice/Amount
COURTNEYS SAFETY LANE		
3016467	M84 SAFETY INSPECTION	44.00
	Check Date 8/6/2021 Total For Check # 109938	44.00
CUMMINS NPOWER, LLC		
F2-3671	E84 REPAIRS	823.14
F2-88568	E84 REPAIRS	10,951.33
	Check Date 8/6/2021 Total For Check # 109939	11,774.47
DARLING INGREDIENTS, INC		
11684179	AUTO SHOP PIT CLEANING AFTER FLOOD	1,975.00
	Check Date 8/6/2021 Total For Check # 109940	1,975.00
DAVE SOLTWISCH PLUMBING		
47772610J	WATER COOLER PARTS	40.00
	Check Date 8/6/2021 Total For Check # 109941	40.00
DENZ, LARRY		
JUNE	JUNE SOFTBALL LEAGUE UMPIRE	342.00
JULY2021	JULY SOFTBALL LEAGUE UMPIRE	114.00
	Check Date 8/6/2021 Total For Check # 109942	456.00
DETECTION SYSTEMS &		
W3370	MEM HALL ELEVATOR REPAIR	240.00
W3369	FIRE PANEL REPLACEMENT-WATER PLANT	570.00
	Check Date 8/6/2021 Total For Check # 109943	810.00
DU-COMM		
17639	LANGUAGE SERVICES	10.37
17661	DISPATCHING FEES AUG 1, 2021 - OCT 31, 2021	38,840.00
17703	FACILITY LEASE/OPERATING COSTS AUG 1- OCT 31, 2021	2,593.36
17704	FACILITY LEASE	3,548.35
17662	QUARTERLY SHARES	74,645.00
	Check Date 8/6/2021 Total For Check # 109944	119,637.08
DUPAGE TOPSOIL, INC.		
052096	TOP SOIL	350.00
	Check Date 8/6/2021 Total For Check # 109945	350.00
EQUIPMENT MANAGEMENT CO.		
59376	ANNUAL INSPECTION HYDRAULIC TOOLS	1,211.00
	Check Date 8/6/2021 Total For Check # 109946	1,211.00



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Invoice	Description	Invoice/Amount
ETP LABS, INC		
21-135259	MAY21 BACTERIA SAMPLES	240.00
	Check Date 8/6/2021 Total For Check # 109947	240.00
EXPERT CHEMICAL & SUPPLY		
857399	RAIN GEAR PPE	239.65
857399	RAIN GEAR PPE	180.00
857399	RAIN GEAR PPE	180.00
857399	RAIN GEAR PPE	180.00
	Check Date 8/6/2021 Total For Check # 109948	779.65
FACTORY MOTOR PARTS CO		
50-3419267	REAL WHEEL BEARING #20	329.14
60-287851	DEF FLUID	45.12
60-287851	DEF FLUID	45.12
60-287851	DEF FLUID	45.12
60-289495	WASHER SOLVENT	27.72
60-289494	OIL FILTERS-M84 & M85 FLOOD DAMAGE	66.60
	Check Date 8/6/2021 Total For Check # 109949	558.82
FEDEX		
7-427-69749	SHIPPING MISC PACKAGES	68.22
7-427-69749	SHIPPING MISC PACKAGES	68.22
7-427-69749	SHIPPING MISC PACKAGES	48.87
	Check Date 8/6/2021 Total For Check # 109951	185.31
FIRE PROTECTION COMPANY		
523	SPRINKLER SYSTEM INSPECTIONS	515.00
523	SPRINKLER SYSTEM INSPECTIONS	257.50
523	SPRINKLER SYSTEM INSPECTIONS	257.50
	Check Date 8/6/2021 Total For Check # 109952	1,030.00
FIREHOUSE		
1311687324	FIREHOUSE PUBLICATION SUBSCRIPTION	77.95
	Check Date 8/6/2021 Total For Check # 109953	77.95
FIRESTONE STORES		
MP19033IL	#43 NEW TIRES	613.40
	Check Date 8/6/2021 Total For Check # 109954	613.40
FIRST COMMUNICATIONS, LLC		
121980746	JULY21 PHONE CHARGES	274.54
121980746	JULY21 PHONE CHARGES	94.18

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Invoice	Description	Invoice/Amount
121980746	JULY21 PHONE CHARGES	198.59
121980746	JULY21 PHONE CHARGES	54.75
121980746	JULY21 PHONE CHARGES	381.19
121980746	JULY21 PHONE CHARGES	163.36
121980746	JULY21 PHONE CHARGES	604.76
Check Date 8/6/2021 Total For Check # 109955		1,771.37
FLEET SAFETY SUPPLY		
77435	U84 PARTS	234.13
Check Date 8/6/2021 Total For Check # 109956		234.13
FOSTER COACH SALES INC		
22121	M84 PARTS	46.62
Check Date 8/6/2021 Total For Check # 109957		46.62
FREEWAY FORD TRUCK SALES		
142193	M84 REPAIRS	1,304.55
Check Date 8/6/2021 Total For Check # 109958		1,304.55
FREY, LYNN		
JUNE	JUNE SOFTBALL LEAGUE UMPIRE	95.00
JULY2021	JULY SOFTBALL LEAGUE UMPIRE	228.00
Check Date 8/6/2021 Total For Check # 109959		323.00
FULLERS SERVICE CENTER IN		
48	WEEKEND CBD GARBAGE & PARKS	1,672.00
JUNECARWASHES	CAR WASHES AND REPAIRS	657.50
Check Date 8/6/2021 Total For Check # 109960		2,329.50
FULTON SIREN SERVICES		
2018	OUTDOOR SIREN PM	1,104.70
Check Date 8/6/2021 Total For Check # 109961		1,104.70
GATEWAY SRA		
Aug 21	GATEWAY SPECIAL RECREATION ASSOCIATION MEMBER DUES PER IGA VOB 02/13	38,703.24
Check Date 8/6/2021 Total For Check # 109962		38,703.24
GOOD SAMARITAN HOSP		
2020-2021	ANNUAL EMS ADMINISTRATIVE FEES	1,230.00
Check Date 8/6/2021 Total For Check # 109963		1,230.00
GOVTEMPS USA, LLC		
3769894	TEMPORARY HR, CLERICAL, COM DEV STAFFING- VOB 2/2/2	4,775.34
Check Date 8/6/2021 Total For Check # 109964		4,775.34



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Invoice	Description	Invoice/Amount
GRAINGER, INC.		
9817251979	ROBBINS PARK HEAT	144.37
9969865105	HEAT GUN REPLACEMENT/FLOOD DAMAGE	164.87
	Check Date 8/6/2021 Total For Check # 109965	309.24
HAWKINS, INC.		
4968012	POOL CHEMICALS	541.80
4961638	POOL CHEMICALS	1,128.60
4969548	POOL CHEMTROL SENSORS	1,391.25
4972359	VEECK PARK CSO CHLORINE REFILL	704.80
4985373	POOL CHEMICALS	469.22
4979745	POOL CHEMICALS	1,022.47
4979682	POOL CHEMICALS	582.55
	Check Date 8/6/2021 Total For Check # 109966	5,840.69
HEALTH INSPECT PROF INC		
460	COOK COUNTY HEALTH INSP 4/1-6/30	772.50
	Check Date 8/6/2021 Total For Check # 109967	772.50
HILDEBRAND SPORTING GOODS		
38733	10 NAME PLATES	135.00
	Check Date 8/6/2021 Total For Check # 109968	135.00
HINSDALE NURSERIES, INC.		
1728172	SOD FOR FD	243.00
1728254	SOD & PALLET CREDIT	-56.80
	Check Date 8/6/2021 Total For Check # 109969	186.20
HOLECEK, ART		
7.6.2021	DETECTIVE UNIFORM ALLOWANCE	291.59
	Check Date 8/6/2021 Total For Check # 109970	291.59
HOME DEPOT CREDIT SERVICE		
JULY2021	JUL21 MISC HARDWARE	108.52
JULY2021	JUL21 MISC HARDWARE	44.85
JULY2021	JUL21 MISC HARDWARE	51.42
JULY2021	JUL21 MISC HARDWARE	30.78
JULY2021	JUL21 MISC HARDWARE	26.95
	Check Date 8/6/2021 Total For Check # 109971	262.52
HR GREEN INC		
144934	PAY #3/2021 CHGO WM PH2 CONST OBSERV-BOT 2/16/21	27,450.42
	Check Date 8/6/2021 Total For Check # 109972	27,450.42


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Invoice	Description	Invoice/Amount
HSA BANK		
JULY2021	EMPLOYER CONTRIB TO HSA 3RD QTR	375.00
	Check Date 8/6/2021 Total For Check # 109973	375.00
HUGHES ENVIRONMENTAL CONSULTING INC		
106	CSO OPERATOR SVC JUN21 VEECK PK	400.00
	Check Date 8/6/2021 Total For Check # 109974	400.00
I-PAC		
7.12.21	MEMBERSHIP DUES	100.00
	Check Date 8/6/2021 Total For Check # 109975	100.00
IL OFC STATE FIRE MARSHAL		
5125120154	JULY21 INSPECTION ELEVATOR	75.00
5125120154	JULY21 INSPECTION ELEVATOR	150.00
	Check Date 8/6/2021 Total For Check # 109976	225.00
ILLINOIS PHLEBOTOMY SVCS		
1362	PHLEBOTOMY SERVICES	425.00
	Check Date 8/6/2021 Total For Check # 109977	425.00
ILLINOIS TOLLWAY		
G129000004217	IPASS TOLLS 4/21-6/21	40.65
	Check Date 8/6/2021 Total For Check # 109978	40.65
IMAGE FX CORPORATION		
4923	GRAPHIS ON NEW SQUAD 42	1,082.90
5000	REFLECTIVE #40 AND SHIELD LOGO	243.90
	Check Date 8/6/2021 Total For Check # 109979	1,326.80
INDUSTRIAL ELECTRIC SUPPLY		
S100004337.001	ROBBINS PARK BATHROOMS	428.26
	Check Date 8/6/2021 Total For Check # 109980	428.26
INTERNATIONAL EXTERMINATO		
5004	PEST CONTROL SERVICE CALL	187.00
07-3082	PEST CONTROL JULY21	40.00
07-3082	PEST CONTROL JULY21	40.00
07-3082	PEST CONTROL JULY21	113.00
07-3082	PEST CONTROL JULY21	40.00
07-3082	PEST CONTROL JULY21	40.00
	Check Date 8/6/2021 Total For Check # 109981	460.00



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Invoice	Description	Invoice/Amount
JLD CONSULTING GROUP		
12119	JULY21 CONSULTING FEE	5,500.00
12118	JUNE21 CONSULTING FEE	5,500.00
	Check Date 8/6/2021 Total For Check # 109982	11,000.00
JOHNSON, SHAWN		
635458	TRANS DRAIN/FILL PLUG UNIT #28	9.93
	Check Date 8/6/2021 Total For Check # 109983	9.93
JP SIMONS & COMPANY		
0162890	9V BATTERIES	128.16
	Check Date 8/6/2021 Total For Check # 109984	128.16
JSN CONTRACTORS SUPPLY		
84505	LOCATING PAINT & MAIN BREAK GLOVES	271.20
	Check Date 8/6/2021 Total For Check # 109985	271.20
K-FIVE CONSTRUCTION CORP		
31622	HOT PATCH	396.94
31920	HOT PATCH	344.93
30954	HOT PATCH	388.73
	Check Date 8/6/2021 Total For Check # 109986	1,130.60
KAMAN FLUID POWER LLC		
j74673-001	DUMP BODY CYL FITTINGS-#5 & 22B	93.82
	Check Date 8/6/2021 Total For Check # 109987	93.82
KELLER HEARTT CO INC		
0381825-IN	5W30 OIL	215.42
0381825-IN	5W30 OIL	215.42
0381825-IN	5W30 OIL	215.41
	Check Date 8/6/2021 Total For Check # 109988	646.25
KENNA BUILDERS		
25351	STMWR BD-722 S PARK #25351	8,700.00
	Check Date 8/6/2021 Total For Check # 109989	8,700.00
KINGS LANDSCAPING CO		
26116	CONT BD-41 S BRUNER #26116	1,750.00
26282	CONT BD-731 S BRUNER #26282	500.00
26361	CONT BD-41 S BRUNER #26361	500.00
	Check Date 8/6/2021 Total For Check # 109990	2,750.00
KIPPS LAWNMOWER SALES		
498833	E85 CHAINSAW REPAIR	173.78
	Check Date 8/6/2021 Total For Check # 109991	173.78



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Invoice	Description	Invoice/Amount
KLEIN, THORPE, JENKINS LTD		
219248-219254	LEGAL FEES THRU 6/30/21	18,202.47
	Check Date 8/6/2021 Total For Check # 109992	18,202.47
KOWSKI, DENNIS		
JULY2021	JULY SOFTBALL LEAGUE UMPIRE	114.00
	Check Date 8/6/2021 Total For Check # 109993	114.00
KRAMER FOODS		
04187713	EMPLOYEE LUNCHEON DRINKS	65.97
190295	LODGE EVENT SUPPLIES	4.67
0675411	EMPLOYEE LUNCHEON	28.00
	Check Date 8/6/2021 Total For Check # 109994	98.64
KREJCI, MEL		
JUNE	SOFTBALL LEAGUE UMPIRE	77.50
JULY2021	JULY SOFTBALL LEAGUE UMPIRE	209.00
	Check Date 8/6/2021 Total For Check # 109995	286.50
KUBIS AUTO BODY INC		
037578	REPAIRS TO SQUAD 40	5,790.88
	Check Date 8/6/2021 Total For Check # 109996	5,790.88
LAKE VIEW NATURE CENTER		
JUNE2021	JUNE 2021 PROGRAMS	728.10
	Check Date 8/6/2021 Total For Check # 109997	728.10
LANGUAGE IN ACTION INC		
JUNE2021	JUNE 2021	320.00
	Check Date 8/6/2021 Total For Check # 109998	320.00
LAW ENFORCEMENT RECORDS		
7.20.21	CONFERENCE FEE	30.00
	Check Date 8/6/2021 Total For Check # 109999	30.00
LISA LOMBARDI COACHING		
50071788	THRILLS AND CHILLS 7.26	98.00
	Check Date 8/6/2021 Total For Check # 110000	98.00
LITHOPRINT, INC		
44346	DEPARTMENT FORMS	159.15
44347	DEPARTMENT FORMS	124.83
	Check Date 8/6/2021 Total For Check # 110001	283.98

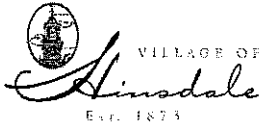


Warrant Register 1743

Invoice	Description	Invoice/Amount
LIVEVIEW GPS INC		
421274	GPS SUBSCRIPTION	251.40
	Check Date 8/6/2021 Total For Check # 110002	251.40
LORKIEWICZ, REBECCA		
JUNE2021	JUNE 2021	91.00
	Check Date 8/6/2021 Total For Check # 110003	91.00
MACQUEEN EQUIPMENT LLC		
P09896	E85 PARTS	245.86
P10400	U84 PARTS	80.32
	Check Date 8/6/2021 Total For Check # 110004	326.18
MAGIC OF GARY KANTOR		
JULY2021	JULY 2021 CLASS	84.00
	Check Date 8/6/2021 Total For Check # 110005	84.00
MANGANIELLO, JIM		
JULY2021	JULY2021 METER READS	62.50
	Check Date 8/6/2021 Total For Check # 110006	62.50
MAXS MOBILE SMALL ENGINE		
070721	REPAIR WATER TANK IN PICK-UP	100.00
	Check Date 8/6/2021 Total For Check # 110007	100.00
MENARDS		
78399	NATURE PLAYGROUND INSTALL	29.21
77891	COFFEE & TOOLS	22.34
77891	COFFEE & TOOLS	30.97
76682	TOOLS	59.96
78322	NATURE PLAYGROUND CONSTRUCTION	139.80
76666	TOOLS	139.24
76666	TOOLS	-57.96
78867	PARTS FOR CASH DRAWER FRONT COUNTER	9.78
79583	TOOLS & COFFEE	58.02
79583	TOOLS & COFFEE	25.56
	Check Date 8/6/2021 Total For Check # 110008	456.92
METROPOLITAN INDUSTRIES		
INV029246	TROUBLE SHOOT REPLACEMENT TRANSDUCERS	787.50
	Check Date 8/6/2021 Total For Check # 110009	787.50

**Warrant Register 1743**

Invoice	Description	Invoice/Amount
MIDWEST CHAPTER MODEL T FORD CLUB		
071321	MODEL T'S JULY 4TH PARADE	200.00
	Check Date 8/6/2021 Total For Check # 110010	200.00
MIDWEST GROUNDCOVERS LLC		
I673487	LANDSCAPE RESTORE	174.00
I673488	LANDSCAPE RESTORE	998.35
I673527	LANDSCAPE RESTORE	225.10
	Check Date 8/6/2021 Total For Check # 110011	1,397.45
MIDWEST TIME RECORDER		
179706	JUN21 PUB SVC TIME CLOCK MONTHLY	96.85
	Check Date 8/6/2021 Total For Check # 110012	96.85
MIKE LASLO LANDSCAPING		
26440	CONT BD-327 E 59TH ST #26440	750.00
	Check Date 8/6/2021 Total For Check # 110013	750.00
MONROE TRUCK EQUIPT CO		
333107	DUMP BODY CYLINDER SEALS KITS #5 & 22B	77.47
	Check Date 8/6/2021 Total For Check # 110014	77.47
NAPA AUTO PARTS		
6306-595226	U84 PARTS	12.58
4343-7249967	EXHAUST GASKETS/BOLTS #25	36.87
4343-7263281	TAP SOCKETS	46.49
4343-729449	OIL DRI	11.29
4343-729426	TRANE FLUID-#28	79.90
4343-729425	FILTERS FOR STOCK	18.86
4343-729425	FILTERS FOR STOCK	18.88
4343-729425	FILTERS FOR STOCK	23.58
4343-729425	FILTERS FOR STOCK	23.58
	Check Date 8/6/2021 Total For Check # 110015	272.03
NICOR GAS		
38466010006	121 SYMONDS-6/16-7/16/21	68.95
38466010006	121 SYMONDS-6/16-7/16/21	68.95
06677356575	PLATFORM TENNIS 6/17-7/19/21	182.01
13270110003	350 N VINE 6/16-7/17/21	130.17
12952110000	5905 S COUNTY LINE 6/17-7/19/21	44.48
90077900000	YOUTH CENTER 6/16-7/17/21	57.15
	Check Date 8/6/2021 Total For Check # 110016	551.71



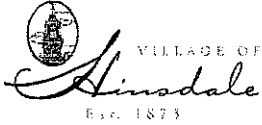
Warrant Register 1743

Invoice	Description	Invoice/Amount
NORTH EAST MULTI-REGIONAL		
287093	TRAINING COURSE	255.00
	Check Date 8/6/2021 Total For Check # 110017	255.00
NUCO2 INC		
66813563	CO2 TANK LEASE	411.89
198778	CO2 TANK LEASE	139.69
	Check Date 8/6/2021 Total For Check # 110018	551.58
AN, CHRISTY		
229871	WITHDREW FROM SOCCER CAMP	74.00
	Check Date 8/6/2021 Total For Check # 110019	74.00
ANNORENO MANAGEMENT		
25735	CONT BD-826 JUSTINA #25735	500.00
	Check Date 8/6/2021 Total For Check # 110020	500.00
BOWES, NICK		
229879	UNABLE TO FINISH SWIM LESSONS	272.00
	Check Date 8/6/2021 Total For Check # 110021	272.00
BURGSTONE, MIKE		
232915	DIVE LESSONS CANCELLED	140.00
	Check Date 8/6/2021 Total For Check # 110022	140.00
CACCHILLO, MICHELLE		
26363	CONT BD-626 N WASHINGTON #26363	750.00
	Check Date 8/6/2021 Total For Check # 110023	750.00
CARROLL, COLLEEN		
24858	KLM SECURITY DEP-EN200718 #24858	500.00
	Check Date 8/6/2021 Total For Check # 110024	500.00
COBB, SUSAN		
231332	WITHDREW FROM ZOMBIE CAMP	130.00
	Check Date 8/6/2021 Total For Check # 110025	130.00
COLE, DANIEL & KATHRYN		
26376	CONT BD-24 S PARK #26376	500.00
	Check Date 8/6/2021 Total For Check # 110026	500.00
DEE, SUSAN		
224386	CANCELLED POOL MEMBERSHIP	290.00
	Check Date 8/6/2021 Total For Check # 110027	290.00



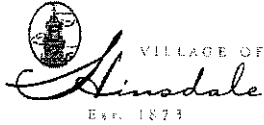
Warrant Register 1743

Invoice	Description	Invoice/Amount
ELLIS, CHRISTINA		
231021	DIVE LESSONS CANCELLED	122.00
	Check Date 8/6/2021 Total For Check # 110028	122.00
EMMONS, LAWRENCE E		
26460	CONT BD-216 N GARFIELD #26460	500.00
	Check Date 8/6/2021 Total For Check # 110029	500.00
ENTSMINGER, AMY		
228920	WITHDREW FROM DIVE LESSONS	70.00
	Check Date 8/6/2021 Total For Check # 110030	70.00
ENTSMINGER, DANIEL		
26388	CONT BD-223 S MONROE #26388	500.00
	Check Date 8/6/2021 Total For Check # 110031	500.00
GAJEWSKI, DAVID		
229400	PROGRAM CANCELLED - LOW ENROLLMENT	42.00
	Check Date 8/6/2021 Total For Check # 110032	42.00
GAYNOR, BRIAN		
23132	WITHDREW FROM ZOMBIE CAMP	130.00
	Check Date 8/6/2021 Total For Check # 110033	130.00
GEIDT, CHRISTINA		
229824	WITHDREW FROM SPORTS CAMPS	144.00
	Check Date 8/6/2021 Total For Check # 110034	144.00
GILMORE, SHANNON		
232573	WITHDREW FROM ZOMBIE CAMP	130.00
	Check Date 8/6/2021 Total For Check # 110035	130.00
GO PERMITS LLC		
26036	CONT BD-416 JUSTINA #26036	800.00
	Check Date 8/6/2021 Total For Check # 110036	800.00
HAMELKA, HAZEL		
230846	DIVE LESSONS CANCELLED	42.50
	Check Date 8/6/2021 Total For Check # 110037	42.50
HANN, MARY		
229423	REFUND PICNIC FEES	100.00
	Check Date 8/6/2021 Total For Check # 110038	100.00



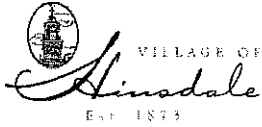
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Invoice	Description	Invoice/Amount
HELMS, WENDY		
229197	SPANISH FOR KIDS CANCELLED	67.00
	Check Date 8/6/2021 Total For Check # 110039	67.00
IVANELLI, AMANDA		
230697	WITHDREW FROM LACROSSE	390.00
	Check Date 8/6/2021 Total For Check # 110040	390.00
JOSHI, ANISHA		
229160	WITHDREW FROM KID/TOT ROCK	50.00
	Check Date 8/6/2021 Total For Check # 110041	50.00
KASTNER, TOM		
227228	DIVE LESSON REFUND	210.00
	Check Date 8/6/2021 Total For Check # 110042	210.00
KASTNER, TOM		
227467	DIVE REFUND	17.50
	Check Date 8/6/2021 Total For Check # 110043	17.50
KASTNER, TOM		
229161	PROGRAM REFUNDS	55.00
229161	PROGRAM REFUNDS	17.50
	Check Date 8/6/2021 Total For Check # 110044	72.50
KINSLEY, JONATHAN D.		
26332	CONT BD-419 WARREN TER #26332	500.00
	Check Date 8/6/2021 Total For Check # 110045	500.00
KNAPP, MONICA		
229159	WITHDREW FROM ROBLOX GAME BUILDER	234.20
	Check Date 8/6/2021 Total For Check # 110046	234.20
KOWSKI, DENNIS		
JUNE	JUNE SOFTBALL LEAGUE UMPIRE	76.00
	Check Date 8/6/2021 Total For Check # 110047	76.00
KUSAK, PAUL & LISA		
24974	STMWR BD-529 W NORTH #24974	11,800.00
	Check Date 8/6/2021 Total For Check # 110048	11,800.00
M&R TILE AND REMODELING		
26227	CONT BD-5614 S ELM #26227	2,750.00
	Check Date 8/6/2021 Total For Check # 110049	2,750.00



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Invoice	Description	Invoice/Amount
MACALUSO, DANA		
232806	WITHDREW FROM SWIM CAMPS	28.75
232806	WITHDREW FROM SWIM CAMPS	90.00
	Check Date 8/6/2021 Total For Check # 110050	118.75
MACH 1, INC		
26066	CONT BD-2 S THURLOW #26066	1,000.00
	Check Date 8/6/2021 Total For Check # 110051	1,000.00
MALIK, RABIA		
232995	DIVE LESSONS CANCELLED	148.00
	Check Date 8/6/2021 Total For Check # 110052	148.00
MCKIERNAN, THOMAS		
230550	WITHDREW FROM PRE-K MULTI-SPORT CAMP	106.00
	Check Date 8/6/2021 Total For Check # 110053	106.00
MENZA, ROCCO		
231371	WITHDREW FROM OLYMPICS CAMP	140.00
	Check Date 8/6/2021 Total For Check # 110054	140.00
MUELLERMIST SERVICE CORP		
110486	SPRINKLER REPAIR	115.00
	Check Date 8/6/2021 Total For Check # 110055	115.00
MURPHY CONSTRUCTION		
25793	CONT BD-1203 OLD MILL RD #25793	500.00
	Check Date 8/6/2021 Total For Check # 110056	500.00
OAKWOOD ELECTRIC		
26162	CONT BD-224 S BRUNER #26162	500.00
	Check Date 8/6/2021 Total For Check # 110057	500.00
OJIAKO, CHIGO		
324232	REFUND CITATION-VOIDED	25.00
	Check Date 8/6/2021 Total For Check # 110058	25.00
OLSON, CANDICE		
22730	WITHDREW FROM LIL BUGGERS CAMP	39.00
	Check Date 8/6/2021 Total For Check # 110059	39.00
PANFIL, MEAGHAN		
230961	DIVE LESSONS CANCELLED	74.00
	Check Date 8/6/2021 Total For Check # 110060	74.00



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Invoice	Description	Invoice/Amount
PIENING, KATHRYN		
230836	WITHDREW FROM SWIM LESSONS	108.00
	Check Date 8/6/2021 Total For Check # 110061	108.00
QUALITY CONSTRUCTION SERVICES		
26385	CONT BD-919 S COUNTY LINE #26385	500.00
	Check Date 8/6/2021 Total For Check # 110062	500.00
SCHUELER, KELLEY C		
26088	ST MGMT-108 N GARFIELD #26088	3,000.00
	Check Date 8/6/2021 Total For Check # 110063	3,000.00
SHAKIR, NASEEM		
230962	DIVE LESSONS CANCELLED	85.00
	Check Date 8/6/2021 Total For Check # 110064	85.00
SKUL, ALLISON		
24864	KLM SECURITY DEP-EN210717 #24864	500.00
	Check Date 8/6/2021 Total For Check # 110065	500.00
SMAWLEY, FEI		
229206	WITHDREW FROM DIVE LESSONS	280.00
	Check Date 8/6/2021 Total For Check # 110066	280.00
SPARKS, JILL		
224407	WITHDREW FROM KARATE	122.00
	Check Date 8/6/2021 Total For Check # 110067	122.00
SURGEST, MELISSA		
26645	KLM SECURITY DEP-EN200926 #26645	450.00
	Check Date 8/6/2021 Total For Check # 110068	450.00
SZOPINSKI, MICHAEL		
25923	KLM SECURITY DEP-EN210718 #25923	250.00
	Check Date 8/6/2021 Total For Check # 110069	250.00
TOBIN, MELINDA		
231046	DIVE LESSONS CANCELLED	74.00
	Check Date 8/6/2021 Total For Check # 110070	74.00
VELAMATI, RAGHU		
25212	STMWR BD-321 E SEVENTH #25212	13,387.00
	Check Date 8/6/2021 Total For Check # 110071	13,387.00



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Invoice	Description	Invoice/Amount
WILKEN BYERS, HEATHER		
26077	CONT BD-608 S MADISION #26077	500.00
	Check Date 8/6/2021 Total For Check # 110072	500.00
WILLIAMS, JOANNA		
26344	CONT BD-217 N CLAY #26344	500.00
	Check Date 8/6/2021 Total For Check # 110073	500.00
WITTOSCH, SARAH		
229437	CANCELLED TENNIS LESSONS	150.00
	Check Date 8/6/2021 Total For Check # 110074	150.00
ONSOLVE INTERMEDIATE		
15169160	CODE RED SUBSCRIPTION	6,922.50
	Check Date 8/6/2021 Total For Check # 110075	6,922.50
ORACLE AMERICA INC		
8609767	RENEWAL 8/8/21-8/7/22	187.39
	Check Date 8/6/2021 Total For Check # 110076	187.39
OTT HYDROMET CORP		
ACR/10036759	CSO SIGNAL ANNUAL FEE	240.00
	Check Date 8/6/2021 Total For Check # 110077	240.00
PERSONNEL STRATEGIES LLC		
6.28.21	PSYCH ASSESSMENT PD	600.00
	Check Date 8/6/2021 Total For Check # 110078	600.00
PHENEGAR, WES		
071421	UNIFORM ALLOW	191.22
	Check Date 8/6/2021 Total For Check # 110079	191.22
PLAQUES PLUS		
G0602-43	BENCH DONATION PLAQUE	117.88
G0629-91	BENCH PLAQUE	282.72
	Check Date 8/6/2021 Total For Check # 110080	400.60
POMPS TIRE SERVICE, INC.		
280121622	#8 TIRE REPAIR	479.10
	Check Date 8/6/2021 Total For Check # 110081	479.10
POWER DMS INC		
INV-8940	ANNUAL SUBSCRIPTION FEE	1,575.11
	Check Date 8/6/2021 Total For Check # 110082	1,575.11



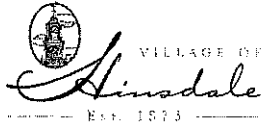
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Invoice	Description	Invoice/Amount
PRAXAIR DISTRIBUTION, INC		
64298188	POOL CHEMICALS	133.08
	Check Date 8/6/2021 Total For Check # 110083	133.08
PREMIER OCCUPATIONAL HLTH		
102132	RANDOM DRUG TESTING 6/18/21	200.00
	Check Date 8/6/2021 Total For Check # 110084	200.00
PUBLIC SAFETY CENTER INC		
6004255	GLOVES	336.80
	Check Date 8/6/2021 Total For Check # 110085	336.80
QUADIENT INC		
58593950	METER MAINT & RENTAL 8/13-11/12/21	249.02
58593950	METER MAINT & RENTAL 8/13-11/12/21	111.88
	Check Date 8/6/2021 Total For Check # 110086	360.90
RAINOUT LINE		
2375	YEAR SVC FOR FIELD RAIN OUT LINE	399.00
	Check Date 8/6/2021 Total For Check # 110087	399.00
RAY O'HERRON CO INC		
2124871-IN	UNIFORMS	199.96
2123363-IN	UNIFORM ALLOWANCE	61.90
2126910-IN	UNIFORM ALLOWANCE	68.49
2128741-IN	UNIFORM ALLOWANCE	61.90
	Check Date 8/6/2021 Total For Check # 110088	392.25
RAY OHERRON CO INC		
2126583-IN	SUPPLIES	131.88
2126583-IN	SUPPLIES	90.94
	Check Date 8/6/2021 Total For Check # 110089	222.82
RED DEVIL TENNIS CAMP CO		
2021TENNIS	SUMMER JUNE 2021	2,336.00
	Check Date 8/6/2021 Total For Check # 110090	2,336.00
RED WING BUSINESS ADVANTA		
20210710019991	UNIFORM ALLOW	364.97
20210710019991	UNIFORM ALLOW	211.49
20210729040764	UNIFORM ALLOW	127.59
	Check Date 8/6/2021 Total For Check # 110091	704.05



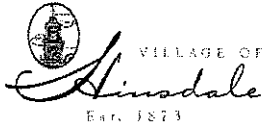
Warrant Register 1743

Invoice	Description	Invoice/Amount
REPUBLIC SERVICES #551		
0551-015190520	PS SVC ROLL OFF EXTRA TONNAGE	271.44
0551-015173402	PS SVC ROLL OFF EXTRA TONNAGE	90.44
Check Date 8/6/2021 Total For Check # 110092		361.88
RESOURCE MANAGEMENT ASSOC		
21046	FIRE OFFICER PROMOTIONAL TESTING	12,147.11
Check Date 8/6/2021 Total For Check # 110093		12,147.11
ROCK, RICK		
JUNE	JUNE SOFTBALL LEAGUE UMPIRE	76.00
JULY2021	JULY SOFTBALL LEAGUE UMPIRE	152.00
Check Date 8/6/2021 Total For Check # 110094		228.00
SAFETY-KLEEN SYSTEMS, INC		
86385706	PARTS WASHER/WASTE FILTERS	179.31
Check Date 8/6/2021 Total For Check # 110095		179.31
SCHABERG, PATRICK		
070821	PARAMEDIC LICENSE RENEWAL FEE	41.00
Check Date 8/6/2021 Total For Check # 110096		41.00
SCHOOL OF ROCK HINSDALE		
JUNE2021	JUNE 2021	636.80
Check Date 8/6/2021 Total For Check # 110097		636.80
SCOTT STOMPER		
72	FALL 2021 BROCHURE DESIGN	1,500.00
Check Date 8/6/2021 Total For Check # 110098		1,500.00
SEMMER LANDSCAPE		
JUNE2021	MOWING/RAIN GARDENS/PARKS/POOL	6,547.00
JUNE2021	MOWING/RAIN GARDENS/PARKS/POOL	9,437.00
Check Date 8/6/2021 Total For Check # 110099		15,984.00
SENDRA SERVICES CORP		
18349	SVC/REPAIR BRUSH HILL FANS/LIGHTS	897.25
Check Date 8/6/2021 Total For Check # 110100		897.25
SENTINEL EMERGENCY SOLUTIONS		
2319	T84 OIL	68.42
Check Date 8/6/2021 Total For Check # 110101		68.42
SHERWIN WILLIAM-WESTMONT		
4525-9	LINE STRIPE MACHINE	280.58
Check Date 8/6/2021 Total For Check # 110102		280.58



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Invoice	Description	Invoice/Amount
SIKICH, LLP		
519618	AUDIT BILLING THRU 12/31/21	2,831.00
	Check Date 8/6/2021 Total For Check # 110103	2,831.00
SPORTSKIDS INC		
173917	SUMMER INVOICE 1	1,726.98
	Check Date 8/6/2021 Total For Check # 110104	1,726.98
STICKY FINGERS COOKING		
270	FARM TO TABLE	416.00
276	STEAM COOKING 7.19	520.00
	Check Date 8/6/2021 Total For Check # 110105	936.00
STRATEGIA CONSULTING LLC		
1348	LEGAL FEES-5G SUMMARY	1,168.75
	Check Date 8/6/2021 Total For Check # 110106	1,168.75
SUBURBAN DOOR CHECK		
IN538452	LOCK REPAIR-BROOKS PARK	138.00
	Check Date 8/6/2021 Total For Check # 110107	138.00
SUNBELT RENTALS		
114438621-0001	LODGE GENERATOR RENTAL	398.80
593312	EVENT GENERATOR	399.50
	Check Date 8/6/2021 Total For Check # 110108	798.30
TAMELING INDUSTRIES		
0155964-IN	MULCH FOR CBD BED VILLAGE LOT	106.00
	Check Date 8/6/2021 Total For Check # 110109	106.00
TELCOM INNOVATIONS GROUP		
A57195	PHONE RING TREE ISSUES	260.00
A57194	PHONE RING TREE ISSUES	105.00
	Check Date 8/6/2021 Total For Check # 110110	365.00
THE BLUE LINE		
41790	FIRE DEPARTMENT RECRUITMENT LISTING	298.00
	Check Date 8/6/2021 Total For Check # 110111	298.00
THE HINSDALEAN		
36937	SHOP LOCAL ADS	695.00
36995	JULY 4 AD	380.00
8889	LEGAL-PEST MGMT REVIEW	117.00
9636	#A-12-2021	361.20
	Check Date 8/6/2021 Total For Check # 110112	1,553.20



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Invoice	Description	Invoice/Amount
THE LAW OFFICES OF AARON H. REINKE		
H-7-22-2021	ADMIN HEARINGS-TOWINGS	150.00
	Check Date 8/6/2021 Total For Check # 110113	150.00
THE MARPA GROUP INC		
60030445	TRAINING COURSE	140.00
	Check Date 8/6/2021 Total For Check # 110114	140.00
THE STEVENS GROUP		
0115506	CONTRACTOR RECEIPT BOOKS	708.34
0115502	#10 WINDOW ENVELOPES	746.12
	Check Date 8/6/2021 Total For Check # 110115	1,454.46
THIRD MILLENIUM		
26490	UTILITY BILLING/INSERTS/UTILITY CHANGES	1,108.78
26490	UTILITY BILLING/INSERTS/UTILITY CHANGES	105.46
26490	UTILITY BILLING/INSERTS/UTILITY CHANGES	1.02
26490	UTILITY BILLING/INSERTS/UTILITY CHANGES	398.73
26490	UTILITY BILLING/INSERTS/UTILITY CHANGES	1,742.50
26490	UTILITY BILLING/INSERTS/UTILITY CHANGES	495.00
	Check Date 8/6/2021 Total For Check # 110116	3,851.49
THOMPSON ELEVATOR INSPEC		
21-1721	3RD PARTY ELEVATOR INSP/RVW	100.00
	Check Date 8/6/2021 Total For Check # 110117	100.00
THOMSON REUTERS WEST		
844608400	CLEAR SUBSCRIPTION	226.67
	Check Date 8/6/2021 Total For Check # 110118	226.67
TOSHIBA FINANCIAL SERVICE		
448595934	ADMIN LEASE COPIER SC1HJ17548	275.00
449031962	COPIER LEASE JULY21	269.12
449031962	COPIER LEASE JULY21	269.12
449031962	COPIER LEASE JULY21	269.12
449031962	COPIER LEASE JULY21	269.12
	Check Date 8/6/2021 Total For Check # 110119	1,351.48
TRAFFIC CONTROL & PROTECT		
106647	PORTABLE CROSSWALK PARTS	160.05
105805	VINYL LETTERS/BOLTS	406.75
105804	STREET NAME SIGNS PARTS	636.00
	Check Date 8/6/2021 Total For Check # 110120	1,202.80



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Invoice	Description	Invoice/Amount
TRANE		
10326189	HVAC SERVICE	5.16
10326148	HVAC SVC AT VILLAGE HALL	56.16
10326079	HVAC SERVICE	33.72
10326079	HVAC SERVICE	33.72
Check Date 8/6/2021 Total For Check # 110121		128.76
TREE TOWNS IMAGING		
293722	UPDATED VILLAGE ZONING MAPS/FOAMCOR BOARDS	220.80
Check Date 8/6/2021 Total For Check # 110122		220.80
TRESSLER, LLP		
428425	PROF FEES THRU 3/31/21 FILE #011269-00002	4,917.00
431940	PROF FEES THRU 6/30/21 FILE #011269-00002	5,496.00
Check Date 8/6/2021 Total For Check # 110123		10,413.00
TRUSTWORTHY CLEANING		
29	MAY LODGE CLEANINGS	2,525.00
Check Date 8/6/2021 Total For Check # 110124		2,525.00
UNCLE BUBS		
UB21823	LODGE EVENT SUPPLIES	85.24
Check Date 8/6/2021 Total For Check # 110125		85.24
US WATERPROOFING & CONSTR		
26401	CONT BD-14 S ELM #26401	500.00
Check Date 8/6/2021 Total For Check # 110126		500.00
USA BLUE BOOK		
653498	CHEM TESTING PACKETS	407.42
Check Date 8/6/2021 Total For Check # 110127		407.42
VANNORSDEL, DAVID		
JUL-21	ERP PROJECT MANAGEMENT VOB 2/2/21	8,000.00
JUL-21	ERP PROJECT MANAGEMENT VOB 2/2/21	4,000.00
Check Date 8/6/2021 Total For Check # 110128		12,000.00
VECTOR SOLUTIONS		
inv28394	ANNUAL SUBSCRIPTION FEE	2,686.75
Check Date 8/6/2021 Total For Check # 110129		2,686.75
VERIZON WIRELESS		
9882618332	DATA USAGE MAY 24 - JUN 23	50.04
9882618332	DATA USAGE MAY 24 - JUN 23	38.01
9882927659	MONTHLY DATA USAGE MAY 29 - JUN 28	527.19

**Warrant Register 1743**

Invoice	Description	Invoice/Amount
9882927659	MONTHLY DATA USAGE MAY 29 - JUN 28	264.53
9882927659	MONTHLY DATA USAGE MAY 29 - JUN 28	125.93
Check Date 8/6/2021 Total For Check # 110130		1,005.70
VILLAGE TRUE VALUE HDWE		
244582	WATER COOLER INSTALLATION PARTS	13.52
Check Date 8/6/2021 Total For Check # 110131		13.52
VOSS SIGNS		
S-245521	NO PARKING SIGNS	191.00
Check Date 8/6/2021 Total For Check # 110132		191.00
VULCAN CONST MATERIALS LL		
32621801	RIP RAP	219.10
32691503	CA-6 STONE	829.31
Check Date 8/6/2021 Total For Check # 110133		1,048.41
WAREHOUSE DIRECT INC		
4985181-0	JANITORIAL SUPPLIES	280.70
4991547-0	OFFICE SUPPLIES	165.63
4991761-0	OFFICE SUPPLIES-TONER	34.49
C4941220-0	RETURN FILE JACKETS	-87.72
4951821-1	OFFICE SUPPLIES-FILE JACKETS	212.16
4996066-0	OFFICE SUPPLIES-ENVELOPES	87.48
4998408-0	POOL JANITORIAL SUPPLIES	347.01
50035118-0	OFFICE SUPPLIES	6.32
50035118-0	OFFICE SUPPLIES	31.81
4999472-0	POOL JANITORIAL SUPPLIES	46.99
5004647-0	OFFICE SUPPLIES	69.13
4998415-0	JANITORIAL SUPPLIES	490.52
5003420-0	JANITORIAL PUB SVCS	216.30
5002218-0	JANITORIAL VILLAGE HALL	61.58
5009892-0	LODGE EVENT SUPPLIES	45.49
5008584-0	LODGE JANITORIAL SUPPLIES	74.13
5014863-0	LODGE EVENT SUPPLIES	88.98
Check Date 8/6/2021 Total For Check # 110134		2,171.00
WARREN OIL COMPANY		
W1400495	DIESEL FUEL 4/29-6/30/21	2,285.21
W1400495	DIESEL FUEL 4/29-6/30/21	547.62
W1400495	DIESEL FUEL 4/29-6/30/21	824.31
W1400495	DIESEL FUEL 4/29-6/30/21	225.06


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Invoice	Description	Invoice/Amount
	Check Date 8/6/2021 Total For Check # 110135	3,882.20
WATCHGUARD, INC		
ACCINV0030801	CABLE FOR IN CAR CAMERA	34.80
4BOINV0007564	BODYCAM SOFTWARE	14,640.00
	Check Date 8/6/2021 Total For Check # 110136	14,674.80
WEX HEALTH INC		
0001368813-IN	JUNE21 FSA	12.75
0001368813-IN	JUNE21 FSA	25.50
0001368813-IN	JUNE21 FSA	21.25
0001368813-IN	JUNE21 FSA	4.25
0001368813-IN	JUNE21 FSA	4.25
0001368813-IN	JUNE21 FSA	12.75
	Check Date 8/6/2021 Total For Check # 110137	80.75
WILLOWBROOK FORD INC		
6353063	REPAIR AC IN 25	1,077.58
5152076	UNIT #2 SHIELD	51.14
	Check Date 8/6/2021 Total For Check # 110138	1,128.72
WINDY CITY NINJAS		
JUNE2021	JUNE 2021	1,440.00
	Check Date 8/6/2021 Total For Check # 110139	1,440.00
WU MASTER LLC		
SUMMER2021	SUMMER REGISTRATIONS	2,300.00
	Check Date 8/6/2021 Total For Check # 110140	2,300.00
BUILDERS PAVING LLC		
2100602	PAY #2 2021 MAINTENANCE PROJ-BOT 3/2/21	388,254.81
	Check Date 8/6/2021 Total For Check # 110141	388,254.81
CALL ONE		
428867	PHONE CHARGES 7/15-8/14/21	309.41
428867	PHONE CHARGES 7/15-8/14/21	180.07
428867	PHONE CHARGES 7/15-8/14/21	229.23
428867	PHONE CHARGES 7/15-8/14/21	151.97
428867	PHONE CHARGES 7/15-8/14/21	157.19
428867	PHONE CHARGES 7/15-8/14/21	136.27
	Check Date 8/6/2021 Total For Check # 110142	1,164.14
CLEANSWEEP		
PS379410	STREET SWEEPING	8,865.00
	Check Date 8/6/2021 Total For Check # 110143	8,865.00



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Invoice	Description	Invoice/Amount
DAVE SOLTWISCH PLUMBING		
47772590J	INTERIOR PLUMBING WORK	1,644.00
	Check Date 8/6/2021 Total For Check # 110144	1,644.00
EAST AVE LACROSSE		
HINSDALE PD- JUNE21	JUNE21 CAMP	1,800.01
	Check Date 8/6/2021 Total For Check # 110145	1,800.01
HAGG PRESS		
113536	PRINTING 2020 CONSUMER CONFIDENCE REP	2,234.00
	Check Date 8/6/2021 Total For Check # 110146	2,234.00
HINSDALE NURSERIES, INC.		
26305	CONT BD-611 E THIRD #26305	1,260.00
	Check Date 8/6/2021 Total For Check # 110147	1,260.00
HR GREEN INC		
141267	PAY #14 2020 INFRAS DESIGN BOT 8/6/19	1,768.00
	Check Date 8/6/2021 Total For Check # 110148	1,768.00
JOHN NERI CONSTRUCTION IN		
PAY #4	PAY #4-2021 CHICAGO WM PROJ PH2 BOT 2/16/21	401,617.27
	Check Date 8/6/2021 Total For Check # 110149	401,617.27
JULIE INC		
2021-0758	JULIE MEMBERSHIP	3,382.93
	Check Date 8/6/2021 Total For Check # 110150	3,382.93
LAUTERBACH & AMEN, LLP		
56449	ACCOUNTING SERVICES VOB 2/2/21	6,933.33
	Check Date 8/6/2021 Total For Check # 110151	6,933.33
MCNAUGHTON DEVELOPMENT		
26961	STMWR BD-412 WARREN TER #26961	14,000.00
	Check Date 8/6/2021 Total For Check # 110152	14,000.00
731 S VINE LLC		
24941	STMWR BD-731 S VINE #24941	7,400.00
	Check Date 8/6/2021 Total For Check # 110153	7,400.00
AZCO BUILDERS		
25581	CONT BD-233 N ELM #25581	10,000.00
	Check Date 8/6/2021 Total For Check # 110154	10,000.00



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Invoice	Description	Invoice/Amount
DANZINGER, KENNETH		
26133	CONT BD-233 N ELM-TEMP #26133	10,923.38
	Check Date 8/6/2021 Total For Check # 110155	10,923.38
HANLEY, KATHLEEN		
25400	STMWR BD-332 E CHICAGO #25400	5,600.00
	Check Date 8/6/2021 Total For Check # 110156	5,600.00
MERCURIO, K. J.		
26229	CONT BD-509 N ELM #26229	2,500.00
	Check Date 8/6/2021 Total For Check # 110157	2,500.00
REGNERY, KERSTIN		
26947	STMWR BD-206 N MONROE #26947	11,700.00
	Check Date 8/6/2021 Total For Check # 110158	11,700.00
SMAJKIC, AMER		
26246	CONT BD-932 S BODIN-PATIO #26246	1,700.00
	Check Date 8/6/2021 Total For Check # 110159	1,700.00
WEAVER-DANZINGER, KRISTEN		
25579	ST MGMT-233 N ELM #25579	3,000.00
	Check Date 8/6/2021 Total For Check # 110160	3,000.00
WHITNEY SIGNATURE		
25340	STMWR BD-234 S QUINCY #25340	9,600.00
	Check Date 8/6/2021 Total For Check # 110161	9,600.00
RAINBOW FARMS ENTERPRISES		
72367	STREET SWEEPING HAULING	1,000.00
	Check Date 8/6/2021 Total For Check # 110162	1,000.00
REMPE-SHARPE & ASSOCIATES INC		
28024	PAY #2 2021 8TH ST RECONSTRUCT BOT 11/17/20	37,673.38
28025	PAY #6 S GARFIELD RECONSTRUCT BOT 7/13/21	2,951.65
	Check Date 8/6/2021 Total For Check # 110163	40,625.03
ROBERT KINNUCAN TREE EXPERTS &		
382090	ELM TREE TREATMENTS VOB 3/2/21	80,613.78
	Check Date 8/6/2021 Total For Check # 110164	80,613.78
STEVE PIPER & SONS		
17822	TREE MAINTENANCE SERVICES 1 YR BID #1675 VOB 2/16/	6,395.50
	Check Date 8/6/2021 Total For Check # 110165	6,395.50



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Invoice	Description	Invoice/Amount
TPI BLDG CODE CONSULTANT		
202106	3RD PARTY PLUMBING INSP JUNE2021	1,700.00
202106	3RD PARTY PLUMBING INSP JUNE2021	746.00
	Check Date 8/6/2021 Total For Check # 110166	2,446.00
AFLAC-FLEXONE		
11913	Payroll Run 1 - Warrant PR2116	856.48
	Check Date 8/6/2021 Total For Check # 110167	856.48
COLONIAL LIFE PROPROCESSING		
11909	Payroll Run 1 - Warrant PR2116	92.36
	Check Date 8/6/2021 Total For Check # 110168	92.36
ILLINOIS FRATERNAL ORDER		
11911	Payroll Run 1 - Warrant PR2116	816.00
	Check Date 8/6/2021 Total For Check # 110169	816.00
NATIONWIDE RETIREMENT SOL		
11912	Payroll Run 1 - Warrant PR2116	200.00
	Check Date 8/6/2021 Total For Check # 110170	200.00
NATIONWIDE TRUST CO FSB		
11914	Payroll Run 1 - Warrant PR2116	3,506.89
	Check Date 8/6/2021 Total For Check # 110171	3,506.89
NCPERS GRP LIFE INS#3105		
11910	Payroll Run 1 - Warrant PR2116	224.00
	Check Date 8/6/2021 Total For Check # 110172	224.00
STATE DISBURSEMENT UNIT		
11915	Payroll Run 1 - Warrant PR2116	230.77
	Check Date 8/6/2021 Total For Check # 110173	230.77
	Total For ALL Checks	2,328,150.33



Warrant Summary by Fund:

RECAP BY FUND	FUND NUMBER	FUND TOTAL
GENERAL FUND	100	610,265.00
CAPITAL PROJECTS FUND	400	608,472.14
WATER & SEWER OPERATIONS FUND	600	532,230.24
WATER & SEWER CAPITAL FUND	620	426,096.74
ESCROW FUND	720	140,370.38
PAYROLL REVOLVING FUND	740	10,703.08
LIBRARY OPERATIONS	900	12.75
	TOTALS:	2,328,150.33

END OF REPORT

Administration

AGENDA SECTION: Consent Agenda – ACA

SUBJECT: Correct language in the Village code regarding Committee of the Whole meetings to reflect policy and practice

MEETING DATE: August 10 2021

FROM: Christine Bruton, Village Clerk

Recommended Motion

Approve an Ordinance Amending Various Sections of the Village Code of Hinsdale Relative to the Committee of the Whole

Background

In December 2014, discussion began regarding the Village Board of Trustees meeting schedule. Until that time, the Board held three monthly standing committee meetings; Administration & Committee Affairs, Environment & Public Services, and Zoning & Public Safety. On January 20, 2015, the Board approved Ordinance No. O2015-01 that revised the code with respect to the standing committees, and formally adopted meeting policies and procedures. Regarding Committee of the Whole meetings, this policy states the Village President would not participate, and the meetings will be chaired by the Trustee assigned as chairperson of the standing committee that is relative to the business of the meeting.

Discussion & Recommendation

Since these approvals, staff has become aware that Section 1-6-3 of the municipal code states the following: 'The village president shall be the presiding officer of all regular and special meetings of the board of trustees **and at all times when the board meets as a committee of the whole**'. The proposed ordinance will remove the highlighted language from the municipal code that conflicts with policy and practice. Additionally, a new subsection D that will further clarify policy for the Committee of the Whole will be added that will read as follows:

D. Committee of the Whole: the committee of the whole is comprised of the board of trustees, absent the village president. The committee of the whole shall meet on an as-needed basis.

The Village Manager confirmed with the Village attorney that there are no issues with previous meetings as a result of this conflict between policy and code. Staff recommends Board approval of the proposed ordinance.

Budget Impact

N/A

Village Board and/or Committee Action

Following discussion at their meeting of July 13, 2021, the Board agreed to move this item to the Consent Agenda of their next meeting.

Documents Attached

1. Draft Ordinance

VILLAGE OF HINSDALE

ORDINANCE NO. _____

AN ORDINANCE AMENDING VARIOUS SECTIONS OF THE VILLAGE CODE OF HINSDALE RELATIVE TO THE COMMITTEE OF THE WHOLE

WHEREAS, the President and Board of Trustees of the Village of Hinsdale ("Village") have previously adopted certain meeting policies and procedures, which, among other things, memorialize certain information regarding the composition of the Committee of the Whole; and

WHEREAS, the President and Board of Trustees of the Village now desire to amend the Village Code of Hinsdale to reflect the composition of the Committee of the Whole (the "Code Amendments"); and

WHEREAS, the President and Board of Trustees of the Village find that it is in the best interests of the residents, the property owners and the businesses of the Village to enact the Code Amendments as set forth below.

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 Section 1 of this Ordinance by this reference.

SECTION 2: Title 1 (Administration), Chapter 6 (Village Board of Trustees), Section 3 (President of the Board; Vote), is hereby amended to read in its entirety as follows:

1-6-3: PRESIDENT OF THE BOARD; VOTE:

The village president shall be the presiding officer of all regular and special meetings of the board of trustees ~~and at all times when the board meets as a committee of the whole.~~

The village president shall not vote on any ordinance, resolution or motion, except: a) where the vote of the trustees has resulted in a tie; b) where one-half (1/2) of the trustees have voted in favor of an ordinance, resolution or motion even though there is no tie vote; or c) where a vote greater than a majority of the corporate authorities is required by the Illinois municipal code to adopt an ordinance, resolution or motion. Nothing in this section shall deprive an acting president, chairman pro tem or a president pro tem from voting in his capacity as trustee. (Ord., 12-7-1982)

SECTION 3: Title 1 (Administration), Chapter 6 (Village Board of Trustees), Section 4 (Committees of the Board), is hereby amended to add a new subsection D., to read in its entirety as follows:

D. Committee of the Whole: the committee of the whole is comprised of the board of trustees, absent the village president. The committee of the whole shall meet on an as-needed basis.

SECTION 4: 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 5: 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.

PASSED this ____ day of _____, 2021.

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

Public Services & Engineering

AGENDA SECTION: Consent Agenda – EPS
SUBJECT: Chicago Avenue Water Main Resurfacing Project – Construction Observation Contract
MEETING DATE: August 10, 2021
FROM: Dan Deeter, PE Village Engineer

Recommended Motion

Award the contract for engineering services for construction observation of the Chicago Avenue Resurfacing Project to HR Green, Inc. in the amount not to exceed \$103,888.

Background

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

Discussion & Recommendation

The 2021 budget and bid costs for the project are listed below:

	Budget	Bid Costs
Construction (Builder's Asphalt)	\$ 930,000	\$ 812,000
Construction Observation	\$ 103,300	\$ 103,888
Total Project	\$1,033,300	\$ 915,888

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

Budget Impact

Construction observation services were budgeted at \$103,300. There are sufficient resources in the Master Infrastructure Project budget to fund the construction and construction observation costs of the Chicago Avenue Resurfacing Project.

Village Board and/or Committee Action

At the 07/13/21 Board of Trustees meeting, the Board approved the item to be moved to the Consent Agenda

Documents Attached

1. Contract with HR Green

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

ENGINEERING PROFESSIONAL SERVICES
AGREEMENT
Chicago Avenue Resurfacing Project
Construction Observation

PROFESSIONAL SERVICES AGREEMENT

BETWEEN THE VILLAGE OF HINSDALE AND HR GREEN, INC.

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

Whereas, the Village is seeking professional services for the Chicago Avenue Resurfacing Project construction observation engineering (herein referred to as the "Project");

Whereas, Engineer submitted a proposal dated April 5, 2021 to provide said services for the Project;

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

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

SECTION 1. DEFINITIONS.

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

- A. The term "Agreement" shall mean the entire integrated agreement between Engineer and the Village setting forth the terms and conditions governing the performance of the Project.
- B. The term "Change Order" the document signed by Engineer and the Village which authorizes the performance of services beyond the Scope of Work to be supplied under the Agreement, which is issued on or after the Effective Date of this Agreement.
- C. The "Engineer" shall mean HR GREEN Inc., its employees, agents, subcontractors, duly authorized representatives or others performing work on its behalf. To the extent any work performed under this Agreement is performed by subcontractors, the term "Engineer" shall include such subcontractors.
- D. The term "Deliverable" shall mean the plans, specifications, documents, reports, or other item to be prepared and completed by Engineer pursuant to this Agreement.
- E. The terms "Includes" and "Including" shall not be construed as limited to.
- F. The term "May" is permissive; except the phrase "no person may" shall mean that no person is required, authorized, or permitted to do the act prohibited.

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

H. The term "Shall" is imperative.

I. The term "Project" means the scope, extent, or amount of services, deliverables, items, or labor related to the engineering services for the Hinsdale – Chicago Avenue Resurfacing Project construction observation as more fully described of Exhibit "A" attached hereto.

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

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

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

SECTION 2. GENERAL REQUIREMENTS-ENGINEER.

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

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

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

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

the Intellectual Property rights of any third party.

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

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

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

SECTION 3. GENERAL REQUIREMENTS-VILLAGE.

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

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

SECTION 4. SCOPE OF SERVICES.

A. As more fully set forth in its proposal dated April 5, 2021, attached hereto as Exhibit "A", Engineer agrees to provide all labor, materials, expertise, services and consultation related to construction observation and related services for the Project. Exhibit "A" is incorporated into and made a part of this Professional Services Agreement. The priority of interpretation for any inconsistent terms between this Professional Services Agreement and Exhibit "A" is as follows: the provisions of this Professional Services Agreement shall prevail over the inconsistent provisions of Exhibit "A". The inconsistent provisions of Exhibit "A" shall be deemed not applicable.

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

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

A. Contract Amount.

Engineer agrees to provide the professional services and deliverables set forth in the Scope of Work, and the Village agrees to compensate Engineer for said performance, the Contract Amount of not-to-exceed \$103,888.

B. Hourly Rates and Costs.

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

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

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

SECTION 6. DELIVERY AND OWNERSHIP OF DOCUMENTS.

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

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

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

D. Upon the condition that Engineer has received the prior written consent of the Village, Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and

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

SECTION 7. INSURANCE.

A. Scope of Coverage and Amounts.

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

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

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

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

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

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

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

SECTION 8. CHANGES IN WORK.

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

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

SECTION 9. USE OF SUBCONTRACTORS AND CONFLICTS OF INTEREST.

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

SECTION 10. INDEMNIFICATION.

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

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

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

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

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

SECTION 11. COMPLIANCE WITH LAWS.

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

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

1. Sexual Harassment Policy. Engineer represents that it has a written sexual harassment policy defining sexual harassment as required in Section 2-105 of the Ill. Human Rights Act. 775 ILCA 5/1-105, *et seq.*

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

EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

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

ILLINOIS PUBLIC WORKS EMPLOYMENT DISCRIMINATION ACT

10/1. Discrimination in employment prohibited

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

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

10/2. Deemed incorporated in contract

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

10/3. Includes independent contractors, etc.

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

10/4. Deduction from compensation

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

10/5. Recovery by injured person

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

10/6. Violations: punishment

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

10/7. To be inscribed in contract

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

10/8. Partial invalidity: construction

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

SECTION 12. SUSPENSION AND TERMINATION OF SERVICES.

A. Suspension of Work

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

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

B. Termination of Agreement

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

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

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

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

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

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

SECTION 13. NOTICES.

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

If to Village:

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

If to Engineer:

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

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

SECTION 14. MISCELLANEOUS PROVISIONS.

A. Assignment.

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

B. Governing Law.

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

C. Captions.

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

D. Entire Agreement.

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

E. Waiver.

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

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

F. Third Party Beneficiaries.

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

G. Survival.

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

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

Accepted this ____ day of _____ 2021

Engineering Consultant

By: _____

(Printed Name and Title)

Accepted this ____ day of _____ 2021

The Village of Hinsdale, Illinois

By: _____

Kathleen A. Gargano, Village Manager

**EXHIBIT A – HR GREEN PROPOSAL FOR HINSDALE – CHICAGO AVE FROM EAST OF
IL-83 TO WEST OF GARFIELD ST., THIRD ST. FROM EAST OF GRANT ST. TO WEST OF
WASHINGTON ST. RESURFACING AND ADA SIDEWALK RAMP IMPROVEMENTS
CONSTRUCTION OBSERVATION (FULL-TIME)**

DATED: April 5, 2021



PROFESSIONAL SERVICES AGREEMENT

For

Hinsdale – Chicago Ave From East of IL-83 to West of Garfield St., Third St. from East of Grant St. to West of Washington St. Resurfacing and ADA Sidewalk Ramp Improvements

Construction Observation (Full-Time)

Daniel M. Deeter, P.E., Village Engineer
Village of Hinsdale
19 East Chicago Avenue
Hinsdale, IL 60521
630.789.7000

T. Scott Creech, P.E.
HR Green, Inc.
323 Alana Drive
New Lenox, IL, 60451
HR Green Project Number: 191782.01

April 5, 2021

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

1.0 Project Understanding

1.1 General Understanding

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

The services required for this project are to include construction observation services (full-time) for hot mix asphalt surface removal, polymerized hot mix asphalt binder course, hot mix asphalt surface course mix "D" IL-9.5 N50, Class D Patches Type III, Portland cement concrete sidewalk, detectable warnings, concrete curb and gutter removal and replacement, thermoplastic pavement marking, and all incidental and collateral work necessary to complete the project in accordance with the approved Plans and Specifications.

As requested by the CLIENT, **Full-Time** Construction Observation services associated with the Village of Hinsdale – Chicago Ave and Third St. Resurfacing and ADA Sidewalk Ramp Improvement Project, located in the Village are detailed within this contract/proposal.

The Project includes improvements at the following street segments within the Village of Hinsdale:

- Chicago Avenue (FAU 1487) from East of Kingery Highway (IL Route 83) to West of Garfield St.
- Third Street from East of Grant St. to West of Washington St.
- The gross length of the project is 6,111 feet (1.16 miles)

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

1.2 Design Criteria/Assumptions

The construction contract for the Chicago Ave and Third St Resurfacing and ADA Sidewalk Ramp Improvements Project is a 60 Working Day contract with an anticipated start on or around *July 19, 2021 and project completion by October 31, 2021*, unless extenuating circumstances require variation to this proposed schedule, subject to CLIENT approval. The man-hours required for construction observation are included as **Full-Time** observation of the project and it is anticipated that the contractor will complete the project within the 60 Working Days allotted for in the contract. See Section 3.0 Deliverables and Schedule for anticipated project schedule.

2.0 Scope of Services

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

2.1 Construction Observation



A. Project Startup

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

B. Construction Observation

COMPANY will provide **Full-time** Construction Observation Services at a Time and Material basis not to exceed the amount listed herein. Note that the **Full-time Construction Observation Services are based on 60 Working Days** is estimated at 15 weeks per IDOT's estimated Working Day schedule (July 19, 2021 – October 31, 2021) for the Chicago Ave. and Third St. Resurfacing and ADA Sidewalk Ramp Improvement Project. COMPANY will observe and verify that items being constructed, and materials being utilized are in general conformance with the approved plans and specifications and the Illinois Department of Transportation (IDOT) Standard Specifications for Road and Bridge Construction as applicable.

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

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

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

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

C. Meetings

COMPANY will attend the preconstruction meeting with the CLIENT, the contractor, subcontractors, emergency services, and any affected utility companies. COMPANY anticipates that there will be construction meetings with the CLIENT, the contractor, subcontractors, and residents during the standard work week. Attendance at these various coordination meetings is included within the allocated 8 hours/day for Full-Time Construction Engineer in staffing of the project for the length of the Construction Schedule as estimated above in Section 2.0B. These coordination meetings are



anticipated to begin after the start of construction. COMPANY will complete an agenda and meeting notes for the construction meeting. Upon completion of the meeting notes, COMPANY will distribute the meeting minutes to all entities.

D. Administration/Coordination

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

E. Project Close Out

This work will consist of providing Quality Assurance testing of the contractor's quality control of materials. SEECO Consultants will perform all on-site Concrete and Bituminous Testing per IDOT Quality Assurance criteria.

No off-site testing is included in this proposal.

3.0 Deliverables and Schedules Included in this Agreement

Anticipated Project Schedule:

- *IDOT Bid Opening – June 11, 2021*
- *Construction Start – July 19, 2021*
- *Construction Completion – October 31, 2021*
- *Project Closeout – December 31, 2021*

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

4.0 Items not included in Agreement/Supplemental Services

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

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



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

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

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

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

5.0 Services by Others

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

6.0 Client Responsibilities

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

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

7.0 Professional Services Fee

7.1 Fees

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

7.2 Invoices

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



to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event that any portion of an account remains unpaid 60 days after the billing, COMPANY may institute collection action and the CLIENT shall pay all costs of collection, including reasonable attorneys' fees.

7.3 Extra Services

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

7.4 Exclusion

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

7.5 Payment

The CLIENT AGREES to pay COMPANY on the following basis:

Time and material basis with a Not to Exceed fee of **\$103,888.00**

ITEM	MAN-HOURS	LABOR COST	DIRECT COST (1)	SUB CONSULTING
2.1 Construction Observation				
Field Observation & Admin, Pre-Con. Mtg. (2)	632	\$ 95,60.00	\$ 2,340.00	
Material Testing: Sub-Consultant budgetary # for QA)	N/A			\$ 6,088.00
Subtotals:	642	\$ 95,460.00	\$ 2,340.00	\$ 6,088.00
Contract Total:			\$ 103,888.00	

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

Details are available upon request.

(2) **Construction Observation Services** are based on estimated (65 R.E. + 15 P.M = 80 Trips) Field Observation Days (60 working days + 5 punch list & close out days). Also includes P.M. attendance at 15 weekly progress meetings with contractor, documentation, and coordination efforts per Scope of Services.



8.0 Terms and Conditions

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

8.1 Standard of Care

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

8.2 Entire Agreement

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

8.3 Time Limit and Commencement of Services

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

8.4 Suspension of Services

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

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

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

8.5 Books and Accounts

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

8.6 Insurance

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

8.7 Termination or Abandonment

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



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

8.8 Waiver

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

8.9 Severability

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

8.10 Successors and Assigns

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

8.11 Third-Party Beneficiaries

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

8.12 Governing Law and Jurisdiction

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

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

8.13 Dispute Resolution

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

8.14 Attorney's Fees

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

8.15 Ownership of Instruments of Service

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

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

8.16 Reuse of Documents

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

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

8.17 Failure to Abide by Design Documents or To Obtain Guidance

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

8.18 Opinion of Probable Construction Cost

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

8.19 Design Information in Electronic Form

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

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



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

8.20 Information Provided by Others

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

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

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

8.21 Force Majeure

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

8.22 Job Site Visits and Safety

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

8.23 Hazardous Materials

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



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

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

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

8.24 Certificate of Merit

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

8.25 Limitation of Liability

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

8.26 Drywells, Underdrains and Other Infiltration Devices

Services provided by COMPANY under this AGREEMENT do NOT include the geotechnical design of drywells, underdrains, injection wells or any other item that may be devised for the purpose of removing water from the CLIENT'S property by infiltration into the ground. Due to the high variability of soil types and conditions such devices will not be reliable in all cases. While for this reason COMPANY does not recommend the use of these devices, in some cases their use may be necessary to obtain an adequate amount of area for development on the CLIENT'S property. Since the use of these devices is intended to enhance the value of the CLIENT'S property and, in some cases, allow development that would otherwise not be possible, the CLIENT will assume all risks inherent in the design and construction of these devices, unless the contractor or a Geotechnical Engineer assumes these risks. Typical risks include but are not limited to:

- Failure to obtain the required release rate;



- Variability of the soils encountered during construction from those encountered in soil borings. (Soils can vary widely over a small change in location, horizontal or vertical, particularly with regards to permeability);
- Failure of the device due to siltation, poor construction or changes in the water table;
- Need to obtain additional soils information (i.e. borings etc.) to evaluate the function of installed devices;
- Reconstruction of failed or inadequate devices;
- Enlargement of detention/ retention facilities to make up for release rates that are lower than those used in the stormwater design, including engineering design and additional land required for such enlargement; and
- Regular maintenance to remove accumulated silt over the device's life span.

If the use of these devices is required COMPANY will advise the CLIENT that a Geotechnical Engineer must be retained to consult on the project. The CLIENT must enter into a separate agreement directly with this consultant. They will not be sub-contracted through COMPANY nor are their fees included as part of this AGREEMENT. COMPANY will work together with this consultant to obtain a final design. Our collaboration may include the use of a common standard detail or the creation of a new standard detail. COMPANY may make suggestions to the Geotechnical Engineer on ways to tailor these devices to meet the needs of the overall site design. The Geotechnical Engineer will evaluate these suggested details and modifications based on his experience and measured soils information to estimate the release rate for each detail considered. COMPANY may use a release rate of these devices as provided by the Geotechnical Engineer for the design of the stormwater system. This rate may be faxed to us, as a draft copy of the Geotechnical Engineers report or as a final copy of that report. In no case will COMPANY accept responsibility for the determination of the expected release rate of these devices.

If certification of the contractor's construction of these devices is required by the municipality or desired by the CLIENT a Geotechnical Engineer must also be obtained for these services. This is highly recommended in order to observe the actual soils where the devices are being constructed and to verify that the construction methods used do not violate any assumptions made by the Geotechnical Engineer during the design and evaluation of the standard detail. If a Geotechnical Engineer is not retained by the CLIENT to provide construction review, the CLIENT shall assume all risks that the devices may fail requiring additional geotechnical investigation or reconstruction and shall defend, indemnify and hold harmless COMPANY from all claims, damages and expenses including attorneys' fees arising out of or resulting therefrom. Any construction observation services provided by COMPANY shall not include these devices.

8.27 Environmental Audits/Site Assessments

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

8.28 Construction Observation

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

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

8.29 Soliciting Employment

Neither party to this AGREEMENT will solicit an employee of the other nor hire or make an offer of employment to an employee of the other that is working on this PROJECT, without prior written consent of the other party, during the time this AGREEMENT is in effect.



8.30 Municipal Advisor

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

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

Sincerely,

HR GREEN, INC.

Kevin J. Berry, P.E., Project Manager

Approved by:

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

Title: Vice President

Date:

4/08/2021

VILLAGE OF HINSDALE

Accepted by:

Printed/Typed Name:

Title:

Date:

Public Services & Engineering

AGENDA SECTION: Consent Agenda – EPS
SUBJECT: Suburban Tree Consortium Purchase Order
MEETING DATE: August 10, 2021
FROM: John Finnell, Superintendent of Parks and Forestry

Recommended Motion

Approve payment to West Central Municipal Conference (WCMC) Suburban Tree Consortium (STC) for tree supply and planting services for spring 2021 in the amount of \$59,081 and to authorize the expenditure of funds not to exceed the approved 2021 budgeted amount of \$89,375.

Background

Hinsdale is a member community of the STC which is a group of 39 communities that work to provide a cost-effective means of acquiring and installing trees as well as offering technical assistance. The group has been a key partner in guaranteeing a diverse supply of high quality plant materials and tree planting services for the Village since 2002. The Village uses STC tree nursery partners and tree installation contractors for the supply and installation of the vast majority of the Village's parkway tree planting.

By purchasing the trees through the STC, the Village receives competitively priced trees as well as installation services. In May 2021, the Village purchased and installed 153 trees through the STC.

Discussion & Recommendation

Typically, the STC purchases are made through the Village's blanket purchase order program. Unfortunately, the 2021 STC purchase order was mistakenly not submitted during annual blanket purchase order request period. The omission was discovered after receipt of the spring planting invoice in the amount of \$59,081. Public Services staff is requesting approval for the payment of this invoice.

In addition to the invoice approval, Public Services staff is seeking authorization to expend up to the budgeted amount of \$89,375 for the fall planting program.

Budget Impact

In the Calendar Year 2021 budget, there is \$89,375 in the Public Services Forestry Division budget line item 4300-7331 to purchase trees and contract for tree installation. After payment of the spring 2021 planting invoice (\$59,081), there will be \$30,294 remaining in the tree planting budget. Staff requests approval to expend these funds during the fall 2021 planting cycle, not to exceed the budgeted amount of \$89,375.

Village Board and/or Committee Action

At their meeting of July 13, the Board agreed to move this item to the Consent Agenda of their next meeting

Documents Attached

1. West Central Municipal Conference – Spring 2021 Invoice

VILLAGE OF HINSDALE PAYMENT VOUCHER

VENDOR NAME Suburban Tree Consortium DATE 6/21/2021 DEPARTMENT Public Services

INVOICE DATE	INVOICE NO.	PAYMENT DATE	P.O. NO.	VENDOR NO.	PROGRAM/ACCT. #	\$ AMOUNT	DESCRIPTION
06/15/21	0007098-IN			2491	4300 7331	55,133.00	Tree Planting - Spring 2021 - 152 trees
06/15/21	0007098-IN			2491	6300 7331	3,701.00	Park Planting - Spring 2021 - 29 trees
06/15/21	0007098-IN			2491	100 2211	247.00	Tribute Tree Planting - 137 S Garfield

Total \$ 59,081.00

New Vendor Information Name: Suburban Tree Consortium C/O West Central Municipal Conference Remit Address: 2000 5th Ave, Bldg N River Grove, IL 60171		Special Instructions: Please Mail Form with Payment	Approvals Preparer: JF Dept. Head: Finance Dir.: Village Mgr.:
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Tree	Name	Size	Tagged	Cost	Total	Puglsey	Total	Total Cost	Nursery
Miyabe Maple	Acer miyabei 'State Street'	2.5	6	247	1482	135	810	2292	Doty
Red Maple	Acer rubrum 'Redpointe'	2.5	8	235	1880	135	1080	2960	Doty
American Yellowwood	Cladrastris kentukea	2.5	2	305	610	135	270	880	Doty
Hybrid Oak	Quercus x macdanielii 'Clemmons'	2.5	6	265	1590	135	810	2400	Doty
Hybrid Elm	Ulmus spp. 'Accolade'	2.5	2	235	470	135	270	740	Doty
Hybrid Elm	Ulmus spp. 'Triumph'	2.5	8	235	1880	135	1080	2960	Doty
Zelkova	Zelkova serrata 'Village Green'	2	20	250	5000	126	2520	7520	Doty
Freeman Maple	Acer freemannii 'Armstrong Gold'	2.5	10	247	2470	135	1350	3820	Hinsdale
Freeman Maple	Acer freemannii 'Matador'	2.5	2	245	490	135	270	760	Hinsdale
Black Maple	Acer nigrum 'Green Column'	2.5	1	274	274	135	135	409	Hinsdale
Hybrid Buckeye	Aesculus x arnoldiana 'Early Glow'	2.5	1	289	289	135	135	424	Hinsdale
Hybrid Buckeye	Aesculus x carnea 'Fort McNair'	2	1	259	259	126	126	385	Hinsdale
American Hornbeam	Carpinus caroliniana 'Native Flame'	2.5	1	266	266	135	135	401	Hinsdale
Hackberry	Celtis occidentalis 'Chicagoland'	2.5	6	239	1434	135	810	2244	Hinsdale
Redbud	Cercis canadensis	2.5	4	267	1068	135	540	1608	Hinsdale
Flowering Crabapple	Malus x adstringens 'Gladiator'	2.5	2	200	400	135	270	670	Hinsdale
Ironwood	Ostrya virginiana	2.5	4	273	1092	135	540	1632	Hinsdale
Cork Tree	Phellodendron amurense 'Eye Stopper'	2.5	1	241	241	135	135	376	Hinsdale
Swamp White Oak	Quercus bicolor 'American Dream'	2.5	8	263	2104	135	1080	3184	Hinsdale
Bur Oak	Quercus macrocarpa 'Urban Pinnacle'	2	11	246	2706	126	1386	4092	Hinsdale
Chinkapin Oak	Quercus muehlenbergii	2.5	1	263	263	135	135	398	Hinsdale
Hybrid Oak	Quercus robur x bicolor 'Crimsonspire'	2.5	4	263	1052	135	540	1592	Hinsdale
Hybrid Oak	Quercus robur x bicolor 'Regal Prince'	2.5	6	263	1578	135	810	2388	Hinsdale
American Linden	Tilia americana 'Redmond'	2.5	1	208	208	135	135	343	Hinsdale
Silver Linden	Tilia tomentosa 'Sterling'	2.5	1	208	208	135	135	343	Hinsdale
Hybrid Elm	Ulmus spp. 'New Horizon'	2.5	9	238	2142	135	1215	3357	Hinsdale
Black Gum	Nyssa sylvatica 'Majestic'	2.5	1	319	319	135	135	454	Hinsdale
Pecan	Carya illinoensis	15 Ga	3	90	270	0	0	270	Possibility Place
Shagbark Hickory	Carya ovata	4'	5	85	425	0	0	425	Possibility Place
Persimmon	Diospyros virginiana	15 Ga	3	90	270	0	0	270	Possibility Place
White Pine	Pinus strobus	15 Ga	5	90	450	0	0	450	Possibility Place
Ponderosa Pine	Pinus ponderosa	2.5"	5	65	325	0	0	325	Possibility Place
White Oak	Quercus alba	15 Ga	7	90	630	0	0	630	Possibility Place
Bur Oak	Quercus macrocarpa	15 Ga	7	90	630	0	0	630	Possibility Place
Sugar Maple	Acer sacharrum 'Green Mountain'	2.5	1	244	244	144	144	388	Spring Grove
Hybrid Oak	Quercus robur x alba 'Streetspire'	2.5	2	265	530	144	288	818	Spring Grove
Bald Cypress	Taxodium distichum 'Shawnee Brave'	2.5	3	234	702	144	432	1134	Spring Grove
American Elm	Ulmus americana 'Jefferson'	2.5	7	234	1638	144	1008	2646	Spring Grove
Hybrid Elm	Ulmus spp. 'Emerald Sunshine'	2.5	5	234	1170	144	720	1890	Spring Grove
Zelkova	Zelkova serrata 'Musashino'	2	1	203	203	32	32	235	Spring Grove
Zelkova	Zelkova serrata 'Musashino'	2	1	203	203	135	135	338	Spring Grove
			182				19616	59081	

INVOICE

Suburban Tree Consortium
C/O West Central Municipal Conf
2000 5th Ave., Bldg N
River Grove, IL 60171
(708) 453-9100

INVOICE NUMBER: 0007098-IN

INVOICE DATE: 6/15/2021

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

CUSTOMER NO. 0000930

CUSTOMER P.O.:

CONTACT: John Finnell

TERMS: NET 30 DAYS

SALES CD	DESCRIPTION		QUANTITY	PRICE	AMOUNT
STC13	APEX Landscaping Inc	EACH	1.000	19,616.000	19,616.00
STC2	HINSDALE NURSERIES	EACH	1.000	7,604.000	7,604.00
STC2	HINSDALE NURSERIES	EACH	1.000	9,745.000	9,745.00
STC2	HINSDALE NURSERIES	EACH	1.000	1,514.000	1,514.00
STC11	Spring Grove Nursery, Inc.	EACH	1.000	4,690.000	4,690.00
STC10	Doty Nurseries, LLC	EACH	1.000	12,912.000	12,912.00
STC3	POSSIBILITY PLACE NURSERY	EACH	1.000	3,000.000	3,000.00

Payable to: WEST CENTRAL MUNICIPAL CONFERENCE
FEIN: 36-3447848

Net Invoice:	59,081.00
Freight:	0.00
Sales Tax:	0.00
Invoice Total:	59,081.00

**SOLD TO:**

West Central Municipal Conference
 Attention: Judy Corvo
 2000 Fifth Ave, Building J
 River Grove, IL 60171

INVOICE

DATE:	INVOICE NO.:
5/31/2021	88929

REP	S.O. No.	P.O. NUMBER	TERMS	PROJECT
STC			DUE UPON RECEIPT	Hinsdale

DESCRIPTION	QTY	AMOUNT
ATTN: JUDY CORVO		
RE: STREET TREE CONSORTIUM - Village of Hinsdale		
For trees delivered & installed - Spring 2021 - Week 7		
Tuesday - 5/19/2021 50 trees total		
✓ HINSDALE NURSERY - 30 trees		
5 - 2" or 6' Tree	5	455.00
5 - Hinsdale/Beaver/McHenry/Doty/Goodmark 2" Delivery	5	115.00
5 - 2" Mulch	5	60.00
25 - 2.5" or 7' Tree	25	2,400.00
25 - Hinsdale/Beaver/McHenry/Doty/Goodmark 2.5" Delivery	25	650.00
25 - 2.5" Mulch	25	325.00
✓ SPRING GROVE NURSERY - 20. trees - 1 delivery only		
1 - 2" or 6' Tree	1	91.00
2 - Possibility/Spring Grove 2" Delivery	2	64.00
1 - 2" Mulch	1	12.00
18 - 2.5" or 7' Tree	18	1,728.00
18 - Possibility/Spring Grove 2.5"	18	630.00
18 - 2.5" Mulch	18	234.00
Wednesday - 5/19/2021		
✓ HINSDALE NURSERY - 45 trees		
7 - 2" or 6' Tree	7	637.00
7 - Hinsdale/Beaver/McHenry/Doty/Goodmark 2" Delivery	7	161.00
Total		
Balance Due		

24414 N. Old McHenry Road • Hawthorn Woods, IL 60047 • (847) 847-1505 • Fax: (847) 847-1506 • Website: www.apexlandscaping.com



SOLD TO:

West Central Municipal Conference
 Attention: Judy Corvo
 2000 Fifth Ave, Building J
 River Grove, IL 60171

INVOICE

DATE:	INVOICE NO.:
5/31/2021	88929

REP	S.O. No.	P.O. NUMBER	TERMS	PROJECT
STC			DUE UPON RECEIPT	Hinsdale

DESCRIPTION	QTY	AMOUNT
7 - 2" Mulch	7	84.00
38 - 2.5" or 7' Tree	38	3,648.00
38 - Hinsdale/Beaver/McHenry/Doty/Goodmark 2.5" Delivery	38	988.00
38 - 2.5" Mulch	38	494.00
Thursday - 5/20/2021		
✓ DOTY NURSERY - 52 trees		
20 - 2" or 6' Tree	20	1,820.00
20 - Hinsdale/Beaver/McHenry/Doty/Goodmark 2" Delivery	20	460.00
20 - 2" Mulch	20	240.00
32 - 2.5" or 7' Tree	32	3,072.00
32 - Hinsdale/Beaver/McHenry/Doty/Goodmark 2.5" Delivery	32	832.00
32 - 2.5" Mulch	32	416.00

Payment due upon receipt. When making a payment please include invoice number.

Total	\$19,616.00
Balance Due	\$19,616.00

24434 N. Old McHenry Road • Hawthorn Woods, IL 60047 • (847) 647-1505 • Fax: (847) 647-1506 • Website: www.apexlandscaping.com

HINSDALE NURSERIES

INCORPORATED

HINSDALE OFFICE • 7200 S. MADISON, WILLOWBROOK, IL 60527
(630) 323-1411 • FAX (630) 323-0918

Invoice - 1714994 Page 1

Customer Copy

Date: 5/18/2021
Type: Wholesale
Order No: 2216593

Client Phone: 708-453-9100

Client:

WEST CENTRAL
MUNICIPAL CONFERENCE
2000 5TH AVENUE
RIVER GROVE IL 60171

Special Instructions:

HINSDALE Partial Pick-Up 5/17/21
P & L TO PLANT
ATTN JOHN FINNEL

Deliver To / Job Site:

Date Placed	Job/PO Number	Payment Terms	Tax Authority	Required On	Deliver Via
01/18/2021	HINSDALE SP 21	Net 45 Days	Exempt ENP	05/17/2021	Pick Up

Qty	UoM	Product	Unit Price	Extended Amt	Tx	ND	WR
Little Rock Sales Counter							
4	Ea	2.50in ARMSTRONG GOLD RED MAPLE	\$247.00	\$988.00			
1	Ea	2.50in MATADOR FREEMAN MAPLE	\$245.00	\$245.00			
1	Ea	2.50in EARLY GLOW OHIO BUCKEYE	\$289.00	\$289.00			
1	Ea	2.50in NATIVE FLAME AMERICAN HORNBEAM	\$266.00	\$266.00			
3	Ea	2.50in CHICAGOLAND HACKBERRY	\$239.00	\$717.00			
4	Ea	2.50in AMERICAN DREAM SWAMP WHITE OAK	\$263.00	\$1,052.00			
5	Ea	2.00in URBAN PINNACLE BUR OAK	\$246.00	\$1,230.00			
1	Ea	2.50in AMERICAN REDBUD	\$267.00	\$267.00			
2	Ea	2.50in IRONWOOD	\$273.00	\$546.00			
2	Ea	2.50in LOW CRIMSON SPIRE OAK	\$263.00	\$526.00			
2	Ea	2.50in REGAL PRINCE OAK	\$263.00	\$526.00			
4	Ea	2.50in NEW HORIZON ELM	\$238.00	\$952.00			
Sub-Total:				\$7,604.00			

WEST CENTRAL
MUNICIPAL CONFERENCE
2000 5TH AVENUE
RIVER GROVE IL 60171
Invoice#: 1714994

Products Amt \$7,604.00
Sub-Total \$7,604.00
Sales Tax \$0.00
Invoice Total \$7,604.00
Balance Due \$7,604.00

HINSDALE NURSERIES

INCORPORATED

HINSDALE OFFICE • 7200 S. MADISON, WILLOWBROOK, IL 60527
(630) 323-1411 • FAX (630) 323-0918

Invoice - 1715017 Page 1

Customer Copy

Date: 5/18/2021
Type: Wholesale
Order No: 2188378

Client Phone: 708-453-9100

Client:

WEST CENTRAL
MUNICIPAL CONFERENCE
2000 5TH AVENUE
RIVER GROVE IL 60171

Special Instructions:

HINSDALE SPRING 2021
P & L TO PLANT
ATTN JOHN FINNEL

Deliver To / Job Site:

0

Date Placed	Job/PO Number	Payment Terms	Tax Authority	Required On	Deliver Via
01/18/2021	HINSDALE SP 21	Net 45 Days	Exempt ENP	04/01/2021	Pick Up

Qty	UoM	Product	Unit Price	Extended Amt	Tx	ND	WR
Little Rock Sales Counter							
2	Ea	2.50in ARMSTRONG GOLD RED MAPLE	\$247.00	\$494.00			
1	Ea	2.50in MATADOR FREEMAN MAPLE	\$245.00	\$245.00			
1	Ea	2.50in GREEN COLUMN BLACK MAPLE	\$274.00	\$274.00			
1	Ea	2.00in FT. MCNAIR HORSECHESTNUT	\$259.00	\$259.00			
3	Ea	2.50in CHICAGOLAND HACKBERRY	\$239.00	\$717.00			
1	Ea	2.50in AMERICAN DREAM SWAMP WHITE OAK	\$263.00	\$263.00			
1	Ea	2.50in AMERICAN DREAM SWAMP WHITE OAK	\$263.00	\$263.00			
6	Ea	2.00in URBAN PINNACLE BUR OAK	\$246.00	\$1,476.00			
1	Ea	2.50in CHINKAPIN OAK	\$263.00	\$263.00			
1	Ea	2.50in STERLING SILVER LINDEN	\$208.00	\$208.00			
3	Ea	2.50in AMERICAN REDBUD	\$267.00	\$801.00			
2	Ea	2.50in IRONWOOD	\$273.00	\$546.00			
2	Ea	2.50in LOW CRIMSON SPIRE OAK	\$263.00	\$526.00			
4	Ea	2.50in REGAL PRINCE OAK	\$263.00	\$1,052.00			
1	Ea	2.50in REDMOND LINDEN	\$208.00	\$208.00			
5	Ea	2.50in NEW HORIZON ELM	\$238.00	\$1,190.00			
2	Ea	2.50in GLADIATOR CRABAPPLE	\$200.00	\$400.00			
1	Ea	2.50in EYE STOPPER CORK TREE	\$241.00	\$241.00			
1	Ea	2.50in MAJESTIC BLACK TUPELO	\$319.00	\$319.00			
Sub-Total:				\$9,745.00			

WEST CENTRAL
MUNICIPAL CONFERENCE
2000 5TH AVENUE
RIVER GROVE IL 60171
Invoice#: 1715017

Products Amt	\$9,745.00
Sub-Total	\$9,745.00
Sales Tax	\$0.00
Invoice Total	\$9,745.00
Balance Due	\$9,745.00

HINSDALE NURSERIES

INCORPORATED

HINSDALE OFFICE • 7200 S. MADISON, WILLOWBROOK, IL 60527
(630) 323-1411 • FAX (630) 323-0918

Invoice - 1715018 Page 1

Customer Copy

Date: 5/18/2021
Type: Wholesale
Order No: 2200666

Client Phone: 708-453-9100

Client:

WEST CENTRAL
MUNICIPAL CONFERENCE
2000 5TH AVENUE
RIVER GROVE IL 60171

Special Instructions:

HINSDALE ADDITIONS SP 21
P&L TO PLANT
ATTN JOHN FINNELL

Deliver To / Job Site:

Date Placed	Job/PO Number	Payment Terms	Tax Authority	Required On	Deliver Via
04/21/2021	Hinsdale Additions	Net 45 Days	Exempt ENP	05/18/2021	Pick Up

Qty	UoM	Product	Unit Price	Extended Amt	Tx	ND	WR
Little Rock Sales Counter							
2	Ea	2.50in ARMSTRONG GOLD RED MAPLE	\$247.00	\$494.00			
1	Ea	2.50in AMERICAN DREAM SWAMP WHITE OAK	\$263.00	\$263.00			
1	Ea	2.50in AMERICAN DREAM SWAMP WHITE OAK	\$263.00	\$263.00			
2	Ea	2.50in ARMSTRONG GOLD RED MAPLE	\$247.00	\$494.00			
Sub-Total:				\$1,514.00			

WEST CENTRAL
MUNICIPAL CONFERENCE
2000 5TH AVENUE
RIVER GROVE IL 60171
Invoice#: 1715018

Products Amt	\$1,514.00
Sub-Total	\$1,514.00
Sales Tax	\$0.00
Invoice Total	\$1,514.00
Balance Due	\$1,514.00



106 E. Spring Rd. Mazon IL 60444
P: 815-448-2097 F: 815-448-2139 bthomas@SpringGroveNursery.com

Invoice

Page 1 of 1

Order No. 180982
Customer No. 1203
Spring 2021

SOLD TO:

Village of Hinsdale
19 E Chicago Ave
Hinsdale, IL 60521

630-789-7043

SHIP TO:

Village of Hinsdale
19 E Chicago Ave
Hinsdale, IL 60521

630-789-7043

PO No.	Ship Date	Due Date	Ship Via	Terms	Ribbon Color
Spring 2021	05/17/21	07/01/21		NET45	Double Yellow White Stripe
Ship Qty	Botanical Name	Common Name	Size	Price	Amount
1	Acer saccharum 'Green Mountain'	Green Mountain Sugar Maple	2.5"	\$244.00	\$244.00
2	Quercus robur x Q. alba 'JFS-KW1QX'	Streetspire Oak	2.5"	\$265.00	\$530.00
3	Taxodium distichum 'Mickelson'	Shawnee Brave Bald Cypress	2.5"	\$234.00	\$702.00
7	Ulmus americana 'Jefferson'	Jefferson Elm	2.5"	\$234.00	\$1,638.00
5	Ulmus propinqua 'JFS-Bieberich'	Emerald Sunshine Elm	2.5"	\$234.00	\$1,170.00
2	Zelkova serrata 'Musashino'	Musashino Japanese Zelkova	2"	\$203.00 *	\$406.00
20	NET AMOUNT				\$4,690.00
	TOTAL				\$4,690.00

TERMS: Payment is due at the time of pickup or delivery. For NET 30 accounts, customer will pay all invoices within thirty (30) day of the date of the invoice. Past due accounts are subject to a service charge of 1.5% per month (18% per year), which shall accrue on a daily basis. All payments received shall be applied at the sole discretion of Spring Grove Nursery, Inc. Payments will be paid first to interest and then applied to principle. Past due accounts are immediately returned to C.O.D. terms. Failure of Spring Grove Nursery to observe or enforce any provision of the agreement shall not constitute a waiver of any provision of the Agreement.

LIMITED WARRANTY: If any nursery stock proves to be untrue to the description or variety, under which it is sold, we hold ourselves in readiness, on proper proof, to replace such nursery stock that may prove to be untrue to description or name, or refund the original amount paid. We shall in no case be liable for any sum greater than the amount originally received for such inventory stock. Seller gives no warranty as to livability, express or implied. Claims must be made in writing within (5) days of receipt of order. Failure to present such a claim within (5) days shall constitute a waiver of all warranties, including waiver of all merchantability and the implied warranty of fitness to particular purpose. The right of rejection shall be deemed waived upon passage of that (5) day period.

Buyer Signature Accepts Terms of Sale _____



Invoice

Page 1 of 1

dotynurseries.com
P 630 365 9063
F 630 365 9081

Mailing Address
PO Box 760
Elburn, IL 60119

Maple Park Nursery
45W121 Beith Road
Maple Park, IL 60151

Huntley Nursery
14029 Church Road
Huntley, IL 60142

Order No. 177105
Customer No. WESTCENT
SPRING 2021

SOLD TO:

WEST CENTRAL MUNICIPAL CONF
2000 5TH STREET
BUILDING N
RIVER GROVE, IL 60171

SHIP TO:

WEST CENTRAL MUNICIPAL CONF
2000 5TH STREET
BUILDING N
RIVER GROVE, IL 60171

708-453-9100 Fax: 708-453-9101

708-453-9100

PO No.	Ship Date	Due Date	Ship Via	Terms	Ribbon Color	
HINSDALE	05/19/21	07/18/21		NET 60		
Ship Qty	Botanical Name	Common Name	Size	Price	Amount	
20	Zelkova serrata 'Village Green'	Village Green Japanese Zelkova	2"	\$250.00	\$5,000.00	
6	Acer miyabei 'Morton'	State Street Maple	2.5"	\$247.00	\$1,482.00	
8	Acer rubrum 'Frank JR.'	Redpointe Red Maple	2.5"	\$235.00	\$1,880.00	
2	Cladrastris kentukea	Yellowwood	2.5"	\$305.00	\$610.00	
6	Quercus x macedaniellii 'Clemons'	Heritage Oak	2.5"	\$265.00	\$1,590.00	
2	Ulmus 'Morton'	Accolade Elm	2.5"	\$235.00	\$470.00	
8	Ulmus 'Morton Glossy'	Triumph Elm	2.5"	\$235.00	\$1,880.00	
				NET AMOUNT	\$12,912.00	
				TOTAL	\$12,912.00	

Pickup at MAPLE PARK/ELBURN Location



Possibility Place Nursery
 7548 W Monee Manhattan Rd.
 Monee, IL 60449
 Phone: (708) 534-3988

ORDER NO.	17
CUSTOMER NO.	4797

INVOICE

BILL TO:

SUBURBAN TREE CONSORTIUM
 2000 5TH AVE
 BLDG N
 RIVER GROVE, IL 60171

Phone: 708-453-9100 X 258
 Fax: 708-453-9101

SHIP TO:

VILLAGE OF HINSDALE
 225 SYMONDS DRIVE
 HINSDALE, IL 60521

Phone: (630) 789-7043

SHIP DATE		SHIP VIA		F.O.B.		TERMS	
04/19/21							
P.O. NUMBER			ORDER DATE	SALES PERSON			REFERENCE NO.
			03/02/21	Kelsay			
QUANTITY			DESCRIPTION			UNIT PRICE	EXTENDED PRICE
ORDERED	AKNWLDG	SHIP					
3	3	3	CARYA ILLINOINENSIS #15			90.00	270.00
5	5	5	CARYA OVATA 4'			85.00	425.00
3	3	3	DIOSPYROS VIRGINIANA #15			90.00	270.00
5	5	5	PINUS PONDEROSA 2.50"			65.00	325.00
5	5	5	PINUS STROBUS #15			90.00	450.00
7	7	7	QUERCUS ALBA #15			90.00	630.00
7	7	7	QUERCUS MACROCARPA #15			90.00	630.00
35	35	35				NET AMOUNT	3000.00
						BALANCE DUE	3000.00

740

Public Services & Engineering

AGENDA SECTION: Consent Agenda – EPS
SUBJECT: Alley vacation south of 740 West Hinsdale Avenue
MEETING DATE: August 10, 2021
FROM: Dan Deeter, PE Village Engineer

Recommended Motion

Approve "An ordinance authorizing the vacation of a certain portion of an unimproved alley situated south of and adjoining 740 West Hinsdale Avenue in the Village of Hinsdale, DuPage and Cook Counties, Illinois" at a purchase price of \$11,500."

Background

The resident at 740 West Hinsdale Avenue has expressed an interest in purchasing the portion of the alley south of and adjacent to their property.

Discussion & Recommendation

Staff has reviewed the infrastructure requirements for this alley. There are no current infrastructure conflicts on this alley. The alley has previously had vacations approved. This alley is not used for vehicle traffic. There are no plans for providing vehicular traffic on this alley right of way in the future. There are ComEd overhead lines within this alley. Staff recommends approval of the vacation.

A plat of vacation will be prepared upon approval of this request for recording at DuPage County. To allow for current and potential future utility use of the alley, the plat of vacation will include a utility and drainage easement across the vacated area.

Budget Impact

Included is the appraisal report establishing a fair market value for the vacated property. The appraisal established the value of the property at approximately \$19.80 per square foot. The property to be vacated contains an area of +/-575 square feet. The total appraised value of the property is \$11,500.

Village Board and/or Committee Action

According to policy, this item is presented as a routine item.

Documents Attached

1. Ordinance
2. Appraisal Report

VILLAGE OF HINSDALE

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE VACATION OF A CERTAIN
PORTION OF AN UNIMPROVED ALLEY SITUATED SOUTH OF AND
ADJOINING 740 WEST HINSDALE AVENUE IN THE VILLAGE OF HINSDALE,
DUPAGE AND COOK COUNTIES, ILLINOIS**

WHEREAS, the Village of Hinsdale, DuPage and Cook Counties, Illinois (the "Village") is a duly authorized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and

WHEREAS, the property owner of 740 West Hinsdale Avenue, Hinsdale, Illinois, which property is identified by permanent index number ("P.I.N.") 09-11-221-002 has requested that a certain portion of an alley, as more fully described below, be vacated in order to be developed and maintained by said property owner; and

WHEREAS, Section 11-91-1 of the Illinois Municipal Code, 65 ILCS 5/11-91-1 *et seq.* (2007) (the "Code"), authorizes the Village to determine whether or not the public interest is served by vacating an alley, or part thereof, within its corporate boundaries, by an ordinance duly adopted by the affirmative vote of three-fourths of the trustees then holding office; and

WHEREAS, the Code further provides that upon vacation of an alley, or any part thereof, by the Village, title to the vacated property vest in the then owner or owners of land abutting thereon; and

WHEREAS, the Village President and Board of Trustees of the Village of Hinsdale (the "Corporate Authorities") have determined that the relief to the public from the further burden and responsibility of maintaining a certain portion of the alley, as more fully described below, and to return said portion to the tax rolls for the benefit of all taxing bodies is in the public interest.

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

Section 1. Recitals Incorporated. The above recitals and findings are incorporated herein and made a part hereof.

Section 2. Vacation of Unimproved Alley. Pursuant to the terms of this Ordinance, the Village shall vacate a rectangular portion approximately 10.5' x 60' (north boundary) and 53' (south boundary) of the unimproved alley situated south of and adjoining 740 West Hinsdale Avenue, Hinsdale, Illinois (the "Subject Property"), legally described, as follows:

Lots 15 (except the Northeasterly 20 feet thereof measured on the North and South line of said Lot), all of Lots 16 and 17 and the Northeasterly 2.0 feet of Lot 18 (measured on the North and South lines of said Lot) in Block 11 in the Resubdivision of Blocks 9 to 20 inclusive, in Stough's Second Addition to the Village of Hinsdale, being a subdivision in the East 1/2 of Section 11, Township 38 North, Range 11 East of the Third Principal Meridian, in DuPage County, Illinois.

P.I.N. 09-11-221-002

Section 3. Plat of Vacation Approved. The Plat of Vacation, a copy of which is attached hereto as Exhibit A and made a part hereof, is approved.

Section 4. Conditions of Vacation. The Subject Property is vacated subject to any existing easement of public record for any public or private utility for the maintenance, renewal and construction or reconstruction of public and private utilities and that the Village reserves unto itself as a corporate municipality and to any public utility, its successors or assigns, the right to maintain and relocate any respective facilities in, under, across and along those parts of the public alley as herein vacated, with the right of access thereto at all times for any and all such purposes as may be reasonably required for the construction, maintenance and efficient operation of said equipment pursuant to any existing easement of public record.

Section 5. Payment of Consideration and Title to Vacated Property. Upon the vacation of the Subject Property, title thereto shall be acquired by and vest to the property owner of 740 West Hinsdale Avenue, Hinsdale, Illinois upon the payment of eleven thousand five hundred dollars (\$11,500.00) to the Village by the property owner as fair market value for the Subject Property. The vacation of the Subject Property, and the recording of the Plat of Vacation, shall not be effective until said payment is received pursuant to Section 11-91-1 of the Code, 65 ILCS 5/11-91-1.

Section 6. Execution of Documents. The Village President, Village Clerk and all other officials are hereby authorized to take any and all action and execute any and all documents required to implement said vacation and record this Ordinance and the Plat of Vacation with the applicable county recorder of deeds upon the payment of the consideration set forth in Section 5 of this Ordinance.

Section 7. Severability and Repeal of Inconsistent Ordinances. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance. All ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 8. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law.

PASSED this _____ day of _____, 2021.

AYES:

NAYES:

ABSENT:

APPROVED this _____ day of _____, 2021

Thomas Cauley, Village President

ATTEST:

Christine Bruton, Village Clerk

APPRAISAL REPORT

A 575+/- SQUARE FOOT PORTION OF THE UNIMPROVED
ALLEY SITUATED SOUTH AND ADJOINING
740 WEST HINSDALE AVENUE
HINSDALE, IL 60521

Prepared For

Mr. Dan Deeter
Village of Hinsdale
19 East Chicago Avenue
Hinsdale, IL 60521

Prepared By

C.A. Benson & Associates
802 Country Club Drive
La Grange, IL 60525

C.A. BENSON & ASSOCIATES
802 Country Club Drive - La Grange, IL 60525
P.O. Box 157 - La Grange, IL 60525
(708) 352-6056 Fax (708) 352-6070

June 3, 2021

Mr. Dan Deeter
Village of Hinsdale
19 East Chicago Avenue
Hinsdale, IL 60521

Re: Appraisal of a 575+/- square foot portion of
unimproved alley situated south and adjoining 740
West Hinsdale Avenue, Hinsdale, IL 60521

Dear Mr. Deeter:

In accordance with your request, I have inspected the above captioned property and analyzed all pertinent factors relative to it in order to estimate its "as-is" market value of the fee simple interest. The property was inspected on May 24, 2021, which is the effective date of this valuation.

The property consists of a 60' x 14' x 53' x 10.5' portion of unimproved alley located south and adjoining 740 West Hinsdale Avenue, Hinsdale, Illinois. It contains 575+/- square feet and is zoned R-4, Single-Family Residential.

Based on this analysis, it is my opinion that the "as-is" Market Value of the subject property as of May 24, 2021 was

<p>ELEVEN-THOUSAND FIVE-HUNDRED DOLLARS (\$11,500)</p>
--

This Appraisal Report, presented in a summary format, is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice. As such, it presents discussions of the data, reasoning and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning and analyses is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated below. The appraiser is not responsible for unauthorized use of this report.

C.A. Benson & Associates, Inc.

PURPOSE OF THE APPRAISAL:

The purpose of this appraisal is to provide my best estimate of the market value of the subject real property as of the effective date. *Market Value* is defined by the federal financial institutions regulatory agencies as follows:

Market Value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised, and acting in what they consider their own best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

(Source: Office of the Comptroller of the Currency under 12 CFR, Part 34, Subpart C-Appraisals, 34.42 Definitions (f))

INTENDED USE: The function of this appraisal is to assist the Village of Hinsdale with a possible sale of the subject.

INTENDED USER: The intended user of this appraisal report is the Village of Hinsdale.

INTEREST VALUED: Fee simple

DATE OF INSPECTION: May 24, 2021

EFFECTIVE DATE OF VALUE: May 24, 2021

APPRAISAL DEVELOPMENT AND REPORTING PROCESS: In preparing this appraisal, I have

- Inspected the subject property;
- Examined the Sidwell Plat Book and information from the client to estimate the size of the subject;
- Reviewed Public Records, Flood Hazard Rate Map and pertinent real estate tax and zoning information.
- Gathered and confirmed information on comparable sales;
- Applied the Sales Comparison Approach to Value to arrive at an indicated value.

This Appraisal Report is a recapitulation of my data, analyses and conclusions. Supporting documentation is retained in my file.

COMPETENCY OF THE APPRAISER: The appraiser has the appropriate knowledge and experience to complete this assignment competently as illustrated by the Qualifications of the Appraiser statement contained within this report.

C.A. Benson & Associates

DESCRIPTION OF REAL ESTATE APPRAISED:

Location Description: The subject property is situated in the Village of Hinsdale, approximately 20-miles southwest of the City of Chicago's Central Business District. Hinsdale is bordered by Oak Brook to the north, Burr Ridge to the south, Western Springs to the east and Clarendon Hills to the west.

Hinsdale is a residential community that has a population of 17,446 residents as of 2014 and a median household income of \$166,605 (2015). Over the past 12-months, the average sale price of a single-family residence in Hinsdale was \$1,196,801, which is 6.1% higher than the prior 12-month average sale price of \$1,127,828, but only 4% higher than the 2-year ago average sale price of \$1,150,716. This is indicative of vacillating market conditions due to the Covid-19 pandemic as well as the recent upward trend in the market. A continuing increase in homes values and lowering marketing times are probable as the effect of the pandemic are lessened as more of the population is vaccinated.

Hinsdale is a substantially built-up community and is one of the communities in the Southern DuPage County suburbs, which include Burr Ridge, Clarendon Hills, Darien, Downers Grove, Glen Ellyn, Lisle, Naperville, Oak Brook, Oakbrook Terrace, Warrenville, Westmont, Wheaton, Willowbrook, Winfield and Woodridge. The majority of these are mid-aged to older established communities that have reached maturity. Redevelopment of new single-family residences is occurring in Hinsdale, Clarendon Hills and Downers Grove on sites where older residences have been demolished. The overall composition of the area provides most amenities such as adequate employee base, established commercial/residential areas and municipal services, educational facilities, etc. The area hospitals include Good Samaritan, La Grange Community and Hinsdale. Hinsdale has a thriving central business district and the Oak Brook Center and Yorktown Center regional shopping malls are in nearby driving distance.

The major transportation systems include the North-South Tollway (I-355), the Tri-State Tollway (I-294) and the East-West Tollway (I-88). In addition, the Metra Commuter Trains and Pace Buses service Hinsdale.

More specifically, the subject property is located in the southwest section of Hinsdale. The immediate area is approximately 98% built-up with single-family residences of varying architectural designs in the range of 0 to 80+ years. The price range varies from \$350,000 for smaller existing single-family residences to in excess of \$1,500,000 for new custom two story residences. Many of the older, smaller residences have been torn down and redeveloped with large custom single-family residences. The immediate occupancy of the neighborhood consists of professionals, executives and white-collar workers. Maintenance level is good and there were no adverse conditions noted on the date of inspection.

Overall, the community of Hinsdale and the subject neighborhood are stable without any land changes anticipated with the exception of residential development of new single residents on lots that were previously improved with older homes. The strengths of the community include the viable central business district, the good community services, ample shopping, proximity to major transportation systems and the historically strong demand for residential, retail and office properties.

Property Description: The subject property consists of a 60' x 14' x 53' x 10.5 portion of unimproved alley located south and adjoining 740 West Hinsdale Avenue, Hinsdale, Illinois. Based on dimensions obtained from the Sidwell Plat Book, the client and scaling by the appraiser, it has a calculated gross lot area of 575+/- square feet. It is in an R-4, Single Family Residence District which requires a minimum lot area of 10,000 square feet and 70 or 80 feet of street frontage depending on whether the site is an interior or corner parcel. The subject property is not buildable and would be of use only to the adjoining property owner. It is in a zone "X" area of minimal flooding activity per FEMA Map #17043C0187J, dated August 1, 2019.

C.A. Benson & Associates

ESTIMATE OF EXPOSURE TIME:

The subject property is a 575+/- square foot section of an unimproved alley, which can only be sold to the adjoining property owner. As such, estimating a marketing time is futile as a potential sale is reliant on the adjoining property owner's willingness to buy the property. The typical marketing time for area buildable sites and single-family residences is 3 to 9 months.

PERMANENT INDEX NUMBER:

The subject is a section of unimproved alley, which has no permanent index number.

TOTAL 2020 ASSESSED VALUE: Not assessed

THREE-YEAR PROPERTY HISTORY:

According to FIRREA and the Uniform Standards of Professional Practice of the Appraisal Foundation, I am required to report and analyze any sale transactions involving the subject property during the past three years or any listing or pending sale transaction involving the subject property.

The subject is part of an unimproved alley under ownership by the Village of Hinsdale. This appraisal will be used as an estimate of market value for a possible sale of the property.

HIGHEST AND BEST USE ANALYSIS:

The subject consists of a 575+/- square foot portion of unimproved alley. It cannot be developed by itself and has value only to the adjoining property owner. It is my opinion that the highest and best use of the subject property is in conjunction with the adjoining residential property.

SUMMARY OF ANALYSIS AND VALUATION:

As indicated, the Sales Comparison Approach to Value will only be used.

SALES COMPARISON APPROACH TO VALUE AS IMPROVED:

Definition: A set of procedures in which a value indication is derived by comparing the property being appraised to similar properties that have been sold recently, then applying appropriate units of comparison, and making adjustments to the sale prices of the comparables based on the elements of comparison.*

*Source: Page 255, *The Dictionary of Real Estate Appraisal*, Appraisal Institute, Fourth Edition.

C.A. Benson & Associates

SALES COMPARISON APPROACH TO VALUE - Continued

In order to estimate the market value of the subject property by the Sales Comparison Approach, I have analyzed the following sales.

1. **634 West Hinsdale Avenue, Hinsdale** was reported sold in March 2019 for \$219,000. This is a 50 foot by 100 foot parallelogram shaped parcel zoned R-4, containing 5,044 square feet. The sales price was equal to \$43.42 per square foot.
2. **708 West Hinsdale Avenue, Hinsdale** was reported sold in March 2020 for \$320,000. This is a 78 foot by 100 foot parallelogram shaped parcel zoned R-4, containing 7,566 square feet. The sales price was equal to \$42.29 per square foot.
3. **736 West Hinsdale Avenue, Hinsdale** was reported sold in May 2021 for \$320,000. This is a 60 foot by 100 foot parallelogram shaped parcel zoned R-4, containing 5,820 square feet. The sale price was equal to \$54.98 per square foot.
4. **840 South Thurlow Street, Hinsdale** was reported sold in March 2021 for \$385,000. This is a 50 foot by 125 foot rectangular shaped parcel zoned R-4, containing 6,250 square feet. The sale price was equal to \$61.60 per square foot.

Commentary

The above sales were all improved with older smaller single-family residences and the sale prices were reflective of land value with the exception of Comparable Sale 3 which was improved with a 1-story and basement residence that did contribute to value. Sales 1 and 2 transacted from March 2019 to March 2020 under lesser market conditions and were adjusted upward for improving market conditions. Comparable Sales 3 and 4 transacted in 2021 and are reflective of current market conditions. Comparable Sales 1, 2 and 3 are similarly located on Hinsdale Avenue facing the Metra BNSF railroad tracks. Comparable Sale 4 is on a quiet side street and required a large downward location adjustment. Comparable Sale 3 was adjusted downward for the contributory value of its residence. Greatest weight was given to Comparable Sales 1 and 2 in estimating a base lot value of \$44.00 per square foot.

The subject consists of a 575+/- square foot unimproved alley that is not buildable and can only be sold to an adjoining property owner. Historical comparisons of varying size sites indicated that additional rear site area above the standard size lot contributes at a rate of 45% of the base lot value. For this analysis, 45% of the \$44.00 base lot value or \$19.80 per square foot is indicated.

C.A. Benson & Associates

SALES COMPARISON APPROACH TO VALUE - Continued

Based on the above analysis, it is my opinion that \$25.40 per square foot is indicated for the subject property.

575+/- square feet @ \$19.80 per square foot = \$11,385

INDICATED VALUE BY THE SALES COMPARISON APPROACH: \$11,500 (rd.)

COMMENT AND FINAL VALUE CONCLUSION:

Based on the sales data analyzed in this report, it is my opinion that the "as-is" fee simple market value of the subject property as of May 24, 2021 was

<p>ELEVEN-THOUSAND FIVE-HUNDRED DOLLARS (\$11,500)</p>
--

Respectfully submitted,

C.A. BENSON & ASSOCIATES



Charles A. Benson, Jr., SRA
Illinois State Certified General Real Estate Appraiser
License #553.000387 (Exp. 9/30/21)

C.A. Benson & Associates

ASSUMPTIONS AND LIMITING CONDITIONS

1. This Appraisal Report is intended to comply with the reporting requirements set forth under Standard Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice. It might not include full discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning and analyses is retained in the appraiser's file. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. The appraiser is not responsible for unauthorized use of this report.
2. No responsibility is assumed for legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated in this report.
3. The property is appraised free and clear of any or all liens and encumbrances unless otherwise stated in this report.
4. Responsible ownership and competent property management are assumed unless otherwise stated in this report.
5. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.
6. All engineering is assumed to be correct. Any plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
7. It is assumed that there are no hidden or unapparent conditions of the property, subsoil or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
8. It is assumed that there is full compliance with all applicable federal, state and local environmental regulations and laws unless otherwise stated in this report.
9. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a non-conformity has been stated, defined and considered in this appraisal report.
10. It is assumed that all required licenses, certificates of occupancy or other legislative or administrative authority from any local, state or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained in this report are based.
11. Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in this report are provided for reader reference purposes only. No guarantee as to accuracy is expressed or implied unless otherwise stated in this report. No survey has been made for the purpose of this report.

C.A. Benson & Associates

ASSUMPTIONS AND LIMITING CONDITIONS - Continued

12. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless otherwise stated in this report.

13. The appraiser is not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraiser that might suggest the possibility of the presence of such substances should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The appraiser's value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions or for any expertise or engineering knowledge required to discover them. The appraiser's descriptions and resulting comments are the result of the routine observations made during the appraisal process.

14. Unless otherwise stated in this report, the subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the Americans with Disabilities Act. The presence of architectural and communications barriers that are structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability or utility.

15. Any proposed improvements are assumed to be completed in a good workmanlike manner in accordance with the submitted plans and specifications.

16. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.

17. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event, only with proper written qualification and only in its entirety.

18. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news sales, or other media without prior written consent and approval of the appraiser.

C.A. Benson & Associates

CERTIFICATION

I certify that, to the best of my knowledge and belief...

- the statements of fact contained in this report are true and correct.
- the reported analyses, opinion, and conclusions are limited only by the reported assumptions and limiting conditions, are my personal, impartial, and unbiased professional analyses.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- my engagement in this assignment was not contingent upon developing or reporting predetermined results.
- my compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- my analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the *Uniform Standards of Professional Appraisal Practice*.
- I have made a personal inspection of the property that is the subject of this report.
- no one provided significant professional assistance to the person signing this certification.
- the reported analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
- the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- as of the date of this report, I, Charles A. Benson, Jr., have completed the requirements under the Continuing Education Program of the Appraisal Institute.



Charles A. Benson, Jr., SRA
Illinois State Certified General Real Estate Appraiser
License #553.000387 (Exp. 9/30/21)

C.A. Benson & Associates

QUALIFICATIONS OF CHARLES A. BENSON, JR.

EDUCATION

University of Wisconsin, Madison, B.B.A., 1974
Majored in Real Estate and Urban Land Economics

APPRAISAL COURSES SUCCESSFULLY COMPLETED

S.R.E.A. Courses 101 (1972), 201 (1976), 202 (1989)
A.I.R.E.A. Course VIII (1978)
Standards of Professional Practice - Parts A & B, Appraisal Institute 1998
USPAP Update – 2020-2021

SEMINARS

Residential Design and Functional Utility; Subdivision Analysis; Rates, Ratios & Reasonableness; Valuation Under Federal Lending Regulations; Appraisal of Retail Properties; Industrial Valuation: Conditions of the Chicago Real Estate Market, 2012; Fair Lending and the Appraiser; Valuation of Detrimental Conditions in Real Estate; Partial Interest Valuation – Undivided; Forecasting Revenue; Illinois Appraiser's Update – 2004 thru 2020; Professionals Guide to the Uniform Residential Appraisal Report; Appraisal Challenges: Declining Markets and Sales Concessions; The Discounted Cash Flow Model: Concepts, Issues and Applications and Online Comparative Analysis.

EXPERIENCE

Actively engaged in the real estate appraisal business since 1975; has made appraisal of thousands of properties of various types including single family residences, apartment buildings, commercial, industrial, special use properties and vacant land.

CLIENTS

Appraisal clients include: Inland Bank, American Metro Bank, FNBC - LaGrange, Town Center Bank, Cathay Bank, Pacific Global Bank, Spectrum Business Resources, LLC, United Trust Bank, The Village of Hinsdale, attorneys, individuals, corporations and others.

Qualified as an expert witness for the Circuit Court of Cook County and the Circuit Court of DuPage County.

AFFILIATIONS

- The Appraisal Institute - Received SRA designation in April 1988.
- Holds State of Illinois Real Estate Managing Broker's License #471.011778.
- Member of the Mainstreet Organization of Realtors.
- State Certified General Real Estate Appraiser, State of Illinois, License No. 553.000387.

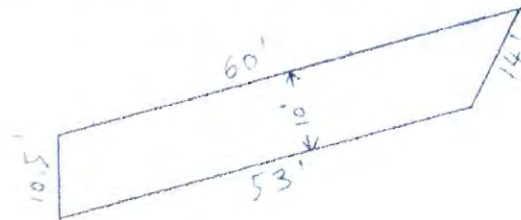
C.A. Benson & Associates

A D D E N D U M

Site Diagram and Dimensions

C.A. Benson & Associates

Alley vacation request:
south of 740 W. Hinsdale



Public Services &
Engineering

AGENDA SECTION: Consent Agenda
SUBJECT: Award Contract Renewal for Street Sweeping Services
MEETING DATE: August 10, 2021
FROM: Rich Roehn, Superintendent of Public Services
Garrett Hummel, Administrative Analyst

Recommended Motion

Award year two of contract #1672 for street sweeping services to Lake Shore Recycling Systems not to exceed the budgeted amount of \$60,750.

Background

In July of 2020, sealed bids were solicited for street sweeping services on a three-year term. Unit pricing was requested from vendors. Lake Shore Recycling Systems provided the lowest bid at a price of \$60,750.

Discussion & Recommendation

Contract #1672 includes services for straight time (daily hourly sweeping), complete Village sweeps, and Central Business District sweeping. The complete Village sweep includes two (2) in the fall and one (1) in the spring. The Public Services Department is recommending that the Village Board approve the renewal of contract #1672 with Lake Shore Recycling Systems in the amount not to exceed \$60,750.

Budget Impact

Included in the Public Services Department budget (4200:7253) is \$60,750 for Village street sweeping services. Public Services staff will utilize street sweeping services at the bid award per-unit pricing not to exceed the budgeted amount of \$60,750.

Village Board and/or Committee Action

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

Documents Attached

1. Lake Shore Recycling Systems Bid Proposal

EXHIBIT C

To The Honorable President and Board of Trustees
Village Hall
19 E. Chicago Avenue
Hinsdale, Illinois 60521

**VILLAGE OF HINSDALE, ILLINOIS STREET SWEEPING BID #1672 -
BIDDER'S PROPOSAL**

Full Name of Bidder	<u>Lakeshore Recycling Systems LLC, CleanSweep Division</u>
Main Business Address	<u>6132 Oakton Street, Morton Grove, IL 60053</u>
Phone	<u>833/222-2260 or 630/377-7000 options 1 and 3</u>
Fax	<u>773/685-6043</u>
Email	<u>CleansWeep@lrsrecycles.com</u>

The undersigned, as bidder, declares that the only person or parties interested in this Proposal as principals are those named herein; that this Proposal is made without collusion with any other person, firm, or corporation; that he has carefully examined the locations of the proposed work, the proposed forms of Agreement, the Contract Specifications for the above designated work, and he proposes and agrees if this Proposal is accepted that he will contract with the Village of Hinsdale in the form of the copy of the Agreement included in these contract documents to provide all necessary machinery, tools, apparatus and other means of work, including utility and transportation services necessary to do all the work and furnish all the materials and equipment in the manner and time herein prescribed; and according to the Certificates of Insurance specified, and to do all other things required of the Contractor by the Contract documents; and that he will take in full payment therefore the sums set forth in the following Bidding Schedule. If this proposal is accepted and the undersigned shall fail to contract as aforesaid within fifteen (15) days of the date of the award of contract, and to give all certificates of insurance as required, the Village of Hinsdale, shall at its option, determine that the bidder has abandoned this contract and thereupon this proposal and acceptance thereof shall be null and void.

Date July 6, 2020

Lakeshore Recycling Systems LLC, CleanSweep Division

Contractor

6132 Oakton Street

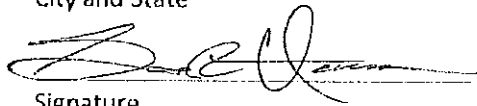
Address

Morton Grove, IL 60053

City and State

ATTEST

By



Signature

CleanSweep Operations Manager

Title



CONTRACT PRICE

Schedule of Prices Unit Price Contract

For providing, performing and completing all work, the sum of the products resulting from multiplying the number of acceptable units of Unit Price Items listed below incorporated in the Work by the Unit Price set forth below for such Unit Price Item. The quantities listed in the Schedule of Prices are an estimate only for the purposes of securing unit prices. The Village reserves the right to add or subtract work based on its annual appropriation for these services.

Complete Tables as Indicated:

*Item #2 to be completed within 2 weeks of scheduled start date for each of the three full town sweeps included in this contract. A minimum of 3 street sweeper units per day is required for the full town sweeps.

**Item #3 to be completed between the hours of 5:00 A.M. to 7:00 A.M. on designated days.

Project Name: Village of Hinsdale Street Sweeping

Bid Number: 1672

Year One

Item Number	Description	Unit	Bid Comparison Quantity	Unit Price Bid	Extended Total
1	Street sweeping, straight line, special events	Hours	150	\$115	\$17,250.00
2*	Street sweeping, Village sweep	Per Circuit	3	\$8,750	\$26,250.00
3**	Street sweeping Central Business District	Hours	150	\$115	\$17,250.00
Extended Total					\$60,750.00

Year Two

Item Number	Description	Unit	Bid Comparison Quantity	Unit Price Bid	Extended Total
1	Street sweeping, straight line, special events	Hours	150	\$117.30	\$17,595.00
2*	Street sweeping, Village sweep	Per Circuit	3	\$8.925	\$26,775.00
3**	Street sweeping Central Business District	Hours	150	\$117.30	\$17,595.00
Extended Total					\$61,965.00

Year Three

Item Number	Description	Unit	Bid Comparison Quantity	Unit Price Bid	Extended Total
1	Street sweeping, straight line, special events	Hours	150	\$119.64	\$17,946.00
2*	Street sweeping, Village sweep	Per Circuit	3	\$9,103.50	\$27,310.50
3**	Street sweeping Central Business District	Hours	150	\$119.64	\$17,946.00
Extended Total					\$63,202.50

TOTAL CONTRACT PRICE:

One hundred eighty-five thousand, nine hundred seventeen Dollars and Fifty Cents
 (in writing) (in writing)

\$185,917 Dollars and 50 Cents
 (in figures) (in figures)

AGENDA SECTION: Second Reading – ACA

SUBJECT: Ordinance Amending Water Rates including the implementation of a bimonthly Infrastructure Maintenance and Improvement Fee (IMIF) for the purpose of funding water and sewer infrastructure projects

MEETING DATE: August 10, 2021

FROM: Andrea Lamberg, Finance Director

Recommended Motion

Approve an Ordinance Amending Subsection 7-4B-2(A) of the Village Code of Hinsdale Regarding Water Rates.

Background

As was discussed at the March 16, 2021 Committee of the Whole meeting, water rates were last adjusted in 2015. There is a need to adjust water rates to provide a stable, dedicated revenue source and reserve for infrastructure maintenance and improvements. At the March meeting, staff proposed increasing the variable water rate and incorporating a fixed fee dedicated to infrastructure projects.

Since the March meeting staff, in conjunction with our independent consultant Dave Vannorsdel, culled historical usage data. With this data staff, along with Trustee Posthuma and Finance Commissioners Chris Elder and Rob D'Arco, considered many possible rate structures. This comprehensive review and analysis resulted in a revised proposal.

Key aspects of the proposed rate amendment

One unit represents 100 centum cubic feet (ccf) of water.

- * Eliminate minimum bi-monthly charge of \$27.52 for up to 3 units.
- * Implement a \$15.00 bi-monthly fee dedicated to infrastructure maintenance and improvements.
- * Decrease the residential variable water rate from \$8.25 per unit to \$8.00 per unit.
Residential rate applies to usage up to 100 units per bi-monthly bill cycle.
- * No change to the non-resident or hospital rate.
Non-resident rate remains at \$10.31 per unit
Hospital rate remains at \$12.38 per unit
- * Implement a premium rate of \$12.38 for usage over 100 units per bi-monthly bill cycle.

The attached ordinance has been prepared for Village Board consideration.

Impact to customer

A typical household of four uses 30 units of water per bi-monthly bill cycle. Under the current rate structure, the resulting bill is \$287.85. Under the proposed rate structure, the resulting bi-monthly bill is \$291.00. This is an increase of \$1.58 per month, which is a 1% increase. This increase is inclusive of the new \$15.00 bi-monthly fee for infrastructure maintenance and improvements.

Discussion & Recommendation

Village staff recommends approval of the Amendment of Ordinance Subsection 7-4B-2(A) Regarding Water Rates.

Budget Impact

The proposed rate adjustment is expected to generate an additional \$750,000 in annual revenue. Of this amount, approximately \$530,000 comes from the fixed fee whose revenue will be dedicated to infrastructure maintenance and improvements. The remaining \$220,000 comes from the premium rate for high volume usage over 100 units per billing cycle.

The estimated increase in revenue for the current fiscal year is \$185,000.

Village Board and/or Committee Action

At the March 16, 2021 Committee of the Whole meeting, water rate structures were discussed. The Trustees requested that staff run additional scenarios. Staff conducted additional analysis and ran various additional scenarios as requested.

Following discussion at their meeting of July 13, 2021, the Board agreed to move this item forward for a second reading at their next meeting.

Documents Attached

1. Ordinance

VILLAGE OF HINSDALE

ORDINANCE NO. _____

AN ORDINANCE AMENDING VARIOUS SECTIONS OF THE HINSDALE VILLAGE CODE RELATIVE TO FEES FOR WATER SERVICE AND IMPOSING A WATER AND SEWER SYSTEM INFRASTRUCTURE MAINTENANCE FEE

WHEREAS, the Village of Hinsdale (the "Village") is an Illinois non-home rule municipality, having all of the powers and authority granted to such municipalities pursuant to law; and

WHEREAS, within its corporate boundaries, the Village operates and maintains a water distribution system for the purpose of supplying potable water to its residents, businesses and property owners;

WHEREAS, within its corporate boundaries, the Village also operates and maintains a sewerage system for the purpose of collecting sewage from its residents, businesses and property owners;

WHEREAS, the President and Board of Trustees of the Village of Hinsdale find and determine that certain revisions to the existing provisions of Section 7-4B-2 (Water Rates) to make changes to the water rate structure, and the addition of a new Section 7-4B-7 (Water and Sewer System Infrastructure Maintenance Fee), to add a reasonable bi-monthly water and sewerage system infrastructure maintenance fee, all as set forth below, are necessary to maintain the continued viability of the water and sewerage systems, and are in the best interests of the residents, businesses and property owners of the Village.

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

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

SECTION 2: Section 7-4B-2 (Water Rates) in Title 7 (Public Ways and Property), Chapter 4 (Waterworks and Sewerage System) of the Village Code of Hinsdale is revised to read in its entirety as follows:

7-4B-2: WATER RATES:

Water Rates: The following rates shall be paid for water service for meters read on or after September 1, 2021, and thereafter as follows:

A. Water Customers Located Within the Village:

1. \$8.00 bimonthly rate for each 100 cubic feet up to 10,000 cubic feet per bimonthly billing cycle; and
2. \$12.38 bimonthly rate for each 100 cubic feet over 10,000 cubic feet per bimonthly billing cycle.

B. Water Customers Not Located Within The Village: Water customers not located within the corporate limits of the village of Hinsdale shall pay a \$10.31 bimonthly rate for each 100 cubic feet up to 10,000 cubic feet, and a \$12.38 bimonthly rate for each 100 cubic feet over 10,000 cubic feet per bimonthly billing cycle.

C. Large Water Customers: A water customer whose aggregate annual water usage exceeds two million (2,000,000) cubic feet for all accounts in said customer's name shall be subject to a rate of \$12.38 per 100 cubic feet per bimonthly billing cycle.

D. Minimum charge: none.

E. Late Payment Penalty: any bill which remains unpaid after the due date stated on the water bill, which is approximately thirty (30) days after the date of mailing, shall be considered delinquent, and a penalty of five percent (5%) of the unpaid balance shall be added.

F. Utility Tax: The charges above include the five percent (5%) village utility tax.

~~A. Water Sold: The following rates shall be paid for water service for meters read on or about June 1, 1991, and thereafter:~~

~~— WATER RATES~~

~~— Bimonthly minimum charges for bimonthly usage in excess of 300 cubic feet for each 1,000 cubic feet:~~

\$27.52	(net)
29.01	(gross)

~~— Bimonthly charges rates:~~

\$82.51	(net)
86.83	(gross)

~~— 1. Minimum Charges: The minimum charges include only the first three hundred (300) cubic feet per month.~~

- ~~2. Gross Rate: Gross rate applies after the due date stated on the water bill, which is approximately thirty (30) days after the date of mailing.~~
- ~~3. Utility Tax: The charges above include the five percent (5%) village utility tax.~~
- ~~4. Water Customers Not Located Within The Village: Water customers not located within the corporate limits of the village of Hinsdale shall be subject to a nonresident surcharge of twenty five percent (25%) upon all water use charges.~~
- ~~5. Large Water Customers: A water customer whose aggregate annual water usage exceeds two million (2,000,000) cubic feet for all accounts in said customer's name shall be subject to a large user surcharge of fifty percent (50%). (Ord. O2015-03, 2-3-2015)~~
- ~~B. Special Rates For Air Conditioning And Refrigeration Systems: In addition to the rates charged for water under the provisions of this chapter, all premises which have installed an air conditioning or refrigeration system as defined under article H of this chapter without approved water conservation devices shall be charged an additional water rate per billing cycle equal to the minimum bimonthly water rate set forth in subsection A of this section. (Ord. O2003-10, 4-15-2003)~~

SECTION 3: A new section 7-4B-7 (Water and Sewer System Infrastructure Maintenance Fee) is added to Title 7 (Public Ways and Property), Chapter 4 (Waterworks and Sewerage System) of the Village Code of Hinsdale to read in its entirety as follows:

7-4B-7: WATER AND SEWER SYSTEM INFRASTRUCTURE MAINTENANCE FEE:

Bimonthly Water and Sewer System Infrastructure Maintenance Fee: On a bimonthly basis, a water and sewer system infrastructure maintenance fee of fifteen dollars (\$15.00) shall be imposed, in addition to the rates otherwise specified herein, and regardless of the amount of water consumed on the premises.

SECTION 4: 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 5: Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law.

PASSED this _____ day of _____ 2021.

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

REQUEST FOR BOARD ACTION
Finance

AGENDA SECTION: Second Reading – ACA

SUBJECT: Management Letter, Comprehensive Annual Financial Report, and Single Audit

MEETING DATE: August 10, 2020

FROM: Andrea Lamberg, Finance Director

Recommended Motion

Accept the Village's Management Letter, Comprehensive Annual Financial Report and Single Audit for the Fiscal Year Ended December 31, 2020.

Background

Village staff requests that the Village Board approve the Management Letter, Comprehensive Annual Financial Report, and Single Audit for the Fiscal Year Ended December 31, 2020.

The audits were conducted by the CPA firm of Sikich, LLP of Naperville. Prior to publication of the audits, President Cauley, ACA Chairman Posthuma, and Village Manager Gargano were provided with opportunities to review and comment on draft reports.

The auditors provided unmodified, or "clean", audit opinions. No material misstatements, deficiencies in internal control, or unusual items were encountered during the audits.

An additional audit, a Single Audit, was required this year. A Single Audit is required when a non-federal entity expends \$750,000 or more of federal awards in their fiscal year. The purpose of a Single Audit is to allow the auditor the ability to express an opinion on the Village's compliance with the requirements of applicable federal programs.

The Village intends to submit the Comprehensive Annual Financial Report to the Government Finance Officers Association for their consideration for a Certificate of Achievement for Excellence in Financial Reporting, which the Village has received for 27 consecutive years.

Discussion & Recommendation

Village staff recommends approval of the Management Letter, Comprehensive Annual Financial Report, and Single Audit.

Budget Impact

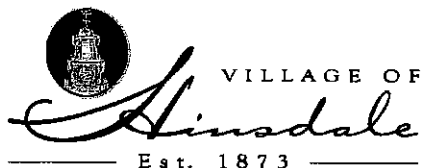
N/A

Village Board and/or Committee Action

Following discussion at their meeting of July 13, 2021, the Board agreed to move this forward for a second reading.

Documents Attached

- Electronic copies of the reports were emailed to the Village Board. Bound copies were distributed prior to the first reading of this item.



8c

MEMORANDUM

DATE: August 4, 2021
TO: Village President Cauley and Board of Trustees
FROM: Andrea Lamberg, Finance Director
CC: Kathleen Gargano, Village Manager
RE: August 10, 2021 Bond Sale

As previously discussed, a bond sale is scheduled on August 10, 2021 to refund 2012 bonds for savings. Standard and Poor's affirmed a AAA rating with a stable outlook for this bond sale.

The remaining coupon rate on the existing bond issue ranges from 2.35% to 3.35%. The estimated coupon rate for the refunding ranges from 2.00% to 2.50%. This rate variation will result in an estimated net present value (NPV) savings of \$154,8775, which is 5.004%.

Results from the bond sale will be brought to the Board of Trustees meeting.

AGENDA SECTION: Second Reading – ACA

SUBJECT: Ordinance authorizing issuance of Series 2021 bonds and related issuance costs.

MEETING DATE: August 10, 2021

FROM: Andrea Lamberg, Finance Director

Recommended Motion

Approve an ordinance authorizing and providing for the issuance of approximately \$3,095,000 General Obligation Bonds (Sales Tax Alternate Revenue Source), Series 2021, for the purpose of refunding certain alternate bonds of the Village, providing for the pledge of certain revenues to the payment of said bonds and the levy and collection of taxes to pay said bonds if the pledged revenues are insufficient to make such payment and authorizing the sale of said bonds to the purchaser thereof.

Background

The Village issued Series 2012A Bonds in the amount of \$5,000,000 for public infrastructure projects. The bonds have ten years remaining. There is an opportunity to refund the bonds at a lower rate for savings.

The Government Finance Officers Association (GFOA) current best practices state that debt policies should include net present value savings targets. Suggested targets for bonds with nine or more years to maturity are net present value savings of at least 4%, or \$100,000.

The estimated net present value savings in the proposed bond sale is \$154,875, which is 5.004%. This is the net savings after paying all costs associated with the issuance of the bonds. The term of the new issuance does not extend the life of the debt, it only reduces the remaining debt payments from \$3.6 million to \$3.4 million.

Discussion & Recommendation

Attached is the authorizing bond ordinance prepared by the Village's bond counsel, Chapman and Cutler. Also attached is the preliminary timetable. It is staff's recommendation to approve the ordinance in order to achieve savings over the remaining life of the bonds.

Budget Impact

Remaining bond payments will decrease between \$13,263 and \$17,450 annually.

Village Board and/or Committee Action

At their meeting of July 13, the Board agreed to move this forward for a second reading at their next meeting. It was noted that the bond sale is scheduled for August 10, 2021.

Documents Attached

1. Series 2021 Ordinance
2. Series 2021 Timetable

ORDINANCE NUMBER _____

AN ORDINANCE authorizing and providing for the issuance of \$_____ General Obligation Refunding Bonds (Sales Tax Alternate Revenue Source), Series 2021, of the Village of Hinsdale, DuPage and Cook Counties, Illinois, for the purpose of refunding certain outstanding alternate bonds of said Village, providing for the pledge of certain revenues to the payment of principal and interest on said bonds and the levy and collection of a direct annual tax sufficient to pay the principal and interest on said bonds if the pledged revenues are insufficient to make such payment and authorizing the sale of said bonds to the purchaser thereof.

WHEREAS, the Village of Hinsdale, DuPage and Cook Counties, Illinois (the "*Village*"), is a duly organized and existing municipality incorporated and existing under the provisions of the laws of the State of Illinois, and is now operating under the provisions of the Illinois Municipal Code, as amended; and

WHEREAS, the Village has heretofore issued and there are now outstanding Taxable General Obligation Bonds (Alternate Revenue Source), Series 2012A, of the Village (the "*Prior Bonds*"); and

WHEREAS, for the amounts and maturities of the Prior Bonds to be refunded (the "*Refunded Bonds*"), interest rates are now more favorable in the market for tax-exempt municipal bonds than they were at the time the Prior Bonds were issued; and it is possible to refund the Refunded Bonds to realize debt service savings; and

WHEREAS, the Refunded Bonds shall be fully described in the Bond Notification (as hereinafter defined) and are presently outstanding and unpaid and are binding and subsisting legal obligations of the Village; and

WHEREAS, the President and Board of Trustees of the Village (the "*Board*") has heretofore determined and does hereby determine that it is necessary, desirable and in the best interest of the residents of the Village to borrow an amount of \$_____ to refund the

Refunded Bonds for the purpose of realizing such net debt service savings interest cost savings (the "*Refunding*"); and

WHEREAS, the alternate bonds to be issued hereunder (the "*Bonds*") will be payable from collections distributed to the Village from those taxes imposed by the State of Illinois (the "*State*") pursuant to the Use Tax Act, the Service Use Tax Act, the Service Occupation Tax Act, the Retailers' Occupation Tax Act, the Non-Home Rule Municipal Retailers' Occupation Tax Act and the Non-Home Rule Municipal Service Occupation Tax Act, each as supplemented and amended from time to time, or substitute taxes therefor as provided by the State in the future (the "*Pledged Revenues*") and, to the extent the Pledged Revenues are insufficient to pay the said alternate bonds, will be payable from ad valorem property taxes upon all taxable property in the Village without limitation as to rate or amount (the "*Pledged Taxes*"); and

WHEREAS, the Pledged Revenues will be pledged to the Bonds on a parity with the Village's outstanding General Obligation Bonds (Alternate Revenue Source), Series 2014B (the "*2014B Alternate Bonds*"), General Obligation Bonds (Sales Tax Alternate Revenue Source), Series 2017A (the "*2017A Alternate Bonds*"), and General Obligation Bonds (Sales Tax Alternate Revenue Source), Series 2018A (the "*2018A Alternate Bonds*"); and

WHEREAS, Section 15 of the Local Government Debt Reform Act of the State of Illinois, as amended (the "*Debt Reform Act*"), provides that alternate bonds may be issued to refund other alternate bonds without meeting any of the requirements set forth in Section 15 of the Debt Reform Act, except that the term of the refunding bonds shall not be longer than the term of the bonds being refunded and that the debt service payable in any year on the refunding bonds shall not exceed the debt service payable in such year on the bonds being refunded; and

WHEREAS, the Board does hereby determine that the term of the proposed bonds to refund the Refunded Bonds is not longer than the term of the Refunded Bonds and that the debt

service payable in any year on the proposed bonds does not exceed the debt service payable in such year on the Refunded Bonds; and

WHEREAS, the Property Tax Extension Limitation Law of the State of Illinois, as amended (the "*Limitation Law*"), imposes certain limitations on the "aggregate extension" of certain property taxes levied by the Village, but provides that the definition of "aggregate extension" contained in Section 18-185 of the Limitation Law does not include "extensions made for payments of principal and interest on bonds issued under Section 15 of the Local Government Debt Reform Act"; and

WHEREAS, the Board does hereby find and determine that the bonds proposed to be issued hereunder are being issued pursuant to Section 15 of the Debt Reform Act; and

WHEREAS, the County Clerks of The Counties of DuPage and Cook, Illinois (the "*County Clerks*"), is therefore authorized to extend and collect said direct annual ad valorem tax so levied for the payment of said bonds, as alternate bonds, without limitation as to rate or amount; and

WHEREAS, in accordance with the terms of the Prior Bonds, the Refunded Bonds may be called for redemption in advance of their maturity, and the Board has further determined that it is necessary and desirable to make such call for redemption of the Refunded Bonds on their earliest possible call date, and provide for the giving of proper notice to the registered owners of the Refunded Bonds:

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

Section 1. Incorporation of Preambles. The Board hereby finds that the recitals contained in the preambles to this Ordinance are true and correct and does incorporate them into this Ordinance by this reference, and such finding shall be incontestable under the Debt Reform Act as therein provided.

Section 2. Determination to Issue Bonds. It is necessary and in the best interest of the Village for the Village to undertake the Refunding and to issue alternate bonds to enable the Village to pay the costs thereof.

Section 3. Authorization. It is hereby found and determined that the Board has been authorized by law to borrow an amount of \$_____ upon the credit of the Village and as evidence of such indebtedness to issue the alternate bonds of the Village to said amount, the proceeds of said bonds to be used for the Refunding, and that it is necessary to borrow \$_____ of said authorized sum and issue said alternate bonds in evidence thereof for purposes of paying costs of the Refunding, and that it is necessary and for the best interests of the Village that there be issued an amount of \$_____ of the bonds so authorized.

Section 4. Bond Details. For the purpose of providing for the payment of the costs of the Refunding, there shall be issued and sold the Bonds in the principal amount of \$_____. The Bonds shall each be designated "General Obligation Refunding Bond (Sales Tax Alternate Revenue Source), Series 2021," and be dated August 25, 2021 (the "*Dated Date*"), and shall also bear the date of authentication thereof. The Bonds shall be in fully registered form, shall be in denominations of \$5,000 or authorized integral multiples thereof (but no single Bond shall represent principal maturing on more than one date), as shall be numbered 1 and upward, and shall become due and payable serially (without option of prior redemption) on December 15 of the years and in the amounts and shall bear interest at the rates percent per annum as follows:

YEAR	AMOUNT (\$)	RATE (%)
2021		
2022		
2023		
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		

The Bonds shall bear interest from their date or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of the Bonds is paid, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable on June 15 and December 15 of each year, commencing on December 15, 2021.

Interest on each Bond shall be paid by check or draft of Amalgamated Bank of Chicago, Chicago, Illinois, as bond registrar and paying agent (the “*Bond Registrar*”), payable upon presentation thereof in lawful money of the United States of America, to the person in whose name such Bond is registered at the close of business on the 1st day of the month of the interest payment date. The principal of the Bonds shall be payable in lawful money of the United States of America upon presentation thereof at the principal corporate trust office of the Bond Registrar.

Section 5. Mandatory Redemption. The Bonds due on December 15, 20__, shall be subject to mandatory redemption, in integral multiples of \$5,000 selected by lot by the Bond Registrar, at a redemption price of par plus accrued interest to the redemption date, on December 15 of the years and in the principal amounts as follows:

YEAR	PRINCIPAL AMOUNT
20__	\$
20__	
20__	
20__	(stated maturity)

On or prior to the 60th day preceding any mandatory redemption date, the Bond Registrar may, and if directed by the Board shall, purchase Bonds required to be retired on such mandatory redemption date. Any such Bonds so purchased shall be cancelled and the principal amount thereof shall be credited against the mandatory redemption required on such next mandatory redemption date.

The Bonds shall be redeemed only in the principal amount of \$5,000 and integral multiples thereof. For purposes of any redemption of less than all of the outstanding Bonds of a single maturity, the particular Bonds or portions of Bonds to be redeemed shall be selected by lot by the Bond Registrar from the Bonds of such maturity by such method of lottery as the Bond Registrar shall deem fair and appropriate; *provided* that such lottery shall provide for the selection for redemption of Bonds or portions thereof so that any \$5,000 Bond or \$5,000 portion of a Bond shall be as likely to be called for redemption as any other such \$5,000 Bond or \$5,000 portion. The Bond Registrar shall make such selection upon the earlier of the irrevocable deposit of funds with an escrow agent sufficient to pay the redemption price of the Bonds to be redeemed or the time of the giving of official notice of redemption.

The Bond Registrar shall promptly notify the Village in writing of the Bonds or portions of Bonds selected for redemption and, in the case of any Bond selected for partial redemption, the principal amount thereof to be redeemed.

Section 6. Redemption Procedure. Unless waived by any holder of Bonds to be redeemed, notice of the call for any such redemption shall be given by the Bond Registrar on behalf of the Village by mailing the redemption notice by first class mail at least thirty (30) days

and not more than sixty (60) days prior to the date fixed for redemption to the registered owner of the Bond or Bonds to be redeemed at the address shown on the books of the Village kept by the Bond Registrar to evidence the registration and transfer of the Bonds (the "*Bond Register*") or at such other address as is furnished in writing by such registered owner to the Bond Registrar.

All notices of redemption shall state:

- (1) the redemption date,
- (2) the redemption price,
- (3) if less than all outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed,
- (4) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date,
- (5) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the designated office of the Bond Registrar, and
- (6) such other information then required by custom, practice or industry standard.

Prior to any redemption date, the Village shall deposit with the Bond Registrar an amount of money sufficient to pay the redemption price of all the Bonds or portions of Bonds which are to be redeemed on that date.

Notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the Village shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Bond Registrar at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for

any partial redemption of any Bond, there shall be prepared for the registered holder a new Bond or Bonds of the same maturity in the amount of the unpaid principal.

If any Bond or portion of Bond called for redemption shall not be so paid upon surrender thereof for redemption, the principal shall, until paid, bear interest from the redemption date at the rate borne by the Bond or portion of Bond so called for redemption. All Bonds which have been redeemed shall be cancelled and destroyed by the Bond Registrar and shall not be reissued.

Section 7. Execution; Authentication. The Bonds shall be executed on behalf of the Village with the manual or facsimile signature of the President of the Village (the "*President*") and attested with the manual or facsimile signature of the Village Clerk of the Village (the "*Village Clerk*"), as they may determine, and shall have impressed or imprinted thereon the corporate seal or facsimile thereof of the Village. In case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

All Bonds shall have thereon a certificate of authentication substantially in the form hereinafter set forth duly executed by the Bond Registrar as authenticating agent of the Village and showing the date of authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until such certificate of authentication shall have been duly executed by the Bond Registrar by manual signature, and such certificate of authentication upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Ordinance. The certificate of authentication on any Bond shall be deemed to have been executed by it if signed by an authorized officer of the Bond Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder.

Section 8. Registration of Bonds; Persons Treated as Owners; Global Book-Entry System. (a) *General.* The Village shall cause books for the registration and for the transfer of the Bonds as provided in this Ordinance to be kept at the designated office of the Bond Registrar, which is hereby constituted and appointed the registrar of the Village for this issue. The Village is authorized to prepare, and the Bond Registrar shall keep custody of, multiple Bond blanks executed by the Village for use in the transfer and exchange of Bonds.

Upon surrender for transfer of any Bond at the designated office of the Bond Registrar, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Bond Registrar and duly executed by the registered owner or his or her attorney duly authorized in writing, the Village shall execute and the Bond Registrar shall authenticate, date and deliver in the name of the transferee or transferees a new fully registered Bond or Bonds of the same maturity of authorized denominations, for a like aggregate principal amount. Any fully registered Bond or Bonds may be exchanged at said office of the Bond Registrar for a like aggregate principal amount of Bond or Bonds of the same maturity of other authorized denominations. The execution by the Village of any fully registered Bond shall constitute full and due authorization of such Bond and the Bond Registrar shall thereby be authorized to authenticate, date and deliver such Bond; *provided, however*, the principal amount of outstanding Bonds of each maturity authenticated by the Bond Registrar shall not exceed the authorized principal amount of Bonds for such maturity less previous retirements.

The Bond Registrar shall not be required to transfer or exchange any Bond during the period from the close of business on the 1st day of the month of any interest payment date on the Bonds and ending at the opening of business on such interest payment date[, nor to transfer or exchange any Bond after notice calling such Bond for redemption has been mailed, nor during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Bonds].

The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on any Bond shall be made only to or upon the order of the registered owner thereof or his or her legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

No service charge shall be made for any transfer or exchange of Bonds, but the Village or the Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds[, except in the case of the issuance of a Bond or Bonds for the unredeemed portion of a Bond surrendered for redemption].

(b) *Global Book-Entry System.* The Bonds shall be initially issued in the form of a separate single fully registered Bond for each of the maturities of the Bonds determined as described in Section 4 hereof. If so requested by the hereinafter defined Purchaser, upon initial issuance, the ownership of each such Bond shall be registered in the Bond Register in the name of Cede & Co., or any successor thereto ("*Cede*"), as nominee of The Depository Trust Company, New York, New York, and its successors and assigns ("*DTC*"). In such event, all of the outstanding Bonds shall be registered in the Bond Register in the name of Cede, as nominee of DTC, except as hereinafter provided. The President, Village Clerk, Treasurer and Village Administrator of the Village (the "*Village Administrator*") and the Bond Registrar are each authorized to execute and deliver, on behalf of the Village, such letters to or agreements with DTC as shall be necessary to effectuate such book-entry system (any such letter or agreement being referred to herein as the "*Representation Letter*"), which Representation Letter may provide for the payment of principal of or interest on the Bonds by wire transfer.

With respect to Bonds registered in the Bond Register in the name of Cede, as nominee of DTC, the Village and the Bond Registrar shall have no responsibility or obligation to any

broker-dealer, bank or other financial institution for which DTC holds Bonds from time to time as securities depository (each such broker-dealer, bank or other financial institution being referred to herein as a "*DTC Participant*") or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the Village and the Bond Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any amount with respect to the principal of or interest on the Bonds. The Village and the Bond Registrar may treat and consider the person in whose name each Bond is registered in the Bond Register as the holder and absolute owner of such Bond for the purpose of payment of principal and interest with respect to such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Bond Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the respective registered owners of the Bonds, as shown in the Bond Register, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Village's obligations with respect to payment of the principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner of a Bond as shown in the Bond Register, shall receive a Bond evidencing the obligation of the Village to make payments of principal and interest with respect to any Bond. Upon delivery by DTC to the Bond Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede, and subject to the provisions in Section 4 hereof with respect to

the payment of interest to the registered owners of Bonds at the close of business on the 1st day of the month of any interest payment date, the name "Cede" in this Ordinance shall refer to such new nominee of DTC.

In the event that (i) the Village determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, (ii) the agreement among the Village, the Bond Registrar and DTC evidenced by the Representation Letter shall be terminated for any reason or (iii) the Village determines that it is in the best interests of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the Village shall notify DTC and DTC Participants of the availability through DTC of certificated Bonds and the Bonds shall no longer be restricted to being registered in the Bond Register in the name of Cede, as nominee of DTC. At that time, the Village may determine that the Bonds shall be registered in the name of and deposited with such other depository operating a universal book-entry system, as may be acceptable to the Village, or such depository's agent or designee, and if the Village does not select such alternate universal book-entry system, then the Bonds may be registered in whatever name or names registered owners of Bonds transferring or exchanging Bonds shall designate, in accordance with the provisions of Section 8(a) hereof.

Notwithstanding any other provisions of this Ordinance to the contrary, so long as any Bond is registered in the name of Cede, as nominee of DTC, all payments with respect to principal of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the name provided in the Representation Letter.

Section 9. Form of Bond. The Bonds shall be in substantially the form hereinafter set forth; *provided, however*, that if the text of the Bonds is to be printed in its entirety on the front side of the Bonds, then the second paragraph on the front side and the legend "See Reverse Side for Additional Provisions" shall be omitted and the text of paragraphs set forth for the reverse side shall be inserted immediately after the first paragraph.

[Form of Bond - Front Side]

REGISTERED
No. _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA

STATE OF ILLINOIS

COUNTIES OF DuPAGE AND COOK

VILLAGE OF HINSDALE

**GENERAL OBLIGATION REFUNDING BOND (ALTERNATE REVENUE SOURCE)
SERIES 2021**

See Reverse Side for
Additional Provisions

Interest Maturity Dated
Rate: _____% Date: December 15, _____ Date: August 25, 2021 CUSIP: 433416 _____

Registered Owner: Cede & Co.

Principal Amount:

KNOW ALL PERSONS BY THESE PRESENTS that the Village of Hinsdale, DuPage and Cook Counties, Illinois, a municipality and unit of local government and political subdivision of the State of Illinois (the "*Village*"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the later of the Dated Date of this Bond identified above or from the most recent interest payment date to which interest has been paid or duly provided for at the Interest Rate per annum identified above, such interest to be payable semiannually on June 15 and December 15 of each year, commencing on December 15, 2021, until the Principal Amount is paid or duly provided for. The Principal Amount of this Bond is payable in lawful money of the United States of America upon presentation at the designated office of Amalgamated Bank of Chicago, Chicago, Illinois, as paying agent and bond registrar (the "*Bond Registrar*"). Payment

of interest shall be made to the Registered Owner hereof, as shown on the registration books of the Village maintained by Bond Registrar at the close of business on the first day of the month of any regularly scheduled interest payment date. Interest shall be paid by check or draft of the Bond Registrar, payable upon presentation in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Bond Registrar.

Reference is hereby made to the further provisions of this Bond set forth on the reverse hereof, and such further provisions shall for all purposes have the same effect as if set forth at this place.

It is hereby certified and recited that all acts, conditions and things required to be done precedent to and in the issuance of this Bond have been done and have happened and have been performed in regular and due form of law; that the indebtedness of the Village, including the issue of Bonds of which this is one, does not exceed any limitation imposed by law, unless the Pledged Taxes shall have been extended pursuant to the general obligation full faith and credit promise supporting the Bonds, in which case the amount of the Bonds then outstanding shall be included in the computation of indebtedness of the Village for purposes of all statutory provisions or limitations until such time as an audit of the Village shall show that the Bonds have been paid from the Pledged Revenues for a complete fiscal year; that provision has been made for the collection of the Pledged Revenues, the levy and collection of the Pledged Taxes, and the segregation of the Pledged Revenues and the Pledged Taxes (together, the "*Pledged Moneys*") to pay the interest hereon as it falls due and also to pay and discharge the principal hereof at maturity; and that the Village hereby covenants and agrees that it will properly account for said Pledged Moneys and will comply with all the covenants of and maintain the funds and accounts as provided by the Ordinance. For the prompt payment of this Bond, both principal and interest at maturity, the full faith, credit and resources of the Village are hereby irrevocably pledged.

This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Bond Registrar.

IN WITNESS WHEREOF, the Village of Hinsdale, DuPage and Cook Counties, Illinois, by its President and Board of Trustees, has caused this Bond to be executed with the manual or duly authorized facsimile signature of its President and attested by the manual or duly authorized facsimile signature of its Village Clerk and its corporate seal or a facsimile thereof to be impressed or reproduced hereon, all as appearing hereon and as of the Dated Date identified above.

SPECIMEN
President

Attest:

SPECIMEN
Village Clerk

[SEAL]

Date of Authentication: August 25, 2021

CERTIFICATE
OF
AUTHENTICATION

Bond Registrar and Paying Agent:
Amalgamated Bank of Chicago
Chicago, Illinois

This Bond is one of the Bonds described in the within mentioned Ordinance and is one of the General Obligation Refunding Bonds (Sales Tax Alternate Revenue Source), Series 2021, of the Village of Hinsdale, DuPage and Cook Counties, Illinois.

AMALGAMATED BANK OF CHICAGO,
as Bond Registrar

By _____
SPECIMEN
Authorized Officer

[Form of Bond - Reverse Side]

VILLAGE OF HINSDALE, DUPAGE AND COOK COUNTIES, ILLINOIS
GENERAL OBLIGATION REFUNDING BOND (ALTERNATE REVENUE SOURCE),
SERIES 2021

This Bond is one of a series of bonds issued by the Village for the purpose of refunding certain of the Village's outstanding alternate bonds, pursuant to and in all respects in full compliance with the Local Government Debt Reform Act of the State of Illinois and the Illinois Municipal Code, each as supplemented and amended (the "*Applicable Law*"). The Bonds are issued pursuant to a bond ordinance passed by the President and Board of Trustees of the Village on the on the 10th day of August, 2021 (the "*Ordinance*"), to which reference is hereby expressly made for further definitions and terms and to all the provisions of which the Registered Owner by the acceptance of this Bond assents.

The Bonds are payable from collections distributed to the Village from those taxes imposed by the State of Illinois (the "*State*") pursuant to the Use Tax Act, the Service Use Tax Act, the Service Occupation Tax Act, the Retailers' Occupation Tax Act, the Non-Home Rule Municipal Retailers' Occupation Tax Act and the Non-Home Rule Municipal Service Occupation Tax Act, each as supplemented and amended from time to time, or substitute taxes therefor as provided by the State in the future (the "*Pledged Revenues*"). Additional Bonds, secured ratably and equally by the Pledged Revenues, or by any portion thereof, may be issued in the future as provided in the Ordinance and the Applicable Law. The Bonds are also payable from ad valorem taxes levied against all of the taxable property in the Village without limitation as to rate or amount (the "*Pledged Taxes*"), all in accordance with the provisions of the Applicable Law.

Under the Applicable Law and the Ordinance, available Pledged Revenues shall be deposited into and segregated in the Pledged Revenues Account of the Bond Fund, and the Pledged Taxes shall be deposited into and segregated in the Bond Fund. Moneys so deposited

shall be used and are pledged for paying the principal of and interest on the Bonds and for any further purposes in the priority of lien and as provided by the terms of the Ordinance.

[The Bonds may be subject to mandatory redemption as set forth in the Ordinance. Notice of any such redemption shall be given by the Bond Registrar on behalf of the Village as set forth in the Ordinance.]

This Bond may be transferred or exchanged, but only in the manner, subject to the limitations, and upon payment of the charges as set forth in the Ordinance.

The Village and the Bond Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and neither the Village nor the Bond Registrar shall be affected by any notice to the contrary.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned sells, assigns and transfers unto

[Identifying Numbers]

(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint _____

as attorney to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Signature guaranteed: _____

NOTICE: The signature to this transfer and assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Section 10. Treatment of Bonds as Debt. The Bonds shall be payable from the Pledged Revenues and the Pledged Taxes (together, the "*Pledged Moneys*") and shall not constitute an indebtedness of the Village within the meaning of any constitutional or statutory limitation, unless the Pledged Taxes shall have been extended pursuant to the general obligation, full faith and credit promise supporting the Bonds, as set forth herein, in which case the amount of the Bonds then outstanding shall be included in the computation of indebtedness of the Village for purposes of all statutory provisions or limitations until such time as an audit of the Village shall show that the Bonds have been paid from the Pledged Revenues for a complete fiscal year, in accordance with the Debt Reform Act.

Section 11. Bond Fund. There is hereby created a special fund of the Village, which fund shall be held by the Treasurer separate and apart from all other funds and accounts of the Village and be known as the "2021 Alternate Bond Fund" (the "*Bond Fund*"). The purpose of the Bond Fund is to provide a fund to receive and disburse the Pledged Revenues and to receive and disburse Pledged Taxes for any (or all) of the Bonds. There are hereby created two accounts of the Bond Fund, designated the "Pledged Revenues Account" and the "Pledged Taxes Account". All Pledged Revenues shall be deposited to the Pledged Revenues Account, and all Pledged Taxes shall be deposited to the credit of the Pledged Taxes Account. The Bond Fund and its respective accounts constitute a trust fund established for the purpose of carrying out the covenants, terms and conditions imposed upon the Village by this Ordinance.

Any Pledged Taxes received by the Village shall promptly be deposited into the Pledged Taxes Account of the Bond Fund. Pledged Taxes on deposit to the credit of the Pledged Taxes Account of the Bond Fund shall be fully spent to pay the principal of and interest on the Bonds for which such taxes were levied and collected prior to use of any moneys on deposit in the Pledged Revenues Account of the Bond Fund.

There shall be credited to the Pledged Revenues Account of the Bond Fund and held, in cash and investments, on or before the fifteenth day of each month by the financial officer of the Village, without any further official action or direction, the Pledged Revenues. Each monthly deposit shall be a fractional amount of the interest becoming due on the next succeeding interest payment date on all Bonds and also a fractional amount of the principal becoming due on the next succeeding maturity date of all of the Bonds until there shall have been accumulated and held, in cash and investments, in the Pledged Revenues Account on or before the month preceding such maturity date of interest or maturity date of principal, an amount sufficient to pay such principal or interest, or both.

In computing the fractional amount to be set aside each month in the Pledged Revenues Account, the fraction shall be so computed that a sufficient amount will be set aside in said Account and will be available for the prompt payment of such principal of and interest on all Bonds and shall be not less than one-sixth of the interest becoming due on the succeeding interest payment date and not less than one-twelfth of the principal becoming due on the next succeeding principal payment date on all Bonds outstanding until there is sufficient money in said Account to pay such principal or interest, or both.

Credits to the Pledged Revenues Account need not be made at such time as there shall be a sufficient sum, held in cash and investments, in said Account to meet principal and interest requirements in said Account on the next two (2) succeeding debt service payment dates on the Bonds outstanding.

Section 12. Pledged Taxes; Tax Levy. For the purpose of providing necessary funds to pay the principal of and interest on the Bonds, and as provided in Section 15 of the Debt Reform Act, there is hereby levied upon all of the taxable property within the Village, in the years for which any of the Bonds are Outstanding, a direct annual tax in amounts sufficient for that

purpose, and there be and there hereby is levied upon all of the taxable property in the Village the following direct annual taxes, the Pledged Taxes:

FOR THE YEAR	A TAX SUFFICIENT TO PRODUCE THE SUM OF:	
2021	\$	for principal and interest up to and including December 15, 2022
2022	\$	for principal and interest
2023	\$	for principal and interest
2024	\$	for principal and interest
2025	\$	for principal and interest
2026	\$	for principal and interest
2027	\$	for principal and interest
2028	\$	for principal and interest
2029	\$	for principal and interest
2030	\$	for principal and interest

Interest or principal coming due at any time when there are insufficient funds on hand from the Pledged Moneys to pay the same shall be paid promptly when due from current funds on hand in advance of the collection of the Pledged Moneys herein pledged and levied; and when the Pledged Moneys shall have been collected, reimbursement shall be made to said funds in the amount so advanced.

Subject to the provisions of Section 14 hereof, the Village covenants and agrees with the purchasers and the owners of the Bonds that so long as any of the Bonds remain outstanding, the Village will take no action or fail to take any action which in any way would adversely affect the ability of the Village to collect the Pledged Revenues or to levy and collect the Pledged Taxes. The Village and its officers will comply with all present and future applicable laws in order to assure that the Pledged Revenues will be available and that the Pledged Taxes will be levied, extended and collected as provided herein and deposited in the Bond Fund.

Section 13. Filing of Ordinance and Certificate of Reduction of Taxes. After this Ordinance becomes effective, a copy hereof, certified by the Village Clerk, shall be filed with the County Clerks. The County Clerks shall in and for each of the years required ascertain the rate percent required to produce the aggregate Pledged Taxes hereinbefore levied in each of said

years; and the County Clerks shall extend the same for collection on the tax books in connection with other taxes levied in said years in and by the Village for general corporate purposes of the Village; and in said years the Pledged Taxes shall be levied and collected by and for and on behalf of the Village in like manner as taxes for general corporate purposes of the Village for said years are levied and collected, and in addition to and in excess of all other taxes. The Pledged Taxes are hereby irrevocably pledged to and shall be used only for the purpose of paying principal of and interest on the Bonds.

The President, Village Clerk and Treasurer shall prepare and file with the County Clerks a Certificate of Reduction of Taxes Heretofore Levied for the Payment of Bonds showing the Refunded Bonds and directing the abatement of the taxes heretofore levied to pay the Refunded Bonds.

Section 14. Abatement of Pledged Taxes. For the purpose of providing Pledged Revenues in each year sufficient to pay debt service of all Outstanding Bonds for such year, the Village agrees and covenants to make provision therefor in the Village's annual budget and appropriation ordinance to be duly adopted by the Board, all in the manner, form and time as provided by law. Prior to the deadline for the timely annual abatement of the Pledged Taxes for the Bonds for the then current year, established by applicable law and the procedures of the County Clerks, the appropriate Village officers shall deposit Pledged Revenues into the Pledged Revenues Account of the Bond Fund in an amount necessary to provide for the payment of interest and principal coming due on the Bonds otherwise payable from the proceeds of such tax levy. Upon (but in no event prior to) the deposit of such moneys, the Board or the officers of the Village acting with proper authority shall direct the abatement of such levy of Pledged Taxes for the Bonds.

Section 15. General Covenants. The Village covenants and agrees with the registered owners of the Bonds, so long as any Bonds remain outstanding, as follows:

A. The Village pledges the Pledged Revenues to the payment of the Bonds, and the Board covenants and agrees to provide for, collect and apply Pledged Revenues, or any combination thereof, to the payment of the Bonds payable from such Pledged Revenues as hereinabove provided and the provision of not less than an additional .25 times debt service. The determination of the sufficiency of the Pledged Revenues pursuant to this subsection (A) shall be supported by reference to the most recent audit of the Village, and the reference to and acceptance of such audit by the Board shall be conclusive evidence that the conditions of Section 15 of the Debt Reform Act have been met.

B. The Village will punctually pay or cause to be paid from the Bond Fund the principal of and interest on the Bonds in strict conformity with the terms of the Bonds and this Ordinance, and it will faithfully observe and perform all of the conditions, covenants and requirements thereof and hereof.

C. The Village will pay and discharge, or cause to be paid and discharged, from the Bond Fund any and all lawful claims which, if unpaid, might become a lien or charge upon the Pledged Moneys, or any part thereof, or upon any funds in the hands of the Bond Registrar, or which might impair the security of the Bonds. Nothing herein contained shall require the Village to make any such payment so long as the Village in good faith shall contest the validity of said claims.

D. The Village will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the Village, in which complete and correct entries shall be made of all transactions relating to the Pledged Moneys and the Bond Fund.

E. The Village will preserve and protect the security of the Bonds and the rights of the registered owners of the Bonds, and will warrant and defend their rights against all claims and demands of all persons. From and after the sale and delivery of any of the Bonds by the Village, the Bonds shall be incontestable by the Village.

F. The Village will adopt, make, execute and deliver any and all such further ordinances, resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention of, or to facilitate the performance of, this Ordinance, and for the better assuring and confirming unto the registered owners of the Bonds of the rights and benefits provided in this Ordinance.

G. As long as any Bonds are outstanding, the Village will continue to deposit and apply the Pledged Revenues and, if applicable, the Pledged Taxes as provided herein. The Village covenants and agrees with the purchasers of the Bonds and with the registered owners thereof that so long as any Bonds remain outstanding, the Village will take no action or fail to take any action which in any way would adversely affect the ability of the Village to levy the Pledged Taxes and to collect and to segregate the Pledged Moneys. The Village and its officers will comply with all present and future applicable laws in order to assure that the Pledged Taxes can be levied and extended and

that the Pledged Revenues and the Pledged Taxes may be collected and deposited into the Bond Fund, as provided herein.

H. The outstanding Bonds shall be and forever remain until paid the general obligation of the Village, for the payment of which its full faith and credit are pledged, and shall be payable, in addition to from the Pledged Revenues, as herein provided, from the levy of the Pledged Taxes as provided in the Debt Reform Act.

Section 16. Additional Bonds. The Village reserves the right to issue Additional Bonds without limit from time to time payable from the Pledged Revenues, and any such Additional Bonds shall share ratably and equally in the Pledged Revenues with the Bonds, the 2018A Alternate Bonds, the 2017A Alternate Bonds, and the 2014B Alternate Bonds; *provided, however,* that no Additional Bonds shall be issued except in accordance with the provisions of the Debt Reform Act.

Section 17. Sale of Bonds. The Bonds hereby authorized shall be executed as in this Ordinance provided as soon after the passage hereof as may be, and thereupon be deposited with the Treasurer, and be by said Treasurer delivered to _____, _____, _____ (the "*Purchaser*"), upon receipt of the purchase price therefor, the same being \$ _____; the contract for the sale of the Bonds heretofore entered into (the "*Purchase Contract*") is in all respects ratified, approved and confirmed, it being hereby found and determined that the Bonds have been sold at such price and bear interest at such rates that neither the true interest cost (yield) nor the net interest rate received upon such sale exceed the maximum rate otherwise authorized by Illinois law and that the Purchase Contract is in the best interests of the Village and that no person holding any office of the Village, either by election or appointment, is in any manner financially interested directly in his or her own name or indirectly in the name of any other person, association, trust or corporation, in the Purchase Contract.

The use by the Purchaser of any Preliminary Official Statement and any final Official Statement relating to the Bonds (the "*Official Statement*") is hereby ratified, approved and authorized; the execution and delivery of the Official Statement is hereby authorized; and the

President, Village Clerk, Treasurer and any authorized business official of the Village are hereby authorized to take any action as may be required on the part of the Village to consummate the transactions contemplated by the Purchase Contract, this Ordinance, said Preliminary Official Statement, the Official Statement and the Bonds.

Section 18. Use of Proceeds. The proceeds derived from the sale of the Bonds shall be used as follows:

A. Accrued interest, if any, received on the delivery of the Bonds shall be deposited to the credit of the Bond Fund and applied to pay first interest due on the Bonds.

B. Simultaneously with the delivery of the Bonds, the principal proceeds of the Bonds, together with any premium received from the sale and delivery of the Bonds and such additional amounts as may be necessary from the general funds of the Village, are hereby appropriated to pay the costs of issuance of the Bonds and for the purpose of refunding the Refunded Bonds, and that portion thereof not needed to pay such costs of issuance is hereby ordered deposited with Amalgamated Bank of Chicago, Chicago, Illinois, as paying agent for the Prior Bonds.

C. At the time of the issuance of the Bonds, the costs of issuance of the Bonds may be paid by the Purchaser on behalf of the Village from the proceeds of the Bonds.

Section 19. Non-Arbitrage and Tax-Exemption. The Village hereby covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Internal Revenue Code of 1986, as amended (the "*Code*"), or would otherwise cause the interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The Village acknowledges that, in the event of an examination by the Internal Revenue Service (the "*IRS*") of the exemption from Federal income taxation for interest paid on the Bonds, under present rules, the Village may be treated as a "taxpayer" in such examination and agrees that it

will respond in a commercially reasonable manner to any inquiries from the IRS in connection with such an examination.

The Village also agrees and covenants with the purchasers and holders of the Bonds from time to time outstanding that, to the extent possible under Illinois law, it will comply with whatever federal tax law is adopted in the future which applies to the Bonds and affects the tax-exempt status of the Bonds.

The Board hereby authorizes the officials of the Village responsible for issuing the Bonds, the same being the President, Village Clerk and Treasurer, to make such further covenants and certifications regarding the specific use of the proceeds of the Bonds as approved by the Board and as may be necessary to assure that the use thereof will not cause the Bonds to be arbitrage bonds and to assure that the interest on the Bonds will be exempt from federal income taxation. In connection therewith, the Village and the Board further agree: (a) through their officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to consult with counsel approving the Bonds and to comply with such advice as may be given; (c) to pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Bonds; (d) to file such forms, statements, and supporting documents as may be required and in a timely manner; and (e) if deemed necessary or advisable by their officers, to employ and pay fiscal agents, financial advisors, attorneys, and other persons to assist the Village in such compliance.

Section 20. Designation of Issue. The Board hereby designates each of the Bonds as a "qualified tax-exempt obligation" for the purposes and within the meaning of Section 265(b)(3) of the Code.

Section 21. This Ordinance a Contract. The provisions of this Ordinance shall constitute a contract between the Village and the registered owners of the Bonds, in accordance with the terms hereof; and no changes, additions or alterations of any kind shall be made hereto.

Section 22. Continuing Disclosure Undertaking. The President is hereby authorized, empowered and directed to execute and deliver a Continuing Disclosure Undertaking under Section (b)(5) of Rule 15c2-12 adopted by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended (the "*Continuing Disclosure Undertaking*"). When the Continuing Disclosure Undertaking is executed and delivered on behalf of the Village as herein provided, the Continuing Disclosure Undertaking will be binding on the Village and the officers, employees and agents of the Village, and the officers, employees and agents of the Village are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Continuing Disclosure Undertaking as executed. Notwithstanding any other provision of this Ordinance, the sole remedies for failure to comply with the Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any Bond to seek mandamus or specific performance by court order, to cause the Village to comply with its obligations under the Continuing Disclosure Undertaking.

Section 23. Duties of Bond Registrar. If requested by the Bond Registrar, the President and Village Clerk are authorized to execute the Bond Registrar's standard form of agreement between the Village and the Bond Registrar with respect to the obligations and duties of the Bond Registrar hereunder which may include the following:

- (a) to act as bond registrar, authenticating agent, paying agent and transfer agent as provided herein;
- (b) to maintain a list of Bondholders as set forth herein and to furnish such list to the Village upon request, but otherwise to keep such list confidential;
- (c) to give notice of redemption of Bonds as provided herein;

(d) to cancel and/or destroy Bonds which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer;

(e) to furnish the Village at least annually a certificate with respect to Bonds cancelled and/or destroyed; and

(f) to furnish the Village at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds.

Section 24. Record-Keeping Policy and Post-Issuance Compliance Matters. On August 14, 2012, the Board adopted a record-keeping policy (the "*Policy*") in order to maintain sufficient records to demonstrate compliance with its covenants and expectations to ensure the appropriate federal tax status for the debt obligations of the Village, the interest on which is excludable from "gross income" for federal income tax purposes or which enable the Village or the holder to receive federal tax benefits, including, but not limited to, qualified tax credit bonds and other specified tax credit bonds. The Board and the Village hereby reaffirm the Policy.

Section 25. Call of the Refunded Bonds. In accordance with the redemption provisions of the ordinance authorizing the issuance of the Prior Bonds, the Village does hereby make provision for the payment of and does hereby call (subject only to the delivery of the Bonds) the Refunded Bonds for redemption on September 24, 2021.

Section 26. Defeasance. Bonds which are no longer Outstanding Bonds shall cease to have any lien on or right to receive or be paid from the Pledged Revenues, and shall no longer have the benefits of any covenant for the registered owners of Outstanding Bonds as such relates to the lien on and security for the Bonds in the Pledged Revenues. "*Outstanding*" means Bonds which are outstanding and unpaid; *provided, however*, such term shall not include the Bonds (i) which have matured and for which moneys are on deposit with proper paying agents or are otherwise sufficiently available to pay all principal thereof and interest thereon or (ii) the provision for payment of which has been made by the Village by the deposit in an irrevocable trust or escrow of funds or direct, full faith and credit obligations of the United States of

America, the principal of and interest on which will be sufficient to pay at maturity or as called for redemption all the principal of and interest on such Bonds.

Section 27. Severability. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

Section 28. Repealer and Effective Date. All ordinances, resolutions and orders, or parts thereof, in conflict herewith, are to the extent of such conflict hereby repealed and this Ordinance shall be in full force and effect immediately and forthwith upon its passage and approval.

ADOPTED by the President and Board of Trustees on August 10, 2021.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED on August 10, 2021.

President, Village of Hinsdale,
DuPage and Cook Counties, Illinois

Attest:

Village Clerk, Village of Hinsdale,
DuPage and Cook Counties, Illinois

[SEAL]

Trustee _____ moved and Trustee _____
seconded the motion that said ordinance as presented and read by title be adopted.

After a full discussion thereof, the Village President directed that the roll be called for a
vote upon the motion to adopt said ordinance.

Upon the roll being called, the following Trustees voted AYE: _____

The following Trustees voted NAY: _____

Whereupon the Village President declared the motion carried and said ordinance adopted
and directed the Village Clerk to record the same in full in the records of the President and Board
of Trustees of the Village of Hinsdale, DuPage and Cook Counties, Illinois.

Other business not pertinent to the adoption of said ordinance was duly transacted at said
meeting.

Upon motion duly made and seconded, the meeting adjourned.

Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

CERTIFICATION OF MINUTES AND ORDINANCE

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Hinsdale, DuPage and Cook Counties, Illinois (the "*Village*"), and as such official I am the keeper of the official journal of proceedings, books, records, minutes and files of the Village and of the President and Board of Trustees thereof (the "*Board*").

I do further certify that the foregoing is a full, true and complete transcript of that portion of the minutes of the meeting of the Board held on the 10th day of August, 2021, insofar as the same relates to the adoption of an Ordinance No. ____ entitled:

AN ORDINANCE authorizing and providing for the issuance of \$_____ General Obligation Refunding Bonds (Sales Tax Alternate Revenue Source), Series 2021, of the Village of Hinsdale, DuPage and Cook Counties, Illinois, for the purpose of refunding certain outstanding alternate bonds of said Village, providing for the pledge of certain revenues to the payment of principal and interest on said bonds and the levy and collection of a direct annual tax sufficient to pay the principal and interest on said bonds if the pledged revenues are insufficient to make such payment and authorizing the sale of said bonds to the purchaser thereof.

a true, correct and complete copy of which said ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Board on the adoption of said ordinance were taken openly; that the vote on the adoption of said ordinance was taken openly; that said meeting was held at a specified time and place convenient to the public; that notice of said meeting was duly given to all of the news media requesting such notice; that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Board at least 96 hours in advance of the holding of said meeting, that at least one copy of said agenda was continuously available for public review during the entire 96-hour period preceding said meeting, that a true, correct and complete copy of said agenda as so posted is attached hereto as *Exhibit A*, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and the Illinois Municipal Code, as amended, and that the Board has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Board in the adoption of said ordinance.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the Village,
this 10th day of August, 2021.

(SEAL)

Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

FILING CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of DuPage, Illinois (the "*County*"), and as such officer I do hereby certify that on the ____ day of _____, 2021, there was filed in my office a duly certified copy of Ordinance No. ____ entitled:

AN ORDINANCE authorizing and providing for the issuance of \$_____ General Obligation Refunding Bonds (Sales Tax Alternate Revenue Source), Series 2021, of the Village of Hinsdale, DuPage and Cook Counties, Illinois, for the purpose of refunding certain outstanding alternate bonds of said Village, providing for the pledge of certain revenues to the payment of principal and interest on said bonds and the levy and collection of a direct annual tax sufficient to pay the principal and interest on said bonds if the pledged revenues are insufficient to make such payment and authorizing the sale of said bonds to the purchaser thereof.

passed by the President and Board of Trustees of the Village of Hinsdale, DuPage and Cook Counties, Illinois, on the 10th day of August, 2021, and approved by the President of said Village; and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF I have hereunto affixed my official signature and the seal of the County this ____ day of August, 2021.

County Clerk of The County of
DuPage, Illinois

[SEAL]

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

FILING CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Cook, Illinois (the "*County*"), and as such officer I do hereby certify that on the ____ day of August, 2021, there was filed in my office a duly certified copy of Ordinance No. ____ entitled:

AN ORDINANCE authorizing and providing for the issuance of \$ _____ General Obligation Refunding Bonds (Sales Tax Alternate Revenue Source), Series 2021, of the Village of Hinsdale, DuPage and Cook Counties, Illinois, for the purpose of refunding certain outstanding alternate bonds of said Village, providing for the pledge of certain revenues to the payment of principal and interest on said bonds and the levy and collection of a direct annual tax sufficient to pay the principal and interest on said bonds if the pledged revenues are insufficient to make such payment and authorizing the sale of said bonds to the purchaser thereof.

passed by the President and Board of Trustees of the Village of Hinsdale, DuPage and Cook Counties, Illinois, on the 10th day of August, 2021, and approved by the President of said Village; and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF I have hereunto affixed my official signature and the seal of the County this ____ day of August, 2021.

County Clerk of The County of
Cook, Illinois

[SEAL]

MINUTES of a regular public meeting of the President and Board of Trustees of the Village of Hinsdale, DuPage and Cook Counties, Illinois, held in Memorial Hall of the Memorial Building, 19 East Chicago Avenue, Hinsdale, Illinois, at 7:30 p.m., on the 10th day of August, 2021.

The President called the meeting to order and directed the Village Clerk to call the roll.

Upon the roll being called, Thomas K. Cauley, the President, and the following Trustees were physically present at said location: _____

The following Trustees were allowed by a majority of the members of the President and Board of Trustees in accordance with and to the extent allowed by rules adopted by the President and Board of Trustees to attend the meeting by video or audio conference: _____

No Trustee was not permitted to attend the meeting by video or audio conference.

The following Trustees were absent and did not participate in the meeting in any matter or to any extent whatsoever: _____

The President announced that a proposal had been received from _____, _____, for the purchase of \$_____ alternate revenue bonds (being general obligation bonds for which real property taxes, unlimited as to rate or amount, may be levied, but which are expected to be paid from certain sales taxes distributed to the Village) to be issued by the Village for the purpose of refunding certain of the Village's outstanding alternate bonds and that the President and Board of Trustees would consider the adoption of an ordinance providing for the issue of said bonds and the levy of a direct annual tax sufficient to pay the principal and interest thereon. The President also summarized the pertinent terms of said

proposal and said bonds, including the length of maturity, rates of interest, purchase price and tax levy for said bonds.

Whereupon the Village Clerk presented, _____ explained, and there was read by title an ordinance as follows, a copy of which was provided to each Trustee prior to said meeting and to everyone in attendance at said meeting who requested a copy:

VILLAGE OF HINSDALE, ILLINOIS
General Obligation Refunding Bonds (Alternate Revenue Source), Series 2021

Preliminary Timetable
(May 26, 2021)

<u>Task</u>	<u>Party Responsible</u>	<u>Date</u>
Preparation of Materials for Official Statement (POS)	Speer	Week of June 7
Distribute Draft POS	Speer	Week of June 14
Distribute Rating Package	Speer	Week of June 21
Comments received on draft POS	All Parties	Week of June 28
Distribute Draft of Bond Ordinance	Bond Counsel	Week of July 5
Rating Call	Village and Speer	Week of July 12
First Reading of Bond Ordinance	Village	July 13
Receive Bond Rating	Village and Speer	By July 26
Finalize and Print POS	Speer	July 27
Bond Sale	All Parties	August 10
Bond Ordinance Adopted	Village	August 10
Bond Closing	All Parties	August 25

All Board Actions are Highlighted in BLUE

AGENDA SECTION: Second Reading – ACA

SUBJECT: Ordinance authorizing the finance director to execute documents and applications for the request of American Rescue Plan Act (ARPA) funds from the State of Illinois

MEETING DATE: August 10, 2021

FROM: Andrea Lamberg, Finance Director

Recommended Motion

Approve an Ordinance Pertaining to the Coronavirus Local Fiscal Recovery Fund for the Village of Hinsdale

Background

As was previously reported, eligible local governments in Illinois are now able to claim over \$742 million in federal ARPA funds. The Village of Hinsdale is eligible to receive \$2,397,648 through this grant opportunity.

The Illinois Department of Commerce and Economic Opportunity (DCEO) opened a portal for non-entitlement units of local government (NEUs) to request ARPA funds on July 22, 2021. Per federal guidelines, NEUs that do not submit information by September 30, 2021 will forfeit their allocation.

Discussion & Recommendation

Staff recommends adopting the proposed ordinance to demonstrate full compliance with the grant program.

Budget Impact

The Village expects to receive \$2.4 million in ARPA funds. The first tranche of \$1.2 million is expected by September 1, 2021. The second tranche of \$1.2 million is expected one year from now.

Village Board and/or Committee Action

This item appears without benefit of a first reading due to time sensitivity.

Documents Attached

1. Ordinance

VILLAGE OF HINSDALE

ORDINANCE NO. _____

**AN ORDINANCE PERTAINING TO THE CORONAVIRUS
LOCAL FISCAL RECOVERY FUND FOR THE VILLAGE
OF HINSDALE**

WHEREAS, the Village of Hinsdale, DuPage and Cook Counties, Illinois ("Village") is an Illinois non-home rule municipality eligible for funds through the Coronavirus Local Fiscal Recovery Fund through the U.S. Department of the Treasury (Treasury); and

WHEREAS, Treasury's Coronavirus Local Fiscal Recovery Fund is authorized by Section 9901 of the American Rescue Plan Act of 2021, P.L. 117-2 ("ARPA"); and

WHEREAS, as a local government recipient of financial support through ARPA, the Village is required to utilize the financial support received from Treasury for the specific purposes and in compliance with the terms and conditions required by ARPA and Treasury regulations implementing ARPA; and

WHEREAS, Treasury requires the recipients of Coronavirus Local Fiscal Recovery Funds to maintain conflict of interest policies consistent with 2 C.F.R. § 200.318(c); and

WHEREAS, the Corporate Authorities of the Village have determined that it is advisable, necessary and in the best interest of the Village to enter into the attached Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions and to provide the Assurances of Compliance with Civil Rights Requirements in order to participate in and receive the funding pursuant to ARPA.

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: The recitals above shall be and are hereby incorporated in this Section 1 as if restated herein.

SECTION 2: The Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions and Assurances of Compliance with Civil Rights Requirements in substantially the form of **Exhibit 1** are incorporated by reference and made a part hereof, and are authorized and approved.

SECTION 3: The Village adopts the following conflict of interest provisions that shall apply to all activities and expenditures funded through the Coronavirus Local Fiscal Recovery Fund Award:

1. No officer, employee or agent of the Village may participate in the selection, award or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the officer, employee, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.
2. The officers, employees and agents of the Village may neither solicit nor accept gratuities, favors or anything of monetary value from contractors or parties to subcontracts. However, the Village may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value, consistent with the State Officials and Employees Ethics Act, 5 ILCS 430/1 *et seq.*
3. The violation of these standards of conduct may result in disciplinary action for violations of such standards by officers, employees or agents of the Village, in accordance with the policies, employment contracts, contracts for services or collective bargaining agreements of the Village.
4. The Village shall award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
5. The Village shall disclose in writing to Treasury any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

SECTION 4: The Village Finance Director is authorized to execute and deliver, and the Village Clerk is authorized to attest to the execution of, the Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions and Assurances of Compliance with Civil Rights Requirements in substantially the form of **Exhibit 1** attached hereto as so authorized and approved for and on behalf of the Village. Any execution and delivery by the Village Finance Director of said documents prior to approval of this Ordinance is hereby ratified.

SECTION 5: 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 6: All ordinances and resolutions, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of the conflict, expressly repealed on the effective date of this Ordinance.

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

PASSED this _____ day of _____ 2021.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this _____ day of _____ 2021.

Thomas K. Cauley, Jr., Village President

ATTEST:

Christine M. Bruton, Village Clerk

EXHIBIT 1

**Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions and
Assurances of Compliance with Civil Rights Requirements**

(ATTACHED)

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the "Recipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient's program(s) and activity(ies), so long as any portion of the Recipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.
7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other

agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

Village of Hinsdale

Recipient

7-22-2021

Date

Andrea Samberg

Signature of Authorized Official

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

OMB Approved No. 1505-0271
Expiration Date: November 30, 2021

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

Recipient name and address: [Recipient to provide] Village of Hinsdale 19 E. Chicago Avenue Hinsdale, IL 60521	DUNS Number 069 964 427 Taxpayer Identification Number: 36 600 5930 Assistance Listing Number: 21.027
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Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Recipient:

Village of Hinsdale

Authorized Representative: Andrea Lamberg *Andrea Lamberg*

Title: Finance Director

Date signed: July 22, 2021

U.S. Department of the Treasury:

Authorized Representative:

Title:

Date:

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

Administration

AGENDA SECTION: Second Reading Non-Consent EPS

SUBJECT: Approval of Tollway Pedestrian Bridge Design Aesthetic Enhancements

MEETING DATE: August 10, 2021

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

Recommended Motion

Approve the Tollway pedestrian bridge design aesthetic enhancements in an amount not to exceed \$38,400.

Background

On May 18, 2021, the Village Board approved an Intergovernmental Agreement (IGA) with the Illinois Tollway to build a pedestrian bridge over I-294 located adjacent to Chicago Avenue and connecting Veeck Park in Hinsdale to Spring Rock Park in Western Springs.

The approved IGA calls for the Tollway to be responsible for all engineering and construction costs with the exception of the Village's design changes to the approach wall. The design enhancements include an upgraded form liner and staining to closely match the design and color of the Oak Street Bridge walls. The form liner and stain would be installed at the pedestrian ramp approach in Veeck Park. The estimated net cost to Hinsdale is \$38,400. If after bidding the cost exceeds the estimated cost, the Village will have the option not to proceed with these design changes.

Discussion & Recommendation

Tollway staff solicited competitive bids for the construction of the pedestrian bridge under design contract #I-18-4424 and construction contract #RR-20-4550. The "as-bid" net cost to Hinsdale for the aesthetic design enhancements is \$38,400.

Staff recommends the Board affirm the cost of the aesthetic design enhancements contained in the May 18, 2021, IGA at cost not to exceed \$38,400.

Budget Impact

The Village cost for the design changes is \$38,400. This will be added to the 2022 Capital Improvement Plan.

Village Board and/or Committee Action

The Board approved the IGA on May 18, 2021.

Documents Attached

1. IGA with Tollway, Hinsdale and Western Springs including Exhibit A
2. Bid Summary
3. Tollway letter to President Cauley

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY,
THE VILLAGE OF WESTERN SPRINGS AND
THE VILLAGE OF HINSDALE**

This INTERGOVERNMENTAL AGREEMENT ("AGREEMENT") is entered into upon the last dated signature below, by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, ("ILLINOIS TOLLWAY"), THE VILLAGE OF WESTERN SPRINGS, a municipal corporation of the State of Illinois, ("WESTERN SPRINGS"), and THE VILLAGE OF HINSDALE, a municipal corporation of the State of Illinois, ("HINSDALE") each of the above may be individually referred to as "PARTY" or "PARTIES".

RECITALS:

WHEREAS, in order to promote the public welfare and facilitate vehicular traffic by providing convenient, safe, modern and limited access highways within and through the State of Illinois, the ILLINOIS TOLLWAY intends to improve the Tri-State Tollway (I-294) from 95th Street (Mile Post 17.5) to Balmoral Avenue (Mile Post 40.0), (sometimes referred to as "Toll Highway"), in accordance with ILLINOIS TOLLWAY construction(s) including but not limited to Design Contract # I-18-4424, ("PROJECT"), by making the following improvements:

Removing the existing pedestrian bridge structure over I-294 near Maple Street in WESTERN SPRINGS, and Minneola Street in HINSDALE, at approximately Milepost 27.1, including the existing path and railing, and constructing a new pedestrian bridge structure, over I-294 and Flagg Creek with entry/exit points in Spring Rock Park in WESTERN SPRINGS and Veeck Park in HINSDALE, including new sloped ramps and retaining walls adjacent to 47th Street, at approximately Milepost 26.5, ("Bridge").

WHEREAS, the ILLINOIS TOLLWAY and HINSDALE executed an Intergovernmental Agreement dated May 6, 2019 memorializing that the ILLINOIS TOLLWAY, HINSDALE and WESTERN SPRINGS will document the maintenance responsibilities for the Bridge constructed over I-294 by the ILLINOIS TOLLWAY and HINSDALE agrees to provide, at no additional cost to the ILLINOIS TOLLWAY, any and all property rights necessary for construction and operation of the new pedestrian bridge;

WHEREAS, the ILLINOIS TOLLWAY and WESTERN SPRINGS executed an Intergovernmental Agreement dated May 24, 2019 memorializing that the ILLINOIS TOLLWAY, WESTERN SPRINGS and HINSDALE will document the maintenance responsibilities for the Bridge constructed over I-294 by the ILLINOIS TOLLWAY and WESTERN SPRINGS agrees to provide, at no additional cost to the ILLINOIS TOLLWAY, any and all property rights necessary for construction and operation of the new pedestrian bridge;

WHEREAS, the PARTIES, by this AGREEMENT, which for ILLINOIS TOLLWAY recording purposes shall be known as IGA # 004550, desire to determine and establish their respective responsibilities regarding maintenance of the Bridge as proposed;

WHEREAS, the ILLINOIS TOLLWAY, as part of the PROJECT, is applying its corridor wide aesthetic standard treatments on the Bridge;

WHEREAS, WESTERN SPRINGS and HINSDALE request that the ILLINOIS TOLLWAY include in its PROJECT, aesthetic improvements beyond that of the ILLINOIS TOLLWAY standard treatments for the Bridge, by adding at no cost, except as set forth in Section V., Paragraph D. of this AGREEMENT, the following improvements ("ENHANCEMENTS"):

Ornamental vertical fencing along the approaches and on the Bridge. The ornamental vertical fencing will be painted black.

Concrete pedestals with space for respective village plaques on both pedestals at the entrances to each path approach.

Custom formliner and/or stain of the retaining wall and related maintenance will be at cost of the PARTY requesting work.

WHEREAS, the ILLINOIS TOLLWAY agrees to include the ENHANCEMENTS in its PROJECT, subject to reimbursement as applicable, and acceptance of maintenance responsibilities, as applicable, by WESTERN SPRINGS and HINSDALE;

WHEREAS, the ILLINOIS TOLLWAY by virtue of its powers as set forth in the Toll Highway Act, 605 ILCS 10/1, *et seq.*, and pursuant to Board approval is authorized to enter into this AGREEMENT;

WHEREAS, WESTERN SPRINGS, and HINSDALE, by virtue of powers set forth in the Illinois Municipal Code, 65 ILCS 5/1-1, *et seq.*, and pursuant to Board approval is authorized to enter into this AGREEMENT;

WHEREAS, a cooperative Intergovernmental Agreement is appropriate and such an Agreement is authorized by Article VII, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*

NOW, THEREFORE, in consideration of the aforementioned recitals and the mutual covenants contained herein, the PARTIES agree as follows:

I. ENGINEERING

- A. The ILLINOIS TOLLWAY agrees, at its sole expense, to perform preliminary and final design engineering, obtain necessary surveys, and prepare the final plans and specifications for the PROJECT.

- B. The final approved plans and specifications for the PROJECT shall be promptly delivered to WESTERN SPRINGS and HINSDALE by the ILLINOIS TOLLWAY.
- C. WESTERN SPRINGS and HINSDALE shall review the plans and specifications which impact their respective maintained facilities within fifteen (15) calendar days of receipt thereof. If the ILLINOIS TOLLWAY does not receive comments or objections from WESTERN SPRINGS and/or HINSDALE within this time period, the lack of response shall be deemed approval of the plans and specifications. Approval by WESTERN SPRINGS and HINSDALE shall mean WESTERN SPRINGS and HINSDALE agree with all plans and specifications, including alignment and location of the PROJECT improvements which impact their respective maintained facilities. In the event of disapproval, WESTERN SPRINGS and/or HINSDALE, will detail in writing its objections to the ILLINOIS TOLLWAY's proposed plans and specifications.
- D. Any dispute concerning the plans and specifications shall be resolved in accordance with Section IX of this AGREEMENT.
- E. The ILLINOIS TOLLWAY agrees to assume the overall PROJECT responsibility, including assuring all permits and approvals (U.S. Army Corps of Engineers, Illinois Department of Natural Resources, Metropolitan Water Reclamation District of Greater Chicago (SWPPP), Cook County, Illinois Environmental Protection Agency, etc.) and joint participation and/or force account agreements (County, Township, Municipal, Railroad, Utility, etc.) as may be required for the PROJECT are secured by the PARTIES in accordance with general project schedules and deadlines. The PARTIES agree to cooperate, insofar as their individual jurisdictional authorities allow, with the timely acquisition and clearance of said permits and agreements and to comply with all applicable Federal, State, and local regulations and requirements pertaining to proposed PROJECT work.
- F. Upon full execution of this AGREEMENT, HINSDALE shall, at no cost, grant, permit, and allow the ILLINOIS TOLLWAY and its contractors access, ingress, and egress, excluding any parking spaces to Veeck Park for the purpose of construction and maintenance of the PROJECT. The contractor and HINSDALE, by separate agreement will address parking, storage and restoration.

II. RIGHT OF WAY

The transfer of property interests is not anticipated between the PARTIES for this AGREEMENT, nor is the transfer of any interest in land deemed necessary for the future maintenance and operation of their respective facilities anticipated.

III. UTILITY RELOCATION

- A. The ILLINOIS TOLLWAY agrees to provide WESTERN SPRINGS and HINSDALE, as soon as they are identified, the locations (existing and proposed) of public and/or private utility facilities within existing WESTERN SPRINGS or HINSDALE rights-of-way which require adjustment as part of the PROJECT. As part of its PROJECT engineering responsibilities, the ILLINOIS TOLLWAY shall identify adjustments to the aforementioned existing utilities.
- B. The ILLINOIS TOLLWAY agrees to make all reasonable efforts to minimize the number of utility adjustments in the design of improvements.
- C. WESTERN SPRINGS and HINSDALE agree to issue all required permits for the PROJECT and cooperate with necessary adjustments to existing utilities located within existing WESTERN SPRINGS or HINSDALE right-of-way. They similarly will issue all necessary permits on proposed WESTERN SPRINGS or HINSDALE right-of-way where improvements to a WESTERN SPRINGS or HINSDALE local roadway are proposed by WESTERN SPRINGS or HINSDALE, to be done in conjunction with the PROJECT. The aforementioned permits shall be issued at no expense to the ILLINOIS TOLLWAY.
- D. The ILLINOIS TOLLWAY agrees to make arrangements for and issue all permits for the PROJECT and make all required adjustments to utility facilities located on existing ILLINOIS TOLLWAY rights-of-way, and on proposed ILLINOIS TOLLWAY right-of-way, which are outside areas of WESTERN SPRINGS or HINSDALE jurisdiction, where improvements to ILLINOIS TOLLWAY facilities are proposed to be done as part of the PROJECT, The ILLINOIS TOLLWAY shall issue the required permits at no expense to WESTERN SPRINGS or HINSDALE.
- E. At all locations where utilities that are located on the right-of-way of WESTERN SPRINGS or HINSDALE must be adjusted due to work proposed by the ILLINOIS TOLLWAY, WESTERN SPRINGS and HINSDALE agree to (i) cooperate with the ILLINOIS TOLLWAY in making arrangements with the applicable utility, and (ii) issue all permits for the requisite adjustment(s) at no cost to the ILLINOIS TOLLWAY. Further, The ILLINOIS TOLLWAY agrees to reimburse and/or credit WESTERN SPRINGS or HINSDALE for any and all out of pocket costs that may be incurred by WESTERN SPRINGS or HINSDALE in causing the aforementioned utility or utilities to be adjusted.

IV. CONSTRUCTION

- A. The ILLINOIS TOLLWAY shall advertise and receive bids, provide construction engineering inspections for, and cause the PROJECT to be constructed in accordance with the PROJECT plans and specifications.

- B. After award of the construction contract(s), any proposed deviations from the plans and specifications that affect WESTERN SPRINGS or HINSDALE shall be submitted to WESTERN SPRINGS or HINSDALE for approval prior to commencing such work. WESTERN SPRINGS or HINSDALE shall review the proposed deviations and indicate approval or disapproval in writing within fifteen (15) calendar days after receiving the proposed deviation. If the proposed deviation to the plans and specifications are not acceptable, WESTERN SPRINGS or HINSDALE shall detail in writing its specific objections. If the ILLINOIS TOLLWAY receives no written response from WESTERN SPRINGS or HINSDALE within the fifteen (15) calendar day review period, the proposed deviation shall be deemed approved by WESTERN SPRINGS or HINSDALE.
- C. After award of the construction contract(s), assuming there are no proposed deviations from the plans and specifications that affect WESTERN SPRINGS or HINSDALE, the ILLINOIS TOLLWAY shall provide WESTERN SPRINGS or HINSDALE no less than five (5) calendar days written notice of its intent to proceed with construction of the PROJECT.
- D. WESTERN SPRINGS or HINSDALE and its authorized agents shall have all reasonable rights of inspections (including pre-final and final inspection) during the progress of work included in the PROJECT that affects the WESTERN SPRINGS' and HINSDALE's systems. WESTERN SPRINGS and HINSDALE shall assign personnel to perform inspections on their individual behalf for all work included in the PROJECT that affects their respective systems and shall deliver written notices to the Chief Engineering Officer of the ILLINOIS TOLLWAY advising the ILLINOIS TOLLWAY of the identity of the individual(s) assigned to perform said inspections.
- E. Notices required to be delivered by any PARTY shall be delivered as indicated in Section IX of this Agreement.
- F. The ILLINOIS TOLLWAY shall give notice to WESTERN SPRINGS and HINSDALE upon completion of 70% and 100% of the PROJECT to be subsequently maintained by WESTERN SPRINGS or HINSDALE and WESTERN SPRINGS and HINSDALE shall make an inspection thereof not later than seven (7) calendar after notice thereof. If WESTERN SPRINGS or HINSDALE does not perform a final inspection within seven (7) calendar days after receiving notice of completion of 100% of the PROJECT or other inspection arrangements are not agreed to by the PARTIES, the PROJECT shall be deemed accepted. The ILLINOIS TOLLWAY's representative shall participate in such inspection. In the event said inspections disclose work that does not conform to the approved final plans and specifications, WESTERN SPRINGS' or HINSDALE's representative shall give immediate verbal notice to the ILLINOIS TOLLWAY's representative of any deficiency, and shall thereafter deliver within five (5) calendar days a written list identifying such deficiencies to the Chief Engineering Officer of the ILLINOIS

TOLLWAY. The identified deficiencies shall be subject to joint re-inspection upon completion of the corrective work. WESTERN SPRINGS or HINSDALE shall perform the joint re-inspections within seven (7) calendar days after receiving notice from the ILLINOIS TOLLWAY that the deficiencies have been remedied.

- G. The ILLINOIS TOLLWAY shall have the right, in its sole judgment and discretion, to cancel or alter any or all portions of the work due to circumstances either known or unknown at the time of bidding or arising after the Contract(s) was entered into, in accordance with the Canceled Items Provision 109.06 included in the most current version of the ILLINOIS TOLLWAY Supplemental Specifications to the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction.

V. FINANCIAL

- A. Except as provided below, The ILLINOIS TOLLWAY agrees to pay all PROJECT related engineering, construction engineering, and construction costs.
- B. WESTERN SPRINGS and HINSDALE may request, after the construction contract(s) are let by the ILLINOIS TOLLWAY, that supplemental work be added to the construction contract(s). The ILLINOIS TOLLWAY will cause said supplemental work or such substitute work to be added to the construction contract(s), provided that said work will not delay construction of the PROJECT. The OTHER PARTY requesting or causing said supplemental work or more costly substitute work shall pay for the cost increases of said work in full.
- C. The ILLINOIS TOLLWAY agrees to fund and construct the removal and replacement of the Bridge over I-294, provided, however that all PARTIES agree to provide, at no additional cost to the ILLINOIS TOLLWAY, any and all permits necessary for demolition, construction and operation of the Bridges.
- D. The ILLINOIS TOLLWAY and HINSDALE agree that the estimated cost to HINSDALE for the ENHANCEMENTS to the retaining wall are \$6,400 for the formliner, and \$32,000 for the staining which Hinsdale shall be responsible for paying. If actual bid costs exceed estimates, HINSDALE may, within thirty (30) days upon notification from the ILLINOIS TOLLWAY of the increased costs, cancel its request to include the ENHANCEMENTS in the PROJECT.

VI. MAINTENANCE - DEFINITIONS

- A. The term "local" means any PARTY to this AGREEMENT other than the ILLINOIS TOLLWAY. With respect to this AGREEMENT, it means WESTERN SPRINGS and HINSDALE.

- B. The term "local roadway" refers to any highway, road, street, or pedestrian/bike path under the jurisdiction of WESTERN SPRINGS or HINSDALE.
- C. The terms "maintenance" or "maintain" mean keeping the facility being maintained in good and sufficient repair and appearance. Such maintenance includes full responsibility for the construction, removal, replacement of the maintained facility when needed, and unless specifically excluded in Section VII, MAINTENANCE - RESPONSIBILITIES, other activities as more specifically set forth in the following subparts of this Section VI. Maintenance includes but is not limited to:
 - 1. "Routine Maintenance" refers to the day to day pavement maintenance, pothole repair, anti-icing and de-icing, snow removal, sweeping, pavement marking, mowing, litter and debris removal, graffiti removal, and grate and scupper cleaning and repair, including compliance with state laws and local ordinances.
 - 2. "Structural Maintenance" refers to the integrity of the grade separation structure, including abutments and piers, bridge girders/beams, bridge deck (except wearing surface), expansion joints, retaining walls, and drainage structures.
- D. The term "drainage facilities" refers to both open and enclosed systems. The term "drainage structures" refers to enclosed systems only, and includes those elements of the drainage facility affixed to the bridge superstructures downstream from the scupper.
- E. The terms "notify", "give notice" and "notification" refer to written, verbal or digital communication from one PARTY to the other concerning a matter covered by this AGREEMENT, for which the PARTY transmitting the communication produces and retains a record which substantiates the content, date, time, manner of communication, identification of sender and recipient, and manner in which the recipient may respond to the sender, as to the communication.
- F. The terms "be responsible for" or "responsibility" refer to the obligation to ensure performance of a duty or provision of a service under this AGREEMENT, provided, that a PARTY may arrange for actual performance of the duty or provision of the service by another competent entity if the other PARTY to this AGREEMENT is notified of such arrangement, but in no case shall the entity with the duty be relieved of ultimate responsibility for performance of the duty or provision of the service.
- G. The terms "consultation" or "consult with" refer to the duty of a PARTY to give notice to the other PARTY of a proposed action, with reasonable time for that PARTY to respond, but the PARTY with the duty to consult may proceed with the proposed action if the other PARTY does not respond within the time frame set forth in the notice provided or, in the case of the ILLINOIS TOLLWAY, it may

proceed with the proposed action if deemed necessary by the Chief Engineering Officer.

- H. The term "approve" refers to the duty of a PARTY not only to consult with the other PARTY but also to provide consent for the proposed action and to retain a record which documents such consent.
- I. The term "grade separation structure" refers to all structural elements between the abutments and below the wearing surface of a bridge unless otherwise specified.
- J. There are three types of bridge structures that intersect the ILLINOIS TOLLWAY rights of way:
 - 1. Type 1. An intersection where a grade separation structure has been constructed to carry the Toll Highway over a local roadway, or pedestrian/bike path.
 - 2. Type 2. An intersection where a grade separation structure has been constructed to carry the local roadway, or pedestrian/bike path over the Toll Highway.
 - 3. Type 3. An intersection where a partial or complete ramp interchange system, as well as a grade separation structure, has been constructed between the local roadway and the Toll Highway.

VII. MAINTENANCE - RESPONSIBILITIES The goal of this Section VII of the AGREEMENT is to set forth the obligations of each respective party regarding the maintenance of the Bridge improvements.

- A. The ILLINOIS TOLLWAY agrees to maintain I-294 within the limits of this PROJECT in its entirety.
- B. WESTERN SPRINGS and HINSDALE, at their own respective costs, agree to perform Routine Maintenance on the pedestrian access path and those portions of the Bridge improvements as identified in Paragraph C.1. and C.2. below, and depicted in their respective areas in "EXHIBIT A" attached. WESTERN SPRINGS and HINSDALE are not responsible to perform or to pay for any type of replacement work and Structural Maintenance work or improvements relative to the Bridge improvements as identified in Paragraph C. below. The ILLINOIS TOLLWAY, at its costs, agrees to maintain or cause to be maintained the portion of the Bridge, as identified in Paragraph C.3. below. Notwithstanding anything in this AGREEMENT to the contrary, the ILLINOIS TOLLWAY, at its cost, shall be responsible for all replacement work and Structural Maintenance work or improvements relative to the Bridge.

- C. The Bridge under this AGREEMENT is of the following type as described in Section VI above.

Bridge Structure Type	Affected Roadway	IDOT Structure Number	ILLINOIS TOLLWAY Bridge Number
2	Pedestrian Bridge over I-294	016-2609	255

1. WESTERN SPRINGS and HINSDALE, at their own respective costs, agree to be responsible for the Routine Maintenance for their respective areas shown in red (WESTERN SPRINGS) or blue (HINSDALE) in EXHIBIT A, including the ENHANCEMENTS.
2. Subject to the cap on annual contributions set forth below in subsection C.2.c., WESTERN SPRINGS and HINSDALE agree to share equally in the Routine Maintenance costs described below in subsection C.2.a for the area shown in green in EXHIBIT A.
 - a. The following portions of the grade elevation structure as set forth in EXHIBIT B, including:
 - i. The Bridge deck wearing surface in the areas shown in green on EXHIBIT A;
 - ii. All railings and fences installed on the approaches and Bridge;
 - iii. Any approved signs and pavement markings installed by WESTERN SPRINGS or HINSDALE;
 - iv. All requested ENHANCEMENTS;
 - v. Graffiti removal performed at the discretion of WESTERN SPRINGS and HINSDALE upon advance written approval of the ILLINOIS TOLLWAY for the area shown in green in EXHIBIT A;
 - vi. At the discretion of WESTERN SPRINGS and HINSDALE removal of litter and debris, cleaning drainage facilities above structural beams and girders, and ice and snow removal accomplished in such a manner as to not block or obstruct I-294.
 - b. In the event the performance of necessary maintenance by WESTERN SPRINGS or HINSDALE requires lane closures on I-294, after proper notification, the ILLINOIS TOLLWAY shall assist in the coordination of lane closures on I-294.
 - c. The ILLINOIS TOLLWAY shall include the Bridge in its regular inspection cycle. Representatives from each WESTERN SPRINGS and HINSDALE shall be invited to join in on such inspections. A Bridge inspection report shall be provided to WESTERN SPRINGS and HINSDALE, identifying Routine Maintenance necessary to be performed

and estimated costs of such Routine Maintenance. Upon receipt of the Bridge inspection report, WESTERN SPRINGS and HINSDALE shall inform the ILLINOIS TOLLWAY of those Routine Maintenance items they wish to perform due to budget or other extraneous reasons and those which they request be performed by the ILLINOIS TOLLWAY. Excluding maintenance of the ENHANCEMENTS, the financial obligations for Routine Maintenance of the Bridge as set forth above, regardless who performs Routine Maintenance, shall be limited to \$20,000 each annually for WESTERN SPRINGS and HINSDALE for actual, incurred costs related to the performance of the Routine Maintenance. Any dispute concerning the need for the proposed Routine Maintenance or the actual, incurred costs related to the performance of the Routine Maintenance shall be resolved in accordance with Section IX. of this Agreement.

3. The ILLINOIS TOLLWAY shall be solely responsible for replacing the Bridge when necessary in the future, including any and all costs associated therewith. In addition, the ILLINOIS TOLLWAY shall be responsible for all Routine Maintenance not described in Section VII.C.2 and shall also be responsible for all Structural Maintenance of the Bridge including but not limited to:
 - a. The grade separation structure including but not limited to (i) the deck below the wearing surface, including expansion joints, structural beams, girders, slope walls, abutments, and piers;
 - b. All fences along ILLINOIS TOLLWAY routes, except overpass fencing;
 - c. All bridge deck downspouts, from a clean-out installed directly below the scuppers to the outfall;
 - d. All remaining drainage facilities installed for the purpose of carrying exclusively ILLINOIS TOLLWAY drainage;
- D. WESTERN SPRINGS and HINSDALE agree that the ILLINOIS TOLLWAY reserves the exclusive right to review and approve plans for any signage affixed to the grade separation structure or placed on ILLINOIS TOLLWAY right-of-way.
- E. The ILLINOIS TOLLWAY will perform the periodic inspections required by the guidelines developed and agreed to by the ILLINOIS TOLLWAY and the Illinois Department of Transportation in 1996 and consistent with the National Bridge Inspection Standards (NBIS) to determine the current ratings for all jointly maintained bridges. The inspections performed by the ILLINOIS TOLLWAY will provide condition ratings for the entire jointly maintained structure. The ILLINOIS TOLLWAY and WESTERN SPRINGS and HINSDALE will perform the inspections necessary to collect in depth information for determining maintenance and repair needs for the portions of the structure for which they have maintenance

responsibility. A copy of the ILLINOIS TOLLWAY's final inspection reports shall be delivered to WESTERN SPRINGS and HINSDALE.

- F. The PARTIES agree that the ILLINOIS TOLLWAY shall perform such regular inspections, surveys and reviews as are reasonably necessary to fulfill all respective obligations under this AGREEMENT.
- G. Subject to the provisions of Section VII.C.2.c, in the event WESTERN SPRINGS and HINSDALE fail to maintain the Bridge or the ENHANCEMENTS as identified, and the ILLINOIS TOLLWAY is required to maintain as such to protect the structure from permanent damage, WESTERN SPRINGS and HINSDALE agree to reimburse the ILLINOIS TOLLWAY for the reasonable cost of the emergency maintenance within thirty (30) calendar days of receipt of an invoice from the ILLINOIS TOLLWAY.

VIII. ADDITIONAL MAINTENANCE PROVISIONS

- A. The PARTIES understand and agree that this AGREEMENT shall supersede any and all earlier Agreements entered into by the PARTIES regarding maintenance of the Bridge over I-294.
- B. During construction, WESTERN SPRINGS and HINSDALE shall continue to maintain their respective property within the PROJECT that is not to be improved or maintained by the construction contractor(s) pursuant to this AGREEMENT and the approved plans and specifications, and the ILLINOIS TOLLWAY shall continue to maintain all portions of the Toll Highway that are not required to be maintained by the construction contractor(s).
- C. All items of construction which are stipulated in this AGREEMENT to be maintained by WESTERN SPRINGS AND HINSDALE shall, upon completion of construction and final inspection, be the maintenance responsibility of WESTERN SPRINGS and/or HINSDALE, as allocated by this AGREEMENT within the areas shown in EXHIBIT A, and all items of construction which are stipulated in this AGREEMENT to be maintained by the ILLINOIS TOLLWAY shall, upon completion of construction, be the sole maintenance responsibility of the ILLINOIS TOLLWAY.

IX. GENERAL PROVISIONS

- A. The PARTIES understand and agree that the ILLINOIS TOLLWAY shall have jurisdiction of I-294 Tri-State Tollway. WESTERN SPRINGS and HINSDALE

shall retain jurisdiction of respective Village facilities traversed or affected by I-294, except as otherwise expressly provided for in this AGREEMENT. For the purpose of this AGREEMENT, jurisdiction shall mean the authority and obligation to administer, control, construct, maintain, and operate.

- B. The PARTIES understand and agree that this AGREEMENT constitutes the complete and exclusive statement of the agreement of the PARTIES relative to the subject matter hereof and supersedes all previous oral and written proposals, negotiations, representations or understandings concerning such subject matter.
- C. WESTERN SPRINGS agrees to defend, indemnify and hold the ILLINOIS TOLLWAY, its directors, officers, employees, contractors, agents and representatives harmless from and against any and all losses, claims, demands and damages, including reasonable attorney's fees and litigation expenses, arising out of, in whole or in part, or in connection with or in consequence of any act or omission on the part of WESTERN SPRINGS, or its appointed and elected officials, contractors, consultants, employees, agents and representatives, that are related to their obligations under this AGREEMENT.
- D. The ILLINOIS TOLLWAY agrees to defend, indemnify and hold WESTERN SPRINGS, its appointed and elected officials, contractors, consultants, employees, agents and representatives harmless from and against any and all losses, claims, demands and damages, including reasonable attorney's fees and litigation expenses, arising out of, in whole or in part, or in connection with or in consequence of any act or omission on the part of the ILLINOIS TOLLWAY, or its directors, officers, employees, contractors, consultants, agents and representatives, that are related to their obligations under this AGREEMENT.
- E. HINSDALE agrees to defend, indemnify and hold the ILLINOIS TOLLWAY, its directors, officers, employees, contractors, agents and representatives harmless from and against any and all losses, claims, demands and damages, including reasonable attorney's fees and litigation expenses, arising out of, in whole or in part, or in connection with or in consequence of any act or omission on the part of HINSDALE, or its appointed and elected officials, contractors, consultants, employees, agents and representatives, that are related to their obligations under this AGREEMENT.
- F. The ILLINOIS TOLLWAY agrees to defend, indemnify and hold HINSDALE, its appointed and elected officials, contractors, consultants, employees, agents and representatives harmless from and against any and all losses, claims, demands and damages, including reasonable attorney's fees and litigation expenses, arising out of, in whole or in part, or in connection with or in consequence of any act or omission on the part of the ILLINOIS TOLLWAY, or its directors, officers, employees, contractors, consultants, agents and representatives, that are related to their obligations under this AGREEMENT.


- G. Wherever in this AGREEMENT approval or review by any PARTY is provided for, said approval or review shall not be unreasonably delayed or withheld.
- H. In a timely manner following execution of this AGREEMENT, each PARTY shall designate in writing a representative who shall serve as the full time representative of said PARTY during the carrying out of the execution of this AGREEMENT. Each representative shall have authority, on behalf of such PARTY, to make decisions relating to the work covered by this AGREEMENT. Representatives may be changed, from time to time, by subsequent written notice. Each representative shall be readily available to the other PARTY.
- I. In the event of a dispute between WESTERN SPRINGS or HINSDALE and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT, the Chief Engineering Officer of the ILLINOIS TOLLWAY and the Engineer(s) of WESTERN SPRINGS or HINSDALE shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of a dispute concerning the plans and specifications for the PROJECT or in the carrying out of the terms of this AGREEMENT in reference to the PROJECT, the decision of the Chief Engineering Officer of the ILLINOIS TOLLWAY shall be final.
- J. In the event of a dispute between WESTERN SPRINGS or HINSDALE and the ILLINOIS TOLLWAY in the carrying out the terms of this AGREEMENT in reference to WESTERN SPRINGS or HINSDALE's facilities, or a dispute concerning the plans and specifications for WESTERN SPRINGS or HINSDALE's ENHANCEMENTS, the Chief Engineering Officer of the ILLINOIS TOLLWAY and the Engineer of WESTERN SPRINGS or HINSDALE shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of the dispute concerning WESTERN SPRINGS and HINSDALE facilities, bridge aesthetic treatment, or enhanced landscaping, the decision of the Engineer of WESTERN SPRINGS or HINSDALE shall be final as long as that decision does not delay delivery of the PROJECT or be detrimental to the maintenance and operation of the Toll Highway.
- K. In the event there is a conflict between the terms contained in this document and the attached Exhibit(s), the terms included in this document shall control.
- L. This AGREEMENT may be executed using electronic signatures and in three (3) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- M. This AGREEMENT may only be modified by written instrument executed by duly authorized representatives of the PARTIES.
- N. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES and their respective successors and approved assigns.

- O. The failure by the PARTIES to seek redress for violation of, or to insist upon the strict performance of, any condition or covenant of this AGREEMENT shall not constitute a waiver of any such breach or any subsequent breach of such covenants, terms, conditions, rights or remedies. No provision of this AGREEMENT shall be deemed waived by the ILLINOIS TOLLWAY or WESTERN SPRINGS or HINSDALE unless such provision is waived in writing.
- P. It is agreed that the laws of the State of Illinois shall apply to this AGREEMENT.
- Q. All written reports, notices and other communications related to this AGREEMENT shall be in writing and shall be personally delivered, or mailed via certified mail, overnight mail delivery, or electronic mail delivery, to the following persons, or their designate(s) at the following addresses:
- To the ILLINOIS TOLLWAY: The Illinois Toll Highway Authority
2700 Ogden Avenue
Downers Grove, Illinois 60515
Attn: Chief Engineering Officer
- To WESTERN SPRINGS: The Village of Western Springs
740 Hillgrove Avenue
Western Springs, Illinois 60558
Attn: President, Board of Trustees
Email: agallagher@wsprings.com
- To HINSDALE: The Village of Hinsdale
19 East Chicago Avenue
Hinsdale, Illinois 60521
Attn: President Thomas Cauley Jr.
Email: tcauley@villageofhinsdale.org
- R. The WESTERN SPRINGS and HINSDALE recognize that, pursuant to Section 8.5 of the Toll Highway Act (605 ILCS 10/8.5), the Inspector General of the Illinois State Toll Highway Authority ("OIG") has the authority to conduct investigations into certain matters including but not limited to allegations of fraud, waste and abuse, and to conduct reviews. WESTERN SPRINGS and HINSDALE will fully cooperate in any OIG investigation or review and shall not bill the ILLINOIS TOLLWAY for such time. Cooperation includes providing access to all information and documentation related to the performance of this AGREEMENT, and disclosing and making available all personnel involved or connected with, or having knowledge of, the performance of this AGREEMENT.
- S. The introductory recitals included at the beginning of this AGREEMENT are agreed to and incorporated into this AGREEMENT.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK

IN WITNESS THEREOF, the PARTIES have executed this AGREEMENT on the dates indicated.

THE VILLAGE OF WESTERN SPRINGS

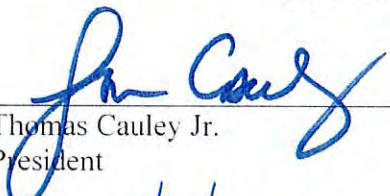
By: 
Alice F. Gallagher
President

Date: May 24, 2021

ATTEST: 

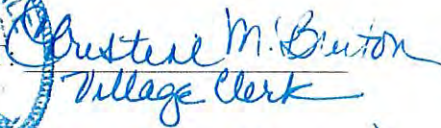
VILLAGE CLERK
EDWARD TYMICK
(Please Print Name)

THE VILLAGE OF HINSDALE

By: 
Thomas Cauley Jr.
President

Date: 5/18/21

ATTEST:


Village Clerk

CHRISTINE M. BRUTON
(Please Print Name)



THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____
José R. Alvarez
Executive Director

Date: _____

Approved as to Form and Constitutionality

Lisa M. Conforti, Assistant Attorney General

IN WITNESS THEREOF, the PARTIES have executed this AGREEMENT on the dates indicated.

THE VILLAGE OF WESTERN SPRINGS

By: *Alice F. Gallagher*
Alice F. Gallagher
President

Date: May 24, 2021

ATTEST: *Edward Tymick*
VILLAGE CLERK
EDWARD TYMICK
(Please Print Name)

THE VILLAGE OF HINSDALE

By: *Thomas Cauley Jr.*
Thomas Cauley Jr.
President

Date: 5/18/21

ATTEST:

Christine M. Bruton
Village Clerk
CHRISTINE M. BRUTON
(Please Print Name)

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: *José R. Alvarez*
José R. Alvarez
Executive Director

Date: 05/28/2021

Approved as to Form and Constitutionality

Lisa M. Conforti

05/28/2021

Lisa M. Conforti, Assistant Attorney General









Tollway-Hinsdale-Western Springs Pedestrian Bridge

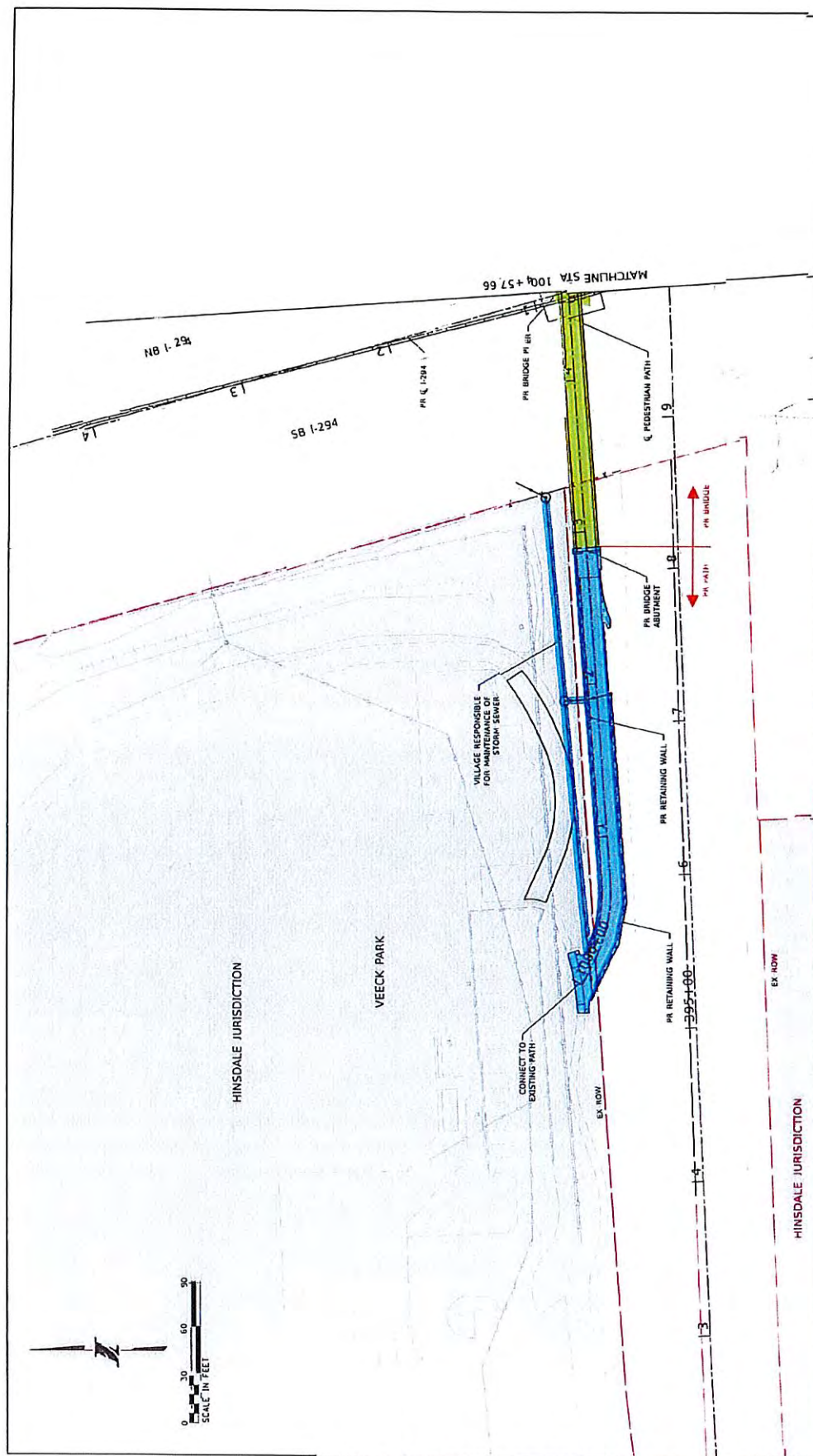
Final Audit Report

2021-05-28

Created:	2021-05-27
By:	James McDonough (jmcDonough@getipass.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAIOGVYxoJ5ovFXKafau7lwX9X0eWqoP58

"Tollway-Hinsdale-Western Springs Pedestrian Bridge" History

-  Document created by James McDonough (jmcDonough@getipass.com)
2021-05-27 - 4:49:49 PM GMT- IP address: 163.191.102.18
-  Document emailed to Lisa Conforti (LConforti@getipass.com) for signature
2021-05-27 - 4:54:22 PM GMT
-  Email viewed by Lisa Conforti (LConforti@getipass.com)
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-  Document e-signed by Lisa Conforti (LConforti@getipass.com)
Signature Date: 2021-05-28 - 2:36:32 PM GMT - Time Source: server- IP address: 163.191.102.18
-  Document emailed to Jose Alvarez (jra@getipass.com) for signature
2021-05-28 - 2:36:36 PM GMT
-  Email viewed by Jose Alvarez (jra@getipass.com)
2021-05-28 - 4:15:55 PM GMT- IP address: 67.173.186.249
-  Document e-signed by Jose Alvarez (jra@getipass.com)
Signature Date: 2021-05-28 - 4:16:24 PM GMT - Time Source: server- IP address: 67.173.186.249
-  Agreement completed.
2021-05-28 - 4:16:24 PM GMT



LEGEND

MAINTENANCE RESPONSIBILITY BY HINSDALE

HINSDALE WEAVING SURFACE AND FENCE MAINTENANCE

DATE	BY	DATE
7/9/2021		

CHECKED BY TB DATE 2/9/2021



TERRA
ENGINEERING LTD.



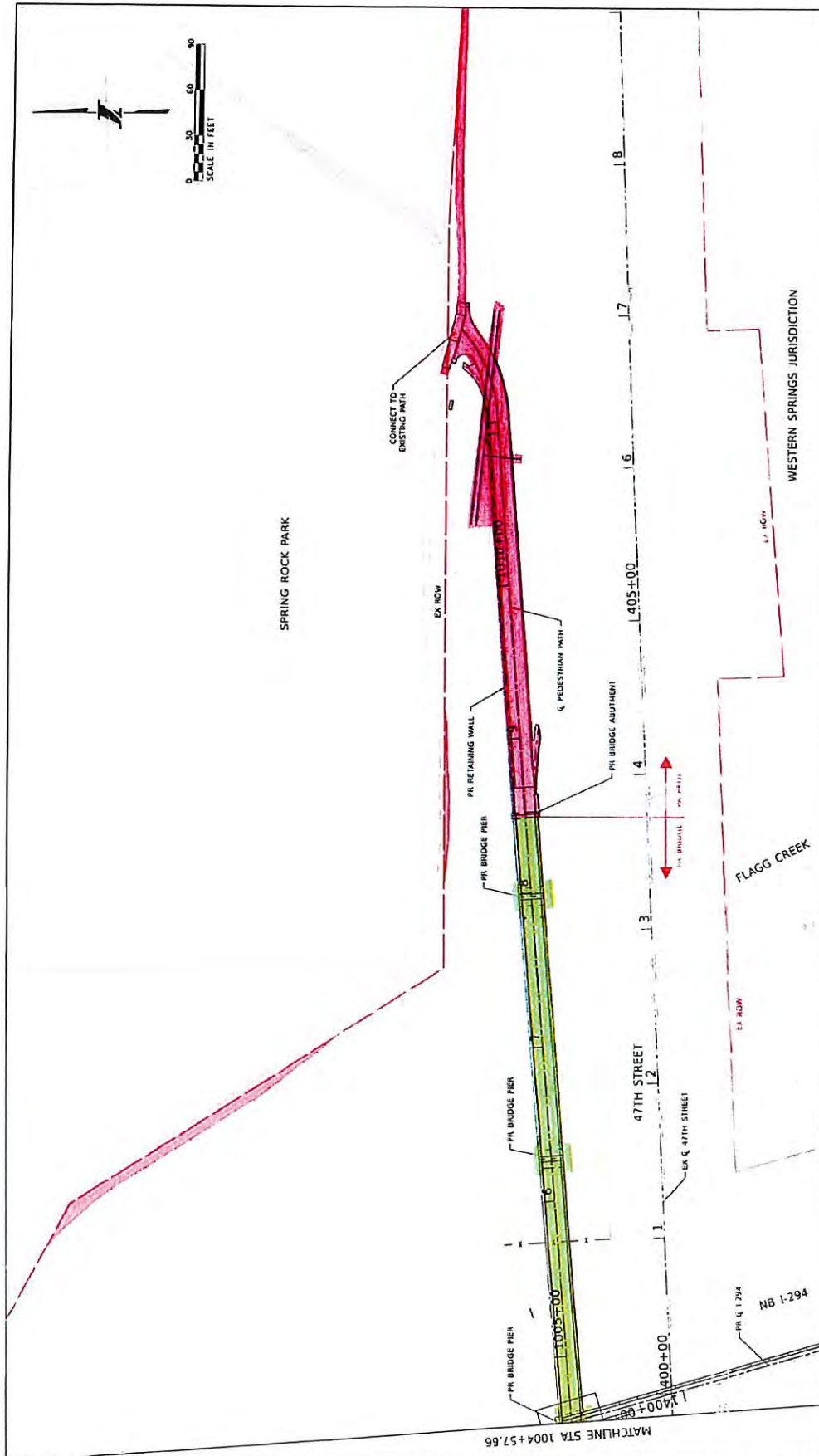
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
2700 OGDEN AVENUE
DOWNERS GROVE,
ILLINOIS 60515

NAVYONE		DESCRIPTION
NO.	DATE	

[illegible]

CONTRACT NO. RR-20-4550
PEDESTRIAN BRIDGE AT 47TH STREET
HINSDALE MAINTENANCE

DRAWING NO.
1 OF 2



LEGEND

- MAINTENANCE RESPONSIBILITY OF WESTERN SPRINGS AND WESTERN SPRINGS PARK DISTRICT
- WESTERN SPRINGS AND WESTERN SPRINGS PARK DISTRICT WEARING SURFACE AND FENCE MAINTENANCE
- EXISTING RIGHT-OF-WAY
- PROPOSED

DRAWN BY MHI	DATE 2/9/2021	TERRA ENGINEERING LTD.	THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY 2700 OGDEN AVENUE SPRINGFIELD, ILLINOIS 62715	CONTRACT NO. RR-20-4550 PEDESTRIAN BRIDGE AT 47TH STREET WESTERN SPRINGS MAINTENANCE	DRAWING NO. 2 OF 2
CHECKED BY TBI	DATE 2/9/2021				

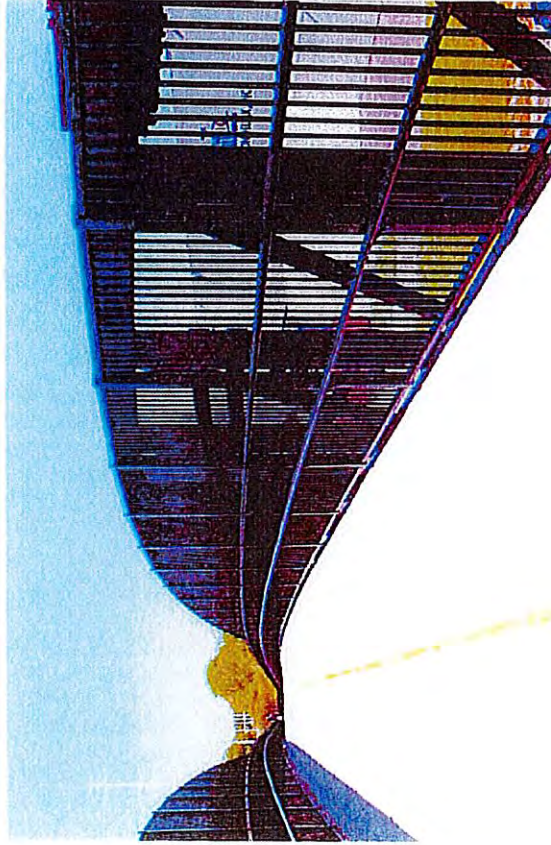
Proposed pedestrian bridge – 47th Street



Hinsdale entrance



Fencing – Vertical Pickets



Fencing



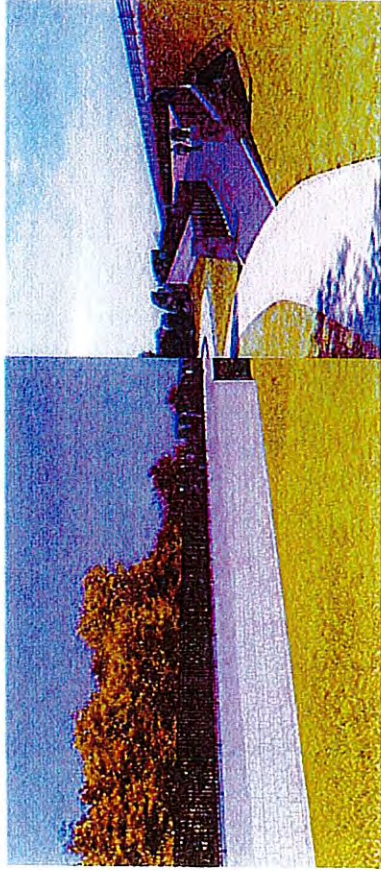
Implications:
Villages agree to taking on painting/
maintenance for Alternatives 1 and 2.



Chosen design



Retaining Wall – Stain



Proposed: Solid color



Upgrade: Individual block / more natural



Options: Stain Options – solid or individually colored (similar to Oak St. bridge)
 Implication: Upfront cost to be paid by Village and continued maintenance

IGA PARTICIPATION COST BREAKDOWN
PEDESTRIAN BRIDGE REPLACEMENT
VILLAGE OF HINSDALE AESTHETIC ENHANCEMENTS
DESIGN CONTRACT NO. I-18-4424
CONSTRUCTION CONTRACT NO. RR-20-4550

7/8/2021

WORK INCLUDED IN IGA		IGA ESTIMATE				AS-BID ESTIMATE			
	DESCRIPTION		ESTIMATED UNIT PRICE	ESTIMATED QUANTITY	ESTIMATED COST	AS-BID UNIT PRICE	AS-BID QUANTITY	AS-BID COST	
	Special Form Liner for Retaining Walls	SQ FT	\$2.00	3145	\$ 6,300.00			\$ -	
	Staining of Retaining Walls	SQ FT	\$10.20	3145	\$ 32,100.00			\$ -	
X1700034	FORM LINER TEX SUR SP	SQ FT				\$22.00	3,145	\$ 69,200.00	
	Tollway Share (Typical Tollway formliner and staining)					\$9.79	3,145	\$ 30,800.00	
	Hinsdale Share (Formliner upgrade plus multi-color staining)					\$12.21	3,145	\$ 38,400.00	
			TOTAL CONSTRUCTION COST		\$ 38,400.00	AS-BID CONSTRUCTION COST (Hinsdale)		\$ 38,400.00	



ILLINOIS TOLLWAY
2700 Ogden Avenue, Downers Grove, IL 60515
(630) 241-6800 • illinoistollway.com

July 8, 2021

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

Re: Tollway Contract RR-20-4550
Pedestrian Bridge Replacement
Village of Hinsdale Aesthetic Enhancements
Tri-State Tollway (I-294)

Dear Mr. Cauley,

The Illinois Tollway opened bids for the above referenced project (Contract RR-20-4550) on May 6, 2021, and the contract was awarded on June 24, 2021. The Village requested that the Illinois Tollway include aesthetic improvements of the retaining wall formliner and staining as part of the pedestrian bridge replacement.

On May 28, 2021, an Intergovernmental Agreement (IGA) was executed between the Illinois Tollway and the Villages of Hinsdale and Western Springs, which is attached for your reference. The attached Cost Participation Breakdown details the IGA and as-bid cost for the work. The total estimated cost to the Village is \$38,400.00, based on final bid quantities and as-bid costs. Per Section V.D of the IGA, the Village has agreed to be responsible for all actual costs associated with the work.

The Illinois Tollway respectfully requests the Village's review and confirm concurrence with the as-bid cost. Please note that this is not an invoice. An invoice will be generated and submitted separately.

With construction scheduled to begin this August, we would appreciate your response by August 8, 2021. Thank you for your assistance and we look forward to continuing coordination with you and your staff. I can be reached at 630-241-6800 x3873 or by email at lgriffin@getipass.com for further information.

Sincerely,


Lanyea Griffin (Jul 15, 2021 10:14 CDT)

Lanyea Griffin, P.E., LEED AP
Deputy Chief of Program Implementation
Illinois State Toll Highway Authority

jja

Enclosure: GA and As-Bid Cost Participation Breakdown, Executed IGA
cc: Jeff Allen, Rocco Zuccherro, John Sadler, Keith Keslinke
LT_Tollway_LG_4550-HinsdaleAestheticEnhancements_PedestrianBridge_CostParticipation_07082021

Community Development

AGENDA SECTION: Second Reading – ZPS

SUBJECT: Application for a Temporary Use Permit to allow for the Rainbow Cone Food Truck to operate from The Fruit Store parking lot located at 26 W. 1st Street - A-16-2021

MEETING DATE: August 10, 2021

FROM: Bethany Salmon, Village Planner

Recommended Motion

Approve a temporary use permit to allow for the Rainbow Cone food truck to operate out of The Fruit Store parking lot located at 26 W. 1st Street for a 5-day period from August 18, 2021 to August 22, 2021, subject to conditions to be set forth by the Building Commissioner.

Background

The applicant, John Buonavolanto, has submitted a temporary use permit application requesting approval to operate the Rainbow Cone ice cream food truck from The Fruit Store's parking lot at 26 W. 1st Street. The subject property is located in the B-2 Central Business District.

The Rainbow Cone food truck would operate for a 5-day period from Wednesday, August 18, 2021 to Sunday, August 22, 2021 during hours when the The Fruit Store is closed for business. The proposed hours of operation are as follows:

- Wednesday, August 18 to Saturday, August 21: 5pm-10pm
- Sunday, August 22: 1pm-10pm

For reference, The Fruit Store is open Monday to Saturday from 8am-5pm, and is closed on Sunday.

In anticipation of the Village Board meeting, Rainbow Cone evaluated if their ice cream truck would create competition with any brick and mortar restaurants in the downtown. There is no stand-alone ice cream store currently operating in the downtown, but based on Rainbow Cone's research, the following restaurants service ice cream and have the following hours of operation:

- Toni Patisserie & Café – serves ice cream, open Monday-Saturday 8am-5pm
- Café La Fortuna – serves ice cream, open Monday-Saturday 6am-4pm, Sunday 8am-12pm

Based on this information, Rainbow Cone is only proposing to operate when these other restaurants that serve ice cream in the downtown are closed for business.

The food truck will be parked at the northwest corner of The Fruit Store's parking lot and the entire operation will take place on private property. As shown on the proposed site plan, the applicant will block off access to the parking lot by putting cones up across the both curb cuts on Lincoln Street and 1st Street. Vehicle access will be completely restricted and only pedestrians will be able to order ice cream. Customers will be required to park in nearby street parking in the downtown.

Rainbow Cone anticipates 100-200 food truck customers per day and advertisement for events is done on their website. Per the applicant, 8-10 chairs will be set up in the parking lot to provide seating for customers. Two trash cans will be provided on site and staff will regularly sweep the parking lot and clean off the sidewalks nearby. No signage is proposed, with the exception of the menu posted on the truck. A generator is not required to power the food truck and instead electricity will be provided by The Fruit Store. Music will be played at a low level, unless the Village or Board of Trustees restricts music. The applicant has provided their menu as part of the application package and will primarily offer ice cream for immediate consumption to customers.

Temporary Uses – Village Code Requirements

Permitted temporary uses are listed in Section 9-103 of the Village's Zoning Code. Temporary uses identified in the Code may be approved by the Village Manager, subject to meeting any specific regulations and time limits listed in the Code.

Food trucks or mobile food vendors are not specifically identified as a permitted temporary use. Where a temporary use is not specifically listed, the Board of Trustees may approve such use provided that the use is consistent with the purposes and intent of the Code and the regulations of the zoning district in which such use is located. The Board of Trustees may also establish a limitation on the duration of the temporary use or other conditions of approval. Temporary uses are subject to meeting the regulations listed in Section 9-103(F).

It should be noted that Title 3, Chapter 11 of the Village Code regulates Solicitation in Hinsdale. Per the Village's current code requirements, solicitation may only occur if a valid permit is issued by the Village. Solicitation from a motorized vehicle is not allowed, which effectively would prevent an ice cream truck from driving around on Village streets due to safety concerns from kids chasing ice cream trucks. However, the Village does allow food trucks to sell food at Village events, such as Uniquely Thursday's and the Farmers Market.

Food trucks would be subject to paying sales tax (6.25% State Sales Tax, 1% Hinsdale Local Sales Tax, 0.75% Regional Transportation Authority (RTA) Tax = 8% Sales tax remitted to State on Sales Tax Return). The Village's 1% Local Sales Tax is provided back to the Village through the State. Additionally, Hinsdale collects an additional 1% Places for Eating tax, which is paid directly to the Village.

Mobile Food Truck Regulations in Other Municipalities

Many municipalities that allow mobile food vendors or food trucks have adopted specific code sections that regulate these types of uses. These ordinances largely include the following types of regulations:

- Areas of Operation – The general locations where food trucks or mobile food vendors are allowed to operate in a Village, such as on rights-of-way, public versus private property, certain zoning districts, or certain neighborhoods or streets
- Required Permits or Licenses – Any license or permit application requirements and approval process, which typically specifies if any fees, inspections, fingerprinting/background checks, or health codes are required by the Village. These can also include limitations on the number of permits that a Village can issue to a vendor per year
- Hours of Operation – Limitations on the days of the week or the times of the day when a vendor can operate
- Taxation – Specific requirements that mobile food vendors are subject to sales tax and local food and beverage taxes.

- Other Requirements – Requirements for sanitation, trash bins, music or noise, access, parking locations, signage, allowable items for sale, to ensure food trucks do not create any public safety issues or nuisances. Some also have adopted regulations on if a mobile food vendor must be stationary / parked versus mobile / driving when selling food

If the Board of Trustees is supportive of allowing this type of temporary use in the Village in the future, staff can conduct further research and present draft code language for discussion at a future meeting.

Adopting specific regulations for food trucks would set up appropriate restrictions to ensure these type of uses remain accessory and temporary, to allow the Village to set official permit fees and procedures for all future applications, and to provide regulations that allow for fair competition between mobile food vendors and brick and mortar restaurants. Additionally, due to the challenges of collecting food and beverage taxes from temporary mobile food vendors, staff will review requiring mobile food vendors to pay a flat fee in lieu of the Village collecting taxes.

Discussion & Recommendation

N/A

Village Board and/or Committee Action

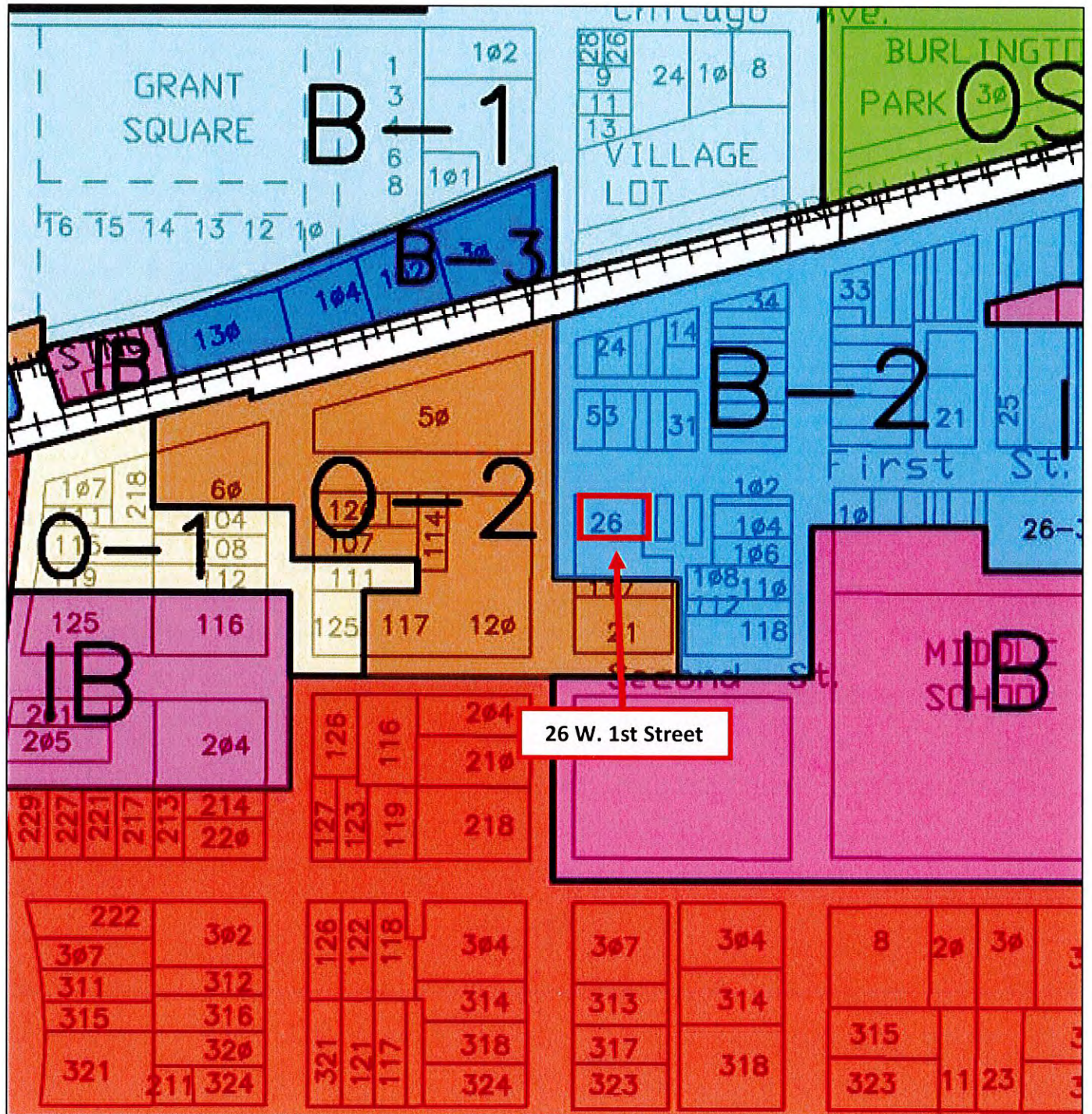
This item appeared on the July 13, 2021 Board agenda, but there was no discussion or action on the item. The matter was forwarded to the August meeting.

Documents Attached

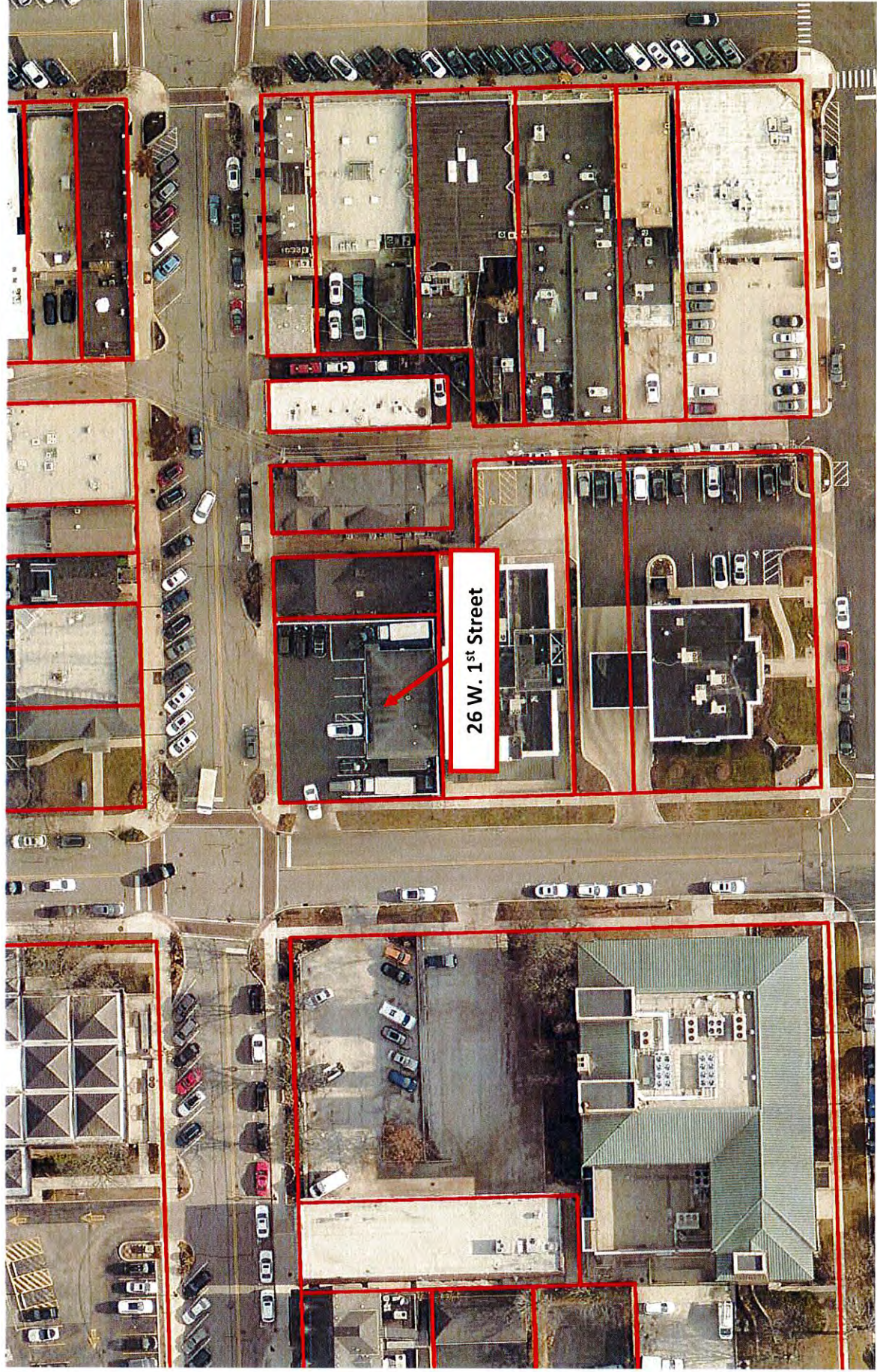
1. Zoning Map
2. Aerial View
3. Birds Eye View
4. Street View
5. Application for a Temporary Use Permit and Exhibits

[illegible]

Village of Hinsdale Zoning Map and Project Location



Aerial View – 26 W. 1st Street



Birds Eye View – 26 W. 1st Street



Street View – 26 W. 1st Street



View Looking to the Southeast

**VILLAGE OF HINSDALE
APPLICATION FOR TEMPORARY USE**

Address of proposed request: 26 W 1st St, Hinsdale, IL, 60521

APPLICATION FOR TEMPORARY USE (please include Certificate of Zoning Compliance App.)

The Hinsdale Zoning Code provides for *Permitted Temporary Uses* subject to the specific regulations and time limits as provided for in Section 9-103D of the zoning code and to the other applicable regulations of the district in which the use is permitted. The total period of time granted by such temporary use shall not exceed the period of time as specifically identified for that specific use. Where such uses are not specifically permitted, the Board of Trustees **MAY** approve such use, subject to the following regulations:

9. *Others*: In any district, any other temporary use consistent with the purposes of this code and with the purposes and intent of the regulations of the district in which such use is located; provided, however, that any such use shall require the specific prior approval of the board of trustees. The board of trustees shall establish a limitation on the duration of every temporary use approved pursuant to this subsection D9. Any approval granted hereunder shall be deemed to authorize only the particular use for which it was given, and shall not be construed to be any right or entitlement to any subsequent approval hereunder for the applicant or any other person.

Owner: John Buenavista Date: 6/30, 2021

Phone: (630) 202-5066 Email: John @ Rainbowcone.com

Temporary Use Period Requested:

From: August 18th, 2021 through August 22, 2021

Nature of Temporary Use Request:

Requesting to sell ice cream out of our Truck at
The Fruit Store.

Signature of Owner: [Signature]

Village Manager Date: _____, 20____

OR

Date of Village Board Approval: _____, 20____

For Office Use Only
\$100 Fee Paid ☐

Date: _____

Received By: _____

VILLAGE OF HINSDALE
COMMUNITY DEVELOPMENT DEPARTMENT
19 East Chicago Avenue
Hinsdale, Illinois 60521-3489
630.789.7030

Application for Certificate of Zoning Compliance

You must complete all portions of this application. If you think certain information is not applicable, then write "N/A." If you need additional space, then attach separate sheets to this form.

Applicant's name: John Buonavantu

Owner's name (if different): Mike Yurchak

Property address: 26 W 1st Street Hinsdale

Property legal description: [attach to this form]

Present zoning classification: IB, Institutional Buildings

Square footage of property: 5400

Lot area per dwelling: 60 x 90

Lot dimensions: 30 x 90

Current use of property: Retail (Fruit Store)

Proposed use:
☐ Single-family detached dwelling
☐ Other: _____

Approval sought:
☐ Building Permit
☒ Special Use Permit
☐ Site Plan
☐ Design Review
☐ Other: _____
☐ Variation
☐ Planned Development
☐ Exterior Appearance

Brief description of request and proposal:

Grant permission to The Original Rainbow Cone LLC to park their ice cream truck in our parking lot to sell ice cream and merchandise. They will operate during hours that the Fruit Store will not be operating and will block off our parking lot as a safety measure. We are giving them access to power, trash and water.

Plans & Specifications: [submit with this form]

Provided:

Required by Code:

Yards:

front: _____
interior side(s) 1 _____ 1 _____

Provided:

Required by Code:

corner side

rear

Setbacks (businesses and offices):

front:

interior side(s)

corner side

rear

others:

Ogden Ave. Center:

York Rd. Center:

Forest Preserve:

Building heights:

principal building(s):

accessory building(s):

Maximum Elevations:

principal building(s):

accessory building(s):

Dwelling unit size(s):

Total building coverage:

Total lot coverage:

Floor area ratio:

Accessory building(s):

Spacing between buildings:[depict on attached plans]

principal building(s):

accessory building(s):

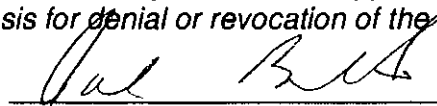
Number of off-street parking spaces required: _____

Number of loading spaces required: _____

Statement of applicant:

I swear/affirm that the information provided in this form is true and complete. I understand that any omission of applicable or relevant information from this form could be a basis for denial or revocation of the Certificate of Zoning Compliance.

By:


Applicant's signature

John Busner/et al
Applicant's printed name

Dated: July 6th, 2021.

ORIGINAL RAINBOW CONE DOWNTOWN HINSDALE

Permit Request for Truck Event

John Buonavolanto

Owner / Marketing Director

(630)202-5066

john@rainbowcone.com



The Facts

- Surrounding businesses have seen a 15%-25% increase in sales on days when Rainbow Cone Truck is present
- We promote truck events to our social media audience of over 30,000 loyal fans weekly.
- We invest dollars in digital advertising and PR to secure news and online media coverage to promote events.
- We mention key tenants in our posting and advertising
- We serve anywhere from 100-200 customers per day on our trucks

TRUCK DIMENSIONS: 30FT(L) X 8FT(W) X 12FT(H)

PROPOSED DATES:: 8/18—8/22 (5 DAYS)

LOCATION: FRUIT STORE - 26 W 1ST ST, HINSDALE, IL, 60521

HOURS:

8/18: 5-10PM

8/19: 5-10PM

8/20: 5-10PM

8/21: 5-10PM

8/22: 1-10PM



Our Plans

- Set up our truck in The Fruit Store parking lot after business hours
- We will rope off entrances/exits with cones to anchor to the lot as a safety measure
- No generator needed for power, we will plug directly into Fruit Store power
- We will bring 2 trash cans and empty out trash regularly in Fruit Store dumpster
- Our staff will regularly sweep the parking lot and clean off sidewalks/ street nearby
- There is ample parking within downtown area to accommodate our guests
- Menu is attached to the structure of the truck, no additional signage will be displayed
- 8-10 chairs set up for seating behind the truck, located in the parking lot
- Our operation will remain on private property, and will not be roaming the streets during our stay
- Music will be at a low level, playing family friendly music—unless the city has an objection



Example of Set Up



DOWNTOWN NAPERVILLE—2020



Site Map





MENU

	<u>SMALL</u>	<u>LARGE</u>
RAINBOW CONE (CONTAINS NUTS)	\$4.89	\$5.99
COOKIES & CREAM	\$4.99	\$6.99
WILD BERRY SORBET (DAIRY FREE)	\$4.99	\$6.99

--

RAINBOW QUART	\$12.49
T-SHIRT	\$19.99
HAT	\$14.99

**Sales Tax to be paid to Hinsdale*

Combined 8%

- State- 6.25
- City Tax- 1%
- Special Tax .75%

**Payment by credit card only*



DuPage County Health Department

Environmental Health Services LICENSE/PERMIT

to operate an Annual Category II Food Establishment issued to:

THE ORIGINAL RAINBOW CONE
498 E ROOSEVELT RD
LOMBARD, IL 60148

PERMIT NUMBER: PT0034584

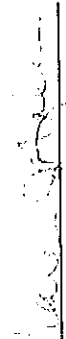
EXPIRATION DATE: 4/30/2022

This License is to be posted at all times in a location visible to patrons.

The responsibility for maintaining the License rests with the operator. This license is not transferable.



**DUPAGE COUNTY
HEALTH DEPARTMENT**


Karen L. Ayala
Executive Director

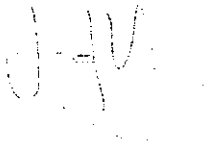
Permission of Land Use

To Whom It May Concern,

As owner of The Fruit Store, located at 26 W 1st St, Hinsdale IL, 60521, grant permission to The Original Rainbow Cone (Rainbow Cone LLC), to park their ice cream truck in our parking lot to sell ice cream and merchandise to the public. They will only operate during hours that The Fruit Store will not be operating and will block off our parking lot as a safety measure. We are giving them access to power, trash, and water.

Respectfully,

John Yurchak

A handwritten signature in dark ink, appearing to read 'J. Yurchak', is written over a faint, circular official stamp. The stamp contains some illegible text and a central emblem.



Department Name

AGENDA SECTION: Second Reading Non-Consent– ZPS
SUBJECT: Amending Village Code Definition of a Restrained Dog
MEETING DATE: August 10, 2021
FROM: Bradley Bloom, Assistant Village Manager, Dir of Public Safety

Recommended Motion

Approve an Ordinance Amending Title 5 ("Police Regulations"), Chapter 7 ("Dogs, Cats, and Other Animals") Section 5-7-1 ("Definitions") of the Village Code of Hinsdale.

Background

On June 11, 2019, the Village Board amended Section 5-5-7B the Village Code requiring dogs on the public right-of-way to be restrained with a leash. Section 5-7-1 included a definition of "Restrained" that was inconsistent with the amended code.

Discussion & Recommendation

It was an oversight that the definition of "Restrained" was not amended when the Village Code was changed requiring dogs be restrained with a leash. Staff recommends amending the definition of "Restrained" to maintain consistency with the amended section of code revised in June 2019. References in the definition that include voice control will be deleted, and the definition shall state "secured on the dog owners' premises or controlled on a leash as defined herein".

Budget Impact

N/A

Village Board and/or Committee Action

This item is presented without benefit of a first reading, as it meets policy requirements for a routine item. If the Board elects not to take action on the item, it can be moved forward for a second reading at the next meeting of the Board.

Documents Attached

1. Ordinance

VILLAGE OF HINSDALE

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 5 ("POLICE REGULATIONS"), CHAPTER 7 ("DOGS, CATS, AND OTHER ANIMALS"), SECTION 5-7-1 ("DEFINITIONS") OF THE VILLAGE CODE OF HINSDALE

WHEREAS, the Village of Hinsdale carefully licenses and regulates dogs, cats, and other animals in the Village; and

WHEREAS, among the dog, cat, and other animals regulations are regulations on restraining dogs established by Section 5-7-10 (Restraint) 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 interest of the Village and its residents to clarify the definition of restraint as set forth in Section 5-7-1 (Definitions) of the Village Code of Hinsdale, for clarity and for consistency with Section 5-7-10.

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: Title 5 ("Police Regulations"), Chapter 7 ("Dogs, Cats, and Other Animals"), Section 5-7-1 ("Definitions"), is hereby amended by amending the definition of "Restrained" to read in its entirety as follows:

"RESTRAINED: Secured on the dog owner's premises or controlled on a leash as defined herein.~~On the dog owner's premises, on a stout leash, or at heel near a person who is capable of managing and controlling such dog and obedient to such person's command.~~"

Section 2: 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 3: 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.

PASSED this _____ day of _____ 2021.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this _____ day of _____ 2021.

Thomas K. Cauley, Jr., Village President

ATTEST:

Christine M. Bruton, Village Clerk



10a

MEMORANDUM

DATE: July 9, 2021
TO: President Cauley and the Village Board of Trustees
CC: Kathleen A. Gargano, Village Manager
FROM: Robert McGinnis, Community Development Director/Building Commissioner *RM*
RE: **Community Development Department Monthly Report-June 2021**

In the month of June the department issued 117 permits including 1 new single family home, 19 residential alterations, 8 commercial alterations, and 2 demolition permits. The department conducted 385 inspections and revenue for the month came in at just over \$35,500. It should be noted that our revenue number was adjusted down approximately \$51,500 this month due to a cash bond that was accidentally coded as permit revenue last month.

There are approximately 96 applications in house, including 12 single family homes and 17 commercial alterations. There are 46 permits ready to issue at this time, plan review turnaround is running approximately 3-4 weeks, and lead times for inspection requests are running approximately 24 hours.

The Engineering Division has continued to work with the department in order to complete site inspections and respond to drainage complaints. In total, 70 engineering inspections were performed for the month of June by the division. This does not include any inspection of road program work and is primarily tied to building construction and drainage complaints.

We currently have 16 vacant properties on our registry list. The department continues to pursue owners of vacant and blighted properties to either demolish them and restore the lots or come into compliance with the property maintenance code.

COMMUNITY DEVELOPMENT MONTHLY REPORT June 2021

PERMITS	THIS MONTH	THIS MONTH LAST YEAR	FEES	FY TO DATE	TOTAL LAST YEAR TO DATE
New Single Family Homes	1	1			
New Multi Family Homes	0	0			
Residential Addns./Alts.	19	21			
Commercial New	0	0			
Commercial Addns./Alts.	8	2			
Miscellaneous	48	34			
Demolitions	2	0			
Total Building Permits	78	58	\$ 26,136.00	\$614,268.00	\$518,128.00
Total Electrical Permits	19	18	\$ 4,317.00	\$ 45,601.00	\$30,235.00
Total Plumbing Permits	20	19	\$ 5,791.00	\$ 92,668.00	\$57,441.00
TOTALS	117	95	\$ 36,244.00	\$752,537.00	\$ 605,804.00

Citations			\$250		
Vacant Properties	16				

INSPECTIONS	THIS MONTH	THIS MONTH LAST YEAR			
Bldg, Elec, HVAC	209	174			
Plumbing	34	40			
Property Maint./Site Mgmt.	72	87			
Engineering	70	80			
TOTALS	385	381			

REMARKS:

VILLAGE OF HINSDALE - June 15-2

2020

Name	Ticket NO.	Location	Violation	Ord Fine	Result
Burke Thomas	12583	104 N. Garfield	Property Maintenance	50 per violation	
Burke Thomas	12584	104 N. Garfield	Property Maintenance	continued for fine assessment	
Burke Thomas	12585	104 N. Garfield	Property Maintenance		
Shaw, David	12586	434 N. Lincoln	Property Maintenance	250	
Zembova, Laimonas	12587	4322 Quincy	work without permit	attorney status	
Zembova, Laimonas	12587	4322 Quincy	work without permit	retained July 13, 2021	

Total: 250

TOTAL: 250.00



MEMORANDUM

TO: President Cauley and the Board of Trustees
FROM: Dan Deeter, PE
DATE: August 10, 2021
RE: Engineering July 2021 Monthly Report
 Executive Summary

- **2021 Infrastructure Improvement Projects**

- 2021 Watermain (WM) Project Phase 2
 - 03/15/21 – Construction started
 - Early July 2021 – Substantial completion of the watermain construction with the completion of the concrete patch over the trench. Full street restoration will be completed with the 2021 Chicago Avenue Resurfacing Project.
- 2021 Chicago Avenue Resurfacing Project
 - 06/11/21 – IDOT bid opening
 - 07/01/21 – IDOT awarded the bid
 - 08/04/21 – Pre-construction meeting
 - 08/30/21 – Construction starts (60-day duration)
- 2021 Eighth St. Reconstruction
 - 06/07/21 – Construction started
 - The contractor has completed the underground utility work. This includes watermain replacement between Park and County Line Road and sewer inlets and lateral replacement.
 - 07/26/21 – 08/10/21 – Pavement demolition & removal of pavement down to the sub-grade.
 - 08/11-15/21 – Sub-grade soil stabilization
- 2021 Maintenance Project
 - Pavement resurfacing is complete.

TO: President Cauley and the Board of Trustees
FROM: Dan Deeter, PE
DATE: August 10, 2021
RE: Engineering July 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 89 construction site inspections or drainage complaint inspections in July.

Per Hinsdale's combined sewer overflow (CSO) permit #IL0066818, Staff submitted five reports to the Illinois Environmental Protection Agency (IEPA) in July. This represents one monthly Discharge Monitoring Report for each of the Village's four CSOs and a semi-annual Long-Term Control Plan update.

The following capital improvement projects and engineering studies are underway:

Chicago Avenue Improvements

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 and constructed earlier, before the IDOT review was completed and approved.

**2021 Watermain (WM) Ph2 – 12" WM on Chicago Ave. – Washington to Stough St.
Complete**

- 03/15/21 – Construction begins
- Early July 2021 – Substantial completion with the patching of the WM trenches.
- Street restoration will be completed during the Chicago Avenue Resurfacing Project.

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. Builders Paving, LLC was the lowest responsive bidder.
- 07/01/21 – IDOT approved the contract

- 08/04/21 – IDOT pre-construction meeting
- 08/30/21 – Construction begins
- 10/31/21 – Construction complete (est.)

Eighth Street Reconstruction – (Garfield Street to County Line Road)

The construction of an asphalt street was awarded J. Nardulli Concrete, Inc. on 05/04/2021. This project is part of the Master Infrastructure Plan. The initial schedule is as follows (weather dependent):

- 05/27/21 – Pre-construction Meeting
- 06/07/21 – Construction started
- The contractor has completed the underground utility work. This includes watermain replacement between Park and County Line Road and sewer inlets and lateral replacement.
- 07/26/21 – 08/10/21 – Pavement demolition & removal of pavement down to the sub-grade.
- 08/11-15/21 – Sub-grade soil stabilization
- 08/16-20/21 – Pouring of concrete curb & gutter
- 08/23-30/21 – Pavement construction
- 09/01-81/21 – Site restoration (driveway replacement, topsoil & sod)
- Mid-September – estimated project completion (weather dependent)

2021 Maintenance Project

The 2021 Maintenance project which includes the resurfacing of +/-1.2-miles of Village streets and the resurfacing of the Village parking lot on W. Eighth Street near the Robbins park tennis courts. The contractor, Builders Asphalt Paving, started on 04/12/21 with concrete curb & gutter and sidewalk replacement and completed Asphalt surface paving in June. Striping was delayed until July due to rain. Sod restoration will be delayed until September (after the dry summer months).

Other Engineering Activities

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 2020-2021:

MEMORANDUM

Company	Location	Description	Approval Status	Approval Date
Crown Castle	York Rd., The Lane, N. Garfield St., Maple St., S. Lincoln St.	Install conduit & fiber optic cable for governmental user	Approved	6/15/21
Verizon	Hinsdale Water Tower	Upgrade equipment	Pending	
Verizon	S. Lincoln St., 9 th St., S. Madison St.	Install fiber optic cable	Approved	07/15/21
Metronet	Various Streets	Install fiber optic cables to interconnect all District 181 schools.	Approved	3/15/21
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

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

Veeck Park Wet Weather Facility
Hinsdale, Illinois

Date	Overflow Ht. Above Weir (feet)	Precipitation (inches of water)	
07/01/21		0.47	
07/02/21			
07/03/21			
07/04/21			
07/05/21			
07/06/21			
07/07/21			
07/08/21			
07/09/21			
07/10/21		0.12	
07/11/21		0.25	
07/12/21		0.03	
07/13/21		0.03	
07/14/21			
07/15/21		0.72	
07/16/21			
07/17/21			
07/18/21			
07/19/21			
07/20/21			
07/21/21			
07/22/21			
07/23/21		0.10	
07/24/21		0.45	
07/25/21			
07/26/21			
07/27/21			
07/28/21		0.18	
07/29/21		0.17	
07/30/21			
07/31/21			
			YTD
Total Precipitation:	2.52		14.45
Departure from Normal:	-1.18		-5.77
	68%		71%

Notes:

1. Rain data from USGS Rain Gauge at 22nd Street/Salt Creek, Oak Bro

Change Order Field Record

[illegible][illegible]

Contractor Bid	1,721,900.00
Updated Cost	1,743,757.65
Updated Cost(%)	101.3%

Change Order Field Record

Subtotal	\$ 76,150.00	\$ 90,118.75	\$
Total		\$ (13,968.75)	Addition

1,340,365.15
1,326,396.40
99.0%

Subtotal	
Total	

Contractor Bid	652,000.00
Updated Cost	661,950.00
Updated Cost(%)	101.5%

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 (bid opening: Jan 2022)	70% SPT match 30% local match	\$ 906,720
		Additional \$341,820 awarded at 03/25/21 DMMC meeting		
Illinois Dept of Transportation	Surface Transportation Program (STP)	Chicago Ave (IL Rte 83 - Garfield) resurfacing (bid opening: Jun 2021)	70% SPT match 30% local match	\$ 532,000
Illinois Dept of Natural Resources	OSLAD	Renovation of pool		\$ 400,000
IDOT	Rebuild Illinois Bond Funds	Street construction/reconstruction	Six disbursements of \$184,706.76 over 3 years	\$ 1,108,241
Total				\$ 25,623,754

**Village of Hinsdale
Grant Applications Under Consideration**

Source	Program	Purpose	Status	Amount
Total				\$ -



DATE: July 28, 2021

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

FROM: John Giannelli, Fire Chief

RE: Executive Summary - Fire Department Activities for April 2021

In summary, Fire Department activity for April 2021 included responding to a total of **196** emergency incidents. There were **45** fire-related incidents, **120** emergency medical-related incidents, and **31** emergency/service-related incidents.

This month, the average response time from receiving a call to Department crews responding, averaged **1** minute and **14** seconds. Response time from receiving a call to Department crews arriving on the scene was **4** minutes and **46** seconds.

In the month of April, there was **no** dollar loss due to fires. Members assisted Clarendon Hills and Western Springs on various calls.

In the month of April, Chief Giannelli covered short shifts due to staffing shortages. The total hours covered were **48**, thereby saving the Village an estimated **\$2,880.00** in overtime.

Chief Giannelli and Assistant Chief McElroy attended weekly MABAS 10 Chief's, DuPage Chief's, Metro Chiefs, and DUCOMM meetings via conference calls and Zoom.

On April 30, Assistant Chief Tim McElroy retired after 48 years of service to the Village of Hinsdale.



Hinsdale Fire Department – Monthly Report
April 2021



Emergency Response

In **April**, the Hinsdale Fire Department responded to a total of **196** requests for assistance, for a total of **733** responses this calendar year. There were **34** simultaneous responses and **zero (0)** train delays this month. The responses are divided into three basic response categories (Fire, Ambulance, and Emergency):

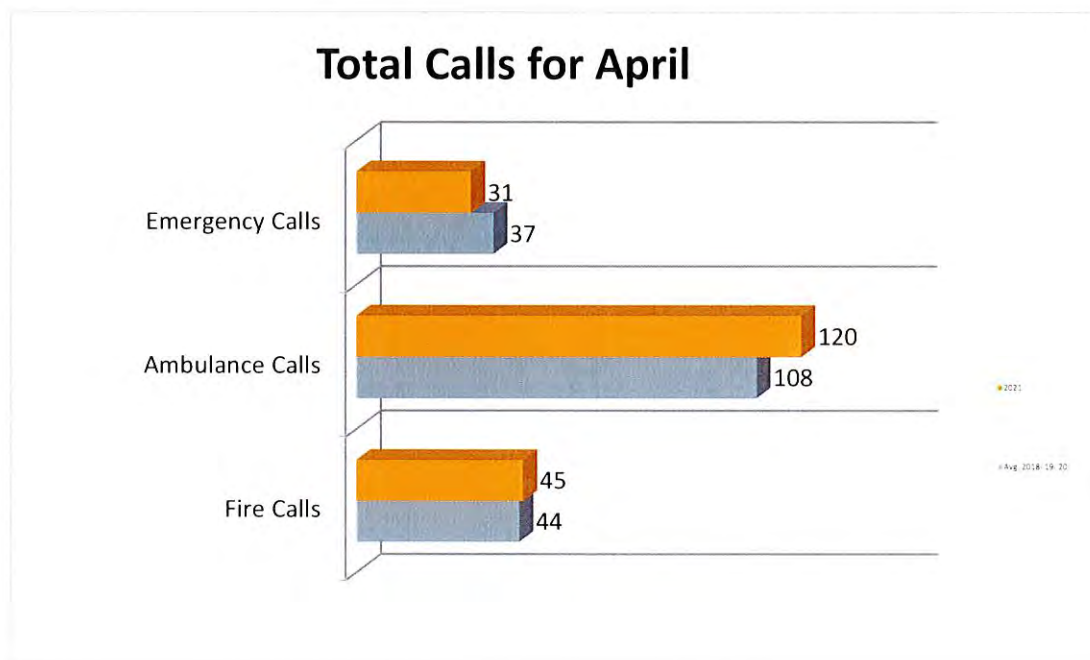
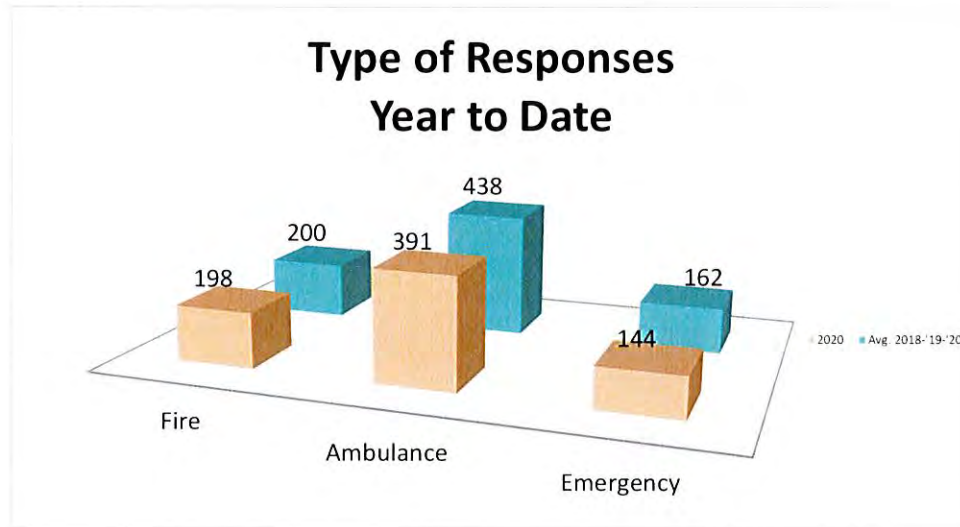
Type of Response	April 2021	% of Total	Three Year Average April 2018-2019-2020
Fire: (Includes incidents that involve fire, either in a structure, in a vehicle or outside of a structure, along with activated fire alarms and/or reports of smoke)	45	23%	44
Ambulance: (Includes ambulance requests, vehicle accidents and patient assists)	120	61%	108
Emergency: (Includes calls for leaks and spills, hazardous material response, power lines down, carbon monoxide alarms, trouble fire alarms, house lock outs, elevator rescues, and other service related calls)	31	16%	37
Simultaneous: (Responses while another call is on-going. Number is included in total)	34	17%	32
Train Delay: (Number is included in total)	0	0%	4
Total:	196	100%	189

Year to Date Totals

Fire: 198	Ambulance: 391	Emergency: 144
2021 YTD Total: 733	2018-19-20 Average:	800

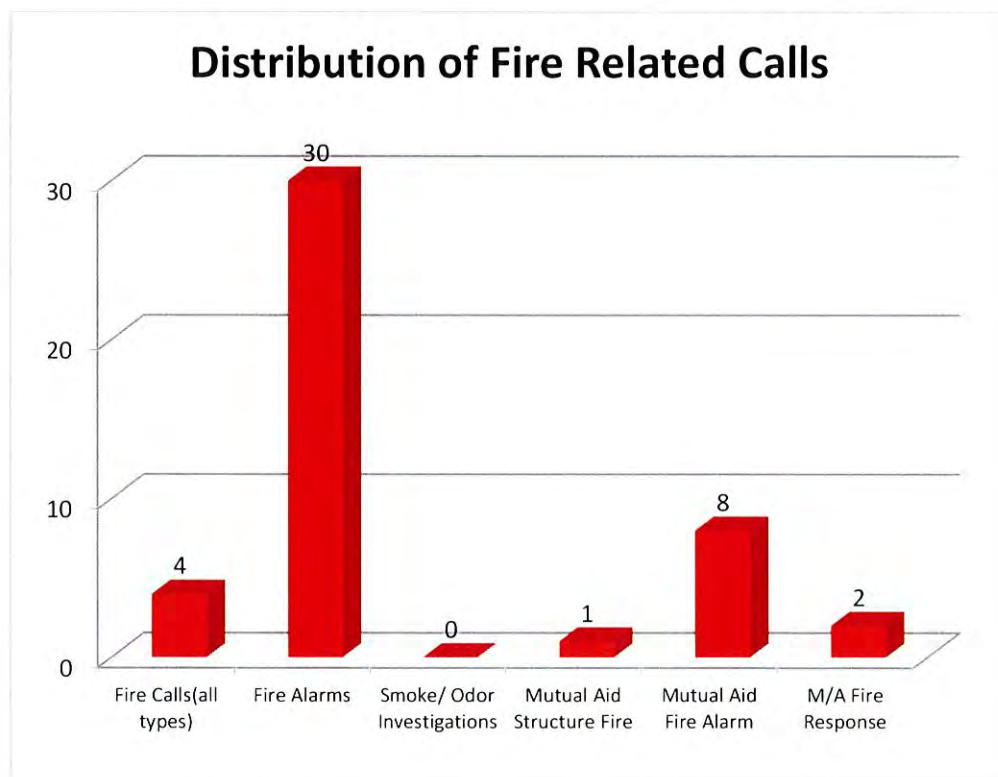
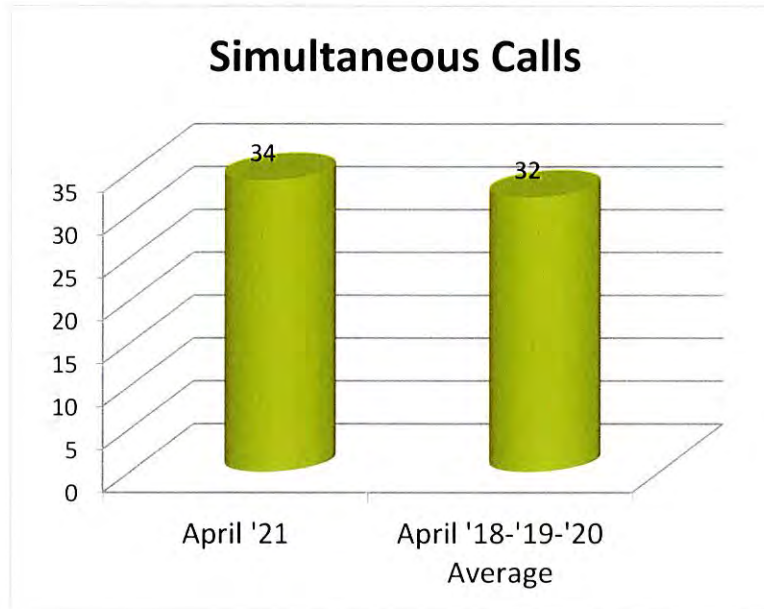


Emergency Response





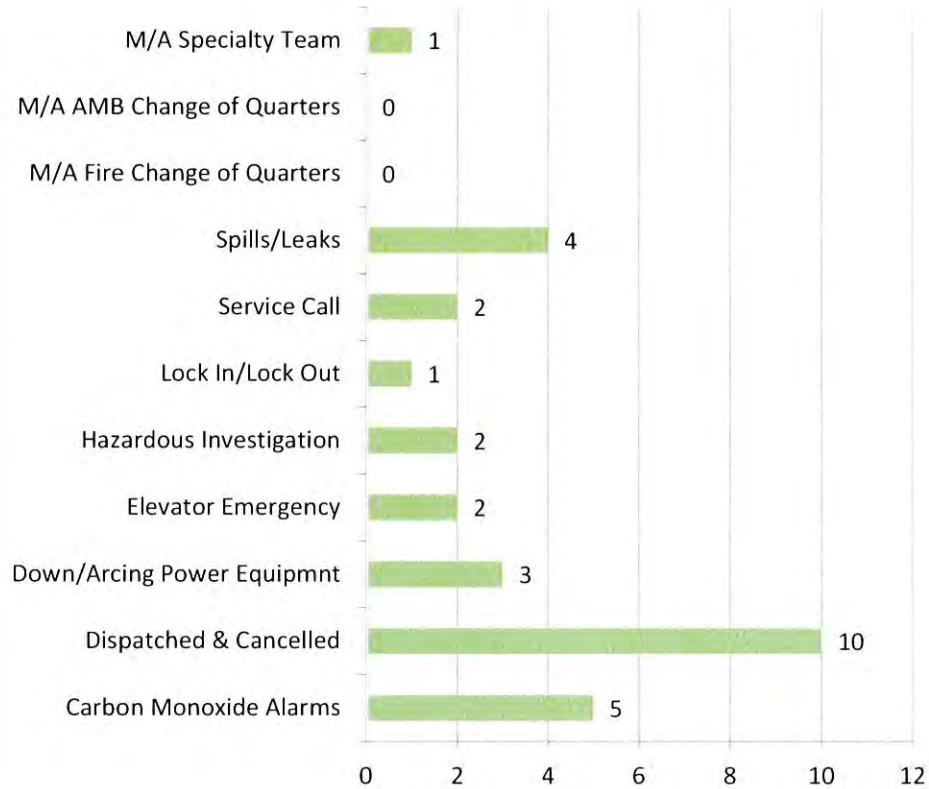
Emergency Response



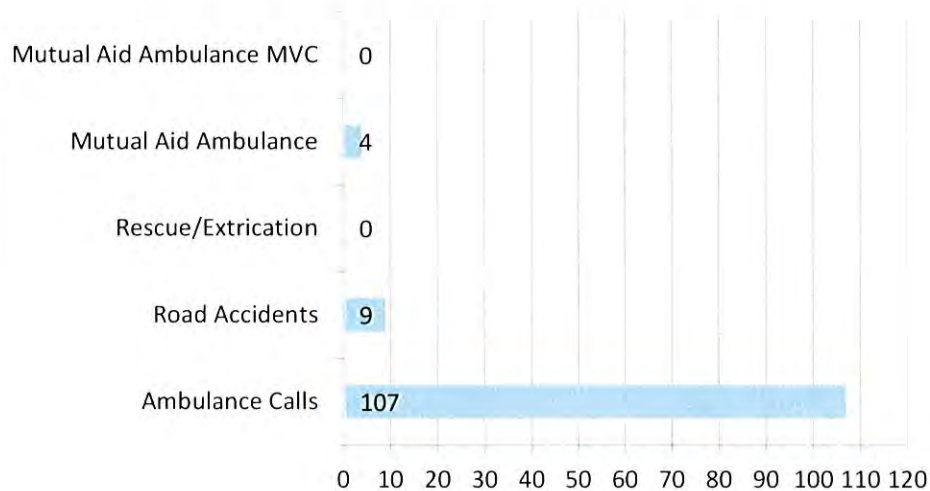


Emergency Response

Distribution of Emergency Related Calls



Distribution of EMS Related Calls





Hinsdale Fire Department – Monthly Report
April 2021



Incidents of Interest

Call #

Call# 21-0564 - Members and Medic 84, Engine 84, and Medic 85 responded to Manor Care for a cardiac arrest. Upon arrival, all members provided Advanced Life Support and transported the patient to the Hinsdale Hospital ER.

April 5 – M84 and two members stood by at the vaccine clinic at Hinsdale Central from 1200-1700.



Hinsdale Fire Department – Monthly Report April 2021



Training/Events

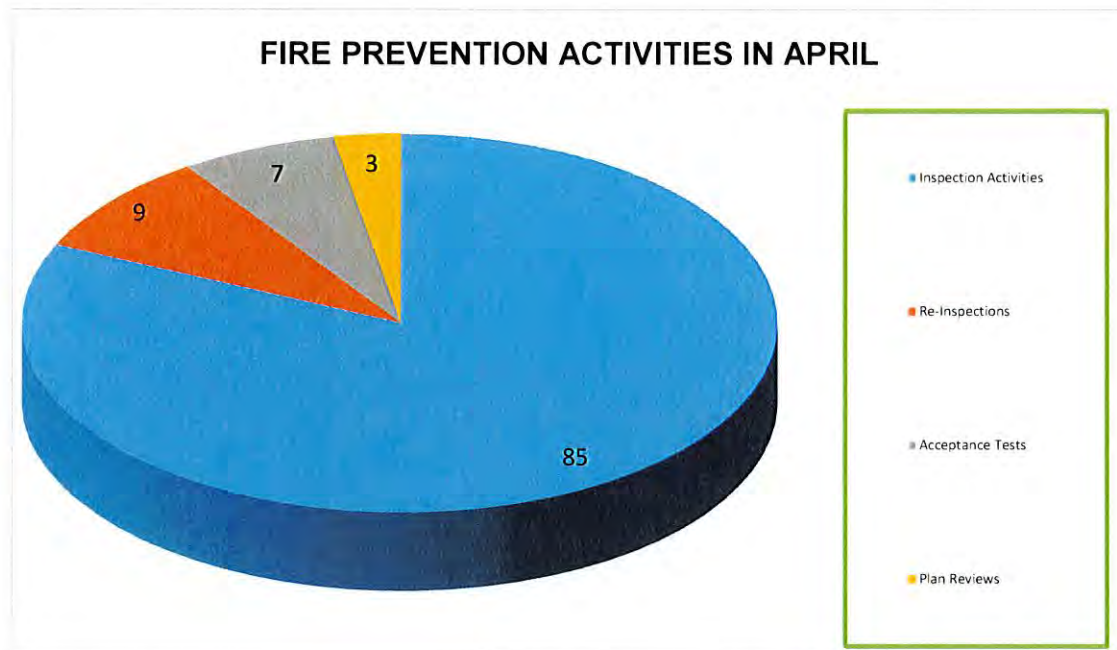
In addition to the daily training in EMS, Technical Rescue, Hazardous Materials, Firefighting, and vehicle checks, members completed the following specialized training:

- 4/26-4/28 Lt. Ziemer attended live burn training with Red, Gold, and Black shift at the Darien-Woodridge burn tower. Hinsdale companies worked with Pleasantview companies completing scenario based evolutions under live fire conditions.
- 4/27/2021 Lt. McCarthy, and FF's Majewski and Russell attend live fire training at the Darien-Woodridge burn tower. They worked with Pleasantview companies completing scenario-based evolutions under live fire conditions.



Public Education

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



Fire Prevention/Safety Education

- The Bureau reviewed and is preparing for the FireHouse Software Update and its new features/capabilities.
- The Bureau is continuing to work with all the schools to help ensure a safe school year. We're working closely with school administration to help guide them and assist them with school safety drills.
- Bureau working closely with the property management of Hinsdale Apartments to secure a plan to update all alarms to current standards.
- An increase in Fire Alarm Inspections is partially due to issues with Hinsdale Hospital properties. The Bureau is working with the provider and Hospital staff to address the problems.
- *** *Special Thanks to Assistant Fire Chief Tim McElroy for the Guidance and Direction that he has given this Bureau over the years.* ***



**Hinsdale Fire Department – Monthly Report
April 2021**



Inspection Activities

April 2021 had a total of 104 Fire Inspection Activities:

Inspections - 81

Initial (33)

Fire Alarm (48)

Re-Inspections - 9

Acceptance Test - 7

Fire Alarm (3)

Sprinkler (4)

Plan Reviews - 3

General (1)

Fire Alarm (2)

Fire Pump Test – 1

School Safety Drills - 1

Knox Box Maintenance - 2

There was \$2,030.00 of inspection fees forwarded to the Finance Department for the month of April.

The total inspection fees forwarded to the finance department for the 2021 calendar year total year to date (YTD) is \$13,500.00.