



MEETING AGENDA

VILLAGE BOARD OF TRUSTEES

Tuesday, October 5, 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 September 21, 2021
4. PROCLAMATION – FIRE PREVENTION WEEK
5. VILLAGE PRESIDENT'S REPORT
6. CITIZENS' PETITIONS* (Pertaining to items appearing on this agenda)
7. FIRST READINGS – INTRODUCTION**

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

Administration & Community Affairs (Chair Posthuma)

- a) Approve a Resolution Approving and Authorizing Execution of a Lease of Office / Distribution Space at 22 N. Elm Street between HCS Family Services and the Village of Hinsdale, Illinois

8. CONSENT AGENDA

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

Administration & Community Affairs (Chair Posthuma)

- a) Approval and payment of the accounts payable for the period of September 20, 2021 through October 1, 2021 in the aggregate amount of \$452,162.15 as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk***

Environment & Public Services (Chair Byrnes)

- b) Award the design and construction observation engineering services for the 2022 Resurfacing Project to HR Green in the amount not to exceed \$49,985 (*First Reading September 21, 2021*)

9. SECOND READINGS / NON-CONSENT AGENDA – ADOPTION

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

Administration & Community Affairs (Chair Posthuma)

- a) Approve the award of Bid #1681 to George's Landscape for the Irma Butler Tot Lot rebuild not to exceed the contract cost of \$169,854.50 (*First Reading September 21, 2021*)
- b) Approve the 2022-2026 Capital Improvement Plan (CIP) (*First Reading – Committee of the Whole September 21, 2021*)

10. DISCUSSION ITEMS

- a) Tollway update

11. DEPARTMENT AND STAFF REPORTS

- a) Engineering
- b) Parks & Recreation

12. REPORTS FROM ADVISORY BOARDS AND COMMISSIONS

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

14. TRUSTEE COMMENTS

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

16. ADJOURNMENT

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

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

******Routine items appearing on the Consent Agenda may include those items that have previously had a First Reading, the Accounts Payable and previously budgeted items that***

fall within budgetary limitations, has been competitively bid or is part of a State Contract, and have a total dollar amount of less than \$100,000.

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

The Village of Hinsdale is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend this meeting and who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the facilities, are requested to promptly contact 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>



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**VILLAGE OF HINSDALE
VILLAGE BOARD OF TRUSTEES
MINUTES OF THE MEETING
September 21, 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, September 21, 2021 at 7:36 p.m., roll call was taken.

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

Absent: Trustee Scott Banke

Also Present: Village Manager Kathleen A. Gargano, Assistant Village Manager/Director of Public Safety Brad Bloom, Assistant to the Village Manager Trevor Bosack, Assistant Police Chief Tom Lillie, Fire Chief John Giannelli, Assistant Fire Chief Jon Carlson, Finance Director Andrea Lamberg, Director of Community Development Robb McGinnis, Village Planner Bethany Salmon, Director of Public Services George Peluso, Superintendent of Parks & Recreation Heather Bereckis, HR Director Tracy McLaughlin, and Village Clerk Christine Bruton

Present by phone: Village Engineer Dan Deeter

PLEDGE OF ALLEGIANCE

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

APPROVAL OF MINUTES

a) Regular Meeting of September 7, 2021

There being no changes to the draft minutes, Trustee Posthuma moved to **approve the draft minutes of the regular meeting of September 7, 2021, as presented.** Trustee Fisher seconded the motion.

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

NAYS: None

ABSTAIN: None

ABSENT: Trustee Banke

Motion carried.

VILLAGE PRESIDENT'S REPORT

President Cauley reported that prior to this meeting, Trustees and members of the Finance Commission met to start the budget review process for 2022. This includes the five-year Capital Improvement Plan (CIP). He stated that Village revenues, while impacted by the COVID-19 pandemic, have rebounded close to 2019 levels. The Village cut back on spending during the pandemic, but based on revenue projections, the CIP will be funded at the historic budgeted

amount of \$625,000. An additional \$200,000 will be allocated to the Master Infrastructure Plan (MIP), and \$400,000 will be transferred to the Water Fund to support operations due to the delay in implementing the water rate increase. Even with these allocations, the Village's recommended 25% fund balance will be maintained. The CIP identified approximately \$2.7 million in projects, including Community Pool improvements, KLM Lodge improvements and the replacement of snow removal equipment.

President Cauley reported that Clarendon Hills is thinking of buying a new Fire Department ladder truck at a cost of \$1.4 million. It is his understanding that this equipment is not used that often, and per our Intergovernmental Agreement (IGA) with Clarendon Hills the truck that Hinsdale has could be shared by both communities. He would like to work together on significant expenditures, and talk to them about their need for this equipment. Fire Departments are expensive, and sharing costs makes sense for everyone.

Recently, an historic Frank Lloyd Wright home located on County Line Road was sold to preservation-minded buyers. He stated the Village Board and Historic Preservation Commission applaud the efforts to preserve and maintain the historically significant buildings and homes in Hinsdale.

He reported the progress on Eighth Street and Chicago Avenue roadwork. He also reported area COVID-19 statistics, noting the 7-day positivity rate is dropping.

APPOINTMENTS TO BOARDS AND COMMISSIONS

President Cauley asked for a motion to approve the following appointments:

Plan Commission

Ms. Shelley L. Carter appointed to a 2-year term through April 30, 2023 to complete the expired term of Mr. Troy Unell

Economic Development Commission

Ms. Natalie Scheid appointed to a 3-year term through April 30, 2024

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

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

NAYS: None

ABSTAIN: None

ABSENT: Trustee Banke

Motion carried.

CITIZENS' PETITIONS

None.

FIRST READINGS – INTRODUCTION

Administration & Community Affairs (Chair Posthuma)

- a) **Approve the award of Bid #1681 to George's Landscape for the Irma Butler Tot Lot rebuild not to exceed the contract cost of \$169,854.50**

Trustee Posthuma introduced the item stating the Village received seven compliant bids, this being the low bidder. The bid package included a base bid and three alternatives for playground turf surface, ornamental fencing and replacement of the existing park shelter. The Village will proceed with the playground improvements, and include the alternatives for the playground turf surface and the shelter replacement. The budget for this project was \$175,000. A consultant was hired to manage the bidding process, and oversee the removal and replacement of the playground at a cost of \$8,000. The total cost of the project, including the consultant, is about \$3,000 over budget, however, this may be recouped if the contingency is not used, and if curb repair is done in-house.

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

Environment & Public Services (Chair Byrnes)

- b) **Award the design and construction observation engineering services for the 2022 Resurfacing Project to HR Green in the amount not to exceed \$49,985**

Trustee Byrnes introduced the item for engineering services for the accelerated Master Infrastructure project for several short blocks throughout the town. He noted that HR Green has successfully completed a significant amount of this type of work for the Village.

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

CONSENT AGENDA

Administration & Community Affairs (Chair Posthuma)

- a) Trustee Fisher moved **Approval and payment of the accounts payable for the period of September 6, 2021 through September 17, 2021 in the aggregate amount of \$1,185,884.47 as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk.** Trustee Stifflear seconded the motion.

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

NAYS: None

ABSTAIN: None

ABSENT: Trustee Banke

Motion carried.

The following items were approved by omnibus vote:

Environment & Public Services (Chair Byrnes)

- b) **Approve a Resolution for Improvement under the Illinois Highway Code (MFT); and Approve a Resolution for Improvement under the Illinois Highway Code (RBI); and Approve a Resolution for Improvement under the Illinois Highway Code (General Local Funds) (First Reading September 7, 2021)**

- c) **Reject all bids, waive competitive bidding, and award the sewer cleaning, televising, and root cutting contract to National Power Rodding Corp. in the amount of \$44,789.40 with authority to perform additional sewer cleaning, televising, and root cutting services not to exceed the budgeted amount of \$60,000** (*First Reading September 7, 2021*)
- d) **Award the 2021 50/50 Sidewalk Project to Suburban Concrete in the amount not to exceed \$84,860**
- e) **Waive the competitive bid process and accept a proposal to Cummins Sales and Service in the amount of \$22,340.07 to repair the Veeck combined sewer overflow (CSO) generator for the cooling system**
- f) **Award year two of contract #1673 for holiday lighting & decorating to McFarlane Douglass & Companies, in the base bid amount of \$21,995 with the intention to utilize the full budget of \$28,000 for purchasing of replacement light strands**

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

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

NAYS: None

ABSTAIN: None

ABSENT: Trustee Banke

Motion carried.

SECOND READINGS / NON-CONSENT AGENDA – ADOPTION

Zoning & Public Safety (Chair Stifflear)

- a) **Approve an Ordinance Approving a Tentative and Final Plat of Subdivision (531 N. Oak Street)** (*First Reading September 7, 2021*)

Trustee Stifflear introduced the item to divide one lot into two code compliant lots. The existing home will remain on one of the lots. Currently, there are no plans for the second lot, but any future development would be required to meet code requirements. The Plan Commission unanimously recommended Board approval at their meeting of August 11.

Trustee Stifflear moved to **Approve an Ordinance Approving a Tentative and Final Plat of Subdivision (531 N. Oak Street).** Trustee Fisher seconded the motion.

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

NAYS: None

ABSTAIN: None

ABSENT: Trustee Banke

Motion carried.

b) Approve an Ordinance Approving a Site Plan, Exterior Appearance Plan, Design Review Permit and Sign Permit for Exterior Changes to an Existing Convenience Store Building and Gas Station Canopy at 149 E. Ogden Avenue (BP Amoco) (First Reading September 7, 2021)

Trustee Stifflear introduced the item that is to approve exterior changes to the property located at 149 E. Ogden Avenue, consisting of the BP gas station, The Pride convenience store, and the Urban Counter restaurant. He reviewed the proposed changes, and noted that at the first reading of this item, the Board asked the applicant to include landscaping improvements as part of the project.

Mr. Dan Soltis, representing the applicant, addressed the Board, and pointed out their landscape architect put together a plan for the existing landscaping and 270 total supplemental plantings. A description of the plants was provided, and Mr. Soltis noted that they paid particular attention to height, color and salt resistance.

The Board expressed their appreciation of the plan provided, calling it a first rate landscape plan. Trustee Stifflear pointed out that the landscape requirement is included in the language of the new draft ordinance. It was noted that the maintenance and watering of the plant material is not in the ordinance, but covered by general code provisions.

Trustee Stifflear moved to **Approve an Ordinance Approving a Site Plan, Exterior Appearance Plan, Design Review Permit and Sign Permit for Exterior Changes to an Existing Convenience Store Building and Gas Station Canopy at 149 E. Ogden Avenue (BP Amoco)**. Trustee Haarlow seconded the motion.

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

NAYS: None

ABSTAIN: None

ABSENT: Trustee Banke

Motion carried.

DISCUSSION ITEMS

a) Tollway update

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

DEPARTMENT AND STAFF REPORTS

a) Community Development

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

REPORTS FROM ADVISORY BOARDS AND COMMISSIONS

None.

CITIZENS' PETITIONS

None.

TRUSTEE COMMENTS

None.

ADJOURNMENT

There being no further business before the Board, President Cauley asked for a motion to adjourn. Trustee Fisher moved to **adjourn the regularly scheduled meeting of the Hinsdale Village Board of Trustees of September 21, 2021.** Trustee Byrnes seconded the motion.

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

NAYS: None

ABSTAIN: None

ABSENT: Trustee Banke

Motion carried.

Meeting adjourned at 7:56 p.m.

ATTEST: _____
Christine M. Bruton, Village Clerk

2021 FIRE PREVENTION WEEK PROCLAMATION

WHEREAS, the Village of Hinsdale is committed to ensuring the safety and security of all those living in and visiting our village as fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

WHEREAS, home fires killed more than 2,770 people in the United States in 2019, according to the National Fire Protection Association® (NFPA®), and fire departments in the United States responded to 339,500 home fires; and

WHEREAS, smoke alarms sense smoke well before you can, alerting you to danger in the event of fire in which you may have as little as 2 minutes to escape safely; and

WHEREAS, working smoke alarms cut the risk of dying in reported home fires in half and Hinsdale residents should be sure everyone in the home understands the sounds of the alarms and knows how to respond; and

WHEREAS, Hinsdale residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and

WHEREAS, Hinsdale residents will make sure their smoke and CO alarms meet the needs of all their family members, including those with sensory or physical disabilities; and

WHEREAS, Hinsdale first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and

WHEREAS, Hinsdale residents are responsive to public education measures are better able to take personal steps to increase their safety from fire, especially in their homes; and

WHEREAS, the 2021 Fire Prevention Week™ theme, “Learn the Sounds of Fire Safety™,” effectively serves to remind us it is important to learn the different sounds of smoke and carbon monoxide alarms.

NOW, THEREFORE, BE IT PROCLAIMED, by the President and Board of Trustees of the Village of Hinsdale, do hereby proclaim October 3–9, 2021, as Fire Prevention Week throughout this village, and I urge all the people of Hinsdale to “Learn the Sounds of Fire Safety” for Fire Prevention Week 2021 and to support the many public safety activities and efforts of Hinsdale fire and emergency services.

PROCLAIMED THIS 5th DAY OF OCTOBER. 2021.

Thomas Cauley
Village President

Administration

AGENDA SECTION: First Reading - ACA

SUBJECT: Entering into a Lease Agreement with Hinsdale Community Services

MEETING DATE: October 5, 2021

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

Recommended Motion

Approve a resolution approving and authorizing execution of a lease of office/distribution space at 22 N. Elm Street between HCS Family Services and the Village of Hinsdale, Illinois

Background

Hinsdale Community Services ("HCS") currently utilizes space at the Village-owned Memorial Building without cost based on an arrangement that was initiated with a resolution approved by the Village Board on June 26, 1928, at the time of the original transfer of the Memorial Building to the Village, pledging certain office space within Memorial Hall for the use of the Hinsdale Nursing and Relief Association. The use at the Memorial Building by HCS, a successor organization to the Hinsdale Nursing and Relief Association, has expanded in scope since that time beyond the originally provided space to its current use of approximately 2,000 square feet.

Due to steady increase in clients over the last 10 years, HSC has outgrown their current space in the Memorial Building. Dating back to late 2018, staff as well as Trustees Hughes and Posthuma have been working with HCS to identify alternative Village owned space to relocate HCS and negotiating the terms of a lease.

It is intended that part of the consideration for this Lease will be the complete cessation of use of the Memorial Building by HCS due to its voluntary vacation of the Memorial Building premises and its relocation to a Village owned building previously occupied by the Hinsdale Humane Society located at 22 N. Elm Street. Following the issuance of a certificate of occupancy at 22 N. Elm Street, HCS shall have ninety (90) days to vacate the Memorial Building and shall have no right to any further use of space at the Memorial Building.

Discussion & Recommendation

The terms of the lease agreement are as follows:

The initial term of the lease is for 10 years with 3 additional 5-year periods subject to the mutual agreement by the parties. HCS shall pay no rent to the Village. The Village is responsible for reasonable cost of utility services. Currently, the utilities are provided under the Village's gas and electrical franchise agreements. HCS is responsible for all build out costs currently estimated at \$420,000 dollars. The Village agrees to waive building permit costs other than pass through costs. The Village agrees to work with HCS and ComEd in the relocation of an electrical pole, if necessary, and the parties will split the cost of such relocation, with the

Village's contribution capped at \$25,000. The Village is responsible for maintenance to the exterior of the building. If the Village sells the property or desires to use the property for other purposes during the term the Village has the right to deliver notice no sooner than after the end of the sixth year with two years notice to relocate HCS to a suitable location to resume operations and provide comparable services taking into reasonable consideration such factors as size, traffic, customer parking, location, parking and loading accessibility for HCS vans, ability to provide drive-thru service, single level space and be equal or exceed the size of HCS currently used space in the Memorial Building of 2000 square feet. The replacement premises will be leased under the same terms of this agreement. If relocation occurs during the term, the Village must reimburse 150% of the lease buildout costs if before the conclusion of the initial term and on a pro-rated basis thereafter. The Village is responsible for insuring the building itself, and HCS is responsible for carrying general liability and workers' compensation insurance relative to its activities at the building, and fire damage insurance relative to its personal property. The Village is responsible for all repair costs in excess of \$1,000 to the building mechanicals, plumbing and electric systems.

HCS buildout plans include making certain improvements to the interior and exterior of the building as well as adding a small parking lot to the north side of the building. Zoning and signage related approvals will come back before the Board and will be considered as a separate matter. If zoning approvals necessary for construction of the project by HCS are not approved, the lease shall automatically terminate. Preliminary concept renderings (subject to change) showing building elevations are attached.

HCS has outgrown their current space in the Memorial Building and has a strong desire to relocate to the former Humane Society building. The Memorial Building is a historic building and not designed to accept bulk food deliveries. As such the Memorial Building has been subject to unusual wear and tear attributable to the HSC operations. The HSC also impacts available parking and traffic flows in and around the Memorial Building.

The building previously used by the Humane Society is vacant, unused and in good condition. The building mechanicals are not in need of significant repair. The building will provide HCS with almost 5500 square feet of space (almost double their current space in the Memorial Building) in a single-story building. The Village forecasts less than \$5,000 in annual maintenance expenses. Lastly, once HCS vacates the Memorial Building the Village will benefit from the additional office space and parking availability.

Based upon this, staff recommends Village Board approval of the lease.

Budget Impact

Annual maintenance expenses are expected to be less than \$5,000.

Village Board and/or Committee Action

N/A

Documents Attached

1. Resolution and HCS Lease
2. Draft Concept Renderings showing proposed building elevations

RESOLUTION NO. _____

**A RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A LEASE OF
OFFICE / DISTRIBUTION SPACE AT 22 N. ELM STREET
BETWEEN HCS FAMILY SERVICES AND THE VILLAGE OF HINSDALE, ILLINOIS**

WHEREAS, the Village of Hinsdale (the "Village") is the record owner of certain property, commonly known as 22 N. Elm Street (hereinafter referred to as the "Subject Property"), within the boundaries of the Village of Hinsdale, DuPage and Cook Counties, Illinois; and

WHEREAS, HCS Family Services ("HCS") is an Illinois not-for-profit organization that currently utilizes space at the Village-owned Memorial Building at 19 E. Chicago Avenue without cost to Lessee based on an arrangement that was initiated with a resolution approved by the Village Board of Lessor on June 26, 1928, at the time of the original transfer of the Memorial Building to the Village, pledging certain office space within Memorial Hall for the use of the Hinsdale Nursing and Relief Association; and

WHEREAS, the use at the Memorial Building by HCS, a successor organization to the Hinsdale Nursing and Relief Association, has expanded in scope since that time beyond the originally provided space to its current use of approximately 2,000 square feet, without formalization of specific terms; and

WHEREAS, the Parties mutually desire to relocate HCS from the Memorial Building to a single-story structure and adjacent parking areas on the Subject Property previously occupied by the Hinsdale Humane Society, subject to the terms and conditions of the lease attached hereto as **Exhibit "A"** and made a part hereof (the "Lease"), and subject to HCS obtaining certain zoning and other approvals required for use of the Subject Property, as set forth in the Lease; and

WHEREAS, the Parties intend that part of the consideration for the Lease will be the complete cessation of use by HCS of the Memorial Building due to its voluntary vacation of the Memorial Building premises and its relocation to the Premises as described in the Lease; and

WHEREAS, HCS desires to use the single-story structure and adjacent parking areas on the Subject Property for its not-for-profit purposes; and

WHEREAS, the Corporate Authorities of the Village desire to allow HCS to use the single-story structure and adjacent parking areas on the Subject Property for such

purposes on the terms set forth in the Lease, and find that it is in the best interests of the Village and the public health, safety and welfare to enter into said Lease.

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

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

SECTION 2: The President and Board of Trustees of the Village Riverside authorize and approve the attached Lease between the Village of Hinsdale and HCS in substantially the form attached hereto as **Exhibit "A"** and made a part hereof. Any amendments to the Lease made hereafter but prior to execution, based on further negotiations, shall be subject to the approval of the Village Manager and shall be reported by the Village Manager to the Board of Trustees. The Village President and Village Clerk of the Village of Hinsdale, or their designees, are authorized and directed to execute and deliver said Lease and such other instruments, as may be necessary or convenient to fulfill the Village's obligations under the Lease.

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

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

AYES: _____

NAYS: _____

ABSENT: _____

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

Village President

ATTEST:

Village Clerk

EXHIBIT "A"

**COPY OF LEASE OF OFFICE / DISTRIBUTION SPACE AT 22 N. ELM STREET
BETWEEN HCS FAMILY SERVICES AND THE VILLAGE OF HINSDALE, ILLINOIS**

(ATTACHED)

**LEASE OF OFFICE / DISTRIBUTION SPACE AT 22 N. ELM STREET
BETWEEN HCS FAMILY SERVICES AND THE VILLAGE OF HINSDALE, ILLINOIS**

DATE OF LEASE		TERM OF LEASE	See Below
BEGINNING	ENDING	RENT	
_____ (see Section 2.)	_____, at 11:59 p.m.	(see Section 3.)	

LOCATION OF PREMISES: The Premises consists of certain land, a one-story masonry building with approximately 4,500 square feet of interior space (the "Building"), and related improvements owned by the Village of Hinsdale and previously leased by the Hinsdale Humane Society, located at 22 N. Elm Street (the corner of Elm Street and Symonds Drive) in Hinsdale, Illinois, along with an adjacent parking area (collectively, the "Premises"), as further depicted in **EXHIBIT "1"** attached hereto and made a part hereof.

PERMITTED PURPOSES: Subject to receiving any necessary Zoning approvals, and compliance with Village Zoning and other codes, the Premises shall be used by HCS Family Services, an Illinois not-for-profit corporation, in pursuit of its general charitable purposes, which shall include the operation of a food pantry at the Premises, provided that such uses shall not be inconsistent with the general purposes for which the Lessee currently exists (collectively, the "Permitted Purposes").

LESSEE

Name: HCS Family Services,
an Illinois not-for-profit corporation

Address: 19 E. Chicago Avenue
Hinsdale, IL 60521

Contact: Ms. Wendy Michalski
Executive Director

LESSOR

Name: Village of Hinsdale, Illinois,
an Illinois municipal corporation

Address: 19 E. Chicago Avenue
Hinsdale, IL 60521

Contact: Ms. Kathleen Gargano
Village Manager

In consideration of the mutual covenants and agreements herein stated, Lessor leases to Lessee and Lessee accepts and leases from Lessor solely for the above Permitted Purposes the Premises designated above, together with the appurtenances thereto, for the Term set forth in Section 2 below.

1. BACKGROUND; EXISTING ARRANGEMENT; TERMINATION OF RIGHT: Lessee currently utilizes space at the Village-owned Memorial Building at 19 E. Chicago Avenue without cost to Lessee based on an arrangement that was initiated with a resolution approved by the Village Board of Lessor on June 26, 1928, at the time of the original transfer of the Memorial Building to the Village, pledging certain office space within Memorial Hall for the use of the Hinsdale Nursing and Relief Association. The use at the Memorial Building by Lessee, a successor organization to the Hinsdale Nursing and Relief Association, has expanded in scope since that time beyond the originally provided space to its current use of approximately 2,000 square feet, without formalization of specific terms. It is intended that part of the consideration for this Lease will be the complete cessation of use by Lessee of the Memorial Building due to its voluntary vacation of the Memorial Building premises and its relocation to the Premises as described herein. Following the issuance of a certificate of occupancy at the Premises, as described herein, Lessee shall have ninety (90) days to vacate the Memorial Building, and shall have no right to any further use of space at the Memorial Building.

2. TERM; EXTENSION TERMS: The Lease shall commence on the Effective Date, which shall be the date the Lease is executed by the Lessor, and shall be inserted as the "Date of the Lease" in the table above. The actual Term of the Lease, however, shall commence six (6) months after the issuance of a building permit for the Buildout Work, as described below (the "Term Commencement Date"). The Term Commencement Date shall be inserted in the table above as the beginning date, and a date ten (10) years after the Term Commencement Date shall be inserted in the table above as the ending date. The initial term (the "Initial Term"), once commenced, shall run for a period of ten (10) years between

the dates as set forth in the table above, unless sooner terminated by either party as hereinafter described. The Parties may mutually agree to extend the term of this Lease for up to three (3) additional five (5) year periods (the "First Extended Term", "Second Extended Term" and "Third Extended Term," respectively, and collectively, the "Extended Terms") upon the terms, covenants and conditions contained in this Lease. To exercise its option to extend the Lease for each of the Extended Terms, Lessee must provide written notice of its desire to extend the term at least twenty-four (24) months prior to the end of the Initial Term or Extended Term, as applicable ("Extension Request"). Subject to the terms and provisions of Section 8, the Lessor shall, upon receipt of an Extension Request, have ninety (90) days in which to accept the Extension Request, or, in its discretion, deny the Extension Request. In order to make an Extension Request, Lessee must not then be in default beyond any applicable notice and/or cure period and must not have been in material default more than three (3) times during the Initial Term, or during any individual Extended Term. Unless extended or earlier terminated, the Initial Term of the Lease ends on the ending date and time listed in the table on page 1 above. Unless further extended, and only if applicable, the First Extension Term and Second Extension Term shall end five (5) years and ten (10) years, respectively, from the ending date and time listed in the table on page 1 above. The Third Extension Term, if applicable, shall end fifteen (15) years from the ending date and time listed in the table on page 1 above.

3. RENT: Lessee shall pay no rent to the Lessor for the occupancy and use of the Premises either during the Initial Term or during any Extended Term.

4. PAYMENT OF REAL ESTATE TAXES: The premises are currently exempt from real estate property taxes. As the Premises shall continue to be used for public purposes, and are not leased for profit, and Lessee is a not-for-profit charitable organization, the leasehold interest created in the Premises hereby should not be taxable.

5. PAYMENT OF ALL OTHER TAXES: Lessee shall be responsible for and shall pay before delinquent all federal, state, county and municipal taxes, if any, coming due during or after the Term Commencement Date and during the Term of this Lease against the leasehold estate or against personal property of any kind owned or placed in, upon or about the Premises by Lessee.

6. UTILITY SERVICES: The Lessor shall generally be responsible for acquiring and providing, and shall bear the reasonable cost of the following services and utilities required at the Premises: electricity, gas, water, sewer, trash pickup, landscaping, and removal of snow (subject to Section 11.D.). Lessee shall be responsible for obtaining any additional utility services for the Premises that it desires, including but not limited to telephone service, internet service and cable service. Lessor shall allow the phone company, cable company and internet provider the right to enter upon Lessor's property to install the service lines and facilities. Lessee shall have no obligation to cause the removal of such lines and facilities at the end of the Term.

7. MODIFICATIONS TO PREMISES:

- A.** Certain Lessee improvements (the "Lessee Improvements") shall be made by the Lessee at the sole cost and expense of the Lessee. All Lessee Improvements are to be completed before Lessee can occupy the Premises. The Lessee Improvements consist of (1) construction of a new parking area on the north side of the Building, subject to receiving any necessary zoning approvals, Lessor approval of any building, engineering and/or other required plans, and any other approvals required by the Lessor or other permitting authority; (2) subject to Lessor's approval of any building, engineering and/or other required plans, which approval shall not be unreasonably withheld, conditioned or delayed, the buildout of the interior space for Lessee's office, food pantry and other Permitted Purposes; and (3) certain exterior improvements and signage, subject to receiving any necessary zoning approvals, and Lessor approval of any building, engineering and/or other required plans.
- B.** Lessee acknowledges that the area that includes the Premises is an existing planned development, and that certain zoning approvals are necessary in order to construct the Lessee improvements. Lessee shall cooperate with the Lessor in seeking such zoning approvals as are deemed necessary in order to construct the Lessee Improvements, including any requested signage and including acting as a co-applicant with the Lessor for such relief if requested. In the event the zoning approvals necessary for construction of the Lessee Improvements are not approved within one hundred eighty (180) days

following the Effective Date, this Lease shall automatically terminate and be of no further force or effect. In the event of such termination, each Party shall bear their own costs, and the Parties shall have no further obligation to each other under this Agreement.

- C. On or before a date one hundred eighty (180) days following the Effective Date, Lessee shall deliver to Lessor an application for a building permit to construct the Lessee Improvements together with all construction and drawings, plans and specifications as required by existing ordinances of the Lessor. In the event the Lessor does not issue a building permit to the Lessee, Lessee shall have the right to terminate this Lease by providing written notification thereof to the Lessor. In the event of such termination, each Party shall bear their own costs, and the Parties shall have no further obligation to each other under this Agreement.
- D. Lessor hereby agrees to waive the building permit fees and any inspection fees related to the Lessee Improvements. The Lessor shall not waive any expenses that are considered "pass through expenses" to the Lessee associated with Lessee Improvements.
- E. Lessee may access the Premises following the Effective Date and prior to the Term Commencement Date, in order to plan any improvements and obtain information necessary to prepare its building permit application, and to commence and construct the Lessee Improvements following the issuance of a building permit. Lessee agrees to construct the Lessee Improvements, as well as any other improvements approved by the Lessor pursuant to subsection 7.A. above, consistent with the plans approved by the Lessor's Staff pursuant to this subsection, within two hundred forty (240) days of receiving a building permit. Upon completion of the Lessee Improvements, Lessee will seek a certificate of occupancy. The period of time prior to the issuance of a certificate of occupancy is the "Buildout Period". The Lessee Improvements are estimated to cost approximately \$420,000.
- F. Whether during the Buildout Period or during the Term of the Lease, Lessee shall not make any interior replacement, alteration, improvement or addition to or removal from the Premises which affects the structural integrity of the building (hereinafter "alteration"), without prior written approval of Lessor's Village Manager and issuance of appropriate permits following a submission of plans and related documents as set forth in this subsection, for staff review. Consent to interior alterations not affecting the structural integrity of the building are subject to Lessor's approval of any building, engineering and/or other required plans, which shall not be unreasonably withheld. Consent to any exterior alterations or improvements to the Premises may be withheld in the Village's Manager's sole discretion. In the event Lessee proposes to make any alteration, Lessee shall, prior to commencing such alteration, submit to Lessor for prior written zoning and/or other approval: (i) detailed plans and specifications; (ii) including the name, addresses and copies of contracts for all contractors; (iii) all necessary permits evidencing compliance with all applicable governmental rules, regulations and requirements; (iv) certificates of insurance in form and amounts required by Lessor, naming Lessor and any other parties designated by Lessor as additional primary insureds; and (v) all other documents and information as Lessor may reasonably request in connection with such alteration. Neither approval of the plans and specifications nor supervision of the alteration by Lessor shall constitute a representation or warranty by Lessor as to the accuracy, adequacy, sufficiency or propriety of such plans and specifications or the quality of workmanship or the compliance of such alteration with applicable law. Lessee shall pay the entire cost of any alteration. Each alteration shall be performed in a good and workmanlike manner, in accordance with the zoning approvals, plans and specifications approved by Lessor, and shall meet or exceed the standards for construction and quality of materials established by Lessor for the Building. In addition, each alteration shall be performed in compliance with all applicable governmental and insurance company laws, regulations and requirements.
- G. Promptly after the completion of the Lessee Improvements and, provided that following inspection it is determined that the Lessee Improvements have been constructed in accordance with the submitted and approved plans and specifications submitted to the Lessor, and provided the Lessee is in compliance with the terms of this Lease and with all other applicable Village codes, Lessor shall issue to Lessee a

certificate of occupancy. Unless the completed Lessee Improvements do not conform to the requirements of this subsection, or Lessee is in default of the terms of this Lease or in violation of other applicable Village codes, Lessor shall issue the certificate of occupancy.

- H. Lessor and Lessee agree to work together with ComEd in the relocation of an existing utility pole located north of 22 N. Elm. The cost of such relocation shall be split between Lessor and Lessee, with the Lessor's portion not to exceed twenty five thousand and 00/100 dollars (\$25,000.00).
- I. Maintenance of the exterior of the Building is the responsibility of Lessor as set forth below in Section 9. However, Lessor may consent to the performance of certain necessary exterior improvements by Lessee following the Buildout Period and construction of the Lessee Improvements. Unless otherwise agreed to, any exterior improvements performed by the Lessee, following approval by Lessor, shall be at Lessee's sole cost and expense.

8. RELOCATION: If Lessor sells or desires to sell the property underlying the Premises, or otherwise desires or needs to utilize the Premises for other purposes, Lessor shall have the right, at any time after the end of the sixth (6th) year of the Initial Term and during the Extended Terms, if any, upon not less than two (2) years' notice to Lessee, to relocate Lessee to a replacement premises (the "Replacement Premises") selected by Lessor that will be suitable for Lessee to continue providing comparable services, taking into reasonable consideration the totality of the circumstances, including such factors as size, traffic, customer parking, location, parking and loading accessibility for HCS vans, ability to provide drive-thru services and single level space. Lessor shall continue to be responsible, with respect to such Replacement Premises, for the same items agreed to herein with respect to the Premises for the remainder of the Initial Term or, if applicable, the Extended Terms. The Parties agree that should the Lessor desire to relocate the Lessee from the Premises, the Replacement Premises shall be available to Lessee on the same terms and conditions set forth herein for the duration of the Initial Term and the Extended Term(s), if applicable, and the size of the Replacement Premises provided by Lessee must at equal or exceed the currently utilized space in Memorial Hall (approximately 2,000 square feet).

In the event the Lessor relocates Lessee to Replacement Premises at any time prior to the end of the Initial Term, as extended by the Extended Terms, the Lessor shall make payment to Lessee of a portion of the reasonable cost of the Lessee Improvements ("Lessee Improvement Costs") made by Lessee to the Premises, as defined below, based on the following formula:

- a. If relocation occurs anytime following the Buildout Period but before the conclusion of the Initial Term: 150% of the Lessee Improvement Costs;
- b. If relocation occurs anytime during the First Extended Term: 75% of the Lessee Improvement Costs;
- c. If relocation occurs anytime during the Second Extended Term: 50% of the Lessee Improvement Costs; and
- d. If relocation occurs during the Third Extended Term: 25% of the Lessee Improvement Costs.

Lessee shall provide estimates of the cost of the Lessee Improvements to the Village for review and approval as to reasonableness at the time of execution of this Lease (the "Cost Estimates"). For purposes of this Lease and calculations made in this Section, the Lessee Improvement Costs shall mean the lesser of the approved Cost Estimates or the actual cost of the Lessee Improvements (including both hard and soft costs) as demonstrated by construction invoices, receipts and payments made by Lessee to architects, contractors, subcontractors, suppliers and other third parties providing construction services, which documentation shall be provided to the Lessor upon completion of the Lessee Improvements and prior to occupancy of the Premises, and maintained in Village files.

9. USE, SIGNAGE, PARKING, ZONING & STORAGE:

- A. No temporary or permanent awnings or other fixtures or attachments may be placed on the exterior of the Premises without Village zoning approvals, if required, and the Village Manager's approval of the need

for, content, design and location of the awning, fixture or attachment, which approval may be withheld, in the Lessor's absolute discretion. Any requested awnings, fixtures and attachments must be consistent with the design of the building and nature of the Village-owned grounds adjacent to the Premises (the "Adjacent Village-Owned Area").

- B. No temporary or permanent signs may be placed on the Premises or Adjacent Village-Owned Area without such sign approvals as required by the Village's zoning and other codes, and the Village Manager's approval of the need for, content, size, design and location of the sign, which approval may be withheld, in the Lessor's absolute discretion. Lessee shall have the right to seek approval of an identification sign which would be visible from the train tracks and so-called "wayfinding" signs directing its clients to the Premises. The content, size, design and location of the signs shall be consistent with the design of the building and nature of the Adjacent Village-Owned Area. The Lessor reserves the right to post or place informational signs, or to have such signs posted or placed on the exterior of the Premises or the Adjacent Village-Owned Area. No political or election signs shall be placed or maintained on the Premises or Adjacent Village-Owned Area at any time.
- C. As acknowledged by the Lessee and detailed in Section 7.B. above, the area that includes the Premises is an existing planned development, and certain zoning approvals are necessary in order to construct the Lessee Improvements on the Premises.
- D. Lessee shall, at its sole cost and expense, obtain any and all governmental permits and other approvals that may be required in connection with the Permitted Purposes. While Lessee has a right, subject to such approval(s), to use the Premises for the Use and Purposes specified herein, Lessee may not use the Premises or Adjacent Village-Owned Area at any point during the Initial Term or Extended Terms in a manner that interferes with or disturbs the use of the Adjacent Village-Owned Area by Lessor for any lawful purposes.
- E. Should any zoning relief be necessary for operation of the food pantry use under the Village Zoning Code, the Village Board shall consider any zoning relief necessary to approve the food pantry use, prior to commencement of the Buildout Period. Subject to approval of any necessary zoning relief, the Lessor will assure that Lessee is granted and provided all Village permits and licenses that conform to Village requirements and are necessary for its use. In addition, and, except as otherwise detailed in the Lease, the Lessor will not charge Lessee any fees or other charges in conjunction with its use and occupancy of the Premises.
- F. The Lessee shall use the Premises only for the Permitted Purposes stated herein. If Lessee desires to propose a use in addition to or other than the Permitted Purposes, it shall submit a request in writing to Lessor explaining the nature of such use and the reasons for such a request. Lessor agrees to consider such request and, in the case of a permitted use (as allowed under the Village's Zoning Code) other than the Permitted Purposes, advise Lessee of Lessor's decision within sixty (60) days after receipt of the request and all supporting documentation required by Lessor. Any uses other than permitted uses under the Zoning Code that Lessee may wish to propose shall be subject to all necessary approvals and other requirements of the Zoning Code prior to the commencement of such use(s).
- G. As noted above, a portion of the Lessee Improvements includes construction of a new parking area (the New Parking Area") to the north of the Building. Between the New Parking Area, six (6) spaces in front of the Building (the "Front Parking Area"), and the existing parking area to the south of the Building (the "Existing Parking Area"), sufficient public parking exists within the Premises to serve the Lessee's use. Lessee shall have exclusive use of the New Parking Area, Front Parking Area, and Existing Parking Area, during hours of food pantry operation, but such Parking Areas shall be available for use by the general public during non-operating hours. Appropriate signage shall be posted to designate exclusive versus non-exclusive use of the Parking Areas. Lessee shall have no exclusive right to any particular parking within the Adjacent Village-Owned Area.
- H. Lessee's use of the Premises shall conform to all pertinent and applicable Village Codes, ordinances and regulations. Lessee shall not allow, keep or store on the Premises any flammable or explosive liquids or

materials. Lessee shall not use or permit the Premises to be used for any purpose which shall create a safety hazard upon or imperil the safe use of the Premises, or engage in any activity which is or would be disapproved by the Lessor for reasons of safety.

10. INSURANCE; PAYMENT OF PREMIUMS: The Lessor shall insure the building on the Premises for replacement value and in the event of any casualty loss the insurance proceeds will be utilized to repair or restore the Premises.

Lessee agrees to maintain, commencing upon execution and during the Term of this Lease, at its expense, the following types of insurance, written on the comprehensive form and as an "occurrence" policy, in not less than the specified amounts:

- A. Comprehensive General Liability** - insuring Lessee against liability for personal injury, death or damage to property arising out of the use of the Premises by Lessee. Required policy limits are not less than two million dollars (\$2,000,000) in the aggregate and one million dollars (\$1,000,000) per occurrence in the event of bodily injury or death to one or more persons, and in an amount of not less than one million dollars (\$1,000,000) for property damage.
- B. Workers' Compensation and Employers' Liability** – Workers' Compensation coverage with statutory limit and Employers' Liability limits of \$500,000 per accident.

Lessee expressly acknowledges that its use of the Premises is at its own risk. Lessee shall pay on a timely basis all of the premiums for the insurance coverage required by this Lease. In no event shall the Lessor have any financial responsibility to Lessee as a result of any loss or damage occurring on the Premises unless such loss or damage is caused by the gross negligence or intentionally wrongful act of the Lessor. Lessee waives any rights of action against the Lessor for loss or damage covered by the insurance required hereunder, and the policies of Lessee shall permit such waiver. Such policies shall be provided by an insurance company duly authorized to do business in Illinois and reasonably acceptable to the Village.

On or prior to the Lease Execution Date, and annually thereafter and at any such time a new policy is issued, Lessee shall provide insurance certificate(s) related to the liability policies specified above to the Village Manager that show "the Village of Hinsdale, and its appointed and elected officials, president, trustees, employees, volunteers, attorneys and agents," as additional primary insureds under all liability insurance coverages required by this Lease. The insurance coverages required by this Lease shall be primary to any coverage maintained by Lessor and the insurance certificates shall contain an express provision that coverage cannot be cancelled without prior written notice delivered to the Village Manager at least thirty (30) days prior to the date of cancellation. Lessee agrees to comply with any and all recommendations of any insurance company or companies concerning changes in Lessee's manner of use of the Premises which will avoid invalidating or increasing the premium cost of any policy of insurance carried on for the purposes and any structure thereon written by Lessee. Lessee shall comply with each of the terms and conditions relative to insurance coverage for the Premises. Failure to timely pay any insurance premiums, causing a loss or lapse in coverage, shall be considered a breach and cause for immediate cessation of activities by Lessee at the Property.

Lessee shall, in addition, carry fire damage liability, and extended property or other coverage insurance insuring Lessee Improvements and Lessee's furniture and other personal property on the Premises. Lessee shall be entitled to any insurance proceeds Lessee receives concerning the unamortized costs of the Lessee Improvements, furniture, and other personal property as a result of any fire and extended coverage insurance under this paragraph. Lessor shall be entitled to any insurance proceeds Lessee receives for the Building or costs above those recoverable by Lessee as set forth in the preceding sentence, and shall use the proceeds to restore or rebuild the Building. Lessee shall be required to reimburse the Lessor out of such proceeds for costs related to securing the Premises until same can be repaired and/or demolished. Lessor shall not be entitled to receive any insurance proceeds from any insurance maintained by Lessee in the event the fire or other casualty damaging or destroying the Building is caused, in whole in part, by Lessor.

11. CONDITION AND UPKEEP OF PREMISES:

- A. Lessee, having inspected the Premises, is familiar with and knows the condition of the Premises, has received the Premises in good order and repair, and acknowledges that no representations as to the condition and repair have been made by Lessor, or its agent, prior to or at the execution of this Lease that are not herein expressed. The Lessee is taking possession of the Premises in "AS IS, WHERE IS" condition, including all environmental conditions associated with the soil and groundwater, subject to any representations and warranties of the Lessor as set forth herein.
- B. Following the issuance of a certificate of occupancy by Lessor, Lessee, at its own cost and expense, will maintain the interior of the Building and all improvements located within the interior in good repair and in accordance with all federal, state, county and Village regulations, laws and ordinances applicable thereto, and keep said improvements from unusual deterioration, provided that such obligation shall not apply to structural portions and the building and mechanical systems of the Building, including, without limitation, the HVAC, electrical, plumbing repairs in excess of \$1,000, gas piping, fire protection, and sewer systems. The Lessor shall be responsible for the cost of, and shall maintain in good repair, all building and mechanical systems of the Building. With respect to all maintenance and repair obligations of Lessee, following the Buildout Period, Lessee shall not be responsible for and the Lessor shall be responsible for, all major repairs and maintenance (defined as maintenance or repairs with costs in excess of \$1,000) of the Premises, including all such repairs of building and mechanical systems, sidewalks, walls, roofs, parking lots and landscaping, not due to the misuse, waste or neglect of Lessee or that of Lessee's employees, agents or visitors. The Lessor shall, following completion of the Buildout Period, and at the Lessor's cost, where replacement is necessary, replace all plumbing fixtures, electrical systems, heating systems and/or air conditioning systems needing major repair with others of equal quality.
- C. Lessor, at Lessor's cost, will keep the roof, exterior walls, foundation, structural components, gutters, load bearing walls, other load bearing components and other exterior portions of the Building, including all sidewalks, driveways, parking lots, landscaping, grass and infrastructure improvements that serve the Premises in good working order and in a clean and healthful condition according to the applicable municipal ordinances during the term of this Lease.
- D. While the Lessor shall periodically perform snow removal of the adjacent driveway and parking areas in accordance with its normal plowing schedule, any snow removal required on a more urgent basis for the operation of the Use on the Premises needs to be scheduled and paid for by Lessee.
- E. Lessee is liable for all damage of any kind, death, illness or injury sustained by any person which arises from or is caused by Lessee's business operations or caused by any equipment used by Lessee or its employees, invitees or agents, any buildings used by Lessee or its employees, invitees or agents, any vehicles used by Lessee or its employees, invitees or agents or Lessee's agents, invitees or employees.
- F. Lessee agrees to store all waste, scrap, garbage, etc., in enclosed metal or other approved containers in areas outside of the Building as designated by Lessor and agrees not to permit any non-operating motor vehicles or equipment to be stored on the Premises.

12. LESSEE NOT TO MISUSE, SUBLET; ASSIGNMENT:

- A. Lessee shall not permit the Premises to be used for any unlawful purpose, or for any purpose that will injure the reputation of the Lessor or disturb the Adjacent Village-Owned Area, neighborhood or public, and will not permit the same to remain vacant or unoccupied for more than three consecutive months (except due to inclement weather); and will not allow any temporary or permanent signs, cards or placards of any kind to be posted (other than any Lessor-approved signage for the Premises), or placed thereon, nor permit any alteration of or addition to any part of the Premises, except as approved by

written consent of Lessor; all alterations and additions to the Premises shall remain for the benefit of Lessor unless otherwise provided in the consent aforesaid.

- B. Lessor represents to Lessee that the use of the Premises for the Permitted Purpose as described in this Lease shall not cause an increase in the rate of Lessor's insurance, so long as Lessee complies with all laws, ordinances, rules and regulations of governmental authorities now and hereafter in effect. Lessor agrees that if Lessee's future use or occupancy of the Premises results in an increase in Lessor's insurance premiums, that Lessor will so notify Lessee, and Lessee shall have the option of either 1) discontinuing the use which results in the increased premium, or 2) paying the total increase of Lessor's insurance premium to the extent that such increase was caused by Lessee's use or occupancy of the Premises.
- C. Lessee shall have no right to assign, sublet or transfer this Lease or any interest herein without the express written consent of the Lessor, which consent may be withheld in the sole discretion of the Lessor. Lessee shall not allow the Premises to be occupied in whole, or in part, by any other person, without the Lessor's prior written consent, which consent may be withheld in the sole discretion of the Lessor. Any assignment, subletting, or transfer of this Lease, or occupancy, without Lessor's prior written consent, shall, at Lessor's option, be deemed to be void and of no force or effect. Notwithstanding any approved or unapproved assignment, sublet, transfer or occupancy, Lessee shall remain fully liable on this Lease and shall not be released from performing any of the terms, covenants or conditions of this Lease.

13. INDEMNIFICATION: Lessee shall at all times protect, indemnify and hold harmless the Lessor, and its past, current and future officers, appointed and elected officials, president, trustees, employees, volunteers, attorneys, and agents, and indemnify them against and from any and all causes of action, claims, demands, liabilities, losses, expenses, penalties, damages or charges of any kind, including reasonable attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with the failure of Lessee in any respect to comply with and perform all of the requirements and provisions of this Lease, any violation of any laws or ordinances relating to or arising out of the operation of Lessee, or out of or in connection with any actions of Lessee or its employees, invitees or agents on the Premises, whether occasioned by the actions or omissions of Lessee or those persons using the Premises, or arising or occurring as a consequence of any activities performed on the Premises, causing injury, illness or death to any person or damage to property, except if caused by the omission or fault of the Lessor, its employees or any other party acting on behalf of Lessor.

Lessee waives and releases all claims and causes of action it has or may have in the future against Lessor, and its past, current and future officers, appointed and elected officials, president, trustees, employees, volunteers, attorneys, and agents, for losses or damages of any kind sustained by Lessee relating to or arising out of any accident or other occurrence on or within the Premises, or occurring as a consequence of any activities performed on the Premises, causing injury, illness or death or occurring resulting directly or indirectly from any act, actions or omissions of Lessee or its employees, invitees and agents, or the operation of its businesses on the Premises, except if caused by the act, omission or fault of the Lessor, its employees or any other party acting on behalf of Lessor.

14. NO LIENS, MORTGAGES OR OTHER ENCUMBRANCES: The Lessee shall not place or allow any liens, mortgages, security interests, pledges, claims of others, equitable interests, or other encumbrances to attach to or to be filed against title to the Premises. The Lessee shall not use the Lease as security or collateral for any financing of any kind nor shall the Premises or Lease be pledged or collateralized for purposes of securing any debt, loan, note, mortgage or contract. The Lessee shall indemnify and hold harmless the Lessor and its Premises, from any such lien, encumbrance or claim therefor and from any and all cost or expense incurred in connection with any such lien, encumbrance or claim, including, attorneys' fees and expenses incurred with removing, settling or contesting such lien, encumbrance or claim.

15. UCC LIENS and MECHANIC'S LIENS: Lessee shall promptly pay all creditors, equipment providers, contractors, mechanics and materialmen, and shall not permit or suffer any lien to be filed against or attach to the Premises or any part thereof. If any mechanic's, materialman's or other similar lien shall at any time be filed against or attach to the Premises or any part thereof on account of any materials furnished or claimed to have been furnished, or on account of any work, labor or services performed or claimed to have been performed, for or at the direction of Lessee,

Lessee shall, at its sole cost and expense, promptly cause the same to be discharged of record by payment, bond, order of court, or otherwise. In the event Lessee fails to discharge or insure over such lien within thirty (30) days of written notice by Lessor, Lessor shall have the further right, without notice to Lessee, to cause the removal of any lien (but Lessor shall have no obligation to do so) and to collect upon demand from Lessee all of Lessor's costs and expenses, including, without limitation, attorneys' fees and expense, for removing same.

16. NON-LIABILITY OF LESSOR: Lessor shall not be liable for any damages of any kind occasioned by its failure to keep the Premises in repair, or for any damage done or occasioned by or from plumbing, gas, water, sprinkler, steam or other pipes or sewerage or the bursting, leaking or running of any pipes, tank or plumbing fixtures, in, above, upon or about Premises or any Building or improvement thereon or for any damage occasioned by water, snow or ice being upon or coming through the roof, skylights, trap door or otherwise, or for any damages arising from acts or neglect of any owners or occupants of adjacent or contiguous property, except due to the omission or fault of Lessor or its employees.

17. ACCESS TO PREMISES: Lessee will allow Lessor reasonable access to the Premises with prior notice and during normal working hours, provided that such access shall be conducted in a manner as not to unreasonably interfere or disrupt the business activities of Lessee or interfere with Lessee's quiet enjoyment of the Premises, for the purpose of examining or exhibiting the same, or to make any needful repairs, or alterations thereof which Lessor may see fit to make. In emergency situations, no prior notice shall be required, but the Lessor shall endeavor to provide prompt notice to the Lessee of the emergency events that required immediate access to the Premises.

18. QUIET ENJOYMENT: So long as Lessee is in possession of the Premises and is not in default beyond any applicable cure period provided for herein, Lessor agrees that Lessee may peacefully and quietly enjoy the Premises without disturbance or hindrance by any person holding under or claiming through the Lessor.

19. CONTRACTS AND SERVICE AGREEMENTS: The Lessee shall not permit any management, service, equipment, supply, maintenance, concession or other agreements relating to the Premises to be binding on the Lessor in the event that this Lease is terminated or at the time of its expiration.

20. ABANDONMENT AND RELETTING: If Lessee shall abandon or vacate the Premises for a period of more than three (3) consecutive months (other than during any approved renovations), or if Lessee's right to occupy the Premises is terminated by Lessor by reason of Lessee's breach of any of the covenants herein, the same may be re-let by Lessor for such rent and upon such terms as Lessor may deem fit.

21. PAYMENT OF COSTS: In the event of a default by either party hereunder, the defaulting party shall pay to the other party all reasonable costs, attorney's fees and expenses that shall be made and incurred by said party in enforcing its rights and remedies hereunder.

22. ESTOPPEL CERTIFICATES: At any time and from time to time, Lessee and Lessor agree, upon request in writing from the other party, to execute, acknowledge and deliver to the requesting party a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), the dates to which the Rent and other charges have been paid, and any other factual data relating to this Lease or the Premises which the requesting party may reasonably request.

23. ENVIRONMENTAL MATTERS: To the best of Lessor's knowledge, there are no Hazardous Materials (as hereinafter defined) or other environmental conditions existing on or under the Premises. The Lessee represents, covenants and warrants that Lessee's operation in, on or under the Premises shall be in compliance with all applicable environmental laws. The Lessee shall not use, generate, transport, store, dispose of or release any hazardous substance, material, contaminant, or pollutant, as defined by the any federal or state environmental laws ("Hazardous Materials"), in, under, on or about the Premises. The Lessee, at its cost, shall remediate any Hazardous Materials or other dangerous environmental condition that it (or its employees, agents or contractors) creates or causes with respect to the Premises, in accordance with all federal, state, county and local applicable laws and regulations. The term "Hazardous Materials" in addition shall include any substance, material, or waste which is or becomes regulated by any local governmental authority, the State of Illinois, or the United States government, including, but not limited to, any material or substance which is: a) petroleum or a petroleum-based substance; b) asbestos; c) polychlorinated biphenyls; d) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Section 1251 et seq. (33 U.S.C.

Section 3121) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. Section 1371); e) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. (42 U.S.C. Section 6901); or g) subject to regulations as a hazardous chemical substance pursuant to Section 6 of the Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq. (15 U.S.C. Section 2605). Except for any Hazardous Materials or other environmental conditions existing on or under the Premises prior to the first day of this Lease, the Lessee shall indemnify and hold the Lessor, and its agents, harmless against any claim, suit, loss, liability or damage, including, attorneys' fees and expenses incurred by the Lessor, and its agents, in defending itself or complying with applicable laws and regulations, arising out of or relating to the disposal or release of any Hazardous Materials in, under, on or about the Premises, by the Lessee that occurs on or after the first day of this Lease. Lessee shall notify Lessor in writing on the first date of the Lease of any chemicals that might be needed to facilitate Lessee's businesses. The Lessee agrees that it is taking possession of the Premises in "AS IS, WHERE IS" condition, including all known Hazardous Materials or other environmental conditions existing on or under the Premises prior to the first day of this Lease, and that it shall comply with each of the environmental, indemnification, defense covenants set forth herein. Lessee shall have a duty or obligation to remediate or remove any Hazardous Materials which are located in the Building as of the date hereof as necessary to use the Premises for the Permitted Purposes. Under no circumstance shall any term or provision of this Lease require Lessor to remediate any Hazardous Materials located within the Premises unless required by any federal, state, county or local law, ordinance, statute or regulation.

24. COUNTERCLAIM: If Lessor commences any proceedings for non-payment of Rent or other sums due hereunder, Lessee will not interpose any voluntary counterclaim relating to such matters in such proceedings. This shall not, however, be construed as a waiver of Lessee's right to assert such claims in a separate action brought by Lessee. The covenants to pay rent and other amounts hereunder are independent covenants and Lessee shall have no right to hold back, offset or fail to pay any such amounts by reason of default by Lessor or for any other reason whatsoever.

25. WAIVER OF TRIAL BY JURY AND RIGHTS OF REDEMPTION: To the extent permitted by law, Lessee waives any and all right to a trial by jury and rights of redemption granted by or under any present or future laws if Lessee is evicted or dispossessed for any cause, or if Lessor obtains possession of the Premises due to Lessee's default under this Lease or otherwise.

26. CONDEMNATION: If all or any part of the Premises is condemned, then either Lessor or Lessee may terminate this Lease by giving written notice of termination within thirty (30) days after such condemnation, in which event this Lease shall terminate effective as of the date of such condemnation. Condemnation shall be defined to mean the time when a condemnation or eminent domain proceeding is actually filed in a court of competent jurisdiction. In the event that a portion of the Premises, but not all, is taken by condemnation, the remaining Premises must be reasonably suitable for Lessee, without further modification to the Premises, as determined by the Village Engineer, to continue its usual and customary business activities from the Premises. If not, Lessor or Lessee shall have the right to terminate the Lease. If this Lease so terminates, Rent and any other payments due under this Lease shall be paid through and apportioned as of the filing date of such condemnation lawsuit. If the Lease is not terminated, the Lease shall remain in full force and effect. Subject to the Lessor's exclusive right to receive just compensation for taking of the Rent, Lessee may pursue its own claim against the condemning authority for compensatory damages and moving expenses resulting from the condemnation of its leasehold interest. The foregoing right of termination shall not apply with respect to any condemnation for street improvements or widening, or for public utility easements.

27. SURRENDER OF PREMISES: Upon the termination of this Lease, whether by forfeiture, lapse of time or otherwise, or upon the termination of Lessee's right to possession of the Premises, Lessee will at once surrender and deliver up the Premises, together with all improvements thereon, to Lessor in the same or better condition which the Premises were in as of the Term Commencement Date, reasonable wear and tear and insured casualty excepted. **Lessee, at its cost, shall remove all vehicles, equipment, garbage, debris and other personal property from the Premises. The entire Premises shall be returned to Lessor free and clear of all rubbish and debris, and broom clean.** A failure of Lessee to remove such property shall be a breach of this Lease and Lessor has a right of action against Lessee for the balance of such removal costs. All attached improvements made by Lessee during the Term of the Lease shall remain on the Premises and become the property of Lessor upon termination. Lessee shall deliver the keys to the Building to the Village Manager or his or her designee at 19 E. Chicago Avenue.

28. DEFAULT: In the event of a failure by either party to fulfill any of its obligations under this Lease, or in the event of a material breach of any representation or warranty of either party under this Lease, which failure or breach

continues after a notice and a demand for cure and a 30-day period for cure has passed or within such reasonable time period after written notice of the default if either party initiates and actively pursues good faith remedial action to cure the default within the initial 30-day cure period, such party shall be in default, and the non-defaulting party may seek any available and appropriate remedy at law or in equity, including without limitation declaratory and injunctive relief, mandamus, specific performance and rescission, in addition to remedies available under the Lease. In the event of any litigation to enforce the provisions of this Lease, the prevailing party in such litigation shall be entitled to recover its costs of litigation, including reasonable attorneys' fees and costs.

A. Events of Default: Each of the following shall constitute an event of default under this Lease:

- (1) Lessee fails to make any of the insurance payments or payments to Lessor specified herein within five (5) days after written notice to Lessee;
- (2) Lessee breaches any representation, covenant or warranty or obligations with respect to Hazardous Materials or environmental laws, causes or permits a dangerous or hazardous condition to exist in the Premises or a condition that jeopardizes Lessee's or Lessor's insurance coverage, and fails to remedy such condition immediately after written notice to Lessee;
- (3) Failure by either Party to observe or perform any other covenant or provision of this Lease to be observed or performed by it and a subsequent failure to cure such failure within thirty (30) days after written notice from the other Party;
- (4) The interest of Lessee in the Lease is levied upon under execution or other legal process;
- (5) A petition is filed by or against Lessee to declare Lessee bankrupt or seeking a plan of reorganization or arrangement under any Chapter of the Bankruptcy Code (as now or hereafter amended), and if filed against Lessee, such petition is not rescinded, or the bankruptcy proceeding is not dismissed, within forty-five (45) days after such filing;
- (6) A receiver is appointed for Lessee or for Lessee's property;
- (7) The voluntary or involuntary dissolution of Lessee, or its acquisition by another entity;
- (8) Lessee abandons the Premises, suspends operations, or the Premises become substantially vacant for a period of three (3) or more consecutive months;

B. Lessor's Specific Remedies. Upon the occurrence of an event of default by Lessee under this Lease after the cure period, if any, has expired, Lessor, at its option, with written notice as hereinabove provided to Lessee may, in addition to all other rights and remedies provided in this Lease, or available to Lessor at law or in equity: terminate this Lease and Lessee's right to possession of the Premises and recover all damages to which Lessor is entitled under law. Lessee shall, upon termination, immediately remove its facilities, equipment and property from the Premises. In no event shall Lessor be obligated to pay Lessee any amounts nor shall Lessee be entitled to any credits by reason of the application of such present value formula.

29. NO-SMOKING FACILITY: The Premises and Adjacent Village-owned Areas are a no smoking facility. Lessee must comply with this provision and ensure that all employees, agents and invitees of Lessee comply with this provision.

30. RELATIONSHIP OF PARTIES: Nothing contained herein shall be deemed or construed by the parties hereto, nor by any other party, as creating the relationship of landlord and tenant, or of principal and agent or of partnership, or of joint venture by the parties hereto, and neither the method of computation of the Rent nor any other provisions contained in this Lease nor any acts of the parties hereto shall be deemed to create any relationship other than the relationship of Lessor and Lessee.

31. FINANCIAL RESOURCES: The Lessee shall provide a statement to Lessor at the time of execution confirming that it has the financial resources at its disposal necessary to undertake, perform and fulfill all of the obligations and duties set forth under this Lease, including the making of the Lessee Improvements.

32. NOTICES: All notices to or demands upon Lessor and Lessee desired or required to be given under any of the provisions of this Lease, shall be in writing and served by either certified mail, return receipt requested, by nationally-recognized overnight delivery service (such as Federal Express), or by personal delivery at the addresses listed for the Parties at page one above or as otherwise directed by the Parties in writing. Notices shall be deemed received at the earlier of actual receipt or one business day after deposit with an overnight courier as evidenced by a receipt of deposit or three (3) business days following deposit in the U.S. mail, as evidenced by a return receipt.

33. OTHER CONDITIONS:

- A. CAPTIONS:** The captions of this Lease are for convenience only and are not to be construed as part of this Lease and shall not be construed as defining, limiting, or construing in any way the scope or intent of the provisions hereof.
- B. COVENANTS BINDING ON SUCCESSORS:** All of the terms, covenants, conditions and undertakings contained in this Lease shall extend and inure to and be binding upon the heirs, executors, administrators, successors and assigns of the respective Parties to this Lease, and wherever in this Lease reference is made to either of the Parties hereto, it shall be held to include and apply to, successors and assigns of such Party. Nothing herein contained shall be construed to grant or confer upon any person, firm, corporation or governmental authority, other than the Parties hereto, their heirs, executors, administrators, successors and assigns, any right, claim or privilege by virtue of any covenant, agreement, condition or undertaking in this Lease.
- C. ENTIRE AGREEMENT; AMENDMENTS MUST BE IN WRITING:** This Lease, together with the Exhibits attached thereto (all of which are attached hereto or incorporated herein by this reference), contains the entire agreement and understanding between the Parties and supersedes any prior understanding or written or oral agreements between them with respect to the subject matter of this Lease. There are no representations, agreements, arrangements or understandings, oral or written, between and among the Parties hereto relating to the subject matter of this Lease that are not fully expressed herein. None of the terms, covenants, conditions or undertakings of this Lease, to be kept and performed by either Party, shall in any manner be altered, waived, modified, changed or abandoned except by a written instrument, duly signed, acknowledged and delivered by each of the Parties hereto.
- D. FORCE MAJEURE:** The time within which any of the Parties hereto shall be required to perform any act or acts under this Lease shall be extended to the extent that the performance of such act or acts shall be delayed by acts of God, fire, windstorm, flood, explosion, collapse of structures, riot, war, labor disputes, delays, or restrictions by governmental bodies, inability to obtain or use necessary materials, or any cause beyond the reasonable control of such Party, *provided, however*, that the Party entitled to such extension hereunder shall give prompt notice to the other Party of the occurrence causing such delay. The provisions of this Section shall not operate to excuse Lessee from prompt payment of Rent or any other payments required by the terms of this Lease.
- E. NON-WAIVER:** The failure of either Party to enforce against the other any term, covenant or condition of this Lease shall not be deemed a waiver thereof, nor void or affect the right of the aggrieved Party to enforce the same term, covenant or condition on the occasion of any subsequent breach or default; nor shall the failure of either Party to exercise any option in this Lease upon any occasion arising therefore, be deemed or construed to be a waiver of the right to exercise that same kind of option upon any subsequent occasion.
- F. CONSENTS:** Whenever the consent or approval of either Party is required herein, such consent or approval shall be in writing and shall not be unreasonably withheld, delayed or conditioned, and, in all

matters contained herein, both Parties shall have an implied obligation of reasonableness, except as may be expressly set forth otherwise.

- G. **GOVERNING LAW; VENUE:** The Parties agree that for purposes of any lawsuit(s) between them concerning the subject matter of this Lease, and all questions of construction, interpretation, enforcement hereof, that all such controversies shall be governed by the statutory and common law of the State of Illinois; venue shall be in the Circuit Court of DuPage County, Illinois and the Parties consent to the jurisdiction of said Court for any such proceedings or action.
- H. **COUNTERPARTS:** This Lease may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
- I. **PLURALS:** The words "Lessor" and "Lessee" wherever herein occurring and used shall be construed to mean "Lessors" and "Lessees" in case more than one person constitutes either Party to this Lease. The necessary grammatical changes required to make the provisions of this Lease apply in the plural sense where there is more than one Lessee and to male or female, shall in all instances be assumed as though in each fully expressed.
- J. **SEVERABILITY:** Wherever possible each provision of this Lease shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Lease shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Lease.
- K. **HEADINGS:** The headings, titles and captions in this Lease have been inserted only for convenience, and in no way define, limit, extend or describe the scope or intent of this Lease.
- L. **AUTHORITY:** This Lease shall be in full force and effect, and legally binding, after it is signed by the duly authorized officers of each Party. The Parties warrant to each other that each of the signatories to this Lease are the duly authorized representatives of their respective corporate entity and each such person has signed this Lease pursuant to the authority duly granted to him or her by the corporate authorities of said corporate entity, who have acted by motion or approved a resolution (in the Lessor's case, at an open public meeting) that authorized and directed the representatives to sign this Lease.
- M. **NO INDIVIDUAL OR PERSONAL LIABILITY:** Notwithstanding any other statement in this Lease, the Parties agree that the representations in this Lease are made on behalf of the Village of Hinsdale, and the President and Board of Trustees are not making such representations personally, are not parties to this Lease and shall incur no personal liability in conjunction with this Lease.
- N. **FILING OF LEASE:** The Lessor or Lessee, in its discretion, may record a copy of this Lease with the Office of the County Recorder.
- O. **EXHIBITS:** True and correct copies of the below-listed Exhibits are attached hereto and made a part of this Lease or shall be incorporated herein after their approval and execution by the Parties:
 - (a) **EXHIBIT "1"** – Description/Depiction of Location of Premises
- P. **RIGHTS CUMULATIVE:** The rights and remedies of Lessor under this Lease are cumulative. The exercise or use of any one or more thereof shall not bar Lessor from exercise or use of any other right or remedy provided herein or otherwise provided by law, nor shall exercise nor use of any right or remedy by Lessor waive any other right or remedy.
- Q. **REMEDIES NOT EXCLUSIVE:** The obligation of Lessee to pay the Rent required during the balance of the term of this Lease shall not be deemed to be waived, released or terminated, by the service of any

five-day notice, other notice to collect, demand for possession, or notice that the tenancy hereby created will be terminated on the date therein named, the institution of any action of forcible detainer or ejectment or any judgment for possession that may be rendered in such action, or any other act or acts resulting in the termination of Lessee's right to possession of the Premises. The Lessor may collect and receive any Rent due from Lessee, and payment or receipt thereof shall not waive or affect any such notice, demand, suit or judgment, or in any manner whatsoever waive, affect, change, modify or alter any rights or remedies which Lessor may have by virtue hereof.

- R. TIME OF THE ESSENCE:** Time is of the essence in the performance of all terms, covenants and conditions of this Lease.
- S. ACCORD AND SATISFACTION:** Lessor shall be entitled to accept, receive and cash or deposit any payment made by Lessee for any reason or purpose or in any amount whatsoever, and apply the same at Lessor's option to any obligation of Lessee and the same shall not constitute payment of any amount owed except that to which Lessor has applied the same. No endorsement or statement on any check or letter of Lessee shall be deemed an accord and satisfaction or otherwise recognized for any purpose whatsoever. The acceptance of any such checks or payments shall not prejudice Lessor's right to recover any and all amounts owed by Lessee under this Lease and Lessor's right to pursue any other available remedy.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date of Lease stated above.

LESSOR: VILLAGE OF HINSDALE, ILLINOIS

LESSEE: HCS FAMILY SERVICES

By: _____
Village President

By: _____
Executive Director

Date: _____

Date: _____

ATTEST:

ATTEST:

By: _____
Village Clerk

By: _____

Its: _____

Date: _____

Date: _____

Exhibit 1 - Proposed Project Area for HCS Family Services



The proposed project area identified above is conceptual only and does not represent approval of any zoning or building permit applications. The project boundaries are subject to change upon final design of the site and parking lot. All changes shall be subject to review and final approval by the Village Board.



Conceptual Draft and Subject to Change-East Elevation-22 N. Elm Street



Conceptual Draft and Subject to Change-West Elevation 22 N. Elm Street



Conceptual Draft and Subject to Change-South Elevation 22 N. Elm Street



Conceptual Draft and Subject to Change-North Elevation 22 N. Elm Street

REQUEST FOR BOARD ACTION
Finance

AGENDA SECTION: Consent – ACA

SUBJECT: Accounts Payable-Warrant #1746

MEETING DATE: October 5, 2021

FROM: Andrea Lamberg, Finance Director *al*

Recommended Motion

Approve payment of the accounts payable for the period of September 20, 2021 through October 1, 2021 in the aggregate amount of \$452,162.15 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 #1746 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 #1746

VILLAGE OF HINSDALE

ACCOUNTS PAYABLE WARRANT REGISTER #1746

FOR PERIOD September 20, 2021 through October 1, 2021

The attached Warrant Summary by Fund and Warrant Register listing TOTAL DISBURSEMENTS FOR ALL FUNDS of \$452,162.15 reviewed and approved by the below named officials.

APPROVED BY Andrea Jamberg DATE 9/30/2021
VILLAGE TREASURER/FINANCE DIRECTOR

APPROVED BY _____ DATE _____
VILLAGE MANAGER

APPROVED BY _____ DATE _____
VILLAGE TRUSTEE

Village of Hinsdale
Schedule of Bank Wire Transfers and ACH Payments
1746

Payee/ Date	Description	Vendor Invoice	Invoice Amount
Electronic Federal Tax Payment Systems			
10/1/2021	Village Payroll #20 - Calendar 2021	FWH/FICA/Medicare	\$ 93,741.05
Illinois Department of Revenue			
10/1/2021	Village Payroll #20 - Calendar 2021	State Tax Withholding	\$ 19,467.60
ICMA - 457 Plans			
10/1/2021	Village Payroll #20 - Calendar 2021	Employee Withholding	\$ 20,298.72
HSA PLAN CONTRIBUTION			
10/1/2021	Village Payroll #20 - Calendar 2021	Employer/Employee Withholding	\$ 4,425.00
Intergovernmental Personnel Benefit Cooperative		Employee Insurance	\$ -
Illinois Municipal Retirement Fund		Employer/Employee	\$ 73,399.13
Total Bank Wire Transfers and ACH Payments			<u><u>\$ 211,331.50</u></u>

Village of Hinsdale
#1746
Summary By Fund

Recap By Fund	Fund	Regular Checks	ACH/Wire Transfers	Total
General Fund	100	153,917.61	-	153,917.61
2017A GO Bond Fund	307	475.00		475.00
2018 GO Bond Fund	308	475.00		475.00
Water & Sewer Operations	600	5,270.29	-	5,270.29
Escrow Funds	720	80,680.00	-	80,680.00
Payroll Revolving Fund	740	-	211,331.50	211,331.50
Library Operating Fund	900	12.75	-	12.75
Total		240,830.65	211,331.50	452,162.15



Warrant Register 1746

Invoice	Description	Invoice/Amount
AT & T		
63032338639258	VEECK PARK-WP 8/14-9/13/21	444.45
	Check Date 9/22/2021 Total For Check # 110556	444.45
BMO HARRIS BANK N.A. PYMT		
AUGUST 2021	AUG2021 MISC CHARGES	51.50
AUGUST 2021	AUG2021 MISC CHARGES	158.67
AUGUST 2021	AUG2021 MISC CHARGES	11.00
AUGUST 2021	AUG2021 MISC CHARGES	419.42
AUGUST 2021	AUG2021 MISC CHARGES	35.00
AUGUST 2021	AUG2021 MISC CHARGES	75.74
AUGUST 2021	AUG2021 MISC CHARGES	66.96
AUGUST 2021	AUG2021 MISC CHARGES	12.48
AUGUST 2021	AUG2021 MISC CHARGES	16.53
AUGUST 2021	AUG2021 MISC CHARGES	39.26
AUGUST 2021	AUG2021 MISC CHARGES	96.89
AUGUST 2021	AUG2021 MISC CHARGES	499.00
AUGUST 2021	AUG2021 MISC CHARGES	15.99
AUGUST 2021	AUG2021 MISC CHARGES	12.99
AUGUST 2021	AUG2021 MISC CHARGES	60.00
AUGUST 2021	AUG2021 MISC CHARGES	12.99
AUGUST 2021	AUG2021 MISC CHARGES	0.99
AUGUST 2021	AUG2021 MISC CHARGES	199.99
AUGUST 2021	AUG2021 MISC CHARGES	5.99
AUGUST 2021	AUG2021 MISC CHARGES	89.95
AUGUST 2021	AUG2021 MISC CHARGES	16.19
AUGUST 2021	AUG2021 MISC CHARGES	15.00
AUGUST 2021	AUG2021 MISC CHARGES	15.96
AUGUST 2021	AUG2021 MISC CHARGES	30.71
AUGUST 2021	AUG2021 MISC CHARGES	0.99
AUGUST 2021	AUG2021 MISC CHARGES	38.99
AUGUST 2021	AUG2021 MISC CHARGES	61.19
AUGUST 2021	AUG2021 MISC CHARGES	20.00
AUGUST 2021	AUG2021 MISC CHARGES	13.88
AUGUST 2021	AUG2021 MISC CHARGES	59.41
AUGUST 2021	AUG2021 MISC CHARGES	61.84
AUGUST 2021	AUG2021 MISC CHARGES	29.48
AUGUST 2021	AUG2021 MISC CHARGES	35.77

**Warrant Register 1746**

Invoice	Description	Invoice/Amount
AUGUST 2021	AUG2021 MISC CHARGES	12.56
AUGUST 2021	AUG2021 MISC CHARGES	53.70
AUGUST 2021	AUG2021 MISC CHARGES	10.99
AUGUST 2021	AUG2021 MISC CHARGES	31.98
AUGUST 2021	AUG2021 MISC CHARGES	12.99
AUGUST 2021	AUG2021 MISC CHARGES	33.83
AUGUST 2021	AUG2021 MISC CHARGES	71.80
AUGUST 2021	AUG2021 MISC CHARGES	77.20
AUGUST 2021	AUG2021 MISC CHARGES	83.02
AUGUST 2021	AUG2021 MISC CHARGES	33.75
AUGUST 2021	AUG2021 MISC CHARGES	43.68
AUGUST 2021	AUG2021 MISC CHARGES	-1.35
AUGUST 2021	AUG2021 MISC CHARGES	26.43
AUGUST 2021	AUG2021 MISC CHARGES	84.23
AUGUST 2021	AUG2021 MISC CHARGES	42.99
AUGUST 2021	AUG2021 MISC CHARGES	640.76
AUGUST 2021	AUG2021 MISC CHARGES	71.05
AUGUST 2021	AUG2021 MISC CHARGES	37.70
AUGUST 2021	AUG2021 MISC CHARGES	140.00
AUGUST 2021	AUG2021 MISC CHARGES	0.99
AUGUST 2021	AUG2021 MISC CHARGES	66.59
AUGUST 2021	AUG2021 MISC CHARGES	76.74
AUGUST 2021	AUG2021 MISC CHARGES	50.00
AUGUST 2021	AUG2021 MISC CHARGES	659.88
Check Date 9/22/2021 Total For Check # 110557		4,642.26
CALL ONE		
449251	PHONE CHARGEES 9/15-10/14/21	311.88
449251	PHONE CHARGEES 9/15-10/14/21	247.72
449251	PHONE CHARGEES 9/15-10/14/21	316.63
449251	PHONE CHARGEES 9/15-10/14/21	208.83
449251	PHONE CHARGEES 9/15-10/14/21	225.74
449251	PHONE CHARGEES 9/15-10/14/21	194.53
Check Date 9/22/2021 Total For Check # 110558		1,505.33
COMCAST		
8771201110009242	POLICE/FIRE 8/16 TO 9/15/21	70.00
8771201110009242	POLICE/FIRE 8/16 TO 9/15/21	69.99
Check Date 9/22/2021 Total For Check # 110559		139.99



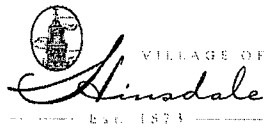
Warrant Register 1746

Invoice	Description	Invoice/Amount
TOSHIBA FINANCIAL SERVICE		
452952179	COPIER LEASE SEPT SCILK27546-COM DEV/PARKS	192.50
452952179	COPIER LEASE SEPT SCILK27546-COM DEV/PARKS	82.50
	Check Date 9/22/2021 Total For Check # 110560	275.00
IDPH		
PERMIT #102-2021	PERMIT-POOL PROJECT LICENSE #133-29631	200.00
	Check Date 9/30/2021 Total For Check # 110561	200.00
A BLOCK MARKETING INC		
LC00050875	LOG DISPOSAL	60.00
ME00058676	WOOD CHIP DISPOSAL	30.00
ME00058685	WOOD CHIP DISPOSAL	30.00
	Check Date 10/1/2021 Total For Check # 110562	120.00
AMALGAMATED BK OF CHICAGO		
TRUST #1856823009	ADMIN FEE SERIES 2018A BOND 6/1/21-5/31/22	475.00
	Check Date 10/1/2021 Total For Check # 110563	475.00
AMALGAMATED BK OF CHICAGO		
TRUST #1856569007	ADMIN FEE SERIES 2017A BOND 7/1/21-6/30/22	475.00
	Check Date 10/1/2021 Total For Check # 110564	475.00
AMERICAN EXPRESS		
AUGUST2021	AUG21 MISC CHARGES	56.96
AUGUST2021	AUG21 MISC CHARGES	-5.89
	Check Date 10/1/2021 Total For Check # 110565	51.07
ANDRES MEDICAL BILLING LT		
252774	AUGUST COLLECTIONS	2,134.66
	Check Date 10/1/2021 Total For Check # 110566	2,134.66
ASCE SOCIETY OF CIVIL		
090721	PROF ASSOC DUES-DEETER	275.00
	Check Date 10/1/2021 Total For Check # 110567	275.00
AUGUSTUS LABS LLC		
569	TESTING 9/14/21 COVID	100.00
	Check Date 10/1/2021 Total For Check # 110568	100.00
BANNERVILLE USA		
30954	FALL FEST POSTER AND SIGNS	150.00
	Check Date 10/1/2021 Total For Check # 110569	150.00



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Invoice	Description	Invoice/Amount
BE PREPARED		
SEPT2021	SEPTEMBER 2021	180.00
	Check Date 10/1/2021 Total For Check # 110570	180.00
BEACON SSI INCORPORATED		
0000097574	AUG 2021 FUEL SYS INSPECTION	125.00
	Check Date 10/1/2021 Total For Check # 110571	125.00
BURR RIDGE PARK DISTRICT		
91321	EARLY CHILD SUM21	833.00
	Check Date 10/1/2021 Total For Check # 110572	833.00
CDW-GOVERNMENT INC.		
K563224	10 DESKTOP COMPUTERS	7,920.70
K069446	FORTINET RENEWAL	4,500.00
	Check Date 10/1/2021 Total For Check # 110573	12,420.70
CENTRAL TURF & IRRIGATION		
7664840-01	ADDL SPRINKLER HEAD FOR PARK	48.90
	Check Date 10/1/2021 Total For Check # 110574	48.90
CHICAGO PARTS & SOUND LLC		
2J0003244	INSTALL BODY CAMERA DOCKING STATIONS- 41,42,44,45	700.00
	Check Date 10/1/2021 Total For Check # 110575	700.00
CINTAS CORPORATION 769		
5075389795	FIRST AID CABINET RESTOCK-PUB WORKS	162.92
4095998952	MAT & TOWEL SERVICE	22.85
4095998952	MAT & TOWEL SERVICE	27.42
4095998952	MAT & TOWEL SERVICE	21.39
4095998952	MAT & TOWEL SERVICE	12.15
4095998952	MAT & TOWEL SERVICE	46.07
4095998952	MAT & TOWEL SERVICE	42.97
5075389727	MEDICAL CABINET RESTOCK	117.80
	Check Date 10/1/2021 Total For Check # 110576	453.57
CITI CARDS		
SEPT21	STATION SUPPLIES	147.60
SEPT21	STATION SUPPLIES	17.76
	Check Date 10/1/2021 Total For Check # 110577	165.36
COMED		
0015093062	57TH STREET	106.89



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Invoice	Description	Invoice/Amount
0075151076	ELEANOR PARK	314.40
0203017056	WARMING HOUSE/PADDLE HUT	99.45
0203065105	CHESTNUT PARKING	34.23
0381057101	CLOCK TOWER	24.77
0395122068	STREET LIGHTS	41.65
0417073048	314 SYMONDS DR	76.64
0427019145	CAMERA 989/TAFT RD	32.71
0471095066	FOUNTAIN	200.80
0499147045	BURLINGTON PARK	55.84
0639032045	ROBBINS PARK	31.16
0651102260	PD CAMERA-701 E CHGO	32.11
0697168013	STREET LIGHTS	26.22
0825110049	PD CAMERA-440 E OGDEN	31.04
1107024145	LANDSCAPE LIGHTS 650	26.09
1993023010	RADIO EQUIPMENT FD	99.57
2195166237	PD CAMERA-5913 S MADISON	28.31
2378029015	WASHINGTON	30.42
2425068008	VEECK PARK	563.22
2771151012	PD CAMERA-2 STOUGH	13.21
3454039030	VEECK PARK-WP	327.15
6583006139	BURLINGTON PARK	90.73
7011157008	NS CBQ RR	28.16
7011378007	PIERCE PARK	252.78
7011481018	WALNUT STREET	25.64
Check Date 10/1/2021 Total For Check # 110578		2,593.19

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7093551008	KLM LODGE	1,114.90
7093551008	KLM LODGE	278.72
8521083007	ROBBINS PARK	66.26
8521342001	TRAIN STATION	131.31
8605174005	BROOK PARK	80.69
8605437007	POOL	2,637.16
8689206002	ELEANOR PARK	34.31
8689480008	STOUGH PARK	19.97
8689640004	BURNS FIELD	21.96
1507053045	PD CAMERA-5909 S GARFIELD	49.54
7261620005	SAFETY TOWN	41.98
8521400008	WATER PLANT	36.24



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Invoice	Description	Invoice/Amount
	Check Date 10/1/2021 Total For Check # 110579	4,513.04
CONSERV FS		
6405115	FIELD CHALK FOR PARKS	16.40
6405454	GRASS SEED & SOIL BLANKET	374.34
	Check Date 10/1/2021 Total For Check # 110580	390.74
CORE & MAIN LP		
P443361	FIRE HOSE NOZZLES	80.37
	Check Date 10/1/2021 Total For Check # 110581	80.37
CZERVIK CONSTRUCTION		
2155	PUBLIC SERVICES RENOVATION MECHANICS OFFICE	7,350.00
	Check Date 10/1/2021 Total For Check # 110582	7,350.00
DAILY HERALD PADDOCK PUB		
190281	BID NOTICES 1681 & 1682	99.90
190281	BID NOTICES 1681 & 1682	75.60
	Check Date 10/1/2021 Total For Check # 110583	175.50
DESIGN PERSPECTIVES, INC		
21-150X-1-2	PROF SVC FOR IRMA BUTLER TOT LOT	3,000.00
	Check Date 10/1/2021 Total For Check # 110586	3,000.00
DOCU-SHRED, INC.		
47882	DOCUMENTS DESTRUCTION	80.00
47883	DOCUMENT DESTRUCTION	40.00
	Check Date 10/1/2021 Total For Check # 110587	120.00
DUPAGE COUNTY 911 ETSB		
20-PRMS113	DUJIS OPERATING EXPENSES -VOB 10/17/17	29,630.66
	Check Date 10/1/2021 Total For Check # 110588	29,630.66
FACTORY MOTOR PARTS CO		
1-7105106	UNIT #32 MASTER CYLINDER	134.75
50-3504540	UNIT #831 OXYGEN SENSOR	74.41
50-3520563	UNIT #834 OXYGEN SENSOR	67.28
60-296230	LEFT TIE ROD END #32	152.66
50-3514496	UNIT #20 OXYGEN SENSOR	50.49
60-296804	#831 REAR BREAK ROTORS	136.86
55-766187	REAR BREAK PADS #831	45.99
	Check Date 10/1/2021 Total For Check # 110589	662.44
FIRE PROTECTION COMPANY		
773	ANNUAL QTRY FIRE SPRINKLER SYS INSPECT	772.50
773	ANNUAL QTRY FIRE SPRINKLER SYS INSPECT	257.50

VOID # 110584
110585



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Invoice	Description	Invoice/Amount
	Check Date 10/1/2021 Total For Check # 110590	1,030.00
FREEWAY FORD TRUCK SALES		
551796	M84 BREAK FLUID CAP	10.71
	Check Date 10/1/2021 Total For Check # 110591	10.71
GRAINGER, INC.		
9043708966	LOCKING CONNECTOR/FARMERS MKT ELEC	151.97
	Check Date 10/1/2021 Total For Check # 110592	151.97
HALOGEN SUPPLY COMPANY		
00564001	POOL CHEMICALS	101.49
	Check Date 10/1/2021 Total For Check # 110593	101.49
HANZEL, SAMANTHA		
MILEAGE92121	MILEAGE REIMBURSEMENT	85.96
	Check Date 10/1/2021 Total For Check # 110594	85.96
HAWKINS, INC.		
6009161	POOL CHEMICALS	417.86
	Check Date 10/1/2021 Total For Check # 110595	417.86
HILDEBRAND SPORTING GOODS		
082621	2 NAMEPLATES	24.00
RR1186BC	TENNIS NETS	633.91
	Check Date 10/1/2021 Total For Check # 110596	657.91
HINSDALE NURSERIES, INC.		
2263226	NEW PLANTINGS/BURNS FIELD	285.70
	Check Date 10/1/2021 Total For Check # 110597	285.70
HOME DEPOT CREDIT SERVICE		
AUG2021	MISCELLANEOUS HARDWARE AUG21	99.00
AUG2021	MISCELLANEOUS HARDWARE AUG21	449.00
AUG2021	MISCELLANEOUS HARDWARE AUG21	199.00
AUG2021	MISCELLANEOUS HARDWARE AUG21	61.59
	Check Date 10/1/2021 Total For Check # 110598	808.59
HR GREEN INC		
146350	LAKE MICHIGAN WATER ALLOCATION SVCS	1,717.75
	Check Date 10/1/2021 Total For Check # 110599	1,717.75
HUGHES ENVIRONMENTAL CONSULTING INC		
108	CSO CERT OPERATOR SVCS-VEECK PARK AUG21	400.00
	Check Date 10/1/2021 Total For Check # 110600	400.00



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Invoice	Description	Invoice/Amount
IL OFC OF STATE FIRE MARSHALL		
9650500	POOL HEATERS INSPECTION	100.00
Check Date 10/1/2021 Total For Check # 110601		100.00
IL OFC STATE FIRE MARSHAL		
5125120702	ELEVATOR CERTIFICATE OF OPERATION	75.00
Check Date 10/1/2021 Total For Check # 110602		75.00
INDUSTRIAL ELECTRIC SUPPLY		
S100006357.001	ELEC SUPPLIES FOR SHAWNS OFFICE/FLOOD	180.58
S100006433.001	DRYWALL RINGS FOR SHAWNS OFFICE-FLOOD	16.38
S100006434.001	WIRES TIES	33.60
S100006463.001	ELEC CORD FOR SPECIAL EVENTS/FARMERS MKT	11.93
S100006372.001	VILLAGE HALL LAMPS	26.40
Check Date 10/1/2021 Total For Check # 110603		268.89
INTERNATIONAL EXTERMINATO		
09-4293	SEPT 2021 PEST CONTROL SVC	47.00
09-4293	SEPT 2021 PEST CONTROL SVC	47.00
09-4293	SEPT 2021 PEST CONTROL SVC	132.00
09-4293	SEPT 2021 PEST CONTROL SVC	47.00
09-4293	SEPT 2021 PEST CONTROL SVC	47.00
Check Date 10/1/2021 Total For Check # 110604		320.00
INTERSTATE BATTERY SYSTEM		
304062	BATTERY FOR UNIT #58	129.95
3024869564	BLOER MOTOR/RESISTER #4/SEATBELT #7	392.57
Check Date 10/1/2021 Total For Check # 110605		522.52
KATHLEEN W BONO CSR		
8778	#HPC-04-2021	382.30
Check Date 10/1/2021 Total For Check # 110606		382.30
KINGS LANDSCAPING CO		
26437	CONT BD-440 N QUINCY #26437	500.00
26487	CONT BD-21 S BRUNER #26487	600.00
26343	CONT BD-744 WILSON LANE #26343	4,000.00
Check Date 10/1/2021 Total For Check # 110607		5,100.00
KIPPS LAWMOWER SALES		
499830	2 CYCLE OIL-6 PACK	11.36
499828	WEED TRIMMER	326.76
Check Date 10/1/2021 Total For Check # 110608		338.12



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Invoice	Description	Invoice/Amount
KOWAL, KAREN		
07292021NNO	NATIONAL NIGHT OUT SUPPLIES	69.14
	Check Date 10/1/2021 Total For Check # 110609	69.14
LAKE VIEW NATURE CENTER		
AUG 2021	AUGUST 2021 PROGRAMS	509.40
	Check Date 10/1/2021 Total For Check # 110610	509.40
LINCHPIN SEO		
16315	KLM SEO MARKETING	400.00
	Check Date 10/1/2021 Total For Check # 110611	400.00
MAGIC OF GARY KANTOR		
SEPT2021	SEPTEMBER 2021	56.00
	Check Date 10/1/2021 Total For Check # 110612	56.00
MANGANIELLO, JIM		
SEPT2021	SEPT21 METER READS	57.50
	Check Date 10/1/2021 Total For Check # 110613	57.50
MENARDS		
82409	ELECTRIC PARTS SHAWNS OFFICE-FLOOD	31.32
82690	SPLICE KIT/DRYWALL ANCHORS	3.89
82690	SPLICE KIT/DRYWALL ANCHORS	11.92
	Check Date 10/1/2021 Total For Check # 110614	47.13
METROCOUNT INC		
INV10145	TRAFFIC COUNTER SUPPLIES	384.00
	Check Date 10/1/2021 Total For Check # 110615	384.00
MICROSYSTEMS, INC.		
084714	PERMIT SCANNING TO PAPERVISION	5,022.64
	Check Date 10/1/2021 Total For Check # 110616	5,022.64
MUNICIPAL SERVICES ASSOCIATES INC		
57-2058-21	REVIEW PERMIT REQUEST-VILLAGE ROW	2,200.00
	Check Date 10/1/2021 Total For Check # 110617	2,200.00
NAPA AUTO PARTS		
4343-740758	MICRO FUSES UNIT #34	21.16
4343-739044	OIL DRY	56.06
4343-738326	UNIT #99 RELAY	13.18
4343-737990	UNIT #833 EXHAUST CLAMPS	3.28
6306-605538	DIESEL EXHAUST FLUID	57.40
6306-604512	M84 BATTERY	320.98



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Invoice	Description	Invoice/Amount
	Check Date 10/1/2021 Total For Check # 110618	472.06
NAPERVILLE READY MIX INC		
72338	CEMENT FOR PARK BENCHES	620.50
	Check Date 10/1/2021 Total For Check # 110619	620.50
NELS J JOHNSON TREE EXPT		
1327577	T&M SAFETY PRUNING FOR ELM	825.00
	Check Date 10/1/2021 Total For Check # 110620	825.00
NEUCO INC		
5219146	HVAC VILLAGE HALL	93.61
	Check Date 10/1/2021 Total For Check # 110621	93.61
NICOR GAS		
90077900000	YOUTH CENTER 8/16-9/15/21	56.82
38466010006	121 SYMONDS 8/16-9/15/21	69.96
38466010006	121 SYMONDS 8/16-9/15/21	69.95
12952110000	5906 S COUNTY LINE 8/18-9/16/21	44.89
13270110003	350 N VINE 8/16-9/15/21	136.54
06677356575	PLATFORM TENNIS 8/17-9/16/21	185.02
	Check Date 10/1/2021 Total For Check # 110622	563.18
AKERS, JEFFREY		
26033	CONT BD-828 S OAK #26033	5,800.00
	Check Date 10/1/2021 Total For Check # 110623	5,800.00
BARCLAY, JASON		
25628	CONT BD-433 E THIRD #25628	10,000.00
	Check Date 10/1/2021 Total For Check # 110624	10,000.00
BENJAMIN, HEATHER		
25982	KLM SECURITY DEP-EN210919 #25982	500.00
	Check Date 10/1/2021 Total For Check # 110625	500.00
BERGER, ALAN LEE		
25113	STMWR BD-5515 S ELM #25113	7,000.00
	Check Date 10/1/2021 Total For Check # 110626	7,000.00
BRADFORD & KENT		
26324	CONT BD-517 MORRIS LN #26324	1,800.00
	Check Date 10/1/2021 Total For Check # 110627	1,800.00
BREMNER, THOMAS		
25362	STMWR BD-621 W WALNUT #25362	12,260.00
	Check Date 10/1/2021 Total For Check # 110628	12,260.00

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Invoice	Description	Invoice/Amount
DCS EXTERIOR INC		
26725	CONT BD-10, 12, 13 GRANT SQ #26725	500.00
	Check Date 10/1/2021 Total For Check # 110629	500.00
DINARDO, LAWRENCE		
25247	STMWR BD-728 S OAK #25247	3,200.00
	Check Date 10/1/2021 Total For Check # 110630	3,200.00
GALLWAS, JENNIFER		
9112021	PICKLEBALL TOURNAMENT MANAGER	380.08
	Check Date 10/1/2021 Total For Check # 110631	380.08
HAYES, NORA		
25921	KLM SECURITY DEP-EN210917 #25921	500.00
	Check Date 10/1/2021 Total For Check # 110632	500.00
HEINTZELMAN, YVETTE		
70	CONF-REG TRAINING PRESENTATION	170.00
	Check Date 10/1/2021 Total For Check # 110633	170.00
IL LEAP		
0000070	2021 IL LEAP CONFERENCE-NINA	100.00
	Check Date 10/1/2021 Total For Check # 110634	100.00
IRISH CASTLE INC		
26731	CONT BD-919 S GARFIELD #26731	500.00
	Check Date 10/1/2021 Total For Check # 110635	500.00
KARADIMAS, PEGGY		
239851	WELLNESS WEEK SPONSORSHIP	50.00
	Check Date 10/1/2021 Total For Check # 110636	50.00
KEARNEY, JOSEPH		
26712	CONT BD-925 OAKWOOD #26712	500.00
	Check Date 10/1/2021 Total For Check # 110637	500.00
KLINE, PETER		
26474	CONT BD-117 MAUMELL #26474	500.00
	Check Date 10/1/2021 Total For Check # 110638	500.00
KNOTT, NANCY		
072821	REFUND-CHARGED 3 TIMES FOR PARKING	12.00
	Check Date 10/1/2021 Total For Check # 110639	12.00



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Invoice	Description	Invoice/Amount
LEWIS, NATASHA		
26522	KLM SECURITY DEP-EN220521 #26522	450.00
	Check Date 10/1/2021 Total For Check # 110640	450.00
MCGUINN, CAROL		
91321	SIGN LANGUAGE INTERPRETER AIDE	220.00
	Check Date 10/1/2021 Total For Check # 110641	220.00
MILLER, ANN		
239674	WITHDREW FROM PICKLEBALL TOURNAMENT	50.00
	Check Date 10/1/2021 Total For Check # 110642	50.00
O PROPERTIES		
26197	CONT BD-1401 BURR OAK #207B	4,000.00
	Check Date 10/1/2021 Total For Check # 110643	4,000.00
OCHSENSCHLAGER, SCRIBNER		
26499	CONT BD-20 N GRANT #26499	500.00
	Check Date 10/1/2021 Total For Check # 110644	500.00
OSTRENGA, MATTHEW		
26659	KLM SECURITY DEP-EN200905 #26659	500.00
	Check Date 10/1/2021 Total For Check # 110645	500.00
PAYETTE, LUKE		
239727	BASKETBALL/SPEED AND AGILITY TRAINING CANCELLED	62.00
	Check Date 10/1/2021 Total For Check # 110646	62.00
PETRAKOS, CONSTANCE		
24851	KLM SECURITY DEP-EN200913 #24851	425.00
	Check Date 10/1/2021 Total For Check # 110647	425.00
PREUSSER, LAURA		
26304	CONT BD-929 S GRANT #26304	500.00
	Check Date 10/1/2021 Total For Check # 110648	500.00
REBRAG, INC		
26981	STMWR BD-453 E SIXTH #26981	8,800.00
	Check Date 10/1/2021 Total For Check # 110649	8,800.00
REEDY, MICHAEL		
26512	KLM SECURITY DEP-EN2109018 #26512	133.00
	Check Date 10/1/2021 Total For Check # 110650	133.00

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Invoice	Description	Invoice/Amount
RIORDAN LEGACY LLC		
25268	STMWR BD-637 S BRUNER #25268	5,950.00
	Check Date 10/1/2021 Total For Check # 110651	5,950.00
ROGERS, ALMA		
239686	MED SCHOOL 4 TEENS CANCELLED	125.00
	Check Date 10/1/2021 Total For Check # 110652	125.00
SCLABASSI, JENNIFER		
239712	WITHDREW FROM EAST AVE LACROSSE	175.00
	Check Date 10/1/2021 Total For Check # 110653	175.00
SHAH, SAMIR		
239804	WITHDREW FROM TAEKWONDO	149.00
	Check Date 10/1/2021 Total For Check # 110654	149.00
SOSA, JOSE A		
2021	PICKLEBALL TOURNAMENT SCOREKEEPER	300.00
	Check Date 10/1/2021 Total For Check # 110655	300.00
STANTON, SARAH		
239803	PROGRAM CANCELLATIONS	62.00
239803	PROGRAM CANCELLATIONS	130.00
	Check Date 10/1/2021 Total For Check # 110656	192.00
THOMAS, NERIDA		
26430	CONT BD-558 N GRANT #26430	500.00
	Check Date 10/1/2021 Total For Check # 110657	500.00
TREJO, SOLEDAD		
25963	KLM SECURITY DEP-EN210620 #25963	250.00
	Check Date 10/1/2021 Total For Check # 110658	250.00
WAKEFIELD CUSTOM HOMES		
26030	CONT BD-311 N OAK #26030	5,000.00
	Check Date 10/1/2021 Total For Check # 110659	5,000.00
WARD, WILLIAM		
26495	CONT BD-118 N MADISON #26495	500.00
	Check Date 10/1/2021 Total For Check # 110660	500.00
WEXWAY, LLC		
24273	STMWR BD-314 W SECOND #24273	7,270.00
	Check Date 10/1/2021 Total For Check # 110661	7,270.00



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Invoice	Description	Invoice/Amount
ZHANG, DANCHEN		
26415	CONT BD-126 W 7TH ST #26415	500.00
	Check Date 10/1/2021 Total For Check # 110662	500.00
ORBIS SOLUTIONS		
5571989	AFTER HOURS EMERG SUPPORT	750.00
5571943	AFTER HOURS EMERG SUPPORT-8/27	487.50
5579143	MONTHLY IT SVC SUPPORT 9/1-9/30/21	13,744.00
	Check Date 10/1/2021 Total For Check # 110663	14,981.50
PITNEY BOWES		
1018989416	EQUIPMENT SVC AGREE 10/1/21-9/30/22	960.00
	Check Date 10/1/2021 Total For Check # 110664	960.00
PLAQUES PLUS		
G0902-22	SOFTBALL TROPHY	78.31
	Check Date 10/1/2021 Total For Check # 110665	78.31
PROF DEVELOPMENT ACADEMY LLC		
INV-12911	ICMA PERFORMANCE TRNG-ZIEMER	1,995.00
	Check Date 10/1/2021 Total For Check # 110666	1,995.00
RAY O'HERRON CO INC		
2141578-IN	TIE BAR - GOLD	4.99
2140175-IN	NAME PLATES	44.80
2140175-IN	NAME PLATES	44.80
	Check Date 10/1/2021 Total For Check # 110667	94.59
REPUBLIC SERVICES #551		
0551-015240685	PUB SVC OVERAGE TONNAGE CHARGE	116.64
	Check Date 10/1/2021 Total For Check # 110668	116.64
RYDIN SIGN & DECAL		
385610	2022 TEMPORARY HCHT	143.71
383564	PARKING PERMITS FOR DECK	311.25
	Check Date 10/1/2021 Total For Check # 110669	454.96
SEMMER LANDSCAPE		
22173	MOVING & LANDSCAPE MAINTENANCE VOB 3/2/21	5,527.50
22173	MOVING & LANDSCAPE MAINTENANCE VOB 3/2/21	15,116.50
	Check Date 10/1/2021 Total For Check # 110670	20,644.00
SOCCER MADE IN AMERICA		
SUMMER21	SUMMER 2021 CAMPS	1,926.80
	Check Date 10/1/2021 Total For Check # 110671	1,926.80



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Invoice	Description	Invoice/Amount
SOUTHWEST TOWN MECHANICAL		
S12064853	LOWER LEVEL PK DECK JET FAN #3 REPAIR	1,250.00
	Check Date 10/1/2021 Total For Check # 110672	1,250.00
STRYKER SALES CORP		
3516782M	EMS SUPPLIES	139.40
	Check Date 10/1/2021 Total For Check # 110673	139.40
SUBURBAN DOOR CHECK		
IN540058	LOCKSET & DUPLICATE KEYS	56.60
IN540058	LOCKSET & DUPLICATE KEYS	341.40
	Check Date 10/1/2021 Total For Check # 110674	398.00
TASC-CLIENT INVOICES		
IN2084527	FMLA ADMIN FEES 8/1-10/31/21	481.65
	Check Date 10/1/2021 Total For Check # 110675	481.65
TELCOM INNOVATIONS GROUP		
A57236M	PHONE SYSTEM CONTRACT	4,250.00
	Check Date 10/1/2021 Total For Check # 110676	4,250.00
THE BLUE LINE		
42042	PART TIME - CSO RECRUITMENT	397.00
	Check Date 10/1/2021 Total For Check # 110677	397.00
THE LAW OFFICES OF AARON H. REINKE		
H-9-16-2021	ADMIN HEARINGS-TOWINGS	150.00
	Check Date 10/1/2021 Total For Check # 110678	150.00
THE POLICE & SHERIFFS		
152622	ID CARD FOR NEW OFFICERS	32.58
	Check Date 10/1/2021 Total For Check # 110679	32.58
THOMSON REUTERS WEST		
844930702	CLEAR DATEBASE CHARGES 08/01/22-08/31/22	233.02
	Check Date 10/1/2021 Total For Check # 110680	233.02
TOSHIBA FINANCIAL SERVICE		
453443665	COPIER LEASE SEPT-ADMIN SC1HJ17548	275.00
	Check Date 10/1/2021 Total For Check # 110681	275.00
TOTAL PARKING SOLUTIONS		
105317	PREV. MAINTENANCE WASHINGTON LOT-7/16/21-7/16/22	1,380.00
105316	WEB MONITORING- WASHINGTON LOT -07/16/21-07/16/22	960.00



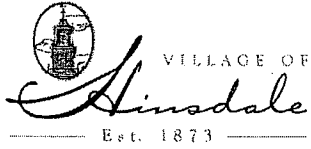
Warrant Register 1746

Invoice	Description	Invoice/Amount
	Check Date 10/1/2021 Total For Check # 110682	2,340.00
TPI BLDG CODE CONSULTANT		
202107-A	3RD PARTY PLAN REVIEW	2,102.65
	Check Date 10/1/2021 Total For Check # 110683	2,102.65
TRUSTWORTHY CLEANING		
31	AUGUST LODGE CLEANING	2,260.00
	Check Date 10/1/2021 Total For Check # 110684	2,260.00
U S POSTAL SERVICE		
PERMIT #19 2021	PERMIT #19-BUSINESS REPLY	265.00
	Check Date 10/1/2021 Total For Check # 110685	265.00
WAREHOUSE DIRECT INC		
5052518-0	OFFICE SUPPLIES/BINDERS FOR BUDGET	40.68
5051533-0	BREAKROOM SUPPLIES	217.24
5051533-0	BREAKROOM SUPPLIES	217.24
5047895-0	LODGE SUPPLIES	2.17
5047895-0	LODGE SUPPLIES	83.00
5047895-0	LODGE SUPPLIES	87.86
5047895-1	LODGE JANITORIAL SUPPLIES	61.28
5054640-0	LODGE EVENT SUPPLIES	86.78
5054751-0	ADMIN OFFICE SUPPLIES	125.27
5054946-0	JANITORIAL AND OFFICE SUPPLIES	150.39
5054946-0	JANITORIAL AND OFFICE SUPPLIES	202.89
5055699-0	EASEL FOR SAVESTATION EVENT	74.43
5053503-0	JANITORIAL SUPPLIES PARKS	176.99
5059480-0	LODGE SUPPLIES	19.99
5059480-0	LODGE SUPPLIES	100.81
5060036-0	LODGE JANITORIAL SUPPLIES	58.99
	Check Date 10/1/2021 Total For Check # 110686	1,706.01
WATCHGUARD, INC		
ACCINV0032776	EXTRA BATTERIES FOR BODY CAMERAS	515.00
	Check Date 10/1/2021 Total For Check # 110687	515.00
WEX HEALTH INC		
0001398363-IN	AUG 2021 FSA FEES	12.75
0001398363-IN	AUG 2021 FSA FEES	25.50
0001398363-IN	AUG 2021 FSA FEES	21.25
0001398363-IN	AUG 2021 FSA FEES	4.25
0001398363-IN	AUG 2021 FSA FEES	4.25



Warrant Register 1746

Invoice	Description	Invoice/Amount
0001398363-IN	AUG 2021 FSA FEES	12.75
	Check Date 10/1/2021 Total For Check # 110688	80.75
WILLOWBROOK FORD INC		
5153318	UNIT #833 EXHAUST PIPE/GASKET/NUTS	293.55
	Check Date 10/1/2021 Total For Check # 110689	293.55
WINDY CITY NINJAS		
AUGUST2021	AUGUST 2021 SESSION	1,100.00
	Check Date 10/1/2021 Total For Check # 110690	1,100.00
DEMCO, INC.		
6427	KLM-HOT WATER TANK REPLACEMENT	736.00
6399	KLM COTTAGE HOT WATER TANK REPLACE	1,725.00
	Check Date 10/1/2021 Total For Check # 110691	2,461.00
	Total For ALL Checks	240,830.65



Warrant Summary by Fund:

RECAP BY FUND	FUND NUMBER	FUND TOTAL
GENERAL FUND	100	153,917.61
2017A G.O. BOND FUND	307	475.00
2018 G.O. BOND FUND	308	475.00
WATER & SEWER OPERATIONS FUND	600	5,270.29
ESCROW FUND	720	80,680.00
LIBRARY OPERATIONS	900	12.75
	TOTALS:	240,830.65

END OF REPORT

Public Services & Engineering

AGENDA SECTION: Consent Agenda – EPS
SUBJECT: 2022 Resurfacing Project Engineering Services award
MEETING DATE: October 5, 2021
FROM: Dan Deeter, PE Village Engineer

Recommended Motion

Award the design and construction observation engineering services for the 2022 Resurfacing Project to HR Green in the amount not to exceed \$49,985.

Background

Annually under the accelerated Master Infrastructure Project, the Village conducts a Maintenance / Resurfacing Project. Attachment 1 shows the streets and parking lots that Staff has identified for resurfacing in the 2022 Resurfacing Project. Staff sent requests for proposals to six engineering consultants who have previous design and construction observation experience with the Village of Hinsdale. Five of these consultants responded with proposals.

Engineering Consultant	Design	Construction Observation	Total
• HR Green	\$ 17,445	\$ 32,540	\$ 49,985
• Rempe-Sharpe	\$ 26,627	\$ 34,643	\$ 61,270
• James J. Benes	\$ 50,327	\$ 58,113	\$108,440
• Primera	\$ 49,000	\$ 82,895	\$131,895
• GSG Consultants	\$111,020	\$158,800	\$269,820

Discussion & Recommendation

HR Green has provided design and construction observation services for numerous MIP projects in the Village. The most recent projects have been the 2021 Chicago Avenue Water Main Project Phase 2 and the 2021 Chicago Avenue Resurfacing Project. HR Green has provided satisfactory engineering services for these projects which were completed on-time and under-budget. Staff recommends awarding the design engineering contract to HR Green.

Budget Impact

For planning purposes, Staff budgets engineering as 15% of the total project. Actual engineering costs have been between 8 – 13% depending on the size, reporting requirements, and complexity of the project. For the 2022 Resurfacing Project, the HR Green proposal is 8.75% of the total budget. It is staff's opinion that the overall project can be completed within the project budget of \$570,000.

Village Board and/or Committee Action

At the 09/21/21 Board of Trustees meeting, the Board approved the item to be moved to the Consent Agenda.



Documents Attached

1. Scope of the 2022 Resurfacing Project
2. Engineering Contract for the 2022 Resurfacing Project

Attachment 1: Scope of the 2022 Resurfacing Project

Street	From	To
N. Bruner Street	Hickory Street	Walnut Street
N. Quincy Street	Stough Street	Maple Street
N. Burner Street	North Street	South to mid-block
N. Monroe Street	Ogden Avenue	South to mid-block
N. Madison Street	Ogden Avenue	Warren Court
N. Vine Street	Walnut Street	Maple Street
N. Grant Street	Maple Street	Chicago Avenue
Merrill Woods Road	Birchwood Avenue	Cul-de-sac
N. Oak Street	Minneola Street	The Lane
S. Clay Street	Eighth Street	Cul-de-sac
Parking Lot	Southwest corner of Lincoln & First Streets	
Parking Lot	South of Post Office	

Total Street Distance: +/-4600 feet

Total Parking Lot area: +/- 18,650 square feet

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

ENGINEERING PROFESSIONAL SERVICES
AGREEMENT
2022 Resurfacing Project Engineering Services
Design & 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 2022 Resurfacing Project design and construction observation engineering services (herein referred to as the "Project");

Whereas, Engineer submitted a proposal dated September 10, 2021 to provide said services for the Project;

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

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

SECTION 1. DEFINITIONS.

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

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

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

H. The term "Shall" is imperative.

I. The term "Project" means the scope, extent, or amount of services, deliverables, items, or labor related to the engineering services for the Hinsdale – 2022 Resurfacing Project design & construction 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, 2022.

SECTION 3. GENERAL REQUIREMENTS-VILLAGE.

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

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

SECTION 4. SCOPE OF SERVICES.

A. As more fully set forth in its proposal dated September 10, 2021, attached hereto as Exhibit "A", Engineer agrees to provide all labor, materials, expertise, services and consultation related to design, 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 \$49,985.00.

B. Hourly Rates and Costs.

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

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

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

SECTION 6. DELIVERY AND OWNERSHIP OF DOCUMENTS.

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

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

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

D. Upon the condition that Engineer has received the prior written consent of the Village, Engineer shall have the right to include representations of the design of the Project,

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

SECTION 7. INSURANCE.

A. Scope of Coverage and Amounts.

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

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

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

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

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

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

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

SECTION 8. CHANGES IN WORK.

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

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

SECTION 9. USE OF SUBCONTRACTORS AND CONFLICTS OF INTEREST.

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

SECTION 10. INDEMNIFICATION.

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

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

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

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

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

SECTION 11. COMPLIANCE WITH LAWS.

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

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

1. Sexual Harassment Policy. Engineer represents that it has a written sexual harassment policy defining sexual harassment as required in Section 2-105 of the Ill. Human Rights Act.

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

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

EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

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

ILLINOIS PUBLIC WORKS EMPLOYMENT DISCRIMINATION ACT

10/1. Discrimination in employment prohibited

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

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

10/2. Deemed incorporated in contract

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

10/3. Includes independent contractors, etc.

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

10/4. Deduction from compensation

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

10/5. Recovery by injured person

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

10/6. Violations: punishment

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

10/7. To be inscribed in contract

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

10/8. Partial invalidity: construction

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

SECTION 12. SUSPENSION AND TERMINATION OF SERVICES.

A. Suspension of Work

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

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

B. Termination of Agreement

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

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

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

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

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

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

SECTION 13. NOTICES.

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

If to Village:

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

If to Engineer:

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 DuPage County, Illinois and the laws of the State of Illinois shall govern the cause of action. In any action involving the interpretation or construction of the terms herein, this Agreement shall not be construed in favor of, or against, either Party.

C. Captions.

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

D. Entire Agreement.

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

E. Waiver.

The failure of either Party to enforce any term, condition, or covenant (herein referred to as "provision") of this Agreement shall not be deemed a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with such provision and every other provision

of this Agreement. No provision of this Agreement shall be deemed to have been waived by either Party unless such waiver is in writing by said Party.

F. Third Party Beneficiaries.

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

G. Survival.

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

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

Accepted this ____ day of _____ 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 PROFESSIONAL SERVICES AGREEMENT for HINSDALE 2022
RESURFACING PROJECT – RFP# 1680, DESIGN/CONTRACT PLAN PREPARATION, AND
CONSTRUCTION OBSERVATION (FULL-TIME)
DATED: September 10, 2021**



PROFESSIONAL SERVICES AGREEMENT

For

HINSDALE 2022 RESURFACING PROJECT – RFP# 1680 DESIGN/CONTRACT PLAN PREPARATION, AND CONSTRUCTION OBSERVATION (FULL-TIME)

Daniel M. Deeter, P.E.
Village of Hinsdale
19 East Chicago Avenue
Hinsdale, IL 60521-3489
630-789-7039

T. Scott Creech, P.E.
HR Green
323 Alana Drive
New Lenox, IL 60451
HR Green Project Number: 211288

September 10, 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 for Proposal No. 1680 received August 20, 2021, via email from Mr. Daniel Deeter, P.E., Village Engineer at the Village of Hinsdale.

The services required for this project are to include design, bid/construction document preparation, bidding assistance, and construction observation services (Full-time) for pavement milling and patching with Hot Mix Asphalt (HMA) resurfacing, selective combination concrete curb and gutter removal and replacement, and Sidewalk and Ramp Replacement as required for ADA compliance. It is anticipated that up to a total of twelve (12) ADA ramps may be required with up to eight (8) located at located at N. Vine and Maple Street intersection depending on where the proposed pavement improvement is terminated and four (4) located at the Post Office parking lot.

As requested by the CLIENT, Full-Time Construction Observation services associated with the Village of Hinsdale 2022 Resurfacing Project, located in DuPage County, Illinois are detailed within this contract/proposal. It is understood that Village Funding will be utilized for the Design and Construction Observation components and Village Funding in combination with MFT Funding will be utilized for the Construction of this project.

The 2022 Resurfacing Project includes improvements along various street segments within the Village of Hinsdale limits as summarized below along with a brief description of COMPANY'S engineering and surveying scope of work associated with each street segment. Further detail of the COMPANY's services is provided in the Scope of Services section located herein.

A. N. Bruner Street

- From Hickory St. to Walnut St.
Length ≈ 600 ft.

Work Scope: 2" HMA mill and HMA resurface; pavement patching, spot curb and gutter removal and replacement; Sidewalk and ramps are not anticipated; and landscape restoration

Surveying Scope: topo. survey not required here

Engineering Scope: Design & Bid/Construction Doc. Preparation

Construction Observation: Full-time Observation

B. N. Quincy Street

- From Stough St. to Maple St.
Length ≈ 650 ft.

Work Scope: 2" HMA mill and HMA resurface; pavement patching, spot curb and gutter removal and replacement; Sidewalk and ramps are not anticipated; and landscape restoration

Surveying Scope: topo. survey not required here

Engineering Scope: Design & Bid/Construction Doc. Preparation

Construction Observation: Full-time Observation

C. N. Bruner Street

- From south of North St.
Length ≈ 200 ft.
Work Scope: 2" HMA mill and HMA resurface; pavement patching, spot curb and gutter removal and replacement; Sidewalk and ramps are not anticipated; and landscape restoration
Surveying Scope: topo. survey not required here
Engineering Scope: Design & Bid/Construction Doc. Preparation
Construction Observation: Full-time Observation

D. N. Monroe Street

- From Ogden Ave. to south
Length ≈ 540 ft.
Work Scope: 2" HMA mill and HMA resurface; pavement patching, spot curb and gutter removal and replacement; Sidewalk spot repair; ADA ramps are not anticipated; and landscape restoration
Surveying Scope: topo. survey not required here
Engineering Scope: Design & Bid/Construction Doc. Preparation
Construction Observation: Full-time Observation

E. N. Madison Street

- From Ogden Ave. to Warren Court
Length ≈ 440 ft.
Work Scope: 2" HMA mill and HMA resurface; pavement patching, spot curb and gutter removal and replacement; Sidewalk spot repair; ADA ramps are not anticipated; and landscape restoration
Surveying Scope: topo. survey not required here
Engineering Scope: Design & Bid/Construction Doc. Preparation
Construction Observation: Full-time Observation

F. N. Vine Street

- From Walnut Street to Maple St.
Length ≈ 515 ft.
Work Scope: 2" HMA mill and HMA resurface; pavement patching, spot curb and gutter removal and replacement; PCC sidewalk removal and ADA ramp construction – up to 8 ramps anticipated depending on pavement resurfacing termination; and landscape restoration.
Surveying Scope: topo. survey not necessary for ADA ramp design here
Engineering Scope: Design & Bid/Construction Doc. Preparation
Construction Observation: Full-time Observation

G. N. Grant Street

- From Maple Street to Chicago Avenue
Length ≈ 365 ft.
Work Scope: 2" HMA mill and HMA resurface; pavement patching, spot curb and gutter removal and replacement; PCC sidewalk removal and ADA ramp construction – 0 ramps anticipated; and landscape restoration

Surveying Scope: topo. survey not necessary for ADA ramp design here
Engineering Scope: Design & Bid/Construction Doc. Preparation
Construction Observation: Full-time Observation

H. Merrill Woods Road

- From Birchwood Ave. to the south
Length \approx 535 ft.
Work Scope: 2" HMA mill and HMA resurface; pavement patching, spot curb and gutter removal and replacement; Sidewalk and ramps are not anticipated; and landscape restoration
Surveying Scope: topo. survey not required here
Engineering Scope: Design & Bid/Construction Doc. Preparation
Construction Observation: Full-time Observation

I. N. Oak Street

- From Minneola St. to The Lane
Length \approx 275 ft.
Work Scope: 2" HMA mill and HMA resurface; pavement patching, spot curb and gutter removal and replacement; Sidewalk and ramps are not anticipated; and landscape restoration
Surveying Scope: topo. survey not required here
Engineering Scope: Design & Bid/Construction Doc. Preparation
Construction Observation: Full-time Observation

J. S. Clay Street

- From Eighth Street to the south
Length \approx 480 ft.
Work Scope: 2" HMA mill and HMA resurface; pavement patching, spot curb and gutter removal and replacement; PCC sidewalk removal and ADA ramp construction – 0 ramps anticipated; and landscape restoration
Surveying Scope: topo. survey not necessary for ADA ramp design here
Engineering Scope: Design & Bid/Construction Doc. Preparation
Construction Observation: Full-time Observation

K. Parking Lot

- Located southwest of Lincoln and First Streets
Area \approx 7,150 square feet
Work Scope: 2" HMA mill and HMA resurface; pavement patching, spot curb and gutter removal and replacement; PCC sidewalk spot removal and replacement; ADA ramp construction – 0 ramps anticipated; and landscape restoration
Surveying Scope: topo. survey not necessary for ADA ramp design here
Engineering Scope: Design & Bid/Construction Doc. Preparation
Construction Observation: Full-time Observation

L. Post Office Parking Lot

- South lot across Symonds
Area \approx 11,500 square feet
Work Scope: 2" HMA mill and HMA resurface; pavement patching, spot curb and

gutter removal and replacement; PCC sidewalk removal and ADA ramp construction – 4 ramps anticipated; and landscape restoration

Surveying Scope: topo. survey not anticipated to be necessary for ADA ramp design here.

Engineering Scope: Design & Bid/Construction Doc. Preparation

Construction Observation: Full-time Observation

1.2 Design Criteria/Assumptions

The plans will be prepared in accordance with standard design guidelines from Illinois Department of Transportation (IDOT) Standards for Road and Bridge Construction, IDOT Bureau of Local Roads Manual, Policies and Procedures, DuPage Division of Transportation, and CLIENT ordinances as applicable.

The construction contract for the 2022 Resurfacing Project is anticipated to commence in May 2022 and be completed within 25 working days and well before the completion date of October 2022 as noted in the RFP. The estimated man-hours for full-time construction observation of the project are based on 25 working days by the contractor in the field and it is anticipated that the contractor will complete all work on the project by the noted working days. 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 Surveying Services – COMPANY does not anticipate requiring topographic or boundary survey services except for the anticipated four (4) sump pump connections. Therefore, additional services beyond the noted survey requirements can be provided with an amendment to the contract. If required, elevations will be referenced to the Hinsdale datum, which is on the NAVD 88 vertical datum and coordinates will be tied to the Illinois State Plane, East Zone (NAD 83) Coordinate System.

2.2 Roadway Design and Contract Plan Preparation

- A. Roadway Design, Contract Plan Preparation and Bidding Services – COMPANY shall provide the following design, plan preparation and bidding services for the benefit of the project and the CLIENT:

- i. Data collection as detailed in the previous section and project setup.
- ii. Project specifications and special provisions.
- iii. Site visits.
- iv. Utility location mapping request.
- v. Geotechnical Engineering Services– For the scope of improvements specified for this year's resurfacing program, COMPANY does not anticipate the need for soil sampling and lab testing related to CCDD criteria and therefore no fees have been included herein.
- vi. Notice of Intent/Notice of Termination submittal to IEPA.
- vii. Storm Water Pollution Prevention Plan submittal to IEPA.
- viii. Develop pay items and schedule of quantities.
- ix. Engineer's Opinion of Probable Construction Cost (OPCC).

- x. Estimate of Time (EOT) for construction schedule estimate.
 - xi. Coordination with CLIENT and other required Agencies.
 - xii. Disposition of review comments.
 - xiii. Quality Control.
 - xiv. COMPANY will assist the CLIENT in advertisement for bid. It is assumed that the fees for advertisement are not included in this contract proposal but are to be paid for by the CLIENT as a reimbursement or directly.
 - xv. COMPANY will attend one (1) bid opening meeting at the CLIENT and provide bid evaluation input and a recommendation of award to the CLIENT.
 - xvi. Administration and Project Management.
- B. Developing Roadway Construction Documents – COMPANY shall prepare the Contract Plans and Specifications for the roadway improvements associated with the Village of Hinsdale 2020 Maintenance Project. This contract is based on the following:
- i. The roadway improvements include +/- 4,600 feet of existing residential roads along the segments specified above in Section I – Project Understanding and approximately +/-18,650 square feet of parking lot resurfacing. Included in the project for design and preparation of bidding/construction documents.
 - ii. Existing utility information shall be developed from the above ground facilities picked up by the Village mapping and information acquired from the utility owners (utility atlas). Video televising of sewers is not applicable and therefore not included herein.
 - iii. The pavement within the limits of the roadway improvement shall be milled and resurfaced to 2" depth. Pavement conditions within the project limits will be evaluated and full-depth patching will be included as determined to be required by the COMPANY and per CLIENT suggestion. Improvements at intersections shall extend to cross street radius returns or as determined in field to be applicable. Access to driveways shall be maintained during the course of construction.
 - iv. Existing curb and gutter, sidewalk, and trees shall remain undisturbed, unless conditions require otherwise, per field inspection by the COMPANY and/or direction from the CLIENT. Ramps for the disabled shall be included in the plans with detectable warnings except at locations where they already exist and are compliant with the current guidelines set forth by the Americans with Disabilities Act (ADA).
 - v. Modifications to the roadway geometry are not anticipated to be required. Curb returns shall be checked for positive drainage to prevent ponding within the gutters and designed for removal and replacement, if necessary.
 - vi. COMPANY shall develop two (2) Engineer's Opinion of Probable Construction Cost(s) (EOPCC) for the proposed improvements – one (1) to accompany each of the pre-final (90%) and final (100%) submittals.
- C. Meetings, Coordination, and Administration
- COMPANY shall prepare meeting minutes and distribution to meeting attendees. The required number of meetings is estimated as noted below for the purposes of said contract scope and fees. The meetings may differ from this contract as directed by the CLIENT and are subject to additional compensation per contract addendum.

- One (1) design related meeting(s) with the CLIENT.
- One (1) Bid Opening
- One (1) Pre-Construction Mtg. (included in Section 2.3)

This task also involves the management oversight of the project which will include the on-going review of the project design, schedule and budget, contract file management, general coordination and correspondence between COMPANY, the CLIENT, the review agencies, and subcontractors.

2.3 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 an estimated 25 working days in field to complete the construction within the specified project construction window as noted within the RFP which is May 2022 – October 2022. 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 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.

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 five (5) weekly construction progress meetings with the CLIENT, the contractor, and subcontractors, and residents as

applicable from project start until project completion. See Section 3.0 for anticipated project schedule. These coordination meetings will begin after the start of construction. COMPANY will complete an agenda and meeting minutes for each construction meeting. Upon completion of the meeting minutes, COMPANY will distribute the meeting minutes to all entities.

D. Administration/Coordination

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

E. Project Close Out

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

- 2.4 Record Drawings – As there appears to be minimal storm sewer involved in the 2022 Resurfacing Project, COMPANY will specify that the Contractor provide as-built drawings for the three to four sump pump connections located on Merrill Woods. The Contractor, through the construction/bid documents will be specified to provide a plan sheet containing the updated information showing rims, and invert elevations, pipe lengths, percentages of slope, of visible new sump pump connections (anticipated 4) in accordance with the roadway improvement plans marked "For Construction" prepared by COMPANY. This does not include any information on rim adjustments for storm structures. The location of these utilities shall be performed only once. Any adjustments shall be done on a time and material basis. The CLIENT or contractor must notify COMPANY of any changes to the utilities, so they can be shown on the plan set accordingly. The Contractor will be specified to provide a digital copy of the plan set to be completed in AutoCAD release 2019, in addition to providing two (2) paper copies of the plan set.

3.0 Deliverables and Schedules Included in this Contract

Anticipated Deliverables –

- A. Pre-Final Bid/Construction Documents (90% completion)
- B. Final Bid/Construction Documents (100% completion)
- C. Engineer's Opinion of Probable Construction Costs: Two (2) total, one (1) included with each of the above noted Bid/Construction Document submittals
- D. Record Drawings (AutoCAD format) including As-built rims, and inverts (only for as-built portion).

Anticipated Project Schedule-

- Design Notice to Proceed – September 2021
- 90% Submittal to CLIENT– January 2022
- Receipt of Comments – Mid-January 2022
- Final P,S, & E for Bidding – March 2022
- Construction Request for Bids Advertised – March 2022
- Local Bid Opening –April 2022

- Anticipated Construction Start – May 2022
- Construction Completion – 25 working days following Construction Start.

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

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

*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

COMPANY has included a budgetary amount within this scope of services for Material Testing of Hot Mix Asphalt (HMA) and Portland Cement Concrete (PCC). A qualified *materials testing sub-consultant* will be available to provide material testing services for this project as a sub-consultant to COMPANY. Quality Assurance testing for asphalt and concrete may be completed at the discretion of COMPANY and CLIENT generally following IDOT QC/QA criteria.

6.0 Client Responsibilities

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

- A. Planning concepts
- B. Construction schedule expectations
- C. Existing utility mapping and atlases
- D. Existing right of way information
- E. Available soils data
- F. Available existing pavement composition and thickness
- G. Available/applicable studies by others
- H. CLIENT design guidelines
- I. CLIENT Code of Ordinances; and
- J. Review of Pre-Final (90% completion) and Final Bid/Construction Documents (100% completion).

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 work is done.

7.2 Invoices

Invoices for COMPANY's services will be submitted, on a monthly basis. Invoices will be due and payable upon receipt in accordance with the Illinois Prompt Payment Act 50ILCS 505. If any invoice is not paid within these timelines, 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.

7.3 Extra Work

Any work required but not included as part of this contract shall be considered extra work. Extra work 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 work 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 \$49,985.00.

ITEM	MAN- HOURS	LABOR COST	DIRECT COST (1)	SUB CONSULTING
2.1 Topographic Survey – N/A				

2.2 Roadway Design and Contract Plan Preparation				
Roadway Design & Contract Plan Preparation	130	\$ 15,295.00		
Meetings, Coordination, Administrative & QC/QA	12	\$ 2,050.00	\$ 100.00	
Geotechnical Engineering: Sub-Consultant budgetary #)	n/a			
2.3 Construction Observation				
Field Observation & Admin, Pre-Con. Mtg. (2)	226	\$ 28,700.00	\$ 840.00	
Material Testing: Sub-Consultant budgetary #)	n/a			\$ 3,000.00
Subtotals:	372	\$ 46,045.00	\$ 940.00	\$ 3,000.00
Contract Total:			\$ 49,985.00	

(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 25 Field Observation Days (contractor working days in reasonable succession) for construction & includes one (1) pre-construction meeting, 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.

8.30 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.

8.37 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.



T. Scott Creech, P.E.

Approved by: Timothy J. Hartnett

Printed/Typed Name: Timothy J. Hartnett

Vice President/Practice Leader of

Title: Governmental Services - Midwest Date: 9/10/2021

Village of Hinsdale

Accepted by: _____

Printed/Typed Name: _____

Title: _____ Date: _____

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REQUEST FOR BOARD ACTION
Public Services & Engineering

AGENDA SECTION: Second Read - ACA

SUBJECT: Bid #1681 – Irma Butler Tot Lot Playground Renovation

MEETING DATE: October 5, 2021

FROM: John Finnell, Superintendent of Parks & Forestry
Heather Bereckis, Superintendent of Parks and Recreation

Recommended Motion

Approve the award of Bid #1681 to George's Landscape for the Irma Butler Tot Lot rebuild not to exceed the contract cost of \$169,854.50.

Background

On September 7, 2021, Staff solicited sealed bids for removing and replacing the playground at the Irma Butler Tot Lot located in the southwest corner of Robbins Park. The bid package included a base bid as well as 3 alternatives: Alternate A - playground turf surface, Alternate B - ornamental fencing and Alternate C - replacing the existing park shelter. The bid package was advertised in the Daily Herald on August 22, 2021. The bid opening was held on Tuesday, September 7, 2021 and the Village received seven (8) competitive bids. The bid from E Hoffman was incomplete and the company asked to withdraw the bid, resulting in (7) bids.

Discussion & Recommendation

The Parks and Recreation Commission reviewed the scope of the project at their July 20, 2021 meeting and recommended proceeding with the playground improvements. Based upon the unit pricing received (Attachment #1), staff recommends George's Landscape for the Irma Butler Tot Lot project. George's Landscape will complete the base project as well as the alternate turf surface (Alternate A) and replacing the park shelter (Alternate C). The Village's consultant, Design Perspective Inc. has worked with this company and is confident that the work will be done to the Village's satisfaction (Attachment #2).

Budget Impact

Included in the proposed Calendar Year 2021 budget is \$175,000 in the Capital Fund (6300-7911) for playground rebuild. Design Perspectives was contracted to develop bid documents, manage the bidding process and oversee the removal and replacement of the playground for \$8,000. The bid submitted by George's Landscape at \$169,854.50 is \$1,854.50 over the remaining \$168,000 budget. There are two-line items: Miscellaneous Concrete Curb repair at \$1,220 and Owner Project Allowance at \$5,000 that could be credited to the Village to potentially have the contract amount total below the budgeted amount.

Village Board and/or Committee Action

At their meeting of September 21, the Board agreed to move this item to the Consent Agenda of their next meeting. However, policy prohibits approvals over \$100,000 on the Consent Agenda. Therefore, this item appears before the Board as a second reading.

Documents Attached

1. Irma Butler Tot Lot – Bid Tabulation
2. Design Perspectives Bid Evaluation
3. Irma Butler Tot Lot – Improvements Overview

BID TABULATION SHEET

Project Name:

**2021 Irma Butler Tot Lot Playground Improvements
Village of Hinsdale**

Bid Opening: 10:00 a.m. September 7, 2021

Witness: Tod StantonWitness: John Finnell

Company / Contractor	Bid Bond	Irma Butler Tot Lot Playground Base Bid	Irma Butler Tot Lot Playground-Alternate A-Playground Turf Safety Surface	Irma Butler Tot Lot Playground-Alternate B-Ornamental Fence & Gates	Irma Butler Tot Lot Playground-Alternate C-Park Shelter	Irma Butler Tot Lot Playground Total Bid
Clauss Brothers	Y	\$186,674.50	\$1,311.00	\$35,361.00	\$25,263.00	\$248,609.50
E. Hoffman	Y	\$112,575.00	-\$7,125.00	\$35,275.00	\$20,000.00	\$157,725.00
George's Landscaping	Y	\$149,000.00	\$1,852.50	\$32,405.00	\$19,002.00	\$202,259.50
Great Lakes Landscaping Co	Y	\$180,099.00	-\$7,125.00	\$31,715.00	\$25,583.00	\$230,272.00
Hacienda Landscaping	Y	\$172,650.00	\$8,550.00	\$35,580.00	\$19,900.00	\$236,680.00
Innovation Landscape	Y	\$175,394.40	-\$3,562.50	\$34,818.00	\$20,806.25	\$227,456.15
Landworks	Y	\$186,456.00	\$1,498.00	\$32,320.00	\$19,750.00	\$240,024.00



MEMO

To: Mr. George Peluso,
Director of Public Services & Engineering
Village of Hinsdale

From: Tod Stanton, President

Date: September 8, 2021

RE: Bid Evaluation for 2021 Irma Butler Tot Lot Playground Improvements

George,

We are pleased to prepare this brief memo outlining our thoughts regarding the recent bid opening for this project that was held on Tuesday September 7, 2021 at 10:00 am. A total of seven bids were received and opened. The bidding documents included three potential alternates. The base bid for the tot lot playground project ranged in price from the low of \$112,575.00 to a high of \$186,674.50. The selection of the add alternates is at the discretion of the Village and it is our understanding that two of the three are being accepted based on the current discussion. They included the following:

- Add Alternate A-Playground Turf Safety Surface
- Add Alternate C- Park Shelter

The apparent low bidder based on the base bid plus the accepted add alternates was E. Hoffman at a total construction cost of \$125,450.00. The next bidder was George's Landscaping at a total construction cost of \$169,854.50.

E. Hoffman submitted a short letter dated September 8, 2021 requesting to withdraw their bid. The bid that was submitted contained an error in the cost of the furnishing and installation of the specified playground. I have attached the letter to this memo. It is my recommendation to accept E. Hoffman's request to withdraw their bid and award the contract to George's Landscaping.

We have performed many park and playground projects with George's Landscaping. They are well qualified to perform the work. They are a local 150 union shop and have no DOL related issues.

The bid tabulation data has been provided to Village staff directly after the bid opening and can be included as supplemental information if needed.

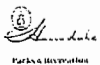
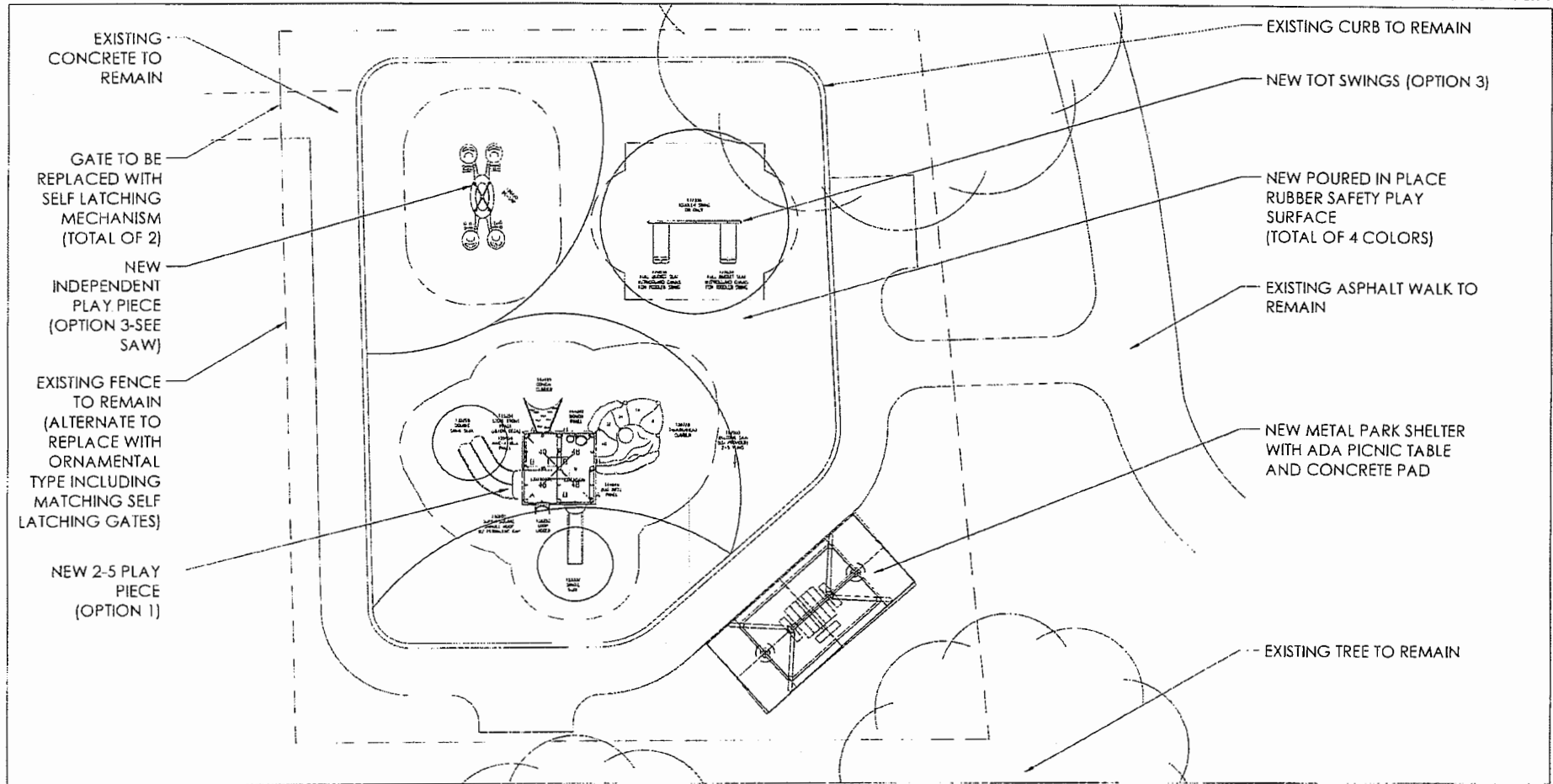
Therefore, we recommend that the Village award the 2021 Irma Butler Tot Lot Playground Improvements to George's Landscaping, Inc. for a not to exceed contract cost of \$169,854.50 which will include the base bid plus Alternate A - Playground Turf Safety Surface and Alternate C-Park Shelter.

Please contact me with any questions.

Tod

Irma Butler Tot Lot Playground Improvements

Site Plan



Prepared for:
Village of Hinsdale

DP
Design Perspectives, Inc.
Bounded in Creativity
1167 Hobson Mill Drive
Naperville, Illinois 60540
www.designperspectives.net

July 2021
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SCALE: 1" = 10'
N

REQUEST FOR BOARD ACTION
Finance

AGENDA SECTION: Second Reading – ACA

SUBJECT: 2022-2026 Capital Improvement Plan

MEETING DATE: October 5, 2021

FROM: Andrea Lamberg, Finance Director

Recommended Motion

Approve the 2022-2026 Capital Improvement Plan.

Background

On September 17, 2021 the draft 2022-2026 Capital Improvement Plan (CIP) was distributed to the Village Board and Finance Commission. On September 21, 2021 the draft document was reviewed at a Committee of the Whole meeting.

Discussion & Recommendation

No changes were proposed to the draft document at, or after, the Committee meeting.

Budget Impact

The CIP will form the foundation for the capital outlay items that will be included in the 2022 budget proposal. As a reminder, for those items in the CIP specific Village Board spending authorization is still required for all items that exceed \$20,000.

Village Board and/or Committee Action

On September 21, 2021 the draft document was reviewed in detail at a Committee of the Whole meeting, which satisfies the first reading requirement.

Documents Attached

The CIP document was previously provided to the Board, and can be found on the Village website.

TO: President Cauley and the Board of Trustees
FROM: Dan Deeter, PE
DATE: October 5, 2021
RE: Engineering September 2021 Monthly Report
Executive Summary

- **2021 Infrastructure Improvement Projects**

- 2021 Watermain (WM) Project Phase 2
 - 03/15/21 – Construction started
 - Early July 2021 – Substantially complete. 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 started (60-working day duration) with curb & gutter replacement.
 - 09/30/21 – 10/01/21 – Grind 2-inches of asphalt surface
 - 10/04 – 13/21 – Adjust manhole structures, apply asphalt leveling course
 - Week of 10/13/21 – Apply surface pavement
- 2021 Eighth St. Reconstruction
 - 06/07/21 – Construction started
 - Underground utility work complete (water mains and sewer laterals)
 - Pavement demolition & excavation complete
 - Existing sub-grade soil stabilization complete
 - Concrete curb & gutter and 3-inch asphalt binder course has been paved.
 - The contractor is adjusting manholes and will then apply the 2-inch asphalt surface course in early October.
- 2021 Maintenance Project
 - August – Pavement resurfacing was completed.
 - September – Parkway sod installation is completed.

TO: President Cauley and the Board of Trustees
FROM: Dan Deeter, PE
DATE: October 5, 2021
RE: Engineering September 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 72 construction site inspections or drainage complaint inspections in September.

Per Hinsdale's combined sewer overflow (CSO) permit #IL0066818, Staff submitted four reports to the Illinois Environmental Protection Agency (IEPA) in September. This represents one monthly Discharge Monitoring Report for each of the Village's four CSOs.

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 – Substantially complete.
- 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 with concrete curb & gutter, sidewalk, and driveway/alley apron replacement
- 09/30/21 – Grind 2-inches of asphalt surface
- 09/30/21 – 10/01/21 – Grind 2-inches of asphalt surface
- 10/04 – 13/21 – Adjust manhole structures, apply asphalt leveling course
- Week of 10/13/21 – Apply surface pavement

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 following shows the completed activities and the schedule at this time (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.
- 08/10 – 20/21 – Contractor delayed by Nicor crews lowering gas service lines.
- 08/23-27/21 – Sub-grade soil stabilization
- 08/26/21 – Contractor begins to add stone base.
- September – The contractor
 - Formed the concrete curb & gutter,
 - paved the 3-inch asphalt binder course,
 - restored concrete, asphalt, and paver driveways,
 - adjusted MH structures to final grade, and
 - began parkway restoration.
- The week of 10/05/21 – Pave the 2-inch asphalt surface course.

2021 Maintenance Project +/-1.2-miles of streets and the Robbins parking lot @8th St. The contractor, Builders Asphalt Paving, completed asphalt resurfacing in August and parkway restoration in 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:

Company	Location	Description	Approval Status	Approval Date
AT&T	Various Streets	Maintenance of eight existing small cell locations	Approved	09/23/21
Crown Castle	York Rd., The Lane, N. Garfield St., Maple St., S. Lincoln St.	Install conduit & fiber optic cable for governmental user	Approved	06/15/21
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	03/15/21
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.

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) Additional \$341,820 awarded at 03/25/21 DMMC meeting	70% SPT match 30% local match	\$ 906,720
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				<u>\$ 25,623,754</u>

**Village of Hinsdale
Grant Applications Under Consideration**

Source	Program	Purpose	Status	Amount
Total				<u>\$ -</u>

Spare Veeck Park Monitoring Site
Hinsdale, Illinois

Date	Overflow Ht. Above Weir (feet)	Precipitation (inches of water)
09/01/21		
09/02/21		
09/03/21		0.01
09/04/21		
09/05/21		
09/06/21		
09/07/21		
09/08/21		
09/09/21		
09/10/21		
09/11/21		
09/12/21		
09/13/21		
09/14/21		
09/15/21		
09/16/21		
09/17/21		0.24
09/18/21		
09/19/21		
09/20/21		0.01
09/21/21		0.30
09/22/21		0.28
09/23/21		
09/24/21		0.09
09/25/21		
09/26/21		
09/27/21		
09/28/21		
09/29/21		
09/30/21		

		YTD
Total Precipitation	0.93	20.06
Departure from Normal:	-2.28	-7.07
	29%	74%

Notes:

1. Rain data from USGS station at 22d Street & Salt Creek.

Change Order Field Record

Change Request No.	Date	Pay Item	Description and Reason for Change	Status	Estimated Cost		Submitted Cost		Change Order No.	Board Approval Date
					Addition	Deduction	Addition	Deduction		
1	03/18/21	Valve Vault, Type A, 4'-Diameter vs. 5'-Diameter	Underground utility conflicts have limited the available area to install the water main and associated fittings. To fit into the available space, John Neri must use an "anchor tee" fitting which is a combined "tee" connection & valve, rather than separate items. The difference in the cost of the fittings is minimal. However, the anchor tee requires a 5-foot vault vs. the planned 4-foot vault.	In Process			\$ 46,800.00	\$ 44,250.00		
2	03/26/21	Time & Materials	Repair of a water main break at the intersection of Grant & Chicago. The broken water main was not identified on the Village plans.	Complete			\$ 2,297.98			
3	04/06/21	Time & Materials	Repair of a water main break at the intersection of Clay & Chicago. The north-south water main was not accurately located on the plans or Village atlas, which caused the contractor to prematurely hit it.	Complete			\$ 1,723.28			
4	04/07/21	Time & Materials	The existing water service for 24 W. Chicago was encased in concrete due to an abandoned building foundation that extended into the street. The crew had to demolish the old concrete before replacing the water service.	Complete			\$ 2,170.10			
5	04/27/21	Line Stop	Changes in the watermain connections on site at Madison Street required a 4" line stop versus an 6" line stop called out on the plans.	Complete			\$ 5,650.00	\$ 6,000.00		
6	05/04/21	Catch Basin, Type C	Replace an existing collapsed catch basin.	Complete			\$ 2,100.00			
7	05/21/21	Fire Hydrant Risers	Add riser extensions to four fire hydrant installation because the hydrant's feed pipe had to be installed deeper than planned to avoid underground obstacles	Complete			\$ 5,500.00			
12	07/08/21	Sewer cleaning	Potential sewer cleaning to allow checks of sanitary services after construction.	Complete			\$ 450.00			
13	07/08/21	Time & Materials	The water service at 513 W Chicago was exceptionally deep. This caused increased time and materials to identify and re-connect the water service to the new water main.	Complete			\$ 2,241.29			
14	09/07/21		Final Invoice line item quantities.	Complete				\$ 88,040.92		

Subtotal

\$ - \$ - \$ 68,932.65 \$ 138,290.92

Total

\$ (69,358.27) Addition

Contractor Bid	1,721,900.00
Updated Cost	1,652,541.73
Updated Cost(%)	96.0%

2021 10 05 Change Order Update

Change Order Field Record

[illegible]

Subtotal	
Total	

\$ 9,950.00	\$ -	\$ -	\$ -
	\$ 9,950.00	Addition	

Contractor Bid	652,000.00
Updated Cost	661,950.00
Updated Cost(%)	101.5%



MEMORANDUM

DATE: October 5, 2021

TO: President Cauley and the Village Board of Trustees

CC: Kathleen A Gargano, Village Manager

FROM: Heather Bereckis, Superintendent of Parks & Recreation

RE: September Staff Report

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

The Lodge at KLM Park

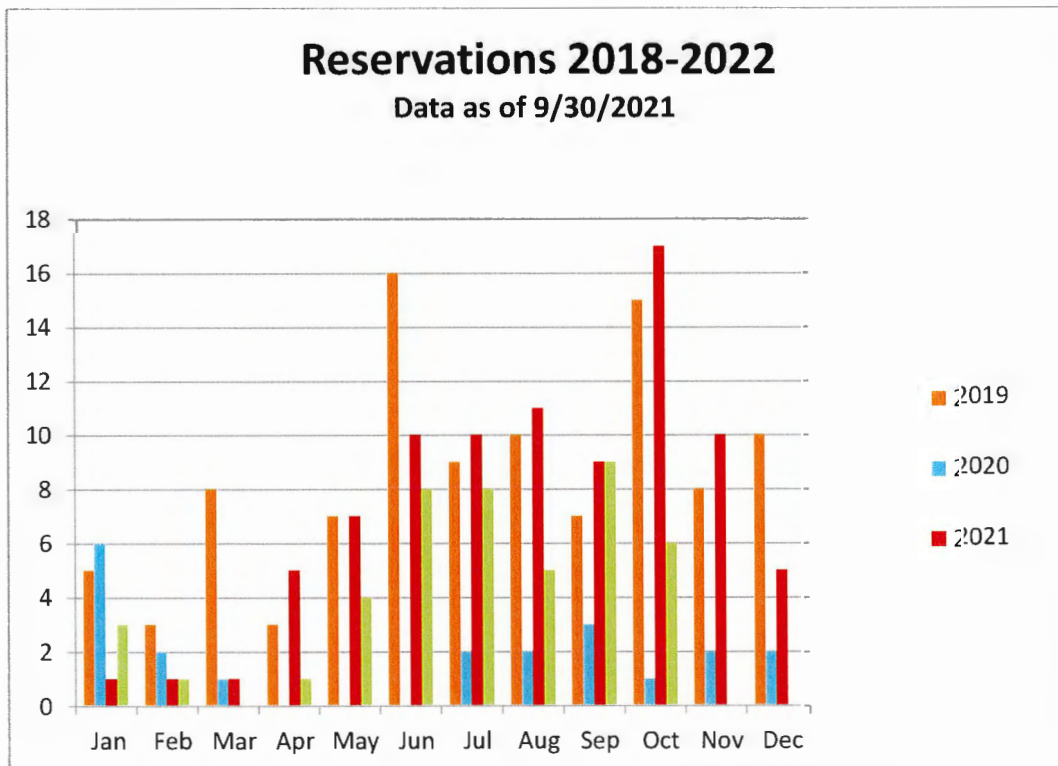
Preliminary gross rental and catering revenue for the calendar year-to-date is \$115,855. Rental revenue for the ninth month of the 2021 calendar year was \$14,742. The late summer and fall months at the Lodge are fully booked on weekends. Staff is working to secure weekday rentals, and most recently rented the kitchen to a caterer that lost their kitchen space during the pandemic. The caterer will be using the kitchen space during the week while staff is onsite through the end of the year.

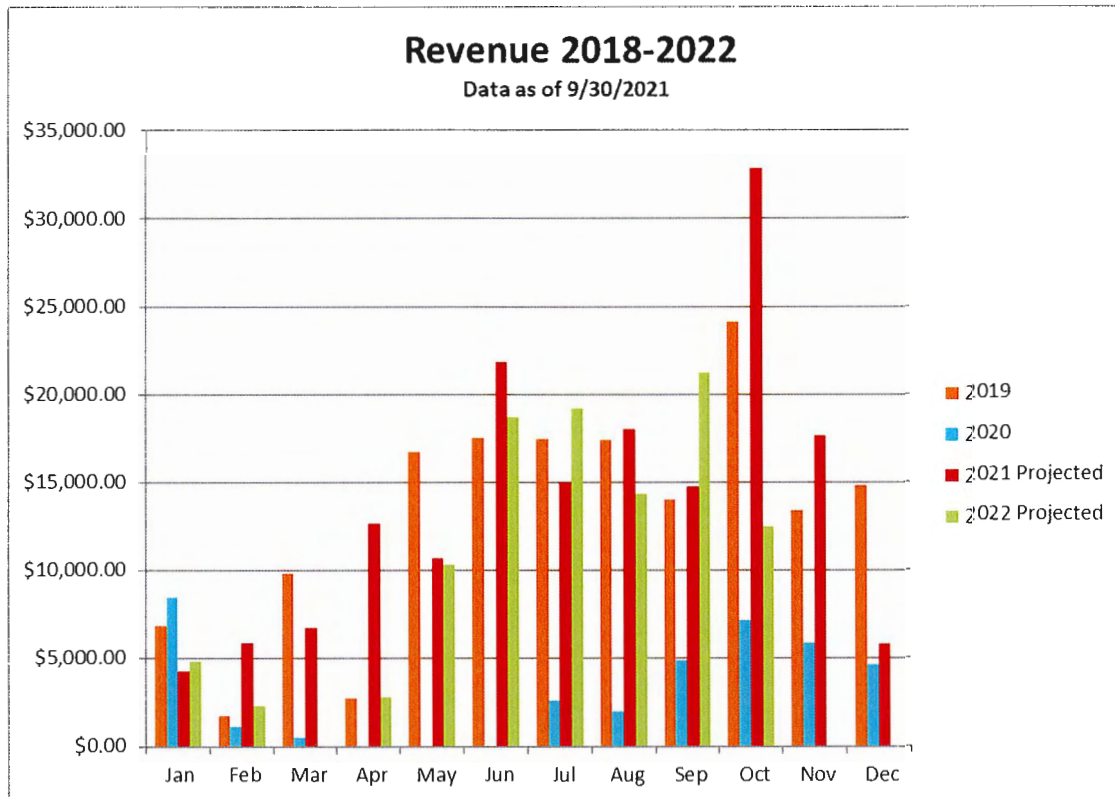
REVENUES	September		YTD		Change Over the Prior year	2021 Annual Budget	CY 21 % of budget	CY 2020 Annual Budget	CY 20 % of budget
	Prior Year	Current Year	Prior Year	Current Year					
The Lodge Rentals	\$3,600	\$14,742	\$18,300	\$109,730	\$91,430	\$145,000	76%	\$150,000	12%
Caterer's Licenses	\$0	\$0	\$2,839	\$6,125	\$3,286	\$15,000	41%	\$15,000	19%
Total Revenues	\$3,600	\$14,742	\$21,139	\$115,855	\$94,716	\$160,000	72%	\$165,000	13%
EXPENSES	August		YTD		Change Over the Prior year	2021 Annual Budget	CY 21 % of budget	CY 2020 Annual Budget	CY 20 % of budget
	Prior Year	Current Year	Prior Year	Current Year					
Total Expenses	\$8,069	\$6,975	\$79,031	\$99,821	\$20,790	\$151,000	66%	\$236,243	33%
Net	(\$4,469)	\$7,767	(\$57,892)	\$16,034	\$73,926				

MEMORANDUM

The Lodge Gross Monthly Revenues					
Month	2017 CY	2018 CY	2019 CY	2020 CY	2021 CY
January	\$ 4,624	\$ 18,089	\$ 6,855	\$ 8,475	\$ 4,250
February	\$ 4,550	\$ 2,495	\$ 1,725	\$ 1,100	\$ 5,880
March	\$ 5,944	\$ 8,045	\$ 9,804	\$ 500	\$ 6,720
April	\$ 4,300	\$ 7,482	\$ 2,700	\$ -	\$ 12,655
May	\$ 9,725	\$ 13,675	\$ 16,744	\$ -	\$ 10,675
June	\$ 12,495	\$ 23,045	\$ 17,494	\$ -	\$ 21,825
July	\$ 15,000	\$ 16,874	\$ 17,466	\$ 2,625	\$ 15,000
August	\$ 18,555	\$ 15,205	\$ 17,395	\$ 2,000	\$ 17,983
September	\$ 15,410	\$ 27,860	\$ 13,980	\$ 3,600	\$ 14,742
October	\$ 15,180	\$ 12,770	\$ 24,085	\$ 8,400	
November	\$ 12,500	\$ 13,450	\$ 13,365	\$ 5,880	
December	\$ 8,125	\$ 9,125	\$ 11,975	\$ 10,615	
total	\$ 126,408	\$ 168,115	\$ 153,588	\$ 43,195	\$ 109,730

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





Upcoming Brochure & Events

Staff is working to compile the winter/spring brochure. The fall brochure went live online on July 26, with hard copies delivered in early August. Registration began on August 2. Staff is seeing an increase in event registrations over previous years, including a waitlist for Breakfast with Santa of over 50 people, prompting staff to add a second event called Pizza with Santa the evening before. Due to changes made by Metra, the Holiday Express event will not be offered again this year. Instead, staff has created a Holiday Sleigh Ride through KLM Park with stops to do crafts, drink cocoa and eat cookies, meet reindeer, and have professional photos taken with Santa & Mrs. Claus.

Special Events

Upcoming events include:

- Fall Park Clean-Up Day.....Thursday October 7, 4pm @ multiple parks
- Hinsdale Fall Family Festival..... Saturday October 16, 11am @ Robbins Park
- Hinsdale Turkey Trail.....November, throughout town
- Decorate the Holiday Trees.....Submissions due by November 30
- Pizza with Santa..... Friday December 3, 5:30pm @ The Lodge at KLM Park
- Breakfast with Santa.....Saturday December 4, 9am @ The Lodge at KLM Park
- Hinsdale's Winter Wonderland.....Sunday, December 5, 9am-1pm @ KLM Park
- Santa's Mailbox.... December 1-15, @ Village Hall

MEMORANDUM

Field & Park Updates

Fields

Staff is still adding last minute fall field rentals. Fall users will include: AYSO soccer, Falcon football, The Community House flag football, St. Isaac's football, lacrosse groups, fall baseball, and recreational and travel soccer groups. Fall field rentals will run from late August through late November.

Parks

Burns Field Park has a new SaveStation with AED installed. This was a donation from the Just1Mike foundation in honor of Michael Brindley. A dedication and ribbon cutting ceremony were held on September 21, 5:30pm at the park. ABC 7 covered the event, and aired it during the 10pm news hour.

Pool

A detailed pool report will be presented at the November P&R Commission meeting.

As of End of Season	FINAL 2019 Pass Revenue				FINAL 2021 Pass Revenue			
	New Passes	Renew Passes	Total	Revenue	New Passes	Renew Passes	Total	Revenue
Resident								
Nanny + Nanny Super	46	32	78	\$4,440	48	10	58	\$3,480
Family Primary	101	172	273	\$80,415	188	92	280	\$83,112
Family Secondary	336	610	946		563	341	904	
Individual	7	7	14	\$1,855	7	4	11	\$1,360
Senior Pass	12	23	35	\$2,720	20	18	38	\$2,960
Family Super	78	19	97	\$4,850			0	
Resident Total	580	863	1443	\$94,280	826	465	1291	\$90,912
Neighborhood								
Neighbor Family	70	60	130	\$48,020	118	49	167	\$61,705
Neighborhood Individual	3	1	4	\$1,020	6	2	8	\$1,920
Neighbor Add'l	239	207	446		395	185	580	
Neighborhood Total	312	268	580	\$49,040	519	236	755	\$63,625
Non-Resident								
Non Resident Family	0	1	1	\$515	10		10	\$5,075
Non Resident Family Secondary	6	4	10		40		40	
Non Resident Individual	1	0	1	\$285	6		6	\$1,635
Non Resident Senior	6	7	13	\$2,015	10	2	12	\$1,860
Non Resident Nanny	19	10	29	\$2,520	22	5	27	\$2,340
Non-resident Total	32	22	54	\$5,335	88	7	95	\$10,910
10-Visit	261		261	\$20,738	302		302	\$24,048
TOTAL			2338	\$169,393				\$189,495

Daily Fee Revenue							
	2015	2016	2017	2018	2019	2020	2021
May	\$935	\$3,742	\$2,129	\$ 7,567.00	\$ 901.00		\$ 284.00
June	\$10,959	\$16,036	\$14,910	\$ 17,607.00	\$ 10,644.00		\$ 15,590.00
July	\$18,970	\$17,702	\$19,640	\$ 18,371.00	\$ 33,793.00		\$ 32,049.00
August	\$14,037	\$12,424	\$7,959	\$ 18,106.00	\$ 14,298.00		\$ 37,795.00
Sept	\$3,078	\$9,740	\$1,331	\$ 2,374.00	\$ 1,300.00		\$ 3,575.00
Total	\$47,979	\$59,644	\$45,969	\$ 64,025.00	\$ 60,936.00	\$ 78,450.00	\$ 89,293.00