



MEETING AGENDA

**SPECIAL MEETING OF THE
VILLAGE BOARD OF TRUSTEES
Monday, December 11, 2017
7:30 P.M.
MEMORIAL HALL – MEMORIAL BUILDING
(Tentative & Subject to Change)**

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. APPROVAL OF MINUTES**
 - a) Regular Meeting of November 21, 2017
- 4. CITIZENS' PETITIONS** (Pertaining to items appearing on this agenda)*
- 5. APPOINTMENTS TO BOARDS & COMMISSIONS**
- 6. VILLAGE PRESIDENT'S REPORT**
- 7. FIRST READINGS - INTRODUCTION**

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

Administration & Community Affairs (Chair Hughes)

- a) Approve a Resolution Adopting a Policy Prohibiting Sexual Harassment for the Village of Hinsdale
- b) Approve a First Amendment to the Land Rover Hinsdale, LLC Economic Development and Sales Tax Revenue Sharing Agreement
- c) Approve an Intergovernmental Agreement (IGA) between the Village of Hinsdale and the Hinsdale Public Library regarding License of Premises and Sharing of Expenses

Environment & Public Services (Chair Byrnes)

- d) Waive the formal bidding process and award the proposal for the scheduled SCADA System upgrades to Automatic Systems Company in an amount not to exceed \$78,296
- e) Waive the competitive bidding requirement in favor of the National Joint Powers Alliance (NJPA) Purchasing Agreement with Atlas Bobcat and approve the purchase of a new mini excavator not to exceed \$49,878
- f) Approve an Ordinance Amending Section 6-12-4 of the Village Code of Hinsdale to allow for installation of Yield Signs for East & West Seventh Street at Bruner

Zoning & Public Safety (Chair Stifflear)

- g) Approve a Referral to Plan Commission for review and consideration of a Map Amendment and concurrent Plat of Subdivision at 540 W. Ogden Avenue, to subdivide and rezone approximately 1.85 acres to an O-2 Limited Office District lot and subdivide approximately 2.15 acres into six R-4 Single Family District lots

8. CONSENT AGENDA

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

Administration & Community Affairs (Chair Hughes)

- a) Approval and payment of the accounts payable for the period of November 22, 2017 to December 11, 2017, in the aggregate amount of \$2,652,953.34 as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk***
- b) Approve an agreement with W-T Engineering Services to review the proposed Illinois State Toll Highway Authority (Tollway) design and the development of an alternate design at an hourly rate of \$200 plus expenses (*First Reading – November 21, 2017*)

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 on the Non-Consent Agenda that have not had the benefit of a First Reading due to emergency nature or time sensitivity.*****

Administration & Community Affairs (Chair Hughes)

- a) Approve an Ordinance Levying Taxes for Corporate Purposes for the Fiscal Year of the Village of Hinsdale, Illinois Commencing on May 1, 2017 and Ending on April 30, 2018 in the aggregate amount of \$12,090,836 (*First Reading – November 21, 2017*)
- b) Approve a Resolution abating the tax hereto levied for the year 2017 to pay the principal of and interest on \$3,500,000 General Obligation Bonds (Waterworks and Sewerage System Alternate Revenue Source), Series 2008C, of the Village of Hinsdale, DuPage and Cook Counties, Illinois (*First Reading – November 21, 2017*)
- c) Approve a Resolution abating the tax hereto levied for the year 2017 to pay the principal of and interest on \$5,000,000 General Obligation Bonds (Alternate Revenue Source), Series 2012A, of the Village of Hinsdale, DuPage and Cook Counties, Illinois (*First Reading – November 21, 2017*)
- d) Approve a Resolution abating the tax hereto levied for the year 2017 to pay the principal of and interest on \$2,710,000 General Obligation Refunding Bonds (Library Fund Tax Alternate Revenue Source), Series 2013A, of the Village of Hinsdale, DuPage and Cook Counties, Illinois (*First Reading – November 21, 2017*)
- e) Approve a Resolution abating the tax hereto levied for the year 2017 to pay the principal of and interest on \$2,025,000 General Obligation Bonds (Waterworks and Sewerage System Alternate Revenue Source), Series 2014A, of the Village of Hinsdale, DuPage and Cook Counties, Illinois (*First Reading – November 21, 2017*)
- f) Approve a Resolution abating the tax hereto levied for the year 2017 to pay the principal of and interest on \$5,000,000 General Obligation Bonds (Alternate Revenue Source),

Series 2014B, of the Village of Hinsdale, DuPage and Cook Counties, Illinois (*First Reading – November 21, 2017*)

- g) Approve a Resolution abating the tax hereto levied for the year 2017 to pay the principal of and interest on \$9,775,000 General Obligation Bonds (Alternate Revenue Source), Series 2017A, of the Village of Hinsdale, DuPage and Cook Counties, Illinois (*First Reading – November 21, 2017*)
- h) Approve an Ordinance Levying Taxes for Special Service Area (SSA) Number 9 for the amount of \$5,155 (*First Reading – November 21, 2017*)

Environment & Public Services (Chair Byrnes)

- i) Approve a Resolution Approving the 2018 South Street Program Engineering Design Contract Change Order Number 2 in an amount not to exceed \$78,125 to GSG Consultants, Inc.****

Zoning & Public Safety (Chair Stifflear)

- j) Approve an Ordinance Approving a Detailed Plan for a Planned Development, Associated Waivers and Variations, and other Related Documents, and Approving and Authorizing Execution of a Redevelopment Agreement – Hinsdale Meadows (Southeast Corner of 55th Street and County Line Road) – Edward R. James Partners, LLC; and
- k) Approve an Ordinance Approving a Plat of Subdivision - Hinsdale Meadows (Southeast Corner of 55th Street and County Line Road) (*First Reading – November 21, 2017*)

10. DISCUSSION ITEMS

- a) Update on proposed I-294 Tollway expansion

11. DEPARTMENT AND STAFF REPORTS

- a) Fire
- b) Parks & Recreation
- c) Economic Development
- d) Community Development
- e) Public Services
- f) Police

12. REPORTS FROM ADVISORY BOARDS AND COMMISSIONS

13. OTHER BUSINESS

14. NEW BUSINESS

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

16. TRUSTEE COMMENTS

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

18. 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.

******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 and have a total dollar amount of less than \$500,000.***

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

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

Website <http://villageofhinsdale.org>

**VILLAGE OF HINSDALE
VILLAGE BOARD OF TRUSTEES
MINUTES OF THE MEETING
November 21, 2017**

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, November 21, 2017 at 7:30 p.m., roll call was taken.

Present: President Tom Cauley and Trustees Christopher Elder, Michael Ripani, Luke Stifflear, Gerald J. Hughes, Matt Posthuma and Neale Byrnes

Absent: None

Also Present: Village Manager Kathleen A. Gargano, Assistant Village Manager/Finance Director Darrell Langlois, Assistant Village Manager/Director of Public Safety Brad Bloom, Village Attorney Michael Marrs, Police Chief Brian King, Fire Chief John Giannelli, Director of Community Development/Building Commissioner Robb McGinnis, Director of Public Services George Peluso, Village Engineer Dan Deeter, Village Planner Chan Yu, Administration Manager Emily Wagner, Management Analyst Jean Bueche and Village Clerk Christine Bruton

PLEDGE OF ALLEGIANCE

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

APPROVAL OF MINUTES

a) **Regular Meeting of November 7, 2017**

Following suggested changes to the draft minutes, Trustee Hughes moved **to approve the draft minutes from the Regular Meeting of November 7, 2017, as amended.** Trustee Elder seconded the motion.

AYES: Trustees Elder, Ripani, Stifflear, Hughes, Posthuma and Byrnes

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

CITIZENS' PETITIONS

None.

VILLAGE PRESIDENT'S REPORT

President Cauley reported regarding the Tollway Authority's plan to widen I-294 stating the Village has been waiting for a design plan for some time, and hope to have this information by early next year. He assured residents that the Village remains committed to protecting their interests against the potential impact this project may have on our community. He commented that the need for the \$4 billion expansion of I-294 has not been appropriately researched; in fact, the proposal is based on a current problem that occurs four hours a day during the morning and evening rush hours. The plan is a guess for future transportation needs. The State of Illinois is in financial crisis and he believes there could be a better use of the money.

Given that the Tollway Authority is determined to widen I-294, the Village wants to ensure the least amount of damage and disruption to Hinsdale. Three things were made clear to the Tollway Authority; do not move the sound walls in Hinsdale or Western Springs; preserve the revenue stream from the Oasis; and preserve or improve the sound levels from the expanded tollway. Item 6i, on our agenda tonight, is an agreement with W-T Engineering Services. The Village has proactively hired their own engineering firm to design a plan that will accommodate the Tollway's proposed plan that complies to all laws and best practices for lane width. Our engineer designed two plans that do not move the sound walls; one is six regular lanes and the other is five lanes and a flex lane for buses and emergency vehicles. Village Manager Kathleen A. Gargano, Assistant Village Manager Brad Bloom and President Cauley met with Mr. Bob Schillerstrom, Tollway Board Chairman, and gave him a PowerPoint presentation showing him the tollway can be expanded to six lanes without moving the sound walls in either Hinsdale or Western Springs. The engineer's detailed drawings were also made available to Tollway Authority engineers for their review. The Tollway's response will determine if we have a fight on our hands or not. The Board is committed to do everything possible to ensure the expansion of the tollway does not encroach on Hinsdale homes and parks.

FIRST READINGS - INTRODUCTION

Administration & Community Affairs (Chair Hughes)

- a) Approve an Ordinance Levying Taxes for Corporate Purposes for the Fiscal Year of the Village of Hinsdale, Illinois Commencing on May 1, 2017 and Ending on April 30, 2018 in the aggregate amount of \$12,090,836**

Trustee Hughes explained that Items A through H relate to the annual process levying taxes and abating the taxes for specific purposes; specifically bonds and Special Service Area #9 (SSA). Assistant Village Manager/Finance Director Darrell Langlois noted the Village has two active SSA's, however, the taxes have already been levied on SSA #13 for the Woodlands. Mr. Langlois explained that the public library levy amount is still tentative, but they will consider this within the next day or two

The Board agreed to move these items forward for a second read.

- b) Approve a Resolution abating the tax hereto levied for the year 2017 to pay the principal of and interest on \$3,500,000 General Obligation Bonds (Waterworks and Sewerage System Alternate Revenue Source), Series 2008C, of the Village of Hinsdale, DuPage and Cook Counties, Illinois**
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- d) **Approve a Resolution abating the tax hereto levied for the year 2017 to pay the principal of and interest on \$2,710,000 General Obligation Refunding Bonds (Library Fund Tax Alternate Revenue Source), Series 2013A, of the Village of Hinsdale, DuPage and Cook Counties, Illinois**
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- f) **Approve a Resolution abating the tax hereto levied for the year 2017 to pay the principal of and interest on \$5,000,000 General Obligation Bonds (Alternate Revenue Source), Series 2014B, of the Village of Hinsdale, DuPage and Cook Counties, Illinois**
- g) **Approve a Resolution abating the tax hereto levied for the year 2017 to pay the principal of and interest on \$9,775,000 General Obligation Bonds (Alternate Revenue Source), Series 2017A, of the Village of Hinsdale, DuPage and Cook Counties, Illinois**
- h) **Approve an Ordinance Levying Taxes for Special Service Area (SSA) Number 9 for the amount of \$5,155**
- i) **Approve an agreement with W-T Engineering Services to review the proposed Illinois State Toll Highway Authority (Tollway) design and the development of an alternate design at an hourly rate of \$200 plus expenses**

Trustee Hughes introduced the item and noted that President Cauley had summarized this item earlier in his remarks. He noted that the cost of the engineering services has exceeded the Village Manager's authority to approve, and therefore requires Board approval.

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

- j) **Approve Authorizing the Village Manager to negotiate the terms of an agreement with Wight Construction Services to Perform Construction and Construction Management services for a parking deck, with terms subject to the approval of the Village Board of Trustees**

Trustee Hughes explained this item relates to construction management services for the parking deck, and is about getting the right arrangement and quality of counsel and assistance for the Village. The Village realizes the complexity of the project; there are a lot of numbers involved and how things are categorized drives cost sharing. This is not about the lowest cost option, but rather the quality and nature of relationships.

Trustee Byrnes explained that as we moved further along with the project its significance became apparent. It is important to the Board, to residents, the school and the business community; and it is in the best interest of the Village to contract directly with a firm who specializes in parking deck construction. Mr. John Doherty, the Village's owners representative on this project, helped evaluate firms and develop costs for construction and construction management services. After consideration in terms of cost control, accountability, and responsiveness to the Village, Wight Construction Services seemed like they offered best overall service. It was noted that construction services are considered professional services, and a Request for Proposal (RFP) is not required. President Cauley reiterated parking deck construction is a specialized area. He added the two best companies were interviewed, and now the Village Manager can negotiate the terms of the agreement. Following the negotiation, the matter will come back to the Board for approval. The Board agreed to move this item forward for a second reading.

Zoning & Public Safety (Chair Stifflear)

- k) Approve an Ordinance Approving a Detailed Plan for a Planned Development, Associated Waivers and Variations, and other Related Documents, and Approving and Authorizing Execution of a Redevelopment Agreement – Hinsdale Meadows (Southeast Corner of 55th Street and County Line Road) – Edward R. James Partners, LLC; and**
- l) Approve an Ordinance Approving a Plat of Subdivision - Hinsdale Meadows (Southeast Corner of 55th Street and County Line Road)**

Trustee Stifflear introduced the item stating it pertains to approvals of the detailed plan for the Hinsdale Meadows development. He explained this is the last stage in a long process. He explained that the concept of a Planned Unit Development (PUD) is to provide zoning relief to meet specific needs of the Village and provides tangible benefits versus a strict application of the zoning code. These benefits generally include; delivery of a product in high demand and not otherwise available in the community, more green space and park space, and contribution of a public benefit.

By way of review, Trustee Stifflear explained that in March 2017, the Village Board approved a text amendment to allow a PUD as a special use in single family residential districts. The Board also approved the project concept plan, the first in a three part process. The concept plan specified the project would be age-targeted, would contain 64 total units, there would be no recreational devices in the project and basement bathrooms would be half baths only. The concept plan was approved by a vote of 5-1. The developer then put together a detailed plan that includes specific drawings, landscape and engineering plans and elevations. The Plan Commission, on August 9th and September 13th, reviewed the application, the site plan and plat of subdivision, the landscape plan, engineering and storm water report, building elevations and floor plans, KLM park improvement plans, and the traffic study. They did not opine on the Homeowners Association (HOA) document, the development agreement or the easement agreements which will allow access to RLM. The Village attorney and Trustee Posthuma have reviewed these materials and suggested changes. The developer is asking for other waivers, which the Board will review individually this evening.

Village Attorney Michael Marrs referenced the table of compliance included in the Board materials that shows the differences between R-2 standards, which is the underlying zoning on this property, and what is proposed for the development. One of the purposes of a PUD is to provide zoning flexibility necessary because of the increased density inherent in a PUD, and the ability to grant waivers. In this case, one issue was the existing public improvements on the property from ten years ago when the Sedgwick development was proposed. These were never accepted by the Village, and in some cases installed under engineering standards that have since changed. Of course, the developer was concerned about costs to remove the existing improvements, and the Village was concerned about improvements that were not up to standards, but Mr. Marrs reported that the issues have been resolved, with compromises on both sides. There were extensive discussions about the HOA declarations that apply to the developer and future homeowners. There are specific provisions that cannot be amended without Village approval, to ensure the vision of the Board and their wishes remain in place going forward.

Trustee Stifflear addressed the public benefit aspect of the project and noted there will be two parks created in the development and KLM fields will be leveled, but the largest benefit

is the 42 duplexes or duets with a starting price in the low \$800,000. This will serve and target empty nesters, and provide housing options that currently do not exist.

The Board discussed the following requests for waivers and matters of concern:

1. The applicant is requesting a 25' setback from the street instead of the required 30' for seven buildings on Hanna Lane. These units will back up to 55th Street, and the reduced front yard setback will provide these residences the greatest distance from 55th Street. The Board is concerned that this will crowd the front streetscape and questioned whether empty-nesters will be concerned about an extra five feet in their backyard.

Mr. Jerry James, representing Edward R. James Partners, LLC, explained to the Board that there are some engineering concerns with grade that also drive the request, but stated they would not recommend the 25' foot setback if they thought it would create a corridor effect. There is a lot of street traffic on 55th Street, and five feet will positively impact the noise level for these homes. Additionally, the additional space in the back of the homes will provide the opportunity for supplemental landscaping, giving these residences more privacy both visually and in terms of sound.

It was concluded that the engineers for both parties will review this issue and provide additional information to the Board.

2. The applicant is requesting permission to use trusses for the floors and ceiling versus sawn lumber. It was noted that our code does not allow for trusses, but they can be a less expensive option. Trustee Stifflear explained that in a fire situation, trusses are less safe than sawn lumber, but the applicant will mitigate these risks by installing sprinkler systems. The Board expressed concern that while sprinklers can suppress fires, when they malfunction there is water in the house. Fire Chief John Giannelli said flooding has been an issue with sprinkler systems, but that usually happens because a contractor has incorrectly installed or maintained the system. He discussed fire department response times and the risks of engineered lumber. Chief Giannelli added the sprinkler will put the fire out 80% of the time. The Board agreed that, while they want to keep the cost of these units down, this is a life safety issue. The cost of a sprinkler system is approximately \$12,000, but is in part offset by the cost savings of using trusses. The Board agreed to grant permission to use trusses, but a sprinkler system would be required.
3. The applicant is requesting permission to allow sump pumps to drain directly into the storm water system. Village Engineer Dan Deeter explained that sump pumps are generally a nuisance discharge, but in a rain event they discharge the same water that eventually ends up in the storm water system. He believes that for overall maintenance of the roads, public service operations and icing, it is more convenient to discharge into the storm system to be directly carried away to the detention basin. He explained that best management practices, initiated by DuPage County, recommend a certain size French drain, which is a clean rock system. This system helps restore water into the water table before going into the sewers. However, staff is supportive of the applicant's request, and the Board concurred.
4. Trustee Stifflear began by stating with respect to vinyl or wood windows, the developer has agreed to provide this as a choice to the homebuyer. Mr. James clarified that it would be a choice on the single-family homes only, and vinyl would be used on the duets. He confirmed this is, in part, a cost consideration, as wood windows can be

\$23,000 - \$40,000 more expensive. However, vinyl windows have come a long way, and are more attractive and have better efficiencies than before. He has used vinyl on very expensive properties and has not had any complaints. He added that customers care about total cost, and are more interested in upgraded interior finishes. People are concerned that the window product is durable, energy efficient, and aesthetically attractive. He added that any wood or vinyl window can deteriorate. Trustee Stifflear added that staff is ok with the use of vinyl windows, but local architects were split. Discussion followed. The Board agreed to the use of vinyl windows.

5. Trustee Stifflear reported that upon review, Trustee Posthuma noted a preponderance of front-loaded garages on three duets on Hanna Lane, resulting in 12 garage bays in a row. These are not as aesthetically pleasing as a side-loaded garage. The applicant has provided an alternative plan, turning some of the garages to the side, but these slightly impose on the parks. The Board agreed this was an acceptable alternative. It was noted that Unit 43B was not adjusted because of engineering problems due to the grade of the unit. Mr. James thanked the Board for their input on this issue, and agreed this was a positive change.
6. Trustee Stifflear introduced the matter of fencing on 55th Street, stating that all have agreed that cedar fencing will be used. Mr. James explained that the existing wrought iron fence will be replaced with board on board cedar, and arborvitae will be planted on the outside of the fence. He wants people to see landscaping not hardscaping. The cedar will provide a better sound buffer and sense of privacy than the wrought iron. It was pointed out that the plants will grow to a height of 8-10' feet. Mr. James stated he would like to make the fence 8' feet tall, but will look at a 6' foot option. President Cauley and the Board instructed him to install the 8' foot fence because of improved sound buffering at that height. Regarding fencing on County Line Road, Director of Community Development Robb McGinnis confirmed the plans indicate the existing wrought iron fencing will remain. Discussion followed regarding fabric fencing; Mr. James said this will not be used except on the RML parking lot side and it is the responsibility of the HOA to maintain.
7. Trustee Stifflear said the last item of concern is in regards to the declaration which states that no recreational devices are allowed on any private property. However, the HOA has complete control over the two pocket parks, and the Village has no veto rights. He wants to confirm there is a meeting of the minds that there will be no recreational devices anywhere in the entire 24 acres of property. All were in agreement.

Trustee Byrnes asked about the pricing of the duets. Mr. James stated the opening price will be close as close to \$800,000 as possible. His team is going through specifications to strike a balance between price point and delivering a home, inside and out, that is consistent with the character the Board, Plan Commission and residents are looking for.

President Cauley wanted to confirm the situation as it relates to the infrastructure. There exists infrastructure that is 10 years old; there are differences between what the current code requires and this existing infrastructure, but the Village will take ownership of this infrastructure. Mr. James said this is correct. However, they will televiser all the lines, verify appropriate slopes for drainage, and clear any debris that may be in the lines. They have agreed to a 3" sub-grade of new binder on the roads, but will replace a road whenever it is warranted. These systems will perform to Village standards. He commented on the good

working relationship between his engineer and the Village engineers, but it was confirmed that the decision maker is the Village engineer. He added there are defined standards, but performance is the litmus test. Mr. Marrs added the redevelopment agreement provides that no public developments will be accepted except by resolution of the Board. Mr. McGinnis explained the Village won't accept public improvements until the development is nearly complete.

Mr. James stated his appreciation to the President, Board, staff and Hinsdale community for the privilege of providing this benefit in Hinsdale. He is committed to working with the Board and addressing any concerns moving forward.

Trustee Stifflear asked about a construction schedule, to which Mr. James replied that they have begun some preliminary work including testing and televising lines. They are already fielding calls from interested residents, and hope to be signing contracts by the Superbowl, if not sooner.

The Board agreed to move both Hinsdale Meadows items forward for a second reading at their next meeting.

CONSENT AGENDA

Administration & Community Affairs (Chair Hughes)

- a) Trustee Stifflear moved **Approval and payment of the accounts payable for the period of November 8, 2017 to November 21, 2017, in the aggregate amount of \$2,872,796.73 as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk.** Trustee Elder seconded the motion.

AYES: Trustees Elder, Ripani, Stifflear, Hughes, Posthuma and Byrnes

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

- b) Trustee Hughes moved **Approval of a Recreational License Agreement-Fourth Term Extension with the Hinsdale Platform Tennis Association (HPTA)** *(First Reading – November 7, 2017)*. Trustee Elder seconded the motion.

AYES: Trustees Elder, Ripani, Stifflear, Hughes, Posthuma and Byrnes

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

SECOND READINGS / NON-CONSENT AGENDA - ADOPTION

Zoning & Public Safety (Chair Stifflear)

- a) **Approve a Referral to Plan Commission for Review and Consideration of a Text Amendment to Section 6-106 ('Special Uses'), to allow automobile driving instruction**

as a Special Use in the O-2 Limited Office Zoning District (*First Reading – November 7, 2017*)

- b) **Approve a Referral to Plan Commission for Review and Consideration of a Text Amendment to Section 5-105 ('Special Uses'), to allow automobile driving instruction as a Special Use in the B-1 Community Business Zoning District** (*First Reading – November 7, 2017*)

Trustee Stifflear introduced Items A & B, which are referrals to the Plan Commission for text amendments to allow driving schools in the O-2 and B1 districts. Following a public hearing at the Plan Commission, they will come back to the Board for final approvals. There were no additional questions or concerns from the Board on these matters.

Trustee Elder moved to **Approve a Referral to Plan Commission for Review and Consideration of a Text Amendment to Section 6-106 ('Special Uses'), to allow automobile driving instruction as a Special Use in the O-2 Limited Office Zoning District.** Trustee Stifflear seconded the motion.

AYES: Trustees Elder, Ripani, Stifflear, Hughes, Posthuma and Byrnes

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

Trustee Byrnes moved to **Approve a Referral to Plan Commission for Review and Consideration of a Text Amendment to Section 5-105 ('Special Uses'), to allow automobile driving instruction as a Special Use in the B-1 Community Business Zoning District.** Trustee Elder seconded the motion.

AYES: Trustees Elder, Ripani, Stifflear, Hughes, Posthuma and Byrnes

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

- c) **Approve an Ordinance approving a Site Plan and Exterior Appearance Plan for an exterior addition for Green Goddess Boutique – 52 S. Washington Street** (*First Reading – November 7, 2017*)

Trustee Stifflear introduced the item which is a request for a small exterior addition to the façade of the building. There were no additional questions or concerns from the Board on these matters.

Trustee Elder moved to **Approve an Ordinance approving a Site Plan and Exterior Appearance Plan for an exterior addition for Green Goddess Boutique – 52 S. Washington Street.** Trustee Byrnes seconded the motion.

AYES: Trustees Elder, Ripani, Stifflear, Hughes, Posthuma and Byrnes

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

- d) **Approve an Ordinance approving a Special Use Permit to operate an Animal Humane Society in the IB District and Concurrent Site Plan and Exterior Appearance Plan Approval for an Exterior Addition – Hinsdale Humane Society – 21 Salt Creek Lane (First Reading – November 7, 2017)**

Trustee Stifflear introduced the item which is a special use permit to operate an animal Humane Society in the former Robert Crown Center. There were no additional questions or concerns from the Board on these matters.

Trustee Elder moved to **Approve an Ordinance approving a Special Use Permit to operate an Animal Humane Society in the IB District and Concurrent Site Plan and Exterior Appearance Plan Approval for an Exterior Addition – Hinsdale Humane Society – 21 Salt Creek Lane.** Trustee Ripani seconded the motion.

AYES: Trustees Elder, Ripani, Stifflear, Hughes, Posthuma and Byrnes

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

DISCUSSION ITEMS

- a) **Construction update**

Trustee Byrnes said construction is finalized for this year. He will go over next year's projects with Public Services staff and report in December. The goal is to finish everything next year, if possible.

- b) **Update on proposed I-294 Tollway expansion**

This matter was addressed during the Village President's report.

DEPARTMENT AND STAFF REPORTS

- a) Treasurer's Report
- b) Fire
- c) Public Services
- d) Engineering

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

Administration Manager Emily Wagner reminded residents that because of the Thanksgiving holiday, garbage pickup would be on Friday instead of Thursday. She also mentioned that following Board approval, Class B Restaurants would be allowed to serve alcohol until 11:30 p.m. on the Wednesday before Thanksgiving.

REPORTS FROM ADVISORY BOARDS AND COMMISSIONS

No reports.

OTHER BUSINESS

None.

NEW BUSINESS

None.

CITIZENS' PETITIONS

None.

TRUSTEE COMMENTS

Trustee Hughes commented that the Christmas lights in the Central Business District look great. Director of Public Services George Peluso confirmed that they were turned on a couple days earlier than usual, and that they have received compliments from many business owners. Trustee Hughes commented it would be a good idea to think about formalizing the turning on of lights, but not to do so too early in the season.

ADJOURNMENT

There being no further business before the Board, President Cauley asked for a motion to adjourn. Trustee Elder moved to **adjourn the regularly scheduled meeting of the Hinsdale Village Board of Trustees of November 21, 2017**. Trustee Hughes seconded the motion.

AYES: Trustees Elder, Ripani, Stifflear, Hughes, Posthuma and Byrnes

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

Meeting adjourned at 8:54 p.m.

ATTEST: _____
Christine M. Bruton, Village Clerk



REQUEST FOR BOARD ACTION
Administration

AGENDA SECTION: Village President's Report

SUBJECT: Appointments to Boards and Commissions

MEETING DATE: December 11, 2017

FROM: Christine Bruton, Village Clerk

Recommended Motion

Approve the appointments to Village Boards and Commissions, as recommended by the Village President.

Background

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

Discussion & Recommendation

The following individual has agreed to serve as noted below:

Board of Fire and Police Commissioners

Mr. Scott Banke appointed to a 3-year term through April 30, 2020 to complete the unexpired term of Ms. Donna Flynn, who has resigned.

Budget Impact

N/A

Village Board and/or Committee Action

N/A

Documents Attached

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

Administration

AGENDA SECTION: First Reading – ACA
SUBJECT: Adoption of a Policy Prohibiting Sexual Harassment
MEETING DATE: December 11, 2017
FROM: Emily Wagner, Administration Manager

Recommended Motion

Approve a resolution adopting a policy prohibiting sexual harassment for the Village of Hinsdale.

Background

Effective November 16, 2017, Governor Bruce Rauner signed into law Public Act 100-0554 (“the Act”) that amends the State Officials and Employees Ethics Act, including Section 70-5, which pertains to government entities.

The Act mandates that all governmental units adopt, within 60 days after the effective date of November 16, 2017, which is January 15, 2018, an ordinance or resolution establishing a policy prohibiting sexual harassment.

The attached resolution and policy were developed by the Village’s labor counsel and meet the requirements of the state law.

Pursuant to this new mandate, municipalities must adopt a resolution establishing a policy prohibiting sexual harassment prior to January 15, 2018.

Discussion & Recommendation

Staff recommends approval of the attached resolution.

The Village of Hinsdale personnel manual currently contains language that prohibits harassment and sexual harassment of any kind in the workplace. The attached policy is a redlined version of how the Village’s existing policy will be edited to be compliant with the state law.

Additionally, staff coordinated Village-wide anti-harassment/discrimination training for supervisors and employees in 2016 and will conduct additional training in the first quarter of 2018.

Budget Impact

N/A

Village Board and/or Committee Action

N/A

Documents Attached

1. Resolution
2. Redlined policy
3. Updated policy

VILLAGE OF HINSDALE
RESOLUTION NO. _____

**A RESOLUTION OF THE VILLAGE OF HINSDALE, DUPAGE AND COOK
COUNTIES, ILLINOIS, APPROVING AN ANTI-HARASSMENT POLICY**

WHEREAS, the Illinois General Assembly has recently enacted Public Act 100-0554, an Act concerning government, which became effective immediately, dated November 16, 2017; and

WHEREAS, pursuant to the Act, each governmental unit shall adopt an ordinance or resolution establishing a policy to prohibit sexual harassment;

NOW, THEREFORE, be it resolved that the corporate authorities of the Village of Hinsdale adopt the attached updated harassment policy as required by P.A. 100-0554.

PASSED THIS _____ day of _____, 2017.

AYES:

NAYS:

ABSENT:

APPROVED THIS _____ day of _____, 2017.

ATTEST:

Village President

Village Clerk

NON-DISCRIMINATION AND ANTI-HARASSMENT PROHIBITED: GENERAL HARASSMENT AND SEXUAL HARASSMENT

The Village is committed to providing a work environment that is free of discrimination

and unlawful harassment, including sexual harassment and all other forms of. In keeping with this commitment, the Village will not tolerate any form of harassment that violates this policy. This policy forbids harassment by any employee, supervisor, elected official, vendor, client, customer or other person, against any employee or third party.

harassment. Such Prohibited Conduct

Harassment consists of any unwelcome conduct, whether verbal, physical, or visual, that is based upon a person's protected status, including race, color, creed, religion, sex, age, national origin, ancestry, marital status, genetic information, military status, unfavorable discharge from military service as defined by state law, sexual orientation, pregnancy, order of protection status, disability, or other protected status under applicable law. The Village will not tolerate harassing conduct that results in tangible employment action that interferes unreasonably with an individual's work performance, or that creates an intimidating, hostile or offensive work environment. The conduct forbidden by this policy specifically includes, but is not limited to:

- Epithets, slurs, negative stereotyping, bullying, or intimidating acts that are based on a person's protected status;
- Written or graphic material that is circulated, available on the Village's computer system or technology resources, or posted or distributed in the workplace that shows hostility toward a person or persons because of their protected status.

Even where conduct is not sufficiently severe or pervasive to constitute an actionable legal violation, the Village discourages such conduct in the workplace and such conduct may serve as the basis for disciplinary action under the Village's policies.

This policy specifically forbids harassment is unlawful based on gender regardless of whether the offensive conduct is sexual in nature and will not be tolerated. Employees who

engage in unlawful harassment shall be subject to discipline, up to and including discharge.

A. regardless of whether the individual being harassed is of the same or different gender. Sexual harassment includes any unwelcome sexual advances, any requests for

sexual favors, and any other conduct of a sexual nature when:

B. Submission to such conduct is made either explicitly or implicitly a term or condition of employment;

~~C.~~ Submission to or rejection of such conduct is used as a basis for making employment decisions; or

~~D.~~ Such conduct has the purpose or effect of substantially interfering with work performance or creating an intimidating, hostile, or offensive work environment.

~~Conduct commonly considered to be unlawful sexual harassment includes:~~

~~E. This policy forbids any unwelcome or harassing conduct based on gender regardless of whether it rises to the level of a legal violation.~~

~~The Village considers the following conduct to represent, but are not limited to, some of the types of acts that violate this policy:~~

Verbal - ~~Unwelcome~~Unwanted sexual advances, propositions or other sexual comments; sexual jokes, pressuring a subordinate to go out on a date, gestures, noises and remarks; sexual innuendos, or suggestive comments; gender-specific insults; inappropriate references to anatomy; ; verbal abuse of a sexual nature or threats

~~F.~~ Non-verbal - Suggestive or insulting sounds, whistling, or "catcalls," or suggestive bodily gestures.

~~G. Visual - Posters, signs, pin-ups, or slogans of a sexual nature.~~

~~H. Visual - Sexual or discriminatory displays or publications anywhere in the Village's work place including on Village technology resources by Village employees including but not limited to pictures, posters, calendars, graffiti, objects, reading materials, or other materials that are sexually suggestive, demeaning or pornographic.~~

Physical - Unwelcome touching, hugging, kissing, pinching, or intentionally brushing the body; coerced sexual conduct; or actual assault.

~~I. Other - Denying~~Preferential treatment and promises of a preferential treatment to an employee for submitting to sexual conduct; denying a qualified individual job opportunities because of an unqualified individual's voluntary or coerced submission to sexual conduct.

~~General harassment based upon other characteristics protected by~~Responses to Prohibited Conduct

~~Everyone at the law~~Village can help assure that our workplace is also free from prohibited by this policy. This includes, but is not necessarily limited to, harassment toward another based upon their race, color, religion, national origin, disability, discrimination or age.

~~If an harassment. Every~~ employee is subjectedexpected to such general harassment, the complaint procedures in this policy shall apply. refrain from any behavior or conduct that could reasonably be interpreted as prohibited harassment. The best guard against every form of harassment is to treat all persons whom you encounter in the course of your employment in a professional manner without regard to their gender, race, or other characteristics. This is what the Village demands from all of its employees. However, to the extent an employee is subject to unlawful harassment

Employees are encouraged to inform others in the workplace, the Village when their behavior is obligated to investigate the complaint in accordance with this policy and applicable law.

Employees should promptly report all incidents of sexualunwelcome, offensive, inappropriate, or other unlawful harassment, whether by anotherin poor taste. In the event an employee believes he or any other individual encountered in the course of Village employment, she has been confronted by or has witnessed conduct that is inconsistent with this policy, it is the employee's responsibility to immediately report such action to any supervisor, Personnel Officer or directly to the Village Manager. This policy does not require reporting harassment or discrimination to any individual who is the source of the harassing or discriminatory conduct.

Employees are expected to come forward promptly and report any violations pursuant to this policy before the alleged offending behavior becomes severe or pervasive. Employees can raise concerns and make reports without fear of reprisal. It is critical in establishing a workplace free of harassment that an individual who experiences or witnesses an incident perceived as being harassing has access to a mechanism for reporting such incidents. At the same time, the purposes of this policy against harassment in the workplace are not furthered where a complaint is found to be false and frivolous and made to accomplish some other end than stopping harassment. A complaint that is determined to be false and frivolous can result in a severe level of discipline or discharge. A false or frivolous complaint does not refer to complaints made in good faith that cannot be proven.

Any supervisor who is aware of conduct inconsistent with this policy or receives a complaint of harassment, whether directly from the complainant or otherwise, shall immediately report the same to the Personnel Officer and Village Manager. Employees can raise concerns and make reports without A supervisor's failure to make such a report may constitute a violation of this policy. fear of reprisal. Once a complaint of harassment has been made, theThe Personnel Officer or Village Manager shall promptly investigate the complaint. initiate an investigation of reports of conduct inconsistent with this policy. If the allegations concern the Personnel Officer, the complaint shall be made to and investigated by the Village Manager. If the allegations concern the Village Manager, the complaint shall be made to the Village President. In that case, the Village President or his/her designee shall investigate the complaint. The Village will protect confidentiality to the extent possible, but confidentiality cannot be completely guaranteed. The obligation of the Personnel Officer, Village Manager or Village President/designee to investigate such complaints shall exist without regard to whether the complaining party requested confidentiality or indicated that they did not wish the matter to be investigated. Upon conclusion of their investigation, the Personnel Officer, Village Manager or Village President/designee shall inform the complainant ofThe Village may put reasonable interim measures in place, such as a leave of absence or a transfer, while the investigation takes place. The Village will take further appropriate action once a report of conduct conflicting with this policy has been thoroughly investigated. That action may be a conclusion that a violation occurred, or that no violation of policy occurred or that the Village cannot conclude whether or not a violation occurred.

If an investigation reveals that a violation of this policy or other inappropriate conduct has occurred, then the Village will take corrective action, including discipline up to and including termination of

employment, as is appropriate under the circumstances. The Village may discipline an employee for any inappropriate conduct discovered in investigating reports made under this policy.

Employees are encouraged to use the above complaint procedure(s) to report and resolve their findings. Because false accusations regarding harassment can have serious effects on the person or persons accused, any employee who is determined to have made false accusations of harassment may be subject to disciplinary action in accordance with the disciplinary rules set forth herein. The Village will respond to complaints of harassment, and to complaints of harassment or retaliation for making such complaints, in a prompt and fair manner. It is hoped that all such complaints can be resolved through the Village's own efforts. resolution of any problems. However, employees may also may file formal charges a charge of discrimination in writing with the Illinois Department of Human Rights and the United States within 180 days of the harassment and/or the Equal Employment Opportunity Commission. The Village Manager, Personnel at: Officer or any supervisor can provide any employee with information on how to contact these agencies. In addition, the telephone numbers of these agencies are listed in the "Blue Pages" of the Chicago telephone directory.

<u>Illinois Department of Human Rights</u>	<u>Equal Employment Opportunity Commission</u>
<u>100 W. Randolph St., Suite 10-100</u>	<u>500 West Madison Street, Ste. 2800</u>
<u>Chicago, IL 60601</u>	<u>Chicago, Illinois 60661-2511</u>
<u>(312) 814-6200</u>	<u>(312) 353-2713</u>

No Retaliation

The Village forbids retaliation toward or against any individual who makes a good-faith complaint of harassment; assists or cooperates in an investigation of a complaint by someone else, whether internally or with an external agency; or files a charge of discrimination or harassment; or otherwise provides information in a proceeding, including in a court, administrative or legislative hearing, related to violations of discrimination or harassment laws. Examples of the types of retaliation that are prohibited include intimidation; discrimination; verbal or physical abuse; adverse actions with respect to pay, work assignments, and other terms of employment; termination of employment; or threats of any such actions. Retaliation is a serious violation of this policy that may result in discipline up to and including dismissal. All employees who experience or witness any conduct they believe to be retaliatory should immediately follow the complaint procedures stated above.

NON-DISCRIMINATION AND ANTI-HARASSMENT

The Village is committed to providing a work environment that is free of discrimination and unlawful harassment. In keeping with this commitment, the Village will not tolerate any form of harassment that violates this policy. This policy forbids harassment by any employee, supervisor, elected official, vendor, client, customer or other person, against any employee or third party.

Prohibited Conduct

Harassment consists of any unwelcome conduct, whether verbal, physical, or visual, that is based upon a person's protected status, including race, color, creed, religion, sex, age, national origin, ancestry, marital status, genetic information, military status, unfavorable discharge from military service as defined by state law, sexual orientation, pregnancy, order of protection status, disability, or other protected status under applicable law. The Village will not tolerate harassing conduct that results in tangible employment action that interferes unreasonably with an individual's work performance, or that creates an intimidating, hostile or offensive work environment. The conduct forbidden by this policy specifically includes, but is not limited to:

- Epithets, slurs, negative stereotyping, bullying, or intimidating acts that are based on a person's protected status;
- Written or graphic material that is circulated, available on the Village's computer system or technology resources, or posted or distributed in the workplace that shows hostility toward a person or persons because of their protected status.

Even where conduct is not sufficiently severe or pervasive to constitute an actionable legal violation, the Village discourages such conduct in the workplace and such conduct may serve as the basis for disciplinary action under the Village's policies.

This policy specifically forbids harassment based on gender regardless of whether the offensive conduct is sexual in nature and regardless of whether the individual being harassed is of the same or different gender. Sexual harassment includes any unwelcome sexual advances, any requests for sexual favors, and any other conduct of a sexual nature when:

- A. Submission to such conduct is made either explicitly or implicitly a term or condition of employment;
- B. Submission to or rejection of such conduct is used as a basis for making employment decisions; or
- C. Such conduct has the purpose or effect of substantially interfering with work performance or creating an intimidating, hostile, or offensive work environment.

This policy forbids any unwelcome or harassing conduct based on gender regardless of whether it rises to the level of a legal violation.

The Village considers the following conduct to represent, but are not limited to, some of the types of acts that violate this policy:

Verbal - Unwanted sexual advances, propositions or other sexual comments; sexual jokes, gestures, noises and remarks; sexual innuendos or suggestive comments; gender-specific insults; inappropriate references to anatomy; verbal abuse of a sexual nature or threats

Non-verbal - Suggestive or insulting sounds, whistling, or "catcalls," or suggestive bodily gestures.

Visual - Sexual or discriminatory displays or publications anywhere in the Village's work place including on Village technology resources by Village employees including but not limited to pictures, posters, calendars, graffiti, objects, reading materials, or other materials that are sexually suggestive, demeaning or pornographic.

Physical - Unwelcome touching, hugging, kissing, pinching, or intentionally brushing the body; coerced sexual conduct; or actual assault.

Other - Preferential treatment and promises of a preferential treatment to an employee for submitting to sexual conduct; denying a qualified individual job opportunities because of an unqualified individual's voluntary or coerced submission to sexual conduct.

Responses to Prohibited Conduct

Everyone at the Village can help assure that our workplace is free from prohibited discrimination or harassment. Every employee is expected to refrain from any behavior or conduct that could reasonably be interpreted as prohibited harassment. The best guard against every form of harassment is to treat all persons whom you encounter in the course of your employment in a professional manner without regard to their gender, race, or other characteristics. This is what the Village demands from all of its employees.

Employees are encouraged to inform others in the workplace when their behavior is unwelcome, offensive, inappropriate, or in poor taste. In the event an employee believes he or she has been confronted by or has witnessed conduct that is inconsistent with this policy, it is the employee's responsibility to immediately report such action to any supervisor, Personnel Officer or directly to the Village Manager. This policy does not require reporting harassment or discrimination to any individual who is the source of the harassing or discriminatory conduct.

Employees are expected to come forward promptly and report any violations pursuant to this policy before the alleged offending behavior becomes severe or pervasive. Employees can raise concerns and make reports without fear of reprisal. It is critical in establishing a workplace free of harassment that an individual who experiences or witnesses an incident perceived as being harassing has access to a mechanism for reporting such incidents. At the same time, the purposes of this policy against harassment in the workplace are not furthered where a complaint is found to be false and frivolous and made to accomplish some other end than stopping harassment. A complaint that is determined to be

false and frivolous can result in a severe level of discipline or discharge. A false or frivolous complaint does not refer to complaints made in good faith that cannot be proven.

Any supervisor who is aware of conduct inconsistent with this policy or receives a complaint of harassment, whether directly from the complainant or otherwise, shall immediately report the same to the Personnel Officer and Village Manager. A supervisor's failure to make such a report may constitute a violation of this policy.

The Personnel Officer or Village Manager shall promptly initiate an investigation of reports of conduct inconsistent with this policy. If the allegations concern the Personnel Officer, the complaint shall be made to and investigated by the Village Manager. If the allegations concern the Village Manager, the complaint shall be made to the Village President. In that case, the Village President or his/her designee shall investigate the complaint. The Village will protect confidentiality to the extent possible, but confidentiality cannot be completely guaranteed. The obligation of the Personnel Officer, Village Manager or Village President/designee to investigate such complaints shall exist without regard to whether the complaining party requested confidentiality or indicated that they did not wish the matter to be investigated.

The Village may put reasonable interim measures in place, such as a leave of absence or a transfer, while the investigation takes place. The Village will take further appropriate action once a report of conduct conflicting with this policy has been thoroughly investigated. That action may be a conclusion that a violation occurred, or that no violation of policy occurred or that the Village cannot conclude whether or not a violation occurred.

If an investigation reveals that a violation of this policy or other inappropriate conduct has occurred, then the Village will take corrective action, including discipline up to and including termination of employment, as is appropriate under the circumstances. The Village may discipline an employee for any inappropriate conduct discovered in investigating reports made under this policy.

Employees are encouraged to use the above complaint procedure(s) to report and resolve their complaints of harassment or retaliation to promote prompt resolution of any problems. However, employees may also file a charge of discrimination in writing with the Illinois Department of Human Rights within 180 days of the harassment and/or the Equal Employment Opportunity Commission at:

Illinois Department of Human Rights
100 W. Randolph St., Suite 10-100
Chicago, IL 60601
(312) 814-6200

Equal Employment Opportunity Commission
500 West Madison Street, Ste. 2800
Chicago, Illinois 60661-2511
(312) 353-2713

No Retaliation

The Village forbids retaliation toward or against any individual who makes a good-faith complaint of harassment; assists or cooperates in an investigation of a complaint by someone else, whether internally or with an external agency; or files a charge of discrimination or harassment; or otherwise provides

information in a proceeding, including in a court, administrative or legislative hearing, related to violations of discrimination or harassment laws. Examples of the types of retaliation that are prohibited include intimidation; discrimination; verbal or physical abuse; adverse actions with respect to pay, work assignments, and other terms of employment; termination of employment; or threats of any such actions. Retaliation is a serious violation of this policy that may result in discipline up to and including dismissal. All employees who experience or witness any conduct they believe to be retaliatory should immediately follow the complaint procedures stated above.

Administration

AGENDA SECTION: First Reading – ACA

SUBJECT: First Amendment – Land Rover Sales Tax Sharing Agreement

MEETING DATE: December 11, 2017

FROM: Emily Wagner, Administration Manager

Recommended Motion

Approve the first amendment to the Land Rover Hinsdale LLC economic development and sales tax revenue sharing agreement.

Background

On December 12, 2016, the Village approved a sales tax sharing agreement (“Agreement”) with Land Rover Hinsdale LLC (“Land Rover”), 300 E. Ogden Avenue. In 2016, Land Rover acquired the property at 336 E. Ogden Avenue with the intent to move its dealership to the new location. The total cost of the property plus building renovations was estimated at \$12 million. The Village and Land Rover engaged in a series of discussions that led to the mutually beneficial Agreement.

Discussion & Recommendation

Land Rover representatives are currently working with stakeholders and surrounding neighbors to address any concerns regarding the site plans for the new dealership.

To date, representatives from Land Rover have presented to the Plan Commission on September 13, 2017, and November 8, 2017. The next Plan Commission meet is scheduled for December 13, 2017. Representatives from Land Rover have also hosted three neighborhood meetings: September 8, 2017, October 2, 2017, and October 30, 2017.

As a result of this due diligence process, Land Rover is unable to meet the timeline specified in the Agreement to commence construction of the project on or before December 31, 2017 (Article II, 2.02, B). The attached First Amendment provides a revised deadline of April 30, 2018.

Staff recommends the execution of the attached First Amendment.

Budget Impact

Approving the First Amendment will preserve a very important revenue source for the Village by way of preserving existing sales tax revenues.

Village Board and/or Committee Action

The Village Board approved the Agreement on December 12, 2016.

Documents Attached

1. First Amendment

**FIRST AMENDMENT TO
LAND ROVER HINSDALE, LLC ECONOMIC DEVELOPMENT
AND SALES TAX REVENUE SHARING AGREEMENT**

This First Amendment to Land Rover Hinsdale, LLC Economic Development and Sales Tax Revenue Sharing Agreement (hereinafter, the "First Amendment") is made and entered into as of December ____, 2017 (hereinafter, the "Effective Date"), by and between the Village of Hinsdale, an Illinois municipal corporation located in DuPage County, Illinois (hereinafter, the "Village"), and Land Rover Hinsdale, LLC, an Illinois limited liability company (hereinafter, "Land Rover"). The Village and Land Rover are hereinafter sometimes referred to collectively as the "Parties" and individually as a "Party."

WITNESSETH

WHEREAS, the Village and Land Rover entered into a Land Rover Hinsdale, LLC Economic Development and Sales Tax Revenue Sharing Agreement dated December 12, 2016, in regard to the property (the "Subject Property"), as legally described on Exhibit 1 attached hereto and made part hereof (the "Original Agreement"); and

WHEREAS, the Village and Land Rover desire to amend a specific provision of the Original Agreement; and

WHEREAS, it is in the best interests of the Village and Land Rover to enter into this First Amendment;

NOW, THEREFORE, in consideration of the foregoing, the covenants, conditions and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties hereby agree as follows:

1. That Section 2.02(B) of the Original Agreement is hereby amended by revising the reference therein to "December 31, 2017" to read "April 30, 2018."
2. The individual executing this First Amendment on behalf of Land Rover warrants that he has been lawfully authorized by Land Rover to execute this First Amendment on behalf of Land Rover.
3. The Village President and Village Clerk hereby warrant that they have been lawfully authorized by the Corporate Authorities of the Village to execute this First Amendment.
4. This First Amendment may be executed in two (2) or more counterparts, each of which, taken together, shall constitute one and the same instrument.

5. That all portions of the Original Agreement, not amended hereby, shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment as of the dates set forth below, and the date of the last signatory below shall be inserted on page 1 of this First Amendment, as the Effective Date of this First Amendment.

Village of Hinsdale,
an Illinois municipal corporation

Land Rover Hinsdale, LLC,
an Illinois limited liability company

By: _____
Thomas K. Cauley, Jr.
Village President

By: _____
John Martino
Manager

Date: _____

Date: _____

ATTEST:

Christine M. Burton
Village Clerk

Date: _____

State of Illinois)
) SS
County of DuPage)

ACKNOWLEDGMENT

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Thomas K. Cauley, Jr., personally known to me to be the Village President of the Village of Hinsdale, and Christine M. Burton, personally known to me to be the Village Clerk of said municipal corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that, as such Village President and Village Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the Corporate Authorities of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this _____ day of _____, 2017.

Notary Public

State of Illinois)
) SS
County of DuPage)

ACKNOWLEDGMENT

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that John Martino, personally known to me as Manager of Land Rover Hinsdale, LLC, an Illinois limited liability company, acknowledged to me that he signed and delivered the foregoing instrument on behalf of said company as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this _____ day of _____, 2017.

Notary Public

Exhibit 1

Legal Description of Subject Property

PARCEL 1:

LOTS 14, 15, 16 AND LOT 71 (EXCEPT THE SOUTH 60 FEET AND EXCEPT THE WEST 30 FEET THEREOF) IN HINSDALE HIGHLANDS, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 8, 1922 AS DOCUMENT 155000, IN DUPAGE COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 09-01-211-002

PARCEL 2:

A PART OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING ON THE EAST LINE OF SAID NORTHEAST 1/4 279 FEET SOUTH OF THE NORTHEAST CORNER OF SAID QUARTER SECTION; THENCE SOUTH 79 DEGREES 48 MINUTES WEST 938.41 FEET TO THE NORTHWEST CORNER OF LOT 16 IN HINSDALE HIGHLANDS, FOR A POINT OF BEGINNING; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID QUARTER 300 FEET; THENCE SOUTH 79 DEGREES 48 MINUTES WEST 200 FEET; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID NORTHEAST 1/4 300 FEET TO AN IRON STAKE ON THE SOUTH LINE OF OGDEN AVENUE; THENCE NORTH 79 DEGREES 48 MINUTES EAST 200 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 09-01-211-001

PARCEL 3:

LOT 13 AND THE SOUTH 60 FEET OF LOT 71 (EXCEPT THE WEST 30 FEET THEREOF TAKEN FOR A PUBLIC STREET) IN HINSDALE HIGHLANDS, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 8, 1922 AS DOCUMENT 155000, IN DUPAGE COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 09-01-211-003 = LOT 13

PERMANENT INDEX NUMBER: 09-01-211-004 = SOUTH 60 FEET OF LOT 71

AGENDA SECTION: First Reading – ACA

SUBJECT: Intergovernmental Agreement with the Hinsdale Public Library

MEETING DATE: December 11, 2017

FROM: Darrell Langlois, Assistant Village Manager/Finance Director

Recommended Motion

To Approve an Intergovernmental Agreement Between the Village of Hinsdale and the Hinsdale Public Library Regarding License of Premises and Sharing of Expenses.

Background

The Village has an existing intergovernmental agreement with the Hinsdale Public Library that provides a license for use of the Library premises and how expenses are to be shared between the Village and the Library. The agreement is general in nature, and over the years there have not been any issues surrounding this agreement. The last time the agreement was updated was in 2013.

Discussion & Recommendation

Under terms of the intergovernmental agreement, the Village and the Library are supposed to meet in October each year “to determine a budget and a time line for any repairs, maintenance, and purchase of items/systems which are shared expenses”. As has been the practice each year, on October 30, 2017 the Village Manager, Assistant Village Manager, Finance Director, Library Director, and Library Board President met to discuss the items required in the intergovernmental agreement as well as other issues of mutual interest between the Village and the Library.

As a result of this meeting, there were no major issues that came up; however, in looking at the intergovernmental agreement, there are a few minor “housekeeping” changes that are recommended that involve the payment of the \$10 annual rent, when we will meet each year, insurance, and signatories. Attached is a both a red-line version and final version of the proposed agreement. This agreement has already been approved by the Library Board.

Budget Impact

None

Village Board and/or Committee Action

N/A

Documents Attached

1. Intergovernmental Agreement Between the Village of Hinsdale and the Hinsdale Public Library Regarding License of Premises and Sharing of Expenses (red-line).
2. Intergovernmental Agreement Between the Village of Hinsdale and the Hinsdale Public Library Regarding License of Premises and Sharing of Expenses (final).

Rev. 4011/0913/4317
License Agreement
(Lease)

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF HINSDALE
AND THE HINSDALE PUBLIC LIBRARY REGARDING
LICENSE OF PREMISES AND SHARING OF EXPENSES**

Field Code Changed

This Agreement is effective March 1, 2007 (the "Effective Date") between the Village of Hinsdale (the "Village") and the Hinsdale Public Library (the "Library"). From time to time, this Agreement will refer to the Village and the Library individually as a "Party" and collectively as the "Parties."

WHEREAS, the Village and the Library share responsibility for serving the interest and needs of Hinsdale residents; and

WHEREAS, the Village is a body politic and corporate organized and operating pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*; and

WHEREAS, the Library is a body politic and corporate organized and operating pursuant to the *Illinois Local Library Act*, 75 ILCS 5/1-0.1 *et seq.*; and

WHEREAS, the Village and the Library are authorized to contract and associate among themselves for the purpose of intergovernmental cooperation, pursuant to Article VII, Section 10 of the *Illinois Constitution* and the *Intergovernmental Cooperation Act*, 5 ILCS 220/1 *et seq.*; and

WHEREAS, the Village is the owner in fee simple of certain real property located in the Village of Hinsdale, DuPage County, Illinois, and commonly known as the Memorial Building (Village's address is 19 East Chicago, Hinsdale, Illinois 60521; Library's address is 20 East Maple Street, Hinsdale, Illinois); and

WHEREAS, by agreement of the Parties the Library has occupied the west wing of the Memorial Building since the initial acquisition and construction of the building (the Subject Property); and

WHEREAS, the Library currently occupies approximately forty percent (40%) of the Memorial Building, said percentage occupancy being relevant to allocation of expenses common to the Memorial Building and which percentage will be reviewed and recalculated, from time to time, if necessary; and

WHEREAS, the Village and the Library have determined that it is in the best interest of the Village and the Library to:

(a) Confirm the terms of their shared use of the Memorial Building;

(b) Supersede the Expense Allocation Agreement effective August 1, 1980

WHEREAS, the *Illinois Local Library Act* provides that the Library Board's powers and authority include the power:

To have the exclusive control of the expenditure of all moneys collected for the library and deposited to the credit of the library fund;

To have the exclusive control of the construction of any library building and of the supervision, care and custody of the grounds, rooms or buildings constructed, leased or set apart for that purpose.

(See 75 ILCS 5/4-7)

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby covenant and agree as follows:

1. **Incorporation.** The recitals contained in the foregoing preamble shall be deemed covenants, terms, conditions and provisions of this Agreement, and all covenants, terms, conditions and provisions hereinafter contained shall be interpreted and construed in accordance therewith.

2. **License Term and Rental Value.** The Parties agree that this license of the Subject Property to the Library is for a period of twenty (20) years commencing on the Effective Date unless sooner terminated as provided for herein. The Library shall pay to the Village, as rent, the sum of Ten Dollars (\$10.00) per year. Payment of the rent amount will be included in the monthly accounting fee that the Village charges the Library.

3. **Shared Expenses and Accounting.**

A. With respect to the installation, maintenance and operation of equipment and systems used exclusively by the Library on the Subject Property, the Library shall pay 100% of the costs.

B. With respect to utilities and the installation, maintenance and operation of equipment and systems shared by the Library and the Village for the Memorial Building, the Library's financial responsibility is limited to 40% of the following, if applicable:

1. Electricity;
2. HVAC;
3. Plumbing;
4. Mechanical;
5. Water – Reclamation/Flagg Creek.

- C. The Village, at the Village's expense, shall maintain and keep in good repair the exterior of the Memorial Building, the grounds and structural components of the Memorial Building. However, the Library, at the Library's expense, shall maintain and keep in good repair the building exterior of the west wing (the Library portion) of the Memorial Building.
- D. The Village will provide to the Library reports of all common expenses to be shared by the Library. These reports shall include but not be limited to: Accounting charges including all service breakdowns; Utility charges; and Nicor Gas charges. Reports shall also include annual premium adjustments for IRMA, and health insurance costs.
- E. Upon request of the Library, the Village shall assist the Library with Library operations including but not limited to personnel, finances, and insurance. The Library shall reimburse the Village for the Village's cost of providing such assistance upon receipt from the Village of an accounting of the Library's share of such costs.
- F. To maximize use of both Village and Library resources, the Village and the Library shall meet prior to January 31 each fiscal every year on the first Monday of October (more frequently if needed) to determine a budget and a time line for any repairs, maintenance, and purchase of items/systems which are shared expenses as stated in Paragraph B above. If a party intends to contract for building related materials or services, the parties will confer in advance of entering into the contract to determine whether a joint contract or purchase best serves Hinsdale residents.

4. **Personal Property.** All movable items of personal property and other equipment installed by the Library shall remain the Library's property.

5. **Use of Subject Property.** The Library shall not permit the Subject Property to be used in any manner which would render the insurance thereon void or the insurance risk more hazardous. The Library shall not use or occupy the Subject Property, or permit the Subject Property to be used or occupied, contrary to any statute, rule, order, ordinance, requirement or regulation applicable thereof, or in any manner which would violate any certificate of occupancy affecting the same, or which would cause structural injury to the improvements, or cause the value of usefulness of the Subject Property or any part thereof to diminish, or which would constitute a public or

private nuisance or waste.

6. **Title Encumbrances, Liens and Right to Contest.** The Library shall not commit any act which shall in any way encumber the title of the Village in and to the Subject Property, nor shall the interest or estate of the Village in the Subject Property be in any way subject to any claim by way of lien or encumbrance, whether by operation of law or by virtue of any express or implied contract by the Library. Any claim to or lien upon the Subject Property arising from any act or omission of the Library shall accrue only against the public funds of the Library for the improvement(s) at issue. The Library shall not permit the Subject Property to become involved in any mechanics', laborers' or materialmen's lien on account of labor or material furnished to the Library or claimed to have been furnished to the Library in connection with work or any character performed or claimed to have been performed on the Library by or at the direction or sufferance of the Library, provided, however, that the Library shall have the right to contest in good faith and with reasonable diligence, the validity of any such lien or claimed lien if the Library shall give to the Village such security as may be deemed satisfactory to the Village to insure payment thereof and to prevent any sale, foreclosure or forfeiture of the Subject Property by reason of nonpayment thereof, provided further, however, that on final determination of the lien or claim for lien, the Library shall immediately pay any judgment rendered with all property costs and charges, and shall have the lien released and any judgment satisfied.

7. **Insurance.** Insurance for the Library's employee benefits, general liability, property, and worker's compensation coverages facility and grounds is coordinated with the Village. The Parties agree to review the insurance requirements periodically to determine whether coverage and rates are satisfactory to both parties. The Library will provide the Village with at least nine (9) months' notice should it elect to secure insurance coverage on its own.

8. **Waiver of Certain Claims by Library.** The Library waives all claims it may have against the Village for damage or injury to person or property sustained by the Library or any persons claiming through the Library or by any occupancy of the Subject Property by the Library, or by any other person, resulting from any part of the Subject Property or any of its improvements, equipment or appurtenances placed or installed thereon by Library becoming out of repair, to the extent permitted by law. All personal property belonging to the Library, or any person using the Subject Property through the Library, that is in or on any part of the Subject Property shall be there at the risk of the Library or of such other user only, and the Village shall not be liable for any damage thereto or for the theft or misappropriation thereof.

9. **No Waiver of Claims by Village.** No delay or omission of the Village to exercise any right or power arising from any default by the Library of its responsibilities and obligations in the Agreement shall impair any such right or power or be construed to be a waiver of any such right or power or any acquiescence therein by the Village. No waiver of any breach of any of the covenants of this Agreement shall be construed, taken or held to be a waiver of any other breach, or as a waiver, acquiescence in or

consent to any further or succeeding breach of the same covenant. The acceptance by the Village of any payment of rent or other charges arising from the occupation of the Subject Property by the Library after the termination by the Library of this Agreement or of the Library's right to possession of the Subject Property shall not, in the absence of agreement in writing to the contrary by the Library, be deemed to restore this Agreement or the Library's right to possession of the Subject Property, as the case may be, but shall be construed as a payment on account, and not in satisfaction of damages due from the Library to the Village.

10. **No Waiver of Claims by Library.** No delay or omission of the Library to exercise any right or power arising from any default by the Village of its responsibilities and obligations in the Agreement shall impair any such right or power or be construed to be a waiver of any such right or power or any acquiescence therein by the Library. No waiver of any breach of any of the covenants of this Agreement shall be construed, taken or held to be a waiver of any other breach, or as a waiver, acquiescence in or consent to any further or succeeding breach of the same covenant.

11. **Indemnification.** The Library agrees to indemnify and save harmless the Village, its Board of Trustees members, officers, employees, agents or invitees ("Village Related Parties") against and from any and all claims, demands, costs and expenses, including reasonable attorneys' fees, arising from any act or omission for which the Library, its trustees, officers, employees, agents or invitees ("Library Related Parties") are legally responsible in or about the Subject Property. In case of any action or proceeding brought against any of the Village Related Parties by reason of any such claim, upon notice from the Village, the Library covenants to defend such action or ~~proceeding~~ proceeding with counsel reasonably satisfactory to the Village. The Village agrees to indemnify and save the Library Related Parties harmless from and against any and all claims, demands, costs and expenses, including reasonable attorneys' fees for the defense thereof, arising from any act or omission for which the Village Related Parties are legally responsible in or about the Subject Property. In case of any action or proceeding brought against any of the Library Related Parties by reason of any such claim, upon notice from the Library, the Village covenants to defend such action or proceeding with counsel reasonably satisfactory to the Library.

12. **Remedies Cumulative.** No remedy herein or otherwise upon or reserved to the Village shall be considered to exclude or suspend any other remedy but the same shall be cumulative and shall be in addition to every other remedy given hereunder, or now or hereafter existing at law or in equity or by statute, and every power and remedy given by this Agreement to the Village may be exercised from time to time and so often as occasion may arise or as may be deemed expedient.

13. **Termination of Agreement.** In the event either Party shall fail to perform its obligations under this Agreement, the other Party may at any time thereafter at its election terminate this Agreement by giving ninety (90) days notice of its election to terminate this Agreement in writing to the other party. At the expiration of said ninety (90) day advance written notice without a cure in performance, this Agreement shall terminate. If at any time period the Village desires to sell the Subject Property, or if it becomes necessary for the Village to use the Subject Property for purposes other than

those provided for herein, the Village may terminate this Agreement by giving the Library 365 days advance written notice of its election to terminate this Agreement and, at the expiration of said 365 days period, this Agreement shall terminate. If at any time the Library determines that it is undesirable or impracticable to continue performance of its obligations under this Agreement, the Library may terminate this Agreement at any time by giving the Village 365 days advance written notice of its election to terminate this Agreement and, at the expiration of said 365 days period, this Agreement shall terminate.

14. **Amendment to Agreement.** This Agreement may be modified or amended only in a writing signed by both Parties and dated subsequent to the effective date hereof.

15. **Assignment, Sublet or Sublicense of Agreement.** Neither Party may assign any rights or duties under this Agreement without the prior written consent of the other Party. The Library may not sublet, sublicense or grant rights of access or use to any portion of the Subject Property to third parties without the prior written consent of the Village, which may be granted or withheld in the sole discretion of the Village.

16. **Covenants Binding on Successors.** All of the covenants, agreements, conditions and undertakings contained in this Agreement shall extend and inure to and be binding upon the heirs, executors, administrators, successors and assigns of the respective Parties hereto, the same as if they were in every case specifically named and whenever in this Agreement reference is made to either of the Parties hereto it shall be held to include and apply to, wherever applicable, the heirs, executors, administrators, successors and assigns of such party. Nothing contained in this Agreement shall be construed to grant or confer upon any person or persons, 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, condition or undertaking contained herein.

17. **Captions.** The captions and headings in this Agreement are for convenience only and are not to be construed as part of this Agreement and shall not be construed as defining or limiting in any way the scope or intent of the provisions hereof.

18. **Severability.** If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remaining terms and provisions shall not be affected thereby and each individual term and provision shall be valid and be enforced to the fullest extent permitted by law.

19. **Applicable Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois.

20. **Default.** In the event that one Party believes the other to be in default under this Agreement, that Party, acting through its chief administrator, shall notify the other Party in writing and allow that other Party thirty (30) days from the date of receipt of the notice to cure the default. If the default is not then cured, the Party having sent

the notice of default may terminate the Agreement by serving written notice on the other Party effective thirty (30) days after receipt of the notice by the other Party. No waiver of any default shall be implied by the failure of either Party to give notice of default, and no express waiver shall affect any other default except the one specified in the waiver. Notwithstanding the foregoing, in the event the Library defaults in its obligation to provide insurance under paragraph 7 above, the Village may suspend the Library's use of the Library space until evidence of the required insurance is provided.

21. **Notices.** All notices required by this Agreement shall be in writing sent by certified mail, return receipt requested, with proper postage pre-paid, and shall be deemed to have been given on the date of the mailing, and shall be addressed as follows:

a. To the Village:

Village Manager
Village of Hinsdale
19 East Chicago Avenue
Hinsdale, Illinois 60521

cc: Lance Malina
Village Attorney
Klein, Thorpe and Jenkins, Ltd
20 N Wacker Drive, Suite 1600
Chicago, IL 60606.

b. To the Library:

Library Director
Hinsdale Public Library
20 East Maple
Hinsdale, Illinois 60521

cc: Roger A. Ritzman
Peregrine, Stime, Newman, Ritzman & Bruckner, Ltd.
221 East Illinois Street
P. O. Box 564
Wheaton, Illinois 60189-0564

[Signatures on following page]

VILLAGE OF HINSDALE

HINSDALE PUBLIC LIBRARY

By: _____

Thomas Cauley President

By: _____

~~Johanna Delaney~~ Julie Liese, President

Date Signed: _____, 20138

Date Signed: _____, 20138

Attest:

Attest:

Christine Bruton, Village Clerk
Revord, Secretary

Laura Tortorello Callie

Date Signed: _____, 20138

Date Signed: _____, 20138

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF HINSDALE
AND THE HINSDALE PUBLIC LIBRARY REGARDING
LICENSE OF PREMISES AND SHARING OF EXPENSES**

This Agreement is effective March 1, 2007 (the "Effective Date") between the Village of Hinsdale (the "Village") and the Hinsdale Public Library (the "Library"). From time to time, this Agreement will refer to the Village and the Library individually as a "Party" and collectively as the "Parties."

WHEREAS, the Village and the Library share responsibility for serving the interest and needs of Hinsdale residents; and

WHEREAS, the Village is a body politic and corporate organized and operating pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*; and

WHEREAS, the Library is a body politic and corporate organized and operating pursuant to the *Illinois Local Library Act*, 75 ILCS 5/1-0.1 *et seq.*; and

WHEREAS, the Village and the Library are authorized to contract and associate among themselves for the purpose of intergovernmental cooperation, pursuant to Article VII, Section 10 of the *Illinois Constitution* and the *Intergovernmental Cooperation Act*, 5 ILCS 220/1 *et seq.*; and

WHEREAS, the Village is the owner in fee simple of certain real property located in the Village of Hinsdale, DuPage County, Illinois, and commonly known as the Memorial Building (Village's address is 19 East Chicago, Hinsdale, Illinois 60521; Library's address is 20 East Maple Street, Hinsdale, Illinois); and

WHEREAS, by agreement of the Parties the Library has occupied the west wing of the Memorial Building since the initial acquisition and construction of the building (the Subject Property); and

WHEREAS, the Library currently occupies approximately forty percent (40%) of the Memorial Building, said percentage occupancy being relevant to allocation of expenses common to the Memorial Building and which percentage will be reviewed and recalculated, from time to time, if necessary; and

WHEREAS, the Village and the Library have determined that it is in the best interest of the Village and the Library to:

(a) Confirm the terms of their shared use of the Memorial Building;

(b) Supersede the Expense Allocation Agreement effective August 1, 1980

WHEREAS, the *Illinois Local Library Act* provides that the Library Board's powers and authority include the power:

To have the exclusive control of the expenditure of all moneys collected for the library and deposited to the credit of the library fund;

To have the exclusive control of the construction of any library building and of the supervision, care and custody of the grounds, rooms or buildings constructed, leased or set apart for that purpose.

(See 75 ILCS 5/4-7)

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby covenant and agree as follows:

1. **Incorporation.** The recitals contained in the foregoing preamble shall be deemed covenants, terms, conditions and provisions of this Agreement, and all covenants, terms, conditions and provisions hereinafter contained shall be interpreted and construed in accordance therewith.

2. **License Term and Rental Value.** The Parties agree that this license of the Subject Property to the Library is for a period of twenty (20) years commencing on the Effective Date unless sooner terminated as provided for herein. The Library shall pay to the Village, as rent, the sum of Ten Dollars (\$10.00) per year. Payment of the rent amount will be included in the monthly accounting fee that the Village charges the Library.

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1. Electricity;
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 3. Plumbing;
 4. Mechanical;
 5. Water – Reclamation/Flagg Creek.
- C. The Village, at the Village's expense, shall maintain and keep in good repair the exterior of the Memorial Building, the grounds and structural components of the Memorial Building. However, the Library, at the Library's expense, shall maintain and keep in good repair the building exterior of the west wing (the Library portion) of the Memorial Building.
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- F. To maximize use of both Village and Library resources, the Village and the Library shall meet prior to January 31 each fiscal year (more frequently if needed) to determine a budget and a time line for any repairs, maintenance, and purchase of items/systems which are shared expenses as stated in Paragraph B above. If a party intends to contract for building related materials or services, the parties will confer in advance of entering into the contract to determine whether a joint contract or purchase best serves Hinsdale residents.

4. **Personal Property.** All movable items of personal property and other equipment installed by the Library shall remain the Library's property.

5. **Use of Subject Property.** The Library shall not permit the Subject Property to be used in any manner which would render the insurance thereon void or the insurance risk more hazardous. The Library shall not use or occupy the Subject Property, or permit the Subject Property to be used or occupied, contrary to any statute, rule, order, ordinance, requirement or regulation applicable thereof, or in any manner which would violate any certificate of occupancy affecting the same, or which would cause structural injury to the improvements, or cause the value of usefulness of the Subject Property or any part thereof to diminish, or which would constitute a public or private nuisance or waste.

6. **Title Encumbrances, Liens and Right to Contest.** The Library shall not commit any act which shall in any way encumber the title of the Village in and to the Subject Property, nor shall the interest or estate of the Village in the Subject Property be in any way subject to any claim by way of lien or encumbrance, whether by operation of law or by virtue of any express or implied contract by the Library. Any claim to or lien upon the Subject Property arising from any act or omission of the Library shall accrue only against the public funds of the Library for the improvement(s) at issue. The Library shall not permit the Subject Property to become involved in any mechanics', laborers' or materialmen's lien on account of labor or material furnished to the Library or claimed to have been furnished to the Library in connection with work or any character performed or claimed to have been performed on the Library by or at the direction or sufferance of the Library, provided, however, that the Library shall have the right to contest in good faith and with reasonable diligence, the validity of any such lien or claimed lien if the Library shall give to the Village such security as may be deemed satisfactory to the Village to insure payment thereof and to prevent any sale, foreclosure or forfeiture of the Subject Property by reason of nonpayment thereof, provided further, however, that on final determination of the lien or claim for lien, the Library shall immediately pay any judgment rendered with all property costs and charges, and shall have the lien released and any judgment satisfied.

7. **Insurance.** Insurance for the Library's employee benefits, general liability, property, and worker's compensation coverages is coordinated with the Village. The Parties agree to review the insurance requirements periodically to determine whether coverage and rates are satisfactory to both parties. The Library will provide the Village with at least nine (9) months' notice should it elect to secure insurance coverage on its own.

8. **Waiver of Certain Claims by Library.** The Library waives all claims it may have against the Village for damage or injury to person or property sustained by the Library or any persons claiming through the Library or by any occupancy of the Subject Property by the Library, or by any other person, resulting from any part of the Subject Property or any of its improvements, equipment or appurtenances placed or installed thereon by Library becoming out of repair, to the extent permitted by law. All personal property belonging to the Library, or any person using the Subject Property through the Library, that is in or on any part of the Subject Property shall be there at the risk of the Library or of such other user only, and the Village shall not be liable for any damage thereto or for the theft or misappropriation thereof.

9. **No Waiver of Claims by Village.** No delay or omission of the Village to exercise any right or power arising from any default by the Library of its responsibilities and obligations in the Agreement shall impair any such right or power or be construed to be a waiver of any such right or power or any acquiescence therein by the Village. No waiver of any breach of any of the covenants of this Agreement shall be construed, taken or held to be a waiver of any other breach, or as a waiver, acquiescence in or consent to any further or succeeding breach of the same covenant. The acceptance by the Village of any payment of rent or other charges arising from the occupation of the Subject Property by the Library after the termination by the Library of this Agreement or

of the Library's right to possession of the Subject Property shall not, in the absence of agreement in writing to the contrary by the Library, be deemed to restore this Agreement or the Library's right to possession of the Subject Property, as the case may be, but shall be construed as a payment on account, and not in satisfaction of damages due from the Library to the Village.

10. **No Waiver of Claims by Library.** No delay or omission of the Library to exercise any right or power arising from any default by the Village of its responsibilities and obligations in the Agreement shall impair any such right or power or be construed to be a waiver of any such right or power or any acquiescence therein by the Library. No waiver of any breach of any of the covenants of this Agreement shall be construed, taken or held to be a waiver of any other breach, or as a waiver, acquiescence in or consent to any further or succeeding breach of the same covenant.

11. **Indemnification.** The Library agrees to indemnify and save harmless the Village, its Board of Trustees members, officers, employees, agents or invitees ("Village Related Parties") against and from any and all claims, demands, costs and expenses, including reasonable attorneys' fees, arising from any act or omission for which the Library, its trustees, officers, employees, agents or invitees ("Library Related Parties") are legally responsible in or about the Subject Property. In case of any action or proceeding brought against any of the Village Related Parties by reason of any such claim, upon notice from the Village, the Library covenants to defend such action or proceeding with counsel reasonably satisfactory to the Village. The Village agrees to indemnify and save the Library Related Parties harmless from and against any and all claims, demands, costs and expenses, including reasonable attorneys' fees for the defense thereof, arising from any act or omission for which the Village Related Parties are legally responsible in or about the Subject Property. In case of any action or proceeding brought against any of the Library Related Parties by reason of any such claim, upon notice from the Library, the Village covenants to defend such action or proceeding with counsel reasonably satisfactory to the Library.

12. **Remedies Cumulative.** No remedy herein or otherwise upon or reserved to the Village shall be considered to exclude or suspend any other remedy but the same shall be cumulative and shall be in addition to every other remedy given hereunder, or now or hereafter existing at law or in equity or by statute, and every power and remedy given by this Agreement to the Village may be exercised from time to time and so often as occasion may arise or as may be deemed expedient.

13. **Termination of Agreement.** In the event either Party shall fail to perform its obligations under this Agreement, the other Party may at any time thereafter at its election terminate this Agreement by giving ninety (90) days notice of its election to terminate this Agreement in writing to the other party. At the expiration of said ninety (90) day advance written notice without a cure in performance, this Agreement shall terminate. If at any time period the Village desires to sell the Subject Property, or if it becomes necessary for the Village to use the Subject Property for purposes other than those provided for herein, the Village may terminate this Agreement by giving the Library 365 days advance written notice of its election to terminate this Agreement and, at the expiration of said 365 days period, this Agreement shall terminate. If at any time

the Library determines that it is undesirable or impracticable to continue performance of its obligations under this Agreement, the Library may terminate this Agreement at any time by giving the Village 365 days advance written notice of its election to terminate this Agreement and, at the expiration of said 365 days period, this Agreement shall terminate.

14. **Amendment to Agreement.** This Agreement may be modified or amended only in a writing signed by both Parties and dated subsequent to the effective date hereof.

15. **Assignment, Sublet or Sublicense of Agreement.** Neither Party may assign any rights or duties under this Agreement without the prior written consent of the other Party. The Library may not sublet, sublicense or grant rights of access or use to any portion of the Subject Property to third parties without the prior written consent of the Village, which may be granted or withheld in the sole discretion of the Village.

16. **Covenants Binding on Successors.** All of the covenants, agreements, conditions and undertakings contained in this Agreement shall extend and inure to and be binding upon the heirs, executors, administrators, successors and assigns of the respective Parties hereto, the same as if they were in every case specifically named and whenever in this Agreement reference is made to either of the Parties hereto it shall be held to include and apply to, wherever applicable, the heirs, executors, administrators, successors and assigns of such party. Nothing contained in this Agreement shall be construed to grant or confer upon any person or persons, 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, condition or undertaking contained herein.

17. **Captions.** The captions and headings in this Agreement are for convenience only and are not to be construed as part of this Agreement and shall not be construed as defining or limiting in any way the scope or intent of the provisions hereof.

18. **Severability.** If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remaining terms and provisions shall not be affected thereby and each individual term and provision shall be valid and be enforced to the fullest extent permitted by law.

19. **Applicable Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois.

20. **Default.** In the event that one Party believes the other to be in default under this Agreement, that Party, acting through its chief administrator, shall notify the other Party in writing and allow that other Party thirty (30) days from the date of receipt of the notice to cure the default. If the default is not then cured, the Party having sent the notice of default may terminate the Agreement by serving written notice on the other Party effective thirty (30) days after receipt of the notice by the other Party. No waiver of any default shall be implied by the failure of either Party to give notice of default, and no

express waiver shall affect any other default except the one specified in the waiver. Notwithstanding the foregoing, in the event the Library defaults in its obligation to provide insurance under paragraph 7 above, the Village may suspend the Library's use of the Library space until evidence of the required insurance is provided.

21. **Notices.** All notices required by this Agreement shall be in writing sent by certified mail, return receipt requested, with proper postage pre-paid, and shall be deemed to have been given on the date of the mailing, and shall be addressed as follows:

a. To the Village:

Village Manager
Village of Hinsdale
19 East Chicago Avenue
Hinsdale, Illinois 60521

cc: Lance Malina
Village Attorney
Klein, Thorpe and Jenkins, Ltd
20 N Wacker Drive, Suite 1600
Chicago, IL 60606.

b. To the Library:

Library Director
Hinsdale Public Library
20 East Maple
Hinsdale, Illinois 60521

cc: Roger A. Ritzman
Peregrine, Stime, Newman, Ritzman & Bruckner, Ltd.
221 East Illinois Street
P. O. Box 564
Wheaton, Illinois 60189-0564

[Signatures on following page]

VILLAGE OF HINSDALE

By: _____
Thomas Cauley President

Date Signed: _____, 2018

Attest:

Christine Bruton, Village Clerk

Date Signed: _____, 2018

HINSDALE PUBLIC LIBRARY

By: _____
Julie Liesse, President

Date Signed: _____, 2018

Attest:

Laura Tortorello, Secretary

Date Signed: _____, 2018



REQUEST FOR BOARD ACTION

Public Services &
Engineering

AGENDA SECTION: First Read Agenda

SUBJECT: Capital Equipment Purchase – Mini Excavator

MEETING DATE: December 11, 2017

FROM: Mark Pelkowski, Public Services Superintendent of Water & Sewer

Recommended Motion

Waive the competitive bidding requirement in favor of the National Joint Powers Alliance ("NJPA") Purchasing Agreement with Atlas Bobcat and approve the purchase of a new mini excavator not to exceed \$49,878.00.

Background

Included in FY 2017-18 Capital Improvement Plan ("CIP") is \$115,000 for a new water main van that would be used for Water and Sewer operations (see attachment #4). The intent of the water main van was, in addition to having a single point where the water main equipment could be stored and transported, was to provide shelter for those employees responding to water main emergencies during inclement weather conditions. Public Services staff recommends the purchase of a mini excavator and trailer, in lieu of the previously budgeted water main van. The decision to choose a mini excavator over the van was completed after a review of the completed Public Services in-house projects and a discussion with front line operators, where staff deemed the purchase of a mini excavator to be a better option for the Department. Rather than a single use vehicle through a backhoe, a mini excavator will provide increased versatility for operations, and the ability to perform specific tasks without an extended response time or additional annual costs due to renting a similar piece of equipment.

Purpose & Benefits*Purpose*

The primary purpose for the proposed mini excavator is to provide improved efficiency and reduction in operating costs for the Water and Sewer Division through savings in restoration costs. Currently, the Water and Sewer Division has one (1) backhoe available to dig during emergency water main breaks and other repairs as needed. In the event that the backhoe breaks during an emergency water main repair, a mini excavator could be used as back up. A mini excavator would also provide flexibility in managing multiple digging operations at one time, such as multiple water main breaks occurring at once. The primary benefit of the mini excavator is the ability to fit in tight locations, where the backhoe is unable to perform.

Under Budget

The mini excavator and an accompanying water main response trailer that are proposed to be purchased in lieu of the water main van are \$40,122 under budget. Below is a breakdown of the costs and savings.

Item	Budget
FY 17-18 Budgeted Water Main Van	\$115,000
Proposed Purchase of Mini Excavator	\$49,878
Proposed Purchase of Water Main Response Trailer	Estimated \$25,000
Total Savings	\$40,122



REQUEST FOR BOARD ACTION

Reduced Property Damage

When water main and sewer repairs are in between houses in tight locations, a mini excavator is required. In the past, work that has been contracted out in between houses, have used a mini excavator. Specific examples of projects that were located in tight areas include;

1. A leak at 522 Pamela Circle
2. A leak at 55th and South Park Avenue
3. A sewer repair in the easement at 525 County Line Road
4. A water main break in the backyard of 540 The Lane

The mini excavator uses tracks instead of wheels, reducing the amount of damage to private property and parkways. As a result of the tracks for wheels, this reduces the amount of materials purchased and hours spent by staff conducting restoration work and repairs.

Minimized Work Zone and Improve Traffic Flow

During operations, the backhoe uses a large amount of space, requiring either a full street closure or full lane closure. A mini excavator is significantly smaller and has a zero (0) turn radius, which would only require the closure of half of a lane instead of a full lane or full street closure, minimizing traffic impact. A specific example is when sewer work was conducted between 55th Street and South Park Avenue, instead of a full road closure, only a partial was required due to the use of a mini excavator.

In-House Projects

As Public Services has been able to save costs and perform work for projects in-house, rather than contracting out, the mini excavator, which we currently rent at an approximate \$350.00 daily rate, has been a vital piece of equipment for in-house projects. A mini excavator can be utilized for the following work; catch basins, storm drains, storm connections, electrical streetlight faults and other operations. Public Services in the past has rented a mini excavator for the following recent projects;

1. The Astony Court Retention Wall
2. Dietz Park Trenching Drainage Project
3. The Burlington Fountain Repairs

The projects listed above required the use of a mini excavator, as the projects were smaller scale and had minimal amounts of area available to perform operations.

Public Services Interdivision Use

The primary purpose of the mini excavator is for the Water and Sewer Division operations, however, every Division within Public Services will benefit. Public Services at times is limited in its ability to conduct digging operations for multiple projects when the only backhoe is used during extended periods of time. For example, if there is an emergency water main break, the Water and Sewer Division requires the use of the backhoe for excavation, and at that time, other Divisions are unable to conduct work that requires digging and may need to reprioritize operations. The mini excavator would allow Divisions to conduct work quickly on other projects in lieu of having to post pone projects due to having one backhoe available at any given time. Displayed in the table below is a summary of the various tasks that can be completed with improved efficiency with the purchase of a mini excavator.

Example of uses for the mini excavator per Public Services Division		
Water	Streets	Forestry & Parks
Emergency responses to water main breaks	Parkway restorations	Tree planting

Precise buffalo box ("b-box") repairs	Ditching work	Stump removal
Allows for digging at locations for water main/storm sanitary sewer repairs that are unable to be reached by the large backhoe (Ex: repairs between houses, parkways)	Special Projects; such as the Astony Court Retention Wall, Dietz Park Drainage Project, and Burlington Fountain Repairs.	Baseball field maintenance
Parkway water main repairs	Concrete & asphalt removal in limited spaces	KLM creek bank ditching and head wall repairs
Storm sewer repairs	Underground streetlight repairs	

Maintenance

By purchasing the proposed mini excavator, this would reduce the maintenance of the currently owned backhoe, as the mini excavator would be able to be used primarily for smaller operations and the backhoe for large operations. Each piece of equipment can be used interchangeably, but will improve performance for each piece of equipment's specialties. The backhoe could also potentially experience a longer life span until being replaced as the mini excavator would reduce the number of equipment hours that would be otherwise placed on the backhoe for projects.

Reduction in Garage Storage Space Needed

With the purchase of the mini excavator and trailer, this will replace two (2) trailers that are currently used by Public Services, and also a JCB tractor that is no longer operable. The JCB trailer is no longer operable, and has been deemed surplus as it is too costly to repair and would be replaced by the mini excavator.

Discussion & Recommendation

Through the National Joint Powers Alliance ("NJPA") Joint Purchasing Agreement #042815-CEC (attachment #3), it is recommended to purchase the new mini excavator through Atlas Bobcat for \$49,878.00. The Village has used the NJPA purchasing agreement for past CIP items. The Village may enter an agreement under the NJPA Joint Purchasing Contract so that the competitive bid process has already been completed. The purchase of the water main response trailer will be presented in late winter or early spring of 2018 as the specifications are still being finalized.

Vendor	Price
Bobcat	\$49,878.00
McCann	\$49,985.00

Budget Impact

The purchase of the new mini excavator will be \$49,878.00 and trailer estimated at \$25,000, for a total of \$74,878 combined, which will be \$40,122 under budget compared to the water main van originally budgeted at \$115,000.

Village Board and/or Committee Action

N/A

Documents Attached

1. Atlas Bobcat Mini Excavator Quote
2. McCann Mini Excavator Quote
3. NJPA Agreement
4. Mini Excavator & Water Main Response Trailer CIP Pages

Five-Year Capital Additions/Changes

<u>Department:</u>	Public Services	<u>Fiscal Year:</u>	2022-23
<u>Program:</u>	6102 - Water/Sewer	<u>Amount:</u>	\$80,000
<u>Item:</u>	Upgrade SCADA System		

Justification: This item is the update of the proprietary SCADA system software, replacement of the main system computer, and programmable logic controllers ("PLC") upgrades. This project also includes replacement of a portable laptop computer that allows for secure remote access of the SCADA system to allow staff to make flow adjustments remotely, both during peak and off-peak use. With the SCADA system, the Department has the ability to monitor the water system 24 hours a day. The software and computer units are currently on a five (5) year rotation schedule and are necessary to ensure proper plant operations. The PLCs and radio telemetry are scheduled to be upgraded every ten (10) years. The SCADA system software and hardware will be replaced in early 2018.



SCADA Computer



AUTOMATIC SYSTEMS CO.

Thursday, November 09, 2017

Mr. Mark Pelkowski
Village of Hinsdale
217 Symonds Drive
Hinsdale, IL 60521-3489

Reference: SCADA Computer and PLC System Upgrade – Rev. 3

Dear Mark:

In accordance with your request during our meeting last week I am pleased to provide you with our updated SCADA Computer Hardware/Software Upgrade proposal.

A One (1) **SCADA Computer Workstations**, DELL, OptiPlex 7040 Minitower, 64 bit, i7-6700 Processor (Quad Core, 3.4GHz, 8MB) Dell USB Soundbar, Windows 10 Professional, Microsoft Office Professional 2016, and installation in place of the existing SCADA Computer Workstation. Includes 24" Dell Monitor and Dell 3 Year Basic Hardware Service with 3 Year NBD Onsite Service after Remote Diagnosis

Laptop Computer, Dell, Latitude 3580, 64 bit, i5-6200U Processor (4GHz, 2133 MHz DDR4), Windows 10 Professional, Microsoft Office Professional 2016, 15.6" HD Anti-Glare 500 GB Hard Drive, Dell Wireless.
Includes Dell 3 Year Basic Hardware Service with 3 Year NBD Onsite Service after Remote Diagnosis

DELL, OptiPlex 7040

Option – Dell 5 Year Basic Hardware Service with 5 Year NBD Onsite Service after Remote Diagnosis - \$95.00 Adder

Option – Dell 5 Year Accidental Damage Service – Protects your system from liquid spills, drops, falls and surges - \$113.00 Adder

Dell, Latitude 3580

Option – Dell 5 Year Accidental Damage Service – Protects your system from liquid spills, drops, falls and surges - \$425.00 Adder

MANUFACTURERS REPRESENTATIVES

☐ MAIN OFFICE P.O. BOX 120359
☐ BRANCH OFFICE P.O. BOX 787
☒ BRANCH OFFICE

SYSTEMS INTEGRATION

ST. PAUL, MINNESOTA 55112 PHONE 651-631-9005
AMES, IOWA 50010 PHONE 515-232-4770
CHICAGO, ILLINOIS PHONE 815-927-3386

INSTRUMENTATION

FAX (651) 631-0027
FAX (515) 232-0027
FAX (651) 631-0027

B One (1) Lot Human Machine Interface (HMI) Software License Upgrade including:

- One (1) Wonderware Intouch 2017 Runtime 1K Tag w/I/O Software License Version Upgrade to the latest version.
 1. Serial Numbers 985264, 985265

C One (1) Lot labor and configuration services to install new SCADA computer hardware and software in place of the existing SCADA workstations located at the Water Treatment Plant.

Proposed configuration services includes re-installation and configuration of software interface modules, load all existing HMI software with the most recent license upgrades and PC Anywhere in the new Workstations, commission and test for proper operation. The configuration services include the extensive hours required to convert the existing SLC 5/05 program to CompactLogix Tag addressing.

D One (1) SCADA Mobile Access Monitoring, for remote monitoring of your SCADA system while remote with an Apple IPAD Pro tablet. Proposed item includes the following:

- **Furnish, install and setup a Router/firewall with VPN** on the Water Treatment Plant SCADA Computer.
- **Furnish, install and setup one (1) Apple IPAD.** Proposed 16 GB IPAD Pro will include cellular and WIFI communications. IPAD can be used anywhere WIFI is available or where cell phone coverage is available providing the City elects to purchase and setup through their mobile phone carrier for the IPAD. Includes protective shield and case.
- **Setup and Owner Training of the IPAD.**

Your net price for Item A-D including one (1) year warranty from date of startup is..... <u>\$20,461.00 plus tax.</u>
--

E One (1) **Alarming Software**

- One (1) WIN-911 Bundle with TAPI Modem and Premium voice control

Note: Alarm Software for Telephony, E-mail,
Paging & 2-way SMS
Includes Premium Voice, XTools,
WIN-911/TAPI/USB external MultiTech USB
TAPI voice telephony modem and 1 Year
Software Maintenance and Support
Note: Requires Cellular Modem for SMS (not included)

Proposed configuration services includes configuration of software interface modules, commission and test for proper operation, configuration of the new WIN911 Alarm Dialer Software configured with all existing alarms.

Your net price for Item E including one (1) year warranty from date of startup is.....**\$8,040.00 plus tax.**

F Three (3) **New Replacement CompactLogix PLC's to replace existing SLC 5/05 PLC's at Main, Pump Station and Tower.**

- One (1) CompactLogix PLC's – Remove existing SLC 5/05 PLC's and replace with new PLC system. Reconfigured to communicate with New Ethernet MDS Radios and existing Panelview.
Includes new 5 port Ethernet switch.

Note: will re-use existing surge protection, power supply, fusing, relays, antennas, cable, connectors and terminal blocks.

Your net price for Item F including one (1) year warranty from date of startup is.....**\$49,795.00 plus tax.**

Project Total

Material Cost - \$40,215.00 Net

Labor Cost - \$38,081.00 Net

This pricing includes 1 Year parts and labor warranty

Please note, price does not include any sales or use tax, mobile wireless fees, surge protection and UPS units are not included.

If you wish to proceed with an order simply sign on the space provided below and return a copy to this office, upon receipt we will immediately proceed with equipment release and scheduling.

Thank you for the opportunity of providing you with this proposal. Should you have any questions or wish to get together to discuss in detail please don't hesitate to give me a call.

Sincerely,



Bryan Orr
Regional Manager



Bryan Orr | AUTOMATIC SYSTEMS CO.

REGIONAL MANAGER

PHONE 815-927-3386

MOBILE 815-298-5366

EMAIL BRYANO@AUTOMATICSYSTEMSCO.COM

Accepted by: _____ Date: _____

METROPOLITAN**PUMP COMPANY**
A Division of METROPOLITAN INDUSTRIES, INC.

37 FORESTWOOD DR. • ROMEVILLE, IL 60446-1343
 (815) 886-9200 • FAX (815) 886-4573
www.metropolitanind.com

TO: Mr. Mark Pelkowski
 Village of Hinsdale
 Water/Sewer Supervisor
 Hinsdale, Illinois
 630-789-7052 Office
 630-878-2022 Cell
mpelkowski@villageofhinsdale.org

QUOTATION

Page 1 of 1

PROJECT: Hinsdale Control Upgrade
 Hinsdale, Illinois
 BIDS DUE: ASAP
 ENGINEER: N/A

ALTERNATE BID

We are pleased to provide a QUOTE on the following equipment for the subject project.

Hinsdale Main Pump Station

Qty (1) Allen Bradley 1766-L32AWAA, PLC
 Qty (2) Allen Bradley 1762-1A8, 8 point 120 VAC Digital Input
 Qty (2) Allen Bradley 1762-OW16, 16 Point relay output
 Qty (1) Allen bradley 1762-OW8, 8 point relay output
 Qty (1) ZyXel USG60-NB, Firewall
 Qty (1) DaTa Radio Integra TR 242-4018-600, Radio
 Qty (1) MultiTech MT9234ZBA-NAM, Modem
 Qty (1) Nitron 108-X, 8 port Unmanaged ethernet switch
 Qty (1) Dell Laptop Computer
 Qty (1) Apple iPad
 Qty (1) Lot of misc. items.

Hinsdale Pressure Adjusting Station

Qty (1) Allen Bradley 1766-L32AWAA, PLC
 Qty (2) Allen Bradley 1762-IF4, 4 channel analog input
 Qty (1) Allen Bradley 1762-IQ16, 16 Point digital input
 Qty (2) 1762-OX6I, 6 point relay output (Isolated)
 Qty (2) Allen Bradley 1762-1A8, 8 point 120 VAC Digital Input
 Qty (1) Nitron 105-TX, 5 port unmanaged ethernet switch
 Qty (1) Lot of misc. items.

TERMS: Net 30 days from date of invoice. All invoices are payable in full when due, with no retainage allowed.

THIS QUOTATION, SUBJECT TO THE CONDITIONS ON THE REVERSE SIDE HEREOF, MAY BE ACCEPTED ONLY BY SIGNING ONE COPY OF THIS QUOTATION AND RETURNING IT TO METROPOLITAN PUMP CO. NOT LATER THAN THE DATE INDICATED ON THE FACE HEREOF AFTER WHICH THIS QUOTATION IS VOID. THIS QUOTATION AFTER ACCEPTANCE BY BUYER MAY BE CANCELLED BY EITHER PARTY WITH NO PENALTY ONLY IF ENGINEER FAILS TO APPROVE SELLERS APPROVAL BROCHURE.

Accepted:	_____	Quotation No:	1117N14423KT
Firm:	_____	Submitted:	11/30/2017
By:	_____	Void after:	30 days
Title:	_____	Prepared By:	Ken Turnquist

METROPOLITAN



PUMP COMPANY

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37 FORESTWOOD DR. • ROMEVILLE, IL 60446-1343
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QUOTATION

Page 2 of 2

PROJECT: Hinsdale Control Upgrade
Hinsdale, Illinois

The INSTRUMENTATION SYSTEM will include the following:

Hinsdale Stand Pipe Station

Qty (1) Allen Bradley 1766-L32BXBA, PLC
Qty (1) Allen Bradley 1762-IF4, 4 channel analog input
Qty (1) Data Radio Integra R, 242-4018-600, Radio
Qty (1) MultiTech MT9234ZBA-NAM, Modem
Qty (1) Delta DRPO24V060W1NZ, 24 VDC Clas 2 Power Supply
Qty (1) Lot of misc. items.

- * This quotation is based on the site visit only. No specification were provided.
- * This proposal includes only the items and services listed within this quotation.
- * Our approach is to upload existing program from existing OLCS, realign I/O with New ML 1400 and redownload.
- * We plan to reuse existing control software.
- * If by some chance we cannot upload, files will need to be provided by current integrator and/or Village of Hinsdale.
- * Rewriting of programs or modifying of programs is not included.
- * Existing Screens to be reused.
- * Installation of new AB PLC equipment in place of existing at 3 sites is included.
- * This is based on using Existing Verizon Service for WAN Connection provided by Village of Hinsdale. A new Verizon Service will not be provided by Metropolitan Industries.
- * Start up of new equipment is included.
- * Permits, Fees, Performance Bonding and Taxes are Not Included.

Our proposal is based on using the Metropolitan Cloud Based System, in lieu of using the existing SCADA software, but to reuse existing control software. Our Cloud based system will utilize the Lap Top computer and iPad included in the proposal instead of the existing desktop computer. Attached is our standard Cloud Based brochure for further information.

**Total Amount As Described For Equipment, Installation,
Programming and Start-Up is:**

\$58,545.00

Taxes Not Included

Monthly Cloud Service for 250 Tags at 10s Polling is:

\$20.00 / Month

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Firm:	_____	Submitted:	11/30/2017
By:	_____	Void after:	30 Days
Title:	_____	Prepared By:	Ken Turnquist

STANDARD CONDITIONS OF SALE
(Domestic Shipments)

1. TERMS

Standard terms are net thirty days from date of invoice. Products are sold F.O.B. Factory unless otherwise stated. A 2% per month service charge is added to overdue accounts.

It is understood that the purchaser agrees to pay any and all costs incurred in collecting delinquent accounts, including by way of illustration but not limited to: reasonable attorney fees; costs of witnesses and expert witnesses, including travel from point of origin and return, subsistence and recompense for time lost from regular occupation; court costs, depositions, transcripts, etc.

Quotations are subject to acceptance within thirty days from the date, and in the interim, are subject to changes in price or other particulars upon notice.

All offers to purchase, quotations, and contracts of sales are subject to final acceptance by Metropolitan Pump (hereinafter called the Company) at its office at Romeoville IL; and shall be and constitute an Illinois Contract, subject to the laws of the State of Illinois.

2. SALES AND SIMILAR TAXES

Sales, use, occupational, excise, or other similar taxes are not included in the prices quoted and if this transaction is subjected to any such tax by any taxing authority whatever, the same must be added to the purchase price.

3. DELIVERIES

The Company shall be under no liability for failure to make deliveries where such failure to deliver may be due to fires, strikes, accidents, labor or transportation difficulties, car shortage, failure to obtain deliveries of materials, action of any State, Federal or local governments or other causes beyond its reasonable control.

4. ESTIMATED SHIPPING WEIGHTS

The Company will not be responsible for the accuracy of shipping weights submitted in quotations, as these weights are estimated weights, for use in computing probable freight charges.

5. GUARANTEES

RATED OUTPUT

The Company guarantees that the apparatus manufactured by it will deliver successfully its output as indicated on the nameplate, provided such apparatus is properly installed and maintained, correctly lubricated, operated under normal conditions and with competent supervision.

REPLACEMENT OF DEFECTIVE MATERIAL

Any parts which show faulty workmanship or material will be repaired or replaced without charge. F.O.B. Company's works, provided such defects develop under normal and proper use within three months after date of shipment and provided Purchaser shall give notice in writing to the Company and a chance to inspect such defects before repairing or altering the product in any way. The correction of such defects by repair or replacement by the Company shall constitute a fulfillment of its obligation to the Purchaser.

NON-LIABILITY FOR LOSS OR DAMAGE

The Company will not be responsible for or liable for any loss or damage resulting from improper storage or handling prior to placing the apparatus in service and will not assume any responsibility, expense or liability for repairs made outside its works without proper written consent of the company. The Company will not be responsible or liable for any damage or loss resulting from installation or operation in any manner not complying with installation or operating instructions or drawings or with the ratings marked thereon.

CONTINGENT LIABILITY

The Company will not be responsible or liable in any way for consequential damage or contingent liability resulting from nondelivery, late delivery, function, malfunction or nonfunction or any equipment sold hereunder or resulting from any service provided or from malfeasance or nonfeasance of any service provided hereunder.

6. CHANGES

In event the Purchaser finds it necessary to make changes in the work to be performed hereunder, he may do so only by written order. If such changes cause an increase or decrease in the amount due for apparatus sold hereunder, or in the time required for completion of resulting order, an equitable adjustment shall be made and the order shall be modified accordingly.

7. TERMINATION

In the event Purchaser, due to good and sufficient cause, desires to effect cancellation of sales or services sold hereunder, notice shall be given in writing to the Company.

The Company shall thereupon, as directed, cease work and deliver to the Purchaser all completed and partially completed articles and materials and work in process. The Purchaser shall pay the Company the following:

(a) The price provided in the order for all articles or materials which have been completed prior to termination.

(b) Actual expenditures made by the Company in connection with the incompleting portion of the order, including reasonable cancellation charges paid by the Company for which it may be liable on account of commitments made under the order.

(c) Reasonable estimated profits on the incompleting portion of the order multiplied by the percentage of completion of the incompleting portion of the order.

8. DEFERRED DELIVERIES

Deferred deliveries are subject to Company's approval. Should the Purchaser for good and sufficient cause desire that we hold up or defer deliveries until some later day, same shall be acceptable on the following conditions only:

(a) Deferral period is not to exceed sixty days, at the end of which time, if no release is given, Company reserves the right to render invoice and make shipment of the completed portion of order to destination specified in Purchaser's order, or to warehouse such apparatus at Purchaser's expense.

(b) On the incompleting portion of the order, if release is not given by the Purchaser at the expiration of sixty days, the Company reserves the right to make a cancellation charge on the same conditions and terms of payment as outlined above under "Termination."

9. PATENTS

The Company certifies that to the best of its knowledge the apparatus sold hereunder does not infringe any Letters Patent granted to others by the United States of America or by any country foreign thereto. The Company does not assume any responsibility or liability for any claim of infringement brought against the Purchaser, its successors, assigns, customers or users of its product.

10. PAYMENTS

If, in the judgment of the Company, the financial condition of the Purchaser at any times does not justify continuance of the production or shipment on the terms of payment specified, the Company may require full or partial payment in advance.

Pro rata payments shall become due as shipments are made. If shipments are delayed by the Purchaser, payments shall become due from date when the Company is prepared to make shipment. If manufacture is delayed by the Purchaser, payment shall be made based on the contract price and the percentage of completion. Apparatus held for the Purchaser shall be at the risk and expense of the Purchaser.

11. FEDERAL AND STATE LAWS

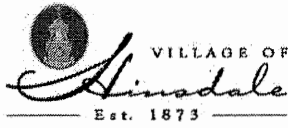
The Company, to the best of its knowledge, is complying with The Fair Labor Standards Act, Public Contracts Act and all other applicable State and Federal Laws, and the orders and regulations issued thereunder.

12. GENERAL

There are no understandings, agreements or warranties, either verbal or written, relating to the apparatus sold hereunder that are not fully expressed herein and no change in the terms hereof may be made except by a writing signed by both parties.

No statement, recommendation or assistance made or offered by Company through its representatives to the Purchaser or his representatives in connection with the use of any product sold by us shall be or constitute a waiver by Company of any of the provisions hereof or change the purchaser's liability as herein defined.

Seller represents that with respect to the production of the articles and/or the performance of the services covered by this proposal, it has fully complied with Section 12 (a) of the Fair Labor Standards Act of 1938, as amended.

Public Services &
Engineering

AGENDA SECTION: First Read Agenda

SUBJECT: Capital Equipment Purchase – Mini Excavator

MEETING DATE: December 11, 2017

FROM: Mark Pelkowski, Public Services Superintendent of Water & Sewer

Recommended Motion

Waive the competitive bidding requirement in favor of the National Joint Powers Alliance ("NJPA") Purchasing Agreement with Atlas Bobcat and approve the purchase of a new mini excavator not to exceed \$49,878.00.

Background

Included in FY 2017-18 Capital Improvement Plan ("CIP") is \$115,000 for a new water main van that would be used for Water and Sewer operations (see attachment #4) The intent of the water main van was, in addition to having a single point where the water main equipment could be stored and transported, was to provide shelter for those employees responding to water main emergencies during inclement weather conditions. Public Services staff recommends the purchase of a mini excavator and trailer, in lieu of the previously budgeted water main van. The decision to choose a mini excavator over the van was completed after a review of the completed Public Services in-house projects and a discussion with front line operators, where staff deemed the purchase of a mini excavator to be a better option for the Department. Rather than a single use vehicle through a backhoe, a mini excavator will provide increased versatility for operations, and the ability to perform specific tasks without an extended response time or additional annual costs due to renting a similar piece of equipment.

Purpose & Benefits***Purpose***

The primary purpose for the proposed mini excavator is to provide improved efficiency and reduction in operating costs for the Water and Sewer Division through savings in restoration costs. Currently, the Water and Sewer Division has one (1) backhoe available to dig during emergency water main breaks and other repairs as needed. In the event that the backhoe breaks during an emergency water main repair, a mini excavator could be used as back up. A mini excavator would also provide flexibility in managing multiple digging operations at one time, such as multiple water main breaks occurring at once. The primary benefit of the mini excavator is the ability to fit in tight locations, where the backhoe is unable to perform.

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1. A leak at 522 Pamela Circle
2. A leak at 55th and South Park Avenue
3. A sewer repair in the easement at 525 County Line Road
4. A water main break in the backyard of 540 The Lane

The mini excavator uses tracks instead of wheels, reducing the amount of damage to private property and parkways. As a result of the tracks for wheels, this reduces the amount of materials purchased and hours spent by staff conducting restoration work and repairs.

Minimized Work Zone and Improve Traffic Flow

During operations, the backhoe uses a large amount of space, requiring either a full street closure or full lane closure. A mini excavator is significantly smaller and has a zero (0) turn radius, which would only require the closure of half of a lane instead of a full lane or full street closure, minimizing traffic impact. A specific example is when sewer work was conducted between 55th Street and South Park Avenue, instead of a full road closure, only a partial was required due to the use of a mini excavator.

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Public Services Interdivision Use

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Water	Streets	Forestry & Parks
Emergency responses to water main breaks	Parkway restorations	Tree planting

Precise buffalo box ("b-box") repairs	Ditching work	Stump removal
Allows for digging at locations for water main/storm sanitary sewer repairs that are unable to be reached by the large backhoe (Ex: repairs between houses, parkways)	Special Projects; such as the Astony Court Retention Wall, Dietz Park Drainage Project, and Burlington Fountain Repairs.	Baseball field maintenance
Parkway water main repairs	Concrete & asphalt removal in limited spaces	KLM creek bank ditching and head wall repairs
Storm sewer repairs	Underground streetlight repairs	

Maintenance

By purchasing the proposed mini excavator, this would reduce the maintenance of the currently owned backhoe, as the mini excavator would be able to be used primarily for smaller operations and the backhoe for large operations. Each piece of equipment can be used interchangeably, but will improve performance for each piece of equipment's specialties. The backhoe could also potentially experience a longer life span until being replaced as the mini excavator would reduce the number of equipment hours that would be otherwise placed on the backhoe for projects.

Reduction in Garage Storage Space Needed

With the purchase of the mini excavator and trailer, this will replace two (2) trailers that are currently used by Public Services, and also a JCB tractor that is no longer operable. The JCB trailer is no longer operable, and has been deemed surplus as it is too costly to repair and would be replaced by the mini excavator.

Discussion & Recommendation

Through the National Joint Powers Alliance ("NJPA") Joint Purchasing Agreement #042815-CEC (attachment #3), it is recommended to purchase the new mini excavator through Atlas Bobcat for \$49,878.00. The Village has used the NJPA purchasing agreement for past CIP items. The Village may enter an agreement under the NJPA Joint Purchasing Contract so that the competitive bid process has already been completed. The purchase of the water main response trailer will be presented in late winter or early spring of 2018 as the specifications are still being finalized.

Vendor	Price
Bobcat	\$49,878.00
McCann	\$49,985.00

Budget Impact

The purchase of the new mini excavator will be \$49,878.00 and trailer estimated at \$25,000, for a total of \$74,878 combined, which will be \$40,122 under budget compared to the water main van originally budgeted at \$115,000.

Village Board and/or Committee Action

N/A

Documents Attached

1. Atlas Bobcat Mini Excavator Quote
2. McCann Mini Excavator Quote
3. NJPA Agreement
4. Mini Excavator & Water Main Response Trailer CIP Pages

**Product Quotation**

Quotation Number: 28311D028464

Date: 2017-11-28 13:03:41

Ship to	Bobcat Dealer	Bill To
Village of Hinsdale Attn: Shawn Johnson 19 E. Chicago Ave. Hinsdale, IL 60521 Phone: (630) 789-7044 Fax: (630) 789-7046	Atlas Bobcat, Elk Grove Village, IL 1160 MCCABE AVE ELK GROVE VILLAGE IL 60007 Phone: (847) 678-3633 Fax: (847) 678-3587 ----- Contact: Todd Swartz Phone: 847-678-3633 Fax: 847-678-3587 Cellular: 847-529-1191 E Mail: tswartz@atlasbobcat.com	Village of Hinsdale Attn: Shawn Johnson 19 E. Chicago Ave. Hinsdale, IL 60521 Phone: (630) 789-7044 Fax: (630) 789-7046

Description	Part No	Qty	Price Ea.	Total
E35 25HP ZTS Bobcat Compact Excavator <i>T1263 S/N B3Y211967</i> 24.8 HP Tier 4 Auto Idle Auto-Shift, 2-Speed Travel Auxiliary Hydraulics, Selectable Flow with Boom Mounted Flush Face Quick Couplers Canopy Includes: Cup Holder, Retractable Seat Belt, Suspension Seat with High Back Roll Over Protective Structure (ROPS)- Meets Requirements of ISO 12117-2: 2008 Tip Over Protective Structure (TOPS) - Meets Requirements of ISO 12117: 2000 Falling Object Protective Structure (FOPS) - Meets Requirements of ISO 10262 Control Console Locks Control Pattern Selector Valve (ISO/STD) Dozer Blade with Float	M3311	1	\$33,586.00	\$33,586.00
	Engine/Hydraulic Monitor with Shutdown Fingertip Auxiliary Hydraulic Control Fingertip Boom Swing Control Horn Hydraulic Joystick Controls Rubber Track Spark Arrestor Exhaust System Tier 4, Non DPF Vandalism Protection Warranty: 12 Months, Unlimited Hours Work Lights X-Change (Attachment Mounting System) Zero Tail Swing			
A20 Option Package	M3311-P01-A20	1	\$4,012.00	\$4,012.00
Enclosed Cab with HVAC	Cloth Suspension Seat			
Hydraulic X-Change	M3311-R06-C03	1	\$1,098.00	\$1,098.00
Travel Motion Alarm	M3311-R11-C02	1	\$200.00	\$200.00
Telematics US	M3311-R51-C02	1	\$0.00	\$0.00
12" Base Class 3	M7024	1	\$125.00	\$125.00
--- 12" X-Change Severe Duty Trenching Bucket, Class 3	M7024-R01-C02	1	\$609.00	\$609.00
24" MX3 XCHG TEETH	7323530	1	\$864.00	\$864.00
24" MX3 XCHG SMOOTH	7323529	1	\$864.00	\$864.00
Description	Part No	Qty	Price Ea.	Total
3612 Cronkhite, 16,200 GVWR, 81" Wide, 5' Stationary, 16' Tilt Oak Deck, 3 Foot Bevertail with knife edge, Chain Basket, Pintle Hitch, Self Adjusting Brakes, LED Lights, Black in Color, 7 way RV Plug,		1	\$8,400.00	\$8,400.00
Total of Items Quoted				\$49,758.00
Other Charges: Municipal Plates and Title				\$120.00
Quote Total - US dollars				\$49,878.00

Notes:

NJPA CONTRACT # 042815-CEC

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes.
Customer must exercise his purchase option within 30 days from quote date.

Customer Acceptance:

Purchase Order: _____

Authorized Signature:

Print: _____ **Sign:** _____ **Date:** _____

**Bolingbrook**

250 E Frontage Rd
Bolingbrook, IL 60440
Ph (630) 739-7770
Fx (630) 739-7699

McHenry

4102 W Crystal Lake Rd
McHenry, IL 60050
Ph (815) 385-0420
Fx (815) 385-2975

Schererville

1133 Indianapolis Blvd
Schererville, IN 46375
Ph (219) 865-6545
Fx (219) 865-0269

QUOTATION

Contact:	Mark Pelkowski	Title:	Water / Sewer Superintendent	
Name:	Village of Hinsdale	Date:	11/14/2017	
Address:	19 E. Chicago Ave.			
City:	Hinsdale	State:	IL	Zip: 60521
Phone:	630-878-2022	Fax:		
Email:	mpelkowski@villageofhinsdale.org			

It is my pleasure to submit the following proposal for your consideration:

MODEL:	CASE CX31 B Compact Excavator - NJPA	\$	49,985.00
---------------	---	-----------	------------------

STANDARD EQUIPMENT

OPERATOR'S COMPARTMENT

ROPS/FOPS three post canopy
Operator's controls:
Pilot operated hand controls and foot pedals
Display includes:
Engine oil pressure, water temperature lamp,
air filter lamp, water separator detection
lamp, low fuel warning lamp, battery charge
lamp, glow plug indicator lamp, water
temperature gauge, fuel gauge
and hourmeter
Adjustable seat with seat belt
Arm rests

ENGINE

Yanmar 3TNV88F-ESHYB
4 Cycle
Water cooled
Direct injection
One touch decelerator
Engine access under rear hood
Dry type air cleaner with restriction indicator
Glow plug starting aid

ELECTRICAL

12-volt electrical starting system
Heavy-duty battery
Horn

HYDRAULICS

Auxiliary hydraulics (single/bi-directional) and
plumbing to arm
Large hydraulic oil cooler
Control pattern selector valve
TRACK DRIVE
Rubber tracks
Automatic 2 speed travel
Fully hydrostatic drive system
Sealed and lubricated track rollers
Track tension adjustment (grease type)
Disc type parking brake (auto release and apply)

UPPER STRUCTURE

Zero tail swing
Swing lock
Swing brake
Swing shock valve
2 Speed Travel
Swing boom (70° left/60° right)

OPERATOR'S COMPARTMENT

Cab enclosure with heat and air conditioning
AM FM Stereo

BUCKETS

12", 24" and 36" Buckets Included

Hydraulic Quick Attach Coupler

Hydraulic backfill blade

Ken Schmidt - 630-878-8396

Account Manager's Signature

This quote is good for 30 days.

Price is plus applicable tax.

Attachment #3

Contract Award
RFP #042815

FORM D



Formal Offering of Proposal
(To be completed Only by Proposer)

MEDIUM DUTY AND COMPACT CONSTRUCTION AND MAINTENANCE EQUIPMENT WITH RELATED ATTACHMENTS, ACCESSORIES, AND SUPPLIES

In compliance with the Request for Proposal (RFP) for MEDIUM DUTY AND COMPACT CONSTRUCTION AND MAINTENANCE EQUIPMENT WITH RELATED ATTACHMENTS, ACCESSORIES, AND SUPPLIES the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby propose, fully commit and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they accept the full responsibility as the sole source of responsibility of the proposed response herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this proposal is the sole responsibility of the Proposer.

Company Name: Link Equipment Company dba Robert Cummings & Associates Date: 5/14/2015
Company Address: 2300 East Brantley Drive
City: West Fargo State: ND Zip: 58078
Contact Person: Randy Fuss Title: Government Accounts Manager
Authorized Signature (ink only): [Signature] Randy Fuss
(Name printed or typed)



Contract Acceptance and Award

(To be completed only by NJPA)

NJPA/042815 MEDIUM DUTY AND COMPACT CONSTRUCTION AND MAINTENANCE EQUIPMENT WITH RELATED ATTACHMENTS, ACCESSORIES, AND SUPPLIES

Clark Equipment Company dba Bobcat Company & Doosan Infracore
Proposer's full legal name

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective start date of the Contract will be May 19th, 20 15 and continue for four years from the board award date. This contract has the consideration of a fifth year renewal option at the discretion of NJPA.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature: [Signature] Dr. Chad Coanette
NJPA Executive Director (Name printed or typed)

Awarded this 19th day of May, 20 15 NJPA Contract Number 042815-CEC

NJPA Authorized signature: [Signature] Scott Veronen
NJPA Board Member (Name printed or typed)

Executed this 19th day of May, 20 15 NJPA Contract Number 042815-CEC

Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

Vendor Name Clark Equipment Company dba Bobcat and Doosan

Vendor Authorized signature: [Signature] Randy L. Fuss
(Name printed or typed)

Title: Government Accounts Manager

Executed this 2nd day of JUNE, 20 15 NJPA Contract Number 042815-CEC

Five-Year Capital Additions/Changes

<u>Department:</u>	Public Services	<u>Fiscal Year:</u>	2017-18 (Unbudgeted New Item)
<u>Program:</u>	6102 - Water/Sewer	<u>Amount:</u>	\$50,000
<u>Item:</u>	Purchase Mini Excavator		

Justification: A mini excavator has been recommended to be purchased, in lieu of the water main van scheduled to be purchased in FY 2017-2018. The mini excavator would be utilized for excavation in locations that the backhoe may not be able to fit. The mini excavator would allow for precise digging for jobs that only a minimal amounts of space is available, but must be completed. The proposed unit would also be used for restoration work for utility repairs, street, and forestry tasks. This mini excavator would replace the outdated 1998 JCB Tractor mini excavator; once this item is purchased the 1998 model will be sold.



Police Department

AGENDA SECTION: First Reading – ZPS

SUBJECT: Installation of Yield Signs – Seventh Street and Bruner

MEETING DATE: December 11, 2017

FROM: Thomas Lillie, Deputy Chief of Police

Recommended Motion

Approve an Ordinance Amending Section 6-12-4 of the Village Code of Hinsdale to allow for the installation of Yield Signs for east and west Seventh Street at Bruner.

Background

A concerned resident inquired on the installation of Stop Signs at the uncontrolled intersection of Seventh and Bruner. The resident reported near-miss collisions on a regular basis along with motorist confusion due to lack in controls. As a result, staff conducted formal study to provide data (attached), which included the required areas of volume, crash history, and line of sight considerations.

Discussion & Recommendation

When considering the addition of traffic control devices and their installation, staff relies on the Manual on Uniform Traffic Control Devices (MUTCD). The MUTCD, under the authority of the U.S. Department of Transportation, lists warrants or requirements which must be met prior to the installation of any traffic controlling device or signage. The Village relies upon the MUTCD as the local authoritative guiding principle for local roadways. Though the criterion was not met to install a Stop Sign, the MUTCD states that a Yield Sign should be used at an intersection of a less important road with a main road, where application of the normal right-of-way rule would not be expected to provide reasonable compliance with the law.

Based upon the findings of the attached study, an evaluation of adjacent intersections within the grid and a review of the federal guidelines for the installation of Yield signs, it is the recommendation of staff to install Yield signs for east and west Seventh St. at Bruner.

Budget Impact

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

Village Board and/or Committee Action

N/A

Documents Attached

1. Intersection Study
2. Proposed Ordinance
3. Map of controlled intersections west of Madison

Seventh & Bruner

Intersection Study

Officer Grant McElroy
Friday, December 8, 2017

Present Conditions:

This intersection is currently uncontrolled and does not have any sidewalks. No site obstructions were identified during the preliminary intersection review. No parking restrictions are posted on either one of the roadways. The speed limits for the roadways are 25 MPH.

Traffic Volume:

Vehicle counts were collected for S. Bruner Street and W. Seventh Street over a 48 hour period in December of 2017. The data was averaged into a virtual 24 hour period, which resulted in the identification of the major and minor streets along with the following traffic volume totals:

S. Bruner Street (Major Street):

Northbound	Southbound	Total
292	293	585

W. Seventh Street (Minor Street):

Eastbound	Westbound	Total
179	156	335

Crashes:

A total of one crash occurred at this intersection in the past five years. This was an eastbound vs southbound crash that did not result in injuries and occurred in August of 2013. This crash was a *right-angle collision* involving two (2) residents, residing within blocks of the crash site.

Conclusions/Recommendations:

The Hinsdale Police Department recommends erecting yield signs on W. Seventh Street at S. Bruner Street. The Manual for Uniform Traffic Control Devices indicates a yield or stop sign should be installed at uncontrolled intersection when it is believed drivers will not comply with standard right-of-way laws, regardless of crash quantity or traffic volumes.

There are twenty-eight (28) four-way intersections west of Madison Street and between Eighth and Hinsdale Avenue. Twenty-seven (27) of those intersections are controlled by either a Stop Sign or Yield. Seventh and Bruner is the only uncontrolled intersection within the grid. This is inconsistent with the surrounding intersections that likely collect the same traffic volume given their proximity.

Four-way uncontrolled intersections are a routine concern for the residents of Hinsdale. Staff regularly fields calls and complaints from residents; insistent that the absence of controls makes intersections less safe and are impractical within the community. Residents who live near uncontrolled intersections report that drivers have a lack of understanding how uncontrolled

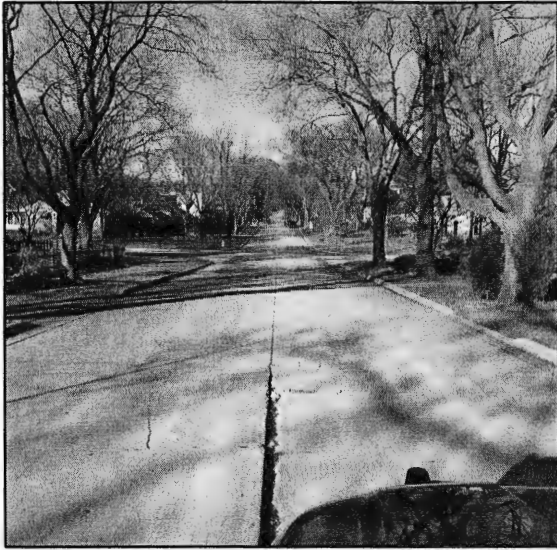
intersections operate and inadvertently “designate” a roadway as automatically having the right-of-way. This is apparent when residents report drivers who frequently travel full speed through uncontrolled intersections without slowing. Hinsdale Patrol Officers observe these driving behaviors but cannot take enforcement unless there is a clear right-of-way violation which would require two vehicles entering the intersection at nearly same time.

Staff recommend installing two red or orange flags above the yield signs with the flags oriented on a 45 degree angle for a period of 90 days. Staff does not recommend *Yield Ahead* signs because the new Yield signs will be clearly visible and the Manual for Uniform Traffic Control Devices indicates regulatory and warning signs should be used conservatively to prevent a loss of their effectiveness.

Overhead Satellite Image of the Intersection:



Northbound Bruner Approach



Southbound Bruner Approach



Eastbound Seventh Approach



Westbound Seventh Approach



ORDINANCE NO. _____

**AN ORDINANCE AMENDING SECTION 6-12-4
OF THE VILLAGE CODE OF HINSDALE**

WHEREAS, the President and Board of Trustees of the Village of Hinsdale have studied the intersection of Seventh Street and Bruner Street and believe it to be in the best interests of the Village to erect yield signs at the east and westbound bound intersection of Seventh Street at Bruner Street.

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

Section 1. Recital. The foregoing recital is incorporated herein as a finding of the President and Board of Trustees.

Section 2. Amendment to Section 6-12-3. Section 6-12-4 of the Village Code of Hinsdale shall be, and it is hereby, amended by adding thereto, in proper alphabetical order the following:

SEVENTH AT BRUNER STREET– EASTBOUND AND WESTBOUND

Section 3. Signs. The Police Department is hereby authorized and directed to erect appropriate signs on the above named streets.

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

PASSED

AYES:

NAYS:

ABSENT:

APPROVED this _____ day of _____, 2017

Village President

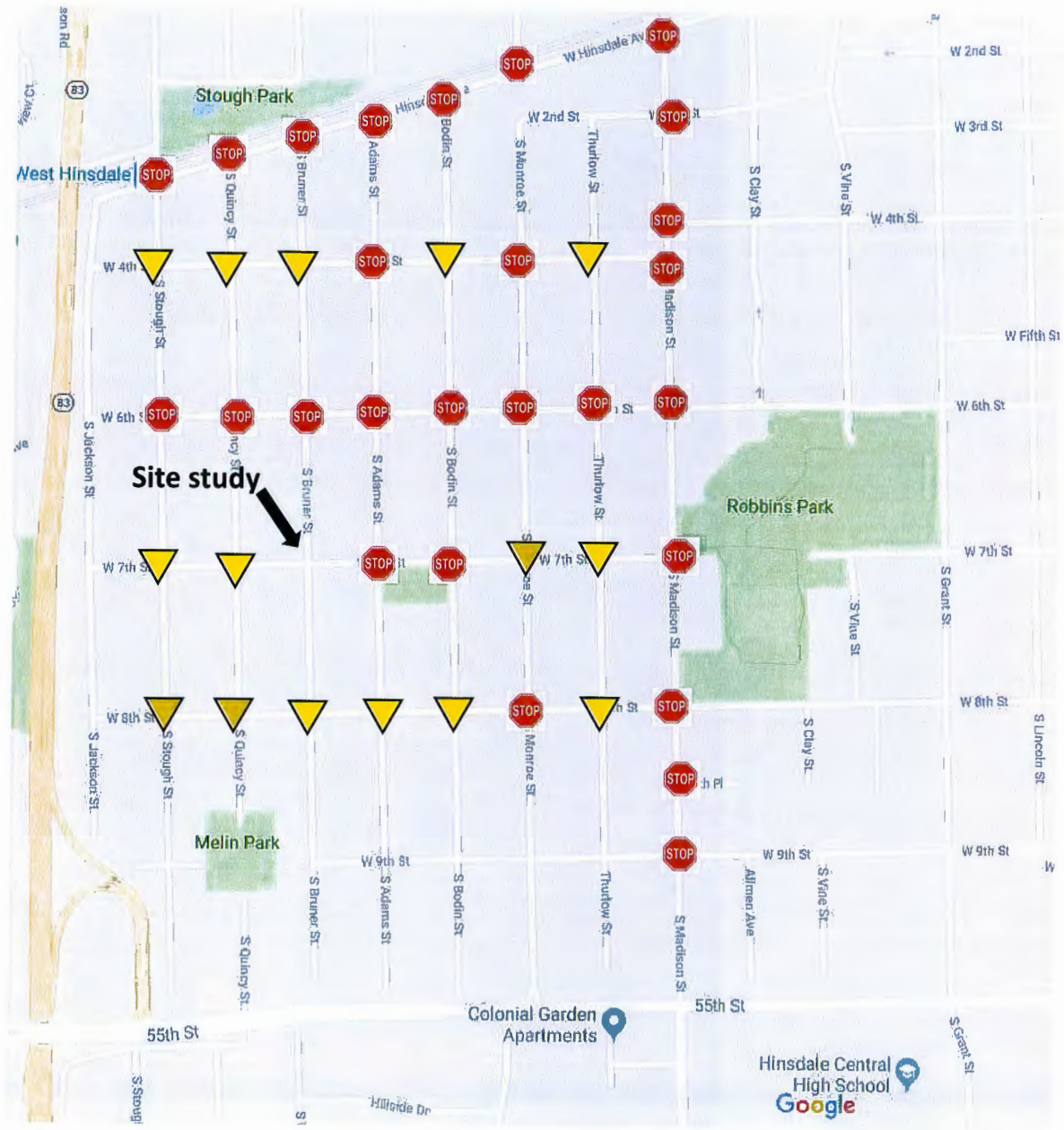
ATTEST:

Village Clerk

Key:

▼ = yield

STOP = stop sign





AGENDA SECTION: First Reading – ZPS

SUBJECT: Map Amendment and Tentative Plat of Subdivision
540 W. Ogden Avenue – Kensington School - 4 Acre R-4 Lot
Request to Subdivide and Amend into Six R-4 Lots and One O-2 Lot

MEETING DATE: December 11, 2017

FROM: Chan Yu, Village Planner

Recommended Motion

Approve a referral to Plan Commission for review and consideration of a Map Amendment and concurrent Plat of Subdivision at 540 W. Ogden Avenue, to subdivide and rezone approximately 1.85 acres to an O-2 Limited Office District lot and subdivide approximately 2.15 acres into six R-4 Single Family District lots.

Background

The Village of Hinsdale has received an application from Charles Marlas, of Kensington School, requesting approval for a Map Amendment and concurrent Tentative Plat of Subdivision to 540 W. Ogden Avenue. The subject property has been vacant for over 10 years, is currently zoned R-4 Single Family Residential and is 172,640 SF (4 acres) in area.

The request is to subdivide the southern half of the lot, 2.15 acres in area, into 6 code compliant R-4 residential lots. The land use to the east and south of the proposed residential lots are also R-4 residential. The entrance into the proposed new cul-de-sac is on Monroe Street. The permitted height of single family homes in the R-4 district is 3 stories/35 feet, and is taller than the planned 1-story/23 foot tall Kensington School at the northern half of the lot.

The application proposes to subdivide 1.85 acres of the northern half of the lot, facing Ogden Avenue, and amend the zoning from R-4 residential to an O-2 office district. On Ogden Avenue, the subject property would be east of an O-2 parcel at 550 W. Ogden Avenue and southwest of an O-2 parcel at 501 W. Ogden Avenue. Per the code, the bulk and height regulations of the O-2 district encourage development that is architecturally consistent with smaller sites and compatible with nearby residential uses.

Should the Map Amendment and tentative Plat of Subdivision application be approved, the applicant plans to apply for a final Plat of Subdivision, and concurrent Exterior Appearance/Site Plan and Special Use Permit to construct a new 15,000 SF, 23-foot tall, one-story child daycare school. The proposed child daycare school use requires a Special Use permit in the O-2 district. A site plan and elevations of the proposed school are included.

Discussion & Recommendation

Should the Board feel the request merits a hearing and consideration by the Plan Commission (PC), the Board should refer the application packet for the PC to schedule a public hearing for review and recommendation.



REQUEST FOR BOARD ACTION

Should the Board find the request does not merit a hearing and consideration by the PC, the vote of four (4) members of the Board shall be necessary to summarily deny the application.

Village Board and/or Committee Action

N/A

Documents Attached

1. Map Amendment, Tentative Subdivision Plan and Plan Commission Applications
2. Zoning Map and Project Location
3. Zoning Map highlighting the O-2 District locations
4. Zoning Code Section 6-101 Purposes: Office Districts
5. Parcel Aerial Map and Birds Eye View of 540 W. Ogden Avenue



VILLAGE OF HINSDALE
COMMUNITY DEVELOPMENT
DEPARTMENT

PLAN COMMISSION APPLICATION

I. GENERAL INFORMATION

Applicant

Name: KENSINGTON SCHOOL
Address: 743 MCCLINTOCK DRIVE
City/Zip: BURR RIDGE 60527
Phone/Fax: (630) 990 / 8000
E-Mail: CMARLAS@KENSINGTONSCHOOL.COM

Owner

Name: MIH, LLC
Address: 820 DAVIS STREET
City/Zip: EVANSTON, IL 60201
Phone/Fax: (847) 558 / 2532
E-Mail: MITCHELL@BUILDERSNAB.COM

Others, if any, involved in the project (i.e. Architect, Attorney, Engineer)

Name: LANCE LAUDERDALE
Title: ARCHITECT
Address: 743 MCCLINTOCK DR
City/Zip: BURR RIDGE, 60527
Phone/Fax: (630) 990 / 8000
E-Mail: LANCELAUDERDALE@GMAIL.COM

Name: JAMES KAPUSTIAK
Title: CIVIL ENGINEER
Address: 9575 HIGGINS RD. STE 700
City/Zip: ROSEMONT, IL 60018
Phone/Fax: (847) 696 / 4065
E-Mail: JCAPUSTIAK@SPACECOINC.COM

Disclosure of Village Personnel: (List the name, address and Village position of any officer or employee of the Village with an interest in the owner of record, the Applicant or the property that is the subject of this application, and the nature and extent of that interest)

- 1) _____
- 2) _____
- 3) _____

II. SITE INFORMATION

Address of subject property: 540 W OGDEN AVE, HINSDALE, IL 60521

Property identification number (P.I.N. or tax number): 09 - 02 - 213 - 001/2/3/4

Brief description of proposed project: 4 ACRE PARCEL TO BE SUBDIVIDED AS APPROX 1.85 ACRES O-2
WITH A SPECIAL USE FOR DAYCARE. REMAINING 2.15 ACRES TO REMAIN R-4 SUBDIVIDED INTO 6 HOME SITES.

General description or characteristics of the site: SE CORNER OF OGDEN AVENUE AND MONROE
VACANT PROPERTY.

Existing zoning and land use: R-4

Surrounding zoning and existing land uses:

North: IB & O2

South: R-4

East: R-4

West: O-2

Proposed zoning and land use: O2 & R-4

Please mark the approval(s) you are seeking and attach all applicable applications and standards for each approval requested:

☒ Site Plan Approval 11-604

☒ Map and Text Amendments 11-601E
Amendment Requested: _____

☐ Design Review Permit 11-605E

☐ Exterior Appearance 11-606E

☐ Planned Development 11-603E

☒ Special Use Permit 11-602E
Special Use Requested: DAY CARE

☐ Development in the B-2 Central Business District Questionnaire

TABLE OF COMPLIANCE

Address of subject property: 540 W OGDEN AVE

The following table is based on the O2 Zoning District.

	Minimum Code Requirements	Proposed/Existing Development
Minimum Lot Area (s.f.)	25,000	78,085
Minimum Lot Depth	125	223
Minimum Lot Width	100	297
Building Height	40	23
Number of Stories	3	1
Front Yard Setback	100	110
Corner Side Yard Setback	25	64
Interior Side Yard Setback	10	48
Rear Yard Setback	20	56
Maximum Floor Area Ratio (F.A.R.)*	39,542SF .50	15,000SF .19
Maximum Total Building Coverage*	n/a	15000
Maximum Total Lot Coverage*	63,268SF .80	57,732SF .73
Parking Requirements	39	36
Parking front yard setback	25	10
Parking corner side yard setback	25	37
Parking interior side yard setback	10	10
Parking rear yard setback		NA
Loading Requirements	1	0
Accessory Structure Information		

* Must provide actual square footage number and percentage.

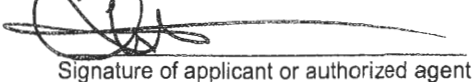
Where any lack of compliance is shown, state the reason and explain the Village's authority, if any, to approve the application despite such lack of compliance: _____

CERTIFICATION

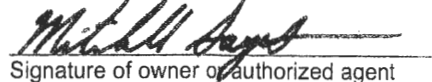
The Applicant certifies and acknowledges and agrees that:

- A. The statements contained in this application are true and correct to the best of the Applicant's knowledge and belief. The owner of the subject property, if different from the applicant, states that he or she consents to the filing of this application and that all information contained in this application is true and correct to the best of his or her knowledge.
- B. The applicant understands that an incomplete or nonconforming application will not be considered. In addition, the applicant understands that the Village may require additional information prior to the consideration of this application which may include, but is not limited to, the following items:
1. Minimum yard and setback dimensions and, where relevant, relation of yard and setback dimensions to the height, width, and depth of any structure.
 2. A vehicular and pedestrian circulation plan showing the location, dimensions, gradient, and number of all vehicular and pedestrian circulation elements including rights-of-way and streets; driveway entrances, curbs, and curb cuts; parking spaces, loading spaces, and circulation aisles; sidewalks, walkways, and pathways; and total lot coverage of all circulation elements divided as between vehicular and pedestrian ways.
 3. All existing and proposed surface and subsurface drainage and retention and detention facilities and all existing and proposed water, sewer, gas, electric, telephone, and cable communications lines and easements and all other utility facilities.
 4. Location, size, and arrangement of all outdoor signs and lighting.
 5. Location and height of fences or screen plantings and the type or kind of building materials or plantings used for fencing or screening.
 6. A detailed landscaping plan, showing location, size, and species of all trees, shrubs, and other plant material.
 7. A traffic study if required by the Village Manager or the Board or Commission hearing the application.
- C. The Applicants shall make the property that is the subject of this application available for inspection by the Village at reasonable times;
- D. If any information provided in this application changes or becomes incomplete or inapplicable for any reason following submission of this application, the Applicants shall submit a supplemental application or other acceptable written statement containing the new or corrected information as soon as practicable but not less than ten days following the change, and that failure to do so shall be grounds for denial of the application; and
- E. The Applicant understands that he/she is responsible for all application fees and any other fees, which the Village assesses under the provisions of Subsection 11-301D of the Village of Hinsdale Zoning Code as amended April 25, 1989.
- F. THE OWNER OF THE SUBJECT PROPERTY AND, IF DIFFERENT, THE APPLICANT ARE JOINTLY AND SEVERALLY LIABLE FOR THE PAYMENT OF THE APPLICABLE APPLICATION FEE. BY SIGNING THE APPLICATION, THE OWNER HAS AGREED TO PAY SAID FEE, AND TO CONSENT TO THE FILING AND FORECLOSURE OF A LIEN AGAINST SUBJECT PROPERTY FOR THE FEE PLUS COSTS OF COLLECTION, IF THE ACCOUNT IS NOT SETTLED WITHIN THIRTY (30) DAYS AFTER THE MAILING OF A DEMAND FOR PAYMENT.

On the 28th day of Nov., 2017, I/We have read the above certification, understand it, and agree to abide by its conditions.


Signature of applicant or authorized agent

Charles MacLus
Name of applicant or authorized agent

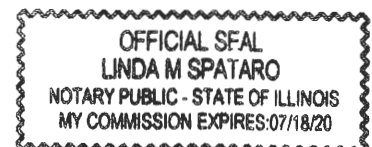

Signature of owner or authorized agent

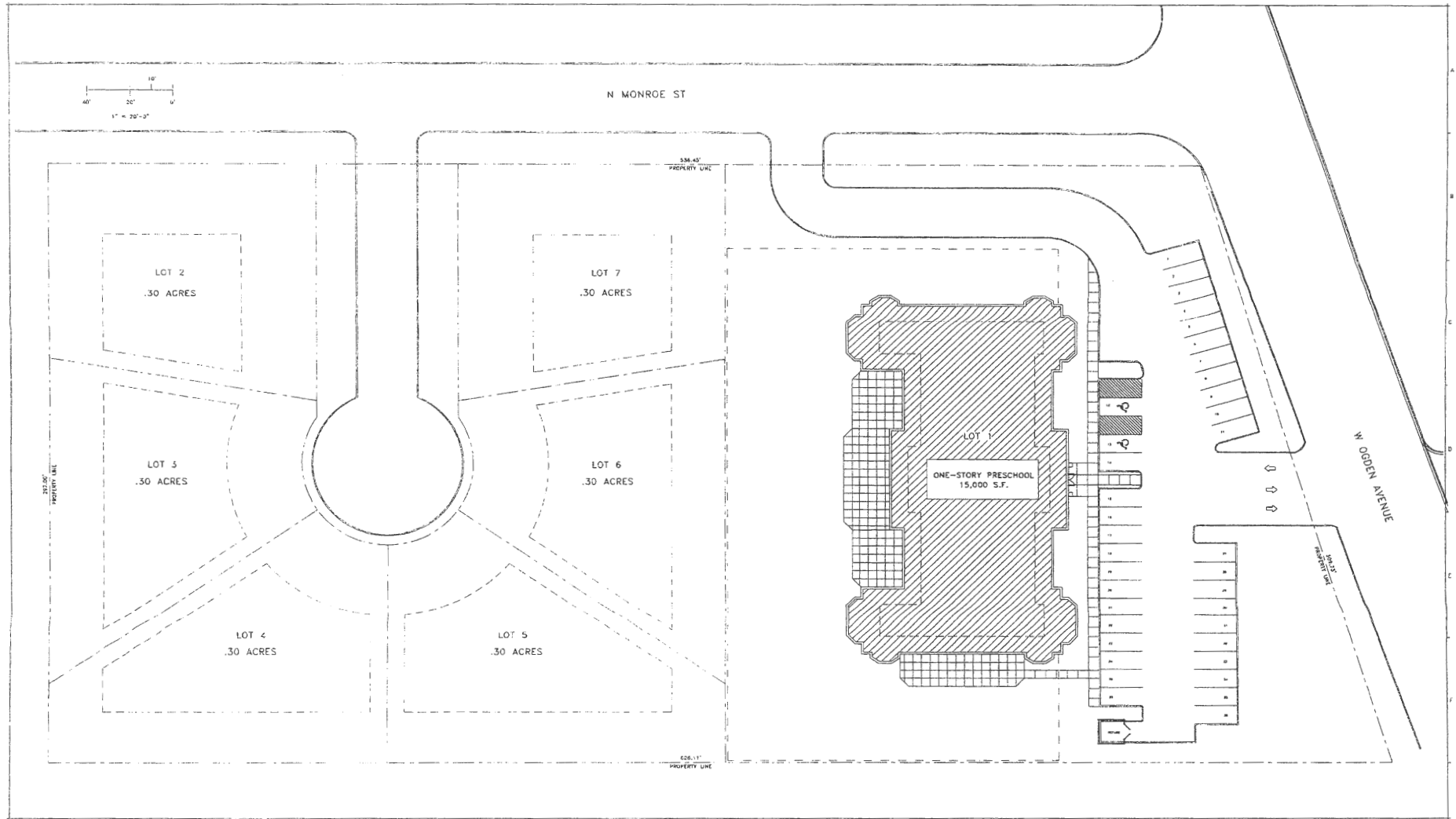
Mitchell Saywitz, Authorized Agent of MIH LLC, Owner
Name of owner or authorized agent

SUBSCRIBED AND SWORN
to before me this 28th day of
Nov., 2017

Linda M. Spataro
Notary Public

4





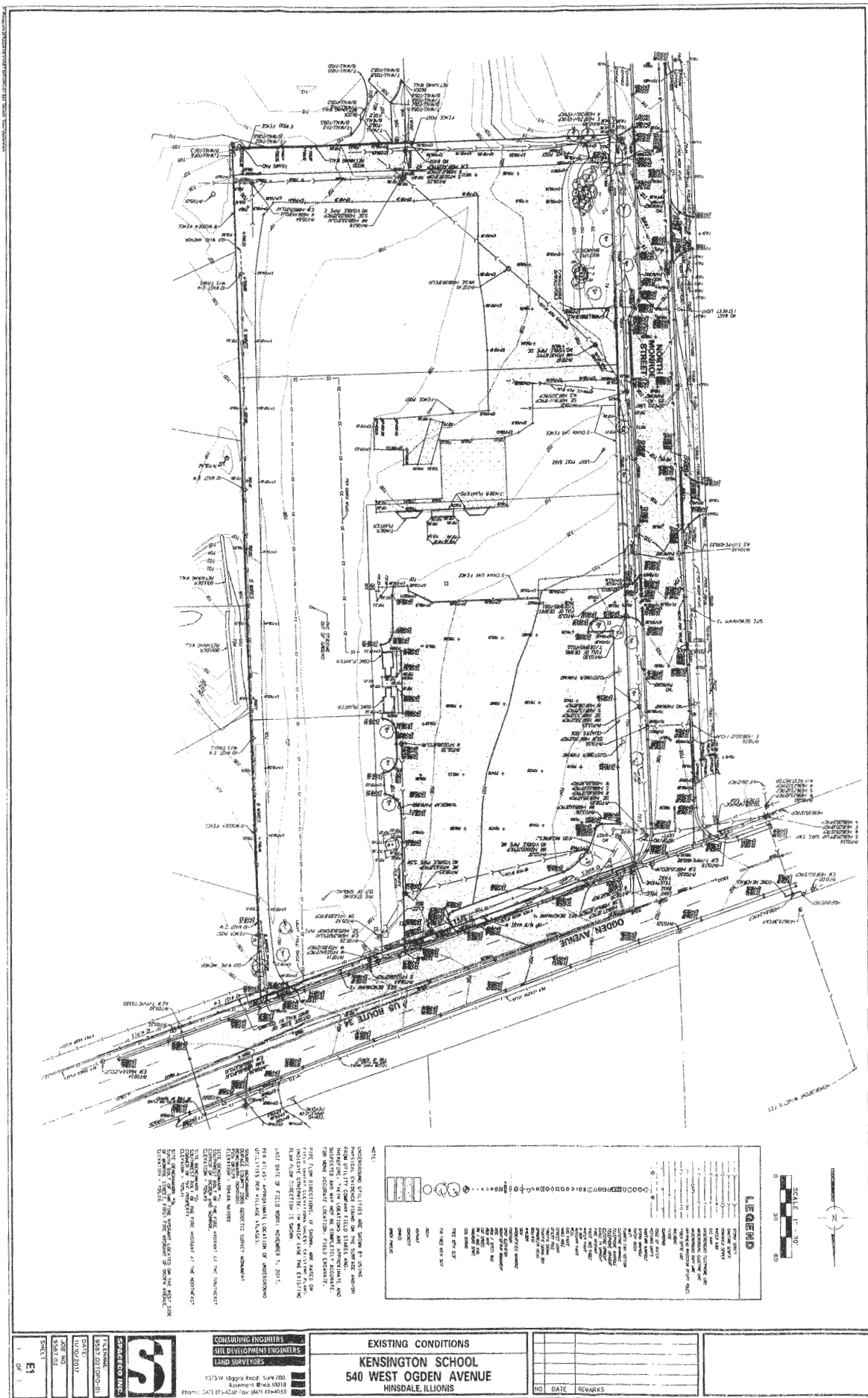
<p>KENSINGTON SCHOOL 743 MCCLINTOCK DRIVE BURK RIDGE, IL 60527 T: 630-960-4000 F: 630-960-8211</p>	<p>KENSINGTON SCHOOL OF HINSDALE 540 WEST OGDEN AVENUE HINSDALE, ILLINOIS 60521</p>	<p>PROJECT NAME: _____ DRAWING CODE: _____ DATE: 11-14-2011 FOR REVIEW: _____ DESCRIPTION: _____</p>	<p>REVISION NO.: _____ SITE PLAN JOB NO.: 17-000 DATE: 7-18-11 DRAWN BY: JLS</p>	<p>STANDARD SET A1-0</p>
--	--	---	---	--------------------------------------

LEGAL DESCRIPTION

THE EAST HALF OF SECTION 2, TOWNSHIP 8 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID SECTION RECORDED NOVEMBER 28, 1884 AS DOCUMENT NUMBER 48353, IN DADE COUNTY, FLORIDA.

ALSO SIXTH AC. SIXTYEY GOODEN AVENUE, DALLAS, TEXAS.







Attachment 1



Attachment 1



Attachment 1



TABLE OF COMPLIANCE

Address of subject property: 540 W. OGDEN AVE. LOT 1 - CHILD DAYCARE CENTER

The following table is based on the D-2 Zoning District.

You may write "N/A" if the application does NOT affect the building/subject property.	Minimum Code Requirements	Existing Development	Proposed Development
Lot Area (SF)	29,000		79,085
Lot Depth	125		223
Lot Width	100		297
Building Height	40'		23'
Number of Stories	3		1
Front Yard Setback	100' F/R/O OGDEN		110' F/R/O OGDEN
Corner Side Yard Setback	25'		64'
Interior Side Yard Setback	10'		48'
Rear Yard Setback	20'		56'
Maximum Floor Area Ratio (F.A.R.)*	.50 39,542 SF		.19 15,000 SF
Maximum Total Building Coverage*	N/A		15,000 SF
Maximum Total Lot Coverage*	.80 63,268 SF		.73 57,732 SF
Parking Requirements	39		36
Parking front yard setback	25'		10'
Parking corner side yard setback	25'		37'
Parking interior side yard setback	10'		10'
Parking rear yard setback			N/A
Loading Requirements	1		0
Accessory Structure Information			

* Must provide actual square footage number and percentage.

Where any lack of compliance is shown, state the reason and explain the Village's authority, if any, to approve the application despite such lack of compliance: _____

TABLE OF COMPLIANCE

Address of subject property: 540 W. OGDEN AVE. LOTS 2 THRU 7 - RESIDENTIAL

The following table is based on the R-4 Zoning District.

You may write "N/A" if the application does NOT affect the building/subject property.	Minimum Code Requirements	Existing Development	Proposed Development
Lot Area (SF)	10,000		13,000
Lot Depth	125'		LOTS 2,7 = 126' LOTS 3-6 = 151'
Lot Width	80'		LOTS 2-7 100' MIN.
Building Height	35.5'		35'
Number of Stories	3		3
Front Yard Setback	35'		35'
Corner Side Yard Setback	35'		LOTS 2,7 = 35'
Interior Side Yard Setback	8'		8'
Rear Yard Setback	25'		25'
Maximum Floor Area Ratio (F.A.R.)*	.24 max 1,100 SF 4,220 SF		4,200 SF
Maximum Total Building Coverage*	.25 3,250 SF		3,200 SF
Maximum Total Lot Coverage*	.50 6,500 SF		4,400 SF
Parking Requirements	3 PER DWELLING UNIT		3
Parking front yard setback	NOT ALLOWED		N/A
Parking corner side yard setback	NOT ALLOWED		N/A
Parking interior side yard setback	8'		8'
Parking rear yard setback	25'		25'
Loading Requirements	N/A		N/A
Accessory Structure Information			

* Must provide actual square footage number and percentage.

Where any lack of compliance is shown, state the reason and explain the Village's authority, if any, to approve the application despite such lack of compliance: _____

VILLAGE OF HINSDALE
COMMUNITY DEVELOPMENT DEPARTMENT
19 East Chicago Avenue
Hinsdale, Illinois 60521-3489
630.789.7030

Application for Certificate of Zoning Compliance

You must complete all portions of this application. If you think certain information is not applicable, then write "N/A." If you need additional space, then attach separate sheets to this form.

Applicant's name: KENSINGTON SCHOOL, INC.

Owner's name (if different): MIH, LLC

Property address: 540 W ODGEN AVE, HINSDALE, IL 60521

Property legal description: [attach to this form]

Present zoning classification: R-4, Single Family Residential

Square footage of property: 4 ACRES (172,640 SF)

Lot area per dwelling: _____

Lot dimensions: 297' x 600'

Current use of property: VACANT

Proposed use: ☒ Single-family detached dwelling
☒ Other: Day Care

Approval sought: ☐ Building Permit ☒ Variation
☒ Special Use Permit ☐ Planned Development
☒ Site Plan ☐ Exterior Appearance
☐ Design Review
☐ Other: _____

Brief description of request and proposal:

(1) lot to be 1.85 acres for Day Care Center with O-2 district. (6) lots to be .30 acre ea with R-4 district

Plans & Specifications: [submit with this form] SEE ATTACHED TABLE OF COMPLIANCE SHEETS FOR (7) LOTS

Provided: Required by Code:

Yards:

front:	<u>110'</u>	<u>100'</u>
interior side(s)	<u>48' / 64'</u>	<u>10' / 25'</u>

Provided:

Required by Code:

corner side	<u>64'</u>	<u>25'</u>
rear	<u>56'</u>	<u>20'</u>
Setbacks (businesses and offices):		
front:	<u>110'</u>	<u>100'</u>
interior side(s)	<u>48' / 64'</u>	<u>10' / 25'</u>
corner side	<u>64'</u>	<u>25'</u>
rear	<u>56'</u>	<u>20'</u>
others:		
Ogden Ave. Center:	<u>110'</u>	<u>100'</u>
York Rd. Center:	<u></u>	<u></u>
Forest Preserve:	<u></u>	<u></u>
Building heights:		
principal building(s):	<u>23'</u>	<u>40'</u>
accessory building(s):	<u></u>	<u></u>
Maximum Elevations:		
principal building(s):	<u></u>	<u></u>
accessory building(s):	<u></u>	<u></u>
Dwelling unit size(s):	<u>15,000 SF</u>	<u>39,542 SF</u>
Total building coverage:	<u></u>	<u></u>
Total lot coverage:	<u>57,732 SF</u>	<u>63,268 SF</u>
Floor area ratio:	<u>.19</u>	<u>.50</u>
Accessory building(s):	<u></u>	
Spacing between buildings: [depict on attached plans]		
principal building(s):	<u></u>	<u></u>
accessory building(s):	<u></u>	<u></u>
Number of off-street parking spaces required: <u>39</u>		
Number of loading spaces required: <u>1</u>		

Statement of applicant:

I swear/affirm that the information provided in this form is true and complete. I understand that any omission of applicable or relevant information from this form could be a basis for denial or revocation of the Certificate of Zoning Compliance.

By: 

Applicant's signature

CHARLES MARLAS

Applicant's printed name

Dated: 11/14, 20 17.



**VILLAGE
OF HINSDALE** FOUNDED IN 1873

**COMMUNITY DEVELOPMENT
DEPARTMENT
ZONING CODE TEXT AND MAP
AMENDMENT APPLICATION**

Must be accompanied by completed Plan Commission Application

Is this a: **Map Amendment** ☒ **Text Amendment** ☐

Address of the subject property 540 W OGDEN AVE

Description of the proposed request: SUBDIVIDE 4 ACRE R4 PROPERTY TO 2 ACRE CHILD
DAY CARE SITE AND 6 LOT R4 RESIDENTIAL
REVIEW CRITERIA SUBDIVISION

Section 11-601 of the Hinsdale Zoning Code regulates Amendments. The amendment process established is intended to provide a means for making changes in the text of the Zoning Code and in the zoning map that have more or less general significance or application. It is not intended to relieve particular hardships nor to confer special privileges or rights. Rather, it is intended as a tool to adjust the provisions of the Zoning Code and the zoning map in light of changing, newly discovered, or newly important conditions, situations, or knowledge. The wisdom of amending the text of the Zoning Code is a matter committed to the sound legislative discretion of the Board of Trustees and is not dictated by any set standard. However, in determining whether a proposed amendment should be granted or denied the Board of Trustees should be guided by the principle that its power to amend this Code is not an arbitrary one but one that may be exercised only when the public good demands or requires the amendment to be made. In considering whether that principle is satisfied in any particular case, the Board of Trustees should weigh, among other factors, the below criteria.

Below are the 14 standards for amendments that will be the criteria used by the Plan Commission and Board of Trustees in determining the merits of this application. Please respond to each standard as it relates to the application. Please use an additional sheet of paper to respond to questions if needed. If the standard is not applicable, please mark N/A.

1. The consistency of the proposed amendment with the purpose of this Code.
CHILD DAY CARE IS PROVIDED AS A SPECIAL USE IN THE O2 DISTRICT. THE R4 CLASSIFICATION FOR THE REAR SUBDIVISION WILL REMAIN.
2. The existing uses and zoning classifications for properties in the vicinity of the subject property.
O2 AND R4 PROPERTIES ARE CURRENTLY IN THE VICINITY OF THE SUBJECT PROPERTY
3. The trend of development in the vicinity of the subject property, including changes, if any, such trend since the subject property was placed in its present zoning classification.
THE TREND OF DEVELOPMENT IN THE VICINITY IS CURRENTLY R4 SINGLE FAMILY AND THE PROPOSED SPECIAL USE OF CHILD DAY CARE IN THE O2 DISTRICT WILL ALSO FIT WELL AS A TRANSITION ON OGDEN TO THE RESIDENTIAL COMPONENT.

4. The extent, if any, to which the value of the subject property is diminished by the existing zoning classification applicable to it.

VALUE WILL INCREASE WITH THE ZONING RECLASSIFICATION

5. The extent to which any such diminution in value is offset by an increase in the public health, safety, and welfare.

NA

6. The extent, if any, to which the use and enjoyment of adjacent properties would be affected by the proposed amendment.

NA

7. The extent, if any, to which the value of adjacent properties would be affected by the proposed amendment.

NA

8. The extent, if any, to which the future orderly development of adjacent properties would be affected by the proposed amendment.

NA

9. The suitability of the subject property for uses permitted or permissible under its present zoning classification.

THE R4 HOMES AS SHOWN AT THE REAR OF THE DEVELOPMENT SITE ARE SUITABLE. THE R4 DESIGNATION ON OGDEN AVE. IS NOT AS SUITABLE UNDER ITS PRESENT ZONING.

10. The availability of adequate ingress to and egress from the subject property and the extent to which traffic conditions in the immediate vicinity of the subject property would be affected by the proposed amendment.

EXISTING TRAFFIC INGRESS/EGRESS ON OGDEN AND MONROE WOULD BE LESS IMPACTFUL THAN PRIOR USES AT THIS SITE.

11. The availability of adequate utilities and essential public services to the subject property to accommodate the uses permitted or permissible under the present zoning classification.

ALL UTILITIES ARE AVAILABLE

12. The length of time, if any, that the subject property has been vacant, considered in the context of the pace of development in the vicinity of the subject property.

THE SUBJECT PROPERTY HAS BEEN VACANT FOR 10+ YEARS.

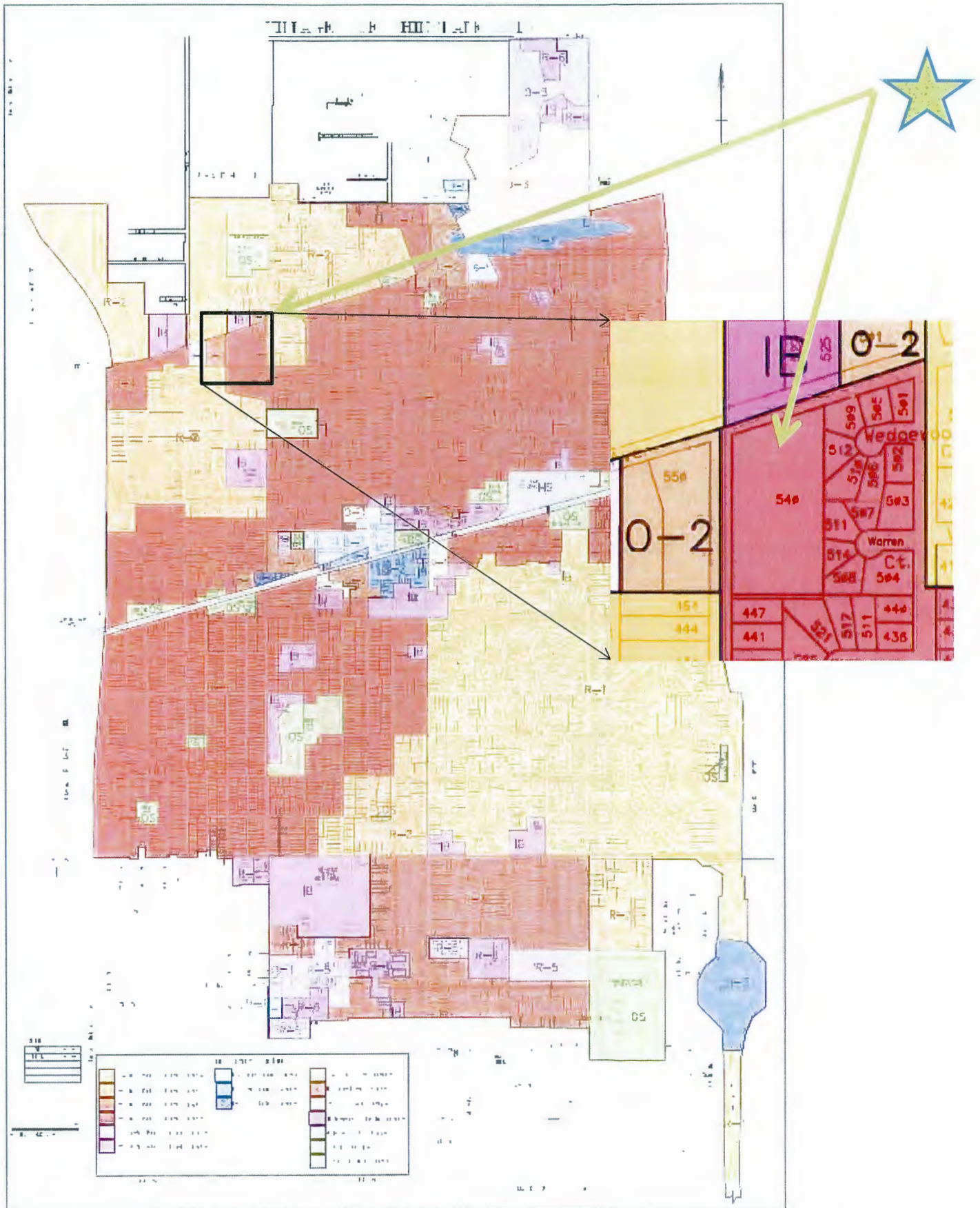
13. The community need for the proposed amendment and for the uses and development it would allow.

HINSDALE IS VERY UNDERSERVED BY QUALITY CHILD DAY CARE CENTERS AND KENSINGTON SCHOOL WILL BE A STRONG RESOURCE TO THE COMMUNITY.

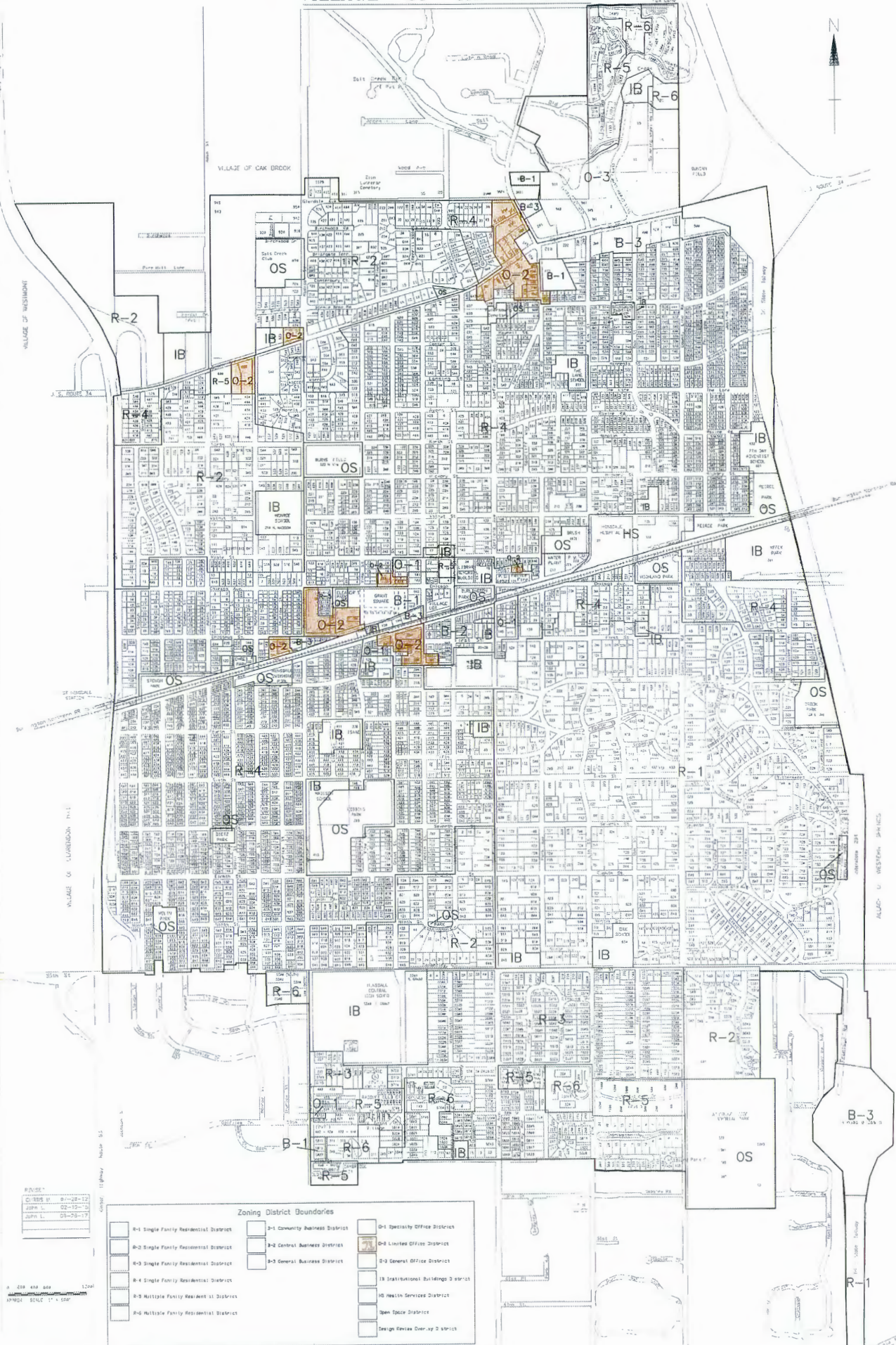
14. The reasons, where relevant, why the subject property should be established as part of an overlay district and the positive and negative effects such establishment could be expected to have on persons residing in the area.

NA





















Attachment 2: Village of Hinsdale Zoning Map and Project Location



VILLAGE OF HINSDALE 2017



0 100 200 300 400 500
 Feet
 0 100 200 300 400 500
 Meters
 1:25,000
 1" = 833'

Zoning District Boundaries					
	R-1 Single Family Residential District		B-1 Community Business District		B-1 Specialty Office District
	R-2 Single Family Residential District		B-2 Central Business District		B-2 Limited Office District
	R-3 Single Family Residential District		B-3 General Business District		B-3 General Office District
	R-4 Single Family Residential District				B-4 Institutional Buildings District
	R-5 Multiple Family Residential District				B-5 Health Services District
	R-6 Multiple Family Residential District				B-6 Open Office District
					B-7 Design Review Overlay District

Attachment 4: Zoning Code Sec. 6-101: Purposes: Office Districts

Three (3) zoning districts are provided for office development. The office districts accommodate a range of suburban office space alternatives in keeping with the residential and local business atmosphere in the village.

In the office districts, the combination of use regulations and varied bulk and yard regulations is intended to:

- A. Perpetuate the existing high quality character of the village by preserving established office use areas while permitting only beneficial new office development consistent with the overall character and land use patterns of the existing village; and
- B. Assure through height limits, setback and open space requirements, and mapping decisions that all office development is compatible with the residential scale of village; and
- C. Implement through reasonable regulation the purposes and intent of this code.

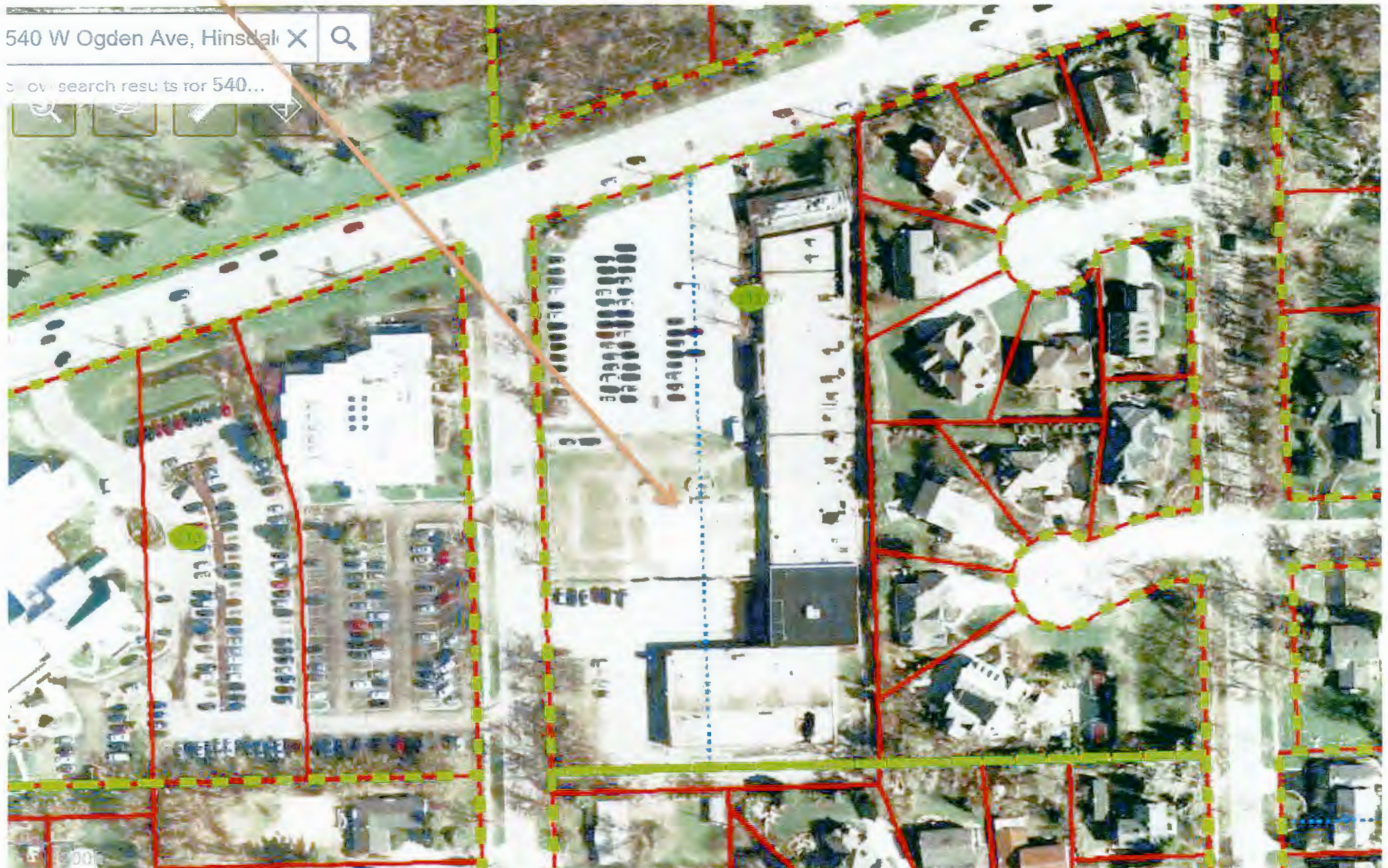
Specifically, the O-1 specialty office district is intended to provide for small offices in the older areas of the village adjacent to the central business areas where it is possible to retain the residential character and appearance of the village and at the same time promote limited business activity. The uses permitted are characterized by low traffic volume and limited outdoor advertising. The regulations of the O-1 district are designed to encourage the retention and renovation of sound existing structures and to ensure that the office uses remain compatible with the residential uses while permitting the area to maintain a distinctive residential character. Replacement structures in the O-1 district also must have a residential character and appearance. The O-1 district normally is small in size and located to provide a transition between residential areas and less restricted districts.

The O-2 limited office district is designed to provide for the general needs of business and professional offices and related business uses on smaller sites in scattered areas throughout the village. Bulk and height regulations encourage development that is architecturally consistent with smaller sites and compatible with nearby residential uses.

The O-3 general office district is provided to accommodate the needs of business and professional offices and related business uses requiring a somewhat wider range of office space with a somewhat higher intensity of pedestrian and vehicular traffic movements. Bulk and height regulations are consistent with a moderate amount of development. (1991 Code)

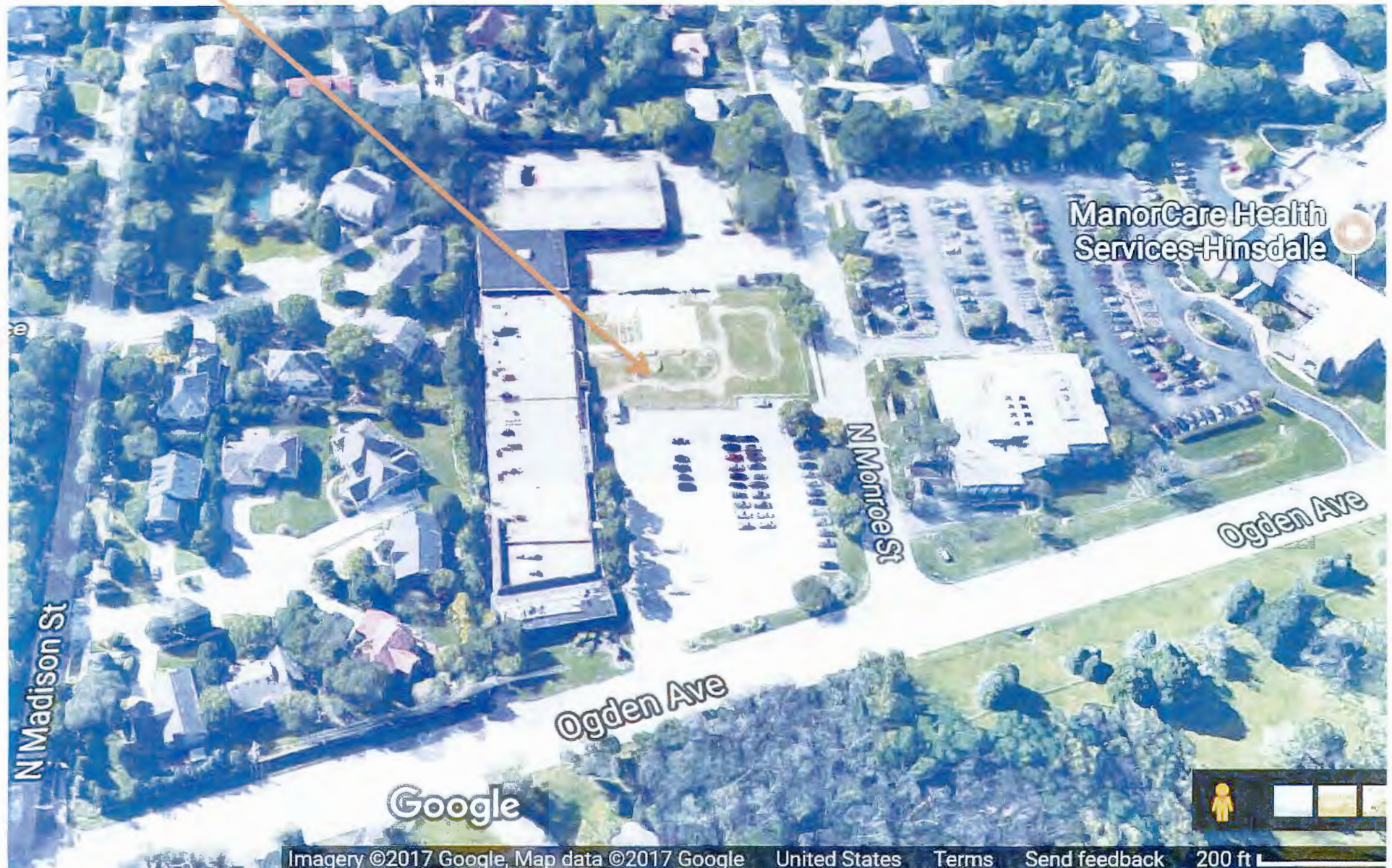
Attachment 5: Parcel Aerial Map of 540 W. Ogden Ave. (facing north)

Subject Property (photo outdated, all buildings on 540 W. Ogden have been demolished)



Attachment 5: Birds Eye View of 540 W. Ogden Ave. (facing south)

Subject Property (photo outdated, all buildings on 540 W. Ogden have been demolished)



REQUEST FOR BOARD ACTION
Finance

AGENDA SECTION: Consent – ACA

SUBJECT: Accounts Payable-Warrant #1639

MEETING DATE: December 11, 2017

FROM: Darrell Langlois, Assistant Village Manager/Finance Director



Recommended Motion

Move to approve payment of the accounts payable for the period of November 22, 2017 through December 11, 2017 in the aggregate amount of \$2,652,953.34 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 #1639 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 #1639

VILLAGE OF HINSDALE

ACCOUNTS PAYABLE WARRANT REGISTER #1639

FOR PERIOD November 22, 2017 through December 11, 2017

The attached Warrant Summary by Fund and Warrant Register listing TOTAL DISBURSEMENTS FOR ALL FUNDS of \$2,652,953.34 reviewed and approved by the below named officials.

APPROVED BY  DATE 12/8/17
VILLAGE TREASURER/ASSISTANT VILLAGE MANAGER

APPROVED BY _____ DATE _____
VILLAGE MANAGER

APPROVED BY _____ DATE _____
VILLAGE TRUSTEE

Village of Hinsdale
Schedule of Bank Wire Transfers and ACH Payments
1639

Payee/ Date	Description	Vendor Invoice	Invoice Amount
Electronic Federal Tax Payment Systems 12/1/2017	Village Payroll #24 - Calendar 2017	FWH/FICA/Medicare	\$ 91,132.65
Illinois Department of Revenue 12/1/2017	Village Payroll #24 - Calendar 2017	State Tax Withholding	\$ 17,766.77
ICMA - 457 Plans 12/1/2017	Village Payroll #24 - Calendar 2017	Employee Withholding	\$ 15,474.71
HSA PLAN CONTRIBUTION 12/1/2017	Village Payroll #24 - Calendar 2017	Employer/Employee Withholding	\$ 1,242.45
Intergovernmental Personnel Benefit Cooperative		Employee Insurance	\$ 159,542.17
Illinois Municipal Retirement Fund		Employer/Employee	\$ 74,055.47
	Total Bank Wire Transfers and ACH Payments		<u><u>\$ 359,214.22</u></u>

ipbc-general	159,542.17
payroll	<u>199,672.05</u>
	359,214.22

Village of Hinsdale
#1639
Summary By Fund

Recap By Fund	Fund	Regular Checks	ACH/Wire Transfers	Total
General Fund	10000	376,564.34	159,542.17	536,106.51
Capital Project Fund	45300	1,522,823.79	-	1,522,823.79
Water & Sewer Operations	61061	307,761.30	-	307,761.30
Escrow Funds	72100	77,875.00	-	77,875.00
Payroll Revolving Fund	79000	8,714.69	199,672.05	208,386.74
Total		2,293,739.12	359,214.22	2,652,953.34

Run date: 07-DEC-17

Village of Hinsdale

Page: 1

WARRANT REGISTER: 1639

DATE: 12/11/17

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
TIPSTERS VILLAGE PUB			
213865	EMPLOYEE RECOGNITION EVEN	113017	\$1,825.00
	Total for Check:	112242	\$1,825.00
AFLAC-FLEXONE			
213878	AFLAC OTHER	120117000000000	\$176.86
213879	AFLAC SLAC	120117000000000	\$238.03
213880	ALFAC OTHER	120117000000000	\$231.27
	Total for Check:	112244	\$646.16
COLONIAL LIFE PROPROCESSING			
213870	COLONIAL S L A C	120117000000000	\$45.18
	Total for Check:	112245	\$45.18
ILLINOIS FRATERNAL ORDER			
213872	UNION DUES	120117000000000	\$688.00
	Total for Check:	112246	\$688.00
NATIONWIDE RETIREMENT SOL			
213873	USCM/PEBSO	120117000000000	\$93.02
213874	USCM/PEBSO	120117000000000	\$1,105.00
	Total for Check:	112247	\$1,198.02
NATIONWIDE TRUST CO.FSB			
213881	PEHP REGULAR	120117000000000	\$2,299.31
213882	PEHP UNION 150	120117000000000	\$342.56
213883	PEHPPD	120117000000000	\$486.28
	Total for Check:	112248	\$3,128.15
NCPERS GRP LIFE INS#3105			
213871	LIFE INS	120117000000000	\$224.00
	Total for Check:	112249	\$224.00
STATE DISBURSEMENT UNIT			
213884	CHILD SUPPORT	120117000000000	\$313.21
	Total for Check:	112250	\$313.21
STATE DISBURSEMENT UNIT			
213885	CHILD SUPPORT	120117000000000	\$230.77
	Total for Check:	112251	\$230.77
STATE DISBURSEMENT UNIT			
213886	CHILD SUPPORT	120117000000000	\$764.77
	Total for Check:	112252	\$764.77
STATE DISBURSEMENT UNIT			
213887	CHILD SUPPORT	120117000000000	\$672.45
	Total for Check:	112253	\$672.45

112243 - VOID

WARRANT REGISTER: 1639

DATE: 12/11/17

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
V.O.H. FLEX BENEFITS			
213875	DEP CARE REIMBURSEMENT	120117000000000	\$33.33
213876	MEDICAL REIMBURSEMENT	120117000000000	\$487.32
213877	MEDICAL REIMBURSEMENT	120117000000000	\$283.33
Total for Check: 112254			\$803.98
FREELS, STEPHANIE			
214048	REFUND OVERAGE	1100962	\$3,753.00
Total for Check: 112256			\$3,753.00
111 LINCOLN, LLC			
213739	CONT BD-111 S LINCOLN	24191	\$500.00
Total for Check: 112258			\$500.00
221 EAST 9TH STREET, LLC			
213956	CONT BD-221 E NINTH CT	23902	\$2,500.00
Total for Check: 112259			\$2,500.00
A & B LANDSCAPING			
213937	ROADWAY LANDSCAPE	2017-478	\$100.00
213940	NOVEMBER BILLING	2017-477	\$2,149.50
213940	NOVEMBER BILLING	2017-477	\$7,818.50
213940	NOVEMBER BILLING	2017-477	\$208.00
Total for Check: 112260			\$10,276.00
A LAMP CONCRETE			
214047	2017 RESURFACING PHASE 2	17029	\$1,385,408.04
Total for Check: 112261			\$1,385,408.04
ADVANTAGE CHEVROLET			
213939	REPAIR FOR OIL LEAKS	612759	\$3,646.63
Total for Check: 112262			\$3,646.63
AIR ONE EQUIPMENT			
213632	ROAD FLARES & FIRE TAPE	127385	\$171.30
213719	MISC PARTS-MSA AIR PACK	127583	\$356.40
Total for Check: 112263			\$527.70
AIRGAS USA LLC			
213716	OYGEN CYLINDER RENTAL MAY	9945044807	\$39.03
213717	OXYGEN CYLINDER RENT-JUNE	9948757759	\$38.03
213718	OXYGEN CYLINDER RENT-AUG	9947157199	\$39.03
Total for Check: 112264			\$116.09
ALEXANDER EQUIPMENT			
213663	HAND SAWS (2)	139473	\$76.00
Total for Check: 112265			\$76.00

WARRANT REGISTER: 1639

DATE: 12/11/17

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
ALISON BROTHEN			
214015	PETTY CASH DEC	12/4/2017	\$6.59
214015	PETTY CASH DEC	12/4/2017	\$110.55
214015	PETTY CASH DEC	12/4/2017	\$80.00
214015	PETTY CASH DEC	12/4/2017	\$40.00
214015	PETTY CASH DEC	12/4/2017	\$36.00
214015	PETTY CASH DEC	12/4/2017	\$30.24
214015	PETTY CASH DEC	12/4/2017	\$13.00
214015	PETTY CASH DEC	12/4/2017	\$38.16
214015	PETTY CASH DEC	12/4/2017	\$50.00
Total for Check: 112266			\$404.54
ANDERSON, SHANNON			
213613	KLM SECURITY DEP-EN171021	22849	\$500.00
Total for Check: 112268			\$500.00
APTEAN, INC.			
213687	SOFTWARE MAINT-JAN 2018	RI-733100	\$6,472.42
Total for Check: 112269			\$6,472.42
ARAMARK UNIFORM SERVICES			
213664	FLOOR MATS & TOWELS	2081300560	\$71.95
213664	FLOOR MATS & TOWELS	2081300560	\$8.99
213664	FLOOR MATS & TOWELS	2081300560	\$161.00
213664	FLOOR MATS & TOWELS	2081300560	\$15.15
213665	FLOORMATS FIRE DEPT	2081300559	\$79.80
213707	FLOOR MATS & TOWELS	2081309912	\$71.95
213707	FLOOR MATS & TOWELS	2081309912	\$8.99
213707	FLOOR MATS & TOWELS	2081309912	\$161.00
213707	FLOOR MATS & TOWELS	2081309912	\$15.15
213708	FLOOR MATS FD	2081309911	\$79.80
213890	FLOOR MATS & TOWELS	2081319399	\$71.95
213890	FLOOR MATS & TOWELS	2081319399	\$8.99
213890	FLOOR MATS & TOWELS	2081319399	\$161.00
213890	FLOOR MATS & TOWELS	2081319399	\$15.15
213891	FD FLOOR MATS	2081319398	\$79.80
Total for Check: 112270			\$1,010.67
ARROW MASONRY & EXTERIORS			
213960	CONT BD-111 S LINCOLN	24255	\$500.00
Total for Check: 112271			\$500.00
AT & T			
213706	VEECK PARK-WP	63032338639258	\$232.52
Total for Check: 112272			\$232.52
AXON ENTERPRISES, INC			

112267 VOID

WARRANT REGISTER: 1639

DATE: 12/11/17

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
213917	TASER CARTRIDGES-TRAINING	SI1510274	\$1,699.96
Total for Check: 112273			\$1,699.96
BETTER BODY, BODY PERFORM			
213666	PICKLEBALL-BEG CLASS	112017	\$17.50
Total for Check: 112274			\$17.50
BRANDYS, ROBERT			
213734	CONT BD-635 HARDING	24225	\$500.00
Total for Check: 112275			\$500.00
BURRIDGE, ANDREA			
214034	PKWY TREE PLANTING REIMB	348444	\$260.00
Total for Check: 112276			\$260.00
BUTTREY RENTAL SERVICE IN			
213608	WINTERIZE PARK BLDGS	247148	\$286.37
213640	WINTERIAZE VEECK PK BLDG	247464	\$120.75
213938	LIFT RENTAL-ST LIGHT REP	247949	\$444.00
Total for Check: 112277			\$851.12
C.A. BENSON & ASSOCIATES			
213868	APPRAISAL-424 QUINCY	113017	\$450.00
Total for Check: 112278			\$450.00
CENTRAL PARTS WAREHOUSE			
214030	TOOLCAT-POLY CUTTING EDGE	442239A	\$540.82
Total for Check: 112279			\$540.82
CHASE			
213593	INT DUE FIRE LADDER TRUCK	0000000756	\$1,821.95
Total for Check: 112280			\$1,821.95
CHICAGOLAND CIRCULATION			
213972	BROCHURE DELIVERY	1939	\$1,006.50
Total for Check: 112281			\$1,006.50
CINTAS CORPORATION 769			
213690	UNIFORM ALLOWANCE	769310268	\$92.95
213691	UNIFORM ALLOWANCE	769301821	\$77.05
213692	UNIFORM ALLOWANCE	769391818	\$130.55
213693	UNIFORM ALLOWANCE	769310270	\$173.36
213694	UNIFORM ALLOWANCE	769301819	\$70.68
213695	UNIFORM ALLOWANCE	769306083	\$42.06
213696	UNIFORM ALLOWANCE	769301822	\$43.94
214042	UNIFORM ALLOWANCE	769318558	\$45.95
Total for Check: 112282			\$676.54

WARRANT REGISTER: 1639

DATE: 12/11/17

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
CINTAS FIRST AID & SAFETY			
214016	VH MED CABINET SUPPLIES	5009496534	\$50.72
214016	VH MED CABINET SUPPLIES	5009496534	\$50.72
Total for Check: 112283			\$101.44
COBURN, RACHEL			
213667	CANCELLED HOLIDAY EXPRESS	169844	\$147.00
Total for Check: 112284			\$147.00
COLLEY ELEVATOR COMPANY			
213599	ELEV INSPECT 6 MON 11/1/	166310	\$330.00
Total for Check: 112285			\$330.00
COMCAST			
213594	POLICE & FIRE	8771201110009242	\$63.24
213594	POLICE & FIRE	8771201110009242	\$63.24
214046	POOL	8771201110037136	\$144.35
Total for Check: 112286			\$270.83
COMED			
213614	57TH STREET	0015093062	\$201.09
213615	ELEANOR PARK	0075151076	\$239.90
213616	STREET LIGHTS	0395122068	\$55.18
213617	TRAFFIC SIGNALS	1653148069	\$30.25
213618	NS CBQ RR	7011157008	\$35.26
213619	WALNUT STREET	7011481018	\$32.69
213620	KLM LODGE 80/20	7093551008	\$1,524.38
213621	KLM LODGE 80/20	7093551008	\$381.10
213622	ROBBINS PARK	8521083007	\$414.25
213623	TRAIN STATION	852134201	\$515.86
213624	BROOK PARK	8605174005	\$337.45
213625	POOL	8605437007	\$697.03
213626	ELEANOR PARK	8689206002	\$91.43
213627	STOUGH PARK	8689480008	\$21.50
213628	BURNS FIELD	8689640004	\$34.66
213647	PIERCE PARK	7011378007	\$141.99
213648	SAFETY TOWN	7261620005	\$22.46
213649	WATER PLANT	8521400008	\$36.94
Total for Check: 112287			\$4,813.42
COMMERCIAL COFFEE SERVICE			
213918	4 BOXES OF COFFEE	144955	\$150.00
214019	PS COFFEE	145139	\$75.00
Total for Check: 112288			\$225.00
COMMUNITY CONSOLIDATED			
213646	REIM PK DECK PYMT #3	NO3	\$191,714.00
Total for Check: 112289			\$191,714.00

WARRANT REGISTER: 1639

DATE: 12/11/17

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
CONSERV FS			
213668	SIDEWALK SALT SPREADER	66017123	\$245.00
213669	SIDEWALK SALT	66017124	\$682.20
213699	BULK LIGHTNING MIXTURE	66017098	\$1,741.16
Total for Check: 112290			\$2,668.36
CONSTELLATION NEWENERGY			
213769	121 SYMONDS PD	2164757	\$246.85
213770	121 SYMONDS FD	2164757	\$246.85
213771	217 SYMONDS	2164757	\$230.36
213772	225 SYMONDS	2164757	\$499.74
213773	500 W HINSDALE	2164757	\$195.52
213774	5901 S COUNTY LINE RD	2164757	\$509.09
Total for Check: 112291			\$1,928.41
CORE & MAIN LP			
213895	WATER MAIN REPAIR CLAMPS	1107099	\$576.00
214036	WATER METERS	107069	\$2,148.00
Total for Check: 112292			\$2,724.00
COSTCO MEMBERSHIP			
213796	MISC FOODS	102517	\$69.93
213797	KITCHEN & VENDING MACH	110217	\$138.88
Total for Check: 112293			\$208.81
CREATIONS LANDSCAPING LTD			
213741	CONT BD-20 N GRANT	24176	\$500.00
Total for Check: 112294			\$500.00
CREATIVE PRODUCT SOURCING			
213926	DARE SUPPLIES	106004	\$2,175.72
Total for Check: 112295			\$2,175.72
CSI3000			
213700	LOADS OF SPOIL HAULED	171110-52	\$6,625.00
213701	EXTRA DUMP FEE SPOILS	171110-52	\$850.00
Total for Check: 112296			\$7,475.00
CUNNINGHAM, GLENN			
213609	KLM SECURITY DEP-EN171028	24513	\$500.00
Total for Check: 112297			\$500.00
DAILY HERALD			
213602	V-08-17*CH	T4485934	\$88.55
Total for Check: 112298			\$88.55
DAVE SOLTWISCH PLUMBING			

WARRANT REGISTER: 1639

DATE: 12/11/17

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
213903	S PAVALION WATER BLOWDOWN	486167	\$29.00
213935	KLM MENS ROOM REPLACE	486214	\$564.25
Total for Check: 112299			\$593.25
DIRECT ADVANTAGE INC			
213928	NOV MONTHLY RETAINER	1618	\$7,000.00
Total for Check: 112300			\$7,000.00
DOCU-SHRED, INC.			
213596	EMPTY CONTAINER	41421	\$65.00
213597	EMPTY CONTAINER	41425	\$40.00
213947	DOCUMENT DESTRUCTION	41507	\$40.00
Total for Check: 112301			\$145.00
DRURY DESIGN KITCHEN &			
213733	CONT BD-21 CHARLESTON	24188	\$3,750.00
Total for Check: 112302			\$3,750.00
DUPAGE CTY FIRE CHIEFS			
213720	ANNUAL MEMBERSHIP	112217	\$85.00
Total for Check: 112303			\$85.00
DUPAGE MAYORS & MANAGERS			
213607	OCT 17 CBM FOR A DEBRIES	10147	\$40.00
214045	NOV 17 CBM FOR A DEBRIES	10186	\$40.00
Total for Check: 112304			\$80.00
DUPAGE WATER COMMISSION			
214044	WATER CHARGES-NOV	11982	\$285,846.00
Total for Check: 112305			\$285,846.00
DYNEGY ENERGY SERVICES			
213631	908 ELM-SER 10/16-11/13	147029617111	\$143.30
213705	19 E CHGO AV-10/16-11/13	147029717111	\$1,596.52
Total for Check: 112306			\$1,739.82
EDM PUBLISHERS			
213721	ANNUAL SUB LAW BULLETIN	15470176	\$158.48
213781	LEGAL BRIEFING FOR INSPEC	15468833	\$99.49
Total for Check: 112307			\$257.97
EMERGENCY MEDICAL PROD			
213944	LA RESCUE IV BAG	1949162	\$93.00
213945	MIS MED SUPPLIES EMS	1948784	\$167.24
Total for Check: 112308			\$260.24
EVANGELICAL COVENANT			
213738	CONT BD-412 S GARFIELD	23874	\$10,000.00

WARRANT REGISTER: 1639

DATE: 12/11/17

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
		Total for Check:	112309
			\$10,000.00
FACTORY MOTOR PARTS CO			
214038	OIL FILTERS	501818494	\$49.32
214038	OIL FILTERS	501818494	\$79.80
214038	OIL FILTERS	501818494	\$18.78
214038	OIL FILTERS	501818494	\$18.78
		Total for Check:	112310
			\$166.68
FEDEX			
213791	SHIPPING-TREASURERS REP	6-001-57503	\$25.83
213792	SHIPPING-TREASURERS REP	6-001-57503	\$25.83
213793	SHIPPING-941'S	6-001-57503	\$42.24
213794	SHIPPING-941'S	6-001-57503	\$24.13
213795	SHIPPING RETURN PROD	6-001-57503	\$14.53
		Total for Check:	112311
			\$132.56
FIRE TRAINING RESOURCES			
213633	FIRE GRND TACITICS TRNG	1256	\$75.00
		Total for Check:	112312
			\$75.00
FIRESTONE STORES			
213922	NEW TIRES	120869	\$601.72
214039	PLUGGED HOLE IN RF TIRE	121158	\$10.99
		Total for Check:	112313
			\$612.71
FIVE STAR VALET			
213901	VALET SERVICE	6693	\$365.00
		Total for Check:	112314
			\$365.00
FRANK J ALLETO			
213809	HOLIDAY EXPRESS ENTERTAIN	11/27/17	\$800.00
		Total for Check:	112315
			\$800.00
FRED PRYOR SEMINARS			
213893	EDUCATIONAL TRAINING	22951085	\$49.00
		Total for Check:	112316
			\$49.00
FUN EXPRESS, LLC			
213688	SPECIAL EVENT SUPPLIES	686686050-01	\$40.30
		Total for Check:	112317
			\$40.30
GABER, AMY			
213785	CONT BD-330 RAVINE RD	24244	\$500.00
		Total for Check:	112318
			\$500.00
GALLS			
213978	FALL UNIFORM-WODKA	008633368	\$88.19

WARRANT REGISTER: 1639

DATE: 12/11/17

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
213979	FALL UNIFORM-WASHBURN	008640760	\$130.91
213980	FALL UNIFORM-KOWAL	008641767	\$212.99
213981	FALL UNIFORM-MILLER	008655609	\$218.68
213982	FALL UNIFORM-DAVENPORT	008655931	\$88.93
213983	FALL UNIFORM-BERNHOLDT	008655938	\$132.90
213984	FALL UNIFORM-MAZEPA	008655966	\$304.99
213985	FALL UNIFORM-BERNHOLDT	008676132	\$194.80
213986	FALL UNIFORM-DAVENPORT	008676129	\$130.34
213987	FALL UNIFORM-WODKA	008676115	\$129.14
213988	FALL UNIFORM-HUCKFELDT	008666201	\$130.44
213989	FALL UNIFORM-BERHNOLDT	008656168	\$90.98
213990	FALL UNIFORM-HUCKFELDT	008656278	\$133.48
213991	FALL UNIFORM-MILLER	008656164	\$220.95
213992	FALL UNIFORM-LILLIE	008676145	\$243.58
213993	FALL UNIFORM-COUGHLIN	008676754	\$327.69
213994	FALL UNIFORM-HAYES	008697339	\$308.41
213995	FALL UNIFORM-RUBAN	008706467	\$508.99
213996	FALL UNIFORM-MCELROY	008706548	\$525.05
213997	FALL UNIFORM-BLAKE	008706612	\$261.64
213998	FALL UNIFORM-BERLAND	008706993	\$130.50
213999	FALL UNIFORM-LILLIE	008727421	\$65.33
214000	FALL UNIFORM-HOLECEK	008725286	\$242.70
214001	FALL UNIFORM-BERLAND	008717303	\$113.89
214002	FALL UNIFORM-HAYES	008733935	\$132.86
214003	FALL UNIFORM-SUSMARSKI	008746486	\$611.31
214004	FALL UNIFORM-PD	008687755	\$85.98

Total for Check: 112319

\$5,765.65

* NOTE: Overflow check number 112320 processed

GEE, CELIA

213611	KLM SECURITY DEP-EN171022	24530	\$500.00
Total for Check: 112321			\$500.00

GOSS, ANDREW

213952	REFUND HOLIDAY EXPRESS	202050-A	\$152.00
Total for Check: 112322			\$152.00

GREEN GRASS, INC

213737	CONT BD-312 N OAK	24252	\$1,500.00
213958	CONT BD-220 S QUINCY	24251	\$875.00
213959	CONT BD-642 S MADISON	24232	\$1,000.00
Total for Check: 112323			\$3,375.00

GSG CONSULTANTS

213810	2018 RESURFACING-N DESIGN	#17-4010-06	\$8,390.00
213811	2018 RESURFACING S DESIGN	#17-4009-06	\$18,320.00
Total for Check: 112324			\$26,710.00

HARTUNG, NANCY

WARRANT REGISTER: 1639

DATE: 12/11/17

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
213610	KLM SECURITY DEP-EN171029	23431	\$500.00
Total for Check: 112325			\$500.00
HENEHAN, MIKE			
214022	UNIFORM ALLOWANCE	POS7E00102350	\$131.33
Total for Check: 112326			\$131.33
HILDRETH, ROBERT W			
213642	HOLIDAY EXPRESS SANTA PYT	112017	\$400.00
Total for Check: 112327			\$400.00
HINSDALE NEWS AGENCY			
213902	120 BALLONS-INFLATED	246	\$120.00
Total for Check: 112328			\$120.00
HINSDALE NURSERIES, INC.			
213727	CONT BD-21 S BRUNER	24306	\$500.00
Total for Check: 112329			\$500.00
HOME DEPOT CREDIT SERVICE			
213709	SAWSZALL BLADE & MISC	7024804	\$70.91
213710	REBAR	7074384	\$14.40
213711	CONCRETE FORMS SUPPLIES	2021199	\$55.81
213712	SCREWDRIVER SET & MISC	6022305	\$55.88
213713	GE FILTER & GLASS CLEANER	1101763	\$38.92
213714	LED LIGHTS	7051024	\$35.88
213715	MICROWAVE	1020122	\$168.00
Total for Check: 112330			\$439.80
HOMER TREE CARE, INC			
213697	TREE REMOVAL	30061	\$6,674.00
Total for Check: 112331			\$6,674.00
IAEI			
213780	ANNUAL WINTER MEETING	112717	\$150.00
Total for Check: 112332			\$150.00
IDOA TREASURER			
213921	YEARLY RENEWAL FEE 2018	112817	\$30.00
Total for Check: 112333			\$30.00
ILLCO, INC.			
213672	FOUNTAIN REPAIR	2432351	\$162.65
Total for Check: 112334			\$162.65
INDUSTRIAL ELECTRIC			
213904	LED LAMPS	252572	\$77.50
213905	WALL TIMER RETURN	251938	\$42.00-

WARRANT REGISTER: 1639

DATE: 12/11/17

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
213942	FLOURESENT LGT & BALLIST	252579	\$234.00
213943	12V 7AH BATTERIES	252575	\$62.00
214026	CBD ST LIGHT BALLAST	252577	\$72.00
214027	BURLINGTON PK ST LIGHTS	252573	\$95.00
214028	ST LIGHT GARFIELD LOT	252642	\$69.00
214029	ST LIGHTS GARFIELD LOT #2	252640	\$69.00
Total for Check: 112335			\$636.50
INKD APPAREL			
213925	20 SOLICITOR VESTS	60110	\$451.00
Total for Check: 112336			\$451.00
INTOXIMETERS, INC.			
213598	GAS FOR PBT	579285	\$119.00
Total for Check: 112337			\$119.00
ITOA			
213923	ITOA CONFERENCE	5476	\$325.00
Total for Check: 112338			\$325.00
JAMES J BENES & ASSOC INC			
213929	FY 17-18 3RD PARTY REVIEW	103017	\$5,600.00
Total for Check: 112339			\$5,600.00
JANE DILWORTH & ASSOC			
213962	CONT BD-600 WARREN TER	24294	\$1,250.00
Total for Check: 112340			\$1,250.00
JOHNSON, SHAWN			
213869	UNIFORM ALLOWANCE	POS7E00102351	\$72.80
Total for Check: 112341			\$72.80
JUNG, THOMAS			
214021	UNIFORM ALLOWANCE	POS7E00103787	\$134.95
Total for Check: 112342			\$134.95
K-FIVE CONSTRUCTION CORP			
213629	HOT PATCH	5692	\$184.32
Total for Check: 112343			\$184.32
KACMARCIK, JOYCE			
213779	REIMB FOR ICC CERTIFICATE	100448826	\$199.00
Total for Check: 112344			\$199.00
KASPERSKI, ERIC			
213670	UNIFORM ALLOWANCE	111017	\$165.43
213671	UNIFORM ALLOWANCE	111117	\$50.36
Total for Check: 112345			\$215.79

WARRANT REGISTER: 1639

DATE: 12/11/17

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
KATHLEEN W BONO CSR			
213639	#HPC-08-2017/#HPC-09-2017	7606	\$560.00
213804	#A-33-2017	7592	\$388.00
213907	#V-07-17 & #V-08-17	7615	\$716.00
Total for Check: 112346			\$1,664.00
KH KIMS TAE KWON DO			
213971	FALL TAEKWONDO	222010-17	\$1,056.00
Total for Check: 112347			\$1,056.00
KLEIN, THORPE, JENKINS LTD			
213805	LEGAL FEES THRU 10/31/17	192591-192599	\$17,658.30
Total for Check: 112348			\$17,658.30
KROESCHELL SERVICE, INC			
213601	KLM REPAIRS	58676	\$1,264.00
213866	BOILER SERVICE	58674	\$948.00
213867	BOILER SERVICE	58675	\$1,301.17
Total for Check: 112349			\$3,513.17
LAKESHORE RECYCLING SYS			
213673	STREET SWEEPING	14392	\$3,550.00
214020	1 FULL SWEEP & 2 STRAIGHT	14564	\$7,300.00
Total for Check: 112350			\$10,850.00
LILJESTRAND, GINA & CRAIG			
213725	CONT BD-129 S ADAMS	24327	\$500.00
Total for Check: 112351			\$500.00
LOUGHLIN, MICHAEL			
213963	CONT BD-111 N WASHINGTON	24218	\$500.00
Total for Check: 112352			\$500.00
LOUGHLIN, MICHAEL			
213964	CONT BD-111 N WASHINGTON	24235	\$3,000.00
Total for Check: 112353			\$3,000.00
LOWER DESPLAINES			
213968	START UP DUES WATERSHED	107	\$833.75
Total for Check: 112354			\$833.75
M E SIMPSON CO INC			
213892	METER TEST-455 WASHINGTON	30785	\$45.00
Total for Check: 112355			\$45.00
MAC STRATEGIES GROUP, INC			
213916	CONSULTING-DEC 2017	2097	\$3,250.00

WARRANT REGISTER: 1639

DATE: 12/11/17

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
		Total for Check: 112356	\$3,250.00
MANGANIELLO, JIM			
213674	NOV 17 METER READINGS	112117	\$132.50
		Total for Check: 112357	\$132.50
MANTZ, DIANA			
213675	KLM SECURITY DEP-EN171111	23419	\$500.00
		Total for Check: 112358	\$500.00
MARIOS CATERING			
213612	CATERER'S DEPOSIT	24521	\$500.00
		Total for Check: 112359	\$500.00
MATERIAL SERVICE CORP			
213889	STONE BACKFILL	5661008	\$903.03
214025	GRAVEL	5662844	\$150.91
		Total for Check: 112360	\$1,053.94
MCANDREWS, CATHY L			
213768	BARRE ABOVE 1 REGISTRATIO	222214-A	\$76.80
		Total for Check: 112361	\$76.80
MCCARTHY, GAIL & WILLIAM			
213728	CONT BD-17 E NORTH	24190	\$500.00
		Total for Check: 112362	\$500.00
MEDICOM REIMBURSEMENT			
213800	NEW NEIGHBOR DISTRIBUTION	5768	\$12.00
		Total for Check: 112363	\$12.00
MEMON, AFTAB & ANDREA			
213787	CONT BD-825 S VINE	23846	\$10,000.00
		Total for Check: 112364	\$10,000.00
MEMON, AFTAB & ANDREA			
213788	ST MGMT-825 S VINE	23845	\$3,000.00
		Total for Check: 112365	\$3,000.00
MENARDS			
213722	GREENTREATE-PICK	84464	\$29.20
213722	GREENTREATE-PICK	84464	\$23.14
213722	GREENTREATE-PICK	84464	\$22.80
213723	TIE WIRE-DEER FENCE	86021	\$59.97
213724	SURROUND HEATER	85507	\$27.97
213899	CHRISTMAS DECORATIONS	86517	\$252.00
213900	N PLATFORM SHORT PAID	80428	\$0.54
		Total for Check: 112366	\$415.62

Run date: 07-DEC-17

Village of Hinsdale

Page: 14

WARRANT REGISTER: 1639

DATE: 12/11/17

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
METRA GROUP TRAVEL			
213643	TRAIN RIDES HLDAY EXPRESS	112017	\$910.00
	Total for Check:	112367	\$910.00
METROCOUNT INC			
213927	TRAFFIC STUDY EQUIPMENT	INV08274	\$384.00
	Total for Check:	112368	\$384.00
MIDWEST AIR PRO			
213941	SVC CALL REP ON MAGNET	13142	\$247.50
	Total for Check:	112369	\$247.50
MIDWEST INTERSTATE ELECTR			
213702	KLM ELECTRICAL WORK	94643	\$2,001.76
	Total for Check:	112370	\$2,001.76
MIDWEST TIME RECORDER			
213936	TIME CLOCK MNTHLY FEE-NOV	158338	\$118.60
	Total for Check:	112371	\$118.60
MIDWEST WATER GROUP			
213969	MANHOLE INSP SURVEY	9403	\$1,900.00
	Total for Check:	112372	\$1,900.00
MINER ELECTRONICS			
213676	RADIO SUPPLY/INSTALL	13989	\$493.00
213970	TECH SERVICE PERFORMED	264470	\$1,400.00
	Total for Check:	112373	\$1,893.00
MITTELSTADT, MICHAEL			
213589	PAID TICKET TWICE	010200106283	\$40.00
	Total for Check:	112374	\$40.00
MORRISSEY, MELANIE			
213955	CONT BD-804 CLEVELAND	24144	\$2,800.00
	Total for Check:	112375	\$2,800.00
MOTOROLA SOLUTIONS			
213924	NOV STARCOM FEES	322729302017	\$34.00
	Total for Check:	112376	\$34.00
MOULDER MASONRY LLC			
213590	BRICK WORK AT PD STATION	111317	\$1,000.00
	Total for Check:	112377	\$1,000.00
MURRAY, BRIANA			
213953	REFUND HOLIDAY EXPRESS	202050-A	\$116.00

WARRANT REGISTER: 1639

DATE: 12/11/17

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
		Total for Check: 112378	\$116.00
NAPA AUTO PARTS			
213677	STOCK ORDER	4343-521182	\$11.51
213677	STOCK ORDER	4343-521182	\$47.88
213677	STOCK ORDER	4343-521182	\$79.38
213677	STOCK ORDER	4343-521182	\$217.59
213677	STOCK ORDER	4343-521182	\$16.41
213677	STOCK ORDER	4343-521182	\$6.06
213677	STOCK ORDER	4343-521182	\$16.41
213678	CONNECTORS CREDIT	4343-520928	\$24.98-
213679	XMAS DECOR-MECHANICS WIRE	4343-521029	\$107.96
214032	MECHANICS WIRE	4343523640	\$52.98
		Total for Check: 112379	\$531.20
NAVARRO'S REMODELING			
213786	CONT BD-902 S BRUNER	24211	\$500.00
		Total for Check: 112380	\$500.00
NEW CONCEPT SERVICES, INC			
213973	LEAF HAULING	2253	\$1,960.00
		Total for Check: 112381	\$1,960.00
NICABOYNE			
213595	GLOW STICKS-HALLOWEEN	43756	\$372.00
		Total for Check: 112382	\$372.00
NICOR GAS			
213790	YOUTH CENTER-10/24-11/22	9007900000	\$172.44
213801	121 SYMONDS-10/24-11/22	38466010006	\$47.91
213801	121 SYMONDS-10/24-11/22	38466010006	\$47.92
213802	PLATFORM TEN-10/17-11/10	06677356575	\$629.12
213803	5905 S CNTY-10/11-11/10	12952110000	\$143.34
		Total for Check: 112383	\$1,040.73
NORMANDY CONSTRUCTION			
213729	CONT BD-212 PHILLIPPA	23900	\$5,000.00
213730	CONT BD-17 S THURLOW	23938	\$1,500.00
213731	CONT BD-331 N GARFIELD	24017	\$2,700.00
213961	CONT BD-429 N CLAY	24220	\$1,200.00
		Total for Check: 112384	\$10,400.00
NUCO2 INC			
213689	CHEMICALS	54019494	\$37.30
		Total for Check: 112385	\$37.30
OCHOA, JOHN			
213726	CONT BD-5620 S WASHINGTON	24289	\$750.00

WARRANT REGISTER: 1639

DATE: 12/11/17

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
		Total for Check: 112386	\$750.00
ORACLE AMERICA INC			
213591	SOFTWARE SUPPORT	43891981	\$40.44
		Total for Check: 112387	\$40.44
OUTDOOR UPGRADES			
213736	CONT BD-213 W NINTH	24224	\$1,000.00
		Total for Check: 112388	\$1,000.00
OUTDOOR UPGRADES INC			
213735	CONT BD-305 N WASHINGTON	23992	\$2,000.00
		Total for Check: 112389	\$2,000.00
PANAGAS, ROSE MARIE			
213807	KLM SECURITY DEP-EN171119	23446	\$250.00
		Total for Check: 112390	\$250.00
PATEL, SIMRIT & RUPESH			
213957	CONT BD-640 S STOUGH	23985	\$5,000.00
		Total for Check: 112391	\$5,000.00
PLAY WELL TEKNOLOGIES			
213914	AUG 2017 CLASS PLAYWELL	DB13461B	\$1,625.00
		Total for Check: 112392	\$1,625.00
POSHEK, HILARY			
213908	BREAKFAST WITH SANTA	723675	\$52.45
213909	DECORATIONS FOR KLM	112817	\$30.98
213910	EMPLOYEE RECOGNITION	112817	\$36.41
		Total for Check: 112393	\$119.84
PRAME, THOMAS MARK			
213784	CONT BD-318 S GARFIELD	23301	\$5,000.00
		Total for Check: 112394	\$5,000.00
PRANER, CALLIE			
213806	KLM SECURITY DEP-EN171118	23421	\$500.00
		Total for Check: 112395	\$500.00
PREMIER LANDSCAPE			
213965	CONT BD-306 E THIRD	24288	\$1,300.00
213966	CONT BD-212 N LINCOLN	23969	\$2,000.00
		Total for Check: 112396	\$3,300.00
PROVEN BUSINESS SYSTEMS			
213644	QTR COPIER MAINTENANCE	439625	\$834.84
213680	QTRLY COPIER MAINTENANCE	441187	\$1,200.00

WARRANT REGISTER: 1639

DATE: 12/11/17

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
213680	QTRLY COPIER MAINTENANCE	441187	\$1,200.00
213680	QTRLY COPIER MAINTENANCE	441187	\$600.00
213680	QTRLY COPIER MAINTENANCE	441187	\$600.00
213681	QTRLY COPIER MAINTENANCE	440362	\$675.00
Total for Check: 112397			\$5,109.84
RAINBOW FARMS ENTERPRISES			
214035	DUMPING-WOODCHIPS	35508	\$750.00
Total for Check: 112398			\$750.00
RAY O'HERRON CO INC			
213920	FLASHLIGHT BAT-LOCKOUT KT	1761016-IN	\$116.97
214005	UNIFORMS	1763593-IN	\$111.39
214006	UNIFORMS PD	1761012-IN	\$24.00
214007	UNIFORMS PD	1761011-IN	\$64.80
214008	UNIFORMS PD	1761015-IN	\$15.96
214009	UNIFORM PD	1761013-IN	\$240.00
214010	UNIFORM PD	1761904-IN	\$10.00
214011	UNIFORM PD	1761902-IN	\$547.95
214012	UNIFORM-PD	1760285-IN	\$66.51
214013	UNIFORM RETURN	1762416-CM	\$262.53-
214014	UNIFORM RETURN	1760282-CM	\$31.46-
Total for Check: 112399			\$903.59
RUSSELL, DANIEL			
213740	CONT BD-531 FRANKLIN	24157	\$1,250.00
Total for Check: 112400			\$1,250.00
RYAN, TIM			
213948	REIMBURSEMENT FOR ICC	3762	\$199.00
Total for Check: 112401			\$199.00
SAFETY-KLEEN SYSTEMS, INC			
214031	PARTS WASHER RENTAL	75222773	\$179.31
Total for Check: 112402			\$179.31
SECRETARY OF STATE			
213600	RENEW 4 CONFIDENTIAL PLAT	110717	\$404.00
Total for Check: 112403			\$404.00
SERVICE FORMS & GRAPHICS			
213603	BUSINESS CARDS-K TRAUSCH	152768	\$53.18
213641	WINDOW & REGULAR ENVELOPE	162839	\$952.50
213919	BUSINESS CARDS-HUCKFELDT	162710	\$50.18
213931	INSPECTION SLIPS	162857	\$259.08
213932	INSPECTIONS SLIPS	162856	\$218.38
Total for Check: 112404			\$1,533.32

WARRANT REGISTER: 1639

DATE: 12/11/17

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
SPINAZOLA PROPERTIES			
213967	CONT BD-417 FOREST	20775	\$500.00
Total for Check: 112406			\$500.00
STANDARD EQUIPMENT CO			
214033	TANK TO BOOM HOSE	P02703	\$381.35
Total for Check: 112407			\$381.35
STERLING CODIFIERS INC			
213915	HOSTING FEE	20065	\$500.00
Total for Check: 112408			\$500.00
STEVE COLLINS PAINTING			
214023	ROBBINS PK-NEW ROOF INSTA	2017	\$775.00
Total for Check: 112409			\$775.00
STONE, MARGARET			
213783	CONT BD-40 ORCHARD PL	24265	\$500.00
Total for Check: 112410			\$500.00
STRADA CONSTRUCTION CO.			
213630	SIDEWALK REP BURLINGTON	17-863	\$5,200.00
213682	CONCRETE RESTORATIONS	17-860	\$957.00
213682	CONCRETE RESTORATIONS	17-860	\$435.00
213930	2017 50/50 SIDEWALK	17-859	\$20,280.00
213930	2017 50/50 SIDEWALK	17-859	\$88,475.75
Total for Check: 112411			\$115,347.75
SUBURBAN BLDG OFF CONF			
213776	SBOC CHRISTMAS PROGRAM	M2NLFHGV2	\$100.00
Total for Check: 112412			\$100.00
SULLIVAN, SUSAN			
213808	KLM SECURITY DEP-EN171119	24542	\$250.00
Total for Check: 112413			\$250.00
SUNSOURCE			
213798	3M GASKET	4855253-01	\$111.40
213799	3M GASKET	4855253-00	\$90.30
Total for Check: 112414			\$201.70
T2 CONTRACTING CORP			
213782	CONT BD-618 MILLS	24213	\$2,500.00
Total for Check: 112415			\$2,500.00
TAMELING INDUSTRIES			
213683	PARKS-GROUNDS	0120292-IN	\$15.00
Total for Check: 112416			\$15.00

Run date: 07-DEC-17

Village of Hinsdale

Page: 19

WARRANT REGISTER: 1639

DATE: 12/11/17

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
TASTE OF HOME CATERING			
213896	BREAKFAST/SANTA CATERING	E32064	\$633.75
Total for Check: 112417			\$633.75
THE HINSDALEAN			
213775	#HPC-10-2017	2961	\$138.60
Total for Check: 112419			\$138.60
THE LAW OFFICES OF			
213588	ADMIN HEARINGS-TOWING	H-16-2017	\$100.00
Total for Check: 112420			\$100.00
THE W-T GROUP, LLC			
213684	TOLLWAY CONSTR PROJ 11/5	CE17063-6	\$5,601.00
Total for Check: 112421			\$5,601.00
THIRD MILLENIUM			
213604	UTILITY BILLING-OCTOBER	21380	\$1,106.94
Total for Check: 112422			\$1,106.94
THOMPSON ELEVATOR INSPEC			
213778	3RD PTY ELEVATOR INSPECT	17-2949	\$100.00
Total for Check: 112423			\$100.00
THOMSON REUTERS WEST			
214017	OCTOBER CLEAR CHARGES	837096435	\$182.99
214018	OVERPAYMENT	836912894	\$7.00-
Total for Check: 112424			\$175.99
TORSBERG, MARK			
213954	CONT BD-722 JUSTINA	24262	\$500.00
Total for Check: 112425			\$500.00
TRAFFIC CONTROL & PROTECT			
214024	SIGNS FOR FULLER & ELM	91112	\$360.80
Total for Check: 112426			\$360.80
UNIQUE APPAREL SOLUTIONS			
213634	CLASS A YEARS SVC UPDATE	46528	\$20.50
213635	NEVILLE CAP	46097	\$20.00
213636	2 PAIRS CARGO PANTS	46113	\$112.00
213637	UNIFORM SHIRTS	45736	\$77.00
213638	JOB SHIRT	44605	\$68.00
Total for Check: 112427			\$297.50
VILLAGE TRUE VALUE HDWE			
213906	VH CHRISTMAS DECORATIONS	214725	\$62.72

112418-VOID

WARRANT REGISTER: 1639

DATE: 12/11/17

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
		Total for Check: 112428	\$62.72
WAREHOUSE DIRECT INC			
213605	PAPER LTR	3683851-0	\$479.85
213606	RETURNED HEATER	C3670296-1	\$39.82-
213698	KLM SUPPLIES	3690819-0	\$128.69
213766	FOLDERS	3613031-0	\$48.17
213767	FILE STORAGE & CALENDARS	3698829-0	\$85.89
213777	OFFICE SUPPLIES	3684536-0	\$10.33
213897	ORGANIZER FOR WALL	3704369-0	\$20.98
213898	RETURNED ORGANIZER	C3617793-0	\$20.98-
213933	OFFICE FURNITURE	3547981-0	\$403.50
213934	TONER	3698830-0	\$49.56
213974	SECURITY BOX-FIRE-RTRD	3701976-0	\$29.18
213975	CREAMER & PENS	3690148-0	\$47.96
213976	DISC DVD RETURNED	C3520364-0	\$53.76-
213977	JANITORIAL SUPPLIES	3690143-0	\$97.89
214040	OFFICE SUPPLIES	3685963-0	\$107.18
214041	OFFICE SUPPLIES	3699419-0	\$63.53
		Total for Check: 112429	\$1,458.15
WEST CENTRAL MUNICIPAL			
213704	TREE PLANTING	0006583-IN	\$22,564.00
		Total for Check: 112430	\$22,564.00
WESTERN REMAC, INC			
213894	STREET NAME SIGNS	53657	\$41.24
		Total for Check: 112431	\$41.24
WHOLESALE DIRECT, INC			
213888	TRUCK PARTS	000230202	\$85.86
213888	TRUCK PARTS	000230202	\$45.28
		Total for Check: 112432	\$131.14
WILLOWBROOK FORD INC			
213685	RESISTOR PART	5128209	\$91.54
		Total for Check: 112433	\$91.54
WISCH RENTAL PROPERTIES			
213732	CONT BD-50 E WASHINGTON	23862	\$500.00
		Total for Check: 112434	\$500.00
WOODWARD, MARY			
213686	REIMBURSE PKWY TREE	646	\$260.00
		Total for Check: 112435	\$260.00
ZAVISTA, MELINDA			
213911	CANDY CANES-BREAK W/SANTA	112817	\$10.31

Run date: 07-DEC-17

Village of Hinsdale

Page: 21

WARRANT REGISTER: 1639

DATE: 12/11/17

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
213912	TABLECLOTHS	112817	\$2.28
213913	BRKFST W/SANTA CENTERPIEC	112817	\$43.20
213949	JOANN FABRICS PURCHASE	113017	\$47.59
213950	HOME DEPOT PURCHASE	112817	\$9.98
213951	DOLLAR TREE PURCHASE	112817	\$1.00
Total for Check: 112436			\$114.36
FULLERS HOME & HARDWARE			112437-VOID
214060	MISCELLANEOUS HARDWARE	NOV 2017	\$5.93
214060	MISCELLANEOUS HARDWARE	NOV 2017	\$57.09
214060	MISCELLANEOUS HARDWARE	NOV 2017	\$13.47
214060	MISCELLANEOUS HARDWARE	NOV 2017	\$5.02
214060	MISCELLANEOUS HARDWARE	NOV 2017	\$5.38
214060	MISCELLANEOUS HARDWARE	NOV 2017	\$14.83
214060	MISCELLANEOUS HARDWARE	NOV 2017	\$13.02
214060	MISCELLANEOUS HARDWARE	NOV 2017	\$26.13
214060	MISCELLANEOUS HARDWARE	NOV 2017	\$18.42
214060	MISCELLANEOUS HARDWARE	NOV 2017	\$43.24
Total for Check: 112438			\$202.53
SIKICH, LLP			
214062	AUDIT FEES APR 30, 2017	316750	\$4,011.00
Total for Check: 112439			\$4,011.00
THE CONCORD CONSULTING			
214061	DESIGN-BUILD EVAL SURF LT	2017A100/01	\$1,500.00
Total for Check: 112440			\$1,500.00

REPORT TOTAL \$2,293,739.12

END OF REPORT

REQUEST FOR BOARD ACTION
Administration

AGENDA SECTION: ACA–Consent Agenda

SUBJECT: Recommendation to Approve a Contract with W-T Engineering to Perform Engineering Work to Develop an Alternate Tollway Plan that does not Require the Movement of Sound Walls

MEETING DATE: December 11, 2017

FROM: Kathleen A. Gargano, Village Manager
Bradley Bloom, Assistant Village Manager/Director of Public Safety

Recommended Motion

Approve an agreement with W-T Engineering for engineering services to review the proposed Illinois State Toll Highway Authority (Tollway) design and the development of an alternate design at an hourly rate of \$200 plus expenses.

Background

The Village, in response to learning that the proposed Tollway improvements through Hinsdale could adversely impact its residents, started studying the most responsible way to expand the Tollway. The Village's process included the hiring of a civil engineer, W-T Engineering, to review the Tollway's plans and to potentially develop an alternate plan that would meet the goals stated by the Tollway in April 2017 and not require moving the sound walls closer to Hinsdale.

The Village Manager approved a contract with Mr. Todd Abrams of W-T Engineering to provide this service with the understanding that the anticipated cost would not exceed the Village Manager's authority of \$20,000.

Discussion & Recommendation

Throughout late Spring 2017 and continuing to present day, Village staff and Mr. Abrams have been working to develop an alternate design that provides a viable alternative to the plan the Tollway publicly proposed in April 2017. On October 30, 2017, President Cauley, Mr. Abrams and staff provided the Village's proposed design to Tollway Chairman Schillerstrom and his staff for their consideration. The Tollway has requested time to analyze the Village's plan.

While it was anticipated that the work of Mr. Abrams would not exceed \$20,000 in May, due to the time needed to evaluate an alternate plan and review various Tollway designs, the current expenses are \$21,823.75. This is beyond the Village Manager's authority and requires Board approval. An hourly rate sheet is attached for reference.

The final plan for the Tollway expansion project is anticipated to be publicly shared in Spring 2018. After that time, it is unlikely that the Village will require the services of Mr. Abrams to the level it has been using to date.

Budget Impact

To date the Village has incurred charges of \$21,823.75. Additional work may be necessary depending upon the Tollway's response to the Village provided alternative.

Village Board and/or Committee Action

At their meeting on November 21, 2017, the Village Board discussed the matter and agreed to move it forward for approval on the Consent Agenda of their next meeting.

Documents Attached

Hourly Rate Sheet

W-T CIVIL ENGINEERING, LLC

CIVIL ENGINEERING CONSULTANTS
2675 PRATUM AVENUE HOFFMAN ESTATES, ILLINOIS 60192
(224) 293-6333 FAX (224) 293-6444

CIVIL ENGINEERING 2017 RATE SCHEDULE

		<u>Expert Testimony</u>
President	\$200.00 / hour	\$300.00 / hour
Vice-President	\$170.00 / hour	\$260.00 / hour
Civil Project Manager	\$140.00 / hour	\$215.00 / hour
Civil Project Engineer	\$115.00 / hour	
Civil Project Designer	\$ 95.00 / hour	
Structural Project Manager	\$140.00 / hour	\$215.00 / hour
Structural Project Engineer	\$115.00 / hour	
Structural Project Designer	\$ 95.00 / hour	
Cad Technician	\$ 80.00 / hour	
Administrative	\$ 65.00 / hour	

AGENDA SECTION: Second Reading – ACA
SUBJECT: Tax Levy Documents
MEETING DATE: December 11, 2017
FROM: Darrell Langlois, Assistant Village Manager/Finance Director

Recommended Motions

1. To approve an Ordinance Levying Taxes for Corporate Purposes for the Fiscal Year of the Village of Hinsdale, Illinois Commencing on May 1, 2017 and Ending on April 30, 2018 in the aggregate amount of \$12,090,836.
2. To approve a Resolution abating the tax hereto levied for the year 2017 to pay the principal of and interest on \$3,500,000 General Obligation Bonds (Waterworks and Sewerage System Alternate Revenue Source), Series 2008C, of the Village of Hinsdale, DuPage and Cook Counties, Illinois.
3. To approve a Resolution abating the tax hereto levied for the year 2017 to pay the principal of and interest on \$5,000,000 General Obligation Bonds (Alternate Revenue Source), Series 2012A, of the Village of Hinsdale, DuPage and Cook Counties, Illinois.
4. To approve a Resolution abating the tax hereto levied for the year 2017 to pay the principal of and interest on \$2,710,000 General Obligation Refunding Bonds (Library Fund Tax Alternate Revenue Source), Series 2013A, of the Village of Hinsdale, DuPage and Cook Counties, Illinois.
5. To approve a Resolution abating the tax hereto levied for the year 2017 to pay the principal of and interest on \$2,025,000 General Obligation Bonds (Waterworks and Sewerage System Alternate Revenue Source), Series 2014A, of the Village of Hinsdale, DuPage and Cook Counties, Illinois.
6. To approve a Resolution abating the tax hereto levied for the year 2016 to pay the principal of and interest on \$5,000,000 General Obligation Bonds (Alternate Revenue Source), Series 2014B, of the Village of Hinsdale, DuPage and Cook Counties, Illinois.
7. To approve a Resolution abating the tax hereto levied for the year 2017 to pay the principal of and interest on \$9,775,000 General Obligation Bonds (Alternate Revenue Source), Series 2017A, of the Village of Hinsdale, DuPage and Cook Counties, Illinois.

Background

In order to comply with the regulations under the Truth in Taxation Act, on November 7, 2017 the Village Board passed a resolution requesting the levying of property taxes in the aggregate amount of \$9,849,578. The attached tax levy documents include the ordinance that will actually levy the taxes for Tax Levy Year 2017 (received in 2018) as well as six (6) separate resolutions that will abate the property tax levy associated with six different bond issues since the Village we has pledged alternative revenue source for the debt service payments that is payable on these bond issues.

Discussion & Recommendation

Attached please find a background memorandum that provides summary information on the tax levy documents.

Budget Impact

Property tax revenue provides funding for 34.1% of General Fund operations and over 97% of Library operations.

Village Board and/or Committee Action

This item was discussed at the Village Board meeting on November 21, 2017 whereby it was the consensus of the Village Board to place this item on the second reading agenda for December 11, 2017.

Documents Attached

1. Tax levy ordinance
2. Six different abatement resolutions
3. Summary memorandum

VILLAGE OF HINSDALE

ORDINANCE NO. O2017-_____

**AN ORDINANCE LEVYING TAXES FOR CORPORATE PURPOSES FOR
THE FISCAL YEAR OF THE VILLAGE OF HINSDALE, ILLINOIS,
COMMENCING ON MAY 1, 2017 AND ENDING ON APRIL 30, 2018**

WHEREAS, the President and Board of Trustees of the Village of Hinsdale, Cook and Du Page Counties and State of Illinois, did on July 11, 2017, adopt and approve Hinsdale Ordinance No.O2017-30, the Annual Appropriation Ordinance for the Village for the fiscal year commencing May 1, 2017 and ending April 30, 2018 the amount of such appropriations being the aggregate sum of \$56,653,547, and

WHEREAS, the Corporate Authorities of the Village of Hinsdale have ascertained that the total amount of appropriations budgeted for in 2017 and amounts deemed necessary to defray additional expenses and liabilities for all corporate purposes to be provided for by the tax levy for the fiscal year commencing May 1, 2017, and ending April 30, 2018, amounts to \$12,090,836 and

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

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

Section 2. Tax Levy. There shall be and is hereby levied on all taxable property within the corporate limits of the Village of Hinsdale for the fiscal year commencing May 1, 2017, and ending April 30, 2018, the sum of \$12,090,836 for General Corporate purposes including Police Protection, Fire Protection, Recreation Programs for Handicapped, Debt Service Fund, Police Pension Fund, Firefighters Pension Fund and Library Funds, making a combined levy of \$12,090,836 as set forth in the attached Exhibit A, which Exhibit A is by this reference hereby fully incorporated into and made a part of this Ordinance.

Section 3. Unexpended Balance. Any unexpended balance of any item or items levied in and by this Ordinance may be expended in making up any deficiency in any items under the same general budget and levy for the same general purpose.

Section 4. Filing with County Clerk. The Village Clerk is hereby authorized and directed to file a certified copy of this Ordinance with the County Clerk of Cook County, Illinois, and the County Clerk of DuPage County, Illinois, prior to December 26, 2017, and in accordance with law, so that said tax may be extended and collected according to law.

Section 5. Severability. Should any clause, sentence, paragraph, or part of this Ordinance be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the Ordinance as a whole or of any part of this Ordinance other than the part so declared to be invalid.

Section 6. Effective Date. This Ordinance shall be in full force and effect immediately on, and after, its passage by a vote of two-thirds of all Corporate Authorities now holding office and approval, the Corporate Authorities hereby finding and declaring that the matters contained herein are matters of urgency. The Village Clerk is hereby authorized and directed to immediately cause this Ordinance to be published in pamphlet form in the manner provided by law.

PASSED this 11th day of December 2017.

AYES:

NAYS:

ABSENT:

APPROVED this 11th day of December 2017.

Thomas Cauley, Village President

ATTEST:

Christine Bruton, Village Clerk

Exhibit A - 2017 Tax Levy Ordinance

Corporate Fund - 10000			Tax Levy
<u>General Government Department - 1000</u>		<u>Appropriation</u>	<u>Amount</u>
7001	Salaries & Wages	893,826	
7002	Overtime	10,000	
7003	Temporary Help	168,025	
7005	Longevity Pay	1,200	
7099	Water Fund Cost Allocation	(781,648)	
7101	Social Security	56,253	
7102	IMRF	125,179	
7105	Medicare	15,559	
7111	Employee Insurance	137,588	
7201	Legal Services	250,000	
7204	Auditing	34,000	
7206	Planning Services	0	
7299	Misc. Professional Services	38,100	
7309	Data Processing	109,180	
7316	IT Service Contract	176,000	
7399	Misc. Contractual Services	28,500	
7401	Postage	17,500	
7402	Utilities	3,000	
7403	Telephone	13,775	
7414	Legal Publications	6,000	
7415	Employment Advertising	4,000	
7419	Printing & Publications	12,100	
7499	Misc. Services	4,850	
7501	Office Supplies	14,400	
7503	Gasoline & Oil	250	
7508	Licenses	2,500	
7520	Computer Equipment Supplies	19,300	
7539	Software Purchases	35,600	
7599	Misc. Supplies	11,200	
7602	Office Equipment	12,000	
7603	Motor Vehicles	0	
7606	Computer Equipment	1,000	
7701	Conferences & Staff Development	20,000	
7702	Memberships & Subscriptions	24,175	
7703	Employee Relations	14,100	
7706	Plan Commission	500	
7707	Historic Preservation Commission	10,000	
7709	Board of Fire & Police Commissioners	33,900	
7710	Economic Development Commission	90,000	
7711	Zoning Board of Appeals	500	
7712	Design Review Commission	0	
7714	Zoning Code Task Force	0	
7720	Contributions	0	
7725	Ceremonial Occasions	1,500	

Exhibit A - 2017 Tax Levy Ordinance

7729	Principal Expense	217,910	0
7735	Educational Training	800	
7736	Personnel	750	
7737	Mileage Reimbursement	200	
7749	Interest Expense	5,557	0
7765	Sr. Taxi Program	0	
7795	Bank & Bond Fees	59,400	
7797	Contingency for Unforeseen Expenses	350,000	
7799	Misc Expenses	0	
7810	IRMA Premiums	28,400	
7812	Self-Insured Deductible	15,000	
7899	Other Insurance	400	
7901	Office Equipment	0	
7909	Buildings	150,000	
7918	General Equipment	39,500	
7919	Computer Equipment	405,000	
7990	Contingency for Unforeseen Expenses	288,683	
	Total General Government Department	<u>3,175,512</u>	<u>0</u>

Corporate Fund - 10000

Police Department - 1200

	<u>Appropriation</u>	<u>Tax Levy Amount</u>
7001	Salaries & Wages	2,526,490
7002	Overtime	120,000
7003	Temporary Help	179,533
7005	Longevity Pay	11,400
7008	Reimbursable Overtime	50,000
7099	Water Fund Cost Allocation	(18,820)
7101	Social Security	21,243
7102	IMRF	34,099
7105	Medicare	41,880
7106	Police Pension	791,178
7111	Employee Insurance	442,585
7112	Unemployment Compensation	0
7299	Misc. Professional Services	7,065
7302	Refuse Removal	0
7306	Building & Grounds	750
7307	Custodial	20,600
7308	Dispatch Service	273,909
7309	Data Processing	21,504
7399	Misc. Contractual Services	56,453
7401	Postage	1,400
7402	Utilities	7,500
7403	Telephone	34,000
7404	Teletype/Pagers	0
7407	Dog Pound	0

Exhibit A - 2017 Tax Levy Ordinance

7419	Printing & Publications	10,550	
7422	Rent	0	
7501	Office Supplies	7,700	
7503	Gasoline & Oil	38,000	
7504	Uniforms	34,650	
7505	Chemicals	0	
7507	Building Supplies	150	
7508	Licenses	1,000	
7509	Janitor Supplies	2,500	
7510	Tools	0	
7514	Range Supplies	10,300	
7515	Camera Supplies	500	
7520	Computer Equipment Supplies	5,000	
7525	Emergency Management	1,250	
7530	Medical Supplies	450	
7539	Software Purchases	2,450	
7599	Misc. Supplies	20,700	
7601	Buildings	12,000	
7602	Office Equipment	4,900	
7603	Motor Vehicles	24,000	
7604	Radios	1,000	
7611	Parking Meters	1,500	
7618	General Equipment	1,500	
7701	Conferences & Staff Development	12,550	
7702	Memberships & Subscriptions	7,830	
7719	HSD Sewer Use Charge	300	
7735	Educational Training	29,500	
7736	Personnel	1,000	
7737	Mileage Reimbursement	1,500	
7810	IRMA Premiums	66,900	
7812	Self-Insured Deductible	30,000	
7902	Motor Vehicles	66,000	
7909	Buildings	46,000	
7918	General Equipment	102,000	
7919	Computer Equipment	0	
7990	Contingency for Unforeseen Expenses	258,322	
	Total Police Department	5,424,771	2,549,815
		0	

Corporate Fund - 10000

Fire Department - 1500

	<u>Appropriation</u>	<u>Tax Levy Amount</u>
7001	Salaries & Wages	2,267,131
7002	Overtime	215,000
7003	Temporary Help	51,893
7004	Stand-By Time	0
7005	Longevity Pay	11,500

Exhibit A - 2017 Tax Levy Ordinance

7099	Water Fund Cost Allocation	(18,820)	
7101	Social Security	14,948	
7102	IMRF	20,369	
7105	Medicare	36,910	
7107	Firefighters Pension	976,718	
7111	Employee Insurance	390,238	15,791
7112	Unemployment Compensation	0	
7302	Refuse Removal	0	
7306	Building & Grounds	600	
7307	Custodial	3,000	
7308	Dispatch Service	207,820	
7399	Misc. Contractual Services	10,820	
7401	Postage	750	
7402	Utilities	7,500	
7403	Telephone	15,000	
7404	Teletype/Pagers	0	
7409	Equipment Rental	0	
7419	Printing & Publications	750	
7501	Office Supplies	4,000	
7503	Gasoline & Oil	12,100	
7504	Uniforms	13,000	
7505	Chemicals	0	
7506	Motor Vehicle Supplies	250	
7507	Building Supplies	5,800	
7508	Licenses	1,500	
7509	Janitor Supplies	0	
7510	Tools	5,000	
7515	Camera Supplies	200	
7520	Computer Equipment Supplies	1,000	
7525	Emergency Management	4,500	
7530	Medical Supplies	7,550	
7531	Fire Prevention Supplies	2,000	
7532	Oxygen & Air Supplies	800	
7533	Hazmat Supplies	4,350	
7534	Fire Suppression Supplies	4,150	
7535	Fire Inspection Supplies	225	
7536	Infection Control Supplies	1,200	
7537	Safety Supplies	500	
7539	Software Purchases	6,000	
7601	Buildings	15,000	
7602	Office Equipment	1,350	
7603	Motor Vehicles	47,000	
7604	Radios	16,750	
7606	Computer Equipment	1,200	
7618	General Equipment	10,100	
7701	Conferences & Staff Development	3,800	

Exhibit A - 2017 Tax Levy Ordinance

7702	Memberships & Subscriptions	8,910	
7719	HSD Sewer Use Charge	250	
7729	Bond Principal Repayment	103,748	
7735	Educational Training	23,590	
7736	Personnel	700	
7749	Interest Expense - Loan	5,909	
7810	IRMA Premiums	60,100	
7812	Self-Insured Deductible	15,000	
7902	Motor Vehicles	295,000	
7909	Buildings	26,000	
7919	Computer Equipment	0	
7918	General Equipment	0	
7990	Contingency for Unforeseen Expenses	246,033	
	Total Fire Department	5,166,692	2,549,815

Corporate Fund - 10000

Public Services Department - 2000

	<u>Appropriation</u>	<u>Tax Levy Amount</u>
7001	Salaries & Wages	1,230,594
7002	Overtime	65,000
7003	Temporary Help	63,236
7005	Longevity Pay	4,100
7099	Water Fund Cost Allocation	(130,472)
7101	Social Security	83,499
7102	IMRF	156,537
7105	Medicare	19,762
7111	Employee Insurance	195,010
7202	Engineering	1,000
7299	Other Professional Services	18,500
7301	Street Sweeping	47,660
7302	Refuse Removal	0
7303	Mosquito Abatement	55,496
7304	D E D Removals	94,396
7306	Building & Grounds	10,000
7307	Custodial	48,240
7310	Traffic Signals	400
7312	Landscaping	59,371
7313	Third Party Review	40,000
7319	Tree Trimming	65,740
7320	Elm Tree Fungicide Program	147,237
7399	Misc. Contractual Services	47,200
7401	Postage	1,200
7402	Utilities	150,300
7403	Telephone	9,350
7404	Teletype/Pagers	0
7405	Dumping	19,800

Exhibit A - 2017 Tax Levy Ordinance

7409	Equipment Rental	1,300	
7410	Fall Leaf P/Up Program	0	
7411	Holiday Decorating	10,060	
7419	Printing & Publishing	500	
7499	Misc. Services	0	
7501	Office Supplies	5,250	
7503	Gasoline & Oil	19,300	
7504	Uniforms	12,460	
7505	Chemicals	76,530	
7506	Motor Vehicle Supplies	2,500	
7507	Building Supplies	3,000	
7508	Licenses	122	
7509	Janitor Supplies	3,800	
7510	Tools	8,265	
7515	Camera Supplies	0	
7518	Laboratory Supplies	75	
7519	Trees	99,180	
7520	Computer Supplies	0	
7530	Medical Supplies	1,000	
7539	Software Purchases	2,500	
7599	Misc. Supplies	9,700	
7601	Buildings	30,490	
7602	Office Equipment	2,350	
7603	Motor Vehicles	42,760	
7604	Radios	1,865	
7605	Grounds	3,316	
7615	Streets & Alleys	50,240	
7618	General Equipment	1,250	
7619	Traffic & Street Lights	7,000	
7622	Traffic & Street Signs	18,300	
7699	Misc. Repairs	550	
7701	Conferences & Staff Development	1,520	
7702	Dues & Subscriptions	7,150	
7719	HSD Sewer Use Charge	1,500	
7735	Educational Training	7,370	
7736	Personnel	2,550	
7810	IRMA Premium	48,600	
7812	Self Insurance Deductible	25,000	
7902	Motor Vehicles	270,000	
7909	Buildings	225,000	
7918	General Equipment	0	
7990	Contingency for Unforeseen Expenses	175,275	
	Total Public Services Department	3,680,784	0

Exhibit A - 2017 Tax Levy Ordinance

Corporate Fund - 10000		Tax Levy
Community Development Department - 2400		Amount
	<u>Appropriation</u>	
7001 Salaries & Wages	543,755	
7002 Overtime	5,000	
7003 Temporary Help	84,688	
7005 Longevity Pay	1,900	
7099 Water Fund Cost Allocation	(149,111)	
7101 Social Security	38,268	
7102 IMRF	75,295	
7105 Medicare	9,212	
7111 Employee Insurance	72,406	
7202 Engineering	0	
7299 Misc. Professional Services	0	
7309 Data Processing	9,300	
7311 Inspectors	35,000	
7313 Commercial Review	10,000	
7401 Postage	2,500	
7403 Telephone	7,000	
7406 Citizen Information	0	
7419 Printing & Publishing	750	
7499 Misc. Services	7,500	
7501 Office Supplies	6,000	
7502 Publications	1,200	
7503 Gasoline & Oil	600	
7504 Uniforms	850	
7510 Tools	500	
7515 Camera Supplies	0	
7520 Computer Equipment Supplies	0	
7539 Software Purchases	0	
7599 Misc. Supplies	100	
7602 Office Equipment	3,500	
7603 Motor Vehicles	750	
7604 Radios	0	
7699 Misc. Repairs	0	
7701 Conferences & Staff Development	750	
7702 Dues & Subscriptions	2,250	
7735 Educational Training	2,500	
7736 Personnel	200	
7737 Mileage Reimbursement	100	
7810 IRMA Premiums	10,400	
7812 Self-Insured Deductible	2,500	
7901 Office Equipment	0	
7990 Contingency for Unforeseen Expenses	39,283	
Total Community Development Department	824,946	0

Corporate Fund - 10000

Tax Levy

Exhibit A - 2017 Tax Levy Ordinance

<u>Parks & Recreation Department - 3000</u>		<u>Appropriation</u>	<u>Amount</u>
7001	Salaries & Wages	412,767	
7002	Overtime	10,200	
7003	Temporary Help	277,413	
7005	Longevity Pay	1,400	
7099	Water Fund Cost Allocation	(18,820)	
7101	Social Security	43,448	
7102	IMRF	56,561	
7105	Medicare	10,161	
7111	Employee Insurance	85,402	
7302	Refuse Removal	0	
7306	Buildings & Grounds	48,550	
7307	Custodial	36,150	
7309	Data Processing	14,580	
7312	Landscaping	107,250	
7314	Recreation Programs	232,850	75,517
7399	Misc. Contractual Services	23,318	
7401	Postage	3,300	
7402	Utilities	89,000	
7403	Telephone	9,500	
7404	Teletype/Pagers	0	
7405	Dumping	0	
7406	Citizen Information	22,800	
7409	Equipment Rental	5,555	
7415	Employment Advertisements	0	
7419	Printing & Publications	18,700	
7501	Office Supplies	6,250	
7503	Gasoline & Oil	7,700	
7504	Uniforms	7,545	
7505	Chemicals	13,850	
7507	Building Supplies	4,000	
7508	Licenses	3,475	
7509	Janitorial Supplies	5,550	
7510	Tools	2,550	
7511	KLM Event Supplies	2,500	
7515	Camera Supplies	0	
7517	Recreation Supplies	39,000	
7520	Computer Equipment	500	
7530	Medical Supplies	380	
7537	Safety Supplies	850	
7599	Misc. Supplies	50	
7601	Buildings	61,600	
7602	Office Equipment	4,100	
7603	Motor Vehicles	1,750	
7604	Radios	660	
7605	Grounds	16,700	

Exhibit A - 2017 Tax Levy Ordinance

7617	Recreation Equipment	2,000	
7618	General Equipment	24,480	
7699	Misc. Repairs	150	
7701	Conferences & Staff Development	3,000	
7702	Memberships & Subscriptions	2,198	
7708	Park & Recreation Commission	50	
7719	Flagg Creek Sewer Charge	3,500	
7735	Educational Training	2,045	
7736	Personnel	330	
7737	Mileage Reimbursement	650	
7795	Bank & Bond Fees	11,000	
7810	IRMA Premiums	29,500	
7812	Self-Insured Deductible	2,500	
7902	Motor Vehicles	36,000	
7903	Park - Playground Equipment	0	
7908	Land & Grounds	211,405	
7909	Buildings	105,000	
7916	Furniture and Fixtures	0	
7918	General Equipment	15,000	
7990	Contingency for Unforeseen Expenses	105,895	
	Total Parks & Recreation Department	2,223,798	75,517

Motor Fuel Tax Fund - 23000

	<u>Appropriation</u>	<u>Tax Levy Amount</u>
7202	Engineering	0
7299	Misc. Professional Services	0
7904	Sidewalks	0
7906	Street Improvements	0
7990	Contingency for Unforeseen Expenses	0
	0	0

Foreign Fire Insurance Fund - 25000

	<u>Appropriation</u>	<u>Tax Levy Amount</u>
7406	Citizen Information	0
7504	Uniforms	5,000
7510	Tools	0
7520	Computer Supplies	0
7599	Misc Supplies	0
7735	Educational Training	9,500
7795	Bank & Bond Fees	0
7802	Officials Bonds	500
7909	Buildings	0
7918	General Equipment	86,500
7990	Contingency for Unforeseen Expenses	10,150
	Total	111,650
		0

Exhibit A - 2017 Tax Levy Ordinance

<u>Debt Service Funds - 37000</u>		<u>Appropriation</u>	<u>Tax Levy Amount</u>
7729	Bond Principal Payment	745,000	835,000
7749	Interest Expense	333,754	689,268
7795	Bank & Bond Fees	1,700	
7990	Contingency for Unforeseen Expenses	54,023	
Total		1,134,477	1,524,268

<u>MIP Infrastructure Projects Fund - 45300</u>		<u>Appropriation</u>	<u>Tax Levy Amount</u>
7201	Legal Services	0	
7202	Engineering	223,000	
7299	Other Professional Services	0	
7750	Bond issuance Costs	0	
7901	Office Equipment	0	
7904	Sidewalks	305,000	
7906	Street Improvements	13,263,455	
7909	Building Improvements	0	
7990	Contingency for Unforeseen Expenses	689,573	0
		14,481,028	0

<u>Annual Infrastructure Project Fund - 45400</u>		<u>Appropriation</u>	<u>Tax Levy Amount</u>
7906	Street Improvements	2,251,086	0
7990	Contingency for Unforeseen Expenses	112,554	
		2,363,640	

<u>Water & Sewer Operations Fund - 61061</u>		<u>Appropriation</u>	<u>Tax Levy Amount</u>
7001	Salaries & Wages	563,896	
7002	Overtime	80,000	
7703	Temporary	0	
7005	Longevity Pay	3,100	
7099	Water Fund Cost Allocation	1,117,692	
7101	Social Security	40,114	
7102	IMRF	77,187	
7105	Medicare	9,381	
7111	Employee Insurance	87,712	
7201	Legal Services	2,500	
7202	Engineering	7,500	
7299	Misc. Professional Services	9,645	
7302	Refuse Removal	0	
7306	Buildings & Grounds	1,500	
7307	Custodial Services	7,272	
7309	Data Processing	11,100	
7330	DWC Costs	4,270,000	
7399	Misc. Contractual Services	117,000	

Exhibit A - 2017 Tax Levy Ordinance

7401	Postage	13,000	
7402	Utilities	69,600	
7403	Telephone	36,000	
7405	Dumping	16,350	
7406	Citizens Information	2,400	
7419	Printing & Publishing	600	
7499	Misc. Services	17,639	
7501	Office Supplies	700	
7503	Gasoline & Oil	8,500	
7504	Uniforms	5,500	
7505	Chemicals	7,000	
7507	Building Supplies	0	
7509	Janitor Supplies	675	
7510	Tools	14,027	
7515	Camera Supplies	0	
7518	Laboratory Supplies	400	
7520	Computer Equipment and Supplies	775	
7530	Medical Supplies	550	
7599	Misc. Supplies	700	
7601	Buildings	31,280	
7602	Office Equipment	450	
7603	Motor Vehicles	9,157	
7604	Radios	1,100	
7608	Sewers	20,062	
7609	Water Mains	82,074	
7614	Catchbasins	7,822	
7618	General Equipment	9,550	
7699	Miscellaneous Repairs	2,500	
7701	Conferences & Staff Development	1,400	
7702	Memberships & Subscriptions	8,212	
7713	Utility Tax	390,000	
7719	HSD Sewer Use Charge	400	
7735	Educational Training	465	
7736	Personnel	250	
7748	Loan Principal	180,045	
7749	Interest Expense	38,555	
7810	IRMA Premiums	122,000	
7812	Self-Insured Deductibles	2,500	
7902	Motor Vehicles	200,000	
7910	Water Meters	75,000	
7912	Fire Hydrants	25,000	
7918	General Equipment	105,000	
7990	Contingency for Unforeseen Expenses	395,642	
	Total	8,308,479	0

Exhibit A - 2017 Tax Levy Ordinance

<u>Water & Sewer Capital Fund - 61062</u>		<u>Appropriation</u>	<u>Tax Levy Amount</u>
7201	Legal Services	0	
7202	Engineering	0	
7905	Sewers	816,000	
7907	Water Mains	342,000	
7990	Contingency for Unforeseen Expenses	115,800	
	Total	1,273,800	0

<u>Water & Sewer Debt Service Fund - 61064</u>		<u>Appropriation</u>	<u>Tax Levy Amount</u>
7729	Bond Principal Payment	560,000	575,000
7749	Interest Expense	103,336	83,338
7795	Bank & Bond Fees	875	
7990	Contingency for Unforeseen Expenses	33,211	
	Total	697,422	658,338

<u>Police Pension Fund - 71100</u>		<u>Appropriation</u>	<u>Tax Levy Amount</u>
7011	Pension Payments	1,689,790	615,640
7012	Disability Payments	120,411	
7013	Pension Refunds	0	
7201	Legal Expenses	10,000	
7299	Misc. Professional Services	161,000	
7702	Memberships & Subscriptions	795	
7735	Educational Training	3,500	
7795	Bank & Bond Fees	1,000	
7799	Miscellaneous Expenses	5,500	
7990	Contingency for Unforeseen Expenses	199,200	
	Total	2,191,196	615,640

<u>Firefighters' Pension Fund - 71200</u>		<u>Appropriation</u>	<u>Tax Levy Amount</u>
7011	Pension Payments	1,334,363	918,994
7012	Disability Payments	260,579	
7201	Legal Expenses	10,000	
7299	Misc. Professional Services	58,100	
7702	Memberships & Subscriptions	795	
7735	Educational Training	2,500	
7795	Bank & Bond Fees	1,000	
7990	Contingency for Unforeseen Expenses	166,734	
	Total	1,834,071	918,994

Exhibit A - 2017 Tax Levy Ordinance

<u>Library Capital Projects Fund - 95000</u>	<u>Appropriation</u>	<u>Tax Levy Amount</u>
7729 Bond Principal Payment	0	
7748 Loan Principal	50,000	50,000
7749 Interest Expense	2,995	2,995
7909 Buildings	110,750	110,750
7990 Contingency for Unforeseen Expenses	100,000	
Total	<u>263,745</u>	<u>163,745</u>

<u>Library Operations Fund - 99000</u>	<u>Appropriation</u>	<u>Tax Levy Amount</u>
7001 Salaries & Wages	1,389,710	1,389,710
7002 Overtime	1,000	1,000
7003 Temporary Help	4,000	4,000
7101 Social Security Expense	86,857	86,857
7102 IMRF	136,000	117,000
7105 Medicare	20,151	15,143
7111 Employee Insurance	145,000	145,000
7114 Conferences & Staff Development	24,000	24,000
7115 Staff Recognition	3,000	3,000
7116 Personnel Recruitment	0	0
7121 Citizen Information	54,000	54,000
7125 Library Programs - Youth	24,000	24,000
7126 Library Programs - Adult	9,000	9,000
7127 Books - Youth & YA	66,750	66,750
7128 Adult Materials - Books/Audio/Video	185,000	185,000
7130 Periodicals	19,000	19,000
7134 E-Books	44,000	44,000
7135 Technical Services - Cards/Bindery	18,000	18,000
7144 Software Purchases	25,000	25,000
7146 Computer Support - Maintenance	65,122	65,122
7161 Custodial	31,000	31,000
7163 Utilities	12,000	12,000
7165 Janitorial - Maintenance Supplies	6,500	6,500
7167 Maintenance Contracts	9,000	9,000
7169 Misc. Repairs - Improvements	33,000	33,000
7181 Legal Expenses	5,500	5,500
7182 Planning Services	1,000	1,000
7183 Misc. Contractual Services	11,000	11,000
7184 Postage	650	650
7185 Telephone	5,500	5,500
7186 Accounting	52,061	52,061
7187 Misc. Services	1,500	1,500
7188 Office Supplies	14,000	14,000
7189 Copier Supplies	2,750	2,750
7191 Office Equip Maintenance	3,500	3,500

Exhibit A - 2017 Tax Levy Ordinance

7192	Memberships & Subscriptions	3,000	3,000
7193	Special - Ceremonial Events	7,500	7,500
7194	HPL Foundation	0	0
7195	Helen O'Neill Scholarship	500	500
7196	Library Development	0	0
7197	Friends Pledges Exp	50,000	50,000
7198	Grant Expenses	0	0
7199	Misc Expneses	1,000	1,000
7297	Donations Expenses	50,000	50,000
7298	Foundation Expenses	50,000	50,000
7729	Principal	57,090	
7749	Interest Expense	1,456	
7795	Credit Card/Bank fees	750	750
7803	Liability Insurance	300	300
7810	IRMA Premiums	37,374	25,000
7812	IRMA Deductible	10,000	10,000
7901	Computer Equipment	0	0
7909	Buildings	15,000	15,000
9032	Transfer-Debt Service	223,312	229,813
9095	Transfer-Capital Reserve	163,745	
7990	Contingency for Unforeseen Expenses	317,958	107,299
	Total	3,497,536	3,034,705
		0	

<u>All Funds Summary</u>	<u>Appropriation</u>	<u>Tax Levy Amount</u>
Corporate Fund - 10000		
Departments - 1000 thru 4000	20,496,503	5,175,147
Motor Fuel Tax Fund - 23000	0	0
Foreign Fire Insurance Fund - 25000	111,650	0
Debt Service Funds - 37000	1,134,477	1,524,268
Capital Projects Fund - 45300	14,481,028	0
Annual Infrastructure Projects Fund-45400	2,363,640	
Water & Sewer Operations Fund - 61061	8,308,479	0
Water & Sewer Capital Fund - 61062	1,273,800	0
Water & Sewer Debt Service Fund - 61063	697,422	658,338
Police Pension Fund - 71100	2,191,196	615,640
Firefighters' Pension Fund - 71200	1,834,071	918,994
Library Funds - 95000, 97000, & 99000	3,761,281	3,198,450
Total All Funds	56,653,547	12,090,836

Exhibit A - 2017 Tax Levy Ordinance

<u>Levy Summary</u>	<u>Amount</u>
Police Protection	2,549,815
Fire Protection	2,549,815
Police Pension	615,640
Firefighters Pension	873,044
Firefighters Pension P.A. 93-0689 Contribution	45,950
Recreation Programs for Handicapped	75,517
Bond & Interest	2,182,605
Total Village Levy	<u>8,892,386</u>
 Total Library Levy	 <u>3,198,450</u>
 Total Levy	 12,090,836
Less: Debt Service Abatements	<u>(2,241,258)</u>
Total Levy Less Abatements	<u><u>9,849,578</u></u>

Tax Levy Amount

Police Protection--for a portion of the cost of police service, there is hereby levied a special tax for Police Protection in addition to all other taxes in the sum of \$2,549,815

(a) Included in Appropriation Number

1200-7001	2,526,490	
1200-7002	<u>23,325</u>	
Total		2,549,815

Fire Protection--for a portion of the cost of fire service, there is hereby levied a special tax for Fire Protection in addition to all other taxes in the sum of \$2,549,815

(b) Included in Appropriation Number

1500-7001	2,267,131	
1500-7002	215,000	
1500-7003	51,893	
1500-7111	<u>15,791</u>	
Total		2,549,815

Exhibit A - 2017 Tax Levy Ordinance

Tax Levy Amount

Recreation Programs for Handicapped, for cost of joint actions on programs for the handicapped, there is hereby levied a special tax for Recreation programs for Handicapped in addition to all other taxes in the sum of \$75,517

(c) Included in Appropriation
Number 3000-7314

Total

75,517

Police Pension-for the cost of pension coverage, there is hereby levied a special tax for Police Pension in addition to all other taxes in the sum of \$615,640

(d) Included in Appropriation
Number 7173-7011

Total

615,640

Firefighters' Pension-for the cost of pension coverage, there is hereby levied a special tax for Firefighters' Pension in addition to all other taxes in the sum of \$873,044

(e) Included in Appropriation
Number 7176-7011

Total

873,044

Firefighters Pension P.A. 93-0689 Contribution-for the cost of pension coverage that is exempt from the tax cap, there is hereby levied a special tax for Firefighters Pension P.A. 93-0689 Contribution in addition to all other taxes in the sum of \$45,950

(f) Included in Appropriation
Number 7176-7011

Total

45,950

Exhibit A - 2017 Tax Levy Ordinance

	<u>Tax Levy Amount</u>
Library IMRF-for cost of pension coverage, there is hereby levied a special tax for Library IMRF in addition to all other taxes in the sum of \$117,000	
(g) Included in Library Appropriation Number 9900-7102	
Total	117,000
Library Social Security-for cost of pension coverage, there is hereby levied a special tax for Library Social Security in addition to all other taxes in the sum of \$102,000	
(h) Included in Library Appropriation Number 9900-7101 & 7105	
Total	102,000
Library Liability Insurance-for cost of liability coverage, there is hereby levied a special tax for Library Liability Insurance in addition to all other taxes in the sum of \$25,000	
(i) Included in Library Appropriation Numbers 9900-7810	
Total	25,000
Library Services--for a portion of the cost of library services, there is hereby levied a special tax for Library Services in addition to all other taxes in the sum of \$2,724,637	
(j) Included in Library Appropriation Numbers 9500-7001 through Numbers 9900-9095	
Total	2,724,637

VILLAGE OF HINSDALE

RESOLUTION NO. R2017-_____

A RESOLUTION abating the tax hereto levied for the year 2017 to pay the principal of and interest on \$3,500,000 General Obligation Alternate Bonds (Waterworks and Sewerage System Alternate Revenue Source), Series 2008C, of the Village of Hinsdale, DuPage and Cook Counties, Illinois.

WHEREAS the President and Board of Trustees (the "*Corporate Authorities*") of the Village of Hinsdale, DuPage and Cook Counties, Illinois (the "*Village*"), by Ordinance Number O2008-64, adopted on the 9th day of December, 2008 (the "*Ordinance*"), did provide for the issue of \$3,500,000 General Obligation Bonds (Waterworks and Sewerage System Alternate Revenue Source) Series 2008C (the "*Bonds*"), and the levy of a direct annual tax sufficient to pay the principal of and interest on the Bonds; and

WHEREAS the Village has the Pledged Revenues (as defined in the Ordinance) in the appropriate account or fund pursuant to the Ordinance for the purpose of paying the principal of and interest on the Bonds up to and including December 15, 2018 and

WHEREAS it is necessary and in the best interests of a the Village that the tax heretofore levied for the year 2017 to pay the principal of and interest on the Bonds be abated;

NOW THEREFORE Be It Ordained by the President and Board of Trustees of the Village of Hinsdale, DuPage and Cook Counties, Illinois, as follows:

Section 1. Abatement of Tax. The tax heretofore levied for the year 2017 in the Ordinance for the purpose of paying the principal of and interest on said Bonds to December 15, 2018 is hereby abated in its entirety in the amount of \$492,200.00.

Section 2. Filing of Resolution. Forthwith upon the adoption of this resolution, the Village Clerk shall file a certified copy hereof with the County Clerks of The Counties of DuPage and Cook, Illinois, and it shall be the duty of said County Clerks to abate said tax levied for the year 2017 in accordance with the provisions hereof.

Section 3. Effective Date. This Resolution shall be in full force and effect forthwith upon its passage by the Corporate Authorities and approval by the President.

PASSED this 11th day of December, 2017.

AYES:

NAYS:

ABSENT:

APPROVED this 11th day of December, 2017.

Thomas Cauley, Village President

ATTEST:

Christine Bruton, Village Clerk

VILLAGE OF HINSDALE

RESOLUTION NO. R2017-_____

A RESOLUTION abating the tax hereto levied for the year 2017 to pay the principal of and interest on \$5,000,000 General Obligation Bonds (Alternate Revenue Source), Series 2012A, of the Village of Hinsdale, DuPage and Cook Counties, Illinois.

WHEREAS the President and Board of Trustees (the "*Corporate Authorities*") of the Village of Hinsdale, DuPage and Cook Counties, Illinois (the "*Village*"), by Ordinance Number O2012-35, adopted on the 14th day of August, 2012 (the "*Ordinance*"), did provide for the issue of \$5,000,000 General Obligation Bonds (Alternate Revenue Source), Series 2012A (the "*Bonds*"), and the levy of a direct annual tax sufficient to pay the principal of and interest on the Bonds; and

WHEREAS the Village has the Pledged Revenues (as defined in the Ordinance) in the appropriate account or fund pursuant to the Ordinance for the purpose of paying the principal of and interest on the Bonds up to and including December 15, 2018 and

WHEREAS it is necessary and in the best interests of a the Village that the tax heretofore levied for the year 2017 to pay the principal of and interest on the Bonds be abated;

NOW THEREFORE Be It Ordained by the President and Board of Trustees of the Village of Hinsdale, DuPage and Cook Counties, Illinois, as follows:

Section 1. Abatement of Tax. The tax heretofore levied for the year 2017 in the Ordinance for the purpose of paying the principal of and interest on said Bonds to December 15, 2018 is hereby abated in its entirety in the amount of \$320,162.50.

Section 2. Filing of Resolution. Forthwith upon the adoption of this resolution, the Village Clerk shall file a certified copy hereof with the County Clerks of The Counties of DuPage and Cook, Illinois, and it shall be the duty of said County Clerks to abate said tax levied for the year 2017 in accordance with the provisions hereof.

Section 3. Effective Date. This Resolution shall be in full force and effect forthwith upon its passage by the Corporate Authorities and approval by the President.

PASSED this 11th day of December 2017.

AYES:

NAYS:

ABSENT:

APPROVED this 11th day of December 2017.

Thomas Cauley, Village President

ATTEST:

Christine Bruton, Village Clerk

VILLAGE OF HINSDALE

RESOLUTION NO. R2017-_____

A RESOLUTION abating the tax hereto levied for the year 2017 to pay the principal of and interest on \$2,710,000 General Obligation Refunding Bonds (Library Fund Tax Alternate Revenue Source), Series 2013A, of the Village of Hinsdale, DuPage and Cook Counties, Illinois.

WHEREAS the President and Board of Trustees (the "*Corporate Authorities*") of the Village of Hinsdale, DuPage and Cook Counties, Illinois (the "*Village*"), by Ordinance Number O2013-02, adopted on the 22th day of January, 2013 (the "*Ordinance*"), did provide for the issuance of up to \$2,800,000 General Obligation Refunding Bonds (Library Fund Alternate Revenue Source) Series 2013A (the "*Bonds*"), and the levy of a direct annual tax sufficient to pay the principal of and interest on the Bonds; and

WHEREAS pursuant to the authorization granted by Ordinance O2013-02, on March 5, 2013 Village officials approved a Bond Order for the sale of bonds in the aggregate amount of \$2,710,000 and the levy of a direct annual tax sufficient to pay the principal and interest on the Bonds; and

WHEREAS the Village has determined that there are sufficient Pledged Revenues (as defined in the Ordinance) pursuant to the Ordinance for the purpose of paying the principal of and interest on the Bonds up to and including December 15, 2018; and

WHEREAS it is necessary and in the best interests of a the Village that the tax heretofore levied for the year 2017 to pay the principal of and interest on the Bonds be abated;

NOW THEREFORE Be It Ordained by the President and Board of Trustees of the Village of Hinsdale, DuPage and Cook Counties, Illinois, as follows:

Section 1. Abatement of Tax. The tax heretofore levied for the year 2017 in the Ordinance for the purpose of paying the principal of and interest on said Bonds to December 15, 2018 is hereby abated in its entirety in the amount of \$229,812.50.

Section 2. Filing of Resolution. Forthwith upon the adoption of this resolution, the Village Clerk shall file a certified copy hereof with the County Clerks of The Counties of DuPage and Cook, Illinois, and it shall be the duty of said County Clerks to abate said tax levied for the year 2017 in accordance with the provisions hereof.

Section 3. Effective Date. This Resolution shall be in full force and effect forthwith upon its passage by the Corporate Authorities and approval by the President.

PASSED this 11th day of December, 2017.

AYES:

NAYS:

ABSENT:

APPROVED this 11th day of December, 2017.

Thomas Cauley, Village President

ATTEST:

Christine Bruton, Village Clerk

VILLAGE OF HINSDALE

RESOLUTION NO. R2017-_____

A RESOLUTION abating the tax hereto levied for the year 2017 to pay the principal of and interest on \$2,025,000 General Obligation Alternate Bonds (Waterworks and Sewerage System Alternate Revenue Source), Series 2014A, of the Village of Hinsdale, DuPage and Cook Counties, Illinois.

WHEREAS the President and Board of Trustees (the "*Corporate Authorities*") of the Village of Hinsdale, DuPage and Cook Counties, Illinois (the "*Village*"), by Ordinance Number O2014-12, adopted on the 8th day of April, 2014 (the "*Ordinance*"), did provide for the issue of \$2,025,000 General Obligation Bonds (Waterworks and Sewerage System Alternate Revenue Source) Series 2014A (the "*Bonds*"), and the levy of a direct annual tax sufficient to pay the principal of and interest on the Bonds; and

WHEREAS the Village has the Pledged Revenues (as defined in the Ordinance) in the appropriate account or fund pursuant to the Ordinance for the purpose of paying the principal of and interest on the Bonds up to and including December 15, 2018 and

WHEREAS it is necessary and in the best interests of a the Village that the tax heretofore levied for the year 2017 to pay the principal of and interest on the Bonds be abated;

NOW THEREFORE Be It Ordained by the President and Board of Trustees of the Village of Hinsdale, DuPage and Cook Counties, Illinois, as follows:

Section 1. Abatement of Tax. The tax heretofore levied for the year 2017 in the Ordinance for the purpose of paying the principal of and interest on said Bonds to December 15, 2018 is hereby abated in its entirety in the amount of \$166,137.50.

Section 2. Filing of Resolution. Forthwith upon the adoption of this resolution, the Village Clerk shall file a certified copy hereof with the County Clerks of The Counties of DuPage and Cook, Illinois, and it shall be the duty of said County Clerks to abate said tax levied for the year 2017 in accordance with the provisions hereof.

Section 3. Effective Date. This Resolution shall be in full force and effect forthwith upon its passage by the Corporate Authorities and approval by the President.

PASSED this 11th day of December, 2017.

AYES:

NAYS:

ABSENT:

APPROVED this 11th day of December, 2017.

Thomas Cauley, Village President

ATTEST:

Christine Bruton, Village Clerk

VILLAGE OF HINSDALE

RESOLUTION NO. R2017-_____

A RESOLUTION abating the tax hereto levied for the year 2017 to pay the principal of and interest on \$5,000,000 General Obligation Bonds (Alternate Revenue Source), Series 2014B, of the Village of Hinsdale, DuPage and Cook Counties, Illinois.

WHEREAS the President and Board of Trustees (the "*Corporate Authorities*") of the Village of Hinsdale, DuPage and Cook Counties, Illinois (the "*Village*"), by Ordinance Number O2014-22, adopted on the 17th day of June, 2014 (the "*Ordinance*"), did provide for the issue of \$5,000,000 General Obligation Bonds (Alternate Revenue Source), Series 2014B (the "*Bonds*"), and the levy of a direct annual tax sufficient to pay the principal of and interest on the Bonds; and

WHEREAS the Village has the Pledged Revenues (as defined in the Ordinance) in the appropriate account or fund pursuant to the Ordinance for the purpose of paying the principal of and interest on the Bonds up to and including December 15, 2018 and

WHEREAS it is necessary and in the best interests of a the Village that the tax heretofore levied for the year 2017 to pay the principal of and interest on the Bonds be abated;

NOW THEREFORE Be It Ordained by the President and Board of Trustees of the Village of Hinsdale, DuPage and Cook Counties, Illinois, as follows:

Section 1. Abatement of Tax. The tax heretofore levied for the year 2017 in the Ordinance for the purpose of paying the principal of and interest on said Bonds to December 15, 2018 is hereby abated in its entirety in the amount of \$361,782.50.

Section 2. Filing of Resolution. Forthwith upon the adoption of this resolution, the Village Clerk shall file a certified copy hereof with the County Clerks of The Counties of DuPage and Cook, Illinois, and it shall be the duty of said County Clerks to abate said tax levied for the year 2017 in accordance with the provisions hereof.

Section 3. Effective Date. This Resolution shall be in full force and effect forthwith upon its passage by the Corporate Authorities and approval by the President.

PASSED this 11th day of December 2017.

AYES:

NAYS:

ABSENT:

APPROVED this 11th day of December 2017.

Thomas Cauley, Village President

ATTEST:

Christine Bruton, Village Clerk

VILLAGE OF HINSDALE

RESOLUTION NO. R2017-_____

A RESOLUTION abating the tax hereto levied for the year 2017 to pay the principal of and interest on \$9,775,000 General Obligation Bonds (Sales Tax Alternate Revenue Source), Series 2017A, of the Village of Hinsdale, DuPage and Cook Counties, Illinois.

WHEREAS the President and Board of Trustees (the "*Corporate Authorities*") of the Village of Hinsdale, DuPage and Cook Counties, Illinois (the "*Village*"), by Ordinance Number O2017-31, adopted on the 11th day of July, 2017 (the "*Ordinance*"), did provide for the issue of \$9,775,000 General Obligation Bonds (Alternate Revenue Source), Series 2017A (the "*Bonds*"), and the levy of a direct annual tax sufficient to pay the principal of and interest on the Bonds; and

WHEREAS the Village has the Pledged Revenues (as defined in the Ordinance) in the appropriate account or fund pursuant to the Ordinance for the purpose of paying the principal of and interest on the Bonds up to and including December 15, 2018 and

WHEREAS it is necessary and in the best interests of a the Village that the tax heretofore levied for the year 2017 to pay the principal of and interest on the Bonds be abated;

NOW THEREFORE Be It Ordained by the President and Board of Trustees of the Village of Hinsdale, DuPage and Cook Counties, Illinois, as follows:

Section 1. Abatement of Tax. The tax heretofore levied for the year 2017 in the Ordinance for the purpose of paying the principal of and interest on said Bonds to December 15, 2018 is hereby abated in its entirety in the amount of \$671,162.53.

Section 2. Filing of Resolution. Forthwith upon the adoption of this resolution, the Village Clerk shall file a certified copy hereof with the County Clerks of The Counties of DuPage and Cook, Illinois, and it shall be the duty of said County Clerks to abate said tax levied for the year 2017 in accordance with the provisions hereof.

Section 3. Effective Date. This Resolution shall be in full force and effect forthwith upon its passage by the Corporate Authorities and approval by the President.

PASSED this 11th day of December 2017.

AYES:

NAYS:

ABSENT:


APPROVED this 11th day of December 2017.

Thomas Cauley, Village President

ATTEST:

Christine Bruton, Village Clerk

MEMORANDUM

Date: December 11, 2017
To: Village President and Board of Trustees
From: Darrell J. Langlois, Assistant Village Manager/Finance Director 
RE: 2017 Proposed Tax Levy

At its November 7, 2017 meeting, the Village Board approved the tentative 2017 Village and Library tax levy of \$9,849,578 net of abatements, which represents a 2.78% increase over the 2016 extended tax levy. Under the requirements of the Truth-In-Taxation Act (35 ILCS 200/18) the Village is not required to hold a public hearing as the increase in the levy is less than the 5% increase required to mandate a public hearing on the tax levy.

The Police and Firefighters' Pension Fund contributions included in the Tax Levy Ordinance are based on actuarial studies performed by actuary Timothy Sharpe, who was retained by the Village. Based the Village's actuarial study, the statutory minimum contribution to the Police Pension Fund for the 2017 tax levy is \$615,640, a decrease of \$175,538 from the prior year. The statutory minimum contribution to the Firefighter's Pension Fund is \$918,994, a decrease of \$57,724 from the prior year. Of this contribution amount, \$873,044 is subject to the tax cap and \$45,950 is exempt from the tax cap. Copies of the Village's actuarial studies have been distributed previously to the Village Board.

By law the pension funds are required to formally request a tax levy contribution amount from the Village. For the 2017 tax levy, the Police Pension Fund has requested a Village contribution of \$880,764; the Firefighters' Pension Fund has requested a Village contribution of \$1,539,471. In formulating their tax levy requests, both funds have based their request on data calculated by an independent actuary retained by the respective fund, and in both cases some of the actuarial methods and assumptions used are different than those used by the Timothy Sharpe as well as those used by the Illinois Department of Insurance. In the case of the both funds, in addition to differing actuarial assumptions they have based their tax levy request on funding to 2040 at 100% (statutes require 90% funding) and utilize the "entry age normal" costing method (statutes require the "projected unit credit" costing method).

The background information supporting the Police and Firefighters' Pension Fund tax levy requests, as well as the statutory required "Municipal Compliance Reports", were distributed as part of the first reading meeting materials and have not been reproduced for the second meeting packet. Should the Board consider any increase over the amount calculated by Timothy Sharpe, an offsetting reduction in other categories would be required as the total tax levy is limited by the tax cap.

AGENDA SECTION: Second Reading – ACA
SUBJECT: Tax Levy Ordinance for Special Service Area #9
MEETING DATE: December 11, 2017
FROM: Darrell Langlois, Assistant Village Manager/Finance Director

Recommended Motion

Move to approve an Ordinance Levying Taxes for Special Service Area Number 9 for the amount of \$5,155.

Background

On March 20, 2007, the Village Board proposed the establishment of SSA # 9 to provide for drainage improvement. After a public hearing was held on April 17, 2007, and having received a no-majority of registered voters disputing the establishment of the SSA # 9, the Village enacted Ordinance # O2007-46 which officially established the SSA # 9.

In October 2008, the necessary drainage improvements were completed and the Village submitted its payment to the Vendor, Premier Landscape for \$46,929.00. There are also costs related to the engineering of the project for \$8,032 for a total project cost of \$54,961. The residents are responsible for 80% of the cost of these drainage improvements, or \$43,969. Staff has computed the annual levy to be \$5,155 over a ten-year period with interest at 3%. The 2017 levy marks the tenth and final of these ten annual installments.

Discussion & Recommendation

Village staff recommends approval of the attached ordinance levying taxes for Special Service Area #9.

Budget Impact

Noted above

Village Board and/or Committee Action

This item was discussed at the Village Board meeting on November 21, 2017 whereby it was the consensus of the Village Board to place this item on the second reading agenda for December 11, 2017.

Documents Attached

1. Ordinance Levying Taxes for Special Service Area #9

ORDINANCE NO. O2017-

**AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF TAXES
FOR THE FISCAL YEAR BEGINNING MAY 1, 2017 AND ENDING
APRIL 30, 2018, IN AND FOR THE VILLAGE OF HINSDALE
SPECIAL SERVICE AREA NO. 9—LOCALIZED DRAINAGE SOLUTION**

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

SECTION 1: The Village of Hinsdale Special Service Area No. 9 has been created by Ordinance O2007-46, entitled, "An Ordinance Establishing Localized Drainage Solution Special Service Area No. 9, passed on June 19, 2008, and effective as of June 19, 2008. Said Special Service Area No. 9 consists of the territory described in Ordinance O2007-28 and Ordinance No. O2007-46. The Village of Hinsdale is authorized to levy taxes for payment of expenditures therein for improvements described in the aforesaid Ordinance.

SECTION 2: The total amount of expenditures for all purposes to be collected from the tax levy of the current fiscal year in Special Service Area No. 9 is ascertained to be \$5,155.

SECTION 3: The total sum of \$5,155 is hereby levied upon the taxable property within the corporate limits of the Village of Hinsdale, said tax to be levied for the fiscal year beginning May 1, 2017, and ending April 30, 2018.

SECTION 4: The tax levied by this ordinance is pursuant to Article 7 of the Constitution of the State of Illinois and pursuant to 35 ILCS 200/27-75, as amended

from time to time, and pursuant to an Ordinance establishing Village of Hinsdale Localized Drainage Solution Special Service Area Number 9.

SECTION 5: There is hereby certified to the County Clerk of DuPage County, Illinois, the sum of \$5,155, which said total amount the Village of Hinsdale, Special Service Area Number 9, requires to be raised by taxation for the current fiscal year of said Village, and the Village Clerk is hereby directed to file with the County Clerk of said County a certified copy of this Ordinance on or before the last Tuesday of December 2017.

SECTION 6: If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance. All ordinances in conflict herewith are hereby repealed to the extent of such conflict.

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

PASSED this 11th day of December, 2017

AYES:

NAYS:

ABSENT:

APPROVED this 11th day of December, 2017

Thomas Cauley, Village President

ATTEST:

Christine Bruton, Village Clerk

REQUEST FOR BOARD ACTION
Public Services & Engineering

AGENDA SECTION: Non-Consent – EPS

SUBJECT: 2018 South Street Program Engineering Design Change Order No. 2

MEETING DATE: December 11, 2017

FROM: Dan Deeter, PE Village Engineer

Recommended Motion

Approve a resolution approving the 2018 South Street Program engineering design contract change order number 2 in the amount not to exceed \$78,025 to GSG Consultants, Inc.

Background

On February 21, 2017, the Board of Trustees awarded the 2018 Resurfacing Engineering Design contract to GSG Consultants. On June 13, 2017, the Board of Trustees awarded change order #1 which incorporated the accelerated resurfacing, reconstruction, and maintenance streets.

Discussion & Recommendation

In addition to the engineering work already in progress, Staff has been reviewing other opportunities to improve additional Hinsdale infrastructure in the 2018 construction season.

The following is a summary of the proposed “additions” to improvements already schedule. Staff also evaluated scheduled improvements that can be “advanced” from 2019 into 2018 road program. A summary of those areas is provided below.

1. The recent 100-year storm event in Hinsdale on 10/14/17 experienced flooding on the identified localized drainage areas that have not yet been addressed. One of these areas is immediately south of Chicago Avenue between Blaine and Oak Streets. The natural drainage pattern is from west to east causing water to flow between private properties and across the streets in the area. This causes a tiered or stair-step drainage pattern across the 000-blocks of Blaine, Park, Elm, Orchard, and Oak. The areas with the most flooding complaints are the low points on the 000- blocks of Elm and Orchard.
 - a. Historical conditions
 - i. The area was drained by a single 24-inch combined sewer system running west to east through the center of the blocks.
 - ii. The nearest storm sewer is a 12-inch storm sewer which begins at Oak Street and Chicago Avenue and carries stormwater east to toward I-294. This storm sewer does not have the capacity to carry additional stormwater.
 - iii. Options to handle the larger storm events are:
 1. Storing stormwater in the street low points.
 2. Facilitating stormwater movement overland (through private property).
 3. Re-directing stormwater where available.
 4. Storing stormwater underground.

b. Previous Village Improvements.

- i. The Village has already reduced the storm load on this 24-inch combined sewer by re-directing storm water on Blaine Street and Park Avenue to the north.
- ii. Additionally, a flow reducer on the recently reconstructed 200-block of E. First Street storm sewer to detain storm sewer flows from this block.
- iii. Finally, new storm sewers were constructed and extended under Oak Street during the reconstruction of the Oak Street Bridge. These storm sewers can provide a limited amount of additional storm storage.

c. Proposed Additional Improvements

- i. Staff has proposed extending the Chicago Avenue storm sewer east to provide additional drainage to the low points on Orchard and Elm Streets.
- ii. Estimated additional cost for this improvement:
 1. Engineering: \$ 12,800
 2. Construction: \$+/-250,000
- iii. The additional volume of stormwater drained will reduce the frequency, duration, and depth of the flooding on these blocks. However, they will not eliminate the flooding problem.
- iv. Eliminating the flooding problem would require significant additional underground detention. The only area available for such detention is Highland Park which would adversely impact many mature trees in the park.
- v. Considering the reconstruction of Chicago Avenue is scheduled to be completed in 2018, Staff feels this is an opportunity to evaluate the possibility of installing additional storm water relief to these areas in conjunction with the project.

2. The 2018 accelerated program plans include significant patching of Hinsdale Avenue. The Chairman of the Environmental and Public Services Committee requested the costs for reconstructing Hinsdale Avenue from Monroe Street to Grant Street. The following are the additional costs:

1. Engineering:	\$ 35,675
2. Reconstruction in concrete:	\$+/-400,000
3. Reconstruction in heavy duty bituminous:	\$+/-300,000
4. Reconstruction in standard bituminous:	\$+/-200,000

3. The Village President and Chairman of the Environmental and Public Services Committee have directed staff to look at any other opportunities to accelerate road resurfacing within the Village of Hinsdale.

- a. Staff reviewed the accelerated plans and other streets and identified an additional 1.5 miles of streets that could be included in 2018 for resurfacing:

i. Bonnie Brae Road	The Pine to Washington Street
ii. The Pines	North end to Bonnie Brae Road
iii. Washington Street	Glendale Avenue to Ogden Avenue

- | | |
|----------------------|-------------------------------|
| iv. Morris Lane | West End to Madison Street |
| v. Warren Court | West End to Madison Street |
| vi. Wedgewood Court | West End to Madison Street |
| vii. North Street | West End to Adams Street |
| viii. Madison Street | Warren Court to Morris Lane |
| ix. Bruner Street | Fourth Street to Sixth Street |
| x. Jefferson Street | North End to Minneola Street |
| xi. Franklin Street | North End to Fuller Road |

b. Advancing these streets would include advancing the following costs

- | | |
|--------------------------------|--------------|
| i. Engineering | \$ 25,550 |
| ii. Resurfacing costs advanced | \$+/-730,643 |

4. Due to infrastructure problems identified this summer, the Village has requested that GSG provide a cost for additional sewer televising of Elm Street from Fourth to Sixth and Monroe Street from Sixth to Seventh. This work is needed in order to verify condition of sewer prior to designing solutions.

a. Estimated Additional Engineering Cost: \$ 4,000

5. Summary of Costs

Street	Description	Advancing Engineering Costs	Advancing Construction Costs (est.)	Additional Engineering Costs	Additional Construction Costs (est.)
Chicago, Orchard, & Elm	Storm sewer improvements			\$12,800	\$250,000
Hinsdale Avenue	Asphalt or Concrete Reconstruction			\$35,675	\$200,000 or \$400,000
Accelerated Resurfacing	Streets moved from 2019	\$25,550	\$730,643		
Elm and Monroe	Additional Sewer Televising			\$4,000	
Total		\$25,550	\$730,643	\$52,475	\$650,000

Budget Impact

The Village of Hinsdale has capital improvement funds available for the advanced and additional engineering design and construction costs.

Village Board and/or Committee Action

This item appears for approval without benefit of a first reading, due to the time sensitive nature of the item.

Documents Attached

1. Resolution
2. GSG Consultants proposal amendment

RESOLUTION NO. _____

**A RESOLUTION APPROVING THE 2018 SOUTH STREET
PROGRAM ENGINEERING DESIGN CONTRACT CHANGE ORDER
NUMBER 2 IN THE AMOUNT NOT TO EXCEED
\$78,025 TO GSG CONSULTANTS, INC.**

WHEREAS, the Village of Hinsdale (the "Village") and GSG Consultants, Inc. ("GSG Consultants") have entered into that certain Contract (the "Contract") providing for the design engineering of the 2018 South Street Program Engineering Design Project (formerly known as the 2018 Resurfacing Project); and

WHEREAS, the President and Board of Trustees of the Village hereby find that the circumstances said to necessitate this Change Order were not reasonably foreseeable at the time the Contract was signed, the Change Order was germane to the original Contract as signed, and the Change Order is in the best interest of the Village of Hinsdale and authorized by law;

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

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

Section 2. Approval of Change Order. The Change Order is hereby approved in the form attached (Exhibit A) to this Ordinance and by this reference incorporated herein.

Section 3. Final Determination. This Resolution shall constitute the written determination required by Section 33E-9 of the Article 33E of the Criminal Code of 1961, as amended and shall be retained in the Contract file as required by said Section.

Section 4. Execution of Change Order. The Village Manager is authorized to execute the Change Order on behalf of the Village.

Section 5. **Effective Date.** This resolution shall be in full force and effective from and after its passage and approval.

PASSED: this _____ day of _____ 2017,

AYES:

NAYS:

ABSENT:

APPROVED this _____ day of _____ 2017.

Village President

ATTEST:

Village Clerk

Exhibit A
VILLAGE OF HINSDALE
CHANGE ORDER

Project:	2018 South Street Program Engineering Design	Change Order No. 2
Location:	Various Streets	Contract No. - N/A
Contractor:	GSG Consultants, Inc.	Date: 12/11/17 Page 1 of 2

- I. A. Description of Changes Involved:
- 1 Advancing resurfacing of Streets in the 2019 Accelerated MIP into 2018.
 - 2 Design reconstruction options for W. Hinsdale from Monroe to Grant Street.
 - 3 Additional storm sewer design on E. Chicago Avenue and the 000-blocks of S. Elm Street and Orchard Place.
 - 4 Televising sewers on Elm Street and Monroe Street.
- B. Reason for Change:
- 1 Provide improved street conditions as soon as possible.
 - 2 Provide improved driving surface and road life cycle.
 - 3 Provide additional drainage to localized drainage issues on S. Elm Street and Orchard Place.
 - 4 Determine the sewer condition in order to develop solutions to infrastructure problems in this area.
- C. Revision in Contract Price: Total Addition: \$ 78,025.00
- | | | | |
|---|----------|----|-----------|
| 1 | Addition | \$ | 25,550.00 |
| 2 | Addition | \$ | 35,675.00 |
| 3 | Addition | \$ | 12,800.00 |
| 4 | Addition | \$ | 4,000.00 |

Project: 2018 South Street Program
Engineering Design
Location: Various Streets
Contractor: GSG Consultants, Inc.

Change Order No. 2
Contract No. - N/A
Date: 12/11/17
Page 2 of 2

II. Adjustments in Contract Price:

A.	Original Contract Price:	\$ 30,780.00
B.	Net (addition)(reduction) due to all previous Change Order No. <u>1</u>	<u>\$ 217,600.00</u>
C.	Contract Price, not including this Change Order	\$ 248,380.00
D.	(Addition)(Deduction) to Contract price due to this Change Order.	<u>\$ 78,025.00</u>
E.	Contract Price including this Change Order	<u><u>\$ 326,405.00</u></u>

Accepted:
Contractor: GSG Consultants, Inc.

By: _____
Signature of Authorized Representative Date

Village of Hinsdale:

By: _____
Signature of Authorized Representative Date



GSG CONSULTANTS, INC.

Engineers, Scientists & Construction Managers

910 West Lake Street, Suite 110
Roselle, IL 60172
630-529-8000

Integrity | Quality | Reliability

December 4, 1017

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

**Re: Proposal Amendment No. 2 for Phase II – Design Services
2018 SOUTH Street Program
Village of Hinsdale**

Dear Mr. Deeter:

GSG Consultants, Inc. (GSG) is pleased to submit our Proposal Amendment No. 2 for Phase II - Design Services for the 2018 SOUTH Street Program. This Amendment reflects the specific design services discussed in detail at the November 30th meeting with the Village Engineer and Public Services Director. GSG was also given direction to proceed with the field surveys necessary for these amended services, and understands that the Village Board will be considering Proposal Amendment No. 2 at the December 11th Village Board meeting.

GSG proposes to provide the amended design services for the 2018 SOUTH Street Program for a **Lump Sum Fee of \$78,025.00.**

The Village has requested that the following street and utility improvements be added to the 2018 Street Program:

Chicago Avenue, Orchard Place, Elm Street - Storm Sewer Improvements

- Chicago Avenue – Approximately 450 feet of 24-inch storm sewer, including manholes and storm inlets.
- Orchard Place – Approximately 240 feet of 24-inch storm sewer, including manholes and storm inlets, asphalt removal and replacement.
- Elm Street – Approximately 405 feet of 24-inch storm sewer, including manholes and storm inlets, asphalt removal and replacement.



Hinsdale Avenue Reconstruction, Bruner Street, and Fifth Street

- Hinsdale Avenue from Monroe Street to Grant Street – Asphalt reconstruction of approximately 2,000 feet of street, including curb & gutter, sidewalks, and driveways.
- Bruner Street from 4th Street to 7th Street – Asphalt resurfacing approximately 1325 feet of street.
- Bruner Street from 7th Street to 8th Street – Concrete patching approximately 700 feet of street.

Accelerated Resurfacing in 2018

GSG has reviewed the attached the *Potential Accelerated Resurfacing in 2018* spreadsheet, provided by the Village Engineer, and modified by GSG to reflect the agreement at the Nov. 30th meeting. These streets will be included in the respective NORTH and SOUTH bidding packages.

The amended design services will include additional field topographic surveys of Hinsdale Avenue, Orchard Place and Elm Street. New street plan and profile sheets will be developed for Hinsdale Avenue reconstruction, and the storm sewer improvements on Chicago Avenue, Orchard Place, and Elm Street. The streets that are only being resurfaced will need to be walked to identify the quantities of curb, sidewalk, and miscellaneous items to removed and replaced during the resurfacing. The field survey and walks are weather dependent and will need to be performed prior to snow cover. We have attached the construction cost estimates for the additional improvements for Hinsdale Avenue and the Accelerated 2019 Resurfacing Streets.

Additional Sewer Televising

As requested by the Village, GSG has also obtained the attached estimate from CTR Systems for televising approximately 1500 feet of sanitary sewer on Elm Street, from Sixth Street to Fourth Street, and Monroe Street from Sixth Street to Seventh Street. This work includes light cleaning, and alternates for heavy cleaning, as necessary. We recommend that a budget of \$4,000 be established for this work. GSG will manage the work of this subcontractor on behalf of the Village.

The addition of this work will be considered a Change in Work in accordance with Section 8. of the Consultant Agreement for the 2018 Resurfacing Project (SOUTH). All other requirements of the Agreement will remain in place. The Phase II - Design Services will be performed as described in the original Scope of Services, included in the original proposal.

FEE SUMMARY



GSG proposes to perform the design services outlined above for the **Lump Sum Fee of \$78,025.00**. The table below provides a breakdown of the design services as outlined in the above paragraphs.

Street	Description	Design	Field Survey	Other	Total
Chicago, Orchard, and Elm	Storm Sewer Improvements and Resurfacing	\$6,600	\$5,000	\$1,200 (Borings)	\$12,800
Hinsdale Avenue	Asphalt Reconstruction	\$20,775	\$12,500	\$2,400 (Borings)	\$35,675
Bruner Street	Asphalt Resurfacing and Concrete Patching	\$2,950	\$2,800		\$5,750
Accelerated Resurfacing Streets	Streets moved from 2019 to 2018	\$10,200	\$9,600		\$19,800
Elm and Monroe	Additional Sewer Televising			\$4,000 (Televising)	\$4,000
Total Lump Sum					\$78,025

We appreciate the opportunity to provide our Proposal Amendment No. 2 for your consideration, and look forward to continuing our work with the Village of Hinsdale on the 2018 SOUTH Street Program.

If you have any questions or need additional information, please feel free to contact me at (630) 536-6807, or by e-mail at jolson@gsg-consultants.com.

Respectfully Submitted,
GSG CONSULTANTS, INC.



Jay T. Olson, P.E.
Project Principal

Attachments: Hinsdale Avenue Cost Comparison (R1)
Potential Accelerated Resurfacing in 2018 (modified by GSG)
Sewer Televising – CTR Quote



910 WEST LAKE STREET, SUITE 110
ROSELLE, IL 60172
PHONE: (630) 529-8000
FAX : (312) 733-5612

VILLAGE OF HINSDALE 2018 STREET PROJECT

17-4009

PROJECT DESCRIPTION

JOB/FILE NO.

HINSDALE AVE (Monroe St to Grant St)

2 of 2
PAGE TOTAL

SUBJECT

AF

12/5/2017

CHECKED

CHECKED DATE

Notes: 1. Estimate(s) do not consider sewer and utility work

2. PCC Patching: Considering patching 80% of the Street, replacing 50% of Curb and Gutter

[illegible]



CHECKED DATE

Notes: 1. Estimate(s) do not consider sewer and utility work
2. PCC Patching: Considering patching 80% of the Street, replacing 50% of Curb and Gutter

[illegible]

Potential Accelerated Resurfacing in 2018
Hinsdale, IL
12/1/2017

Name	From	To	Length	Width	Pavem't	Estimated Pavement Cost	Sewer Sep.	Water Distr.	San. Sewer	Nuisance Sump Pump	Total Cost
Bonnie Brae Road	The Pines	Washington Street	1125	26	AC	\$ 51,290					\$ 51,290
The Pines	North End	Bonnie Brae Road	553	26	AC	\$ 51,105				\$ 24,000	\$ 75,105
Washington Street	Glendale Avenue	Birchwood Avenue	413	26	AC	\$ 38,167					\$ 38,167
Washington Street	Birchwood Avenue	Ogden Avenue	892	26	AC	\$ 82,433					\$ 82,433
Morris Lane	West End	Madison Street	282	26	AC	\$ 26,061					\$ 26,061
Warren Court	West End	Madison Street	177	27	AC	\$ 16,357					\$ 16,357
Wedgewood Court	West End	Madison Street	180	26	AC	\$ 16,635					\$ 16,635
North Street	West End	Quincy Street	151	26	AC	\$ 13,955					\$ 13,955
North Street	Quincy Street	Bruner Street	341	26	AC	\$ 31,513					\$ 31,513
North Street	Bruner Street	Bruner Place	260	26	AC	\$ 24,028					\$ 24,028
North Street	Bruner Place	Adams Street	375	26	AC	\$ 34,655					\$ 34,655
Madison Street	Warren Court	Morris Lane	443	26	AC	\$ 40,939					\$ 40,939
Bruner Street	Fourth Street	Sixth Street	640	26	AC	\$ 58,095					\$ 58,095

\$ 485,233 \$ - \$ - \$ - \$ 24,000 \$ 509,233

Jefferson Street	North End	Fuller Road	774	26	AC	\$ 71,528					\$ 71,528
Jefferson Street	Fuller Road	Minneola Street	797	26	AC	\$ 73,654				\$ 12,000	\$ 85,654
Franklin Street	North End	Fuller Road	695	26	PCC	\$ 64,228					\$ 64,228

618 Jeffers

\$ 209,410 \$ - \$ - \$ - \$ 12,000 \$ 221,410

Streets to remain in 2019 program (when Hinsdale MS is completed)

Second Street	Grant Street	Lincoln Street	403	26	AC	\$ 37,243					\$ 37,243
Second Street	Lincoln Street	Washington Street	377	26	AC	\$ 34,840					\$ 34,840
Third Street	Grant Street	Lincoln Street	403	26	AC	\$ 37,243					\$ 37,243
Third Street	Lincoln Street	Washington Street	403	26	AC	\$ 37,243					\$ 37,243
Third Street	Washington Street	Garfield Street	544	26	AC	\$ 50,273					\$ 50,273
Washington Street	First Street	Second Street	310	26	AC	\$ 28,648					\$ 28,648
Washington Street	Second Street	Third Street	325	26	AC	\$ 30,035					\$ 30,035

\$ 255,525 \$ - \$ - \$ - \$ - \$ 255,525

C.T.R. SYSTEMS, INC.

CHICAGOLAND TRENCHLESS
REHABILITATION
7400 Waukegan Rd. / Suite #102
NILES, ILLINOIS 60025
p. (847) 588-1145
f. (847) 588-8946
c. (773) 575-5302



***William Cussen**

Civil Design Manager
GSG CONSULTANTS, INC.

910 W. Lake Street, Suite 110
Roselle, IL, 60172
630-529-8000 office
224-425-1309 cell
wcussen@gsg-consultants.com

August, 17, 2017

DESCRIPTION: Project..... VILLAGE HINSDALE / 2 AREAS / Existing Sewer – Clean & TV

We propose to furnish the necessary labor, supervision and equipment to clean with a combination jet vacuum truck and perform a closed circuit color TV inspection for existing storm sewers. Computerized log sheets and photos describing observation noted during the inspection will be furnished along with recorded video. Recorded video is on DVD format that is readable from a PC DVD drive.

Sanitary Sewer:

- *Light cleaning and televise approx. 1,500 of 8"-15" sanitary pipe @ \$1.75 / ft.
- Elm St. from sixth st. to just north of Fourth St.
 - Monroe St. between sixth st. and seventh st.

Light cleaning (INCLUDED) is up to two passes with jet truck

ALTERNATES:

Sewer Line Heavy Cleaning:

Any cleaning performed beyond our preliminary 2 passes and removal of all debris within the lines with a high pressured hydraulic jetting and vacuum machine @ \$380.00 / hr.

Dumping and Hauling of Removed Debris on Site:

Dump debris into a low body dumpster that is staged on site and is then hauled Off to be disposed of in the proper manner.
..... @ \$100.00 / ton.w / \$1200.00 min.

Dumping and Hauling of Removed Debris off Site:

Haul debris off to our own location and dump accordingly.
..... @ \$1200.00 / Load

Water Usage:

Water fees will be in accordance to the local Village procedures.

Purchaser Will Furnish:

- Any special permits of fees.
- Access to all manholes and sewer lines.
- Any additional traffic control should it be necessary to provide more than standard traffic cones and truck mounted arrow boards.

Thank you for the opportunity and for allowing us to present this quote. If this meets with your acceptance, please sign below and fax a copy back to me along with a purchase order, if applicable.

Payment due upon completion of the work.

If you have any questions, please feel free to contact Danny Di Paolo- Cell Phone No. (773) 575-5302

Date

REQUEST FOR BOARD ACTION
Community Development

AGENDA SECTION: Second Reading – ZPS

SUBJECT: Detailed Plan for a 64-Unit Residential Planned Development Detailed Plan located at the 24.5 Acre Site at southeast corner of 55th Street and County Line Road in the R-2 District and Final Plat of Subdivision Hinsdale Meadows, LLC (Case A-25-17)

MEETING DATE: December 11, 2017

FROM: Chan Yu, Village Planner

Recommended Motion

Approve an Ordinance approving a Detailed Plan for a Planned Development, associated Waivers and Variations, and other related documents, and approving and authorizing execution of a Development Agreement at Hinsdale Meadows (southeast corner of 55th Street and County Line Road) – Hinsdale Meadows, LLC; and

Approve an Ordinance approving a Plat of Subdivision at Hinsdale Meadows (southeast corner of 55th Street and County Line Road).

Background

On March 7, 2017, the Village Board approved an Ordinance to allow Planned Developments as a Special Use in a single family residential district (O2017-07), an Ordinance approving a Planned Development Concept Plan, and a Special Use Permit for Hinsdale Meadows Venture, LLC (O2017-08) for a 64-unit age-targeted site plan with both single family and duplex homes. The site plan features 22 single family homes and 42 duplex homes. The next step in the process is for the Board of Trustees to review and approve the Detailed Plan application. Any changes to the Detailed Plan submittal suggested by the Board of Trustees as a condition of approval will be confirmed administratively by staff during the last stage of the process, which is the Final Plan submittal.

At the Plan Commission (PC) public hearing on August 9, 2017, Hinsdale Meadows presented the Detailed Plan application, Section 1 through Section 7 of the binder, including the planned housing types, public benefit at KLM, perimeter fencing, traffic study, and table of zoning standards (also referred to as table of compliance). The public hearing was continued to the September 13, 2017, PC meeting, for the applicant to review documents still being finalized, per the cover letter of topics presented at the public hearing.

The Detailed Plan was reviewed and recommended to be approved by the PC on September 13, 2017. Sections 1 - 6 and 10, provides the site plan and exterior appearance of the planned development, engineering plans, traffic study, public benefit, and the waivers and variations of the detailed plan:

Section 1 - PC Applications – Provides the site plan/exterior appearance and table of zoning standards, and description for the planned development request

- Section 2 - Site Plan and Plat of Subdivision – Provides a color illustration of the site plan, final plat of subdivision and legal description.
- Section 3 - Landscape Plan – Provides the existing and proposed landscape plan including tree and plant list.
- Section 4 - Engineering Plans and Stormwater Report – Provides the site plan/data of the existing infrastructure and facilities, and demolition/grading/utility plans.
- Section 5 - Building Elevations and Floorplans – Provides color illustrations of the home elevations and floorplans.
- Section 6 - Traffic Study – Provides a comprehensive report by KLOA (traffic consultant for applicant) for the proposed 64 residential units.
- Section 7 - Homeowners Association Declaration – Provides the policy regarding maintenance and easement provisions for future residents.
- Section 8 - Development Agreement – Provides the formal development agreement between the Village of Hinsdale and applicant, including subjects such as: construction improvements, dedication of public improvements, KLM park improvements, performance security and guaranty bond, and liability and indemnity of the Village.
- Section 9 - Easement Agreement for Village emergency access to the RML Hospital site as requested by the Hinsdale Fire Department. It will be signed and recorded before the permit for the renovation at RML is issued.
- Section 10- KLM Park Improvement Plans - Provides the work plan for the re-grading of the KLM field. The Parks and Recreation Commission recommended approval of the plan on September 12, 2017.

The Plan Commission reviewed the Detailed Plan submittal and recommended approval for Sections 1 - 6, and 10. However, Sections 7 - 9 were still in the process of being finalized. The PC recommended the Board of Trustees review the final documents in Sections 7 - 9.

One of the requirements of a Planned Development is to identify waivers or specific exceptions to the Village code. The attached table of compliance reflects the most conservative application of the waivers being requested by the applicant. The waivers vary from those required for both the single family homes to those required for the duplex homes. Other specific waivers requested by the developer include permission to use floor and roof trusses in lieu of dimensional lumber, and credit for the species of parkway trees already planted. It should be noted that staff has reviewed each of the requested waivers and has no objections.

In addition to the waivers being specifically requested, there are changes to several of the current engineering standards that should be considered. These include a change in pavement base composition, increased side yard slopes, and allowing the unit sump pumps to discharge directly into the storm sewer. Some of these changes/deviations are contained within the Development Agreement, and are due to the existing condition of the property and the fact that most of the public improvements were installed under older standards. The Village Engineer has reviewed the changes/deviations against the Village's current standards, feels that there is adequate equivalency, and that the existing improvements, once

completed, will net the same useful life as any other new improvement being dedicated to the Village.

At the PC hearings, several people asked questions concerning the pricing of the units and traffic. A resident expressed his positive experiences with the applicant living next to the undeveloped property for the past 12 to 15 years, and another resident expressed his support because he wants to stay in Hinsdale, but nothing in the community fits his space needs. A resident expressed concern for potential cut-through traffic, however, the traffic study by KLOA showed a decrease in overall traffic from what is permitted under the R-2 zoning. A transcript of the public hearings on August 9, 2017, and September 13, 2017, were included in the November 21, 2017, Board packet.

Discussion & Recommendation

On September 13, 2017, a motion to recommend approval for the Detailed Plan and associated waivers and variations, as submitted, passed, 6-0, (3 absent).

Per the PC approved Findings and Recommendations (October 11, 2017):

1. The Detailed Plan is in substantial conformity with the previously approved Concept Plan. The Plan Commission reviewed and discussed the Detailed Plan over the course of two meetings and finds this standard to have been met;
2. The Detailed Plan complies with all conditions imposed in Ordinance No. O2017-08 approving the Concept Plan. The Plan Commission finds all conditions set forth in the Ordinance approving the Concept Plan have been met; and
3. The Detailed Plan complies with the provisions of the Hinsdale Zoning Code, and all other applicable federal, State and Village codes, ordinances and regulations. The Plan Commission finds this standard to have been met.

Village Board and/or Committee Action

At the November 21, 2017, Board of Trustees meeting, the applicant and Board reviewed particular topics, including the waiver to allow the single family homes for lots 7 to 11 and duplex homes for lots 12 and 13 to have a 25-foot front yard setback. The code requires 35-foot setbacks and the applicant's initial request was for a 5-foot reduction. A few Trustees expressed concern that the development would appear too cluttered with a 25-foot front yard setback. The applicant representative, Jerry James, explained distance/noise from 55th Street and engineering factors are the primary drivers for the request. However, on December 8, 2017, the applicant confirmed to staff that they will withdraw their 25-foot front yard setback request. Instead, the front yard setback will be 30 feet, as approved for the Concept Plan. Please note, per the code (Section 3-110(l)(5)(d)), covered unenclosed porches, patios or terraces are permitted to encroach into a 25-foot front yard setback distance.

There were no major concerns by the Board in regards to the discussion covering:

- Fire suppression in-lieu of solid-sawn lumber.
- Sump pump system discharge directly into the storm water system.
- Vinyl windows versus wood windows.

- Constructing an 8-foot board-on-board cedar fence with Arborvitae (8'-10' in height) in front of the fence on 55th Street.
- Side-loading garages for lots 6 and 13 (Attachment 1).
- Revision to the Declaration of the Covenants for Article IX, Section 4, to prohibit recreational equipment on the common area, to be consistent with the same prohibitions for the individual lots (Attachment 2). This has been reviewed by both Trustee Stifflear and Trustee Posthuma.

After reviewing the topics above at the November 21, 2017, Board of Trustees meeting, the Village Board moved the item forward for Second Reading.

The Ordinance for the Detailed Plan and Development Agreement include two (2) revisions; First, to change from "Edward R. James Partners, LLC, to the newly formed "Hinsdale Meadows, LLC" as the developer, and (2), to refer the "Development Agreement" as opposed to "Redevelopment Agreement". Both changes are shown in the title of the Ordinance. The Village Attorney has no issues with the changes.

Documents Attached

Ordinance for the Detailed Plan and Development Agreement
Ordinance for the Plat of Subdivision

1. Revised Site Plan illustrating side-loading garages, as presented to the Board on 11.21.17, and cover letter (dated 12.06.17)
2. Revised Declaration of Covenants to Article IX, Section 4 (prohibits recreational equipment on the common area to match the same prohibitions for the individual lots)

The following related materials were provided for the First Reading of the Detailed Plan on November 21, 2017, and can be found on the Village website at:

http://www.villageofhinsdale.org/document_center/VillageBoard/2017/NOV/packet%20vbot%2011%2021%2017.pdf

- Development Agreement by and between the Village and applicant
- Planned Development Detailed Plan application for Hinsdale Meadows
- Cover Letter, Summary of Topics to the PC on August 9, 2017, Public Hearing
- Plan Commission Public Hearing Transcript – August 9, 2017
- Cover Letter, Summary of Topics to the PC on September 13, 2017, Public Hearing
- Plan Commission Public Hearing Transcript – September 13, 2017
- Home Exterior Elevation Materials Spreadsheet
- Findings and Recommendations by the PC

Concept Plan Background

The following related materials were provided for the First Reading of the Concept Plan on February 7, 2017, and can be found on the Village website at:

http://www.villageofhinsdale.org/document_center/VillageBoard/2017/FEB/vbot%20packet%2002%2007%2017.pdf

- Planned Development Proposal for Hinsdale Meadows (packet)
- Draft Findings and Recommendations
- Public Input regarding Public Benefit email (dated Jan. 20, 2017)
- Request for fee in lieu of construction of Post Construction Best Management Practices (PCBMPs) for Hinsdale Meadows (memos from Dan Deeter, Village Engineer and Brett Duffy, Spaceco, Inc., dated 01/02/17 and 01/01/17, respectively)
- Hinsdale Meadows Fiscal Analysis by Teska, dated February 3, 2017

The following related materials were provided for the Second Reading of the Concept Plan on February 21, 2017, and can be found on the Village website at:

http://www.villageofhinsdale.org/document_center/VillageBoard/2017/FEB/vbot%20packet%2002%2021%2017.pdf

- Declaration of Covenants, Conditions, Easements and Restrictions for Hinsdale Meadows (dated February 13, 2017)

VILLAGE OF HINSDALE

ORDINANCE NO. _____

AN ORDINANCE APPROVING A DETAILED PLAN FOR A PLANNED DEVELOPMENT, ASSOCIATED WAIVERS AND VARIATIONS, AND OTHER RELATED DOCUMENTS, AND APPROVING AND AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT – HINSDALE MEADOWS (SOUTHEAST CORNER OR 55TH STREET AND COUNTY LINE ROAD) – HINSDALE MEADOWS, LLC

WHEREAS, the Village of Hinsdale (the “Village”) is a duly constituted and existing municipality within the meaning of Section 1 of Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, Hinsdale Meadows Venture, LLC was previously, in Ordinance No. O2017-08, passed and approved on March 7, 2017, given Planned Development Concept Plan approval, as well as a related Special Use permit, for a proposed Planned Development (the “Planned Development”) on a 24.5 acre site at the southeast corner of 55th Street and County Line Road, Hinsdale, Illinois (the “Property”), located in the R-2 Single-Family Residential Zoning District, and as legally described in **Exhibit A** attached hereto and made a part hereof; and

WHEREAS, Hinsdale Meadows, LLC (the “Developer”), proposed successor in interest to Hinsdale Meadows Venture, current owner of the Property, now seeks Detailed Plan approval for the Planned Development, and approval of associated waivers and variations and other related documents for the Planned Development (the “Application”); and

WHEREAS, the Application has been referred to the Plan Commission of the Village and has been processed in accordance with the Zoning Code, as amended; and

WHEREAS, following the conclusion of the Public Hearing properly published in *The Hinsdalean* that was opened on August 9, 2017, and concluded on September 13, 2017 (together the “Public Hearing”), the Plan Commission made a motion to recommend approval of the Planned Development Detailed Plan, as well as the various waivers and variations associated with the Detailed Plan for the Planned Development, all as set forth in the Plan Commission’s Findings and Recommendation for Plan Commission Case No. A-25-2017 (“Findings and Recommendation”), a copy of which is attached hereto as **Exhibit B** and made a part hereof. The motion was approved by a vote of six (6) in favor and zero (0) opposed, with three (3) members being absent; and

WHEREAS, the President and Board of Trustees of the Village have duly considered the Findings and Recommendation of the Plan Commission, and all of the materials, facts and circumstances affecting the Application, and find that the

Application satisfies the standards set forth in Section 11-603 of the Zoning Code relating to Detailed Plan approval and approval of waivers and variations for the Planned Development. The Detailed Plan for the 64-unit site, Table of Compliance detailing the waivers and variations ("Waivers and Variations") approved as part of the Detailed Plan, and related documents submitted by the Applicant to the Board of Trustees, are all incorporated by reference as **Group Exhibit C** to this Ordinance, and are made a part hereof.

WHEREAS, attached hereto as **Exhibit D** and made part hereof is a Development Agreement between the Developer and the Village, which was contemplated as part of the Planned Development Detailed Plan Approval and which sets forth the terms and conditions pursuant to which the Developer will proceed with the construction of the Planned Development and related Public Improvements (the "Development Agreement"); and

WHEREAS, the President and Board of Trustees of the Village, after due and careful consideration, have determined that construction of the Planned Development in conformance with the Detailed Plan and on the terms and conditions set forth in the Development Agreement will be in the best interests of the Village and the health, safety, morals and welfare of its residents and taxpayers.

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

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

Section 2: Approval of Planned Development Detailed Plan, Associated Waivers and Variations, and Other Related Documents for the Hinsdale Meadows Planned Development. The President and Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and the Zoning Code, hereby adopts and approves the Findings of Fact of the Plan Commission attached hereto as **Exhibit B**, and approves the Detailed Plan and associated Waivers and Variations for the Planned Development proposed for the Subject Property located at the southeast corner of 55th Street and County Line Road, Hinsdale, Illinois, legally described in **Exhibit A**, in the R-2 Single-Family Zoning District. The approved Detailed Plan for twenty-one (21) new single-family homes, one (1) existing traditional single-family home that will remain on the Property, and forty-two (42) duplex homes, for a total of sixty-four (64) units, and the public improvements that will serve the units, along with a Table of Compliance detailing the Waivers and Variations for development of the Subject Property, are incorporated by reference as **Group Exhibit C**, and made a part hereof. The Detailed Plan includes a proposed final one-page Site Plan, prepared by BSB Design, Inc. and dated most recently Dec. 05, 2017; the proposed final engineering plans consisting of eighteen (18) pages, prepared by Spaceco, Inc. and

dated most recently 08-08, 2017; the proposed final landscape plans consisting of twelve (12) pages labeled Sheets LS2.0, LS2.1, LS 3.1 to LS 3.8, and LS 4.1 to LS 4.2, prepared by BSB Design, Inc. and dated most recently 06-15, 2017; and the schematic building elevations and floor plans for the dwelling units, prepared by BSB Design, Inc. and dated most recently 01-20, 2017 consisting of seventy-three (73) pages.

In addition, the Village has received and reviewed certain As-Built Plans for public improvements installed on the Property in past years, but never approved or accepted by the Village. Additional waiver or deviation requests relative to the Planned Development, including certain waivers or deviations identified by the Village and Developer through review of As-Built Plans for certain existing public improvements, and waivers and deviations identified and shown on the Final Engineering Plans pertaining to the specifications, sizes and construction standards of certain public improvements, are collectively set forth in an Exhibit to the Development Agreement attached hereto as **Exhibit D** and are also approved.

Section 3: Approval of Development Agreement. Based upon the foregoing, the document entitled "Development Agreement By and Between the Village of Hinsdale and Hinsdale Meadows, LLC," a copy of which is attached hereto as **Exhibit D**, is hereby approved in substantially the form attached, and the Village President and Clerk of the Village, or their designees, are authorized and directed to execute and deliver said Development Agreement and all other instruments and documents that are necessary to fulfill the Village's obligations under the Agreement and to effectuate the Planned Development in conformance with the approvals received, with any final changes to the Development Agreement prior to execution to be approved by the Village President and Village Manager.

Section 4: Conditions.

- A. The Developer Hinsdale Meadows, LLC is the proposed successor in interest to Hinsdale Meadows Venture, LLC, the current owner of the Property. The Village has been provided with requested information relative to the substitution of the Developer as the developing entity of the Property, and has been provided with proof of sufficient acquisition and construction financing for the development of the Planned Development. The approvals given to Hinsdale Meadows Venture as applicant in Ordinance No. O2017-08, are, upon approval of this Ordinance, now applicable solely to Developer. The Village acknowledges that, per the terms of the Development Agreement, should the Developer fail to acquire

the Property from Hinsdale Meadows Venture within ninety (90) days of the Effective Date of the Development Agreement, or such later date as the parties agree to in writing, the approvals given to the Developer under this Ordinance shall be null and void and of no further force or effect. In such event, the President and Board of Trustees shall repeal this Ordinance, and Ordinance No. O2017-08.

- B. The approvals given herein are subject to compliance by the Developer with the timing and other requirements of the Hinsdale Zoning Code relative to the subsequent submission and approval of Final Plans for the Planned Development.

Section 5: Severability and Repeal of Inconsistent Ordinances. Each section, paragraph, clause and provision of this Ordinance is separable, and if any section, paragraph, clause or provision of this Ordinance shall be held unconstitutional or invalid for any reason, the unconstitutionality or invalidity of such section, paragraph, clause or provision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

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

PASSED this _____ day of _____ 2017.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this _____ day of _____, 2017, and attested to by
the Village Clerk this same day.

Thomas K. Cauley, Jr., Village President

ATTEST:

Christine M. Bruton, Village Clerk

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

By: _____

Its: _____

Date: _____, 2017

EXHIBIT A

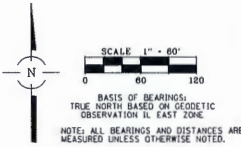
LEGAL DESCRIPTION OF THE PROPERTY

(ATTACHED)

FINAL PLAT OF SUBDIVISION OF HINSDALE MEADOWS

BEING A SUBDIVISION IN THE NORTHWEST QUARTER OF
SECTION 18, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

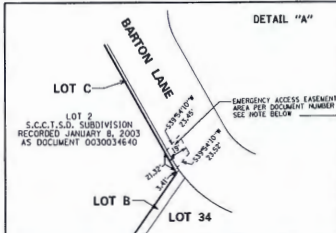
NEW LOT LAYOUT



Lot No.	Area (sq. ft.)	Area (acres)	Lot No.	Area (sq. ft.)	Area (acres)
1	20,053	0.460	27	13,175	0.302
2	20,112	0.462	28	10,174	0.234
3	22,480	0.516	29	14,033	0.322
4	18,278	0.420	30	12,354	0.284
5	18,245	0.417	31	19,725	0.453
6	19,439	0.446	32	12,379	0.284
7	10,011	0.230	33	10,581	0.243
8	10,080	0.231	34	17,902	0.411
9	10,076	0.231	35	22,741	0.522
10	10,098	0.232	36	15,150	0.348
11	12,622	0.290	37	16,639	0.382
12	16,029	0.368	38	22,413	0.515
13	15,385	0.353	39	15,110	0.347
14	17,102	0.393	40	15,256	0.350
15	15,724	0.361	41	18,517	0.425
16	21,993	0.505	42	15,009	0.345
17	16,381	0.375	43	17,901	0.411
18	15,934	0.366	LOT A	137,479	3.155
19	11,966	0.275	LOT B	2,326	0.053
20	10,225	0.235	LOT C	1,661	0.038
21	10,290	0.236	LOT D	32,848	0.753
22	11,134	0.256	LOT E	10,475	0.240
23	10,268	0.236	LOT F	8,889	0.204
24	10,289	0.236	LOT G	9,104	0.209
25	10,289	0.236	LOT H	10,451	0.240
26	11,754	0.270			

SURVEYOR'S NOTES:
1. STEEL RE-ENFORCING RODS (UNLESS OTHERWISE NOTED) WILL
BE SET AT ALL LOT CORNERS.

LEGEND:
U.E. = UTILITY EASEMENT HEREBY GRANTED



PERMIT, AND NON-EXCLUSIVE EASEMENTS FOR EMERGENCY VEHICULAR ACCESS ON, OVER
AND UNDER THE AREA DELINEATED ON THIS PLAT AS EMERGENCY ACCESS EASEMENT AREA
HAS BEEN GRANTED TO THE VILLAGE OF HINSDALE TO ALLOW FOR EMERGENCY ACCESS TO THE
ADJACENT PROPERTY (OWNERS) KNOWN AS HINSDALE LINE ROAD, PURSUANT TO THE TERMS
OF A GRANT OF EMERGENCY ACCESS EASEMENT DATED 08/12/2017 AS SUCH AGREEMENT HAS
BEEN RECORDED CONCURRENTLY WITH THE RECORDING OF THIS PLAT AS DOCUMENT NO.

PREPARED FOR:
EDWARD R. JAMES PARTNERS, LLC
2550 WAUREGAN ROAD
GLENVIEW, IL 60025

FOR REVIEW
PURPOSES ONLY

09/22/2017 G.P.
09/13/2017 G.P.
08/28/2017 G.P.



CONSULTING ENGINEERS
DATE: 04/14/2017
FILENAME:
SUB-01
SHEET
2 OF 3

EXHIBIT B

FINDINGS AND RECOMMENDATION OF THE PLAN COMMISSION

**FINDINGS OF FACT AND RECOMMENDATION OF THE
PLAN COMMISSION
VILLAGE OF HINSDALE**

September 13, 2017

RE: Case No. A-25-2017 – Planned Development Permit Detailed Plan Approval & Approval of Associated Waivers and Variations – 55th Street/County Line Road, Hinsdale, Illinois

PETITIONER: Hinsdale Meadows Venture, LLC

APPLICATION: For detailed plan approval and approval of associated waivers and variations relative to the previously approved concept plan and special use for a 64-unit residential planned development consisting of duplexes and single-family homes, on property located in the R-2 Single-Family Residential Zoning District, at the southeast corner of 55th Street and County Line Road, Hinsdale, Illinois

BACKGROUND: The 24.5 acre site at the southeast corner of 55th Street and County Line Road, Hinsdale, Illinois (the “Property”) is located in the R-2 Single-Family Residential Zoning District. A number of years ago, the Property was platted for a conventional development of 36 single-family homes. While roads and utility services were installed, only one (1) single-family home was ever completed, and two (2) were partially constructed on the Property.

In early 2017, Hinsdale Meadows Venture, LLC (the “Petitioner”) received approval for a text amendment allowing planned developments as a special use in any residential zoning district, as well as approval, in Ordinance No. O2017-08, of a Planned Development Concept Plan and a related Special Use permit approval of a 64-unit residential planned development consisting of duplexes and single-family homes on the Property (the “Planned Development”). The Planned Development was approved as an age-targeted development, meaning it is designed and intended to attract empty-nester residents.

The Concept Plan for the Planned Development that was ultimately approved was for twenty-one (21) new single family homes, one (1) existing traditional single family home that will remain on the Property, and forty-two (42) duplex homes, for a total of sixty-four (64) units. Based on grade, the proposed homes may have a lookout basement, standard basement, or walkout basement (or, if a Buyer prefers, no basement). All new homes feature a first-floor master bedroom and two bedrooms on the second floor (3 bedrooms total).

The Planned Development will utilize the existing road configuration and infrastructure, with some minor modifications to the utility services, as well as the existing detention pond.

APPLICATION: The current application (the “Application”) seeks Detailed Plan approval, as well as approval of certain waivers and variations from the Village of Hinsdale Zoning Code (the “Zoning Ordinance”) relative to the Planned Development.

The current Application, inclusive of the Detailed Plan and all Developer submittals during the course of the Public Hearing, is attached hereto as **Exhibit 1** and made a part hereof. A Table of Compliance detailing the various waivers and variations (“Waivers and Variations”) sought by Developer is attached hereto as **Exhibit 2** and made a part hereof.

PUBLIC HEARING: A public hearing on the Application was opened on August 9, 2017, and continued to and concluded on September 13, 2017. At the duly and properly noticed Hearing, testimony was taken and heard by the Plan Commission on the Application. All persons testifying during the Hearing were sworn prior to giving testimony. All persons wishing to be heard were given the opportunity to ask questions of the other witnesses and to provide testimony on their own behalf. Subjects discussed during the Public Hearing included the building elevations, features and dimensions, dimensions of proposed lots, perimeter fencing, landscaping, the traffic study results, table of compliance, garage design, water retention and detention, the emergency access easement with RML Hospital, the plans for improvements and grading of fields in adjacent KLM Park, the redevelopment agreement with the Village, the Homeowners Association declaration and covenants, and fencing. Transcripts of the Public Hearing are attached hereto as **Exhibit 3** and made a part hereof.

At the portion of the public hearing held on August 9, 2017, several members of the public spoke or asked questions concerning pricing of units and traffic. Another resident spoke about his positive experiences with the Petitioner living next to the undeveloped Property for the past 12 to 15 years, and another expressed his support for the proposed Planned Development. There being no further questions or members of the public wishing to speak on the application, the Public Hearing was closed.

MOTIONS AND RECOMMENDATIONS: Following discussion by the Plan Commission, a motion was made by Commissioner Jablonski, seconded by Commissioner Krillenberger, to recommend approval of the Detailed Plan as submitted, as well as the associated Waivers and Variations sought by the Petitioner. The Plan Commission vote on the motion was six (6) in favor, and zero (0) opposed.

FINDINGS ON DETAILED PLAN APPROVAL: The Plan Commission, based upon the evidence presented at the Hearing, and pursuant to Section 11-603(D)(3)(e) of the Hinsdale Zoning Code, makes the following Findings as to the Detailed Plan:

1. The Detailed Plan is in substantial conformity with the previously approved Concept Plan. The Plan Commission reviewed and discussed the Detailed Plan over the course of two (2) meetings and finds this standard to have been met;
2. The Detailed Plan complies with all conditions imposed in Ordinance No. O2017-08 approving the Concept Plan. The Plan Commission finds all conditions set forth in the Ordinance approving the Concept Plan have been met; and
3. The Detailed Plan complies with the provisions of the Hinsdale Zoning Code, and all other applicable federal, State and Village codes, ordinances and regulations. The Plan Commission finds this standard to have been met.

FINDINGS ON WAIVERS/VARIATIONS TO REGULATIONS: The Table of Compliance detailing the Waivers and Variations sought by the Petitioner is attached hereto as **Exhibit 2** and made a part hereof. The Plan Commission, based upon the evidence presented at the Hearing, and pursuant to Section 11-603(H) of the Hinsdale Zoning Code, makes the following Findings as to the Waivers and Variations to regulations sought as part of the Planned Development:

1. The Waivers and Variations will achieve the purposes for which planned developments may be approved pursuant to the Hinsdale Zoning Code. This Planned Development has been the subject of an extensive review and approval process. Detailed findings relative to the Planned Development are set forth in the Plan Commission findings and recommendations in Case No. A-18-2016. This standard has been met;
2. The Waivers and Variations will not violate the general purposes goals and objectives of the Hinsdale Zoning Code and Comprehensive Plan. This Planned Development has been the subject of an extensive review and approval process. Detailed findings relative to the Planned Development and its consistency with the purposes, goals and objectives of the Zoning Code are set forth in the Plan Commission findings and recommendations in Case No. A-18-2016. This standard has been met; and
3. The Waivers and Variations, as proposed, will result in a development providing compensating amenities to the Village. The Waivers and Variations shall facilitate the Planned Development and the compensating amenities provided to the Village by the Planned Development.

RECOMMENDATION:

Based on the Findings set forth above, the Plan Commission, by a vote of six (6) in favor and zero (0) opposed, recommends to the President and Board of Trustees that the Detailed Plan and associated Waivers and Variations sought by the Petitioner as part of the construction of a 64-unit residential planned development consisting of duplexes and single-family homes, on property located in the R-2 Single-Family Residential Zoning District at the southeast corner of 55th Street and County Line Road, Hinsdale, Illinois, be APPROVED.

Signed: Stephen J. Cashman
Stephen Cashman, Chairman
Plan Commission
Village of Hinsdale

Dated: 10/11/17

EXHIBIT C

**THE DETAILED PLAN FOR THE
64-UNIT PLANNED DEVELOPMENT, TABLE OF COMPLIANCE DETAILING THE
WAIVERS AND VARIATIONS GRANTED, AND OTHER RELATED DOCUMENTS
SUBMITTED BY THE PETITIONER**

(INCORPORATED BY REFERENCE)

TABLE OF COMPLIANCE - Hinsdale Meadows

Address of subject property: SE Corner of County Line Road and 55th Street

The following table is based on standard R-2 Zoning District requirements, as compared to the proposed Hinsdale Meadows Planned Development. For purposes of listing the waivers shown below, the figures shown represent maximum or "worst-case" level of waiver requested for each requirement.

A further description and/or rationale for each required waiver is shown in the "Footnotes/Description/Rationale" column on the Explanation of Requested Relief page attached.

	Minimum Code requirements	Proposed - Single Family Homes	Proposed - Duplex Homes
Minimum Lot Area (s.f)	20,000	10,000/ reduction of 10,000	15,000/ reduction of 5,000
Minimum Lot Depth	125'	125'	125'
Minimum Lot Width	100'	56.5' / reduction of 43.5'	77.8' / reduction of 22.2'
Building Height	30'	<30'	30.17' / increase of 0.17'
Building Elevation	35.5 Single Family 36.25' Duet	40.75' for walk out units / increase of 5.25'	42.92' for walk out units / increase of 6.67'
Number of Stories	3	3	3
Front Yard Setback	35'	30' / reduction of 5' 25' for lots 7,8,9,10, & 11 / reduction of 10'	30' / reduction of 5' 25' for lots 12 & 13 / reduction of 10'
Corner Side Yard Setback	35'	30' / reduction of 5'	30' / reduction of 5'
Interior Side Yard Setback	14.02' SF 14.42' Duet	8' / reduction of 6.02'	9' / reduction of 5.42'
Combination Side Yard Setback	39.06' SF 36.93' Duet	16' / reduction of 23.06'	18' / reduction of 18.93'
Rear Yard Setback	50'	35' / reduction of 15' 30' along pond / reduction of 20'	25' / reduction of 25' 15' (Lot 41) due to corner lot and existing storm sewer / reduction of 35'
Maximum Floor Area Ratio (FAR)	268,234.25	304,810.52 / increase of 36,576.27	
Maximum Building Coverage	25%	29.62% / increase of 4.62%	30.4% / increase of 5.4%
Maximum Total Lot Coverage	50%	<50%	<50%
Parking Requirements	N/A	N/A	N/A
Parking front yard setback	N/A	N/A	N/A
Parking corner side yard setback	N/A	N/A	N/A
Parking interior side yard setback	N/A	N/A	N/A
Parking rear yard setback	N/A	N/A	N/A
Loading requirements	N/A	N/A	N/A
Accessory Structure information	N/A	N/A	N/A
Local deletion of floor and roof trusses (providing suppression in-lieu of solid-sawn lumber)	2006 IRC: R502.11 & R802.10	Requested for inclusion	Requested for inclusion
Trees Required in Parkways	Village Code Section 11-1-13(C)	Pertains to entire development. Refer to Exhibit G of the Developer Agreement.	Pertains to entire development. Refer to Exhibit G of the Developer Agreement.

EXHIBIT D

**DEVELOPMENT AGREEMENT BY AND BETWEEN THE VILLAGE OF HINSDALE
AND HINSDALE MEADOWS, LLC – HINSDALE MEADOWS (SOUTHEAST
Corner of 55th Street and County Line Road)**

(attached)

This space for Recorder's use only

DEVELOPMENT AGREEMENT
BY AND BETWEEN

THE VILLAGE OF HINSDALE
AND
EDWARD R. JAMES PARTNERS, LLC

HINSDALE MEADOWS
(Southeast Corner of 55th Street and County Line Road)

DATED AS OF _____, 2017

Jointly prepared by:

Michael A. Marrs
Klein, Thorpe and Jenkins, Ltd.
20 N. Wacker Drive, Suite 1660
Chicago, Illinois 60606-2903

After recording, return to:

Village of Hinsdale
19 E. Chicago Avenue
Hinsdale, Illinois 60521
Attention: Village Clerk

And

Harold W. Francke
Meltzer, Purtill & Stelle, LLC
1515 E. Woodfield Road, Suite 250
Schaumburg, Illinois 60173-5431

DEVELOPMENT AGREEMENT
BY AND BETWEEN THE VILLAGE OF HINSDALE
AND EDWARD R. JAMES PARTNERS, LLC

HINSDALE MEADOWS
(Southeast Corner of 55th Street and County Line Road)

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into as of the ____ day of _____ 2017 (the "Effective Date"), by and between the VILLAGE OF HINSDALE, an Illinois municipal corporation (the "Village"), and EDWARD R. JAMES PARTNERS, LLC, an Illinois limited liability company (the "Developer"). The Village and the Developer are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, Hinsdale Meadows Venture, an Illinois joint venture ("Owner"), is the owner of that certain tract of real property consisting of approximately 24.5 acres, legally described on **Exhibit A** attached hereto and generally located on the southeast corner of the intersection of 55th Street and County Line Road in the Village (the "Property"); and

WHEREAS, the Village approved, by the adoption of Ordinance No. 02017-08, passed and approved on March 7, 2017, a Special Use Permit for a Planned Development to be developed on the Property (the "Approved Ordinance"), comprised of 22 single family and 42 Duplex homes for a total of 64 units in 43 buildings (the "Project"); and

WHEREAS, the Village also approved, by the adoption of Ordinance No. O2017-____, passed and approved on _____, 2017 (the "Final Plat Ordinance"), a final plat of subdivision for the Property prepared by Spaceco, Inc. and dated _____, 2017, for the subdivision of the Property, which final plat of subdivision is attached to this Agreement as **Exhibit B** (the "Final Plat of Subdivision"); and

WHEREAS, the Village also approved, by the adoption of Ordinance No. O2017-____, passed and approved on _____, 2017, the Detailed Plans and associated waivers and variations for the Project (the "Detailed Plan Approval Ordinance"); and

WHEREAS, Owner and the Developer have entered into a purchase and sale agreement which provides for the Developer's acquisition of the Property from Owner; and

WHEREAS, the Developer intends to proceed with the construction of the Project, following its acquisition of the Property from Owner, and submission by the Developer, and approval by the Village, of final plans for the Project; and

WHEREAS, the Developer has submitted, and the Village has approved in the Detailed Plan Approval Ordinance, detailed plans for construction of the Project and the public improvements necessary to serve the 64 dwelling units. Such detailed plans consist of a proposed final one page Site Plan, prepared by BSB Design, Inc. and dated most recently _____, 2017 (the "Final Site Plan"), the proposed final engineering plans consisting of eighteen (18) pages, prepared by Spaceco, Inc. and dated most recently _____, 2017 (the "Final Engineering Plans"), the proposed final landscape plans consisting of twelve (12) pages labeled Sheets LS2.0, LS2.1, LS 3.1 to LS 3.8, and LS 4.1 to LS 4.2, prepared by BSB Design, Inc. and dated most recently _____, 2017 (the "Final Landscape Plans"), and the schematic building elevations and floor plans for the Units, prepared by BSB Design, Inc. and dated most recently _____, 2017 consisting of seventy-three (73) pages (the "Building Elevations and Floor Plans"); and

WHEREAS, following the submission by the Developer of final versions of the Final Site Plan, Final Engineering Plans, Final Landscape Plans, and the Building Elevations and Floor Plans to the Village, and the subsequent approval of those final versions by the Village, said final versions shall be collectively attached to this Agreement as **Group Exhibit C** and are hereinafter referred to as the "Final Plans"; and

WHEREAS, the Parties acknowledge and agree that the original application made by Hinsdale Meadows Venture, as developer and Owner, and the resulting approvals for the Special Use for a Planned Development in the Approved Ordinance, shall be applicable solely to Edward R. James Partners, LLC, an Illinois limited liability company, as Developer, and its authorized successors and assigns, from and after the date Developer acquires the Property from Owner; and.

WHEREAS, the Developer has provided the Village with requested information relative to the substitution of the Developer as the developing entity of the Property, and has provided the Village with proof of sufficient acquisition and construction financing for the Project; and

WHEREAS, the Developer will use the existing previously installed onsite public improvements, including streets, street lights, sidewalks and curbs, water and sewer lines, storm water detention, and parkway trees (collectively, the "Existing Public Improvements"), all of which were constructed in the manner reflected on the as-built plans for the prior subdivision which have been previously received and reviewed by the Village (the "As-Built Plans"); and

WHEREAS, the Developer will perform the necessary testing, and make the necessary adjustments, modifications, connections, additions and repairs to the

Existing Public Improvements, including the base course inspection and repair of the existing base course on the existing streets as necessary, milling off of the failed binder course on the streets, installation of the final leveling binder and surface courses on the streets, parkway tree replacements, relocations and plantings, and installation of such other additional public improvements, all of which are as indicated in the Final Engineering Plans and Final Landscape Plans and described in this Agreement, and which are necessary to construct the Project (with such testing, adjustments, modifications, connections, additions and repairs hereinafter being referred to as the “Additional Public Improvements”, and together with the “Existing Public Improvements,” being hereinafter collectively referred to as the “Public Improvements”), all of which Public Improvements are listed in Exhibit E, in conformance with the Governing Plans and Law, as hereinafter defined; and

WHEREAS, the Developer will enter into contracts for the construction of the Additional Public Improvements on and subject to the terms of this Agreement in order to facilitate their dedication to and acceptance by the Village, and to conform them to the Final Engineering Plans, the Final Landscape Plans, the Subdivision Code, the requirements of this Agreement and the Governing Plans and Law; and

WHEREAS, Owner previously completed and received approvals from the Illinois Department of Transportation and the Cook County Highway Department for the reconfiguration of the intersection of County Line Rd and 55th Streets, and no other off-site work is contemplated by or expected of the Developer other than the KLM Park Improvements as detailed herein; and

WHEREAS, the on-site detention pond serving the Project has been previously constructed. As shown on the Final Engineering Plans, the Developer proposes to undertake certain minor modifications to the on-site detention pond to accommodate the Project, and the Village has agreed, upon inspection and approval of the proposed modifications, to issue the required permit for such modifications in compliance with the requirements of the DuPage County Storm Management Water Ordinance (subject to the Developer confirming compliance with the additional requirements, if any, of the Metropolitan Water Reclamation District of Greater Chicago); and

WHEREAS, the Village has agreed to allow the Developer to pay a fee under the DuPage County Stormwater Management Ordinance, in the manner and the amount outlined in Section 6F of this Agreement, in lieu of the Developer converting the on-site detention pond to a wetland (the “PCBMP Fee In Lieu Payment”); and

WHEREAS, the President and Board of Trustees of the Village (the “Corporate Authorities”), after due and careful consideration, have concluded that the development of the Property on the terms and conditions set forth in the Approved Ordinance, the Detailed Plan Approval Ordinance, and this Agreement, and in conformance with the Final Plat of Subdivision and Final Plans, and other Governing Plans and Law as set forth in Section 2 below, will promote sound

planning, increase the taxable value of property within the Village, and serve the best interests and general welfare of the Village and its citizens; and

WHEREAS, pursuant to notices given as required by applicable law, all required public meetings relative to approval of the Project have been held by all appropriate commissions and other bodies relating to subdivision controls, zoning, and other requested relief; and

WHEREAS, the Parties are desirous of entering into this Agreement pursuant to: (i) the intergovernmental cooperation provisions of the Illinois Constitution (Article VII, Section 10) and enabling statutes enacted pursuant thereto; (ii) Division 13 of Article 11 of the Illinois Municipal Code (65 ILCS 5/11-13-1 et seq.); (iii) Chapter 27 of the Illinois Compiled Statutes (5 ILCS 220/1-8); (iv) applicable provisions of the Village Municipal Code; and (v) the Village's police powers;

NOW, THEREFORE, in consideration of the foregoing recitals, which are hereby incorporated into and made a part of this Agreement, and the mutual covenants and agreements set forth below, the Parties hereby agree as follows:

Section 1. Acquisition of the Property. This Agreement, and all of the Parties' rights, obligations and liabilities hereunder, shall automatically terminate and become null and void and of no further force or effect if the Developer fails to acquire the Property from the Owner within ninety (90) days of the Effective Date of this Agreement, or by such later date as the Parties may agree to in writing ("Acquisition Date"), which agreement shall not require an amendment to this Agreement. In addition to the termination of this Agreement, the Village shall also repeal the Approved Ordinance, the Final Plat Ordinance, and the Detailed Plan Approval Ordinance, which obligation shall survive the termination of this Agreement. If the Developer acquires the Property, it shall promptly inform the Village of such acquisition by notice ("Acquisition Notice"). The Village shall not record this Agreement until it has received the Acquisition Notice.

Section 2. Governing Plans and Law. To the extent the Developer proceeds with the construction of the Project on the property following its delivery of the Acquisition Notice to the Village, it shall do so subject to minor alterations approved by the Village Engineer due to field conditions or other circumstances, in a good and workmanlike manner pursuant to and in accordance with the following (collectively, the "Governing Plans and Law"):

1. the Approved Ordinance and Detailed Plan Approval Ordinance; and
2. this Agreement; and
3. the Final Plat Ordinance and the Final Plat of Subdivision; and
4. the Final Plans; and
5. the Hinsdale Zoning Ordinance, Subdivision Ordinance and Building Codes, as the same exist as of the Effective Date of the Agreement (collectively, the "Existing Village Codes"), with the exceptions to and

- waivers from the provisions of the Existing Village Codes as are set forth on **Exhibit D** attached hereto; and
6. the provisions of all other applicable codes, ordinances and standards adopted by the Village, including but not limited to, the Village Engineering Standards and the DuPage County Stormwater Ordinance (collectively, the “Other Applicable Village Codes, Ordinances and Standards”); and
 7. all applicable federal, State, county and non-Village local governmental laws, statutes, codes, ordinances, resolutions, rules and regulations (collectively, the “Other Requirements of Law”).

In the event of a conflict between, among or within any of the above plans or documents, the plan or document that provides the greatest control and protection for the Village to achieve the benefits and objectives of the Special Use Permit for the Planned Development for the Project, as determined by the Village Manager, shall control. Notwithstanding the foregoing, the intent of the Parties is that the Village Manager shall strive to resolve a conflict between this Agreement and the Existing Village Codes in favor of the former, and a conflict between the Subdivision Code or the Village Engineering Standards, on the one hand, and either the As-Built Plans or the Final Plans, on the other hand, in favor of the latter.

Section 3. Village Consents, Approvals and Cooperation. Except as otherwise provided herein, whenever the consent, approval or cooperation of the Village, or of any of its employees, consultants, attorneys, agents or representatives, is required to be given or rendered under the provisions of this Agreement or otherwise, the same shall not be unreasonably withheld, delayed or conditioned.

Section 4. Improvements, Easements.

A. Improvements Required. The Developer, if it proceeds with the construction of the Project following its acquisition of the Property, will construct the Additional Public Improvements, at its sole cost and expense, in conformance with the provisions of Section 4C1.

B. Easements Required. Public service and utility easements are included on the Final Plat of Subdivision. In the event such easements need to be relocated, supplemented or amended in any way after the Effective Date of this Agreement, the Parties shall cooperate with one another to effectuate the same so that proper and adequate public services and utility services are made available to serve the Project.

C. Construction of Public Improvements.

1. Construction Standards.

- a. The Village acknowledges that the Existing Public Improvements, including without limitation the existing road base course, the underground water main, storm sewers, sanitary sewers, the existing

landscaping, and such other public improvements, as were shown on the As-Built Plans, may remain in place, subject to the Developer's performance of the necessary testing, and construction of the necessary adjustments, modifications, connections, additions and repairs identified as Additional Public Improvements, and the improvements the Village Engineer has already identified or may hereafter identify as described in this paragraph. The Village shall not unreasonably require modifications to the Existing Public Improvements based on amendments to the Village's codes, ordinances and standards that may have been enacted by the Village since the dates of construction of the Existing Public Improvements. The Village has worked with the Developer, and shall continue to work with the Developer, in reasonably identifying any deviations from such Village codes, ordinances and standards that may pertain to the construction of the Existing Public Improvements and any adjustments, modifications, corrections or repairs to the Existing Public Improvements that the Developer must undertake to either bring the Existing Public Improvements into conformance with such Village codes, ordinances and standards or otherwise make them able to properly perform the services for which they were constructed.

b. Any known additional deviations shown on the Final Engineering Plans as they pertain to the specifications, sizes, and construction standards for the Additional Public Improvements, including without limitation the roads, curb and gutter, sidewalks, the storm and sanitary sewers, the water mains, and the parkway trees are identified on Exhibit D to this Agreement and have been approved by the Detailed Plan Approval Ordinance.

c. Subject to the provisions above, the Developer shall undertake the construction of the Additional Public Improvements pursuant to and in accordance with the Governing Plans and Law.

2. Village Inspections and Approvals. The Developer's construction of the Additional Public Improvements and any additional work undertaken by the Developer pursuant to Paragraph C(1)(a) above shall be subject to inspection and approval by the Village Engineer at all times. Within ten (10) business days of receipt of notice (weather permitting) from the Developer that one or more of the components of the aforesaid construction work has been completed (which notice shall set forth with specificity which components have been completed), the Village Engineer shall inspect said components and indicate approval or disapproval of the same by written notice to the Developer (the "Inspection Notice") given within five (5) business days following such inspection. If such components are not approved, the reasons therefor shall be set forth in the Inspection Notice. Upon the Developer's

correction of the items set forth in the Inspection Notice, the Village Engineer, within five (5) business days of receipt of written notice, shall re-inspect only the items set forth in the Inspection Notice to be corrected and either approve or disapprove said items, in writing, within five (5) business days of said re-inspection. Said ten (10) business day and five (5) business day periods may be extended if the Village Engineer is delayed due to causes beyond the Village Engineer's reasonable control provided the Village Engineer promptly notifies the Developer of such cause for delay. If the Village Engineer determines that any items on the Inspection Notice remain to be corrected after the second such re-inspection and the Developer disputes such determination, such dispute will be submitted in the first instance to the Village Manager and thereafter, if necessary to the Corporate Authorities, for resolution, which resolution shall be based on the provisions of this Agreement. The Village agrees that the Village Engineer, in his reasonable discretion, may approve exceptions or departures from the Village Engineering Standards in connection with or in furtherance of the Developer's construction of the Additional Public Improvements and the work, if any, the Developer is required to undertake pursuant to Paragraph C(1)(a) above.

3. Other Approvals. When the construction and installation of any improvement requires the consent, permission, or approval of any public agency or private party, the Developer, with the cooperation of the Village if necessary, shall promptly file all applications, enter into all agreements, post all security, pay all fees and costs, and otherwise take all steps that may be required to obtain such consent, permission, or approval.
4. Construction Vehicles. The Developer shall require that all construction vehicles, including passenger vehicles and construction equipment, be parked at all times within the Property, and keep all routes used for construction traffic free and clear of mud, dirt and debris and shall repair any damage caused by such construction traffic. Vehicles will access the Property from either the 55th Street or County Line Road entrances to the Property, and there shall be no parking of vehicles on either 55th Street or County Line Road. In the event any temporary road closure for either 55th Street or County Line Road is necessary for work along the right-of-ways, separate Village approval shall be necessary prior to commencing such work. In accordance with Village requirements, construction and other fencing shall be used as needed by the Developer to encircle those areas of the Property where construction activities are occurring.
5. Streets; Access and Circulation. All streets required to provide access to or circulation within the Property for general traffic have been

partially constructed by the Owner prior to the Effective Date of this Agreement. Such streets shall be modified, repaired, further constructed and dedicated to the Village in accordance with, and as required by or pursuant to, this Agreement. The Developer acknowledges that the binder course on the existing streets has failed, and will need to be milled off and re-laid, and inspected and approved by the Village, prior to the final surface course of the streets being added. The existing base course, consisting of four inches (4") of aggregate sub-base plus five inches (5") of bituminous aggregate mixture (BAM) will remain in place. Prior to leveling binder course being paved, the base will be inspected by the Village and Developer, and any deficiencies in the existing base course will be repaired as necessary. After completing the repairs to the existing base course, new leveling binder course and surface course will be installed, consisting of one inch (1.0") of hot mix asphalt (HMA) leveling binder course, and two inches (2.0") of HMA surface course. The new leveling binder course and new surface course will be installed before the street is conveyed to and accepted by the Village. The Developer will provide pavement cores to the Village to confirm the constructed thickness of the new leveling binder and surface course at 750' intervals.

The Developer may use the streets for construction traffic and shall, during the period of the use, keep the streets free and clear of mud, dirt, debris, obstructions, and hazards and shall, after the use is no longer necessary, restore, and repair the streets to the standards established herein for the construction of the streets. The Developer acknowledges and agrees that (a) the Village shall not be obligated to accept any street unless and until certificates of occupancy have been issued for at least 90% of the dwelling units the Developer intends to construct on the Property and the street has been completed and, if necessary, restored and repaired as required herein and (b) the Village shall not be obligated to keep any street cleared, plowed, or otherwise maintained until the street has been completed, approved, and accepted by the Village in accordance with this Agreement, or until other arrangements satisfactory to the Village, in its sole discretion, shall have been made.

6. Storm Sewers, Sanitary Sewers, and Water Mains. The existing underground utilities, consisting of storm sewers, sanitary sewers and water mains (collectively, the "Underground Utilities"), have already been installed in the manner indicated in the As-Built Plans. As it constructs the Project, the Developer will modify the Underground Utilities to serve the Project in the manner indicated in the Final Engineering Plans and as required by the provisions of Paragraph C(1)(a) above.

The existing storm sewers and the existing detention pond, with the modifications indicated on the Final Engineering Plans, shall serve the stormwater management needs of the Project. The Village procedures for review and approval of the storm sewer system will consist of (1) acknowledgement in the Detailed Plan Approval Ordinance and this Agreement that the materials, layout, and design indicated in the As-Built Plans, as may be modified by the Final Engineering Plans, and subject to the provisions of Paragraph C(1)(a) above, are approved; (2) reviewing the re-televising of the sewers to be provided by the Developer prior to commencement of the construction, and providing any initial punch list corrections identified as a result of the televising and which are necessary to reasonably ensure the adequacy of future operations of the existing storm sewers, as described in Paragraph C(1)(a) above; (3) inspection and approval of the system modifications and any punch list corrections during their installation; and (4) final inspection of the manholes and reviewing a final televising of the storm sewers to be provided by the Developer prior to Village acceptance.

The existing sanitary sewers on the Property, with the modifications indicated on the Final Engineering Plans, shall serve the sanitary sewer needs of the Project. As indicated in the Final Engineering Plans and the Final Plat of Subdivision, a sanitary sewer easement has been granted to provide that a portion of the existing sanitary sewers currently serves the adjacent RML Hospital property and the existing home constructed on Lot 1. As the remaining homes are built, the service lines to each home will be installed, as indicated in the Final Engineering Plans. Village procedures for review and approval of the Project's sanitary sewer system will consist of (1) acknowledgement in the Detailed Plan Approval Ordinance and this Agreement that the materials, layout, and design indicated in the As-Built Plans, as may be modified by the Final Engineering Plans and subject to the provisions of Paragraph C(1)(a) above are approved; (2) reviewing the re-televising of the portion of the existing sewer system to be provided by the Developer for the portion that does not serve the RML Hospital property prior to commencement of construction, reviewing the results of the vacuum test results for the sanitary sewer manholes to be provided by the Developer, and undertaking and completing any initial punch list items identified as a result of such televising and vacuum testing as being necessary to reasonably ensure the adequacy of future operations of the Project's sanitary sewer system; (3) inspection and approval of the system modifications and any punch list corrections during their installation; and (4) final inspection of the manholes prior to Village acceptance of the Project's sanitary sewer system.

The existing water mains on the Property were previously tested and currently serve the existing home constructed on Lot 1. Service lines for the remaining homes will be installed as indicated in the Final Engineering Plans. Village procedures for review and approval of the water main system will consist of (1) acknowledgement in the Detailed Plan Approval Ordinance and this Agreement that the materials, layout, and design indicated on the As-Built Plans, as may be modified by the Final Engineering Plans and pursuant to the provisions of Paragraph C(1)(a) above, are approved; and (2) inspection and approval of the system modifications and any punch list items identified as being necessary to reasonably ensure the adequacy of future operations of such water main system; and (3) final inspection of the valve vaults and B-boxes prior to Village acceptance of such water main system.

7. Construction Hours. Construction hours shall be permitted during the allowable hours of work pursuant to Section 9-12-2 (Limitations on Noise) of the Hinsdale Village Code, which are currently 8 am to 8 pm weekdays and 8 am to 4 pm on Saturdays. No work shall be allowed on Sundays. The Developer shall comply with these hours of construction, unless Village approval for temporary extended hours is separately granted for certain time periods by the Village Board pursuant to any waiver process provided for in the Village Code, or in the event emergency repairs are required.
8. Damage to Public Property. The Developer shall maintain the Property and all streets, sidewalks and other public property in and adjacent to the Property in a good and clean condition at all times during the development of the Property and the construction of the Project; shall promptly clean all mud, dirt and debris deposited on any street, sidewalk, or other public property in or adjacent to the Property by the Developer or any agent of or contractor hired by, or on behalf of, the Developer; and shall repair any damage to any street, sidewalk, or other public property that may be caused by the activities of the Developer or any agent of or contractor hired by, or on behalf of, the Developer.

D. Dedication and Maintenance of the Improvements.

1. Final Inspection and Dedication, Acceptance and Maintenance of the Public Improvements. The Developer shall dedicate and/or convey the Public Improvements to the Village, and the Village shall accept them in the manner hereinafter specified and in the manner specified under Illinois law. Neither the execution of this Agreement nor the approval or recording of the Final Plat of Subdivision shall constitute an acceptance by the Village of any of the Public Improvements, including without limitation any streets or other public facilities, or any of the rights-of-way within the Project notwithstanding their designation as

being “hereby dedicated” on the Final Plat of Subdivision. No Public Improvement shall be accepted by the Village except by a resolution duly adopted by the Corporate Authorities specifying with particularity the Improvement or Improvements being accepted. The Developer shall convey the Public Improvements to the Village as “public improvements” by a customary form bill of sale following the inspection and approval of the Additional Public Improvements in accordance with Section 3.C.2 above and following the delivery to the Village Engineer of approved “as-built” drawings, and a certification from the Developer’s engineer that the Additional Public Improvements have been completed in accordance with the Governing Plans and Law. Not less than sixty (60) calendar days following the receipt of the last of the items required for conveyance of the Public Improvements to the Village, the Village shall accept such Public Improvements, by resolution and the dedication of rights-of-way and easements. Such conveyance may be effected on a phase-by-phase and an Improvement-by-Improvement basis. Within ten (10) business days of the Village’s receipt of the last of the required documents identified above, and provided the required Guaranty Bond has been deposited with the Village, the Performance and Payment Bond deposited with the Village pursuant to Section 5 for the Additional Public Improvements then being accepted shall be returned to the Developer as specified in Section 5 and thereafter the Village shall own and maintain such Public Improvements.

2. One Year Guaranty of the Public Improvements. The Developer hereby guaranties the prompt and satisfactory correction of all defects and deficiencies in the Additional Public Improvements, including without limitation landscaping installed by the Developer as part of the Additional Public Improvements on public lands or within public rights-of-way or easements, that occur or become evident within one (1) year after approval and, where appropriate, acceptance of the Public Improvements by the Village pursuant to this Agreement. If any defect or deficiency occurs or becomes evident during this period, then the Developer shall, within ten (10) days, weather permitting, after written demand from the Village to do so, correct it or cause it to be corrected. In the event any Additional Public Improvement is repaired or replaced pursuant to a demand, the guaranty provided by this subsection shall be extended, if necessary, as to the repair or replacement, for three (3) months after the date of repair or replacement. With respect to the KLM Park Improvements, the guaranty period for any field shall coincide with the grow-in period for such field as outlined in Exhibit F, and shall terminate upon the usage of such field for playing purposes.

E. Kathryn Legge Memorial (KLM) Park Improvements.

1. In connection with its construction of the Project, the Developer, as one of the public benefits referred to in the Approved Ordinance, shall re-grade and level one (1) or more lacrosse fields located in the Village-owned KLM Park near the north end of the park property (the “KLM Park Improvements”), in conformance with the KLM Site Improvement Plans and the KLM Park Improvements Plan documents, collectively attached hereto as **Group Exhibit F** (the “KLM Park Improvement Approvals Documents”). The dirt to be used to level the lacrosse fields will come from the excess soils excavated from the Property, subject to the provisions of the KLM Park Improvement Approval Documents, and will be stockpiled on the Property until such time as it is utilized to construct the KLM Park Improvements. The KLM Park Improvement Approvals Documents outline the entire work plan for the first lacrosse field, and provides that the Village shall have the option, upon completion of the grading for the first lacrosse field, to work with the Developer to prepare additional engineering plans to also regrade the two other fields. Additional provisions related to these other two optional fields, and the overall KLM Park Improvement Approvals Documents, are included in the paragraphs below.

2. The Developer shall also install a new valve and valve vault on the existing 8” watermain line located within KLM Park, directly east of the existing watermain service line to the hospital. The Village Engineer shall approve the location of the new valve and valve vault prior to their installation.

3. If more than one (1) field is improved, the Developer shall raise the elevation of the existing fire hydrant in its current location to match the revised grade that will be identified in the additional engineering plans, which plans shall be prepared upon the Village’s decision as to whether to proceed with the additional fields. In the event the Village decides to also relocate the existing water main under the additional fields, such relocation shall be at the Village’s expense, and the raising of the elevation of the existing fire hydrant shall be undertaken in conjunction with the water main relocation.

4. With respect to completion of the first lacrosse field, access to KLM Park from the construction site with trucks carrying the dirt shall be from the location identified in the KLM Site Improvement Plans, along the mutual property line of the two parcels. In the event the Village proceeds with the additional fields, the Developer and Village shall mutually agree as to the access point for the additional fields, and such location shall be identified in the additional engineering plans prepared for such fields. In the event that direct access for these additional fields is required to be from the adjacent public road system, the Village shall cooperate in providing such access. When the final lacrosse field is finished, the Developer shall restore, at its sole cost and expense, all the landscaping or other property that was damaged in the KLM Park site as a result of the construction of the lacrosse fields, except for the approved tree removals identified in the KLM Site

Improvement Plans, and shall install the new fence along the common property line as indicated in the Final Landscape Plans.

5. The Village shall promptly issue all permits the Developer will need to construct the KLM Park Improvements and cooperate with the Developer in the procurement of other required permits in the event additional permits are needed from other units of local government or private parties. The Village shall not charge or require the Developer to pay any fees in connection with the application for or issuance of permits for the construction of the KLM Park Improvements.

6. Upon the completion of grading, seeding, and landscaping of the first field as outlined in the KLM Site Improvement Plans, the amount of the Performance Security outlined in Section 5 shall be reduced in an amount equal to the cost of the grading, but not for the amount of the seeding or landscape installation. Concurrent with the completion of the initial grading, seeding, and landscaping of the first field, the Village shall determine whether it wishes to proceed with the additional field or fields as outlined in Exhibit K. In the event the Village decides to proceed with the additional fields, the Developer shall post the amount of Performance Security required for such additional fields, and the amount the additional Performance Security for the additional fields shall be calculated in accordance with the same provisions outlined in Section 5. Upon completion of the grow-in period for the turf as outlined in the KLM Site Improvement Plans, and prior to the fields being used for playing fields, the amount of the Performance Security shall be further reduced for the remaining cost of the lacrosse field improvements, including without limitation the cost of seeding and landscaping.

F. Issuance of Building Permits, Building Plan Review, Building Inspection Permit Fees and Certificates.

1. Subject to the opportunity to cure provisions set forth in this Agreement, the Village shall have the absolute right to withhold any building permit at any time the Developer is in breach of the provisions of this Agreement. No building permit shall be issued for any site unless and until all plans for such site have been approved and building plan review and building permit fees for such site have been paid. In the event the Village is considering increases in building permit fees, the Village shall promptly notify the Developer of such intention.

2. The Village review procedures for building permit applications shall consist of review of an initial permit review set for each model type, which shall be approved by the Village provided they meet applicable Existing Village Codes and Other Applicable Village Codes, Ordinances and Standards, and are in substantial conformance with the Building Elevations and Floor Plans (the "Standard Building Permit Plan Set"). Subsequent building permit applications for the dwelling unit to be constructed on each individual lot shall note any changes present as compared to the Standard Building Permit Plan Set. Having previously approved the Standard

Building Permit Plan Set, for subsequent building permit applications, the Village shall use its best efforts to complete its review of such subsequent building permit applications on a timely basis.

3. In the event the Developer requests the Village to consider the approval of additional exterior elevation styles for dwelling unit model types included in the Final Plans, or additional dwelling unit model types that are not included with the approved Building Elevations and Floor Plans included in Group Exhibit C (collectively, the "Additional Building Elevations and Floor Plans"), nothing in this Agreement shall prevent the Village from reviewing and approving the Additional Building Elevations and Floor Plans in accordance with its procedures for a major adjustment to a planned development.

G. Certificates of Occupancy.

1. The Village shall issue certificates of occupancy to the Developer for dwelling units it constructs on the Property in accordance with the following provisions. Within five (5) business days of the date of application or request therefor, the Village shall inspect a completed dwelling unit, and it shall either approve its condition or provide a written description of any required corrections. If corrections are necessary, the Developer shall complete such corrections and the Village shall re-inspect the dwelling unit within three (3) business days of the Developer's request. The Village shall issue the requested certificate of occupancy within two (2) business days of the Village's approval of such corrections. No certificate of occupancy shall be issued for any dwelling unit unless and until all inspection fees for such dwelling unit have been paid.

2. The Village agrees to issue certificates of occupancy for dwelling units whose landscaping, driveway and/or sidewalk paving and grading improvements have not been completely finished due to adverse weather conditions subject to the understanding that if a certificate of occupancy is issued for such a dwelling unit and the Developer fails to complete the landscaping, driveway and/or sidewalk paving or grading improvements for such dwelling unit as soon as weather permits but in any event by the following July 30th, the Village shall have the right, after notice to the Developer and the Developer's continued failure to complete the incomplete items within fifteen (15) days, weather permitting, to use any deposits given to the Village in furtherance of the issuance of a temporary certificate of occupancy for such dwelling unit to complete the incomplete work.

H. Applicable Building Codes. All dwelling units constructed on the Property during the six-year period following issuance of the first dwelling unit permit issued for the Property after the Effective Date of this Agreement shall be constructed in compliance with the provisions of the Village's Building Codes, as the same exist as of the Effective Date of this Agreement. Notwithstanding the

foregoing, amendments to such Building Codes to conform them to the requirements of state or federal law shall be applicable to the Property, as and when required by a state or federal mandate.

I. Parkway Landscaping and Planting Requirements. All parkway landscaping and planting requirements shall be performed in accordance with the Final Plans and Section 11-1-13 of the Village's Subdivision Code, unless relief from the requirements of such Section has been granted by the Village, which relief is set forth on Exhibit G attached hereto, or is otherwise granted by the Village, which approval shall not require an additional amendment to this Agreement.

J. Schedule for Completion of Improvements. The Additional Public Improvements shall be completed by the Developer and made ready for inspection, approval, and, where appropriate, acceptance by the Village pursuant to this Agreement, and contracts for such work shall be entered into by the Developer in accordance with the schedule (the "Project Schedule") attached hereto as Exhibit K. The Project Schedule is divided into the following four phases, generally described as follows: (1) initial grading, landscaping, and Underground Utility work phase ("Phase 1"), (2) ongoing repairs and replacements work phase for sidewalks, curbs, and additional landscape installation during home construction ("Phase 2"), (3) KLM Park Improvements work phase ("Phase 3"), and (4) completion phase including final repair work and installation of final road surface ("Phase 4"). The Phase 1 improvements shall be completed no later than within one year after the date the Developer closes on its acquisition of the Property as set forth in the Acquisition Notice. The timing for Developer's completion of the Phase 2, Phase 3, and Phase 4 improvements shall be subject to the timing of sales of dwelling units. During the course of construction of the dwelling units, the Village and Developer shall reasonably work together to determine the specific timing of the components of Phase 2 and Phase 4 work, which shall be coordinated with the construction of the individual dwelling units and subject to the timing of the sales of those dwelling units. The specific timing of the Phase 3 work, i.e. the KLM Park Improvements, shall be coordinated by the Developer and the Village in accordance with the KLM Park Improvements Plan included in Exhibit F of this agreement. Upon completion of each Phase, or portions of each Phase of work, and Village review and approval of each Phase of work, the Developer may request a reduction in the amount of the Performance Security outlined in Section 5 of this Agreement.

K. Village Rights to Complete Work. If the Developer fails or refuses to diligently pursue the construction and installation of the Additional Public Improvements in accordance with the Project Schedule, as such schedule is reasonably determined by Village and the Developer in accordance with the provisions of Section 4(J) above, or to correct any defect or deficiency as required pursuant to Subsection D2 above, then after notice by the Village to the Developer to require completion of such items within sixty (60) days of such notice, the Village shall have the right, and the Developer hereby grants to the Village the right, in addition to all other rights afforded to the Village in this Agreement and by law, at

the Village's option, to complete the construction and installation or to correct such defect or deficiency. With respect to the KLM Park Improvements, at such time as the Developer has accumulated enough dirt to complete the KLM Park Improvements, the Developer and Village shall determine the schedule for construction of the fields in accordance with the procedures indicated in Exhibit F. In the event the Developer has accumulated enough dirt to complete the KLM Park Improvements but fails to schedule the work and/or to complete the work in accordance with the timing requirements shown in Exhibit F, the Village shall have the right to complete that work and to draw upon the Performance Security to pay for the costs of construction for the work outlined in Exhibit F. The Village shall have the right to draw upon the Performance Security or Guaranty Bond deposited pursuant to Section 5 of this Agreement, as well as the right to demand payment directly from the Developer, based either on costs actually incurred or the Village's reasonable estimates of costs to be incurred, an amount of money sufficient to defray the entire cost of such work, including reasonable attorney fees and administrative expenses. The Developer, on demand by the Village, shall pay the amount to the Village.

Section 5. Performance Security and Guaranty Bond.

A. Performance and Payment Bond.

Spaceco, Inc. has prepared the estimate of costs for the Additional Public Improvements work, including the KLM Park Improvement work, which is attached hereto as **Exhibit H** (the "Approved Cost Estimate"). As security to the Village for the performance by the Developer of the Developer's obligations to complete and pay all costs associated with the construction of the Additional Public Improvements pursuant to and in accordance with this Agreement, and to complete work pursuant to subsection 4K of this Agreement, the Developer shall, as a condition precedent to the effectiveness of the Village approval of the Final Plans and prior to issuance of any building permits, deposit with the Village Manager a performance and payment bond (the "Performance Security") in a total amount equal to one hundred twenty-five percent (125%) of the Approved Cost Estimate. The Performance Security shall, at all times until released or reduced as provided below and as provided in Sections 4(E)(6) and 4(J) of this Agreement, be maintained at not less than ten (10%) percent of the total deposit required by the preceding sentence. The Performance Security, in either its original or reduced amount, shall be maintained and renewed by the Developer, and shall be held in escrow by the Village, until the Additional Public Improvements have been completed and inspected by the Village and, where appropriate, acceptance of any or all of the Additional Public Improvements by the Village pursuant to Subsections 4D and 4E of this Agreement and the posting of all Guaranty Bonds required by Subsection 5B below. After the acceptance and posting of the Guaranty Bond, the Village shall release the Performance Security to the Developer.

B. Guaranty Bond. As a condition precedent to the Village's approval and, where appropriate, acceptance of any or all of the Additional Public Improvements pursuant to Subsections 4D and 4E of this Agreement, the Developer shall post a new bond in the amount of ten percent (10%) of the actual final costs of constructing each of the Additional Public Improvements, but not including the costs of the KLM Park Improvement work, as certified by the Village Engineer based on subcontractor lien waivers and/or sworn statements as security for the performance of the Developer's obligations under Section 4(D)(2) of this Agreement (the "Guaranty Bond"). The Guaranty Bond shall be held by the Village in escrow until the end of the one year guaranty period set forth in Subsection 4D of this Agreement.

C. Costs. The Developer shall bear the full cost of securing and maintaining the Performance Security and Guaranty Bond.

D. Form of Performance Security and Guaranty Bond. The Performance Security and the Guaranty Bond shall generally be in the form of Exhibit I and Exhibit J attached hereto, and be subject to the Village attorney's review and reasonable approval. The bonds shall be issued by a surety reasonably acceptable to the Village.

Each bond shall, at a minimum, provide that (1) it shall expire no earlier than the later of one year following the date of its issuance or 45 days after delivery to the Village, in a manner provided in Section 14 of this Agreement, of written notice that such bond will expire; (2) it may be drawn on based upon the Village Manager's certification that the Developer has failed to fulfill any of the obligations for which the bond has been posted as security, as stated in Subsection 5A and 5B above; (3) subject to the provisions of Section 4(K) above, it shall not require the consent of the Developer prior to any draw on it by the Village; (4) it shall not be cancelled without the prior written consent of the Village; and (5) if at any time it will expire within 45 or any lesser number of days, and if it has not been renewed, and if any obligation of the Developer for which it has been posted as security remains uncompleted or unsatisfactory, then the Village may, without notice and without being required to take any further action of any nature whatsoever, call and draw down the Performance Security or Guaranty Bond and thereafter either hold all proceeds as security for the satisfactory completion of all such obligations or employ the proceeds to complete all such obligations and reimburse the Village for any and all costs and expenses the Village has incurred, including reasonable attorney fees and administrative costs. Upon completion of the Developer's obligations to construct and complete the Additional Public Improvements pursuant to and in accordance with this Agreement, and after reimbursement to the Village of all costs and expenses, including reasonable attorney fees and administrative costs the Village has incurred, the Village shall release to the Developer any proceeds remaining on deposit with the Village drawn from the Performance Security or Guaranty Bond.

The Performance Security shall provide that the aggregate amount of the bond may be reduced, but only upon joint written direction by the Developer and the Village, to reflect a reduction in the total amount of the deposit required pursuant to Subsection 5A above as a result of payments made by the Developer in full or partial satisfaction of the Developer's obligations pursuant to this Agreement or the completion of construction of the Additional Public Improvements and the approval of such construction by the Village Engineer. No such reduction shall be allowed except upon presentation by the Developer of proper contractor's sworn statements, partial or final waivers of lien, as may be appropriate, and all such addition documentation as the Village may reasonably request to demonstrate satisfactory completion of the Additional Public Improvements in question and full payment of all contractors, subcontractors and material suppliers.

The Guaranty Bond shall not be reduced by reason of any cost incurred by the Developer to satisfy its obligations under Subsection 5G, 4(C)(8), or Section 6 of the Agreement.

E. Replacement of Performance Security and Guaranty Bond. If at any time the Village determines that the surety issuing either the Performance Security or the Guaranty Bond is unable to meet any federal or state requirement for reserves, is insolvent, is in danger of becoming any of the foregoing or is otherwise in danger of being unable or unwilling to honor such bond at any time during its term, or if the Village otherwise reasonably deems itself to be insecure, then the Village shall have the right to demand that the Developer provide a replacement bond from a surety satisfactory to the Village. Such replacement bond shall be deposited with the Village not later than fifteen (15) days following such demand. Upon such deposit, the Village shall surrender the original bond to the Developer. Failure to provide such a replacement bond shall be grounds for the Village to draw down the entire remaining balance of the Performance Security or the Guaranty Bond in the full amount reasonably determined by the Village to be necessary to secure all of the Developer's remaining obligations and responsibilities related to the construction of the Additional Public Improvements pursuant to this Agreement and the reimbursement to the Village of all costs and expenses the Village has reasonably incurred or will incur in completing such construction. Upon completion of the Developer's obligations to construct and pay for the Additional Public Improvements pursuant to and in accordance with this Agreement, and after reimbursement to the Village of all reasonable fees and costs and expenses, including reasonable legal fees and administrative costs the Village has incurred, then the Village shall release to the Developer any proceeds remaining on deposit with the Village from any bond.

F. Use of Funds in the Event of Developer Default Relating to Construction of Additional Public Improvements. If an Event of Default occurs relating to the Developer's obligation to complete the Additional Public Improvements in accordance with this Agreement, or to correct any defect or deficiency in the Additional Public Improvements as required by Subsection 4D2 of

this Agreement, the Village may, in its discretion, draw on and retain all or any of the funds remaining in the Performance Security or the Guaranty Bond. The Village thereafter shall have the right to exercise its rights under Subsection 4K of this Agreement, to take any other action it deems reasonable and appropriate to mitigate the effects of such failure or refusal, and to reimburse itself from the Performance Security or the Guaranty Bond for all of its costs and expenses, including legal fees and administrative expenses, resulting from or incurred as a result of such Event of Default. If the funds remaining in the Performance Security or the Guaranty Bond are insufficient to repay fully the Village for all such costs and expenses, and to maintain security equal to the required Guaranty Bond during the entire time such Guaranty Bond should have been maintained by the Developer, then the Developer shall, upon demand of the Village therefore, immediately deposit with the Village such additional funds as the Village determines are necessary to fully repay such costs and expenses and to establish such security. After (1) completion of the Developer's obligations to construct and complete the Additional Public Improvements pursuant to and in accordance with this Agreement, (2) correction of all defects and deficiencies in the Additional Public Improvements as required by Subsection 4D2 of this Agreement, (3) payment of all amounts demanded by the Village pursuant to Section 6 of this Agreement, (4) compliance with all other terms of this Agreement, and (5) reimbursement of the Village for all fees and all costs and expenses, including reasonable legal fees and administrative expenses, incurred by the Village, then the Village shall release to the Developer any remaining proceeds on deposit with the Village from the Guaranty Bond.

G. Village Lien Rights. If any money, property or other consideration due from the Developer to the Village pursuant to this Agreement is not either recovered from the performance security deposits required in this Section 5 or paid or conveyed to the Village by the Developer within fourteen (14) days after a demand for such payment or conveyance, then such money, or the Village's reasonable estimate of the value of such property or other consideration, together with interest and costs of collection, including legal fees and administrative expenses, shall become a lien upon all portions of the Property in which the Developer retains any legal, equitable or contractual interest, and the Village shall have the right to collect such amount or value, with interest and costs, including legal fees and administrative expenses, and the right to enforce such lien in the same manner as in statutory mortgage foreclosure proceedings. Such lien shall be subordinate to any first mortgage now or hereafter placed upon the Subject Property; provided, however, that such subordination shall apply only to charges that have become due and payable prior to a sale or transfer of the Property pursuant to a decree of foreclosure or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve the Property from liability for any charges thereafter becoming due, nor from the lien of any subsequent charge. The provisions of this Section 5G shall become effective only from and after the date the Developer acquires the property, as confirmed by its delivery to the Village of the Acquisition Notice.

Section 6. Payment of Fees, Costs, and Donations; Certain Improvements.

A. General Requirements. In addition to any other costs, payments, fees, charges, contributions or dedications required by this Agreement, the Developer shall pay to the Village, as and when due, all application, inspection, water usage and meter fees, water and sewer service general and special connection and tap on fees, and building permit fees required to be paid by the Village Code as a result of the construction of the Project. The Village shall not increase any such fee as it applies to the Property unless that increase is consistent with the provisions of this Agreement and generally applicable to property throughout the Village.

B. Park Donation. In fulfillment of the Developer's obligations under Section 11-1-12 (G) of the Hinsdale Village Code, (1) the Developer shall include the two private park areas on the Property for park purposes as shown on the Final Landscape Plans, and (2) Owner has previously paid a cash donation to the Village of \$720,000.

C. Special Requirements. In addition to any other costs, payments, fees, charges, contributions, or dedications required by this Agreement or by applicable Village codes, ordinances, resolutions, rules or regulations, the Developer shall pay to the Village, within seven (7) days following receipt of a written invoice therefor, all reasonable legal, engineering, and other outside consulting and administrative fees, costs and expenses, excluding any staff time, incurred or accrued in connection with the review and processing of plans for the development of the Property and in connection with the negotiation, preparation, consideration, and review of this Agreement. Payment of all reasonable fees, costs, and expenses, for which demand has been made but for which payment has not been received by the Village prior to execution of this Agreement, shall be made by a certified or cashier's check as a condition precedent to the execution of this Agreement by the Village President. Further, the Developer agrees that it will continue to be liable for and to pay, within seven (7) days following receipt of a written invoice therefor, any reasonable fees costs, and expenses incurred in connection with any applications, documents, or proposals, whether formal or informal, of whatever kind submitted by it in connection with the development of the Property. Further the Developer agrees that it shall be liable for and will pay on demand all costs incurred by the Village for zoning approvals, including hearings costs and costs of publications and recordings, required in connection with the aforesaid matters. Notwithstanding any other provision of this Agreement, payment of all reasonable fees, costs and expenses shall be a condition precedent to each and every obligation of the Village under this Agreement.

D. No Other Contributions or Donations. Except as otherwise provided for in this Agreement, the Village shall not require the Developer to pay any fees or to donate any land or money or make any other contributions or donations to the Village or any other unit of local government as a result of the subdivision or development of the Property or the construction of the Project on the Property.

E. No Recapture Obligations. The Village represents and warrants to the Developer that no recapture fees for off-site sanitary sewer, water or stormwater management improvements, or off-site roadway or traffic signalization improvements shall be due as a result of the subdivision or development of the Property or the construction of dwelling units on the Property.

F. PCBMP Fee In Lieu Payment. The Developer shall remit the PCBMP Fee In Lieu Payment in the amount of \$116,245 prior to the Village issuance of the Stormwater Management Certification. In accordance with the provisions of the DuPage County PCBMP fee-in-lieu program, this fee amount is based on the actual impervious coverage being added on the property, and excludes the impervious coverage for the previously-installed Existing Public Improvements or the existing detention pond.

Section 7. Declaration of Covenants, Restrictions, and Easements. The Developer has prepared, and the Village has reviewed and approved, a Declaration of Covenants, Restrictions, and Easements providing for, among other things, establishment of the Hinsdale Meadows Homeowners' Association, and the obligations of the homeowners and the homeowners' association for maintenance of the Property. Said Declaration shall be recorded against the Property. The Developer acknowledges and agrees that Article VIII., Section 18, Article IX., Sections 18, 20 and 21, and Article XII., Sections 26 and 27 of the Declaration of Covenants, Restrictions, and Easements may not be amended without the prior approval of the Village, and this provision shall survive termination of this Agreement. All other Sections of the Declaration of Covenants, Restrictions and Easements are subject to possible future amendments pursuant to the procedures set forth therein and in conformance with Illinois law.

Section 8. Model Homes, Sales Offices, and Marketing Signage

- A. Model Homes. The Developer may construct and maintain on the Property model homes and appurtenant facilities for each type of housing product being constructed for purposes of marketing the dwelling units intended to be sold to the public. Each model home site may contain a model of each of the floor plans of the housing type that is being offered for sale and temporary fencing, lighting, signage, parking lots and promotional structures.
- B. Sales Offices. Throughout the course of development of the Property, the Developer may construct and maintain sales offices on the Property or use the existing home on Lot 1 or any model units as its sales offices.
- C. Marketing Signage. Marketing signage shall be permitted on the Property, which may, to the extent consistent with the Village's sign regulations, include two-sided signs near the entrances to the Property

along 55th Street and County Line Road, and on Lot 1 or other lot used on the site for a Sales Office, the location of which could change during the construction period. The Developer's marketing signage design is attached as Exhibit L to this Agreement and is hereby approved.

Section 9. Liability and Indemnity of Village.

A. No Liability for Village Review. The Developer acknowledges and agrees: (1) that the Village is not, and shall not be, in any way liable for any violations of restrictive covenants applicable to the Property that may occur, or for any damages or injuries that may be sustained, as the result of the Village's review and approval of any plans for the Property or the Improvements, or as a result of the issuance of any approvals, permits, certificates, or acceptances for the development or use of any portion of the Property or the Improvements and (2) that the Village's review and approval of any plans and the issuance of any approvals, permits, certificates, or acceptances does not, and shall not, in any way be deemed to insure the Developer, or any of its successors, assigns, tenants, or licensees, or any third party, against restrictive covenant violations or damage or injury of any kind at any time.

B. Indemnification. The Developer agrees to, and does hereby, hold harmless and indemnify the Village, and all of its elected and appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from any and all claims that may be asserted at any time against any of the parties in connection with: (1) the Village's review and approval of any plans for the Property or the Improvements, (2) the issuance of any approval, permit, certificate, or acceptance for the Property or the Improvements, (3) the development, construction, maintenance, or use of any portion of the Property or the Improvements, (4) the violation of any restrictive covenant applicable to the Property, and (5) the performance by the Developer of its obligations under this Agreement and the Approved Ordinance.

C. Defense Expenses. The Developer shall, and does hereby agree to pay all expenses, including reasonable legal fees and administrative expenses, incurred by the Village in defending itself with regard to any and all of the claims referenced in Subsections 9A and 9B above.

D. Insurance. The Developer shall maintain insurance in the coverages and coverage amount, and pursuant to the other requirements set forth in Exhibit N attached hereto and made a part hereof.

Section 10. Nature, Survival, and Transfer of Obligations. All rights and obligations of the Developer under this Agreement shall be binding on and inure to the benefit of the Developer's successors and assigns (other than the homeowners association the Developer establishes for the Project), and upon any and all future owners of record of all or any portion of the Property (other than an owner of an individual dwelling unit or lot within the Property and the aforesaid homeowners association). The Developer further agrees that, from and after the date the Village receives the Acquisition Notice, the Village shall have the right to record a lien

against the Property in accordance with Section 5(G) of this Agreement and the right to foreclose such lien in order to recover costs the Village has incurred, together with interest and costs of collection, including reasonable attorney fees, as a result of a Developer Event of Default (as hereinafter defined). To assure that all such successors and assigns and successor owners have notice of this Agreement and the obligations created by it, the Developer shall:

1. Notify the Village in writing at least 15 days prior to any date on which the Developer transfers any legal or beneficial interest in any portion of the Property, other than with respect to: (a) the transfer of an individual dwelling unit or improved lot within the Property, to any party not a party to this Agreement; and (b) the transfer of any common area within the Project to the aforesaid homeowners association; and
2. Incorporate, by reference, this Agreement into any and all real estate sales contracts entered into for the sale of all or any portion of the Property, other than with respect to the transfer of an individual dwelling unit or improved lot within the Property, to any party not a party to this Agreement; and
3. Require, prior to the transfer of all or any portion of the Property, or any legal or equitable interest therein, except with respect to an individual dwelling unit or improved lot within the Property, to any party not a party to this Agreement, the transferee of any portion of the Property to execute an enforceable written agreement, in substantially the form attached hereto as **Exhibit M**, agreeing to be bound by the provisions of this Agreement, and to provide the Village, on request, with reasonable assurance of the financial ability of the transferee to meet those obligations as the Village may require.

The Village agrees that: (i) the foregoing provisions shall not apply to a transfer of any legal or beneficial interest in any portion of the Property from the Developer to an entity which includes membership of the principals of the Developer (the "Related Entity"), and for which the Managing Member of such entity is controlled by the principals of the Developer; and (ii) upon a successor becoming bound to the Developer's obligation created herein in the manner provided herein and providing the financial assurances as reasonably requested by the Village, if any, the liability of the Developer shall be released to the extent of the transferee's assumption of such liability.

Section 11. No Implied Waiver of Village Rights. The Village shall be under no obligation to exercise rights granted to it in this Agreement except as it shall determine to be in its best interest from time to time. Except to the extent embodied in a duly authorized and written waiver of the Village, no failure to exercise at any time any right granted herein to the Village shall be construed as a waiver of that or any other right.

Section 12. Time of Essence. Time is of the essence in the performance of all terms and provisions of this Agreement.

Section 13 Term. This Agreement shall be in full force and effect from and after the date of its execution for a period of 10 years; provided, however, that this Agreement shall be of no force or effect unless and until the Developer shall have first deposited with the Village Manager the Performance Security required pursuant to Subsection 5A of this Agreement. This Agreement may be terminated prior to the end of its Term by mutual consent of the Parties. The Village and the Developer shall execute a release of this Agreement and of each other, in a mutually acceptable recordable form, at the end of the Term of this Agreement or if this Agreement is terminated prior to the end of the Term by mutual consent. Upon recordation of this Agreement, it shall run with and bind the Property for its Term, and shall inure to the benefit of and be enforceable by the Developer and the Village, and any of their respective legal representatives, successors and assigns. Upon expiration of the Term, if requested by the Developer, the Village shall execute a release of this Agreement in recordable form, which obligation shall survive the expiration of the Term. In conjunction with the recordation of this Agreement, the Village shall execute and record a release of that certain previously-executed development agreement for the Property dated March 31, 2005.

Section 14. Notices. All notices and other communications in connection with this Agreement shall be in writing and shall be deemed delivered to the addressee thereof (1) when delivered in person on a business day at the address set forth below, or (2) on the third business day after being deposited in any main or branch United States post office, for delivery by properly addressed, postage prepaid, certified or registered mail, return receipt requested, at the address set forth below, or (3) by facsimile transmission, when transmitted to the facsimile telephone number set forth below, when actually received and when accompanied by mailing as provided in phrase (2) of this Section above.

Notices and communications to the Developer shall be addressed to, and delivered at, the following addresses:

Edward R. James Partners, LLC
2550 Waukegan Road, Suite 220
Glenview, Illinois 60025
Attention: Jerry S. James
Fax: (847)724-8155

with a copy to:
Meltzer, Purtill & Stelle LLC
1515 E. Woodfield Road, Suite 250
Schaumburg, Illinois 60173
Attention: Harold W. Francke
Fax: (847) 330-1231

Notices and communications to the Village shall be addressed to and delivered at, these addresses:

Village of Hinsdale
19 Chicago Avenue
Hinsdale, Illinois 60521

with a copy to:
Klein, Thorpe & Jenkins
20 North Wacker Drive, Suite 1660
Chicago IL 60606-2903

Attention: Village Manager
Fax: (630) 789-7015

Attention: Michael A. Marrs
Fax: (312) 984-6444

By notice complying with the requirements of this Section 13, each Party shall have the right to change the address or addressee, or both, for all future notices and communications to such Party.

Section 15. Enforcement and Remedies.

A. Enforcement. The Parties may enforce or compel the performance of this Agreement, in law or in equity, by suit, action, mandamus, or any other proceeding, including without limitation specific performance; provided, however, that the Developer agrees that it will not seek, and does not have the right to seek, to recover a judgment for monetary damages against the Village or any elected or appointed officials, officers, employees, agents, representatives, engineers, or attorneys thereof, on account of the negotiation, execution, or breach of any of the terms and conditions of this Agreement except for damages actually incurred by the Developer as a result of a breach by the Village of this Agreement.

In addition to every other remedy permitted by law for the enforcement of the terms of this Agreement, the Village shall be entitled to withhold the issuance of building permits for any and all buildings and structures to be constructed within the Project at any time a Developer Event of Default has occurred hereunder. In the event of a judicial proceeding brought by one Party to this Agreement against the other Party for enforcement or for breach of any provision of this Agreement, the prevailing Party in any such judicial proceeding shall be entitled to reimbursement from the unsuccessful Party of all costs and expenses, including reasonable attorneys' fees, incurred in connection with the prosecution or defense of such judicial proceeding.

B. Remedies. In the event of a breach of this Agreement, the Parties agree that the Party alleged to be in breach shall have, unless specifically provided otherwise by any other provision of this Agreement, thirty (30) days after notice of any breach delivered in accordance with Section 14 of this Agreement to correct the same prior to the non-breaching Party's pursuit of any remedy provided for in this Section 15; provided, however, that the thirty (30) day period shall be extended, but only (1) if the alleged breach is not reasonably susceptible to being cured within the thirty (30) day period, and (2) if the defaulting Party has promptly initiated the cure of the breach, and (3) if the defaulting Party diligently and continuously pursues the cure of the breach until its completion. If any Party shall fail to perform any of its obligations under this Agreement, and if the Party affected by the default shall have given written notice of the default to the defaulting Party, and if the defaulting Party shall have failed to cure the default as provided in this Subsection B (an "Event of Default"), then, in addition to any and all other remedies that may be available, either in law or equity, the Party affected by the Event of Default shall have the right (but not the obligation) to take any action as in its discretion and judgment shall be necessary to cure the breach that gave rise to such

Event of Default. In any event, the defaulting Party hereby agrees to pay and reimburse the Party affected by the breach all costs and expenses reasonably incurred by it in connection with action taken to cure the breach.

Section 16. Amendments and Waiver. No modification, addition, deletion, revision, alteration, or other change to this Agreement shall be effective unless and until the change is reduced to writing and executed and delivered by the Parties. No term or condition of this Agreement shall be deemed waived by any Party unless the term or condition to be waived, the circumstances giving rise to the waiver and, where applicable, the conditions and limitations on the waiver are set forth specifically in a duly authorized and written waiver of such Party. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition of this Agreement, nor shall waiver of any breach be deemed to constitute a waiver of any subsequent breach whether of the same or different provisions of this Agreement.

Section 17. Authority to Execute. The Parties hereby acknowledge and agree that all required notices, meetings, and hearings have been properly given and held by the Village with respect to the approval of this Agreement and agree not to challenge the legality or enforceability of this Agreement or any of the obligations created by it on the grounds of any procedural or substantive infirmity or any denial of any procedural or substantive right. The Village hereby warrants and represents to the Developer that the persons executing this Agreement on its behalf have been properly authorized to do so by the Corporate Authorities. The Developer represents that: (1) the Developer has the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth herein, (2) all legal actions needed to authorize the Developer's execution, delivery, and performance of this Agreement have been taken, and (3) neither the execution of this Agreement nor the performance of the obligations assumed by the Developer hereunder will (i) result in a breach or default under any agreement to which the Developer is a party or to which the Developer or the Property is bound or (ii) to the Developer's knowledge, violate any statute, law, restriction, court order or agreement to which the Developer or the Property is subject.

Section 18. No Third Party Beneficiaries. No claim as a third party beneficiary under this Agreement by any person, firm, or corporation shall be made, or be valid, against any Party.

Section 19. Entire Agreement. This Agreement shall constitute the entire agreement of the Parties relative to the development of the Property and the construction of the Project, all prior agreements (including, but not limited to, that certain previously-executed development agreement for the Property dated March 31, 2005), communications and understandings of and between the Parties, whether written or oral, being expressly merged into and superseded by this Agreement.

Section 20. Assignment. Upon providing notice to the Village, the Developer may assign this Agreement to a Related Entity, as defined in Section 10 of this Agreement, without the prior written consent of the Village. The Developer shall not assign or transfer the Developer's interest in this Agreement to any other non-affiliated entity without the prior written consent of the Village, which consent may be withheld in the Village's sole discretion, and provided further, that the Developer shall not be released from its obligations hereunder as a result of such assignment unless expressly released by the Village. In the event the Village shall consent to an assignment, the Developer shall deliver to the Village a copy of the fully-executed assignment and assumption by the Developer, as assignor, and the assignee within five (5) business days of the closing on the assignment.

Section 21. Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois. The Parties agree that for the purpose of any litigation or proceeding brought with regard to this Agreement and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois. The Village and Developer agree to submit to the jurisdiction of such court for the purpose of any such litigation or proceeding.

Section 22. Severability. If any of the provisions of this Agreement, or the application thereof to any person or circumstance, shall be invalid or unenforceable to any extent, the remainder of the provisions of this Agreement shall not be affected thereby, and every other provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Section 23. Exhibits. The following Exhibits A through and including M attached to this Agreement are by this reference incorporated herein and made a part hereof:

- Exhibit A Legal Description of the Property
- Exhibit B Final Plat of Subdivision
- Exhibit C Final Site Plan, Final Engineering Plans, and Final Landscaping Plans, and Schematic Building Elevations and Floor Plans
- Exhibit D Approved Exceptions to and Waivers from the Hinsdale Zoning Ordinance, Subdivision Ordinance, Building Codes, Village Engineering Standards, and the DuPage County Stormwater Ordinance
- Exhibit E Existing Public Improvements and Additional Public Improvements (collectively, the "Public Improvements")
- Exhibit F KLM Park Improvements Approval Documents
- Exhibit G Exceptions to and Waivers from Section 11-1-13 of Village Code
- Exhibit H Approved Cost Estimate for Additional Public Improvements
- Exhibit I Form of Performance and Payment Bond
- Exhibit J Form of Guaranty Bond
- Exhibit K Schedule for Completion of Improvements
- Exhibit L Approved Marketing Signage
- Exhibit M Transferee Assumption Agreement
- Exhibit N Insurance Requirements

[signatures appear on next page]

IN WITNESS WHEREOF, the Parties have hereunto set their hands as of the dates set forth below their respective signatures, to be effective as of the Effective Date.

VILLAGE OF HINSDALE, an Illinois municipal corporation

By: _____
Thomas K. Cauley, Jr.
Village President

Date: _____

ATTEST:

By: _____
Christine Bruton
Village Clerk

EDWARD R. JAMES PARTNERS, LLC, an Illinois limited liability company

By: _____
Jerry S. James, Managing Member

Date: _____

ACKNOWLEDGEMENTS

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

The foregoing instrument was acknowledged before me on _____, 2017, by Thomas K. Cauley, Jr., the Village President of the VILLAGE OF HINSDALE, an Illinois municipal corporation, and by Christine Bruton, the Village Clerk of said municipal corporation.

Signature of Notary

SEAL

My Commission expires: _____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me on _____, 2017, by Jerry S. James, the Managing Member of EDWARD R. JAMES PARTNERS, LLC, which individual is known to me to be the same person who signed the foregoing instrument as such Managing Member of said limited liability company for and on behalf of said limited liability company, and that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said company, for the uses and purposes therein mentioned.

Signature of Notary

SEAL

My Commission expires: _____

TABLE OF EXHIBITS

Exhibit A	Legal Description of the Property
Exhibit B	Final Plat of Subdivision
Exhibit C	Final Site Plan, Final Engineering Plans, and Final Landscaping Plans, and Schematic Building Elevations and Floor Plans
Exhibit D	Approved Exceptions to and Waivers from the Hinsdale Zoning Ordinance, Subdivision Ordinance, Building Codes, Village Engineering Standards, and the DuPage County Stormwater Ordinance
Exhibit E	Existing Public Improvements and Additional Public Improvements, (collectively, the “Public Improvements”)
Exhibit F	KLM Park Improvement Approval Documents
Exhibit G	Exceptions to and Waivers from Section 11-1-13 of Village Code
Exhibit H	Approved Cost Estimate for Additional Public Improvements Work
Exhibit I	Form of Performance and Payment Bond
Exhibit J	Form of Guaranty Bond
Exhibit K	Schedule for Completion of Improvements
Exhibit L	Approved Marketing Signage
Exhibit M	Transferee Assumption Agreement
Exhibit N	Insurance Requirements

EXHIBIT A

Legal Description of the Property

LOTS 1 THROUGH 36 AND LOTS A, B AND C AND HANNAH LANE AND BARTON LANE IN SEDGWICK SUBDIVISION, BEING A SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED JUNE 28, 2005 AS DOCUMENT 0517927124, IN COOK COUNTY, ILLINOIS.

EXHIBIT B

Final Plat of Subdivision

[INSERT FINAL PLAT OF SUBDIVISION]

EXHIBIT C

Final Site Plan, Final Engineering Plans, and Final
Landscaping Plans, and Schematic Building
Elevations and Floor Plans

INSERT Final Site Plan, Final Engineering Plans,
and Final Landscaping Plans, and
Schematic Building Elevations and Floor
Plans]

EXHIBIT D

Approved Exceptions to and Waivers from the Hinsdale Zoning Ordinance, Subdivision Ordinance, Building Codes, Village Engineering Standards, and the DuPage County Stormwater Ordinance

Those waivers listed in the Table of Compliance, to the extent shown therein, for minimum lot area, minimum lot width, building height, building elevation, front yard setback, combination side yard setback, rear yard setback, maximum floor area ratio, and maximum building coverage.

Building Code waiver to allow the use of open-web floor and roof trusses in conjunction with interior fire sprinkler systems in lieu of dimensional lumber.

Subdivision Code waiver to allow for retention of the existing 4 foot wide sidewalks, but providing that a minimum 5 foot wide pavement section be provided either within the sidewalk area or the driveway areas of the homes, at a minimum maximum distance of no more than 200 feet between such 5 foot wide areas.

Village Engineering Standards waiver from pavement structure requirements of detail 32 of the Village of Hinsdale Engineering Standards, to allow for the retention of the base course of the existing roadway already installed.

Village Engineering Standards waiver from Section 303.03, Items 3 and 6 of the Village of Hinsdale Engineering Standards to provide that no subsurface level spreader be provided for sump pump discharge flow, but instead to allow discharge directly into the on-site storm sewers installed by the Developer as part of the storm water management design for the Property.

Exceptions to and Waivers from Section 11-1-13 of the Village Code listed in Exhibit G

EXHIBIT E

Existing Public Improvements and Additional Public Improvements, (collectively, the “Public Improvements”)

With the exception of the KLM Park Improvements, all of the public improvements listed below and shown on the As-Built Plans are considered Existing Public Improvements for purposes of this Agreement. The adjustments, modifications, connections, additions and repairs to be made to the Existing Public Improvements as outlined in this Agreement and in accordance with the Final Engineering Plans and Final Landscape Plans are referred to in this Agreement as the Additional Public Improvements. The KLM Park Improvements shall also be considered an Additional Public Improvement.

- A. Streets
- B. Street Lights
- C. Curbs and Gutters
- D. Sidewalks
- E. Storm Sewers
- F. Sanitary Sewers
- G. Water Mains
- H. Parkway Trees
- I. KLM Park Improvements (Additional Public Improvement in Katherine Legge Memorial Park, not an Existing Public Improvement)

EXHIBIT F

KLM Park Improvement Approval Documents

[INSERT KLM Site Improvement Plans and the KLM
Park Improvements Plan**]**

EXHIBIT G

Exceptions to and Waivers from Section 11-1-13 of the Village Code

1. To allow for retention and transplanting of existing tree species currently located in the parkways on the Property even though they are not on the Village's current approved species list, including, but not limited to, Kentucky Coffee Tree, Bradford Pear, Homestead Elm, Red Maple, and Honey Locust, as and to the extent set forth on the Final Landscape Plans.
2. To allow for a deviation from the plant spacing guidelines so as to permit the retention and transplanting of existing parkway trees, causing an increase in the number of parkway trees which are closer together than the forty (40) foot spacing requirement otherwise required, in the manner depicted on the Final Landscape Plans.
3. To allow for a deviation from the plant spacing guidelines so as to permit the planting of trees within the existing Hannah Lane cul-de-sac parkway, which is less than six (6) feet wide, in the manner depicted on the Final Landscape Plans.

EXHIBIT H

**Approved Cost Estimate for Additional Public
Improvements Work**

[INSERT Spaceco EOPC]

EXHIBIT I

Form of Performance and Payment Bond

VILLAGE OF HINSDALE
HINSDALE MEADOWS SUBDIVISION PERFORMANCE AND PAYMENT BOND

BOND # _____

KNOW ALL MEN BY THESE PRESENTS: that _____, as Principal, hereinafter called Contractor, and _____, as Surety, a _____ corporation organized and existing under the laws of the State of _____, hereinafter called Surety, are held and firmly bound unto the Village of Hinsdale, 19 East Chicago Avenue, Hinsdale, Illinois 60521, as Obligee, hereinafter called Owner, in the full and just sum of _____ - **and 00/100 Dollars (\$_____ .00)**, for the payment of which sum of money well and truly to be made, Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, said amount to include payment of actual costs and damages and for attorneys' fees, architectural fees, design fees, engineering fees, accounting fees, testing fees, consulting fees, administrative costs, court costs, interest and any other fees and expenses resulting from or incurred by the Village by reason of Contractor's failure to promptly and faithfully perform its contract with Owner, said contract being more fully described below, and to include attorneys' fees, court costs and administrative and other expenses necessarily paid or incurred by the Village in successfully enforcing performance of the obligation of Surety under this bond.

WHEREAS, Contractor has entered into a written agreement dated _____, **2017**, entitled " Development Agreement By and Between _____, and the Village of Hinsdale, an Illinois municipal corporation" ("**Contract**"), by and pursuant to which Contractor has assumed the obligation to construct and install certain improvements as required by that Contract for the development of the Hinsdale Meadows Subdivision, the terms and conditions of which Contract are by this reference incorporated herein as though fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if Contractor shall well, truly and promptly perform all the undertakings, covenants, terms, conditions and agreements of said Contractor under the Contract relating to the construction of the improvements described therein, including, but not limited to, Contractor's obligations under the Contract: (1) to provide, perform and complete at the Property and in the manner specified in the Contract all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary for the construction, installation and completion of the improvements required in the Contract; (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith; (3) to pay all applicable federal, state and local taxes; (4) to do all other things required of Contractor by the Contract; and (5) to provide, perform and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by and pursuant to, the Contract; all of which is herein referred to as the "Work," whether or not any of said Work enter into and become component parts of the improvement contemplated, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances on the part of either Owner or Contractor to the other in or to the terms of said Contract; in or to the schedules, plans, drawings or specifications; in or to the method or manner of performance of the Work; or in or to Owner-furnished facilities, equipment, material, service or sites; shall in any way release Contractor and Surety or either or any of them, or any of their heirs, executors, administrators, successors or assigns or affect the obligations of Surety on this bond, all notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extensions of time or forbearances, and notice of any and all defaults by Contractor being hereby waived by Surety.

Notwithstanding anything to the contrary in the foregoing paragraph, in no event shall the obligations of Surety under this bond in the event of Contractor's default be greater than the obligations of Contractor under the Contract in the absence of such Contractor default.

In the event of a default or defaults by Contractor, Owner shall have the right to take over and complete the Contract upon 30 calendar days' written notice to Surety, in which event Surety shall pay Owner all costs incurred by Owner in taking over and completing the Contract.

At its option, Owner may instead request that Surety take over and complete the Contract, in which event Surety shall take reasonable steps to proceed promptly with completion no later than 30 calendar days from the date on which Owner notifies Surety that Owner wants Surety to take over and complete the Contract.

Owner shall have no obligation to actually incur any expense or correct any deficient performance of Contractor in order to be entitled to receive the proceeds of this bond.

No right of action shall accrue on this bond to or for the use of any person or corporation other than Owner or the heirs, executors, administrators or successors of Owner.

Signed and sealed this ____ day of _____, 2017.

Attest/Witness:

By:

Title:

Attest/Witness:

By:

Title:

PRINCIPAL:

By:

Title:

SURETY:

By:

Title:

Telephone:

EXHIBIT J

Form of Guaranty Bond

THE VILLAGE OF HINSDALE

HINSDALE MEADOWS PLANNED DEVELOPMENT

GUARANTY BOND FOR ADDITIONAL PUBLIC IMPROVEMENTS WORK

KNOW ALL PERSONS BY THESE PRESENTS that ***[FULL NAME AND ADDRESS OF CONTRACTOR]***, as Principal, hereinafter called Contractor, and ***[FULL NAME AND ADDRESS OF SURETY]***, as Surety, a corporation organized and existing under the laws of the State of ***[INCORPORATION]***, hereinafter called Surety, are held and firmly bound unto the **VILLAGE OF HINSDALE**, 19 E. Chicago Avenue, Hinsdale, Illinois 60521, as Obligee, hereinafter called Owner, in the full and just sum of ***[REQUIRED AMOUNT]*** Dollars (***[\$REQUIRED AMOUNT]***), for the payment of which sum of money well and truly to be made, Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, said amount to include payment of actual costs and damages and for attorneys' fees, design fees, engineering fees, accounting fees, testing fees, consulting fees, administrative costs, court costs, interest and any other fees and expenses resulting from or incurred by Owner by reason of Contractor's failure to promptly and faithfully perform its contract with _____ for the construction of the Additional Public Improvements Work at the Hinsdale Meadows Planned Development, hereinafter called the "Development", described on Exhibit "A" attached hereto and made a part hereof, hereinafter called the "Additional Public Improvements Work", and to include attorney's fees, court costs and administrative and other expenses necessarily paid or incurred in successfully enforcing performance of the obligation of Surety under this bond.

WHEREAS, the Additional Public Improvements Work has been undertaken and completed pursuant to that certain Development Agreement for the Development which has been entered into by Edward R. James Partners, LLC, as Developer, hereinafter called "Developer", and Owner and dated November __, 2017, hereinafter called the "Development Agreement"; and

WHEREAS, pursuant to Section 4, Paragraph D(2) of the Development Agreement, Developer has guaranteed that the Additional Public Improvements Work and all of its components shall be free from defects and deficiencies in workmanship and materials; shall strictly conform to the requirements of the Development Agreement; and shall be fit, sufficient and suitable for the purposes expressed in, or reasonably inferred from, the Development Agreement, hereinafter called the "Improvements Guaranty"; and

WHEREAS, pursuant to the Development Agreement, Developer has agreed to promptly and without charge, correct, or cause to be corrected, any failure to fulfill the Improvements Guaranty that may be discovered or develop at any time within one year following the Owner's acceptance of the Additional Public Improvements Work, which period of time is hereafter called the "Guaranty Period", which Improvements Guaranty shall be extended automatically to cover all repaired and replacement parts and labor provided or performed under the Improvements Guaranty for a period of three months following the date of such repair or replacement.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if Contractor shall well, truly and promptly perform all the Developer's undertakings, covenants, terms, conditions and agreements under the Development Agreement relating to the Improvements Guaranty during the term of the Guaranty Period, or any extension thereof, including, but not limited to, Contractor's obligations in connection with the Improvements Guaranty: (1) to provide, perform and complete at the Development and in the manner specified in the Development Agreement all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary for fulfilling the Improvements Guaranty during the Guaranty Period, or any extension thereof; (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith; (3) to pay all applicable federal, state and local taxes relating thereto; (4) to do all other things required of Developer by the Development Agreement in connection with the Improvements Guaranty during the Guaranty Period, or any extension thereof; and (5) to provide, perform and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by and pursuant to, the Development Agreement, hereinafter collectively called the "Guaranty Work", whether or not any of said Guaranty Work enters into and becomes a component part of the Additional Public Improvements Work, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances on the part of either Owner or Developer to the other in or to the terms of the Development Agreement during the Guaranty Period, or any extension thereof; in or to any schedules, plans, drawings or specifications related to the Improvements Guaranty; in or to the method or manner of performance of the Guaranty Work; or in or to Owner-furnished facilities, equipment, material, service or sites; shall in any way release Contractor and Surety or either or any of them, or any of their successors or assigns or affect the obligations of Surety on this bond, all notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extensions of time or forbearances on the part of either Owner or Developer, and notice of any and all defaults by Contractor, being hereby waived by Surety.

Notwithstanding anything to the contrary in the foregoing paragraph, in no event shall the obligations of Surety under this bond in the event of Contractor's default be greater than the obligations of Developer under the Development Agreement in the absence of such Contractor default.

In the event of a default or defaults by Contractor to fulfill the Improvements Guaranty at any time during the Guaranty Period, or any extension thereof, Owner shall have the right to take over and complete all or any portion of the Guaranty Work necessary to fulfill the Improvements Guaranty, at any time upon 30 calendar days' written notice to Surety, in which event Surety shall pay Owner all costs incurred by Owner in taking over and completing such Guaranty Work.

At its option, Owner may instead request that Surety take over and complete the Guaranty Work necessary to fulfill the Improvements Guaranty at any time during the Guaranty Period, or any extension thereof, in which event Surety shall take all reasonable and necessary steps to proceed promptly with completion no later than 30 calendar days from the date on which Owner notifies Surety that Owner wants Surety to take over and complete any such Guaranty Work.

Owner shall have no obligation to actually incur any expense or correct any deficient performance of Contractor in order to be entitled to receive the proceeds of this bond.

No right of action shall accrue on this bond to or for the use of any person or corporation other than Owner.

Signed and sealed this ____ day of _____, 20__.

PRINCIPAL: ***[NAME OF CONTRACTOR]***

By: _____
[NAME OF CONTRACTOR'S EXECUTING OFFICER]

Title: _____
[TITLE OF CONTRACTOR'S EXECUTING OFFICER]

Attest/Witness:

By: _____

Title: _____

SURETY: ***[NAME OF SURETY]***

By: _____
[NAME OF SURETY'S EXECUTING OFFICER]

Title: _____
[TITLE OF SURETY'S EXECUTING OFFICER]

Telephone: _____

Attest/Witness:

By: _____

Title: _____

EXHIBIT K

Schedule for Completion of Improvements

Phase 1 Work – Initial Items:

Televising Underground Utilities and Village punch list
Install Construction Fence and Silt Fence
Staking
Tree Clearing/Tree Transplanting/Root Pruning
Rework Underground Utilities
Grading
Installation of Valve and Valve Vault in KLM Park

Phase 1 work is to be completed within one year of closing on the Property. Construction activities for dwelling units may proceed at any time during the completion of the Phase 1 work provided that the lot is pad-ready. The Village shall issue building permits for such pad-ready lots in accordance with its approval process.

Phase 2 Work – Ongoing Items installed in conjunction with the individual lots serviced by such Public Improvement:

Rework/repair sidewalk for the lot
Rework/repair curbs & gutter, if needed for the lot frontage
Parkway trees for the lot

Phase 2 work is to be completed in conjunction with the home construction work for any lot under construction.

Phase 3 Work – KLM Park Improvements:

Complete KLM Park Improvements in accordance with the timing shown in the KLM Park Improvements Plan in Exhibit F. As outlined in Exhibit F, the work cannot commence until enough dirt has been generated from home excavations. The regrading and initial seeding work is to be completed within 45 days of starting the work, weather permitting. Upon completion of the regrading and initial seeding work, the grass grow-in period outlined in Exhibit F will be enforced by the Village prior to any use of the fields for lacrosse purposes.

Phase 4 Work – Completion and Village Acceptance Phase:

Streets

- a. Mill Binder
- b. Proof Roll Base Course and Make Base Course Repairs as necessary
- c. Replace Binder

d. Final Surface

e. Village Final Review, Punch List Completion and Acceptance

Street Lights - Village Final Review, Punch List Completion and Acceptance

Curbs and Gutters - Village Final Review, Punch List Completion and Acceptance

Sidewalks - Village Final Review, Punch List Completion and Acceptance

Storm Sewers - Village Final Review, Punch List Completion and Acceptance

Sanitary Sewers - Village Final Review, Punch List Completion and Acceptance

Water Mains - Village Final Review, Punch List Completion and Acceptance

Parkway Trees - Village Final Review, Punch List Completion and Acceptance

Phase 4 work is to be completed as reasonably determined by the Village and Developer, and in accordance with the provisions of Sections 4C5 and 4C6 of this Agreement. In no event shall the Village be obligated to perform its final review and acceptance procedures prior to 90% of the homes having been issued a certificate of occupancy.

EXHIBIT L

Approved Marketing Signage

[INSERT MARKETING SIGNAGE DOCUMENTS]

EXHIBIT M

TRANSFeree ASSUMPTION AGREEMENT

THIS AGREEMENT, made as of this _____ day of _____, 20__, by, between and among [OWNER] ("**Owner**"), [TRANSFeree] ("**Transferee**") and the Village of Hinsdale, Illinois, an Illinois municipal corporation ("**Village**").

WITNESSETH:

WHEREAS, pursuant to that certain real estate sale contract dated _____ 20__, the Transferee agreed to purchase from the Owner certain real property situated in Cook County, Illinois and legally described in **Exhibit A** attached hereto and by this reference incorporated herein and made a part hereof ("**Property**"); and

WHEREAS, following the conveyance of the Property by the Owner, the Transferee will be the legal owner of the Property; and

WHEREAS, as a condition to the conveyance of the Property by the Owner, the Owner and the Village require that the Transferee agree to comply with all the terms, requirements and obligations set forth in that certain Development Agreement dated _____, 20__ by and between the Village of Hinsdale and _____ and recorded in the Office of the Cook County Recorder on _____ 20__, as Document No. _____, as amended from time to time ("**Subdivision Agreement**");

NOW, THEREFORE, in consideration of the agreement of the Owner and Developer to convey the Property to the Transferee and of the Village to accept the transfer of obligations as provided herein and to grant the releases granted herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed by, between and among the Village, the Owner, the Developer and the Transferee as follows:

1. Recitals. The foregoing recitals are incorporated in and made a part of this Agreement as substantive provisions by this reference.

2. Assumption of Obligations. The Transferee, on its behalf and on behalf of its successors, assigns, heirs, executors and administrators, hereby agrees, at its sole cost and expense, to comply with all of the terms, requirements and obligations of the Subdivision Agreement, including all exhibits and attachments thereto, regardless of whether such terms, requirements and obligations are to be performed and provided by, or are imposed upon, the Owner or the Developer of the Property.

3. Assurances of Financial Ability. Contemporaneously with the Transferee's execution of this Agreement, the Transferee shall deposit with the Village Manager the performance security required by Section 5 of the Subdivision Agreement.

4. Payment of Village Fees and Costs. In addition to any other costs, payments, fees, charges, contributions or dedications required by this Agreement, the Subdivision Agreement or by applicable Village codes, ordinances, resolutions, rules or regulations, the Transferee shall pay to the Village, immediately upon presentation of a written demand or demands therefor, all legal, engineering and other consulting or administrative fees, costs and expenses incurred in connection with the negotiation, preparation, consideration and review of this Agreement.

5. Acknowledgment and Release of Transferor. The Village hereby acknowledges its agreement to the Transferee's assumption of the obligation to comply with the terms, requirements and obligations of the Subdivision Agreement, including all exhibits and attachments thereto, and the Village hereby releases the Owner and Developer from any personal liability for failure to comply with the terms, requirements and obligations of the Subdivision Agreement.

[THE BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURES APPEAR ON THE NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

ATTEST:

VILLAGE OF HINSDALE

Village Clerk

By: _____
Village President

ATTEST:

By: _____

ATTEST:

[DEVELOPER]

By: _____

ATTEST:

[TRANSFeree]

By: _____

Its: _____

EXHIBIT N

Insurance Requirements

The Developer agrees as follows:

A. **Minimum Level of Insurance**. During the timeframe identified in Paragraph B below, for purposes of insuring risks associated with the construction of the Project and Public Improvements, the Developer shall purchase and maintain the following types of insurance in not less than the specified amounts:

1. Comprehensive General Liability - \$1,000,000.00 per occurrence and \$2,000,000 in the aggregate
2. Construction Insurance and Property Insurance – not less than the full replacement value of the improvements of the Project as determined by the Approved Cost Estimate.
3. Auto Liability - Combined Single Limit Amount of \$1,000,000.00 on any contractor owned, and/or hired, and/or non-owned motor vehicles engaged in operations within the scope of the work under the Redevelopment Agreement.
4. Worker's Compensation - Statutory Limits.
5. Employers Liability \$1,000,000.00 (the policy shall include a "waiver of subrogation").
6. Umbrella Coverage - \$3,000,000.00.

B. **Developer Obligations**. Commencing on the date the Developer delivers it Acquisition Notice, through the date of formal Village acceptance of the Public Improvements, the Developer shall furnish to the Village satisfactory proof of coverage of the above insurance requirements, by a reliable company or companies licensed to do business in Illinois, before commencing any construction of the Project or Public Improvements as defined in the Development Agreement. Such proof shall consist of certificates executed by the respective insurance companies and filed with the Village Manager. Said certificates shall contain a clause to the effect that the insurance policy/policies shall not be canceled, expire or changed as to the amount of coverage without written notification thirty (30) days in advance to the Village Manager. In addition, said certificates shall list the Village and its officers, appointed and elected officials, president and trustees, agents, employees, volunteers, attorneys, representatives and assigns as additional insureds on all required insurance policies. The Developer's insurance and any contractor and sub-contractor insurance shall be primary to any insurance coverage of the Village regarding claims or clauses of action arising from the operation or use of the Site.

The Developer shall require all contractors and sub-contractors, including environmental consultants and any other consultants, if any, not protected under the Developer's insurance policies, to take out and maintain insurance of the same nature, in the same amounts and under the same terms as required of the Developer.

VILLAGE OF HINSDALE

ORDINANCE NO. _____

**AN ORDINANCE APPROVING A PLAT OF SUBDIVISION – HINSDALE MEADOWS
(SOUTHEAST CORNER OF 55TH STREET AND COUNTY LINE ROAD)**

WHEREAS, Hinsdale Meadows Venture, LLC was previously, in Ordinance No. O2017-08, passed and approved on March 7, 2017, given Planned Development Concept Plan approval, as well as a related Special Use permit, for a proposed Planned Development (the “Planned Development”) on a 24.5 acre site at the southeast corner of 55th Street and County Line Road, Hinsdale, Illinois (the “Property”), located in the R-2 Single-Family Residential Zoning District; and

WHEREAS, the Property was the subject of a previous plat of subdivision, recorded on June 28, 2005, with the Cook County Recorder of Deeds as Document No. 0517927124. That plat contemplated the construction of 36 single-family homes; and

WHEREAS, Hinsdale Meadows, LLC (the “Developer”), proposed successor in interest to Hinsdale Meadows Venture, current owner of the Property, has sought and received approval for Detailed Plans for the construction of the Planned Development, which will consist of twenty-one (21) new single-family homes, one (1) existing traditional single-family home that will remain on the Property, and forty-two (42) duplex homes, for a total of sixty-four (64) units, as well as the public improvements that will serve those units; and

WHEREAS, the Detailed Plans for the Planned Development having been approved, the Developer now seeks approval for the resubdivision of the Property in a manner that will allow development of the Planned Development, as shown on the Final Plat of Resubdivision attached hereto and made a part hereof as **Exhibit A** (“Plat of Subdivision”) and

WHEREAS, the Village of Hinsdale Plan Commission has considered all of the matters related to the Developer’s requests as part of its review of the Detailed Plans for the Planned Development, including the Plat of Subdivision, and has recommended approval by the Board of Trustees of the Detailed Plans and accompanying documents, including the Plat of Subdivision; and

WHEREAS, the President and Board of Trustees of the Village of Hinsdale, having reviewed the Plat of Subdivision for the Property and having found it to be in conformity with the subdivision and other ordinances of the Village, find that approval of the Plat of Subdivision will be in the best interests of the Village of Hinsdale.

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

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

SECTION 2: Plat of Subdivision Approval. The Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and Section 11-1-16 of the Village Code of the Village of Hinsdale, approves and accepts the Plat of Subdivision attached to, and by this reference, incorporated into this Ordinance as **Exhibit A**. The following variations to the Village's subdivision requirements are hereby granted, pursuant to Section 11-1-15 of the Village Code:

- A variation to allow for the retention of the existing four (4) foot wide sidewalks on the Property, but providing that a minimum five (5) foot wide pavement section be provided either within the sidewalk area or the driveway areas of the homes, at a minimum distance of no more than 200 feet between such five (5) foot wide areas; and
- A variation to allow for retention and transplanting of existing tree species currently located in the parkways on the Property even though they are not on the Village's current approved species list, including, but not limited to, Kentucky Coffee Tree, Bradford Pear, Homestead Elm, Red Maple, and Honey Locust, as and to the extent set forth on the Final Landscape Plans; and
- A variation to allow for a deviation from the plant spacing guidelines so as to permit the retention and transplanting of existing parkway trees, causing an increase in the number of parkway trees which are closer together than the forty (40) foot spacing requirement otherwise required, in the manner depicted on the Final Landscape Plans; and
- A variation to allow for a deviation from the plant spacing guidelines so as to permit the planting of trees within the existing Hannah Lane cul-de-sac parkway, which is less than six (6) feet wide, in the manner depicted on the Final Landscape Plans.

SECTION 3: Conditions. The Developer, Hinsdale Meadows, LLC is the proposed successor in interest to Hinsdale Meadows Venture, LLC, the current owner of the Property. The Village has been provided with requested information relative to the substitution of the Developer as the developing entity of the Property, and has been provided with proof of sufficient acquisition and construction financing for the development of the Planned Development. The Village acknowledges that, per the terms of a separately approved Development Agreement pertaining to the Planned Development, should the Developer fail to acquire the Property from Hinsdale Meadows Venture within ninety (90) days of the Effective Date of said Development Agreement, or such later date as the parties agree to in writing, various approvals, including the Plat of Subdivision approval given to the Developer under this Ordinance, shall be null and void and of no further force or effect. In such event, the President and Board of Trustees shall repeal this Ordinance.

SECTION 4: Execution. The Village President and Village Clerk, or their designees, are hereby authorized to execute the approved Plat of Subdivision as provided by State law and the Village Code of Hinsdale; provided, however, that they shall not do so until after the Final Plans for the Planned Development have been submitted and reviewed against the Plat for final conformance with the approved Detailed Plans, and the approved Plat has been executed by all other required parties (other than County officials), and all other administrative details relating to the Plat have been completed.

SECTION 5: Recording. A certified copy of this Ordinance and the fully executed original of the attached Plat of Subdivision shall be submitted, at the Developer's cost and expense, to Cook County for filing and recordation as required by State law.

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

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

ADOPTED this _____ day of _____, 2017, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this _____ day of _____, 2017, and attested to by the Village Clerk this same day.

Thomas K. Cauley, Jr., Village President

ATTEST:

Christine M. Bruton, Village Clerk

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

By: _____

Its: _____

Date: _____, 2017

EXHIBIT A

**APPROVED PLAT OF SUBDIVISION
(ATTACHED)**

Hinsdale Meadows Venture

December 6, 2017

Board of Trustees, Village of Hinsdale
Kathleen Gargano, Village Manager
Robert McGinnis, Director of Community Development
Chan Yu, Village Planner

Re: Board of Trustees Meeting, December 11, 2017

We thank the Board of Trustees for their consideration of the Final Plan approval for Hinsdale Meadows at their November 21, 2017 meeting, and look forward to attending the next meeting on December 11th. As a result of items discussed at the November 21st meeting, as described in more detail below we have made the slight revision to the HOA Declaration, and are re-submitting the Site Plan with the minor adjustment to allow for the side load garages on Duplex lots #6 and #13.

Summary of Revisions:

Site Plan:

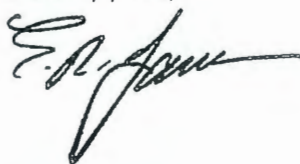
As discussed at the November 21st meeting, a minor adjustment to the Site Plan has been made to allow for the side load garages on Duplex lots #6 and #13. A color version of that plan has been prepared and is attached to this letter.

HOA Declaration:

As requested by the Village Board, we have revised Article IX, Section 4 of the HOA Declaration to prohibit "recreational devices" to be installed on any of the Common Property without the express written approval of the Village. Also, as provided by Article IX, Section 21 of the Declaration, the provision of this Section 4 itself cannot be amended without the written approval of the Village. The updated HOA Declaration is attached to this letter.

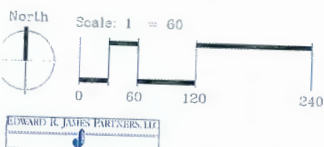
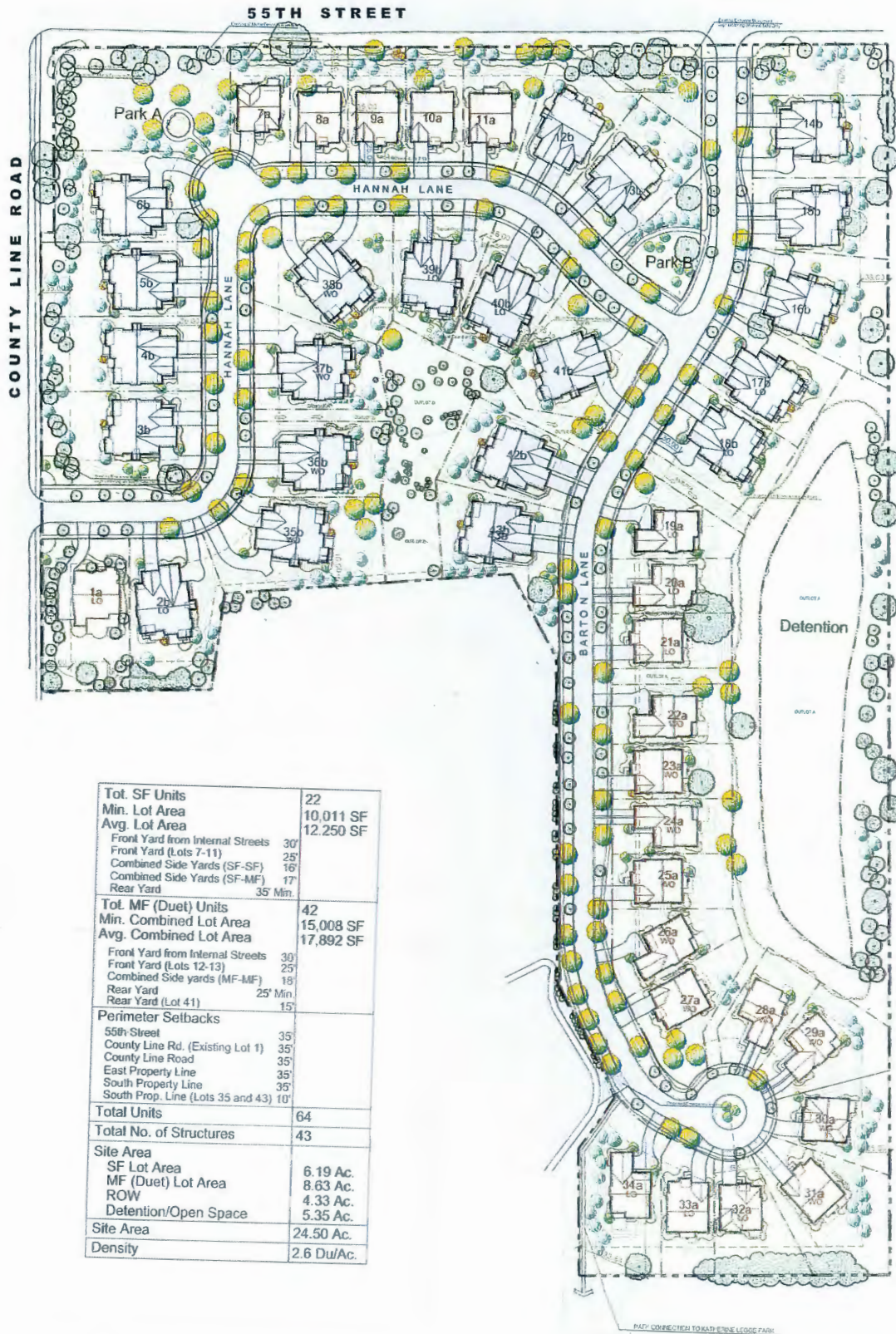
Thank you again for your thoughtful consideration of our plans Hinsdale Meadows and we look forward to your final approval and the beginning of marketing and construction.

Sincerely yours,



Edward R. James

CC: Jerry James
Michael Balas



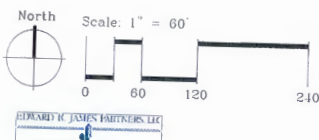
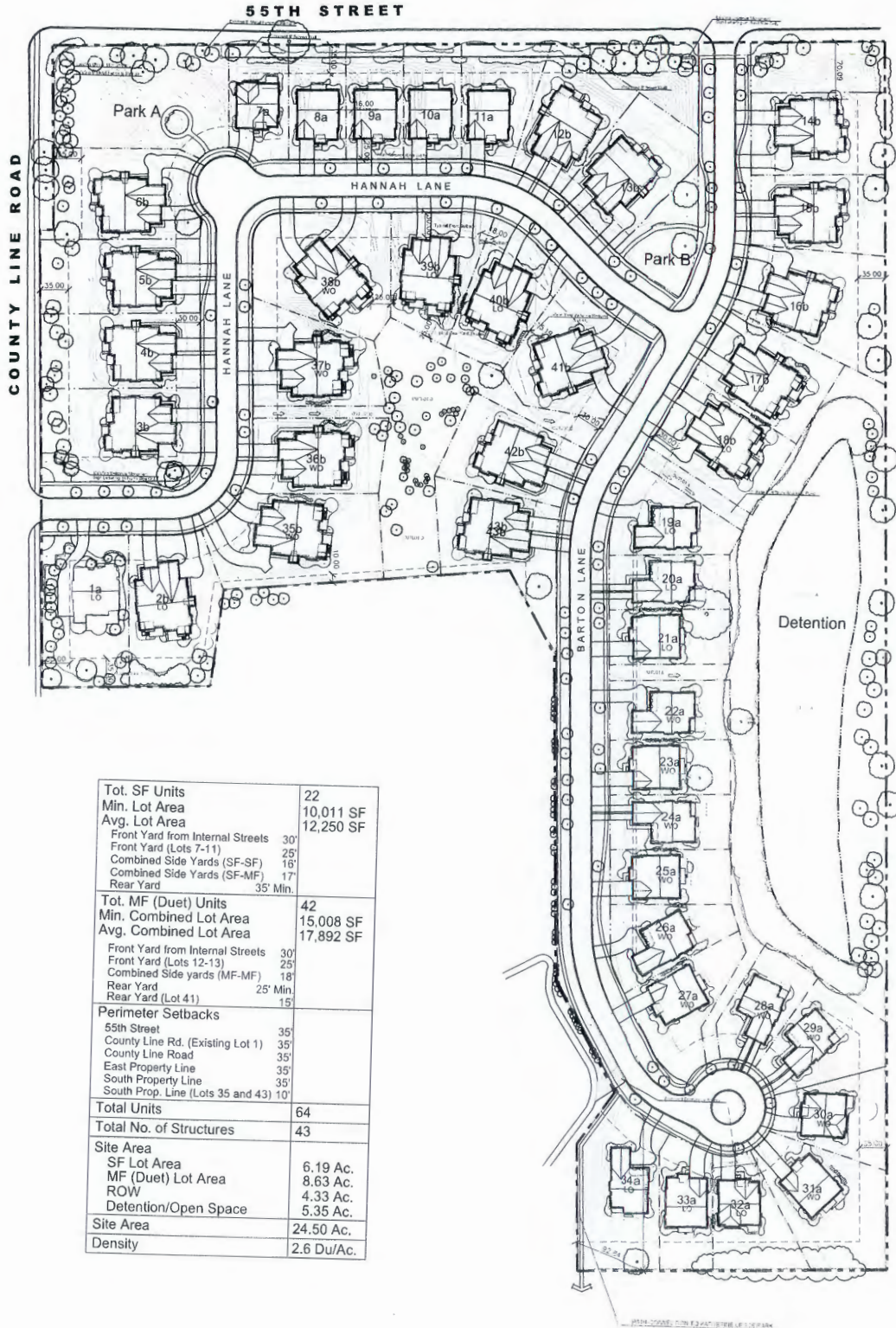
FRONT YARD SETBACKS TO BE REVISED BACK TO 30 FEET
-C.Y. 12.08.17

Sheet L-0
Hinsdale Meadows
Illustrative Site Plan



Date: September 25 2017
Rev: December 5, 2017





Sheet L-0
Hinsdale Meadows
 Illustrative Site Plan

Date: September 25 2017
 Rev: December 5, 2017

© 2017 BSB Design Inc.

Attachment 1

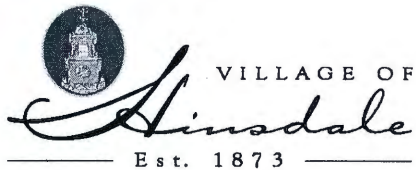
1) No animals of any kind, except dogs, cats or common household pets, (pigs, livestock, poultry and reptiles shall not be considered common household pets) shall be kept, raised or maintained, in any part of a Unit or Lot or on the Common Property. The Association reserves the right to adopt reasonable rules and regulations governing the keeping within any Unit of domestic dogs, cats and other household pets to prevent pets from becoming a nuisance to the Owners or Occupants of **HINSDALE MEADOWS SUBDIVISION**.

2) No clothes, sheets, blankets, or other articles of laundry shall be hung or exposed on any part of any Unit or Lot.

3) The Owners or Occupants of Units shall keep their premises free and clear of rubbish, trash, garbage debris or other unsightly materials, or waste. Any such materials or waste must be kept in covered sanitary containers hidden from public view until removed from the premises.

4) There shall be no recreational devices, defined as a structure or outdoor facility and intended principally for recreational use, such as, but not limited to, above ground pools, playhouses, swing sets, trampolines, sandboxes, courts, or playfields on any of the Common Property, without the authorization of the Association and the written approval of the Village~~courts, playfields, lounging, parking of baby carriages, playpens, swing sets, bicycles, wagons, toys, vehicles, and the like or placing of benches or chairs on any of the Common Property except as authorized or designated by the Association.~~

5) If any Owner or Occupant fails to maintain the Unit owned or occupied by him as herein provided, the Association



11a

MEMORANDUM

DATE: December 6, 2017
TO: Village President Cauley & Board of Trustees
CC: Kathleen A. Gargano
FROM: John, Giannelli, Fire Chief
RE: Executive Summary – Fire Department Activities – November 2017

In summary, Fire Department activities for November 2017 included responding to a total of **211** emergency incidents. There were **63** fire-related incidents, **109** emergency medical-related incidents, and **39** emergency/service-related incidents.

This month, the average response time from receiving a call to Department crews responding averaged 1 minute and 15 seconds. Response time from receiving a call to Department crews arriving on the scene was 4 minutes and 45 seconds.

During November, there was \$100,000 loss due to fires. Members assisted Clarendon Hills and Western Springs on various calls.

In the month of November, Chief Giannelli covered short shifts due to one member being off on sick time. The total hours covered were 24 saving the Village an estimated \$1,320 in overtime.

On November 16 Chief Giannelli and Assistant Chief McElroy in conjunction with Chef Kenny of Western Springs and Chef Gay of LaGrange, conducted an incident command drill for the local hospital administrators.

On November 17 Chief Giannelli attended the quarterly IRMA meeting in Oak Brook.

Chief Giannelli and AC McElroy attended several DU-COMM dispatch meetings throughout the month.

On November 6 Captain Carlson attended Community Outreach meeting at Redeemer Lutheran Church.



Hinsdale Fire Department – Monthly Report
November 2017



Emergency Response

In **November**, the Hinsdale Fire Department responded to a total of **211** requests for assistance for a total of **2234** responses this calendar year. There were **33** simultaneous responses and **zero** train delays this month. The responses are divided into three basic categories as follows:

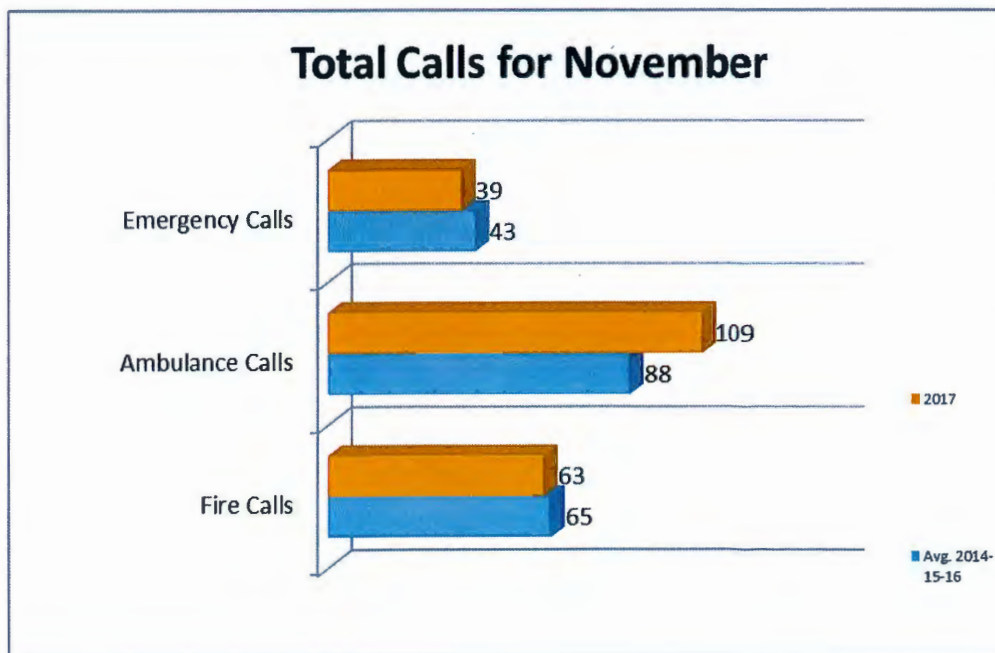
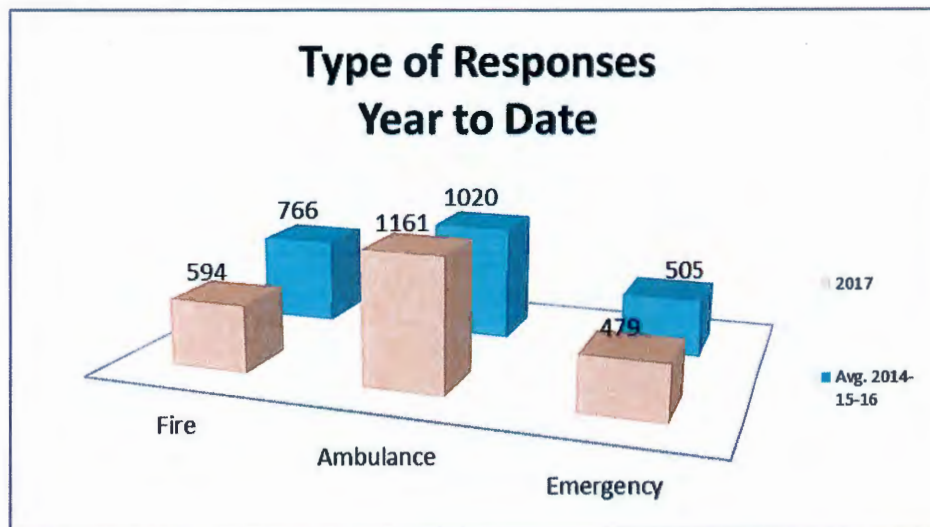
Type of Response	November 2017	% of Total	Three Year November Average 2014-2015-2016
Fire: (Includes incidents that involve fire, either in a structure, in a vehicle or outside of a structure, along with activated fire alarms and/or reports of smoke)	63	30%	65
Ambulance: (Includes ambulance requests, vehicle accidents and patient assists)	109	52%	88
Emergency: (Includes calls for leaks and spills, hazardous material response, power lines down, carbon monoxide alarms, trouble fire alarms, house lock outs, elevator rescues, and other service related calls)	39	18%	43
Simultaneous: (Responses while another call is on-going. Number is included in total)	33	16%	25
Train Delay: (Number is included in total)	0	0%	10
Total:	211	100%	196

Year to Date Totals

Fire: 594	Ambulance: 1161	Emergency: 479
2017	2014-15-16	
Total: 2234	Average: 2291	

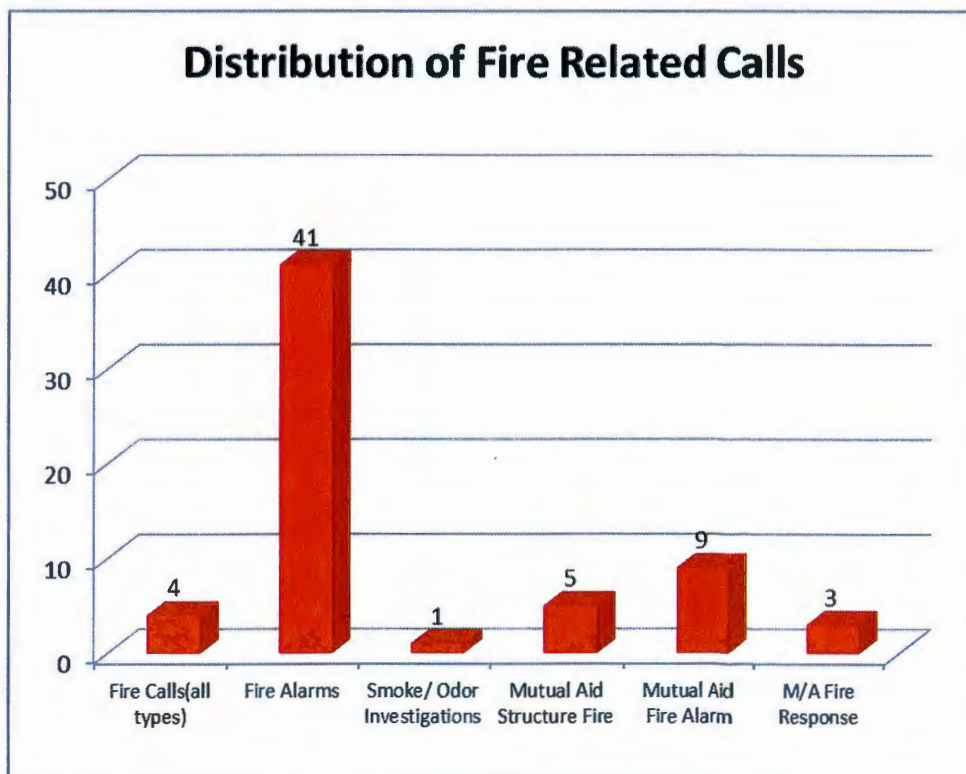
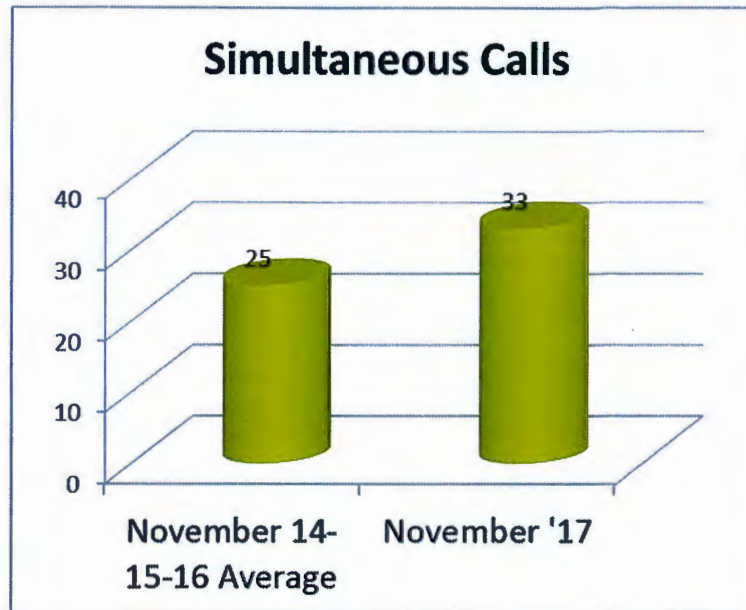


Emergency Response





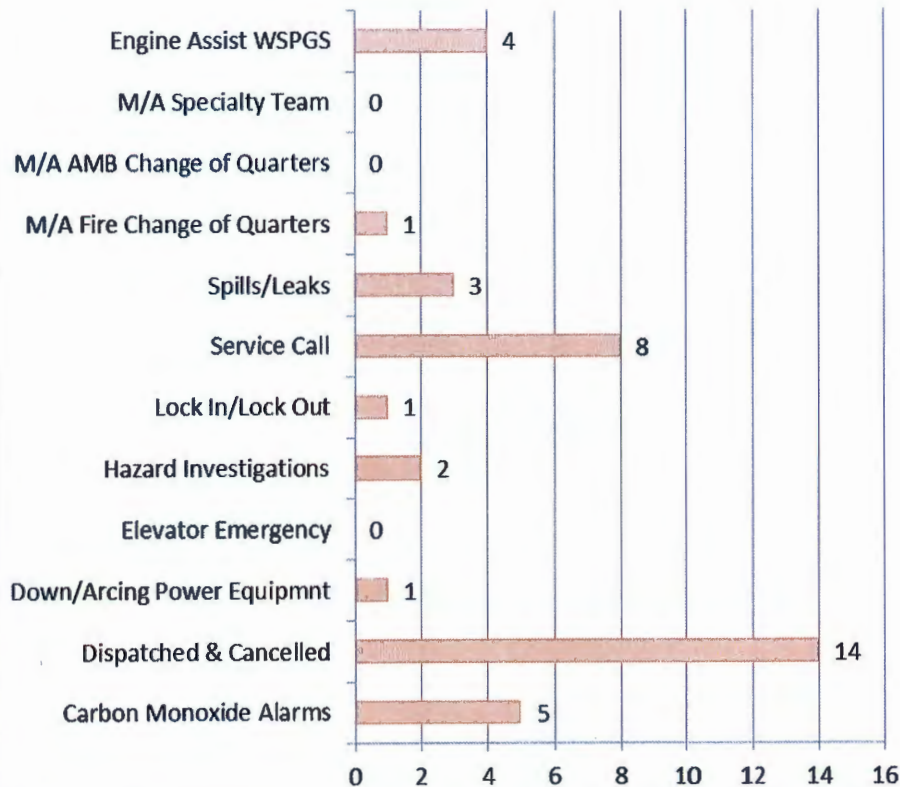
Emergency Response



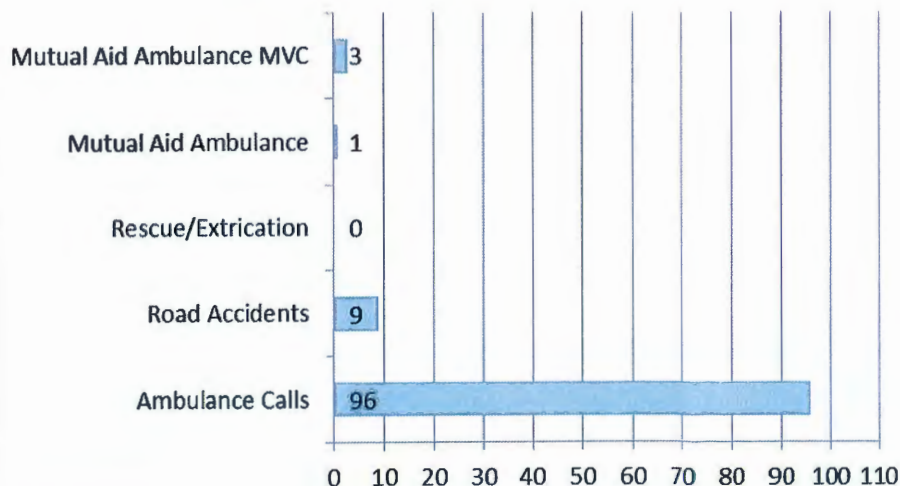


Emergency Response

Distribution of Emergency Related Calls



Distribution of EMS Related Calls





Hinsdale Fire Department – Monthly Report November 2017



Incidents of Interest

Call #

- #17-2068 Capt. Carlson, FF/PM's Karban and Dudek responded for an unconscious person which turned into a drug overdose. Narcan was given and the patient's responsiveness improved.
- #17-2070 Lt. Ziemer responded for a vehicle vs. building. Utilities were secured and the Hinsdale Building Department responded to the scene to assist with securing the house and assisting the homeowner with the necessary steps to take with their insurance company.
- #17-2109 Members respond for a semi-truck fire on I-294. On arrival the trailer was completely filled with Christmas decorations. The truck was completely consumed and was extinguished quickly. The fire communicated to the trailer and was very hard to reach. Crews had to remove all the decorations to reach the fire. Vent holes were cut using the power saw through the trailer. A piercing nozzle was also used to punch through the thin aluminum skin of the trailer to access the fire. The fire was extinguished once all of the decorations were removed. The total loss to the truck and contents was \$100,000.
- #17-2113 Lt. Ziemer, FF/PM's Karban and Dudek responded for a broken sprinkler pipe at Kramer's Grocery Store. Crews shut down the sprinkler system immediately and prevented further water damage to the store as well as inventory. Notifications were also made to the DuPage County Health Department and Hinsdale Management.
- | #17-2121 Kitchen fire at 497 Old Surrey Rd. – C84, AC 84, M84 (McCarthy, Nichols), E84 (Claybrook, Neville, Karban, Patitucci), E85 (Votava, Schaberg, Dudek), CLHLS, WSPGs, and PLVW responded for the report of a kitchen fire. Upon arrival crews found heavy smoke on the first floor with the report of everyone out of the building. Crews stretched a line off of E84 and an aggressive interior attack was made, quickly extinguishing the fire in the kitchen. Ventilation and checks for fire extension in the fire unit and bordering units was made. Investigation in the fire was made. Estimated fire damage was \$100,000. This fire loss does not count toward the Village fire loss total.



Hinsdale Fire Department – Monthly Report November 2017



- #17-2146 Capt. Carlson responded to York Center fire at 2S703 La Tour with T84 to assist the investigators in reaching the second floor through the burnt out roof. T84 was requested because of its ability to maneuver into a tight location. The truck was successfully positioned, the investigators were able to observe what they needed to see, and the truck was released within 30 minutes.
- #17-2157 Hinsdale Tower 84 and Chief 84 respond mutual aid to La Grange on the box alarm for the structure fire. Tower 84 was assigned to the rear of the structure to use a ground ladder and access the second floor siding, cutting the siding with a power saw and checking for fire extension.



Hinsdale Fire Department – Monthly Report November 2017



Training/Events

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

FF/PM Patitucci and Wilson attended Haz Mat Drill on Thursday, November 16, at Pleasant View Fire Protection District Station.

FF/PM Smith and Lt. Newberry attended Technical Rescue Team Drill on Thursday, November 9.

FF/PM McDonough attended Fire & Life Safety Educator class November 27 through December 1.

FF/PM McCarthy attended Cause & Origin drill on Thursday, November 9.

FF/PM Russell completed a National Fire Academy online class in building construction.

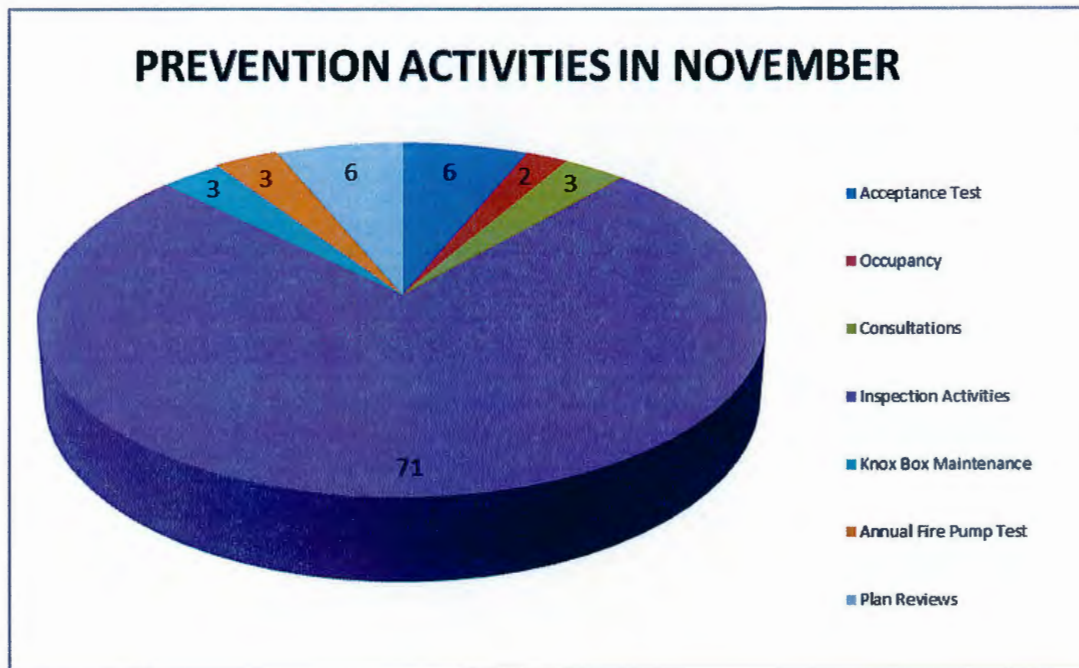
FF/PM Skibbens attended Rapid Intervention Company Operations class in Romeoville that teaches how to rescue trapped Firefighters.

FF/PM Tullis taught Courage to be Safe-16 Life Safety Initiatives to all shifts.



Public Education

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



Fire Prevention/Safety Education:

- Attended District 181's Crisis Planning Committee Meeting.
- Participated in the training of AMITA Health Care Incident Command System to better prepare them for responses to emergencies.
- Participated in a demo for the new CAD dispatching software for Fire and EMS responses; finalized and submitted the changes needed for the new responses related to the fire service.
- Attended the DuComm Fire Marshal's committee meeting to review the operations moving forward with regard to a standard procedure for trouble and supervisory alarms.



**Hinsdale Fire Department – Monthly Report
November 2017**



Inspection Activities

**Hinsdale Fire Department Inspection Activities
November 2017 total of 94 Fire Inspection Activities**

Inspections 56

- Initial (40)
- Fire Alarm (11)
- Occupancy (2)
- Special (1)
- Sprinkler Systems (2)

Re-inspections 17

Acceptance Test 6

- Sprinkler Systems (6)

Annual Fire Pump Test 3

Plan Reviews 6

- General (3)
- Fire Alarm (1)
- Sprinkler (2)

Consultations 3

- General (2)
- Fire Alarm 1

Knox Box Maintenance 3

Other Bureau Activities:

- Attended District 181's Crisis Planning Committee Meeting.
- Participated in the training of AMITA Health Care Incident Command system to better prepare them for responses to emergencies.
- Participated in a demo for the new CAD dispatching software for Fire and EMS responses, finalized and submitted the changes needed for the new responses related to the fire service.
- Attended the DuComm Fire Marshal's committee meeting to review the operations moving forward with regards to a standard procedure for trouble and supervisory alarms.

Inspection Fees forwarded to the Finance Department in the month of November was \$ 5020.00

The total inspection fees forwarded to the Finance Department for the fiscal year 2017/18 to date is \$27,825.00



The Survey Says...

Each month, the department sends out surveys to those that we provide service. These surveys are valuable in evaluating the quality of the service we provide and are an opportunity for improvement.

Customer Service Survey Feedback:

In the month of November, **20** Service Surveys were mailed; we received **12** responses with the following results:

Were you satisfied with the response time of our personnel to your emergency?

Yes – 11 / 12 (one patient was coming out of a seizure and was unaware of time.)

Was the quality of service received:

“Higher” than what I expected – 11 / 12

“About” what I expected – 1 / 12

“Somewhat lower” than I had expected 0 / 12

Miscellaneous Comments (direct quotes):

“Thank you for your quick, competent care during a stressful situation.”

“I found Ryan and Cameron to be very professional in handling my emergency. Ryan did an especially good job with reassuring me when I expressed any concerns regarding my situation.”

“Team was very professional and knowledgeable.”

“The EMTs were extremely helpful under chaotic circumstances. Thanks.”

“Excellent team effort - Efficient and caring - Hinsdale is fortunate to have this quality personnel.”

“Excellent Service by genuinely caring, kind and good humored First Responders! Appreciate your dedication.”

“My wife is a Type 2 diabetic and extremely overweight. (It took six men to lift her into the gurney.) These gentlemen were courteous, friendly, non-judgmental - very professional. Many thanks to the crew.”



MEMORANDUM

DATE: December 11, 2017

TO: President Cauley and the Village Board of Trustees

FROM: Heather Bereckis, Superintendent of Parks & Recreation

RE: November Staff Report

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

Katherine Legge Memorial Lodge

Preliminary gross rental and catering revenue for the fiscal year to-date is \$98,115. Rental revenue for the sixth month of the 2017/18 fiscal year is \$16,780. In October, there were 13 events held at the Lodge, which is the same as the prior year. However, revenue for the month is down due to the type and size of events. Expenses through October are up 16% (\$13,011) over the prior year; this is a result of timing related to custodial billing.

REVENUES	October		YTD		Change Over the Prior year	2017-18 Annual Budget	FY 17-18 % of budget	2016-17 Annual Budget	FY 16-17 % of budget
	Prior Year	Current Year	Prior Year	Current Year					
KLM Lodge Rental	\$21,045	\$16,780	\$92,785	\$86,615	(\$6,170)	\$160,000	54%	\$180,000	52%
Caterer's Licenses	\$0	\$500	\$9,000	\$11,500	\$2,500	\$11,000	105%	\$15,000	60%
Total Revenues	\$21,045	\$17,280	\$101,785	\$98,115	(\$3,670)	\$171,000	57%	\$195,000	52%
EXPENSES	October		YTD		Change Over the Prior year	2017-18 Annual Budget	FY 17-18 % of budget	2016-17 Annual Budget	FY 16-17 % of budget
	Prior Year	Current Year	Prior Year	Current Year					
Total Expenses	\$6,996	\$20,007	\$64,731	\$68,844	\$4,113	\$197,651	35%	\$212,741	30%
Net	\$14,049	(\$2,727)	\$37,054	\$29,271	(\$7,783)				

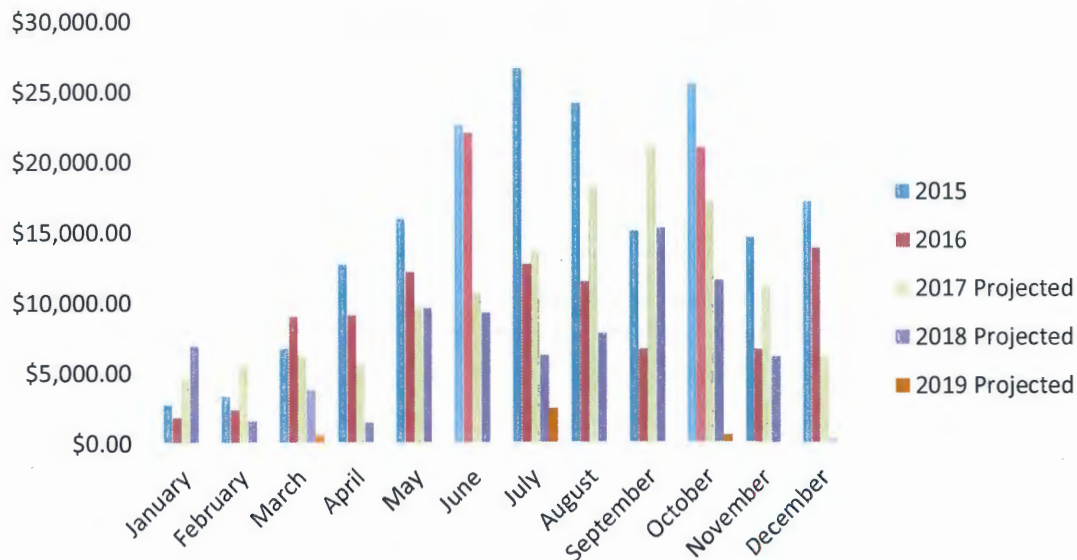
MEMORANDUM

KLM Gross Monthly Revenues							
Month	2011/12 FY	2012/13 FY	2013/14 FY	2014/15 FY	2015/16 FY	2016/17 FY	2017/18 FY
May	\$ 8,561	\$ 8,801	\$ 16,796	\$ 13,745	\$ 16,000	\$ 12,200	\$ 9,600
June	\$ 11,156	\$ 10,745	\$ 26,818	\$ 17,450	\$ 22,770	\$ 22,845	\$ 12,595
July	\$ 13,559	\$ 9,786	\$ 18,650	\$ 12,909	\$ 27,475	\$ 12,550	\$ 13,950
August	\$ 17,759	\$ 18,880	\$ 19,579	\$ 25,350	\$ 24,775	\$ 11,500	\$ 18,130
September	\$ 14,823	\$ 14,498	\$ 12,137	\$ 24,510	\$ 15,250	\$ 12,645	\$ 15,560
October	\$ 16,347	\$ 15,589	\$ 14,825	\$ 23,985	\$ 25,580	\$ 21,045	\$ 16,780
November	\$ 8,256	\$ 11,612	\$ 8,580	\$ 14,724	\$ 14,825	\$ 6,700	
December	\$ 8,853	\$ 10,265	\$ 13,366	\$ 17,290	\$ 17,200	\$ 13,457	
January	\$ 1,302	\$ 4,489	\$ 250	\$ 8,450	\$ 2,850	\$ 4,624	
February	\$ 2,301	\$ 6,981	\$ 7,575	\$ 3,120	\$ 2,400	\$ 4,550	
March	\$ 2,506	\$ 7,669	\$ 4,245	\$ 6,725	\$ 8,945	\$ 5,944	
April	\$ 2,384	\$ 4,365	\$ 3,600	\$ 12,695	\$ 9,125	\$ 4,300	
total	\$ 107,807	\$ 123,680	\$ 146,421	\$ 180,953	\$ 187,195	\$ 132,360	\$ 86,615

The graph below shows the past three years of lodge revenue and the upcoming year's projection. Future predictions are based on the average revenue from the event type. Also included below are charts indicating the number of reservations and reservation type by month. 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 will be updated monthly.

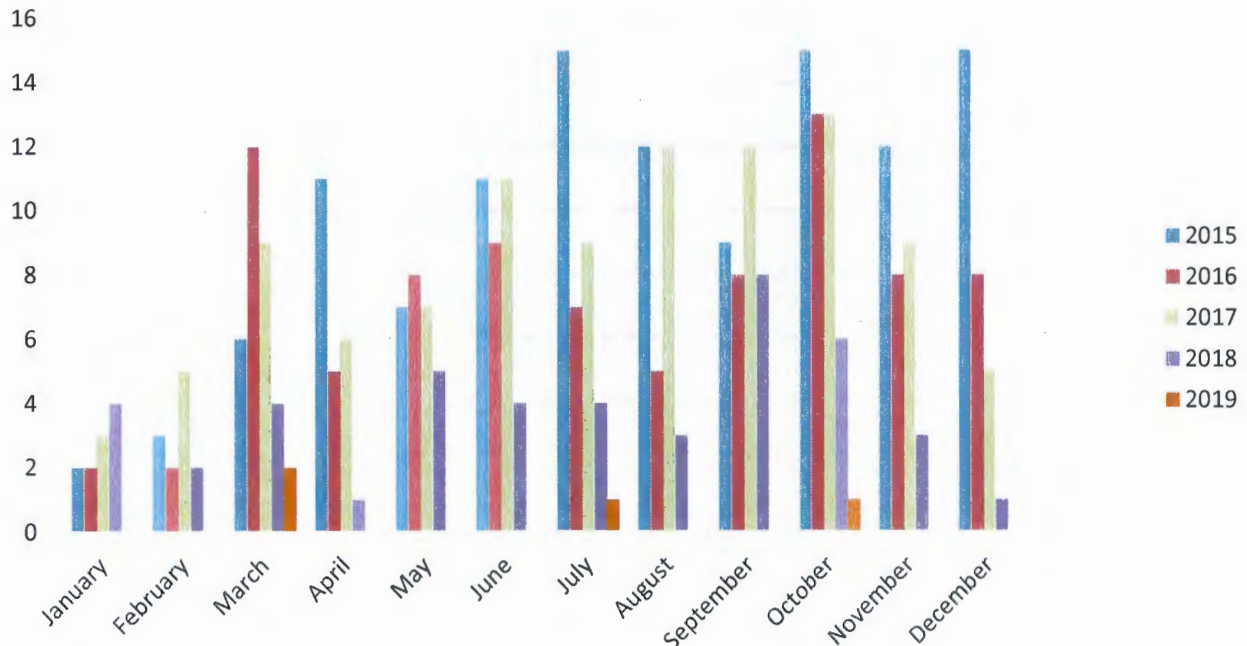
KLM Revenue 2015-2019

Data as of 11/30/2017



KLM Reservations 2015-2019

Data as of 11/30/2017



Staff is now working to implement the approved marketing plan for the 2017/18 FY, including the addition of Search Engine Optimization (SEO) and progressive marketing through The Knot. Details on this were presented at the August Parks & Recreation Commission meeting and will be reevaluated at the December Parks & Recreation Meeting. Daily leads are being received from the upgraded Knot.com advertising; lodge staff is tracking the conversion rate from leads to bookings. Staff is awaiting the first analytics report from Linchpin, the company performing the SEO project.

Upcoming Brochure & Activities

Brochure & Programming

Winter/Spring Brochure planning has been completed, with the delivery for residents having taken place on December 4th. Registration for Winter/Spring programs begins on December 11th. New programs for this brochure include youth pickleball, archery, badminton, meditation, and Junior Firefighters.



MEMORANDUM

Special Events

Breakfast with Santa was held at KLM Lodge on December 2nd. The event was well attended and received with over 90 people in attendance. The event provided an expanded continental breakfast, crafts, and the opportunity to take photos with Santa.

Staff is currently preparing for upcoming special events including the Holiday Express on December 17th, and the Easter Egg Hunt on March 31st.

Field & Park Updates

Fields/Parks

Fall Fields usage finished during the 3rd week of November. Final payment invoices for rentals were sent out on November 15th. Staff will begin booking Spring Field space in early January. Public Service staff has completed winterizing park irrigation and bathrooms. All facilities with the exception of KLM and Burns will be closed for the season.

Staff has begun preparation for setting up the Burns Field ice rink. Temperatures need to be consistently in the high 20's with frozen ground for the rink to be filled. Once this takes place, Public Services staff will fill the rink and monitor it until it is able to be opened for skating. The warming house will have unsupervised open hours on M-F from 3:30-6:30pm, with the Police Department closing the facility each night. Weekend hours will be staffed from 10am-6pm. Staff will be monitoring the ice, bathrooms, and fire places as well as offering hot chocolate.

Platform Tennis

Memberships

Preliminary gross revenue for the 2017/18 fiscal year through the sixth month is \$60,461. Expenses through October are down 45% (\$2,202) over the prior year; this is a result of the work done early in the season to the electrical system in preparation for the capital walkway improvements. Overall net revenue is \$46,368 which is 49% (\$22,713) higher than the same period of the prior year. A breakdown of membership revenue through November 28th is included below.

MEMORANDUM

REVENUES	October		YTD		Change Over the Prior year	2017-18 Annual Budget	FY 17-18 % of budget	2016-17 Annual Budget	FY 16-17 % of budget
	Prior Year	Current Year	Prior Year	Current Year					
Membership Passes/Lessons/Fobs	\$10,804	\$20,383	\$42,819	\$60,461	(\$17,642)	\$65,000	93%	\$65,000	66%
EXPENSES	October		YTD		Change Over the Prior year	2017-18 Annual Budget	FY 17-18 % of budget	2016-17 Annual Budget	FY 15-16 % of budget
	Prior Year	Current Year	Prior Year	Current Year					
General Expenses	\$4,889	\$2,687	\$19,164	\$14,093	\$5,071	\$40,080	35%	\$40,080	48%
Capital Expenses	\$0	\$0	\$0	\$0	\$0	\$0	#DIV/0!	\$123,500	0%
Total Expenses	\$4,889	\$2,687	\$19,164	\$14,093	\$5,071	\$40,080	35%	\$163,580	12%
Net	\$5,915	\$17,695	\$23,655	\$46,368	(\$22,713)				

Renewal letters were sent out to past members in mid- August. Pricing for the 2017/18 season will remain the same, with a late fee incurring starting November 1st. This was approved by the Village Board at its March 7, 2017 meeting. Below is a chart indicating current year-to-date membership revenue in comparison to the same period of the previous year.

Platform Tennis Membership Summary

	2016					2017						
Memberships as of 11/28/17	New Members	Renewal Members	Total Members	Revenue YTD	2017 Fees	New Members	Renewal Members	Total Members	Change of over Prior Year	Revenue YTD	Change over Prior Yr.	% of Change Over Prior Year
Resident Individual	5	36	41	\$8,200	\$200	9	52	61	20	\$12,200	\$4,000	49%
Resident Family	1	23	24	\$6,000	\$250	5	20	25	1	\$6,250	\$250	4%
Resident Secondary	5	50	55	\$0	\$0	14	52	66	11	\$0	\$0	0%
Resident Total	11	109	120	\$14,200		28	124	152	32	\$18,450	\$4,250	30%
Non-Resident Individual	12	71	83	\$24,900	\$300	16	97	113	30	\$33,900	\$9,000	36%
Non-Resident Family	1	16	17	\$6,375	\$375	3	20	23	6	\$8,625	\$2,250	35%
Non-Resident Secondary	20	33	53	\$0	\$0	17	46	63	10	\$0	\$0	0%
Non-Resident Total	33	120	153	\$31,275		36	163	199	46	\$42,525	\$11,250	36%
Total Lifetime Members	N/A	239	239	\$0		1	220	221	-21	\$0	\$0	0%
Res League Players 10 Visit	N/A			\$0	\$100	2	0	3		\$300	\$300	
NR League Players 10 Visit	N/A			\$0	\$150	2	0	2		\$300	\$300	
10 Visit Total				\$0						\$600	\$600	
Total Memberships/ Revenue	44	468	512	\$45,475		64	507	572	60	\$61,575	\$16,100	35%



11c

MEMORANDUM

DATE: December 11, 2017

TO: Kathleen A. Gargano, Village Manager

CC: President Cauley and the Village Board of Trustees

FROM: Anna Devries, Economic Development Coordinator / Finance Clerk
Emily Wagner, Administration Manager

RE: November Economic Development Monthly Report

The following economic development updates are for your review:

- The Economic Development Commission (EDC) has cancelled the November and December EDC meetings due to the holidays. The EDC meetings will resume in January.
- On November 6, staff met to review the Economic Development Capital Improvement Projects that are slated for the upcoming years.
- On November 9, staff attended the Chamber of Commerce Board meeting to share Village updates and to review Small Business Saturday marketing initiatives.
- Kaehler Luggage opened at 38 E. First Street on November 1, 2017.
- On November 9, staff attended a ribbon cutting for Kaehler Luggage located at 28 E. First Street to welcome the new business.
- On November 13, staff attended a walkthrough of the newly installed holiday lighting decorations in Burlington Park and in the Central Business District to discuss adding additional light strands where needed.
- On November 16, staff attending the Chamber of Commerce Marketing and Membership Committee meeting to discuss new businesses opening in town and upcoming Chamber events.
- On November 17, staff was interviewed by Pam Lannom at The Hinsdalean to discuss the importance of shopping locally, the history of Small Business Saturday and the work that staff has done with American Express to secure marketing materials for the event.
- On Small Business Saturday, November 25, staff was onsite to distribute Small Business Saturday balloons and tote bags to local businesses and shoppers.
- Throughout the month of November, staff hand delivered Small Business Saturday posters, door mats, and information to businesses to spread awareness and grow participation. Staff has also communicated information to the business community by emailing updates. To further promote the event, staff posted information in the weekly eHinsdale, on the Village website and on Village social media.
- Throughout the month staff has completed 42 site visits to various businesses to share information on upcoming events, meet the business owners and to grow our knowledge of the community.



112

MEMORANDUM

DATE: November 21, 2017

TO: President Cauley and the Village Board of Trustees

CC: Kathleen A. Gargano, Village Manager

FROM: Robert McGinnis, Community Development Director/Building Commissioner *RM*

RE: **Community Development Department Monthly Report- October 2017**

In the month of October the department issued 104 permits. The department conducted 376 inspections and revenue for the month came in at just over \$202,000.

There are approximately 74 applications in house, including 19 single family homes and 11 commercial alterations. There are 40 permits ready to issue at this time, plan review turnaround is running approximately 3-4 weeks, and lead times for inspection requests are running approximately 24 hours.

The Engineering Division has continued to work with the department in order to complete site inspections and respond to drainage complaints. In total, 76 engineering inspections were performed for the month of October by the division. This does not include any inspection of road program work and is primarily tied to building construction and drainage complaints.

We currently have 24 vacant properties on our registry list. The department continues to pursue owners of vacant and blighted properties to either demolish them and restore the lots or come into compliance with the property maintenance code.

COMMUNITY DEVELOPMENT MONTHLY REPORT October 2017

PERMITS	THIS MONTH	THIS MONTH LAST YEAR	FEEs	FY TO DATE	TOTAL LAST FY TO DATE
New Single Family Homes	5	0			
New Multi Family Homes	0	0			
Residential Addns./Alts.	12	11			
Commercial New	0	0			
Commercial Addns./Alts.	5	3			
Miscellaneous	41	33			
Demolitions	6	1			
Total Building Permits	69	48	\$ 165,997.00	\$567,673.00	\$690,972.00
Total Electrical Permits	14	12	\$ 10,706.00	\$ 49,367.00	\$63,003.00
Total Plumbing Permits	21	15	\$ 25,702.00	\$ 89,813.00	\$97,497.00
TOTALS	104	75	\$ 202,405.00	\$706,853.00	\$ 851,472.00

Citations			\$0		
Vacant Properties	24				

INSPECTIONS	THIS MONTH	THIS MONTH LAST YEAR			
Bldg, Elec, HVAC	193	269			
Plumbing	39	41			
Property Maint./Site Mgmt.	68	76			
Engineering	76	58			
TOTALS	376	444			

REMARKS:



MEMORANDUM

DATE: December 7, 2017

TO: President Cauley and Village Board of Trustees
Kathleen Gargano, Village Manager

CC: George Peluso, Director of Public Services

FROM: Brendon Mendoza, Administrative Analyst

RE: Public Services Monthly Report – November 2017

Provided below is the monthly staff report from the Public Services Department. This highlights all activities that occurred during the month of November.

- Managed A-Lamp's performance for the MIP repaving project.
- Managed the 2017 Holiday Lighting and Decorating contract.
- Managed the roof repairs at the Public Services Garage, Police & Fire Building, Pierce Park Building, Robbins Park Building and KLM Montessori School.
- Managed the Village wide sewer cleaning, televising, and root cutting contracted services.
- Public Services contracted with Lakeshore Recycling Systems to complete a full town sweep of all roads. Nearly 500 yards of leaves and debris were removed, which took ten days to complete.
- Continued to prepare the Public Services Capital Improvement Project ("CIP") Budget.
- Prepared the Public Services fleet for snow plowing and salting operations.
- Prepared and solicited bids for snow removal services in the Central Business District, Platform Tennis, and Cul-De-Sacs.
- Staff reviewed and commented on 7 tree preservation plans submitted for building permits.

November Water Main Break Locations

<u>Date</u>	<u>Address</u>	<u>Pipe Size/Type</u>	<u>Duration</u>
11/2/17	38 S. Madison	8" Ductile Iron	6hrs



MEMORANDUM

**Village of Hinsdale
Department of Public Services
Roadway Division
Monthly Report – November 2017**

Activity Measures

Standard Tasks	November 2017	Prev Mo	YTD 2017
Signs	40	25	313
Posts	11	2	74
Signs Repaired	5	4	111
Cold Mix (Tons)	5	4.6	65.15
Hot Mix (Tons)	0	15.92	92.79
Gravel For Alleys (Tons)	0	1	53
White Paint (Gallons)	6	0	86
Yellow Paint (Gallons)	0	0	3
Basin Top Cleaning (Man-Hours)	5	102	406
Alley Grading (Man-Hours)	12	13	236
Alley Trimming (Man-Hours)	0	0	46
Concrete (Yards)	0	7	13
Snow & Ice Callouts	0	0	6
Road Salt Used (Tons)	0	0	496
Sand Used (Tons)	0	0	0

MEMORANDUM

Salt & Calcium For Walkways, Stairs, Etc. (Tons)	0	0	31.25
Leaves Swept Up (Yards)	420	90	1027
Central Business District Sweeps	3	4	21
Complete Village Sweeps	1	0	2
Parking Lot Sweeps	0	1	0
Street Light Poles Repaired	0	1	77
Request For Services Completed	74	52	720
Sump Pump Issues	0	0	77
Pool Maintenance (Man Hours)	0	0	53
Parkway Restorations	8	10	94
Parking Meters	0	1	712
Special Events	0	11	387
Hauling To Dump	5	1	20

Significant issues for this month:

- Public Services filled potholes in miscellaneous problem and complaint areas using 4.6 tons of coldpatch.
- The Roadway Division completed 74 service requests in November.
- Public Services installed 630 feet of split rail fence around the storm drain at the East end of Katherine Legge Memorial Park. This project required 63 posts and 189 rails. Installed, were two 5 feet gates and two 10 feet gates around the fenced area. Once the split rail was installed, the inside was wrapped in gal fence (wire mesh). This fence was secured to the back side of the split rail. Finally, signs were installed to keep people out of fenced area.
- The Roadway Division replaced 40 signs and repaired another 5.



MEMORANDUM

- The Roadway Division completed 8 parkway restorations, including water main breaks and other problem areas.
- The Roadway Division installed 13 traffic counters for designated intersections weekly, during the month of November for the Police Department.
- Public Services contracted with Lakeshore Recycling Systems to complete a full town sweep of all roads. Nearly 500 yards of leaves and debris were removed, which took ten days to complete.



MEMORANDUM

**Village of Hinsdale
Department of Public Services
Forestry Division
Monthly Report – November 2017**

Trees pruned by Village Staff:

- Small tree pruning (diameter 10 inches and less) – 0 trees. Small tree pruning is scheduled to begin in January.
- Completed 3 resident tree work requests, pruning 3 trees.

Trees pruned by contractor (diameter 10 inches and above):

- The pruning program is scheduled to begin in January of 2018. The area of the Village that will be pruned this cycle is encompassed by South County Line Road on the West, Columbia Avenue on the East, Highland Road on the North and 55th Street on the South. The second area is encompassed by Madison Street on the West, South County Line Road on the East, 55th Street on the North and 59th Street on the South. Forestry staff estimates over 1,000 public trees will be pruned in this winter.

Trees removed by Village Staff:

- 29 public trees were removed in November.
- 140 public trees were removed by staff this fiscal year.
- 30 public trees are currently scheduled for removal by staff.

Trees removed by contractor:

- Elm – 0
- Ash - 0
- Other – 0
- 68 public trees were removed by contractor this fiscal year.
- 7 public trees are currently scheduled for removal by contractor.

Ash trees infested by Emerald Ash Borer (“EAB”) detected by Village Staff:

- 2 public eab positive ash trees were detected in November; 39 eab positive ash trees detected this fiscal year.
- 0 private eab positive ash trees were detected in November; 10 eab positive ash trees detected this fiscal year.



MEMORANDUM

Ash trees removed:

- 8 ash trees have been removed this month (8 Village / 0 Contractor).
- 199 ash trees have been removed this fiscal year (99 Village / 100 Contractor).
- 1384 ash trees have been removed since February 2011 (1131 EAB Positive).

Ash trees that have been treated to manage infestation by Emerald Ash Borer:

- The ash treatment program for this year is complete.

Elm diseased trees detected by Village Staff:

- 0 public ded positive elm trees were detected in November; 11 Dutch Elm disease ("ded") positive elm trees detected this fiscal year (16 treated/6 untreated).
- 1 private ded positive elm trees were detected in November; 54 ded positive elm trees detected this fiscal year.

Elm trees removed by Village Staff:

- 0 diseased trees.
- 0 storm damaged trees.

Elm trees that have had diseased limbs removed (amputations):

- 0 parkway trees.

Elm trees that have been inoculated for prevention of Dutch Elm Disease:

- 0 American Elms have been treated in November. 402 American Elms have been treated this year.

Tree stumps removed by Village Staff:

- 0 parkway stump were routed, the mulch removed and the parkway restored with top soil and grass seed.

Trees planted:

- 66 trees were planted through the Village's Planting Program.
- 0 trees were planted through the Tribute Tree Program.
- 1 tree was planted through the Resident Reimbursement Program.

Other:

- Village crews completed setting up the holiday decorations. Over 200 wreaths were installed in and around the Central Business District, Burlington Park, the Memorial Building and Katherine Legge Memorial Park.
- Staff reviewed and commented on 7 tree preservation plans submitted for building permits.

Tree Preservation (Public Services)
Activity Measures

	November 2017	Previous Mo	YTD 2017
Tree Pruning Contractual	0	0	1142
Tree Pruning In-House	3	13	253
Small Tree Pruning In-House	0	0	290
Tree Removal Contractual	0	6	128
Tree Removal In-House	29	11	169
Trees Planted	67	1	277
Elm Trees Treated	0	0	402
Dutch Elm Disease Losses (Private)	0	0	53
Elm Losses (Public)	0	1	18
Ash Trees Treated	0	0	288
Ash Tree Removal - EAB (Private)	0	1	11
Ash Tree Removal – EAB (Public) <i>Note: since Feb 2011, 589 public Ash trees have been removed</i>	In-House 8	In-House 4	In-House 30
	Contracted 0	Contracted 2	Contracted 38
Tree Preservation Plan Reviews	7	13	97



MEMORANDUM

**Village of Hinsdale
Department of Public Services
Parks Maintenance Division
Monthly Report – November 2017**

Activity Measures

November Totals			
Job Task	Hours	Accomplishment	Units
Administration	18	18	Hour
Clean Bathroom	37.5	126	Each Bathroom
Refuse Removal	42.5	125	Each Can
Fountain Maintenance	0	0	Hour
Litter Removal	4	4	Hour
Weed Removal	23.5	23.5	Hour
Brush Pick Up	0	0	Hour
Athletic Field Striping	7	6	Each Field
Infield Maintenance	0	0	Each Field
Athletic Goal/Net Maintenance	11	8	Each Goal
Turf Repair/Sod Installation	0	0	Hour
Aeration	0	0	Hour
Over seeding	0	0	Lbs. of Seed
Turf Evaluation/Soil Testing	4.5	8	Each
Hardwood Mulch Installation	0	0	Cubic Yard
Leaf Mulching	0	0	Hour
Mowing	0	0	Hour
Land Clearing	0	0	Hour
Planting Bed Preparation	12	32	Each Bed
Plant Installation/Removal	50	50	Hour
Flowering Bulb Installation/Removal	27	27	Hour
Tree and Shrub Maintenance	8.5	25	Each
Fertilization	1	1	Hour
Watering	2.5	2.5	Hour
Pest and Weed Control (chemical)	0	0	Hour
Irrigation Start Up (spring)	0	0	Each
Irrigation Repair	0	0	Each
Irrigation Winterization	34	12	Each
Playground Maintenance/Repair	0	0	Hour
Playground Inspection	0	0	Each
Playground Mulch Installation	0	0	Cubic Yards
Holiday Decorating	65	65	Hour

MEMORANDUM

Platform Tennis Repairs	0	0	Each
Special Events	2	2	Hour
Building Maintenance	20	6	Each
Equipment/Vehicle Maintenance	0	0	Each
Training/Education	0	0	Hour
Skate Park Maintenance	16	16	Hour
Ice Rink Maintenance	0	0	Hour
Miscellaneous	10	10	Hour

Parks Maintenance Monthly Highlights – November 2017

- **Contractual Maintenance**
 - *Landscape Maintenance and Mowing*
 - A & B Landscaping has completed Fall clean up.
 - The landscape maintenance contract has expired for 2017.
 - *Rain Garden Maintenance*
 - Fall clean-up is scheduled for December.
 - Spring clean-up is scheduled for April 2018.
- **General Park Maintenance**
 - *Eleanor's Park Rejuvenation*
 - Parks staff spent several days at Eleanor's Park. 3 dead trees were removed and the remaining trees were pruned.
 - Landscape beds were weeded and landscape plants pruned for increased vitality.
 - *Veeck Park Skate Park*
 - Parks staff spent two days at the skate park repairing and securing apparatus and platforms.
 - *Bathroom Shelters (KLM and Burns Field)*
 - Cleaned Monday through Friday.
 - Will remain open to accommodate winter activities.
 - *Bathroom Winterization (Peirce, Robbins, Brook, Veeck)*
 - These shelters have been winterized for the season.
 - Will re-open in April 2018.
 - *Fence Installation*
 - Fencing was installed at the East end of the KLM Creek.
 - The new playground fence at KLM was scheduled for December installation.
 - *Irrigation*
 - Irrigation was winterized at Burlington Park, including the Burlington Fountain.
- **Athletics**
 - *Fields*



MEMORANDUM

- Athletic fields closed in mid-November.
 - Goals have been stored for the winter.
 - *Irrigation*
 - Irrigation was winterized at Veeck Park, Brook Park, Robbins Park, and Burns Field.
- **Central Business District ("CBD")**
 - *Spring Tulips*
 - Over 10,000 tulip bulbs were planted in the CBD landscape beds.
 - Over 2,000 tulip bulbs were planted in park planting beds.
 - *Holiday Decorating*
 - 200 wreaths were installed on CBD light poles.
 - 11 containers were decorated throughout the CBD.



MEMORANDUM

**Village of Hinsdale
Department of Public Services
Buildings Maintenance Division
Monthly Report – November 2017**

Building Security and Fire Suppression

- Worked with Midco Systems to review the electric lock strikes needed at the Village Hall and obtained proposals for installing the new system.
- Worked with Pro One Builders to obtain a proposal on installing a door and frame at the Village Hall in the hallway to the Manager's Office.
- Worked with the Fire Department to set up a meeting with Tyco Systems to have our electronic fire detectors inspected in all Village buildings.

HVAC

- Checked the operation of all heating systems in all Village buildings, all the units are operating. Routine maintenance will be required throughout the winter.

General Maintenance

- Worked with Volt Electric to restore power to the KLM Annex. Staff winterized the building and locked up the bathrooms until the heating system was back on.
- Winterized all park buildings.
- Repaired the cupola at the Veeck Park building that was vandalized.
- Worked at the Fire Station Hose Tower to remove plastic wood planks from the top of the parapet wall around the tower. Sealed all joints and cracks in the limestone.
- Removed and reinstalled the radio antennas to a new location at the Fire Station on the Hose Tower for the roofing contractors.
- Worked with Olsson Roofing to install the new roofing system at the Fire Station Hose Tower.
- Worked with Olsson Roofing at the KLM Park Montessori School to repair a copper vent and checked other items that had problems with water entering the building.
- Olsson Roofing finished the Robbins Park Building by installing the correct gable vents.
- Monitored the project progress at the Hinsdale Public Services Garage with regards to the installation of the new metal soffit and fasciae also the painting of the steel beams.



MEMORANDUM

- Removed the old lighting fixtures at the Public Services Garage.
- Checked all the Village clocks for the time change this included outdoor lighting, building clocks, and paddle ball courts.
- Checked the electrical at the KLM North Pavilion, it was identified that all the light bulbs were taken out of the sockets, and one of the electrical breakers will not reset.
- Set up Burns Field house for the winter skating program, made repairs to electrical light socket, and replaced burned out lamps with new LED lamps.
- Replaced lamps at all Village buildings as needed. All lamps will be replaced with LED.
- Worked on Christmas decorations as needed.
- Had the Burns Field House locks rekeyed and replaced a broken door closer.
- Elevator service at the Village Hall and Memorial Building.

Administration

- Participated in snow and ice training.
- Managed all invoices.



MEMORANDUM

**Village of Hinsdale
Department of Public Services
Water Division
Monthly Report – November 2017**

Water Activity Measures

Standard Tasks	November 2017	Prev Mo	YTD 2017
Utility Locates (JULIE)	532	828	6334
B-Box/Service Locates	689	940	7311
Water Mains Located	132	224	1658
Main Break Repairs	1	2	26
B-Box/Service Repairs	2	5	32
Hydrants Replaced/Repaired	2	4	100
Service Connections/Inspections	7	3	44
Valve Installations/Repairs	0	0	5
Valves Exercised	2	4	72
Valves Located	4	6	85
Leak Investigations	3	4	38
Hydrants Flushed	3	5	116
High Bill Investigations	10	8	90
Water Fountains Serviced/Replaced	0	10	22
Disconnect Inspections	6	10	63
Meter Repairs	4	12	61
Meter/Remote Installs	12	20	371



MEMORANDUM

Meters Removed	6	10	189
Meter Readings	40	23	381

Significant issues for this month:

Water Main Break Repairs

November 2017	Prev Mo	YTD 2017
1	2	26

November Water Main Break Locations

<u>Date</u>	<u>Address</u>	<u>Pipe Size/Type</u>	<u>Air Temp.</u>	<u>Duration</u>
11/2/17	38 S. Madison	8" Ductile Iron	49	6hrs



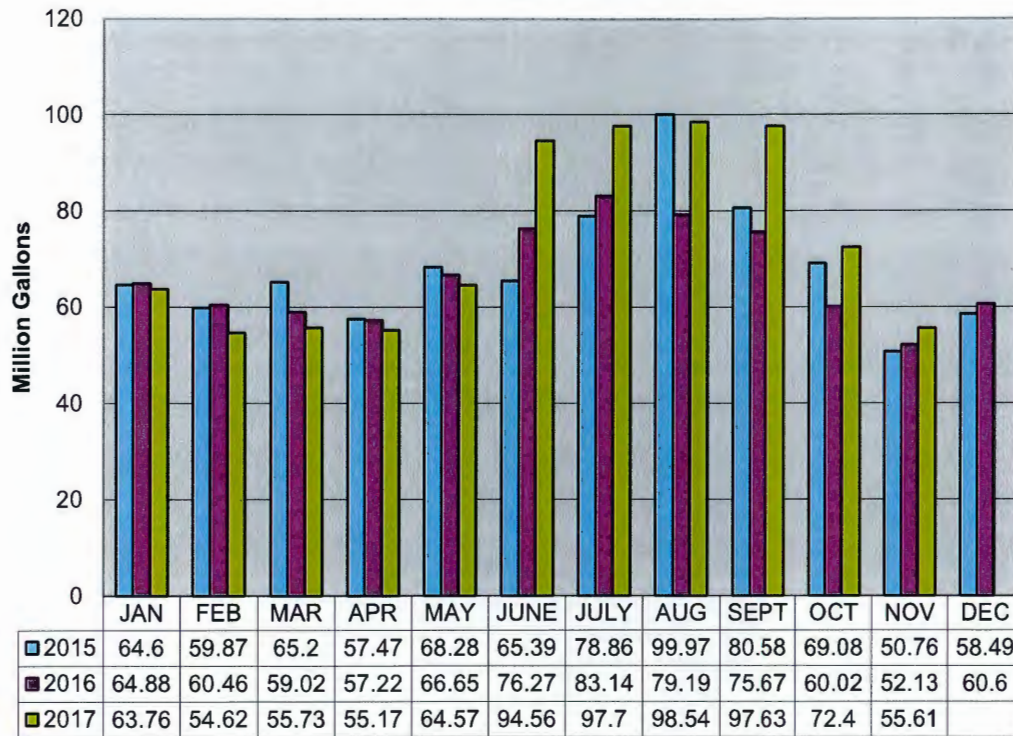
MEMORANDUM

**Village of Hinsdale
Department of Public Services
Sewer Division
Monthly Report – November 2017**

Sewer Activity Measures

Standard Tasks	November 2017	Prev Mo	YTD 2017
Catch Basins Replaced/Repaired	0	0	4
Inlet Replaced/Repaired	1	0	4
Manhole Replaced/Repaired	1	0	8
Catch Basins/Inlets Cleaned	10	15	128
Sewers Cleaned (feet) In-House	200	250	11580
Sewers Cleaned (feet) Contractor	24,785	0	25,721
Sewers Televised (feet) Contractor	5,611	0	6,547
Sewers Replaced/Repaired (feet)	6	0	91
Sewer Mains Located	7	6	48
Back-up Investigations	0	4	13
Manholes Located	14	12	113
Cave-ins Checked	1	0	15
Sewer Inspections	2	0	4
IEPA sampling due to overflow event of combined sewers (Veeck CSO)	0	2	7

MONTHLY WATER PUMPAGE



November 2017

Standard Tasks	Check Oil, Grease Fittings, Rotate Shafts(Weekly)	Bacteria Sampling
High Service/Pool Pumps #1, #2, #3, #4	✓	N/A
Well Pump Motors #2, #5, and #10	✓	✓

MEMORANDUM

Standard Tasks	November 2017	Prev Mo
Bacteria Samples	24	24
Field Chlorine	21	21
Field Turbidities	21	21
Lab Chlorine	26	26
Lab Turbidities	26	26
Lab pH	26	26
Lab Fluoride	26	26
Precipitation Readings	0	0
Temperature Readings (air)	26	26
Temperature Readings (water)	30	31
DBP Samples	0	8
Pumps Serviced	11	11
Special Well Samples	0	0
Lead and Copper	0	0



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MEMORANDUM

DATE: December 8, 2017

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

FROM: Brian King, Chief of Police

RE: Executive Summary – Police Department Activity for October & November 2017

The Village experienced a total of six burglary to automobiles during the months of October and November. These primarily involved unlocked vehicles during the overnight hours in which small items were removed from vehicles. Two vehicles were stolen during the raiding period. Both have been recovered. The vehicle thefts and burglaries are related in that offenders typically come to the neighborhood during the night time hours anticipating unlocked cars with keys or key fobs left inside the vehicles. The number of auto burglaries is less than half of what they were last year whereas auto thefts are relatively consistent. Although our numbers are relatively low, it is important to note that nearby communities have experienced much greater numbers and recognize that this is part of a regional crime pattern. Overnight patrols along with our resident's vigilance in securing their property is key to curtailing this crime pattern. The department continues to utilize social media networking and electronic sign boards to deliver this message.

In November the Central Business Center experienced a multi-offender retail theft crew that targeted one of our retail clothing stores. The department has made significant progress in investigating this crime in large part due to the attentiveness of store employees. In an effort to deter future thefts and to reinforce the sense of safety for the employees and customers of our local businesses, we have instituted a foot patrol program in the Central Business District that will continue till the end of the holiday season. Similar to the auto thefts and burglaries, it is important to note that the offenders in this particular crime are participants in a larger regional pattern. We have been working closely with the Chamber of Commerce to disseminate information and respond to their concerns.



POLICE SERVICES MONTHLY REPORT

October 2017

Police Officer Staffing October 2017	
Authorized	25
Unfilled Positions	3
Officers in Training (FTO)*	0
Officers on Leave	0
Current Number of Officers	22
Total Number of Officers Counted as Man-power	22
Number of Officers Eligible to Retire in next two years**	4

*It takes approximately 1 year for an officer to complete training to be counted as man-power

**Officers who are eligible to retire have at least 25 years of service and/or are within two years of age 50 or older

Investigations, Crime Prevention, and Youth Bureau Summary

October 2017

For the month of October 2017, the division had a total of 46 cases being investigated with 16 of them brought to disposition. The most frequent incident classifications for these cases were Fraud/Identity Theft (14), Theft (9), and Burglary from Vehicle (7).

INVESTIGATIONS DIVISION

On October 4, 2017, a 56-year-old La Grange man was charged with one count of **Failure to Reduce Speed to Avoid an Accident** and **Leaving the Scene of a Property Damage Accident**, after being stopped for striking another vehicle in traffic. The man was released on an I-bond.

On October 12, 2017, a 22-year-old woman from Langley Washington, was charged with one count of **Speeding**, one count of **Possession of Cannabis under 10 grams** and **Possession of Drug Paraphernalia**. A 21-year-old man from Chicago who was in the same vehicle, was charged with **Possession of Cannabis over 30 grams**. The woman and the man were both released on I-bonds.

On October 17, 2017, a 54-year-old Lisle man was charged with one count of **Battery** after striking a nurse in the Hinsdale Hospital Emergency room. The man was released on an I-bond.

On October 17, 2017, a 28-year-old Burr Ridge man was charged with one count of **Possession of a Controlled Substance**, after a warrant was issued for his arrest from an incident in July. The man was transported to DuPage County Jail for a bond hearing.

CRIME PREVENTION ACTIVITY

D.A.R.E. (DRUG ABUSE RESISTANCE EDUCATION)

October 5, 12, 19, 26	20 classes	Hinsdale Middle School
October 2, 16, 23, 30	8 classes	St. Isaac Jogues School
October 6, 13, 24, 31	20 classes	Hinsdale Middle School
October 4, 11, 18	4 classes	Hinsdale Adventist Academy

The Junior High D.A.R.E Program is a ten lesson program that is presented in all eighth grade classrooms in Hinsdale Public and Parochial Schools. Topics include making good decisions, consequences, decision-making, risks, drug, alcohol, tobacco awareness and resistance.

On October 3, 2017, Officer Coughlin participated in rifle training at the outdoor range in Lemont. He qualified with his rifle and participated in handgun and rifle training scenarios.

On October 4, 2017, Officer Coughlin participated in the annual Walk to School Day at St. Isaac Jogues School. He walked with students and gave stickers and high fives to them.

On October 4, 2017, Officer Coughlin participated in the annual Walk to School Day at Oak School. He walked with students and gave stickers and high fives to them. Officer Coughlin then spoke to the entire school about safety when walking or riding a bike to and from school and wearing a seat belt all times in a vehicle.

On October 4, 2017, Officer Coughlin attended the DuPage Juvenile Officers Association board meeting in Wheaton. Topics covered were meeting/training places, upcoming trainings and board meetings, membership, website and scholarships and presenters for the fall training conference.

On October 6, 2017, Officer Coughlin, Chief King, and Deputy Chiefs Bernholdt and Lillie participated in Coffee with a Cop at Café La Fortuna. The Officers spoke with residents and customers and answered many questions.

On October 14, 2017, Officer Coughlin hosted the annual Hinsdale Police Department Open House. Other agencies who helped make it successful were representatives from FIAT SWAT, Willowbrook Police Department, Hinsdale Humane Society, DuPage County Forest Preserve, DuPage County Bomb Squad, DUCOMM, Coast Guard, and BNSF Police and K9. A Less Lethal demonstration was given by SWAT officers. Many children were fingerprinted and station tours were provided. Badges, stickers, pencils and crime prevention tips were handed out. A face painter and balloon artist were also present for kids. Food and desserts were served by the Hinsdale Jr. Women's Club.

On October 16, 2017, Officer Coughlin spoke to a group of Daisy Girl Scouts at St. Isaac Jogues School about being safe and Halloween safety tips.

On October 18, 2017, Officer Coughlin attended the D181 Crisis and Safety Committee meeting at Oak School. Topics covered were the double system being installed next month, lock down drills, safety around HMS during construction, and 3M film for office windows and doors.

On October 19, 2017, Officer Coughlin assisted with a lockdown drill at Hinsdale Central High School. The drill went smoothly with a few minor challenges.

On October 19, 2017, Officer Coughlin presented the Stanger Danger program to a group of 5 to 7-year-olds at The Community House.

On October 25, 2017, Officer Coughlin attended the annual DuPage Juvenile Officers Association training conference. This year's conference was held in Willowbrook at Ashton Place Banquet Hall. DuPage County States Attorney Bob Berlin addressed the attendees and spoke about how important the role of a juvenile officer is today. Bob Berlin then swore in the new board for 2017-2018 and Officer Coughlin was sworn in as President. Presenters were Ron Wolflick from ICAC (Internet Crimes Against Children) who spoke about forensics, Sharon Cruz from U.S. Assistant Attorney General's office who spoke about subpoenas and warrants, and Chris Feller from ICAC who spoke about Internet Safety and How to Protect Children on the Internet.

On October 26, 2017, Officer Coughlin presented the 2016 Citizen's Police Academy. The citizens were welcomed by Chief King and he answered many questions. Officer Coughlin gave an overview of the program and an extensive tour of the police department and vehicles. Each week features different officers and topics.

On October 27, 2017, Officer Coughlin attended an Illinois Juvenile Officers Association state training conference committee meeting. Topics covered were the location of the event, juvenile topics, instructors and times/dates.

On October 30, 2017, Officer Coughlin participated in a conference call for the Mental Health Opportunities for Youth Diversion Task Force. Topics covered were station adjustment & diversion program data collection and juvenile assessment centers.

On October 31, 2017, Officer Coughlin drove around Hinsdale handing out glow necklaces to children who were Trick or Treating, spoke with many parents, and kept an extra watch on the children.

On October 6, 13 & 20, 2017, Officer Coughlin walked the Business District monitoring the behavior of middle school students. He spoke with teens, shoppers, business owners, and handled any incidents related to the students.

YOUTH BUREAU SUMMARY

On September 29, 2017, at approximately 1:30pm an officer was dispatched to Hinsdale Central High School to investigate a possible drug transaction involving a high school junior and senior. The junior student was searched and 15 THC capsules were found as well as large amounts of cash and 7 vape pods. The senior student was questioned by school officials and admitted to purchasing 2 THC tablets from the junior student. The junior was charged with **Delivery of Cannabis on School Grounds**. Charges were **Direct Filed to Juvenile Probation**.

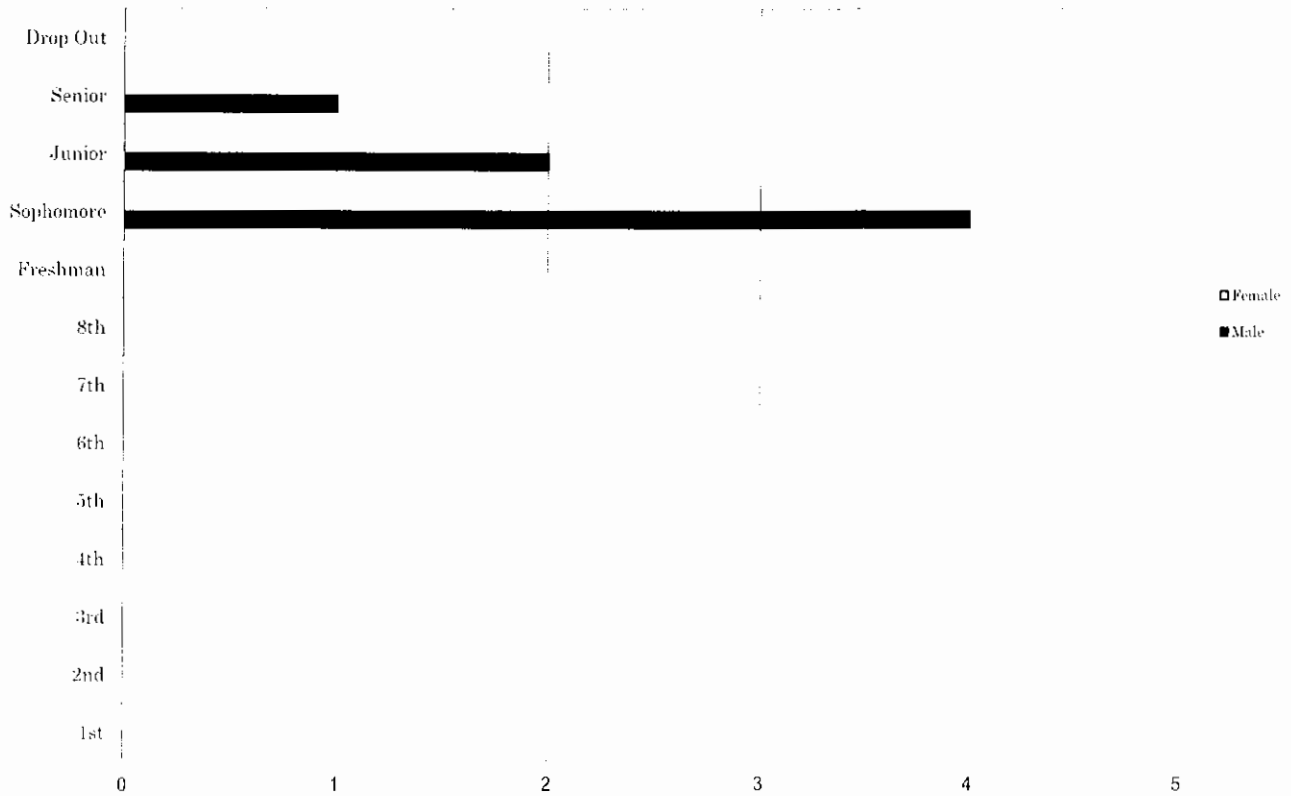
On October 6, 2017, at approximately 7:55pm, an officer was dispatched to check on males walking near 8th and Grant St. When the officer located the suspects, one high school sophomore was in possession of a hand held Slow/Stop sign. He was charged with **Theft** and the other high school senior was charged with **Disorderly Conduct**. Both were **Released to Parent/Guardian**.

On October 7, 2017, at approximately 10:02pm, an officer was dispatched for a report of 3 male juveniles shining a laser pointer into vehicles. The three males were found and admitted to shining the laser into vehicles and apologized. They were charged with **Disorderly Conduct** and **Released to Parent/Guardian**.

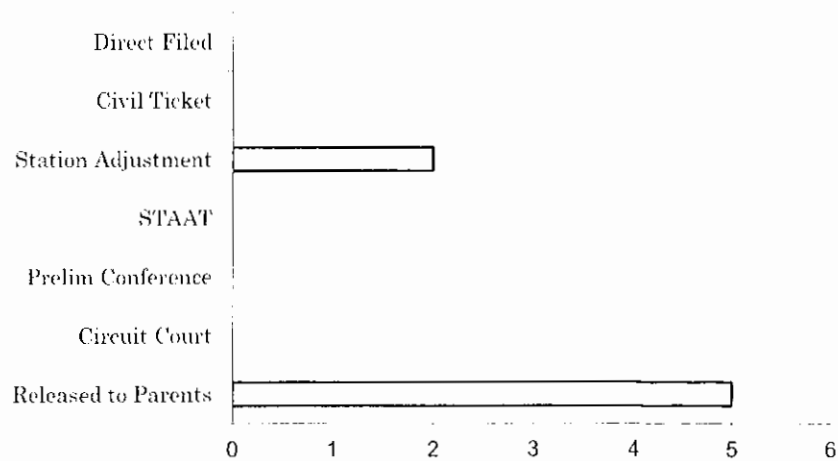
On October 19, 2017, at approximately 11:30am, a police officer was contacted regarding a complaint of an inappropriate photo being shown to students the previous day at Hinsdale Central High School. The high school junior's phone was searched and the photo was located. The student was charged with **Disorderly Conduct**. A **Station Adjustment** was issued.

Hinsdale Police Department
JUVENILE MONTHLY REPORT
 October 2017

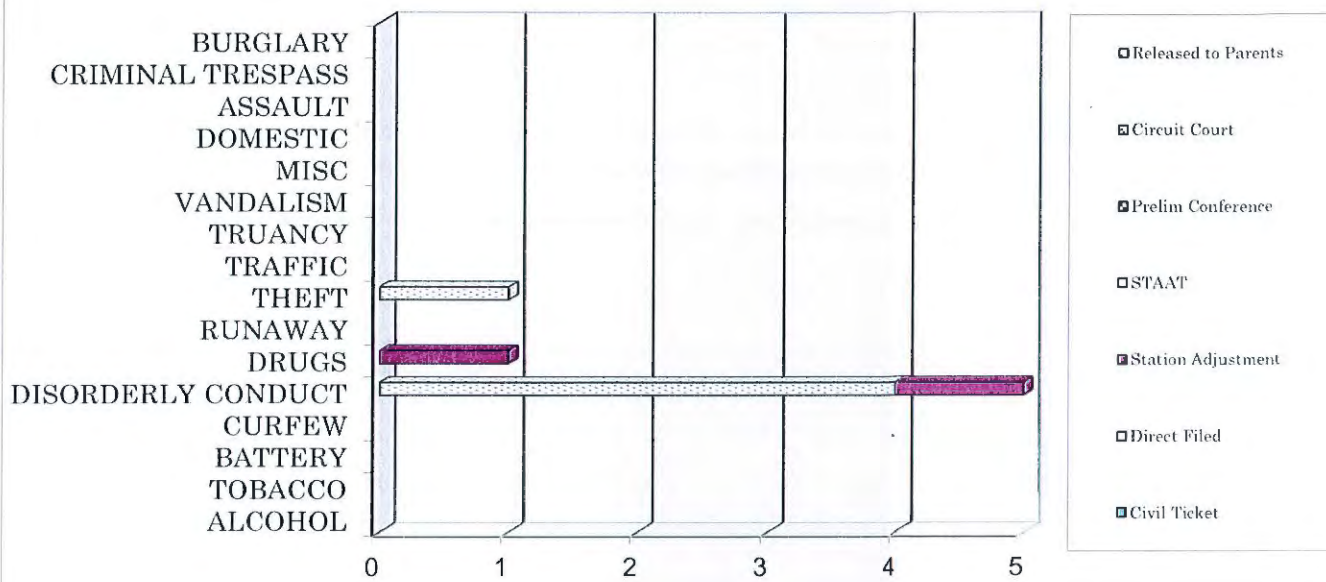
AGE AND SEX OF OFFENDERS



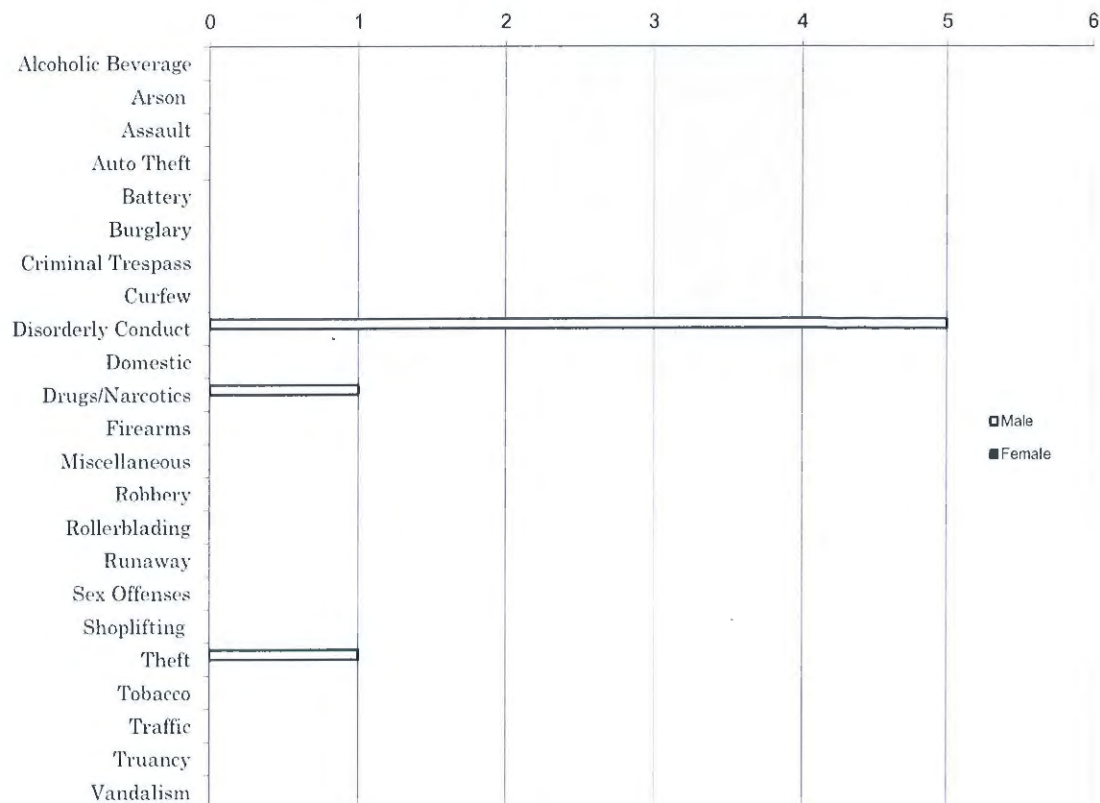
DISPOSITION OF CASES



DISPOSITION BY OFFENSE TYPE



Juvenile Monthly Offenses Total Offenses by Offense Type



NOTABLE TRAFFIC INFORMATION REQUESTS AND ACTIVITY OCTOBER 2017

Traffic Safety Reviews:

Post Oak Street Bridge Construction Traffic Volume Analysis – Traffic volume counts are being collected for comparison to benchmark data collected pre-bridge construction in October 2013. The analysis will show differences in traffic volumes in a pre/post construction analysis.

County Line Road & Ninth Street – Oak School PTO has expressed interest in the purchase of a speed feedback sign, similar to those installed at Monroe and Madison schools, to address on-going concerns of speeding vehicles and increased traffic volumes at this intersection. A formal proposal/request has not yet been submitted to the Village.

North & Bruner Streets: An intersection review of site conditions is in-progress following concerns about landscape growth on the northeast corner of the intersection that is impeding on motorists' vision.

Third & Lincoln Streets: An intersection review of the site conditions is in-progress following concerns about parked vehicles on the northeast corner of the intersection that are impeding on motorists' vision.

Quincy Street & Chicago Avenue: An intersection review of site conditions is in-progress following concerns about landscape growth on the northeast corner of the intersection that is impeding on motorist's vision.

Other Traffic related activity:

October Enforcement Campaign: Between October 27 and November 1, Hinsdale Officers participated in multiple State of Illinois seat belt enforcement zones and DUI saturation patrols. They arrested 2 DUI drivers, issued 7 seat belt citations, 13 other violations and 10 warnings.

SELECTIVE ENFORCEMENT ACTIVITY

(Number of Traffic Stops)

<u>NORTH SIDE</u>		<u>SOUTH SIDE</u>	
Chicago Ave: Rt. 83 to Monroe (135)		County Line Road: 47 th to 55 th (25)	
County Line Road: Walnut to Ogden (0)		55 th Street (155)	
Madison: North to Ogden (15)			
Ogden Avenue (30)			
York Road: The Lane to Ogden (0)			
SPEED TRAILER	SPEED FEEDBACK SIGN	SPEED SURVEYS	

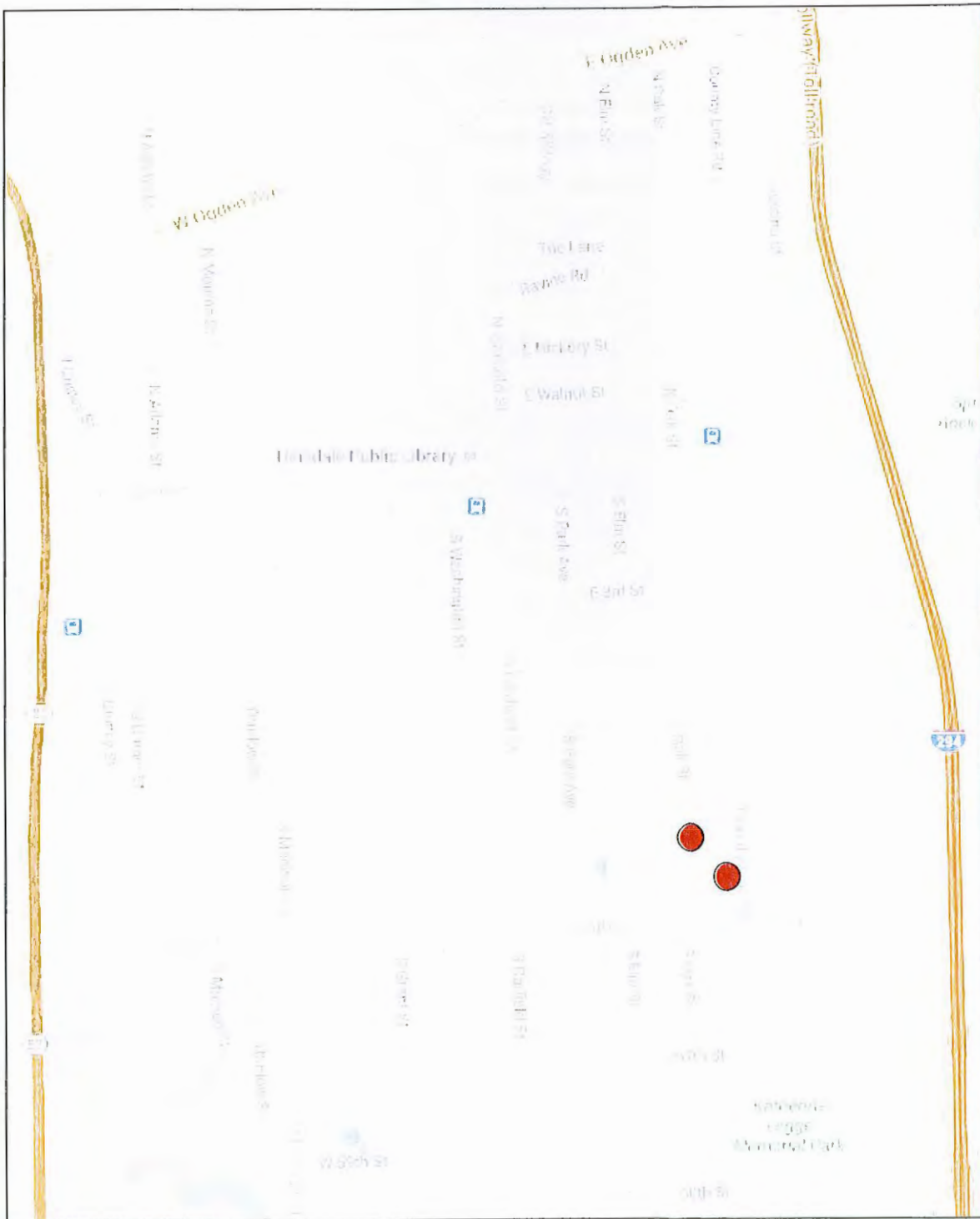
TRAFFIC ENFORCEMENT

October 2017

<i>* Includes Citations and Warnings</i>	This Month	This Month Last Year	YTD	Last YTD
Speeding	215	152	1,886	1,843
Disobeyed Traffic Control Device	39	91	287	583
Improper Lane Usage	26	36	298	343
Insurance Violation	10	8	97	107
Equipment or Registration Offense	71	86	585	759
Seatbelt Violation	9	1	63	62
Stop Signs	26	84	494	453
Yield Violation	14	10	106	95
No Valid License/Suspended/Revoked	7	9	109	88
Railroad Violation	0	1	20	12
Cellular Phone Violations	36	26	481	328
Other	34	54	406	469
TOTALS	487	558	4,832	5,142

BURGLARIES

October 2017



- Burglaries (includes Residential) and Attempted Burglaries
- Burglaries from Motor Vehicles (includes Trespass and Theft from Vehicles)

MONTHLY OFFENSE REPORT

October 2017

CRIME INDEX	This Month	This Mo. Last Year	Year To Date	Last Year To Date
1. Criminal Homicide	0	0	1	0
2. Criminal Sexual Assault/Abuse	1	0	3	0
3. Robbery	0	0	1	0
4. Assault and Battery, Aggravated	0	0	1	0
5. Burglary	0	0	16	9
6. Theft	8	18	71	141
7. Auto Theft	1	0	9	13
8. Arson	0	0	0	0
TOTALS*	10	18	102	163

* The Illinois Uniform Crime Reporting guidelines are specific for classification of crime activity by hierarchy of the offense-type, which results in the table of index crime offenses in this table to have slight variance from the Call for Service table on the following page.

SERVICE CALLS—October 2017

	This Month	This Month Last Year	This Year to Date	Last Year To Date	% CHANGE
Sex Crimes	1	0	9	3	200
Robbery	0	0	1	0	100
Assault/Battery	1	5	24	19	26
Domestic Violence	7	13	105	117	-10
Burglary	0	0	8	3	167
Residential Burglary	0	0	7	9	-11
Burglary from Motor Vehicle	2	13	28	69	-59
Theft	5	8	37	66	-44
Retail Theft	1	1	5	20	-75
Identity Theft	2	3	45	57	-21
Auto Theft	2	0	11	13	-15
Arson/Explosives	0	0	0	0	0
Deceptive Practice	0	1	3	2	50
Forgery/Fraud	5	12	68	54	26
Criminal Damage to Property	13	8	103	59	75
Criminal Trespass	5	8	24	29	-17
Disorderly Conduct	6	10	36	50	-28
Harassment	7	7	45	53	-15
Death Investigations	1	0	17	13	31
Drug Offenses	6	4	47	58	-19
Minor Alcohol/Tobacco Offenses	0	4	8	21	-62
Juvenile Problems	8	7	94	102	-8
Reckless Driving	10	14	140	108	30
Hit and Run	2	8	67	90	-26
Traffic Offenses	12	10	144	131	10
Motorist Assist	31	30	270	261	3
Abandoned Motor Vehicle	3	1	15	10	50
Parking Complaint	33	32	285	327	-13
Auto Accidents	55	60	513	553	-7
Assistance to Outside Agency	130	39	546	494	11
Traffic Stops	400	478	4,126	4,112	0
Noise complaints	10	21	98	99	-1
Vehicle Lockout	26	26	180	241	-25
Fire/Ambulance Assistance	111	96	1,175	1,037	13
Alarm Activations	104	101	1,007	1,052	-4
Open Door Investigations	5	3	45	47	-4
Lost/Found Articles	6	19	157	171	-8
Runaway/Missing Persons	4	4	18	29	-38
Suspicious Auto/Person	93	114	746	701	6
Disturbance	1	0	17	17	0
911 hangup/misdial	18	21	209	229	-9
Animal Complaints	47	42	371	373	-1
Citizen Assists	66	63	469	476	-1
Solicitors	14	6	95	77	23
Community Contacts	4	5	33	51	-35
Curfew/Truancy	0	1	6	9	-33
Other	212	258	2,314	2,389	-3
TOTALS	1,469	1,556	13,771	13,901	-6

*Higher totals in the "Other" classification are due to incident numbers being generated by DuComm for many administrative matters that would not have required an incident number previously with SWCD, or incidents that are not specific to an IUCR offense specified in the monthly report. Examples include: mutual aid requests for the fire department to other towns, administrative duties, transport of prisoners, complaint cancellation, in-service training, and child seat inspections.

Hinsdale Police Department

Training Summary October 2017

All sworn officers completed monthly legal update training, focused on warrantless searches, joint-tenancy issues, entry onto private property, cultural competency.

Additional events attended by department members include:

Breathalyzer Operator

Oct 10-11; PO Sward

PowerDMS Software Workshop

Oct 17; SGT Hayes

Drugged Driver Detection

Oct 17-19; PO Caughie

Ethnic & Cultural Awareness for Patrol Officers

Oct 19; PO Ruban

Responding to School Drug Impairment

Oct 26; SRO Holeccek

Police Forum

Intergovernmental Risk Management Agency

Oct 26; SGT Wodka

Liquor License Inspections for Local Law Enforcement

Oct 27; PO Kowal

Response-to-Threat Scenario Based Exercises

Oct 30: POs Blake, Sward, Grabn

LEADS Less-Than-Full-Access

Online: SGT Susmarski, PO Huckfeldt

FIAT SWAT training:

- PO Berland (tactical operator) attended monthly Team training days.
- DET Krefft (crisis/hostage negotiator) attended monthly negotiator training.

Submitted by:

Sergeant Louis Hayes, Jr. #008

Department Training Coordinator

October 2017 Collision Summary

All Collisions at Intersections						Right-Angle Collisions at Intersections					
						<i>Collisions of this type are considered when reviewing MUTCD Warrants</i>					
LOCATION	30 days	12 Months	2 Years	3 Years	5 Years	LOCATION	30 days	12 Months	2 Years	3 Years	5 Years
County Line Rd. & 55th	2	8	11	17	32	County Line Rd. & Ogden	2	8	10	14	50
County Line Rd. & Ogden	1	10	16	22	48	Elm & Walnut	1	1	4	5	7
Garfield & Chicago	1	10	17	24	40	Lincoln & Maple	1	1	1	1	2
Garfield & Hickory	1	4	7	9	15	Madison & Ogden	1	4	6	8	20
Garfield & Maple	1	1	2	2	6	Madison & Warren Ter.	1	1	1	1	2
Lincoln & Ogden	1	7	8	9	16	Monroe & Chestnut	1	1	1	1	9
Madison & 55th	1	9	13	17	26	Monroe & Chicago	1	3	7	9	18
Madison & Eighth	1	2	3	3	5	Oak & Ogden	1	3	4	6	21
Monroe & Seventh	1	1	1	2	4	Stough & Chestnut	1	1	1	1	2
Oak & Chicago	1	1	2	5	12	Washington & Walnut	1	1	2	2	3
Oak & Ogden	1	5	7	13	21						
Rt. 83 & 55th	1	11	16	19	36						
Rt. 83 & Ogden	1	4	6	9	20						
Salt Creek & Ogden	1	2	3	5	8						
Washington & Hinsdale	1	3	6	7	8						
York & Ogden	1	10	17	21	41						
TOTALS	16	47	43	58	209						

Contributing Factors and Collision Types			
Contributing Factors:		Collision Types:	
Failure to Yield	10	Private Property	7
Improper Backing	6	Hit & Run	4
Failure to Reduce Speed	10	Personal Injury	5
Following too Closely	5	Pedestrian	1
Driving Skills/Knowledge	1	Bicyclist	0
Improper Overtaking/Passing	0		
Exceeding Safe Speed for Conditions	0		
Improper Turning	2	Crashes by Day of the Week:	
Disobeyed Traffic Signals	1	Sunday	3
Improper Lane Usage	2	Monday	5
Had Been Drinking	0	Tuesday	9
Vehicle Equipment	0	Wednesday	5
Vision Obscured	1	Thursday	5
Driving Wrong Way	0	Friday	8
Distraction	1	Saturday	1
Weather	1		
		TOTAL	36

Hinsdale Police Department

Manual on Uniform Traffic Control Devices Warrants

Section 2B.04 Yield/Stop Signs

The use of YIELD or STOP signs should be considered at the intersection of two minor streets or local roads where the intersection has three or more approaches and where one of more of the following conditions exist:

- A. The combined vehicular, bicycle, and pedestrian volume entering the intersection from all approaches averages more than 2,000 units per day;
- B. The ability to see conflicting traffic on an approach is not sufficient to allow a road user to stop or yield in compliance with the normal right-of-way rule if such stopping or yielding is necessary; and/or
- C. Crash records indicate that five or more crashes that involve the failure to yield right-of-way at the intersection under the normal right-of-way rule have been reported within a 3-year period, or that three or more such crashes have been reported within a 2-year period.

YIELD or STOP signs should not be used for speed control.

Section 2B.07 Multi-Way Stop Applications

Multi-way stop control can be useful as a safety measure at intersections if certain traffic conditions exist. Safety concerns associated with multi-way stops include pedestrians, bicyclists, and all road users expecting other road users to stop. Multi-way stop control is used where the volume of traffic on the intersecting roads is approximately equal.

Guidance:

The decision to install multi-way stop control should be based on an engineering study. The following criteria should be considered in the engineering study for a multi-way STOP sign installation:

A. Where traffic control signals are justified, the multi-way stop is an interim measure that can be installed quickly to control traffic while arrangements are being made for the installation of the traffic control signal.

B. Five or more reported crashes in a 12-month period that are susceptible to correction by a multi-way stop installation. Such crashes include right-turn and left-turn collisions as well as right-angle collisions.

C. Minimum volumes:

- 1. The vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day; and
- 2. The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches (total of both approaches) averages at least 200 units per hour for the same 8 hours, with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour; but
- 3. If the 85th -percentile approach speed of the major-street traffic exceeds 40 mph, the minimum vehicular volume warrants are 70 percent of the values provided in Items 1 and 2.

D. Where no single criterion is satisfied, but where Criteria B, C.1, and C.2 are all satisfied to 80 percent of the minimum values. Criterion C.3 is excluded from this condition.

CITATIONS—October 2017

CITATIONS BY LOCATION

		This Month	This Month Last Year	YTD	Last YTD
Chestnut Lot	<i>Commuter Permit</i>	45	27	361	341
Highland Lot	<i>Commuter Permit</i>	20	17	259	233
Village Lot	<i>Commuter Permit</i>	33	43	507	374
Washington Lot	<i>Merchant Permit</i>	45	51	471	650
Hinsdale Avenue	<i>Parking Meters</i>	221	122	2,340	3,233
First Street	<i>Parking Meters</i>	206	133	2,134	3,277
Washington Street	<i>Parking Meters</i>	213	178	2,845	3,645
Lincoln Street	<i>Parking Meters</i>	21	11	180	211
Garfield Lot	<i>Parking Meters</i>	49	58	586	784
Other	<i>All Others</i>	349	377	3,525	3,999
TOTALS		1,202	1,017	13,208	16,747

VIOLATIONS BY TYPE

Parking Violations				
<i>METER VIOLATIONS</i>	783	511	8,677	11,825
<i>HANDICAPPED PARKING</i>	5	4	21	65
<i>NO PARKING 7AM-9AM</i>	27	29	283	332
<i>NO PARKING 2AM-6AM</i>	111	128	1,152	1,175
<i>PARKED WHERE PROHIBITED BY SIGN</i>	35	42	415	469
<i>NO VALID PARKING PERMIT</i>	20	33	457	498
Vehicle Violations				
<i>VILLAGE STICKER</i>	87	64	665	533
<i>REGISTRATION OFFENSE</i>	51	117	559	827
<i>VEHICLE EQUIPMENT</i>	16	1	66	70
Animal Violations	2	12	40	49
All Other Violations	65	76	873	904
TOTALS	1,202	1,017	13,208	16,747

Social Networking Monthly Status Report

October 2017

The **Hinsdale Police Department** continues to publicly advocate its community notification via social media. During the past reporting period, posts were disseminated on the following topics:

Posted pictures from Madison Elementary Walk to School Day.

Invited residents to Coffee with a Cop at La Fortuna in Hinsdale on Friday, October 6th.

Posted pictures of Coffee with a Cop at Café La Fortuna.

Alerted residents of increased police presence in the area of Hinsdale Central due to an alarm pulled for an active threat.

Informed residents that it was a false activation at HCHS and no active threat.

Invited the community to join us at the Police and Fire Department Open House on Saturday, Oct 14th.

Announced that Sunday October 15th is the Rotary Run Classic.

Reminded the community that the Police and Fire Department Open House begins at 11am.

Thanked the BNSF Police for bringing Baro, their K-9 Officer to the Open House.

Eight Facebook posts provided information on people presenting at the Open House including the DuPage County Sheriff bomb unit, the Willowbrook PD, DUCOMM, Coast Guard, Forest Preserve District and the Hinsdale Humane Society.

Thanked Hinsdale Junior Women's Club for keeping the treats stocked at the Open House.

Alerted residents about a water main break on 55th Street East of Garfield. Updated residents that work has been completed and barricades are removed.

Notified that the Police Department Annual Report has been published and is available for pick up at the station.

Alerted the community that a vehicle was reported stolen in the 400 E. Block of 9th St.

Posted the paving schedule in Hinsdale.

Reminded everyone to have a designated driver on Halloween.

Updated the paving schedule.

Reminded residents to be safe on Halloween and listed safety tips for trick or treating.

NUMBER OF FOLLOWERS

Facebook: 1,991

Twitter: 1,510

Hinsdale Police Department



POLICE SERVICES MONTHLY REPORT

November 2017

Police Officer Staffing November 2017	
Authorized	25
Unfilled Positions	3
Officers in Training (FTO)*	0
Officers on Leave	0
Current Number of Officers	22
Total Number of Officers Counted as Man-power	22
Number of Officers Eligible to Retire in next two years**	4

*It takes approximately 1 year for an officer to complete training to be counted as man-power

**Officers who are eligible to retire have at least 25 years of service and/or are within two years of age 50 or older

Investigations, Crime Prevention, and Youth Bureau Summary

November 2017

For the month of November 2017, the division had a total of 45 cases being investigated with 15 of them brought to disposition. The most frequent incident classifications for these cases were Fraud/Identity Theft (12), Burglary from Vehicle (10), and Theft (6).

INVESTIGATIONS DIVISION

On September 28, 2017, a 56-year-old Brookfield woman was charged with one count of **Theft of Services** after failing to pay for taxi services. The woman was released on an I-bond.

On November 2, 2017, a 51-year-old Hinsdale woman was charged with two counts of **Domestic Battery** after an altercation with a family member. The woman was transported to DuPage County Jail for a bond hearing.

On November 9, 2017, 19-year-old Lisle woman was charged with one count of **Theft under \$500.00** and one count of **Credit Card Fraud**, after a victim's debit card was lost and/or stolen, then used for multiple purchases throughout the western suburbs. The woman was transported to DuPage County Jail for a bond hearing.

On November 16, 2017, a 39-year-old Hinsdale woman was charged with one count of **Battery**, and a 42-year-old Hinsdale man was charged with one count of **Disorderly Conduct**, after an altercation on November 1, 2017. Warrants were obtained and the two suspects turned themselves in and bonded out with court dates to follow.

CRIME PREVENTION ACTIVITY

D.A.R.E. (DRUG ABUSE RESISTANCE EDUCATION)

November 2, 16	10 classes	Hinsdale Middle School
November 6, 27	4 classes	St. Isaac Jogues School
November 7, 17	10 classes	Hinsdale Middle School
November 1, 8, 15, 29	4 classes	Hinsdale Adventist Academy

The **Junior High D.A.R.E Program** is a ten lesson program that is presented in all eighth grade classrooms in Hinsdale Public and Parochial Schools. Topics include making good decisions, consequences, decision-making, risks, drug, alcohol, tobacco awareness and resistance.

On November 1, 2017, Officer Coughlin attended the DuPage Juvenile Officers Association board meeting in Wheaton. Topics covered were meeting/training places, annual Juvenile Legal Update in January, upcoming trainings and board meetings, membership, website and scholarships, location and presenters for the fall training conference.

On November 7, 2017, Officer Coughlin visited a class of kindergarteners at Oak School. He spoke about being a community worker, stranger danger, and safety tips.

On November 14, 2017, Officer Coughlin visited a group of Daisy Scouts at Oak School. He spoke about being a community worker, stranger danger, and safety tips.

On November 15, 2017, Officer Coughlin assisted Social Workers at Hinsdale Middle School present Digital Media/Internet Safety training to all of the 6th grade students.

On November 15, 2017, Officer Coughlin and Hinsdale Middle School Social Worker Dr. Kaisa gave a presentation on Teens & Social Media to the Hinsdale Middle School P.T.O.. Officer Coughlin also gave a presentation on vaping, answered questions from the parents, and was invited back to give another presentation.

On November 15, 2017, Officer Coughlin attended the D181 Crisis and Safety Committee meeting. Topics covered were the double buzzer system being installed next month, reciprocal recording agreement, HMS traffic concerns, and updating portable radios.

On November 17, 2017, Officer Coughlin walked the Business District monitoring the behavior of middle school students. He spoke with teens, shoppers, business owners and handled any incidents related to the students.

On November 20, 2017, Officer Coughlin attended a Soliciting Ordinance meeting to review the new ordinance, update solicitor forms, prepare soliciting stickers, implement the Do Not Solicit List, and discuss the soliciting vests.

On November 29, 2017, Officer Coughlin visited a class of kindergarteners at The Lane School. He spoke about being a community worker, stranger danger, and safety tips.

On November 29, 2017, Officer Coughlin visited a class of First graders at The Lane School. He spoke about being a community worker, stranger danger, and safety tips.

On November 30, 2017, Officer Coughlin visited a class of kindergarteners at Prospect School. He spoke about being a community worker, stranger danger, and safety tips.

On November 30, 2017, Officer Coughlin met with a college student who is a Criminal Justice major. The student interviewed Officer Coughlin about the juvenile justice system and abuse cases against juveniles.

On November 2, 16 & 30, 2017, Officer Coughlin presented the 2017 Citizen's Police Academy. Topics covered were Police Operations, Police Academy, FTO Program, Criminal Justice, D.U.I's, and Constitutional Law.

YOUTH BUREAU SUMMARY

On November 1, 2017, the School Resource Officer was asked to assist with a male high school sophomore suspected of consuming alcohol on school grounds. The student tested positive for alcohol. The student was charged with **Underage Consumption of Alcohol** and ordered to appear in **Field Court**.

On November 9, 2017, the School Resource Officer issued a citation for **School Curfew** to a male high school junior that had been truant 27 times. He was ordered to appear in **Field Court**.

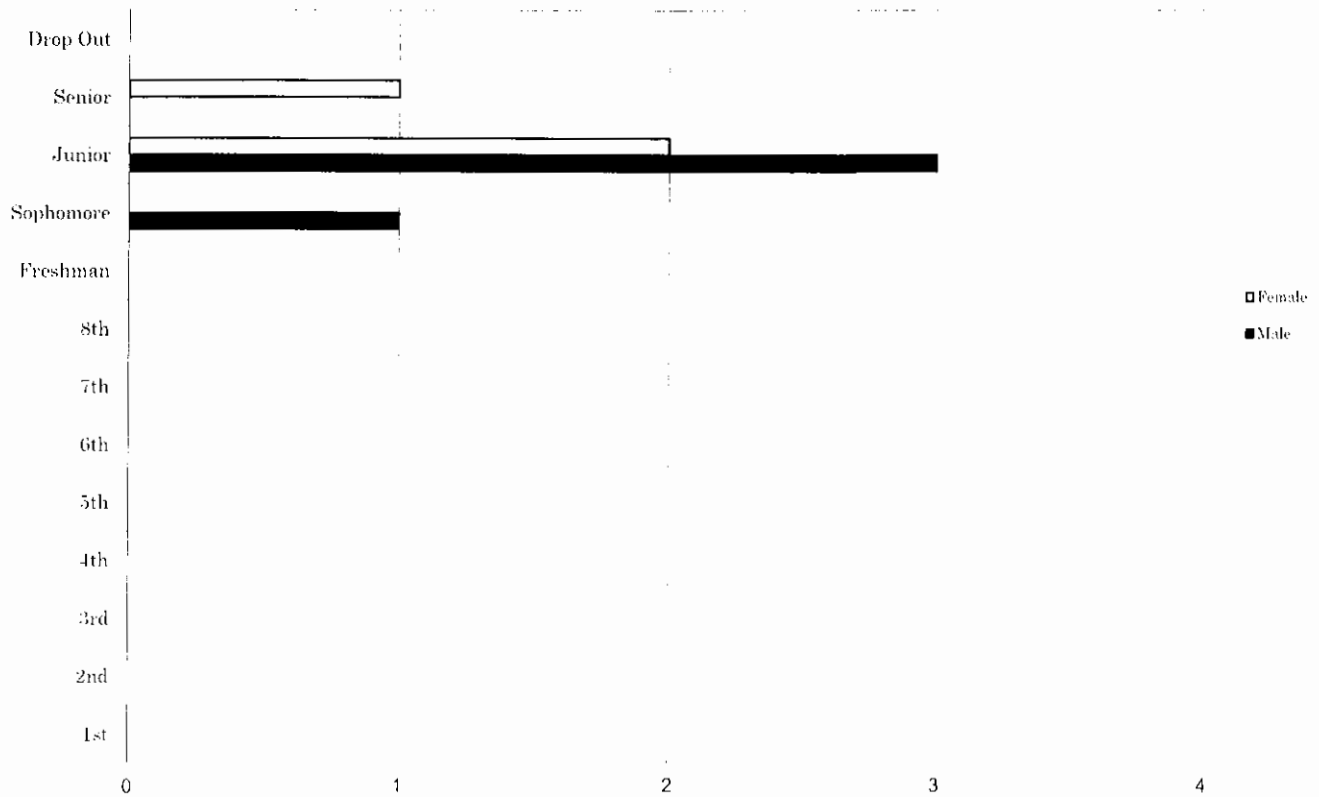
On November 23, 2017, an officer stopped a vehicle driving suspiciously and without signaling. The female driver, a high school senior, admitted to drinking alcohol and was found to have an opened bottle of alcohol in her possession. She was also administered Field Sobriety tests and charged with **DUI**, **Open Alcohol**, and **Improper Lane Usage**. She was ordered to appear in **Circuit Court**.

On November 26, 2017, an officer observed a car parked at Katherine Legge Park at approximately 2:06am. The three occupants, two female and one male, were all high school juniors. An empty bottle of alcohol was found in the vehicle and the male suspect tested positive for alcohol consumption. The two females violated **Curfew** and were **Released to a Parent**. The male was charged with **Unlawful Consumption of Alcohol** and ordered to appear in **Field Court**.

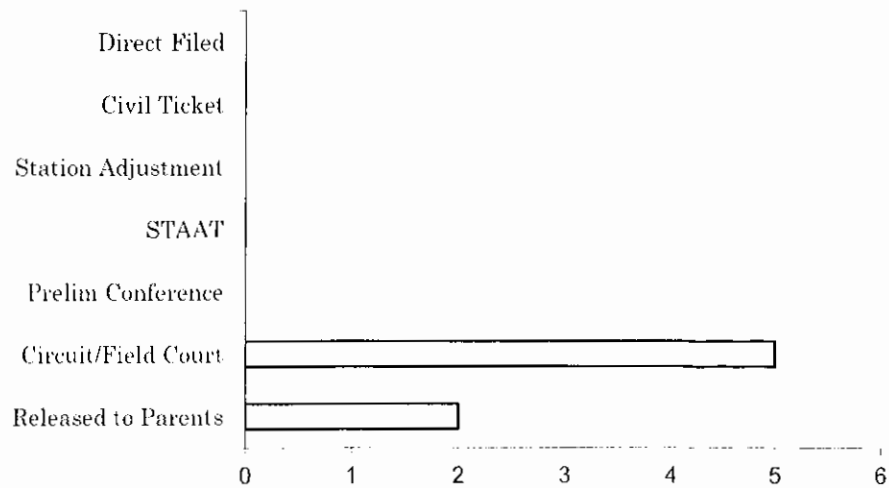
On November 29, 2017, a male high school junior was found to have unexcused absences for four days in November. He was issued a citation by the School Resource Officer for **School Curfew** and ordered to appear in **Field Court**.

Hinsdale Police Department
JUVENILE MONTHLY REPORT
 November 2017

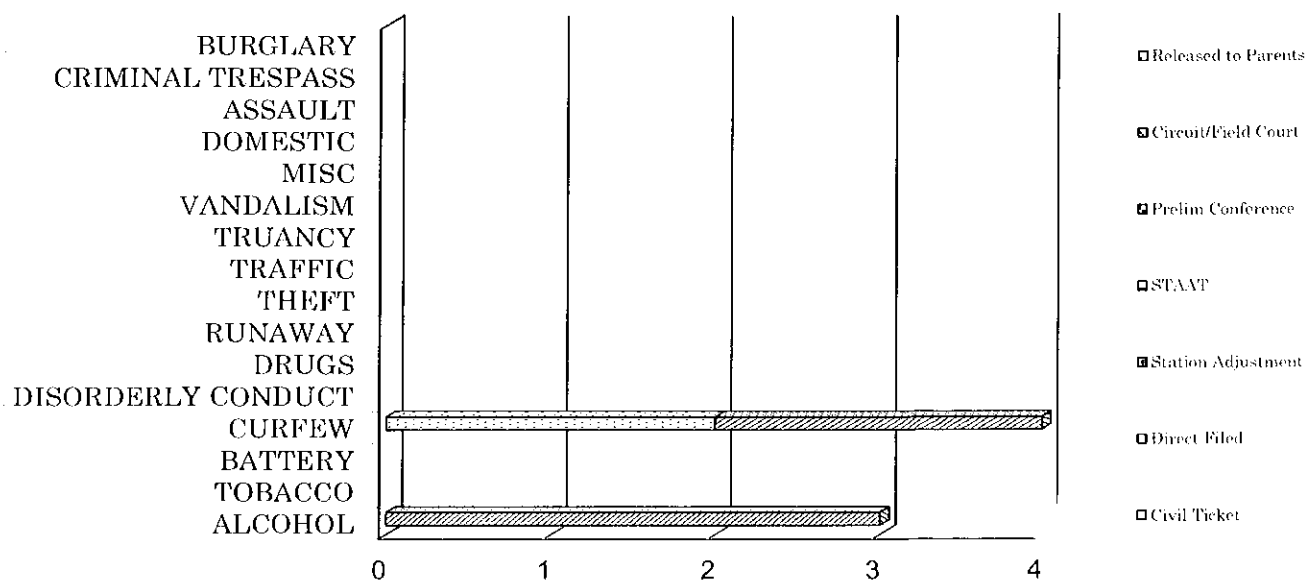
AGE AND SEX OF OFFENDERS



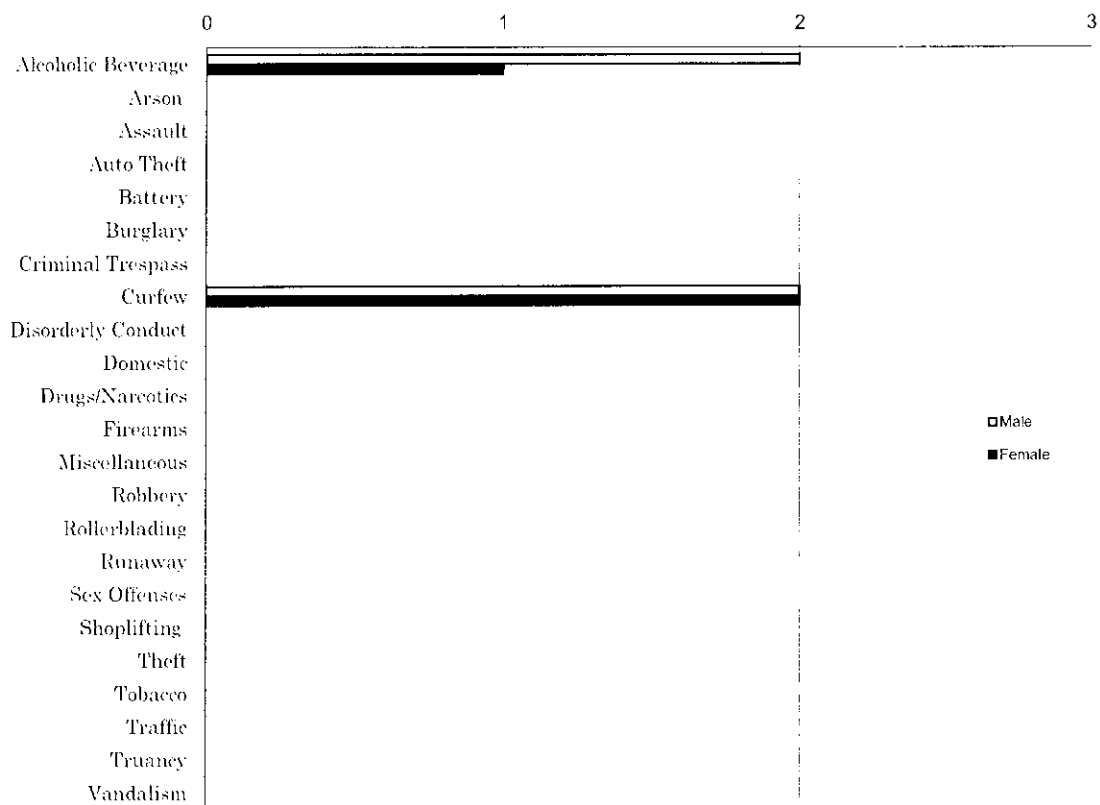
DISPOSITION OF CASES



DISPOSITION BY OFFENSE TYPE



Juvenile Monthly Offenses Total Offenses by Offense Type



Hinsdale Police Department

NOTABLE TRAFFIC INFORMATION REQUESTS AND ACTIVITY

November 2017

Traffic Safety Reviews:

Post Oak Street Bridge Construction Traffic Volume Analysis – Traffic volume counts are being collected for comparison to benchmark data collected pre-bridge construction in October 2013. The analysis will show differences in traffic volumes in a pre/post construction analysis.

County Line Road & Ninth Street – Oak School PTO has expressed interest in the purchase of a speed feedback sign, similar to those installed at Monroe and Madison schools, to address on-going concerns of speeding vehicles and increased traffic volumes at this intersection. A formal proposal/request has not yet been submitted to the Village.

Third & Lincoln Streets: Recommendations were made to relocate the "No Parking Here to Corner" sign on northbound Lincoln Street in the 200 S. block further north to increase the site distance for drivers who are stopped at the westbound stop sign on W. Third Street. A resident reported a site obstruction issue at the intersection due to parked vehicles.

Second & Lincoln Street: Recommendations were made to erect a "No Parking Here to Corner" sign on northbound Lincoln Street in the 200 S. block south of the W. Second Street crosswalk to increase the site distances for drivers who are stopped at the westbound stop sign on W. Second Street. A resident reported a site obstruction issue at the intersection due to parked vehicles.

Quincy Street & Chicago Avenue: An intersection review was conducted and determined plantings on private property slightly obstructed the view of drivers stopped at the southbound stop sign on S. Quincy Street. Prior to contact with the resident, the plantings were trimmed to be within standards. A follow up will be conducted in the summer of 2018 to verify the plantings remain trimmed within allowed levels.

Seventh & Bruner Streets: An intersection review was conducted following a request by a resident for yield signs. A recommendation to erect yield signs on eastbound and westbound W. Seventh Street will be forwarded to the Village Board for review.

North & Bruner Streets: An intersection review of site conditions is in-progress following concerns about landscape growth on the northeast corner of the intersection that is impeding on motorists' vision.

Other Traffic related activity:

Thanksgiving Enforcement Campaign: Between November 17 and 27, Hinsdale Officers participated in a State of Illinois seat belt enforcement zones and multiple DUI saturation patrols. They arrested 3 DUI drivers, issued 4 seat belt citations, 13 other violations, and 10 warnings.

SELECTIVE ENFORCEMENT ACTIVITY

(Number of Traffic Stops)

NORTH SIDE

Chicago Ave: Rt. 83 to Monroe (220)
County Line Road: Walnut to Ogden (50)
Madison: North to Ogden (250)
Ogden Avenue (0)
York Road: The Lane to Ogden (0)

SOUTH SIDE

County Line Road: 47th to 55th (120)
55th Street (25)

SPEED TRAILER

SPEED FEEDBACK SIGN

SPEED SURVEYS

n/a

Fuller Rd. at 100 E. Block

Jackson St. at 600 S. Block

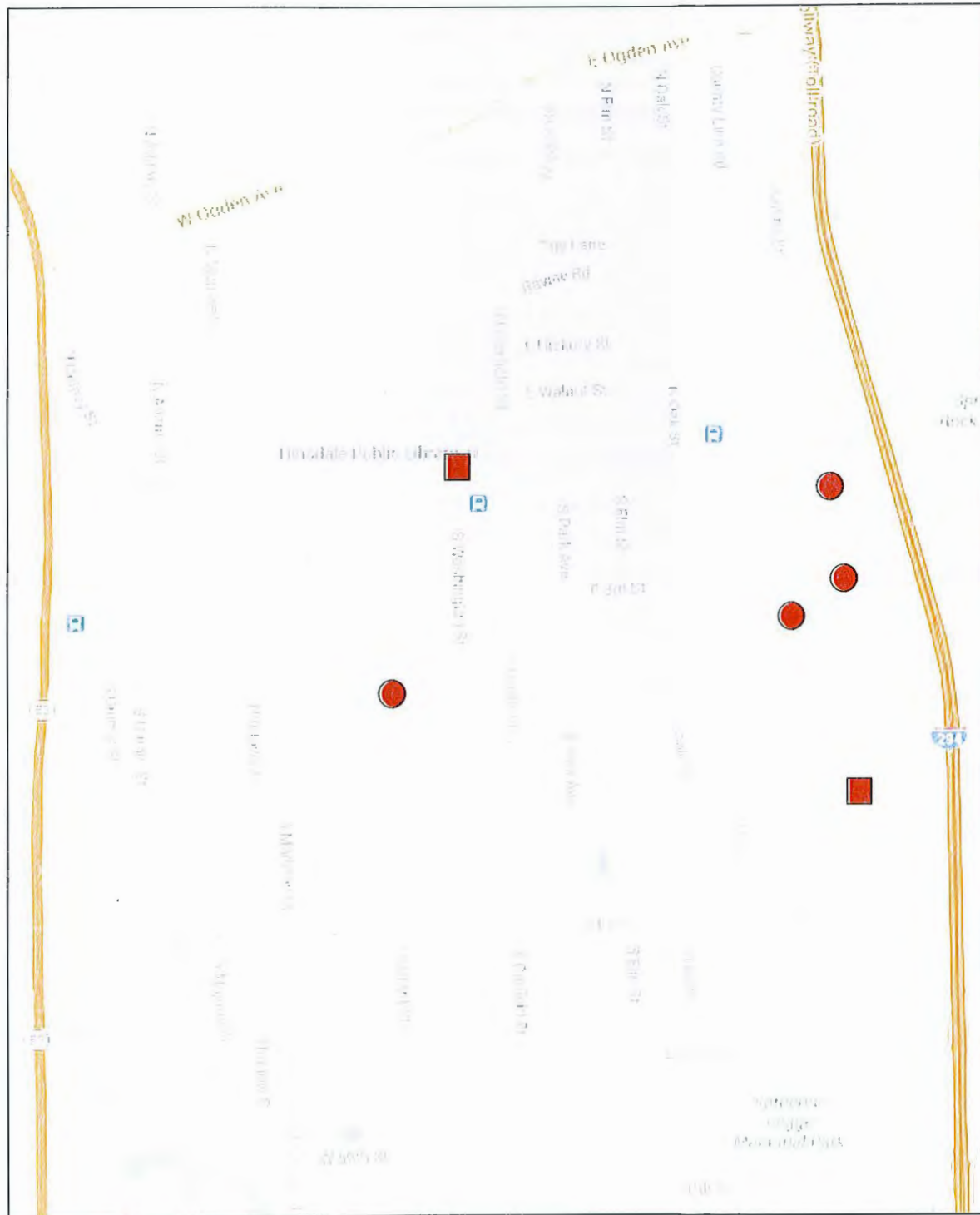
TRAFFIC ENFORCEMENT

November 2017

	This Month	This Month Last Year	YTD	Last YTD
<i>* Includes Citations and Warnings</i>				
Speeding	168	213	2,054	2,056
Disobeyed Traffic Control Device	26	67	313	650
Improper Lane Usage	27	35	325	378
Insurance Violation	5	9	102	116
Equipment or Registration Offense	58	88	643	847
Seatbelt Violation	6	0	69	62
Stop Signs	140	61	634	514
Yield Violation	5	13	111	108
No Valid License/Suspended/Revoked	10	9	119	97
Railroad Violation	4	2	24	14
Cellular Phone Violations	16	29	497	357
Other	40	40	446	509
TOTALS	505	566	5,337	5,708

BURGLARIES

November 2017



- Burglaries (includes Residential) and Attempted Burglaries
- Burglaries from Motor Vehicles (includes Trespass and Theft from Vehicles)

MONTHLY OFFENSE REPORT

November 2017

CRIME INDEX	This Month	This Mo. Last Year	Year To Date	Last Year To Date
1. Criminal Homicide	0	0	1	0
2. Criminal Sexual Assault/Abuse	0	0	3	0
3. Robbery	0	0	1	0
4. Assault and Battery, Aggravated	0	0	1	0
5. Burglary	2	3	18	12
6. Theft	8	7	79	148
7. Auto Theft	2	1	11	14
8. Arson	0	0	0	0
TOTALS*	12	11	114	174

* The Illinois Uniform Crime Reporting guidelines are specific for classification of crime activity by hierarchy of the offense-type, which results in the table of index crime offenses in this table to have slight variance from the Call for Service table on the following page.

SERVICE CALLS—November 2017

	This Month	This Month Last Year	This Year to Date	Last Year To Date	% CHANGE
Sex Crimes	0	0	9	3	200
Robbery	0	0	1	0	100
Assault/Battery	4	5	28	24	17
Domestic Violence	7	9	112	126	-11
Burglary	2	2	10	5	120
Residential Burglary	0	3	7	12	-42
Burglary from Motor Vehicle	4	6	32	75	-57
Theft	3	5	40	71	-45
Retail Theft	1	1	6	21	-71
Identity Theft	5	6	50	63	-21
Auto Theft	2	2	13	15	-7
Arson/Explosives	0	0	0	0	0
Deceptive Practice	0	0	3	2	50
Forgery/Fraud	9	8	77	62	24
Criminal Damage to Property	3	2	106	61	74
Criminal Trespass	3	2	27	31	-13
Disorderly Conduct	4	0	40	50	-20
Harassment	2	2	47	55	-15
Death Investigations	2	2	19	15	27
Drug Offenses	7	2	54	60	-10
Minor Alcohol/Tobacco Offenses	2	1	10	22	-55
Juvenile Problems	9	9	103	111	-7
Reckless Driving	10	8	150	116	29
Hit and Run	9	4	76	94	-19
Traffic Offenses	11	12	155	143	8
Motorist Assist	25	28	295	289	2
Abandoned Motor Vehicle	0	0	15	10	50
Parking Complaint	35	24	320	351	-9
Auto Accidents	45	71	558	624	-11
Assistance to Outside Agency	39	45	585	539	9
Traffic Stops	443	472	4,569	4,584	0
Noise complaints	6	16	104	115	-10
Vehicle Lockout	20	17	200	258	-22
Fire/Ambulance Assistance	119	94	1,294	1,131	14
Alarm Activations	94	105	1,102	1,157	-5
Open Door Investigations	12	19	57	66	-14
Lost/Found Articles	11	20	168	191	-12
Runaway/Missing Persons	1	1	19	30	-37
Suspicious Auto/Person	72	92	818	793	3
Disturbance	1	0	18	17	6
911 hangup/misdial	15	19	224	248	-10
Animal Complaints	36	41	407	414	-2
Citizen Assists	58	36	527	512	3
Solicitors	5	10	100	87	15
Community Contacts	0	1	33	52	-37
Curfew/Truancy	3	1	9	10	-10
Other	242	207	2,556	2,596	-2
TOTALS	1,381	1,410	15,153	15,311	-1

*Higher totals in the "Other" classification are due to incident numbers being generated by DuComm for many administrative matters that would not have required an incident number previously with SWCD, or incidents that are not specific to an IUCR offense specified in the monthly report. Examples include: mutual aid requests for the fire department to other towns, administrative duties, transport of prisoners, complaint cancellation, in-service training, and child seat inspections.

Hinsdale Police Department

Training Summary November 2017

All sworn officers completed monthly legal update training, focused on officer wellbeing and implicit bias.

All sworn officers completed additional compliance training:

- *Criminal Intelligence* policy, procedure and regulations review.
- *Emergency Driving* policy and practices training.

Additional events attended by department members include:

The Adaptive FTO Coaching Class

Nov 06; FTO's Blake & Huckfeldt

Drugged Driver Detection

Nov 06-08; PO Sward

Incident Command System—Advanced Programs

Nov 06-10; D/C Lillie

Illinois Tactical Officers Association (ITOA) Annual Conference

Nov 18-20, PO Berland

Crisis Intervention Team (CIT) 40-hour certification

Nov 20-24; PO's Huckfeldt & Grahm

Use of Force—Train the Trainer

Nov 28-29, PO Caughie

Field Training & Evaluation Program:

- SGT Susmarski is the new coordinator of the Field Training Evaluation Program for recruit officers. SGT Hayes will be acting as a learning advisor. Various department members are currently updating all 52 Training Tasks, to ensure consistent, accurate, up-to-date content for new Probationary Police Officers.

Submitted by:

Sergeant Louis Hayes, Jr. #008

Department Training Coordinator

November 2017 Collision Summary

All Collisions at Intersections						Right-Angle Collisions at Intersections					
						<i>Collisions of this type are considered when reviewing MUTCD Warrants</i>					
LOCATION	30 days	12 Months	2 Years	3 Years	5 Years	LOCATION	30 days	12 Months	2 Years	3 Years	5 Years
County Line Rd. & 55th	1	7	13	16	33	County Line Rd. & 55th	1	1	3	4	33
Elm & Ogden	1	3	8	11	23	Elm & Ogden	1	3	6	7	23
Garfield & 55th	1	4	9	16	25	Garfield & 55th	1	2	5	7	25
Garfield & Chicago	1	7	17	22	38	Garfield & Chicago	1	5	11	15	38
Garfield & Hinsdale	3	4	7	7	15	Garfield & Hinsdale	1	2	3	3	15
Madison & 55th	1	10	14	19	28	Madison & 55th	1	4	7	9	28
Madison & Sixth	1	1	1	1	1	Monroe & 55th	1	1	1	2	3
Monroe & 55th	1	1	1	2	3						
Rt. 83 & Ogden	1	5	7	8	21	TOTALS	7	18	36	47	165
York & Ogden	1	5	15	20	39						
TOTALS	12	47	92	122	226						

Contributing Factors and Collision Types			
Contributing Factors:		Collision Types:	
Failure to Yield	6	Private Property	9
Improper Backing	6	Hit & Run	5
Failure to Reduce Speed	16	Personal Injury	4
Following too Closely	7	Pedestrian	1
Driving Skills/Knowledge	5	Bicyclist	0
Improper Overtaking/Passing	1		
Exceeding Safe Speed for Conditions	2		
Improper Turning	2	Crashes by Day of the Week:	
Disobeyed Traffic Signals	1	Sunday	2
Improper Lane Usage	0	Monday	6
Had Been Drinking	2	Tuesday	7
Vehicle Equipment	3	Wednesday	11
Vision Obscured	3	Thursday	1
Driving Wrong Way	0	Friday	7
Distraction	2	Saturday	5
Weather	1	TOTAL	39

Hinsdale Police Department

Manual on Uniform Traffic Control Devices Warrants

Section 2B.04 Yield/Stop Signs

The use of YIELD or STOP signs should be considered at the intersection of two minor streets or local roads where the intersection has three or more approaches and where one of more of the following conditions exist:

- A. The combined vehicular, bicycle, and pedestrian volume entering the intersection from all approaches averages more than 2,000 units per day;
- B. The ability to see conflicting traffic on an approach is not sufficient to allow a road user to stop or yield in compliance with the normal right-of-way rule if such stopping or yielding is necessary; and/or
- C. Crash records indicate that five or more crashes that involve the failure to yield right-of-way at the intersection under the normal right-of-way rule have been reported within a 3-year period, or that three or more such crashes have been reported within a 2-year period.

YIELD or STOP signs should not be used for speed control.

Section 2B.07 Multi-Way Stop Applications

Multi-way stop control can be useful as a safety measure at intersections if certain traffic conditions exist.

Safety concerns associated with multi-way stops include pedestrians, bicyclists, and all road users expecting other road users to stop. Multi-way stop control is used where the volume of traffic on the intersecting roads is approximately equal.

Guidance:

The decision to install multi-way stop control should be based on an engineering study. The following criteria should be considered in the engineering study for a multi-way STOP sign installation:

A. Where traffic control signals are justified, the multi-way stop is an interim measure that can be installed quickly to control traffic while arrangements are being made for the installation of the traffic control signal.

B. Five or more reported crashes in a 12-month period that are susceptible to correction by a multi-way stop installation. Such crashes include right-turn and left-turn collisions as well as right-angle collisions.

C. Minimum volumes:

- 1. The vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day; and
- 2. The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches (total of both approaches) averages at least 200 units per hour for the same 8 hours, with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour; but
- 3. If the 85th -percentile approach speed of the major-street traffic exceeds 40 mph, the minimum vehicular volume warrants are 70 percent of the values provided in Items 1 and 2.

D. Where no single criterion is satisfied, but where Criteria B, C.1, and C.2 are all satisfied to 80 percent of the minimum values. Criterion C.3 is excluded from this condition.

CITATIONS—November 2017

CITATIONS BY LOCATION

		This Month	This Month Last Year	YTD	Last YTD
Chestnut Lot	<i>Commuter Permit</i>	20	30	381	371
Highland Lot	<i>Commuter Permit</i>	23	21	282	254
Village Lot	<i>Commuter Permit</i>	53	69	560	443
Washington Lot	<i>Merchant Permit</i>	44	30	515	680
Hinsdale Avenue	<i>Parking Meters</i>	254	306	2,594	3,539
First Street	<i>Parking Meters</i>	210	348	2,344	3,625
Washington Street	<i>Parking Meters</i>	283	379	3,128	4,025
Lincoln Street	<i>Parking Meters</i>	18	27	198	238
Garfield Lot	<i>Parking Meters</i>	53	146	639	930
Other	<i>All Others</i>	340	472	3,870	4,473
TOTALS		1,298	1,828	14,511	18,578

VIOLATIONS BY TYPE

Parking Violations				
<i>METER VIOLATIONS</i>	864	1,193	9,541	13,162
<i>HANDICAPPED PARKING</i>	1	3	22	68
<i>NO PARKING 7AM-9AM</i>	28	44	311	376
<i>NO PARKING 2AM-6AM</i>	159	181	1,311	1,356
<i>PARKED WHERE PROHIBITED BY SIGN</i>	29	57	444	526
<i>NO VALID PARKING PERMIT</i>	27	88	484	587
Vehicle Violations				
<i>VILLAGE STICKER</i>	66	55	731	587
<i>REGISTRATION OFFENSE</i>	72	97	631	924
<i>VEHICLE EQUIPMENT</i>	7	1	73	71
Animal Violations	2	4	46	55
All Other Violations	43	105	917	866
TOTALS	1,298	1,828	14,511	18,578

Social Networking Monthly Status Report

November 2017

The **Hinsdale Police Department** continues to publicly advocate its community notification via social media. During the past reporting period, posts were disseminated on the following topics:

Informed residents that there were two motor vehicle thefts and reminded them to remove keys and lock their car when exiting.

Posted a video of Officer Mike Coughlin receiving a birthday serenade from airplane passengers when flying to Washington DC with the HMS 8th graders.

Updated the paving schedule so residents can plan accordingly.

Shared information from the Forest Preserve District about coyotes and how to deter them.

Wished everyone a safe and Happy Thanksgiving!

Offered tips for package delivery so they are less likely to be stolen by thieves.

Updated the Solicitor Ordinance, including vests that registered solicitors are now required to wear.

Reminded residents to lock their cars as there is continued Burglary to Motor Vehicle and Vehicle Theft activity in the surrounding communities.

Shared a post from DuPage County Sherriff's Office reminding residents to lock their vehicles at night.

Informed residents how to contact the police discreetly from an iPhone when it is locked.



NUMBER OF FOLLOWERS

Facebook: 2,042

twitter: 1,537

Hinsdale Police Department