



MEETING AGENDA

**REGULAR MEETING OF THE
VILLAGE BOARD OF TRUSTEES
Tuesday, May 15, 2018
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 May 1, 2018
 - b) Closed Session of May 1, 2018
- 4. CITIZENS' PETITIONS** (Pertaining to items appearing on this agenda)*
- 5. PROCLAMATIONS**
 - a) The Union Church of Hinsdale
 - b) Building Safety Month
- 6. VILLAGE PRESIDENT'S REPORT**
- 7. PUBLIC HEARING – BOND SALE**
- 8. 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 Blanket Purchase Orders for Fiscal Year 2018-2019 totaling \$576,625 and waiving the competitive bid requirements where applicable
- b) Approval of an ordinance authorizing and providing for the issue of approximately \$20,000,000 General Obligation Bonds (Sales Tax Alternate Revenue Source), Series 2018A, for the purpose of providing for certain public infrastructure projects, the pledge of certain sales tax revenues and the imposition of taxes to pay said bonds, and the sale of said bonds to the purchaser thereof

Environment & Public Services (Chair Byrnes)

- c) Adopt an Ordinance Establishing Prevailing Wages for Public Works in the Village of Hinsdale, Cook and DuPage Counties, Illinois

Zoning and Public Safety (Chair Stifflear)

- d) Approve a permit for outdoor seating for Altamura Pizza located at 9 W. First Street for May 1, 2018 through October 15, 2018

9. 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 April 28, 2018 to May 15, 2018, in the aggregate amount of \$1,200,077.96 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 a Fifth Term Extension of the Recreational License Agreement with the Hinsdale Paddle Tennis Association (HPTA) (*First Reading – May 1, 2018*)

Environment & Public Services (Chair Byrnes)

- c) Approve Amendment to Multi-County Municipality Intergovernmental Agreement Under the Metropolitan Water Reclamation District of Greater Chicago Watershed Management Ordinance (*First Reading – May 1, 2018*)
- d) Approve an intergovernmental agreement between the Village of Hinsdale and the County of DuPage, Illinois for the implementation of the National Pollution Discharge Elimination System Program in the Salt Creek and Des Plaines River watersheds (*First Reading – May 1, 2018*)
- e) Approve an Ordinance authorizing the vacation of a certain portion of an unimproved alley situated west of and adjoining 424 S. Quincy Street in the Village of Hinsdale, DuPage and Cook Counties, Illinois***
- f) Approve a Settlement Agreement and Final Release between Cordogan Clark & Associates, Inc. (including its principal Brian Kronewitter) and all subcontractors and vendors of Cordogan Clark & Associates, Inc. and the Village of Hinsdale in the amount of \$49,839 (*Discussion in Closed Session – May 1, 2018*)

10. 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 Proposing the Establishment of Special Service Area 14 in the Village of Hinsdale, and Providing for a Public Hearing and Other Procedures in Connection Therewith (*First Reading – May 1, 2018*)

Environment & Public Services (Chair Byrnes)

- b) Award the contract for design engineering services for the N. Madison Street drainage improvements project to Christopher B. Burke Engineering, Ltd. in the amount not to exceed \$75,970 (*Discussion Item – May 1, 2018*)

Zoning and Public Safety (Chair Stifflear)

- c) Approve an Ordinance Approving a Special Use Permit to Operate a Physical Fitness Facility (Yoga Studio) in the B-2 Central Business Zoning District at 45 S. Washington Street – Inner Jasmine Yoga and Wellness (*First Reading – May 1, 2018*)
- d) Approve an Ordinance Approving a Third Major Adjustment to a Site Plan and Exterior Appearance Plan for Site Plan Changes to the Property Located at 830 N. Madison Street – Salt Creek Club* (*First Reading – May 1, 2018*)
- e) Approve an Ordinance Approving Exterior Appearance Plans Related to Telecommunications Equipment Upgrades - T-Mobile Central, LLC - 339 W. 57th Street (*First Reading – May 1, 2018*)
- f) Approve an Ordinance Approving and Accepting a Final Plat of Subdivision – Kensington School (540 West Ogden Avenue (*First Reading – May 1, 2018*); **and**
- g) Approve an Ordinance Approving a Special Use Permit to Operate a Child Daycare Facility in the O-2 Limited Office Zoning District at 540 W. Ogden Avenue – Kensington School (*First Reading – May 1, 2018*); **and**
- h) Approve an Ordinance Approving a Site Plan and Exterior Appearance Plan for a Child Daycare Facility – Kensington School – 540 W. Ogden Avenue (*First Reading – May 1, 2018*)
- i) Approve a Referral to Plan Commission for Review and Consideration of an Ordinance Amending the Hinsdale Zoning Code, Chapter 6 (Office Districts), Section 6-111 (Bulk, Space and Yard Requirements) to Change Certain Height, Bulk, Yard and Coverage Requirements for O-2 Zoning District Lots Adjoining Three or More Lots with Single-Family Detached Dwellings* (*First Reading – May 1, 2018*)

11. DISCUSSION ITEMS

- a) Update on proposed I-294 Tollway expansion

12. DEPARTMENT AND STAFF REPORTS

- a) Community Development
- b) Public Services
- c) Engineering
- d) Fire

13. REPORTS FROM ADVISORY BOARDS AND COMMISSIONS

14. OTHER BUSINESS

15. NEW BUSINESS

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

17. TRUSTEE COMMENTS

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

19. ADJOURNMENT

*The opportunity to speak to the Village Board pursuant to the Citizens' Petitions portions of a Village Board meeting agenda is provided for those who wish to comment on an agenda item or Village of

Hinsdale issue. The Village Board appreciates hearing from our residents and your thoughts and questions are valued. The Village Board strives to make the best decisions for the Village and public input is very helpful. Please use the podium as the proceedings are videotaped. Please announce your name and address before commenting.

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

******Routine items appearing on the Consent Agenda may include those items that have previously had a First Reading, the Accounts Payable and previously-budgeted items that fall within budgetary limitations 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
May 1, 2018**

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, May 1, 2018 at 7:33 p.m., roll call was taken.

Present: Trustees Christopher Elder, Michael Ripani, Luke Stifflear, Matthew Posthuma, Neale Byrnes and President Tom Cauley

Absent: Trustee Gerald J. Hughes

Also Present: Village Manager Kathleen A. Gargano, Attorney Tom Bayer, Assistant Village Manager/Finance Director Darrell Langlois, Assistant Village Manager/Director of Public Safety Brad Bloom, Police Chief Brian King, Fire Captain Kevin Votava, Director of Public Services George Peluso, Director of Community Development/Building Commissioner Robb McGinnis, Village Planner Chan Yu, Village Engineer Dan Deeter, 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) Meeting of April 17, 2018

Following corrections to the draft minutes, Trustee Elder moved to **approve the draft minutes of the Regular Meeting of April 17, 2018, as amended.** Trustee Ripani seconded the motion.

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

NAYS: None

ABSTAIN: None

ABSENT: Trustee Hughes

Motion carried.

CITIZENS' PETITIONS

None.

VILLAGE PRESIDENT'S REPORT

President Cauley reported on a memorandum from Administration Manager Emily Wagner regarding vacancies in the Central Business District (CBD). He is happy to report the vacancy rate is 3.7% which is very low. It was 12.4% in 2015, and as high as 13.7% in 2014. Gateway Square is 100% occupied, and although there are still some vacant store fronts, this is still great news.

APPOINTMENTS TO BOARDS AND COMMISSIONS

President Cauley asked for a motion to reappoint the following individuals as noted.

Plan Commission

Mr. Steve Cashman re-appointed as Chair to a 3-year term through April 30, 2021

Mr. Scott Peterson re-appointed to a 3-year term through April 30, 2021

Finance Commission

Mr. Adam Waldo re-appointed as Chair to a 3-year term through April 30, 2021

Zoning Board of Appeals

Mr. Robert Neiman re-appointed as Chair to a 3-year term through April 30, 2021

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

Trustee Byrnes remarked on how great it is that these people continue their service to the Village.

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

NAYS: None

ABSTAIN: None

ABSENT: Trustee Hughes

Motion carried.

FIRST READINGS – INTRODUCTION

Administration & Community Affairs (Chair Hughes)

- a) **Approve an Ordinance Proposing the Establishment of Special Service Area 14 in the Village of Hinsdale, and Providing for a Public Hearing and Other Procedures in Connection Therewith**

President Cauley introduced the item which relates to efforts to pay for the new parking deck. When the Hinsdale Middle School decided to build a new school, their plans called for the elimination of 50 parking spaces in the Washington Street lot. This would have exacerbated an existing parking problem. By February 2017, meetings were held to discuss two options to remedy the problem; a larger deck under the surface lot that would halve approximately 189 spaces, or a smaller deck that would go only part way under the

school's surface lot and would have approximately 118 spaces. The estimate for the large deck was \$4.53 million and the smaller was \$2.78 million. The February meetings indicated it was unanimous among residents and Trustees that the Village needed a parking deck for the CBD, and discussions focused on which size deck would meet these needs. At that time, staff believed, as did President Cauley, that the smaller deck was sufficient and also less expensive. Although there is evidence that parking is at capacity at certain times of the day, there is no hard evidence to support that the smaller deck would be sufficient to eliminate the parking problem. All of the merchants who attended the meetings wanted the larger deck. At a public meeting in February, President Cauley said he stated the Village would likely seek to have an SSA of the merchants in the CBD to help pay the difference between the cost of the small and large deck. One merchant stated she had no problem with the SSA as long as the additional spaces for the larger deck were devoted to merchant's employees and their customers. In August 2017, the estimate for the large deck increased from \$4.5 million to \$7.6 million. Discussions were reopened, but the near unanimous view was to continue with the larger deck.

The Village is borrowing the money to pay for the deck, but will have to pay roughly \$70,000 per year on that debt. This is the cost difference between the two decks. The SSA will defray that cost difference; the remainder of the debt service will be paid from the Village's usual revenue streams. If the SSA passes, that \$70,000 will be shared among 82 CBD parcels bounded by Hinsdale Avenue, Garfield, Second Street and Grant Street. The average cost per merchant will be \$60 per month. The merchants have the right to oppose the SSA, however, if not approved the Village will be unable to pay all the debt service from existing revenue streams, in part because of extensive road work. The plan in that case would be to make a substantial portion of the deck available for commuters to offset the cost. President Cauley outlined the lengthy approval process for the SSA ending with the final approval of the tax levy in November. He noted that if it passes, payments would start in 2019.

Discussion followed. It was pointed out there are over 148 people on the waiting list for the main commuter lot and is comprised of Hinsdale residents only. It is up to the business community to decide what they want to do, but it should be noted the Village is paying for 70% of the deck. President Cauley added when the lot is built, merchant's employees and customers will park for free; the cost of the SSA is less than the current cost of merchant parking.

Mr. John Berger from the Chamber of Commerce, addressed the Board and said they have reviewed the documents and the history. The Chamber supports the SSA and is ready to field questions from merchants.

The Board agreed to move this item forward for a Second Reading at their next meeting.

b) Approve a Fifth Term Extension of the Recreational License Agreement with the Hinsdale Paddle Tennis Association (HPTA)

President Cauley introduced the item and reported that Trustee Hughes believes there has been progress with the HPTA, but would like more time to finalize the details.

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

Environment & Public Services (Chair Byrnes)

- c) **Approve Amendment to Multi-County Municipality Intergovernmental Agreement (IGA) Under the Metropolitan Water Reclamation District of Greater Chicago Watershed Management Ordinance**

Trustee Byrnes introduced the item and explained that historically the Village has had an IGA with the Metropolitan Water Reclamation District of Greater Chicago, whereby the Village administers the DuPage County Stormwater and Flood Plain Ordinance in the DuPage and Cook County portions of Hinsdale. This means that any new developments with stormwater management issues have to get a permit from DuPage County and the Metropolitan Water Reclamation District of Greater Chicago. This amendment clarifies that these issues will now be solely addressed by the DuPage County Ordinance, and will streamline the permitting process.

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

- d) **Approve an Intergovernmental Agreement (IGA) between the Village of Hinsdale and the County of DuPage, Illinois for the implementation of the National Pollution Discharge Elimination System Program in the Salt Creek and Des Plaines River watersheds**

Trustee Byrnes introduced the item, and explained the Village has an IGA with DuPage County, wherein we are permitted by the IEPA to discharge water from our storm sewers, but requires we must develop, implement and enforce prescribed stormwater management measures to reduce the discharge of pollutants. DuPage County partners with the Village for control measures; for example the County does annual testing for pollutants, which results in significant cost savings to the Village. Recently, the IEPA has required that these informal partnerships between DuPage County and its municipalities must be formalized. This agreement has been reviewed and approved by our environmental consultants Huff & Huff, and our legal consultant Klein Thorpe Jenkins. Trustee Byrnes added that DuPage County's help is invaluable.

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

Zoning and Public Safety (Chair Stifflear)

- e) **Approve an Ordinance Approving a Special Use Permit to Operate a Physical Fitness Facility (Yoga Studio) in the B-2 Central Business Zoning District at 45 S. Washington Street – Inner Jasmine Yoga and Wellness**

Trustee Stifflear introduced the item. The applicant plans to open a Yoga studio on the third floor at 45 S. Washington, just south of Jade Dragon. This commercial building is surrounded by B2 CBD parcels on all sides. The proposed space has been vacant for 2-3 years, but was formerly the Hinsdale Athletic Club. The Plan Commission recommended approval by a vote of 6-0.

Ms. Katya Sedelnik, owner applicant, addressed the Board. She explained she has been teaching for over six years and needs a space meet the needs of her students and business. Classes will be held one evening a week, but she might add a second evening depending on demand and growth. Classes would be during the week at 9:00 and noon, and Saturday. The class schedule is secondary to workshops and programs, which are limited to 12 persons, and no weights or loud music are used that might disturb other tenants. There would potentially be one class during peak parking time, at noon. Ms.

Sedelnik believes most of the participants at this time would be walking to class on their lunch hour.

The Board agreed to move this item forward for a Second Reading at their next meeting.

f) **Approve an Ordinance Approving and Accepting a Final Plat of Subdivision – Kensington School (540 West Ogden Avenue*); and**

Trustee Stifflear introduced the item and noted the preliminary plat was approved at the last meeting of the Board, and that the final plat provides much greater detail. The southern half of the lot will be eight code compliant R4 residential lots. The entrance into the new cul de sac will be on Monroe Street and commonly known as Kensington Way.

The final plat proposes to amend the zoning designation from R4 Residential to O2 Office District for the 1.74 acres on the northern portion of the property facing Ogden Avenue. This parcel is bordered by other O2 and R4 properties. He referenced the Village subdivision regulations found in Section 11-1-12(G) that address land dedication and contribution standards for subdivision of a property. To meet this requirement, this proposal grants the Village an irrevocable easement for water drainage and a water storage vault on the Kensington school property. The easement is approximately 23,000' square feet. The installation of a public storm water vault on the applicant's property provides a material benefit to the Village as it will alleviate the severe flooding on Madison Street. This is a benefit to the immediate neighborhood, but also the 5,000 vehicles per day that utilize Madison Street, that has been shut down during excessive rains. Additionally, because the vault and drainage will not be constructed to withstand any structural weight, this ensures the easement space above the vault will remain green space even if Kensington School were to leave. Last month the Plan Commission recommended approval of the Final Plat of subdivision by a unanimous vote of 6-0.

President Cauley is in favor of fixing the storm water problems in the area as this has been a public safety problem for many years. He reported the number of hours Madison Street has been closed over the last several years as a result of flooding, including most recently for eight hours in February 2018. This is a major route through the Village, and he believes this is the only way to solve the problem. Trustees agreed this is a great plan to solve this problem.

The Board agreed to move this item forward for a Second Reading at their next meeting.

g) **Approve an Ordinance Approving a Special Use Permit to Operate a Child Daycare Facility in the O-2 Limited Office Zoning District at 540 W. Ogden Avenue – Kensington School*;** and

Trustee Stifflear introduced the item which is a special use permit to provide a full day preschool program. He described the hours of operation and the enrollment. He pointed out the need of the community for this type of use was not unanimous at the Plan Commission or the Village Board, but the majority agrees it is. The Plan Commission recommended approval by a unanimous vote of 6-0.

The Board agreed to move this item forward for a Second Reading at their next meeting.

h) **Approve an Ordinance Approving a Site Plan and Exterior Appearance Plan for a Child Daycare Facility – Kensington School – 540 W. Ogden Avenue**

Trustee Stifflear explained the exterior appearance includes Colonial architecture that relates to buildings in the area. The materials will be 100% red brick masonry with white trim and a grey shingled roof. He described the proposed landscape buffering on the property, and noted the parking lot lighting fixtures are consistent with residential style

lighting. Village code permits three stories in the O2 district, the planned building will be a one-story building, or approximately 23' feet in height.

With respect to the site plan, the Plan Commission was tough on the applicant to deliver a code compliant product, which this is. It includes 39 parking spaces, and a refuse space to the interior side yard. The site plan also includes a loading space for truck delivery along the west side of the building, which the applicant has stated is not necessary for their operation. The applicant and the neighborhood may be better served if this area is preserved as green space. The Plan Commission thinks the loading space is too big, although code compliant, and recommends using it as green space. The Plan Commission recommended approval by a unanimous vote of 6-0.

The Board agreed to move this item forward for a Second Reading at their next meeting.

(The following item taken out of order)

Approve a Referral to Plan Commission for Review and Consideration of an Ordinance Amending the Hinsdale Zoning Code, Chapter 6 (Office Districts), Section 6-111 (Bulk, Space and Yard Requirements) to Change Certain Height, Bulk, Yard and Coverage Requirements for O-2 Zoning District Lots Adjoining Three or More Lots with Single-Family Detached Dwellings

Trustee Stifflear introduced the item and explained this matter is referred by staff in response to residents' concerns that if Kensington School left, a more intense use could come in. He explained that because of the storm water vault and easement, no other structure would be supported on that property. This item is a referral to the Plan Commission for an amendment to the zoning code, Chapter 6 (Office Districts), Section 6-111 (Bulk Space and Yard Requirements) to change certain height, bulk, yard and coverage requirements in the O2 zoning district for lots adjoining three or more lots with single-family detached dwellings. This will limit the maximum structure height from 40' feet to 25' feet; front yard setbacks increased from 25' feet to 32.5' feet, side yard setbacks increased from 10' feet to 13' feet; and rear yard setbacks increased from 20' feet to 26' feet. Additionally, floor area ratio (FAR) would be decreased from 50% to 25%. The purpose of the ordinance is to make O2 lots by residential district less intensive uses.

Mr. Chuck Marlas, applicant, addressed the Board and said one of the proposed side yard setbacks might be in conflict, and that he has concerns about vehicular access to his property. Trustee Stifflear referenced IDOT restrictions on Ogden Avenue and that the applicant has requested language be developed to protect property access.

The Board agreed to move this item forward for a Second Reading at their next meeting.

i) Approve an Ordinance Approving a Third Major Adjustment to a Site Plan and Exterior Appearance Plan for Site Plan Changes to the Property Located at 830 N. Madison Street – Salt Creek Club

Trustee Stifflear introduced the item and explained that the 2017 final inspection on a second amendment to the site plan and exterior appearance plan at the Salt Creek Club by staff found changes made were that not consistent with the approved plan. The Board concluded that the 10 changes were not in substantial conformity with the approved plan, and therefore required further review by the Plan Commission. Following their review, the Plan Commission recommended approval by a unanimous vote of 6-0.

The Board agreed to move this item forward for a Second Reading at their next meeting.

j) **Approve an Ordinance Approving Exterior Appearance Plans Related to Telecommunications Equipment Upgrades - T-Mobile Central, LLC - 339 W. 57th Street**

Trustee Stifflear introduced the item related to telecommunication equipment upgrades at the water tower at Hinsdale Central. This property is in the IB Institutional Building District. There are no changes to the subject property elevation and minimum code requirements will not be affected. Public meeting notice requirements have been satisfied. T-Mobile is requesting approval to replace four existing antennas and add four new remote radio units. The purpose of the new equipment is to improve network coverage.

Ms. Amanda Wegrzyn, of NTP Wireless, addressed the Board and explained the new equipment is about a foot larger than the existing equipment, and the amplifiers are approximately the size of a pizza box. She confirmed there would be no visible difference from the ground. Trustee Stifflear said the Plan Commission recommended approval by a unanimous vote of 6-0.

The Board agreed to move this item forward for a Second Reading at their next meeting.

k) **Approve a Referral to Plan Commission for Review and Consideration of an Ordinance Amending the Hinsdale Zoning Code, Chapter 6 (Office Districts), Section 6-111 (Bulk, Space and Yard Requirements) to Change Certain Height, Bulk, Yard and Coverage Requirements for O-2 Zoning District Lots Adjoining Three or More Lots with Single-Family Detached Dwellings**

(Item previously taken.)

CONSENT AGENDA

Administration & Community Affairs (Chair Hughes)

- a) Trustee Stifflear moved **Approval and payment of the accounts payable for the period of April 18, 2018 to April 27, 2018, in the aggregate amount of \$1,250,048.67 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, Posthuma and Byrnes

NAYS: None

ABSTAIN: None

ABSENT: Trustee Hughes

Motion carried.

The following items were approved by omnibus vote:

Zoning and Public Safety (Chair Stifflear)

- b) **Approve a Resolution Approving a Temporary Use and Related License and Indemnification Agreement for Outdoor Seating for 2018 for Casa Margarita at 25 E. Hinsdale Avenue** *(First Reading – April 17, 2018)*
- c) **Approve the purchase of one (1) 2018 Ford Interceptor SUV from Currie Motors of Frankfort, Illinois in the amount of \$27,802**

d) Approve an Ordinance Authorizing the Sale by Auction or Disposal of Personal Property Owned by the Village of Hinsdale

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

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

NAYS: None

ABSTAIN: None

ABSENT: Trustee Hughes

Motion carried.

SECOND READINGS / NON-CONSENT AGENDA – ADOPTION

Administration & Community Affairs (Chair Hughes)

a) Approve a month to month contract with Mac Strategies Group, Inc., Chicago, Illinois (Mac Strategies) in an amount not to exceed \$6,500 per month for the period of May 1, 2018 through May 31, 2018 for lobbyist services related to the Illinois State Toll Highway Authority (Tollway) expansion project

President Cauley introduced the item and explained this is an item to approve the monthly contract for lobbyist services, but added this may be the last month this will be before the Board.

Trustee Elder moved to **Approve a month to month contract with Mac Strategies Group, Inc., Chicago, Illinois (Mac Strategies) in an amount not to exceed \$6,500 per month for the period of May 1, 2018 through May 31, 2018 for lobbyist services related to the Illinois State Toll Highway Authority (Tollway) expansion project.** Trustee Ripani seconded the motion.

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

NAYS: None

ABSTAIN: None

ABSENT: Trustee Hughes

Motion carried.

DISCUSSION ITEMS

a) Update on proposed I-294 Tollway expansion no report

President Cauley stated he had nothing further to report at this time.

b) Preliminary drainage improvements - Madison Street

President Cauley introduced the discussion item by stating his concern is that if this \$1 million dollar improvement occurs, will it be effective in preventing future closing of Madison Street. He concedes there could still be some standing water, but the Village would like assurances with respect to road closure. Mr. Jeff Julkowski of Christopher B. Burke Engineering, Ltd.

(CBBEL) addressed the Board. He stated that CBBEL is still looking at a couple of alternatives to optimize the system, but with respect to the storm activity reported in the last five years, both alternatives would be effective in eliminating the road closures and the standing water. He explained that the heavy rains that come in quick bursts are more difficult to handle, for example, a 100-year storm. In that case, because of the age of the infrastructure in Hinsdale, there would be water problems throughout town, but Madison Street would be the most robust system in the Village. The problem exists because about 20 acres of property floods to Madison where all the water drains into a 15" inch pipe that has back-pitched the wrong way. Essentially, the plan is to build a bigger pipe and drain it to the Kensington vault to hold it, where it will then drain to Ogden Avenue. As part of the design, soil borings are being done to check soil condition. This information will allow CBBEL to evaluate and recommend the part of the design that will address the back-pitching. He added that problem is less likely with a bigger pipe. Mr. Julkowski stated the opportunity to address the solution with the developer creates the most effective way to correct this problem. Village Manager Gargano said staff has directed that this be designed in such a way that if in the future we were to get IDOT permits to move water under Ogden, which time will not permit with the Kensington time table, this will allow for that capability. Mr. Julkowski explained that it would be less expensive to put in a bigger pipe, but that would require acquiring permits and easements from the Institute of Basic Life Principles (IBLP). Director of Public Services George Peluso stated that when the preliminary phase is closer, staff will communicate project details with area residents. Ms. Gargano said the formal design proposal will be on the next agenda for Board approvals. She also stated that in anticipation of this project, funding is included in the next debt issuance. Assistant Village Manager/Finance Director Darrell Langlois explained that this item is not in this year's budget, but he will be able to appropriate the bond funds in July.

c) Request for early construction start hours – South Infrastructure Project

Director of Public Services George Peluso said this is the same request as usual to begin work at 7:00 a.m. instead of 8:00 p.m. He noted there were no complaints last year. The Board had no objections to the request. President Cauley suggested we change the ordinance to match practice.

DEPARTMENT AND STAFF REPORTS

- a) Treasurer's Report
- b) Parks & Recreation

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

REPORTS FROM ADVISORY BOARDS AND COMMISSIONS

No reports.

OTHER BUSINESS

None.

NEW BUSINESS

None.

CITIZENS' PETITIONS

None.

TRUSTEE COMMENTS

Trustee Stifflear reported the Historic Preservation Commission is having a special meeting tomorrow at 5:00 p.m. Landmark Illinois is making a presentation about how to move our community forward with landmarking homes. Trustees Byrnes and Posthuma will be attending.

ADJOURNMENT

There being no further business before the Board, President Cauley asked for a motion to adjourn to Closed Session. Trustee Stifflear moved to **adjourn the regularly scheduled meeting of the Hinsdale Village Board of Trustees of May 1, 2018 into closed session under 5 ILCS 120/2(c)(11) Litigation, filed or pending before a court or administrative tribunal or when an action is probable or imminent, not to reconvene into open session.** Trustee Elder seconded the motion.

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

NAYS: None

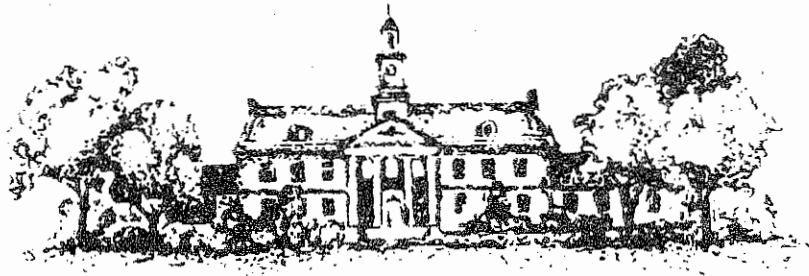
ABSTAIN: None

ABSENT: Trustee Hughes

Motion carried.

Meeting adjourned at 8:40 p.m.

ATTEST: _____
Christine M. Bruton, Village Clerk



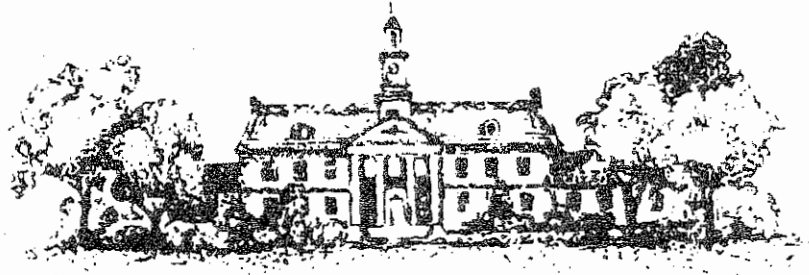
PROCLAMATION THE UNION CHURCH OF HINSDALE

- WHEREAS,** the Congregational Union Church of Hinsdale was founded at a meeting at the Village Depot in 1866, before Hinsdale was officially incorporated, by Village founder William Robbins; and
- WHEREAS,** in 1873, the church was legally incorporated as the Congregational Society of Hinsdale; and
- WHEREAS,** in 1918, when the Presbyterian Church in Hinsdale dissolved, members "walked up the hill" to join Union Church; and
- WHEREAS,** from its earliest days the mission of the church was to eliminate all denominational distinctions in the community; to be always non-denominational in its mission which is still today at the heart of The Union Church of Hinsdale; and
- WHEREAS,** in March 2018, The Union Church of Hinsdale was acclaimed an Illinois Sesquicentennial Church in recognition of the religious, cultural, civic and moral heritage of the church in the community for over 150 years.

NOW, THEREFORE, BE IT RESOLVED, by Tom Cauley, Village President, and the Village Trustees, on behalf of the residents of the Village of Hinsdale, that the Village of Hinsdale issue this Proclamation in celebration, recognition and appreciation of its long-standing place in the community, and of the welcoming service and care provided by The Union Church of Hinsdale.

Proclaimed this 15th day of May, 2018.

Tom Cauley, Village President



PROCLAMATION
Building Safety Month — May 2018

WHEREAS, our Village is committed to recognizing our growth and strength depends on the safety and economic value of the homes, buildings and infrastructure that serve our citizens, both in everyday life and in times of natural disaster, and;

WHEREAS, our confidence in the structural integrity of these buildings that make up our community is achieved through the devotion of vigilant guardians—building safety and fire prevention officials, architects, engineers, builders, tradespeople, design professionals, laborers and others in the construction industry—who work year-round to ensure the safe construction of buildings, and;

WHEREAS, "*Building Codes Save Lives*" the theme for Building Safety Month 2018, encourages all Americans to raise awareness of the importance of building safe and resilient construction; fire prevention; disaster mitigation, and new technologies in the construction industry. Building Safety Month 2018 encourages appropriate steps everyone can take to ensure that the places where we live, learn, work, worship and play are safe, and recognizes that countless lives have been saved due to the implementation of safety codes by local and state agencies, and;

WHEREAS, each year, in observance of Building Safety Month, Americans are asked to consider the commitment to improve building safety and economic investment at home and in the community, and to acknowledge the essential service provided to all of us by local and state building departments, fire prevention bureaus and federal agencies in protecting lives and property.

NOW THEREFORE, BE IT RESOLVED, that Tom Cauley, Village President of the Village of Hinsdale, does hereby proclaim the month of May 2018 as Building Safety Month. Accordingly, citizens are encouraged to join with their communities in participation in Building Safety Month activities.

Proclaimed this 15th day of May, 2018.

 Tom Cauley, Village President

REQUEST FOR BOARD ACTION
Finance

AGENDA SECTION: First Reading – ACA

SUBJECT: Blanket Purchase Orders

MEETING DATE: May 15, 2018

FROM: Darrell Langlois, Assistant Village Manager/Finance Director



Recommended Motion

To approve the attached list of blanket purchase orders for Fiscal Year 2018-2019 totaling \$576,625 and waiving the competitive bid requirements where applicable.

Background

Attached for the Village Board's consideration are requested Blanket Purchase Orders for Fiscal Year 2018-19 which would exceed the Village Manager's purchasing authority of \$20,000. Blanket purchase orders are normally issued to vendors where frequent purchases are made throughout year in order to streamline purchasing procedures for routine purchases, proprietary items, or sole-source vendors.

Discussion & Recommendation

The issuance of blanket purchase orders does not relieve the departments of following all of the purchasing procedures required in the Purchasing Policy Manual; this action is only required as it is expected that we may spend in excess of \$20,000 to these particular vendors in the next fiscal year.

Budget Impact

Sufficient budgeted funds exist in the various line items to support this request

Village Board and/or Committee Action

N/A

Documents Attached

1. Blanket Purchase Order List

Village of Hinsdale
Blanket Purchase Orders Over \$20,000
Fiscal Year 2018-19


Vendor	Department	Description	Amount
Andres Medical Billing	Finance	Ambulance Billing Service	\$32,000
Core & Main	Public Services	Water Main and Sewer Parts and Supplies, Meters	\$65,000
Detroit Materials (DuPage Co.Joint Bid)	Public Services	Roadway Salt	\$47,000
Direct Advantage	EDC Initiatives	Hinsdale Business Promotions	\$60,000
Hawkins, Inc.	Public Services	Veeck CSO and Pool Chemicals	\$23,000
Kroeschell Service Inc	Public Services	HVAC Repairs and Service	\$20,750
Ryan & Ryan	Administration	Legal Services Related to Tollway	\$50,000
Sprint/Nextel	All Departments	Cell Phones	\$30,000
Suburban Tree Consortium	Public Services	Trees	\$102,375
TBD State Bid Vendor	Public Services	Roadway Salt	\$47,000
The Hinsdalean	Various	Publications and Advertising	\$22,500
Third Millennium	General Government	Water Bill Printing and Mailing/Vehicle Licenses	\$30,000
Warehouse Direct	All Departments	Office Supplies	\$47,000
Total			\$576,625

REQUEST FOR BOARD ACTION
Finance

AGENDA SECTION: First Reading – ACA

SUBJECT: 2018A General Obligation Bonds (Sales Tax Alternate Revenue Source)

MEETING DATE: May 15, 2018

FROM: Darrell Langlois, Assistant Village Manager/Finance Director 

Recommended Motion

Move to approve an ordinance authorizing and providing for the issue of approximately \$20,000,000 General Obligation Bonds (Sales Tax Alternate Revenue Source), Series 2018A, for the purpose of providing for certain public infrastructure projects, the pledge of certain sales tax revenues and the imposition of taxes to pay said bonds, and the sale of said bonds to the purchaser thereof.

Background

During early April the Village started the process to sell up to \$20 million in bonds in order to finance the remainder of the accelerated infrastructure program and the parking deck. At the meeting on April 17, 2018, the Village Board adopted an ordinance formally authorizing the sale of the bonds. The required public hearing on the bond sale will be held on May 15, 2018. The actual competitive sale of the bonds is scheduled for the morning of June 12, 2018.

Discussion & Recommendation

The attached bond ordinance has been prepared by Chapman and Cutler, Village bond counsel and has been reviewed by the Village Attorney. Much of the financial information will not be inserted in the final document until bids are received on Tuesday June 12, 2018. Although the amount of the bonds to be sold is currently blank, it is estimated that bonds totaling approximately \$20,000,000 will be sold in order to fund the remainder of the accelerated infrastructure program and the parking deck. A financial summary of the competitive sale and a complete version of the final ordinance will be distributed before the Village Board meeting on June 12, 2018.

Budget Impact

Proceeds from the bond sale will be used to fund remainder of the accelerated infrastructure program and the parking deck

Village Board and/or Committee Action

N/A

Documents Attached

1. Ordinance authorizing and providing for the issue of approximately \$20,000,000 General Obligation Bonds (Sales Tax Alternate Revenue Source), Series 2018A, for the purpose of providing for certain public infrastructure projects, the pledge of certain sales tax revenues and the imposition of taxes to pay said bonds, and the sale of said bonds to the purchaser thereof.

ORDINANCE NUMBER _____

AN ORDINANCE authorizing and providing for the issue of \$_____ General Obligation Bonds (Sales Tax Alternate Revenue Source), Series 2018A, of the Village of Hinsdale, DuPage and Cook Counties, Illinois, for the purpose of providing for certain public infrastructure projects, the pledge of certain sales tax revenues and the imposition of taxes to pay said bonds, and the sale of said bonds to the purchaser thereof.

Adopted by the President and Board
of Trustees of said Village on the
12th day of June, 2018.

Published in Pamphlet Form by
Authority of the President and Board
of Trustees of said Village on the
____ day of June, 2018.

TABLE OF CONTENTS

SECTION	HEADING	PAGE
PREAMBLES		1
SECTION 1.	DEFINITIONS	5
SECTION 2.	INCORPORATION OF PREAMBLES	9
SECTION 3.	AUTHORIZATION.....	9
SECTION 4.	DETERMINATION TO ISSUE BONDS.....	10
SECTION 5.	BOND DETAILS	10
SECTION 6.	REDEMPTION	11
SECTION 7.	EXECUTION; AUTHENTICATION	14
SECTION 8.	REGISTRATION OF BONDS; PERSONS TREATED AS OWNERS; GLOBAL BOOK-ENTRY SYSTEM	15
SECTION 9.	FORM OF BOND	19
SECTION 10.	TREATMENT OF BONDS AS DEBT	27
SECTION 11.	ALTERNATE BOND FUND	27
SECTION 12.	PLEDGED TAXES; TAX LEVY	28
SECTION 13.	FILING WITH COUNTY CLERKS	29
SECTION 14.	ABATEMENT OF PLEDGED TAXES	30
SECTION 15.	PLEDGED REVENUES; GENERAL COVENANTS	31
SECTION 16.	ADDITIONAL BONDS	33
SECTION 17.	DEFEASANCE	33
SECTION 18.	SALE OF THE BONDS	33
SECTION 19.	USE OF PROCEEDS	34
SECTION 20.	GENERAL ARBITRAGE COVENANTS	36

SECTION 21.	REGISTERED FORM	37
SECTION 22.	CERTAIN SPECIFIC TAX COVENANTS	37
SECTION 23.	THIS ORDINANCE A CONTRACT	40
SECTION 24.	CONTINUING DISCLOSURE UNDERTAKING.....	40
SECTION 25.	DUTIES OF BOND REGISTRAR	41
SECTION 26.	MUNICIPAL BOND INSURANCE	41
SECTION 27.	SEVERABILITY	42
SECTION 28.	REPEALER.....	42
SECTION 29.	PUBLICATION AND EFFECTIVE DATE	43

THIS TABLE OF CONTENTS IS FOR CONVENIENCE ONLY AND IS NOT A PART OF THE ORDINANCE.

ORDINANCE NUMBER _____

AN ORDINANCE authorizing and providing for the issue of \$_____ General Obligation Bonds (Sales Tax Alternate Revenue Source), Series 2018A, of the Village of Hinsdale, DuPage and Cook Counties, Illinois, for the purpose of providing for certain public infrastructure projects, the pledge of certain sales tax revenues and the imposition of taxes to pay said bonds, and the sale of said bonds to the purchaser thereof.

WHEREAS, the Village of Hinsdale, DuPage and Cook Counties, Illinois (the "*Village*"), is a duly organized and existing municipality incorporated and existing under the provisions of the laws of the State of Illinois, and is now operating under the provisions of the Illinois Municipal Code, as amended; and

WHEREAS, the President and Board of Trustees of the Village (the "*Corporate Authorities*") has heretofore determined that it is advisable, necessary and in the best interests of the Village and its residents to finance certain costs to be incurred in connection with certain public infrastructure projects, including, but not limited to, acquisition and construction of improvements to municipal roads and streets, access roads, bridges, and sidewalks; waste disposal systems; water and sewer line extensions, water distribution and purification facilities, storm water drainage and retention facilities, and sewage treatment facilities; and construction of a parking deck structure within the Village; and including, in connection with said improvements, acquisition of all land or rights in land, engineering, planning, architectural, mechanical, electrical, and other services necessary, useful, or advisable thereto and, incidental to said improvements (the "*Project*"), at an estimated cost, including expenses and contingencies, of not less than \$_____ plus investment earnings thereon, for which there are no funds of the Village on hand and lawfully available for the purpose, and that \$_____ will need to be obtained through the borrowing of money and the issuance of bonds; and

WHEREAS, the expenses and contingencies related to the Project include legal, financial, and accounting services related to the accomplishment of the Project and the issuance of bonds therefor, bond discount, bond registrar, paying agent, and other similar banking fees, printing and publication costs, and other miscellaneous costs; and

WHEREAS, pursuant to the provisions of Section 15 of the Local Government Debt Reform Act of the State of Illinois, as amended (the "*Reform Act*"), whenever there exists a revenue source, the Village is authorized to issue "alternate bonds," being general obligation bonds payable from such revenue source; and

WHEREAS, the Corporate Authorities, on the 17th day of April, 2018, adopted an ordinance (the "*Authorizing Ordinance*"), authorizing the issuance of certain Alternate Bonds, being General Obligation Bonds (Sales Tax Alternate Revenue Source) payable from revenue sources as provided by the Reform Act (the "*2018 Alternate Bonds*"), in an amount not to exceed \$20,000,000 for the Project; and

WHEREAS, on the 26th day of April, 2018, the Authorizing Ordinance, which included therein a notice in the statutory form, was published in *The Hinsdalean*, a paper having a general circulation in the Village, and an affidavit evidencing the publication of the Authorizing Ordinance and said notice has heretofore been presented to the Corporate Authorities and made a part of the permanent records of the Village; and

WHEREAS, no petition has ever been filed with the Village Clerk requesting that the question of the issuance of the 2018 Alternate Bonds for the Project be submitted to referendum; and

WHEREAS, the Corporate Authorities have been authorized to issue the 2018 Alternate Bonds to the amount of \$20,000,000 in accordance with the provisions of the Reform Act and the Authorizing Ordinance; \$-0- of such bonds have heretofore been issued by the Village; and

the Corporate Authorities hereby determine that it is necessary and advisable that there be issued at this time \$_____ of the authorized amount; and

WHEREAS, the 2018 Alternate Bonds to be issued will be payable from the Pledged Revenues and the Pledged Taxes, both as hereinafter defined; and

WHEREAS, the Pledged Revenues will be pledged to the 2018 Alternate Bonds on a parity with the Village's outstanding General Obligation Bonds (Alternate Revenue Source), Series 2012A (the "*2012A Alternate Bonds*"), which 2012A Alternate Bonds were issued pursuant to an ordinance adopted by the Corporate Authorities on the 14th day of August, 2012 (the "*2012A Alternate Bond Ordinance*"), General Obligation Bonds (Alternate Revenue Source), Series 2014B (the "*2014B Alternate Bonds*"), which 2014B Alternate Bonds were issued pursuant to an ordinance adopted by the Corporate Authorities on the 17th day of June, 2014 (the "*2014B Alternate Bond Ordinance*"), and General Obligation Bonds (Sales Tax Alternate Revenue Source), Series 2017A (the "*2017A Alternate Bonds*"), which 2017A Alternate Bonds were issued pursuant to an ordinance adopted by the Corporate Authorities on the 11th day of July, 2017 (the "*2017A Alternate Bond Ordinance*"); and

WHEREAS, the 2012A Alternate Bond Ordinance, the 2014B Alternate Bond Ordinance and the 2017A Alternate Bond Ordinance permit the issuance of additional alternate bonds on a parity with the 2012A Alternate Bonds, the 2014B Alternate Bonds and the 2017A Alternate Bonds *provided* that the requirements of the Reform Act for the issuance of alternate bonds payable from the Pledged Revenues shall have been met; and

WHEREAS, the Corporate Authorities hereby determine that the Pledged Revenues will provide in each year to final maturity of the proposed 2018 Alternate Bonds an amount not less than 1.25 times total debt service on the proposed 2018 Alternate Bonds, the 2017 Alternate

Bonds, the 2014B Alternate Bonds and the 2012A Alternate Bonds, said series of bonds being the only series of alternate bonds payable from the Pledged Revenues; and

WHEREAS, such determination of the sufficiency of the Pledged Revenues is supported by the most recent audit of the Village for the fiscal year ended April 30, 2017 (the "*Audit*"), which Audit has been presented to and accepted by the Corporate Authorities, is now on file with the Village Clerk and is for a fiscal year ending not earlier than 18 months previous to the time of the proposed issuance of the Bonds; and

WHEREAS, pursuant to and in accordance with the provisions of the Bond Issue Notification Act of the State of Illinois, as amended, the President of the Village (the "*President*"), on the 17th day of April, 2018, executed an Order calling a public hearing (the "*Hearing*") for the 15th day of May, 2018, concerning the intent of the Corporate Authorities to sell not to exceed \$20,000,000 General Obligation Bonds (Sales Tax Alternate Revenue Source) for the Project; and

WHEREAS, notice of the Hearing was given by (i) publication at least once not less than seven (7) nor more than thirty (30) days before the date of the Hearing in *The Hinsdalean*, the same being a newspaper of general circulation in the Village and (ii) posting at least 96 hours before the Hearing a copy of said notice at the principal office of the Corporate Authorities; and

WHEREAS, the Hearing was held on the 15th day of May, 2018, and at the Hearing, the Corporate Authorities explained the reasons for the proposed bond issue and permitted persons desiring to be heard an opportunity to present written or oral testimony within reasonable time limits; and

WHEREAS, the Hearing was finally adjourned on the 15th day of May, 2018, and not less than seven (7) days have passed since the final adjournment of the Hearing; and

WHEREAS, the Corporate Authorities are now authorized to issue the 2018 Alternate Bonds to the amount of \$20,000,000 in accordance with the provisions of the Reform Act, and the Corporate Authorities hereby determine that it is necessary and desirable that there be issued at this time 2018 Alternate Bonds as necessary for the Project, and that the amount of bonds so required to be issued at this time is \$_____; and

WHEREAS, the Property Tax Extension Limitation Law of the State of Illinois, as amended (the "*Tax Limitation Law*"), imposes certain limitations on the "aggregate extension" of certain property taxes levied by the Village, but provides that the definition of "aggregate extension" contained in Section 18-185 of the Tax Limitation Law does not include "extensions . . . made for payments of principal and interest on bonds issued under Section 15 of the Local Government Debt Reform Act"; and

WHEREAS, the County Clerks of The Counties of DuPage and Cook, Illinois (the "*County Clerks*"), are therefore authorized to extend and collect said direct annual ad valorem tax so levied for the payment of the 2018 Alternate Bonds for the Project without limitation as to rate or amount:

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. Definitions. Words and terms used in this Ordinance shall have the meanings given them unless the context or use clearly indicates another or different meaning is intended. Words and terms defined in the singular may be used in the plural and vice-versa. Reference to any gender shall be deemed to include the other and also inanimate persons such as corporations, where applicable.

A. The following words and terms are as defined in the preambles hereto.

2012A Alternate Bond Ordinance

2014B Alternate Bond Ordinance

2017A Alternate Bond Ordinance

2012A Alternate Bonds

2014B Alternate Bonds

2017A Alternate Bonds

2018 Alternate Bonds

Audit

Authorizing Ordinance

Corporate Authorities

Hearing

President

Project

Reform Act

Tax Limitation Law

Village

B. The following words and terms are defined as set forth.

“Additional Bonds” means any alternate bonds issued in the future in accordance with the provisions of the Reform Act on a parity with and sharing equally in the Pledged Revenues with the Bonds.

“Alternate Bonds” means the Bonds, the 2012A Alternate Bonds, the 2014B Alternate Bonds, the 2017A Alternate Bonds and any Additional Bonds.

“Bond” or *“Bonds”* or *“2018 Alternate Bonds”* means one or more, as applicable, of the \$_____ General Obligation Bonds (Sales Tax Alternate Revenue Source), Series 2018A, authorized to be issued by this Ordinance.

“Bond Fund” means the 2018 Alternate Bond Fund established hereunder and further described in Section 11 of this Ordinance.

“Bond Register” means the books of the Village kept by the Bond Registrar to evidence the registration and transfer of the Bonds.

“Bond Registrar” or *“Paying Agent”* means Amalgamated Bank of Chicago, Chicago, Illinois, a banking association having trust powers, or a successor bank with trust powers or a trust company, duly authorized to do business as a bond registrar and as paying agent as herein required.

“Code” means the Internal Revenue Code of 1986, as amended.

“Designated Officers” means the President, Village Clerk, or Treasurer, or assigns, or any of them acting together.

“Expense Fund” means the fund established hereunder and further described in Section 19 of this Ordinance.

“Fiscal Year” means that twelve-calendar month period selected by the Corporate Authorities as the Fiscal Year for the Village.

“Ordinance” means this Ordinance as supplemented or amended from time to time.

“Outstanding” or *“outstanding”* when used with reference to the Bonds, the 2012A Alternate Bonds, the 2014B Alternate Bonds, the 2017A Alternate Bonds and Additional Bonds means such of those bonds which are outstanding and unpaid; *provided, however*, such term shall not include Bonds, 2012A Alternate Bonds, 2014B Alternate Bonds, the 2017A Alternate Bonds or Additional Bonds (i) which have matured and for which moneys are on deposit with proper paying agents or are otherwise sufficiently available to pay all principal thereof and interest thereon or (ii) the provision

for payment of which has been made by the Village by the deposit in an irrevocable trust or escrow of funds or direct, full faith and credit obligations of the United States of America, the principal of and interest on which will be sufficient to pay at maturity or as called for redemption all the principal of, redemption premium, if any, and interest on such Bonds, 2012A Alternate Bonds, 2014B Alternate Bonds, the 2017A Alternate Bonds or Additional Bonds.

“Pledged Moneys” means, collectively, the Pledged Revenues and the Pledged Taxes, as each are defined herein.

“Pledged Revenues” means collections distributed to the Village from those taxes imposed by the State of Illinois (the *“State”*) pursuant to the Use Tax Act, the Service Use Tax Act, the Service Occupation Tax Act, the Retailers’ Occupation Tax Act, the Non-Home Rule Municipal Retailers’ Occupation Tax Act and the Non-Home Rule Municipal Service Occupation Tax Act, each as supplemented and amended from time to time, or substitute taxes therefor as provided by the State in the future.

“Pledged Taxes” means the *ad valorem* taxes levied against all of the taxable property in the Village without limitation as to rate or amount, pledged hereunder by the Village as security for the Bonds, as more fully described in Section 12 of this Ordinance.

“Project Fund” means the Project Fund (2018) established hereunder and further described in Section 19 of this Ordinance.

“Purchase Contract” means the contract for the purchase and sale of the Bonds with the Purchaser, consisting of an official “Notice of Sale” by the Village and an official “Bid Form” by and between the Purchaser and the Village.

"Purchase Price" means the price paid for the Bonds, to-wit: \$_____ (being the par amount of the Bonds, plus net original issue premium in the amount of \$_____, and net of an underwriter's discount of \$_____).

"Purchaser" means _____, _____, _____.

"Record Date" means the 1st day of the month of any regularly scheduled interest payment date.

"Tax-exempt" means, with respect to the Bonds, the status of interest paid and received thereon as excludable from the gross income of the owners thereof under the Code for federal income tax purposes and as not included as an item of tax preference in computing the alternative minimum tax for individuals and corporations under the Code, but as taken into account in computing an adjustment used in determining the federal alternative minimum tax for certain corporations.

"Treasurer" means the Treasurer of the Village.

"Village Clerk" means the Village Clerk of the Village.

Section 2. Incorporation of Preambles. The Corporate Authorities hereby find that the recitals contained in the preambles to this Ordinance are true and correct and do incorporate them into this Ordinance by this reference, and such finding shall be incontestable under the Reform Act as therein provided.

Section 3. Authorization. It is hereby found and determined that the Corporate Authorities have been authorized by law to borrow the sum of \$20,000,000 upon the credit of the Village and as evidence of such indebtedness to issue bonds of the Village in said amount, the proceeds of said bonds to be used for the Project, and that it is necessary to borrow \$_____ of said authorized sum and issue the Bonds in evidence thereof for purposes of paying costs of

the Project, and that it is necessary and for the best interests of the Village that there be issued at this time \$_____ of the bonds so authorized for the Project.

Section 4. Determination to Issue Bonds. It is necessary and in the best interests of the Village for the Village to undertake the Project for the public health, safety and welfare, and to issue the Bonds to enable the Village to pay the costs thereof.

Section 5. Bond Details. For the purpose of providing for the payment of the costs of the Project, there shall be issued and sold the Bonds in the principal amount of \$_____. The Bonds shall each be designated "General Obligation Bond (Sales Tax Alternate Revenue Source), Series 2018A," and be dated the date of issuance thereof (the "*Dated Date*"), and shall also bear the date of authentication thereof. The Bonds shall be in fully registered form, shall be in denominations of \$5,000 or authorized integral multiples thereof (but no single Bond shall represent principal maturing on more than one date), as shall be numbered in such reasonable fashion as may be selected by the Bond Registrar, and shall mature (subject to prior redemption as hereinafter provided) on December 15 of the years and in the amounts and shall bear interest at the rates percent per annum as follows:

YEAR	AMOUNT (\$)	RATE (%)
2019		
2020		
2021		
2022		
2023		
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		
2035		
2036		
2037		
2038		

Each Bond shall bear interest from the later of its Dated Date as herein above provided or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of such Bond is paid or duly provided for, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable semiannually on each June 15 and December 15, commencing on June 15, 2019. Interest on each Bond shall be paid by check or draft of the Paying Agent, payable upon presentation thereof in lawful money of the United States of America, to the person in whose name such Bond is registered at the close of business on the Record Date. The principal of the Bonds shall be payable in lawful money of the United States of America upon presentation thereof at the principal corporate trust office of the Paying Agent.

Section 6. Redemption. (a) Optional Redemption. The Bonds due on and after December 15, 2027, are subject to redemption prior to maturity at the option of the Village as a

whole, or in part in any order of maturity determined by the Village (less than all of the Bonds of a single maturity to be selected by the Bond Registrar), on December 15, 2026, or on any date thereafter, at the redemption price of par plus accrued interest to the date of redemption.

(b) [*Mandatory Redemption.* The Bonds are not subject to mandatory redemption.]

(c) *Redemption Procedure.* For redemptions at the option of the Village, the Village shall, at least 45 days prior to the redemption date (unless a shorter time period shall be satisfactory to the Bond Registrar), notify the Bond Registrar of such redemption date and of the principal amount and maturities of Bonds to be redeemed. For purposes of any redemption of less than all of the Bonds of a single maturity, the particular Bonds or portions of Bonds to be redeemed shall be selected by lot not more than 60 days prior to the redemption date by the Bond Registrar for the Bonds of such series and maturity by such method of lottery as the Bond Registrar shall deem fair and appropriate; *provided*, that such lottery shall provide for the selection for redemption of Bonds or portions thereof so that any \$5,000 Bond or \$5,000 portion of a Bond shall be as likely to be called for redemption as any other such \$5,000 Bond or \$5,000 portion.

The Bond Registrar shall promptly notify the Village and the Paying Agent in writing of the Bonds or portions of Bonds selected for redemption and, in the case of any Bond selected for partial redemption, the principal amount thereof to be redeemed.

Unless waived by the registered owner of Bonds to be redeemed, official notice of any such redemption shall be given by the Bond Registrar on behalf of the Village by mailing the redemption notice by first-class mail not less than 30 days and not more than 60 days prior to the date fixed for redemption to each registered owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such registered owner to the Bond Registrar.

All official notices of redemption shall include the name of the Bonds and at least the information as follows:

- (1) the redemption date;
- (2) the redemption price;
- (3) if less than all of the Bonds of a single maturity are to be redeemed, the identification (and, in the case of partial redemption of any Bonds, the respective principal amounts) of the Bonds to be redeemed;
- (4) a statement that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after said date; and
- (5) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the principal corporate trust business office of the Paying Agent.

Unless moneys sufficient to pay the redemption price of the Bonds to be redeemed shall have been received by the Paying Agent prior to the giving of such notice of redemption, such notice may, at the option of the Village, state that said redemption shall be conditional upon the receipt of such moneys by the Paying Agent on or prior to the date fixed for redemption. If such moneys are not received, such notice shall be of no force and effect, the Village shall not redeem such Bonds, and the Bond Registrar shall give notice, in the same manner in which the notice of redemption shall have been given, that such moneys were not so received and that such Bonds will not be redeemed. Otherwise, prior to any redemption date, the Village shall deposit with the Paying Agent an amount of money sufficient to pay the redemption price of all the Bonds or portions of Bonds which are to be redeemed on that date.

Subject to the provisions for a conditional redemption described above, notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the Village shall default in the payment of the redemption

price) such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Paying Agent at the redemption price. The procedure for the payment of interest due as part of the redemption price shall be as herein provided for payment of interest otherwise due. Upon surrender for any partial redemption of any Bond, there shall be prepared for the registered owner a new Bond or Bonds of like tenor, of authorized denominations, of the same maturity, and bearing the same rate of interest in the amount of the unpaid principal.

If any Bond or portion of a Bond called for redemption shall not be so paid upon surrender thereof for redemption, the principal shall, until paid or duly provided for, bear interest from the redemption date at the rate borne by the Bond or portion of Bond so called for redemption. All Bonds which have been redeemed shall be cancelled and destroyed by the Bond Registrar and shall not be reissued.

Section 7. Execution; Authentication. The Bonds shall be executed on behalf of the Village with the manual or facsimile signature of the President and attested with the manual or facsimile signature of the Village Clerk, as they may determine, and shall have impressed or imprinted thereon the corporate seal or facsimile thereof of the Village. In case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

All Bonds shall have thereon a certificate of authentication substantially in the form hereinafter set forth duly executed by the Bond Registrar as authenticating agent of the Village and showing the date of authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until such certificate of authentication shall have been duly executed by the Bond Registrar by manual signature, and

such certificate of authentication upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Ordinance. The certificate of authentication on any Bond shall be deemed to have been executed by the Bond Registrar if signed by an authorized officer of the Bond Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder.

Section 8. Registration of Bonds; Persons Treated as Owners; Global Book-Entry System. (a) *General.* The Village shall cause books for the registration and for the transfer of the Bonds as provided in this Ordinance to be kept at the principal corporate trust office of the Bond Registrar, which is hereby constituted and appointed the registrar of the Village for this issue. The Village is authorized to prepare, and the Bond Registrar shall keep custody of, multiple Bond blanks executed by the Village for use in the transfer and exchange of Bonds.

Upon surrender for transfer of any Bond at the principal corporate trust office of the Bond Registrar, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Bond Registrar and duly executed by the registered owner or his or her attorney duly authorized in writing, the Village shall execute and the Bond Registrar shall authenticate, date and deliver in the name of the transferee or transferees a new fully registered Bond or Bonds of the same maturity of authorized denominations, for a like aggregate principal amount. Any fully registered Bond or Bonds may be exchanged at said office of the Bond Registrar for a like aggregate principal amount of Bond or Bonds of the same maturity of other authorized denominations. The execution by the Village of any fully registered Bond shall constitute full and due authorization of such Bond and the Bond Registrar shall thereby be authorized to authenticate, date and deliver such Bond; *provided, however*, the principal amount of outstanding Bonds of each maturity authenticated by the Bond Registrar shall not exceed the authorized principal amount of Bonds for such maturity less previous retirements.

The Bond Registrar shall not be required to transfer or exchange any Bond during the period beginning at the close of business on the 1st day of the month of any interest payment date on the Bonds and ending at the opening of business on such interest payment date, nor to transfer or exchange any Bond after notice calling such Bond for redemption has been mailed, nor during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Bonds.

The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on any Bond shall be made only to or upon the order of the registered owner thereof or his or her legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

No service charge shall be made for any transfer or exchange of Bonds, but the Village or the Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds, except in the case of the issuance of a Bond or Bonds for the unredeemed portion of a Bond surrendered for redemption.

(b) *Global Book-Entry System.* The Bonds shall be initially issued in the form of a separate single fully registered Bond for each of the maturities of the Bonds determined as described in Section 5 hereof. Upon initial issuance, the ownership of each such Bond shall be registered in the Bond Register in the name of Cede & Co., or any successor thereto ("*Cede*"), as nominee of The Depository Trust Company, New York, New York, and its successors and assigns ("*DTC*"). All of the outstanding Bonds shall be registered in the Bond Register in the name of Cede, as nominee of DTC, except as hereinafter provided. The Designated Officers and the Bond Registrar are each authorized to execute and deliver, on behalf of the Village, such

letters to or agreements with DTC as shall be necessary to effectuate such book-entry system (any such letter or agreement being referred to herein as the "*Representation Letter*"), which Representation Letter may provide for the payment of principal of or interest on the Bonds by wire transfer.

With respect to Bonds registered in the Bond Register in the name of Cede, as nominee of DTC, the Village and the Bond Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which DTC holds Bonds from time to time as securities depository (each such broker-dealer, bank or other financial institution being referred to herein as a "*DTC Participant*") or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the Village and the Bond Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any amount with respect to the principal of or interest on the Bonds. The Village and the Bond Registrar may treat and consider the person in whose name each Bond is registered in the Bond Register as the holder and absolute owner of such Bond for the purpose of payment of principal and interest with respect to such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Bond Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the respective registered owners of the Bonds, as shown in the Bond Register, or their respective attorneys duly

authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Village's obligations with respect to payment of the principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner of a Bond as shown in the Bond Register, shall receive a Bond evidencing the obligation of the Village to make payments of principal and interest with respect to any Bond. Upon delivery by DTC to the Bond Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede, and subject to the provisions in Section 5 hereof with respect to the payment of interest to the registered owners of Bonds at the close of business on the 1st day of the month of the applicable interest payment date, the name "Cede" in this Ordinance shall refer to such new nominee of DTC.

In the event that (i) the Village determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, (ii) the agreement among the Village, the Bond Registrar and DTC evidenced by the Representation Letter shall be terminated for any reason or (iii) the Village determines that it is in the best interests of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the Village shall notify DTC and DTC Participants of the availability through DTC of certificated Bonds and the Bonds shall no longer be restricted to being registered in the Bond Register in the name of Cede, as nominee of DTC. At that time, the Village may determine that the Bonds shall be registered in the name of and deposited with such other depository operating a universal book-entry system, as may be acceptable to the Village, or such depository's agent or designee, and if the Village does not select such alternate universal book-entry system, then the Bonds may be registered in whatever name or names registered owners of Bonds transferring or exchanging Bonds shall designate, in accordance with the provisions of Section 8(a) hereof.

Notwithstanding any other provisions of this Ordinance to the contrary, so long as any Bond is registered in the name of Cede, as nominee of DTC, all payments with respect to principal of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the name provided in the Representation Letter.

Section 9. Form of Bond. The Bonds shall be in substantially the form hereinafter set forth; *provided, however,* that if the text of the Bonds is to be printed in its entirety on the front side of the Bonds, then the second paragraph on the front side and the legend "See Reverse Side for Additional Provisions" shall be omitted and the text of paragraphs set forth for the reverse side shall be inserted immediately after the first paragraph.

[Form of Bond - Front Side]

REGISTERED
NO. _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA

STATE OF ILLINOIS

COUNTIES OF DuPAGE AND COOK

VILLAGE OF HINSDALE

**GENERAL OBLIGATION BOND (SALES TAX ALTERNATE REVENUE SOURCE)
SERIES 2018A**

See Reverse Side for Additional Provisions

Interest	Maturity	Dated	
Rate: _____%	Date: December 15, 20__	Date: June 27, 2018	CUSIP: 433416 __

Registered Owner: CEDE & CO.

Principal Amount:

KNOW ALL PERSONS BY THESE PRESENTS that the Village of Hinsdale, DuPage and Cook Counties, Illinois, a municipality and unit of local government and political subdivision of the State of Illinois (the "*Village*"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the later of the Dated Date of this Bond identified above or from the most recent interest payment date to which interest has been paid or duly provided for at the Interest Rate per annum identified above, such interest to be payable semiannually on June 15 and December 15 of each year, commencing on June 15, 2019, until the Principal Amount is paid or duly provided for, except as the provisions hereinafter set forth with respect to redemption prior to maturity may be and become applicable hereto. The Principal Amount of

this Bond is payable in lawful money of the United States of America upon presentation at the principal corporate trust office of Amalgamated Bank of Chicago, Chicago, Illinois, as paying agent and bond registrar (the "*Bond Registrar*"). Payment of the installments of interest shall be made to the Registered Owner hereof, as shown on the registration books of the Village maintained by Bond Registrar at the close of business on the 1st day of the month of each interest payment date. Interest shall be paid by check or draft of the Bond Registrar, payable upon presentation in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Bond Registrar.

Reference is hereby made to the further provisions of this Bond set forth on the reverse hereof, and such further provisions shall for all purposes have the same effect as if set forth at this place.

It is hereby certified and recited that all acts, conditions and things required to be done precedent to and in the issuance of this Bond have been done and have happened and have been performed in regular and due form of law; that the indebtedness of the Village, including the issue of Bonds of which this is one, does not exceed any limitation imposed by law, unless the Pledged Taxes shall have been extended pursuant to the general obligation full faith and credit promise supporting the Bonds, in which case the amount of the Bonds then outstanding shall be included in the computation of indebtedness of the Village for purposes of all statutory provisions or limitations until such time as an audit of the Village shall show that the Bonds have been paid from the Pledged Revenues for a complete Fiscal Year; that provision has been made for the collection of the Pledged Revenues, the levy and collection of the Pledged Taxes, and the segregation of the Pledged Moneys to pay the interest hereon as it falls due and also to pay and discharge the principal hereof at maturity; and that the Village hereby covenants and agrees that

it will properly account for said Pledged Moneys and will comply with all the covenants of and maintain the funds and accounts as provided by the Ordinance. For the prompt payment of this Bond, both principal and interest at maturity, the full faith, credit and resources of the Village are hereby irrevocably pledged.

This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Bond Registrar.

IN WITNESS WHEREOF, the Village of Hinsdale, DuPage and Cook Counties, Illinois, by its President and Board of Trustees, has caused this Bond to be executed with the manual or duly authorized facsimile signature of its President and attested by the manual or duly authorized facsimile signature of its Village Clerk and its corporate seal or a facsimile thereof to be impressed or reproduced hereon, all as appearing hereon and as of the Dated Date identified above.

SPECIMEN

President, Village of Hinsdale,
DuPage and Cook Counties, Illinois

ATTEST:

SPECIMEN

Village Clerk, Village of Hinsdale,
DuPage and Cook Counties, Illinois

[SEAL]

CERTIFICATE OF AUTHENTICATION

Date of Authentication: June 27, 2018

This Bond is one of the Bonds described in the within-mentioned Ordinance and is one of the General Obligation Bonds (Sales Tax Alternate Revenue Source), Series 2018A, of the Village of Hinsdale, DuPage and Cook Counties, Illinois.

AMALGAMATED BANK OF CHICAGO
Chicago, Illinois, as Bond Registrar

By: SPECIMEN
Authorized Officer

[Form of Bond - Reverse Side]

VILLAGE OF HINSDALE, DUPAGE AND COOK COUNTIES, ILLINOIS

GENERAL OBLIGATION BOND (SALES TAX ALTERNATE REVENUE SOURCE)

SERIES 2018A

This bond and the bonds of the series of which it forms a part ("*Bond*" and "*Bonds*" respectively) are of an authorized issue of _____ Dollars (\$_____) of like dated date and tenor except as to maturity and rate of interest, and are issued pursuant to the Illinois Municipal Code, as amended, the Local Government Debt Reform Act, as amended, and all acts of the General Assembly of the State of Illinois, and as supplemented and amended (collectively, the "*Applicable Law*"), for the purpose of financing certain costs to be incurred in connection with certain public infrastructure projects, including, but not limited to, acquisition and construction of improvements to municipal roads and streets, access roads, bridges, and sidewalks; waste disposal systems; water and sewer line extensions, water distribution and purification facilities, storm water drainage and retention facilities, and sewage treatment facilities; and construction of a parking deck structure within the Village and related improvements and expenses incident thereto, as more fully described in the Ordinance as herein below defined. The Bonds are issued pursuant to an authorizing ordinance passed by the President and Board of Trustees of the Village (the "*Corporate Authorities*") on the 17th day of April, 2018, and a more complete bond ordinance passed by the Corporate Authorities on the 12th day of June, 2018 (the "*Ordinance*"), to which reference is hereby expressly made for further definitions and terms and to all the provisions of which the Registered Owner by the acceptance of this Bond assents.

The Bonds are payable from collections distributed to the Village from those taxes imposed by the State of Illinois (the "*State*") pursuant to the Use Tax Act, the Service Use Tax Act, the Service Occupation Tax Act, the Retailers' Occupation Tax Act, the Non-Home Rule

Municipal Retailers' Occupation Tax Act and the Non-Home Rule Municipal Service Occupation Tax Act, each as supplemented and amended from time to time, or substitute taxes therefor as provided by the State in the future (the "*Pledged Revenues*"). Additional Bonds, secured ratably and equally by the Pledged Revenues, or by any portion thereof, may be issued in the future as provided in the Ordinance and the Applicable Law. The Bonds are also payable from ad valorem taxes levied against all of the taxable property in the Village without limitation as to rate or amount (the "*Pledged Taxes*") (the Pledged Revenues and the Pledged Taxes being collectively called the "*Pledged Moneys*"), all in accordance with the provisions of the Applicable Law.

Under the Applicable Law and the Ordinance, available Pledged Revenues shall be deposited into and segregated in the Pledged Revenues Account of the 2018 Alternate Bond Fund, and the Pledged Taxes shall be deposited into and segregated in the Pledged Taxes Account of the 2018 Alternate Bond Fund, each as created by the Ordinance. Moneys on deposit in said Accounts shall be used and are pledged for paying the principal of and interest on the Bonds and for any further purposes in the priority of lien and as provided by the terms of the Ordinance.

Bonds of the issue of which this Bond is one maturing on and after December 15, 2027, are subject to redemption prior to maturity at the option of the Village as a whole, or in part in integral multiples of \$5,000 in any order of their maturity as determined by the Village (less than all the Bonds of a single maturity to be selected by lot by the Bond Registrar), on December 15, 2026, and on any date thereafter, at the redemption price of par plus accrued interest to the redemption date.

Notice of any such redemption shall be sent by first class mail not less than thirty (30) days nor more than sixty (60) days prior to the date fixed for redemption to the registered owner

of each Bond to be redeemed at the address shown on the registration books of the Village maintained by the Bond Registrar or at such other address as is furnished in writing by such registered owner to the Bond Registrar. When so called for redemption, this Bond will cease to bear interest on the specified redemption date, provided funds for redemption are on deposit at the place of payment at that time, and shall not be deemed to be outstanding.

This Bond may be transferred or exchanged, but only in the manner, subject to the limitations, and upon payment of the charges as set forth in the Ordinance.

The Village, the Paying Agent and the Bond Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and neither the Village, the Paying Agent nor the Bond Registrar shall be affected by any notice to the contrary.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint _____

as attorney to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Signature guaranteed: _____

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Section 10. Treatment of Bonds as Debt. The Bonds shall be payable from the Pledged Moneys and shall not constitute an indebtedness of the Village within the meaning of any constitutional or statutory limitation, unless the Pledged Taxes shall have been extended pursuant to the general obligation, full faith and credit promise supporting the Bonds, as set forth herein, in which case the amount of the Bonds then Outstanding shall be included in the computation of indebtedness of the Village for purposes of all statutory provisions or limitations until such time as an audit of the Village shall show that the Bonds have been paid from the Pledged Revenues for a complete Fiscal Year, in accordance with the Reform Act.

Section 11. Alternate Bond Fund. There is hereby created a special fund of the Village, which fund shall be held by the Treasurer separate and apart from all other funds and accounts of the Village and be known as the "2018 Alternate Bond Fund" (the "*Bond Fund*"). The purpose of the Bond Fund is to provide a fund to receive and disburse the Pledged Revenues and to receive and disburse Pledged Taxes for any (or all) of the Bonds. There are hereby created two accounts of the Bond Fund, designated the "Pledged Revenues Account" and the "Pledged Taxes Account". All Pledged Revenues shall be deposited to the Pledged Revenues Account, and all Pledged Taxes shall be deposited to the credit of the Pledged Taxes Account. The Bond Fund and its respective accounts constitute a trust fund established for the purpose of carrying out the covenants, terms and conditions imposed upon the Village by this Ordinance.

Any Pledged Taxes received by the Village shall promptly be deposited into the Pledged Taxes Account of the Bond Fund. Pledged Taxes on deposit to the credit of the Pledged Taxes Account of the Bond Fund shall be fully spent to pay the principal of and interest on the Bonds for which such taxes were levied and collected prior to use of any moneys on deposit in the Pledged Revenues Account of the Bond Fund.

There shall be credited to the Pledged Revenues Account of the Bond Fund and held, in cash and investments, on or before the fifteenth day of each month by the financial officer of the

Village, without any further official action or direction, the Pledged Revenues. Each monthly deposit shall be a fractional amount of the interest becoming due on the next succeeding interest payment date on all Bonds and also a fractional amount of the principal becoming due on the next succeeding maturity date of all of the Bonds until there shall have been accumulated and held, in cash and investments, in the Pledged Revenues Account on or before the month preceding such maturity date of interest or maturity date of principal, an amount sufficient to pay such principal or interest, or both.

In computing the fractional amount to be set aside each month in the Pledged Revenues Account, the fraction shall be so computed that a sufficient amount will be set aside in said Account and will be available for the prompt payment of such principal of and interest on all Bonds and shall be not less than one-sixth of the interest becoming due on the succeeding interest payment date and not less than one-twelfth of the principal becoming due on the next succeeding principal payment date on all Bonds outstanding until there is sufficient money in said Account to pay such principal or interest, or both.

Credits to the Pledged Revenues Account need not be made at such time as there shall be a sufficient sum, held in cash and investments, in said Account to meet principal and interest requirements in said Account on the next two (2) succeeding debt service payment dates on the Bonds outstanding.

Section 12. Pledged Taxes; Tax Levy. The Bonds are Alternate Bonds. For the purpose of providing funds to pay the principal of and interest on the Bonds at maturity, and as provided in Section 15 of the Reform Act, there is hereby levied upon all of the taxable property within the Village, in the years for which any of the Bonds are Outstanding, a direct annual tax for each of the years while the Bonds or any of them are Outstanding, in amounts sufficient for that purpose, and there be and there hereby is levied upon all of the taxable property in the Village the direct annual taxes in the amounts as follows (the "*Pledged Taxes*"):

YEAR	A TAX SUFFICIENT TO PRODUCE THE DOLLAR SUM OF:	
2018	\$	for principal and interest up to and including December 15, 2019
2019	\$	for principal and interest
2020	\$	for principal and interest
2021	\$	for principal and interest
2022	\$	for principal and interest
2023	\$	for principal and interest
2024	\$	for principal and interest
2025	\$	for principal and interest
2026	\$	for principal and interest
2027	\$	for principal and interest
2028	\$	for principal and interest
2029	\$	for principal and interest
2030	\$	for principal and interest
2031	\$	for principal and interest
2032	\$	for principal and interest
2033	\$	for principal and interest
2034	\$	for principal and interest
2035	\$	for principal and interest
2036	\$	for principal and interest
2037	\$	for principal and interest

Principal or interest maturing at any time when there are insufficient funds on hand from the Pledged Moneys to pay the same shall be paid promptly when due from current funds on hand in advance of the collection of the Pledged Moneys herein pledged and levied; and when the Pledged Moneys shall have been collected, reimbursement shall be made to said funds in the amount so advanced. The Village covenants and agrees with the purchasers and registered owners of the Bonds that so long as any of the Bonds remain outstanding, the Village will take no action or fail to take any action which in any way would adversely affect the ability of the Village to levy and collect the foregoing tax levy. The Village and its officers will comply with all present and future applicable laws in order to assure that the Pledged Taxes may be levied, extended and collected as provided herein and deposited into the Bond Fund.

Section 13. Filing with County Clerks. After this Ordinance becomes effective, a copy hereof, certified by the Village Clerk, shall be filed with each of the County Clerks. The County

Clerks shall in and for each of the years required ascertain the rate percent required to produce the aggregate Pledged Taxes hereinbefore levied in each of said years; and the County Clerks shall extend the same for collection on the tax books in connection with other taxes levied in said years in and by the Village for general corporate purposes of the Village; and the County Clerks, or other appropriate officers or designees, shall remit the Pledged Taxes for deposit to the credit of the Bond Fund, and in said years the Pledged Taxes shall be levied and collected by and for and on behalf of the Village in like manner as taxes for general corporate purposes of the Village for said years are levied and collected, and in addition to and in excess of all other taxes. The Pledged Taxes are hereby irrevocably pledged to and shall be used only for the purpose of paying principal of and interest on the Bonds.

Section 14. Abatement of Pledged Taxes. For the purpose of providing Pledged Revenues in each year sufficient to pay debt service of all Outstanding Bonds for such year, the Village agrees and covenants to make provision therefor in the Village's annual budget and appropriation ordinance to be duly adopted by the Corporate Authorities, all in the manner, form and time as provided by law. Prior to the deadline for the timely annual abatement of the Pledged Taxes for the Bonds for the then current year, established by applicable law and the procedures of the County Clerks, the appropriate Village officers shall deposit Pledged Revenues into the Pledged Revenues Account of the Bond Fund in an amount necessary to provide for the payment of interest and principal coming due on the Bonds otherwise payable from the proceeds of such tax levy. Upon (but in no event prior to) the deposit of such moneys, the Corporate Authorities or the officers of the Village acting with proper authority shall direct the abatement of such levy of Pledged Taxes for the Bonds.

Section 15. Pledged Revenues; General Covenants. The Village covenants and agrees with the holders of the Alternate Bonds that, so long as any Alternate Bonds remain Outstanding:

A. The Pledged Revenues are hereby pledged to the payment of the Alternate Bonds, and the Corporate Authorities covenant and agree to provide for, collect and apply the Pledged Revenues to the payment of all such bonds as are from time to time Outstanding Bonds and the provision of not less than an additional .25 times debt service thereon. The determination of the sufficiency of the Pledged Revenues pursuant to this subsection (A) shall be supported by reference to the Audit, and the reference to and acceptance of the Audit by the Corporate Authorities shall be conclusive evidence that the conditions of Section 15 of the Reform Act have been met.

B. The Village will punctually pay or cause to be paid from the Bond Fund the principal of and interest on to become due in respect to the Alternate Bonds in strict conformity with the terms of the Alternate Bonds and this Ordinance, and it will faithfully observe and perform all of the conditions, covenants and requirements thereof and hereof.

C. The Village will pay and discharge, or cause to be paid and discharged, from the Bond Fund any and all lawful claims which, if unpaid, might become a lien or charge upon the Pledged Revenues, or any part thereof, or upon any such funds in the hands of the Paying Agent, or which might impair the security of the Alternate Bonds. Nothing herein contained shall require the Village to make any such payment so long as the Village in good faith shall contest the validity of said claims.

D. The Village will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the Village, in which complete and correct entries shall be made of all transactions relating to the Project, to the Pledged

Revenues and to the Bond Fund. Such books of record and accounts shall at all times during business hours be subject to the inspection of the holders of not less than ten per cent (10%) of the principal amount of the Outstanding Alternate Bonds or their representatives authorized in writing.

E. The Village will preserve and protect the security of the Alternate Bonds and the rights of the registered owners of the Alternate Bonds, and will warrant and defend their rights against all claims and demands of all persons. From and after the sale and delivery of any of the Alternate Bonds by the Village, the Alternate Bonds shall be incontestable by the Village.

F. The Village will adopt, make, execute and deliver any and all such further ordinances, resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention of, or to facilitate the performance of, this Ordinance, and for the better assuring and confirming unto the holders of the Alternate Bonds of the rights and benefits provided in this Ordinance.

G. As long as any Alternate Bonds are Outstanding, the Village will continue to deposit and apply the Pledged Revenues and, if applicable, the Pledged Taxes as provided herein. The Village covenants and agrees with the purchasers of the Alternate Bonds and with the registered owners thereof that so long as any Alternate Bonds remain Outstanding, the Village will take no action or fail to take any action which in any way would adversely affect the ability of the Village to collect the Pledged Revenues. The Village and its officers will comply with all present and future applicable laws in order to assure that the Pledged Revenues and the Pledged Taxes may be collected as provided herein and deposited into the Bond Fund.

H. Once issued, the Alternate Bonds shall be and forever remain until paid or defeased the general obligation of the Village, for the payment of which its full faith and credit are pledged, and shall be payable, in addition to the Pledged Revenues, from the levy of the Pledged Taxes as provided in the Reform Act.

Section 16. Additional Bonds. The Village reserves the right to issue Additional Bonds without limit from time to time payable from the Pledged Revenues, and any such Additional Bonds shall share ratably and equally in the Pledged Revenues with the Bonds, the 2017A Alternate Bonds, the 2014B Alternate Bonds and the 2012A Alternate Bonds; *provided, however,* that no Additional Bonds shall be issued except in accordance with the provisions of the Reform Act.

Section 17. Defeasance. Bonds which are no longer Outstanding Bonds as defined in this Ordinance shall cease to have any lien on or right to receive or be paid from the Pledged Revenues or the Pledged Taxes and shall no longer have the benefits of any covenant for the registered owners of Outstanding Bonds as set forth herein as such relates to lien and security for the Bonds in the Pledged Revenues or the Pledged Taxes.

Section 18. Sale of the Bonds. The Bonds hereby authorized shall be executed as in this Ordinance provided as soon after the passage hereof as may be, and thereupon be deposited with the Treasurer, and be by said Treasurer delivered to the Purchaser, upon receipt of the Purchase Price. The Purchase Contract is in all respects ratified, approved and confirmed, it being hereby found and determined that the Bonds have been sold at such price and bear interest at such rates that neither the true interest cost (yield) nor the net interest rate received upon such sale exceed the maximum rate otherwise authorized by Illinois law and that the Purchase Contract is in the best interests of the Village and that no person holding any office of the Village, either by election or appointment, is in any manner financially interested directly in his or her own name

or indirectly in the name of any other person, association, trust or corporation, in the Purchase Contract.

The use by the Purchaser of any Preliminary Official Statement and any final Official Statement relating to the Bonds (the "*Official Statement*") is hereby ratified, approved and authorized; the execution and delivery of the Official Statement is hereby authorized; and the officers of the Corporate Authorities are hereby authorized to take any action as may be required on the part of the Village to consummate the transactions contemplated by the Purchase Contract, this Ordinance, said Preliminary Official Statement, the final Official Statement and the Bonds.

Section 19. Use of Proceeds. The proceeds derived from the sale of the Bonds shall be used as follows:

A. Accrued interest, if any, received by the Village upon the sale of the Bonds shall be remitted by the Treasurer for deposit into the Bond Fund and be used to pay first interest coming due on the Bonds.

B. The Village shall then allocate from the Bond proceeds, along with any premium received by the Village upon the sale of the Bonds, the sum necessary for expenses incurred in the issuance of the Bonds which shall be deposited into an "Expense Fund" to be maintained by the Treasurer and disbursed for such issuance expenses from time to time in accordance with usual Village procedures for the disbursement of funds, which disbursements are hereby expressly authorized. Moneys not disbursed from the Expense Fund within six months shall be transferred by the Village for deposit in the Project Fund, and any deficiencies in the Expense Fund shall be paid by disbursement from the Project Fund.

C. The remaining funds shall be set aside in a separate fund hereby created and designated as the "Project Fund (2018)" (the "*Project Fund*"), which the Village shall maintain as a separate and segregated account. Moneys in said fund shall be withdrawn from time to time as needed for the payment of costs of the Project, and paying the fees and expenses incidental thereto not paid out of the Expense Fund; and said moneys shall be disbursed by the Village from time to time only upon submission to the Treasurer of the following:

(1) If such disbursement is for payment to a supplier, materialman, or contractor for work done in connection with the Project, a certificate executed by the engineer or architect or Village officer in charge of the construction or acquisition of the pertinent project stating the amount of materials supplied or the nature of the work completed, that such materials have been properly accepted or such work approved by him, the amount due and payable thereon, and the amount remaining to be paid in connection with the project as applicable; and

(2) A duplicate copy of the order signed by an officer of the Village, stating specifically the purpose for which the order is issued and indicating that the payment for which the order is issued has been approved by the Village.

Funds on deposit in the Project Fund may be invested by the Treasurer in any lawful manner. All investment earnings in the Project Fund shall first be reserved and transferred to such other account as and to the extent necessary to pay any "excess arbitrage profits" or "penalty in lieu of rebate" under Section 148 of the Code to maintain the Tax-Exempt status of the Bonds, and the remainder shall be retained in the Project Fund and appropriate account for costs of the Project.

Within sixty (60) days after full depletion of any account of the Project Fund, or if the Project has been completed and accepted, the Treasurer shall certify to the Corporate Authorities the fact of such depletion or the engineer or architect or Village officer in responsible charge of the pertinent project shall certify to the Corporate Authorities the fact that the work has been completed and accepted, and upon approval of such certification by the Corporate Authorities, funds (if any) remaining in the Project Fund shall be credited by the Treasurer to the appropriate account for payment of the Bonds; and the Project Fund shall be closed.

Section 20. General Arbitrage Covenants. The Village hereby covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause the interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The Village acknowledges that, in the event of an examination by the Internal Revenue Service of the exemption from Federal income taxation for interest paid on the Bonds, under present rules, the Village may be treated as the "taxpayer" in such examination and agrees that it will respond in a commercially reasonable manner to any inquiries from the Internal Revenue Service in connection with such an examination.

The Village also agrees and covenants with the purchasers and holders of the Bonds from time to time outstanding that, to the extent possible under Illinois law, it will comply with whatever federal tax law is adopted in the future which applies to the Bonds and affects the Tax-exempt status of the Bonds.

The Corporate Authorities hereby authorize any of its officers to make such further covenants and certifications as may be necessary to assure that the use thereof will not cause the

Bonds to be arbitrage bonds and to assure that the interest on the Bonds will be exempt from federal income taxation. In connection therewith, the Village and the Corporate Authorities further agree: (a) through their officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to consult with counsel approving the Bonds and to comply with such advice as may be given; (c) to pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Bonds; (d) to file such forms, statements, and supporting documents as may be required and in a timely manner; and (e) if deemed necessary or advisable by their officers, to employ and pay fiscal agents, financial advisors, attorneys, and other persons to assist the Village in such compliance.

Section 21. Registered Form. The Village recognizes that Section 149(a) of the Code requires the Bonds to be issued and to remain in fully registered form in order to be and remain Tax-exempt. In this connection, the Village agrees that it will not take any action to permit the Bonds to be issued in, or converted into, bearer or coupon form.

Section 22. Certain Specific Tax Covenants. A. None of the Bonds shall be a "private activity bond" as defined in Section 141(a) of the Code; and the Village certifies, represents, and covenants as follows:

(1) Not more than 5% of the net proceeds and investment earnings of the Bonds is to be used, directly or indirectly, in any activity carried on by any person other than a state or local governmental unit.

(2) Not more than 5% of the amounts necessary to pay the principal of and interest on the Bonds will be derived, directly or indirectly, from payments with respect to any private business use by any person other than a state or local governmental unit.

(3) None of the proceeds of the Bonds is to be used, directly or indirectly, to make or finance loans to persons other than a state or local governmental unit.

(4) No user of the infrastructure of the Village to be improved as part of the Project other than the Village or another governmental unit, will use the same on any basis other than the same basis as the general public; and no person, other than the Village or another governmental unit, will be a user of such infrastructure as a result of (i) ownership or (ii) actual or beneficial use pursuant to a lease, a management or incentive payment contract other than as expressly permitted by the Code, or (iii) any other arrangement.

B. The Bonds shall not be "arbitrage bonds" under Section 148 of the Code; and the Village certifies, represents, and covenants as follows:

(1) With respect to the Project, the Village has heretofore incurred or within six months after delivery of the Bonds expects to incur substantial binding obligations to be paid for with money received from the sale of the Bonds, said binding obligations comprising binding contracts for the Project in not less than the amount of 5% of the proceeds of the Bonds allocable to the Project.

(2) More than 85% of the proceeds of the Bonds allocable to the Project will be expended on or before three years for the purpose of paying the costs of the Project.

(3) All of the principal proceeds of the Bonds allocable to the Project and investment earnings thereon will be used, needed, and expended for the purpose of paying the costs of the Project including expenses incidental thereto.

(4) Work on the Project is expected to proceed with due diligence to completion.

(5) Except for the Bond Fund, the Village has not created or established and will not create or establish any sinking fund reserve fund or any other similar fund to provide for the payment of the Bonds. The Bond Fund has been established and will be funded in a manner primarily to achieve a proper matching of revenues and debt service and will be depleted at least annually to an amount not in excess of 1/12th the particular annual debt service on the Bonds. Money deposited into the Bond Fund will be spent within a 13-month period beginning on the date of deposit, and investment earnings in the Bond Fund will be spent or withdrawn from the Bond Fund within a one-year period beginning on the date of receipt.

(6) Amounts of money related to the Bonds required to be invested at a yield not materially higher than the yield on the Bonds, as determined pursuant to such tax certifications or agreements as the Village officers may make in connection with the issuance of the Bonds, shall be so invested; and appropriate Village officers are hereby authorized to make such investments.

(7) Unless an applicable exception to Section 148(f) of the Code, relating to the rebate of "excess arbitrage profits" to the United States Treasury (the "*Rebate Requirement*") is available to the Village, the Village will meet the Rebate Requirement.

(8) Relating to such applicable exceptions, any Village officer charged with issuing the Bonds is hereby authorized to make such elections under the Code as such officer shall deem reasonable and in the best interests of the Village. If such election may result in a "penalty in lieu of rebate" as provided in the Code, and such penalty is incurred (the "*Penalty*"), then the Village shall pay such Penalty.

C. None of the proceeds of the Bonds will be used to pay, directly or indirectly, in whole or in part, for an expenditure that has been paid by the Village prior to the date hereof

except architectural or engineering costs incurred prior to commencement of any of the Project or expenditures for which an intent to reimburse it as properly declared under Treasury Regulations Section 1.103-18. This Ordinance is in itself a declaration of official intent under Treasury Regulations Section 1.103-18 as to all costs of the Project paid after the date hereof and prior to issuance of the Bonds.

D. The Village reserves the right to use or invest moneys in connection with the Bonds in any manner or to make changes in the Project list or to use the Village infrastructure acquired, constructed, or improved as part of the Project in any manner, notwithstanding the representations and covenants in (Sections 19 and 20 of) this Ordinance, *provided* it shall first have received an opinion from an attorney or a firm of attorneys of nationally recognized standing in matters pertaining to Tax-exempt bonds to the effect that use or investment of such moneys or the changes in or use of such infrastructure as contemplated will not result in loss or impairment of Tax-exempt status for the Bonds.

Section 23. This Ordinance a Contract. The provisions of this Ordinance shall constitute a contract between the Village and the registered owners of the Bonds, in accordance with the terms hereof; and no changes, additions or alterations of any kind shall be made hereto.

Section 24. Continuing Disclosure Undertaking. The Designated Officers are each hereby authorized, empowered and directed to execute and deliver a Continuing Disclosure Undertaking (the "*Continuing Disclosure Undertaking*"), in connection with the issuance of the Bonds, with such provisions therein as he or she shall approve, his or her execution thereof to constitute conclusive evidence of his or her approval of such provisions. When the Continuing Disclosure Undertaking is executed and delivered on behalf of the Village as herein provided, the Continuing Disclosure Undertaking will be binding on the Village and the officers, employees and agents of the Village, and the officers, employees and agents of the Village are

hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Continuing Disclosure Undertaking as executed. Notwithstanding any other provision of this Ordinance, the sole remedies for failure to comply with the Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any Bond to seek mandamus or specific performance by court order, to cause the Village to comply with its obligations under the Continuing Disclosure Undertaking

Section 25. Duties of Bond Registrar. If requested by the Bond Registrar, the President and Village Clerk are authorized to execute the Bond Registrar's standard form of agreement between the Village and the Bond Registrar with respect to the obligations and duties of the Bond Registrar hereunder which may include the following:

- (a) to act as bond registrar, authenticating agent, paying agent and transfer agent as provided herein;
- (b) to maintain a list of Bondholders as set forth herein and to furnish such list to the Village upon request, but otherwise to keep such list confidential;
- (c) to give notice of redemption of Bonds as provided herein;
- (d) to cancel and/or destroy Bonds which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer;
- (e) to furnish the Village at least annually a certificate with respect to Bonds cancelled and/or destroyed; and
- (f) to furnish the Village at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds

Section 26. Municipal Bond Insurance. In the event the payment of principal of and interest on the Bonds is insured pursuant to a municipal bond insurance policy (a "*Municipal Bond Insurance Policy*") issued by a bond insurer (a "*Bond Insurer*"), and as long as such Municipal Bond Insurance Policy shall be in full force and effect, the Village and the Bond

Registrar agree to comply with such usual and reasonable provisions regarding presentment and payment of the Bonds, subrogation of the rights of the Bondholders to the Bond Insurer when holding Bonds, amendment hereof, or other terms, as approved by the President on advice of counsel, his approval to constitute full and complete acceptance by the Village of such terms and provisions under authority of this Section.

Section 27. Severability. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

Section 28. Repealer. 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 29. Publication and Effective Date. This Ordinance shall be published in pamphlet form and shall be in effect immediately upon publication.

ADOPTED by the President and Board of Trustees on June 12, 2018.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED on June 12, 2018.

President, Village of Hinsdale,
DuPage and Cook Counties, Illinois

PUBLISHED in pamphlet form by authority of the Corporate Authorities on June __, 2018.

RECORDED in the Village Records on June 12, 2018.

Attest:

Village Clerk, Village of Hinsdale,
DuPage and Cook Counties, Illinois

[SEAL]



REQUEST FOR BOARD ACTION

Public Services & Engineering

AGENDA SECTION: First Read – EPS

SUBJECT: Prevailing Wage Ordinance

MEETING DATE: May 15, 2018

FROM: Dan Deeter, PE Village Engineer

Recommended Motion

Adopt an Ordinance Establishing Prevailing Wages for Public Works in the Village of Hinsdale, Cook and DuPage Counties, Illinois

Background

Section 1 of the Prevailing Wage Act (820 ILCS 130/1) states that it is the policy of the State of Illinois that a general prevailing wage will be paid to all workers engaged in public works projects.

Section 9 of the Prevailing Wage Act (820 ILCS 130/9) requires all public bodies to pass an ordinance in June of each year relative to prevailing wage rates, to investigate and ascertain the prevailing rate of wages as defined in the Act and to publicly post or keep available for inspection by any interested party in the main office of the public body its determination of such prevailing wage rates. A certified copy of the approved ordinance must be filed in the office of the Illinois Department of Labor no later than July 15 of each year.

To enforce the Prevailing Wage Act, Section 6 of the act states that “any officer, agent or representative of any public body who willfully violates, or willfully fails to comply with any of the provisions of this Act, ... is guilty of a Class A misdemeanor.” Additionally, Section 11 of the Act states:

“No public works project shall be instituted unless the provisions of this Act have been complied with. ... The Illinois Department of Labor represented by the Attorney General is empowered to sue for injunctive relief against the awarding of any contract or the continuation of work under any contract for public works at a time when the prevailing wage prerequisites have not been met.”

Discussion & Recommendation

The Illinois Department of Labor publishes the prevailing wage rates on its website at <http://www.illinois.gov/idol/Pages/default.aspx>. The Department revises the prevailing wage rates periodically and the contractor/subcontractor has an obligation to check the



REQUEST FOR BOARD ACTION

Department's website for revisions to prevailing wage rates. Staff recommends the Board of Trustees adopts an Ordinance Establishing Prevailing Wages for Public Works in the Village of Hinsdale, Cook and DuPage Counties, Illinois

Budget Impact

N/A

Village Board and/or Committee Action

N/A

Documents Attached

1. Prevailing Wage Act (820 ILCS 130/)
2. An Ordinance Establishing Prevailing Wages for Public Works in the Village of Hinsdale, Cook and DuPage Counties, Illinois.

Information maintained by the Legislative Reference Bureau

Updating the database of the Illinois Compiled Statutes (ILCS) is an ongoing process. Recent laws may not yet be included in the ILCS database, but they are found on this site as Public Acts soon after they become law.

For information concerning the relationship between statutes and Public Acts, refer to the Guide.

Because the statute database is maintained primarily for legislative drafting purposes, statutory changes are sometimes included in the statute database before they take effect. If the source note at the end of a Section of the statutes includes a Public Act that has not yet taken effect, the version of the law that is currently in effect may have already been removed from the database and you should refer to that Public Act to see the changes made to the current law.

EMPLOYMENT
(820 ILCS 130/) Prevailing Wage Act.

(820 ILCS 130/0.01) (from Ch. 48, par. 39s-0.01)

Sec. 0.01. Short title. This Act may be cited as the Prevailing Wage Act.
(Source: P.A. 86-1324.)

(820 ILCS 130/1) (from Ch. 48, par. 39s-1)

Sec. 1. It is the policy of the State of Illinois that a wage of no less than the general prevailing hourly rate as paid for work of a similar character in the locality in which the work is performed, shall be paid to all laborers, workers and mechanics employed by or on behalf of any and all public bodies engaged in public works.
(Source: P.A. 83-443.)

(820 ILCS 130/2) (from Ch. 48, par. 39s-2)

Sec. 2. This Act applies to the wages of laborers, mechanics and other workers employed in any public works, as hereinafter defined, by any public body and to anyone under contracts for public works. This includes any maintenance, repair, assembly, or disassembly work performed on equipment whether owned, leased, or rented.

As used in this Act, unless the context indicates otherwise:

"Public works" means all fixed works constructed or demolished by any public body, or paid for wholly or in part out of public funds. "Public works" as defined herein includes all projects financed in whole or in part with bonds, grants, loans, or other funds made available by or through the State or any of its political subdivisions, including but not limited to: bonds issued under the Industrial Project Revenue Bond Act (Article 11, Division 74 of the Illinois Municipal Code), the Industrial Building Revenue Bond Act, the Illinois Finance Authority Act, the Illinois Sports Facilities Authority Act, or the Build Illinois Bond Act; loans or other funds made available pursuant to the Build Illinois Act; loans or other funds made available pursuant to the Riverfront Development Fund under Section 10-15 of the River Edge Redevelopment Zone Act; or funds from the Fund for Illinois' Future under Section 6z-47 of the State Finance Act, funds for school construction under Section 5 of the General Obligation Bond Act, funds authorized under Section 3 of the School Construction Bond Act, ~~funds for school infrastructure~~ under Section 6z-45 of the State Finance Act, and funds for transportation purposes under Section 4 of the General

Obligation Bond Act. "Public works" also includes (i) all projects financed in whole or in part with funds from the Department of Commerce and Economic Opportunity under the Illinois Renewable Fuels Development Program Act for which there is no project labor agreement; (ii) all work performed pursuant to a public private agreement under the Public Private Agreements for the Illiana Expressway Act or the Public-Private Agreements for the South Suburban Airport Act; and (iii) all projects undertaken under a public-private agreement under the Public-Private Partnerships for Transportation Act. "Public works" also includes all projects at leased facility property used for airport purposes under Section 35 of the Local Government Facility Lease Act. "Public works" also includes the construction of a new wind power facility by a business designated as a High Impact Business under Section 5.5(a)(3)(E) of the Illinois Enterprise Zone Act. "Public works" does not include work done directly by any public utility company, whether or not done under public supervision or direction, or paid for wholly or in part out of public funds. "Public works" also includes any corrective action performed pursuant to Title XVI of the Environmental Protection Act for which payment from the Underground Storage Tank Fund is requested. "Public works" does not include projects undertaken by the owner at an owner-occupied single-family residence or at an owner-occupied unit of a multi-family residence. "Public works" does not include work performed for soil and water conservation purposes on agricultural lands, whether or not done under public supervision or paid for wholly or in part out of public funds, done directly by an owner or person who has legal control of those lands.

"Construction" means all work on public works involving laborers, workers or mechanics. This includes any maintenance, repair, assembly, or disassembly work performed on equipment whether owned, leased, or rented.

"Locality" means the county where the physical work upon public works is performed, except (1) that if there is not available in the county a sufficient number of competent skilled laborers, workers and mechanics to construct the public works efficiently and properly, "locality" includes any other county nearest the one in which the work or construction is to be performed and from which such persons may be obtained in sufficient numbers to perform the work and (2) that, with respect to contracts for highway work with the Department of Transportation of this State, "locality" may at the discretion of the Secretary of the Department of Transportation be construed to include two or more adjacent counties from which workers may be accessible for work on such construction.

"Public body" means the State or any officer, board or commission of the State or any political subdivision or department thereof, or any institution supported in whole or in part by public funds, and includes every county, city, town, village, township, school district, irrigation, utility, reclamation improvement or other district and every other political subdivision, district or municipality of the state whether such political subdivision, municipality or district operates under a special charter or not.

The terms "general prevailing rate of hourly wages", "general prevailing rate of wages" or "prevailing rate of wages" when used in this Act mean the hourly cash wages plus

annualized fringe benefits for training and apprenticeship programs approved by the U.S. Department of Labor, Bureau of Apprenticeship and Training, health and welfare, insurance, vacations and pensions paid generally, in the locality in which the work is being performed, to employees engaged in work of a similar character on public works.

(Source: P.A. 97-502, eff. 8-23-11; 98-109, eff. 7-25-13; 98-482, eff. 1-1-14; 98-740, eff. 7-16-14; 98-756, eff. 7-16-14.)

(820 ILCS 130/3) (from Ch. 48, par. 39s-3)

Sec. 3. Not less than the general prevailing rate of hourly wages for work of a similar character on public works in the locality in which the work is performed, and not less than the general prevailing rate of hourly wages for legal holiday and overtime work, shall be paid to all laborers, workers and mechanics employed by or on behalf of any public body engaged in the construction or demolition of public works. This includes any maintenance, repair, assembly, or disassembly work performed on equipment whether owned, leased, or rented. Only such laborers, workers and mechanics as are directly employed by contractors or subcontractors in actual construction work on the site of the building or construction job, and laborers, workers and mechanics engaged in the transportation of materials and equipment to or from the site, but not including the transportation by the sellers and suppliers or the manufacture or processing of materials or equipment, in the execution of any contract or contracts for public works with any public body shall be deemed to be employed upon public works. The wage for a tradesman performing maintenance is equivalent to that of a tradesman engaged in construction or demolition.

(Source: P.A. 95-341, eff. 8-21-07; 96-186, eff. 1-1-10.)

(820 ILCS 130/4) (from Ch. 48, par. 39s-4)

Sec. 4. Ascertaining prevailing wage.

(a) The public body awarding any contract for public work or otherwise undertaking any public works, shall ascertain the general prevailing rate of hourly wages in the locality in which the work is to be performed, for each craft or type of worker or mechanic needed to execute the contract, and where the public body performs the work without letting a contract therefor, shall ascertain the prevailing rate of wages on a per hour basis in the locality, and such public body shall specify in the resolution or ordinance and in the call for bids for the contract, that the general prevailing rate of wages in the locality for each craft or type of worker or mechanic needed to execute the contract or perform such work, also the general prevailing rate for legal holiday and overtime work, as ascertained by the public body or by the Department of Labor shall be paid for each craft or type of worker needed to execute the contract or to perform such work, and it shall be mandatory upon the contractor to whom the contract is awarded and upon any subcontractor under him, and where the public body performs the work, upon the public body, to pay not less than the specified rates to all laborers, workers and mechanics employed by them in the execution of the contract or such work; provided, however, that if the public body desires that the Department of Labor ascertain the prevailing rate of wages, it shall notify the Department of

Labor to ascertain the general prevailing rate of hourly wages for work under contract, or for work performed by a public body without letting a contract as required in the locality in which the work is to be performed, for each craft or type of worker or mechanic needed to execute the contract or project or work to be performed. Upon such notification the Department of Labor shall ascertain such general prevailing rate of wages, and certify the prevailing wage to such public body.

(a-1) The public body or other entity awarding the contract shall cause to be inserted in the project specifications and the contract a stipulation to the effect that not less than the prevailing rate of wages as found by the public body or Department of Labor or determined by the court on review shall be paid to all laborers, workers and mechanics performing work under the contract.

(a-2) When a public body or other entity covered by this Act has awarded work to a contractor without a public bid, contract or project specification, such public body or other entity shall comply with subsection (a-1) by providing the contractor with written notice on the purchase order related to the work to be done or on a separate document indicating that not less than the prevailing rate of wages as found by the public body or Department of Labor or determined by the court on review shall be paid to all laborers, workers, and mechanics performing work on the project.

(a-3) Where a complaint is made and the Department of Labor determines that a violation occurred, the Department of Labor shall determine if proper written notice under this Section 4 was given. If proper written notice was not provided to the contractor by the public body or other entity, the Department of Labor shall order the public body or other entity to pay any interest, penalties or fines that would have been owed by the contractor if proper written notice were provided. The failure by a public body or other entity to provide written notice does not relieve the contractor of the duty to comply with the prevailing wage rate, nor of the obligation to pay any back wages, as determined under this Act. For the purposes of this subsection, back wages shall be limited to the difference between the actual amount paid and the prevailing rate of wages required to be paid for the project. The failure of a public body or other entity to provide written notice under this Section 4 does not diminish the right of a laborer, worker, or mechanic to the prevailing rate of wages as determined under this Act.

(b) It shall also be mandatory upon the contractor to whom the contract is awarded to insert into each subcontract and into the project specifications for each subcontract a written stipulation to the effect that not less than the prevailing rate of wages shall be paid to all laborers, workers, and mechanics performing work under the contract. It shall also be mandatory upon each subcontractor to cause to be inserted into each lower tiered subcontract and into the project specifications for each lower tiered subcontract a stipulation to the effect that not less than the prevailing rate of wages shall be paid to all laborers, workers, and mechanics performing work under the contract. A contractor or subcontractor who fails to comply with this subsection (b) is in violation of this Act.

(b-1) When a contractor has awarded work to a subcontractor without a contract or contract specification,

the contractor shall comply with subsection (b) by providing a subcontractor with a written statement indicating that not less than the prevailing rate of wages shall be paid to all laborers, workers, and mechanics performing work on the project. A contractor or subcontractor who fails to comply with this subsection (b-1) is in violation of this Act.

(b-2) Where a complaint is made and the Department of Labor determines that a violation has occurred, the Department of Labor shall determine if proper written notice under this Section 4 was given. If proper written notice was not provided to the subcontractor by the contractor, the Department of Labor shall order the contractor to pay any interest, penalties, or fines that would have been owed by the subcontractor if proper written notice were provided. The failure by a contractor to provide written notice to a subcontractor does not relieve the subcontractor of the duty to comply with the prevailing wage rate, nor of the obligation to pay any back wages, as determined under this Act. For the purposes of this subsection, back wages shall be limited to the difference between the actual amount paid and the prevailing rate of wages required for the project. However, if proper written notice was not provided to the contractor by the public body or other entity under this Section 4, the Department of Labor shall order the public body or other entity to pay any interest, penalties, or fines that would have been owed by the subcontractor if proper written notice were provided. The failure by a public body or other entity to provide written notice does not relieve the subcontractor of the duty to comply with the prevailing wage rate, nor of the obligation to pay any back wages, as determined under this Act. For the purposes of this subsection, back wages shall be limited to the difference between the actual amount paid and the prevailing rate of wages required for the project. The failure to provide written notice by a public body, other entity, or contractor does not diminish the right of a laborer, worker, or mechanic to the prevailing rate of wages as determined under this Act.

(c) A public body or other entity shall also require in all contractor's and subcontractor's bonds that the contractor or subcontractor include such provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract or other written instrument. All bid specifications shall list the specified rates to all laborers, workers and mechanics in the locality for each craft or type of worker or mechanic needed to execute the contract.

(d) If the Department of Labor revises the prevailing rate of hourly wages to be paid by the public body or other entity, the revised rate shall apply to such contract; and the public body or other entity shall be responsible to notify the contractor and each subcontractor, of the revised rate.

The public body or other entity shall discharge its duty to notify of the revised rates by inserting a written stipulation in all contracts or other written instruments that states the prevailing rate of wages are revised by the Department of Labor and are available on the Department's official website. This shall be deemed to be proper notification of any rate changes under this subsection.

(e) Two or more investigatory hearings under this Section on the issue of establishing a new prevailing wage classification for a particular craft or type of worker shall

be consolidated in a single hearing before the Department. Such consolidation shall occur whether each separate investigatory hearing is conducted by a public body or the Department. The party requesting a consolidated investigatory hearing shall have the burden of establishing that there is no existing prevailing wage classification for the particular craft or type of worker in any of the localities under consideration.

(f) It shall be mandatory upon the contractor or construction manager to whom a contract for public works is awarded to post, at a location on the project site of the public works that is easily accessible to the workers engaged on the project, the prevailing wage rates for each craft or type of worker or mechanic needed to execute the contract or project or work to be performed. In lieu of posting on the project site of the public works, a contractor which has a business location where laborers, workers, and mechanics regularly visit may: (1) post in a conspicuous location at that business the current prevailing wage rates for each county in which the contractor is performing work; or (2) provide such laborer, worker, or mechanic engaged on the public works project a written notice indicating the prevailing wage rates for the public works project. A failure to post or provide a prevailing wage rate as required by this Section is a violation of this Act.

(Source: P.A. 96-437, eff. 1-1-10; 97-964, eff. 1-1-13.)

(820 ILCS 130/5) (from Ch. 48, par. 39s-5)

Sec. 5. Certified payroll.

(a) Any contractor and each subcontractor who participates in public works shall:

(1) make and keep, for a period of not less than 3 years from the date of the last payment made before January 1, 2014 (the effective date of Public Act 98-328) and for a period of 5 years from the date of the last payment made on or after January 1, 2014 (the effective date of Public Act 98-328) on a contract or subcontract for public works, records of all laborers, mechanics, and other workers employed by them on the project; the records shall include (i) the worker's name, (ii) the worker's address, (iii) the worker's telephone number when available, (iv) the worker's social security number, (v) the worker's classification or classifications, (vi) the worker's gross and net wages paid in each pay period, (vii) the worker's number of hours worked each day, (viii) the worker's starting and ending times of work each day, (ix) the worker's hourly wage rate, (x) the worker's hourly overtime wage rate, (xi) the worker's hourly fringe benefit rates, (xii) the name and address of each fringe benefit fund, (xiii) the plan sponsor of each fringe benefit, if applicable, and (xiv) the plan administrator of each fringe benefit, if applicable; and

(2) no later than the 15th day of each calendar month file a certified payroll for the immediately preceding month with the public body in charge of the project. A certified payroll must be filed for only those calendar months during which construction on a public works project has occurred. The certified payroll shall consist of a complete copy of the records identified in paragraph (1) of this subsection (a), but may exclude the starting and

ending times of work each day. The certified payroll shall be accompanied by a statement signed by the contractor or subcontractor or an officer, employee, or agent of the contractor or subcontractor which avers that: (i) he or she has examined the certified payroll records required to be submitted by the Act and such records are true and accurate; (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required by this Act; and (iii) the contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class A misdemeanor. A general contractor is not prohibited from relying on the certification of a lower tier subcontractor, provided the general contractor does not knowingly rely upon a subcontractor's false certification. Any contractor or subcontractor subject to this Act and any officer, employee, or agent of such contractor or subcontractor whose duty as such officer, employee, or agent it is to file such certified payroll who willfully fails to file such a certified payroll on or before the date such certified payroll is required by this paragraph to be filed and any person who willfully files a false certified payroll that is false as to any material fact is in violation of this Act and guilty of a Class A misdemeanor. The public body in charge of the project shall keep the records submitted in accordance with this paragraph (2) of subsection (a) before January 1, 2014 (the effective date of Public Act 98-328) for a period of not less than 3 years, and the records submitted in accordance with this paragraph (2) of subsection (a) on or after January 1, 2014 (the effective date of Public Act 98-328) for a period of 5 years, from the date of the last payment for work on a contract or subcontract for public works. The records submitted in accordance with this paragraph (2) of subsection (a) shall be considered public records, except an employee's address, telephone number, and social security number, and made available in accordance with the Freedom of Information Act. The public body shall accept any reasonable submissions by the contractor that meet the requirements of this Section.

A contractor, subcontractor, or public body may retain records required under this Section in paper or electronic format.

(b) Upon 7 business days' notice, the contractor and each subcontractor shall make available for inspection and copying at a location within this State during reasonable hours, the records identified in paragraph (1) of subsection (a) of this Section to the public body in charge of the project, its officers and agents, the Director of Labor and his deputies and agents, and to federal, State, or local law enforcement agencies and prosecutors.

(c) A contractor or subcontractor who remits contributions to fringe benefit funds that are jointly maintained and jointly governed by one or more employers and one or more labor organizations in accordance with the federal Labor Management Relations Act shall make and keep certified payroll records that include the information required under items (i) through (viii) of paragraph (1) of subsection (a) only. However, the information required under items (ix) through (xiv) of paragraph (1) of subsection (a) shall be required for

any contractor or subcontractor who remits contributions to a fringe benefit fund that is not jointly maintained and jointly governed by one or more employers and one or more labor organizations in accordance with the federal Labor Management Relations Act.

(Source: P.A. 97-571, eff. 1-1-12; 98-328, eff. 1-1-14; 98-482, eff. 1-1-14; 98-756, eff. 7-16-14.)

(820 ILCS 130/5.1)

Sec. 5.1. Electronic database. Subject to appropriation, the Department shall develop and maintain an electronic database capable of accepting and retaining certified payrolls submitted under this Act. The database shall accept certified payroll forms provided by the Department that are fillable and designed to accept electronic signatures.

(Source: P.A. 98-482, eff. 1-1-14.)

(820 ILCS 130/6) (from Ch. 48, par. 39s-6)

Sec. 6. Any officer, agent or representative of any public body who wilfully violates, or willfully fails to comply with, any of the provisions of this Act, and any contractor or subcontractor, and any officer, employee, or agent thereof, who as such officer, employee, or agent, has a duty to create, keep, maintain, or produce any record or document required by this Act to be created, kept, maintained, or produced who willfully fails to create, keep, maintain, or produce such record or document as or when required by this Act, is guilty of a Class A misdemeanor.

The Department of Labor shall inquire diligently as to any violation of this Act, shall institute actions for penalties herein prescribed, and shall enforce generally the provisions of this Act. The Attorney General shall prosecute such cases upon complaint by the Department or any interested person.

(Source: P.A. 97-571, eff. 1-1-12.)

(820 ILCS 130/7) (from Ch. 48, par. 39s-7)

Sec. 7. The finding of the public body awarding the contract or authorizing the work or the Department of Labor ascertaining and declaring the general prevailing rate of hourly wages shall be final for all purposes of the contract for public work then being considered, unless reviewed under the provisions of this Act. Nothing in this Act, however, shall be construed to prohibit the payment to any laborer, worker or mechanic employed on any public work, as aforesaid, of more than the prevailing rate of wages; provided further that nothing in this Act shall be construed to limit the hours of work which may be performed by any person in any particular period of time.

(Source: P.A. 81-992.)

(820 ILCS 130/8) (from Ch. 48, par. 39s-8)

Sec. 8. In the event the public body authorizing the work or the Department of Labor is unable to ascertain the prevailing rate of wage of any class of work required to be performed under the proposed contract, it is the duty of the Department of Labor where the determination of said prevailing rate has been referred to it to so notify the public body authorizing the proposed work, and it is the duty of the public body in either case to state the fact of inability to

ascertain said prevailing rate in its resolution, ordinance or notice for bids in which event the clause specifying the prevailing wage as to such class of work may be excluded from the contract unless such wage may be determined by the court on appeal as provided by this Act.

(Source: Laws 1957, p. 2662.)

(820 ILCS 130/9) (from Ch. 48, par. 39s-9)

(Text of Section from P.A. 100-2)

Sec. 9. To effectuate the purpose and policy of this Act each public body shall, during the month of June of each calendar year, investigate and ascertain the prevailing rate of wages as defined in this Act and publicly post or keep available for inspection by any interested party in the main office of such public body its determination of such prevailing rate of wage and shall promptly file, no later than July 15 of each year, a certified copy thereof in the office of the Illinois Department of Labor.

The Department of Labor shall during the month of June of each calendar year, investigate and ascertain the prevailing rate of wages for each county in the State. If a public body does not investigate and ascertain the prevailing rate of wages during the month of June as required by the previous paragraph, then the prevailing rate of wages for that public body shall be the rate as determined by the Department under this paragraph for the county in which such public body is located. The Department shall publish on its official website a prevailing wage schedule for each county in the State, no later than August 15 of each year, based on the prevailing rate of wages investigated and ascertained by the Department during the month of June. Nothing prohibits the Department from publishing prevailing wage rates more than once per year.

Where the Department of Labor ascertains the prevailing rate of wages, it is the duty of the Department of Labor within 30 days after receiving a notice from the public body authorizing the proposed work, to conduct an investigation to ascertain the prevailing rate of wages as defined in this Act and such investigation shall be conducted in the locality in which the work is to be performed. The Department of Labor shall send a certified copy of its findings to the public body authorizing the work and keep a record of its findings available for inspection by any interested party in the office of the Department of Labor at Springfield.

The public body except for the Department of Transportation with respect to highway contracts shall within 30 days after filing with the Department of Labor, or the Department of Labor shall within 30 days after filing with such public body, publish in a newspaper of general circulation within the area that the determination is effective, a notice of its determination and shall promptly mail a copy of its determination to any employer, and to any association of employers and to any person or association of employees who have filed their names and addresses, requesting copies of any determination stating the particular rates and the particular class of workers whose wages will be affected by such rates.

At any time within 30 days after the Department of Labor has published on its official web site a prevailing wage schedule, any person affected thereby may object in writing to the determination or such part thereof as they may deem

objectionable by filing a written notice with the public body or Department of Labor, whichever has made such determination, stating the specified grounds of the objection. It shall thereafter be the duty of the public body or Department of Labor to set a date for a hearing on the objection after giving written notice to the objectors at least 10 days before the date of the hearing and said notice shall state the time and place of such hearing. Such hearing by a public body shall be held within 45 days after the objection is filed, and shall not be postponed or reset for a later date except upon the consent, in writing, of all the objectors and the public body. If such hearing is not held by the public body within the time herein specified, the Department of Labor may, upon request of the objectors, conduct the hearing on behalf of the public body.

The public body or Department of Labor, whichever has made such determination, is authorized in its discretion to hear each written objection filed separately or consolidate for hearing any one or more written objections filed with them. At such hearing the public body or Department of Labor shall introduce in evidence the investigation it instituted which formed the basis of its determination, and the public body or Department of Labor, or any interested objectors may thereafter introduce such evidence as is material to the issue. Thereafter, the public body or Department of Labor, must rule upon the written objection and make such final determination as it believes the evidence warrants, and promptly file a certified copy of its final determination with such public body, and serve a copy by personal service or registered mail on all parties to the proceedings. The final determination by the Department of Labor or a public body shall be rendered within 30 days after the conclusion of the hearing.

If proceedings to review judicially the final determination of the public body or Department of Labor are not instituted as hereafter provided, such determination shall be final and binding.

The provisions of the Administrative Review Law, and all amendments and modifications thereof, and the rules adopted pursuant thereto, shall apply to and govern all proceedings for the judicial review of final administrative decisions of any public body or the Department of Labor hereunder. The term "administrative decision" is defined as in Section 3-101 of the Code of Civil Procedure.

Appeals from all final orders and judgments entered by the court in review of the final administrative decision of the public body or Department of Labor, may be taken by any party to the action.

Any proceeding in any court affecting a determination of the Department of Labor or public body shall have priority in hearing and determination over all other civil proceedings pending in said court, except election contests.

In all reviews or appeals under this Act, it shall be the duty of the Attorney General to represent the Department of Labor, and defend its determination. The Attorney General shall not represent any public body, except the State, in any such review or appeal.

(Source: P.A. 100-2, eff. 6-16-17.)

(Text of Section from P.A. 100-154)

Sec. 9. To effectuate the purpose and policy of this Act each public body shall, during the month of June of each calendar year, investigate and ascertain the prevailing rate of wages as defined in this Act and publicly post or keep available for inspection by any interested party in the main office of such public body its determination of such prevailing rate of wage and shall promptly file, no later than July 15 of each year, a certified copy thereof in the office of the Illinois Department of Labor.

The Department of Labor shall during the month of June of each calendar year, investigate and ascertain the prevailing rate of wages for each county in the State. If a public body does not investigate and ascertain the prevailing rate of wages during the month of June as required by the previous paragraph, then the prevailing rate of wages for that public body shall be the rate as determined by the Department under this paragraph for the county in which such public body is located.

Where the Department of Labor ascertains the prevailing rate of wages, it is the duty of the Department of Labor within 30 days after receiving a notice from the public body authorizing the proposed work, to conduct an investigation to ascertain the prevailing rate of wages as defined in this Act and such investigation shall be conducted in the locality in which the work is to be performed. The Department of Labor shall send a certified copy of its findings to the public body authorizing the work and keep a record of its findings available for inspection by any interested party in the office of the Department of Labor at Springfield.

The public body except for the Department of Transportation with respect to highway contracts shall within 30 days after filing with the Department of Labor, or the Department of Labor shall within 30 days after filing with such public body, publish in a newspaper of general circulation within the area that the determination is effective, a notice of its determination and shall promptly mail a copy of its determination to any employer, and to any association of employers and to any person or association of employees who have filed their names and addresses, requesting copies of any determination stating the particular rates and the particular class of workers whose wages will be affected by such rates. If the Department of Labor ascertains the prevailing rate of wages for a public body, the public body may satisfy the newspaper publication requirement in this paragraph by posting on the public body's website a notice of its determination with a hyperlink to the prevailing wage schedule for that locality that is published on the official website of the Department of Labor.

At any time within 30 days after the Department of Labor has published on its official web site a prevailing wage schedule, any person affected thereby may object in writing to the determination or such part thereof as they may deem objectionable by filing a written notice with the public body or Department of Labor, whichever has made such determination, stating the specified grounds of the objection. It shall thereafter be the duty of the public body or Department of Labor to set a date for a hearing on the objection after giving written notice to the objectors at least 10 days before the date of the hearing and said notice shall state the time and place of such hearing. Such hearing by a public body shall

be held within 45 days after the objection is filed, and shall not be postponed or reset for a later date except upon the consent, in writing, of all the objectors and the public body. If such hearing is not held by the public body within the time herein specified, the Department of Labor may, upon request of the objectors, conduct the hearing on behalf of the public body.

The public body or Department of Labor, whichever has made such determination, is authorized in its discretion to hear each written objection filed separately or consolidate for hearing any one or more written objections filed with them. At such hearing the public body or Department of Labor shall introduce in evidence the investigation it instituted which formed the basis of its determination, and the public body or Department of Labor, or any interested objectors may thereafter introduce such evidence as is material to the issue. Thereafter, the public body or Department of Labor, must rule upon the written objection and make such final determination as it believes the evidence warrants, and promptly file a certified copy of its final determination with such public body, and serve a copy by personal service or registered mail on all parties to the proceedings. The final determination by the Department of Labor or a public body shall be rendered within 30 days after the conclusion of the hearing.

If proceedings to review judicially the final determination of the public body or Department of Labor are not instituted as hereafter provided, such determination shall be final and binding.

The provisions of the Administrative Review Law, and all amendments and modifications thereof, and the rules adopted pursuant thereto, shall apply to and govern all proceedings for the judicial review of final administrative decisions of any public body or the Department of Labor hereunder. The term "administrative decision" is defined as in Section 3-101 of the Code of Civil Procedure.

Appeals from all final orders and judgments entered by the court in review of the final administrative decision of the public body or Department of Labor, may be taken by any party to the action.

Any proceeding in any court affecting a determination of the Department of Labor or public body shall have priority in hearing and determination over all other civil proceedings pending in said court, except election contests.

In all reviews or appeals under this Act, it shall be the duty of the Attorney General to represent the Department of Labor, and defend its determination. The Attorney General shall not represent any public body, except the State, in any such review or appeal.

(Source: P.A. 100-154, eff. 8-18-17.)

(820 ILCS 130/10) (from Ch. 48, par. 39s-10)

Sec. 10. The presiding officer of the public body, or his or her authorized representative and the Director of the Department of Labor, or his or her authorized representative may interview workers, administer oaths, take or cause to be taken the depositions of witnesses, and require by subpoena the attendance and testimony of witnesses, and the production of all books, records, and other evidence relative to the matter under investigation or hearing. Such subpoena shall be

signed and issued by such presiding officer or his or her authorized representative, or the Director or his or her authorized representative.

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

In case of failure of any person to comply with any subpoena lawfully issued under this section or on the refusal of any witness to produce evidence or to testify to any matter regarding which he or she may be lawfully interrogated, it is the duty of any circuit court, upon application of such presiding officer or his or her authorized representative, or the Director or his or her authorized representative, to compel obedience by proceedings for contempt, as in the case of disobedience of the requirements of a subpoena issued by such court or a refusal to testify therein. Such presiding officer and the Director may certify to official acts.

(Source: P.A. 93-38, eff. 6-1-04.)

(820 ILCS 130/11) (from Ch. 48, par. 39s-11)

Sec. 11. No public works project shall be instituted unless the provisions of this Act have been complied with. The provisions of this Act shall not be applicable to Federal construction projects which require a prevailing wage determination by the United States Secretary of Labor. The Illinois Department of Labor represented by the Attorney General is empowered to sue for injunctive relief against the awarding of any contract or the continuation of work under any contract for public works at a time when the prevailing wage prerequisites have not been met. Any contract for public works awarded at a time when the prevailing wage prerequisites had not been met shall be void as against public policy and the contractor is prohibited from recovering any damages for the voiding of the contract or pursuant to the terms of the contract. The contractor is limited to a claim for amounts actually paid for labor and materials supplied to the public body. Where objections to a determination of the prevailing rate of wages or a court action relative thereto is pending, the public body shall not continue work on the project unless sufficient funds are available to pay increased wages if such are finally determined or unless the Department of Labor certifies such determination of the prevailing rate of wages as correct.

Any laborer, worker or mechanic employed by the contractor or by any sub-contractor under him who is paid for his services in a sum less than the stipulated rates for work done under such contract, shall have a right of action for whatever difference there may be between the amount so paid, and the rates provided by the contract together with costs and such reasonable attorney's fees as shall be allowed by the court. Such contractor or subcontractor shall also be liable to the Department of Labor for 20% of such underpayments and shall be additionally liable to the laborer, worker or mechanic for punitive damages in the amount of 2% of the amount of any such penalty to the State for underpayments for each month following the date of payment during which such underpayments

remain unpaid. Where a second or subsequent action to recover underpayments is brought against a contractor or subcontractor and the contractor or subcontractor is found liable for underpayments to any laborer, worker, or mechanic, the contractor or subcontractor shall also be liable to the Department of Labor for 50% of the underpayments payable as a result of the second or subsequent action, and shall be additionally liable for 5% of the amount of any such penalty to the State for underpayments for each month following the date of payment during which the underpayments remain unpaid. The Department shall also have a right of action on behalf of any individual who has a right of action under this Section. An action brought to recover same shall be deemed to be a suit for wages, and any and all judgments entered therein shall have the same force and effect as other judgments for wages. The action shall be brought within 5 years from the date of the failure to pay the wages or compensation. At the request of any laborer, workman or mechanic employed by the contractor or by any subcontractor under him who is paid less than the prevailing wage rate required by this Act, the Department of Labor may take an assignment of such wage claim in trust for the assigning laborer, workman or mechanic and may bring any legal action necessary to collect such claim, and the contractor or subcontractor shall be required to pay the costs incurred in collecting such claim.

(Source: P.A. 98-328, eff. 1-1-14.)

(820 ILCS 130/11a) (from Ch. 48, par. 39s-11a)

Sec. 11a. The Director of the Department of Labor shall publish in the Illinois Register no less often than once each calendar quarter a list of contractors or subcontractors found to have disregarded their obligations to employees under this Act. The Department of Labor shall determine the contractors or subcontractors who, on 2 separate occasions within 5 years, have been determined to have violated the provisions of this Act. Upon such determination the Department shall notify the violating contractor or subcontractor. Such contractor or subcontractor shall then have 10 working days to request a hearing by the Department on the alleged violations. Failure to respond within the 10 working day period shall result in automatic and immediate placement and publication on the list. If the contractor or subcontractor requests a hearing within the 10 working day period, the Director shall set a hearing on the alleged violations. Such hearing shall take place no later than 45 calendar days after the receipt by the Department of Labor of the request for a hearing. The Department of Labor is empowered to promulgate, adopt, amend and rescind rules and regulations to govern the hearing procedure. No contract shall be awarded to a contractor or subcontractor appearing on the list, or to any firm, corporation, partnership or association in which such contractor or subcontractor has an interest until 4 years have elapsed from the date of publication of the list containing the name of such contractor or subcontractor.

A contractor or subcontractor convicted or found guilty under Section 5 or 6 of this Act shall be subject to an automatic and immediate debarment, thereafter prohibited from participating in any public works project for 4 years, with no right to a hearing.

(Source: P.A. 97-571, eff. 1-1-12.)

(820 ILCS 130/11b)

Sec. 11b. Discharge or discipline of "whistle blowers" prohibited.

(a) No person shall discharge, discipline, or in any other way discriminate against, or cause to be discharged, disciplined, or discriminated against, any employee or any authorized representative of employees by reason of the fact that the employee or representative has filed, instituted, or caused to be filed or instituted any proceeding under this Act, or has testified or is about to testify in any proceeding resulting from the administration or enforcement of this Act, or offers any evidence of any violation of this Act.

(b) Any employee or a representative of employees who believes that he has been discharged, disciplined, or otherwise discriminated against by any person in violation of subsection (a) of this Section may, within 30 days after the alleged violation occurs, apply to the Director of Labor for a review of the discharge, discipline, or alleged discrimination. A copy of the application shall be sent to the person who allegedly committed the violation, who shall be the respondent. Upon receipt of an application, the Director shall cause such investigation to be made as he or she deems appropriate. The investigation shall provide an opportunity for a public hearing at the request of any party to the review to enable the parties to present information relating to the alleged violation. The parties shall be given written notice of the time and place of the hearing at least 5 days before the hearing. Upon receiving the report of the investigation, the Director shall make findings of fact. If the Director finds that a violation did occur, he or she shall issue a decision incorporating his or her findings and requiring the party committing the violation to take such affirmative action to abate the violation as the Director deems appropriate, including, but not limited to, the rehiring or reinstatement of the employee or representative of employees to his or her former position and compensating him or her for the time he or she was unemployed. The party committing the violation shall also be liable to the Department of Labor for a penalty of \$5,000 for each violation of this Section. If the Director finds that there was no violation, he or she shall issue an order denying the application. An order issued by the Director under this Section shall be subject to judicial review under the Administrative Review Law.

(c) The Director shall adopt rules implementing this Section in accordance with the Illinois Administrative Procedure Act.

(Source: P.A. 94-488, eff. 1-1-06.)

(820 ILCS 130/12) (from Ch. 48, par. 39s-12)

Sec. 12. If any section, sentence, clause or part of this act, is for any reason held to be unconstitutional, such decision shall not affect the remaining portions of this act. The General Assembly hereby declares that it would have passed this Act, and each section, sentence, clause, or part thereof, irrespective of the fact that one or more sections, sentences, clauses, or parts might be declared unconstitutional.

(Source: Laws 1941, vol. 1, p. 703.)

VILLAGE OF HINSDALE

ORDINANCE NO. _____

**AN ORDINANCE ESTABLISHING PREVAILING WAGES
FOR PUBLIC WORKS IN THE VILLAGE OF HINSDALE,
COOK AND DUPAGE COUNTIES, ILLINOIS**

WHEREAS, the State of Illinois has enacted the Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.* (2011), as amended ("the Act"); and

WHEREAS, the Act requires that the Village of Hinsdale ("Village") investigate and ascertain the prevailing rate of wages as defined in said Act for laborers, mechanics and other workers in the locality of the Village employed in performing construction of public works during the month of June of each year.

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 Incorporated. The recitals set forth above constitute a material part of this Ordinance as if set forth in their entirety in this Section 1.

Section 2. Determination of Prevailing Wages. To the extent and as required by the Act, the general prevailing rate of wages in the Village for laborers, mechanics and other workers engaged in construction of public works coming under the jurisdiction of the Village is hereby ascertained to be the same as the prevailing wages for construction work in DuPage and Cook Counties, as determined by the Department of Labor of the State of Illinois on its website at <http://www.illinois.gov/idol/Pages/default.aspx>. The definition of any terms appearing in this Ordinance which are also used in the aforesaid Act shall be the same as in said Act.

Section 3. Prevailing Wages Applicable to Public Works. Nothing herein contained shall be construed to apply said general prevailing rate of wages as herein ascertained to any work or employment except public works construction of the Village to the extent required by the Act.

Section 4. Posting of Determination. The Village Clerk shall publicly post or keep available for inspection by any interested party this determination of such prevailing rate of wages or any revisions of such prevailing rate of wages. A copy of this determination or of the current revised determination of prevailing rate of wages then in effect shall be attached to contract specifications as required by the Act, or, if permitted by the Act, shall be referenced in the contract specifications.

Section 5. Service of Determination. The Village Clerk shall mail a copy of this determination to any employer and to any person or association of employees who have filed their names and addresses and have requested copies of any determination stating the particular rates and the particular class of workers whose wages will be affected by

such rates.

Section 6. Filing of Determination. The Village Clerk shall promptly file a certified copy of this Ordinance with both the Secretary of State and the Department of Labor of the State of Illinois.

Section 7. Publication of Determination. Within thirty days after the filing with the Secretary of State, the Village Clerk is hereby authorized and directed to cause to be published in a newspaper of general circulation within the area notification of passage of this Ordinance, stating:

**VILLAGE OF HINSDALE
DUPAGE AND COOK COUNTIES, ILLINOIS**

PUBLIC NOTICE OF ADOPTION OF PREVAILING WAGE STANDARDS

PLEASE TAKE NOTICE that on June 12, 2018, the President and Board of Trustees of the Village of Hinsdale, DuPage and Cook Counties, Illinois, adopted Ordinance Number _____, determining prevailing wages pursuant to 820 ILCS 130/1 et seq., the Illinois "Prevailing Wage Act," which determination is now effective.

(Date of Publication)

Published by Order of the President and Board of Trustees of the Village of Hinsdale

**CHRISTINE M. BRUTON
VILLAGE CLERK**

and such publication shall constitute notice that the determination is effective and that this is the determination of the Village.

Section 8. Severability and Repeal of Inconsistent Ordinances. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance. All ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 9. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law.

PASSED this 12th day of June 2018.

AYES:

NAYS:

ABSENT:

APPROVED this 12th day of June 2018.

Thomas K. Cauley, Jr., Village President

ATTEST:

Christine M. Bruton, Village Clerk

REQUEST FOR BOARD ACTION
Community Development

AGENDA SECTION: First Reading – ZPS

SUBJECT: Application for an Outdoor Seating Permit for Altamura Pizza
9 W. First Street – B-2 Central Business District

MEETING DATE: May 15, 2018

FROM: Chan Yu, Village Planner

Recommended Motion

Move to approve a permit for outdoor seating for Altamura Pizza, Inc. located at 9 W. First Street for May 1, 2018, through October 15, 2018.

Background

Altamura Pizza Inc. is located at 9 W. First Street, in the B-2 Central Business District. It currently operates as a “take home and bake” restaurant, and not considered a “place for eating” for food and beverage tax (municipal code 3-2-6). This is a request for an outdoor seating permit to allow for restaurant tables and chairs on the public sidewalk from May 1, 2018, to October 15, 2018. The proposed hours of outdoor seating are below:

	Sun.	Mon.	Tues.	Weds.	Thurs.	Fri.	Sat.
Outdoor Seating Hours	1 PM - 7 PM	CLOSED	2 PM - 7 PM	11 AM - 7 PM	2 PM - 7 PM	2 PM - 8 PM	1 PM - 7 PM

Since this request triggers the restaurant as a place for eating, the applicant has concurrently registered Altamura Pizza as a place for eating tax. The attached seating plan includes 4 tables and 10 chairs, and would utilize 4 feet of the 10-foot wide public sidewalk. Per the applicant, the tables and chairs are metal, and the exhibit shows it is orange in color. The tables, chairs and refuse containers would be stacked inside the store when the restaurant closes.

Discussion & Recommendation

N/A

Village Board and/or Committee Action

N/A

Documents Attached

1. Annual Application for Temporary Outdoor Seating and Exhibit - 2018
2. Street View of Altamura Pizza Outdoor Seating area from First Street
3. Zoning Map and Applicant Location at 9 W. First Street

GENERAL INFORMATION (all information must be printed)Site Address: 9 W. 1st Street, Hinsdale Business Name: Altamura PizzeriaName of On-Site Store Manager or Owner: Steve St. John Phone: 628-549-9331

Name of Local or Regional Manager: _____

Address: _____ Phone: _____

Name of Property Owner or Management Group: Amelia Casarini Family TrustAddress: 54 S. Washington St. Hinsdale Phone: 630-325-3090**SPECIFIC SITE INFORMATION (all information must be printed)**Location of tables and chairs: ^{See} Attached Number of tables: 4Number of chairs: 10 Type (materials) of tables and chairs: metalSize (dimension) of tables and chairs: Tables 28" / chairs 18"-20"Number of exterior private refuse disposal containers to be provided by business: 1Dimension of sidewalk clearance (minimum 4-foot required) from table/chair (while being used) to edge of pavement or public improvement found on sidewalk: 6'0"Proposed time frame for the outdoor seating to be on the site: May 1st - Oct. 15Explain your businesses maintenance program for litter control and use of the area: Clean HarbyExplain how the tables, chairs and private refuse containers will be stored during the hours that the business is closed: Stacked inside Store at closing

Submit a Site Plan drawn to scale that depicts the above-mentioned items and the regulations as stated in Section 7-1-5-1 of the Village Code (attached).

FOR OFFICE USE ONLY

CONDITIONS: _____

LIABILITY INSURANCE CERTIFICATE SUPPLIED: _____

DATE OF VILLAGE BOARD APPROVAL: _____

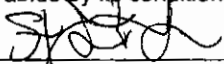
ANNUAL FEE: \$ _____

CERTIFICATION

The Applicant certifies and acknowledges and agrees that:

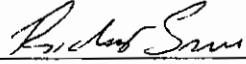
- A. The statements contained in this application are true and correct to the best of the Applicant's knowledge and belief. The owner of the subject property, if different from the applicant, states that he or she consents to the filing of this application and that all information contained in this application 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. Location, size, and arrangement of any proposed outdoor signs (will need permit) and lighting.
 4. Location and height of any proposed temporary fences or screen plantings.
- 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 27 day of April, 2018, I/We have read the above certification, understand it, and agree to abide by its conditions.



Signature of applicant or authorized agent
Stephen St. John

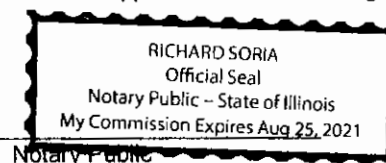
Name of applicant or authorized agent



Signature of applicant or authorized agent
Richard Soria

Name of applicant or authorized agent

SUBSCRIBED AND SWORN
to before me this 27 day of
April, 2018.



Notary Public

**GENERAL RELEASE, COVENANT NOT TO SUE
AND HOLD HARMLESS AGREEMENT**

WHEREAS, the Village of Hinsdale, an Illinois Municipal Corporation ("VILLAGE") has agreed to permit the Applicant(s), Altamura Pizza [print name(s)] ("APPLICANT"), to maintain outdoor seating on VILLAGE owned sidewalk adjacent to the property commonly known as 9 W. 1st Street, Hinsdale [print address].

NOW, THEREFORE, in exchange for the authority to maintain outdoor seating on VILLAGE property, the APPLICANT agrees as follows:

1. To forever release and discharge the VILLAGE, its officials, agents, employees and attorneys from all debts, claims, demands, damages, actions, or causes of action, which may arising out of the APPLICANT being permitted to maintain outdoor seating on VILLAGE property.
2. To hereby covenant not to sue or otherwise bring any action in law or equity against the VILLAGE, its officials, employees, agents or attorneys for any claims, loss, damage, expense, debt or liability of any nature whatsoever which the APPLICANT may sustain arising out of APPLICANT'S use of VILLAGE property for outdoor seating.
3. To indemnify, hold harmless and defend the VILLAGE, its agents, officials, and employees, for and against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, including reasonable attorneys' fees, which may in any way accrue against the VILLAGE as a consequence of APPLICANT'S use of VILLAGE property for outdoor seating.

I/We have read and fully understand that this Agreement is a general release, hold harmless and a covenant not to sue regarding any and all claims we or any others may sustain against the VILLAGE, its officials, agents, employees, and attorneys by reason of my/our being permitted to maintain outdoor seating on VILLAGE property, and I/we fully intend to be bound by the terms of this Agreement and that it shall further bind my/our successors in interest, heirs, administrators, devisees, assigns and personal representatives from and after the date of execution.

Signed this 27 day of April, 2018.

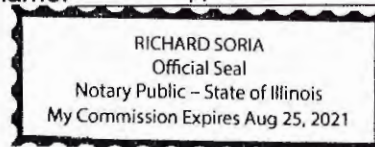
signature: Stephen St. John

print name: Stephen St. John

signature: Richard Soria

print name: Richard Soria

SUBSCRIBED AND SWORN
to before me this 27 day of
April, 2018.



Notary Public



ALTAM-1

OP ID: WW

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/07/2018

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

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

PRODUCER Wenk Insurance Agencies, Inc. Port Clinton Square 600 Central Avenue, Suite 295 Highland Park, IL 60035 Sam Wenk	847-433-8370	CONTACT NAME: Sam Wenk PHONE (A/C, No, Ext): 847-433-8370 FAX (A/C, No): 847-433-1345 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Badger Mutual Insurance Co. INSURER B: The Hartford INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Altamura Pizza, Inc. Steve St. John 9 W. 1st Street Hinsdale, IL 60521		NAIC #

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																					
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y		RPC929Q170420-0001	11/16/2017	11/16/2018	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$</td><td>1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$</td><td>50,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$</td><td>1,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$</td><td>1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$</td><td>2,000,000</td></tr><tr><td>PRODUCTS - COM/PROP AGG</td><td>\$</td><td>1,000,000</td></tr><tr><td></td><td>\$</td><td></td></tr></table>	EACH OCCURRENCE	\$	1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	50,000	MED EXP (Any one person)	\$	1,000	PERSONAL & ADV INJURY	\$	1,000,000	GENERAL AGGREGATE	\$	2,000,000	PRODUCTS - COM/PROP AGG	\$	1,000,000		\$	
EACH OCCURRENCE	\$	1,000,000																										
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	50,000																										
MED EXP (Any one person)	\$	1,000																										
PERSONAL & ADV INJURY	\$	1,000,000																										
GENERAL AGGREGATE	\$	2,000,000																										
PRODUCTS - COM/PROP AGG	\$	1,000,000																										
	\$																											
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$</td><td></td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td><td></td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td><td></td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td><td></td></tr><tr><td></td><td>\$</td><td></td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$		BODILY INJURY (Per person)	\$		BODILY INJURY (Per accident)	\$		PROPERTY DAMAGE (Per accident)	\$			\$							
COMBINED SINGLE LIMIT (Ea accident)	\$																											
BODILY INJURY (Per person)	\$																											
BODILY INJURY (Per accident)	\$																											
PROPERTY DAMAGE (Per accident)	\$																											
	\$																											
	UMBRELLA LIAB EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$						<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$</td><td></td></tr><tr><td>AGGREGATE</td><td>\$</td><td></td></tr><tr><td></td><td>\$</td><td></td></tr></table>	EACH OCCURRENCE	\$		AGGREGATE	\$			\$													
EACH OCCURRENCE	\$																											
AGGREGATE	\$																											
	\$																											
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A		83WECAABJNA	11/15/2017	11/15/2018	<table border="1"><tr><td><input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER</td><td></td><td></td></tr><tr><td>E L EACH ACCIDENT</td><td>\$</td><td>100,000</td></tr><tr><td>E L DISEASE - EA EMPLOYEE</td><td>\$</td><td>100,000</td></tr><tr><td>E L DISEASE - POLICY LIMIT</td><td>\$</td><td>500,000</td></tr></table>	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER			E L EACH ACCIDENT	\$	100,000	E L DISEASE - EA EMPLOYEE	\$	100,000	E L DISEASE - POLICY LIMIT	\$	500,000									
<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER																												
E L EACH ACCIDENT	\$	100,000																										
E L DISEASE - EA EMPLOYEE	\$	100,000																										
E L DISEASE - POLICY LIMIT	\$	500,000																										

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Village of Hinsdale, IL is an additional insured on this policy, for "outdoor display/seating" outside the restaurant location.

CERTIFICATE HOLDER

CANCELLATION

HNSDALE The Village of Hinsdale, IL Chan Yu 19 E. Chicago Ave. Hinsdale, IL 60521	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Sam Wenk
--	---

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: Altamura Pizza

Owner's name (if different): _____

Property address: 9 W. 1st Street, Hinsdale

Property legal description: [attach to this form]

Present zoning classification: IB, Institutional Buildings

Square footage of property: 800sf

Lot area per dwelling: _____

Lot dimensions: _____ x _____

Current use of property: Take N Bake Pizza + Specialties

Proposed use: ☐ Single-family detached dwelling
☐ Other: _____

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

Brief description of request and proposal:
To have Outdoor Seating

Plans & Specifications: [submit with this form]

Provided: **Required by Code:**

Yards:

front: _____
interior side(s) / /

Provided:

Required by Code:

corner side

N/A

rear

N/A

Setbacks (businesses and offices):

front:

N/A

interior side(s)

1/1

corner side

1/1

rear

1/1

others:

1/1

Ogden Ave. Center:

1/1

York Rd. Center:

1/1

Forest Preserve:

1/1

Building heights:

principal building(s):

NA

accessory building(s):

NA

Maximum Elevations:

principal building(s):

NA

accessory building(s):

NA

Dwelling unit size(s):

NA

Total building coverage:

NA

Total lot coverage:

NA

Floor area ratio:

NA

Accessory building(s):

NA

Spacing between buildings: [depict on attached plans]

principal building(s):

NA

accessory building(s):

NA

Number of off-street parking spaces required: NA

Number of loading spaces required: NA

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

Stephen St. John

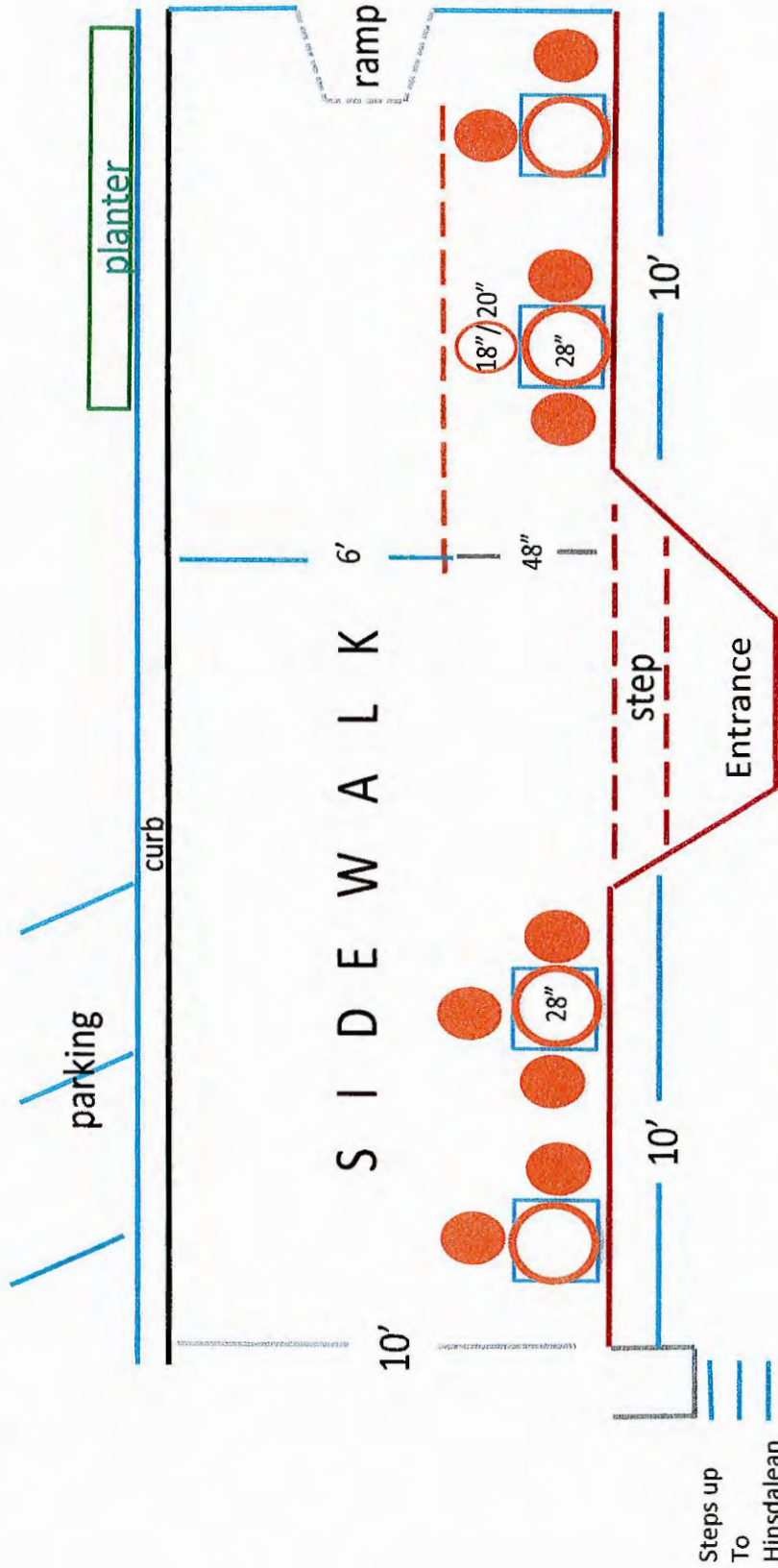
Applicant's printed name

Dated: _____, 20__.



X

1st STREET



A L L E Y

STORE

Scale.
1/4" = 1'



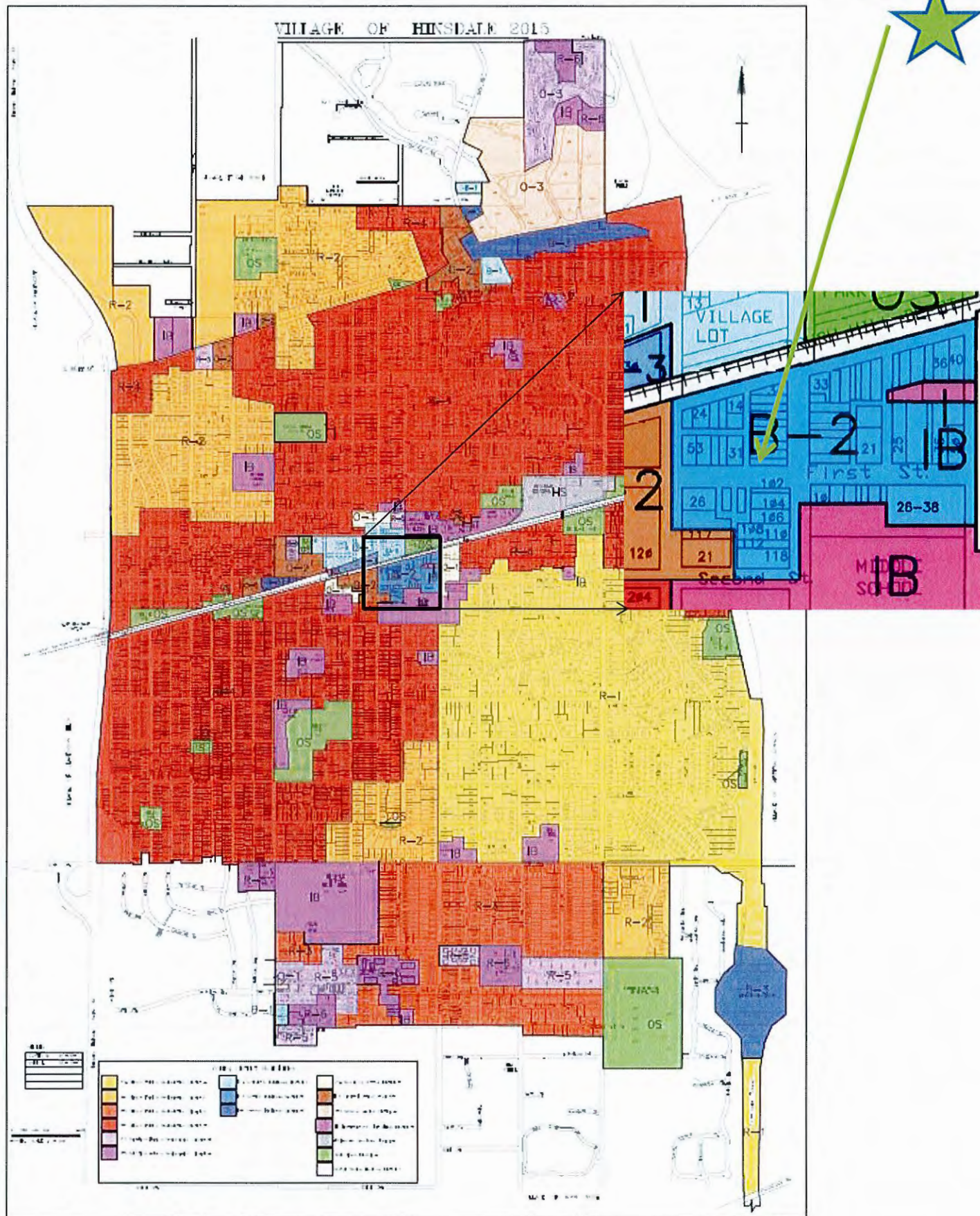
Attachment 2: Street View 9 W. First Street (facing north)

Proposed Outdoor Seating Area

Proposed Outdoor Seating Area



Attachment 3: Village of Hinsdale Zoning Map and Project Location




REQUEST FOR BOARD ACTION
Finance

AGENDA SECTION: Consent – ACA

SUBJECT: Accounts Payable-Warrant #1649

MEETING DATE: May 15, 2018

FROM: Darrell Langlois, Assistant Village Manager/Finance Director 

Recommended Motion

Move to approve payment of the accounts payable for the period of April 28, 2018 through May 15, 2018 in the aggregate amount of \$1,200,077.96 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 #1649 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 #1649

Village of Hinsdale
#1649
Summary By Fund

Recap By Fund	Fund	Regular Checks	ACH/Wire Transfers	Total
General Fund	10000	396,590.70	159,542.17	556,132.87
Capital Project Fund	45300	68,266.25	-	68,266.25
Water & Sewer Operations	61061	333,377.00	-	333,377.00
Escrow Funds	72100	39,750.00	-	39,750.00
Payroll Revolving Fund	79000	9,190.50	193,361.34	202,551.84
Total		847,174.45	352,903.51	1,200,077.96

Village of Hinsdale
Schedule of Bank Wire Transfers and ACH Payments
1649

Payee/ Date	Description	Vendor Invoice	Invoice Amount
Electronic Federal Tax Payment Systems 5/4/2018	Village Payroll #9 - Calendar 2018	FWH/FICA/Medicare	\$ 85,660.38
Illinois Department of Revenue 5/4/2018	Village Payroll #9 - Calendar 2018	State Tax Withholding	\$ 18,034.69
ICMA - 457 Plans 5/4/2018	Village Payroll #9 - Calendar 2018	Employee Withholding	\$ 16,353.60
HSA PLAN CONTRIBUTION 5/4/2018	Village Payroll #9 - Calendar 2018	Employer/Employee Withholding	\$ 1,540.45
Intergovernmental Personnel Benefit Cooperative		Employee Insurance	\$ 159,542.17
Illinois Municipal Retirement Fund		Employer/Employee	\$ 71,772.22
Total Bank Wire Transfers and ACH Payments			<u>\$ 352,903.51</u>

ipbc-general	159,542.17
payroll	<u>193,361.34</u>
	352,903.51

Run date: 10-MAY-18

Village of Hinsdale

Page: 1

WARRANT REGISTER: 1649

DATE: 05/18/18

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
AFLAC-FLEXONE			
217541	AFLAC OTHER	0504180000000000	\$199.91
217542	AFLAC SLAC	0504180000000000	\$202.03
217543	ALFAC OTHER	0504180000000000	\$231.27
Total for Check: 113816			\$633.21
COLONIAL LIFE PROCCESING			
217533	COLONIAL S L A C	0504180000000000	\$92.36
Total for Check: 113817			\$92.36
ILLINOIS FRATERNAL ORDER			
217535	UNION DUES	0504180000000000	\$688.00
Total for Check: 113818			\$688.00
NATIONWIDE RETIREMENT SOL			
217536	USCM/PEBS CO	0504180000000000	\$94.67
217537	USCM/PEBS CO	0504180000000000	\$1,105.00
Total for Check: 113819			\$1,199.67
NATIONWIDE TRUST CO.FSB			
217544	PEHP REGULAR	0504180000000000	\$2,346.04
217545	PEHP UNION 150	0504180000000000	\$363.61
217546	PEHPPD	0504180000000000	\$487.61
Total for Check: 113820			\$3,197.26
NCPERS GRP LIFE INS#3105			
217534	LIFE INS	0504180000000000	\$208.00
Total for Check: 113821			\$208.00
STATE DISBURSEMENT UNIT			
217547	CHILD SUPPORT	0504180000000000	\$313.21
Total for Check: 113822			\$313.21
STATE DISBURSEMENT UNIT			
217548	CHILD SUPPORT	0504180000000000	\$230.77
Total for Check: 113823			\$230.77
STATE DISBURSEMENT UNIT			
217549	CHILD SUPPORT	0504180000000000	\$764.77
Total for Check: 113824			\$764.77
STATE DISBURSEMENT UNIT			
217550	CHILD SUPPORT	0504180000000000	\$672.45
Total for Check: 113825			\$672.45
V.O.H. FLEX BENEFITS			
217538	DEP CARE REIMBURSEMENT	0504180000000000	\$125.00
217539	MEDICAL REIMBURSEMENT	0504180000000000	\$755.59

Run date: 10-MAY-18

Village of Hinsdale

Page: 2

WARRANT REGISTER: 1649

DATE: 05/18/18

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
---------	---------------------	----------------	-------------

217540	MEDICAL REIMBURSEMENT	050418000000000	\$310.21
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Total for Check: 113826

\$1,190.80

4 WINN CONSTRUCTION

217557	CONT BD-344 FOREST	24365	\$500.00
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Total for Check: 113828

\$500.00

VOID 113827

AIR ONE EQUIPMENT

217389	ANNUAL INSP & MAINTENANCE	131789	\$2,056.39
--------	---------------------------	--------	------------

217390	MSA AIR COMPRESSOR OIL	131790	\$35.00
--------	------------------------	--------	---------

217394	NEW HELMTS & GLOVES	132077	\$1,052.00
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Total for Check: 113829

\$3,143.39

AIRGAS USA LLC

217392	OXYGEN CYLINDER RENTAL	9947927189	\$25.36
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Total for Check: 113830

\$25.36

ALISON BROTHEN

217598	POOL START UP CASH	050118	\$300.00
--------	--------------------	--------	----------

217695	PETTY CASH	APRIL	\$28.38
--------	------------	-------	---------

217695	PETTY CASH	APRIL	\$21.00
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217695	PETTY CASH	APRIL	\$353.35
--------	------------	-------	----------

217695	PETTY CASH	APRIL	\$10.40
--------	------------	-------	---------

217695	PETTY CASH	APRIL	\$60.00
--------	------------	-------	---------

217695	PETTY CASH	APRIL	\$75.00
--------	------------	-------	---------

217695	PETTY CASH	APRIL	\$54.00
--------	------------	-------	---------

217695	PETTY CASH	APRIL	\$89.80
--------	------------	-------	---------

Total for Check: 113831

\$991.93

AMG/SOUND MEMORIES VIDEO

217593	MOVIES IN PARK-SUMMER 18	SUMMER18	\$2,397.00
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Total for Check: 113832

\$2,397.00

APTEAN, INC.

217595	SOFTWARE MAIN-MAY 2018	RI-736755	\$6,472.42
--------	------------------------	-----------	------------

217596	SOFTWARE MAIN-JUNE 18	RI-737484	\$6,472.42
--------	-----------------------	-----------	------------

Total for Check: 113833

\$12,944.84

APWA ASSOCIATION

217605	APWA DUES-B MENDOZA	833519	\$196.00
--------	---------------------	--------	----------

217606	APWA DUES-G PELUSO	688933	\$196.00
--------	--------------------	--------	----------

Total for Check: 113834

\$392.00

ARAMARK UNIFORM SERVICES

217643	FD FLOOR MATS	2081522494	\$79.80
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Total for Check: 113835

\$79.80

ARCHER WINDOW CLEANING

WARRANT REGISTER: 1649

DATE: 05/18/18

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
217623	KLM WINDOW CLEANING	1	\$300.00
		Total for Check: 113836	\$300.00
BALDINELLI'S PIZZA			
217386	MUTUAL AID FIRE-6TH ST	73221	\$293.00
217387	MEAL FOR STANDBYS-FIRE	73167	\$32.00
		Total for Check: 113837	\$325.00
BAYIT BUILDERS LLC			
217554	ST MGMT-605 S GARFIELD	24031	\$3,000.00
217555	CONT BD-605 S GARFIELD	24032	\$10,000.00
		Total for Check: 113838	\$13,000.00
BE PREPARED			
217428	BABYSITTER CLASS INSTRUCT	316012-B	\$110.00
		Total for Check: 113839	\$110.00
BEN TATAR			
217594	JUNE LUNCH ON LAWN	JUNE13	\$800.00
		Total for Check: 113840	\$800.00
BENTLEY SYSTEMS INC			
217480	ANNUAL USER FEE	47887323	\$172.00
		Total for Check: 113841	\$172.00
BERKSHIRE, AVE			
217443	REF-DID NOT USE CATERER	171874	\$500.00
		Total for Check: 113842	\$500.00
BERKSHIRE, AVE			
217444	KLM SECURITY DEP-EN180422	24533	\$500.00
		Total for Check: 113843	\$500.00
BIGGERT, RODY			
217566	VEHICLE STICKER REFUND	5183	\$80.00
		Total for Check: 113844	\$80.00
BMO HARRIS BANK N.A.			
217713	MISCELLANEOUS CHARGES	APRIL	\$16.99
217713	MISCELLANEOUS CHARGES	APRIL	\$24.70
217713	MISCELLANEOUS CHARGES	APRIL	\$12.54
217713	MISCELLANEOUS CHARGES	APRIL	\$165.00
217713	MISCELLANEOUS CHARGES	APRIL	\$15.49
217713	MISCELLANEOUS CHARGES	APRIL	\$5.00
217713	MISCELLANEOUS CHARGES	APRIL	\$53.64
217713	MISCELLANEOUS CHARGES	APRIL	\$101.32
217713	MISCELLANEOUS CHARGES	APRIL	\$20.12
217713	MISCELLANEOUS CHARGES	APRIL	\$350.00

WARRANT REGISTER: 1649

DATE: 05/18/18

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
217713	MISCELLANEOUS CHARGES	APRIL	\$23.99
217713	MISCELLANEOUS CHARGES	APRIL	\$30.00
217713	MISCELLANEOUS CHARGES	APRIL	\$40.00
217713	MISCELLANEOUS CHARGES	APRIL	\$57.11
217713	MISCELLANEOUS CHARGES	APRIL	\$11.77
217713	MISCELLANEOUS CHARGES	APRIL	\$10.98
217713	MISCELLANEOUS CHARGES	APRIL	\$36.53
217713	MISCELLANEOUS CHARGES	APRIL	\$19.14
217713	MISCELLANEOUS CHARGES	APRIL	\$70.20
217713	MISCELLANEOUS CHARGES	APRIL	\$194.33
217713	MISCELLANEOUS CHARGES	APRIL	\$59.99
217713	MISCELLANEOUS CHARGES	APRIL	\$50.99
217713	MISCELLANEOUS CHARGES	APRIL	\$27.93
217713	MISCELLANEOUS CHARGES	APRIL	\$1,756.09
217713	MISCELLANEOUS CHARGES	APRIL	\$201.92
217713	MISCELLANEOUS CHARGES	APRIL	\$18.00
217713	MISCELLANEOUS CHARGES	APRIL	\$41.00
217713	MISCELLANEOUS CHARGES	APRIL	\$47.52
217713	MISCELLANEOUS CHARGES	APRIL	\$438.32
217713	MISCELLANEOUS CHARGES	APRIL	\$194.97
217713	MISCELLANEOUS CHARGES	APRIL	\$99.94
217713	MISCELLANEOUS CHARGES	APRIL	\$36.99
217713	MISCELLANEOUS CHARGES	APRIL	\$17.17
217713	MISCELLANEOUS CHARGES	APRIL	\$13.99
217713	MISCELLANEOUS CHARGES	APRIL	\$196.98
217713	MISCELLANEOUS CHARGES	APRIL	\$89.94
217713	MISCELLANEOUS CHARGES	APRIL	\$151.12
217713	MISCELLANEOUS CHARGES	APRIL	\$2.13
217713	MISCELLANEOUS CHARGES	APRIL	\$14.24
Total for Check: 113845			\$4,718.08
BOUGHTON MATERIALS			
217591	SAND	256001	\$775.75
Total for Check: 113846			\$775.75
BULLEY & ANDREWS LLC			
217561	CONT BD-100 S GARFIELD	24146	\$500.00
Total for Check: 113847			\$500.00
CALIENTO, JASON			
217558	CONT BD-222 E CHICAGO	23890	\$4,000.00
Total for Check: 113848			\$4,000.00
CCA RESTORATION			
217700	CONT BD-950 N YORK	23916	\$5,000.00
Total for Check: 113849			\$5,000.00
CEDAR VALLEY			

Run date: 10-MAY-18

Village of Hinsdale

Page: 5

WARRANT REGISTER: 1649

DATE: 05/18/18

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
217425	PLAYGROUND MULCH	1554	\$1,960.00
		Total for Check: 113850	\$1,960.00
CEG PRO LIGHTING & AUDIO			
217513	AV EQUIPMENT REPAIR	10000	\$2,412.65
217520	ADDL AUDIO EQUIP-KLM	1	\$460.35
		Total for Check: 113851	\$2,873.00
CHICAGO PARTS & SOUND LLC			
217432	EQUIPMENT INSTALL	15107	\$3,613.50
		Total for Check: 113852	\$3,613.50
CLARENDON HILLS PARK DIST			
217506	TOT ROCK SPRING SESSION	SPRING2018	\$630.00
217507	LITTLE ACTORS	SPRING18	\$360.00
		Total for Check: 113853	\$990.00
CLARK BAIRD SMITH LLP			
217711	LEGAL FILE LABOR GENERAL	9854	\$7,023.75
		Total for Check: 113854	\$7,023.75
CLARKE, TAMARA			
217445	MISCELLANEOUS-EN180422	24563	\$500.00
		Total for Check: 113855	\$500.00
CLASS ACT			
217583	JULY LUNCH ON LAWN ENTER	28999	\$795.00
		Total for Check: 113856	\$795.00
COMCAST			
217611	POOL	8771201110037136	\$141.63
217702	POLICE	8771201110036781	\$162.90
217703	V VG VG-KLM	8771201110036807	\$104.85
217704	WATER	877120111036815	\$140.66
217705	VILLAGE HALL	8771201110036757	\$254.85
		Total for Check: 113857	\$804.89
COMED			
217449	57TH STREET	0015093062	\$349.76
217450	ELEANOR PARK	0075151076	\$681.04
217451	WARMING HOUSE/PADDLE HUT	0203017056	\$160.47
217452	CHESTNUT PARKING	0203065105	\$36.46
217453	CLOCK TOWER	0381057101	\$30.50
217454	STREET LIGHTS	0395122068	\$48.17
217456	314 SYMONDS DR	0417073048	\$397.04
217457	FOUNTAIN	0471095066	\$66.10
217458	ROBBINS PARK	0639032045	\$22.78
217459	STREET LIGHTS	0697168013	\$22.85

WARRANT REGISTER: 1649

DATE: 05/18/18

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
217460	TRAFFIC SIGNALS	1653148069	\$3.54
217461	WASHINGTON	2378029015	\$44.36
217462	VEECK PARK	2425068008	\$356.35
217463	VEECK PARK-WP	3454039030	\$672.93
217464	BURLINGTON PARK	6583006139	\$33.97
217465	NS CBQ RR	7011157008	\$37.50
217466	PIERCE PARK	7011378007	\$677.61
217467	WALNUT STREET	7011481018	\$34.77
217468	KLM LODGE 80/20	7093551008	\$984.88
217469	KLM LODGE 80/20	7093551008	\$246.22
217470	SAFETY TOWN	7261620005	\$27.98
217471	ROBBINS PARK	8521083007	\$705.16
217472	TRAIN STATION	8521342001	\$659.41
217473	BROOK PARK	8605174005	\$387.06
217474	POOL	8605437007	\$422.30
217475	ELEANOR PARK	8689206002	\$40.90
217476	BURNS FIELD	8689640004	\$24.75
Total for Check: 113858			\$7,174.86
* NOTE: Overflow check number 113859 processed			
COMMERCIAL COFFEE SERVICE			
217435	4 BOXES OF COFFEE	147392	\$150.00
Total for Check: 113860			\$150.00
COMPANY ONE			
217633	FIRE SUPPRESSION FOAM	202726	\$1,495.00
Total for Check: 113861			\$1,495.00
COMPASS MINERALS AMERICA			
217636	BULK SALT	251964	\$4,054.56
Total for Check: 113862			\$4,054.56
CONNEY SAFETY			
217603	FIRST AID SUPPLIES	5528864	\$608.36
Total for Check: 113863			\$608.36
CORE & MAIN LP			
217426	21 SPINNING WHEEL METER	1715512	\$5,191.00
217427	MIDDLE SCHOOL METER	1716443	\$2,275.00
Total for Check: 113864			\$7,466.00
COURTNEYS SAFETY LANE			
217641	SAFETY INSPECTION	4189	\$35.00
217642	SAFETY INSPECTION	4211	\$35.00
Total for Check: 113865			\$70.00
CUMMINS NPOWER, LLC			
217395	WARRANTY DED/REPAIRS #84	F2-4936	\$100.00
Total for Check: 113866			\$100.00

WARRANT REGISTER: 1649

DATE: 05/18/18

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
DECK CO INC.			
217553	CONT BD-15 ORCHARD DR	24738	\$600.00
Total for Check: 113867			\$600.00
DIRECT ADVANTAGE INC			
217527	APRIL MONTHLY RETAINER	1674	\$6,500.00
Total for Check: 113868			\$6,500.00
DU-COMM			
217600	QTR SHARES 5/1-7/31/18 FD	16275	\$52,274.00
217601	NEW FACILITY COST5/1-7/31	16275	\$2,696.56
217602	E-DISPATCH 5/1-10/31/18	16248	\$239.20
Total for Check: 113869			\$55,209.76
DU-COMM			
217578	QTRY SHARE BLDG COSTS	16276	\$69,344.00
217579	QTRY SHARE BLDG COSTS	16320	\$3,577.12
Total for Check: 113870			\$72,921.12
DUMEG			
217577	FAIR SHARE CONTRIBUTIONS	2019	\$13,000.00
Total for Check: 113871			\$13,000.00
DUPAGE RIVER/SALT CREEK			
217515	ANNUAL DUES FY 2018-19	65	\$611.00
Total for Check: 113872			\$611.00
DUPAGE TOPSOIL, INC.			
217424	BLACK DIRT	045796	\$340.00
Total for Check: 113873			\$340.00
DUPAGE WATER COMMISSION			
217630	WATER CHARGES-APRIL	12154	\$276,110.40
Total for Check: 113874			\$276,110.40
DYNEGY ENERGY SERVICES			
217441	19 E CHICAGO AV-3/20-4/17	147029718041	\$1,378.89
Total for Check: 113875			\$1,378.89
ENTERTAINMENT INDUSTRIES			
217586	TEEN SPLASH ENTERTAINMENT	JUNE8	\$225.00
Total for Check: 113876			\$225.00
ERLA INC			
217391	INSP/MAINT AMBULANCE STRE	70666	\$355.00
Total for Check: 113877			\$355.00

WARRANT REGISTER: 1649

DATE: 05/18/18

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
FIRE PROTECTION COMPANY			
217384	ALARM TESTING	24464	\$248.75
217384	ALARM TESTING	24464	\$248.75
217384	ALARM TESTING	24464	\$248.75
217384	ALARM TESTING	24464	\$248.75
Total for Check: 113878			\$995.00
FIRE TRAINING RESOURCES			
217645	FIRE GROUND COMMAND CLASS	1408	\$250.00
Total for Check: 113879			\$250.00
FIRST COMMUNICATIONS, LLC			
217524	PHONE CHARGES APRIL	115857713	\$312.46
217524	PHONE CHARGES APRIL	115857713	\$740.13
217524	PHONE CHARGES APRIL	115857713	\$441.80
217524	PHONE CHARGES APRIL	115857713	\$189.34
217524	PHONE CHARGES APRIL	115857713	\$107.56
217524	PHONE CHARGES APRIL	115857713	\$225.35
217524	PHONE CHARGES APRIL	115857713	\$61.44
Total for Check: 113880			\$2,078.08
FLEET SAFETY SUPPLY			
217479	NEW STROBE EMERG LIGHTS	70215	\$401.25
Total for Check: 113881			\$401.25
FRED GLINKE PLUMBING AND			
217379	REPAIR FAUCET STEM	33424	\$42.90
217399	EXPLORITORY WK-GAS METER	33504	\$422.50
217399	EXPLORITORY WK-GAS METER	33504	\$422.50
217402	REPAIR LEAKING WATER PIPE	33488	\$284.38
217402	REPAIR LEAKING WATER PIPE	33488	\$284.37
Total for Check: 113882			\$1,456.65
FULLER, COLIN			
217528	DUPLCATE VEHICLE STICKER	7813	\$40.00
Total for Check: 113883			\$40.00
FULLERS HOME & HARDWARE			
217646	MISC HARDWARE	APRIL	\$1.16
217646	MISC HARDWARE	APRIL	\$26.95
217646	MISC HARDWARE	APRIL	\$13.47
217646	MISC HARDWARE	APRIL	\$1.11
217646	MISC HARDWARE	APRIL	\$9.00
217646	MISC HARDWARE	APRIL	\$30.91
217646	MISC HARDWARE	APRIL	\$6.99
217646	MISC HARDWARE	APRIL	\$63.45
217646	MISC HARDWARE	APRIL	\$5.39
217646	MISC HARDWARE	APRIL	\$23.02

WARRANT REGISTER: 1649

DATE: 05/18/18

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
217646	MISC HARDWARE	APRIL	\$8.63
217646	MISC HARDWARE	APRIL	\$14.83
217646	MISC HARDWARE	APRIL	\$12.01
217646	MISC HARDWARE	APRIL	\$4.94
217646	MISC HARDWARE	APRIL	\$19.60
217646	MISC HARDWARE	APRIL	\$21.74
Total for Check: 113884			\$263.20
GALLS			
217429	UNIFORM SHIRTS	009645965	\$40.83
217430	UNIFORM SHIRTS	009682424	\$43.19
217431	UNIFORM SHIRTS	009679681	\$84.50
217492	SHORT SLEEVE SHIRT	009654701	\$44.30
217493	UNIFORM-PANT-SHIRT	009653677	\$270.29
217494	PATROL UNIFORM	009632811	\$390.84
217495	UNIFORM-BOOTS-SHIRTS	009662943	\$302.95
217496	PATROL UNIFORM	009662622	\$392.15
217497	UNIFORM SHIRT	009662223	\$98.42
217498	UNIFORM-BOOTS-SHIRTS	009679617	\$278.21
217499	UNIFORM PANT PD	009697956	\$147.60
217500	UNIFORM SHIRTS PD	009706073	\$92.12
217501	UNIFORM SHIRT	009714411	\$136.97
217502	UNIFORM PD PANTS-VELOCITO	009714245	\$2.94
217521	PD UNIFORM	009714245	\$248.40
217522	PD UNIFORM	009689727	\$406.31
217572	PD UNIFORM	009742127	\$390.75
217573	PD UNIFORM	009732802	\$100.00
217574	PD UNIFORM	009720250	\$189.93
Total for Check: 113885			\$3,660.70
GAYESKI, RICHARD			
217560	CONT BD-906 S COUNTY LINE	24196	\$500.00
Total for Check: 113886			\$500.00
GRAINGER, INC.			
217397	FUSE FOR HUMIDIFIER	9760281353	\$50.15
217397	FUSE FOR HUMIDIFIER	9760281353	\$50.16
217398	FOOT SWITCH FOR SIREN	9766144340	\$27.30
Total for Check: 113887			\$127.61
GSG CONSULTANTS			
217696	2018 RECON-RESUR S DESIGN	17-4009-09	\$2,128.75
217710	2018 N INFRASTRUCTURE PRO	18-1014-01	\$66,137.50
Total for Check: 113888			\$68,266.25
HASTY AWARDS			
217585	TOWN TEAM RIBBONS	5180166	\$22.00
Total for Check: 113889			\$22.00

Run date: 10-MAY-18

Village of Hinsdale

Page: 10

WARRANT REGISTER: 1649

DATE: 05/18/18

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
HEALTH INSPECTION			
217626	COOK COUNTY FOOD SV INSP	255	\$772.50
Total for Check: 113890			\$772.50
HILDEBRAND SPORTING GOODS			
217525	BASEBALL FENCE GUARD	RR3057	\$344.00
217569	NAME PLATES FOR WALL PHOT	22833	\$30.00
Total for Check: 113891			\$374.00
HINDERMANN, GIULIA			
217446	KLM SECURITY DEP-EN180421	24401	\$475.00
Total for Check: 113892			\$475.00
HOME DEPOT CREDIT SERVICE			
217681	MORTAR MIX	6012654	\$23.10
217682	BLOCK PARTY BARICADES	8013773	\$287.73
217683	SPEED RADAR CONCRETE	7013858	\$45.00
217684	PARTS FOR SPEED SIGN	7573588	\$16.42
217685	TOOLS FOR TRUCK	7573588	\$35.94
217686	MISC SUPPLIES	4022476	\$48.85
217687	REC SUPPLIES-SOCCER	1022925	\$31.46
217688	PIERCE PARK	1022936	\$139.40
217689	TOOLS	1022937	\$11.91
217690	MISC SUPPLIES	1051217	\$69.70
217691	LAMPS IN VH	23143	\$59.91
217692	SCREWS FOR BARRICADE	5015117	\$25.73
217693	COREX TEE	8010664	\$8.61
217694	MITER SAW	6011116	\$723.94
Total for Check: 113893			\$1,527.70
HR GREEN INC			
217403	17-18 VEECK PARK OPERATOR	118175	\$632.50
Total for Check: 113894			\$632.50
HUI CHING, SHEAU			
217404	CANCELLED CLASS	171129	\$119.00
Total for Check: 113895			\$119.00
ICMA MEMBERSHIP RENEWAL			
217592	DUES-GARGANO	247099	\$1,400.00
Total for Check: 113896			\$1,400.00
ICMA MEMBERSHIP RENEWALS			
217607	ICMA DUES-B MENDOZA	847135	\$200.00
Total for Check: 113897			\$200.00
IL DEPARTMENT OF PUBLIC			

Run date: 10-MAY-18

Village of Hinsdale

Page: 11

WARRANT REGISTER: 1649

DATE: 05/18/18

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
217588	LICENSE FEE NEW MEDIC 84	G021536	\$25.00
Total for Check: 113898			\$25.00
ILLINOIS FIRE CHIEF ASSOC			
217400	FUNERAL FLAG	FF-18008	\$87.00
Total for Check: 113899			\$87.00
ILLINOIS SHOTOKAN KARATE			
217509	KARATE SESSION 2	2018 SPRING	\$2,124.00
Total for Check: 113900			\$2,124.00
IMAGE FX CORPORATION			
217568	WRAP ON NEW SQUAD	2009	\$981.79
Total for Check: 113901			\$981.79
INDUSTRIAL ELECTRIC			
217488	ELEC EQUIP FOR RADIO	255000	\$52.63
217489	BULBS AT PLATFORM	255001	\$104.00
217490	PLATFORM BATTERIES	255002	\$62.00
Total for Check: 113902			\$218.63
INDUSTRIAL ORGANIZATIONAL			
217567	FIREFIGHTER PSYC EVAL	C42220A	\$970.00
Total for Check: 113903			\$970.00
INTERNATIONAL EXTERMINATO			
217483	POOL CONCESSION STAND	41270	\$196.00
217706	PEST CONTROL	05-1466	\$40.00
217706	PEST CONTROL	05-1466	\$40.00
217706	PEST CONTROL	05-1466	\$113.00
217706	PEST CONTROL	05-1466	\$40.00
217706	PEST CONTROL	05-1466	\$40.00
Total for Check: 113904			\$469.00
IRMA			
217516	MARCH DEDUCTIBLE	SALES0016729	\$4,089.11
217517	MARCH DEDUCTIBLE	SALES0016729	\$669.62
217518	BEHAVIORAL HEALTH	IVC0010519	\$42.50
217519	BEHAVIORAL HEALTH	IVC0010519	\$42.50
217717	MSP BILLING-FINNEGAN	167526-01	\$17,567.33
Total for Check: 113905			\$22,411.06
JAMES J BENES & ASSOC INC			
217719	17-18 3RD PTY REVIEWS	MARCH	\$3,677.25
Total for Check: 113906			\$3,677.25
KARA SYSTEMS			
217640	LATHS	335580	\$29.50

WARRANT REGISTER: 1649

DATE: 05/18/18

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
		Total for Check: 113907	\$29.50
KATHLEEN W BONO CSR			
217409	#APP-03-17	7757	\$795.80
217410	PUB HEARING #HPC-02-2018	7755	\$581.60
217619	#A-09-2018	7751	\$210.90
217620	#A-12-2018	7751	\$368.40
		Total for Check: 113908	\$1,956.70
KLEIN, THORPE, JENKINS LTD			
217378	LEGAL FEES THRU 3/31/18	195354-195362	\$22,935.14
		Total for Check: 113909	\$22,935.14
LAKESHORE RECYCLING SYS			
217637	CONTRACT STREET SWEEPING	PS208696	\$2,601.00
		Total for Check: 113910	\$2,601.00
LAPSHIN, TRACY			
217510	FENCING 2018	WINTER/SPRING	\$1,168.00
		Total for Check: 113911	\$1,168.00
LAW ENFORCEMENT TRAINING			
217580	COURT SMART BOOKS	INV-0013	\$1,130.00
		Total for Check: 113912	\$1,130.00
LOOK SHARP, INC			
217559	CONT BD-125 W EIGHTH ST	24376	\$750.00
		Total for Check: 113913	\$750.00
MA RODRIGUEZ,			
217635	TRIBUTE TREES	10561	\$1,983.00
		Total for Check: 113914	\$1,983.00
MAC STRATEGIES GROUP, INC			
217610	CONSULTING-MAY 2018	2256	\$6,500.00
		Total for Check: 113915	\$6,500.00
MANGANIELLO, JIM			
217393	METER READINGS	APRIL	\$92.50
		Total for Check: 113916	\$92.50
MCANDREWS, CATHY L			
217563	PRIME TIME REGISTRATION	3049110	\$36.00
		Total for Check: 113917	\$36.00
MCCARTHY, RYAN			
217421	UNIFORM ALLOWANCE	POS7E00141103	\$341.60
		Total for Check: 113918	\$341.60

WARRANT REGISTER: 1649

DATE: 05/18/18

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
MCCARTHY, THOMAS			
217628	FUEL/INSPECTORS CAR FDIC	57666091102	\$53.76
Total for Check: 113919			\$53.76
MCELROY, TIM			
217383	PETTY CASH	JAN-APR	\$1.50
217383	PETTY CASH	JAN-APR	\$6.70
217383	PETTY CASH	JAN-APR	\$20.00
217383	PETTY CASH	JAN-APR	\$20.00
217383	PETTY CASH	JAN-APR	\$95.01
217383	PETTY CASH	JAN-APR	\$15.00
217383	PETTY CASH	JAN-APR	\$66.57
Total for Check: 113920			\$224.78
MEDICOM REIMBURSEMENT			
217481	HOME VISITS-MARCH 18	5846	\$25.00
217482	HOME VISITS-APRIL 18	5862	\$8.00
Total for Check: 113921			\$33.00
MENARDS			
217487	DETERGENT LAUNDRY	97380	\$43.91
217529	LAUNDRY DETERGENT	97380	\$43.91
217530	PREEN-WEED PREVENTER	97759	\$167.94
217531	BENCH REPAIR	98493	\$23.35
Total for Check: 113922			\$279.11
MESSINA, JOSEPH			
217565	PD FOR STICKER-SOLD CAR	N102443	\$40.00
Total for Check: 113923			\$40.00
MICRO CENTER A/R			
217434	USB'S	4435655	\$39.96
Total for Check: 113924			\$39.96
MUSCAT PAINTING			
217621	DROP SLIDE PAINTING	05072018-1	\$2,378.00
Total for Check: 113925			\$2,378.00
NAPA AUTO PARTS			
217638	HYD OIL	4343-545203	\$94.26
217639	AIR FILTERS	4343-545677	\$59.61
Total for Check: 113926			\$153.87
NATIONAL POWER RODDING			
217382	SEWER CLEANING CONT #1638	48896	\$30,891.68
Total for Check: 113927			\$30,891.68

WARRANT REGISTER: 1649

DATE: 05/18/18

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
NEOPOST USA INC			
217709	INK CARTRIDGE	15388010	\$181.50
Total for Check: 113928			\$181.50
NFPA			
217604	ANNUAL MEMBER-NFPA	2465736	\$175.00
Total for Check: 113929			\$175.00
NICHOLS, JIM			
217644	LINE OF DUTY FLAG FRAMING	143104271042	\$193.46
Total for Check: 113930			\$193.46
NICKS METAL FABRICATION			
217477	FAB STORAGE BOX & LADDER	4537	\$4,800.00
Total for Check: 113931			\$4,800.00
NICOR GAS			
217436	121 SYMONDS 3/26-4/17	38466010006	\$38.05
217436	121 SYMONDS 3/26-4/17	38466010006	\$38.04
217437	YOUTH CENTER-3/26-4/17	90077900000	\$164.32
Total for Check: 113932			\$240.41
NIPSTA			
217612	FIRE FIGHTER ACADEMY	17649	\$7,790.00
Total for Check: 113933			\$7,790.00
NORMANDY CONSTRUCTION			
217556	CONT BD-425 S QUINCY	24312	\$3,400.00
Total for Check: 113934			\$3,400.00
NORTH EAST MULTI-REGIONAL			
217576	ANNUAL MEMBERSHIP 18-19	233685	\$2,470.00
Total for Check: 113935			\$2,470.00
NUCO2 INC			
217381	CYLINDER RENTAL	50832530	\$37.30
217442	CYLINDER RENTAL	55505652	\$37.98
Total for Check: 113936			\$75.28
ONSOLVE INTERMEDIATE			
217575	CODE RED MAY18-MAY19	ECN-031151	\$5,000.00
Total for Check: 113937			\$5,000.00
PAUL CONWAY SHIELDS			
217388	HELMET SHIELD & BRACKETS	420986-IN	\$284.44
Total for Check: 113938			\$284.44
PRAXAIR DISTRIBUTION, INC			

WARRANT REGISTER: 1649

DATE: 05/18/18

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
217625	CYLINDER RENTAL	82534427	\$67.43
		Total for Check: 113939	\$67.43
PROFESSIONAL ENTERTAINMEN			
217587	HOLIDAY EXP SANTA DEPOSIT	121618	\$345.00
		Total for Check: 113940	\$345.00
PROVEN BUSINESS SYSTEMS			
217581	5/18-5/22/19 CONTRACT COP	480651	\$640.00
		Total for Check: 113941	\$640.00
READY REFRESH BY NESTLE			
217707	BOTTLE WATER	18D0120706023	\$24.92
		Total for Check: 113942	\$24.92
RECORD A HIT INC			
217584	TACO TUESDAY INFLATABLE	181394	\$75.00
		Total for Check: 113943	\$75.00
RELIABLE FIRE & SECURITY			
217486	INSPECTIONS	710329	\$160.25
		Total for Check: 113944	\$160.25
REPUBLIC SERVICES #551			
217708	RESIDENT WASTE STICKERS	0551-014020844	\$3,250.00
		Total for Check: 113945	\$3,250.00
RYAN AND RYAN			
217712	TOLLWAY ACQUISITION	TW-5-16-068-ABC	\$13,767.50
		Total for Check: 113946	\$13,767.50
RYDIN SIGN & DECAL			
217440	2018 2ND HALF PRK PERMITS	342835	\$976.20
		Total for Check: 113947	\$976.20
SERVICE FORMS & GRAPHICS			
217631	EMPLOYEE CHG STATUS RPTS	164369	\$502.90
		Total for Check: 113948	\$502.90
SHELDON, KATHLEEN			
217564	CLASS CANCELLED	172085	\$30.00
		Total for Check: 113949	\$30.00
SPORTS R US			
217491	SPRING 2018 CLASSES	2307	\$1,932.00
		Total for Check: 113950	\$1,932.00
SPRINT			

WARRANT REGISTER: 1649

DATE: 05/18/18

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
217433	PHONE PING REG ARREST	LCI-294417	\$100.00
217523	PHONE CHARGES APRIL	977740515-195	\$356.67
217523	PHONE CHARGES APRIL	977740515-195	\$44.94
217523	PHONE CHARGES APRIL	977740515-195	\$629.13
217523	PHONE CHARGES APRIL	977740515-195	\$359.50
217523	PHONE CHARGES APRIL	977740515-195	\$44.94
217523	PHONE CHARGES APRIL	977740515-195	\$44.94
217523	PHONE CHARGES APRIL	977740515-195	\$44.94
217523	PHONE CHARGES APRIL	977740515-195	\$89.88
217523	PHONE CHARGES APRIL	977740515-195	\$89.87
217523	PHONE CHARGES APRIL	977740515-195	\$179.75
217523	PHONE CHARGES APRIL	977740515-195	\$89.88
217523	PHONE CHARGES APRIL	977740515-195	\$89.88
217523	PHONE CHARGES APRIL	977740515-195	\$404.44
Total for Check: 113951			\$2,568.76
STATE CHEMICAL SOLUTIONS			
217582	CLEANING SUPPLIES	900471349	\$881.17
Total for Check: 113952			\$881.17
STRADA CONSTRUCTION CO.			
217385	CONCRETE WORK	18-869	\$1,700.00
217514	CONCRETE FOR MAIN BREAK	18-867	\$5,960.00
217514	CONCRETE FOR MAIN BREAK	18-867	\$5,990.00
217514	CONCRETE FOR MAIN BREAK	18-867	\$990.00
Total for Check: 113953			\$14,640.00
STREICHERS			
216576	FIAT GEAR	I1278076	\$325.00
216577	FIAT GEAR-KREFFT	I1299332	\$78.97
216578	RETURNED RIFLE PLATE	ICM278301	\$434.99-
217647	MFF HELMET	I1308305	\$134.50
217648	CREDIT	CM278301	\$31.02-
Total for Check: 113954			\$72.46
SWIERCZYNSKI, R			
217698	CONT BD-229 FULLER	24737	\$500.00
Total for Check: 113955			\$500.00
THANGAMANI, CARRIE			
217699	CONT BD-1 GRANT SQ-#102	24228	\$10,000.00
Total for Check: 113956			\$10,000.00
THE HINSDALEAN			
217616	PUBLIC HEARING/BONDS	3896	\$1,349.10
217617	#V-05-18	3929	\$163.35
217618	#V-04-18	3929	\$141.90
Total for Check: 113957			\$1,654.35

WARRANT REGISTER: 1649

DATE: 05/18/18

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
TPI BLDG CODE CONSULTANT			
217627	3RD PTY PLUMBING INSP-APR	201804	\$1,700.00
		Total for Check: 113958	\$1,700.00
TRAFFIC CONTROL & PROTECT			
217590	CODE OF CONDUCT SIGNS	92420	\$1,692.00
		Total for Check: 113959	\$1,692.00
TRAFFIC CONTROL CORP			
217511	SPEED MONITORING SIGN	105108	\$4,149.00
		Total for Check: 113960	\$4,149.00
TREES R US INC			
217512	PARK PRUNING	21627	\$7,262.90
		Total for Check: 113961	\$7,262.90
TS DISTRIBUTORS INC			
217634	CHANNEL STOCK- BED STEP	1596379	\$63.26
		Total for Check: 113962	\$63.26
UNIQUE APPAREL SOLUTIONS			
217589	SHIRT AND NAME PLATE	E49889	\$74.00
		Total for Check: 113963	\$74.00
UPS STORE			
217680	SHIPPING FROM FD	3308	\$12.42
		Total for Check: 113964	\$12.42
VERIZON WIRELESS			
217405	WATER DEP IPADS-3/24-4/23	9805926062	\$75.53
217406	FIRE 3/24-4/23	9805926062	\$75.53
217407	POLICE TABLETS-3/24-4/23	9805926062	\$75.53
217408	PD SECURITY CAM-3/24-4/23	9805926062	\$75.53
		Total for Check: 113965	\$302.12
VILLAGE OF WESTERN SPRING			
217380	2018 BOYS LACROSSE	2	\$468.00
217624	FALLS 2017 BOYS LACROSSE	01	\$128.00
		Total for Check: 113966	\$596.00
VOLT ELECTRIC, INC.			
217622	REPAIR OGDEN WELL HOUSE	6795	\$5,812.00
		Total for Check: 113967	\$5,812.00
W S DARLEY & CO			
217396	8 LENGTHS HOSE/REP DAMAGE	122759	\$2,372.00
217632	3-100 FT LENGHTS OF HOSE	17321556	\$1,765.00

WARRANT REGISTER: 1649

DATE: 05/18/18

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
		Total for Check: 113968	\$4,137.00
WAREHOUSE DIRECT INC			
217377	PAPER COPIER	3870697-0	\$42.87
217401	MISC OFFICE SUPPLIES	3869250-0	\$86.66
217439	OFFICE SUPPLIES	3875969-0	\$332.66
217484	KLM SUPPLIES	3882736-0	\$47.44
217485	CREDIT FROM SUPPLIES	C3856203-0	\$13.52-
217503	OFFICE SUPPLIES	3865799-0	\$142.56
217504	DISC DVD'S	3870558-1	\$27.95
217505	DVD DISC & MAILER	3870558-0	\$104.78
217552	JANITORIAL SUPPLIES	3865995-0	\$18.65
217562	JANITORIAL SUPPLIES PD	3865995-0	\$127.15
217608	PAPER FOR COPIERS	3885899-0	\$255.92
217609	PAPER FOR COPIERS	3885899-0	\$255.92
217629	OFFICE SUPPLIES & TONER	3882747-0	\$227.33
		Total for Check: 113969	\$1,656.37
WARREN OIL COMPANY			
217613	UNLEADED FUEL	W1127288	\$40.00
217614	UNLEADED FUEL	W1135924	\$13,680.68
217615	DIESEL FUEL	W1135924	\$2,983.52
		Total for Check: 113970	\$16,704.20
WATERWAY ILLINOIS INC			
217478	GRND LADDER TESTING	1120	\$422.50
		Total for Check: 113971	\$422.50
WEBER, CONOR			
217448	SWITCHED TO INDIV PASS	171851	\$125.00
		Total for Check: 113972	\$125.00
WESTMONT PARK DISTRICT			
217508	GYMNASTICS SESSION	APR 2018	\$168.00
217551	GYMNASTICS SESSION	FEB18	\$294.00
		Total for Check: 113973	\$462.00
WILLIAMS, DAN			
217422	UNIFORM ALLOWANCE	POS7E00136974	\$112.30
217423	UNIFORM ALLOWANCE	POS7E00140208	\$139.00
		Total for Check: 113974	\$251.30
WOOD, STUART			
217447	REFUND FEE REDUCED	171906	\$40.00
		Total for Check: 113975	\$40.00
WRIGHT, COURTNEY			
217697	CONT BD-212 N GRANT	24078	\$1,000.00

Run date: 10-MAY-18

Village of Hinsdale

Page: 19

WARRANT REGISTER: 1649

DATE: 05/18/18

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
		Total for Check: 113976	\$1,000.00
XEROX CORPORATION			
217438	FINANCE COPIER MARCH	092917607	\$85.00
		Total for Check: 113977	\$85.00
DUPAGE COUNTY COLLECTOR			
217599	1ST INSTALL-HINSDALE AVE	09-12-129-014	\$4,897.39
		Total for Check: 113978	\$4,897.39
ARAMARK UNIFORM SERVICES			
217419	FD FLOOR MATS	2081512568	\$79.80
		Total for Check: 113980	\$79.80
CLARENDON HILLS PARK DIST			
217415	WINTER/SPRING 2018 DANCE	312165-A	\$456.00
		Total for Check: 113981	\$456.00
CLASS, THOMAS			
217417	REFUND INCIDENT 16-1773	DOS 10112016	\$90.00
		Total for Check: 113982	\$90.00
CODINU INC			
217418	SPNG 18 CODING CLASS REIM	1003	\$250.60
		Total for Check: 113983	\$250.60
COOK COUNTY TREASURER			
217412	QTR FEE TRAFFIC SIGNAL	2018-1	\$24.00
		Total for Check: 113984	\$24.00
MAC SPORTS GROUP			
217416	SPRING 18 GOLF CLASSES	17141	\$338.10
		Total for Check: 113985	\$338.10
MAHERONNAGHSH, RAMAK			
217414	TICKET PD2/26-VOID APPEAL	010200305006	\$25.00
		Total for Check: 113986	\$25.00
METROPOLITAN INDUSTRIES			
217420	BREAK TANK EMERG REPAIR	0000333694	\$460.00
		Total for Check: 113987	\$460.00
NEUCO INC			
217413	VH BOILER CONTROL	3026081	\$769.95
		Total for Check: 113988	\$769.95
NORTHWESTERN PAINTING &			
217411	POOL SHOWER WALL PAINTING	042618	\$1,020.00

VOID 113 979

Run date: 10-MAY-18

Village of Hinsdale

Page: 20

WARRANT REGISTER: 1649

DATE: 05/18/18

VOUCHER	VOUCHER DESCRIPTION
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INVOICE NUMBER

AMOUNT PAID

Total for Check: 113989

\$1,020.00

REPORT TOTAL \$847,174.45

END OF REPORT

REQUEST FOR BOARD ACTION
Finance

AGENDA SECTION: Consent Agenda – ACA

SUBJECT: Fifth Term Extension with the Hinsdale Platform Tennis Association

MEETING DATE: May 15, 2018

FROM: Darrell Langlois, Assistant Village Manager/Finance Director *DL*

Recommended Motion

To Approve a Fifth Term Extension of the Recreational License Agreement with the Hinsdale Platform Tennis Association (HPTA).

Background

The Village has eight platform tennis courts; six are located at Katherine Legge Memorial Park and two are located at Burns Field. The Village has two license agreements in place that cover most of the platform tennis programming. The first agreement is with Mary Doten, which allows her to teach and coordinate lessons at the Village courts. The second agreement is with the HPTA, which allows their organization use of the courts for practice, league play, and special events. Under terms of the license agreement between the Village and HPTA, their members and league players are required to also have a platform tennis membership with the Village.

Discussion & Recommendation

The current license agreement between HPTA and the Village was set to expire in March, 2016. Four previous extensions have been approved in order to negotiate terms of a successor agreement. The most recent extension provided for an extension through January 31, 2018 and also provided for two 60-day extensions that could be approved by the Village Manager. HPTA is currently operating under the second 60-day extension that was approved by the Village Manager; this extension will expire at the end of May.

Since March, 2016 a negotiating committee consisting of ACA Chairman Hughes, Parks and Recreation Commission Chair Alice Waverly, and Village staff have had numerous meetings with representatives from HPTA but the work of coming up with a new agreement is not yet complete. There has been significant progress in recent months towards coming up with a completely new operating model for the platform tennis model. It is the recommendation of the negotiating committee that the current agreement now be extended to September 30, 2018 in order to allow sufficient time to complete this work.

Budget Impact

N/A

Village Board and/or Committee Action

The first reading of this item was held at the May 1, 2018 Village Board meeting whereby it was the consensus of the Village Board to place this item on the consent agenda for May 15, 2018

Documents Attached

1. Recreation License Agreement-Fifth Term Extension

**RECREATIONAL LICENSE AGREEMENT —
FIFTH TERM EXTENSION**

This Recreational License Agreement – Fifth Term Extension (hereinafter "Fifth Term Extension") is executed on this 15th day of May, 2018 by and between the Village of Hinsdale, Illinois (the "Village") and the Hinsdale Platform Tennis Association, a not-for-profit corporation (the "HPTA", and together with the Village, the "Parties").

RECITALS

- A. The Village is a unit of local government organized pursuant to and in accordance with the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.*; and
- B. The Village owns real property commonly known as The Katherine Legge Memorial Park, which is located at 5901 — 5911 S. County Line Road, Hinsdale, Illinois (the "Property"); and
- C. The Property contains recreational and social facilities, which the Village regularly permits individuals, organizations and entities to use, subject to certain terms and conditions of use; and
- D. HPTA is a not-for-profit Illinois corporation, and has requested that the Village permit it to regularly use the Property's paddle tennis facilities (the "Paddle Tennis Facilities") for the benefit of HPTA's members and guests; and
- E. The Parties have previously entered into a Recreational License Agreement dated March 3, 2009, a copy of which is attached hereto as **Exhibit 1** and made a part hereof (the "Recreational License Agreement"); and
- F. The Parties have previously extended the Recreational License Agreement, most recently in a Fourth Term Extension and Amendment that ran through May 30, 2018, and a copy of the Four Term Extension is attached as **Exhibit 2** and made a part hereof; and
- G. The Parties now desire to further extend the Recreational License Agreement to September 30, 2018, as set forth below.

NOW, THEREFORE, in consideration of the above recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties, the Parties agree as follows:

- 1. **Recitals** — The above recitals are incorporated into and made a part of this Fifth Term Extension by reference.
- 2. **Term** — The Term of the Recreational License Agreement, as previously extended, is further extended by this Fifth Term Extension. The Term as extended shall commence on June 1, 2018, and shall, unless earlier

terminated by the Parties automatically expire at 12:00 midnight on September 30, 2018.

3. **Terms and Conditions** — Except as otherwise modified by this Fifth Term Extension, all terms and conditions of the Recreational License Agreement dated March 3, 2009, as previously amended, shall remain the same and shall remain in full force and effect during the term of this Fifth Extension.

IN WITNESS WHEREOF, the Parties have caused this Fifth Term Extension to be executed by duly authorized, as of the day and year written above.

VILLAGE OF HINSDALE

HINSDALE PLATFORM TENNIS
ASSOCIATION

Village President

President of HPTA

ATTEST:

ATTEST:

Village Clerk

Secretary, HPTA

EXHIBIT 1

RECREATIONAL LICENSE AGREEMENT

This Recreational License Agreement (the "Agreement") is executed on March 3, 2009, by and between the Village of Hinsdale, Illinois (the "Village"), and the Hinsdale Platform Tennis Association, a not-for-profit corporation ("HPTA", and together with the Village, the "Parties").

RECITALS

- A. The Village is a unit of local government organized pursuant to and in accordance with the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.*
- B. The Village owns real property known as The Katherine Legge Memorial Park, which is located at 5901 - 5911 South County Line Road, Hinsdale, Illinois (the "Property").
- C. The Property contains recreational and social facilities, which the Village regularly permits individuals, organizations, and entities to use, subject to certain terms and conditions of use.
- D. HPTA is a not-for-profit Illinois corporation, and has requested that the Village permit it to regularly use the Property's paddle tennis facilities (the "Paddle Tennis Facilities") for the benefit of HPTA's members and guests.
- E. In consideration of the Village's agreement to permit HPTA to use the Paddle Tennis Facilities on a continuing and pre-scheduled basis during the term of this Agreement, HPTA agrees to use the Paddle Tennis Facilities in strict accordance with the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the above-recitals, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties, the Parties agree as follows:

- 1. **Recitals.** The above recitals are incorporated into and made a part of this Agreement by reference.
- 2. **Recreational License.** The Village hereby grants a non-exclusive, revocable license (the "Recreational License") to HPTA, subject to the termination provisions of this Agreement, to use the Paddle Tennis Facilities for the sole purpose of practicing and playing tennis, and for no other purpose. HPTA expressly acknowledges that this Recreational License is not an interest in real or personal property. HPTA shall not under any circumstance record this Agreement or any document pertaining to this Agreement in any recorder's office, or with any other governmental body or agency.

3. **Term.** The term of the Recreational License shall commence upon the execution of this Agreement, and shall automatically expire on March 3, 2011 unless sooner terminated in accordance with the terms and conditions of this Agreement.
4. **Termination.** This Agreement and the Recreational License may be terminated by the Village at any time, for any reason, in the Village's sole discretion, upon fourteen (14) days written notice to HPTA. Upon HPTA's receipt of such notice, this Agreement shall terminate automatically.
5. **HPTA's Performance.** At all times during the term of this Agreement, HPTA shall act or refrain from acting as follows:
 - a. HPTA shall comply with all applicable federal, state, and municipal laws, statutes, ordinances, rules and regulations in its use of the Paddle Tennis Facilities;
 - b. HPTA shall take such reasonable actions as needed to ensure that its use of the Paddle Tennis Facilities do not unreasonably interfere with the normal and ongoing activities of the Village and other permitted users of the Property;
 - c. Immediately after each occasion on which it uses the Paddle Tennis Facilities, HPTA shall promptly remove any trash or debris left by its members or guests, and shall promptly remedy any damage to the Paddle Tennis Facilities and/or the Property caused by HPTA's members or guests, so as to restore the Paddle Tennis Facilities and the Property to the same condition as existed prior to any use by HPTA;
 - d. HPTA shall not perform or cause to be performed any improvement to, or modification of, the Paddle Tennis Facilities or the Property unless and until it receives express, prior, written authorization from the Village.
6. **Scheduling.** HPTA's use of the Paddle Tennis Facilities is limited to those seasonal dates listed on Exhibit A, which is attached hereto and incorporated herein by reference, and to those other dates and times on which the Parties may later agree. If a scheduling conflict arises where the Village and HPTA each anticipate using the Paddle Tennis Facilities to the exclusion of the other, the Village's anticipated needs shall have priority over HPTA's anticipated needs to the extent of the conflict. If a scheduling conflict arises between HPTA and any other permitted user of the Paddle Tennis Facilities, the first party to have made a written reservation with the Village for use of the Paddle Tennis Facilities shall have priority. The Parties shall cooperate in good faith to avoid any such scheduling conflict.

7. **Liability and Risk of Loss.**

- a. **Indemnity.** HPTA shall indemnify and hold the Village, its elected officials, administrators, employees, attorneys, agents, and representatives (collectively the "Indemnitees") harmless from any and all losses, injuries, claims, causes of action, demands, liabilities, damages, expenses, costs, and/or attorneys' fees that any of the Indemnitees may incur, which arise out of, result from, or occur in connection with HPTA's performance and/or breach of any of HPTA's duties under this Agreement, or any other act or omission of HPTA that relates in any way to this Agreement, or to HPTA's use of the Paddle Tennis Facilities or the Property. This duty to indemnify shall survive expiration or termination of this Agreement.
- b. **Insurance.** At all times during the term of this Agreement, HPTA shall maintain insurance policies with coverages and limits as provided in Exhibit B, and shall comply with all terms and conditions contained in Exhibit B, which is attached hereto and incorporated herein by reference.
- c. **Non-Waiver of Defenses.** Neither the above indemnification provision, insurance provision, nor any other provision of this Agreement, is intended to constitute the waiver of any immunity or defense held by the Village under the statutes or common laws of the State of Illinois.

8. **Attorneys' Fees to Village as Prevailing Party.** If the Village brings any cause of action against HPTA for any material or immaterial breach of this Agreement, in the event the Village prevails in such action, as determined by the Court, HPTA shall be liable to pay the Village's attorneys' fees, expenses, and court costs incurred in connection with such action.

9. **Notices.** Notices required or permitted to be given under this Agreement shall be in writing, shall be deemed received when sent, and shall be sent by U.S. mail addressed to the addressees listed below:

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

Hinsdale Platform Tennis Association
Bill O'Brien, President
9515 Southview Avenue
Brookfield, IL 60513

10. **Integration; No Oral Modification.** This Agreement represents the final and complete agreement of the Parties with respect to its subject matter. All prior communications, representations, negotiations, and promises, both oral and written, are deemed merged into this Agreement, and are of no force or effect. This Agreement may not be modified orally. Any modification of this Agreement must be in writing and signed by both Parties to be enforceable.

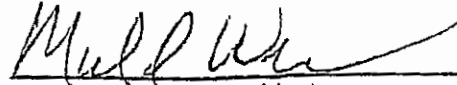
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by duly authorized officers thereof, as of the day and year written above:

VILLAGE OF HINSDALE

HINSDALE PLATFORM TENNIS
ASSOCIATION



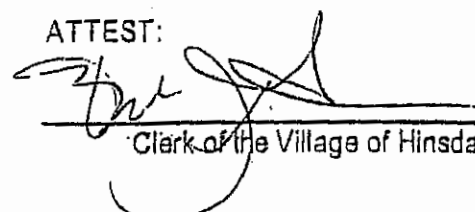
President of the Board of Trustees



President

ATTEST:

ATTEST:



Clerk of the Village of Hinsdale

Secretary

EXHIBIT A – HPTA's Seasonal Dates For Use of Paddle Tennis Facilities

October 15 through April 15 of each year during the term of the Recreational License

EXHIBIT B - INSURANCE COVERAGES AND LIMITS

1. Insurance Coverage

A At all times during the term of this Agreement, HPTA shall procure and maintain, in full force and effect, general liability, comprehensive automobile liability, and umbrella / excess liability insurance policies which cover personal injury and property damage.

B HPTA shall procure all such policies from a company or companies authorized to do business in Illinois and licensed by the Illinois Department of Financial and Professional Regulation, rated with an "A" or better in the current edition of Best's Key Rating Guide, or which is otherwise pre-approved in writing by the Village.

C. Each of the above-referenced policies shall have the following minimum coverage limits:

a. Comprehensive General Liability and Automobile Liability

Bodily Injury \$1,000,000 per occurrence

\$2,000,000 aggregate

Personal Injury \$1,000,000 per occurrence

\$2,000,000 aggregate

b. Umbrella / Excess Coverage \$3,000,000

2. **Additional Insured.** Each of the policies procured and maintained by HPTA in accordance with this Agreement shall name the Village, its elected officials, administrators, employees, attorneys, agents, and representatives as additional insured, shall expressly insure the indemnification provision in Section 7.a of this Agreement, and shall provide that each respective policy shall not be terminated, cancelled, or materially changed without at least thirty (30) days advanced written notice to the Village.

3. **Certificates of Insurance.** Prior to the beginning of the term of this Agreement, and on or before January 1st of each year during the term of this Agreement, HPTA shall submit to the Village copies of each of HPTA's certificates of insurance evidencing the procurement and maintenance of the above-referenced policies in accordance with this Agreement.

4. **Non-Payment of Insurance Premiums.** In the event any of the above-referenced policies is terminated, cancelled, or materially changed at any time, the Village may give written notice to HPTA, identifying the policy terminated, cancelled, or materially changed and requesting that HPTA cause such policy to conform to the requirements of this Agreement. In the event HPTA fails to cause such policy to conform to the requirements of this Agreement within seven (7) days after receipt of such notice, the Village may, in its sole discretion, take such actions and pay such expenses as are reasonably necessary to procure such deficient policy and/or cause it to conform to the requirements of this Agreement. In that event, HPTA shall be liable to the Village for all costs, expenses, and attorneys fees incurred by the Village in procuring such policy or causing it to conform to the requirements of this Agreement.

**RECREATIONAL LICENSE AGREEMENT —
FOURTH TERM EXTENSION**

This Recreational License Agreement – Fourth Term Extension (hereinafter "Fourth Term Extension") is executed on this 27th day of December, 2017 by and between the Village of Hinsdale, Illinois (the "Village") and the Hinsdale Platform Tennis Association, a not-for-profit corporation (the "HPTA", and together with the Village, the "Parties").

RECITALS

- A. The Village is a unit of local government organized pursuant to and in accordance with the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.*; and
- B. The Village owns real property commonly known as The Katherine Legge Memorial Park, which is located at 5901 — 5911 S. County Line Road, Hinsdale, Illinois (the "Property"); and
- C. The Property contains recreational and social facilities, which the Village regularly permits individuals, organizations and entities to use, subject to certain terms and conditions of use; and
- D. HPTA is a not-for-profit Illinois corporation, and has requested that the Village permit it to regularly use the Property's paddle tennis facilities (the "Paddle Tennis Facilities") for the benefit of HPTA's members and guests; and
- E. The Parties have previously entered into a Recreational License Agreement dated March 3, 2009, a copy of which is attached hereto as **Exhibit 1** and made a part hereof (the "Recreational License Agreement"); and
- F. The Parties have previously extended the Recreational License Agreement, most recently in a Third Term Extension and Amendment that ran through November 30, 2017, a copy of which is attached as **Exhibit 2** and made a part hereof; and
- G. The Parties now desire to further extend the Recreational License Agreement, as set forth below.

NOW, THEREFORE, in consideration of the above recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties, the Parties agree as follows:

- 1. **Recitals** — The above recitals are incorporated into and made a part of this Fourth Term Extension by reference.
- 2. **Term** — The Term of the Recreational License Agreement, as previously extended, is further extended by this Fourth Term Extension. The Term as extended shall commence on December 1, 2017 and shall, unless earlier terminated by the Parties, or further extended by the Village Manager as set

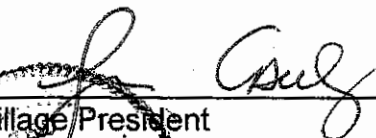
forth in this Paragraph 2, automatically expire at 12:00 midnight on January 31, 2018. The Village Manager may, in her sole discretion, further extend the Term for up to two (2) additional sixty-day periods after January 31, 2018 upon good cause shown, without further Board of Trustees approval.



3. **Terms and Conditions** — Except as otherwise modified by this Fourth Term Extension, all terms and conditions of the Recreational License Agreement dated March 3, 2009, as previously amended, shall remain the same and shall remain in full force and effect during the term of this Fourth Extension.

IN WITNESS WHEREOF, the Parties have caused this Fourth Term Extension to be executed by duly authorized, as of the day and year written above.


VILLAGE OF HINSDALE

HINSDALE PLATFORM TENNIS
ASSOCIATION

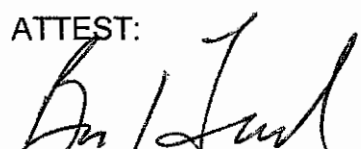


Village President

ATTEST:


Village Clerk



President of HPTA

ATTEST:


Secretary, HPTA

REQUEST FOR BOARD ACTION

Public Services & Engineering

AGENDA SECTION: Consent Agenda – EPS

SUBJECT: Amendment to Multi-County Municipality Intergovernmental Agreement Under the Metropolitan Water Reclamation District of Greater Chicago Watershed Management Ordinance

MEETING DATE: May 15, 2018

FROM: Dan Deeter, PE Village Engineer

Recommended Motion

Adopt an Amendment to Multi-County Municipality Intergovernmental Agreement between the Village of Hinsdale and the Metropolitan Water Reclamation District of Greater Chicago (MWRDGC).

Background

On July 13, 2010, the Village of Hinsdale adopted the DuPage County Countywide Stormwater & Flood Plain Ordinance across the entire Village. On June 25, 2015, the Village entered into an Intergovernmental Agreement (IGA) with the MWRDGC whereby the Village administers the DuPage County Countywide Stormwater & Flood Plain Ordinance in the Cook County portions of the Village. MWRDGC subsequently amended their Watershed Management Ordinance (WMO) on February 15, 2018 and requested the Village amend the IGA.

Discussion & Recommendation

The IGA provides for uniform stormwater management administration to all residents of Hinsdale by using the DuPage County Stormwater Ordinance in both DuPage County and Cook County. The MWRDGC WMO amendment specifies that a MWRDGC Watershed Management Permit is NOT required from MWRDGC for activities specified in sections 201.2.E and 201.2.F. These sections are listed below:

201.2.E Development proposing reconfiguration of existing **major or minor stormwater systems** which alters the service area of a **District** permitted or **existing detention facility**;

201.2.F Development proposing modifications to the outlet control structure or storage volume of a **District** permitted or **existing detention facility**;

The original MWRDGC WMO included these sections as requiring a MWRDGC permit. A developer encountering this situation had to get a permit from both MWRDGC and DuPage County. Thus, the amendment clarifies that these stormwater management issues will be solely addressed by the DuPage County Ordinance. This streamlines the permitting process

and provides uniform standards for stormwater management throughout the Village. Staff recommends approving the IGA amendment.

Budget Impact

This amendment is budget neutral.

Village Board and/or Committee Action

At the May 1, 2018 Board of Trustees meeting, the Board approved the item to be moved to the Consent Agenda.

Documents Attached

1. Amendment to Multi-County Municipality Intergovernmental Agreement Under the Metropolitan Water Reclamation District of Greater Chicago Watershed Management Ordinance. (WMO) cover letter dated March 5, 2018.
2. Amendment to Multi-County Municipality Intergovernmental Agreement Under the Metropolitan Water Reclamation District of Greater Chicago Watershed Management Ordinance

Protecting Our Water Environment

BOARD OF COMMISSIONERS

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Metropolitan Water Reclamation District of Greater Chicago

100 EAST ERIE STREET CHICAGO, ILLINOIS 60611-3154 312.751.5600

Catherine A. O'Connor, Ph.D., P.E.
Director of Engineering

312.751.7905 f: 312.751.5681
catherine.o'connor@mwr.org

March 5, 2018

Daniel M. Deeter
Village Engineer
Village of Hinsdale
19 East Chicago Avenue
Hinsdale, Illinois 60521-3489

Dear Mr. Deeter:

Subject: Amendment to Multi-County Municipality Intergovernmental Agreement
Under the Watershed Management Ordinance (WMO)

The Metropolitan Water Reclamation District of Greater Chicago (District) recently amended the Watershed Management Ordinance (WMO). One change included exempting District permitted detention from requiring a Watershed Management Permit if located within a Multi-County Municipality. As a result, the existing Intergovernmental Agreement (IGA) with the Village of Hinsdale (Village) is in conflict with the WMO. Please refer to the changes in Article 2, Section 207 of the WMO. To rectify this situation, the District is initiating an Amendment the Multi-County IGA (Amendment). The District's Board of Commissioners authorized the District to enter into the Amendment with the Village on March 1, 2018. Enclosed for the Village's execution are four Amendments.

Please execute each Amendment and return all four executed copies to the District. Also, please provide the Board of Trustees action authorizing the Village to enter into the Amendment. We will return a fully executed Amendment to you as soon as possible.

Please contact Ms. Lynn Kohlhaas at (312) 751-3242 if you require further information.

Very truly yours,



Catherine A. O'Connor
Director of Engineering

WSS/JK/JBS/op
Enclosures

**AMENDMENT TO MULTI-COUNTY MUNICIPALITY INTERGOVERNMENTAL
AGREEMENT BETWEEN THE VILLAGE OF HINSDALE AND THE
METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO**

THIS AMENDMENT TO AGREEMENT ("Amendment") is entered into by and between the Metropolitan Water Reclamation District of Greater Chicago, a unit of local government and body corporate and politic, organized and existing under the laws of the State of Illinois ("District") and the Village of Hinsdale, a municipal corporation and non-home rule unit of government organized and existing under Article VII, Section 7 of the 1970 Constitution of the State of Illinois ("Municipality").

WITNESSETH:

WHEREAS, on June 25, 2015, the Municipality and the District (the "Parties") entered into a written agreement, entitled "Multi-County Municipality Intergovernmental Agreement Between the Village of Hinsdale and the Metropolitan Water Reclamation District of Greater Chicago" ("Agreement") whereby the Municipality administers the stormwater ordinance of another county in which its municipal boundary is located in lieu of the Watershed Management Ordinance ("WMO") for the Cook County portions of its municipal boundary; and

WHEREAS, the Municipality has adopted and is administering the DuPage County Countywide Stormwater and Floodplain Ordinance ("DCCSFPO") for the municipal area located within Cook County, which is subject to the WMO; and

WHEREAS, under the Agreement, Watershed Management Permits issued by the District are still required for development activities as listed in Article 2, Section 201.2 of the WMO, which includes modifications to District permitted detention facilities and/or their tributary area; and

WHEREAS, the Parties seek to amend the Agreement to be consistent with the February 15, 2018 amendments to the WMO under which Watershed Management Permits for development activities listed in Section 201.2.E and 201.2.F of the WMO are not required; and

WHEREAS, all other terms and conditions contained in the Agreement not expressly amended in this Amendment shall continue to remain in full force and effect; and

WHEREAS, on March 1, 2018, the District's Board of Commissioners granted authority to negotiate and execute this Amendment; and

WHEREAS, on _____, 2018, the Municipality's Board of Trustees authorized the Municipality to amend the intergovernmental agreement with the District; and

NOW THEREFORE, in consideration of the matters set forth, the mutual covenants and agreements contained herein, it is agreed by and between the parties that the recitals set forth above shall hereby be adopted as the terms and conditions of this Amendment, and Article 3 of the Agreement is stricken in its entirety and replaced with the following:

Article 3. Watershed Management Permits

1. Article 2, Section 207 of the WMO regulates development activities for multi-county municipalities and describes under what circumstances a Watershed Management Permit is required. In general, multi-county municipalities must obtain a Watershed Management Permit for: (1) qualified sewer construction tributary to either a combined sewer or waterway within the District's corporate boundaries; (2) direct connections to District infrastructure; (3) stormwater discharges on District property; or (4) new or reconstructed outfalls to waterways. The multi-county municipality should consult Article 2, Section 207 of the WMO for the specific instances where a Watershed Management Permit is required.
2. A Watershed Management Permit shall not be required from the District for any development activity enumerated in Article 2, Section 201.1 or Sections 201.2.E and 201.2.F of the WMO proposed within the Municipality's corporate limits. For such development activities, the Municipality shall issue permits within its corporate area in conformance with the terms and conditions of the DCCSFPO.
3. Upon request, the Municipality shall reasonably cooperate with the District on administrative proceedings related to variances, appeals, and violations of the WMO. The Municipality's reasonable cooperation shall include assistance in the form of supporting documents, information, and, if necessary, testimony.

EXCEPT AS AMENDED by the provisions contained above, all remaining terms and conditions of the Intergovernmental Agreement between the Parties shall be and remain in full force and effect.

IN WITNESS WHEREOF, the Metropolitan Water Reclamation District of Greater Chicago and the Village of Hinsdale, the parties hereto, have each caused this Amendment to be executed by their duly authorized officers, duly attested and their seals hereunto affixed on the dates specified below.

VILLAGE OF HINSDALE

President

Date

ATTEST:

Village Clerk

Date

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

Chairman of the Committee on Stormwater Management

Date

Executive Director

Date

ATTEST:

Clerk

Date

APPROVED AS TO ENGINEERING AND TECHNICAL MATTERS:

Engineer of Local Sewer Systems

Date

Assistant Director of Engineering

Date

Director of Engineering

Date

APPROVED AS TO FORM AND LEGALITY:

Head Assistant Attorney

Date

General Counsel

Date

Public Services & Engineering

AGENDA SECTION: Consent Agenda – EPS
SUBJECT: Intergovernmental Agreement with DuPage County in the implementation of a storm sewer management program
MEETING DATE: May 15, 2018
FROM: Dan Deeter, PE Village Engineer

Recommended Motion

Approve an intergovernmental agreement between the Village of Hinsdale and the County of DuPage, Illinois for the implementation of the National Pollution Discharge Elimination System Program in the Salt Creek and Des Plaines River watersheds.

Background

Both the Village and DuPage County are permitted by the Illinois EPA under the General National Pollution Discharge Elimination System (NPDES) Permit No. ILR40 for the operation of storm sewers. The permit requires development, implementation and enforcement of a stormwater management program designed to reduce the discharge of pollutants from municipal small storm sewer systems (MS4).

Discussion & Recommendation

The ILR40 permit requires permittees to address six minimum control measures:

1. Public Education & Outreach	2. Public Involvement/Participation
3. Illicit Discharge Detection and Elimination (IDDE)	4. Construction Site Storm Water Runoff Control
5. Post Construction Stormwater Management	6. Pollution Prevention / Good Housekeeping for Municipal Operations

For more than five years, the Village and DuPage County have partnered to address the six minimum control measures. DuPage County has provided support to Hinsdale (as well as other municipalities) by addressing the majority of the requirements for control measures 1 – 3. For example: as required in control measure #3, DuPage County annually tests streams and storm sewer outfalls for pollutants. This testing by DuPage County alone is a significant cost savings to the Village.

Recently, the Illinois EPA has required that these informal partnerships between DuPage County and its municipalities should be formalized through Intergovernmental Agreements (IGAs).



REQUEST FOR BOARD ACTION

The Village environmental consultants, Huff & Huff, and legal consultants, Klein, Thorpe, & Jenkins, Ltd., have reviewed and approved the IGA. Staff recommends approval of the IGA to maintain the partnership with DuPage County when addressing the ILR40 permit requirements effectively and at the lowest cost to the Village.

Budget Impact

Account 2205-7299 in the Engineering Budget has sufficient funds to address costs incurred through the IGA.

Village Board and/or Committee Action

At the May 1, 2018 Board of Trustees meeting, the Board approved the item to be moved to the Consent Agenda.

Documents Attached

1. An intergovernmental agreement between the Village of Hinsdale and the County of DuPage, Illinois for the implementation of the National Pollution Discharge Elimination System Program in the Salt Creek and Des Plaines River watersheds

AN INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGE OF HINSDALE
AND THE COUNTY OF DUPAGE, ILLINOIS
FOR THE IMPLEMENTATION OF THE
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PROGRAM IN
THE SALT CREEK AND DES PLAINES RIVER WATERSHEDS

THIS INTERGOVERNMENTAL AGREEMENT is entered into this ____ day of _____ 2018 between the Village of Hinsdale of DuPage and Cook Counties (hereinafter referred to as the "Municipality") a body corporate and politic, with offices at 19 E. Chicago Avenue, Hinsdale, Illinois 60521 and the County of DuPage, Illinois (hereinafter referred to as the "County") a body corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois 60187-3978.

RECITALS

WHEREAS, the Municipality and County are public agencies within the meaning of the Illinois "Intergovernmental Cooperation Act" and as authorized by Article 7, Section 10 of the Constitution of the State of Illinois; and

WHEREAS, the purposes of the "Intergovernmental Cooperation Act" and Article 7 of the Constitution of the State of Illinois include fostering cooperation among governmental bodies; and

WHEREAS, the Illinois General Assembly has granted the County authority to take action to control flooding and to enter into Agreements for the purposes of stormwater management and flood control (Illinois Compiled Statutes, Chapter 55 paragraphs 5/5-1062.3 and 5/5-15001 et. seq.); and

WHEREAS, General National Pollutant Discharge Elimination System ("NPDES") Permit No. ILR40 authorizes discharges from Small Municipal Separate Storm Sewer Systems (MS4s); and

WHEREAS, MS4s are defined in 40 CFR 122.26(b) (16) as designated for permit authorization pursuant to 40 CFR 122.32; and

WHEREAS, both the County and Municipality have submitted an Illinois MS4 Notice of Intent ("NOI") to the Illinois Environmental Protection Agency ("IEPA") for coverage under ILR40; and

WHEREAS, the General NPDES Permit No. ILR40 requires development, implementation, and enforcement of a storm water management program designed to reduce the discharge of pollutants from small municipal storm sewer systems to the maximum extent practicable to protect water quality, and to satisfy the appropriate water quality requirements of the Illinois Pollution Control Board Rules and Regulations (35 III. Adm. Code, Subtitle C, Chapter 1) and the Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq.*); and

WHEREAS, the storm water management program must include the minimum control

measures described in the General NPDES Permit No. ILR 40, Part IV, Section B; and

WHEREAS, the Municipality and County have each determined that they could realize cost savings by utilizing County equipment, vehicles and personnel to complete these minimum control measures, subject to the latter's availability; and

WHEREAS, the General NPDES Permit No. ILR40 Part IV, Section D authorizes Sharing Responsibility; and

WHEREAS, the County and the Municipality have determined that it is in their best interest to cooperate in fulfilling the ILR40 Permit requirements;

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

1.0 INCORPORATION AND CONSTRUCTION.

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

2.0 PURPOSE OF AGREEMENT

- 2.1 The purpose of this Agreement is to set forth the duties, roles and responsibilities to be provided by the County and the Municipality with respect to compliance with the IEPA General National Pollutant Discharge Elimination System Permit No. ILR40 for Discharges from Small Municipal Separate Storm Sewer Systems in the Salt Creek and Des Plaines River Watersheds.

3.0 COUNTY RIGHTS AND RESPONSIBILITIES.

- 3.1 The County shall perform the tasks identified in the Scope of Work County Tasks, attached and incorporated hereto as Exhibit A.
- 3.2 The County shall be responsible for the scheduling and performance of County Tasks outlined in this Agreement. The County shall have full discretion as to the timing and manner of performance, and the assignment of County personnel to perform any task under this Agreement. Notwithstanding the foregoing, the County shall use

reasonable efforts to perform such tasks on or before any dates or times requested by the Municipality.

- 3.3 The County shall be responsible for including documentation related to the County's performance of the tasks identified in Exhibit A in the Annual Report submitted to the IEPA. The County shall provide a copy of this report to the Municipality in a timely manner, which includes tasks identified in Exhibit A.
- 3.4 For areas outside the DuPage County limits, the County shall be reimbursed by the Municipality for work undertaken pursuant to this Agreement in accordance with Section 6.0, below.
- 3.5 The Municipality may submit written requests ("work requests") to the Director of Stormwater Management ("Director"), or his designee, for the periodic and temporary use of County-owned equipment and machinery, and, or, County-employed personnel (collectively "County assets").
- 3.6 At the sole discretion of the Director, or his designee, the County may make County-assets available for use by the Municipality. The County, though, reserves the right to deny, delay, divert, limit the use of, recall, reschedule, revoke prior approvals for the use of, restrict the use of, or substitute County assets requested by, or provided to, the Municipality for any cause at any time. The parties acknowledge and agree that the Municipality use of County assets for any work request is, and shall be subordinate to the County's use of County assets for the County's own work. For the purpose of this provision, the term "County's own work" shall be construed to include any work that County assets have been, or will be, allocated to another governmental unit or public utility. The parties further acknowledge and agree that in the event any County assets previously approved for a Municipality work request may subsequently become unavailable, and that under no circumstance shall the County be liable to the Municipality, or to any third party, for any loss, added cost, added expense, damage or delay arising out of, or related to, the County's failure or inability to provide County assets as requested, or the County's decision to recall from, reduce, substitute or terminate the use of County assets at the Municipality work site.
- 3.7 While County assets are mobilized at a Municipality work site, such County assets shall act under the direction, control and supervision of the Municipality, through the Municipality designated representatives. The above-arrangement shall not be construed to create an employment relationship between the Municipality and County personnel, or any form of Municipality ownership or possessory interest by the Municipality in or over any County-owned property. At all times the County shall retain its rights under Paragraph 3.6 above, in relation to County assets.

- 3.8 The Municipality shall be solely responsible for obtaining all necessary permits and, or, regulatory approvals for work requests, posting or requiring bonds (as applicable), coordination of all work items and deliveries, maintaining work site safety and security, post-work site restoration.
- 3.9 Nothing in this Agreement shall obligate the Municipality to utilize County assets, or any particular County asset, for any project or work task. In the event any particular County asset is unavailable, the Municipality shall be responsible for securing a suitable replacement, substitute or stand-in, at the Municipality expense.

4.0 MUNICIPALITY RIGHTS AND RESPONSIBILITIES

- 4.1 The Municipality shall perform the tasks identified in the Municipality Tasks Scope of Work, attached and incorporated hereto as Exhibit B.

5.0 MUTUAL OBLIGATIONS

- 5.1 The parties shall comply with all municipal, county, state and federal requirements now in force, or which may hereafter be in force, pertaining to this Agreement.
- 5.2 In the event either party (first party) is requested or required to provide the other party (second party) with the first party's consent, approval, review or comment concerning any matter under this Agreement, such request shall not be unreasonably denied, delayed or conditioned.

6.0 COMPENSATION

- 6.1 The County will provide services included in Exhibit A, Scope of Work County Tasks within the limits of DuPage County at no direct charge to the Municipality.
- 6.2 For services included in Exhibit A performed outside of DuPage County, the Municipality shall pay the County on a basis of a 1.4 direct labor multiplier applied to the actual hourly rates of County's staff. The multiplier includes the County's cost of overhead and incidental costs. A chart listing the hourly rates for County's staff, identified by position or assignment, is attached and incorporated hereto as Exhibit C.
- 6.3 For use of County owned equipment and machinery, the Municipality agrees to compensate the County for County assets delivered to the designated work site. Invoiced amounts shall be in accordance with the County's schedule of fees and hourly rates incorporated hereto as Exhibit D. The County shall invoice time at half hour increments. The County may invoice labor rates to include reasonable travel time to and from a work site, time spent idle and, or, on a stand-by basis (if

not caused by the County).

- 6.4** The County and Municipality may agree, in writing, that the County may submit quarterly invoices, for services rendered. In all other instances, the County shall submit its invoice no later than sixty (60) days following the completion of the County's services at a work site. The County may bill for multiple work sites or tasks. Each County invoice shall summarize, as applicable, the man-hours and, or, equipment hours utilized, together with all applicable time, equipment and material fees charged and an identification of each work site and, or, task. The Municipality shall pay the County the amount(s) invoiced within thirty (30) days of receipt of each properly documented invoice for reimbursement.
- 6.5** The County may, from time-to-time, unilaterally amend its schedule of fees and hourly rates, and will provide its amended fees and rates to the Municipality with 60 days' notice. A revised fee and, or, rate shall only be effective after such written notice is provided. The fees and hourly rates in effect at the time a work request is submitted shall be the hourly rates and fees paid for that work.
- 6.6** Direct expenses for completion of all work outside of DuPage County may be invoiced to the Municipality at the rates stated in Exhibit C. The Municipality shall pay on an actual cost basis without any markup or multiplier.

 - 6.6.1** For all direct expenses costing more than \$25.00, the County shall include with its invoice to the Municipality, as documentation of such expenses, including copies of receipts, if any, from third-party vendors, suppliers or service providers indicating the price(s) paid by the County for such expensed materials and/or items.
 - 6.6.2** County shall not include computer and vehicle mileage as direct expenses (but may include parking fees).
 - 6.6.3** The County shall obtain a quote for the cost to perform lab testing of outfall samples prior to having such lab testing performed. The Municipality shall approve or deny the request to perform lab testing and, if approved, shall pay the County the amount charged.
 - 6.6.4** The County shall obtain a quote for any work performed by third party vendors, including natural areas maintenance and beaver trapping. Work will be conducted in accordance with current contract provisions between the County and the vendor.
- 6.7** When the County has expended seventy-five percent (75%) of the estimated total man-hours allocated for the performance of the tasks identified in the Scope of Work, the County shall notify the Municipality providing the following

information: the status of that task and the estimated number of man-hours necessary to complete all remaining work for that task.

7.0 INDEMNIFICATION AND INSURANCE

- 7.1** Each party (as the “Indemnitor”) shall indemnify and hold harmless the other party, its officials, officers and employees (the “Indemnitee Class”) from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the Indemnitor’s negligent or willful acts, errors or omissions in its performance under this Agreement, except as hereafter provided for by Paragraph 7.2 below.
- 7.2** To the extent allowed, the Municipality shall have the County assets, and the County, insured as an additional insured, which coverage levels shall be of the same coverage types and amounts maintained by the Municipality.
- 7.3** The parties do not waive or limit, by these indemnity requirements, any defenses or protections under the Local Government and Governmental Employees Tort Liability Act (745 ILCS 10/1 et seq.) or otherwise available to them. The immunities or defenses of either party, or any statutory limitation on damages, shall further operate as a bar and, or, limitation of that party’s indemnification obligations under this Agreement. Any indemnity as provided in this Agreement shall not be limited by reason of a parties’ insurance coverage and such indemnification obligations shall survive the termination, or expiration, of this Agreement for a period of two (2) years.

8.0 MISCELLANEOUS TERMS

- 8.1** This Agreement may be modified or amended only by written instrument duly authorized and signed by both the County and the Municipality.
- 8.2** This Agreement contains the entire understanding of the County and the Municipality with respect to the subject matter hereof and supersedes all prior agreements and understandings with respect to such subject matter.
- 8.3** This Agreement shall be executed for and on behalf of the County and the Municipality pursuant to Resolutions or Ordinances approved by the legislative body of each of the parties.

- 8.4 This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instruments.
- 8.5 Upon termination, the liabilities and obligations of the parties to this Agreement shall cease. However, the parties shall not be relieved of the duty to perform their obligations up to the date of termination and the Parties shall not be relieved of their respective obligation to pay the other Party for any services rendered prior to termination.
- 8.6 There are no other covenants, warranties, representations, promises, conditions or understandings, either oral or written, other than those contained herein.
- 8.7 In the event of a conflict between the terms or conditions of this Agreement and any term or condition found in any exhibit or attachment, the terms and conditions of this Agreement shall prevail.
- 8.8 Any required notice shall be sent to the following addresses and parties:

Village of Hinsdale
Public Works
19 E. Chicago Avenue
Hinsdale, IL 60521
Attn: Director of Engineering

DuPage County
Stormwater Management
421 N. County Farm Road
Wheaton, Illinois 60187
Attn: Director of Stormwater Management

- 8.9 The parties agree that the waiver of, or failure to enforce, any breach of this Agreement by the remaining party shall not be construed, or otherwise operate, as a waiver of any future breach of this Agreement. Further the failure to enforce any particular breach shall not bar or prevent the remaining party from enforcing this Agreement with respect to a different breach.

9.0 NOTICES REQUIRED UNDER THIS AGREEMENT

- 9.1 All notices required to be given under the terms of this Agreement shall be in writing and either (a) served personally during regular business hours; (b) served by facsimile transmission and e-mail during regular business hours; or (c) served by certified or registered mail, return receipt requested, properly addressed with postage prepaid. Notices served upon the Municipality shall be directed to:

Village of Hinsdale
Public Works
Attn: Director
19 E. Chicago Avenue
Hinsdale, IL 60521

E-mail: ddeeter@villageofhinsdale.org

Notices served upon the County shall be directed to:

DuPage County Stormwater Management Division
Attn: Director, Stormwater Management
421 N. County Farm Road
Wheaton, IL 60187-3978
E-mail: Water.Quality@dupageco.org

Notices served personally or by facsimile transmission and e-mail shall be effective upon receipt, and notices served by mail shall be effective upon receipt as verified by the United States Postal Service. Each party may designate a new location for service of notices by serving notice thereof in accordance with the requirements of this paragraph.

10.0 TERM OF AGREEMENT

- 10.1** As will be used for staff and budget requirements, the County and the Municipality agree to not change enforcement status within the term of this Agreement.
- 10.2** The initial term of this Agreement shall become effective _____, 2018 and remain in full force and effect until March 31, 2023. On March 31, 2023, and on each subsequent anniversary date thereafter, this Agreement shall automatically renew for an additional five-year period. Either party may terminate this Agreement by giving written notice of said termination to the other party; a termination shall be effective immediately unless specific termination date has been agreed upon.

11.0 SEVERABILITY

- 11.1** In the event any provision of this Agreement shall be held to be unenforceable or void, such provision shall be deleted and all other provisions shall remain in full force and effect to the fullest extent allowed by law and equity.

12.0 GOVERNING LAW

- 12.1** This Agreement will be governed by the laws of the State of Illinois as to both interpretation and performance. The forum for resolving disputes concerning the party's respective performance, or failure to perform, under this Agreement, will be the judicial circuit court for DuPage County.

IN WITNESS WHEREOF, the parties to this Agreement set their hands and seals as of the date first written above.

BY: _____

Thomas K. Cauley, Jr.
Village President
Village of Hinsdale

ATTEST BY: _____

Christine M. Bruton
Village Clerk

BY: _____

Daniel Cronin
Chairman
DuPage County Board

ATTEST BY: _____

Paul Hinds
County Clerk

Exhibit A
Scope of Work
County Tasks

Public Education and Outreach on Storm Water Impact

The County will conduct public education and outreach activities within each major watershed on a multitude of topics, such as watershed planning efforts, water quality, and best management practices (BMPs) utilizing internal staff and/ or contractors to provide additional education and outreach services pertaining to both technical and general education on stormwater impact topics.

The County will provide handouts and brochures pertaining to sources of pollutants in waterways and water quality BMPs for distribution at public events, at County and municipal offices, as well as online. Materials will be updated as needed to incorporate new information, including the effects of climate change on stormwater impacts.

The County will coordinate, host, and present at least one workshop or community event in each watershed per year on topics including water quality efforts for the watersheds, methods for pollutant reduction, during and after construction BMPs, native vegetation, and green infrastructure. Presentations will include information on the potential impacts and effects of stormwater discharge due to climate change as applicable.

The County will utilize technology to enhance outreach efforts detailing water quality trends and highlighting practices that can reduce the transport of pollutants into waterways. The County will promote informational outlets using a Stormwater Management monthly e-newsletter, direct media relations, press releases and advisories to promote seasonal BMPs, events, and other stormwater-related news.

The County will partner with schools and local educational organizations, on stormwater management and water quality education promoting water quality and environmental efforts using watershed models and other educational tools.

Public Involvement/ Participation

The County will inform the public on watershed initiatives and engage a broad range of individuals regarding policies and projects related to the control and reduction of pollutants in stormwater runoff through technical trainings, stakeholder groups, volunteer opportunities, and public meetings. The County will identify environmental justice areas within the watershed planning jurisdictions in order to ensure prioritization of efforts in regards to public involvement and participation initiatives.

The County will support training initiatives throughout each watershed for the purpose of engaging local residents, organizations, and government agencies in pollution reduction practices

and volunteer opportunities.

The County will host at least two regular water quality stakeholder meetings per year in each of the County's main watersheds in order to address matters pertaining to pollutant reduction on a watershed level. In addition, input on water quality impairments will be requested from stakeholders for incorporation into watershed planning efforts, which may cause the formation of separate stakeholder groups any given year.

The County will provide opportunity for public comment at annual hearings in order to reach all interested residents on the adequacy of its MS4 program, watershed plans, and projects. The County will publicize public comment periods in accordance with its education and outreach initiatives and include opportunities to comment online, in person, or by mail.

The County will coordinate educational and public involvement strategies. To gauge their effectiveness, the County will develop and distribute surveys via an email list, webpage, and on social media. These surveys measure citizen views, behaviors, and concerns pertaining to a variety of topics, including water quality, property management, flood perceptions, and residential pollutant control.

The County will sponsor a variety of volunteer opportunities, including: the Adopt-a-Stream program, the DuPage River Sweep, and the storm drain stenciling program.

Illicit Discharge Detection and Elimination ("IDDE")

The County agrees to undertake the monitoring of outfalls and tracing of illicit discharges within the municipal limits of the Municipality utilizing County personnel and equipment.

The County will provide the Municipality with the annual schedule for outfall monitoring by watershed.

The County agrees to prepare plans, processes, and procedures for the program meeting the requirements of the NPDES permit to monitor and trace illicit discharges into the MS4 on behalf of the Municipality.

The County agrees to obtain copies of the Notice of Intent (NOI) for each facility within the jurisdiction of the County and the Municipality having an individual NPDES permit to discharge storm water associated with industrial activity through the IEPA for the purposes of fair and accurate monitoring and tracing.

The County agrees to monitor MS4 outfalls within the jurisdiction of the Municipality, and to the extent it is so authorized, trace all discharges determined to be illicit with the objective of identifying the source of such illicit discharge.

The County agrees to notify the Municipality within a reasonable time prior to the County

conducting dye testing as part of tracing procedures.

The County agrees to notify the Municipality within twenty-four (24) hours of detecting an illicit discharge within the municipal limits of the Municipality. Promptly upon completion of the County's investigation, the County shall inform the Municipality of the location of the illicit discharge, the time(s) and date(s) of the discharge, and any additional information that would be necessary or prudent for the Municipality to have in order to carry out enforcement proceedings.

The County agrees to provide the Municipality with any information required for enforcement action and prosecution by the Municipality and produce County personnel in court, as necessary and upon adequate notice.

The County agrees to create and manage a countywide hotline for reporting illicit discharges.

Construction Site Storm Water Runoff Control

Construction Site Storm Water Runoff Control requirements are administered through the DuPage County Countywide Stormwater and Flood Plain Ordinance (DCCSFPO). The DCCSFPO establishes a minimum level of regulatory compliance that a development must meet. Pursuant to the DCCSFPO, any community that desires to enforce, either partially or completely, within its boundaries the Construction Site Storm Water Runoff Control provisions of the DCCSFPO shall provide the DuPage County Stormwater Management Planning Committee of the DuPage County Board written notice of that intent.

Post Construction Storm Water Management in New Development and Redevelopment

Post Construction Storm Water Management in New Development and Redevelopment requirements are administered through the DCCSFPO. The DCCSFPO establishes a minimum level of regulatory compliance that a development must meet. Pursuant to the DCCSFPO, any community that desires to enforce, either partially or completely, within its boundaries the Post Construction Storm Water Management in New Development and Redevelopment provisions of the DCCSFPO shall provide the DuPage County Stormwater Management Planning Committee of the DuPage County Board written notice of that intent.

Pollution Prevention / Good Housekeeping for Municipal Operations

The County will organize training in procedures and practices that will minimize the discharge of pollutants from municipal operations into the storm sewer system for staff from the County and Municipality on topics including automobile maintenance, hazardous material storage, landscaping and lawn care, Parking lot and street cleaning, pest control, pet waste collection, road salt application and storage, roadway and bridge maintenance, spill response and prevention, and storm drain system cleaning.

The County will create and update checklists and/or guidance materials to assist staff from the County and Municipality in following the good housekeeping measures outlined in the ILR40 permit.

The County will coordinate shared services to the Municipality, in regards to maintenance of BMPs and associated infrastructure. This may include vegetation management, storm sewer cleanout, street sweeping, and other maintenance activities. The shared services will be determined by the equipment and staff available from participating agencies and outlined in Exhibit D.

Monitoring

The County will be responsible for developing and implementing a monitoring and assessment program. This will include an evaluation of BMPs based on estimated effectiveness from published research accompanied by an inventory of the number and location of BMPs implemented as part of the NPDES program and an estimate of pollutant reduction resulting from the BMPs. The County will also support and contribute to the DuPage River Salt Creek Workgroup ambient monitoring of waterways which will be performed within 48 hours of a precipitation event greater than or equal to one quarter inch in a 24-hour period. At a minimum, analysis of storm water discharges or ambient water quality will include monitoring for total suspended solids, total nitrogen, total phosphorus, fecal coliform, chlorides, and oil and grease. In addition, monitoring will be performed for any other pollutants associated with storm water runoff for which the receiving water is considered impaired pursuant to the most recently approved list under Section 303(d) of the Clean Water Act.

Annual Reporting

The County agrees to prepare the countywide annual report on behalf of the Municipality and post the completed report on the County's website. The annual report is required by the IEPA and is due by June 1st of each year in accordance with General NPDES Permit No. ILR40 (or a revised date as determined by the IEPA). The County will submit a copy of the annual report to both the IEPA and the Municipality.

Exhibit B
Municipal Tasks
Scope of Work

Public Education and Outreach on Storm Water Impact

The Municipality will be responsible for promoting and advertising educational events and workshops within their jurisdictions. Municipalities are responsible for distributing educational materials to residents within the Municipality. The Municipality will also be responsible for ensuring their own staff attends workshops geared towards municipal staff on green infrastructure, good housekeeping, and other applicable topics to prevent and reduce the discharge of pollutants into waterways.

Public Involvement / Participation

The Municipality will be responsible for advertising and promoting meetings, hearings, and events online and within their jurisdictions. The Municipality will also be responsible for ensuring attendance by their own staff, as necessary.

Illicit Discharge Detection and Elimination

The Municipality agrees to provide the County with a current storm sewer atlas.

The Municipality agrees to provide annual updates of the storm sewer atlas to the County.

The Municipality agrees to assign to the County any rights of access to the storm drainage system under the jurisdiction of the Municipality as the County deems necessary.

The Municipality shall provide County staff with a copy of the most recent version of the Municipality's MS4s atlas (system map) and a map/guide of all MS4 outlets within the Municipality's municipal territory. The Municipality shall further make available for review and copying by the County, upon request, any additional Municipality records pertaining to the location of MS4 components and, or, any connections thereto, and, or, suspected illicit discharges, which review and copying by County staff shall be allowed in the same manner as Municipality staff. The Municipality shall further provide proof of the Municipality's (and County's) right to access any property owned or controlled by a third-party. The Municipality shall notify the County if and when new records are created and if additional parcels are annexed by the Municipality.

The Municipality shall grant the County access to all Municipality -owned parcels, Municipality right-of-ways, Municipality easements and license areas and all other areas where the Municipality has the right to access whenever such access by the County is necessary for, or prudent to, its performance of the work identified in Exhibit A. In the event the Municipality is

unable to obtain permission for the County to access and enter upon any property, the County shall be excused from performing the work that necessitated the need to access that property.

The Municipality shall be responsible for the enforcement of any violations of the Municipality's IDDE ordinance within the municipal limits of the Municipality. In the event the Municipality wishes to use County staff as witnesses, or consulting experts, in any enforcement proceeding related to the County's work pursuant to this Agreement, the parties agree that a separate Agreement shall be entered into for such purpose; and the parties acknowledge that the Scope of Work County Tasks (Exhibit A) and Hourly Rates (Exhibit C) do not contemplate IDDE ordinance enforcement activities.

The Municipality agrees to provide timely prosecution of any person found to be in violation of their ordinance that fail to come into compliance in accordance with the ordinance, provided that the Municipality receives timely notification from the County that a violation exists. Further, the County agrees to provide prosecution witnesses required without cost to the Municipality.

The Municipality shall provide the County with documentation of any enforcement action and prosecution from the previous one (1) year for inclusion in the annual report.

Construction Site Storm Water Runoff Control

As review assistance is required, the Municipality shall forward copies of permit submittals to the County in accordance with the DCCSFPO.

Post Construction Storm Water Management in New Development and Redevelopment

As review assistance is required, the Municipality shall forward copies of permit submittals to the County in accordance with the DCCSFPO.

Pollution prevention/ good housekeeping for municipal operations

The Municipality will be responsible for ensuring that all applicable staff positions attend appropriate training for their duties to prevent and minimize the discharge of pollutants into waterways. The Municipality will also be responsible for ensuring their staff and procedures adhere to good housekeeping measures in order to minimize the discharge of pollutants from municipal properties, infrastructure, and operations. The Municipality may choose to partner with the County to share services for maintenance of BMPs and associated infrastructure.

Monitoring

The Municipality shall provide to the County locations and details on BMPs implemented as part of the NPDES program within their jurisdictions for inclusion in the BMP inventory.

Reporting

The Municipality will be responsible for ensuring that the County has all applicable documentation for inclusion in the annual report by May 1 of each year (or one month prior to the due date of the annual report as determined by the IEPA). Documentation shall include details on how the Municipality promoted education and outreach efforts within their jurisdiction. The Municipality will provide any documentation on IDDE enforcement. The Municipality will also be responsible for providing the County with current staff headcounts for recordkeeping and reporting of good housekeeping related training.

The Municipality will be responsible for posting the Annual Report on their website, or providing a link on their website to the Countywide Annual Report.

Exhibit C
Hourly Rates

DuPage County Stormwater Management Hourly Rates for completion of NPDES ILR40 Minimum Control Measures and maintenance tasks as requested by the Municipality. The Hourly Rates (Rates) listed below may be increased by the County up to two percent (2%) one time during each calendar year.

Position	Direct Rate	Billing Rate (Direct Rate x 1.4)
Intern	\$10.00 - \$15.40	\$14.00 - \$21.56
Environmental Technician	\$23.00 - \$30.92	\$32.20 - \$43.29
Senior Environmental Technician	\$23.08 - \$31.02	\$32.31 - \$43.43
Water Quality Specialist	\$24.92 - \$31.98	\$34.89 - \$44.72
Water Quality Supervisor	\$32.59 - \$43.81	\$45.63 - \$61.33
Communications Supervisor	\$26.96 - \$34.61	\$37.74 - \$48.45
Wetland Specialist	\$24.00 - \$38.95	\$33.60 - \$54.53
Wetland Supervisor	\$33.00 - \$44.36	\$46.20 - \$62.10

Labor Rates associated with use of County equipment are as follows:

Crew Leader \$45/ hour
Senior Maintenance Worker \$40/ hour
Maintenance Worker \$35/hour

Exhibit D
Standard Rates

Equipment will be paid for on an hourly basis per Illinois Department of Transportation rates according to EquipmentWatch.com (formerly Rental Rate Blue Book) plus hourly rates for required staff according to Exhibit C. All equipment to be used will be agreed upon prior to the commencement of work. Rates are subject to change by providing 60 days written notice to the Municipality.

REQUEST FOR BOARD ACTION
Public Services & Engineering

AGENDA SECTION: Consent Agenda – EPS

SUBJECT: Alley vacation west of 424 S. Quincy Street

MEETING DATE: May 15, 2018

FROM: Dan Deeter, PE Village Engineer

Recommended Motion

Approve "An ordinance authorizing the vacation of a certain portion of an unimproved alley situated west of and adjoining 424 S. Quincy Street in the Village of Hinsdale, DuPage and Cook Counties, Illinois" at a purchase price of \$16,000."

Background

The resident at 424 S. Quincy Street has expressed interest in purchasing the portion of the alley west of and adjacent to their property.

Discussion & Recommendation

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

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

Budget Impact

Included is the appraisal report establishing a fair market value for the vacated property. The appraisal established the value of the property at approximately \$24.85 per square foot. The property to be vacated contains an area of +/-635 square feet. The total appraised value of the property is \$16,000.

Village Board and/or Committee Action

N/A

Documents Attached

1. An ordinance authorizing the vacation of a certain portion of an unimproved alley situated west of and adjoining 424 S. Quincy Street in the Village of Hinsdale, DuPage and Cook Counties, Illinois" at a purchase price of \$16,000.
2. Appraisal Report, Re: Appraisal of an 8.5' x 75' portion of the unnamed alley situated west and adjoining 424 S. Quincy Street, Hinsdale, Illinois.

VILLAGE OF HINSDALE

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE VACATION OF A CERTAIN PORTION OF AN UNIMPROVED ALLEY SITUATED WEST OF AND ADJOINING 424 S. QUINCY STREET IN THE VILLAGE OF HINSDALE, DUPAGE AND COOK COUNTIES, ILLINOIS

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

WHEREAS, the property owner of 424 S. Quincy Street, Hinsdale, Illinois, which property is identified by permanent index number ("P.I.N.") 09-11-228-016 has requested that a certain portion of an alley, as more fully described below, be vacated in order to be developed and maintained by said property owner; and

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

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

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

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

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

Section 2. Vacation of Unimproved Alley. Pursuant to the terms of this Ordinance, the Village shall vacate a rectangular portion approximately 8.5' x 75' of the unimproved alley situated west of and adjoining 424 S. Quincy Street Street, Hinsdale, Illinois (the "Subject Property"), legally described, as follows:

Lots 11, 12, and 13 in Block 13 in Resubdivision of Blocks 9 to 20 in Stough's 2nd Addition to the Village of Hinsdale, being a subdivision in the east half of Section 11, Township 38 North, Range 11, East of the Third Principal Meridian, in DuPage County, Illinois

P.I.N. 09-11-228-016

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

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

Section 5. Payment of Consideration and Title to Vacated Property. Upon the vacation of the Subject Property, title thereto shall be acquired by and vest to the property owner of 424 S. Quincy Street, Hinsdale, Illinois upon the payment of sixteen thousand dollars (\$16,000.00) to the Village by the property owner as fair market value for the Subject Property. The vacation of the Subject Property, and the recording of the Plat of Vacation, shall not be effective until said payment is received pursuant to Section 11-91-1 of the Code, 65 ILCS 5/11-91-1.

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

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

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

PASSED this 15th day of May, 2018.

AYES:

NAYES:

ABSENT:

APPROVED this _____ day of _____, 2018

Thomas Cauley, Village President

ATTEST:

Christine Bruton, Village Clerk

APPRAISAL REPORT

AN 8.5' X 75' PORTION OF THE UNIMPROVED
ALLEY SITUATED WEST AND ADJOINING
424 SOUTH QUINCY STREET
HINSDALE, ILLINOIS

Prepared For

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

Prepared By

C.A. Benson & Associates, Inc.
419 North La Grange Road
La Grange Park, Illinois 60526

C.A. BENSON & ASSOCIATES, INC.
419 North La Grange Road - La Grange Park, IL 60526
P.O. Box 157 - La Grange, IL 60525
(708) 352-6056 Fax (708) 352-6070

November 6, 2017

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

Re: Appraisal of an 8.5'x 75' portion of unimproved
alley situated west and adjoining 424 South Quincy
Street, Hinsdale, Illinois

Dear Mr. Deeter:

In accordance with your request, I have inspected the above captioned property and analyzed all pertinent factors relative to it in order to estimate its "as is" market value of the fee simple interest. The property was inspected on November 2, 2017, which is the effective date of this valuation.

The property consists of an 8.5' by 75' portion of unimproved alley located west and adjoining 424 South Quincy Street, Hinsdale, Illinois. It contains 635 square feet and is zoned R-4, Single-Family Residential.

Based on this analysis, it is my opinion that the "as is" Market Value of the subject property as of November 2, 2017 was

<p>SIXTEEN THOUSAND DOLLARS (\$16,000)</p>
--

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

C.A. Benson & Associates, Inc.

PURPOSE OF THE APPRAISAL:

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

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

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

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

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

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

INTEREST VALUED: Fee simple

DATE OF INSPECTION: November 2, 2017

EFFECTIVE DATE OF VALUE: November 2, 2017

DATE OF REPORT: November 8, 2017

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

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

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

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

C.A. Benson & Associates, Inc.

DESCRIPTION OF REAL ESTATE APPRAISED:

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

Hinsdale is a residential community that has a population of 17,446 residents as of 2014 and a median household income of \$166,605 (2015). Over the past 12 months, the average sale price of a single-family residence in Hinsdale was \$1,162,260, which is a 1.4% higher than the prior 12 month average sale price of \$1,146,739. This is a small increase and the overall trend is toward a stabilization in values.

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

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

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

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

The subject property is the east 8.5' of a 17' wide unimproved alley. It has a width of 75', which is equal to the width of the adjoining residence located at 424 South Quincy Street. It is rectangular in shape and has a calculated area of 638 square feet. It is in an R-4, Single Family Residence District which requires a minimum lot area of 10,000 square feet and 70 or 80 feet of street frontage depending on whether the site is an interior or corner parcel. The subject property is not buildable and would be of use only to the adjoining property owner. It is in a zone "X" area of minimal flooding activity per FEMA Map #17043C0903H, dated December 16, 2004.

C.A. Benson & Associates, Inc.

ESTIMATE OF EXPOSURE TIME:

The subject property is an 8.5' x 75' section of an unimproved alley, which can only be sold to the adjoining property owner. As such, estimating a marketing time is futile as a potential sale is reliant on the adjoining property owner's willingness to buy the property. The typical marketing time for area buildable sites and single-family residences is 3 to 9 months.

PERMANENT INDEX NUMBER:

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

TOTAL 2016 ASSESSED VALUE: Not assessed

THREE-YEAR PROPERTY HISTORY:

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

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

HIGHEST AND BEST USE ANALYSIS:

The subject consists of an 8.5' x 75' rectangular shaped portion of unimproved alley. It cannot be developed by itself and has value only to the adjoining property owner. It is my opinion that the highest and best use of the subject property is in conjunction with the adjoining residential property.

SUMMARY OF ANALYSIS AND VALUATION:

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

SALES COMPARISON APPROACH TO VALUE AS IMPROVED:

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

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

C.A. Benson & Associates, Inc.

SALES COMPARISON APPROACH TO VALUE - Continued

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

1. **223 South Adams Street, Hinsdale** was reported sold in October 2016 for \$525,000. This is a 75 foot by 125 foot parcel zoned R-4, containing 9,375 square feet. The sales price was equal to \$56.00 per square foot.
2. **421 South Thurlow Street, Hinsdale** was reported sold in December 2015 for \$507,500. This is a 75 foot by 125 foot parcel zoned R-4, containing 9,375 square feet. The sales price was equal to \$54.13 per square foot.
3. **845 South Thurlow Street, Hinsdale** was reported sold in October 2016 for \$505,000. This is a 72 foot by 125 foot parcel zoned R-4, containing 9,000 square feet. The sale price was equal to \$56.11 per square foot.
4. **735 South Quincy Street, Hinsdale** was reported sold in October 2016 for \$675,000. This is a 100 foot by 123.5 foot parcel zoned R-4, containing 12,350 square feet. The sale price was equal to \$54.66 per square foot.

Commentary

As market conditions have stabilized, no adjustments for time were warranted. The above sales were all improved with older smaller single-family residences and the sale prices were reflective of land value. Since their acquisitions, two of the existing residences have been demolished. They sold from \$54.13 to \$56.11 per square foot and averaged \$55.22 per square foot for a buildable site.

The subject consists of a 638 square foot unimproved alley that is not buildable and can only be sold to an adjoining property owner. Historical comparisons of varying size sites indicated that additional rear site area above the standard size lot contributes at a rate of 45% of the base lot value. For this analysis, 45% of the \$55.22 average value of a buildable site or \$24.85 per square foot is indicated.

C.A. Benson & Associates, Inc.

SALES COMPARISON APPROACH TO VALUE - Continued

Based on the above analysis, it is my opinion that \$24.85 per square foot is indicated for the subject property.

638 square feet @ \$24.85 per square foot = \$15,854

INDICATED VALUE BY THE SALES COMPARISON APPROACH: \$16,000 (rd)

COMMENT AND FINAL VALUE CONCLUSION:

Based on the sales data analyzed in this report, it is my opinion that the "as is" fee simple market value of the subject property as of November 2, 2017 was

<p>SIXTEEN-THOUSAND DOLLARS (\$16,000)</p>
--

Respectfully submitted,

C.A. BENSON & ASSOCIATES, INC.



Charles A. Benson, Jr., SRA
Illinois State Certified General Real Estate Appraiser
License #553.000387 (Exp. 9/30/19)

C.A. Benson & Associates, Inc.

ASSUMPTIONS AND LIMITING CONDITIONS

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

C.A. Benson & Associates, Inc.

ASSUMPTIONS AND LIMITING CONDITIONS - Continued

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

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

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

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

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

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

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

C.A. Benson & Associates, Inc.

CERTIFICATION

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

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



Charles A. Benson, Jr., SRA
Illinois State Certified General Real Estate Appraiser
License #553.000387 (9/30/19)

C.A. Benson & Associates, Inc.

QUALIFICATIONS OF CHARLES A. BENSON, JR.

EDUCATION

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

APPRAISAL COURSES SUCCESSFULLY COMPLETED

S.R.E.A. Courses 101 (1972), 201 (1976), 202 (1989)
A.I.R.E.A. Course VIII (1978)
Standards of Professional Practice - Parts A & B, Appraisal Institute 1998
USPAP Update – 2016-2017

SEMINARS

Residential Design and Functional Utility; Subdivision Analysis; Rates, Ratios & Reasonableness; Valuation Under Federal Lending Regulations; Appraisal of Retail Properties; Industrial Valuation: Conditions of the Chicago Real Estate Market, 2012; Fair Lending and the Appraiser; Valuation of Detrimental Conditions in Real Estate; Partial Interest Valuation – Undivided; Forecasting Revenue; Illinois Appraiser's Update – 2004 thru 2017; Professionals Guide to the Uniform Residential Appraisal Report; Appraisal Challenges: Declining Markets and Sales Concessions; The Discounted Cash Flow Model: Concepts, Issues and Applications.

EXPERIENCE

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

CLIENTS

Appraisal clients include: Inland Bank, American Metro Bank, First National Bank of LaGrange, Highland Community Bank, Cathay Bank, Pacific Global Bank, Spectrum Business Resources, LLC, United Trust Bank, The Village of Hinsdale, attorneys, individuals, corporations and others.

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

AFFILIATIONS

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

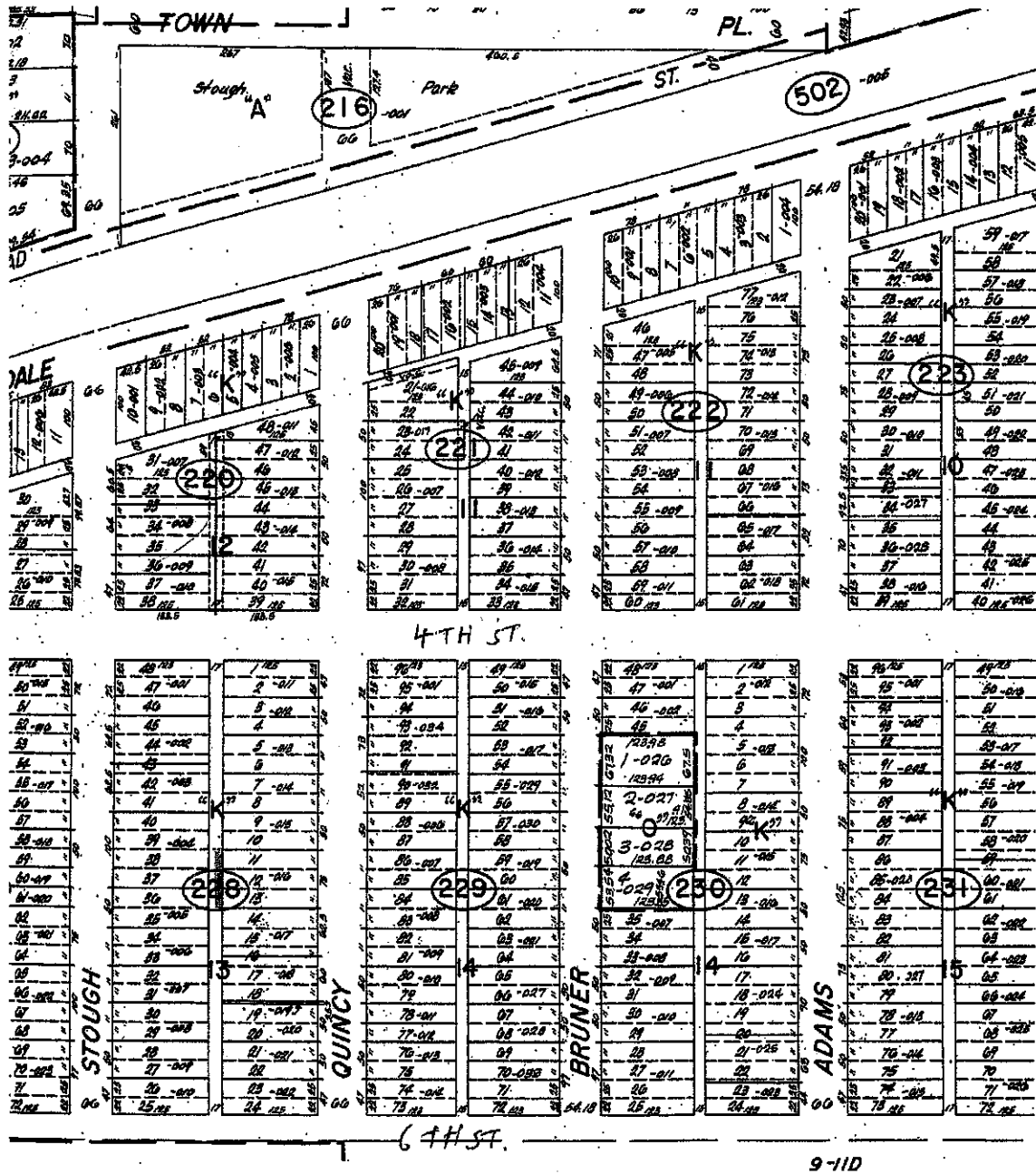
C.A. Benson & Associates, Inc.

ADDENDUM

Sidwell Map

C.A. Benson & Associates, Inc.

SIDWELL MAP (Subject Shaded in Red)



REQUEST FOR BOARD ACTION
Administration

AGENDA SECTION: Consent – EPS

SUBJECT: Approval of Settlement Agreement and Final Release

MEETING DATE: May 15, 2018

FROM: Kathleen A. Gargano, Village Manager

Recommended Motion

Approve a Settlement Agreement and Final Release between Cordogan Clark & Associates, Inc. (including its principal Brian Kronewitter) and all subcontractors and vendors of Cordogan Clark & Associates, Inc. and the Village of Hinsdale in the amount of \$49,839.

Background

The Village of Hinsdale utilized the architectural design services of Brian Kronewitter, Principal, Cordogan Clark & Associates, Inc. for certain pre-design, design and zoning approval aspects for the Village's construction of a municipal parking deck. Mr. Kronewitter is the principal architect performing design services on behalf of District 181 for the construction of the new Hinsdale Middle School.

Discussion & Recommendation

No contract exists between the Cordogan Clark & Associates, Inc. (including its principal Brian Kronewitter) and the Village of Hinsdale for the services rendered to the Village. Mr. Kronewitter provided to the Village those documents and designs necessary to submit for consideration to the Zoning Board of Appeals (ZBA) and Plan Commission (PC) the parking deck construction project. In addition, Mr. Kronewitter prepared pre-design and design materials along with additional other designs needed due to change orders to the project approved by the Village Board on August 3, 2017.

Due to the Village issuing a request for proposals and awarding a contract to Wight & Company for the remaining design and construction management related to the Village of Hinsdale parking deck, it is the mutual desire of Cordogan Clark & Associates and the Village of Hinsdale to enter into a full and final settlement and mutual release with regard to payment for services rendered to the Village by Cordogan Clark & Associates.

Budget Impact

The cost associated with this expense will be funded utilizing the bond proceeds associated with the deck construction.

Village Board and/or Committee Action

The Village Board discussed this Settlement Agreement in closed session on Tuesday, May 1, 2018. The language contained in the settlement agreement is consistent with that discussion.

Documents Attached

1. Settlement Agreement and General Release

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release ("Agreement") is made and entered into this ____ day of May, 2018, by and between the following parties: Cordogan Clark & Associates, Inc. (including its principal Brian Kronewitter and all subcontractors and vendors of Cordogan) ("Cordogan") and the Village of Hinsdale ("Village") (collectively "the Parties").

PREAMBLE

WHEREAS, the Parties agree that Cordogan would provide pre-design work for a parking deck for \$18,000; entitlement work for a cost not to exceed \$20,000 and certain work associated with change orders approved by the Village Board and agreed to by Cordogan; and

WHEREAS, the Village has no formal agreement with Cordogan to perform any services; and acknowledges that Cordogan may have performed work related to the Village's parking deck without the Village's knowledge, approval or any agreement; and

WHEREAS, the Village Manager on June 22, 2017, sent an e-mail to Brian Kronewitter to stop and additional work on the parking deck for the Village other than approved entitlement work, pre-design and change order work.

WHEREAS, Cordogan has demanded a certain amount in payment for its services on the Project from the Village, to which the Village disagrees; and

WHEREAS, it is now the desire of Cordogan and the Village to fully and finally resolve and settle any and all claims or matters which may exist or arguably existed between them, as of the date of this Agreement, and enter into a full and final compromise, settlement and mutual release with regard to Cordogan's claim for payment for services it rendered on the Project.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged:

1. Incorporation of the Preamble. Each of the introductory statements contained in the preamble hereto are incorporated into Section 1 of this Agreement as material terms and provisions agreed to by Cordogan and the Village.

2. Compromise and Settlement. This Agreement constitutes the compromise and settlement of disputed claims that is made to avoid the costs of litigation. Nothing contained herein, nor any actions taken by Cordogan or the Village in connection herewith, shall constitute, be construed as or be deemed to be, an admission of fault, liability or wrongdoing whatsoever on the part of either of the Parties.

3. Settlement of All Claims. Cordogan and the Village intend this Agreement to be a complete and total resolution and settlement of any and all claims of any kind, whether asserted or not asserted, known or unknown, that the Village may have against Cordogan, and that Cordogan may have against the Village, up to the date of this Agreement, including, but not limited to, any claim by Cordogan relating to any design work that Cordogan performed or for any amounts Cordogan claims that it is owed by the Village.

4. Payment to Cordogan. In return for the Cordogan's agreement to resolve all matters between the Parties, the Village agrees to pay Cordogan the total sum of **Ninety Nine Thousand, Eight Hundred and Thirty Nine Dollars (\$99,839.00)** to which partial payment in the amount of \$50,700 was paid by Village check # 113812 on April 20, 2018 and the remainder of **Forty Nine Thousand, One Hundred and Thirty Nine Dollars (\$49,139.00)**, shall be paid by a check issued by the Village to Cordogan within thirty (30) days of execution of this Agreement.

5. Cooperation by Cordogan. Cordogan and its employees, subcontractors and vendors, agree to reasonably cooperate in good faith with the Village and its representatives, vendors and other authorized parties, to ensure that any information, written, electronic or otherwise, required from Cordogan to complete the design and construction on the Project is made available and not withheld for any reason which may delay the Project's completion. The Village acknowledges that Cordogan has certain design files that are Cordogan's proprietary work product and that Cordogan has no obligation to share such files with the Village. That said, Cordogan acknowledges that it provided conceptual renderings of the Project to the Village which the Village paid for and is entitled to possess. Cordogan also understands and acknowledges that the Project must be substantially similar in appearance to those conceptual renderings that Cordogan provided to the Village under the terms of an Intergovernmental Agreement between the Village and School District 181. Cordogan expressly waives any claim or right that it may have with respect to those conceptual renderings that Cordogan provided to the Village, provided design credit is given to Cordogan if their exterior design of the deck is utilized by third parties.

6. General Release and Covenant Not To Sue. The Village, on behalf of itself and its employees and agents, for and in consideration of the payment set forth herein, irrevocably and unconditionally releases and forever discharges and acquits Cordogan from any and all claims, charges, liabilities, debts, demands, grievances and causes of action of whatsoever kind, whether at law or in equity, whether accrued, contingent or inchoate, and whether known or unknown, suspected or unsuspected, or otherwise which the Village has, had or may have against Cordogan arising from or relating to acts or omissions through the date hereof, or involving the future or continuing effects of any acts or omissions which occurred through the date hereof.

Cordogan, on behalf of itself and its administrators, successors and assigns, for and in consideration of the payment set forth herein, irrevocably and unconditionally releases and forever discharges and acquits the Village from any and all claims, charges, liabilities, debts, demands, grievances and causes of action of whatsoever kind, whether at law or in equity, whether accrued, contingent or inchoate, and whether known or unknown, suspected or unsuspected, or otherwise which Cordogan has, had or may have against the Village arising from or relating to acts or omissions through the date hereof, or involving the future or continuing effects of any acts or omissions which occurred through the date hereof, including, but not limited to demands for payment for design services and construction management services for the Project and claims with regard to any ownership rights to the design of the parking structure, except the exterior design of the parking structure as approved by the VOH Plan Commission, provided credit for the design, if used by third parties, is give to Cordogan, brought by Cordogan, its principal Brian Kronewitter, or any subcontractors or vendors of Cordogan on the Project.

7. Choice of Law; Savings Provision. This Agreement will be governed by Illinois law. If any provisions of this Agreement shall be invalidated or refused enforcement by any court of competent jurisdiction, the provisions not invalidated or refused enforcement shall remain in full force and effect.

8. Entire Agreement. This Agreement represents the entire agreement between Cordogan and the Village with respect to the matters set forth herein and supersedes all prior agreements or understandings, if any, between the Parties. No modification of this Agreement can be made except in writing and signed by an authorized representative of Cordogan and an authorized representative of the Village.

9. For Settlement Only. This Agreement is entered into for settlement purposes only and represents the compromise of disputed claims, actual or potential, which the Village and Cordogan (including its principal Brian Kronewitter, and any and all subcontractors and vendors of Cordogan) has or may believe it has. This Agreement, its existence or its terms, shall not be admissible in any proceeding other than a proceeding to enforce the terms of this Agreement.

10. Representations & Warranties By All Parties. All of the parties represent and warrant that (a) they have the capacity, full power and authority to enter into this Agreement; (b) the individual signing on behalf of the individual Parties is authorized to do so; (c) they have not assigned, encumbered or in any manner transferred all or any portion of the claims covered by this Agreement; (d) there are no other charges, complaints, suits, arbitrations or other claims or proceedings pending between the parties in any court, before any agency, or in any forum; and (e) no other person or party has any right, title or interest in any of the claims covered by this Agreement.

11. Enforcement of Agreement. If either party fails, after due notice, to uphold the terms of the cooperative efforts through the remainder of the Project, in accordance with the terms outlined above, then either party shall be liable for the offending party's costs to file suit and any and all attorneys' fees necessary to bring suit based upon the offending party's breach of this Agreement.

12. Counterparts. This Agreement may be executed in counterparts, each of which may be signed separately and may be enforceable as an original, but all of which together shall constitute but one agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by affixing their signatures and the date of execution where indicated below.

CORDOGAN CLARK & ASSOCIATES, Inc.VILLAGE OF HINSDALE

Kathleen A. Gargano, Village Manager

Dated: _____

Dated: _____

REQUEST FOR BOARD ACTION
Finance

AGENDA SECTION: Second Read/Non-Consent – ACA

SUBJECT: Central Business District Special Service Area (SSA)

MEETING DATE: May 15, 2018

FROM: Emily Wagner, Administration Manager
Darrell Langlois, Finance Director
Brad Bloom, AVM/DPS

Recommended Motion

Approve an ordinance proposing the establishment of Special Service Area Number 14 in the Village of Hinsdale and providing for a public hearing and other procedures in connection therewith.

Background

On November 8, 2016, the voters in School District 181 approved a referendum to build a new middle school located at the current site, 100 S. Garfield. As part of this project, the School District and the Village believe that this is an opportunity to build a parking deck that will both service the School's parking needs and address the lack of available parking in the Village's central business district (CBD) during hours of peak parking demand. In its study of the Village's parking inventory in 2014, the Chicago Metropolitan Agency for Planning (CMAP) identified the periods of highest demand to be between 10:00 a.m. to 2:00 p.m. Monday through Friday during the school year.

At the February 7, 2017, and February 21, 2017, Village Board meetings, the Village Board contemplated the appropriate parking deck size that will be constructed in conjunction with School District 181 – what has been referred to as the smaller deck and the larger deck. At the February 21, 2017, meeting, Village staff provided a recommendation for the smaller parking deck that would accommodate the community's parking needs. While staff advocated for the smaller parking deck, the Village Board voted for the larger parking deck based on feedback received from the business community. Many merchants and representatives from the Chamber of Commerce were insistent on the larger deck. At the March 7, 2017, Village Board meeting, the Village Board approved the larger deck of 312 spaces.

On August 3, 2017, the Village Board contemplated the price estimates of the larger and smaller parking deck concepts. The Village Board discussed how the parking deck would be financed, which included a SSA, additional bonds, a reduction in future infrastructure work, rental of spaces to commuters if not used by shoppers, an increase in food and beverage tax and an increase in parking rates. Representatives from the business community and the Chamber of Commerce were present to speak in support of the larger parking deck. One merchant said that she agreed that the business owners should absorb some of the cost of the larger parking deck. No one from the business community advocated for a smaller deck and all comments received were in support of the larger deck. The Village Board recommended the larger parking deck based on feedback received from the business community. The larger deck will have 319 spaces with 189 spaces on the lower deck for



Village use. The Village also received 38 total emails with parking deck feedback: 33 emails in favor of the larger parking deck, four emails in favor of the parking deck but did not specify the size and one email in favor of the smaller parking deck.

By way of background, a SSA is a special property tax whereby the users of a public improvement are taxed for a finite period of time to offset a predetermined cost of the public improvement.

Discussion & Recommendation

The proposed SSA contains the following boundaries: Garfield Street, 2nd Street, Grant Street and Hinsdale Avenue. A detailed map is attached. There are a total of 91 parcels in the proposed SSA, with 82 tax paying and nine tax exempt parcels. The area was determined by those businesses receiving the most benefit from the parking deck. By law, once the geographic borders are confirmed, the Village cannot add additional parcels without starting the entire SSA process over from the beginning.

One of the main objectives in building a parking deck is to maintain and increase the vibrancy of the downtown business district. The parking deck is intended for use by merchants and employees, thereby freeing up street parking for shoppers. This increased foot traffic benefits both retail and restaurant owners.

In the event that the SSA does not receive support, the Village will need to find an alternate way to fund the difference in cost of the larger deck. The Village may need to consider making these parking deck spaces available to commuters to recoup the difference in the cost of the larger deck versus the smaller deck. In order to recoup the difference between the large and small parking deck, the Village would need to lease a significant number of parking spaces to commuters in the larger deck. Other funding options may include an increase in the food and beverage tax (which would apply to all Hinsdale restaurants) and a general increase in parking rates.

Budget Impact

There is an additional expense associated with the cost of the larger deck that will come from having larger debt service payments due to the additional cost. The SSA is intended to cover this difference in the Village's increased debt service payments for the larger deck of approximately \$70,000 annually over a 20-year period. The Village does not intend to issue separate SSA bonds as part of this process; the Village will be including this additional cost in its own bond issue.

Based on tax year 2016 that was paid in 2017, this SSA would result in a tax increase of approximately 5.67% for affected parcels. The maximum SSA rate is based on the estimated annual amount required (\$70,000), the equalized assessed value (EAV) of the SSA, and an allowance in case there is decline in the total EAV in the future. The median increase is estimated at \$59/month, or approximately \$2/day for a long-term sustainable parking solution.

The following is a summary of how the property tax assessment will affect three local business owners:

- 16 E. 1st Street: The increase to the property tax would be approximately \$209/year over 20 years. (1,001 square feet).
- 39 S. Washington Street: The increase to the property tax would be approximately \$433/year over 20 years, which also includes the second floor occupancy. (3,080 square feet for both the first and second floors total).
- 24 W. Hinsdale: The increase to the property tax would be approximately \$882/year over 20 years. (7609 square feet).

Proposed Schedule

The schedule below is prescribed by state statute and is intended to apply to the 2018 tax levy payable with the first installment in 2019.

May 1, 2018	First reading of the Ordinance calling for a public hearing
May 15, 2018	Adopt the Ordinance calling for a public hearing
June 21, 2018	Publish the notice of the public hearing in the newspaper
June 21, 2018	Mail the notice of the public hearing to the taxpayers of record
July 17, 2018	Hold the public hearing as part of the rescheduled regular Village Board meeting
September 18, 2018	First reading of the Ordinance establishing the Special Service Area (assuming no valid objection petition has been filed)
October 2, 2018	Adopt the Ordinance establishing the Special Service Area (assuming no valid objection petition has been filed)
October 16, 2018	First reading of the Ordinance levying the Special Service Area taxes
November 6, 2018	Adopt the Ordinance levying the Special Service Area Taxes

Village Board and/or Committee Action

The Village Board discussed the concept of an SSA at the August 3, 2017, Village Board meeting. The item was discussed at the May 1, 2018, Village Board meeting.

Documents Attached

1. Ordinance proposing the establishment of Special Service Area Number 14 in the Village of Hinsdale
2. Map of SSA boundaries
3. Meeting minutes from the following Village Board meetings: February 7, 2017, February 21, 2017, and August 3, 2017
4. Marketing flyer
5. Frequently asked questions (FAQ) sheet

ORDINANCE NO. _____

**AN ORDINANCE PROPOSING THE
ESTABLISHMENT OF SPECIAL SERVICE AREA NUMBER 14
IN THE VILLAGE OF HINSDALE, AND PROVIDING FOR A
PUBLIC HEARING AND OTHER PROCEDURES IN CONNECTION THEREWITH**

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

SECTION 1: AUTHORITY TO ESTABLISH SPECIAL SERVICE AREAS.

Special Service Areas within non-home rule municipalities are established pursuant to Article VII, Section 7 of the Constitution of the State of Illinois, and pursuant to the provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5 *et seq.*

SECTION 2: FINDINGS.

The President and Board of Trustees (the "Village Board") of the Village of Hinsdale (the "Village") find as follows:

- A. It is in the public interest that the creation of the area hereinafter described as a special service area for the purposes set forth herein be considered.
- B. That said area, as hereinafter described, is compact and contiguous and includes portions of B-2 Central Business District, IB Institutional Building District, O-1 Specialty Office District and O-2 Limited Office District areas in the Village.
- C. That said area, as hereinafter described, is zoned for commercial, office and institutional purposes, with some multi-family residential uses incorporated therein, and will benefit specifically from the municipal services to be provided, and that the proposed municipal services are unique and in addition to municipal services provided to the Village as a whole and it is, therefore, in the best interests of the Village that the expenditure of funds by the Village, and the levy of special taxes against said area, as hereinafter described, for the special services (the Parking Deck, as hereinafter defined) to be provided, be considered.

SECTION 3: PUBLIC HEARING - TAX RATES.

- A. That a public hearing shall be held on the 17th day of July, 2018, at 7:30

p.m., in the Memorial Building (Village Hall), Memorial Hall (Board Room), 19 East Chicago Avenue, Hinsdale, Illinois, to consider the creation of Special Service Area Number 14 of the Village of Hinsdale in the territory described in the notice set forth in Section 4 hereof.

- B. At the said public hearing, the levy of a direct annual tax at a rate not to exceed \$0.3742 per \$100.00 of equalized assessed value of the property within Hinsdale Special Service Area Number 14, with said tax to be levied for a period of not to exceed twenty (20) years, will be considered, to pay a portion of the cost of constructing a new two (2) level parking deck with approximately three hundred nineteen (319) parking spaces, to be owned and maintained by the Village, on property located within said Hinsdale Special Service Area Number 14 (the "Parking Deck").
- C. The proposed amount of the tax levy for the first year in which taxes will be imposed is \$70,000.00.
- D. The aforementioned taxes shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Property Tax Code (35 ILCS 200/1-1 *et seq.*), as amended.

SECTION 4: NOTICE OF PUBLIC HEARING.

Notice of the public hearing shall be published at least once not less than fifteen (15) days prior to the public hearing in one (1) or more newspapers of general circulation in the Village. In addition, notice by mailing shall be given by depositing said notice in the U.S. mail addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each lot, block, tract or parcel of land lying within the proposed Hinsdale Special Service Area Number 14. Said notice shall be mailed not less than ten (10) days prior to the time set for the public hearing. In the event taxes for the last preceding year were not paid, the notice shall be sent to the person last listed on the tax rolls prior to that year as the owner of said property. The notices shall be in substantially the following form:

**NOTICE OF PUBLIC HEARING
VILLAGE OF HINSDALE
SPECIAL SERVICE AREA NUMBER 14**

NOTICE IS HEREBY GIVEN that, on July 17, 2018, at 7:30 p.m. in the Memorial Building (Village Hall), Memorial Hall (Board Room), 19 East Chicago Avenue, Hinsdale, Illinois, a public hearing will be held by the President and Board of Trustees of the Village of Hinsdale (the "Village") to consider forming a special service area consisting of the following-described territory:

HINSDALE SPECIAL SERVICE AREA NUMBER 14 CONSISTS OF THE FOLLOWING-DESCRIBED TERRITORY, ALL OF WHICH IS LOCATED IN THE EAST ½ OF THE NORTHWEST ¼ OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DU PAGE COUNTY, ILLINOIS, TO WIT:

PARCEL 1

LOT 1 (EXCEPTING THAT PART DESCRIBED AS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE WESTERLY ALONG THE NORTH LINE OF LOT 1, A DISTANCE OF 10 FEET; THENCE SOUTHEASTERLY TO A POINT ON THE EAST LINE OF LOT 1, 10 FEET SOUTH OF SAID NORTHEAST CORNER OF LOT 1, MEASURED ALONG THE EAST LINE OF LOT 1; THENCE NORTHERLY ALONG THE EAST LINE OF LOT 1, A DISTANCE OF 10 FEET TO THE PLACE OF BEGINNING), AND ALL OF LOTS 2, 3, 4 AND 5 IN BLOCK 1 IN J.I. CASE'S ADDITION TO HINSDALE, BEING A SUBDIVISION OF PART OF NORTHWEST ¼ OF SECTION 12;

P.I.N.: 09-12-114-001;

COMMON ADDRESS: 50 S. LINCOLN STREET, HINSDALE, ILLINOIS 60521.

PARCEL 2

LOT 1 IN DERRIS RESUBDIVISION OF LOT 2 IN BLOCK 2 IN J.I. CASE'S ADDITION TO HINSDALE, BEING A SUBDIVISION OF PART OF THE NORTHWEST ¼ OF SECTION 12;

P.I.N.: 09-12-115-001;

COMMON ADDRESS: 126 W. 1ST STREET, HINSDALE, ILLINOIS 60521.

PARCEL 3

LOTS 1, 4, 5, 6, 7, 8, 9 AND 10 IN BLOCK 2 IN J.I. CASE'S ADDITION TO HINSDALE, BEING A SUBDIVISION OF PART OF THE NORTHWEST ¼ OF SECTION 12;

P.I.N.s: 09-12-115-003, -006, -007 and -010;

COMMON ADDRESSES: 114 W. 1ST STREET; 111 S. GRANT STREET; 125 W. 2ND STREET; AND 120 S. LINCOLN STREET; HINSDALE, ILLINOIS 60521.

PARCEL 4

UNIT 1 THROUGH 4, INCLUSIVE, AND GARAGE UNITS G-1 THROUGH G-4, INCLUSIVE, IN PASSERO'S GRANT STREET CONDOMINIUM, AS DELINEATED ON A PLAT OF SURVEY

OF THE FOLLOWING DESCRIBED TRACT OF LAND: LOT 3 IN BLOCK 2 IN J.I CASE'S ADDITION TO HINSDALE, BEING A SUBDIVISION OF PART OF THE NORTHWEST ¼ OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DU PAGE COUNTY, ILLINOIS, WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED MAY 31, 2005 AS DOCUMENT R2005-110886, AS AMENDED FROM TIME TO TIME; TOGETHER WITH ITS UNDIVIDED PERCENTAGE IN THE COMMON ELEMENTS;

P.I.N.s: 09-12-136-001, -002, -003 and -004;

COMMON ADDRESSES: 107 S. GRANT STREET (UNITS 1, 2, 3 AND 4), HINSDALE, ILLINOIS 60521.

PARCEL 5

SUITES A, B, C, D, E AND F OF FIRST STREET PROFESSIONAL BUILDING CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOT 2 OF DERRIS RESUBDIVISION OF LOT 2 IN BLOCK 2 IN J.I. CASE'S ADDITION TO HINSDALE, A SUBDIVISION OF PART OF THE NORTHWEST ¼ OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER R2001249649, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS;

P.I.N.: 09-12-135-006 (formerly also included PINs 09-12-135-001, -002, -003, -004 and -005, which are now covered under PIN 09-12-135-006);

COMMON ADDRESSES: 118 W. 1ST STREET (UNITS A, B, C, D, E AND F), HINSDALE, ILLINOIS 60521.

PARCEL 6

LOTS 1 THROUGH 9, INCLUSIVE, IN GEORGE'S RESUBDIVISION OF BLOCK 3 IN THE ORIGINAL TOWN OF HINSDALE, A SUBDIVISION OF THE NORTHWEST ¼ OF SECTION 12; INCLUSIVE OF THAT PORTION OF LOTS 6 THROUGH 9, INCLUSIVE, USED AS A TWENTY (20) FOOT WIDE EAST/WEST ALLEY;

P.I.N.s: 09-12-121-001, -002, -003, -004, -005, -006, -007, -008, -009, -010, -011, -012, -013, -014, -015, -016, -017, -018, -019 and -020;

COMMON ADDRESSES: 14, 16, 18, 20, 24 AND 28 W. HINSDALE AVENUE; 53 S. LINCOLN STREET; 13, 17 AND 19 W. 1ST STREET; AND 34, 40, 42, 44, 46, 48, 50, 52 AND 54 S. WASHINGTON STREET; HINSDALE, ILLINOIS 60521.

PARCEL 7

LOTS 1 THROUGH 16, INCLUSIVE, IN WRIGHT'S SUBDIVISION OF LOTS 1, 2, 3 AND 4 AND THE NORTH 41 FEET OF LOTS 5 AND 6 IN BLOCK 4 OF THE ORIGINAL TOWN OF HINSDALE, BEING A SUBDIVISION OF PART OF THE NORTHWEST ¼ OF SECTION 12;

P.I.N.s: 09-12-122-001, -002, -003, -004, -005, -006, -008, -009, -010 and 015;

COMMON ADDRESSES: 14, 18, 22 AND 26 W. 1ST STREET; 111 S. LINCOLN STREET; 21 W. 2ND STREET; AND 102, 104, 112 AND 114 S. WASHINGTON STREET; HINSDALE, ILLINOIS 60521.

PARCEL 8

LOT 5 (EXCEPT THE NORTH 41 FEET), LOT 6 (EXCEPT THE NORTH 41 FEET), LOT 7 AND LOT 8 IN BLOCK 4 OF THE ORIGINAL TOWN OF HINSDALE, BEING A SUBDIVISION OF PART OF THE NORTHWEST ¼ OF SECTION 12;

P.I.N.s: 09-12-122-007, -013 and -014;

COMMON ADDRESSES: 21 W. 2ND STREET; 116, 118 AND 120 S. WASHINGTON STREET; HINSDALE, ILLINOIS 60521.

PARCEL 9

LOTS 1 THROUGH 4, INCLUSIVE (EXCEPT THAT PART TAKEN FOR HINSDALE AVENUE), AND LOTS 5 THROUGH 11, INCLUSIVE, IN ROTH'S SUBDIVISION OF LOTS 2, 5, 6, 9 AND 10 IN BLOCK 2 OF THE ORIGINAL TOWN OF HINSDALE, BEING A SUBDIVISION OF PART OF THE NORTHWEST ¼ OF SECTION 12;

P.I.N.s: 09-12-128-001, -002, -003, -004, -005, -006, -007, -008, -009, -010, -011, -012, -013, -014, -015, -016, -017 and 018;

COMMON ADDRESSES: 33, 35, 37, 39, 41, 43, 45, 49 AND 53 S. WASHINGTON STREET; 8, 10, 12, 14, 16 AND 18 E. HINSDALE AVENUE; 40, 42 AND 44 VILLAGE PLACE; AND 11, 13, 15, 17, 19 AND 21 E. 1ST STREET; HINSDALE, ILLINOIS 60521.

PARCEL 10

LOTS 1 THROUGH 8, INCLUSIVE, IN LAKE'S SUBDIVISION OF LOTS 1, 3 AND 4 IN BLOCK 2 OF THE ORIGINAL TOWN OF HINSDALE, BEING A SUBDIVISION OF PART OF THE NORTHWEST ¼ OF SECTION 12;

P.I.N.s: 09-12-129-001, -002, -003, -004, -005, -006, -007 and -008;

COMMON ADDRESSES: 24, 26, 28, 32, 34, 36 AND 40 E. HINSDALE AVENUE; 37 S. VILLAGE PLACE; AND 40 S. GARFIELD STREET; HINSDALE, ILLINOIS 60521.

PARCEL 11

LOTS 7, 8 AND 11 IN BLOCK 2 OF THE ORIGINAL TOWN OF HINSDALE, BEING A SUBDIVISION OF PART OF THE NORTHWEST ¼ OF SECTION 12;

P.I.N.s: 09-12-129-009, -010, -011, -012 and -013;

COMMON ADDRESSES: 25, 29, 33 AND 35 E. 1ST STREET; AND 50 S. GARFIELD STREET; HINSDALE, ILLINOIS 60521.

PARCEL 12

LOTS 1 THROUGH 9, INCLUSIVE, IN HINSDALE STATE BANK RESUBDIVISION OF LOT 2 AND THE NORTH 12 FEET OF LOT 3 IN BLOCK 5 OF THE ORIGINAL TOWN OF HINSDALE, BEING A SUBDIVISION OF THE NORTHWEST ¼ OF SECTION 12;

P.I.N.s: 09-12-130-001, -002, -003, -004, -005, -006, -007 and -008;

COMMON ADDRESSES: 101 AND 107 S. WASHINGTON STREET; 8, 10, 12, 14, 16, 18 AND 20 E. 1ST STREET; HINSDALE, ILLINOIS 60521.

PARCEL 13

LOTS 1, 3 (EXCEPT THE NORTH 12 FEET), 4, 5, 6, 7 AND 8; THE NORTH ½ OF VACATED 2ND STREET LYING SOUTH OF AND ADJACENT TO LOTS 7 AND 8, AND THE VACATED 33 FOOT WIDE NORTH/SOUTH ALLEY LYING WEST OF AND ADJACENT TO LOT 8 AND EAST OF AND ADJACENT TO LOT 7; AND THE VACATED 33 FOOT WIDE NORTH/SOUTH ALLEY LYING WEST OF AND ADJACENT TO LOTS 1, 4, 5 AND 8; ALL IN BLOCK 5 OF THE ORIGINAL TOWN OF HINSDALE, BEING A SUBDIVISION OF THE NORTHWEST ¼ OF SECTION 12;

P.I.N.s: 09-12-130-010, -011, -016, -017, -020 and -021;

COMMON ADDRESSES: 103 AND 113 S. WASHINGTON STREET; 100 S. GARFIELD STREET; AND 22, 26, 28, 30 AND 32 E. 1ST STREET; HINSDALE, ILLINOIS 60521.

PARCEL 14

LOTS 1, 2, 3, 4, 5 AND 8; THE SOUTH ½ OF VACATED 2ND STREET LYING NORTH OF AND ADJACENT TO LOTS 1 AND 2, AND THE VACATED 33 FOOT WIDE NORTH/SOUTH ALLEY LYING WEST OF AND ADJACENT TO LOT 1 AND EAST OF AND ADJACENT TO LOT 2; AND THE VACATED 33 FOOT WIDE NORTH/SOUTH ALLEY LYING WEST OF AND ADJACENT TO LOTS 1 AND 4; ALL IN BLOCK 6 OF THE ORIGINAL TOWN OF HINSDALE, BEING A SUBDIVISION OF THE NORTHWEST ¼ OF SECTION 12;

P.I.N.s: 09-12-130-012 and -018;

COMMON ADDRESSES: 100 S. GARFIELD STREET, HINSDALE, ILLINOIS 60521.

PARCEL 15

THOSE PORTIONS OF 1ST STREET, LINCOLN STREET, WASHINGTON STREET, VILLAGE PLACE AND HINSDALE AVENUE LOCATED ADJACENT TO PARCELS 1 THROUGH 14, INCLUSIVE, EXCEPT FOR THAT PART OF WASHINGTON STREET LYING SOUTH OF THE NORTH RIGHT-OF-WAY LINE OF 2ND STREET, EXTENDED EAST, ALONG WITH THOSE ALLEYS LOCATED ADJACENT TO PARCELS 1 THROUGH 14, INCLUSIVE, INCLUDING THOSE ALLEYS ORIGINALLY PART OF PARCELS 1 THROUGH 14, INCLUSIVE.

All interested persons affected by the formation of Hinsdale Special Service Area Number 14 will be given an opportunity to be heard regarding the formation of and the boundaries of Hinsdale Special Service Area Number 14, and may object to the formation of Hinsdale Special Service Area Number 14, the levy of taxes affecting said Hinsdale Special Service Area Number 14, and the amount of the tax levy relative to Hinsdale Special Service Area Number 14.

The purpose of the formation of Hinsdale Special Service Area Number 14 is to fund a portion of the cost of constructing a new two (2) level parking deck with approximately three hundred nineteen (319) parking spaces, to be owned and maintained by the Village, on property located within said Hinsdale Special Service Area Number 14 (the "Parking Deck").

An annual tax levy at a rate not to exceed \$0.3742 per \$100.00 of equalized assessed valuation of property in Hinsdale Special Service Area Number 14, over not to exceed a twenty (20) year period, will be considered at the public hearing to fund a portion of the cost of constructing the Parking Deck. The proposed amount of the tax levy for the first year in which taxes will be imposed is \$70,000.00. Said tax is to be levied upon all taxable property within the proposed Hinsdale Special Service Area Number 14.

At the public hearing, all persons affected by the formation of said Hinsdale Special Service Area Number 14, including all persons owning taxable real estate therein, will be given an opportunity to be heard regarding the formation of and boundaries of Hinsdale Special Service Area Number 14, the tax levy relative to Hinsdale Special Service Area Number 14, and the amount of the tax levy relative to Hinsdale Special Service Area Number 14. The public hearing may be adjourned by the President and Board of Trustees of the Village to another date without further notice other than a motion to be entered upon the minutes of its meeting fixing the time and place of its adjournment and/or as otherwise required by law.

If a petition signed by at least fifty-one percent (51%) of the electors residing within Hinsdale Special Service Area Number 14 and by at least fifty-one percent (51%) of the owners of record of the land included within the boundaries of Hinsdale Special Service Area Number 14 is filed with the Village Clerk, within sixty (60) days following the final adjournment of the public hearing, objecting to the creation of Hinsdale Special Service Area Number 14, or the levy or imposition of a tax for the provision of special services (the Parking Deck) in Hinsdale Special Service Area Number 14, said Hinsdale Special Service Area Number 14 may not be created, and no tax may be levied or imposed.

DATED this 21st day of June, 2018.

Christine M. Bruton
Village Clerk
Village of Hinsdale

SECTION 5: That this Ordinance shall be in full force and effect from and after its adoption and approval as provided by law.

ADOPTED this 15th day of May, 2018, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this 15th day of May, 2018.

Thomas K. Cauley, Jr., Village President

ATTEST:

Christine M. Bruton, Village Clerk

Garfield Street

Hinsdale Avenue

2nd Street

Grant Street



Zoning & Public Safety (Chair Stifflear)

f) Approve a Letter of Commitment with School District 181 regarding a proposed parking deck in the Central Business District

President Cauley explained the issue before the Board is whether to invest in a full lower deck with 185 parking spaces at a cost of \$4.5 million, or a partial deck with 118 spaces at a cost of \$2.78 million. The concern is overbuilding versus going too small; he noted this is a once in a lifetime opportunity. Discussion followed regarding the number of spaces required; merchants and employee parking, potential growth, impact of vacancies, the estimates of the Chicago Metropolitan Agency for Planning (CMAP) study. Trustee Hughes does not believe demand is consistent with the number of existing spaces. He commented that if we are off on the number of spaces necessary, the larger garage is the best solution, especially in light of the fact this is our only opportunity for parking improvement. He doesn't believe there is a reliable way to measure this. Trustee Hughes stated further the number of spaces isn't the only tool. The CMAP study also said proper pricing of parking would be helpful. He thinks a 5-10% increase in available parking will significantly improve quality life for residents and shops. Discussion followed. Trustee Stifflear commented the detriment to overbuying is the spending of the money, and then looking at empty parking spaces. An empty garage is a problem.

Trustee LaPlaca said she appreciates the math, but this is artful not scientific. The CMAP study was done in 2014, new restaurants and the bank building have opened since then; and wondered if there are possibilities for growth not realized because of parking. She agrees we cannot know the maximum capacity. She pointed out this has not been publically vetted, and we have no input from business owners. She commented on traditional bond financing and rates. The only time sensitivity is that the HMS architect needs to put together bid documents. Trustee LaPlaca recommended going to bid on both projects, which will allow time for the public to weigh in. In terms of creative financing for this project, Trustee Stifflear believes a private partnership with a financial interest is not desirable.

Ms. Gargano pointed out the foundation is the first piece, and is the critical start. Mr. Kronewitter responded he needs an answer tonight, because this is going out to bid next week, but noted the structural engineers cost for an alternate bid is \$8,500. A final decision on the deck must be made by April 1st.

President Cauley agrees the Village should get both bids; the Village Manager has the authority to approve an \$8,500 expenditure. Discussion followed regarding the cost approval.

It was noted the Chamber of Commerce was asked about foreseeable growth, and they do not anticipate a spike in growth. Ms. Gargano noted the website will provide a link for residents and merchants to provide input on this matter. With respect to an increase in school enrollment and the need for more teachers, Ms. Gargano stated the engineer for the school has stated the proposed building is sized for maximum school growth. Mr. Kronewitter added the new demographic study, indicates anticipated growth is within the capacity of the proposed school.

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

g) Approve an Ordinance Amending Chapter 3 ("Single-Family Residential Districts"), Section 3-106 ("Special Uses"), of the Hinsdale Zoning Code to Authorize Planned Developments as a Special Use in Single-Family Residential Zoning Districts**

**VILLAGE OF HINSDALE
PUBLIC MEETING
VILLAGE BOARD OF TRUSTEES
Tuesday, February 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, February 21, 2017 at 6:30 p.m., roll call was taken.

Present: President Tom Cauley and Trustees Christopher Elder, Neale Bymes, Luke Stifflear, Gerald J. Hughes, Laura LaPlaca and Scott Banke

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, Director of Community Development/Building Commissioner Robb McGinnis, Director of Public Services George Peluso, Administration Manager Emily Wagner, Management Analyst Jean Bueche and Village Clerk Christine Bruton

**DISCUSSION REGARDING HINSDALE MIDDLE SCHOOL (HMS)
PROPOSED PARKING DECK OPTIONS**

Village Manager Kathleen A. Gargano began the meeting introducing herself and Assistant Village Manager/Director of Public Safety Brad Bloom, District 181 Superintendent Dr. Don White and their architect, Mr. Brian Kronewitter.

President Cauley explained the Trustees are of the view the Village needs a parking deck, the question is whether to build a smaller 118 space deck or a larger 189 space deck. The smaller deck would have a cost of \$2.78 million, and the larger is \$4.53 million. Both decks will look the same; the difference is how far back the deck is to the south. The question is does the Village need the spaces and should we spend the money. He explained that Ms. Gargano and Mr. Bloom have looked at the numbers which suggest the smaller deck is sufficient. These are not hard numbers; all the available spaces are occupied during the peak parking period between 10:00 a.m. and 2:00 p.m. Monday through Friday. However, who is driving around looking for a space can't be measured. Staff met with the Chamber of Commerce this morning, and they want the larger deck. They believe people do not come to the Village because of insufficient parking. They believe the additional cost of the larger deck is a small price to pay to provide sufficient parking.

Village Manager/Finance Director Darrell Langlois confirmed the deck would be funded by a bond issue. He cautioned the money is significant; the Village continues fixing roads, the Oasis may go away, and we don't know what the State of Illinois will do about the income tax. This could create a strain on our finances. However, spaces could be leased to commuters, and noted there are currently 70 people on a waiting list.

Ms. Gargano explained this is a joint effort with District 181, and a unique opportunity so solve a community problem. Mr. Bloom addressed the access to the lower deck, stating it would be easy for commuters and pedestrians. School drop off would be on the top level of the deck. The larger

deck is anchored to the wall of the middle school; there is no plan for access to the school from the lower deck. He talked about future use and intensity of parking need, and noted spaces are 100% full during peak parking. He said according to the CMAP study, the goal is to get to 85% of capacity. If we could get merchants and employees to leave the prime area, we could open up necessary parking for shoppers. It was noted that restaurants have a higher intensity of use; most of the current vacancies in the Central Business District (CBD) are not significant impact properties. Costs of the deck could be defrayed with metered parking, parking price structures are under review, but initially parking would be free for merchants and employees. It is difficult to predict the intensity of use for future parking needs, staff can only provide a best guess, but what if, for example, the Verizon store or Gap property become restaurants creating a more significant impact.

President Cauley commented the Chamber of Commerce is of the strong belief that we are turning away shoppers and diners, and that more businesses would come to Hinsdale were there not a parking problem. He invited comment from the audience.

Mr. Lop Chin, owner of the Jade Dragon, a 24-year resident addressed the Board stating parking has always been an issue. He believes the studies are misguided, and underestimate the lost business. He said people are long gone already, but may come back over time.

Mr. John Karstrand, Chair of the Economic Development Commission and Chamber Board, added that the numbers are based on a flawed system, because we don't know what demand is. We don't know how many people come and leave, or how many people don't rent here because of parking. He added, however, if the deck isn't used by shoppers, it could be used for commuter parking.

Mr. Bill Merchants of 111 S. Lincoln, a 14 year resident, sited the 3 level building behind the fruit store and the vacancies he believes are the result of not enough parking. He believes that when CMAP did their study in 2014, they considered existing inventory. It does not include the impact of the new building on First & Garfield, or new restaurants. Nor did it focus on persons who don't drive, the professional businesses, such as doctor and lawyer practices, or the commuter parking problem.

Ms. Marta Clauson, manager of the Courtyard shops, asked whether the parking garage spaces would be metered. Ms. Gargano said the intent is no, but would need to be evaluated. Ms. Clauson said she has been around for 10 years and people tell her they leave because of parking.

Mr. Patrick Williams, addressed the Board, stating he ran a snow cone business in Hinsdale 'back in the day'. He doesn't think \$5 million dollars should be spent without first encouraging economic development in Hinsdale. He believes little progress has been made on that front. President Cauley pointed out that the deck isn't being built to drive economic development, but to retrieve lost business. Mr. Williams thinks it's risky. Trustee LaPlaca added if the parking is in place, the EDC can move forward with more development ideas. Ms. Gargano noted the Village has two staff members who spend time actively pursuing new businesses.

Mr. Jerry James, Edward James Homes, Inc., commented that retail trends are changing in these types of downtowns. Entertainment businesses are thriving, as well as service providers. In Park Ridge, the biggest challenge was parking. Soft goods people need quick in and out parking. He said interest rates are at an all-time low, and to look at the deck as an investment.

President Cauley said the Village will decide fairly soon, and noted the community is loud and clear in support of the larger garage. Ms. Gargano clarified the item will require a second reading on March 7th.

President Cauley asked for a straw poll from the Trustees. Trustee Elder stated he would support the larger deck, as it is an investment in the future. Trustee Bynes said he is concerned about the cost, but acknowledges the opportunity. Trustee Stifflear is in favor of the larger deck, and appreciates the various ways to mitigate the costs. Trustee Hughes said the Board's care on this decision reflects a culture of conservatism of finances. There is no logic to determine demand, but we know it is more than what we have. We need supply to be 115% of demand, and we are meaningfully off. The numbers clearly support the larger deck. Trustee LaPlaca said she would support a larger garage, and appreciates hearing a resounding yes from the community. She believes the Village should build for the future; in 5-10 years we may ask ourselves why we didn't take the opportunity to build the larger deck. Trustee Banke thinks the Board should take advantage of this opportunity. The deck can't be enlarged in the future; this is a hedge for the future. He called it a 'no-brainer'.

ADJOURNMENT

President Cauley declared the meeting adjourned at 7:45 pm.

ATTEST: _____
Christine M. Bruton, Village Clerk

DISCUSSION ITEMS

Discussion & consideration of parking deck cost estimates

President Cauley introduced the item for discussion and provided background information, stating the biggest issues during his 10 years on the Board have been the state of the roads and the lack of parking in downtown Hinsdale. The Hinsdale Middle School proposal eliminated 50 spots on Washington. The Village quickly met with District 181 staff to determine if a parking deck option was possible to address the 50 space loss, and address the more general parking issue. Cost estimates for a large and small deck were developed; \$4.5 million for the large deck and \$2.78 million for the small deck. These estimates were used by the Board when they agreed to move forward with the larger deck. In July, the estimate for the large deck was revised to \$5.4 million. The larger deck will require additional excavation and foundation work that is attributable to the Village portion of the deck, estimated at \$700,000. At their meeting of July 11th, the Board discussed the matter, and agreed to approve, contingent on the approval of a Memorandum of Understanding (MOU) with District 181. A special meeting was scheduled on July 20th to approve the funding and the MOU, but was cancelled because of unreliable cost estimates. The Village retained a third party firm to review and verify the new cost estimates. After review and some modifications, specifically the planter boxes, the cost difference between the large and small decks was greatly reduced. The special meeting tonight has been convened to advise the community what was happening, and to determine whether the Board prefers the small deck option at this time; the cost difference between the two decks is estimated to be \$900,000-\$1 million. Additionally, the Board can determine if the additional cost is justified. The large deck will provide a total of 319 spaces, with 189 for the Village on the lower deck; the smaller deck provides a total of 248 spaces, with 115 allocated to the Village. President Cauley pointed out that the full deck is available on weekends, evenings and summer, but studies show the parking deficit occurs between 10:00 a.m. and 4:00 p.m. on weekdays. The larger deck would provide 74 more spaces during that period. The smaller deck might be adequate, but the facts aren't available to determine what is actually necessary. Board consensus has been to err on the side of the larger deck, because this is a once in a lifetime opportunity to provide additional parking in the Central Business District (CBD).

President Cauley commented on the urgency to approve this so the District 181 can begin construction as soon as possible, but the Board will need to discuss how to finance the deck they choose. Possible funding options might include additional bonds, reduction in future infrastructure work on the roads and/or a 'catch-up' year, rental of Village spaces to commuters if not used by shoppers, an increase in the Food & Beverage tax, a Special Service Area (SSA) for property owners in the CBD, or increasing parking rates in general. Some discussion of these options followed.

President Cauley stated this item needs a second reading of the Village Board, but the Board was unable to schedule a date for a special meeting because of difficulty getting a quorum. However, he polled the Board to get a sense of the direction they wanted to take. Board members present unanimously agreed to move forward with the larger deck option. Trustee Stifflear confirmed that the costs before the Board have been confirmed by all parties, and President Cauley stated he is comfortable with these numbers.

Mr. John Doherty, Village owners representative, addressed the Board stating the Village's independent estimator has reviewed the numbers, and all are in agreement with the cost and scope of the project. He added that the process worked as the Village hoped it would. Trustee

Byrnes asked if there were any major issues that might arise. Mr. Doherty responded that built into the estimates on both sides are contingency amounts, but the biggest concern would be bad soil. Some borings have been done, but they can't be done under the existing building.

Trustee Ripani added that how this is paid for should be discussed as soon as possible and believes that because the parking concern is primarily driven by merchants and employees, he believes the merchants should be directly responsible for some of the cost.

President Cauley stated this item will move forward for a second read, but he can give the school assurances the larger deck will be approved.

Ms. Beth Barrow, 319 N. Washington, addressed the Board stating she feels the larger deck is a win-win for the community. She congratulated the Board on their decision.

President Cauley added that no one has complained about how the parking deck is going to look, it is in the ideal location, and will be attractive.

Dr. White, D181 Superintendent, addressed the Board, thanked them for their consideration and is looking forward to collaboration with the Village.

Mr. John Karstrand, President of the Chamber of Commerce and Chair of the Economic Development Commission, addressed the Board stating he would like to go on record that those agencies he represents are heavily in favor of more parking. He referenced 1950 newspapers the Chamber found that included articles complaining about downtown Hinsdale parking. He thanked the Board for their support.

Melissa Waters, Hinsdale Furriers, is pleased with the Board's decision, and agrees that business owners should absorb some of the cost, however, if they are going to pay for the additional parking, they will need assurance that the spaces will remain for merchant use.

Mr. Kerry Leonard, representing D181, stated that they are looking through old records and foundation drawings for the existing middle school, and if they find any information regarding soil testing at that time, he will pass that on to the Village Board.

The Board agreed to move this item forward for a Second Reading at their next meeting.

FIRST READINGS - INTRODUCTION

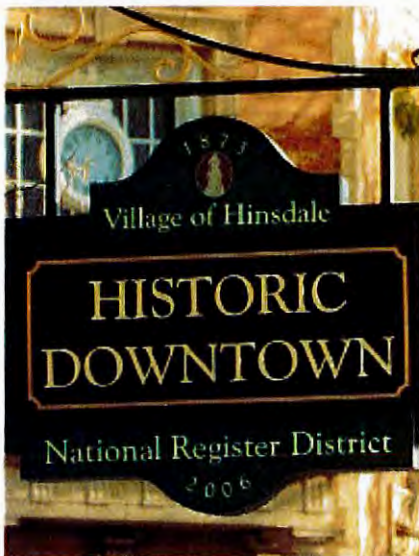
Environment & Public Services (Chair Byrnes)

- a) **Approval of Memorandum of Understanding (MOU) between Community Consolidated School District 181 and the Village of Hinsdale – Parking Deck Construction Project**

President Cauley introduced the item and noted that the school board had approved the MOU at their meeting of July 14th. He added that this interim document will carry both parties until and Intergovernmental Agreement (IGA) is drawn up. Discussion followed regarding whether to move this forward for a second read, or to approve the item because of the urgency, and because the matter had been discussed at the last Board meeting.

Trustee Elder moved **Approval of Memorandum of Understanding (MOU) between Community Consolidated School District 181 and the Village of Hinsdale – Parking Deck Construction Project**. Trustee Stifflear seconded the motion.

HOW THE SPECIAL SERVICE AREA WILL PROVIDE A SUSTAINABLE PARKING SOLUTION



The 2014 CMAP parking study concluded that downtown parking should “...be close to 85 percent full, indicating a high level of street activity without complete parking congestion. The goal... is to free up just one or two spaces per block and shift the long-term parkers from high-demand spaces.”

-CMAP Village of Hinsdale Innovative Parking Management Plan Sept. 2014

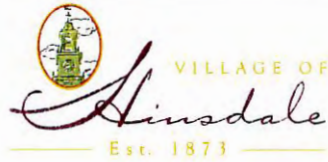
- A 2014 CMAP study confirmed that on-street parking spaces in the downtown are at a 100% utilization rate between peak hours of 10:00 a.m. to 2:00 p.m.
- CMAP identified the target parking utilization rate between 85% to 90%
- On February 21, 2017, despite Village staff's recommendation for a smaller parking deck, the Village Board approved a larger parking deck based on feedback received from the business community
- The parking deck accounts for future retail growth and parking availability in the downtown on key streets like Hinsdale Avenue, Washington Street and 1st Street
- The new parking deck will provide 189 free daily parking spaces for merchants and their employees thereby freeing up on-street parking
- There will be 319 total parking spaces available to the public on evenings, weekends and when school is not in session

Financing this long-term parking solution may be accomplished through a mechanism called a special service area (SSA).

What is a SSA?

- A SSA is a special property assessment whereby the users of a public improvement are taxed for a finite period of time to offset a predetermined cost of the public improvement
- Who is included? Businesses bounded by Garfield Street, 2nd Street, Grant Street and Hinsdale Avenue, which is the area that would most benefit from the SSA
- The median property tax increase is \$705/annually over a 20-year period – this equates to under \$2/day for the Village's long-term, sustainable parking solution
- Compared to the cost of a current merchant red parking permit, which is \$360/annually, for several hundred more dollars a year, the entire community receives an immense parking benefit
- In most cases, businesses that purchase multiple red parking permits annually may actually see a reduction in their annual cost with the SSA as those red parking permits may no longer be needed
- The assessment will be levied in 2018 with the first installment in June 2019
- The SSA allows for those who benefit the most from the parking deck to assist in contributing to the overall cost

More parking = more shoppers and diners = more revenue for restaurants and businesses!



FACT SHEET

Contact: Darrell Langlois, Finance Director/Assistant Village Manager
Village of Hinsdale
dlanglois@villageofhinsdale.org

Special Service Area Fact Sheet

The Village of Hinsdale is in the process of creating a Special Service Area (SSA) that will include the areas in the Village's Central Business District (CBD) that are bounded by Garfield Street, 2nd Street, Grant Street and Hinsdale Avenue. A map identifying the proposed boundaries of the SSA can be found at www.villageofhinsdale.org/ssa14.

Background

In 2017, the Hinsdale Village Board approved an agreement with Community Consolidated School District 181 to construct a parking deck in the CBD in conjunction with the construction of a new middle school. The total cost of the parking deck is currently estimated at \$7.6 million. The proposed SSA in the Hinsdale CBD would be established for the purpose of funding the incremental cost of the larger of two parking deck options that were considered by the Village Board in August 2017. The proposed SSA will be designed to recover a portion of the debt service costs for the parking deck from an annual real estate tax that will be levied on all taxable properties in the SSA over the next 20 years.

What are SSAs?

A special service area (SSA) is a taxing mechanism that may be used to fund a wide range of special or additional services and/or physical improvements in a defined geographic area within a municipality; retail districts and central business districts are frequently included in an SSA. Among the list of common services and activities provided by SSAs are support services, such as special events; infrastructure improvements, such as parking lots or garages; and land and building improvements, such as storefront improvements.

Financing Tool

The taxing mechanism associated with a SSA allows a municipality to separately tax for services or improvements in limited geographic areas without levying a tax or incurring debt on the entire municipality. Only the property owners who benefit from the special services or improvements are assessed an additional SSA property tax. The SSA tax is collected by the county through the regular property tax system; each property owner's share of the SSA tax is calculated based on its percentage share of the equalized assessed value of the tax parcels located in the SSA.

Frequently Asked Questions

Who is responsible for the SSA tax?

The property owner of record is ultimately responsible for the payment of the SSA tax.

How is the SSA tax allocated among property owners?

The SSA tax is allocated based on each tax parcel's proportionate share of the total equalized assessed value of all tax parcels located in the SSA.

How many property owners will be paying the SSA Tax?

There are 82 tax paying parcels and nine tax exempt parcels that will be included in the SSA.

How will the annual tax levy amount be determined?

The Village will be selling general obligation bonds to finance the construction of the parking deck and other infrastructure improvements. Based on the results of this bond sale, a portion of the annual debt service amount will be allocated to the Special Service Area. Based on current market rates, the total annual SSA tax levy is estimated at \$70,000 and will last for 20 years.

Who will bill and collect the tax?

DuPage County will bill and collect the tax in conjunction with the regular semi-annual real estate bill.

When is the SSA tax due and who will notify me?

The SSA tax is payable in June and September each year along with general property taxes. It will appear as a separate line item on your regular tax bill from DuPage County; you will not receive a separate bill for the SSA tax.

Is the SSA tax deductible for the property owner?

Please consult with your tax advisor on this issue.

When will the SSA tax start and how long will it last?

The Village plans to begin levying the SSA tax for tax year 2018 that will be due and payable in June and September of 2019. The levying of the SSA tax is expected to last for 20 years.

How does the failure of one property owner to pay its Special Service tax affect other property owners?

Failure of any property owner to pay the SSA tax has no impact on the tax assessed for any other property owner.

How is the SSA tax disclosed to a future property purchaser?

A copy of the SSA ordinance will be filed with the County Clerk and the Recorder of Deeds so that a parcel's inclusion in the SSA will be disclosed on a title report.

How much will my tax be?

The annual SSA real estate tax will be limited to the "Maximum Tax Rate" that will be included in the establishing ordinance. It is estimated that the SSA tax will result in a

real estate tax increase of approximately 5.67% based on the total property tax bill for the 2016 tax year that was payable in calendar year 2017. The median increase is estimated at \$705 per year for 20 years.

What is the rate of the “Maximum Tax Rate” included in the establishing ordinance?

In order to collect \$70,000 from the SSA tax payers, the SSA tax rate would be 0.2993 per \$100 of Equalized Assessed Valuation (EAV) based in the 2016 tax levy year. The maximum tax rate provided for in the establishing ordinance has been set at 0.3742 per \$100 of EAV, which is approximately 125% of the rate currently required. The maximum tax rate has been set at this higher rate in case there is ever a decline in the total EAV for the SSA. This is done to ensure that the Village is still able to collect the SSA share of the debt service on bonds the Village will be issuing. It is expected that the total annual amount of SSA tax (currently estimated at \$70,000/yr.) that will be collected from all properties in the SSA will be consistent for the entire 20 year period.

Will the amount of the SSA tax to the individual properties be fixed for the entire 20 year period?

No. The annual amount of each tax parcel's share will vary slightly due to changes in assessed value of all of the properties in the SSA. These annual changes are not expected to be significant unless there is a material change in the assessment for a particular property. A significant change in assessment can come from major improvements to your property, a successful tax assessment protest, or a significant change in the market value for the property. In these types of cases the amount of the SSA tax can change by a material amount.

How will I know if my property is included in the SSA?

State statutes require that notice be given by mail to all of the taxpayers of record in the proposed SSA. It is expected that this notice will be mailed around June 21, 2018. The mailing will include the following information, all of which is required by law:

- SSA boundaries by legal description and street location (if available)
- PIN number of each parcel located within the area
- Proposed tax rate limit
- Proposed maximum number of years that the SSA tax levy will be imposed
- The nature of the proposed special services
- Statement as to whether the proposed special services are for new construction, maintenance, or other purposes
- Public hearing date, time, and location
- Proposed amount of the tax levy for special services for the initial year

When is the legally required public hearing being held for the creation of the SSA?

The public hearing will be held at 7:30 p.m. on July 17, 2018. At the public hearing, all interested persons affected by the formation of the SSA will be given an opportunity to be heard regarding the formation of and the boundaries of the SSA and may object to the formation of the area, the issuance of bonds or other debt instruments, or a loan from the Village, and the levy of taxes affecting said area.

What happens after the public hearing?

State statutes require that there be a 60 day waiting period at the conclusion of the public hearing prior to formally establishing the SSA. It is during this time period that petitions can be filed to stop the Village from creating the SSA. In order to stop the creation of the SSA, within 60 days after the public hearing the Village Clerk must receive petitions signed by at least fifty-one percent (51%) of the electors residing within the SSA and by at least fifty-one percent (51%) of the owners of record of the land included within the boundaries of the SSA.

What will happen if petitions are filed to stop the creation of the SSA?

The Village Board decided to proceed with construction of the larger parking deck at its meeting on August 3, 2017. There were many members of the business community at this meeting that were there to support the construction of the larger parking deck. At this time, it was publicly stated that the Village Board would be looking to the Central Business District to fund the incremental cost of the larger parking deck. The Village Board believes that creating a SSA is the most efficient and fair way to accomplish this goal. Should the Village receive petitions that stop the creation of the SSA, other taxes and fee increases will be considered. The Village Board remains committed to having the businesses in the CBD (who stand to benefit most from the parking deck) contribute to the cost of the larger parking deck.

For more information, please contact Darrell Langlois, Finance Director/Assistant Village Manager, at (630) 789-7014 or dlanglois@villageofhinsdale.org.

Public Services & Engineering

AGENDA SECTION: Second Read – EPS

SUBJECT: Award engineering design services contract for N. Madison Street drainage improvements

MEETING DATE: May 15, 2018

FROM: Dan Deeter, PE Village Engineer

Recommended Motion

Award the contract for design engineering services for the N. Madison Street drainage improvements project to Christopher B. Burke Engineering, Ltd. in the amount not to exceed \$75,970.

Background

Flooding on the 400-block of N. Madison Street has been a persistent problem for the Village due to a variety of challenges. (A record of the most recent flooding is attached). N. Madison is a major street in the northwestern portion of the Village which carries 5,100 vehicles per day. The flooding and the accompanying road closure impact the immediate residents, the vehicles using N. Madison, and the residents of alternate streets that these vehicles are forced to use.

Due to their technical expertise and familiarity with the watershed, the Village has employed Christopher B. Burke Engineering, Ltd. (CBBEL) since 2013 to provide drainage solutions for the 400-block of N. Madison low point. CBBEL's most recent drainage study dated 01/18/18 (attached) investigated two new drainage alternatives which utilized the development of 540 W. Ogden (formerly known as the Amlings property). Both Alternatives would include an increased number of curb inlets on N. Madison Street to send the stormwater into the new storm sewers.

- Alternative 1 routes a storm sewer west through existing side/back yard easements from Madison Street to the Amlings property. The pipe then carries the stormwater north across Ogden Avenue to discharge onto the Institute for Better Life Principles (IBLP) property.
- Alternative 2 routes the storm sewer west through existing side/back yard easements from Madison Street to the Amlings property. The stormwater would then be detained on the Amlings property before being released to the existing culvert under Ogden Avenue.

While Alternative 1 was lower cost, it requires coordination and approval from IDOT and a third party, the Institute for Basic Life Principles (IBLP). Success is not guaranteed for either of these negotiations. Either party could reject the construction of a stormwater system on their property. They could include conditions that would raise the cost of the alternative. And, most importantly, negotiations and design approvals could cause significant delays to the

construction of the Alternative 1 drainage solution. Therefore, staff focused on opportunities to implement Alternative 2.

The developer of Kensington School/Kensington Court will allow storm sewers and an underground detention basin on the property to support the Alternative 2 drainage solution. The underground detention will be located at a different location than shown on the drainage study.

Discussion & Recommendation

Staff has met with CBBEL to discuss designing a stormwater management system similar to Alternative 2. Mr. Jeff Julkowski of CBBEL addressed the Board of Trustees during the May 1, 2018 meeting concerning the capabilities of Alternative 2. Due to their technical expertise and familiarity with the watershed, staff recommends awarding the engineering design services contract for N. Madison Street drainage improvements to CBBEL.

Budget Impact

There are sufficient resources in the FY2018-19 budget to fund the costs of the N. Madison Street drainage improvements design.

Village Board and/or Committee Action

The Village Board of Trustees discussed CBBEL conducting design engineering of the N. Madison Street drainage improvements at the meeting on May 1, 2018.

Documents Attached

1. N. Madison Flooding History
2. Madison Street Drainage Study dated 01/18/18
3. N. Madison Street drainage improvements design contract with Christopher B. Burke Engineering, Ltd.

N. Madison Flooding History
 Christopher B. Burke Engineering, Ltd.
 Date: 05/01/18

Rainfall			Road Closure Duration (hours)	Modeling Results	
Date	Total Depth (in.)	Duration (hours, approx,)		Flooding Eliminated - ALT1?	Flooding Eliminated - ALT2?
4/9/2015	0.84	9	12	Y	Y
8/18/2015	1.08	2	8	Y	Y
4/27/2016	0.73	9	12	Y	Y
4/30/2016	0.66	10	12	Y	Y
5/10/2016	1.39	10	8	Y	Y
3/30/2017	1.69	14	12	Y	Y
4/29/2017	1.95	10	12	Y	Y
10/14/2017	6.51	28	30	Y	Y
2/20/2018	2.22	22	8	Y	Y

Notes:

1. Rainfall data is from the Burr Ridge USGS gauge.

MEMORANDUM

January 18, 2018

TO: Dan Deeter, PE – Village of Hinsdale

FROM: Jeff Julkowski, PE

SUBJECT: Madison Street Drainage Study – Amlings Redevelopment Alternatives
(CBBEL Project No. 17-0532)

In 2014, Christopher B. Burke Engineering, Ltd. (CBBEL) completed an XP-SWMM analysis of the Madison Street and Monroe Street drainage system for the Village of Hinsdale (Village). The focus of the study was an existing depressional area on Madison Street at Warren Court, which regularly fills with stormwater during heavy rainfall and has flooded homes in extreme storm events. The purpose of the analysis was to verify the existing capacity of the system and to develop alternatives that would improve the drainage system. The study concluded that to substantially reduce the flooding on Madison Street, a new 30" storm sewer was needed to run from the Madison Street low point, west to Monroe Street, and then north across Ogden Avenue to the existing outfall location. This route would traverse the rear yards of homes between Madison and Monroe Streets, which would be challenging to construct. This improvement has not been constructed as of December 2017.

This memorandum summarizes a new analysis, which was completed to develop new alternatives that may become available due to the redevelopment of the site known as Amlings, which is a +/- 3.8 acre site located at the southeast corner of Ogden and Monroe Street. The Village requested CBBEL to investigate any new opportunities to solve the Madison Street flooding problems through the redevelopment of this site. This memorandum summarizes our conclusions.

Summary of Conclusions

- The most effective option for reducing flooding at Madison Street remains the 30" gravity storm sewer line, rather than a large pump station as previously evaluated in the 2014 study.
- With the Amlings redevelopment, a portion of the gravity storm sewer could be located and constructed within the development site. This would reduce the length of sewer to be constructed within the residential rear yards, which would simplify construction.
- Layout of the storm sewer through the development site would need to be coordinated with the developer's engineer, however it is assumed that it would flow around the east and north perimeter of the site. This would allow the small detention area located in the rear yard of 510



MEMORANDUM

Wedgwood Court to discharge directly to the new storm sewer rather than draining through the Warren Court detention basin, which helps to reduce Madison Street flooding.

- Two options are available to manage the stormwater from this proposed new storm sewer within the development site:
 - An underground storage vault could be constructed on the redevelopment site. The new Madison Street storm sewer would be routed into this storage vault, and then restricted so that flow rates at the discharge point on the north side of Ogden Avenue are not increased. A minimum of 1.0 ac-ft of storage would be required. It appears feasible that this amount of storage can be accommodated on the Amlings site. It may be possible to drain the vault system to the existing storm sewer on Monroe Street so that a new crossing of Ogden Avenue, which would require permission from IDOT and potentially the downstream property owner, would not be necessary. However, the point of connection to the Monroe Street storm sewer may be within the IDOT right of way; further investigation is needed to determine the appropriate jurisdiction. It should also be noted that connecting to the existing system rather than constructing a new outfall slightly reduces the effectiveness of the project in draining Madison Street.
 - If permission could be secured from the downstream property owner, the new Madison Street storm sewer could flow through the Amlings site and outfall on the north side of Ogden Avenue where grades permit. A regional watershed analysis was completed which shows that when considering the full watershed area that drains to the downstream property and into the Bronswood Cemetery Tributary, the proposed Madison Street storm sewer would not increase existing flow rates. Therefore, the detention storage vault is not required.

Additional details on each of these conclusions is presented in this memorandum.

Existing Conditions

The Madison Street drainage system begins at the intersection of Madison Street and Warren Court. A series of inlets collect runoff and convey it south in a 12" storm sewer, which runs for approximately 200', before flowing west as an 18" storm sewer. This 18" sewer runs through several residential back yards, and has become backpitched over time through settlement due to the presence of peat moss in the area. The 18" sewer continues west to Monroe Street, turns north toward Ogden, and ultimately discharges on the north side of Ogden Avenue as a 2'x2' box culvert.

There are two detention basins and a roadway depressional area that store runoff when the existing storm sewers do not have sufficient capacity. The two detention basins hold runoff from the Wedgewood



MEMORANDUM

residential subdivision, which includes the homes served by Warren Court and Wedgewood Court. These two interconnected basins are restricted by a 4" outlet pipe, which connects to the backpitched 18" storm sewer. During heavy storm events, Madison Street fills with stormwater and eventually overflows into the Wedgewood detention basin, creating one large inundation area.

Figure 1 depicts the sewer network included in the XP-SWMM model:



Figure 1 XPSWMM Model Schematic

The XPSWMM model of the Madison Street drainage system was used to simulate a range of storm events. A critical duration analysis was completed to determine the storm duration that causes the greatest flooding, which was found to be the 2-hour event. Therefore, for a given recurrence interval (i.e. 10-yr storm, 100-yr storm, etc.), the storm *duration* that produces the most flooding on Madison Street is a 2-hour storm.

To verify the observed flooding from a historic storm event, the April 2013 storm event was simulated. Rain gage information was obtained from the USGS's gage on Salt Creek at 22nd Street in Oak Brook, approximately 2.5 miles from the study site. For this event, the XPSWMM model predicts a flood elevation



MEMORANDUM

on Madison Street of 704.3. Survey information is not available at this time, however this appears to match well with observed conditions in which water inundated a reverse-slope driveway on the north side of Warren Court (see Figure 1 for approximate inundation limits). If survey elevation of the driveway's ridge is obtained, the model could be calibrated further. However, in our opinion it is representative of existing conditions and sufficiently detailed to analyze proposed improvement scenarios.

Key parameters of the Madison Street drainage system are summarized below:

- Total Drainage Area = 28ac
- Design HWL of Wedgewood Detention Basins = 703
- Simulated 100-Year Flood Elevation on Madison Street = 704.9
- Low point of Madison Street = ± 702 (determined by lowest contour)
- Maximum 100-yr flow through backpitched 18" sewer = 7 cfs

The Madison Street flood depths for various storm events are summarized below:

Table 1.

Madison Street Flood Depths (Existing Conditions)

<i>Storm Event</i>	<i>Storm Duration</i>	<i>XPSWMM - Simulated HWL (ft)</i>	<i>XPSWMM - Simulated Maximum Depth Madison Street* (ft)</i>	<i>XPSWMM - Simulated Duration of Ponding Madison Street (hours)</i>
2-year	2-hour (critical duration event)	702.5	0.5	<1
10-year		703.2	1.2	2.5
100-year		704.9	2.9	7
April 2013		704.3	2.3	9

* Based on low point of 702±

Proposed Improvements

Several alternatives were developed in the 2014 analysis, including various pumping and gravity sewer options. It was determined that a 30" gravity sewer option would provide an acceptable reduction in Madison Street flooding, and was preferred over pumping options for several reasons. The 30" storm sewer would be constructed in the rear yards of the homes between Madison Street and Monroe Street, and then north on Monroe Street to the north side of Ogden Avenue, where a new outfall would be constructed. The soils in the rear yard area are known to be poor, and settling of the storm sewer and potential backpitching of the pipe was a concern. However, it was decided that some backpitching of a 30" sewer is less significant than for the existing 18" sewer, and would be acceptable.



MEMORANDUM

Redevelopment of the Amlings site provides the opportunity to construct the proposed Madison Street storm sewer through the redevelopment site rather than following the path of the existing system. This is beneficial in several ways. It would reduce the length of sewer construction in the residential properties, which is always challenging and not an ideal location for long term maintenance. Locating the storm sewer in the redevelopment site also will allow the Wedgwood Court detention basin to discharge directly to the new sewer, rather than flowing through the Warren Court detention basin. This will not only improve the draindown time of the Wedgwood basin, but will also reduce Madison Street flooding by reducing the stormwater that flows through the Warren Court basin.

There are two main alternatives that have been evaluated that would utilize the Amlings site as part of the Madison Street drainage improvement, as described below:

Alternative 1 – Gravity Outfall Sewer

In previous 2014 meetings with the Village, it was agreed that the known presence of poor soils should not preclude the possibility of constructing a gravity storm sewer using traditional open cut construction techniques. The gravity sewer was identified as the most cost effective improvement for Madison Street flooding. The soils could cause the uneven settling of the new storm sewer, leading to backpitched pipes and reduces hydraulic effectiveness. However, it was agreed that while this is a significant concern for the existing 18" sewer, it is less of a concern with a 30" pipe. Furthermore, the current proposal will significantly reduce the length of sewer to be constructed through the known poor soils. With proper geotechnical investigation, it may be possible to identify and mitigate the problem soils in a more cost effective manner than previously thought. Therefore, this alternative will continue to rely on a gravity sewer solution. It is assumed that a detailed geotechnical analysis would be completed as part of the design of any selected alternative.

Alternative 1 includes the construction of a 30" gravity storm sewer from the Madison Street low point, flowing due west through the residential yards for a distance of approximately 330'. The existing 18" storm sewer in this alignment would be eliminated. Traditional open cut construction in this area is possible but would be highly disruptive; for the purpose of cost estimating, *we have assumed this section of sewer would be directionally bored*. At the 330' distance, the 30" storm sewer would turn and head north through the Amlings site as a 36" storm sewer. The alignment would be determined by the developer's engineer to correspond with their site utility plan, however we have assumed it would be located along the eastern and northern perimeter of the site.

Alternative 1 could include a reconfiguration of the discharge of the small detention basin located in the rear yard of 510 Wedgwood Court. Assuming the proposed 36" storm sewer was located along the east property line of the Amlings site, it would be in close proximity to the detention basin. This modification would reduce the draindown time of the basin, and would have a small benefit to Madison Street flooding.



MEMORANDUM

The existing Monroe Street storm sewer discharges to an overland drainageway approximately 115' north of the north Ogden Avenue curblineline. The proposed storm sewer would require a new outfall to the same drainageway. The location appears to be outside of the Ogden Avenue right of way; it is unknown if the Village has an easement in this location, or if a new easement on private property would need to be acquired. An IDOT permit would be required for the work within the Ogden Avenue right of way. It is assumed that the portion under the pavement would be bored, and that there would be no impact to Ogden Avenue utilities, therefore obtaining this permit should not be an issue.

There are two main issues with the viability of this alternative. The first is the potential need to acquire an easement to construct the outfall. This alternative does not work without the new outfall. The second issue is the possibility of increasing discharge rates to downstream properties due to the new outfall. This issue has been examined and the conclusions are summarized in the following sections of this memorandum.

Figure 2 shows a schematic of Alternative 1:



Figure 2 - Open Cut Gravity Storm Sewer



MEMORANDUM

Detailed cost estimates have not yet been prepared however, our opinion of probable cost estimates are as follows:

Alternative 1: \$800,000 - \$900,000

Alternative 2 – Underground Storage Vault

Previous studies examined locating an underground storage vault under Madison Street or the existing detention basin, and concluded that sufficient storage could not be provided at that location to significantly reduce flooding on Madison Street. Alternatives which increased conveyance out of the flooding area performed better. However, as described in Alternative 1, there are potential challenges of securing easements or permits to construct a new outfall. Alternative 2 considers the construction of an underground storage vault on the Amlings site. It has been assumed that a vault of approximately 1 ac-ft capacity can be accommodated on the site. The gravity storm sewer would still be required to convey water from Monroe Street into the vault. The purpose of the vault would be to temporarily hold the Madison Street stormwater and release it slowly so that the existing discharge rates entering the offsite property would not be increased.

A separate analysis described in a following section of this memorandum concludes that restricting flows may not be required. A short distance downstream of the outfall location, there is a floodplain area with a much larger contributing watershed. We have determined that Alternative 1 would not increase flow rates within the floodplain area or other areas downstream. The vault would simply allow it to be demonstrated that flows would not be increased anywhere, including the short stretch between the outfall and the floodplain area.

One potential benefit of Alternative 2 is that the existing outfall system could be utilized, and a new outfall across Ogden Avenue could be avoided. However, there are a few limitations. The connection point to the existing storm sewer system may be within the Ogden Avenue right of way. If so, the connection would require an IDOT permit. IDOT is likely to consider it a new connection and would perform a detailed review; approval of the new connection is not guaranteed. Using the existing outfall system also has elevation constraints. The connection point is higher than it would be if a new outfall were constructed, which results in higher invert elevations along the proposed storm sewer line. There are two impacts. One is that the proposed pipe would be higher than the existing 18" pipe that currently drains the Madison Street detention basin, so the existing pipe would likely have to remain in place. The second impact is that because the proposed pipe is higher, it has less conveyance capacity and somewhat reduces the effectiveness of the improvement at Madison Street.

For the hydraulic evaluation, we have assumed that this alternative would tie into the existing storm sewer at Ogden/Monroe Street. However, it should be noted that if the new outfall pipe was added to this Alternative, the results would be very similar to Alternative 1.



MEMORANDUM

Figure 3 shows a schematic of Alternative 2:



Figure 3 – Underground Storage Vault

Detailed cost estimates have not yet been prepared however, our opinion of probable cost estimates are as follows:

Alternative 2: \$1.1 Million - \$1.2 Million



MEMORANDUM

Summary of Results

Table 2. Modeling Summary of each Alternative

Alternative	Storm Event	Madison Street Flooding Depths			
		Maximum HWL ¹ (ft)	Maximum Depth ^{1,2} (ft)	Reduction from Existing Condition (ft)	Maximum Duration of Ponding ¹ (hours)
Existing	2-yr, 2-hr	702.5	0.5	---	<1
	2-yr, 24-hr	699.9	0	---	0
	10-yr, 2-hr	703.2	1.2	---	2.5
	10-yr, 24-hr	702.4	0.4	---	2.5
	100-yr, 2-hr	704.9	2.9	---	7
	100-yr, 24-hr	704.4	2.4	---	12
	April 2013	704.3	2.3	---	9
Alt.1	2-yr, 2-hr	698.5	0	4.0	0
	2-yr, 24-hr	698.0	0	1.9	0
	10-yr, 2-hr	699.7	0	3.5	0
	10-yr, 24-hr	698.4	0	4.0	0
	100-yr, 2-hr	703.2	1.2	1.7	1
	100-yr, 24-hr	699.0	0	5.0	0
	April 2013	702.3	0.3	2.0	0.5
Alt.2	2-yr, 2-hr	699.5	0	3.0	0
	2-yr, 24-hr	699.1	0	0.8	0
	10-yr, 2-hr	700.6	0	2.6	0
	10-yr, 24-hr	699.5	0	2.9	0
	100-yr, 2-hr	703.7	1.7	1.2	2.5
	100-yr, 24-hr	702.9	0.9	1.5	3
	April 2013	703.1	1.1	1.2	3

BOLD denotes critical duration storm event

¹ All results based on XPSWMM model simulations

² Depth based on assumed Madison Street low point = 702



MEMORANDUM

Downstream Watershed Analysis

Alternative 1 would install a new 30" storm sewer running from the low point on Madison Street to an eventual outfall into an existing overland drainageway located within a private property on the north side of Ogden Avenue. Runoff from Madison Street currently drains to this location, so Alternative 1 would not be a watershed diversion in any way. The improvements would allow runoff to be drained away from Madison Street quicker so that the recurring street flooding and associated damages can be minimized. However, the improvements would have the effect of removing a "restriction" on the system which creates unintended detention storage and has the effect of lowering the downstream discharges. Therefore, to allow Alternative 1 to be pursued further, an analysis of the downstream areas encompassing a larger watershed has been completed to quantify any impacts the project might create.

Alternative 1 would install a new 30" storm outfall at the same location as the existing outfall from the Monroe Street system. The exact routing of the proposed storm sewer is yet to be determined. The existing outfall flows through an overland drainage route for approximately 500' before joining with the Bronswood Cemetery Tributary, which is a regulatory floodplain. Figure 4 depicts the location of the existing outfall on the site in relation to the floodplain area:

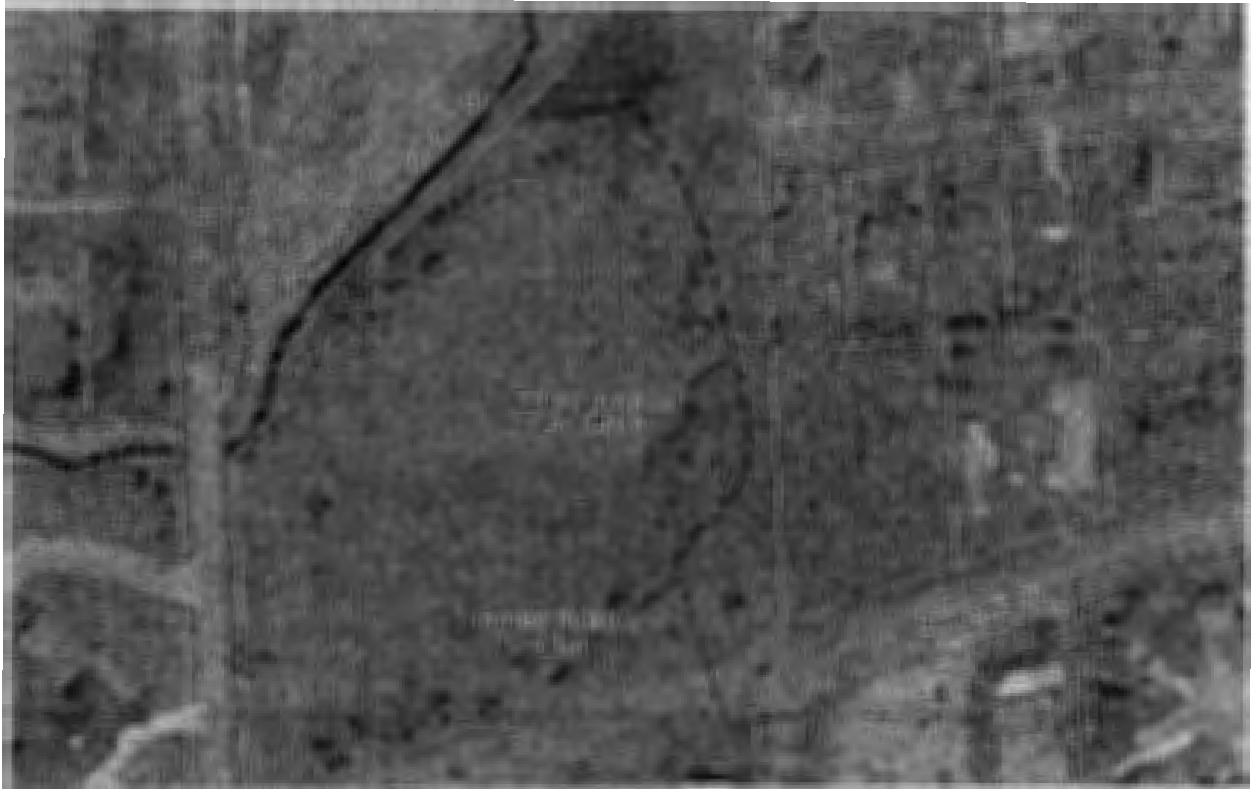


Figure 4 – Existing Outfall Route



MEMORANDUM

Alternative 1 would unavoidably increase flow rates in the overland flow route due to the addition of the new outfall pipe. There appear to be no structures in this area and no potential for flood damage. Although a hydraulic analysis of the overland route has not been completed, it is a broad flow route with a significant slope and appears to have sufficient capacity to convey the discharge from both outfall pipes. In our opinion, the increased flows would not significantly increase flood depths in the overland flow route. Table 3 shows the approximate increases in flow rate for the 2-hour design storms that would occur as a result of Alternative 1.

Table 3. Summary of Alternative 1 Peak Flow Increases through Overland Flow Route

<i>Storm Event</i>	<i>Existing Peak Flow Rate (cfs)</i>	<i>Proposed Peak Flow Rate (cfs)</i>
2-year, 2-hour	10.2	12.7
10-year, 2-hour	14.1	27.0
100-year, 2-hour	24.2	43.7

In our opinion, these peak flow increases are not significant because can easily be conveyed by the existing overland route and would not cause any flood damage or result in any increase in total runoff discharged through the property.

The watershed analysis also focused on any potential flow increases that would extend further downstream into the floodplain area. To complete this analysis, the XPSWMM modeling completed to analyze Madison Street was expanded to simulate the full watershed that contributes to the Bronswood Cemetery Tributary (Tributary) as it flows through the property north of Ogden Avenue where the Madison/Monroe Street system discharges. The watershed limits and hydrologic parameters were based upon modeling completed by DuPage County for their FEQ floodplain mapping. There are approximately 800 acres that drain into the Tributary where it crosses under IL Route 83 and enters the property north of Ogden Avenue. There are approximately 50 acres that drain through the Monroe Street storm outfall. Figure 5 depicts the watershed areas:



MEMORANDUM



Figure 5 – Watershed Areas

An XPSWMM model was created to simulate runoff from the +/- 800 acres draining to the Tributary, as well as the +/- 50 acres draining through the Monroe Street drainage system. The proposed improvements including the new 30" storm outfall was simulated as well. The XPSWMM model shows that where the two watersheds combine, the proposed improvements would not increase the peak flow rate in the Tributary. In fact, the model shows a slight reduction in peak flow, presumably due to draining the smaller 50 acre subbasin before the peak flow of the larger 800 acre subbasin reaches the location. The 10- and 100-year, 2-hour events were evaluated.

Based upon this evaluation, in our opinion the proposed Alternative 1 improvements would not require extensive permitting through DuPage County. There would be no impacts to the regulatory floodplain; if there are no impacts to wetlands (which is unknown at this time), Alternative 1 could avoid Special Management Area permitting altogether.

JJA/
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CHRISTOPHER B. BURKE ENGINEERING, LTD.
9575 W Higgins Road, Suite 600 Rosemont, Illinois 60018-4920 Tel (847) 823-0500 Fax (847) 823-0520

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

ENGINEERING PROFESSIONAL SERVICES
AGREEMENT
N. Madison Street Drainage Improvements
Professional Engineering Services

PROFESSIONAL SERVICES AGREEMENT

BETWEEN THE VILLAGE OF HINSDALE AND CHRISTOPHER B. BURKE
ENGINEERING LTD.

This Professional Services Agreement is entered into this 15th day of May 2018, by and between the Village of Hinsdale, an Illinois Municipal corporation (hereinafter referred to as the "Village") and Christopher B. Burke Engineering, Ltd. (hereinafter referred to as the "Engineer") (collectively referred to as the "Parties").

Whereas, the Village is seeking professional services for design engineering of the N. Madison Drainage Improvements (herein referred to as the "Project");

Whereas, Engineer submitted a Proposal dated 05/01/18 to provide said services for the Project;

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

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

SECTION 1. DEFINITIONS.

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

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

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

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

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

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

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

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

H. The term "Shall" is imperative.

I. The term "Project" means the scope, extent, or amount of services, deliverables, items, or labor related to design engineering of the N. Madison Drainage Improvements as more fully described of Exhibit "A" attached hereto.

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

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

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

SECTION 2. GENERAL REQUIREMENTS-ENGINEER.

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

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

C. Engineer shall not be performing any services with respect to construction oversight. Accordingly, Engineer shall have neither control over or charge of, nor be responsible for the means, methods, techniques, performance or sequence of

construction, nor the assurance of site or employee safety. The Village shall cause these contractor responsibilities to be set forth in any subsequent contract to be entered into for construction and installation. It shall be the authority of the Village, not the Engineer, to stop the work of any contractor or any subcontractor on the Project.

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

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

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

G. Engineer agrees to perform the services contemplated under this Agreement in a timely manner, with completion no later than 11/30/18.

SECTION 3. GENERAL REQUIREMENTS-VILLAGE.

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

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

SECTION 4. SCOPE OF SERVICES.

A. As more fully set forth in its proposal dated 05/01/18, attached hereto as Exhibit "A", Engineer agrees to provide all labor, materials, expertise, services and consultation related to design engineering, development of contract documents, and related services for the Project. Exhibit "A" is incorporated herein by reference except for the General

Terms and Conditions attached thereto and except to the extent any term in Exhibit "A" is inconsistent with the terms in this Agreement

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

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

A. Contract Amount.

Engineer agrees to provide the professional services and deliverables set forth in the Scope of Work, and the Village agrees to compensate Engineer for said performance, the Contract Amount of not-to-exceed \$75,970.00.

B. Hourly Rates and Costs.

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

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

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

SECTION 6. DELIVERY AND OWNERSHIP OF DOCUMENTS.

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

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

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

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

SECTION 7. INSURANCE.

A. Scope of Coverage and Amounts.

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

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

If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of this Agreement. In the event the policy is cancelled, not renewed or switched to an occurrence form, the Engineer shall provide 30 days written notice prior to the cancellation, non-renewal, or switch and the Engineer shall purchase supplemental extending reporting period coverage for a period of not less than

three (3) years.

B. Upon execution of this Agreement, Engineer shall furnish to the Village satisfactory proof of coverage of the above insurance requirements. Such proof shall consist of certificates executed by the respective insurance companies together with executed copies of an "Additional Insured Endorsement" in a form acceptable to the Village. Said certificates shall expressly provide that, for the duration of the Agreement, the insurance policy shall not be suspended, cancelled, or reduced in coverage or amount. In addition, said certificates shall list the Village and its corporate authorities, officials, agents and employees as an additional insured on all required insurance policies except the policy for professional liability and workers' compensation.

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

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

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

SECTION 8. CHANGES IN WORK.

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

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

SECTION 9. USE OF SUBCONTRACTORS AND CONFLICTS OF INTEREST.

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

SECTION 10. INDEMNIFICATION.

A. Engineer shall defend, hold harmless, and indemnify the Village, its corporate authorities, trustees, officers, directors, and employees from and against any and all injury, death, loss, property damage, judgments, liens, claims, suits, liabilities, actions, causes of action, demands, expenses, costs, or other liabilities of any character (including reasonable attorney's fees) arising in whole or in part, relating to or resulting from the: (a) failure to comply with, or violation of, any federal, state or local law, statute, regulation, rule, ordinance, order, or governmental directive; (b) acts, omissions or willful misconduct; (c) failure to comply with the terms, conditions, representations, or warranties contained in the Agreement; (d) infringement of any patent, trademark or copyright; and, e) performance under this Agreement by Engineer, its Subcontractors, or others performing or furnishing any Work directly or indirectly on Engineer's behalf. In connection with any such liabilities, the Village, their officers, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice and Engineer shall be solely liable for all costs, fees and expenses of such defense. The terms of this indemnity shall survive the suspension, expiration or termination of this Agreement.

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

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

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

SECTION 11. COMPLIANCE WITH LAWS.

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

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

1. Sexual Harassment Policy. Engineer certifies that it has a written sexual harassment policy defining sexual harassment as required in Section 2-105 of the Ill. Human Rights Act. 775 ILCS 5/1-105, *et seq.*
2. Tax Payments. Engineer certifies that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as set forth in 65 ILCS 5/11-42.1-1.
3. Equal Pay Act of 2003. Engineer, and all subcontractors thereof, shall at all times comply with the provisions of the Illinois Equal Pay Act of 2003, 820 ILCS 112/1, *et seq.*
4. Public Works Employment Discrimination Act. The Engineer certifies that it will comply with the Illinois Public Works Employment Discrimination Act (775 ILCS 10/0.01, *et seq.*) which prohibits unlawful discrimination by any entity in the contracting for or performance of all public contracts with the State of Illinois and all of its political subdivisions. As required by this State Act, all of its provisions are incorporated herein by reference and are reprinted below.
5. Illinois Human Rights Act-Equal Opportunity Clause. Engineer certifies that it is an "Equal Opportunity Employer" as defined by federal and state laws and regulations, and agrees to comply with the Illinois Department of Human Rights (IDHR) Equal Opportunity clause as required by the IDHR's Regulations (44 Ill. Admin. Code, Part 750, Appendix A), which is considered to be part of any public contract or purchase agreement. As required by State law and IDHR Regulation, the Equal Opportunity clause is reprinted below.

EQUAL EMPLOYMENT OPPORTUNITY

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

- 1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, military status, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- 2) That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules) of minorities and women in the areas from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- 3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, military status, or an unfavorable discharge from military service.
- 4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Engineer's obligations under the Illinois Human Rights Act and the Department's Rules. If any such labor organization or representative fails or refuses to cooperate with the Engineer in its efforts to comply with such Act and Rules, the Engineer will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations hereunder.
- 5) That it will submit reports as required by the Department's Rules, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules.
- 6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules.
- 7) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations

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

ILLINOIS PUBLIC WORKS EMPLOYMENT DISCRIMINATION ACT

10/1. Discrimination in employment prohibited

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

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

10/2. Deemed incorporated in contract

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

10/3. Includes independent contractors, etc.

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

10/4. Deduction from compensation

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

10/5. Recovery by injured person

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

10/6. Violations: punishment

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

10/7. To be inscribed in contract

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

10/8. Partial invalidity: construction

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

SECTION 12. SUSPENSION AND TERMINATION OF SERVICES.

A. Suspension of Work

The Village may, at any time, by written notice to the Engineer require the Engineer to stop all, or any part, of the Work required by the Agreement. Upon receipt of such a notice, the Engineer shall immediately comply with its terms and take all steps to minimize the occurrence of costs allocable to the Work covered by the notice. Engineer shall, upon receipt of notice of suspension, identify in writing all Work that must be completed prior to suspension of the Work, including all Work associated with suspension that must be performed. With respect to Work so identified by Engineer and approved by the Village, the Village will pay for the necessary and reasonable costs associated with that Work. Engineer shall not be entitled to any claim for lost profits due to the suspension of the Work by the Village.

B. Termination of Agreement

1. The Village reserves the right to terminate the whole or any part of this Agreement, without cause, upon ten (10) calendar day's written notice to the Engineer.
2. The Village reserves the right to terminate the whole or any part of this Agreement, upon ten (10) calendar day's written notice to the Engineer in the event of default by the Engineer.
 - a. Default is defined as the failure by Engineer to correct defective Work as required; the persistent failure to carry out the Work in accordance with the Agreement; or, the failure to make sufficient progress to endanger timely completion of the Work.
 - b. Engineer shall also be deemed in default if the Engineer: 1) is adjudged bankrupt or insolvent, or makes a general assignment for the benefit of creditors or if a trustee or receiver is appointed for the Engineer or for any of the Engineer's property on account of the Engineer's insolvency, and the Engineer or its successor in interest does not provide adequate assurance of future performance in accordance with the Agreement within 10 days of receipt of a request for assurance from the Village; 2) repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment; 3) repeatedly fails to make prompt payments to Subcontractors or suppliers at any tier, or for labor, materials or equipment; 4) disregards laws, ordinances, rules, codes, regulations, orders or similar requirements of any public entity having jurisdiction; or 5) otherwise violates any material term of the Agreement.
 - c. If Engineer shall assign this Agreement or abandon the Work or shall neglect or refuse to comply with the instructions of the Village relative thereto or shall fail in any manner to comply with the specifications or stipulations herein contained or if at any time the Village shall be of the opinion that the Work is unnecessarily delayed and will not be finished within the prescribed time, or that unnecessary inconvenience is being imposed upon the public or unnecessary expense is being incurred by the Village for inspection and supervision, the Village shall notify the Engineer, in writing, to that effect. If the Engineer does not, within five (5) calendar days thereafter, take such measures as will in the judgment of the Village ensure the satisfactory completion of the Work within the prescribed time or prevent unnecessary inconvenience to the public or prevent unnecessary expense to the Village, then the Village may take such actions as deemed necessary, at the cost to the Engineer, to correct such delay or, the may declare the Engineer to be in default and terminate the Agreement.
3. Upon receipt of notice of termination, Engineer shall identify in writing all Work that must be completed prior to termination of the Work, including all Work associated with termination that must be performed. Only with respect to Work so identified by Engineer and pre-approved by the Village, the Village will pay for the necessary and reasonable costs associated with that Work. Engineer shall not be entitled to any claim for lost profits due to the termination of the Work by the Village.

SECTION 13. NOTICES.

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

If to Village:

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

If to Engineer:

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

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

SECTION 14. MISCELLANEOUS PROVISIONS.**A. Assignment.**

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

B. Governing Law.

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

C. Captions.

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

D. Entire Agreement.

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

E. Waiver.

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

F. Third Party Beneficiaries.

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

F. Survival.

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

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

Accepted this ____ day of _____ 2018,

Engineering Consultant

By: _____

(Printed Name and Title)

Accepted this ____ day of _____ 2018,

The Village of Hinsdale, Illinois

By: _____

Kathleen A. Gargano, Village Manager

Exhibit A – Christopher B. Burke Engineering, Ltd. Proposal dated 05/01/18



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

May 1, 2018

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

Attention: Mr. Daniel Deeter, PE – Village Engineer

Subject: Proposal for Professional Engineering Services
Madison Street Drainage Improvements

Dear Mr. Deeter:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to provide this proposal for professional engineering services related to the Phase 2 design of the Madison Street Flood Improvements in the Village of Hinsdale (Village). Included in this proposal is our Understanding of Assignment, Scope of Services, and Estimated Fee

UNDERSTANDING OF THE ASSIGNMENT

CBBEL has previously completed a drainage analysis and concept report for several alternatives to alleviate flooding that occurs on Madison Street south of Odgen Avenue. We understand that the Village would like to move forward with the design and preparation of construction documents for the selected alternative, which includes constructing a 36" storm sewer from the Madison Street low point, through residential side yards, and into the Kensington School development site. Within the school site, the storm sewer will be routed into a proposed storage vault, and then discharge to the Monroe Street storm sewer. We will prepare construction plans, cost estimate, and bid documents for the project. There are several design elements that need to be verified and confirmed with the Village during the design process. In the residential side yards, we will evaluate the cost differential and identify impacts associated with open cut versus directional boring construction techniques. The Village will decide their preferred method. We will also update the drainage analysis as it relates to the outfall from the storage vault. The Village prefers to keep all construction outside of the Odgen Avenue right of way. This may require discharging to the smaller 18" sewer on Madison rather than the 24" line that crosses Odgen, and will impact sizing of the vault. We will determine the impacts and provide a technical memorandum summarizing the options, and the Village will decide the preferred alternative.

SCOPE OF SERVICES

Task 1 –Survey: This survey will include a topographic survey of the existing utilities and the proposed storm sewer route from Madison Street to the Kensington School development site. We have assumed the surveying for the redevelopment site will be available for our use. This task includes the following:

1. Horizontal Control: Utilizing state plane coordinates (NAD '83, Illinois East Zone, 2011 Adjustment); CBBEL will establish recoverable primary control.
2. Vertical Control: Establish site benchmarks for construction purposes, tied to the NAVD 88 Vertical Datum. A level circuit will be run throughout the project, establishing benchmarks and assigning a vertical datum on the horizontal control points.
3. Research at the Cook County Recorder's Office.
4. Field recon and survey to locate existing monumentation and Right-of-way evidence.
5. Analyze Record and Field Data necessary to compute approximate Right-of-Way throughout project limits.
6. All trees of 6 inch caliper or greater to be surveyed. Provide tree size, location and elevation on survey.
7. All above and below ground utilities including, but not limited to: water, sanitary sewer, storm sewer, telephone, electric, cable and gas, etc. Identify size, type, rim, and invert elevations.
8. Existing hardscape improvements located in the project limits including paving, curbs, light fixtures, walks, street signs, parking, fencing and gates, approximate R-O-W, and adjacent building façade & overhangs (if any).
9. Office calculations and plotting of field and record data.
10. Office contouring of field data and one-foot contour intervals.
11. Drafting of existing conditions Plan at a scale of 1"=20'.

Task 2 – Utility Coordination: CBBEL will identify utilities that may have facilities within the project limits and send a Preliminary Utility Request to all known utility companies to obtain pertinent information. Based on the information received from the utility companies, CBBEL will include locations of all facilities on the plans, identify potential conflicts with the proposed project and design the proposed improvements to minimize utility conflicts.

Task 3 – Drainage Design Alternatives: We will update the previously completed stormwater modeling to reflect the detailed surveying data, and to identify alternatives for the vault sizing and outfall location as described previously. We will identify the impacts on the vault sizing of connecting to the Monroe Street 18" sewer, the 24" sewer that crosses Ogden Avenue, or a new outfall to cross Ogden. The alternatives will be summarized in a technical memorandum for Village decision. Once the project details are established, the design will be finalized. The modeling will be updated for any design changes such as size, invert, alignment, etc., to verify that the project goals are being met.

Task 4 – Preliminary (65%) Engineering: CBBEL will prepare the preliminary (65%) plans and cost estimates for the project.

We estimate the following plan sheets will be required with associated work hours:

Sheet	No. of Sheets	Avg. Hours Per Sheet	Hours
Title Sheet	1	4	4
General Notes	1	8	8
Summary of Quantities	1	16	16
Alignment Ties & Benchmarks	1	8	8
Typical Sections	1	16	16
Existing Conditions/Removal Plan	2	10	20
Proposed Plan & Profile (scale 1"= 20')	4	12	48
Detention Vault Plan and Details	2	16	32
Landscape Plan	2	4	8
Soil, Erosion Control Plan	2	8	16
Construction Details	2	8	16
Cross Sections	1	8	8
Cost Estimates/Quantity Calculations	-	-	60
QA/QC Reviews	-	-	20
Total	20		280

Task 5 – Final (100%) Engineering: CBBEL will prepare the final (100%) bidding documents and cost estimates for the project.

We estimate the following plan sheets and work hours will be required to finalize the plans for bidding:

Sheet	No. of Sheets	Avg. Hours Per Sheet	Hours
Title Sheet	1	2	2
General Notes	1	2	2
Summary of Quantities	1	6	6
Alignment Ties & Benchmarks	1	1	1
Typical Sections	1	4	4
Existing Conditions/Removal Plan	2	4	8
Proposed Plan & Profile (scale 1"= 20')	4	8	32
Detention Vault and Plan Details	2	4	8
Landscape Plan	2	2	4
Soil, Erosion Control Plan	2	4	8
Construction Details	2	2	4
Cross Sections	1	4	4
Cost Estimates/Quantity Calculations	-	-	20
QA/QC Reviews	-	-	12
Specification	-	-	20
Total	20		135

Task 6 – Soil Testing: A Geotechnical Investigation will be performed by CBBEL's subconsultant, Testing Services Corporation (TSC). The Geotechnical Investigation will include 2 pavement cores and 4 soil borings to determine the existing structure of the pavement and condition of subgrade materials. TSC will also perform environmental tests to determine if soil meets CCDD requirements. A soils report will be provided.

Task 7 – Stormwater Pollution Prevention Plan (SWPPP): CBBEL will prepare and submit a NOI to the Illinois Environmental Protection Agency (IEPA) for the project site. In addition, CBBEL will prepare a SWPPP for the project in accordance with Part IV of the General NPDES Permit No. ILR10. Please note that completion of this task will require input from the project engineer and signed certification statements from all contractors, subcontractors, and the operator as identified in the SWPPP. This task also covers the submittal of an electronic copy of the SWPPP to the IEPA. As required by the NPDES Phase II Storm Water Construction General Permit (ILR10), an up-to-date copy of the SWPPP must be maintained on the project site during construction activities.

Task 8 – Bidding Assistance: CBBEL will advertise for bidding, distribute plans and specifications to all bidders, and hold a bid opening. CBBEL will review and tabulate all of the bids and make a recommendation of award.

Task 9 – Project Meetings and Coordination: Coordination meetings with the project team and the Village will be required to finalize the plans and specifications. We have budgeted for 3 meetings that will be attended by a water resources engineer and a civil engineer. If more than 3 meetings are necessary, they will be billed as out of scope services on a Time and Materials basis.

CONVERSION TO DESIGN / BUILD

If upon completion of Preliminary Engineering plans, or at any point during the work under this contract, the Village of Hinsdale wishes to convert this contract to a Design/Build Contract, CBBEL offers the services of Burke, LLC, a legal entity closely affiliated with CBBEL. CBBEL will terminate this contract and forfeit any remaining fee on the basis that Burke, LLC, CBBEL and the Village of Hinsdale will execute a PRICE AND SCHEDULE GUARANTEE based on the preliminary plans and cost estimate. Burke, LLC will act as the General Contractor / Construction Manager in accordance with the terms and conditions of a mutually acceptable CONSTRUCTION MANAGEMENT CONTRACT. Burke, LLC will work with the Village of Hinsdale to develop a mutually acceptable form of contract for construction services.

ESTIMATED FEE

The costs of the services provided are as follows and will not be exceeded without prior approval:

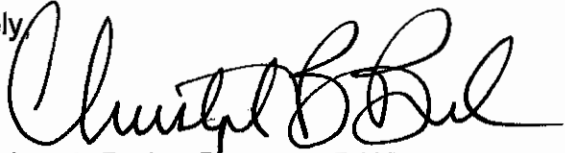
Task	Description	Cost
1	Survey	\$0 *
2	Utility Coordination	\$ 1,100
3	Drainage Design Alternatives	\$0 *
4	Preliminary (65%) Engineering	\$ 42,000
5	Final (100%) Engineering	\$ 20,250
6	Soil Testing	\$ 7,320
7	Stormwater Pollution Prevention Plan (SWPPP)	\$ 1,800
8	Bidding Assistance	\$ 800
9	Project Meetings and Coordination	\$ 2,200
	Direct Costs	\$ 500
	Total	\$ 75,970

* Covered under advanced contract

We will bill you at the hourly rates specified on the attached Schedule of Charges and establish our contract in accordance with the attached General Terms and Conditions. Direct costs for blueprints, photocopying, mailing, overnight delivery, messenger services and report compilation are not included in the fee estimate. These General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services. Please note that any requested meetings or additional services are not included in the preceding fee estimate and will be billed at the attached hourly rates.

Please sign and return one copy of this proposal as an indication of acceptance and notice to proceed. Please feel free to contact us anytime.

Sincerely,



Christopher B. Burke, PhD, PE, D.WRE, Dist.M.ASCE
President

Encl. Schedule of Charges
General Terms and Conditions

THIS PROPOSAL, SCHEDULE OF CHARGES AND GENERAL TERMS AND
CONDITIONS ACCEPTED FOR THE VILLAGE OF HINSDALE.

BY: _____

TITLE: _____

DATE: _____

CHRISTOPHER B. BURKE ENGINEERING, LTD.
STANDARD CHARGES FOR PROFESSIONAL SERVICES
JANUARY, 2018

<u>Personnel</u>	<u>Charges*</u> <u>(\$/Hr)</u>
Principal	265
Engineer VI	239
Engineer V	197
Engineer IV	160
Engineer III	144
Engineer I/II	113
Survey V	219
Survey IV	185
Survey III	162
Survey II	118
Survey I	93
Engineering Technician V	187
Engineering Technician IV	152
Engineering Technician III	137
Engineering Technician I/II	118
CAD Manager	166
Assistant CAD Manager	144
CAD II	144
CAD I	111
GIS Specialist III	139
GIS Specialist I/II	80
Landscape Architect	160
Environmental Resource Specialist V	206
Environmental Resource Specialist IV	160
Environmental Resource Specialist III	132
Environmental Resource Specialist I/II	108
Environmental Resource Technician	108
Administrative	101
Engineering Intern	61
Information Technician III	122
Information Technician I/II	110

Direct Costs

Outside Copies, Blueprints, Messenger, Delivery Services, Mileage Cost + 12%

*Charges include overhead and profit

Christopher B. Burke Engineering, Ltd. reserves the right to increase these rates and costs by 5% after December 31, 2018.

CHRISTOPHER B. BURKE ENGINEERING, LTD.
GENERAL TERMS AND CONDITIONS

1. Relationship Between Engineer and Client: Christopher B. Burke Engineering, Ltd. (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.

Furthermore, causes of action between the parties to this Agreement pertaining to acts of failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.

2. Responsibility of the Engineer: Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

3. Changes: Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.
4. Suspension of Services: Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the

extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

7. Reuse of Documents: All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

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

8. Standard of Practice: The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.
9. Compliance With Laws: The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. As such and with respect to ADA, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.

Any claim, dispute or other matter in question arising out of or related to this Agreement, which can not be mutually resolved by the parties of this Agreement, shall be subject to mediation as a condition precedent to arbitration (if arbitration is agreed upon by the parties of this Agreement) or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

The Client and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Requests for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

13. Successors and Assigns: The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
14. Waiver of Contract Breach: The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
15. Entire Understanding of Agreement: This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void & without effect to the extent they conflict with the terms of this Agreement.
16. Amendment: This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".

24. Client's Responsibilities: The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Client agrees to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services which the Client may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Client.

The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss. The Client also agrees to require the Contractor to provide to the Engineer the required certificate of insurance.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants as additional insureds on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and noncontributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

In the event the foregoing requirements, or any of them, are not established by the Client and met by the Contractor, the Client agrees to indemnify and hold harmless the Engineer, its employees, agents, and consultants from and against any and all Losses which would have been indemnified and insured against by the Contractor, but were not.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are

Kotecki Waiver. Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, including without limitation claims under the Illinois Structural Work Act, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Owner and Engineer and their agents, employees and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that Illinois law prohibits indemnity for the Indemnitees' own negligence. The Owner and Engineer are designated and recognized as explicit third party beneficiaries of the Kotecki Waiver within the general contract and all subcontracts entered into in furtherance of the general contract.

28. Job Site Safety/Supervision & Construction Observation: The Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Client agrees that the Contractor shall supervise and direct the work efficiently with his/her best skill and attention; and that the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and safety at the job site. The Client agrees and warrants that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and that the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby. The Engineer shall have no authority to stop the work of the Contractor or the work of any subcontractor on the project.

When construction observation services are included in the Scope of Services, the Engineer shall visit the site at intervals appropriate to the stage of the Contractor's operation, or as otherwise agreed to by the Client and the Engineer to: 1) become generally familiar with and to keep the Client informed about the progress and quality of the Work; 2) to strive to bring to the Client's attention defects and deficiencies in the Work and; 3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. If the Client desires more extensive project observation, the Client shall request that such services be provided by the Engineer as Additional and Supplemental Construction Observation Services in accordance with the terms of this Agreement.

The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the



TESTING SERVICE CORPORATION

Corporate Office

360 South Main Place, Carol Stream, IL 60188-2404
630.462.2600 • Fax 630.653.2988

April 26, 2018

Mr. Jason G. Souden, P.E.
Christopher B. Burke Engineering, Ltd.
9575 West Higgins Road Suite 600
Rosemont, IL 60018-4920

RE: P.N. 60,690
Geotechnical Exploration and
Environmental Analysis for LPC-662/663
Storm Sewer Improvements
Including Underground Detention
SEC Ogden Avenue & Monroe Street
Hinsdale, Illinois

Dear Mr. Souden:

Testing Service Corporation (TSC) is pleased to submit this proposal to provide Geotechnical Engineering Services for the above captioned project. It is in response to your email dated April 23, 2018. The objectives of the Geotechnical Study are to explore soil and groundwater conditions and provide recommendations in connection with the proposed storm sewer improvements including underground detention design. An alternate is also included for Environmental Analysis in connection with IEPA LPC-662/663 Forms.

Boring Program:

We are proposing to drill five (5) soil borings as part of our Geotechnical Exploration, as indicated on the boring location plan attached. They are to be extended to 15 feet below existing grade, with total drilling footage on this basis estimated to be about 75 lineal feet. Two (2) pavement cores with subgrade samples are to also be taken as shown.

For the purposes of this proposal we have assumed that the boring locations will be accessible to conventional drilling equipment. In this regard, they should not be located in standing water, within wooded or landscaped areas, or on steeply sloping ground. No provisions have been made for tree/brush clearing or other obstruction removal should borehole access be impeded. Landscape restoration (if required) is also not included in the project budget.

TSC will utilize personnel who are trained in layout procedures to stake the borings and cores in the field. Ground surface elevations for each borehole will be determined by GPS using a Trimble G8 GNSS receiver. Utility clearance for them will be obtained by contacting JULIE (Joint Utility Locating Information for Excavators). Private and/or interior underground utility lines will have to be marked by the property owner or their agents; a private locator can be hired for an added cost if necessary.

Soil samples will primarily be obtained by split-spoon methods, with thin-walled tubes also taken if conditions dictate. Sampling will be performed at 2½-foot intervals for at least the first 15 feet and not exceed 5-foot intervals below this level. A representative portion of the split-spoon samples will be placed in a glass jar with screw-type lid for transportation to our laboratory. Groundwater

Providing a Full Range of Geotechnical Engineering, Environmental Services, and Construction Materials Engineering & Testing

observations will also be made during and following completion of drilling operations, with the boreholes in pavement areas to be backfilled immediately and any in pavement areas also patched at the surface.

Laboratory Testing:

Samples obtained from the borings and cores will be examined by experienced laboratory personnel in order to verify field descriptions as well as to visually classify in accordance with the Unified Soil Classification System. Laboratory testing will include moisture content and dry unit weight determinations as well as measurements of unconfined compressive strength by direct or indirect methods, as appropriate. Other tests deemed to be necessary by TSC's Project Engineer may also be recommended for your approval.

Engineering Report:

Upon completion of drilling and testing, you will receive an engineering report summarizing field and laboratory test data, including boring logs and a location plan. The report will address anticipated soil and groundwater conditions impacting storm sewer improvements, based upon the information obtained from the borings. It will also provide recommendations to guide design and specification preparation pertaining to geotechnical issues relevant to the structure or purpose described in this proposal. These may include the following:

- General earthwork and construction considerations.
- Remedial work and/or treatment of unstable or unsuitable soil types.
- Fill placement and compaction requirements.
- Foundation type, capacity and depth/elevation (underground detention).
- Anticipation and management of groundwater.

Local ordinances may require an estimate of the seasonal high groundwater table (SHGWT) and / or soil infiltration rates at the site. TSC can provide an estimated SHGWT based on soil morphology (mainly color and associated mottling) and water level observations in our borings. Infiltration rates can also be estimated based on soil types and gradations, to often be relatively low for silt and clay deposits which predominate in northeastern Illinois. Dependent upon the subsurface conditions revealed, additional work may be required to provide more accurate determinations; you would be contacted before we proceeded with any additional work.

POTENTIALLY IMPACTED PROPERTY (PIP) EVALUATION & ENVIRONMENTAL SOIL ANALYSIS FOR LPC-662 OR LPC-663 FORM:

Testing Service Corporation (TSC) will perform a "Potentially Impacted Property" (PIP) evaluation for completion of the LPC-662 Form and, if necessary, provide sampling and laboratory analyses for completion of the LPC-663 Form.

Uncontaminated soil including uncontaminated soil mixed with clean construction or demolition debris (CCDD) accepted at a CCDD fill operation must be certified to be uncontaminated soil in accordance with Section 22.51(f)(2)(B) of the Environmental Protection Act [415 ILCS 5/22.51(f)(2)(B)].

Uncontaminated soil accepted at an uncontaminated soil fill operation (USFO) must be certified to be uncontaminated soil in accordance with Section 22.51a(d)(2)(B) of the Environmental Protection Act [415 ILCS 5/22.51a(d)(2)(B)]. These certifications must be made by a licensed professional engineer or geologist (PE/PG) using the attached Form LPC-663 when the soil is removed from a site which is determined by the PE/PG to be a "Potentially Impacted Property" (PIP) based on review of readily ascertainable property history, environmental databases and site reconnaissance. Uncontaminated soil from a site which is not identified as a PIP by the PE/PG may be certified by either the source site owner or operator using LPC-662 with pH analysis only.

STEP ONE: Potentially Impacted Property (PIP) Evaluation

TSC will evaluate current Federal and State environmental agency records for the site by obtaining a First Radius Map Report from Environmental Data Resources, Inc. (EDR). Review of the Radius Map Report assists in identifying potential contamination sources from the project site as well as nearby properties which may cause it to be considered a PIP. TSC will also perform a reconnaissance to evaluate the site and surrounding area for evidence of the use or release of hazardous substances or petroleum products. Soil samples collected from the borings will be analyzed for pH.

Based on the results of this review, the TSC Professional Geologist conclude if the source site is a PIP. If the source site is not identified as a PIP and pH analysis meet requirements, TSC will prepare a letter discussing the reviewed information and recommend that the Owner or Operator sign the LPC-662 Form certifying that the site is not a PIP and the soil is presumed to be uncontaminated. This form is acceptable at most Uncontaminated Soil Fill Operation (USFO) facilities.

STEP TWO: LPC-663 Analytical Testing (if required)

In the event that the source site (or portions thereof), is identified as a PIP, the owner is unwilling to sign the LPC-662 form or the prospective USFO facility selected for disposal of the soil requires analysis for acceptance of the soil, TSC will perform additional soil analysis for completion of the LPC-663 form at additional costs outlined in this proposal. Soil samples are to be collected from zones to be excavated as part of the proposed site improvements. Immediately upon removing the soil from the sampler, a representative portion will be placed in a clean glass sample jar and kept cool for possible analytical testing. A second portion will be broken up to maximize surface area and placed in a separate clean jar which is covered with an aluminum foil liner. A headspace analysis will be performed on the second samples, i.e. a photo-ionization detector (PID) used to check for the presence of volatile organic vapors.

The number of samples analyzed and the parameters of the analytical testing will be based upon the Potentially Impacted Property evaluation. For proposal purposes, it is assumed that two (2) samples will be analyzed for volatile organic compounds (VOCs), polynuclear aromatic hydrocarbons (PNAs), total RCRA Metals and pH. If additional samples or analytical parameters are appropriate in the judgement of the PE/PG based on the records review, site reconnaissance or PID screening, additional samples will be collected at that time, however the costs of analysis will be discussed with the client prior to analysis. Selected samples will be placed in laboratory supplied jars or vials and properly preserved in a cooler on ice. They will be shipped to an analytical laboratory following standard chain-of-custody procedures. The list of analytical parameters noted are acceptable at the majority of local USFO facilities although analysis of additional parameters may be required by some USFO facilities. If possible we recommend that the CCDD/USFO facility destination to be used for a particular project be contacted to verify that the analytical parameters proposed will be sufficient. Additional cost for analysis of the full MAC list is listed as an optional item in Cost Estimate.

The analytical results will be compared to Maximum Allowable Concentrations of Chemical Constituents in Uncontaminated Soil Used as Fill Material At Regulated Fill Operations (MACs) as presented in 35 IAC 1100.Subpart F.

It should be noted that if one or more total metals concentrations exceed their respective MAC, addition analysis of the TCLP or SPLP extract may be performed for those metals. In accordance with 35IAC1100.610(b)(3)(C), as an alternative to the MAC value, compliance verification may be determined by comparing soil sample extraction results by TCLP or SPLP to the respective TACO Class 1 Soil Component of the Groundwater Ingestion Exposure Route Objective in 35IAC742 Appendix B, Table A. TSC will perform this additional analysis if all other parameters with the exception of the metal(s) meet the MACs.

A summary report will be prepared which describes the sampling procedures and results of the analytical laboratory testing. If all analytical results meet their respective MACs, Form LPC-663 will be filled out and signed by a Licensed Professional Engineer or Geologist. The report will be included as an attachment to it.

Please note that our signing of Form LPC-663 is contingent upon all constituents meeting their respective MACs. If any constituent exceeds the MACs, the Licensed Professional Engineer or Geologist will not be able to certify the soil as uncontaminated. In that event, additional analysis may be required in connection with disposal at a Subtitle D landfill, at additional cost for consulting, analytical testing and completion of the waste profile.

If the analytical results exceed the MACs or TACO Objective which prevent certification of the soil as uncontaminated, additional analysis may be required in connection with disposal of the soil at a Subtitle D landfill. There will likely be an additional charge for associated consulting, analytical testing and completion of the waste profile.

Fees and Scope:

In accordance with the Cost Estimate attached, TSC is proposing a not-to-exceed budget amount of Four Thousand Five Hundred Dollars (\$4,500.00) to provide the Geotechnical Exploration outlined above. The PIP evaluation with pH analysis for completion of the LPC-662 Form would be One Thousand Two Hundred Dollars (\$1,200.00). If the PIP evaluation requires additional analytical testing, the additional analysis and completion of the LPC-663 Form is estimated at One Thousand Six Hundred and Twenty Dollars (\$1,620.00), for a total cost of up to Two Thousand Eight Hundred and Twenty Dollars (\$2,820.00) per a second cost estimate.

Our proposal is based on the understanding that: the boring locations are accessible to a conventional truck or All-Terrain Vehicle (ATV) mounted drill; none of the borings will be located in standing water, in wooded or landscaped areas or on steeply slopping ground; and that the work can be performed during standard business hours. Our fee is further subject to this proposal being accepted by you on or before June 30, 2018.

Should the study reveal unexpected subsurface conditions requiring a change in the scope of work, you will be contacted before we proceed with any additional work. Our invoice would then be based on the unit rates given in the attached Cost Estimate or as otherwise agreed upon. While our quoted fee does not include earthwork, excavation, and/or footing observations during the construction phase, the project budget should include a provision for these services. Plan review, preconstruction meetings and/or other consulting and professional services that are provided subsequent to delivery of TSC's report would be covered by separate invoice.

Closure:

The geotechnical services being performed are subject to TSC's attached General Conditions. Unless stated otherwise, TSC fees include all state and federal taxes and permits that may be required. However, they do not include any license, permit or bond fees that local governments may impose. The local fees, if any, will be added to the invoice. Unless we receive written instructions to the contrary, invoices will be sent to:

Mr. Jason G. Souden, P.E.
Christopher B. Burke Engineering, Ltd.
9575 West Higgins Road Suite 600
Rosemont, IL 60018-4920
Tel: (847) 823-0500
Email: jsouden@cbbel.com

If this proposal meets with your approval, please indicate your acceptance by signing one copy and returning it to our Carol Stream, Illinois office. It would be helpful if you could also complete the attached Project Data form indicating who is to receive copies of TSC's report and other related information.

Your consideration of our proposal is appreciated. We look forward to being of service to you on this project.

Respectfully submitted,

TESTING SERVICE CORPORATION



Michael V. Machalinski, P.E.
Vice President



Kathy Schimick
Customer Relations

MVM:KJS:lm

Enc: Cost Estimates
Boring Location Plan
General Conditions
Project Data Sheet

cc: Mr. Jeff Julkowski
Christopher B. Burke Engineering, Ltd.
Email: jjulkowski@cbbel.com

PLEASE CHECK IF DESIRED

☐ Potentially Impacted Property Evaluation (PIP) AND LPC-662/663 ANALYSIS

Approved and accepted for _____ by:

(NAME)

(TITLE)

(DATE)

COST ESTIMATE
Storm Sewer Improvements
Including Underground Detention
SEC Ogden Avenue & Monroe Street
Hinsdale, Illinois

ITEM		UNITS	QTY	RATE	COST
STAKING AND UTILITY CLEARANCE					
1.1	Layout Person to Mark Boring Locations, Obtain Surface Elevations and/or Arrange for Clearance of Underground Utilities	Hour	2. 5	110.00	\$ 275.00
1.2	Private Locator to Mark Private and/or Interior Underground Utility Lines	Cost + 10%	0	850.00	\$ 0.00
DRILLING AND SAMPLING					
2.1	Drill Mounted on Truck or ATV with Two-Person Crew (Portal-to-Portal)	Lump Sum	1	3,000.00	\$ 3,000.00
LABORATORY TESTING					
3.1	Examine Samples to Describe by Textural System and Classify Using the Unified Soil Classification System	Each	32	4.00	\$ 128.00
3.2	Water Content Determination (Includes Pocket Penetrometer Reading on Cohesive Samples)	Each	30	7.00	\$ 210.00
3.3	Unconfined Compressive Strength of Cohesive Soils (or Torvane Shear Strength Measurement)	Each	6	14.00	\$ 84.00
3.4	Dry Unit Weight Determination	Each	6	7.00	\$ 42.00
3.5	Pavement Core Description	Each	2	15.00	\$ 30.00
ENGINEERING SERVICES					
4.1	Prepare Geotechnical Report with Boring Logs and Location Plan	Lump Sum	1	750.00	\$ 750.00
4.2	Senior Engineer to Consult or Attend Project Meetings	Hour	0. 0	180.00	\$ 0.00
ESTIMATED TOTAL:					\$ 4,519.00
RECOMMENDED BUDGET:					\$ 4,500.00

COST ESTIMATE
PIP EVALUATION FOR LPC-662 AND LPC-663 ANALYSIS

ITEM		UNITS	QTY	RATE	COST
STEP 1: RECORDS REVIEW, SITE RECONNAISSANCE & PH ANALYSIS FOR PIP EVALUATION					
1.1	PIP Evaluation, Select Samples for Analysis & Completion of LPC-662 Form for Owners Signature if Site is not Identified as a PIP.	Lump Sum	1.0	1,200.00	\$ 1,200.00
STEP 2: IF A PIP IS IDENTIFIED, BELOW ARE ADDITIONAL COSTS FOR LPC-663 ANALYSIS					
ANALYTICAL TESTING FOR LPC-663 FORM					
2.1	VOCs, PNAs, RCRA Metals & pH @ Standard 5 to 7 Business Day Turnaround (Analysis Dependent on Contaminants of Concern Identified in PIP Evaluation)	Each	2	500.00	\$ 1,000.00
2.2	Surcharge for Expedited 2-3 Business Day Turnaround	Each	0	100%	\$ 0.00
2.3	TCLP/SPLP Analysis of Metals which exceed MACs, if required. (Cost dependent on specific metals analyzed)	Each	0	\$100 Extraction + \$36/metal	\$ 0.00
2.4	Analytical testing for full MAC list, required at some CCDD/USFO facilities @ Standard 5 to 7 Business Day Turnaround	Each	0	1,642.00	\$ 0.00
2.5	Environmental Personnel to Screen Samples with PID	Hour	1	120.00	\$ 120.00
REPORTING SERVICES					
3.1	Professional Geologist for Project Management and Prepare Summary Report, with P.G. Signed Form LPC-663, if uncontaminated.	Lump Sum	1	500.00	\$ 500.00
3.2	Additional Analytical Testing and Completion of Waste Profile if Soil is Landfilled	Est.	0.0	600.00	\$ 0.00
ESTIMATED COST OF PIP EVALUATION AND LPC-662 FORM					\$ 1,200.00
ADDITIONAL ESTIMATED COST OF SERVICES FOR COMPLETION OF LPC-663 FORM IF PIP IS IDENTIFIED (STANDARD TAT):					\$ 1,620.00
ESTIMATED TOTAL COST FOR PIP EVALUATION & LPC-663 SERVICES (STANDARD TAT):					\$ 2,820.00

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Page 1-5

5x15 = 75%

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5/14/25

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TESTING SERVICE CORPORATION

GENERAL CONDITIONS

Geotechnical and Construction Services

1. PARTIES AND SCOPE OF WORK: If Client is ordering the services on behalf of another, Client represents and warrants that Client is the duly authorized agent of said party for the purpose of ordering and directing said services, and in such case the term "Client" shall also include the principal for whom the services are being performed. Prices quoted and charged by TSC for its services are predicated on the conditions and the allocations of risks and obligations expressed in these General Conditions. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services ordered by Client are adequate and sufficient for Client's intended purpose. Unless otherwise expressly assumed in writing, TSC's services are provided exclusively for client. TSC shall have no duty or obligation other than those duties and obligations expressly set forth in this Agreement. TSC shall have no duty to any third party. Client shall communicate these General Conditions to each and every party to whom the Client transmits any report prepared by TSC. Ordering services from TSC shall constitute acceptance of TSC's proposal and these General Conditions.

2. SCHEDULING OF SERVICES: The services set forth in this Agreement will be accomplished in a timely and workmanlike manner. If TSC is required to delay any part of its services to accommodate the requests or requirements of Client, regulatory agencies, or third parties, or due to any cause beyond its reasonable control, Client agrees to pay such additional charges, if any, as may be applicable.

3. ACCESS TO SITE: TSC shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as a result of its services or the use of its equipment; however, TSC has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires TSC to restore the site to its former condition, TSC will, upon written request, perform such additional work as is necessary to do so and Client agrees to pay to TSC the cost thereof plus TSC's normal markup for overhead and profit.

4. CLIENT'S DUTY TO NOTIFY ENGINEER: Client represents and warrants that Client has advised TSC of any known or suspected hazardous materials, utility lines and underground structures at any site at which TSC is to perform services under this Agreement. Unless otherwise agreed in writing, TSC's responsibility with respect to underground utility locations is to contact the Illinois Joint Utility Locating Information for Excavators for the location of public, but not private, utilities.

5. DISCOVERY OF POLLUTANTS: TSC's services shall not include investigation for hazardous materials as defined by the Resource Conservation Recovery Act, 42 U.S.C. § 6901, et seq., as amended ("RCRA") or by any state or Federal statute or regulation. In the event that hazardous materials are discovered and identified by TSC, TSC's sole duty shall be to notify Client.

6. MONITORING: If this Agreement includes testing construction materials or observing any aspect of construction of improvements, Client's construction personnel will verify that the pad is properly located and sized to meet Client's projected building loads. Client shall cause all tests and inspections of the site, materials and work to be timely and properly performed in accordance with the plans, specifications, contract documents, and TSC's recommendations. No claims for loss, damage or injury shall be brought against TSC unless all tests and inspections have been so performed and unless TSC's recommendations have been followed.

TSC's services shall not include determining or implementing the means, methods, techniques or procedures of work done by the contractor(s) being monitored or whose work is being tested. TSC's services shall not include the authority to accept or reject work or to in any manner supervise the work of any contractor. TSC's services or failure to

perform same shall not in any way operate or excuse any contractor from the performance of its work in accordance with its contract. "Contractor" as used herein shall include subcontractors, suppliers, architects, engineers and construction managers.

Information obtained from borings, observations and analyses of sample materials shall be reported in formats considered appropriate by TSC unless directed otherwise by Client. Such information is considered evidence, but any inference or conclusion based thereon is, necessarily, an opinion also based on engineering judgment and shall not be construed as a representation of fact. Subsurface conditions may not be uniform throughout an entire site and ground water levels may fluctuate due to climatic and other variations. Construction materials may vary from the samples taken. Unless otherwise agreed in writing, the procedures employed by TSC are not designed to detect intentional concealment or misrepresentation of facts by others.

7. DOCUMENTS AND SAMPLES: Client is granted an exclusive license to use findings and reports prepared and issued by TSC and any sub-consultants pursuant to this Agreement for the purpose set forth in TSC's proposal provided that TSC has received payment in full for its services. TSC and, if applicable, its sub-consultant, retain all copyright and ownership interests in the reports, boring logs, maps, field data, field notes, laboratory test data and similar documents, and the ownership and freedom to use all data generated by it for any purpose. Unless otherwise agreed in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after submission of TSC's report.

8. TERMINATION: TSC's obligation to provide services may be terminated by either party upon (7) seven days prior written notice. In the event of termination of TSC's services, TSC shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses. The terms and conditions of these General Conditions shall survive the termination of TSC's obligation to provide services.

9. PAYMENT: Client shall be invoiced periodically for services performed. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to in writing for valid cause within sixty (60) days at the rate of twelve (12%) per annum (or the maximum interest rate permitted by applicable law, whichever is the lesser) until paid and TSC's costs of collection of such accounts, including court costs and reasonable attorney's fees.

10. WARRANTY: TSC's professional services will be performed, its findings obtained and its reports prepared in accordance with those General Conditions and with generally accepted principles and practices. In performing its professional services, TSC will use that degree of care and skill ordinarily exercised under similar circumstances by members of its profession. In performing physical work in pursuit of its professional services, TSC will use that degree of care and skill ordinarily used under similar circumstances. This warranty is in lieu of all other warranties or representations, either express or implied. Statements made in TSC reports are opinions based upon engineering judgment and are not to be construed as representations of fact.

Should TSC or any of its employees be found to have been negligent in performing professional services or to have made and breached any express or implied warranty, representation or contract, Client, all parties claiming through Client and all parties claiming to have in any way relied upon TSC's services or work agree that the maximum aggregate amount of damages for which TSC, its officers, employees and agents shall be liable is limited to \$50,000 or the total amount of the fee paid to TSC for its services performed with respect to the project, whichever amount is greater.

In the event Client is unwilling or unable to limit the damages for which TSC may be liable in accordance with the provisions set forth in the preceding paragraph, upon written request of Client received within five days of Client's acceptance of TSC's proposal together with payment of an additional fee in the amount of 5% of TSC's estimated cost for its services (to be adjusted to 5% of the amount actually billed by TSC for its services on the project at time of completion), the limit on damages shall be increased to \$500,000 or the amount of TSC's fee, whichever is the greater. This charge is not to be construed as being a charge for insurance of any type, but is increased consideration for the exposure to an award of greater damages.

11. INDEMNITY: Subject to the provisions set forth herein, TSC and Client hereby agree to indemnify and hold harmless each other and their respective shareholders, directors, officers, partners, employees, agents, subsidiaries and division (and each of their heirs, successors, and assigns) from any and all claims, demands, liabilities, suits, causes of action, judgments, costs and expenses, including reasonable attorneys' fees, arising, or allegedly arising, from personal injury, including death, property damage, including loss of use thereof, due in any manner to the negligence of either of them or their agents or employees or independent contractors. In the event both TSC and Client are found to be negligent or at fault, then any liability shall be apportioned between them pursuant to their pro rata share of negligence or fault. TSC and Client further agree that their liability to any third party shall, to the extent permitted by law, be several and not joint. The liability of TSC under this provision shall not exceed the policy limits of insurance carried by TSC. Neither TSC nor Client shall be bound under this indemnity agreement to liability determined in a proceeding in which it did not participate represented by its own independent counsel. The indemnities provided hereunder shall not terminate upon the termination or expiration of this Agreement, but may be modified to the extent of any waiver of subrogation agreed to by TSC and paid for by Client.

12. SUBPOENAS: TSC's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay TSC pursuant to TSC's then current fee schedule for any TSC employee(s) subpoenaed by any party as an occurrence witness as a result of TSC's services.

13. OTHER AGREEMENTS: TSC shall not be bound by any provision or agreement (i) requiring or providing for arbitration of disputes or controversies arising out of this Agreement or its performance, (ii) wherein TSC waives any rights to a mechanics lien or surety bond claim; (iii) that conditions TSC's right to receive payment for its services upon payment to Client by any third party or (iv) that requires TSC to indemnify any party beyond its own negligence. These General Conditions are notice, where required, that TSC shall file a lien whenever necessary to collect past due amounts. This Agreement contains the entire understanding between the parties. Unless expressly accepted by TSC in writing prior to delivery of TSC's services, Client shall not add any conditions or impose conditions which are in conflict with those contained herein, and no such additional or conflicting terms shall be binding upon TSC. The unenforceability or invalidity of any provision or provisions shall not render any other provision or provisions unenforceable or invalid. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois. In the event of a dispute arising out of or relating to the performance of this Agreement, the breach thereof or TSC's services, the parties agree to try in good faith to settle the dispute by mediation under the Construction Industry Mediation Rules of the American Arbitration Association as a condition precedent to filing any demand for arbitration, or any petition or complaint with any court. Paragraph headings are for convenience only and shall not be construed as limiting the meaning of the provisions contained in these General Conditions.



TESTING SERVICE CORPORATION

GENERAL CONDITIONS ENVIRONMENTAL SERVICES

1. PARTIES AND SCOPE OF WORK: "This Agreement" consists of Testing Service Corporation's ("TSC") proposal, TSC's Schedule of Fees and Services, client's written acceptance thereof, if accepted by TSC, and these General Conditions. The terms contained in these General Conditions are intended to prevail over any conflicting terms in this Agreement. "Client" refers to the person or entity ordering the work to be done or professional services to be rendered by TSC (except where distinction is necessary, either work or professional services are referred to as "services" herein). If Client is ordering the services on behalf of another, Client represents and warrants that Client is the duly authorized agent of said party for the purpose of ordering and directing said services, and in such case the term "Client" shall also include the principal for whom the services are being performed. Prices quoted and charged by TSC for its services are predicated on the conditions and the allocations of risks and obligations expressed in these General Conditions. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services ordered by Client are adequate and sufficient for client's intended purpose. *John* ~~Client shall communicate these General Conditions to each and every third party to whom the Client transmits any report prepared by TSC.~~ Unless otherwise expressly assumed in writing, TSC shall have no duty to any third party, and in no event shall TSC have any duty or obligation other than those duties and obligations expressly set forth in this Agreement. Ordering services from TSC shall constitute acceptance of TSC's proposal and these General Conditions.

2. HAZARDOUS SUBSTANCES: TSC's professional services shall include limited visual observation, laboratory analyses or physical testing for the purpose of detection, quantification or identification of the extent, if any, of the presence of hazardous substances, materials or waste, petroleum products, asbestos-containing materials or lead based paint as specifically set forth in TSC's proposal. Hazardous materials, substances or waste (all cumulatively referred to herein as "hazardous substances") include those defined as such in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601 et seq., ("CERCLA"), the Resource Conservation Recovery Act, 42 U.S.C. § 6901 et seq., as amended, ("RCRA") or by a state or Federal Environmental Protection Agency ("EPA"), including but not limited to §§ 3.14 - 3.15 of the Illinois Environmental Protection Act, 415 ILCS 6/3.14 and 3.15 (West, 1994). "Contaminants" as used herein shall refer to hazardous substances, asbestos-containing materials, petroleum products, lead based paint and the like. "Polluted" as used herein shall mean containing contaminants. Unless specifically set forth in TSC's proposal, nothing contained in this agreement shall, however, be construed or interpreted as requiring TSC to assume the status of a generator, transporter,

treater, storer, as those terms appear within RCRA or within any Federal or state statute or regulation. Client assumes full responsibility of compliance with CERCLA, RCRA and any other Federal or state statute or regulation governing the generation, handling, storage, transportation, treatment and disposal of contaminants or other refuse.

3. SCHEDULING OF SERVICES: The services set forth in this Agreement will be accomplished in a timely and workmanlike manner. If TSC is required to delay any part of its services to accommodate the requests or requirements of Client, regulatory agencies, or third parties, or due to any cause beyond its reasonable control, Client agrees to pay such additional charges, if any, as may be applicable.

4. ACCESS TO SITE: Client will arrange and provide access to each site upon which it will be necessary for TSC to perform its services pursuant to this agreement. In the event services are required on any site not owned by Client, Client represents and warrants to TSC that Client has obtained all necessary permissions for TSC to enter upon the site and conduct its services. Client shall, upon request, provide TSC with evidence of such permission, as well as acceptance of the other terms and conditions set forth herein by the owner(s) and tenant(s), if applicable, of such site(s) in form acceptable to TSC. Client acknowledges that it is not TSC's responsibility to notify any such property owner or tenant of the discovery of actual or suspected contaminants. Client further recognizes that knowledge of such suspected or actual condition may result in a reduction in a property's value and may provide incentive to owners of properties affected to initiate legal action against Client and/or others. Any work performed by TSC with respect to obtaining permission to enter upon and perform professional services on the lands of others as well as any work performed by TSC pursuant to this agreement, shall be deemed as being done on behalf of Client, and Client agrees to assume all risks thereof. TSC shall take reasonable measures and precautions to minimize damage to each site and any improvements thereon resulting from its work and the use of its equipment; however, TSC has not included in its fee the cost of restoration of damage that may occur. If Client or the possessor of any interest in any site desires or requires TSC to restore the site to its former condition, upon written request from Client, TSC will perform such additional work as is necessary to do so, and Client agrees to pay TSC the costs thereof plus TSC's normal mark up for overhead and profit.

John
5. CLIENT'S DUTY TO NOTIFY TSC: Client represents and warrants that Client has advised TSC of any known or suspected contaminants, utility lines and underground structures at any site at which TSC is to perform services under this agreement. Client agrees to defend, indemnify and save TSC harmless from all claims, suits, losses, costs and expenses,

including reasonable attorneys' fees as a result of personal injury, death or property damage occurring with respect to TSC's performance of its services and resulting to or caused by contact with sub-surface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof was not revealed to TSC by Client. In the event that TSC's undertaking includes contacting a public utility locating agency, its responsibility shall not extend to warranty the accuracy of the information so obtained.

6. DISCOVERY OF UNANTICIPATED CONTAMINANTS: The discovery of certain contaminants may make it necessary for TSC to take immediate measures to protect health and safety. TSC agrees to notify Client as soon as practically possible should such contaminants be suspected or discovered. Client agrees to reimburse TSC for the reasonable cost of implementing such measures under the circumstances.

7. LIMITATIONS OF PROCEDURES, EQUIPMENT AND TESTS: Information obtained from borings, observations, and analyses of sample materials shall be reported in formats considered appropriate by TSC unless directed otherwise by Client. Such information is considered evidence with respect to the detection, quantification and identification of contaminants, but any inference or conclusion based thereon is, necessarily, an opinion also based on professional judgment and shall not be construed as a representation of fact. Subsurface conditions may not be uniform throughout an entire site. The presence and extent of contaminants as well as the levels of groundwater may fluctuate within the site due to climatic and other variations and, unless thorough sampling and testing are conducted over an extended period of time, contaminants contained within the site may escape detection. A site at which contaminants are not found to exist, or at the time of inspection do not, in fact, exist, may later, due to intervening causes, such as natural groundwater flows or human activities, become polluted. There is a risk that sampling techniques may themselves result in pollution of certain sub-surface areas such as when a probe or boring device moves through an area containing contaminants linking it to an aquifer, underground stream or other hydrous body not previously polluted. Because the risks set forth in this paragraph are unavoidable and because the sampling techniques to be employed are a necessary aspect of TSC's work on client's behalf, Client agrees to assume these risks.

8. SOIL AND SAMPLE DISPOSAL: Unless otherwise agreed in writing, soils known at the time to be polluted will be left on the site for proper disposal by Client; and samples removed by TSC to its laboratory, upon completion of testing, will be disposed by TSC in an approved manner or returned to the site for disposal by others.

9. MONITORING: If TSC is retained by Client to provide a site representative for the purpose of monitoring portions of site cleanup or other field activities, TSC will report its observations and test results as more specifically set forth elsewhere in this agreement. In such cases, TSC's services shall not include (i) determining or implementing the means, methods, techniques or procedures of work done by the contractor(s) being monitored; (ii) evaluating, reporting or affecting job conditions concerning health, safety or welfare; (iii) the authority to accept or reject work or to in any manner supervise the work of any contractor. TSC's services or failure to perform same shall not in any way operate to excuse any contractor from the performance of its work in accordance with its contract. "Contractor" as used herein shall include subcontractors, suppliers, architects, engineers and project managers.

10. RECOMMENDATIONS: If TSC's services include making recommendations for further exploration, clean-up or remediation of a site or the improvements thereon, Client shall cause all tests and inspections of the site and work to be timely and properly performed in accordance with the plans, specifications, contract documents, and TSC's recommendations. No claims for loss, damage or injury shall be brought against TSC unless all tests and inspections have been so performed and unless TSC's recommendations have been rigorously followed.

11. CLEAN UP: If TSC is retained by Client to physically perform the work of clean-up of a site through its own forces or those of subcontractors, Client shall obtain all necessary permits and generator identification numbers. In such cases Client agrees to defend, indemnify and save TSC harmless from all claims, suits, losses, costs and expenses, including reasonable attorneys' fees as a result of personal injury, death or property damage occurring with respect to TSC's performance of its services and resulting in or caused by the generation, transportation, treatment, storage or disposal of contaminants, except to the extent of the negligent performance by TSC of the duties undertaken by TSC, if any.

12. TERMINATION: This agreement may be terminated by either party upon seven (7) day's prior written notice. In the event of termination, TSC shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses. In the event that TSC has agreed to provide clean up services pursuant to paragraph 10 of this Agreement, TSC shall be entitled to recover anticipated profits, in the event of termination.

13. PAYMENT: Client shall be invoiced periodically for services performed. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to in writing for valid cause within sixty (60) days at the rate of twelve (12%) per annum for the

maximum interest rate permitted by applicable law, whichever is the lesser) until paid and TSC's costs of collection of such accounts, including court costs and reasonable attorney's fees.

14. WARRANTY: TSC's professional services will be performed, its findings obtained and its reports prepared in accordance with this Agreement and with generally accepted principles and practices. In performing its professional services, TSC will use that degree of care and skill ordinarily exercised under similar circumstances by members of its profession. In performing physical work in pursuit of its professional services, TSC will use that degree of care and skill ordinarily used under similar circumstances. This warranty is in lieu of all other warranties or representations, either express or implied. Statements made in TSC reports are opinions based upon engineering judgment and are not to be construed as representations of fact.

~~Should TSC or any of its employees be found to have been negligent in performing professional services or to have made and breached any express or implied warranty, representation or contract, Client, all parties claiming through Client and all parties claiming to have in any way relied upon TSC's services or work agree that the maximum aggregate amount of damages for which TSC, its officers, employees and agents shall be liable is limited to \$50,000 or the total amount of the fee paid to TSC for its services performed with respect to the project, whichever amount is greater.~~

~~In the event Client is unwilling or unable to limit the damages for which TSC may be liable in accordance with the provisions set forth in the preceding paragraph, upon written request of Client received within five days of client's acceptance of TSC's proposal together with payment of an additional fee in the amount of 5% of TSC's estimated cost for its services (to be adjusted to 5% of the amount actually billed by TSC for its services on the project at time of completion), the limit damages shall be increased to \$500,000 or the amount of TSC's fee, whichever is the greater. This charge is not to be construed as being a charge for insurance of any type, but is increased consideration for the exposure to an award of greater damages.~~

15. INDEMNITY: Subject to the provisions set forth herein, TSC and Client hereby agree to indemnify and hold harmless each other and their respective shareholders, directors, officers, partners, employees, agents, subsidiaries and division (and each of their heirs, successors, and assigns) from any and all claims, demands, liabilities, suits, causes of action, judgments, costs and expenses, including reasonable attorneys' fees, arising, or allegedly arising, from personal injury, including death, property damage, including loss of use thereof, due in any manner to the negligence of either of them or their agents or employees or independent contractors. In the event both TSC and Client are found

to be negligent or at fault, then any liability shall be apportioned between them pursuant to their pro rata share of negligence or fault. TSC and Client further agree that their liability to any third party shall, to the extent permitted by law, be several and not joint. The liability of TSC under this provision shall not exceed the policy limits of insurance carried by TSC. Neither TSC nor Client shall be bound under this indemnity agreement to liability determined in a proceeding in which it did not participate represented by its own independent counsel. The indemnities provided hereunder shall not terminate upon the termination or expiration of this Agreement, but may be modified to the extent of any waiver of subrogation agreed to by TSC and paid for by Client.

16. SUBPOENAS: TSC's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay TSC pursuant to TSC's then current fee schedule for any TSC employee(s) subpoenaed by any party as an occurrence witness as a result of TSC's services.

17. OTHER AGREEMENTS: TSC shall not be bound by any provision or agreement (i) requiring or providing for arbitration of disputes or controversies arising out of this Agreement, (ii) wherein TSC waives any rights to a mechanics lien or (iii) that conditions TSC's right to receive payment for its services upon payment to Client by any third party. These General Conditions are notice, where required, that TSC shall file a lien whenever necessary to collect past due amounts. This Agreement contains the entire understanding between the parties. Unless expressly accepted by TSC in writing prior to delivery of TSC's services, Client shall not add any conditions or impose conditions which are in conflict with those contained herein, and no such additional or conflicting terms shall be binding upon TSC. The unenforceability or invalidity of any provision or provisions shall not render any other provision or provisions unenforceable or invalid. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois. In the event of a dispute arising out of or relating to the performance of this Agreement, the breach thereof or TSC's services, the parties agree to try in good faith to settle the dispute by mediation under the Construction Industry Mediation Rules of the American Arbitration Association as a condition precedent to filing any demand for arbitration, or any petition or complaint with any court. Should litigation be necessary, the parties consent to jurisdiction and venue in an appropriate Illinois State Court in and for the County of DuPage, Wheaton, Illinois or the Federal District Court for the Northern District of Illinois. Paragraph headings are for convenience only and shall not be construed as limiting the meaning of the provisions contained in these General Conditions.



TESTING SERVICE CORPORATION

Project Data Sheet

General Information:

Project Name: _____

Project Address: _____

City / State / Zip: _____

Project Manager: _____

E-Mail: _____

Telephone: _____

Fax: _____

Site Contact: _____

E-Mail: _____

Telephone: _____

Fax: _____

Send Invoice To:

Purchase Order Number: _____

Attention: _____

Company: _____

Address: _____

City / State / Zip: _____

E-Mail: _____

Telephone: _____

Fax: _____

Important Notes:

Completed By:

Signature: _____

Name: _____

Date: _____

REVISED 05/12

Distribute Reports as Follows:

Name: _____

Company: _____

Address: _____

City / State / Zip: _____

E-Mail: _____

Telephone: _____

Fax: _____

Name: _____

Company: _____

Address: _____

City / State / Zip: _____

E-Mail: _____

Telephone: _____

Fax: _____

Name: _____

Company: _____

Address: _____

City / State / Zip: _____

E-Mail: _____

Telephone: _____

Fax: _____

Name: _____

Company: _____

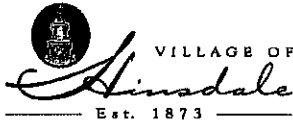
Address: _____

City / State / Zip: _____

E-Mail: _____

Telephone: _____

Fax: _____



REQUEST FOR BOARD ACTION
Community Development

AGENDA SECTION: Second Reading – ZPS

SUBJECT: Special Use Permit Application to allow for a Yoga Studio in the B-2 Central Business District, on the 3rd Floor of an existing building
Inner Jasmine Yoga and Wellness – 45 S. Washington St. Suite 302
Case A-09-2018

MEETING DATE: May 15, 2018

FROM: Chan Yu, Village Planner

Recommended Motion

Approve an Ordinance approving a Special Use Permit to operate a Physical Fitness Facility (Yoga Studio) in the B-2 Central Business District at 45 S. Washington Street – Inner Jasmine Yoga and Wellness

Background

The applicant, Inner Jasmine Yoga and Wellness, is requesting approval for a Special Use permit in the B-2 Central Business District (CBD) at 45 S. Washington Street, on the third floor in suite 302, for a yoga studio. The proposed tenant space on the third floor is 1,400 square feet in area. Per the applicant, the yoga studio emphasizes on private teacher-training programs and small group classes.

Special workshops host a maximum enrollment of 15 participants, one evening a week and on Saturday mornings. On weekday evenings, the class will be 1.5 hours, and 2 hours on Saturday mornings. Group classes would also be offered for up to 15 participants, for 1.5 hours. An example of the group class schedule is provided on the last page of Attachment 1.

The 3-story commercial building at 45 S. Washington Street is surrounded by the B-2 CBD parcels to the north, east, south, and west. The proposed tenant space on the 3rd floor has been vacant for 2 to 3 years, and was the former location for the Hinsdale Athletic Club.

Discussion & Recommendation

On April 11, 2018, the Plan Commission unanimously recommended approval, 6-0 (3 absent), for the Special Use Permit, as submitted. There were no neighbors present for commenting at the public hearing.

Village Board and/or Committee Action

At the May 1, 2018, BOT meeting, the Village Board had no issues with the application and moved the item forward for Second Reading.

Documents Attached

Ordinance

The following related materials were provided for the Board of Trustees of this item on May 1, 2018, and can be found on the Village website at:



REQUEST FOR BOARD ACTION

http://cms4.revize.com/revize/hinsdale/document_center/VillageBoard/2018/05%20MAY/VBOT%20packet%2005%2001%2018.pdf

Special Use Permit and Plan Commission Applications
Zoning Map and Location of 45 S. Washington Street
Birds Eye View of 45 S. Washington Street
Street View of 45 S. Washington Street

VILLAGE OF HINSDALE

ORDINANCE NO. _____

**AN ORDINANCE APPROVING A SPECIAL USE PERMIT TO OPERATE A
PHYSICAL FITNESS FACILITY (YOGA STUDIO) IN THE
B-2 CENTRAL BUSINESS ZONING DISTRICT AT
45 S. WASHINGTON STREET- INNER JASMINE YOGA AND WELLNESS**

WHEREAS, an application (the "Application") seeking a special use permit to operate a Physical Fitness Facility (Yoga Studio) at 45 S. Washington Street, Suite 302, Hinsdale, Illinois (the "Subject Property"), in the B-2 Central Business Zoning District, was filed by Petitioner Inner Jasmine Yoga and Wellness (the "Applicant") with the Village of Hinsdale; and

WHEREAS, physical fitness facilities are permitted as special uses when located above the first floor in the B-2 Central Business Zoning District pursuant to Section 5-105(c)(11) of the Hinsdale Zoning Code ("Zoning Code"); and

WHEREAS, the Subject Property is legally described in **Exhibit A** attached hereto and made a part hereof; 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, on April 11, 2018, the Plan Commission held a public hearing on the application pursuant to notice thereof properly published in *The Hinsdalean* on March 22, 2018, in accordance with Illinois law, and, after considering all of the testimony and evidence presented at the public hearing, the Plan Commission recommended approval of the Application by a vote of six (6) in favor, zero (0) against and three (3) absent, all as set forth in the Plan Commission's Findings and Recommendation for Plan Commission Case No. A-09-2018 ("Findings and Recommendation"), a copy of which is attached hereto as **Exhibit B** and made a part hereof; 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 11-602 of the Zoning Code relating to special use permits.

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. The foregoing recitals are incorporated into this Section 1 by reference as findings of the President and Board of Trustees;

Section 2: Adoption of Findings and Recommendation. The President and Board of Trustees of the Village of Hinsdale approve and adopt the findings and recommendation of the Plan Commission, a copy of which is attached hereto as **Exhibit B** and made a part hereof, and incorporate such findings and recommendation herein by reference as if fully set forth herein.

Section 3: Approval of Special Use for a Physical Fitness Facility (Yoga Studio). 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 approves a special use permit for a Physical Fitness Facility (Yoga Studio) in the B-2 Central Business Zoning District on the Subject Property located at 45 S. Washington Street, Suite 302, Hinsdale, Illinois, legally described in **Exhibit A**.

Section 4: Violation of Condition or Code. Any violation of any term or condition stated in this Ordinance or of any applicable code, ordinance, or regulation of the Village shall be grounds for the immediate rescission by the Board of Trustees of the approvals made in this Ordinance.

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

PASSED this _____ day of _____ 2018.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this _____ day of _____, 2018, 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 APPLICANT TO THE
CONDITIONS OF THIS ORDINANCE:

By: _____

Its: _____

Date: _____, 2018

EXHIBIT A

THE NORTH ½ OF LOT 6 IN ROTH'S SUBDIVISION OF LOTS 2, 5, 6, 9, AND 10 IN BLOCK 2 OF TOWN OF HINSDALE, BEING A SUBDIVISION OF PART OF THE NORTHWEST ¼ OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT OF SAID ROTH'S RESUBDIVISION RECORDED OCTOBER 22, 1872 AS DOCUMENT 15636 IN DUPAGE COUNTY, ILLINOIS.

PINS: 09-12-128-011-0000

COMMONLY KNOWN AS: 45 S. WASHINGTON STREET, HINSDALE, ILLINOIS

EXHIBIT B

**FINDINGS AND RECOMMENDATION
(ATTACHED)**

HINSDALE PLAN COMMISSION

RE: Case A-09-2018 – Applicant: InnerJasmine Yoga and Wellness – 45 S. Washington Street, Suite 302 (3rd Floor)

Request: Special Use Permit to allow a Yoga Studio in the B-2 Central Business District (not on the 1st floor)
Zoning Code 5-105(C)(11) and 11-602

DATE OF PLAN COMMISSION (PC) REVIEW: April 11 2018

DATE OF BOARD OF TRUSTEES 1ST READING: May 1, 2018

FINDINGS AND RECOMMENDATION

I. FINDINGS

1. The PC heard testimony from the applicant, Ms. Katya Sidelnik, owner and founder of InnerJasmine Yoga and Wellness. She reviewed her request for a special use permit to operate a yoga studio, on the third floor of 45 S. Washington Street, and expressed that it is the perfect location, and close to her current work area for her teacher training programs. (11-602(E)(1)(b) and (c)) [Attachment 1 – 04.11.18 Public Hearing Transcript]
2. The applicant reviewed the proposed use, yoga, as an exercise program, and explained what yoga is, and that it is more than just a physical activity. The goal for this location is to establish a base, versus renting other studios or meet at her clients' homes. By establishing a base in downtown Hinsdale, the applicant also believes InnerJasmine Yoga could also draw new persons to the area and support the downtown local businesses. (11-602(E)(3)(a))
3. A Plan Commissioner referenced the application, and asked if the space was formally a gym. The applicant stated correct, the subject tenant space was formally a gym. (11-602(E)(1)(f))
4. A Plan Commissioner asked what is currently on the first floor of the building. The applicant responded Gia Haute & Home Décor, and Halo Salon is on the second floor. The Plan Commissioner also asked about the proposed teacher training program. The applicant explained that the teacher training program runs on a monthly basis, and allows a client the opportunity to potentially teach yoga. Ms. Sidelnik also reviewed example class times throughout the day and week, and clarified the class start time at 9 AM and end time at 8:15 PM. It was reiterated that the primary intention is small groups and private classes. (11-602(E)(1)(b) and (c))
5. A Plan Commissioner asked what type of permit did the former gym need, and if there were any issues with the former gym. Chan, Village Planner, responded most likely a special use permit, and understood the current building owner is seeking a use with no heavy gym equipment due to noise from the third floor. The applicant stated that is part of the lease agreement, and that the proposed yoga studio will not use heavy equipment or weights, given the salon a floor below. (11-602(E)(1)(b) and (c))
6. A Plan Commissioner asked if there would be loud music for the use. The applicant stated no, and that yoga music in general, has a softer cadence. The applicant also stated that she and the salon had tested the sound barrier between the two floors, and there appears to be a setting where the salon and the proposed yoga studio can play its music with no interference to one another. (11-602(E)(1)(b) and (c))
7. A Plan Commissioner stated that the proposed use would be a good fit for the location, and better than the former gym. (11-602(E)(1)(a))

II. RECOMMENDATIONS

Following a motion to recommend approval of the proposed special use permit, as submitted, the Village of Hinsdale Plan Commission, on a vote of six (6) "Ayes," and three (3) "Absent," recommends that the President and Board of Trustees approve the application as submitted.

THE HINSDALE PLAN COMMISSION By:

Stephen J. Czuchra, Chairman

Dated this 9th day of May, 2018.

STATE OF ILLINOIS)
) SS:
COUNTY OF DU PAGE)

BEFORE THE VILLAGE OF HINSDALE
PLAN COMMISSION

In the Matter of:

Case A-09-2018 - 45 S. Washington
Suite 302 (3rd floor) - Inner Jasmine
Yoga and Fitness - Special Use Permit
for a Yoga Studio in the B-2 General
Business District.

REPORT OF PROCEEDINGS had and testimony taken at the public hearing of the above-entitled matter before the Hinsdale Plan Commission at 19 East Chicago Avenue, Hinsdale, Illinois, on the 11th day of April, 2018, at the hour of 7:00 p.m.

BOARD MEMBERS PRESENT:

MS. JULIE CRNOVICH, Acting Chairman;
MS. DEBRA BRASELTON, Member;
MS. ANNA FIASCONE, Member;
MR. GERALD JABLONSKI, Member;
MR. SCOTT PETERSON, Member;
MR. TROY UNELL, Member.

<p style="text-align: center;">2</p> <p>1 ALSO PRESENT:</p> <p>2 MR. MICHAEL MARRS, Village Attorney;</p> <p>3 MR. ROBERT MC GINNIS, Director of</p> <p>4 Community Development/Building</p> <p>5 Commissioner;</p> <p>6 MR. CHAN YU, Village Planner;</p> <p>7 MS. KATYA SIDELNIK, Inner Jasmine Yoga.</p> <p>8 * * *</p> <p>9 ACTING CHAIRMAN CRNOVICH: Our next</p> <p>07:40:01PM 10 items on the agenda are two public hearings.</p> <p>11 The first is Case A-09-2018 for 45 South</p> <p>12 Washington, the 3rd floor. This is for Jasmine</p> <p>13 Yoga.</p> <p>14 MS. SIDELNIK: Yes. Hi, how are you.</p> <p>15 My name is Katya Sidelnik, and I'm the owner and</p> <p>16 founder of Inner Jasmine Yoga and Wellness. And</p> <p>17 I am looking for the special permit to be able</p> <p>18 to open the yoga studio --</p> <p>19 ACTING CHAIRMAN CRNOVICH: Excuse me.</p> <p>07:40:22PM 20 You need to be sworn in.</p> <p>21 (Audience members sworn en masse.)</p> <p>22 MS. SIDELNIK: So I am looking for the</p>	<p style="text-align: center;">4</p> <p>1 clients can come to me rather than having to</p> <p>2 deal with kind of their space in homes. And</p> <p>3 then also really to cultivate more of that</p> <p>4 community sense. Yoga is about creating</p> <p>5 adjoining or a union between our bodies,</p> <p>6 ourself, and our environment around us.</p> <p>7 Being able to come in and take yoga</p> <p>8 and then go to have a coffee date with our</p> <p>9 friends or go shopping across the street or pick</p> <p>07:42:40PM 10 up flowers next door, it's much more about</p> <p>11 picking up an entire space versing just finding</p> <p>12 those 60 minutes just on our mats.</p> <p>13 So I do ask the Board in going</p> <p>14 through to kind of go through that this will be</p> <p>15 a wonderful addition to the downtown area and to</p> <p>16 be able to bring in other people to bring</p> <p>17 support to kind of all the businesses that</p> <p>18 Hinsdale has been growing for so long.</p> <p>19 ACTING CHAIRMAN CRNOVICH: And I did</p> <p>07:43:13PM 20 read in the Application this space has been</p> <p>21 vacant?</p> <p>22 MS. SIDELNIK: It has.</p>
<p style="text-align: center;">3</p> <p>1 special permit to be able to open a yoga studio</p> <p>2 above -- on the 3rd floor of 45 South</p> <p>3 Washington. When I was looking for a location</p> <p>4 to run my mentoring programs and teacher</p> <p>5 trainings I have written, this has been the</p> <p>6 central hub of most of where I work; and I kind</p> <p>7 of outsource everyone, and so it was the perfect</p> <p>8 place.</p> <p>9 I know that there are different</p> <p>07:41:35PM 10 kind of concerns of space or different things.</p> <p>11 But there was the wonderful opportunity of being</p> <p>12 able to create this space of yoga being a</p> <p>13 life-style change. So often we think that yoga</p> <p>14 is just about the physical practice and it's an</p> <p>15 exercise program, but yoga is so much more.</p> <p>16 Yoga is much more about having this opportunity</p> <p>17 to build awareness of who we are and being able</p> <p>18 to cultivate this sense of empowerment to be</p> <p>19 able to make those decisions in our lives.</p> <p>07:42:10PM 20 My hope is to be able to have a</p> <p>21 ground base so I don't have to rent other</p> <p>22 people's studios anymore, and all my private</p>	<p style="text-align: center;">5</p> <p>1 ACTING CHAIRMAN CRNOVICH: And it used</p> <p>2 to be a gym?</p> <p>3 MS. SIDELNIK: It did.</p> <p>4 MS. BRASELTON: Who is on the 1st floor</p> <p>5 if you know? I'm trying to --</p> <p>6 MS. SIDELNIK: Gia, Gia Haute Home and</p> <p>7 Couture.</p> <p>8 MS. BRASELTON: Okay.</p> <p>9 MS. SIDELNIK: And then Halo Salon is</p> <p>07:43:26PM 10 the 2nd floor.</p> <p>11 MS. BRASELTON: Okay. I can picture it</p> <p>12 now. I was a little confused by the use that</p> <p>13 you propose. I thought I read in your</p> <p>14 Application that you propose teacher training</p> <p>15 that would only occur once a month?</p> <p>16 MS. SIDELNIK: Yes. So our teacher</p> <p>17 training programs are just so people can learn</p> <p>18 more about yoga, whether they choose to teach or</p> <p>19 not.</p> <p>07:43:42PM 20 MS. BRASELTON: Okay.</p> <p>21 MS. SIDELNIK: So teacher training, my</p> <p>22 program runs on a monthly basis. So that is the</p>

<p style="text-align: center;">6</p> <p>1 biggest crux of the program, of being able to</p> <p>2 facilitate that development.</p> <p>3 MS. BRASELTON: You have private</p> <p>4 clients and then also classes for just the</p> <p>5 general public?</p> <p>6 MS. SIDELNIK: Yes.</p> <p>7 MS. BRASELTON: What would your</p> <p>8 proposed hours be?</p> <p>9 MS. SIDELNIK: So there would be a</p> <p>07 44:03PM 10 morning class proposal at 9:30. It would be</p> <p>11 about 3 or 4 classes at the most a day. So</p> <p>12 9:30, around noon to 1:00, and then an evening</p> <p>13 class.</p> <p>14 So depending on what teachers were</p> <p>15 available at those time slots there might be a</p> <p>16 slight half an hour variation or so, but it</p> <p>17 would be much more even about those teachers</p> <p>18 about them being able to be mentored. So how</p> <p>19 can they cultivate and develop their brands</p> <p>07 44:28PM 20 rather than just coming in and doing a</p> <p>21 structured program.</p> <p>22 MS. BRASELTON: So the schedule that's</p>	<p style="text-align: center;">8</p> <p>1 the gym operate under? Does anyone know?</p> <p>2 MR. YU: Most likely a special use</p> <p>3 permit.</p> <p>4 MR. UNELL: Does anyone know if we had</p> <p>5 any problems with the gym operating?</p> <p>6 MR. YU: I'm sorry?</p> <p>7 MR. UNELL: Does anyone know if we had</p> <p>8 any problems with the gym operating in that</p> <p>9 location?</p> <p>07 45:05PM 10 MR. YU: Well, from what I heard, the</p> <p>11 building owner wanted to make sure that moving</p> <p>12 forward no heavy equipment such as the same type</p> <p>13 in the gym that was there before because of the</p> <p>14 location on the 3rd floor.</p> <p>15 MS. SIDELNIK: That is a part of my</p> <p>16 lease specifically, that I was a yoga studio and</p> <p>17 a part of that contingency is that there were no</p> <p>18 weights or equipment or nothing being dropped on</p> <p>19 the floor for being in respect for the salon</p> <p>07 45:08PM 20 below.</p> <p>21 MS. FIASCONE: And music, it wouldn't</p> <p>22 be too loud?</p>
<p style="text-align: center;">7</p> <p>1 in your Application --</p> <p>2 MS. SIDELNIK: Yes.</p> <p>3 MS. BRASELTON: You would end at 8:15</p> <p>4 three days a week?</p> <p>5 MS. SIDELNIK: Yes.</p> <p>6 MS. BRASELTON: No. Wait. It would be</p> <p>7 9:15.</p> <p>8 MS. SIDELNIK: 8:15?</p> <p>9 MS. BRASELTON: No, it would be 8:15.</p> <p>07 44:56PM 10 MS. SIDELNIK: 8:15.</p> <p>11 MS. BRASELTON: And your first would be</p> <p>12 at 9 a.m. I know the gym was open a lot</p> <p>13 earlier.</p> <p>14 MS. SIDELNIK: Yes.</p> <p>15 MS. BRASELTON: Do you ever envision</p> <p>16 that schedule filling up where it would be --</p> <p>17 MS. SIDELNIK: Maybe a little. But the</p> <p>18 primary intention is small groups and private</p> <p>19 classes. So I don't want the overall general</p> <p>07 45:14PM 20 public classes to kind of blow up where there</p> <p>21 isn't space for those anymore.</p> <p>22 MR. JABLONSKI: What kind of permit did</p>	<p style="text-align: center;">9</p> <p>1 MS. SIDELNIK: No. And yoga music as a</p> <p>2 whole has its softer cadence. And I have talked</p> <p>3 to the studio downstairs so we could see in</p> <p>4 reference what the sound barrier is between the</p> <p>5 two, and there seems to be one that's</p> <p>6 sustainable for classes and as well for them to</p> <p>7 have theirs.</p> <p>8 ACTING CHAIRMAN CRNOVICH: Any other</p> <p>9 questions, comments, from the Commissioners?</p> <p>07 45:46PM 10 I think it would be a good fit at</p> <p>11 the location, a good fit in the gym.</p> <p>12 MS. SIDELNIK: Thank you.</p> <p>13 ACTING CHAIRMAN CRNOVICH: Okay. Could</p> <p>14 I have a motion to approve the Case A-09-2018,</p> <p>15 45 South Washington Street, for a Special Use</p> <p>16 Permit for a Yoga Studio in the B-2 business</p> <p>17 district.</p> <p>18 MR. UNELL: So moved.</p> <p>19 MR. PETERSON: Second.</p> <p>20 ACTING CHAIRMAN CRNOVICH: Debra?</p> <p>21 MS. BRASELTON: Aye.</p> <p>22 MR. PETERSON: Aye.</p>

1 MR. JABLONSKI: Aye.

2 ACTING CHAIRMAN CRNOVICH: Aye.

3 MR. UNELL: Aye.

4 MS. FIASCONE: Aye.

5 * * *

6 (Which were all the proceedings had
7 in the above-entitled cause.)

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1 STATE OF ILLINOIS)

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2 COUNTY OF DU PAGE)

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7 I, JANICE H. HEINEMANN, CSR, RDR, CRR,
8 do hereby certify that I am a court reporter
9 doing business in the State of Illinois, that I
10 reported in shorthand the testimony given at the
11 hearing of said cause, and that the foregoing is
12 a true and correct transcript of my shorthand
13 notes so taken as aforesaid.

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17 Janice H. Heinemann CSR, RDR, CRR
License No 084-001391

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REQUEST FOR BOARD ACTION
Community Development

AGENDA SECTION: Second Reading – ZPS

SUBJECT: Major Adjustment Application to Approved Planned Development for Site Plan changes for Salt Creek Club at 830 N. Madison Street
Open Space District – Case A-10-2018

MEETING DATE: May 15, 2018

FROM: Chan Yu, Village Planner

Recommended Motion

Approve an Ordinance approving a Third Major Adjustment to a Site Plan and Exterior Appearance Plan for Site Plan Changes to the property located at 830 N. Madison Street – Salt Creek Club.

Background

In 2017, staff performed a final inspection of the renovation at the Salt Creek Club at 830 N. Madison Street, and found it was not consistent with the major adjustment site plan approved on January 19, 2016. To this end, the applicant is requesting for a major adjustment to reflect the removal, relocation, and additions to the subject property, as summarized:

1. Eliminated proposed generator and associated arborvitae (east elevation).
2. Eliminated sand volleyball court and concrete basketball court (north elevation).
3. Reduced number of arborvitae from 21 to 11 (north elevation).
4. Failed to pave the garbage dumpster area at northeast corner of site (still in gravel).
5. Relocated paver patio with canopy (west elevation).
6. Added additional parking space between tennis pavilion and paddle court 1 and one additional parking space near access road to pavilion (the aforementioned “additional” parking spaces are relocated from other areas, there is no net increase or decrease in parking (108 spaces)).
7. Widened asphalt driveway (east elevation).
8. Added new storage shed (12' W x 20' L) for pool supplies (west elevation).
9. Used permeable pavers in-lieu of asphalt for parking lot (north elevation).
10. Installed 6' cedar fence screening along the east side of parking lot.

On August 15, 2006, the Village Board approved a planned development, and concurrent special use permit, exterior appearance and site plan for the Salt Creek Club at 830 N. Madison Street (Attachment 2). On March 17, 2015, the Village Board approved a major adjustment for the Salt Creek Club to partially demolish and construct a new clubhouse (Ordinance O2015-10). On January 19, 2016, the Village Board approved a major adjustment to the clubhouse for the removal of: existing stone and set of windows, and the addition of: HVAC vents, a sliding patio door system, and the inclusion of a back-up generator.

Discussion & Recommendation

On April 11, 2018, the Plan Commission (PC) unanimously recommended approval, 6-0 (3 absent), for the major adjustment application, as submitted.



REQUEST FOR BOARD ACTION

Village Board and/or Committee Action

At the May 1, 2018, Board of Trustees meeting, the Village Board had no issues with the application and moved the item forward for Second Reading.

Documents Attached

Ordinance

The following related materials were provided for the Board of Trustees of this item on May 1, 2018, and can be found on the Village website at:

http://cms4.revize.com/revize/hinsdale/document_center/VillageBoard/2018/05%20MAY/VBOT%20packet%2005%2001%2018.pdf

Major Adjustment Application and Exhibits (Dated January 29, 2018)

Approved Planned Development Ordinance O2006-61 (Dated August 15, 2006)

Zoning Map and Project Location

Aerial View of 830 N. Madison Street

Approved Ordinances O2015-10 (March 17, 2015) and O2016-07 (January 19, 2016)

Draft Findings and Recommendations – April 11, 2018, PC Meeting

VILLAGE OF HINSDALE

ORDINANCE NO. _____

AN ORDINANCE APPROVING A THIRD MAJOR ADJUSTMENT TO A SITE PLAN AND EXTERIOR APPEARANCE PLAN FOR SITE PLAN CHANGES TO THE PROPERTY LOCATED AT 830 N. MADISON STREET - SALT CREEK CLUB

WHEREAS, the Village has previously, through adoption of Ordinance No. O2006-61 on August 15, 2006 (the "Original Ordinance"), approved a Planned Development Ordinance and Site Plan/Exterior Appearance Plan submitted by Applicant Salt Creek Club for the site located at 830 N. Madison Street, Hinsdale, Illinois (the "Subject Property"); and

WHEREAS, the Village has previously, through adoption of Ordinance No. O2015-10 on March 17, 2015 (the "First Major Adjustment"), approved a Major Adjustment to the Site Plan/Exterior Appearance Plan submitted by Applicant Salt Creek Club for redevelopment of the Subject Property, through partial demolition of the existing clubhouse, construction of a new clubhouse, and parking lot resurfacing and striping; and

WHEREAS, the Village has previously, through adoption of Ordinance No. O2016-07 on January 19, 2016 (the "Second Major Adjustment"), approved a Major Adjustment to the Site Plan/Exterior Appearance Plan submitted by Applicant Salt Creek Club to allow for the removal of existing stone and windows, and the addition of HVAC vents, a sliding patio door system and backup generator on the Subject Property; and

WHEREAS, the Village has now received an application (the "Application") for approval of a third major adjustment to the final approved Site Plan/Exterior Appearance Plan. Adjustments include removing the east elevation generator, reducing the east elevation arborvitae from 20 to 12, adding cedar fencing for screening A/C units behind 12 arborvitae in east elevation, removing the north elevation sand volleyball and concrete basketball courts (replacing with grass sod and landscaping), reducing the north elevation arborvitae from 21 to 11, not paving the northeast garbage dumpster area with asphalt in north elevation, relocating the west elevation permeable paver patio with removable canopy further west, allowing one parking space between the tennis pavilion and paddle court 1 in west elevation, allowing one parking space near the access road to the tennis pavilion in north elevation, adding a widened asphalt driveway in east elevation, adding a new storage shed for pool supplies in west elevation, adding a permeable paver in-lieu of a new asphalt parking surface in north elevation, and adding screen cedar fencing on the eastside of said permeable surface parking spaces in north elevation (collectively, the "Proposed Modifications"). The Proposed Modifications are indicated in the revised plans from the Applicant attached hereto as **Group Exhibit A** and made a part hereof; and

WHEREAS, on March 20, 2018, the President and Board of Trustees, following initial consideration of the Application, referred it to the Plan Commission for consideration and review; and

WHEREAS, the Plan Commission, on April 11, 2018, held a meeting at which the Application was discussed. Following presentations and discussion, the Plan Commission recommended approval of the Application with the Proposed Modifications set forth in **Group Exhibit A** on a vote of six (6) ayes and zero (0) nays, with three (3) members absent. The Findings and Recommendation of the Plan Commission are attached hereto as **Exhibit B** and made a part hereof; and

WHEREAS, the Board of Trustees of the Village have duly considered the Application and Proposed Modifications, the Findings and Recommendation of the Plan Commission, and all of the materials, facts and circumstances affecting the Application and Proposed Modifications, and find the Application and Proposed Modifications to be in substantial conformity with the previously approved plans, and that the standards set forth in Section 11-604 and 11-606 of the Zoning Code relating to exterior appearance and major adjustments to previously approved site plans are satisfied.

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: Adoption of Findings and Recommendation. The President and Board of Trustees of the Village of Hinsdale approve and adopt the findings and recommendation of the Plan Commission, a copy of which is attached hereto as **Exhibit B** and made a part hereof, and incorporate such findings and recommendation herein by reference as if fully set forth herein.

SECTION 3: Approval of a Third Major Adjustment to the Site Plan/Exterior Appearance Plan. The Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and the Hinsdale Zoning Code, hereby approves the major adjustment to the previously approved Site Plan/Exterior Appearance Plan for the Subject Property at 830 N. Madison in the form of the Proposed Modifications as depicted in the revised plans attached hereto as **Group Exhibit A** and made a part hereof. Said major adjustment is approved subject to the conditions set forth in Section 4 of this Ordinance. The Original Ordinance and Site Plan and Exterior Appearance Plans previously approved in Ordinance Nos. 02015-10 and 02016-07 are hereby amended to the extent provided, but only to the extent provided, by the approvals granted herein.

SECTION 4: Conditions on Approval. The approval granted in Section 3 of this Ordinance is subject to the following conditions:

- A. No Authorization of Work. This Ordinance does not authorize the commencement of any work on the Subject Property. Except as otherwise specifically provided in writing in advance by the Village, no work of any kind shall be commenced on the Subject Property until all conditions of this Ordinance, or the Original Ordinance or in Ordinances 02015-10 and 02016-07, precedent to such work have been fulfilled and after all permits, approvals, and other authorizations for such work have been properly applied for, paid for, and granted in accordance with applicable law.
- B. Compliance with Plans. All development work on the Subject Property shall be undertaken only in strict compliance with the approval granted herein, and the approved plans and specifications, including the revised plans attached hereto as **Group Exhibit A** and made a part hereof.
- C. Compliance with Codes, Ordinances, and Regulations. Except as specifically set forth in this Ordinance, the Original Ordinance, the First Major Adjustment in Ordinance 02015-10 and the Second Major Adjustment in Ordinance 02016-07, the provisions of the Hinsdale Municipal Code and the Hinsdale Zoning Code shall apply and govern the development of the Subject Property. All such development shall comply with all Village codes, ordinances, and regulations at all times.
- D. Building Permits. The Applicant shall submit all required building permit applications and other materials in a timely manner to the appropriate parties, which materials shall be prepared in compliance with all applicable Village codes and ordinances.

SECTION 5: Violation of Condition or Code. Any violation of any term or condition stated in this Ordinance, or of any applicable code, ordinance, or regulation of the Village, shall be grounds for rescission by the Board of Trustees of the approvals set forth in this Ordinance.

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 _____, 2018, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this _____ day of _____, 2018, 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 APPLICANT TO THE CONDITIONS OF THIS ORDINANCE:

By: _____

Its: _____

Date: _____, 2018

GROUP EXHIBIT A

SITE PLAN/EXTERIOR APPEARANCE PLAN REVISIONS

(ATTACHED)

East Elevation:

- Not installed due to cost generator pad and Arborvitae.
- Added 5' High Cedar Fencing for screening A/C units behind (12) 5' tall Arborvitae.
- Add widen Asphalt Driveway for safety reasons to allow cars passing parked cars.

South Elevation:

- No change

West Elevation:

- Add Storage Shed (12' W X 20' L) for storage of pool supplies (lane lines, swimming paddle boards, children pool toys, etc.).
- Relocate (same size) permeable paver patio with removable canopy cover.
- Add additional parking space between Tennis Pavilion and Paddle Court #1.

North Elevation:

- Removal of sand Volleyball Court and concrete Basketball Court. Replace with landscaping and grass sod.
- Added Screen Cedar Fencing at eastside of Permeable Paver Parking Lot to screen view of existing garage.
- The number Arborvitae plants at northside of Permeable Parking Lot was reduce from 21 shown on drawings to 11 due to space constraints, existing trees and bushes and placement of Cedar Screen Fencing.
- Additional parking space added near access road to Tennis Pavilion.
- New Asphalt pavement was not installed in the garbage dumpster area. This area to remain as gravel area.

SCC Site Plan/Exterior Appearance Plan Revisions

	Previously Approved	Requested Change
1a	East Elevation: Generator Pad and blocking Arborvitae.	East Elevation: No Generator Pad and blocking Arborvitae.
1b	East Elevation: 5' high Arborvitae to screen of A/C units.	East Elevation: 5' high cedar fence behind 5' high Arborvitae to screen of A/C units.
1c	East Elevation:	East Elevation: Widen asphalt driveway to allow cars to safely pass parked cars.
2a	West Elevation: No Storage Shed.	West Elevation: Add Storage Shed (12'W X 20'L) for storage of pool supplies and toys.
2b	West Elevation: Existing permeable patio paver with removable canopy.	West Elevation: Relocate existing permeable patio paver with removable canopy.
2c	West Elevation: No parking spot.	West Elevation: Add 1 additional parking spot between Tennis Pavilion and Paddle Court #1.
3a	North Elevation: Existing sand volleyball court.	North Elevation: Remove existing sand volleyball court. Replace with landscaping and grass sod.
3b	North Elevation: No cedar fencing screen	North Elevation: Add cedar fencing to screen existing garage.
3c	North Elevation: 21 Arborvitae plants along north side of permeable paver parking lot.	North Elevation: Do to space constraints, only 11 Arborvitae plants are planted along north side of permeable paver parking lot with the addition of the cedar fencing.
3d	North Elevation: No parking spot located along Tennis Pavilion access road.	North Elevation: Add 1 parking spot located along Tennis Pavilion access road.
3e	North Elevation: Asphalt pavement below garbage dumpsters.	North Elevation: Area below garbage dumpsters to remain gravel for permeable soil reasons.

1a. East Elevation: No Generator Pad and blocking Arborvitae.

1b. East Elevation: 5' high cedar fence behind 5' high Arborvitae to screen of A/C units.



1c. East Elevation: Widen asphalt driveway to allow cars to safely pass parked cars.



2a. West Elevation: Add Storage Shed (12'W X 20'L) for storage of pool supplies and toys.



2b. West Elevation: Relocate existing permeable patio paver with removable canopy.



2c. West Elevation: Add 1 additional parking spot between Tennis Pavilion and Paddle Court #1.



3a. North Elevation: Remove existing sand volleyball court. Replace with landscaping and grass sod.



3a. North Elevation: Remove existing sand volleyball court. Replace with landscaping and grass sod.



3 e. North Elevation: Area below garbage dumpsters to remain gravel for permeable soil reasons.



EXHIBIT B

FINDINGS OF FACT AND RECOMMENDATION

(ATTACHED)

HINSDALE PLAN COMMISSION

RE: Case A-10-2018 – Applicant: Salt Creek Club – 830 N. Madison Street

Request: Third Major Adjustment to a Site Plan and Exterior Appearance Plan for Site Plan Changes
Zoning Code 11-604 and 11-606

DATE OF PLAN COMMISSION (PC) REVIEW: April 11 2018

DATE OF BOARD OF TRUSTEES 1ST READING: May 1, 2018

FINDINGS AND RECOMMENDATION

I. FINDINGS

1. The PC heard testimony from the applicant, Mr. Bob Crane, representative, and Board member of Salt Creek Club. He reviewed the request for retroactive modifications, made during construction, to the approved exterior appearance and site plans (O2016-07) at 830 N. Madison Street in the Open Space District within 250 feet of a single family residential district. Examples of the modifications reviewed include: reducing the number of arborvitae plants, relocating parking spaces (but preserving the number of approved spaces), elimination of a generator and generator pad, added a fence to screen mechanical equipment, removed sand volleyball court, added a fence to screen the garage and a storage shed. (11-604(J))
2. A Plan Commissioner asked to clarify, if these items presented were all already completed. The applicant replied correct.
3. A Plan Commissioner asked Village staff how the work was detected. Village staff stated that this was noticed during final inspection.
4. A Plan Commissioner asked why the work was completed before approval. The applicant explained that certain members of the Salt Creek Club now understand changes cannot happen with approval by the Village.
5. A Plan Commissioner asked Village staff about the shed, and if the residential requirements are applicable. Chan, Village Planner responded that setback requirements reflect which district the request is in, and that the shed in the site plan is code compliant. The applicant stated, under the direction of the Village, that they removed another shed to comply with the code. (7-210(C))
6. A Plan Commissioner asked if Salt Creek Club is a Planned Development. Chan responded, per the initial Ordinance, yes, it is a Planned Development. However, this is the third major adjustment, and this request reflects the exterior appearance and site plan of the planned development. 11-604(C)(1)
7. The Plan Commission in general, did not have any issues with the changes that were made. However, it was noted that there were many changes. 11-604(F)

II. RECOMMENDATIONS

Following a motion to recommend approval of the proposed Third Major Adjustment to a Site Plan and Exterior Appearance Plan, as submitted, the Village of Hinsdale Plan Commission, on a vote of six (6) "Ayes," and three (3) "Absent," recommends that the President and Board of Trustees approve the application as submitted.

THE HINSDALE PLAN COMMISSION By:

Stephen J. Cashman, Chairman

Dated this 9th day of May, 2018.



REQUEST FOR BOARD ACTION
Community Development

AGENDA SECTION: Second Reading – ZPS

SUBJECT: Exterior Appearance and Site Plan Review for T-Mobile
Telecommunication Equipment Upgrades at existing location on
Village Owned Water Tank in the IB Institutional Buildings District
339 W. 57th Street - Hinsdale Central High School - Case A-13-2018

MEETING DATE: May 15, 2018

FROM: Chan Yu, Village Planner

Recommended Motion

Approve an Ordinance approving Exterior Appearance Plans related to Telecommunications Equipment Upgrades – T-Mobile Central, LLC – 339 W. 57th Street

Background

The Village of Hinsdale has received an Exterior Appearance/Site Plan application from T-Mobile Central LLC, requesting approval to upgrade and replace (4) existing antennas and adding (4) new remote radio units (RRU). New associated ancillary equipment such as (4) pipe mounts and (8) radio frequency (RF) modules inside an existing cabinet is also proposed. The requested upgrade is to improve network coverage in the area.

Per the applicant, the new equipment will match the existing hardware on the water tower. There is a side-by-side comparison of the existing and proposed equipment on Sheet A-2, and before/after proposed elevation photos, both, in Attachment 1. Please note, on Sheet A-2, the (4) existing equipment labeled "TMA" (in red), and proposed (4) equipment labeled "FHFB" and "FRBG" (in blue) function as RRU.

The existing (4) antennas on Sheet A-2 (in red) are mounted together, in front of the aforementioned (4) TMA units. The new antenna plan proposes to replace the (4) existing antennas with (4) new standalone antennas, labeled as: "A-2", "B-2", "C-2", and "D-2". To that end, the request will have a net increase of (4) new RRU units. There are no changes to the subject property elevation and the request will not affect the minimum code requirements as shown in the applicant's table of compliance.

The subject property is in the IB Institutional Building District at 339 W. 57th Street. The public meeting notice requirements have been followed per section 11-604(E), since the nonresidential parcel is within 250 feet from a single-family zoning district. It abuts the IB district to the north, R-3 to the south, IB to the east and west. There were no public comments at the April 11, 2018, Plan Commission (PC) meeting.

Discussion & Recommendation

On April 11, 2018, the PC unanimously recommended approval, 6-0 (3 absent), for the exterior appearance application, as submitted.



Village Board and/or Committee Action

At the May 1, 2018, Board of Trustees meeting, the Village Board had no issues with the application and moved the item forward for Second Reading.

Documents Attached

Ordinance

The following related materials were provided for the Board of Trustees of this item on May 1, 2018, and can be found on the Village website at:

http://cms4.revize.com/revize/hinsdale/document_center/VillageBoard/2018/05%20MAY/VBOT%20packet%2005%2001%2018.pdf

Exterior Appearance/Site Plan Application and Exhibits
Village of Hinsdale Zoning Map and application location
Birds Eye View of the Project Location
Birds Eye View of Project Location and surrounding area

VILLAGE OF HINSDALE

ORDINANCE NO. _____

**AN ORDINANCE APPROVING EXTERIOR APPEARANCE PLANS RELATED TO
TELECOMMUNICATIONS EQUIPMENT UPGRADES –
T-MOBILE CENTRAL, LLC – 339 W. 57TH STREET**

WHEREAS, Amanda Wegrzyn on behalf of Applicant NTP Wireless, an agent of T-Mobile Central, LLC (the "Applicant"), submitted an application (the "Application") seeking exterior appearance plan approval for upgrades to the Applicant's existing panel antennas and related telecommunications equipment on an existing water tower located at 339 W. 57th Street (the "Subject Property"). The Subject Property is legally described in **Exhibit A** attached hereto and made a part hereof; and

WHEREAS, the Subject Property is located in the IB Institutional Buildings Zoning District at Hinsdale Central High School and is currently improved with a Village-owned water tower (the "Water Tower"). Existing antennas, cables and equipment cabinets for various telecommunications providers, including the Applicant, are already located on the Water Tower; and

WHEREAS, the Applicant proposes to replace four (4) of the Applicant's existing panel antennas on the Water Tower, and to remove four (4) tower mounted amplifiers (RRUs) and install eight (8) new tower mounted amplifiers (RRUs), along with associated ancillary equipment changes, all within the existing space leased by the Applicant on the Water Tower; and

WHEREAS, the Application has been referred to the Plan Commission of the Village and has been processed in accordance with the Hinsdale Zoning Code ("Zoning Code"), as amended; and

WHEREAS, on April 11, 2018, the Plan Commission of the Village of Hinsdale reviewed the Application at a public meeting pursuant to notice given in accordance with the Zoning Code; and

WHEREAS, the Plan Commission, after considering all of the testimony and evidence presented at the public meeting, recommended approval of the Application on a vote of six (6) ayes, zero (0) nays, and three (3) absent, all as set forth in the Plan Commission's Findings and Recommendation in Case No. A-13-2018 ("Findings and Recommendation"), a copy of which is attached hereto as **Exhibit B** and made a part hereof. The Plan Commission has filed its report of Findings and Recommendation regarding the approval sought in the Application with the President and Board of Trustees; and

WHEREAS, the President and Board of Trustees 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 established in 11-606E of the Zoning Code governing exterior appearance review, subject to the conditions stated in this Ordinance.

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

SECTION 1: Recitals. The foregoing recitals are incorporated into this Ordinance by this reference as findings of the President and Board of Trustees.

SECTION 2: Approval and Adoption of Findings and Recommendation. The President and Board of Trustees hereby approve and adopt the Findings and Recommendation of the Plan Commission, a copy of which is attached hereto as **Exhibit B**, and incorporate such Findings and Recommendation herein by reference as if fully set forth herein.

SECTION 3: Approval of Exterior Appearance Plans. The Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and the applicable sections of the Zoning Code, approves the Exterior Appearance Plans attached to, and by this reference, incorporated into this Ordinance as **Exhibit C** (the "Approved Plans"), for the Applicant's telecommunications equipment upgrades on the Subject Property located in the IB Institutional Building Zoning District, subject to the conditions set forth in Section 4 of this Ordinance.

SECTION 4: Conditions on Approvals. The approvals granted in Section 3 of this Ordinance are expressly subject to all of the following conditions:

- A. **Compliance with Plans.** All work relative to the installation that is the subject of the Application shall be undertaken only in strict compliance with the Approved Plans attached as **Exhibit C**.
- B. **Compliance with Codes, Ordinances, and Regulations.** Except as specifically set forth in this Ordinance, the provisions of the Hinsdale Municipal Code and the Hinsdale Zoning Code shall apply and govern all development on, and improvement of, the Subject Property. All such development and improvement shall comply with all Village codes, ordinances, and regulations at all times.
- C. **Building Permits.** The Applicant shall submit all required building permit applications and other materials in a timely manner to the appropriate parties, which materials shall be prepared in compliance with all applicable Village codes and ordinances.

SECTION 5: Violation of Condition or Code. Any violation of any term or condition stated in this Ordinance or of any applicable code, ordinance, or regulation of the Village shall be grounds for rescission by the Board of Trustees of the approvals set forth in this Ordinance.

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.

PASSED this _____ day of _____, 2018.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this _____ day of _____, 2018, 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 APPLICANT TO THE CONDITIONS OF
THIS ORDINANCE:

By: _____

Its: _____

Date: _____, 2018

EXHIBIT A

LEGAL DESCRIPTION OF THE SUBJECT PROPERTY

THE EAST 200 FEET OF THE NORTH ½ OF LOT 4 IN BLOCK 7 IN BRANIGAR BROS. HINSDALE FARMS, BEING A SUBDIVISION OF THE NORTHWEST ¼ (EXCEPT THE EAST ½ OF THE NORTHWEST ¼ OF SAID NORTHWEST ¼) OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 5, 1920 AS DOCUMENT 141390, IN DUPAGE COUNTY, ILLINOIS.

Commonly known as: The Hinsdale Central Water Tank, at 339 W. 57th Street, Hinsdale, Illinois 60521

PIN: 09-13-100-006

EXHIBIT B

**FINDINGS AND RECOMMENDATION
(ATTACHED)**

HINSDALE PLAN COMMISSION

RE: Case A-13-2018 – Applicant: NTP Wireless for T-Mobile Central, LLC – Village Owned Water Tank at 339 W. 57th St.

Request: New Telecommunications Upgrade Equipment at existing Location - Zoning Code 11-604(C)(7) & 11-606(E)

DATE OF PLAN COMMISSION (PC) REVIEW: April 11 2018

DATE OF BOARD OF TRUSTEES 1ST READING: May 1, 2018

FINDINGS AND RECOMMENDATION

I. FINDINGS

1. The PC heard testimony from the applicant, Ms. Amanda Wegrzyn of NTP Wireless, agent for T-Mobile Central, LLC. She reviewed the request for Exterior Appearance and Site Plan application for telecommunication upgrades at 339 W. 57th Street, an existing T-Mobile telecommunication site on a Village owned water tank. She reviewed the scope of work for replacing 4 existing antennas with 4 new antennas, and replacement/addition of its ancillary equipment. The ancillary equipment was summarized as removing 4 tower mounted amplifiers (a.k.a. RRU) and installing 8 new ones (net increase of 4 RRU's). The purpose of this request is to improve the overall network coverage for T-Mobile customers. (11-604(C)(7))
2. The applicant stated that the upgrade request will create little or no change from the neighboring streets, and included photo sims in the application. (11-604(F) and 11-606(E))
3. A Plan Commissioner asked, in summary, if the request is to replace old equipment with new and larger equipment, within the standards of the Code. Chan, Village Planner stated yes, there is a building permit review process after the Exterior Appearance/Site Plan review for compliance. 11-606(E))
4. A Plan Commissioner asked about the language of the application, to understand if this review is a courtesy. Mr. Michael Marrs, Village Attorney, responded that he had previous correspondence with the applicant's attorney (Mr. Jack O. Snyder, Jr.), and Mr. Marr's position is the various laws that Mr. Snyder cites in the application, do not apply when the Village is acting in its proprietary capacity; the Village owns the water tower, and the applicant's request is pursuant to a lease with the Village of Hinsdale. To that end, the Village can require this request, per the Zoning Ordinance, for the Exterior Appearance/Site Plan review process. Mr. Marr's stated that Mr. Snyder disagreed, however, will reserve his rights to make the argument in the event of a negative outcome. (11-604(B) and (C)(7))
5. A Plan Commissioner asked if the request for upgraded equipment is to provide 5G service. The applicant responded, no, not yet, but the carriers are working on it. However, to clarify, the main purpose is to improve the service in the area. (11-604(F)(1))

II. RECOMMENDATIONS

Following a motion to recommend approval of the proposed Exterior Appearance and Site Plan review, as submitted, the Village of Hinsdale Plan Commission, on a vote of six (6) "Ayes," and three (3) "Absent," recommends that the President and Board of Trustees approve the application as submitted.

THE HINSDALE PLAN COMMISSION By:

Stephen J. Cochran, Chairman

Dated this 9th day of May, 2018.

EXHIBIT C

**APPROVED EXTERIOR APPEARANCE PLANS
(ATTACHED)**



NOTE:
CONTRACTOR TO FIELD VERIFY LOCATION
OF FYGA GPS ANTENNA TO BE UTILIZED.

LEGEND

- EXISTING EQUIPMENT
- REMOVED EQUIPMENT
- RELOCATED EQUIPMENT
- NEW EQUIPMENT

- EXISTING SITE SUPPORT CABINET
- REPLACE EXISTING CSR 7705 SAR-FM WITH NEW CSR 7705 SAR-A
 - INSTALL (2) NEW 10A DC BREAKER FOR NEW LTE PCS FSMF

- EXISTING MODULES IN FCOA CABINET:
- (2) GSM ESMB'S
 - (2) UNITS PCS FSMF'S REPLACE
 - (2) UNITS PCS FSMF'S WITH (2) NEW UNITS PCS FSMF'S WITH (1) FBBA
 - (2) LTE AWS FSMF'S WITH (1) FBBC. INSTALL (1) LTE PCS FBBC & (2) LTE 700 FBBC'S
 - INSTALL (1) NEW LTE PCS FSMF

(2) EXISTING HIGH CAP HCS TO BE UTILIZED

±12'-10" EQUIPMENT SHELTER

EXISTING SITE PLAN

SCALE: 1/4"=1'-0"

EXISTING T-MOBILE PLINTH TO BE REMOVED

EXISTING SITE SUPPORT CABINET

- NEW CSR 7705 SAR-A
- (1) EXISTING COVP DC BREAKER FOR ALPHA & BETA
- 10A LTE PCS FSMF DC BREAKER

- INSTALL (1) 12"x17"x4" HOFFMAN BOX ON NEW SSC FOR POWER
- INSTALL (1) 6"x6"x4" HOFFMAN BOX FOR TELCO
- INSTALL (1) 2" RIGID CONDUIT BETWEEN EXISTING SSC & NEW SSC FOR POWER
- INSTALL (1) 1" RIGID CONDUIT BETWEEN EXISTING SSC & NEW SSC FOR TELCO

NEW DELTA MEDIUM SITE SUPPORT CABINET:

- NEW 200A DC BREAKER FOR GAMMA & DELTA COVP

EXISTING FCOA CABINET:

- (2) EXISTING GSM ESMB'S
- (2) NEW UNITS PCS FSMF'S WITH (1) EXISTING FBBA
- (1) NEW LTE PCS FSMF W/ (1) NEW FBBC
- INSTALL (1) NEW FBBC IN EXISTING LTE AWS/PCS/700 FSMF
- INSTALL (2) NEW FBBC'S IN EXISTING LTE AWS/700 FSMF

(2) EXISTING HIGH CAP HCS TO BE UTILIZED

NEW SITE PLAN

SCALE: 1/4"=1'-0"

T-Mobile
stick together®
3550 BRYAN MAVER AVENUE SUITE 100
CHICAGO, ILLINOIS 60631

PLANS PREPARED BY:

W-T

**W-T COMMUNICATION
DESIGN GROUP, LLC**
WIRELESS INFRASTRUCTURE

2675 FRANK AVENUE
CHICAGO, ILLINOIS 60632
TEL: 477.793.8333 FAX: 477.793.8444
WWW.WTDESIGNGROUP.COM

© 2007 W-T COMMUNICATIONS DESIGN GROUP, LLC



DATE: DESCRIPTION: BY: REV:

05/08/17	FOR CLIENT REVIEW	KLO	A
05/17/17	REVISION	KLO	B
05/29/17	FINALS	KLO	C

SITE INFORMATION:

**HINSDALE WATER
TANK
CH65464A**

339 W. 57TH STREET
HINSDALE, IL 60521
W-T JOB NUMBER: 11700749

SHEET TITLE:

**EXISTING &
NEW SITE
PLANS**

SHEET NUMBER:

C-2

PLOT SCALE: 1"=11'-0"

TOP OF WATER TANK
±104'-0"

EXISTING NEW T-MOBILE ANTENNAS
±90'-0"

T-MOBILE ANTENNAS,
COMP. & RRU'S, SEE A-2

IMPORTANT SITE NOTES

1. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING FINAL RF CONFIGURATION AND NOTIFY T-MOBILE AND ENGINEERING FIRM WITH ANY DISCREPANCIES.
2. CONTRACTOR SHALL VERIFY ALL FINAL CONNECTION LOCATIONS WITH T-MOBILE ENGINEER, RF ENGINEER, AND NET-OPS PRIOR TO INSTALLATION.
3. CONTRACTOR TO USE PROPER TORQUE WRENCH WHEN INSTALLING AND TIGHTENING CONNECTORS TO INSURE PROPER FIT.
4. CONTRACTOR TO ARRANGE NEW MODULES/EQUIPMENT TO AVOID INTERFERING WITH SAFETY CLIMB.

NOTE:
A STRUCTURAL ANALYSIS OF THE TOWER OR STRUCTURE HAS BEEN COMPLETED BY THE W-T GROUP, LLC ON 05/25/17. THE LOCATION AND MOUNTING SHOWN IN THE STRUCTURAL ANALYSIS SHALL SUPERSEDE THESE DRAWINGS.

LEGEND

- EXISTING ANTENNA
- REMOVED ANTENNA
- RELOCATED ANTENNA
- NEW ANTENNA

GRADE

ELEVATION

SCALE: 1/16"=1'-0"

1



PLANS PREPARED BY:

W-T

**W-T COMMUNICATION
DESIGN GROUP, LLC**
WIRELESS INFRASTRUCTURE

2875 Piquette Avenue
Bryn Mawr, Illinois 60521
TEL: (773) 243-3225 FAX: (773) 251-0444
www.wtdesigngroup.com

N. License No. 164-001330-0013 Exp. 04/2019
CONTRACT NO. 2017-W-T-COMM-DESIGN-01-0001-0001

SEAL



DATE	DESCRIPTION	BY	REV
05/08/17	FOR CLIENT REVIEW	KLD	A
05/17/17	REVISION	KLD	B
05/25/17	FINALS	RSM	C

SITE INFORMATION:
**HINSDALE WATER
TANK**
CH65464A
339 W. 57TH STREET
HINSDALE, IL 60521
W-T JOB NUMBER: 17170746

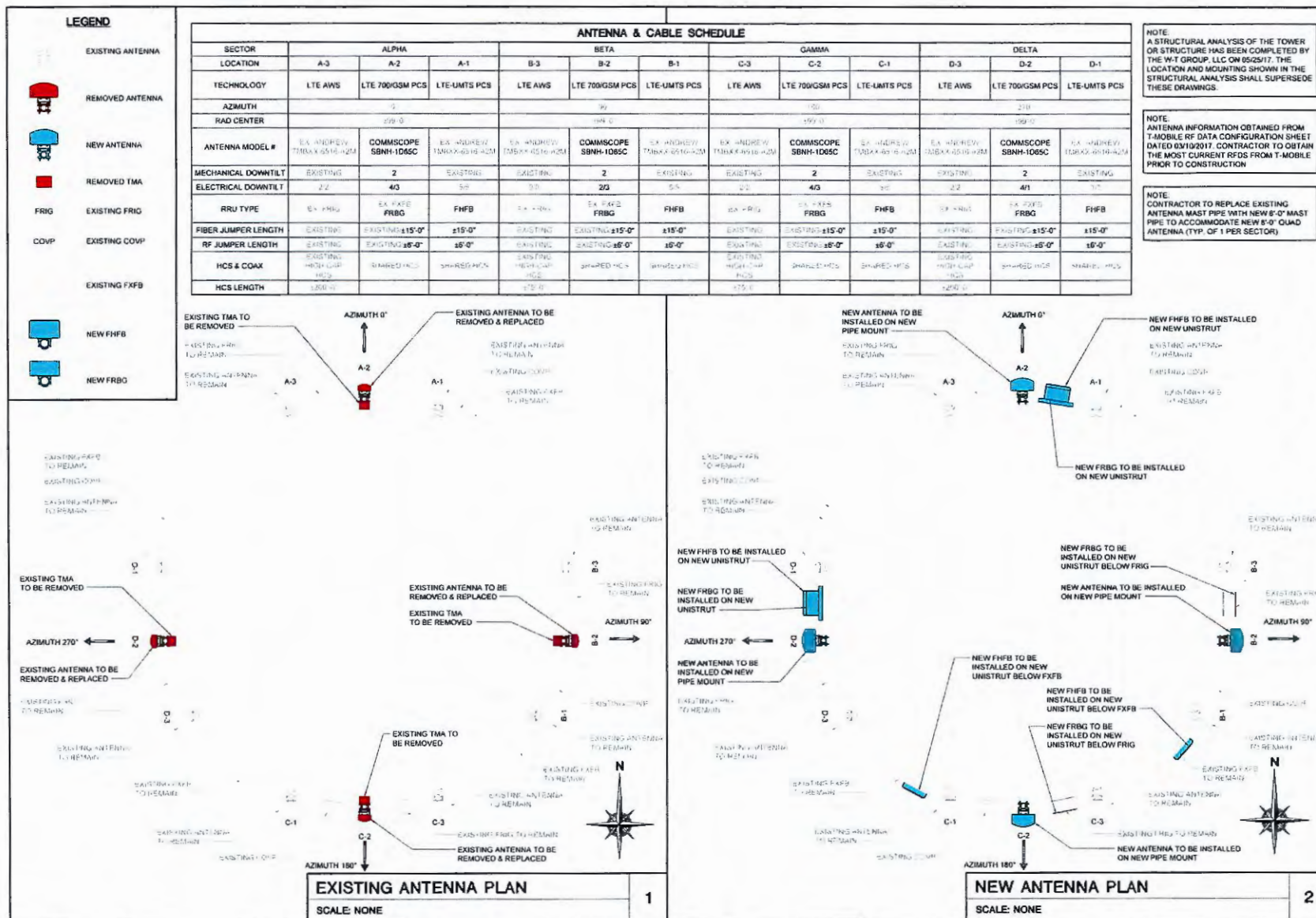
SHEET TITLE:

ELEVATION

SHEET NUMBER:

A-1

PLOT SCALE: 1" = 11'-0"



T-Mobile
stick together®
8540 BRYN MAWR AVENUE, SUITE 100
CHICAGO, ILLINOIS 60631

PLANS PREPARED BY:

W-T
W-T COMMUNICATION
DESIGN GROUP, LLC
WHEELER INFRASTRUCTURE
1075 PUBLIC AVENUE
HAWAII ESTATES, ILLINOIS 60142
PH: (773) 293-6222 FAX: (773) 293-5845
WWW.WTDESIGN.COM
COPYRIGHT © 2017 W-T COMMUNICATIONS DESIGN GROUP, LLC

SEAL:

DATE: DESCRIPTION: BY: REV:

DATE	DESCRIPTION	BY	REV
05/25/17	FOR CLIENT REVIEW	ALD	A
05/25/17	REVISION	ALD	B
05/25/17	FINALS	ALD	C

SITE INFORMATION:

HINSDALE WATER TANK
CH65464A
339 W. 57TH STREET
HINSDALE, IL 60521
W-T JOB NUMBER 1170048

SHEET TITLE:

ANTENNA PLANS & SCHEDULE

SHEET NUMBER:

A-2

PLOT SCALE: 1" = 11'-0"

AGENDA SECTION: Second Reading – ZPS

SUBJECT: Final Plat and concurrent Special Use Permit for a Child Daycare Facility and Exterior Appearance and Site Plan Review for a 1-story, 23-foot tall Child Daycare Facility in relation to Case A-44-2017
540 W. Ogden Avenue - Case A-12-2018

MEETING DATE: May 15, 2018

FROM: Chan Yu, Village Planner

Recommended Motion

Approve an Ordinance approving and accepting a Final Plat of Subdivision - Kensington School (540 W. Ogden Avenue); and

Approve an Ordinance approving a Special Use Permit to operate a Child Daycare Facility in the O-2 Limited Office Zoning District at 540 W. Ogden Avenue – Kensington School; and

Approve an Ordinance approving a Site Plan and Exterior Appearance Plan for a Child Daycare Facility – Kensington School – 540 W. Ogden Avenue

Background

The Village of Hinsdale, has received an application requesting approval for a Final Plat of Subdivision, Special Use Permit and concurrent Exterior Appearance/Site Plan to construct a new 15,000 SF, 23-foot tall, one-story child daycare school, from Charles Marlas of Kensington School. The Plan Commission (PC) held a Public Hearing on April 11, 2018, to review these new applications, in relation to Case A-44-2017 (Tentative Plat and Map Amendment), that the Village Board approved on April 17, 2018 (Ordinances O2018-17 and O2018-18).

The vacant subject property 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, 2.26 acres in area, into 8 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 final plat also proposes to subdivide 1.74 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.

The Final Plat of Subdivision and site plans include for example, a relocated refuse space to the interior side yard and play structure locations. Engineering plans, a landscape plan and proposed exterior elevations for the Kensington School are also included. Per the applicant, the proposed school features Colonial architecture that correlates well with the existing IBLP building in the area. The materials, shown on the elevation plan, will be 100% red brick masonry with white PVC smooth faced trim and a gray shingled roof. Per the landscape plan, the applicant has shown additional buffering with 8' tall Arborvitae hedgerow, on the interior of its fence between the parking lot at the northeast and refuse location at the southwest corner of the subject property. The building and parking lot lighting fixtures were also reviewed at the April 11, 2018, PC meeting. The designs are architecturally consistent with residential style lighting. Per the applicant, Kensington School will work with the Village in regards to lighting and shielding adjustments if and when necessary.

Per the Special Use permit application, the proposed use for a child daycare center at 540 W. Ogden Avenue will contribute to the Village by providing programs that are underserved in the community. This is consistent with a comment by the PC at the March 14, 2018, PC meeting. A more detailed description of the proposed Kensington School is summarized in the traffic report, and states: "The site is to be developed with eight single-family homes on the south side of the site and an approximate 15,000 square-foot Kensington School on the north side of the site. As proposed, the school will provide a full-day preschool program with a maximum enrollment of 150 students and approximately 21 to 23 staff members that will operate between 6:30 A.M. and 6:30 P.M. According to the operator, most students will be dropped off between 6:30 and 8:30 A.M. and picked up between 3:30 and 6:00 P.M. All parents will be required to park and walk their child to and from the school. The school will have a total of 39 parking spaces."

It should be noted that the site plan includes a loading space along the west side of the building. The applicant has stated that he does not need a loading space for deliveries and that his preference would be to keep the area as green space instead. Given the specific use and needs of the proposed school, unique subject property shape, and relation to its surrounding neighbors, the Board of Trustees will need to consider this request and/or include its removal as a condition of the Special Use Permit.

Per Title 11 of the Village Subdivision Regulations, the Village will need to consider storing a public storm water vault under the subject property, and the applicant provide public drainage and utility easements per the Final Plat, in lieu of the requirements for land dedication and/or contribution requirements set forth in Title 11 Section 11-1-12(G). Installing a public storm water vault on the applicant's property as a public benefit has been discussed favorably by the PC on April 11, 2018, and the Village Board on April 17, 2018, to manage flood water issues in the area.

Discussion & Recommendation

On April 11, 2018, the PC unanimously recommended approval, 6-0 (3 absent), for the Final Plan, and concurrent Special Use Permit and Exterior Appearance and Site Plan, as submitted.

Village Board and/or Committee Action

At the May 1, 2018, BOT meeting, the Village Board had no issues with the application and moved the item forward for Second Reading.

Documents Attached

Ordinances

The following related materials were provided for the Board of Trustees of this item on May 1, 2018, and can be found on the Village website at:

http://cms4.revize.com/revize/hinsdale/document_center/VillageBoard/2018/05%20MAY/VBOT%20packet%2005%2001%2018.pdf

Final Plat, Special Use Permit and Exterior Appearance/Site Plan Applications

Zoning Map and Project Location

Birds Eye View of 540 W. Ogden Avenue

Parcel View of 540 W. Ogden Avenue

Draft Findings and Recommendations with transcript of April 11, 2018, PC public hearing

VILLAGE OF HINSDALE

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ACCEPTING A FINAL PLAT OF SUBDIVISION -
KENSINGTON SCHOOL
(540 WEST OGDEN AVENUE)

WHEREAS, Kensington School (the "Applicant"), proposed successor in interest to MIH, LLC, current owner of 540 West Ogden Avenue, Chicago, Illinois (the "Property"), has filed various applications with the Village related to a proposed subdivision and redevelopment of the Property; and

WHEREAS, among the applications filed is a request to resubdivide the existing four (4) acre R-4 Single-Family Residential Zoning District Lot into eight (8) code compliant R-4 lots, and one lot zoned O-2 Limited Office District. The Village Board of Trustees has previously, on April 17, 2018, approved a Tentative Plat of Resubdivision related to the proposed subdivision and redevelopment; and

WHEREAS, the Tentative Plat and other aspects of the proposed subdivision and redevelopment having been approved, the Applicant now seeks approval of a Final Plat of Subdivision that will allow the subdivision and redevelopment of the Property, a copy of which is attached hereto and made a part hereof as **Exhibit A** ("Final Plat of Subdivision"); and

WHEREAS, the Village of Hinsdale Plan Commission has considered all of the matters related to the Final Plat of Subdivision, and has recommended approval of the Final Plat by the Board of Trustees on a vote of six (6) in favor, zero (0) opposed, and three (3) absent; and

WHEREAS, the President and Board of Trustees of the Village of Hinsdale, having reviewed the Final 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 Final 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: Final 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 attached Final Plat of Subdivision, incorporated into this Ordinance as **Exhibit A**, subject to the condition and waiver set forth in Section 3 below.

SECTION 3: Conditions and Waivers.

- A. The Applicant, Kensington School, is the proposed successor in interest to MIH, LLC, the current owner of the Property. The approvals given in this Ordinance to the Final Plat of Subdivision are specifically conditioned on the acquisition of the Property by the Applicant or a related entity assignee. Should the Applicant or a related entity assignee fail to acquire the Property from MIH, LLC, this Ordinance, and Final Plat of Subdivision approval, 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.
- B. As a condition of the subdivision approved herein, the Applicant is granting an easement to the Village for an underground detention area/vault system to be placed underground, south of the proposed Kensington School building in order to aid in the alleviation of flooding in the surrounding area, and is granting to the Village easements for maintenance and operation of the detention area/vault, and for any associated piping structures on the property. The foregoing easements are a public benefit and in lieu of the dedication of park land or cash contribution, as otherwise required by Section 11-1-12 of the Village's Subdivision Code.

SECTION 4: Execution. The Village President and Village Clerk, or their designees, are hereby authorized to execute the approved Final 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 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 Final 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. Subject to the condition set forth in Section 3 above, 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 _____, 2018, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this _____ day of _____, 2018, 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 APPLICANT TO THE CONDITIONS OF THIS ORDINANCE:

By: _____

Its: _____

Date: _____, 2018

EXHIBIT A

**APPROVED FINAL PLAT OF SUBDIVISION
(ATTACHED)**

VILLAGE OF HINSDALE

ORDINANCE NO. _____

AN ORDINANCE APPROVING A SPECIAL USE PERMIT TO OPERATE A CHILD DAYCARE FACILITY IN THE O-2 LIMITED OFFICE ZONING DISTRICT AT 540 W. OGDEN AVENUE – KENSINGTON SCHOOL

WHEREAS, Kensington School (the "Applicant"), proposed successor in interest to MIH, LLC, current owner of 540 West Ogden Avenue, Chicago, Illinois (the "Property"), has filed various applications with the Village related to a proposed subdivision and redevelopment of the Property; and

WHEREAS, among the applications filed is an application (the "Application") seeking a special use permit to operate a child daycare service use at the Property, which is located in the O-2 Limited Office Zoning District and is legally described in **Exhibit A** attached hereto and made a part hereof; and

WHEREAS, child daycare service uses are permitted as special uses in the O-2 Limited Office Zoning District pursuant to Section 6-106 (Special Uses) of the Hinsdale Zoning Code ("Zoning Code"); 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, on April 11, 2018, the Plan Commission held a public hearing on the application pursuant to notice thereof properly published in *The Hinsdalean* on March 22, 2018, in accordance with Illinois law, and, after considering all of the testimony and evidence presented at the public hearing, the Plan Commission recommended approval of the Application by a vote of six (6) in favor, zero (0) against and three (3) absent, all as set forth in the Plan Commission's Findings and Recommendation for Plan Commission Case No. A-12-2018 ("Findings and Recommendation"), a copy of which is attached hereto as **Exhibit B** and made a part hereof; 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 11-602 of the Zoning Code relating to special use permits, with the additional conditions specified below.

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

Section 1: Incorporation. The foregoing recitals are incorporated into this Section 1 by reference as findings of the President and Board of Trustees;

Section 2: Adoption of Findings and Recommendation. The President and Board of Trustees of the Village of Hinsdale approve and adopt the findings and recommendation of the Plan Commission, a copy of which is attached hereto as **Exhibit B** and made a part hereof, and incorporate such findings and recommendation herein by reference as if fully set forth herein.

Section 3: Additional Conditions. The President and Board of Trustees of the Village of Hinsdale, while adopting the findings and recommendation of the Plan Commission, additionally find that the special use merits the imposition of certain additional conditions, primarily due to its immediate proximity to residential uses as well as safety concerns related to traffic. Those conditions include providing ingress and egress through continuing access onto both north and southbound Monroe Street, and from and to Monroe Street from and to both east and westbound Ogden Avenue, for safety reasons and in order to facilitate an effective flow of traffic, a requirement that the daycare use have no loading space, as it is not necessary for this use, and placement as required by Village Codes in the rear of the building would place it in unacceptably close proximity to the adjacent residences, and a requirement that the Applicant, as a condition of approval of the use, grant an easement to the Village for an underground detention area/vault system to be placed underground south of the proposed Kensington School building in order to aid in the alleviation of flooding in the surrounding area, and grant to the Village easements for maintenance and operation of the detention area/vault, and for any associated piping structures on the property. The foregoing easements are a public benefit and in lieu of the dedication of park land or cash contribution, as otherwise required by Section 11-1-12 of the Village's Subdivision Code. The conditions are listed and approved in Section 4 below.

Section 4: Approval of Special Use for a Child Daycare Service Use. 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 approves a special use permit for a child daycare service use in the O-2 Limited Office Zoning District on the Property located at 540 W. Ogden, Hinsdale, Illinois, legally described in **Exhibit A**, for the benefit of the Applicant or a related entity assignee and their successors, subject to the following conditions:

- A. There be no loading space included in the site plan for development of the Property; and

- B. Ingress and egress from the Property onto both north and southbound Monroe Street shall be maintained at all times. The Village shall not take steps to alter or interfere with ingress and egress from and to Monroe Street from and to both west and eastbound Ogden Avenue in order to ensure, to the extent within the Village's control, that such ingress and egress shall be maintained at all times (except for the current 7 a.m. to 7 p.m. no left-hand restriction westbound on to Ogden Avenue from Monroe Street, which shall remain); and
- C. An easement shall be granted to the Village for construction, operation and maintenance of an underground detention area/vault system, and for any associated piping on the property.

Section 5: Violation of Condition or Code. Any violation of any term or condition stated in this Ordinance or of any applicable code, ordinance, or regulation of the Village shall be grounds for the immediate rescission by the Board of Trustees of the approvals made in this Ordinance.

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.

PASSED this _____ day of _____ 2018.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this _____ day of _____, 2018, 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 APPLICANT TO THE
CONDITIONS OF THIS ORDINANCE:**

By: _____

Its: _____

Date: _____, 2018

EXHIBIT A

LEGAL DESCRIPTION

LEGAL DESCRIPTION FOLLOWING SUBDIVISION:

**LOT 1 IN KENSINGTON SUBDIVISION, BEING A SUBDIVISION IN THE
NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 38 NORTH,
RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE
COUNTY, ILLINOIS.**

**PIN PRIOR TO SUBDIVISION (NEW PINS NOT YET ASSIGNED): 09-
02-213-001**

**COMMONLY KNOWN AS: 540 W. OGDEN AVENUE, HINSDALE,
ILLINOIS**

EXHIBIT B

**FINDINGS AND RECOMMENDATION
(ATTACHED)**

VILLAGE OF HINSDALE

ORDINANCE NO. _____

**AN ORDINANCE APPROVING A SITE PLAN AND EXTERIOR APPEARANCE PLAN
FOR A CHILD DAYCARE FACILITY –
KENSINGTON SCHOOL – 540 W. OGDEN AVENUE**

WHEREAS, Kensington School (the "Applicant"), proposed successor in interest to MIH, LLC, current owner of 540 West Ogden Avenue, Chicago, Illinois (the "Property"), has filed various applications with the Village related to a proposed subdivision and redevelopment of the Property; and

WHEREAS, among the applications filed is a request for site plan and exterior appearance plan approval for the proposed redevelopment of the Property, upon its being rezoned to O-2 Limited Office Zoning District, with a child daycare facility use (the "Proposed Redevelopment"). The Property is legally described in **Exhibit A** attached hereto and made a part hereof; and

WHEREAS, the Proposed Redevelopment is depicted in the Site Plans and Exterior Appearance Plans attached hereto as **Exhibit B** and made a part hereof; and

WHEREAS, the Application has been referred to the Plan Commission of the Village and has been processed in accordance with the Hinsdale Zoning Code ("Zoning Code"), as amended; and

WHEREAS, on April 11, 2018, the Plan Commission of the Village of Hinsdale reviewed the Application at a public hearing pursuant to notice given in accordance with the Zoning Code; and

WHEREAS, the Plan Commission, after considering all of the testimony and evidence presented at the public hearing, recommended approval of the proposed exterior appearance plan and proposed site plan, on a vote of six (6) ayes, zero (0) nays, and three (3) absent, as set forth in the Plan Commission's Findings and Recommendation in this case ("Findings and Recommendation"), a copy of which is attached hereto as **Exhibit C** and made a part hereof. The Plan Commission has filed its report of Findings and Recommendation regarding the approval sought in the Application with the President and Board of Trustees; and

WHEREAS, the President and Board of Trustees 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 established in subsection 11-604F of the Zoning Code governing site plan approval, and 11-606E of the Zoning Code governing exterior appearance review.

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

SECTION 1: Recitals. The foregoing recitals are incorporated into this Ordinance by this reference as findings of the President and Board of Trustees.

SECTION 2: Approval of Site Plan and Exterior Appearance Plan. The Board of Trustees, having considered the materials, facts and circumstances affecting the Application, and acting pursuant to the authority vested in it by the laws of the State of Illinois and Sections 11-604 and 11-606 of the Hinsdale Zoning Code, approves the Site Plan and Exterior Appearance Plan attached to, and by this reference, incorporated into this Ordinance as **Exhibit B** (the "Approved Plans"), for the benefit of Applicant or a related entity assignee and their successors, subject to the conditions stated below, including the removal of the proposed loading space, which is hereby found and determined by the Board to be unnecessary for this proposed use.

SECTION 3: Conditions on Approvals. The approvals granted in Section 2 of this Ordinance are expressly subject to all of the following conditions:

- A. **Removal of Loading Space.** The Approved Plans shall be revised to remove the proposed loading space.
- B. **Compliance with Plans.** All work on the Subject Property shall be undertaken only in strict compliance with the Approved Plans attached as **Exhibit B**.
- C. **Compliance with Codes, Ordinances, and Regulations.** Except as specifically set forth in this Ordinance, the provisions of the Hinsdale Municipal Code and the Hinsdale Zoning Code shall apply and govern all development on, and improvement of, the Subject Property. All such development and improvement shall comply with all Village codes, ordinances, and regulations at all times.
- D. **Building Permits.** The Applicant shall submit all required building permit applications and other materials in a timely manner to the appropriate parties, which materials shall be prepared in compliance with all applicable Village codes and ordinances.

SECTION 4: Violation of Condition or Code. Any violation of any term or condition stated in this Ordinance, or of any applicable code, ordinance, or regulation of the Village, shall be grounds for rescission by the Board of Trustees of the approvals set forth in this Ordinance.

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 are 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.

ADOPTED this _____ day of _____, 2018, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this _____ day of _____, 2018, 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 APPLICANT TO THE CONDITIONS OF THIS ORDINANCE:

By: _____

Its: _____

Date: _____, 2018

EXHIBIT A

LEGAL DESCRIPTION FOLLOWING SUBDIVISION:

**LOT 1 IN KENSINGTON SUBDIVISION, BEING A SUBDIVISION IN THE
NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 11
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.**

PIN PRIOR TO SUBDIVISION (NEW PINS NOT YET ASSIGNED): 09-02-213-001

COMMONLY KNOWN AS: 540 W. OGDEN AVENUE, HINSDALE, ILLINOIS

EXHIBIT B

APPROVED SITE PLANS AND EXTERIOR APPEARANCE PLANS

(ATTACHED)

EXHIBIT C

FINDINGS AND RECOMMENDATION

(ATTACHED)



REQUEST FOR BOARD ACTION
Community Development

AGENDA SECTION: Second Reading – ZPS

SUBJECT: Text Amendment to change certain height, bulk, yard and coverage requirements for O-2 Zoning Lots adjoining three or more lots with single-family detached homes
Request by the Village of Hinsdale

MEETING DATE: May 15, 2018

FROM: Chan Yu, Village Planner

Recommended Motion

Approve a Referral to the Plan Commission for Review and Consideration for an Ordinance amending the Hinsdale Zoning Code, Chapter 6 (Office Districts), Section 6-111 (Bulk, Space and Yard Requirements) to change certain height, bulk, yard and coverage requirements for O-2 Zoning District Lots adjoining three or more lots with single-family detached dwellings.

Background

On March 14, 2018, the Plan Commission (PC) reviewed a Tentative Plat of Subdivision and Map Amendment request from Charles Marlas, of Kensington School, at 540 W. Ogden Avenue (the "Property") (Case A-44-2017). The PC subsequently considered approvals of a Final Plat of Subdivision, a special use request, and exterior appearance and site plans for the Property. The applications proposed to subdivide 1.74 acres of the northern half of the lot facing Ogden Avenue, and to amend the zoning from R-4 single family residential to an O-2 limited office district for redevelopment of the Property with a one-story building for use as a child daycare facility approved as a special use.

Per the Zoning 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. However, during the public hearing at the PC meeting and Board of Trustees meeting on April 17, 2018, neighborhood residents stated concerns over the long-term development implications of the Property under the O-2 zoning classification, if Kensington School were to move.

In response to the concerns voiced by the local residents at the PC and Village Board meetings, the Village of Hinsdale staff is proposing a Text Amendment to Section 6-111(H) (Exceptions and Explanatory Notes) to create modified height, bulk, yard and coverage requirements for O-2 zoned lots (over 1 acre) adjoining three or more single family lots and not separated from such lots by a right-of-way.

Of note, the text amendment would:

- Limit the maximum structure height from 40 feet to 25 feet on such lots (homes in the residential districts are allowed up to 30 feet or more).
- Require minimum lot coverage and setback requirements on such lots 30% increased than current which would result in the:
 - ▶ Front yard setback increasing on such lots from 25 feet to 32.5 feet
 - ▶ Side yard setback increasing on such lots from 10 feet to 13 feet

- ▶ Rear yard setback increasing on such lots from 20 feet to 26 feet
- Limit the maximum floor area ratio (F.A.R) by decreasing it on such lots from .50 to .25 (the O-1 is limited to .40 and a comparable lot size in the R-4 district is allowed .20 plus 2,000 SF)

It should be noted at the April 17, 2018, Village Board meeting, the applicant for the Kensington School application stated that he understands the concerns and would not object to text amendments which affect future development on the Property in order to address the concerns of the residents in the area.

Discussion & Recommendation

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

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

At the May 1, 2018, Board of Trustees meeting, the Village Board had no issues with the application and moved the item forward for Second Reading.

Documents Attached

Draft Ordinance

The following related materials were provided for the Board of Trustees of this item on May 1, 2018, and can be found on the Village website at:

http://cms4.revize.com/revize/hinsdale/document_center/VillageBoard/2018/05%20MAY/VBOT%20packet%2005%2001%2018.pdf

Text Amendment and Plan Commission Applications by the Village
Plan Commission March 14, 2018, Public Hearing Transcript Excerpt
Zoning Ordinance Section 6-111

VILLAGE OF HINSDALE

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE HINSDALE ZONING CODE, CHAPTER 6
(OFFICE DISTRICTS), SECTION 6-111 (BULK, SPACE AND YARD
REQUIREMENTS) TO CHANGE CERTAIN HEIGHT, BULK, YARD AND COVERAGE
REQUIREMENTS FOR O-2 ZONING DISTRICT LOTS ADJOINING THREE OR MORE
LOTS WITH SINGLE-FAMILY DETACHED DWELLINGS**

WHEREAS, the Village of Hinsdale Board of Trustees (the "Applicant") has filed an application (the "Application") pursuant to Section 11-601(C) of the Hinsdale Zoning Code for an amendment to the text of Section 6-111 of the Hinsdale Zoning Code to more accurately tailor the bulk, height and yard requirements for properties in the O-2 Zoning District that adjoin three (3) or more lots containing detached single-family dwellings (the "Proposed Text Amendments"); and

WHEREAS, the Board of Trustees has transmitted the Application for the Proposed Text Amendments to the Village Manager pursuant to Section 11-601(D)(1) of the Hinsdale Zoning Code, who has referred the Application to the Plan Commission of the Village of Hinsdale (the "Village") for consideration and a hearing, and the Application has otherwise been processed in accordance with the Hinsdale Zoning Code, as amended; and

WHEREAS, on _____, 2018, the Plan Commission held a public hearing on the Application (the "Public Hearing"). After considering all of the testimony and evidence presented at the Public Hearing, the Plan Commission recommended approval of the Proposed Text Amendments by a vote of _____ in favor and _____ opposed, with _____ members absent, as set forth in the Plan Commission's Findings and Recommendation relative to the Proposed Text Amendments for Plan Commission Case No. A-__-2018 ("Findings and Recommendation"), a copy of which is attached hereto as **Exhibit A** and made a part hereof; and

WHEREAS, the President and Board of Trustees of the Village have duly considered the Findings and Recommendation of the Plan Commission, the factors set forth in Section 11-601(E) of the Hinsdale Zoning Code and all of the facts and circumstances affecting the Application.

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: Findings. The President and Board of Trustees, after considering the Findings and Recommendation of the Plan Commission, and other matters properly before it, adopts and incorporates the Findings and Recommendation of the Plan

Commission as the findings of this President and the Board of Trustees, as completely as if fully recited herein at length, The President and Board of Trustees further find that the Proposed Text Amendments set forth below are demanded by and required for the public good.

Section 3: Amendment.

The Hinsdale Zoning Code, Chapter 6 (Office Districts), Section 6-111 (Bulk, Space and Yard Requirements) Subsection 6-111(H) (*Exceptions and Explanatory Notes*) shall be amended in relevant part as follows:

"H. *Exceptions And Explanatory Notes:*

1. *Height Exceptions Special Height Standards:*

[. . .]

d. O-2 Lots Adjoining Three or More Single-Family Lots:

- i. This Subsection 6-111(H)(1)(d) applies only to those lots in an O-2 Zoning District that:
 - a. are over one (1) acre in size; and
 - b. adjoin three (3) or more lots containing a single-family detached dwelling (even if the single-family detached dwelling is legal nonconforming in use or structure) for at least twenty (20) lineal feet.
- ii. If any lot in the O-2 Zoning District meets the standards in Subsection 6-111(H)(1)(d)(i) above, then the allowed height of any structure located in that O-2 zoned lot shall be a maximum of twenty-five feet (25'), as opposed to the maximum of forty feet (40') generally allowed in the O-2 Zoning District.

[. . .]

10. Special Rear Lot, Yard, Setback, Floor Area Ratio Exception Standards for Certain Lots In The O-2 Zoning District:

- a. No rear yard or rear setback shall be required on any lot zoned in the O-2 district when the rear lot line of such lot is contiguous to a railroad right of way and such lot is not contiguous to any lot zoned in any residential district.
- b. For any lot in the O-2 Zoning District that is situated according to the standards in Subsection 6-111(H)(1)(d)(i) above, all

minimum lot, yard and setback requirements shall be thirty percent (30%) higher than would otherwise be allowed in the O-2 Zoning District; and all maximum floor area ratio requirements shall be fifty percent (50%) lower than would be otherwise allowed in the O-2 Zoning District.

[. . .]

Section 4: Amendment.

The "Bulk, Space And Yard Requirements Matrix in the Hinsdale Zoning Code, Chapter 6 (Office Districts), Section 6-111 (Bulk, Space and Yard Requirements) shall be amended to reference the text amendments reflected in **Section 3** of this Ordinance, as appropriate.

Section 5: Amendment.

Title 12 (Applicability and Interpretation), Article 2 (Interpretations), Section 12-206 (Definitions), shall be amended to include the following definition:

Adjoin: When three lots touch, lie immediately next to, or share a common wall or lot line, they *adjoin* each other and are *adjoining* lots; and in contrast to abutting lots, lots do not *adjoin* if they are fully separated by an improved public right-of-way, alley, or other public land such that no part of the lots physically touch.

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 pamphlet form in the manner provided by law.

PASSED this ____ day of _____, 2018.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this ____ day of _____, 2018, and attested to by the Village Clerk this same day.

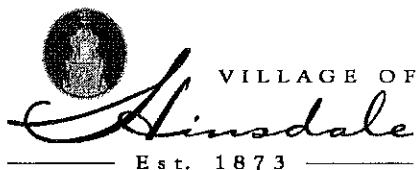
Thomas K. Cauley, Jr., Village President

ATTEST:

Christine M. Bruton, Village Clerk

This Ordinance was published by me in pamphlet form on the ____ day of _____, 2018.

Christine M. Bruton, Village Clerk



12a

MEMORANDUM

DATE: May 9, 2018
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- April 2018**

In the month of April the department issued 94 permits including 3 new single family homes. The department conducted 300 inspections and revenue for the month came in at just under \$184,000.

There are approximately 76 applications in house, including 15 single family homes and 16 commercial alterations. There are 35 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, 52 engineering inspections were performed for the month of April 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 29 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 April 2018

PERMITS	THIS MONTH	THIS MONTH LAST YEAR	FEEs	FY TO DATE	TOTAL LAST FY TO DATE
New Single Family Homes	3	3			
New Multi Family Homes	0	0			
Residential Addns./Alts.	18	15			
Commercial New	0	0			
Commercial Addns./Alts.	4	5			
Miscellaneous	31	32			
Demolitions	4	3			
Total Building Permits	60	58	\$ 164,823.00	\$1,331,886.00	\$1,229,749.00
Total Electrical Permits	14	17	\$ 6,905.00	\$ 107,488.00	\$115,430.00
Total Plumbing Permits	20	17	\$ 12,230.00	\$ 160,576.00	\$170,125.00
TOTALS	94	92	\$ 183,958.00	\$1,599,950.00	\$ 1,515,304.00

Citations					
Vacant Properties	29				

INSPECTIONS	THIS MONTH	THIS MONTH LAST YEAR			
Bldg, Elec, HVAC	140	198			
Plumbing	34	59			
Property Maint./Site Mgmt.	74	36			
Engineering	52	82			
TOTALS	300	375			

REMARKS:



MEMORANDUM

DATE: May 9, 2018

TO: President Cauley and Village Board of Trustees
Kathleen Gargano, Village Manager

FROM: Brendon Mendoza, Administrative Analyst

RE: Public Services Monthly Report – April 2018

Provided below is the monthly staff report from the Public Services Department. This highlights activities that occurred during the month of April.

- Public Services managed the North Infrastructure Project with John Neri Construction. Staff arranged tree protection measures for the scheduled roadway work on the north side of the Village.
- Village staff participated in Arbor Day celebrations at Madison School and Oak School. The Village provided and planted a Hybrid Buckeye tree at each school.
- Public Services prepared surplus equipment for online auction.
- Public Services staff prepared and turned on the Burlington Fountain for the season.
- Public Services identified and repaired three (3) water main breaks.
- Public Services managed the Emerald Ash Borer ("EAB") injection treatments contract, treating 279 trees.
- Staff reviewed and commented on eight (8) tree preservation plans that were submitted for building permits.

April Water Main Break Locations

<u>Date</u>	<u>Address</u>	<u>Pipe Size/Type</u>	<u>Duration</u>
4/11/18	333 S. Park	4" Cast Iron	7hrs
4/18/18	4 th and Garfield	4" Cast Iron	4hrs
4/18/18	3 rd and Elm	4" Cast Iron	4hrs



MEMORANDUM

Village of Hinsdale Department of Public Services Roadway Division Monthly Report – April 2018

Activity Measures

Standard Tasks	April 2018	Prev Mo	YTD 2018
Signs	18	42	80
Posts	0	11	16
Signs Repaired	0	7	18
Cold Mix (tons)	5.75	12.5	29.1
Hot Mix (tons)	0	0	0
Gravel for Alleys (tons)	0	0	0
White Paint (gallons)	0	0	0
Yellow Paint (gallons)	0	0	0
Basin top Cleaning (hours)	0	19	157
Alley Grading (hours)	11	7	30
Alley Trimming (hours)	0	0	0
Concrete (yards)	0	0	0
Snow & Ice Callouts	2	1	29
Road Salt Used (tons)	23	30.25	980.25
Sand Used (tons)	0	0	0
Salt & Calcium for walks, stairs, etc. (tons)	10	0	84
Leaves Swept Up (yards)	40	20	60
Central Business District Sweeps	4	3	7
Complete Village Sweeps	0	0	0
Parking Lot Sweeps	0	0	0
Street Light Poles Repaired	0	11	15
Request For Services Completed	92	105	373
Sump pump issues	0	0	108
Pool maintenance (hours)	0	0	0
Parkway Restorations	25	3	42
Parking meters	1	4	9
Special Events	22	4	46
Hauling to dump	0	0	2



MEMORANDUM

Significant issues for this month:

- Public Services had two call outs in April for snow and ice events. A total of 23 tons of salt was used.
- Public Services filled potholes in miscellaneous problem, complaint areas, and watermain breaks using 5.75 tons of cold patch.
- The Roadway Division completed 92 service requests in April.
- The Roadway Division completed 25 parkway restorations in April.
- Public Services contracted with Strada Construction to repair 10 separate concrete locations throughout the Village.



MEMORANDUM

**Village of Hinsdale
Department of Public Services
Forestry Division
Monthly Report – April 2018**

Trees pruned by Village Staff:

- Small tree pruning (diameter 10 inches and less) – 347 trees. Small tree pruning is completed for the season.
- Completed 5 resident tree work requests, which involved pruning of 6 trees.

Trees pruned by contractor (diameter 10 inches and above):

- The pruning program for this winter is complete. A total of 1054 trees have been pruned. The area of the Village that was 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.

Trees removed by Village Staff:

- 14 public trees were removed in April.
- 217 public trees were removed by staff this fiscal year.
- 22 public trees currently are scheduled for removal by staff.

Trees removed by contractor:

- Elm – 1.
- Ash – 0.
- Other – 9.
- 228 public trees were removed by contractor during this fiscal year.
- 2 public trees currently are scheduled for removal by contractor.

Ash trees infested by Emerald Ash Borer detected by Village Staff:

- 0 public eab positive ash trees were detected in April; 58 eab positive ash trees detected this fiscal year.
- 0 private eab positive ash trees were detected in April; 11 eab positive ash trees detected this fiscal year.

Ash trees removed:

- 3 ash trees were removed this month (3 Village / 0 Contractor)
- 228 ash trees were removed this fiscal year (123 Village / 105 Contractor)
- 1423 ash trees have been removed since February 2011 (1170 EAB Positive)



MEMORANDUM

Ash trees that have been treated to manage infestation by Emerald Ash Borer:

- Injection Treatments were completed in April; a total of 279 trees were treated through soil injections.

Elm diseased trees detected by Village Staff:

- 0 public ded positive elm trees were detected in April; 22 ded positive elm trees detected this fiscal year (16 treated/8 untreated).
- 0 private ded positive elm trees were detected in April; 54 ded positive elm trees detected this fiscal year.

Elm trees removed by Village Staff:

- 0 diseased trees.
- 1 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:

- 402 American elms have been treated this year.

Tree stumps removed by Village Staff:

- 86 public tree stumps were routed, the mulch was removed and the parkway restored with top soil and grass seed.

Trees Planted:

- 0 trees were planted through the Village's Planting Program.
- 3 trees were planted through the Tribute Tree Program.
- 0 trees were planted through the Resident Reimbursement Program.

Other:

- Village staff participated in Arbor Day celebrations at Madison School and Oak School. The Village provided and planted a Hybrid Buckeye tree at each school. Students had celebrations where they discussed the importance of trees in the community. The Village Forester spoke about the benefits of trees in the community, tree care, and then answered questions from the kids.
- Staff arranged tree protection measures for the scheduled roadway work on the north side of the Village.
- Staff reviewed and commented on 8 tree preservation plans submitted for building permits.

Tree Preservation (Public Services)

Activity Measures

Standard Tasks	April 2018	Previous Mo	YTD 2018
Tree Pruning Contractual	190	310	1054
Tree Pruning In-House	6	0	19
Small Tree Pruning In-House	0	347	530
Tree Removal Contractual	10	1	16
Tree Removal In-House	14	8	43
Trees Planted	3	0	3
Elm Trees Treated	0	0	0
Dutch Elm Disease Losses (Private)	0	0	0
Elm Losses (Public)	1	1	2
Ash Trees Treated	279	0	279
Ash Tree Removal - EAB (Private)	0	0	0
Ash Tree Removal – EAB (Public) <i>Note: since Feb 2011, 589 public Ash trees have been removed</i>	In-House 3	In-House 7	In-House 15
	Contracted 0	Contracted 0	Contracted 4
Tree Preservation Plan Reviews	8	7	30



MEMORANDUM

Village of Hinsdale **Department of Public Services** **Parks Maintenance Division** **Monthly Report – April 2018**

April Totals			
Job Task	Hours	Accomplished	Units
Admin	16.5	21	Hour
Clean Bathroom	42.5	24	Each Bathroom
Refuse Removal	31.5	31.5	Hour
Fountain Maintenance	14	14	Hour
Litter Removal	17	17	Hour
Weed Removal	39	39	Hour
Brush Pick Up	0	0	Hour
Athletic Field Striping	43.5	12	Each Field
Infield Maintenance	4	3	Each Field
Athletic Goal/Net Maintenance	23.5	4	Each Goal
Turf Repair/Sod Installation	7.5	7.5	Hour
Aeration	0	0	Hour
Over seeding	39.5	500	Lbs. of Seed
Turf Evaluation/Soil Testing	0	0	Each
Hardwood Mulch Installation	6	0	Cubic Yard
Leaf Mulching	0	0	Hour
Mowing	0	0	Hour
Land Clearing	0	0	Hour
Planting Bed Preparation	15	16	Each Bed
Plant Installation/Removal	0	0	Hour
Flowering Bulb Installation/Removal	0	0	Hour
Tree and Shrub Maintenance	0	10	Each
Fertilization	6.5	6.5	Hour
Watering	9.5	9.5	Hour
Pest and Weed Control (chemical)	0	0	Hour
Irrigation Start Up (spring)	0	0	Each
Irrigation Repair	0	0	Each
Irrigation Winterization	0	0	Each
Playground Maintenance/Repair	15	15	Hour
Playground Inspection	0	0	Each
Playground Mulch Installation	0	0	Cubic Yards
Holiday Decorating	0	0	Hour
Platform Tennis Repairs	0	0	Each

Special Events	0	0	Hour
Building Maintenance	6	6	Hour
Equipment/Vehicle Maintenance	2	1	Each
Training/Education	2	2	Hour
Skate Park Maintenance	0	0	Hour
Ice Rink Maintenance	0	0	Hour
Miscellaneous	28.5	28.5	Hour

**Parks Maintenance
Monthly Highlights – April 2018**

Contractual Maintenance:

- **Landscape Maintenance and Mowing**
 - Mowing and maintenance is on-going.
- **Rain Garden Maintenance**
 - Mowing and maintenance is on-going
 - 1 pre-emergent application has been completed.
- **Tree Maintenance**
 - Tree pruning was completed at Peirce Park, the Memorial Building Grounds and Katherine Legge Memorial Park. 96 trees were pruned in this cycle.
- **Summer Weekend Parks Bathroom and Garbage Maintenance**
 - The Village's contractor began weekend and holiday garbage disposal for Village Parks and the Central Business District. This contract includes weekend maintenance for park bathrooms.

General Park Maintenance:

- **Bathroom Shelters (Six Sites – 12 Bathrooms, & 3 Picnic Shelters)**
 - All bathrooms were cleaned Monday through Friday.
 - Remained open to accommodate activities.
 - All bathrooms were cleaned and supplied.
- **Landscape Maintenance**
 - Landscape areas in parks and the Central Business District were inspected and cleaned.
 - The Memorial Building Grounds and Burlington Park were over seeded with 500 pounds of a perennial rye blend.
- **Tree Planting**
 - 3 trees were planted in KLM as part of Earth Day Celebrations. An additional 16 trees are scheduled to be planted in May.

Athletics:

- **Soccer**
 - Field layout, goal maintenance and line striping for 22 fields was completed on a weekly basis.
- **Lacrosse**



MEMORANDUM

- Field layout, goal maintenance and line striping for 4 fields were completed on a weekly schedule to accommodate mowing.

Other:

- Staff met with Tollway representatives to discuss possible impacts to Village Parks from the proposed tollway construction.
- Staff participated in the Parks Clean-up Day at KLM Park and Stough Park.
- The fountain in Burlington Park has been restarted for the season.



MEMORANDUM

**Village of Hinsdale
Department of Public Services
Buildings Maintenance Division
Monthly Report – April 2018**

Building Security and Fire Suppression

- Worked with Suburban Lock and Midco Systems to begin the electric lock installation at the Village Hall.
- Checked the electric lock at Veeck Park for proper operations.
- Checked and reset the fire alarm system at the KLM Paddle Hut and KLM 181 office building due to a power outage in the area.
- Repaired the Village Hall burglar system and installed new door reader batteries in the Finance Department. The system was reset.
- Worked with the Police Department to conduct background checks on the new janitorial staff that is contracted for Village buildings.

HVAC

- Worked on the Village Hall steam boilers to troubleshoot control problems on the South boiler. Replaced the Honeywell ignition control unit and checked operations.
- Serviced the air handler at KLM Humane Society building.
- Worked on a heating issue at the Police and Fire building. Staff worked with NICOR on a meter change.
- Repaired heat at the KLM Paddle Hut building and replaced the ceramic ignition unit to start the furnace.
- Conducted inventory of belts and filters that will be needed for replacement in the spring.

General Maintenance

- Worked with Protex pest control to install rodent control at the Pierce Park building and Village Pool concessions room.
- Worked with Eco Clean, the newly contracted janitorial service, to prepare for the beginning of the janitorial contract.
- Replaced lamps at the Village Hall Lobby and Memorial Hall Lobby.
- Worked at the Pierce Park building to conduct repairs as needed.
- Rodded a men's toilet at Pierce Park.



MEMORANDUM

- Worked with Steve Collins to stain and seal front entrance doors at the KLM Lodge.
- Worked with Aramark to review all Village floor mats and other items received from them. This also included updating the invoicing document for the new fiscal year.
- Conducted a caulk repair to the South chimney at the KLM Montessori School at the location where water was entering building.
- Lowered all Village flags for Barbara Bush.
- Serviced the Memorial Hall Johnson Control air compressor and replaced oil in line filter and water float.
- Installed a new flag rope and snaps at the Water Plant on the flag pole.
- Conducted repairs to large glass sections at West Hinsdale train shelter.
- Changed a wall outlet at the Police Station for the new copier machine.
- Repaired the ice maker in the lunch room at Village Hall.
- Turned on water fountains within Village parks.
- Turned on water at the Hinsdale Pool building.
- Removed graffiti from the brick at the Memorial Hall on the South side of the building.
- Salted stairs and walks at Village Hall during snow and ice events.
- Installed a drug drop off box in the Police Department Lobby.
- Staff shut down heat at a few of the buildings and started air conditioning.
- Turned on water to the KLM South Pavilion and check RPZ for operation.
- Checked and set up air conditioning at the KLM Humane Society office building and shut off the heating system.
- Installed two ball valves on water lines at the Village Pool concession stand. Staff also repaired the electric line to hot plate griddle and checked floor tile that required repair.
- Removed electric heat tapes from the Village Pool sprinkler pipes from winter.

Administration

- Moved boxes at Village Hall up to the attic.



MEMORANDUM

**Village of Hinsdale
Department of Public Services
Water Division
Monthly Report – April 2018**

Water Activity Measures

Standard Tasks	April 2018	Prev Mo	YTD 2018
Utility Locates (JULIE)	688	443	1635
B-Box/Service Locates	868	605	2041
Water Mains Located	171	133	478
Main Break Repairs	3	5	29
B-Box/Service Repairs	2	1	4
Hydrants Replaced/Repaired	2	6	17
Service Connections/Inspections	6	5	9
Valve Installations/Repairs	1	3	5
Valves Exercised	9	13	54
Valves Located	22	18	94
Leak Investigations	4	7	35
Hydrants Flushed	5	6	29
High Bill Investigations	2	3	14
Water Fountains Serviced/Replaced	0	0	0
Disconnect Inspections	4	6	16



MEMORANDUM

Meter Repairs	2	9	21
Meter/Remote Installs	8	7	33
Meters Removed	4	4	17
Meter Readings	22	22	81

Water Main Break Repairs

April 2018	Prev Mo	YTD 2018
3	5	29

April Water Main Break Locations

<u>Date</u>	<u>Address</u>	<u>Pipe Size/Type</u>	<u>Air Temp.</u>	<u>Duration</u>
4/11/18	333 S. Park	4" Cast Iron	50	7hrs
4/18/18	4 th and Garfield	4" Cast Iron	52	4hrs
4/18/18	3 rd and Elm	4" Cast Iron	52	4hrs



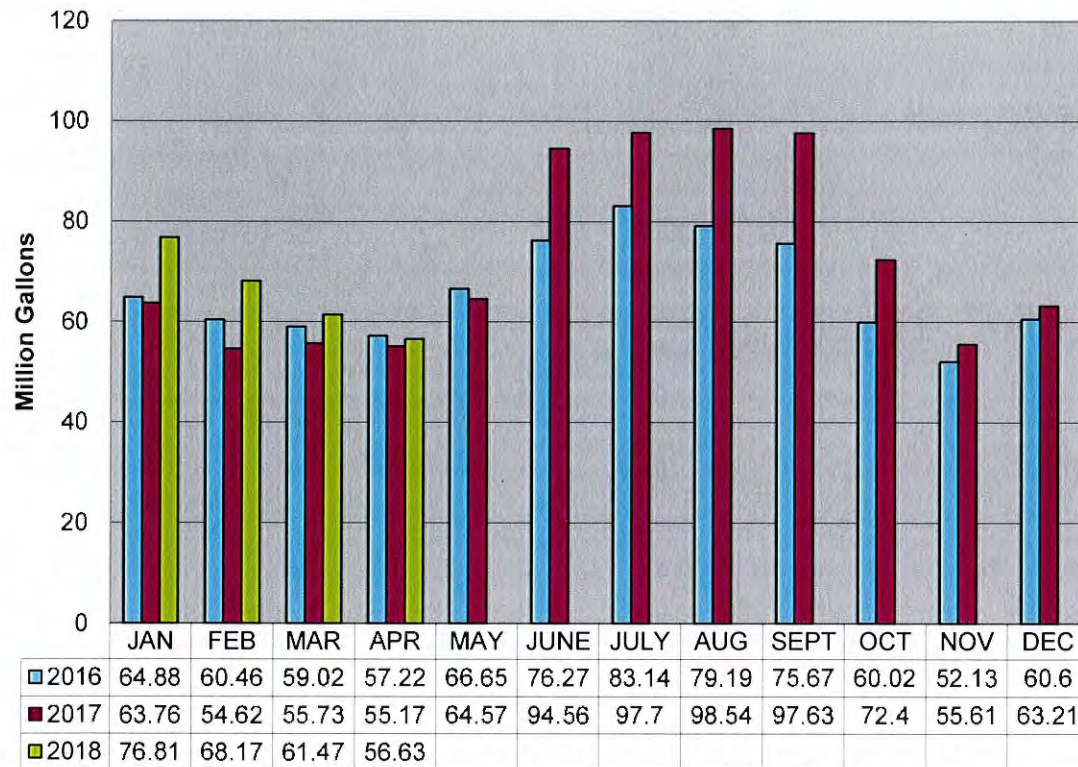
MEMORANDUM

**Village of Hinsdale
Department of Public Services
Sewer Division
Monthly Report – April 2018**

Sewer Activity Measures

Standard Tasks	April 2018	Prev Mo	YTD 2018
Catch Basins Replaced/Repaired	0	0	2
Inlet Replaced/Repaired	1	0	1
Manhole Replaced/Repaired	0	1	1
Catch Basins/Inlets Cleaned	7	8	22
Sewers Cleaned (feet) In-House	250	500	1150
Sewers Cleaned (feet) Contractor	0	0	0
Sewers Televised (feet) Contractor	0	0	0
Sewers Replaced/Repaired (feet)	0	0	0
Sewer Mains Located	14	8	29
Back-up Investigations	1	2	10
Manholes Located	30	20	67
Cave-ins Checked	1	0	3
Sewer Inspections	8	0	8
IEPA sampling due to overflow event of combined sewers (Veeck CSO)	0	0	2

MONTHLY WATER PUMPAGE



April 2018

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	April 2018	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	0
Pumps Serviced	11	11
Special Well Samples	0	0
UCMR 4	0	0



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MEMORANDUM

TO: President Cauley and the Board of Trustees
FROM: Dan Deeter, PE
DATE: May 15, 2018
RE: Engineering April 2018 Monthly Report
Executive Summary

- The 2018 North Infrastructure Project is improving water main, sanitary sewers, and streets in the northwest and west portions of Hinsdale. Bruner Street has been reconstructed. Hickory St., N. Madison St., Morris Lane, Warren Court, Wedgewood Court have been resurfaced.
- 2018 South Infrastructure Project will begin construction the week of 05/14/18.
- Several agencies have begun or will be improving their infrastructure in Hinsdale in 2018.
 - Nicor continues a third "Investing in Illinois" improvement project in the southwest section of Hinsdale. They are working on transferring their last customers from the old to the new gas mains. They will then cut, cap, and abandon the old gas mains. Once this is done, they will then begin landscape restoration.
 - ComEd is upgrading their distribution system by installing an underground 34 KV line E. Chicago, and S. County Line Road. This project is expected to be completed by 06/01/18.
 - IDOT will be resurfacing Ogden Avenue from Illinois Route 83 to I-294. This project is expected to start in the late spring of 2018. Amita Health has received verbal approval from IDOT for improvements to the intersection of Ogden and Salt Creek/Oak Street. This project should be constructed in 2018 also.

TO: President Cauley and the Board of Trustees
FROM: Dan Deeter, PE
DATE: May 15, 2018
RE: Engineering April 2018 Monthly Report

The Engineering Division activities include working with the Building Division to complete site inspections, managing Capital Improvement Projects, responding to drainage complaints, and addressing environmental permit obligations. In total, three Engineering employees performed 60 construction site inspections or drainage complaint inspections in April.

Per Hinsdale's Combined Sewer Overflow Permit (Number IL0066818), staff submitted one monthly Discharge Monitoring Reports (DMRs) for each of the Village's four Combined Sewer Overflow (CSO) locations in April 2018.

The following capital improvement projects and engineering studies are underway:

2018 North Infrastructure Project Locations

Street	Location	Activity
Birchwood Road	Madison to East End	Resurfacing & water valve installation are in process
Bonnie Brae Rd	The Pines to Washington	Resurfacing in process
Briargate Terrace	Madison to East End	Resurfacing & water valve installation in process
Bruner Street	Chestnut to Town Place	Reconstruction is substantially complete
Canterbury Court	Madison to East End	Resurfacing is in process
Elm Street	Ogden to The Lane	Resurface (awaiting the end of school)
Elm Street	The Lane to Ravine	Water Main (WM), Resurface (awaiting end of school)
Elm Street	Hickory to Walnut	WM, Resurface
Franklin Street	North End to Fuller	PCC patch
Garfield Avenue	North End to The Lane	Reconstruct
Hampton Place	Elm to Oak	Reconstruct in process
Hickory Street	Stough to Adams	Resurfacing is substantially complete.

MEMORANDUM

		Sanitary sewer lining to be completed.
Jefferson Street	North End to Minneola	Resurfacing is in process
Lincoln Street	Lincoln Street	WM, sanitary sewer lining, & reconstruct. WM installation is in process
Madison Street	Glendale to Ogden	WM, sanitary sewer lining, & reconstruct are in process
Madison Street	Warren Ct to Morris Ln	Resurfacing is substantially complete
Maumell Street	Garfield to York	WM, reconstruct
Monroe Street	Ogden to North	WM and resurfacing in process
Morris Lane	West End to Madison	Resurfacing is substantially complete
North Street	West End to Adams	Resurfacing is substantially complete
North Street	Washington to Garfield	Resurface
Sideyards	Washington to The Lane	WM
The Lane	Garfield to County Line	WM, storm & san sewer, street reconstruction (waiting school's end)
The Pines	North End to Bonnie Brae	Resurface, rain garden
Warren Court	West End to Madison	Resurfacing is substantially complete
Washington Street	Glendale to Ogden	Resurface in process
Wedgewood Court	West End to Madison	Resurfacing is substantially complete

Schedule:

- March 27, 2018 – Pre-construction meeting
- April 3, 2018 – Second Read of the construction contract and consent agenda for the construction observation contract.
- April 5, 2018 – Construction begins.

Status: The contractor, John Neri Construction, continues with construction on streets in the northern portion of the Village.

2018 South Infrastructure Project

Locations:

Street	Location	Activity
57 th Street	Madison to Grant	Resurface
59 th Street	Grant to Garfield	Resurface
Adams Street	Chestnut to South End	Concrete patching
Bruner Street	Fourth to Sixth	Resurface
Bruner Street	Eighth to South End	Resurface
Chicago Avenue	Garfield to County Line	WM, Stm Swr, Reconstruct
County Line Road	47 th to Sixth	WM, Resurfacing
Eighth Place	Madison to East End	Stm Swr, Resurface
Eighth Street	Bruner to Bodin	Bruner to Bodin
Eighth Street	Monroe to Madison	Resurface
Elm Street	Fourth to Sixth	WM, Stm Swr, Reconstruct
Elm Street	Eighth to Ninth Court	Resurface
Hinsdale Avenue	Jackson to Stough	Reconstruct
W. Hinsdale Station	Parking Lot	Resurface
Hinsdale Avenue	Monroe to Grant	Reconstruct
Intersection	First & Orchard	Brick resurfacing
Intersection	First & Oak	Brick resurfacing
Jackson Street	Sixth to South End	Resurface
Lincoln Street	Fifth to Eighth	San Swr lining
Madison Street	Ninth to 55 th	Resurface
Maple Street	Stough to Adams	Resurface
Ninth Court	Park to Elm	WM, Resurface
Ninth Street	Elm to County Line	Resurface
Oak Street	Ninth to South End	Resurface
Park Avenue	Eighth to Ninth	Reconstruct
Park Avenue	Ninth to Ninth Ct.	Resurface
Quincy Street	Stough to Maple	Rain garden
Quincy Street	Chestnut to Town Place	Reconstruct south half
Robbins Park Lot	Seventh & Vine	Resurface
Seventh Street	Stough to Quincy	Concrete patching
Stough Street	Eighth to Ninth	San Swr lining

Schedule:

- 03/29/18 – bid opening
- 04/03 & 17/18 – First and Second Read of the construction and construction observation contracts.
- 04/30/18 – Pre-construction meeting
- 05/14/18 – Construction begins

Status: From 05/03-11/18, G&M Cement will place inlet filters, conduct tree removals & tree pruning, and video tape the pre-construction condition of the neighborhoods. They will also be conducting pre-construction on-site visits with their sub-contractors and staff.

Other Engineering Activities

Flagg Creek Bank Restoration

In April, Staff was notified that there was severe erosion of the western bank of Flagg Creek approximately 100-feet south (downstream) of the Veeck Park Wet Weather Facility building. This erosion exposed a Flagg Creek Water Reclamation District (FCWRD) interceptor (a 48-inch sewer pipe) which was located relatively close to the stream's eastern bank. About 30-feet of the length of the interceptor had been exposed and about 1/3 of the circumference of the pipe had been exposed (imagine from 7-o'clock to 11-o'clock on a watch dial). While a portion of the pipe's bedding eroded, there were no signs of settlement or movement of the pipe.

The amount of exposed pipe and the erosion of a portion of the pipe's bedding was of great concern. Staff felt further erosion could undermine the structural stability of the pipe causing it to collapse and spill raw sewage into Flagg Creek. Since the stream banks, as well as the surrounding area (Veeck Park), are Village of Hinsdale property, Staff took actions to correct this emergency situation.

Staff coordinated with FCWRD; our environmental consultants, Huff & Huff; and a structural engineer from HR Green to formulate a solution to restore the pipe bedding and provide erosion control measures to the area. John Neri Construction had suitable equipment in the Village for the 2018 North Infrastructure project which would reduce the cost of mobilization for this emergency situation. John Neri installed foundation stone in the area of the pipe and then covered this area with 16-inch stone or rip-rap for erosion protection. Portions of the stream bank north and south of the eroded area that appeared to be susceptible to further erosion were also covered with rip-rap. Public Services Department restored any other disturbed areas with erosion control blanket and seed.

In an emergency situation such as this, it is expected that the area will be stabilized immediately and then a permit will be submitted to the US Army Corps of Engineers (USACE) for work within the stream area. Huff & Huff is assisting the Village in notifying USACE and submitting that permit.

Graue Mill Flood Protection Project – Final Phase Rausch Infrastructure re-mobilized in mid-February to continue construction. Substantial completion (except for landscaping) is expected by 05/30/18:

	<u>Status</u>
• 10/04/17 – Contractor mobilization	Complete
• Dec 2017 – Feb 2018 – Delay due to weather	
• General improvements – all areas	
✓ Fabricate flood gates	100% complete & delivered
○ Install flood gates	50% complete
▪ Gates 2A & 5A are installed. Working on gate 4A.	
○ Concrete work	0% complete
○ Fabricate pumps	50% complete
• Flood protection for club house	05/25/18 Estimated Completion
✓ Underground	100% complete
○ Berm	50% complete
○ Landscaping	0% complete
• Flood protection for Cond I/II	04/30/18 Estimated Completion
✓ Sheet piling	100% complete
✓ Underground	100% complete
✓ Block flood wall	100% complete
○ Berm	0% complete
○ Landscaping	0% complete
• Flood protection for Buildings 3 & 4	05/25/18 Estimated Completion
✓ Underground	100% complete
✓ Block flood wall	100% complete
○ Berm	0% complete
○ Landscaping	0% complete
• Flood protection for Building A	04/30/18 Estimated Completion
✓ Underground	100% complete
✓ Block flood wall	100% complete
○ Berm	0% complete

- Landscaping 0% complete
- Flood protection for Fox Lane 05/25/18 Estimated Completion
 - ✓ Underground 90% complete
 - ✓ Sheet pile 100% complete
 - Berm 0% complete
 - Landscaping 0% complete
- Flood protection for Hawthorne Lane 05/25/18 Estimated Completion
 - Berm 75% complete
 - Landscape 0% complete
- Estimated substantial completion 05/30/18

Nicor 'Investing in Illinois' Third Project.

Nicor has completed two Investing in Illinois projects in Hinsdale in 2017. The first improved gas mains and services in the Central Business District. The second improved gas mains and services on select streets north of Ogden Avenue.

Nicor is conducting a third "Investing in Illinois" project on streets in the southwestern portion of Hinsdale. Staff has been coordinating with Nicor to avoid impacts to the Village's accelerated MIP. Gas improvements will occur on the following streets:

- S Monroe (55th to 424 S Monroe)
- S Thurlow (8th St to 9th St)
- S Vine St (9th St to 55th St)
- S Grant St (9th St to 55th St)
- S Washington St (55th St to 5601 S Washington St)
- S Garfield St (55th St to 730 S Garfield St)
- E 9th St (24 E 9th St to Park St)

Nicor is using the Robbins Park parking lot at Seventh & Vine as their "laydown" area over the winter. This parking lot will be resurface as part of the 2018 South Infrastructure Project. Nicor is responsible for communications to residents regarding their projects. Staff will assist with communications when necessary.

Schedule:

- 12/13/17 – Mobilized equipment and personnel
- 12/21/17 – 01/02/18 – Holiday shutdown
- 01/03/18 – Present – Nicor continues on S. Hinsdale improvements

Commonwealth Edison (ComEd) Upgrade to Distribution System

ComEd continues to install the 34 KiloVolt (KV) underground power lines to supply power to the ComEd relay station on Symonds Road. Their estimated completion date is 06/01/18.

Construction Area: Power station on Symonds south to Chicago Avenue (underground)
Chicago Avenue from Park to County Line (overhead)
County Line Road from Chicago to 55th (overhead)
55th Street from County Line to I-294

Ogden Avenue Improvements

- On 02/12/18, IDOT provided final plans for Ogden Avenue resurfacing between Illinois Route 83 and I-294. IDOT anticipates opening bids 04/27/18 with construction beginning as early as April 2018 ("subject to available funds").
- On 04/30/18, Eriksson Engineering received verbal approval for the intersection and signal improvements at Ogden and Oak/Salt Creek Lane. These improvements were required as part of the Amita Health Cancer Institute development at 1 Salt Creek Lane. Eriksson, the engineering consultants for Amita Health, estimates that the intersection improvements will be bid and constructed in 2018.
- On 05/03/18, Eriksson Engineering received comments relating to the Americans' With Disabilities (ADA) standards from IDOT District 1 Geometrics Section. Since these comments were forwarded through the same IDOT engineer, updating the plans' sidewalks to meet ADA standards will, presumably, not impact the prior verbal approval.
- Staff will monitor the progress of these two improvements on Ogden Avenue and assist in the coordination of the construction.

State and Federal Funding Opportunities

A summary of the Grant Funds awarded or applied for by the Village of Hinsdale is attached.

Change Order Field Record

Change Request No.	Date	Pay Item	Description and Reason for Change	Status	Estimated Cost		Submitted Cost		Change Order No.	Board Approval Date
					Addition	Deduction	Addition	Deduction		
1	04/09/18	Porous Granular Embankment (PGE); Class D Patch, 10-inch; Leveling Binder, Machine Method, N50	Road plans include estimates for removal/replacement of unsuitable sub-grade soils, pavement patching, and leveling binder. The 100-block of S. Bruner encountered significantly more bad soil than estimated requiring more PGE. North Street & Hickory Streets required significantly less pavement patching and leveling binder than estimated..	Complete			\$ 23,722.65	\$ 33,368.16		
2	04/11/18		Auguer water service to 809/815 Madison to save parkway tree.	Complete	\$ 1,000.00					
3	04/11/18		During "value engineering" discussion, John Neri recommended lining the water main through the side yards between Garfield and Washington versus augering a new water main. Advantages are that this causes less damage to private property, is less risk of damaging the existing WM, and is lower cost. Disadvantage is if unknown obstacles present the lining, the Village incurs the cost of the pre-ordered liner. This change requires an additional engineering fee of \$2500 for updating the IEPA water permit.	In process	\$ 2,500.00	\$ 29,000.00				
4	04/12/18	8" Valve in Vault	A change in the water main configuration during construction required the addition of two valves on Madison Street.	Complete	\$ 7,000.00					
5	04/13/18		Install storm inlet with beehive frame to improve parkway drainage in the vicinity of 439 N. Madison at resident's request.	Complete	\$ 3,000.00					
6	04/13/18	Water Service, 4-inch	Encountered and repaired second 4-inch water service to 830 N. Madison (Salt Creek Club) which was not identified on the plans	Complete	\$ 1,000.00					
7	04/16/18		Raising west curb of S. Bruner Street 6-inches to match natural grades and improve west parkway.	Complete	\$ 1,200.00					
8	04/16/18	Aggregate for Temporary Access	Plan quantities under-estimated the volume of temporary access aggregate required for the project.	In-process	\$ 5,000.00					
9	04/19/18	Water main, 8" Trench backfill	Move the watermain on N. Lincoln Street east to avoid damaging three mature parkway trees at 506, 510, and 516 Lincoln Street.	Complete	\$ 19,200.00					
10	04/20/18	Fire Hydrant with auxiliary valve and valve box	Reviewed plans to appropriately space fire hydrants. Deleted three fire hydrants using new spacing.	Complete		\$ 16,500.00				
11	04/24/18	Water service replacement	Encountered and repaired un-marked water service at 501 W. Ogden while installing N. Monroe Street water main.	Complete	\$1,000					
12	04/25/18	Pavement removal; Class D Patch, 10-inch	Remove PCC traffic island on Wedgewood Court at the request of the resident at 501 Wedgewood Court.	Complete	\$1,600					
13	04/27/18		During "Value engineering" discussion, John Neri recommended directional drilling water main from Maumell across York Road rather than augering. The advantage is a cost savings. Disadvantage is augering includes a sleeve for the water main which reduces closures of York Road when the WM breaks (40-years in the future).	Complete		\$ 12,300.00				
14	05/07/18	Storm sewer, 12"	Driveway culvert replacement for 444 Birchwood due to water service replacement.	In process	\$2,000					

Subtotal \$ 44,500.00 \$ 57,800.00 \$ 23,722.65 \$ 33,368.16
Total \$ (22,945.51) Addition

Construction		Project Budget	9,370,000.00	
		Contractor Bid	7,357,148.00	
		Construction Contingency	2,012,852.00	
		Contingency balance Less Net Change Orders	2,035,797.51	Total Project Contingency: \$ 2,035,797.51

Veeck Park Wet Weather Facility
Hinsdale, Illinois

Date	Overflow Ht. Above Weir (feet)	Precipitation (inches of water)
04/01/18		
04/02/18		
04/03/18		0.10
04/04/18		
04/05/18		0.07
04/06/18		
04/07/18		
04/08/18		
04/09/18		0.05
04/10/18		
04/11/18		
04/12/18		0.03
04/13/18		0.06
04/14/18		0.76
04/15/18		0.59
04/16/18		
04/17/18		
04/18/18		0.02
04/19/18		0.11
04/20/18		
04/21/18		
04/22/18		
04/23/18		
04/24/18		
04/25/18		
04/26/18		
04/27/18		0.02
04/28/18		
04/29/18		
04/30/18		

Total Precipitation in April 1.81
Departure from Normal: -1.57
54% of normal rainfall

Notes:

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

Village of Hinsdale

Source	Program	Purpose	Funds Available	Amount
Illinois Commerce Commission	Crossing Safety Improvement Program	Oak Street Bridge - 60% Funding	2015 Capital Budget	\$ 4,240,000
Senator Dillard	State Capital Bill	Oak Street Bridge	Effective January 1, 2011	\$ 825,000
West Suburban Mass Transit	Car Sale Proceeds	Oak Street Bridge Eng/Construction	50/50 Reimbursement	\$ 395,000
Illinois Dept of Transportation	Federal Highway Bridge Program	Oak Street Bridge Phase I	July 2010 - 80/20	\$ 680,000
DuPage Mayors & Managers	Federal Stimulus	S. Garfield Reconstruction	Paid Through IDOT	\$ 1,632,000
Senator Dillard & Rep Bellock	Emergency Repair Program	Street resurfacing	Upon Project Completion	\$ 300,000
Representative Bellock	State Capital Bill	N. Washington Reconstruction	Upon issuance of bonds	\$ 340,000
New Local Transportation Projects	State Capital Bill	Road Improvements	20% released October, 2010	\$ 389,540
Lyons Township	Bond Proceeds	KLM Park Pavilion	Upon Project Completion	\$ 150,000
DuPage Mayors & Managers	STP Program	Oak Street Bridge	2015 Capital Budget	\$ 3,830,000
IDNR	OSLAD	Improvements to KLM	Awarded	\$ 150,000
IEPA	ARRA/State Revolving Loan	Garfield Sewer Separation	Loan docs received 7/05/11	\$ 444,160
IEPA	ARRA/State Revolving Loan	Chestnut Sewer Separation	Loan docs received 8/16/11	\$ 3,728,196
West Suburban Mass Transit	Car Sale Proceeds	Highland Parking Lot	2/3 reimbursement	\$ 100,000
IDOT	Federal Highway Bridge Program	Oak Street Bridge Phases II & III	IDOT local agency agreem't	\$ 5,904,514
Illinois Dept of Transportation	Surface Transportation Program (STP)	Garfield Street (Chicago Ave. - 55th) resurfacing (letting Jan 2019)	70% SPT match	\$ 807,000
			30% local match	
Illinois Dept of Transportation	Surface Transportation Program (STP)	Chicago Ave (IL Rte 83 - Garfield) resurfacing (letting Jan 2020)	70% SPT match	\$ 760,000
			30% local match	
Total				<u>\$ 24,675,409</u>

**Village of Hinsdale
Grant Applications Under Consideration**

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



DATE: May 15, 2018

TO: Thomas K. Cauley, Village President
Village Board of Trustees
Kathleen A. Gargano, Village Manager

FROM: John Giannelli, Fire Chief

RE: Executive Summary–Fire Department Activities for April 2018

In summary, the Fire Department activities for April 2018 included responding to a total of **205** emergency incidents. There were **49** fire-related incidents, **110** emergency medical-related incidents, and **46** emergency / service-related incidents.

This month, the average response time from receiving a call to Department crews responding, averaged 1 minute and 20 seconds. Response time from receiving a call to Department crews arriving on the scene was 4 minutes and 51 seconds.

In the month of April, there was 2.5 million dollar loss due to fires. Members assisted Clarendon Hills and Western Springs on various calls.

In the month of April, Chief Giannelli covered short shifts due to one member being off. The total hours covered were 46, thereby saving the Village an estimated \$2,530 in overtime.

The second annual Citizens Fire Academy started with 18 participants.

New Medic 85 was received and put into service.



Hinsdale Fire Department – Monthly Report
April 2018



Emergency Response

In **April**, the Hinsdale Fire Department responded to a total of **205** requests for assistance for a total of **841** responses this calendar year. There were **46** simultaneous responses and **six** train delays this month. The responses are divided into three basic categories as follows:

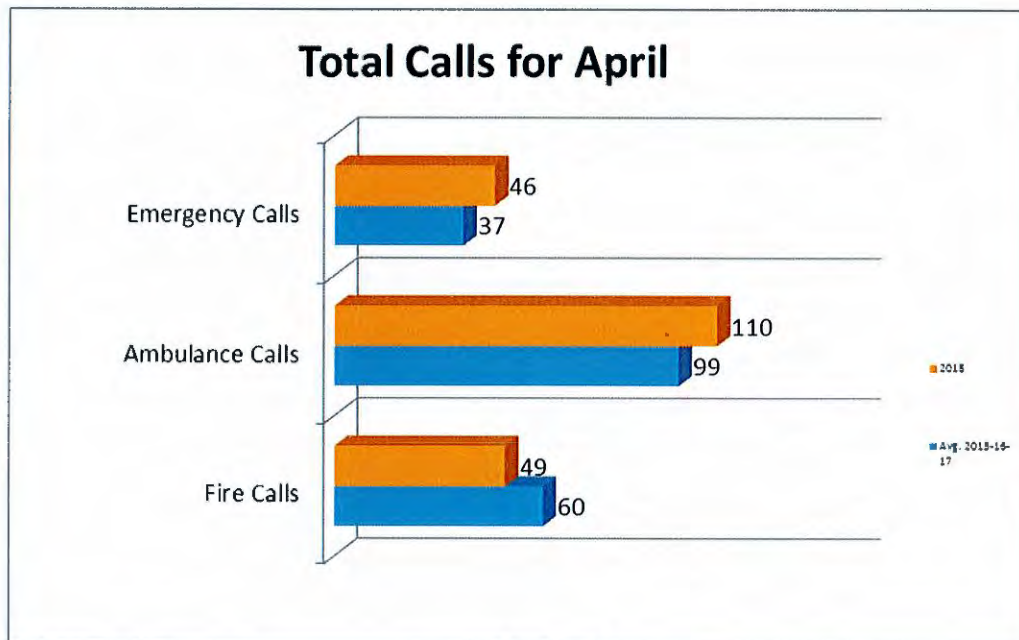
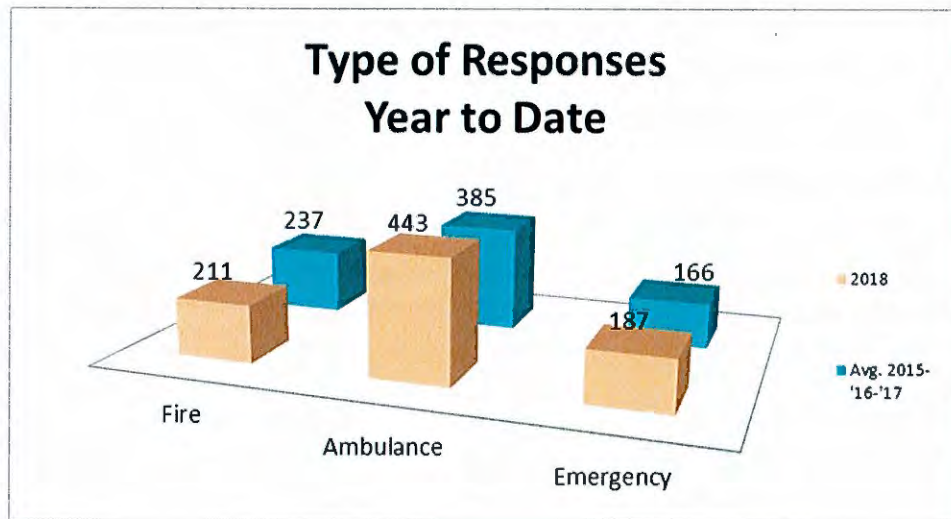
Type of Response	April 2018	% of Total	Three Year April Average 2015-2016-2017
Fire: (Includes incidents that involve fire, either in a structure, in a vehicle or outside of a structure, along with activated fire alarms and/or reports of smoke)	49	24%	60
Ambulance: (Includes ambulance requests, vehicle accidents and patient assists)	110	54%	99
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)	46	22%	37
Simultaneous: (Responses while another call is on-going. Number is included in total)	46	22%	21
Train Delay: (Number is included in total)	6	3%	3
Total:	205	100%	196

Year to Date Totals

Fire: 211	Ambulance: 443	Emergency: 187
2018	2015-16-17	
Total: 841	Average: 788	



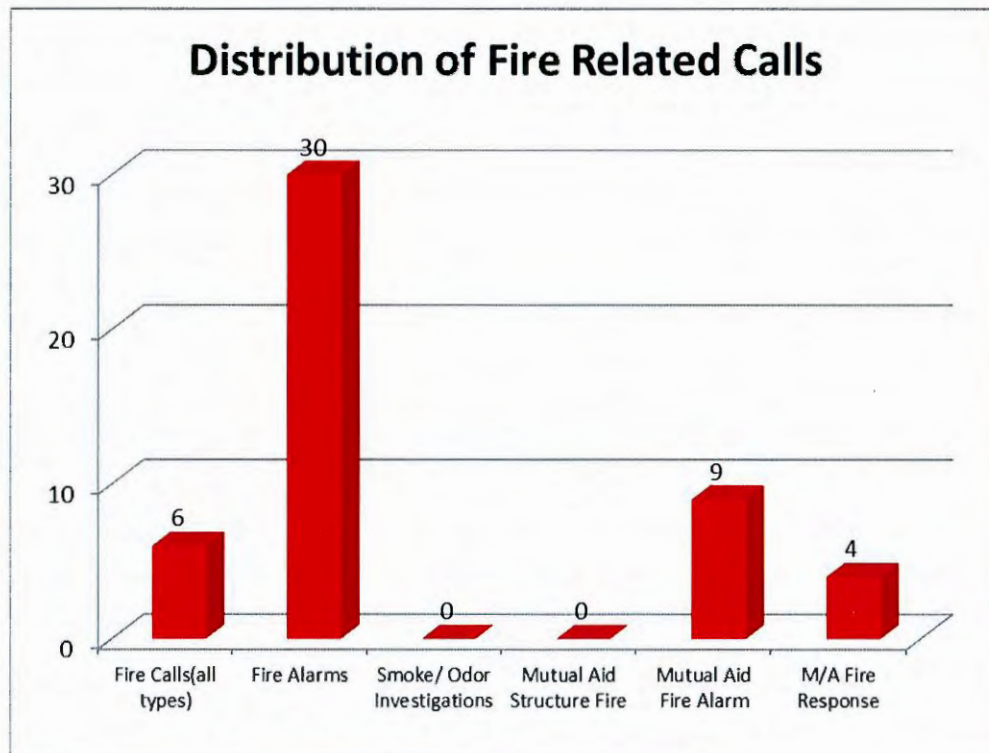
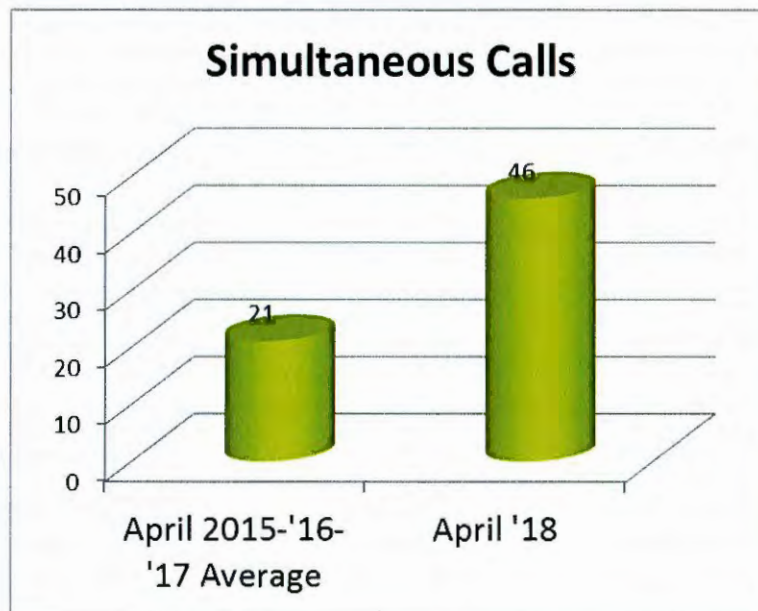
Emergency Response



Emergency Response



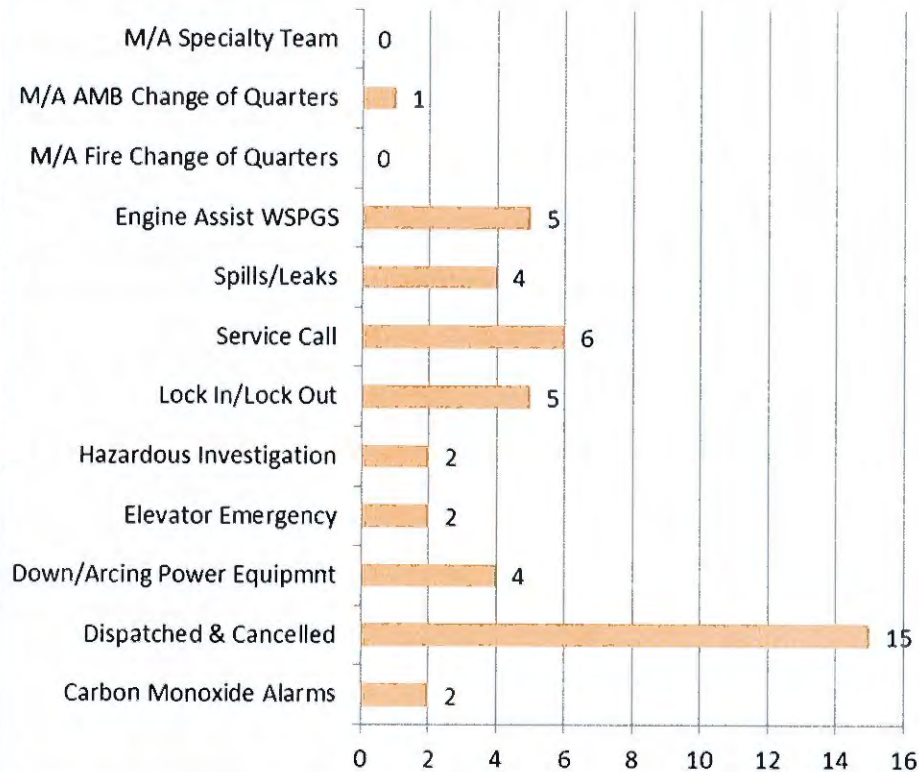
Hinsdale Fire Department – Monthly Report April 2018



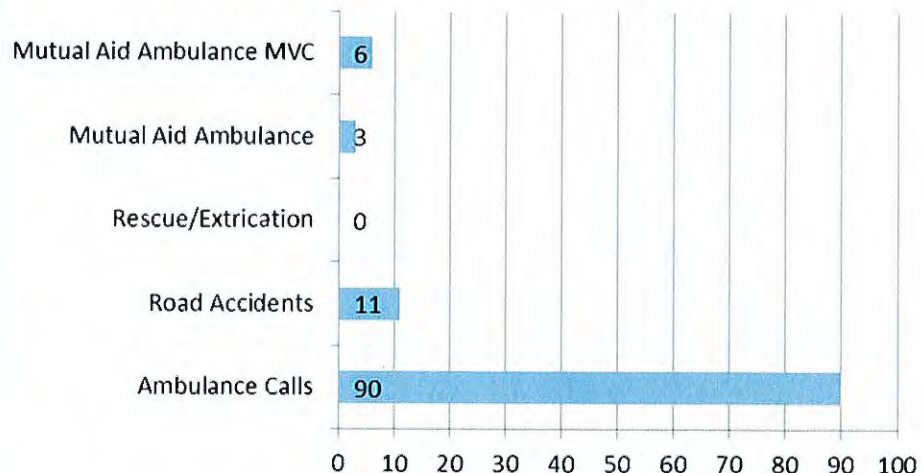


Emergency Response

Distribution of Emergency Related Calls

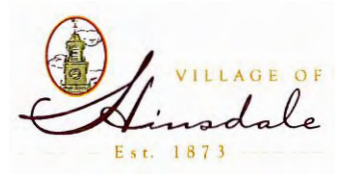


Distribution of EMS Related Calls





Hinsdale Fire Department – Monthly Report
April 2018



Incidents of Interest

Call #

- 18-0637 Members responded to Madison and 55th Streets for a vehicle accident that required the use of the extrication tools to remove one of the patients from a damaged vehicle. Two vehicles involved. Two patients. Once transported ALS to Hinsdale Hospital, the other signed a refusal of care form.
- 18-0686 Medic 84 responded to the Hazmat Box Alarm at Argonne Labs. Medic 84 was a change of quarters ambulance and was committed for approximately 1 ½ hours.
- 18-0694 Members responded for a vehicle fire on I-294 northbound at mile marker 28. Crews encountered a fully involved vehicle on the right shoulder. Crews used a 1 ¾" hand line with foam to extinguish the fire. Crews also assisted IDOT with containing the runoff of fuel into the water/sewer system next to the roadway.
- 18-0697 Members responded for the structure fire at 329 E. 6th St. Crews performed functions such as water supply, interior suppression, salvage and overhaul, exterior master stream operations and fire investigation.
- 18-0800 Members responded for the reported semi-truck on fire at the Hinsdale Oasis. Crews encountered a small fire in the engine compartment and used a 1 ¾" hand line to extinguish the fire.
- 18-0811 Members responded for the unknown alarm at 4700 Gilbert (American Bagel Shop) in Western Springs. Interior crews found elevated levels of over 900 ppm of CO and Tower 84 assisted with ventilation and accessing the roof with the aerial of Tower 84 to check the roof top units and flues from the ovens.
- 18-0829 Members responded to the report of a dryer on fire at 414 W. 8th St. A General Alarm response was initiated. Upon arrival, it was found that the dryer and the vent were both clogged with lint. Dryer was disabled and removed from the home. Smoke ejectors were used to clear smoke from the house.



Hinsdale Fire Department – Monthly Report April 2018



Training/Events

Besides daily training in EMS, Technical Rescue, Hazardous Materials, firefighting, and vehicle checks, members completed the following specialized training:

Captain Claybrook taught a cancer in the fire service presentation to Western Springs Fire Department.

Captain Votava and FF/PM Smith conducted Village wide NIMS 100 on April 10 and 13 and NIMS 700 on the 19 and 25 of April.

FF/PM Smith completed NIMS IS-230 Fundamentals of Emergency Management and IS-235 Emergency Planning.

FF/PM McCarthy taught pub-ed at Madison school on April 2 and FF/PM McDonough taught on April 13.

Lt. Ziemer attended Live Fire Training at IFSI on April 7 and Pride and Tradition class in Oak Brook on April 30th

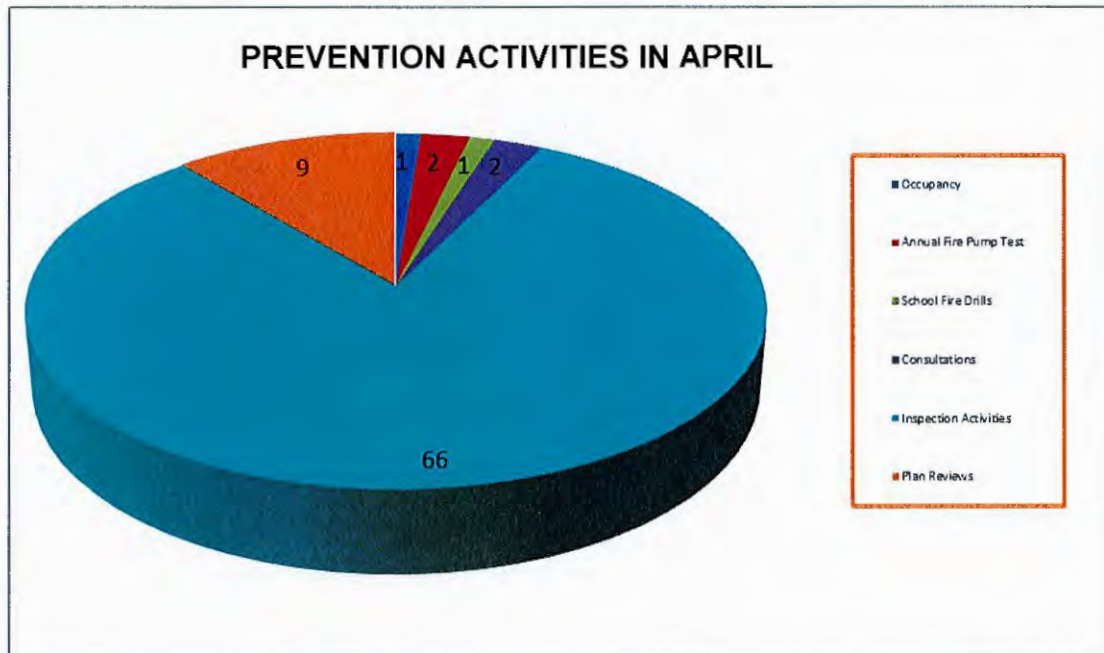
Ac McElroy and Lt. Ziemer attend the second class on Depression in the Fire Service.

Capt. Votava conducted an Emergency Management Committee Meeting to address updating the Villages' Emergency Operations Plan and CEMP.



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.

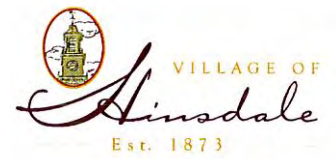


Fire Prevention/Safety Education:

- *Attended District 181 Safety and Crisis Plan meeting on April 18, 2018, to continue working on school security measures.*
- *Met with Hinsdale Central staff to discuss alternatives to school fire alarm procedures on April 4. Also met with the Tri-State Fire Protection District.*
- *Attended the DuComm Chief Operations Committee meeting on April 10.*
- *Attended the ETSB meeting on April 10 to support the countywide station alerting system upgrades.*
- *Attended the DuComm Fire Operations Committee meeting on April 19.*
- *Attended Hinsdale Central Crisis Plan meeting on April 25 to review changes for the 2018 and 2019 school year and discuss the changes to Lock-Down Procedures.*



**Hinsdale Fire Department – Monthly Report
April 2018**



Inspection Activities

April 2018 total of 81 Fire Inspection Activities

Inspections 57

- Initial (40)
- Fire Alarm (16)
- Occupancy (1)

Re-inspections 10

Annual Fire Pump Test 2

Plan Reviews 9

- General (4)
- Suppression (2)
- Fire Alarm (3)

Consultations 2

- General (2)

School Fire Drills 1

Other Bureau Activities:

- Attended District 181 Safety and Crisis Plan Meeting on April 18, 2018, to continue working on school security measures.
- Met with Hinsdale Central staff to discuss alternatives to School fire alarms procedures on April 4. Also met with the Tri-State Fire Protection District.
- Attended the DuComm Chief Operations Committee meeting on April 10.
- Attended the ETSB meeting on April 10 to support the county wide station alerting system upgrades.
- Attended the DuComm Fire Operations Committee meeting on April 19.
- Attended Hinsdale Central Crisis Plan meeting on April 25 to review changes for the 2018 and 2019 school year and to discuss the changes to Lock-Down Procedures.

Inspection Fees forwarded to the Finance Department in the month of April was \$2305.00 and an additional \$300.00 in fire pump fees.

The total inspection fees forwarded to the finance department for the fiscal year 2017/18 to date is \$42,875.00



Hinsdale Fire Department – Monthly Report
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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 April, we received **four Public Education Instructor Evaluations**. Also in the month of April, **42 Service Surveys** were mailed; we received **14 responses** with the following results:

Were you satisfied with the response time of our personnel to your emergency?

Yes – 14 / 14

Was the quality of service received:

“Higher” than what I expected – 12 / 14

“About” what I expected – 2 / 14

“Somewhat lower” than I had expected 0 / 14

Miscellaneous Comments (direct quotes):

“The EMT’s showed great interest in every bit of my comfort, also, great knowledge and skill...”

“The dept needs to repair the truck or the streets or both It was a real bumpy ride Thank heavens my condition was not painful”

“Thank you for the very nice men that took my husband from Dr’s office over to ER.”

“Care and communication was excellent thank you for the incredible service”

“Attendants were kind & efficient”

Public Education responses:

All responses received the highest rating for knowledge, age appropriateness, professionalism, organization, and being thought provoking and beneficial to students. Comments were: *“...Great job the children were really engaged with friendly fireman.” I thought the quick review of last year’s visit was very beneficial to the students!” “Course was quick-wish it had more time for student discussion.” “Excellent presentation – thank you”*