



MEETING AGENDA

**MEETING OF THE
VILLAGE BOARD OF TRUSTEES
Tuesday, November 20, 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) Special meeting of November 8, 2018

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

5. VILLAGE PRESIDENT'S REPORT

6. FIRST READINGS – INTRODUCTION**

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

Administration & Community Affairs (Chair Hughes)

- a) Approve a three year license agreement with Hinsdale Swim Club to the use of the Hinsdale Community Pool for their competitive swim program
- b) Approve an Ordinance Levying Taxes for Corporate Purposes for the Fiscal Year of the Village of Hinsdale, Illinois Commencing on May 1, 2018 and Ending on April 30, 2019 in the aggregate amount of \$13,829,446
- c) Approve a Resolution abating the tax hereto levied for the year 2018 to pay the principal of and interest on \$3,500,000 General Obligation Bonds (Waterworks and Sewerage System Alternate Revenue Source), Series 2008C, of the Village of Hinsdale, DuPage and Cook Counties, Illinois
- d) Approve a Resolution abating the tax hereto levied for the year 2018 to pay the principal of and interest on \$5,000,000 General Obligation Bonds (Alternate Revenue Source), Series 2012A, of the Village of Hinsdale, DuPage and Cook Counties, Illinois
- e) Approve a Resolution abating the tax hereto levied for the year 2018 to pay the principal of and interest on \$2,710,000 General Obligation Refunding Bonds (Library Fund Tax

Alternate Revenue Source), Series 2013A, of the Village of Hinsdale, DuPage and Cook Counties, Illinois

- f) Approve a Resolution abating the tax hereto levied for the year 2018 to pay the principal of and interest on \$2,025,000 General Obligation Bonds (Waterworks and Sewerage System Alternate Revenue Source), Series 2014A, of the Village of Hinsdale, DuPage and Cook Counties, Illinois
- g) Approve a Resolution abating the tax hereto levied for the year 2018 to pay the principal of and interest on \$5,000,000 General Obligation Bonds (Alternate Revenue Source), Series 2014B, of the Village of Hinsdale, DuPage and Cook Counties, Illinois
- h) Approve a Resolution abating the tax hereto levied for the year 2018 to pay the principal of and interest on \$9,775,000 General Obligation Bonds (Alternate Revenue Source), Series 2017A, of the Village of Hinsdale, DuPage and Cook Counties, Illinois
- i) Approve a Resolution abating the tax hereto levied for the year 2018 to pay the principal of and interest on \$20,000,000 General Obligation Bonds (Alternate Revenue Source), Series 2018A, of the Village of Hinsdale, DuPage and Cook Counties, Illinois
- j) Accept the Village's Comprehensive Annual Financial Report (CAFR) and Management Letter for the Fiscal Year Ended April 30, 2018

Environment & Public Services (Chair Byrnes)

- k) Approve an easement and construction agreement by and between the Village of Hinsdale and Kensington Hinsdale Building, LLC

Zoning and Public Safety (Chair Stifflear)

- l) Approve a an Ordinance Approving a Third Major Adjustment to a Planned Development – Hinsdale Meadows (Southeast Corner of 55th Street and County Line Road) – Hinsdale Meadows, LLC**

7. CONSENT AGENDA

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

Administration & Community Affairs (Chair Hughes)

- a) Approval and payment of the accounts payable for the period of November 7, 2018 to November 20, 2018, in the aggregate amount of \$942,699.08 as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk***

Environment & Public Services (Chair Byrnes)

- b) Approve a Resolution Approving the 2018 South Infrastructure Project Contract Change Order Number 1 in the amount of \$57,000 to G&M Cement Construction, Inc. (*First Reading – November 8, 2018*)
- c) Award State of Illinois joint bid purchase of bulk winter de-icing salt to Cargill Incorporated in the amount of \$45,269 (*First Reading – November 8, 2018*)

- d) Reject the bid proposal for bid #1649 for KLM Lodge Roof and Brush Hill Station Roofs Project as submitted by Mortenson Roofing Co., Inc. (*First Reading – November 8, 2018*)

8. SECOND READINGS / NON-CONSENT AGENDA – ADOPTION

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

Zoning and Public Safety (Chair Stifflear)

- a) Approve an Ordinance approving a First Major Adjustment to a Site Plan and Exterior Appearance Plan for Property Located at 336 E. Ogden Avenue - Bill Jacobs Group d/b/a Bill Jacobs Jaguar/Land Rover Hinsdale** (*First Reading – November 8, 2018*)
- b) Approve an Ordinance Approving Sign Variations for Various Signs at 336 East Ogden Avenue – J & L Hinsdale, LLC d/b/a Bill Jacobs Jaguar/Land Rover Hinsdale – Case Number V-07-18** (*First Reading – November 8, 2018*)

Administration & Community Affairs (Chair Hughes)

- c) Approve a Third Amendment to the Land Rover Hinsdale, LLC Economic Development and Sales Tax Revenue Sharing Agreement (*First Reading – November 8, 2018*)
- d) Approve an Ordinance Amending Section 3-3-5 (Local Liquor Licenses) of the Village Code of Hinsdale Relative to Allowing Extended Hours on November 22, 2018 (*First Reading – November 8, 2018*)

9. DISCUSSION ITEMS

- a) Land Rover- off-site parking

10. DEPARTMENT AND STAFF REPORTS

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

11. REPORTS FROM ADVISORY BOARDS AND COMMISSIONS

12. OTHER BUSINESS

13. NEW BUSINESS

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

15. TRUSTEE COMMENTS

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

17. 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 SPECIAL MEETING
November 8, 2018**

The specially 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 Thursday, November 8, 2018 at 7:30 p.m., roll call was taken.

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

Absent: Trustee Michael Ripani and Gerald J. Hughes

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

PLEDGE OF ALLEGIANCE

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

APPROVAL OF MINUTES

a) **Regular meeting of October 16, 2018**

There being no changes to the draft minutes, Trustee Posthuma moved to **approve the draft minutes of the regular meeting of October 16, 2018, as presented.** Trustee Byrnes seconded the motion.

AYES: Trustees Stifflear, Posthuma, Byrnes and President Cauley

NAYS: None

ABSTAIN: Trustee Elder

ABSENT: Trustees Ripani and Hughes

Motion carried.

CITIZENS' PETITIONS

None.

VILLAGE PRESIDENT'S REPORT

No report.

FIRST READINGS – INTRODUCTION

Zoning and Public Safety (Chair Stifflear)

- a) **Approve an Ordinance approving a First Major Adjustment to a Site Plan and Exterior Appearance Plan for Property Located at 336 E. Ogden Avenue - Bill Jacobs Group d/b/a Bill Jacobs Jaguar/Land Rover Hinsdale**

Trustee Stifflear introduced the item and explained that since the Board approved the project in February, the applicant has added the Jaguar brand. In order to accommodate this addition, several changes were made to the approved plans. The garage door on the south façade has been eliminated, garage doors on the east façade have been reduced from 10 to 4, and an additional service bay was added to the interior. A two-way circulation aisle along the north side of the building will reduce traffic on the residential south side of the property. This was approved by the Zoning Board of Appeals (ZBA) and area neighbors. Also approved by the ZBA was the construction of decorative display pads for vehicular parking within the 25' front yard. Trustee Stifflear noted this is in line with the existing Maserati dealership, and added there are no changes to the previously approved lighting site plan and privacy wall.

Mr. Kevin Jacobs addressed the Board and said the only other zoning matter approved by the ZBA was moving the showroom back from the road to allow for the driveway. He added the wall at the rear, landscaping, and lighting will remain as approved when it was just Land Rover.

President Cauley noted the applicant met several times with the neighbors to resolve their concerns; Trustee Stifflear noted it was well vetted by the Plan Commission and the ZBA. The Board agreed to move this item forward for a second reading at their next meeting.

- b) **Approve an Ordinance Approving Sign Variations for Various Signs at 336 East Ogden Avenue – J & L Hinsdale, LLC d/b/a Bill Jacobs Jaguar/Land Rover Hinsdale – Case Number V-07-18**

Trustee Stifflear introduced the item and said he found this matter as recommended from the ZBA confusing, and asked Village Planner Chan Yu to put together a summary of the requested signage which was distributed to the Board at the dais. Several of the signs were approved by the Plan Commission; they have final approval on the monument sign and the permitted signage on the front of the building. The remainder was reviewed by the ZBA, and all were recommended to the Board for approval except the signage proposed for the west façade of the building. The rationale was that people coming from the tollway on the east side might benefit from the signage, but it wouldn't be necessary from the west. It was noted that the signage is illuminated, but will be turned off after business hours. Trustee Stifflear pointed out that ZBA Chairman Bob Neiman did a good job of distinguishing between what the manufacturer wants as opposed to what is appropriate for a smaller community. Mr. Jacobs confirmed the manufacturer wanted 18 signs, but they reduced it to seven which they believe is the minimum necessary to provide a premium look and to establish brand identity. He noted a great majority of their customers are from outside Hinsdale and will benefit from the signage.

Mr. Jacobs said they are hoping to open late next summer.

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

Administration & Community Affairs (Chair Hughes)

c) Approve a Third Amendment to the Land Rover Hinsdale, LLC Economic Development and Sales Tax Revenue Sharing Agreement

President Cauley introduced the item and explained the Village entered into this agreement with Land Rover when their corporate offices wanted them to move to a bigger facility. They would have had to go somewhere else if they couldn't find property in Hinsdale. As Land Rover is the highest single business tax generator for the Village, the loss would be a problem. It was a good idea to talk about finding a solution where the Jacobs Group could buy the GM training facility. The 15-year agreement locks in current sales tax revenue, guarantees the existing base, and provides a matrix for growth. The agreement has been adjusted because of the addition of Jaguar. The Village has secured an important source of revenue moving forward. President Cauley thanked Mr. Jacobs for all his effort. He thanked the residents, too, commenting that this process shows how zoning can work. He thanked staff, as well. Mr. Jacobs echoed his thanks, especially for staff, as well as the residents.

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

d) Approve an Ordinance Amending Section 3-3-5 (Local Liquor Licenses) of the Village Code of Hinsdale Relative to Allowing Extended Hours on November 22, 2018

Trustee Elder introduced the item and referenced the approval of the same request brought forward by Fuller House last year and approved with a vote of 5-1. The amendment allows liquor to be served at Class B restaurants for an additional hour on Thanksgiving Eve till 11:30 p.m. There were no incidents reported last year. He reminded the Board that voting yes allows all 11 Class B licensees to take advantage of the extension. This is approved on an annual basis; the Board agreed following this year, they would consider making this approval permanent.

Ms. Patricia Vlahos of Fuller House addressed the Board stating that last call is at 11:30 p.m. She said the kitchen will stay open later, too. Following discussion, the Board agreed to make this approval the same as for weekend hours to eliminate any confusion. Therefore, the final approval will be to allow service till 12:00 midnight, as it is on Friday and Saturday nights. It was noted that Class B license holders will be notified of the amendment by letter, as they were last year.

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

Environment & Public Services (Chair Byrnes)

e) Approve a Resolution Approving the 2018 South Infrastructure Project Contract Change Order Number 1 in the amount of \$57,000 to G&M Cement Construction, Inc.

Trustee Byrnes introduced the item regarding fixing the brick streets at First and Orchard which was a discussion item at the last meeting of the Village Board. He noted this is a stop gap measure for now. The Board agreed to move this item to the consent agenda of their next meeting.

f) Award State of Illinois joint bid purchase of bulk winter de-icing salt to Cargill Incorporated in the amount of \$45,269

Trustee Byrnes introduced the item and noted the price has gone up, and while staff hopes not to use the salt, they need to have it in place. Director of Public Services George Peluso

said this will secure our requisition with the State, but he won't purchase the salt until December. If it is light winter, the bid will come down next year.

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

- g) **Reject the bid proposal for bid #1649 for KLM Lodge Roof and Brush Hill Station Roofs Project as submitted by Mortenson Roofing Co., Inc.**

Trustee Byrnes explained there were some procedural issues with the bidding, and the Village only received one bid. There is no negative impact to the roofs to hold off till next year.

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

CONSENT AGENDA

Administration & Community Affairs (Chair Hughes)

- a) Trustee Elder moved **Approval and payment of the accounts payable for the period of October 17, 2018 to November 6, 2018, in the aggregate amount of \$1,054,473.88 as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk.** Trustee Posthuma seconded the motion.

AYES: Trustees Elder, Stifflear, Posthuma and Byrnes

NAYS: None

ABSTAIN: None

ABSENT: Trustees Ripani and Hughes

Motion carried.

SECOND READINGS / NON-CONSENT AGENDA – ADOPTION

Administration & Community Affairs (Chair Hughes)

- a) **Approve an Ordinance Providing for the Levy of a Direct Annual Tax for Tax Years 2018 through 2037 for Hinsdale Special Service Area Number 14** (*First Reading – October 16, 2018*)

President Cauley introduced the item that relates to the levy of taxes for the parking deck. Trustee Elder moved to **Approve an Ordinance Providing for the Levy of a Direct Annual Tax for Tax Years 2018 through 2037 for Hinsdale Special Service Area Number 14.** Trustee Posthuma seconded the motion.

AYES: Trustees Elder, Stifflear, Posthuma and Byrnes

NAYS: None

ABSTAIN: None

ABSENT: Trustees Ripani and Hughes

Motion carried.

- b) **Approve a Resolution Determining Amounts of Money to be Raised through Ad Valorem Property Taxes for the Village of Hinsdale in the Amount of \$10,192,951** (*First Reading – October 16, 2018*)

President Cauley introduced the item and noted this is a housekeeping item required under State law.

Trustee Elder moved to **Approve a Resolution Determining Amounts of Money to be Raised through Ad Valorem Property Taxes for the Village of Hinsdale in the Amount of \$10,192,951.** Trustee Byrnes seconded the motion.

AYES: Trustees Elder, Stifflear, Posthuma and Byrnes

NAYS: None

ABSTAIN: None

ABSENT: Trustees Ripani and Hughes

Motion carried.

Zoning and Public Safety (Chair Stifflear)

- c) **Approve an Ordinance approving a Fourth 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 – October 16, 2018)*

Trustee Stifflear introduced the item and recapped the changes requested by the applicant. The Board agreed at their last meeting this was in substantial conformity with the original approval, and did not require further review by the Plan Commission. The Board had no additional concerns or comments.

Trustee Stifflear moved to **Approve an Ordinance approving a Fourth 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 Elder seconded the motion.

AYES: Trustees Elder, Stifflear, Posthuma and Byrnes

NAYS: None

ABSTAIN: None

ABSENT: Trustees Ripani and Hughes

Motion carried.

DISCUSSION ITEMS

None.

DEPARTMENT AND STAFF REPORTS

- a) Treasurer's Report
- b) Police
- c) Community Development
- d) Economic Development
- e) 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

Administration Manager Emily Wagner reported the first refuse collection on Monday and Thursday under the new contract is this week. She gave special thanks to Management Analyst Jean Bueche who is fielding calls from residents, and working through any customer service issues. She reported that resident concerns primarily concern incorrect toters and uncollected refuse, but overall it is going well. Trustee Byrnes reported feedback to him is that people are happy with the lower rates.

OTHER BUSINESS

None.

NEW BUSINESS

None.

CITIZENS' PETITIONS

None.

TRUSTEE COMMENTS

None.

ADJOURNMENT

There being no further business before the Board, President Cauley asked for a motion to adjourn. Trustee Elder moved to **adjourn the specially scheduled meeting of the Hinsdale Village Board of Trustees of November 8, 2018**. Trustee Byrnes seconded the motion.

AYES: Trustees Elder, Stifflear, Posthuma and Byrnes

NAYS: None

ABSTAIN: None

ABSENT: Trustees Ripani and Hughes

Motion carried.

Meeting adjourned at 8:11 p.m.

ATTEST: _____
Christine M. Bruton, Village Clerk

REQUEST FOR BOARD ACTION
Parks & Recreation

AGENDA SECTION: First Read – ACA

SUBJECT: Hinsdale Swim Club License Agreement

MEETING DATE: **November 20, 2018**

FROM: Heather Bereckis, Superintendent of Parks & Recreation

Recommended Motion

Approve a three year license agreement with Hinsdale Swim Club to the use of the Hinsdale Community Pool for their competitive swim program.

Background

The Hinsdale Swim Club (HSC) utilizes the Community Pool for its competitive swim program. The current license agreement between HSC and the Village of Hinsdale expired at the end of the 2018 pool season. HSC uses six lanes of the pool Monday through Friday from 5:30 am-9:00 am June 1-August 10th of each year, and the entire facility for a three-day swim meet in late June or early July.

During the renewal process in 2012, direction from the Village Board was that HSC pay 100% of its cost to use the Community Pool. A cost analysis was done at that time and again when the agreement for the period of 2016-2018 was prepared. It was found that HSC's usage cost was approximately \$18,000, which included lap swim, swim meets, and took into account the lost revenue due to the facility closure. The past three years fees are included in the chart below, each year included a 3% increase to fees to cover any increases in personnel, utilities and equipment costs.

	2016	2017	2018
Morning Lap Swim	\$ 12,600	\$ 12,978	\$ 13,367
3 Day Swim Meet	\$ 5,300	\$ 5,459	\$ 5,623
Total Due	\$ 17,900	\$ 18,437	\$ 18,990

Discussion & Recommendation

Staff is proposing another three year agreement between the Village and HSC. The cost analysis for HSC's usage for 2018 is estimated to be \$19,000. Staff is recommending a rate of \$19,560 for HSC's 2019 usage, which continues with the 3% increase of the previous years. Staff also recommends 3% increase for the two subsequent years of the agreement to cover any potential increases in personnel, utilities and equipment. A summary is provided below.

The P&R Commission recommended the proposed terms be forwarded to the Village Board for final approval at their November 13th meeting. HSC has also been closely involved in the process and is amenable to the terms. Finally, the Village attorney has reviewed and approve the agreement as presented.

		2019		2020	2021
Morning Lap Swim	\$	14,749	\$	15,191	\$ 15,647
3 Day Swim Meet	\$	4,811	\$	4,956	5,104
Total Due	\$	19,560	\$	20,147	\$ 20,751

Budget Impact**Village Board and/or Committee Action****Documents Attached**

1. Proposed HSC License Agreement

VILLAGE OF HINSDALE
LICENSE AGREEMENT
FOR
HINSDALE COMMUNITY SWIMMING POOL

THIS LICENSE AGREEMENT FOR HINSDALE COMMUNITY POOL ("Agreement") is dated as of _____, 2019, by and between the **VILLAGE OF HINSDALE**, an Illinois municipal corporation (the "Village"), and the **HINSDALE SWIM CLUB**, an Illinois not-for-profit corporation (the "Swim Club").

WITNESSETH:

WHEREAS, the Village is the owner of a 50 meter swimming pool located at 500 West Hinsdale Avenue, Hinsdale, Illinois (the "Property"); and

WHEREAS, for many years the Village ran a competitive swim club program as part of its Park and Recreation Department programming; and

WHEREAS, a determination was made by the Village that such a program would be more effectively conducted through a privately operated, Village-based swim club with experience running competitive swimming on a year-round basis; and

WHEREAS, the Swim Club began operating the competitive swim team program at the Property; and

WHEREAS, the Swim Club and the Village have previously entered into a licensing arrangement enabling the Swim Club to use the Village's swimming pool facilities for practice and competitive purposes; and

WHEREAS, the Swim Club desires to continue to use the Property for the purpose of swimming practice sessions and a swim meet; and

WHEREAS, the Village has the authority to enter into this Agreement pursuant to 65 ILCS 5/11-76-1 and other applicable authority, and the Village has the authority to charge fees for the use of swimming pool facilities pursuant to 65 ILCS 5/11-95-2 and other applicable authority; and

WHEREAS, the Swim Club has the authority to enter into this Agreement pursuant to its corporate charter and by-laws;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Village and the Swim Club hereby agree as follows:

1. **Recitals.** The foregoing recitals are incorporated in and made a part of this Agreement as substantive provisions by this reference.
2. **License.** The Village hereby conveys and grants to the Swim Club a license to enter on, across and over the Property for the following purposes and no others:

A. **Swimming Practices.** Swim Club swimming practices may be held on the Property at the following dates and times:

Dates: June 1, 2019 through August 10, 2019
June 1, 2020 through August 10, 2020
June 1, 2021 through August 10, 2021

Hours: 5:30 a.m. to 9:00 a.m. Monday through Friday (6 lanes)
Dive well hours prior to 9:00am, as agreed upon with Pool Supervisor

Only Swim Club members including the Masters Swimmers participate in these practices. Prior to the start of the season HSC will provide a list of members of the Club with signed waivers.

B. **Swim Meets.** One swim meet may be held each year on the last weekend of June or 2nd weekend of July, and shall be subject to the terms and limitations in **Exhibit A** attached to and by this reference incorporated in and made a part of this Agreement. Specific dates will be determined no later than January 15th of each calendar year. In addition, the Swim Club must provide and pay the cost to provide an alternate location in the area for Hinsdale pool members and residents to swim at for the duration of the three day swim meet.

3. **Term.** This Agreement shall be for the years 2019, 2020 and 2021 unless sooner terminated as provided in this Agreement.

4. **Condition and Upkeep of the Property.** The Swim Club hereby acknowledges and agrees that (a) it has examined and knows the condition of the Property and the structures thereon and that the same are in good order and repair, and (b) no representations as to the condition and repair of the Property or the structures thereon have been made by the Village prior to or at the execution of this Agreement that are not expressed herein, and (c) the Property is suitable for the purposes for which the Swim Club intends to use it. The Swim Club shall ensure that the Property and the structures thereon are left in good repair and in a safe, clean and sightly condition following each period of use by the Swim Club. The Swim Club shall promptly pay all expenses for damage to the Property and the structures thereon caused by Swim Club or its officers, agents or members, injury by fire or other casualty beyond the Swim Club's control excepted.

5. **Use of the Property.** The Swim Club shall not use or permit the Property or the structures thereon to be used for any purpose or activity other than as specified in Section 2 of this Agreement. The Swim Club shall not use the Property or allow the same to be used for any unlawful purpose or in violation of any permit or certificate, or any law, ordinance or regulation covering or affecting the use thereof, or allow any act to be done or any condition to exist on the Property or any article to be brought thereon, which may be dangerous, unless properly safeguarded, or which may, in law, constitute a nuisance. The Swim Club shall require, and receive, a Program Waiver and Release of All Claims, in substantially the form attached to and by this reference incorporated in and made a part of this Agreement as Exhibit B, from all participants in the Swim Club activities to be conducted on the Property or, with respect to all participants that have not yet reached the age of majority, their legal guardians prior to entry upon the Property for the purposes of participating in the Swim Club's activities.

6. **License Fee.** The Swim Club shall pay a fee for the License. The fee for the lap swim shall be paid on or before June 1 of each calendar and 10 days prior to the swim meet for the three day swim meet. The rate schedule is as follows.

		2019		2020	2021
Morning Lap Swim	\$	14,749	\$	15,191	\$ 15,647
3 Day Swim Meet	\$	4,811	\$	4,956	5,104
Total Due	\$	19,560	\$	20,147	\$ 20,751

7. **Release, Waiver, Assumption of Risk, Hold Harmless and Indemnification.** The Swim Club covenants and agrees to the following:

- A. **Hold Harmless and Indemnification.** The Swim Club does hereby agree to protect, indemnify and save and hold harmless forever the Village and all of its elected and appointed officials, officers, employees, agents, representatives, volunteers, engineers, insurer's and attorneys ("Village Affiliates") from and against all claims, damages, suits, liabilities, judgments, causes of action, penalties, costs and expenses asserted by any person, including the Swim Club and its officers, officials, employees, contractors, subcontractors, volunteers, agents, invitees and club participants against the Village Affiliates or any of them, and any administrative costs and attorneys' fees incidental thereto, on account of illness, injury or death of any person or persons whomsoever or on account of damage to any property caused by, connected with, or in any way attributable to, the rights herein granted, the Swim Club's use of the Property or any public rights-of-way related thereto, the Swim Club's failure to comply with any of the terms and conditions of this Agreement or any other matters arising out of or related to matters covered by this Agreement.. The Swim Club shall undertake the defense of the Village in any such litigation through counsel of the Village's choice, if the Village requests the Swim Club to do so. The Village's right to indemnity and right to be held harmless shall survive termination of this Agreement, and shall not be limited by the limits of any policies of insurance required to be maintained under this Agreement.
- B. **Risk of Injury.** The Swim Club assumes the full risk of death, illness and personal injuries of any kind and all damages or losses of any kind which it or its officers, officials, employees, contractors, subcontractors, volunteers, agents, invitees, club participants and members of the public who attend Swim Club lap swim and Swim Club meets, may sustain out of or relating to the rights granted herein granted, the Swim Club's use of the Property or any public rights-of-way related thereto or any other matter arising out of matters covered by this Agreement.
- C. **Waiver of Claims.** The Swim Club agrees to waive and relinquish any and all claims or causes of action of any kind that it or its officers, officials, employees, contractors, subcontractors, volunteers, agents, invitees and club participants may have against the Village and the Village Affiliates arising out of or relating to the rights herein granted, the Swim Club's use of the Property or any public rights-of-way related thereto, the Swim Club's failure to comply with any of the terms and conditions of this Agreement or any other matter arising out of matters covered by this Agreement.
- D. **Release from Liability.** The Swim Club fully releases and discharges the Village and the Village Affiliates from any and all claims or causes of action of any kind, including but not limited to illness, injury, death, damages or losses which the Swim Club or its officers, officials, employees, contractors, subcontractors, volunteers, agents, invitees, club participants and members of the public who attend Swim Club lap swim and Swim Club meets, may have or which arise out of or relate to the rights herein granted, the Swim Club's use of the Property or any public rights-of-way related thereto, the Swim Club's failure to comply with any of the terms and conditions of this Agreement or any other matter arising out of matters covered by this Agreement.

8. **Insurance.** The Village shall maintain property damage, insurance, fire and extended coverage on buildings on the Property as the Village may determine. The Swim Club shall furnish certificates of insurance for the insurance required under this Agreement, with premiums paid in full, prior to the effective date of this Agreement. The Swim Club shall obtain and maintain the following minimum insurance coverages and limits, issued by an insurer with no less than an A rating by the most recent "AM Best Insurance Rating Guide," and the Village shall be named as additional insured on the commercial general liability coverage's:

COVERAGE:

LIMITS:

Comprehensive General Liability, with coverage written on an "occurrence" basis and including Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury, Employment Practices Liability, Broad Form Property Damage Endorsement, Bodily Injury and Property Damage, and all participants and employees shall be insured	\$4,000,000 per occurrence
	\$8,000,000 aggregate

Such insurance shall provide that no change, modification in or cancellation of any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given to the Village. The Swim Club shall maintain and keep in force insurance in the minimum coverages and limits stated in this Section at all times while this Agreement is in effect, and shall provide evidence thereof to the Village. The Swim Club shall also carry, during the life of this Agreement, a Worker's Compensation Insurance Policy with coverage in the statutory amount conforming to the current laws of the State of Illinois and shall furnish to the Village a Certificate of Insurance evidencing such coverage.

The Swim Club's policy or policies of insurance shall specifically recognize and cover the Swim Club's indemnification obligations under this Agreement, and shall contain cross-liability endorsements. Said insurance shall provide that the insurance provided by the Swim Club shall be primary and that any provision of any contract of insurance or other risk protection benefit or self-insurance policy purchased or in effect or enacted by the Village and any other insurance or benefit of the Village shall be in excess of the Swim Club's insurance.

The required coverage may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.

The parties acknowledge that the Village does not, and is not obligated to, maintain any insurance which in any manner protects the Swim Club, occupancy of the Property and the structures thereon by the Swim Club or any activities carried on at the Property by the Swim Club, its agents, officers, employees or contractors, for any risk, loss, cost or claim.

9. **Non-Exclusive Use.** The Swim Club acknowledges that the Property will be used by other persons during the times of use designated by this Agreement, and agrees to cooperate in its use so as not to unduly impair the use of the remainder of the Property by others.

10. **Notices.** All notices required in this Agreement shall be in writing. Personal delivery, or mailing by certified or registered mail with proper postage prepaid, of a notice or demand to the addresses listed below, or to such other addresses as the parties may, in writing, from time to time designate shall constitute proper notice in accordance with this Agreement.

Notices to the Village:

Village of Hinsdale
19 East Chicago Avenue
Hinsdale, IL 60521-3489
Attention: Director of Parks & Rec

Notices to the Swim Club:

Hinsdale Swim Club
P.O. Box 126
Hinsdale, Illinois 60522-0126
Attention: President

11. No Waiver; Termination. The failure of the Village, at any time, to insist upon performance or observance of any term, covenant, agreement or condition contained in this Agreement shall not be construed as a release of any right of the Village hereunder or as a waiver of any right to enforce any term, covenant, agreement or condition herein contained.

The neglect or failure of the Swim Club to keep the terms, covenants, agreements or conditions contained in this Agreement shall constitute a forfeiture of all rights under this Agreement, whereupon the Swim Club shall immediately surrender possession of the Property to the Village.

12. Attorneys' Fees. In case suit should be brought by the Village for recovery of the Village Property, or because of any act, which may arise out of the use or possession of the Village Property or to enforce the terms of this Agreement, the Village shall be entitled to all costs incurred in connection with such action, including reasonable attorneys' fees and litigation fees and expenses.

13. Venue. The Parties agree that, for the purpose of any litigation relative to this Agreement and its enforcement, venue shall be in the Circuit Court of DuPage County, Illinois and the Parties consent to the in personal jurisdiction of said Court for any such action or proceeding. This Agreement, and all questions of interpretation, construction and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois.

14. Severability. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law; but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

15. Authority. Each person signing this Agreement hereby states and covenants that he or she has read and understood this Agreement, that he or she has the authority to execute this Agreement on behalf of the party represented by him or her, and that such party intends to be legally bound by the provision of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

VILLAGE OF HINSDALE

By: _____
Village President

ATTEST:

By: _____
Village Clerk

HINSDALE SWIM CLUB

By: _____
President

ATTEST:

By: _____
Secretary

EXHIBIT A

Swim Meet Terms and Limitations

Property shall be available for the swim meet on these times and dates:

Dates

2019 June 28 – June 30

2020 June 27 – June 29

2021 June 28 – June 30 or July 9 – July 11

Hours of Facility Access

Thursday after pool closes to set up

Friday 6:00 a.m. until 7:00 p.m.

Saturday 6:00 a.m. until 7:00 p.m.

Sunday 6:00 a.m. until 7:00 p.m.

Meet Hours

Friday

- Warm-up 7:00 a.m., swimming 8:00 a.m. – 2:00 p.m.
- Warm-ups 2:00 p.m., swimming 3:00 p.m. – 7:00 p.m.

Saturday and Sunday – warm-up prior to 7:00 a.m.

- P.A. System may only be used prior to 8:00 a.m. on a limited basis
- Building will open no earlier than 5:45 a.m.

No set up may occur until after the 5:00 p.m. closing on Thursday, provided, however, that those items, such as the installation of starting blocks and tent set-up, that do not interfere with the pool operation, may occur prior to 8:00 p.m. **Swim Club shall be responsible for all security measures it deems necessary to protect any of equipment left at the Pool overnight.**

EXHIBIT B

Form of Program Waiver and Release of All Claims

PROGRAM WAIVER AND RELEASE OF ALL CLAIMS HINSDALE SWIM CLUB MEMBERS

I, the undersigned, Parent or Guardian of _____, a minor, for and in consideration of said minor, being permitted to participate in the following activity of the Hinsdale Swim Club that **is not** sponsored by the Village of Hinsdale in whole or in part to wit: Hinsdale Swim Club's use of the Hinsdale Community Swimming Pool (hereinafter referred as the "Program"). I am waiving and releasing all claims for myself and my minor child/ward arising out of participation in the Program. In consideration of the Hinsdale Swim Club accepting me and/or my minor child as a participant in the Program, I hereby agree as follows:

ACKNOWLEDGMENT AND ASSUMPTION OF RISK INJURY AND LOSS: I have fully informed myself of all of the details of the Program and have received satisfactory answers to all questions I have concerning the Program and the risks inherent in the Program and believe and represent that I and /or my minor child/ward have the necessary abilities, skills and knowledge to participate in the Program. I recognize and acknowledge that the Program involves risks of bodily injury, death and property loss, I hereby agree to, and do assume the full risk of any injuries, including death, and of any property loss, and of all expenses, costs, damages and losses that I, or my minor child/ward on whose behalf I am signing, may sustain as a result of participation in any and all activities connected with or associated with the Program.

WAIVER OF AND RELEASE OF CLAIMS: I hereby agree to, and do, waive, release and relinquish all claims, demands, rights of action, damages, liabilities and controversies of every kind, known and unknown, present and future, that I, or my minor child/ward on whose behalf I am signing, may have against the Village and its officers, agents, servants, employees, insurers, related or affiliated individuals or entities, successor and assign arising out of, connected with, or in any way related to the program or my minor child/ward's participation therein.

INDEMNITY AND DEFENSE: I hereby further agree to indemnify and hold harmless and defend the Village and it's officers, agents, servants, employees, insurers, related or affiliated individuals or entities, successors and assigns from any and all claims, lawsuits, demands, damages, liabilities, losses and expenses, including attorney's fees and administrative expenses, of every kind, known or unknown, present and future, arising out of, connected with, or in any way related to my or my minor child/ward's participation in the Program, except those resulting from the reckless or intentional acts of the Village.

I have read and fully understand the above WAIVER AND RELEASE OF ALL CLAIMS and execute it of my own free will and without any reservation whatsoever.

Signature of parent or guardian:_____ Date:_____

Print name of parent or guardian:_____ Telephone:_____

Address:_____

EXHIBIT C
Swim Meet Responsibilities
(2018 Example)

Village Public Service

- 4 bleachers (the big ones) inside the pool grass area
- 15 Cardboard Trash Cans (these are in addition to what is at the pool now)
- 15 safety cones plus 10 large cones
- Drain the baby pool back for Friday, July 6th at 6:30 am (do during Uniquely Thursday)
- Turn off sprinkler system for the grass area at the north end of the pool. July 6-8
- Extra rolling trash cans and recyclers at the trash gate (2 of each)
- Schedule additional Trash pickup for Saturday morning, July 7th.
- Change Chemical delivery date to Thursday, July 5th
- Turn Pool Heaters off (date dependent on weather)

-Pick up items on Monday, July 9 first thing and refill baby pool by 9:00AM

Village Pool Staff

Deck chairs and lounges are all stacked in the north end of the baby pool.
Move bleachers inside the pool deck Thursday Evening at closing time.

Village Police

Post no parking signs on South side of Hinsdale Ave from Madison St. to Monroe St.

Hinsdale Swim Club

- Chicago Party Rental dropping off additional chairs and tables Thursday. They usually leave them by the garbage gate, Gate D.
- Thursday evening a trailer with all timing equipment will arrive and park in the driveway to the pump house for the weekend.
- HSC will be dropping off equipment Thursday. Leave tents etc inside the gate by the garbage (Gate D).

Set-Up of Pool Deck

- Tables (18) to be arranged by Swim Club and will be delivered on Thursday
- Canopies set up outside pool office (Hospitality Area) to be installed by Swim Club on Friday morning – no holes in building shall be made
- Two tents to be set up by Swim Club on Thursday afternoon.
- TV Monitor set up (location to be determined)

Additional Village Responsibilities

- Staff to be provided will include locker room attendants, guard on duty in diving well and pool maintenance personnel.
- Eight (8) starting blocks, fifteen (15) trash cans, four (4) sets of bleachers, and ten (15) safety cones and Starting blocks to be tested prior to the Meet. (based on availability)
- Check microphone/P.A. system.
- Remove ladders from Pool
- Turn Pool Heaters off
- Extra Garbage Pick-up set for Saturday

Concessions

- Food concessions to be provided by the Village Concessionaire.

Clean-up

- Clean up of the facility shall be performed each evening; trash should be set outside the south end of the building near bathhouse.
- The final clean up shall be made so the facility is ready for Monday opening.
- All bleachers shall be moved off the deck and kept on the lawn area Sunday night.

REQUEST FOR BOARD ACTION
Finance

AGENDA SECTION: First Reading – ACA

SUBJECT: Tax Levy Documents

MEETING DATE: November 20, 2018

FROM: Darrell Langlois, Assistant Village Manager/Finance Director

Recommended Motions

- 6b) Approve an Ordinance Levying Taxes for Corporate Purposes for the Fiscal Year of the Village of Hinsdale, Illinois Commencing on May 1, 2018 and Ending on April 30, 2019 in the aggregate amount of \$13,829,446.
- 6c) Approve a Resolution abating the tax hereto levied for the year 2018 to pay the principal of and interest on \$3,500,000 General Obligation Bonds (Waterworks and Sewerage System Alternate Revenue Source), Series 2008C, of the Village of Hinsdale, DuPage and Cook Counties, Illinois.
- 6d) Approve a Resolution abating the tax hereto levied for the year 2018 to pay the principal of and interest on \$5,000,000 General Obligation Bonds (Alternate Revenue Source), Series 2012A, of the Village of Hinsdale, DuPage and Cook Counties, Illinois.
- 6e) Approve a Resolution abating the tax hereto levied for the year 2018 to pay the principal of and interest on \$2,710,000 General Obligation Refunding Bonds (Library Fund Tax Alternate Revenue Source), Series 2013A, of the Village of Hinsdale, DuPage and Cook Counties, Illinois.
- 6f) Approve a Resolution abating the tax hereto levied for the year 2018 to pay the principal of and interest on \$2,025,000 General Obligation Bonds (Waterworks and Sewerage System Alternate Revenue Source), Series 2014A, of the Village of Hinsdale, DuPage and Cook Counties, Illinois.
- 6g) Approve a Resolution abating the tax hereto levied for the year 2018 to pay the principal of and interest on \$5,000,000 General Obligation Bonds (Alternate Revenue Source), Series 2014B, of the Village of Hinsdale, DuPage and Cook Counties, Illinois.
- 6h) Approve a Resolution abating the tax hereto levied for the year 2018 to pay the principal of and interest on \$9,775,000 General Obligation Bonds (Alternate Revenue Source), Series 2017A, of the Village of Hinsdale, DuPage and Cook Counties, Illinois.
- 6i) Approve a Resolution abating the tax hereto levied for the year 2018 to pay the principal of and interest on \$20,000,000 General Obligation Bonds (Alternate Revenue Source), Series 2018A, of the Village of Hinsdale, DuPage and Cook Counties, Illinois.

Background

In order to comply with the regulations under the Truth in Taxation Act, on November 8, 2018 the Village Board passed a resolution requesting the levying of property taxes in the aggregate amount of \$10,192,951. The attached tax levy documents include the ordinance that will actually levy the taxes for Tax Levy Year 2018 (received in 2019) as well as seven (7) separate resolutions that will abate the property tax levy associated with seven different bond issues since the Village has pledged alternative revenue source for the debt service payments that is payable on these bond issues. Please note the amount of taxes that will actually be levied has been reduced since the resolution was adopted to \$10,165,472. This change is being made since the Library Board is expected to reduce its operating tax levy at its meeting on November 27, 2018 from \$3,075,480 to \$3,048,000. Should this not occur, this will be adjusted prior to the second reading taking place.

Discussion & Recommendation

Attached please find a background memorandum that provides summary information as well as the tax levy request and Municipal Compliance Reports from the Police Pension Fund and Firefighters' Pension Fund.

Budget Impact

Property tax revenue provides funding for 35.4% of General Fund operations and 93.8% of Library operations.

Village Board and/or Committee Action

N/A

Documents Attached

1. Tax levy ordinance
2. Seven different abatement resolutions
3. Summary memorandum
4. Tax Levy Request from the Police and Firefighters' Pension Funds

VILLAGE OF HINSDALE

ORDINANCE NO. O2018-

AN ORDINANCE LEVYING TAXES FOR CORPORATE PURPOSES FOR THE FISCAL YEAR OF THE VILLAGE OF HINSDALE, ILLINOIS, COMMENCING ON MAY 1, 2018 AND ENDING ON APRIL 30, 2019

WHEREAS, the President and Board of Trustees of the Village of Hinsdale, Cook and Du Page Counties and State of Illinois, did on July 17, 2018, adopt and approve Hinsdale Ordinance No.O2018-33, the Annual Appropriation Ordinance for the Village for the fiscal year commencing May 1, 2018 and ending April 30, 2019 the amount of such appropriations being the aggregate sum of \$61,841,950, and

WHEREAS, the Corporate Authorities of the Village of Hinsdale have ascertained that the total amount of appropriations budgeted for in 2018 and amounts deemed necessary to defray additional expenses and liabilities for all corporate purposes to be provided for by the tax levy for the fiscal year commencing May 1, 2018, and ending April 30, 2019, amounts to \$13,829,446 and

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

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

Section 2. Tax Levy. There shall be and is hereby levied on all taxable property within the corporate limits of the Village of Hinsdale for the fiscal year commencing May 1, 2018, and ending April 30, 2019, the sum of \$13,829,446 for General Corporate purposes including Police Protection, Fire Protection, Recreation Programs for Handicapped, Debt Service Fund, Police Pension Fund, Firefighters Pension Fund and Library Funds, making a combined levy of \$13,829,446 as set forth in the attached Exhibit A, which Exhibit A is by this reference hereby fully incorporated into and made a part of this Ordinance.

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

Section 4. Filing with County Clerk. The Village Clerk is hereby authorized and directed to file a certified copy of this Ordinance with the County Clerk of Cook County, Illinois, and the County Clerk of DuPage County, Illinois, prior to December 25, 2018, and in accordance with law, so that said tax may be extended and collected according to law.

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

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

PASSED this 11th day of December 2018.

AYES:

NAYS:

ABSENT:

APPROVED this 11th day of December 2018.

Thomas Cauley, Village President

ATTEST:

Christine Bruton, Village Clerk

Exhibit A - 2018 Tax Levy Ordinance

Corporate Fund - 10000		Tax Levy
<u>General Government Department - 1000</u>		<u>Amount</u>
	<u>Appropriation</u>	
7001 Salaries & Wages	1,057,267	
7002 Overtime	10,000	
7003 Temporary Help	101,919	
7005 Longevity Pay	600	
7099 Water Fund Cost Allocation	(801,189)	
7101 Social Security	61,414	
7102 IMRF	140,580	
7105 Medicare	16,962	
7111 Employee Insurance	152,000	
7201 Legal Services	250,000	
7204 Auditing	34,000	
7206 Planning Services	0	
7299 Misc. Professional Services	43,300	
7309 Data Processing	121,459	
7316 IT Service Contract	183,110	
7399 Misc. Contractual Services	33,521	
7401 Postage	16,500	
7402 Utilities	3,000	
7403 Telephone	15,225	
7414 Legal Publications	6,000	
7415 Employment Advertising	4,000	
7419 Printing & Publications	9,600	
7499 Misc. Services	4,850	
7501 Office Supplies	14,400	
7503 Gasoline & Oil	250	
7508 Licenses	2,500	
7520 Computer Equipment Supplies	28,800	
7539 Software Purchases	37,500	
7599 Misc. Supplies	1,700	
7602 Office Equipment	13,800	
7603 Motor Vehicles	0	
7606 Computer Equipment	2,000	
7701 Conferences & Staff Development	15,500	
7702 Memberships & Subscriptions	24,068	
7703 Employee Relations	13,600	
7705 Village Training/Tuition Reimbursement	20,220	
7706 Plan Commission	500	
7707 Historic Preservation Commission	10,000	
7709 Board of Fire & Police Commissioners	51,500	
7710 Economic Development Commission	90,000	
7711 Zoning Board of Appeals	500	
7712 Design Review Commission	0	
7714 Zoning Code Task Force	0	
7720 Contributions	0	

Exhibit A - 2018 Tax Levy Ordinance

7725	Ceremonial Occasions	1,500	
7729	Principal Expense	0	0
7735	Educational Training	800	
7736	Personnel	750	
7737	Mileage Reimbursement	200	
7749	Interest Expense	0	0
7765	Sr. Taxi Program	0	
7795	Bank & Bond Fees	60,550	
7797	Contingency for Unforeseen Expenses	225,000	
7799	Misc Expenses	0	
7810	IRMA Premiums	27,546	
7812	Self-Insured Deductible	5,000	
7899	Other Insurance	400	
7901	Office Equipment	0	
7909	Buildings	40,000	
7918	General Equipment	39,500	
7919	Computer Equipment	468,000	
7990	Contingency for Unforeseen Expenses	0	
	Total General Government Department	2,660,202	0

Corporate Fund - 10000

Police Department - 1200

	<u>Appropriation</u>	<u>Tax Levy Amount</u>
7001 Salaries & Wages	2,544,231	2,544,231
7002 Overtime	120,000	86,854
7003 Temporary Help	179,708	
7005 Longevity Pay	10,100	
7008 Reimbursable Overtime	50,000	
7099 Water Fund Cost Allocation	(19,291)	
7101 Social Security	21,140	
7102 IMRF	34,474	
7105 Medicare	42,093	
7106 Police Pension	615,640	
7111 Employee Insurance	443,813	
7112 Unemployment Compensation	0	
7299 Misc. Professional Services	7,745	
7302 Refuse Removal	0	
7306 Building & Grounds	750	
7307 Custodial	28,000	
7308 Dispatch Service	291,684	
7309 Data Processing	21,504	
7399 Misc. Contractual Services	62,844	
7401 Postage	1,400	
7402 Utilities	7,500	
7403 Telephone	41,700	
7404 Teletype/Pagers	0	

Exhibit A - 2018 Tax Levy Ordinance

7407	Dog Pound	0	
7419	Printing & Publications	9,500	
7422	Rent	0	
7501	Office Supplies	7,700	
7503	Gasoline & Oil	38,000	
7504	Uniforms	34,018	
7505	Chemicals	0	
7507	Building Supplies	150	
7508	Licenses	1,000	
7509	Janitor Supplies	2,500	
7510	Tools	0	
7514	Range Supplies	10,300	
7515	Camera Supplies	500	
7520	Computer Equipment Supplies	500	
7525	Emergency Management	1,250	
7530	Medical Supplies	450	
7539	Software Purchases	2,450	
7599	Misc. Supplies	14,250	
7601	Buildings	14,000	
7602	Office Equipment	8,800	
7603	Motor Vehicles	24,000	
7604	Radios	1,000	
7611	Parking Meters	1,500	
7618	General Equipment	1,100	
7701	Conferences & Staff Development	12,550	
7702	Memberships & Subscriptions	7,980	
7719	HSD Sewer Use Charge	300	
7735	Educational Training	22,000	
7736	Personnel	1,000	
7737	Mileage Reimbursement	1,100	
7810	IRMA Premiums	33,466	
7812	Self-Insured Deductible	40,000	
7902	Motor Vehicles	53,000	
7909	Buildings	0	
7918	General Equipment	285,000	
7919	Computer Equipment	0	
7990	Contingency for Unforeseen Expenses	256,720	
	Total Police Department	5,391,119	2,631,085

Corporate Fund - 10000

Fire Department - 1500

	<u>Appropriation</u>	<u>Tax Levy Amount</u>
7001	Salaries & Wages	2,339,628
7002	Overtime	215,000
7003	Temporary Help	59,503
7004	Stand-By Time	0

Exhibit A - 2018 Tax Levy Ordinance

7005	Longevity Pay	12,500	
7099	Water Fund Cost Allocation	(19,291)	
7101	Social Security	15,607	
7102	IMRF	24,889	
7105	Medicare	38,086	
7107	Firefighters Pension	918,944	
7111	Employee Insurance	402,778	16,954
7112	Unemployment Compensation	0	
7302	Refuse Removal	0	
7306	Building & Grounds	600	
7307	Custodial	3,000	
7308	Dispatch Service	219,882	
7399	Misc. Contractual Services	6,670	
7401	Postage	750	
7402	Utilities	6,100	
7403	Telephone	16,500	
7404	Teletype/Pagers	0	
7409	Equipment Rental	0	
7419	Printing & Publications	750	
7501	Office Supplies	4,400	
7503	Gasoline & Oil	10,500	
7504	Uniforms	17,500	
7505	Chemicals	0	
7506	Motor Vehicle Supplies	250	
7507	Building Supplies	6,200	
7508	Licenses	800	
7509	Janitor Supplies	0	
7510	Tools	8,500	
7515	Camera Supplies	200	
7520	Computer Equipment Supplies	1,000	
7525	Emergency Management	3,500	
7530	Medical Supplies	7,550	
7531	Fire Prevention Supplies	2,400	
7532	Oxygen & Air Supplies	800	
7533	Hazmat Supplies	4,350	
7534	Fire Suppression Supplies	4,150	
7535	Fire Inspection Supplies	375	
7536	Infection Control Supplies	1,400	
7537	Safety Supplies	500	
7539	Software Purchases	6,500	
7601	Buildings	14,000	
7602	Office Equipment	1,350	
7603	Motor Vehicles	47,000	
7604	Radios	14,250	
7606	Computer Equipment	1,200	
7618	General Equipment	11,500	

Exhibit A - 2018 Tax Levy Ordinance

7701	Conferences & Staff Development	3,800	
7702	Memberships & Subscriptions	8,910	
7719	HSD Sewer Use Charge	250	
7729	Bond Principal Repayment	105,535	
7735	Educational Training	27,440	
7736	Personnel	700	
7749	Interest Expense - Loan	1,942	
7810	IRMA Premiums	46,971	
7812	Self-Insured Deductible	12,500	
7902	Motor Vehicles	30,000	
7909	Buildings	37,800	
7919	Computer Equipment	0	
7918	General Equipment	25,000	
7990	Contingency for Unforeseen Expenses	236,646	
	Total Fire Department	4,969,565	2,631,085

Corporate Fund - 10000

Public Services Department - 2000

	<u>Appropriation</u>	<u>Tax Levy Amount</u>
7001	Salaries & Wages	1,249,560
7002	Overtime	65,000
7003	Temporary Help	53,236
7005	Longevity Pay	3,500
7099	Water Fund Cost Allocation	(133,734)
7101	Social Security	83,790
7102	IMRF	163,784
7105	Medicare	19,884
7111	Employee Insurance	223,512
7202	Engineering	1,000
7299	Other Professional Services	18,500
7301	Street Sweeping	46,665
7302	Refuse Removal	0
7303	Mosquito Abatement	55,496
7304	D E D Removals	84,157
7306	Building & Grounds	10,000
7307	Custodial	63,432
7310	Traffic Signals	400
7312	Landscaping	56,381
7313	Third Party Review	45,000
7319	Tree Trimming	73,906
7320	Elm Tree Fungicide Program	120,983
7399	Misc. Contractual Services	61,133
7401	Postage	1,200
7402	Utilities	146,000
7403	Telephone	9,200
7404	Teletype/Pagers	0

Exhibit A - 2018 Tax Levy Ordinance

7405	Dumping	17,800	
7409	Equipment Rental	1,300	
7410	Fall Leaf P/Up Program	0	
7411	Holiday Decorating	10,060	
7419	Printing & Publishing	875	
7499	Misc. Services	0	
7501	Office Supplies	5,250	
7503	Gasoline & Oil	15,500	
7504	Uniforms	13,660	
7505	Chemicals	94,310	
7506	Motor Vehicle Supplies	2,500	
7507	Building Supplies	4,450	
7508	Licenses	189	
7509	Janitor Supplies	3,000	
7510	Tools	8,325	
7515	Camera Supplies	0	
7518	Laboratory Supplies	75	
7519	Trees	107,055	
7520	Computer Supplies	0	
7530	Medical Supplies	500	
7539	Software Purchases	2,500	
7599	Misc. Supplies	10,150	
7601	Buildings	30,490	
7602	Office Equipment	1,000	
7603	Motor Vehicles	31,130	
7604	Radios	3,000	
7605	Grounds	3,316	
7615	Streets & Alleys	32,875	
7618	General Equipment	1,250	
7619	Traffic & Street Lights	7,000	
7622	Traffic & Street Signs	38,975	
7699	Misc. Repairs	400	
7701	Conferences & Staff Development	1,520	
7702	Dues & Subscriptions	8,075	
7719	HSD Sewer Use Charge	1,500	
7735	Educational Training	7,645	
7736	Personnel	2,550	
7810	IRMA Premium	42,782	
7812	Self Insurance Deductible	33,466	
7902	Motor Vehicles	370,000	
7909	Buildings	369,000	
7918	General Equipment	12,500	
7990	Contingency for Unforeseen Expenses	182,898	
	Total Public Services Department	4,000,856	0

Exhibit A - 2018 Tax Levy Ordinance

Corporate Fund - 10000		Tax Levy
<u>Community Development Department - 2400</u>		<u>Amount</u>
	<u>Appropriation</u>	
7001 Salaries & Wages	566,347	
7002 Overtime	5,000	
7003 Temporary Help	87,243	
7005 Longevity Pay	1,900	
7099 Water Fund Cost Allocation	(152,839)	
7101 Social Security	39,632	
7102 IMRF	80,789	
7105 Medicare	9,577	
7111 Employee Insurance	72,592	
7202 Engineering	0	
7299 Misc. Professional Services	0	
7309 Data Processing	10,000	
7311 Inspectors	30,250	
7313 Commercial Review	10,000	
7401 Postage	3,500	
7403 Telephone	6,500	
7406 Citizen Information	0	
7419 Printing & Publishing	750	
7499 Misc. Services	7,500	
7501 Office Supplies	6,250	
7502 Publications	1,200	
7503 Gasoline & Oil	1,500	
7504 Uniforms	850	
7510 Tools	300	
7515 Camera Supplies	0	
7520 Computer Equipment Supplies	0	
7539 Software Purchases	0	
7599 Misc. Supplies	100	
7602 Office Equipment	3,900	
7603 Motor Vehicles	1,000	
7604 Radios	0	
7699 Misc. Repairs	0	
7701 Conferences & Staff Development	750	
7702 Dues & Subscriptions	2,275	
7735 Educational Training	2,500	
7736 Personnel	200	
7737 Mileage Reimbursement	100	
7810 IRMA Premiums	7,492	
7812 Self-Insured Deductible	2,500	
7901 Office Equipment	0	
7990 Contingency for Unforeseen Expenses	40,483	
Total Community Development Department	850,141	0

Exhibit A - 2018 Tax Levy Ordinance

Corporate Fund - 10000		Tax Levy
<u>Parks & Recreation Department - 3000</u>		<u>Amount</u>
7001	Salaries & Wages	427,545
7002	Overtime	5,300
7003	Temporary Help	276,796
7005	Longevity Pay	1,400
7099	Water Fund Cost Allocation	(18,820)
7101	Social Security	44,023
7102	IMRF	60,203
7105	Medicare	10,296
7111	Employee Insurance	85,402
7302	Refuse Removal	12,500
7306	Buildings & Grounds	42,600
7307	Custodial	33,100
7309	Data Processing	14,580
7312	Landscaping	111,428
7314	Recreation Programs	211,700
7399	Misc. Contractual Services	18,318
7401	Postage	3,000
7402	Utilities	89,000
7403	Telephone	9,500
7404	Teletype/Pagers	0
7405	Dumping	0
7406	Citizen Information	22,890
7409	Equipment Rental	6,125
7415	Employment Advertisements	0
7419	Printing & Publications	20,000
7501	Office Supplies	5,000
7503	Gasoline & Oil	7,500
7504	Uniforms	6,985
7505	Chemicals	19,850
7507	Building Supplies	3,600
7508	Licenses	3,475
7509	Janitorial Supplies	5,650
7510	Tools	2,150
7511	KLM Event Supplies	2,200
7515	Camera Supplies	0
7517	Recreation Supplies	37,750
7520	Computer Equipment	1,000
7530	Medical Supplies	800
7537	Safety Supplies	750
7599	Misc. Supplies	50
7601	Buildings	65,000
7602	Office Equipment	4,550
7603	Motor Vehicles	1,750
7604	Radios	660

77,028

Exhibit A - 2018 Tax Levy Ordinance

7605	Grounds	16,550	
7617	Recreation Equipment	11,000	
7618	General Equipment	13,640	
7699	Misc. Repairs	150	
7701	Conferences & Staff Development	3,300	
7702	Memberships & Subscriptions	2,198	
7708	Park & Recreation Commission	50	
7719	Flagg Creek Sewer Charge	3,500	
7735	Educational Training	2,045	
7736	Personnel	410	
7737	Mileage Reimbursement	650	
7795	Bank & Bond Fees	11,100	
7810	IRMA Premiums	20,257	
7812	Self-Insured Deductible	5,000	
7902	Motor Vehicles	36,000	
7903	Park - Playground Equipment	0	
7908	Land & Grounds	275,500	
7909	Buildings	35,000	
7916	Furniture and Fixtures	0	
7918	General Equipment	52,000	
7990	Contingency for Unforeseen Expenses	107,198	
	Total Parks & Recreation Department	2,251,154	77,028

Motor Fuel Tax Fund - 23000

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

Foreign Fire Insurance Fund - 25000

	<u>Appropriation</u>	<u>Tax Levy Amount</u>
7406	Citizen Information	0
7504	Uniforms	5,000
7510	Tools	0
7520	Computer Supplies	0
7599	Misc Supplies	0
7735	Educational Training	8,000
7795	Bank & Bond Fees	0
7802	Officials Bonds	500
7909	Buildings	0
7918	General Equipment	48,000
7990	Contingency for Unforeseen Expenses	6,150
	Total	67,650
		0

Exhibit A - 2018 Tax Levy Ordinance

<u>Debt Service Funds - 37000</u>		<u>Appropriation</u>	<u>Tax Levy Amount</u>
7729	Bond Principal Payment	1,020,000	1,420,000
7749	Interest Expense	734,080	1,507,719
7795	Bank & Bond Fees	2,100	
7990	Contingency for Unforeseen Expenses	87,809	
Total		1,843,989	2,927,719

<u>MIP Infrastructure Projects Fund - 45300</u>		<u>Appropriation</u>	<u>Tax Levy Amount</u>
7201	Legal Services	0	
7202	Engineering	1,256,100	
7299	Other Professional Services	0	
7750	Bond issuance Costs	0	
7901	Office Equipment	0	
7904	Sidewalks	105,000	
7906	Street Improvements	11,654,000	
7909	Building Improvements	0	
7911	Parking Deck	1,970,000	
7913	Graue Mill Improvements	45,000	
7990	Contingency for Unforeseen Expenses	751,505	0
		15,781,605	0

<u>Annual Infrastructure Project Fund - 45400</u>		<u>Appropriation</u>	<u>Tax Levy Amount</u>
7906	Street Improvements	0	0
7990	Contingency for Unforeseen Expenses	0	
		0	

<u>Water & Sewer Operations Fund - 61061</u>		<u>Appropriation</u>	<u>Tax Levy Amount</u>
7001	Salaries & Wages	574,859	
7002	Overtime	80,000	
7703	Temporary	0	
7005	Longevity Pay	4,300	
7099	Water Fund Cost Allocation	1,145,634	
7101	Social Security	40,868	
7102	IMRF	78,638	
7105	Medicare	9,558	
7111	Employee Insurance	76,502	
7201	Legal Services	2,500	
7202	Engineering	4,500	
7299	Misc. Professional Services	11,477	
7302	Refuse Removal	0	
7306	Buildings & Grounds	1,500	
7307	Custodial Services	8,250	

Exhibit A - 2018 Tax Levy Ordinance

7309	Data Processing	11,100	
7330	DWC Costs	4,347,000	
7399	Misc. Contractual Services	111,833	
7401	Postage	13,000	
7402	Utilities	60,100	
7403	Telephone	30,000	
7405	Dumping	18,850	
7406	Citizens Information	2,400	
7419	Printing & Publishing	600	
7499	Misc. Services	18,044	
7501	Office Supplies	550	
7503	Gasoline & Oil	9,000	
7504	Uniforms	5,500	
7505	Chemicals	6,000	
7507	Building Supplies	0	
7509	Janitor Supplies	675	
7510	Tools	10,790	
7515	Camera Supplies	0	
7518	Laboratory Supplies	400	
7520	Computer Equipment and Supplies	100	
7530	Medical Supplies	1,100	
7599	Misc. Supplies	1,050	
7601	Buildings	30,280	
7602	Office Equipment	450	
7603	Motor Vehicles	12,291	
7608	Sewers	14,961	
7609	Water Mains	82,559	
7614	Catchbasins	5,958	
7618	General Equipment	18,550	
7699	Miscellaneous Repairs	2,000	
7701	Conferences & Staff Development	1,500	
7702	Memberships & Subscriptions	7,912	
7713	Utility Tax	403,000	
7719	HSD Sewer Use Charge	400	
7735	Educational Training	765	
7736	Personnel	250	
7748	Loan Principal	182,303	
7749	Interest Expense	36,297	
7810	IRMA Premiums	93,284	
7812	Self-Insured Deductibles	2,500	
7902	Motor Vehicles	22,000	
7910	Water Meters	0	
7912	Fire Hydrants	25,000	
7918	General Equipment	126,000	
7990	Contingency for Unforeseen Expenses	386,647	
	Total	8,141,585	0

Exhibit A - 2018 Tax Levy Ordinance

<u>Water & Sewer Capital Fund - 61062</u>		<u>Appropriation</u>	<u>Tax Levy Amount</u>
7201	Legal Services	0	
7202	Engineering	0	
7905	Sewers	2,305,000	
7907	Water Mains	4,344,000	
7990	Contingency for Unforeseen Expenses	332,450	
	Total	6,981,450	0

<u>Water & Sewer Debt Service Fund - 61064</u>		<u>Appropriation</u>	<u>Tax Levy Amount</u>
7729	Bond Principal Payment	575,000	600,000
7749	Interest Expense	83,338	62,738
7795	Bank & Bond Fees	875	
7990	Contingency for Unforeseen Expenses	32,961	
	Total	692,174	662,738

<u>Police Pension Fund - 71100</u>		<u>Appropriation</u>	<u>Tax Levy Amount</u>
7011	Pension Payments	1,850,887	597,357
7012	Disability Payments	121,619	
7013	Pension Refunds	0	
7201	Legal Expenses	10,000	
7299	Misc. Professional Services	161,000	
7702	Memberships & Subscriptions	795	
7735	Educational Training	3,500	
7795	Bank & Bond Fees	1,000	
7799	Miscellaneous Expenses	6,025	
7990	Contingency for Unforeseen Expenses	215,483	
	Total	2,370,309	597,357

<u>Firefighters' Pension Fund - 71200</u>		<u>Appropriation</u>	<u>Tax Levy Amount</u>
7011	Pension Payments	1,374,398	1,013,321
7012	Disability Payments	268,759	
7201	Legal Expenses	10,000	
7299	Misc. Professional Services	58,150	
7702	Memberships & Subscriptions	795	
7735	Educational Training	2,500	
7795	Bank & Bond Fees	1,000	
7990	Contingency for Unforeseen Expenses	171,560	
	Total	1,887,162	1,013,321

Exhibit A - 2018 Tax Levy Ordinance

<u>Library Capital Projects Fund - 95000</u>		<u>Appropriation</u>	<u>Tax Levy Amount</u>
7729	Bond Principal Payment	0	
7748	Loan Principal	50,000	50,000
7749	Interest Expense	985	985
7909	Buildings	125,000	125,000
7990	Contingency for Unforeseen Expenses	100,000	0
	Total	275,985	175,985

<u>Library Operations Fund - 99000</u>		<u>Appropriation</u>	<u>Tax Levy Amount</u>
7001	Salaries & Wages	1,431,401	1,431,401
7002	Overtime	500	500
7003	Temporary Help	2,000	2,000
7101	Social Security Expense	89,463	89,463
7102	IMRF	140,000	133,000
7105	Medicare	20,755	13,537
7111	Employee Insurance	155,000	155,000
7114	Conferences & Staff Development	24,000	24,000
7115	Staff Recognition	3,000	3,000
7116	Personnel Recruitment	0	0
7121	Citizen Information	36,000	36,000
7125	Library Programs - Youth	24,000	24,000
7126	Library Programs - Adult	9,000	9,000
7127	Books - Youth & YA	67,250	67,250
7128	Adult Materials - Books/Audio/Video	186,000	186,000
7130	Periodicals	18,000	18,000
7134	E-Books	50,000	50,000
7135	Technical Services - Cards/Bindery	15,000	15,000
7144	Software Purchases	26,552	26,552
7146	Computer Support - Maintenance	73,952	73,952
7161	Custodial	30,000	30,000
7163	Utilities	13,000	13,000
7165	Janitorial - Maintenance Supplies	35,000	35,000
7167	Maintenance Contracts	8,000	8,000
7169	Misc. Repairs - Improvements	38,000	38,000
7181	Legal Expenses	5,500	5,500
7182	Planning Services	11,000	11,000
7183	Misc. Contractual Services	12,000	12,000
7184	Postage	650	650
7185	Telephone	6,000	6,000
7186	Accounting	52,061	52,061
7187	Misc. Services	1,500	1,500
7188	Office Supplies	13,000	13,000
7189	Copier Supplies	1,350	1,350
7191	Office Equip Maintenance	3,000	3,000

Exhibit A - 2018 Tax Levy Ordinance

7192	Memberships & Subscriptions	3,000	3,000
7193	Special - Ceremonial Events	9,000	9,000
7194	HPL Foundation	0	0
7195	Helen O'Neill Scholarship	500	500
7196	Library Development	0	0
7197	Friends Pledges Exp	50,000	50,000
7198	Grant Expenses	0	0
7199	Misc Expneses	1,000	1,000
7295	Myrtle Bequest	135,000	
7297	Donations Expenses	50,000	50,000
7298	Foundation Expenses	50,000	50,000
7729	Principal	0	
7749	Interest Expense	0	
7795	Credit Card/Bank fees	0	0
7803	Liability Insurance	300	300
7810	IRMA Premiums	36,200	25,000
7812	IRMA Deductible	10,000	10,000
7901	Computer Equipment	0	0
7909	Buildings	15,000	15,000
9032	Transfer-Debt Service	229,812	241,113
9095	Transfer-Capital Reserve	150,985	
7990	Contingency for Unforeseen Expenses	334,273	70,499
	Total	3,677,004	3,113,128

<u>All Funds Summary</u>	<u>Appropriation</u>	<u>Tax Levy Amount</u>
Corporate Fund - 10000		
Departments - 1000 thru 4000	20,123,037	5,339,198
Motor Fuel Tax Fund - 23000	0	0
Foreign Fire Insurance Fund - 25000	67,650	0
Debt Service Funds - 37000	1,843,989	2,927,719
Capital Projects Fund - 45300	15,781,605	0
Annual Infrastructure Projects Fund-45400	0	
Water & Sewer Operations Fund - 61061	8,141,585	0
Water & Sewer Capital Fund - 61062	6,981,450	0
Water & Sewer Debt Service Fund - 61063	692,174	662,738
Police Pension Fund - 71100	2,370,309	597,357
Firefighters' Pension Fund - 71200	1,887,162	1,013,321
Library Funds - 95000 & 99000	3,952,989	3,289,113
Total All Funds	61,841,950	13,829,446

Exhibit A - 2018 Tax Levy Ordinance

<u>Levy Summary</u>	<u>Amount</u>
Police Protection	2,631,085
Fire Protection	2,631,085
Police Pension	597,357
Firefighters Pension	967,371
Firefighters Pension P.A. 93-0689 Contribution	45,950
Recreation Programs for Handicapped	77,028
Bond & Interest	3,590,457
Total Village Levy	<u>10,540,333</u>
 Total Library Levy	 <u>3,289,113</u>
 Total Levy	 13,829,446
Less: Debt Service Abatements	<u>(3,663,974)</u>
Total Levy Less Abatements	<u><u>10,165,472</u></u>

Tax Levy Amount

Police Protection--for a portion of the cost of police service, there is hereby levied a special tax for Police Protection in addition to all other taxes in the sum of \$2,631,085

(a) Included in Appropriation Number		
1200-7001	2,544,231	
1200-7002	86,854	
Total	<u>2,631,085</u>	2,631,085

Fire Protection--for a portion of the cost of fire service, there is hereby levied a special tax for Fire Protection in addition to all other taxes in the sum of \$2,631,085

(b) Included in Appropriation Number		
1500-7001	2,339,628	
1500-7002	215,000	
1500-7003	59,503	
1500-7111	16,954	
Total	<u>2,631,085</u>	2,631,085

Exhibit A - 2018 Tax Levy Ordinance

Tax Levy Amount

Recreation Programs for Handicapped, for cost of joint actions on programs for the handicapped, there is hereby levied a special tax for Recreation programs for Handicapped in addition to all other taxes in the sum of \$77,028

(c) Included in Appropriation
Number 3000-7314

Total 77,028

Police Pension-for the cost of pension coverage, there is hereby levied a special tax for Police Pension in addition to all other taxes in the sum of \$597,357

(d) Included in Appropriation
Number 7173-7011

Total 597,357

Firefighters' Pension-for the cost of pension coverage, there is hereby levied a special tax for Firefighters' Pension in addition to all other taxes in the sum of \$962,655

(e) Included in Appropriation
Number 7176-7011

Total 962,655

Firefighters Pension P.A. 93-0689 Contribution-for the cost of pension coverage that is exempt from the tax cap, there is hereby levied a special tax for Firefighters Pension P.A. 93-0689 Contribution in addition to all other taxes in the sum of \$50,666

(f) Included in Appropriation
Number 7176-7011

Total 50,666

Exhibit A - 2018 Tax Levy Ordinance

	<u>Tax Levy Amount</u>
Library IMRF-for cost of pension coverage, there is hereby levied a special tax for Library IMRF in addition to all other taxes in the sum of \$133,000	
(g) Included in Library Appropriation Number 9900-7102	
Total	133,000
Library Social Security-for cost of pension coverage, there is hereby levied a special tax for Library Social Security in addition to all other taxes in the sum of \$103,000	
(h) Included in Library Appropriation Number 9900-7101 & 7105	
Total	103,000
Library Services--for a portion of the cost of library services, there is hereby levied a special tax for Library Services in addition to all other taxes in the sum of \$2,812,000	
(j) Included in Library Appropriation Numbers 9500-7001 through Numbers 9900-9095	
Total	2,812,000

VILLAGE OF HINSDALE

RESOLUTION NO. R2018-

A RESOLUTION abating the tax hereto levied for the year 2018 to pay the principal of and interest on \$3,500,000 General Obligation Alternate Bonds (Waterworks and Sewerage System Alternate Revenue Source), Series 2008C, of the Village of Hinsdale, DuPage and Cook Counties, Illinois.

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

WHEREAS the Village has the Pledged Revenues (as defined in the Ordinance) in the appropriate account or fund pursuant to the Ordinance for the purpose of paying the principal of and interest on the Bonds up to and including December 15, 2019 and

WHEREAS it is necessary and in the best interests of the Village that the tax heretofore levied for the year 2018 to pay the principal of and interest on the Bonds be abated;

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

Section 1. Abatement of Tax. The tax heretofore levied for the year 2018 in the Ordinance for the purpose of paying the principal of and interest on said Bonds to December 15, 2019 is hereby abated in its entirety in the amount of \$494,000.00.

Section 2. Filing of Resolution. Forthwith upon the adoption of this resolution, the Village Clerk shall file a certified copy hereof with the County Clerks of The Counties of DuPage and Cook, Illinois, and it shall be the duty of said County Clerks to abate said tax levied for the year 2018 in accordance with the provisions hereof.

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

PASSED this 11th day of December, 2018.

AYES:

NAYS:

ABSENT:

APPROVED this 11th day of December, 2018.

Thomas Cauley, Village President

ATTEST:

Christine Bruton, Village Clerk

VILLAGE OF HINSDALE

RESOLUTION NO. R2018-_____

A RESOLUTION abating the tax hereto levied for the year 2018 to pay the principal of and interest on \$5,000,000 General Obligation Bonds (Alternate Revenue Source), Series 2012A, of the Village of Hinsdale, DuPage and Cook Counties, Illinois.

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

WHEREAS the Village has the Pledged Revenues (as defined in the Ordinance) in the appropriate account or fund pursuant to the Ordinance for the purpose of paying the principal of and interest on the Bonds up to and including December 15, 2019 and

WHEREAS it is necessary and in the best interests of the Village that the tax heretofore levied for the year 2018 to pay the principal of and interest on the Bonds be abated;

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

Section 1. Abatement of Tax. The tax heretofore levied for the year 2018 in the Ordinance for the purpose of paying the principal of and interest on said Bonds to December 15, 2019 is hereby abated in its entirety in the amount of \$320,462.50.

Section 2. Filing of Resolution. Forthwith upon the adoption of this resolution, the Village Clerk shall file a certified copy hereof with the County Clerks of The Counties of DuPage and Cook, Illinois, and it shall be the duty of said County Clerks to abate said tax levied for the year 2018 in accordance with the provisions hereof.

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

PASSED this 11th day of December 2018.

AYES:

NAYS:

ABSENT:

APPROVED this 11th day of December 2018.

Thomas Cauley, Village President

ATTEST:

Christine Bruton, Village Clerk

VILLAGE OF HINSDALE

RESOLUTION NO. R2018-_____

A RESOLUTION abating the tax hereto levied for the year 2018 to pay the principal of and interest on \$2,710,000 General Obligation Refunding Bonds (Library Fund Tax Alternate Revenue Source), Series 2013A, of the Village of Hinsdale, DuPage and Cook Counties, Illinois.

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

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

WHEREAS the Village has determined that there are sufficient Pledged Revenues (as defined in the Ordinance) pursuant to the Ordinance for the purpose of paying the principal of and interest on the Bonds up to and including December 15, 2019; and

WHEREAS it is necessary and in the best interests of a the Village that the tax heretofore levied for the year 2018 to pay the principal of and interest on the Bonds be abated;

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

Section 1. Abatement of Tax. The tax heretofore levied for the year 2018 in the Ordinance for the purpose of paying the principal of and interest on said Bonds to December 15, 2019 is hereby abated in its entirety in the amount of \$241,112.50.

Section 2. Filing of Resolution. Forthwith upon the adoption of this resolution, the Village Clerk shall file a certified copy hereof with the County Clerks of The Counties of DuPage and Cook, Illinois, and it shall be the duty of said County Clerks to abate said tax levied for the year 2018 in accordance with the provisions hereof.

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

PASSED this 11th day of December, 2018.

AYES:

NAYS:

ABSENT:

APPROVED this 11th day of December, 2018.

Thomas Cauley, Village President

ATTEST:

Christine Bruton, Village Clerk

VILLAGE OF HINSDALE

RESOLUTION NO. R2018-_____

A RESOLUTION abating the tax hereto levied for the year 2018 to pay the principal of and interest on \$2,025,000 General Obligation Alternate Bonds (Waterworks and Sewerage System Alternate Revenue Source), Series 2014A, of the Village of Hinsdale, DuPage and Cook Counties, Illinois.

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

WHEREAS the Village has the Pledged Revenues (as defined in the Ordinance) in the appropriate account or fund pursuant to the Ordinance for the purpose of paying the principal of and interest on the Bonds up to and including December 15, 2019 and

WHEREAS it is necessary and in the best interests of a the Village that the tax heretofore levied for the year 2018 to pay the principal of and interest on the Bonds be abated;

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

Section 1. Abatement of Tax. The tax heretofore levied for the year 2018 in the Ordinance for the purpose of paying the principal of and interest on said Bonds to December 15, 2019 is hereby abated in its entirety in the amount of \$168,737.50.

Section 2. Filing of Resolution. Forthwith upon the adoption of this resolution, the Village Clerk shall file a certified copy hereof with the County Clerks of The Counties of DuPage and Cook, Illinois, and it shall be the duty of said County Clerks to abate said tax levied for the year 2018 in accordance with the provisions hereof.

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

PASSED this 11th day of December, 2018.

AYES:

NAYS:

ABSENT:

APPROVED this 11th day of December, 2018.

Thomas Cauley, Village President

ATTEST:

Christine Bruton, Village Clerk

VILLAGE OF HINSDALE

RESOLUTION NO. R2018-_____

A RESOLUTION abating the tax hereto levied for the year 2018 to pay the principal of and interest on \$5,000,000 General Obligation Bonds (Alternate Revenue Source), Series 2014B, of the Village of Hinsdale, DuPage and Cook Counties, Illinois.

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

WHEREAS the Village has the Pledged Revenues (as defined in the Ordinance) in the appropriate account or fund pursuant to the Ordinance for the purpose of paying the principal of and interest on the Bonds up to and including December 15, 2019 and

WHEREAS it is necessary and in the best interests of a the Village that the tax heretofore levied for the year 2018 to pay the principal of and interest on the Bonds be abated;

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

Section 1. Abatement of Tax. The tax heretofore levied for the year 2018 in the Ordinance for the purpose of paying the principal of and interest on said Bonds to December 15, 2019 is hereby abated in its entirety in the amount of \$357,182.50.

Section 2. Filing of Resolution. Forthwith upon the adoption of this resolution, the Village Clerk shall file a certified copy hereof with the County Clerks of The Counties of DuPage and Cook, Illinois, and it shall be the duty of said County Clerks to abate said tax levied for the year 2018 in accordance with the provisions hereof.

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

PASSED this 11th day of December 2018.

AYES:

NAYS:

ABSENT:

APPROVED this 11th day of December 2018.

Thomas Cauley, Village President

ATTEST:

Christine Bruton, Village Clerk

VILLAGE OF HINSDALE

RESOLUTION NO. R2018-_____

A RESOLUTION abating the tax hereto levied for the year 2018 to pay the principal of and interest on \$9,775,000 General Obligation Bonds (Sales Tax Alternate Revenue Source), Series 2017A, of the Village of Hinsdale, DuPage and Cook Counties, Illinois.

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

WHEREAS the Village has the Pledged Revenues (as defined in the Ordinance) in the appropriate account or fund pursuant to the Ordinance for the purpose of paying the principal of and interest on the Bonds up to and including December 15, 2019 and

WHEREAS it is necessary and in the best interests of a the Village that the tax heretofore levied for the year 2018 to pay the principal of and interest on the Bonds be abated;

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

Section 1. Abatement of Tax. The tax heretofore levied for the year 2018 in the Ordinance for the purpose of paying the principal of and interest on said Bonds to December 15, 2019 is hereby abated in its entirety in the amount of \$672,587.50.

Section 2. Filing of Resolution. Forthwith upon the adoption of this resolution, the Village Clerk shall file a certified copy hereof with the County Clerks of The Counties of DuPage and Cook, Illinois, and it shall be the duty of said County Clerks to abate said tax levied for the year 2018 in accordance with the provisions hereof.

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

PASSED this 11th day of December 2018.

AYES:

NAYS:

ABSENT:

APPROVED this 11th day of December 2018.

Thomas Cauley, Village President

ATTEST:

Christine Bruton, Village Clerk

VILLAGE OF HINSDALE

RESOLUTION NO. R2018-_____

A RESOLUTION abating the tax hereto levied for the year 2018 to pay the principal of and interest on \$20,000,000 General Obligation Bonds (Sales Tax Alternate Revenue Source), Series 2018A, of the Village of Hinsdale, DuPage and Cook Counties, Illinois.

WHEREAS the President and Board of Trustees (the "*Corporate Authorities*") of the Village of Hinsdale, DuPage and Cook Counties, Illinois (the "*Village*"), by Ordinance Number O2018-30, adopted on the 12th day of June, 2018 (the "*Ordinance*"), did provide for the issue of \$20,000,000 General Obligation Bonds (Alternate Revenue Source), Series 2018A (the "*Bonds*"), and the levy of a direct annual tax sufficient to pay the principal of and interest on the Bonds; and

WHEREAS the Village has the Pledged Revenues (as defined in the Ordinance) in the appropriate account or fund pursuant to the Ordinance for the purpose of paying the principal of and interest on the Bonds up to and including December 15, 2019 and

WHEREAS it is necessary and in the best interests of a the Village that the tax heretofore levied for the year 2018 to pay the principal of and interest on the Bonds be abated;

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

Section 1. Abatement of Tax. The tax heretofore levied for the year 2018 in the Ordinance for the purpose of paying the principal of and interest on said Bonds to December 15, 2019 is hereby abated in its entirety in the amount of \$1,409,891.67

Section 2. Filing of Resolution. Forthwith upon the adoption of this resolution, the Village Clerk shall file a certified copy hereof with the County Clerks of The Counties of DuPage and Cook, Illinois, and it shall be the duty of said County Clerks to abate said tax levied for the year 2018 in accordance with the provisions hereof.

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

PASSED this 11th day of December 2018.

AYES:

NAYS:

ABSENT:

APPROVED this 11th day of December 2018.

Thomas Cauley, Village President

ATTEST:

Christine Bruton, Village Clerk

MEMORANDUM

Date: November 20, 2018
To: Village President and Board of Trustees
From: Darrell J. Langlois, Assistant Village Manager/Finance Director
RE: 2018 Proposed Tax Levy

At its November 8, 2018 meeting, the Village Board approved the tentative 2018 Village and Library tax levy of \$10,192,951 net of abatements, which represents a 2.79% increase over the 2017 extended tax levy. Under the requirements of the Truth-In-Taxation Act (35 ILCS 200/18) the Village is not required to hold a public hearing as the increase in the levy is less than the 5% increase required to mandate a public hearing on the tax levy. Please note the amount of taxes that will actually be levied has been reduced since the resolution was adopted to \$10,165,472. This change is being made since the Library Board is expected to reduce its operating tax levy at its meeting on November 27, 2018 from \$3,075,480 to \$3,048,000. Should this not occur, this will be adjusted prior to the second reading taking place.

The Police and Firefighters' Pension Fund contributions included in the Tax Levy Ordinance are based on actuarial studies performed by actuary MWM Consulting, who was retained by the Village. Based the Village's actuarial study, the statutory minimum contribution to the Police Pension Fund for the 2017 tax levy is \$597,357, a decrease of \$18,283 from the prior year. The statutory minimum contribution to the Firefighter's Pension Fund is \$1,013,321, an increase of \$94,327 from the prior year. Of this contribution amount, \$962,655 is subject to the tax cap and \$50,666 is exempt from the tax cap. Copies of the Village's actuarial studies have been distributed previously to the Village Board.

By law the pension funds are required to formally request a tax levy contribution amount from the Village. For the 2017 tax levy, the Police Pension Fund has requested a Village contribution of \$905,116; the Firefighters' Pension Fund has requested a Village contribution of \$1,492,490. In formulating their tax levy requests, both funds have based their request on data calculated by an independent actuary retained by the respective fund, and in both cases some of the actuarial methods and assumptions used are different than those used by MWM Consulting as well as those used by the Illinois Department of Insurance. In the case of the both funds, in addition to differing actuarial assumptions they have based their tax levy request on funding to 2040 at 100% (statutes require 90% funding) and utilize the "entry age normal" costing method (statutes require the "projected unit credit" costing method).

The background information supporting the Police and Firefighters' Pension Fund tax levy requests, as well as the statutory required "Municipal Compliance Reports", are being distributed as part of the first reading meeting materials. Should the Board consider any increase over the amount calculated by MWM Consulting, an offsetting reduction in other categories would be required as the total tax levy is limited by the tax cap.

November 5, 2018

President Thomas K. Cauley and Members of the Board of Trustees
Village of Hinsdale
19 E. Chicago Avenue
Hinsdale, IL 60521

RE: Tax Levy Request from the Hinsdale Firefighters' Pension Fund

Dear President Cauley and Members of the Village Board:

Section 4-118 of the Illinois Pension Code requires that the Village of Hinsdale annually levy a tax to meet the annual actuarial requirements of the firefighters' pension fund (40 ILCS 5/4-118). The Board of Trustees of the Hinsdale Firefighters' Pension Fund has reviewed the actuarial valuations prepared by the Pension Board's actuaries, Foster & Foster, and the Village's new actuaries, MWM Consulting Group, for purposes of this year's tax levy request. The Illinois Department of Insurance tax levy report was not available for review.

The Pension Board voted to request that the Village Board levy the recommended amount of \$1,492,490 for the property tax levy in December 2018. This amount is based on Foster & Foster's calculations, determined through a policy of 100% funding by 2040, using an investment return of 6.5% and the entry age normal (EAN) actuarial method. The amount to be levied outside the tax cap is \$74,625. Please note the following:


- The Village's new actuaries have prepared their report based on the statutory minimum method of projected unit credit (PUC) and a 90% funding goal by year 2040, with a 7% investment return assumption. The Village's actuary recommends a tax levy of \$1,013,321, with \$50,666 to be levied outside the tax cap. Note that the Pension Board's actuaries' calculation of the statutory minimum contribution is \$1,269,223, using a 6.5% investment return assumption.
- The recommended contribution has decreased \$46,981 from the prior year.
- For the fiscal year ending April 30, 2018, the Fund's net return on investments was 8.66%. When smoothed over a five-year period, the net return on the actuarial value of assets was 6.85%.
- The Fund paid over \$1.5 million in benefits last fiscal year.

The Pension Fund is disappointed that the Village is continuing its course of shorting its contribution to the Fund through a statutory underfunding policy, despite the engagement of a new actuarial firm. Continuing to sell investments to meet its benefit payment obligations is an unhealthy financial situation for the Fund, as well as costly approach for the Village's taxpayers, who will be required to put in more to the Fund in the future because of the shortfall in Village contributions today.

Enclosed is the Fund's actuarial valuation, municipal compliance report, along with the Pension Board's investment policy, for your review. If you have any questions regarding the Board's request, please let us know.

Sincerely,

HINSDALE FIREFIGHTERS' PENSION FUND


William Claybrook, President

Enclosures

cc: Darrell Langlois, Finance Director, Village of Hinsdale (w/ enclosures)

THE VILLAGE OF HINSDALE, ILLINOIS
FIREFIGHTERS' PENSION FUND

PUBLIC ACT 95-0950 - MUNICIPAL COMPLIANCE
REPORT

FOR THE FISCAL YEAR ENDED
APRIL 30, 2018



Lauterbach & Amen, LLP

CERTIFIED PUBLIC ACCOUNTANTS

668 N. RIVER ROAD • NAPERVILLE, ILLINOIS 60563

PHONE 630.393.1483 • FAX 630.393.2516

www.lauterbachamen.com

October 17, 2018

Members of the Pension Board of Trustees
Hinsdale Firefighters' Pension Fund
Hinsdale, Illinois

Enclosed please find a copy of your Municipal Compliance Report for the Hinsdale Firefighters' Pension Fund for the fiscal year ended April 30, 2018. We have prepared the report with the most recent information available at our office. Should you have more current information, or notice any inaccuracies, we are prepared to make any necessary revisions and return them to you.

The President and Secretary of the Pension Fund are required to sign the report on page 3. If not already included with the enclosed report, please also include a copy of the Pension Fund's most recent investment policy.

The signed Public Act 95-0950 - Municipal Compliance Report must be provided to the Municipality before the tax levy is filed on the last Tuesday in December. We are sending the report via email to promote an environmentally-friendly work atmosphere.

If you have any questions regarding this report, please contact your Client Manager or PSA.

Respectfully submitted,

LAUTERBACH & AMEN, LLP

THE VILLAGE OF HINSDALE, ILLINOIS
FIREFIGHTERS' PENSION FUND

Public Act 95-950 - Municipal Compliance Report
For the Fiscal Year Ending April 30, 2018

The Pension Board certifies to the Board of Trustees of the Village of Hinsdale, Illinois on the condition of the Pension Fund at the end of its most recently completed fiscal year the following information:

- 1) The total cash and investments, including accrued interest, of the fund at market value and the total net position of the Pension Fund:

	Current Fiscal Year	Preceding Fiscal Year
Total Cash and Investments (including accrued interest)	\$19,033,704	\$17,865,538
Total Net Position	\$19,031,934	\$17,864,155

- 2) The estimated receipts during the next succeeding fiscal year from deductions from the salaries of firefighters' and from other sources:

Estimated Receipts - Employee Contributions	\$212,400
Estimated Receipts - All Other Sources	
Investment Earnings	\$1,237,200
Municipal Contributions	\$1,492,490

- 3) The estimated amount necessary during the fiscal year to meet the annual actuarial requirements of the pension fund as provided in Sections 4-118 and 4-120:

Annual Requirement of the Fund as Determined by:

Illinois Department of Insurance	N/A
Private Actuary - Foster & Foster	
Recommended Municipal Contribution	\$1,492,490
Statutory Municipal Contribution	\$1,269,223

**THE VILLAGE OF HINSDALE, ILLINOIS
FIREFIGHTERS' PENSION FUND**

**Public Act 95-950 - Municipal Compliance Report
For the Fiscal Year Ending April 30, 2018**

- 3) The estimated amount necessary during the fiscal year to meet the annual actuarial requirements of the pension fund as provided in Sections 4-118 and 4-120 - Continued:

Private Actuary - MWM Consulting Group

Recommended Municipal Contribution	\$1,013,321
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Statutory Municipal Contribution	\$1,013,321
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- 4) The total net income received from investment of assets along with the assumed investment return and actual investment return received by the fund during its most recently completed fiscal year compared to the total net income, assumed investment return, and actual investment return received during the preceding fiscal year:

	Current Fiscal Year	Preceding Fiscal Year
Net Income Received from Investment of Assets	\$1,531,764	\$1,961,830
Assumed Investment Return		
Illinois Department of Insurance	N/A	6.50%
Private Actuary - Foster & Foster	6.50%	6.50%
Private Actuary - MWM Consulting Group	7.00%	7.00%
Actual Investment Return	8.30%	11.47%

- 5) The increase in employer pension contributions that results from the implementation of the provisions of P.A. 93-0689:

Illinois Department of Insurance	N/A
Private Actuary - Foster & Foster	\$74,625
Private Actuary - MWM Consulting Group	\$50,666

**THE VILLAGE OF HINSDALE, ILLINOIS
FIREFIGHTERS' PENSION FUND**

**Public Act 95-950 - Municipal Compliance Report
For the Fiscal Year Ending April 30, 2018**

- 6) The total number of active employees who are financially contributing to the fund:

Number of Active Members	<u>24</u>
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- 7) The total amount that was disbursed in benefits during the fiscal year, including the number of and total amount disbursed to (i) annuitants in receipt of a regular retirement pension, (ii) recipients being paid a disability pension, and (iii) survivors and children in receipt of benefits:

	<u>Number of</u>	<u>Total Amount Disbursed</u>
(i) Regular Retirement Pension	<u>19</u>	<u>\$1,143,491</u>
(ii) Disability Pension	<u>5</u>	<u>\$260,579</u>
(iii) Survivors and Child Benefits	<u>2</u>	<u>\$144,296</u>
Totals	<u>26</u>	<u>\$1,548,366</u>

- 8) The funded ratio of the fund:

	<u>Current Fiscal Year</u>	<u>Preceding Fiscal Year</u>
Illinois Department of Insurance	<u>N/A</u>	<u>56.16%</u>
Private Actuary - Foster & Foster	<u>55.62%</u>	<u>53.30%</u>
Private Actuary - MWM Consulting Group	<u>67.65%</u>	<u>59.92%</u>

**THE VILLAGE OF HINSDALE, ILLINOIS
FIREFIGHTERS' PENSION FUND**

**Public Act 95-950 - Municipal Compliance Report
For the Fiscal Year Ending April 30, 2018**

- 9) The unfunded liability carried by the fund, along with an actuarial explanation of the unfunded liability:

Unfunded Liability:

Illinois Department of Insurance	<u>N/A</u>
Private Actuary - Foster & Foster	<u>\$14,884,863</u>
Private Actuary - MWM Consulting Group	<u>\$8,964,714</u>

The accrued liability is the actuarial present value of the portion of the projected benefits that has been accrued as of the valuation date based upon the actuarial valuation method and the actuarial assumptions employed in the valuation. The unfunded accrued liability is the excess of the accrued liability over the actuarial value of assets.

- 10) The investment policy of the Pension Board under the statutory investment restrictions imposed on the fund.

Investment Policy - See Attached.

Please see Notes Page attached.

CERTIFICATION OF MUNICIPAL FIREFIGHTERS'
PENSION FUND COMPLIANCE REPORT

The Board of Trustees of the Pension Fund, based upon information and belief, and to the best of our knowledge, hereby certify pursuant to §4-134 of the Illinois Pension Code 40 ILCS 5/4-134, that the preceding report is true and accurate.

Adopted this 5TH day of November 2018

President William H. Clapham Date 11-5-18

Secretary Ray [Signature] Date 11-5-18

**THE VILLAGE OF HINSDALE, ILLINOIS
FIREFIGHTERS' PENSION FUND**

**Public Act 95-950 - Municipal Compliance Report
For the Fiscal Year Ending April 30, 2018**

INDEX OF ASSUMPTIONS

- 1) Total Cash and Investments - as Reported at Market Value in the Audited Financial Statements for the Years Ended April 30, 2018 and 2017.

Total Net Position - as Reported in the Audited Financial Statements for the Years Ended April 30, 2018 and 2017.

- 2) Estimated Receipts - Employee Contributions as Reported in the Audited Financial Statements for the Year Ended April 30, 2018 plus 5.5% Increase (Actuarial Salary Increase Assumption) Rounded to the Nearest \$100.

Estimated Receipts - All Other Sources:

Investment Earnings - Cash and Investments as Reported in the Audited Financial Statements for the Year Ended April 30, 2018, times 6.5% (Actuarial Investment Return Assumption) Rounded to the Nearest \$100.

Recommended Amount of Tax Levy as Reported by Foster & Foster in the April 30, 2018 Actuarial Valuation.

- 3) Annual Requirement of the Fund as Determined by:

Illinois Department of Insurance - No April 30, 2018 Actuarial Valuation available at the time of this report.

Private Actuary - Foster & Foster

Recommended Amount of Tax Levy as Reported by Foster & Foster in the April 30, 2018 Actuarial Valuation.

Statutorily Required Amount of Tax Levy as Reported by Foster & Foster in the April 30, 2018 Actuarial Valuation.

Private Actuary - MWM Consulting Group

Recommended Amount of Tax Levy as Reported by MWM Consulting Group in the April 30, 2018 Actuarial Valuation.

Statutorily Required Amount of Tax Levy as Reported by MWM Consulting Group in the April 30, 2018 Actuarial Valuation.

**THE VILLAGE OF HINSDALE, ILLINOIS
FIREFIGHTERS' PENSION FUND**

**Public Act 95-950 - Municipal Compliance Report
For the Fiscal Year Ending April 30, 2018**

INDEX OF ASSUMPTIONS - Continued

- 4) Net Income Received from Investment of Assets - Investment Income (Loss) net of Investment Expense, as Reported in the Audited Financial Statements for the Years Ended April 30, 2018 and 2017.

Assumed Investment Return:

Illinois Department of Insurance - Preceding Fiscal Year Interest Rate Assumption as Reported in the April 30, 2017 Actuarial Valuation. No April 30, 2018 Actuarial Valuation available at the time of this report.

Private Actuary - Foster & Foster

Current and Preceding Fiscal Year Interest Rate Assumption as Reported in the Foster & Foster, April 30, 2018 and 2017 Actuarial Valuations.

Private Actuary - MWM Consulting Group

Current and Preceding Fiscal Year Interest Rate Assumption as Reported in the MWM Consulting Group, April 30, 2018 and 1900 Actuarial Valuations.

Actual Investment Return - Net Income Received from Investments as Reported Above as a Percentage of the Average of the Beginning balance of the Cash and Investments and the Ending balance of the Cash and Investments, excluding the fiscal year net investment income, as Reported in the Audited Financial Statements for the Fiscal Years Ended April 30, 2018 and 2017.

- 5) Illinois Department of Insurance - No amount available at the time of this report.

Amount of total suggested tax levy as calculated by Foster & Foster to be excluded from the property tax extension limitation law as contemplated by 35 ILCS 200/18-185.

Amount of total suggested tax levy as calculated by MWM Consulting Group to be excluded from the property tax extension limitation law as contemplated by 35 ILCS 200/18-185.

- 6) Number of Active Members - Illinois Department of Insurance Annual Statement for April 30, 2018 - Schedule P.

**THE VILLAGE OF HINSDALE, ILLINOIS
FIREFIGHTERS' PENSION FUND**

**Public Act 95-950 - Municipal Compliance Report
For the Fiscal Year Ending April 30, 2018**

INDEX OF ASSUMPTIONS - Continued

- 7) (i) Regular Retirement Pension - Illinois Department of Insurance Annual Statement for April 30, 2018 - Schedule P for Number of Participants and Expense page 1 for Total Amount Disbursed.
- (ii) Disability Pension - Same as above.
- (iii) Survivors and Child Benefits - Same as above.

8) The funded ratio of the fund:

Illinois Department of Insurance - Preceding Fiscal Year Actuarial Value of Assets as a percentage of Accrued Liability as Reported in the April 30, 2017 Actuarial Valuation. No April 30, 2018 Actuarial Valuation available at the time of this report.

Private Actuary - Foster & Foster

Current and Preceding Fiscal Year Actuarial Value of Assets as a percentage of Accrued Liability as Reported in the Foster & Foster, April 30, 2018 and 2017 Actuarial Valuations.

Private Actuary - MWM Consulting Group

Current and Preceding Fiscal Year Actuarial Value of Assets as a percentage of Accrued Liability as Reported in the MWM Consulting Group, April 30, 2018 and 2017 Actuarial Valuations.

9) Unfunded Liability:

Illinois Department of Insurance - Deferred Asset (Unfunded Accrued Liability) - No April 30, 2018 Actuarial Valuation available at the time of this report.

Private Actuary - Foster & Foster

Deferred Asset (Unfunded Accrued Liability) as Reported by Foster & Foster in the April 30, 2018 Actuarial Valuation.

Private Actuary - MWM Consulting Group

Deferred Asset (Unfunded Accrued Liability) as Reported by MWM Consulting Group in the April 30, 2018 Actuarial Valuation.

**VILLAGE OF HINSDALE
FIREFIGHTERS' PENSION FUND**

**ACTUARIAL VALUATION
AS OF MAY 1, 2018**

**CONTRIBUTIONS APPLICABLE TO THE
PLAN/FISCAL YEAR ENDING APRIL 30, 2019**

August 30, 2018

Board of Trustees
c/o Mr. Bill Claybrook
President
Hinsdale Firefighters' Pension Fund
121 Symonds Drive
Hinsdale, IL 60521

Re: Actuarial Valuation Report – Hinsdale Firefighters' Pension Fund

Dear Board:

We are pleased to present to the Board this report of the annual actuarial valuation of the Hinsdale Firefighters' Pension Fund. The valuation was performed to determine whether the assets and contributions are sufficient to provide the prescribed benefits and to develop the appropriate funding requirements for the applicable plan year. Please note that this valuation may not be applicable for any other purposes.

The valuation has been conducted in accordance with generally accepted actuarial principles and practices, including the applicable Actuarial Standards of Practice as issued by the Actuarial Standards Board, and reflects laws and regulations issued to date pursuant to the provisions of Article 4, Illinois Pension Code, as well as applicable federal laws and regulations. In our opinion, the assumptions used in this valuation, as adopted by the Board of Trustees, represent reasonable expectations of anticipated plan experience. Future actuarial measurements may differ significantly from the current measurements presented in this report for a variety of reasons including: changes in applicable laws, changes in plan provisions, changes in assumptions, or plan experience differing from expectations.

In conducting the valuation, we have relied on personnel, plan design, and asset information supplied by the Board, financial reports prepared by the custodian bank and the actuarial assumptions and methods described in the Actuarial Assumptions section of this report. While we cannot verify the accuracy of all this information, the supplied information was reviewed for consistency and reasonableness. As a result of this review, we have no reason to doubt the substantial accuracy of the information and believe that it has produced appropriate results. This information, along with any adjustments or modifications, is summarized in various sections of this report.

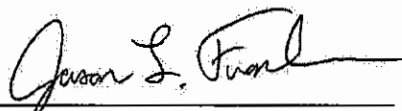
The undersigned is familiar with the immediate and long-term aspects of pension valuations and meets the Qualification Standards of the American Academy of Actuaries necessary to render the actuarial opinions contained herein. All of the sections of this report are considered an integral part of the actuarial opinions.

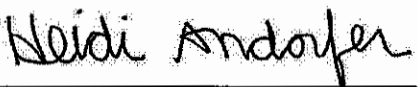
To our knowledge, no associate of Foster & Foster, Inc. working on valuations of the program has any direct financial interest or indirect material interest in the Village of Hinsdale, nor does anyone at Foster & Foster, Inc. act as a member of the Board of Trustees of the Hinsdale Firefighters' Pension Fund. Thus, there is no relationship existing that might affect our capacity to prepare and certify this actuarial report.

If there are any questions, concerns, or comments about any of the items contained in this report, please contact us at 630-620-0200.

Respectfully submitted,

Foster & Foster, Inc.

By: 
Jason L. Franken, FSA, EA, MAAA

By: 
Heidi E. Andorfer, FSA, EA, MAAA

JLF/lke
Enclosures

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SUMMARY OF REPORT

The regular annual actuarial valuation of the Village of Hinsdale Firefighters' Pension Fund, performed as of May 1, 2018, has been completed and the results are presented in this Report. The contribution amounts set forth herein are applicable to the plan/fiscal year ended April 30, 2019.

The contribution requirements, compared with those set forth in the May 1, 2017 actuarial report, are as follows:

Valuation Date	5/1/2018	5/1/2017
Applicable to Fiscal Year Ending	<u>4/30/2019</u>	<u>4/30/2018</u>
Total Recommended Contribution	\$1,705,266	\$1,733,857
% of Projected Annual Payroll	75.8%	84.3%
Member Contributions (Est.)	212,776	194,386
% of Projected Annual Payroll	9.5%	9.5%
Village Recommended Contribution	1,492,490	1,539,471
% of Projected Annual Payroll	66.3%	74.8%

As you can see, the Total Recommended Contribution, shows a decrease when compared to the results determined in the May 1, 2017 actuarial valuation report. The decrease is attributable to the net change in assumptions and favorable experience realized by the plan during the year.

Favorable plan experience resulted from salary increases that were much lower than assumed, no retirements during the past year, and assets that earned a 6.85% investment return (Actuarial basis) which exceeded the 6.50% assumption. This was partially offset by lower than expected inactive mortality experience.

CHANGES SINCE PRIOR VALUATION

Plan Changes Since Prior Valuation

No plan changes have occurred since the prior valuation.

Actuarial Assumption/Method Changes Since Prior Valuation

Based on the results of the 2017 Department of Insurance experience study, the following assumption changes were made:

- Updated retirement, termination and disability rate tables.
- Updated assumed salary increase rates.
- Updated the percentage of disabilities assumed to be in the line of duty from 90% to 80%.
- Updated the percentage of deaths assumed to be in the line of duty from 5% to 20%.
- Reduced assumed payroll growth rate from 3.72% to 3.00%.

There were no method changes since the prior valuation.

COMPARATIVE SUMMARY OF PRINCIPAL VALUATION RESULTS

	New Assump <u>5/1/2018</u>	Old Assump <u>5/1/2018</u>	<u>5/1/2017</u>
A. Participant Data			
Number Included			
Actives	24	24	22
Service Retirees	19	19	18
Beneficiaries	2	2	2
Disability Retirees	5	5	5
Terminated Vested	<u>5</u>	<u>5</u>	<u>5</u>
Total	55	55	52
Total Annual Payroll	\$2,250,404	\$2,250,404	\$2,055,904
Payroll Under Assumed Ret. Age	2,250,404	2,250,404	2,055,904
Annual Rate of Payments to:			
Service Retirees	1,169,674	1,169,674	1,128,780
Beneficiaries	144,296	144,296	144,296
Disability Retirees	262,743	262,743	259,498
Terminated Vested	10,927	10,927	10,927
B. Assets			
Actuarial Value	18,652,179	18,652,179	17,808,487
Market Value	19,031,934	19,031,934	17,864,155
C. Liabilities			
Present Value of Benefits			
Actives			
Retirement Benefits	15,920,906	17,644,259	16,480,091
Disability Benefits	1,573,233	2,217,300	2,067,190
Death Benefits	424,645	355,145	337,847
Vested Benefits	543,159	586,378	546,964
Service Retirees	15,444,959	15,444,959	15,242,071
Beneficiaries	1,483,358	1,483,358	1,510,972
Disability Retirees	3,964,101	3,964,101	4,040,368
Terminated Vested	<u>130,058</u>	<u>130,058</u>	<u>124,572</u>
Total	39,484,419	41,825,558	40,350,075

C. Liabilities - (Continued)	New Assump <u>5/1/2018</u>	Old Assump <u>5/1/2018</u>	<u>5/1/2017</u>
Present Value of Future Salaries	23,973,669	24,166,226	22,254,463
Present Value of Future Member Contributions	2,266,710	2,284,917	2,104,159
Normal Cost (Retirement)	478,030	562,560	529,279
Normal Cost (Disability)	90,880	122,052	113,262
Normal Cost (Death)	24,955	20,529	19,435
Normal Cost (Vesting)	<u>28,185</u>	<u>30,415</u>	<u>31,730</u>
Total Normal Cost	622,050	735,556	693,706
Present Value of Future Normal Costs	5,947,377	7,170,863	6,938,541
Accrued Liability (Retirement)	11,341,680	12,175,184	11,161,124
Accrued Liability (Disability)	691,263	979,030	891,214
Accrued Liability (Death)	179,412	155,746	142,279
Accrued Liability (Vesting)	302,211	322,259	298,934
Accrued Liability (Inactives)	<u>21,022,476</u>	<u>21,022,476</u>	<u>20,917,983</u>
Total Actuarial Accrued Liability	33,537,042	34,654,695	33,411,534
Unfunded Actuarial Accrued Liability (UAAL)	14,884,863	16,002,516	15,603,047
Funded Ratio (AVA / AL)	55.6%	53.8%	53.3%

	New Assump <u>5/1/2018</u>	Old Assump <u>5/1/2018</u>	<u>5/1/2017</u>
D. Actuarial Present Value of Accrued Benefits			
Vested Accrued Benefits			
Inactives	21,022,476	21,022,476	20,917,983
Actives	4,811,259	5,038,385	4,830,660
Member Contributions	<u>2,193,695</u>	<u>2,193,695</u>	<u>1,992,352</u>
Total	28,027,430	28,254,556	27,740,995
Non-vested Accrued Benefits	<u>830,301</u>	<u>916,833</u>	<u>489,949</u>
Total Present Value Accrued Benefits	28,857,731	29,171,389	28,230,944
Funded Ratio (MVA / PVAB)	66.0%	65.2%	63.3%
Increase (Decrease) in Present Value of Accrued Benefits Attributable to:			
Plan Amendments	0	0	
Assumption Changes	(313,658)	0	
New Accrued Benefits	0	704,122	
Benefits Paid	0	(1,548,366)	
Interest	0	1,784,689	
Other	<u>0</u>	<u>0</u>	
Total	(313,658)	940,445	

Valuation Date	New Assump 5/1/2018	Old Assump 5/1/2018	5/1/2017
Applicable to Fiscal Year Ending	<u>4/30/2019</u>	<u>4/30/2019</u>	<u>4/30/2018</u>

E. Pension Cost

Normal Cost ¹	\$662,483	\$783,367	\$738,797
% of Total Annual Payroll ¹	29.4	34.8	35.9
Administrative Expenses ¹	42,009	42,009	43,305
% of Total Annual Payroll ¹	1.9	1.9	2.1
Payment Required to Amortize Unfunded Actuarial Accrued Liability over 22 years (as of 5/1/2018) ¹	1,000,774	1,008,398	951,755
% of Total Annual Payroll ¹	44.5	44.8	46.3
Total Recommended Contribution	1,705,266	1,833,774	1,733,857
% of Total Annual Payroll ¹	75.8	81.5	84.3
Expected Member Contributions ¹	212,776	212,776	194,386
% of Total Annual Payroll ¹	9.5	9.5	9.5
Expected Village Contribution	1,492,490	1,620,998	1,539,471
% of Total Annual Payroll ¹	66.3	72.0	74.8

F. Past Contributions

Plan Years Ending: 4/30/2018

Total Recommended Contribution	1,763,885
Village Requirement	1,539,471

Actual Contributions Made:

Members (excluding buyback)	224,414
Village	<u>999,411</u>
Total	1,223,825

G. Net Actuarial (Gain)/Loss (156,596)

¹ Contributions developed as of 5/1/2018 displayed above have been adjusted to account for assumed interest.

H. Schedule Illustrating the Amortization of the Total Unfunded Actuarial Accrued Liability as of:

<u>Year</u>	<u>Projected Unfunded Accrued Liability</u>
2018	14,884,863
2019	14,851,605
2020	14,786,162
2025	13,863,340
2030	11,580,440
2035	7,271,888
2040	0

I. (i) 3 Year Comparison of Actual and Assumed Salary Increases

		<u>Actual</u>	<u>Assumed</u>
Year Ended	4/30/2018	3.29%	5.50%
Year Ended	4/30/2017	4.89%	5.50%
Year Ended	4/30/2016	3.75%	5.50%

(ii) 3 Year Comparison of Investment Return on Actuarial Value

		<u>Actual</u>	<u>Assumed</u>
Year Ended	4/30/2018	6.85%	6.50%
Year Ended	4/30/2017	6.63%	6.50%
Year Ended	4/30/2016	5.18%	6.50%

DEVELOPMENT OF MAY 1, 2018 AMORTIZATION PAYMENT

(1)	Unfunded Actuarial Accrued Liability as of May 1, 2017	\$15,603,047
(2)	Sponsor Normal Cost developed as of May 1, 2017	499,320
(3)	Expected administrative expenses for the year ended April 30, 2018	40,662
(4)	Expected interest on (1), (2) and (3)	1,047,975
(5)	Sponsor contributions to the System during the year ended April 30, 2018	999,411
(6)	Expected interest on (5)	32,481
(7)	Expected Unfunded Actuarial Accrued Liability as of April 30, 2018, (1)+(2)+(3)+(4)-(5)-(6)	16,159,112
(8)	Change to UAAL due to Assumption Change	(1,117,653)
(9)	Change to UAAL due to Actuarial (Gain)/Loss	(156,596)
(10)	Unfunded Accrued Liability as of May 1, 2018	14,884,863
(11)	UAAL Subject to Amortization (100% AAL less Actuarial Assets)	14,884,863

<u>Date</u> <u>Established</u>	<u>Years</u> <u>Remaining</u>	<u>5/1/2018</u> <u>Amount</u>	<u>Amortization</u> <u>Amount</u>
5/1/2018	22	14,884,863	939,694

DETAILED ACTUARIAL (GAIN)/LOSS ANALYSIS

(1) Unfunded Actuarial Accrued Liability (UAAL) as of May 1, 2017	\$15,603,047
(2) Expected UAAL as of May 1, 2018	16,159,112
(3) Summary of Actuarial (Gain)/Loss, by component:	
Investment Return (Actuarial Asset Basis)	(61,956)
Salary Increases	(320,591)
Active Decrements	(131,442)
Inactive Mortality	286,447
Other	<u>70,946</u>
Change in UAAL due to (Gain)/Loss	(156,596)
Assumption Changes	<u>(1,117,653)</u>
(4) Actual UAAL as of May 1, 2018	\$14,884,863

RECONCILIATION OF CHANGES IN CONTRIBUTION REQUIREMENT

(1) Contribution Determined as of May 1, 2017	\$1,539,471
(2) Summary of Contribution Impact by component:	
Change in Normal Cost	44,570
Change in Assumed Administrative Expense	(1,296)
Investment Return (Actuarial Asset Basis)	(3,904)
Salary Increases	(20,202)
New Entrants	0
Active Decrements	(8,283)
Inactive Mortality	18,050
Data Corrections	0
Contributions (More) or Less than Recommended	32,993
Increase in Amortization Payment Due to Payroll Growth Assumption	35,405
Change in Expected Member Contributions	(18,390)
Assumption Change	(128,508)
Other	<u>2,584</u>
Total Change in Contribution	(46,981)
(3) Contribution Determined as of May 1, 2018	\$1,492,490

STATUTORY MINIMUM REQUIRED CONTRIBUTION

Contribution requirements shown on this page are calculated according to statutory minimum funding requirements of the Illinois Pension Code. We do not believe this method is sufficient to fund future benefits; as such, we recommend funding according to the contributions developed in Section E of this report.

Valuation Date	New Assump 5/1/2018	Old Assump 5/1/2018	5/1/2017
Applicable to Fiscal Year Ending	<u>4/30/2019</u>	<u>4/30/2019</u>	<u>4/30/2018</u>
Actuarial Accrued Liability (PUC)	32,946,871	34,447,620	33,219,585
Actuarial Value of Assets	<u>18,652,179</u>	<u>18,652,179</u>	<u>17,808,487</u>
Unfunded Actuarial Accrued Liability (UAAL)	14,294,692	15,795,441	15,411,098
UAAL Subject to Amortization	11,000,005	12,350,679	12,089,140
Normal Cost ¹	\$700,412	\$802,092	\$749,091
% of Total Annual Payroll ¹	31.1	35.6	36.4
Administrative Expenses ¹	42,009	42,009	43,305
% of Total Annual Payroll ¹	1.9	1.9	2.1
Payment Required to Amortize Unfunded Actuarial Accrued Liability over 22 years (as of 5/1/2018) ¹	739,578	778,278	737,414
% of Total Annual Payroll ¹	32.9	34.6	35.9
Total Required Contribution	1,481,999	1,622,379	1,529,810
% of Total Annual Payroll ¹	65.9	72.1	74.4
Expected Member Contributions ¹	212,776	212,776	194,386
% of Total Annual Payroll ¹	9.5	9.5	9.5
Expected Village Contribution	1,269,223	1,409,603	1,335,424
% of Total Annual Payroll ¹	56.4	62.6	64.9

Assumptions and Methods:

Actuarial Cost Method	Projected Unit Credit
Amortization Method	90% Funding by 2040

All other assumptions and methods are as described in the Actuarial Assumptions and Methods section.

¹ Contributions developed as of 5/1/2018 displayed above have been adjusted to account for assumed interest.

PROJECTION OF BENEFIT PAYMENTS

Year	Payments for Current Actives	Payments for Current Inactives	Total Payments
2018	72,378	1,593,204	1,665,582
2019	139,878	1,570,494	1,710,372
2020	205,288	1,586,237	1,791,525
2021	272,420	1,617,974	1,890,394
2022	340,510	1,625,420	1,965,930
2023	406,364	1,628,058	2,034,422
2024	484,919	1,626,020	2,110,939
2025	582,433	1,619,639	2,202,072
2026	690,179	1,609,420	2,299,599
2027	793,071	1,615,179	2,408,250
2028	904,609	1,599,278	2,503,887
2029	1,015,851	1,580,540	2,596,391
2030	1,128,444	1,559,304	2,687,748
2031	1,233,880	1,535,913	2,769,793
2032	1,344,738	1,510,621	2,855,359
2033	1,440,972	1,483,616	2,924,588
2034	1,541,164	1,454,975	2,996,139
2035	1,691,225	1,424,752	3,115,977
2036	1,803,575	1,392,783	3,196,358
2037	1,916,190	1,358,961	3,275,151
2038	2,017,127	1,323,046	3,340,173
2039	2,130,556	1,284,851	3,415,407
2040	2,231,671	1,244,102	3,475,773
2041	2,321,304	1,200,408	3,521,712
2042	2,423,802	1,157,121	3,580,923
2043	2,502,504	1,106,712	3,609,216
2044	2,573,291	1,052,573	3,625,864
2045	2,655,939	994,602	3,650,541
2046	2,712,676	933,066	3,645,742
2047	2,783,011	868,335	3,651,346
2048	2,851,758	801,107	3,652,865
2049	2,914,303	732,223	3,646,526
2050	2,953,678	662,627	3,616,305
2051	2,979,203	593,344	3,572,547
2052	2,994,178	525,590	3,519,768
2053	2,998,529	460,518	3,459,047
2054	2,992,985	399,047	3,392,032
2055	2,977,609	341,913	3,319,522
2056	2,951,610	289,642	3,241,252
2057	2,915,824	242,645	3,158,469

ACTUARIAL ASSUMPTIONS AND METHODS

Interest Rate	6.50% per year compounded annually, net of investment related expenses.
Mortality Rate	<p>Healthy Lives: RP-2000 Combined Healthy Mortality with a blue collar adjustment, projected to the valuation date using Scale BB. 20% of active deaths are assumed to be in the line of duty.</p> <p>Disabled Lives: RP-2000 Disabled Retiree Mortality, projected to the valuation date using Scale BB.</p> <p>The mortality assumptions sufficiently accommodate future mortality improvements.</p>
Retirement Age	See table on following page. This is based on an experience study performed in 2017.
Disability Rate	See table on following page. 80% of the disabilities are assumed to be in the line of duty. This is based on an experience study performed in 2017.
Termination Rate	See table on following page. This is based on an experience study performed in 2017.
Salary Increases	See table below. This is based on an experience study performed in 2017.

Salary Scale	
Service	Rate
0	12.50%
1	12.00%
2	10.00%
3	8.50%
4	7.50%
5	6.00%
6	4.50%
7-26	4.00%
27-30	3.75%
31+	3.50%

Inflation	2.50%.
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Cost-of-Living Adjustment	<p><u>Tier 1:</u> 3.00% per year after age 55. Those that retire prior to age 55 receive an increase of 1/12 of 3.00% for each full month since benefit commencement upon reaching age 55.</p> <p><u>Tier 2:</u> 1.25% per year after the later of attainment of age 60 or first anniversary of retirement.</p>
Marital Status	80% of Members are assumed to be married.
Spouse's Age	Males are assumed to be three years older than females.
Funding Method	Entry Age Normal Cost Method.
Actuarial Asset Method	Investment gains and losses are smoothed over a 5-year period.
Funding Policy Amortization Method	The UAAL is amortized according to a Level Percentage of Payroll method over a period ending in 2040. The initial amortization amount is 100% of the Accrued Liability less the Actuarial Value of Assets.
Payroll Growth	3.00% per year.
Administrative Expenses	Expenses paid out of the fund other than investment-related expenses are assumed to be equal to those paid in the previous year.

Decrement Tables

% Terminating During the Year		% Becoming Disabled During the Year		% Retiring During the Year (Tier 1)		% Retiring During the Year (Tier 2)	
Age	Rate	Age	Rate	Age	Rate	Age	Rate
20	7.00%	20	0.010%	50-51	10%	50-54	3%
25	5.80%	25	0.016%	52-23	12%	55	30%
30	3.50%	30	0.068%	54-55	15%	56-59	20%
35	1.75%	35	0.220%	56-59	20%	60-62	25%
40	1.10%	40	0.420%	60-62	25%	63-64	33%
45	1.00%	45	0.650%	63-64	33%	65-69	50%
50	1.00%	50	0.900%	65-69	50%	70+	100%
55+	0.00%	55	1.240%	70+	100%		
		60	1.580%				

GLOSSARY

Total Annual Payroll is the projected annual rate of pay for the fiscal year following the valuation date of all covered members.

Present Value of Benefits is the single sum value on the valuation date of all future benefits to be paid to current Members, Retirees, Beneficiaries, Disability Retirees and Vested Terminations.

Normal (Current Year's) Cost is the current year's cost for benefits yet to be funded.

Unfunded Accrued Liability is a liability which arises when a pension plan is initially established or improved and such establishment or improvement is applicable to all years of past service.

Total Recommended Contribution is equal to the Normal Cost plus an amount sufficient to amortize the Unfunded Accrued Liability over a period ending in 2040. The recommended amount is adjusted for interest according to the timing of contributions during the year.

Entry Age Normal Cost Method - Under this method, the normal cost is the sum of the individual normal costs for all active participants. For an active participant, the normal cost is the participant's normal cost accrual rate, multiplied by the participant's current compensation.

(a) The normal cost accrual rate equals:

(i) the present value of future benefits for the participant, determined as of the participant's entry age, divided by

(ii) the present value of the compensation expected to be paid to the participant for each year of the participant's anticipated future service, determined as of the participant's entry age.

(b) In calculating the present value of future compensation, the salary scale is applied both retrospectively and prospectively to estimate compensation in years prior to and subsequent to the valuation year based on the compensation used for the valuation.

(c) The accrued liability is the sum of the individual accrued liabilities for all participants and beneficiaries. A participant's accrued liability equals the present value, at the participant's attained age, of future benefits less the present value at the participant's attained age of the individual normal costs payable in the future. A beneficiary's accrued liability equals the present value, at the beneficiary's attained age, of future benefits. The unfunded accrued liability equals the total accrued liability less the actuarial value of assets.

(d) Under this method, the entry age used for each active participant is the participant's age at the time he or she would have commenced participation if the plan had always been in existence under current terms, or the age as of which he or she first earns service credits for purposes of benefit accrual under the current terms of the plan.

STATEMENT OF FIDUCIARY NET POSITION
April 30, 2018

<u>ASSETS</u>	MARKET VALUE
Cash and Cash Equivalents:	
Checking Account	25,513
Money Market	575,131
Total Cash and Equivalents	600,644
Receivables:	
Prepays	3,412
Accrued Past Due Interest	51,407
Total Receivable	54,819
Investments:	
Municipal Obligations	683,450
Corporate Bonds	956,306
U.S. Gov't and Agency Obligations	4,494,575
Mutual Funds	12,247,322
Total Investments	18,381,653
Total Assets	19,037,116
<u>LIABILITIES</u>	
Liabilities:	
Payable:	
Expenses	5,182
Total Liabilities	5,182
Net Assets:	
Active and Retired Members' Equity	19,031,934
NET POSITION RESTRICTED FOR PENSIONS	19,031,934
TOTAL LIABILITIES AND NET ASSETS	19,037,116

STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
FOR THE YEAR ENDED April 30, 2018
Market Value Basis

ADDITIONS

Contributions:		
Member	201,342	
Miscellaneous Member Revenue	23,072	
Village	999,411	
Total Contributions		1,223,825
Investment Income:		
Net Realized Gain (Loss)	(237,885)	
Unrealized Gain (Loss)	916,530	
Net Increase in Fair Value of Investments		678,645
Interest & Dividends		887,506
Less Investment Expense ¹		(34,386)
Net Investment Income		1,531,765
Total Additions		2,755,590

DEDUCTIONS

Distributions to Members:		
Benefit Payments	1,548,366	
Refund of Contributions/Transfers	0	
Total Distributions		1,548,366
Administrative Expenses		39,445
Total Deductions		1,587,811
Net Increase in Net Position		1,167,779
NET POSITION RESTRICTED FOR PENSIONS		
Beginning of the Year		17,864,155
End of the Year		19,031,934

¹ Investment Related expenses include investment advisory, custodial and performance monitoring fees.

ACTUARIAL ASSET VALUATION

April 30, 2018

Actuarial Assets for funding purposes are developed by recognizing the total actuarial investment gain or loss for each Plan Year over a five year period. In the first year, 20% of the gain or loss is recognized. In the second year 40%, in the third year 60%, in the fourth year 80%, and in the fifth year 100% of the gain or loss is recognized. The actuarial investment gain or loss is defined as the actual return on investments minus the actuarial assumed investment return. Actuarial Assets shall not be less than 80% nor greater than 120% of the Market Value of Assets.

Plan Year Ending	Gain/(Loss)	Gains/(Losses) Not Yet Recognized				
		Amounts Not Yet Recognized by Valuation Year				
		2018	2019	2020	2021	2022
4/30/2015	(164,117)	(32,823)	0	0	0	0
4/30/2016	(1,103,984)	(441,594)	(220,797)	0	0	0
4/30/2017	913,722	548,233	365,489	182,744	0	0
4/30/2018	382,424	305,939	229,454	152,970	76,485	0
Total		379,755	374,146	335,714	76,485	0

Development of Investment Gain/Loss

Market Value of Assets, 4/30/2017	17,864,155
Contributions Less Benefit Payments & Administrative Expenses	(363,986)
Expected Investment Earnings ¹	1,149,341
Actual Net Investment Earnings	1,531,765
2018 Actuarial Investment Gain/(Loss)	382,424

¹ Expected Investment Earnings = 6.50% x (17,864,155 + 0.5 x -363,986)

Development of Actuarial Value of Assets

Market Value of Assets, 4/30/2018	19,031,934
(Gains)/Losses Not Yet Recognized	(379,755)
Actuarial Value of Assets, 4/30/2018	18,652,179
(A) 4/30/2017 Actuarial Assets:	17,808,487
(I) Net Investment Income:	
1. Interest and Dividends	887,506
2. Realized Gains (Losses)	(237,885)
3. Change in Actuarial Value	592,443
4. Investment Expenses	(34,386)
Total	1,207,678
(B) 4/30/2018 Actuarial Assets:	18,652,179
Actuarial Asset Rate of Return = (2 x I) / (A + B - I):	6.85%
Market Value of Assets Rate of Return:	8.66%
4/30/2018 Limited Actuarial Assets:	18,652,179
Actuarial Gain/(Loss) due to Investment Return (Actuarial Asset Basis)	61,956

CHANGES IN NET ASSETS AVAILABLE FOR BENEFITS

April 30, 2018
Actuarial Asset Basis

INCOME

Contributions:		
Member	201,342	
Miscellaneous Member Revenue	23,072	
Village	999,411	
Total Contributions		1,223,825
Earnings from Investments		
Interest & Dividends	887,506	
Net Realized Gain (Loss)	(237,885)	
Change in Actuarial Value	592,443	
Total Earnings and Investment Gains		1,242,064
EXPENSES		
Administrative Expenses:		
Investment Related ¹	34,386	
Other	39,445	
Total Administrative Expenses		73,831
Distributions to Members:		
Benefit Payments	1,548,366	
Refund of Contributions/Transfers	0	
Total Distributions		1,548,366
Change in Net Assets for the Year		843,692
Net Assets Beginning of the Year		17,808,487
Net Assets End of the Year ²		18,652,179

¹ Investment Related expenses include investment advisory, custodial and performance monitoring fees.

² Net Assets may be limited for actuarial consideration.

STATISTICAL DATA ¹

	<u>5/1/2015</u>	<u>5/1/2016</u>	<u>5/1/2017</u>	<u>5/1/2018</u>
<u>Actives - Tier 1</u>				
Number	19	19	17	17
Average Current Age	N/A	45.5	45.0	46.0
Average Age at Employment	N/A	28.0	28.0	28.0
Average Past Service	N/A	17.5	17.0	18.0
Average Annual Salary	N/A	\$98,371	\$99,932	\$102,919
<u>Actives - Tier 2</u>				
Number	3	3	5	7
Average Current Age	N/A	34.7	31.2	31.0
Average Age at Employment	N/A	31.0	28.4	28.0
Average Past Service	N/A	3.7	2.8	3.0
Average Annual Salary	N/A	\$72,281	\$71,412	\$71,541
<u>Service Retirees</u>				
Number	16	16	18	19
Average Current Age	N/A	72.8	72.2	72.4
Average Annual Benefit	\$55,137	\$56,649	\$62,710	\$61,562
<u>Beneficiaries</u>				
Number	2	2	2	2
Average Current Age	N/A	70.6	71.6	72.6
Average Annual Benefit	\$72,148	\$72,148	\$72,148	\$72,148
<u>Disability Retirees</u>				
Number	5	5	5	5
Average Current Age	N/A	57.0	58.0	59.0
Average Annual Benefit	\$48,790	\$51,250	\$51,900	\$52,549
<u>Terminated Vested</u>				
Number	5	5	5	5
Average Current Age	N/A	37.0	38.0	39.0
Average Annual Benefit ²	\$5,464	\$5,464	\$5,464	\$5,464

¹ Foster & Foster does not have enough historical data to include complete data prior to 5/1/2016.
We will add historical data going forward.

² Average Annual Benefit for Terminated Vested members reflects the benefit for members entitled to a future annual benefit from the plan. The 2 terminated vested members for the 5/1/2018 valuation are due accumulated contributions only.

AGE AND SERVICE DISTRIBUTION

PAST SERVICE

AGE	0	1	2	3	4	5-9	10-14	15-19	20-24	25-29	30+	Total
15 - 19	0	0	0	0	0	0	0	0	0	0	0	0
20 - 24	1	0	0	0	0	0	0	0	0	0	0	1
25 - 29	0	2	0	0	0	0	0	0	0	0	0	2
30 - 34	1	0	0	0	0	1	2	0	0	0	0	4
35 - 39	0	0	0	0	0	2	1	0	0	0	0	3
40 - 44	0	0	0	0	0	0	2	2	0	0	0	4
45 - 49	0	0	0	0	0	0	3	1	1	0	0	5
50 - 54	0	0	0	0	0	0	0	0	1	1	0	2
55 - 59	0	0	0	0	0	0	0	0	0	2	1	3
60 - 64	0	0	0	0	0	0	0	0	0	0	0	0
65+	0	0	0	0	0	0	0	0	0	0	0	0
Total	2	2	0	0	0	3	8	3	2	3	1	24

VALUATION PARTICIPANT RECONCILIATION

1. Active lives

a. Number in prior valuation 5/1/2017	22
b. Terminations	
i. Vested (partial or full) with deferred benefits	0
ii. Non-vested or full lump sum distribution received	0
iii. Transferred service to other fund	0
c. Deaths	
i. Beneficiary receiving benefits	0
ii. No future benefits payable	0
d. Disabled	0
e. Retired	0
f. Continuing participants	22
g. New entrants	2
h. Total active life participants in valuation	24

2. Non-Active lives (including beneficiaries receiving benefits)

	Service Retirees, Vested Receiving <u>Benefits</u>	Receiving Death <u>Benefits</u>	Receiving Disability <u>Benefits</u>	Vested Deferred	<u>Total</u>
a. Number prior valuation	18	2	5	5	30
Retired	0	0	0	0	0
Vested Deferred	0	0	0	0	0
Death, With Survivor	0	0	0	0	0
Death, No Survivor	0	0	0	0	0
Disabled	0	0	0	0	0
Refund of Contributions	0	0	0	0	0
Rehires	0	0	0	0	0
Expired Annuities	0	0	0	0	0
Data Corrections	1	0	0	0	1
Hired/Termed in Same Year	0	0	0	0	0
b. Number current valuation	19	2	5	5	31

SUMMARY OF CURRENT PLAN

Article 4 Pension Fund

The Plan is established and administered as prescribed by “Article 4. Firefighters’ Pension Fund – Municipalities 500,000 and Under” of the Illinois Pension Code.

Plan Administration

The Plan is administered by a Board of Trustees comprised of:

- a) Two members appointed by the Municipality,
- b) Two active Members of the Fire Department elected by the Membership, and
- c) One retired Member of the Fire Department elected by the Membership.

Credited Service

Years and fractional parts of years of service (except as noted below) as a sworn Firefighter employed by the Municipality.

Salary

Annual salary, including longevity, attached to firefighter’s rank, as established by the municipality appropriation ordinance, excluding overtime pay, bonus pay and holiday pay except for the base 8 hours of the 10 pensionable holidays which is included.

Normal Retirement

Date

Tier 1: Age 50 and 20 years of Credited Service.

Tier 2: Age 55 and 10 years of Credited Service.

Benefit

Tier 1: 50% of annual salary attached to rank on last day of service plus 2.50% of annual salary for each year of service over 20 years, up to a maximum of 75% of salary. The minimum monthly benefit is \$1,159.27 per month.

Tier 2: 2.50% per year of service times the average salary for the eight consecutive years prior to retirement times the number of years of service, up to a maximum of 75% of average salary. The minimum monthly benefit is \$1,159.27 per month.

Form of Benefit

Tier 1: For married retirees, an annuity payable for the life of the Member; upon the death of the member, 100% of the Member’s benefit payable to the spouse until death. For unmarried retirees, the normal form is a Single Life Annuity.

Tier 2: Same as above, but with 66 2/3% of benefit continued to spouse.

Early Retirement

Date	Tier 1: Age 60 and 10 years of Credited Service. Tier 2: Age 50 and 10 years of Credited Service.
Benefit	Tier 1: 1.5% plus 0.1% for each year of service in excess of 10 years, times salary x service (complete years). Tier 2: Normal Retirement Benefit, reduced 6% for each year before age 55, with no minimum benefit.
Form of Benefit	Same as Normal Retirement

Disability Benefit

Eligibility	Total and permanent as determined by the Board of Trustees. Seven years of service required for non-service connected disability.
Benefit Amount	A maximum of: <ul style="list-style-type: none">a.) 65% of salary attached to the rank held by Member on last day of service, and;b.) The monthly retirement pension that the Member is entitled to receive if he or she retired immediately.

For non-service connected disabilities, a benefit of 50% of salary attached to rank held by Member on last day of service.

Cost-of-Living Adjustment

Tier 1:

Retirees: An annual increase equal to 3.00% per year after age 55. Those that retire prior to age 55 receive an increase of 1/12 of 3.00% for each full month since benefit commencement upon reaching age 55.

Disabled Retirees: An annual increase equal to 3.00% per year of the original benefit amount beginning at age 60. Those that become disabled prior to age 60 receive an increase of 3.00% of the original benefit amount for each year since benefit commencement upon reaching age 60.

Tier 2: An annual increase each January 1 equal to 3.00% per year or one-half of the annual unadjusted percentage increase in the consumer price index-u for the 12 months ending with the September preceding each November 1, whichever is less, of the original pension after the attainment of age 60 or first anniversary of pension start date whichever is later.

Pre-Retirement Death Benefit

Service Incurred	100% of salary attached to rank held by Member on last day of service.
Non-Service Incurred	A maximum of: <ul style="list-style-type: none">a.) 54% of salary attached to the rank held by Member on last day of service, and;b.) The monthly retirement pension earned by the deceased Member at the time of death, regardless of whether death occurs before or after age 50.

Vesting (Termination)

Vesting Service Requirement	10 years.
Non-Vested Benefit	Refund of Member Contributions.
Vested Benefit	Either the termination benefit, payable upon reaching age 60 (55 for Tier 2, provided contributions are not withdrawn, or a refund of member contributions.
Termination Benefit	Based on the monthly salary attached to the Member's rank at separation from service and equals: Tier 1: 1.5% plus 0.1% for each year of service in excess of 10 years, times salary x service (based on complete years). Tier 2: 2.50% of 8-year final average salary times creditable service.

Contributions

Employee	9.455% of Salary.
Municipality	Remaining amount necessary for payment of Normal (current year's) Cost and amortization of the accrued past service liability.

HINSDALE FIREFIGHTERS PENSION FUND INVESTMENT POLICY

PURPOSE

The investment of pension funds is the responsibility of the members of the Board of Trustees of the Hinsdale Firefighters Pension Fund (Pension Board). The purpose of this investment policy is to indicate a conscious, formal effort by the Pension Board to develop, implement and monitor the investment of pension funds. It shall be considered an important means to communicate the Pension Board's policy views on management of pension funds to the public, participants, and beneficiaries of the Fund.

SCOPE

This policy governs the investment practices and applies to all financial transactions of the Hinsdale Firefighters Pension Fund (Pension Fund).

OBJECTIVES

The Pension Board has a fiduciary responsibility to discharge its duties with respect to the Pension Fund solely in the interest of the participants and beneficiaries as set forth in the Illinois Pension Code.

Preservation of Principal – Preservation of principal is the foremost objective of the Pension Board. Investment transactions shall seek to first ensure that large capital losses are avoided. Additionally, the objective of the Pension Board is to avoid erosion of principal resulting from securities defaults.

Return on Investments – The Pension Board seeks to attain or exceed market rates of return on investments consistent with constraints imposed by safety objectives, cash flow considerations and Illinois Laws that restrict the placement of public funds.

Maintenance of Public Trust – All participants in the investment process shall seek to act responsibly as custodians of the Pension Fund. Investment officials shall avoid any transactions that might reasonably impair Pension Fund participant's confidence in the Pension Board's ability to manage the Pension Fund.

Liquidity – The assets shall be sufficiently liquid to meet the Pension Fund's disbursement requirements for the payment of operating expenses and benefits.

RESPONSIBILITY

Management of the investment program is the responsibility of the Pension Board. No person may engage in an investment transaction except as provided under terms of this policy established by the Pension Board.

The Treasurer of the Pension Fund shall be responsible for establishing internal controls and written procedures for the operation of the investment program. (30 ILCS 230/2.5(a)(7)).

The Pension Board may appoint an investment manager (as defined in 40 ILCS 5/1 – 101.4) to assist in the management of the investment program. The investment manager shall acknowledge, in writing, that he or she is a fiduciary with respect to the Pension Fund. Any such written acknowledgement shall be attached to this policy or included in the agreement between the Pension Board and the investment manager.

The Pension Board will meet with the investment manager quarterly to review market conditions and to determine investment strategy. This review will include analysis of the investment portfolio, its effectiveness in meeting the Pension Fund's needs for safety, liquidity, rate of return, and diversification, and its general performance.

PRUDENCE

The standard of prudence to be used by investment officials shall be the "prudent investor" and shall be applied in the context of managing the portfolio. Investments shall be made with the care, skill, prudence and diligence that a prudent person acting in like capacity and familiar with such matters would use in the conduct of an enterprise of like character with like aims.

PROHIBITED TRANSACTIONS

A Fiduciary with respect to the Pension Fund shall not:

1. Deal with the assets of the Pension Fund in his or her own interests or for his or her own account.
2. In their individual or other capacity effect any transaction involving the Pension Fund on behalf of a party whose interests are adverse to the interests of the Pension Fund or the interests of its participants or beneficiaries.
3. Receive any consideration for his or her own personal account from any party dealing with the Pension Fund in connection with a transaction involving the assets of the Pension Fund.
4. Knowingly cause or advise the Pension Fund to engage in an investment transaction when the fiduciary (i) has any direct interest in the income, gains, or profits of the investment advisor through which the investment transaction is made or (ii) has a business relationship with that investment advisor that would result in a pecuniary benefit to the fiduciary as a result of the investment transaction. (40 ILCS 5/1-110)

INVESTMENT INSTRUMENTS

The Pension Fund may invest in any type of investment instrument permitted by Illinois law, as described in Chapter 40 of the Illinois Compiled Statutes, 40 ILCS 5/1-113.2 through 113.4a. Permitted investment instruments include, but are not limited to:

1. Interest bearing direct obligations of the United States of America.
2. Interest bearing obligations to the extent that they are fully guaranteed or insured as to payment of principal and interest by the United States of America.
3. Interest bearing bonds, notes, debentures, or other similar obligations of agencies of the United States of America. For the purposes of this section, "Agencies of the United States of America" include:
 - a. The Federal National Mortgage Association and the Student Loan Marketing Association.
 - b. Federal Land Banks, Federal Intermediate Credit Banks, Federal Farm Credit Banks, and any other entity authorized to issue direct debt obligations of the United States of America under the Farm Credit Act of 1971.
 - c. Federal Home Loan Banks and the Federal Home Loan Mortgage Corporation.
 - d. Any agency created by act of Congress that is authorized to issue direct debt obligations of the United States of America.
4. Corporate bonds managed through an investment advisor must meet all of the following requirements:
 - a. The bonds must be rated as investment grade by one of the 2 largest rating services at the time of purchase.
 - b. If subsequently downgraded below investment grade, the bonds must be liquidated by the manager from the portfolio within 90 days after being downgraded.
5. Interest bearing savings accounts or certificates of deposit, issued by federally chartered banks or savings and loan associations, or by State of Illinois chartered banks or savings and loan associations, to the extent that the deposits are insured by agencies or instrumentalities of the federal government.
6. Interest bearing bonds of the State of Illinois or interest bearing bonds or tax anticipation warrants of any county, township, or municipal corporation of the State of Illinois.
7. Pooled interest bearing accounts managed by the Illinois Public Treasurer's Investment Pool in accordance with the deposit of state moneys act.
8. Direct obligations of the State of Israel.

9. Money Market Mutual Funds managed by investment companies that are registered under the Federal Investment Company Act of 1940 and the Illinois Securities Law of 1953 and are diversified, open-ended management investment companies; provided that the portfolio of the money market mutual fund is limited to:

- a. Bonds, notes, certificates of indebtedness, treasury bills, or other securities that are guaranteed by the full faith and credit of the United States of America or its agencies.
- b. Bonds, notes, debentures, or other similar obligations of the United States of America or its agencies.

10. Not to exceed 10% of the portfolio, separate accounts that are managed by life insurance companies authorized to transact business in Illinois and are comprised of diversified portfolios consisting of common or preferred stock, bonds or money market instruments or mutual funds that meet the requirement as outlined in item 11 below.

11. In addition to the items listed above, if the Pension Fund has net assets of \$2,500,000 or more it may invest a portion of its net assets in mutual funds that meet the following requirements:

- a. The mutual fund is managed by an investment company as defined and registered under the Federal Investment Company Act of 1940 and registered under the Illinois Securities Law of 1953.
- b. The mutual fund has been in operation for at least five years.
- c. The mutual fund has total net assets of \$250 million or more.
- d. The mutual fund is comprised of diversified portfolios of common or preferred stocks, bonds, or money market instruments.

12. In addition to the items listed above, if the Pension Fund has net assets of \$5,000,000 or more it may invest a portion of its net assets in common and preferred stocks that meet the following requirements:

- a. Investments made through an investment advisor with a written contract.
- b. Stocks of U.S. Corporations that have been in existence for 5 years.
- c. Corporations not in arrears in payment of dividends in the last 5 years.
- d. Market value of stock in any one corporation does not exceed 5% of cash and invested assets of pension fund.
- e. Stock in any one corporation does not exceed 5% of the total outstanding stock in the corporation.
- f. Stocks listed on national securities exchange or quoted in NASDAQNMS.

13. In addition to the items mentioned above, if the Pension Fund has net assets of at least \$10,000,000 the fund may, through that investment adviser, invest an additional portion of its assets in common and preferred stocks and mutual funds.

If the Pension Fund has net assets of at least \$2,500,000 but less than \$10,000,000, the Pension Fund's investment in the above equity investments (#10, 11 and 12) shall not exceed 45% of the market value of the Pension Fund's net present assets stated in its most recent annual report on file with the Illinois Department of Insurance.

If the Pension Fund has net assets of at least \$10,000,000, the Pension Fund's total investment in the above equity investments (#s 10, 11 and 12) shall not exceed 50% effective July 1, 2011 and 55% effective July 1, 2012 of the market value of the Pension Fund's net present assets stated in its most recent annual report on file with the Illinois Department of Insurance.

The 55% maximum allocation is subject to statutory interpretation and any change to the maximum allocation will be made by motion and approval by the Board of Trustees of the Pension Fund.

Investments of the Pension Fund will be registered in the name of the Pension Fund and placed with a custodian approved by the Pension Board so long as the custodian meets the requirements of state statutes.

PERFORMANCE MEASUREMENTS

Performance will be calculated using professional standards as established by the CFA Institute. The Pension Board may include (but is not limited to) the following benchmarks for evaluating the Pension Fund's performance:

<u>Application</u>	<u>Benchmark</u>
Cash Equivalents	90 - day U.S. Treasury Bills
Fixed Income	Barclay's U.S. Government Index
Fixed Income	Barclay's U.S. Government/Credit Index
Large Capitalization Equities	Standard & Poor's 500 Stock Index
Small Capitalization Equities	Russell 2000 Stock Index
International Equities	Morgan Stanley Capital International Europe/Australia/Far East Index

CONTROLS

The Pension Board maintains Pension Fund books and records in conformance with generally accepted accounting principals. Internal controls shall be reviewed by the Pension Board and may be reviewed by an independent auditor. The controls shall be designed to prevent losses of public funds arising from fraud, employee error, misrepresentation by third parties, or imprudent actions by employees and officers of the Pension Board.

DIVERSIFICATION / STRATEGY

Fixed Income:

The average maturity/duration of the portfolio will be managed based upon the current existing interest rate environment. Under most circumstances the average maturity and duration of the portfolio will be maintained at approximately 5.0 years and will range from 2.0 years to 7.0 years. This type of strategy will often result in increasing the maturity/duration of the portfolio when interest rates are rising and decreasing the maturity/duration of the portfolio when interest rates are declining. The investment manager may change the duration of the portfolio as market conditions permit.

The allocation guidelines, by asset class, for the fixed income investments are as follows:

	<u>Normal Allocation</u>	<u>Range of Allocation</u>
U.S. Treasury Bills/Notes/Bonds:	30%	0-100%
U.S. Government Agency Securities (non-MBS):	35%	0-70%
U.S. Government Agency Securities - Callable:	10%	0-30%
U.S. Government Agency Securities (MBS):	5%	0-10%
Taxable Municipal Securities:	10%	0-20%
Certificates of Deposit:	0%	0-20%
Investment Grade Corporate Bonds:	10%	0-30%

Under normal market conditions the structure of the portfolio will be within these limits. However, the portfolio manager may diverge from the above guidelines due to abnormal market conditions.

Equities:

Once the Pension Fund reaches the equity allocation approved by the Pension Board and permitted by law, normal asset allocation range for equity portfolio allocation weightings should be:

	<u>Normal Allocation</u>	<u>Range of Allocation</u>
U.S. Large Company Stocks	70%	+/- 30%
U.S. Small Company Stocks	20%	+/- 20%
International Stocks	10%	+/- 10%

The Pension Fund asset allocation should be rebalanced at least annually when the equity allocation rises above the maximum allowable as a percentage of assets as defined by Illinois State Statute.

COLLATERALIZATION

Pension Fund assets may be invested in savings accounts or certificates of deposit of a national or state bank, even if fund assets on deposit in such institution will exceed federal deposit insurance or guarantee limits for invested principal and accrued interest, but only if the amount by which the fund's investment exceeds such insurance or guarantee limits is collateralized by the fund which shall be maintained and credited to the fund on the records of the custodial bank. The Pension Fund shall have a perfected security interest in such securities which shall be free of any claims to the rights to these securities other than any claims by the custodian which are subordinate to the Pension Fund's claims to rights to these securities.

CUSTODY AND SAFEKEEPING OF INVESTMENTS

1. Third party safekeeping is required for all securities owned by the Pension Fund. (40 ILCS 5/1-113.7)
2. Custody arrangements shall be documented by an approved written agreement. The agreement may be in the form of a safekeeping agreement, trust agreement, escrow agreement or custody agreement.

ETHICS AND CONFLICTS OF INTEREST

Any fiduciary with respect to the Pension Fund shall refrain from personal business activity that could conflict with the proper execution of the investment program, or which could impair his or her ability to make impartial investment decisions.

REPORTING

At least quarterly, the Treasurer shall submit to the Pension Board an investment report which shall describe the portfolio in terms of investment securities, maturity, cost, transactions and earnings for the current period. The Treasurer shall also submit a comprehensive annual report on the Pension Fund and its activity.

MEETING SCHEDULE

The Pension Board shall schedule periodic meetings for the purposes of portfolio and investment manager review. Special meetings may be called from time-to-time by the Pension Board.

AUDIT

The Pension Fund is subject to periodic examination by the Illinois Department of Insurance, Public Pension Division.

FILING

The Board shall file a copy of this policy with the Illinois Department of Insurance, Public Pension Division within thirty (30) days of its adoption. The Board shall make a copy of this Policy available to the public at the main administrative office of the Pension Fund. (40 ILCS 5/1-113.6; 30 ILCS 235/2.5(c))

DEFINITIONS

Beneficiary – person eligible for or receiving benefits from a pension fund.

Book Entry Security – securities that can be transferred from institution to institution using the federal electronic wire system, thus eliminating the physical transfer of certificates. Records are maintained on a computer system at the Federal Reserve.

Collateral – the pledging of a security to guarantee performance of an obligation.

Fiduciary – person entrusted with the control of assets for the benefit of others.

Investment Manager – an individual or organization that provides investment management services for a fee, either on a discretionary or nondiscretionary basis. Under Illinois law, an investment manager is considered a fiduciary with respect to the Pension Fund.

Market Value – the present price of a given security.

Barclay's Capital Government Bond Index – The Barclay's Capital Government Bond Index tracks the performance of the combined U.S. Treasury and U.S. Agency markets. It includes U.S. dollar-denominated U.S. Treasury and U.S. Agency Bonds, issued in the U.S. domestic bond market.

Morgan Stanley Capital International (EAFE) – Indices are based on the share prices of approximately 1,600 companies listed on stock exchanges in the twenty-two countries that make up the MSCI National Indices.

Return – the profit or interest as payment for investment.

Russell 2000 Stock Index – is comprised of the smallest 2000 companies in the Russell 3000 index, representing approximately 11% of the Russell 3000 total market capitalization. The Index was developed with a base value of 135.00 as of December 31, 1986.

Security – any note, stock, bond, certificate of interest or certificate of deposit.

Separate Account – term used of variable annuities. Because the risk is borne by the investor in a variable annuity, the issuer may not commingle funds invested in the variable annuity with the general funds of the issuer.

Standard & Poor's 500 Stock Index – is a capitalization-weighted index of 500 stocks designed to measure performance of the broad domestic economy through changes in the aggregate market value of 500 stocks representing all major industries. The index was developed with a base level of 10 for the 1941-43 base period.

Treasury Bill – short-term debt obligation of U.S. government which will mature in one year or less at the time of original issuance.

Treasury Note – debt obligations of U.S. government which will mature in ten years or less at the time of original issuance.

Treasury Bond – longer debt obligations of U.S. government which will mature in ten years or longer at the time of original issuance.

Current Yield – percentage derived by taking annual interest from an investment and dividing by current market value.

AMENDMENT

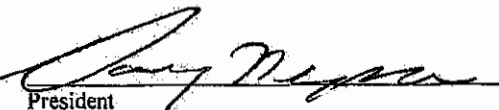
This policy may be amended from time to time by the Pension Board.

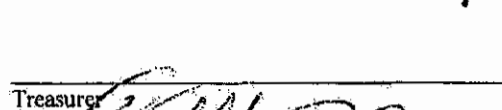
CONFLICT

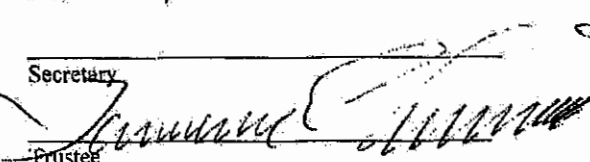
In the event of any conflict between this Policy and the Illinois Compiled Statutes or case decisions of the State of Illinois, the Statutes and case law decisions shall govern.

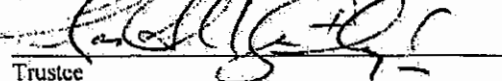
ADOPTION

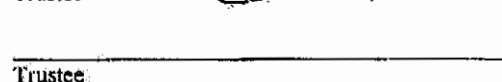
Adopted by the Hinsdale Firefighters Pension Fund Board of Trustees on this 27th day of FEBRUARY, 2015.


President


Treasurer


Secretary


Trustee


Trustee



PUCHALSKI GOODLOE MARZULLO
2100 SANDERS ROAD, SUITE 110
NORTHBROOK, IL 60062
847-666-5680
847-905-7294 FAX

RICHARD J. PUCHALSKI
LAURA J. GOODLOE
JEFFREY A. GOODLOE
JERRY J. MARZULLO

PGM - LAW.COM INFO@PGM-LAW.COM

October 30, 2018

Thomas K. Cauley, Jr., President
Village of Hinsdale
19 East Chicago Avenue
Hinsdale, IL 60521

VIA ELECTRONIC & FIRST CLASS MAIL
tcauley@villageofhinsdale.org

Re: Hinsdale Police Pension Fund – Annual Tax Levy Certification

Dear Village President Cauley:

The undersigned is legal counsel for the Hinsdale Police Pension Board. Section 3-143 of the Pension Code requires the Pension Board to annually certify the amount necessary for the Village to meet its required contribution to the pension fund pursuant to Sections 3-125 and 3-127 of the Pension Code.

Pursuant to the actuarial report issued by Foster & Foster on behalf of the Village, the municipality's tax levy for the Hinsdale Police Pension Fund for the upcoming tax year should be **\$905,116** with a total municipal contribution of **\$1,111,984** (includes member contributions). Please notify the undersigned if the Village will not be levying the certified amount.

Also enclosed for your review is a copy of the Pension Board's Municipal Compliance Report for the fiscal year ended April 30, 2018. This report, along with a copy of the Pension Board's currently-effective investment policy statement, is being provided to you in accordance with Section 3-143 of the Pension Code.

As always, the Pension Board thanks the Village for its commitment to properly fund the police pension fund. Please contact me if you have any questions regarding this matter.

Sincerely,

Laura J. Goodloe

Enc.

cc: Arthur Holecek, President
Hinsdale Police Pension Fund

THE VILLAGE OF HINSDALE, ILLINOIS
POLICE PENSION FUND

PUBLIC ACT 95-0950
MUNICIPAL COMPLIANCE REPORT

FOR THE FISCAL YEAR ENDED
APRIL 30, 2018



Lauterbach & Amen, LLP

CERTIFIED PUBLIC ACCOUNTANTS

668 N. RIVER ROAD • NAPERVILLE, ILLINOIS 60563

PHONE 630.393.1483 • FAX 630.393.2516

www.lauterbachamen.com

October 16, 2018

Members of the Pension Board of Trustees
Hinsdale Police Pension Fund
Hinsdale, Illinois

Enclosed please find a copy of your Municipal Compliance Report for the Hinsdale Police Pension Fund for the fiscal year ended April 30, 2018. We have prepared the report with the most recent information available at our office. Should you have more current information, or notice any inaccuracies, we are prepared to make any necessary revisions and return them to you.

The President and Secretary of the Pension Fund are required to sign the report on page 3. If not already included with the enclosed report, please also include a copy of the Pension Fund's most recent investment policy.

The signed Public Act 95-0950 - Municipal Compliance Report must be provided to the Municipality before the tax levy is filed on the last Tuesday in December. We are sending the report via email to promote an environmentally-friendly work atmosphere.

If you have any questions regarding this report, please contact us at auditreport@lauterbachamen.com.

Respectfully submitted,

Lauterbach & Amen, LLP

LAUTERBACH & AMEN, LLP

THE VILLAGE OF HINSDALE, ILLINOIS
POLICE PENSION FUND

Public Act 95-950 - Municipal Compliance Report
For the Fiscal Year Ending April 30, 2018

The Pension Board certifies to the Board of Trustees of the Village of Hinsdale, Illinois on the condition of the Pension Fund at the end of its most recently completed fiscal year the following information:

- 1) The total cash and investments, including accrued interest, of the fund at market value and the total net position of the Pension Fund:

	Current Fiscal Year	Preceding Fiscal Year
Total Cash and Investments (including accrued interest)	\$30,058,508	\$29,358,035
Total Net Position	\$30,049,783	\$29,349,718

- 2) The estimated receipts during the next succeeding fiscal year from deductions from the salaries of police officers and from other sources:

Estimated Receipts - Employee Contributions	\$220,800
Estimated Receipts - All Other Sources	
Investment Earnings	\$2,104,100
Municipal Contributions	\$905,116

- 3) The estimated amount required during the next succeeding fiscal year to (a) pay all pensions and other obligations provided in Article 3 of the Illinois Pension Code, and (b) to meet the annual requirements of the fund as provided in Sections 3-125 and 3-127:

(a) Pay all Pensions and Other Obligations	\$2,329,100
(b) Annual Requirement of the Fund as Determined by:	
Illinois Department of Insurance	N/A
Private Actuary - Foster & Foster	
Recommended Municipal Contribution	\$905,116
Statutory Municipal Contribution	\$698,273

THE VILLAGE OF HINSDALE, ILLINOIS
POLICE PENSION FUND

Public Act 95-950 - Municipal Compliance Report
For the Fiscal Year Ending April 30, 2018

- 4) The total net income received from investment of assets along with the assumed investment return and actual investment return received by the fund during its most recently completed fiscal year compared to the total net income, assumed investment return, and actual investment return received during the preceding fiscal year:

	Current Fiscal Year	Preceding Fiscal Year
Net Income Received from Investment of Assets	\$1,547,592	\$2,017,148
Assumed Investment Return		
Illinois Department of Insurance	N/A	6.50%
Private Actuary - Foster & Foster	7.00%	7.00%
Actual Investment Return	5.21%	7.02%

- 5) The total number of active employees who are financially contributing to the fund:

Number of Active Members	22
--------------------------	----

- 6) The total amount that was disbursed in benefits during the fiscal year, including the number of and total amount disbursed to (i) annuitants in receipt of a regular retirement pension, (ii) recipients being paid a disability pension, and (iii) survivors and children in receipt of benefits:

	Number of	Total Amount Disbursed
(i) Regular Retirement Pension	21	\$1,527,352
(ii) Disability Pension	3	\$121,014
(iii) Survivors and Child Benefits	5	\$177,233
Totals	29	\$1,825,599

**THE VILLAGE OF HINSDALE, ILLINOIS
POLICE PENSION FUND**

**Public Act 95-950 - Municipal Compliance Report
For the Fiscal Year Ending April 30, 2018**

- 7) The funded ratio of the fund:

	<u>Current Fiscal Year</u>	<u>Preceding Fiscal Year</u>
Illinois Department of Insurance	<u>N/A</u>	<u>75.80%</u>
Private Actuary - Foster & Foster	<u>77.11%</u>	<u>76.82%</u>

- 8) The unfunded liability carried by the fund, along with an actuarial explanation of the unfunded liability:

Unfunded Liability:

Illinois Department of Insurance	<u>N/A</u>
Private Actuary - Foster & Foster	<u>\$9,074,656</u>

The accrued liability is the actuarial present value of the portion of the projected benefits that has been accrued as of the valuation date based upon the actuarial valuation method and the actuarial assumptions employed in the valuation. The unfunded accrued liability is the excess of the accrued liability over the actuarial value of assets.

- 9) The investment policy of the Pension Board under the statutory investment restrictions imposed on the fund.

Investment Policy - See Attached.

Please see Notes Page attached.

CERTIFICATION OF MUNICIPAL POLICE
PENSION FUND COMPLIANCE REPORT

The Board of Trustees of the Pension Fund, based upon information and belief, and to the best of our knowledge, hereby certify pursuant to §3-143 of the Illinois Pension Code 40 ILCS 5/3-143, that the preceding report is true and accurate.

Adopted this _____ day of _____, 2018

President _____ Date _____

Secretary _____ Date _____

THE VILLAGE OF HINSDALE, ILLINOIS
POLICE PENSION FUND

Public Act 95-950 - Municipal Compliance Report
For the Fiscal Year Ending April 30, 2018

INDEX OF ASSUMPTIONS

- 1) Total Cash and Investments - as Reported at Market Value in the Audited Financial Statements for the Years Ended April 30, 2018 and 2017.

Total Net Position - as Reported in the Audited Financial Statements for the Years Ended April 30, 2018 and 2017.

- 2) Estimated Receipts - Employee Contributions as Reported in the Audited Financial Statements for the Year Ended April 30, 2018 plus 5.99% Increase (Actuarial Salary Increase Assumption) Rounded to the Nearest \$100.

Estimated Receipts - All Other Sources:

Investment Earnings - Cash and Investments as Reported in the Audited Financial Statements for the Year Ended April 30, 2018, times 7% (Actuarial Investment Return Assumption) Rounded to the Nearest \$100.

Municipal Contributions - Recommended Tax Levy Requirement as Reported by Foster & Foster, Actuarial Valuation for the Year Ended April 30, 2018.

- 3) (a) Pay all Pensions and Other Obligations - Total Non-Investment Deductions as Reported in the Audited Financial Statements for the Year Ended April 30, 2018, plus a 25% Increase, Rounded to the Nearest \$100.

(b) Annual Requirement of the Fund as Determined by:

Illinois Department of Insurance - No April 30, 2018 Actuarial Valuation available at the time of this report.

Private Actuary - Foster & Foster

Recommended Amount of Tax Levy as Reported by Foster & Foster in the April 30, 2018 Actuarial Valuation.

Statutorily Required Amount of Tax Levy as Reported by Foster & Foster in the April 30, 2018 Actuarial Valuation.

**THE VILLAGE OF HINSDALE, ILLINOIS
POLICE PENSION FUND**

**Public Act 95-950 - Municipal Compliance Report
For the Fiscal Year Ending April 30, 2018**

INDEX OF ASSUMPTIONS - Continued

- 4) Net Income Received from Investment of Assets - Investment Income (Loss) net of Investment Expense, as Reported in the Audited Financial Statements for the Years Ended April 30, 2018 and 2017.

Assumed Investment Return:

Illinois Department of Insurance - Preceding Fiscal Year Interest Rate Assumption as Reported in the April 30, 2017 Actuarial Valuation. No April 30, 2018 Actuarial Valuation available at the time of this report.

Private Actuary - Current and Preceding Fiscal Year Interest Rate Assumption as Reported in the Foster & Foster, April 30, 2018 and 2017 Actuarial Valuations.

Actual Investment Return - Net Income Received from Investments as Reported Above as a Percentage of the Average of the Beginning balance of the Cash and Investments and the Ending balance of the Cash and Investments, excluding the fiscal year net investment income, as Reported in the Audited Financial Statements for the Fiscal Years Ended April 30, 2018 and 2017.

- 5) Number of Active Members - Illinois Department of Insurance Annual Statement for April 30, 2018 - Schedule P.
- 6) (i) Regular Retirement Pension - Illinois Department of Insurance Annual Statement for April 30, 2018 - Schedule P for Number of Participants and Expense page 1 for Total Amount Disbursed.
- (ii) Disability Pension - Same as above.
- (iii) Survivors and Child Benefits - Same as above.

**THE VILLAGE OF HINSDALE, ILLINOIS
POLICE PENSION FUND**

**Public Act 95-950 - Municipal Compliance Report
For the Fiscal Year Ending April 30, 2018**

INDEX OF ASSUMPTIONS - Continued

7) The funded ratio of the fund:

Illinois Department of Insurance - Preceding Fiscal Year Actuarial Value of Assets as a percentage of Accrued Liability as Reported in the April 30, 2017 Actuarial Valuation. No April 30, 2018 Actuarial Valuation available at the time of this report.

Private Actuary - Current and Preceding Fiscal Year Actuarial Value of Assets as a percentage of Accrued Liability as Reported in the Foster & Foster, April 30, 2018 and 2017 Actuarial Valuations.

8) Unfunded Liability:

Illinois Department of Insurance - Deferred Asset (Unfunded Accrued Liability) - No April 30, 2018 Actuarial Valuation available at the time of this report.

Private Actuary - Deferred Asset (Unfunded Accrued Liability) as Reported by Foster & Foster in the April 30, 2018 Actuarial Valuation.

VILLAGE OF HINSDALE
POLICE PENSION FUND
ACTUARIAL VALUATION
AS OF MAY 1, 2018
CONTRIBUTIONS APPLICABLE TO THE
PLAN/FISCAL YEAR ENDING APRIL 30, 2019

October 17, 2018

Board of Trustees
Village of Hinsdale
Police Pension Fund
Hinsdale, IL 60521

Re: Actuarial Valuation Report – Village of Hinsdale Police Pension Fund

Dear Board:

We are pleased to present to the Board this report of the annual actuarial valuation of the Village of Hinsdale Police Pension Fund. The valuation was performed to determine whether the assets and contributions are sufficient to provide the prescribed benefits and to develop the appropriate funding requirements for the applicable plan year. Please note that this valuation may not be applicable for any other purposes.

The valuation has been conducted in accordance with generally accepted actuarial principles and practices, including the applicable Actuarial Standards of Practice as issued by the Actuarial Standards Board, and reflects laws and regulations issued to date pursuant to the provisions of Article 3, Illinois Pension Code, as well as applicable federal laws and regulations. In our opinion, the assumptions used in this valuation, as adopted by the Board of Trustees, represent reasonable expectations of anticipated plan experience. Future actuarial measurements may differ significantly from the current measurements presented in this report for a variety of reasons including: changes in applicable laws, changes in plan provisions, changes in assumptions, or plan experience differing from expectations.

In conducting the valuation, we have relied on personnel, plan design, and asset information supplied by the Board, financial reports prepared by the custodian bank and the actuarial assumptions and methods described in the Actuarial Assumptions section of this report. While we cannot verify the accuracy of all this information, the supplied information was reviewed for consistency and reasonableness. As a result of this review, we have no reason to doubt the substantial accuracy of the information and believe that it has produced appropriate results. This information, along with any adjustments or modifications, is summarized in various sections of this report.

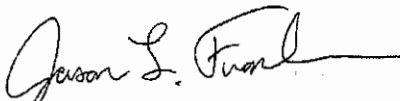
The undersigned is familiar with the immediate and long-term aspects of pension valuations and meets the Qualification Standards of the American Academy of Actuaries necessary to render the actuarial opinions contained herein. All of the sections of this report are considered an integral part of the actuarial opinions.

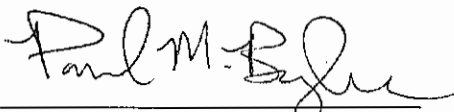
To our knowledge, no associate of Foster & Foster, Inc. working on valuations of the program has any direct financial interest or indirect material interest in the Village of Hinsdale, nor does anyone at Foster & Foster, Inc. act as a member of the Board of Trustees of the Village of Hinsdale Police Pension Fund. Thus, there is no relationship existing that might affect our capacity to prepare and certify this actuarial report.

If there are any questions, concerns, or comments about any of the items contained in this report, please contact us at 630-620-0200.

Respectfully submitted,

Foster & Foster, Inc.

By: 
Jason L. Franken, FSA, EA, MAAA

By: 
Paul M. Baugher, FSA, EA, MAAA

JLF/lke
Enclosures

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SUMMARY OF REPORT

The regular annual actuarial valuation of the Village of Hinsdale Police Pension Fund, performed as of May 1, 2018, has been completed and the results are presented in this Report. The contribution amounts set forth herein are applicable to the plan/fiscal year ended April 30, 2019.

The contribution requirements, compared with those set forth in the May 1, 2017 actuarial report, are as follows:

Valuation Date	5/1/2018	5/1/2017
Applicable to Fiscal Year Ending	<u>4/30/2019</u>	<u>4/30/2018</u>
Total Recommended Contribution	\$1,111,984	\$1,085,552
% of Projected Annual Payroll	53.3%	52.5%
Member Contributions (Est.)	206,868	204,788
% of Projected Annual Payroll	9.9%	9.9%
Village Recommended Contribution	905,116	880,764
% of Projected Annual Payroll	43.4%	42.6%

As you can see, the Total Recommended Contribution, shows an increase when compared to the results determined in the May 1, 2017 actuarial valuation report. The increase is attributable to the change in the annual normal cost through active membership changes, the natural increase in the amortization payment due to the payroll growth assumption, and unfavorable plan experience. The increase was offset by assumption changes reflected with this valuation.

Unfavorable plan experience resulted from greater than expected active retirement, no inactive mortality, and assets earning a 6.70% investment return (Actuarial basis) which fell short of the 7.00% assumption. This was partially offset by salary increases that were lower than assumed.

CHANGES SINCE PRIOR VALUATION

Plan Changes Since Prior Valuation

No plan changes have occurred since the prior valuation.

Actuarial Assumption/Method Changes Since Prior Valuation

Based on the results of the 2017 Department of Insurance experience study, the following assumption changes were made:

- Updated retirement, termination and disability rate tables.
- Updated assumed salary increase rates.
- Updated the percentage of disabilities assumed to be in the line of duty from 70% to 60%.
- Updated the percentage of deaths assumed to be in the line of duty from 5% to 10%.
- Reduced assumed payroll growth rate from 3.75% to 3.50%.
- Reduced marital status assumption from 85% married to 80% married.

There were no method changes since the prior valuation.

COMPARATIVE SUMMARY OF PRINCIPAL VALUATION RESULTS

	New Assump <u>5/1/2018</u>	Old Assump <u>5/1/2018</u>	<u>5/1/2017</u>
A. Participant Data			
Number Included			
Actives	22	22	23
Service Retirees	21	21	20
Beneficiaries	5	5	5
Disability Retirees	3	3	3
Terminated Vested	<u>3</u>	<u>3</u>	<u>1</u>
Total	54	54	52
Total Annual Payroll	\$2,087,467	\$2,087,467	\$2,066,474
Payroll Under Assumed Ret. Age	2,087,467	2,087,467	2,066,474
Annual Rate of Payments to:			
Service Retirees	1,587,290	1,587,290	1,438,553
Beneficiaries	177,233	177,233	177,233
Disability Retirees	121,417	121,417	120,813
Terminated Vested	0	0	0
B. Assets			
Actuarial Value	30,577,806	30,577,806	29,479,730
Market Value	30,049,783	30,049,783	29,349,718
C. Liabilities			
Present Value of Benefits			
Actives			
Retirement Benefits	12,118,528	12,235,535	12,704,679
Disability Benefits	877,670	1,178,618	1,085,106
Death Benefits	215,106	187,905	190,712
Vested Benefits	821,071	1,122,686	1,168,125
Service Retirees	25,920,532	26,117,484	23,621,145
Beneficiaries	1,635,071	1,635,071	1,670,743
Disability Retirees	1,733,895	1,756,078	1,743,205
Terminated Vested	<u>29,145</u>	<u>29,145</u>	<u>1,682</u>
Total	43,351,018	44,262,522	42,185,397

C. Liabilities - (Continued)	New Assump <u>5/1/2018</u>	Old Assump <u>5/1/2018</u>	<u>5/1/2017</u>
Present Value of Future Salaries	20,375,628	20,434,402	20,572,421
Present Value of Future Member Contributions	2,019,225	2,025,049	2,038,727
Normal Cost (Retirement)	314,466	330,546	308,223
Normal Cost (Disability)	59,156	78,317	63,679
Normal Cost (Death)	9,911	8,339	7,957
Normal Cost (Vesting)	<u>45,941</u>	<u>61,031</u>	<u>64,830</u>
Total Normal Cost	429,474	478,233	444,689
Present Value of Future Normal Costs	3,698,556	4,037,476	3,810,559
Accrued Liability (Retirement)	9,318,716	9,396,653	10,004,504
Accrued Liability (Disability)	377,841	479,071	497,035
Accrued Liability (Death)	130,058	122,308	127,105
Accrued Liability (Vesting)	507,204	689,236	709,419
Accrued Liability (Inactives)	<u>29,318,643</u>	<u>29,537,778</u>	<u>27,036,775</u>
Total Actuarial Accrued Liability	39,652,462	40,225,046	38,374,838
Unfunded Actuarial Accrued Liability (UAAL)	9,074,656	9,647,240	8,895,108
Funded Ratio (AVA / AL)	77.1%	76.0%	76.8%

	New Assump <u>5/1/2018</u>	Old Assump <u>5/1/2018</u>	<u>5/1/2017</u>
D. Actuarial Present Value of Accrued Benefits			
Vested Accrued Benefits			
Inactives	29,318,643	29,537,778	27,036,775
Actives	3,671,168	3,886,242	4,357,117
Member Contributions	<u>2,005,746</u>	<u>2,005,746</u>	<u>2,042,545</u>
Total	34,995,557	35,429,766	33,436,437
Non-vested Accrued Benefits	<u>586,260</u>	<u>606,666</u>	<u>562,268</u>
Total Present Value Accrued Benefits	35,581,817	36,036,432	33,998,705
Funded Ratio (MVA / PVAB)	84.5%	83.4%	86.3%
Increase (Decrease) in Present Value of Accrued Benefits Attributable to:			
Plan Amendments	0	0	
Assumption Changes	(454,615)	0	
New Accrued Benefits	0	1,547,313	
Benefits Paid	0	(1,825,599)	
Interest	0	2,316,013	
Other	<u>0</u>	<u>0</u>	
Total	(454,615)	2,037,727	

Valuation Date	New Assump 5/1/2018	Old Assump 5/1/2018	5/1/2017
Applicable to Fiscal Year Ending	<u>4/30/2019</u>	<u>4/30/2019</u>	<u>4/30/2018</u>

E. Pension Cost

Normal Cost ¹	\$459,537	\$511,709	\$475,817
% of Total Annual Payroll ¹	22.0	24.5	23.0
Administrative Expenses ¹	40,346	40,346	40,741
% of Total Annual Payroll ¹	1.9	1.9	2.0
Payment Required to Amortize Unfunded Actuarial Accrued Liability over 22 years (as of 5/1/2018) ¹	612,101	636,407	568,994
% of Total Annual Payroll ¹	29.4	30.5	27.5
Total Recommended Contribution	1,111,984	1,188,462	1,085,552
% of Total Annual Payroll ¹	53.3	56.9	52.5
Expected Member Contributions ¹	206,868	206,868	204,788
% of Total Annual Payroll ¹	9.9	9.9	9.9
Expected Village Contribution	905,116	981,594	880,764
% of Total Annual Payroll ¹	43.4	47.0	42.6

F. Past Contributions

Plan Years Ending:	<u>4/30/2018</u>
Total Recommended Contribution	1,089,104
Village Requirement	880,764
Actual Contributions Made:	
Members (excluding buyback)	208,340
Village	<u>807,440</u>
Total	1,015,780

G. Net Actuarial (Gain)/Loss	669,072
------------------------------	---------

¹ Contributions developed as of 5/1/2018 displayed above have been adjusted to account for assumed interest.

H. Schedule Illustrating the Amortization of the Total Unfunded Actuarial Accrued Liability as of:

<u>Year</u>	<u>Projected Unfunded Accrued Liability</u>
2018	9,074,656
2019	9,097,781
2020	9,101,101
2025	8,739,425
2030	7,476,652
2035	4,808,241
2040	0

I. (i) 3 Year Comparison of Actual and Assumed Salary Increases

		<u>Actual</u>	<u>Assumed</u>
Year Ended	4/30/2018	4.33%	5.99%
Year Ended	4/30/2017	3.59%	5.87%
Year Ended	4/30/2016	3.34%	5.04%

(ii) 3 Year Comparison of Investment Return on Actuarial Value

		<u>Actual</u>	<u>Assumed</u>
Year Ended	4/30/2018	6.70%	7.00%
Year Ended	4/30/2017	8.00%	7.00%
Year Ended	4/30/2016	7.80%	7.00%

DEVELOPMENT OF MAY 1, 2018 AMORTIZATION PAYMENT

(1) Unfunded Actuarial Accrued Liability as of May 1, 2017	\$8,895,108
(2) Sponsor Normal Cost developed as of May 1, 2017	239,901
(3) Expected administrative expenses for the year ended April 30, 2018	38,076
(4) Expected interest on (1), (2) and (3)	640,783
(5) Sponsor contributions to the System during the year ended April 30, 2018	807,440
(6) Expected interest on (5)	28,260
(7) Expected Unfunded Actuarial Accrued Liability as of April 30, 2018, (1)+(2)+(3)+(4)-(5)-(6)	8,978,168
(8) Change to UAAL due to Assumption Change	(572,584)
(9) Change to UAAL due to Actuarial (Gain)/Loss	669,072
(10) Unfunded Accrued Liability as of May 1, 2018	9,074,656
(11) UAAL Subject to Amortization (100% AAL less Actuarial Assets)	9,074,656

<u>Date</u> <u>Established</u>	<u>Years</u> <u>Remaining</u>	<u>5/1/2018</u> <u>Amount</u>	<u>Amortization</u> <u>Amount</u>
5/1/2018	22	9,074,656	572,057

DETAILED ACTUARIAL (GAIN)/LOSS ANALYSIS

(1) Unfunded Actuarial Accrued Liability (UAAL) as of May 1, 2017	\$8,895,108
(2) Expected UAAL as of May 1, 2018	8,978,168
(3) Summary of Actuarial (Gain)/Loss, by component:	
Investment Return (Actuarial Asset Basis)	88,316
Salary Increases	(127,081)
Active Decrements	317,907
Inactive Mortality	136,559
Other	<u>253,371</u>
Change in UAAL due to (Gain)/Loss	669,072
Assumption Changes	<u>(572,584)</u>
(4) Actual UAAL as of May 1, 2018	\$9,074,656

RECONCILIATION OF CHANGES IN CONTRIBUTION REQUIREMENT

(1) Contribution Determined as of May 1, 2017	\$ 880,764
(2) Summary of Contribution Impact by component:	
Change in Normal Cost	35,892
Change in Assumed Administrative Expense	(395)
Investment Return (Actuarial Asset Basis)	5,826
Salary Increases	(8,383)
New Entrants	-
Active Decrements	20,972
Inactive Mortality	9,008
Data Corrections	-
Contributions (More) or Less than Recommended	4,679
Increase in Amortization Payment Due to Payroll Growth Assumption	21,337
Change in Expected Member Contributions	(2,080)
Assumption Change	(76,478)
Other	<u>13,974</u>
Total Change in Contribution	24,352
(3) Contribution Determined as of May 1, 2018	\$905,116

STATUTORY MINIMUM REQUIRED CONTRIBUTION

Contribution requirements shown on this page are calculated according to statutory minimum funding requirements of the Illinois Pension Code. We do not believe this method is sufficient to fund future benefits; as such, we recommend funding according to the contributions developed in Section E of this report.

	New Assump 5/1/2018	Old Assump 5/1/2018	5/1/2017
Valuation Date	<u>4/30/2019</u>	<u>4/30/2019</u>	<u>4/30/2018</u>
Actuarial Accrued Liability (PUC)	38,557,875	39,357,048	37,458,277
Actuarial Value of Assets	<u>30,577,806</u>	<u>30,577,806</u>	<u>29,479,730</u>
Unfunded Actuarial Accrued Liability (UAAL)	7,980,069	8,779,242	7,978,547
UAAL Subject to Amortization	4,124,282	4,843,537	4,232,719
Normal Cost ¹	\$586,605	\$627,328	\$575,245
% of Total Annual Payroll ¹	28.1	30.1	27.8
Administrative Expenses ¹	40,346	40,346	40,741
% of Total Annual Payroll ¹	1.9	1.9	2.0
Payment Required to Amortize Unfunded Actuarial Accrued Liability over 22 years (as of 5/1/2018) ¹	278,190	319,518	270,754
% of Total Annual Payroll ¹	13.4	15.3	13.1
Total Required Contribution	905,141	987,192	886,740
% of Total Annual Payroll ¹	43.4	47.3	42.9
Expected Member Contributions ¹	206,868	206,868	204,788
% of Total Annual Payroll ¹	9.9	9.9	9.9
Expected Village Contribution	698,273	780,324	681,952
% of Total Annual Payroll ¹	33.5	37.4	33.0

Assumptions and Methods:

Actuarial Cost Method	Projected Unit Credit
Amortization Method	90% Funding by 2040

All other assumptions and methods are as described in the Actuarial Assumptions and Methods section.

¹ Contributions developed as of 5/1/2018 displayed above have been adjusted to account for assumed interest.

PROJECTION OF BENEFIT PAYMENTS

Year	Payments for Current Actives	Payments for Current Inactives	Total Payments
2018	61,841	1,905,033	1,966,874
2019	122,855	1,901,613	2,024,468
2020	204,674	1,943,111	2,147,785
2021	272,367	1,998,949	2,271,316
2022	339,187	2,049,247	2,388,434
2023	390,638	2,086,978	2,477,616
2024	438,729	2,123,623	2,562,352
2025	496,093	2,158,895	2,654,988
2026	558,041	2,192,474	2,750,515
2027	624,895	2,224,038	2,848,933
2028	692,626	2,253,142	2,945,768
2029	811,772	2,279,382	3,091,154
2030	935,339	2,330,400	3,265,739
2031	1,045,311	2,351,190	3,396,501
2032	1,159,455	2,367,624	3,527,079
2033	1,257,771	2,379,283	3,637,054
2034	1,364,603	2,385,743	3,750,346
2035	1,461,570	2,386,574	3,848,144
2036	1,538,230	2,381,443	3,919,673
2037	1,613,414	2,370,003	3,983,417
2038	1,688,001	2,352,017	4,040,018
2039	1,760,846	2,327,318	4,088,164
2040	1,827,351	2,295,854	4,123,205
2041	1,886,846	2,257,704	4,144,550
2042	2,021,357	2,213,088	4,234,445
2043	2,089,432	2,162,241	4,251,673
2044	2,174,456	2,105,481	4,279,937
2045	2,232,456	2,043,257	4,275,713
2046	2,325,351	1,975,845	4,301,196
2047	2,374,647	1,903,461	4,278,108
2048	2,436,313	1,826,378	4,262,691
2049	2,470,754	1,744,704	4,215,458
2050	2,511,866	1,658,555	4,170,421
2051	2,529,080	1,568,138	4,097,218
2052	2,538,181	1,473,419	4,011,600
2053	2,536,449	1,374,351	3,910,800
2054	2,525,385	1,271,220	3,796,605
2055	2,504,493	1,164,745	3,669,238
2056	2,475,268	1,056,009	3,531,277
2057	2,437,208	946,584	3,383,792

ACTUARIAL ASSUMPTIONS AND METHODS

Interest Rate	7.00% per year compounded annually, net of investment related expenses.
Mortality Rate	<p><i>Healthy Lives:</i> RP-2000 Combined Healthy Mortality, sex distinct, projected to the valuation date using Scale BB. 10% of active deaths are assumed to be in the line of duty.</p> <p><i>Disabled Lives:</i> RP-2000 Disabled Retiree Mortality, sex distinct, projected to the valuation date using Scale BB.</p> <p>The mortality assumptions sufficiently accommodate future mortality improvements.</p>
Retirement Age	See table on following page. This is based on an experience study performed in 2017.
Disability Rate	See table on following page. 60% of the disabilities are assumed to be in the line of duty. This is based on an experience study performed in 2017.
Termination Rate	See table on following page. This is based on an experience study performed in 2017.
Salary Increases	Graded schedule based on service. This is based on an experience study performed in 2017.

Salary Scale	
Service	Rate
0	11.00%
1	10.75%
2	8.75%
3	8.50%
4	7.00%
5	6.25%
6	5.25%
7	4.25%
8 - 16	4.00%
17 - 32	3.75%
32+	3.50%

Inflation 2.50%.

Cost-of-Living Adjustment	<p><u>Tier 1:</u> 3.00% per year after age 55. Those that retire prior to age 55 receive an increase of 1/12 of 3.00% for each full month since benefit commencement upon reaching age 55.</p> <p><u>Tier 2:</u> 1.25% per year after the later of attainment of age 60 or first anniversary of retirement.</p>
Marital Status	80% of Members are assumed to be married.
Spouse's Age	Males are assumed to be three years older than females.
Funding Method	Entry Age Normal Cost Method.
Actuarial Asset Method	Investment gains and losses are smoothed over a 5-year period.
Funding Policy Amortization Method	The UAAL is amortized according to a Level Percentage of Payroll method over a period ending in 2040. The initial amortization amount is 100% of the Accrued Liability less the Actuarial Value of Assets.
Payroll Growth	3.50% per year.
Administrative Expenses	Expenses paid out of the fund other than investment-related expenses are assumed to be equal to those paid in the previous year.

Decrement Tables

% Terminating During the Year		% Becoming Disabled During the Year		% Retiring During the Year (Tier 1)		% Retiring During the Year (Tier 2)	
Age	Rate	Age	Rate	Age	Rate	Age	Rate
20	14.00%	20	0.000%	50 - 51	15%	50 - 54	5%
25	10.40%	25	0.030%	52 - 54	20%	55	40%
30	5.60%	30	0.140%	55 - 64	25%	56 - 64	25%
35	3.10%	35	0.260%	65 - 69	40%	65 - 69	40%
40	1.90%	40	0.420%	70+	100%	70+	100%
45	1.50%	45	0.590%				
50	1.50%	50	0.710%				
56+	0.00%	55	0.900%				
		60	1.150%				

GLOSSARY

Total Annual Payroll is the projected annual rate of pay for the fiscal year following the valuation date of all covered members.

Present Value of Benefits is the single sum value on the valuation date of all future benefits to be paid to current Members, Retirees, Beneficiaries, Disability Retirees and Vested Terminations.

Normal (Current Year's) Cost is the current year's cost for benefits yet to be funded.

Unfunded Accrued Liability is a liability which arises when a pension plan is initially established or improved and such establishment or improvement is applicable to all years of past service.

Total Recommended Contribution is equal to the Normal Cost plus an amount sufficient to amortize the Unfunded Accrued Liability over a period ending in 2040. The recommended amount is adjusted for interest according to the timing of contributions during the year.

Entry Age Normal Cost Method - Under this method, the normal cost is the sum of the individual normal costs for all active participants. For an active participant, the normal cost is the participant's normal cost accrual rate, multiplied by the participant's current compensation.

(a) The normal cost accrual rate equals:

(i) the present value of future benefits for the participant, determined as of the participant's entry age, divided by

(ii) the present value of the compensation expected to be paid to the participant for each year of the participant's anticipated future service, determined as of the participant's entry age.

(b) In calculating the present value of future compensation, the salary scale is applied both retrospectively and prospectively to estimate compensation in years prior to and subsequent to the valuation year based on the compensation used for the valuation.

(c) The accrued liability is the sum of the individual accrued liabilities for all participants and beneficiaries. A participant's accrued liability equals the present value, at the participant's attained age, of future benefits less the present value at the participant's attained age of the individual normal costs payable in the future. A beneficiary's accrued liability equals the present value, at the beneficiary's attained age, of future benefits. The unfunded accrued liability equals the total accrued liability less the actuarial value of assets.

(d) Under this method, the entry age used for each active participant is the participant's age at the time he or she would have commenced participation if the plan had always been in existence under current terms, or the age as of which he or she first earns service credits for purposes of benefit accrual under the current terms of the plan.

STATEMENT OF FIDUCIARY NET POSITION
April 30, 2018

<u>ASSETS</u>	MARKET VALUE
Cash and Cash Equivalents:	
Checking Account	30,912
Money Market	664,826
Total Cash and Equivalents	695,738
Receivables:	
Prepays	1,562
Accrued Past Due Interest	76,568
Total Receivable	78,130
Investments:	
Corporate Bonds	4,989,145
U.S. Gov't and Agency Obligations	4,877,705
Stocks	14,528,752
Mutual Funds	4,890,600
Total Investments	29,286,202
Total Assets	30,060,070
<u>LIABILITIES</u>	
Liabilities:	
Payable:	
Expenses	10,287
Total Liabilities	10,287
Net Assets:	
Active and Retired Members' Equity	30,049,783
NET POSITION RESTRICTED FOR PENSIONS	30,049,783
TOTAL LIABILITIES AND NET ASSETS	30,060,070

STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
FOR THE YEAR ENDED April 30, 2018
Market Value Basis

ADDITIONS

Contributions:

Member	208,340
Village	807,440

Total Contributions	1,015,780
---------------------	-----------

Investment Income:

Miscellaneous Income	0
Net Realized Gain (Loss)	(249,812)
Unrealized Gain (Loss)	1,141,247
Net Increase in Fair Value of Investments	891,435
Interest & Dividends	773,383
Less Investment Expense ¹	(117,227)

Net Investment Income	1,547,591
-----------------------	-----------

Total Additions	2,563,371
-----------------	-----------

DEDUCTIONS

Distributions to Members:

Benefit Payments	1,825,599
Refund of Contributions/Transfers	0

Total Distributions	1,825,599
---------------------	-----------

Administrative Expenses	37,707
-------------------------	--------

Total Deductions	1,863,306
------------------	-----------

Net Increase in Net Position	700,065
------------------------------	---------

NET POSITION RESTRICTED FOR PENSIONS

Beginning of the Year	29,349,718
-----------------------	------------

End of the Year	30,049,783
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¹ Investment Related expenses include investment advisory, custodial and performance monitoring fees.

ACTUARIAL ASSET VALUATION

April 30, 2018

Actuarial Assets for funding purposes are developed by recognizing the total actuarial investment gain or loss for each Plan Year over a five year period. In the first year, 20% of the gain or loss is recognized. In the second year 40%, in the third year 60%, in the fourth year 80%, and in the fifth year 100% of the gain or loss is recognized. The actuarial investment gain or loss is defined as the actual return on investments minus the actuarial assumed investment return. Actuarial Assets shall not be less than 80% nor greater than 120% of the Market Value of Assets.

Plan Year Ending	Gain/(Loss)	Gains/(Losses) Not Yet Recognized				
		Amounts Not Yet Recognized by Valuation Year				
		2018	2019	2020	2021	2022
4/30/2015	750,865	150,173	0	0	0	0
4/30/2016	(861,178)	(344,471)	(172,236)	0	0	0
4/30/2017	80,094	48,056	32,038	16,019	0	0
4/30/2018	(477,226)	(381,781)	(286,336)	(190,890)	(95,445)	0
Total		(528,023)	(426,534)	(174,871)	(95,445)	0

Development of Investment Gain/Loss

Market Value of Assets, 4/30/2017	29,349,718
Contributions Less Benefit Payments & Administrative Expenses	(847,526)
Expected Investment Earnings ¹	2,024,817
Actual Net Investment Earnings	1,547,591
2018 Actuarial Investment Gain/(Loss)	(477,226)

¹ Expected Investment Earnings = 7.00% x (29,349,718 + 0.5 x -847,526)

Development of Actuarial Value of Assets

Market Value of Assets, 4/30/2018	30,049,783
(Gains)/Losses Not Yet Recognized	528,023
Actuarial Value of Assets, 4/30/2018	30,577,806
(A) 4/30/2017 Actuarial Assets:	29,479,730
(I) Net Investment Income:	
1. Interest and Dividends	773,383
2. Realized Gains (Losses)	(249,812)
3. Change in Actuarial Value	1,539,258
4. Investment Expenses	(117,227)
Total	1,945,602
(B) 4/30/2018 Actuarial Assets:	30,577,806
Actuarial Asset Rate of Return = (2 x I) / (A + B - I):	6.70%
Market Value of Assets Rate of Return:	5.35%
4/30/2018 Limited Actuarial Assets:	30,577,806
Actuarial Gain/(Loss) due to Investment Return (Actuarial Asset Basis)	(88,316)

CHANGES IN NET ASSETS AVAILABLE FOR BENEFITS
April 30, 2018
Actuarial Asset Basis

INCOME		
Contributions:		
Member	208,340	
Village	807,440	
Total Contributions		1,015,780
Earnings from Investments		
Interest & Dividends	773,383	
Miscellaneous Income	0	
Net Realized Gain (Loss)	(249,812)	
Change in Actuarial Value	1,539,258	
Total Earnings and Investment Gains		2,062,829
EXPENSES		
Administrative Expenses:		
Investment Related ¹	117,227	
Other	37,707	
Total Administrative Expenses		154,934
Distributions to Members:		
Benefit Payments	1,825,599	
Refund of Contributions/Transfers	0	
Total Distributions		1,825,599
Change in Net Assets for the Year		1,098,076
Net Assets Beginning of the Year		29,479,730
Net Assets End of the Year ²		30,577,806

¹ Investment Related expenses include investment advisory, custodial and performance monitoring fees.

² Net Assets may be limited for actuarial consideration.

STATISTICAL DATA

	<u>5/1/2015</u>	<u>5/1/2016</u>	<u>5/1/2017</u>	<u>5/1/2018</u>
<u>Actives - Tier 1</u>				
Number	22	18	14	14
Average Current Age	45.6	45.7	44.9	46.2
Average Age at Employment	25.1	25.1	25.4	27.8
Average Past Service	20.5	20.6	19.5	18.4
Average Annual Salary	\$100,592	\$104,261	\$104,095	\$107,884
<u>Actives - Tier 2</u>				
Number	3	8	9	8
Average Current Age	27.4	27.2	27.8	27.9
Average Age at Employment	25.7	26.2	25.9	25.3
Average Past Service	1.7	1.0	1.9	2.6
Average Annual Salary	\$63,874	\$65,060	\$67,682	\$72,137
<u>Service Retirees</u>				
Number	14	16	20	21
Average Current Age	64.4	62.6	61.5	61.9
Average Annual Benefit	\$68,284	\$67,493	\$71,928	\$75,585
<u>Beneficiaries</u>				
Number	5	6	5	5
Average Current Age	78.4	76.9	75.1	76.1
Average Annual Benefit	\$17,294	\$31,539	\$35,447	\$35,447
<u>Disability Retirees</u>				
Number	2	3	3	3
Average Current Age	54.6	52.4	53.4	54.4
Average Annual Benefit	\$36,384	\$40,070	\$40,271	\$40,472
<u>Terminated Vested</u>				
Number	0	2	1	3
Average Current Age	N/A	23.9	25.0	28.1
Average Annual Benefit ¹	N/A	N/A	N/A	N/A

¹ Members shown are awaiting a refund of member contributions, and are not entitled to a deferred monthly benefit.

AGE AND SERVICE DISTRIBUTION

PAST SERVICE

AGE	0	1	2	3	4	5-9	10-14	15-19	20-24	25-29	30+	Total
15 - 19	0	0	0	0	0	0	0	0	0	0	0	0
20 - 24	1	0	0	0	0	0	0	0	0	0	0	1
25 - 29	0	0	3	0	1	0	0	0	0	0	0	4
30 - 34	0	1	0	0	0	2	0	0	0	0	0	3
35 - 39	0	0	0	0	0	0	1	3	0	0	0	4
40 - 44	0	0	0	0	0	0	2	0	1	0	0	3
45 - 49	0	0	0	0	0	0	0	0	1	0	0	1
50 - 54	1	0	0	0	0	0	0	2	0	2	0	5
55 - 59	0	0	0	0	0	0	0	0	0	1	0	1
60 - 64	0	0	0	0	0	0	0	0	0	0	0	0
65+	0	0	0	0	0	0	0	0	0	0	0	0
Total	2	1	3	0	1	2	3	5	2	3	0	22

VALUATION PARTICIPANT RECONCILIATION

1. Active lives

a. Number in prior valuation 5/1/2017	23
b. Terminations	
i. Vested (partial or full) with deferred benefits	(2)
ii. Non-vested or full lump sum distribution received	0
iii. Transferred service to other fund	0
c. Deaths	
i. Beneficiary receiving benefits	0
ii. No future benefits payable	0
d. Disabled	0
e. Retired	(1)
f. Continuing participants	20
g. New entrants	2
h. Total active life participants in valuation	22

2. Non-Active lives (including beneficiaries receiving benefits)

	Service Retirees, Vested Receiving <u>Benefits</u>	Receiving Death <u>Benefits</u>	Receiving Disability <u>Benefits</u>	Vested Deferred	<u>Total</u>
a. Number prior valuation	20	5	3	1	29
Retired	1	0	0	0	1
Vested Deferred	0	0	0	2	2
Death, With Survivor	0	0	0	0	0
Death, No Survivor	0	0	0	0	0
Disabled	0	0	0	0	0
Refund of Contributions	0	0	0	0	0
Rehires	0	0	0	0	0
Expired Annuities	0	0	0	0	0
Data Corrections	0	0	0	0	0
Hired/Termed in Same Year	0	0	0	0	0
b. Number current valuation	21	5	3	3	32

SUMMARY OF CURRENT PLAN

Article 3 Pension Fund

The Plan is established and administered as prescribed by "Article 3. Police Pension Fund – Municipalities 500,000 and Under" of the Illinois Pension Code.

Plan Administration

The Plan is administered by a Board of Trustees comprised of:

- a) Two members appointed by the Municipality,
- b) Two active Members of the Police Department elected by the Membership, and
- c) One retired Member of the Police Department elected by the Membership.

Credited Service

Complete years of service as a sworn police officer employed by the Municipality.

Normal Retirement

Date

Tier 1: Age 50 and 20 years of Credited Service.

Tier 2: Age 55 with 10 years of Credited Service.

Benefit

Tier 1: 50% of annual salary attached to rank on last day of service plus 2.50% of annual salary for each year of service over 20 years, up to a maximum of 75% of salary. The minimum monthly benefit is \$1,000 per month.

Tier 2: 2.50% per year of service times the average salary for the eight consecutive years prior to retirement times the number of years of service, up to a maximum of 75% of average salary. The minimum monthly benefit is \$1,000 per month.

Form of Benefit

Tier 1: For married retirees, an annuity payable for the life of the Member; upon the death of the member, 100% of the Member's benefit payable to the spouse until death. For unmarried retirees, the normal form is a Single Life Annuity.

Tier 2: Same as above, but with 66 2/3% of benefit continued to spouse.

Early Retirement

Date

Tier 1: Age 60 and 8 years of Credited Service.

Tier 2: Age 50 with 10 years of Credited Service.

Benefit

Tier 1: Normal Retirement benefit with no minimum.

Tier 2: Normal Retirement benefit, reduced 6% each year before age 55, with no minimum benefit.

Form of Benefit

Same as Normal Retirement.

Disability Benefit

Eligibility

Total and permanent as determined by the Board of Trustees.

Benefit Amount

A maximum of:

- a.) 65% of salary attached to the rank held by Member on last day of service, and;
- b.) The monthly retirement pension that the Member is entitled to receive if he or she retired immediately.

For non-service connected disabilities, a benefit of 50% of salary attached to rank held by Member on last day of service.

Cost-of-Living Adjustment

Tier 1:

Retirees: An annual increase equal to 3.00% per year after age 55. Those that retire prior to age 55 receive an increase of 1/12 of 3.00% for each full month since benefit commencement upon reaching age 55.

Disabled Retirees: An annual increase equal to 3.00% per year of the original benefit amount beginning at age 60. Those that become disabled prior to age 60 receive an increase of 3.00% of the original benefit amount for each year since benefit commencement upon reaching age 60.

Tier 2: An annual increase each January 1 equal to 3.00% per year or one-half of the annual unadjusted percentage increase in the consumer price index-u for the 12 months ending with the September preceding each November 1, whichever is less, of the original pension after the attainment of age 60 or first anniversary of pension start date whichever is later.

Pre-Retirement Death Benefit

Service Incurred

100% of salary attached to rank held by Member on last day of service.

Non-Service Incurred

A maximum of:

- a.) 50% of salary attached to the rank held by Member on last day of service, and;
- b.) The monthly retirement pension earned by the deceased Member at the time of death, regardless of whether death occurs before or after age 50.

For non-service deaths with less than 10 years of service, a refund of member contributions is provided.

Vesting (Termination)

Vesting Service Requirement **Tier 1:** 8 years.

Tier 2: 10 years.

Non-Vested Benefit Refund of Member Contributions.

Vested Benefit Either the termination benefit, payable upon reaching age 60 (55 for Tier 2), provided contributions are not withdrawn, or a refund of member contributions. The termination benefit is 2.50% of annual salary held in the year prior to termination (8-year final average salary for Tier 2) times creditable service.

Contributions

Employee 9.91% of Salary.

Municipality Remaining amount necessary for payment of Normal (current year's) Cost and amortization of the accrued past service liability.

BOARD OF TRUSTEES OF THE HINSDALE POLICE PENSION FUND

**STATEMENT OF INVESTMENT POLICY,
OBJECTIVES AND GUIDELINES**

OCT. 17, 2012

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I.
SCOPE OF THE INVESTMENT POLICY

This "Statement of Investment Policy" reflects the investment policy, objections and constraints for the Hinsdale Police Pension Fund by its Trustees. This policy will be reviewed at least annually by the Trustees (Board) of the Hinsdale Police Pension Fund.

II.
PURPOSE OF THE INVESTMENT POLICY

The Board of Trustees of the Hinsdale Police Pension Fund sets forth this "Statement of Investment Policy" in order to:

- A. Provide eligible employees with retirement benefits; to provide eligible and qualified employees with disability benefits, as may be provided pursuant to the applicable provisions of the Illinois Police Pension Code (*40 ILCS 5/3-101 et seq.*), and; to provide eligible and qualified employees with the benefits as may be applicable pursuant to the provisions of the Illinois Police Pension Code;
- B. Define and assign the responsibilities of all involved parties;
- C. Establish a clear understanding for all involved parties of the investment goals and objectives for Fund assets;
- D. Offer guidance and limitations to all "Investment Managers" regarding the investment of Fund assets;
- E. Establish a basis for evaluating investment results;
- F. Ensure the Fund assets are managed in accordance with the State of Illinois Department of Insurance Regulations and the requirements of the Illinois Pension Code (*40 ILCS 5/1-101 et seq.* and *5/1A-101 et seq.*) and other laws as may be applicable to investments under Article 3 of the Code (*40 ILCS 5/3-101 et seq.*) and as such Statutes may be amended hereinafter; and
- G. Establish the relevant investment horizon for which Fund assets will be managed.
- H. Make a copy of the investment Policy available to the public at the main office of the Pension Fund.
- I. File a copy of the Investment Policy with the Illinois Department of Insurance within thirty (30) days of its adoption or subsequent amendment.

In general, the purpose of this statement is to outline a philosophy and attitude, which will guide the investment management of the assets toward the desired results. It is intended to be sufficiently specific to be meaningful, yet flexible enough to be practical.

III. STATUTORY REFERENCES

The primary Statutes which have reference to the management of the investments of the Pension Fund are 40 ILCS 5/1-101 *et seq.*, 40 ILCS 5/1A-101 *et seq.* and 40 ILCS 5/3-101 *et seq.* Provided, however, this Investment Policy is subject to application of any and all laws which may, in fact, have application to the Pension Fund's investments. Moreover, any and all amendments and/or modifications to the pension laws hereinafter effecting investments of the Pension Fund Board shall have further application to this Investment Policy.

IV. DEFINITIONS

FUND	The Hinsdale Police Pension Fund.
BOARD OF TRUSTEES	Refers to the governing board established to administer the Fund, as specified pursuant to the provisions of 40 ILCS 5/3-128.
ILLINOIS PENSION INVESTMENT LAW	The State of Illinois Department of Insurance, including the requirements of the Illinois Pension Code (40 ILCS 5/1-101, <i>et seq.</i> and 5/1A-101, <i>et seq.</i>) and other laws as may be applicable to investments under Article 3 of the Code (40 ILCS 5/3-101 <i>et seq.</i>), and as such Statutes may be amended hereinafter.
FIDUCIARY	Any individual or group of individuals as defined by the Illinois Pension Code, 40 ILCS 5/1-101 <i>et seq.</i> , as may be applicable to investments under Article 3 (Police Pension Code).
INVESTMENT MANAGER	Any individual or group of individuals, employed to manage the investments of all or part of the Fund assets.
INVESTMENT MANAGEMENT CONSULTANT	Any individual or organization employed to provide advisory services, including advice on investment objectives and/or asset allocation, manager search, and performance monitoring.
SECURITIES	The marketable investment securities, which are defined as acceptable in this statement.

V.
PARTIES WHO MAY BE ASSOCIATED WITH THE PLAN
(SCOPE OF DELEGATION AND AUTHORITY)

A. Board of Trustees for the Hinsdale Police Pension Fund

1. The Trustees of the Board are "fiduciaries" who are charged by law with the ultimate responsibility for the Fund and the appropriateness of its investment policy and its execution.
2. Retains consultants, money managers, and other advisors to implement and execute investment policies as it relates to the Fund.
3. Reviews adequacy or need for change of this statement.
4. Meets quarterly and reviews reports concerning the Fund assets management.
5. Engages custodians.
6. Defines investment policy, objectives and guidelines for the Fund, including risk tolerance.
7. Administers the Fund in accordance with the Illinois Pension Code (*40 ILCS 5/1-101 et seq.* and *5/1A-101 et seq.*) and other laws as may be applicable to investments under Article 3 of the Code (*40 ILCS 5/3-101 et seq.*) and the Public Investment Act (*30 ILCS 235*).

B. Custodian

1. Accepts possession of securities for safe keeping; collects and disburses income; collects principal of sold, matured or called items; and provides accurate, timely market value pricing, including accrued interest, for all securities under their care.
2. Provides timely monthly statements, which accurately detail all transactions in the accounts, as well as accurately describes all of the securities owned.
3. Effects receipt and delivery following purchases and sales of securities on a timely and accurate basis.
4. Ensures that all cash is productively employed at all times.
5. Meets as required with the Board of Trustees and provides reports relative to the status of the plan.

C. Investment Consultants and Managers

Management of the Board's investments is the responsibility of the Pension Fund Board of Trustees. No person may engage in an investment transaction except as provided under terms of this policy established by the Pension Board. The Pension Board may appoint an investment consultant and/or manager to assist in the management of the investment portfolio. The investment consultants and/or managers are so defined in Sections 1-101.4 and 1-101.5 of the Illinois Pension Code. (*40 ILCS 5/1-101.4 and 40 ILCS 5/1-101.5*,

respectively) Any such appointment shall be made in accordance with the requirements of Section 1-113.5 of the Illinois Pension Code. (40 ILCS 5/1-113.5) The consultant/manager shall acknowledge, in writing, that it is a fiduciary with respect to the Pension Fund. Any such written agreement shall be attached to this policy.

The Pension Board will meet with the investment consultant/manager at least quarterly to review market conditions, review the investment portfolio, and to determine investment strategy. The Treasurer of the Pension Fund is responsible for ensuring that all investment transactions undertaken are consistent with the Fund's investment strategy.

VI. INVESTMENT OBJECTIVES AND GUIDELINES

The Board's "Investment Objectives and Guidelines" shall strictly conform to the requirements of the Illinois Pension Code (40 ILCS 5/1-101 *et seq.*) and other laws as may be applicable to the investments under Article 3 of the Code (40 ILCS 5/3-101 *et seq.*) and the Illinois Public Investment Act (30 ILCS 235) and as such Statutes may be amended from time to time. The following sets forth the Board's primary "objectives and guidelines" as may be further implemented by the Statutes and laws applicable to investments under Article 3:

A. Policies

The primary policies of the Fund are as follows:

1. **Safety**. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital. As such, the Board of Trustees has consciously "diversified" the aggregate fund to ensure that adverse or unexpected results will not have an excessively detrimental impact on the entire portfolio.
2. **Liquidity**. The investment portfolio will remain sufficiently liquid to enable the Pension Fund to pay all necessary benefits and meet all operating requirements, which might be reasonable anticipated.
3. **Return on Investments**. Assets will be invested to achieve attractive real rates of return. Following the "Prudent Man Standard" for preservation of capital, assets will be invested to achieve the highest possible rate of return, consistent with the Plan's tolerance for risk as determined by the Board of Trustees, in its role as a "fiduciary".
4. **Interest of Participants**. Investments shall be made solely in the interest of the participants and beneficiaries of the Fund and for the exclusive purpose of providing benefits accrued thereunder and defraying the reasonable expenses of administration.
5. **Prudence and Diligence**. The plan shall be invested with care, skill, prudence and diligence under the circumstances then prevailing that a prudent man acting in like capacity and familiar with such matters would use in the investment of a fund of like character and with like aims.
6. **Diversification**. Investment of the Fund shall be so diversified as to minimize the risk of large losses. "Diversification" is to be interpreted to include diversification by asset type,

by characteristic, by number of investments, and in the case of "Investment Managers", by investment style.

7. **Delegation.** Investment management can be delegated to external professional organizations. Any investment manager, consultant or advisor who may be employed by this Board shall be a "fiduciary" as may be defined under the Pension Code (40 ILCS 5/1-101.2), and shall further qualify as may be required under the applicable provisions of the Illinois Pension Code, including but not limited to: 40 ILCS 5/1-101.4. That said investment manager, consultant or advisor's employment should be further evidenced by a written agreement, which shall thereafter become incorporated in and made a part of this "Statement of Investment Policy, Objectives and Guidelines". The said investment manager, consultant or advisor will operate within a set of guidelines, objectives and constraints which are set forth herein and further incorporated in their separate agreement.

It is the judgment of the Board, at this time, that there is no immediate need for liquidity with respect to those assets, which are managed by money managers. In the short term, the Board believes that the obligations of the Fund will be met by other monies and should not be a concern of any investment manager. The Board will periodically provide investment managers with an estimate of expected net cash flows with sufficient advance notice to allow the orderly build up of necessary liquid reserves.

B. Investment Instruments

The Fund may invest in any type of "investment instrument" permitted by Illinois law as described in Chapter 40 of the Illinois Compiled Statutes, 40 ILCS 5/1-113.1 through 113.4a. Permitted "investment instruments" include, but are not limited to:

1. Interest bearing direct obligations of the United States of America.
2. Interest bearing obligations to the extent that they are fully guaranteed or insured as to payment of principal and interest by the United States of America.
3. Interest bearing bonds, notes, debentures, or other similar obligations of agencies of the United States of America. For the purposes of this Section, "agencies of the United States of America" includes: (i) the Federal National Mortgage Association and the Student Loan Marketing Association; (ii) federal land banks, federal intermediate credit banks, federal farm credit banks, and any other entity authorized to issue direct debt obligations of the United States of America under the Farm Credit Act of 1971 or amendments to that Act; (iii) federal home loan banks and the Federal Home Loan Mortgage Corporation; and (iv) any agency created by Act of Congress that is authorized to issue direct debt obligations of the United States of America.
4. Interest bearing savings accounts or certificates of deposit, issued by federally chartered banks or savings and loan associations, to the extent that the deposits are insured by agencies or instrumentalities of the federal government.
5. Interest bearing savings accounts or certificates of deposit, issued by State of Illinois chartered banks or savings and loan associations, to the extent that the deposits are insured by agencies or instrumentalities of the federal government.

6. Investments in credit unions, to the extent that the investments are insured by agencies or instrumentalities of the federal government.
7. Interest bearing bonds of the State of Illinois.
8. Pooled interest bearing accounts managed by the Illinois Public Treasurer's Investment Pool in accordance with the Deposit of State Moneys Act, interest bearing funds or pooled accounts of the Illinois Metropolitan Investment Funds, and interest bearing funds or pooled accounts managed, operated, and administered by banks, subsidiaries of banks, or subsidiaries of bank holding companies in accordance with the laws of the State of Illinois.
9. Interest bearing bonds or tax anticipation warrants of any county, township, or municipal corporation of the State of Illinois.
10. Direct obligations of the State of Israel, subject to the conditions and limitations of item (5.1) of Section 1-113.
11. Money market mutual funds managed by investment companies that are registered under the federal Investment Company Act of 1940 and the Illinois Securities Law of 1953 and are diversified, open-ended management investment companies; provided that the portfolio of the money market mutual fund is limited to the following:
 - (i) Bonds, notes, certificates of indebtedness, treasury bills, or other securities that are guaranteed by the full faith and credit of the United States of America as to principal and interest;
 - (ii) Bonds, notes, debentures, or other similar obligations of the United States of America or its agencies; and
 - (iii) Short term obligations of corporations organized in the United States with assets exceeding \$400,000,000, provided that (A) the obligations mature no later than 180 days from the date of purchase, (B) at the time of purchase, the obligations are rated by at least 2 standard national rating services at one of their 3 highest classifications, and (C) the obligations held by the mutual fund do not exceed 10% of the corporation's outstanding obligations.
12. General accounts of life insurance companies authorized to transact business in Illinois.
13. Any combination of the following, not to exceed 10% of the pension fund's net assets:
 - (i) Separate accounts that are managed by life insurance companies authorized to transact business in Illinois and are comprised of diversified portfolios consisting of common or preferred stocks, bonds, or money market instruments;
 - (ii) Separate accounts that are managed by insurance companies authorized to transact business in Illinois, and are comprised of real estate or loans upon real estate secured by first or second mortgages; and

(iii) Mutual funds that meet the following requirements:

(A) The mutual fund is managed by an investment company as defined and registered under the federal Investment Company Act of 1940 and registered under the Illinois Securities Law of 1953;

(B) The mutual fund has been in operation for at least 5 years;

(C) The mutual fund has total net assets of \$250 million or more; and

(D) The mutual fund is comprised of diversified portfolios of common or preferred stocks, bonds, or money market instruments.

14. Corporate bonds managed through an investment advisor must meet all of the following requirements:

(i) The bonds must be rated as investment grade by one of the 2 largest rating services at the time of purchase.

(ii) If subsequently downgraded below investment grade, the bonds must be liquidated from the portfolio within 90 days after being downgraded by the manager.

15. In addition to the items listed above, a Pension Fund with net assets of \$2,500,000 or more, may invest a portion of its net assets (not to exceed 35% of the market value of the pension fund's net present assets stated in its most recent annual report on file with the Illinois Department of Insurance) in the following items:

(i) Separate accounts that are managed by life insurance companies authorized to transact business in Illinois and are comprised of diversified portfolios consisting of common or preferred stocks, bonds, or money market instruments.

(ii) Mutual funds that meet the following requirements:

(A) The mutual fund is managed by an investment company as defined and registered under the federal Investment Company Act of 1940 and registered under the Illinois Securities Law of 1953;

(B) The mutual fund has been in operation for at least 5 years;

(C) The mutual fund has total net assets of \$250 million or more; and

(D) The mutual fund is comprised of diversified portfolios of common or preferred stocks, bonds, or money market instruments.

16. In addition to the items listed above, a Pension Fund with net assets of at least \$5,000,000 and has appointed an investment adviser may, through that investment adviser, invest a portion of its assets (not to exceed 35% of the market value of the pension fund's net present assets stated in its most recent annual report on file with the Illinois Department of Insurance) in common and preferred stocks authorized for investments of trust funds under the laws of the State of Illinois. The stocks must meet all of the following requirements:

(i) The common stocks are listed on a national securities exchange or board of trade (as defined in the federal Securities Exchange Act of 1934 and set forth in Section 3.G of the Illinois Securities Law of 1953) or quoted in the National Association of Securities Dealers Automated Quotation System National Market System (NASDAQNMS).

(ii) The securities are of a corporation created or existing under the laws of the United States or any state, district, or territory thereof and the corporation has been in existence for at least 5 years.

(iii) The corporation has not been in arrears on payment of dividends on its preferred stock during the preceding 5 years.

(iv) The market value of stock in any one corporation does not exceed 5% of the cash and invested assets of the pension fund, and the investments in the stock of any one corporation do not exceed 5% of the total outstanding stock of that corporation.

(v) The straight preferred stocks or convertible preferred stocks are issued or guaranteed by a corporation whose common stock qualifies for investment by the board.

(vi) The issuer of the stocks has been subject to the requirements of Section 12 of the Federal Securities Exchange Act of 1934 and has been current with the filing requirements of Sections 13 and 14 of that Act during the preceding 3 years.

(vii) A pension fund that invests funds under this Section shall electronically file with the Division any reports of its investment activities that the Division may require, at the times and in the format required by the Division.

17. In addition to the items listed above, a Pension Fund with net assets of at least \$10,000,000 and has appointed an investment adviser may, through that investment adviser, invest an additional portion of its assets in common and preferred stocks and mutual funds.

(i) The stocks must meet all of the following requirements:

(A) The common stocks must be listed on a national securities exchange or board of trade (as defined in the Federal Securities Exchange Act of 1934 and set forth in paragraph G of Section 3 of the Illinois Securities Law of 1953) or quoted in the National Association of Securities Dealers Automated Quotation System National Market System.

(B) The securities must be of a corporation in existence for at least 5 years.

(C) The market value of stock in any one corporation may not exceed 5% of the cash and invested assets of the pension fund, and the investments in the stock of any one corporation may not exceed 5% of the total outstanding stock of that corporation.

(D) The straight preferred stocks or convertible preferred stocks must be issued or guaranteed by a corporation whose common stock qualifies for investment by the board.

(ii) The mutual funds must meet the following requirements:

(A) The mutual fund must be managed by an investment company registered under the Federal Investment Company Act of 1940 and registered under the Illinois Securities Law of 1953.

(B) The mutual fund must have been in operation for at least 5 years.

(C) The mutual fund must have total net assets of \$250,000,000 or more.

(D) The mutual fund must be comprised of a diversified portfolio of common or preferred stocks, bonds, or money market instruments.

(iii) A pension fund's total investment in the items authorized under this Section and Section 1-113.3 shall not exceed 50% effective July 1, 2011 and 55% effective July 1, 2012 of the market value of the pension fund's net present assets stated in its most recent annual report on file with the Department of Insurance.

(iv) A pension fund that invests funds under this Section shall electronically file with the Division any reports of its investment activities that the Division may require, at the time and in the format required by the Division.

C. Prohibited Assets/Transactions

"Prohibited assets/transactions" are specifically set forth in the Illinois Pension Code, *40 ILCS 5/1-110, 1-110.6, 1-110.15, 1-111, and 1-130*, as well as:

Prohibited Assets

Prohibited assets include, but are not limited to the following:

1. Commodities and Futures Contracts
2. Private Placements
3. Options
4. Limited Partnerships
5. Venture-Capital Investments
6. Real Estate Properties
7. Derivative Securities

Prohibited Transactions

Prohibited transactions include, but are not limited to the following:

1. Short selling
2. Margin transactions
3. Purchase of commodities or options
4. Lending

A Fiduciary with respect to the Fund shall not:

1. Deal with the assets of the Fund in their own interests or for their own account.
2. In their individual or other capacity act in any transaction involving the Fund on behalf of a party whose interests are adverse to the interest of the Fund or the interests of its participants or beneficiaries.
3. Receive any consideration for their own personal account from any party dealing with the Fund in connection with a transaction involving the assets of the Fund.

D. Performance Measurements

Performance will be calculated using professional standards as established by the Association for Investment Management Research. The Pension Board shall utilize the following "benchmarks" for evaluating the Fund's performance:

<u>APPLICATION</u>	<u>BENCHMARK</u>
Cash Equivalents	<i>90 Day U.S. Treasury Bills</i>
Fixed Income	<i>Barclay's Capital Government Credit Index</i>
Large Capitalization Equities	<i>Standard & Poors 500 Stock Index</i>
Mid Capitalization Equities	<i>Standard & Poors 400 Stock Index</i>
Small Capitalization Equities	<i>Russell 2000 Stock Index</i>
International Equities (Includes developed and emerging markets)	<i>Morgan Stanley Capital International Europe/ Australia/Far East Index</i>

E. Controls

The Fund maintains its books and records in conformance with generally accepted accounting principles. The internal controls shall be established by the Treasurer and reviewed by the Pension Board and an Independent auditor. The controls shall be designed to prevent losses of public funds arising from fraud, employee error or misrepresentation by third parties, unanticipated changes in financial markets or imprudent actions by employees and officers of the Pension Board.

F. Diversification/Strategy

1. Fixed Income

The average maturity/duration of the portfolio will be managed based upon the current existing interest rate environment. Under most circumstances, the modified duration of the portfolio will be maintained at approximately 5 and will range from 2 years to 8. This type of strategy will generally result in increasing the maturity/duration of the portfolio when interest rates are rising and decreasing the maturity/duration of the portfolio if interest rates are declining. The investment manager may change the duration of the portfolio as the market conditions permit. The maximum maturity of any single security shall be 30 years.

The allocation guidelines, by asset class, for the "fixed income" investments are as follows:

	<u>NORMAL ALLOCATION</u>	<u>RANGE OF ALLOCATION</u>
U.S. Treasury Bonds	25%	10-40%
U.S. Government Agency Securities	11%	0-20%
Taxable Municipal Securities	2%	0-4%
Sovereign/Supranational	4%	0-8%
CMBS	13%	0-20%
MBS	10%	0-20%
Investment Grade Corporate Bonds	35%	10-60%

Under normal market conditions the structure of the portfolio will be within these limits. However, the portfolio manager may diverge from the above guidelines due to abnormal market conditions.

2. **Equities**

Once the fund reaches the equity allocation approved by the Board and permitted by law, normal asset allocation range for "equity portfolio allocation weightings" should be:

	<u>NORMAL ALLOCATION</u>		<u>RANGE OF ALLOCATION</u>
U.S. Large Company Stocks	65%	+/-	30%
U.S. Mid-Sized Company Stocks	10%	+/-	10%
U.S. Small Company Stocks	10%	+/-	10%
Foreign Stocks	15%	+/-	15%

Portfolio allocations should be rebalanced at least annually at the end of the fiscal year or when the portfolio allocation to equities rises above the limit established and confirmed at each board meeting.

Pursuant to the provisions set forth in paragraph B, subparagraph 17, herein, (Fund's in excess of \$10,000,000), the "Fund's" portfolio allocation shall be structured between "equity" and "fixed" as follows:

	<u>RANGE OF ALLOCATION</u>
Equity	<i>40%-minimum to the maximum as provided by the applicable statute*</i>
Fixed	<i>45%-60%</i>

*Maximums for Funds over \$10,000,000 - 50% equity effective July 1, 2011 and 55% effective July 1, 2012, and as may be amended from time to time.

G. Collateralization

It is the policy of the Fund to require that all deposits in excess of FDIC insurable limits (applies to "Bank Certificates of Deposit") be secured by collateral in order to protect deposits from default.

Eligible Collateral Instruments and Collateral Ratios (market value divided by deposit):

U.S. Government Securities	= 110%
Obligations of Federal Agencies	= 115%
Obligations of the State of Illinois	= 115%
Local and Municipal Bonds rates "A" or better by Moody's	= 115%

The ratio of fair market value of collateral to the amount of funds secured shall be reviewed at least quarterly and additional collateral shall be requested when the ratio declines below the level required.

H. Custody and Safekeeping of Investments

- a. Third party safekeeping is required for all collateral. To accomplish this, the securities can be held at the following locations:
 - i. A Federal Reserve Bank or branch office.
 - ii. At another custodial facility – generally in a Trust Department through book-entry at the Federal Reserve, unless "physical securities" are involved. If "physical securities" are involved, at a third party depository in a suitable vault and insured against loss by fire, theft and similar causes.
- b. Safekeeping of collateral shall be documented by a written agreement approved by the Treasurer and the Pension Board. This may be in the form of a safekeeping agreement, trust agreement, escrow agreement or custody agreement.
- c. Substitution or exchange of securities held in safekeeping as collateral may occur without prior written notice to the Treasurer provided that the market value of the replacement securities are equal to or greater than the market value of the securities being replaced. The Treasurer and the Pension Board shall be notified in writing within two (2) days of all substitutions.

I. Ethics and Conflicts of Interest

Any fiduciary with respect to the Fund shall refrain from personal business activity that could conflict with the proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

J. Indemnification

Pension Board members, investment officers, and the Treasurer acting in accordance with this Investment Policy and such written procedures as have been or may be established, in relation thereto, and exercising due diligence, shall be relieved of personal liability for an individual security's credit risk or market changes.

K. Reporting by Treasurer

On at least a quarterly basis, the Treasurer shall submit to the Pension Board a treasurer's report, which shall describe the portfolio in terms of investment securities, maturity, cost, transactions and earnings for the current period. The Treasurer shall also submit a comprehensive annual report on all investments and activities.

L. Reporting by Investment Manager

On at least a quarterly basis, the Investment Manager shall provide a detailed investment performance report to the Board, the same which shall be provided to the trustees, if possible, 10 days in advance of the scheduled board meeting. The portfolio investment report shall be detailed and provide allocations, performance against benchmarks and other detailed information as may be customary and usual within the business. The Investment Manager shall be at all quarterly meetings providing said manager has received timely notice of the same. At the first quarterly meeting customary held in January, the Investment Manager shall be present and submit to the Board a year-end report detailing all investment activities and performance.

M. Audit

The Fund is subject to periodic examination by the Illinois Department of Insurance.

<p style="text-align: center;">VII. PERFORMANCE OBJECTIVES</p>
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- A. Over a five (5) year investment horizon, it is the goal of the aggregate plan to meet or exceed a total rate of return of 7.0%. This investment goal is not meant to be imposed on each investment manager. Specific investment goals and constraints for each investment manager, if any, shall be incorporated as part of this statement. Each manager shall receive a written set of manager guidelines outlining his specific goals and constraints as they may differ from those objectives of the entire plan.
- B. It is the goal of the aggregate fund to seek, obtain or exceed market rates of return on its investments, consistent with constraints imposed by its safety objectives, cash flow considerations and Illinois Laws that restrict the placement of pension funds.
- C. The fund shall generally display an overall level of risk in the aggregate portfolio, which is consistent with the risk associated with the benchmarks specified above. Risk will be measured by the annualized standard deviation of monthly returns.

- D. The Board of Trustees understands that in order to achieve its objectives for the plan's assets, the plan will experience volatility of returns and fluctuations of market value as well as periods of losses. Losses will be viewed within the context of appropriate market indices.

**VIII.
AMENDMENT**

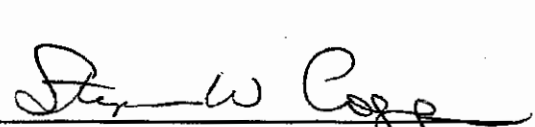
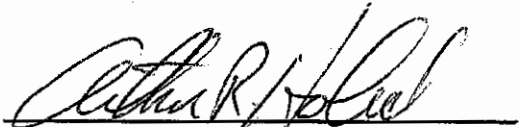
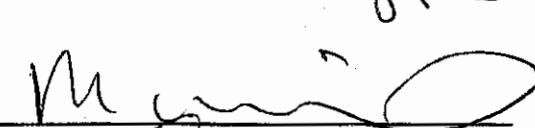
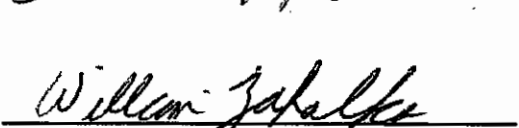
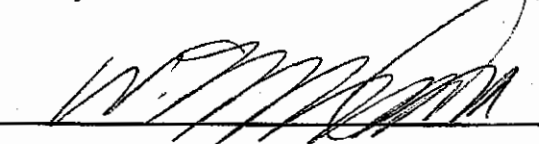
This "Statement of Investment Policy, Objectives and Guidelines" may be amended from time to time by the Pension Board, as may be required, consistent with the dictates of the applicable Statutory authority.

**IX.
HOLDINGS**

The Funds assets and holdings are set forth in the investment manager's quarterly and annual reports and the same shall continually be made a part of this Statement of Investment Policy.

The Board of Trustees of the Hinsdale Police Pension Fund, by their signatures hereunder, adopts this "Statement of Investment Policy, Objectives and Guidelines" on the 17 day of October, 2012.

**THE BOARD OF TRUSTEES OF THE
HINSDALE POLICE PENSION FUND**



AGENDA ITEM # 6j
REQUEST FOR BOARD ACTION
Finance

AGENDA SECTION: First Reading – ACA
SUBJECT: Comprehensive Annual Report and Management Letter
MEETING DATE: November 20, 2018
FROM: Darrell Langlois, Assistant Village Manager/Finance Director

Recommended Motion

Move to Accept of the Village's Comprehensive Annual Financial Report and Management Letter for the Fiscal Year Ended April 30, 2018.

Background

Attached for your consideration and approval are the Comprehensive Annual Financial Report (CAFR) and Management Letter for the Fiscal Year Ended April 30, 2018. The Village intends to submit the CAFR to the Government Finance Officers Association (GFOA) for their consideration for a Certificate for Excellence in Financial Reporting award, which the Village has received for 24 consecutive years.

The audit was conducted by the CPA firm of Sikich, LLP of Naperville. Prior to publication of the audit, ACA Chairman Hughes and Village Manager Gargano were provided with opportunities to review and comment on drafts of the CAFR, MD&A, and Management Letter prior to being issued by the auditor.

There were no unusual items that came up associated with this year's audit. The management letter, which is attached, did not have any comments this year. Also attached is the "Auditors Communication to the Trustees" which communicates, among other things, internal control "deficiencies" that are suggestions for improvement. As indicated on page 9, there was one item noted this year related to the accounts payable cut-off as during the audit they noted that a large bill from April 2018 had been posted to FY 2019 instead of FY 2018. This was corrected during the audit and there were no other deficiencies noted this year.

Discussion & Recommendation

Village staff recommends approval of the Comprehensive Annual Financial Report and Management Letter

Budget Impact

N/A

Village Board and/or Committee Action

N/A

Documents Attached

1. FY 2018 Comprehensive Annual Financial Report
2. Management Letter
3. Auditors Communication to the Board of Trustees



REQUEST FOR BOARD ACTION
Public Services &
Engineering

AGENDA SECTION: First Reading – EPS

SUBJECT: Approval of Easement and Construction Agreement By and Between The Village of Hinsdale and Kensington Hinsdale Building, LLC.

MEETING DATE: **November 20, 2018**

FROM: Robb McGinnis, Director of Community Development
George Peluso, Director of Public Services
Dan Deeter, Village Engineer

Recommended Motion

Approve an easement and construction agreement by and between the Village of Hinsdale and Kensington Hinsdale Building, LLC.

Background

North Madison is a major street in the northwestern portion of the Village which carries 5,100 vehicles per day. Flooding on the 400-block of North Madison Street has been a persistent problem for the Village for decades due to a variety of challenges. The flooding and the accompanying road closure impact the immediate residents, the vehicles using North Madison, and the residents of alternate streets that these vehicles are forced to use.

In April of 2018, the Village Board approved a subdivision of the property located 540 W. Ogden Avenue. As a condition of the approval, the developer granted the Village a public utility and drainage easement for the purposes of remedying the flooding problems occurring on North Madison Street. The developer agreed to work jointly with the Village on solving this long standing problem, and to construct certain portions of the drainage improvement project conditional on reimbursement from the Village. The major component of the project occurring on this property includes the construction of a large storm water detention vault.

In May of 2018, the Village retained the engineering services of Christopher B. Burke Engineering, LTD. (CBBELL) to design the entire storm sewer project inclusive of the work commencing on the developer's property. The proposed design includes extending a storm sewer north along Madison Street through the side yards located on Warren Court to the detention vault located at 540 W. Ogden Avenue. Once the water reaches the vault, most of it will be stored underground, and then will drain to a storm sewer located at the intersection of Monroe Street and Ogden Avenue. A copy of the preliminary engineering design is attached as Exhibit 1.

Discussion & Recommendation

As a way to formalize the understanding between the developer and the Village, the Village Attorney drafted an easement and construction agreement. As part of the agreement, the developer and the Village have agreed to how the construction and reimbursement of the project will be coordinated and managed. A copy of the agreement is attached as Exhibit 2. Key aspects of the agreement include the following:

1. The developer is responsible for all aspects of bidding, choosing and contracting all components of the project on his property including extending a storm sewer downstream to Monroe Street. This is considered the "West" portion.

2. As part of the agreement, the Village reserves the right to review and approve bids for the developer's portion prior to work commencing. Other requirements of the developer are listed in Section 2 of the agreement.
3. In order to complete the project, the Village will construct the "East" portion. This part of the project includes extending a new storm sewer from Madison Street north through the side yards on Warren Court to the newly constructed detention vault.
4. The Village has agreed to bid this work out separately as it is not within the developer's project limits.

In discussions with the developer, he has stated that he plans to start his portion of the work in early spring with a scheduled completion in early summer. The Village will bid out its portion during the late winter months with the hope of completing it on a similar timeline.

It is also important to note that Staff has had several meetings with the adjacent residents who will be impacted by the construction, and they are supportive of the project.

Budget Impact

The Village has allocated funds in the MIP to reimburse the developer the costs of constructing the detention system, and to complete all the remaining project components.

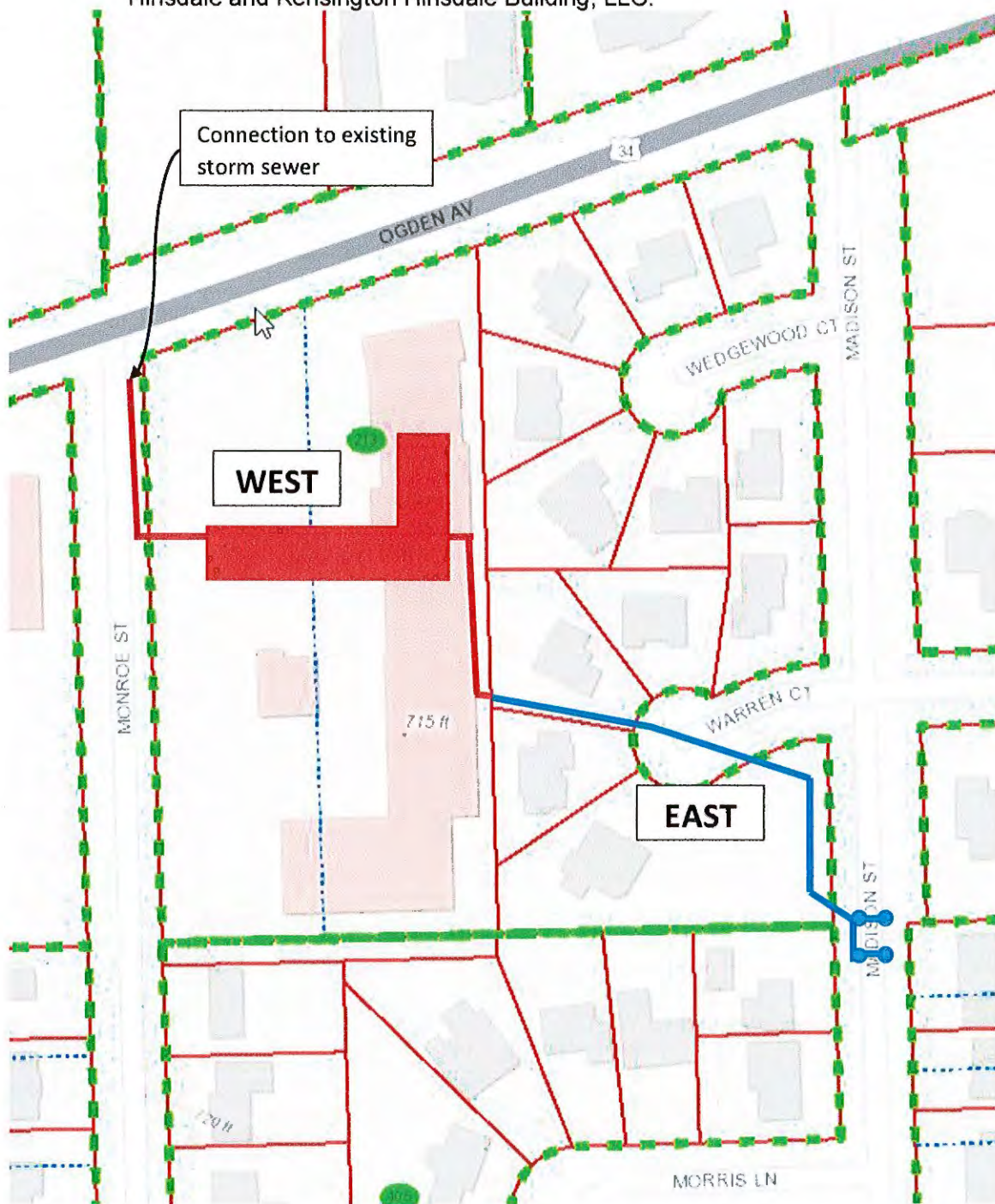
Village Board and/or Committee Action

Staff is recommending that the Village Board discuss this item as a First Read, and consider it for a Second Read for additional discussion at their December 11, 2018 meeting.

Documents Attached

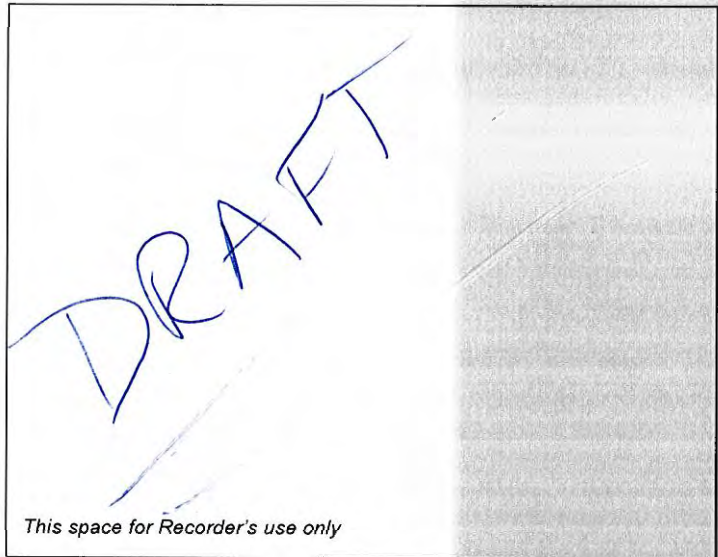
1. Exhibit 1 – CBBEL Preliminary Storm Sewer Alignment (East and West)
2. Exhibit 2 – Easement and Construction Agreement By and Between the Village of Hinsdale and Kensington Hinsdale Building, LLC.

Exhibit 1 – Preliminary Storm Sewer Alignment (East and West)
Approval of Easement and Construction Agreement By and Between the Village of Hinsdale and Kensington Hinsdale Building, LLC.



Notes:

1. This exhibit is a representation of the stormwater management project to address flooding on N. Madison Street. The bid documents by Christopher B. Burke Engineering, Ltd. will identify the specific items, quantities, route, etc. to be constructed.
2. The west portion will be bid and constructed by Kensington Hinsdale Building, LLC. The east portion will be bid and constructed by the Village of Hinsdale, its consultants, and contractors.



EASEMENT AND CONSTRUCTION AGREEMENT BY AND BETWEEN

THE VILLAGE OF HINSDALE
AND
KENSINGTON HINSDALE BUILDING LLC

KENSINGTON SCHOOL PROPERTY
(540 WEST OGDEN AVENUE, HINSDALE, ILLINOIS)

DATED AS OF NOVEMBER __, 2018

Jointly prepared by:

Michael A. Marrs
Klein, Thorpe and Jenkins, Ltd.
20 N. Wacker Drive, Suite 1660
Chicago, Illinois 60606-2903

After recording, return to:

Village of Hinsdale
19 E. Chicago Avenue
Hinsdale, Illinois 60521
Attention: Village Clerk

And

Jeffrey Sanchez
Zabel Law, LLC
55 West Monroe, Suite 3950
Chicago, Illinois 60603

EASEMENT AND CONSTRUCTION AGREEMENT
BY AND BETWEEN THE VILLAGE OF HINSDALE
AND KENSINGTON HINSDALE BUILDING LLC

KENSINGTON SCHOOL PROPERTY
(540 WEST OGDEN AVENUE, HINSDALE, ILLINOIS)

THIS EASEMENT AND CONSTRUCTION AGREEMENT (the "Agreement") is made and entered into as of the ____ day of June, 2018 (the "Effective Date"), by and between the VILLAGE OF HINSDALE, an Illinois municipal corporation (the "Village"), and KENSINGTON HINSDALE BUILDING LLC, an Illinois limited liability company (the "School"). The Village and the School are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, Kensington Hinsdale Building LLC, an Illinois Limited Liability, is the owner of that certain tract of real property consisting of approximately 4 acres legally described on Exhibit A attached hereto and generally located at 540 West Ogden Avenue in the Village; and

WHEREAS, the School, relating to its proposed redevelopment of the Property in the Village of Hinsdale (the "Village"), applied to the Village for certain approvals under the Village Zoning and Subdivision Code, in order to build a child daycare facility on the northern 1.74 acres of the 540 West Ogden Property (the "Property"), and to subdivide the Property to accommodate both the child daycare facility on the Property and eight (8) single family detached dwellings on the Southern 2.26 acres of the 540 West Ogden Property (the "Residential Property"), as follows:

1. Rezoning of the Property from R-4 Single-Family Residential Zoning District to an O-2 Limited Office Zoning District through a map amendment, which application was granted by Ordinance No. O2018-18 on April 17, 2018, ("An Ordinance Amending the Official Zoning Map of the Village of Hinsdale Relative to the Rezoning of Property Located at 540 West Ogden Avenue");
2. Resubdivision of the 540 West Ogden Property, which application was granted by Ordinance No. O2018-26 on May 15, 2018, ("An Ordinance Approving and Accepting a Final Plat of Subdivision - Kensington School (540 West Ogden Avenue)");
3. Site plan and exterior appearance review for the Property, which application was granted by Ordinance No. O2018-28 on May 15, 2018, ("An Ordinance Approving a Site Plan and Exterior Appearance Plan for a Child Daycare Facility - Kensington School - 540 West Ogden"); and

4. Special use permit to build and operate a child daycare facility in the O-2 Zoning District, which application was granted by Ordinance No. O2018-27 on May 15, 2018, ("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 Ave."), which granted a Special Use Permit for a child care facility on the Property fronting on Ogden Avenue, (the "Project").

Collectively, these four ordinances are referenced in this Agreement as the "540 West Ogden Ordinances"; and

WHEREAS, due to the topographical configuration of the Property and the locations and topographical configurations of surrounding properties, infrastructure and other structures, in conjunction with potential runoff issues arising from the completion of the Project, the Property and surrounding properties may be prone to excessive and undesirable storm water runoff; and

WHEREAS, to complete the Project, to help alleviate the storm water runoff issues, and to meet the Village's open land requirements, the Village will design, and the School will allow the Village to design, through its contracted consulting engineers, an underground water detention vault, along with the appurtenant and necessary underground stormwater conveyances on and adjacent to the Property, as described in this Agreement and as shown on the Final Plat as approved by the Village in ordinance form on May 15, 2018, and any necessary location or design elements required or suggested by the Village and its engineers (collectively, the "Underground Vault System"), which design will be subject to final approval by the Village (the "Final Design Plans"). The Final Design Plans for the Underground Vault System shall be attached hereto upon completion and approval, and made a part hereof, as Exhibit A; and

WHEREAS, the Underground Vault System will convey and store storm water from Madison Street and the surrounding land, which storm water will be conveyed by underground pipe from Madison Street, to the easternmost border of the Property, and finally to the underground water detention vault, which will be located on the easternmost border of the Property along the southernmost edge of the Residential Property, the locations of which are shown on the Final Plat as approved by the Village Board on May 15, 2018, on the Final Design Plans, and as referenced above; and

WHEREAS, through the use of a restrictor on the underground water detention vault, the Underground Vault System will direct storm water from the underground water detention vault to the existing stormwater system, as indicated on the Final Design Plans attached hereto as Exhibit A and made a part hereof; and

WHEREAS, subsequent to the Village's approval of the Final Design Plans, the School will, except as otherwise specified herein or as mutually agreed to between the Parties, be responsible for all aspects of constructing the Underground Vault System within the boundaries of the Property and downstream connections to the west of the Property (collectively, the "West-Site Work") in conformance to the Final Design Plans. The Village shall, except as

otherwise specified herein or as mutually agreed to between the Parties, be responsible for all storm sewer construction and connections east of the School's property line (the "East-Site Work"), as part of the Project; and

WHEREAS, the Village will reimburse the School for the construction costs attributable to the School's West-Site Work performed in constructing the Underground Vault System at final completion of construction; and

WHEREAS, the School will construct the West-Site Work in a way that conforms to the requirements in the 540 West Ogden Ordinances and the Final Design Plans, so that the Underground Vault System properly joins to, conforms with and protects any and all existing surrounding public improvements, including: streets, street lights, sidewalks and curbs, water and sewer lines, storm water detention, and parkway trees (collectively, the "Existing Public Improvements"); and

WHEREAS, the School will be responsible to perform the necessary testing, and make the necessary adjustments, modifications, connections, additions and repairs to the Existing Public Improvements during construction, in conformance with the requirements of the 540 West Ogden Ordinances and the Final Design Plans; and

WHEREAS, upon successful final completion of the West-Site Work related to the construction of the Underground Vault System, as approved by the Village, the School will convey all ownership, maintenance and reconstruction rights and responsibilities to the Village via a dedication and/or bill of sale or other method of conveyance approved by the Village; and

WHEREAS, in conjunction with the forgoing recitals, and as of the Effective Date, the School has granted the Village a permanent easement on the Property to permit the Village to construct, install, reconstruct, repair, inspect, maintain the Underground Vault System and related conveyances as may be necessary from time to time; and

WHEREAS, the President and Board of Trustees of the Village (the "Corporate Authorities"), after due and careful consideration, have concluded that the development of the Property on the terms and conditions set forth in the 540 West Ogden Ordinances and this Agreement, will promote proper development of the Property, increase the taxable value of surrounding property within the Village, and serve the best interests and general welfare of the Village and its residents; and

WHEREAS, pursuant to notices given as required by applicable law, all required public meetings relative to approval of the Project have been held by all appropriate commissions and other bodies relating to subdivision controls, zoning, and other requested relief; and

WHEREAS, the Village has the authority to enter into this Agreement pursuant to: (i) Division 13 of Article 11 of the Illinois Municipal Code (65 ILCS 5/11-13-1 et seq.); (ii) applicable provisions of the Village Municipal and Zoning Codes; and (iii) the Village's police powers.

NOW, THEREFORE, in consideration of the foregoing recitals, incorporated into and made a substantive part of this Agreement, and the mutual covenants and agreements set forth below, the Parties agree:

Section 1. Design.

A. VILLAGE RESPONSIBILITIES AND WARRANTIES

1. *Design Responsibility.* The Village will be solely responsible for the design of the Underground Vault System and creation of the Final Design Plans, either through its own engineering staff, contracted consulting engineers, or any combination of licensed engineers that the Village chooses. The village will act in a timely and expeditious manner in completing the Final Design Plans. The Final Design Plans shall be completed, approved and permitted no later than January 1, 2019 or a later date mutually agreed to by the Parties.
2. *Payment for Design Work.* The Village will be solely responsible for payment of any salaries, fees, charges and costs for its employees, contractors or agents reasonably related to design work on the Underground Vault System leading up to and including the Final Design Plans.
3. *Representation of Professional Credentials.* The Village represents and warrants that the engineers it engages to design the Underground Vault System have provided the Village with current engineering licenses and credentials by any applicable legal authority, including the Village of Hinsdale, DuPage County, the State of Illinois, and the United States of America, or any related sub-organizations, agencies or regulatory bodies of these authorities. Additionally, the Village represents and warrants that it has no reason to believe that the engineers it engages to design the Underground Vault System will not perform to the best practices of the industry.
4. The Village shall work cooperatively with the School on timing issues related to the design of the Underground Vault System to ensure that the development of the Property with the Underground Vault System and child daycare facility may occur in a manner that does not cause undue delays for either Party.

B. SCHOOL RESPONSIBILITIES AND WARRANTIES

1. *Reasonable Assistance.* The School will give all reasonable accommodation and assistance to the Village and its elected officials, officers, employees, consultants and agents necessary to complete the Final Design Plans of the Underground Vault System.
2. *Design Easement.* In addition to any other license or easement, whether

permanent or temporary, that this Agreement conveys to the Village, the School hereby conveys a "Design Easement," allowing the Village and its elected officials, officers, employees, consultants and agents reasonable access to the Property in order to inspect, study, survey and design the Underground Vault System and any related matter to that design. This Design Easement shall not be contingent upon any timeline, but instead benefit the Village so long as any design or future redesign of the Underground Vault System is reasonably necessary.

3. The School shall work cooperatively with the Village on timing issues related to the design of the Underground Vault System to ensure that the development of the Property with the Underground Vault System and child daycare facility may occur in a manner that does not cause undue delays for either Party.
4. The School shall provide the Village with final "As Built" drawings upon completion of the West-Site Work.

C. DESIGN RELATED DISPUTES

1. *Disputes of Final Design Prior to Construction.* After Village approval of the Final Design Plans, but prior to Construction by the School, should the School or its contractors or engineers dispute any aspect of the Final Design Plans, it shall notify the Village in writing as soon as is practicable. In such instance, the Parties and their respective consultants will work together to reach a reasonable compromise that respects the initial scope of the Project. If such conflict cannot be resolved by the Parties in a timely manner relative to the scope of the Project timeline, then the Village Manager shall have the sole authority to reasonably resolve the design conflict. Any such decision by the Village Manager shall not prevent either Party from enforcing its rights or seeking any remedies otherwise provided in this Agreement
2. *Latent Defects Related to Design.* Although the Village is responsible for hiring engineers and any related consultants to create the Final Design Plans, the Parties agree that the Village should not be held solely liable for any latent defects in the Final Design Plans relied upon by the Parties. . Additionally, the School expressly states that it stands in the same position as the Village in determining the viability of the Final Design Plans. As such, the Village and the School will respectively hold each other harmless from any claim, lawsuit or award of damages related to the Final Design Plans, unless the claim, lawsuit or award of damages relates solely to the acts, omissions or negligence of the other Party.

Section 2. Contracting and Construction.

A. SCHOOL RESPONSIBILITIES AND WARRANTIES

1. *Bidding and Contracting the Work.* The School is responsible for all aspects of bidding, choosing and contracting the construction of the West-Site Work related to the Underground Vault System. Any bid, once received, shall be subject to the review and approval of the Village prior to acceptance by the School. When choosing any contractor for the West-Site Work, the School and the Village may take into account the following non-exhaustive issues related to any considered or chosen contractor:
 - a. any actual or apparent conflicts that the award(s) of the contract(s) may create with Village elected officials or officers;
 - b. the size of the contracting firm and its ability to complete the work in a timely manner;
 - c. the quality and timeliness of past completed projects;
 - d. the reputation, criminal backgrounds, or past civil disputes, including past bankruptcies, of the firm or principals of the contractor(s);

- e. the contractors' proposed timelines for Final Completion;
- f. the contractors' compliance with the Prevailing Wage Act (820 ILCS 130/0.01); and
- g. and the contractors' proposed cost of the West-Site Work.

The Village shall not unreasonably or untimely withhold its written consent to the considered or chosen contractors, but because the Village will be responsible for reimbursing the School for the West-Site Work, the Village shall have the authority to override any choice of contractor by the School, based upon any of the above reasons, or for other good and legal cause not specifically contemplated in this Agreement. The Village, in its reasonable discretion, may reject all bids and require the work to be rebid, or may reject all bids and choose to bid the work out itself.

2. *Village is a Third Party Beneficiary.* The Village shall be named as a third party beneficiary and an additional insured in any agreement between the School and its chosen contractor(s). Even if not so explicitly named in any such agreement, the Village shall have the right under this Agreement to intervene in any dispute between the School and any such contractor as may be necessary to enforce its rights and remedies contemplated in this Agreement.
3. *Timeline for Construction and Village Approval of Final Contract.* As an integral part of the School's selection of contractors, the timeline for construction, and form of final contract between the School and contractor, shall be approved in writing by the Village. The Village shall not unreasonably withhold its approval of a timeline, so long as it meets the mutual needs of the Parties, or of the form of the final contract. The various stages of construction as proposed by the contractor(s) and as coordinated by the School shall conform to the Final Design Plans and ensure that all aspects of the Final Design Plans may be completed within the contemplated scope of time and cost at the time when the School and its contractor(s) executed the contracts. Time is of the essence in the construction of the Underground Vault System, and any delays of construction that the School or its contractor(s) causes by acts, omissions or negligence shall be a breach of this Agreement. Should any unforeseen circumstance occur beyond the reasonable foresight or control of the School or its contractor(s) that causes a significant delay or rise in cost, then the Village shall not unreasonably hold the School or its contractor(s) in breach of this Agreement. However, the School and its contractor(s) shall have a responsibility to mitigate any delays or damage caused by any such delay.
4. *Beginning Timely Construction Conforming to the Final Design Plans.* After the Village approves the Final Design Plans, and after the School, subject to the terms and conditions of Village approval set forth in this Agreement, chooses any contractor to perform the West-Site Work as described above, the School shall begin construction on the Underground Vault System in conformance to the Final Design Plans, and any other construction necessary to complete the Underground Vault System. The Village shall be responsible for the Completion of West-Site Work pursuant to B.3, below. The School

shall begin construction as soon as is reasonably practicable after the Village approves the Final Design Plans, timeline and form of contract with contractor, but in no case shall the School fail to request the permits necessary to begin construction more than nine (9) months after approval of the Final Design Plans. Time is of the essence related to the start of construction, and the School will have breached this Agreement if it does not comply with this nine (9) month period, unless due to force majeure or the Village agrees in writing to an extension of this period.

5. *Compliance with Design.* The School agrees to perform the West-Site Work necessary to construct the Underground Vault System in a way that conforms to the requirements in the 540 West Ogden Ordinances and the Final Design Plans, so that the Underground Vault System properly joins to, conforms with and protects any and all Existing Public Improvements and the East-Site Work performed by the Village.
6. *Construction Modification.* The School shall be responsible to perform any necessary testing, and make the necessary adjustments, modifications, connections, additions and repairs to the Existing Public Improvements during construction, in conformance with the requirements of the 540 West Ogden Ordinances and the Final Design Plans.
7. *Final Completion of Construction.* The School shall complete performance of the West-Site Work for the Underground Vault System to the commercially reasonable satisfaction of the Village according to: the terms of this Agreement, the Final Design Plans, the provisions of any contracts between the School and its contractors, the 540 West Ogden Ordinances, applicable Village Zoning Code or Municipal Code provisions, any applicable building code provisions, or any other applicable county, state or federal statute or regulation. If the immediately preceding terms, statutes and regulations have been met, satisfied or completed, the School shall have reached "Final Completion." Final Completion shall not be reached unless the Village expresses in writing that the School has met the necessary terms. The Village Manager shall have the sole authority to determine whether the School has met these terms and whether the construction of the West-Site Work has reached Final Completion, or whether the School must perform additional work to be in compliance with the Final Design Plans, the Agreement, the 540 West Ogden Ordinances, applicable Village Zoning Code or Municipal Code provisions, any applicable building code provisions, or any other applicable county, state or federal statute or regulation. In the event the parties disagree over whether the School has met its obligations set forth in this paragraph, then a third party will mediate the dispute. The Parties agree to utilize the services of a neutral mediator for such mediation, in order to facilitate a mutually agreeable and realistic resolution of any such dispute in a manner that does not delay the Project. The Parties further agree that the cost of mediation shall be shared evenly between the Parties. Construction shall be completed within one (1) year following the start of construction. Time is of the essence related to the completion of construction, and the School will have breached this Agreement if it does not comply with this one (1) year period, unless due to force majeure or the Village agrees in writing to an extension of this period. The School shall be solely responsible for payment of any

additional work caused by its own acts, omissions or negligence, and any such additional work attributable to the School or its contractors, employees or agents shall not be subject to reimbursement by the Village as otherwise provided in this Agreement. Any such determination by the Village Manager shall not prevent either Party from enforcing its rights or seeking any remedies otherwise provided in this Agreement.

8. *Warranty of Work of Quality of Contractors, Employees, and Agents.* The School represents and warrants that the contractors it engages to perform the West-Site Work have provided the School and the Village with all current licenses and credentials by any applicable legal authority, including the Village of Hinsdale, DuPage County, the State of Illinois, and the United States of America, or any related sub-organizations, agencies or regulatory bodies of these authorities. Additionally, the School represents and warrants that it has no reason to believe that the contractors it engages to perform the West-Site Work will not perform to the best practices of the industry.
9. *Nondiscrimination.* The School, and any of its hired contractors and subcontractors, shall comply with the terms and procedures of all applicable state, federal and local statutes, regulations and ordinances pertaining to nondiscrimination in employment, to the extent required by these laws. The School, and any of its hired contractors and subcontractors, shall abide by the requirements of the Illinois Human Rights Act, 775 ILCS 10/0.01 *et seq.*, and the School agrees as follows: That it will not discriminate against any contractor, subcontractor, potential contractor, potential subcontractor, employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

The School further agrees to contractually require all of its contractors and subcontractors to abide by the same non-discrimination standards.
10. *Periodic Inspections.* The School shall allow the Village to conduct site inspections at the Property at any time during reasonable business hours during the time period when construction of the West-Site Improvements is being performed. Notwithstanding the foregoing, except in the case of emergencies, no inspections shall take place without the School or its agent being present.
11. *Access to Property.* Pursuant to the Permanent Easement granted in Section 5 of this Agreement, the School will provide access to the Village on the Property, as necessary, for, among other purposes consistent with the granted Permanent Easement and this Agreement, construction by the Village of the East-Site Work, and to make connections from the West-Site Work to the East-Site Work.
12. *Change Orders.* Any material changes from the Final Design Plans, or change orders submitted by the chosen contractor during construction, shall be subject to commercially reasonable approval by the Village. Design change proposals or change

orders received by the School shall be transmitted to the Village within three (3) days of receipt. The Village may, in its reasonable discretion, withhold approval of design change proposals or change orders where such changes or orders would, in the sole opinion of the Village, either negatively affect the effectiveness of the Underground Vault System, or would negatively impact or exceed the Village's budget for the Underground Vault System. The School shall be solely responsible for, and hereby agrees to pay the cost of, any design changes to the Final Design Plans, or change orders, either requested or caused by the School and resulting in cost increases to the overall design and/or construction of the Underground Vault System. If, however, the design change proposals or change orders are the result of unforeseen circumstances discovered during the course of design or construction, the Parties shall act in good faith to determine responsibility and an equitable distribution of costs resulting from such proposals or change orders.

B. VILLAGE RESPONSIBILITIES AND WARRANTIES

1. *Reasonable Assistance.* The Village will give all reasonable accommodation and assistance to the School and its contractors, subcontractors and agents necessary to complete the Construction of the West-Site Work.
2. *Permit Approval.* The Village agrees to assist in the granting of any and all necessary permits required to complete the Construction of the Underground Vault System.
3. *Completion of East-Site Work.* The Village agrees to perform the East-Site Work necessary to connect the Underground Vault System, upon its completion, to the existing stormwater system, at the Village's sole cost and expense. The East-Site Work shall be performed according to the Final Design Plans.

C. CONSTRUCTION RELATED DISPUTES

1. *Disputes During Construction.* After commencement of Construction by the School, should the Village or its engineers dispute any aspect of the Construction, including any disputes related to budgetary matters or change orders, it shall notify the School in writing as soon as is practicable. In such instance, the Parties and their respective consultants will work together to form a reasonable compromise that respects the initial scope of the Project. If such conflict cannot be resolved by the Parties in a timely manner relative to the scope of the Project timeline, then the Village Manager shall have the sole authority to reasonably resolve the Construction conflict. Any such decision by the Village Manager shall not prevent either Party from enforcing its rights or seeking any remedies otherwise provided in this Agreement.

Section 3. Village Reimbursement of Construction Costs.

After Final Completion, and within sixty (60) days of submission of all invoices and lien waivers for Construction costs by the School, the Village shall submit reimbursement of Construction Costs to the School.

Section 4. School Dedication and Village Acceptance.

Upon successful Final Completion of the Construction of the Underground Vault System, as approved by the Village, the School will convey all ownership, maintenance and reconstruction rights and responsibilities to the Village as provided for below:

A. *Dedication and Acceptance of the Underground Vault System.* The School shall dedicate and/or convey the Underground Vault System to the Village, and the Village shall accept it in the manner hereinafter specified and in the manner specified under Illinois law. Neither the execution of this Agreement nor the approval of the Final Design Plans shall constitute an acceptance by the Village of the Underground Vault System. The Underground Vault System shall only be accepted by the Village except by a resolution duly adopted by the Corporate Authorities specifying with particularity the Improvement or Improvements being accepted. The School shall convey the Underground Vault System to the Village as a "public improvement" by a customary form bill of sale following the inspection and approval of the Underground Vault System upon Final Completion and following the delivery to the Village Engineer of approved "as-built" drawings, and a certification from the construction engineer that the Underground Vault System has been completed in accordance with the Final Design Plans, the Governing Plans and Law. Not less than sixty (60) calendar days following the receipt of the last of the items required for conveyance of the Underground Vault System to the Village, the Village shall accept such Underground Vault System, by resolution and the acceptance of easements.

B. *One Year Guaranty of the Construction of the Underground Vault System.* The School hereby guaranties the prompt and satisfactory correction of all defects and deficiencies in the Underground Vault System that occur or become evident within one (1) year after acceptance of the Underground Vault System by the Village pursuant to this Agreement. If any defect or deficiency occurs or becomes evident during this period, then the School shall, within ten (10) days, weather permitting, after written demand from the Village to do so, correct it or cause it to be corrected.

C. *Future Maintenance.* Upon Acceptance of the Underground Vault System by the Village pursuant to this Agreement, and notwithstanding the warranty language contained in Section 4.B, the Village shall be responsible for all future maintenance, repair, inspection and/or reconstruction of the Underground Vault System. Upon 24 hour notice to School, except in the case of emergency, School covenants and grants to Village, its employees, agents and contractors access to the Underground Vault Systems for any repairs, and also for making such repairs and replacements as Village may deem necessary. Village shall use its best efforts to minimize the disruption of School's (or its tenant's) business in effecting said maintenance and repairs. If at any time School determines that the Village is not maintaining the Underground Vault System as required, School may serve notice on the Village detailing repairs and replacements that are needed. Should the Village fail to make or commence to make and

Comment [GC1]: Owner proposes

1. Reimbursement of the cost of the vault;
2. Then payments of 1/3 at 1/3 completion intervals.

Comment [mam2]: Graham to rewrite this Section per GC1 above.

proceed diligently with the repairs and replacements required of the Village within twenty (20) days following receipt of said notice from School, School or its agents may make such repairs and replacements in its stead and the Village agrees to pay (or reimburse) the reasonable cost of the repairs or replacements following receipt of a bill therefor.

Section 5. Permanent Easement

The School has granted the Village a permanent easement on the Property for the purpose of constructing, installing, reconstructing, repairing, inspecting and maintaining the Underground Vault System as shown on the Final Plat of Kensington Subdivision, recorded with the DuPage County Recorder as Document No. _____ on _____, 2018. A copy of the Final Plat is attached hereto as Exhibit A and made a part hereof.

Section 6. Governing Plans and Law.

As the School proceeds with the performance of the West-Site Work, it shall do so subject to minor alterations approved and directed by the Village, or its consulting engineers, due to field conditions or other circumstances, in a good and workmanlike manner pursuant to and in accordance with the following (collectively, the "Governing Plans and Law"):

1. the 540 West Ogden Ordinances; and
2. this Agreement;
4. the Final Design Plans; and
5. the Hinsdale Zoning Code, Subdivision Ordinance and Building Codes, as the same exist as of the Effective Date (collectively, the "Existing Village Codes"); and
6. all other applicable codes, ordinances and standards adopted by the Village, including but not limited to, the Village Engineering Standards and the DuPage County Stormwater Ordinance (collectively, the "Other Applicable Village Codes, Ordinances and Standards");
7. the requirements of the Illinois Prevailing Wage Act (820 ILCS 130/0.01), if applicable; and
8. all other applicable federal, State, county and non-Village local governmental laws, statutes, codes, ordinances, resolutions, rules and regulations (collectively, the "Other Requirements of Law").

In the event of a conflict between, among or within any of the above plans or documents, the plan or document that provides the greatest control and protection for the Village to achieve the benefits and objectives of the 540 West Ogden Ordinances, as determined by the Village Manager, shall control. Notwithstanding the foregoing, the Village Manager shall strive to resolve a conflict between this Agreement and the Existing Village Codes in favor of the spirit of the 540 West Ogden Ordinances.

Section 7. Village Consents, Approvals and Cooperation.

Except as otherwise provided herein, whenever the consent, approval or cooperation of the Village, or of any of its employees, consultants, attorneys, agents or representatives, is required to be given or rendered under the provisions of this Agreement or otherwise, the same shall not be unreasonably withheld, delayed or conditioned.

Section 8. No Implied Waiver of Village Rights. The Village shall be under no obligation to exercise rights granted to it in this Agreement except as it shall determine to be in its best interest from time to time. Except to the extent embodied in a duly authorized and written waiver of the Village, no failure to exercise at any time any right granted herein to the Village shall be construed as a waiver of that or any other right.

Section 9. Time of Essence. Time is of the essence in the performance of all terms and provisions of this Agreement.

Section 10. Notices. All notices and other communications in connection with this Agreement shall be in writing and shall be deemed delivered to the addressee thereof (1) when delivered in person on a business day at the address set forth below, or (2) on the third business day after being deposited in any main or branch United States post office, for delivery by properly addressed, postage prepaid, certified or registered mail, return receipt requested, at the address set forth below, or (3) by facsimile transmission, when transmitted to the facsimile telephone number set forth below, when actually received and when accompanied by mailing as provided in phrase (2) of this Section above.

Notices and communications to the School shall be addressed to, and delivered at, the following addresses:

with a copy to:

Kensington Hinsdale Building LLC
Attn: Charles Marlas
743 McClintock Drive
Burr Ridge, Illinois 60527

Zabel Law, LLC
Attn: Jeffrey Sanchez
55 W. Monroe St., Suite 3950
Chicago, IL 60603

Notices and communications to the Village shall be addressed to and delivered at, these addresses:

with a copy to:

Village of Hinsdale
19 Chicago Avenue
Hinsdale, Illinois 60521
Attention: Village Manager
Fax: (630) 789-7015

Klein, Thorpe & Jenkins
20 North Wacker Drive, Suite 1660
Chicago IL 60606-2903
Attention: Michael A. Marrs
Fax: (312) 984-6444

By notice complying with the requirements of this Section 10, each Party shall have the right to change the address or addressee, or both, for all future notices and communications to such Party.

Section 11. Enforcement and Remedies.

A. Enforcement. The Parties may enforce or compel the performance of this Agreement, in law or in equity, by suit, action, mandamus, or any other proceeding, including

without limitation specific performance; provided, however, that the School agrees that it will not seek, and does not have the right to seek, to recover a judgment for monetary damages against the Village or any elected or appointed officials, officers, employees, agents, representatives, engineers, or attorneys thereof, on account of the negotiation, execution, or breach of any of the terms and conditions of this Agreement except for damages actually incurred by the School as a result of a breach by the Village of this Agreement.

In the event of a judicial proceeding brought by one Party to this Agreement against the other Party for enforcement or for breach of any provision of this Agreement, the prevailing Party in any such judicial proceeding shall be entitled to reimbursement from the unsuccessful Party of all costs and expenses, including reasonable attorneys' fees, incurred in connection with the prosecution or defense of such judicial proceeding.

B. Remedies. In the event of a breach of this Agreement, the Parties agree that the Party alleged to be in breach shall have, unless specifically provided otherwise by any other provision of this Agreement, thirty (30) days after notice of any breach delivered in accordance with Section 10 of this Agreement to correct the same prior to the non-breaching Party's pursuit of any remedy provided for in this Section 11; provided, however, that the thirty (30) day period shall be extended, but only (1) if the alleged breach is not reasonably susceptible to being cured within the thirty (30) day period, and (2) if the defaulting Party has promptly initiated the cure of the breach, and (3) if the defaulting Party diligently and continuously pursues the cure of the breach until its completion. If any Party shall fail to perform any of its obligations under this Agreement, and if the Party affected by the default shall have given written notice of the default to the defaulting Party, and if the defaulting Party shall have failed to cure the default as provided in this Subsection B (an "Event of Default"), then, in addition to any and all other remedies that may be available, either in law or equity, the Party affected by the Event of Default shall have the right (but not the obligation) to take any action as in its discretion and judgment shall be necessary to cure the breach that gave rise to such Event of Default. In any event, the defaulting Party hereby agrees to pay and reimburse the Party affected by the breach all costs and expenses reasonably incurred by it in connection with action taken to cure the breach.

Section 12. Amendments and Waiver. No modification, addition, deletion, revision, alteration, or other change to this Agreement shall be effective unless and until the change is reduced to writing and executed and delivered by the Parties. No term or condition of this Agreement shall be deemed waived by any Party unless the term or condition to be waived, the circumstances giving rise to the waiver and, where applicable, the conditions and limitations on the waiver are set forth specifically in a duly authorized and written waiver of such Party. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition of this Agreement, nor shall waiver of any breach be deemed to constitute a waiver of any subsequent breach whether of the same or different provisions of this Agreement.

Section 13. Authority to Execute. The Parties hereby acknowledge and agree that all required notices, meetings, and hearings have been properly given and held by the Village with respect to the approval of this Agreement and agree not to challenge the legality or

enforceability of this Agreement or any of the obligations created by it on the grounds of any procedural or substantive infirmity or any denial of any procedural or substantive right. The Village hereby warrants and represents to the School that the persons executing this Agreement on its behalf have been properly authorized to do so by the Corporate Authorities. The School represents that: (1) the School has the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth herein, (2) all legal actions needed to authorize the School's execution, delivery, and performance of this Agreement have been taken, and (3) neither the execution of this Agreement nor the performance of the obligations assumed by the School hereunder will (i) result in a breach or default under any agreement to which the School is a party or to which the School or the Property is bound or (ii) to the School's knowledge, violate any statute, law, restriction, court order or agreement to which the School or the Property is subject.

Section 14. Entire Agreement. This Agreement shall constitute the entire agreement of the Parties relative to the design and construction of the Underground Water Vault, all prior agreements, communications and understandings of and between the Parties, whether written or oral, being expressly merged into and superseded by this Agreement.

Section 15. Assignment. The School shall not assign or transfer the School's interest in this Agreement to any other entity without the prior written consent of the Village, which consent may be withheld in the Village's sole discretion, and provided further, that the School shall not be released from its obligations hereunder as a result of such assignment unless expressly released by the Village. In the event the Village shall consent to an assignment, the School shall deliver to the Village a copy of the fully-executed assignment and assumption by the School, as assignor, and the assignee within five (5) business days of the closing on the assignment.

Section 16. Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois. The Parties agree that for the purpose of any litigation or proceeding brought with regard to this Agreement and its enforcement, venue shall be in the Circuit Court of DuPage County, Illinois. The Village and School agree to submit to the jurisdiction of such court for the purpose of any such litigation or proceeding.

Section 17. Severability. If any of the provisions of this Agreement, or the application thereof to any person or circumstance, shall be invalid or unenforceable to any extent, the remainder of the provisions of this Agreement shall not be affected thereby, and every other provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Section 18. Exhibits. The following Exhibits attached to this Agreement are by this reference incorporated herein and made a part hereof:

Exhibit A – Final Plat of Subdivision Showing Drainage Easement

[signatures appear on next page]

IN WITNESS WHEREOF, the Parties have hereunto set their hands as of the dates set forth below their respective signatures, to be effective as of the Effective Date.

VILLAGE OF HINSDALE, an Illinois municipal corporation

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

Date: _____

ATTEST:

By: _____
Christine Bruton
Village Clerk

Kensington Hinsdale Building LLC, an Illinois limited liability company

By: _____

Date: _____

ACKNOWLEDGEMENTS

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

The foregoing instrument was acknowledged before me on _____, 201__,
by Thomas K. Cauley, Jr., the Village President of the VILLAGE OF HINSDALE, an Illinois municipal
corporation, and by Christine Bruton, the Village Clerk of said municipal corporation.

Signature of Notary

SEAL

My Commission expires: _____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me on _____, 201__, by _____
_____, the _____ of Kensington Hinsdale Building LLC, an Illinois limited
liability company, which individual is known to me to be the same person who signed the
foregoing instrument as such Managing Member of said limited liability company for and on
behalf of said limited liability company, and that he executed the same as his free and voluntary
act and deed, and as the free and voluntary act and deed of said company, for the uses and
purposes therein mentioned.

Signature of Notary

SEAL

My Commission expires: _____



REQUEST FOR BOARD ACTION
Community Development

AGENDA SECTION: First Reading – ZPS

SUBJECT: Major Adjustment to Detailed Plan to Revise and Add a Window to the duplex homes of the 64-Unit Residential Planned Development
Detailed Plan Hinsdale Meadows, LLC (Case A-51-18)

MEETING DATE: November 20, 2018

FROM: Chan Yu, Village Planner

Recommended Motion

Move to Approve an Ordinance approving a Third Major Adjustment to a Planned Development - Hinsdale Meadows (Southeast Corner of 55th Street and County Line Road) – Hinsdale Meadows, LLC.

Background

On December 11, 2017, the Board of Trustees (BOT) approved Ordinance O2017-52, approving a Detailed Plan for a 64-unit residential Planned Development, at the southeast corner of 55th Street and County Line Road for Hinsdale Meadows, LLC (Case A-25-17). The floor plans and elevation plans of each type/style of home are included in the Detailed Plan.

This request is to revise the floor plan, change window size and add a new window to the duplex Villa homes at Hinsdale Meadows. There is a side-by-side comparison in the application (Attachment 1) and the differences are summarized as follows:

1. Building Elevation Change – additional window on the second level.
2. Building Elevation Change – smaller row of windows on the second level.
3. Floorplan Change – removing one stair on the main level stair case.
4. Floorplan Change – adding one step on the second level stair case.
5. Floorplan Change – adding one window on the second level (to reflect the above building elevation change).

The request does not affect the approved bulk, space and yard requirements (for example, building/lot coverage, floor area ratio and height).

The first major adjustment was approved on April 17, 2018, to replace stucco and brick with hardie board and stone. The second major adjustment was approved on October 16, 2018, to add a new floorplan option to the “Carlyle” duplex home.

Discussion & Recommendation

Should the Board find the request is not in substantial conformity with the Detailed Plan for a Planned Development as approved, “Move to refer the request to the Plan Commission for further hearing and review.”

Village Board and/or Committee Action

N/A



REQUEST FOR BOARD ACTION

Documents Attached

Draft Ordinance

1. Major Adjustment Application and Exhibits
2. Zoning Map and Project Location

VILLAGE OF HINSDALE

ORDINANCE NO. _____

**AN ORDINANCE APPROVING A THIRD MAJOR ADJUSTMENT
TO A PLANNED DEVELOPMENT – HINSDALE MEADOWS (SOUTHEAST
CORNER OF 55TH STREET AND COUNTY LINE ROAD) –
HINSDALE MEADOWS, LLC**

WHEREAS, Hinsdale Meadows, LLC (the "Applicant"), has submitted an application (the "Application") seeking a third major adjustment to its existing approved planned development (the "Planned Development") at what is now known as Hinsdale Meadows, a 24.5 acre site at the southeast corner of 55th Street and County Line Road, Hinsdale, Illinois (the "Subject Property"), located in the R-2 Single-Family Residential Zoning District; and

WHEREAS, the Village has previously approved the concept plans and a special use permit for the Planned Development in Ordinance No. O2017-08, passed and approved on March 7, 2017, and the detailed plans (including exterior appearance plans), associated waivers and variations, and a redevelopment agreement (the "Redevelopment Agreement") for the Planned Development, in Ordinance No. O2017-52, passed and approved on December 11, 2017, and First Major Adjustment to the approved plans for the Planned Development, pursuant to subsection 11-603(K)(2) of the Hinsdale Zoning Code on April 17, 2018, and Second Major Adjustment to the approved plans for the Planned Development, pursuant to subsection 11-603(K)(2) of the Hinsdale Zoning Code on October 16, 2018; and

WHEREAS, the Applicant now seeks approval of a major adjustment (the "Third Major Adjustment") to the approved plans for the Planned Development, pursuant to subsection 11-603(K)(2) of the Hinsdale Zoning Code (the "Application"). The Third Major Adjustment proposes to add one (1) additional window, modify three (3) existing windows, and adjust the interior staircases of the duplex "Becket" homes within the Planned Development; and

WHEREAS, the Board of Trustees of the Village have duly considered the materials, facts and circumstances affecting the Application, and find that the Application meets the standards set forth in Section 11-603 for approval of such adjustments, and will be in substantial conformity with the approved plan for the Planned Development, as amended, in conformance with Subsection 11-603(K)(2) of the Hinsdale Zoning Code.

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 Third Major Adjustment to the Planned Development - Adjusted Plans. The Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and Subsection 11-603(K)(2) of the Hinsdale Zoning Code, approves the Third Major Adjustment to the previously approved plans for the Planned Development for the Subject Property, to allow for the addition of one (1) window on the second level, the modification of three (3) existing windows, and the modification of the staircases of the duplex "Becket" homes within the Planned Development, all as detailed and depicted on the Adjusted Plans attached hereto and incorporated herein as **Exhibit A**. Said Third Major Adjustment is approved subject to the conditions set forth in Section 3 of this Ordinance. The previous Ordinances giving approvals or granting adjustments to the Planned Development, and the Final Plans, are hereby amended to the extent provided, but only to the extent provided, by the approval granted herein.

SECTION 3: Conditions on Approvals. The approval granted in Section 2 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 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, the previous approving or adjustment Ordinances and the existing Redevelopment Agreement between the Village and Applicant.
- B. **Compliance with Plans.** All work on the Subject Property shall be undertaken in strict compliance with the approved plans and specifications, including the Adjusted Plans attached as **Exhibit A**.
- C. **Compliance with Codes, Ordinances, and Regulations.** Except as specifically set forth in this Ordinance, the previous approving or adjustment Ordinances, and the Redevelopment Agreement between the Village and Applicant, 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 and sign 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, the previous approving or adjustment Ordinances, the Redevelopment Agreement between the Parties, 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 hereby repealed.

SECTION 6: 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 this _____ day of _____ 2018.

Thomas K. Cauley, Jr., Village President

ATTEST:

Christine M. Bruton, Deputy Village Clerk

ACKNOWLEDGEMENT AND AGREEMENT BY THE APPLICANT TO THE
CONDITIONS OF THIS ORDINANCE:

By: _____

Its: _____

Date: _____, 2018

EXHIBIT A

ADJUSTED PLANS

Hinsdale Meadows, LLC

October 25, 2018

Board of Trustees, Village of Hinsdale
Kathleen Gargano, Village Manager
Robert McGinnis, Director of Community Development
Chan Yu, Village Planner

Re: Hinsdale Meadows – Request for Approval of Additional Floor Plan for Duplex Buildings

As we have discussed with Robb McGinnis, we would like to modify the exterior elevation for our “Becket” Duplex home. During construction of our model we found we were not satisfied with the head room on our staircase going to second level and amount of light in the home. Accordingly, this requested modification involves adding one additional window on the second floor landing and modifying three existing upstairs bedroom windows. We believe the additional window will satisfy the need for more light in the home and the revisions to the three windows on the adjacent wall will match the new window in size and height. Also we are requesting to adjust the staircase going from the main to the second level, to allow for the extra head room and to pull the end of the stairs away from the first floor window. We will remove one stair and add a step in the loft on the second level. These changes can be seen in the attached elevation and floor plan comparisons and can be summarized as follows:

1. Building Elevation Changes:
 - a. Additional window at second level
 - b. Modified windows in upstairs bedroom
2. Floorplan Changes:
 - a. Reconfigured stair case on main level by removing one stair
 - b. Added one step on second level loft
 - c. Added one window on second level

We believe the new residents will appreciate the additional head room on the stair case along with more light coming into the home. The building elevation changes are minor as compared to our already approved Becket plan.

The following items are attached to this letter:

- Item 1: Applications and Certificates for a “Major Change” for a Planned Development
Item 2: Building Elevation Comparison between our original Becket plan and our new Becket plan
Item 3: Building Floor Plan Comparison between our original Becket plan and our new Becket plan

Thank you for your consideration of our request, and we look forward to meeting with you to discuss.

Sincerely yours,

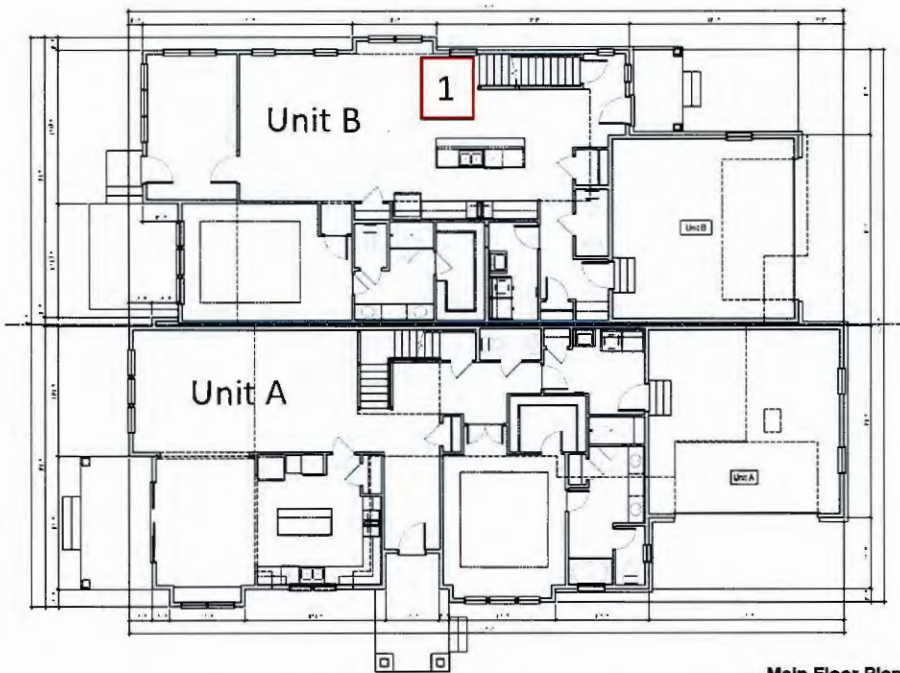


Jerry James

CC: Edward R. James
Michael Zentner

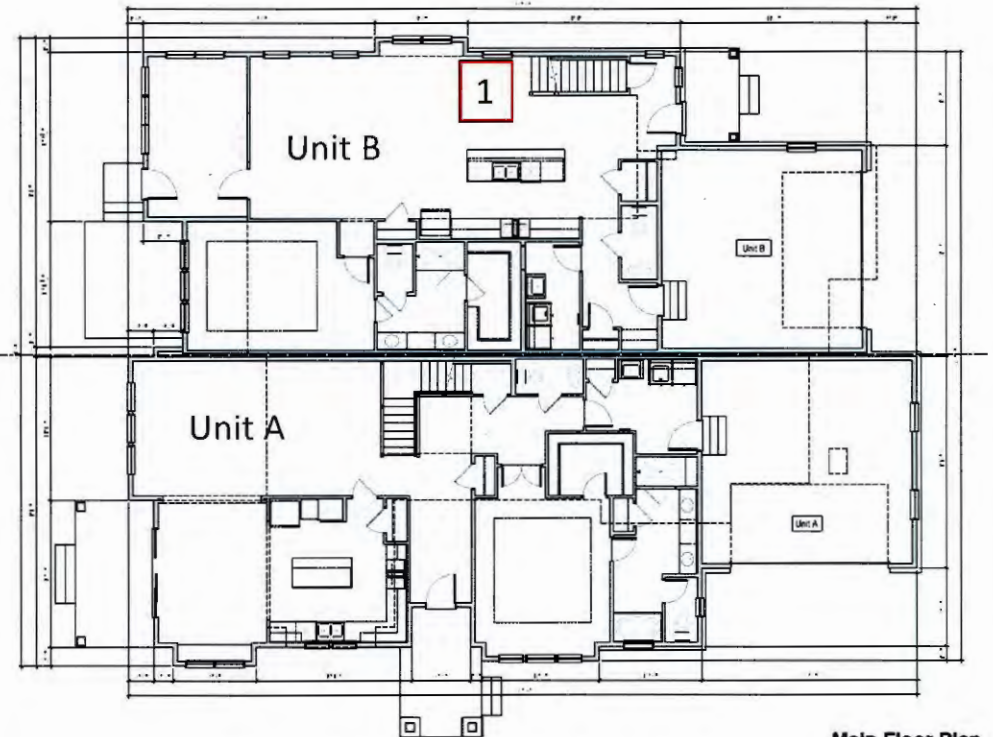
Revisions to Duplex "B" Unit Main Floor

1. Removing one stair in Unit B



Main Floor Plan

Original A/B Duplex Villa Plan

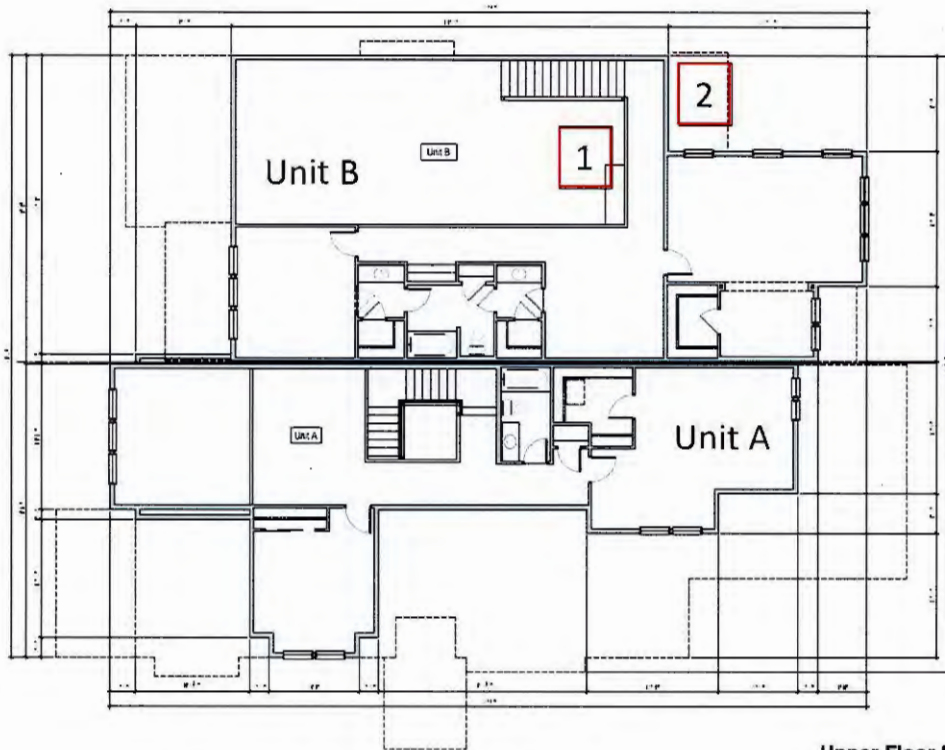


Main Floor Plan

Revision to A/B Duplex Villa Plan

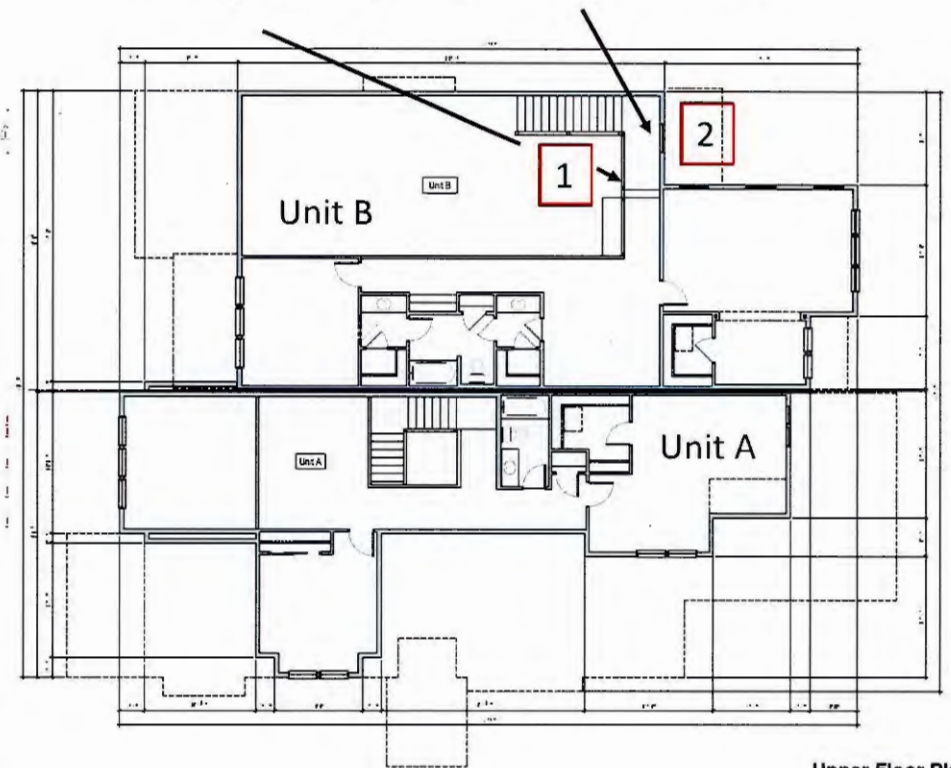
Revisions to Duplex "B" Unit Upper Floor

1. Adding one step 2. Adding one window



Original A/B Duplex Villa Plan

Upper Floor Plan

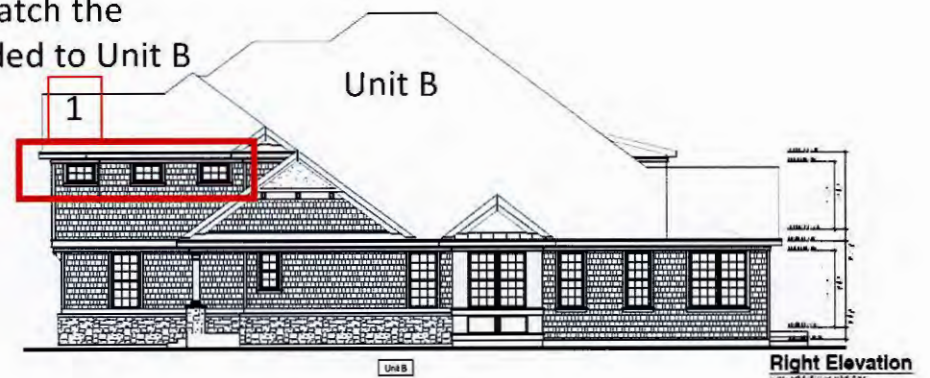
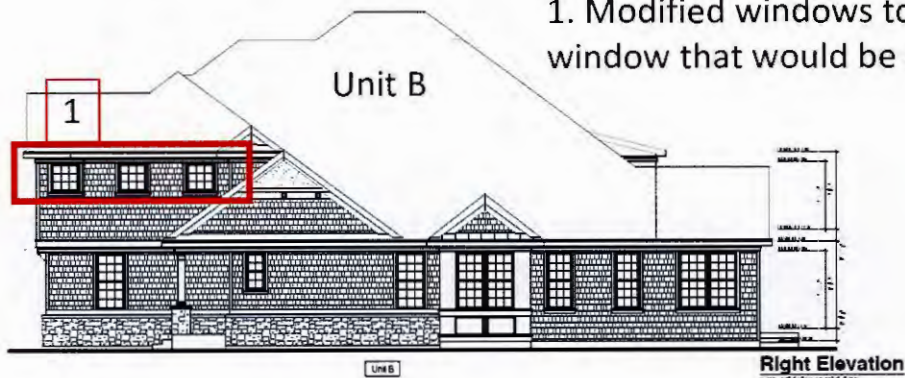


Revision to A/B Duplex Villa Plan

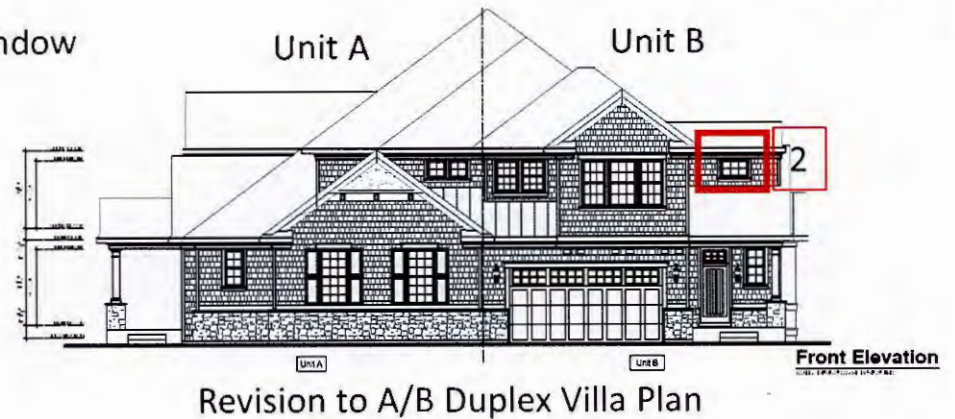
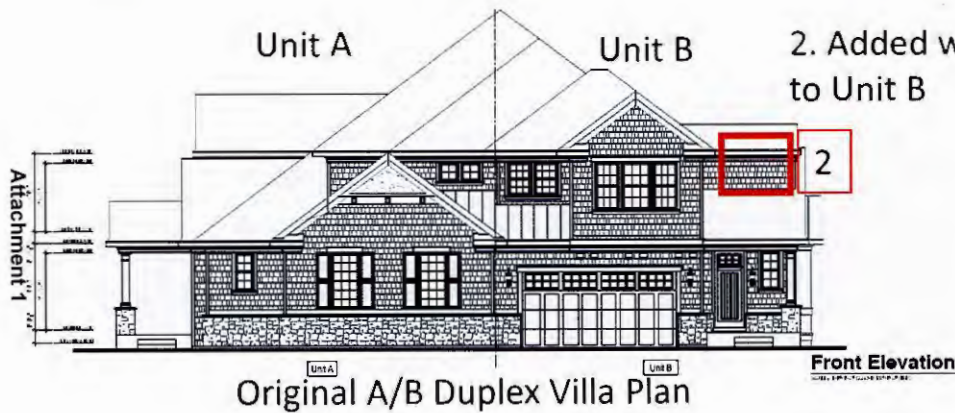
Upper Floor Plan

Revisions to Duplex "B" Unit Side and Front Elevation

1. Modified windows to match the window that would be added to Unit B

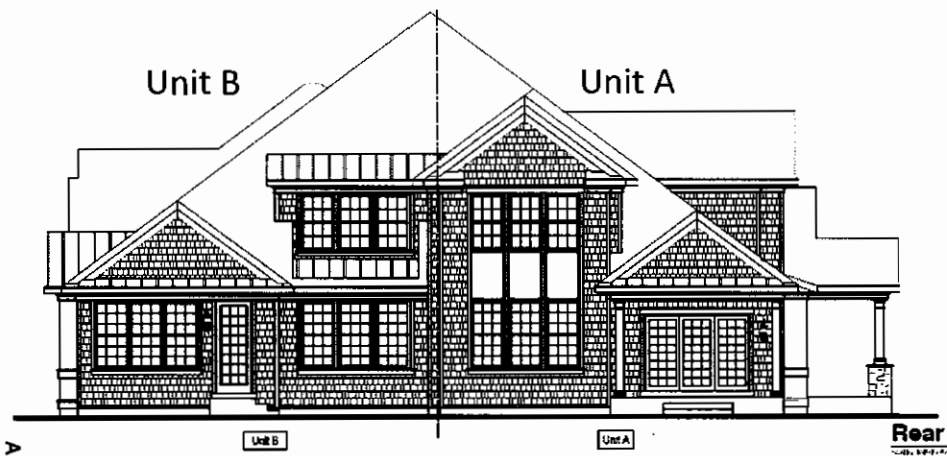


2. Added window to Unit B

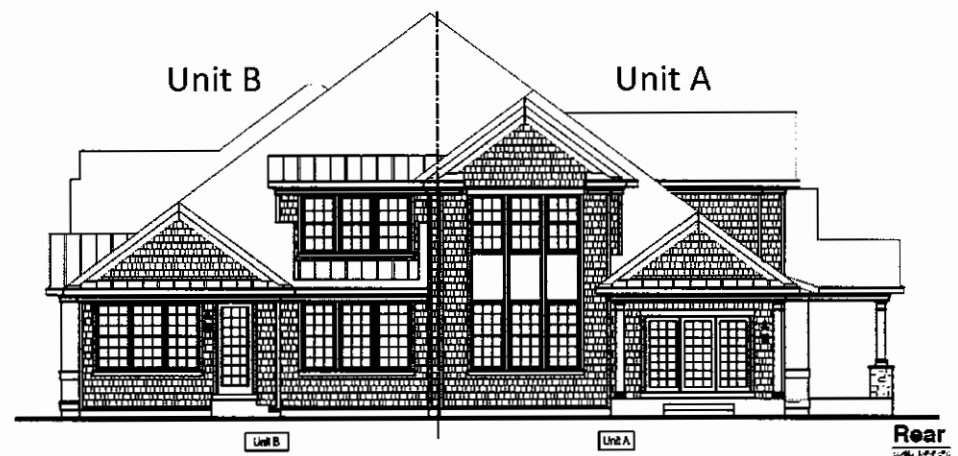


Revisions to Duplex "B" Unit Rear Elevation

No changes to the rear elevation



Original A/B Duplex Villa Plan



Revision to A/B Duplex Villa Plan



**MAJOR ADJUSTMENT TO PLANNED
DEVELOPMENT
COMMUNITY DEVELOPMENT
DEPARTMENT**

***Must be accompanied by completed Plan Commission Application**

Address of proposed request: Southeast corner of 55th and County Line Road

Proposed Planned Development request: Approval of an exterior change of the currently approved "Becket" floorplan that includes adding one window, modifying three existing windows to match the new added window and adjusting the main to upper level stair configuration.

Amendment to Adopting Ordinance Number: 02017-52

REVIEW CRITERIA:

Paragraph 11-603K2 of the Hinsdale Zoning Code regulates Major Adjustments to a Final Planned Development that are under construction and Subsection 11-603L regulates Amendments to Final Plan Developments Following Completion of Development and refers to Subsection 11-603K. Any adjustment to the Final Plan not authorized by Paragraph 11-603K1 shall be considered to be a Major Adjustment and shall be granted only upon application to, and approval by, the Board of Trustees. The Board of Trustees may, by ordinance duly adopted, grant approval for a Major Adjustment without a hearing upon finding that any changes in the Final Plans as approved will be in substantial conformity with said Final Plan. If the Board of Trustees determines that a Major Adjustment is not in substantial conformity with the Final Plan as approved, then the Board of Trustees shall refer the request to the Plan Commission for further hearing and review.

1. Explain how the proposed major adjustment will be in substantial conformity with said plan.

The proposed major adjustment will be in substantial conformity with the Final Plan, since it only relates to adding one window, modifying the three existing windows to match the new window and adjusting the stair case. The requested change has no impact on the approved planned development standards, and results in only very minor and subtle revisions to the exterior building elevation.

2. Explain the reason for the proposed major adjustment.

From our experience we believe that our customers will appreciate the increased head room and additional light in the unit. The additional head room is achieved by removing one step from the staircase, effectively lowering the stairs from the main level to the upper level and pulling the end of the stairs away from the first floor window. We are then adding back that one step to the loft on the upper level. The additional light for the unit will be achieved by adding the extra window and modifying the three adjacent windows to match the new window.



**VILLAGE
OF HINSDALE** FOUNDED IN 1871

**VILLAGE OF HINSDALE
COMMUNITY DEVELOPMENT
DEPARTMENT**

PLAN COMMISSION APPLICATION

I. GENERAL INFORMATION

Applicant

Name: Hinsdale Meadows, LLC
Address: 2550 Waukegan Road
City/Zip: Glenview, IL 60025
Phone/Fax: (847) 724 8200 / 847 724 8185
E-Mail: mpz@erjames.com

Owner

Name: Hinsdale Meadows, LLC
Address: 2550 Waukegan Road
City/Zip: Glenview, IL 60025
Phone/Fax: (847) 724 8200 / 847 724 8185
E-Mail: jsj@erjames.com

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

Name: BSB Design
Title: Architect
Address: 3436 North Kennicott Suite 100
City/Zip: Arlington Heights, IL 60014
Phone/Fax: (847) 705 2200 /
E-Mail: jmulcrone@BSBDesign.com

Name: _____
Title: _____
Address: _____
City/Zip: _____
Phone/Fax: () _____ / _____
E-Mail: _____

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

- 1) None
- 2) _____
- 3) _____

II. SITE INFORMATION

Address of subject property: S. E. Corner of County Line Road and 55th Street

Property identification number (P.I.N. or tax number): No - Change - _____

Brief description of proposed project: Our application is for a minor exterior elevation change to the previously approved planned development.

The revision to the "Becket" plan will involve adding one additional window, modifying three existing windows and will not result in any changes to building or lot coverage ratios.

General description or characteristics of the site: The site has been approved for an age-targeted planned development for 64 homes.

Existing zoning and land use: R-2 Planned Development

Surrounding zoning and existing land uses:

North: 55th Street and R-1 Residential north of 55th

South: Hospital Campus (R-2) & KLM Park (OS) & R-5

East: Residential - single family homes, not in Hinsdale

West: County Line Road & R-3 Residential west of County Line

Proposed zoning and land use: R-2 Planned Development

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

☐ Site Plan Approval 11-604

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

☐ Design Review Permit 11-605E

☒ Exterior Appearance 11-606E

☐ Planned Development 11-603E

☐ Special Use Permit 11-602E
Special Use Requested: _____

☐ Development in the B-2 Central Business District Questionnaire

TABLE OF COMPLIANCE - Hinsdale Meadows

Address of subject property: SE Corner of County Line Road and 55th Street

Note: The proposed Major Adjustment to a Planned Development does not affect the previous Table of Compliance, so all responses below are shown as "N/A"

You may write "N/A" if the application does NOT affect the building/subject property.	Minimum Code requirements	Proposed - Single Family Homes	Proposed - Duplex Homes
Minimum Lot Area (s.f.)	N/A	N/A	N/A
Minimum Lot Depth	N/A	N/A	N/A
Minimum Lot Width	N/A	N/A	N/A
Building Height	N/A	N/A	N/A
Building Elevation	N/A	N/A	N/A
Number of Stories	N/A	N/A	N/A
Front Yard Setback	N/A	N/A	N/A
Corner Side Yard Setback	N/A	N/A	N/A
Interior Side Yard Setback	N/A	N/A	N/A
Combination Side Yard Setback	N/A	N/A	N/A
Rear Yard Setback	N/A	N/A	N/A
Maximum Floor Area Ratio (FAR)	N/A	N/A	N/A
Maximum Building Coverage	N/A	N/A	N/A
Maximum Total Lot Coverage	N/A	N/A	N/A
Parking Requirements	N/A	N/A	N/A
Parking front yard setback	N/A	N/A	N/A
Parking corner side yard setback	N/A	N/A	N/A
Parking interior side yard setback	N/A	N/A	N/A
Parking rear yard setback	N/A	N/A	N/A
Loading requirements	N/A	N/A	N/A
Accessory Structure Information	N/A	N/A	N/A

CERTIFICATION

The Applicant certifies and acknowledges and agrees that:

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

On the 25th day of October, 2018, I/We have read the above certification, understand it, and agree to abide by its conditions.

Signature of applicant or authorized agent

Jerry James
Name of applicant or authorized agent

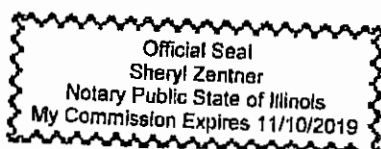
Signature of applicant or authorized agent

Name of applicant or authorized agent

SUBSCRIBED AND SWORN
to before me this 25th day of
October, 2018.

Sheryl Zentner
Notary Public

4



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: Hinsdale Meadows, LLC

Owner's name (if different): same

Property address: SEC 55th and County Line Road

Property legal description: [attach to this form]

Present zoning classification: R-2, Single Family Residential

Square footage of property: 24.4 acres

Lot area per dwelling: Varies

Lot dimensions: var x var

Current use of property: Approved for Planned Development

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

Approval sought: ☐ Building Permit ☐ Variation
☐ Special Use Permit ☐ Planned Development
☐ Site Plan ☐ Exterior Appearance
☐ Design Review
☒ Other: PD Adjustment - "Becket" Ext. EL. Change

Brief description of request and proposal:

Request for approval of adding one window and modifying three existing windows

Plans & Specifications: [submit with this form]

Provided: **Required by Code:**

Yards:

front:	_____	<u>No change</u>
interior side(s)	_____/____	<u>N/C /N/C</u>

Provided:

Required by Code:

corner side	_____	<u>No change</u>
rear	_____	<u>No change</u>

Setbacks (businesses and offices):

front:	_____	<u>N/A</u>
interior side(s)	____ / ____	<u>N/A / ____</u>
corner side	_____	<u>N/A</u>
rear	_____	<u>N/A</u>
others:	_____	<u>N/A</u>
Ogden Ave. Center:	_____	<u>N/A</u>
York Rd. Center:	_____	<u>N/A</u>
Forest Preserve:	_____	<u>N/A</u>

Building heights:

principal building(s):	_____	<u>No change</u>
accessory building(s):	_____	<u>N/A</u>

Maximum Elevations:

principal building(s):	_____	<u>No change</u>
accessory building(s):	_____	<u>N/A</u>

Dwelling unit size(s):	_____	<u>No change</u>
------------------------	-------	------------------

Total building coverage:	_____	<u>No change</u>
--------------------------	-------	------------------

Total lot coverage:	_____	<u>No change</u>
---------------------	-------	------------------

Floor area ratio:	_____	<u>No change</u>
-------------------	-------	------------------

Accessory building(s):	<u>N/A</u>	_____
------------------------	------------	-------

Spacing between buildings: [depict on attached plans]

principal building(s):	<u>No change</u>	_____	_____
accessory building(s):	<u>N/A</u>	_____	_____

Number of off-street parking spaces required: N/A

Number of loading spaces required: N/A

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: _____

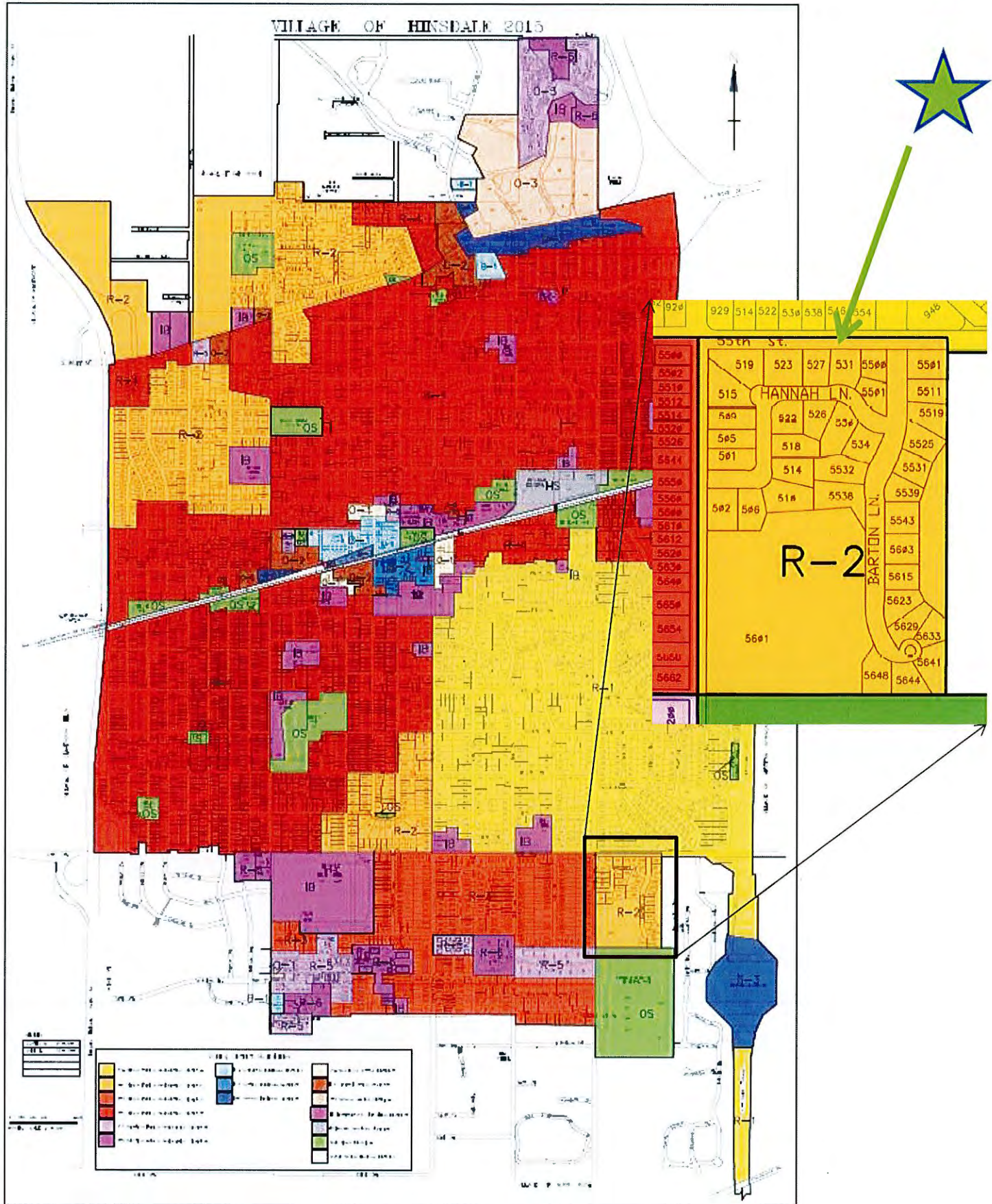
Applicant's signature

Jerry S. James

Applicant's printed name

Dated: 10/23, 2018.

Attachment 2: Village of Hinsdale Zoning Map and Project Location



REQUEST FOR BOARD ACTION
Finance

AGENDA SECTION: Consent – ACA

SUBJECT: Accounts Payable-Warrant #1658

MEETING DATE: November 20, 2018

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

Recommended Motion

Move to approve payment of the accounts payable for the period of November 9, 2018 through November 20, 2018 in the aggregate amount of \$942,699.08 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 #1658 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 #1658

VILLAGE OF HINSDALE

ACCOUNTS PAYABLE WARRANT REGISTER #1658

FOR PERIOD November 9, 2018 through November 20, 2018

The attached Warrant Summary by Fund and Warrant Register listing TOTAL DISBURSEMENTS FOR ALL FUNDS of \$942,699.08 reviewed and approved by the below named officials.

APPROVED BY  DATE 11/15/18
VILLAGE TREASURER/ASSISTANT VILLAGE MANAGER

APPROVED BY  DATE 11/16/18
VILLAGE MANAGER

APPROVED BY _____ DATE _____
VILLAGE TRUSTEE

Village of Hinsdale
Schedule of Bank Wire Transfers and ACH Payments
1658

Payee Date	Description	Vendor Invoice	Invoice Amount
Electronic Federal Tax Payment Systems			
11/16/2018	Village Payroll #23 - Calendar 2018	FWH/FICA/Medicare	\$ 87,305.32
Illinois Department of Revenue			
11/16/2018	Village Payroll #23 - Calendar 2018	State Tax Withholding	\$ 18,247.49
ICMA - 457 Plans			
11/16/2018	Village Payroll #23 - Calendar 2018	Employee Withholding	\$ 17,541.35
HSA PLAN CONTRIBUTION			
11/16/2018	Village Payroll #23 - Calendar 2018	Employer/Employee Withholding	\$ 1,169.25
Intergovernmental Personnel Benefit Cooperative		Employee Insurance	\$ -
Illinois Municipal Retirement Fund		Employer/Employee	\$ 76,441.88
Total Bank Wire Transfers and ACH Payments			\$ 200,705.29

ipbc-general	-
payroll	<u>200,705.29</u>
	200,705.29

Village of Hinsdale
#1658
Summary By Fund

Recap By Fund	Fund	Regular Checks	ACH/Wire Transfers	Total
General Fund	10000	184,974.63	-	184,974.63
Motor Fuel Tax Fund	23000	715.00	-	715.00
2009 Limited Source Bonds	32754	400.00	-	400.00
Capital Project Fund	45300	70,556.31	-	70,556.31
Water & Sewer Operations	61061	406,350.22	-	406,350.22
Escrow Funds	72100	71,700.00	-	71,700.00
Payroll Revolving Fund	79000	7,297.63	200,705.29	208,002.92
Total		741,993.79	200,705.29	942,699.08

Run date: 15-NOV-18

Village of Hinsdale

Page: 1

WARRANT REGISTER: 1658

DATE: 11/20/18

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
CARMAX OF NAPERVILLE			
222407	COVERT CAR-CIP ITEM	1476558	\$14,394.00
Total for Check: 115920			\$14,394.00
VOID 115921			
SPRINT			
222414	PHONE CHARGES	OCTOBER	\$223.16
222414	PHONE CHARGES	OCTOBER	\$44.63
222414	PHONE CHARGES	OCTOBER	\$624.86
222414	PHONE CHARGES	OCTOBER	\$357.46
222414	PHONE CHARGES	OCTOBER	\$44.63
222414	PHONE CHARGES	OCTOBER	\$44.63
222414	PHONE CHARGES	OCTOBER	\$44.63
222414	PHONE CHARGES	OCTOBER	\$89.27
222414	PHONE CHARGES	OCTOBER	\$89.27
222414	PHONE CHARGES	OCTOBER	\$178.65
222414	PHONE CHARGES	OCTOBER	\$89.27
222414	PHONE CHARGES	OCTOBER	\$89.27
222414	PHONE CHARGES	OCTOBER	\$401.70
Total for Check: 115922			\$2,321.43
COMCAST			
222415	POLICE 11/5-12/4	8771201110036781	\$162.90
Total for Check: 115923			\$162.90
COMCAST			
222417	KLM 11/5-12/4	8771201110036807	\$104.85
Total for Check: 115924			\$104.85
COMCAST			
222418	WATER 11/5-12/4	8771201110036815	\$144.85
Total for Check: 115925			\$144.85
COMCAST			
222419	VILLAGE HALL 11/5-12/4	8771201110036757	\$254.85
Total for Check: 115926			\$254.85
VOID 115927			
BMO HARRIS BANK N.A.			
222420	MISCELLANEOUS CHARGES	OCTOBER	\$325.00
222420	MISCELLANEOUS CHARGES	OCTOBER	\$5.00
222420	MISCELLANEOUS CHARGES	OCTOBER	\$165.00
222420	MISCELLANEOUS CHARGES	OCTOBER	\$1,096.38
222420	MISCELLANEOUS CHARGES	OCTOBER	\$53.96
222420	MISCELLANEOUS CHARGES	OCTOBER	\$90.11
222420	MISCELLANEOUS CHARGES	OCTOBER	\$19.14
222420	MISCELLANEOUS CHARGES	OCTOBER	\$1,281.09
222420	MISCELLANEOUS CHARGES	OCTOBER	\$220.00
222420	MISCELLANEOUS CHARGES	OCTOBER	\$346.41
222420	MISCELLANEOUS CHARGES	OCTOBER	\$1,105.10

WARRANT REGISTER: 1658

DATE: 11/20/18

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
222420	MISCELLANEOUS CHARGES	OCTOBER	\$4.95
222420	MISCELLANEOUS CHARGES	OCTOBER	\$502.86
222420	MISCELLANEOUS CHARGES	OCTOBER	\$415.23
222420	MISCELLANEOUS CHARGES	OCTOBER	\$267.36
222420	MISCELLANEOUS CHARGES	OCTOBER	\$599.00
222420	MISCELLANEOUS CHARGES	OCTOBER	\$86.02
222420	MISCELLANEOUS CHARGES	OCTOBER	\$165.00
222420	MISCELLANEOUS CHARGES	OCTOBER	\$89.95
222420	MISCELLANEOUS CHARGES	OCTOBER	\$113.30
222420	MISCELLANEOUS CHARGES	OCTOBER	\$10.83
222420	MISCELLANEOUS CHARGES	OCTOBER	\$40.00
222420	MISCELLANEOUS CHARGES	OCTOBER	\$528.00
222420	MISCELLANEOUS CHARGES	OCTOBER	\$29.97
222420	MISCELLANEOUS CHARGES	OCTOBER	\$226.77
222420	MISCELLANEOUS CHARGES	OCTOBER	\$238.00
Total for Check: 115928			\$8,024.43
A & B LANDSCAPING			
222476	LAWN MAINTENANCE-OCT	2018-400	\$4,305.00
222476	LAWN MAINTENANCE-OCT	2018-400	\$9,643.00
222476	LAWN MAINTENANCE-OCT	2018-400	\$51.50
222476	LAWN MAINTENANCE-OCT	2018-400	\$344.00
Total for Check: 115930			\$14,343.50
AIR ONE EQUIPMENT			
222290	HAZMAT METERS CALIBRATION	137013	\$280.00
222291	MSA COMPRESSOR AIR QUALIT	137014	\$145.00
Total for Check: 115931			\$425.00
ALBERTS, JOSEPH			
222552	CONT BD-730 S LINCOLN	24498	\$1,000.00
Total for Check: 115932			\$1,000.00
ALEXANDER EQUIPMENT			
222460	TOOLS-HAND SAWS	149401	\$136.40
Total for Check: 115933			\$136.40
AMAZING RESTORATIONS			
222389	CONT BD-11 SALT CREEK-130	24999	\$10,000.00
Total for Check: 115934			\$10,000.00
ANDRES MEDICAL BILLING LT			
222500	OCTOBER COLLECTIONS	244862	\$2,567.40
Total for Check: 115935			\$2,567.40
APTEAN, INC.			
222561	SOFTWARE MAIN-DEC 2018	RI-742309	\$6,698.95
Total for Check: 115936			\$6,698.95

VOID 115929

Run date: 15-NOV-18

Village of Hinsdale

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WARRANT REGISTER: 1658

DATE: 11/20/18

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
ARAMARK UNIFORM SERVICES			
222292	CARPET CLEANING SVC	2081767514	\$132.19
222479	MAT SERVICE	2081776996	\$126.93
222480	CARPET SERVICE	2081776989	\$132.19
222481	CARPET SERVICE	2081786309	\$132.19
Total for Check: 115937			\$523.50
ATLAS RESTORATION			
222557	CONT BD-835 S BODIN	24494	\$500.00
Total for Check: 115938			\$500.00
B & T PAINTING			
222422	EXTERIOR PAINTING	2882	\$1,590.00
Total for Check: 115939			\$1,590.00
BANNERVILLE USA			
222421	2019 WINTER BROCHURE POST	26215	\$115.00
Total for Check: 115940			\$115.00
BELLINI, CAROLINE			
222390	CONT BD-625 JACKSON	24360	\$500.00
Total for Check: 115941			\$500.00
BIO-TRON, INC.			
222293	CARDIAC MONITOR EMER REPA	38651	\$690.00
Total for Check: 115942			\$690.00
BLUE CROSS BLUE SHIELD			
222544	REF RUN #HNIL-18-1499:1	DOS08022018	\$823.50
Total for Check: 115943			\$823.50
BOSWELL BLACKTOP PAVING			
222391	CONT BD-5606 CHILDS	25013	\$500.00
Total for Check: 115944			\$500.00
BURRIS EQUIPMENT CO			
222453	3 POINT HITCH LIFT ROD	PS19701	\$125.07
Total for Check: 115945			\$125.07
BUTTREY RENTAL SERVICE IN			
222461	COMIPRESSOR RENTAL	262329	\$561.50
Total for Check: 115946			\$561.50
CCP INDUSTRIES INC			
222467	PPE	IN02197125	\$51.17
222467	PPE	IN02197125	\$45.00
222467	PPE	IN02197125	\$45.00

WARRANT REGISTER: 1658

DATE: 11/20/18

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
222467	PPE	IN02197125	\$45.00
222467	PPE	IN02197125	\$45.00
Total for Check: 115947			\$231.17
CHG-718 W HICKORY			
222406	STMWR BD-718 W HICKORY	23692	\$8,900.00
Total for Check: 115948			\$8,900.00
CHRISTOPHER B BURKE			
222475	MADISON ST DRAINAGE IMPRO	146948	\$7,662.50
Total for Check: 115949			\$7,662.50
CINTAS FIRST AID & SAFETY			
222294	MEDICAL SUPPLIES	501248526	\$52.68
222294	MEDICAL SUPPLIES	501248526	\$52.69
Total for Check: 115950			\$105.37
CLARK BAIRD SMITH LLP			
222473	LEGAL FILE/LABOR GENERAL	10537	\$2,761.25
Total for Check: 115951			\$2,761.25
COMED			
222565	WARMING HOUSE/PADDLE HUT	0203017056	\$151.89
222566	CHESTNUT PARKING	0203065105	\$49.62
222567	CLOCK TOWER	0381057101	\$42.10
222568	314 SYMONDS DR	0417073048	\$133.38
222569	FOUNTAIN	0471095066	\$200.63
222570	BURLINGTON PARK	0499147045	\$34.32
222571	ROBBINS PARK	0639032045	\$70.55
222572	STREET LIGHTS	0697168013	\$40.33
222574	TRAFFIC SIGNALS	1653148069	\$2.34
222575	WASHINGTON	2378029015	\$49.48
222576	VEECK PARK	2425068008	\$1,644.70
222577	VEECK PARK-WP	3454039030	\$429.17
222578	BURLINGTON PARK	6583006139	\$81.85
Total for Check: 115952			\$2,930.36
CONNERS, KEVIN			
222448	TREE PLANTING REIMBURSE	1991067	\$260.00
Total for Check: 115953			\$260.00
CONSERV FS			
222296	LIGHTING MIX	66024387	\$385.75
Total for Check: 115954			\$385.75
CONSTELLATION NEWENERGY			
222563	STREET LIGHTS-9/19-10/19	13193505801	\$9,615.65
222564	53 VILLAGE PL-9/18-10/15	13188451401	\$403.87

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Village of Hinsdale

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WARRANT REGISTER: 1658

DATE: 11/20/18

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
		Total for Check:	115955
			\$10,019.52
COOK COUNTY TREASURER			
222498	TRAFFIC SIGNAL MAINTENANC	2018-3	\$24.00
		Total for Check:	115956
			\$24.00
CORE & MAIN LP			
222297	LEAD METER SEALS	J635732	\$50.00
222298	WATER MAIN MATERIALS	J635718	\$3,703.11
222470	WATER MAIN REPAIR MATERIA	J712316	\$1,179.00
222471	METER CHANGE-MED REASON	J719185	\$190.52
		Total for Check:	115957
			\$5,122.63
CORNELL, MONTGOMERY			
222586	REFUND OF 50/50 SIDEWALK	111418	\$715.00
		Total for Check:	115958
			\$715.00
COURTNEYS SAFETY LANE			
222452	SAFETY INSPECTION	5135	\$40.50
		Total for Check:	115959
			\$40.50
COURTYARD HOMES			
222392	ST MGMT-128 THE LANE	24368	\$3,000.00
		Total for Check:	115960
			\$3,000.00
CSI3000			
222423	HAUL MAINBREAK SPOILS	181102-54	\$8,500.00
		Total for Check:	115961
			\$8,500.00
CUMMINS NPOWER, LLC			
222299	ANNUAL GENERATOR MAINTENA	F2-44688	\$363.62
222299	ANNUAL GENERATOR MAINTENA	F2-44688	\$363.61
222299	ANNUAL GENERATOR MAINTENA	F2-44688	\$546.90
222299	ANNUAL GENERATOR MAINTENA	F2-44688	\$977.52
222299	ANNUAL GENERATOR MAINTENA	F2-44688	\$575.81
		Total for Check:	115962
			\$2,827.46
DANYLEVSKY, DEREK			
222587	UNIFORM ALLOWANCE	5660704541	\$41.42
		Total for Check:	115963
			\$41.42
DARLING PROPERTIES			
222393	CONT BD-39 S BRUNER	24615	\$500.00
		Total for Check:	115964
			\$500.00
DAVIN INDUSTRIES, INC			
222300	SWEEPER HAULINGS	16061	\$545.00
		Total for Check:	115965
			\$545.00

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Village of Hinsdale

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WARRANT REGISTER: 1658

DATE: 11/20/18

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
DENLER, INC.			
222583	2018 CRACK SEALING PROJEC	20093464	\$50,000.00
	Total for Check:	115966	\$50,000.00
DIRECT ADVANTAGE INC			
222382	CONSULTING FEE-OCT	1738	\$2,250.00
222504	HOLIDAY PROMOTION EVENT	1742	\$15,200.00
	Total for Check:	115967	\$17,450.00
DIVE RIGHT IN SCUBA-PSD			
222424	RESCUER & CLASSIC VESTS	117494	\$288.00
222424	RESCUER & CLASSIC VESTS	117494	\$1,194.00
	Total for Check:	115968	\$1,482.00
DJK CUSTOM HOMES			
222550	ST MGMT-901 S MONROE	24397	\$3,000.00
	Total for Check:	115969	\$3,000.00
DJK CUSTOM HOMES			
222553	CONT BD-901 S MONROE	24398	\$10,000.00
	Total for Check:	115970	\$10,000.00
DJK CUSTOM HOMES			
222556	CONT BD-901 S MONROE	25029	\$1,500.00
	Total for Check:	115971	\$1,500.00
DOCU-SHRED, INC.			
222497	DESTROY DOCUMENTS 2 BINS	43263	\$80.00
	Total for Check:	115972	\$80.00
DOOR SYSTEMS, INC.			
222496	REPAIR GARAGE DOOR	860992	\$628.18
	Total for Check:	115973	\$628.18
DU-COMM			
222301	EDISPATCH 11/1/18-4/30/18	16550	\$239.20
	Total for Check:	115974	\$239.20
DUPAGE CTY MAJ CRIME TASK			
222302	PRORATED DUES FOR 2018	101118	\$125.00
	Total for Check:	115975	\$125.00
DUPAGE TOPSOIL, INC.			
222468	DIRT	047319	\$170.00
222468	DIRT	047319	\$170.00
	Total for Check:	115976	\$340.00

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Village of Hinsdale

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WARRANT REGISTER: 1658

DATE: 11/20/18

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
DUPAGE WATER COMMISSION			
222286	WATER CHARGES-OCT 18	01-1200-00-OCT	\$289,177.72
Total for Check: 115977			\$289,177.72
EDM PUBLISHERS			
222482	FIRE INSPECTION SUBSCRIPT	15478271	\$158.48
222532	LEGAL BRIEFINGS-INSPECTOR	15478269	\$99.49
Total for Check: 115978			\$257.97
EMERGENCY MEDICAL PROD			
222303	MISC MEDICAL SUPPLIES	2024280	\$450.40
Total for Check: 115979			\$450.40
ESO SOLUTIONS, INC			
222304	MAINT FEE-FH CLOUD SOFTWA	INV00011566	\$5,432.00
Total for Check: 115980			\$5,432.00
FACTORY MOTOR PARTS CO			
222465	WIPER BLADES-DEF FLUID	50-2204210	\$134.10
222465	WIPER BLADES-DEF FLUID	50-2204210	\$193.10
Total for Check: 115981			\$327.20
FARRELL, CYNTHIA			
222548	KLM SECURITY DEP-EN181110	24544	\$300.00
Total for Check: 115982			\$300.00
FCWRD			
222305	SEWER-OCTOBER	008919-000	\$266.56
Total for Check: 115983			\$266.56
FIRE PROTECTION COMPANY			
222483	QTR FIRE SPRINKLER INSPEC	24951	\$124.37
222483	QTR FIRE SPRINKLER INSPEC	24951	\$124.37
222483	QTR FIRE SPRINKLER INSPEC	24951	\$497.50
222483	QTR FIRE SPRINKLER INSPEC	24951	\$248.76
Total for Check: 115984			\$995.00
FIRST COMMUNICATIONS, LLC			
222562	PHONE CHARGES OCTOBER	11676881	\$316.47
222562	PHONE CHARGES OCTOBER	11676881	\$773.48
222562	PHONE CHARGES OCTOBER	11676881	\$461.08
222562	PHONE CHARGES OCTOBER	11676881	\$197.60
222562	PHONE CHARGES OCTOBER	11676881	\$108.98
222562	PHONE CHARGES OCTOBER	11676881	\$228.19
222562	PHONE CHARGES OCTOBER	11676881	\$62.15
Total for Check: 115985			\$2,147.95
FRANK J ALLETTO			

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
222383	HOLIDAY EXPRESS ENTERTAIN	110518	\$800.00
	Total for Check:	115986	\$800.00
FRED GLINKE PLUMBING AND			
222306	REPAIR FAUCETS	33725	\$112.90
222306	REPAIR FAUCETS	33725	\$105.70
	Total for Check:	115987	\$218.60
FULLERS HOME & HARDWARE			
222360	MISCELLANEOUS HARDWARE	OCTOBER	\$8.26
222360	MISCELLANEOUS HARDWARE	OCTOBER	\$7.73
222360	MISCELLANEOUS HARDWARE	OCTOBER	\$8.99
222360	MISCELLANEOUS HARDWARE	OCTOBER	\$15.29
222360	MISCELLANEOUS HARDWARE	OCTOBER	\$59.46
222360	MISCELLANEOUS HARDWARE	OCTOBER	\$12.59
222360	MISCELLANEOUS HARDWARE	OCTOBER	\$17.99
222360	MISCELLANEOUS HARDWARE	OCTOBER	\$31.60
222360	MISCELLANEOUS HARDWARE	OCTOBER	\$21.54
222360	MISCELLANEOUS HARDWARE	OCTOBER	\$8.99
222360	MISCELLANEOUS HARDWARE	OCTOBER	\$16.74
222360	MISCELLANEOUS HARDWARE	OCTOBER	\$10.39
222360	MISCELLANEOUS HARDWARE	OCTOBER	\$32.82
222360	MISCELLANEOUS HARDWARE	OCTOBER	\$7.99
	Total for Check:	115988	\$260.38
FULLERS SERVICE CENTER IN			
222425	OCTOBER WEEKEND CLEANING	7	\$1,200.00
	Total for Check:	115989	\$1,200.00
FUSSARO, TRACY			
222307	CLASS CANCELLATION	188561	\$58.00
	Total for Check:	115990	\$58.00
GALLS			
222308	PD UNIFORMS	10998677	\$120.07
222309	PD UNIFORM ALLOWANCE	10989923	\$41.50
222426	PD UNIFORMS	010984671	\$61.01
222427	PD UNIFORM	011017623	\$185.28
222428	PD UNIFORM	011017624	\$129.57
222429	PD UNIFORM	011100435	\$119.60
222430	PD UNIFORM	011075959	\$47.95
222431	PD UNIFORM	011064953	\$95.90
222432	PD UNIFORM	011039805	\$129.51
222433	PD UNIFORM	011029488	\$121.40
	Total for Check:	115991	\$1,051.79
GAYESKI, RICHARD			
222547	OVERPAID FINAL	2701064	\$28.00

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
		Total for Check: 115992	\$28.00
GRAINGER, INC.			
222310	TOOLS	9949235262	\$24.99
222311	WELL #5 HVAC	9947300050	\$112.28
		Total for Check: 115993	\$137.27
GRANTMASTERS INC.			
222312	GRANT WRITING SVC-MSA AIR	102918	\$1,300.00
		Total for Check: 115994	\$1,300.00
H2O SERVICES, INC.			
222313	VH BOILER TREATMENT	4167	\$509.00
		Total for Check: 115995	\$509.00
HEALTH INSPECTION			
222314	AUG-OCT 18 FOOD SVC INSPE	280	\$772.50
		Total for Check: 115996	\$772.50
HOOKS, ROBERT W.			
222394	CONT BD-6 S MONROE ST	25005	\$500.00
		Total for Check: 115997	\$500.00
HR GREEN INC			
222584	19 INFRACTURE PROJ DESIGN	2-122341	\$12,314.90
		Total for Check: 115998	\$12,314.90
HUMANA			
222545	REF RUN #HNIL-18-1494:1	DOS08012018	\$283.51
		Total for Check: 115999	\$283.51
IL LEAP			
222495	MEMBERSHIP RENEWAL	MCLEAN	\$40.00
		Total for Check: 116000	\$40.00
ILLINOIS ENVIRONMENTAL			
222315	PRINCIPAL PROJ L17-4509	L17-4509	\$80,491.46
222316	INTEREST	L17-4509	\$15,940.44
		Total for Check: 116001	\$96,431.90
ILLINOIS MUNICIPAL			
222525	2018 MEMBERSHIP DUES	11132018	\$1,500.00
222526	7 ADDITIONAL MAG SUBSCRIP	11132018	\$210.00
		Total for Check: 116002	\$1,710.00
INDUSTRIAL ELECTRIC			
222536	BATTERY & LIGHTING	258838	\$43.50
222536	BATTERY & LIGHTING	258838	\$174.00

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
222537	TRANSFORMER-LIGHT REPLACE	258837	\$96.00
222538	VH ELEC EYE EXT-SIDEWALK	244427	\$15.50
222539	VH LOBBY LAMPS REPLACE	258847	\$41.70
Total for Check: 116003			\$370.70
INTERNATIONAL EXTERMINATO			
222472	PEST CONTROL	11-146	\$40.00
222472	PEST CONTROL	11-146	\$40.00
222472	PEST CONTROL	11-146	\$113.00
222472	PEST CONTROL	11-146	\$40.00
222472	PEST CONTROL	11-146	\$40.00
Total for Check: 116004			\$273.00
IRISH CASTLE INC			
222558	CONT BD-9 S STOUGH	25009	\$500.00
Total for Check: 116005			\$500.00
IRISH CASTLE INC			
222559	CONT BD-525 PHILLIPPA	25010	\$500.00
Total for Check: 116006			\$500.00
ISAWWA			
222449	TRANING-ANALYSIT	200039562	\$36.00
222450	TRAINING-WATER SUPERINTEN	200039577	\$36.00
Total for Check: 116007			\$72.00
JAMES J BENES & ASSOC INC			
222585	18-19 3RD PARTY REVIEWS	093018	\$2,923.47
Total for Check: 116008			\$2,923.47
K-FIVE CONSTRUCTION CORP			
222317	ASPHALT	12679	\$200.01
Total for Check: 116009			\$200.01
KACMARCIK, JOYCE			
222530	MECHANIAL PLANS EXAMINER	6358	\$209.00
Total for Check: 116010			\$209.00
KAJMOWICZ, JOHN			
222543	OVERPAID FINAL BILL	2900582	\$173.96
Total for Check: 116011			\$173.96
KATHLEEN W BONO CSR			
222474	#V-06-18	7951	\$825.00
Total for Check: 116012			\$825.00
KENNA BUILDERS			
222395	CONT BD-737 W HICKORY	24774	\$5,000.00

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
		Total for Check: 116013	\$5,000.00
KNAB, AMANDA			
222320	CLASS CANCELLATION	188574	\$58.00
		Total for Check: 116014	\$58.00
LAKESHORE RECYCLING SYS			
222318	CONTRACT STREET SWEEPING	PS232101	\$6,298.50
		Total for Check: 116015	\$6,298.50
LEAHY, JOSEPH			
222396	CONT BD-731 E 7TH ST	24958	\$2,500.00
		Total for Check: 116016	\$2,500.00
LEWIS, KATHERINE			
222319	INFRACT PRO-ADDRES DAMAGE	18-1857	\$89.00
		Total for Check: 116017	\$89.00
LEWIS, LEAH			
222397	CONT BD-108 N ADAMS	24468	\$500.00
		Total for Check: 116018	\$500.00
LIEBERENZ, GREGORY			
222398	CONT BD-5598 S OAK	25050	\$500.00
		Total for Check: 116019	\$500.00
LILLIE, THOMAS			
222494	REIMB TUITION LILLIE	110218	\$280.00
		Total for Check: 116020	\$280.00
LIN, DAVID			
222546	OVERPAID FINAL	3204297	\$44.96
		Total for Check: 116021	\$44.96
LINCHPIN SEO			
222490	KLM MARKETING NOV	1475	\$400.00
		Total for Check: 116022	\$400.00
LITHOPRINT SERVICES, IN			
222499	PUBLISH 2017 ANNUAL REPOR	4187	\$347.52
		Total for Check: 116023	\$347.52
MAGIC OF GARY KANTOR			
222528	NOV 18 CLASS INSTR REIMBU	111218	\$84.00
		Total for Check: 116024	\$84.00
MALAY, DAVID			
222388	KLM SECURITY DEP-EN181103	24403	\$450.00

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
		Total for Check: 116025	\$450.00
MARATHON SPORTSWEAR			
222506	SPIRIT WEAR/SHIRTS/JACKET	29990	\$409.70
		Total for Check: 116026	\$409.70
MEDICOM REIMBURSEMENT			
222492	HOME VISITS	5957	\$6.00
222493	HOME VISITS	5880	\$9.00
		Total for Check: 116027	\$15.00
METRA GROUP TRAVEL			
222386	TRAIN RIDES-HOLIDAY EXPRE	110518	\$946.40
		Total for Check: 116028	\$946.40
MEYER, MICHAEL			
222399	CONT BD-113 E HICKORY	24944	\$500.00
		Total for Check: 116029	\$500.00
MICRO CENTER A/R			
222378	COMPUTER SUPPLIES	4564832	\$119.98
		Total for Check: 116030	\$119.98
MIDWEST SPORT SURFACES			
222505	BROOK PK TENNIS PROJ-#1	102318	\$22,100.00
		Total for Check: 116031	\$22,100.00
MIDWEST TIME RECORDER			
222484	PS TIME CLOCK FEE-OCT	164153	\$120.25
		Total for Check: 116032	\$120.25
MINER ELECTRONICS			
222324	AMBER LIGHT TRANSFER	266646	\$719.00
		Total for Check: 116033	\$719.00
NAPA AUTO PARTS			
222454	AIR HOSE	4343-572258	\$61.18
222455	AUGER PAN LIGHT CONNECTOR	4343-576078	\$18.84
222456	DEF FLUID	4343-576694	\$21.98
222457	AIR FILTER	4343-576884	\$26.90
222487	UV LAMP KIT	483992	\$43.98
222488	UV LAMP KIT-RETURNED	483993	\$36.49
222489	UV LIGHT-FLASHLIGHT	483993	\$23.81
		Total for Check: 116034	\$160.20
NATIONAL SEED			
222434	ATHLETIC FIELD GRASS SEED	582468SI	\$975.00
222458	GRASS SEED FOR PARKS	582668SI	\$195.00

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
		Total for Check: 116035	\$1,170.00
NESCI LANDSCAPES			
222554	CONT BD-313 W FOURTH	24685	\$1,250.00
		Total for Check: 116036	\$1,250.00
NESCI LANDSCAPES			
222555	CONT BD-721 W WALNUT	25001	\$500.00
		Total for Check: 116037	\$500.00
NEUCO INC			
222326	REPLACE KLM THERMO 181	3304485	\$57.59
		Total for Check: 116038	\$57.59
NICK SKOKNA			
222385	PADDLE HUT CLEANING	110518	\$200.00
		Total for Check: 116039	\$200.00
NICOR GAS			
222287	VH-9/14-10/14/18	47370110000	\$1,424.59
		Total for Check: 116040	\$1,424.59
NORMANDY CONSTRUCTION			
222400	CONT BD-636 S THURLOW	24903	\$1,500.00
		Total for Check: 116041	\$1,500.00
NRPA			
222323	NRPA MEMBERSHIP	BERECKIS	\$425.00
		Total for Check: 116042	\$425.00
NUTOYS LEISURE PRODUCTS			
222491	EMERG REP-BUTLER PLAYGRND	48408	\$471.50
		Total for Check: 116043	\$471.50
OAKBROOK TERRACE PARK			
222328	BRAIN FREEZ A BULLY CLASS	111	\$70.00
		Total for Check: 116044	\$70.00
PADDLE IN THE PARKS			
222435	OCTOBER COURT MGMT	OCTOBER	\$1,071.42
		Total for Check: 116045	\$1,071.42
PESSIN, JON			
222387	HOLIDAY EXPRESS 18-SANTA	110518	\$350.00
		Total for Check: 116046	\$350.00
PHOTOGRAPH RESTORATION			
222329	RESTORE PHOTOGRAPH	112764	\$503.84

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
		Total for Check: 116047	\$503.84
POWER PLUMBING			
222401	CONT BD-419 E FIRST	24773	\$500.00
		Total for Check: 116048	\$500.00
PRAXAIR DISTRIBUTION, INC			
222330	CHEMICALS FOR POOL	85664667	\$65.25
		Total for Check: 116049	\$65.25
PYLE, JACQUELYN			
222402	CONT BD-108 E WALNUT ST	25063	\$500.00
		Total for Check: 116050	\$500.00
RAHAL, JORDAN			
222501	OVERPAID FINAL	1308637	\$21.10
		Total for Check: 116051	\$21.10
RAINBOW FARMS ENTERPRISES			
222436	WOOD CHIP HAULING	36659	\$1,750.00
		Total for Check: 116052	\$1,750.00
READY REFRESH BY NESTLE			
222508	BOTTLED WATER OCT	18J0120706023	\$54.88
		Total for Check: 116053	\$54.88
ROSS BUILDERS			
222551	CONT BD-735 S QUINCY	24733	\$10,000.00
		Total for Check: 116054	\$10,000.00
ROSS BUILDERS, INC.			
222549	ST MGMT-735 S QUINCY	24734	\$3,000.00
		Total for Check: 116055	\$3,000.00
RUSULIS, SAFIA			
222331	MILEAGE REIMBURSE-10/4-5	100518	\$62.57
222478	MILEAGE REIMB-FOIA TRNG	110118	\$36.62
		Total for Check: 116056	\$99.19
RYAN AND RYAN			
222579	APPRAISAL SERVICES	05398	\$2,500.00
222580	APPRAISAL SERVICES	05397	\$2,500.00
222582	APPRAISAL SERVICES	05396	\$2,500.00
		Total for Check: 116057	\$7,500.00
SCOTT STOMPER			
222438	WINTER/SPRING 19 BROCHURE	0064	\$1,250.00
		Total for Check: 116058	\$1,250.00

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SERVICE FORMS & GRAPHICS			
222362	LARGE INSPECTION FORMS	166127	\$269.02
222364	SMALL INSPECTION FORMS	166128	\$226.67
Total for Check: 116059			\$495.69
SHERWIN WILLIAMS			
222469	ROLLER COVERS FOR PAINT	9059-4	\$7.06
Total for Check: 116060			\$7.06
SIGNS NOW			
222459	SWEEP SIGNS	SN195-54853	\$330.00
Total for Check: 116061			\$330.00
SMALL, JOHN			
222381	DOUBLE PMT ON TICKET	110518	\$75.00
Total for Check: 116062			\$75.00
SOS TECHNOLOGIES			
222365	BATTERY & PADS	153831	\$152.95
222477	PUB SVC AED BATTERY	154058	\$111.35
Total for Check: 116063			\$264.30
SPIROVSKI, FRANK			
222531	OVERPAID FINAL BILL	1608901	\$31.65
Total for Check: 116064			\$31.65
STERMER, DEAN			
222403	CONT BD-112 E HICKORY	25051	\$750.00
Total for Check: 116065			\$750.00
STEVE PIPER & SONS			
222437	TREE MAINTENANCE	11683	\$2,667.90
Total for Check: 116066			\$2,667.90
SUBURBAN DOOR CHECK			
222540	MEM HALL-EXT DOOR REPAIR	IN507345	\$120.00
Total for Check: 116067			\$120.00
SUBURBAN LABORATORIES, IN			
222380	UCMR 4 SAMPLES	160212	\$284.62
Total for Check: 116068			\$284.62
TASC			
222503	FMLA ADMIN FEES	IN1371789	\$356.25
Total for Check: 116069			\$356.25
TERPSTRA, RYAN			

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
222560	CONT BD-705 N ELM	25028	\$500.00
Total for Check: 116070			\$500.00
THE LIFEGUARD STORE INC			
222529	LIFE VESTS	INV768887	\$144.00
222529	LIFE VESTS	INV768887	\$100.00
Total for Check: 116071			\$244.00
THIRD MILLENIUM			
222527	UTILITY BILLING-11/5/18	22744	\$1,107.68
Total for Check: 116072			\$1,107.68
THOMPSON ELEVATOR INSPEC			
222535	3RD PARTY ELEVATOR INSP	18-3309	\$100.00
Total for Check: 116073			\$100.00
TOSHIBA FINANCIAL SERVICE			
222366	NOV-COPIER LEASE COM-PKS	369564950	\$137.95
222366	NOV-COPIER LEASE COM-PKS	369564950	\$137.95
222367	NOV LEASE ADMIN COPIER	369564885	\$275.90
Total for Check: 116074			\$551.80
TPI BLDG CODE CONSULTANT			
222533	3RD PTY PLUMB INSP-OCT18	201810	\$2,825.00
222534	COMMER REVIEW-PKY DECK	201810	\$2,603.85
Total for Check: 116075			\$5,428.85
TRANE			
222541	HVAC SERVICE-VH	5253998	\$32.40
222542	HVAC SERV PARTS-MEM BLDG	5262288	\$39.36
Total for Check: 116076			\$71.76
TRESSLER, LLP			
222485	PROF FEES THRU 10/31/18	397687	\$1,500.00
222486	PROF FEES THRU 10/31/18	397688	\$538.50
Total for Check: 116077			\$2,038.50
UPS STORE			
222509	SHIPPING FD-DUCOM	5241	\$27.02
222510	SHIPPING FD-DUCOM	5293	\$26.96
Total for Check: 116078			\$53.98
US WATERPROOFING &			
222404	CONT BD-27 E WALNUT	24952	\$500.00
Total for Check: 116079			\$500.00
VERIZON WIRELESS			
222368	WATER DEPT-10/24-11/23	9817067933	\$111.71

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222369	FIRE-IPAD	9817067933	\$39.71
222370	POLICE-IPAD	9817067933	\$111.72
222371	POLICE SECURITY CAM	9817067933	\$111.71
Total for Check: 116080			\$374.85
VIDEBECK, TODD			
222405	CONT BD-408 N GARFIELD	24659	\$2,800.00
Total for Check: 116081			\$2,800.00
VULCAN CONSTRUCTION			
222451	CM-06 STONE	31828876	\$562.11
Total for Check: 116082			\$562.11
WAREHOUSE DIRECT INC			
222288	OFFICE SUPPLIES	4082500-0	\$47.09
222373	MISC OFFICE SUPPLIES	4070487-0	\$123.46
222374	COAT HANGER TREE	4074114-0	\$99.27
222375	PAPER	4079798-0	\$33.25
222375	PAPER	4079798-0	\$33.25
222439	OFFICE SUPPLIES	4081502-0	\$252.24
222440	OFFICE SUPPLIES	4078507-0	\$22.24
222441	STAMP CREDIT	C4081502-0	\$27.21
222442	OFFICE SUPPLIES	4088410-0	\$103.14
222443	OFFICE SUPPLIES	4082484-0	\$10.48
222443	OFFICE SUPPLIES	4082484-0	\$19.84
222443	OFFICE SUPPLIES	4082484-0	\$8.45
222444	PAPER & TONER	4077772-0	\$240.77
222445	CREDIT PAPER	C4070940-0	\$27.18
222462	PRINTER INK	4075839-0	\$290.68
222464	JANITORIAL	4083102-0	\$327.22
222464	JANITORIAL	4083102-0	\$224.91
222464	JANITORIAL	4083102-0	\$146.10
222507	OFFICE SUPPLIES	4082504-0	\$339.25
Total for Check: 116083			\$2,267.25
WESTMONT PARK DISTRICT			
222446	FALL FEST SWEETS CLASS	10302018	\$250.00
Total for Check: 116084			\$250.00
WILLOWBROOK FORD INC			
222376	PURGE VALVE	5135370	\$35.89
Total for Check: 116085			\$35.89
WINTER EQUIPMENT			
222447	CURB GARDS	IV38226	\$89.28
222447	CURB GARDS	IV38226	\$2,034.36
Total for Check: 116086			\$2,123.64

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
XEROX CORPORATION			
222289	FINANCE COPIER-OCT	094973885	\$85.00
222372	FINANCE COPIER-SEPT	094846600	\$85.00
Total for Check: 116087			\$170.00
YANG, SAN YUH			
222502	OVERPAID FINAL	3107255	\$60.52
Total for Check: 116088			\$60.52
ZAPOL, KLAUDIA			
222377	ADDL LANDSCAPING-INFRA PR	1964892	\$489.91
Total for Check: 116089			\$489.91
AMALGAMATED BK OF CHICAGO			
222379	ADM FEE HIN GO 2009 BONDS	TR#1853962007CT	\$400.00
Total for Check: 116090			\$400.00
COMCAST			
222295	POOL-11/4-12/3	8771201110037136	\$144.85
Total for Check: 116091			\$144.85
HILDRETH, ROBERT W			
222384	BREAKFAST WITH SANTA 2018	110518	\$125.00
Total for Check: 116092			\$125.00
SECRETARY OF STATE			
222361	NEW SQUAD-TITLE & PLATES	MP1134	\$95.00
Total for Check: 116093			\$95.00
AFLAC-FLEXONE			
222595	AFLAC OTHER	111618000000000	\$235.14
222596	ALFAC OTHER	111618000000000	\$259.61
222597	AFLAC SLAC	111618000000000	\$364.08
Total for Check: 116095			\$858.83
NATIONWIDE RETIREMENT SOL			
222590	USCM/PEBSO	111618000000000	\$94.38
222591	USCM/PEBSO	111618000000000	\$725.00
Total for Check: 116096			\$819.38
NATIONWIDE TRUST CO.FSB			
222598	PEHP REGULAR	111618000000000	\$2,306.78
222599	PEHP UNION 150	111618000000000	\$397.13
222600	PEHPPD	111618000000000	\$582.80
Total for Check: 116097			\$3,286.71
STATE DISBURSEMENT UNIT			
222601	CHILD SUPPORT	111618000000000	\$230.77

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WARRANT REGISTER: 1658

DATE: 11/20/18

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
		Total for Check: 116098	\$230.77
STATE DISBURSEMENT UNIT			
222602	CHILD SUPPORT	111618000000000	\$672.45
		Total for Check: 116099	\$672.45
STATE DISBURSEMENT UNIT			
222603	CHILD SUPPORT	111618000000000	\$109.80
		Total for Check: 116100	\$109.80
STATE DISBURSEMENT UNIT			
222604	CHILD SUPPORT	111618000000000	\$102.44
		Total for Check: 116101	\$102.44
V.O.H. FLEX BENEFITS			
222592	MEDICAL REIMBURSEMENT	111618000000000	\$351.48
222593	MEDICAL REIMBURSEMENT	111618000000000	\$353.33
222594	DEP CARE REIMBURSEMENT	111618000000000	\$125.00
		Total for Check: 116102	\$829.81
VSP ILLINOIS - 30048087			
222588	VSP SINGLE ALLEMPLOYEES	111618000000000	\$144.44
222589	VSP FAMILY ALL EMPLOYEES	111618000000000	\$243.00
		Total for Check: 116103	\$387.44
UNITED STATES POSTAL SVC			
222605	MAIL MACHINE POSTAGE-NOV	77997582	\$4,500.00
		Total for Check: 116105	\$4,500.00

REPORT TOTAL \$741,993.79

END OF REPORT

VOID 116104

Run date: 15-NOV-18

Village of Hinsdale

Page: 1

WARRANT SUMMARY BY FUND: 1658

DATE: 11/20/18

RECAP BY FUND		PRE-PAID	WRITTEN
GENERAL FUND	010000	\$0.00	\$184,974.63
MOTOR FUEL TAX FUND	023000	\$0.00	\$715.00
2009 LIMITED SOURCE BONDS	032754	\$0.00	\$400.00
CAPITAL PROJECT FUND	045300	\$0.00	\$70,556.31
WATER & SEWER OPERATIONS	061061	\$0.00	\$406,350.22
ESCROW FUNDS	072100	\$0.00	\$71,700.00
PAYROLL REVOLVING FUND	079000	\$0.00	\$7,297.63
TOTALS:		\$0.00	\$741,993.79

END OF REPORT

REQUEST FOR BOARD ACTION

Public Services & Engineering

AGENDA SECTION: Consent Agenda – EPS
SUBJECT: 2018 South Infrastructure Project Change Order 1
MEETING DATE: November 20, 2018
FROM: Dan Deeter, PE Village Engineer

Recommended Motion

Approve "A resolution approving the 2018 South Infrastructure project contract change order number 1 in the amount of \$57,000 to G&M Cement Construction, Inc."

Background

At the October 16, 2018 meeting, staff reviewed the need for improvements to the brick surface of First Street between Elm Street and County Line Road. Staff reviewed three options – to patch portions of the brick street, reconstruct the brick street, or reconstruct the street in asphalt. The Board of Trustees approved the patching of the street to improve its drivability and allowed the contractor to begin construction immediately to allow for completion before the end of the construction season.

Discussion & Recommendation

Staff has marked out areas for patching of the street. The contractor has begun removing the bricks, grading and compacting the aggregate base, and replacing the bricks. The change order cost is based upon estimated quantities. Final payouts will be dependent upon actual work done.

Budget Impact

Change order 1 will increase the construction contract from \$6,649,391 to \$6,706,391. Staff estimates that the 2018 South Infrastructure Project has a contingency of \$1,886,000. Therefore, there are sufficient funds to support change order 1.

Village Board and/or Committee Action

At the 11/08/18 Board of Trustees meeting, the Board approved the item to be moved to the Consent Agenda.

Documents Attached

1. Resolution

RESOLUTION NO. _____

**A RESOLUTION APPROVING THE 2018
SOUTH INFRASTRUCTURE PROJECT
CONTRACT CHANGE ORDER NUMBER 1
IN THE AMOUNT OF \$57,000
TO G&M CEMENT CONSTRUCTION, INC.**

WHEREAS, the Village of Hinsdale (the "Village") and G&M Cement Construction, Inc. ("G&M") have entered into that certain Contract (the "Contract") providing for the construction of the 2018 South Infrastructure Project; and

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

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

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

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

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

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

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

PASSED: this _____ day of _____ 2018,

AYES:

NAYS:

ABSENT:

APPROVED this _____ day of _____ 2018.

Village President

ATTEST:

Village Clerk

Exhibit A
VILLAGE OF HINSDALE
CHANGE ORDER

Project: 2018 South Infrastructure Project
Location: Various Streets
Contractor: G&M Cement Construction, Inc.

Change Order No. 1
Contract No. - N/A
Date: 11/20/18
Page 1 of 2

- I. A. Description of Changes Involved:
1 Addition of brick street patching on First Street
- B. Reason for Change:
1 Improve First Street from Elm Street to County Line Road.
- C. Revision in Contract Price: Total Addition: \$ 57,000.00
1 Addition \$ 57,000.00

II. Adjustments in Contract Price:

A. Original Contract Price:	<u>6,649,391.37</u>
B. Net (addition)(reduction) due to all previous Change Order No. _____	<u>\$ -</u>
C. Contract Price, not including this Change Order	<u>\$ 6,649,391.37</u>
D. (Addition)(Deduction) to Contract Price due to this Change Order	<u>\$ 57,000.00</u>
E. Contract Price including this Change Order	<u><u>\$ 6,706,391.37</u></u>

Accepted:
Contractor: G&M Cement Construction, Inc.

By: _____
Signature of Authorized Representative

Date

Village of Hinsdale:

By: _____
Signature of Authorized Representative

Date

**REQUEST FOR BOARD ACTION**
Public Services &
Engineering

AGENDA SECTION: Consent Agenda - EPS

SUBJECT: Contract Award – State of Illinois CMS Bulk Rock Salt

MEETING DATE: November 20, 2018

FROM: George Peluso, Director of Public Services

Recommended Motion

Approve State of Illinois joint bid purchase of bulk winter de-icing salt to Cargill, Incorporated in the amount of \$45,269.

Background

Annually, the Village cooperatively solicits bids and bulk purchases winter deicing salt with the State of Illinois and DuPage County. As part of the joint purchase, the Village requests a total of 1,400 tons of salt (700 tons per contract). Both contracts require that the Village purchase a minimum of 80% of its allotment, which is 1,120 tons (560 tons per contract). There is also a provision in both contracts that allows the Village to purchase up to 120% of the allotment in the event that winter conditions require additional salting.

In May of 2018, DuPage County received final bids for the 2018-19 salt purchase. The lowest bid was received from Detroit Salt in the amount of \$67.15 per ton, for total of \$47,005. Due to the timing of the bid, the Village Board approved the salt purchase with Detroit Salt as part of the Village's annual blanket purchase order approval process that occurs in May. A copy of the approval is attached (Please see attachment #3).

Recently, the Village was notified of its bid award from the State of Illinois. The lowest bid came from Cargill, Incorporated in the amount of \$64.67 per ton, for a total of \$45,269. Historically, salt prices increase following a winter where salt was in higher demand.

Discussion & Recommendation

As a result of high demand last winter, unit prices per ton have increased approximately 15% as compared to the last two winters. The Village budget includes a total of \$78,580 for bulk salt this year. The total cost of both contracts combined is \$92,274, which is \$13,694 over budget. Provided below is a summary of the bid results.

Vendor	Total Cost (80%)	Total Cost (100%)
Detroit Salt (DuPage County)	\$37,604	\$47,005
Cargill, In (State of IL)	\$36,215.20	\$45,269
Total	\$73,819.20	\$92,274

Budgeted Amount	\$78,580
Total Costs (100% of both contracts)	\$92,274
Difference	(\$13,694)

Budget Impact

Staff is recommending that the Village Board approve the State of Illinois bid contract to Cargill, Incorporated in the amount of \$45,269. The Public Services Department will monitor salt usage to



REQUEST FOR BOARD ACTION

keep costs as close to the original budgeted amount without altering operations. There are funds available in the General Fund to offset the budget overage.

Village Board and/or Committee Action

At the November 8, 2018 Village Board Meeting, the Village Board approved placement of this item to the Consent Agenda.

Documents Attached

1. State of Illinois – Central Management Services – Contract Award
2. DuPage County – Contract Award
3. Fiscal Year 2019 Blanket Purchase Order Approval



ILLINOIS

JOINT PURCHASING REQUISITION CY'18-'19 New Purchase Commitment

PLEASE RETURN TO:
Illinois Department of
Central Management Services
301 Wm. C. Stratton Building
401 S. Spring Street
Springfield, IL 62706

Email Address for submission:
CMS.BOSS.EC@illinois.gov

No Thank You,
But keep on mailing list.

Opt-Out-> Our unit does not want to participate in the CY' 2018-2019 Contract Procurement.
Notice:- Please complete and return the Contact information below to remain on the mailing list.

Joint Purchasing #:

Government Unit:

Mailing Address:

City / State / Zip:

County:

Contact Person:

Telephone Number:

Fax Number:

Contact Email:

Date:

Delivery Point

(Provide Delivery Details To Contract)
(Vendor At Time Of Order Placement)

<- Please provide Email Address.

***** Participant, Complete Only One - Either "Table-A" or "Table-B" Below *****

Table A: Complete this table to have the State "SOLICIT BIDS" for your governmental entity		
ITEM DESCRIPTION	BID QUANTITY (Total Tonnage)	UNIT MEASURE (22 - 25 Ton / Truck)
AASHTO M143 Road Salt or Equivalent Rock Salt, Bulk	700	Tons #114 64.67

Please note your Purchase Commitment Percentage for Total Tonnage Quantity as stated above (choose one):
 OPTION 1 ☒ 80% minimum purchase requirement/120% maximum purchase requirement
 OPTION 2 ☐ 100% minimum purchase requirement/120% maximum purchase requirement

***** Participant, Complete Only One - Either "Table-A" Above or "Table-B" Below *****

Table B: Complete this table to have the State "RENEW" Requirements for your governmental entity		
ITEM DESCRIPTION	QUANTITY (Total Tonnage)	UNIT MEASURE (22 - 25 Ton / Truck)
AASHTO M143 Road Salt or Equivalent Rock Salt, Bulk		Tons

Note: Renewal is available ONLY under Contracts PSD 4018455, 4018456, and 4018457 for prior CY' 2017-2018. Your quantity may not exceed more than a 20% increase of last season's quantity, and price cannot increase more than 10.% of last season's price. Other Terms & Conditions of Contract will remain the same as last year. Please Check Contract # Below:
 Note Your Current CMS Contract: PSD 4018455 () -or- PSD 4018456 () -or- PSD 4018457 ()

I certify that funds are available for the purchase of the items on this Requisition and that such items are for the sole use of this governmental unit, and not for personal use of any official or individual or re-sale.

In addition, I agree to abide by the Joint Purchasing Procedure established by the Department of Central Management Services.

SIGNATURE OF AUTHORIZED OFFICIAL OR AGENT

Printed on Recycled Paper

TITLE



ILLINOIS

Bruce Rauner, Governor

DEPARTMENT OF CENTRAL MANAGEMENT SERVICES

Tim McDevitt, Acting Director

October 15, 2018

Dear Joint Purchasing Participant:

Subject: 2018 - 2019 Rock Salt, Bulk Contract Information

In completing the 2018 – 2019 Rock Salt season contract re-procurement, the State of Illinois did not encounter the types of supply-related issues experienced in the previous seasons. We have made every effort to secure Road Salt at the best available price for participants in our contract solicitation and gladly report the State was able to obtain an offer for your location requirements through the State's procurement efforts.

We again recommend that participating agencies and governmental entities examine their application rates and roadway priorities in order to minimize next season's maintenance program cost while also ensuring the safety of the public.

Enclosed is a copy of the requisition you submitted to us for the purchase of rock salt. The information from the requisition, including purchase commitment, can be used to submit your requirements to this year's contract vendor:

BidBuy PO# 18-416CMS-BOSS4-P-4129 Term: October 2018– October 2019
Cargill Incorporated Salt Division FEIN Number: 41-0177680
24950 Country Club Blvd., # 450
North Olmsted, OH 44070
Phone (800) 600-7258 Contact: Government Services

Your unit is **Contract Line No: _ 1 1 4 _** / **Price per ton F.O.B. destination, is \$ 6 4 . 6 7**
Emergency pickup of salt from vendor's warehouse is not made available in this contract.

The additional price per ton to have rock salt delivered in trucks equipped with coal/grain chute openings in the tailgate to permit controlled off-loading of rock salt onto conveyors was not provided for by this vendor in this season's procurement process.

You are responsible for issuing your own purchase order document to the vendor. Orders may be placed with the vendor via telephone, with a written or fax confirmation to follow immediately. ***You are strongly encouraged to order and store as much salt as possible in order to help prevent potential salt shortages this winter.*** Also, you must place orders in full truckload (typically 22-25 tons) delivery quantities or multiples of such.

Your governmental unit is responsible for ensuring that the 80 or 100 percent minimum guaranteed purchase commitment (as noted on your Requisition) is met before the end of the winter season, June 30, 2019. The vendor is required to furnish not less than 120-percent (if needed) of the contract quantity by March 1, 2019. Your governmental unit is responsible for processing vendor invoices in a timely manner.

Delivery shall be made as soon as possible after vendor receipt of order by phone or mail. The maximum time from receipt of order to the actual delivery for orders placed between December 1, 2018 through April 1, 2019 shall not exceed seven working days, unless as modified in the Order Guidelines herein.

For orders placed between December 1, 2018 and April 1, 2019, if a vendor is unable to make delivery within the order timeline, local governmental units shall have the right to retain as liquidated damages, not as a penalty, 5.% per working-day on the undelivered portion of the order, but not to exceed 50.%. For orders placed prior to 9:00 a.m. on a given day, that day to be considered as the first calendar day of the seven-day delivery period. For an order placed after 9:00 a.m. on a given day, the following day shall be considered as the first calendar day of the seven-day delivery period.

CMS reserves the right to mitigate application of liquidated damages imposed against a vendor, in the event of orders exceeding the maximum percentages outlined below:

An agency may order up to 20.% of their awarded contract tonnage in any given week and vendor shall deliver within 7 working-days after receipt of order. Quantity ordered above the 20.% threshold shall have an extended deliver time of one-working-day for each one-percentage-point above the 20.% guideline. For example, if an agency orders 25.% of their awarded total 100 ton, delivery of the first 20 ton (20.%) shall be within 7 working-days after receipt of order, the remaining 5 ton should be delivered within 12 working-days after receipt of order.

If after seven working-days of liquidated damages assessment, the vendor has still failed to deliver, local governmental unit shall have the right to terminate an order and purchase road salt or abrasives from another source, or take action consistent with public safety as needed to continue daily business. Any and all additional costs incurred may be collected from the original vendor, in addition to liquidated damages, by participant's legal action.

All deliveries shall be covered with approved weatherproof materials. The vendor shall ensure that delivery person inspects the inside of the trailer and that all salt is removed from the trailer before leaving a delivery point. The vendor will ensure all weights and measures shown on delivery tickets are correct. Local governmental units reserve the right to require that delivery trucks occasionally be directed to a scale in the vicinity of the delivery point as a check on delivered truckloads.

Deliveries of rock salt containing any foreign material such as mud, rocks, grader teeth, wood, tarpaulins, etc., may be rejected at the delivery site. In the event that any foreign material is discovered in dumped deliveries, the salt and foreign matter may be reloaded onto the cartage hauler's truck by the local governmental unit and returned for credit, or the vendor shall immediately ship a specification compliant load of replacement salt, or issue a refund to the governmental unit consistent with the contract price.

In December 2018, the contract vendor shall have in place stockpile(s) located in or near Illinois covering the tonnage awarded for the northern regions of the State, and in January of 2019 the contract vendor shall have in place stockpile(s) in or near to Illinois covering the total tonnage awarded for all regions of the State. At our discretion, we will inspect the stockpiles to ensure that these stockpiles are in sufficient quantities, and that vendor commitments to the stockpiles are with the users of this contract.

Enhanced rock salt 2018 - 2019 season availability:

The Department of Central Management Services surveyed vendors for availability of an enhanced rock salt option in the invitation for bid, and received an offering from Cargill Salt Division. Locations interested in this enhanced salt option must call the vendor for product availability information and to facilitate potential ordering arrangements.

Their product is made available to any joint purchasing participant awarded in the Cargill Salt Division Contract as an up-charge per ton option and would be added to your order as a separate line item. Contact Stacy Bruzda: 800-600-7258 for salt availability details.

The enhanced salt product features additional pre-treatment of approved road salt with a product providing enhanced melting performance, with reduced corrosion and clumping.

It is hoped that this information will be beneficial to you in the utilization of this contract. If you have any further questions concerning the rock salt contract, please feel free to contact me at (217) 782-8091.

Sincerely,

Wayne Ilsley, CPPB, Buyer
Bureau of Strategic Sourcing










Joint Purchasing Participant

BidBuy is the new procurement system implemented by the State Of Illinois, in which this Master Blanket Purchase Order (Master Contract) was re-established.

As a municipality, you do not need to register in BidBuy. To access master contracts you only need to follow the steps outlined in the following document

Locating State Wide Master Contracts (without registration in BidBuy)

(To begin you just click on the 'Contract & Bid Search' as shown below.)

Screen	Task
To BidBuy Homepage	 https://www.bidbuy.illinois.gov/bsa/
BidBuy Homepage	 Click Contract & Bid Search at bottom of screen
Advanced Search	 Select radio dial next to Contracts/Blankets
Advanced Search	 Enter Search Criteria or enter nothing to receive all contracts  Click Find It
Advanced Search	 Click on Contract/Blanket# (underlined) to show contract information
Master Blanket Purchase Order Under Header Information	Verify Field " Master Contract? " = Yes  Click on Copy of contract (underlined) next to Agency Attachment field to download contract document
To Exit	In BidBuy  Click Exit at bottom of screen
Advanced Search	 Click Exit at bottom of screen to return to BidBuy homepage

Attachment #2

THE COUNTY OF DuPAGE
18-093-JM BULK ROCK SALT
BID TABULATION
BID OPENING DATE: 04/25/18 - 2:30 p.m.

		DETROIT SALT CO.		CARGILL, INC.		MORTON SALT, INC.		COMPASS MINERALS AMERICA, INC.	
	Standard Delivery Qty	Unit Price per Ton	Extended Total	Unit Price per Ton	Extended Total	Unit Price per Ton	Extended Total	Unit Price per Ton	Extended Total
Group 1 - DuPage County Standard Delivery	15,000	\$67.15	\$ 1,007,250.00	\$70.36	\$ 1,055,400.00	\$81.49	\$ 1,222,350.00	\$82.27	\$ 1,234,050.00
Unit Cost per Ton 130% -150% of Projected Usage		\$75.23		Not Provided		\$81.49		\$92.27	
Group 2A - Townships/Municipalities Early Delivery	7,096	\$67.15	\$ 476,496.40	\$70.36	\$ 499,274.56	\$81.49	\$ 578,253.04	\$82.27	\$ 583,787.92
Group 2B - Townships/Municipalities Standard Delivery	56,820	\$67.15	\$ 3,815,463.00	\$70.36	\$ 3,997,855.20	\$81.49	\$ 4,630,261.80	\$82.27	\$ 4,674,581.40
Unit Cost per Ton 130% -150% of Projected Usage		\$75.23		Not Provided		\$81.49		\$92.27	

NOTE: For both Group 1 – DuPage County and Group 2 – Townships/Municipalities, the minimum contract commitment is eighty percent (80%) of the standard delivery quantity.

Invitations Sent	42
Potential Bidders Requesting Bid Documents	10
Total Bid Responses Received	4
Bid Opening Attended	JM, CH



AGENDA ITEM # 8a

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

A handwritten signature in dark ink, likely belonging to Darrell Langlois.

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

Public Services & Engineering

AGENDA SECTION: Consent Agenda – EPS

SUBJECT: Rejection of Bid #1649 – KLM Lodge Roof and Brush Hill Station Roofs Project

MEETING DATE: November 20, 2018

FROM: Jim Piontkowski, Building Supervisor
Brendon Mendoza, Administrative Analyst

Recommended Motion

To reject the bid proposal for bid #1649 for KLM Lodge Roof and Brush Hill Station Roofs Project as submitted by Mortenson Roofing Co., Inc.

Background

Included in the Village's Five Year Capital Improvement Plan ("CIP") are roof repairs to the Katherine Legge Memorial ("KLM") Lodge and Brush Hill Train Station Roofs. These repairs have been incorporated in the Village's Five Year CIP based upon recommendations within the roof study that was conducted by consultants hired by the Village in Fiscal Year ("FY") 2016-17.

KLM Lodge Roof

The KLM Lodge is a rental property that is utilized for private events, such as weddings and social activities. The Lodge has 12 individual roof peaks that encompass a variety of materials. Repairs to the roof, including patching, seal coating, and material replacement, are recommended in accordance with the FY 2016-17 Village-owned roof study. Included in the 2018-19 CIP is \$28,000 for the KLM Lodge Roof.

Brush Hill Train Station Roofs

The Village's main train station, Brush Hill, is a historic building with a clay tile roof. The roof has deteriorated to the point where repairs are required. The FY 2016-17 roof study recommends tile replacement and repairs be performed. Included in the 2018-29 CIP is \$30,000 for the Brush Hill Train Station Roofs.

In order to secure competitive pricing, Public Services conducted a formal bid process beginning in August of 2018. The bid package was sent to six (6) prospective bidders, and the Village received one (1) proposal, which was from Mortenson Roofing Co., Inc.

Discussion & Recommendation

Village staff recommends rejection of the bid proposal as submitted by Mortenson Roofing Co., Inc. in the amount of \$36,000 for Brush Hill Train Station Roofs and \$28,000 for the KLM Lodge Roof. Rejection of the bid proposal is recommended as only one (1) bid was received and a technicality with the original bidding document was discovered, which our Village Attorney advised Village staff to reject the bid. Through discussions with the contractor, modifications to



REQUEST FOR BOARD ACTION

the specifications can be conducted to save costs. When the project is rebid, Public Services will modify the work and complete the project.

Budget Impact

Included in the FY 2018-19 Capital Budget is \$35,000 for KLM Lodge Roof Repairs and \$30,000 for Brush Hill Train Station Repairs. Mortenson Roofing Co., Inc. submitted a bid in the amount of \$28,000 for the KLM Lodge Roof Repairs and \$36,000 for the Brush Hill Train Station. The KLM Lodge Roof Repairs are \$7,000 under budget and the Brush Hill Train Station repairs are \$6,000 over budget.

Village Board and/or Committee Action

At the November 8, 2018 Village Board Meeting, the Village Board approved placement of this item to the Consent Agenda.

Documents Attached

1. Bid #1649 – Bid Tabulation
2. FY18-19 CIP Pages – KLM Lodge & Brush Hill Station Roof Project

Attachment #1

Village of Hinsdale
KLM Lodge Roof & Brush Hill Station Roofs Project
Bid Tabulation, 10:00 a.m., September 10, 2018
Bid #1649

		Mortenson Roofing
		Bid Bond
ITEM	DESCRIPTION	Price
1.	Brush Hill Train Station Roofs	\$36,000.00
2.	KLM Lodge Roof	\$28,000.00
	Total Bid	\$64,000.00

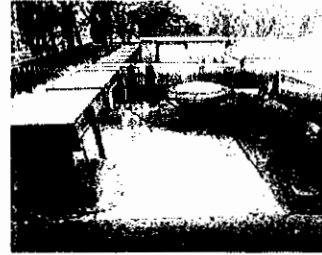
Attachment #2

Parks and Recreation

KLM Lodge	2018-19
Roof Repairs	\$35,000

Original Purchase Date

N/A



Project Description & Justification

The KLM Lodge is a rental property that is utilized for private events such as weddings and social activities. The Lodge has 12 individual roof peaks that encompass a variety of materials. Repairs to the roof, including patching, seal coating, and material replacement, are being recommended in accordance with the FY 2016-17 Village-owned roof study. A copy of the roof study will be provided electronically to all Trustees and Commissioners.

Project Update

There are no changes to this project.

Project Alternative

The alternative is to delay the project and reschedule the project during later years.

Public Services

Building Maintenance

2018-19

Repair Brush Hill Train Station Roof

\$30,000

Original Purchase Date

N/A



Project Description & Justification

The Village's main train station, Brush Hill, is a historic building with a clay tile roof. The roof has deteriorated to the point where repairs are required. The FY 2016-17 roof study recommends that \$30,000 in tile replacement and repairs be performed in FY 2018-19 to ensure that water does not infiltrate the roof and cause further damage. A copy of the roof study will be provided electronically to all Trustees and Commissioners.

Project Update

There are no changes to this project.

Project Alternative

If the roof repairs are not completed, the roof will continue to deteriorate resulting in leaks which could cause mold and structural damage.

REQUEST FOR BOARD ACTION
Community Development

AGENDA SECTION: Second Reading – ZPS

SUBJECT: Major Adjustment to approved Exterior Appearance and Site Plan of
Bill Jacobs Land Rover Dealership - Case A-34-2018
336 E. Ogden Ave. – B-3 General Business District

MEETING DATE: November 20, 2018

FROM: Chan Yu, Village Planner

Recommended Motion

Approve an Ordinance approving a First Major Adjustment to a Site Plan and Exterior Appearance Plan for Property Located at 336 E. Ogden Avenue - Bill Jacobs Group D/B/A Bill Jacobs Jaguar/Land Rover Hinsdale.

Background

On February 6, 2018, the Board of Trustees (BOT) approved Ordinance O2018-02, approving an Exterior Appearance and Site Plan for Bill Jacobs Land Rover to redevelop the former GM training facility at 336 E. Ogden Avenue for a Land Rover dealership. This major adjustment application reflects changes to the plan to also include a Jaguar dealership at the same location. These changes include:

- The garage door on the south has been eliminated and replaced with “man doors”.
- Reduction of garage doors on the east from 10 to 4 and parking spaces from 285 to 261.
- One (1) additional service bay inside. However, garage doors immediately leading into a service bay have all been eliminated.
- Minor additions to the east and south, but within the current building setbacks.
- Construct a new 2-way circulation aisle along the north side of the building, as supported by public input through neighborhood meetings. This was approved by the Zoning Board of Appeals (ZBA) on October 17, 2018, to allow it to be 19' wide versus the required 24' width. The objective of the circulation aisle is to reduce internal traffic at the south of the subject property, which is closer to the residential neighborhood.
- Construct decorative display pads for vehicular parking within the 25' front yard. This was approved by the ZBA to allow the front yard to be reduced to 5' versus the required 25'. Per the applicant, the purpose for this request is to meet Land Rover and Jaguar's requirement for exterior display vehicles with a front building façade that is symmetrical.
- No changes to the previously approved lighting site plan and privacy wall/fence.

The proposed horizontal addition will allow the dealership to have a symmetrical showroom to offer both Land Rover and Jaguar vehicles. The addition would not reduce the side yard setback, is within the current building envelope and not visible from the south or east property

lines. The proposed addition's height will match the approved 20-foot building height, material and façade design.

At the September 25, 2018, Plan Commission (PC) special meeting, the PC supported the requested changes to the building and logistical improvements to the site plan, and unanimously recommended approval of the application, as submitted. The PC also commended the applicant for proactively working with the neighbors prior to the public meetings. The applicant has hosted four (4) neighborhood meetings on July 6, 2018, July 12, 2018, July 26, 2018 and August 26, 2018, to introduce the scope of the application, collect feedback and answer questions by the neighborhood community.

The PC concurrently reviewed a sign application packet by the applicant, comprised of eight (8) signs. Four (4) of the 8 proposed signs required ZBA review, and a final decision by the Board of Trustees. The PC approved the 4 signs that did not require variations, and forwarded its recommendations to the ZBA regarding the 4 noncompliant signs. The ZBA approved signage and ZBA recommendations to the Village Board are consistent with the recommendations from the PC.

Discussion & Recommendation

On September 25, 2018, the Plan Commission reviewed the proposed major adjustment to exterior appearance and site plan and unanimously recommended the Village Board approve the application, as submitted, six (6) ayes and three (3) absent. Two neighbors spoke favorably and supported the request during the public comment period. It was noted that the applicant has been responsive to the concerns expressed by the neighbors.

Village Board and/or Committee Action

On August 14, 2018, the Village Board referred this major adjustment request to the Plan Commission for further hearing and review.

At the November 8, 2018, Board of Trustees special 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 November 8, 2018, and can be found on the Village website at:

http://cms4.revize.com/revize/hinsdale/document_center/VillageBoard/2018/11%20NOV/VBOT%20packet%2011%2008%2018.pdf

Summary Cover Letter (dated 08.30.18) and updated Application Exhibits (packet)

Zoning Map and Project Location

Birds Eye View Map

Street View of 336 E. Ogden Avenue

Previously Approved Ordinance/Exterior Appearance/Site Plan Exhibits (Case A-29-2017)

VILLAGE OF HINSDALE

ORDINANCE NO. _____

**AN ORDINANCE APPROVING A FIRST MAJOR ADJUSTMENT TO A SITE PLAN
AND EXTERIOR APPEARANCE PLAN FOR PROPERTY LOCATED AT 336 E.
OGDEN AVENUE - BILL JACOBS GROUP D/B/A BILL JACOBS JAGUAR/LAND
ROVER HINSDALE**

WHEREAS, the Village has previously, through adoption of Ordinance No. O2018-02 on February 6, 2018 (the "Original Ordinance"), approved a Site Plan/Exterior Appearance Plan submitted by Applicant Mr. Peter Nagel, Project Designer on behalf of the Bill Jacobs Group for the site located at 336 E. Ogden Avenue, Hinsdale, Illinois (the "Subject Property"); and

WHEREAS, the Village has received an application (the "Application") for approval of a first major adjustment to the final approved Site Plan/Exterior Appearance Plan. The Application seeks to revise the floorplan, front façade plans, and showroom to add the Jaguar brand to the existing Land Rover brand on the subject property, remove various garage doors, reduce parking spaces on the property from 285 to 261, and seeks construction of a two-way circulation aisle along the north side of the building (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, the President and Board of Trustees, upon initial consideration of the Application, referred it to the Plan Commission for consideration and review; and

WHEREAS, the Plan Commission, on September 25, 2018, held a meeting at which the Application was discussed. Following presentations and discussion, the Plan Commission recommended approval of the Proposed Modifications to the site plan and exterior appearance plans for the site as submitted. The revised site plan and exterior appearance plan incorporating the Proposed Modifications (the "Approved Plans"), are attached hereto and incorporated herein as **Group Exhibit A**; and

WHEREAS, the Application was recommended for approval by the Plan Commission on a vote of six (6) ayes, zero (0) nays, and three (3) 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 all of the materials, facts and circumstances affecting the Application and Proposed Modifications, including the Findings and Recommendation of the Plan Commission, and find the Application and Proposed Modifications satisfy 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..

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 a First 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 Proposed Modifications as a First Major Adjustment to the previously approved Site Plan/Exterior Appearance Plan for the Subject Property at 336 E. Ogden Avenue, as depicted in the revised plans attached hereto as **Group Exhibit A** and made a part hereof. Said First 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 by Ordinance No. O2018-02, are hereby amended to the extent provided, but only to the extent provided, by the approvals granted herein.

SECTION 3: Conditions on Approval. The approvals granted in Section 2 of this Ordinance are 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, 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 and the Original Ordinance, 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 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 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

GROUP EXHIBIT A

SITE PLAN/EXTERIOR APPEARANCE PLAN REVISIONS

(ATTACHED)



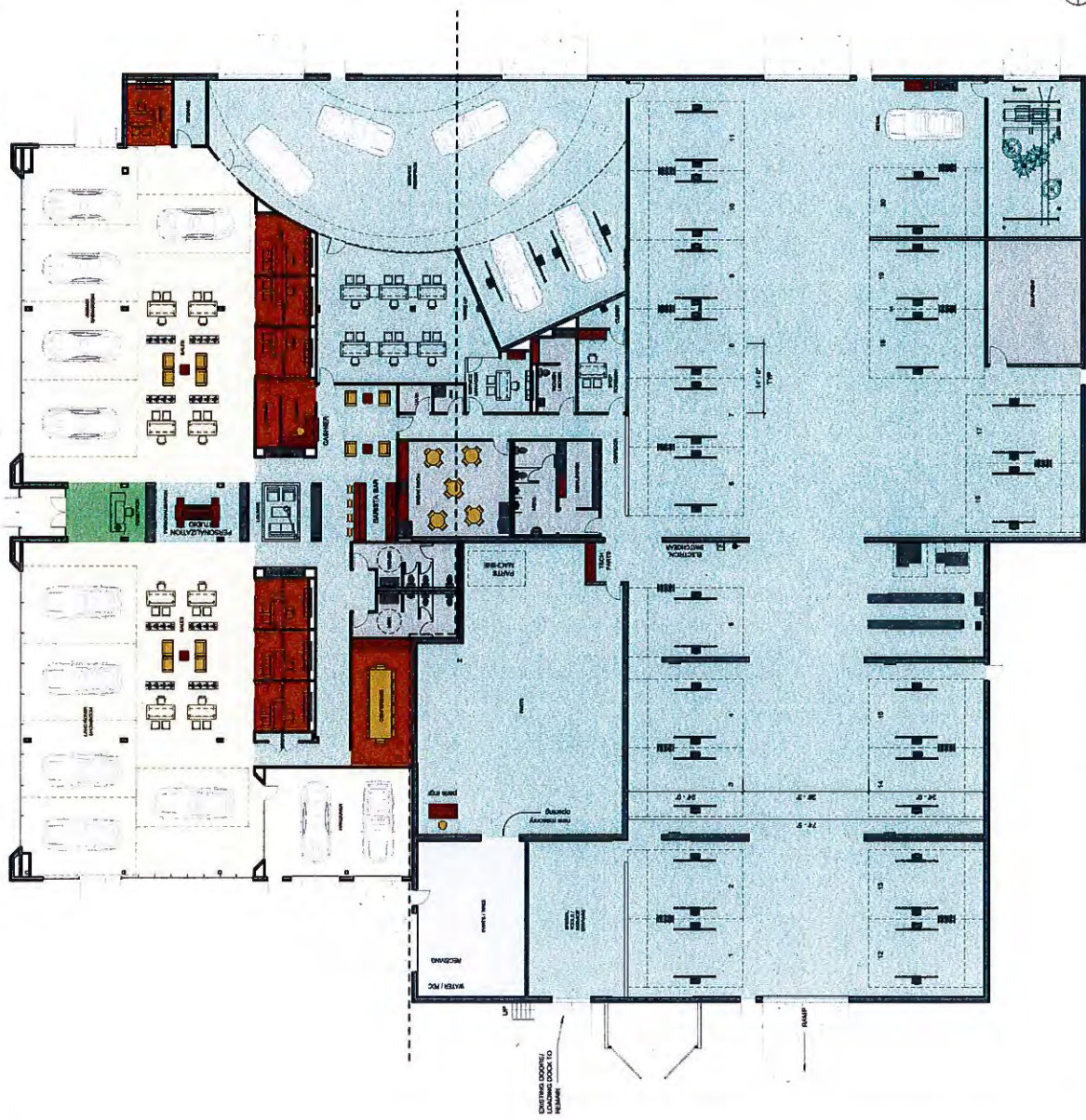
Jaguar Land Rover Hinsdale

Exterior Rendering



THE REDMOND COMPANY
 10000 W. 10th Avenue, Suite 100
 • CONSULTING • MANAGEMENT
 10000 W. 10th Avenue, Suite 100
 800.248.1400
 10000 W. 10th Avenue, Suite 100
 800.248.1400

Attachment 1



Jaguar Land Rover Hinsdale

First Floor

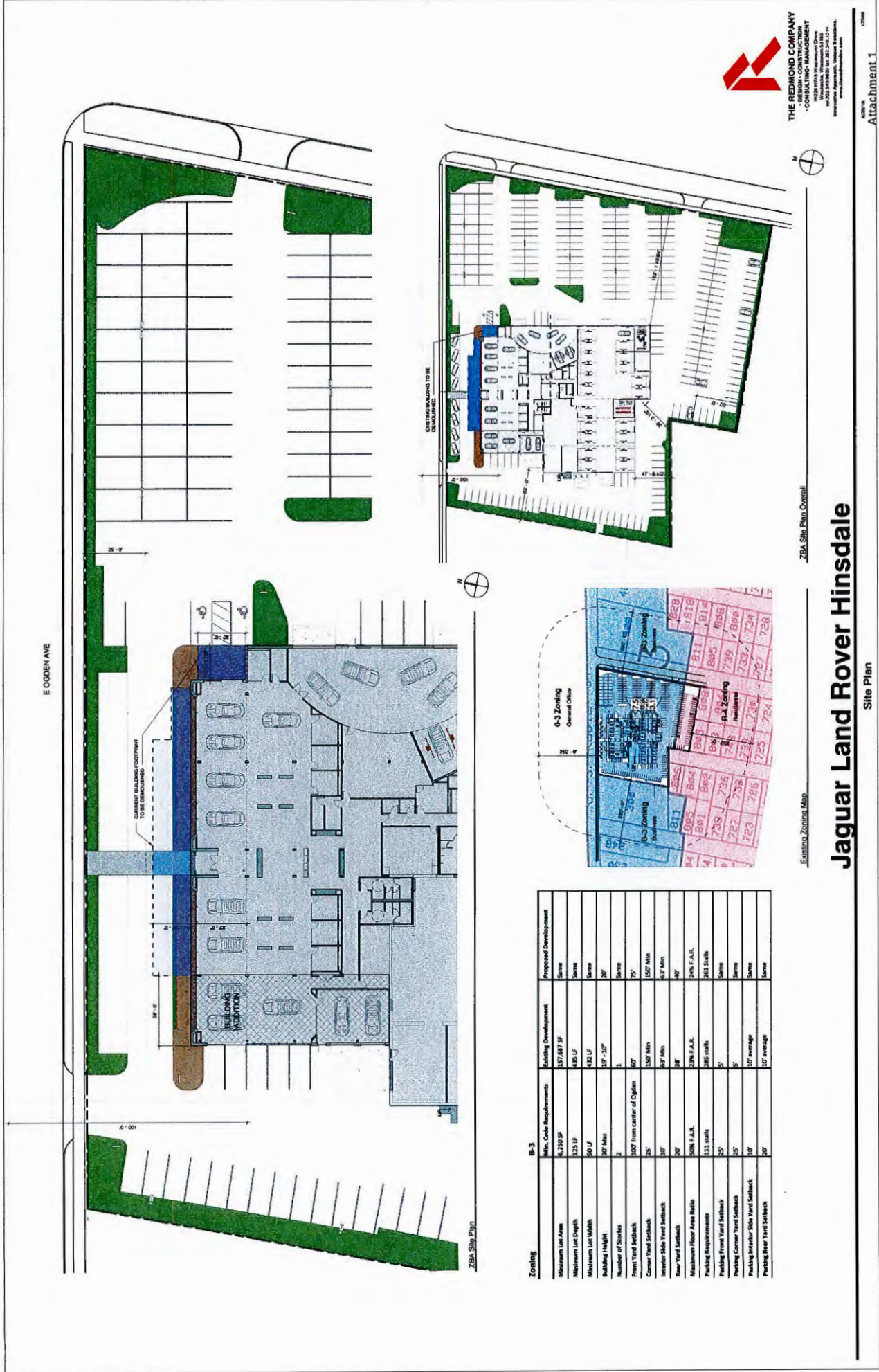
Attachment 1

THE REDMOND COMPANY
 10000 W. 10th Avenue, Suite 100
 Greenwood Village, CO 80120
 (303) 751-1111
 www.redmondco.com

CONSULTING - MANAGEMENT
 10000 W. 10th Avenue, Suite 100
 Greenwood Village, CO 80120
 (303) 751-1111
 www.redmondco.com

SCALE 3/32" = 1'-0"

N



THE REDMOND COMPANY
 10000 15th Avenue, Suite 100
 Redmond, WA 98073
 (206) 881-1000
 www.redmondcompany.com

28A Site Plan Overall

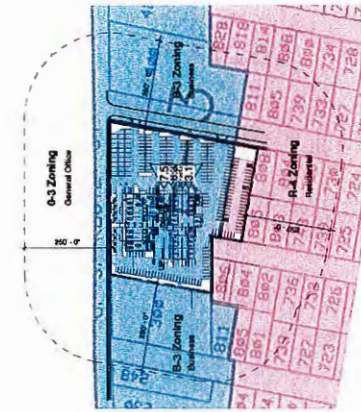
Existing Zoning Map

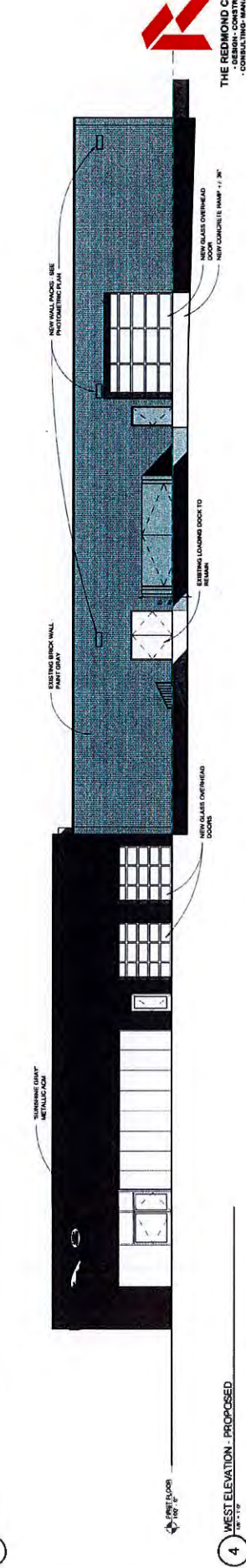
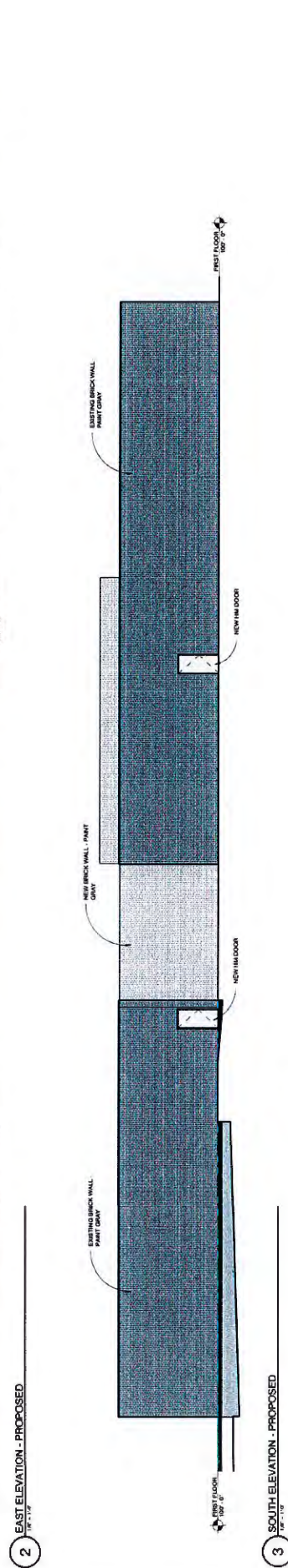
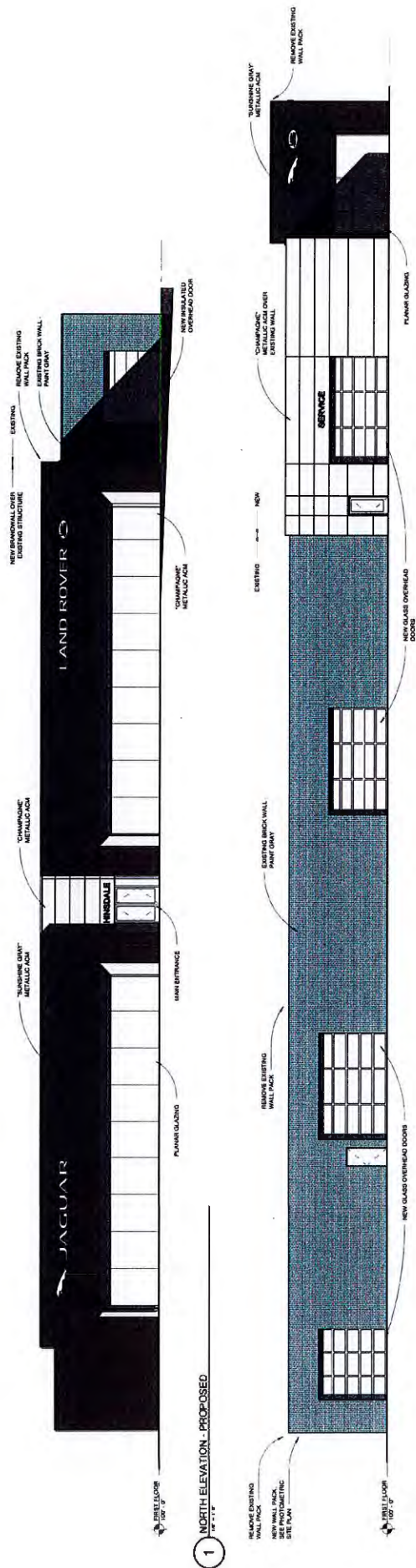
Jaguar Land Rover Hinsdale

Site Plan

Attachment 1

B-3		B-3	
Minimum Lot Area	Minimum Lot Depth	Minimum Lot Width	Minimum Lot Area
6,250 SF	125' LF	100' LF	10,000 SF
Minimum Lot Depth	125' LF	100' LF	10,000 SF
Minimum Lot Width	100' LF	100' LF	10,000 SF
Building Height	35' Max	35' Max	35' Max
Number of Stories	3	3	3
Front Yard Setback	100' from center of Right of Way	100' Min	100' Min
Corner Yard Setback	25'	150' Min	150' Min
Interior Side Yard Setback	10'	60' Min	60' Min
Rear Yard Setback	30'	30'	30'
Maximum Floor Area Ratio	50% F.A.R.	20% F.A.R.	20% F.A.R.
Parking Requirements	113 stalls	265 stalls	265 stalls
Parking Front Yard Setback	5'	5'	5'
Parking Corner Yard Setback	5'	5'	5'
Parking Interior Side Yard Setback	10'	10'	10'
Parking Rear Yard Setback	10'	10'	10'





Jaguar Land Rover Hinsdale

Exterior Elevations

Attachment 1

THE REDMOND COMPANY
- DESIGN • CONSTRUCTION
- CONSULTING • MANAGEMENT
90724 N715 Westmount Drive
Wausau, Wisconsin 53185
Tel: 262.549.9600 fax: 262.549.1314
www.thredmond.com
Innovative Approach. Unique Solutions.

BR-041	01/10/20
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EXHIBIT B

FINDINGS AND RECOMMENDATION

(ATTACHED)

HINSDALE PLAN COMMISSION

RE: Case A-34-2018 and A-43-2018 – Applicant: Bill Jacobs Group Land Rover – 336 E. Ogden Avenue

Request: Major Adjustment to Exterior Appearance/Site Plan Review and Signage in the B-3 General Business District

DATE OF PLAN COMMISSION (PC) REVIEW: September 25, 2018

DATE OF BOARD OF TRUSTEES 1ST READING: November 6, 2018

FINDINGS AND RECOMMENDATION

I. FINDINGS

1. The PC heard testimony from the applicant, Kevin Jacobs, and applicant's architect, Jerry Mortier. They reviewed the floorplan and front façade plans to revise the showroom to include the Jaguar brand to the subject property. The front building setback would be pulled back to reduce the existing legal nonconforming setback distance from 75' to 60'. It was noted by the applicant that the overall SF of the building will decrease slightly (11-605(E)).
2. The Plan Commission Chairman acknowledged and commended the applicant for working with the neighbors prior to the meeting by hosting four (4) neighborhood meetings. The applicant reviewed that they worked with the neighbors regarding the south, east and west sides of the building before submitting their plans to the Village, and noted the significant reduction in overhead doors (11-604(E)(3) and 11-604(F)(1)(f)).
3. The applicant reviewed the concurrent request to the Zoning Board of Appeals (ZBA) for the front drive aisle to reduce traffic in the rear of the lot (adjacent to the residential neighborhood), parking display pads in front of the building (11-604(F)(1)(f)) and signage.
4. A Plan Commissioner stated that the request is to allow 2 brands, which presumably would increase vehicle deliveries and service visits by 25%-50%, and stated this was a concern by the neighbors. The question is, how the 4 car delivery drive would serve the increase in demand. The applicant responded that area is for drop off and pick up only, and the service area only increased by one car bay. The applicant stated that cars are not delivered on the street, are instructed not to, and to report to them if anyone sees street deliveries. The Chairman asked 2 follow-up questions; if the 2 brands were discussed at the neighborhood meetings and what is the turnover rate for deliveries. The applicant responded yes, and it is up to the manufacturer, but it is typical for 3 times a month, respectively. (11-604(F)(1)(f))
5. A Plan Commissioner asked what the plan is for the current Land Rover location, immediately west of the subject property at 300 E. Ogden Avenue. The applicant responded they do not own that property, and will not be using it for the Land Rover/Jaguar business per their sales tax agreement with the Village. (11-604(F)(1)(f))
6. A Plan Commissioner asked if this location would offer subscription services. The applicant replied that they just launched that program in Naperville, but will not offer subscription services from the Hinsdale location. (11-604(F)(1)(a))
7. A Plan Commissioner asked if the site plan offers enough customer parking. The applicant responded that the service drive is well staffed, and customer parking spaces would be adequate. (11-604(F)(1)(g))
8. Two neighbors spoke during the public comment period, Mike Stick and Michael Rempert, and both spoke favorably for the request. Mike Stick expressed that the neighbors were primarily concerned about traffic, and Land Rover has been very responsive and have generally met their concerns; and he personally feels happy with the responsiveness, cooperation and the end product. Michael Rempert had a concern on the landscape plan, but it turned out to be an oversight. The landscape plan included former interior floor plans that did not match the latest site plan. (11-604(E)(3) and 11-604(F)(1)(f)).
9. The Plan Commission in general, supported the façade and logistical improvements to benefit the building, site plan and residential district to the south (11-606(E)).

10. The Plan Commission in general, supported the visual elements of the requested signage. However, was concerned about the overall number of signage (if there are too many for the site) and questioned if signs 5 and 6, facing west, would be visible due to the existing building at 300 W. Ogden Avenue. These concerns were recommended for the ZBA to consider (11-607(E)).
11. The Plan Commission approved the second ground sign modification request, as presented, supporting that it is appropriate to the subject property (11-607(F)).

II. RECOMMENDATIONS

Following a motion to recommend approval of the proposed major adjustment to the exterior appearance/site 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.

Following a motion to approve the proposed sign application as submitted, the Village of Hinsdale Plan Commission, on a vote of six (6) "Ayes," and three (3) "Absent," approved the request, and recommends that the ZBA carefully consider the overall number of signage and review if signs 5 and 6 are visible, as presented in the application (requiring variation relief).

THE HINSDALE PLAN COMMISSION By:

Stephen J. Cochran, Chairman

Dated this 10th day of OCTOBER, 2018.

REQUEST FOR BOARD ACTION
Community Development

AGENDA SECTION: Second Reading - ZPS

SUBJECT: Consideration of a Request for Variation-336 E. Ogden Avenue

MEETING DATE: November 20, 2018

FROM: Robert McGinnis, Director of Community Development/Building Commissioner

Recommended Motion

Approve an ordinance approving sign variations from Section 9-106 of the Village of Hinsdale Zoning Ordinance at 336 E. Ogden Avenue, Hinsdale, IL – Case Number V-07-18.

Background

In this application for variation, the applicant requests relief from the sign regulations set forth in section 9-106. Specifically the applicant is requesting four additional wall signs beyond the two that section 9-106(J)(3)(b) allows, and on-site informational signage at 6.75 square feet each vs. 3 square feet per 9-106(F)(8)(b). As the Zoning Board of Appeals does not have the authority to grant Building Coverage relief under section 11-503(E)(1), the request moves on to the Board of Trustees as a recommendation.

Discussion & Recommendation

Following a public hearing held on September 26, 2018, the Zoning Board of Appeals of the Village of Hinsdale ("ZBA") recommended approval of the Requested Variations on a unanimous vote of six (6) in favor and zero (0) opposed, with one (1) member absent.

Budget Impact

N/A

Village Board and/or Committee Action

At the November 8, 2018, Board of Trustees meeting, the Village Board had no issues with the application and moved the item forward for Second Reading.

Documents Attached

1. Draft Ordinance
2. Approved Findings of Fact and Recommendation
3. ZBA Application
4. Transcript

VILLAGE OF HINSDALE

ORDINANCE NO. _____

AN ORDINANCE APPROVING SIGN VARIATIONS FOR VARIOUS SIGNS AT 336 EAST OGDEN AVENUE – J & L HINSDALE, LLC D/B/A BILL JACOBS JAGUAR / LAND ROVER HINSDALE - CASE NUMBER V-07-18

WHEREAS, the Village of Hinsdale received an application (the "Application") from J & L Hinsdale, LLC d/b/a Bill Jacobs Jaguar / Land Rover Hinsdale (the "Applicant") requesting certain variations to certain provisions of the Hinsdale Zoning Ordinance ("Zoning Code") related to signage, located on the Property at 336 E. Ogden Avenue; and

WHEREAS, the Application has been referred to the Zoning Board of Appeals of the Village, and has been processed in accordance with the Zoning Ordinance, as amended; and

WHEREAS, the property that is the subject of the Application is located at 336 East Ogden, Hinsdale, Illinois (the "Subject Property"), and is in the Village's B-3 General Business Zoning District. The Subject Property is legally described in **Exhibit 1** attached hereto and made a part hereof; and

WHEREAS, the Applicant has requested the various sign variations in order to aid in the visibility of the business to traffic on Ogden Avenue so that customers can make a safe, rather than a sudden, turn, and for proper illumination of the signs. The specific variations sought are detailed in the body of this Ordinance below; and

WHEREAS, on September 26, 2018, the Zoning Board of Appeals of the Village of Hinsdale held a public hearing pursuant to notice given in accordance with State law and the Zoning Code, relative to the Application; and

WHEREAS, the Zoning Board of Appeals, after considering all of the testimony and evidence presented at the public hearing, recommended partial approval of the requested variations, subject to certain conditions; and

WHEREAS, the Zoning Board of Appeals has filed its report of Findings and Recommendation regarding the variations in Case Number V-07-18 with the President and Board of Trustees, a copy of which is attached hereto, along with the exhibits to the Findings and Recommendation, as **Exhibit 2** and made a part hereof; and

WHEREAS, the President and Board of Trustees of the Village of Hinsdale have reviewed and duly considered the Findings and Recommendation of the Zoning Board of Appeals, and all of the materials, facts, and circumstances related to the Application; and

WHEREAS, the President and Board of Trustees find that the variations requested in the Application satisfy the standards established in Sections 11-503 of the Hinsdale Zoning Ordinance governing variations.

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 Zoning Board of Appeals, a copy of which is attached hereto as **Exhibit 2** and made a part hereof, and incorporate such Findings and Recommendation herein by reference as if fully set forth herein.

SECTION 3: Variations. The President and Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and Subsection 11-503(A) of the Hinsdale Zoning Ordinance, grant variations to the following Sections of the Zoning Ordinance relative to signage on the Subject Properties, and with the following stated conditions:

- Section 9-106.J.3(b) of the Zoning Code, to allow a total of two (2) additional wall signs (signs 3 and 4 in the exhibit attached to the Findings and Recommendation attached hereto as **Exhibit 2**) on the building located on the Property beyond the two (2) wall signs authorized by the Zoning Code, subject to the condition that signs 3 and 4 not be illuminated during non-business hours; and
- Section 9-106.F.8(b) of the Zoning Code, to allow on-site information signage totaling 6.75 square feet, as opposed to the three (3) square feet allowed by the Zoning Code, subject to the condition that sign 8 as shown in the exhibit attached to the Findings and Recommendation attached hereto as **Exhibit 2** not be illuminated during non-business hours.

Note that the Zoning Board of Appeals recommended denial of two (2) additional wall signs making up a portion of one of the variations requested. The Zoning Board of Appeals recommendation of denial of a variation for those particular signs is affirmed.

SECTION 4: Severability and Repeal of Inconsistent Ordinances. 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, and 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 by the Village Clerk this same day.

Thomas K. Cauley, Jr., Village President

ATTEST:

Christine M. Bruton, Village Clerk

EXHIBIT 1

LEGAL DESCRIPTION OF THE SUBJECT PROPERTY

PARCEL 1:

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

PERMANENT INDEX NUMBER: 09-01-211-002

PARCEL 2:

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

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

PERMANENT INDEX NUMBER: 09-01-211-001

PARCEL 3:

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

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

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

GROUP EXHIBIT 2

**FINDINGS OF FACT AND RECOMMENDATION OF ZONING BOARD OF
APPEALS WITH ATTACHED EXHIBITS**

(ATTACHED)

**FINDINGS OF FACT AND RECOMMENDATION OF THE
VILLAGE OF HINSDALE ZONING BOARD OF APPEALS TO
THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES**

ZONING CASE NO: V-07-18

PETITIONER: J&L Hinsdale, LLC

APPLICATION: For certain Variations from the Zoning Code of the Village of Hinsdale ("Zoning Code") relative to certain signage and a building addition at 336 E. Ogden Avenue, Hinsdale, Illinois.

MEETING HELD: A Public Hearing was held on Wednesday, September 26, 2018 at 6:30 p.m. in Memorial Hall, in the Memorial Building, 19 East Chicago Avenue, Hinsdale, Illinois, pursuant to a notice published in The Hinsdalean on September 6, 2018.

PROPERTY: The subject property is commonly known as 336 E. Ogden Avenue, Hinsdale, Illinois (the "Property") and is legally described in Exhibit A attached hereto and made a part hereof.

SUMMARY OF REQUEST: The Village of Hinsdale has received a request from J&L Hinsdale, LLC, d/b/a Bill Jacobs Jaguar/Land Rover Hinsdale (the "Applicant") for certain variations relative to certain signage and the proposed construction of a building addition (the "Building Addition") to the existing Precode Structure located on the Property at 336 E. Ogden Avenue (the "Application"). A copy of the Application, showing the various signs requested by the Applicant, is attached hereto as Exhibit B and made a part hereof.

This Property is located in the B-3 General Business District in the Village of Hinsdale at the southwest corner of Ogden Avenue and Oak Street. The Property has a frontage of approximately 432', a depth of approximately 435', and a total square footage of approximately 157,687. The maximum FAR is .5 or approximately 78,843 square feet, and the maximum allowable lot coverage is 90% or approximately 141,918 square feet.

The Applicant has requested variations to the following Sections of the Zoning Code of the Village of Hinsdale ("Zoning Code") over which the Village President and Board of Trustees, upon a recommendation from the Zoning Board of Appeals of the Village of Hinsdale ("ZBA") has final authority:

- Section 9-106.J.3(b) of the Zoning Code, to allow a total of four (4) additional wall signs on the building located on the Property beyond the two (2) wall signs authorized by the Zoning Code; and

- Section 9-106.F.8(b) of the Zoning Code, to allow on-site information signage totaling 6.75 square feet, as opposed to the three (3) square feet allowed by the Zoning Code.

Collectively, these two (2) variation requests shall be referred to herein as the "Requested Variations."

In addition to the Requested Variations, three (3) additional variations over which the ZBA had final authority were sought and approved by the ZBA. Those variations were to Section 5-110.C.1(b) of the Zoning Code, to allow a front yard setback of seventy five (75) feet from the Ogden Avenue centerline as opposed to the one hundred (100) foot setback from the Ogden Avenue centerline required by the Zoning Code, to Sections 5-110.C.1. and 9-104.G.2(b) of the Zoning Code, to allow off street parking for display purposes only in a Required Front Yard, and to 9-104.I.3 of the Zoning Code to allow a nineteen (19) foot wide two-way drive aisle as opposed to the twenty four (24) foot drive aisle width required by the Zoning Code (together, the "Additional Variations" and, collectively with the Requested Variations, the "Variations"). The final decision of the ZBA on the Additional Variations is detailed in a separate Final Decision issued by the ZBA.

On September 26, 2018, following the conclusion of the public hearing on this matter, the ZBA recommended approval of one of the Requested Variations to the Village President and Board of Trustees of the Village, and partial approval of the other Requested Variation, with a condition, on a vote of six (6) in favor, zero (0) opposed, and one (1) absent.

PUBLIC HEARING: At the combined public hearing on the Variations, Kevin Jacobs and Jerry Mortier testified as representatives of the Applicant on the Variations.

The representatives of the Applicant described the requests of Jaguar to them, as the dealer, for signage on the Property. Jaguar had requested eighteen (18) signs, including a twenty (20) foot pylon sign, and the Applicant had narrowed the requests significantly, including getting the pylon sign height down to eight (8) feet. The Requested Variation for wall signs includes two on the front façade, for Jaguar and Land Rover, and two (2) additional signs on each side of the showroom consisting of smaller logos. All of the wall signs were proposed to be illuminated.

The representatives of the Applicant and members of the ZBA discussed the need for the various Requested Variations, including how many signs were really necessary, the location of the signs, whether certain signs constituted one (1) sign or two (2), the visibility of the business to drivers coming either east or west on Ogden Avenue, including the visibility to customers so that they could see the business as they approached and make a safe, rather than a sudden, turn, times for lighting of the signs, and whether certain signs were illuminated or not. It was clarified that the size of the wall signs complies with the Zoning Code requirements, the Requested Variation relates to the number of wall signs. The second Requested Variation related to the size, rather than the number, of informational signs. One says "service" in order to indicate where the service door is.

A member of the public spoke, noting that she agreed with discussion by the ZBA relative to turning off illumination of the wall signs on the sides of the building at night, and questioned the need for the wall signs on the side of the building at all.

There being no further questions or members of the public wishing to speak on the application, the Public Hearing was closed.

Members discussed the Requested Variations. A motion to recommend approval of the Requested Variations for the size of the informational signage and to allow two (2) of the four (4) requested additional wall signs was made by Member Engel and seconded by Member Murphy. The motion specified that the approvals of signs 3, 4 (east side wall signs) and 8 (the "Service" sign), were conditioned on those signs not being illuminated during non-business hours. Wall signs 5 and 6 on the west side of the building were not recommended for approval.

AYES: Members Moberly, Murphy, Alesia, Giltner, Engel, Chairman Neiman

NAYS: None

ABSTAIN: None

ABSENT: Member Podliska

FINDINGS: The following are the Findings of the ZBA relative to the Requested Variations:

1. *General Standard: Carrying out the strict letter of the provisions of the Zoning Code would create a particular hardship or a practical difficulty, based on satisfaction of the standards below:*

2. *Unique Physical Condition: The Subject Property is exceptional as compared to other lots subject to the same provision by reason of a unique physical condition, including presence of an existing use, structure, or sign, whether conforming or nonconforming; irregular or substandard shape or size; exceptional topographical features; or other extraordinary physical conditions peculiar to and inherent in the subject property that amount to more than a mere inconvenience to the owner and that relate to or arise out of the lot rather than the personal situation of the current owner of the lot.* The existing building on the Property is longstanding. The location of the building and the Property on Ogden creates challenges in terms of customer location of the business, especially for those travelling from the east after exiting I-294. It was noted that without the east facing wall sign, customers would not be able to identify the business until they were right in front of it. The members agreed that some, but not all of the wall signs were necessary for customer location and for the business to be commercially successful.

3. *Not Self-Created:* The unique physical condition is not the result of any action or inaction of the owner, or of the owner's predecessors in title and known to the owner prior to acquisition of the subject property, and existed at the time of the enactment of the provisions from which a variation is sought or was created by natural forces or was the result of governmental action, other than the adoption of the Zoning Code, for which no compensation was paid. The need for some of the Requested Variations is not self-created, and is in part driven by the existing physical conditions present on the Property and accommodations to the adjacent neighbors. The ZBA finds this standard to have been met.

4. *Denied Substantial Rights:* The carrying out of the strict letter of the provisions from which a variation is sought would deprive the owner of the subject property of substantial rights commonly enjoyed by owners of other lots subject to the same provision. In this case, requiring the Applicant to conform to the provisions of the Zoning Code for which relief is sought would limit the ability of the Applicant to, among other things, provide signage necessary to make a commercially viable use of the Property.

5. *Not Merely Special Privilege:* The alleged hardship or difficulty is not merely the inability of the owner or occupant to enjoy some special privilege or additional right not available to owners or occupants of other lots subject to the same provision, nor merely an inability to make more money from the use of the subject property; provided, however, that where the standards herein set out exist, the existence of an economic hardship shall not be a prerequisite to the grant of an authorized variation. The ability to, among other things, provide reasonable signage necessary for customers to locate the business, is not a special privilege. Because signs 5 and 6 requested for the west facing wall are not found to be necessary and would therefore be a special privilege, the ZBA recommends their denial.

6. *Code And Plan Purposes:* The variation would not result in a use or development of the subject property that would not be in harmony with the general and specific purposes for which the Zoning Code and the provision from which a variation is sought were enacted or the general purpose and intent of the official comprehensive plan. The ZBA found this standard to have been met as to the Requested Variations recommended for approval, but not for wall signs 5 and 6 recommended for denial.

7. *Essential Character Of The Area:* The variation would not result in a use or development on the subject property that:

(a) would be materially detrimental to the public welfare or materially injurious to the enjoyment, use, development, or value of property or improvements permitted in the vicinity; or (b) would materially impair an adequate supply of light and air to the properties and improvements in the vicinity; or (c) would substantially increase congestion in the public streets due to traffic or parking; or (d) would unduly increase the danger of flood or fire; or (e) would unduly tax public utilities and facilities in the area; or (f) would endanger the public health or safety.

The granting of the Variations recommended for approval will allow the redevelopment of the Property with a commercially viable building and business that can be located by customers. The Requested Variations, other than wall signs 5 and 6 that are recommended for denial, are not opposed by adjacent residential neighbors. Imposition of the proposed condition that signs 3, 4 and 8 not be illuminated during non-business hours will help to minimize the impact of the use on adjacent properties. The building already exists, and the utilities are already in place. The Requested Variations as recommended for approval will not endanger the public health or safety.

8. *No Other Remedy: There is no means other than the requested variations by which the alleged hardship or difficulty can be avoided or remedied to a degree sufficient to permit a reasonable use of the subject property.* The ZBA finds this standard has been met as to the Requested Variations recommended for approval.

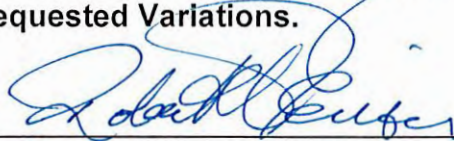
RECOMMENDATION:

Based on the Findings set forth above, the ZBA, by a vote of six (6) in favor, zero (0) opposed and one (1) absent, recommends to the President and Board of Trustees that the following Requested Variations relative to signage at the Property, located in the B-3 General Business Zoning District at 336 E. Ogden Road, be GRANTED:

- Section 9-106.J.3(b) of the Zoning Code, to allow a total of two (2) additional wall signs (signs 3 and 4 in Exhibit B) on the building located on the Property beyond the two (2) wall signs authorized by the Zoning Code, subject to the condition that signs 3 and 4 not be illuminated during non-business hours; and
- Section 9-106.F.8(b) of the Zoning Code, to allow on-site information signage totaling 6.75 square feet, as opposed to the three (3) square feet allowed by the Zoning Code, subject to the condition that sign 8 not be illuminated during non-business hours.

The ZBA recommends DENIAL of two (2) wall signs (signs 5 and 6 in Exhibit B) making up a portion of one of the Requested Variations.

Signed: _____



Robert Neiman, Chair
Zoning Board of Appeals
Village of Hinsdale

Date: _____

October 17, 2018

EXHIBIT A

LEGAL DESCRIPTION OF THE SUBJECT PROPERTY

PARCEL 1:

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

PERMANENT INDEX NUMBER: 09-01-211-002

PARCEL 2:

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

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

PERMANENT INDEX NUMBER: 09-01-211-001

PARCEL 3:

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

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

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

EXHIBIT B

APPLICATION FOR VARIATIONS

Zoning Calendar No. V-07-18, amended

VILLAGE OF HINSDALE
APPLICATION FOR VARIATION

COMPLETE APPLICATION CONSISTS OF TEN (10) COPIES
(All materials to be collated)

FILING FEES: RESIDENTIAL VARIATION \$850.00

NAME OF APPLICANT(S): J&L Hinsdale, LLC

ADDRESS OF SUBJECT PROPERTY: 336 E. Ogden Ave

TELEPHONE NUMBER(S): 630-357-1200

If Applicant is not property owner, Applicant's relationship to property owner.

DATE OF APPLICATION: 8/24/2018



RECEIVED
CB 8/30/18

SECTION I

Please complete the following:

1. Owner. Name, address, and telephone number of owner: J&L Hinsdale, LLC.
2495 Aurora Ave, Naperville, IL 60540. 630-357-1200
2. Trustee Disclosure. In the case of a land trust the name, address, and telephone number of all trustees and beneficiaries of the trust: N/A
3. Applicant. Name, address, and telephone number of applicant, if different from owner, and applicant's interest in the subject property: Kevin Jacobs
2495 Aurora Ave, Naperville, IL 60540
4. Subject Property. Address and legal description of the subject property: (Use separate sheet for legal description if necessary.)
336 E. Ogden Ave. See attached exhibit A for legal description.
5. Consultants. Name and address of each professional consultant advising applicant with respect to this application:
 - a. Attorney:
 - b. Engineer:
 - c. Architect: The Redmond Company. W228 N745 Westmound Dr., Waukesha, WI 53186
 - d.

6. **Village Personnel.** Name and address of any officer or employee of the Village with an interest in the Owner, the Applicant, or the Subject Property, and the nature and extent of that interest:
- a. N/A
- b. _____
7. **Neighboring Owners.** Submit with this application a list showing the name and address of each owner of (1) property within 250 lineal feet in all directions from the subject property; and (2) property located on the same frontage or frontages as the front lot line or corner side lot line of the subject property or on a frontage directly opposite any such frontage or on a frontage immediately adjoining or across an alley from any such frontage.
- After the Village has prepared the legal notice, the applicant/agent must mail by certified mail, "return receipt requested" to each property owner/ occupant. The applicant/agent must then fill out, sign, and notarize the "Certification of Proper Notice" form, returning that form and all certified mail receipts to the Village.
8. **Survey.** Submit with this application a recent survey, certified by a registered land surveyor, showing existing lot lines and dimensions, as well as all easements, all public and private rights-of-way, and all streets across and adjacent to the Subject Property.
9. **Existing Zoning.** Submit with this application a description or graphic representation of the existing zoning classification, use, and development of the Subject Property, and the adjacent area for at least 250 feet in all directions from the Subject Property.
10. **Conformity.** Submit with this application a statement concerning the conformity or lack of conformity of the approval being requested to the Village Official Comprehensive Plan and the Official Map. Where the approval being requested does not conform to the Official Comprehensive Plan or the Official Map, the statement should set forth the reasons justifying the approval despite such lack of conformity.
11. **Zoning Standards.** Submit with this application a statement specifically addressing the manner in which it is proposed to satisfy each standard that the Zoning Ordinance establishes as a condition of, or in connection with, the approval being sought.
12. **Successive Application.** In the case of any application being filed less than two years after the denial of an application seeking essentially the same relief, submit with this application a statement as required by Sections 11-501 and 11-601 of the Hinsdale Zoning Code.

SECTION II

When applying for a variation from the provisions of the Zoning Ordinance, you must provide the data and information required above, and in addition, the following:

1. Title. Evidence of title or other interest you have in the Subject Project, date of acquisition of such interest, and the specific nature of such interest.
2. Ordinance Provision. The specific provisions of the Zoning Ordinance from which a variation is sought:

Section 5-110.C.1 Minimum Yards and Setbacks
Section 10-104.B.1 Front and Rear Yard Vertical Extensions
Section 9-104.I.3 Off Street Parking Design Requirements - Circulation Aisles
Section 9-106.J.3.(b) Signs - Number of Signs per Lot
Section 9-106.F.8.(b) Signs - Site Informational Maximum Gross Surface Area

3. Variation Sought. The precise variation being sought, the purpose therefor, and the specific feature or features of the proposed use, construction, or development that require a variation: (Attach separate sheet if additional space is needed.)

See attached letter

4. Minimum Variation. A statement of the minimum variation of the provisions of the Zoning Ordinance that would be necessary to permit the proposed use, construction, or development: (Attach separate sheet if additional space is needed.)

See attached letter

5. Standards for Variation. A statement of the characteristics of Subject Property that prevent compliance with the provisions of the Zoning Ordinance and the specific facts you believe support the grant of the required variation. In addition to your general explanation, you must specifically address the following requirements for the grant of a variation:

- (a) Unique Physical Condition. The Subject Property is exceptional as compared to other lots subject to the same provision by reason of a unique physical condition, including presence of an existing use, structure of sign, whether conforming or nonconforming; irregular or substandard shape or size; exceptional topographical features; or other extraordinary physical conditions peculiar to and inherent in the Subject Property that amount to more than a mere inconvenience to the owner and that relate to or arise out of the lot rather than the personal situation of the current lot owner.
- (b) Not Self-Created. The aforesaid unique physical condition is not the result of any action or inaction of the owner, or of the owner's predecessors in title and known to the owner prior to acquisition of the Subject Property, and existed at the time of the enactment of the provisions from which a variation is sought or was created by natural forces or was the result of governmental action, other than the adoption of this Code, for which no compensation was paid.
- (c) Denied Substantial Rights. The carrying out of the strict letter of the provision from which a variation is sought would deprive the owner of the Subject Property of substantial rights commonly enjoyed by owners of other lots subject to the same provision.
- (d) Not Merely Special Privilege. The alleged hardship or difficulty is not merely the inability of the owner or occupant to enjoy some special privilege or additional right not available to owners or occupants of other lots subject to the same provision, nor merely an inability to make more money from the use of the subject property; provided, however, that where the standards herein set out exist, the existence of an economic hardship shall not be a prerequisite to the grant of an authorized variation.
- (e) Code and Plan Purposes. The variation would not result in a use or development of the Subject Property that would not be in harmony with the general and specific purposes for which this Code and the provision from which a variation is sought were enacted or the general purpose and intent of the Official Comprehensive Plan.
- (f) Essential Character of the Area. The variation would not result in a use or development of the Subject Property that:
 - (1) Would be materially detrimental to the public welfare or materially injurious to the enjoyment, use development, or value of property of improvements permitted in the vicinity; or
 - (2) Would materially impair an adequate supply of light and air to the properties and improvements in the vicinity; or
 - (3) Would substantially increase congestion in the public streets due to traffic or parking; or

- (4) Would unduly increase the danger of flood or fire; or
- (5) Would unduly tax public utilities and facilities in the area; or
- (6) Would endanger the public health or safety.
- (g) No Other Remedy. There is no means other than the requested variation by which the alleged hardship or difficulty can be avoided or remedied to a degree sufficient to permit a reasonable use of the Subject Project.
(Attach separate sheet if additional space is needed.)

SECTION III

In addition to the data and information required pursuant to any application as herein set forth, every Applicant shall submit such other and additional data, information, or documentation as the Village Manager or any Board of Commission before which its application is pending may deem necessary or appropriate to a full and proper consideration and disposition of the particular application.

1. A copy of preliminary architectural and/or surveyor plans showing the floor plans, exterior elevations, and site plan needs to be submitted with each copy of the zoning petitions for the improvements.
2. The architect or land surveyor needs to provide zoning information concerning the existing zoning; for example, building coverage, distance to property lines, and floor area ratio calculations and data on the plans or supplemental documents for the proposed improvements.

SECTION IV

1. Application Fee and Escrow. Every application must be accompanied by a non-refundable application fee of \$250.00 plus an additional \$600.00 initial escrow amount. The applicant must also pay the costs of the court reporter's transcription fees and legal notices for the variation request. A separate invoice will be sent if these expenses are not covered by the escrow that was paid with the original application fees.
2. Additional Escrow Requests. Should the Village Manager at any time determine that the escrow account established in connection with any application is, or is likely to become, insufficient to pay the actual costs of processing such application, the Village Manager shall inform the Applicant of that fact and demand an additional deposit in an amount deemed by him to be sufficient to cover foreseeable additional costs. Unless and until such additional amount is deposited by the Applicant, the Village Manager may direct that processing of the application shall be suspended or terminated.
3. Establishment of Lien. The owner of the Subject Property, and if different, the Applicant, are jointly and severally liable for the payment of the 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 the Subject Property for the fee plus costs of collection, if the account is not settled within 30 days after the mailing of a demand for payment.

SECTION V

The owner states that he/she consents to the filing of this application and that all information contained herein is true and correct to the best of his/her knowledge.

Name of Owner: J&L Hinsdale, LLC

Signature of Owner: 

Name of Applicant: Kevin Jacobs

Signature of Applicant: 

Date: 8/24/2018

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

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

PARCEL 2:

A PART OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
COMMENCING ON THE EAST LINE OF SAID NORTHEAST 1/4, 279 FEET SOUTH OF THE NORTHEAST CORNER OF SAID QUARTER SECTION; THENCE SOUTH 79 DEGREES 48 MINUTES WEST 938.41 FEET TO THE NORTHWEST CORNER OF LOT 16 IN HINSDALE HIGHLANDS, FOR A POINT OF BEGINNING; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID QUARTER 300 FEET; THENCE SOUTH 79 DEGREES 48 MINUTES WEST 200 FEET; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID NORTHEAST 1/4 300 FEET TO AN IRON STAKE ON THE SOUTH LINE OF OGDEN AVENUE; THENCE NORTH 79 DEGREES 48 MINUTES EAST 200 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 3:

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

PIN: 09-01-211-001
 09-01-211-002
 09-01-211-003
 19-01-211-004

Address: 333 E. Ogden Avenue, Hinsdale, Illinois 60521

STATE OF ILLINOIS)
) ss
COUNTY OF DUPAGE)

AFFIDAVIT OF TITLE

The undersigned affiant, being first duly sworn, on oath says, and also covenants with and warrants to the Grantee hereinafter named:

That affiant has an interest in the premises described below or in the proceeds thereof or is the grantor in the Special Warranty Deed dated January 26, 2017 to J & L HINSDALE, L.L.C., an Illinois Limited Liability Company, Grantee(s), conveying the following described premises:

LEGAL DESCRIPTION:
SEE ATTACHED EXHIBIT "A"

That no labor or material has been furnished for premises, within the last four months, that is not fully paid for.

That since the title date of December 28, 2016, in the report on title issued by Greater Metropolitan Title, LLC File No. 13-1513 affiant has not done or suffered to be done anything that could in any way affect the title of the premises, and no proceedings have been filed by or against affiant, nor has any judgement or decree been rendered against affiant, nor is there any judgement note or other instrument that can result in a judgement or decree against affiant within five days from the date hereof.

That the parties, if any, in possession of premises are bona fide tenants only, and have paid promptly and in full their rent to date, and are renting from N/A to N/A, and not for any longer term, and have no other further interest whatsoever in premises.

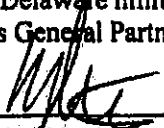
That all water taxes, except the current bill, have been paid, and that all the insurance policies assigned have been paid for.

That this instrument is made to induce, and in consideration of, the said grantee's consummation of the purchase of the premises.

AFFIANT further states: Naught.

NAPLETON INVESTMENT PARTNERSHIP, LP
a Delaware limited partnership

By: Napleton Management Company, LLC,
a Delaware limited liability company,
its General Partner



Edward F. Napleton, not individually, but solely
as Trustee of the Edward F. Napleton
Revocable Self Declaration of Trust
U/A/D 10/01/92, Manager

J & L Hinsdale, LLC
2495 Aurora Ave.
Naperville, IL 60540

Re: 336 E. Ogden - Yard Setback for Precode structure (Section 5-110.C.1)

General description of Variance requested:

J&L Hinsdale is requesting to be allowed a small horizontal building addition and a parking area for a precode structure in order to meet specific requirements being mandated by Jaguar Land Rover "JLR" for the development of this site. JLR mandates a front façade that is symmetrical. JLR requires 5 cars within each showroom. Each of these vehicles requires a clear width of 15'-10", which is determining the overall width needed for the front of the building.

To meet the JLR requirements and allow for proper site circulation, the existing front façade of the building is being pulled back and a vehicle parking area is being added along Ogden Avenue. These changes are reducing the overall non-conformity for the existing building, while maintaining the existing parking setback currently on the site. Unfortunately, to meet the width and display vehicle requirements mandated, a small horizontal addition is needed to house the showroom display vehicles.

Expanded Response from Application:

Section I

10. Conformity:

The approval being requested conforms with the Village Official Comprehensive Plan and the Official Map except for:

- 1) The horizontal expansion of the building within a yard setback, for a precode structure, per section 10-104 (B) 1 and 5-110.C.1.
- 2) The minimum 25' yard requirement per section 5-110.C.1.

11. Zoning Standards:

Please refer to section II

Section II

3. Variation Sought

Allow for a horizontal expansion of the existing building within the required yard setback. The proposed expansion will reduce the level of non-conformity. See attached site plan for the specific expansion area and the decrease in non-conformity.

Allow for vehicular parking within the required 25 foot yard located directly in front of the proposed building. The proposed parking setback will match the existing parking lot setback on this site.

4. Minimum Variation:

Allow for a 30'-0" building horizontal expansion within the required 100 foot building setback and allow for a 5'-0" front yard for the display vehicle parking along Ogden, to match the adjacent, existing parking lot setbacks.

5. Standards for Variation:

The Characteristics of the property that prevent compliance with the provisions of the zoning ordinance are:

(a) Unique Physical Conditions:

The existing precode structure is positioned within the 100' Yard Setback. The front façade is currently positioned 39' – 6" +/- within the required yard setback.

The existing parking lot is positioned within the required front yard.

(b) Not Self-Created:

This is an existing precode structure and site condition, both of which were constructed prior to the current yard setbacks being regulated.

(c) Denied Substantial Rights:

The denial of this request would prevent the development of this building for the intended use.

(d) Not Merely a Special Privilege:

The opportunity to repurpose a building with a slight horizontal addition and a reduction in the required front yard, while also improving the overall non-conformity of the existing building is not a special privilege.

(e) Code and Plan Purposes:

The proposed use of the facility will be same as was just approved by the Village Board 8 months prior.

(f) Essential Character of the Area:

- 1 The horizontal addition or front yard reduction is not materially detrimental to the public welfare or materially injurious to the enjoyment, use development, or value of property of improvements permitted in the vicinity.
- 2 The proposed addition or display vehicle parking will not impact the "light and air" of any neighboring properties
- 3 The horizontal addition or display vehicle parking will not have any additional traffic impacts on the surrounding areas.
- 4 There is not an increased risk of fire or flood with the horizontal addition or display vehicle parking.
- 5 The horizontal addition will be less of a burden on public utilities as it's resulting in a slightly smaller building than what exists today.
- 6 There is no impact to public health or safety with the horizontal addition or display vehicle parking.

(g) Other Remedy:

Other solutions explored required additions to other portions of the building and increased vehicular traffic adjacent to the residential neighbors at the South side of the lot that would be detrimental to the residential neighborhood behind this site. This solution has the least impact on all neighboring properties.

Section III

1. Site Plan, Floor Plan and Elevations included.
2. Zoning information indicated on provided drawings.

J & L Hinsdale, LLC
2495 Aurora Ave.
Naperville, IL 60540

Re: 336 E. Ogden – Circulation Requirements (Section 9-14.1.3)

General description of Variance requested:

J&L Hinsdale is requesting a variance to reduce the required width of a two-way circulation aisle to be located on the North side of the building along E. Ogden Avenue.

To allow for proper site circulation and reduce the amount of vehicular traffic along the south end of the property, the proposed aisle must be located between the existing building and Ogden Avenue. The existing space between the building and Ogden is limited due to the location of the precode structure. This existing condition is the reason for this variance request.

Expanded Response from Application:

Section I

10. Conformity:

The approval being requested conforms with the Village Official Comprehensive Plan and the Official Map except for the two-way circulation aisle minimum width requirement for the aisle located in front of the building, per section 9-104.1.3

11. Zoning Standards:

Please refer to section II

Section II

3. Variation Sought

Allow for a reduction in the minimum two way circulation aisle width for the circulation aisle located along the north side of the building.

4. Minimum Variation:

Allow for a 19'-0" wide two way circulation aisle along the North side of the building.

5. Standards for Variation:

The Characteristics of the property that prevent compliance with the provisions of the zoning ordinance are:

(a) Unique Physical Conditions:

The proximity of the existing precode structure to Ogden Avenue is limiting the amount of space available to provide the proposed two way circulation aisle.

(b) Not Self-Created:

The existing precode structures proximity to Ogden Avenue was built before the current setback requirements were being regulated.

(c) Denied Substantial Rights:

The denial of this request would prevent the development of this building for the intended use as it would not allow for the Jaguar Land Rover mandated interior and exterior vehicular displays.

(d) Not Merely a Special Privilege:

The opportunity to repurpose a building with a slight reduction in the required two-way circulation aisle width is not a special privilege.

(e) Code and Plan Purposes:

The proposed use of the facility will be the same as was just approved by the Village Board 8 months prior.

(f) Essential Character of the Area:

- 1 The reduction is not materially detrimental to the public welfare or materially injurious to the enjoyment, use development, or value of property of improvements permitted in the vicinity.
- 2 The proposed reduction will not impact the "light and air" of any neighboring properties
- 3 The proposed reduction will not have any additional traffic impacts on the surrounding areas.
- 4 There is not an increased risk of fire or flood with the reduction in circulation aisle width.
- 5 The reduction would have no impact on public utilities.
- 6 There is no impact to public health or safety with the reduction to the circulation aisle width.

(g) Other Remedy:

Other solutions explored required more vehicular traffic be directed toward the back of the building adjacent to the residential neighbors at the South side of the lot. The increased traffic would be detrimental to the residential neighborhood behind this site. This solution has the least impact on all neighboring properties.

Section III

1. Site Plan, Floor Plan and Elevations included.
2. Zoning information indicated on provided drawings.

J & L Hinsdale, LLC
2495 Aurora Ave.
Naperville, IL 60540

Re: 336 E. Ogden – Number of Wall Signs (Section 9-106.J.4.(b))

General description of Variance requested:

J&L Hinsdale is requesting the ability to provide a total of four branded wall signs on the proposed building, with no increase being requested for the maximum 300 gross square feet already allowed by section 9-106.J.4.(b).

Expanded Response from Application:

Section I

10. Conformity:

The approval being requested conforms with the Village Official Comprehensive Plan and the Official Map except for:

- 1) The number of wall signs exceeds that which is allowed per section 9-106.J.3(b).

11. Zoning Standards:

Please refer to section II

Section II

3. Variation Sought

Allow for additional wall signs to be provided on the proposed building facing East and West along Ogden.

4. Minimum Variation:

Allow for four (4) wall signs to be installed on the proposed building.

5. Standards for Variation:

(a) Unique Physical Conditions:

Jaguar Land Rover is mandating use of signage on East and West ends of building. Proximity of precode structure to Ogden Avenue reduces visibility of JLR mandated signage on north façade of building.

(b) Not Self-Created:

This is an existing pre-code structure and manufacturer mandate.

(c) Denied Substantial Rights:

The denial of this request would prevent the development from providing manufacturer mandated signage and would limit visibility of wall signage along Ogden Avenue.

(d) Not Merely a Special Privilege:

The opportunity to provide more evenly distributed signage along Ogden Avenue, so as to be visible when approaching from the east and west is not a special privilege.

(e) Code and Plan Purposes:

The proposed signage would not create a condition that is outside the general purposes of the ordinance and would not result in an increased overall allowable square footage of signage. The proposed variance would only allow for a more even distribution of the building signage.

(f) Essential Character of the Area:

- 1 The increased sign quantity is not materially detrimental to the public welfare or materially injurious to the enjoyment, use development, or value of property of improvements permitted in the vicinity.
- 2 The increased sign quantity will not impact the "light and air" of any neighboring properties
- 3 The increased sign quantity will not have any additional traffic impacts on the surrounding areas.
- 4 There is not an increased risk of fire or flood with the increased sign quantity.
- 5 The increased sign quantity will not have any burden on public utilities.
- 6 There is no impact to public health or safety with the increased sign quantity.

(g) Other Remedy:

Other solutions explored would have required additional ground signs.

Section III

1. Site Plan, Floor Plan and Elevations included.
2. Zoning information indicated on provided drawings.

J & L Hinsdale, LLC
2495 Aurora Ave.
Naperville, IL 60540

Re: 336 E. Ogden – Site Informational Signs

General description of Variance requested:

J&L Hinsdale is requesting to be allowed to provide site informational signs that are larger than 3 square feet as required per section 9-106.F.8.(b).

Expanded Response from Application:

Section I

10. Conformity:

The approval being requested conforms with the Village Official Comprehensive Plan and the Official Map except for the size limitation for the site information signs per section 9-106.F.8.(b).

11. Zoning Standards:

Please refer to section II

Section II

3. Variation Sought

Allow for an increase in the size of two (2) wall mounted site informational signs.

4. Minimum Variation:

Allow for two (2) wall mounted site informational signs that are a maximum of 6.75 square foot each.

5. Standards for Variation:

The Characteristics of the property that prevent compliance with the provisions of the zoning ordinance are:

(a) **Unique Physical Conditions:**

Jaguar Land Rover mandated signage requirements.

(b) **Not Self-Created:**

Jaguar Land Rover mandated signage requirements.

(c) **Denied Substantial Rights:**

The denial of this request would prevent the development from meeting the Jaguar Land Rover mandated signage requirements.

(d) Not Merely a Special Privilege:

Increase in signage area to fit with the scale of the overall building.

(e) Code and Plan Purposes:

The proposed use of the facility will be same as was just approved by the Village Board 8 months prior.

(f) Essential Character of the Area:

1. The slight increase in allowable site informational signage area is not materially detrimental to the public welfare or materially injurious to the enjoyment, use development, or value of property of improvements permitted in the vicinity.
2. The proposed signage increase will not impact the "light and air" of any neighboring properties
3. The proposed signage increase will not have any additional traffic impacts on the surrounding areas.
4. There is not an increased risk of fire or flood with the proposed signage increase.
5. The signage increase will not be any more of a burden on public utilities.
6. There is no impact to public health or safety with the proposed signage increase.

(g) Other Remedy:

Other solutions explored required signage that did not meet the manufacturer mandated requirements.

Section III

1. Site Plan, Floor Plan and Elevations included.
2. Zoning information indicated on provided drawings.
3. Signage Drawings included.



Jaguar Land Rover Hinsdale

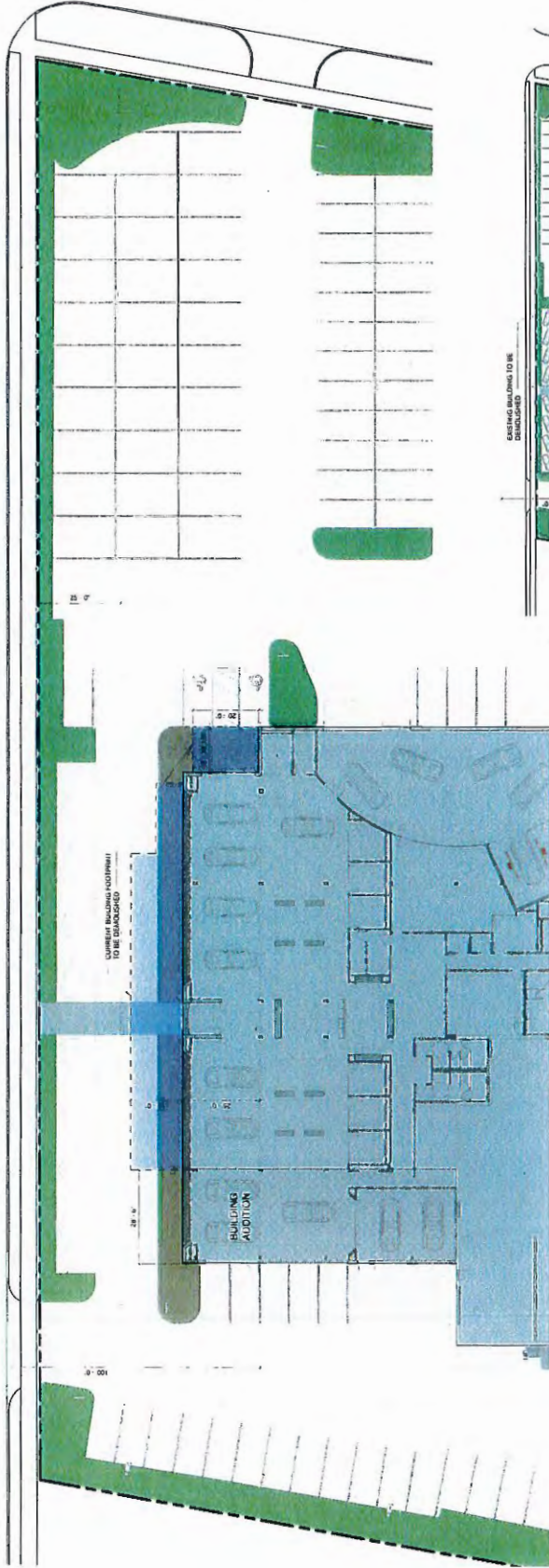
Exterior Rendering



THE REDMOND COMPANY
- DESIGN - CONSTRUCTION
- CONSULTING - MANAGEMENT
10000 N. 10th Avenue
Suite 100
Wauwatosa, WI 53190
Tel: 262.598.8800 or 262.549.1314
Fax: 262.598.8801
www.redmondco.com

Redmond 1/10/16

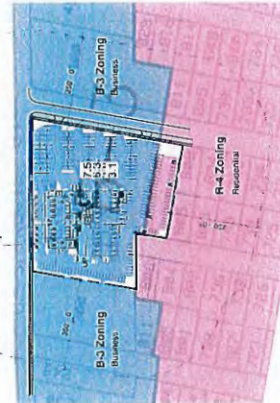
E OGDEN AVE



ZBA Site Plan

Zoning	Min. Code Requirements	Existing Development	Proposed Development
B-3	Minimum Lot Area	5,250 SF	157,887 SF
	Minimum Lot Depth	125 LF	Same
	Minimum Lot Width	90 LF	Same
	Building Height	10' Max	10' - 10'
	Number of Stories	2	Same
	Front Yard Setback	100' from center of Curb	100'
	Corner Yard Setback	25'	100' Min
	Interior Side Yard Setback	10'	63' Min
	Rear Yard Setback	20'	38'
	Maximum Floor Area Ratio	50% F.A.R.	23% F.A.R.
	Parking Requirements	111 stalls	285 stalls
	Parking Front Yard Setback	25'	Same
	Parking Corner Yard Setback	25'	Same
	Parking Interior Side Yard Setback	10'	10' average
	Parking Rear Yard Setback	10'	10' average

0-3 Zoning
General Office



Existing Zoning Map

ZBA Site Plan Overall

Jaguar Land Rover Hinsdale

Site Plan



THE REDMOND COMPANY
CONSULTING ENGINEERS
10230 N. 25th Street, Suite 100
Portland, OR 97228
Tel: 503.455.8000 Fax: 503.455.1314
www.redmondco.com

1/1/04



The Lighting of the Parking Lot will be reduced to security levels one hour after closing, but no later than 9 p.m.. Security levels are defined as 15,000 lumens per fixture.

The adjacent neighbors, Village, and applicant agree to meet, if deemed necessary by any party, thirty (30) days after the lights are first in use in order to evaluate and assess the impact of the lights and to determine whether modifications are necessary.

All fixtures shall be 3000 kelvin per the fixture manufacturer product data.

No fixture on the site shall exceed 60,000 lumens. Any additions and/or modifications (other than lighting level) to the approved lighting plan, as shown, shall be considered and processed as major adjustments pursuant to the Village's site plan major adjustment process and shall include a notification to the neighbors within 250 feet of the subject property.

All other ordinances with respect to site lighting will be met; i.e. .5 fc at lot lines.

FIXTURE OA-C (INVENTORY) Back-Back, 3000K
 FIXTURE OC-C (INVENTORY) Twin, 3000K
 FIXTURE OH-C (SERVICE) Back-Back, 3000K, light split control
 FIXTURE OF (PROPERTY LINE) Single, 3000K, directional arm
 FIXTURE WA (BUILDING SE CORNER) Single, 3000K, light split control
 FIXTURE WB (BUILDING WEST) Single, 3000K, light split control
 ALL FIXTURE TYPES WILL BE "SLADE STYLE" LED FIXTURES

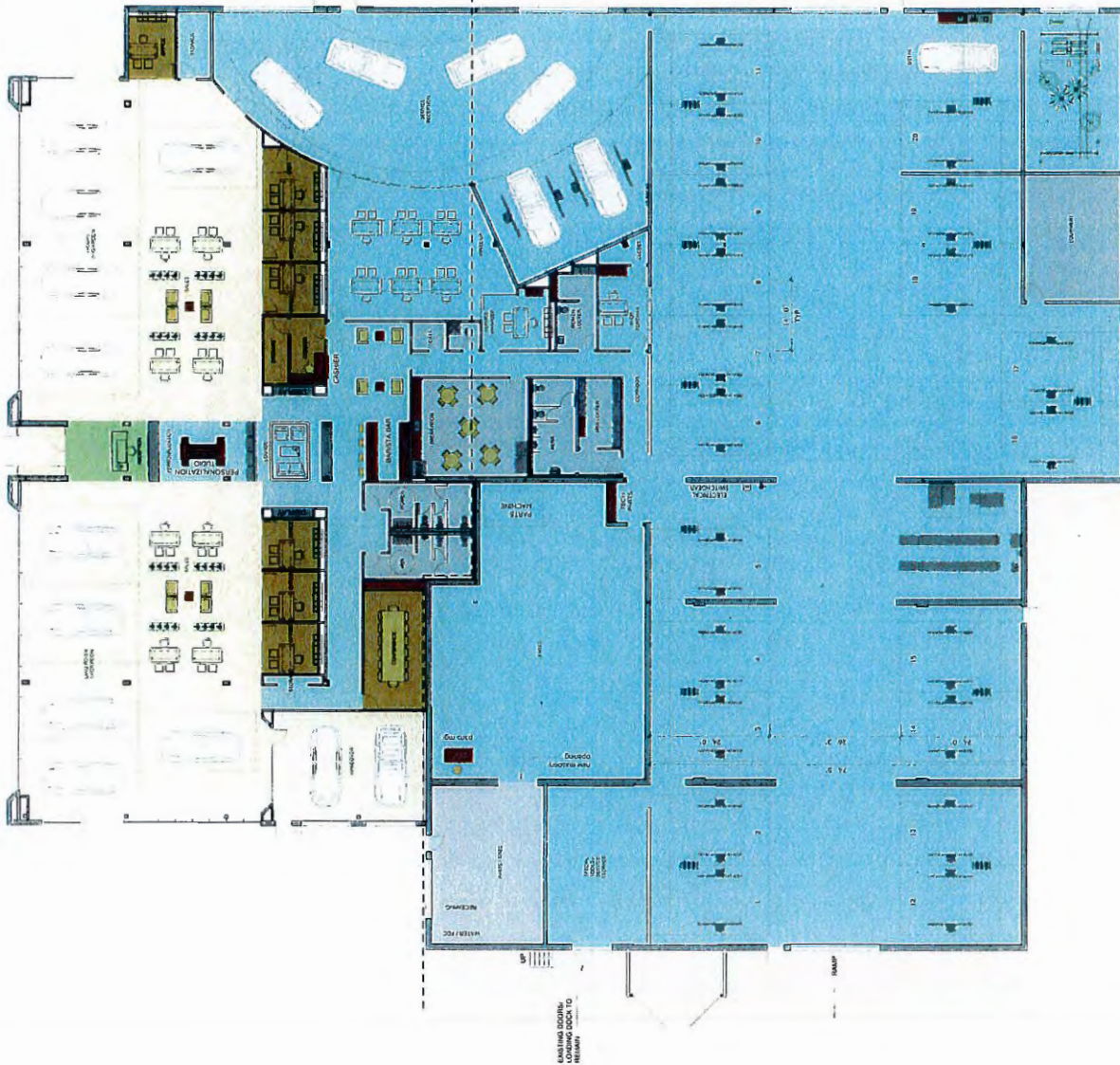

THE REDMOND COMPANY
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 • CONSULTING • MANAGEMENT
 W228 N463 Westmont Drive
 Wausau, Wisconsin 54981
 tel 262 549 9000 fax 262 549 1214
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Jaguar Land Rover Hinsdale

Site Lighting Plan

8/20/18

17048



Jaguar Land Rover Hinsdale

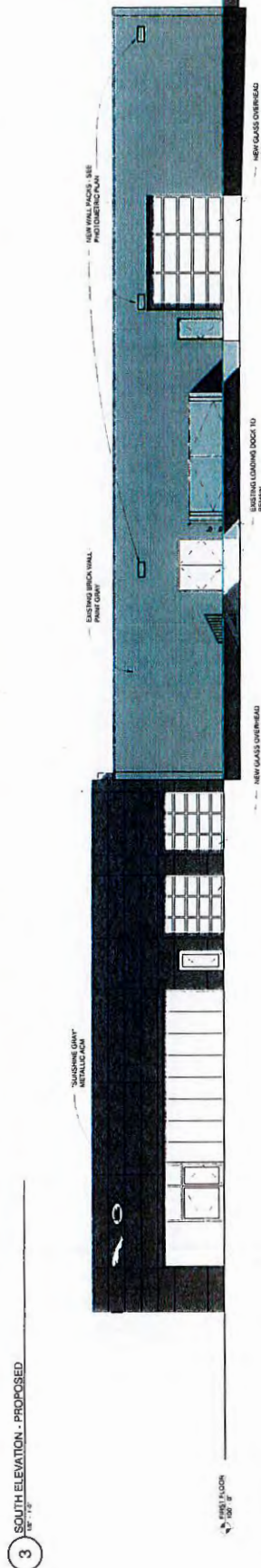
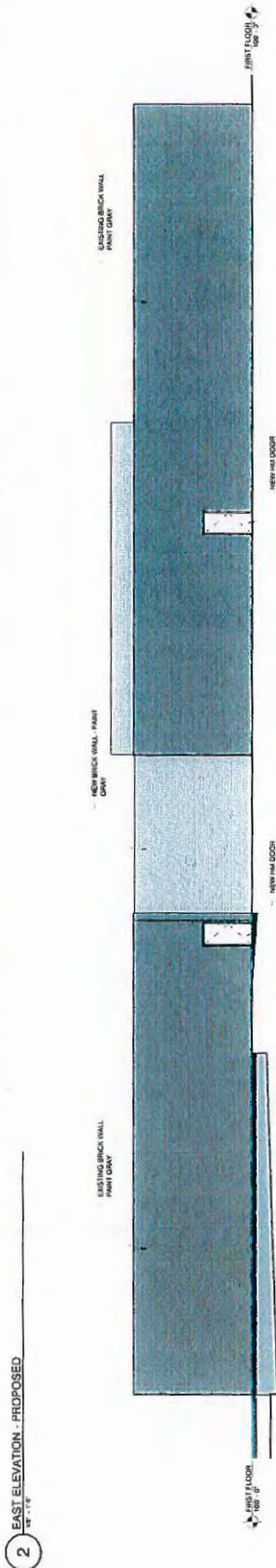
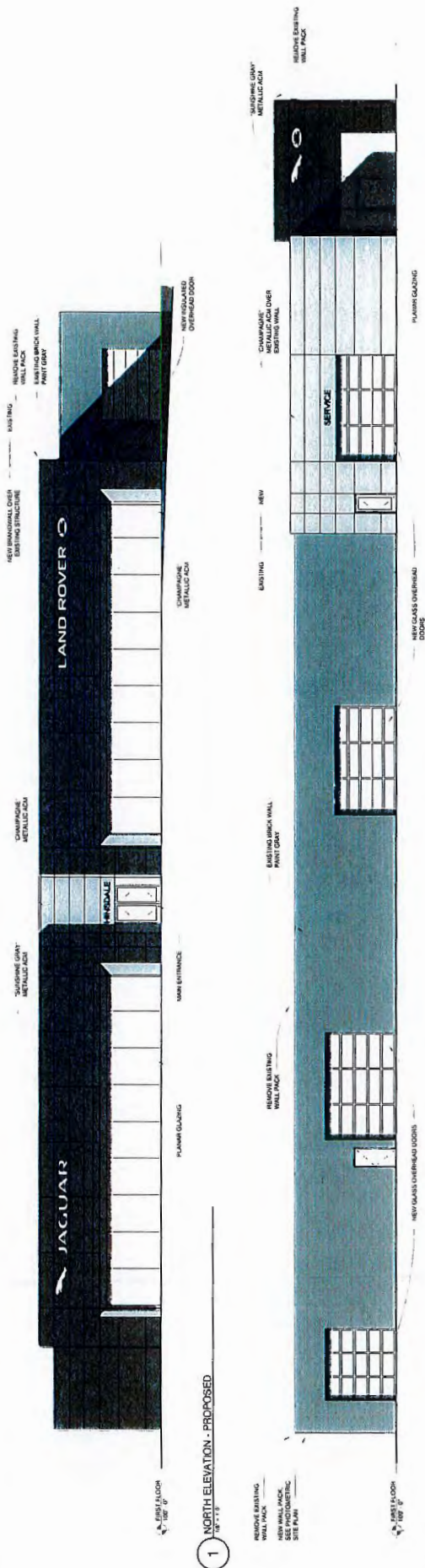
First Floor



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Westminster, Colorado 80031
Tel: 303.440.8800 Fax: 303.440.1314
www.redmondco.com



1/2004



Jaguar Land Rover Hinsdale

Exterior Elevations



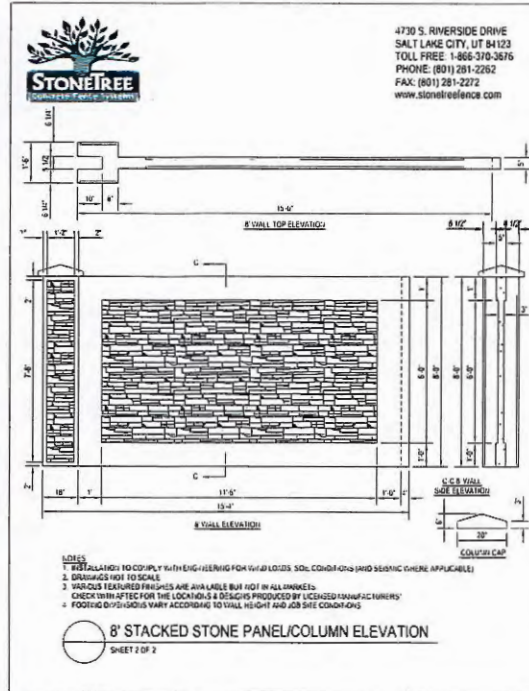
VIEW FROM LOT TOWARD 808 N OAK ST



VIEW 805 FRANKLIN ST TOWARD NEW LAND ROVER STORE

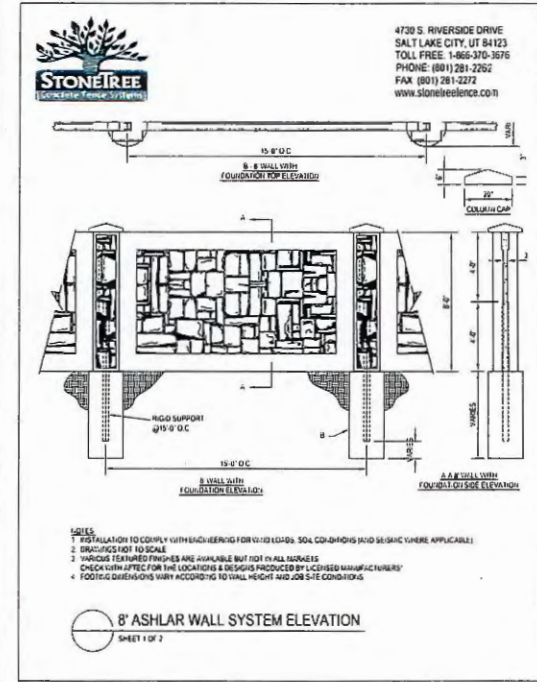


VIEW FROM SE GREEN SPACE TOWARD 808 N OAK ST



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NEIGHBORS CHOICE ON PATTERN



Jacobs Land Rover

Fence - AFTEC

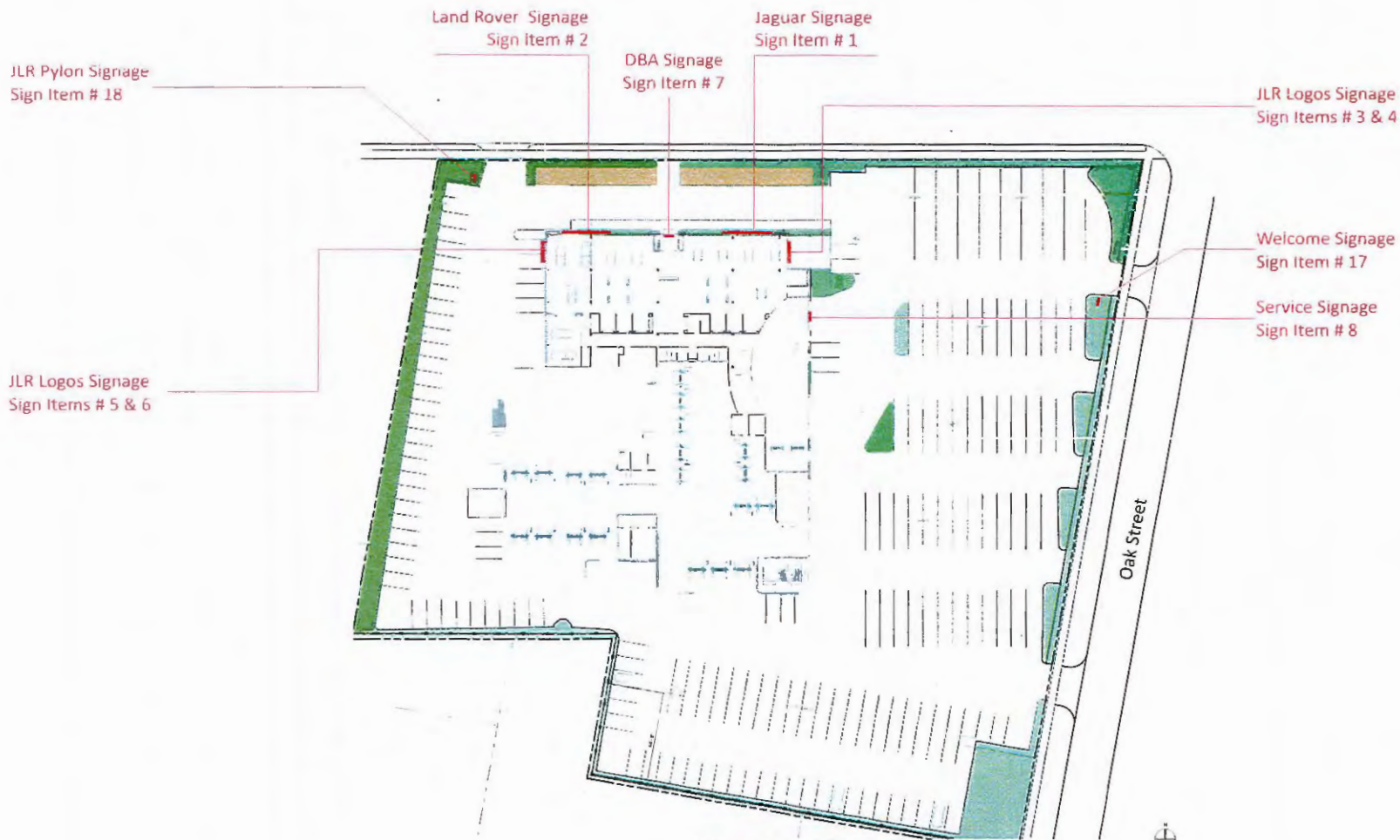
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1000 N. 1000 W. WASHINGTON DRIVE
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2/2/18

1/2/18



TEST DRIVE ROUTES



Jaguar Land Rover Hinsdale

Architectural Site Plan - Option 4A

NOTE: Sign Symbols (—) are NOT to Scale



This sign to be installed in accordance with the requirements of Article 600 of the National Electrical Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.



Fluorescent, Neon and HID lamps contain Mercury (Hg). Dispose of the lamps according to Local, Provincial, State or Federal Laws.

Project ID

AD2-21003

Date: Feb-13-2018

Scale: N.T.S.

Sales: A. Di Marco

Designer: GR

Rev. #: R4. CK

Date: AUG-20-2018

Revision Note:

Signs re-location

Conceptual

Information Required:

Master

Electrical

☐ 120V ☐ 347V

☐ Other _____

Customer Approval

Signature

MM/DD/YYYY

It is the Customer's responsibility to ensure that the structure of the building is designed and constructed to accept the installation of the signs being ordered. Please ask PSIG to provide further details if required.

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VILLAGE OF HINSDALE
COMMUNITY DEVELOPMENT DEPARTMENT
APPLICATION FOR SIGN PERMIT

Applicant

Name: The Redmond Company
Address: W228 N745 Westmound Drive
City/Zip: Waukesha, WI 53186
Phone/Fax: (262) 933-8288 / 549-9600
E-Mail: jtreuden@theredmondco.com
Contact Name: Jesse Treuden

Contractor

Name: The Redmond Company
Address: W228 N745 Westmound Drive
City/Zip: Waukesha, WI 53186
Phone/Fax: (262) 549-9600 / 549-9600
E-Mail: jtreuden@theredmondco.com
Contact Name: Jesse Treuden

ADDRESS OF SIGN LOCATION:

ZONING DISTRICT: B-3 General Business District

SIGN TYPE: Wall Sign

ILLUMINATION Internally Illuminated

*Illumination cannot exceed 50 foot-candles as defined in Section 9-106(E)(b)

Sign Information: Jaguar Signage - Sign Item #1

Overall Size (Square Feet): 57.54 (27.75 x 2.1)

Overall Height from Grade: 18.00 Ft.

Proposed Colors (Maximum of Three Colors):

- ① Chrome
- ② _____
- ③ _____

Site Information:

Lot/Street Frontage: 432.5

Building/Tenant Frontage: 163

Existing Sign Information:

Business Name: _____

Size of Sign: _____ Square Feet

Business Name: _____

Size of Sign: _____ Square Feet

I hereby acknowledge that I have read this application and the attached instruction sheet and state that it is correct and agree to comply with all Village of Hinsdale Ordinances.

[Signature]
Signature of Applicant

08/24/2018
Date

[Signature]
Signature of Building Owner

08/24/2018
Date

FOR OFFICE USE ONLY - DO NOT WRITE BELOW THIS LINE

Total square footage: _____ x \$4.00 = 0 (Minimum \$75.00)

Plan Commission Approval Date: _____ Administrative Approval Date: _____

JWLL- Sign Item # 1

53.12% of Glazing Extent
57.54 SQ.FT.



Specifications:

Illuminated Individual Letters & Logo Facade Signage

JAGUAR:
Moulded Chrome Leaper & Letters
White LED Halo Illumination

Project ID

AD2-21003

Date: Feb-13-2018

Scale: 3/16"=1'-0"

Sales: A, Di Marco

Designer: GR

Rev. #: R3 - CK

Date: JULY-15-2018

Revision Note:

Added Jaguar brand

Conceptual

Information Required:

Master

Electrical

☒ 120V ☐ 347V
☐ Other _____

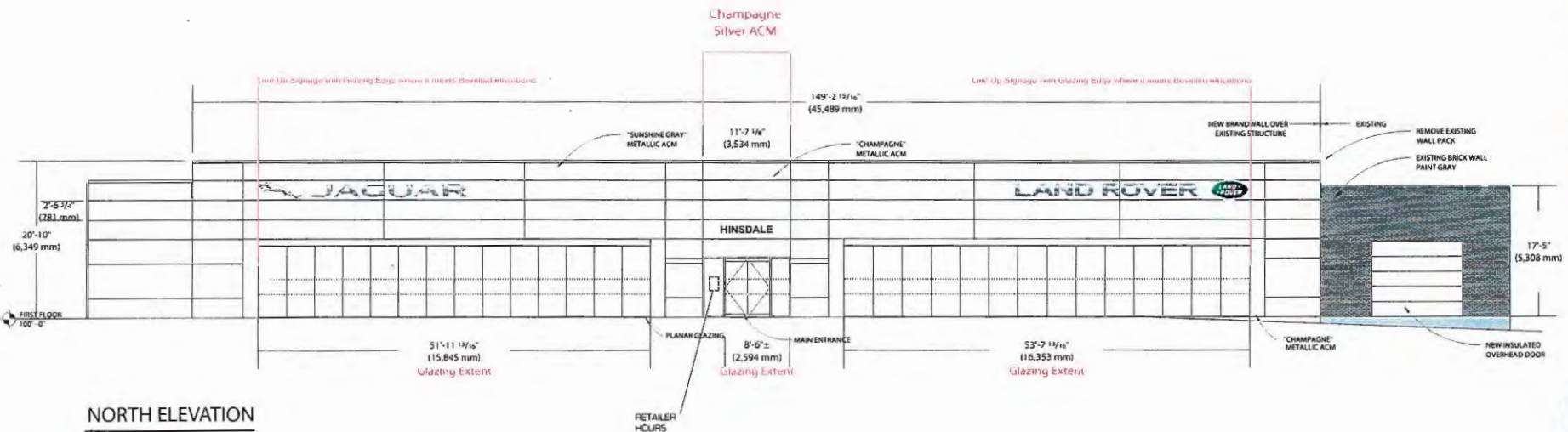
Customer Approval

Signature: _____
MM/DD/YYYY

It is the Customer's responsibility to ensure that the structure of the building is designed and constructed to accept the installation of the signs being ordered. Please ask PSG to provide further details if required.

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JLR Hinsdale
2495 Aurora Avenue
Naperville, IL - 60540



NORTH ELEVATION

Pattison Sign Group
Powering Your Brand

555 Ellesmere Road
Toronto, Ontario, Canada M1R 4E8
www.pattisonsign.com

(T) 416.759.1111
(F) 1.855.759.4965
(TF) 1.800.268.6536



This sign to be installed in accordance with the requirements of Article 600 of the National Electrical Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.



Fluorescent, Neon and HID lamps contain Mercury (Hg). Dispose of the lamps according to Local, Provincial, State or Federal Laws



VILLAGE OF HINSDALE
COMMUNITY DEVELOPMENT DEPARTMENT
APPLICATION FOR SIGN PERMIT

Applicant
Name: <u>The Redmond Company</u>
Address: <u>W228 N745 Westmound Drive</u>
City/Zip: <u>Waukesha, WI 53186</u>
Phone/Fax: <u>(262) 933-8288 / 549-9600</u>
E-Mail: <u>jtreuden@theredmondco.com</u>
Contact Name: <u>Jesse Treuden</u>

Contractor
Name: <u>The Redmond Company</u>
Address: <u>W228 N745 Westmound Drive</u>
City/Zip: <u>Waukesha, WI 53186</u>
Phone/Fax: <u>(262) 549-9600 / 549-9600</u>
E-Mail: <u>jtreuden@theredmondco.com</u>
Contact Name: <u>Jesse Treuden</u>

ADDRESS OF SIGN LOCATION:	
ZONING DISTRICT: B-3 General Business District	
SIGN TYPE: Wall Sign	*Illumination cannot exceed 50 foot-candles as defined in Section 9-106(E)(b)
ILLUMINATION Internally Illuminated	

Sign Information: Land Rover Signage - Sign Item #2	Site Information:
Overall Size (Square Feet): <u>85.27</u> (<u>31.0</u> x <u>1.66</u>)	Lot/Street Frontage: <u>432.5</u>
Overall Height from Grade: <u>18'-0"</u> Ft.	Building/Tenant Frontage: <u>163</u>
Proposed Colors (Maximum of Three Colors):	Existing Sign Information:
<input checked="" type="radio"/> Chrome	Business Name: _____
<input checked="" type="radio"/> White	Size of Sign: _____ Square Feet
<input checked="" type="radio"/> Green	Business Name: _____
	Size of Sign: _____ Square Feet

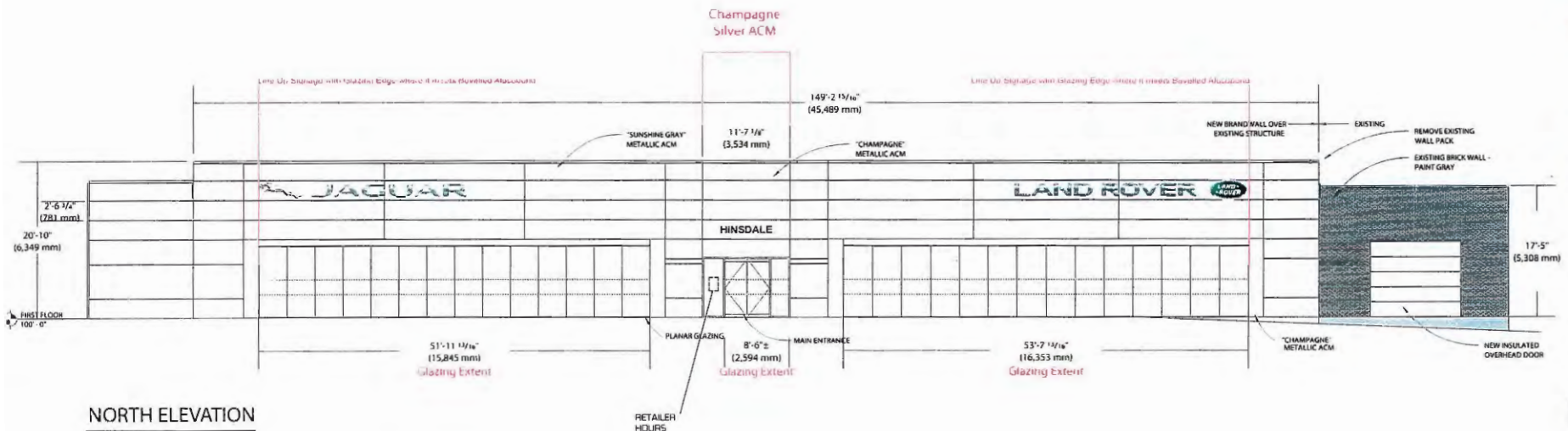
I hereby acknowledge that I have read this application and the attached instruction sheet and state that it is correct and agree to comply with all Village of Hinsdale Ordinances.	
<u>[Signature]</u> Signature of Applicant	<u>08/24/2018</u> Date
<u>[Signature]</u> Signature of Building Owner	<u>08/24/2018</u> Date
FOR OFFICE USE ONLY - DO NOT WRITE BELOW THIS LINE	
Total square footage: _____ x \$4.00 = <u>0</u> (Minimum \$75.00)	
Plan Commission Approval Date: _____ Administrative Approval Date: _____	

57.80% of Glazing Extent
85.27 SQ.FT.

Illuminated Individual Letters & Logo Facade Signage

Technical drawing of a Land Rover logo with dimensions:

- Top dimension: 31'-0 1/8" (9,452 mm)
- Left dimension: 1'-7 1/16" (500 mm)
- Right dimension: 2'-9 1/8" (840 mm)
- Bottom-left dimension: 24'-2" (7,365 mm)
- Bottom-center dimension: 1'-7 1/16" (487 mm)
- Bottom-right dimension: 5'-3" (1,601 mm)



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(TF) 1.800.268.6536



Fluorescent, Neon and HID lamps contain Mercury (HG). Dispose of the lamps according to Local, Provincial, State or Federal Laws.

 
JLR Hinsdale
2495 Aurora Avenue
Naperville, IL - 60540



VILLAGE OF HINSDALE
COMMUNITY DEVELOPMENT DEPARTMENT
APPLICATION FOR SIGN PERMIT

Applicant

Name: The Redmond Company
Address: W228 N745 Westmound Drive
City/Zip: Waukesha, WI 53186
Phone/Fax: (262) 933-8288 / 549-9600
E-Mail: jtreuden@theredmondco.com
Contact Name: Jesse Treuden

Contractor

Name: The Redmond Company
Address: W228 N745 Westmound Drive
City/Zip: Waukesha, WI 53186
Phone/Fax: (262) 549-9600 / 549-9600
E-Mail: jtreuden@theredmondco.com
Contact Name: Jesse Treuden

ADDRESS OF SIGN LOCATION:

ZONING DISTRICT: B-3 General Business District

SIGN TYPE: Wall Sign

ILLUMINATION Internally Illuminated

*Illumination cannot exceed 50 foot-candles as defined in Section 9-106(E)(b)

Sign Information: Side Branding - Sign Items #3 & 4

Overall Size (Square Feet): 51.33 (14.66 x 3.5)

Overall Height from Grade: 18.0 Ft.

Proposed Colors (Maximum of Three Colors):

- 1 Chrome
- 2 White
- 3 Green

Site Information:

Lot/Street Frontage: 432.5

Building/Tenant Frontage: 163

Existing Sign Information:

Business Name:

Size of Sign: Square Feet

Business Name:

Size of Sign: Square Feet

I hereby acknowledge that I have read this application and the attached instruction sheet and state that it is correct and agree to comply with all Village of Hinsdale Ordinances.

Signature of Applicant

08/24/2018

Date

Signature of Building Owner

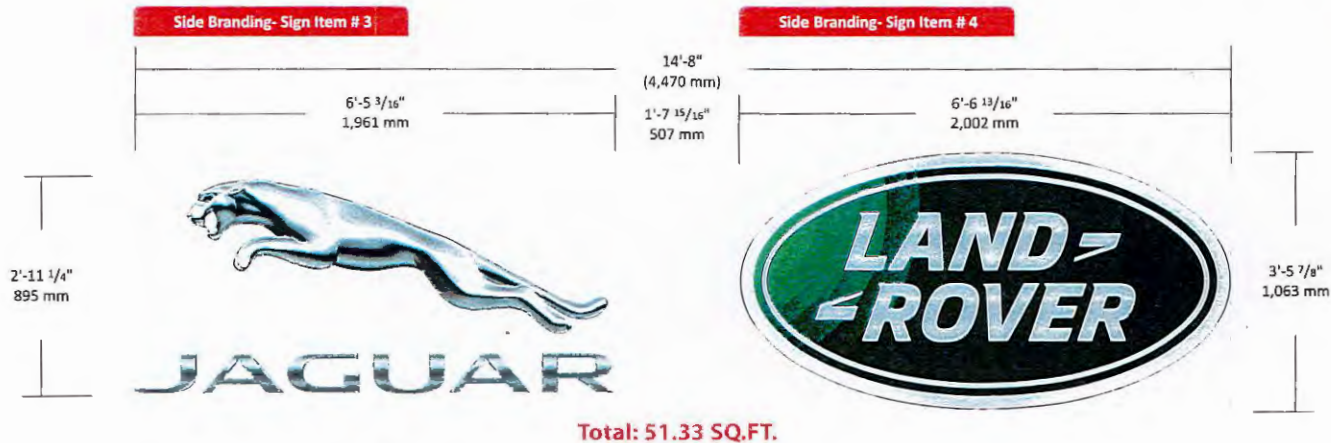
08/24/2018

Date

FOR OFFICE USE ONLY - DO NOT WRITE BELOW THIS LINE

Total square footage: x \$4.00 = 0 (Minimum \$75.00)

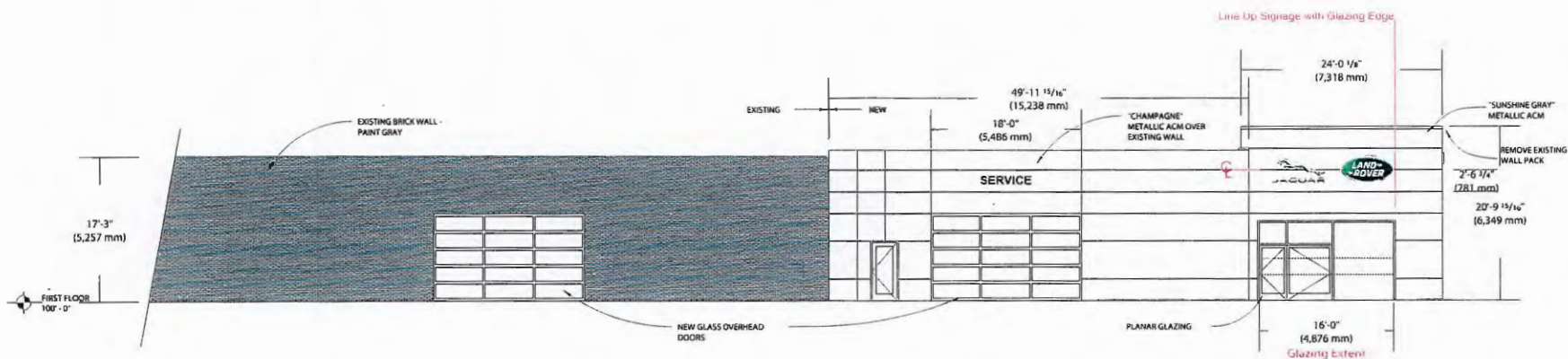
Plan Commission Approval Date: Administrative Approval Date:



LEAPER MOULDING JV7 LOGO - REFERENCE : SEB-JXL
16.58 SQ.FT.

ELLISPE MOULDING LV8 LOGO - REFERENCE : SEB-LXL
22.93 SQ.FT.

- Specifications:**
- OPTIONAL:**
- Illuminated Individual Letters & Logo Facade Signage**
- JAGUAR:**
Moulded Chrome Leaper & Letters
White LED Halo Illumination
- LAND ROVER OVAL:**
Land Rover Ellipse Moulded
Decorated to Corporate Colours



EAST ELEVATION

Project ID

AD2-21003

Date: Feb-13-2018
Scale: 1/2"=1'-0"
Sales: A.Di Marco
Designer: GR

Rev. # R3 CK
Date: JULY-13-2018

Revision Note:
Added Jaguar brand

☒ **Conceptual**

Information Required:

☐ **Master**

☒ **Electrical**

☒ 120V ☐ 347V
☐ Other

Customer Approval

Signature

MM/DD/YYYY

It is the Customer's responsibility to ensure that the structure of the building is designed and constructed to accept the installation of the signs being ordered. Please ask PSG to provide further details if required.

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VILLAGE OF HINSDALE
COMMUNITY DEVELOPMENT DEPARTMENT
APPLICATION FOR SIGN PERMIT

Applicant

Name: The Redmond Company
Address: W228 N745 Westmound Drive
City/Zip: Waukesha, WI 53186
Phone/Fax: (262) 933-8288 / 549-9600
E-Mail: jtreuden@theredmondco.com
Contact Name: Jesse Treuden

Contractor

Name: The Redmond Company
Address: W228 N745 Westmound Drive
City/Zip: Waukesha, WI 53186
Phone/Fax: (262) 549-9600 / 549-9600
E-Mail: jtreuden@theredmondco.com
Contact Name: Jesse Treuden

ADDRESS OF SIGN LOCATION:

ZONING DISTRICT: B-3 General Business District

SIGN TYPE: Wall Sign

ILLUMINATION Internally Illuminated

*Illumination cannot exceed 50 foot-candles as defined in Section 9-106(E)(b)

Sign Information: Side Branding - Sign Items #5 & 6

Overall Size (Square Feet): 51.33 (14.86 x 3.5)

Overall Height from Grade: 18.0 Ft.

Proposed Colors (Maximum of Three Colors):

- ☒ Chrome
- ☒ White
- ☒ Green

Site Information:

Lot/Street Frontage: 432.5

Building/Tenant Frontage: 163

Existing Sign Information:

Business Name: _____

Size of Sign: _____ Square Feet

Business Name: _____

Size of Sign: _____ Square Feet

I hereby acknowledge that I have read this application and the attached instruction sheet and state that it is correct and agree to comply with all Village of Hinsdale Ordinances.

[Signature]
Signature of Applicant

08/24/2018
Date

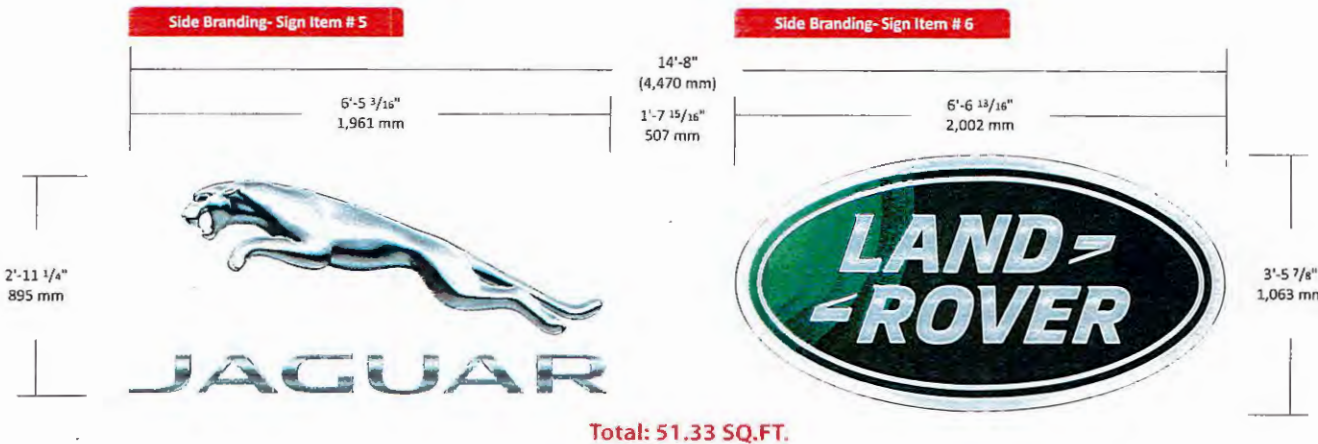
[Signature]
Signature of Building Owner

08/24/2018
Date

FOR OFFICE USE ONLY - DO NOT WRITE BELOW THIS LINE

Total square footage: _____ x \$4.00 = 0 (Minimum \$75.00)

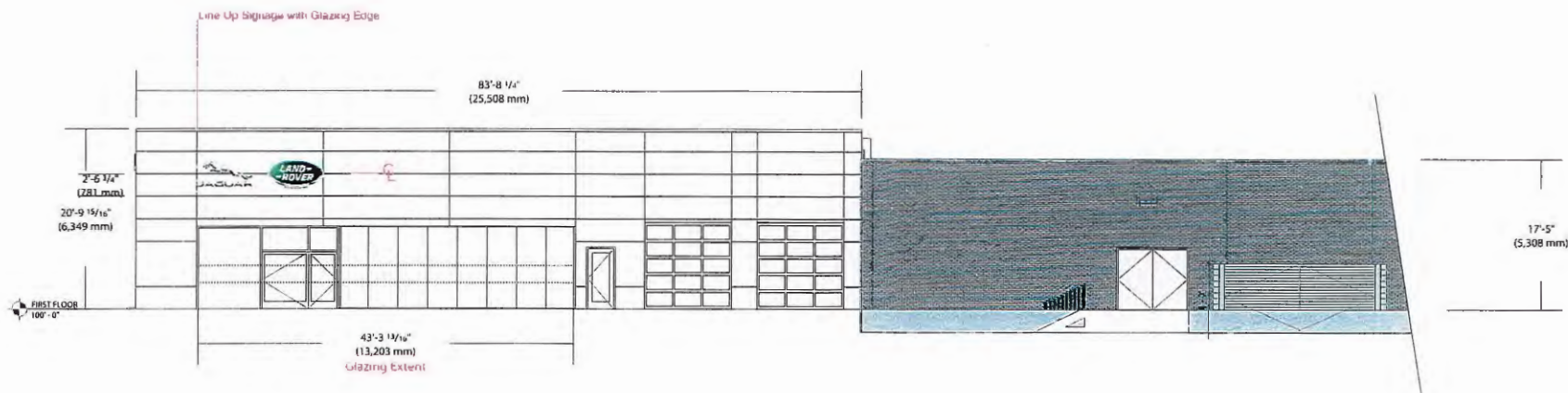
Plan Commission Approval Date: _____ Administrative Approval Date: _____



LEAPER MOULDING JV7 LOGO - REFERENCE : SEB-JXL
16.58 SQ.FT.

ELLISPE MOULDING LV8 LOGO - REFERENCE : SEB-LXL
22.93 SQ.FT.

- Specifications:**
- OPTIONAL:**
- Illuminated Individual Letters & Logo Facade Signage
- JAGUAR:**
Moulded Chrome Leaper & Letters
White LED Halo Illumination
- LAND ROVER OVAL:**
Land Rover Ellipse Moulded
Decorated to Corporate Colours



WEST ELEVATION

Project ID
AD2-21003

Date: Feb-13-2018
Scale: 1/2"=1'-0"
Sales: A.Di Marco
Designer: GR

Rev. #3 - CK
Date: JULY-13-2018

Revision Note:
Added Jaguar Brand

☒ Conceptual

Information Required:

☒ Master
☒ Electrical

☒ 120V ☐ 347V
☐ Other

Customer Approval

Signature _____
M/M/DD/YYYY

It is the Customer's responsibility to ensure that the structure of the building is designed and constructed to accept the installation of the signs being ordered. Please ask PSG to provide further details if required.

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JLR Hinsdale
2495 Aurora Avenue
Naperville, IL - 60540



VILLAGE OF HINSDALE
COMMUNITY DEVELOPMENT DEPARTMENT
APPLICATION FOR SIGN PERMIT

ADL-300 - Sign Item #7

Applicant

Name: The Redmond Company
Address: W228 N745 Westmound Drive
City/Zip: Waukesha, WI 53186
Phone/Fax: (262) 933-8288 / 549-9600
E-Mail: jtreuden@theredmondco.com
Contact Name: Jesse Treuden

Contractor

Name: The Redmond Company
Address: W228 N745 Westmound Drive
City/Zip: Waukesha, WI 53186
Phone/Fax: (262) 549-9600 / 549-9600
E-Mail: jtreuden@theredmondco.com
Contact Name: Jesse Treuden

ADDRESS OF SIGN LOCATION:

ZONING DISTRICT: B-3 General Business District

SIGN TYPE: Wall Sign

ILLUMINATION Internally Illuminated

*Illumination cannot exceed 50 foot-candles as defined in Section 9-106(E)(b)

Sign Information: Hinsdale Signage - Sign Item #7

Overall Size (Square Feet): 6.73 (6.83 x 1.0)

Overall Height from Grade: 12.75 Ft.

Proposed Colors (Maximum of Three Colors):

- ☒ Black
- ☐ _____
- ☐ _____

Site Information:

Lot/Street Frontage: 432.5

Building/Tenant Frontage: 163

Existing Sign Information:

Business Name: _____

Size of Sign: _____ Square Feet

Business Name: _____

Size of Sign: _____ Square Feet

I hereby acknowledge that I have read this application and the attached instruction sheet and state that it is correct and agree to comply with all Village of Hinsdale Ordinances.

[Signature]
Signature of Applicant

08/24/2018
Date

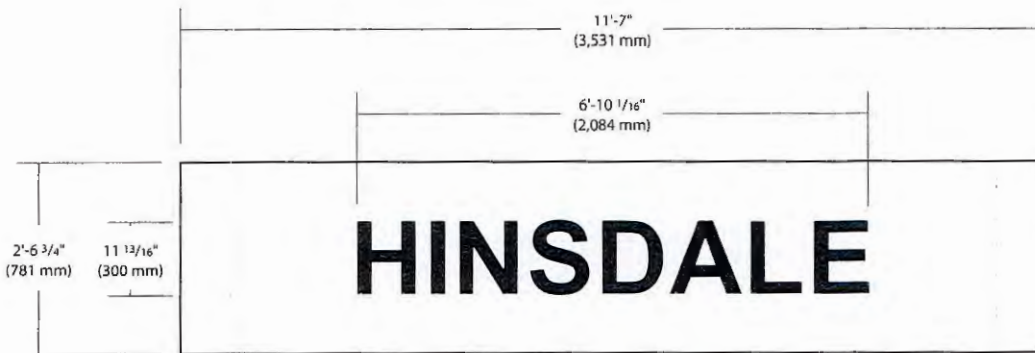
[Signature]
Signature of Building Owner

08/24/2018
Date

FOR OFFICE USE ONLY - DO NOT WRITE BELOW THIS LINE

Total square footage: _____ x \$4.00 = 0 (Minimum \$75.00)

Plan Commission Approval Date: _____ Administrative Approval Date: _____



6.73 SQ.FT.

Unlit Line denotes 1/4" Height Clear Space

1/4" Clear Space

ADL-300- Sign Item # 7

Specifications:

Illuminated Individual Letters DBA Signage

Built Up Acrylic Letters
Gloss Black Faces with Opal Acrylic Returns
White Halo LED Illumination

Colours:

- ☒ Black Acrylic Faces
- ☐ Opal Acrylic Returns

Project ID

AD2-21003

Date: Feb-13-2018

Scale: 1/4"=1'-0"

Sales: A.Di Marco

Designer: GR

Rev. #: R3 CX

Date: JULY-13-2018

Revision Note:

Added Jaguar Brand

Conceptual

Information Required:

Master

Electrical

☐ 120V ☐ 347V

☐ Other

Customer Approval

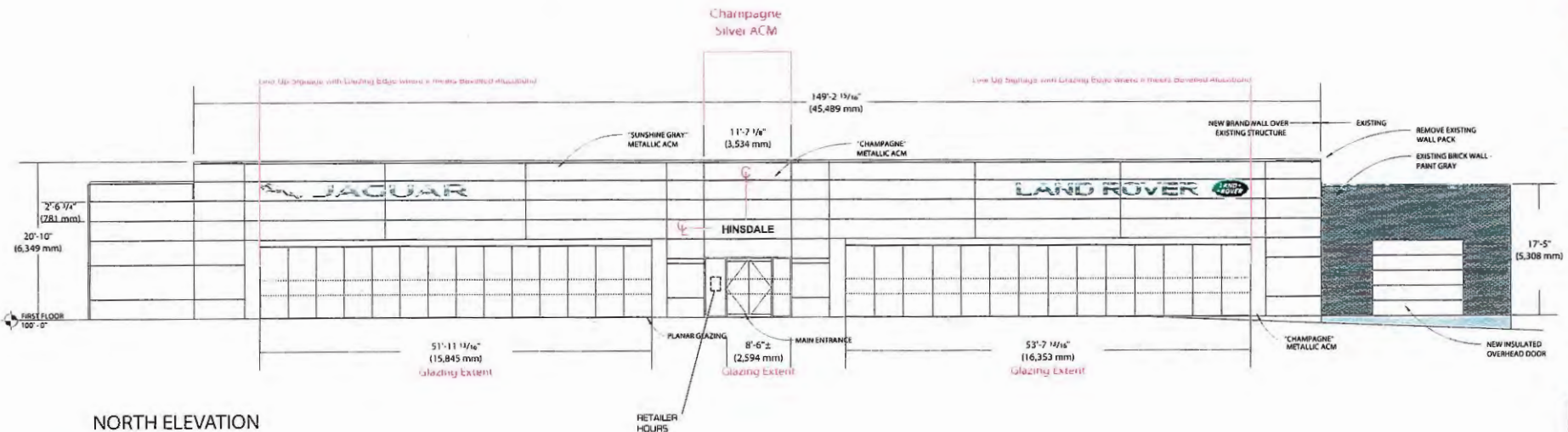
Signature

MM/DD/YYYY

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JLR Hinsdale
2495 Aurora Avenue
Naperville, IL 60540



NORTH ELEVATION

Pattison Sign Group
Powering Your Brand

555 Ellesmere Road Toronto, Ontario, Canada M1R 4E8
(Toll Free) 1.866.635.1110 (Fax) 1.855.759.4965
www.pattisonsign.com



This sign to be installed in accordance with the requirements of Article 600 of the National Electrical Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.



Fluorescent, Neon and HID lamps contain Mercury (Hg). Dispose of the lamps according to Local, Provincial, State or Federal Laws.



VILLAGE OF HINSDALE
COMMUNITY DEVELOPMENT DEPARTMENT
APPLICATION FOR SIGN PERMIT

ADL-300 - Sign Item #7

Applicant

Name: The Redmond Company
Address: W228 N745 Westmound Drive
City/Zip: Waukesha, WI 53186
Phone/Fax: (262) 933-8288 / 549-9600
E-Mail: jtreuden@theredmondco.com
Contact Name: Jesse Treuden

Contractor

Name: The Redmond Company
Address: W228 N745 Westmound Drive
City/Zip: Waukesha, WI 53186
Phone/Fax: (262) 549-9600 / 549-9600
E-Mail: jtreuden@theredmondco.com
Contact Name: Jesse Treuden

ADDRESS OF SIGN LOCATION:

ZONING DISTRICT: B-3 General Business District

SIGN TYPE: Wall Sign

ILLUMINATION Internally Illuminated

*Illumination cannot exceed 50 foot-candles as defined in Section 9-106(E)(b)

Sign Information: Service Signage - Sign Item #8

Overall Size (Square Feet): 5.80 (5.83 x 1.0)

Overall Height from Grade: 12.75 Ft.

Proposed Colors (Maximum of Three Colors):

- 1 Black
- 2 _____
- 3 _____

Site Information:

Lot/Street Frontage: 432.5

Building/Tenant Frontage: 163

Existing Sign Information:

Business Name: _____

Size of Sign: _____ Square Feet

Business Name: _____

Size of Sign: _____ Square Feet

I hereby acknowledge that I have read this application and the attached instruction sheet and state that it is correct and agree to comply with all Village of Hinsdale Ordinances.

[Signature]
Signature of Applicant

08/24/2018

Date

[Signature]
Signature of Building Owner

08/24/2018

Date

FOR OFFICE USE ONLY - DO NOT WRITE BELOW THIS LINE

Total square footage: _____ x \$4.00 = 0 (Minimum \$75.00)

Plan Commission Approval Date: _____ Administrative Approval Date: _____

5'-10 11/16"
(1,795 mm)

11 13/16"
(300 mm)

SERVICE

5.79 SQ.FT.

ADL-300- Sign Item # 8

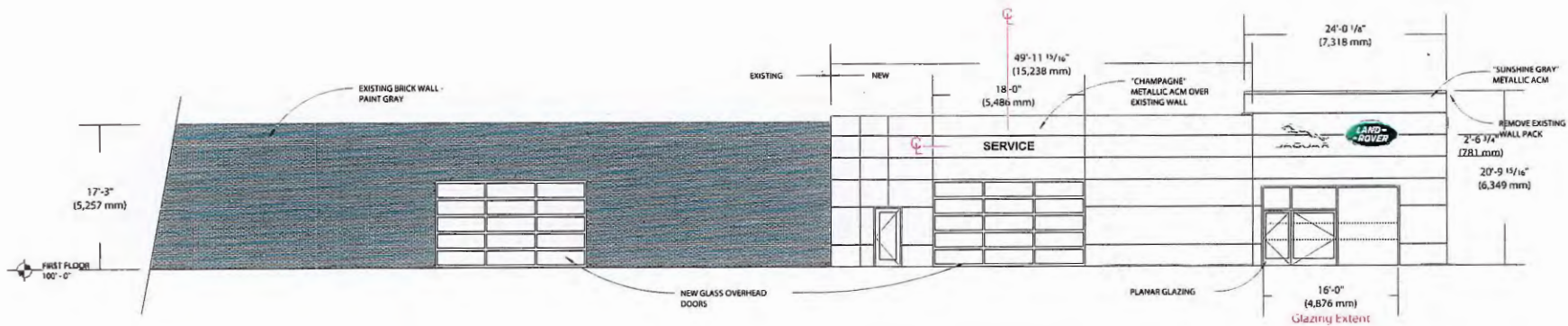
Specifications:

Illuminated Individual Letters Service Signage

Built Up Acrylic Letters
Gloss Black Faces with Opal Acrylic Returns
White Halo LED Illumination

Colours:

- ☒ Black Acrylic Faces
- ☐ Opal Acrylic Returns



EAST ELEVATION

Project ID

AD2-21003

Date: Feb-13-2018

Scale: 3/4"=1'-0"

Sales: A.Di Marco

Designer: GR

Rev. #: N3 CK

Date: JULY-13-2018

Revision Note:

Addition of signboard

Conceptual

Information Required:

Master

Electrical

☐ 120V ☐ 347V

☐ Other

Customer Approval

Signature

MM/DD/YYYY

It is the Customer's responsibility to ensure that the structure of the building is designed and constructed to accept the installation of the signs being ordered. Please ask PSG to provide further details if required.

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VILLAGE OF HINSDALE
COMMUNITY DEVELOPMENT DEPARTMENT
APPLICATION FOR SIGN PERMIT

Applicant

Name: The Redmond Company
Address: W228 N745 Westmound Drive
City/Zip: Waukesha, WI 53186
Phone/Fax: (262) 933-8288 / 549-9600
E-Mail: jtreduden@theredmondco.com
Contact Name: Jesse Treuden

Contractor

Name: The Redmond Company
Address: W228 N745 Westmound Drive
City/Zip: Waukesha, WI 53186
Phone/Fax: (262) 549-9600 / 549-9600
E-Mail: jtreduden@theredmondco.com
Contact Name: Jesse Treuden

ADDRESS OF SIGN LOCATION:

ZONING DISTRICT: B-3 General Business District

SIGN TYPE: Monument Sign

ILLUMINATION None

*Illumination cannot exceed 50 foot-candles as defined in Section 9-106(E)(b)

Sign Information: Welcome Signage - Sign Item #17

Overall Size (Square Feet): 23.79 (7.33 x 3.5)

Overall Height from Grade: 7.33 Ft.

Proposed Colors (Maximum of Three Colors):

- ① Grey
- ② Silver
- ③ _____

Site Information:

Lot/Street Frontage: 432.5

Building/Tenant Frontage: 163

Existing Sign Information:

Business Name: _____

Size of Sign: _____ Square Feet

Business Name: _____

Size of Sign: _____ Square Feet

I hereby acknowledge that I have read this application and the attached instruction sheet and state that it is correct and agree to comply with all Village of Hinsdale Ordinances.

[Signature]
Signature of Applicant

08/24/2018

Date

[Signature]
Signature of Building Owner

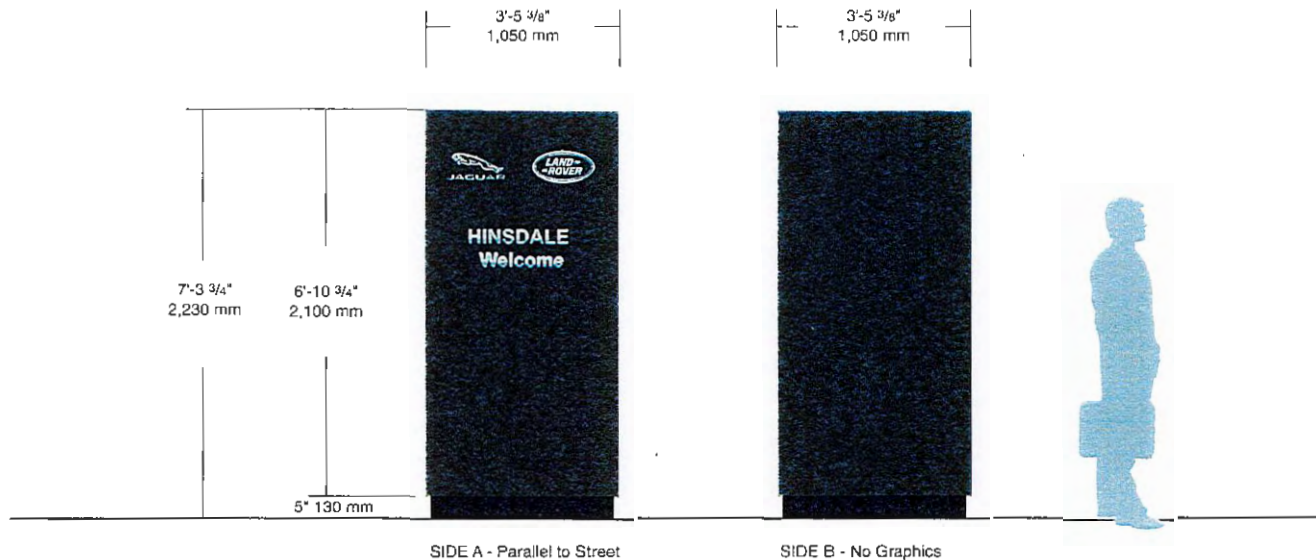
08/24/2018

Date

FOR OFFICE USE ONLY - DO NOT WRITE BELOW THIS LINE

Total square footage: _____ x \$4.00 = 0 (Minimum \$75.00)

Plan Commission Approval Date: _____ Administrative Approval Date: _____



AWS-D1- Sign Item # 17

23.79 SQ.FT.

Specifications:

Welcome Sign
1050 x 2100 mm Face

- D/F Non-Illuminated
- 3mm Thick Aluminum Composite Panels
- Finished Sunshine Gray
- Silver Graphics

NOTE:

The Welcome Sign must be located beside the Main Vehicle access to the Site, Parallel to the Road & Set Back Sufficiently to Maintain Good Visibility & Local Regulations

Project ID	
AD2-21002	
Date:	Feb-13-2018
Scale:	3/4" = 1'-0"
Sales:	A.D.I. Marco
Designer:	GR
Rev. #:	R3 C.K.
Date:	JULY-13-2018
Revision Note: Added Jaguar brand	
<input checked="" type="checkbox"/> Conceptual	
Information Required:	
<input type="checkbox"/> Master	
<input checked="" type="checkbox"/> Electrical	
<input type="checkbox"/> 120V	<input type="checkbox"/> 240V
<input type="checkbox"/> Other	
Customer Approval	
Signature	
MM/DD/YYYY	
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<p>JLR Hinsdale 2495 Aurora Avenue Naperville, IL - 60540</p>	



VILLAGE OF HINSDALE
COMMUNITY DEVELOPMENT DEPARTMENT
APPLICATION FOR SIGN PERMIT

Applicant

Name: The Redmond Company
Address: W228 N745 Westmound Drive
City/Zip: Waukesha, WI 53186
Phone/Fax: (262) 933-8288 / 549-9600
E-Mail: jtreuden@theredmondco.com
Contact Name: Jesse Treuden

Contractor

Name: The Redmond Company
Address: W228 N745 Westmound Drive
City/Zip: Waukesha, WI 53186
Phone/Fax: (262) 549-9600 / 549-9600
E-Mail: jtreuden@theredmondco.com
Contact Name: Jesse Treuden

ADDRESS OF SIGN LOCATION:

ZONING DISTRICT: B-3 General Business District

SIGN TYPE: Monument Sign

ILLUMINATION None

*Illumination cannot exceed 50 foot-
candles as defined in Section 9-106(E)(b)

Sign Information: Approved Signage - Sign Item #18

Overall Size (Square Feet): 27.58 (8.00 x 3.5)

Overall Height from Grade: 8.00 Ft.

Proposed Colors (Maximum of Three Colors):

- ☒ Chrome
- ☒ White
- ☒ Green

Site Information:

Lot/Street Frontage: 432.5

Building/Tenant Frontage: 163

Existing Sign Information:

Business Name: _____

Size of Sign: _____ Square Feet

Business Name: _____

Size of Sign: _____ Square Feet

I hereby acknowledge that I have read this application and the attached instruction sheet and state that it is correct and agree to comply with all Village of Hinsdale Ordinances.

[Signature]
Signature of Applicant

08/24/2018

Date

[Signature]
Signature of Building Owner

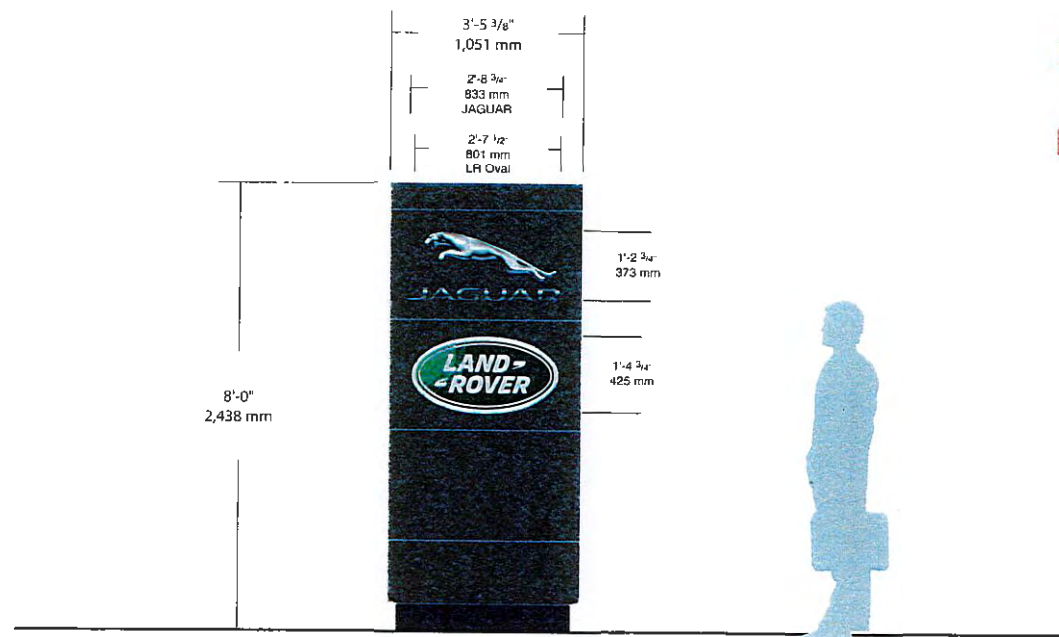
08/24/2018

Date

FOR OFFICE USE ONLY - DO NOT WRITE BELOW THIS LINE

Total square footage: _____ x \$4.00 = 0 (Minimum \$75.00)

Plan Commission Approval Date: _____ Administrative Approval Date: _____



APS-D3 - Sign Item # 18

27.58SQ.FT.

Specifications:

- APS-D3 Small Dual Brand
- 1050 X 3300 mm
- Note: No Visible Fixings
- Internally Illuminated with White LEDs
- 3mm Thick Aluminum Composite Panels
- Finished Sunshine Gray
- Satin Silver Anodized Aluminium Edging & Trim
- Black ABS Skirt

Project ID	
AD2-21003	
Date:	Feb-13-2018
Scale:	3/8"=1'-0"
Sales:	A. Di Marco
Designer:	GR
Rev. #:	R4 CK
Date:	AUG-20-2018
Revision Note: Custom Pylon	
<input type="checkbox"/> Conceptual	
Information Required:	
<input type="checkbox"/> Master	
<input checked="" type="checkbox"/> Electrical	
<input checked="" type="checkbox"/> 120V	<input type="checkbox"/> 347V
<input type="checkbox"/> Other	
Customer Approval	
Signature	
MM/DD/YYYY	
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VILLAGE OF HINSDALE
ZONING BOARD OF APPEALS

In Re the Matter of:)
336 East Ogden Avenue)
Case No. V-07-18)

REPORT OF PROCEEDINGS had and testimony taken at the public hearing of the above-entitled matter before the Hinsdale Zoning Board of Appeals, at 19 East Chicago Avenue, Hinsdale, Illinois, on the 26th day of September, 2018, at the hour of 7:00 p.m.

BOARD MEMBERS PRESENT:

MR. ROBERT NEIMAN, Chairman;
MR. KEITH GILTNER, Vice Chairman;
MR. JOSEPH ALESIA, Member;
MS. KATHRYN ENGEL, Member;
MR. GARY MOBERLY, Member;
MR. THOMAS MURPHY, Member.

<p style="text-align: center;">2</p> <p>1 ALSO PRESENT:</p> <p>2 MR. ROBERT MC GINNIS, Director of Community</p> <p>3 Development/Building;</p> <p>4 MS. CHRISTINE BRUTON, Deputy Clerk and</p> <p>5 Board's secretary;</p> <p>6 MR. KEVIN JACOBS, Applicant;</p> <p>7 MR. JERRY MORTIER,</p> <p>8 MR. MICHAEL STICK,</p> <p>9 MS. DEBRA BRASELTON,</p> <p>10 MR. JAMES PRISBY.</p> <hr/> <p>11</p> <p>12</p> <p>13 CHAIRMAN NEIMAN: The next matter on</p> <p>14 our agenda is, at long last, Case V-07-18,</p> <p>15 336 Ogden Avenue.</p> <p>16 MR. JACOBS: Hello. Kevin Jacobs and</p> <p>17 this is Jerry Mortier. We have got some</p> <p>18 multimedia here. Robb, do you have any idea</p> <p>19 maybe what the login is there?</p> <p>20 MS. BRUTON: Is it on the side of the</p> <p>21 computer?</p> <p>22 MR. JACOBS: Oh, yes, it is.</p>	<p style="text-align: center;">4</p> <p>1 wanted to thank them, and we will get into the</p> <p>2 details now I guess.</p> <p>3 Do you want to start with just the</p> <p>4 first one in the packet that we provided, with</p> <p>5 the horizontal --</p> <p>6 CHAIRMAN NEIMAN: Yes. Let me ask the</p> <p>7 Board members a question first.</p> <p>8 MR. JACOBS: Yes.</p> <p>9 CHAIRMAN NEIMAN: There are, I believe,</p> <p>10 four variance requests on this site this</p> <p>11 evening. Is it the consensus of the Board that</p> <p>12 we should go through all four and then vote on</p> <p>13 all four? And then close the hearing and vote</p> <p>14 on all four? Or should we go one by one and</p> <p>15 vote on each one as we go?</p> <p>16 MR. MOBERLY: Let's go one by one.</p> <p>17 Because I have agreement on some, and I have got</p> <p>18 lots of issues on the signage requests.</p> <p>19 CHAIRMAN NEIMAN: Okay.</p> <p>20 MR. MOBERLY: If that's okay with the</p> <p>21 rest of you.</p> <p>22 MR. MURPHY: Do you want to separate</p>
<p style="text-align: center;">3</p> <p>1 So I know you guys have a lot of</p> <p>2 paper in front of you from us. We are going to</p> <p>3 put as much up here as we can, too, just so we</p> <p>4 can all be on the same page.</p> <p>5 But first, before I get into any of</p> <p>6 the requests, I wanted to acknowledge that we</p> <p>7 have been working with the neighborhood group.</p> <p>8 We have two representatives here, thankfully,</p> <p>9 tonight here sticking it out with us.</p> <p>10 All of the plans and proposals that</p> <p>11 you see come from work together with all of the</p> <p>12 neighborhood, with the neighborhood group, I</p> <p>13 should say, the immediate neighbors closest to</p> <p>14 the building that are impacted, that are in that</p> <p>15 radius that received letters as well.</p> <p>16 We have been, you know, working</p> <p>17 very well together; and I think come up with a</p> <p>18 plan that everybody is onboard with. And last</p> <p>19 night, we actually were at the Plan Commission</p> <p>20 meeting here. And we received some great</p> <p>21 support from the neighbors. And I anticipate</p> <p>22 that to be the case tonight as well. So I just</p>	<p style="text-align: center;">5</p> <p>1 the signage?</p> <p>2 MR. MOBERLY: I guess we can do two and</p> <p>3 two, the number of signs and the size of signs.</p> <p>4 MR. JACOBS: Size.</p> <p>5 CHAIRMAN NEIMAN: Excellent suggestion.</p> <p>6 Let's do it that way.</p> <p>7 MR. JACOBS: Sounds wonderful.</p> <p>8 So the first part of, I guess, the</p> <p>9 site plan and the layout is the horizontal</p> <p>10 building addition. That was discussed I think,</p> <p>11 I guess, I don't know how many weeks ago now, in</p> <p>12 the prehearing we had.</p> <p>13 MR. ALESIA: August 15.</p> <p>14 MR. JACOBS: Thank you. And it is, we</p> <p>15 are changing the setback from Ogden and also</p> <p>16 extending out a little bit to the west. We are</p> <p>17 actually improving the setback from the existing</p> <p>18 building. It was well past what the current</p> <p>19 code is I believe. I don't know how many feet</p> <p>20 exactly it is right now.</p> <p>21 MR. MORTIER: Today it's 60 feet from</p> <p>22 the centerline of Ogden. We are moving it back</p>

<p style="text-align: center;">6</p> <p>1 to 75.</p> <p>2 CHAIRMAN NEIMAN: So I have no problem</p> <p>3 with you going back and forth. But anyone who</p> <p>4 is going to talk on the record should talk on</p> <p>5 the record.</p> <p>6 MR. JACOBS: Thank you very much.</p> <p>7 So it's currently 60 feet. We are</p> <p>8 moving it back to 75 feet. As part of that, the</p> <p>9 requirement from the manufacturer to have a dual</p> <p>10 showroom, we need it a little bit wider than it</p> <p>11 currently is. So we are extending it out to the</p> <p>12 west.</p> <p>13 MR. MORTIER: 30 feet.</p> <p>14 MR. JACOBS: 30 feet from what the</p> <p>15 existing structure is. So we are bringing it</p> <p>16 back but making it a little bit wider if that</p> <p>17 makes sense.</p> <p>18 I can go through the standards for</p> <p>19 this one specifically. Also, if there are any</p> <p>20 questions, please let me know.</p> <p>21 The physical condition, I just kind</p> <p>22 of explained that. It's within the setback</p>	<p style="text-align: center;">8</p> <p>1 neighbors. And this, the setback a little bit</p> <p>2 farther, a little bit wider, also provides some</p> <p>3 room for what the next variance will be, which</p> <p>4 we'll talk about; so they tie in a little bit</p> <p>5 together. But it will benefit the neighborhood</p> <p>6 to have this building a little bit farther from</p> <p>7 the centerline and to have the showroom a little</p> <p>8 bit wider.</p> <p>9 There really is no other remedy.</p> <p>10 Any other remedies would actually create larger</p> <p>11 variance requests. Or this is the smallest</p> <p>12 thing we could do to stay within that</p> <p>13 manufacturer requirement.</p> <p>14 CHAIRMAN NEIMAN: So let me make one</p> <p>15 general observation that I think applies to all</p> <p>16 of the variance requests this evening.</p> <p>17 MR. JACOBS: Yes.</p> <p>18 CHAIRMAN NEIMAN: To perhaps steer all</p> <p>19 of us in the correct direction. While I</p> <p>20 understand that as a matter of reality the</p> <p>21 manufacturers have demanded certain things, and</p> <p>22 you are trying to get those certain things</p>
<p style="text-align: center;">7</p> <p>1 already. We are actually improving that from</p> <p>2 what it currently is. It's an existing building</p> <p>3 that's been there for decades. I don't know</p> <p>4 exactly how long, but it's well before the</p> <p>5 setback.</p> <p>6 Substantial right. Denial of the</p> <p>7 request would necessitate significant</p> <p>8 redevelopment and possible rethinking the</p> <p>9 project as a whole.</p> <p>10 Not a special privilege. It's a</p> <p>11 slight horizontal addition and reduction of the</p> <p>12 front yard. So we actually are improving what</p> <p>13 is an existing nonconformity and really see it</p> <p>14 as a benefit overall and not a special</p> <p>15 privilege.</p> <p>16 The proposed use of the facility</p> <p>17 will be the same, approved as a Board 8 months</p> <p>18 prior. It will fit the codes and the plans.</p> <p>19 The essential character of the</p> <p>20 area. You know, I can kind of go through all of</p> <p>21 these. But I think really what speaks the most</p> <p>22 to it is we have been working closely with the</p>	<p style="text-align: center;">9</p> <p>1 through us --</p> <p>2 MR. JACOBS: Correct.</p> <p>3 CHAIRMAN NEIMAN: It seems to me that</p> <p>4 by definition when the manufacturer says to you,</p> <p>5 Try to get this through the ZBA because this is</p> <p>6 what we want, that's the definition of</p> <p>7 self-created, a self-created problem. Because</p> <p>8 the manufacturer has said, Well, we want it this</p> <p>9 way.</p> <p>10 So try to stay away from the idea</p> <p>11 of relying on Jaguar or Land Rover --</p> <p>12 MR. JACOBS: Understand. Understand.</p> <p>13 CHAIRMAN NEIMAN: -- saying we have to</p> <p>14 do it this way because that to my mind isn't</p> <p>15 terribly persuasive. That's number one.</p> <p>16 Number two, I would like to go to</p> <p>17 the Code and Plan Purpose. The fact that the</p> <p>18 facility is the same as the Village</p> <p>19 Board approved it 8 months ago --</p> <p>20 MR. JACOBS: The usage.</p> <p>21 CHAIRMAN NEIMAN: That very well may be</p> <p>22 an indication that the Village Board thought it</p>

<p style="text-align: center;">10</p> <p>1 was consistent for the Code and Plan Purposes. 2 But if you could put a little meat 3 on that bone and explain why, in fact, it is 4 consistent with the code and plan purpose. 5 MR. JACOBS: Yes. The original 6 building was used as a General Motors training 7 facility to repair vehicles and have other 8 General Motors functions there. It was 9 primarily, it's been zoned as a car dealership, 10 car repair facility. 11 It's been vacant for a long time, 12 and we are going to be renovating that existing 13 building and making it into a functioning car 14 dealership and service facility. 15 CHAIRMAN NEIMAN: Do any of the other 16 Board members have any questions about this part 17 of the application or whether the applicant 18 meets any or all of these standards? 19 Okay. Let's move on to the second 20 part of this hearing, which was the circulation. 21 MR. JACOBS: Correct. The two-way 22 circulation aisle. This actually came up with</p>	<p style="text-align: center;">12</p> <p>1 in front of building this way rather than having 2 to come all the way around the building that 3 way. Does that make some sense? 4 Because the service drive is 5 located on the east side of the building. And 6 then also anybody exiting -- You know, you 7 could come in here and park and turn right back 8 onto Ogden. But if you needed to make a left 9 turn, you would also have to drive around the 10 south side of the building to get to Oak Street 11 to make a left turn. 12 So the variance that we are 13 actually looking for is to allow, I believe -- 14 and Jerry can correct me if I'm wrong -- that 15 the drive itself is far enough away, it doesn't 16 inflict any -- It's within Code is what I was 17 trying to say. The variance we are looking for 18 is to make it a two-way drive, which would 19 normally be required to be 24-feet. 20 MR. MORTIER: 19. 21 MR. JACOBS: This is 19 feet. Just 22 because to stay within that setback and the</p>
<p style="text-align: center;">11</p> <p>1 discussions with the neighbors, the neighborhood 2 group. Once we had the plans to pull the 3 building a little bit farther back from the 4 street, we realized there is enough room to have 5 a drive in front of the building. 6 The neighbors, one of their largest 7 concerns was noise or were noise and traffic, 8 both related. And it was actually a suggestion 9 of one of the neighbors to see if we had enough 10 room to put a circulation drive in the front so 11 that customers entering off of Ogden wouldn't 12 have to all drive around the rear of the 13 building. 14 This would allow them to enter off 15 of Ogden, as you can kind of see. On the 16 northwest side, they enter that curb cut and 17 they can come in front of building rather than 18 go all the way behind the building. The pointer 19 won't work on the screen, unfortunately. Here, 20 actually, this might work. 21 So right here is Ogden Avenue. 22 They would be able to turn in and come straight</p>	<p style="text-align: center;">13</p> <p>1 building, that's as wide as we can possibly go. 2 So we were looking for a variance to make it a 3 two-way circulation aisle rather than a one-way 4 circulation aisle, again based on feedback by 5 the neighbors saying they wanted as much traffic 6 to be able to pass through the north end of the 7 property compared to the south end of the 8 property. 9 CHAIRMAN NEIMAN: There would be, 10 assuming that a car is trying to exit onto 11 Ogden, there would be no left turn onto Ogden; 12 correct? 13 MR. JACOBS: Correct. 14 MR. GILTNER: Is the circulation drive 15 depicted in this image? 16 MR. JACOBS: It is. I'm not sure this 17 walkway here. Jerry can maybe speak more to 18 what the color difference is, but this is 19 depicted as the circulation drive. 20 MR. MORTIER: Correct, that sidewalk. 21 MR. GILTNER: The green is on our color 22 image.</p>

<p style="text-align: right;">14</p> <p>1 MR. JACOBS: The green actually, no, 2 that's -- 3 MR. MORTIER: That's landscaping, the 4 green areas. This is a delineation of the 5 sidewalk. Jaguar Land Rover requires a sidewalk 6 to have a special stamping, concrete stamp 7 color. So it's a stamped concrete. 8 MR. JACOBS: Yes. 9 MR. MURPHY: Is that for cars? It 10 looks like, is this parking? 11 MS. ENGEL: Go to the next page. 12 MR. MURPHY: Is that parking 13 immediately next, or is that just display cars 14 right along Ogden? It's real -- 15 CHAIRMAN NEIMAN: To the left. 16 MR. MURPHY: Above the, so when you 17 look at the -- 18 MS. ENGEL: It looks like they are all 19 parked. 20 MR. GILTNER: It says, Decorative 21 display pads. 22 MR. JACOBS: Correct.</p>	<p style="text-align: right;">16</p> <p>1 MR. JACOBS: But is that, I mean, part 2 of this specific request? 3 MR. MORTIER: It is. 4 MR. MURPHY: Just to be clear, if those 5 weren't there, there would be plenty of room. 6 MR. MORTIER: What is limiting the 7 overall width of the drive aisle is our 8 impervious area. We are currently max'd out. 9 MR. MURPHY: I'm sorry, say it again. 10 MR. MORTIER: The impervious area of 11 the site without triggering additional 12 stormwater is what is limiting the overall width 13 of the drive aisle. 14 MR. JACOBS: Are you saying those are 15 not pervious, the light green is not pervious? 16 MR. MORTIER: The display stalls will -- 17 MR. JACOBS: Or they are pervious? 18 MR. MORTIER: They are pervious. 19 MR. JACOBS: Excuse me, I apologize. 20 MR. MORTIER: Yes. 21 MR. JACOBS: So that is not adding to 22 the overall lot coverage.</p>
<p style="text-align: right;">15</p> <p>1 MR. GILTNER: Is that what you were 2 asking? 3 MR. MURPHY: I don't see that page. 4 MR. GILTNER: That next one. 5 MR. MURPHY: Oh, that has them darker. 6 So there will be cars on display pads right next 7 to Ogden, right? 8 MR. JACOBS: Correct. 9 MR. MURPHY: And then it's between 10 those cars and the building that we are talking 11 about for a driveway? 12 MR. JACOBS: Yes. 13 MR. MORTIER: Yes. 14 MR. MURPHY: And that's a Jaguar 15 requirement that those cars be out along the 16 road like that? 17 MR. MORTIER: They would certainly 18 encourage it. What's driving that is with 19 adding this access lane we have lost customer 20 parking, we have lost display stalls. This 21 additional display helps us recapture some of 22 those lost stalls due to the added access lane.</p>	<p style="text-align: right;">17</p> <p>1 MR. MURPHY: Where the cars will be 2 parked is -- 3 MR. JACOBS: Pervious. 4 MR. MURPHY: Is, I see. 5 MR. JACOBS: And it wouldn't be adding 6 to the overall lot coverage. 7 MR. MURPHY: Yes. 8 MR. MORTIER: It would trigger 9 stormwater requirements. 10 MR. MURPHY: Got it. Got it. Okay. 11 Thank you. 12 MR. MORTIER: We have additional 13 landscaping toward the rear of the property to 14 help make that drive aisle as wide as we can, so 15 we are not impacting our impervious area. 16 CHAIRMAN NEIMAN: Any of the other 17 Board members have any questions about these two 18 variance requests? 19 MR. ALESIA: Are we including then the 20 off-street parking, required front yard? Are we 21 including that with this one we just talked 22 about? Is that the off-street parking you are</p>

<p style="text-align: right;">18</p> <p>1 talking about?</p> <p>2 MR. MURPHY: No. Is that off-street</p> <p>3 parking?</p> <p>4 MR. ALESIA: Under Newly added request</p> <p>5 on the first page, it says, Off-street parking</p> <p>6 required front yard.</p> <p>7 MR. MURPHY: Is that what we are</p> <p>8 talking about?</p> <p>9 MR. ALESIA: Is that what we are</p> <p>10 talking about, the displays?</p> <p>11 MR. MC GINNIS: That's correct.</p> <p>12 MR. MURPHY: Okay. That is correct?</p> <p>13 Okay.</p> <p>14 CHAIRMAN NEIMAN: There are only four</p> <p>15 variance requests. It was written -- You are</p> <p>16 correct, it was written that way. But there are</p> <p>17 four variances.</p> <p>18 MR. MORTIER: There are four.</p> <p>19 MR. MURPHY: So there are four. So</p> <p>20 those eight display cars are considered</p> <p>21 off-street parking. And that's why we -- Okay.</p> <p>22 Got it.</p>	<p style="text-align: right;">20</p> <p>1 signage.</p> <p>2 MR. STICK: Michael Stick,</p> <p>3 802 Franklin.</p> <p>4 MS. BRASELTON: Debra Braselton,</p> <p>5 802 Franklin.</p> <p>6 MR. STICK: As I said last time we were</p> <p>7 up, a year ago or nine months ago, we had three</p> <p>8 major resident concerns. The residents are</p> <p>9 primarily on the south side of the site. And</p> <p>10 the concerns were a fence; landscaping; and</p> <p>11 lighting; and noise, resulting noise.</p> <p>12 And Land Rover, we reached some</p> <p>13 agreements. The Village Board issued an</p> <p>14 ordinance. And my understanding is none of that</p> <p>15 is changing under these current plans.</p> <p>16 On the first variance, which, as I</p> <p>17 understand it, is the setback from Ogden and the</p> <p>18 extension to the west, the residents don't</p> <p>19 really have concerns and do not have objections</p> <p>20 to that. But in conjunction with the</p> <p>21 reconfigured plans, there were some changes made</p> <p>22 to the interior design and the ingress and</p>
<p style="text-align: right;">19</p> <p>1 MR. ALESIA: Thanks. Sorry.</p> <p>2 CHAIRMAN NEIMAN: Thanks, no problem.</p> <p>3 Any other questions for the</p> <p>4 applicant on these two variances, that is, the</p> <p>5 yard setback, and the circulation requirements?</p> <p>6 MR. MURPHY: And off-street parking.</p> <p>7 CHAIRMAN NEIMAN: And off-street</p> <p>8 parking is part of the circulation.</p> <p>9 MR. MURPHY: So it's all three on</p> <p>10 Robb's.</p> <p>11 CHAIRMAN NEIMAN: That's correct.</p> <p>12 MR. MURPHY: On Robb's?</p> <p>13 CHAIRMAN NEIMAN: That's correct.</p> <p>14 MR. MURPHY: I have no more questions</p> <p>15 on those.</p> <p>16 CHAIRMAN NEIMAN: Okay. So before we</p> <p>17 close the public hearing on these two variance</p> <p>18 requests, I would like to hear from the</p> <p>19 neighbors on just limited to these two parts.</p> <p>20 And then we will close the hearing,</p> <p>21 vote on these two variance requests; and then we</p> <p>22 will reopen the hearing and hear about the</p>	<p style="text-align: right;">21</p> <p>1 egress into the repair facilities, which did</p> <p>2 create noise and traffic concerns for the</p> <p>3 residents, which we have addressed with Land</p> <p>4 Rover.</p> <p>5 And they, frankly, have been very</p> <p>6 responsive, have met all or at least most of our</p> <p>7 concerns, significant concerns. And we have</p> <p>8 been very pleased with their response.</p> <p>9 One of the concerns on traffic was</p> <p>10 an issue where they were, one of the changes was</p> <p>11 a western egress and ingress on the west side,</p> <p>12 which was not in the plans that were approved by</p> <p>13 the Village Board in February.</p> <p>14 The entrance on the west then</p> <p>15 resulted in traffic around the south side of the</p> <p>16 site adjacent to residential areas and that</p> <p>17 created a number of issues which have been</p> <p>18 addressed. But one of the suggestions the</p> <p>19 residents made was that if you can open up a</p> <p>20 driveway on the north side then you are going to</p> <p>21 reduce the traffic around the south side. And</p> <p>22 that got to the second request for a variance,</p>

1 which the residents are very much in favor of,
 2 the two-way drive.
 3 And we are very much in favor of it
 4 for two reasons. One, as I think Kevin
 5 indicated, anyone coming off Ogden and turning
 6 into the site in order to access the service
 7 area or drop-off area would necessarily have to
 8 drive around the south side of the site, which
 9 creates more traffic, more noise, for the
 10 residents who abut the south portion of the
 11 site.

12 By doing a two-lane drive on the
 13 north, anyone driving in there -- and there is
 14 no guarantee everyone is going to do it -- but
 15 certainly a large percentage or some percentage
 16 of people turning off Ogden, heading east,
 17 turning off Ogden into the site, will simply cut
 18 across the front, and access the service area,
 19 the loop there on the east side of the building.
 20 So that's going to reduce traffic to the south.

21 The other benefit of the drive on
 22 the north from the residents' point of view is

1 if you are exiting the site, with the exception
 2 of possibly coming around the south side of the
 3 building and going up to the Ogden entrance and
 4 turning right onto Ogden, all other traffic will
 5 need to exit onto Oak to access Ogden.

6 By making this two-lane, some of
 7 that traffic, who would like to go east on
 8 Ogden, can avoid Oak. Again, cut across the
 9 north side of the site, exit onto Ogden, and
 10 make a right-hand turn, which we believe
 11 potentially will reduce the traffic on Oak.

12 So really the two concerns that the
 13 residents had, and why we are very much in favor
 14 of authorizing the variance for the pathway on
 15 the north side; alleviate traffic entering the
 16 site having to go around the south side of the
 17 building, and potentially open up an alternative
 18 avenue or route for people exiting the site that
 19 would allow them not to exit onto Oak and
 20 instead exit directly onto Ogden.

21 And we do have residents who --
 22 Primarily the residents are on Franklin Street

1 to the south. But we do have in the group
 2 several fairly local residents on Oak, who have
 3 slightly different concerns than those of us who
 4 live on Franklin. Franklin is concerned about
 5 traffic on the south. Oak Street residents are
 6 concerned about traffic on Oak. The two-way
 7 drive on the north in our mind alleviates or
 8 ameliorates both of those concerns. It won't
 9 eliminate them but will make them much more
 10 palatable.

11 And the last thing I would say is
 12 in conjunction with our agreements on the
 13 reconfiguration of the site plan, interior --
 14 which is really not a ZBA issue, it's more of a
 15 Plan Commission Board issue -- our agreement to
 16 those changes Land Rover has suggested is
 17 contingent on, also, this driveway.

18 And so I'm here to say on the first
 19 variance, we don't have a position. We don't
 20 oppose it. On the second variance, I and most
 21 residents strongly are in favor of that
 22 variance.

1 MS. BRASELTON: Thank you. He said
 2 everything I would have said and more. So I
 3 won't go into it.

4 MR. STICK: Probably too much.

5 MR. MOBERLY: And more.

6 CHAIRMAN NEIMAN: Thank you.

7 Anyone else?

8 MR. JACOBS: I think Mike summed it up
 9 pretty well. But if there is any other
 10 questions, of course.

11 CHAIRMAN NEIMAN: Okay. Motion to
 12 close the public hearing.

13 MR. MOBERLY: Motion to close.

14 MS. ENGEL: So moved.

15 CHAIRMAN NEIMAN: Wait. Wait. Let's
 16 make it clear for the record.

17 Solely on the two variance requests
 18 we have discussed so far, the yard setback and
 19 the circulation requirements. It's Case V --

20 MR. MURPHY: Including the off-street
 21 parking.

22 CHAIRMAN NEIMAN: Including the

<p style="text-align: center;">26</p> <p>1 off-street parking.</p> <p>2 -- on Case V-07-18, 336 East Ogden</p> <p>3 Avenue.</p> <p>4 MR. MURPHY: So moved.</p> <p>5 MR. ALESIA: Second.</p> <p>6 CHAIRMAN NEIMAN: Roll call.</p> <p>7 MS. BRUTON: Member Moberly?</p> <p>8 MR. MOBERLY: Yes.</p> <p>9 MS. BRUTON: Member Alesia?</p> <p>10 MR. ALESIA: Yes.</p> <p>11 MS. BRUTON: Member Giltner?</p> <p>12 MR. GILTNER: Yes.</p> <p>13 MS. BRUTON: Member Murphy?</p> <p>14 MR. MURPHY: Yes.</p> <p>15 MS. BRUTON: Member Engel?</p> <p>16 MS. ENGEL: Yes.</p> <p>17 MS. BRUTON: Chairman Neiman?</p> <p>18 CHAIRMAN NEIMAN: Yes.</p> <p>19 MR. GILTNER: I'm just curious on the</p> <p>20 reduction in the two-way drive, the 24 feet</p> <p>21 versus 19 feet. I mean it seems, it's 5 feet.</p> <p>22 I don't know. Robb, do you have any opinion on</p>	<p style="text-align: center;">28</p> <p>1 MR. ALESIA: Unless they start selling</p> <p>2 the old Humvees.</p> <p>3 MR. GILTNER: Well, they are not always</p> <p>4 passing at the same time.</p> <p>5 CHAIRMAN NEIMAN: Right. It could</p> <p>6 happen that people will have to exercise</p> <p>7 caution. But if we are trying to problem solve</p> <p>8 here, I think this goes a long way to that.</p> <p>9 MS. ENGEL: My concern would just be</p> <p>10 neighbor contentment with it all. I think it's</p> <p>11 going to cause -- Any time you are going to try</p> <p>12 to get off or onto the road on Ogden from any</p> <p>13 one of these, it's just going to require</p> <p>14 additional paying of attention and being very</p> <p>15 careful because the traffic goes and it's</p> <p>16 difficult.</p> <p>17 I hope that that additional drive</p> <p>18 does what it's supposed to do and does alleviate</p> <p>19 people going out on Oak. I still think you are</p> <p>20 going to find some people that are going to be</p> <p>21 afraid to pull out on Ogden Avenue. But if it</p> <p>22 really helps the residents with the whole</p>
<p style="text-align: center;">27</p> <p>1 the width of, you know, two-way circulation</p> <p>2 drive? It seems reasonable?</p> <p>3 MR. MC GINNIS: They are going to have</p> <p>4 to self-regulate.</p> <p>5 MR. GILTNER: Right.</p> <p>6 MR. MC GINNIS: We have a standard and</p> <p>7 they are not going to meet that standard. So</p> <p>8 it's going to be up to them internally to make</p> <p>9 sure that it doesn't create tie-ups.</p> <p>10 MR. GILTNER: Right.</p> <p>11 CHAIRMAN NEIMAN: Yes. It seems that</p> <p>12 the owners have a self-interest in preventing</p> <p>13 side swipes, might increase body work</p> <p>14 business --</p> <p>15 MR. ALESIA: I was going to say may</p> <p>16 help the maintenance.</p> <p>17 MR. MC GINNIS: A standard parking</p> <p>18 stall is 9 feet so if that helps. A typical car</p> <p>19 is, what, 7 and a half-ish?</p> <p>20 MR. MURPHY: So it's going to be tight</p> <p>21 for two to pass but people need to pay</p> <p>22 attention.</p>	<p style="text-align: center;">29</p> <p>1 project, then I suppose it's --</p> <p>2 CHAIRMAN NEIMAN: Yes. It's a</p> <p>3 completely valid concern. I was thinking of it</p> <p>4 both pulling in off of Ogden and going out onto</p> <p>5 Ogden.</p> <p>6 On the other hand, I think all of</p> <p>7 us at one time or another pulled a right turn</p> <p>8 out of the Shell station at the corner of Ogden</p> <p>9 and York, and you wait till traffic clears. And</p> <p>10 it's a reasonable amount of caution, and you are</p> <p>11 fine. And all this is done in and out of the</p> <p>12 restaurants in Westmont, for example. So I</p> <p>13 think it's an issue. I don't know that it's --</p> <p>14 MR. MURPHY: How wide is that curb cut</p> <p>15 on Ogden, do you know? Because that does, that</p> <p>16 curb cut on Ogden, if you are coming out or</p> <p>17 going in, you are going to have a lot of times</p> <p>18 when there is cars going out and coming in at</p> <p>19 the same time. Because they just, somebody</p> <p>20 pulls up, they have to wait a long time. I'm</p> <p>21 just wondering how much room there is. People</p> <p>22 pull up to there and they don't necessarily stay</p>

1 completely on their side. somebody comes in.
 2 I'm just curious if that's wide enough to --
 3 And it's in the corner of the lot. I'm just, an
 4 added in terms of turning in and out. I can't
 5 tell how wide that is.

6 MS. ENGEL: Can that accommodate
 7 actually two cars?

8 MR. JACOBS: It can accommodate two
 9 cars. It's existing right now. I can't tell
 10 you exactly how wide it is. Again, it would be
 11 only a right-hand turn out and a right-hand turn
 12 in.

13 MR. MURPHY: Right. Yes. Yes.

14 MR. GILTNER: I don't know if this is
 15 even in our purview. But if it, if there is a
 16 potential of cars sort of getting backed up on
 17 Ogden, if there is not enough ways for the cars
 18 to circulate, I have seen that in other dealers
 19 at certain times of the day. That's a safety
 20 issue if there are a lot of cars on a regular
 21 basis backed up. I'm not saying it's going to
 22 happen.

1 But as long as it's designed a
 2 certain way, that's why -- I'm just curious.
 3 It's hard to tell from the diagram how much
 4 space is actually there. But I'm assuming there
 5 is enough space for cars to pull off of Ogden
 6 and get into that area so they are not blocking
 7 Ogden. Because otherwise, cars will stop. You
 8 don't want them stopping on Ogden is my point.

9 MS. ENGEL: Same way that happens at
 10 the Shell station or the BP on the other side
 11 when somebody doesn't turn in fast enough.

12 MR. GILTNER: Yes. Right.

13 CHAIRMAN NEIMAN: It's just the nature
 14 of the beast, busy street. There will be
 15 turning in and out and that will necessarily
 16 cause some momentary delays assuming they move
 17 out of the way quickly.

18 MR. GILTNER: Right.

19 CHAIRMAN NEIMAN: But if there is, it
 20 seems to me if there is a car trying to enter
 21 the lot, and a car trying to exit to the east at
 22 the same time, the car trying to enter will

1 necessarily create a stoppage in traffic to
 2 allow the person who is trying to turn out to,
 3 in fact, turn out, and then the other person
 4 turns in. You know, we have got that --

5 MR. MURPHY: So if someone is blocking
 6 that --

7 MS. ENGEL: Then they will have to go
 8 straight.

9 MR. MURPHY: As I look at this, if I
 10 had, if I was designing this, if I was going to
 11 build this and do whatever I wanted to, I would
 12 put another curb cut on the other side of the
 13 building. Are we going to hear another request
 14 for that in a couple years because this solution
 15 doesn't work and traffic backs up? What's
 16 involved in that?

17 MR. MOBERLY: Aren't curb cuts on
 18 Ogden, that's an IDOT?

19 MR. MURPHY: It's an IDOT.

20 MR. MOBERLY: I think it's not --

21 MR. MC GINNIS: That's an IDOT.

22 MR. MOBERLY: I think. I'm not an

1 expert.

2 MR. MC GINNIS: That's a state issue.
 3 So an existing curb cut, they are not touching
 4 it. It's been in place for many, many years
 5 when the GM training facility was there. They
 6 have had two-way traffic in and out. And now
 7 when it comes to IDOT, you are better off not
 8 even touching that and leave that right-of-way
 9 intact and alone.

10 MR. MURPHY: When it was a training
 11 facility, it didn't have near the volume of in
 12 and out. People went there and trained.

13 MR. MC GINNIS: There are some
 14 photographs that show that parking lot full when
 15 GM was using it.

16 MR. MURPHY: Yes. But they would come
 17 in in the morning and they are there. It's not
 18 like in and out I wouldn't think. Car dealers,
 19 in my experience, have a lot of in and out.

20 MR. MC GINNIS: Yes. I don't know how
 21 much in and out there was during the day.

22 CHAIRMAN NEIMAN: Any other Board

<p style="text-align: right;">34</p> <p>1 member have comments?</p> <p>2 Would anyone like to make a motion</p> <p>3 on these two variance requests?</p> <p>4 MR. MURPHY: I would move to approve</p> <p>5 the setback, the reduction in width of driveway</p> <p>6 and off-street parking, on -- the variances for</p> <p>7 all those.</p> <p>8 MR. ALESIA: Second.</p> <p>9 CHAIRMAN NEIMAN: Roll call, please.</p> <p>10 MS. BRUTON: Member Moberly?</p> <p>11 MR. MOBERLY: Yes.</p> <p>12 MS. BRUTON: Member Alesia?</p> <p>13 MR. ALESIA: Yes.</p> <p>14 MS. BRUTON: Member Giltner?</p> <p>15 MR. GILTNER: Yes.</p> <p>16 MS. BRUTON: Member Murphy?</p> <p>17 MR. MURPHY: Yes.</p> <p>18 MS. BRUTON: Member Engel?</p> <p>19 MS. ENGEL: Yes.</p> <p>20 MS. BRUTON: Chairman Neiman?</p> <p>21 CHAIRMAN NEIMAN: Yes.</p> <p>22 Okay. Now, we need a motion to</p>	<p style="text-align: right;">36</p> <p>1 Commission last week and how the Plan Commission</p> <p>2 voted and what recommendation they made so we</p> <p>3 are all aware of it and the public.</p> <p>4 MR. MC GINNIS: So I did get an email</p> <p>5 from Chan, our Village Planner, who had some</p> <p>6 back and forth conversation with the Plan</p> <p>7 Commission chair on the signage. It was</p> <p>8 unanimously approved.</p> <p>9 However, there were specifically</p> <p>10 comments made about the size and number of the</p> <p>11 signs. They understood that that was not</p> <p>12 necessarily within their purview but yours and</p> <p>13 did want you to take a look at that.</p> <p>14 CHAIRMAN NEIMAN: Okay.</p> <p>15 So let's take them one at a time.</p> <p>16 First one is the number of wall signs. So let's</p> <p>17 go through that one first, keeping in mind my</p> <p>18 suggestion that just because Jaguar wants a lot</p> <p>19 of signs doesn't mean they get a lot of signs.</p> <p>20 MR. JACOBS: Correct. And I'm going to</p> <p>21 lean a little bit more on Jerry for this one</p> <p>22 because he's a little bit more of the expert.</p>
<p style="text-align: right;">35</p> <p>1 reopen the public hearing on Case V-07-18,</p> <p>2 336 East Ogden, to consider the remaining</p> <p>3 variance requests regarding the signs.</p> <p>4 MS. ENGEL: So moved.</p> <p>5 MR. MOBERLY: Second.</p> <p>6 CHAIRMAN NEIMAN: Roll call, please.</p> <p>7 MS. BRUTON: Member Moberly?</p> <p>8 MR. MOBERLY: Yes.</p> <p>9 MS. BRUTON: Member Alesia?</p> <p>10 MR. ALESIA: Yes.</p> <p>11 MS. BRUTON: Member Giltner?</p> <p>12 MR. GILTNER: Yes.</p> <p>13 MS. BRUTON: Member Murphy?</p> <p>14 MR. MURPHY: Yes.</p> <p>15 MS. BRUTON: Member Engel?</p> <p>16 MS. ENGEL: Yes.</p> <p>17 MS. BRUTON: Chairman Neiman?</p> <p>18 CHAIRMAN NEIMAN: Yes.</p> <p>19 Okay. First, I think it might be</p> <p>20 helpful for the Board, the Board members,</p> <p>21 Mr. McGinnis, if you could tell us what the Plan</p> <p>22 Commission, what sign issues were before Plan</p>	<p style="text-align: right;">37</p> <p>1 He's actually built a couple different or in the</p> <p>2 process of building a couple of these stores.</p> <p>3 So he knows the typical requirements and where</p> <p>4 we are.</p> <p>5 I think what I started off with the</p> <p>6 Plan Commission last night, before getting into</p> <p>7 too many of the details, is what I will start</p> <p>8 off with tonight as well. To your point, the</p> <p>9 requirement from the manufacturer is extensive.</p> <p>10 And Jerry and I have sat down a couple different</p> <p>11 times to go through what their requirements and</p> <p>12 have really whittled it down to what we feel is</p> <p>13 the essential signage for the property.</p> <p>14 They would have liked us to have</p> <p>15 about 18 signs on the property. We are far</p> <p>16 fewer than that at this point. And the most</p> <p>17 egregious thing was that No. 18, as you can see</p> <p>18 is in the northwest corner, the pylon sign, they</p> <p>19 had wanted that originally to be 20- feet tall.</p> <p>20 But we have cut it down to --</p> <p>21 MR. MORTIER: 8.</p> <p>22 MR. JACOBS: -- 8-feet tall. Just</p>

1 because I agreed that, you know, I didn't even
2 have to ask anybody, that's unreasonable.

3 So just, so you know, we have done
4 what we thought was kind of the minimum for our
5 operations and to conform to what this national
6 program looks like.

7 So to start, the four branded wall
8 signs. And Jerry will help a little bit here I
9 believe. So we have, there is these two on the
10 front of building.

11 MR. MORTIER: They were Land Rover on
12 the front. And the flanking on each side of the
13 showrooms are the --

14 CHAIRMAN NEIMAN: Could you talk into
15 the microphone just in case people are actually
16 listening.

17 MR. MORTIER: So on the front of
18 facade, we have the Jaguar and Land Rover sign.
19 Those are two of the wall signs. The other two
20 wall signs are on each side of the showroom.

21 MR. JACOBS: One on the east side and
22 one on the west side. And it's not, it's just

1 the smaller logos on each sides.

2 MR. ALESIA: What's the d/b/a sign in
3 the middle, sign No. 7?

4 MR. JACOBS: That is part of the next
5 variance. But it says Hinsdale above the entry
6 door. And I believe that we were asking for
7 that one to just be a directional sign.

8 MR. MORTIER: Informational sign.

9 MR. ALESIA: That we are in Hinsdale?
10 I'm not saying it to sound like a smart aleck,
11 but I mean --

12 MR. JACOBS: Well, it's Land Rover,
13 Hinsdale. That's how we are branded and that's
14 the name of the dealership, it's Land Rover,
15 Hinsdale versus Land Rover, Naperville.

16 MR. ALESIA: I'm just looking if we are
17 going to get rid of one. You have huge Land
18 Rover and Jaguar right next to it.

19 MR. JACOBS: I actually believe that's
20 not one of the four included in this variance.

21 MR. ALESIA: Why not?

22 MR. JACOBS: Because it's an

1 informational sign from my -- Again, Jerry is a
2 little bit more of the expert.

3 MR. MORTIER: We had some help with
4 Robb on how these signs would be interpreted.
5 So it's the four signs for this first variance
6 are the upper signs. And the service sign on
7 the side of the building and the Hinsdale sign
8 is being treated as an informational sign.

9 MR. ALESIA: All right.

10 MS. ENGEL: So No. 7 is not --

11 MR. ALESIA: No. 7 and 8.

12 MR. JACOBS: We can go back.

13 MR. ALESIA: So 7 and 8 are the
14 informational signs?

15 MS. ENGEL: Yes.

16 MR. JACOBS: Yes, correct. 7 and 8 are
17 the informational signs. And then 3 and 4, 1,
18 2, and 5 and 6 are considered to be four signs.

19 MR. ALESIA: And what about 18?

20 MR. JACOBS: 18 is a ground sign along
21 with 17, They are actually ground signs. And I
22 believe that was what the Plan Commission had

1 the most purview for is to -- They approved two
2 ground signs versus the one typically allowed.

3 MR. ALESIA: So 1, 2, 3, 4, 5, and 6
4 are the ones that we're discussing tonight?

5 MR. JACOBS: For this variance,
6 correct.

7 MR. ALESIA: For this variance.

8 Thanks.

9 MR. MOBERLY: Let me ask a really dumb
10 question here. Okay. Your variance is four
11 additional signs beyond what Section 9-106J3(b)
12 allows. What's the number that is allowed per
13 the Code? If we wanted to look -- You guys
14 have the Code book? I'm just curious. Do you
15 know?

16 So it says four additional signs
17 beyond. If you weren't asking for a variance,
18 how many wall signs could you have?

19 MR. MORTIER: I believe we are allowed
20 two.

21 MR. MC GINNIS: I'm sorry, guys. Chan
22 is our resident sign expert.

<p style="text-align: right;">42</p> <p>1 MR. MOBERLY: Okay. I'm sorry.</p> <p>2 MR. MC GINNIS: I know very little</p> <p>3 about signage.</p> <p>4 MR. MOBERLY: Okay.</p> <p>5 MR. JACOBS: So I mean two you think --</p> <p>6 MR. MORTIER: I'm not confident. I</p> <p>7 think it's two.</p> <p>8 MR. MOBERLY: So you are allowed two.</p> <p>9 And you've got two on the front, One on the</p> <p>10 west, one on the east. So it seems like you are</p> <p>11 asking for two additional signs and not four</p> <p>12 additional signs, wall signs.</p> <p>13 MR. JACOBS: Are these technically two?</p> <p>14 MR. MORTIER: No. The signs on the</p> <p>15 side of the showroom are counted as one sign.</p> <p>16 MS. ENGEL: Like 3 and 4 and 5 and 6</p> <p>17 are just actually one?</p> <p>18 MR. MORTIER: Those are two. So 3 and</p> <p>19 4 is counted as one sign. 5 and 6 are counted</p> <p>20 as one sign. The total area of these wall signs</p> <p>21 are below ordinance. We are below the total</p> <p>22 square footage. It's the quantity that we are</p>	<p style="text-align: right;">44</p> <p>1 for two?</p> <p>2 MR. MC GINNIS: It's four additional</p> <p>3 beyond what the Code allows. And that Code</p> <p>4 section allows 2, 2 per user per lot.</p> <p>5 MR. JACOBS: So really we are asking</p> <p>6 for two additional. Is that possibly because</p> <p>7 the informational signs are informational?</p> <p>8 MR. MORTIER: Yes.</p> <p>9 MR. MC GINNIS: No. I thought there</p> <p>10 were 6 signs total. That the Code allowed for,</p> <p>11 2 and you are here asking for an additional 4.</p> <p>12 MR. JACOBS: That's what's on here.</p> <p>13 And that's where I'm confused as well. I'm not</p> <p>14 sure if that originally included the</p> <p>15 informational -- quote, unquote -- informational</p> <p>16 signs that are part of the next variance,</p> <p>17 because that would give us a total of 6 on the</p> <p>18 building. I apologize.</p> <p>19 MR. MURPHY: What's considered the</p> <p>20 informational signage?</p> <p>21 MS. ENGEL: This one. The one at the</p> <p>22 front door.</p>
<p style="text-align: right;">43</p> <p>1 exceeding.</p> <p>2 MS. ENGEL: Why are sign 5 and 6 and 3</p> <p>3 and 4, why are they --</p> <p>4 MR. MORTIER: Counted as one and not</p> <p>5 four?</p> <p>6 MS. ENGEL: Well, yes. I mean are they</p> <p>7 two placards, or is it just one sign? Or what,</p> <p>8 I guess why are they 3 and 4 instead of just 3?</p> <p>9 MR. MORTIER: I think that's tied to</p> <p>10 the manufacturer. As we look at this, this is</p> <p>11 basically two different brands or two different</p> <p>12 entities operating out of the same building.</p> <p>13 So when we get the order from the</p> <p>14 sign vendor, he's getting these signs from, I</p> <p>15 assume, different suppliers.</p> <p>16 MR. MOBERLY: So it's one sign with two</p> <p>17 logos on it?</p> <p>18 MR. MORTIER: Correct.</p> <p>19 MR. JACOBS: I mean is that -- I guess</p> <p>20 we need Chan to tell us what the ordinance is.</p> <p>21 But is this incorrect in the variance, asking</p> <p>22 for four additional? Are we really only asking</p>	<p style="text-align: right;">45</p> <p>1 MR. ALESIA: No. 8, No. 7. No. 7 and</p> <p>2 No. 8. 7 and 8.</p> <p>3 MR. MURPHY: Oh, Hinsdale and the</p> <p>4 service.</p> <p>5 MR. ENGEL: And this is actually one</p> <p>6 sign.</p> <p>7 MR. JACOBS: So we really would be</p> <p>8 asking for two, two additional.</p> <p>9 MR. MORTIER: Wall signs.</p> <p>10 MR. JACOBS: Wall signs. And then the</p> <p>11 second variance is for the two informational</p> <p>12 signs to be larger.</p> <p>13 MR. MORTIER: Correct.</p> <p>14 MR. MURPHY: How do we -- These are</p> <p>15 called signs 3 and 4 and 5 and 6.</p> <p>16 MS. ENGEL: But these are for one sign.</p> <p>17 CHAIRMAN NEIMAN: That's considered one</p> <p>18 sign. That's two logos, one sign.</p> <p>19 MS. ENGEL: Right. That's 5 and 6.</p> <p>20 MR. MOBERLY: Okay. But you guys call</p> <p>21 it two signs. You are hurting your cause here</p> <p>22 by your nomenclature.</p>

1 MR. JACOBS: Right. I apologize for
2 that.

3 MR. MOBERLY: Let me just ask a real
4 global question here. What's the minimum you
5 could get away with? Just let me --

6 I mean McDonald's did not get the
7 signage that they want and that you see at the
8 McDonald's store. Ditto for BP, ditto for
9 Shell. Hinsdale is a -- I actually looked up
10 your Beverly Hills location on the internet
11 today. It's on Sunset if you are interested. I
12 looked at the signage there. But Google
13 Earth -- maps did not have the entire 360 so I
14 couldn't tell how many signs they had.

15 When you are in an upscale
16 community, you have to have, you know, the signs
17 have to be fewer, have to be smaller, and can't
18 be 80 feet high and that sort of thing. And
19 they are national manufacturers. They push
20 back, too. I have heard a lot of meetings. And
21 we have been to a lot of these meetings where
22 everybody wants more signs, they want some

1 bigger.

2 What's just the minimum? How is
3 this a hardship if you don't have all these
4 signs? Because people will know it's there.
5 You have a great location. It's a great, you
6 know, on the corner of Ogden and Oak. A million
7 people will drive there. That's the wrong
8 number. A lot of people will drive by there.
9 You have great visibility. So how do you, why
10 do you need all these signs?

11 MR. JACOBS: Well, to answer the first
12 part of your question, I do -- Like I said at
13 the beginning, I do believe we cut down to the
14 minimum that we need per the manufacturer and
15 also per our own visibility on the street. The
16 front signs are essential. The two on the sides
17 will be able to provide people driving down
18 Ogden, which right now they are driving very
19 slow, I will grant you that.

20 MR. ALESIA: Especially for 5 and 6. I
21 have a problem with 3 and 4 and 5 and 6. But
22 especially 5 and 6, because you have 18, I don't

1 know, what is that, maybe 20 feet away? It's a
2 huge sign if anybody is coming from --

3 MR. JACOBS: It's an 8-foot tall sign.
4 It wanted to be a 20-foot sign, and then we cut
5 it down to 8 feet.

6 MR. ALESIA: Still it's an 8-foot sign
7 in pretty much the same direction as the people
8 are driving east as 5 and 6.

9 MR. JACOBS: Also, for your reference,
10 Jerry pulled up another store with the same type
11 of facility, the new look for Land Rover.

12 MR. ALESIA: That's my point. 18 I
13 guess on the left side, and then you have 5 and
14 6 facing the same direction. It seems a
15 superfluous.

16 MR. GILTNER: These are lighted signs?

17 MR. MORTIER: Correct. They are
18 illuminated.

19 MS. ENGEL: Is the manufacturer not
20 going to let you build this building if you
21 don't have signs 5 and 6 and 3 and 4? I mean
22 clearly people are going to know where they are

1 going.

2 MR. JACOBS: I mean I think, I can't
3 speak for the manufacturer. I can't tell you
4 what they will or won't do to us or tell us we
5 can and can't do. I do think that the signs on
6 the side of the building will help people coming
7 down Ogden Avenue both directions especially
8 when it's back to full speed.

9 MR. ALESIA: I think he might be
10 alluding to, they are there already. They are
11 expanding. It's not a new location. It's not,
12 Oh, look, Land Rover is in Hinsdale now, where
13 people may not know. This is an established
14 location already.

15 MR. MORTIER: Although Jaguar is new.

16 MR. JACOBS: Correct.

17 MR. MOBERLY: I think your current
18 building only has two, two signs on it, current
19 building.

20 MR. JACOBS: The current 300 East Ogden
21 building I believe has --

22 MR. MOBERLY: One on the front and one

<p style="text-align: right;">50</p> <p>1 on the east I think -- west, yes.</p> <p>2 MR. MORTIER: It's a much smaller</p> <p>3 building.</p> <p>4 MR. JACOBS: Actually there may be</p> <p>5 three signs at least.</p> <p>6 MR. MOBERLY: Okay. Oh, I know --</p> <p>7 MR. JACOBS: It's a much, much smaller</p> <p>8 building as well.</p> <p>9 MR. MC GINNIS: So just to jump in a</p> <p>10 second to maybe help clarify. They are looking</p> <p>11 at signs 3 and 4 and 5 and 6, the signs that</p> <p>12 face east and west, as two apiece. So that's</p> <p>13 where your six is coming from. I know you</p> <p>14 mentioned that you thought it was considered</p> <p>15 one.</p> <p>16 MR. MORTIER: When we talked to Chan</p> <p>17 yesterday.</p> <p>18 MR. MC GINNIS: That's where our six</p> <p>19 came from.</p> <p>20 MR. ALESIA: So we have 1, 2, 5 and 6</p> <p>21 would be three and then 3 and 4 is four.</p> <p>22 MR. MC GINNIS: Six wall signs total.</p>	<p style="text-align: right;">52</p> <p>1 solution to at least some of my concerns.</p> <p>2 I understand why when the</p> <p>3 dealership is open and someone would be</p> <p>4 approaching from the east or from the west</p> <p>5 having an additional lighted sign on the east</p> <p>6 facade and the west facade would give a driver a</p> <p>7 head-up, a heads-up, that, oh, there it is, as</p> <p>8 opposed to forcing them to drive right in front,</p> <p>9 and then it would be too late to put on their</p> <p>10 turn signal.</p> <p>11 One of my concerns is that with the</p> <p>12 number of the additional signs you are</p> <p>13 requesting, it's going to look like Christmas</p> <p>14 year-round. Can you turn off some of these</p> <p>15 signs when the dealership is closed, the</p> <p>16 lighting on the signs?</p> <p>17 Keep the lighting on the front so</p> <p>18 that anybody passing by when the dealership is</p> <p>19 closed saying, Oh, I have been meaning to go in</p> <p>20 there, there it is. But to the extent that</p> <p>21 someone is coming in from the east and west and</p> <p>22 saying that's where I'm headed, they are not</p>
<p style="text-align: right;">51</p> <p>1 So there is 1 and 2.</p> <p>2 MR. ALESIA: Right.</p> <p>3 MR. MC GINNIS: And then we have got 5</p> <p>4 and 6 facing west.</p> <p>5 MR. ALESIA: Right.</p> <p>6 MR. MC GINNIS: And 3 and 4 facing</p> <p>7 east.</p> <p>8 MR. ALESIA: Right.</p> <p>9 MR. MC GINNIS: The Plan Commissioners</p> <p>10 I think were primarily concerned with that sign</p> <p>11 facing west and whether or not that was even</p> <p>12 going to be visible from the right of way;</p> <p>13 correct? I'm paraphrasing.</p> <p>14 MR. MORTIER: No. You are spot on.</p> <p>15 MR. JACOBS: You are correct. 5 and 6</p> <p>16 was the ones that they wanted more discussion to</p> <p>17 happen here tonight. You know, it will be in</p> <p>18 front of the existing 100-foot setback because</p> <p>19 it's an existing building so it should be</p> <p>20 visible coming east on Ogden.</p> <p>21 CHAIRMAN NEIMAN: Let me ask what may</p> <p>22 be a practical question that implies a practical</p>	<p style="text-align: right;">53</p> <p>1 heading there when the dealership closed. Could</p> <p>2 you turn off those lights when the dealership is</p> <p>3 closed?</p> <p>4 MR. MORTIER: It's possible. You can</p> <p>5 put signs on a timer.</p> <p>6 MR. JACOBS: So I mean we would be</p> <p>7 happy to do that. I was waiting for his</p> <p>8 response because I wanted to make sure it was</p> <p>9 possible from the builder, but yes.</p> <p>10 CHAIRMAN NEIMAN: If I was a neighbor,</p> <p>11 I would be happier with that with less light</p> <p>12 pollution as well.</p> <p>13 What are the other Board member</p> <p>14 concerns that the Board members have about the</p> <p>15 additional signs in number or size or anything</p> <p>16 else? Are there any signs that anyone thinks</p> <p>17 are too big?</p> <p>18 MR. MOBERLY: It's hard to visualize</p> <p>19 how big they are really.</p> <p>20 MS. ENGEL: That picture. Can you go</p> <p>21 back to that picture of where they are?</p> <p>22 MR. JACOBS: This isn't our building.</p>

1 MR. MORTIER: No. This facility is
2 actually taller than our building.

3 MR. JACOBS: Are you looking for this
4 one or the --

5 MS. ENGEL: That one.

6 MR. MORTIER: Now, what drives these
7 proportions of the signs are the overall massing
8 of the building. The signs are selected from a
9 catalog. When we change the sign sizes, we are
10 changing them by feet, not inches. To pick A,
11 B, and C, somewhat limited on the size we get to
12 pick from.

13 CHAIRMAN NEIMAN: It seems to me that
14 the signs on the front of the building would
15 face north. They do, on the one hand, seem big.
16 But they don't seem bigger than me than the
17 Ferrari Maserati signs on the front of that
18 building. And those are --

19 MR. MOBERLY: Similar there. I assume
20 they are in Code.

21 CHAIRMAN NEIMAN: I think they are
22 fairly tastefully done. And surely they

1 identify where the building is from driving by.
2 So I don't particularly have a problem with the
3 big signs on the building facing north.

4 How about the one -- There is
5 another sign, let's see -- So going back to
6 your picture of the other Jaguar Rover facility,
7 there is no curbside sign that you are proposing
8 that is right on Ogden?

9 MR. JACOBS: No. It's similar to that,
10 but it will be smaller than the one.

11 MR. ALESIA: 18.

12 MR. JACOBS: It's No. 18. Sign number
13 18.

14 CHAIRMAN NEIMAN: Oh, I see. Right
15 there.

16 MR. ALESIA: It's 18.

17 CHAIRMAN NEIMAN: How high is that one?

18 MR. ALESIA: 8 feet.

19 MR. JACOBS: I don't know how high this
20 one is in the picture, I'm not sure. But I
21 believe it's more than 8 feet. Because if you
22 look at the cars next to it I mean --

1 MR. MORTIER: I believe that's a 16-
2 foot pylon on that one.

3 CHAIRMAN NEIMAN: 8 foot, okay. Thank
4 you for that clarification.

5 MR. GILTNER: So the signs facing
6 north, are they the same sizes as what's
7 depicted for that dealer; or are they smaller,
8 bigger?

9 MR. MORTIER: I don't know what size
10 these are. I know from the proportion
11 standpoint they are similar. Overall massing of
12 the building is what's determining sign size.

13 MR. GILTNER: Right. So --

14 MR. JACOBS: If we go to -- Our
15 rendering is an accurate representation of the
16 scale.

17 MR. MOBERLY: It's up to scale. That's
18 how big it will be?

19 MR. GILTNER: Maybe because your
20 building is bigger, possibly, is that why? At
21 least in --

22 MR. MORTIER: We have a very wide

1 building.

2 MR. GILTNER: Sure. But if you go back
3 to that other dealer, that just seems to be, it
4 seems to be smaller.

5 MR. ALESIA: It's a taller building.

6 MR. GILTNER: Yes.

7 MS. ENGEL: Do the other dealerships --
8 I don't know. Are the other dealerships in
9 Hinsdale, or are they all Westmont?

10 CHAIRMAN NEIMAN: The only other one is
11 the Maserati Ferrari.

12 MS. ENGEL: And they don't have signs
13 on the east and west of their buildings?

14 CHAIRMAN NEIMAN: I don't believe they
15 do.

16 MR. MOBERLY: It's just the two in
17 front.

18 MS. ENGEL: Just the two in front.

19 MR. MORTIER: The Ferrari Maserati
20 store has two pylons, and then also two wall
21 signs out front.

22 MS. ENGEL: Two pylons like 18, similar

<p style="text-align: right;">58</p> <p>1 to 18?</p> <p>2 MR. JACOBS: They have two pylons in</p> <p>3 the front, one for each brand. And then two</p> <p>4 signs on the side as well.</p> <p>5 MR. MORTIER: Now, they are boxed in by</p> <p>6 adjacent buildings, which does frame that view</p> <p>7 of the side of their building.</p> <p>8 CHAIRMAN NEIMAN: And you are not boxed</p> <p>9 in so the signs would be visible and, therefore,</p> <p>10 you want them.</p> <p>11 MR. MORTIER: Again, our goal is to</p> <p>12 bring attention to the front of the building.</p> <p>13 We want to attract customers to our primary</p> <p>14 entrances. Anything we can do to alleviate</p> <p>15 traffic going down Oak and opening into the</p> <p>16 neighboring is ultimately our goal.</p> <p>17 MR. GILTNER: So I'm confused. So the</p> <p>18 signs that are being proposed, are they part of</p> <p>19 the variance request, the size of the signs? Is</p> <p>20 that what we are looking at?</p> <p>21 MR. JACOBS: No. The size is not --</p> <p>22 Just the number.</p>	<p style="text-align: right;">60</p> <p>1 MR. MURPHY: They are going to be under</p> <p>2 that. But they can only put 2 awning,</p> <p>3 valance --</p> <p>4 MR. ALESIA: And they are asking for</p> <p>5 two.</p> <p>6 MR. MURPHY: They are asking for two.</p> <p>7 So when they ask them two extras, you can tell</p> <p>8 them, you can say whatever you want, I suppose,</p> <p>9 but --</p> <p>10 CHAIRMAN NEIMAN: So on the east side</p> <p>11 of the building, No. 8 and -- Well, let's start</p> <p>12 with No. 17. A little welcome sign on the</p> <p>13 grass. Does it just say Welcome? Does it say</p> <p>14 something more?</p> <p>15 MR. JACOBS: It says right there.</p> <p>16 MR. MORTIER: So it has the Jaguar Land</p> <p>17 Rover logo at the top. It has Hinsdale, the</p> <p>18 business name. And then it says Welcome below</p> <p>19 it.</p> <p>20 MR. JACOBS: And it's not illuminated.</p> <p>21 MR. ALESIA: It's not really visible</p> <p>22 from Ogden.</p>
<p style="text-align: right;">59</p> <p>1 MS. ENGEL: I believe it's just the</p> <p>2 number of signs.</p> <p>3 MR. GILTNER: The number.</p> <p>4 MR. MORTIER: Just the quantity.</p> <p>5 MR. GILTNER: Just the number of signs.</p> <p>6 We are not even looking at the size of the</p> <p>7 signs.</p> <p>8 MR. MOBERLY: I think there are two.</p> <p>9 The second variance is signage is 6.75 square</p> <p>10 feet versus 3 square feet.</p> <p>11 MR. JACOBS: So the informational signs</p> <p>12 is the sizing.</p> <p>13 MR. MOBERLY: Outside information</p> <p>14 signs, yes.</p> <p>15 MR. JACOBS: These signs meet the Code.</p> <p>16 CHAIRMAN NEIMAN: It's only on this</p> <p>17 one.</p> <p>18 MR. MURPHY: If I'm reading the Code</p> <p>19 right, they can put up to 300 square feet of</p> <p>20 signs on the building.</p> <p>21 MR. ALESIA: They are going to be</p> <p>22 under.</p>	<p style="text-align: right;">61</p> <p>1 MR. MOBERLY: That's 6 feet fall.</p> <p>2 MR. JACOBS: The one on Ogden is</p> <p>3 illuminated. The number -- We shouldn't jump</p> <p>4 ahead I guess.</p> <p>5 CHAIRMAN NEIMAN: No, that's okay.</p> <p>6 MR. JACOBS: But the other ground sign</p> <p>7 is 2 feet taller and it is illuminated.</p> <p>8 MS. ENGEL: No. 18?</p> <p>9 MR. JACOBS: Correct, yes. This one on</p> <p>10 the screen now.</p> <p>11 CHAIRMAN NEIMAN: And No. 8 is needed</p> <p>12 because customers need to know that that is</p> <p>13 where service is, is that it?</p> <p>14 MR. ALESIA: That's an informational</p> <p>15 sign.</p> <p>16 CHAIRMAN NEIMAN: That's informational.</p> <p>17 MR. ALESIA: I thought they said 8 and</p> <p>18 7 are informational.</p> <p>19 CHAIRMAN NEIMAN: Got it. Thank you.</p> <p>20 Thank you.</p> <p>21 MR. ALESIA: 18 and 17 are ground</p> <p>22 signs.</p>

1 MR. JACOBS: And I believe that's what
2 the Plan Commission had some recommendation on
3 is how many ground signs. Because we are
4 typically allowed one, and they approved or
5 recommended, I should say, that we have two
6 ground signs. From my interpretation again.

7 MS. ENGEL: And No. 7, it just says
8 Hinsdale?

9 MR. JACOBS: Correct.

10 MR. MOBERLY: Can you go back to the
11 picture, the night view picture.

12 MR. JACOBS: The night view.

13 MR. MOBERLY: The other one, the next
14 one. I mean you kind of asked what our overall
15 concerns were. It just, this is not a good word
16 to use; but it looks a little tacky. I just, it
17 doesn't look upscale; and I'm not sure what that
18 is.

19 But I'm not troubled by your other
20 rendering showing the front. It's just that,
21 again, it looks like Christmas.

22 MS. ENGEL: I agree.

1 MR. ALESIA: Will the interior lights
2 be lit even when the place is closed? Do you
3 know?

4 MR. JACOBS: I don't.

5 MR. MORTIER: They will be on but they
6 are dimmed. They are not nearly as bright as
7 when the facility is open. There is no need to.

8 MR. JACOBS: Yes.

9 MR. MOBERLY: So I know we are not the
10 taste police, that's kind of a -- That's the
11 problem. And I have bad taste.

12 CHAIRMAN NEIMAN: Because are asking
13 for more signs than the Code allows, I think we
14 have to balance, as I alluded to earlier, the
15 idea that in the winter, let's say, it gets dark
16 at --

17 MR. MOBERLY: 4:00.

18 CHAIRMAN NEIMAN: -- 4:30, and you are
19 coming to -- You want to come into the lot for
20 service. You want to come in to the lot to buy
21 a car.

22 If I'm approaching from the east or

1 west, it might help me identify where it is if
2 I'm not familiar with the area. If the signs,
3 proposed signs on the east and west, were, in
4 fact, illuminated.

5 But if you turn off signs 5 and 6,
6 3 and 4, and 17 and 8, after business hours when
7 no one is looking for it, that might solve the
8 Christmas effect.

9 MR. ALESIA: 17 you said is not lit.

10 MR. JACOBS: Can you repeat those one
11 more time.

12 CHAIRMAN NEIMAN: So, yes, let me go
13 through that suggestion again. So I'm
14 suggesting that if we -- If you turned out the
15 lights when the dealership closes on signs 3 and
16 4, 5 and 6, and 8, those signs don't serve any
17 function after business hours. And it would
18 make it look, it would cut down on the light
19 pollution. I think that would help the

20 appearance both for people driving up and down
21 Ogden and for the neighbors without affecting
22 any of the underlying purposes for which you

1 want this.

2 Does that make sense?

3 MS. ENGEL: Yes.

4 MR. MURPHY: Is that within our purview
5 to do that?

6 CHAIRMAN NEIMAN: Well, given the -- I
7 think the answer is given that we are being
8 asked to approve additional signs, we can put
9 limitations on the signs that might address our
10 underlying concerns about them.

11 MR. MURPHY: Okay. I just didn't know
12 how it worked.

13 MR. MORTIER: Just to provide some
14 additional context, we did map their service
15 customers over the last two years, almost 4,000
16 customers.

17 So here is a map showing where the
18 current customers are. The areas in red are --

19 MR. JACOBS: This is just Land Rover
20 because we don't have any Jaguar customers. So
21 all of our Jaguar service customers would be new
22 customers.

<p style="text-align: center;">66</p> <p>1 MR. MORTIER: So out of those 4,000</p> <p>2 dots, those red ones are Hinsdale. There is</p> <p>3 less than 400 dots. Most of the customers are</p> <p>4 coming from outside the area to this facility.</p> <p>5 CHAIRMAN NEIMAN: What do you need?</p> <p>6 MR. GILTNER: Well, we will probably</p> <p>7 get to it in the discussion. But there are ways</p> <p>8 to find properties of stores besides seeing a</p> <p>9 big sign.</p> <p>10 CHAIRMAN NEIMAN: Yes. You can always</p> <p>11 ask Siri and so on.</p> <p>12 MR. MORTIER: Google Maps.</p> <p>13 CHAIRMAN NEIMAN: I sometimes have Siri</p> <p>14 drive me off a cliff.</p> <p>15 MR. MURPHY: Sometimes, you did it more</p> <p>16 than once?</p> <p>17 CHAIRMAN NEIMAN: Well, I'm careless.</p> <p>18 So, Keith, you are quite right,</p> <p>19 that there are other ways to find it. And I'm</p> <p>20 just trying to figure out a proper balance</p> <p>21 between our underlying concerns and the</p> <p>22 requests. I'm not sure I know what --</p>	<p style="text-align: center;">68</p> <p>1 MR. JACOBS: This one.</p> <p>2 MR. MORTIER: Yes.</p> <p>3 CHAIRMAN NEIMAN: Yes. So the second</p> <p>4 one down is north elevation.</p> <p>5 MR. MURPHY: North elevation is what is</p> <p>6 this, is the top.</p> <p>7 MR. JACOBS: Is the east elevation.</p> <p>8 MR. MURPHY: This one faces north.</p> <p>9 CHAIRMAN NEIMAN: Oh, I'm sorry.</p> <p>10 MR. MURPHY: Then you get the east</p> <p>11 elevation and the west elevation as the second</p> <p>12 and fourth one. So when I look at that, and the</p> <p>13 length of building, those signs don't look real</p> <p>14 big.</p> <p>15 I mean you can compare them to a</p> <p>16 lot of retail places. You think of what a, you</p> <p>17 know, a normal retail place that had that kind</p> <p>18 of a wall, how big their signs would be. This</p> <p>19 was the one, I was looking at the size of those</p> <p>20 signs, you know, how many square feet. And,</p> <p>21 what, 7 feet, 8. I was thinking they were</p> <p>22 really big signs and not predisposed to like</p>
<p style="text-align: center;">67</p> <p>1 MR. MURPHY: This is the only big</p> <p>2 colored sign across the front, which is this,</p> <p>3 obviously?</p> <p>4 CHAIRMAN NEIMAN: Yes.</p> <p>5 MR. MURPHY: When I look at these</p> <p>6 other, when I look at this side of the building,</p> <p>7 that doesn't seem like a very big sign. When I</p> <p>8 look at those sides views, those signs don't</p> <p>9 stand out very much.</p> <p>10 CHAIRMAN NEIMAN: So let's identify</p> <p>11 what you are talking about. The north</p> <p>12 elevation.</p> <p>13 MR. MURPHY: So there is one page that</p> <p>14 has, it's right after, what --</p> <p>15 MR. JACOBS: The east and west</p> <p>16 elevations possibly? Maybe page --</p> <p>17 MR. MURPHY: Well, it has got all four</p> <p>18 on one.</p> <p>19 MS. ENGEL: On the bottom it says,</p> <p>20 Exterior elevations.</p> <p>21 MR. MURPHY: Right. Exterior</p> <p>22 elevations.</p>	<p style="text-align: center;">69</p> <p>1 them. But then when I see them on the building,</p> <p>2 they sure don't look so big.</p> <p>3 MR. MOBERLY: It's to scale more,</p> <p>4 right.</p> <p>5 MR. MURPHY: That's my only point. I'm</p> <p>6 not arguing it one way or the other. I'm just</p> <p>7 really was surprised after reading the</p> <p>8 dimensions that that's what they actually looked</p> <p>9 like when they were up on the wall.</p> <p>10 CHAIRMAN NEIMAN: It's a good point.</p> <p>11 Any other questions from the Board</p> <p>12 members on these two variance requests on the</p> <p>13 signs before we ask the neighbors to step up?</p> <p>14 Okay. Thank you.</p> <p>15 MS. BRASELTON: Debra Braselton again.</p> <p>16 Just a couple of comments. Neighbors haven't</p> <p>17 talked about signs at all. We got this packet</p> <p>18 on Friday. If you looked at the packet that</p> <p>19 came in the emails, this was all new. I don't</p> <p>20 think anybody -- I don't know if anybody</p> <p>21 weighed in via email. I'm not on those.</p> <p>22 I like the suggestion of turning</p>

1 off illuminated signs on the walls at night.
 2 They have agreed to turn off the lighting in the
 3 parking lot at night to security levels and that
 4 just makes a whole lot of sense to me.

5 I agree with Mr. Moberly's
 6 assessment that it looks like Christmas.
 7 Otherwise, I think the ground signs are enough
 8 to help people know where it is at night.
 9 Anyway, that's just for myself I'm speaking, no
 10 neighbors.

11 CHAIRMAN NEIMAN: Okay. Before we
 12 close the public hearing, any of the Board
 13 members have any questions for anybody before we
 14 begin deliberations?

15 Motion to close the public hearing
 16 on the sign variations in Case No. V-07-18,
 17 336 East Ogden.

18 MR. GILTNER: So moved.

19 MR. MOBERLY: Second.

20 Roll call, please.

21 MS. BRUTON: Member Moberly?

22 MR. MOBERLY: Yes.

1 MS. BRUTON: Member Alesia?

2 MR. ALESIA: Yes.

3 MS. BRUTON: Member Giltner?

4 MR. GILTNER: Yes.

5 MS. BRUTON: Member Murphy?

6 MR. MURPHY: Yes.

7 MS. BRUTON: Member Engel?

8 MS. ENGEL: Yes.

9 MS. BRUTON: Chairman Neiman?

10 CHAIRMAN NEIMAN: Yes.

11 (WHICH, were all of the
 12 proceedings had, evidence
 13 offered or received in the
 14 above entitled cause.)
 15
 16
 17
 18
 19
 20
 21
 22

1 STATE OF ILLINOIS)

) ss.

2 COUNTY OF DU PAGE)

3

4 I, JANICE H. HEINEMANN, CSR, RDR, CRR,
 5 do hereby certify that I am a court reporter
 6 doing business in the State of Illinois, that I
 7 reported in shorthand the testimony given at the
 8 hearing of said cause, and that the foregoing is
 9 a true and correct transcript of my shorthand
 10 notes so taken as aforesaid.

11

12

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14

Janice H. Heinemann CSR, RDR, CRR
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<p style="text-align: right;">2</p> <p>1 ALSO PRESENT:</p> <p>2 MR. ROBERT MC GINNIS, Director of Community</p> <p>3 Development/Building;</p> <p>4 MS. CHRISTINE BRUTON, Deputy Clerk and</p> <p>5 Board's secretary;</p> <p>6 MR. KEVIN JACOBS, Applicant.</p> <p>7</p> <p>8 CHAIRMAN NEIMAN: So let me see if I</p> <p>9 can short-circuit this just a little bit. Is it</p> <p>10 the consensus of the Board that if we were to</p> <p>11 approve these two variances that they would be</p> <p>12 with the condition that signs 3 and 4, 5 and 6,</p> <p>13 and 8 be -- that the lighting be turned off when</p> <p>14 the dealership closes.</p> <p>15 MR. ALESIA: During nonbusiness hours.</p> <p>16 CHAIRMAN NEIMAN: During nonbusiness</p> <p>17 hours. Is that --</p> <p>18 MS. ENGEL: Yes.</p> <p>19 MR. MURPHY: Yes.</p> <p>20 CHAIRMAN NEIMAN: All right. So given</p> <p>21 that, what are the Board members' views on</p> <p>22 whether we should grant these variance requests</p>	<p style="text-align: right;">4</p> <p>1 condition on, who is going to monitor it?</p> <p>2 You know, the fact that the timer</p> <p>3 is working, it goes off. It's taking people at</p> <p>4 their word. I have trust issues in general but</p> <p>5 that's just me.</p> <p>6 CHAIRMAN NEIMAN: It's for an entirely</p> <p>7 different Board to discuss.</p> <p>8 MR. ALESIA: Right. Psychiatric Board.</p> <p>9 MR. MOBERLY: I have concerns with the</p> <p>10 number, the number of signs, the overall</p> <p>11 appearance.</p> <p>12 But my other concern is we want</p> <p>13 this to be a huge success. We want them to sell</p> <p>14 a zillion cars. I bet our property taxes will</p> <p>15 go down to zero after this thing gets going.</p> <p>16 MR. ALESIA: That's service.</p> <p>17 MR. MOBERLY: That's what I'm hoping.</p> <p>18 CHAIRMAN NEIMAN: Light it up like a</p> <p>19 Christmas tree.</p> <p>20 MR. MOBERLY: No. We want this to be</p> <p>21 successful, we do. I don't want to put</p> <p>22 restrictions on a business so they can't be</p>
<p style="text-align: right;">3</p> <p>1 or not?</p> <p>2 MS. ENGEL: I am concerned that if we</p> <p>3 start getting signs on all sides of your</p> <p>4 buildings, there are going to be other</p> <p>5 businesses that want additional signage. I feel</p> <p>6 like the signs in front of the dealership are</p> <p>7 sufficient. I take my car, I only see a front</p> <p>8 sign. It's a dealership on Ogden Avenue. I can</p> <p>9 drive into the parking lot and find the service</p> <p>10 entrance. There is not additional signage.</p> <p>11 I have a problem with allowing this</p> <p>12 and then having that become something that</p> <p>13 becomes something that businesses regularly come</p> <p>14 in front of the Board asking for, for the same</p> <p>15 reasons. And I don't think they are</p> <p>16 unreasonable suggestions that somebody would</p> <p>17 need additional signage, but I think that the</p> <p>18 signage on the front of buildings is sufficient.</p> <p>19 MR. ALESIA: 3 and 4 and 5 and 6 to me</p> <p>20 are not necessary in this day and age. This</p> <p>21 isn't 40 years ago without GPS and Google maps</p> <p>22 and everything else. I just worry putting that</p>	<p style="text-align: right;">5</p> <p>1 successful. I do agree that the front signs are</p> <p>2 probably sufficient. I'm troubled by the other</p> <p>3 signs. I'm going to walk both sides of the line</p> <p>4 here for a little bit.</p> <p>5 CHAIRMAN NEIMAN: So I think we might</p> <p>6 want to distinguish, if that's the direction we</p> <p>7 are heading, between the logo signs on the east</p> <p>8 and west and the service sign on the east</p> <p>9 because that is functional. And even in the</p> <p>10 dark people might need to find the service.</p> <p>11 MR. MURPHY: Well, you have two</p> <p>12 information signs.</p> <p>13 MS. ENGEL: And the service sign is not</p> <p>14 lit anyway.</p> <p>15 MR. ALESIA: It is. Service is. It's</p> <p>16 an informational sign.</p> <p>17 MS. ENGEL: The service sign No. 8 is</p> <p>18 not illuminated I thought.</p> <p>19 MR. ALESIA: No, it's the Welcome.</p> <p>20 MS. ENGEL: Oh, the Welcome is not?</p> <p>21 MR. ALESIA: Right. 17 is not lit.</p> <p>22 MR. MURPHY: The two signs that have an</p>

<p style="text-align: center;">6</p> <p>1 area issue, one is the Hinsdale sign and one is 2 the service sign. Both of these were part of 3 the variance.</p> <p>4 MS. ENGEL: And I don't have a problem 5 with the service sign on Oak Street. Just 6 because if you are coming not from Ogden Avenue, 7 if you are coming from the south side somehow, 8 and not using Ogden Avenue to get to the 9 dealership, that would be a helpful sign.</p> <p>10 Where I don't know that all the 11 rest of them necessarily need to be. If you are 12 going to see the signs are large enough on the 13 front of building on Ogden Avenue, I think 14 sufficiently large to allow anybody who wants to 15 drive a Jaguar or Land Rover to find the 16 location and to be successful enough to drive 17 them, our taxes, down.</p> <p>18 MR. GILTNER: Yes. I'm concerned about 19 the signs on the side even if they are shut off. 20 And I do think the success of the dealership 21 will not hinge on those signs.</p> <p>22 And to Kathryn's point, I think it</p>	<p style="text-align: center;">8</p> <p>1 well may come before us and ask for it as well.</p> <p>2 I think there are slightly 3 different concerns when it comes to a car 4 dealership in terms of because there are, by 5 definition, more cars going in and out and 6 people maybe looking for.</p> <p>7 But I understand what seems to be 8 the consensus of the Board that the logo signs 9 on the east and west just aren't necessary at 10 all.</p> <p>11 So would someone like to make a 12 motion?</p> <p>13 MR. MURPHY: One further complication. 14 If you look at the plan certainly from the east, 15 they are more likely to be useful than they are 16 from the west.</p> <p>17 CHAIRMAN NEIMAN: Because people are 18 coming off the highway.</p> <p>19 MR. MURPHY: Yes. Well, because there 20 is nothing to see. You can't see the front. 21 And there is enough to see until you are pretty 22 much on top of it because the pylon is on the</p>
<p style="text-align: center;">7</p> <p>1 does potentially encourage others to seek 2 additional signs. And so I'm not in favor of 3 that part of the variance.</p> <p>4 CHAIRMAN NEIMAN: Tom?</p> <p>5 MR. MURPHY: I am going to vote how the 6 group votes. I want it to be unanimous. But 7 like I say, when I looked at the elevations, I 8 wasn't as troubled as I was when I was looking 9 at the individual size of the signs. And if 10 they are off at night, they don't strike me as 11 that, that garish, in a corridor like -- An 12 awful lot of signs, awful lot of lights. But 13 again, I'm going to fall on my sword over it.</p> <p>14 CHAIRMAN NEIMAN: As we have discussed 15 in other cases several times, I'm not terribly 16 concerned about the precedential value of 17 granting -- If we were to allow the signs on 18 the east and west, because each new case is 19 unique, and there is very little precedential 20 value. On the other hand, Kathryn is quite 21 right, that if we grant the variance for 22 additional signs in this case, more people very</p>	<p style="text-align: center;">9</p> <p>1 other lot. And when you are coming from the 2 east, not only is, as you say, the pylon sign 3 almost right there, they both are going to be in 4 your line of sight, I think there is more noise 5 going on so that you are really not going to see 6 the ones on that west side of the building, 7 signs 5 and 6. I mean --</p> <p>8 CHAIRMAN NEIMAN: So you are proposing, 9 perhaps, keeping the logo signs on the east but 10 get rid of them on the west?</p> <p>11 MR. MURPHY: Make a difference on the 12 west, am I right?</p> <p>13 MR. ALESIA: Yes. Get rid of -- Not 14 approve 3 and 4 but approve 5 and 6. I'm sorry. 15 Not approve 5 and 6 but approve 3 16 and 4.</p> <p>17 MR. MURPHY: Right. Like I say, if you 18 are looking at, if you are driving west -- 19 excuse me -- east on Ogden, you cannot look at 5 20 and 6 without seeing 18.</p> <p>21 MR. ALESIA: Right.</p> <p>22 MR. MURPHY: And 18 is going to be lit</p>

<p style="text-align: center;">10</p> <p>1 as well, correct? So 5 and 6 look to me like</p> <p>2 they are a waste of your money.</p> <p>3 MR. ALESIA: I'd sign out for that,</p> <p>4 approve one and not the other.</p> <p>5 MR. MOBERLY: I concur. So disapprove</p> <p>6 5 and 6, and they have to turn the lights off</p> <p>7 after business hours.</p> <p>8 MR. ALESIA: I guess what we are doing</p> <p>9 is we are just approving one, and it's up to</p> <p>10 them. Or can we dictate?</p> <p>11 MR. MURPHY: I think the only reason we</p> <p>12 would do -- I wouldn't do this unless it was</p> <p>13 going to be the ones on that. I think these</p> <p>14 serve a purpose. I think you can actually make</p> <p>15 an argument --</p> <p>16 MR. ALESIA: 3 and 4?</p> <p>17 MR. MURPHY: 3 and 4, yes. I think you</p> <p>18 are not going to see anything. You know, it's</p> <p>19 not set back that far from the road. And coming</p> <p>20 from the east, you are not going to see it until</p> <p>21 you are there. But those signs on the side --</p> <p>22 MR. ALESIA: That's a good point given</p>	<p style="text-align: center;">12</p> <p>1 the informational signage variance?</p> <p>2 CHAIRMAN NEIMAN: Right.</p> <p>3 MR. ALESIA: Right. I'm good with</p> <p>4 that.</p> <p>5 MR. MOBERLY: Kathryn, are you okay</p> <p>6 with this? Kathryn?</p> <p>7 MS. ENGEL: I can be persuaded. Yes.</p> <p>8 MR. MOBERLY: We've got a good</p> <p>9 compromise?</p> <p>10 MS. ENGEL: Yes. That's a good</p> <p>11 compromise.</p> <p>12 CHAIRMAN NEIMAN: This is a really good</p> <p>13 example of how collectively we are smarter than</p> <p>14 any of us.</p> <p>15 So given that someone here must be</p> <p>16 smarter than I, can someone make a motion</p> <p>17 articulate what we just said?</p> <p>18 MR. ALESIA: Sure. I will move that we</p> <p>19 approve the request for signs 3 and 4, we</p> <p>20 approve the variance regarding the size of the</p> <p>21 informational signs, and we not approve the</p> <p>22 request for the additional signs 5 and 6.</p>
<p style="text-align: center;">11</p> <p>1 90 -- my math right -- 90 percent of their</p> <p>2 customers are outside of Hinsdale. Probably a</p> <p>3 majority coming off of 294 or at east Ogden.</p> <p>4 MR. MURPHY: Coming off the tollway,</p> <p>5 yes.</p> <p>6 CHAIRMAN NEIMAN: It's a nice</p> <p>7 complement.</p> <p>8 MR. ALESIA: Yes, it is.</p> <p>9 CHAIRMAN NEIMAN: So let me see if</p> <p>10 everyone has this straight. We are considering</p> <p>11 approving the variance requests for two --</p> <p>12 MR. MURPHY: For two of the four.</p> <p>13 CHAIRMAN NEIMAN: With two exceptions.</p> <p>14 One is we would be eliminating the logo signs,</p> <p>15 items 5 and 6, on the west side. And we would</p> <p>16 be requiring that signs 3 and 4 on the east</p> <p>17 side, that the lights be turned off after</p> <p>18 business hours.</p> <p>19 MR. MURPHY: And 8. 3, 4, and 8.</p> <p>20 CHAIRMAN NEIMAN: 8. Service, yes.</p> <p>21 Is that the consensus of the Board?</p> <p>22 MR. ALESIA: And then no objections to</p>	<p style="text-align: center;">13</p> <p>1 MR. MURPHY: And the approval on 3, 4,</p> <p>2 and 8 is conditioned on the lights going off</p> <p>3 after business hours.</p> <p>4 MR. ALESIA: Correct. Right. The</p> <p>5 approvals for 3, 4 are conditioned on being not</p> <p>6 illuminated during nonbusiness hours.</p> <p>7 MR. MURPHY: 3, 4, and 8.</p> <p>8 MR. ALESIA: 3, 4, and 8, yes.</p> <p>9 MR. MURPHY: Yes.</p> <p>10 MS. ENGEL: So moved.</p> <p>11 MR. MURPHY: Second.</p> <p>12 CHAIRMAN NEIMAN: Roll call, please.</p> <p>13 MS. BRUTON: Member Moberly?</p> <p>14 MR. MOBERLY: Yes.</p> <p>15 MS. BRUTON: Member Alesia?</p> <p>16 MR. ALESIA: Yes.</p> <p>17 MS. BRUTON: Member Giltner?</p> <p>18 MR. GILTNER: Yes.</p> <p>19 MS. BRUTON: Member Murphy?</p> <p>20 MR. MURPHY: Yes.</p> <p>21 MS. BRUTON: Member Engel?</p> <p>22 MS. ENGEL: Yes.</p>

1 MS. BRUTON: Chairman Neiman?

2 CHAIRMAN NEIMAN: Yes.

3 I want to compliment the applicant,
4 architect, and the neighbors for working so long
5 and hard on this. As I said last month, you
6 have been an example of how these things can, in
7 fact, be resolved when reasonable minds are at
8 the table. And we wish you success.

9 MR. MOBERLY: We saved you money, too.

10 MR. JACOBS: Thank you very much.

11 * * *

12 (Which were all the proceedings had
13 in the above-entitled cause.)
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22

1 STATE OF ILLINOIS)

) ss.

2 COUNTY OF DU PAGE)

3

4 I, JANICE H. HEINEMANN, CSR, RDR, CRR,
5 do hereby certify that I am a court reporter
6 doing business in the State of Illinois, that I
7 reported in shorthand the testimony given at the
8 deliberations of said cause, and that the
9 foregoing is a true and correct transcript of my
10 shorthand notes so taken as aforesaid.
11
12
13

14 _____
Janice H. Heinemann CSR, RDR, CRR
License No 084-001391
15
16
17
18
19
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21
22

<p>H</p> <p>hand [1] - 7:20 hard [1] - 14:5 heading [1] - 5:7 HEINEMANN [1] - 15:4 Heinemann [1] - 15:14 helpful [1] - 6:9 hereby [1] - 15:5 highway [1] - 8:18 hinge [1] - 6:21 HINSDALE [1] - 1:3 Hinsdale [4] - 1:11, 1:12, 6:1, 11:2 hoping [1] - 4:17 hour [1] - 1:13 hours [6] - 2:15, 2:17, 10:7, 11:18, 13:3, 13:6 huge [1] - 4:13</p>	<p>KEVIN [1] - 2:6</p> <p>L</p> <p>Land [1] - 6:15 large [2] - 6:12, 6:14 last [1] - 14:5 License [1] - 15:14 Light [1] - 4:18 lighting [1] - 2:13 lights [4] - 7:12, 10:6, 11:17, 13:2 likely [1] - 8:15 line [2] - 5:3, 9:4 lit [3] - 5:14, 5:21, 9:22 location [1] - 6:16 logo [4] - 5:7, 8:8, 9:9, 11:14 look [3] - 8:14, 9:19, 10:1 looked [1] - 7:7 looking [3] - 7:8, 8:6, 9:18</p>	<p>2:6, 2:15, 2:19, 3:19, 4:8, 4:9, 4:16, 4:17, 4:20, 5:11, 5:15, 5:19, 5:21, 5:22, 6:18, 7:5, 8:13, 8:19, 9:11, 9:13, 9:17, 9:21, 9:22, 10:3, 10:5, 10:8, 10:11, 10:16, 10:17, 10:22, 11:4, 11:8, 11:12, 11:19, 11:22, 12:3, 12:5, 12:8, 12:18, 13:1, 13:4, 13:7, 13:8, 13:9, 13:11, 13:14, 13:16, 13:18, 13:20, 14:9, 14:10 MS [18] - 1:19, 2:4, 2:18, 3:2, 5:13, 5:17, 5:20, 6:4, 12:7, 12:10, 13:10, 13:13, 13:15, 13:17, 13:19, 13:21, 13:22, 14:1 Murphy [1] - 13:19 MURPHY [20] - 1:21, 2:19, 5:11, 5:22, 7:5, 8:13, 8:19, 9:11, 9:17, 9:22, 10:11, 10:17, 11:4, 11:12, 11:19, 13:1, 13:7, 13:9, 13:11, 13:20 must [1] - 12:15</p>	<p>O</p> <p>Oak [1] - 6:5 objections [1] - 11:22 OF [7] - 1:1, 1:2, 1:3, 1:4, 1:9, 15:1, 15:2 Ogden [7] - 1:6, 3:8, 6:6, 6:8, 6:13, 9:19, 11:3 one [6] - 6:1, 8:13, 10:4, 10:9, 11:14 ones [2] - 9:6, 10:13 outside [1] - 11:2 overall [1] - 4:10</p> <p>P</p> <p>p.m [1] - 1:14 PAGE [2] - 1:2, 15:2 parking [1] - 3:9 part [2] - 6:2, 7:3 people [5] - 4:3, 5:10, 7:22, 8:6, 8:17 percent [1] - 11:1 perhaps [1] - 9:9 persuaded [1] - 12:7 plan [1] - 8:14 point [2] - 6:22, 10:22 potentially [1] - 7:1 precedential [2] - 7:16, 7:19 PRESENT [2] - 1:15, 2:1 pretty [1] - 8:21 problem [2] - 3:11, 6:4 proceedings [1] - 14:12 PROCEEDINGS [1] - 1:9 property [1] - 4:14 proposing [1] - 9:8 psychiatric [1] - 4:8 purpose [1] - 10:14 put [1] - 4:21 putting [1] - 3:22 pylon [2] - 8:22, 9:2</p>	<p>Re [1] - 1:5 really [2] - 9:5, 12:12 reason [1] - 10:11 reasonable [1] - 14:7 reasons [1] - 3:15 regarding [1] - 12:20 regularly [1] - 3:13 REPORT [1] - 1:9 reported [1] - 15:7 reporter [1] - 15:5 request [2] - 12:19, 12:22 requests [2] - 2:22, 11:11 requiring [1] - 11:16 resolved [1] - 14:7 rest [1] - 6:11 restrictions [1] - 4:22 rid [2] - 9:10, 9:13 road [1] - 10:19 ROBERT [2] - 1:16, 2:2 roll [1] - 13:12 Rover [1] - 6:15</p>
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REQUEST FOR BOARD ACTION
Finance

AGENDA SECTION: Second Reading – ACA

SUBJECT: Land Rover Sales Tax Revenue Sharing Agreement

MEETING DATE: November 20, 2018

FROM: Darrell Langlois, Assistant Village Manager/Finance Director



Recommended Motion

Move to Approve a Third Amendment to Land Rover Hinsdale, LLC Economic Development and Sales Tax Revenue Sharing Agreement.

Background

In December, 2016 the Village approved a revenue sharing agreement with Land Rover that ensured that Land Rover would remain in Hinsdale for the next 15 years. The following highlights the terms of the agreement; we view these terms as being very favorable to Hinsdale:

- The revenue sharing agreement would be for 15 years
- The Village will receive a base amount of sales tax that “locks in” the current revenue amount plus some incremental increases in later years. The base amount for year 1 was set at \$285,000, \$300,000 in years 2-5, \$310,000 in year 6-8, and \$350,000 in years 9-15. Establishing this base amount ensures that the Village maintains status quo as to what is currently received plus some locked in increases; this is done prior to any revenue sharing with Land Rover. There is no loss of current revenue to the Village.
- The Village will receive 45% of sales tax revenue over this base amount in years 1-5, 35% in years 6-10, and 30% in years 11-15. This results in the Village receiving more revenue sooner and that some of Land Rover’s financial assistance is received later in the agreement.
- The total financial assistance to Land Rover from the revenue sharing agreement is capped at \$2.3 million. The Village share of sales tax revenue during this 15 year period is estimated at \$6.1 million.
- The agreement stipulates that Land Rover must vacate their current site at 300 E. Ogden. We view this as an important factor with the expectation that the Village will also receive additional sales tax revenue from a new tax payer at the current site, hopefully from a high end car dealer as they typically generate larger amounts of sales tax revenue.

To date the Village Board has amended the revenue sharing agreement on two occasions (last time in April, 2018) that essentially revised some dates due to start up delays and provided for Land Rover to receive \$50,000 of additional revenue sharing in the first two years of the agreement. This revenue change was done to offset a portion of the cost of the fence at the new site due to requests of the residents in the area.

In late 2017/early 2018, Land Rover officials informed Village staff that they were interested in potentially bringing another high-end car dealership to Hinsdale that would be co-located at the new site at 336 E. Ogden. Land Rover wanted to explore if additional financial subsidies were a possibility once again; absent a revised revenue sharing agreement, it was highly unlikely that Land Rover would be able to bring in another high-end car dealership (which turns out will be Jaguar) and the

Village would then be left only with the original sales tax revenues. Adding more sales tax revenue to the same site was viewed as a win/win for both the Village and Land Rover.

Discussion & Recommendation

Village staff has met with Land Rover to revisit potential changes in the revenue sharing agreement due to the addition of the Jaguar dealership to the site. Based on these discussions, Village staff recommends that the Village Board approve the attached Third Amendment to the Sales Tax Revenue Sharing Agreement. The following highlights the effects of the Third Amendment:

- The 15 year term, base sales taxes retained by the Village (\$285,000 for year 1, \$300,000 in years 2-5, \$310,000 in year 6-8, and \$350,000 in years 9-15) and revenue sharing formula (45% of sales tax revenue over the base amount in years 1-5, 35% in years 6-10, and 30% in years 11-15) are the same as the original agreement.
- The maximum amount of revenue sharing would start at \$2.3 million (excluding the fence) and the cap will be increased by \$175,000 per year until a maximum amount of \$4.5 million is reached (\$2.3 million original, and \$2.2 million for Jaguar). The phasing in of the increased revenue sharing cap is being done to ensure that the Jaguar brand is sold there for most of the agreement term.
- The required commencement date of the project has been revised from June 30, 2018 to December 31, 2018
- The required occupancy date has been revised from June 30, 2019 to December 31, 2019.

Budget Impact

Based on sales taxes estimates provided by Land Rover, it is estimated that the Village will receive total sales taxes of \$7.8 million over the 15-year period, and Land Rover will receive \$4,550,000 (\$2.3 million original, and \$2.2 million for Jaguar, and \$50,000 for the fence). The Village amount is approximately \$1.7 million over the original amount due to the addition of the Jaguar brand to the site. In addition, the Village still expects to receive additional sales tax revenue from Land Rover's current site once Land Rover moves to the new location and a new business locates there.

Village Board and/or Committee Action

The first reading of this item took place on November 8, 2018 whereby it was the consensus of the Village Board to place this item on the second reading agenda for November 20, 2018.

Documents Attached

Third Amendment to Land Rover Hinsdale, LLC Economic Development and Sales Tax Revenue Sharing Agreement

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

This Third Amendment to Land Rover Hinsdale, LLC Economic Development and Sales Tax Revenue Sharing Agreement (hereinafter, the "Third Amendment") is made and entered into as of _____, 2018 (hereinafter, the "Effective Date"), by and between the Village of Hinsdale, an Illinois municipal corporation located in DuPage County, Illinois (hereinafter, the "Village"), and Land Rover Hinsdale, LLC, an Illinois limited liability company (hereinafter, "Land Rover"). The Village and Land Rover are hereinafter sometimes referred to collectively as the "Parties" and individually as a "Party."

WITNESSETH

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

WHEREAS, the Village and Land Rover entered into a First Amendment to Land Rover Hinsdale, LLC Economic Development and Sales Tax Revenue Sharing Agreement dated December 11, 2017, in regard to the Subject Property (the "First Amendment"); and

WHEREAS, the Village and Land Rover entered into a Second Amendment to Land Rover Hinsdale, LLC Economic Development and Sales Tax Revenue Sharing Agreement dated April 17, 2018, in regard to the Subject Property (the "Second Amendment" – the Original Agreement as amended by the First Amendment and the Second Amendment being hereinafter referred to as the "Amended Agreement"); and

WHEREAS, the Village and Land Rover desire to amend the Amended Agreement; and

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

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

1. That Recital L of the Amended Agreement is hereby amended to read in its entirety as follows:

"L. Because the Project would not be economically feasible but for the economic assistance promised by the Village in this Agreement, the Village agrees, pursuant to the terms of this Agreement, to rebate to Land Rover up to a maximum not to exceed amount of Two Million Three Hundred Thousand and No/100 Dollars (\$2,300,000.00), over up to a fifteen (15) year period, in Land Rover Sales Taxes (as defined in Section 3.01(A)(5) below) generated by the Project, and to rebate to Land Rover up to a maximum not to exceed amount of Fifty Thousand and No/100 Dollars (\$50,000.00) in Village Bonus Sales Taxes (as defined in Section 3.01(A)(6) below) generated by the Project, subject to the other terms and conditions of this Agreement, including, but not limited to, a potential increase in said Two Million Three Hundred Thousand and No/100 Dollars (\$2,300,000.00), as set forth above, to as much as Four Million Five Hundred Thousand and No/100 Dollars (\$4,500,000.00), in the event that new Jaguar motor vehicles are sold at the Subject Property, in addition to Land Rover motor vehicles."

2. That Section 2.02(B) of the Amended Agreement is hereby amended by revising the reference therein to "June 30, 2018" to read "December 31, 2018."
3. That Section 2.02(C) of the Amended Agreement is hereby amended by revising the reference therein to "June 30, 2019" to read "December 31, 2019."
4. That Article III, Section 3.01 of the Amended Agreement is hereby amended by adding a new subsection (D) thereto, which shall read in its entirety as follows:

"(D) Incentive Amount Increase Based On Jaguar Sales. For each twelve (12) month period after the Commencement Date, as defined in Section 3.02 below, during which Land Rover sells new Jaguar motor vehicles during the entire twelve (12) month period, in addition to Land Rover motor vehicles, at the Subject Property, the Incentive Amount shall be increased by One Hundred Seventy-Five Thousand and No/100 Dollars (\$175,000.00) (the "Jaguar Incentive"); provided, however, said Incentive Amount shall never exceed Four Million Five Hundred Thousand and No/100 Dollars (\$4,500,000.00) as a result of the Jaguar Incentive. If at any time, after Land Rover begins selling new Jaguar motor vehicles at the Subject Property, Land Rover ceases to sell new Jaguar motor vehicles at the Subject Property, the Jaguar Incentive shall cease, and not be reinstated thereafter, and the Incentive Amount shall remain at the amount thereof as of the cessation of new Jaguar motor vehicle sales at the Subject Property."

5. The individual executing this Third Amendment on behalf of Land Rover warrants that he has been lawfully authorized by Land Rover to execute this Third Amendment on behalf of Land Rover.
6. The Village President and Village Clerk hereby warrant that they have been lawfully authorized by the Corporate Authorities of the Village to execute this Third Amendment.

7. This Third Amendment may be executed in two (2) or more counterparts, each of which, taken together, shall constitute one and the same instrument.
8. That all portions of the Amended Agreement, not amended hereby, shall remain in full force and effect.

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

Village of Hinsdale,
an Illinois municipal corporation

Land Rover Hinsdale, LLC,
an Illinois limited liability company

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

By: _____
John Martino
Manager

Date: _____

Date: _____

ATTEST:

Christine M. Burton
Village Clerk

Date: _____

State of Illinois)
) SS
County of DuPage)

ACKNOWLEDGMENT

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

GIVEN under my hand and official seal, this _____ day of _____, 2018.

Notary Public

State of Illinois)
) SS
County of DuPage)

ACKNOWLEDGMENT

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

GIVEN under my hand and official seal, this _____ day of _____, 2018.

Notary Public

Exhibit 1

Legal Description of Subject Property

PARCEL 1:

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

PERMANENT INDEX NUMBER: 09-01-211-002

PARCEL 2:

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

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

PERMANENT INDEX NUMBER: 09-01-211-001

PARCEL 3:

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

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

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

REQUEST FOR BOARD ACTION
Administration

AGENDA SECTION: Second Reading – ACA
SUBJECT: Additional hour of liquor service
MEETING DATE: November 20, 2018
FROM: Christine M. Bruton, Village Clerk

Recommended Motion

Approve an Ordinance Amending Section 3-3-5 (Local Liquor Licenses) of the Village Code of Hinsdale Relative to Allowing Extended Hours on November 21, 2018

Background

Fuller House is again requesting an extension of time for liquor service on the evening before Thanksgiving, as was approved last year. It has been asserted that the night before Thanksgiving has become a very popular night for restaurants. While this request was denied by the Village Board in 2015, it was approved in 2017. (No request was made in 2016.) The 2017 Board discussions on this matter are attached. Currently, all liquor sales must discontinue by 10:30 p.m. Sunday through Thursday, and 12:00 a.m. Friday and Saturday. This request is for one hour only to 11:30 p.m.

It should be noted that approval of the extension would apply to all Class B liquor license holders. In addition to Fuller House, these businesses are Baldinelli Pizza, Giuliano's Pizza, Casa Margarita, Harry & Eddie's, Hua Ting, Il Poggiolo, Jade Dragon, Nabuki, Wild Ginger and Vistro.

Discussion & Recommendation

Chief of Police Brian King reported that there were no reported incidents resulting from the increased serving time on November 22, 2017.

Budget Impact

N/A

Village Board and/or Committee Action

At their meeting of November 8, 2018, the Village Board recommended the extension of time allowed on November 21st be the same as the hours for liquor service on a Friday or Saturday night in order to eliminate confusion. Therefore, liquor service will be extended by 1.5 hours, instead of 1 hour.

Documents Attached

1. Ordinance
2. Minutes from meetings held on 10/3/17 and 10/17/17
3. Sample notification to Class B business owners

VILLAGE OF HINSDALE

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 3-3-5 (LOCAL LIQUOR LICENSES) OF THE VILLAGE CODE OF HINSDALE RELATIVE TO ALLOWING EXTENDED HOURS ON NOVEMBER 21, 2018

WHEREAS, the Liquor Control Act of 1934 (235 ILCS 5/1-1 et seq.) grants to the Village of Hinsdale the power, by general ordinance or resolution, to determine, among other things, the number, kind and classification of licenses for sale of alcoholic liquor not inconsistent with the Act, and the amount of local licensee fees to be paid for licenses issued; and

WHEREAS, the President and Board of Trustees of the Village have considered a request to extend the hours of operation on November 21, 2018 for liquor license holders that operate restaurants; and

WHEREAS, the President and Board of Trustees find that certain changes to the existing Village Code provisions to allow restaurant liquor license holders to extend their hours of operation on November 21, 2018, as set forth below, are in the best interests of the Village.

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.

SECTION 2: Title 3 (Business and License Regulation), Chapter 3 (Liquor Control), Section 5 (Local Liquor Licenses), subsection B(1) of the Village Code of Hinsdale is hereby amended to read in its entirety as follows:

1. Hours Limited: Sales of alcoholic liquor are permitted only between the hours of eleven o'clock (11:00) A.M. and twelve o'clock (12:00) midnight Friday and Saturday and eleven o'clock (11:00) A.M. and ten thirty o'clock (10:30) P.M. Sunday through Thursday. On November 21, 2018, all class B license holders may extend the hours of sales of alcoholic liquor by one (1.5) hours, until twelve o'clock (12:00) midnight.

SECTION 3: Severability and Repeal of Inconsistent Ordinances. Each section, paragraph, clause and provision of this Ordinance is separable, and if any section, paragraph, clause or provision of this Ordinance shall be held unconstitutional or invalid for any reason, the unconstitutionality or invalidity of such section, paragraph, clause or provision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision. All ordinances, resolutions or orders, or

parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

SECTION 4: Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in 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

Motion carried.

CITIZENS' PETITIONS

None.

VILLAGE PRESIDENT'S REPORT

No report.

FIRST READINGS - INTRODUCTION

Administration & Community Affairs (Chair Hughes)

- a) **Approve payment of \$22,000 to Chapman & Cutler, LLP for Bond Counsel Fees Related to the 2017A General Obligation (Sales Tax Alternate Revenue Source) Bond Issue and to Accept a Fee Quote of \$22,000 for each of the two (2) Subsequent Bond Issues Expected in 2018 and 2019**

Trustee Hughes introduced the item which is approval for cost of services related to current bond issues. Usually these are within the spending limits and approved by the Village Manager, however the size of the bond issue has gone up, so the fees are higher. Assistant Village Manager/Finance Director Darrell Langlois and staff negotiated to this number, and it is locked in for the next two years. Trustee Hughes said this is a competitive fee, and he likes the service of Chapman & Cutler.

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

- 1st Read
★ b) **Approve an Ordinance Amending Section 3-3-5 (Local Liquor Licenses) of the Village Code of Hinsdale Relative to Allowing Extended Hours on November 22, 2015**

Trustee Hughes introduced the item and noted this matter was before the Board two years earlier. Fuller House is asking for weekend hours on the Wednesday before Thanksgiving. President Cauley summarized the pros and cons of the request stating that this allows a longer time for people to be out with their families and is good for local business, however this day is called 'black-out' Wednesday, and encourages binge drinking. He noted that Fuller House is making the request, and they have had no notable drinking incidents, but the ordinance will apply to all other licensed restaurants, too. Police Chief Brian King added that from a risk management aspect he would not recommend approval.

Ms. Patricia Vlahos, from Fuller House addressed the Board and explained they would stop serving at 11:30 p.m., and would extend the kitchen hours to serve food until midnight. They have been in business for 2.5 years, and have operated responsibly. Their customers are asking for this extension, and they are Hinsdale residents. They've made this a place to hang out and are already asking to reserve space on this evening. The stop serving time was clarified.

Trustee Hughes commented he would have voted in favor last time, but the Police Chiefs feel there is unwarranted risk. There is no evidence or facts there is a problem here. In terms of pros and cons, the pros are people will stay close to home and be within walking distance of home, but the cons are speculative. He suggested giving this a go, but watch closely and be vigilant. Trustee Byrnes agreed, and added that Thanksgiving is a family holiday, as opposed to New Year's Eve, for example. He added that the other B2

restaurant businesses in town are not particularly late night establishments. Trustee Posthuma asked what other communities are doing, but that information was unavailable. Trustee Ripani commented there are 12 restaurants that could take advantage of this, which is essentially a 12 hour extension. He wants to keep the streets safe. He is leaning against this request, but could be convinced.

It was noted other restaurants may not avail themselves of the time extension.

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

Environment & Public Services (Chair Byrnes)

- c) **Award Bid #1637 Holiday Lighting and Decorating to Wingren Landscape for Village holiday lighting and decorating in the base bid amount of \$22,475 with the intention to utilize the full budget of \$28,000 for purchase of replacement and additional light strands**

Trustee Byrnes introduced the item and explained the Village funds the decorating services in the Central Business District (CBD), Burlington Park and the Memorial Building. The Village is also buying an additional 350 strands of lights. Wingren is the low bidder, and they have done good work in the past. President Cauley added marketing the downtown is a good use of funds.

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

Zoning & Public Safety (Chair Stifflear)

- d) **Approve an Ordinance approving a Site Plan and Exterior Appearance Plan for an exterior addition - Kramer Foods – 16 Grant Square**

President Cauley introduced the item, no one was present from Kramers, but President Cauley explained they want to push out the front exterior to make it flush with the drugstore next door. There is very little exterior change.

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

- e) **Approval of an Intergovernmental Agreement with DuPage County and the Emergency Telephone System Board to participate in a county-wide police records management and report writing system**

President Cauley introduced the item and explained the Board voted and approved the concept in August 2016. He explained this is a record management system that will allow different municipalities to communicate with each other. There are about 30 communities in DuPage County that will participate. Assistant Village Manager/Director of Public Safety Brad Bloom explained the cost the first year is \$17,900, and will go up in succeeding years to cover personnel and capital expenses. This will replace the current system, and allow queries into the entire system. Village Manager Kathleen A. Gargano complimented Mr. Bloom because he was responsible for the development of the contract.

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

CONSENT AGENDA

Administration & Community Affairs (Chair Hughes)

- a) **Trustee Posthuma moved Approval and payment of the accounts payable for the period of September 19, 2017 to October 3, 2017, in the aggregate amount of \$2,002,303.66 as**

The following items were approved by omnibus vote:

- b) **Approve payment of \$22,000 to Chapman & Cutler, LLP for Bond Counsel Fees Related to the 2017A General Obligation (Sales Tax Alternate Revenue Source) Bond Issue and to Accept a Fee Quote of \$22,000 for each of the two (2) Subsequent Bond Issues Expected in 2018 and 2019** *(First Reading – October 3, 2017)*

Environment & Public Services (Chair Byrnes)

- c) **Award Bid #1637 Holiday Lighting and Decorating to Wingren Landscape for Village holiday lighting and decorating in the base bid amount of \$22,475 with the intention to utilize the full budget of \$28,000 for purchase of replacement and additional light strands** *(First Reading – October 3, 2017)*
- d) **Award Bid #1638 to National Power Rodding in the amount of \$57,374.02 and perform additional sewer cleaning, televising, and root cutting services not to exceed the budgeted amount of \$60,000** *(Routine Item)*

Zoning & Public Safety (Chair Stifflear)

- e) **Approval of an Intergovernmental Agreement with DuPage County and the Emergency Telephone System Board to participate in a county-wide police records management and report writing system** *(First Reading – October 3, 2017)*

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

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

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

SECOND READINGS / NON-CONSENT AGENDA – ADOPTION

Administration & Community Affairs (Chair Hughes)

- Ind read*
★ a) **Approve an Ordinance Amending Section 3-3-5 (Local Liquor Licenses) of the Village Code of Hinsdale Relative to Allowing Extended Hours on November 22, 2015** *(First Reading – October 3, 2017)*

President Cauley introduced the item stating the Board looked at the pros and cons of the request at their last meeting, but all things being equal the Board likes to support business owners. Although there have been no serious alcohol issues at Fullers, the Police Chiefs have recommended to deny the request because black-out Wednesday is known to be a night when people drink to excess. Discussion followed regarding the request and some confusion in the language of the ordinance.

Trustee Elder remarked that he does not believe Hinsdale will become a massive party zone, and looks at it like a Friday night. Trustee Stifflear said two years ago he would have

voted no, because there had been a number of new liquor licenses issued at the time. There has been no bad behavior, and the proliferation of Uber is helpful. However, going against the advice of the Police Chiefs gives him pause. Trustee Ripani added he gives weight to the Chiefs recommendations. He doesn't believe any of the Hinsdale establishments will allow bad behavior, but there is a proliferation of factual articles regarding traffic safety on major holidays. It appears Thanksgiving is as disturbing regarding alcohol driving fatalities as New Year's day. Hinsdale is a socially conscious community, but by extending the hours the Board is facilitating the problem; he would like to be responsible and set an example for other communities and reverse the trend by denying this request. Trustee Posthuma pointed out this request is only for this year, and will have to be revisited next year. He suggested giving it a try, and evaluate it for next year. He noted that staff had provided the Board with a survey of closing hours in surrounding communities, and they are much later, even with the extension. Trustee Byrnes added even an hour will keep residents in town and close by. He noted that a number of residents are in support of the request.

Village Manager Gargano stated staff will clarify the details in the ordinance. Discussion followed. The Board agreed to 11:30 p.m. last call.

Trustee Byrnes moved to approve **Ordinance Amending Section 3-3-5 (Local Liquor Licenses) of the Village Code of Hinsdale Relative to Allowing Extended Hours on November 22, 2015, with liquor sales until 11:30 p.m.**

Trustee Hughes seconded the motion.

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

NAYS: Trustee Ripani

ABSTAIN: None

ABSENT: None

Motion carried.

Zoning & Public Safety (Chair Stifflear)

- b) **Approve an Ordinance approving a Site Plan and Exterior Appearance Plan for an exterior addition - Kramer Foods – 16 Grant Square (First Reading – October 3, 2017)**

Trustee Stifflear introduced the item and explained Kramer's currently has two entrance/exits, they want to fill in the east side, and move the entrance to the front, which will ease the flow of traffic. He noted the request is code compliant and has no effect on front yard setback. The Plan Commission unanimously approved the request and the Board had no issues at First Reading. Trustee Elder moved to **Approve an Ordinance approving a Site Plan and Exterior Appearance Plan for an exterior addition - Kramer Foods – 16 Grant Square.** Trustee Stifflear seconded the motion.

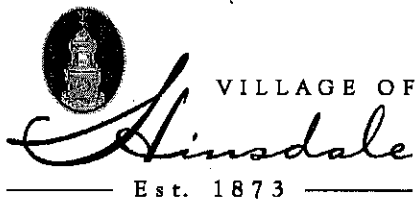
AYES: Trustees Elder, Ripani, Stifflear, Hughes, Posthuma and Byrnes

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.



19 East Chicago Avenue
Hinsdale, Illinois 60521
(630) 789-7000
www.villageofhinsdale.org

November 21, 2018

Dear Hinsdale Restaurateur,

On November 20, 2018, the Hinsdale Village Board of Trustees approved extending the hours of liquor sales on **Wednesday, November 21, 2018**, for restaurants holding a Class B liquor license. This one-time extension is intended to accommodate restaurants the night before the Thanksgiving holiday, which is generally a popular evening in the hospitality industry.

Currently, the Village Code allows restaurants in Class B to serve alcohol on weekdays until 10:30 p.m. Under this one-day extension, your restaurant may serve alcohol until **12:00 midnight**.

You are receiving this letter because your restaurant currently holds a Class B liquor license through the Village of Hinsdale. You do not need to take any action regarding this notice. Your restaurant is automatically allowed to serve alcohol until **12:00 midnight** on November 22. This Village Board action and extension is effective *only* in 2018.

If you have any questions regarding the Village Board's decision, please contact Chris Bruton, Village Clerk, at (630) 789-7011/cbruton@villageofhinsdale.org.

Sincerely,

Emily Wagner
Administration Manager
(630) 789.7005/ewagner@villageofhinsdale.org

Restaurant Liquor Sales – Current Monday to Thursday Hours	Restaurant Liquor Sales – November 21, 2018 ONLY
Until 10:30 p.m.	Until 12:00 a.m.

9a




MEMORANDUM

DATE: November 20, 2018

TO: President Cauley and the Village Board of Trustees

CC: Kathleen A. Gargano, Village Manager
Robb McGinnis, Director of Community Development/Building Commissioner

FROM: Chan Yu, Village Planner 

RE: Discussion Item – Auto Photography and Inventory Parking at 110 E. Ogden Avenue in the O-2 Limited Office District by Bill Jacobs Jaguar/Land Rover Hinsdale

Mr. Kevin Jacobs is seeking feedback from the Board of Trustees to redevelop the existing building at 110 E. Ogden Avenue for a small office/vehicle photo studio and storing inventory vehicles for its Land Rover/Jaguar dealership at 336 E. Ogden Avenue. 110 E. Ogden Avenue is located in the O-2 Limited Office District and approximately 0.3 miles west of the recently approved Land Rover/Jaguar dealership.

Per the attached cover letter, the objective is to produce professional grade photos for its inventory website, and to increase the storage capacity and sale volumes for both brands. The proposed office/auto photo studio would be utilized by approximately 3 employees, and the parking lot would store between 40 to 45 cars. The cars would need to be moved between 9 AM and 5 PM, but later at times when a car is sold. Mr. Jacobs has sent letters to the neighbors to the south of the subject property. However, he has not received any responses yet.

Auto photo studios and auto inventory storage is not a permitted use or special use in the O-2 Limited Office District. To this end, this proposed use would require a text amendment to Section 6-101. Per the Zoning Code Section 6-101, "The O-2 District is designed to provide for the general needs of business and professional offices and related business uses on smaller sites in scattered areas throughout the village. Bulk and height regulations encourage development that is architecturally consistent with smaller sites and compatible with nearby residential uses."

Attachments:

- Attachment 1 – Cover Letter from Kevin Jacobs, dated November 14, 2018
- Attachment 2 – Draft Site Plan
- Attachment 3 – Hinsdale Zoning Map and 110 E. Ogden Avenue
- Attachment 4 – Birds Eye View of 110 E. Ogden Avenue
- Attachment 5 - Street View of 110 E. Ogden Avenue
- Attachment 6 – Zoning Code Section 6-101 Purposes: Office Districts
- Attachment 7 – Zoning Map highlighting all the O-2 Districts in Hinsdale

11/14/2018

Dear Trustees,

As you're well aware, Land Rover Hinsdale is in the process of acquiring the Jaguar franchise and redeveloping the property at 336 E Ogden Ave. With the pending addition of the Jaguar brand to our new location, we've already begun looking for more space to create a small photo studio and store inventory vehicles. Due to its size and proximity, we believe that 110 E Ogden may be the perfect place to do so. Unfortunately, this usage is not currently approved under the "O2" zoning designation. Before finalizing the purchase, we are asking the Board of Trustees to consider an approval of our alternative usage.

It is our goal to use this property in a way that minimally impacts the residential neighbors while maximizing the productivity of our dealerships down the road. In this case, the 110 property would be serving as a complement to our new location at 336, providing Jaguar Land Rover an opportunity to better market and retail vehicles.

We are proposing to redevelop the existing building into a small office and vehicle photo studio in addition to storing roughly 40-45 vehicles on the site. Traffic to and from the site would be limited to our employees and would take place during business hours. There would be no commercial deliveries directly to or from this site.

Both the building and the existing lot would be rehabilitated/updated and we plan to clean up and improve the landscaping. All development would be up to standards within the Village code.

My experience with the neighbors of 336 has clarified the importance of working together with the community to make projects like these a success for all parties. I plan to bring the same mindset and dedication to this site. I have already reached out to the neighbors individually, via a letter, explaining our proposed use of the site and my desire to discuss it directly with them. To date I have not received any responses but hope to work closely with them in the coming weeks.

Although this site would not be directly generating sales tax revenue, the proximity and flexibility it would lend to Jaguar Land Rover Hinsdale would be invaluable. It would give us a site to take professional grade photos for our inventory websites, as well as increase our inventory capacity and sales volumes for both brands. While it may not generate the tax dollars itself, the incremental sales it would provide 336 should outweigh the tax generated by any other typical O-2 usage.

Thank you for your time and your consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read "Kevin Jacobs", with a stylized flourish at the end.

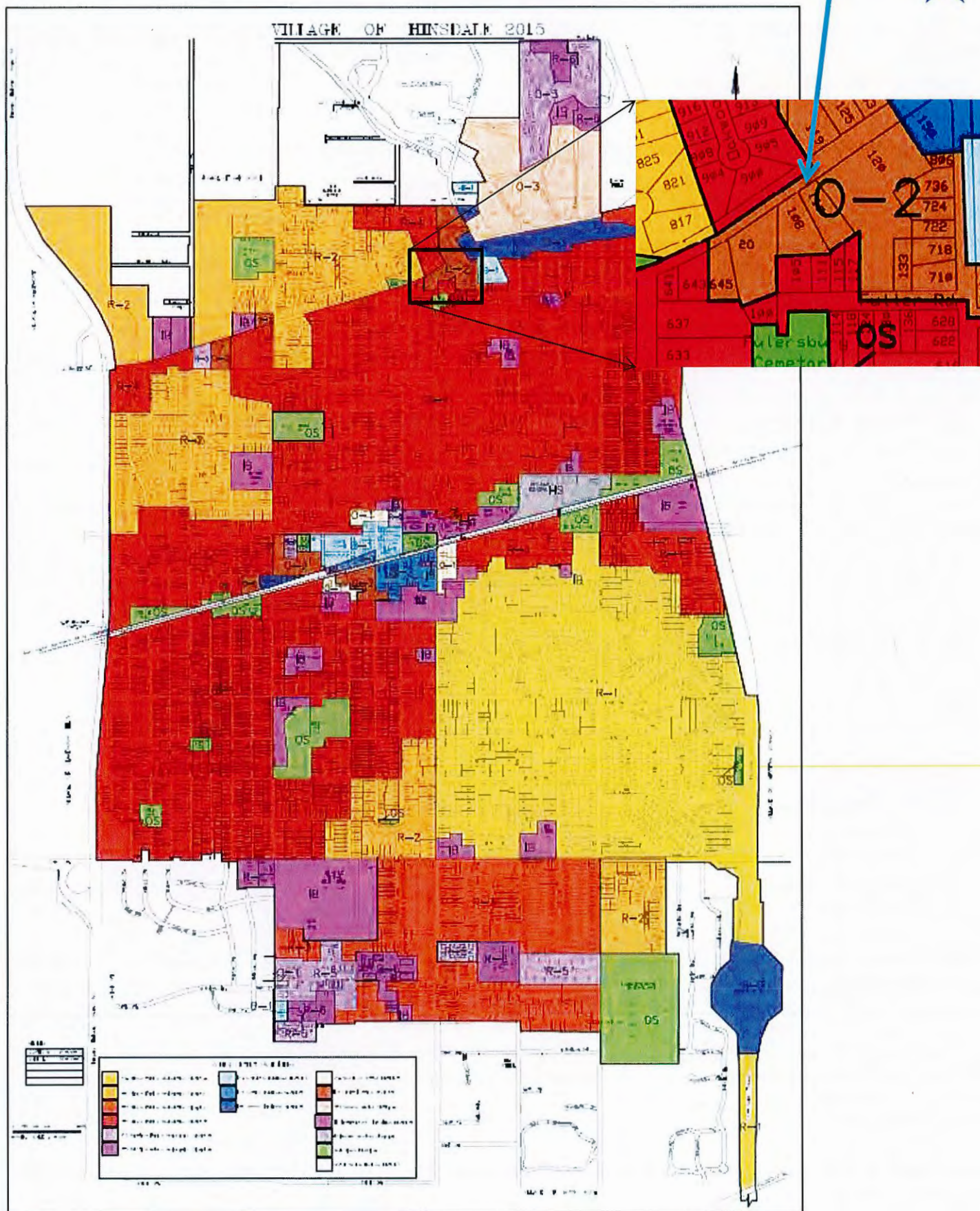
Kevin Jacobs

Bill Jacobs Motorsport

630-615-5771

Kevin.Jacobs@BillJacobs.com

Attachment 3: Village of Hinsdale Zoning Map and Project Location



Attachment 4: Birds Eye View of 110 E. Ogden



Attachment 5: Street View of 110 E. Ogden



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

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

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

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

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

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

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

Sec. 6-103: Permitted Uses:

The following uses and no others are permitted as of right in the office districts indicated in the following table. In interpreting the use designations, reference should be made to the "Standard Industrial Classification Manual" (see appendix A) and section [11-501](#) of this code. SIC codes are given in parentheses following each use listing.

							O-1	O-2	O-3
A. Transportation Services And Retail Trade: Transportation services and retail trade, as follows, but only when located in a building in which at least eighty percent (80%) of the net floor area is devoted to uses other than transportation services or retail trade, and only when so designed, located, and advertised so as not to be visible or accessible except from the interior of such building:									
1.	Travel agencies (4724).								P
2.	Candy, nut, and confectionery stores (544).								P
3.	Miscellaneous apparel and accessory stores (569).								P
4.	Computer sales (5734).								P
5.	Eating places (5812), but not including live entertainment and drive-in establishments.								P
6.	Drinking places (5813) accessory to permitted eating places.								P
7.	Drugstores and proprietary stores (5912), but not more than 1,000 square feet.								P
8.	Stationery stores (5943).								P
9.	Gift, novelty, and souvenir shops (5947).								P
10.	Florists (5992).								P
11.	Tobacco stores and stands (5993).								P
12.	News dealers and newsstands (5994).								P
13.	Optical goods stores (5995).								P
14.	Beauty shops (723).								P
15.	Barbershops (724).								P
B. Finance, Insurance, And Real Estate:									
1.									P

	Depository and nondepository credit institutions (60-61), not including drive-in establishments or automatic teller machines, except automatic teller machines attached to the principal structure on the lot.			
2.	Security and commodity brokers dealers, exchanges, and services (62).		P	P
3.	Insurance carriers, agents, brokers, and service (63-64).	P	P	P
4.	Real estate offices (65).		P	P
5.	Holding and other investment offices (67).		P	P
<i>C. Printing, Publishing, And Allied Industries:</i>				
1.	Commercial printing (275).			P
<i>D. Retail Trade:</i>				
1.	Drugstores and proprietary stores (5912), but not more than 1,000 square feet.		P	
2.	Optical goods stores (5995).		P	
<i>E. Services:</i>				
1.	Landscape counseling and planning (0781).	P	P	P
2.	Funeral homes or parlors (726), but not crematories.		P	
3.	Advertising services (731).	P	P	P
4.	Mailing, reproduction, commercial art and photography, and stenographic services (733).		P	P
5.	Commercial art and graphic design (7336).	P	P	P
6.	Building cleaning and maintenance services (7349).		P	P
7.	Medical equipment rental and leasing (7352).			P
8.	Employment agencies (7361).		P	P
9.	Help supply stores (7363).		P	P
10.	Computer programming, data processing, and other computer related services (737).		P	P
11.	Computer programming services (7371), but not including training services or programs.	P		
12.	Offices of detective, guard, and armored car services (7381).		P	P

13.	Offices of news syndicates (7383).		P	P
14.	Interior design and decorating services (7389), but not including painters and paperhangers or showrooms or retail sales on the premises.	P	P	P
15.	Physical fitness facilities (7991), but not gymnasiums, reducing facilities, slenderizing salons, or spas.			
16.	Offices and clinics of doctors of medicine, dentists, osteopaths, chiropractors, optometrists, podiatrists, and other health practitioners (801-804), but not emergency treatment as a regular, advertised practice in the O-1 district.	P	P	P
17.	Medical and dental laboratories (807).		P	
18.	Home healthcare services (808).		P	P
19.	Miscellaneous health and allied services not elsewhere classified (809).			P
20.	Kidney dialysis centers (8092).		P	
21.	Health and allied services not elsewhere classified (8099).		P	
22.	Legal services (81).	P	P	P
23.	Correspondence and vocational schools (824).			P
24.	Individual and family social services (832).			P
25.	Job training and vocational rehabilitation services (833).		P	P
26.	Child daycare services (835).			P
27.	Social services not elsewhere classified (839).		P	P
28.	Business associations (861).		P	P
29.	Professional membership organizations (862).		P	P
30.	Labor organizations (863).		P	P
31.	Civic, social, and fraternal associations (864).		P	P
32.	Political organizations (865).		P	P
33.	Membership organizations not elsewhere classified (869).		P	P
34.		P	P	P

	Engineering, architectural, and surveying services (871).			
35.	Accounting, auditing, and bookkeeping services (872).	P	P	P
36.	Management and public relations services (874).		P	P
37.	Manufacturers' representatives offices.	P		
38.	Miscellaneous services (899).	P	P	P
39.	Miscellaneous business and professional office uses not listed herein.	P	P	P
<i>F. Transportation And Utility Services:</i>				
1.	Offices and agencies for the arrangement of passenger transportation services (472).		P	P
2.	Offices of communications and utility companies (48-49), but not including antennas in excess of the district height limit.		P	P
3.	Personal wireless services antennas, with or without antenna support structures, and related electronic equipment and equipment structures (481); but only where: a) the antenna and any necessary antenna support structure are fully enclosed or shielded from view from any point located off the zoning lot on which they are located by a structure otherwise permitted on the zoning lot and all electronic equipment is fully enclosed in a structure otherwise permitted on the zoning lot, or b) the antenna or antennas are limited to omnidirectional or whip antennas and directional or panel antennas and are located on a lawfully preexisting building that will serve as an antenna support structure and all electronic equipment is fully enclosed in a structure otherwise permitted on the zoning lot and, in either such case, such antenna, support structure and equipment fully comply with all standards and requirements applicable thereto.		P	P
<i>G. Dwelling Units:</i> Dwelling units, subject to the provisions of the R-5 district; provided, however, that there shall be no more than two (2) dwelling units located on each zoning lot.		P		

(Ord. 97-4, § 4A, 3-4-1997; Ord. 2000-23, § 2, 7-18-2000; Ord. O2005-02, § 5, 1-18-2005)

Sec. 6-104:Accessory Structures And Uses:

Accessory structures and uses are permitted in all office districts subject to the provisions of section [9-101](#) of this code. (1991 Code)

Sec. 6-105:Temporary Uses:

Temporary uses are permitted in all office districts subject to the provisions of section [9-103](#) of this code. (1991 Code)

Sec. 6-106:Special Uses:

Except as specifically limited in the following table, the uses listed in the following table may be permitted in the *office districts* indicated subject to the issuance of a special use permit as provided in section [11-602](#) of this code. In interpreting the use designations, reference should be made to the "Standard Industrial Classification Manual" (see appendix A of this code) and section [11-501](#) of this code. SIC codes are given in parentheses following each use listing.

							O-1	O-2	O-3
A. Finance, Insurance, And Real Estate:									
1.	Depository and nondepository credit institutions (60-61), not including drive-in establishments or automatic teller machines, except automatic teller machines attached to the principal structure on the lot and only subject to the provisions of subsection 6-110L of this article.							S	
2.	Drive-in depository and nondepository credit institutions (60-61), but only subject to the provisions of subsection 6-110M of this article.							S	S
3.	Real estate offices (65).							S	
B. Services:									

1.	Passenger car rental and leasing (7514/7515).			S
2.	Physical fitness facilities (7991).			S
3.	Membership sports and recreation clubs (7997).		S	S
4.	Medical and dental laboratories (807).			S
5.	Child daycare services (835).	S	S	
6.	Research, development, and testing services (873).			S
7.	Music schools (8299).		S	
8.	Yoga instruction (7999).		S	
9.	Cooking schools (8299).	S	S	S
10.	Design work and other office type functions incidental to a home or office remodeling business, but excluding any nonoffice type functions, such as retail sales, assembly, warehousing of materials, and manufacturing on the premises.		S	
11.	Showrooms associated with a business as described in subsection B10 of this section, but excluding retail sales on the premises.		S	
<i>C. General Office:</i>				
1.	Miscellaneous professional office uses.	S		
<i>D. Transportation And Utility Services:</i>				
1.	Personal wireless services antennas, with or without antenna support structures, and related electronic equipment and equipment structures (481) not otherwise permitted pursuant to section 6-103 of this article.			S
2.	Telecommunications equipment facility (4813).		S	
<i>E. Miscellaneous:</i>				
1.	Planned developments.	S	S	S
2.	Hotels (7011).			S
3.	One dwelling unit accessory to a funeral home or parlor.		S	
4.	Lifestyle housing, subject to the planned development provisions of subsection 11-603M of this code.		S	

(Ord. 97-4, § 4B, 3-4-1997; Ord. 2000-10, § 2, 5-2-2000; Ord. O2002-66, § 3, 10-1-2002;
Ord. O2005-02, § 6, 1-18-2005; Ord. O2006-32, § 2, 5-16-2006; Ord. O2011-24, 5-18-2011;
Ord. O2011-51, 11-15-2011; Ord. O2014-36, 10-21-2014; Ord. O2016-05, 1-19-2016)



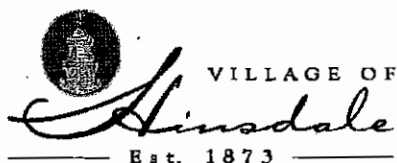
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MEMORANDUM

TO: President Cauley and the Board of Trustees
FROM: Dan Deeter, PE
DATE: November 20, 2018
RE: Engineering October 2018 Monthly Report
Executive Summary

- The 2018 North Infrastructure Project has completed sewer and water main installation and paving operations.
 - Street reconstruction or resurfacing 100% complete
 - Sewer construction or replacement 100% complete
 - Sewer lining 100% complete
 - The final sewer lining was conducted the week of 11/11/18.
 - Water main replacement 100% complete
- 2018 South Infrastructure Project has completed sewer and water main installation and paving operations.
 - Street reconstruction or resurfacing 100% complete
 - Sewer construction or replacement 100% complete
 - Water main replacement 100% complete



MEMORANDUM

TO: President Cauley and the Board of Trustees
FROM: Dan Deeter, PE
DATE: November 20, 2018
RE: Engineering October 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 43 construction site inspections or drainage complaint inspections in October.

Per Hinsdale's combined sewer overflow permit #IL0066818, staff submitted one monthly Discharge Monitoring Reports (DMRs) for each of the Village's four Combined Sewer Overflow (CSO) locations in October 2018. Staff submitted the 3Q2018 report for the Graue Mill Flood Protection Projects to the IEMA.

The following capital improvement projects and engineering studies are underway:

2018 North Infrastructure Project Locations

The contractor addressed punch list items in October 2018.

Street	Location	Activity	Construction Status
Birchwood Road	Madison to East End	Resurfacing & water valve installation	Complete
Bonnie Brae Rd	The Pines to Washington	Resurfacing	Complete
Briargate Terrace	Madison to East End	Resurfacing & water valve installation	Complete
Bruner Street	Chestnut to Town Place	Reconstruction	Complete
Canterbury Court	Madison to East End	Resurfacing	Complete
Elm Street	Ogden to The Lane	Resurface	Complete
Elm Street	The Lane to Ravine	Water Main (WM), Resurface	Complete
Elm Street	Hickory to Walnut	WM, Resurface	Complete
Franklin Street	North End to Fuller	PCC patch	Complete
Garfield Avenue	North End to Minneola	Reconstruct	Complete

MEMORANDUM

Garfield Avenue	Maumell to The Lane	Reconstruct	Complete
Hampton Place	Elm to Oak	Reconstruct	Complete
Hickory Street	Quincy to Adams	Sanitary sewer lining	Complete
Jefferson Street	North End to Minneola	Resurfacing	Complete
Lincoln Street	Ogden to North Street	WM, sanitary sewer lining, & reconstruct.	Complete
Madison Street	Glendale to Ogden	WM, sanitary sewer lining, & reconstruct.	Complete
Madison Street	Warren Ct to Morris Ln	Resurfacing	Complete
Maumell Street	Garfield to York	WM, reconstruct	Complete
Monroe Street	Ogden to North	WM and resurfacing	Complete
Morris Lane	West End to Madison	Resurfacing	Complete
North Street	West End to Adams	Resurfacing	Complete
Sideyards	Washington to The Lane	WM	Complete
The Lane	Garfield to Oak	WM, storm & san sewer, street reconstruction	Complete
The Lane	Oak to County Line	Street reconstruction	Complete
The Pines	North End to Bonnie Brae	Resurfacing, underground detention	Complete
Warren Court	West End to Madison	Resurfacing	Complete
Washington Street	Glendale to Ogden	Resurfacing	Complete
Wedgewood Court	West End to Madison	Resurfacing	Complete

MEMORANDUM

2018 South Infrastructure Project

The contractor completed sewer, water main, and paving construction.

Street	Location	Activity	Construction Status
57 th Street	Madison to Grant	Resurface	Complete
59 th Street	Grant to Garfield	Resurface	Complete
Adams Street	Chestnut to South End	Concrete patching	Complete
Bruner Street	Fourth to Sixth	Resurface	Complete
Bruner Street	Eighth to South End	Resurface	Complete
Chicago Avenue	Garfield to County Line	WM, Storm Sewer, Reconstruct	Complete
County Line Road	47 th to Sixth	WM, Resurfacing	Complete
Eighth Street	Bruner to Bodin	Reconstruction	Complete
Eighth Street	Bodin to Madison	Resurface	Complete
Elm Street	Fourth to Sixth	WM, Storm Sewer, Reconstruct	Complete
Elm Street	Eighth to Ninth Ct.	Resurface	Complete
Hinsdale Avenue	Jackson to Stough	Reconstruct	Complete
W. Hinsdale Station	Parking Lot	Resurface	Complete
Hinsdale Avenue	Madison to Grant	Reconstruct	Complete
Hinsdale Avenue	Madison to Monroe	Reconstruct	Complete
Intersection	First & Orchard	Brick resurfacing	Complete
Intersection	First & Oak	Brick resurfacing	Complete
Jackson Street	Sixth to South End	Resurface	Complete
Lincoln Street	Fifth to Eighth	San Sewer lining	Complete
Madison Street	Ninth to 55 th	Resurface	Complete
Madison Street	Hinsdale to Second	Resurface	Complete
Maple Street	Stough to Monroe	Resurface	Complete
Ninth Court	Park to Elm	WM, Resurface	Complete
Ninth Street	Elm to County Line	Resurface	Complete
Oak Street	Ninth to South End	Resurface	Complete
Park Avenue	Eighth to Ninth	Reconstruct	Complete
Park Avenue	Ninth to Ninth Ct.	Resurface	Complete
Quincy Street	Stough to Maple	Underground detention	Complete
Stough Street	Eighth to Ninth	Sewer lining	Complete
Quincy Street	Chestnut to Town Place	Reconstruct south half	Complete
Robbins Park Lot	Seventh & Vine	Resurface	Complete
Seventh Street	Stough to Quincy	Concrete patching	Complete

2019 Infrastructure Project

HR Green is designing the 2019 Infrastructure Project. This project includes 3 miles of street improvements, 4400 feet of sewer separation, and 2850 feet of water main replacement. The streets included in the project are:

Street	Location	Activity	Construction Status
Adams Street	Ogden to North St.	Water main (WM) replacement, 2" Asphalt street resurfacing	
Bodin Street	Seventh to Eighth	Sewer separation, concrete patching	
Bruner Street	Sixth to Eighth	Sewer separation, asphalt street reconstruction	
Bonnie Brea	Madison to The Pines	Resurfacing	
Fifth Street	Garfield to Park	Sewer separation, WM replacement Asphalt street reconstruction	
Fox Lane (Road D)	Old Mill Road to Salt Creek Lane	Asphalt street and bridge resurfacing	
59 th Street	Madison to Grant	Asphalt street resurfacing	
Eighth Place	Madison to east end	Sewer separation, Asphalt street reconstruction	
Elmwood Place	Childs to Elm	Asphalt street resurfacing	
Grant Street	Eighth to Ninth	Sewer separation, WM replacement, Asphalt street reconstruction	
Hinsdale Avenue	Stough to Monroe	WM replacement, Concrete street reconstruction	
Ninth Street	Madison to Lincoln	Asphalt street resurfacing	

North Street	Washington to Garfield	Sewer separation, Asphalt street resurfacing	
Garfield Street	North to Ravine	Sewer separation, Asphalt street patching	
Oak Street	Seventh to Eighth	Concrete street reconstruction	
Oakwood Terrace	Birchwood to south end	Sanitary sewer repair, Asphalt street resurfacing	
Park Avenue	Sixth to Seventh	Sewer separation, WM replacement Asphalt street reconstruction	
Seventh Street	Oak to County Line	Concrete street reconstruction	
Sharron Court	North end to First	Asphalt street resurfacing	
Vine Street	Eighth to south end	Asphalt Street resurfacing	
Warren Terrace	Madison to north end	Asphalt street resurfacing	
KLM Parking Lots	East, west & connecting road	Asphalt resurfacing	

Engineering Studies. Staff is currently working with Christopher B. Burke Engineering, Ltd. to design a storm water management system for the N. Madison/N. Monroe area south of Ogden Avenue. Staff is also working with HR Green to study the drainage conditions in the area between the BNSF railroad, First Street, Blaine Street, and County Line Road.

Other Engineering Activities

Ogden Avenue Improvements IDOT's Ogden Avenue resurfacing project has been completed. Amita Health is planning to install permanent signals at Oak Street 1Q2019.

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

[illegible]

Subtotal	
Total	

\$ 81,930.00	\$ 14,930.00	\$ -	\$ -
	\$ 67,000.00	Addition	

Construction:

Project Budget Contractor Bid

8,598,886.00
6,649,391.00
<u>19,248,277.00</u>

Construction Contingency

1,949,495.00
1,882,495.00

Contingency balance Less Net Change Orders

Total Project Contingency: \$ 1,882,495.00

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; Levelling 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		Auger 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			\$ 798.07			
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	04/19/18	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					
9	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				
10	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			\$ 3,393.31			
11	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					
12	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				
13	05/07/18	Storm sewer, 12"	Driveway culvert replacement for 444 Birchwood due to water service replacement.	Complete	\$2,000					
14	05/08/18	Water service replacement	VOH water department information showed three water services on Monroe Street would be relocated/reconnected when the water main that crossed the side yards between Morris Lane & Monroe Street was abandoned. Field investigation shows two additional water services on Morris Lane will need to be relocated/reconnected.	Complete			\$ 14,471.55			

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		
16	05/09/18	Type A Inlet, Storm sewer 12", Trench Backfill	Adding two inlets at the low point of Hampton & Oak to avoid standing water which were not shown on the original plans.	Complete	\$8,080					
17	05/09/18	Water main, 8" Trench backfill	Existing water main valve failed on Birchwood Road. Replaced with new water main. Plan calls for new valve at end east end of Birchwood.	Complete	\$5,000					
18	05/09/18	Porous Granular Embankment (PGE);	There were more poor soils under Hamptons Place than estimated in the design requiring more excavation and PGE reinforcement.	Complete	\$44,000					
19	05/15/18	Changeable Message Boards (CMB)	Added changeable message boards to the detour plan to provide warnings one week in advance of the construction on The Lane between Garfield and York.	Pending	\$1,200					
20	05/17/18		Relocated watermain to south side of Maumell Street because existing water main bows to the north (does not run straight between valve vaults). This causes the proposed water main route to shift too close to the north parkway trees.	In process		\$ 4,650.00				
21	05/21/18	Sanitary Service Repairs	During construction of watermain, it was identified that four (4) sanitary services were disconnected from the sanitary sewer. The RE and village staff agree that the circumstances show that this is an existing condition and was not caused by the contractor.	Complete	\$10,000					
22	05/24/18		Heavy cleaning of existing sanitary sewer prior to televising the sewer services.	Complete	\$1,000					
23	06/05/18	Inlets to be reconstructed	During construction it was found that combined sewer inlets on Lincoln Street were in poor condition and not reconstructable. They will be replaced with 48-inch manholes with interior gas traps.	Pending	\$20,700	\$ 3,600.00				
24	06/07/18	Time & Materials	Hinsdale Water Division could not find water service for 522 York Ave. which is connected via the York parkway to Maumell water main. This caused hours of exploratory digging and crew delays.	Complete			\$ 1,376.16			
25	06/13/18	Time & Materials	Contractor hit a mis-marked water service.	Complete	\$1,000					
26	06/29/18	Detention Vault	Modifications to The Pines underground detention vault to match existing conditions.	In process	\$1,000					
27	07/11/18	Time & Materials	During excavation of Maumell Street, John Neri Construction uncovered a storm sewer which had a gas service line through it. John Neri repaired the storm sewer break on a time & material basis.	Complete			\$ 958.50			
28		Various	Seven residents or businesses within the construction area requested pavement improvements on private driveways at the contract cost. These private improvements are paid for by check in advance.	On-going			\$ 5,096.71	\$ 5,096.71		
29	07/26/18	Various	More unsuitable soil was encountered during sub-grade preparation for Maumell & Garfield than estimated in the original design and bid documents. This required more undercut, PGE, and geo-textile.	Complete	\$18,524					
30	08/01/18	Various	Revised paving of the intersection of Center & N. Lincoln from patching to full resurfacing.	Complete		\$ 4,849.21				

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		
31	08/28/18	PGE, Geotech fabric	i. The area of poor soils under The Lane from Oak to County Line Road was greater than estimated in the plans. The poor soil was excavated and replaced with geotechnical fabric and stone to provide an appropriate foundation for the new pavement.	Complete	\$19,000					
32	07/05/18	12" Water Main	Adjust 16" water main at The Lane and Elm Street due to conflict with proposed 12" water main. This conflict was not identified in the engineering plans	Complete			\$ 14,592.16			
33	07/05/18	Time & Materials	540 Lincoln resident complained about upflow in basement from drain. John Neric Construction investigated sanitary service. No issue was found with the service.	Complete			\$ 2,645.50			
34	09/06/18	Time & Materials	Adjust gas services that were just under the existing concrete pavement. These services need to be below (existing and proposed pavement structure. Due to Nicor's slowness to respond, John Neri Construction lowered the services to stay on schedule and open the road for resident use ASAP.	Complete			\$ 17,116.61			

Subtotal \$ 167,103.78 \$ 70,899.21 \$ 84,171.22 \$ 38,464.87
Total \$ 141,910.92 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	<u>1,870,941.08</u>	Total Project Contingency: \$ 1,870,941.08

Veeck Park Wet Weather Facility
Hinsdale, Illinois

Date	Overflow Ht. Above Weir (feet)	Precipitation (inches of water)
10/01/16		1.16
10/02/16		0.14
10/03/16		
10/04/16		
10/05/16		0.83
10/06/16	0.3	0.17
10/07/16		0.21
10/08/16		0.14
10/09/16		
10/10/16		0.32
10/11/16		
10/12/16		
10/13/16		
10/14/16		0.01
10/15/16		0.05
10/16/16		
10/17/16		
10/18/16		
10/19/16		
10/20/16		
10/21/16		
10/22/16		
10/23/16		
10/24/16		
10/25/16		
10/26/16		
10/27/16		
10/28/16		0.04
10/29/16		
10/30/16		0.41
10/31/16		0.31
Total Precipitation in October:		3.79
Departure from Normal:		0.64
		120% of normal rainfall

Notes:

1. Rain data from USGS rain gage at 22nd St & Salt Creek

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
Illinois Dept of Transportation	Surface Transportation Program (STP)	Chicago Ave (IL Rte 83 - Garfield) resurfacing (letting Jan 2020)	30% local match	\$ 760,000
Total				<u>\$ 24,675,409</u>

**Village of Hinsdale
Grant Applications Under Consideration**

Source	Program	Purpose	Status	Amount
Metropolitan Water Reclamation District	Green Infrastructure Program	Stormwater management in Highland Park area	Applied July 31, 2018	\$ 185,000
Total				<u>\$ 185,000</u>



MEMORANDUM

DATE: November 13, 2018

TO: President Cauley and Village Board of Trustees
Kathleen Gargano, Village Manager

FROM: Brendon Mendoza, Administrative Analyst

RE: Public Services Monthly Report – October 2018

Provided below is the monthly staff report from the Public Services Department. This highlights activities that occurred during the month of October.

- Public Services continued to managed the North Infrastructure Project with John Neri Construction.
- Public Services continued to manage the South Infrastructure Project with G&M Cement Construction.
- Public Services staff continued to prepare the draft 2019 through 2024 Five Year Capital Improvement Project Plan ("CIP"). Public Services staff met with the Administration and Finance Departments to review the Public Service's Five Year CIP.
- Public Services continued to manage the Sewer Jetting, Televising, and Root Cutting, and Holiday Lighting contracts.
- Public Services prepared vehicles with snow equipment in order to prepare for the upcoming winter season. Public Services staff also attended snow and deicing workshops to prepare for the upcoming season.
- The installation of spring tulip bulbs was completed. Over 10,000 tulip bulbs were planted in the Central Business District ("CBD") landscape beds. Over 2,000 tulip bulbs were planted in park planting beds.
- Athletic fields at Veeck Park, Burns Field and KLM Park were aerated and over seeded. Over 500 pounds of grass seed was applied this month to improve turf conditions in these fields.

October Water Main Break Locations

<u>Date</u>	<u>Address</u>	<u>Pipe Size/Type</u>	<u>Duration</u>
10/13/18	632 W. 58th	6" Cast Iron	5hrs
10/22/18	105 N. Grant	6" Cast Iron	4hrs



MEMORANDUM

Village of Hinsdale Department of Public Services Roadway Division Monthly Report – October 2018

Activity Measures

Standard Tasks	October 2018	Prev Mo	YTD 2018
Signs	41	38	464
Posts	3	14	183
Signs Repaired	4	2	45
Cold Mix (tons)	2.25	1.5	49.1
Hot Mix (tons)	15.86	95.37	231.08
Gravel for Alleys (tons)	8	0	12
White Paint (gallons)	3	0	31
Yellow Paint (gallons)	0	0	15
Basin top Cleaning (man-hours)	46	15	500
Alley Grading (man-hours)	13	12	178
Alley Trimming (man-hours)	0	2	26
Concrete (yards)	0	0	5
Snow & Ice Callouts	0	0	29
Road Salt Used (tons)	0	0	980.25
Sand Used (tons)	0	0	0
Salt & Calcium for walks, stairs, etc. (tons)	0	0	84
Leaves Swept Up (yards)	260	40	550
Central Business District Sweeps	2	4	30



MEMORANDUM

Complete Village Sweeps	1	0	1
Parking Lot Sweeps	1	0	2
Street Light Poles Repaired	0	0	17
Request For Services Completed	139	122	1068
Sump pump issues	0	0	108
Pool maintenance (Man hours)	0	0	0
Parkway Restorations	5	5	118
Parking meters	2	3	17
Special Events	15	60	414
Hauling to dump	2	0	6

Significant issues for this month:

- The Roadway Division used 15.86 tons of asphalt to repair multiple main break repair areas.
- The Roadway Division filled potholes in miscellaneous problem and complaint areas and watermain breaks using 2.25 tons of coldpatch.
- The Roadway Division completed 139 service requests in October.
- As preparation for winter, all Public Services employees attended snow and ice deicing workshops.



MEMORANDUM

Village of Hinsdale Department of Public Services Forestry Division Monthly Report – October 2018

Trees pruned by Village Staff:

- Small tree pruning (diameter 10 inches and less) – Small tree pruning is scheduled for late fall/winter 2018.
- Completed 9 resident tree work requests, pruning 14 trees.

Trees pruned by contractor (diameter 10 inches and above):

- The pruning program is scheduled for fall/winter 2018-19. The area scheduled to be pruned in this cycle is the northeast section of the Village.

Trees removed by Village Staff:

- 22 public trees were removed in October.
- 131 public trees were removed by staff this fiscal year.
- 20 public trees currently scheduled for removal by staff.

Trees removed by contractor:

- Elm – 1
- Ash - 0
- Other – 4
- 48 public trees removed by contractor this fiscal year.
- 6 public trees currently 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 October; 39 eab positive ash trees were detected this fiscal year.
- 0 private eab positive ash trees were detected in October; 4 eab positive ash trees were detected this fiscal year.

Ash trees removed:

- 6 ash trees were removed this month (6 Village / 0 Contractor)
- 40 ash trees were removed this fiscal year (29 Village / 11 Contractor)
- 1463 ash trees have been removed since February 2011 (1210 EAB Positive)

Ash trees that have been treated to manage infestation by Emerald Ash Borer:

- Soil Injection Treatments were completed in April; a total of 279 trees were treated.
- Trunk Injection Treatments were completed in June; a total of 28 trees were treated.



MEMORANDUM

Elm diseased trees detected by Village Staff:

- 0 public ded positive elm trees detected in October; 11 ded positive elm trees detected this fiscal year (10 treated/1 untreated).
- 0 private ded positive elm trees detected in October; 38 ded positive elm trees detected this fiscal year.

Elm trees removed by Village Staff:

- 0 diseased trees
- 0 storm damaged trees

Elm trees that have had diseased limbs removed (amputations):

- 0 parkway trees

Elm trees that have been inoculated for prevention of Dutch elm disease:

- 307 American elms have been treated this year.

Tree stumps removed by Village Staff:

- 86 tree stumps were routed, the mulch was removed and the area restored with top soil and grass seed.

Trees Planted:

- 0 trees were planted through the Village's planting program.
- 0 trees were planted through the Tribute Tree Program.
- 1 tree was planted through the Resident Reimbursement Program.

Other

- Public Services staff completed snow plow safety training.
- Staff assisted with planting bed preparation and the annual installation of the tulip bulbs in the Central Business District.
- Staff reviewed and commented on 14 tree preservation plans submitted for building permits.

Tree Preservation (Public Services)
Activity Measures

	October 2018	Previous Mo	YTD 2018
Tree Pruning Contractual	0	0	1057
Tree Pruning In-House	14	20	106
Small Tree Pruning In-House	0	0	530
Tree Removal Contractual	5	23	67
Tree Removal In-House	22	27	174
Trees Planted	1	0	208
Elm Trees Treated	0	0	307
Dutch Elm Disease Losses (Private)	0	0	38
Elm Losses (Public)	0	0	14
Ash Trees Treated	0	0	307
Ash Tree Removal - EAB (Private)	0	0	0
Ash Tree Removal – EAB (Public) <i>Note: since Feb 2011, 1463 public Ash trees have been removed</i>	In-House 6	In-House 6	In-House 38
	Contracted 0	Contracted 4	Contracted 15
Tree Preservation Plan Reviews	14	10	84



MEMORANDUM

**Village of Hinsdale
Department of Public Services
Parks Maintenance Division
Monthly Report – October 2018**

Activity Measures

October Totals			
Job Task	Hours	Accomplishment	Units
Administration	2	2	Hour
Clean Bathroom	89	6	Each Bathroom
Refuse Removal	24	24	Hour
Fountain Maintenance	27	27	Hour
Litter Removal	19	19	Hour
Weed Removal	6.5	6.5	Hour
Brush Pick Up	0	0	Hour
Athletic Field Striping	69	29	Each Field
Infield Maintenance	0	0	Each Field
Athletic Goal/Net Maintenance	22	6	Each Goal
Turf Repair/Sod Installation	7.5	7.5	Hour
Aeration	28	28	Hour
Over seeding	20	500	Lbs. of Seed
Turf Evaluation/Soil Testing	0	0	Each
Hardwood Mulch Installation	0	0	Cubic Yard
Leaf Mulching	0	0	Hour
Mowing	0	0	Hour
Land Clearing	31.5	31.5	Hour
Planting Bed Preparation	60	60	Each Bed
Plant Installation/Removal	3	3	Hour

MEMORANDUM

Flowering Bulb Installation/Removal	103	103	Hour
Tree and Shrub Maintenance	0	0	Hour
Fertilization	0	0	Hour
Watering	2.5	2.5	Hour
Pest and Weed Control (chemical)	0	0	Hour
Irrigation Start Up (spring)	0	0	Each
Irrigation Repair	30	30	Each
Irrigation Winterization	30	30	Each
Playground Maintenance/Repair	5	5	Hour
Playground Inspection	1	1	Each
Playground Mulch Installation	0	0	Cubic Yards
Holiday Decorating	0	0	Hour
Platform Tennis Repairs	14	14	Each
Special Events	0	0	Hour
Building Maintenance	1.5	1.5	Each
Equipment/Vehicle Maintenance	0	0	Each
Training/Education	30.5	30.5	Hour
Skate Park Maintenance	10	10	Hour
Ice Rink Maintenance	0	0	Hour
Miscellaneous	0	0	Hour

Parks Maintenance Monthly Highlights –October 2018

Contractual Maintenance

- **Landscape Maintenance and Mowing**
 - Mowing and maintenance is on-going.
- **Rain Garden Maintenance**
 - Maintenance is on-going.
- **Summer Weekend Parks Bathroom and Garbage Maintenance**
 - The Village's contractor continued weekend and holiday garbage disposal for Village Parks and the Central Business District. The contract includes weekend maintenance for park bathrooms.

General Park Maintenance

- **Bathroom Shelters (Six Sites – 12 Bathrooms, & 3 Picnic Shelters)**
 - Cleaned Monday through Friday.
 - Remained open to accommodate activities.
 - All bathrooms were cleaned and supplied.
- **Landscape Maintenance**
 - Landscape areas in Buns Field, Veeck Park, Robbins Park and KLM Park were inspected and cleaned.



MEMORANDUM

- The fence line at the West parking area was cleared of woody volunteers.
- The landscape beds at the Police and Fire Building were cleaned and mulched for the open house.
- **Irrigation**
 - Irrigation was winterized at Peirce Park, Veeck Park, Burlington Park, Brook Park, Robbins Park, Dietz Park, Melin Park, Eleanor's Park, Burns Field and the Memorial Building.
 - The Burlington Park Fountain was also drained and winterized.

Athletics

- **Lacrosse**
 - Field maintenance and line striping for 4 fields were completed on a once per week schedule. Worn field areas such as goal mouths were top dressed and over seeded.
- **Football**
 - Field maintenance and line striping for 3 fields were completed on a once per week schedule.
- **Soccer**
 - Field layout, goal maintenance and line striping for 22 fields were completed on a once per week schedule. Worn field areas such as goal mouths were top dressed and over seeded.

Central Business District

- **Planting Bed Maintenance**
 - Summer annual plants have been removed.
 - Beds have been tilled for improved drainage.
 - Installation of tulip bulbs is complete.
 - Spring Tulips
 - Over 10,000 tulip bulbs were planted in the CBD landscape beds.
 - Over 2,000 tulip bulbs were planted in park planting beds.

Other

- Athletic fields at Veeck Park, Burns Field and KLM Park were aerated and over seeded. Over 500 pounds of grass seed was applied this month to improve turf conditions in these fields.
- Broken playground equipment at the Irma Butler Tot Lot was repaired.



MEMORANDUM

**Village of Hinsdale
Department of Public Services
Buildings Maintenance Division
Monthly Report – October 2018**

Building Security and Fire Suppression

- Checked and reset the KLM Lodge fire alarm panel check operation.
- Repaired the emergency light units at the Youth Center.
- Tagged and checked building fire extinguishers.

HVAC

- Repaired the expansion tank water sight glasses that were leaking water for the heating system.
- Repaired the outside air damper controls at the Police Station.
- Greased all circulating pumps and sump pumps at the Police & Fire Station.
- Replaced air handler filters at the KLM Caretakers Cottage, KLM Lodge, and Burns Field House.
- Worked on setting up and running the steam boilers at the Memorial Hall and Village Hall.
- Installed a new electric heat unit at Well #5 to keep water pump from freezing over during winter.
- Installed heat cables on the water fire suppression system at the Hinsdale Pool locker room.
- Checked the heat unit at Well # 2 for proper operation.
- Repaired outside air intake dampers at KLM as the dining room linkage was rusted shut and would not open for winter heating mixed air.



MEMORANDUM

- Installed the remaining pipe hangers in the Memorial Hall boiler room to support steam pipes.
- Painted and cleaned the Memorial Hall boiler room.

General Maintenance

- Repaired the toilet exhaust fan and light fixture at the Water Plant north bathroom.
- Cleaned roof drain heads at the Police & Fire Station.
- Cleaned roof and gutters of debris at the KLM Lodge.
- Replaced two broken windows at the KLM Lodge Ballroom north side.
- Repaired locks at Pierce Park building that were vandalized.
- Helped with the new electric panel for the Christmas tree at Memorial Hall.
- Repaired lighting in the KLM Ballroom to make the dimmer at the far north end have better control of light.
- Worked on installing new locks at the Police Station in the detective's interrogation rooms.
- Reviewed all information obtained regarding Highland Station repairs and have information prepared for the METRA office.
- Reviewed plans for the roof repair contract with Mortenson Roofing Company.
- Worked with Eco-Clean to obtain a higher quality of service in all the Village Building that they service.
- Started to winterize the park buildings. Staff rented an air compressor and winterized the Hinsdale Pool locker room facility.
- Installed curtain hold back hooks at KLM Lodge bride's room.
- Rekeyed the lock cylinders at the Memorial Hall north and south entrance doors.
- Replaced lamps needed at various buildings with new LED lighting.
- Compiled information to replace two wood exterior doors and hardware at the KLM Lodge.

Administration

- Attended the snow and ice training class.
- Attended an electrical safety class.



MEMORANDUM

**Village of Hinsdale
Department of Public Services
Water Division
Monthly Report – October 2018**

Water Activity Measures

Standard Tasks	October 2018	Prev Mo	YTD 2018
Utility Locates (JULIE)	548	451	5396
B-Box/Service Locates	625	503	6624
Water Mains Located	144	135	1553
Main Break Repairs	2	4	41
B-Box/Service Repairs	4	4	22
Hydrants Replaced/Repaired	15	7	44
Service Connections/Inspections	6	2	31
Valve Installations/Repairs	0	0	6
Valves Exercised	3	14	126
Valves Located	16	50	497
Leak Investigations	8	6	57
Hydrants Flushed	16	11	93
High Bill Investigations	8	3	38
Water Fountains Serviced/Replaced	7	0	15
Disconnect Inspections	4	4	46
Meter Repairs	6	8	64
Meter/Remote Installs	11	5	83



MEMORANDUM

Meters Removed	9	5	51
Meter Readings	31	24	259

Water Main Break Repairs

October 2018	Prev Mo	YTD 2018
2	4	41

October Water Main Break Locations

<u>Date</u>	<u>Address</u>	<u>Pipe Size/Type</u>	<u>Air Temp.</u>	<u>Duration</u>
10/13/18	632 W. 58th	6" Cast Iron	45	5hrs
10/22/18	105 N. Grant	6" Cast Iron	58	4hrs



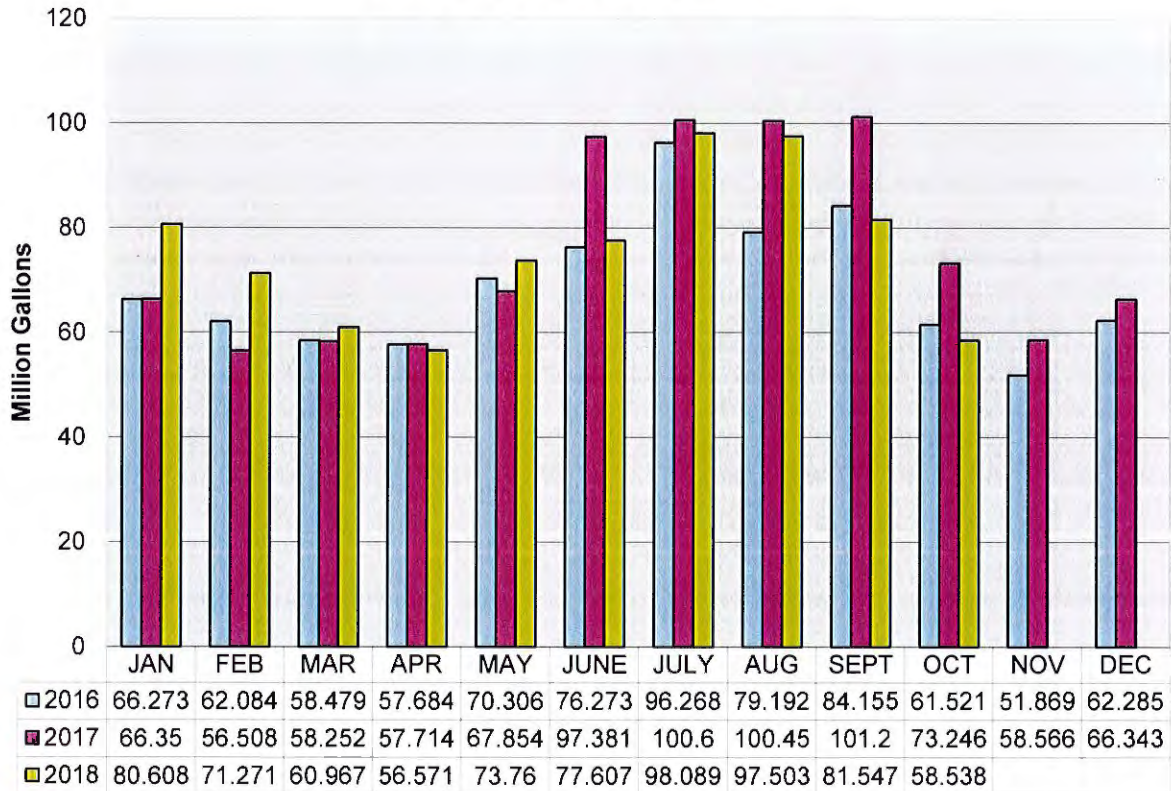
MEMORANDUM

**Village of Hinsdale
Department of Public Services
Sewer Division
Monthly Report – October 2018**

Sewer Activity Measures

Standard Tasks	October 2018	Prev Mo	YTD 2018
Catch Basins Replaced/Repaired	0	0	2
Inlet Replaced/Repaired	0	0	3
Manhole Replaced/Repaired	0	0	5
Catch Basins/Inlets Cleaned	6	8	102
Sewers Cleaned (feet) In-House	700	500	8186
Sewers Cleaned (feet) Contractor	56689	0	56689
Sewers Televised (feet) Contractor	1956	0	1956
Sewers Replaced/Repaired (feet)	0	0	11
Sewer Mains Located	5	10	122
Back-up Investigations	1	1	21
Manholes Located	10	21	261
Cave-ins Checked	0	0	5
Sewer Inspections	1	0	10
IEPA sampling due to overflow event of combined sewers (Veeck CSO)	1	0	9

MONTHLY WATER PUMPAGE



October 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	October 2018	Prev Mo
Bacteria Samples	24	24
Field Chlorine	21	21
Field Turbidities	21	21
Lab Chlorine	27	25
Lab Turbidities	27	25
Lab pH	27	25
Lab Fluoride	27	25
Precipitation Readings	0	0
Temperature Readings (air)	27	25
Temperature Readings (water)	31	30
DBP Samples	0	0
Pumps Serviced	11	11
Special Well Samples	0	0
UCMR 4	8	6



10e

MEMORANDUM

DATE: November 15, 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-October 2018**

In the month of October the department issued 106 permits including 4 new single family homes and 7 commercial alterations. The department conducted 411 inspections and revenue for the month came in at just under \$113,000.

There are approximately 80 applications in house, including 16 single family homes and 19 commercial alterations. There are 36 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, 43 engineering inspections were performed for the month of October by the division. This does not include any inspection of road program work and is primarily tied to building construction and drainage complaints.

We currently have 28 vacant properties on our registry list. The department continues to pursue owners of vacant and blighted properties to either demolish them and restore the lots or come into compliance with the property maintenance code.

COMMUNITY DEVELOPMENT MONTHLY REPORT October 2018

PERMITS	THIS MONTH	THIS MONTH LAST YEAR	FEEs	FY TO DATE	TOTAL LAST FY TO DATE
New Single Family Homes	4	5			
New Multi Family Homes	0	0			
Residential Addns./Alts.	17	12			
Commercial New	0	0			
Commercial Addns./Alts.	7	5			
Miscellaneous	47	41			
Demolitions	2	6			
Total Building Permits	77	69	\$ 86,866.00	\$752,496.00	\$567,673.00
Total Electrical Permits	12	14	\$ 7,472.00	\$ 62,809.00	\$49,367.00
Total Plumbing Permits	17	21	\$ 16,530.00	\$ 114,181.00	\$89,813.00
TOTALS	106	104	\$ 110,868.00	\$929,486.00	\$ 706,853.00

Citations			\$2,000		
Vacant Properties	28				

INSPECTIONS	THIS MONTH	THIS MONTH LAST YEAR			
Bldg, Elec, HVAC	236	193			
Plumbing	64	39			
Property Maint./Site Mgmt.	68	68			
Engineering	43	76			
TOTALS	411	376			

REMARKS:

VILLAGE OF HINSDALE - October 2, 2018

<i>Name</i>	<i>Ticket NO.</i>	<i>Location</i>	<i>Violation</i>	<i>Ord Fine</i>	<i>Result</i>
HinsdaleOrthopeadic	10265	550 W. Ogden	Failure to Obtain Exterior site plan	250	250
Hinsdale Orthopeadic	10266	550 W. Ogden	Failure to Obtain permit	250	250
M. McClaren Builders	12092	536 The Lane	Falure to follow approved plans	250	\$250.00
Jesse Marquez	10244	636 S. Madison	Property Maintenance	250	250
Downs, Barbara	12095	18 E. North	Property Maintenance	continued	
Han, Yanchou	10245	5510 S. County Line Rd	Property Maintenance	continued	
Total:				1,000	1,000
MONTHLY TOTAL:				1,000.00	1,000

VILLAGE OF HINSDALE - October 30, 2018

<i>Name</i>	<i>Ticket NO.</i>	<i>Location</i>	<i>Violation</i>	<i>Ord Fine</i>	<i>Result</i>
Dave Knecht Homes	12096	138 E. Maple	Violation of Work Hours	250	250
Jimenez and Sons	12097	117 N. Lincoln	Failure to Control Dust	250	250
MDG Builders Inc.	12094	5615 S. Garfield	Violation of Work Hours	250	\$250.00
Saleh, Ahmed	12093	819 Wilson	Property Maintenance violations	250	default judgement - no show

Total:	1,000	1,000
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MONTHLY TOTAL:	1,000.00	1,000
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DATE: November 6, 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 October 2018

In summary, the Fire Department activities for October 2018 included responding to a total of **204** emergency incidents. There were **55** fire-related incidents, **105** emergency medical-related incidents, and **44** emergency/ service-related incidents.

This month, the average response time from receiving a call to Department crews responding, averaged **1** minute and **09** seconds. Response time from receiving a call to Department crews arriving on the scene was **4** minutes and **42** seconds.

In the month of October, there was no dollar loss due to fires. Members assisted Clarendon Hills and Western Springs on various calls.

In the month of October, Chief Giannelli covered short shifts due to one member being off. The total hours covered were 32, thereby saving the Village an estimated \$1,760 in overtime.

Fire Department members painted the shop, hose storage room, and laundry area. This was in the operating budget to pay \$4,000 to an outside company to paint these rooms. Members painted them for the cost of the supplies saving the Village thousands of dollars.

Chief Giannelli and AC McElroy attended MABAS Division 10, DUCOMM, DuPage County, and Metro Fire Chief's meetings.



Hinsdale Fire Department – Monthly Report
October 2018



Emergency Response

In **October**, the Hinsdale Fire Department responded to a total of **204** requests for assistance for a total of **2149** responses this calendar year. There were **24** simultaneous responses and **three (3)** train delays this month. The responses are divided into three basic categories as follows:

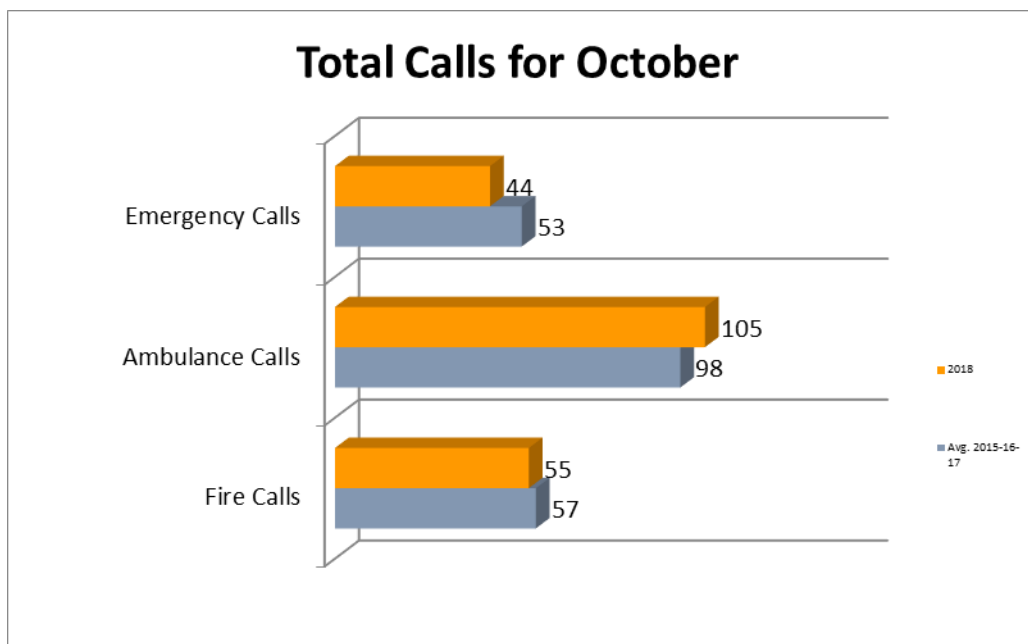
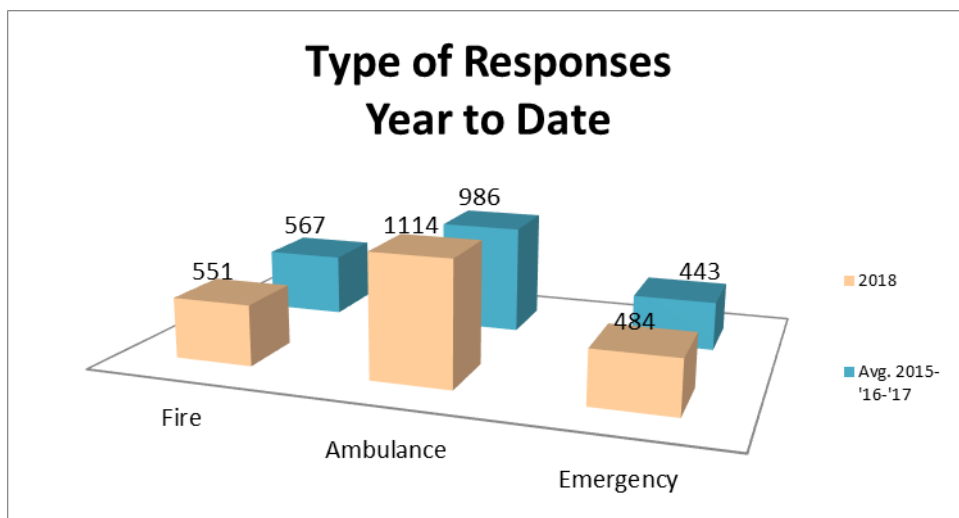
<i>Type of Response</i>	<i>October 2018</i>	<i>% of Total</i>	<i>Three Year October Average 2015-2016-2017</i>
Fire: (Includes incidents that involve fire, either in a structure, in a vehicle or outside of a structure, along with activated fire alarms and/or reports of smoke)	55	27%	57
Ambulance: (Includes ambulance requests, vehicle accidents and patient assists)	105	51%	98
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)	44	22%	53
Simultaneous: (Responses while another call is on-going. Number is included in total)	24	14%	42
Train Delay: (Number is included in total)	3	1%	4
Total:	204	100%	208

Year to Date Totals

Fire: 551	Ambulance: 1114	Emergency: 484
2018 Total: 2149	2015-16-17 Average: 1996	



Emergency Response

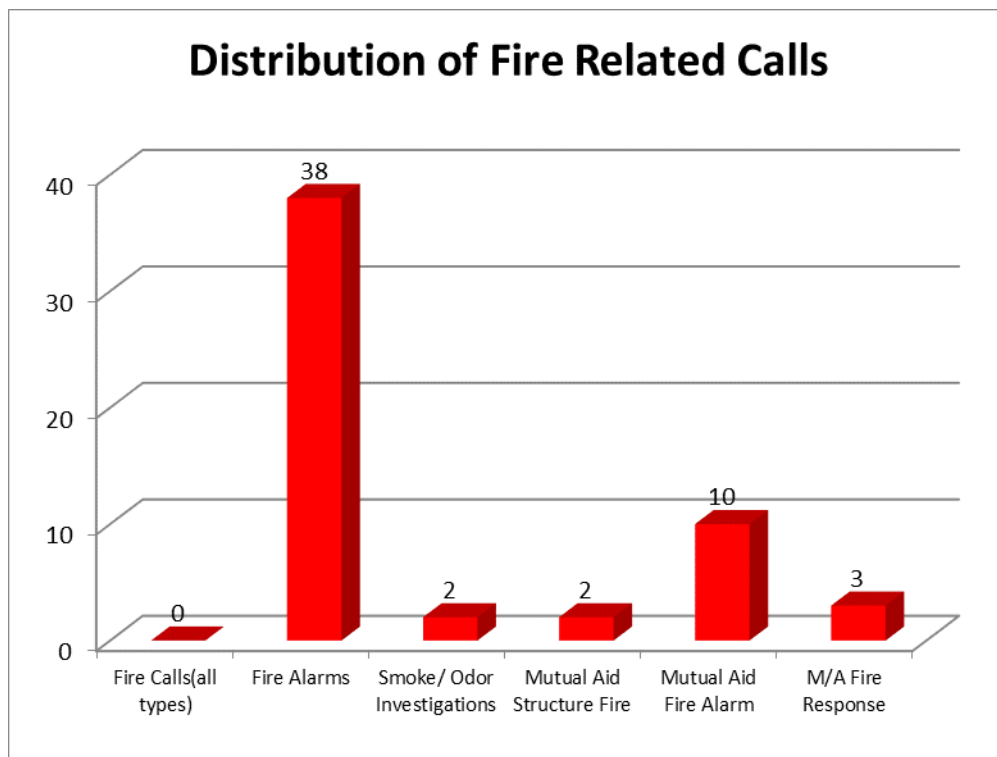
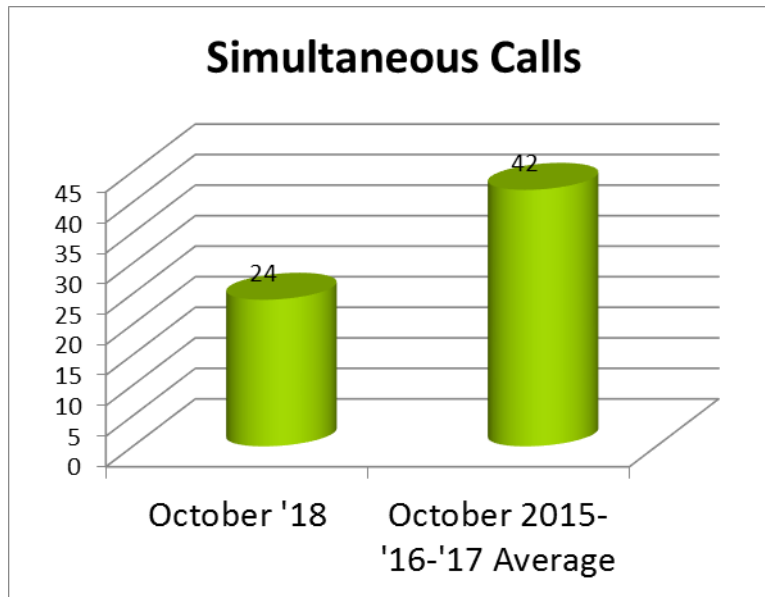




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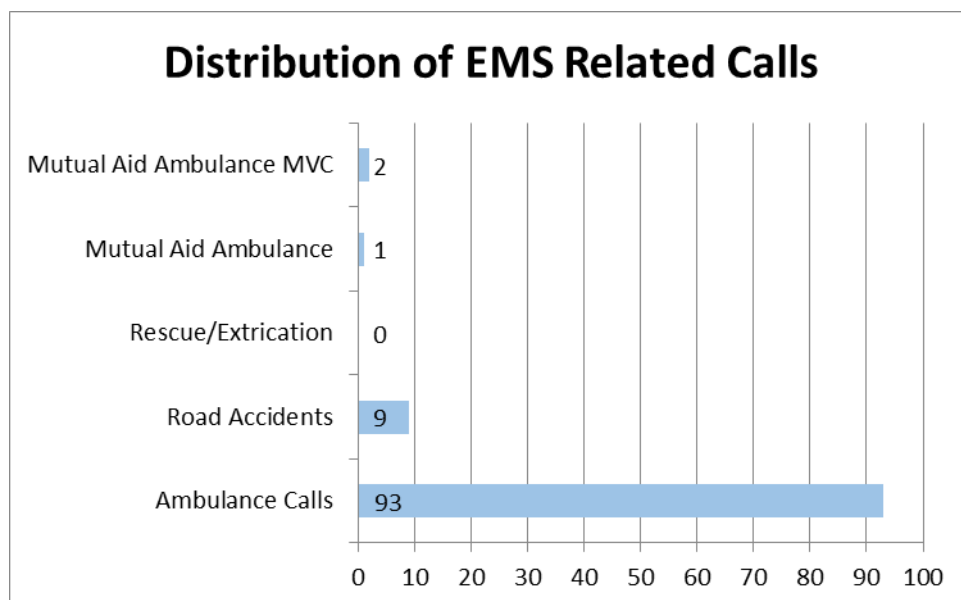
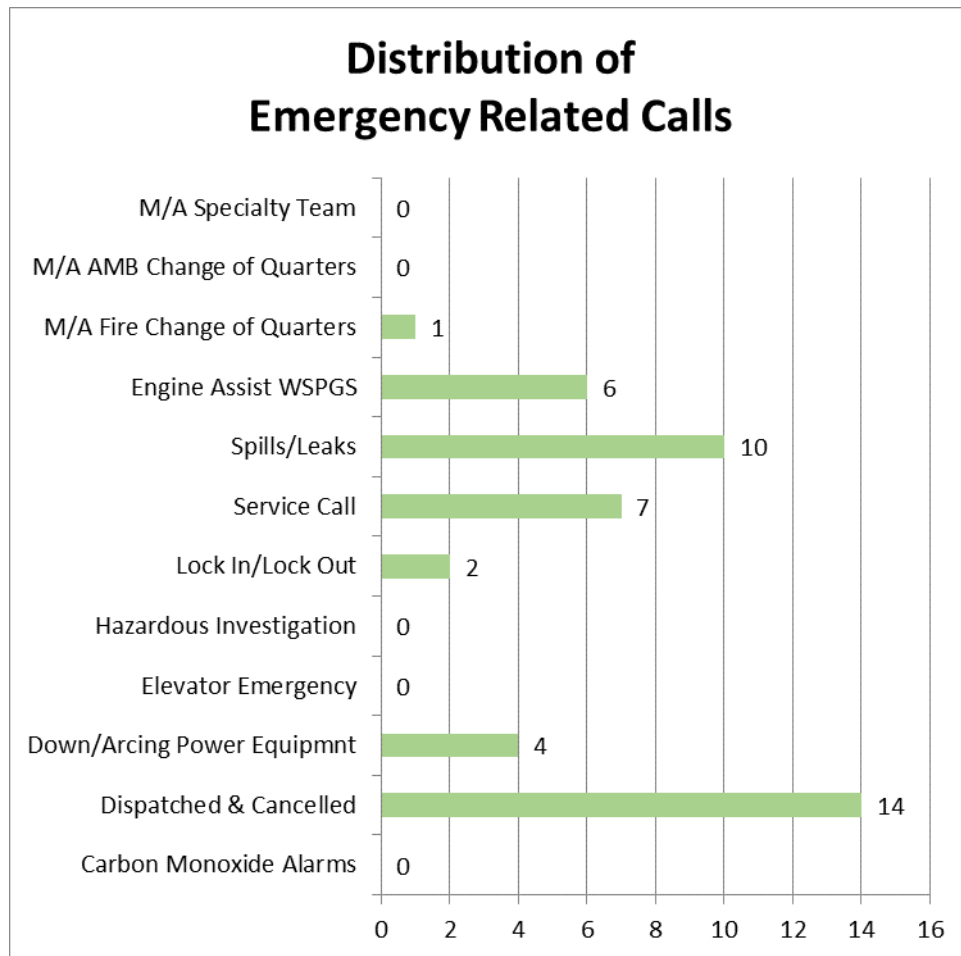


Emergency Response



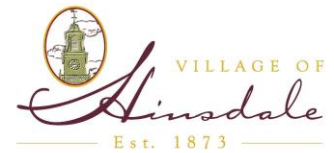


Emergency Response





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Incidents of Interest

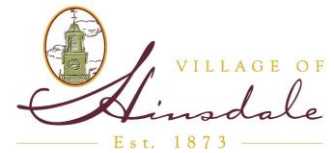
Call #

Incident Summary

- | | |
|----------|--|
| #18-1997 | Members and Engine 84 and Medic84 respond to 16 Grant Square for the vehicle vs pedestrian. |
| #18-2016 | Members and Engine 84 respond to 41 58 th St., Clarendon Hills for the reported oven fire. On arrival crew assisted in isolating the appliance and ventilating smoke from the apartment. E84 also served as primary water supply for the incident. |
| #18-2047 | Members responded for the pedestrian struck by a Metra train. Patient was treated with aggressive Advanced Life Support and transported to Good Sam Level 1 Trauma Center. |
| #18-2133 | Members and Engine 84 respond to 5528 Wolf Rd. for the Fire Alarm later upgraded to smoke in the building. Crew assisted with providing primary water supply and went interior to search for the source of smoke. An overheated appliance was located and isolated, and smoke was ventilated from the structure. |
| #18-2145 | Members responded to 230 Murphy Drive in Romeoville as a Fire Investigator for their structure fire. Capt. Neville conducted interviews and created sketches of the scene. |



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Training/Events

Besides the daily training in EMS, Technical Rescue, Hazardous Materials, Firefighting, and vehicle checks, members completed the following specialized training:

On October 12th the Hinsdale Fire Department hosted the Annual Silent Parade. Several neighboring departments participated.

On October 13th the Fire and Police departments combined to host the annual open house for residents to visit with department members, learn fire safety techniques, and observe real life emergency scenarios.



On October 18, Fire Officers attended supervisors training on HR law at the Village Hall.

Chief Giannelli attended a meeting with the US Surgeon General about opioid abuse.

AC McElroy, Captain Carlson, and FF/PM Smith attended a mass casualty table top drill at Edwards Hospital.

On October 1st Lt. Ziemer with FF's Dudek and Navarro conducted fire drill and fire extinguisher demonstration for staff at 10 Salt Creek – Hinsdale Surgical Center.

On October 9th Members taught the "Fear of Gear" and gave a fire engine tour at Zion Lutheran School for approximately 35 kids. Also a station tour for 12 - 5yo kids from the Community House was given by FF/PM McDonough.

On October 15th Members and E84 visited Zion Lutheran for the pub-ed safety talk for approximately 35 pre-school kids.

On October 16th FF/PM Dudek assisted with a Preschool Station Tour with 20 kids and 15 adults.

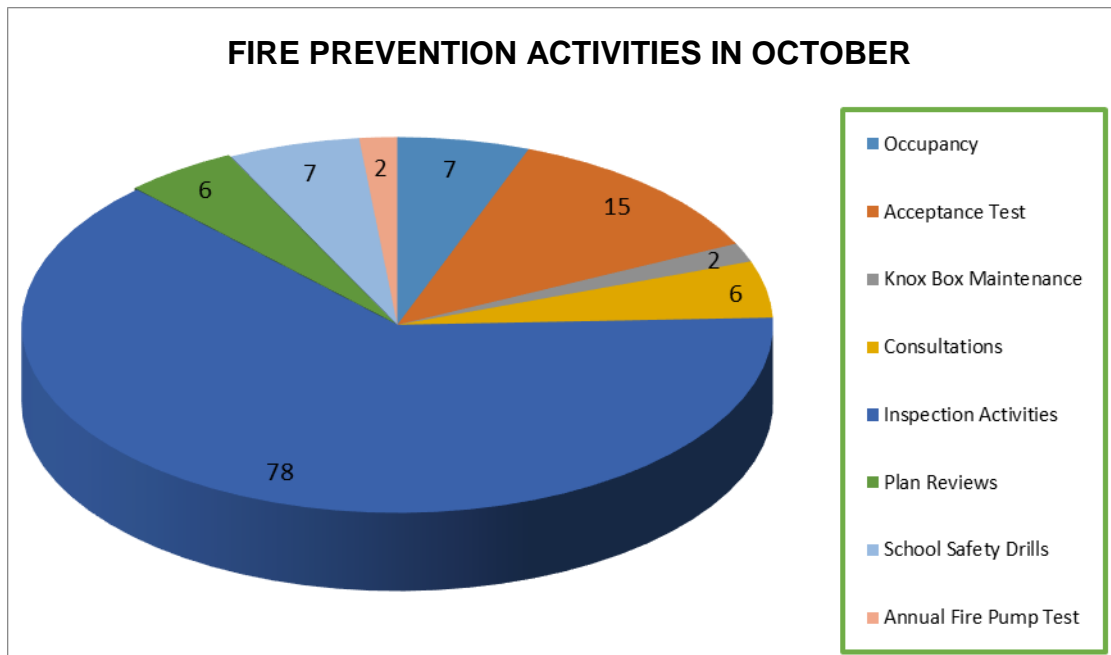
Members attended a live fire training at the Romeoville Fire Academy.

On October 24th FF/PM Patitucci attended a "Career Day" at Hinsdale Adventist Academy. Bob gave three separate 30 minute speeches on the career of a FF/PM.



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 multi-agency tabletop drill on Mass Casualty Incident, hosted by Elmhurst Hospital.
- Met with the Monroe School staff to review their Crisis Plan and answer questions with Officer Coughlin.



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Inspection Activities

October 2018 had a total of 123 Fire Inspection Activities.

Inspections 62

- Initial (33)
- Fire Alarm (18)
- Occupancy (7)
- Sprinkler (4)

Re-inspections 23

Acceptance Test 15

- Sprinkler (5)
- Alarm (7)
- Kitchen (3)

Plan Reviews 6

- General (2)
- Fire Alarm (1)
- Sprinkler Systems (3)

School Safety Drills 7

- Fire Drills (7)

Consultation 6

- General (4)
- Fire Protection (1)
- Complaints (1)

Annual Fire Pump Test 2

Knox Box Maintenance 2

Inspection Fees forwarded to the Finance Department in the month of October was \$2780.00.

The total inspection fees forwarded to the finance department for the fiscal year 2018 -19 to date is \$20,860.00



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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 October, **30** Service Surveys were mailed; we received **7** responses with the following results:

“Were you satisfied with the response time of our personnel to your emergency?”

Yes – 7/7

“Was the quality of service received?”

“Higher” than what I expected – 5/7

“About” what I expected – 2/7

“Somewhat lower” than I had expected 0/7

Additional Survey Comments (*direct quotes*):

“The gentlemen were very kind and gentle to my husband and family. We were NOT expecting to have to make this decision.”

“Please thank all the firemen who serve as we sometimes take you for granted and others in service to the community and outside.” My husband is now at home in hospice. Thank you to all.”

“Very good service to excellent!”

“No complaints.”

“The Fire Department did an excellent job. Thank you.”

“I felt the 3 men did a great job and they all had a nice sense of humor too.”

“I am filling this out for my special needs sister. They immediately recognized her mental disability affected her anxiety level and were so kind and understanding.”