



## MEETING AGENDA

### REGULAR MEETING OF THE VILLAGE BOARD OF TRUSTEES

Tuesday, November 15, 2022

7:00 P.M.

**MEMORIAL HALL – MEMORIAL BUILDING**  
**19 East Chicago Avenue, Hinsdale, Illinois**  
*(Tentative & Subject to Change)*

**1. CALL TO ORDER/ROLL CALL**

**2. PLEDGE OF ALLEGIANCE**

**3. APPROVAL OF MINUTES**

- a) Special meeting of November 3, 2022

**4. VILLAGE PRESIDENT'S REPORT**

**5. VILLAGE CLERK**

- a) Proclamation – Honoring Retiring Village Clerk Christine Bruton
- b) Appointment of Acting Village Clerk

**6. PUBLIC HEARING – TAX LEVY**

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

**8. FIRST READINGS – INTRODUCTION\*\***

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

**Administration & Community Affairs (Chair Posthuma)**

- a) Approve an Ordinance Levying Taxes for Corporate Purposes for the Fiscal Year of the Village of Hinsdale, Illinois Commencing on January 1, 2022 and Ending on December 31, 2022 in the aggregate amount of \$14,930.551
- b) Approve a Resolution abating the tax hereto levied for the year 2022 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
- c) Approve a Resolution abating the tax hereto levied for the year 2022 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

- d) Approve a Resolution abating the tax hereto levied for the year 2022 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
- e) Approve a Resolution abating the tax hereto levied for the year 2022 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
- f) Approve a Resolution abating the tax hereto levied for the year 2022 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
- g) Approve a Resolution abating the tax hereto levied for the year 2022 to pay the principal of and interest on \$2,655,000 General Obligation Bonds (Alternate Revenue Source), Series 2021, of the Village of Hinsdale, DuPage and Cook Counties, Illinois

#### **Zoning & Public Safety (Chair Stifflear)**

- h) Refer a request for a Third Major Adjustment to a Planned Development for Signage Updates at 420 E. Ogden Avenue - Continental Autosports to the Plan Commission for further hearing and review; **or**  
Approve an Ordinance Approving a Third Major Adjustment to a Planned Development for Signage Updates at 420 E. Ogden Avenue - Continental Autosports\*\*

### **9. CONSENT AGENDA**

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

#### **Administration & Community Affairs (Chair Posthuma)**

- a) Approve payment of the accounts payable for the period of October 27, 2022 through November 9, 2022 in the aggregate amount of \$4,200,223.66 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 Intergovernmental Agreements (IGA's) with DuPage County for American Rescue Plan Act (ARPA) Drainage Improvements for a reimbursement amount not to exceed \$234,645 (*First Reading – November 3, 2022*)
- c) Award the design engineering and construction observation professional services for the 2023 Resurfacing Program to HR Green in the amount not to exceed \$88,211 (*First Reading – November 3, 2022*)
- d) Approve an Intergovernmental Agreement (IGA) with the Illinois Department of Transportation (IDOT) to maintain State Traffic Signals located within the Village of Hinsdale (*First Reading – November 3, 2022*)
- e) Approve State of Illinois joint bid purchase of bulk winter deicing salt to Cargill, Inc. in the amount of \$53,207\*\*\*

### **10. SECOND READINGS / NON-CONSENT AGENDA – ADOPTION**

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

### **Administration & Community Affairs (Chair Posthuma)**

- a) Approve the issuance of a blanket purchase order in the amount of \$23,700 to Andrzej Jedrol for KLM cleaning and set-up services
- b) Approve the issuance of a blanket purchase order in the amount of \$47,000 to East Ave Lacrosse for recreation programming services

### **11. DISCUSSION ITEMS**

### **12. DEPARTMENT AND STAFF REPORTS**

- a) Community Development

### **13. REPORTS FROM ADVISORY BOARDS AND COMMISSIONS**

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

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

The Village of Hinsdale is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend this meeting and who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the facilities, are requested to promptly contact Brad Bloom, ADA Coordinator, at 630-789-7007 or by TDD at 630-789-7022 to allow the Village of Hinsdale to make reasonable accommodations for those persons.

**Website: [www.villageofhinsdale.org](http://www.villageofhinsdale.org)**

**VILLAGE OF HINSDALE  
VILLAGE BOARD OF TRUSTEES  
MINUTES OF THE SPECIAL MEETING  
November 3, 2022**

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 Tuesday, November 3, 2022 at 7:13 p.m., roll call was taken.

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

Absent: Trustee Luke Stifflear

Also Present: Village Manager Kathleen A. Gargano, Assistant Village Manager/Director of Public Safety Brad Bloom, Assistant Village Manager Andrianna Peterson, Police Chief Brian King, Fire Chief John Giannelli, Finance Director Alison Brothen, Director of Community Development Robb McGinnis, Director of Public Services George Peluso, Village Planner Bethany Salmon, Village Engineer Matthew Lew, HR Director Tracy McLaughlin, Parks & Recreation Supervisor Mike Hayes, 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 18, 2022**

Trustee Byrnes moved to **approve the minutes of the regular meeting of October 18, 2022, as presented.** Trustee Banke seconded the motion.

**AYES:** Trustees Haarlow, Fisher, Byrnes, Banke

**NAYS:** None

**ABSTAIN:** Trustee Posthuma

**ABSENT:** Trustee Stifflear

Motion carried.

**b) Closed Session meetings of May 3, 2022 and October 4, 2022**

Trustee Byrnes moved to **approve the Closed Session meetings of May 3, 2022 and October 4, 2022, as presented.** Trustee Banke seconded the motion.

Trustee Posthuma noted that the minutes of October 4 indicate that he was present at the meeting, however, he was absent. The Clerk will make the correction.

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

**NAYS:** None

**ABSTAIN:** None

**ABSENT:** Trustee Stifflear



Motion carried.

## **VILLAGE PRESIDENT'S REPORT**

President Cauley reported that the Burlington Northern Santa Fe (BNSF) Railroad plans to conduct repairs at the Garfield Street crossing. A complete closure of the crossing will be required to complete the work. The work will occur between November 10 and November 20 from 9:00 a.m. to 5:00 p.m. Signs will be posted to alert motorists and pedestrians, detours will be provided.

He also reported the Village has been working to put more services online; the purchase of vehicle stickers, reporting concerns, signing up for the Village newsletter, requesting a block party and applying for a parking permit. As of November 2, residents can now access their water billing account and make credit card payments online. These online resources can be easily accessed on the Village website home page.

The Village is seeking feedback from residents on future recreational needs for the Community Pool and outdoor dining. Village Planner Bethany Salmon reported she has received over 500 communications regarding the outdoor dining, most of which are favorable.

President Cauley reminded residents the Village Snow Shoveling Referral Program is available to senior and disabled residents. Applications can be found on the Village website.

## **CITIZENS' PETITIONS**

None.

## **FIRST READINGS – INTRODUCTION**

### **Environment & Public Services (Chair Byrnes)**

- a) **Approve Intergovernmental Agreements (IGA's) with DuPage County for American Rescue Plan Act (ARPA) Drainage Improvements for a reimbursement amount not to exceed \$234,645**

Trustee Byrnes introduced the item and explained that in June 2022, the Village was awarded two grants of ARPA funding to be used for drainage improvement projects. The Village will fund 50% of the cost for improvements at Charleston Road and Fifth Street and Grant Street. This covers the County contribution.

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

- b) **Award the design engineering and construction observation professional services for the 2023 Resurfacing Program to HR Green in the amount not to exceed \$88,211**

Trustee Byrnes introduced the item for engineering and construction observation in preparation for the next round of street resurfacing. Public Services staff and he drove the Village to create a pavement condition map, and identified streets in critical and poor condition. He noted some of the streets as outlined in the Board materials.

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

- c) **Approve an Intergovernmental Agreement (IGA) with the Illinois Department of Transportation (IDOT) to maintain State Traffic Signals located within the Village of Hinsdale**

Trustee Byrnes introduced the item and explained there are five State traffic signals located within the Village. IDOT maintains the signals, and the Village contributes to the cost of the maintenance. Staff anticipates the 2023 cost to be \$10,500.

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

## **CONSENT AGENDA**

### **Administration & Community Affairs (Chair Posthuma)**

- a) Trustee Posthuma moved to **Approve payment of the accounts payable for the period of October 13, 2022 through October 26, 2022 in the aggregate amount of \$1,454,910.01 as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk.** Trustee Banke seconded the motion.

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

**NAYS:** None

**ABSTAIN:** None

**ABSENT:** Trustee Stifflear

Motion carried.

### **Environment & Public Services (Chair Byrnes)**

- b) Trustee Byrnes moved to **Waive the competitive bidding process and award a contract to Beverly Companies for contracted snow removal and salting of Brush Hill Train Station and Highland Train Station in the amount of \$44,720. (First Reading – October 18, 2022)** Trustee Fisher seconded the motion.

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

**NAYS:** None

**ABSTAIN:** None

**ABSENT:** Trustee Stifflear

Motion carried.

## **SECOND READINGS / NON-CONSENT AGENDA – ADOPTION**

### **Administration & Community Affairs (Chair Posthuma)**

- a) **Approve a Resolution Determining the Estimated Village of Hinsdale Real Estate Tax Levy for Year 2022 in the amount of \$11,750,033 (First Reading – October 18, 2022)**

Trustee Posthuma introduced the item that is a second reading of the real estate tax levy resolution. The proposed Village tax levy for 2022 amounts to \$8,212,001, which represents an increase of \$441,953 (5.69%) from the 2021 extended taxes. When combined with the Library Board's potential request for a 5.92% increase in their levy, the total maximum Village and Library levy amounts to \$11,750,033, which represents an increase of \$639,724 (5.76%)

from the 2021 extended taxes. He explained that the Library Board has not met to finalize their levy, so the total amount may change.

Trustee Posthuma moved to **Approve a Resolution Determining the Estimated Village of Hinsdale Real Estate Tax Levy for Year 2022 in the amount of \$11,750,033.** Trustee Banke seconded the motion.

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

**NAYS:** None

**ABSTAIN:** None

**ABSENT:** Trustee Stifflear

Motion carried.

#### **Zoning & Public Safety (Chair Stifflear)**

- b) **Approve an Ordinance Approving an Exterior Appearance Plan and Site Plan to Allow for Changes to the Exterior Façade of an Existing Building – 36 S. Washington Street & 4 W. Hinsdale Avenue – Airoom** (*First Reading – October 18, 2022*)

President Cauley introduced the item. He clarified the Board is approving the second option for the façade that includes a recessed entrance. The Board had no objections at the first reading of this item. Ms. Salmon confirmed that no resident has complained about the proposal.

Trustee Byrnes moved to **Approve an Ordinance Approving an Exterior Appearance Plan and Site Plan to Allow for Changes to the Exterior Façade of an Existing Building – 36 S. Washington Street & 4 W. Hinsdale Avenue – Airoom.** Trustee Fisher seconded the motion.

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

**NAYS:** None

**ABSTAIN:** None

**ABSENT:** Trustee Stifflear

Motion carried.

#### **DISCUSSION ITEMS**

- a) **Resident on-line services**

President Cauley addressed this matter earlier in the meeting in his comments.

#### **DEPARTMENT AND STAFF REPORTS**

- a) **Community Development**

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

## REPORTS FROM ADVISORY BOARDS AND COMMISSIONS

No reports.

### CITIZENS' PETITIONS

None.

### TRUSTEE COMMENTS

None.

## ADJOURNMENT

There being no further business before the Board, President Cauley asked for a motion to adjourn. Trustee Banke moved to **adjourn the specially scheduled meeting of the Hinsdale Village Board of Trustees of November 3, 2022**. Trustee Byrnes seconded the motion.

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

**NAYS:** None

**ABSTAIN:** None

**ABSENT:** Trustee Stifflear

Motion carried.

Meeting adjourned at 7:27 p.m.

ATTEST: \_\_\_\_\_  
Christine M. Bruton, Village Clerk

Department Name

**AGENDA SECTION:** Village President's Report  
**SUBJECT:** Appointment of Acting Village Clerk  
**MEETING DATE:** November 15, 2022  
**FROM:** Kathleen A. Gargano, Village Manager

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**Recommended Motion**

Approve the appointment of Andrianna Peterson, Assistant Village Manager, to serve as Acting Village Clerk effective December 2, 2022, and until a successor Village Clerk is appointed by the Village President with the advice and consent of the Board of Trustees, and is duly qualified to serve as Village Clerk.

**Background**

The Village is in the process of recruiting a replacement for the retiring Village Clerk, however, it is likely that the Village will require an acting clerk to be named until such time as a permanent clerk is hired.

**Discussion & Recommendation**

Staff recommends that Andri Peterson, Assistant Village Manager, serve in this capacity on a temporary basis. Ms. Peterson has experience serving as the Deputy Clerk in another community for many years.

**Budget Impact**

None

**Village Board and/or Committee Action**

N/A

**Documents Attached**

None

**AGENDA SECTION:** First Reading – ACA  
**SUBJECT:** Tax Levy Documents  
**MEETING DATE:** November 15, 2022  
**FROM:** Alison Brothen, Finance Director

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**Recommended Motions**

- a) Approve an Ordinance Levying Taxes for Corporate Purposes for the Fiscal Year of the Village of Hinsdale, Illinois Commencing on January 1, 2022 and Ending on December 31, 2022 in the aggregate amount of \$14,930,551.
- b) Approve a Resolution abating the tax hereto levied for the year 2022 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.
- c) Approve a Resolution abating the tax hereto levied for the year 2022 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.
- d) Approve a Resolution abating the tax hereto levied for the year 2022 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.
- e) Approve a Resolution abating the tax hereto levied for the year 2022 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.
- f) Approve a Resolution abating the tax hereto levied for the year 2022 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.
- g) Approve a Resolution abating the tax hereto levied for the year 2022 to pay the principal of and interest on \$2,655,000 General Obligation Bonds (Alternate Revenue Source), Series 2021, 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 3, 2022 the Village Board passed a resolution requesting the levying of property taxes in the aggregate amount of \$11,750,033. The attached tax levy documents include the ordinance that will actually levy the taxes for Tax Levy Year 2022 (received in 2023) as well as six (6) separate resolutions that will abate the property tax levy associated with six 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 is subject to change depending on the final levy to be adopted by the Library. Should any change in the Library levy 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 38% of General Fund operations and 98% of Library operations.

**Village Board and/or Committee Action**

N/A

**Documents Attached**

1. Tax levy ordinance
2. Six different abatement resolutions
3. Tax Levy Request from the Firefighters' Pension Fund
4. Tax Levy Request from the Police Pension Fund

VILLAGE OF HINSDALE

ORDINANCE NO. O2022-

AN ORDINANCE LEVYING TAXES FOR CORPORATE PURPOSES FOR THE  
FISCAL YEAR OF THE VILLAGE OF HINSDALE, ILLINOIS, COMMENCING  
ON JANUARY 1, 2022 AND ENDING ON DECEMBER 31, 2022

WHEREAS, the President and Board of Trustees of the Village of Hinsdale, Cook and Du Page Counties and State of Illinois, did on March 1, 2022, adopt and approve Hinsdale Ordinance No.O2022-05, the Annual Appropriation Ordinance for the Village for the fiscal year commencing January 1, 2022 and ending December 31, 2022 the amount of such appropriations being the aggregate sum of \$54,983,646, and

WHEREAS, the Corporate Authorities of the Village of Hinsdale have ascertained that the total amount of appropriations budgeted for in 2022 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 January 1, 2022, and ending December 31, 2022, amounts to \$14,930,551 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 January 1, 2022, and ending December 31, 2022, the sum of \$14,930,551 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 \$14,930,551 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 31, 2022, 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 take effect and be in full force and effect immediately on and after its passage and approval and publication in the manner required by law.

PASSED this 13<sup>th</sup> day of December 2022.

AYES:

NAYS:

ABSENT:

APPROVED this 13<sup>th</sup> day of December 2022.

ATTEST:

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Village President

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Village Clerk

## Exhibit A - 2022 Tax Levy Ordinance

### General Fund - 100

#### Administrative Services - Department 11

	<u>Appropriation</u>	<u>Tax Levy Amount</u>
7001 Full-Time Salaries	1,149,100	
7003 Part-Time Salaries	52,650	
7005 Longevity Pay	700	
7009 Vehicle Allowance	5,600	
7011 Overtime	5,500	
7023 Water Fund Cost Allocation	(880,049)	
7101 Social Security	75,271	
7103 Medicare	17,544	
7105 IMRF	106,471	
7111 Health Insurance	161,500	
7113 Dental Insurance	3,350	
7115 Life Insurance	2,150	
7131 Tuition Reimbursement	20,000	
7133 Mileage Reimbursement	200	
7135 Brd of Police/Fire Comm.	15,000	
7137 Employment Advertising	2,500	
7139 Personnel Expenses	17,869	
7141 Staff Development & Training	18,600	
7143 Membership Dues/Subscriptions	25,170	
7145 Uniforms & Apparel	2,200	
7149 Village-Wide Employee Relations	11,900	
7201 Legal Expenses	965,000	
7207 Auditing Services	39,586	
7209 Accounting Services	21,000	
7211 Actuarial Services	14,000	
7213 Consulting Services	100,000	
7215 Tollway /Lobbying Expenditures	64,200	
7221 IT Service Contract	190,000	
7223 IT Contracts & Service Agreements	35,618	
7225 Utility Billing Expenses	15,200	
7227 Vehicle License Expenses	18,400	
7231 Telecommunications	19,175	
7233 Cable/Internet	19,400	
7249 Record Retention & Doc Mgmt	580	
7251 Recording Fees-County	3,500	
7269 Parking System Expenses	2,200	
7299 Other Services	5,200	
7301 Postage	20,800	
7303 Office Supplies	8,300	
7305 Breakroom Supplies	2,000	
7307 Printing and Publications	11,000	
7391 Computer Hrdwre, Software, Supplies	105,490	
7405 Comp./Off. Equip. Maint.	13,312	
7501 Plan Commission	1,000	
7503 Historical Preservation Comm.	40,000	
7505 Economic Development Comm.	90,000	
7507 Ceremonial & Special Events	0	
7513 Bank Fees	62,000	
7523 IRMA Premiums	21,192	

**General Fund - 100****Administrative Services-Department 11 (cont)**

	<b><u>Appropriation</u></b>	<b><u>Tax Levy Amount</u></b>
7525 Self-Insured Deductible	15,000	
7591 Contingency	350,000	
7599 Miscellaneous Expense	200	
7740 Transfer to MIP Projects Fund	1,920,000	
7901 General Equipment	60,000	
7903 Computer Equipment	96,000	
7909 Buildings	350,000	
Total Finance and Administration	5,492,579	0

**General Fund - 100****Police Department - Department 21**

	<b><u>Appropriation</u></b>	<b><u>Tax Levy Amount</u></b>
7001 Full-Time Salaries	2,795,685	2,795,685
7003 Part-Time Salaries	112,500	
7005 Longevity Pay	6,000	
7009 Vehicle Allowance	1,400	
7011 Overtime	270,500	238,206
7023 Water Fund Cost Allocation	(21,189)	
7101 Social Security	25,749	
7103 Medicare	50,592	
7105 IMRF	36,547	
7107 Police Pension Contributions	646,624	
7111 Health Insurance	480,500	
7113 Dental Insurance	13,010	
7115 Life Insurance	5,890	
7133 Mileage Reimbursement	1,000	
7141 Staff Development & Training	28,050	
7143 Membership Dues/Subscriptions	18,001	
7145 Uniforms	26,497	
7149 Employee Recog & Relations	1,000	
7213 Consulting Services	2,325	
7223 Data Processing Services	64,802	
7231 Telecommunications	39,900	
7233 Cable/Internet	2,840	
7235 Electric	2,700	
7237 Natural Gas	7,000	
7241 Custodial Services	16,900	
7247 Licenses & Permits	1,780	
7249 Record Retention & Doc Mgmt	4,382	
7263 Dispatch Services	317,324	
7269 Parking System Expenses	17,500	
7276 CALEA Accreditation Fee	4,745	
7277 Contribution to Other Agencies	23,120	
7301 Postage	0	
7303 Office Supplies	6,000	
7307 Printing and Publications	3,000	
7311 Gasoline & Oil	42,000	
7327 Building & Maintenance Supplies	2,000	
7341 Citizen's Police Academy	250	

**General Fund - 100****Police Department - Department 21 (cont)****Appropriation****Tax Levy  
Amount**

7343	Range Supplies	10,000	
7351	Emergency Management Supplies	0	
7353	Medical/Safety Supplies	1,500	
7359	Police Department Supplies	9,000	
7391	Computer Hrdwre, Software, Supplies	35,931	
7401	Building Maintenance	26,000	
7403	General Equipment Maintenance	4,550	
7405	Comp./Off. Equip. Maint.	9,740	
7407	Motor Vehicle Maintenance	25,000	
7409	Radio Maintenance	500	
7417	Parking System Maintenance	43,005	
7523	IRMA Premiums	40,000	
7525	Self-Insured Deductible	171,000	
7901	General Equipment	30,000	
7903	Computer Equipment	98,000	
7907	Motor Vehicles	290,000	
7591	Contingency	292,558	
<b>Total Police Department</b>		<b>6,143,708</b>	<b>3,033,891</b>

**General Fund - 100****Fire Department - Department 31****Appropriation****Tax Levy  
Amount**

7001	Full-Time Salaries	2,468,900	2,468,900
7003	Part-Time Salaries	56,500	56,500
7005	Longevity Pay	10,500	
7009	Vehicle Allowance	5,600	
7011	Overtime	206,000	206,000
7013	Reimbursable Overtime	0	
7023	Water Fund Cost Allocation	(21,189)	
7101	Social Security	15,757	
7103	Medicare	36,852	
7105	IMRF	36,852	
7109	Firefighters' Pension Contributions	1,084,541	
7111	Health Insurance	403,000	302,491
7113	Dental Insurance	12,000	
7115	Life Insurance	5,600	
7141	Staff Development & Training	27,510	
7143	Membership Dues/Subscriptions	8,105	
7145	Uniforms	29,125	
7149	Employee Recog and Relations	1,000	
7231	Telecommunications	19,500	
7233	Cable/Internet	900	
7235	Electric	350	
7237	Natural Gas	6,950	
7241	Custodial Services	1,170	
7247	Licenses & Permits	428	
7249	Record Retention & Doc Mgmt	480	
7263	Dispatch Services	169,599	
7301	Postage	500	
7303	Office Supplies	4,080	
7305	Breakroom Supplies	700	

**General Fund - 100****Fire Department - Department 31 (cont)**

	<b><u>Appropriation</u></b>	<b><u>Tax Levy Amount</u></b>
7307 Printing and Publications	675	
7311 Gasoline & Oil	18,000	
7313 Motor Vehicle Supplies	345	
7327 Building & Maintenance Supplies	7,840	
7329 Tools & Hardware	10,375	
7351 Emergency Management Supplies	400	
7353 Medical/Safety Supplies	15,950	
7355 Hazmat Supplies	2,400	
7357 Fire Department Supplies	5,100	
7391 Computer Hrdwre, Software, Supplies	17,431	
7401 Building Maintenance	14,000	
7403 General Equipment Maintenance	11,260	
7405 Comp./Off. Equip. Maint.	4,812	
7407 Motor Vehicle Maintenance	57,300	
7409 Radio Maintenance	10,400	
7523 IRMA Premiums	39,645	
7525 Self-Insured Deductible	30,000	
7907 Motor Vehicles	50,000	
7909 Buildings	290,000	
7591 Contingency	258,862	
<b>Total Fire Department</b>	<b>5,436,105</b>	<b>3,033,891</b>

**General Fund - 100****Public Services Department - Department 41**

	<b><u>Appropriation</u></b>	<b><u>Tax Levy Amount</u></b>
7001 Full-Time Salaries	1,457,193	
7005 Longevity Pay	4,000	
7009 Vehicle Allowance	8,400	
7011 Overtime	84,750	
7023 Water Fund Cost Allocation	(146,897)	
7101 Social Security	91,115	
7103 Medicare	17,823	
7105 IMRF	129,325	
7111 Health Insurance	229,500	
7113 Dental Insurance	7,650	
7115 Life Insurance	3,100	
7141 Staff Development & Training	7,650	
7143 Membership Dues/Subscriptions	9,470	
7145 Uniforms	15,440	
7147 Overtime Meals	2,200	
7203 Engineering & Architects	10,000	
7205 Biennial Bridge Inspections	5,000	
7213 Consulting Services	5,000	
7231 Telecommunications	8,150	
7235 Electric	101,750	
7237 Natural Gas	20,250	
7241 Custodial Services	58,362	
7245 Dumping/Refuse Removal	21,150	
7247 Licenses & Permits	396	
7253 Street Sweeping	63,203	

**General Fund - 100****Public Services Department - Department 41 (cont)**

<u>Appropriation</u>	<u>Tax Levy Amount</u>
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7255 Mosquito Abatement	55,496
7257 Tree Removals	67,000
7259 Tree Pruning	83,544
7261 Elm/Ash Tree Treatments	123,540
7267 Third Party Review	55,000
7271 Equipment Rental	1,500
7275 Holiday Decorating	11,271
7299 Other Services	3,300
7303 Office Supplies	2,825
7305 Breakroom Supplies	1,400
7307 Printing and Publications	2,320
7311 Gasoline & Oil	38,450
7313 Motor Vehicle Supplies	2,300
7323 Chemicals	112,930
7325 Laboratory Supplies	75
7327 Building Maintenance Supplies	6,200
7329 Tools & Hardware	15,385
7331 Trees	90,100
7353 Medical/Safety Supplies	1,300
7391 Computer Hrdwre, Software, Supplies	6,700
7399 Non-Caitalized Equipment	7,000
7401 Building Maintenance	50,386
7403 General Equipment Maintenance	10,600
7405 Comp./Off. Equip. Maint.	6,204
7407 Motor Vehicle Maintenance	41,797
7409 Radio Maintenance	800
7411 Landscaping & Grounds Maint	91,690
7413 Street & Sidewalk Maintenance	56,074
7415 Traffic & Street Light Maint	54,370
7427 Parking Deck Maintenance	70,358
7523 IRMA Premiums	30,633
7525 Self-Insured Deductible	40,000
7901 General Equipment	37,500
7907 Motor Vehicles	308,000
7909 Buildings	260,000
7913 Parking Lots	70,000
7591 Contingency	201,501

Total Public Services Department	4,231,529	0
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**General Fund - 100****Community Dev. Department - Department 51**

<u>Appropriation</u>	<u>Tax Levy Amount</u>
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7001 Full-Time Salaries	625,700
7003 Part-Time Salaries	65,000
7005 Longevity Pay	2,200
7009 Vehicle Allowance	4,200
7011 Overtime	5,000
7023 Water Fund Cost Allocation	(171,983)
7101 Social Security	43,220
7103 Medicare	10,108
7105 IMRF	61,345
7111 Health Insurance	92,500
7113 Dental Insurance	2,450

**General Fund - 100****Community Dev. Department - Department 51 (cont)****Appropriation****Tax Levy  
Amount**

7115	Life Insurance	1,125	
7133	Mileage Reimbursement	100	
7141	Staff Development & Training	3,200	
7143	Membership Dues/Subscriptions	2,250	
7145	Uniforms	750	
7213	Consulting Services	15,000	
7223	Data Processing Services	12,800	
7231	Telecommunications	7,200	
7249	Record Retention & Doc Mgmt	7,500	
7265	Outside Inspectors	25,500	
7267	Third Party Review	10,000	
7303	Office Supplies	5,000	
7305	Breakroom Supplies	400	
7307	Printing and Publications	1,200	
7311	Gasoline & Oil	1,500	
7329	Tools & Hardware	250	
7353	Medical/Safety Supplies	375	
7399	Non-Capitalized Equipment	1,000	
7405	Comp & Office Equipment Maintenance	4,340	
7407	Motor Vehicle Maintenance	1,500	
7523	IRMA Premiums	6,782	
7525	Self-Insured Deductible	2,500	
7591	Contingency	42,501	
Total Community Development		892,513	0

**General Fund - 100****Parks & Recreation Department - Department 61****Appropriation****Tax Levy  
Amount**

7001	Full-Time Salaries	493,100	
7003	Part-Time Salaries	298,900	
7005	Longevity Pay	1,200	
7009	Vehicle Allowance	4,200	
7011	Overtime	7,500	
7023	Water Fund Cost Allocation	(20,673)	
7101	Social Security	49,439	
7103	Medicare	11,562	
7105	IMRF	47,203	
7111	Health Insurance	110,000	
7113	Dental Insurance	3,300	
7115	Life Insurance	1,060	
7133	Mileage Reimbursement	400	
7141	Staff Development & Training	7,475	
7143	Membership Dues/Subscriptions	2,692	
7145	Uniforms	8,515	
7223	Data Processing Services	15,250	
7231	Telecommunications	12,550	
7233	Cable/Internet	3,150	
7235	Electric	62,750	
7237	Natural Gas	26,050	
7241	Custodial Services	21,750	
7245	Dumping/Refuse Removal	15,000	

**General Fund - 100****Parks & Recreation Department - Department 61 (cont)**

	<b><u>Appropriation</u></b>	<b><u>Tax Levy Amount</u></b>
7247 Licenses & Permits	6,200	
7271 Equipment Rental	7,875	
7273 Recreation Programming	256,650	83,692
7303 Office Supplies	4,550	
7307 Printing and Publications	32,440	
7311 Gasoline & Oil	9,000	
7323 Chemicals	19,600	
7327 Building Maintenance Supplies	17,200	
7329 Tools & Hardware	1,850	
7353 Medical/Safety Supplies	1,420	
7361 Recreation Supplies	37,000	
7363 KLM Event Supplies	6,350	
7399 Non-Capitalized Equipment	15,399	
7401 Building Maintenance	62,525	
7403 General Equipment Maintenance	19,700	
7405 Comp./Off. Equip. Maint.	4,000	
7407 Motor Vehicle Maintenance	2,500	
7411 Landscaping & Grounds Maint	201,350	
7419 Parks Maintenance	2,500	
7513 Bank Fees	13,700	
7523 IRMA Premiums	17,959	
7525 Self-Insured Deductible	7,500	
7901 General Equipment	117,000	
7907 Motor Vehicles	38,350	
7909 Buildings	185,000	
7911 Land/Grounds	121,855	
7591 Contingency	119,592	
<b>Total Parks &amp; Recreation Department</b>	<b>2,511,438</b>	<b>83,692</b>

**Motor Fuel Tax Fund - 200**

	<b><u>Appropriation</u></b>	<b><u>Tax Levy Amount</u></b>
7740 Transfer to MIP Projects Fund	1,250,000	
7990 Contingency for Unforeseen Expenses	62,500	
<b>Total</b>	<b>1,312,500</b>	<b>0</b>

**Foreign Fire Insurance Fund - 210**

	<b><u>Appropriation</u></b>	<b><u>Tax Levy Amount</u></b>
7141 Staff Development and Training	15,000	
7145 Uniforms	6,000	
7391 Comp Hardware, Software, & Supplies	7,000	
7399 Non-Capitalized Equipment	48,000	
7521 Officials Bonds	600	
7591 Contingency for Unforeseen Expenses	7,660	
<b>Total</b>	<b>84,260</b>	<b>0</b>



<b><u>Debt Service Funds - 300-310</u></b>		<b><u>Appropriation</u></b>	<b><u>Tax Levy Amount</u></b>
7601	Bond Principal Payment	2,020,000	2,075,000
7605	Interest Expense	1,162,982	1,104,068
7607	Bond Paying Agent Fees	3,325	
7591	Contingency for Unforeseen Expenses	159,315	
	Total	3,345,622	3,179,068

<b><u>MIP Infrastructure Projects Fund-400</u></b>		<b><u>Appropriation</u></b>	<b><u>Tax Levy Amount</u></b>
7203	Engineering & Architects	388,000	
7730	Transfer to Debt Service Funds	2,747,534	
7762	Transfer to Water Capital	500,000	
7915	Street Improvements	3,343,400	
7921	Sidewalks	120,000	
7591	Contingency for Unforeseen Expenses	354,947	
	Total	7,453,881	0

<b><u>Water &amp; Sewer Oper. Fund - 600</u></b>		<b><u>Appropriation</u></b>	<b><u>Tax Levy Amount</u></b>
7001	Full-Time Salaries	667,500	
7005	Longevity Pay	4,000	
7011	Overtime	80,000	
7023	Water Fund Cost Allocation	1,262,080	
7101	Social Security	46,593	
7103	Medicare	10,897	
7105	IMRF	66,132	
7111	Health Insurance	79,487	
7113	Dental Insurance	3,025	
7115	Life Insurance	1,448	
7141	Staff Development & Training	1,000	
7143	Membership Dues/Subscriptions	8,320	
7145	Uniforms	3,700	
7147	Overtime Meals	350	
7203	Engineering & Architects	6,300	
7223	Data Processing Services	12,600	
7231	Telecommunications	21,000	
7233	Cable/Internet	1,800	
7235	Electric	53,000	
7237	Natural Gas	10,250	
7239	FLAGG Creek Sewer Charges	5,600	
7241	Custodial Services	7,800	
7245	Dumping	15,800	
7299	Other Services	6,280	
7301	Postage	15,000	
7303	Office Supplies	400	
7305	Breakroom Supplies and Coffee	400	
7307	Printing and Publications	2,625	
7311	Gasoline & Oil	10,000	
7321	DWC Cost	4,710,000	
7323	Chemicals	3,000	
7325	Laboratory Supplies	350	

<b><u>Water &amp; Sewer Oper. Fund - 600</u></b>		<b><u>Appropriation</u></b>	<b><u>Tax Levy Amount</u></b>
7327	Building and Maintenance Supplies	750	
7329	Tools & Hardware	3,270	
7353	Medical/Safety Supplies	750	
7391	Comp Hardware, Software, & Supplies	100	
7399	Non-Capitalized Equipment	25,000	
7401	Building Maintenance	14,816	
7403	General Equipment Maintenance	4,325	
7405	Comp & Off Equipment Maintenance	350	
7407	Motor Vehicle Maintenance	5,082	
7423	Water System Maintenance	133,130	
7425	Sewer System Maintenance	74,291	
7511	Utility Tax	414,750	
7523	IRMA Premiums	79,633	
7525	Self-Insured Deductible	2,500	
7599	Miscellaneous Expense	750	
7603	Loan Principal Payment	191,478	
7605	Interest Expense	27,123	
7763	Transfer to Water Alt Bond	170,500	
7901	General Equipment	255,500	
7907	Motor Vehicles	46,000	
7591	Contingency for Unforeseen Expenses	428,342	
	Total	8,995,177	0

<b><u>Water &amp; Sewer Capital Fund - 620</u></b>		<b><u>Appropriation</u></b>	<b><u>Tax Levy Amount</u></b>
7917	Water Mains	300,000	
7919	Sewers	40,000	
7591	Contingency for Unforeseen Expenses	17,000	
	Total	357,000	0

<b><u>Water &amp; Sewer 2014A Bond Fund-632</u></b>		<b><u>Appropriation</u></b>	<b><u>Tax Levy Amount</u></b>
7601	Bond Principal Payment	135,000	135,000
7605	Interest Expense	35,500	32,125
7591	Contingency for Unforeseen Expenses	8,525	
	Total	179,025	167,125

<b><u>Police Pension Fund - 700</u></b>		<b><u>Appropriation</u></b>	<b><u>Tax Levy Amount</u></b>
7031	Pension Payments	2,040,467	736,446
7033	Disability Payments	112,822	
7141	Staff Development and Training	3,500	
7143	Membership Dues/Subscriptions	795	
7201	Legal Expenses	10,000	
7209	Accounting Services	12,875	
7211	Actuarial Services	3,605	
7299	Other Services	136,105	
7513	Bank fees	1,000	
7599	Miscellaneous Expenses	6,500	
7591	Contingency for Unforeseen Expenses	232,767	
	Total	2,560,436	736,446

<b><u>Firefighters' Pension Fund - 710</u></b>		<b><u>Appropriation</u></b>	<b><u>Tax Levy Amount</u></b>
7031	Pension Payments	1,621,133	1,158,406
7033	Disability Payments	297,695	
7141	Staff Development and Training	2,500	
7143	Membership Dues/Subscriptions	795	
7201	Legal Expenses	8,240	
7209	Accounting Services	12,669	
7211	Actuarial Services	3,821	
7299	Other Services	49,993	
7513	Bank fees	1,000	
7599	Miscellaneous Expenses	8,460	
7591	Contingency for Unforeseen Expenses	200,631	
	Total	2,206,937	1,158,406

<b><u>Library Operations Fund - 900</u></b>		<b><u>Appropriation</u></b>	<b><u>Tax Levy Amount</u></b>
7001	Full-Time Salaries	1,030,000	1,030,000
7003	Part-Time Salaries	525,000	525,000
7005	Longevity Pay	400	400
7101	Social Security	97,213	113,000
7103	Medicare	22,553	(113,000)
7105	IMRF	100,076	100,076
7111	Health Insurance	170,000	170,000
7115	Life Insurance	2,200	2,200
7119	Unemployment Compensation	1,000	1,000
7139	Personnel Expenses	1,000	1,000
7513	Bank Fees	600	600
7523	IRMA Premiums	36,200	36,200
7525	Self-Insured Deductible	10,000	10,000
7730	Transfer to Debt Service Funds	252,912	252,912
7791	Transfer to Library Capital	170,000	170,000
7801	Staff Development	22,000	22,000
7802	Strategic Plan Implementation	70,000	70,000
7803	Staff Recognition	3,000	3,000
7807	Marketing and Outreach	36,000	36,000
7809	Library Programs-Youth	20,000	20,000
7811	Library Programs-Adult	10,000	10,000
7813	Youth Materials	70,000	70,000
7815	Adult Materials	115,000	115,000
7817	Databases	60,000	60,000
7819	Periodicals	22,000	22,000
7821	Ebooks	90,000	90,000
7823	Materials Management Supplies	12,000	12,000
7824	Lost Books	1,500	1,500
7825	Catalog Services	40,012	40,012
7827	Hardware	40,000	40,000
7829	Computer Support & Software	75,000	75,000
7831	Custodial	38,000	38,000
7833	Utilities	13,000	13,000
7835	Janitorial-Maintenance Supplies	10,000	10,000

<b><u>Library Operations Fund - 900 (cont)</u></b>		<b><u>Appropriation</u></b>	<b><u>Tax Levy Amount</u></b>
7837	Building Maintenance Contract	11,000	11,000
7839	Misc Repairs-Improvements	40,000	40,000
7841	Legal Expenses	5,000	5,000
7843	Planning Services	60,000	60,000
7845	Misc Contractual Services	5,000	5,000
7847	Postage	2,500	2,500
7849	Telephone	12,000	12,000
7851	Accounting	40,000	40,000
7853	Vending Supplies and Services	500	500
7855	Office Supplies	14,000	14,000
7857	Copier Service and Supplies	25,000	25,000
7859	Misc Supplies	1,400	1,400
7861	Board Development	2,000	2,000
7863	Special Events	5,000	5,000
7865	Helen O'Neill Scholarship	500	500
7867	Art Expenditures	5,000	5,000
7868	Donations Expenses	50,000	50,000
7869	Friends Pledges Expense	50,000	50,000
7870	Foundation Expenses	0	0
7873	Misc Expense	1,400	1,400
7591	Contingency	33,970	
	Total	3,530,936	3,377,200

<b><u>Library Capital Projects Fund - 910</u></b>		<b><u>Appropriation</u></b>	<b><u>Amount</u></b>
7909	Buildings	150,000	160,832
7591	Contingency for Unforeseen Expenses	100,000	0
	Total	250,000	160,832

**All Funds Summary**

General Fund - 100

Departments - 11 thru 61

Motor Fuel Tax Fund - 200

Foreign Fire Insurance Fund - 210

Debt Service Funds - 300-310

MIP Infrastructure Project Fund - 400

Water &amp; Sewer Operations Fund - 600

Water &amp; Sewer Capital Fund - 620

Water &amp; Sewer Debt Service Fund - 632

Police Pension Fund - 700

Firefighters' Pension Fund - 710

Library Funds - 900 &amp; 910

Total All Funds

**Appropriation****Tax Levy****Amount**

24,707,872

6,151,474

1,312,500

0

84,260

0

3,345,622

3,179,068

7,453,881

0

8,995,177

0

357,000

0

179,025

167,125

2,560,436

736,446

2,206,937

1,158,406

3,780,936

3,538,032

54,983,64614,930,551**Levy Summary**

Police Protection

3,033,891

Fire Protection

3,033,891

Police Pension

736,446

Firefighters Pension

1,100,486

Firefighters Pension P.A. 93-0689 Contbituion

57,920

Recreation Programs for Handicapped

83,692

Bond &amp; Interest

3,346,193

Total Village Levy

11,392,519

Total Library Levy

3,538,032

Total Levy

14,930,551

Less: Debt Service Abatements

(3,180,518)

Total Levy Less Abatements

11,750,033

VILLAGE OF HINSDALE

RESOLUTION NO. R2022-

**A RESOLUTION abating the tax hereto levied for the year 2022 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, 2023; and

WHEREAS it is necessary and in the best interests of the Village that the tax heretofore levied for the year 2022 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 2022 in the Ordinance for the purpose of paying the principal of and interest on said Bonds to December 15, 2023 is hereby abated in its entirety in the amount of \$268,712.50.

*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 2022 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 13<sup>th</sup> day of December, 2022.

AYES:

NAYS:

ABSENT:

APPROVED this 13<sup>th</sup> day of December, 2022.

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Village President

ATTEST:

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Village Clerk

VILLAGE OF HINSDALE

RESOLUTION NO. R2022-

**A RESOLUTION abating the tax hereto levied for the year 2022 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, 2023 and

WHEREAS it is necessary and in the best interests of the Village that the tax heretofore levied for the year 2022 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 2022 in the Ordinance for the purpose of paying the principal of and interest on said Bonds to December 15, 2023 is hereby abated in its entirety in the amount of \$167,125.00.

*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 2022 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 13<sup>th</sup> day of December, 2022.

AYES:

NAYS:

ABSENT:

APPROVED this 13th day of December, 2022.

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Village President

ATTEST:

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Village Clerk

VILLAGE OF HINSDALE

RESOLUTION NO. R2022-

**A RESOLUTION abating the tax hereto levied for the year 2022 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, 2023 and

WHEREAS it is necessary and in the best interests of the Village that the tax heretofore levied for the year 2022 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 2022 in the Ordinance for the purpose of paying the principal of and interest on said Bonds to December 15, 2023 is hereby abated in its entirety in the amount of \$357,330.00.

*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 2022 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 13<sup>th</sup> day of December 2022.

AYES:

NAYS:

ABSENT:

APPROVED this 13<sup>th</sup> day of December 2022.

---

Village President

ATTEST:

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Village Clerk

VILLAGE OF HINSDALE

RESOLUTION NO. R2022-

**A RESOLUTION abating the tax hereto levied for the year 2022 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, 2023 and

WHEREAS it is necessary and in the best interests of the Village that the tax heretofore levied for the year 2022 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 2022 in the Ordinance for the purpose of paying the principal of and interest on said Bonds to December 15, 2023 is hereby abated in its entirety in the amount of \$670,037.50.

*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 2022 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 13<sup>th</sup> day of December 2022.

AYES:

NAYS:

ABSENT:

APPROVED this 13<sup>th</sup> day of December 2022.

---

Village President

ATTEST:

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Village Clerk

VILLAGE OF HINSDALE

RESOLUTION NO. R2022-

**A RESOLUTION abating the tax hereto levied for the year 2022 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, 2023 and

WHEREAS it is necessary and in the best interests of the Village that the tax heretofore levied for the year 2022 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 2022 in the Ordinance for the purpose of paying the principal of and interest on said Bonds to December 15, 2023 is hereby abated in its entirety in the amount of \$1,410,562.50.

*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 2022 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 13<sup>th</sup> day of December 2022.

AYES:

NAYS:

ABSENT:

APPROVED this 13<sup>th</sup> day of December 2022.

---

Village President

ATTEST:

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Village Clerk

VILLAGE OF HINSDALE

RESOLUTION NO. R2022-

**A RESOLUTION abating the tax hereto levied for the year 2022 to pay the principal of and interest on \$2,655,000 General Obligation Refunding Bonds (Alternate Revenue Source), Series 2021, 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 O2021-26, adopted on the 10th day of August, 2021 (the "*Ordinance*"), did provide for the issuance of up to \$2,655,000 General Obligation Refunding Bonds (Alternate Revenue Source) Series 2021 (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 O2021-26, on August 10, 2021 Village officials approved a Bond Order for the sale of bonds in the aggregate amount of \$2,655,000 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, 2023; and

WHEREAS it is necessary and in the best interests of the Village that the tax heretofore levied for the year 2022 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 2022 in the Ordinance for the purpose of paying the principal of and interest on said Bonds to December 15, 2023 is hereby abated in its entirety in the amount of \$306,750.00.

*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 2022 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 13<sup>th</sup> day of December, 2022.

AYES:

NAYS:

ABSENT:

APPROVED this 13<sup>th</sup> day of December, 2022.

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Village President

ATTEST:

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Village Clerk

## MEMORANDUM

**Date:** November 15, 2022  
**To:** Village President and Board of Trustees  
**From:** Alison Brothen, Finance Director  
**RE:** 2022 Proposed Tax Levy

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At its November 3, 2022 meeting, the Village Board approved the tentative 2022 Village and Library tax levy of \$11,750,033 net of abatements, which represents a 5.76% increase over the 2021 extended tax levy. Under the requirements of the Truth-In-Taxation Act (35 ILCS 200/18) the Village is required to hold a public hearing as the increase in the levy is more than the 5% increase required to mandate a public hearing on the tax levy.

The Police and Firefighters' Pension Fund contributions included in the Tax Levy Ordinance are based on actuarial studies performed by actuary 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 2022 tax levy is \$736,446, an increase of \$89,822 from the prior year. The statutory minimum contribution to the Firefighter's Pension Fund is \$1,158,406, an increase of \$16,799 from the prior year. Of this contribution amount, \$1,100,486 is subject to the tax cap and \$57,920 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 2022 tax levy, the Police Pension Fund has requested a Village contribution of \$1,257,927; the Firefighters' Pension Fund has requested a Village contribution of \$1,831,715. 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 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) for determining the minimum contributions.

In November 2019, the General Assembly passed legislation regarding pension reform. The Act provides for the mandatory consolidation of the investment assets of Illinois' downstate and suburban police officers' and firefighters' pension funds into two new investment funds. The Act creates one investment fund for police officers, the Illinois Police Officers' Pension Investment Fund (IPOPIF), and one investment fund for firefighters, the Illinois Firefighters' Pension Investment Fund (IFPIF).

Both the Hinsdale Firefighters' Pension Fund and Police Pension Fund have transitioned their investments to their respective state fund during 2022.

In future years, the minimum required tax levy is expected to be calculated by a qualified actuary retained by the consolidated investment funds instead of the Village actuary. If a change occurs in an actuarial or investment assumption that increases or decreases the employer contribution to each fund, the Act stipulates that such a change will be implemented over three years in equal annual amounts. The Village will still be required to have an actuarial study performed annually in order to comply with financial reporting rules mandated by the Government Accounting Standards Board (GASB).

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.



September 12, 2022

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 Illinois Department of Insurance, for purposes of this year's tax levy request. The valuation from the Village's actuaries (MWM Consulting Group) was not available for review.

The Pension Board voted to request that the Village Board levy in December 2022 and contribute in the next fiscal year the recommended amount of **\$1,744,490**. 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 **\$87,225**. Please note the following:

- The recommended contribution has decreased almost \$50,000 from the prior year. The modest decrease is primarily attributable to excellent investment returns in 2021, offset in part by a loss associated with more retirements than expected.
- For the fiscal year ending December 31, 2021, the Fund's net return on investments was 12.90%. When smoothed over a five-year period, the net return on the actuarial value of assets improved to 11.39%. In January of 2022, the Fund's assets were transferred to the new Firefighters' Pension Investment Fund (FPIF) who will be responsible for the Fund's investments going forward. You can learn more about FPIF and review its asset allocation and investment returns at its website, <https://ifpif.org>.
- The Fund paid more than \$1.8 million in benefits in the fiscal year 2021. The Fund ended the year with more than \$26 million in assets. The Village's contribution in the fiscal year 2020 was only \$1,163,485. The net cash flow ratio increased to -2.0% which indicates that contributions are not currently covering the Fund's benefit payments and administrative expenses.

Note that the DOI's calculation of the statutory minimum contribution is \$1,265,086, using a 6.5% investment return assumption. It continues to be the Pension Board's position that the statutory minimum approach is not a financially sound approach to funding.

Next year FPIF will take over the responsibility to promulgate actuarial valuations for all 296 firefighter pension funds. Given the likelihood that FPIF will follow a statutory minimum approach in providing those valuations and be unable to provide GASB reporting, the Board urges the Village to consider collaborating to secure one private actuarial valuation and GASB report based on sound funding principles.

Enclosed is the Foster & Foster and DOI actuarial valuations, along with the municipal compliance report (MCR), for your review. If you have any questions regarding the Board's request, please let us know.

Sincerely,

**HINSDALE FIREFIGHTERS' PENSION FUND**

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William Claybrook, President

Enclosures: Foster & Foster and DOI Actuarial Valuations, Municipal Compliance Report  
cc: Alison Brothen, Finance Director, Village of Hinsdale (w/ enclosures)

# HINSDALE FIREFIGHTERS PENSION FUND

## Actuarial Valuation Report

Showing Assets and Liabilities of the Fund in  
Accordance with Actuarial Reserve Requirements  
as of January 1, 2022

### Summary

Accrued Liability	\$37,608,077
Actuarial Value of Assets	\$23,482,724
Unfunded Accrued Liability	<u>\$14,125,353</u>

Funded Ratio 62%

### Liabilities

#### Reserves for Annuities and Benefits in Force

	Head Count:	Present Value:	
Retirement Annuities	19	19,228,466	
Disability Annuities	5	4,534,198	
Surviving Spouse Annuities	3	1,842,998	
Minor Dependent Annuities	0	0	
Deferred Retirement Annuities	1	37,155	
Handicapped Dependent Annuities	0	0	
Dependent Parent Annuities	0	0	
Terminated Liabilities	4	<u>74,062</u>	
Total:	<u>32</u>		\$25,716,879

Accrued Liabilities for Active Members	22	<u>\$11,891,198</u>
Total Accrued Liabilities		\$37,608,077
Total Normal Cost for Active Members		\$708,298
Total Normal Cost as a Percentage of Payroll		31%

Total Annual Payroll \$2,287,343

#### Amortization of Unfunded Liabilities:

Total Accrued Liability	\$37,608,077
90% Funded Ratio Target	\$33,847,269
Actuarial Value of Assets	\$23,482,724
Liabilities Subject to Amortization	\$10,364,545
Amortization Period	19 years
Amortization Payment, Beginning of Year	\$696,906

This report is provided to the Board and Municipality as part of the Public Pension Division advisory services under Section 1A-106 of the Illinois Pension Code. This report should not be relied upon for purposes other than determining the current tax levy required under the Illinois Pension Code. The assumptions have been set based on expectations for all Article 4 funds in the State of Illinois. The actuarial methods are prescribed by the Illinois Pension Code and do not necessarily represent the approach recommended by either the actuary or the Department of Insurance. This report was prepared under the direct supervision of the undersigned:

Brad Lee Armstrong (Enrolled Actuary #17-5614)  
Lance Weiss (Enrolled Actuary #17-2468)  
GRS

Deputy Director  
Public Pension Division  
Illinois Department of Insurance

**HINSDALE FIREFIGHTERS PENSION FUND**  
**Actuarial Valuation Report**

**Assets**

**Actuarial Value of Assets**

**Current Year Gain/(Loss):**

Market value of assets as of December 31, 2020	\$23,579,425
Benefit payments during fiscal year 2021	(1,861,823)
Administrative expense during fiscal year 2021	(43,732)
Total contributions during fiscal year 2021	1,383,831
Expected return during fiscal year 2021	1,515,707
Expected market value of assets as of December 31, 2021	<u>\$24,573,408</u>
 Actual market value of assets as of December 31, 2021	 \$26,070,213
 Investment gain/(loss) during the fiscal year	 \$1,496,805

**Development of Actuarial Value of Assets (market value less unrecognized amounts):**

Market value of assets as of December 31, 2021	\$26,070,213
Unrecognized gain/(loss) from fiscal 2021	1,197,444
Unrecognized gain/(loss) from fiscal 2020	1,035,726
Unrecognized gain/(loss) from fiscal 2019	285,979
Unrecognized gain/(loss) from fiscal 2018	68,340
Actuarial value of assets as of December 31, 2021	<u>\$23,482,724</u>

**Actuarially Determined Employer Contributions**

Actuarially determined amount to provide the employer normal cost based on the annual payroll of active participants as of January 1, 2022.	\$490,968
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Amount necessary to amortize the unfunded accrued liability as determined by the State of Illinois Department of Insurance over the remaining 19 years as prescribed by Section 4-118 of the Illinois Pension Code.	\$696,906
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Interest to the end of the fiscal year.	\$77,212
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Total suggested amount of employer contributions to arrive at the annual requirements of the fund as prescribed by Section 4-118 of the Illinois Pension Code. *	\$1,265,086
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\*The above figure is the suggested amount which should be obtained by the fund from the municipality exclusive of any other items of income, such as interest on investments, contributions from participants, etc. These items have already been taken into consideration in arriving at this amount.

# HINSDALE FIREFIGHTERS PENSION FUND

## Actuarial Valuation Report

### Actuarial Information

The following methods have been prescribed in accordance with Section 4-118 of the Illinois Pension Code.

Funding method	Projected Unit Credit
Amortization method	Normal cost, plus an additional amount (determined as a level percentage of payroll) to bring the plan's funded ratio to 90% by the end of fiscal year 2040.
Asset valuation method	Investment gains and losses are recognized over a 5-year period.

### Actuarial Assumptions

Interest rate	6.50%
Interest rate, prior fiscal year	6.50%
Healthy mortality rates - Male	RP-2014 Healthy Annuitant with Blue Collar Adjustment, males
Healthy mortality rates - Female	RP-2014 Healthy Annuitant with Blue Collar Adjustment, females
Disability mortality rates - Male	115% of RP-2014 Healthy Annuitant with Blue Collar Adjustment, males
Disability mortality rates - Female	115% of RP-2014 Healthy Annuitant with Blue Collar Adjustment, females
Decrements other than mortality	Experience tables
Rate of service-related deaths	20%
Rate of service-related disabilities	80%
Salary increases	Service-related table with rates grading from 12.50% to 3.50% at 31 years of service
Payroll growth	3.50%
Tier 2 cost-of-living adjustment	1.25%
Marital assumptions for active members	80% of members are assumed to be married; male spouses are assumed to be 3 years older than female spouses.

The actuarial assumptions used for determining the above amounts are based on experience for all Article 4 funds for the State of Illinois in aggregate. The Department of Insurance has approved the above actuarial assumptions. Contact the Department of Insurance for complete experience tables.

### Data and Fund Information

The above valuation uses personnel data as reported to the Department of Insurance in the Schedule P. Specifically, the following data items have been determined as of the date of the Actuarial Valuation Report: attained age, annual salary or pension, completed years of service of each individual participant.

The fund specific information used in the production of this document was provided to the Department of Insurance by your pension fund board of trustees through the fund's annual statement filing.

Additional critical information regarding actuarial assumptions and methods, and important actuarial disclosures are provided in the Actuarial Valuation Report Disclosures Document located on the following Illinois DOI Website (<https://insurance.illinois.gov/Applications/Pension/FOIAReporting/FOIAPortal.aspx>)



THE VILLAGE OF HINSDALE, ILLINOIS  
FIREFIGHTERS' PENSION FUND

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PUBLIC ACT 95-0950  
MUNICIPAL COMPLIANCE REPORT

FOR THE FISCAL YEAR ENDED  
DECEMBER 31, 2021



Lauterbach & Amen, LLP

CERTIFIED PUBLIC ACCOUNTANTS

668 NORTH RIVER RD. • NAPERVILLE, ILLINOIS 60563

PHONE 630.393.1483 • FAX 630.393.2516

[www.lauterbachamen.com](http://www.lauterbachamen.com)

September 20, 2022

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 December 31, 2021. 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*

LAUTERBACH & AMEN, LLP

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

**Public Act 95-950 - Municipal Compliance Report  
For the Fiscal Year Ending December 31, 2021**

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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:

	<u>Current Fiscal Year</u>	<u>Preceding Fiscal Year</u>
Total Cash and Investments (including accrued interest)	<u>\$26,072,386</u>	<u>\$23,588,827</u>
Total Net Position	<u>\$26,070,213</u>	<u>\$23,579,425</u>

- 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	<u>\$231,200</u>
Estimated Receipts - All Other Sources	
Investment Earnings	<u>\$1,694,700</u>
Municipal Contributions	<u>\$1,744,490</u>

- 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	<u>\$1,265,086</u>
Private Actuary - Foster & Foster	
Recommended Municipal Contributions	<u>\$1,744,490</u>
Statutory Municipal Contributions	<u>\$1,428,711</u>

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

**Public Act 95-950 - Municipal Compliance Report  
For the Fiscal Year Ending December 31, 2021**

- 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	\$3,009,159	\$3,076,687
Assumed Investment Return		
Illinois Department of Insurance	6.50%	6.50%
Private Actuary - Foster & Foster	6.50%	6.50%
Actual Investment Return	12.12%	13.78%

- 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	\$87,225

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

Number of Active Members	22
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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:

	Number of	Total Amount Disbursed
(i) Regular Retirement Pension	19	\$1,404,971
(ii) Disability Pension	5	\$289,023
(iii) Survivors and Child Benefits	3	\$167,828
Totals	27	\$1,861,823

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

**Public Act 95-950 - Municipal Compliance Report  
For the Fiscal Year Ending December 31, 2021**

8) The funded ratio of the fund:

	Current Fiscal Year	Preceding Fiscal Year
Illinois Department of Insurance	62.44%	58.75%
Private Actuary - Foster & Foster	60.12%	55.91%

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

Unfunded Liability:

Illinois Department of Insurance	\$14,125,353
Private Actuary - Foster & Foster	\$15,627,692

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 \_\_\_\_\_ day of \_\_\_\_\_, 2022

President \_\_\_\_\_ Date \_\_\_\_\_

Secretary \_\_\_\_\_ Date \_\_\_\_\_

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

**Public Act 95-950 - Municipal Compliance Report  
For the Fiscal Year Ending December 31, 2021**

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**INDEX OF ASSUMPTIONS**

- 1) Total Cash and Investments - as Reported at Market Value in the Audited Financial Statements for the Years Ended December 31, 2021 and 2020.

Total Net Position - as Reported in the Audited Financial Statements for the Years Ended December 31, 2021 and 2020.

- 2) Estimated Receipts - Employee Contributions as Reported in the Audited Financial Statements for the Year Ended December 31, 2021 plus 4.93% 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 December 31, 2021, times 6.5% (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 December 31, 2021.

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

Illinois Department of Insurance - Suggested Amount of Tax Levy as Reported in the December 31, 2021 Actuarial Valuation.

Private Actuary - Foster & Foster:

Recommended Amount of Tax Levy as Reported by Foster & Foster in the December 31, 2021 Actuarial Valuation.

Statutorily Required Amount of Tax Levy as Reported by Foster & Foster in the December 31, 2021 Actuarial Valuation.

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

**Public Act 95-950 - Municipal Compliance Report  
For the Fiscal Year Ending December 31, 2021**

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**INDEX OF ASSUMPTIONS**

- 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 December 31, 2021 and 2020.

Assumed Investment Return:

Illinois Department of Insurance - Current and Preceding Fiscal Year Interest Rate Assumption as Reported in the Years Ended December 31, 2021 and 2020 Actuarial Valuations.

Private Actuary - Current and Preceding Fiscal Year Interest Rate Assumption as Reported in the Years Ended December 31, 2021 and 2020 Actuarial Valuations.

Actual Investment Return -Net Income Received from Investments as Reported Above as a Percentage of the Average of the Beginning and Ending Balances of the Fiscal Year Cash Investments, Excluding Net Investment Income, Gains, and Losses for the Fiscal Year Return Being calculated, as Reported in the Audited Financial Statements for the Fiscal Years Ended December 31, 2021 and 2020.

- 5) Illinois Department of Insurance - Amount of total suggested tax levy to be excluded from the property tax extension limitation law as contemplated by 35 ILCS 200/18-185.

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

**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 December 31, 2021 - Schedule P.
- 7) (i) Regular Retirement Pension - Illinois Department of Insurance Annual Statement for December 31, 2021 - 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  
FIREFIGHTERS' PENSION FUND**

**Public Act 95-950 - Municipal Compliance Report  
For the Fiscal Year Ending December 31, 2021**

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**INDEX OF ASSUMPTIONS**

**8) The funded ratio of the fund:**

Illinois Department of Insurance - Current and Preceding Fiscal Year Net Present Assets as a percentage of Total Assets as Reported in the December 31, 2021 and 2020 Actuarial Valuations.

Private Actuary - Current and Preceding Fiscal Year Net Present Assets as a percentage of Total Assets as Reported in the December 31, 2021 and 2020 Actuarial Valuations.

**9) Unfunded Liability:**

Illinois Department of Insurance - Deferred Asset (Unfunded Accrued Liability) as Reported in the December 31, 2021 Actuarial Valuation.

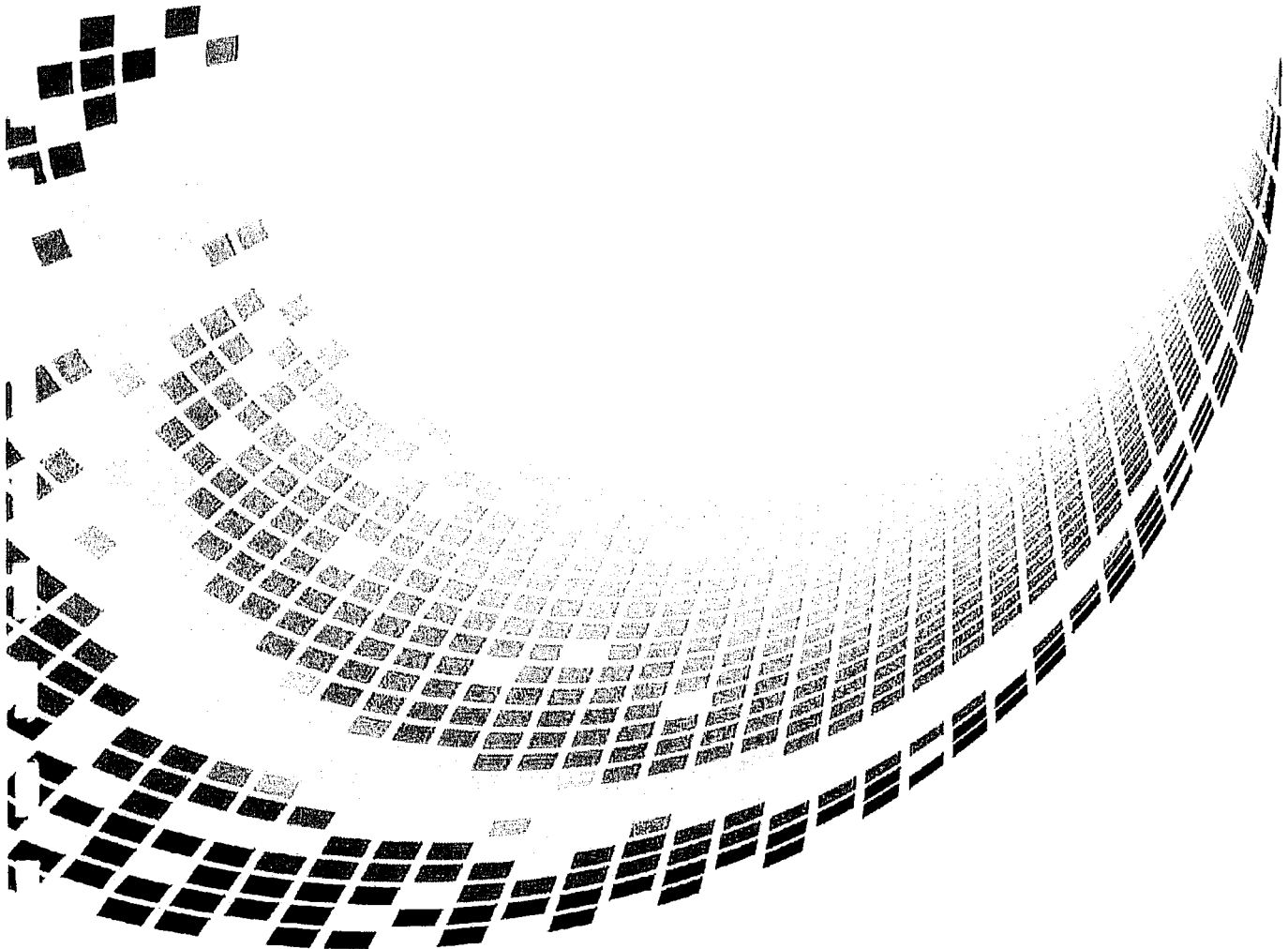
Private Actuary - Deferred Asset (Unfunded Accrued Liability) as Reported by Foster & Foster in the December 31, 2021 Actuarial Valuation.





# FOSTER & FOSTER

ACTUARIES AND CONSULTANTS



VILLAGE OF HINSDALE  
FIREFIGHTERS' PENSION FUND  
ACTUARIAL VALUATION  
AS OF JANUARY 1, 2022  
CONTRIBUTIONS APPLICABLE TO THE  
PLAN/FISCAL YEAR ENDING DECEMBER 31, 2022



**FOSTER & FOSTER**  
ACTUARIES AND CONSULTANTS



**FOSTER & FOSTER**  
ACTUARIES AND CONSULTANTS

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May 10, 2022

Board of Trustees  
Village of Hinsdale Firefighters' Pension Fund

Re: Actuarial Valuation Report – Village of Hinsdale Firefighters' Pension Fund

Dear Board:

We are pleased to present to the Board this report of the annual actuarial valuation of the Village of Hinsdale Firefighters' Pension Fund. The funding 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. Use of the results for other purposes may not be applicable and could produce significantly different results.

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. Due to the limited scope of the valuation, we did not perform an analysis of the potential range of such future measurements.

The funding percentages and unfunded accrued liability as measured based on the actuarial value of assets will differ from similar measures based on the market value of assets. These measures, as provided, are appropriate for determining the adequacy of future contributions, but may not be appropriate for the purpose of settling a portion or all of its liabilities.

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.

In performing the analysis, we used third-party software to model (calculate) the underlying liabilities and costs. These results are reviewed in the aggregate and for individual sample lives. The output from the software is either used directly or input into internally developed models to generate the costs. All internally developed models are reviewed as part of the process. As a result of this review, we believe that the models have produced reasonable results. We do not believe there are any material inconsistencies among assumptions or unreasonable output produced due to the aggregation of assumptions.

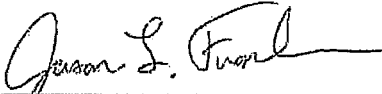
The undersigned are familiar with the immediate and long-term aspects of pension valuations and meet the Qualification Standards of the American Academy of Actuaries necessary to render the actuarial opinions contained herein. All of the sections of this report are considered an integral part of the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

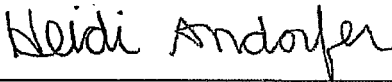
To our knowledge, no associate of Foster & Foster, Inc. working on valuations of the program has any direct financial interest or indirect material interest in the Village of Hinsdale, nor does anyone at Foster & Foster, Inc. act as a member of the Board of Trustees of the Village of Hinsdale Firefighters' 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 January 1, 2022, 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 December 31, 2022.

The contribution requirements, compared with those set forth in the January 1, 2021 actuarial report, are as follows:

Valuation Date Applicable to Fiscal Year Ending	1/1/2022 <u>12/31/2022</u>	1/1/2021 <u>12/31/2021</u>
Total Recommended Contribution	\$1,960,758	\$2,005,985
% of Projected Annual Payroll	85.7%	89.4%
Member Contributions (Est.)	(216,268)	(212,113)
% of Projected Annual Payroll	(9.5%)	(9.5%)
Village Recommended Contribution	1,744,490	1,793,872
% of Projected Annual Payroll	76.2%	79.9%

As you can see, the Total Recommended Contribution shows a decrease when compared to the results determined in the January 1, 2021 actuarial valuation report. The decrease is attributable to favorable plan experience and assumption changes. The decrease was offset in part by contributions that fell short of the recommended amount in the prior year and the natural increase in the amortization payment due to the payroll growth assumption.

Plan experience was favorable overall on the basis of the plan's actuarial assumptions. Sources of favorable experience included an investment return of 11.39% (Actuarial Asset Basis) which exceeded the 6.50% assumption and higher than expected inactive mortality. These gains were offset in part by a loss associated with more retirements than expected.

## CHANGES SINCE PRIOR VALUATION

### Plan Changes Since Prior Valuation

There were no plan changes since the prior valuation.

### Actuarial Assumption/Method Changes Since Prior Valuation

Based on the results of the 2021 experience study performed for the Illinois Firefighters' Pension Investment Fund, the following assumption changes were made:

- Updated mortality, retirement, and termination rate tables.
- Updated assumed salary increase rates.

In addition, the interest rate was increased from 6.50% to 6.75% to reflect the movement to the new investment portfolio under the Illinois Firefighters' Pension Investment Fund.

There were no method changes since the prior valuation.

# COMPARATIVE SUMMARY OF PRINCIPAL VALUATION RESULTS

	New Assump <u>1/1/2022</u>	Old Assump <u>1/1/2022</u>	<u>1/1/2021</u>
<b>A. Participant Data</b>			
Number Included			
Actives	22	22	22
Service Retirees	19	19	20
Beneficiaries	3	3	3
Disability Retirees	5	5	5
Terminated Vested	<u>5</u>	<u>5</u>	<u>5</u>
Total	54	54	55
Total Annual Payroll	\$2,287,343	\$2,287,343	\$2,243,393
Payroll Under Assumed Ret. Age	2,287,343	2,287,343	2,243,393
Annual Rate of Payments to:			
Service Retirees	1,358,654	1,358,654	1,360,345
Beneficiaries	203,955	203,955	195,024
Disability Retirees	289,023	289,023	284,907
Terminated Vested	3,930	3,930	10,927
<b>B. Assets</b>			
Actuarial Value	23,556,010	23,556,010	21,643,244
Market Value	26,070,213	26,070,213	23,579,425
<b>C. Liabilities</b>			
Present Value of Benefits			
Actives			
Retirement Benefits	16,710,774	16,788,302	16,629,097
Disability Benefits	1,721,190	1,877,098	1,835,114
Death Benefits	189,442	216,489	220,429
Vested Benefits	569,703	568,482	629,635
Service Retirees	19,467,684	20,068,077	19,154,959
Beneficiaries	1,852,618	1,917,981	1,885,532
Disability Retirees	4,285,852	4,444,521	4,436,655
Terminated Vested	<u>93,950</u>	<u>94,822</u>	<u>145,668</u>
Total	44,891,213	45,975,772	44,937,089



C. Liabilities - (Continued)	New Assump <u>1/1/2022</u>	Old Assump <u>1/1/2022</u>	<u>1/1/2021</u>
Present Value of Future Salaries	23,131,215	24,417,567	24,087,808
Present Value of Future Member Contributions	2,187,056	2,308,681	2,277,502
Normal Cost (Retirement)	493,413	501,766	495,319
Normal Cost (Disability)	95,681	102,256	100,136
Normal Cost (Death)	12,754	15,388	15,352
Normal Cost (Vesting)	<u>34,593</u>	<u>33,325</u>	<u>33,533</u>
Total Normal Cost	636,441	652,735	644,340
Present Value of Future Normal Costs	5,707,511	6,207,580	6,224,353
Accrued Liability (Retirement)	12,261,433	11,979,183	11,802,555
Accrued Liability (Disability)	834,661	883,635	854,025
Accrued Liability (Death)	58,735	53,519	56,759
Accrued Liability (Vesting)	328,769	326,454	376,583
Accrued Liability (Inactives)	<u>25,700,104</u>	<u>26,525,401</u>	<u>25,622,814</u>
Total Actuarial Accrued Liability	39,183,702	39,768,192	38,712,736
Unfunded Actuarial Accrued Liability (UAAL)	15,627,692	16,212,182	17,069,492
Funded Ratio (AVA / AL)	60.1%	59.2%	55.9%

	New Assump <u>1/1/2022</u>	Old Assump <u>1/1/2022</u>	<u>1/1/2021</u>
D. Actuarial Present Value of Accrued Benefits			
Vested Accrued Benefits			
Inactives	25,700,104	26,525,401	25,622,814
Actives	4,707,863	4,716,057	4,543,716
Member Contributions	<u>2,192,652</u>	<u>2,192,652</u>	<u>2,198,561</u>
Total	32,600,619	33,434,110	32,365,091
Non-vested Accrued Benefits	<u>692,032</u>	<u>607,315</u>	<u>944,585</u>
Total Present Value Accrued Benefits	33,292,651	34,041,425	33,309,676
Funded Ratio (MVA / PVAB)	78.3%	76.6%	70.8%
Increase (Decrease) in Present Value of Accrued Benefits Attributable to:			
Plan Amendments	0	0	
Assumption Changes	(748,774)	0	
Plan Experience	0	488,952	
Benefits Paid	0	(1,861,823)	
Interest	0	2,104,620	
Other	<u>0</u>	<u>0</u>	
Total	(748,774)	731,749	

Valuation Date Applicable to Fiscal Year Ending	New Assump 1/1/2022 <u>12/31/2022</u>	Old Assump 1/1/2022 <u>12/31/2022</u>	1/1/2021 <u>12/31/2021</u>
<b>E. Pension Cost</b>			
Normal Cost <sup>1</sup>	\$679,401	\$695,163	\$686,222
% of Total Annual Payroll <sup>1</sup>	29.7	30.4	30.6
Administrative Expenses <sup>1</sup>	46,684	46,575	48,667
% of Total Annual Payroll <sup>1</sup>	2.0	2.0	2.2
Payment Required to Amortize Unfunded Actuarial Accrued Liability over 18 years (as of 1/1/2022) <sup>1</sup>	1,234,673	1,255,356	1,271,096
% of Total Annual Payroll <sup>1</sup>	54.0	54.9	56.6
Total Recommended Contribution	1,960,758	1,997,094	2,005,985
% of Total Annual Payroll <sup>1</sup>	85.7	87.3	89.4
Expected Member Contributions <sup>1</sup>	(216,268)	(216,268)	(212,113)
% of Total Annual Payroll <sup>1</sup>	(9.5)	(9.5)	(9.5)
Expected Village Contribution	1,744,490	1,780,826	1,793,872
% of Total Annual Payroll <sup>1</sup>	76.2	77.8	79.9

**F. Past Contributions**

Plan Years Ending: 12/31/2021

Total Recommended Contribution	2,014,218
Village Requirement	1,793,872

Actual Contributions Made:

Members (excluding buyback)	220,346
Village	<u>1,163,485</u>
Total	1,383,831

G. Net Actuarial (Gain)/Loss (1,273,033)

<sup>1</sup> Contributions developed as of 1/1/2022 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>
2022	15,627,692
2023	15,447,889
2024	15,218,909
2028	13,717,477
2032	11,008,955
2036	6,637,693
2040	0

I. (i) 5 Year Comparison of Actual and Assumed Salary Increases

		<u>Actual</u>	<u>Assumed</u>
Year Ended	12/31/2021	4.20%	4.93%
Year Ended	12/31/2020	3.85%	4.69%
Year Ended	12/31/2019	3.46%	3.08%
Year Ended	4/30/2019	4.70%	4.83%
Year Ended	4/30/2018	3.29%	5.50%

(ii) 5 Year Comparison of Investment Return on Actuarial Value

		<u>Actual MVA</u>	<u>Actual AVA</u>	<u>Assumed</u>
Year Ended	12/31/2021	12.90%	11.39%	6.50%
Year Ended	12/31/2020	14.81%	10.13%	6.50%
Year Ended	12/31/2019	11.27%	7.99%	6.50%
Year Ended	4/30/2019	6.88%	6.74%	6.50%
Year Ended	4/30/2018	8.66%	6.85%	6.50%

# DEVELOPMENT OF JANUARY 1, 2022 AMORTIZATION PAYMENT

(1)	Unfunded Actuarial Accrued Liability as of January 1, 2021	\$17,069,492
(2)	Sponsor Normal Cost developed as of January 1, 2021	432,227
(3)	Expected administrative expenses for the year ended December 31, 2021	45,697
(4)	Expected interest on (1), (2) and (3)	1,139,097
(5)	Sponsor contributions to the System during the year ended December 31, 2021	1,163,485
(6)	Expected interest on (5)	37,813
(7)	Expected Unfunded Actuarial Accrued Liability as of December 31, 2021, (1)+(2)+(3)+(4)-(5)-(6)	17,485,215
(8)	Change to UAAL due to Assumption Change	(584,490)
(9)	Change to UAAL due to Actuarial (Gain)/Loss	(1,273,033)
(10)	Unfunded Accrued Liability as of January 1, 2022	15,627,692
(11)	UAAL Subject to Amortization (100% AAL less Actuarial Assets)	15,627,692

<u>Date Established</u>	<u>Years Remaining</u>	<u>1/1/2022 Amount</u>	<u>Amortization Amount</u>
1/1/2022	18	15,627,692	1,156,602

## DETAILED ACTUARIAL (GAIN)/LOSS ANALYSIS

(1) Unfunded Actuarial Accrued Liability (UAAL) as of January 1, 2021	\$17,069,492
(2) Expected UAAL as of January 1, 2022	17,485,215
(3) Summary of Actuarial (Gain)/Loss, by component:	
Investment Return (Actuarial Asset Basis)	(1,044,635)
Salary Increases	(14,904)
Active Decrements	81,981
Inactive Mortality	(539,370)
Other	<u>243,895</u>
Change in UAAL due to (Gain)/Loss	(1,273,033)
Change to UAAL due to Assumption Change	<u>(584,490)</u>
(4) Actual UAAL as of January 1, 2022	\$15,627,692

# RECONCILIATION OF CHANGES IN CONTRIBUTION REQUIREMENT

(1) Contribution Determined as of January 1, 2021	\$ 1,793,872
(2) Summary of Contribution Impact by component:	
Change in Normal Cost	8,941
Change in Assumed Administrative Expense	(2,092)
Investment Return (Actuarial Asset Basis)	(80,889)
Salary Increases	(1,154)
New Entrants	1,204
Active Decrements	6,348
Inactive Mortality	(41,765)
Contributions (More) or Less than Recommended	50,399
Increase in Amortization Payment Due to Payroll Growth Assumption	38,133
Change in Expected Member Contributions	(4,155)
Assumption Change	(36,336)
Other	<u>11,984</u>
Total Change in Contribution	(49,382)
(3) Contribution Determined as of January 1, 2022	\$1,744,490

## 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 1/1/2022	Old Assump 1/1/2022	1/1/2021
Applicable to Fiscal Year Ending	<u>12/31/2022</u>	<u>12/31/2022</u>	<u>12/31/2021</u>
Actuarial Accrued Liability (PUC)	37,986,848	38,688,934	37,815,050
Actuarial Value of Assets	<u>23,556,010</u>	<u>23,556,010</u>	<u>21,643,244</u>
Unfunded Actuarial Accrued Liability (UAAL)	14,430,838	15,132,924	16,171,806
UAAL Subject to Amortization	10,632,153	11,264,031	12,390,301
Normal Cost <sup>1</sup>	\$789,734	\$789,998	\$757,337
% of Total Annual Payroll <sup>1</sup>	34.5	34.5	33.8
Administrative Expenses <sup>1</sup>	46,684	46,575	48,667
% of Total Annual Payroll <sup>1</sup>	2.0	2.0	2.2
Payment Required to Amortize Unfunded Actuarial Accrued Liability over 19 years (as of 1/1/2022) <sup>1</sup>	808,561	838,787	889,686
% of Total Annual Payroll <sup>1</sup>	35.4	36.7	39.6
Total Required Contribution	1,644,979	1,675,360	1,695,690
% of Total Annual Payroll <sup>1</sup>	71.9	73.2	75.6
Expected Member Contributions <sup>1</sup>	(216,268)	(216,268)	(212,113)
% of Total Annual Payroll <sup>1</sup>	(9.5)	(9.5)	(9.5)
Expected Village Contribution	1,428,711	1,459,092	1,483,577
% of Total Annual Payroll <sup>1</sup>	62.4	63.7	66.1

### 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.

<sup>1</sup> Contributions developed as of 1/1/2022 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
2022	25,561	1,904,982	1,930,543
2023	73,717	1,859,550	1,933,267
2024	136,388	1,884,839	2,021,227
2025	223,359	1,906,820	2,130,179
2026	327,326	1,925,407	2,252,733
2027	432,105	1,957,435	2,389,540
2028	543,239	1,970,365	2,513,604
2029	648,147	1,980,031	2,628,178
2030	753,682	1,986,503	2,740,185
2031	851,445	1,989,831	2,841,276
2032	953,772	1,990,088	2,943,860
2033	1,055,495	1,987,355	3,042,850
2034	1,151,522	1,981,725	3,133,247
2035	1,272,726	1,973,284	3,246,010
2036	1,413,564	1,962,028	3,375,592
2037	1,548,298	1,947,835	3,496,133
2038	1,666,095	1,930,450	3,596,545
2039	1,794,131	1,909,479	3,703,610
2040	1,920,157	1,884,414	3,804,571
2041	2,033,443	1,854,642	3,888,085
2042	2,138,516	1,823,281	3,961,797
2043	2,233,007	1,782,299	4,015,306
2044	2,323,429	1,734,827	4,058,256
2045	2,418,751	1,680,406	4,099,157
2046	2,512,369	1,618,748	4,131,117
2047	2,616,061	1,549,796	4,165,857
2048	2,746,750	1,473,745	4,220,495
2049	2,882,827	1,391,074	4,273,901
2050	2,993,998	1,302,463	4,296,461
2051	3,105,881	1,208,793	4,314,674
2052	3,203,267	1,111,172	4,314,439
2053	3,285,360	1,010,979	4,296,339
2054	3,358,928	909,779	4,268,707
2055	3,423,526	809,238	4,232,764
2056	3,495,623	711,041	4,206,664
2057	3,551,872	616,756	4,168,628
2058	3,592,288	527,770	4,120,058
2059	3,619,865	445,255	4,065,120
2060	3,633,345	370,102	4,003,447
2061	3,633,083	302,913	3,935,996

## ACTUARIAL ASSUMPTIONS AND METHODS

Interest Rate	6.75% per year compounded annually, net of investment related expenses.
Mortality Rate	<p><b>Active Lives:</b> PubS-2010 Employee mortality, unadjusted, with generational improvements with the most recent projection scale (currently Scale MP-2021). 20% of active deaths are assumed to be in the line of duty.</p> <p><b>Inactive Lives:</b> PubS-2010 Healthy Retiree mortality, adjusted by a factor of 1.081 for male retirees and unadjusted for female retirees, with generational improvements with the most recent projection scale (currently Scale MP-2021).</p> <p><b>Beneficiaries:</b> PubS-2010 Survivor mortality, unadjusted for male beneficiaries and adjusted by a factor of 1.098 for female beneficiaries, with generational improvements with the most recent projection scale (currently Scale MP-2021).</p> <p><b>Disabled Lives:</b> PubS-2010 Disabled mortality, adjusted by a factor of 1.178 for male disabled members and unadjusted for female disabled members, with generational improvements with the most recent projection scale (currently Scale MP-2021).</p> <p>The mortality assumptions sufficiently accommodate anticipated future mortality improvements.</p>
Retirement Age	See table later in this section. This is based on a 2021 experience study performed for the Illinois Firefighters' Pension Investment Fund.
Disability Rate	See table later in this section. 80% of the disabilities are assumed to be in the line of duty. This is based on a 2021 experience study performed for the Illinois Firefighters' Pension Investment Fund.
Termination Rate	See table later in this section. This is based on a 2021 experience study performed for the Illinois Firefighters' Pension Investment Fund.
Inflation	2.50%.

Cost-of-Living Adjustment

Tier 1: 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.

Tier 2: 1.25% per year after the later of attainment of age 60 or first anniversary of retirement.

Salary Increases

See table below, inclusive of inflation of 2.50%. This is based on a 2021 experience study performed for the Illinois Firefighters' Pension Investment Fund.

Salary Scale	
Service	Rate
0	12.78%
1	10.77%
2	9.77%
3	8.77%
4	7.76%
5	6.76%
6	5.26%
7	4.76%
8+	4.25%

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. 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.

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	10.00%	20	0.010%	50-51	12%	50-54	3%
25	8.00%	25	0.016%	52-53	15%	55	30%
30	4.00%	30	0.068%	54-55	20%	56-59	20%
35	2.50%	35	0.220%	56-59	20%	60-62	25%
40	1.20%	40	0.420%	60-62	25%	63-64	33%
45+	1.00%	45	0.650%	63-64	33%	65-69	50%
		50	0.900%	65-69	50%	70+	100%
		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.

## DISCUSSION OF RISK

ASOP No. 51, Assessment and Disclosure of Risk Associated with Measuring Pension Obligations and Determining Pension Plan Contributions, states that the actuary should identify risks that, in the actuary's professional judgment, may reasonably be anticipated to significantly affect the plan's future financial condition.

Throughout this report, actuarial results are determined under various assumption scenarios. These results are based on the premise that all future plan experience will align with the plan's actuarial assumptions; however, there is no guarantee that actual plan experience will align with the plan's assumptions. It is possible that actual plan experience will differ from anticipated experience in an unfavorable manner that will negatively impact the plan's funded position.

Below are examples of ways in which plan experience can deviate from assumptions and the potential impact of that deviation. Typically, this results in an actuarial gain or loss representing the current-year financial impact on the plan's unfunded liability of the experience differing from assumptions; this gain or loss is amortized over a period of time determined by the plan's amortization method. When assumptions are selected that adequately reflect plan experience, gains and losses typically offset one another in the long term, resulting in a relatively low impact on the plan's contribution requirements associated with plan experience. When assumptions are too optimistic, losses can accumulate over time and the plan's amortization payment could potentially grow to an unmanageable level.

- Investment Return: When the rate of return on the Actuarial Value of Assets falls short of the assumption, this produces a loss representing assumed investment earnings that were not realized. Further, it is unlikely that the plan will experience a scenario that matches the assumed return in each year as capital markets can be volatile from year to year. Therefore, contribution amounts can vary in the future.
- Salary Increases: When a plan participant experiences a salary increase that was greater than assumed, this produces a loss representing the cost of an increase in anticipated plan benefits for the participant as compared to the previous year. The total gain or loss associated with salary increases for the plan is the sum of salary gains and losses for all active participants.
- Payroll Growth: The plan's payroll growth assumption, if one is used, causes a predictable annual increase in the plan's amortization payment in order to produce an amortization payment that remains constant as a percentage of payroll if all assumptions are realized. If payroll does not increase according to the plan's payroll growth assumption, the plan's amortization payment can increase significantly as a percentage of payroll even if all assumptions other than the payroll growth assumption are realized.
- Demographic Assumptions: Actuarial results take into account various potential events that could happen to a plan participant, such as retirement, termination, disability, and death. Each of these potential events is assigned a liability based on the likelihood of the event and the financial consequence of the event for the plan. Accordingly, actuarial liabilities reflect a blend of financial consequences associated with various possible outcomes (such as retirement at one of various possible ages). Once the outcome is known (e.g. the participant retires) the liability is adjusted to reflect the known outcome. This adjustment produces a gain or loss depending on whether the outcome was more or less favorable than other outcomes that could have occurred.

- Contribution Risk: This risk results from the potential that actual employer contributions may deviate from actuarially determined contributions, which are determined in accordance with the Board's funding policy. The funding policy is intended to result in contribution requirements that if paid when due, will result in a reasonable expectation that assets will accumulate to be sufficient to pay plan benefits when due. Contribution deficits, particularly large deficits and those that occur repeatedly, increase future contribution requirements and put the plan at risk for not being able to pay plan benefits when due.

#### Impact of Plan Maturity on Risk

For newer pension plans, most of the participants and associated liabilities are related to active members who have not yet reached retirement age. As pension plans continue in operation and active members reach retirement ages, liabilities begin to shift from being primarily related to active members to being shared amongst active and retired members. Plan maturity is a measure of the extent to which this shift has occurred. It is important to understand that plan maturity can have an impact on risk tolerance and the overall risk characteristics of the plan. For example, plans with a large amount of retired liability do not have as long of a time horizon to recover from losses (such as losses on investments due to lower than expected investment returns) as plans where the majority of the liability is attributable to active members. For this reason, less tolerance for investment risk may be warranted for highly mature plans with a substantial inactive liability. Similarly, mature plans paying substantial retirement benefits resulting in a small positive or net negative cash flow can be more sensitive to near term investment volatility, particularly if the size of the fund is shrinking, which can result in less assets being available for investment in the market.

To assist with determining the maturity of the plan, we have provided some relevant metrics in the table following titled "Plan Maturity Measures and Other Risk Metrics". Highlights of this information are discussed below:

- The Support Ratio, determined as the ratio of active to inactive members, has increased from 63.6% on May 1, 2019 to 68.8% on January 1, 2022, indicating that the plan has experienced growth in active population.
- The Accrued Liability Ratio, determined as the ratio of the Inactive Accrued Liability, which is the liability associated with members who are no longer employed but are due a benefit from the plan, to the Total Accrued Liability, is 65.6%. With a plan of this maturity, losses due to lower than expected investment returns or demographic factors will need to be made up for over a shorter time horizon than would be needed for a less mature plan.
- The Funded Ratio, determined as the ratio of the Actuarial Value of Assets to the Total Accrued Liability, has increased from 52.4% on May 1, 2019 to 60.1% on January 1, 2022, due mainly to favorable plan experience. If the contribution deficit continues, the funded ratio will continue to decrease even if all assumptions are met.
- The Net Cash Flow Ratio, determined as the ratio of the Net Cash Flow (contributions minus benefit payments and administrative expenses) to the Market Value of Assets, increased from -3.2% on May 1, 2019 to -2.0% on January 1, 2022. The current Net Cash Flow Ratio of -2.0% indicates that contributions are not currently covering the plan's benefit payments and administrative expenses.

It is important to note that the actuary has identified the risks above as the most significant risks based on the characteristics of the plan and the nature of the project, however, it is not an exhaustive list of potential risks that could be considered. Additional advanced modeling, as well as the identification of additional risks, can be provided at the request of the audience addressed on page 2 of this report.



## PLAN MATURITY MEASURES AND OTHER RISK METRICS

	<u>1/1/2022</u>	<u>1/1/2021</u>	<u>1/1/2020</u>	<u>5/1/2019</u>
<u>Support Ratio</u>				
Total Actives	22	22	22	21
Total Inactives	32	33	32	33
Actives / Inactives	68.8%	66.7%	68.8%	63.6%

### Asset Volatility Ratio

Market Value of Assets (MVA)	26,070,213	23,579,425	21,057,626	19,697,940
Total Annual Payroll	2,287,343	2,243,393	2,196,617	2,058,888
MVA / Total Annual Payroll	1,139.8%	1,051.1%	958.6%	956.7%

### Accrued Liability (AL) Ratio

Inactive Accrued Liability	25,700,104	25,622,814	24,808,841	25,154,064
Total Accrued Liability	39,183,702	38,712,736	37,511,031	36,755,343
Inactive AL / Total AL	65.6%	66.2%	66.1%	68.4%

### Funded Ratio

Actuarial Value of Assets (AVA)	23,556,010	21,643,244	20,182,859	19,267,096
Total Accrued Liability	39,183,702	38,712,736	37,511,031	36,755,343
AVA / Total Accrued Liability	60.1%	55.9%	53.8%	52.4%

### Net Cash Flow Ratio

Net Cash Flow <sup>1</sup>	(521,724)	(555,114)	(95,082)	(621,735)
Market Value of Assets (MVA)	26,070,213	23,579,425	21,057,626	19,697,940
Ratio	-2.0%	-2.4%	-0.5%	-3.2%

<sup>1</sup> Determined as total contributions minus benefit payments and administrative expenses.

STATEMENT OF FIDUCIARY NET POSITION  
December 31, 2021

<u>ASSETS</u>	MARKET VALUE
Cash and Cash Equivalents:	
Checking Account	10,576
Certificates of Deposit	544,364
Money Market	685,957
Total Cash and Equivalents	1,240,897
Receivables:	
Prepays	795
Accrued Past Due Interest	38,207
Total Receivable	39,002
Investments:	
Municipal Obligations	1,308,848
Corporate Bonds	1,157,284
U.S. Gov't and Agency Obligations	5,087,870
Mutual Funds	17,239,280
Total Investments	24,793,282
Total Assets	26,073,181
<u>LIABILITIES</u>	
Liabilities:	
Payable:	
Expenses	2,968
Total Liabilities	2,968
Net Assets:	
Active and Retired Members' Equity	26,070,213
NET POSITION RESTRICTED FOR PENSIONS	26,070,213
TOTAL LIABILITIES AND NET ASSETS	26,073,181

STATEMENT OF CHANGES IN FIDUCIARY NET POSITION  
FOR THE YEAR ENDED December 31, 2021  
Market Value Basis

**ADDITIONS**

**Contributions:**

Member	220,346
Village	1,163,485

Total Contributions	1,383,831
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**Investment Income:**

Miscellaneous Income	646	
Net Realized Gain (Loss)	(1,132,224)	
Unrealized Gain (Loss)	2,986,798	
Net Increase in Fair Value of Investments		1,855,220
Interest & Dividends		1,200,533
Less Investment Expense <sup>1</sup>		(46,594)

Net Investment Income	3,009,159
-----------------------	-----------

Total Additions	4,392,990
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**DEDUCTIONS**

**Distributions to Members:**

Benefit Payments	1,861,823
Refund of Contributions/Transfers	0

Total Distributions	1,861,823
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Administrative Expenses	43,732
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Total Deductions	1,905,555
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Net Increase in Net Position	2,487,435
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**NET POSITION RESTRICTED FOR PENSIONS**

Beginning of the Year	23,579,425
Adjustment to beginning of year	3,353

End of the Year	26,070,213
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<sup>1</sup> Investment Related expenses include investment advisory, custodial and performance monitoring fees.

ACTUARIAL ASSET VALUATION  
December 31, 2021

Development of Actuarial Value of Assets

Market Value of Assets, 12/31/2021	26,070,213
(Gains)/Losses Not Yet Recognized	<u>(2,514,203)</u>
Actuarial Value of Assets, 12/31/2021	23,556,010
12/31/2021 Limited Actuarial Assets:	23,556,010

Development of Investment Gain/Loss

Market Value of Assets, 12/31/2020	23,582,778
Contributions Less Benefit Payments & Administrative Expenses	(521,724)
Expected Investment Earnings <sup>1</sup>	1,515,925
Actual Net Investment Earnings	<u>3,009,159</u>
2021 Actuarial Investment Gain/(Loss)	1,493,234

<sup>1</sup> Expected Investment Earnings = 6.50% x (23,582,778 + 0.5 x -521,724)

Gains/(Losses) Not Yet Recognized

Plan Year Ending	Gain/(Loss)	Amounts Not Yet Recognized by Valuation Year				
		2021	2022	2023	2024	2025
4/30/2018	382,424	25,495	0	0	0	0
4/30/2019	70,872	18,899	4,725	0	0	0
12/31/2019	598,742	239,497	119,748	0	0	0
12/31/2020	1,726,209	1,035,725	690,484	345,242	0	0
12/31/2021	1,493,234	1,194,587	895,940	597,294	298,647	0
Total		2,514,203	1,710,897	942,536	298,647	0

Development of Asset Returns

(A) 12/31/2020 Actuarial Assets:	21,643,244
(I) Net Investment Income:	
1. Interest and Dividends	1,201,179
2. Realized Gains (Losses)	(1,132,224)
3. Change in Actuarial Value	2,412,129
4. Investment Expenses	<u>(46,594)</u>
Total	2,434,490
(B) 12/31/2021 Actuarial Assets:	23,556,010
Actuarial Asset Rate of Return = (2 x I) / (A + B - I):	11.39%
Market Value of Assets Rate of Return:	12.90%
Actuarial Gain/(Loss) due to Investment Return (Actuarial Asset Basis)	1,044,635

**CHANGES IN NET ASSETS AVAILABLE FOR BENEFITS**  
**December 31, 2021**  
**Actuarial Asset Basis**

INCOME		
Contributions:		
Member	220,346	
Village	1,163,485	
Total Contributions		1,383,831
Earnings from Investments		
Interest & Dividends	1,200,533	
Miscellaneous Income	646	
Net Realized Gain (Loss)	(1,132,224)	
Change in Actuarial Value	2,412,129	
Total Earnings and Investment Gains		2,481,084
EXPENSES		
Administrative Expenses:		
Investment Related <sup>1</sup>	46,594	
Other	43,732	
Total Administrative Expenses		90,326
Distributions to Members:		
Benefit Payments	1,861,823	
Refund of Contributions/Transfers	0	
Total Distributions		1,861,823
Change in Net Assets for the Year		1,912,766
Net Assets Beginning of the Year		21,643,244
Net Assets End of the Year <sup>2</sup>		23,556,010

<sup>1</sup> Investment Related expenses include investment advisory, custodial and performance monitoring fees.

<sup>2</sup> Net Assets may be limited for actuarial consideration.

# STATISTICAL DATA

	<u>1/1/2022</u>	<u>1/1/2021</u>	<u>1/1/2020</u>	<u>5/1/2019</u>
<u>Actives - Tier 1</u>				
Number	13	14	15	15
Average Current Age	46.7	46.6	46.3	45.6
Average Age at Employment	27.5	27.6	28.0	28.2
Average Past Service	19.2	19.0	18.3	17.4
Average Annual Salary	\$117,246	\$112,233	\$108,935	\$105,785
<u>Actives - Tier 2</u>				
Number	9	8	7	6
Average Current Age	31.5	31.8	31.6	31.9
Average Age at Employment	26.8	27.0	27.1	27.4
Average Past Service	4.7	4.8	4.5	4.5
Average Annual Salary	\$84,794	\$84,016	\$80,371	\$78,686
<u>Service Retirees</u>				
Number	19	20	20	20
Average Current Age	67.9	71.3	71.7	71.0
Average Annual Benefit	\$71,508	\$68,017	\$65,839	\$65,593
<u>Beneficiaries</u>				
Number	3	3	2	2
Average Current Age	75.7	75.4	74.2	73.6
Average Annual Benefit	\$67,985	\$65,008	\$72,148	\$72,148
<u>Disability Retirees</u>				
Number	5	5	5	5
Average Current Age	62.7	61.7	60.7	60.0
Average Annual Benefit	\$57,805	\$56,981	\$56,158	\$56,158
<u>Terminated Vested</u>				
Number	5	5	5	6
Average Current Age	37.6	41.7	40.7	38.7
Average Annual Benefit <sup>1</sup>	\$3,930	\$5,464	\$5,464	\$5,464

<sup>1</sup> Average Annual Benefit for Terminated Vested members reflects the benefit for members entitled to a future annual benefit from the plan.

## 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	1	2	0	1	0	0	0	0	0	0	0	4
30 - 34	0	0	0	0	1	0	0	0	0	0	0	1
35 - 39	0	0	0	0	0	1	2	0	0	0	0	3
40 - 44	0	0	0	0	0	1	1	1	0	0	0	3
45 - 49	0	0	0	0	0	0	1	4	2	0	0	7
50 - 54	0	0	0	0	0	0	0	1	1	0	0	2
55 - 59	0	0	0	0	0	0	0	0	0	0	1	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	2	0	1	1	2	4	6	3	0	1	22

## VALUATION PARTICIPANT RECONCILIATION

### 1. Active lives

a. Number in prior valuation 1/1/2021	22
b. Terminations	
i. Vested (partial or full) with deferred benefits	(1)
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	<u>2</u>
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 <u>Deferred</u>	<u>Total</u>
a. Number prior valuation	20	3	5	5	33
Retired	2	0	0	(1)	1
Vested Deferred	0	0	0	1	1
Death, With Survivor	(1)	1	0	0	0
Death, No Survivor	(2)	(1)	0	0	(3)
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	19	3	5	5	32



## 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 a single employer defined benefit pension plan 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.

For Tier 2 participants, the salary is capped at a rate of \$106,800 as of 2011, indexed annually at a rate of CPI-U, but not to exceed 3.00%.

### 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 48 consecutive months of service within the last 60 months of service in which the total salary was the highest 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	<p>Tier 1: Age 60 and 10 years of Credited Service.</p> <p>Tier 2: Age 50 and 10 years of Credited Service.</p>
Benefit	<p>Tier 1: 1.50% plus 0.10% for each year of service in excess of 10 years, times salary x service (complete years).</p> <p>Tier 2: Normal Retirement Benefit, reduced 6.00% for each year before age 55, with no minimum benefit.</p>
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	<p>A maximum of:</p> <ul style="list-style-type: none"><li>a.) 65% of salary attached to the rank held by Member on last day of service, and;</li><li>b.) The monthly retirement pension that the Member is entitled to receive if he or she retired immediately.</li></ul>

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"><li>a.) 54% of salary attached to the rank held by Member on last day of service, and;</li><li>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.</li></ul>

### 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	<p>Based on the monthly salary attached to the Member's rank at separation from service and equals:</p> <p><b>Tier 1:</b> 1.50% plus 0.10% for each year of service in excess of 10 years, times salary x service (based on complete years).</p> <p><b>Tier 2:</b> 2.50% of 8-year final average salary times creditable service.</p>

### 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.



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November 7, 2022

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

VIA ELECTRONIC MAIL ONLY - [tcauley@villageofhinsdale.org](mailto:tcauley@villageofhinsdale.org)

Re: Hinsdale Police Pension Fund – Annual Tax Levy Certification

Dear Village President Cauley:

As you may recall, 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 \$1,257,927 with a total municipal contribution of \$1,501,262 (includes member contributions). Please notify the undersigned if the Village will not be contributing the certified amount.

Also enclosed for your review is a copy of the Pension Board's Municipal Compliance Report for the fiscal year ended December 31, 2021. This report is being provided to you in accordance with Section 3-143 of the Pension Code.

Please note, the Pension Board received, reviewed and cross referenced its Actuarial Valuation Report as prepared by Foster & Foster with the report prepared by MWM Consulting Group on behalf of the municipality. The Pension Board believes MWM's recommendation is far lower than the Pension Fund's recommended contribution based upon the following variances:

- 1) MWM is using assumptions from the 2017 IDOI experience study and not the more recent study which was released in March of 2022.
- 2) MWM's report solely focuses on a contribution based upon the Statutory Minimum Calculation, which funds to a 90% funding target by 2040 using the Projected Unit Credit Method and not a 100% funding target using the Entry Age Normal Cost Method.
- 3) MWM does not include an assumption for administrative expenses in its calculation.

November 7, 2022  
Thomas K. Cauley, Jr., President  
Village of Hinsdale  
Page 2

The Pension Board believes it is in the best interest of all parties to utilize the most up to date assumptions, base the annual municipal contribution on a 100% funding target using the Entry Age Normal Cost Method and include an assumption for administrative expenses in calculating the recommended contribution.

The Pension Board believes that abiding solely by the statutory minimum requirement is not a feasible long-term option. By contributing a figure equal to the statutory minimum, the Pension Fund's annual required contribution amount will indubitably increase, with pension costs still merely being deferred to a later point in the future. By deferring costs into the future the Village of Hinsdale will eventually be faced with even more rapid increases in its minimum contribution requirement, which may someday likely outpace revenue growth. The Pension Board remains confident that a long-term funding solution can be amicably reached, and the Board is willing to meet with Village officials to discuss the establishment of a mutually agreed upon future funding policy.

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

Sincerely,

A handwritten signature in black ink, appearing to read 'Laura J. Goodloe', with a stylized, cursive script.

Laura J. Goodloe

Enc.

cc: Grant McElroy, President  
Hinsdale Police Pension Fund

# HINSDALE POLICE PENSION FUND

## Actuarial Valuation Report

Showing Assets and Liabilities of the Fund in  
Accordance with Actuarial Reserve Requirements  
as of January 1, 2022

### Summary

Accrued Liability	\$47,277,538
Actuarial Value of Assets	\$33,438,247
Unfunded Accrued Liability	<u>\$13,839,291</u>

Funded Ratio 71%

### Liabilities

#### Reserves for Annuities and Benefits in Force

	Head Count:	Present Value:	
Retirement Annuities	25	35,720,377	
Disability Annuities	3	1,978,446	
Surviving Spouse Annuities	5	2,073,162	
Minor Dependent Annuities	0	0	
Deferred Retirement Annuities	0	0	
Handicapped Dependent Annuities	0	0	
Dependent Parent Annuities	0	0	
Terminated Liabilities	2	<u>4,710</u>	
Total:	<u>35</u>		\$39,776,695

Accrued Liabilities for Active Members	25	<u>\$7,500,843</u>
Total Accrued Liabilities		\$47,277,538
Total Normal Cost for Active Members		\$629,446
Total Normal Cost as a Percentage of Payroll		26%

Total Annual Payroll \$2,455,454

#### Amortization of Unfunded Liabilities:

Total Accrued Liability	\$47,277,538
90% Funded Ratio Target	\$42,549,784
Actuarial Value of Assets	\$33,438,247
Liabilities Subject to Amortization	\$9,111,537
Amortization Period	19 years
Amortization Payment, Beginning of Year	\$612,655

This report is provided to the Board and Municipality as part of the Public Pension Division advisory services under Section 1A-106 of the Illinois Pension Code. This report should not be relied upon for purposes other than determining the current tax levy required under the Illinois Pension Code. The assumptions have been set based on expectations for all Article 3 funds in the State of Illinois. The actuarial methods are prescribed by the Illinois Pension Code and do not necessarily represent the approach recommended by either the actuary or the Department of Insurance. This report was prepared under the direct supervision of the undersigned:

Brad Lee Armstrong (Enrolled Actuary #17-5614)  
Lance Weiss (Enrolled Actuary #17-2468)  
GRS

Deputy Director  
Public Pension Division  
Illinois Department of Insurance

# HINSDALE POLICE PENSION FUND

## Actuarial Valuation Report

### Assets

#### Actuarial Value of Assets

##### Current Year Gain/(Loss):

Market value of assets as of December 31, 2020	\$32,689,704
Benefit payments during fiscal year 2021	(2,352,048)
Administrative expense during fiscal year 2021	(39,518)
Total contributions during fiscal year 2021	882,197
Expected return during fiscal year 2021	2,075,776
Expected market value of assets as of December 31, 2021	<u>\$33,256,111</u>
 Actual market value of assets as of December 31, 2021	 \$34,110,022
 Investment gain/(loss) during the fiscal year	 \$853,911

#### Development of Actuarial Value of Assets (market value less unrecognized amounts):

Market value of assets as of December 31, 2021	\$34,110,022
Unrecognized gain/(loss) from fiscal 2021	683,129
Unrecognized gain/(loss) from fiscal 2020	(714,121)
Unrecognized gain/(loss) from fiscal 2019	777,073
Unrecognized gain/(loss) from fiscal 2018	(74,306)
Actuarial value of assets as of December 31, 2021	<u>\$33,438,247</u>

### Actuarially Determined Employer Contributions

Actuarially determined amount to provide the employer normal cost based on the annual payroll of active participants as of January 1, 2022. \$386,111

Amount necessary to amortize the unfunded accrued liability as determined by the State of Illinois Department of Insurance over the remaining 19 years as prescribed by Section 3-125 of the Illinois Pension Code. \$612,655

Interest to the end of the fiscal year. \$64,920

Total suggested amount of employer contributions to arrive at the annual requirements of the fund as prescribed by Section 3-125 of the Illinois Pension Code. \* \$1,063,686

\*The above figure is the suggested amount which should be obtained by the fund from the municipality exclusive of any other items of income, such as interest on investments, contributions from participants, etc. These items have already been taken into consideration in arriving at this amount.



# HINSDALE POLICE PENSION FUND

## Actuarial Valuation Report

### Actuarial Information

The following methods have been prescribed in accordance with Section 3-125 of the Illinois Pension Code.

Funding method	Projected Unit Credit
Amortization method	Normal cost, plus an additional amount (determined as a level percentage of payroll) to bring the plan's funded ratio to 90% by the end of fiscal year 2040.
Asset valuation method	Investment gains and losses are recognized over a 5-year period.

### Actuarial Assumptions

Interest rate	6.50%
Interest rate, prior fiscal year	6.50%
Healthy mortality rates - Male	RP-2014 Healthy Annuitant with Blue Collar Adjustment, males
Healthy mortality rates - Female	RP-2014 Healthy Annuitant with Blue Collar Adjustment, females
Disability mortality rates - Male	115% of RP-2014 Healthy Annuitant with Blue Collar Adjustment, males
Disability mortality rates - Female	115% of RP-2014 Healthy Annuitant with Blue Collar Adjustment, females
Decrements other than mortality	Experience tables
Rate of service-related deaths	10%
Rate of service-related disabilities	60%
Salary increases	Service-related table with rates grading from 11.00% to 3.50% at 33 years of service
Payroll growth	3.50%
Tier 2 cost-of-living adjustment	1.25%
Marital assumptions for active members	80% of members are assumed to be married; male spouses are assumed to be 3 years older than female spouses.

The actuarial assumptions used for determining the above amounts are based on experience for all Article 3 funds for the State of Illinois in aggregate. The Department of Insurance has approved the above actuarial assumptions. Contact the Department of Insurance for complete experience tables.

### Data and Fund Information

The above valuation uses personnel data as reported to the Department of Insurance in the Schedule P. Specifically, the following data items have been determined as of the date of the Actuarial Valuation Report: attained age, annual salary or pension, completed years of service of each individual participant.

The fund specific information used in the production of this document was provided to the Department of Insurance by your pension fund board of trustees through the fund's annual statement filing.

Additional critical information regarding actuarial assumptions and methods, and important actuarial disclosures are provided in the Actuarial Valuation Report Disclosures Document located on the following Illinois DOI Website (<https://insurance.illinois.gov/Applications/Pension/FOIAReporting/FOIAPortal.aspx>)

THE VILLAGE OF HINSDALE, ILLINOIS  
POLICE PENSION FUND

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PUBLIC ACT 95-0950  
MUNICIPAL COMPLIANCE REPORT

FOR THE FISCAL YEAR ENDED  
DECEMBER 31, 2021



Lauterbach & Amen, LLP

CERTIFIED PUBLIC ACCOUNTANTS

668 NORTH RIVER RD. • NAPERVILLE, ILLINOIS 60563

PHONE 630.393.1483 • FAX 630.393.2516

[www.lauterbachamen.com](http://www.lauterbachamen.com)

October 12, 2022

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 December 31, 2021. 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*

LAUTERBACH & AMEN, LLP

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

**Public Act 95-950 - Municipal Compliance Report**  
**For the Fiscal Year Ending December 31, 2021**

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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:

	<u>Current Fiscal Year</u>	<u>Preceding Fiscal Year</u>
Total Cash and Investments (including accrued interest)	<u>\$34,127,077</u>	<u>\$32,719,840</u>
Total Net Position	<u>\$34,110,022</u>	<u>\$32,689,704</u>

- 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	<u>\$262,100</u>
Estimated Receipts - All Other Sources	
Investment Earnings	<u>\$2,388,900</u>
Municipal Contribution	<u>\$1,257,927</u>

- 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	<u>\$2,989,500</u>
(b) Annual Requirement of the Fund as Determined by:	
Illinois Department of Insurance	<u>\$1,063,686</u>
Private Actuary - Foster & Foster	
Recommended Municipal Contribution	<u>\$1,257,927</u>
Statutory Municipal Contribution	<u>\$823,438</u>

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

**Public Act 95-950 - Municipal Compliance Report  
For the Fiscal Year Ending December 31, 2021**

- 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	\$2,929,318	\$918,586
Assumed Investment Return		
Illinois Department of Insurance	6.50%	6.50%
Private Actuary - Foster & Foster	7.00%	7.00%
Actual Investment Return	8.76%	2.79%

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

Number of Active Members	25
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- 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	25	\$1,996,251
(ii) Disability Pension	3	\$123,229
(iii) Survivors and Child Benefits	5	\$219,081
Totals	33	\$2,338,561

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

**Public Act 95-950 - Municipal Compliance Report  
For the Fiscal Year Ending December 31, 2021**

- 7) The funded ratio of the fund:

	Current Fiscal Year	Preceding Fiscal Year
Illinois Department of Insurance	70.73%	70.30%
Private Actuary - Foster & Foster	75.00%	74.26%

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

Unfunded Liability:

Illinois Department of Insurance	\$13,839,291
Private Actuary - Foster & Foster	\$11,287,257

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 \_\_\_\_\_, 2022

President \_\_\_\_\_ Date \_\_\_\_\_

Secretary \_\_\_\_\_ Date \_\_\_\_\_

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

**Public Act 95-950 - Municipal Compliance Report  
For the Fiscal Year Ending December 31, 2021**

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**INDEX OF ASSUMPTIONS**

- 1) Total Cash and Investments - as Reported at Market Value in the Audited Financial Statements for the Years Ended December 31, 2021 and 2020.

Total Net Position - as Reported in the Audited Financial Statements for the Years Ended December 31, 2021 and 2020.

- 2) Estimated Receipts - Employee Contributions as Reported in the Audited Financial Statements for the Year Ended December 31, 2021 plus 6.65% 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 December 31, 2021, 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 December 31, 2021.

- 3) (a) Pay all Pensions and Other Obligations - Total Non-Investment Deductions as Reported in the Audited Financial Statements for the Year Ended December 31, 2021, plus a 25% Increase, Rounded to the Nearest \$100.

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

Illinois Department of Insurance - Suggested Amount of Tax Levy as Reported in the December 31, 2021 Actuarial Valuation.

Private Actuary - Foster & Foster:

Recommended Amount of Tax Levy as Reported by Foster & Foster in the December 31, 2021 Actuarial Valuation.

Statutorily Required Amount of Tax Levy as Reported by Foster & Foster in the December 31, 2021 Actuarial Valuation.

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

**Public Act 95-950 - Municipal Compliance Report  
For the Fiscal Year Ending December 31, 2021**

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**INDEX OF ASSUMPTIONS**

- 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 December 31, 2021 and 2020.

Assumed Investment Return:

Illinois Department of Insurance - Current and Preceding Fiscal Year Interest Rate Assumption as Reported in the Years Ended December 31, 2021 and 2020 Actuarial Valuations.

Private Actuary - Current and Preceding Fiscal Year Interest Rate Assumption as Reported in the Years Ended December 31, 2021 and 2020 Actuarial Valuations.

Actual Investment Return -Net Income Received from Investments as Reported Above as a Percentage of the Average of the Beginning and Ending Balances of the Fiscal Year Cash Investments, Excluding Net Investment Income, Gains, and Losses for the Fiscal Year Return Being calculated, as Reported in the Audited Financial Statements for the Fiscal Years Ended December 31, 2021 and 2020.

- 5) Number of Active Members - Illinois Department of Insurance Annual Statement for December 31, 2021 - Schedule P.
- 6) (i) Regular Retirement Pension - Illinois Department of Insurance Annual Statement for December 31, 2021 - 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 December 31, 2021**

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**INDEX OF ASSUMPTIONS**

7) The funded ratio of the fund:

Illinois Department of Insurance - Current and Preceding Fiscal Year Net Present Assets as a percentage of Total Assets as Reported in the December 31, 2021 and 2020 Actuarial Valuations.

Private Actuary - Current and Preceding Fiscal Year Net Present Assets as a percentage of Total Assets as Reported in the December 31, 2021 and 2020 Actuarial Valuations.

8) Unfunded Liability:

Illinois Department of Insurance - Deferred Asset (Unfunded Accrued Liability) as Reported in the December 31, 2021 Actuarial Valuation.

Private Actuary - Deferred Asset (Unfunded Accrued Liability) as Reported by Foster & Foster in the December 31, 2021 Actuarial Valuation.

VILLAGE OF HINSDALE  
POLICE PENSION FUND  
ACTUARIAL VALUATION  
AS OF JANUARY 1, 2022  
CONTRIBUTIONS APPLICABLE TO THE  
PLAN/FISCAL YEAR ENDING DECEMBER 31, 2022



**FOSTER & FOSTER**  
ACTUARIES AND CONSULTANTS



# FOSTER & FOSTER

ACTUARIES AND CONSULTANTS

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August 1, 2022

Board of Trustees  
Village of Hinsdale Police Pension Fund

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 funding 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. Use of the results for other purposes may not be applicable and could produce significantly different results.

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. Due to the limited scope of the valuation, we did not perform an analysis of the potential range of such future measurements.

The funding percentages and unfunded accrued liability as measured based on the actuarial value of assets will differ from similar measures based on the market value of assets. These measures, as provided, are appropriate for determining the adequacy of future contributions, but may not be appropriate for the purpose of settling a portion or all of its liabilities.

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.

In performing the analysis, we used third-party software to model (calculate) the underlying liabilities and costs. These results are reviewed in the aggregate and for individual sample lives. The output from the software is either used directly or input into internally developed models to generate the costs. All internally developed models are reviewed as part of the process. As a result of this review, we believe that the models have produced reasonable results. We do not believe there are any material inconsistencies among assumptions or unreasonable output produced due to the aggregation of assumptions.

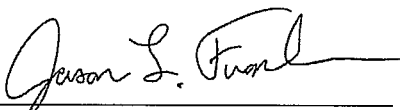
The undersigned are familiar with the immediate and long-term aspects of pension valuations and meet the Qualification Standards of the American Academy of Actuaries necessary to render the actuarial opinions contained herein. All of the sections of this report are considered an integral part of the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

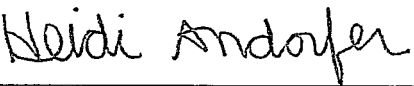
To our knowledge, no associate of Foster & Foster, Inc. working on valuations of the program has any direct financial interest or indirect material interest in the Village of Hinsdale, nor does anyone at Foster & Foster, Inc. act as a member of the Board of Trustees of the Village of Hinsdale Police 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:   
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 Police Pension Fund, performed as of January 1, 2022, 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 December 31, 2022.

The contribution requirements, compared with those set forth in the January 1, 2021 actuarial report, are as follows:

Valuation Date Applicable to Fiscal Year Ending	1/1/2022 <u>12/31/2022</u>	1/1/2021 <u>12/31/2021</u>
Total Recommended Contribution	\$1,501,262	\$1,422,868
% of Projected Annual Payroll	61.1%	59.7%
Member Contributions (Est.)	(243,335)	(236,370)
% of Projected Annual Payroll	(9.9%)	(9.9%)
Village Recommended Contribution	1,257,927	1,186,498
% of Projected Annual Payroll	51.2%	49.8%

As you can see, the Total Recommended Contribution shows an increase when compared to the results determined in the January 1, 2021 actuarial valuation report. The increase is attributable to actual contributions less than the recommended amount, the natural increase in the amortization payment due to the payroll growth assumption, and changes to plan assumptions. This increase was offset in part by favorable plan experience.

Plan experience was favorable overall on the basis of the plan's actuarial assumptions. The primary source of favorable experience was higher than expected inactive mortality. and an investment return of 7.20% (Actuarial Asset Basis) which exceeded the 7.00% assumption. This gain was offset in part by a loss associated with more retirements than expected.

## CHANGES SINCE PRIOR VALUATION

### Plan Changes Since Prior Valuation

There were no plan changes since the prior valuation.

### Actuarial Assumption/Method Changes Since Prior Valuation

Based on the results of the 2022 experience study performed for the Illinois Police Officers' Pension Investment Fund, the following assumption changes were made:

- Updated mortality, retirement, disability, and termination rate tables.
- Updated assumed salary increase rates.
- Reduced assumed payroll growth rate from 3.50% to 3.25%.

There were no method changes since the prior valuation.

# COMPARATIVE SUMMARY OF PRINCIPAL VALUATION RESULTS

	New Assump <u>1/1/2022</u>	Old Assump <u>1/1/2022</u>	<u>1/1/2021</u>
A. Participant Data			
Number Included			
Actives	25	25	25
Service Retirees	25	25	25
Beneficiaries	5	5	5
Disability Retirees	3	3	3
Terminated Vested	<u>2</u>	<u>2</u>	<u>2</u>
Total	60	60	60
Total Annual Payroll	\$2,455,454	\$2,455,454	\$2,385,168
Payroll Under Assumed Ret. Age	2,455,454	2,455,454	2,385,168
Annual Rate of Payments to:			
Service Retirees	2,051,461	2,051,461	1,964,197
Beneficiaries	219,081	219,081	219,081
Disability Retirees	123,229	123,229	122,625
Terminated Vested	0	0	0
B. Assets			
Actuarial Value	33,856,263	33,856,263	33,042,417
Market Value	34,110,022	34,110,022	32,689,704
C. Liabilities			
Present Value of Benefits			
Actives			
Retirement Benefits	11,047,151	10,500,634	10,592,479
Disability Benefits	1,220,158	1,254,994	1,176,621
Death Benefits	171,351	179,227	174,130
Vested Benefits	910,006	1,043,641	1,086,670
Service Retirees	33,173,089	33,448,197	32,218,313
Beneficiaries	2,030,894	2,081,600	2,120,807
Disability Retirees	2,014,955	2,004,013	1,981,237
Terminated Vested	<u>4,710</u>	<u>4,710</u>	<u>4,710</u>
Total	50,572,314	50,517,016	49,354,967



C. Liabilities - (Continued)	New Assump <u>1/1/2022</u>	Old Assump <u>1/1/2022</u>	<u>1/1/2021</u>
Present Value of Future Salaries	28,713,227	28,298,290	25,968,790
Present Value of Future Member Contributions	2,845,481	2,804,361	2,573,507
Normal Cost (Retirement)	383,612	351,311	343,487
Normal Cost (Disability)	75,106	75,177	72,815
Normal Cost (Death)	9,775	10,295	10,271
Normal Cost (Vesting)	<u>60,206</u>	<u>63,634</u>	<u>61,326</u>
Total Normal Cost	528,699	500,417	487,899
Present Value of Future Normal Costs	5,428,794	5,103,510	4,862,229
Accrued Liability (Retirement)	6,911,995	6,718,836	7,008,407
Accrued Liability (Disability)	450,625	489,599	469,560
Accrued Liability (Death)	53,882	57,572	61,012
Accrued Liability (Vesting)	503,370	608,979	628,692
Accrued Liability (Inactives)	<u>37,223,648</u>	<u>37,538,520</u>	<u>36,325,067</u>
Total Actuarial Accrued Liability	45,143,520	45,413,506	44,492,738
Unfunded Actuarial Accrued Liability (UAAL)	11,287,257	11,557,243	11,450,321
Funded Ratio (AVA / AL)	75.0%	74.6%	74.3%

	New Assump <u>1/1/2022</u>	Old Assump <u>1/1/2022</u>	<u>1/1/2021</u>
D. Actuarial Present Value of Accrued Benefits			
Vested Accrued Benefits			
Inactives	37,223,648	37,538,520	36,325,067
Actives	1,197,770	1,125,479	1,593,513
Member Contributions	<u>1,749,929</u>	<u>1,749,929</u>	<u>1,722,741</u>
Total	40,171,347	40,413,928	39,641,321
Non-vested Accrued Benefits	<u>431,902</u>	<u>407,983</u>	<u>581,462</u>
Total Present Value Accrued Benefits	40,603,249	40,821,911	40,222,783
Funded Ratio (MVA / PVAB)	84.0%	83.6%	81.3%
Increase (Decrease) in Present Value of Accrued Benefits Attributable to:			
Plan Amendments	0	0	
Assumption Changes	(218,662)	0	
Plan Experience	0	217,903	
Benefits Paid	0	(2,352,048)	
Interest	0	2,733,273	
Other	<u>0</u>	<u>0</u>	
Total	(218,662)	599,128	

Valuation Date	New Assump 1/1/2022	Old Assump 1/1/2022	1/1/2021
Applicable to Fiscal Year Ending	<u>12/31/2022</u>	<u>12/31/2022</u>	<u>12/31/2021</u>
E. Pension Cost			
Normal Cost <sup>1</sup>	\$565,708	\$535,446	\$522,052
% of Total Annual Payroll <sup>1</sup>	23.0	21.8	21.9
Administrative Expenses <sup>1</sup>	42,284	42,284	45,243
% of Total Annual Payroll <sup>1</sup>	1.7	1.7	1.9
Payment Required to Amortize Unfunded Actuarial Accrued Liability over 18 years (as of 1/1/2022) <sup>1</sup>	893,270	898,026	855,573
% of Total Annual Payroll <sup>1</sup>	36.4	36.6	35.9
Total Recommended Contribution	1,501,262	1,475,756	1,422,868
% of Total Annual Payroll <sup>1</sup>	61.1	60.1	59.7
Expected Member Contributions <sup>1</sup>	(243,335)	(243,335)	(236,370)
% of Total Annual Payroll <sup>1</sup>	(9.9)	(9.9)	(9.9)
Expected Village Contribution	1,257,927	1,232,421	1,186,498
% of Total Annual Payroll <sup>1</sup>	51.2	50.2	49.8

#### F. Past Contributions

Plan Years Ending: 12/31/2021

Total Recommended Contribution	1,432,260
Village Requirement	1,186,498

#### Actual Contributions Made:

Members (excluding buyback)	245,762
Village	<u>636,435</u>
Total	882,197

G. Net Actuarial (Gain)/Loss (348,789)

<sup>1</sup> Contributions developed as of 1/1/2022 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>
2022	11,287,257
2023	11,184,095
2024	11,044,680
2028	10,050,633
2032	8,143,505
2036	4,957,062
2040	0

I. (i) 5 Year Comparison of Actual and Assumed Salary Increases

		<u>Actual</u>	<u>Assumed</u>
Year Ended	12/31/2021	4.66%	6.65%
Year Ended	12/31/2020	4.41%	6.91%
Year Ended	12/31/2019	5.19%	4.17%
Year Ended	12/31/2018	4.90%	5.98%
Year Ended	12/31/2017	4.33%	5.99%

(ii) 5 Year Comparison of Investment Return on Actuarial Value

		<u>Actual MVA</u>	<u>Actual AVA</u>	<u>Assumed</u>
Year Ended	12/31/2021	9.17%	7.20%	7.00%
Year Ended	12/31/2020	2.83%	6.93%	7.00%
Year Ended	12/31/2019	11.61%	7.61%	7.00%
Year Ended	12/31/2018	9.24%	6.98%	7.00%
Year Ended	12/31/2017	5.35%	6.70%	7.00%

# DEVELOPMENT OF JANUARY 1, 2022 AMORTIZATION PAYMENT

(1)	Unfunded Actuarial Accrued Liability as of January 1, 2021	\$11,450,321
(2)	Sponsor Normal Cost developed as of January 1, 2021	251,529
(3)	Expected administrative expenses for the year ended December 31, 2021	42,283
(4)	Expected interest on (1), (2) and (3)	820,609
(5)	Sponsor contributions to the System during the year ended December 31, 2021	636,435
(6)	Expected interest on (5)	22,275
(7)	Expected Unfunded Actuarial Accrued Liability as of December 31, 2021, (1)+(2)+(3)+(4)-(5)-(6)	11,906,032
(8)	Change to UAAL due to Assumption Change	(269,986)
(9)	Change to UAAL due to Actuarial (Gain)/Loss	(348,789)
(10)	Unfunded Accrued Liability as of January 1, 2022	11,287,257
(11)	UAAL Subject to Amortization (100% AAL less Actuarial Assets)	11,287,257

<u>Date</u> <u>Established</u>	<u>Years</u> <u>Remaining</u>	<u>1/1/2022</u> <u>Amount</u>	<u>Amortization</u> <u>Amount</u>
1/1/2022	18	11,287,257	834,832

## DETAILED ACTUARIAL (GAIN)/LOSS ANALYSIS

(1) Unfunded Actuarial Accrued Liability (UAAL) as of January 1, 2021	\$11,450,321
(2) Expected UAAL as of January 1, 2022	11,906,032
(3) Summary of Actuarial (Gain)/Loss, by component:	
Investment Return (Actuarial Asset Basis)	(63,074)
Salary Increases	(79,508)
Active Decrements	269,893
Inactive Mortality	(559,172)
Other	<u>83,072</u>
Change in UAAL due to (Gain)/Loss	(348,789)
Change to UAAL due to Assumption Change	<u>(269,986)</u>
(4) Actual UAAL as of January 1, 2022	\$11,287,257

# RECONCILIATION OF CHANGES IN CONTRIBUTION REQUIREMENT

(1) Contribution Determined as of January 1, 2021	\$ 1,186,498
(2) Summary of Contribution Impact by component:	
Change in Normal Cost	13,394
Change in Assumed Administrative Expense	(2,959)
Investment Return (Actuarial Asset Basis)	(4,901)
Salary Increases	(6,178)
New Entrants	974
Active Decrements	20,971
Inactive Mortality	(43,449)
Contributions (More) or Less than Recommended	44,237
Increase in Amortization Payment Due to Payroll Growth Assumption	29,945
Change in Expected Member Contributions	(6,965)
Assumption Change	25,506
Other	<u>854</u>
Total Change in Contribution	71,429
(3) Contribution Determined as of January 1, 2022	\$1,257,927

## 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 1/1/2022	Old Assump 1/1/2022	1/1/2021
Valuation Date	12/31/2022	12/31/2022	12/31/2021
Applicable to Fiscal Year Ending			
Actuarial Accrued Liability (PUC)	43,825,386	43,955,335	43,145,567
Actuarial Value of Assets	<u>33,856,263</u>	<u>33,856,263</u>	<u>33,042,417</u>
Unfunded Actuarial Accrued Liability (UAAL)	9,969,123	10,099,072	10,103,150
UAAL Subject to Amortization	5,586,584	5,703,539	5,788,593
Normal Cost <sup>1</sup>	\$598,929	\$594,325	\$567,807
% of Total Annual Payroll <sup>1</sup>	24.4	24.2	23.8
Administrative Expenses <sup>1</sup>	42,284	42,284	45,243
% of Total Annual Payroll <sup>1</sup>	1.7	1.7	1.9
Payment Required to Amortize Unfunded Actuarial Accrued Liability over 19 years (as of 1/1/2022) <sup>1</sup>	425,560	426,171	417,045
% of Total Annual Payroll <sup>1</sup>	17.3	17.4	17.5
Total Required Contribution	1,066,773	1,062,780	1,030,095
% of Total Annual Payroll <sup>1</sup>	43.4	43.3	43.2
Expected Member Contributions <sup>1</sup>	(243,335)	(243,335)	(236,370)
% of Total Annual Payroll <sup>1</sup>	(9.9)	(9.9)	(9.9)
Expected Village Contribution	823,438	819,445	793,725
% of Total Annual Payroll <sup>1</sup>	33.5	33.4	33.3

### 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.

<sup>1</sup> Contributions developed as of 1/1/2022 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
2022	33,466	2,385,880	2,419,346
2023	36,750	2,441,552	2,478,302
2024	42,473	2,489,771	2,532,244
2025	55,398	2,546,360	2,601,758
2026	77,346	2,595,648	2,672,994
2027	112,299	2,643,819	2,756,118
2028	149,781	2,690,500	2,840,281
2029	229,491	2,735,291	2,964,782
2030	336,079	2,813,843	3,149,922
2031	429,576	2,855,808	3,285,384
2032	535,036	2,894,428	3,429,464
2033	627,138	2,929,194	3,556,332
2034	728,580	2,959,588	3,688,168
2035	818,634	2,985,105	3,803,739
2036	892,170	3,005,241	3,897,411
2037	968,532	3,019,509	3,988,041
2038	1,038,348	3,027,437	4,065,785
2039	1,115,652	3,028,558	4,144,210
2040	1,189,950	3,022,458	4,212,408
2041	1,262,768	3,008,856	4,271,624
2042	1,373,286	2,987,643	4,360,929
2043	1,529,160	2,958,876	4,488,036
2044	1,706,525	2,922,631	4,629,156
2045	1,860,348	2,879,007	4,739,355
2046	2,003,362	2,827,991	4,831,353
2047	2,145,920	2,769,445	4,915,365
2048	2,286,525	2,703,133	4,989,658
2049	2,430,738	2,628,604	5,059,342
2050	2,551,824	2,545,389	5,097,213
2051	2,695,973	2,453,024	5,148,997
2052	2,881,565	2,351,101	5,232,666
2053	3,022,757	2,239,333	5,262,090
2054	3,121,657	2,117,709	5,239,366
2055	3,202,968	1,986,426	5,189,394
2056	3,269,031	1,846,184	5,115,215
2057	3,324,949	1,698,352	5,023,301
2058	3,373,095	1,544,796	4,917,891
2059	3,411,899	1,387,943	4,799,842
2060	3,442,732	1,230,570	4,673,302
2061	3,465,460	1,075,573	4,541,033

## ACTUARIAL ASSUMPTIONS AND METHODS

Interest Rate	7.00% per year compounded annually, net of investment related expenses.
Mortality Rate	<p><b>Active Lives:</b> PubS-2010 Employee mortality, unadjusted, with generational improvements with most recent projection scale (currently Scale MP-2021). 10% of active deaths are assumed to be in the line of duty.</p> <p><b>Inactive Lives:</b> PubS-2010 Healthy Retiree mortality, adjusted by a factor of 1.15 for male retirees and unadjusted for female retirees, with generational improvements with most recent projection scale (currently Scale MP-2021).</p> <p><b>Beneficiaries:</b> PubS-2010 Survivor mortality, unadjusted for male beneficiaries and adjusted by a factor of 1.15 for female beneficiaries, with generational improvements with most recent projection scale (currently Scale MP-2021).</p> <p><b>Disabled Lives:</b> PubS-2010 Disabled mortality, adjusted by a factor of 1.08 for male disabled members and unadjusted for female disabled members, with generational improvements with most recent projection scale (currently Scale MP-2021).</p> <p>The mortality assumptions sufficiently accommodate anticipated future mortality improvements.</p>
Retirement Age	See table at end of this section. This is based on a 2022 experience study performed for the Illinois Police Officers' Pension Investment Fund.
Disability Rate	See table at end of this section. 60% of the disabilities are assumed to be in the line of duty. This is based on a 2022 experience study performed for the Illinois Police Officers' Pension Investment Fund.
Termination Rate	See table at end of this section. This is based on a 2022 experience study performed for the Illinois Police Officers' Pension Investment Fund.

Salary Increases

See table below. This is based on a 2022 experience study performed for the Illinois Police Officers' Pension Investment Fund.

Salary Scale	
Service	Rate
0	11.00%
1	9.50%
2	8.00%
3	7.50%
4	7.00%
5	6.00%
6	5.00%
7 - 11	4.00%
12 - 29	3.75%
30+	3.50%

Inflation

2.50%.

Cost-of-Living Adjustment

Tier 1: 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.

Tier 2: 1.25% per year after the later of attainment of age 60 or first anniversary of retirement.

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. 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.

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

3.25% 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)	
Service	Rate	Age	Rate	Age	Rate	Age	Rate
0	13.00%	20	0.000%	50 - 54	20%	50 - 54	5%
1	8.00%	25	0.029%	55 - 62	25%	55	40%
2	7.00%	30	0.133%	63	33%	56 - 62	25%
3	6.00%	35	0.247%	64	40%	63	33%
4	5.00%	40	0.399%	65 - 69	55%	64	40%
5	4.50%	45	0.561%	70+	100%	65 - 69	55%
6	4.00%	50	0.675%			70+	100%
7	3.50%	55	0.855%				
8	3.00%	60	1.093%				
9	2.50%						
10	2.25%						
11	2.00%						
12	1.75%						
13	1.50%						
14+	1.25%						

## 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.

## DISCUSSION OF RISK

ASOP No. 51, Assessment and Disclosure of Risk Associated with Measuring Pension Obligations and Determining Pension Plan Contributions, states that the actuary should identify risks that, in the actuary's professional judgment, may reasonably be anticipated to significantly affect the plan's future financial condition.

Throughout this report, actuarial results are determined under various assumption scenarios. These results are based on the premise that all future plan experience will align with the plan's actuarial assumptions; however, there is no guarantee that actual plan experience will align with the plan's assumptions. It is possible that actual plan experience will differ from anticipated experience in an unfavorable manner that will negatively impact the plan's funded position.

Below are examples of ways in which plan experience can deviate from assumptions and the potential impact of that deviation. Typically, this results in an actuarial gain or loss representing the current-year financial impact on the plan's unfunded liability of the experience differing from assumptions; this gain or loss is amortized over a period of time determined by the plan's amortization method. When assumptions are selected that adequately reflect plan experience, gains and losses typically offset one another in the long term, resulting in a relatively low impact on the plan's contribution requirements associated with plan experience. When assumptions are too optimistic, losses can accumulate over time and the plan's amortization payment could potentially grow to an unmanageable level.

- Investment Return: When the rate of return on the Actuarial Value of Assets falls short of the assumption, this produces a loss representing assumed investment earnings that were not realized. Further, it is unlikely that the plan will experience a scenario that matches the assumed return in each year as capital markets can be volatile from year to year. Therefore, contribution amounts can vary in the future.
- Salary Increases: When a plan participant experiences a salary increase that was greater than assumed, this produces a loss representing the cost of an increase in anticipated plan benefits for the participant as compared to the previous year. The total gain or loss associated with salary increases for the plan is the sum of salary gains and losses for all active participants.
- Payroll Growth: The plan's payroll growth assumption, if one is used, causes a predictable annual increase in the plan's amortization payment in order to produce an amortization payment that remains constant as a percentage of payroll if all assumptions are realized. If payroll does not increase according to the plan's payroll growth assumption, the plan's amortization payment can increase significantly as a percentage of payroll even if all assumptions other than the payroll growth assumption are realized.
- Demographic Assumptions: Actuarial results take into account various potential events that could happen to a plan participant, such as retirement, termination, disability, and death. Each of these potential events is assigned a liability based on the likelihood of the event and the financial consequence of the event for the plan. Accordingly, actuarial liabilities reflect a blend of financial consequences associated with various possible outcomes (such as retirement at one of various possible ages). Once the outcome is known (e.g. the participant retires) the liability is adjusted to reflect the known outcome. This adjustment produces a gain or loss depending on whether the outcome was more or less favorable than other outcomes that could have occurred.

- Contribution Risk: This risk results from the potential that actual employer contributions may deviate from actuarially determined contributions, which are determined in accordance with the Board's funding policy. The funding policy is intended to result in contribution requirements that if paid when due, will result in a reasonable expectation that assets will accumulate to be sufficient to pay plan benefits when due. Contribution deficits, particularly large deficits and those that occur repeatedly, increase future contribution requirements and put the plan at risk for not being able to pay plan benefits when due.

#### Impact of Plan Maturity on Risk

For newer pension plans, most of the participants and associated liabilities are related to active members who have not yet reached retirement age. As pension plans continue in operation and active members reach retirement ages, liabilities begin to shift from being primarily related to active members to being shared amongst active and retired members. Plan maturity is a measure of the extent to which this shift has occurred. It is important to understand that plan maturity can have an impact on risk tolerance and the overall risk characteristics of the plan. For example, plans with a large amount of retired liability do not have as long of a time horizon to recover from losses (such as losses on investments due to lower than expected investment returns) as plans where the majority of the liability is attributable to active members. For this reason, less tolerance for investment risk may be warranted for highly mature plans with a substantial inactive liability. Similarly, mature plans paying substantial retirement benefits resulting in a small positive or net negative cash flow can be more sensitive to near term investment volatility, particularly if the size of the fund is shrinking, which can result in less assets being available for investment in the market.

To assist with determining the maturity of the plan, we have provided some relevant metrics in the table following titled "Plan Maturity Measures and Other Risk Metrics". Highlights of this information are discussed below:

- The Support Ratio, determined as the ratio of active to inactive members, has increased from 62.9% on May 1, 2019 to 71.4% on January 1, 2022, indicating that the plan has experienced a significant growth in active population.
- The Accrued Liability Ratio, determined as the ratio of the Inactive Accrued Liability, which is the liability associated with members who are no longer employed but are due a benefit from the plan, to the Total Accrued Liability, is 82.5%. With a plan of this maturity, losses due to lower than expected investment returns or demographic factors will need to be made up for over a shorter time horizon than would be needed for a less mature plan.
- The Funded Ratio, determined as the ratio of the Actuarial Value of Assets to the Total Accrued Liability, has stayed approximately the same from May 1, 2019 to January 1, 2022. This is a combination of favorable plan experience offset by a shortfall in actual sponsor contributions. If the contribution deficit continues, the funded ratio will continue to decrease even if all assumptions are met.
- The Net Cash Flow Ratio, determined as the ratio of the Net Cash Flow (contributions minus benefit payments and administrative expenses) to the Market Value of Assets, decreased from -3.9% on January 1, 2019 to -4.4% on January 1, 2022. The current Net Cash Flow Ratio of -4.4% indicates that contributions are not currently covering the plan's benefit payments and administrative expenses.

It is important to note that the actuary has identified the risks above as the most significant risks based on the characteristics of the plan and the nature of the project, however, it is not an exhaustive list of potential risks that could be considered. Additional advanced modeling, as well as the identification of additional risks, can be provided at the request of the audience addressed on page 2 of this report.



## PLAN MATURITY MEASURES AND OTHER RISK METRICS

	<u>1/1/2022</u>	<u>1/1/2021</u>	<u>1/1/2020</u>	<u>5/1/2019</u>
<u>Support Ratio</u>				
Total Actives	25	25	23	22
Total Inactives	35	35	36	35
Actives / Inactives	71.4%	71.4%	63.9%	62.9%
 <u>Asset Volatility Ratio</u>				
Market Value of Assets (MVA)	34,110,022	32,689,704	33,126,627	31,553,503
Total Annual Payroll	2,455,454	2,385,168	2,181,035	2,081,243
MVA / Total Annual Payroll	1,389.2%	1,370.5%	1,518.8%	1,516.1%
 <u>Accrued Liability (AL) Ratio</u>				
Inactive Accrued Liability	37,223,648	36,325,067	34,843,121	32,929,128
Total Accrued Liability	45,143,520	44,492,738	43,026,947	42,234,200
Inactive AL / Total AL	82.5%	81.6%	81.0%	78.0%
 <u>Funded Ratio</u>				
Actuarial Value of Assets (AVA)	33,856,263	33,042,417	32,214,031	31,451,745
Total Accrued Liability	45,143,520	44,492,738	43,026,947	42,234,200
AVA / Total Accrued Liability	75.0%	74.3%	74.9%	74.5%
 <u>Net Cash Flow Ratio</u>				
Net Cash Flow <sup>1</sup>	(1,509,369)	(1,355,885)	(794,719)	(1,217,517)
Market Value of Assets (MVA)	34,110,022	32,689,704	33,126,627	31,553,503
Ratio	-4.4%	-4.1%	-2.4%	-3.9%

<sup>1</sup> Determined as total contributions minus benefit payments and administrative expenses.

STATEMENT OF FIDUCIARY NET POSITION  
December 31, 2021

<u>ASSETS</u>	MARKET VALUE
Cash and Cash Equivalents:	
Checking Account	45,543
Certificates of Deposit	1,238,307
Money Market	393,894
Total Cash and Equivalents	1,677,744
Receivables:	
Accrued Past Due Interest	42,014
Total Receivable	42,014
Investments:	
Municipal Obligations	1,775,973
Corporate Bonds	3,241,484
U.S. Gov't and Agency Obligations	5,469,544
Mutual Funds	21,920,318
Total Investments	32,407,319
Total Assets	34,127,077
<u>LIABILITIES</u>	
Liabilities:	
Payable:	
Expenses	17,055
Total Liabilities	17,055
Net Assets:	
Active and Retired Members' Equity	34,110,022
NET POSITION RESTRICTED FOR PENSIONS	34,110,022
TOTAL LIABILITIES AND NET ASSETS	34,127,077

STATEMENT OF CHANGES IN FIDUCIARY NET POSITION  
FOR THE YEAR ENDED December 31, 2021  
Market Value Basis

ADDITIONS

Contributions:

Member	245,762
Village	636,435

Total Contributions	882,197
---------------------	---------

Investment Income:

Miscellaneous Income	(37,563)	
Net Realized Gain (Loss)	(517,932)	
Unrealized Gain (Loss)	1,905,494	
Net Increase in Fair Value of Investments		1,349,999
Interest & Dividends		1,656,287
Less Investment Expense <sup>1</sup>		(76,599)

Net Investment Income	2,929,687
-----------------------	-----------

Total Additions	3,811,884
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DEDUCTIONS

Distributions to Members:

Benefit Payments	2,338,561
Refund of Contributions/Transfers	13,487

Total Distributions	2,352,048
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Administrative Expenses	39,518
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Total Deductions	2,391,566
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Net Increase in Net Position	1,420,318
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NET POSITION RESTRICTED FOR PENSIONS

Beginning of the Year	32,689,704
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End of the Year	34,110,022
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<sup>1</sup> Investment Related expenses include investment advisory, custodial and performance monitoring fees.

# ACTUARIAL ASSET VALUATION

December 31, 2021

## Development of Actuarial Value of Assets

Market Value of Assets, 12/31/2021	34,110,022
(Gains)/Losses Not Yet Recognized	<u>(253,759)</u>
Actuarial Value of Assets, 12/31/2021	33,856,263
12/31/2021 Limited Actuarial Assets:	33,856,263

## Development of Investment Gain/Loss

Market Value of Assets, 12/31/2020	32,689,704
Contributions Less Benefit Payments & Administrative Expenses	(1,509,369)
Expected Investment Earnings <sup>1</sup>	2,235,451
Actual Net Investment Earnings	<u>2,929,687</u>
2021 Actuarial Investment Gain/(Loss)	694,236

<sup>1</sup> Expected Investment Earnings = 7.00% x (32,689,704 + 0.5 x -1,509,369)

## Gains/(Losses) Not Yet Recognized

Plan Year Ending	Gain/(Loss)	Amounts Not Yet Recognized by Valuation Year				
		2021	2022	2023	2024	2025
4/30/2018	(477,226)	(31,815)	0	0	0	0
4/30/2019	660,365	176,097	44,024	0	0	0
12/31/2019	913,890	365,556	182,778	0	0	0
12/31/2020	(1,352,446)	(811,468)	(540,978)	(270,489)	0	0
12/31/2021	694,236	555,389	416,542	277,694	138,847	0
Total		253,759	102,366	7,205	138,847	0

## Development of Asset Returns

(A) 12/31/2020 Actuarial Assets:	33,042,417
(I) Net Investment Income:	
1. Interest and Dividends	1,618,724
2. Realized Gains (Losses)	(517,932)
3. Change in Actuarial Value	1,299,022
4. Investment Expenses	<u>(76,599)</u>
Total	2,323,215
(B) 12/31/2021 Actuarial Assets:	33,856,263
Actuarial Asset Rate of Return = (2 x I) / (A + B - I):	7.20%
Market Value of Assets Rate of Return:	9.17%
Actuarial Gain/(Loss) due to Investment Return (Actuarial Asset Basis)	63,074

# CHANGES IN NET ASSETS AVAILABLE FOR BENEFITS

December 31, 2021  
Actuarial Asset Basis

INCOME		
Contributions:		
Member	245,762	
Village	636,435	
Total Contributions		882,197
Earnings from Investments		
Interest & Dividends	1,656,287	
Miscellaneous Income	(37,563)	
Net Realized Gain (Loss)	(517,932)	
Change in Actuarial Value	1,299,022	
Total Earnings and Investment Gains		2,399,814
EXPENSES		
Administrative Expenses:		
Investment Related <sup>1</sup>	76,599	
Other	39,518	
Total Administrative Expenses		116,117
Distributions to Members:		
Benefit Payments	2,338,561	
Refund of Contributions/Transfers	13,487	
Total Distributions		2,352,048
Change in Net Assets for the Year		813,846
Net Assets Beginning of the Year		33,042,417
Net Assets End of the Year <sup>2</sup>		33,856,263

<sup>1</sup> Investment Related expenses include investment advisory, custodial and performance monitoring fees.

<sup>2</sup> Net Assets may be limited for actuarial consideration.

## STATISTICAL DATA

	<u>1/1/2022</u>	<u>1/1/2021</u>	<u>1/1/2020</u>	<u>5/1/2019</u>
<u>Actives - Tier 1</u>				
Number	8	9	10	12
Average Current Age	45.2	45.5	45.0	46.2
Average Age at Employment	27.2	26.9	26.5	27.6
Average Past Service	18.0	18.6	18.5	18.6
Average Annual Salary	\$128,174	\$122,581	\$118,253	\$111,649
<u>Actives - Tier 2</u>				
Number	17	16	13	10
Average Current Age	30.3	29.2	28.7	29.1
Average Age at Employment	26.1	25.7	25.9	26.5
Average Past Service	4.2	3.5	2.8	2.6
Average Annual Salary	\$84,121	\$80,121	\$76,808	\$74,145
<u>Service Retirees</u>				
Number	25	25	24	22
Average Current Age	62.4	62.1	61.6	61.4
Average Annual Benefit	\$82,058	\$78,568	\$75,967	\$76,952
<u>Beneficiaries</u>				
Number	5	5	6	6
Average Current Age	76.1	75.1	75.7	75.0
Average Annual Benefit	\$43,816	\$43,816	\$40,926	\$40,926
<u>Disability Retirees</u>				
Number	3	3	3	3
Average Current Age	58.0	57.0	56.0	55.4
Average Annual Benefit	\$41,076	\$40,875	\$40,674	\$40,674
<u>Terminated Vested</u>				
Number	2	2	3	4
Average Current Age	28.1	27.1	29.3	28.4
Average Annual Benefit <sup>1</sup>	N/A	N/A	N/A	N/A

<sup>1</sup> Average Annual Benefit for Terminated Vested members reflects the benefit for members entitled to a future annual benefit from the plan.

## 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	0	0	0	0	0	0	0	0	0	0	0	0
25 - 29	1	2	2	0	1	1	0	0	0	0	0	7
30 - 34	0	0	0	3	1	4	0	0	0	0	0	8
35 - 39	1	0	0	0	0	1	0	0	0	0	0	2
40 - 44	0	0	0	0	0	0	0	2	3	0	0	5
45 - 49	0	0	0	0	0	0	0	1	1	0	0	2
50 - 54	0	0	0	0	0	0	0	0	0	0	0	0
55 - 59	0	0	0	0	1	0	0	0	0	0	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	2	2	3	3	6	0	3	4	0	0	25

## VALUATION PARTICIPANT RECONCILIATION

### 1. Active lives

a. Number in prior valuation 1/1/2021	25
b. Terminations	
i. Vested (partial or full) with deferred benefits	0
ii. Non-vested or full lump sum distribution received	(1)
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	23
g. New entrants	<u>2</u>
h. Total active life participants in valuation	25

### 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 <u>Deferred</u>	<u>Total</u>
a. Number prior valuation	25	5	3	2	35
Retired	1	0	0	0	1
Vested Deferred	0	0	0	0	0
Death, With Survivor	0	0	0	0	0
Death, No Survivor	(1)	0	0	0	(1)
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	25	5	3	2	35



## 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 a single employer defined benefit pension plan 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 48 consecutive months of service within the last 60 months of service in which the total salary was the highest 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.

For Tier 2 participants, the salary is capped at a rate of \$106,800 as of 2011, indexed annually at a rate of CPI-U, but not to exceed 3.00%.

#### 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	<b>Tier 1:</b> Age 60 and 8 years of Credited Service. <b>Tier 2:</b> Age 50 with 10 years of Credited Service.
Benefit	<b>Tier 1:</b> Normal Retirement benefit with no minimum. <b>Tier 2:</b> Normal Retirement benefit, reduced 6.00% 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: <ul style="list-style-type: none"><li>a.) 54% of salary attached to the rank held by Member on last day of service, and;</li><li>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.</li></ul>

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

### Vesting (Termination)

Vesting Service Requirement	<b>Tier 1:</b> 8 years.  <b>Tier 2:</b> 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 (4-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.

Community Development

**AGENDA SECTION:** First Reading – ZPS

**SUBJECT:** Third Major Adjustment to a Planned Development for Continental AutoSports to Allow for the Installation of Four (4) Signs at 420 E. Ogden Avenue in the B-3 General Business District - Case A-27-2022

**MEETING DATE:** November 15, 2022

**FROM:** Bethany Salmon, Village Planner

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**Recommended Motion**

Refer the request for a Third Major Adjustment to a Planned Development for Signage Updates at 420 E. Ogden Avenue - Continental Autosports - to the Plan Commission for further hearing and review

OR

Approve an Ordinance Approving a Third Major Adjustment to a Planned Development for Signage Updates at 420 E. Ogden Avenue - Continental Autosports

**Background**

On October 19, 2010, by Ordinance No. O2010-49, the Board of Trustees approved a Special Use Permit for a Planned Development and an Exterior Appearance / Site Plan to allow for façade changes for the Continental AutoSports Ferrari and Maserati Dealership located at 420 E. Ogden Avenue. Several waivers to the Zoning Code were also authorized for parking, loading, setbacks, and lot coverage as part of the Planned Development approval.

On May 21, 2013, by Ordinance No. O2013-10, the Village Board approved a Major Adjustment to the Planned Development to allow for two (2) new ground signs and related Zoning Code waivers, including:

- The installation of two (2) ground signs instead of one (1) ground sign allowed by the Zoning Code
- To allow for larger signage measuring 81.25 square feet each instead of 50 square feet allowed by the Zoning Code
- To allow for five (5) colors instead of three (3) colors allowed by the Zoning Code
- Reduction to the required setbacks for the ground signs, to allow for eight (8) feet in the front yard and four (4) feet in the side yard instead of ten (10) feet and six (6), respectively
- An increase in the height of the ground signs, to allow for fifteen (15) foot tall signs instead of eight (8) feet for the first sign and six (6) feet allowed for the second sign allowed by the Zoning Code

On April 21, 2020, by Ordinance No. O2020-11, a Second Major Adjustment and Exterior Appearance / Site Plan Review was approved by the Village Board to allow for changes to the exterior façade of the building as well as the installation of two (2) wall signs and two (2) ground signs for rebranding to a Ferrari Dealership. Several waivers to the Zoning Code were approved, some of which were previously approved in 2013 by Ordinance No. O2013-10:

- The installation of two (2) ground signs instead of one (1) ground sign (previously approved)
- To allow for five (5) colors instead of three (3) colors on the proposed signs (previously approved)
- A reduction to the required setbacks for the ground signs, to allow for eight (8) feet in the front yard and four (4) feet in the side yard instead of ten (10) feet and six (6), respectively (previously approved)



- An increase in the height of the ground signs, to allow for fourteen feet nine inch (14'-9") tall ground signs instead of eight (8) feet for the first sign and six (6) feet allowed for the second sign
- To allow the two (2) wall signs to measure 4'-4 ¾" by 24'-8" and 3'-1" by 4'-11" to encompass a total area of 123.76 square feet instead of the 100 square feet
- To allow for two (2) wall signs to have an internally illuminated translucent background
- To allow the front façade to be clad in aluminum composite material (ACM)

The subject property is located in the B-3 General Business District. A detention pond and medical center is located to the north in the O-3 District across Ogden Avenue, a bank is located to the west, and an office building / design showroom is located to the east in the B-3 District, and single-family residential homes are located to the south in the R-4 District.

### **Application Request**

The applicant, Continental AutoSports, has submitted an application for a Third Major Adjustment to the Planned Development to allow for the installation of two (2) new wall signs and to reface the existing two (2) ground signs. The proposed signs are to bring the car dealership into compliance with Ferrari national appearance standards.

**Wall Signs** - The applicant is requesting to install two (2) new wall signs on the north elevation facing Ogden Avenue. The existing Ferrari Cavallino Horse wall sign on the right side of the front façade and the "Continental" wall sign above the main entrance will be removed. There are no changes proposed to the existing "Ferrari" wall sign, which measures 108.5 square feet in size.

The proposed wall sign with the Cavallino Horse logo measures 78.7" tall and 56.7" wide, with an overall sign face area of 30.9 square feet. The sign will be halo-lit with LEDs located behind the sign. The second proposed wall sign includes acrylic pin-mounted letters for "Continental" and will be installed in the existing sign area over the front entrance. The non-illuminated sign measures 9" tall and 111.6" wide, with an overall sign face area of 6.9 square feet.

The existing and proposed size of the wall signs on the front façade measures as follows:

Wall Sign Type	Sign Face Area	
	Existing	Proposed
Ferrari Sign (No Change)	108.5 square feet	108.5 square feet
Ferrari Cavallino Horse Logo Sign	15.1 square feet	30.9 square feet
Continental Entrance Sign	7.6 square feet	6.9 square feet
<b>TOTAL</b>	<b>131.2 square feet</b>	<b>146.3 square feet</b>

Per Section 9-106(J), in the B-3 District, two (2) awning valance, canopy valance, wall, or permanent window signs are allowed per user with the maximum gross surface area for the entire building to not exceed one (1) square foot per foot of building frontage, up to a maximum of one hundred (100) square feet. The Village Board previously granted waivers to the Zoning Code to allow for three (3) wall signs and to increase the sign face area to 123.7 square feet. Please note this calculation did not include the existing 7.6 square foot "Continental" wall sign above the front entrance, which brings the current gross wall sign area size to 131.2 square feet.

A new waiver to the Zoning Code is required to allow for 146.3 square feet of gross sign face area for all three (3) wall signs on the building over the 100 square feet of signage allowed. An additional 15.1 square feet in sign face area is proposed (an 11.5% increase).



Ground Signs – The applicant is also proposing to reface the two (2) existing ground signs on site. The top red aluminum paneling of the existing double-sided signs will be replaced with new panels with a 31.5" tall and 22.5" wide Cavallino Horse logo. The Cavallino Horse will be halo-lit and the sides of the sign structure will continue to be internally illuminated. No changes are proposed to the location or the height of the signs.

The Village Board previously approved a reduction to the required setbacks and an increase in height. The ground signs will measure 14'-9" tall and 2'-9" wide, which matches the existing approved height. The signs will be setback eight (8) feet from the front lot line and four (4) feet from the side yards, which were the previously approved reduced setbacks.

Proposed Waivers to the Zoning Code – Several waivers to the Zoning Code are requested as part of this application request, most of which were previously approved under separate ordinances for the Planned Development. A new waiver is requested to allow for a change to the increase in total square footage for the wall signs.

- Number of Ground Signs. Increase the number of ground signs allowed from one (1) to two (2) – ***Previously granted***
- Ground Sign Setbacks. Decrease the required front yard setback from ten (10) feet to eight (8) feet and the required side yard setback from six (6) feet to four (4) feet – ***Previously granted***
- Ground Sign Height. Increase height from eight (8) feet for Sign 1 and from six (6) feet for Sign 2 to 14'-9" for both signs – ***Previously granted***
- Number of Wall Signs. Increase the number of wall signs from two (2) to three (3) – ***Previously granted***
- Wall Sign Area. Increase the gross surface area of the wall signs from 100 square feet to 146.3 square feet – ***Previously granted a waiver for 123.76 square feet***

Two waivers to the Zoning Code are no longer required:

- To allow for five (5) colors instead of three (3) colors allowed by the Zoning Code
- To allow for two (2) wall signs to have an internally illuminated translucent background

Illumination – One proposed wall sign and the ground signs will be halo-lit with LED lights. The current signs that these are replacing are all currently illuminated. The applicant has provided lighting details and night renderings for review.

The proposed signs are required to meet the Village's lighting standards. The illumination of any sign, resulting from any internal or external artificial light source, may not exceed 50 foot-candles when measured with a standard light meter held perpendicular to the sign face at a distance equal to the narrowest dimension of such sign face. All artificial illumination shall be so designed, located, shielded, and directed as to illuminate only the sign face or faces and to prevent the casting of glare or direct light upon adjacent property or streets. Single-family homes in the R-4 District are located to the south of the property. Any illuminated sign located on a lot abutting or across a street from, and visible from, any residentially zoned area shall not be illuminated between the hours of 10:00 P.M. and 7:00 A.M. except that such sign may remain illuminated during such time as the activity to which the sign pertains is open for business so long as such sign is not a public or private nuisance.

**Review Process**

Pursuant to Section 11-603(K) of the Zoning Code, a Major Adjustment to a Planned Development 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 plan as approved will be consistent with the concept and intent of the final plan of the Planned Development. If the Board of Trustees determines that a Major Adjustment is not consistent with the concept and intent of the final plan of the planned development as approved, then the Board of Trustees shall refer the request to the Plan Commission for further hearing and review in accordance with the Detailed Plan submittal process, as provided in Section 11-603(D)(3). It shall be determined if the application is in substantial conformity with the Planned Development as approved. The definition of substantial conformity is attached for review.

**Discussion & Recommendation**

Should the Board find the request is consistent with the concept and intent of the final plan of the Planned Development, the appropriate action would be to move the request forward to a Second Reading. Should the Board find the request is not consistent with the concept and intent of the final plan of the Planned Development, "Move to refer the request to the Plan Commission for further hearing and review."

**Village Board and/or Committee Action**

N/A

**Documents Attached**

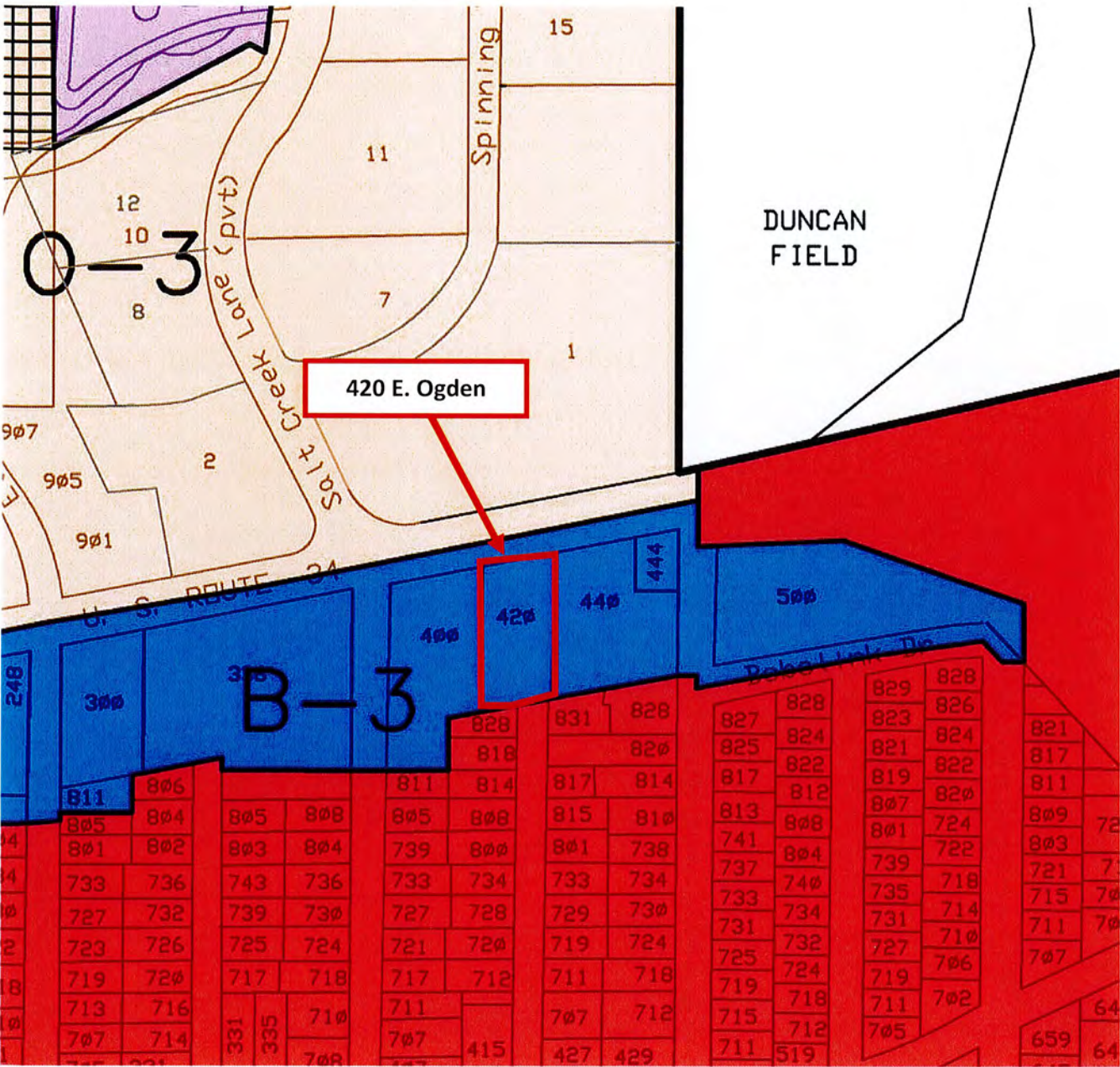
1. Zoning Map and Project Location
2. Aerial View
3. Birds Eye View
4. Prior Planned Development Approvals - Ordinance No. O2010-49, O2013-10, & O2020-11
5. Definition of "Substantial Conformity" per the Zoning Code Section 12-206
6. Draft Ordinance
7. Applications for a Major Adjustment to a Planned Development and Sign Permits



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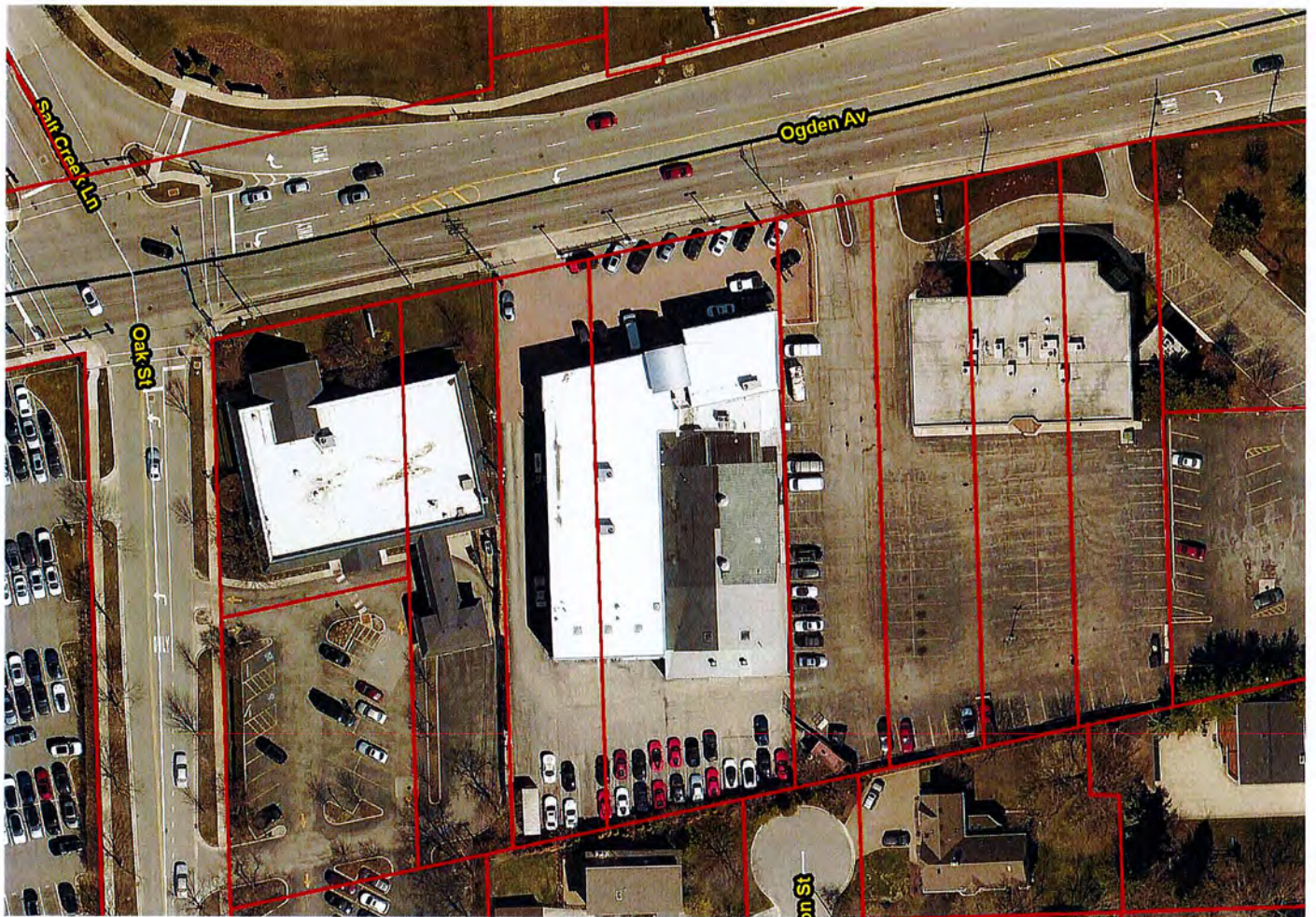


Village of Hinsdale Zoning Map and Project Location





Aerial View – 420 E. Ogden Avenue





Birds Eye View – 420 E. Ogden Avenue



VILLAGE OF HINSDALE

ORDINANCE NO. 2010-49

AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR A PLANNED  
DEVELOPMENT AND SITE PLANS AND EXTERIOR APPEARANCE  
PLANS FOR FAÇADE CHANGES FOR THE COMMERCIAL BUILDING  
LOCATED AT 420 EAST OGDEN AVENUE  
(Plan Commission Case No. A-13-2010)

WHEREAS, John Weinberger/Continental Motorports (the "Applicant") is the legal title owner of the property located at 420 East Ogden Avenue, Hinsdale, Illinois (the "Subject Property"), which Subject Property is legally described in Exhibit A, attached and incorporated herein by reference; and

WHEREAS, the Applicant has applied for a planned development, which is required to be processed as a special use in the B-3 General Business District, for the expansion of an existing car dealership at the Subject Property and the construction of improvements to the façade at the Subject Property; and

WHEREAS, the Hinsdale Plan Commission conducted a public hearing and deliberated on the Application on September 8, 2010, pursuant to notice thereof properly published in the Hinsdalean on August 19, 2010, and, after considering all of the testimony and evidence presented at the public hearing, the Plan Commission recommended approval of the Application subject to numerous conditions and recommendations, all as set forth in the Plan Commission's Findings and Recommendations for Plan Commission Case Number A-13-2010; and

WHEREAS, the Zoning and Public Safety Committee of the Board of Trustees of the Village of Hinsdale, at a public meeting on September 20, 2010, considered the Application and the Findings and Recommendation of the Plan Commission and made its recommendation to the Board of Trustees; and

WHEREAS, the President and Board of Trustees of the Village of Hinsdale have reviewed the recommendation of the Zoning and Public Safety Committee, the Findings and Recommendation of the Plan Commission, and all of the materials, facts, and circumstances related to the Application, and they find that the Application satisfies the standards set forth in the Hinsdale Zoning Code relating to the requested approvals, but only subject to the conditions set forth in this Ordinance.

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

564  
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 Special Use Permit for a Planned Development. The Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and by Sections 11-602 and 11-603 of the Hinsdale Zoning Code, approves a special use permit authorizing a Planned Development for the Subject Property for the expansion of an existing car dealership and the construction of improvements to the façade pursuant to the plans prepared by Styczynski, Walker and Associates, in the form attached hereto, and by this reference incorporated herein, as Exhibit B (the "Approved Detailed Plans"). The approval granted in this Section 2 is subject to the conditions set forth in Section 6 of this Ordinance.

Section 3. Modifications of Certain Zoning Code Regulations for the Property Located at 420 East Ogden Avenue. The Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and by Subsection 11-603H of the Hinsdale Zoning Code, modifies the following provisions of the Hinsdale Zoning Code for the property located at 420 East Ogden Avenue as part of the Planned Development, subject to the conditions set forth in Section 6 of this Ordinance:

- A. The number of parking spaces shall be 40 spaces rather than the required 100 spaces;
- B. There shall be no loading spaces rather than the required one (1) loading space;
- C. The front yard setback shall be 91.07 feet rather than the required 100 feet;
- D. There shall be no side yard (east) setback rather than the required 10 feet; and
- E. The total lot coverage shall be 100% rather than the required 90%.

Section 4. Approval of Site Plan. The Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and by Section 11-604 of the Hinsdale Zoning Code, hereby approves the site plan for the proposed development in the form attached hereto, and by this reference incorporated herein, as Exhibit C (the "Approved Site Plan"), subject to the conditions set forth in Section 6 of this Ordinance.

Section 5. Approval of Exterior Appearance Plans. The Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and

by Section 11-606 of the Hinsdale Zoning Code, hereby approves the exterior appearance plans for the planned development in the form attached hereto, and by this reference incorporated herein, as Exhibit B (the "Approved Exterior Appearance Plans"), subject to the conditions stated in Section 6 of this Ordinance.

Section 6. Conditions on Approvals. The approvals granted in Sections 2 through 5 of this Ordinance are granted expressly subject to all of 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.
- B. Compliance with Approved Plans. All development within the Subject Property shall be undertaken only in strict compliance with the Village-approved plans, including without limitation, the Approved Detailed Plans, the Approved Exterior Appearance Plans, the approved Site Plan and other Village-approved plans.
- C. Compliance with Codes, Ordinances, and Regulations. Except as specifically set forth in this Ordinance, the provisions of the Hinsdale Municipal Code and the Hinsdale Zoning Code shall apply and govern 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 7. Violation of Condition or Code. Any violation of (i) any term or condition stated in this Ordinance or (ii) any applicable code, ordinance, or regulation of the Village shall be grounds for the immediate rescission by the Board of Trustees of the approvals made in this Ordinance.

Section 8. 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 9. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law.

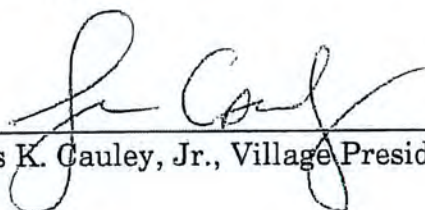
PASSED this 19th day of October 2010.

AYES: Trustees Angelo, Saigh, LaPlaca and Geoga

NAYS: None

ABSENT: Trustees Williams and Schultz

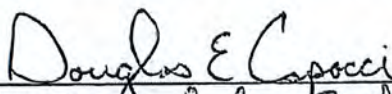
APPROVED this 19th day of October 2010.

  
Thomas K. Cauley, Jr., Village President



Christine M. Bruton, Deputy Village Clerk

**ACKNOWLEDGEMENT AND AGREEMENT BY THE APPLICANT TO THE CONDITIONS OF THIS ORDINANCE:**

  
By: as agent for Continental  
Its:

Date: 10/14, 2010

**EXHIBIT A**

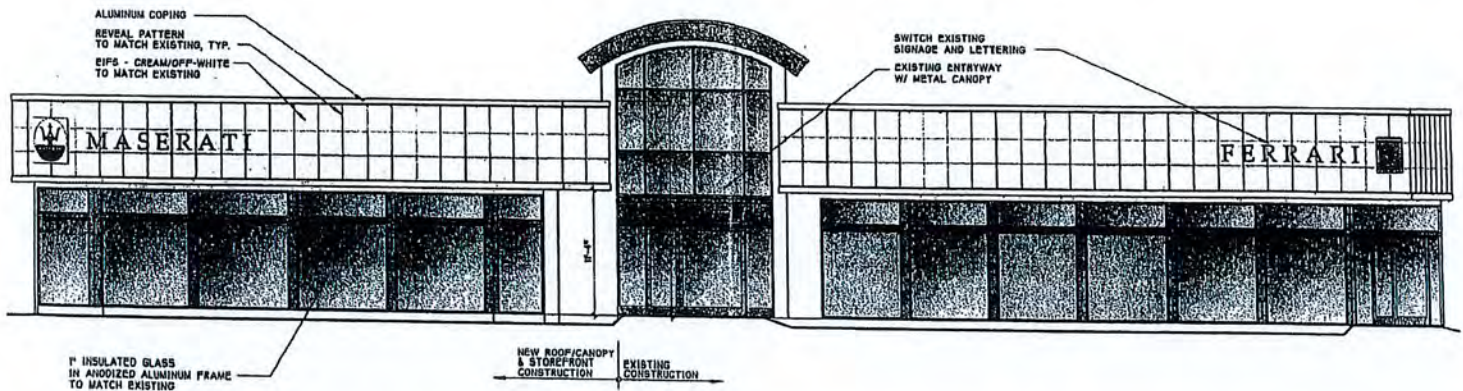
**LEGAL DESCRIPTION**

LOT 1 IN CONTINENTAL AUTOSPORTS, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.



# Continental AutoSports

420 E. Ogden Avenue, Hinsdale, Illinois



NORTH ELEVATION

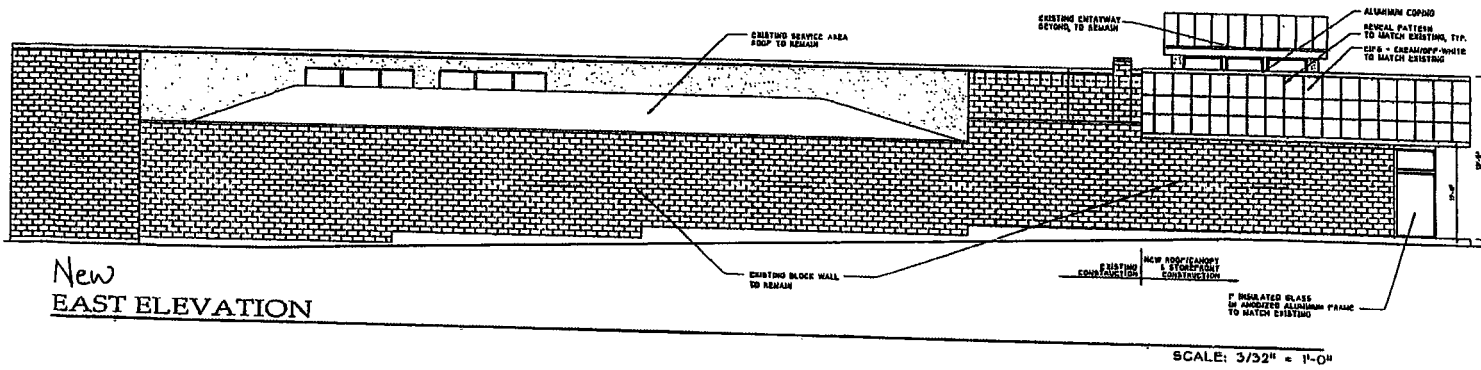
SCALE: 1/8" = 1'-0"



STYCZYNSKI WALKER & ASSOCIATES

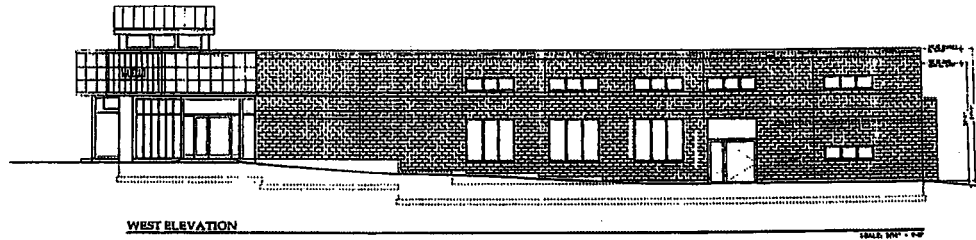
architects  
P.O. Box 1233 • Westmont, Illinois 60559 • 630.789.2513

EXHIBIT B

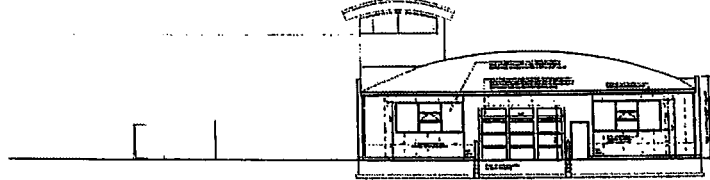


New  
EAST ELEVATION

4.00



WEST ELEVATION



SOUTH ELEVATION

Continental AutoSports Showroom/Roof Renovatic  
 321 E. Ogden Avenue, Bensenville, Illinois  
 LaManita Construction Co., Inc.  
 1800 W. Ogden Avenue, Bensenville, Illinois  
 630-294-3300

Skycynski Walker & Associates  
 1111 N. 11th Street  
 Waukegan, Illinois  
 847-494-4311  
 www.ska-architect.com

06/03/10

09204  
 A4.1

Handwritten signature and initials.



Proposed Drainage Conditions:  
Unchanged from existing

08-062



VILLAGE OF HINSDALE

ORDINANCE NO. O2013-10

AN ORDINANCE APPROVING A MAJOR ADJUSTMENT  
TO A PLANNED DEVELOPMENT FOR TWO NEW MONUMENT SIGNS  
AT 420 E. OGDEN – CONTINENTAL MOTORSPORTS

WHEREAS, a Planned Development for Continental Motorsports (the "Applicant") at 420 E. Ogden Avenue (the "Subject Property") was originally approved by Ordinance on October 19, 2010 (the "Planned Development"); and

WHEREAS, the Subject Property is improved with a Ferrari/Maserati auto dealership, and is legally described in Exhibit A attached hereto and made a part hereof; and

WHEREAS, part of the original approval of the Planned Development included an existing, outdated and non-conforming pylon sign that had been on the Subject Property for many years; and

WHEREAS, Ferrari/Maserati is now requiring the Applicant to update its signage and branding. Rather than simply replace the panel on the existing pylon sign, the Applicant is proposing to improve the site with the signage required and authorized by Ferrari/Maserati in the form of two monument signs (one for Ferrari and one for Maserati) that are more vertical in nature and less obtrusive than the existing pylon sign (the "proposed signs"). One sign would replace the existing pylon sign, and the second would be on the opposite side of the Subject Property, mirroring the size and setbacks of the first. Plans and specifications depicting the proposed signs are attached hereto as Exhibit B and made a part hereof; and

WHEREAS, replacing the existing sign with the proposed signs from Ferrari/Maserati requires several waivers due to the specific design requirements, and is a major adjustment to the approved final plan for the Planned Development requiring the approval of the Village Board pursuant to Subsections 11-603(L) and 11-603(K)(2) of the Hinsdale Zoning Code; and

WHEREAS, the Applicant has now submitted an application for a major adjustment to the Planned Development to allow for the proposed signs and related waivers on the Subject Property (the "Application"); and

WHEREAS, the Zoning and Public Safety Committee considered the Application at a public meeting on April 22, 2013 and, after finding the proposed signs and related waivers to be in substantial conformity with the Planned Development, recommended to this President and Board of Trustees approval of the major adjustment on a vote of 3-0 with 1 abstention; and



WHEREAS, the Board of Trustees of the Village have duly considered the recommendation of the Zoning and Public Safety Committee, and all of the materials, facts and circumstances affecting the Application, and find that the Application proposes changes to the approved final plan for the Planned Development that, as approved by this Ordinance, will be in substantial conformity with the approved final plan for the Planned Development, in conformance with Subsection 11-603(L) and 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 Board of Trustees.

**SECTION 2: Approval of Major Adjustment to the Approved Planned Development.** The Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and pursuant to Subsections 11-603(L) and 11-603(K)(2) of the Hinsdale Zoning Code, approve the major adjustment to the previously approved final plan for the Planned Development, to allow for the proposed signs and related waivers as follows:

- To allow two ground signs instead of the one allowed by Code;
- To allow a total square footage of 81.25 square-feet in lieu of the 50 square-feet allowed;
- To allow the Ferrari sign to have five colors in lieu of the three allowed by Code;
- To allow both signs to maintain the existing setback of the existing pylon sign, which would result in a front-yard setback of 8'-0" in lieu of the required 10'-0", and side-yard setbacks of 4'-0" in lieu of the 6'-0" required.
- To allow both signs to be 15.0 feet in height in lieu of the 8'-0" height allowed for the first sign and the 6'-0" height allowed for the second.

The Planned Development is hereby amended to the extent provided, but only to the extent provided, by the approvals granted herein.

**SECTION 3: Conditions on Approvals.** 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 relative to installation of the signs. Except as otherwise specifically provided in writing in advance by the Village, no work of any kind shall be commenced relative to the signs until 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 work relative to installation of the signs shall be undertaken only in strict compliance with the approved plans and specifications for the signs, including those attached hereto as Exhibit B and made a part hereof.
- C. Compliance with Codes, Ordinances, and Regulations. Except as specifically set forth in this Ordinance, the provisions of the Planned Development, the Hinsdale Municipal Code and the Hinsdale Zoning Code shall apply and govern the installation of the signs on the Subject Property. All work related to the signs 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, the Ordinance approving the Planned Development, any previous amendments thereto, 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 21st day of May 2013.

AYES: Trustees Elder, Angelo, Haarlow, Hughes, LaPlaca, Saigh

NAYS: None

ABSENT: None

APPROVED this 21st day of May 2013.



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

Christine M. Bruton  
Christine M. Bruton, Village Clerk

ACKNOWLEDGEMENT AND AGREEMENT BY THE APPLICANT TO THE  
CONDITIONS OF THIS ORDINANCE:

By: John Wenzinger

Its: Tres.

Date: 5/16/13, 2013



EXHIBIT A

LOT 1 IN CONTINENTAL MOTORSPORTS, BEING A SUBDIVISION  
OF PART OF THE NORTHEAST QUARTER OF SECTION 1,  
TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL  
MERIDIAN, IN DUPAGE COUNTY, ILLINOIS

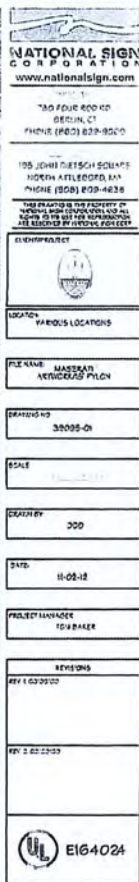
PIN: 09-01-212-004

COMMONLY KNOWN AS: 420 E. OGDEN AVENUE, HINSDALE,  
ILLINOIS

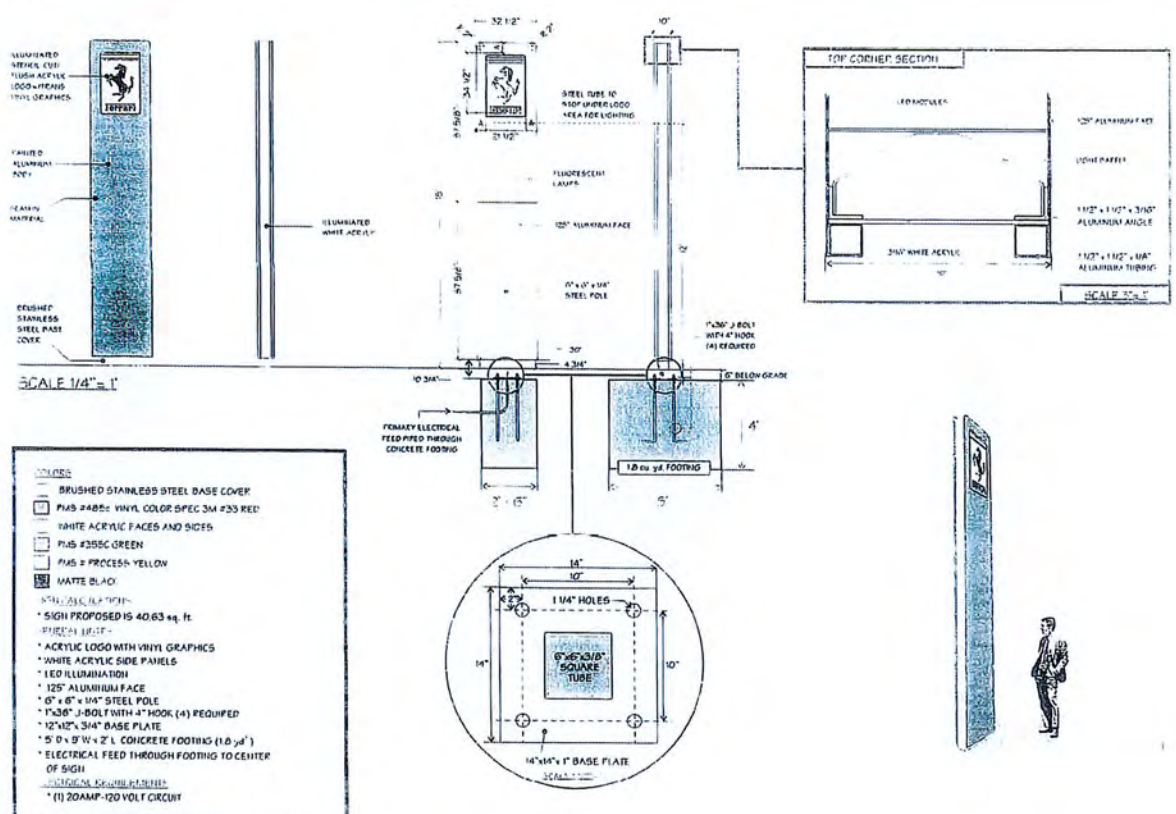
**EXHIBIT B**

**PLANS AND SPECIFICATIONS  
(ATTACHED)**

119. Light



15. **तोलम**

[illegible]



VILLAGE OF HINSDALE

ORDINANCE NO. O2020-11

AN ORDINANCE APPROVING A SECOND MAJOR ADJUSTMENT TO A  
PLANNED DEVELOPMENT AND ASSOCIATED EXTERIOR APPEARANCE AND  
SITE PLAN FOR FAÇADE AND SIGNAGE UPDATES AT 420 E. OGDEN -  
CONTINENTAL AUTOSPORTS

**WHEREAS**, a Special Use Permit for a Planned Development and Site Plans and Exterior Appearance plans for Continental AutoSports (the "Applicant") at 420 E. Ogden Avenue (the "Subject Property") was originally approved by Ordinance O2010-49 on October 19, 2010 (the "Planned Development"); and

**WHEREAS**, the Subject Property is improved with a Ferrari auto dealership (formerly a Ferrari/Maserati dealership), and is legally described in Exhibit A attached hereto and made a part hereof; and

**WHEREAS**, on May 21, 2013, a First Major Adjustment to the Planned Development was approved by Ordinance O2013-10, providing for new ground signage; and

**WHEREAS**, said Subject Property, which was formerly a Ferrari and Maserati dealership, is now exclusively a Ferrari dealership and has removed the previously approved Maserati ground sign. The Applicant is now proposing to improve the site by replacing the previous Maserati ground sign with a Ferrari ground sign for the west end of the Subject Property. The Applicant requests the same number, color, setback, and height relief for the sign as granted in the First Major Adjustment. Plans and specifications depicting the proposed signage are attached hereto as part of Exhibit B attached hereto and made a part hereof; and

**WHEREAS**, the Applicant also proposes to change the exterior façade by changing the façade material to aluminum composite material (ACM) in metallic Ferrari grey and replacing two wall signs. The first wall sign contains Ferrari text in stainless steel with chrome finish, and the second wall sign contains the Ferrari logo. Both signs are proposed to be illuminated. The signage requires waivers for larger signage than allowed by code as well as an internally illuminated translucent background. Plans and specifications depicting the proposed façade and wall signage improvement are also included in Exhibit B; and

**WHEREAS**, replacing the removed Maserati sign with the proposed sign from Ferrari as well as the exterior façade and façade signage changes requires several waivers due to the specific design requirements, and these changes are a major adjustment to the approved final plan for the Planned Development requiring the approval of the Village Board pursuant to Subsections 11-603(L) and 11-603(K)(2) of the Hinsdale Zoning Code; and



WHEREAS, the Applicant has now submitted an application for a second major adjustment to the Planned Development and approved Site Plan and Exterior Appearance Plan to allow for the proposed signs and related waivers on the Subject Property (the "Application"); and

WHEREAS, at the February 18, 2020 Village Board meeting, the Board of Trustees referred the Application to the Plan Commission (PC), while noting concern that the initial proposal contained larger ground signs with a height of twenty feet (20'); and

WHEREAS, the Applicant subsequently revised its proposal to include retention of one current ground sign, and replacement of the second sign with another of equal dimensions; and

WHEREAS, the Plan Commission considered the Application at a public meeting on March 11, 2020, and, after finding the proposed signs and façade improvements and related waivers to be in substantial conformity with the Planned Development, recommended approval of the second major adjustment to this President and Board of Trustees on a vote of seven (7) in favor, zero (0) opposed, and two (2) absent; and

WHEREAS, the Board of Trustees of the Village have duly considered the recommendation of the Plan Commission, and all of the materials, facts and circumstances affecting the Application, and find that the Application proposes changes to the approved final plan for the Planned Development that, as approved by this Ordinance, will be in substantial conformity with the approved final plan for the Planned Development, in conformance with Subsection 11-603(L) and 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 Board of Trustees.

SECTION 2: Approval of the Second Major Adjustment to the Approved Planned Development. The Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and pursuant to Subsections 11-603(L) and 11-603(K)(2) of the Hinsdale Zoning Code, approve the second major adjustment to the previously approved final plan for the Planned Development, to allow for the proposed signs and façade improvements and related waivers as follows:

- To maintain the allowance for two (2) ground signs instead of the one (1) allowed by Code;



- To allow both Ferrari signs to have five (5) colors in lieu of the three (3) allowed by Code;
- To allow both signs to maintain the existing setback of the existing and previous sign, which would result in a front-yard setback of 8'-0" in lieu of the required 10'-0", and side-yard setbacks of 4'-0" in lieu of the 6'-0" required.
- To allow both signs to be 14'-9" in height in lieu of the 8'-0" height allowed for the first sign and the 6'-0" height allowed for the second.
- To allow the front façade to be clad in aluminum composite material (ACM).
- To allow the two wall signs to measure 4'-4 ¾" by 24'-8" and 3'-1" by 4'-11" to encompass a total area of 123.76 square feet instead of the 100 square feet allowed by code.
- To allow the two wall signs an internally illuminated translucent background.

The Planned Development, and associated site plan/exterior appearance plans are hereby amended to the extent provided, but only to the extent provided, by the approvals granted herein.

**SECTION 3: Conditions on Approvals.** 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 relative to installation of the signs. Except as otherwise specifically provided in writing in advance by the Village, no work of any kind shall be commenced relative to the signs until 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 work relative to installation of the signs shall be undertaken only in strict compliance with the approved plans and specifications for the signs and facade, including those attached hereto as Exhibit B and made a part hereof.
- C. Compliance with Codes, Ordinances, and Regulations. Except as specifically set forth in this Ordinance, the provisions of the Planned Development, the original Ordinance and the First Major Adjustment Ordinance, the Hinsdale Municipal Code and the Hinsdale Zoning Code shall apply and govern the installation of the signs and façade changes on the Subject Property. All work related to the signs and façade 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, the Ordinance approving the Planned Development, the First Major Adjustment Ordinance, any previous amendments thereto, 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 21st day of April 2020.

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

NAYS: None

ABSENT: None

APPROVED this 21st day of April 2020.



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

ATTEST:

Christine M. Bruton  
Christine M. Bruton, Village Clerk

ACKNOWLEDGEMENT AND AGREEMENT BY THE APPLICANT TO THE  
CONDITIONS OF THIS ORDINANCE:

By: A WILLIAM STYCZYNSKI, STUDIO 21 ARCHITECTS

Its: PRESIDENT

Date: 4/16/, 2020

EXHIBIT A

LOT 1 IN CONTINENTAL MOTORSPORTS, BEING A SUBDIVISION  
OF PART OF THE NORTHEAST QUARTER OF SECTION 1,  
TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL  
MERIDIAN, IN DUPAGE COUNTY, ILLINOIS

PIN: 09-01-212-004

COMMONLY KNOWN AS: 420 E. OGDEN AVENUE, HINSDALE,  
ILLINOIS

**EXHIBIT B**

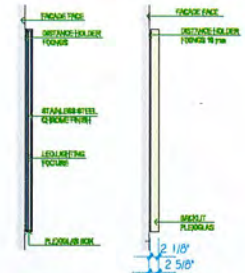
**PLANS AND SPECIFICATIONS  
(ATTACHED)**



EXAMPLE VIEW AT NIGHT



FRONT ELEVATION  
SCALE 1/2"

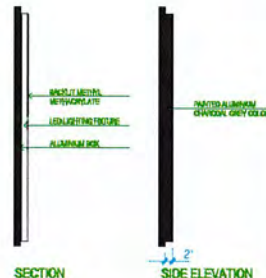


SECTION  
SCALE 1/2"

SIDE ELEVATION  
SCALE 1/2"



FRONT ELEVATION  
SCALE 1/2"



SECTION

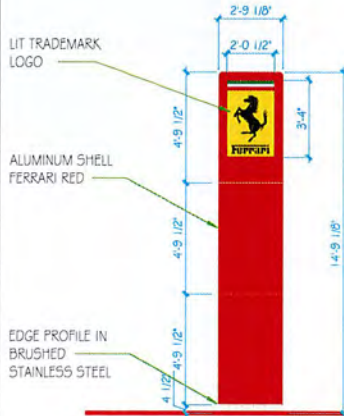
SIDE ELEVATION



EXAMPLE VIEW AT NIGHT

## BUILDING SIGNAGE

SCALE: 1/2" = 1'-0"



## MONUMENT SIGN ELEVATION

SCALE: 1/4" = 1'-0"

DATE  
02/25/20  
SHEET  
Exterior  
Signage

5012 Fairview Ave.  
Downers Grove, IL 60515

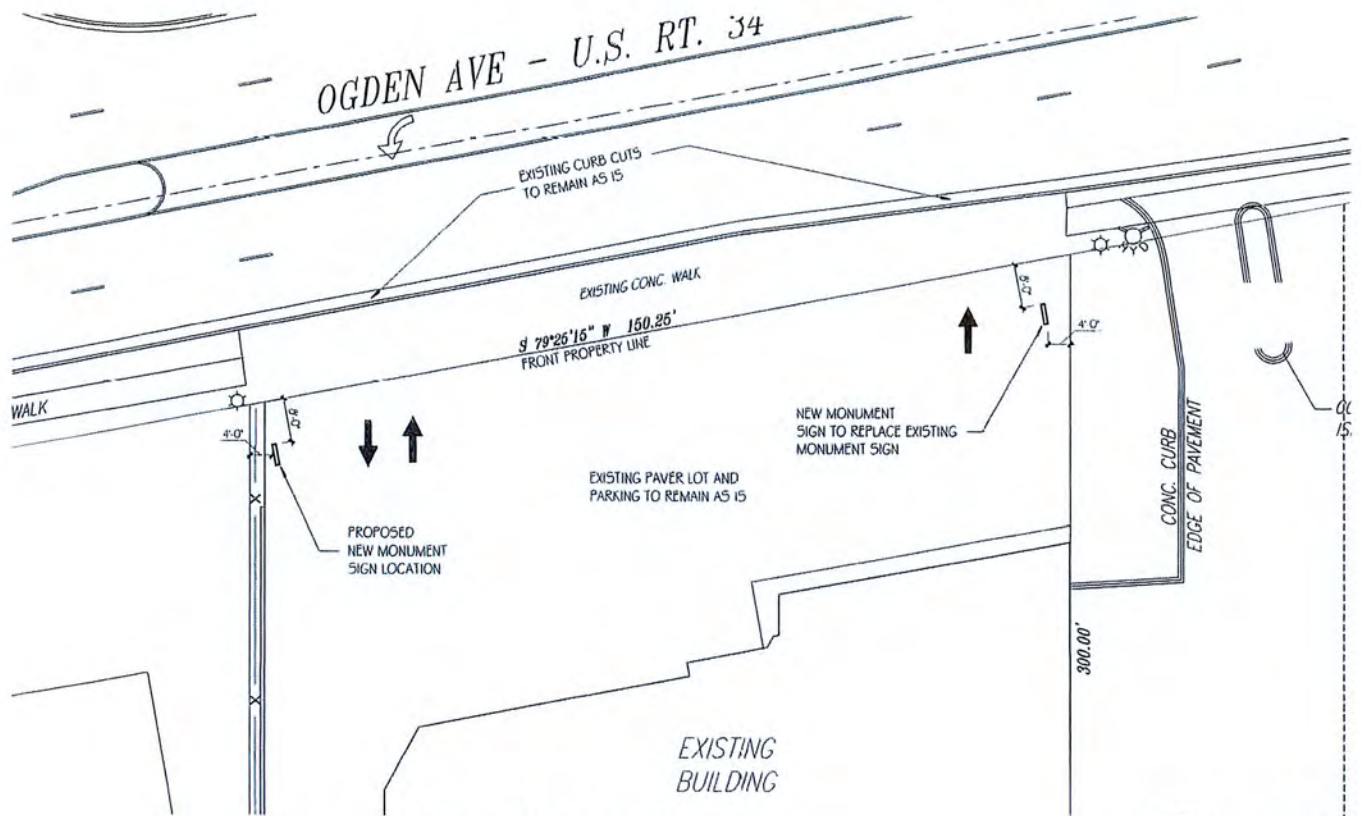
630.789.2513  
studio21architects.com



Continental AutoSports Signage  
420 E. Ogden Avenue, Hinsdale, IL 60521



studio21  
architects



# SITE PLAN

SCALE: 1/16" = 1'-0"



5012 Fairview Ave.  
Downers Grove, IL 60515

630.789.2513  
studio21architects.com



### **Zoning Code Section 12-206 (Definitions)**

Substantial Conformity: For the purposes of granting plan approvals relating to planned developments and site plans, a newly submitted plan shall be deemed to be in substantial conformity with a previously approved plan if, but only if, the newly submitted plan:

- A. Does not increase the number of dwelling units, the gross floor area of the development, or the gross floor area devoted to any particular use; and
- B. Does not increase building coverage by more than ten percent (10%) of the percentage of the previously approved plan; and
- C. Does not change the orientation of any building by more than two percent (2%) compared to the previously approved plan; and
- D. Does not decrease open space; and
- E. Does not change the general location of any open space in any manner to detract from its intended function in the previously approved plan; and
- F. Does not change the general location and arrangement of land uses within the development as shown on the previously approved plan; and
- G. Does not change or relocate rights of way shown on the previously approved plan in any manner or to any extent that would decrease their functionality, adversely affect their relation to surrounding land use and rights of way elements, or reduce their effectiveness as buffers or amenities; and
- H. Does not alter the percentage of any land use in any stage of the development by more than ten (10) percentage points as compared to its percentage in the previously approved plan; and
- I. Does not delay any stage of the previously approved development schedule by more than twelve (12) months; and
- J. Does not violate any applicable law or ordinance; and
- K. Does not depart from the previously approved plan in any other manner determined by the reviewing body or official, based on stated findings and conclusions, to be a material deviation from the previously approved plan.



VILLAGE OF HINSDALE

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE APPROVING A THIRD MAJOR ADJUSTMENT TO A PLANNED DEVELOPMENT FOR SIGNAGE UPDATES AT 420 E. OGDEN AVENUE - CONTINENTAL AUTOSPORTS**

**WHEREAS**, a Special Use Permit for a Planned Development and Site Plans and Exterior Appearance plans for Continental AutoSports (the "Applicant") at 420 E. Ogden Avenue (the "Subject Property") was originally approved by Ordinance O2010-49 on October 19, 2010 (the "Planned Development"); and

**WHEREAS**, the Subject Property is improved with a Ferrari auto dealership (formerly a Ferrari/Maserati dealership), and is legally described in **Exhibit A** attached hereto and made a part hereof; and

**WHEREAS**, on May 21, 2013, a First Major Adjustment to the Planned Development providing for new ground signage was approved by Ordinance O2013-10; and

**WHEREAS**, on April 21, 2020, a Second Major Adjustment to the Planned Development also providing for new ground signage was approved by Ordinance O2020-11; and

**WHEREAS**, the Applicant, who operates the Ferrari dealership on the Subject Property, is now proposing to improve the site by making several signage changes that will bring the facility into compliance with Ferrari national appearance standards. The proposed changes include the replacement of two (2) wall signs that will require an additional Planned Development waiver in the form of an increase in the permitted wall sign square footage from 123.76 square feet to 146.3 square feet, and changes to two (2) monument signs that involve replacing existing internally illuminated metal panels with halo-lit signs (collectively, the "Proposed Signage Changes"). There is no increase in the overall number of signs, or the size of the monument signs. The Proposed Signage Changes are depicted in the plans and specifications attached hereto as part of **Exhibit B** attached hereto and made a part hereof; and

**WHEREAS**, the Proposed Signage Changes are a major adjustment to the approved final plan for the Planned Development requiring the approval of the Village Board pursuant to Subsections 11-603(L) and 11-603(K)(2) of the Hinsdale Zoning Code; and

**WHEREAS**, the Applicant has now submitted an application for a Third Major Adjustment to the Planned Development to allow for the Proposed Signage Changes and related waivers on the Subject Property (the "Application"); and



**WHEREAS**, the Board of Trustees of the Village have duly considered the recommendation of the Plan Commission, and all of the materials, facts and circumstances affecting the Application, and find that the Application proposes changes to the approved final plan for the Planned Development that, as approved by this Ordinance, will be in substantial conformity with the approved final plan for the Planned Development, in conformance with Subsection 11-603(L) and 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 Board of Trustees.

**SECTION 2: Approval of the Third Major Adjustment to the Approved Planned Development.** The Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and pursuant to Subsections 11-603(L) and 11-603(K)(2) of the Hinsdale Zoning Code, approve the third major adjustment to the previously approved final plan for the Planned Development to allow for the Proposed Signage Changes and related waivers on the Subject Property. The waivers are adjusted as follows:

- The previously granted waiver related to wall sign square footage is increased to encompass a total wall sign area of 146.3 square feet instead of 100 square feet allowed by code, in order to accommodate a total of three (3) wall signs measuring 4'-4 3/4" by 24'-8 3/8", 9'-3 3/5" by 9", and 4'-8 7/10" by 6'-6 7/10"
- The previously granted waivers for additional sign colors and internally illuminated translucent backgrounds for signs are no longer necessary

The Planned Development is hereby amended to the extent provided, but only to the extent provided, by the approvals granted herein and by the plans and specifications depicting the Proposed Signage Changes attached hereto as **Exhibit B** and made a part hereof.

**SECTION 3: Conditions on Approvals.** 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 relative to installation of the signs. Except as otherwise specifically provided in writing in advance by the Village, no work of any kind shall be commenced relative to the signs until 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 work relative to installation of the signs shall be undertaken only in strict compliance with the approved plans and specifications for the signs and facade, including those attached hereto as **Exhibit B** and made a part hereof.
- C. Compliance with Codes, Ordinances, and Regulations. Except as specifically set forth in this Ordinance, the provisions of the Planned Development, the original Ordinance and the First Major Adjustment Ordinance, the Second Major Adjustment Ordinance, the Hinsdale Municipal Code and the Hinsdale Zoning Code shall apply and govern the installation of the signs and façade changes on the Subject Property. All work related to the signs and façade 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, the Ordinance approving the Planned Development, the First Major Adjustment Ordinance, the Second Major Adjustment Ordinance, any previous amendments thereto, 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 \_\_\_\_\_ 2022.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

\_\_\_\_\_  
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: \_\_\_\_\_, 2022

**EXHIBIT A**

**LOT 1 IN CONTINENTAL MOTORSPORTS, BEING A SUBDIVISION OF  
PART OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP  
38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN,  
IN DUPAGE COUNTY, ILLINOIS**

**PIN: 09-01-212-004**

**COMMONLY KNOWN AS: 420 E. OGDEN AVENUE, HINSDALE,  
ILLINOIS**

**EXHIBIT B**

**PLANS AND SPECIFICATIONS  
(ATTACHED)**



**VILLAGE  
OF HINSDALE** FOUNDED IN 1873

**VILLAGE OF HINSDALE  
COMMUNITY DEVELOPMENT  
DEPARTMENT**

**PLAN COMMISSION APPLICATION**

**I. GENERAL INFORMATION**

**Owner**

<b>Applicant</b>	<b>Owner</b>
Name: Continental AutoSports	Joel Weinberger
Address: 420 E. Ogden Ave	
City/Zip: Hinsdale, IL 60521	
Phone/Fax: (630) 655-3535 /	
E-Mail: jkw@continentalmotors.com	

<b>CONTRACTOR</b>
Name: John Doyle
Chicago Sign and Light Co
Address: 26w535 Saint Charles Road
City/Zip: Carol Stream, IL 60188
Phone/Fax: (630) 407-0802 / 407-0805
E-Mail: chicagosigns@aol.com

<b>Others, if any, involved in the project (i.e. Architect, Attorney, Engineer)</b>
---

Name: _____
Title: _____
Address: _____
City/Zip: _____
Phone/Fax: ( ) _____ / _____
E-Mail: _____

Name: _____
Title: _____
Address: _____
City/Zip: _____
Phone/Fax: ( ) _____ / _____
E-Mail: _____

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

## II. SITE INFORMATION

Address of subject property: 420 E. Ogden Ave

Property identification number (P.I.N. or tax number): 09 - 01 - 212 - 004

Brief description of proposed project: Replace graphic over entrance with non-illuminated individual letters.  
Replace wall sign at West end of fascia.  
Reface two double faced monument signs.

General description or characteristics of the site: Auto Dealer

Existing zoning and land use: B-3

Surrounding zoning and existing land uses:

North: 0-3

South: R-3

East: B-3

West: B-3

Proposed zoning and land use: Same

**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

Address of subject property: 420 E. OGDEN - FERRARI

The following table is based on the \_\_\_\_\_ Zoning District.

	Minimum Code Requirements	Proposed/Existing Development
Minimum Lot Area (s.f.)		
Minimum Lot Depth		
Minimum Lot Width		
Building Height		
Number of Stories		
Front Yard Setback		
Corner Side Yard Setback		
Interior Side Yard Setback		
Rear Yard Setback		
Maximum Floor Area Ratio (F.A.R.)*		
Maximum Total Building Coverage*		
Maximum Total Lot Coverage*		
Parking Requirements		
Parking front yard setback		
Parking corner side yard setback		
Parking interior side yard setback		
Parking rear yard setback		
Loading Requirements		
Accessory Structure Information		

NO  
CHANGES

\* Must provide actual square footage number and percentage.

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



## CERTIFICATION

The Applicant certifies and acknowledges and agrees that:

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

On the 21 day of September, 2022, I/We have read the above certification, understand it, and agree to abide by its conditions.

Signature of applicant or authorized agent

Joel K. Weinberger

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 21 day of  
September, 2022.

M. Brongiel  
Notary Public







**MAJOR ADJUSTMENT TO PLANNED  
DEVELOPMENT  
COMMUNITY DEVELOPMENT  
DEPARTMENT**

**\*Must be accompanied by completed Plan Commission Application**

10.01.2022

**Address of proposed request:** Continental Ferrari, 420 E. Ogden Ave.

**Proposed Planned Development request:**

**Amendment to Adopting Ordinance Number:**

**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.

The proposed wall sign revision requires an increase from 123 sq ft to 147 sq ft of sign area allowance. The existing fascia is approximately 1081 sq ft. The additional square foot request is a minor 1.8% increase. The "Halo" lighting is more in compliance with code than the previous sign.

The changes to the two monument signs involve replacing an illuminated panel with a "Halo" illuminated symbol without changing cabinet size...so again more in compliance with code than the previous allowance.

These changes keep the appearance of this facility consistent with other similar uses along Ogden Avenue. These changes will not impair an adequate supply of light and air to adjacent properties and will not increase congestion of traffic on the public streets and will not impair natural drainage or create drainage problems on adjacent properties. These changes will not increase the danger of fire or endanger the public safety, or diminish property values in the neighborhood.

The reason for these requests is to bring this facility into compliance with Ferrari national appearance standards.



**VILLAGE OF HINSDALE  
COMMUNITY DEVELOPMENT DEPARTMENT  
APPLICATION FOR SIGN PERMIT**

**Applicant**

Name: Continental AutoSports  
Address: 420 E. Ogden Ave  
City/Zip: Hinsdale, IL 60521  
Phone/Fax: ( 630 ) 655-3535 / \_\_\_\_\_  
E-Mail: jkw@continentalmotors.com  
Contact Name: Joel Weinberger

### Contractor

Name: Chicago Sign and Light Company

Address: 26w535 Saint Charles Road

City/Zip: Carol Stream, IL 60188

Phone/F ax: ( 630 ) 407-0802 / 407-0805

E -Mail: chicagosigns@aol.com

Contact Name: John Doyle

**ADDRESS OF SIGN LOCATION:** 420 E. Ogden Ave

**ZONING DISTRICT:** B-3 General Business District

**SIGN TYPE:** Wall Sign individual Cavallino (Ferrari logo)

**ILLUMINATION** Reverse channel (silhouette), LED illuminated

**Sign Information:**

Overall Size (Square Feet): 31 sq ft ( 78.7"x 56.7" )

Overall Height from Grade: nominal 18 Ft.

Proposed Colors (Maximum of Three Colors):

### 1 Chrome

2 \_\_\_\_\_

3 \_\_\_\_\_

**Site Information:**

Lot/Street Frontage: 150.19'

Building/Tenant Frontage: 129'-9"

Existing Sign Information:

Business Name: Continental Ferrari

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.~~

X

Signature of Applicant

Date \_\_\_\_\_

X

Signature of Building Owner

Date \_\_\_\_\_

**FOR OFFICE USE ONLY – DO NOT WRITE BELOW THIS LINE**

Total square footage: \_\_\_\_\_ x \$4.00 = \_\_\_\_\_ (Minimum \$75.00)

Plan Commission Approval Date: \_\_\_\_\_ Administrative Approval Date: \_\_\_\_\_



**VILLAGE OF HINSDALE  
COMMUNITY DEVELOPMENT DEPARTMENT  
APPLICATION FOR SIGN PERMIT**

**Applicant**

Name: Continental AutoSports  
Address: 420 E. Ogden Ave  
City/Zip: Hinsdale, IL 60521  
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Address: 26w535 Saint Charles Road  
City/Zip: Carol Stream, IL 60188  
Phone/F ax: ( 630 ) 407-0802 / 407-0805  
E-Mail: chicagosigns@aol.com  
Contact Name: John Doyle

**ADDRESS OF SIGN LOCATION:** 420 E. Ogden Ave

**ZONING DISTRICT:** B-3 General Business District

**SIGN TYPE:** Wall Sign individual 9" pin mount letters with chrome face to replace existing ACM / vinyl panel

**ILLUMINATION** non-illuminated

**Sign Information:**

Overall Size (Square Feet): 7 sq ft ( 9" x 112" )

Overall Height from Grade: 10 Ft.

Proposed Colors (Maximum of Three Colors):

① Chrome

② \_\_\_\_\_

③ \_\_\_\_\_

**Site Information:**

Lot/Street Frontage: 150.19'

Building/Tenant Frontage: 129'-9"

Existing Sign Information:

Business Name: Continental Ferrari

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.

X

[Signature]  
Signature of Applicant

9/27/22  
Date

X

[Signature]  
Signature of Building Owner

9/27/22  
Date

**FOR OFFICE USE ONLY - DO NOT WRITE BELOW THIS LINE**

Total square footage: \_\_\_\_\_ x \$4.00 = \_\_\_\_\_ (Minimum \$75.00)

Plan Commission Approval Date: \_\_\_\_\_ Administrative Approval Date: \_\_\_\_\_



**VILLAGE OF HINSDALE  
COMMUNITY DEVELOPMENT DEPARTMENT  
APPLICATION FOR SIGN PERMIT**

**Applicant**

Name: Continental AutoSports  
Address: 420 E. Ogden Ave  
City/Zip: Hinsdale, IL 60521  
Phone/Fax: ( 630 ) 655-3535 /             
E-Mail: jkw@continentalmotors.com  
Contact Name: Joel Weinberger

**Contractor**

Name: Chicago Sign and Light Company  
Address: 26w535 Saint Charles Road  
City/Zip: Carol Stream, IL 60188  
Phone/Fax: ( 630 ) 407-0802 / 407-0805  
E-Mail: chicagosigns@aol.com  
Contact Name: John Doyle

**ADDRESS OF SIGN LOCATION:** 420 E. Ogden Ave

**ZONING DISTRICT:** B-3 General Business District

**SIGN TYPE:** WEST Monument Sign individual Cavallino (Ferrari logo) on red field

**ILLUMINATION** Reverse channel (silhouette), LED illuminated, white side accent

**Sign Information:**

Overall Size (Square Feet): 39.71 sq ft( 2'9" x 14'4" )

Overall Height from Grade: 14' 9" Ft.

Proposed Colors (Maximum of Three Colors):

- ① Chrome
- ② Red
- ③ White (sides)

**Site Information:**

Lot/Street Frontage: 150.19'

Building/Tenant Frontage: 129'-9"

Existing Sign Information:

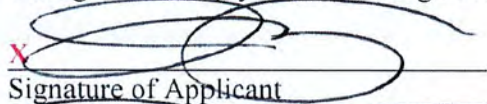
Business Name: Continental Ferrari

Size of Sign:                      Square Feet

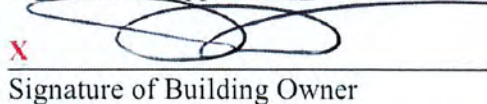
Business Name:                     

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.

X   
Signature of Applicant

9/27/22  
Date

X   
Signature of Building Owner

9/27/22  
Date

**FOR OFFICE USE ONLY - DO NOT WRITE BELOW THIS LINE**

Total square footage:                      x \$4.00 =              (Minimum \$75.00)

Plan Commission Approval Date:                      Administrative Approval Date:



**VILLAGE OF HINSDALE  
COMMUNITY DEVELOPMENT DEPARTMENT  
APPLICATION FOR SIGN PERMIT**

**Applicant**

Name: Continental AutoSports  
Address: 420 E. Ogden Ave  
City/Zip: Hinsdale, IL 60521  
Phone/Fax: ( 630 ) 655-3535 /           
E-Mail: jkw@continentalmotors.com  
Contact Name: Joel Weinberger

**Contractor**

Name: Chicago Sign and Light Company  
Address: 26w535 Saint Charles Road  
City/Zip: Carol Stream, IL 60188  
Phone/Fax: ( 630 ) 407-0802 / 407-0805  
E-Mail: chicagosigns@aol.com  
Contact Name: John Doyle

**ADDRESS OF SIGN LOCATION:** 420 E. Ogden Ave

**ZONING DISTRICT:** B-3 General Business District

**SIGN TYPE:** EAST Monument Sign individual Cavallino (Ferrari logo) on red field

**ILLUMINATION** Reverse channel (silhouette), LED illuminated, white side accent

**Sign Information:**

Overall Size (Square Feet): 39.71 sq ft( 2'9" x 14'4" )

Overall Height from Grade: 14' 9" Ft.

Proposed Colors (Maximum of Three Colors):

- 1** Chrome
- 2** Red
- 3** White (sides)

**Site Information:**

Lot/Street Frontage: 150.19'

Building/Tenant Frontage: 129'-9"

Existing Sign Information:

Business Name: Continental Ferrari

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.

**X**

Signature of Applicant

Date

9/27/22

**X**

Signature of Building Owner

Date

9/27/22

**FOR OFFICE USE ONLY - DO NOT WRITE BELOW THIS LINE**

Total square footage:                      x \$4.00 =              (Minimum \$75.00)

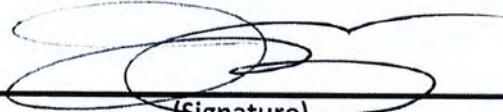
Plan Commission Approval Date:                      Administrative Approval Date:

# AUTHORIZATION TO INSTALL SIGNAGE

I/WE GIVE NATIONAL SIGN AND OR THEIR AGENTS PERMISSION TO OBTAIN  
PERMITS AND INSTALL

LOCATION: Ferrari  
420 E. Ogden Ave.  
Hinsdale, IL. 60521

## ON BEHALF OF OWNER/OWNER REPRESENTATIVE

NAME:  DATE: 5/18/22  
(Signature)

NAME: Joel Weinberger DATE: \_\_\_\_\_  
(Please Print)

TITLE: President

COMPANY  
NAME: Continental AutoSports

ADDRESS: 420 E. Ogden Ave Hinsdale

TELEPHONE: 630 655-3535

EXHIBIT A

LEGAL DESCRIPTION

LOT 1 IN CONTINENTAL AUTOSPORTS, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.



# WARNING



CALL BEFORE  
YOU DIG  
800-892-0123

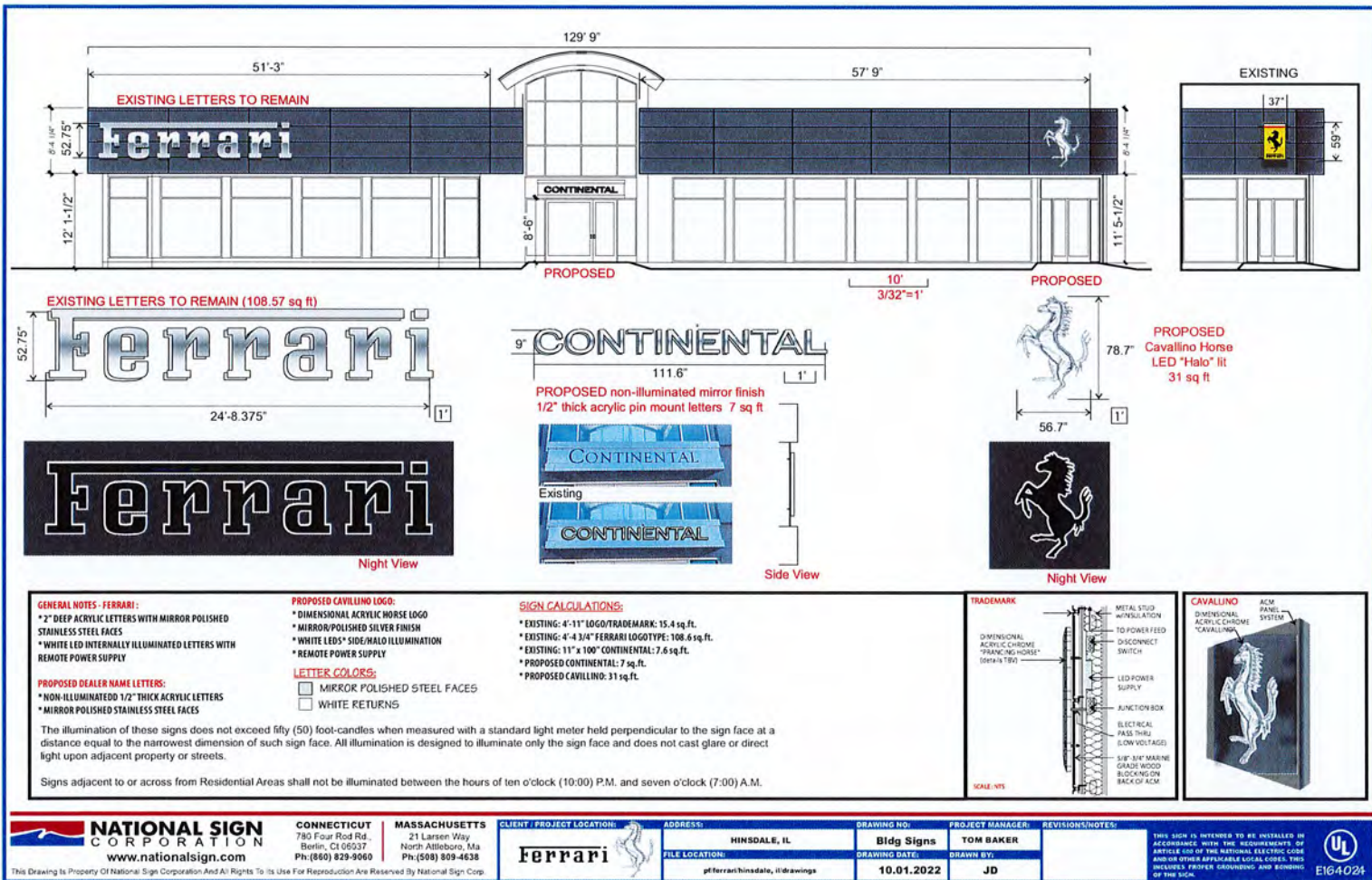
## BENCHMARK:

A BRONZE DISK MONUMENT ESTABLISHED IN CONG BASE OF TRAFFIC CONTROL LIGHT STANDED "DUPAGE COUNTY MAPS AND PLATS" LOC. AT THE NORTHWEST CORNER OF YORK RD. & U.S. RT. 34 (OGDEN AVE).  
ELEVATION: 652.76

NOTE: EXISTING FOUNDATION AND STRUCTURAL MATERIALS TO BE REMOVED FROM THE SITE AND DISPOSAL OF LEGALLY.  
NOTE: SITE IS NOT EXISTING BALANCED. CONTRACTOR SHOULD EXPECT TO REMOVE EXCESS EXCAVATION FROM SITE AND DISPOSE OF LEGALLY.  
CONTRACTOR TO REMOVE AND REPLACE ANY CURB DAMAGED DURING CONSTRUCTION.  
CONTRACTOR TO REMOVE AND REPLACE ANY DAMAGED SIDEWALK.  
SIDEWALK REPLACEMENT: SIDEWALK THROUGH DRIVE - 1" THICK 4" GRANULAR BEDDING. SIDEWALKS 5" THICK.  
ALL CONTRACTOR SIGNS TO BE PLACED WITHIN PROPERTY BOUNDARY.  
DOWNPOUTS TO DRAW TO THE FRONT OR REAR OF THE PROPERTY.  
FOUNDATION CONSTRUCTION: PUMP-OUT TESTED WATER TOWARDS STORM INLET AT SOUTHEAST CORNER OF PROPERTY.

## LEGEND

- FOUNDED LIGHT
- MONUMENT
- 8" DIA
- 12" DIA
- 18" DIA
- 24" DIA
- 30" DIA
- 36" DIA
- 42" DIA
- 48" DIA
- 54" DIA
- 60" DIA
- 66" DIA
- 72" DIA
- 78" DIA
- 84" DIA
- 90" DIA
- 96" DIA
- 102" DIA
- 108" DIA
- 114" DIA
- 120" DIA
- 126" DIA
- 132" DIA
- 138" DIA
- 144" DIA
- 150" DIA
- 156" DIA
- 162" DIA
- 168" DIA
- 174" DIA
- 180" DIA
- 186" DIA
- 192" DIA
- 198" DIA
- 204" DIA
- 210" DIA
- 216" DIA
- 222" DIA
- 228" DIA
- 234" DIA
- 240" DIA
- 246" DIA
- 252" DIA
- 258" DIA
- 264" DIA
- 270" DIA
- 276" DIA
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- 414" DIA
- 420" DIA
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- 438" DIA
- 444" DIA
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- 552" DIA
- 558" DIA
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- 570" DIA
- 576" DIA
- 582" DIA
- 588" DIA
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- 600" DIA
- 606" DIA
- 612" DIA
- 618" DIA
- 624" DIA
- 630" DIA
- 636" DIA
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- 660" DIA
- 666" DIA
- 672" DIA
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- 702" DIA
- 708" DIA
- 714" DIA
- 720" DIA
- 726" DIA
- 732" DIA
- 738" DIA
- 744" DIA
- 750" DIA
- 756" DIA
- 762" DIA
- 768" DIA
- 774" DIA
- 780" DIA
- 786" DIA
- 792" DIA
- 798" DIA
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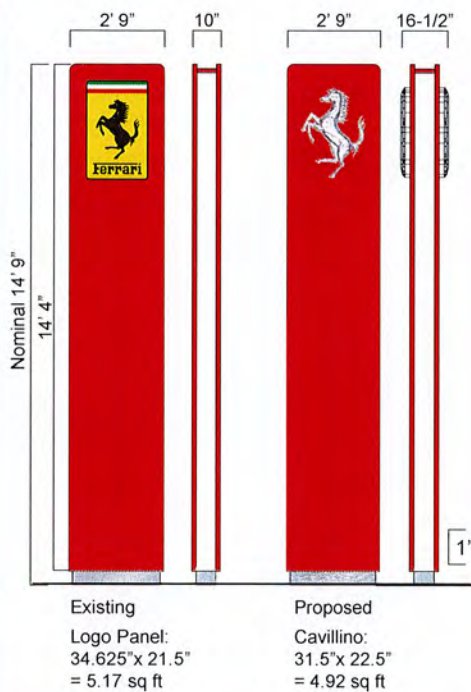




## TOTEM SIGN FACE RETROFIT (2 SIGNS)

The illumination of this sign does not exceed fifty (50) foot-candles when measured with a standard light meter held perpendicular to the sign face at a distance equal to the narrowest dimension of such sign face. All illumination is designed to illuminate only the sign face and does not cast glare or direct light upon adjacent property or streets.

Signs adjacent to or across from Residential Areas shall not be illuminated between the hours of ten o'clock (10:00) P.M. and seven o'clock (7:00) A.M.



## SIGN LOCATIONS



**NATIONAL SIGN CORPORATION**  
www.nationalsign.com

CONNECTICUT  
780 Four Rod Rd.  
Berlin, CT 06037  
Ph: (860) 829-9060

MASSACHUSETTS  
21 Larsen Way  
North Attleboro, Ma  
Ph: (508) 809-4638

CLIENT / PROJECT LOCATION:  
**Ferrari**

ADDRESS:  
HINSDALE, IL  
FILE LOCATION:  
g:\Ferrari\Hinsdale, IL\drawings

DRAWING NO.  
**Monuments**  
DRAWING DATE:  
**10.01.22**

PROJECT MANAGER:  
**TOM BAKER**  
DRAWN BY:  
**JD**

REVISIONS/NOTES:

THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 604 OF THE NATIONAL ELECTRIC CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND BONDING OF THE SIGN.

UL  
E164024



## TOTEM SIGN FACE RETROFIT (2 SIGNS)

### EXISTING



- COLORS**
- WHITE
  - VINYL COLOR SPEC 3M 3630-33 RED  
RAL3002/MP2547 CARMINE RED
  - CHROME (3D/FORMED POLYCARBONATE HORSE)
  - BRUSHED ALUMINUM BASE COVER

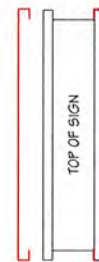
- GENERAL NOTES:**
- > (2) EXISTING DOUBLE-SIDED PYLON SIGNS
  - > ALUMINUM TUBE AND ANGLE FRAME/STRUCTURE
  - > 125" ALUMINUM FACES
  - > ILLUMINATED SIDE WHITE ACRYLIC PANELS
  - > WHITE LED ILLUMINATION
  - > BRUSHED .063" ALUMINUM BASE COVER
  - > 6" x 6" x 3/8" STEEL POLE
  - > 14" x 14" x 1" STEEL PLATE

- GENERAL NOTES:**
- RETROFIT:**
- > 125" ALUMINUM FACES
  - \* BREAKFORMED TO FIT OVER EXISTING
  - \* PAINTED RED
  - CAVILINO LOGO:
  - 3D/FORMED POLYCARBONATE HORSE
  - \* MIRROR/POLISHED SILVER FINISH
  - \* WHITE LEDS
  - \* SIDE/HALO ILLUMINATION
  - \* 3/8" SPACERS ON TRADEMARK
  - \* REMOTE POWER SUPPLY

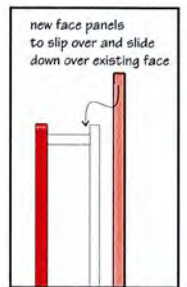
- SIGN CALCULATIONS**
- \* EXISTING SIGN: 71.7 sq. ft. (6.675m<sup>2</sup>)
  - ELECTRICAL REQUIREMENTS**
  - \* (1) 20AMP/120 VOLT CIRCUIT (MAXIMUM)

1/8" breakformed aluminum  
at top and sides  
\* to fit over aluminum tube  
rails on sides and top of  
existing sign

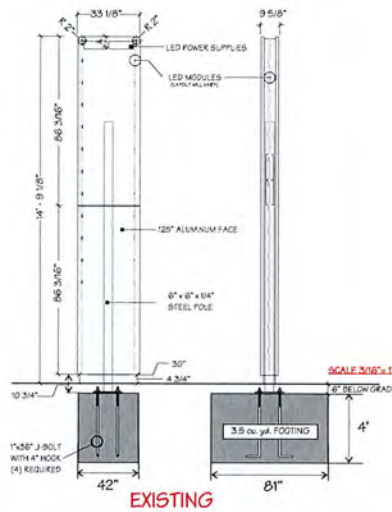
new face panels  
to slip over and slide  
down over existing face



new face panels  
to slip over and slide  
down over existing face



### PROPOSED



- > 125" ALUMINUM FACE PANELS
- \* BREAKFORMED TO WRAP AROUND ALUM. TUBE  
RAILS AT SIDES AND TOP OF EXISTING SIGN
- > NEW FACES TO SLIDE DOWN OVER EXISTING SIGN
- > NEW CAVILINO LOGOS MOUNTED TO FACE OF  
SIGN IN FIELD AFTER FACES ARE INSTALLED

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21 Larsen Way  
North Attleboro, Ma  
Ph: (508) 809-4638

CLIENT / PROJECT LOCATION:  
**Ferrari**

ADDRESS:  
HINSDALE, IL

DRAWING NO.:  
72121-02

PROJECT MANAGER:  
TOM BAKER

REVISIONS/NOTES:

This Drawing is Property of National Sign Corporation And All Rights To Its Use For Reproduction Are Reserved By National Sign Corp.

FILE LOCATION:  
pl ferrarihinnsdale, hdrawings

DRAWING DATE:  
05/31/22

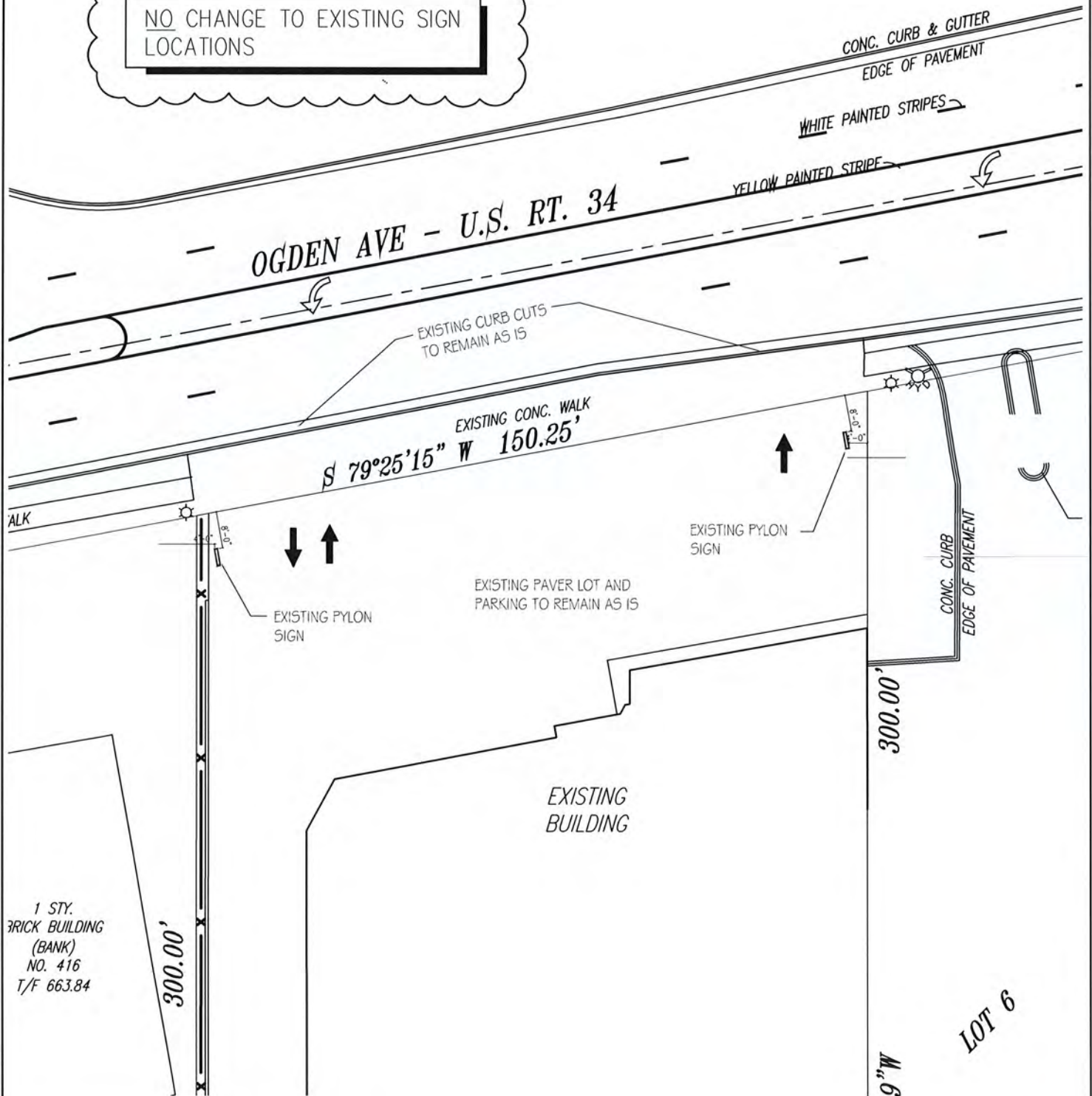
DRAWN BY:  
DDD

THIS SIGN IS INTENDED TO BE INSTALLED IN  
ACCORDANCE WITH THE REQUIREMENTS OF  
ARTICLE 908 OF THE NATIONAL ELECTRIC CODE  
AND/OR OTHER APPLICABLE LOCAL CODES. THIS  
INCLUDES PROPER GROUNDING AND BONDING  
OF THE SIGN.

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E164024



NO CHANGE TO EXISTING SIGN  
LOCATIONS



PARTIAL  
SITE PLAN

SCALE: 1"=30'-0"



Continental AutoSports Signage  
420 E. Ogden Avenue, Hinsdale, IL 60521



















REQUEST FOR BOARD ACTION  
Finance

**AGENDA SECTION:** Consent – ACA  
**SUBJECT:** Accounts Payable-Warrant #1768  
**MEETING DATE:** November 15, 2022  
**FROM:** Alison Brothen, Finance Director *AB*

---

**Recommended Motion**

Approve payment of the accounts payable for the period of October 27, 2022 through November 9, 2022 in the aggregate amount of \$4,200,223.66 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 #1768 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**

Warrant Register #1768



**VILLAGE OF HINSDALE**

**ACCOUNTS PAYABLE WARRANT REGISTER #1768**

**FOR PERIOD October 27, 2022 through November 9, 2022**

The attached Warrant Summary by Fund and Warrant Register listing TOTAL DISBURSEMENTS FOR ALL FUNDS of \$4,200,223.66 reviewed and approved by the below named officials.

APPROVED BY Alison Butler DATE 11/10/22  
FINANCE DIRECTOR

APPROVED BY \_\_\_\_\_ DATE \_\_\_\_\_  
VILLAGE MANAGER

APPROVED BY \_\_\_\_\_ DATE \_\_\_\_\_  
VILLAGE TRUSTEE

**Village of Hinsdale**  
**#1768**  
**Summary By Fund**

<b>Account By Fund</b>	<b>Fund</b>	<b>Regular Charge</b>	<b>Net 10/20/2016 Fund Bal.</b>	<b>Total</b>
General Fund	100	287,373.12	176,745.45	464,118.57
2013A Bond Fund	305		254,256.25	254,256.25
2014B GO Bond Fund	306		301,421.25	301,421.25
2017A GO Bond Fund	307		543,743.75	543,743.75
2018 GO Bond Fund	308		1,115,081.25	1,115,081.25
2019 GO Bond Fund	309		141,487.50	141,487.50
2021 GO Refunding Bonds	310		245,500.00	245,500.00
Capital Project Fund	400	32,484.52	-	32,484.52
Water & Sewer Operations	600	364,124.07	96,431.90	460,555.97
W/S 2014 Bond Fund	632		152,750.00	152,750.00
Escrow Funds	720	278,586.00	-	278,586.00
Payroll Revolving Fund	740	4,773.06	205,457.12	210,230.18
Library Operating Fund	900	8.42	-	8.42
<b>Total</b>		<b>967,349.19</b>	<b>3,232,874.47</b>	<b>4,200,223.66</b>

**Village of Hinsdale**  
**Schedule of Bank Wire Transfers and ACH Payments**  
**1768**

Electronic Federal Tax Payment Systems

11/1/2022	Village Payroll #22 - Calendar 2022	FWH/FICA/Medicare	\$	98,128.87
11/1/2022	2022 Longevity	FWH/FICA/Medicare	\$	1,221.05

Illinois Department of Revenue

11/1/2022	Village Payroll #22 - Calendar 2022	State Tax Withholding	\$	20,120.54
11/1/2022	2022 Longevity	State Tax Withholding	\$	4,290.01

ICMA - 457 Plans

11/1/2022	Village Payroll #22 - Calendar 2022	Employee Withholding	\$	17,951.90
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HSA PLAN CONTRIBUTION

11/1/2022	Village Payroll #22 - Calendar 2022	Employer/Employee Withholding	\$	1,738.75
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Intergovernmental Personnel Benefit Cooperative

Employee Insurance	\$	176,745.45
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Illinois Municipal Retirement Fund

Employer/Employee	\$	62,006.00
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Bond Payments:

IEPA Bureau of Water	Project L17-4509	Principal and Interest	96,431.90
Amalgamated Bank	Series 2013A Bonds	Principal and Interest	254,256.25
Amalgamated Bank	Series 2014A Bonds	Principal and Interest	152,750.00
Amalgamated Bank	Series 2014B Bonds	Principal and Interest	301,421.25
Amalgamated Bank	Series 2017A Bonds	Principal and Interest	543,743.75
Amalgamated Bank	Series 2018A Bonds	Principal and Interest	1,115,081.25
Amalgamated Bank	Series 2019 Bonds	Principal and Interest	141,487.50
Amalgamated Bank	Series 2021 Bonds	Principal and Interest	245,500.00

<b>Total Bank Wire Transfers and ACH Payments</b>	<b>\$</b>	<b>3,232,874.47</b>
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## Warrant Register 1768

Invoice	Description	Invoice/Amount
<b>ANDRZEJ JEDROL</b>		
43	AUGUST LODGE CLEANING	2,200.00
	Check Date 11/2/2022 Total For Check # 114142	2,200.00
<b>COMED</b>		
0015093062	57TH STREET	178.59
007515076	ELEANOR PARK	360.19
020317056	WARMING HOUSE/PADDLE HUT	238.36
0203065105	CHESTNUT PARKING	30.97
0395122068	STREET LIGHTS	42.68
0417073048	314 SYMONDS DR	156.45
0427019145	PD CAMERA	29.97
0471095066	FOUNTAIN	156.70
0651102260	PD CAMERA	29.62
0825110049	PD CAMERA	28.66
1507053046	PD CAMERA	27.07
1993023010	RADIO EQUIPMENT FD	66.42
2195166237	PD CAMERA	27.33
2378029015	WASHINGTON	32.28
2425068008	VEECK PARK	1,221.72
2771151012	PD CAMERA	26.96
3454039030	VEECK PARK-WP	279.97
6583006139	BURLINGTON PARK	40.74
7011378007	PIERCE PARK	120.19
7093551008	KLM LODGE	934.48
7093551008	KLM LODGE	233.62
8521083007	ROBBINS PARK	222.14
8521342001	TRAIN STATION	216.74
8521400008	WATER PLANT	33.40
8605174005	BROOK PARK	109.32
8605437007	POOL	309.72
	Check Date 11/2/2022 Total For Check # 114143	5,154.29
<b>COMED</b>		
0381057101	CLOCK TOWER	23.34
0499147045	BURLINGTON PARK	23.34
0639032045	ROBBINS PARK	19.28
0697168013	STREET LIGHTS	23.79
1107024145	LANDSCAPE LIGHTS 650	24.61



## Warrant Register 1768

Invoice	Description	Invoice/Amount
7011157008	NS CBQ RR	26.77
7011481018	WALNUT STREET	24.12
7261620005	SAFETY TOWN	19.87
8689206002	ELEANOR PARK	25.66
8689640004	BURNS FIELD	19.00
	<b>Check Date 11/2/2022 Total For Check # 114144</b>	<b>229.78</b>
<b>TOSHIBA FINANCIAL SERVICE</b>		
485690515	FIRE/PUB WORKS COPIER LEASE 10/19-11/19/22	269.12
485690515	FIRE/PUB WORKS COPIER LEASE 10/19-11/19/22	269.12
	<b>Check Date 11/2/2022 Total For Check # 114145</b>	<b>538.24</b>
<b>AFLAC-FLEXONE</b>		
21363	Payroll Run 1 - Warrant PR2222	626.44
	<b>Check Date 11/4/2022 Total For Check # 114146</b>	<b>626.44</b>
<b>NATIONWIDE RETIREMENT SOL</b>		
21362	Payroll Run 1 - Warrant PR2222	525.00
	<b>Check Date 11/4/2022 Total For Check # 114147</b>	<b>525.00</b>
<b>NATIONWIDE TRUST CO FSB</b>		
21364	Payroll Run 1 - Warrant PR2222	3,390.85
	<b>Check Date 11/4/2022 Total For Check # 114148</b>	<b>3,390.85</b>
<b>STATE DISBURSEMENT UNIT</b>		
21365	Payroll Run 1 - Warrant PR2222	230.77
	<b>Check Date 11/4/2022 Total For Check # 114149</b>	<b>230.77</b>
<b>BULLSEYE TELECOM INC</b>		
44488636	PHONE CHARGES 10/26-11/25/22	704.15
44488636	PHONE CHARGES 10/26-11/25/22	74.53
44488636	PHONE CHARGES 10/26-11/25/22	70.37
44488636	PHONE CHARGES 10/26-11/25/22	281.67
44488636	PHONE CHARGES 10/26-11/25/22	55.87
44488636	PHONE CHARGES 10/26-11/25/22	638.23
44488636	PHONE CHARGES 10/26-11/25/22	371.30
44488636	PHONE CHARGES 10/26-11/25/22	74.53
44488636	PHONE CHARGES 10/26-11/25/22	70.42
44488636	PHONE CHARGES 10/26-11/25/22	144.95
44488636	PHONE CHARGES 10/26-11/25/22	50.29
	<b>Check Date 11/8/2022 Total For Check # 114150</b>	<b>2,536.31</b>
<b>COMCAST</b>		
8771201110036781	POLICE 11/5-12/4/22	165.90



## Warrant Register 1768

Invoice	Description	Invoice/Amount
8771201110036807	KLM 11/5-12/4/22	111.85
8771201110037136	POOL 11/4-12/3/22	164.80
8771201110036815	WATER 11/5-12/4/22	164.80
8771201110036757	VILLAGE HALL 11/5-12/4/22	263.85
	Check Date 11/8/2022 Total For Check # 114151	871.20
<b>TOSHIBA FINANCIAL SERVICE</b>		
485598916	COPIER LEASE PD 10/18-11/18/22	275.00
	Check Date 11/8/2022 Total For Check # 114152	275.00
<b>A BLOCK MARKETING INC</b>		
ME00068601	LOG DISPOSAL	60.00
	Check Date 11/9/2022 Total For Check # 114153	60.00
<b>ACUITY SPECIALTY PRODUCTS INC</b>		
9007887648	FLOOR SOAP	384.00
	Check Date 11/9/2022 Total For Check # 114154	384.00
<b>AEP ENERGY</b>		
3014421204-OCT22	19 E CHGO TRANSFORMER 9/16-10/17/22	950.33
3014421192-OCT22	908 ELM ST 9/16-10/17/22	489.44
3013129837-OCT22	2 E N STOUGH/STREET LIGHTS 9/22-10/20/22	7,015.98
3013129848-OCT22	53 VILLAGE PL-9/16-10/14/22	214.63
	Check Date 11/9/2022 Total For Check # 114155	8,670.38
<b>AIR ONE EQUIPMENT</b>		
186388	COMPRESSOR AIR QUALITY TEST	150.00
	Check Date 11/9/2022 Total For Check # 114156	150.00
<b>ANDRES MEDICAL BILLING LT</b>		
256121	AUGUST CHARGES	1,467.69
256388	SEPTEMBER COLLECTIONS	3,231.93
	Check Date 11/9/2022 Total For Check # 114157	4,699.62
<b>ANDRZEJ JEDROL</b>		
44	SEPT LODGE CLEANING	3,020.00
	Check Date 11/9/2022 Total For Check # 114158	3,020.00
<b>AQUA PURE ENTERPRISES</b>		
0141623-IN	POOL MAINTENANCE SUPPLIES	287.38
0141695-IN	POOL MAINTENANCE SUPPLIES	255.88
	Check Date 11/9/2022 Total For Check # 114159	543.26
<b>ATLAS BOBCAT LLC</b>		
BY6123	DEFLECTOR SKIRT-SALT SPREADER	296.58
	Check Date 11/9/2022 Total For Check # 114160	296.58



## Warrant Register 1768

Invoice	Description	Invoice/Amount
<b>BANNERVILLE USA</b>		
32194	SUMMER EVENT POSTERS FOR BURLINGTON	270.00
32286	LUNCH ON THE LAWN POSTER	90.00
32199	CONCESSION BANNER	100.00
32439	PRESIDENT CAULEY BANNER - 4TH OF JULY	80.00
33095	FALLFEST SIGNAGE	80.00
33053	FALLFEST PUMPKIN SIGN	16.00
Check Date 11/9/2022 Total For Check # 114161		636.00
<b>BATTERY SERVICE CORP</b>		
92960	BATTERY & TENDER-STANLEY HYD PUMP	112.90
91950	BATTERY & TENDER HYD PUMP	112.90
Check Date 11/9/2022 Total For Check # 114162		225.80
<b>BLOOM, BRADLEY</b>		
102922	COFFEE	95.97
Check Date 11/9/2022 Total For Check # 114163		95.97
<b>BOUND TREE MEDICAL, LLC</b>		
84730987	AMBULANCE SUPPLIES	118.98
Check Date 11/9/2022 Total For Check # 114164		118.98
<b>BRIDGEPAY NETWORK SOLUTIONS</b>		
11149	OCT22 TRANSACTIONS	38.80
Check Date 11/9/2022 Total For Check # 114165		38.80
<b>CDW-GOVERNMENT INC.</b>		
CN51339	ZEBRA PRINTERS REMAINDER ORDER FROM 2021	5,114.64
DF80597	POWER SUPPLY BACKUPS	1,391.70
DM18305	COMPUTER REPLACEMENT-CAD ENGINEERING	2,660.31
Check Date 11/9/2022 Total For Check # 114166		9,166.65
<b>CHICAGO ARTISAN ROASTERS</b>		
1180	COFFEE	135.00
Check Date 11/9/2022 Total For Check # 114167		135.00
<b>CHICAGO METRO AGENCY PLAN</b>		
2023MUNI104	FY2023 LOCAL CONTRIBUTIONS	653.19
Check Date 11/9/2022 Total For Check # 114168		653.19
<b>CINTAS CORPORATION 769</b>		
1435553486	MAT & TOWEL SVC	22.85
1435553486	MAT & TOWEL SVC	27.42
1435553486	MAT & TOWEL SVC	21.39
1435553486	MAT & TOWEL SVC	12.15





## Warrant Register 1768

Invoice	Description	Invoice/Amount
1435553486	MAT & TOWEL SVC	46.08
1435553486	MAT & TOWEL SVC	42.97
	Check Date 11/9/2022 Total For Check # 114169	172.86
<b>CLARK HILL PLC</b>		
1251047	LEGAL FEES THRU 9/30/22	177.50
	Check Date 11/9/2022 Total For Check # 114170	177.50
<b>COEO SOLUTIONS</b>		
1079730	HIGH SPEED INTERNET 11/1-11/30/22	1,303.55
	Check Date 11/9/2022 Total For Check # 114171	1,303.55
<b>CONSERV FS</b>		
6418774	FIELD CHALK	20.25
	Check Date 11/9/2022 Total For Check # 114172	20.25
<b>DAILY HERALD PADDOCK PUB</b>		
229477	50/50 SIDEWALK BID NOTICE	75.60
	Check Date 11/9/2022 Total For Check # 114173	75.60
<b>DENLER, INC.</b>		
20213832	2022 CRACK SEAL BOT 10/4/22	31,632.08
	Check Date 11/9/2022 Total For Check # 114174	31,632.08
<b>DETECTION SYSTEMS &amp; SVC INC</b>		
W5314	LODGE ALARM	525.00
W5384	REPLACE SMOKE DETECTOR-MEM HALL WATER DAMAGE	717.00
	Check Date 11/9/2022 Total For Check # 114175	1,242.00
<b>DUPAGE WATER COMMISSION</b>		
01-1200-00 OCT22	WATER CHARGE 9/30-10/31/22	355,498.22
	Check Date 11/9/2022 Total For Check # 114176	355,498.22
<b>EMERGENCY MEDICAL PROD</b>		
2493050	AMBULANCE SUPPLIES	86.07
2487816	AMBULANCE SUPPLIES	233.24
2489099	AMBULANCE SUPPLIES	20.07
	Check Date 11/9/2022 Total For Check # 114177	339.38
<b>ETP LABS, INC</b>		
22-136203	MONTHLY BACTERIA SAMPLES	288.00
	Check Date 11/9/2022 Total For Check # 114178	288.00
<b>FACTORY MOTOR PARTS CO</b>		
1-8075907	WIPER BLADES FOR TRUCKS	124.68
60-351714	OIL FILTERS	18.00



## Warrant Register 1768

Invoice	Description	Invoice/Amount
60-351714	OIL FILTERS	18.00
60-351714	OIL FILTERS	18.00
60-351714	OIL FILTERS	59.88
60-352057	WIPER BLADES-PATROL UTILITIES	41.56
60-354869	REAR BRAKE PADS & ROTORS #AC84	175.23
	<b>Check Date 11/9/2022 Total For Check # 114179</b>	<b>455.35</b>
<b>FCWRD</b>		
008919-000 OCT22	SEWER 8/20-10/20/22	2,779.38
	<b>Check Date 11/9/2022 Total For Check # 114180</b>	<b>2,779.38</b>
<b>FIRESTONE STORES</b>		
302025	TIRES #37	689.96
302041	TIRES #127	560.56
	<b>Check Date 11/9/2022 Total For Check # 114181</b>	<b>1,250.52</b>
<b>FIRST COMMUNICATIONS, LLC</b>		
124471503	PHONE CHARGES 10/22-11/21/22	320.75
124471503	PHONE CHARGES 10/22-11/21/22	110.50
124471503	PHONE CHARGES 10/22-11/21/22	231.21
124471503	PHONE CHARGES 10/22-11/21/22	62.90
124471503	PHONE CHARGES 10/22-11/21/22	482.49
124471503	PHONE CHARGES 10/22-11/21/22	206.79
124471503	PHONE CHARGES 10/22-11/21/22	809.06
	<b>Check Date 11/9/2022 Total For Check # 114182</b>	<b>2,223.70</b>
<b>FREEWAY FORD TRUCK SALES</b>		
CM558663	RETURNED-NOT USED CALIPER BOLTS (PINS) #M84	-72.00
145766	REPAIR OIL LEAK M85	1,324.86
	<b>Check Date 11/9/2022 Total For Check # 114183</b>	<b>1,252.86</b>
<b>GAD GROUP TECHNOLOGY</b>		
2022/1303	CONSULTING SERVICES	2,925.00
	<b>Check Date 11/9/2022 Total For Check # 114184</b>	<b>2,925.00</b>
<b>GRANT &amp; POWER LANDSCAPING</b>		
28454	CONT BD-617 S WASHINGTON #28454	500.00
	<b>Check Date 11/9/2022 Total For Check # 114185</b>	<b>500.00</b>
<b>H2O SERVICES, INC.</b>		
4995	MEM/VILLAGE HALL BOILER TREATMENT	466.50
	<b>Check Date 11/9/2022 Total For Check # 114186</b>	<b>466.50</b>



## Warrant Register 1768

Invoice	Description	Invoice/Amount
<b>HILDRETH, ROBERT W</b>		
110222	SANTA BREAKFAST & LUNCH	600.00
11022022	SANTA FOR WINTERWONDERLAND	600.00
Check Date 11/9/2022 Total For Check # 114187		1,200.00
<b>HINSDALE NURSERIES, INC.</b>		
1774165	PARKWAY REPAIR-835 THE PINES	180.00
Check Date 11/9/2022 Total For Check # 114188		180.00
<b>HOME DEPOT CREDIT SERVICE</b>		
101322	MISC HARDWARE	33.93
101322	MISC HARDWARE	37.94
Check Date 11/9/2022 Total For Check # 114189		71.87
<b>HUSKEY, ELIZABETH</b>		
1	FAMILY DOG CLASS	110.00
Check Date 11/9/2022 Total For Check # 114190		110.00
<b>ILLCO, INC.</b>		
2567938	WINTERIZATION OF BUILDINGS	669.25
2568336	POOL CHEMICALS	401.55
Check Date 11/9/2022 Total For Check # 114191		1,070.80
<b>ILLINOIS ARBORIST ASSOCIA</b>		
88C20189-0001	ARBORIST CONF & MEMBERSHIP DUES	900.00
88C20189-0001	ARBORIST CONF & MEMBERSHIP DUES	55.00
Check Date 11/9/2022 Total For Check # 114192		955.00
<b>ILLINOIS TOLLWAY</b>		
G121000006131	IPASS TOLLS 7/1-9/30/22	18.00
Check Date 11/9/2022 Total For Check # 114193		18.00
<b>INTERNATIONAL EXTERMINATO</b>		
10-1652	PEST CONTROL SVC-OCT22	47.00
10-1652	PEST CONTROL SVC-OCT22	47.00
10-1652	PEST CONTROL SVC-OCT22	132.00
10-1652	PEST CONTROL SVC-OCT22	47.00
10-1652	PEST CONTROL SVC-OCT22	47.00
Check Date 11/9/2022 Total For Check # 114194		320.00
<b>INTERSTATE BATTERY SYSTEM</b>		
321622	BATTERY #92 TOOLCAT	149.00
10076605	BATTERIES #832 & #845	238.00
Check Date 11/9/2022 Total For Check # 114195		387.00



## Warrant Register 1768

Invoice	Description	Invoice/Amount
<b>INTERSTATE BILLING SERVIC</b>		
3029759796	EXHAUST PARTS #7	1,143.58
	Check Date 11/9/2022 Total For Check # 114196	1,143.58
<b>IRMA</b>		
SALES0020380	AUGUST DEDUCTIBLE	304.21
SALES0020380	AUGUST DEDUCTIBLE	15,976.31
SALES0020380	AUGUST DEDUCTIBLE	2,591.41
SALES0020380	AUGUST DEDUCTIBLE	8.42
	Check Date 11/9/2022 Total For Check # 114197	18,880.35
<b>J JORDAN HOMES</b>		
27083	CONT BD-439 N BRUNER #27083	10,000.00
	Check Date 11/9/2022 Total For Check # 114198	10,000.00
<b>JAMES J BENES &amp; ASSOC INC</b>		
PAYMENT #9 SEPT	THE LANE DRAINAGE STUDY	852.44
PAYMENT #10 SEPT22	FY22 3RD PARTY REVIEWS	4,200.00
	Check Date 11/9/2022 Total For Check # 114199	5,052.44
<b>JC LIGHT, LLC</b>		
09227735	MEM HALL PAINT FOR HCS OFFICE	69.29
	Check Date 11/9/2022 Total For Check # 114200	69.29
<b>JLD CONSULTING GROUP</b>		
12133	SEPT22 CONSULTING FEE	5,500.00
	Check Date 11/9/2022 Total For Check # 114201	5,500.00
<b>JUST, MARK</b>		
102722	UNIFORM ALLOW	40.33
	Check Date 11/9/2022 Total For Check # 114202	40.33
<b>KELLER HEARTT CO INC</b>		
0421567-IN	GREASE	75.00
0421567-IN	GREASE	59.40
0421567-IN	GREASE	75.00
0421567-IN	GREASE	75.00
0421567-IN	GREASE	75.00
0421567-IN	GREASE	75.00
	Check Date 11/9/2022 Total For Check # 114203	434.40



## Warrant Register 1768

Invoice	Description	Invoice/Amount
<b>KLEIN, THORPE, JENKINS LTD</b>		
229540-229547	LEGAL FEES THRU 9/30/22	15,612.50
	Check Date 11/9/2022 Total For Check # 114204	15,612.50
<b>LORKIEWICZ, REBECCA</b>		
10272022	FALL SESSION 1 YOGA THURSDAYS	262.50
	Check Date 11/9/2022 Total For Check # 114205	262.50
<b>MAGIC OF GARY KANTOR</b>		
1112022	MAGIC CLASS NOVEMBER 2022	42.00
	Check Date 11/9/2022 Total For Check # 114206	42.00
<b>MENARDS</b>		
6320	FLOOR MATS #27, #34, #3	29.37
6320	FLOOR MATS #27, #34, #3	15.00
5852	BOARD ROOM TILE-WATER DAMAGE	14.97
07863	GATE REPAIR @ KLM PLAYGROUND	24.80
07472	GATE REPAIR @ KLM PLAYGROUND	7.85
6945	PLYWOOD	72.96
	Check Date 11/9/2022 Total For Check # 114207	164.95
<b>MIDWEST TIME RECORDER</b>		
187571	PUB SVC TIME CLOCK OCT22	87.85
	Check Date 11/9/2022 Total For Check # 114208	87.85
<b>NAPA AUTO PARTS</b>		
4343-803087	BACK-UP ALARM #92 TOOLCAT	40.99
4343-803696	TRANS FLUID/OIL & STABILIZER	132.71
4343-805404	FILTERS & SHOP SUPPLIES	23.46
4343-805404	FILTERS & SHOP SUPPLIES	82.12
4343-805404	FILTERS & SHOP SUPPLIES	115.20
4343-805404	FILTERS & SHOP SUPPLIES	31.29
4343-805404	FILTERS & SHOP SUPPLIES	77.81
4343-805404	FILTERS & SHOP SUPPLIES	419.80
4343-806354	LH FRONT DOOR LATCH ACTUATOR #850	133.91
6306-657590	DEF FLUID	115.80
	Check Date 11/9/2022 Total For Check # 114209	1,173.09
<b>NICOR GAS</b>		
47370110000	19 E CHGO VH-9/15-10/16/22	1,464.88
13270110003	350 N VINE 9/15-10/16/22	277.52
90077900000	YOUTH CENTER 9/15-10/17/22	80.64



## Warrant Register 1768

Invoice	Description	Invoice/Amount
12952110000	5905 S COUNTY LINE 9/16-10/18/22	313.45
38466010006	121 SYMONDS 915-10/18/22	87.06
38466010006	121 SYMONDS 915-10/18/22	87.06
06677356575	PLATFORM TENNIS 9/16-10/18/22	802.95
	Check Date 11/9/2022 Total For Check # 114210	3,113.56
<b>NORMANDY CONSTRUCTION</b>		
26840	CONT BD-5549 BARTON LN #26840	4,900.00
	Check Date 11/9/2022 Total For Check # 114211	4,900.00
<b>BARLER, MILES</b>		
101922	JULY 4TH PARTICIPANT	700.00
	Check Date 11/9/2022 Total For Check # 114212	700.00
<b>BLUE CROSS BLUE SHIELD ILLINOIS</b>		
HNIL-22-111;2	REFUND AMB RUN #HNIL-22-111;2	179.20
	Check Date 11/9/2022 Total For Check # 114213	179.20
<b>BOYLAN, MICHAEL</b>		
28522	CONT BD-24 N GRANT #28522	500.00
	Check Date 11/9/2022 Total For Check # 114214	500.00
<b>BRADFORD &amp; KENT</b>		
27043	CONT BD-645 S MONROE #27043	3,000.00
	Check Date 11/9/2022 Total For Check # 114215	3,000.00
<b>BUDGET PAVING</b>		
28558	CONT BD-631 E HICKORY #28558	1,000.00
	Check Date 11/9/2022 Total For Check # 114216	1,000.00
<b>CARYLE A CHIARITO TRUST</b>		
27238	CONT BD-1409 BURR OAK #115A #27238	3,000.00
	Check Date 11/9/2022 Total For Check # 114217	3,000.00
<b>COLLINS, KARINA</b>		
HNIL-21-2391:1	REFUND AMB RUN #HNIL-21-2391:1	100.71
	Check Date 11/9/2022 Total For Check # 114218	100.71
<b>DOUGLAS, DANIEL &amp; STEPHANIE</b>		
28611	CONT BD-125 SPRINGLAKE #28611	500.00
	Check Date 11/9/2022 Total For Check # 114219	500.00
<b>ERDMANN EXTERIOR DESIGNS LTD</b>		
27005	CONT BD-307 N QUINCY #27005	10,000.00
	Check Date 11/9/2022 Total For Check # 114220	10,000.00



## Warrant Register 1768

Invoice	Description	Invoice/Amount
<b>GILBERT, MITCH &amp; CRISTAL</b>		
28524	CONT BD-720 MILLS #28524	750.00
	Check Date 11/9/2022 Total For Check # 114221	750.00
<b>GRAVER, ALASTAIR</b>		
28493	CONT BD-425 S BODIN #28493	500.00
	Check Date 11/9/2022 Total For Check # 114222	500.00
<b>GUENTHER, DARIAN</b>		
25927	KLM SECURITY DEP-EN221014 #25927	500.00
	Check Date 11/9/2022 Total For Check # 114223	500.00
<b>HEALTHCARE &amp; FAMILY SERVICES</b>		
HNIL-22-929;1	REFUND AMB RUN #HNIL-22-929;1	401.30
HNIL-22-929;1	REFUND AMB RUN #HNIL-22-929;1	16.80
	Check Date 11/9/2022 Total For Check # 114224	418.10
<b>HENNIGAN, LAUREN</b>		
25969	KLM SECURITY DEP-EN211015 #25969	500.00
	Check Date 11/9/2022 Total For Check # 114225	500.00
<b>HINSDALE MANAGEMENT</b>		
4777505J	SEWER BACKUP PLUMBING BILL	568.00
	Check Date 11/9/2022 Total For Check # 114226	568.00
<b>HOOKS, ROBERT</b>		
28467	CONT BD-6 S MONROE #28467	500.00
	Check Date 11/9/2022 Total For Check # 114227	500.00
<b>KATOPODIS, GARIFALIA</b>		
25930	KLM SECURITY DEP-EN221023 #25930	500.00
	Check Date 11/9/2022 Total For Check # 114228	500.00
<b>LOFTON LANDSCAPING</b>		
26744	CONT BD-608 S MADISON #26744	500.00
	Check Date 11/9/2022 Total For Check # 114229	500.00
<b>MAKOVSKI, PAUL</b>		
28492	CONT BD-644 W HINSDALE #28492	2,750.00
	Check Date 11/9/2022 Total For Check # 114230	2,750.00
<b>MALONEY, KEVIN</b>		
26807	CONT BD-218 E HICKORY #26807	6,250.00
	Check Date 11/9/2022 Total For Check # 114231	6,250.00





## Warrant Register 1768

Invoice	Description	Invoice/Amount
<b>MEDICAID ILLINOIS</b>		
HNIL-22-351:1	REFUND AMB RUN #HNIL-22-351:1	418.10
	Check Date 11/9/2022 Total For Check # 114232	418.10
<b>MEEKS, DANA</b>		
28473	CONT BD-21 S BRUNER #28473	500.00
	Check Date 11/9/2022 Total For Check # 114233	500.00
<b>O'CONNELL, HARRY</b>		
256384	KLM SECURITY DEP-3N200925 #24878	50.00
	Check Date 11/9/2022 Total For Check # 114234	50.00
<b>REEL CAST PRODUCTIONS</b>		
26560	KLM SECURITY DEP-EN221024 #26560	250.00
	Check Date 11/9/2022 Total For Check # 114235	250.00
<b>REZENDES, BROOKE</b>		
27307	CONT BD-235 S BRUNER #27307	500.00
	Check Date 11/9/2022 Total For Check # 114236	500.00
<b>ROMANELLI, JOHN</b>		
28638	CONT BD-1412 BURR OAK CT #28638	1,000.00
	Check Date 11/9/2022 Total For Check # 114237	1,000.00
<b>SINGLER, TIMOTHY</b>		
27127	CONT BD-522 E THIRD #27127	500.00
	Check Date 11/9/2022 Total For Check # 114238	500.00
<b>STANTON, BRIAN &amp; SARAH</b>		
28491	CONT BD-607 N ELM #28491	5,000.00
	Check Date 11/9/2022 Total For Check # 114239	5,000.00
<b>TAYLOR, ANTHONY</b>		
28507	CONT BD-421 S QUINCY #28507	500.00
	Check Date 11/9/2022 Total For Check # 114240	500.00
<b>THE CONCRETE DOCTORS</b>		
28650	CONT BD-531 W CHICAGO AVE #28650	500.00
	Check Date 11/9/2022 Total For Check # 114241	500.00
<b>WHALEN, ROBERT</b>		
27254	CONT BD-14 W HINSDALE #27254	1,000.00
	Check Date 11/9/2022 Total For Check # 114242	1,000.00



## Warrant Register 1768

Invoice	Description	Invoice/Amount
<b>ORBIS SOLUTIONS</b>		
5573836	IT SVC CONTRACT & CLOUD BACKUP 11/1-11/30/22	14,156.32
5573836	IT SVC CONTRACT & CLOUD BACKUP 11/1-11/30/22	1,800.00
	<b>Check Date 11/9/2022 Total For Check # 114243</b>	<b>15,956.32</b>
<b>PARK FIVE HOMES LLC</b>		
26382	STMWR BD-448 E SIXTH #26382	1,750.00
26381	CONT BD-448 E SIXTH #26381	10,000.00
28453	CONT BD-448 E SIXTH #28453	8,000.00
28634	CONT BD-448 E 6TH TEMP CO BOND #28634	198,186.00
26158	ST MGMT-448 E SIXTH #26158	3,000.00
	<b>Check Date 11/9/2022 Total For Check # 114244</b>	<b>220,936.00</b>
<b>PERMA SEAL</b>		
26076	CONT BD-433 S LINCOLN #26076	500.00
25283	CONT BD-825 S ADAMS #25283	500.00
25523	CONT BD-803 S CLAY #25523	500.00
	<b>Check Date 11/9/2022 Total For Check # 114245</b>	<b>1,500.00</b>
<b>PHENEGAR, WES</b>		
1909	UNIFORM ALLOW	333.71
	<b>Check Date 11/9/2022 Total For Check # 114246</b>	<b>333.71</b>
<b>PHILLIPS FLORIST</b>		
0723710	SYMPATHY PLANT-MEDINA	99.95
	<b>Check Date 11/9/2022 Total For Check # 114247</b>	<b>99.95</b>
<b>POMPS TIRE SERVICE, INC.</b>		
280139715	RT REAR "O" RING ON WHEEL LEAKING #8	535.30
	<b>Check Date 11/9/2022 Total For Check # 114248</b>	<b>535.30</b>
<b>PREMIER LANDSCAPE CONTRAC</b>		
28476	CONT BD-723 S LINCOLN #28476	1,000.00
27141	CONT BD-220 S QUINCY #27141	1,000.00
132042	LANDSCAPE DESIGN SVC-110 E OGDEN	750.00
	<b>Check Date 11/9/2022 Total For Check # 114249</b>	<b>2,750.00</b>
<b>PREMIER OCCUPATIONAL HLTH</b>		
121107	DRUG SCREENING 9/20/22	200.00
	<b>Check Date 11/9/2022 Total For Check # 114250</b>	<b>200.00</b>
<b>QUADIENT INC</b>		
59635815	METER MAINT & RENTAL 11/13/22-2/12/23	311.28
59635815	METER MAINT & RENTAL 11/13/22-2/12/23	111.89
	<b>Check Date 11/9/2022 Total For Check # 114251</b>	<b>423.17</b>



## Warrant Register 1768

Invoice	Description	Invoice/Amount
<b>RED WING BUSINESS ADVANTA</b>		
20221020040764	UNIFORM ALLOW	486.36
	Check Date 11/9/2022 Total For Check # 114252	486.36
<b>REGIONAL TRUCK EQUIPMENT</b>		
273960	HAND HELD PLOW CONTROLLER #1	450.50
	Check Date 11/9/2022 Total For Check # 114253	450.50
<b>SAFETY-KLEEN SYSTEMS, INC</b>		
89858998	PARTS WASHER AGREEMENT	200.06
	Check Date 11/9/2022 Total For Check # 114254	200.06
<b>SENTINEL EMERGENCY SOLUTIONS</b>		
14431	T84 WATER WAY EMERGENCY PURCHASE	2,844.02
	Check Date 11/9/2022 Total For Check # 114255	2,844.02
<b>SHI INTERNATIONAL CORP</b>		
B15967206	FIREWALL MAINT-FORTINET	4,815.72
	Check Date 11/9/2022 Total For Check # 114256	4,815.72
<b>SPEER FINANCIAL INC</b>		
D7/22-13	2022 CONTINUING DISCLOSURE FILING	1,037.50
	Check Date 11/9/2022 Total For Check # 114257	1,037.50
<b>STANDARD EQUIPMENT CO</b>		
W09059	UPDATE TO UNIT 15 COMPUTER	224.30
	Check Date 11/9/2022 Total For Check # 114258	224.30
<b>STS OPERATING, INC</b>		
5837869-01	HVAC REPAIR	105.37
	Check Date 11/9/2022 Total For Check # 114259	105.37
<b>SUBURBAN DOOR CHECK</b>		
IN552078	KEYS	13.50
IN552078	KEYS	21.60
IN552078	KEYS	6.00
	Check Date 11/9/2022 Total For Check # 114260	41.10
<b>SUBURBAN LABORATORIES, IN</b>		
204978	DBPR SAMPLES	882.00
	Check Date 11/9/2022 Total For Check # 114261	882.00
<b>TERRY PLUMBING CO</b>		
211613	INSTALL INSIDE CLEANOUT/HOT LEAD JOINT (FLOOD MH)	950.00
221556	EMERG PLUMBING FROM FLOOD	1,100.00



## Warrant Register 1768

Invoice	Description	Invoice/Amount
	Check Date 11/9/2022 Total For Check # 114262	2,050.00
<b>THE STEVENS GROUP</b>		
0166913	AP CHECKS	458.35
	Check Date 11/9/2022 Total For Check # 114263	458.35
<b>TOSHIBA FINANCIAL SERVICE</b>		
486023641	COPIER LEASE FIN 10/23-11/23/22	275.00
	Check Date 11/9/2022 Total For Check # 114264	275.00
<b>TYLER TECHNOLOGIES, INC</b>		
045-389983	APP SVCS 10/1-12/31/22	20,822.25
	Check Date 11/9/2022 Total For Check # 114265	20,822.25
<b>UNCLE BUBS</b>		
22170	LODGE EVENT SUPPLIES	173.80
	Check Date 11/9/2022 Total For Check # 114266	173.80
<b>URBAN TRI GEAR</b>		
HinsdaleStingrays22	BATHING CAPS FOR SWIM TEAM	425.00
	Check Date 11/9/2022 Total For Check # 114267	425.00
<b>VANNORSDEL, DAVID</b>		
OCT-22	ERP PROJECT MANAGEMENT-VOB 12/14/21	6,319.00
OCT-22	ERP PROJECT MANAGEMENT-VOB 12/14/21	2,581.00
	Check Date 11/9/2022 Total For Check # 114268	8,900.00
<b>VERMONT SYSTEMS, INC.</b>		
QUO-12640-N6H6K0	CREDIT CARD PROCESSING UPDATE	700.00
QUO-12591-X3S2L3	GL INTERFACE	885.00
QUO-12593-C4T3L6	WEBTRAC UPDATES	700.00
	Check Date 11/9/2022 Total For Check # 114269	2,285.00
<b>VULCAN CONST MATERIALS LL</b>		
33083306	CA6-STONE BACKFILL	1,463.08
33071187	CA6 STONE (BACKFILL)	355.75
	Check Date 11/9/2022 Total For Check # 114270	1,818.83
<b>WAREHOUSE DIRECT INC</b>		
5352063-0	PARKS JANITORIAL SUPPLIES	31.38
5343735-0	MASKS FOR VH	82.90
5361955-0	OFFICE SUPPLIES-ADMIN	154.67
5352619-0	ADMIN OFFICE SUPPLIES	38.50
5364071-0	OFFICE SUPPLIES	28.22
5355386-0	OFFICE SUPPLIES	323.16



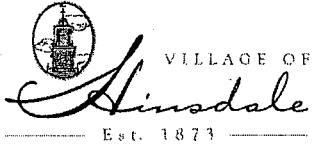
## Warrant Register 1768

Invoice	Description	Invoice/Amount
5355386-1	OFFICE SUPPLIES	27.34
5355386-2	OFFICE SUPPLIES	49.84
	<b>Check Date 11/9/2022 Total For Check # 114271</b>	<b>736.01</b>
<b>WELD ALL</b>		
102422	WELD STAIRS @ KLM LODGE	290.00
	<b>Check Date 11/9/2022 Total For Check # 114272</b>	<b>290.00</b>
<b>WEX BANK</b>		
84871672	UNLEADED FUEL OCT22	282.44
84871672	UNLEADED FUEL OCT22	523.03
84871672	UNLEADED FUEL OCT22	6,165.47
84871672	UNLEADED FUEL OCT22	840.68
84871672	UNLEADED FUEL OCT22	207.99
84871672	UNLEADED FUEL OCT22	185.51
84871672	UNLEADED FUEL OCT22	71.17
84871672	UNLEADED FUEL OCT22	570.49
84871672	UNLEADED FUEL OCT22	844.60
84871672	UNLEADED FUEL OCT22	-195.10
	<b>Check Date 11/9/2022 Total For Check # 114273</b>	<b>9,496.28</b>
<b>WILLOWBROOK FORD INC</b>		
5160022	ENGINE MOUNT #846	100.50
6380532/1	ALIGNMENT #6	179.95
	<b>Check Date 11/9/2022 Total For Check # 114274</b>	<b>280.45</b>
<b>WINDY CITY CLEANING EQUIP &amp; SUPPLIES</b>		
004694	POWER WASHER	7,429.99
	<b>Check Date 11/9/2022 Total For Check # 114275</b>	<b>7,429.99</b>
<b>WINDY CITY NINJAS</b>		
10272022	FALL SESSION 1	600.00
	<b>Check Date 11/9/2022 Total For Check # 114276</b>	<b>600.00</b>
<b>WINSTON &amp; STRAWN</b>		
2889718	LEGAL FEES THRU 9/30/22	92,673.00
	<b>Check Date 11/9/2022 Total For Check # 114277</b>	<b>92,673.00</b>
<b>ZOLL MEDICAL CORP</b>		
3601399	EMS SUPPLIES	2,250.37
	<b>Check Date 11/9/2022 Total For Check # 114278</b>	<b>2,250.37</b>



**Warrant Register 1768**

<b>Invoice</b>	<b>Description</b>	<b>Invoice/Amount</b>
<b>MUNICIPAL SERVICES ASSOCIATES INC</b>		
43-2141-22	CONSULTING SERVICES	765.00
	<b>Check Date 11/9/2022    Total For Check # 114279</b>	<b>765.00</b>
	<b>Total For ALL Checks</b>	<b>967,349.19</b>



**Warrant Summary by Fund:**

<b>RECAP BY FUND</b>	<b>FUND NUMBER</b>	<b>FUND TOTAL</b>
GENERAL FUND	100	287,373.12
CAPITAL PROJECTS FUND	400	32,484.52
WATER & SEWER OPERATIONS FUND	600	364,124.07
ESCROW FUND	720	278,586.00
PAYROLL REVOLVING FUND	740	4,773.06
LIBRARY OPERATIONS	900	8.42
<b>TOTALS:</b>		<b>967,349.19</b>

**END OF REPORT**





Public Services & Engineering

**AGENDA SECTION:** Consent Agenda – EPS  
**SUBJECT:** ARPA Drainage Improvements-Intergovernmental Agreements  
**MEETING DATE:** November 15, 2022  
**FROM:** Matthew Lew, PE, Village Engineer

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**Recommended Motion**

Approve Intergovernmental Agreements (IGAs) with DuPage County for American Rescue Plan Act (ARPA) Drainage Improvements for a reimbursement amount not to exceed \$234,645.

**Background**

In June 2022, the Village was awarded two drainage grants in the amount of \$234,645. These grants are awarded through the DuPage County Stormwater Management Municipal ARPA Grant Program. The grants are allocated for two drainage improvement projects on Charleston Road and Grant Street, and the grants will fund a portion of the improvement construction cost. Two IGAs with DuPage County stipulate the details to receive these grants.

The proposed improvements are intended to reduce currently occurring flooding at the low points of Charleston Road and Fifth Street/Grant Street. Storm sewer and drainage structures will be constructed at both locations. The Village plans to include both projects within one construction contract to streamline coordination and achieve potential cost savings. The Village Board previously approved the design engineering contract to HR Green, Inc.

**Discussion & Recommendation**

DuPage County has authored two IGAs for the Village to approve, and the IGA reimbursement amount limits are as follows:

Project Reimbursement	Amount
Charleston Road Drainage Improvements	\$122,645
Fifth/Grant Streets Drainage Improvements	\$112,000
Total Reimbursement	\$234,645

The County will execute the IGAs after Village Board approval. The Village will design and construct the drainage improvements, and the Village will receive County reimbursement funds for eligible expenses with appropriate documentation. Village staff recommends approving the IGAs with DuPage County for a reimbursement amount not to exceed \$234,645.

**Budget Impact**

The 2023 project construction budget is \$550,000, and this amount is allocated within the proposed 2023 Budget. Up to \$234,645 of eligible construction expenses may be reimbursed by DuPage County per the two IGAs.



## REQUEST FOR BOARD ACTION

### **Village Board and/or Committee Action**

At the Board of Trustees meeting on November 3, 2022, the Board approved the item to be moved to the Consent Agenda. The Village Board approved the associated design engineering contract for this improvement project at the September 6, 2022 Board Meeting.

### **Documents Attached**

1. Charleston Road DuPage County IGA
2. Fifth Street and Grant Street DuPage County IGA

INTERGOVERNMENTAL AGREEMENT BETWEEN COUNTY OF DUPAGE, ILLINOIS  
AND THE VILLAGE OF HINSDALE FOR THE CHARLESTON ROAD DRAINAGE  
PROJECT

This INTERGOVERNMENTAL AGREEMENT is made this 13<sup>th</sup> day of December 2022 between the COUNTY OF DUPAGE, a body politic and corporate, with offices at 421 N. County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and the VILLAGE OF HINSDALE, a body politic and corporate, with offices at 19 E. Chicago Avenue, HINSDALE, IL 60521 (hereinafter referred to as the VILLAGE).

R E C I T A L S

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

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

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

WHEREAS, the COUNTY has adopted the DuPage County Stormwater Management Plan which recognizes the reduction of stormwater runoff as an integral part of the proper management of storm and flood waters; and

WHEREAS, the COUNTY has been awarded \$179,266,585 in funding through the American Rescue Plan Act (ARPA); and

WHEREAS, ARPA permits the use of ARPA funds for stormwater infrastructure projects; and

WHEREAS, the COUNTY Board has allocated a portion of its ARPA funds be dedicated towards qualifying stormwater infrastructure projects; and

WHEREAS, the Stormwater Management Planning Committee and the DuPage County Board have approved a municipal cost share program, and a portion of the funds dedicated to

Stormwater Infrastructure are to be used to fund program specific shovel-ready projects that demonstrate flood protection and resilience measures; and

WHEREAS, the Stormwater Management Department on behalf of the COUNTY has developed and implemented a competitive grant program available to all municipalities in DuPage County; and

WHEREAS, the VILLAGE has submitted an application under this grant program for the "CHARLESTON ROAD DRAINAGE PROJECT" that meets the criteria as a project that qualifies as an ARPA Stormwater Infrastructure Project (herein referred to as the "PROJECT"); and

WHEREAS, the COUNTY and the VILLAGE have determined that the implementation of the PROJECT will benefit local citizens with flood protection, water quality and/or resilience measures; and;

WHEREAS, the VILLAGE has requested COUNTY participation in cost sharing of the PROJECT through a grant from the COUNTY'S American Rescue Plan Act in an amount not to exceed one hundred twenty-two thousand, six hundred forty-five dollars (\$122,645); and

WHEREAS, the VILLAGE shall pay all PROJECT expenses up front and will be reimbursed for qualified expenses per this AGREEMENT; and

WHEREAS, the VILLAGE shall share any available data collected from the PROJECT for the purposes of fostering community education and improving upon similar future projects; and

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

## **1.0 INCORPORATION AND CONSTRUCTION.**

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

## **2.0 PROJECT DESCRIPTION.**

- 2.1 The PROJECT involves upsizing an existing storm sewer that results in flooding of a depressional area at the low point of Charleston Road which extends into and floods two residential homes.
- 2.2 The PROJECT shall be developed essentially in accord with the engineering report prepared by HRGreen with a latest revision date of January 18, 2022, which document is incorporated herein by reference but is not attached hereto due to space limitations.

## **3.0 FUNDING.**

- 3.1 The total construction related PROJECT costs are estimated to be two hundred forty-five thousand, two hundred and ninety dollars (\$245,290). The COUNTY's maximum reimbursement amount is \$122,645 or 50% of the PROJECT cost, whichever is least. The anticipated cost share is as follows, unless otherwise agreed to in writing as provided in Paragraph 3.2 below:

VILLAGE OF HINSDALE	\$122,645
COUNTY OF DUPAGE	<u>\$122,645</u>
TOTAL	\$245,290

- 3.2 The VILLAGE shall be responsible for bearing any cost overruns or expenses in excess of the funding listed in Paragraph 3.1, regardless of the cause, unless the VILLAGE and COUNTY agree to apportion such extra costs (through an amendment consistent with Paragraph 8.1) before they are incurred.
- 3.3 This AGREEMENT shall in no way obligate the VILLAGE to undertake this PROJECT if the VILLAGE in its sole discretion determines that it is no longer in the VILLAGE's best interest to proceed with this PROJECT. However, in the event the PROJECT is not substantially completed by October 31, 2024, the VILLAGE shall promptly reimburse the COUNTY any monies paid by the COUNTY to the VILLAGE pursuant to this AGREEMENT. The VILLAGE's right to retain the COUNTY'S reimbursement of PROJECT costs is expressly conditioned upon the VILLAGE'S timely and satisfactory completion of the PROJECT.
- 3.4 The VILLAGE may only seek COUNTY reimbursement for allowable PROJECT construction expenses incurred on, or before, October 31, 2024. Allowable PROJECT expenses incurred and paid by the VILLAGE in relation to the PROJECT shall include third-party professional services related to the construction of the PROJECT, but does not include construction management, bid advertising, etc. Notwithstanding the foregoing, allowable expenses shall not include the VILLAGE'S administrative costs, overhead, payroll, land acquisition, legal or accounting services.

- 3.5 As this Agreement utilizes ARPA funds, the VILLAGE is aware that time is of the essence in notifications as to whether the VILLAGE will proceed with this project to substantial completion not later than October 31, 2024. If the VILLAGE fails to communicate that the VILLAGE is not proceeding with this project or if the VILLAGE fails to substantially complete this project by October 31, 2024, the COUNTY may recoup any expended funds and withhold any unexpended funds to be used for other permissible purposes in advance of the December 31, 2026 federal recapture deadline.

#### **4.0 VILLAGE'S RESPONSIBILITIES.**

- 4.1 The VILLAGE shall be responsible for the preparation of the plans, specifications, and bid documents for the PROJECT, together with the advertisement and award of all PROJECT-related public bids. The VILLAGE shall select, and contract with, all vendors providing professional services for the PROJECT.
- 4.2 The VILLAGE shall be responsible for successful completion of all phases of the PROJECT, from design and construction through maintenance.
- 4.3 The VILLAGE shall be responsible for securing all local, county, state, and federal permits necessary for completion of the PROJECT.
- 4.4 The VILLAGE shall be responsible for submitting copies of all permit applications and related correspondence to the COUNTY in a timely manner to ensure sufficient review by the COUNTY. The purpose of the COUNTY'S review shall be for the sole purpose of documenting whether PROJECT work components qualify as allowable expenses.
- 4.5 The VILLAGE shall be responsible for obtaining all required land rights necessary for the completion of the PROJECT.
- 4.6 The VILLAGE shall not be reimbursed by the COUNTY for work undertaken prior to the signing of this AGREEMENT.
- 4.7 The VILLAGE may enter into additional agreements to secure its portion of the local PROJECT costs.
- 4.8 The VILLAGE shall submit no more than one invoice per month to the COUNTY during the construction and maintenance phases of the PROJECT. Under no circumstances should the COUNTY be invoiced more than one hundred twenty-two thousand, six hundred forty-five dollars (\$122,645) or 50% of the PROJECT costs, whichever is least. The invoice shall show the quantities, cost per item,

date of work incurred, proof of payment (copy of check), final waivers from the primary contractor, and a brief summary of work completed on the PROJECT.

- 4.9 The VILLAGE shall make direct payments, or cause to have payments made, to all parties providing services related to this PROJECT. This requirement will not affect the COUNTY'S obligation to reimburse the VILLAGE in the amounts herein agreed upon, nor shall this provision affect the VILLAGE'S obligation to repay the COUNTY in the event the PROJECT is not undertaken or completed, as established in Paragraph 3.3.
- 4.10 The VILLAGE shall make any data collected from the PROJECT available to the COUNTY upon reasonable request by the COUNTY. The COUNTY shall be allowed unlimited, but reasonable, access to the PROJECT area to observe and review PROJECT work and all work documents (i.e., plans, change orders, field orders, construction manager diaries, etc.). The COUNTY shall provide the VILLAGE reasonable advanced notice of when the COUNTY requires such access.
- 4.11 The COUNTY shall not be responsible for or have control over the design, construction, means, methods, techniques or procedures with respect to any work performed for the PROJECT. The VILLAGE and VILLAGE'S contractors shall be solely responsible for the safety of all individuals performing work on the PROJECT. The VILLAGE shall take such measures as are necessary to ensure that its contractors maintain the PROJECT areas in a safe condition and install appropriate barricades and warning signs, and the VILLAGE shall strictly enforce or cause to have strictly enforced all applicable safety rules and regulations. This provision is not intended to create any new burden or liability for the VILLAGE beyond the usual burdens and liabilities for a municipality in the construction of public improvements. This section is intended merely to relieve the COUNTY from such liabilities in this PROJECT. COUNTY'S role in conducting any review or granting any consent or approval relates solely to the PROJECT'S eligibility under the COUNTY'S ARPA funding.
- 4.12 The VILLAGE must acknowledge the COUNTY using logo(s) and wording provided by the COUNTY in permanent onsite signage (if applicable) and other promotion of the PROJECT including, but not limited to, printed materials, press releases and presentations.



## **5.0 COUNTY'S RESPONSIBILITIES.**

- 5.1 The COUNTY shall reserve the right to review the PROJECT plans and specifications, prior to the VILLAGE's advertisement for contract services, together with any subsequent change orders, addendums, or revisions thereto ("CONTRACT DOCUMENTS"), for the purpose of verifying that PROJECT components qualify for reimbursement through the COUNTY'S ARPA Grant. The COUNTY shall promptly provide the VILLAGE with any recommended changes to the CONTRACT DOCUMENTS for PROJECT components to qualify for reimbursement.
- 5.2 The COUNTY shall cost share in the PROJECT as follows:
  - 5.2.1 The COUNTY shall reimburse the VILLAGE for approved costs associated with the PROJECT at a maximum amount of \$122,645, or 50% of the PROJECT cost whichever is least, which have been incurred and paid for by the VILLAGE, as specified in Paragraph 3.1.
  - 5.2.2 The total reimbursement amount paid by the COUNTY shall not exceed one hundred twenty-two thousand, six hundred forty-five dollars (\$122,645).
  - 5.2.3 In the event PROJECT costs total less than two hundred forty-five thousand, two hundred and ninety dollars (\$245,290), the COUNTY'S total reimbursement amount shall be not more than fifty percent (50%) of the actual total PROJECT costs, or \$122,645 whichever is least. Any amounts overpaid by the COUNTY shall be promptly refunded by the VILLAGE.
  - 5.2.4 The COUNTY shall not be obligated to pay invoices received after December 30, 2024, regardless of when the work was completed and notwithstanding that the COUNTY'S contribution limit has not been reached.
  - 5.2.5 The COUNTY shall not reimburse for any work completed before entering into the IGA, nor shall pay for any work completed after October 31, 2024.
  - 5.2.6 The COUNTY shall not reimburse for any work completed for invoices received after December 30, 2024.
- 5.3 The COUNTY shall be allowed unlimited, but reasonable, access to the PROJECT area to observe and review PROJECT work and work documents (i.e., plans, change orders, field orders, manager diaries, etc.) for the limited purpose of determining eligibility for COUNTY reimbursement, and the use of all data collected as part of the PROJECT.

- 5.4 The COUNTY does not, and shall not warrant, and makes no representations that the project meets all the qualifications and requirements for the expenditure of ARPA funds.

## **6.0 GOVERNMENT REGULATIONS.**

- 6.1 The VILLAGE shall comply with all local, county, state and federal requirements now in force, or which may hereafter be in force, pertaining to the PROJECT.
- 6.2 The VILLAGE understands and agrees that ARPA funds are subject to audit and potential recoupment by the Federal Government of the United States of America. The VILLAGE agrees to assist the COUNTY in responding to any audits of the ARPA funds used for the project.

## **7.0 INDEMNIFICATION.**

- 7.1 The VILLAGE shall indemnify, hold harmless and defend the COUNTY or any of its officials, officers, employees, and agents from and against all liability, claims, suits, demands, liens, proceedings and actions, including reasonable costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the VILLAGE'S performance under this AGREEMENT to the fullest extent the VILLAGE is so authorized under the law; provided, however, that the VILLAGE shall not be obligated to indemnify, hold harmless and defend the COUNTY for any negligent or intentional wrongful misconduct or omissions by COUNTY officials, employees, agents, contractors or personnel.
- 7.2 The VILLAGE shall specifically indemnify, hold harmless and defend the County or any of its officials, officers, employees, and agents from and against all liability, claims, suits, demands, liens, proceedings and actions, including reasonable costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with the use of ARPA funds for this project, including, but not limited to audits, recoupment of the ARPA funds used for this project, or fines and penalties assessed related to using ARPA funds for this project.
- 7.3 The VILLAGE shall require each consultant and contractor responsible for the construction, maintenance, or monitoring of the PROJECT to name the VILLAGE and COUNTY as an additional insured party on said vendor's liability insurance policy. Further, the VILLAGE shall require that its consultants and contractors indemnify, defend and hold harmless the VILLAGE and COUNTY, its officers, employees and elected officials from and against any claims, liability or judgments resulting from, or caused by, the negligence or willful conduct of such consultant and, or contractor.

- 7.4 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, liens, proceedings and actions brought against them. Pursuant to Illinois law, any attorney representing the COUNTY, under this paragraph or paragraphs 7.1, 7.2 or 7.3 is to be the State's Attorney, in accord with the applicable law. The COUNTY'S participation in its defense shall not remove VILLAGE'S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above. Moreover, indemnity as provided in this AGREEMENT shall not be limited by reason of any insurance coverage maintained by the VILLAGE or its consultants, contractors or agents. The VILLAGE'S indemnification of the COUNTY shall survive the termination, or expiration, of this AGREEMENT.

#### **8.0 AMENDMENT OR MODIFICATION OF THIS AGREEMENT.**

- 8.1 The parties may modify or amend terms of this AGREEMENT only by a written document duly approved and executed by both parties, excluding term extensions as provided for in the following provision.
- 8.2 Notwithstanding Paragraph 8.1, above, the term for performing this AGREEMENT may be extended by any suitable COUNTY designated form, signed by both parties without formal amendment pursuant to Paragraph 8.1, above.

#### **9.0 TERM OF THIS AGREEMENT.**

- 9.1 The term of this AGREEMENT shall begin on the date the AGREEMENT is fully executed, and shall continue in full force and effect until the earlier of the following occurs:
- 9.1.1 December 30, 2024, or to a new date agreed upon by the parties.
- 9.1.2 The completion by the VILLAGE and COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before December 30, 2024.

#### **10.0 ENTIRE AGREEMENT.**

- 10.1 This AGREEMENT, including matters incorporated herein, contains the entire AGREEMENT between parties.
- 10.2 There are no other covenants, warranties, representations, promises, conditions or understandings, either oral or written, other than those contained herein.

10.3 This AGREEMENT may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

10.4 In the event of a conflict between the terms or conditions of this AGREEMENT and any term or condition found in any exhibit or attachment, the terms and conditions of this AGREEMENT shall prevail.

#### **11.0 SEVERABILITY.**

11.1 In the event any provision of this AGREEMENT is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT. The remainder of this AGREEMENT shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.

#### **12.0 GOVERNING LAW.**

12.1 The laws of the State of Illinois shall govern this AGREEMENT as to both interpretation and performance.

12.2 The venue for resolving any disputes concerning the parties' respective performance, or failure to perform, under this AGREEMENT, shall be the judicial circuit court for DuPage County.

#### **13.0 NOTICES.**

13.1 Any required notice shall be sent to the following addresses and parties:

George Peluso  
Director of Public Services  
Village of Hinsdale  
19 E. Chicago Avenue  
HINSDALE, IL 60521

DuPage County State's  
Attorney's Office  
ATTN: Civil Bureau  
503 N. County Farm Rd.  
Wheaton, Illinois 60187

Sarah Hunn  
Director  
DuPage County  
Stormwater Management  
421 N. County Farm Road  
Wheaton, Illinois 60187

#### **14.0 WAIVER OF/FAILURE TO ENFORCE BREACH.**

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

**15.0 NO WAIVER OF TORT IMMUNITIES**

- 15.1 Nothing contained in any provision of this Agreement is intended to constitute nor shall constitute a waiver of the defenses, privileges or immunities available to the parties under the Illinois Local Governmental and Governmental Employees Tort Immunity Act.

IN WITNESS OF, the parties set their hands and seals as of the date first written above.

COUNTY OF DUPAGE

VILLAGE OF HINSDALE

\_\_\_\_\_  
Daniel Cronin,  
Chairman

\_\_\_\_\_  
Thomas Cauley, Jr.  
Village President

ATTEST:

ATTEST:

\_\_\_\_\_  
Jean Kaczmarek,  
County Clerk

\_\_\_\_\_  
Christine Bruton  
Village Clerk

INTERGOVERNMENTAL AGREEMENT BETWEEN COUNTY OF DUPAGE, ILLINOIS  
AND THE VILLAGE OF HINSDALE FOR THE FIFTH AND GRANT DRAINAGE  
PROJECT

This INTERGOVERNMENTAL AGREEMENT is made this 13<sup>th</sup> day of December 2022 between the COUNTY OF DUPAGE, a body politic and corporate, with offices at 421 N. County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and the VILLAGE OF HINSDALE, a body politic and corporate, with offices at 19 E. Chicago Avenue, HINSDALE, IL 60521 (hereinafter referred to as the VILLAGE).

R E C I T A L S

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

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

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

WHEREAS, the COUNTY has adopted the DuPage County Stormwater Management Plan which recognizes the reduction of stormwater runoff as an integral part of the proper management of storm and flood waters; and

WHEREAS, the COUNTY has been awarded \$179,266,585 in funding through the American Rescue Plan Act (ARPA); and

WHEREAS, ARPA permits the use of ARPA funds for stormwater infrastructure projects; and

WHEREAS, the COUNTY Board has allocated a portion of its ARPA funds be dedicated towards qualifying stormwater infrastructure projects; and

WHEREAS, the Stormwater Management Planning Committee and the DuPage County Board have approved a municipal cost share program, and a portion of the funds dedicated to

Stormwater Infrastructure are to be used to fund program specific shovel-ready projects that demonstrate flood protection and resilience measures; and

WHEREAS, the Stormwater Management Department on behalf of the COUNTY has developed and implemented a competitive grant program available to all municipalities in DuPage County; and

WHEREAS, the VILLAGE has submitted an application under this grant program for the "FIFTH AND GRANT DRAINAGE PROJECT" that meets the criteria as a project that qualifies as an ARPA Stormwater Infrastructure Project (herein referred to as the "PROJECT"); and

WHEREAS, the COUNTY and the VILLAGE have determined that the implementation of the PROJECT will benefit local citizens with flood protection, water quality and/or resilience measures; and;

WHEREAS, the VILLAGE has requested COUNTY participation in cost sharing of the PROJECT through a grant from the COUNTY'S American Rescue Plan Act in an amount not to exceed one hundred twelve thousand dollars (\$112,000); and

WHEREAS, the VILLAGE shall pay all PROJECT expenses up front and will be reimbursed for qualified expenses per this AGREEMENT; and

WHEREAS, the VILLAGE shall share any available data collected from the PROJECT for the purposes of fostering community education and improving upon similar future projects; and

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

## **1.0 INCORPORATION AND CONSTRUCTION.**

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

## **2.0 PROJECT DESCRIPTION.**



- 2.1 The PROJECT involves the installation of approximately 350 feet of 24-inch storm sewer to eliminate frequent flooding at the intersection of Fifth and Grant that impacts both the roadway and results in flood damage to twelve adjacent homes.
- 2.2 The PROJECT shall be developed essentially in accord with the concept prepared by HRGreen with a latest revision date of June 3, 2011, which document is incorporated herein by reference but is not attached hereto due to space limitations.

### 3.0 FUNDING.

- 3.1 The total construction related PROJECT costs are estimated to be two hundred twenty-four thousand dollars (\$224,000). The COUNTY's maximum reimbursement amount is \$112,000 or 50% of the PROJECT cost, whichever is least. The anticipated cost share is as follows, unless otherwise agreed to in writing as provided in Paragraph 3.2 below:

VILLAGE OF HINSDALE	\$112,000
COUNTY OF DUPAGE	\$112,000
TOTAL	\$224,000

- 3.2 The VILLAGE shall be responsible for bearing any cost overruns or expenses in excess of the funding listed in Paragraph 3.1, regardless of the cause, unless the VILLAGE and COUNTY agree to apportion such extra costs (through an amendment consistent with Paragraph 8.1) before they are incurred.
- 3.3 This AGREEMENT shall in no way obligate the VILLAGE to undertake this PROJECT if the VILLAGE in its sole discretion determines that it is no longer in the VILLAGE's best interest to proceed with this PROJECT. However, in the event the PROJECT is not substantially completed by October 31, 2024, the VILLAGE shall promptly reimburse the COUNTY any monies paid by the COUNTY to the VILLAGE pursuant to this AGREEMENT. The VILLAGE's right to retain the COUNTY'S reimbursement of PROJECT costs is expressly conditioned upon the VILLAGE'S timely and satisfactory completion of the PROJECT.
- 3.4 The VILLAGE may only seek COUNTY reimbursement for allowable PROJECT construction expenses incurred on, or before, October 31, 2024. Allowable PROJECT expenses incurred and paid by the VILLAGE in relation to the PROJECT shall include third-party professional services related to the construction of the PROJECT, but does not include construction management, bid advertising, etc. Notwithstanding the foregoing, allowable expenses shall not include the VILLAGE'S administrative costs, overhead, payroll, land acquisition, legal or accounting services.

- 3.5 As this Agreement utilizes ARPA funds, the VILLAGE is aware that time is of the essence in notifications as to whether the VILLAGE will proceed with this project to substantial completion not later than October 31, 2024. If the VILLAGE fails to communicate that the VILLAGE is not proceeding with this project or if the VILLAGE fails to substantially complete this project by October 31, 2024, the COUNTY may recoup any expended funds and withhold any unexpended funds to be used for other permissible purposes in advance of the December 31, 2026 federal recapture deadline.

#### **4.0 VILLAGE'S RESPONSIBILITIES.**

- 4.1 The VILLAGE shall be responsible for the preparation of the plans, specifications, and bid documents for the PROJECT, together with the advertisement and award of all PROJECT-related public bids. The VILLAGE shall select, and contract with, all vendors providing professional services for the PROJECT.
- 4.2 The VILLAGE shall be responsible for successful completion of all phases of the PROJECT, from design and construction through maintenance.
- 4.3 The VILLAGE shall be responsible for securing all local, county, state, and federal permits necessary for completion of the PROJECT.
- 4.4 The VILLAGE shall be responsible for submitting copies of all permit applications and related correspondence to the COUNTY in a timely manner to ensure sufficient review by the COUNTY. The purpose of the COUNTY'S review shall be for the sole purpose of documenting whether PROJECT work components qualify as allowable expenses.
- 4.5 The VILLAGE shall be responsible for obtaining all required land rights necessary for the completion of the PROJECT.
- 4.6 The VILLAGE shall not be reimbursed by the COUNTY for work undertaken prior to the signing of this AGREEMENT.
- 4.7 The VILLAGE may enter into additional agreements to secure its portion of the local PROJECT costs.
- 4.8 The VILLAGE shall submit no more than one invoice per month to the COUNTY during the construction and maintenance phases of the PROJECT. Under no circumstances should the COUNTY be invoiced more than one hundred twelve thousand dollars (\$112,000) or 50% of the PROJECT costs, whichever is least. The invoice shall show the quantities, cost per item, date of work incurred, proof of payment (copy of check), final waivers from the primary contractor, and a brief summary of work completed on the PROJECT.

- 4.9 The VILLAGE shall make direct payments, or cause to have payments made, to all parties providing services related to this PROJECT. This requirement will not affect the COUNTY'S obligation to reimburse the VILLAGE in the amounts herein agreed upon, nor shall this provision affect the VILLAGE'S obligation to repay the COUNTY in the event the PROJECT is not undertaken or completed, as established in Paragraph 3.3.
- 4.10 The VILLAGE shall make any data collected from the PROJECT available to the COUNTY upon reasonable request by the COUNTY. The COUNTY shall be allowed unlimited, but reasonable, access to the PROJECT area to observe and review PROJECT work and all work documents (i.e., plans, change orders, field orders, construction manager diaries, etc.). The COUNTY shall provide the VILLAGE reasonable advanced notice of when the COUNTY requires such access.
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  - 5.2.1 The COUNTY shall reimburse the VILLAGE for approved costs associated with the PROJECT at a maximum amount of \$112,000, or 50% of the PROJECT cost whichever is least, which have been incurred and paid for by the VILLAGE, as specified in Paragraph 3.1.
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  - 5.2.3 In the event PROJECT costs total less than two hundred twenty-four thousand dollars (\$224,000), the COUNTY'S total reimbursement amount shall be not more than fifty percent (50%) of the actual total PROJECT costs, or \$112,000 whichever is least. Any amounts overpaid by the COUNTY shall be promptly refunded by the VILLAGE.
  - 5.2.4 The COUNTY shall not be obligated to pay invoices received after December 30, 2024, regardless of when the work was completed and notwithstanding that the COUNTY'S contribution limit has not been reached.
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- 6.1 The VILLAGE shall comply with all local, county, state and federal requirements now in force, or which may hereafter be in force, pertaining to the PROJECT.
- 6.2 The VILLAGE understands and agrees that ARPA funds are subject to audit and potential recoupment by the Federal Government of the United States of America. The VILLAGE agrees to assist the COUNTY in responding to any audits of the ARPA funds used for the project.

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- 7.1 The VILLAGE shall indemnify, hold harmless and defend the COUNTY or any of its officials, officers, employees, and agents from and against all liability, claims, suits, demands, liens, proceedings and actions, including reasonable costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the VILLAGE'S performance under this AGREEMENT to the fullest extent the VILLAGE is so authorized under the law; provided, however, that the VILLAGE shall not be obligated to indemnify, hold harmless and defend the COUNTY for any negligent or intentional wrongful misconduct or omissions by COUNTY officials, employees, agents, contractors or personnel.
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- 7.3 The VILLAGE shall require each consultant and contractor responsible for the construction, maintenance, or monitoring of the PROJECT to name the VILLAGE and COUNTY as an additional insured party on said vendor's liability insurance policy. Further, the VILLAGE shall require that its consultants and contractors indemnify, defend and hold harmless the VILLAGE and COUNTY, its officers, employees and elected officials from and against any claims, liability or judgments resulting from, or caused by, the negligence or willful conduct of such consultant and, or contractor.

- 7.4 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, liens, proceedings and actions brought against them. Pursuant to Illinois law, any attorney representing the COUNTY, under this paragraph or paragraphs 7.1, 7.2 or 7.3 is to be the State's Attorney, in accord with the applicable law. The COUNTY'S participation in its defense shall not remove VILLAGE'S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above. Moreover, indemnity as provided in this AGREEMENT shall not be limited by reason of any insurance coverage maintained by the VILLAGE or its consultants, contractors or agents. The VILLAGE'S indemnification of the COUNTY shall survive the termination, or expiration, of this AGREEMENT.

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- 8.1 The parties may modify or amend terms of this AGREEMENT only by a written document duly approved and executed by both parties, excluding term extensions as provided for in the following provision.
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- 9.1.1 December 30, 2024, or to a new date agreed upon by the parties.
- 9.1.2 The completion by the VILLAGE and COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before December 30, 2024.

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- 10.2 There are no other covenants, warranties, representations, promises, conditions or understandings, either oral or written, other than those contained herein.

- 10.3 This AGREEMENT may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.
- 10.4 In the event of a conflict between the terms or conditions of this AGREEMENT and any term or condition found in any exhibit or attachment, the terms and conditions of this AGREEMENT shall prevail.

#### **11.0 SEVERABILITY.**

- 11.1 In the event any provision of this AGREEMENT is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT. The remainder of this AGREEMENT shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.

#### **12.0 GOVERNING LAW.**

- 12.1 The laws of the State of Illinois shall govern this AGREEMENT as to both interpretation and performance.
- 12.2 The venue for resolving any disputes concerning the parties' respective performance, or failure to perform, under this AGREEMENT, shall be the judicial circuit court for DuPage County.

#### **13.0 NOTICES.**

- 13.1 Any required notice shall be sent to the following addresses and parties:

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Director of Public Services  
Village of Hinsdale  
19 E. Chicago Avenue  
HINSDALE, IL 60521

DuPage County State's  
Attorney's Office  
ATTN: Civil Bureau  
503 N. County Farm Rd.  
Wheaton, Illinois 60187

Sarah Hunn  
Director  
DuPage County  
Stormwater Management  
421 N. County Farm Road  
Wheaton, Illinois 60187

#### **14.0 WAIVER OF/FAILURE TO ENFORCE BREACH.**

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



**15.0 NO WAIVER OF TORT IMMUNITIES**

- 15.1 Nothing contained in any provision of this Agreement is intended to constitute nor shall constitute a waiver of the defenses, privileges or immunities available to the parties under the Illinois Local Governmental and Governmental Employees Tort Immunity Act.

IN WITNESS OF, the parties set their hands and seals as of the date first written above.

COUNTY OF DUPAGE

VILLAGE OF HINSDALE

\_\_\_\_\_  
Daniel Cronin,  
Chairman

\_\_\_\_\_  
Thomas Cauley, Jr.  
Village President

ATTEST:

ATTEST:

\_\_\_\_\_  
Jean Kaczmarek,  
County Clerk

\_\_\_\_\_  
Christine Bruton  
Village Clerk



## REQUEST FOR BOARD ACTION

Public Services &amp; Engineering

**AGENDA SECTION:** Consent Agenda – EPS

**SUBJECT:** 2023 Asphalt Resurfacing – Professional Engineering Services

**MEETING DATE:** November 15, 2022

**FROM:** Matthew Lew, PE, Village Engineer

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**Recommended Motion**

Award the design engineering and construction observation professional services for the 2023 Resurfacing Program to HR Green in the amount not to exceed \$88,211.

**Background**

Within the accelerated Master Infrastructure Program (MIP), the Village conducts an annual Resurfacing Improvement Program. Attachment 1 shows the streets and parking lots that are identified for resurfacing or patching in the 2023 Resurfacing Program. Village staff sent a request for proposal to engineering consulting firms who have recent, positive design engineering and construction observation experience with Village staff. After receiving proposals, HR Green was selected for this project proposal.

**Discussion & Recommendation**

HR Green has provided design engineering and construction observation services for numerous MIP projects in the Village. The most recent improvement project was the 2022 Asphalt Resurfacing Program. HR Green has provided satisfactory engineering services for this and other projects which were completed on-time and within budget. Village staff recommends awarding the design engineering and construction observation contract to HR Green.

**Budget Impact**

The proposed project construction budget is \$880,000, and the proposed project engineering budget is \$135,000. For planning purposes, Village staff budgeted engineering services as 15% of the construction budget, but firms often provide fees under budgeted amount. For the 2023 Resurfacing Program, the provided HR Green proposal of \$88,211 is 10.0% of the total budget and within available proposed project budget.

**Village Board and/or Committee Action**

At the Board of Trustees meeting on November 3, 2022, the Board approved the item to be moved to the Consent Agenda.

**Documents Attached**

1. 2023 Resurfacing Project Locations
2. Engineering Professional Services Agreement

**Attachment 1: 2023 Asphalt Resurfacing Project Locations**

Street	From	To
Lincoln Street	Third Street	Eighth Street
Madison Street (Patching)	Sixth Street	Ninth Street
Second Street	Grant Street	Lincoln Street
Third Street	County Line Road	Hillcrest Avenue
Third Street	Vine Street	Grant Street
York Road (Patching)	Village Boundary	Ogden Avenue
Parking Lot	Veeck Park (near 701 E. Chicago Avenue)	
Parking Lot	Police and Fire Departments (near 121 Symonds Drive)	

Total Approximate Street Distance: 6,260 feet (1.2 miles)

Total Approximate Parking Lot area: 93,600 square feet (2.1 acres)

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

ENGINEERING PROFESSIONAL SERVICES  
AGREEMENT  
2023 Asphalt Resurfacing Program  
Engineering Services

## PROFESSIONAL SERVICES AGREEMENT

BETWEEN THE VILLAGE OF HINSDALE AND  
HR GREEN, INC.

This Professional Services Agreement is entered into this 15th day of November 2022, by and between the Village of Hinsdale, an Illinois Municipal corporation (hereinafter referred to as the "Village") and HR Green, Inc. (hereinafter referred to as the "Engineer") (collectively referred to as the "Parties").

Whereas, the Village is seeking professional services for design engineering and construction observation for the 2023 Asphalt Resurfacing Program (herein referred to as the "Project");

Whereas, Engineer submitted a Revised Proposal dated 10/12/2022 to provide said services for the Project;

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

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

### SECTION 1. DEFINITIONS.

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

A. The term "Agreement" shall mean the entire integrated agreement between Engineer and the Village setting forth the terms and conditions governing the performance of the Project.

B. The term "Change Order" the document signed by Engineer and the Village which authorizes the performance of services beyond the Scope of Work to be supplied under the Agreement, which is issued on or after the Effective Date of this Agreement.

C. The "Engineer" shall mean HR Green, Inc., its employees, agents, subcontractors, duly authorized representatives or others performing work on its behalf. To the extent any work performed under this Agreement is performed by subcontractors, the term "Engineer" shall include such subcontractors.

D. The term "Deliverable" shall mean the plans, specifications, documents, reports, or other item to be prepared and completed by Engineer pursuant to this Agreement.

E. The terms "Includes" and "Including" shall not be construed as limited to.

F. The term "May" is permissive; except the phrase "no person may" shall mean that no person is required, authorized, or permitted to do the act prohibited.

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

H. The term "Shall" is imperative.

I. The term "Project" means the scope, extent, or amount of services, deliverables, items, or labor related to the design engineering and construction observation services for the 2023 Asphalt Resurfacing Program as more fully described of Exhibit "A" attached hereto.

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

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

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

## **SECTION 2. GENERAL REQUIREMENTS-ENGINEER.**

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

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

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

any contractor or any subcontractor on the Project.

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

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

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

G. Engineer agrees to perform the services contemplated under this Agreement in a timely manner, with completion no later than 10/01/2023.

### **SECTION 3. GENERAL REQUIREMENTS-VILLAGE.**

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

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

### **SECTION 4. SCOPE OF SERVICES.**

A. As more fully set forth in its proposal dated 10/12/2022, attached hereto as Exhibit "A", Engineer agrees to provide all labor, materials, expertise, services and consultation related to the design engineering, development of contract documents, construction observation, and related services for the Project. Exhibit "A" is incorporated herein by reference except for the General Terms and Conditions attached thereto and except to the extent any term in Exhibit "A" is inconsistent with the terms in this Agreement.

B. Engineer shall have the sole and ultimate responsibility for designing and drafting documents that meet the Village's performance expectations and satisfy all applicable



laws, regulations and requirements of any federal, state, local or other regulatory authority.

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

**A. Contract Amount.**

Engineer agrees to provide the professional services and deliverables set forth in the Scope of Work, and the Village agrees to compensate Engineer for said performance, the Contract Amount of not-to-exceed \$88,211.00.

**B. Hourly Rates and Costs.**

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

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

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

**SECTION 6. DELIVERY AND OWNERSHIP OF DOCUMENTS.**

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

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

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

electronic documents, the printed deliverable controls.

D. Upon the condition that Engineer has received the prior written consent of the Village, Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Village's confidential and proprietary information if the Village has previously advised the Engineer in writing of the specific information considered by the Village to be confidential and proprietary.

## **SECTION 7. INSURANCE.**

### **A. Scope of Coverage and Amounts.**

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

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

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

B. Upon execution of this Agreement, Engineer shall furnish to the Village satisfactory proof of coverage of the above insurance requirements. Such proof shall consist of certificates executed by the respective insurance companies together with executed copies of an "Additional Insured Endorsement" in a form acceptable to the Village. Said certificates shall expressly provide that, for the duration of the Agreement, the insurance policy shall not be suspended, cancelled, or reduced in coverage or amount. In addition, said certificates shall list the Village and its corporate authorities, officials, agents and employees as an additional insured on all required insurance policies except the policy for professional

liability and workers' compensation.

1. All insurance required herein of Engineer shall be valid and enforceable policies, insured by insurers licensed and permitted to do business by the State of Illinois or surplus line carriers qualified to do business in the State of Illinois. All insurance carriers and surplus line carriers shall be rated A-, VII or better by A.M. Best Company.
2. Engineer shall require all subcontractors not protected under the Engineer's policies to take out and maintain insurance of the same nature, in the same amounts and under the same terms as required herein of Engineer. Engineer shall confirm subcontractor compliance with the requirements stated herein prior to the performance of any Work by a subcontractor.
3. Engineer expressly understands and agrees that any insurance policies required to be maintained pursuant to this Agreement shall in no way limit the degree, amount, or extent of Engineer's responsibility to indemnify, keep and save harmless the Village, their officers, agents, employees, representatives and assigns. Engineer's insurance coverage (both primary and excess) shall be primary as respect to any insurance or self-insurance maintained by the Village, which said insurance of the Village shall solely be excess of Engineer's insurance and shall not contribute with Engineer's insurance coverage.

#### **SECTION 8. CHANGES IN WORK.**

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

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

#### **SECTION 9. USE OF SUBCONTRACTORS AND CONFLICTS OF INTEREST.**

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

## **SECTION 10. INDEMNIFICATION.**

A. Engineer shall hold harmless, and indemnify the Village, its corporate authorities, trustees, officers, directors, and employees from and against any and all injury, death, loss, property damage, judgments, liens, claims, suits, liabilities, actions, causes of action, demands, expenses, costs, or other liabilities of any character (including reasonable attorney's fees) to the extent arising out of: (a) failure to comply with, or violation of, any known federal, state or local law, statute, regulation, rule, ordinance, order, or governmental directive; (b) negligent acts, omissions or willful misconduct; (c) failure to comply with the terms, conditions, or representations contained in the Agreement; (d) infringement of any patent, trademark or copyright; and, e) performance under this Agreement by Engineer, its Subcontractors, or others performing or furnishing any Work directly or indirectly on Engineer's behalf. The terms of this indemnity shall survive the suspension, expiration or termination of this Agreement.

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

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

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

## **SECTION 11. COMPLIANCE WITH LAWS.**

A. Engineer agrees and represents to the best of its ability that it will comply with all applicable laws, regulations and rules promulgated by any federal, state, local, or other governmental authority or regulatory body, now in effect or which may be in effect during this Project. The scope of the laws, regulations, and rules referred to in this paragraph include, but in no way are limited to, the Illinois Human Rights Act, Illinois Equal Pay Act of 2003,

Occupational Safety & Health Act, all forms of traffic regulations, public utility, Interstate and Intrastate Commerce Commission regulations, Workers' Compensation Laws, Prevailing Wage Laws, USA Security Act, federal Social Security Act (and any of its titles), and any other law, rule or regulation of the Illinois Department of Labor, Department of Transportation, Illinois Department of Human Rights, Human Rights Commission, or EEOC.

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

1. Sexual Harassment Policy. Engineer represents that it has a written sexual harassment policy defining sexual harassment as required in Section 2-105 of the Ill. Human Rights Act. 775 ILCA 5/1-105, *et seq.*
2. Tax Payments. Engineer represents that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as set forth in 65 ILCS 5/11-42.1-1.
3. Equal Pay Act of 2003. Engineer, and all subcontractors thereof, shall at all times comply with the provisions of the Illinois Equal Pay Act of 2003, 820 ILCS 112/1, *et seq.*
4. Public Works Employment Discrimination Act. The Engineer represents that it will comply with the Illinois Public Works Employment Discrimination Act (775 ILCS 10/0.01, *et seq.*) which prohibits unlawful discrimination by any entity in the contracting for or performance of all public contracts with the State of Illinois and all of its political subdivisions. As required by this State Act, all of its provisions are incorporated herein by reference and are reprinted below.
5. Illinois Human Rights Act-Equal Opportunity Clause. Engineer represents that it is an "Equal Opportunity Employer" as defined by federal and state laws and regulations, and agrees to comply with the Illinois Department of Human Rights (IDHR) Equal Opportunity clause as required by the IDHR's Regulations (44 Ill. Admin. Code, Part 750, Appendix A), which is considered to be part of any public contract or purchase agreement. As required by State law and IDHR Regulation, the Equal Opportunity clause is reprinted below.

## **EQUAL EMPLOYMENT OPPORTUNITY**

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

- 1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, military status, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- 2) That, if it hires additional employees in order to perform this contract or any

portion thereof, it will determine the availability (in accordance with the Department's Rules) of minorities and women in the areas from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, military status, or an unfavorable discharge from military service.

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

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

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

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

## **ILLINOIS PUBLIC WORKS EMPLOYMENT DISCRIMINATION ACT**

### **10/1. Discrimination in employment prohibited**

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

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

10/2. Deemed incorporated in contract

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

10/3. Includes independent contractors, etc.

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

10/4. Deduction from compensation

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

10/5. Recovery by injured person

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

10/6. Violations: punishment

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

10/7. To be inscribed in contract

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

10/8. Partial invalidity: construction

§ 8. The invalidity or unconstitutionality of any one or more provisions, parts, or

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

## **SECTION 12. SUSPENSION AND TERMINATION OF SERVICES.**

### **A. Suspension of Work**

The Village may, at any time, by written notice to the Engineer require the Engineer to stop all, or any part, of the Work required by the Agreement. Upon receipt of such a notice, the Engineer shall immediately comply with its terms and take all steps to minimize the occurrence of costs allocable to the Work covered by the notice. Engineer shall, upon receipt of notice of suspension, identify in writing all Work that must be completed prior to suspension of the Work, including all Work associated with suspension that must be performed. With respect to Work so identified by Engineer and approved by the Village, the Village will pay for the necessary and reasonable costs associated with that Work. Engineer shall not be entitled to any claim for lost profits due to the suspension of the Work by the Village.

### **B. Termination of Agreement**

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

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

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

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

c. If Engineer shall assign this Agreement or abandon the Work or shall neglect or refuse to comply with the instructions of the Village relative thereto or shall fail in any manner to comply with the specifications or stipulations herein contained or if at any time the Village shall be of the opinion that the Work is unnecessarily delayed and will not be finished within the prescribed time, or that unnecessary inconvenience is being



imposed upon the public or unnecessary expense is being incurred by the Village for inspection and supervision, the Village shall notify the Engineer, in writing, to that effect. If the Engineer does not, within five (5) calendar days thereafter, take such measures as will in the judgment of the Village ensure the satisfactory completion of the Work within the prescribed time or prevent unnecessary inconvenience to the public or prevent unnecessary expense to the Village, then the Village may take such actions as deemed necessary, at the cost to the Engineer, to correct such delay or, the may declare the Engineer to be in default and terminate the Agreement.

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

### **SECTION 13. NOTICES.**

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

*If to Village:*

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

*If to Engineer:*

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

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

### **SECTION 14. MISCELLANEOUS PROVISIONS.**

#### **A. Assignment.**

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

#### **B. Governing Law.**

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

C. Captions.

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

D. Entire Agreement.

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

E. Waiver.

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

F. Third Party Beneficiaries.

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

G. Survival.

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

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

Accepted this \_\_\_\_ day of \_\_\_\_\_ 2022,

**Engineering Consultant**

By: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name and Title)

Accepted this 15th day of November 2022,

**The Village of Hinsdale, Illinois**

By: \_\_\_\_\_

Kathleen A. Gargano, Village Manager

Exhibit A – HR Green, Inc. Proposal dated 10/12/2022



# Exhibit A

## **PROFESSIONAL SERVICES AGREEMENT**

For

**HINSDALE 2023 ASPHALT RESURFACING PROGRAM – RFP# 1687**

### **ENGINEERING SERVICES**

**DESIGN/CONTRACT PLAN PREPARATION, AND  
CONSTRUCTION OBSERVATION (FULL-TIME)**

Matthew Lew, P.E.  
Village Engineer  
Village of Hinsdale  
19 East Chicago Avenue  
Hinsdale, IL 60521-3489  
630-789-7039

T. Scott Creech, P.E.  
HR Green  
323 Alana Drive  
New Lenox, IL 60451  
815.320.7119  
HR Green Project Number: 2202183

August 15, 2022  
*Revised October 12, 2022*

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THIS **AGREEMENT** is between Village of Hinsdale (hereafter "CLIENT") and HR GREEN, INC. (hereafter "COMPANY").

## **1.0 Project Understanding**

### **1.1 General Understanding**

The proposed scope of services, associated fees, and deliverables required are based on the Request for Proposal No. 1687 received July 21, 2022, via email from Mr. Matthew Lew, P.E., Village Engineer at the Village of Hinsdale.

The services required for this project are to include design, bid/construction document preparation, bidding assistance, and construction observation services (Full-time) for pavement milling and patching with Hot Mix Asphalt (HMA) resurfacing, selective combination concrete curb and gutter removal and replacement, and Sidewalk and Ramp Replacement as required for ADA compliance. It is anticipated that up to a total of twenty-four (24) ADA ramps may be required with up to ten (10) located within the Veeck Park and EMA Parking Facilities depending on limits of improvements.

As requested by the CLIENT, Full-Time Construction Observation services associated with the Village of Hinsdale 2023 Resurfacing Program, located in DuPage County, Illinois are detailed within this contract/proposal. It is understood that Village Funding will be utilized for the Design and Construction Observation components and Village Funding in combination with MFT Funding will be utilized for the Construction of this project.

The 2023 Asphalt Resurfacing Program includes improvements along various street segments within the Village of Hinsdale limits as summarized below along with a brief description of COMPANY'S engineering and surveying scope of work associated with each street segment. Further detail of the COMPANY's services is provided in the Scope of Services section located herein.

#### **A. Lincoln Street**

- From Third St. to Eighth St.  
Length ≈ 2510 ft.

Work Scope: 2" HMA mill and HMA resurface; pavement patching, spot curb and gutter removal and replacement; minimal sidewalk spot repair and one (1) ADA ramp improvement at Third St. is anticipated; striping; and landscape restoration

Surveying Scope: topo. survey not required here

Engineering Scope: Design & Bid/Construction Doc. Preparation

Construction Observation: Full-time Observation

#### **B. Madison Street**

- From Sixth St. to Ninth St.  
Length ≈ 1,890 ft.

Work Scope: 2" HMA pavement patching, spot curb and gutter removal and replacement; Four (4) sidewalk ADA ramp improvements at Seventh St. and one (1) at Ninth St. are anticipated for a total of Five (5); Striping; and landscape restoration

Surveying Scope: topo. survey not anticipated to be required here

Engineering Scope: Design & Bid/Construction Doc. Preparation

Construction Observation: Full-time Observation

C. Second Street

- From Grant St. to Lincoln St.  
Length  $\approx$  330 ft.  
Work Scope: 2" HMA mill and HMA resurface; pavement patching, spot curb and gutter removal and replacement; Sidewalk spot repair; striping, ADA ramp construction – 4 ramps anticipated at Grant St; and landscape restoration  
Surveying Scope: topo. survey not anticipated to be required here  
Engineering Scope: Design & Bid/Construction Doc. Preparation  
Construction Observation: Full-time Observation

D. Third Street

- From County Line Rd. to Hillcrest Ave.  
Length  $\approx$  540 ft.  
Work Scope: 2" HMA mill and HMA resurface; pavement patching; spot curb and gutter removal and replacement; sidewalk spot repair; ADA ramps are not anticipated; and landscape restoration  
Surveying Scope: minimal topo. survey is anticipated to be required here  
Engineering Scope: Design & Bid/Construction Doc. Preparation  
Construction Observation: Full-time Observation

E. Third Street

- From Vine St. to Grant St.  
Length  $\approx$  380 ft.  
Work Scope: 2" HMA mill and HMA resurface; pavement patching; spot curb and gutter removal and replacement; Sidewalk spot repair; striping, ADA ramp construction – 2 ramps anticipated at Vine St.; and landscape restoration  
Surveying Scope: topo. survey not required here  
Engineering Scope: Design & Bid/Construction Doc. Preparation  
Construction Observation: Full-time Observation

F. York Road

- From Village Boundary to Ogden Ave.  
Area  $\approx$  610 ft.  
Work Scope: 2" HMA pavement patching; spot curb and gutter removal and replacement; striping; PCC sidewalk spot removal and replacement; ADA ramp construction – 2 ramps anticipated at King Place; and landscape restoration  
Surveying Scope: topo. survey not necessary for ADA ramp design here  
Engineering Scope: Design & Bid/Construction Doc. Preparation  
Construction Observation: Full-time Observation

G. EMS Parking Lots and Aisles

- Located near 121 Symonds Dr.  
Area  $\approx$  4,400 square yards  
Work Scope: 2" HMA mill and HMA resurface; pavement patching, spot curb and gutter removal and replacement; striping, PCC sidewalk removal and ADA ramp construction – five (5) ramps anticipated; and landscape restoration

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

Engineering Scope: Design & Bid/Construction Doc. Preparation

Construction Observation: Full-time Observation

## 1.2 Design Criteria/Assumptions

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

The construction contract for the 2023 Resurfacing Project is anticipated to commence in May 2023 and be completed within 40 working days by June 30, 2023 as noted in the RFP. The estimated man-hours for full-time construction observation of the project are based on 40 working days by the contractor in the field and it is anticipated that the contractor will complete all work on the project by the noted working days. See Section 3.0 Deliverables and Schedule for anticipated project schedule.

## 2.0 Scope of Services

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

2.1 Surveying Services – COMPANY does not anticipate requiring topographic or boundary survey services except for an *estimated* four (4) sump pump connections. Therefore, additional services beyond the noted survey requirements can be provided with an amendment to the contract. If required, elevations will be referenced to the Hinsdale datum, which is on the NAVD 88 vertical datum and coordinates will be tied to the Illinois State Plane, East Zone (NAD 83) Coordinate System.

## 2.2 Roadway Design and Contract Plan Preparation

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

- i. Data collection as detailed in the previous section and project setup.
- ii. Project specifications and special provisions.
- iii. Site visits.
- iv. Utility location mapping request.
- v. Geotechnical Engineering Services– For the scope of improvements specified for this year's asphalt resurfacing program, COMPANY anticipates the need for soil sampling and lab testing related to CCDD criteria for six (6) cores total - (3 pH w/LPC 662 Forms for 3 sites and 3 LPC 663 forms with analytical chemistry for VOCs, SVOCs, pH and Total 8 RCRA Metals-1 per each of the remaining three (3)).
- vi. Notice of Intent/Notice of Termination – total disturbed area anticipated to be less than 1 acre so submittal to IEPA not included herein.
- vii. Storm Water Pollution Prevention Plan - total disturbed area anticipated to be less than 1 acre so submittal to IEPA not included herein.



- viii. Develop pay items and schedule of quantities.
  - ix. Engineer's Opinion of Probable Construction Cost (OPCC).
  - x. Estimate of Time (EOT) for construction schedule estimate.
  - xi. Coordination with CLIENT and other required Agencies.
  - xii. Disposition of review comments.
  - xiii. Quality Control.
  - xiv. COMPANY will assist the CLIENT in advertisement for bid. It is assumed that the fees for advertisement are not included in this contract proposal but are to be paid for by the CLIENT as a reimbursement or directly.
  - xv. COMPANY will attend one (1) bid opening meeting at the CLIENT and provide bid evaluation input and a recommendation of award to the CLIENT.
  - xvi. Administration and Project Management.
- B. Developing Roadway Construction Documents – COMPANY shall prepare the Contract Plans and Specifications for the roadway improvements associated with the Village of Hinsdale 2023 Asphalt Resurfacing Program. This contract is based on the following:
- i. The roadway improvements include +/- 6,760 feet of existing residential roads along the segments specified above in Section I – Project Understanding and approximately +/-10,400 square yards of parking lot resurfacing. Included in the project for design and preparation of bidding/construction documents.
  - ii. Existing utility information shall be developed from the above ground facilities picked up by the Village mapping and information acquired from the utility owners (utility atlas). Video televising of sewers is not applicable and therefore not included herein.
  - iii. The pavement within the limits of the roadway improvement shall be milled and resurfaced to 2" depth. Pavement conditions within the project limits will be evaluated and full-depth patching will be included as determined to be required by the COMPANY and per CLIENT suggestion. Improvements at intersections shall extend to cross street radius returns or as determined in field to be applicable. Access to driveways shall be maintained during the course of construction.
  - iv. Existing curb and gutter, sidewalk, and trees shall remain undisturbed, unless conditions require otherwise, per field inspection by the COMPANY and/or direction from the CLIENT. Ramps for the disabled shall be included in the plans with detectable warnings except at locations where they already exist and are compliant with the current guidelines set forth by the Americans with Disabilities Act (ADA).
  - v. Modifications to the roadway geometry are not anticipated to be required. Curb returns shall be checked for positive drainage to prevent ponding within the gutters and designed for removal and replacement, if necessary.
  - vi. COMPANY shall develop two (2) Engineer's Opinion of Probable Construction Cost(s) (EOPCC) for the proposed improvements – one (1) to accompany each of the pre-final (90%) and final (100%) submittals.
- C. Meetings, Coordination, and Administration

COMPANY shall prepare meeting minutes and distribution to meeting attendees. The required number of meetings is estimated as noted below for the purposes of said

contract scope and fees. The meetings may differ from this contract as directed by the CLIENT and are subject to additional compensation per contract addendum.

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

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

### 2.3 Construction Observation

#### A. Project Startup

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

#### B. Construction Observation

COMPANY will provide Full-time Construction Observation Services at a Time and Material basis not to exceed the amount listed herein. Note that the Full-time Construction Observation Services are based on an estimated 40 working days in field to complete the construction within the specified project construction window as noted within the RFP and subsequent communication with Village Engineer, which is May 2023 – June 2023. COMPANY will observe and verify that items being constructed, and materials being utilized are in general conformance with the approved plans and specifications and the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction as applicable.

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

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

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

#### C. Meetings

COMPANY will attend the preconstruction meeting with the CLIENT, the contractor, subcontractors, emergency services, and any affected utility companies.

COMPANY anticipates that there will be eight (8) weekly construction progress meetings with the CLIENT, the contractor, and subcontractors, and residents as applicable from project start until project completion. See Section 3.0 for anticipated project schedule. These coordination meetings will begin after the start of construction. COMPANY will complete an agenda and meeting minutes for each construction meeting. Upon completion of the meeting minutes, COMPANY will distribute the meeting minutes to all entities.

D. Administration/Coordination

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

E. Project Close Out

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

- 2.4 Record Drawings – As there appears to be minimal storm sewer involved in the 2023 Asphalt Resurfacing Program, COMPANY will specify that the Contractor provide as-built drawings for the *estimated* four (4) sump pump connections, as required. The Contractor, through the construction/bid documents will be specified to provide a plan sheet containing the updated information showing rims, and invert elevations, pipe lengths, percentages of slope, of visible new sump pump connections (estimated 4 connections) in accordance with the roadway improvement plans marked "For Construction" prepared by COMPANY. This does not include any information on rim adjustments for storm structures. The location of these utilities shall be performed only once. Any adjustments shall be done on a time and material basis. The CLIENT or contractor must notify COMPANY of any changes to the utilities, so they can be shown on the plan set accordingly. The Contractor will be specified to provide a digital copy of the plan set to be completed in AutoCAD release 2019, in addition to providing two (2) paper copies of the plan set.

### 3.0 Deliverables and Schedules Included in this Contract

Anticipated Deliverables –

- A. Pre-Final Bid/Construction Documents (90% completion)
- B. Final Bid/Construction Documents (100% completion)
- C. Engineer's Opinion of Probable Construction Costs: Two (2) total, one (1) included with each of the above noted Bid/Construction Document submittals

Anticipated Project Schedule-

- Design Notice to Proceed – November 2022
- 90% Submittal to CLIENT– January 2023
- Receipt of Comments – January 2023
- Final P,S, & E for Bidding – February 2023
- Construction Request for Bids Advertised – March 2023

- Local Bid Opening – April 2023
- Anticipated Construction Start – May 2023
- Construction Completion – 40 *working days* following Construction Start.

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

#### **4.0 Items not included in Agreement/Supplemental Services**

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

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

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

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

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

#### **5.0 Services by Others**

COMPANY has included a budgetary amount for six (6) pavement cores and analysis for CCDD (see Section 2.2). Also, COMPANY has included a budgetary amount within this scope of services for Material Testing of Hot Mix Asphalt (HMA) and Portland Cement Concrete (PCC). A qualified *materials testing sub-consultant* will be available to provide material testing services for this project as a sub-consultant to COMPANY. Quality Assurance testing for asphalt and concrete may be completed at the discretion of COMPANY and CLIENT generally following IDOT QC/QA criteria.

## **6.0 Client Responsibilities**

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

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

## **7.0 Professional Services Fee**

### **7.1 Fees**

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

### **7.2 Invoices**

Invoices for COMPANY's services will be submitted, on a monthly basis. Invoices will be due and payable upon receipt in accordance with the Illinois Prompt Payment Act 50ILCS 505. If any invoice is not paid within these timelines, COMPANY may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT, suspend or terminate the performance of services.

### **7.3 Extra Work**

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

### **7.4 Exclusion**

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

## 7.5 Payment

The CLIENT AGREES to pay COMPANY on the following basis:

Time and material basis with a Not to Exceed fee of **\$88,211.00**.

ITEM	MAN-HOURS	LABOR COST	DIRECT COST (1)	SUB CONSULTING
<b>2.1 Topographic Survey – N/A</b>				
<b>2.2 Roadway Design and Contract Plan Preparation</b>				
Roadway Design & Contract Plan Preparation	160	\$ 19,650.00		
Meetings, Coordination, Administrative & QC/QA	12	\$ 2,250.00	\$ 100.00	
Geotechnical Engineering: Sub-Consultant budgetary #)				\$6,785.00
<b>2.3 Construction Observation</b>				
Field Observation & Admin, Pre-Con. Mtg. (2)	362	\$ 55,260.00	\$ 1,756.00	
Material Testing: Sub-Consultant budgetary #)	n/a			\$ 2,500.00
<b>Subtotals:</b>	<b>534</b>	<b>\$ 77,160.00</b>	<b>\$ 1,766.00</b>	<b>\$ 9,285.00</b>
<b>Contract Total:</b>			<b>\$ 88,211.00</b>	

**(1) Direct Costs** - Includes Postage, Mileage for meetings/Field Visits, & Plotting Costs. Details are available upon request.

**(2) Construction Observation Services** are based on estimated 40 Field Observation Days (contractor working days in reasonable succession) for construction & includes one (1) pre-construction meeting, documentation and coordination efforts per Scope of Services.

## 8.0 Terms and Conditions

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

### 8.1 Standard of Care

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

### 8.2 Entire Agreement

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

8.3 Time Limit and Commencement of Services

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

8.4 Suspension of Services

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

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

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

8.5 Books and Accounts

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

8.6 Insurance

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

8.7 Termination or Abandonment

Either party has the option to terminate this AGREEMENT. In the event of failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, then the obligation to provide further services under this AGREEMENT may be terminated upon seven (7) days' written notice. If any portion of the services is terminated or abandoned by CLIENT, the provisions of this Schedule of Fees and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the services not terminated or abandoned. If said termination occurs prior to completion of any phase of the project, the fee for services performed during such phase shall be based on COMPANY's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse COMPANY for termination costs.

8.8 Waiver

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

8.9 Severability

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

8.10 Successors and Assigns

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

8.11 Third-Party Beneficiaries

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

8.12 Governing Law and Jurisdiction

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

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

8.13 Dispute Resolution

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

8.14 Attorney's Fees

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

8.15 Ownership of Instruments of Service

All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents including all documents on electronic media prepared by COMPANY as instruments of service shall remain the property of COMPANY. COMPANY shall retain these records for a period of five (5) years following completion/submission of the records, during which period they will be made available to the CLIENT at all reasonable times.

8.16 Reuse of Documents

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

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

8.17 Failure to Abide by Design Documents or To Obtain Guidance

The CLIENT agrees that it would be unfair to hold COMPANY liable for problems that might occur should COMPANY'S plans, specifications or design intents not be followed, or for problems resulting from others' failure to obtain and/or follow COMPANY'S guidance with respect to any errors, omissions, inconsistencies, ambiguities or conflicts which are detected or alleged to exist in or as a consequence of implementing COMPANY'S plans, specifications or other instruments of service. Accordingly, the CLIENT waives any claim against COMPANY, and agrees to defend, indemnify and hold COMPANY harmless from any claim for injury



or losses that results from failure to follow COMPANY'S plans, specifications or design intent, or for failure to obtain and/or follow COMPANY'S guidance with respect to any alleged errors, omissions, inconsistencies, ambiguities or conflicts contained within or arising as a result of implementing COMPANY'S plans, specifications or other instruments of service. The CLIENT also agrees to compensate COMPANY for any time spent and expenses incurred remedying CLIENT's failures according to COMPANY'S prevailing fee schedule and expense reimbursement policy.

**8.18 Opinion of Probable Construction Cost**

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

**8.19 Design Information in Electronic Form**

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

The CLIENT recognizes that designs, plans, and data stored on electronic media including, but not limited to computer disk, magnetic tape, or files transferred via email, may be subject to undetectable alteration and/or uncontrollable deterioration. The CLIENT, therefore, agrees that COMPANY shall not be liable for the completeness or accuracy of any materials provided on electronic media after a 30-day inspection period, during which time COMPANY shall correct any errors detected by the CLIENT to complete the design in accordance with the intent of the contract and specifications. After 40 days, at the request of the CLIENT, COMPANY shall submit a final set of sealed drawings, and any additional services to be performed by COMPANY relative to the submitted electronic materials shall be subject to separate agreement. The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the COMPANY and electronic files, the signed or sealed hard-copy construction documents shall govern.

**8.20 Information Provided by Others**

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

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

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

8.21 Force Majeure

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

8.22 Job Site Visits and Safety

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

8.23 Hazardous Materials

CLIENT hereby understands and agrees that COMPANY has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at CLIENT's premises, or in connection with or related to this project with respect to which COMPANY has been retained to provide professional services. The compensation to be paid COMPANY for said professional services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold COMPANY, its officers, directors, employees, and consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, or consequential, including, but not limited to, attorney fees and Court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkalis, toxic chemicals, liquids gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

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

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

8.24 Certificate of Merit

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

8.25 Limitation of Liability

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

8.30 Construction Observation

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

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

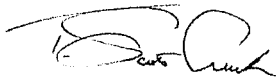
8.37 Municipal Advisor

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

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

Sincerely,

HR GREEN, INC.



T. Scott Creech, P.E.

Approved by: Timothy J. Hartnett

Printed/Typed Name: Timothy J. Hartnett  
Vice President/Practice Leader of  
Title: Governmental Services - Midwest Date: 10/12/2022

Village of Hinsdale

Accepted by: \_\_\_\_\_

Printed/Typed Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_



**HR GREEN**  
Billing Rate Schedule  
Effective January 1, 2022

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<b>Professional Services</b>	<b>Billing Rate Range</b>
Principal	\$215- \$310
Senior Professional	\$195- \$300
Professional	\$125- \$200
Junior Professional	\$85- \$145
Senior Technician	\$120- \$160
Technician	\$75- \$130
Senior Field Personnel	\$140- \$205
Field Personnel	\$90- \$170
Junior Field Personnel	\$75- \$100
Administrative Coordinator	\$70- \$115
Administrative	\$65- \$100
Corporate Admin	\$80- \$150
Operators/Interns	\$50- \$120

**Reimbursable Expenses**

1. Auto mileage will be charged per the standard mileage reimbursement rate established by the Internal Revenue Service. Survey and construction vehicle mileage will be charged on the basis of \$0.85 per mile or \$65.00 per day.

## VILLAGE OF HINSDALE PROPOSAL FORM

## IN SUBMITTING THIS PROPOSAL, THE CONSULTANT CERTIFIES THAT:

1. The cost of services in this proposal has been arrived at independently, without consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other consultant or with any competitor;
2. this proposal has not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; and,
3. has not directly or indirectly induced or solicited any other bidder to submit a false or sham proposal; has not solicited or inducted any person, firm or corporation to provide a proposal or refrain from providing a proposal; and has not sought by collusion to obtain for itself any advantage over any other bidder or over the Village.

Signed and sworn this 15<sup>th</sup> day of August, 2022.

By: [Signature]  
(Signature)

By: T. Scott Creek  
(Printed Name)

d/b/a HR GREEN, INC.

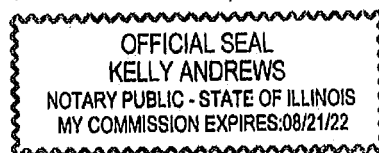
Business Address: 323 ALAKA DR., New Lenox, IL 60451

Business Phone: 815-320-7119

E-Mail Address: screech@hrgreen.com

Subscribed and sworn before me  
this 15<sup>th</sup> day of August, 2022

Notary Public:



Kelly Andrews



Public Services & Engineering

**AGENDA SECTION:** Consent Agenda – EPS  
**SUBJECT:** IDOT Traffic Signal Maintenance-Intergovernmental Agreement  
**MEETING DATE:** November 15, 2022  
**FROM:** George Peluso, Director of Public Services

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**Recommended Motion**

Approve an Intergovernmental Agreement (IGA) with the Illinois Department of Transportation (IDOT) to maintain State Traffic Signals located within the Village of Hinsdale.

**Background**

For area municipalities, IDOT maintains traffic signals on roadways under its jurisdiction. Municipalities typically contribute cost participation at IDOT intersections located within their borders per IDOT policy. Every several years, IDOT and municipalities enter into an updated IGA to stipulate the jurisdiction, maintenance, and cost participation for both parties.

**Discussion & Recommendation**

IDOT has authored an updated traffic signal IGA for local agencies, and it will govern maintenance and cost participation through June 2031. This document is a routine update to an existing agreement between IDOT and local agencies. The Village will typically contribute to maintenance costs based on the number of approaches per IDOT intersection, and the Village will be eligible to receive eligible energy costs reimbursed from IDOT. Village staff recommends approving the IGA with IDOT to maintain State Traffic Signals located within the Village.

**Budget Impact**

Annual operational budgets will be reviewed annually to account for varied costs with this continued traffic signal maintenance cost participation through 2031. IDOT typically bids their entire signal maintenance contract every 2 to 3 years. For 2023, the Village has budgeted \$10,500 for five traffic signals within Public Services Roadway Maintenance (Budget Fund 4200).

**Village Board and/or Committee Action**

At the Board of Trustees meeting on November 3, 2022, the Board approved the item to be moved to the Consent Agenda.

**Documents Attached**

1. IDOT Traffic Signals IGA

## INTERGOVERNMENTAL AGREEMENT

This Interagency Agreement is entered into between the Village of Hinsdale ("GOVERNMENTAL BODY") and the Department of Transportation ("DEPARTMENT") pursuant to the "Intergovernmental Cooperation Act" (5 ILCS 220) and in accordance with The DEPARTMENT's rules at 92 Ill. Adm. Code 544.

1. Governmental Body and the DEPARTMENT have a mutual interest in and the maintenance and apportionment of energy costs for traffic control devices located on State highways within or near the Governmental Body as shown on the attached Exhibit A, which is hereby made a part of this agreement.
2. In furtherance of said interests of, the entities agree:
  - a. **Cost.** The DEPARTMENT and the GOVERNMENTAL BODY agree to the maintenance responsibility and to the division of energy costs, for the traffic signals and other traffic control devices listed on the attached Exhibit A.
  - b. **Maintenance.** Modernization of traffic control devices is not covered under this agreement. It is agreed that the actual maintenance will be performed by the DEPARTMENT indicated on Exhibit A, either with its own forces or through contractual agreements
  - c. **Maintenance Level.** It is agreed that the signals and devices shall be maintained to at least the level of maintenance specified in the attached Exhibit B, which is hereby made a part of this agreement. It is understood this will meet the minimum requirements of the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways. Additional provisions regarding maintenance may be incorporated in this document (Exhibit B) upon agreement by both parties.
  - d. **Interconnect & Timing.** The DEPARTMENT agrees to maintain all signal equipment and interconnects associated with interconnected signal systems or Advanced Traffic Management System and interconnects with at-grade railroad crossings, at DEPARTMENT maintained locations. The DEPARTMENT shall determine the signal timing to coordinate and regulate the flow of traffic. No signal timing shall be changed at any state system intersection without prior DEPARTMENT approval. The GOVERNMENTAL BODY shall submit to the DEPARTMENT any changes proposed in signal timings.
  - e. **Interconnections: Installation & Damage.** The DEPARTMENT is not responsible for the cost of installing or maintaining traffic signals not on (but interconnected to traffic signals on) U.S. or State routes. Any damage done to State traffic signals in the attempt to connect local traffic signals shall be repaired to the DEPARTMENT's satisfaction and shall be the responsibility of the GOVERNMENTAL BODY.
  - f. **Master Monitoring Costs.** Master controllers installed on State intersections for the coordination of traffic signals are primarily used for the traffic signals located on U.S. or



State routes. The GOVERNMENTAL BODY may connect traffic signals to a State-owned master controller or Advanced Traffic Management System for the coordination or operation of non-State-owned traffic signals, for the purpose of synchronizing time or gaining remote access. If the GOVERNMENTAL BODY desires a communications link to their office for monitoring purposes, the GOVERNMENTAL BODY shall pay the entire cost of installing and maintaining such monitoring system.

- g. **Payment for Energy Costs.** The DEPARTMENT will reimburse the GOVERNMENTAL BODY for the DEPARTMENT'S proportionate share of the energy charges.
- h. **Indemnification.** Unless prohibited by State law, the GOVERNMENTAL BODY agrees to hold harmless and indemnify the DEPARTMENT, and its officials, employees, and agents, from any and all losses, expenses, damages (including loss of use), suits, demands and claims, and shall defend any suit or action, whether at law or in equity, based on an alleged injury or damage of any type arising from the actions or inactions of the GOVERNMENTAL BODY and/or the GOVERNMENTAL BODY's employees, officials, agents, contractors and subcontractors, and shall pay all damages, judgments, costs, expenses, and fees, including attorney's fees, incurred by the DEPARTMENT and its officials, employees and agents in connection therewith.

GOVERNMENTAL BODY shall defend, indemnify and hold the DEPARTMENT harmless against a third-party action, suit or proceeding ("Claim") against the DEPARTMENT to the extent such Claim is based upon an allegation that a Product, as of its delivery date under this Agreement, infringes a valid United States patent or copyright or misappropriates a third party's trade secret.

- i. **Emergency Vehicle Preemption Devices.** The costs of installation, timing, phasing, and maintenance of emergency vehicle preemption systems shall be the sole responsibility of the GOVERNMENTAL BODY. Any Governmental Body must notify the DEPARTMENT of any change in the emergency vehicle preemption system. However, the DEPARTMENT reserves the right to approve or reject, at any time, the placement of such systems on its traffic signal equipment.
- j. **Previous Agreements.** All traffic signal and traffic control device maintenance and electrical energy provisions contained in presently existing agreements or understandings between the DEPARTMENT and the GOVERNMENTAL BODY for traffic signals and/or other traffic control devices covered by this Master Agreement shall upon execution of this Master Agreement by the DEPARTMENT be superseded and be of no force or effect.

All parking ordinances and provisions bearing on items other than traffic signal and traffic control device maintenance and energy charges contained in presently existing agreements or letters of understanding between the DEPARTMENT and the GOVERNMENTAL BODY shall remain in full force and effect.

- k. **Modification.** Exhibit A can be modified to add or delete signals or devices, but only by written revision signed by the Regional Engineer, the Engineer of Operations and the authorized representative for the GOVERNMENTAL BODY. The modification shall be effective when fully executed and filed with the Department and the Clerk or Secretary of the GOVERNMENTAL BODY. This provision applies only to modification of Exhibit A.
- l. **Plan Review.** All traffic signal plans prepared by others for installation on State highways within municipal corporate limits, which are to be added to this agreement, must be reviewed and approved by the DEPARTMENT and the GOVERNMENTAL BODY.
- m. **Cost Sharing.** As indicated in Exhibit A, the cost of energy and maintenance of traffic signals, and/or other traffic control devices generally are shared in proportion to the number of approaches maintained by each unit of government, however, other DEPARTMENT policies and practices require cost sharing of energy and maintenance to be based on other criteria besides the number of approaches maintained. The maintenance costs of the interconnect system and related equipment as well as engineering costs for any approved coordination and timing studies shall be shared within the interconnect system, unless otherwise agreed to in a permit or by other agreement.
- n. **Jurisdictionally Transferred.** The GOVERNMENTAL BODY will be responsible for the maintenance costs of all traffic signal and/or other traffic control devices related to a roadway or roadways that has or have been jurisdictionally transferred by the DEPARTMENT to the GOVERNMENTAL BODY in a prior agreement(s).
- o. **Billing.** Bills shall be submitted by the DEPARTMENT on a three (3) month basis. The amount billed shall be the costs incurred less any proceeds from third party damage claims received during the billing period for repair of signals or devices that are the responsibility of the GOVERNMENTAL BODY.
  - i. Any proposed single expenditure in excess of \$10,000 for repair or damage to an installation must be approved by the GOVERNMENTAL BODY before the expenditure is made.
  - ii. The hours, or parts thereof, billed for each maintenance item will be at the actual time directly related to the work task.
  - iii. THE DEPARTMENT costs are composed of labor, equipment, materials and the quantity of each. The cost for labor will be determined by the actual hourly rate for the employee plus a multiplier to include direct and indirect labor related costs, retirement, social security, health, hospitalization and life insurance, holidays, vacation, sick leave and workers compensation. Equipment costs will be as listed in the Schedule of Average Annual Equipment Ownership Expense. Materials will be at cost.



EXHIBIT A

Following is the list of signalized intersections and locations with traffic control devices along State highways located within or near the Village of Hinsdale of DuPage County that are subject to the provisions of the attached Master Agreement to which this list is an exhibit.

		% OF MAINTENANCE RESPONSIBILITY			% OF ENERGY CHARGES RESPONSIBILITY			As of 5/26/21 AGENCY PERFORMING MAINT.
LOCATION	TS#	STATE	LOCAL	OTHER	STATE	LOCAL	OTHER	
55th St at County Line Rd	(C)TS3840	75	25		75	25		STATE
US 34 at IL 83 (East Ramps)	(D)TS6115	100			100			STATE
US 34 at Madison St	(D)TS6130	50	50		50	50		STATE
US 34 at Salt Creek/Oak St	(D)TS6116	50	50			100	Per Permit	STATE
US 34 at York Rd	(D)TS6118	50	50		50	50		STATE



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 15, 2022

**FROM:** George Peluso, Director of Public Services

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**Recommended Motion**

Approve State of Illinois joint bid purchase of bulk winter deicing salt to Cargill, Inc. in the amount of \$53,207.

**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 1400 tons of salt (700 tons per contract). Both contracts require that the Village purchase a minimum of 80% of its allotment, which is 1120 tons (560 tons per contract). There is also a provision in both contracts that allows the Village to purchase more than 100% of the allotment in the event that winter conditions require additional salting. DuPage County allows for the purchase of up to 130% of the allotment, while the State contract allows for 120%.

**Discussion & Recommendation**

Recently, the Village was notified of its bid award from the State of Illinois. The lowest bid came from Cargill, Inc. in the amount of \$76.01 per ton, for a total of \$53,207.

Provided below is a summary of the bid results:

Vendor	Cost (80%)	Cost (100%)
Total (Cargill, Inc.)	\$42,565	\$53,207

**Budget Impact**

Staff is recommending that the Village Board approve the State of Illinois bid contract to Cargill, Inc. in the amount of \$53,207.

To date, the Village has spent \$82,142 of the \$99,470 that was included in the 2022 Budget for winter deicing salt. Public Services will spend the balance of the 2022 Budget on salt purchases this year and budget funds for the remainder of the two salt contracts in the CY 2023 Budget.

The Public Services Department will monitor salt usage to keep costs as close to the original budgeted amount without altering operations.

**Village Board and/or Committee Action**

This item is included on the Consent Agenda as a routine item, as it meets the criteria specified in the meeting policy; purchases that are in the approved budget, within budget and under \$100,000.

**Documents Attached**

1. State of Illinois – Cargill, Inc. – Bid Tabulation

UnitName	Address Delivery	City	State	Zip	County	FY23 Bid Ton	FY23 Bid Price/Ton	FY23 Ton %	FY23 Vendor
Flossmoor, Village of	1700 Central Park Avenue	Flossmoor	IL	60422	Cook	500	\$71.75	80%	Cargill
Forest Park, Village of	7343 W 15th St.	Forest Park	IL	60130	Cook	1800	\$71.21	80%	Cargill
Fox Township Road Dist.	8495 Fox River Dr.	Millbrook	IL	60536	Kendall	150	\$85.29	80%	Cargill
Frankfort, Village of	100 Sangmeister Road	Frankfort	IL	60423	Will	2500	\$76.74	80%	Cargill
Freeburg Township Road Dist.	718 Hill Mine Road	Freeburg	IL	62243	St. Clair	300	\$80.80	80%	Cargill
Freedom Township	19987 Townhall Rd.	Lanark	IL	61046	Carroll	100	\$96.27	80%	Cargill
Fulton, City of	1604 16th Avenue	Fulton	IL	61252	Whiteside	700	\$89.03	80%	Cargill
Gardner, Village of	302 N. Center	Gardner	IL	60424	Grundy	100	\$86.66	100%	Cargill
Geneva, City of	1800 South St.	Geneva	IL	60134	Kane	2000	\$83.46	80%	Cargill
Grafton Township Road Dist.	10109 Vine St.	Huntley	IL	60142	McHenry	600	\$81.72	80%	Cargill
Grant Park, Village Of	619 S. Maple St.	Grant Park	IL	60940	Kankakee	90	\$78.18	100%	Cargill
Greene County Hwy. Dept.	377 E. State Route 108	Carrollton	IL	62016	Greene	325	\$87.77	100%	Cargill
Greenville, City of	1307 S. 4th St.	Greenville	IL	62246	Bond	600	\$90.50	100%	Cargill
Groveland Township Road District	Corner of Waain St.	Groveland	IL	61535	Tazewell	350	\$81.33	100%	Cargill
Grundy County Hwy Dept.	245 N. Illinois Rt.47	Morris	IL	60450	Grundy	2500	\$84.84	80%	Cargill
Guilford Township	1973 W. Rawlins	Elizabeth	IL	61028	Jo Daviess	300	\$96.61	80%	Cargill
Hampton, Village of	903 4th St.	Hampton	IL	61256	Rock Island	180	\$93.29	80%	Cargill
Hanover, Village of	203 Fillmore St.	Hanover	IL	61041	Jo Daviess	50	\$95.45	100%	Cargill
Harlem Township	2760 N. Harlem Center Road	Freeport	IL	61032	Stephenson	150	\$92.93	80%	Cargill
Harvey, City of	110 W. 159-th St.	Harvey	IL	60426	Cook	1400	\$76.20	100%	Cargill
Hazel Crest, Village of	2751 West 170th Place	Hazel Crest	IL	60429	Cook	22	\$78.47	80%	Cargill
Hickory Hills, City of	7700 W. 98th Street	Hickory Hills	IL	60457	Cook	600	\$70.38	100%	Cargill
<b>Hinsdale, Village of</b>	<b>225 Symonds Dr</b>	<b>Hinsdale</b>	<b>IL</b>	<b>60521</b>	<b>DuPage</b>	<b>700</b>	<b>\$76.01</b>	<b>80%</b>	<b>Cargill</b>
Hometown, City of	4331 Southwest Highway	Hometown	IL	60456	Cook	500	\$74.74	100%	Cargill
Homewood, Village of	17755 S. Ashland Avenue	Homewood	IL	60430	Cook	1200	\$71.01	80%	Cargill
Indian Head Park, Village of	11308 W. 70th Place	Indian Head Park	IL	60525	Cook	350	\$75.82	100%	Cargill
Jersey County Hwy. Dept.	722 State Hwy 16	Jerseyville	IL	62052	Jersey	750	\$82.89	80%	Cargill
Jerseyville, City of	311 West Fairgrounds Avenue	Jerseyville	IL	62052	Jersey	500	\$83.99	80%	Cargill
Jo Daviess County Hwy. Dept.	#1 Commercial Drive - Suite 3	Hanover	IL	61041	Jo Daviess	1650	\$97.99	100%	Cargill
Joliet, City of - Cass Street Facility	818 East Cass Street	Joliet	IL	60432	Will	3400	\$78.50	80%	Cargill
Joliet, City of -Arbeiter Road Facility	2001 Arbeiter Road	Joliet	IL	60432	Will	2300	\$81.16	80%	Cargill
Justice, Village of	8750 Industrial Dr.	Justice	IL	60458	Cook	1200	\$70.76	100%	Cargill
Kane Township	615 SE 175 Ave.	Kane	IL	62054	Greene	25	\$87.25	100%	Cargill
Kankakee Community College	100 College Drive	Kankakee	IL	60901	Kankakee	75	\$89.32	80%	Cargill
Kankakee County Hwy. Dept.	1185 S East Avenue	Kankakee	IL	60901	Kankakee	3000	\$82.36	80%	Cargill
Kankakee, City of	401 W. Oak St.	Kankakee	IL	60901	Kankakee	2000	\$83.98	80%	Cargill
Kendall County Hwy. Dpt.	6780 Route 47	Yorkville	IL	60560	Kendall	4000	\$77.87	80%	Cargill
Kendall Township	9925B State Route 47	Yorkville	IL	60560	Kendall	750	\$81.67	80%	Cargill
La Grange Park, Village of	937 Barnsdale Road	LaGrange Park	IL	60526	Cook	700	\$75.67	80%	Cargill
La Grange, Village of	720 E. Cossitt Avenue	La Grange	IL	60525	Cook	1650	\$73.34	80%	Cargill
Lanark, City of	121 N. Boyd St.	Lanark	IL	61046	Carroll	350	\$95.30	80%	Cargill
Lansing, Village of	3141 Ridge Road	Lansing	IL	60438	Cook	3000	\$74.95	80%	Cargill
Lemont, Village of	16680 New Ave.	Lemont	IL	60439	Cook	2600	\$73.65	100%	Cargill
Lena, Village of	224 E. Townline Road	Lena	IL	61048	Stephenson	325	\$98.21	80%	Cargill
Limestone Township Road Dist.	4691 W. State Rt. 17	Kankakee	IL	60901	Kankakee	200	\$88.01	80%	Cargill
Limestone, Village Of	5404 W. State Route 17	Limestone	IL	60901	Kankakee	125	\$86.57	100%	Cargill
Little Rock Township Road District	202 West John St.	Plano	IL	60545	Kendall	400	\$78.57	80%	Cargill
Lockport Township Highway Dept.	111 South Ave.	Lockport	IL	60441	Will	1200	\$78.06	80%	Cargill

Parks & Recreation

**AGENDA SECTION:** Second Reading – ACA  
**SUBJECT:** Blanket Purchase Order  
**MEETING DATE:** November 15, 2022  
**FROM:** Michael Hayes, Parks and Recreation Superintendent; CPRP, CPO

---

**Recommended Motion**

Approve the issuance of a blanket purchase order in the amount of \$23,700 to Andrzej Jedrol for KLM cleaning and set-up services.

**Background**

Andrzej Jedrol is an independent cleaning contractor for the Village of Hinsdale Parks and Recreation Department. This vendor provides cleaning and set-up/break-down services for events at KLM.

**Discussion & Recommendation**

The Village is 11 months into hosting events at KLM with our contracted cleaning service. Expenses are projected to surpass budget expectations with a significant increase in 2022 engagements. In 2021, KLM had a total of 98 bookings and in 2022 KLM currently has 114 bookings. The cleaning arrangement at KLM is unique, as the vendor can come several times a day if there are multiple events. Due to the need for flexibility, the services are not included in the Village's main cleaning service contract.

**Budget Impact**

The expense for Andrzej Jedrol comes out of account 6400-7241. The amount budgeted for this line item is currently \$19,750 and projected to go over budget by 2% specifically due to the increased events.

Due to future additional expense, staff recommends approval of a blanket purchase order for Andrzej Jedrol not to exceed \$23,700. This expense is offset by rental fees.

**Village Board and/or Committee Action**

This item appears as a second reading without benefit of a first reading due to time sensitivity.

**Documents**

1. Agreement

Andrzej Jedrol

Trustworthy Cleaning

12534 W. Hampshire Ln.  
Homer Glen, IL 60491

## QUOTE

---

Katherine Legge Memorial Lodge

5901 S. County Line Rd.

Hinsdale, IL 60521

Description	Amount
<b>General Housekeeping – 1<sup>st</sup>/2<sup>nd</sup> Floor</b> <ul style="list-style-type: none"><li>Table/chair configuration, bathroom/floor cleaning, rearranging furniture, etc.</li><li><b>Amount for an estimated 130 cleanings annually: \$17,550</b></li></ul>	<b>\$135.00</b>
<b>Outside cleaning (if needed)</b> <ul style="list-style-type: none"><li>Sweeping all around building</li><li><b>Amount for an estimated 30 outside cleanings annually: \$450</b></li></ul>	<b>\$15.00</b>
<b>Deep Cleaning (if needed)</b> <ul style="list-style-type: none"><li>Can also include buffering floors</li><li><b>Estimated 4 times per year at 4 hours per time: \$400</b></li></ul>	<b>\$25/hr.</b>



Parks & Recreation

**AGENDA SECTION:** Second Reading – ACA  
**SUBJECT:** Blanket Purchase Order  
**MEETING DATE:** November 15, 2022  
**FROM:** Michael Hayes, Parks and Recreation Superintendent; CPRP, CPO

---

**Recommended Motion**

Approve the issuance of a blanket purchase order in the amount of \$47,000 to East Ave Lacrosse for recreation programming services.

**Background**

East Ave Lacrosse has been an independent contractor for the Village of Hinsdale Parks and Recreation Department since 2022. They provide recreation level lacrosse-based programming for children in K-7<sup>th</sup> Grade.

**Discussion & Recommendation**

The Village is 11 months into programming with East Ave Lacrosse. Program participation has surpassed budgeted expectations with a significant increase in enrollment of 100%.

Billing for East Ave Lacrosse is a 65%/35% split, with the Village receiving 35% of all revenue, and not responsible for any expenses besides payment of revenue to the vendor. Upon completion of the first-year partnership, East Ave Lacrosse is offering the Village a \$7,500 grant for field needs.

Due to future additional expenses, staff recommends approval of a blanket purchase order for East Ave Lacrosse not to exceed \$47,000.

**Budget Impact**

Expenses related to athletic programs are over budget by 37% specifically due to the growth of lacrosse. However, our revenues for the athletic programs are also over budget by 73%.

**Village Board and/or Committee Action**

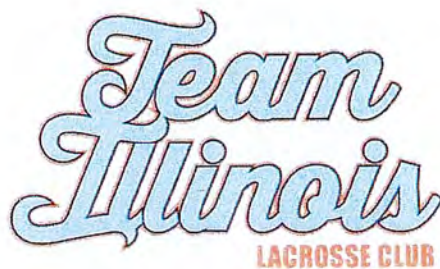
This item appears as a second reading without benefit of a first reading due to time sensitivity.

**Documents Attached**

1. Vendor contract

## Lacrosse Illinois NFP

### Hinsdale Lacrosse Programming Proposal



#### Primary Contact:

Daniel Applebaum

Director of Youth Lacrosse

Lacrosse Illinois NFP, a 501(c)(3) charitable organization

510 Robinwood Lane

Wheaton, IL 60189

(708) 217-0697

November 2, 2021



Lacrosse Illinois NFP  
A 501(c)(3) charitable organization  
510 Robinwood Lane  
Wheaton, IL 60189

November 2, 2021

Village of Hinsdale  
19 East Chicago Ave  
Hinsdale, IL 60521

The Community House  
415 West Eighth St.  
Hinsdale, IL 60521

The Village of Hinsdale and The Community House:

Thank you for the opportunity to submit this proposal to expand upon the lacrosse programs that we are currently offering the Village and Community House of Hinsdale (Village and Community House) through our member club, East Ave Lacrosse. It has been energizing to help promote the rapid growth of the game in Hinsdale over the past several months and we look forward to significantly increasing our investments of care, expertise, and funding in the Hinsdale community so that it can have the community-based lacrosse program that it deserves.

By way of background, Lacrosse Illinois NFP, a 501(c)(3) non-profit organization doing business as "Team Illinois Lacrosse" (Team Illinois), is comprised of several member clubs, including East Ave Lacrosse, Second City Lacrosse, Shamrocks Lacrosse, Steelhead Lacrosse, and Yeti Lacrosse. Each member club donates time, funding, and expertise to Team Illinois so that it can participate in national competition, support other charities such as Outreach with Lacrosse and Schools (OWLS) and the Chicago Food Depository, host high-level recruiting showcases and tournaments, and, most importantly, build lacrosse communities. Currently, Team Illinois member clubs are operating community lacrosse organizations in Antioch, Barrington, Crystal Lake, Deerfield, Downers Grove, Evanston, Glenview, Grant, Hampshire, Hinsdale, Naperville, Oak Park, Orland Park, River Forest, St. Charles, Vernon Hills, and Wheaton.

**We are all-in on Hinsdale lacrosse.** In addition to assigning the Team Illinois Director of Youth Lacrosse, Dan Applebaum, to Hinsdale, we have already invested in a full-time, salaried lacrosse director, Peter Trunk, whose primary task is to grow the game of lacrosse in Hinsdale. To accomplish this goal, Peter will engage in a variety of proven community building activities such as in-school gym class takeovers at every Hinsdale elementary school and middle school, free clinics, and outreach and cooperation with other Hinsdale youth sports organizations. Through the clinics run by East Ave this past fall, Coach Trunk, an incredible role model and a former NCAA Division 1 player at Rutgers University and Assistant Coach at Illinois Wesleyan University, has ignited a passion for the sport with over 50 Hinsdale youth, many of which are excited to continue with our winter training in preparation for the spring season – positive momentum that we're excited to build upon.

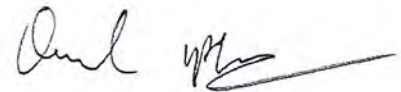


**We are all-in on Hinsdale.** In addition to funding a salaried lacrosse director assigned specifically to building a community program in Hinsdale, we are excited to offer a very competitive revenue split of thirty-five percent (35%) to the Village and Community House and sixty-five percent (65%) to Team Illinois, which will be responsible for all equipment costs, including but not limited to ball, nets, rental gear, etc. Moreover, we would be honored to provide a grant of \$12,500 toward capital improvements and project partnership at the conclusion of a successful first year of lacrosse programming, with the intent of increasing that amount for mutually beneficial projects as the program continues to grow.

**We are changing the game.** The Team Illinois / East Ave community outreach program is a paradigm shift in youth sports. Rather than participating in community programs to feed our travel teams, we use the proceeds from our nationally-ranked travel teams and showcase events to fund our community building efforts. That's the secret to this proposal – we are able and willing to break even on continuing to build a Hinsdale lacrosse community because we are in this business foremost to be positive role models and to create incredible experiences for the student-athletes in the communities that we serve.

Thank you again for considering our proposal. I look forward to answering any questions you may have at (708) 217-0697 or [Dan@EastAveLacrosse.com](mailto:Dan@EastAveLacrosse.com).

Sincerely,

A handwritten signature in black ink, appearing to read 'Dan Applebaum', with a long horizontal flourish extending to the right.

Daniel Applebaum

Director of Youth Lacrosse  
Lacrosse Illinois, NFP

Director of Youth Lacrosse  
East Ave Lacrosse





Lacrosse Illinois NFP  
A 501(c)(3) charitable organization  
510 Robinwood Lane  
Wheaton, IL 60189

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**Program Proposal** – Lacrosse Illinois NFP, a 501(c)(3) non-profit organization doing business as “Team Illinois Lacrosse” (Team Illinois), with its member club, East Ave Lacrosse (East Ave) (collectively, Team Illinois / East Ave), hereby submit this proposal to continue and expand upon the lacrosse programming it is currently providing the Village and Community House of Hinsdale (Village and Community House).

The below addresses each requirement of the Village and Community House’s request for proposal (RFP) by section. For an executive summary, please see our attached cover letter.

**6.2 Services** – As an initial matter, Team Illinois / East Ave are willing and able to provide the Village and Community House with the highest quality lacrosse programming across all the categories listed in section 6.2 of the RFP.

As noted in the RFP, East Ave is currently offering instructional youth lacrosse clinics in the spring, summer, and fall, consistent with section 6.2.2. We propose to continue and expand upon that relationship by offering an in-house league option as we have done in other communities. We have found that programming our fall and spring options with a mix of instruction, in-house competition, and the opportunity for highly motivated players to participate in the Illinois Youth Lacrosse League (an Illinois not-for-profit entity), is the best formula for ensuring that the needs of the entire lacrosse community, from beginners to advanced players, are met. Robust training as outlined in section 6.2.5. is a hallmark of all of our programs.

Regarding sections 6.2.1. and 6.2.3., Team Illinois operates year-round youth and high school lacrosse leagues and would be excited to move its programs to Hinsdale, providing extra rental revenue for the Village and the Community house. We are also well-positioned to add adult lacrosse leagues as we have the largest network of actively playing coaches in the state.

Finally, regarding section 6.2.4, we are particularly interested in operating lacrosse tournaments in Hinsdale and have detailed our experience with lacrosse tournaments below in section 7.3. We would be honored to move the Illinois Youth Lacrosse League championship tournament to Hinsdale as early as spring 2022 and would love to explore moving our marquee events, the Team Illinois Showcase and Invitational, and the TI/OWLS Charity 7v7 to a suitable location in Hinsdale.

**6.2 Compensation** – Team Illinois proposes a revenue split of thirty-five percent (35%) to the Village and Community House and sixty-five percent (65%) to Team Illinois. Team Illinois will be responsible for all equipment costs, including but not limited to ball, nets, rental gear, etc. Team Illinois would also be willing to rent fields at the rates prescribed by the Village.

**6.3 Capital Improvements / Project Partnerships** – After the completion of the first year of programming consistent with the description in section 6.2.2., Team Illinois will provide a single donation of \$15,000 to split amongst the Village and Community House, which may use the funds as they see fit.





Lacrosse Illinois NFP  
A 501(c)(3) charitable organization  
510 Robinwood Lane  
Wheaton, IL 60189

**6.5. Safety Measures** – Team Illinois certifies that it meets all the requirements listed in section 6.5 including the background check requirement of section 6.5.3.

**6.6 Facilities Care** – Team Illinois is committed to responsible use of all Village facilities and is properly insured against damage.

**6.7. Materials** – Team Illinois will be responsible for all ball, nets, rental gear, etc. We will graciously accept the opportunity to use the Village’s goals but will not require them to purchase any more in the future.

**6.8 Scheduling** – Team Illinois agrees to the terms outlined in section 6.8.

**7.2 Qualifications & Experience of the Contractor** – The legal entity that will enter the contract is Lacrosse Illinois NFP, a 501(c)(3) non-profit organization with an address of 510 Robinwood Lane, Wheaton, IL 60189. Joe Opron, President of Lacrosse Illinois NFP, will enter into the agreement.

Lacrosse Illinois, NFP, known as Team Illinois Lacrosse, was founded in January of 2019 by its founding member clubs, East Ave Lacrosse and Yeti Lacrosse, and has since grown to include Second City Lacrosse Club, Shamrocks Lacrosse Club, and Steelhead Lacrosse Club. Each member club donates time, funding, and expertise to Team Illinois so that it can participate in national competition, support other charities such as Outreach with Lacrosse and Schools (OWLS) and the Chicago Food Depository, host high-level recruiting showcases and tournaments, and, most importantly, build lacrosse communities. Currently, Team Illinois member clubs are operating community lacrosse organizations in Antioch, Barrington, Crystal Lake, Deerfield, Downers Grove, Evanston, Glenview, Grant, Hampshire, Hinsdale, Naperville, Oak Park, Orland Park, River Forest, St. Charles, Vernon Hills, and Wheaton.

**7.3. Background Questionnaire** – We have addressed each item below:

**1. History and philosophy** – East Ave Lacrosse, the Team Illinois member club that has and will continue to provide lacrosse programming in Hinsdale under our proposed agreement was founded in August of 2015 to grow lacrosse in Oak Park and River Forest. Since the spring of 2016, East Ave has been partners with the Park District of Oak Park and the River Forest Park District in building one of the largest and most enriching lacrosse programs in the state. In spring of 2021, East Ave partnered with the Wheaton Park District where it grew enrollment and found an incredible amount of success on the field, winning 3 Illinois Youth Lacrosse League Championships. In the summer of 2021, East Ave partnered with the Village and Community House to start building the lacrosse community in Hinsdale. Over 50 Hinsdale residents currently participate in East Ave programs.

**2. Governing Body** – Team Illinois is governed by its board of directors. East Ave Executive Director, Joe Opron, is also the President of Team Illinois. East Ave Youth





Lacrosse Illinois NFP  
A 501(c)(3) charitable organization  
510 Robinwood Lane  
Wheaton, IL 60189

Director, Dan Applebaum is also the Team Illinois Youth Director. A complete list and biographies of all Team Illinois board members is available at

<https://www.teamillinoislax.com/directors>.

**3. Staff** – As mentioned above, Peter Trunk, a full-time employee, will be primarily responsible for growing the game in Hinsdale. His supervisor, Dan Applebaum, will be the Village and Community House's primary contact and will also assist Peter in program planning and coaching. Team Illinois President Joe Opron, a practicing attorney, will also aid the program on an as-needed basis. Additional coaches will be a combination of professional coaches and high school and college players paid on an hourly basis. Our hourly rates for coaches are extremely competitive, we start high school players at \$20/hour and our top professional coaches make \$50/hour.

**4. Accomplishments** – While we are proud to operate the Illinois Youth Lacrosse League, run nationally-ranked club lacrosse teams, place dozens of players at NCAA lacrosse schools each year, and run the Midwest's premier recruiting tournament and showcase, we are most proud of the communities that we serve. Team Illinois and its member clubs currently operate community-based programs in the following cities: Antioch, Barrington, Crystal Lake, Deerfield, Downers Grove, Evanston, Glenview, Grant, Hampshire, Hinsdale, Naperville, Oak Park, Orland Park, River Forest, St. Charles, Vernon Hills, and Wheaton.

**5. Experience Operating Lacrosse Tournaments** – Team Illinois and its member clubs operate numerous successful lacrosse tournament. We are particularly proud of our TI/OWLS Community Shootout, a team event for scholastic high school programs and community youth organizations. 100% of the proceeds of that event are donated to Outreach with Lacrosse and Schools (OWLS) a sports-based youth development organization that creates opportunities for underserved youth in Chicago. For more details, see <https://www.teamillinoislax.com/tiowlsshootout>.

We also are proud to run the TI Midwest Showcase and Invitational, the premier recruiting event in the Midwest, which is powered by Inside Lacrosse, the sport's leading magazine and a member of the ESPN network. Last year's event brought together teams from IL, KY, MO, MI, and WI and college coaches from schools such as Brown, Colgate, Denison, Johns Hopkins, Marquette, Ohio State, Tufts, Williams, and many more (over fifty in total). <https://www.teamillinoislax.com/tournaments>.

Though our member clubs, we also run several regional tournaments that bring together teams from Illinois and the surrounding states to compete, have fun, and honor the game.

**6. Vision of Lacrosse in Hinsdale** – We will make Hinsdale lacrosse a self-sufficient and all-inclusive community. We will strive to make our programs the best on the field and provide our players with the tools to advance to the highest levels of lacrosse, while

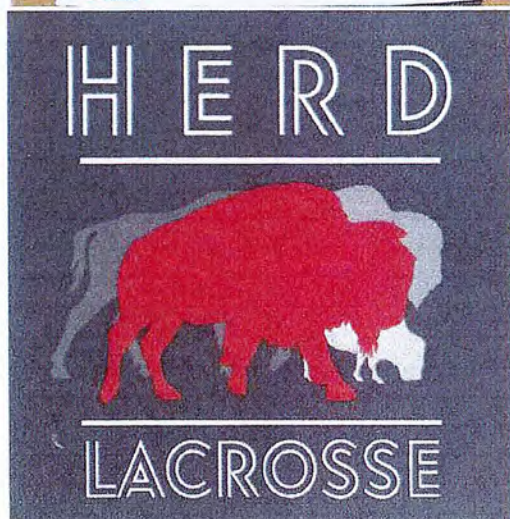
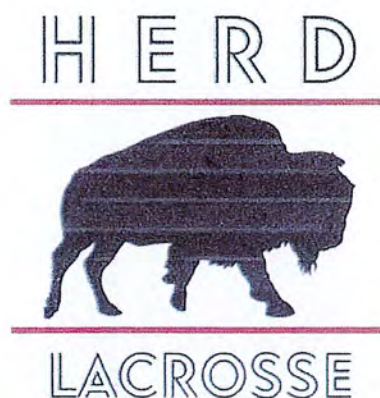




Lacrosse Illinois NFP  
A 501(c)(3) charitable organization  
510 Robinwood Lane  
Wheaton, IL 60189

simultaneously seeking out and encouraging new participants of all ages and experience. We are on that path now. We have established fun and productive lacrosse instruction and have dozens of families eager to take the field for our teams this spring. We recently completed a successful fall season with our player playing under the banner of the Hinsdale Herd, a concept designed by Hinsdale residents.

**7. Branding Plan** – We have already rolled out our branding for Hinsdale lacrosse, spearheaded by the inspiration and design work of our Hinsdale lacrosse families.



<https://www.instagram.com/hinsdaleherd/>





Lacrosse Illinois NFP  
A 501(c)(3) charitable organization  
510 Robinwood Lane  
Wheaton, IL 60189

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### **8. Parent Testimonials –**

To whom it may concern at the VOH and TCH,

I am very pleased to see the attention youth lacrosse is now getting in Hinsdale; the void has been glaring for too long and, for the first time in the decade I have lived in Hinsdale, I believe stars are aligning and we are on the precipice of establishing an enduring and healthy program. The surge in momentum is credited to Dan Applebaum and his efforts in the last year with East Avenue.

For background, I have been involved in lacrosse for over 40 years- I played 4 years of varsity at the Division 1 NCAA level, I have coached, and I now play the role as a father and an observer. Most importantly, though, I am a fan. Lacrosse has given me a lot and I want to give back. I want Hinsdale to benefit the same way I did. In my opinion, and for many different reasons, Dan is the best candidate and East Ave is the best platform for success.

I have seen firsthand how players from age 5 to age 13 enjoy Dan's personality, fun practices, and leadership. I have also seen firsthand how parents have rallied around him and offered to help. Dan, with support from East Ave, has run with it. He has put in the time, he has made the calls, he has taken the initiative to connect people and take the next steps towards success. In short, he has earned it. He is responsive and responsible and we are seeing incredible results in a very short period of time. I truly hope it keeps going.

I am conscious of writing too much, but am available and very eager to discuss my experience in more detail at your convenience; my contact info is below.

Thank you.

Jay Moody

18 East Hickory Street

Hinsdale IL

917-750-2570

[Jaymoody8@gmail.com](mailto:Jaymoody8@gmail.com)



Lacrosse Illinois NFP  
A 501(c)(3) charitable organization  
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Wheaton, IL 60189

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**7.4 Legal, Safety, Insurance, and Financial** – Team Illinois and East Ave represent that neither organization has any history of litigation associated with project performance or professional liability ever. Team Illinois is a 501(c)(3) non-for-profit entity and as such its Form 990 tax returns are publicly available. Team Illinois is happy to provide its most recent return upon request as well as any other financial information that the Village and Community House deem important to this RFP. Team Illinois represents that it will maintain general liability insurance consistent with the requirements of section 9.1 of the RFP.

**10.0 Proposal Sheet** – Please see attached.

Thank you for your consideration!

#### **Contact Information**

Daniel Applebaum  
Director of Youth Lacrosse –  
Lacrosse Illinois NFP &  
East Ave Lacrosse  
(708) 217-0697  
Dan@EastAveLacrosse.com

Joe Opron  
President  
Lacrosse Illinois NFP &  
East Ave Lacrosse  
(248) 250-2121  
info@teamillinoislax.com

## 10.0 Proposal Sheet

We, the undersigned, do hereby affirm that we have read and understand the enclosed requirements and specifications; and do submit this proposal for the items listed below:

Village of Hinsdale and The Community House Lacrosse Programming

- Proposal of Annual Utilization and Compensation Funding, including number of desired fields (attach pages if needed).

See Attached

- Annual Funding for Equipment \$ 0

Capital Improvements/Project Partnerships: Indicate (X) whether you are willing to assist with Capital Improvements and Project Partnerships (in excess of \$9,999)

- YES X

- NO \_\_\_\_\_

• If YES is selected, please use space provided to describe methods for assistance and project ideas along with funding (attach pages if needed).

Team Illinois will provide a single donation of \$15,000 to split amongst the village and community house, which may use the funds as they see fit.

Contractor (legal name): LACROSSE ILLINOIS ACFP

Name: Daniel Applebaum Title: Director

Signature: [Signature] Date: 11/2/21

Telephone Number: 708 217 0697 Fax Number: \_\_\_\_\_

Address: 510 Robinwood Ln Wheaton IL 60184

Email: Dan@eastam.lacrosse.com

Proposers should submit 3 copies of Proposal Sheet, along with all other documents requested



## 10.0 Proposal Sheet

We, the undersigned, do hereby affirm that we have read and understand the enclosed requirements and specifications; and do submit this proposal for the items listed below:

Village of Hinsdale and The Community House Lacrosse Programming

- Proposal of Annual Utilization and Compensation Funding, including number of desired fields (attach pages if needed).

Spring - Robbins Park, Burns Park, or Veeck Park for 7 hours a week. (2 days of 3.5 hours) in addition to 4 – 6 hours on select weekends to host league games

Summer - Robbins Park, Burns Park, or Veeck Park for 2 weeklong day time summer camps (3 hours per day for 4 days)

Fall - Robbins Park, Burns Park, or Veeck Park for 3.5 hours a week. (1 day of 3.5 hours or two days of 1.5 hours and 2.0 hours respectively)

- Annual Funding for Equipment \$15,000

Capital Improvements/Project Partnerships: Indicate (X) whether you are willing to assist with Capital Improvements and Project Partnerships (in excess of \$9,999)

- YES     X

- NO



- If YES is selected, please use space provided to describe methods for assistance and project ideas along with funding (attach pages if needed).

Team Illinois will provide a single donation of \$15,000 to split amongst the Village and Community House, which may use the funds as they see fit.

Contractor (legal name): Lacrosse Illinois NFP

Name: Daniel Applebaum

Title: Director

Signature:   Date: 11/2/21

Telephone Number: (708) 217 - 0697 Fax Number: N/A

Address: 510 Robinwood Ln, Wheaton IL, 60189

Email: Dan@eastavelacrosse.com

Proposers should submit 3 copies of Proposal Sheet, along with all other documents requested

# INVOICE

Date: September 28, 2022  
Invoice # HinsdalePDFall2022

Attn: Hilary Poshek  
Village of Hinsdale  
19 E. Chicago Avenue Hinsdale, IL  
630-789-7097

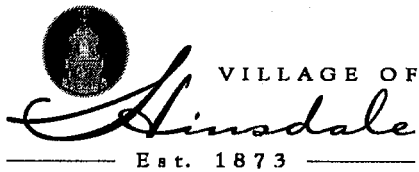
QUANTITY	DESCRIPTION	COST	LINE TOTAL
23	Pre K/K Beginner Clinic	\$91	\$2,093
20	Boys 1st - 2nd Grade	\$149.50	\$2,999
3	Boys 3rd - 4th Grade	\$149.50	\$448.50
13	Boys 5th - 6th Grade	\$178.75	\$2,323.75
9	Boys 7th - 8th Grade	\$178.75	\$1,608.75
4	Girls 1st - 2nd Grade	\$149.50	\$598
3	Girls 3rd - 4th Grade	\$149.50	\$448.50
14	Girls 5th - 6th Grade	\$178.75	\$2,502.50
3	Girls 7th - 8th Grade	\$178.75	\$536.25
		Total	\$13,549.25

Make all checks payable to East Ave Lacrosse

THANK YOU FOR YOUR BUSINESS!

Mail to:  
East Ave Lacrosse  
833 Church Rd.  
Elmhurst, IL 60126





12a

## MEMORANDUM

**DATE:** November 10, 2022  
**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 2022**

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In the month of October, the department issued 129 permits including 7 new single family homes, 23 residential alterations, 4 commercial alterations, and 4 demolition permits. The department conducted 454 inspections and revenue for the month came in at just under \$253,000.

There are approximately 60 applications in house, including 10 single-family homes and 21 commercial alterations. There are 52 permits ready to issue at this time, plan review turnaround is running approximately 2-3 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, 56 engineering inspections were performed in 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 16 vacant properties on our registry list. The department continues to pursue owners of vacant and blighted properties to either demolish them and restore the lots or come into compliance with the property maintenance code.

**COMMUNITY DEVELOPMENT MONTHLY REPORT October 2022**

<b>PERMITS</b>	<b>THIS MONTH</b>	<b>THIS MONTH LAST YEAR</b>	<b>FEEs</b>	<b>FY TO DATE</b>	<b>TOTAL LAST YEAR TO DATE</b>
New Single Family Homes	7	7			
New Multi Family Homes	0	0			
Residential Addns./Alts.	23	15			
Commercial New	0	0			
Commercial Addns./Alts.	4	7			
Miscellaneous	42	36			
Demolitions	4	4			
<b>Total Building Permits</b>	<b>80</b>	<b>69</b>	<b>\$ 218,080.00</b>	<b>\$1,181,695.00</b>	<b>\$1,034,407.00</b>
<b>Total Electrical Permits</b>	<b>26</b>	<b>27</b>	<b>\$ 12,333.00</b>	<b>\$ 83,637.00</b>	<b>\$70,209.00</b>
<b>Total Plumbing Permits</b>	<b>23</b>	<b>30</b>	<b>\$ 22,398.00</b>	<b>\$ 154,387.00</b>	<b>\$147,435.00</b>
<b>TOTALS</b>	<b>129</b>	<b>126</b>	<b>\$ 252,811.00</b>	<b>\$1,419,719.00</b>	<b>\$ 1,252,051.00</b>

<b>Citations</b>			<b>\$0</b>		
<b>Vacant Properties</b>	<b>17</b>				

<b>INSPECTIONS</b>	<b>THIS MONTH</b>	<b>THIS MONTH LAST YEAR</b>			
Bldg, Elec, HVAC	255	196			
Plumbing	52	34			
Property Maint./Site Mgmt.	91	55			
Engineering	56	72			
<b>TOTALS</b>	<b>454</b>	<b>357</b>			

**REMARKS:**

VILLAGE OF HINSDALE - October 1

2020

Name	Ticket NO.	Location	Violation	Ord Fine	Result
Muehler, Pat	12-554	125 S. Adams	Property Maintenance	250	continued

Total:

TOTAL:

250.00	0
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