
PRESIDENT
Dr. James L. Discipio

VILLAGE MANAGER
Julia A. Cedillo

VILLAGE CLERK
Meghan M. Kooi



TRUSTEES
Scott F. Mesick
Michael L. Sheehan
James P. Kucera
Robert T. Lautner
Jamie M. Zaura
Amanda G. Seidel

VILLAGE BOARD WORK SESSION MEETING

Tuesday, September 8, 2020 at 7:30 p.m.

Via Teleconference due to Covid-19

Members of the public are encouraged to attend this meeting.
join this meeting from your computer, tablet or smartphone.

<https://global.gotomeeting.com/join/275595997>

You can also dial in using your phone.

United States: [+1 \(872\) 240-3212](tel:+18722403212) / **Access Code:** 275-595-997

Public Comments may be submitted prior to and up until 4:30 p.m. on the day of the meeting via email: info@lagrangepark.org. Please put Public Comment in the subject line and reference the meeting your comment is intended for. You may also submit your comments by calling (708) 354-0225, Monday through Fridays, from 9:00 a.m. – 4:30 p.m.

AGENDA

- 1. Call Meeting to Order**
- 2. Village President Statement: This meeting is being held remotely as a meeting with a quorum of the public body physically present is not practical or prudent due to the State's declaration of a disaster due to the impacts of COVID-19**
- 3. Confirm All Participants Can Hear & Reminder That All Motions Need To Be Passed By A Roll Call Vote**
- 4. Pledge of Allegiance**
- 5. Roll Call**
- 6. Presentation of Police Pension Fund Actuarial Valuation Report "Joint Meeting between Village Board and Police Pension Board"**
- 7. Public Participation (Agenda and Non-Agenda Related)**

VILLAGE BOARD MEETING
September 8, 2020 – 7:30 p.m.

AGENDA (continued – Page 2)

8. Building & Zoning Committee Items – Jamie Zaura, Chairwoman

- A. Discussion & Action – 16 W. Woodlawn Zoning Variation Request – *Motion: To Approve an Ordinance Granting Certain Variations for 16 W. Woodlawn (Public Hearing No. 2020-01)*

- B. Discussion & Action – Temporary Use Permit - Four Leaf Clovers Garden Center Fall Garden Center & Pumpkin Patch – *Motion: (1) To Approve a Temporary Use Permit for Four Leaf Clovers Garden Center to Allow for the Construction of a 400 Square Foot Tent to be Occupied on or After September 9, 2020 and to be Removed No Later Than November 5, 2020 and Motion (2) To Approve A Temporary Use Permit for Four Leaf Clovers Garden Center To Allow for the Operation of a Temporary Retail Stand Approximately 2000 Square Feet in Size From September 9, 2020 through November 5, 2020*

9. Public Safety Committee Items – Robert Lautner, Chairman

- A. Information Only – Ten Shared Principles

- B. Discussion & Action – Vehicle Purchase – Fire Chief/Building Director– *Motion: To Purchase a New 2021 Chevrolet Tahoe Special Service Package Vehicle, for a Cost Not to Exceed \$43,000.00, from Currie Motors Chevrolet, in Forest Park, IL, Through the Suburban Purchasing Cooperative Contract #185*

10. Public Works Committee Items – Michael Sheehan, Chairman

- A. Discussion & Action – Change Order 31st Street Water Main Project – Stamped Concrete Walk Option – *Motion: To Authorize Payment to A Lamp Concrete Contractors, Inc. in the Amount of \$36,185.00 for Additional Stamped Concrete Sidewalk Installation on the South Side of 31st Street Between Homestead Road and Barnsdale Road*

- B. Discussion & Action – Engineering Agreement – Park Avenue Water Main Design – *Motion: To Approve a Professional Engineering Agreement with Hancock Engineering for Design Engineering Services of Park Avenue Water Main in an Amount Not to Exceed \$74,008.00 and Authorize the Village Manager to Execute the Required Documents*

VILLAGE BOARD MEETING
September 8, 2020 – 7:30 p.m.

AGENDA (continued – Page 3)

11. Finance Committee Items – Scott Mesick, Chairman

- A. Discussion & Action – Banking Services Renewal – *Motion: To Approve A Treasury Management Agreement, Online Channel Access Agreement and Pricing Amendment with Fifth Third Bank and Authorize the Finance Director to Sign the Required Documents*

12. Other Reports

A. Village Manager

B. Village President

1. Discussion & Action – Reappointments to Youth Commission – *Motion: To Reappoint Julia Reven and Ryan McAllister to the Village of La Grange Park Youth Commission for Terms to Expire on September 1, 2022*

2. Proclamation – Chamber of Commerce Week, Sept. 14–18, 2020

C. Village Clerk

D. Commercial Revitalization Committee – James Kucera, Chairman

1. Discussion & Action – Plaza 31 – TIF Funding for Site Preparation – *Motion: To Approve A Resolution of the Village of La Grange Park, Cook County, Illinois, Approving Tax Increment Financing Funds for Site Preparation for 704-722 East 31st Street, La Grange Park, Cook County, Illinois*

13. New Business

14. Executive Session (Roll Call Vote) - *Motion to move into Executive Session for the purpose of discussing the following: the purchase or lease of real property for the use of the public body, according to 5 ILCS 120/2(c)(5)*

15. Adjourn (Roll Call Vote)

Items of Interest:

Village Board Meeting, September 22, 2020

Village Board Work Session, October 13, 2020



Rules for Public Comment

Village Board Work Session Meetings Village Board Meetings

1. Please step up to the microphone before speaking, and announce your name before beginning your comments.
2. After announcing your name for the record, you will be allowed to speak for three (3) minutes.
3. You may not use profane or obscene language and you may not threaten any person with bodily harm, or engage in conduct which amounts to a threat of physical harm.
4. (a) Agenda-related comments: The Village President reserves the right to disallow comments that are repetitive of comments previously made during the meeting, or comments that do not relate to agenda items.

(b) Non-agenda-related comments: The Village President reserves the right to disallow comments that are repetitive of comments previously made during the meeting, or comments that do not relate to Village business, Village services or Village governance.
5. The Village of La Grange Park complies with the Americans with Disabilities Act of 1990. If you require accommodations in order to observe or participate in the meeting, please contact Assistant Village Manager Emily Rodman at (708) 354-0225 between 9:00 and 5:00 before the meeting so that the Village can make reasonable accommodations for you.



**JOINT MEETING
VILLAGE BOARD
POLICE PENSION BOARD**

TUESDAY, September 8, 2020 – 7:30 p.m.

Via Teleconference due to Covid-19

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AGENDA

1. Call meeting to order
2. Public Comment
3. Actuarial Presentation by Foster & Foster
4. Adjourn

The Village of La Grange Park 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 contact Julia Cedillo, Village Manager, at 708-354-0225 x107 promptly to allow the Village of La Grange Park to make reasonable accommodations for those persons.

Website <http://www.lagrangepark.org/>



RULES FOR PUBLIC COMMENT

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Presentation Material Police Pension Fund Actuarial Valuation Report

Date: September 1, 2020

To: Village President and Board of Trustees
Police Pension Fund Board of Trustees

From: Larry Noller, Finance Director 
Julia Cedillo, Village Manager

Re: Police Pension Fund Actuarial Valuation Report

Transmitted with this memo is the annual actuarial valuation report for the Village's Police Pension Fund prepared by the actuarial firm Foster and Foster. Jason Franken, from Foster and Foster, will present the report at the September 8th joint meeting of the Village Board and the Police Pension Fund Board.

Listed below are some short-cuts to guide you to points of interest within the report.

<u>Page(s)</u>	<u>Description</u>
5	This is the summary page of the report and includes the Village's recommended contribution for fiscal year 2021 of \$1,307,121, which is an 8.6% increase over the prior year's amount of \$1,203,549.
6	The state legislature enacted a number of benefit changes to Tier 2 benefits as part of pension consolidation including, increased surviving spouse benefits, increased salary cap and modifying the calculation of final average salary.
7-10	This section includes a comparison of calculations before and after the assumption changes, as well as a comparison to the prior year.
15	The actuary has calculated the statutory minimum contribution of \$1,060,662. The actuary believes the statutory minimum is insufficient. In addition, the statutory minimum does not satisfy the Village's funding policy.
17-18	This is a summary of the actuarial methods and assumptions used in the valuation.
20-23	Here the actuary provides a discussion of the various risks that could affect the plan.
24-25	These pages are the pension fund's financial statements. The fund's net position decreased \$715,414 as investment income declined due to market conditions.
31-33	These pages contain a description of the plan benefits, which are set by state law.
34-48	The final section of the report includes the GASB 67 and GASB 68 disclosure information required for the Village's financial reporting. The Village's net pension liability for the police pension fund of \$14,590,306 is the difference between the total pension liability of \$29,322,210 and the plan's net position of \$14,731,904. This results in a funding percentage of 50.24%, down from 55.26% last year.

VILLAGE OF LA GRANGE PARK
POLICE PENSION FUND

ACTUARIAL VALUATION
AS OF MAY 1, 2020

CONTRIBUTIONS APPLICABLE TO THE
PLAN/FISCAL YEAR ENDING APRIL 30, 2021

GASB 67/68 DISCLOSURE INFORMATION
AS OF APRIL 30, 2020



FOSTER & FOSTER
ACTUARIES AND CONSULTANTS

July 20, 2020

Mr. Larry Noller
Director of Finance
Village of La Grange Park
447 N. Catherine
La Grange Park, IL 60526

Re: Actuarial Valuation Report (including GASB Statements No. 67 and No. 68) –
Village of La Grange Park Police Pension Fund

Dear Mr. Noller:

We are pleased to present to the Village and the Board this report of the annual actuarial valuation of the Village of La Grange Park Police Pension Fund. Included are the related results for GASB Statements No. 67 and No. 68. 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. The calculation of the liability for GASB results was performed for the purpose of satisfying the requirements of GASB Statements No. 67 and No. 68. 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.

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

The total pension liability, net pension liability, and certain sensitivity information shown in the GASB results are based on an actuarial valuation performed as of the valuation date.

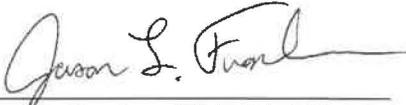
The undersigned are familiar with the immediate and long-term aspects of pension valuations and meet the Qualification Standards of the American Academy of Actuaries necessary to render the actuarial opinions contained herein. All of the sections of this report are considered an integral part of the 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 La Grange Park, nor does anyone at Foster & Foster, Inc. act as a member of the Board of Trustees of the Village of La Grange Park 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

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

JLF/lke
Enclosures

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SUMMARY OF REPORT

The regular annual actuarial valuation of the Village of La Grange Park Police Pension Fund, performed as of May 1, 2020, has been completed and the results are presented in this Report. The contribution amounts set forth herein are applicable to the plan/fiscal year ended April 30, 2021.

The contribution requirements, compared with those set forth in the May 1, 2019 actuarial report, are as follows:

Valuation Date Applicable to Fiscal Year Ending	5/1/2020 <u>4/30/2021</u>	5/1/2019 <u>4/30/2020</u>
Total Recommended Contribution	\$1,485,119	\$1,393,198
% of Projected Annual Payroll	82.7%	72.8%
Member Contributions (Est.)	177,998	189,649
% of Projected Annual Payroll	9.9%	9.9%
Village Recommended Contribution	1,307,121	1,203,549
% of Projected Annual Payroll	72.8%	62.9%

As you can see, the Total Recommended Contribution shows an increase when compared to the results determined in the May 1, 2019 actuarial valuation report. The increase is attributable to unfavorable plan experience and Tier 2 benefit changes. The increase was offset in part by a lower active membership.

Plan experience was unfavorable overall on the basis of the plan's actuarial assumptions. Sources of unfavorable experience included an investment return of 4.09% (Actuarial Asset Basis) which fell short of the 7.00% assumption, more retirements than expected, and lower than expected inactive mortality. There were no significant sources of favorable experience.

CHANGES SINCE PRIOR VALUATION

Plan Changes Since Prior Valuation

As a result of Public Act 101-0610, signed into law on December 18, 2019, the following updates were made to the Tier 2 benefits:

- The surviving spouse benefit for non-line of duty death was updated to mirror Tier 1 benefits, whereby Tier 2 surviving spouses will now receive 54% of final average salary, even prior to achieving vesting at 10 years of service.
- The pensionable salary cap increased retroactive to 2011 to alleviate safe harbor concerns, updating the annual adjustment to be CPI-U instead of 50% of CPI-U. The 3% annual growth cap remains in place.
- The final average salary was increased from averaging the highest consecutive 96 of the last 120 months of salary to averaging the highest consecutive 48 of the last 60 months of salary.

Actuarial Assumption/Method Changes Since Prior Valuation

There were no assumption or method changes since the prior valuation.

COMPARATIVE SUMMARY OF PRINCIPAL VALUATION RESULTS

	New Benefits <u>5/1/2020</u>	Old Benefits <u>5/1/2020</u>	<u>5/1/2019</u>
A. Participant Data			
Number Included			
Actives	19	19	21
Service Retirees	20	20	19
Beneficiaries	4	4	3
Disability Retirees	2	2	2
Terminated Vested	<u>1</u>	<u>1</u>	<u>0</u>
Total	46	46	45
Total Annual Payroll	\$1,796,150	\$1,796,150	\$1,913,718
Payroll Under Assumed Ret. Age	1,796,150	1,796,150	1,913,718
Annual Rate of Payments to:			
Service Retirees	1,416,540	1,416,540	1,302,205
Beneficiaries	135,747	135,747	90,699
Disability Retirees	82,530	82,530	82,530
Terminated Vested	0	0	0
B. Assets			
Actuarial Value	15,901,326	15,901,326	15,494,841
Market Value	14,731,904	14,731,904	15,447,318
C. Liabilities			
Present Value of Benefits			
Actives			
Retirement Benefits	9,012,964	8,446,648	9,618,912
Disability Benefits	931,799	886,424	903,589
Death Benefits	130,015	93,275	92,803
Vested Benefits	835,570	813,084	785,615
Service Retirees	20,111,758	20,111,758	18,042,430
Beneficiaries	866,022	866,022	645,956
Disability Retirees	1,483,567	1,483,567	1,645,822
Terminated Vested	<u>12,097</u>	<u>12,097</u>	<u>0</u>
Total	33,383,792	32,712,875	31,735,127

C. Liabilities - (Continued)	New Benefits <u>5/1/2020</u>	Old Benefits <u>5/1/2020</u>	<u>5/1/2019</u>
Present Value of Future Salaries	19,978,550	19,166,329	20,434,643
Present Value of Future Member Contributions	1,979,874	1,899,383	2,025,073
Normal Cost (Retirement)	270,733	244,505	279,558
Normal Cost (Disability)	51,847	50,539	56,657
Normal Cost (Death)	7,062	4,655	4,744
Normal Cost (Vesting)	<u>48,477</u>	<u>47,566</u>	<u>48,759</u>
Total Normal Cost	378,119	347,265	389,718
Present Value of Future Normal Costs	3,844,959	3,332,210	3,568,334
Accrued Liability (Retirement)	6,165,560	6,020,582	7,003,044
Accrued Liability (Disability)	368,524	360,814	348,078
Accrued Liability (Death)	49,432	49,237	50,309
Accrued Liability (Vesting)	481,873	476,588	431,154
Accrued Liability (Inactives)	<u>22,473,444</u>	<u>22,473,444</u>	<u>20,334,208</u>
Total Actuarial Accrued Liability	29,538,833	29,380,665	28,166,793
Unfunded Actuarial Accrued Liability (UAAL)	13,637,507	13,479,339	12,671,952
Funded Ratio (AVA / AL)	53.8%	54.1%	55.0%

	New Benefits <u>5/1/2020</u>	Old Benefits <u>5/1/2020</u>	<u>5/1/2019</u>
D. Actuarial Present Value of Accrued Benefits			
Vested Accrued Benefits			
Inactives	22,473,444	22,473,444	20,334,208
Actives	1,738,900	1,662,158	2,272,033
Member Contributions	<u>1,551,473</u>	<u>1,551,473</u>	<u>1,680,952</u>
Total	25,763,817	25,687,075	24,287,193
Non-vested Accrued Benefits	<u>365,579</u>	<u>380,724</u>	<u>516,141</u>
Total Present Value Accrued Benefits	26,129,396	26,067,799	24,803,334
Funded Ratio (MVA / PVAB)	56.4%	56.5%	62.3%
Increase (Decrease) in Present Value of Accrued Benefits Attributable to:			
Plan Amendments	61,597	0	
Assumption Changes	0	0	
New Accrued Benefits	0	1,145,054	
Benefits Paid	0	(1,562,147)	
Interest	0	1,681,558	
Other	<u>0</u>	<u>0</u>	
Total	61,597	1,264,465	

Valuation Date Applicable to Fiscal Year Ending	New Benefits 5/1/2020 <u>4/30/2021</u>	Old Benefits 5/1/2020 <u>4/30/2021</u>	5/1/2019 <u>4/30/2020</u>
E. Pension Cost			
Normal Cost ¹	\$404,587	\$371,574	\$416,998
% of Total Annual Payroll ¹	22.5	20.7	21.8
Administrative Expenses ¹	57,591	57,591	55,799
% of Total Annual Payroll ¹	3.2	3.2	2.9
Payment Required to Amortize Unfunded Actuarial Accrued Liability over 20 years (as of 5/1/2020) ¹	1,022,941	1,011,077	920,401
% of Total Annual Payroll ¹	57.0	56.3	48.1
Total Recommended Contribution	1,485,119	1,440,242	1,393,198
% of Total Annual Payroll ¹	82.7	80.2	72.8
Expected Member Contributions ¹	177,998	177,998	189,649
% of Total Annual Payroll ¹	9.9	9.9	9.9
Expected Village Contribution	1,307,121	1,262,244	1,203,549
% of Total Annual Payroll ¹	72.8	70.3	62.9
F. Past Contributions			
Plan Years Ending:	<u>4/30/2020</u>		
Total Recommended Contribution	1,393,283		
Village Requirement	1,203,549		
Actual Contributions Made:			
Members (excluding buyback)	189,734		
Village	<u>1,203,549</u>		
Total	1,393,283		
G. Net Actuarial (Gain)/Loss	897,975		

¹ Contributions developed as of 5/1/2020 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>
2020	13,637,507
2021	13,569,191
2022	13,465,404
2027	12,285,567
2031	10,276,176
2036	5,800,892
2040	0

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

		<u>Actual</u>	<u>Assumed</u>
Year Ended	4/30/2020	6.46%	5.66%
Year Ended	4/30/2019	4.33%	5.82%
Year Ended	4/30/2018	5.31%	3.84%

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

		<u>Actual</u>	<u>Assumed</u>
Year Ended	4/30/2020	4.09%	7.00%
Year Ended	4/30/2019	5.89%	7.00%
Year Ended	4/30/2018	6.18%	7.00%

DEVELOPMENT OF MAY 1, 2020 AMORTIZATION PAYMENT

(1) Unfunded Actuarial Accrued Liability as of May 1, 2019	\$12,671,952
(2) Sponsor Normal Cost developed as of May 1, 2019	200,069
(3) Expected administrative expenses for the year ended April 30, 2020	52,149
(4) Expected interest on (1), (2) and (3)	902,867
(5) Sponsor contributions to the System during the year ended April 30, 2020	1,203,549
(6) Expected interest on (5)	42,124
(7) Expected Unfunded Actuarial Accrued Liability as of April 30, 2020, (1)+(2)+(3)+(4)-(5)-(6)	12,581,364
(8) Change to UAAL due to Benefits Change	158,168
(9) Change to UAAL due to Actuarial (Gain)/Loss	897,975
(10) Unfunded Accrued Liability as of May 1, 2020	13,637,507
(11) UAAL Subject to Amortization (100% AAL less Actuarial Assets)	13,637,507

<u>Date Established</u>	<u>Years Remaining</u>	<u>5/1/2020 Amount</u>	<u>Amortization Amount</u>
5/1/2020	20	13,637,507	956,020

DETAILED ACTUARIAL (GAIN)/LOSS ANALYSIS

(1) Unfunded Actuarial Accrued Liability (UAAL) as of May 1, 2019	\$12,671,952
(2) Expected UAAL as of May 1, 2020	12,581,364
(3) Summary of Actuarial (Gain)/Loss, by component:	
Investment Return (Actuarial Asset Basis)	447,673
Salary Increases	88,581
Active Decrements	227,490
Inactive Mortality	142,914
Other	<u>(8,683)</u>
Change in UAAL due to (Gain)/Loss	897,975
Change to UAAL due to Benefits Change	<u>158,168</u>
(4) Actual UAAL as of May 1, 2020	\$13,637,507

RECONCILIATION OF CHANGES IN CONTRIBUTION REQUIREMENT

(1) Contribution Determined as of May 1, 2019	\$	1,203,549
(2) Summary of Contribution Impact by component:		
Change in Normal Cost		(45,424)
Change in Assumed Administrative Expense		1,792
Investment Return (Actuarial Asset Basis)		33,580
Salary Increases		6,644
New Entrants		-
Active Decrements		17,064
Inactive Mortality		10,720
Contributions (More) or Less than Recommended		-
Increase in Amortization Payment Due to Payroll Growth Assumption		27,612
Change in Expected Member Contributions		11,651
Benefits Change		44,877
Other		<u>(4,944)</u>
Total Change in Contribution		103,572
(3) Contribution Determined as of May 1, 2020		\$1,307,121

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 Benefits 5/1/2020	Old Benefits 5/1/2020	5/1/2019
Valuation Date	<u>4/30/2021</u>	<u>4/30/2021</u>	<u>4/30/2020</u>
Applicable to Fiscal Year Ending			
Actuarial Accrued Liability (PUC)	28,614,367	28,498,441	27,375,966
Actuarial Value of Assets	<u>15,901,326</u>	<u>15,901,326</u>	<u>15,494,841</u>
Unfunded Actuarial Accrued Liability (UAAL)	12,713,041	12,597,115	11,881,125
UAAL Subject to Amortization	9,851,604	9,747,271	9,143,528
Normal Cost ¹	\$442,106	\$415,573	\$467,410
% of Total Annual Payroll ¹	24.6	23.1	24.4
Administrative Expenses ¹	57,591	57,591	55,799
% of Total Annual Payroll ¹	3.2	3.2	2.9
Payment Required to Amortize Unfunded Actuarial Accrued Liability over 20 years (as of 5/1/2020) ¹	738,963	731,137	664,121
% of Total Annual Payroll ¹	41.2	40.7	34.7
Total Required Contribution	1,238,660	1,204,301	1,187,330
% of Total Annual Payroll ¹	69.0	67.0	62.0
Expected Member Contributions ¹	177,998	177,998	189,649
% of Total Annual Payroll ¹	9.9	9.9	9.9
Expected Village Contribution	1,060,662	1,026,303	997,681
% of Total Annual Payroll ¹	59.1	57.1	52.1

Assumptions and Methods:

Actuarial Cost Method
Amortization Method

Projected Unit Credit
90% Funding by 2040

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

¹ Contributions developed as of 5/1/2020 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
2020	41,484	1,627,973	1,669,457
2021	70,014	1,639,457	1,709,471
2022	95,862	1,677,794	1,773,656
2023	118,693	1,696,824	1,815,517
2024	139,517	1,723,237	1,862,754
2025	172,003	1,739,448	1,911,451
2026	210,687	1,753,209	1,963,896
2027	247,234	1,764,432	2,011,666
2028	320,397	1,773,013	2,093,410
2029	380,011	1,778,853	2,158,864
2030	442,626	1,781,906	2,224,532
2031	506,625	1,782,136	2,288,761
2032	568,778	1,779,540	2,348,318
2033	651,158	1,774,073	2,425,231
2034	728,218	1,765,651	2,493,869
2035	808,354	1,754,101	2,562,455
2036	894,282	1,739,214	2,633,496
2037	991,329	1,720,734	2,712,063
2038	1,077,862	1,698,353	2,776,215
2039	1,157,892	1,671,737	2,829,629
2040	1,249,356	1,640,559	2,889,915
2041	1,370,693	1,604,497	2,975,190
2042	1,447,489	1,563,289	3,010,778
2043	1,587,743	1,516,764	3,104,507
2044	1,680,580	1,464,838	3,145,418
2045	1,831,661	1,407,558	3,239,219
2046	1,914,415	1,345,135	3,259,550
2047	1,987,189	1,277,864	3,265,053
2048	2,144,034	1,206,184	3,350,218
2049	2,217,989	1,130,687	3,348,676
2050	2,278,635	1,052,102	3,330,737
2051	2,330,283	971,271	3,301,554
2052	2,371,682	889,119	3,260,801
2053	2,405,390	806,653	3,212,043
2054	2,433,175	724,948	3,158,123
2055	2,454,732	645,117	3,099,849
2056	2,468,658	568,217	3,036,875
2057	2,475,300	495,195	2,970,495
2058	2,476,908	426,789	2,903,697
2059	2,470,080	363,570	2,833,650

ACTUARIAL ASSUMPTIONS AND METHODS

Interest Rate 7.00% per year compounded annually, net of investment related expenses. We will continue to monitor this assumption and compare with future asset allocations and expected returns.

Mortality Rate
Active Lives:
PubS-2010 Employee mortality, projected 5 years past the valuation date with Scale MP-2019. 10% of active deaths are assumed to be in the line of duty.

Inactive Lives:
PubS-2010 Healthy Retiree mortality, projected 5 years past the valuation date with Scale MP-2019.

Beneficiaries:
PubS-2010 Survivor mortality, projected 5 years past the valuation date with Scale MP-2019.

Disabled Lives:
PubS-2010 Disabled mortality, projected 5 years past the valuation date with Scale MP-2019.

The mortality assumptions sufficiently accommodate anticipated future mortality improvements.

Retirement Age See table later in this section. This is based on a 2017 experience study performed for the State of Illinois Department of Insurance.

Disability Rate See table later in this section. 60% of the disabilities are assumed to be in the line of duty. This is based on a 2017 experience study performed for the State of Illinois Department of Insurance.

Termination Rate See table later in this section. This is based on a 2017 experience study performed for the State of Illinois Department of Insurance.

Inflation 2.00%.

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. This is based on a 2017 experience study performed for the State of Illinois Department of Insurance.

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

Marital Status

80% of Members are assumed to be married.

Spouse's Age

Males are assumed to be three years older than females.

Funding Method

Entry Age Normal Cost Method.

Actuarial Asset Method

Investment gains and losses are smoothed over a 5-year period.

Funding Policy Amortization Method

The UAAL is amortized according to a Level Percentage of Payroll method over a period of 30 years beginning May 1, 2010. Once it reaches 15 years remaining, it will switch to a 15-year open period amortization.

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	14.00%	20	0.000%	50 - 51	15%	50 - 54	5%
25	10.40%	25	0.030%	52 - 54	20%	55	40%
30	5.60%	30	0.140%	55 - 64	25%	56 - 64	25%
35	3.10%	35	0.260%	65 - 69	40%	65 - 69	40%
40	1.90%	40	0.420%	70+	100%	70+	100%
45	1.50%	45	0.590%				
50	1.50%	50	0.710%				
56+	0.00%	55	0.900%				
		60	1.150%				

GLOSSARY

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

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

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

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

Total Recommended Contribution is equal to the Normal Cost plus an amount sufficient to amortize the Unfunded Accrued Liability over 30 years from May 1, 2010. 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 decreased from 100.0% on May 1, 2017 to 70.4% on May 1, 2020, indicating that the plan has been rapidly maturing.
- 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 76.1%. 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 decreased from 55.7% on May 1, 2017 to 53.8% on May 1, 2020, due mainly to unfavorable plan experience.
- 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, stayed approximately the same from May 1, 2017 to May 1, 2020. The current Net Cash Flow Ratio of -1.5% 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>5/1/2017</u>	<u>5/1/2018</u>	<u>5/1/2019</u>	<u>5/1/2020</u>
<u>Support Ratio</u>				
Total Actives	22	20	21	19
Total Inactives	22	24	24	27
Actives / Inactives	100.0%	83.3%	87.5%	70.4%
 <u>Asset Volatility Ratio</u>				
Market Value of Assets (MVA)	14,035,659	14,752,607	15,447,318	14,731,904
Total Annual Payroll	1,918,273	1,769,940	1,913,718	1,796,150
MVA / Total Annual Payroll	731.7%	833.5%	807.2%	820.2%
 <u>Accrued Liability (AL) Ratio</u>				
Inactive Accrued Liability	16,622,886	19,430,875	20,334,208	22,473,444
Total Accrued Liability	25,820,652	26,248,397	28,166,793	29,538,833
Inactive AL / Total AL	64.4%	74.0%	72.2%	76.1%
 <u>Funded Ratio</u>				
Actuarial Value of Assets (AVA)	14,380,857	14,893,439	15,494,841	15,901,326
Total Accrued Liability	25,820,652	26,248,397	28,166,793	29,538,833
AVA / Total Accrued Liability	55.7%	56.7%	55.0%	53.8%
 <u>Net Cash Flow Ratio</u>				
Net Cash Flow ¹	(332,482)	(365,406)	(267,365)	(222,687)
Market Value of Assets (MVA)	14,035,659	14,752,607	15,447,318	14,731,904
Ratio	-2.4%	-2.5%	-1.7%	-1.5%

¹ Determined as total contributions minus benefit payments and administrative expenses.

STATEMENT OF FIDUCIARY NET POSITION
April 30, 2020

<u>ASSETS</u>	MARKET VALUE
Cash and Cash Equivalents:	
Money Market	1,114,424
Cash and Cash Equivalents	39,962
Total Cash and Equivalents	1,154,386
Receivables:	
Prepays	2,245
Accrued Past Due Interest	29,448
Total Receivable	31,693
Investments:	
Fixed Income	5,131,718
Stocks	4,181,502
Mutual Funds	4,237,219
Total Investments	13,550,439
Total Assets	14,736,518
 <u>LIABILITIES</u>	
Liabilities:	
Payable:	
Expenses	4,614
Total Liabilities	4,614
Net Assets:	
Active and Retired Members' Equity	14,731,904
NET POSITION RESTRICTED FOR PENSIONS	14,731,904
TOTAL LIABILITIES AND NET ASSETS	14,736,518

STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
 FOR THE YEAR ENDED April 30, 2020
 Market Value Basis

ADDITIONS

Contributions:

Member	189,734
Village	1,203,549

Total Contributions	1,393,283
---------------------	-----------

Investment Income:

Net Increase in Fair Value of Investments	(841,758)
Interest & Dividends	406,863
Less Investment Expense ¹	(57,832)

Net Investment Income	(492,727)
-----------------------	-----------

Total Additions	900,556
-----------------	---------

DEDUCTIONS

Distributions to Members:

Benefit Payments	1,562,147
Refund of Contributions/Transfers	0

Total Distributions	1,562,147
---------------------	-----------

Administrative Expenses	53,823
-------------------------	--------

Total Deductions	1,615,970
------------------	-----------

Net Increase in Net Position	(715,414)
------------------------------	-----------

NET POSITION RESTRICTED FOR PENSIONS

Beginning of the Year	15,447,318
-----------------------	------------

End of the Year	14,731,904
-----------------	------------

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

ACTUARIAL ASSET VALUATION
April 30, 2020

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

Plan Year Ending	Gain/(Loss)	Gains/(Losses) Not Yet Recognized				
		Amounts Not Yet Recognized by Valuation Year				
		2020	2021	2022	2023	2024
4/30/2017	376,318	75,264	0	0	0	0
4/30/2018	112,647	45,059	22,529	0	0	0
4/30/2019	(61,249)	(36,749)	(24,500)	(12,250)	0	0
4/30/2020	(1,566,245)	(1,252,996)	(939,747)	(626,498)	(313,249)	0
Total		(1,169,422)	(941,718)	(638,748)	(313,249)	0

Development of Investment Gain/Loss

Market Value of Assets, 4/30/2019	15,447,318
Contributions Less Benefit Payments & Administrative Expenses	(222,687)
Expected Investment Earnings ¹	1,073,518
Actual Net Investment Earnings	(492,727)
2020 Actuarial Investment Gain/(Loss)	<u>(1,566,245)</u>

¹ Expected Investment Earnings = 7.00% x (15,447,318 + 0.5 x -222,687)

Development of Actuarial Value of Assets

Market Value of Assets, 4/30/2020	14,731,904
(Gains)/Losses Not Yet Recognized	<u>1,169,422</u>
Actuarial Value of Assets, 4/30/2020	15,901,326
(A) 4/30/2019 Actuarial Assets:	15,494,841
(I) Net Investment Income:	
1. Interest and Dividends	406,863
2. Realized Gains (Losses)	0
3. Change in Actuarial Value	280,141
4. Investment Expenses	<u>(57,832)</u>
Total	629,172
(B) 4/30/2020 Actuarial Assets:	15,901,326
Actuarial Asset Rate of Return = (2 x I) / (A + B - I):	4.09%
Market Value of Assets Rate of Return:	-3.21%
4/30/2020 Limited Actuarial Assets:	15,901,326
Actuarial Gain/(Loss) due to Investment Return (Actuarial Asset Basis)	(447,673)

CHANGES IN NET ASSETS AVAILABLE FOR BENEFITS
 April 30, 2020
 Actuarial Asset Basis

INCOME		
Contributions:		
Member	189,734	
Village	1,203,549	
Total Contributions		1,393,283
Earnings from Investments		
Interest & Dividends	406,863	
Change in Actuarial Value	280,141	
Total Earnings and Investment Gains		687,004
EXPENSES		
Administrative Expenses:		
Investment Related ¹	57,832	
Other	53,823	
Total Administrative Expenses		111,655
Distributions to Members:		
Benefit Payments	1,562,147	
Refund of Contributions/Transfers	0	
Total Distributions		1,562,147
Change in Net Assets for the Year		406,485
Net Assets Beginning of the Year		15,494,841
Net Assets End of the Year ²		15,901,326

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

² Net Assets may be limited for actuarial consideration.

STATISTICAL DATA

	<u>5/1/2017</u>	<u>5/1/2018</u>	<u>5/1/2019</u>	<u>5/1/2020</u>
<u>Actives - Tier 1</u>				
Number	14	11	11	9
Average Current Age	45.7	43.7	44.7	44.0
Average Age at Employment	27.0	27.2	27.2	25.5
Average Past Service	18.7	16.5	17.5	18.5
Average Annual Salary	\$96,202	\$99,152	\$102,292	\$105,402
<u>Actives - Tier 2</u>				
Number	8	9	10	10
Average Current Age	28.2	28.7	29.9	31.1
Average Age at Employment	26.1	25.9	26.5	26.3
Average Past Service	2.1	2.8	3.4	4.8
Average Annual Salary	\$71,430	\$75,474	\$78,851	\$84,753
<u>Service Retirees</u>				
Number	17	19	19	20
Average Current Age	69.8	68.8	69.8	68.1
Average Annual Benefit	\$63,790	\$66,363	\$68,537	\$70,827
<u>Beneficiaries</u>				
Number	3	3	3	4
Average Current Age	77.4	78.4	79.4	81.9
Average Annual Benefit	\$30,233	\$30,233	\$30,233	\$33,937
<u>Disability Retirees</u>				
Number	2	2	2	2
Average Current Age	56.1	57.1	58.1	59.1
Average Annual Benefit	\$41,265	\$41,265	\$41,265	\$41,265
<u>Terminated Vested</u>				
Number	0	0	0	1
Average Current Age	N/A	N/A	N/A	32.0
Average Annual Benefit ¹	N/A	N/A	N/A	N/A

¹ 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	0	0	1	2	0	0	0	0	0	0	0	3
30 - 34	0	0	0	1	0	4	0	0	0	0	0	5
35 - 39	1	0	0	0	0	1	3	0	0	0	0	5
40 - 44	0	0	0	0	0	0	0	2	0	0	0	2
45 - 49	0	0	0	0	0	0	1	0	2	0	0	3
50 - 54	0	0	0	0	0	0	0	0	0	0	0	0
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	1	0	1	3	0	5	4	2	2	0	1	19

VALUATION PARTICIPANT RECONCILIATION

1. Active lives

a. Number in prior valuation 5/1/2019	21
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	<u>(2)</u>
f. Continuing participants	18
g. New entrants	<u>1</u>
h. Total active life participants in valuation	19

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

	Service Retirees, Vested Receiving <u>Benefits</u>	Receiving Death <u>Benefits</u>	Receiving Disability <u>Benefits</u>	Vested Deferred	<u>Total</u>
a. Number prior valuation	19	3	2	0	24
Retired	2	0	0	0	2
Vested Deferred	0	0	0	1	1
Death, With Survivor	(1)	1	0	0	0
Death, No Survivor	0	0	0	0	0
Disabled	0	0	0	0	0
Refund of Contributions	0	0	0	0	0
Rehires	0	0	0	0	0
Expired Annuities	0	0	0	0	0
Data Corrections	0	0	0	0	0
Hired/Termed in Same Year	0	0	0	0	0
b. Number current valuation	20	4	2	1	27

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	Tier 1: Age 60 and 8 years of Credited Service. Tier 2: Age 50 with 10 years of Credited Service.
Benefit	Tier 1: Normal Retirement benefit with no minimum. Tier 2: Normal Retirement benefit, reduced 6.00% 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">a.) 54% of salary attached to the rank held by Member on last day of service, and;b.) The monthly retirement pension earned by the deceased Member at the time of death, regardless of whether death occurs before or after age 50.

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

Vesting (Termination)

Vesting Service Requirement	Tier 1: 8 years. Tier 2: 10 years.
Non-Vested Benefit	Refund of Member Contributions.
Vested Benefit	Either the termination benefit, payable upon reaching age 60 (55 for Tier 2), provided contributions are not withdrawn, or a refund of member contributions. The termination benefit is 2.50% of annual salary held in the year prior to termination (8-year final average salary for Tier 2) times creditable service.

Contributions

Employee	9.91% of Salary.
Municipality	Remaining amount necessary for payment of Normal (current year's) Cost and amortization of the accrued past service liability.

SUMMARY

Valuation Date	5/1/2020	5/1/2019
Measurement Date	4/30/2020	4/30/2019
Plan Membership:		
Inactives Currently Receiving Benefits	26	24
Inactives Not Yet Receiving Benefits	1	0
Active Plan Members	<u>19</u>	<u>21</u>
Total	46	45
Covered Payroll	\$ 1,796,150	\$ 1,913,718
Net Pension Liability		
Total Pension Liability	\$ 29,322,210	\$ 27,954,635
Plan Fiduciary Net Position	<u>14,731,904</u>	<u>15,447,318</u>
Net Pension Liability	\$ 14,590,306	\$ 12,507,317
Plan Fiduciary Net Position		
As a Percentage of Total Pension Liability	50.24%	55.26%
Net Pension Liability		
As a Percentage of Covered Payroll	812.31%	653.56%
Total Pension Expense	\$ 1,959,658	\$ 1,299,989
Development of Single Discount Rate		
Single Discount Rate	7.00%	7.00%
Long-Term Expected Rate of Return	7.00%	7.00%
High-quality Municipal Bond Rate	2.85%	3.21%
Number of Years Future Benefit Payments		
Are Expected to be Paid	99	99

SCHEDULE OF CHANGES IN NET PENSION LIABILITY
PLAN AND VILLAGE REPORTING

GASB 68 Reporting Period Ending	04/30/2020	04/30/2019
Measurement Date	04/30/2020	04/30/2019
Total Pension Liability		
Service Cost	391,738	354,064
Interest	1,929,571	1,798,138
Changes of Benefit Terms	151,500	-
Differences Between Expected and Actual Experience	456,913	198,098
Changes of Assumptions	-	995,731
Benefit Payments, Including Refunds of Employee Contributions	(1,562,147)	(1,450,024)
Net Change in Total Pension Liability	1,367,575	1,896,007
Total Pension Liability - Beginning	27,954,635	26,058,628
Total Pension Liability - Ending (a)	\$ 29,322,210	\$ 27,954,635
 Plan Fiduciary Net Position		
Contributions - Employer	1,203,549	1,046,893
Contributions - Employee	189,734	187,915
Net Investment Income	(492,727)	962,076
Benefit Payments, Including Refunds of Employee Contributions	(1,562,147)	(1,450,024)
Administrative Expense	(53,823)	(52,149)
Net Change in Plan Fiduciary Net Position	(715,414)	694,711
Plan Fiduciary Net Position - Beginning	15,447,318	14,752,607
Plan Fiduciary Net Position - Ending (b)	\$ 14,731,904	\$ 15,447,318
 Net Pension Liability - Ending (a) - (b)	\$ 14,590,306	\$ 12,507,317
 Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	50.24%	55.26%
 Covered Payroll	\$ 1,796,150	\$ 1,913,718
Net Pension Liability as a Percentage of Covered Payroll	812.31%	653.56%

STATEMENT OF CHANGES IN NET PENSION LIABILITY
VILLAGE REPORTING

	Increase (Decrease)		
	Total Pension Liability	Plan Fiduciary Net Position	Net Pension Liability
	(a)	(b)	(a)-(b)
Balances at April 30, 2019	\$ 27,954,635	\$ 15,447,318	\$ 12,507,317
Changes for a Year:			
Service Cost	391,738	-	391,738
Interest	1,929,571	-	1,929,571
Differences Between Expected and Actual Experience	456,913	-	456,913
Changes of Assumptions	-	-	-
Changes of Benefit Terms	151,500	-	151,500
Contributions - Employer	-	1,203,549	(1,203,549)
Contributions - Employee	-	189,734	(189,734)
Net Investment Income	-	(492,727)	492,727
Benefit Payments, Including Refunds of Employee Contributions	(1,562,147)	(1,562,147)	-
Administrative Expense	-	(53,823)	53,823
Net Changes	1,367,575	(715,414)	2,082,989
Balances at April 30, 2020	\$ 29,322,210	\$ 14,731,904	\$ 14,590,306

Sensitivity of Net Pension Liability to changes in the Discount Rate:

	Current Discount		
	1% Decrease	Rate	1% Increase
	6.00%	7.00%	8.00%
Sponsor's Net Pension Liability	\$ 18,504,414	\$ 14,590,306	\$ 11,374,304

Pension Plan Fiduciary Net Position

Detailed information about the Pension Plan's Fiduciary Net Position is available in a separately issued Plan financial report.

GASB 68

PENSION EXPENSE AND DEFERRED OUTFLOWS OF RESOURCES AND DEFERRED INFLOWS OF RESOURCES RELATED TO PENSIONS
YEAR-END APRIL 30, 2020

For the year ended April 30, 2020, the Sponsor will recognize a pension expense of \$1,959,658.

On April 30, 2020, the Sponsor reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between actual and expected experience	512,824	331,706
Changes of assumptions	1,074,672	72,468
Net difference between projected and actual earnings on pension plan investments	1,169,424	0
Total	\$2,756,920	\$404,174

Amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year-ended April 30:

2021	\$479,638
2022	\$671,709
2023	\$536,875
2024	\$588,372
2025	\$76,152
Thereafter	\$0

COMPONENTS OF PENSION EXPENSE
YEAR-END APRIL 30, 2020

	Net Pension Liability	Deferred Inflows	Deferred Outflows	Pension Expense
Beginning Balance	\$ 12,507,317	\$ 850,906	\$ 1,876,772	
Total Pension Liability Factors:				
Service Cost	391,738	-	-	391,738
Interest	1,929,571	-	-	1,929,571
Changes in Benefit Terms	151,500	-	-	151,500
Differences Between Expected and Actual Experience With Regard to Economic or Demographic Assumptions				
Current Year Amortization	456,913	-	456,913	-
Changes in Assumptions About Future Economic or Demographic Factors or Other Inputs	-	-	-	-
Current Year Amortization	-	(24,156)	(371,381)	347,225
Benefit Payments, Including Refunds of Employee Contributions	(1,562,147)	-	-	-
Net Change	1,367,575	(228,617)	(23,637)	2,724,742
Plan Fiduciary Net Position:				
Contributions - Employer	1,203,549	-	-	-
Contributions - Employee	189,734	-	-	(189,734)
Projected Net Investment Income	1,073,518	-	-	(1,073,518)
Difference Between Projected and Actual Earnings on Pension Plan Investments				
Current Year Amortization	(1,566,245)	-	1,566,245	-
Benefit Payments, Including Refunds of Employee Contributions	-	(97,793)	(542,138)	444,345
Administrative Expenses	(1,562,147)	-	-	-
Administrative Expenses	(53,823)	-	-	53,823
Net Change	(715,414)	(97,793)	1,024,107	(765,084)
Ending Balance	\$ 14,590,306	\$ 524,496	\$ 2,877,242	\$ 1,959,658

AMORTIZATION SCHEDULE – EXPERIENCE

Increase (Decrease) in Pension Expense Arising from the Recognition of the Effects of Differences between Expected and Actual Experience

Year Base Established	Differences Between Expected and Actual Experience	Recognition Period (Years)	2020	2021	2022	2023	2024	Thereafter
2020	\$ 456,913	6	\$ 76,153	\$ 76,152	\$ 76,152	\$ 76,152	\$ 76,152	\$ 76,152
2019	\$ 198,098	6	\$ 33,016	\$ 33,016	\$ 33,016	\$ 33,016	\$ 33,016	\$ -
2018	\$ (237,546)	6	\$ (39,591)	\$ (39,591)	\$ (39,591)	\$ (39,591)	\$ -	\$ -
2017	\$ (288,377)	6	\$ (48,063)	\$ (48,063)	\$ (48,063)	\$ -	\$ -	\$ -
2016	\$ (700,839)	6	\$ (116,807)	\$ (116,807)	\$ -	\$ -	\$ -	\$ -
Net Increase (Decrease) in Pension Expense			(95,292)	(95,293)	21,514	69,577	109,168	76,152

AMORTIZATION SCHEDULE -- CHANGES OF ASSUMPTIONS

Increase (Decrease) in Pension Expense Arising from the Recognition of the Effects of Changes of Assumptions

Year Base Established	Effects of Changes in Assumptions	Recognition Period (Years)	2020	2021	2022	2023	2024	Thereafter
2019	\$ 995,731	6	\$ 165,955	\$ 165,955	\$ 165,955	\$ 165,955	\$ 165,955	\$ -
2018	\$ (144,934)	6	\$ (24,156)	\$ (24,156)	\$ (24,156)	\$ (24,156)	\$ -	\$ -
2017	\$ 1,232,558	6	\$ 205,426	\$ 205,426	\$ 205,426	\$ -	\$ -	\$ -
Net Increase (Decrease) in Pension Expense			\$ 347,225	\$ 347,225	\$ 347,225	\$ 141,799	\$ 165,955	\$ -

AMORTIZATION SCHEDULE – INVESTMENTS

Increase (Decrease) in Pension Expense Arising from the Recognition of the Differences Between Projected and Actual Earnings on Pension Plan Investments

Year Base Established	Differences		Increase (Decrease) in Pension Expense Arising from the Recognition of the Differences Between Projected and Actual Earnings on Pension Plan Investments						
	Between Projected and Actual Earnings	Recognition Period (Years)	2020	2021	2022	2023	2024	Thereafter	
2020	\$ 1,566,245	5	\$ 313,249	\$ 313,249	\$ 313,249	\$ 313,249	\$ 313,249	\$ -	
2019	\$ 61,249	5	\$ 12,250	\$ 12,250	\$ 12,250	\$ 12,250	\$ -	\$ -	
2018	\$ (112,647)	5	\$ (22,529)	\$ (22,529)	\$ (22,529)	\$ -	\$ -	\$ -	
2017	\$ (376,318)	5	\$ (75,264)	\$ (75,264)	\$ -	\$ -	\$ -	\$ -	
2016	\$ 1,083,193	5	\$ 216,639	\$ -	\$ -	\$ -	\$ -	\$ -	
Net Increase (Decrease) in Pension Expense			\$ 444,345	\$ 227,706	\$ 302,970	\$ 325,499	\$ 313,249	\$ -	

SCHEDULE OF CONTRIBUTIONS

Plan Year-End	Actuarially Determined Contribution	Contributions in Relation to the Actuarially Determined Contributions	Contribution Deficiency (Excess)	Covered Payroll	Contributions as a Percentage of Covered Payroll
04/30/2020	1,203,549	1,203,549	-	1,796,150	67.01%
04/30/2019	1,042,388	1,046,893	(4,505)	1,913,718	54.70%

The following assumptions were used to determine the Actuarially Determined Contribution for the plan year ending April 30, 2020:

Calculation Timing The Actuarially Determined Contribution is calculated using a May 1, 2019 valuation date.

Interest Rate 7.00%

Mortality Rate
Active Lives:
 PubS-2010 Employee mortality, projected 5 years past the valuation date with Scale MP-2018. 10% of active deaths are assumed to be in the line of duty.

Inactive Lives:
 PubS-2010 Healthy Retiree mortality, projected 5 years past the valuation date with Scale MP-2018.

Beneficiaries:
 PubS-2010 Survivor mortality, projected 5 years past the valuation date with Scale MP-2018.

Disabled Lives:
 PubS-2010 Disabled mortality, projected 5 years past the valuation date with Scale MP-2018.

Assumptions All other assumptions and methods used for determining the Actuarially Determined Contribution can be found in the May 1, 2019 Actuarial Valuation Report for the Village of La Grange Park Police Pension Fund prepared by Foster & Foster.

SCHEDULE OF INVESTMENT RETURNS

For the year ended April 30, 2020, the annual money-weighted return on Pension Plan investments, net of pension plan investment expense, was -3.19 percent. The money-weighted rate of return expresses investment performance, net of investment expense, adjusted for the changing amounts actually invested.

<u>Plan Year-End</u>	<u>Annual Money-Weighted Rate of Return Net of Investment Expense</u>
04/30/2020	-3.19%
04/30/2019	6.60%

GASB 67/68

ASSUMPTIONS – GASB PENSION LIABILITY AND PENSION EXPENSE

The GASB 67/GASB 68 Pension Liability as of April 30, 2020 and GASB 68 Pension Expense were determined as follows:

Valuation Date	May 1, 2020
Measurement Date	April 30, 2020
GASB 68 Expense Measurement Period	May 1, 2019 - April 30, 2020
Reporting Period	May 1, 2019 - April 30, 2020
Discount Rate	7.00%
Inflation	2.50%
Salary Increases	Service-based rates
Other Assumptions	A summary of complete assumptions can be found in the accompanying Actuarial Valuation as of May 1, 2020 for the Village of La Grange Park Police Pension Fund prepared by Foster & Foster Actuaries and Consultants.

NOTES TO THE FINANCIAL STATEMENTS

Support for Long-Term Expected Rate of Return

The Long-Term Expected Rate of Return on Pension Plan investments can be determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of Pension Plan investment expenses and inflation) are developed for each major asset class.

These ranges are combined to produce the Long-Term Expected Rate of Return by weighting the expected future real rates of return by target asset allocation percentage and by adding expected inflation.

Best estimates of geometric real rates of return for each major asset class included in the Pension Plan’s target asset allocation adopted as of April 30, 2020, as provided by Morgan Stanley, are summarized in the following table:

Asset Class	Target Allocation	Long Term Expected Real Rate of Return
Equity	65.00%	6.70%
Fixed Income	35.00%	3.70%
Total	100.00%	

Inflation rate of investment advisor 1.10%

Concentrations

The Plan did not hold investments in any one organization that represent 5 percent or more of the Pension Plan’s fiduciary net position.

Discount Rate

The Discount Rate used to measure the Total Pension Liability was 7.00 percent.

The projection of cash flows used to determine the Discount Rate assumed that Plan Member contributions will be made at the current contribution rate and that Sponsor contributions will be made at rates equal to the difference between actuarially determined contribution rates and the Member rate. Based on those assumptions, the Pension Plan’s Fiduciary Net Position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the Long-Term Expected Rate of Return on Pension Plan investments (7.00 percent) was applied to all periods of projected benefit payments to determine the Total Pension Liability.

For the purpose of this valuation, the expected rate of return on pension plan investments is 7.00 percent. The municipal bond rate is 2.85 percent (based on the daily rate closest to, but not later than the measurement date of the S&P Municipal Bond 20 Year High Grade Rate Index). The resulting single discount rate is 7.00 percent.

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.
- c.) One retired member of the Police Department elected by the Membership.

Benefits Provided

The Plan provides retirement, termination, disability and death benefits.

A summary of the benefit provisions can be found in the accompanying Actuarial Valuation as of May 1, 2020 for the Village of La Grange Park Police Pension Fund prepared by Foster & Foster.

The valuation reflects benefit changes noted on the page “Changes Since Prior Valuation”.

Building & Zoning Committee Divider

Jamie Zaura, Chairwoman

Scott Mesick

Mike Sheehan

Village Board Agenda Memo

Date: September 8, 2020

To: President & Board of Trustees

From: Emily Rodman, Assistant Village Manager 

Julia Cedillo, Village Manager 

RE: **16 W. Woodlawn Zoning Variation Request**

GENERAL BACKGROUND

On July 21, 2020, the Planning & Zoning Commission conducted a public hearing to consider Zoning Application No. 2020-01 filed by Michael and Andrianna Peterson. The application requests the following variations:

- a. A variation from Section 153.117 of the Municipal Code, Table 7-2 to increase the maximum building coverage from 30% to 32.22%; and,
- b. A variation from Section 153.117 of the Municipal Code, Table 7-2 to increase the maximum impervious surface coverage from 50% to 51.32%; and,
- c. A variation from Section 153.194 of the Municipal Code, Table 12-1 to increase the permitted front setback encroachment for an open front porch from 5' to 10.3' and for steps from 10' to 15.3'; and,
- d. A variation from Section 153.117 of the Municipal Code, Table 7-2 to reduce the required interior yard setback from the east property line from 5.85' to 5'.

The Planning and Zoning Commission accepted testimony and evidence into the record. Upon conclusion of the testimony and discussion, the Planning and Zoning Commission determined that the application met the standards for variations and recommended that the Village Board grant the above noted variations.

MOTION/ACTION REQUESTED

This item is for both discussion and action.

Motion to Approve an Ordinance Granting Certain Variations for 16 W. Woodlawn (Public Hearing No. 2020-01)

RECOMMENDATION

The Planning and Zoning Commission on a vote of 6 "AYES" and 0 "NAYS" has recommended the zoning application be approved.

DOCUMENTATION

- Ordinance Amending the La Grange Park Zoning Code as Amended/Findings of Fact
- Transcript of the public hearing for Zoning Application No. 2020-01
- Zoning application (previously distributed)

ORDINANCE NO. 1132

AN ORDINANCE GRANTING CERTAIN VARIATIONS FOR 16 W. WOODLAWN (PUBLIC HEARING NO. 2020-01)

WHEREAS, on or about June 6, 2020, Michael and Andrianna Peterson filed an application for variations (“Application”) to extend an open front porch and replace and rear deck on property known as 16 W. Woodlawn (“Subject Property”); and

WHEREAS, a public hearing was held before the Planning and Zoning Commission of the Village of La Grange Park, Illinois, on July 21, 2020, pursuant to notice and publication as required by law; and

WHEREAS, upon conclusion of the public hearing the Planning and Zoning Commission recommended the Village Board of Trustees grant the following variations: (1) To increase the required front setback encroachment for a front porch and the required front setback encroachment for steps; and (2) To exceed the maximum permissible building coverage of 30%; and (3) To exceed the maximum permissible impervious surface coverage of 50%; and (4) To decrease the required interior side yard setback from 5.8’ to 5’ along the east Subject Property line, as requested in the Application, based upon certain Findings of Fact, true and correct copies of which are attached to this Ordinance; and

WHEREAS, the Board of Trustees of the Village of La Grange Park has reviewed the Application, public notice and Findings of Fact, and have publicly discussed this application at a Village Board Meeting on September 8, 2020, and

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of La Grange Park, Cook County, Illinois as follows:

SECTION 1: That the following variations are hereby granted:

- a. A variation from Section 153.117 of the Municipal Code, Table 7-2 to increase the maximum building coverage from 30% to 32.22%; and,
- b. A variation from Section 153.117 of the Municipal Code, Table 7-2 to increase the maximum impervious surface coverage from 50% to 51.32%; and,
- c. A variation from Section 153.194 of the Municipal Code, Table 12-1 to increase the permitted front setback encroachment for an open front porch from 5’ to 10.3’ and for steps from 10’ to 15.3’; and,
- d. A variation from Section 153.117 of the Municipal Code, Table 7-2 to reduce the required interior yard setback from the east property line from 5.85’ to 5’.

SECTION 2: The property that is the subject of the variations granted in Section 1 of this Ordinance is commonly known as 16 W. Woodlawn and is legally described as follows:

LOT 1 IN GLASNER RESUBDIVISION BEING A SUBDIVISION OF LOTS 15 AND 16 IN BLOCK 1 IN RICHMOND’S ADDITION TO LAGRANGE, BEING A SUBDIVISION IN SECTION 33, TOWNSHIP 39 NORTH, RANGE 12 EAST OF

THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF
RECORDED MARCH 18, 1987 AS DOCUMENT 87146542, IN COOK COUNTY,
ILLINOIS.

SECTION 3: That all necessary permits may be issued by the Village of La Grange Park, subject to further compliance with this Ordinance and all other applicable Village Ordinances and Codes.

SECTION 4: That this Ordinance shall become effective and shall be in full force and effect from and after its passage in the manner provided by law.

ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES of the Village of La Grange Park, Cook County, Illinois, this 8th day of September, 2020.

James L. Discipio, Village President
Village of La Grange Park

ATTEST: _____
Meghan Kooi, Village Clerk
Village of La Grange Park

Vote taken by the Board of Trustees on passage of the above ordinance:

AYES:

NOS:

CERTIFIED TO BE CORRECT:

Village Clerk

FINDINGS OF FACT
VILLAGE OF LA GRANGE PARK PLANNING AND ZONING COMMISSION
16 W. WOODLAWN
CASE NO. 2020-01

WHEREAS, Michael and Andrianna Peterson “Applicants,” on or about June 16, 2020, filed an Application for a Variation to seek approval to extend an open front porch and replace and rear deck on property known as 16 W. Woodlawn (“Subject Property”); and

WHEREAS, the Applicants are requesting the following variations: (1) To increase the required front setback encroachment for a front porch and the required front setback encroachment for steps; (2) To exceed the maximum permissible building coverage of 30%; (3) To exceed the maximum permissible impervious surface coverage of 50%; and (4) To decrease the required interior side yard setback from 5.8’ to 5’ along the east Subject Property line, and

WHEREAS, a public hearing was held before the Planning and Zoning Commission of the Village of La Grange Park, Illinois, on July 21, 2020, pursuant to notice and publication as required by law; and

WHEREAS, the public hearing was opened on July 21, 2020, and pursuant to a unanimous vote of the Planning and Zoning Commission on July 21, 2020, the public hearing was concluded; and

WHEREAS, based upon documentary evidence and testimony presented by the Applicants and members of the public, the Planning and Zoning Commission makes the following Summary of Facts, and pursuant to Section 153.057(F) of the La Grange Park Zoning Code, makes the following Findings of Fact:

SUMMARY OF FACTS

The Subject Property is located at 16 W. Woodlawn. The Subject Property is zoned R-1 Single Family and is improved with a single-family home and detached garage. The Subject Property is legal non-conforming with regard to the building coverage, impervious surface coverage, front building setback, front setback encroachment, and interior side setback (east Subject Property line). The existing detached garage is legal non-conforming with regard to the rear yard setback. The existing driveway is also legal non-conforming as it is located within one foot of the west Subject Property line.

The Applicants are requesting to extend an existing front porch and to replace an existing rear yard deck with a smaller deck. In order to accommodate the front porch extension, the Applicants also intend to remove a portion of the existing

Applicants are seeking to bring the Subject Property into closer compliance with the Zoning Code by reducing the impervious surface coverage and building coverage and by bringing the driveway into compliance with the required driveway setback.

3. The variation, if granted, will not alter the essential character of the locality.

The Applicants are seeking to replace the existing open front porch with a porch that more closely resembles that of the original home. The proposed porch is similar in a size and style to many other open front porches in the community. The porch has been designed to enhance the aesthetics of the home. The proposed rear yard deck will not be visible from the street. The deck will maintain the same setback as the existing deck, while being reduced in size.

Regarding the request for the variation outlined above, the Planning and Zoning Commission voted as follows:

AYES: Bartholomai, Boyd, Domagalski, Lampert, Lee, Studwell, Ventura

NAYS: None

ABSENT:

RESPECTFULLY SUBMITTED this 26th day of August, 2020.

**VILLAGE OF LA GRANGE PARK
PLANNING AND ZONING COMMISSION**

By: _____



BEFORE THE VILLAGE OF LA GRANGE PARK
PLANNING & ZONING COMMISSION

In Re the Matter of:)
)
Application for Consideration for) No. 2020-01
Zoning Variations for the Property)
located at 16 W. Woodlawn Avenue,)
LaGrange Park, IL 60526)
_____)

REPORT OF PROCEEDINGS

July 21, 2020

7:00 p.m.

REPORT OF PROCEEDINGS had and testimony taken via videoconference, at the public hearing of the above-entitled cause, before the VILLAGE OF LA GRANGE PARK PLANNING & ZONING COMMISSION, held at the LaGrange Park Village Hall, 447 North Catherine, LaGrange Park, Illinois.

Reported by: Pamela L. Cosentino, CSR

License No.: 084-003601

1 A P P E A R A N C E S: (VIA ZOOM)

2 ERIC BOYD, Chairman

WILLIAM LAMPERT, Member

3 CHRISTOPHER STUDWELL, Member

CAROLINE DOMAGALSKI, Member

4 JIM LEE, Member

ROBERT BARTHOLOMAI, Member

5 MAUREEN VENTURA, Member

6

ALSO PRESENT:

7

EMILY RODMAN, Assistant Village Manager

8 CATHLEEN M. KEATING, Village Attorney (In-person)

SANDY BAKALICH, Village Secretary (In-person)

9 MEGHAN M. KOOI, Village Clerk

MS. JULIA CEDILLO, Village Manager

10 DEAN MAGGOS, Director of Building & Fire(In-person)

11 ANDRIANNA PETERSON, Petitioner

12 ERICA WILSON, Architect (ALA Architect)

13 DENNIS MORAN

14 DEBBIE TRACEY

15 PATRICK BOYLE

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1 CHAIRMAN BOYD: On the agenda is the Public Hearing
2 Number 2020-01, to Consider an Application for Zoning
3 Variations for Property Located at 16 West Woodlawn
4 Avenue, LaGrange Park, Illinois 60526.

5 The purpose of the public hearing is to allow
6 petitioner to make its case and for the Board to,
7 thereafter, consider the petition. The way we'll work
8 is that we'll have the petitioner begin. We'll have
9 staff make any comments that they would like to. If
10 there's any public comments, we'll hear those as well.
11 And then once the Board is satisfied that we've heard
12 everything we need to hear, we will adjourn the public
13 hearing and then deliberate on the application and make
14 a decision tonight. So that's our process.

15 Let's begin by having the court reporter
16 swear in -- if you're hear to testify or present any
17 evidence tonight, please raise your right hand and have
18 the court reporter swear you in.

19 Madam Court Reporter?

20 (Andrianna Peterson, Erica Wilson,
21 and Emily Rodman duly sworn.)

22 MS. PETERSON: Erica Wilson might be answering any
23 questions.

24 MS. KEATING: Did she get herself sworn in right

1 now?

2 MS. WILSON: Yes.

3 CHAIRMAN BOYD: I would like to suggest, if you're
4 not speaking, you should put yourself on mute at this
5 point in time so we don't have the interference. Thank
6 you.

7 So what I forgot to do is to read the Public Notice
8 into the record. I'll do that now.

9 "Notice is hereby given that on July 21,
10 2020, a public hearing will be held before the Planning
11 & Zoning Commission of LaGrange Park, Illinois, in the
12 Village Hall at 447 North Catherine Avenue, at
13 7:00 p.m. or soon thereafter, for the purpose of
14 considering an application of zoning variations on
15 property zoned as R-1 Residential District located at
16 16 West Woodlawn, LaGrange Park, Illinois, and legally
17 described as," which I'm not going to read.

18 "The petitioners are Michael and Andrianna
19 Peterson. The petitioners are requesting variations
20 from the maximum permissible building coverage, the
21 maximum permissible impervious surface coverage, the
22 minimum front setback requirement, and the minimum
23 interior side yard setback to allow for the extension
24 of an open front porch and the replacement of a deck.

1 "The Application for Zoning Variation and
2 description of proposed use are available for
3 examination during normal office hours at the
4 LaGrange Park Village Hall, 447 North Catherine Avenue,
5 LaGrange Park, Illinois.

6 "All interested persons are invited and
7 welcome to attend the hearing. All persons interested
8 in providing testimony at the hearing are welcome to do
9 so."

10 I think we've gone through that. I explained
11 it a little bit.

12 Any questions before I ask the petitioner to
13 begin?

14 Yes, Ms. Rodman?

15 MS. RODMAN: I just wanted to mention that the
16 Commission should have received via e-mail earlier
17 today three e-mails/letters of public comment related
18 to this particular item on the agenda. All three were
19 neighbors of the petitioner.

20 So if we could just enter those into the
21 record as well for the public hearing. All three were
22 in support of the application.

23 CHAIRMAN BOYD: Thank you.

24 By the way, if we need a motion for that, I

1 will have those entered into the record.

2 Anything else before we begin?

3 Thank you.

4 So, Petitioner, I'm not sure who's going to
5 begin. But, Ms. Peterson, would you like to begin and
6 state your name, where you live, and we'll all go on
7 mute and listen to you.

8 MS. PETERSON: Thank you very much.

9 Good evening. My name is Andrianna Peterson.
10 I live at 16 West Woodlawn Avenue in LaGrange Park.
11 I'm here tonight with my husband Michael -- he's kind
12 of over here -- and my architect, Erica Wilson, from
13 ALA Architect.

14 I want to thank the LaGrange Park Planning &
15 Zoning Commission and the staff for considering our
16 variation request this evening.

17 Michael and I have lived in LaGrange Park for
18 14 years and are proud to say we've raised our son
19 here. Our home at 16 West Woodlawn was built in the
20 1880s, and we consider ourselves extremely fortunate to
21 live in it. Our home is one of the first homes in the
22 area and was located in the original Wesemann Farm
23 Settlement that eventually became part of LaGrange
24 Park. We love the historic neighborhood charm and

1 strong sense of community in LaGrange Park, which very
2 few towns truly have.

3 One strong part of that sense of community is
4 our front porches enjoyed by the original
5 turn-of-the-century owners of our home to provide a
6 welcoming space to entertain guests and escape the
7 heat. And now we are here, 140 years later, and going
8 into the future we want to continue to have those same
9 purposes and amenities.

10 At some point our original front porch was
11 reduced to a smaller version that does not provide for
12 the same benefits as it once had. And our porch is
13 also in need of replacement due to settlement and age
14 over the years.

15 We are proposing to rebuild the porch in a
16 manner more consistent with the original porch design
17 and similar to many other porches in our neighborhood.
18 The house features an original bay-style window that
19 would render the porch extension unusable at 3 feet
20 under the strict interpretation of the zoning code.
21 The additional 2.8 feet of porch depth will accommodate
22 the bay window and still make the area functional.

23 Our block is unique because there's only one
24 other house on the block in which to average the block

1 face. Most blocks in our area include ten or more
2 properties to average the allowable setback. My
3 neighbor's home is also of a design and age that is
4 atypical to the neighborhood and certainly typical as
5 compared to our home.

6 These factors create unique circumstances
7 that result in a hardship for our property. If we were
8 building that same porch on other blocks in the
9 immediate area, we believe that a front yard setback
10 variation may not even be required.

11 We understand the Village's concern about
12 flood control, and we'll be reducing the current
13 building coverage and impervious surface coverage by
14 removing a portion of the driveway and reducing the
15 size of the back deck, which also is in need of
16 replacement due to age.

17 In closing, we believe that the new front
18 porch will blend with the character of the neighborhood
19 and improve the historical context and authenticity of
20 our home. The Village's comprehensive plan encourages
21 renovation of older homes, and we believe that our
22 fully usable porch will enhance our property value and
23 those of our neighbors.

24 We thank you very much for your time and

1 consideration of our variation request and are
2 available to answer any questions that you may have.
3 Thank you.

4 CHAIRMAN BOYD: Thank you.

5 Do you have anyone else that you'd like to
6 speak on your behalf, including Ms. Wilson?

7 MS. PETERSON: Ms. Wilson is available to answer
8 any questions. I'm not sure that she had any prepared
9 comments.

10 CHAIRMAN BOYD: Very good. Thank you.

11 Is there anyone from the public who would
12 like to make any comments?

13 MR. MAGGOS: There's no one present in the Village
14 Board room to comment.

15 CHAIRMAN BOYD: Anyone else on the meeting that has
16 any comment they want to make besides the members or
17 committee? Anybody else?

18 Yes, Ms. Rodman?

19 MS. RODMAN: Yes. This is Emily Rodman for the
20 Village. The applicant did an excellent job of
21 summarizing their request and how they meet the
22 standards. But I would like to just add a few points
23 of detail just for the purpose of having it on the
24 record.

1 The specific variations that the applicant is
2 requesting, there are four total. The first is to
3 increase the required front setback encroachment for a
4 front porch from 5 feet to approximately 10 feet and
5 the required front setback encroachment from 10 feet to
6 15 feet.

7 The second variation is to exceed the maximum
8 permissible building coverage of 30 percent. So the
9 current building coverage is 34.26 percent. They are
10 proposing to reduce the building coverage to
11 32.22 percent. So it is a reduction, but because it is
12 over the 30 percent, the variation is still required.

13 The third variation is to exceed the maximum
14 permissible impervious surface coverage of 50 percent.
15 Again, they are proposing a reduction. Their current
16 impervious surface coverage is 51.38 percent and the
17 proposed is 51.32 percent, but, again, because it's
18 over the 50 percent, the variation is required.

19 And then the last variation is regarding
20 their anterior side setback, which would be their east
21 property line. They are looking to reduce that from
22 5.8 feet to 5 feet.

23 And, again, just for the record, I'll note
24 that currently the home and the existing rear yard deck

1 are 5 feet from the east property line. Because they
2 are looking to replace the deck, not only because the
3 deck is just aging and needs replacement, but also to
4 modify it so that they can accommodate the front porch
5 extension, they are hoping to maintain the same
6 alignment they have now with the deck and maintain that
7 existing 5-foot setback. So I just wanted to make sure
8 that we captured those.

9 Staff has reviewed all four variation
10 requests in detail, and we do agree that the
11 petitioner, we feel, meets the hardship standards. One
12 important thing to note, I'd just like to reiterate
13 what the petitioner said about their front setback,
14 they have a required front setback of 31-and-a-half
15 feet, which is a pretty significant setback and is much
16 larger than most homes of their style have.

17 So some of the other homes -- and the
18 petitioners did submit some pictures of those with
19 their application -- have front setbacks that are
20 closer to 20 to 25 feet. So because they are on a
21 block with only one other home and the other home was
22 built nearly a hundred years after their home, the way
23 that the code calculates a front setback results in
24 them being a much larger setback than is typical.

1 So staff would agree that if they were
2 located on a more typical block in the community, they
3 likely would not need these variations or they wouldn't
4 need them to the same degree that they're being
5 requested now.

6 I think that's all I have at this point in
7 time. So if there are any questions for staff, I'm
8 available to answer those.

9 CHAIRMAN BOYD: Thank you very much. I'm going to
10 make it simple. We certainly could jump around and ask
11 the board members if they have questions or comments.
12 I'm going to start, and we're going to do it by
13 seniority today to make this as easy as we can.

14 So that means, Mr. Lampert, you are up first,
15 if you have any questions for either the petitioner or
16 the staff.

17 MEMBER LAMPERT: As always, thank you,
18 Mr. Chairman. Certainly appreciate the opportunity to
19 start us off. I appreciate the applicants for coming
20 in or at least virtually coming in and presenting this
21 case.

22 Having driven by the house, it's also very
23 unique, as you mentioned, where you don't really have
24 neighbors. You do have neighbors, but the way that the

1 houses are oriented, it certainly makes your house very
2 unique in the village and certainly unique with your
3 block.

4 Seem to be tracking with all the variation
5 requests. Certainly understand the undue hardship
6 component. Obviously it would take away from the house
7 to remove that bay window. Obviously it would be nice
8 to have a front porch and certainly where you've got
9 some space to enjoy your front yard or at least seeing
10 your neighbors pass by. So understand how we've got to
11 try to accommodate that for you.

12 Mr. Chairman, I really don't see anything
13 unusual or at least nothing in any of the variation
14 requests that I can't support. So I don't really have
15 any questions. Thank you for explaining everything,
16 Emily. And nothing further.

17 Thank you, Mr. Chairman.

18 CHAIRMAN BOYD: Thank you so much.

19 Mr. Studwell, you're next.

20 MEMBER STUDWELL: Okay. Well, I actually know this
21 house fairly well because 14 years ago, when I was
22 looking to move my family to LaGrange Park, it was one
23 of the candidates for me to look through. I agree with
24 you, it is a beautiful old home.

1 And with regard to restoring a front porch,
2 it just seems natural for this type of a house,
3 especially in LaGrange Park, to have something along
4 that line. It certainly wouldn't do well with a
5 smaller porch or reduced setback to get people through
6 there, even a wheelchair or something else along that
7 line. Although we don't have to worry about ADA
8 requirements, certainly anybody visiting the home that
9 have an occasion to use something along that line might
10 be restricted otherwise.

11 One of the nice things is hearing about the
12 restoration of porches and using a dimension on the
13 porch that makes it usable instead of what I call today
14 is these Disneyland Main Street type of porches where
15 it's almost more of an ode to a porch rather than a
16 usable porch, and we enjoyed a nice front porch on our
17 house and wouldn't want to deny that for anybody.

18 So in keeping with that, the hardship I
19 completely understand. Keeping the character of the
20 house, and keeping with the neighborhood, it not
21 causing any harm to anybody else, I think along the
22 line of impermeable surfaces and everything else that
23 goes into the technical evaluation of something along
24 this line, you certainly are not increasing or putting

1 off some other conditions on somebody else.

2 So I don't see any reason at all why I
3 wouldn't vote in favor of all four variances being
4 requested. So thank you for that opportunity to
5 comment on your beautiful home.

6 CHAIRMAN BOYD: Thank you, Mr. Studwell.

7 Ms. Domagalski, you're next.

8 MEMBER DOMAGALSKI: Okay. I would just second what
9 everyone has said so far. It is a lovely home. And I
10 absolutely appreciate the fact that you're trying to do
11 not just an addition but a restoration.

12 And I just thought, for the purposes of the
13 record, it might be helpful, I appreciated that there
14 was a sandboard map from 1895 included in these
15 materials, and I thought it might be beneficial for you
16 to explain what that is and how that supports the case
17 for restoring the porch.

18 MS. PETERSON: Certainly. I'd be happy to. And I
19 might ask Erica Wilson to help me out, if I'm not quite
20 right, because she is a historic preservation architect
21 and she is on a historic preservation commission in
22 Woodstock, so she probably knows better than me.

23 But the sandboard maps I believe were used
24 for fire insurance purposes back in the turn of the

1 century and someone would physically come out and
2 actually draw those maps. And when I was researching
3 the history of this home when we purchased it at the
4 LaGrange Historical Society, we also went to the
5 library and received a copy of the sandboard map. I
6 always thought it was fascinating to be able to look at
7 kind of a snapshot in time when there wasn't a lot of
8 photographs that can show which houses were actually
9 built at that time, what they looked like, how big
10 their porches were, that kind of information.

11 So, Erica, I'm not sure if I'm stating
12 anything incorrectly there?

13 MS. WILSON: No. You got it just right. That's
14 exactly what they were for, fire insurance maps. I
15 believe they are every ten years that they were done
16 and they kind of allow us to see a snapshot as how
17 towns evolve during those time periods.

18 MEMBER DOMAGALSKI: And I just think it's fantastic
19 that you have that documentation and can back up the
20 appropriateness of what you're proposing.

21 I live in a similarly aged house which has a
22 big deep front porch, and particularly these days when
23 you're safer outside, it's been nice to have a place to
24 sit and chat and, you know, feel like you're doing so

1 safely. So over and above the regular basket of just
2 having a nice deep open porch on an older house.

3 So I support what you're trying to do here,
4 and I believe it meets all the standards. So that's
5 what I would say at this point.

6 CHAIRMAN BOYD: Mr. Lee?

7 MEMBER LEE: At the risk of sounding repetitive, I
8 think it looks beautiful. It definitely enhances the
9 value. I think that it meshes well with the rest of
10 the community. The pictures you provided were
11 certainly helpful. Those are the things that we're
12 used to seeing. And I also love the fact that it
13 brings people to the front, which also kind of creates
14 more of that sense of community, which is something
15 that I think our code encourages people to do. And,
16 you know, you get the added bonus of the reduced
17 building coverage, which I think is good. I'm glad you
18 made the effort to do that.

19 I do find that front setback to be unusual,
20 as Ms. Rodman alluded to before, and even though
21 there's some encroachment on that, I think it still
22 meets our vision of what the community should look
23 like.

24 So, to me, these variations are allowed, so

1 I'm in support.

2 CHAIRMAN BOYD: Thank you, Mr. Lee.

3 Mr. Bartholomai?

4 MEMBER BARTHOLOMAI: Yes. Thank you for working
5 with the Village and a special architect trying to make
6 that change to your home and maintaining the character
7 and maybe even restoring the character of the home. It
8 certainly seems like it's a unique home; it doesn't
9 really fit well under our zoning code, at least not
10 this parcel of land that it sits on, and that's why we
11 have a zoning board.

12 You're already legally nonconforming on, I
13 think, four variations. But I appreciate that you're
14 working really hard to address those and minimize it as
15 much as you can, even if it's just minimally. And I'm
16 including the impervious surface coverage, which, to
17 me, in LaGrange Park, that's probably our biggest
18 issue. So you're reducing that, and I appreciate it.

19 I also went back to the comprehensive plan,
20 pulled that out, and it does state that we want to
21 identify and encourage the preservation of historic
22 buildings, and with an 1887 home such as yours, I think
23 it's a perfect vehicle to do this. So I certainly
24 don't have any issues with what you're trying to

1 accomplish here.

2 CHAIRMAN BOYD: Thank you.

3 And, Ms. Ventura, do you have any questions
4 for staff or the applicant?

5 MEMBER VENTURA: I will note on the record that,
6 although it was already a nonconforming property, the
7 proposed changes are same or similar or with the
8 exception of the front porch encroachment setback,
9 actually are a reduction from the current nonconforming
10 use, and with regard to the front porch encroachment,
11 as we discussed, the hardship standard has clearly been
12 met here, and this is a very unique property.

13 CHAIRMAN BOYD: I would just note, as the chairman,
14 that it is unique, and I said before, that's why we
15 have a zoning board, to consider the uniqueness, unique
16 circumstances.

17 I have a couple quick questions, though,
18 about the property. Going back to the sandboard map,
19 first off, I really -- it just doesn't -- I can't tell
20 if that configuration on this map is what it looks like
21 today. It doesn't look like that. Was that side room
22 to the east added later on?

23 That's directed to the petitioner.

24 MS. PETERSON: Yes. So the sandboard map is

1 showing a wrap-around porch that was original to the
2 east that was before in a side addition, an enclosed
3 porch addition, was added to the home looking at it
4 now. That addition, we think, was put on the house in
5 the early 1900s. So it's a very old addition. It's
6 not an addition that we put on the home. We don't know
7 exactly when that addition was placed, nor do we know
8 when that porch was removed and the smaller porch was
9 added.

10 We have an older picture that's probably from
11 the '70s that's showing the porch in its current
12 configuration. So what kind of happened in between
13 those several decades there, we're not exactly sure.

14 CHAIRMAN BOYD: Have you or your husband, since
15 living there, asked for any other zoning variations
16 from this committee?

17 MS. PETERSON: No, we have not.

18 CHAIRMAN BOYD: That's all I wanted to add to the
19 record.

20 Does the Board have any other questions for
21 the petitioner or staff? Any other comments from
22 anyone?

23 I'll entertain a motion to close the public
24 hearing, which means, of course, you can't consider any

1 additional thoughts or comments once we do that. So
2 does anyone who needs more information to make a
3 decision, speak now or forever hold your peace.

4 All right.

5 MEMBER STUDWELL: I'd like to make a motion to
6 close the public hearing.

7 CHAIRMAN BOYD: Second?

8 MEMBER DOMAGALSKI: Second.

9 CHAIRMAN BOYD: We're going to do a roll call vote
10 again.

11 Mr. Lampert?

12 MEMBER LAMPERT: Aye.

13 CHAIRMAN BOYD: Mr. Studwell?

14 MEMBER STUDWELL: Aye.

15 CHAIRMAN BOYD: Ms. Domagalski?

16 MEMBER DOMAGALSKI: Aye.

17 CHAIRMAN BOYD: Mr. Lee?

18 MEMBER LEE: Aye.

19 CHAIRMAN BOYD: Mr. Bartholomai?

20 MEMBER BARTHOLOMAI: Aye.

21 CHAIRMAN BOYD: Ms. Ventura?

22 MEMBER VENTURA: Aye.

23 CHAIRMAN BOYD: I vote "aye," too so it is
24 officially closed.

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(Which were all the proceedings
had in the above-entitled cause
on this date.)

1 STATE OF ILLINOIS)
) SS:
2 COUNTY OF C O O K)
3

4 I, PAMELA L. COSENTINO, being first duly
5 sworn on oath says that she is a court reporter doing
6 business in the City of Chicago; that she reported in
7 shorthand the proceedings given at the taking of said
8 meeting and that the foregoing is a true and correct
9 transcript of her shorthand notes so taken as
10 aforesaid and contains all the proceedings given at
11 said meeting.

12 IN TESTIMONY WHEREOF: I have hereunto set my
13 verified digital signature this 25th day of July,
14 2020.

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PAMELA L. COSENTINO, CSR



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A	<p>applicant 9:20 10:1 19:4 applicants 12:19 application 1:6 3:2,13 4:14 5:1 5:22 11:19 appreciate 12:18 12:19 15:10 18:13,18 appreciated 15:13 appropriateness 16:20 approximately 10:4 architect 2:12 2:12 6:12,13 15:20 18:5 area 6:22 7:22 8:1,9 asked 20:15 Assistant 2:7 attend 5:7 Attorney 2:8 atypical 8:4 authenticity 8:19 available 5:2 9:2 9:7 12:8 Avenue 1:7 3:4 4:12 5:4 6:10 average 7:24 8:2 aye 21:12,14,16 21:18,20,22,23</p>	<p>bay 7:22 13:7 bay-style 7:18 beautiful 13:24 15:5 17:8 behalf 9:6 believe 8:9,17,21 15:23 16:15 17:4 beneficial 15:15 benefits 7:12 better 15:22 big 16:9,22 biggest 18:17 bit 5:11 blend 8:18 block 7:23,24,24 11:21 12:2 13:3 blocks 8:1,8 board 3:6,11 9:14 12:11 18:11 19:15 20:20 bonus 17:16 BOYD 2:2 3:1 4:3 5:23 9:4,10 9:15 12:9 13:18 15:6 17:6 18:2 19:2 19:13 20:14,18 21:7,9,13,15 21:17,19,21,23 BOYLE 2:15 brings 17:13 building 2:10 4:20 8:8,13 10:8,9,10 17:17 buildings 18:22 built 6:19 11:22 16:9 business 23:6</p>	<p>C 2:1 23:2 calculates 11:23 call 14:13 21:9 candidates 13:23 captured 11:8 CAROLINE 2:3 case 3:6 12:21 15:16 Catherine 1:19 4:12 5:4 CATHLEEN 2:8 cause 1:17 22:2 causing 14:21 CEDILLO 2:9 century 16:1 certainly 8:4 12:10,18 13:1 13:2,5,8 14:4,8 14:24 15:18 17:11 18:8,23 chairman 2:2 3:1 4:3 5:23 9:4,10,15 12:9 12:18 13:12,17 13:18 15:6 17:6 18:2 19:2 19:13,13 20:14 20:18 21:7,9 21:13,15,17,19 21:21,23 change 18:6 changes 19:7 character 8:18 14:19 18:6,7 charm 6:24 chat 16:24 Chicago 23:6 CHRISTOPH... 2:3 circumstances 8:6 19:16 City 23:6 clearly 19:11</p>	<p>Clerk 2:9 close 20:23 21:6 closed 21:24 closer 11:20 closing 8:17 code 7:20 11:23 17:15 18:9 come 16:1 coming 12:19,20 comment 5:17 9:14,16 15:5 comments 3:9,10 9:9,12 12:11 20:21 21:1 commission 1:3 1:18 4:11 5:16 6:15 15:21 committee 9:17 20:16 community 7:1,3 12:2 17:10,14 17:22 compared 8:5 completely 14:19 component 13:6 comprehensive 8:20 18:19 concern 8:11 conditions 15:1 configuration 19:20 20:12 consider 3:2,7 6:20 19:15 20:24 consideration 1:6 9:1 considering 4:14 6:15 consistent 7:16 contains 23:10 context 8:19 continue 7:8 control 8:12</p>
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Village Board Agenda Memo

Date: September 8, 2020
To: President and Board of Trustees
From: Emily Rodman, Assistant Village Manager 
Julia Cedillo, Village Manager 
Re: **Temporary Use Permit – Four Leaf Clovers Garden Center
Fall Garden Center & Pumpkin Patch**

GENERAL BACKGROUND

In May of this year, Clover's Garden Center, LLC and Phillip's Flowers were granted a Temporary Use Permit to operate a temporary retail stand on the vacant property located at 531 N. La Grange Road. The property is owned by Phillip's Flowers and has remained vacant for over a decade. Clover's leased the property from Phillip's and operated their retail stand through the month of July.

Due to the success of the temporary retail stand, Clover's and Phillip's have submitted a Temporary Use Application for a temporary retail stand and pumpkin patch. The proposed use would be similar in size to the previous retail stand, occupying approximately 2,000 square feet. A 20' x 20' tent is proposed to provide shelter to the cashier and to shield certain products from inclement weather. The retail stand/pumpkin patch would operate from September 9, 2020 to November 5, 2020. A portion of that time would be dedicated to set up and removal of the use, so sales are anticipated to begin in mid-September and conclude no later than October 31, 2020.

Clover's is proposing to sell an array of seasonal products. These products would include fall plants (e.g. mums, flowering cabbage, kale), cornstalks, straw, pumpkins and specialty gourds. Initially, they anticipate their inventory would consist primarily of fall plants (80%), which would shift in the month of October to primarily pumpkins (80% - with the remainder being cornstalks, straw and fall plants). The proposed hours of operation are:

Monday – Saturday	10:00 a.m. – 6:00 p.m.
Sunday	10:00 a.m. – 5:00 p.m.

Additional details on the proposed retail stand/pumpkin patch are included in the attached application.

This use is regulated by Section 193.195 of the Zoning Code, which addresses Temporary Uses and Structures. Temporary Retail Stands are permitted in commercial districts without a restriction on duration, but are limited to 250 square feet. Pumpkin patches are also permitted in commercial districts without size restrictions. However, pumpkin patches are limited to 45 days and inventory that consists primarily of pumpkins and other holiday items.

RECOMMENDATION

As Clover’s and Phillip’s are requesting approval of a Temporary Use Permit for two temporary uses identified in the Zoning Code, staff recommends the Village Board consider the approvals separately.

Column one of the chart below summarizes how Clover’s will be permitted to proceed if the TUP is granted by the Village Board. Should the Village Board deny the TUP request, column two illustrates what is permitted under the Village Code via administrative approval.

	If TUP is Approved by Village Board	If TUP is Denied by Village Board <i>(What is Permitted by Village Code)</i>
Pumpkin Patch Size	2,000 SF	Unlimited
Temporary Retail Stand Size	2,000 SF	250 SF
Duration of Sales	57 days	45 days for pumpkin patch/ unlimited for retail stand
Tent Size/Duration	400 SF/57 days	No size limit/14 days
Permitted Inventory		
▪ Plants	Yes	Yes
▪ Cornstalks	Yes	Yes
▪ Straw	Yes	Yes
▪ Pumpkins	Yes	Yes (must be primary item for pumpkin patch)
▪ Gourds	Yes	Yes

MOTION/ACTION REQUESTED

This item is for both discussion and action.

Motion to approve a Temporary Use Permit for Four Leaf Clovers Garden Center to allow for the construction of a 400 square foot tent to be occupied on or after September 9, 2020 and to be removed no later than November 5, 2020.

Motion to approve a Temporary Use Permit for Four Leaf Clovers Garden Center to allow for the operation of a temporary retail stand approximately 2,000 square feet in size from September 9, 2020 through November 5, 2020.

DOCUMENTATION

- Temporary Use Permit Application with Attachments
- Email from Jill Hennessy- April 23, 2020



VILLAGE OF LA GRANGE PARK • ADMINISTRATION DEPARTMENT
 447 N. CATHERINE AVE, IL 60526 • PHONE (708) 354-0225 • FAX (708) 354-0241

APPLICATION TEMPORARY USE PERMIT

NAME OF APPLICANT(S): Four Leaf Clovers Garden Center - Jill Hennessy
 ADDRESS: 207 Woodlawn Ln
 CITY, STATE, ZIP: OAKBROOK IL 60523
 EMAIL: _____ PHONE: _____

NAME OF PROPERTY OWNER: 1512 LA LLC / PHILLIP'S FLOWERS
 ADDRESS: 529 N. GRANT ST
 CITY, STATE, ZIP: WESTMONT IL 60559
 EMAIL: _____ PHONE: _____

ADDRESS OF SUBJECT PROPERTY: 531 N. LAGRANGE ROAD
 CURRENT USE OF PROPERTY: VACANT

ZONING DISTRICT:

- | | | |
|---|---|--|
| <input type="checkbox"/> R-1 Residential | <input type="checkbox"/> R-4 Multi-Family Residential | <input type="checkbox"/> I Institutional |
| <input type="checkbox"/> R-1A Residential | <input type="checkbox"/> C-1 Commercial | <input type="checkbox"/> OS Open Space |
| <input type="checkbox"/> R-2 Two-Family Residential | <input checked="" type="checkbox"/> C-2 Commercial | |
| <input type="checkbox"/> R-3 Multi-Family Residential | <input type="checkbox"/> M-1 Manufacturing | |

The following temporary uses are permitted by the Zoning Code, subject to approval of a Temporary Use Permit. A \$25.00 application fee applies. Please identify the use for which you are applying:

- | | |
|--|---|
| <input type="checkbox"/> Arts and Crafts Show, Plant Show (Indoor/Outdoor) | <input type="checkbox"/> Sidewalk Sales |
| <input type="checkbox"/> Carnival/Circus | <input checked="" type="checkbox"/> Temporary Retail Stand (C-1, C-2, M-1, OS Districts only) |
| <input type="checkbox"/> Christmas Tree Sales Lot or Pumpkin Patch | <input type="checkbox"/> Temporary Contractor Trailer or Real Estate Model Unit |
| <input type="checkbox"/> Farmers Market | <input type="checkbox"/> Tent |
| <input type="checkbox"/> Little Free Library/Book Exchange Box | |

Temporary uses not specifically listed above require the specific approval of the Village Board. Such uses may be allowed in any zoning district, provided that such temporary use is consistent with the purpose and intent of the Zoning Code and zoning district in which it is located. A \$50.00 application fee applies.

Description of proposed temporary use (attached additional sheet if necessary):

I (We) hereby affirm that all of the above statements and the statements contained in any papers or plans submitted herewith are true to the best of my (our) knowledge. I (We) hereby acknowledge my (our) obligation to reimburse the Village of La Grange Park for all necessary and reasonable expenses incurred by the Village in the review and certification of any documents submitted in conjunction with this application.

Signature of Applicant: Jill C Hennessy Date: 8/29/20



VILLAGE OF LA GRANGE PARK • ADMINISTRATION DEPARTMENT
447 N. CATHERINE AVE, IL 60526 • PHONE (708) 354-0225 • FAX (708) 354-0241

Signature of Owner: Baxter W. Phillip Date: 8/31/20

**FOUR LEAF CLOVERS GARDEN CENTER LLC
JILL C. HENNESSY**

9/1/20 Date

Pay to the Order of Village of La Grange Park \$ 50.00
Fifty and ^{no}/₁₀₀'s Dollars

 Photo Safe Deposit Details on back



FIFTH THIRD BANK

For permit fees

Jill C. Hennessy MP

For Use By Dentist Office

N La Grange Rd

Sales area
wooden display tables
with flowers and pumpkins

Gate

Sales
tent
20'x20'

Phillip's

Village Market

Phillip's

Phillip's Flowers

Clovers Fall Garden &
Pumpkin Patch

Google

Phillip's

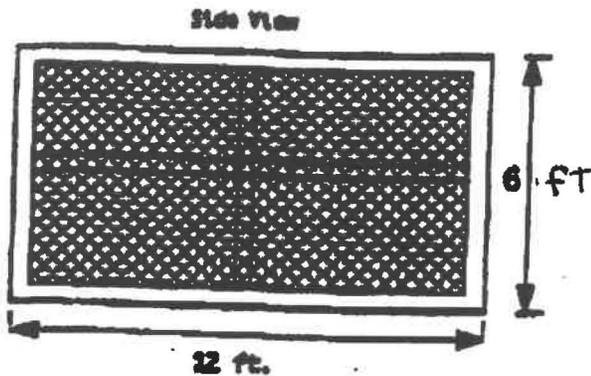
Proposed temporary banner for Clover's - 2.75' x 14.5'



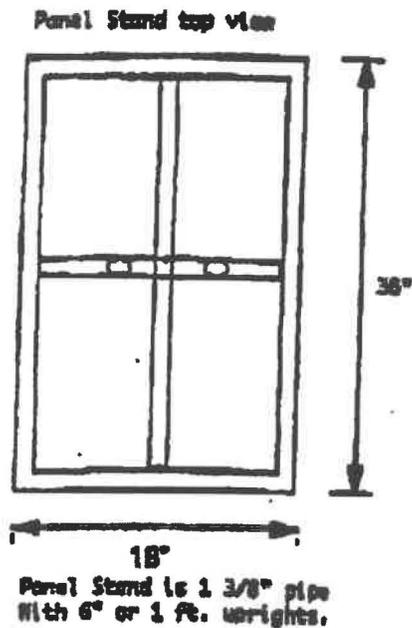
CLOVER'S GARDEN CENTER

FENCE DIAGRAM

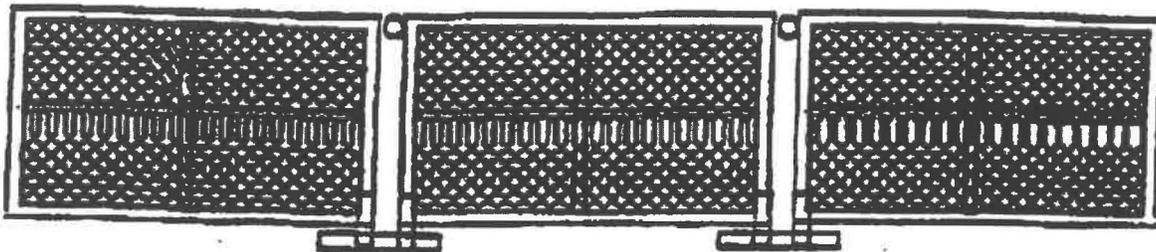
Panels



Panels are 6 feet high by 12 ft. long, made of 1.375" Pipe and fabricated with 11.5 gauge Chain Link.



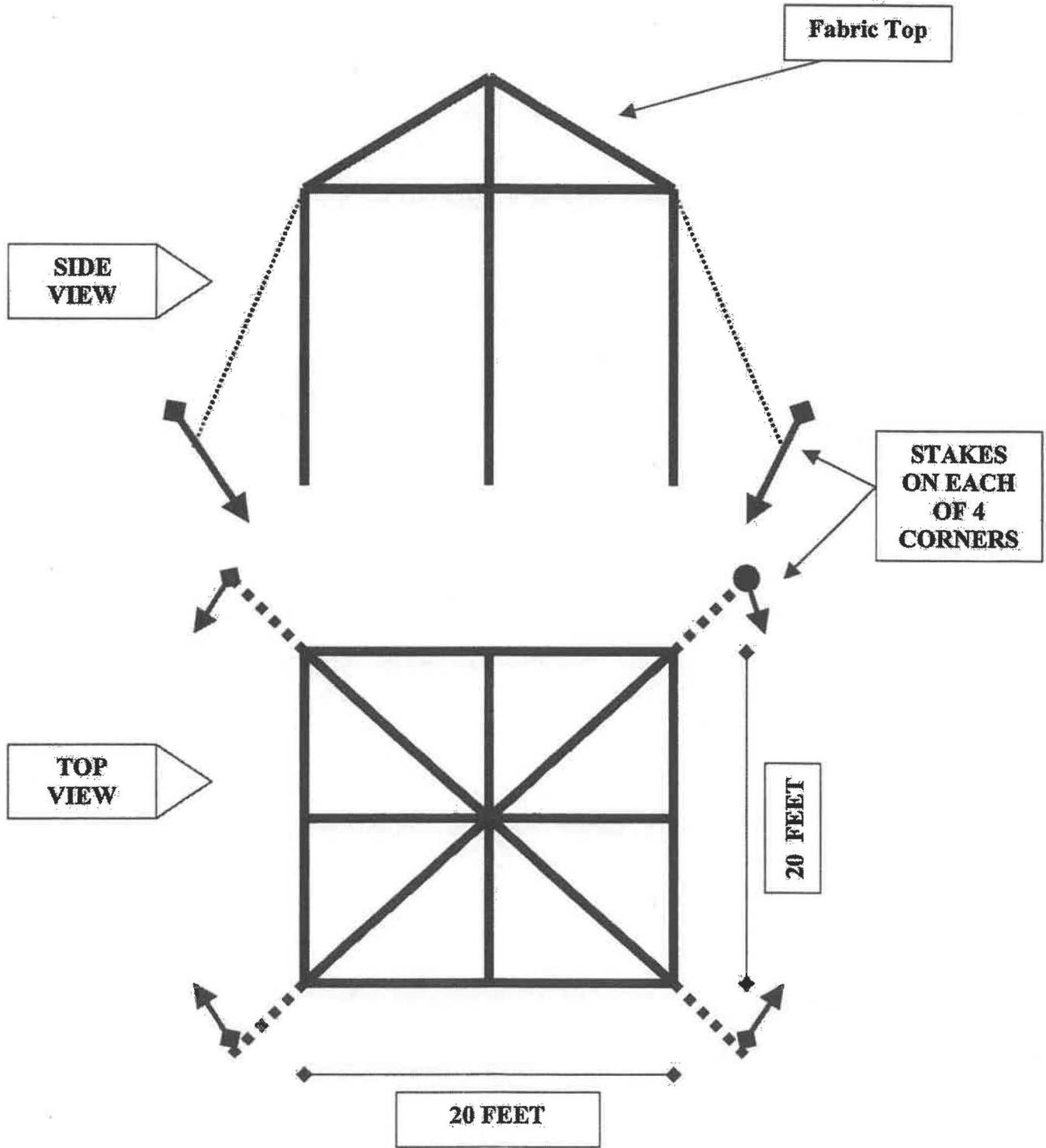
Panels are secured at the top by 1 3/8" Panel clamps



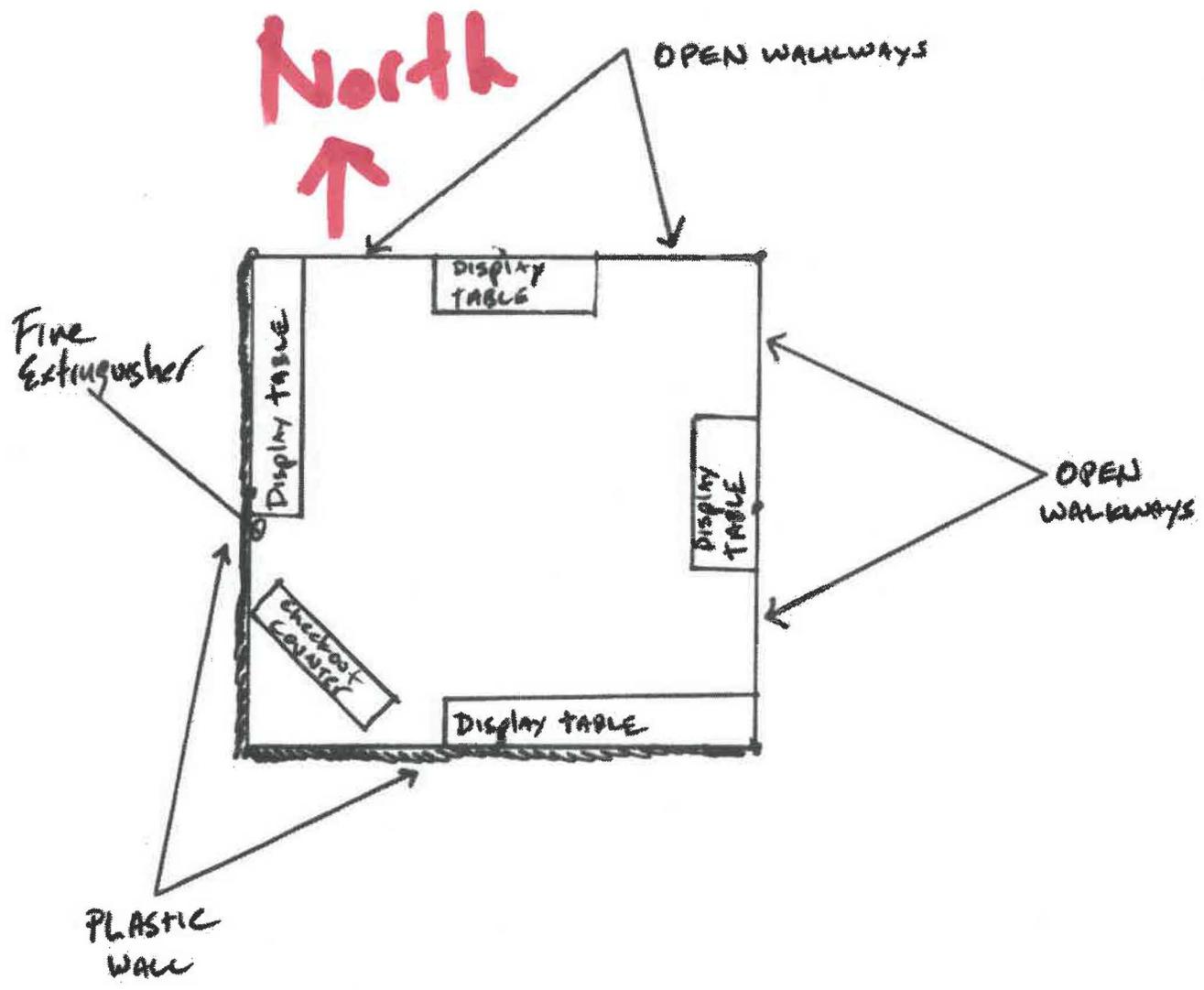
Panels are secured at the bottom by slipping them over the uprights on the stands

Each panel can be used as a gate by taking off the clamp. A 12' or 24' gate can be made at the time of installation.

TENT DIAGRAM



CLOVER'S GARDEN CENTER TENT - INTERIOR LAYOUT



Certificate of Flame Resistance

REGISTERED
APPLICATION
NUMBER

F31.02



ISSUED BY
Big Top Productions, Inc.

1639 Sheriden Road
North Chicago, IL 60064

MANUFACTURERS OF THE FINISHED
TENT PRODUCTS DESCRIBED HEREIN

Date Manufactured
5/06

614 Order Number

This is to certify that the materials described below are flame-retardant and inherently nonflammable

The articles described below are made from a flame-resistant fabric or material registered and approved by the State Fire Marshall for such use.

The articles described below are made from material that meets or surpasses NFPA-701 Large Scale Test requirements.

For:

CLOVERS GARDEN CENTER

Control # 109902

Description of item certified:
20' x 20' GREEN & WHITE TENT

**Flame Retardant Process Used Will Not Be Removed By
Washing And Is Effective For The Life Of The Fabric**

DURACOTE CORP.

Name of Applicator of Flame Resistant Finish

Signed: _____

Supervisor of Quality Control

CLOVER'S GARDEN CENTER

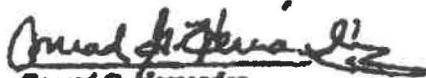
TENT WALL FLAME STATS

ASTM E 84

Standard Test Method for Surface Burning Characteristics of Building Materials¹

NFPA Classification ²	LOBC Classification ³	Flame Spread Index	Smoke Developed Index
A	I	0-25	≤ 450
B	II	26-75	≤ 450
C	III	76-300	≤ 450

ASTM E84 TEST		SUMMARY OF RESULTS		21 November 96
Klerk's Plastic Products Manufacturing Inc. Project 15381/976513-65		FLAME SPREAD INDEX ²	SMOKE DEVELOPED INDEX ³	
K-3 GREENE FILM 66 mil. LDPE W/EVA COPOLY RESIN		10	45	
K-18 GREENE FILM 64 mil. LDPE W/EVA COPOLY RESIN		10	80	
KOO-LITE GREENE FILM 6 mil. LDPE W/EVA COPOLY RESIN		15	85	
K-WHITE GREENE I FILM 6 mil. LDPE W/EVA COPOLY RESIN & TITANIUM DIOXIDE (WHITE PIGMENT)		5	80	


Conrad O. Hernandez
 Fire Test Engineer


William E. Fitch, P.E.
 Executive Vice President

¹ ASTM E 84-94 Standard Test Method for Surface Burning Characteristics of Building Materials.
² The use of supporting material of the combustibility of the test specimen may lower the flame spread index from that which might be obtained if the specimen were to be tested without such support, and the test results do not necessarily relate to sections obtained by testing structural wallboard without support.
³ This test method may not be appropriate for detecting appropriate surface burning behavior of some cellular plastic materials.
⁴ Testing of materials that melt, drip, or disintegrate to such a degree that the combustibility of the flame front is disrupted, or results in low flame spread indices that do not correlate directly to indices obtained by testing materials that remain in place.
² National Fire Protection Association, NFPA Handbook, 1994, 10th Edition, Chapter 10, 10-3.3.2.
³ Vertical Building Code 1994, Volume 1, Ch 10, 10.3.3.2 Interior Finish.



CERTIFICATE OF LIABILITY INSURANCE

CLOVE-1

OP ID: JD

DATE (MM/DD/YYYY)
05/04/2020

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

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

PRODUCER J.Krug & Associates, Inc. One Pierce Place Suite 1250W Itasca, IL 60143 Tom Krug, CIC	CONTACT NAME: J. Krug & Associates PHONE (A/C No, Ext): 847-818-7514 E-MAIL: certficatres@jkrug.com ADDRESS:	FAX (A/C No): 847-392-8137
	INSURER(S) AFFORDING COVERAGE	
INSURED Four Leaf Clovers Garden Center, LLC 207 Wood Glen Lane Oakbrook, IL 60523	INSURER A: Hartford Insurance Company	NAIC # 19682
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X	83SBANN4160	03/25/2020	03/25/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		83SBANN4160	03/25/2020	03/25/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		83SBANN4160	03/25/2020	03/25/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	83 WEC AF9BNU	04/19/2020	04/19/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

The following are added as additional insureds with respect to general liability as required by written contract: 1512 LG LLC, Phillip's Flowers, and their owners, officers, directors, employees, and agents

CERTIFICATE HOLDER**CANCELLATION**

1512LGL 1512 LG LLC Phillip's Flowers	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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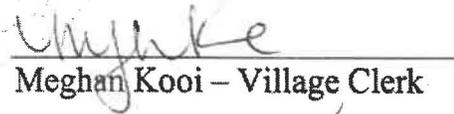
Village of La Grange Park Business License

Clovers Garden Center
531 N La Grange Road

License Number: LP2020-093

Expires: December 31, 2020


Dr. James Discipio – Village President


Meghan Kooi – Village Clerk

This license must be displayed in plain view at the business premises.
This license is not transferrable.

Emily Rodman

From: Jill Hennessy n>
Sent: Tuesday, September 01, 2020 4:45 PM
To: Emily Rodman
Cc: Jim Kuehnle
Subject: Four Leaf Clovers Pumpkin Patch

Good Afternoon Emily -

Pending approval at the upcoming board meeting on September 8th, we at Four Leaf Clovers Garden Center look forward to operating the fall "pumpkin patch" in LaGrange Park. My employees and I are delighted with the location next to Phillip's Flowers and enjoyed assisting enthusiastic gardeners from the surrounding communities during the spring and summer months.

If possible, we would like to begin setting up on Wednesday, September 9th.

At the outset of the season our inventory will consist of approximately 80% fall plants including mums and other perennial flowers and flowering cabbage and kale and other fall annuals and about 20% jack o'lantern pumpkins, pie pumpkins, and specialty pumpkins and gourds. We will also carry a large selection of cornstalks and straw. As we move into October, the inventory will shift to around 80% pumpkins and 20% fall plants.

We'll continue to offer cornstalks and straw through late October.

Our business hours will be Monday through Saturday from 10:00 AM through 6:00 PM and Sunday from 10:00 AM through 5:00 PM. Our last day of sales will be October 31st and we will have the business taken down no later than November 5th.

I trust you have received the \$50.00 check for permit fees that I dropped off the Village Hall front desk earlier this afternoon and the email I sent earlier today with the pictures and description of our pumpkin patch sign.

Thank you for confirming that you received the email including our Illinois Business Certificate and IBT#.

We appreciate your help in expediting the fall permit process. Please let me know if any further action is required on my part.

I am available to virtually attend the village board meeting on 9/8.

All the Best -
Jill Hennessy

Public Safety Committee Divider

Robert Lautner, Chairman

Jamie Zaura

Amanda Seidel

Village Board Agenda Memo

Date: September 8, 2020

To: Village President and Board of Trustees

From: Julia Cedillo, Village Manager
Tim Contois, Chief of Police



Re: Ten Shared Principles

GENERAL BACKGROUND:

On March 22, 2018, the NAACP Illinois State Conference and the Illinois Association of Chiefs of Police agreed on the Ten Shared Principles that will assist in the endorsement of community policing, the development of ongoing relationships between law enforcement and communities of color to help eliminate racism, along with increasing the diversity within police stations and the utilization of de-escalation training for officers.

The recent societal events related to civil unrest have clearly demonstrated that police department operations must be transparent and be conducted with a goal of mutual respect for everyone involved. We welcome interactions and the building of partnerships regardless of race or ethnicity and want those interactions to be freely and without fear.

This template was established to ensure that everyone is treated with integrity and respect, regardless of their race. By adopting these Ten Shared Principles, we are seeking to improve on the relationships that we as members of the La Grange Park Police Department have with minority residents within our community.

STAFF RECOMMENDATION:

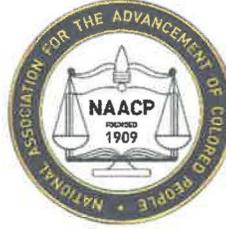
Staff wanted to bring this to the attention of the Village President and Board of Trustees prior to the Chief of Police adopting these Ten Shared Principles.

MOTION / ACTION REQUESTED:

No Motion/Action is needed

DOCUMENTATION:

- Adoption of Ten Shared Principles



Adoption of Shared Principles by La Grange Park Police Department

WHEREAS, on March 22, 2018, the NAACP Illinois State Conference and the Illinois Association of Chiefs of Police agreed to 10 Shared Principles designed to build trust between law enforcement and communities of color, and

WHEREAS, the two statewide associations vowed “by mutual affirmation to work together and stand together in our communities and at the state level to implement these values and principles, and to replace mistrust with mutual trust wherever, whenever, however we can.”

NOW BE IT THEREFORE RESOLVED that the La Grange Park, Illinois, Police Department adopts these same Ten Shared Principles as their own, and thereby adds its name to the historic agreement between Illinois NAACP and the ILACP. These are the Ten Shared Principles:

1. We value the life of every person and consider life to be the highest value.
2. All persons should be treated with dignity and respect. This is another foundational value.
3. We reject discrimination toward any person that is based on race, ethnicity, religion, color, nationality, immigrant status, sexual orientation, gender, disability, or familial status.
4. We endorse the six pillars in the report of the President’s Task Force on 21st Century Policing. The first pillar is to build and rebuild trust through procedural justice, transparency, accountability, and honest recognition of past and present obstacles.
5. We endorse the four pillars of procedural justice, which are fairness, voice (i.e., an opportunity for citizens and police to believe they are heard), transparency, and impartiality.
6. We endorse the values inherent in community policing, which includes community partnerships involving law enforcement, engagement of police officers with residents outside of interaction specific to enforcement of laws, and problem-solving that is collaborative, not one-sided.
7. We believe that developing strong ongoing relationships between law enforcement and communities of color at the leadership level and street level will be the keys to diminishing and eliminating racial tension.
8. We believe that law enforcement and community leaders have a mutual responsibility to encourage all citizens to gain a better understanding and knowledge of the law to assist them in their interactions with law enforcement officers.
9. We support diversity in police departments and in the law enforcement profession. Law enforcement and communities have a mutual responsibility and should work together to make a concerted effort to recruit diverse police departments.
10. We believe de-escalation training should be required to ensure the safety of community members and officers. We endorse using de-escalation tactics to reduce the potential for confrontations that endanger law enforcement officers and community members; and the principle that human life should be taken only as a last resort.

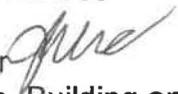
Date

Chief of Police

Village Board Agenda Memo

Date: September 3, 2020

To: Village President and Board of Trustees

From: Julia A. Cedillo, Village Manager 
Dean J. Maggos, Director of Fire, Building and EMA 

Re: Vehicle Purchase - Fire Chief / Building Director

GENERAL BACKGROUND:

Funds have been budgeted in this fiscal year to allow for the purchase of a new vehicle for the Director of Fire and Building (Fire Chief). The current vehicle is now ten years old. This vehicle is used for a variety of Village related purposes, including regularly responding to various emergency incidents. As such, the vehicle is also used to carry a great deal of equipment related to emergency scenes, including but not limited to: firefighter turnout gear, self-contained breathing apparatus, emergency medical equipment, fire extinguishers, and large-scale maps and plans of structures and infrastructure within the Village.

RECOMMENDATION:

After carefully considering the various uses of the vehicle and department needs, staff is recommending the purchase of a 2021 Chevrolet Tahoe as a replacement vehicle, for a price not to exceed \$43,000.00 from Currie Motors in Forest Park. *(The exact cost of the vehicle is not known at the time of this memo, as we are awaiting some final clarifications on specific option configurations from the vendor).* There is \$45,000.00 budgeted for this vehicle in the Capital Projects Fund, of which the balance will be used to for up-fitting (emergency lighting, etc.).

As has been done in the past, the purchase will be completed through the Suburban Purchasing Cooperative. Again, this is a joint purchasing program sponsored by the Northwest Municipal Conference (NWMC), DuPage Mayors & Managers Conference (DMMC) South Suburban Mayors and Managers Association (SSMMA), and Will County Governmental League (WCGL).

MOTION / ACTION REQUESTED:

Discussion & Action – Purchase – Fire Chief/Building Director Vehicle: *Motion to purchase a new 2021 Chevrolet Tahoe Special Service Package Vehicle, for a cost not to exceed \$43,000.00, from Currie Motors Chevrolet, in Forest Park, IL, through the Suburban Purchasing Cooperative Contract #185.*

It should be noted that this matter is being brought before the Village Board for both discussion and action. This is because we are attempting to place the order as soon as possible, after having seeing significant delays in vehicle production as a result of the ongoing pandemic.

DOCUMENTATION:

- Supplemental Information including SPC Contract details, quote, specs, etc.
- Additional information about the Suburban Purchasing Cooperative.



**2021 Chevrolet Tahoe Police
Patrol Package
Contract #185**



Currie Motors Chevrolet

“Nice People to Do Business With”

Your Full-Line Municipal Dealer

Order Bank Opens Summer 2020

Production Begins 4th Quarter



Currie Motors Chevrolet
SPC Contract Winner 2021
Chevrolet Tahoe Police
Patrol Package
Contract #185

Standard Package: \$34,007.80

Warranty 3 Years 36, 000 miles Bumper to Bumper/ 5 Years 60,000 Power train

MECHANICAL FEATURES

AIR FILTER High-capacity
ACTIVE HILL HOLD ASSIST
ALTERNATOR 250 amps
AXLE 3.23 Ratio
BATTERIES Primary 900 cca, 95 amp-hour rating with battery rundown protection Isolated, Auxiliary 760 cca,70 amp-hour battery without battery run-down protection
BATTERY RELAY
BRAKES Police specific brakes with anti-lock calibration and eBoost utilizing 6-piston fixed front Brembo calipers on 410mm rotors (32mm thick), 1-piston sliding rear calipers on 345mm rotors (20mm thick)(PPV Only)
COOLING Heavy-duty high-capacity radiator, electric fans and extended life coolant
ENGINE 5.3L V8 VVT (variable valve timing), Direct high-pressure fuel injection with Dynamic Fuel Management
ENGINE OIL COOLER
EXHAUST Single system, single-outlet
FRAME All new fully boxed steel frame
FILTRATION MONITOR
FUEL TANK CAPACITY 24 gallons
PROP SHAFT 4-inch diameter aluminum
RADIO SUPPRESSION Radio Suppression Ground Straps
REAR DIFFERENTIAL heavy-duty clutch-type limited slip
SKID PLATES, FRONT
SUSPENSION Heavy-duty
TRAILERING EQUIPMENT SAE Class IV hitch
TRANSMISSION 10-speed automatic
TRANSMISSION OIL COOLER

EXTERIOR FEATURES

ASSIST STEPS Black
BODY SIDE MOLDINGS
CAPLESS FUEL FILL
DEFOGGER Electric, rear window
DOOR LOCKS
FASCIA, FRONT
FASCIA, REAR Body color with step pad. Includes Trailer hitch receiver cover
HEADLAMPS LED Altering headlamp assembly is not recommended, General Motors is not responsible for the effects of any modifications.
HORNS Dual note KEYLESS ENTRY REMOTES Two extended range keys/fobs with non-functional panicbutton MIRRORS, OUTSIDE Outside heated power-adjustable
RADIO ANTENNA Located inside liftgate spoiler
REAR LIFTGATE Manual gate and hinged glass hatch.
TIRE PRESSURE MONITOR
TIRES Firestone Firehawk Pursuit 275/55R20 all-season, V-rated, blackwall, (PPV Only)
TIRE, SPARE Full-size matching spare with unprogrammed TPM
WHEELS 20" x 9" black steel (PPV Only)
WHEEL CENTER CAP
WINDSHIELD
WIPERS, WINDSHIELD Intermittent, with rain sensing WIPER, REAR Intermittent with washer

Contract # 185



INTERIOR FEATURES

AIRBAGS Six airbags

AIR CONDITIONING Tri-zone automatic climate control Includes rear air conditioning.

ASSIST HANDLES Overhead Not available with spotlights

AUDIO SYSTEM Chevrolet Infotainment 3 system, 8" diagonal color touchscreen, AM/FM stereo. Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Wireless Apple CarPlay and Android Auto capable. Includes 6 speaker system.

BLUETOOTH®3 Personal cell phone connectivity to vehicle audio system

4G LTE WI-FI HOTSPOT Available 4G LTE Wi-Fi® hotspot can connect up to 7 devices; includes 4G LTE data trial for 1 month or 3GB (whichever comes first).

COMPASS Displayed in digital gauge cluster

CONSOLE, OVERHEAD Includes map lights, OnStar buttons and Passenger air bag indicator

CRUISE CONTROL

DRIVER INFORMATION CENTER 4.2" diagonal color display, includes driver personalization **FLEET CONNECTED ACCESS** Fleet Connected Access with 10 years of standard connectivity

FLOOR COVERING Black rubberized vinyl.

KEY FOB Two KEYS/FOBS and mechanical keys for ignition and doors

KEYLESS OPEN

KEYLESS START

GLASS Deep-tinted, all windows

GLOVE BOX Locking door, includes courtesy light

HD REAR VISION CAMERA

INSTRUMENTATION Digital Speedometer and 140 mph certified analog speedometer

LIGHTING Interior with dome light, cargo lights

MIRROR, INSIDE Rearview, manual day/night

MICROPHONE, WIRING .

OnStar® Fleet orders with properly equipped vehicles receive a 3-month trial of Fleet Connected Services and 3months of Fleet Safety & Security plan coverage.

OUTSIDE TEMPERATURE

AIR FILTER

POWER OUTLET Front auxiliary,

PROTECTED IDLE

REAR PARK ASSIST

RESTRAINT SYSTEM .

SEATS, FRONT CLOTH 40/20/40 individual seats, 10-way power driver seat adjuster 8-way power passenger seat adjuster

SEATS, REAR CLOTH split-folding and sliding

STEERING COLUMN Manual tilt and telescopic

STEERING WHEEL CONTROLS

THEFT DETERRENT SYSTEM

USB CHARGING ONLY PORTS

ELECTRICAL FEATURES

AUXILIARY POWER, FRONT Wiring connection from circuits in upfitter branch harness between front seats. Two relays, one rated at 20 amp load, one rated at 25 amp load and one 50 amp auxiliary battery circuit for connection and control by customer. The relay coil fusing can be configured to operate the pair of relays via battery power or ignition controlled power.

AUXILIARY POWER, REAR Wiring connection from circuits in upfitter branch harness at left side of cargo area. Two relays, one rated at 20 amp load, one rated at 25 amp load and one 100 amp auxiliary battery circuit for connection and control by customer. The relay coil fusing can be configured to operate the pair of relays via battery power or ignition controlled power.

LOCK-OUT PROTECTION When a key is in the vehicle and the driver door is open with the ignition ON or ACC, an audible alarm will sound. If the doors are locked and closed, the driver door will remain locked. The engine will remain running if ON. When the ignition is OFF and the last door is closed and there is a key in the front seat area of the vehicle, the driver door will unlock.

POWER OUTLETS A 60 Hertz, 110 volt AC outlet is located in the center section (20%) of the front seat. The outlet is rated at 150 watts. Also included are four 12 volt auxiliary outlets, one on the instrument panel, one in the center seat section and two in the cargo area. 12 volt outlet power is configurable to be battery power or ignition controlled power. When Center Seat Delete is ordered, the 110 volt AC and 12 volt battery power outlets and wire harness in the center seat console are shipped separately for customer installation.

SURVEILLANCE FEATURE Body Control Module (BCM) calibration to disable all automatic lighting.

UPFITTER WIRING

WIRING PROVISION FOR Blunt-cut wire harnesses in front doors and above rear headliner near lift gate for connection to customer **EMERGENCY LIGHTING** outside mirror and rear window emergency lamps



Model-Options

<input type="checkbox"/>	Police Patrol Vehicle 4-Wheel Drive-Pursuit Rated	3624.00
<input type="checkbox"/>	Special Service Package Vehicle 4-Wheel Drive-Non Pursuit Rated	3008.00

Options – Exterior

<input type="checkbox"/>	Non-Deep Tinted Glass	-268.45
<input type="checkbox"/>	Recovery Hooks	45.50
<input type="checkbox"/>	Exterior body colored parts-Special Paint	227.50
<input type="checkbox"/>	All-Terrain Tire (SSV only req Alum. Wheels)	91.00
<input type="checkbox"/>	Polished Aluminum Wheels (SSV Only)	728.00
<input type="checkbox"/>	Front and rear splash guards	177.45
<input type="checkbox"/>	Body-side moldings	136.50

Options – Interior

<input type="checkbox"/>	Door Locks and handles Inoperative	56.42
<input type="checkbox"/>	Inoperative rear window switches	51.87
<input type="checkbox"/>	Red/White Auxiliary dome light	154.70
<input type="checkbox"/>	OnStar delete (Bluetooth delete included)	-77.35
<input type="checkbox"/>	Driver side Auto lock Disabled	N/C
<input type="checkbox"/>	Rear Camera Mirror, auto dimming with full display na with 1FL Safety Package	432.25
<input type="checkbox"/>	Carpeted floor covering	177.45
<input type="checkbox"/>	Cargo shade	236.60
<input type="checkbox"/>	Rear cargo mat (Requires carpeting)	195.00
<input type="checkbox"/>	1FL Safety Package, includes Forward Collision Alert, Lane Keep Assist with Lane Departure Warning, Automatic Emergency Braking, Front Pedestrian Braking and Following Distance Indicator - Not available with Rear Camera Mirror.	359.45

Options – Mechanical/Electrical

<input type="checkbox"/>	Auxiliary speaker wiring	54.60
<input type="checkbox"/>	Grill lamp/siren speaker wiring	83.72
<input type="checkbox"/>	Horn and siren circuit wiring	50.05
<input type="checkbox"/>	Flasher System, headlamp/tail lamp calibration	45.50
<input type="checkbox"/>	Daytime running light delete	45.50
<input type="checkbox"/>	Spot Light-Left Hand LED	728.00



<input type="checkbox"/>	Spot Light-Dual LED	1219.40
<input type="checkbox"/>	Theft-deterrent system, content disable	45.50
<input type="checkbox"/>	Radio Suppression Package	86.45
<input type="checkbox"/>	Block heater	91.00
<input type="checkbox"/>	Ground studs, auxiliary cargo area	100.10
<input type="checkbox"/>	Lamps, alternating flashing Red/Blue	514.15

Options – Additional

<input type="checkbox"/>	Max Trailer Tow Package (SSV only)	445.90
<input type="checkbox"/>	Key Common -Requires 4 Additional Remotes	22.75
<input type="checkbox"/>	Keyless Remote Panic/Ext Lights/Horn Disable	N/C
<input type="checkbox"/>	Remote Keyless Entry -4 additional does not include programming	68.25
<input type="checkbox"/>	Remote vehicle start	273.00
<input type="checkbox"/>	Delivery >50 Miles	185.00
<input type="checkbox"/>	Manufacturers Certificate of Origin	N/C
<input type="checkbox"/>	Municipal Plates M_____MP_____	203.00
	<i>Title/Plates are shipped from the SOS</i>	

Exterior Colors

<input type="checkbox"/>	Black	N/C
<input type="checkbox"/>	Cherry Red Tint coat	450.45
<input type="checkbox"/>	Summit White	N/C
<input type="checkbox"/>	Satin Steel Metallic	N/C
<input type="checkbox"/>	Midnight Blue Mettallic	N/C
<input type="checkbox"/>	Empire Beige Metallic	N/C
<input type="checkbox"/>	Shadow Gray Metallic	N/C
<input type="checkbox"/>	Graywood Metallic	N/C
<input type="checkbox"/>	Woodland Green -call for availability	409.50
<input type="checkbox"/>	Victory Red- call for availability	220.00
<input type="checkbox"/>	MSP Blue- call for availability	250.25
<input type="checkbox"/>	Wheatland Yellow- call for availability	409.50

Interior-Jet Black

<input type="checkbox"/>	Seat, Fr Bucket includes console req. Safety Pkg	318.50
<input type="checkbox"/>	Seat Delete, second row	-373.20
<input type="checkbox"/>	Front Center Seat Delete na with Fr Bucket Seat	N/C
<input type="checkbox"/>	Vinyl Rear Seat	N/C



Title Name _____

Title Address _____

Title City _____

Title Zip Code _____

Contact Name _____

Phone Number _____

Purchase Order Number _____

Fleet Identification Number _____

Tax Exempt Number _____

Total Dollar Amount _____

Total Number of Units _____

Delivery Address _____

***Orders Require Signed Original Purchase Order**

Payment Due at Time of Delivery

Currie Motors Commercial Center

8401 W. Roosevelt Rd.

Forest Park, IL 60130

PHONE: (815) 464-9200

Tom Sullivan

curriefleet@gmail.com

****Title Corrections will be Billed Appropriate Assessed Fees by the Sec. of State***

Contract # 185

Product Information – Contract #185

2021 Chevrolet Tahoe Patrol Package: \$34,007.80

Ordering Information

Orders are placed directly through Currie Motors. Billing is performed by the dealer.

Currie Motors Chevrolet
8401 W. Roosevelt Rd.
Forest Park, IL 60130
P: 815-412-3227
Contact Person: Tom Sullivan
CurrieFleet@gmail.com

The contract extension for the Chevrolet Tahoe is effective through September 12, 2021.

2020



**Joint Purchasing
Program**



**DuPAGE
MAYORS AND MANAGERS
CONFERENCE**



**NORTHWEST MUNICIPAL
CONFERENCE**



**WILL COUNTY
GOVERNMENTAL LEAGUE**

ABOUT THE SPC

The Suburban Purchasing Cooperative is a joint purchasing program sponsored by the Northwest Municipal Conference (NWMC), DuPage Mayors & Managers Conference (DMMC), South Suburban Mayors and Managers Association (SSMMA), and Will County Governmental League (WCGL). Together the SPC represents 142 municipalities and townships in northeastern Illinois.

All public agencies as defined by the Illinois Governmental Joint Purchasing Act, as well as not-for-profit agencies that qualify under Section 45-35 of the Illinois Procurement Code, are eligible to participate in SPC joint purchasing programs.

ILL COMP. STAT. ANN §220/2. Definitions for the purpose of this Act: The term "public agency" shall mean any unit of local government as defined in the Illinois constitution of 1970, any school district, any public community college district, any public building commission, the State of Illinois, any agency of the State government or of the United States, or of any other State, any political subdivision of another State, and any combination of the above pursuant to an intergovernmental agreement which includes provisions for a governing body of the agency created by the agreement.

The SPC exemplifies the benefits of intergovernmental cooperation on a regional basis. The goal of the SPC is to combine the resources and purchasing power of governments and not-for-profit entities to jointly negotiate advantageous contract terms on a line of high quality products at the lowest possible price.

Economies of scale in terms of pricing and staff resources are the prime objectives of the SPC Joint Purchasing Program. By purchasing through the SPC, participants not only save money but time as well. Acting as an extension of the purchaser's staff, SPC staff works diligently in order to avoid the needless duplication of effort through in-house coordination of several functions involved in the procurement process.

Illinois statues, 525/2 from Ch. 85, par. 1602. (Governmental Joint Purchasing Act), authorizes that any governmental unit may purchase personal property, supplies and services jointly with one or more other governmental units. All such joint purchases shall be by competitive solicitation as provided in Section 4 of this Act.

Since 2007, the SPC Program is centrally operated by the Northwest Municipal Conference with shared program oversight by the SPC Governing Board and SPC Technical Review Committee.

Public Works Committee Divider

Michael Sheehan, Chairman

Jamie Zaura

Scott Mesick

Village Board Agenda Memo

Date: September 8, 2020

To: President & Board of Trustees

From: Richard Radde, Director of Public Works 
Julia Cedillo, Village Manager 

RE: **Change Order 31st Street Water Main Project – Stamped Concrete Walk Option**

PURPOSE: The purpose of this agenda item is to authorize additional work, not included in the original scope of project restoration.

GENERAL BACKGROUND:

Hancock Engineering and staff walked the length of the 31st Street Water Main project to discuss options for restoration work. During the evaluation of the walkway adjacent to Plaza 31, staff considered methods to restoring the area (40% - 50% of the span of the walkway), which included both sidewalk and brick pavers. Fully restoring the area would require a new concrete base under the aged pavers. Without the concrete base, the pavers would likely sag over time, resulting in misalignment of the walkway.

One option to address the long-term concerns of matching the restored area to the existing path, is to install stamped concrete for the entire span of sidewalk (the south side of 31st Street between Homestead and Barnsdale) adjacent to Plaza 31. Stamped concrete is a durable option to replace the concrete and paver combination walkway and will improve the curb appeal of the area. Staff asked the contractor, A Lamp, to provide a cost for performing this work.

The total cost to install new stamped concrete sidewalk would be as follows:

• Removal of Existing Sidewalk outside of the scope of the current project	\$2,240.00
• Placement of Stamped Concrete Sidewalk	\$36,600.00
• Deduction if restored to original conditions	- \$5,655.00
Total Change Order =	\$36,185.00

The Barnsdale Road/31st Street TIF fund would absorb the cost for the stamped concrete addition. Staff has confirmed with TIF Counsel that this sidewalk / walkway work is TIF eligible.

STAFF RECOMMENDATION:

Staff is requesting that the Board Approve the change order and authorize payment to A Lamp in the amount of \$36,185.00 at the September 8, 2020, Village Work Session Meeting.

MOTION / ACTION REQUESTED:

For discussion and action:

Motion: To Authorize Payment to A Lamp Concrete Contractors, Inc. in the amount of \$36,185.00 for Additional Stamped Concrete Sidewalk Installation on the South Side of 31st Street Between Homestead Road and Barnsdale Road.

DOCUMENTATION

- Change Order from Hancock Engineering
- Visual

CHANGE ORDER

Change Order No. 1
Date: August 26th, 2020

PROJECT: 31st Street Water Main **Project**

OWNER: Village of LaGrange Park

CONTRACTOR: A. Lamp Concrete Contractors

Below are the changes to the original scope of the improvement located in Lagrange Park, and are hereby made a part of the CONTRACT DOCUMENTS:

ADDITIONS:

Stamped Concrete Sidewalk

Placement of a 5" thick stamped and colored concrete sidewalk on the south side of 31st Street between Homestead and Barnsdale.

2,200 SqFt @ \$18.00/SqFt \$39,600.00

Sidewalk Removal

Removal of additional existing sidewalk between Homestead and Barnsdale that was not removed for the water main installation.

1,120 SqFt @ \$2.00/SqFt \$2,240.00
\$41,840.00

DEDUCTIONS:

Standard Sidewalk Replacement

Standard sidewalk that was to be replaced that is no longer needed.

780 SqFt@ \$4.50/SqFt -\$3,510.00

Brick Sidewalk Replacement

Brick sidewalk that was to be replaced that is no longer needed.

165 SqFt@ \$13.00/SqFt -\$2,145.00
-\$5,655.00

TOTAL CHANGE ORDER NO. 1 \$36,185.00

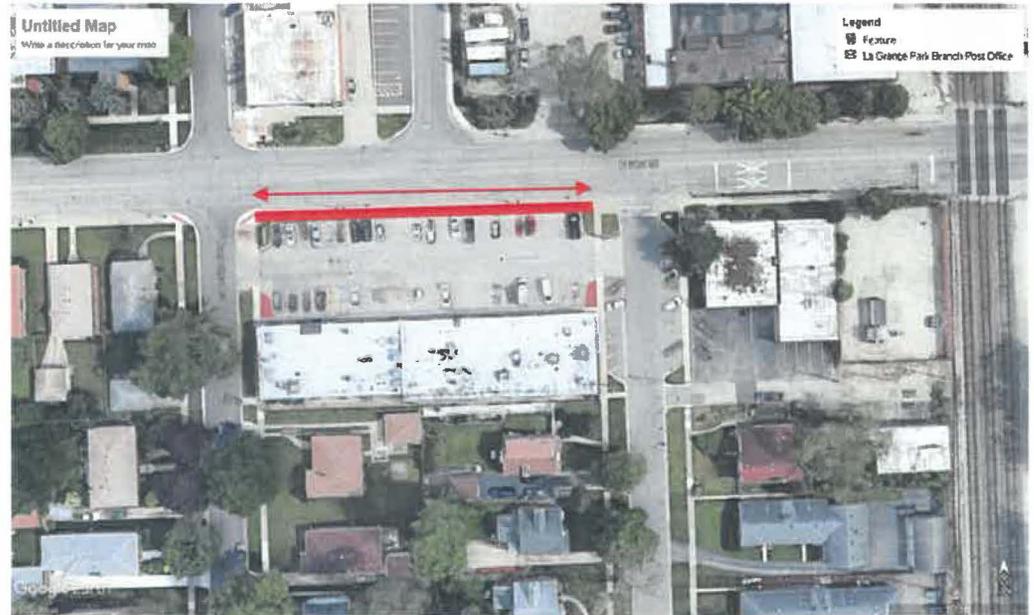
Change to CONTRACT AMOUNT:

Original CONTRACT AMOUNT	\$	1,214,432.00
Net change to CONTRACT AMOUNT by previously authorized Change Orders	\$	0.00
Change to the CONTRACT AMOUNT authorized by this Change Order	\$	<u>36,185.00</u>
CONTRACT AMOUNT including this Change Order	\$	1,250,617.00

31ST STREET WATER MAIN PROJECT RESTORATION



Stamped Concrete Pattern & Color



Sidewalk / Walkway Area



Village Board Agenda Memo

Date: September 8, 2020

To: President and Board of Trustees

From: Richard Radde, Public Works Director
Julia Cedillo, Village Manager



RE: Engineering Agreement – Park Avenue Water Main Design

PURPOSE: In preparation for the Park Avenue Water Main Replacement Project, a Design Engineering Service Agreement is presented for Village Board approval.

GENERAL BACKGROUND:

The Park Avenue water main replacement is a high priority due to several factors, including a large number of water leaks and the necessity to increase the water supply volume during emergency responses. In the FY 20/21 budget, money is allocated for design work to prepare this project as shovel ready and potentially construct in FY 21/22.

Staff is working with Legislators to include Park Avenue roadway reconstruction in the States Capital Bill. The Village is hopeful that it will receive Capital Bill Funds for the rebuilding of the roadway and will maximize the utility coordination before road work begins.

Funds for this project are available in the Water Distribution Fund (03-44-2-220)

- Park Avenue Water Main Design - \$75,000.00

STAFF RECOMMENDATION:

Staff recommends approval of the Agreement between the Village and Edwin Hancock Engineering Company to advance this project.

MOTION/ACTION REQUESTED:

This item is for discussion and action.

Motion: To Approve a Professional Engineering Agreement with Hancock Engineering for Design Engineering Services of Park Avenue Water Main in an amount not to exceed \$74,008.00 and Authorize the Village Manager to Execute Required Documents.

DOCUMENTATION:

- Engineering Agreements with Hancock Engineering for Park Avenue Water Main Design

AGREEMENT

between the

VILLAGE OF LA GRANGE PARK

and the

EDWIN HANCOCK ENGINEERING COMPANY

for

FURNISHING OF PROFESSIONAL ENGINEERING SERVICES

for the

PARK AVENUE WATER MAIN PROJECT

in

LA GRANGE PARK, ILLINOIS

August, 2020

AGREEMENT
between the
VILLAGE OF LA GRANGE PARK
and the
EDWIN HANCOCK ENGINEERING COMPANY
for
FURNISHING OF PROFESSIONAL ENGINEERING SERVICES
for the
PARK AVENUE WATER MAIN PROJECT
in
LA GRANGE PARK, ILLINOIS

THIS Agreement, made and entered into between the Village of La Grange Park, hereinafter referred to as "VILLAGE", and the Edwin Hancock Engineering Co., hereinafter referred to as "ENGINEER", covers the furnishing of Professional Engineering Services necessary to provide the design engineering required for the Park Avenue Water Main Project, hereinafter referred to as "PROJECT", which will include the installation of a new water main on Park Avenue, starting at Ogden Avenue and extending north to Harding Avenue.

The general scope of the work will include the installation of approximately 2,850 feet of 8" water main on Park Avenue, the replacement of water services, water main connection at intersections, the restoration of the sidewalk, pavement, and landscape areas affected by the improvement, and all other appurtenant work.

Design Engineering includes the preparation of plans, specifications and bidding documents for the proposed work, preparation and submittal of applications for permits required from various agencies, and performance of other necessary engineering services outlined in Section A.I (a-h) of this Agreement.

WITNESSETH THAT; in consideration of these premises and of the mutual covenants set forth,

A. THE ENGINEER AGREES;

- I. To perform, or be responsible for the performance of, the following Design Engineering services for the proposed improvement:
 - a. Preparing preliminary design criteria.
 - b. Preparing preliminary plans.
 - c. Making engineering field topographic surveys as are necessary for the preparation of detailed plans.
 - d. Coordination with separately contracted VILLAGE selected geotechnical, environmental, and land surveying consultant firms, as well as a review of the documents provided and recommendation regarding their submitted invoice(s).
 - e. Preparing and submitting necessary applications and plans to various governmental agencies, on behalf of the VILLAGE, for permission to construct the proposed site improvements.
 - f. Preparing detailed plans, specifications, bid proposals, and estimates of construction costs and furnishing the VILLAGE with sufficient sets of these documents to be used for obtaining bids from contractors.
 - g. Endorsing all plans and other documents furnished by the ENGINEER pursuant to this Agreement by showing his signature and professional seal where Law requires such.
 - h. Assisting the VILLAGE in the tabulation and interpretation of contractors' bid proposals.

- II. That ENGINEER will save harmless the VILLAGE and its employees from all damages and liabilities caused by negligent or wrongful acts or omissions of ENGINEER in the performance of professional services or by anyone for whose acts ENGINEER is liable. ENGINEER shall carry insurance as agreed upon between VILLAGE and ENGINEER, including insurance covering this indemnity. Such insurance shall remain in force until all work is completed and all final measurements and reports have been made and accepted by the VILLAGE.

B. THE VILLAGE AGREES;

- I. That for the performance by the ENGINEER of the engineering services set forth above, the VILLAGE shall pay the ENGINEER on the following basis of payment:
 - a. To pay the Engineer as compensation for all **Design Engineering** services performed as stipulated in above Section A.I a Lump Sum Fee of Seventy-Four Thousand and Eight dollars (\$74,008.00), unless there is a substantial change in the scope, complexity, or character of the work to be performed or there is a substantial overrun in the time necessary for the ENGINEER to complete the work due to causes beyond its control, no increase in Fees shall occur without the advance written agreement of the VILLAGE. Under such circumstances, adjustments in the total compensation to the ENGINEER shall be determined through discussions between the parties of this AGREEMENT and shall be documented by a change order or amendment to this AGREEMENT.
 - b. Total Fee Payments. The VILLAGE, for and in consideration of the rendering of the engineering services enumerated herein agrees to pay to the ENGINEER for rendering such services the total fee hereinbefore established in the following manner:
 - (1) Partial Payments – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the VILLAGE monthly payments for the work performed shall be due and payable to the ENGINEER, such payment to be equal to One Hundred Percent (100%) of the value of the partially completed work minus all previous payments made to the ENGINEER.
 - (2) Final Payment – Upon approval by the VILLAGE but not later than sixty (60) days after the work is completed and all final measurements and reports have been made and accepted by the VILLAGE, a sum of money equal to the total fee as determined in this AGREEMENT less the total amounts of partial payments previously paid to the ENGINEER under Section B.I.b of this AGREEMENT shall be due and payable to the ENGINEER.

C. IT IS MUTUALLY AGREED;

- I. That this AGREEMENT may be terminated by either party upon a thirty (30) days written notice should the other party fail substantially to perform in accordance with the terms of the AGREEMENT through no fault of the other. Upon such termination and upon payment in full to ENGINEER of all sums due and owing it, the ENGINEER shall cause to be delivered to the VILLAGE, copies of partially completed drawings, specifications, partial and completed estimates, and data, if

any, from soil surface and subsurface investigations with the understanding that all such materials become the property of the VILLAGE. The ENGINEER shall be paid promptly for any services completed and any services partially completed. VILLAGE assumes all responsibility and releases ENGINEER from any liability arising from the VILLAGE'S use of partially completed drawings, specifications, or other work product prepared by ENGINEER or for any reuse of ENGINEER'S work product on another project.

- II. Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to the institution of legal proceedings by either party. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the county where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
- III. The VILLAGE and the ENGINEER waive consequential damages for claims, disputes or other matters in question arising out of or relating to this AGREEMENT. This mutual waiver applicable, without limitation, to all consequential damages due to either party's termination in accordance with the terms of this AGREEMENT.
- IV. This AGREEMENT represents the entire and integrated agreement between the VILLAGE and the ENGINEER and supersedes all prior negotiations, representations, or agreements, either written or oral. This AGREEMENT may be amended only by written instruments signed by both parties hereto.

In witness whereof, the parties have caused this Agreement to be executed in duplicate counterparts, each of which shall be considered as an original, by their duly authorized officers as of the dates below indicated.

Executed by the VILLAGE, this

_____ day of _____, 2020

VILLAGE OF LA GRANGE PARK
Cook County, Illinois
Acting through its
President and Board of Trustees

By _____
Julia Cedillo, Village Manager

ATTEST:

By _____
Sandy Bakalich, Deputy Village Clerk

(SEAL)

Executed by the ENGINEER, this

_____ day of _____, 2020

EDWIN HANCOCK ENGINEERING COMPANY
9933 ROOSEVELT ROAD
WESTCHESTER, ILLINOIS 60154

By _____
Derek Treichel, P.E., President

ATTEST:

By _____
Mark Volk, P.E., Vice President

(SEAL)

ATTACHMENT A

SCHEDULE OF HOURLY RATES

<u>PERSONNEL CLASSIFICATION</u>	<u>HOURLY RATE</u>
ENG-VI	143.00
ENG-V	133.00
ENG-IV	123.00
ENG-III	118.00
ENG- II	106.00
ENG- I	93.00
ENGINEERING TECH-V	118.00
ENGINEERING TECH-IV	108.00
ENGINEERING TECH-III	86.00
ENGINEERING TECH-II	68.00
ENGINEERING TECH-I	43.00
CAD MGR	118.00
CAD- II	108.00
CAD- I	98.00
ADMINISTRATIVE	68.00

**Note: Schedule of Hourly Rates is subject to change annually as of March 1st.
The most current Schedule of Hourly Rates will be in effect at the date of service**

Finance Committee Divider

Scott Mesick, Chairman

James Kucera

Robert Lautner

Village Board Work Session Memo

Date: September 2, 2020

To: Finance Committee Chair Scott Mesick
President Discipio and Board of Trustees

From: Larry Noller, Finance Director
Julia Cedillo, Village Manager



Re: **Banking Services Renewal**

PURPOSE

Approve banking services agreements with Fifth Third Bank.

BACKGROUND

The Village previously issued a banking service request for proposals and selected MB Financial Bank for a three-year term. MB Financial merged with Fifth Third Bank in 2019. Fifth Third has agreed to hold the current fee schedule for the next year. For 2019, the total fees were \$10,727 with all but \$329 covered by the earnings credit rate (ECR) on the Village's cash balance. At the end of 2019, the ECR was 0.7% but has now dropped to 0.2% as interest rates declined in response to the coronavirus pandemic. The fees not covered by the ECR are paid at the end of the calendar year. We are currently projecting uncovered fees to average \$500 per month. The current budget includes \$6,000 for banking fees.

Staff is also working on implementing the use of lockbox services thru Fifth Third to more efficiently process utility bill payments. The lockbox service would send mailed utility bills to a central processing location where they would move through an automated system using a code on the stubs. This would reduce staff time spent entering and balancing payments manually. The cost for this service would be approximately \$3,600 per year. To offset this cost, staff proposes eliminating the summer seasonal position in the Finance Department. The lockbox service, combined with efficiencies from the new ERP system and the change in the timing for vehicle sticker sales will remove the need for additional assistance during the summer. The fees for the lockbox service have been included in the agreement.

STAFF RECOMMENDATION

Staff recommends that the Village Board approve the banking services agreements with Fifth Third Bank. Fifth Third has maintained a branch in the Village following the merger and staff has been pleased with their services.

ACTION REQUESTED

Motion to approve a treasury management agreement, online channel access agreement and pricing amendment with Fifth Third Bank and authorize the Finance Director to sign the required documents.

DOCUMENTATION

- Master Treasury Management Agreement
- Online Channel Access Agreement
- Pricing Amendment



FIFTH THIRD BANK

38 Fountain Square Plaza
Cincinnati, Ohio 45263

Master Treasury Management Agreement

This Master Treasury Management Agreement (“*MTMA*” or, in this document, this “*Agreement*”) is by and between the undersigned “*Customer*” and Fifth Third Bank (“*Bank*”) and is effective when and as of the later date executed by Bank as indicated on the Signature Page to this Agreement (the “*Effective Date*”). Unless defined in this Agreement, including in Section 26 below, capitalized terms shall have the meaning provided in the Online Channel Access Agreement or Commercial Account Rules, as applicable.

Master Treasury Management Agreement March 2018_v 0.1.2_Arial.docx
April 2018



SECTION 1. BANK SERVICES

Section 1.1. Service Terms. Customer desires to obtain, and Bank agrees to provide the Services as provided in this Agreement more specifically described and governed by the applicable Service Terms. In the event of a direct conflict between the Service Terms and this Agreement, the Service Terms will control. If there is a conflict between this Agreement and the Commercial Account Rules, the provisions of this Agreement prevail to the extent necessary to resolve the conflict. Customer acknowledges and agrees that Bank may arrange for certain or all of the aspects of the Services, including software and processing to be performed or provided by a Processor and that Customer shall have no rights or remedies against any such Processor for the Services, but only against Bank. Bank's Processors are obligated to comply with the confidentiality, privacy and security requirements of this Agreement. Bank is solely liable and responsible for the aspects of the Service provided by its Processors to the same extent if Bank has performed or failed to perform the Service, and Customer agrees not to bring any claim or cause of action against a Provider and only against Bank.

Section 1.2. Customer Use. Customer may request a Service by any means Bank approves ("*Service Request*"). By using the Service, Customer acknowledges and agrees it has received a copy of the Service Terms for that Service, the Service Terms apply to Customer's use of the Service and the Service Terms are incorporated into, and made a part of, this Agreement. Any reference to this Agreement shall be deemed to include the applicable Service Terms. Neither party is bound by or subject to the Service Terms for any Service Customer does not use. Bank provides the Services for the sole and exclusive benefit of Customer, and if Bank approves in writing, Customer's Affiliates. Any Vendor used by Customer is Customer's agent and not Bank's, and Customer is liable and solely responsible for: (a) any Vendor's failure to comply with this Agreement including any Security Procedures or operating requirements relating to the Services; and (b) all fees, costs and expenses owed to each Vendor for its services.

Section 1.3. Accounts. Customer shall at all times have and maintain with Bank one or more Accounts for use in connection with a Service and maintain in such Account a sufficient collected balance to pay for Customer's use of, and transactions in, such Accounts, including fees and expenses payable to Bank. The Commercial Account Rules apply to your use of the Account in connection with a Service and together with this Agreement govern the Services.

SECTION 2. ONLINE CHANNEL ACCESS AGREEMENT

Customer is required to enter into and maintain an Online Channel Access Agreement in effect between Customer and Bank in order to use and access the Services (the "*OCAA*"). The OCAA in effect from time to time governs the Access Channels and Channel Services (each as defined in the OCAA) used to access the Services where applicable. The Channel Services available in connection with these Services include the ability to view and manage Account information, transmit Instructions, Payment Orders and other directions and decisions to us and other online features as described in this Agreement or the Service Terms.



SECTION 3. CUSTOMER INFORMATION

Section 3.1. Service Information; Implementation. Customer agrees to provide all information that Bank reasonably requires in order to set up and provide the Services to Customer. Customer (a) represents and warrants that all information provided or to be provided to Bank by Customer's representatives on the Implementation Forms or otherwise is true and correct, and (b) agrees to provide any additional information that Bank may be reasonably required to begin, or continue providing, the Services. Any changes by Customer to the information provided to Bank must be made in writing and will be effective after Bank has had a reasonable opportunity to act on the changed information.

Section 3.2. Personnel. Bank is entitled to rely upon the accuracy and authenticity of all Instructions, information and authorizations received from an officer or authorized employee or representative of Customer (an "Authorized Agent") and those purporting to be of an Authorized Agent. Customer agrees to notify Bank immediately of any change in the status of an Authorized Agent. Customer acknowledges that Bank may require a reasonable time period before Bank acts upon any such change. Customer agrees that Bank may refuse to comply with requests from any individual until Bank receives documentation reasonably satisfactory to Bank confirming the individual's authority.

SECTION 4. FEES AND TAXES

Customer agrees to pay Bank the fees and charges for Services as provided to Customer in writing and in effect from time to time as billed by Bank, and fees and charges for any requested or required special service or handling (collectively, the "Fees"). Customer is responsible for all taxes attributable to its use of the Services or this Agreement (excluding taxes based on Bank employees, property or net income). Bank may periodically amend its Fees, however, such changes will not be effective against Customer until thirty (30) days after Customer has been notified of such changes in writing. Unless other arrangements are made for payment of the Fees, Bank will automatically debit an Account in the amount thereof when due.

SECTION 5. INSTRUCTIONS

Each Instruction that is sent to Bank electronically in accordance with this Agreement including the applicable Service Terms shall be considered to be an original writing and to have been signed by an Authorized Agent. Customer is solely responsible for the accuracy and completeness of each Instruction or communication sent to Bank. Any communication Customer sends to Bank will not be effective until Bank actually receives it and has had a reasonable opportunity to act upon it.

SECTION 6. BANK REPRESENTATIONS AND WARRANTIES

Bank represents and warrants to Customer that: (a) Bank is duly organized, validly existing, and in good standing in the jurisdiction in which Bank is organized; (b) the execution, delivery and performance by us of this Agreement has been authorized by all necessary corporate and governmental action; (c) the persons signing this Agreement on Bank's behalf are duly authorized to do so; (d) this Agreement represents Bank's legal, valid and binding obligation; and (e) Bank's execution and performance of this



Agreement and Bank's provision of the Services do not and will not violate any Applicable Law, Bank's articles of association or bylaws or any material agreement by which Bank is bound. EXCEPT AS EXPRESSLY SET FORTH ELSEWHERE IN THIS AGREEMENT OR IN THE APPLICABLE SERVICE TERMS, BANK MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, OF ANY KIND WITH RESPECT TO ANY SERVICE OR BANK'S PERFORMANCE OF THE SERVICES, INCLUDING, WITHOUT LIMITATION, THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO DESCRIPTIONS OR SPECIFICATIONS CONSTITUTE REPRESENTATIONS OR WARRANTIES OF ANY KIND.

SECTION 7. CUSTOMER REPRESENTATIONS AND WARRANTIES

Customer represents and warrants to Bank that: (a) Customer is duly organized, validly existing, and in good standing in the jurisdiction in which Customer is organized, and is validly qualified in any other jurisdiction where Customer does business and is required to be qualified except where the failure to be so qualified would not have a material adverse effect on Customer; (b) the execution, delivery and performance by Customer of this Agreement, the Related Agreements and Implementation Forms and the use of the Services have been authorized by all necessary entity and governmental action; (c) the persons signing this Agreement, the Related Agreements and Implementation Forms on Customer's behalf are duly authorized to do so; (d) this Agreement represents Customer's legal, valid and binding obligation; (e) the execution and performance of this Agreement and the use of the Services do not and will not violate in any material respect any Applicable Law, Customer's entity governing documents, or any material agreement by which Customer is bound; (f) each Account Customer maintains with Bank, and all use of the Services, is maintained or used solely for a legitimate business or commercial purpose and not a personal, family or household purpose, and (g) the use of the Services does not and will not subject Bank, or Bank's Processors, to the privacy and security requirements of the Health Insurance Portability and Accountability Act, as a business associate (defined at 45 CFR 160.103) or otherwise. Customer reaffirms these representations and warranties each time it uses a Service and agrees to promptly notify Bank if any representation or warranty made by Customer is no longer true.

SECTION 8. SECURITY PROCEDURES; OPERATING PROCEDURES

Section 8.1. Establishment. Access to some Services requires the use of Security Procedures, including for Services obtained through an Access Channel and use of the applicable Credentials. The Security Procedures verify the origin and authenticity of Instructions and communications sent to Bank. Where permitted, Customer will select from the Security Procedures for a particular Service from those offered and recommended by Bank in the set-up process for that Service, and agrees to implement changes to the Security Procedures issued by Bank as needed. Customer agrees that such Security Procedures are commercially reasonable and suitable for Customer with respect to Customer's intended use of the applicable Services. The Security Procedures are not designed to detect errors in any Instruction to Bank.

Section 8.2. Verification. If Bank accepts and acts in good faith on a Payment Order issued to Bank in Customer's name and in accordance with the Security Procedures and any written agreement between Customer and Bank, the Payment Order is effective as Customer's Payment Order whether or not it is authorized, and Customer is bound by it in accordance with Applicable Law and the terms of this Agreement, including the applicable Service Terms. Any other Instruction communicated to Bank in



Customer's name in compliance with the Security Procedures and all access to and use of Services and Channel Services using the Security Procedures are considered authorized by Customer.

Section 8.3. Funds Transfers. In connection with the use of Bank's wire transfer, ACH and other electronic funds transfer Services, Bank recommends that Customer establish an approval protocol appropriate for Customer's particular circumstances (including the type, amount and frequency of such transactions) to prevent unauthorized transactions. If Customer does not establish and require adherence to an approval protocol for such funds transfers or if Customer selects a "no approval" option, Customer assumes the risks of all transactions that could have been prevented by requiring such protocol or approval. Funds transfers involving only internal electronic funds transfers between Accounts may not be subject to all of the Security Procedures required for external electronic funds transfers.

Section 8.4. Credentials. Access to some Services may require the use of certain Credentials. Proper use of the Credentials is part of the Security Procedures for these Services. The use of the Credentials is subject to any terms of use or license accompanying the Credentials as applicable, and may only be used as and where delivered to Customer and only for the purpose of accessing Services. The Credentials and the related technology, documentation and materials at all times remain the Bank's or its Processor's property.

Section 8.5. Authority. The Security Procedures are in addition to and do not limit, revoke or affect the authority of any person (whether by course of dealing or otherwise) to transmit Instructions in Customer's name. Bank may continue to rely upon such authority and Bank is authorized to act upon Instructions received from persons acting pursuant to such authority. Customer is bound by any authorized Payment Order or other Instruction, and by use of the Channel Services by authorized personnel.

Section 8.6. Other Applications. As part of the Security Procedures, Bank applies software and other programs and processes ("*Additional Programs*") to select certain Instructions for further review and verification by Customer. The application of these *Additional Programs* may delay the processing of Instructions or other transactions until Bank obtains such verification. Bank will use reasonable efforts to obtain such verification, provided; that Customer understands and agrees that Bank has no obligation to use or comply with any such *Additional Programs*, and Customer agrees that these additional procedures are NOT a substitute for proper Account controls and management on its part.

Section 8.7. Bank is not responsible for its refusal to act upon or delay in processing any Instruction that does not comply with this Agreement or the applicable Service Terms, or as a result of its properly following the Security Procedures or applying *Additional Programs*.

Section 8.8. Safeguarding the Security Procedures. In addition to Customer's use of the Bank's Security Procedures, Customer agrees to (a) maintain the complete security and confidentiality of the Security Procedures, and (b) institute and use prudent internal security procedures and practices to control access to the Services and use of the Security Procedures. Customer's failure to protect the confidentiality of the Security Procedures may enable an unauthorized person to use the Services and access Customer's Accounts and data. Customer must notify Bank immediately if there has been a breach of its security, or any Security Procedure has been lost, stolen, misused or compromised.



SECTION 9. COMPLIANCE

This Agreement and the use and provision of Services are subject to all Applicable Law, rules, regulations and other laws, including without limitation, the UCC, and Operating Rules. Both parties agree to be bound by the Operating Rules where applicable and to comply with Applicable Law in using or providing the Services, as the case may be.

SECTION 10. LIMITATION OF LIABILITY

CUSTOMER AGREES, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THAT IN ADDITION TO ANY OTHER LIMITATION ON BANK'S LIABILITY IN THIS AGREEMENT OR THE OCAA, IN NO EVENT WILL BANK (OR ITS OFFICERS, DIRECTORS, SHAREHOLDERS, AFFILIATES, EMPLOYEES OR AGENTS) BE LIABLE OR RESPONSIBLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR SPECULATIVE LOSSES, EXPENSES, INJURY, COSTS OR DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, REVENUE, SAVINGS, TIME, DATA, GOODWILL AND OPPORTUNITIES, ATTORNEYS' FEES, AND COURT AND OTHER DISPUTE RESOLUTION COSTS) THAT CUSTOMER OR ANY OTHER PERSON MAY INCUR OR SUFFER IN CONNECTION WITH THIS AGREEMENT, EVEN IF BANK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, COST OR DAMAGE AND REGARDLESS OF THE TYPE OF CLAIM.

Bank's liability to Customer arising from any Service or this Agreement will be limited to Customer's actual monetary damages that are the direct result of Bank's negligence or willful misconduct. Notwithstanding the foregoing, for Payment Orders which are governed and subject to UCC Article 4A, Bank is liable only for damages required to be paid under UCC Article 4A. In addition to the foregoing limitation, in the instance of any overbilling by Bank that is timely reported by Customer as required by this Agreement, Bank's liability shall not exceed the amount overbilled by and paid to Bank by Customer. In no instance shall Bank be responsible or liable for (a) any act or omission of Customer's officers, employees or agents, or of any third party (other than Bank's Processors), (b) any failure to act by Bank if Bank reasonably believed taking the omitted action would have violated Applicable Law, or (c) any interception of information relating to the Customer or its transactions as a result of Customer's use of the Internet or other Access Channel or the Channel Services that is not the result of Bank's gross negligence or willful misconduct.

SECTION 11. INDEMNIFICATION OBLIGATIONS

Section 11.1. Customer. To the fullest extent not prohibited by Applicable Law, Customer agrees to indemnify and hold Bank and its officers, directors, employees, affiliates, shareholders and agents harmless from and against any and all Losses resulting directly or indirectly from, or arising in connection with: (a) Customer's breach of any of Customer's agreements, representations, warranties or covenants in this Agreement, the Service Terms or any other Related Agreement; (b) Customer's violation of Applicable Law; or, (c) Customer's use of the Services and Bank complying with or carrying out any Instruction or other direction given to Bank in accordance with this Agreement. Customer is not, however, obligated to indemnify Bank for any Losses directly resulting from Bank's gross negligence, willful misconduct, or bad faith.



Section 11.2. Bank. To the fullest extent not prohibited by Applicable Law, Bank agrees to indemnify and defend at Bank's own expense or settle any action brought against Customer to the extent that it is based on a claim that Customer's use of a Service directly infringes a copyright, trademark or patent or constitutes misappropriation of a third-party trade secret, provided, however, that Customer: (a) promptly notifies Bank in writing of such claim; (b) has not made any admission of liability or agreed to any settlement or other material issue relating to such claim; (c) reasonably cooperates with Bank at Bank's expense in the defense or settlement; and (d) gives Bank sole control and authority over all aspects of the defense or settlement of such claim.

SECTION 12. BANK RECORDS.

Bank records as to this Agreement and Related Agreements, Services and transactions using the Services shall be controlling in the event of any conflict with Customer's records. Customer authorizes Bank (but Bank is not obligated) to record electronically and retain telephone conversations between Customer and Bank. Imaging and electronic records will be retained by Bank, and copies of such records will be available at Customer's request and expense, until such records are disposed of in accordance with Bank's then current policies and procedures.

SECTION 13. CONFIDENTIALITY, PRIVACY AND SECURITY

Section 13.1. Customer. Subject to Customer's duties under Applicable Law, Customer agrees to keep confidential and not disclose to any third party (other than its agents) Bank's fees and charges, Service Terms including User Guides, software, non-public Service features and other proprietary information and systems Bank and its Processors provide and disclose in connection with the Services. Customer acknowledges the exclusive ownership by Bank or its Processors of such information, and agrees to use such information solely for purposes of using the Services.

Section 13.2. Bank. Bank acknowledges that non-public information Bank obtains from Customer in connection with providing a Service to Customer may be confidential. Bank has implemented policies, procedures, and controls to safeguard Customer information in accordance with Applicable Law and regulatory guidelines.

SECTION 14. ACCOUNT MANAGEMENT

Section 14.1. Customer Information Review. Customer is responsible for monitoring its use of Bank's Services and all activity in its Accounts with Bank including individual transactions. Information regarding transactions with the Services is reported on Customer's periodic Account statement and is also available with one or more Services. Customer agrees to: (a) regularly review the Account information that Bank makes available to Customer; (b) promptly review the Account statements that Bank sends to Customer; and (c) notify Bank as soon as reasonably possible of any error, unauthorized transaction or other similar matter but, in any case, not more than thirty (30) calendar days after the information is so made available or sent to Customer (90 days in the case of information relating to Bank fees). If Customer fails to notify Bank of any such error or other similar manner within such 30 or 90-day period, as applicable, of the date on which such information is sent by Bank or otherwise made available to Customer, then Customer shall be precluded from asserting such error or discrepancy against the Bank.



Notwithstanding the forgoing, Bank reserves the right to, in its sole discretion, adjust transaction records for good cause after the expiration of such time periods.

Section 14.2. Loss Prevention. Bank offers a variety of Services and other tools designed to assist Customer in reducing or stopping the incidence of fraud and unauthorized activity in Customer's Accounts including positive pay, ACH transaction control, disbursement control, information reporting and Account Management Services. To the extent Customer chooses not to use one of these Services or features or implement Customer Measures, and the proper use of that Service or Customer Measure could reasonably have prevented a Loss due to the incidence of fraud, or unauthorized activity, Customer shall hold the bank harmless for the amount of such Losses that could have been reasonably prevented.

Section 14.3. Account Information. Depending upon the Service features that Customer selects, Customer will have access to Account and transaction information on a prior day or intraday basis, or both. Account information changes frequently and is subject to updating, verification and correction. Bank assumes no responsibility for Customer's reliance on any Account or Service information reported on an intraday or prior day basis subsequently updated, verified or corrected.

SECTION 15. OVERDRAFTS

Bank may delay or refuse to process any item, transaction or Instruction including applicable fees or charges that would result in an Overdraft (as defined in the Commercial Account Rules) in Customer's Account. Bank processes Items and other debits to Customer's Account in the order described in the Commercial Account Rules provided to Customer governing the Customer's Accounts with Bank. If Bank decides in its discretion to process an item, transaction or Instruction despite the Overdraft, Customer agrees to reimburse Bank immediately for: (a) the full amount of any Overdraft or shortfall created by that item, transaction or Instruction; (b) all Overdraft fees and charges; (c) interest on the amount of the Overdraft or shortfall for the day the Overdraft or shortfall was created and for each following day until the Overdraft or shortfall has been paid; and (d) all Losses Bank incurs in collecting from Customer the Overdraft, or any fees, charges or interest relating to it.

SECTION 16. TRANSACTION LIMITS

If Bank in good faith determines that: (a) providing any Service to Customer could reasonably be expected to result in a violation of any Applicable Law or a material loss to Bank, (b) Bank is entitled to terminate the applicable Service under the "Termination" section of this Agreement (with or without the lapse of time or notice), or (c) Customer is in default under this Agreement or any Related Agreement, Bank may limit Customer's transaction volume or dollar amounts, refuse to execute transactions, or terminate that Service to Customer. In addition, Bank may restrict or limit the types of Instructions Customer may send to Bank for processing or execution. Bank will, to the extent not restricted by Applicable Law, promptly communicate decisions regarding such restrictions to Customer. Bank reserves the right to limit transaction volume or dollar amounts in any other circumstances, provided Bank gives Customer prior notice of any material limitation or decrease in previously communicated limitations. Customer agrees to provide Bank, upon its request from time to time, with such financial information and statements and other documentation as Bank reasonably determines to be necessary or appropriate to enable Bank to evaluate its exposure or risk.



SECTION 17. BANK RIGHT OF SETOFF; SECURITY INTEREST

Bank has the right to obtain payment of any unpaid amount owed to Bank under this Agreement or any Related Agreement by setting off and debiting any of Customer's Accounts or accounts with any of Bank's affiliates at any time (excluding any Account expressly titled to clearly demonstrate that the Account is held by Customer in a fiduciary or representative capacity for a third party such as, for example, a custodial Account) for the amount owed. Bank's rights are limited to the extent of limitations and restrictions imposed by Applicable Law. Customer grants to Bank a first priority security interest in all Accounts held by Customer now or in the future with Bank or any of Bank's affiliates to secure payment of any and all obligations under the Agreement; provided that this security interest shall be subordinate to any security interest separately agreed to in writing by Bank.

SECTION 18. FORCE MAJEURE

Neither party shall be responsible, and neither shall incur any liability to the other, for any failure, error, malfunction or any delay in carrying out any of its obligations under this Agreement directly resulting from causes beyond such party's reasonable control, including without limitation, fire, casualty, lockout, strike, unavoidable accident, failure of networks, the Internet or telecommunications systems, act of God, act of terrorism, riot, war or the enactment, issuance or operation of any adverse governmental law, ruling, regulation, order or decree, or an emergency that prevents such party from operating normally; provided, however, that Customer shall not be relieved of its responsibility for timely performance of any of its payment obligations to Bank.

SECTION 19. TERM AND TERMINATION

Section 19.1.Term. This Agreement shall remain in full force and effect until terminated by either party as provided in this Agreement. Either party may terminate this Agreement or any Service at any time by giving thirty (30) days' prior written notice of termination to the other party.

Section 19.2.Bank. Bank may terminate this Agreement or terminate or suspend any Service immediately upon notice to Customer if: (a) Customer breaches a material obligation under this Agreement or Related Agreement, violated any Applicable Law or the Operating Rules in connection with the Services or any Related Agreement; (b) Customer becomes insolvent, is placed in receivership or is adjudicated bankrupt or Customer becomes subject to any voluntary or involuntary bankruptcy proceeding or any assignment for the benefit of its creditors; (c) Customer's financial condition has become materially impaired in Bank's good faith opinion that Customer is likely to be unable to perform its material obligations to Bank; (d) any person or group acting in concert that is not a controlling stockholder of Customer on the date of this Agreement acquires, directly or indirectly (whether by merger, stock purchase or issuance, recapitalization, reorganization or otherwise), a majority of Customer's outstanding equity interests; or (e) the continued provision of Services in accordance with the terms of this Agreement would, in Bank's good faith opinion, violate Applicable Law or any requirement of any regulatory authority or subject Bank to an unacceptable risk of loss or material security risk.

Section 19.3.Effect. Upon any termination of this Agreement, Customer shall: (a) promptly pay to Bank all sums due or to become due under this Agreement; (b) securely destroy or immediately return (if required by the Service Terms) to Bank at Customer's expense, the Security Procedures (if applicable),

and all related Implementation Materials, and all copies and reproductions thereof, whether written or in magnetic media and whether received from Bank or otherwise; and (c) have no further right to make use of the Services.

Section 19.4.Survival. Termination of a Service or this Agreement does not relieve or excuse Customer's payment obligations for any Services that Bank provides to Customer before or after the Service or this Agreement is terminated, nor does it release Customer or Bank from any of Bank's respective obligations that arose or became effective prior to such termination. In addition, all provisions of this Agreement relating to the parties' warranties, representations, confidentiality or non-disclosure obligations, proprietary rights, limitation of liability and indemnification shall survive the termination of a Service or this Agreement.

SECTION 20. ENTIRE AGREEMENT

This Agreement, together with any Related Agreements constitutes the complete and exclusive statement of the agreement between the parties with respect to the Services and supersedes any prior or contemporaneous agreements between the parties with respect to such Services. Nothing in this Agreement confers a right or benefit on any person or entity other than Bank and Customer.

SECTION 21. AMENDMENT

Section 21.1.Generally. This Agreement, including the Service Terms, may be modified by a written agreement executed and signed by the parties. Bank may, however, modify this Agreement, including the Service Terms, by giving Customer thirty (30) calendar days' prior written notice. If Customer continues to use any Service or the affected Service, as the case may be, after the expiration of the thirty-day period or a later effective date specified in such notice, Customer is bound by the Agreement or Service Terms as the case may be, as so modified.

Section 21.2.Regulatory. Notwithstanding the foregoing, if a modification to this Agreement or the Service Terms is required by or under Applicable Law or by a regulatory authority with jurisdiction over Bank, Bank may modify this Agreement or the Service Terms by giving Customer notice of the modification by any means permitted by Applicable Law, and the modification will be effective immediately upon Bank giving such notice.

SECTION 22. ASSIGNMENT

Customer may not sell, assign or transfer, or grant a security interest in any of its rights or obligations under this Agreement without Bank's prior written consent. Bank may assign its rights and obligations under this Agreement in whole or in part without Customer's consent (a) pursuant to, or in connection with any merger, consolidation or amalgamation involving Bank or its parent company, or the sale or transfer of all or substantially all of Bank's assets or stock, or (b) in connection with the sale or other disposition involving a line of Bank's business to which this Agreement relates. Bank will use reasonable efforts to notify Customer of any such assignment. Customer expressly reserves its right to terminate any or all Services in the event of any such transaction.



SECTION 23. GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL

This Agreement and any claims or disputes relating to or arising out of this Agreement or the Service shall exclusively be governed by, and construed in accordance with, the laws of the State of Ohio, without regard to Ohio's conflict of law principles, and with applicable federal laws and regulations. Customer irrevocably submits to the nonexclusive jurisdiction of the courts of the state and federal courts located in Hamilton County, Ohio and agrees that any legal action or proceeding with respect to this Agreement may be commenced in such courts. EACH PARTY HERETO EXPRESSLY, IRREVOCABLY, KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT.

SECTION 24. MISCELLANEOUS

Section 24.1.No Extension of Credit. Except as expressly provided in the applicable Service Terms, nothing in this Agreement or any Related Agreement requires Bank to extend any credit of any type (including, but not limited to any Overdraft), even if Bank has done so in the past.

Section 24.2.Notices. Except as otherwise specifically provided in the Service Terms, including the Implementation Materials with respect to a particular Service, notices under this Agreement shall be provided in writing by nationally recognized overnight courier, hand delivery or email. The Bank also reserves the right to provide notice to Customer electronically via email or posting to the Bank's online platform, each of which Customer agrees will be considered "*in writing*." The address for notices to Customer will be the address the Bank has in its records with respect to this Agreement or the particular Service, as applicable. The address for notices to Bank will be as the Bank specifies to Customer in writing, including in the Implementation Materials. Notices shall be deemed effective: (i) when received, if sent by overnight courier or hand delivery; (ii) three (3) days after sending, if sent by U.S. Mail; or (iii) when sent or posted, if provided via email or posting to the Bank's online platform.

Notwithstanding any terms in this Section to the contrary, any addition, deletion or change to any Services or Service Terms requested by Customer (each, a "*Change Request*") must be submitted in a form acceptable to the Bank. No Change Request will become operative or effective until the Bank has had an opportunity to review and respond to such Change Request, which the Bank agrees to do within a reasonable period of time.

Section 24.3.Information and Audit. In order for Bank to comply with its obligations under Applicable Law and the Operating Rules, upon Bank's request Customer agrees to: (i) provide the records Customer maintains with respect to Customer's use of Services as required by Applicable Law, the Operating Rules, and this Agreement, (ii) provide internal and external audit reports relating to Customer's use of the Services and Customer's information technology infrastructure and operational processes and procedures, and (iii) permit the Bank (including its regulators and auditors) reasonable access during normal business hours to audit Customer's (including Customer's Vendors) compliance with the terms of this Agreement, Applicable Law and the Operating Rules.

Section 24.4.Counterparts. The Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute a single instrument.



Section 24.5. Severability. If performance of Services in accordance with the terms of this Agreement would result in a violation of any Applicable Law, then this Agreement and any Related Agreement shall be deemed amended to the degree necessary to comply with such Applicable Law, and Bank shall incur no liability to Customer as a result of such violation or amendment. If any provision of this Agreement is held to be invalid, illegal or unenforceable, such provision shall be valid, legal and enforceable to the maximum extent permitted by such holding and the validity, legality, or enforceability of the other provisions of this Agreement will not be affected or impaired by such holding.

Section 24.6. Headings. Headings are for reference purposes only and are not part of this Agreement.

Section 24.7. Waiver. No party's failure or delay in exercising any right or remedy under this Agreement will operate as a waiver of such right or remedy, nor shall any waiver by either party of any breach of the other party's obligations under this Agreement operate as a waiver of any prior, current or subsequent breach. No waiver will be effective unless made in writing.

Section 24.8. Electronic Execution and Consent. The parties agree that this Agreement, the Related Agreements and any Service Terms are entered into on an interstate basis and agree that the Agreement and Services are subject to the Electronic Signatures in Global and National Commerce Act and may be executed and delivered by facsimile, electronic mail in PDF or similar format or other electronic method and that the copies or counterpart signature pages so sent shall be treated and have the same force and effect as delivery of an original with a manual signature. Customer agrees and consents that Bank may, at its option, send to Customer any record, notice, disclosure, account statements and other information via electronic means (including through a Channel Service), including information that Bank is required by Applicable Law to provide to Customer in writing. Electronic communication methods include methods Bank employs that deliver visual text or images to be displayed on a computer or mobile device screen (such as e-mail, SMS or other mobile phone text, and posting through a Channel Service). Customer consents to receive account statements and other notices from Bank electronically. Bank may, however, require that Customer deliver an original of this Agreement and any Related Agreement with a manual original signature.

SECTION 25. AFFILIATES

Section 25.1. Joinder. By executing this Agreement, Customer, each "Affiliate" of Customer listed below (if any), and Bank agrees that each such Affiliate shall have all of the rights and obligations of, and shall for all purposes be a party under this Agreement as a "Customer." Additional Affiliates can be added through an addendum to this Agreement in the form required by Bank and executed by Customer and Bank.

Section 25.2. Affiliate Representation, Warranty and Covenant. An "Affiliate" of Customer is any entity that is directly or indirectly controlled by the Customer indicated on the Signature Page (for purposes of this Section, the "Initial Customer") through ownership of at least a majority of the equity interests of, or holding voting control over, such entity. Initial Customer represents, warrants and covenants to Bank that (a) each entity signing this Agreement as an Affiliate meets the definition of Affiliate and shall continue to meet such definition as long as the entity receives or uses the Services, (b) the individual signing on behalf of the Initial Customer is duly authorized to execute this Agreement on behalf



of each Affiliate, and (c) that each Affiliate hereby agrees to be bound by the terms of this Agreement for the use of the Services.

Section 25.3. Role of Initial Customer; Responsibility. Each Affiliate hereby authorizes Initial Customer, and Bank may rely on Initial Customer's authority, to act as agent for such Affiliate in connection with any and all matters relating to the Agreement, including, without limitation, administering the Services and originating transactions (i.e., ACH, wire or check), executing Implementation Materials, terminating the Agreement, agreeing to modifications and amendments to the Agreement, adding new Affiliates, and receiving notices under the Agreement (which will be effective against the Customer, even if such notices and communications are sent only to Initial Customer); any and all such actions by the Initial Customer shall be binding on the Affiliates. Each Affiliate agrees that it is responsible for the payment of fees or maintenance of required balances for the Services that it receives from Bank, and for all obligations and liabilities it incurs.

Section 25.4. Single Channel Access. Initial Customer and any Affiliate acknowledge and agree that the Security Procedures provided by Bank to the Initial Customer shall be used to use the Services. As such, each Customer acknowledges and agrees that (a) Bank may rely on and act on any and all communications and Instructions it receives through a Access Channel using the Security Procedures assigned to the Initial Customer and Bank's reliance shall not constitute negligence or willful misconduct or bad faith, (b) each Customer shall be bound by such use of the Services and any Instructions (including funds transfers) and liable for any transactions debiting the Account of the Affiliate, and (c) Bank shall have no liability or responsibility for notifying any Affiliate with which Initial Customer shares its Security Procedures. Each Affiliate and Initial Customer understands and agrees that use of the Services and any transactions affecting each Affiliate's Accounts may be reflected on the records of Bank as initiated by the Initial Customer.

Section 25.5. Guarantee. Initial Customer unconditionally and irrevocably guarantees to Bank the full and prompt payment and performance by each Affiliate of all obligations they or any of them may incur under this Agreement, including obligation for fees and charges, indemnification obligations, in any case that any payment to Bank by an Affiliate is set aside, rescinded or otherwise required to be returned in any bankruptcy or similar proceeding. Initial Customer agrees to pay any and all such amounts upon demand by Bank.

SECTION 26. DEFINITIONS

"Account" or "Accounts" means one or more commercial demand deposit accounts at Bank that is maintained or controlled by Customer.

"Affiliate" means any entity that is directly or indirectly controlled by Customer through ownership of at least a majority of the equity interests of, or holding voting control over such entity.

"Applicable Law" means all applicable federal and state laws, rules and regulations as in effect from time to time governing or relating to the Agreement or the Services, including, without limitation, the Operating Rules and the rules of any funds transfer system, and the rules of, and regulations administered by, the Office of Foreign Assets Control of the U.S. Treasury Department.

“Business Day” means any day other than a Saturday, Sunday, holiday or other day on which the Bank is not required or permitted to be closed.

“Commercial Account Rules” means the agreement provided to Customer and governing Customer’s Accounts.

“Credentials” means the user name, personal identification numbers, identification codes, passwords and other identifying and authentication inputs, security token or authentication device, equipment or software that the Customer uses to access the Services.

“Cutoff Time” means the time on any Business Day when Bank will no longer accept Instructions or process transactions (including Payment Orders) for that Business day and any such Instructions received after such time, if accepted, and transactions processed on that day will be processed as of the next Business Day.

“Implementation Materials” means any documents that facilitate the use of a service, specifications, set-up and sign-up forms provided by Bank, and those completed and submitted by Customer, including electronically.

“Instruction” means a Payment Order, other wire transfer instruction, ACH Entry, (as defined in the Operating Rules), file, batch release and other message or instruction or direction to Bank.

“Losses” means any and all claims, actions, demands, losses, damages, judgments, liabilities, costs and expenses (including, without limitation, reasonable attorneys’ fees and court costs) and all costs of settlement of claims.

“Operating Rules” means the rules, regulations and operating guidelines of the National Automated Clearinghouse Association and those of any regional clearinghouse, payment card association (e.g., MasterCard Incorporated.), or payment network (e.g., ECCHO) in effect from time to time used by Bank to provide the Services.

“Payment Order” has the meaning ascribed thereto in Article 4A of the UCC.

“Processors” means any third-party processors engaged by Bank to provide any part of the Services.

“Related Agreements” means the Service Terms, Service Requests, Account Rules, Account fees and charges, the OCAA, and any resolution or other document establishing Customer’s authority to engage in the Services and open Accounts with Bank and appoint individuals as Authorized Representatives.

“Security Procedures” means the Credentials, call-back protocols, and other systems or procedures provided by Bank or its Processors for authenticating Instructions, transactions and use of the Services.



“Service Terms” means the terms and conditions for the Services provided by Bank to Customer under this Agreement, including the Treasury Management Services Terms & Conditions Book available at 53.com/tm-tc and any Implementation Materials or otherwise incorporated herein.

“Services” means the treasury management services described in this Agreement, the OCAA and the Service Terms or otherwise incorporated herein.

“UCC” or **“Uniform Commercial Code”** means the Uniform Commercial Code, as enacted in the State of Ohio.

“Vendor” means any third-party service provider used by Customer in connection with the Services or to whom Customer give access to any Service, including through an Access Channel or the Channel Services.

[Signature Page Immediately Follows]



In Witness, Whereof, the parties have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

CUSTOMER NAME:

FIFTH THIRD BANK:

Village of La Grange Park _____

Tax ID: 36-6005954 _____

Print name: _____

By: _____

Print title: _____

Print name: Lawrence L. Noller _____

Date: _____

Print title: Finance Director _____

NOTE: If required by resolution, second officer of Customer must sign below:

By: _____

Print name: _____

Print title: _____

Signing as a duly authorized officer or agent of each of the Affiliates listed below:

By: _____

Print name: _____

Print title: _____

This Agreement includes the following Affiliates:

Affiliate Name:

Tax ID No.:



FIFTH THIRD BANK

38 Fountain Square Plaza
Cincinnati, Ohio 45263

Online Channel Access Agreement

This Online Channel Access Agreement ("*Agreement*") is between the undersigned "*Customer*" and Fifth Third Bank ("*Bank*") and is effective as of the later date executed by Bank and set forth on the Signature Page (the "*Effective Date*"). Capitalized terms shall have the meaning provided in this Agreement, including Section 16 below, or if not defined in this Agreement, the meaning provided in the Commercial Account Rules or the Master Treasury Management Agreement ("*MTMA*"), as applicable.

SECTION 1. CHANNEL SERVICES.

Section 1.1. Description. Channel Services enable access to, and electronic management of, the Services and Related Accounts that Bank provides. Bank reserves the right to add Channel Services, enhance the functionality and features of the Channel Services and extend the application of the Channel Services to other Services at any time without notice. Information provided through the Channel Services about a Related Account is provided “as is,” changes frequently and is subject to updating, verification and correction. Information Customer obtains through a Channel Service is not the official record of the Related Account or any transaction unless otherwise specified. Bank assumes no responsibility for Customer’s reliance on any Related Account or Service information subsequently updated, verified or corrected.

Section 1.2. Services and Implementation. Each of the Services is governed by the applicable Bank Agreements including this Agreement and as elected by Customer in the Implementation Materials. Nothing in this Agreement expands, changes, limits or restricts any of the respective obligations or rights of the parties under the applicable Bank Agreements. It is the intention of the parties that this Agreement and each Bank Agreement be construed and interpreted to give effect to the respective provision of each to the greatest extent practical. To the extent of any conflict between this Agreement and the Bank Agreements with respect to the Channel Services the terms of this Agreement shall control. If Bank is not a party to the Bank Agreement, Customer acknowledges and agrees that Bank is providing the Channel Services in conjunction with the provider of the Services under that Bank Agreement and consents to all access to the Services provided through this Agreement. Customer acknowledges and agrees that Bank may arrange for certain or all of the aspects of the Services, including software and processing to be performed or provided, by Processors engaged by Bank and that Customer shall have no rights or remedies against any such Processor for the Services, but only against Bank. Bank’s Processors are obligated to comply with the confidentiality, privacy and security requirements of this Agreement. Bank is liable and solely responsible for the aspects of the Service provided by its Processors.

Section 1.3. Intellectual Property. Bank and its Processors or other third parties involved in providing the Channel Services (if any) own and exclusively retain any and all patent, trademark, copyright or trade secret rights (collectively referred to as “*Intellectual Property Rights*”) and any related rights associated with the Channel Services and the software, design, functionality, processes, procedures, systems, know-how, inventions, sales materials, technical materials, Channel Documentation and other materials provided in connection with the Channel Services as well as the content and other works of authorship provided, displayed or published in connection with the Channel Services. Customer further acknowledges and agrees that Bank or its Processors or such other third parties, as the case may be, shall exclusively own all Intellectual Property Rights in and to any and all improvements, enhancements, derivative works, modifications, or developments made to or resulting from any of the foregoing, including those developed, worked on, learned, or conceived by Bank or its Processors in connection with providing the Channel Services to Customer, and Customer assigns any such rights to Bank or its designee. Customer’s sole right is to use the Channel Services as provided in this Agreement.

Section 1.4. Availability. While Bank will use commercially reasonable efforts to have its Channel Services available at all times, one or more of the Channel Services may be

temporarily unavailable due to routine or unscheduled maintenance or upgrades, or the occurrence of unauthorized activity or other events or circumstances beyond Bank's control including economic and political events, periods of high volume, and system attacks and Bank's response to such events or circumstances. Customer agrees that Bank shall not be liable if a Channel Service is not available for use at any time.

Section 1.5. Third Party Software and Linked Sites. The Channel Services may provide the opportunity to use or access software or services that are not part of the Channel Services or Services ("*Third-Party Software*") and links to the websites of third parties ("*Linked Sites*") but are each provided by a third party other than a Processor ("*Third-Party Provider*"). Use of Third-Party Software and Linked Sites through links or otherwise is solely at Customer's election, risk and expense. Customer is responsible for obtaining and complying with the Third-Party Provider's license or terms of use. Except where we explicitly provided otherwise in a Bank Agreement or this Agreement, Bank does not endorse or assume any responsibility for any such Third-Party Software, Linked Site or for any obligation of the Third-Party Provider to Customer. Customer agrees that the Third-Party Provider (and not Bank) is solely liable and responsible to Customer for any content, services, any problems or claims with respect to the Third-Party Software or Linked Site including any security or data breach.

Section 1.6. Mobile Apps. Bank's Mobile Apps enable access to certain Channel Services through the use of a supported electronic wireless device, such as a smartphone or tablet device ("*Mobile Device*"). The Mobile App for Fifth Third Direct is available to Users that have been granted User Rights, some of which may only be enabled in the set-up and implementation process. Customer agrees that, where required, the acceptance by Users of software and terms of use associated with the acquisition of a Mobile App is authorized by Customer, and shall be binding upon Customer and each User. In addition to any fees disclosed by Bank to Customer for use of the underlying Channel Services or Services accessed through Mobile Apps, Customer and may incur charges from its telecommunications carrier for use of the Mobile App. Bank is not responsible for any such charges that Customer or Users may incur. The use of Mobile Apps presents unique risks in addition to those associated with the use of the Internet generally. Those risks include the potential loss or compromise of a Mobile Device with a Mobile App, the increased exposure to potential unauthorized access to communications and to malware and similar invasive software. Customer assumes all risks of using the Mobile Apps for the Channel Services any Services by all of its Users, and are responsible for managing the use and security of the Mobile Devices to combat these and other risks associated with mobile banking.

Section 1.7. Risks of Internet Use. Since the Internet is inherently unsecure and since there is a risk that data communications and transfers through the Channel Services may be subject to interruption, interception, failure, unavailability, delay or unauthorized access or dissemination ("*Failure Events*"), Bank agrees to take commercially reasonable steps to maintain the security of such data communications and transfers, including using encryption and other industry standard security features. Except where Bank fails to take such commercially reasonable steps, Bank shall not be liable for any Failure Events that occur, including any loss of privacy or data, or use by others of such data communications or transfers. Under no circumstances, shall Bank be liable for any Failure Events that occur prior to Customer or the User establishing a secure connection to Bank's authorized portal or after properly terminating that connection.

SECTION 2. PROCESS.

Section 2.1. Set Up and Implementation. Customer may elect to enable Channel Services for one or more Services through the corresponding Bank Agreement or this Agreement. In the set up process for a new or added Channel Service, Bank requires that Customer provide Bank with information necessary to establish the Channel Service and establish the User Rights of the Customer's Users, including those executing this Agreement and any Channel Service Schedule, and providing set up information to Bank. Bank may rely on the information provided to Bank by Customer in this process in establishing and providing the Channel Services to Customer. Any changes by Customer to the information provided to Bank must be made in writing and will not be effective until received by Bank has had a reasonable opportunity to act or such changes.

Section 2.2. Limited Use. Bank grants Customer, for Customer's internal business purposes solely in connection with a Service, a non-exclusive, non-transferable, limited and revocable right to use and access the Channel Services. Customer agrees to use the Channel Services only in connection with the Services for legitimate business purposes and only in accordance and in compliance with Applicable Law. Bank provides the Channel Services for the sole and exclusive benefit of Customer and Customer's Affiliates who become a party to this Agreement. Customer agrees not to access, or allow Users to access, the Channel Services from any country where such use or access is prohibited by United States sanctions regulations, Applicable Law or local law. If access to any software is provided through the Channel Services, Customer agrees not to download the software outside the United States. Any Vendor used by Customer in connection with the Channel Services or to whom Customer gives access to any Service including through the Channel Services is Customer's agent and not Bank's, and Customer is liable and solely responsible for: (a) any Vendor's failure to comply with this Agreement and manage Related Account information, transmit Instructions and other directions and decisions to us and other online features as described in this Agreement or the Bank Agreement including any Security Procedures or operating requirements relating to the Channel Services; and (b) all fees, costs and expenses owed to each Vendor for its services.

Section 2.3 Fees; Setoff. Fees associated with the Channel Services, if any, are specified in the applicable Channel Service Schedule, or as separately agreed by the parties in writing. In addition, Customer is subject to fees, interest and other charges as required under the applicable Bank Agreement. Customer and Users shall be responsible for any internet access or telecommunications charges they incur in connection with the use of the Channel Services including use of a Mobile Device. Customer agrees that, in the event Customer fails to pay the amount of fees due and owing under this Agreement, Bank may set off against an Account held by Customer at Bank to pay the amount of such fees, interest or charges (excluding any Account expressly titled to clearly demonstrate that the Account is held by Customer in a fiduciary or representative capacity for a third party such as, for example, a custodial Account).

Section 2.4. Restrictions. Customer agrees that it will not, and will not allow its employees, contractors, agents or Vendors to, directly or indirectly: (a) decompile, reverse engineer, disassemble or otherwise attempt to derive source code or trade secrets relating to the Channel Services; (b) copy (except in the case of normal backups and archival copies), reproduce, or incorporate any portion of the Channel Services, or seek to circumvent any restrictions or measures controlling access to the Channel Services; (c) license, lease, encumber, distribute, resell, or otherwise transfer, co-brand, frame, or link any portion of the Channel

Services; or (d) adapt, modify, transform or create derivative works of, any aspect of the Channel Services (including the removal or alteration of any copyright, trademark or proprietary rights notice).

SECTION 3. CHANNEL ADMINISTRATION.

Section 3.1. Channel Administrator. The administrative features for the management of the Channel Services are controlled and managed by Customer's Channel Administrator(s). The Channel Administrator has broad authority to manage the Channel Services including the authority and responsibility to appoint additional Channel Administrators with the authority for one or more Services, which includes the authority to:

- select and configure features and Channel Services for Customer's specific requirements;
- designate and delete Users, and assign and administer User Rights (except where Bank specifically reserves this right to itself in a Channel Service Schedule or Bank Agreement);
- select and administer Security Procedures and User controls related to the Channel Services;
- enable use of Mobile Apps for Users for certain Services;
- accept and act on all communications from Bank regarding the Channel Services; and,
- designate itself as a User with rights to the Channel Services for some or all of the linked Services.

Customer understands that Customer may, at its option, enable multiple or separate Channel Administrators for each Service. If Customer has included Affiliates under this Agreement, Customer may designate separate Channel Administrators for each Affiliate and the Affiliate's Services or may have a common Channel Administrator for one or more Affiliates. The Channel Administrators (set up by Bank on Customer's instruction in the implementation process) may also have authority for Channel Services over all Affiliates.

Section 3.2. Designation and Authority. (a) Customer will appoint a person or persons to serve as the Channel Administrator or Channel Administrators in writing on a form or forms Bank requires in the implementation process or if Customer does not then have an acting Channel Administrator. Customer agrees to not permit the sharing of Credentials or the use of any Credentials except by the person authorized by Customer or the Channel Administrator.

(b) The Channel Administrator has complete authority to manage Customer's use of the Channel Services including enabling User Rights. As part of the set up and implementation process, Bank will provide the Channel Administrator designated by Customer with its initial sign-on credentials and establish the Services to which he or she shall have access. The Channel Administrator must then establish its own password. Customer is solely responsible for maintaining the privacy and security of the Credentials once established and for any use of the Channel Services and Services associated with those Credentials.

(c) The Channel Services may allow the Channel Administrator to set transaction limitations, establish controls, develop templates, manage Credentials (other than User IDs provided by Bank) and utilize security features for the Channel Services. Failure to properly implement and manage limitations, controls, and security features increases the risks of, and Customer's exposure to, unauthorized transactions.

(d) Customer may have the option to require "*Dual Control Administration*," meaning that the approval of a second Channel Administrator is required to verify the designation and authorization of a User. Bank recommends that Customer elect to require Dual Control Administration. Bank will rely on the authority of the Channel Administrator and Users designated by the Channel Administrator until Bank receives written notice of a change from an authorized representative of Customer that Customer will be using Dual Control Administration and Bank has had a reasonable opportunity to act on and approve the notice.

SECTION 4. SECURITY AND SECURITY PROCEDURES.

Section 4.1. Effect. Access to Channel Services is subject to Security Procedures that Bank establishes with Customer. All use of the Channel Services through the Security Procedures will be deemed to have been authorized by Customer. Each direction, message or other instruction sent to Bank through the Channel Services by a User using the User's Credentials and applicable Security Procedures will be treated by Bank as authorized and shall bind Customer. Customer is responsible for the accuracy, completeness and timeliness of all such instructions sent through the Channel Services. The Security Procedures are not designed to detect errors in any communications to Bank or other use of the Channel Services. Use of the Services by Users themselves may be subject to the same or additional Security Procedures as required by the Bank Agreement or this Agreement. Bank may update its requirements with respect to Credentials by giving Customer notice through the applicable Users and Channel Administrator.

Section 4.2. Safeguarding the Security Procedures. Customer agrees to maintain the security and confidentiality of the Security Procedures and Implementation Materials. Customer's failure to protect the confidentiality and integrity of the Security Procedures may enable an unauthorized person to use the Channel Services and access Customer's Related Accounts and data, and transfer funds from Related Accounts. Customer must notify Bank as soon as reasonably possible if there has been a breach of its security, or any Security Procedure have been lost, stolen, misused or compromised. Customer should contact its relationship manager, Bank's customer support services or contact person indicated in the Channel Documentation. If a User is no longer authorized, Customer is responsible for terminating that User's User Rights. Bank may suspend the Channel Services if Bank believes the security of the Channel Services has been compromised.

Section 4.3 Customer Responsibilities. In addition to using and protecting the Security Procedures, it is Customer's responsibility to: (a) institute and use current and reasonable measures to mitigate the risks associated with the access to and use of the Channel Services and Services; (b) institute and enforce effective policies and procedures to control the use of the Channel Services, and ensure that its personnel use the Channel Services only as authorized and within the limits of their permission or authority; and (c) carefully monitor the activities of the Users using the Channel Services for compliance with this Agreement and Customer's internal control policies and require Users to maintain the safety and confidentiality of their Credentials

including by regularly changing their passwords. In addition to taking these measures, Customer acknowledges that Bank offers certain tools designed to assist Customer in controlling the incidence of unauthorized use of the Channel Services. If Customer chooses not to implement Customer Measures, and the proper use of that Service or Customer Measure could reasonably have prevented a Loss due to the incidence of fraud, or unauthorized activity Customer shall hold the Bank harmless for such Losses that could have reasonably been prevented.

Section 4.4. Customer Systems. Customer is responsible for having and maintaining functioning hardware, software, infrastructure, mobile and other communication devices, Internet access and service and information technology systems including reasonable and current security features and protections (collectively "*Customer Systems*") necessary for use with the Access Channels and for meeting the technical specifications set forth in the Channel Documentation. Customer is responsible for any malfunction, compromise, security breach or other misuse or problems with the Customer Systems and for the information transmitted and received through the Customer Systems.

Section 4.5. Additional Authentication. Bank has no duty to monitor Customer's use of the Channel Services. Bank may, however, in its discretion, apply a variety of techniques and programs that may trigger a requirement for a User to respond to an email or message from Bank to provide additional authentication before permitting certain actions of the User including a change in User's profile and certain transactions. Users will not be able to complete the desired actions until additional authentication is provided. Customer is not entitled to rely on these programs or techniques as a substitute for its own internal control of the activities of its Users.

SECTION 5. ELECTRONIC COMMUNICATIONS; CONSENT.

The parties agree that this Agreement and the Bank Agreements are entered into on an interstate basis and agree that those Agreements and Services and Channel Services are subject to the Electronic Signatures in Global and National Commerce Act and may be executed and delivered by facsimile, electronic mail in PDF or similar format or other electronic method. Customer agrees and consents that Bank may, at its option, send to Customer any record, notice, disclosure, account statements and other information including information that Bank is required by Applicable Law to provide to Customer in writing via electronic means (including through a Channel Service.) Electronic communications include commercially reasonable electronic communications methods Bank employs that deliver visual text or images to be displayed on a computer or mobile device screen (such as e-mail, SMS or other mobile phone text, and posting through a Channel Service). This is Customer's consent to receive account statements and other notices from Bank electronically. Bank's records as to the executed Agreement shall be controlling. Bank may, however, require that Customer deliver an original of this Agreement with a manual original signature.

SECTION 6. NOTIFICATIONS.

Section 6.1. Establishment. Users are required to accept certain administrative emails and text notifications and may elect to receive certain other email or text notifications relating to an activity, status or action relating to their Channel Services and any Services including for additional authentication Bank may require (all such emails and texts, "*Notifications*"). The Notification feature is set up by each User and depends on the User specifying a valid and current

email address or phone number. Customer consents to the sending of email and text notifications to Users, including to any Mobile Devices and through any Mobile App, and understands that such messages could result in charges to the Users or Customer for such messages from the carriers of such messages.

Section 6.2. Informational Use. Notifications are provided for Customer's and User's information and convenience only. Notifications do not constitute a Bank record and are not intended as a substitute for proper account management or regular use of Bank's account management or other information related Services.

Section 6.3. Delivery Risks. Notifications may be delayed or prevented by a variety of circumstances beyond Bank's control. Bank does not guarantee the delivery of any Notifications. Notifications are sent via the Internet or wireless networks without being encrypted or otherwise coded in any way. Bank will not be liable in any way for non-delivery, delayed or wrong delivery of Notifications, the content in Notifications, or Customer's use of, or reliance on, the absence of any Notification for any purpose. Replies to a Notification are not permitted and will not be read or acted upon.

SECTION 7. BANK REPRESENTATIONS AND WARRANTIES.

Bank represents and warrants to Customer that: (a) Bank's duly organized, validly existing, and in good standing in the jurisdiction in which Bank is organized; (b) the execution, delivery and performance by Bank of this Agreement has been authorized by all necessary corporate and governmental action; (c) the person(s) signing this Agreement is duly authorized to do so; (d) this Agreement represents Bank's legal, valid and binding obligation; and (e) execution and performance of this Agreement and provision of the Channel Services does not violate any Applicable Law, Bank's bylaws or any material agreement by which Bank is bound. No descriptions or specifications constitute representations or warranties of any kind. Bank is acting as an independent contractor in providing the Channel Service and not as Customer's agent or as a fiduciary. EXCEPT AS EXPRESSLY SET FORTH ELSEWHERE IN THIS AGREEMENT, BANK MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, OF ANY KIND WITH RESPECT TO ANY ACCESS CHANNELS OR CHANNEL SERVICES OR OUR PERFORMANCE OF ANY SERVICES OR THE CHANNEL SERVICES, INCLUDING, WITHOUT LIMITATION, THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO DESCRIPTIONS OR SPECIFICATIONS CONSTITUTE REPRESENTATIONS OR WARRANTIES OF ANY KIND.

SECTION 8. CUSTOMER REPRESENTATIONS AND WARRANTIES.

Customer represents and warrants to us that: (a) Customer is duly organized, validly existing, and in good standing in the jurisdiction in which Customer is organized, and is validly qualified in any other jurisdiction where Customer does business and is required to be qualified except where the failure to be so qualified would not have a material adverse effect on Customer; (b) the execution, delivery and performance by Customer of this Agreement including each Channel Service Schedule and the Implementation Materials has been authorized by all necessary entity and governmental action; (c) the person or persons signing this Agreement including each Channel Service Schedule and the Implementation Materials on Customer's behalf is (are) duly authorized to do so; (d) this Agreement including each Channel Service Schedule represents Customer's legal, valid and binding obligation; (e) the execution and performance of

this Agreement including each Channel Service Schedule, and the use of the Channel Services do not and will not violate in any material respect any Applicable Law, Customer's entity governing documents, or any material agreement by which Customer is bound; and (f) each transaction Customer conducts, and each account Customer has with Bank is conducted or maintained for a business or commercial purpose and not a personal, family or household purpose. Customer reaffirms these representations and warranties each time it executes a Channel Service Schedule and each time it uses a Channel Service and agrees to promptly notify Bank if any representation or warranty made by Customer is no longer true.

SECTION 9. COMPLIANCE

This Agreement and the use and provision of the Channel Services are subject to all Applicable Law. Each party agrees to comply with Applicable Law in using or providing the Channel Services, as the case may be. Customer agrees to comply with the requirements of the Channel Documentation provided for the Channel Services.

SECTION 10. LIMITATION OF LIABILITY.

CUSTOMER AGREES TO THE MAXIMUM EXTENT PERMITTED BY LAW THAT IN ADDITION TO ANY OTHER LIMITATION ON BANK'S LIABILITY IN THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY CHANNEL SERVICE SCHEDULE OR BANK AGREEMENT, IN NO EVENT WILL BANK (OR ITS OFFICERS, DIRECTORS, SHAREHOLDERS, AFFILIATES, EMPLOYEES OR AGENTS) BE LIABLE OR RESPONSIBLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR SPECULATIVE LOSSES, EXPENSES, INJURY, COSTS OR DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, REVENUE, SAVINGS, TIME, DATA, GOODWILL AND OPPORTUNITIES, ATTORNEYS' FEES, AND COURT AND OTHER DISPUTE RESOLUTION COSTS) THAT CUSTOMER OR ANY OTHER PERSON MAY INCUR OR SUFFER IN CONNECTION WITH THIS AGREEMENT OR ANY CHANNEL SERVICE PROVIDED BY BANK, EVEN IF BANK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, COST OR DAMAGE AND REGARDLESS OF THE TYPE OF CLAIM. IN THE CASE OF ANY CONFLICT BETWEEN ANY LIMITATIONS OF LIABILITY IN THIS AGREEMENT INCLUDING A CHANNEL SERVICE SCHEDULE, OR A BANK AGREEMENT, THE BROADER LIMITATION SHALL CONTROL TO THE MAXIMUM EXTENT PERMITTED BY LAW.

Customer further agrees, to the maximum extent permitted by law, that Bank's liability to Customer arising from any Channel Service will be limited to actual monetary damages that are the direct result of Bank's negligence or willful misconduct. Notwithstanding the forgoing, for any Instructions that are Payment Orders which are governed and subject to UCC Article 4A, Bank is liable only for damages required to be paid under UCC Article 4A. In addition to the forgoing limitation, in the instance of any overbilling by Bank that is timely reported by Customer as required by this Agreement, Bank's liability shall not exceed the amount overbilled by and paid to Bank by Customer. In no instance shall Bank be responsible or liable for (a) any act or omission of Customer's officers, employees or agents, or of any third party (other than Bank's Processors), (b) any failure to act by Bank if Bank reasonably believed taking the omitted action would have violated Applicable Law, or (c) any interception of information relating to the Customer or its transactions as a result of Customer's use of the Internet or other Access Channel that is not the result of Bank's gross negligence or willful misconduct. Customer is also subject to any further limitations of liability set forth in an applicable Channel Service Schedule or Bank Agreement.

SECTION 11. INDEMNIFICATION OBLIGATIONS

Section 11.1. Customer. To the fullest extent not prohibited by Applicable Law, Customer agrees to indemnify and hold Bank and its officers, directors, employees, affiliates, shareholders and agents harmless from and against any and all losses, liabilities, damages, actions, claims, demands and expenses including court costs and reasonable attorneys' fees and expenses ("Losses") resulting directly or indirectly from, or arising in connection with: (a) Customer's breach of any of Customer's agreements, representations, warranties or covenants in this Agreement or any Channel Service Schedule; (b) Customer's violation of Applicable Law in connection with any Channel Service or this Agreement; (c) Customer's use of the Channel Services and Bank's complying with or carrying out any instruction or other direction given to Bank in accordance with this Agreement or a Channel Service Schedule; or (d) a claim or action of a third party Provider or Vendor. Customer is not, however, obligated to indemnify Bank or hold Bank harmless for any Loss directly resulting from Bank's gross negligence or willful misconduct.

Section 11.2. Bank. To the fullest extent not prohibited by Applicable Law, Bank agrees to indemnify and defend or settle at its expense any action brought against Customer to the extent that it is based on a claim that a Channel Service as used by Customer in accordance with this Agreement directly infringes a U.S. copyright, trademark or patent or constitutes misappropriation of a third-party trade secret, provided, however, that Customer: (a) promptly notifies Bank in writing of such claim; (b) has not made any admission of liability or agreed to any settlement or other material issue relating to such claim; (c) reasonably cooperates with Bank at Customer's expense in the defense or settlement; and (d) at Bank's request, gives Bank sole control and authority over all aspects of the defense or settlement of such claim.

SECTION 12. TERM AND TERMINATION.

Section 12.1. Term. This Agreement is effective as of the Effective Date and shall remain in effect until terminated by either party as provided in this Agreement; provided, that in the event any Bank Agreement or Service is terminated then the Corresponding Access Channel or Channel Service Schedule will also be terminated, but without terminating this Agreement. This Agreement or any Channel Service Schedule may be terminated by either party at any time by giving thirty (30) days' prior written notice of termination to the other party.

Section 12.2. Bank Termination. Bank may terminate this Agreement or terminate or suspend any or all of the Channel Services immediately if (a) Customer breaches a material obligation under this Agreement or violated any Applicable Law in connection with the Channel Services or any other material agreement with Bank; (b) Customer becomes insolvent, is placed in receivership or is adjudicated bankrupt or Customer becomes subject to any voluntary or involuntary bankruptcy proceeding or any assignment for the benefit of its creditors; (c) Customer's financial condition has become materially impaired in Bank's good faith opinion based on reasonable evidence such that Bank believes Customer is likely to be unable to perform its material obligations to Bank; (d) any person or group acting in concert that is not a controlling stockholder of Customer on the date of this Agreement acquires, directly or indirectly (whether by merger, stock purchase or issuance, recapitalization, reorganization or otherwise), a majority of Customer's outstanding equity interests; or (e) the continued provision of any of the Channel Services in accordance with the terms of this Agreement would, in Bank's good faith opinion, cause Bank to violate Applicable Law or any requirement, policy or directive of any regulatory authority, or would subject us to an unacceptable risk of loss or material security risk.

Section 12.3. Effect. Upon any termination of this Agreement, Customer shall: (a) promptly pay to Bank all sums due or to become due under this Agreement, (b) securely destroy (or return to Bank if requested by Bank) at Customer's expense all Channel Documentation, Security Procedures, and related Implementation Materials, and all copies and reproductions thereof, whether written or in magnetic media and whether received from Bank or otherwise; and (c) have no further right to make use of the Channel Services.

Section 12.4. Survival. Termination of the Channel Service or this Agreement does not relieve or release Customer's payment obligations for any Channel Service or Service Bank provides before and after the Channel Service or this Agreement is terminated, nor does it release Customer or Bank from any of our respective obligations that arose or became effective prior to such termination. In addition, all provisions of this Agreement relating to the parties' warranties, representations, confidentiality or non-disclosure obligations, proprietary rights, limitation of liability and indemnification shall survive the termination of the Channel Services or this Agreement.

SECTION 13. FORCE MAJEURE.

Neither party shall be responsible, and neither shall incur any liability to the other, for any failure, error, malfunction or any delay in carrying out any of its obligations under this Agreement directly resulting from causes beyond such party's reasonable control, including without limitation, fire, casualty, lockout, strike, unavoidable accident, failure of the internet or telecommunications systems, act of God, act of terrorism, riot, war or the enactment, issuance or operation of any adverse governmental law, ruling, regulation, order or decree, or an emergency that prevents such party from operating normally.

SECTION 14. MISCELLANEOUS.

Section 14.1. Entire Agreement. This Agreement together with the applicable Channel Service Schedule and Channel Services provisions of the Bank Agreements (if any), applicable terms of use of any Mobile Apps (if any) constitutes the complete and exclusive statement of the agreement between the parties with respect to the Channel Services and supersedes any prior or contemporaneous agreements between the parties with respect to such Channel Services. If there is a conflict between this Agreement and a Bank Agreement, the terms of this Agreement shall control to the extent necessary to resolve the conflict. Nothing in this Agreement confers a right or benefit on any person or entity other than Bank and Customer, except for any Processors.

Section 14.2. Amendment. This Agreement including any Channel Service Schedule may be modified by a written agreement executed and signed by the parties. Bank may, however, modify this Agreement including any Channel Service Schedule by giving Customer written notice. If Customer or a User uses or accesses the applicable Channel Services after the expiration of thirty (30) days of the giving or posting of such notice (or a later effective date specified in such notice or posting), Customer is bound by this Agreement including Channel Service Schedule as so modified. Notwithstanding the foregoing, if a modification to this Agreement or any Channel Service Schedule is required by or under Applicable Law or by a regulatory authority with jurisdiction over Bank or is, in Bank's sole good faith opinion, necessary to preserve or enhance the security of the Channel Services or update the functionality (including if required by a Processor), Bank may modify this Agreement including any Channel Service

Schedule by giving Customer notice of the modification by any means permitted by Applicable Law, and the modification will be effective immediately upon Bank giving such notice.

Section 14.3. Assignment. Customer may not sell, assign or transfer any of its rights or obligations under this Agreement without Bank's prior written consent. Bank may assign its rights and obligations under this Agreement in whole or in part without Customer's consent (a) pursuant to, or in connection with any merger, consolidation or amalgamation involving Bank or its parent company, or the sale or transfer of all or substantially all of Bank's assets or stock, or (b) in connection with the sale or other disposition involving a line of business to which this Agreement relates. Bank will use reasonable efforts to notify Customer of any such assignment. Customer expressly reserves its right to terminate any or all Services in the event of any such transaction.

Section 14.4. Governing Law; Venue; Waiver of Jury Trial. This Agreement and any claims or disputes relating to or arising out of this Agreement or the Channel Services shall exclusively be governed by, and construed in accordance with, the laws of the State of Ohio, without regard to Ohio's conflict of law principles, and with applicable federal laws and regulations. Customer irrevocably submits to the nonexclusive jurisdiction of the state and federal courts in Ohio and agrees that any legal action or proceeding with respect to this Agreement may be commenced in such courts. EACH PARTY EXPRESSLY, IRREVOCABLY, KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT.

Section 14.5. Notices. Except as otherwise specifically provided in the Service Terms, Channel Service Schedule, Channel Documentation or the Implementation Materials with respect to a particular Channel Service, notices under this Agreement shall be provided in writing by nationally recognized overnight courier, hand delivery or email. The Bank also reserves the right to provide notice to Customer electronically via email or posting to the Bank's online platform or Access Channel, each of which Customer agrees will be considered "in writing." The address for notices to Customer will be the address the Bank has in its records with respect to this Agreement or the particular Service, as applicable. The address for notices to Bank will be as the Bank specifies to Customer in writing, including in the Implementation Materials. Notices shall be deemed effective: (i) when received, if sent by overnight courier or hand delivery; (ii) three (3) days after sending, if sent by U.S. Mail; or (iii) when sent or posted, if provided via email or posting to the Bank's online platform.

Notwithstanding any terms in this Section to the contrary, any addition, deletion or change to any Services or Service Terms requested by Customer (each, a "Change Request") must be submitted in a form acceptable to the Bank. No Change Request will become operative or effective until the Bank has had an opportunity to review and respond to such Change Request, which the Bank agrees to do within a reasonable period of time.

Section 14.6. Counterparts. The Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute a single instrument.

Section 14.7. Severability. If performance of the Channel Services in accordance with the terms of this Agreement would result in a violation of any Applicable Law to which Bank is subject, then this Agreement shall be deemed amended to the degree necessary to comply with such Applicable Law, and Bank shall incur no liability to Customer as a result of such violation or amendment. If any provision of this Agreement is held to be invalid, illegal or unenforceable, such

provision shall be valid, legal and enforceable to the maximum extent permitted by such holding and the validity, legality, or enforceability of the other provisions of this Agreement will not be affected or impaired by such holding.

Section 14.8. Headings. Headings are for reference purposes only and are not part of this Agreement.

Section 14.9. Waiver. No party's failure or delay in exercising any right or remedy under this Agreement will operate as a waiver of such right or remedy, nor shall any waiver by either party of any breach of the other party's obligations under this Agreement operate as a waiver of any prior, current or subsequent breach. No waiver will be effective unless made in writing.

SECTION 15. AFFILIATES.

Section 15.1. Joinder. By executing this Agreement, Customer (as indicated on the Signature Page and for purposes of this Section the "*Initial Customer*"), each Affiliate of Customer listed below on the Signature Page (if any), and Bank agrees that each such Affiliate shall have all of the rights and obligations of, and shall for all purposes be a party under this Agreement as, "Customer." Additional Affiliates can be added through an addendum to this Agreement in the form required by Bank and executed by Customer, that Affiliate and Bank.

Section 15.2. Representation. Initial Customer represents, warrants and covenants to Bank that (a) each entity signing this Agreement as an Affiliate meets the definition of Affiliate and shall continue to meet such definition as long as the entity receives or uses the Services, (b) and the individual signing on behalf of the Initial Customer is duly authorized to execute this Agreement on behalf of each Affiliate, and (c) that each Affiliate hereby agrees to be bound by the terms of this Agreement for the use of the Services.

Section 15.3. Role of Initial Customer; Responsibility. Each Affiliate agrees that it is responsible for the payment of fees or maintenance of required balances for the Services that it receives from Bank, and for all obligations and liabilities it incurs. Each Affiliate hereby authorizes Initial Customer, and Bank may rely on Initial Customer's authority, to act as agent for such Affiliate in connection with any and all matters relating to the Agreement, including, without limitation, administering the Services and originating transactions (i.e., ACH, wire or check), executing Implementation Materials, terminating the Agreement, agreeing to modifications and amendments to the Agreement, adding new Affiliates, and receiving notices under the Agreement (which will be effective against the Customers, even if such notices and communications are sent only to Initial Customer); any and all such actions by the Initial Customer shall be binding on the Affiliates.

Section 15.4. Single Channel Access. Initial Customer and any Affiliate acknowledge and agree that the Security Procedures and Credentials provided by Bank to the Initial Customer shall be used to use the Services. As such, each Affiliate acknowledges and agrees that (i) Bank may rely on and act on any and all communications and Instructions it receives through Channel Services using the Security Procedures and Credentials assigned to the Initial Customer and Bank's reliance shall not constitute negligence or willful misconduct or bad faith, (ii) each Customer shall be bound by such use of the Services and any Instructions (including funds transfers) and liable for any transactions debiting the Account of the Affiliate, and (iii) Bank shall have no liability or responsibility for notifying any Affiliate with which Initial Customer shares its

Security Procedures. Each Affiliate and Initial Customer understands and agrees that use of the Services and any transactions affecting each Affiliate's Accounts may be reflected on the records of Bank as initiated by the Initial Customer.

Section 15.5. Guarantee. Initial Customer unconditionally and irrevocably guarantees to Bank the full and prompt payment and performance by each Affiliate of all obligations they or any of them may incur under this Agreement, including obligations for fees and charges, indemnification obligations, in any case that any payment to Bank by an Affiliate is set aside, rescinded or otherwise required to be returned in any bankruptcy or similar proceeding. Initial Customer agrees to pay any and all such amounts upon demand by Bank.

SECTION 16. DEFINITIONS.

“Access Channels” means Fifth Third Direct, the Mobile Apps and other websites or portals, and direct access that Bank makes available to its commercial, business and financial institution customers. Bank's Access Channels do not include portals or other means of access that may be provided by or available through a third party and clearly marked as such.

“Account” or “Accounts” means one or more commercial demand deposit accounts at Bank that is maintained or controlled by Customer.

“Affiliate” means any entity that is directly or indirectly controlled by the Customer through ownership of at least a majority of the equity interests of, or holding voting control over, such entity.

“Agreement” includes the Online Channel Access Agreement, the applicable Channel Service Schedule and all Channel Documentation.

“Applicable Law” means all applicable federal and state laws, rules and regulations as in effect from time to time governing or relating to the Agreement or the Services, including, without limitation, the Operating Rules and the rules of any funds transfer system, and the rules of, and regulations administered by, the Office of Foreign Assets Control of the U.S. Treasury Department.

“Bank Agreements” means each of the separate written agreements (including the MTMA), account documentation, notes, related agreements and other documents and instruments in effect between Customer and Bank and which govern the applicable Service. Customer may be required to enter into an agreement with a third party service provider that enables Bank to provide Channel Services to Customer.

“Business Day” means any other day other than a Saturday, Sunday, holiday or other day on which the Bank is required or permitted to be closed.

“Channel Administrator” means each individual appointed by Customer as the Customer administrator for Channel Services on the Implementation Materials or other written instruction.

“Channel Documentation” means the online or text manual and user guides Bank provides to Customer that contain technical specifications, instructions and guides for using a Channel Service.

“Channel Service Schedule” means a schedule or addendum executed by Bank and Customer that expressly refers to or incorporates this Agreement (including the applicable Bank Agreements) and sets forth the features, functionality and other aspects of the Channel Service available to Customer for a particular Service.

“Channel Services” means, collectively, the Access Channels and the services, functionality, content and features available for use with or through the Access Channels as more particularly set forth in this Agreement and the applicable Channel Service Schedule or Bank Agreement (but not including the Services themselves).

“Credentials” means the user name, personal identification numbers, identification codes, passwords and other identifying and authentication inputs, security token or authentication device, equipment or software, that the Channel Administrator and Users use or apply in order to access the Channel Services.

“Customer Measures” means those commercially reasonable procedures to prevent fraud, misuse and unauthorized use of Related Accounts that are implemented, maintained and enforced by Customer.

“Cutoff Time” means the time on any Business Day when Bank will no longer accept Instructions or process transactions (including Payment Orders) for that Business day and any such Instructions received after such time, if accepted, and transactions processed on that day will be processed as of the next Business Day.

“Designated Account” means a demand deposit, savings, lease, loan, commercial card, transaction or investment account with Fifth Third Bank or other provider of the applicable Service in Customer’s name or to which Customer or any of its Affiliates has been granted access by express authority of the account owner that has been authorized by Customer for access through a Channel Service.

“Implementation Materials” means any documents that facilitate the use of a service, specifications, set-up and sign-up forms provided by Bank, and those completed and submitted by Customer, including electronically.

“Instruction” means a Payment Order or other instruction for a wire transfer, electronic funds transfer, ACH Entry (as defined in the Operating Rules), file, batch release or other message, instruction or direction to Bank.

“Losses” means any and all claims, actions, demands, losses, damages, judgments, liabilities, costs and expenses (including, without limitation, reasonable attorneys’ fees and court costs) and all costs of settlement of claims.

“Mobile Apps” means the applications or “apps” Bank makes available and authorize for downloading by Customer and Users on Mobile Devices.

“Operating Rules” means the Operating Rules and Operating Guidelines of the National Automated Clearinghouse Association, the Electronic Check Clearing House Organization Rules, and the rules of any other national or regional clearinghouse, payment card association (e.g., MasterCard Incorporated), or payment network in effect from time to time and in which Bank participates and uses to provide Services.

“Payment Order” has the meaning ascribed thereto in Article 4A of the UCC.

“Processors” means any third-party processors engaged by Bank to provide any part of the Services.

“Security Procedures” means the Credentials, call back protocols, and other systems or procedures provided by Bank or its Processors for authenticating Instructions, transactions and the use of a Channel Service.

“Services” has the meaning set forth in the applicable Bank Agreement.

“Service Terms” means the terms and conditions for the Services provided by Bank to Customer under this Agreement, including any Implementation Materials or otherwise incorporated herein.

“UCC” or “Uniform Commercial Code” means the Uniform Commercial Code, as enacted in the State of Ohio.

“User Rights” means the entitlements and other rights provisioned by the Channel Administrator or Bank to a User, subject to any restrictions imposed by the Channel Administrator or Bank (including rights to certain types of Channel Services, dollar amount, account and transaction type limitations, Channel Services and approval processes) with respect to some, all or a defined set of the Channel Services.

“Users” means personnel, or sets or types of personnel including the Channel Administrator, whose User Rights have been established in accordance with this Agreement.

“Vendor” means any third party service provider used by Customer in connection with the Services or to whom Customer give access to any Service, including through an Access Channel or the Channel Services.

[Signature Page Follows]



IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

CUSTOMER NAME:

FIFTH THIRD BANK

Village of La Grange Park _____

By: _____

Tax ID: 36-6005954 _____

Print Name: _____

By: _____

Print Title: _____

Print Name: Lawrence L. Noller _____

Date: _____

Print Title: Finance Director _____

Note: If required by resolution, second officer of Customer must sign below

By: _____

Print Name: _____

Print Title: _____

Signing as a duly authorized officer or agent of each of the Affiliates listed below

By: _____

Print Name: _____

Print Title: _____

This Agreement includes the following Affiliates:

Affiliate Name:

Tax ID No.:

_____	_____
_____	_____
_____	_____



Pricing Amendment

This Pricing Amendment (“*Amendment*”) is an amendment to the Master Treasury Management Agreement (the “*Master Agreement*”) currently in effect between the “*Customer*” identified on the Signature Page below (“*you*”) and Fifth Third Bank (“*we*” or “*us*”). All capitalized terms not otherwise defined in this Pricing Amendment have the meaning provided in the Master Agreement.

1. **Account Fees.** This Pricing Amendment establishes the Account Fees for the Services we provide you pursuant to the Master Agreement or otherwise. The Fee Schedule attached to this Amendment shall govern for the term commencing on the “*Effective Date*” specified below and ending on the “*Expiration Date*” specified below. ***This Amendment is not valid unless the Fee Schedule is attached at the time of signing this Amendment.*** On the day following the Expiration Date, the Account Fees shall adjust to the then rates offered by us to customers with similar credit and relationship characteristics unless you and we have otherwise expressly agreed in writing.

2. **Effect.** This Amendment amends the Master Agreement solely for purposes of establishing the Account Fees for you during the Term. All provisions of the Master Agreement not inconsistent with this Amendment remain unchanged and in full force and effect, and are ratified and confirmed. In the case of any conflict between the provisions in the Master Agreement and this Amendment, the provisions of this Amendment shall prevail.

3. **Miscellaneous.** We represent and warrant to each other that this Amendment has been authorized by all necessary corporate or other entity action, and that the person signing this Amendment on our behalf is duly authorized to do so. This Amendment evidences the entire agreement and understanding between us with respect to the subject matter of this Amendment and supersedes all prior agreements and discussions between us with respect to that subject matter.

EXECUTED THIS _____.

Term of this Amendment: From _____ (“*Effective Date*”) to
_____ (“*Expiration Date*”)

FIFTH THIRD BANK

CUSTOMER _____

By: _____

By: _____

Print name: _____

Print name: _____

Print title: _____

Print title: _____

FEE SCHEDULE
(Attached)

This Amendment is NOT valid unless the Account Fee information is attached

FEE SCHEDULE FOR VILLAGE OF LAGRANGE COMPOSITE ACCOUNT 1001140

Services Performed	Service Codes	Price
STANDARD		
COMMERCIAL DEPOSITS	G21	1.0000
CHECKS PAID	G2311	.1000
DEPOSIT ITEMS REJECTED	50905	0
DEPOSIT ADJUSTMENT	50910	15.0000
COMPOSITE GROUP	50913	0
STOP PAYMENT	50916	10.0000
CHK RETURNED ITEM OR CHARGEBACK	50931	5.2500
STANDARD CONFIRMATION	50956	0
PAPER ANALYSIS STATEMENT FEE	50961	0
UNENCODED ITEMS DEPOSITED	50962	.1000
ENCODED ITEMS DEPOSITED	50982	.1000
MONTHLY MAINTENANCE	50999	14.5000
PAPER ACCOUNT STATEMENT FEE	51114	0
PAPER ITEM ADMIN FEE	51215	0
WIRE INCOMING STRUCTURED	51405	11.0000
ACH CREDIT RECEIVED	58602	.1200
ACH DEBIT RECEIVED	58603	.1200
ACH ADDENDA RECEIVED	58604	0
DEPOSIT ADMINISTRATION FEE	99965	10 cents per \$1,000
ZBA		
ZBA PARENT ACCOUNT	50904	10.0000
ZBA SUB-ACCOUNT	53702	10.0000
ACH POSITIVE PAY		
ACH POSITIVE PAY FILTER	50040	0
ACH POSITIVE PAY MO MAINT	50041	WAIVED
ACH		
ACH TRANSACTION CONTROL		
ACH SD CREDIT ORIGINATED	58702	1.7200
ACH - STANDARD		
ACH RETURNED TRANSACTION	58674	4.5000
ACH ORIGINATED - DIRECT SEND		
ACH DIRECT SEND ORIGINATED CR	58606	.1000
ACH DIRECT SEND ORIGINATED DR	58607	.1000
ACH ORIGINATED - ONLINE		
ONLINE ACH MONTHLY FEE	58620	0
ACH CREDIT ORIGINATED	58621	.1000
ACH DEBIT ORIGINATED	58622	.1000
ACH FILE PROCESSED	58627	0
REPORTING SERVICES		
ACH RETURN/NOC RPT VIA WEB	58650	0
CASHIERING		
BANKING CENTER CASH DEPOSITS		
BKG CNTR DEPOSITED CASH	51606	.0014

CHECK CLEARING**RETURNS - STANDARD**

PAPER REPRESENTMENT	50930	4.5000
RETURNS MGMT MODULE	51005	0
RETURNED ITEMS PER IMAGE	51006	0

DATA EXCHANGE

FILE MAP AND IMPORT	52124	0
FTD DATA EXCHANGE	52623	0

Subtotal - DATA EXCHANGE**DISBURSEMENTS****ARP / POSITIVE PAY**

ARP MONTHLY BASE CHARGE	50201	0
ARP CHECKS PAID	50203	.0200
ARP CHECKS ISSUED	50204	0
ARP ONLINE ISSUE MGMT BASE CHARGE	50220	0
POSITIVE PAY MONTHLY BASE CHARGE	50401	30.0000
BANK MAINTAIN POS PAY EXCPTN	50402	5.0000
POSITIVE PAY PAYEE LINE PER ITEM	50407	0

CHECK BLOCK

CHECK BLOCK MONTHLY BASE FEE	50224	25.0000
CHECK BLOCK RETURNS	50225	0

IMAGE SERVICES**PAID CHECK IMAGING**

CHECK IMAGING PER ACCOUNT	50501	0
CHECK IMAGING PER ITEM	50502	0
ONLINE IMAGE RETRIEVAL BASE	50991	0

IMAGE

IS - 7 YR PAPER PAYMENTS	52631	0
IS - BASE FEE PER COMPANY	52643	0

INFO REPORTING**AMP - PRIOR DAY REPORTING**

ONLINE AMP STOP PAYMENT	51920	10.0000
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PORTAL - STANDARD

ONLINE ACH MODULE	52609	25.0000
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PORTAL - PRIOR DAY

ONLINE PRIOR DAY BASE	52601	55.0000
ONLINE PRIOR DAY ACCOUNT 1st	52602	0
ONLINE PRIOR DAY ACCOUNT	52602	15.0000
ONLINE PRIOR DAY DETAIL	52603	0
ONLINE STOP PAYMENT BASE FEE	52607	0

PORTAL - INTRA DAY

ONLINE INTRADAY BASE	52604	0
ONLINE INTRADAY PER ACCOUNT	52605	0
ONLINE INTRA DAY DETAIL	52606	0

PORTAL

PORTAL - STANDARD

CE RETAIL LBX MONTHLY MNTNC	52420	75.0000
CE RLBX PER ITEM CRIT SNGL DAY	52421	.2500
CE RLBX PER ITEM CRIT MLTI DAY	52422	.3500
CE RLBX PER ITEM NON CRITICAL	52423	.1500

RETAIL LOCKBOX

RETAIL LOCKBOX - STANDARD

RLBX ITEMS PROCESSED	52304	.2050
RLBX EXCEPTION-UNPROCESSABLE	52319	.1200
RLBX MICR CAPTURE	52323	.2650
RLBX ANNUAL PO BOX FEE	52326	0
RLBX MONTHLY MAINTENANCE	52339	70.0000
RLBX TRANSMISSION	52358	11.7500
RLBX CASH PAYMENT	52363	2.5000
RLBX OVERNIGHT PAYMENT	52368	2.5000
RLBX EXCEPTIONS CHECK ONLY	52369	0
RLBX EXCEPTIONS MULTIDOCUMENT	52370	.3000
RLBX CHECK&LIST	52371	0
RLBX DATA CAPTURE	52382	.0300

ELECTRONIC LBX

RLBX ELECTRONIC PER ITEM	52395	.1250
RLBX ELECTRONIC TABLE MAINTENANCE	52396	0
RLBX ELECTRONIC MONTHLY MAINT	52400	25.0000

MISCELLANEOUS

LEGACY

ZBA: DEBIT TRANSACTION	53704	0
ZBA: CREDIT TRANSACTION	53705	0
ACH TRANSACTION-CR	99855	0

Village President Divider

Village Board Agenda Memo

Date: September 8, 2020

To: Village President and Board of Trustees

From: Dr. James Discipio, Village President
Julia Cedillo, Village Manager 

RE: Reappointments to Youth Commission

GENERAL BACKGROUND

The Youth Commission is comprised of ten members who serve a 2-year term. Currently the Youth Commission has two members who are up for reappointment. Ms. Julia Reven is a Junior at LT High School and has served on the Youth Commission since 2016. Mr. Ryan McAllister is a senior at LT High School and has served on the Youth Commission since 2018.

<u>Name</u>	<u>Term Expires</u>	<u>Reappoint To Term</u>
1. Julia Reven	Sept. 1, 2020	Sept. 1, 2022
2. Ryan McAllister	Sept. 1, 2020	Sept. 1, 2022

STAFF RECOMMENDATION

Staff recommends the Board affirm President Discipio's recommendation to reappoint the aforementioned individuals to the Youth Commission.

MOTION / ACTION REQUESTED

This item is for discussion and action.

Motion . . . To reappoint Julia Reven and Ryan McAllister to the Village of La Grange Park Youth Commission for terms to expire on September 1, 2022.



PROCLAMATION

**“CHAMBER OF COMMERCE WEEK”
September 14th – 18th, 2020**

- WHEREAS, the West Suburban Chamber of Commerce and Industry and the La Grange Park Chamber of Commerce work with the businesses, merchants, and industry to advance the civic, economic, industrial, professional and cultural life of the Village of La Grange Park; and
- WHEREAS, chambers of commerce have contributed to the civic and economic life of Illinois for 182 years since the founding of the Galena Chamber of Commerce in 1838; and
- WHEREAS, this year marks the 101st anniversary of the founding of the Illinois Chamber of Commerce, the state’s leading broad-based business organization; and
- WHEREAS, the chamber of commerce and its members provide citizens with a strong business environment that increases employment, the retail trade and commerce, and industrial growth in order to make the Village of La Grange Park a better place to live; and
- WHEREAS, the chamber of commerce encourages the growth of existing industries, services, and commercial firms and encourages new firms and individuals to locate in the Village of La Grange Park; and
- WHEREAS, the State of Illinois is the home to international chambers of commerce, the Great Lakes Region Office of the U.S. Chamber of Commerce, the Illinois Chamber of Commerce and more than 400 local chambers of commerce; and
- WHEREAS, this year marks the 105th anniversary of the Illinois Association of Chamber of Commerce Executives, a professional development organization for the chamber of commerce professionals.

NOW, THEREFORE BE IT PROCLAIMED THAT:

September 14-18, 2020 be recognized as “Chamber of Commerce Week” in the Village of La Grange Park.

BE IT FURTHER RESOLVED THAT:

The members of the La Grange Park Village Board recognize the value of a robust Chamber of Commerce; embrace our Businesses as vital to the success of our community, admire the fortitude of our Business Owners and their employees, and encourage all of our residents to shop locally.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the Village of La Grange Park to be affixed this September 8, 2020.

Dr. James L. Discipio, Village President

ATTEST: _____
Meghan Kooi, Village Clerk



**Commercial Revitalization Committee
Divider**

**James Kucera, Chairman
Jamie Zaura
Amanda Seidel**

Village Board Agenda Memo

Date: September 8, 2020

To: President & Board of Trustees

From: Emily Rodman, Assistant Village Manager 

Julia Cedillo, Village Manager 

RE: Plaza 31 – TIF Funding for Site Preparation

GENERAL BACKGROUND

In September 2019, the Village approved a Redevelopment Agreement with Parkholm Cemetery Company, LLC, the owner of Plaza 31 located at 704-722 31st Street. Per the terms of the Redevelopment Agreement, the Village will reimburse up to 50% or \$50,000 of the total cost associated with installing a fire suppression system throughout the strip center. To date, the majority of the center has been completed.

In addition to extensive interior renovations to the strip center, the property owner has also undertaken numerous exterior improvements, such as installing new fencing along the rear of the property, upgrading the building façade and upgrading the wall signage of existing tenants. The property owner is proposing to replace the existing parking lot, install a new monument sign and install interior parking lot landscaping. The owner would like to complete these improvements within the next three months.

Concurrently, the Village has undertaken the La Grange Road/31st Street water main replacement project. A component of the project included removing the existing public sidewalk located adjacent (north) of Plaza 31. At the August 25, 2020 Village Board meeting, the Board expressed support for the installation of decorative stamped concrete to replace the sidewalk which was removed. The existing sidewalk did not meet the American with Disabilities Act (ADA) requirements regarding slope. In order for the new sidewalk to meet ADA standards, portions of the sidewalk will sit lower than the existing parking lot. As such, a concrete divider between the existing parking lot and the new public sidewalk will be necessary. The divider will be mutually beneficial, as it will bridge the gap between the two pavements and to protect the integrity of both. The concrete divider will be located on the Plaza 31 property.

As the property owner was not anticipating the need to install a concrete divider between the shopping center parking lot and the adjacent public sidewalk along 31st Street, the owner has requested the Village share in half of the cost of installing the concrete divider. The preliminary cost estimate for the work is \$8,440. To be consistent with how the Village has approached incentive requests in the past, staff is recommending the Village consider reimbursing either 50% of the project cost or \$4,300 (to provide for some contingency costs), whichever is less.

MOTION/ACTION REQUESTED

Due to the time sensitive nature of this request, this item is for both discussion and action.

Motion to Approve a Resolution of the Village of La Grange Park, Cook County, Illinois, Approving Tax Increment Financing Funds for Site Preparation for 704-722 East 31st Street, La Grange Park, Cook County, Illinois.

RECOMMENDATION

Staff has worked with the property manager, Robert Bigelow, and our special counsel, Kathleen Field Orr, in the drafting of the Resolution. Staff recommends approval of the attached Resolution.

DOCUMENTATION

- A Resolution of the Village of La Grange Park, Cook County, Illinois, Approving Tax Increment Financing Funds for Site Preparation for 704-722 East 31st Street, La Grange Park, Cook County Illinois.

RESOLUTION NO. 20-19

**A RESOLUTION OF THE VILLAGE OF LA GRANGE PARK, COOK COUNTY, ILLINOIS,
APPROVING TAX INCREMENT FINANCING FUNDS FOR
SITE PREPARATION FOR 704-722 EAST 31ST STREET,
LA GRANGE PARK, COOK COUNTY, ILLINOIS**

WHEREAS, the Village of La Grange Park, Cook County, Illinois (the "*Village*") is a duly organized and validly existing non home-rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and,

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act of the State of Illinois, 65 ILCS 5/11-74.4-1, *et seq.*, as from time to time amended (the "*TIF Act*"), the President and Board of Trustees of the Village (collectively, the "*Corporate Authorities*") are empowered to undertake the development or redevelopment of a designated area within its municipal boundaries in which existing conditions permit such area to be classified as a "conservation area" as defined in Section 11.74.4-3(a) of the TIF Act; and,

WHEREAS, pursuant to its powers and in accordance with the requirements of the TIF Act, the Corporate Authorities, pursuant to Ordinance Nos. 1046, 1047, and 1048, respectively, adopted on January 24, 2017, approved a redevelopment plan and project (the "*Redevelopment Plan*") setting forth a plan for the development, redevelopment and revitalization of a redevelopment project area; designated a redevelopment project area known as the 31st Street/Barnsdale Redevelopment Project Area (the "*Redevelopment Project Area*"); and adopted tax increment allocation financing for the Redevelopment Project Area; and,

WHEREAS, Parkholm Cemetery Company, LLC (the "*Developer*") owns the real estate commonly known as 704-722 East 31st Street in the Village which is improved with a retail strip center having nine (9) retail units and anchored by a 7-Eleven convenience store (the "*Subject Property*") and has submitted a request to the Village for funding for site preparation to install a concrete divider as recommended by the Village Engineer and as set forth on Exhibit A attached hereto (the "*Project*"); and

WHEREAS, existing conditions of the public sidewalk adjacent to the Subject Property require a grade adjustment to conform with the slope requirements under the Americans With Disabilities Act for new public sidewalk construction, necessitating a concrete divider on the Subject Property; and

WHEREAS, this new concrete divider shall also serve as a portion of the perimeter curbing for a newly constructed parking lot, and for the span of the adjacency to the new public sidewalk along 31st Street, these costs shall be shared equally.

WHEREAS, the Developer has also informed the Village that because of the considerable investment required to undertake the redevelopment of the Subject Property for reconstruction of the parking lot, and the unforeseen expenses related to the concrete divider, it shall be unable to proceed without additional assistance from the Village; and,

WHEREAS, the Corporate Authorities have determined that providing the Developer with the assistance hereinafter described and the completion of the proposed Project pursuant to this Agreement are in the best interests of the Village and its residents and taxpayers, thereby enhancing the tax base of the Village and other taxing districts, and adding to the welfare and prosperity of the Village and its inhabitants.

NOW, THEREFORE, the parties, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

Section 1. That upon completion of the Project and acceptance by the Village as having been constructed and installed in accordance with Applicable Law, the Village shall reimburse the Developer in an amount equal to the lesser of: (i) fifty percent (50%) of the total costs of the Project; or, (ii) \$4,300 from the 31st Street/Barnsdale TIF Fund.

Section 2. The Village President, Clerk and Village Manager are hereby authorized and directed to undertake any and all actions as may be required to implement the terms of this Resolution.

Section 3. This Resolution shall be in full force and effect immediately upon its passage by the President and Board of Trustees and approval as provided by law.

ADOPTED this 8th day of September, 2020, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this 8th day of September, 2020.

James L. Discipio, Village President

Attest:

Meghan Kooi, Village Clerk

Reviewed as to Form: KFO (TIF Counsel) on:

9/3/2020
(Date)

PLAZA 31, LA GRANGE PARK, ILLINOIS

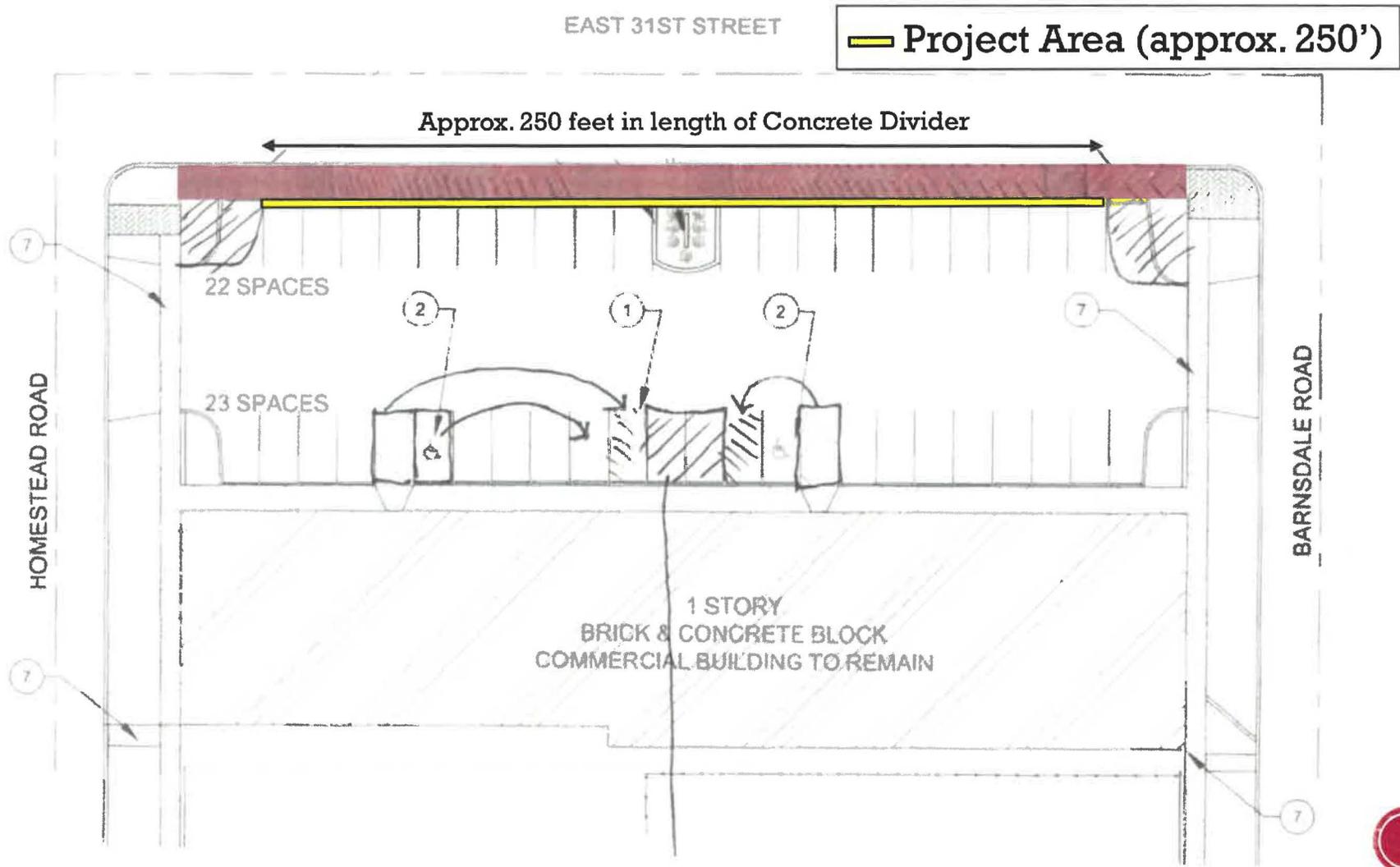


EXHIBIT A

Items of Interest Divider

VILLAGE OF LA GRANGE PARK

La Grange Park Village Hall, 447 N. Catherine Ave., La Grange Park, Illinois

Annual Schedule of Regular Meeting Dates for 2020

September 8, 2020	Work Session Meeting	7:30 p.m.	Village Hall
September 22, 2020	Village Board Meeting	7:30 p.m.	Village Hall
October 13, 2020	Work Session Meeting	7:30 p.m.	Village Hall
October 27, 2020	Village Board Meeting	7:30 p.m.	Village Hall
November 10, 2020	Work Session Meeting	7:30 p.m.	Village Hall
November 24, 2020	Village Board Meeting	7:30 p.m.	Village Hall
December 8, 2020	Village Board Meeting	7:30 p.m.	Village Hall