



MEETING AGENDA

REGULAR MEETING OF THE VILLAGE BOARD OF TRUSTEES

Tuesday, January 3, 2023

7:00 P.M.

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

1. CALL TO ORDER/ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. APPROVAL OF MINUTES

- a) Regular meeting of December 13, 2022

4. VILLAGE PRESIDENT'S REPORT

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

6. FIRST READINGS – INTRODUCTION**

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

Administration & Community Affairs (Chair Posthuma)

- a) Approve a one-year contract to Sikich to provide Auditing Services for CY 2022

Zoning & Public Safety (Chair Stifflear)

- b) Approve an Ordinance Designating 701 Taft Road as a Local Landmark – The Avedisian House – Case No. HPC-07-2022**
- c) Approve an Ordinance Approving Variations for Property Located at 714 S. Madison Street, Hinsdale, Illinois – Wolff – Case Number V-05-22**

7. CONSENT AGENDA

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

Administration & Community Affairs (Chair Posthuma)

- a) Approve payment of the accounts payable for the period of December 8, 2022 through

December 29, 2022 in the aggregate amount of \$1,414,424.43 as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk***

- b) Approve a Resolution Appointing a Delegate and Alternate Delegate to the Intergovernmental Risk Management Agency (IRMA)***

Environment & Public Services (Chair Byrnes)

- c) Award a Professional Services Contract to HR Green, Inc., for Design Engineering Services for Sixth Street Improvements
- d) Award a Contract for Rehabilitation of the Standpipe to Era Valdivia Contractors, Inc. in the amount of \$1,212,800

8. SECOND READINGS / NON-CONSENT AGENDA – ADOPTION

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

Zoning & Public Safety (Chair Stifflear)

- a) Approve an Ordinance Approving a Major Adjustment to the Exterior Appearance and Site Plan for Changes to the Residential Subdivision Portion of the Kensington School Development at 527-541 Kensington Court

OR

Refer the request for a Major Adjustment to the Exterior Appearance and Site Plan Review for Changes to the Residential Subdivision Portion of the Kensington School Development at 527-541 Kensington Court to the Plan Commission for further hearing and review

9. DISCUSSION ITEMS

10. DEPARTMENT AND STAFF REPORTS

11. REPORTS FROM ADVISORY BOARDS AND COMMISSIONS

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

13. TRUSTEE COMMENTS

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

15. ADJOURNMENT

*The opportunity to speak to the Village Board pursuant to the Citizens' Petitions portions of a Village Board meeting agenda is provided for those who wish to comment on an agenda item or Village of Hinsdale issue. The Village Board appreciates hearing from our residents and your thoughts and questions are valued. The Village Board strives to make the best decisions for the

Village and public input is very helpful. Please use the podium as the proceedings are videotaped. Please announce your name and address before commenting.

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

******Routine items appearing on the Consent Agenda may include those items that have previously had a First Reading, the Accounts Payable and previously budgeted items that fall within budgetary limitations, has been competitively bid or is part of a State Contract, and have a total dollar amount of less than \$100,000.***

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

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

Website: www.villageofhinsdale.org

**VILLAGE OF HINSDALE
VILLAGE BOARD OF TRUSTEES
MINUTES OF THE REGULAR MEETING
December 13, 2022**

The regularly scheduled meeting of the Hinsdale Village Board of Trustees was called to order by Village President Tom Cauley in Memorial Hall of the Memorial Building on Tuesday, December 13, 2022 at 7:00 p.m. Roll call was taken.

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

Absent: None

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

Present electronically: None

PLEDGE OF ALLEGIANCE

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

APPROVAL OF MINUTES

a) **Regular meeting of November 15, 2022**

Trustee Haarlow and Trustee Posthuma noted changes to the November 15, 2022 draft minutes on Page 3, specifically clarifying the location of the brick street area under Citizens' Petitions and noting that two dollar amounts were juxtaposed in item 8a. Trustee Posthuma moved to **approve the minutes of the regular meeting of November 15, 2022, as amended**. Trustee Byrnes seconded the motion.

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

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

VILLAGE PRESIDENT'S REPORT

President Cauley announced that the Village has seen positive media coverage regarding the new Historic Overlay District and preservation incentives. There have been recent articles on the preservation success story of the Orland P. Bassett House, also known as the American Beauty House,

at 329 E. Sixth Street, which suffered from a devastating fire in 2018. The efforts of the HPC are making a difference in encouraging the rehabilitation of older homes. The first list of eligible homes for the Historic Overlay District will be created early next year. He expressed appreciation to the Historic Preservation Commission for their efforts.

President Cauley reported that Trustee Posthuma will discuss the 2023 Budget and the tax levy later in the agenda. The Village remains in a solid financial position to end 2022 and begin 2023. He thanked the Village Board and Finance Commission for their work on the 2023 Budget.

President Cauley thanked the Village Board for their accomplishments in 2022. He also thanked the numerous residents who donate their time and talents to help further the Village, including Board and Commission members. Finally, he thanked the staff for their dedication and commitment to excellence in serving residents every day.

APPROVAL OF SALARY INCREASE – VILLAGE MANAGER

President Cauley introduced the item asking the Board to approve a 3% salary increase for Village Manager Kathleen Gargano. He complimented her job performance, hard work and dedication. The increase is consistent with Department Head increases. Trustee Fisher moved to **approve an increase in the Village Manager's salary by 3%**. Trustee Byrnes seconded the motion.

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

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

CITIZENS' PETITIONS

None.

FIRST READINGS – INTRODUCTION

Environment & Public Services (Chair Byrnes)

a) Award a Professional Services Contract to HR Green, Inc., for Design Engineering Services for Sixth Street Improvements

Trustee Byrnes introduced the item. The 2023 Budget includes design engineering services for the reconstruction of Sixth Street from Garfield Street to County Line Road. The reconstruction project, scheduled in 2024, is the final improvement project within the current Master Infrastructure Plan (MIP). Staff sent a request for proposal to five engineering consulting firms who have recent, positive design engineering experience with the Village. After receiving two proposals, HR Green was selected as the most qualified firm for this project proposal.

The proposed improvements include components of a long-term sewer separation inventory and related Illinois Environmental Protection Agency (IEPA) permits. The improvement

project will replace approximately 80-year-old underground infrastructure, and it will include sewer separation with new storm sewer, water main replacement, and sanitary sewer repairs. After underground improvements are completed, the roadway will be reconstructed with a surface material to be finalized during the project preliminary design and after review by the Village Board. There are three material options: 1) bricks, 2) asphalt, or 3) asphalt with brick intersections. It was also noted that approximately 20-30% of the old bricks could possibly be reused.

The project construction budget is \$4,500,000, and the proposed project design engineering budget is \$450,000. For planning purposes, staff budgeted design engineering services as 10% of the construction budget. HR Green's proposal of \$392,645 is within the available project budget of \$450,000.

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

b) Award a Contract for Rehabilitation of the Standpipe to Era Valdivia Contractors, Inc. in the amount of \$1,212,800

Trustee Byrnes introduced the item. Constructed in 1956, the 2,000,000-gallon Hinsdale standpipe is located adjacent to Hinsdale Central High School. The standpipe is a critical piece of infrastructure that serves as water storage, a system pressure fluctuation controller, fire protection provider, and the SCADA (electronic water control) system catalyst. The Hinsdale standpipe was last painted in 2003. In June, the Village contracted with Christopher B. Burke Engineering (CBBEL) for inspection, design, and construction engineering services for this project. The standpipe was inspected this summer and a full blast/recoating of the interior and exterior of the structure was recommended. Several other smaller improvements were also recommended including improvements to pit piping, repairs to the concrete foundation, and certain safety enhancements.

Following the completion of the inspection, engineering plans and bidding documents were prepared. On November 14, 2022, sealed bids were opened for this project. The Village received four (4) bid proposals with the low bid submitted by Era Valdivia in the amount of \$1,212,800.

In addition to the bid amount, staff anticipates additional costs associated with the transfer of telecom equipment of around \$300,000. Trustee Stifflear asked about the revenue received from the telecoms which is approximately \$96,000 per year. President Cauley asked staff to evaluate options to reduce the cost of the relocation of the equipment.

A substantial portion of this project is being funded through various external funding sources including \$1,000,000 in American Recovery & Rescue Plan (ARPA) funds, and \$500,000 from Illinois Tollway Authority.

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

Zoning & Public Safety (Chair Stifflear)

a) Approve an Ordinance Approving a Major Adjustment to an Exterior Appearance and Site Plan Review for the Kensington Subdivision; or Refer the Request for a Major

Adjustment to an Exterior Appearance and Site Plan Review for the Kensington Subdivision to the Plan Commission for further hearing and review.

Trustee Stifflear introduced the item. The applicant requests approval of a Major Adjustment to an Exterior Appearance and Site Plan Review to allow for changes to the eight (8) lot residential subdivision approved as part of the Kensington School project in 2018. The eight (8) single-family lots at 527-541 Kensington Court are currently vacant and located in the R-4 Single Family Residential District. J. Jordan Homes intends to purchase the residential lots from the former developer of the subdivision and Kensington School in order to develop a gated private community. Proposed changes include converting Kensington Court into a private street, installing a new sliding metal gate across Kensington Court, and installing fencing along Monroe Street and areas on the perimeter of the subdivision. Signage will be handled separately. The applicant will be required to complete outstanding items for the subdivision pending Village approval, including the construction of Kensington Court and installation of street trees.

On June 20, 2022, the ZBA unanimously approved a variation to allow for a 6-foot-tall open gate with a parallel 6-foot-tall solid wall on either side of the gate long enough to receive the gates (Case V-01-22). The variation request to allow a 6-foot-tall open fence to extend along the remaining frontage along Monroe Street was denied. The proposed plans submitted as part of this request for a Major Adjustment meet Village Code requirements and are in keeping with the approval of the ZBA. No objections from the public were provided.

Per Section 11-604(I) of the Zoning Code, adjustments to public dedications or improvements, circulation, fences, and screening requires approval via a Major Adjustment to the Exterior Appearance and Site Plan Review. The Village Board may approve the Major Adjustment if the request is found to be consistent with the concept and intent of the previously approved site plan or may move to refer the request to the Plan Commission for further hearing and review in accordance with the process outlined in Section 11-604(E).

Julie Laux of J. Jordan homes provided an overview of the project and answered questions from the Village Board. President Cauley stated that he is in favor of the project as it is an unusual property that has been vacant for 20 years. The proposed project is code compliant and less dense than other potential uses. The proposed gate is practical as the cul de sac faces a commercial area. Trustee Posthuma stated that he is not concerned with the project as it is close to Ogden and commercial area. Trustee Haarlow stated that having a gated community with a private street does not integrate with the community. Trustee Banke asked if the neighbors had reviewed a rendering of the landscaping. Director McGinnis stated that neighbors were notified of the hearing and that there were no objections. Trustee Stifflear stated that he is inclined to support the project and noted that the ZBA determined that there were unusual circumstances. The Village Board can opine on landscaping. Trustee Byrnes stated that he is inclined to support the project and asked about the selling price of the homes which J. Jordan indicated was in the high \$2.0 million.

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

CONSENT AGENDA

Administration & Community Affairs (Chair Posthuma)

- a) Trustee Banke moved to **Approve payment of the accounts payable for the period of November 10, 2022 through December 7, 2022 in the aggregate amount of \$929,359.07 as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk.** Trustee Posthuma seconded the motion.

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

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

The following items were approved by omnibus vote:

- b) **Approve the Annual Meeting Schedule for 2023**
c) **Approve an Ordinance Authorizing the Disposal or Sale of Personal Property Owned by the Village of Hinsdale**

Environment & Public Services (Chair Byrnes)

- d) **Approve the Award of the Custodial Services Bid to Eco Clean Maintenance, Inc., for Custodial Services in Year 1 within Village Facilities, in the amount of \$83,952**

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

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

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried

SECOND READINGS / NON-CONSENT AGENDA – ADOPTION

Administration & Community Affairs (Chair Posthuma)

- a) **Approve an Ordinance Levying Taxes for Corporate Purposes for the Fiscal Year of the Village of Hinsdale, Illinois Commencing on January 1, 2022 and Ending on December 31, 2022 in the aggregate amount of \$14,866,389 (First Reading – November 15, 2022)**
b) **Approve a Resolution abating the tax hereto levied for the year 2022 to pay the principal of and interest on \$2,710,000 General Obligation Refunding Bonds (Library Fund Tax Alternate Revenue Source), Series 2013A, of the Village of Hinsdale, DuPage and Cook Counties, Illinois (First Reading – November 15, 2022)**
c) **Approve a Resolution abating the tax hereto levied for the year 2022 to pay the principal of and interest on \$2,025,000 General Obligation Bonds (Waterworks and Sewerage**

System Alternate Revenue Source), Series 2014A, of the Village of Hinsdale, DuPage and Cook Counties, Illinois (*First Reading – November 15, 2022*)

- d) **Approve a Resolution abating the tax hereto levied for the year 2022 to pay the principal of and interest on \$5,000,000 General Obligation Bonds (Alternate Revenue Source), Series 2014B, of the Village of Hinsdale, DuPage and Cook Counties, Illinois** (*First Reading – November 15, 2022*)
- e) **Approve a Resolution abating the tax hereto levied for the year 2022 to pay the principal of and interest on \$9,775,000 General Obligation Bonds (Alternate Revenue Source), Series 2017A, of the Village of Hinsdale, DuPage and Cook Counties, Illinois** (*First Reading – November 15, 2022*)
- f) **Approve a Resolution abating the tax hereto levied for the year 2022 to pay the principal of and interest on \$20,000,000 General Obligation Bonds (Alternate Revenue Source), Series 2018A, of the Village of Hinsdale, DuPage and Cook Counties, Illinois** (*First Reading – November 15, 2022*)
- g) **Approve a Resolution abating the tax hereto levied for the year 2022 to pay the principal of and interest on \$2,655,000 General Obligation Bonds (Alternate Revenue Source), Series 2021, of the Village of Hinsdale, DuPage and Cook Counties, Illinois** (*First Reading – November 15, 2022*)

Trustee Posthuma read each item and moved to **approve items a-g**. Trustee Banke seconded the motion.

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

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried

- h) **Approve the 2023 Annual Budget** (*First Reading – Committee of the Whole November 30, 2022*)

Trustee Posthuma introduced the item that was reviewed by the Board at the November 30 Committee of the Whole meeting. He noted that the materials presented for consideration are consistent with discussion at that meeting and at the November 3 meeting to discuss revenue projections. Trustee Posthuma moved to **Approve the 2022 Annual Budget**. Trustee Banke seconded the motion.

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

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried

Zoning & Public Safety (Chair Stifflear)

- i) **Approve a referral of a Map Amendment and concurrent Exterior Appearance and Site Plan Review for Mouse Automotive for consideration by the Plan Commission; OR;**

Deny a referral of a Map Amendment and concurrent Exterior Appearance and Site Plan Review for Mouse Automotive (*Discussion Item – September 20, 2022*)

Trustee Stifflear introduced the item which was previously discussed at the September 20 Village Board meeting. He noted that the applicant will be required to obtain separate approval of a variation from the Zoning Board of Appeals and Board of Trustees to allow for a reduction in parking from 119 required spaces to 46 proposed spaces. The project has 65 parking spaces proposed inside the building. President Cauley asked if there were any concerns to convey to the Plan Commission and ZBA. Hearing none, a motion to **approve a referral of a Map Amendment and concurrent Exterior Appearance and Site Plan Review for Mouse Automotive for consideration by the Plan Commission** was made by Trustee Stifflear. Trustee Banke seconded the motion.

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

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried

j) **Approve an Ordinance Approving a Third Major Adjustment to a Planned Development for Signage Updates at 420 E. Ogden Avenue – Continental Autosports** (*First Reading – November 15, 2022*)

Trustee Stifflear introduced the item which was previously discussed at the November 15 Village Board meeting. A motion was made by Trustee Stifflear to **approve an Ordinance Approving a Third Major Adjustment to a Planned Development for Signage Updates at 420 E. Ogden Avenue**. Trustee Banke seconded the motion.

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

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried

DISCUSSION ITEMS

New Assistant Finance Director Ellen Goldrick was introduced.

DEPARTMENT AND STAFF REPORTS

a) **Community Development**

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

REPORTS FROM ADVISORY BOARDS AND COMMISSIONS

No reports.

CITIZENS' PETITIONS

None.

TRUSTEE COMMENTS

None.

ADJOURNMENT

There being no further business before the Board, President Cauley asked for a motion to adjourn to Closed Session under 5 ILCS 120/2(c) and that the Village Board would not be returning to open session. Trustee Fisher moved to **adjourn to Closed Session**. Trustee Posthuma seconded the motion.

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

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

Meeting adjourned at 8:08 p.m.

ATTEST: _____
Andrianna Peterson, Acting Village Clerk



REQUEST FOR BOARD ACTION
Finance

AGENDA SECTION: First Reading – ACA

SUBJECT: Auditing Services Proposal

MEETING DATE: January 3, 2023

FROM: Alison Brothen, Finance Director

Recommended Motion

Approve a one-year contract to Sikich to provide Auditing Services for CY 2022.

Background

The accounting firm of Sikich has been the Village's independent auditor for over 16 years. In 2017, the Village issued a request for proposal for audit services that resulted in the selection of Sikich for the recently completed engagement term.

Discussion & Recommendation

Staff requested a proposal from Sikich for an additional year. Typically, this would have been the year to issue a formal request for proposals (RFP) for audit services, but due to staffing demands, this did not occur in 2022 and a formal RFP for audit services will be issued for the CY 2023 audit engagement.

The fee of \$33,071 represents an increase of \$1,575 or 5% from the CY 2021 audit, and their fees historically have been very competitive when compared with other auditing firms. In addition, their proposal includes an additional fee of \$ 3,788 if a Single Audit is required. A single audit is required if the amount of federal grant revenue expended exceeds \$750,000. Due to the ARPA funds expected to be spent in 2023, the Village will require a single audit as it will have expended more than \$750,000.

Village staff has been satisfied with the performance of Sikich over the last several years.

Budget Impact

Sufficient funds have been budgeted in account number 1100-7207 to fund this expenditure.

Village Board and/or Committee Action

N/A

Documents Attached

1. Sikich Service Proposal

November 17, 2022



SERVICE PROPOSAL

Audit Services 2022

PREPARED FOR:

VILLAGE OF HINSDALE, ILLINOIS



SUBMITTED BY:

Brian D. LeFevre, CPA, MBA
Partner

1415 West Diehl Rd., Suite 400
Naperville, IL 60563
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ACCOUNTING TECHNOLOGY ADVISORY

SIKICH.COM

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TRANSMITTAL LETTER

November 17, 2022

President and Members of the Board of Trustees
C/O Ms. Alison Brothen
Finance Director
Village of Hinsdale
19 E. Chicago Ave.
Hinsdale, IL 60521


Dear Alison,

Sikich is pleased to be considered for the reappointment as independent auditors for Village of Hinsdale. We believe that our qualifications, experience and expertise are clearly distinguishable as indicated in the following proposal and demonstrated in the prior years. The expertise we possess in the state and local government industry is demonstrated by our clients' successes, our staff's involvement in the industry and our leadership roles in various government associations. Our clients receive the quality and timeliness only available from a firm of our caliber.

We have are prepared to continue to commit the resources necessary to provide services to Village of Hinsdale. We will not only perform the audit, but we will also provide governmental accounting and financial reporting expertise and technical assistance throughout the year. We understand the scope of the work to be performed and the timing requirements, and are committed to performing the specified services within that timeframe.

We appreciate the opportunity to present this proposal, which is a firm and irrevocable offer for 60 days, and look forward to the possibility of serving Village of Hinsdale.

Sincerely,

A handwritten signature in black ink, appearing to read 'Brian D. LeFevre'.

Brian D. LeFevre, CPA, MBA
Partner

A handwritten signature in black ink, appearing to read 'Laura Babula'.

Laura Babula, CPA, MAS
Senior Manager

EXECUTIVE SUMMARY

We know what's challenging to Village of Hinsdale. Here are the strategies and solutions we recommend for you in order to face those challenges head-on and achieve success.

Thank you for considering Sikich. We appreciate the opportunity to propose for Village of Hinsdale.

Sikich is one of the country's top 30 Certified Public Accounting firms and a top 10 value-added reseller of technology products, with more than 1,000 employees serving clients in all 50 states. Clients turn to us for their professional service needs due to our deep industry knowledge working with organizations of their size and for the caliber of service and attention we provide—especially when it comes to dedicated, experienced service teams and partner access.

DEFINING YOUR CURRENT CHALLENGES

We recognize this is a time of constant change and ever increasing accountability. The task of the Village of Hinsdale finance office is no longer to report financial results by long-standing standards that are widely known and commonly understood. The task in today's environment is to keep up with the ever-changing standards from GASB and the Office of Management and Budget with the new Uniform Guidance. The task is also to keep up with new reporting and accountability requirements from the state, new automated processing systems, and fringe benefit tax laws.

DEFINING YOUR BEST POSSIBLE SOLUTIONS

These ever-changing standards and accountabilities require adjusting computer systems and internal processes to adapt to the changing standards and then to report in accordance with the new standards. This shift in the environment has caused a shift in the Village of Hinsdale thinking about an audit firm. We understand that the Village of Hinsdale requires a year-round partner, who will assist the Village of Hinsdale in keeping up to date with the standards and provide assistance, when needed, on specialty topics, as well as someone who can audit to the standards. Sikich is on the leading edge of the standards as they are being developed. We also have a strong commitment to current and effective technology as our firm has a solid core of technological abilities supported by a full technology division.

DEFINING YOUR FUTURE SUCCESS

Additional details around our audit-specific capabilities are included in the next section of this document. These capabilities, in combination with our timely completion and issuance of your reports, will not only fulfill your current needs, but will undoubtedly drive stability for Village of Hinsdale.

Throughout the following paragraphs, you will find summaries of each section within this proposal. We encourage you to review each section in its entirety to gain a detailed understanding of how we can help you build your bottom line and achieve success.

WHY VILLAGE OF HINSDALE SHOULD SELECT SIKICH

Clients turn to us because our professionals are uniquely qualified to provide the service and industry expertise necessary to drive their organizational success. Specifically, Sikich offers the access to resources, decades of experience and passion for action necessary to face your challenges head-on with you.

PARTNER, SUPERVISORY AND STAFF QUALIFICATIONS AND EXPERIENCE

A crucial component to Village of Hinsdale's success is working with a team completely dedicated to the government industry, ensuring that those individuals understand your challenges and what it takes to realize success. Your engagement team is made up of senior professionals who will provide the expertise, insights and responsiveness your organization requires.

SPECIFIC AUDIT APPROACH

Our approach is always holistic, forward-thinking and customized for Village of Hinsdale's specific needs. We operate in a way that provides full attention to evaluating significant areas, including those that present the greatest risk and where new opportunities for financial and operational improvement may exist.

SCOPE OF SERVICES FOR VILLAGE OF HINSDALE

The scope of our work for Village of Hinsdale is outlined in the following proposal. We want to invest in what we hope will become a long-lasting relationship with the Village of Hinsdale, which is why we commit to delivering the results the Village of Hinsdale requires. The timeline of the engagement on which we are proposing is outlined in this section.

We would be honored to continue to call Village of Hinsdale our client and look forward to working with you.

TECHNICAL PROPOSAL

STATEMENT OF INDEPENDENCE

Sikich has evaluated its independence from Village of Hinsdale in accordance with generally accepted auditing standards, the Governmental Auditing Standards, 2018 revision, published by the U.S. Government Accountability Office, and the AICPA Code of Professional Conduct. Based upon our evaluation, Sikich is free of any personal and external impairment with respect to Village of Hinsdale, and is independent with respect to any non-attest services provided to Village of Hinsdale, both in fact and in appearance to any knowledgeable third party.

LICENSE TO PRACTICE IN ILLINOIS

Sikich is a licensed Public Accountant Limited Liability Partnership in Illinois (license #066-003284). All of the partners assigned to the engagement are registered and licensed Certified Public Accountants (CPAs) in Illinois. In addition, all of the professional staff assigned to the engagement are full time staff and are either registered Certified Public Accountants or are completing the exam.

PARTNER, SUPERVISORY AND STAFF QUALIFICATIONS AND EXPERIENCE

Sikich commits to providing a team of senior professionals, all of whom have unmatched expertise in the government industry.

A crucial component to Village of Hinsdale's success is working with a team that is completely dedicated to the government industry, ensuring that those individuals understand your challenges and what it takes to realize success. Village of Hinsdale will receive unparalleled levels of expertise, insights and responsiveness from a team of senior professionals who have significant experience working with government entities. Our firm offers several employee retention programs, including tuition reimbursement, CPA review and exam assistance, a computer purchase program, travel assistance and more. We have been named as a Best Place to Work for several years, both on a local and national level. We make every effort to recruit and retain quality staff. However, employee turnover is inevitable. In the event of staff turnover on the Village of Hinsdale engagement, we will seek the prior written approval of Village of Hinsdale.

Village of Hinsdale's key engagement team members will be supported by staff on the firm's government services team. Please refer to the Exhibits section on page 18 to read biographies of Village of Hinsdale's engagement team.

BRIAN D. LEFEVRE, CPA, MBA ENGAGEMENT PARTNER

As engagement partner, Brian will be responsible for the overall management of the audit. This includes developing and coordinating the overall audit plan, the in-depth review of all workpapers and the review of Village of Hinsdale's annual comprehensive financial report. Moreover, our firm's philosophy is to have the team leader on location during the completion of the majority of fieldwork. Therefore, Brian will be present at Village of Hinsdale's offices during both our preliminary and final fieldwork.

ANTHONY M. CERVINI, CPA, CFE RESOURCE PARTNER

The resource partner is responsible for providing overall technical support for the engagement as well as serving as a backup for the engagement partner.

JAMES R. SAVIO, CPA, MAS QUALITY CONTROL PARTNER

The quality control partner will provide a second partner review of the audit workpapers and Village of Hinsdale's annual comprehensive financial report.

LAURA R. BABULA, CPA, MAS
SENIOR AUDIT MANAGER

As the senior audit manager, Laura will be Village of Hinsdale's secondary contact for anything related to the successful audit of your organization. Laura will be responsible for leading the assurance team in the field and coordinating all assurance efforts.

ADDITIONAL PROFESSIONAL STAFF

Other professional staff assigned to the engagement will be full-time employees of the firm and have a minimum of one to three years of auditing experience. In addition, all professional staff assigned to government engagements meet and usually exceed the CPE requirements contained in the U.S. Government Accountability Office, Government Auditing Standards (2018). Moreover, our government staff possess a specific knowledge of local government accounting and reporting requirements and their application for local governments. This is achieved by attending at least 40 hours per year of a combination of external courses sponsored by the AICPA, ICPAS, GFOA and IGFOA, as well as internal courses.

This enables our firm to staff our governmental engagements with qualified professionals in the industry, providing valuable services to our governmental clients during the audit and throughout the year. We can assure you that our professional staff would not need any "on the job accounting or financial reporting training" by your staff. Moreover, we can assure Village of Hinsdale the quality of staffing for a multi-year engagement, even if a change in personnel is required, subject to your approval.

SPECIFIC AUDIT APPROACH

From identifying expectations to executing a plan to preparing for next year, our approach is holistic and always forward-thinking.

For Village of Hinsdale, our approach satisfies a number of requirements, including high-quality service, access to senior resources and specialization in the government industry. We strongly believe Sikich is the firm that can offer you all of these and more.

We will tailor this engagement to Village of Hinsdale's specific needs—always with a view toward identifying new opportunities for financial and operational improvement. Procedures are designed to give full attention to evaluating significant areas, including those that present the greatest risk. Sikich's holistic approach will address critical compliance and risk management needs.

Before embarking on this engagement, we will make certain to have a clear understanding of your mission and strategic direction. We do this by identifying and addressing risks and helping you ensure financial strength. We strongly believe there is no such thing as too much communication, not only during the engagement, but also throughout the year.



AUDIT STANDARDS

The objective of our audit is to issue an unmodified opinion on Village of Hinsdale's governmental activities, business-type activities, each major fund and the aggregate remaining fund information that collectively comprise Village of Hinsdale's basic financial statements. The audit will be conducted in accordance with generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants, and, if necessary, generally accepted government auditing standards issued by the United States Government Accountability Office (GAO, 2018), the Single Audit Act of 1996 and the Uniform Guidance. Our firm will issue an opinion on the basic financial statements and will subject the combining and individual fund financial statements and schedules and any other supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole.

In addition, we will apply certain limited procedures to the Required Supplementary Information. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

We will not audit the statistical or introductory sections of the comprehensive annual financial report and accordingly, will not express an opinion on the information contained in these sections.

Wherever possible, we will utilize your schedules to maximize efficiencies and contain audit costs. We request that Village of Hinsdale provide us with the basic information required for our audit.

Sikich's audit approach includes, but is not limited to, the following procedures:

- Audit plan development
- Determination of materiality
- Audit risk evaluation
- Interviews with management to provide information for detailed documentation of the internal control structure
- Interviews and analysis of audit evidence to identify and assess risks that may result in material misstatement due to fraud
- Measurement of accounting presentation and compliance reporting by identifying and focusing on areas sensitive to organizations like Village of Hinsdale
- Performance of testing to evaluate your organization's internal control structure
- Confirmation of various accounts, performance of substantive testing and analytical procedures
- Performance of additional testing, as necessary

PRACTICAL AND CONSTRUCTIVE MANAGEMENT LETTER COMMENTS

We believe the management letter is an important part of the engagement, and we encourage all members of our engagement team to give thoughtful consideration toward developing constructive comments within the constraints of the overall engagement. Our policies regarding management letters adhere to the Professional Standards of the AICPA. If significant deficiencies and material weaknesses in internal controls are noted during the audit, they are required to be communicated in writing to those charged with governance. Items of an immaterial nature (i.e., clerical problems, minor procedures or reporting problems, etc.) are communicated to management. In both cases, we adhere to a strict firm policy that all comments and recommendations are discussed in preliminary form with appropriate personnel prior to their communication. This allows for clarification of misunderstandings, miscommunication or compensating controls or factors which may be in place.

QUALITY CONTROL

At Sikich, we are committed to providing the highest quality audits in the industry. Village of Hinsdale can be assured of receiving the highest level of quality and ethical professional services. Quality control is so important to us that our firm has been a member of the Private Companies Practice Section of the Division for CPA Firms of the AICPA since our formation in 1982. As such, we have voluntarily submitted our audit and accounting practice to quality control reviews of our compliance with professional standards as established by the AICPA and, more recently, by the United States Government Accountability Office, for more than 30 years. In 2020, we received our eleventh consecutive peer review unmodified ("pass") report. This is the highest level of recognition conferred upon a public accounting firm for its quality control systems. Also, we go beyond the external reviews and maintain strong internal reviews of procedures and processes with oversight by our Quality Assurance Committee and our Partner-in-Charge of Quality Assurance. Please refer to the Exhibits section for a copy of our most recent peer review which included a review of specific government engagements since this accounts for a significant segment of our practice.

In addition, our state and local government reports have been reviewed by numerous federal and state oversight bodies and professional organizations. These reports have been judged to meet and, in most instances, exceed industry standards and requirements. Sikich has not been the subject of any disciplinary action or inquiry during the past five years. Sikich is a member of the AICPA's Governmental Audit Quality Center (GAQC), which is a firm-based voluntary membership center designed to promote the importance of quality governmental audits and the value of these audits to purchasers of government audit services. As a member of the GAQC, Sikich has access to key information and comprehensive resources that we use to help ensure our compliance with appropriate professional standards and laws and regulations that affect our audits. Through our membership in the GAQC, we also adhere to membership requirements designed to enhance the quality of our audit practice.

WHY VILLAGE OF HINSDALE SHOULD SELECT SIKICH

Our team works devotedly with governmental entities just like yours, has the resources required to perform this engagement and is technically experienced and insightful.

As previously mentioned, clients turn to us because our professionals are uniquely qualified to provide the service and industry expertise necessary to drive their organizational success. Your challenges are our challenges, and chances are, we have successfully faced them many times before. Aside from this, here are a number of reasons how Village of Hinsdale can benefit from a relationship with Sikich.

ACCESS

With Sikich, you get access to a multitude of resources that will help your organization grow today and in the future.

ACCESS TO SENIOR RESOURCES

You will gain confidence in your operations by working with a team of articulate professionals who have received the highest recognitions in their fields. To demonstrate the importance of our relationship, we pledge to provide you with unparalleled involvement from our most senior resources. Our partners are on-site during audit fieldwork and are available year-round for direct consultation as issues occur.

ACCESS TO EDUCATION

Village of Hinsdale will remain abreast of regulatory changes and best organizational practices as Sikich's team receives ongoing continuing education they will directly apply to Village of Hinsdale's engagement. We accomplish this by anticipating your needs based on our experience with you and your industry, and using a variety of communication channels: timely responses to your questions; informal discussions; mailings on topics of interest to you; and relevant seminars, all of which are complimentary for our clients. Past topics of thought leadership have included:

- Governmental Accounting and Financial Reporting Update
- GASB Statement No. 84 Fiduciary Activities
- GASB Statement No. 87 Leases
- The New GASB Reporting Model
- Accounting & Report for Cash and Investments
- Preparing a Management's Discussion and Analysis
- Capital Assets including Asset Retirement Obligations and Impairments
- Long-Term Debt and Leases
- Economic Condition Reporting
- Financial Reporting Entity
- Accounting for Insurance and Employee Benefits
- Payroll Reporting for Government Entities
- Year-End Payroll Updates
- The New Look of HR: 2021
- Fraud and Internal Controls
- Fraud and Cybersecurity in the Remote Environment

ACCESS TO VALUE

Your organization will receive extraordinary value for Sikich's fee because we are dedicated to a customer-centric approach that includes open communication, respect and clear results. As a leader, the overall success of your organization should be the core of your focus. We're here to be your trusted advisor for those functions you can't focus on every moment, as well as for issues affecting the government industry, including new accounting pronouncements and employee benefit regulations. We understand that each client has its own unique set of needs, business practices and operating environment. Our services are tailored to the specific needs of your organization.

EXPERIENCE

Helping clients achieve long-term success is what we do. Our professionals will bring to your engagement the deep industry and service-level experience they have accumulated throughout the years.

EXPERIENCE IN YOUR INDUSTRY

Sikich's state and local government team provides services to more than 450 counties, cities, villages, towns and other local governments. Many of these have been long-standing clients and are evidence of our dedication to the state and local government industry and our ability to provide high quality, timely services within this specialized industry. These clients and related work have enabled our firm to develop an extensive nationally recognized expertise in governmental accounting, auditing and financial reporting procedures and practices.

Senior members of our government services team presently hold memberships and are actively involved in numerous governmental organizations, including:

- AICPA Government Audit Quality Center
- American Institute of Certified Public Accountants (AICPA)
- Central Association of College and University Business Officers (CACUBO)
- GFOA Special Review Committee (SRC)
- Government Finance Officers Association of Missouri (GFOA-MO)
- Government Finance Officers Association of the United States and Canada (GFOA)
- ICPAS Governmental Report Review Committees
- IGFOA Technical Accounting Review Committee
- Illinois Association of County Board Members and Commissioners (IACBMC)
- Illinois Association of Fire Protection Districts (IAFPD)
- Illinois Association of Park Districts (IAPD)
- Illinois Association of School Business Officials (IASBO)
- Illinois City/County Management Association (ILCMA)
- Illinois County Treasurers' Association (ICTA)
- Illinois CPA Society (ICPAS)
- Illinois Government Finance Officers Association (IGFOA)
- Illinois Library Association (ILA)
- Illinois Municipal Treasurers Association (IMTA)
- Illinois Parks and Recreation Association (IPRA)
- Illinois Tax Increment Association (ITIA)
- International City/County Manager's Association (ICMA)
- National Association of College and University Business Officers (NACUBO)

EXPERIENCE IN WHAT WE DO

Your Sikich engagement team is comprised of senior CPAs who have been working in the field for years. Providing high-quality audit services is second nature to each of them, which is proven through our impressive track record of helping clients succeed. This team will provide Village of Hinsdale with timely completion of professional services. Moreover, members of the Sikich government services team have served as expert speakers to organizations, state GFOAs and others for formal presentations at local meetings and annual conferences on a variety of governmental accounting, auditing and financial reporting topics. We have also developed governmental accounting, auditing and financial reporting training courses for various organizations with members of our firm serving as lead instructors for the courses.

EXPERIENCE IN GOVERNMENT OPERATIONS

Because of our large, diverse client base and our ability to attract talent from a variety of professional backgrounds, Sikich has an established reputation as one of the leading providers of professional services in the Midwest to governmental entities. Our team of professionals specializes in the management, operations and financing of general purpose state and local governments, park districts, intergovernmental organizations, municipal utilities and special districts. This focus and our exemplary reputation assure Village of Hinsdale the highest quality work and the most cost-effective delivery of services.

INITIATIVE

One of our strengths at Sikich is our need to be proactive. We find potential issues before you have to worry about them, because we're ready with a solution.

INITIATIVE FOR CUSTOMIZED SOLUTIONS

One-on-one, you will receive customized solutions based on your unique needs, and only your unique needs. You will find that achieving financial stability and growth, as well as uncovering new opportunities to improve performance, is possible through the strategies that Sikich experts will recommend and on which they will educate you.

After a more thorough review of your operations and audit-specific matters, we may uncover other opportunities. As part of our ongoing service and commitment to Village of Hinsdale, we keep you abreast of regulatory changes and best business practices to ensure we identify crucial opportunities that will benefit Village of Hinsdale.

INITIATIVE FOR YOUR SATISFACTION

Village of Hinsdale's success is built upon the quality services and value you feel you receive from Sikich, which is why we will continually gauge your satisfaction to enhance our relationship. At various checkpoints during the engagement, a Sikich representative will meet with you to discuss how satisfied you have been with our services, our team and the value we provide. Areas stressed during these meetings will include:

- What can we do to make our services more valuable to you?
- What specific part of our service exceeded your expectations?
- In which areas do you feel we need improvement?
- Do you feel like a valued client of the firm?
- What is your vision for Village of Hinsdale?

SCOPE OF SERVICES FOR VILLAGE OF HINSDALE

We will exceed your expectations by conducting and delivering on a high-quality engagement within your required timeline—all for a reasonable fee.

We are proposing to provide the following services to Village of Hinsdale consistent with the prior year:

- Audit of basic financial statements of Village of Hinsdale for the fiscal year ending December 31, 2022.
- Preparation of thirty (30) bound copies and an electronic copy (.pdf) of the annual comprehensive financial report (report covers, dividers, introductory section, MD&A and certain statistical data to be provided by Village of Hinsdale);
- Preparation of thirty (30) bound copies and an electronic copy (.pdf) of the management letter for Village of Hinsdale, communicating any material weaknesses and significant deficiencies found during the audit and our recommendations for improvement;
- Preparation of five (5) bound copies and an electronic copy (.pdf) of the IMRF Allocation Report, if applicable;
- Preparation of five (5) bound copies and an electronic copy (.pdf) of the Consolidated Year End Financial Report, if applicable;
- Preparation of thirty (30) bound copies and an electronic copy (.pdf) of the Single Audit Report, if applicable;
- Preparation of Data Collection Form to be submitted to the Federal Audit Clearinghouse, if applicable
- Assistance in completing and filing the required application and supporting documents to apply for the Certificate of Achievement for Excellence in Financial Reporting;
- Retain workpapers for seven (7) years in accordance with firm standards;
- Reporting to the Board of Trustees in accordance with Statement on Auditing Standards (SAS) No. 114, Communications with Those Charged with Governance; and
- Exit conference(s) with Village of Hinsdale Officials to present the completed audit and related materials.

CLIENT SERVICE TIMELINE

EVENT	PERSON(S) ASSIGNED	TIMEFRAME						
		DEC	JAN	FEB	MAR	APR	MAY	JUN
I. Preliminary Planning During this phase of the audit, we would meet with representatives of Village of Hinsdale to discuss the approach we would take during the audit, focusing on areas of particular concern to Village of Hinsdale as well as areas of high audit risk, and develop the time schedule for completing the subsequent phases of the audit.	The meeting would be attended by the engagement partner and engagement manager, if necessary.							
II. Preliminary Fieldwork During this phase of the audit, we would develop an understanding and documentation of Village of Hinsdale's accounting and administrative controls using its accounting procedures manual, EDP documentation and by interviewing staff. In addition, we may perform compliance testing of those controls to determine which controls, if any, that we could rely on during later phases of the audit. Sample sizes would be determined during this phase, but generally would be between 25 and 60. Moreover, we would develop our planning materiality on an individual fund basis and complete a preliminary analytical review of Village of Hinsdale's financial position as a whole. In addition, we would review all minutes from the meetings of the Board of Trustees and the Pension Boards and the Library; review all ordinances adopted by Village of Hinsdale during the year; review any debt agreements entered into during the year and analyze any other unique transactions entered into by Village of Hinsdale; and perform our fraud interviews in accordance with Statement on Auditing Standards (SAS) No. 99. Upon completion of this phase, we would finalize all necessary confirmations Village of Hinsdale will prepare; review all proposed client assisted work papers and the timing of preparation by Village of Hinsdale; develop our audit programs for the next phase of the audit and review and document any changes to Village of Hinsdale's Annual Comprehensive Financial Report; and prepare the schedule for the remainder of the audit.	This phase would be completed by the engagement partner, engagement manager and one professional staff.							
III. Fieldwork During this phase of the audit, we would complete all of our substantive testing of the account balances and prepare the draft of Village of Hinsdale's financial statements with a rough draft of the financial statements provided to Village of Hinsdale at the conclusion of field work. We would also prepare the draft of the management report. In addition, an exit conference would be held with officials from Village of Hinsdale to discuss the preliminary results of the fieldwork, review any proposed audit adjustments, final adjusted trial balances that agree to the financial statements and any significant findings.	This phase would be completed by the engagement partner, engagement manager and one to two professional staff.							

EVENT	PERSON(S) ASSIGNED	TIMEFRAME							
		DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL
IV. Workpaper Review and Report Production During this phase of the audit, the workpapers, drafts of all financial reports and the management letter will be reviewed by the resource partner and the quality control partner. All workpapers are reviewed by the engagement partner during phase III to ensure that all necessary information is compiled during this phase to avoid imposing upon Village of Hinsdale's staff after fieldwork has been completed.	This phase would be completed by the engagement partner, resource partner and the quality control partner.								
V. Drafts to the Village of Hinsdale We will deliver a preliminary draft of the Annual Comprehensive Financial Report at the end of fieldwork. A revised draft will be delivered by the engagement partner and reviewed in-depth with representatives of the Village of Hinsdale within three weeks of the preliminary draft. A revised draft, if necessary, will be delivered to the Village of Hinsdale no later than three business days after receiving all proposed changes.	This phase would be completed by the engagement partner.								
VI. Completion of the Audit Upon approval of the drafts by the Village of Hinsdale, we will present the signed, bound copies of the annual comprehensive financial report, the management letter and the additional reports described in this proposal. The engagement partner will be available for meetings with representatives of the Village of Hinsdale including the Village of Hinsdale President, the Board of Trustees and management for formal presentations of the reports.	This phase would be completed by the engagement partner.								
VII. Support to the Village of Hinsdale Our firm does not believe that the engagement ends with the exit conference. We stress that we are available throughout the year to provide technical accounting and financial reporting assistance and support to the Village of Hinsdale. In addition, we constantly monitor recent events in the state and local government industry, including new pronouncements that may impact our government clients, and communicate the effect of any proposed changes throughout the year. Moreover, our letter of recommendations each year will alert the Village of Hinsdale to any new pronouncements that may become effective in the next one to three years, including the potential effect that the pronouncement may have on the financial position and/or changes in the financial position of the Village of Hinsdale.	This phase would be completed by the engagement partner.	Ongoing							

In future years, we would develop a similar plan and timeframe with the assistance of the Village of Hinsdale to ensure the timely identification and resolution of any critical accounting and auditing issues prior to the issuance of our opinion and the comprehensive annual financial report. These completion dates are well within the deadlines established by the Village of Hinsdale. We have a proven track record of meeting and exceeding deadlines established by our clients.

IDENTIFICATION OF POTENTIAL AUDIT PROBLEMS

Our firm's approach to resolving any problems that arise during the audit is the same as our overall approach to the audit—professionalism. Professionalism in performing the audit is the cornerstone to our philosophy during all phases of the audit. Any problems encountered during the audit, except for irregularities and illegal acts, will be discussed and documented with the Finance Director. The timing of this discussion will provide the Village of Hinsdale with ample time to rectify any situations that may otherwise result in the issuance of a qualified audit opinion. Irregularities and illegal acts detected or of which we become aware of will be communicated in writing to the Finance Director or the appropriate level as defined in our professional standards.

Our firm's philosophy on additional fees and/or billings is based on an understanding between the firm and the client of the scope of the work to be performed. We have proposed a "not-to-exceed fee" for the audit, the scope and timing of which was specified by the Village of Hinsdale. The billings for the audit would not exceed this fee unless the Village of Hinsdale specifically requests that the scope of the engagement be expanded and the Village of Hinsdale and the firm reach a mutual agreement, in writing, as to the expanded scope of the engagement and the fee, if any, for the expanded scope.

Sikich will comply with all relevant rules and regulations of authoritative bodies and the AICPA Code of Professional Conduct regarding access to our working papers and audit documentation. Reasonable requests for access will not be denied.

ADDITIONAL RESOURCES AND SERVICES

With more than a dozen services, our areas of expertise are oftentimes complementary of one another. How else can we help you meet your government's goals?

Many times, the challenges for which you enlist Sikich's help may be faced more effectively by integrating several of our services. Take a look at what we offer, and talk to your engagement partner about how these services may complement what you are already seeking.

DISPUTE ADVISORY

Disputes of any kind or size can be difficult to handle on your own. For example, what would happen if you began suspecting employee fraud within your organization? A dispute advisory expert can handle every aspect, from insurance claim preparation and being the liaison with law authorities, to creating a fraud prevention program and improving your organization's internal controls.

HUMAN RESOURCES

Your people are a large part of what makes up your organization. Recruiting, training and retaining employees are vital parts of ensuring your organization continues to provide only the best for your constituency. With services such as recruiting and onboarding, compensation and compliance, employee benefits and more, you can better understand what will keep your employees happy and productive.

MARKETING

The effectiveness of your marketing efforts can make or break your organization's success. From eye-catching logos to print and digital collateral, every piece must work for an intended audience. By delivering the right stories and amplifying those messages, you will properly position your organization in the marketplace.

NOT-FOR-PROFIT SERVICES

Funding challenges, increased demand from stakeholders and changing trends and policies can make it difficult for not-for-profit organizations to reach their goals. For those common challenges and others more specific to your organization, you need a professional services partner with an industry-dedicated team to deliver the accounting, advisory and technology services that will help you work toward your mission.

PUBLIC RELATIONS

Achieve a higher media profile, greater mindshare among your constituents and proper positioning in the marketplace with a thoughtful, research-based and integrated approach to public relations. From overall positioning to media relations, conveying the right stories to the right people is critical in an effective public relations program.

TECHNOLOGY: IT SERVICES

Staying ahead of, or even simply keeping up with, continually changing and complex technology developments can be challenging. Organizational management software, cloud solutions, strategic information technology and IT consulting can all drive your organization toward increased productivity—if implemented the right way.

TECHNOLOGY: SECURITY AND COMPLIANCE

Keeping your organization safe from data breaches and other information security concerns is critical, especially given the vast number of organizations that have been compromised in the last couple of years. Understand where the vulnerabilities in your network lie by obtaining independent, unbiased and technically qualified security assessments—from penetration testing to forensic analyses.

FEE PROPOSAL

PROPOSAL COST SUMMARY

Maximum Fees	Base Audit*	Preparation Of ACFR	Single Audit**
All Inclusive Fee for 2022	\$ 30,698	\$ 2,373	\$ 3,788

*Includes IMRF Allocation Report

**If necessary. If a single audit is not required but a GAGAS opinion is required based on the State GATA requirements, then this fee would be 50% of the single audit fee.

These fees assume that the Village of Hinsdale will provide the auditors with electronic copies of adjusted trial balances by individual funds, a year-to-date general ledger with details of postings to all accounts, subsidiary ledgers that agree or are reconciled to the general ledger, and will prepare certain schedules of account analysis and confirmations of account balances.

We invoice our clients on a monthly basis as services are provided. Payments for all services are due within 60 days of receipt of an invoice. Invoices not paid within 60 days are assessed a finance charge of 1 percent per month (12 percent annually).

EXHIBITS

We know you likely have many more questions for us. Take a look at the attached documents for additional information about our firm and those who will work with you.

ENGAGEMENT TEAM BIOGRAPHIES

- Brian D. LeFevre, CPA, MBA
- James R. Savio, CPA, MAS
- Anthony M. Cervini, CPA, CFE
- Laura Babula, CPA, MAS

SIKICH RESOURCES

STATE & LOCAL GOVERNMENT SERVICES

FIRM PROFILE

PEER REVIEW

BRIAN D. LEFEVRE

CPA, MBA

Partner

Brian D. LeFevre, CPA, MBA, is responsible for providing technical services to Sikich's governmental clients in all areas of governmental accounting, auditing, financial reporting, budget development, revenue and expenditure forecasting, and cash and debt management. Brian has participated in hundreds of audits of municipalities and other governmental units since he began his career with Sikich in 1993. He has also been responsible for developing and serving as lead instructor for governmental accounting, auditing and financial reporting training courses internally for the Firm and for the Illinois Government Finance Officers Association (IGFOA). Brian previously served as Chair of the Governmental Report Review Committee of the Illinois CPA Society.

SERVICE AREAS

- Governmental Audit, Accounting
- Governmental Financial Reporting
- Police and Fire Pension Accounting Services

AFFILIATIONS

- American Institute of Certified Public Accountants
- Illinois CPA Society, Governmental Report Review Committee
- Illinois Government Finance Officers Association
- GFOA Special Review Committee
- Northern Illinois Alliance of Fire Protection Districts
- Illinois Public Pension Fund Association
- Aurora Downtown Kiwanis Club, Former Treasurer and Board Member
- Greater Aurora Chamber of Commerce Leadership Academy, Class of 1996
- Lord of Life Church, Former Executive Director and Treasurer

EDUCATION

- Bachelor's Degree in Accounting, Valparaiso University
- Master of Business Administration, Northern Illinois University



LOCATION:

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Naperville, IL 60563

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F: 630.499.5885

brian.lefevre@sikich.com

JAMES R. SAVIO

CPA, MAS

Partner

James R. Savio, CPA, MAS, is responsible for providing technical services to Sikich's governmental clients in all areas of governmental accounting, auditing, financial reporting, revenue and expenditure forecasting and cash and debt management. Jim has participated in hundreds of audits of municipalities and other governmental units since he began his career with Sikich in 1995. He has also been responsible in developing and serving as lead instructor for governmental accounting, auditing, financial reporting and cash management courses both internally and externally. Jim serves on the Illinois Government Finance Officers Association's Technical Accounting Review Committee and the Illinois CPA Society Governmental Executive Committee. Jim also serves as a committee member for Sikich's mentoring program and assists in the development and implementation of Sikich's new hire training program.

SERVICE AREAS

- Governmental Audit, Accounting
- Governmental Financial Reporting

AFFILIATIONS

- American Institute of Certified Public Accountants
- Illinois CPA Society, Governmental Executive Committee
- Illinois Government Finance Officers Association
Technical Accounting Review Committee
- Greater Aurora Chamber of Commerce Leadership Academy,
Class of 1998

EDUCATION

- Master of Accounting Sciences, Northern Illinois University
- Bachelor's Degree in Accounting, Northern Illinois University



LOCATION:

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jim.savio@sikich.com

ANTHONY M. CERVINI

CPA, CFE

Partner-in-Charge, Government Services

Anthony M. Cervini, CPA, CFE, is responsible for providing technical services to Sikich's governmental clients in all areas of governmental accounting, auditing, financial reporting, budget development, internal controls, revenue and expenditure forecasting, and cash and debt management.

Anthony has participated in hundreds of audits of municipalities and other governmental entities since beginning his career with Sikich in 2005. He also has been responsible for serving as lead instructor for governmental accounting, auditing, financial reporting, cash management and internal control courses internally and throughout the Midwest.

Anthony serves as a member of the GFOA Special Review Committee and is the current Chair of the Illinois CPA Society Government Report Review Committee. Anthony previously served as a budget reviewer for the Government Finance Officers Association Distinguished Budget Presentation Award.

SERVICE AREAS

- Governmental Audit, Accounting
- Governmental Financial Reporting

AFFILIATIONS

- American Institute of Certified Public Accountants
- Illinois CPA Society Government Report Review Committee
Chairperson (2021-present)
GAAP Basis Reporting - Sub-Chair (2018-2020)
- Illinois Government Finance Officers Association
- Wisconsin Government Finance Officers Association
- GFOA Special Review Committee
- Naperville Area Humane Society, Treasurer (2010-2017)
- PrimeGlobal Managers' Leadership Program (2015-2016)

EDUCATION

- Bachelor's Degree in Accounting, The University of Iowa
- Master of Business Administration, Benedictine University



LOCATIONS:

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anthony.cervini@sikich.com

LAURA BABULA

CPA, MAS

Senior Manager

Laura Babula, CPA, MAS, is a senior manager in the firm's audit practice. Laura has over nine years of experience providing audit and assurance services. Working primarily with clients in local government and not-for-profit organizations, she has a unique ability to help clients with their needs.

SERVICE AREAS

- Audit and Assurance

AFFILIATIONS

- Government Finance Officers Association, Member

EDUCATION

- Bachelor of Science in Accounting, University of Illinois Urbana-Champaign
- Master of Accounting Science, University of Illinois Urbana-Champaign
- Certified Public Accountant (CPA)



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GOVERNMENT SERVICES

Government agencies experience increasing pressure to be more effective, efficient and transparent.

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Whether you represent a general purpose local government or special district, Sikich will help you meet your goals by providing professional guidance in your accounting, marketing, human resources, technology and other advisory functions.

Experience unparalleled commitment and high-quality, timely services when you partner with the experts at Sikich. For more than 30 years, we have provided:

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- Timely and cost-effective service delivery

WHO WE SERVE:

Our government clients represent a wide range of industry sectors including:

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- Cities
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- Townships
- Other Special Districts
- Pension Plans
- Park Districts
- Forest Preserve Districts
- Public Libraries
- Community Colleges
- School Districts
- Water Authorities
- Water Reclamation Districts
- State Departments & Agencies

TEAM LEADER



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PARTNER-IN-CHARGE

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WHY SELECT SIKICH?

Our team works devotedly with units of local government like yours to provide the resources required to help you focus on managing your organization, while we take care of everything behind-the-scenes.



GOVERNMENT SERVICES

OUR EXPERTS



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ABOUT SIKICH

Sikich LLP is a global company specializing in technology-enabled professional services. With more than 1,000 employees, Sikich draws on a diverse portfolio of technology solutions to deliver transformative digital strategies and ranks as one of the largest CPA firms in the United States. From corporations and not-for-profits to state and local governments, Sikich clients utilize a broad spectrum of services and products to help them improve performance and achieve long-term, strategic goals.



Securities offered through Sikich Corporate Finance LLC, member FINRA/SIPC. Investment advisory services offered through Sikich Financial, an SEC Registered Investment Advisor.

Sikich LLP is a global company specializing in technology-enabled professional services.

Now with more than 1,400 employees, Sikich draws on a diverse portfolio of technology solutions to deliver transformative digital strategies and ranks as one of the largest CPA firms in the United States. From corporations and not-for-profits to state and local governments and federal agencies, Sikich clients utilize a broad spectrum of services and products to help them improve performance and achieve long-term, strategic goals.

INDUSTRIES

Sikich provides services and solutions to a wide range of industries. We have devoted substantial resources to develop a significant base of expertise and experience in:

AGRICULTURE	AUTOMOTIVE	CONSTRUCTION & REAL ESTATE
DISTRIBUTION & SUPPLY CHAIN	GOVERNMENT	HIGH-TECH
LIFE SCIENCES	MANUFACTURING	NOT-FOR-PROFIT
PRIVATE EQUITY	PROFESSIONAL SERVICES	

SPECIALIZED SERVICES

ACCOUNTING, AUDIT, TAX & CONSULTING SERVICES

- Accounting
- Audit & Assurance
- Consulting Services
- Employee Benefit Plan Audits
- International Tax
- Tax

TECHNOLOGY

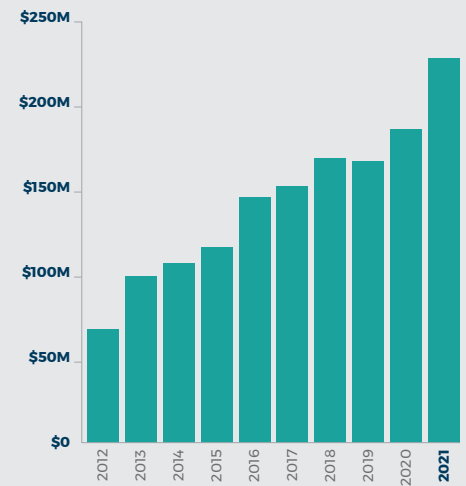
- Business Application
- Cloud & Infrastructure
- Consulting & Implementation
- Cybersecurity & Compliance
- Digital Transformation Consulting

ADVISORY

- Economic Development Consulting
- Forensic & Valuation Services
- Human Capital Management & Payroll Consulting
- Insurance Services
- Investment Banking*
- Marketing & Communications
- Retirement Plan Services
- Regulatory, Quality & Compliance
- Succession Planning
- Supply Chain
- Transaction Advisory Services
- Wealth Management**
- Workforce Risk Management

WHO WE ARE

TOTAL PARTNERS100+
TOTAL PERSONNEL1,400+
2021 REVENUE\$229M



LOCATIONS

Sikich Is A Remote First Organization

Akron, OH
(330) 864-6661
Alexandria, VA
(703) 836-1350
(703) 836-6701
Boston, MA
(508) 485-5588
Chattanooga, TN
(423) 954-3007
Chicago, IL
(312) 648-6666
Crofton, MD
(410) 451-5150
Decatur, IL
(217) 423-6000
Indianapolis, IN
(317) 842-4466
Los Angeles, CA
(877) 279-1900

Milwaukee, WI
(262) 754-9400
Minneapolis, MN
(331) 229-5235
Naperville, IL
(630) 566-8400
Peoria, IL
(309) 694-4251
Princeton, NJ
(609) 285-5000
Springfield, IL
(217) 793-3363
St. Louis, MO
(314) 275-7277
Washington, MO
(636) 239-4785

* Securities offered through Sikich Corporate Finance LLC, member FINRA/SIPC.

** Investment advisory services offered through Sikich Financial, an SEC Registered Investment Advisor.

CULTURE

Our dynamic work culture fosters learning, growth and innovation, attracting top-notch team members who see the big picture. Sikich's culture is built on a flexible, trusting work environment and the key pillars of Absolute Integrity, Accountability, Continuous Innovation and Stewardship. We believe our people are our greatest asset and work hard to ensure that all team members feel empowered, comfortable and valued.



CERTIFICATIONS & AWARDS

All professional accounting staff with more than one year of experience have earned or are working toward earning the Certified Public Accountant designation. Sikich is a member of the **American Institute of Certified Public Accountants' Governmental Audit Quality Center** and the **Employee Benefit Plan Audit Quality Center**.

We adhere to the strict requirements of membership, which assure we meet the highest standards of audit quality. **In 2020, Sikich received its 11th consecutive unmodified ("pass") peer review report**, the highest level of recognition conferred upon a public accounting firm for its quality control systems.



Sikich ranks among the **top 30 firms nationally** on the *Accounting Today* **Top 100 Firms list**.

Sikich has achieved the prestigious **Inner Circle for Microsoft Dynamics** recognition. Membership in this elite group is based on sales achievements that rank Sikich in the top echelon of the Microsoft global network of partners.



We also maintain the **Oracle NetSuite 5 Star Award** and are among the **top three U.S. partners of Oracle NetSuite**.



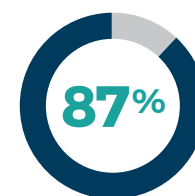
Sikich ranks on the **Redmond Channel Partner Magazine's top 350 Microsoft partners in the U.S.**, **CRN's Top 500 Managed Service Providers**, **CRN's Top 500 Solution Providers** and **Channel Futures' MSP 501**.



NET PROMOTER SCORE

The firm's overall Net Promoter Score (NPS) is 87%.

This is a measure of our clients' willingness to recommend Sikich's services and products. An NPS of 50% is considered excellent, and 70% NPS is considered world-class.



Report on the Firm's System of Quality Report

August 31, 2020

To the Partners of Sikich LLP
and the Peer Review Committee of the Illinois CPA Society

We have reviewed the system of quality control for the accounting and auditing practice of Sikich LLP (the firm) in effect for the year ended March 31, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at <http://www.aicpa.org/prsummary>. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.


Required Selections and Considerations

Engagements selected for review included (engagements performed under *Government Audit Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans, and examinations of service organizations [SOC 1 and SOC 2 engagements]).

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Sikich LLP in effect for the year ended March 31, 2020, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Sikich LLP has received a peer review rating of *pass*.



ANDERS MINKLER HUBER & HELM LLP
Certified Public Accountants



REQUEST FOR BOARD ACTION

Community Development

AGENDA SECTION: First Reading – ZPS

SUBJECT: Application for Local Landmark Designation – 701 Taft Road – The Avedisian House – Case HPC-07-2022

MEETING DATE: January 3, 2023

FROM: Bethany Salmon, Village Planner

Recommended Motion

Approve an Ordinance Designating 701 Taft Road as a Local Landmark – The Avedisian House – Case No. HPC-07-2022

Application Request

The Village of Hinsdale has received an application from Carl and Cynthia Curry, the property owners, requesting approval of Local Landmark Designation for the single-family home located at 701 Taft Road. The property is located in the R-1 Single Family Residential District and is surrounded by single-family homes to the north, east, south and west in the R-1 Single Family Residential District.

Project Description

The applicant requests approval of Local Landmark Designation for the single-family home located at 701 Taft Road. Built in 1958-1959, the house was designed by architects George Fred Keck and William Keck, who are well-known for their passive solar house design and mid-century modern homes constructed throughout the Midwest. The Keck brothers gained recognition for the House of Tomorrow in 1933 and the Crystal House in 1934 at the Century of Progress Exhibition at the Chicago World's Fair. The house at 701 Taft Road is the only known home designed by Keck and Keck in the Village of Hinsdale.

The house features noteworthy architectural details representing Keck and Keck's passive solar design. The exterior of the building includes large Thermopane windows, aluminum louvered vents, a flat roof, light colored brick in an English Bond pattern, cedar siding, and a covered front entryway with decorative breeze blocks. In 1970, the house was remodeled by plans designed by Keck and Keck. As part of this renovation, the original garage was converted into a studio space and a new attached garage was constructed off the northeast corner of the structure.

The house was recently purchased by the Currys, who have completed an extensive renovation project to restore and preserve the house. The original blueprints designed by Keck & Keck called for a rooftop deck above the attached garage and spiral staircase between the lower level and the first floor, which were never constructed. As part of this project, the new owners have constructed the rooftop deck and spiral staircase to match the original design by Keck and Keck.

Keck and Keck designed the house for Armen and Dorothy Avedisian. Armen Avedisian, a first generation Armenian-American, was appointed by President Ronald Reagan to chair the Commission in charge of the restoration of the Statue of Liberty and Ellis Island. He also owned successful quarry and road construction companies in Illinois, as well as a bank in Lake Geneva Wisconsin.

Dorothy Donian Avedisian was a classically trained opera singer and fine artist that helped raised funds to bring musical arts to Lake Geneva art schools. She was one of the co-founders of the Lake Geneva Floating Opera, an annual event that took place for several decades aboard The Lady of the Lake to raise funds for area children to access touring opera companies. The Avedisians were also major benefactors of the Lyric Opera in Chicago.

Review Process

Pursuant to Chapter 3 of Title 14 of the Village Code, the Historic Preservation Commission shall review landmark applications at a public hearing and shall adopt a recommendation that the nominated landmark does or does not meet the criteria for designation listed in Section 14-3-1. Within 45 days following the conclusion of the public hearing, the Commission shall transmit its recommendation to the Village Board in the form specified by Section 2-12-6A. The failure of the Commission to act within 45 days, or such further time to which the applicant may agree, shall be deemed a recommendation for approval for designation as submitted. The Board shall promptly act on such recommendation.

An ordinance passed by the affirmative vote of at least four (4) members of the Village Board shall be required to designate an official landmark. Upon passing an ordinance, notice shall be sent to the Building Commissioner and to the owners of record advising them of such designation and informing them that any structure, building, site, or area designated as a landmark shall thereafter be subject to the requirements of Chapter 5 (Certificate of Appropriateness). The Village Board shall also direct that the ordinance approving a landmark or historic district designation be recorded in the offices of the appropriate County Recorder of Deeds.

Discussion & Recommendation

On December 7, 2022, the application was reviewed at a public hearing at the Historic Preservation Commission. Carl and Cynthia Curry, the owners of 701 Taft Street, provided an overview of the house and answered questions from the Historic Preservation Commission. No members of the public provided comments at the public hearing. The Historic Preservation Commission reviewed the criteria set forth in Section 14-3-1 of the Village Code and determined that the property met the criteria for landmark designation, which are summarized in detail in the attached Findings and Recommendations.

Based on the findings, the Historic Preservation Plan Commission, by a vote of six (6) ayes and zero (0) nays, with one (1) absent, recommended to the President and Board of Trustees approval of Case HPC-07-2022 – 701 Taft Road – Application for Local Landmark Designation.

Village Board and/or Committee Action

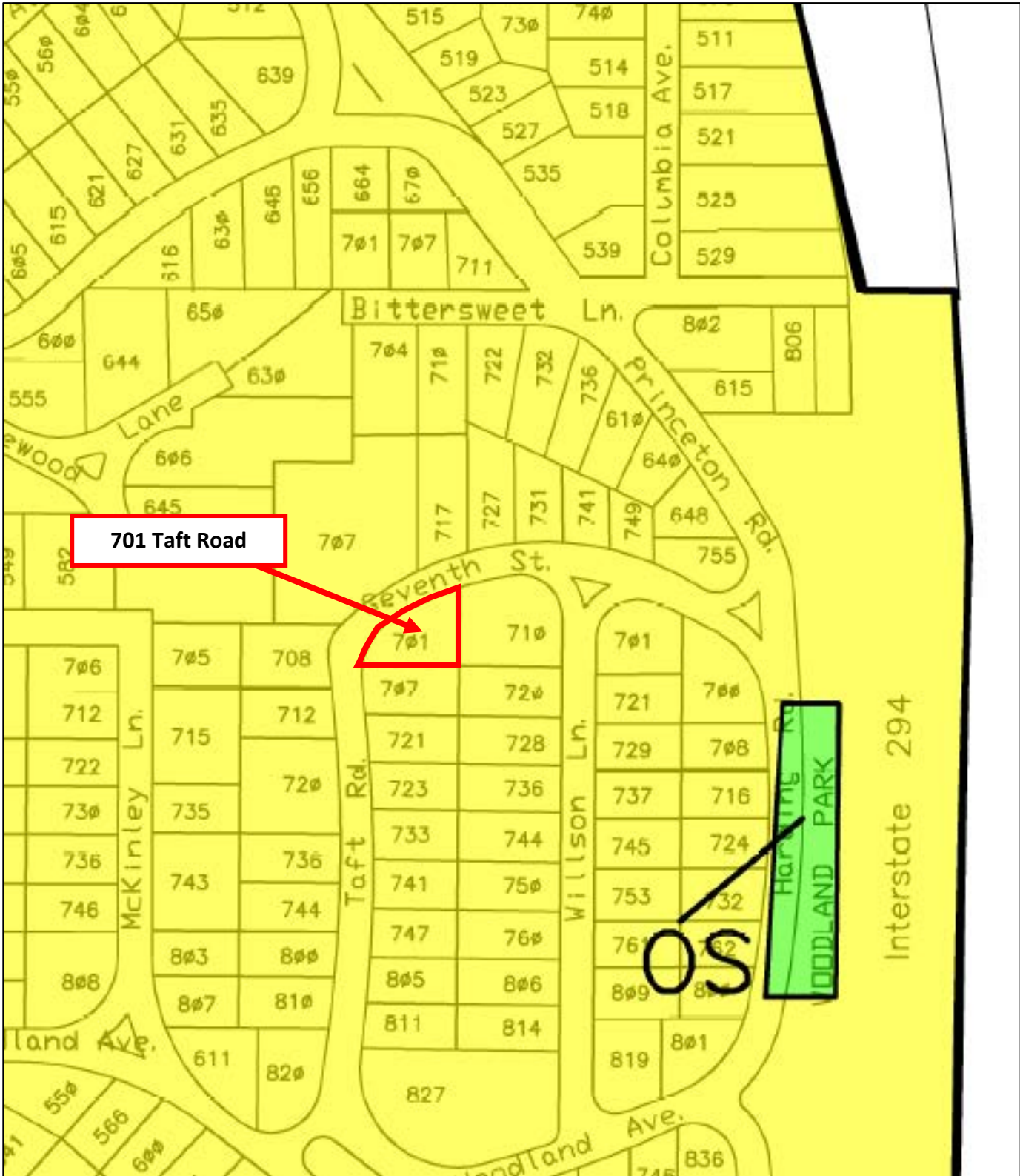
N/A

Documents Attached

1. Zoning Map and Project Location
2. Aerial View
3. Birds Eye View
4. Street View
5. Criteria for Landmark Designation - Village Code Title 14, Chapter 3, Section 14-3-1
6. Application for Local Landmark Designation and Exhibits
7. Draft Ordinance
8. Draft Historic Preservation Commission Findings and Recommendations

[illegible]

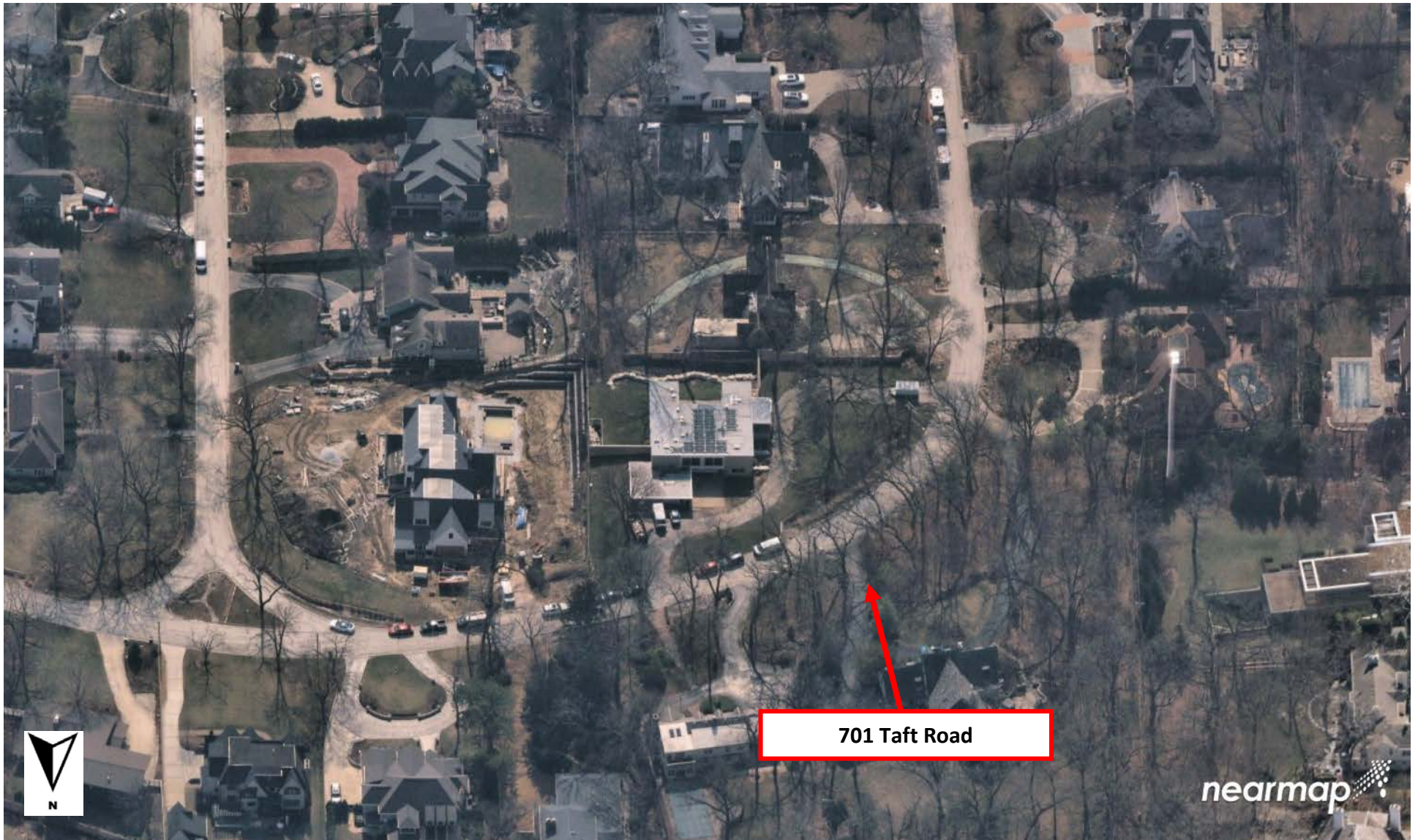
Village of Hinsdale Zoning Map and Project Location



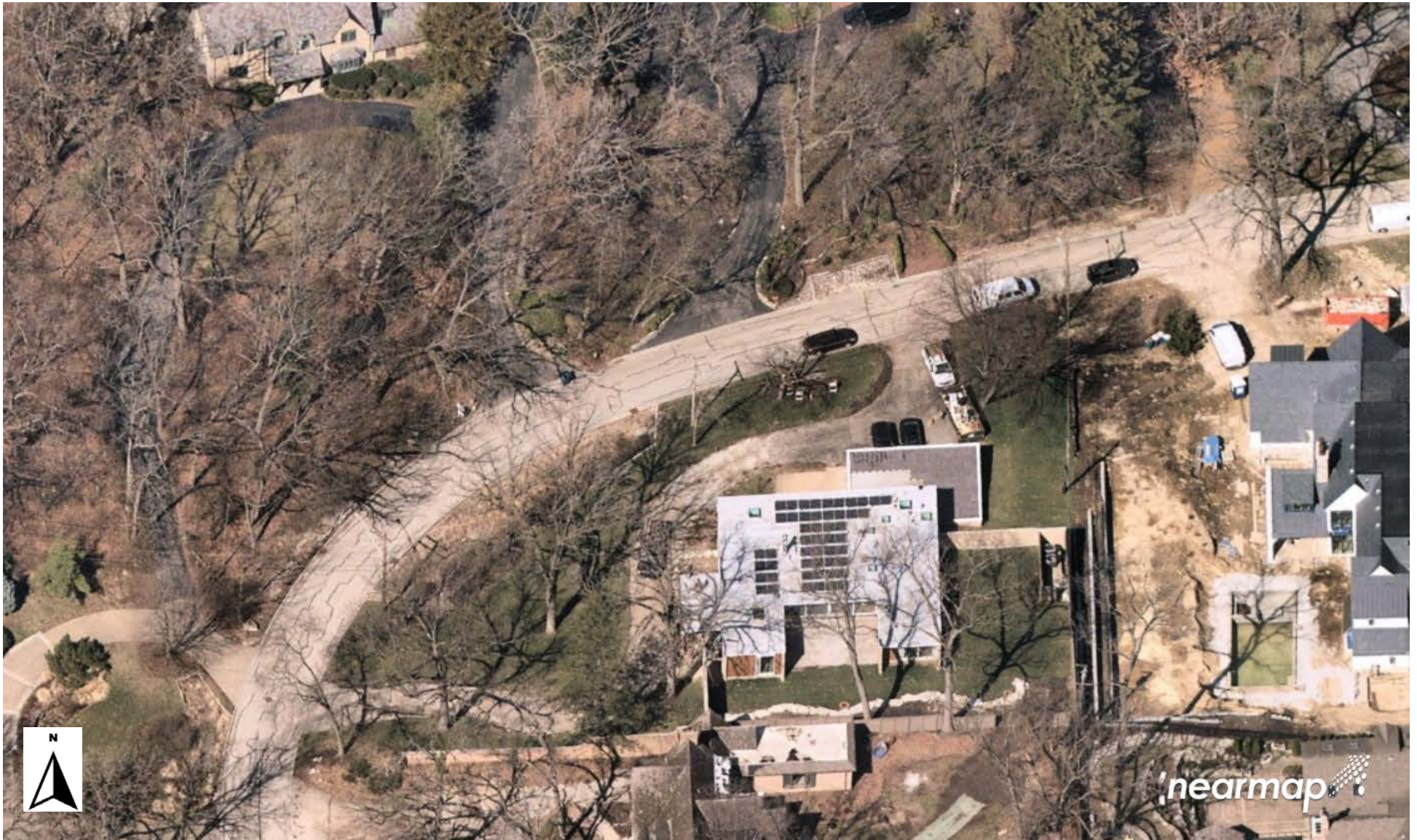
Aerial View – 701 Taft Road



Birds Eye View – 701 Taft Road



Birds Eye View – 701 Taft Road



Birds Eye View – 701 Taft Road



Photos – 701 Taft Road



View from Taft Road



Front Portico



View from Seventh Street



Overhead View



Louvered Windows



Courtyard View

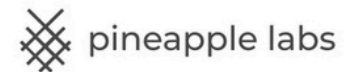


Interior Staircase



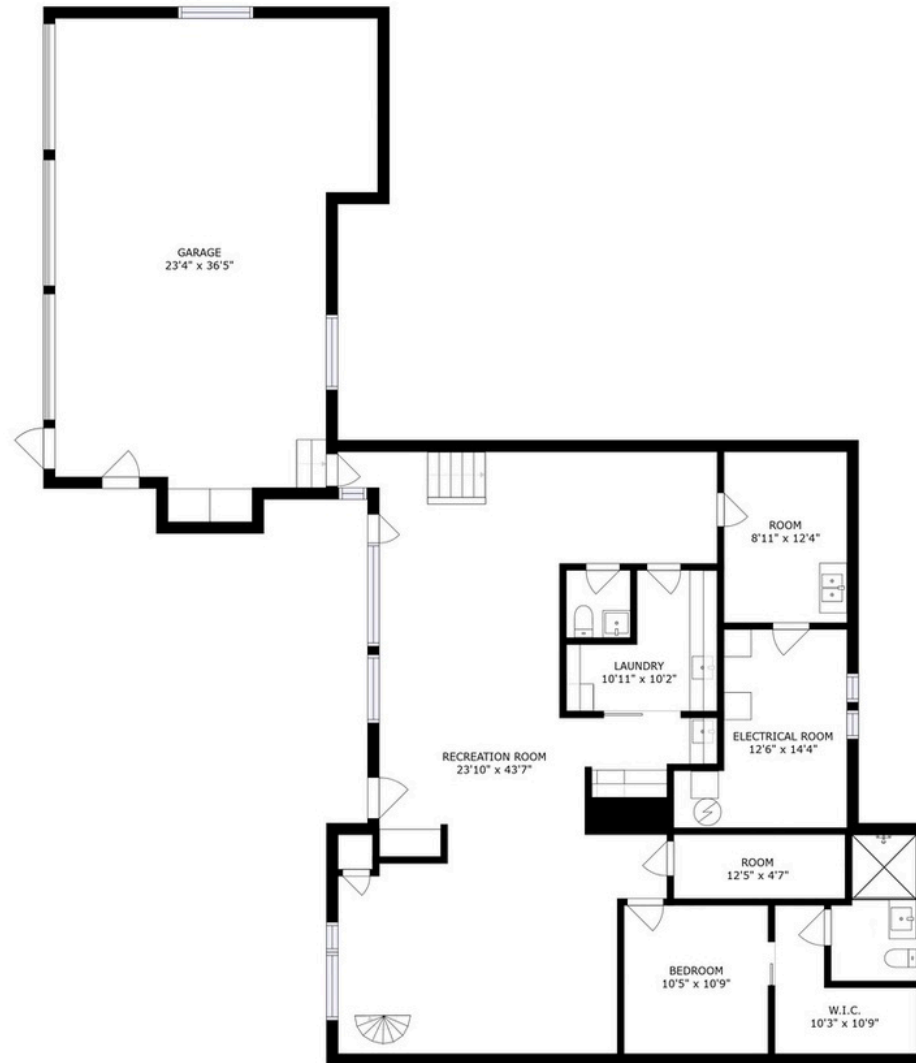
GROSS INTERNAL AREA
 FLOOR 1: 1609 sq. ft, FLOOR 2: 2869 sq. ft
 EXCLUDED AREAS: , GARAGE: 722 sq. ft
 BALCONY: 948 sq. ft
 TOTAL: 4478 sq. ft

SIZES AND DIMENSIONS ARE APPROXIMATE, ACTUAL MAY VARY.



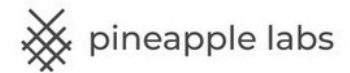
FLOOR 2

Interior Floor Plan – Floor 2



GROSS INTERNAL AREA
 FLOOR 1: 1609 sq. ft, FLOOR 2: 2869 sq. ft
 EXCLUDED AREAS: , GARAGE: 722 sq. ft
 BALCONY: 948 sq. ft
 TOTAL: 4478 sq. ft

SIZES AND DIMENSIONS ARE APPROXIMATE, ACTUAL MAY VARY.



FLOOR 1

Interior Floor Plan – Floor 1

VILLAGE CODE TITLE 14 - HISTORIC PRESERVATION
CHAPTER 3 - LANDMARK AND HISTORIC DISTRICT DESIGNATION

14-3-1: CRITERIA:

The Commission shall consider the criteria provided in this Chapter in order to recommend a structure, building, or site for designation as a landmark, or an area for designation as an historic district.

A. General Considerations:

1. The structure, building, site, or area has significant character, interest, or value as part of the historic, aesthetic, or architectural characteristics of the Village, the State, or the United States.
2. The structure, building, site, or area is closely identified with a person or persons who significantly contributed to the development of the Village, the State, or the United States.
3. The structure, building, site, or area involves the notable efforts of, or is the only known example of work by, a master builder, designer, architect, architectural firm, or artist whose individual accomplishment has influenced the development of the Village, the State, or the United States.
4. The unique location or singular physical characteristics of the structure, building, site, or area make it an established or familiar visual feature.
5. The activities associated with a structure, building, site, or area make it a current or former focal point of reference in the Village.
6. The structure or building is of a type or is associated with a use once common but now rare, or is a particularly fine or unique example of a utilitarian structure and possesses a high level of integrity or architectural significance.
7. The structure, building, or site is in an area that has yielded or is likely to yield historically significant information, or even prehistoric data.

B. Architectural Significance:

1. The structure, building, site, or area represents certain distinguishing characteristics of architecture inherently valuable for the study of a time period, type of property, method of construction, or use of indigenous materials.
2. The structure, building, site, or area embodies elements of design, detail, material, or craftsmanship of exceptional quality.
3. The structure, building, site, or area exemplifies a particular architectural style in terms of detail, material, and workmanship which has resulted in little or no alteration to its original construction.
4. The structure, building, site, or area is one of the few remaining examples of a particular architectural style and has undergone little or no alteration since its original construction.
5. The structure, building, site, or area is, or is part of, a contiguous grouping that has a sense of cohesiveness expressed through a similarity of style characteristics, time period, type of property, method of construction, or use of indigenous materials and accents the architectural significance of an area.
6. The detail, material, and workmanship of the structure, building, or site can be valued in and of themselves as reflective of or similar to those of the majority of the other visual elements in the area.

C. Historic Significance:

1. The structure, building, site, or area is an exceptional example of an historic or vernacular style, or is one of the few such remaining properties of its kind in the Village.
2. The structure, building, site, or area has a strong association with the life or activities of a person or persons who has significantly contributed to or participated in the historic events of the United States, the State, or the Village.
3. The structure, building, site, or area is associated with an organization or group, whether formal or informal, from which persons have significantly contributed to or participated in the historic events of the United States, the State, or the Village.
4. The structure, building, site, or area is associated with a notable historic event.
5. The structure, building, site, or area is associated with an antiquated use due to technological or social advances.
6. The structure, building, site, or area is a monument to, or a cemetery of, an historic person or persons. (Ord. O2000-7, 4-18-2000, eff. 5-1-2000)

**VILLAGE OF HINSDALE
HISTORIC PRESERVATION COMMISSION
APPLICATION FOR LOCAL LANDMARK DESIGNATION**

The undersigned (the "Applicant") hereby makes application, pursuant to Title XIV of the Village Code of Hinsdale, as amended, for the designation of the building, structure or site described below as an historic landmark. The Applicant certifies to the Village of Hinsdale that the following answers and information are true and correct:

Address of Property under review: 701 Taft Hinsdale, IL 60521
Property Identification Number: 18-07-305-001-0000

I. GENERAL INFORMATION

1. Applicant's Name: Carl and Cynthia Curry
Address: 740 S. Elm St., Hinsdale, IL 60521
Telephone Number: H-630-323-7705
2. Owner of Record (if different from applicant): _____
Address: _____
Telephone Number: _____
3. Others, if any involved in project (include, name, address and telephone number):
Architect: Richard Olsen G O Architectural Design Inc
127 S Stough St Hinsdale, Illinois 60521 630-887-1405
Attorney: _____
Engineer: Mark Landstrom, Landmark Engineering,
7808 West 103rd Street Palos Hills, Illinois 60465 708-599-3737
4. Disclosure of Village Personnel (List the name, address and Village position of any officer or employee of the Village with an interest in the owner of record, the Applicant or the property that is the subject of this application, and the nature and extent of that interest). Cynthia Curry serves on the Hinsdale Plan Commission

II. SITE INFORMATION

1. Provide a brief description of the site and its characteristics: _____
Please see attached

2. Successive Applications. Has all or any part of the property been the subject of another application for a Certificate of Appropriateness under Title XIV of the Village Code of Hinsdale within the last two years?

☒ No ☐ Yes

If yes, state the date of the formal hearing and a statement explaining any relevant evidence supporting, the reasons why the Applicant believes the Village should consider this application at this time, pursuant to Section 14-3-10 of the Village Code.

3. Criteria for Designation *(Check the box before each element that the Applicant contends is met by the building, structure or site for which landmark designation is sought. Explain in the space that follows how the landmark meets each criterion that is checked. Attach relevant written documentation and evidence or supplemental explanation if more space is required).*

A. General.

The proposed landmark:

- ☒ Has significant character, interest, or value as part of the historic, aesthetic, or architectural heritage of the Village, the State of Illinois, or the United States.
- ☒ Is closely identified with a person or persons who significantly contributed to the development of the Village, the State of Illinois, or the United States.
- ☒ Represents notable efforts of, or is the only known example of work by a master builder, designer, architect, architectural firm, or artist whose individual accomplishment has influenced the development of the Village, the State of Illinois, or the United States.
- ☒ Is an established or familiar visual feature due to its unique location or its singular physical characteristics.
- ☐ Was or is an historical focal point in the Village because of the activities associated with it.
- ☒ Is of a type or associated with a use once common but now rare, or is a particularly fine or unique example of a utilitarian structure, and possesses a high level of integrity or architectural significance.

B. Architectural.

The proposed landmark:

- ☒ Represents certain distinguishing characteristics of architecture inherently valuable for the study of a time period, type of property, method of construction, or use of materials.
- ☒ Embodies elements of design, detail, material, or craftsmanship of exceptional quality.
- ☒ Exemplifies or is one of the few remaining examples of a particular architectural style in terms of detail, material, and workmanship which has resulted in little or no alteration to its original construction.
- ☒ Is, or is part of, a contiguous grouping that has a sense of cohesiveness expressed through a similarity of style, time period, type of property, method of construction, or use of materials.

C. Historic Significance.

The proposed landmark:

- ☒ Is an exceptional example of an historic or vernacular style, or is one of the few such remaining properties of its kind in the Village.
- ☒ Has a strong association with the life or activities of a person or persons who has or have significantly contributed to or participated in the historic events of the United States, the State of Illinois, or the Village.
- ☐ Is associated with an organization or group, whether formal or informal, through which persons have significantly contributed to or participated in historic events of the United States, the State of Illinois, or the Village.
- ☐ Is associated with a notable historic event.
- ☐ Is associated with an antiquated use due to technological or social advances.
- ☐ Is a monument to, or cemetery of, an historic person or persons.

4. **Describe the proposed Local Landmark.** In order to be eligible for designation as an Historic Landmark in the Village of Hinsdale, a structure or site must be at least 50 years old and must meet the designation criteria set forth by the Hinsdale Historic Preservation Commission. (On a separate sheet of paper provide a description that indicates in what way the structure or site meets the designation criteria. Use applicable criteria as found above in Criteria for Designation.)

CERTIFICATION

The Applicant hereby acknowledges and agrees that:

- A. The statements contained in this application are true and correct to the best of the Applicant's knowledge and belief;
- B. The Applicant will provide the Village with all additional information, as required, prior to the consideration of, or action on, this application;
- C. The Applicant shall make the property that is the subject of this application available for inspection by the Village at reasonable times;
- D. If any information provided in this application changes or becomes incomplete or inapplicable for any reason following submission of this application, the Applicant shall submit a supplemental application or other acceptable written statement containing the new or corrected information as soon as practicable but not less than ten days following the change, and that failure to do so shall be grounds for denial of the application; and
- E. If the Applicant fails to provide any of the requested information, or any other requested information by the Boards, Commissions, and/or Staff, then the applicant will not be considered.

☒ **INDIVIDUAL OWNERS**

Signature of Applicant

Signature of Applicant

☐ **CORPORATION**

Signature of Applicant's President

Signature of Applicant's Secretary

☐ **PARTNERSHIP**

Signature of Applicant

Signature of Applicant

Signature of Applicant

Signature of Applicant

LAND TRUST

OTHER

Signature

Signature of Authorized Officer

SUBSCRIBED AND SWORN
to before me this 30 day of

MARCH, 2022.



Application for Historic Designation

Description of Proposed Local Landmark 701 Taft Road Hinsdale Il

Carl M. Curry & Cynthia M. Curry- Owners

Legal Description :

LOT 1 IN BLOCK 5 IN "THE WOODLANDS" HINSDALE, ILLINOIS, BEING A SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THE WEST 1312.4 FEET OF 718.2 FEET OF SAID SOUTHWEST 1/4, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 701 TAFT ROAD, HINSDALE, ILLINOIS
PERMANENT INDEX NO: 18-07-305-001-0000

Submitting for your consideration the home at 701 Taft Road built for Armen and Dorothy Avedisian, by Chicago Architects George Fred Keck & William Keck.

The Kecks, who earned renown in 1933 for their House of Tomorrow (which they designed and built for Chicago's, A Century of Progress world's fair), virtually pioneered the concepts that would inform passive solar home design, focusing on what they referred to as the six pillars of their solar program: Orientation, shading, Thermopane, ventilation, plant and rooftop pools.

The House of Tomorrow was moved to Indiana after the Fair and is now undergoing massive renovation.

THE HOUSE

The Avedisian House was project # 597 for the Keck's, constructed in 1958-59 and remodeled by them in 1970. The home was photographed by Hedrich Blessing and is now in the archives of Chicago Historical Society as well as the State of Wisconsin Historical Society where the architects were born.

The Home was designed and built in the Midcentury style of the period and is comprised of smooth light colored brick laid in an English Bond pattern, vertical clear cedar, large clear Thermopane glass and aluminum louvered vents. The front porte-cochere is adorned with a large distinct panel of breeze block.

The interior space walls are plaster, brick and clear cedar and includes a large living room, dining room, office/study/bedroom, kitchen and family room as well as three additional bedrooms and bathrooms, one being a larger Primary. Two large free standing cabinets divide the living room, dining room and front hall and are all original.

All the bed rooms also have original built in wardrobes. The family room has two large sliding doors that open to the back or (south elevation) of the property.

The lower level includes a large living space (which was originally a three car garage), a powder room, laundry room, additional bedroom/bath and furnace room.

The 1970 renovation by the architects repurposed the garage into a studio for the owners and built a new attached garage further east under the kitchen windows. Their plan also called for a second floor deck above the garage as well as a circular stair connecting the living room and lower level, neither of which were ever built.

The current owners have renovated the structure to its original glory including adding the second floor walk out patio and the addition of the circular stair between the levels as envisioned by the architects. The stair was sourced from a similar period penthouse on Michigan Avenue in Chicago.

THE ORIGINAL OWNERS

ARMEN AVEDISION was a successful entrepreneur; his legacy is an enduring testament to the power of the immigrant story. Appointed by President Ronald Regan to the Statue of Liberty-Ellis Island Centennial Commission and Foundation. In 1986, President Regan named Avedision to head the commission replacing Chrysler Corporation Chairman Lee Iacocca.

DOROTHY DONIAN AVEDISION, a classically trained opera singer and fine artist raised funds to bring the musical arts to the area school as well as Lake Geneva. She was a cofounder of the Lake Geneva Floating Opera, a world-renowned, one night a summer, aboard The Lady of the Lake with proceeds given to area children to access touring opera companies. The program ran for over two decades. Dorothy along with her husband were also major benefactors of Chicagos Lyric Opera.

CURRENT OWNERS STATEMENT

To our knowledge 701 Taft is the only Keck & Keck home in the Village of Hinsdale. We are the third owners of the property with no changes made by the second owners.

Please see the attachments for more information on the significance of the house as well as the original owners.

Architectural Significance

701 Taft

The revolutionary design pioneered by the the architects George Fred Keck & William Keck were first presented at Chicago's Century of Progress Worlds Fair. They are showcased in the only home of its kind in the Village of Hinsdale, project #597, The Avedision. The cutting edge concepts that created the first passive solar homes were built on what they referred to as, "The Six Pillars" of their solar vision, Orientation, Shading, Thermopane, Ventilation, Roof Top Planting and Pools are all present in the home they designed and built at 701 Taft road.

Orientation

The house is perfectly situated in the Woodlands taking advantage of the hilly terrain; cutting into the topography of the site giving the appearance of a single story to the West and a two story structure to the North. Morning sunrises in the bedrooms and evening sunsets in the living room.

Shading

Nestled in five mature oak trees the house stayed cool without the need for air conditioning; although added later. Two patio areas, one to the North and the second to the South create comfortable outdoor enjoyment with both sun and shade throughout the day.

Thermopane

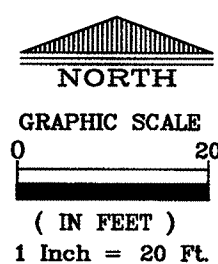
Cutting edge at the time, all the oversized original windows in the house were Thermopane for heat retention and maximum sized to bring in the outdoor environment. Broken seals necessitating replacement have been performed to the original specifications.

Ventilation

Uniquely designed by Keck & Keck, all of the large windows in the house are flanked with exterior louvers which are operated from the interior living spaces. Cabinet doors open to reveal levers that operate the screened louvers to create airflow throughout the house.

Roof Top Planting

The roof top patio which was planned for the house by the architects was never built by choice of the owners. We followed the original plans and completed it as intended.



PROFESSIONALS ASSOCIATED SURVEY, INC.

PROFESSIONAL DESIGN FIRM NO. 184-003023
7100 N.Tripp Ave., Lincolnwood, Illinois 60712
Tel.(847) 675-3000 Fax (847) 675-2167
e-mail: pa@professionalsassociated.com
www.professionalsassociated.com

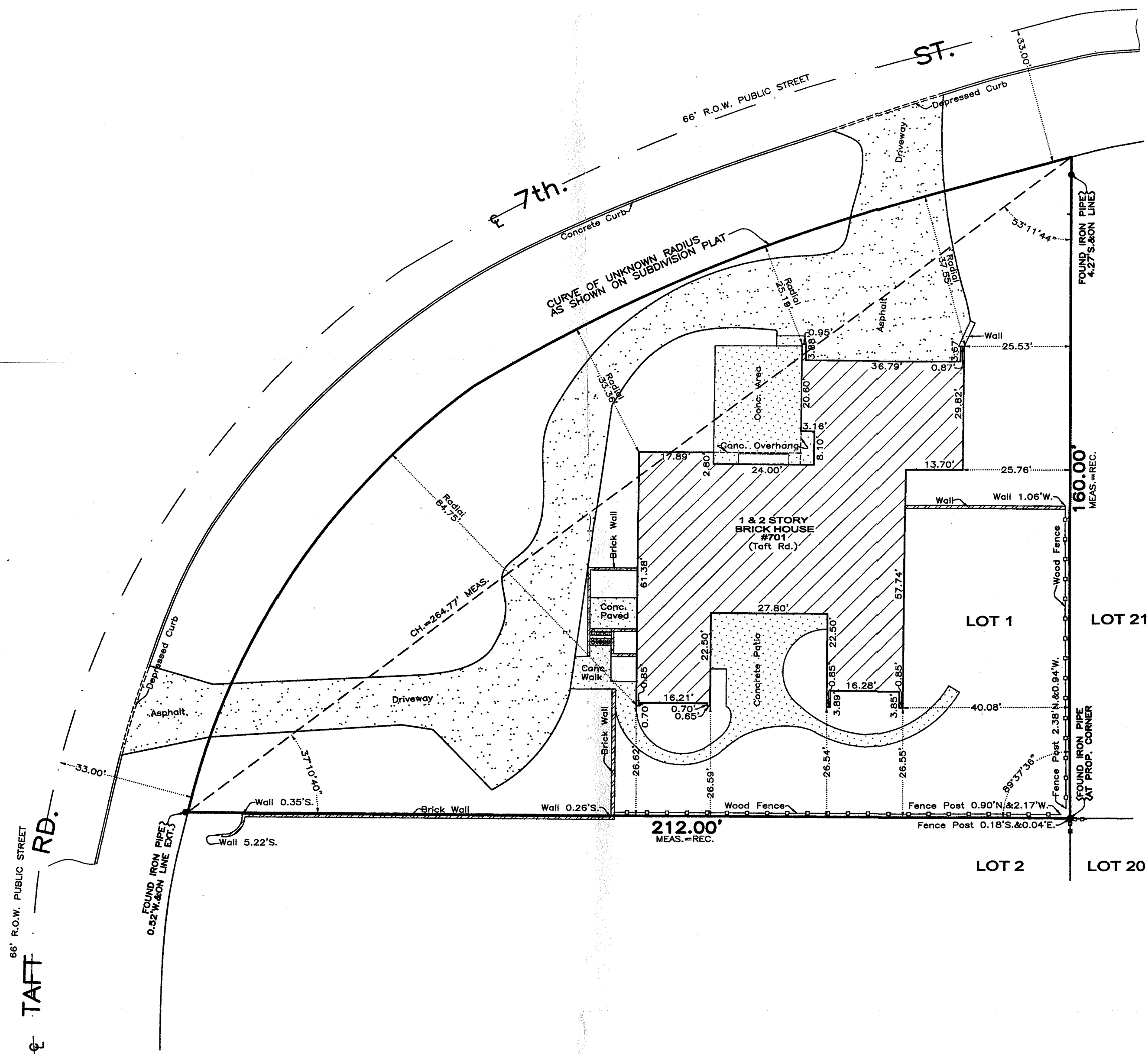
PLAT OF SURVEY

OF

LOT 1 IN BLOCK 5 IN "THE WOODLANDS" HINSDALE, ILLINOIS, BEING A SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THE WEST 1312.4 FEET OF THE NORTH 718.2 FEET OF SAID SOUTHWEST 1/4, IN COOK COUNTY, ILLINOIS.

LAND TOTAL AREA: 23,963 SQ. FT. = 0.550 ACRES.

COMMONLY KNOWN AS: 701 TAFT ROAD, HINSDALE, ILLINOIS.



THE LEGAL DESCRIPTION SHOWN ON THE PLAT HEREON DRAWN IS A COPY OF THE ORDER, AND FOR ACCURACY SHOULD BE COMPARED WITH THE TITLE OR DEED. DIMENSIONS ARE NOT TO BE ASSUMED FROM SCALING.

BUILDING LINES AND EASEMENTS ARE SHOWN ONLY WHERE THEY ARE SO RECORDED IN THE MAPS, OTHERWISE REFER TO YOUR DEED OR ABSTRACT.

ORDER NO. 20-97445

SCALE: 1 INCH = 20 FEET.

DATE OF FIELD WORK: October 26, 2020

ORDERED BY: BARNES & THORNBURG, LLP.
Attorneys at Law

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

THIS SURVEY HAS BEEN ORDERED FOR SURFACE DIMENSIONS ONLY, NOT FOR ELEVATIONS. THIS IS NOT AN ALTA SURVEY.

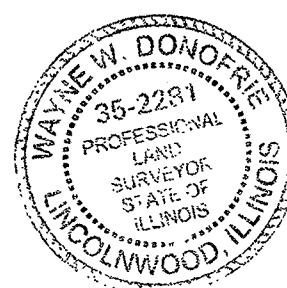
COMPARE ALL POINTS BEFORE BUILDING BY SAME AND AT ONCE REPORT ANY DIFFERENCE.

State of Illinois s.s.
County of Cook

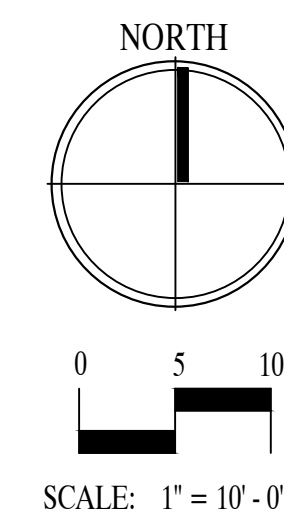
We, PROFESSIONALS ASSOCIATED SURVEY INC., do hereby certify that we have surveyed the above described property and that, to the best of our knowledge, the plat hereon drawn is an accurate representation of said survey.

Date: October 27, 2020

IL. PROF. LAND SURVEYOR - LICENSE EXP. DATE: NOV. 30, 2020.
DRAWN BY: S.Z.



PATIO:	705	S.F.
/PADS:	208	S.F.
TOTAL:	9,344	S.F.



CURRY RESIDENCE
701 TAFT ROAD
HINDSALE, ILLINOIS

REVIEWS			
NO.	DATE	BY:	DESCRIPTION
△	11.10.21	MMR	HARDSCAPE
△	02.14.22	MMR	LANDSCAPE
△	03.02.22	MMR	LANDSCAPE
△	03.09.22	MMR	LANDSCAPE
△	04.04.22	MMR	LANDSCAPE
△	04.14.22	MMR	LANDSCAPE



**Landscape Architecture
Contracting and Maintenance**

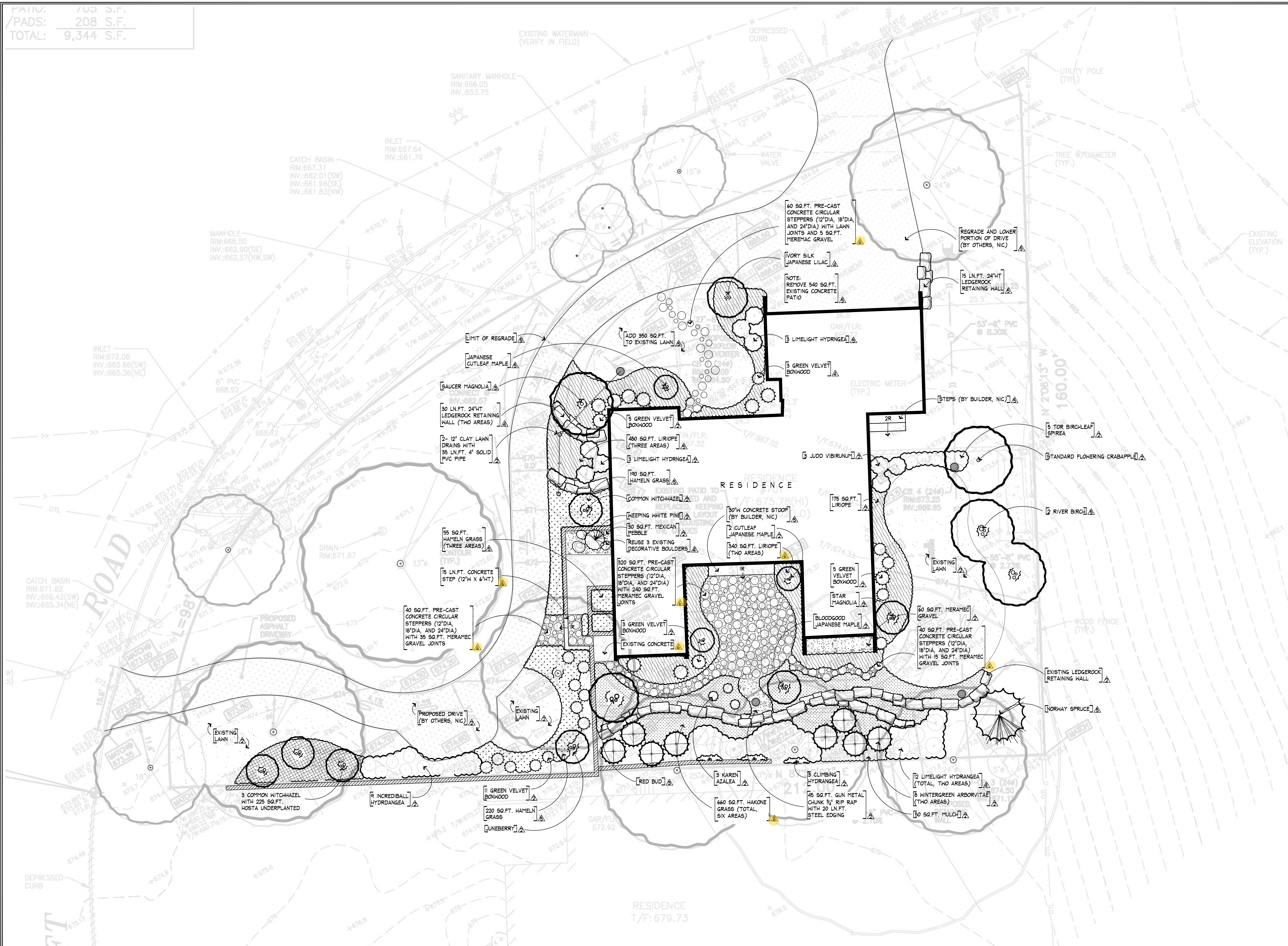
**30088 North Skokie Highway
Lake Bluff, Illinois 60044-1112**
847-689-0266
FAX 847-689-0277

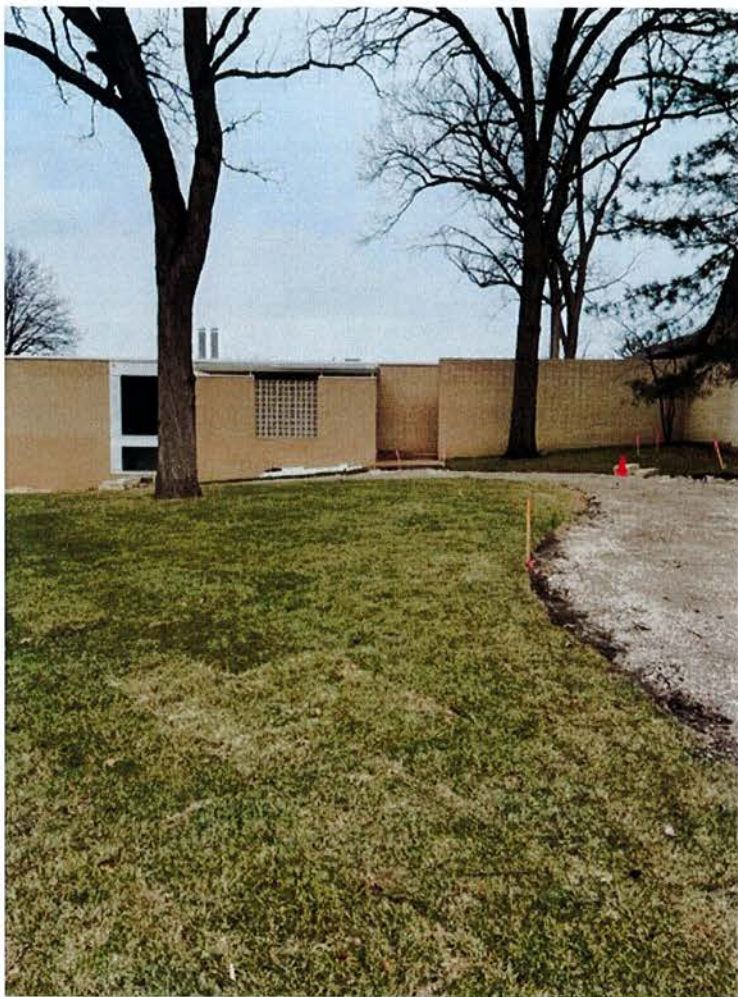
DATE:	11.24.20
DESIGN:	SLB
DRAWN BY:	MMR
APPRD:	SLB
CLIENT:	CURRY

SHEET TITLE
LANDSCAPE
PLAN

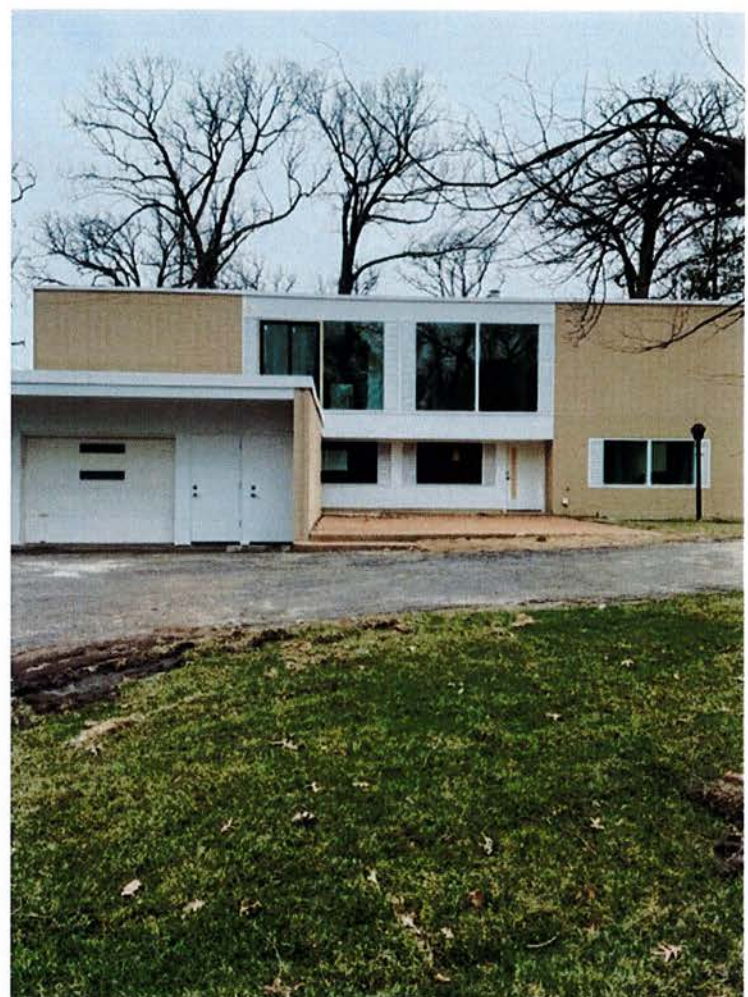
SHEET NO.
L-03.2

JOB NO. 20-181

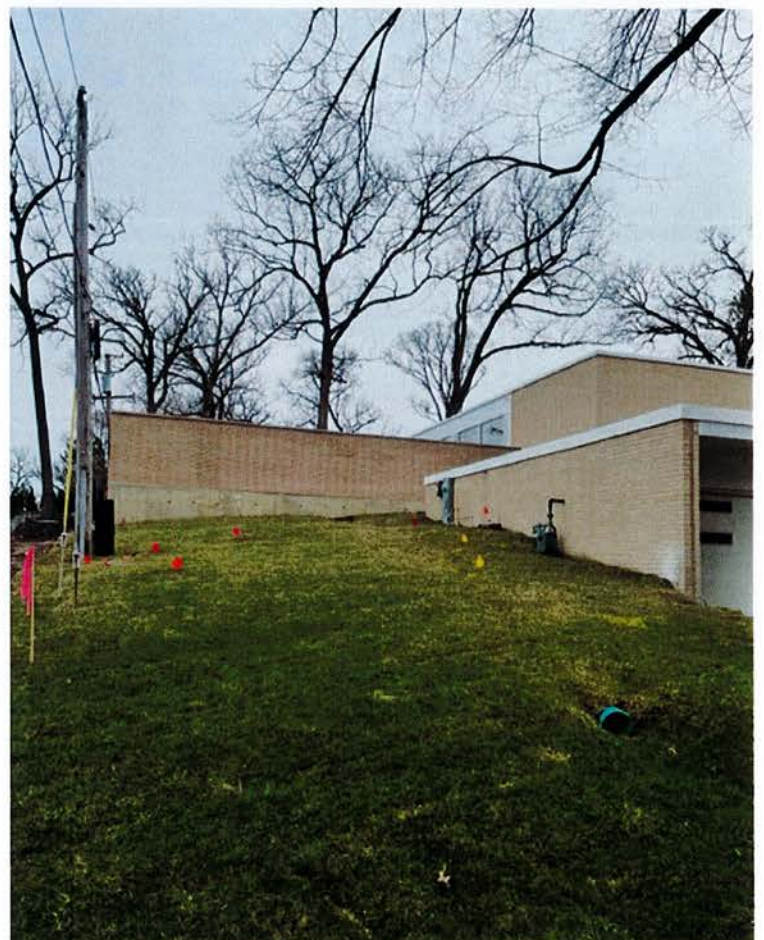




Front elevation looking East.



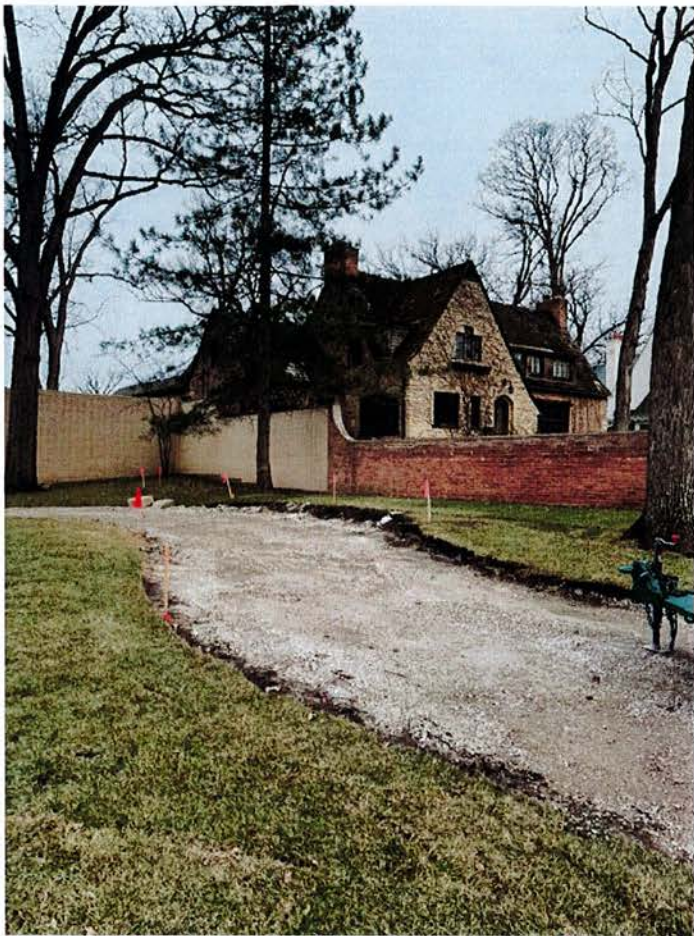
Side elevation looking South





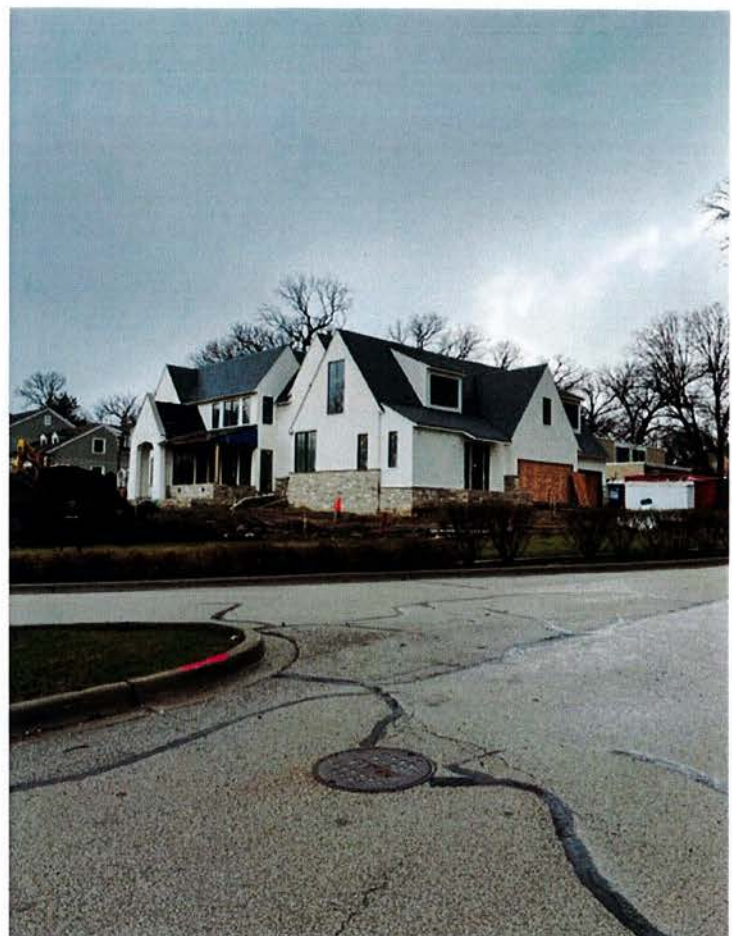
Rear Elevations





Neighbor to the South

Neighbor to the North



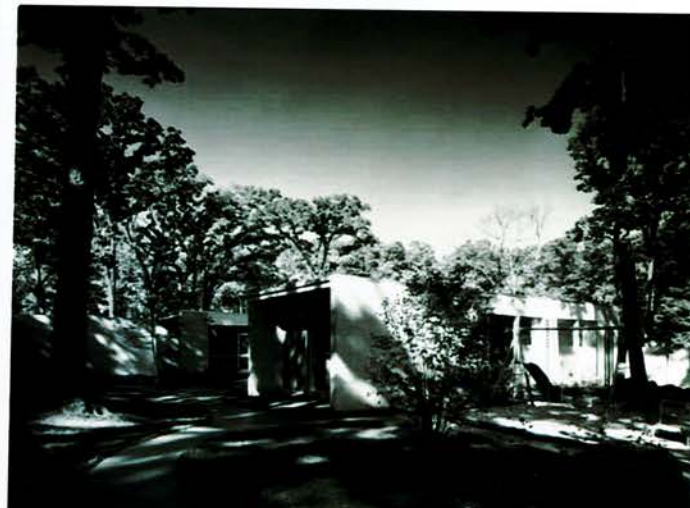
Neighbor to the East

Neighbor to the West





1958-59
Hedrick
Blessing
(Photographer)





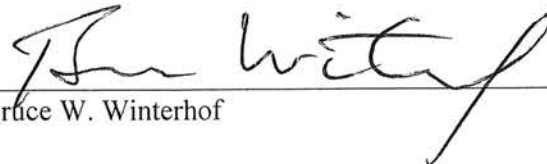
2022





SIGNATURE PAGE TO WARRANTY DEED

IN WITNESS WHEREOF, the undersigned Grantor has executed this Warranty Deed this 2nd day of November, 2020, to be effective on November __, 2020.



Bruce W. Winterhof

State of _____
County of _____

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Bruce W. Winterhof, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this _____ day of _____, 2020.

NOTARY PUBLIC

My Commission expires _____.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of SANTA CLARA

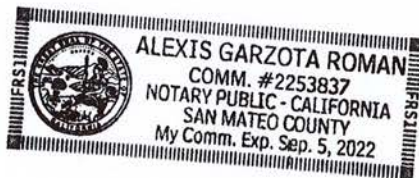
On 11/02/2020 before me, Alexis Garzota Roman, Notary Public

Date BRUCE W. WINTERHOF Here Insert Name and Title of the Officer

personally appeared

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: AFFIDAVIT OF TITLE

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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State of California

County of SANTA CLARA

On 11/02/2020 before me, Alexis Garzota Roman, Notary Public

Date

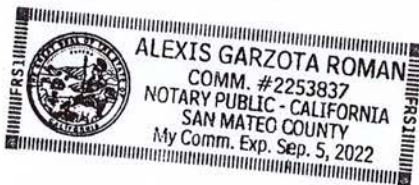
Here Insert Name and Title of the Officer

personally appeared

BRUCE W. WINTERHOF

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Alexis Garzota Roman

Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document:

BILL OF SALE

Document Date:

Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:

☐ Corporate Officer – Title(s):

☐ Partner – ☐ Limited ☐ General

☐ Individual

☐ Attorney in Fact

☐ Trustee

☐ Guardian of Conservator

☐ Other:

Signer is Representing:

Signer's Name:

☐ Corporate Officer – Title(s):

☐ Partner – ☐ Limited ☐ General

☐ Individual

☐ Attorney in Fact

☐ Trustee

☐ Guardian of Conservator

☐ Other:

Signer is Representing:

This Instrument Prepared By:
Kailey Grant
Barnes & Thornburg LLP
One North Wacker Drive Suite 4400
Chicago, Illinois 60606

Return Recorded Deed To:
Carl Curry and Cynthia Curry
740 S. Elm Street
Hinsdale, Illinois 60521

Send Subsequent Tax Bills To:
Carl Curry and Cynthia Curry
740 S. Elm Street
Hinsdale, Illinois 60521

WARRANTY DEED

THE GRANTOR, BRUCE W. WINTERHOF, having an address at 325 Channing Ave, Apt 313, Palo Alto, CA 94301, for the consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration in hand paid, CONVEYS and WARRANTS to GRANTEES, CARL CURRY and CYNTHIA CURRY, whose address is 740 S. Elm Street, Hinsdale, IL 60521, as Joint Tenants with rights of survivorship, all interest in and to the following described Real Estate situated in the County of Cook, State of Illinois, to wit:

See Exhibit A attached hereto and made a part hereof

Commonly Known As: 701 Taft Road, Hinsdale, IL 60521
Permanent Index Number: 18-07-305-001-0000

Subject To:

1. General Real Estate Taxes not due and payable.
2. Covenants, conditions and restrictions of record and building lines and easements, if any.

hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

[SIGNATURES ON IMMEDIATELY SUCCEEDING PAGE]



Keck & Keck » Architects + More

Following are just some of the great
Architects, Designers, Artists,
Manufacturers and Retailers of interest:

- [Go back to directory.](#)



Keck & Keck Architects + Builders

Archives

May 2020

November 2019

August 2019

Biography

George Fred Keck 1895 – 1980

June 2019

May 2019

March 2019

November 2018

July 2018

June 2018

April 2018

March 2018

October 2017

September 2017

August 2017

July 2017

June 2017

May 2017

April 2017

March 2017

February 2017

January 2017

December 2016

November 2016

October 2016

September 2016

August 2016

William Keck 1908 – 1995

The architecture firm of Keck & Keck designed modern, award-winning, affordable homes in the Chicagoland area and around the Midwest from 1935-1979

Born in Watertown, Wisconsin The elder, George Fred, known as Fred, studied engineering and architecture at state schools in Wisconsin and Illinois. Settling in Chicago in 1921, he worked as a draftsman at several offices before striking out on his own. Keck's modernist footing broadened through his contact with the Chicago Workshops, a group of artists modeled upon the Austrian Werkbund and founded by former members. This contact ultimately led to his role in the New Bauhaus, which had broad impact on design in Chicago.

In 1937, an industrial arts school broke away from the Art Institute of Chicago with the goal of training designers using Bauhaus methods. This group, with help from Keck, brought Laszlo Moholy-Nagy to Chicago as its new director. This New Bauhaus had the "old" Bauhaus' director, Walter Gropius (by that time at Harvard), as its mentor/sponsor. And it boasted as teachers and lecturers important figures including Gropius, Alvar Alto, R. Buckminster Fuller, Henry-Russel Hitchcock,

July 2016

December 2015

November 2015

September 2015

August 2015

April 2015

February 2015

December 2014

September 2014

August 2014

July 2014

June 2014

December 2013

September 2013

August 2013

April 2013

February 2013

December 2012

September 2012

July 2012

May 2012

March 2012

Richard Neutra and Man Ray. Keck served as architecture department head and part-time teacher at the New Bauhaus for five years while continuing his practice.

AMERICA'S FIRST GLASS HOUSE: Chicago's Century of Progress World's Fair, the House of Tomorrow (1933) and the Crystal House (1934). The fair houses, built of steel framing and glass exterior walls using Chicago skyscraper construction methods, were structurally and stylistically far in advance of other homes of the period, including other concept houses displayed at the fair. The Crystal House, in particular, with its exterior truss frame, was as stunning and elegant as more celebrated steel houses designed decades later. The fair houses exposed hundreds of thousands of visitors to an entirely new kind of living, and doubtless made converts of many.

Keck Gottschalk Keck Apartments Hyde Park 1937 was an award-winning International style building, now a landmark.

Chicago-area suburban houses from 1935 – 1979

807 projects listed – houses, apartments buildings, remodels, and additions,

Following the fair, wealthy clients from Chicago's North Shore suburbs began hiring

December 2011

October 2011

September 2011

July 2011

June 2011

December 2010

August 2010

May 2010

March 2010

December 2009

August 2009

May 2009

December 2008

August 2008

July 2008

December 2007

November 2007

September 2007

August 2007

June 2007

December 2006

September 2006

Keck to design homes for them, starting a tradition that lasted for the remainder of Keck's career. The North Shore is home to more Keck houses than any other area. While some modernists focused on their own personal vision, the Kecks focused on modern solutions that best served their clients' needs.

Keck trademarks:

flat roof

passive solar

indirect lighting

cedar siding

radiant heat in the floor

post and beam construction, (most often wood, but sometimes steel)

modular design

fixed Thermopane windows with separate operable screened vents. These vents are the most important Keck trademark – an easy way to recognize their architecture at a distance.

22 Keck houses are located in the Forest Crest Subdivision on Carol Lane and Terrace Court in Glencoe.

The Kecks created hundreds of elegant, livable houses in the Chicago area and elsewhere. Unlike more famous contemporaries, who talked about bringing fine architecture to the masses but failed to do much about it, the Kecks created houses

July 2006

June 2006

April 2006

November 2005

October 2005

June 2005

April 2005

March 2005

December 2004

November 2004

October 2004

August 2004

June 2004

April 2004

March 2004

February 2004

that were affordable and came in on budget. Their mark on the public's consciousness is such that today, three decades after the firm was dissolved, North Shore real estate agents listing these houses routinely use the phrase "Keck house" at the top of their newspaper ads.

Architects who worked for and were influenced by Keck and Keck:

Robert Bruce Tague, draftsman from 1935 – 1944

Ralph Rapson 1941 – 1944 (then taught at MIT)

Bertrand Goldberg – visited, hung around and was "tutored" by Keck

Stanley Tigerman – a draftsman in the office at age 19

Tony Grunsfeld – worked for Keck, and then went out on his own to do a vast quantity of Keck-inspired modern homes

Interior Designer: Marianne Willsch

Categories

News

Past Events

Uncategorized

Leave a Reply

You must be [logged in](#) to post a comment.

At The Lake
(<https://atthelakemagazine.com>)



(<http://neiturnermediagroup.advertserve.com/servlet/click/zone?zid=6&cid=860&mid=811&pid=0&sid=10&uuid=10bfa2871babe6692b2401149c6bf567&ip=73.44.197.148&default=false&random=89519474×tamp=20220329200342&test=false&resolution=1280x628&contextual=true&referrer=https%3A%2F%2Fatthelakemagazine.com%2Fpatriots-story-amen-avedisian%2F&redirect=http%3A%2F%2Fwww.visitelkhorn.com>)

/ November 27, 2019

A Patriot's Story



By Lisa Schmelz | *Photo Courtesy of the Avedisian Family*

What do Lake Geneva and the Statue of Liberty have in common? Armen Avedisian, a first-generation Armenian-American, who paved thousands of miles of roadway in Illinois, owned a bank in Lake Geneva, and was tapped by President Ronald Reagan to chair the commission for the restoration and preservation of the Statue of Liberty and Ellis Island.

THE FIRST GENERATION

Armen Avedisian was a first-generation American, who grew up in Elmhurst, Illinois. His immigrant father was a civil engineer with the State of Illinois. Avedisian received an engineering degree in 1949 from the University of Illinois at Urbana-Champaign. Following his graduation, he worked as an asphalt and paving superintendent. Just a few years later, he was working for a rival firm as their vice president. Before he was 30, he had his own company, Lincoln Stone Quarry Inc. in Joliet.

In 1952, he would marry his first wife, Dorothy Donian. (They divorced in 1996.) By the late 1950s, Avedisian owned his own road construction company. By 1976, he was the chairman of the board, chief executive officer, and sole stockholder of Avedisian Industries, a holding of six corporations centered in the quarrying and heavy construction industries. In 1979 he sold his companies, and a crucial patent to Commonwealth Edison. Not even a year later, though, he needed something to do. Always on the prowl for a good investment, Avedisian, also a globally renowned backgammon player, purchased Citizens National Bank in Lake Geneva and its \$25 million in assets.

“He was very driven,” recalls Donna. “Once he retired from the business of road building and owning quarries and mining limestone, he got advice from a member of the Chicago business community that he shouldn’t retire and should look into some options. Suggestions were made on what to look at, and they heard of the bank in Lake Geneva being for sale.”

Helping other entrepreneurs also appealed to him. In a 1986 *Lake Geneva Regional News* story, a friend offered this on Avedisian’s motives for banking: “He wanted to help people,” recalled the friend, John Elasarian, a Lake Geneva restaurant manager. “When he was young and had ambitious ideas, he went to banks to borrow money, and in many cases, he was turned down.”

PRESERVING LADY LIBERTY

Patriotism also appealed to Avedisian, and in 1982 the lifelong Republican had been appointed by President Reagan to the Statue of Liberty-Ellis Island Centennial Commission and Foundation. The commission’s aim was to restore and protect the aging statue and raise funds to preserve Ellis Island. On his first visit to Ellis Island, according to press reports, he simply stood silently in the deteriorating building, wondering what his “young, bewildered” immigrant parents “who could not speak English,” thought as they were processed in this very space.

As a committee member, Avedisian was taking a week off from his bank each month to fly to New York and apply what the *Chicago Tribune* dubbed “liberal elbow grease” to the fundraising effort.

Why not have the government pay for the restoration? "We wanted it to be a private endeavor to build patriotism around the country and deepen appreciation for what the statue and America are all about," explained Avedisian in a June 20, 1985 story with the *Lake Geneva Regional News*.

His children say their father was as thrilled with the buckets full of change from school children as he was with the six-figure donations from titans of industry. In 1986, President Reagan named Avedisian to head the commission replacing Chrysler Corporation Chairman Lee Iacocca.

Fundraising efforts netted over \$256 million dollars from individuals, schools, civic groups and private companies, and corporate sponsors. Reagan shared his gratitude in this letter to Avedisian:

"The work of the commission has exceeded our fondest expectations. As a member of the commission since 1982 and its chairman for the past year and a half, you've done yeoman's work ... The unprecedented outpouring of affection and generosity on the part of the American people in response to this historic undertaking will always remain a highlight of my years as president. Again, thank you for giving of your time and talents. Your dedication over the years has been a source of inspiration to me and the American people."

THE SECOND GENERATION REFLECTS

Only two generations removed from genocide, the Avedisian children are keenly aware of how divided America is today. What do they think their father, a conservative Republican, would make of that division? "I don't think he would have a very positive view on the nationalistic bent that seems to exist now," says Vann. "He was very patriotic, but not a nationalist. He knew (nationalism) fuels genocide."

Donna agrees. "He aligned with what would favor hard work and perseverance, and what would enable entrepreneurs to be entrepreneurs. I think he would be in favor of some commonsense immigration policies," she reflects. "And he knew what his parents went through in the Armenian genocide."

Of course, we can't ask Avedisian what his thoughts would be about today's political climate. Gone for 19 years, we can only speculate.

However, we get a sense that this actual bridge builder was, in every sense of the word, a uniter. Giving an address to commemorate the 100th anniversary of the Armenian Apostolic Church in America at Ellis Island in 1998, he offered these words:

"Some years ago, I was privileged to be part of the restoration of Lady Liberty and Ellis Island. During the course of that labor of love, we learned that the Lady was much more than just metal plates supported by an iron frame. This great hall was much more than mere bricks and mortar. And, the people who entered America through these portals represented much more than flesh, blood and bone. These twin icons, and the people drawn to them, were imbued with an indomitable spirit and sense of hope. Not mere symbols, they were the embodiment of humanity's unwillingness to succumb to oppression and hatred. They stood in stark counterpoint to the evil that has plagued mankind since the beginning of time."

ARIAS on Geneva Lake

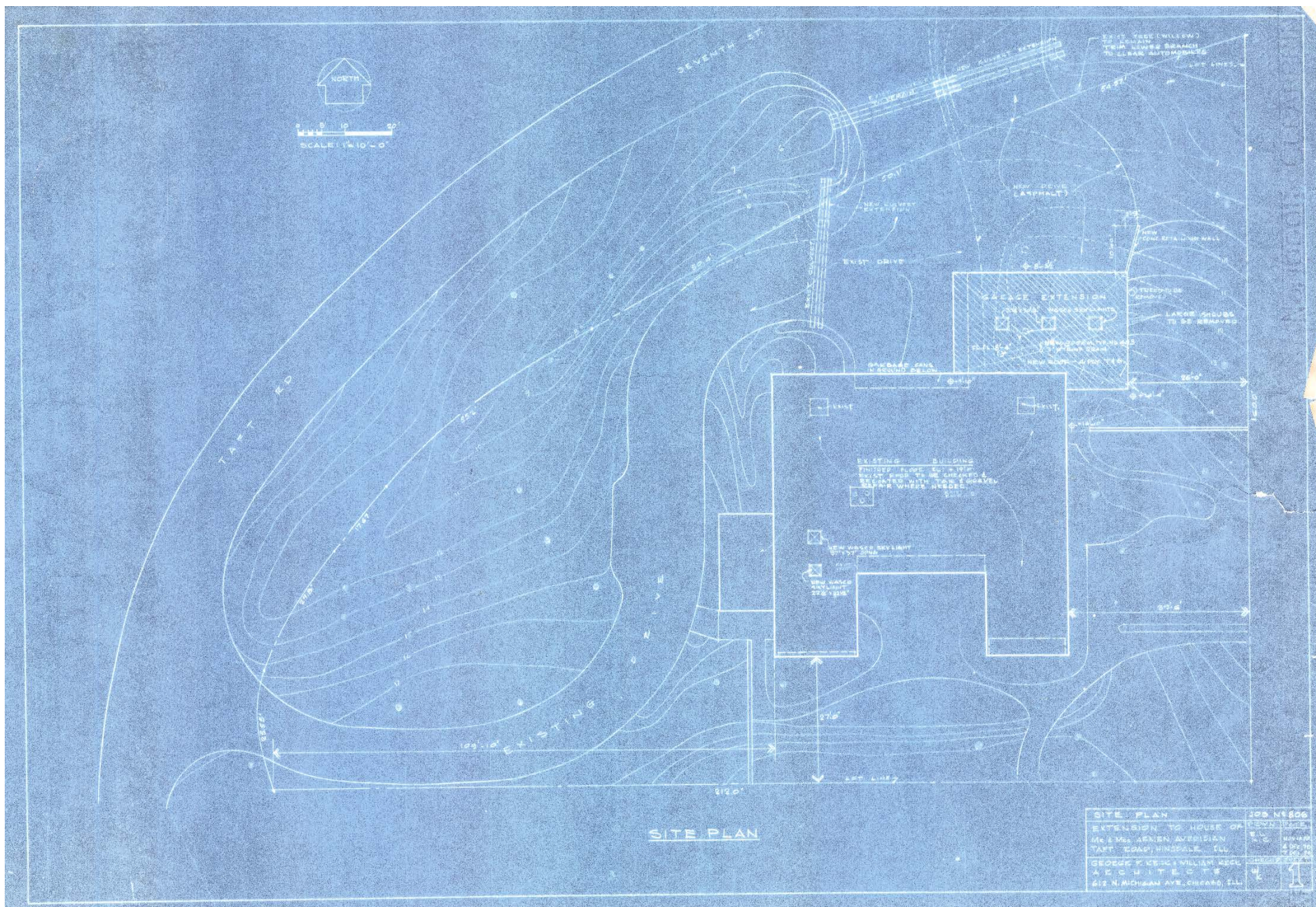
While Armen Avedisian raised funds to restore the Statue of Liberty, his wife, Dorothy Donian Avedisian, raised funds to bring the musical arts to Lake Geneva area schools. A classically trained opera singer, she was one of the cofounders of the Lake Geneva Floating Opera. The Avedisians were major benefactors of the Lyric Opera in Chicago and brought world-renowned opera to Lake Geneva one night a summer aboard The Lady of the Lake. Ticket prices were a then-steep \$100 or more, but proceeds gave area children access to touring opera companies.

"It was beautiful," says Sue Larkin, a longtime neighbor and friend of the Avedisians. "It was a beautiful event, and Dorothy was a singer herself and loved the arts. All of the arts."

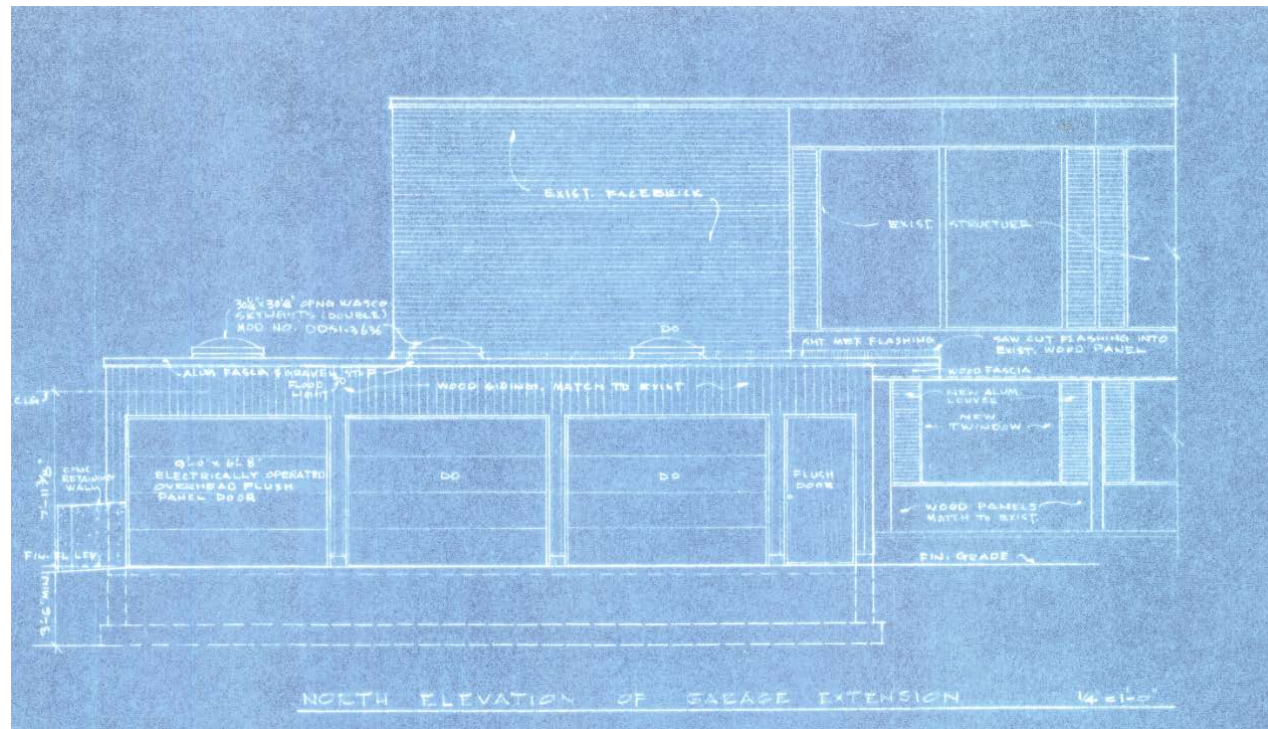
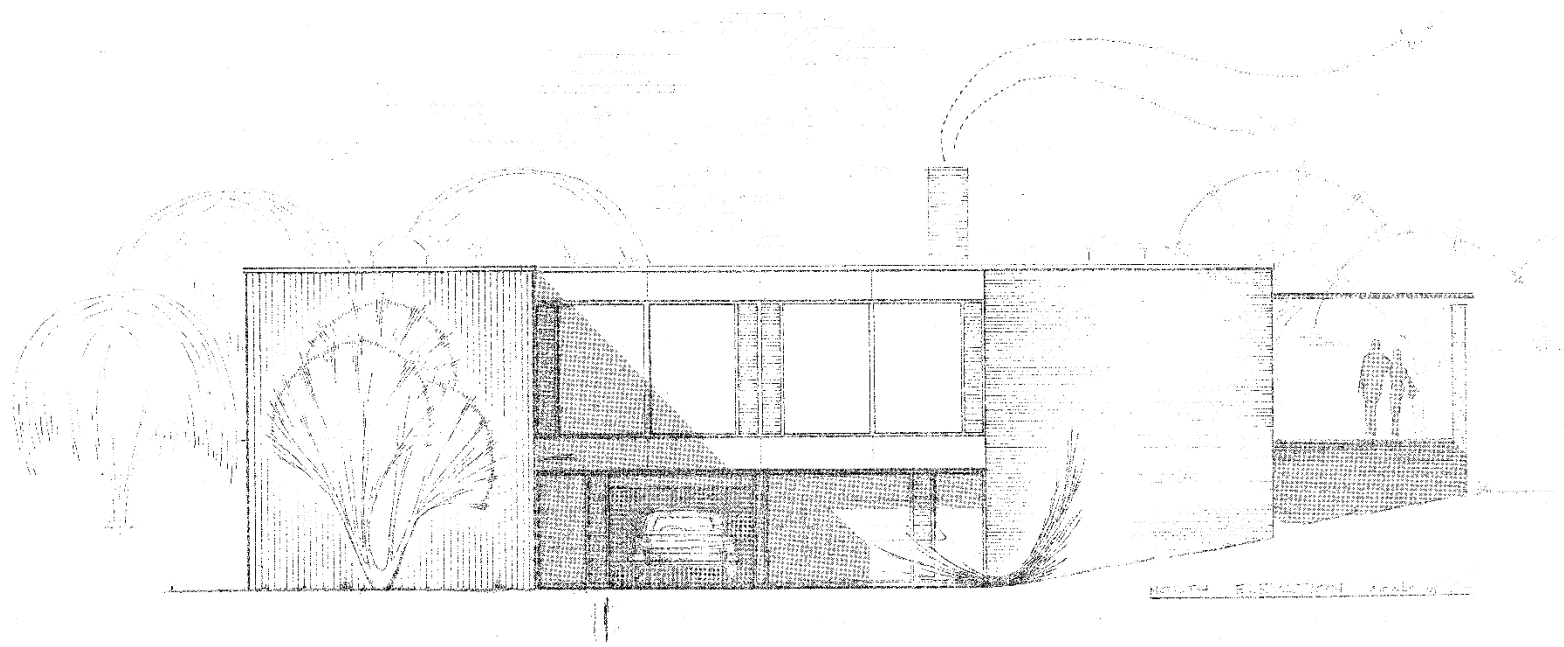
"Why do we want to give opera to children?" she was asked in a June 18, 1998 Lake Geneva Regional News story. "Because opera has everything. We all need creative escapes to keep our minds and souls and bodies intact, and this is one of those escapes."

The Floating Opera had a successful run for over two decades. Today, Dorothy Avedisian is in her 90s, and resides in Illinois. For years, her family summered in Lake Geneva. The Samuel Donian Wetlands Preserve, between West Main and Center streets, was donated for public use by her family and named for her father, who also escaped the Armenian genocide as a stowaway on a ship.

Editor's Note: Stories steeped in history are never reported alone. At The Lake wishes to thank the children of Armen and Dorothy Avedisian for helping us tell this story through their own memories, and with papers and artifacts held by the family. To learn more about the Armenian Genocide, which is still not acknowledged by the Turkish government as a genocide, visit armeniangenocidemuseum.org (<http://armeniangenocidemuseum.org>).



1970 Keck & Keck Addition



North Elevation – 1958 Design / 1970 Garage Addition

VILLAGE OF HINSDALE

ORDINANCE NO. _____

**AN ORDINANCE DESIGNATING 701 TAFT ROAD
AS A LOCAL LANDMARK – THE AVEDISIAN HOUSE–
CASE NO. HPC-07-2022**

WHEREAS, the Village of Hinsdale (“Village”) is authorized pursuant to Article 11, Division 48.2 of the Illinois Municipal Code (65 ILCS 5/11-48.2-1 *et seq.*), to enact ordinances for the purposes of protecting, preserving, enhancing, and regulating buildings, structures, objects, sites, and areas of historical, cultural, or architectural importance; and

WHEREAS, Title 14 of the Village Code of Hinsdale establishes a procedure by which such buildings, structures, objects, sites, and areas can be designated as landmarks and historic districts; and

WHEREAS, the Village received an application (the “Application”) seeking to have the single-family residence located at 701 Taft Road, Hinsdale, Illinois (the “Subject House”), designated as a landmark. The Application was filed by Carl and Cynthia Curry (collectively, the “Applicant”), the legal owners of the Subject House. The property on which the Subject House is located is legally described in **Exhibit A** attached hereto and made a part hereof; and

WHEREAS, pursuant to notice published and mailed in the manner required by the Village Code, the Hinsdale Historic Preservation Commission (the “Commission”) conducted a public hearing on December 7, 2022, to consider the Application; and

WHEREAS, the Commission, after considering all of the testimony and evidence presented at the public hearing, recommended approval of the requested landmark designation on a vote of six (6) in favor and zero (0) opposed; and

WHEREAS, the Commission has filed its report of Findings and Recommendation regarding the landmark designation in Case No. HPC-07-2022, a copy of which is attached hereto as **Exhibit B** and made a part hereof; and

WHEREAS, the President and Board of Trustees of the Village of Hinsdale have reviewed and duly considered the Application, the Findings and Recommendation of the Commission, and all of the materials, facts and circumstances related to the Application, and have determined that the Application satisfies the standards set forth in Section 14-3-1 of the Village Code.

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

SECTION 1: Recitals. The foregoing recitals are incorporated into this Ordinance by this reference as findings of the President and Board of Trustees.

SECTION 2: Adoption of Findings and Recommendation. The President and Board of Trustees of the Village of Hinsdale approve and adopt the Findings and Recommendation of the Commission, a copy of which is attached hereto as **Exhibit B** and made a part hereof, and incorporate such findings and recommendation herein by reference as if fully set forth herein.

SECTION 3: Designation as a Local Landmark. The nomination of the Subject House as a local landmark is hereby approved and the Subject House is hereby designated as a local landmark. The Subject House shall hereafter be subject to the requirements of Title 14 of the Village Code, as amended from time to time.

SECTION 4: Notice to Owner of Record and Building Commissioner. The Village Clerk is directed to send notice of the local landmark designation of the Subject House to the Applicant, as owner of record, and to the Village Building Commissioner, which notice shall include a copy of this Ordinance.

SECTION 5: Not Applicable to Other Buildings. The local landmark designation approved by this Ordinance applies only to the Subject House and does not apply to any other building on the property at 701 Taft Road.

SECTION 6: Recordation. The Village Clerk is directed to cause a copy of this Ordinance be recorded promptly in the office of the Cook County Recorder of Deeds.

SECTION 7: Severability and Repeal of Inconsistent Ordinances. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance, and all ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

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

PASSED this ____ day of _____ 2022.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this ____ day of _____ 2022 and attested by the Village Clerk this same day.

Thomas K. Cauley, Jr., Village President

ATTEST:

Andrianna Peterson, Acting Village Clerk

EXHIBIT A

LEGAL DESCRIPTION

LOT 1 IN BLOCK 5 IN "THE WOODLANDS" HINSDALE, ILLINOIS, BEING A SUBDIVISION OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THE WEST 1312.4 FEET OF THE NORTH 718.2 OF SAID SOUTHWEST $\frac{1}{4}$, IN COOK COUNTY, ILLINOIS.

P.I.N.: 18-07-305-001-0000

Commonly Known As: 701 Taft Road, Hinsdale, Illinois.

EXHIBIT B

FINDINGS AND RECOMMENDATION

(ATTACHED)

**FINDINGS OF FACT AND RECOMMENDATION
OF THE HINSDALE HISTORIC PRESERVATION COMMISSION (HPC)
TO THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES**

APPLICATION: Case HPC-07-2022 – 701 Taft Road – Application for Local Landmark Designation

PROPERTY: 701 Taft Road, Hinsdale, IL (PIN: 18-07-305-001-0000)

APPLICANT: Carl and Cynthia Curry (the “Applicants”)

REQUEST: Local Landmark Designation

HISTORIC PRESERVATION COMMISSION (HPC) REVIEW: December 7, 2022

BOARD OF TRUSTEES 1ST READING: January 3, 2023

SUMMARY OF REQUEST: The Village of Hinsdale has received an application from Carl and Cynthia Curry, the property owners of 701 Taft Road, requesting approval of Local Landmark Designation for the single-family home located at 701 Taft Road. The property is located in the R-1 Single Family Residential District and is surrounded by single-family homes to the north, east, south and west in the R-1 Single Family Residential District.

Built in 1958-1959, the house was designed by architects George Fred Keck and William Keck, who are well-known for their passive solar house design and mid-century modern homes constructed throughout the Midwest. The Keck brothers gained recognition for the House of Tomorrow in 1933 and the Crystal House in 1934 at the Century of Progress Exhibition in Chicago. The house is the only known home designed by Keck and Keck in the Village of Hinsdale.

The house features noteworthy architectural details representing Keck and Keck’s passive solar design. The exterior of the building includes large Thermopane windows, aluminum louvered vents, a flat roof, light colored brick in an English Bond pattern, cedar siding, and a covered front entryway with decorative breeze blocks.

In 1970, the house was remodeled by plans by designed by Keck and Keck. As part of this renovation, the original garage was converted into a studio space and a new attached garage was constructed off the northeast corner of the structure. The house was recently purchased by the Currys, who have completed an extensive renovation project to restore and preserve the house. The original blueprints called for a rooftop deck above the attached garage and spiral staircase between the lower level and the first floor, which were never constructed. As part of this project, the new owners have constructed the rooftop deck and spiral staircase to match the original design by Keck and Keck.

Keck and Keck designed the house for Armen and Dorothy Avedisian. Armen Avedisian, a first generation Armenian-American, was appointed by President Ronald Regan to chair to the commission in charge of the restoration of the Statue of Liberty and Ellis Island. He also owned successful quarry and road construction companies in Illinois, as well as a bank in Lake Geneva Wisconsin. Dorothy Donian Avedisian was a classically trained opera singer and fine artist that helped raised funds to bring musical arts to Lake Geneva art schools. She was one of the co-founders of the Lake Geneva Floating Opera, an annual event that took place for several decades aboard The Lady of the Lake to raise funds for area children to access touring opera companies. The Avedisians were also major benefactors of the Lyric Opera in Chicago.

PUBLIC HEARING SUMMARY: A public hearing was held on Wednesday, December 7, 2022, in Memorial Hall, in the Memorial Building, 19 East Chicago Avenue, Hinsdale, Illinois, pursuant to a notice published in *The Hinsdalean* on November 8, 2022. The public hearing notice and transcript are attached.

At the public hearing held on December 7, 2022, Carl and Cynthia Curry, the owners of 701 Taft Street, provided an overview of the house and answered questions from the Historic Preservation Commission. No members of the public provided comments at the public hearing.

Mr. Curry stated they have spent over the last year restoring the house and put a lot of effort into retaining the original architectural features. Significant Improvements were made to the backyard, which was challenging due to grading, and the landscaping was designed to align and be compatible with a Keck and Keck design.

Chairman Bohnen stated the project turned out very well. Chairman Bohnen stated the Commission likes to commemorate important houses, but understands that there are areas where the house needed to be modernized to be made able to be lived in for future owners and recognized that the homeowners took that into account during their project.

Mr. Curry stated that the Village worked with them on code requirements, particularly with the louvered windows. None of the existing windows actually open or provide egress to the outside of the house, which created challenges for the restoration.

Chairman Bohnen asked if the renovation project is now complete and how long it took. Mr. Curry stated they have finally completed the project and it took a little over a year and a half. Mr. Curry noted that after they completed all of the house renovations, it took another three and half months to complete the landscaping, which entailed a lot of re-grading and removing dirt from the site. Ms. Curry then noted that they spent a long time restoring the louvered windows.

Chairman Bohnen asked if they plan to pursue other restoration projects. The Currys noted that this was their sixth house.

Commissioner Braden stated she toured the house during an event held with Homecrafters. Her family owned a home in California designed by Joseph Eichler, another well-known mid-century modern architect. Commissioner Braden noted there were a lot of similarities in these homes and loved seeing their home.

Ms. Curry noted they added two additional items to the home, which were referenced in the packet. The Currys added a spiral staircase and deck above the attached garage, which were both planned for the property by Keck and Keck, but were not constructed. The only other changes were to add rooftop solar panels and sliding glass doors on the rear of the house that connect to the backyard.

Commissioner Haarlow stated he grew up nearby this house and it is great to see the house restored as it was not maintained in more recent years. He asked about the existing brick wall on the south side of the property, which appeared to be partly located on the adjacent lot to the south (707 Taft Road). Ms. Curry confirmed it is split between the two properties. They had been working closely with Bill McNaughton, the builder of the property who recently demolished the former home on the lot, to maintain the wall. The builder guaranteed them that the wall will stay even with the new construction of a home. There was a discussion on if the wall would be preserved by future property owners. It was unclear about the history of the wall and there was a discussion on the previous owners of the lot next door. Commissioner Haarlow hoped that the landmark designation would help preserve the brick wall.

The Commission then proceeded to review the criteria set forth in Section 14-3-1 of the Village Code that shall be considered with a nomination for landmark designation, which are summarized in detail in the “Findings” section below.

Ms. Salmon read the criteria selected for the landmark designation. The Commission requested that an additional criteria be selected for the landmark designation under Section 14-3-1(C)(2) for Historic Significance, noting that the structure has a strong association with the life or activities of a person or persons who has significantly contributed to or participated in the historic events of the United States, the State, or the Village.

In recommending approval of the Landmark Designation, the Historic Preservation Commission determined that one or more of the criteria set forth in Section 14-3-1 have been met. No members of the public provided comment at the meeting. Staff did not receive comments from members of the public prior to the meeting.

A motion to recommend approval of the application for Landmark Designation for Case HPC-07-2022 – 701 Road was made by Commissioner Braden and seconded by Commissioner Weinberger. The vote carried by a roll call vote of 6-0 as follows:

AYES:	Commissioners Barclay, Braden, Haarlow, Prisby, Weinberger, and Chairman Bohnen
NAYS:	None
ABSTAIN:	None
ABSENT:	Commissioner Gonzalez

FINDINGS: In recommending approval of Landmark Designation, the Historic Preservation Commission determined that several criteria set forth in Section 14-3-1 of Title 14 of the Village Code have been met. The following are the summary of Findings of the Historic Preservation Commission and information from the application submitted for consideration, with reference to the significant features in the exterior architectural appearance that should be protected and preserved:

A. General Considerations:

1. *The structure, building, site, or area has significant character, interest, or value as part of the historic, aesthetic, or architectural characteristics of the Village, the State, or the United States.* The Commission found this criteria to be met. The house contains historic and architectural integrity containing mid-century architectural characteristics and a passive solar house design and represents the works of well-known architects George Fred Keck and William Keck. This is the only house in Hinsdale that is known to be designed by Keck and Keck.
2. *The structure, building, site, or area is closely identified with a person or persons who significantly contributed to the development of the Village, the State, or the United States.* The Commission found this criteria to be met. The house was designed by George Fred Keck and William Keck, architect brothers that are well-known for their mid-century architectural characteristics and a passive solar house design. The Keck brothers gained recognition for the House of Tomorrow in 1933 and the Crystal House in 1934 at the Century of Progress Exhibition in Chicago.

3. *The structure, building, site, or area involves the notable efforts of, or is the only known example of work by, a master builder, designer, architect, architectural firm, or artist whose individual accomplishment has influenced the development of the Village, the State, or the United States.* The Commission found this criteria to be met. 701 Taft Road is a notable example of a house originally designed and later remodeled by Keck and Keck. This is the only house in Hinsdale that is known to be designed by Keck and Keck.
4. *The unique location or singular physical characteristics of the structure, building, site, or area make it an established or familiar visual feature.* The Commission found this criteria to be met. The house features noteworthy architectural details representing Keck and Keck's passive solar design. The exterior of the building includes large Thermopane windows, aluminum louvered vents, a flat roof, light colored brick in an English Bond pattern, cedar siding, and a covered front entryway with decorative breeze blocks.
5. *The activities associated with a structure, building, site, or area make it a current or former focal point of reference in the Village.* The applicant did not check this criteria. The Commission did not find this criteria to be met and is not applicable to this case.
6. *The structure or building is of a type or is associated with a use once common but now rare, or is a particularly fine or unique example of a utilitarian structure and possesses a high level of integrity or architectural significance.* The Commission found this criteria to be met. The house is the only known Keck and Keck designed home in Hinsdale, is a unique example of a utilitarian structure and possesses a high level of integrity or architectural significance.

B. Architectural Significance:

1. *The structure, building, site, or area represents certain distinguishing characteristics of architecture inherently valuable for the study of a time period, type of property, method of construction, or use of indigenous materials.* The Commission found this criteria to be met. The house features noteworthy architectural details representing Keck and Keck's passive solar design. The exterior of the building includes large Thermopane windows, aluminum louvered vents, a flat roof, light colored brick in an English Bond pattern, cedar siding, and a covered front entryway with decorative breeze blocks.
2. *The structure, building, site, or area embodies elements of design, detail, material, or craftsmanship of exceptional quality.* The Commission found this criteria to be met. The mid-century modern architectural features are of exceptional quality and represent elements of passive solar design by Keck and Keck.
3. *The structure, building, site, or area exemplifies or is one of the few remaining examples of a particular architectural style in terms of detail, material, and workmanship which has resulted in little or no alteration to its original construction.* The Commission found this criteria to be met. The house is the only known Keck and Keck designed home in Hinsdale and exemplifies the mid-century modern architectural style. The house has retained many of its original features from when it was originally constructed in 1958-1959. In 1970, Keck and Keck designed plans to remodel the house, which included converting the original garage into a studio space and constructing new attached garage was constructed off the northeast corner of the structure. These features have also been preserved.

The current owners, Carl and Cynthia Curry, have completed an extensive renovation project to restore and preserve the house. The Currys spent more than a year restoring the house and preserving the original architectural features, including the louvered windows. The original blueprints called for a rooftop deck above the attached garage and spiral staircase between the lower level and the first floor, which were never constructed. As part of this project, the new owners have constructed the rooftop deck and spiral staircase to match the original design by Keck and Keck.

4. *The structure, building, site, or area is, or is part of, a contiguous grouping that has a sense of cohesiveness expressed through a similarity of style characteristics, time period, type of property, method of construction, or use of indigenous materials and accents the architectural significance of an area.* The Commission found this criteria to be met.

C. Historic Significance:

1. *The structure, building, site, or area is an exceptional example of an historic or vernacular style, or is one of the few such remaining properties of its kind in the Village.* The Commission found this criteria to be met. Built in 1958-1959 and later remodeled in 1970, the house has several architectural elements that point to Keck and Keck's passive solar design and mid-century architectural style. The house is known to be the only example of a Keck and Keck designed house in the Village.
2. *The structure, building, site, or area has a strong association with the life or activities of a person or persons who has significantly contributed to or participated in the historic events of the United States, the State, or the Village.* The applicant did not check this criteria, but the Commission determined that the house should also be considered historically significant based on the original owners. Keck and Keck designed the house for Armen and Dorothy Avedisian. Armen Avedisian, a first generation Armenian-American, was appointed by President Ronald Regan to chair to the commission in charge of the restoration of the Statue of Liberty and Ellis Island. He also owned successful quarry and road construction companies in Illinois, as well as a bank in Lake Geneva Wisconsin. Dorothy Donian Avedisian was a classically trained opera singer and fine artist that helped raised funds to bring musical arts to Lake Geneva art schools. She was one of the co-founders of the Lake Geneva Floating Opera, an annual event that took place for several decades aboard The Lady of the Lake to raise funds for area children to access touring opera companies. The Avedisians were also major benefactors of the Lyric Opera in Chicago. The Commission found this criteria to be met.
3. *The structure, building, site, or area is associated with an organization or group, whether formal or informal, from which persons have significantly contributed to or participated in the historic events of the United States, the State, or the Village.* The Commission did not find this criteria to be met and is not applicable to this case.
4. *The structure, building, site, or area is associated with a notable historic event.* The Commission did not find this criteria to be met and is not applicable to this case.
5. *The structure, building, site, or area is associated with an antiquated use due to technological or social advances.* The Commission did not find this criteria to be met and is not applicable to this case.
6. *The structure, building, site, or area is a monument to, or a cemetery of, an historic person or persons.* The Commission did not find this criteria to be met and is not applicable to this case.

RECOMMENDATION: Based on the findings set forth above, the Village of Hinsdale Historic Preservation Plan Commission, by a vote of six (6) ayes and zero (0) nays, with one (1) absent, recommended to the President and Board of Trustees approval of Case HPC-07-2022 – 701 Taft Road – Application for Local Landmark Designation.

Signed: _____
John Bohnen, Chair
Historic Preservation Commission
Village of Hinsdale

Date: _____

STATE OF ILLINOIS)
)
COUNTY OF DU PAGE) SS:

BEFORE THE VILLAGE OF HINSDALE
HISTORIC PRESERVATION COMMISSION

IN THE MATTER OF:

HPC-07-2022,
701 Taft Road
Local Landmark
Designation.

REPORT OF PROCEEDINGS had and testimony
taken at the Public Hearing of the above-
entitled matter before the Hinsdale Historic
Preservation Commission, on the 7th day of
December, 2022, at 6:30 p.m.

BOARD MEMBERS PRESENT:

MR. JOHN BOHNEN, Chairman;
MS. SARAH BARCLAY, Member;
MS. ALEXIS BRADEN, Member;
MR. BILL HAARLOW, Member;
MS. SHANNON WEINBERGER, Member; and
MR. JIM PRISBY, Member.

<p style="text-align: right;">2</p> <p>1 ALSO PRESENT:</p> <p>2 MS. BETHANY SALMON, Village Planner;</p> <p>3 MR. CARL CURRY, Applicant;</p> <p>4 MS. CYNTHIA CURRY, Applicant.</p> <hr/> <p>5</p> <p>6 CHAIRMAN BOHNEN: We are going to have</p> <p>7 two public hearings tonight, and so I ask</p> <p>8 anybody that's going to speak to these subjects,</p> <p>9 please stand now and be sworn in.</p> <p>10 (Oath administered en masse.)</p> <p>11 CHAIRMAN BOHNEN: The first case is</p> <p>12 HPC-07-2022, 701 Taft Road, the application for</p> <p>13 a local landmark designation, the Currys.</p> <p>14 Would you like to step forward and</p> <p>15 give us a little synopsis of your journey with</p> <p>16 this.</p> <p>17 MR. CURRY: Thank you. We are here</p> <p>18 tonight to hopefully get your support in terms</p> <p>19 of historic recognition status. It's been a</p> <p>20 little over a year and a half trying to restore</p> <p>21 this Keck home on Taft Road in Hinsdale and I</p> <p>22 think we were fortunate that it came upon us as</p>	<p style="text-align: right;">4</p> <p>1 that piece of property with that house became a</p> <p>2 large effort for us as well.</p> <p>3 So I would say between completing</p> <p>4 the house and the property, we spent a great</p> <p>5 deal of time digging through that and I think we</p> <p>6 accomplished that, so I think those were kind of</p> <p>7 some of the key design elements of what we tried</p> <p>8 to achieve.</p> <p>9 CHAIRMAN BOHNEN: It turned out very</p> <p>10 well.</p> <p>11 MR. CURRY: Well, thank you.</p> <p>12 CHAIRMAN BOHNEN: I have to compliment</p> <p>13 you. I mean the whole theory we love the idea</p> <p>14 of commemorating important houses, but we also</p> <p>15 know that people have to live in those houses so</p> <p>16 it's important in your endeavor that you were</p> <p>17 conscience of some of the things that had to be</p> <p>18 modified and so that a new owner comes along and</p> <p>19 they will enjoy living in a house like that.</p> <p>20 MR. CURRY: We appreciate the village</p> <p>21 gave us special dispensation because all of the</p> <p>22 windows, none of them actually provide egress</p>
<p style="text-align: right;">3</p> <p>1 a result of a friendship my wife had with the</p> <p>2 previous owner but I'm not sure we quite</p> <p>3 understood to do it correctly and keep it in</p> <p>4 complete historical context with what the</p> <p>5 architect probably had in mind when he built it</p> <p>6 and what it requires today in terms of living in</p> <p>7 it, really requires a lot of thought, a lot of</p> <p>8 work and a lot of effort.</p> <p>9 I think, as we look back now in</p> <p>10 hindsight, now that the project has been</p> <p>11 completed, we feel good because most people feel</p> <p>12 that we have accomplished that and that was</p> <p>13 probably the goal.</p> <p>14 And then the other part of the</p> <p>15 house, which was really important to us, was the</p> <p>16 landscaping because it sits on a very unusual</p> <p>17 lot because it bends around in that area and</p> <p>18 it's got a very small backyard and it's got a</p> <p>19 lot of height changes as a result of that. So</p> <p>20 to do the landscaping correctly, but also do</p> <p>21 that consistent probably with what someone like</p> <p>22 Keck and Keck would have liked and wanted on</p>	<p style="text-align: right;">5</p> <p>1 out to the outside. None of them open. They</p> <p>2 just have these louvers associated with them and</p> <p>3 then the village was kind enough actually to say</p> <p>4 they thought of it of being historical</p> <p>5 significance they didn't want that changed so</p> <p>6 that is an element that probably by today's</p> <p>7 standard you wouldn't find.</p> <p>8 CHAIRMAN BOHNEN: So the project is</p> <p>9 completed?</p> <p>10 MR. CURRY: Yes.</p> <p>11 CHAIRMAN BOHNEN: You've exhaled?</p> <p>12 MR. CURRY: That's right.</p> <p>13 CHAIRMAN BOHNEN: How long did it take</p> <p>14 you?</p> <p>15 MR. CURRY: I think it was about a year</p> <p>16 and eight months in total because I'm trying</p> <p>17 think about that.</p> <p>18 MS. CURRY: About a year and a half.</p> <p>19 MR. CURRY: Yes, somewhere in that</p> <p>20 range. But I think what was kind of surprising</p> <p>21 even when we finished the house up, we actually</p> <p>22 probably spent another three, three and a half</p>

<p style="text-align: center;">6</p> <p>1 months on the landscaping, wouldn't you say?</p> <p>2 MS. CURRY: Yes, I would.</p> <p>3 MR. CURRY: And it couldn't really be</p> <p>4 done concurrently because of the amount of</p> <p>5 regrading that was going on and the work that</p> <p>6 was associated with that so we couldn't kind of</p> <p>7 work those in tandem.</p> <p>8 We ended up taking out about 40</p> <p>9 truckloads of dirt from that site because it had</p> <p>10 gotten so over-sod -- overdriven, or whatever</p> <p>11 the right word is, over time, that lost</p> <p>12 completely the look of what the house and how it</p> <p>13 should sit on the property so that ended up</p> <p>14 being a really key element in terms of starting</p> <p>15 the whole landscape process, so we have taken a</p> <p>16 deep breath.</p> <p>17 MS. CURRY: And then, of course, you</p> <p>18 uncover things, like the louvers, which the Keck</p> <p>19 brothers are so well known for, had to come out</p> <p>20 and find the right party that could fix them,</p> <p>21 whatever needed to be fixed and put them back in</p> <p>22 again, so it really was a labor of love.</p>	<p style="text-align: center;">8</p> <p>1 will see it in your packet, the staircase, the</p> <p>2 circular staircase was planned for the property</p> <p>3 as well as the deck above the garage. The</p> <p>4 garage of course became her studio and then they</p> <p>5 added the new garage, we added those two</p> <p>6 features, per what the Kecks would have wanted.</p> <p>7 And then the only thing we really</p> <p>8 did to change things was that the sliding glass</p> <p>9 door to the big patio as well as the solar</p> <p>10 panels. We added solar panels to it so it's a</p> <p>11 very smart house.</p> <p>12 MR. HAARLOW: May I ask you about the</p> <p>13 wall on the south end of the property.</p> <p>14 As I recall -- so I grew up a</p> <p>15 couple houses south of your home and at the time</p> <p>16 it was owned by the Avedisions, so I think may</p> <p>17 have been the original owners.</p> <p>18 MS. CURRY: Yes, they were.</p> <p>19 MR. HAARLOW: So it's great to see it</p> <p>20 restored because it certainly was not maintained</p> <p>21 in more recent years and that is very</p> <p>22 challenging all the erosion and everything along</p>
<p style="text-align: center;">7</p> <p>1 MR. CURRY: Yes.</p> <p>2 CHAIRMAN BOHNEN: If I may ask, is this</p> <p>3 a hobby that you intend to continue pursuing?</p> <p>4 MS. CURRY: This was house Number 6 for</p> <p>5 us.</p> <p>6 MR. CURRY: Cynthia would say yes. I</p> <p>7 would probably say we have had enough right now.</p> <p>8 Give us a little time.</p> <p>9 MS. BRADEN: I toured the home at your</p> <p>10 event that you hosted with home crafters; it was</p> <p>11 lovely.</p> <p>12 My family owned an Eichler in</p> <p>13 California. Joseph Eichler is a very renowned</p> <p>14 mid-century architect at the time and spending</p> <p>15 time at my family Eichler and then in your Keck</p> <p>16 and Keck, there were a lot of similarities and I</p> <p>17 love seeing it.</p> <p>18 MS. CURRY: Thank you. We love our</p> <p>19 current home but being in the Keck, it's a</p> <p>20 wonderful home. We are hoping the right person,</p> <p>21 maybe our kids will be the ones moving into it.</p> <p>22 We did add the two things, and you</p>	<p style="text-align: center;">9</p> <p>1 as Taft bends down, so kudos. Kudos. Thank</p> <p>2 you.</p> <p>3 That wall to the south appears to</p> <p>4 almost be a common wall with the property to the</p> <p>5 south of you and your side if faced with your</p> <p>6 brick and the south side of the wall is faced</p> <p>7 with the brick of the home to the south.</p> <p>8 MS. CURRY: Yes.</p> <p>9 MR. HAARLOW: In terms of a landmark</p> <p>10 designation, is that wall actually on your</p> <p>11 property, their property, is it split down the</p> <p>12 middle, do you know?</p> <p>13 MR. CURRY: I think when we talked with</p> <p>14 the developer of that home.</p> <p>15 MS. CURRY: We have been working pretty</p> <p>16 close with -- once we bought the house and</p> <p>17 realized checking on the wall, it's a little bit</p> <p>18 on ours and a little bit on their's and we were</p> <p>19 concerned because we like the division and we do</p> <p>20 not want to lose our portion of the wall because</p> <p>21 we like it.</p> <p>22 Bill McNaughton is the builder</p>

<p style="text-align: center;">10</p> <p>1 there, it's gone through a couple of different 2 owners. The current owner who's had it for a 3 bit now. We actually tried to buy it to see if 4 we could save that one too because we knew 5 someone who wanted to do it but they were going 6 to take it down. He guaranteed us that the wall 7 will stay, that whoever the current owners are, 8 which is kept very secret for some reason, so 9 we've made that pretty clear and we have been 10 working closely with them. I don't know if that 11 would impair anything we are doing today to make 12 this a historic because we have that shared 13 wall. Is that an issue?</p> <p>14 CHAIRMAN BOHNEN: I don't think it is. 15 The only thing we would caution you would be 16 you're attempting to sell the home or if you're 17 family doesn't move into it, the issues with 18 those kind of walls can be very, very sticky 19 things if they are not commemorated because on 20 your plat of survey you would not contain the 21 whole wall as I understand.</p> <p>22 MR. CURRY: That's right.</p>	<p style="text-align: center;">12</p> <p>1 into the closing of the transaction. Probably 2 be a good idea to memorialize that in some form 3 and get an easement perhaps.</p> <p>4 MR. CURRY: Yes. Thank you.</p> <p>5 MR. HAARLOW: I would think it would be 6 important and with the landmark designation that 7 would provide an additional, I think, degree of 8 security that that common wall would stay. So 9 rather than seeing it as a problem, I view it as 10 potentially a benefit in terms of the landmark 11 designation.</p> <p>12 MS. CURRY: Glad you see it that way.</p> <p>13 MR. CURRY: Well -- and what is 14 important if you think about the wall that that 15 juts into that leads into the backyard, that 16 wall, believe it or not, that's probably about 17 20 feet in height. It's an extremely high wall 18 and I think the architect did that very 19 intentionally in terms of trying to bring 20 attention to what that corner was going to look 21 like and how the house ran into that so if you 22 were to lose that, I think you lose an important</p>
<p style="text-align: center;">11</p> <p>1 MS. CURRY: We don't know the history 2 of it. We tried to find out of when that house 3 was built.</p> <p>4 CHAIRMAN BOHNEN: That was Manns' 5 house?</p> <p>6 MS. BRADEN: No, it wasn't Manns, the 7 one behind it.</p> <p>8 MS. CURRY: I know (inaudible) moved 9 into it.</p> <p>10 MS. BRADEN: This was the Tudor that 11 just came down a couple of weeks ago.</p> <p>12 MR. HAARLOW: That house was the 13 Wilsons. They lived there for decades and 14 decades.</p> <p>15 MR. CURRY: So I think it's a really 16 good question. Because I think that we have 17 this agreement with the developer if they want 18 to retain their side of the wall and maintain it 19 but for historic purposes, it's a good question 20 in terms of --</p> <p>21 CHAIRMAN BOHNEN: All the best thoughts 22 of the developer don't necessarily translate</p>	<p style="text-align: center;">13</p> <p>1 part of the architecture there.</p> <p>2 MR. HAARLOW: Well, it connects to the 3 wing wall that runs off the actual structure, 4 doesn't it?</p> <p>5 MS. CURRY: It does. And it's 6 interesting you say that because there must have 7 been collaboration at one point because there is 8 a limestone that continues down so the owners of 9 the addition as well as the Wilsons must have 10 thought it's a good idea.</p> <p>11 CHAIRMAN BOHNEN: Well, again, 12 forewarned, forearmed. I have seen similar 13 situations and they can be remedied but it's 14 better to handle it in the front.</p> <p>15 Now, Bethany, so as we understand 16 it, we have not had an application for 17 landmarking before us in many years.</p> <p>18 MS. SALMON: So the last landmark 19 designations we had were in 2017 and then we had 20 two this year including this one.</p> <p>21 CHAIRMAN BOHNEN: What we do at this 22 point is formulate a report.</p>

<p style="text-align: center;">14</p> <p>1 MS. SALMON: Correct. So the next</p> <p>2 steps would be we review it tonight and we want</p> <p>3 to make sure the historic preservation</p> <p>4 commission agrees that it meets the standards</p> <p>5 for the criteria for approval, which if you look</p> <p>6 at their application packet, they've highlighted</p> <p>7 the ones that they think they meet based on the</p> <p>8 material included in here, you would affirm that</p> <p>9 tonight, and then we would go right to findings</p> <p>10 report, which would come back for formal review</p> <p>11 at the next meeting. The applicants don't need</p> <p>12 to attend that meeting. It's more of a</p> <p>13 procedural item. And then we forward this to</p> <p>14 the village board for official approval.</p> <p>15 MS. BRADEN: Could you read off the</p> <p>16 criteria. Much of what we did for the Frank</p> <p>17 Lloyd Wright a couple of months ago. It's</p> <p>18 helpful in reading the synopsis, I think we</p> <p>19 already checked some boxes off.</p> <p>20 MS. SALMON: So according to -- this is</p> <p>21 the criteria listed in Chapter 3 Title 14, so</p> <p>22 Section 14-3-1. It is the applicants'</p>	<p style="text-align: center;">16</p> <p>1 once common but not rare, and is a particularly</p> <p>2 fine or unique example of a utilitarian structure,</p> <p>3 and possesses a high level of integrity or</p> <p>4 architectural significance.</p> <p>5 So those were the general</p> <p>6 requirements.</p> <p>7 MS. BRADEN: What about (inaudible) --</p> <p>8 MS. SALMON: Yes. And then there's two</p> <p>9 more criteria sections. There's architectural</p> <p>10 criteria and then historical significance. So</p> <p>11 all four of the architectural criteria are</p> <p>12 checked here. I can read those as well.</p> <p>13 The proposed landmark represents</p> <p>14 certain distinguishing characteristics of</p> <p>15 architecture inherently valuable for the study</p> <p>16 of a time period, type of property, method of</p> <p>17 construction, or use of materials.</p> <p>18 Embodies elements of design,</p> <p>19 detail, material, or craftsmanship of</p> <p>20 exceptional quality.</p> <p>21 Exemplifies or is one of the few</p> <p>22 remaining examples of a particular architectural</p>
<p style="text-align: center;">15</p> <p>1 understanding that they are meeting the criteria</p> <p>2 that the proposed landmark has significant</p> <p>3 character, interest, or value as part of the</p> <p>4 historic aesthetic or architectural heritage of</p> <p>5 the village, the state of Illinois or the United</p> <p>6 States.</p> <p>7 It's closely identified with a</p> <p>8 person or persons who significantly contributed</p> <p>9 to the development of the village, the state of</p> <p>10 Illinois or the United States.</p> <p>11 Represents notable efforts of, or</p> <p>12 is the only known example of work by a master</p> <p>13 builder, designer, architect, architectural</p> <p>14 firm, or artist and individual accomplishment</p> <p>15 has influenced the development of the village,</p> <p>16 the state of Illinois or the United States.</p> <p>17 It is an established or familiar</p> <p>18 visual feature due to its unique location or its</p> <p>19 singular physical characteristics.</p> <p>20 I'll skip the ones that aren't</p> <p>21 checked here.</p> <p>22 Is a type or associated with a use</p>	<p style="text-align: center;">17</p> <p>1 style in the terms of detail, material, and</p> <p>2 workmanship which has resulted in little or no</p> <p>3 alteration to its original construction.</p> <p>4 Is, or is part of, a contiguous</p> <p>5 grouping that has a sense of cohesiveness</p> <p>6 expressed through a similarity of style, time</p> <p>7 period, type of property, method of</p> <p>8 construction, or use of materials.</p> <p>9 Does everyone agree with those?</p> <p>10 And then the last one that's been</p> <p>11 checked here is for historic significance, which</p> <p>12 is an exceptional example of an historic or</p> <p>13 vernacular style, or is one of the few such</p> <p>14 remaining properties of its kind in the village.</p> <p>15 And it's our understanding this is</p> <p>16 the only Keck and Keck home in the village of</p> <p>17 Hinsdale.</p> <p>18 MS. CURRY: Yes. Unless there's</p> <p>19 something not identified.</p> <p>20 MS. SALMON: Correct.</p> <p>21 MS. BRADEN: Now, Bethany, see bullet</p> <p>22 point Number 2. Has a strong association with</p>

<p style="text-align: right;">18</p> <p>1 the life or activities of a person or persons</p> <p>2 who has of have significantly contributed to or</p> <p>3 participated in the historic events of the</p> <p>4 United States, state of Illinois and so on.</p> <p>5 How can you interpret that?</p> <p>6 Because when I'm reading about the bio, which</p> <p>7 was so helpful, of both Mr. and Mrs. Avedisio,</p> <p>8 his work with the Statue of Liberty, Ellis</p> <p>9 Island, obviously, and then her work with Lyric</p> <p>10 Opera, Lake Geneva Opera, how -- how -- that</p> <p>11 that could be, I feel like, that could be</p> <p>12 interpreted in a couple of different ways. So</p> <p>13 if they lived in the home while they were doing</p> <p>14 all of this worthwhile work, wouldn't that be</p> <p>15 eligible? How do you read into that?</p> <p>16 MS. SALMON: So the commission can</p> <p>17 agree to add additional items here of a</p> <p>18 criteria. So if you think the two people that</p> <p>19 lived in the house -- I think we actually may</p> <p>20 have added a similar one for the Bagley home</p> <p>21 once we learned something about the Bagleys.</p> <p>22 MS. BRADEN: We did.</p>	<p style="text-align: right;">20</p> <p>1 for the village. We need more of these.</p> <p>2 CHAIRMAN BOHNEN: Truly do appreciate</p> <p>3 it.</p> <p>4 So we will, between now and our</p> <p>5 next meeting, we will sit down and write our</p> <p>6 report and bring the report to the next meeting,</p> <p>7 vote on it and then it passes to the board of</p> <p>8 trustees.</p> <p>9 MS. SALMON: Correct. In all cases for</p> <p>10 landmark designations, they get approved by the</p> <p>11 board and then an ordinance is actually recorded</p> <p>12 at the county. So this will be recorded in Cook</p> <p>13 county because that's where the house is</p> <p>14 located.</p> <p>15 MS. CURRY: May I just add one thing?</p> <p>16 Bethany, thank you.</p> <p>17 MS. SALMON: You're welcome.</p> <p>18 CHAIRMAN BOHNEN: That will close out</p> <p>19 hearing HPC-07-2022.</p> <p>20 And now we have a second hearing of</p> <p>21 the evening, HPC-08 --</p> <p>22 MS. SALMON: Chairman, do you want to</p>
<p style="text-align: right;">19</p> <p>1 MS. SALMON: So we can do the same</p> <p>2 thing here where if the commission agrees upon</p> <p>3 it, we can add that criteria to their landmark</p> <p>4 designation.</p> <p>5 MS. WEINBERGER: I actually had the</p> <p>6 same question. It's also under the A, general,</p> <p>7 it is checked off and it's closely identified</p> <p>8 with the person or persons who significantly</p> <p>9 contributed is already checked off there. I</p> <p>10 think it should be checked off under historic</p> <p>11 significance as well.</p> <p>12 MS. BRADEN: I agree.</p> <p>13 CHAIRMAN BOHNEN: Anybody else have any</p> <p>14 comments?</p> <p>15 (No response.)</p> <p>16 MS. WEINBERGER: Thank you. I know</p> <p>17 it's a lot of work.</p> <p>18 MR. CURRY: You're welcome.</p> <p>19 MS. CURRY: Thank you.</p> <p>20 MS. WEINBERGER: You've done such a</p> <p>21 wonderful job.</p> <p>22 MS. CURRY: It's a labor of love. It's</p>	<p style="text-align: right;">21</p> <p>1 vote on this still, add a vote.</p> <p>2 CHAIRMAN BOHNEN: You want a vote now?</p> <p>3 MS. SALMON: You want to vote now and</p> <p>4 then we will vote for the findings separately.</p> <p>5 And just in case, because we do</p> <p>6 have people in the audience, I don't know if</p> <p>7 there's anyone that would want to speak about</p> <p>8 this.</p> <p>9 CHAIRMAN BOHNEN: Is there anybody in</p> <p>10 the audience that cares to speak about the Keck</p> <p>11 and Keck?</p> <p>12 UNIDENTIFIED PERSON: Kudos. It's</p> <p>13 amazing you have brought it to life and made it</p> <p>14 liveable for a modern family.</p> <p>15 CHAIRMAN BOHNEN: Which is the best of</p> <p>16 both worlds.</p> <p>17 This is a home that's historic,</p> <p>18 it's being landmarked and it's not in our</p> <p>19 historic district. So for a lot of folks they</p> <p>20 often ask if they have an older home that is</p> <p>21 worthy of reconditioning but it's not in the</p> <p>22 historic district, is there a way for us to</p>

1 preserve it and have it acknowledged, and of
2 course there is. I have known Cynthia and Carl
3 for many, many years, very civic minded. We
4 applaud them for taking on this project. It
5 takes a village. Okay. Then we will open the
6 hearing again.

7 MS. SALMON: You should be voting on
8 that.

9 CHAIRMAN BOHNEN: So we will open the
10 hearing HPC-07-2022 in order to take a vote to
11 proceed further in getting our landmarking
12 procedure done.

13 MS. BRADEN: I move to approve
14 HPC-07-2022, 701 Taft Road for an application
15 for landmark, local landmarking designated
16 status. I move to continue our findings for the
17 45-day period to select the criteria that's
18 needed for the village and the state to move
19 forward.

20 Second?

21 MS. WEINBERGER: Second.

22 CHAIRMAN BOHNEN: Roll call vote I

1 believe you want.

2 MS. SALMON: Commissioner Barclay?

3 MS. BARCLAY: Aye.

4 MS. SALMON: Commissioner Weinberger?

5 MS. WEINBERGER: Aye.

6 MS. SALMON: Commissioner Braden?

7 MS. BRADEN: Aye.

8 MS. SALMON: Commissioner Haarlow?

9 MR. HAARLOW: Aye.

10 MS. SALMON: Commissioner Prisby?

11 MR. PRISBY: Aye.

12 MS. SALMON: Chairman Bohnen?

13 CHAIRMAN BOHNEN: Aye.

14 (WHICH, were all of the
15 proceedings had, evidence
16 offered or received in the
17 above entitled cause.)
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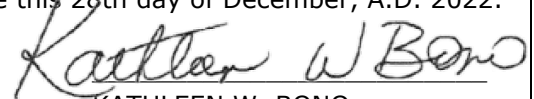
STATE OF ILLINOIS)

) ss:

COUNTY OF DU PAGE)

I, KATHLEEN W. BONO, Certified
Shorthand Reporter, Notary Public in and for the
County DuPage, State of Illinois, do hereby
certify that previous to the commencement of the
examination and testimony of the various
witnesses herein, they were duly sworn by me to
testify the truth in relation to the matters
pertaining hereto; that the testimony given by
said witnesses was reduced to writing by means
of shorthand and thereafter transcribed into
typewritten form; and that the foregoing is a
true, correct and complete transcript of my
shorthand notes so taken aforesaid.

IN TESTIMONY WHEREOF I have
hereunto set my hand and affix my electronic
signature this 28th day of December, A.D. 2022.



KATHLEEN W. BONO

C.S.R. No. 84-1423

Notary Public, DuPage County

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<p>2:19 reconditioning [1] - 21:21 recorded [2] - 20:11, 20:12 reduced [1] - 24:11 regrading [1] - 6:5 relation [1] - 24:9 remaining [2] - 16:22, 17:14 remedied [1] - 13:13 renowned [1] - 7:13 report [4] - 13:22, 14:10, 20:6 REPORT [1] - 1:9 Reporter [1] - 24:4 represents [2] - 15:11, 16:13 requirements [1] - 16:6 requires [2] - 3:6, 3:7 response [1] - 19:15 restore [1] - 2:20 restored [1] - 8:20 result [2] - 3:1, 3:19 resulted [1] - 17:2 retain [1] - 11:18 review [2] - 14:2, 14:10 Road [4] - 1:7, 2:12, 2:21, 22:14 roll [1] - 22:22 runs [1] - 13:3</p>	<p>set [1] - 24:17 SHANNON [1] - 1:20 shared [1] - 10:12 Shorthand [1] - 24:4 shorthand [2] - 24:12, 24:15 side [3] - 9:5, 9:6, 11:18 signature [1] - 24:18 significance [5] - 5:5, 16:4, 16:10, 17:11, 19:11 significant [1] - 15:2 significantly [3] - 15:8, 18:2, 19:8 similar [2] - 13:12, 18:20 similarities [1] - 7:16 similarity [1] - 17:6 singular [1] - 15:19 sit [2] - 6:13, 20:5 site [1] - 6:9 sits [1] - 3:16 situations [1] - 13:13 skip [1] - 15:20 sliding [1] - 8:8 small [1] - 3:18 smart [1] - 8:11 sod [1] - 6:10 solar [2] - 8:9, 8:10 someone [2] - 3:21, 10:5 somewhere [1] - 5:19 south [6] - 8:13, 8:15, 9:3, 9:5, 9:6, 9:7 speaks [1] - 21:10 special [1] - 4:21 spending [1] - 7:14 spent [2] - 4:4, 5:22 split [1] - 9:11 ss [1] - 24:1 SS [1] - 1:1 staircase [2] - 8:1, 8:2 stand [1] - 2:9 standard [1] - 5:7 standards [1] - 14:4 starting [1] - 6:14 STATE [2] - 1:1, 24:1 state [5] - 15:5, 15:9, 15:16, 18:4, 22:18 State [1] - 24:5 States [3] - 15:6, 15:10, 15:16 Statue [1] - 18:8 status [2] - 2:19, 22:16 stay [2] - 10:7, 12:8</p>	<p>step [1] - 2:14 steps [1] - 14:2 sticky [1] - 10:18 still [1] - 21:1 strong [1] - 17:22 structure [2] - 13:3, 16:2 studio [1] - 8:4 study [1] - 16:15 style [3] - 17:1, 17:6, 17:13 subjects [1] - 2:8 support [1] - 2:18 surprising [1] - 5:20 survey [1] - 10:20 sworn [2] - 2:9, 24:8 synopsis [2] - 2:15, 14:18</p> <p>T</p> <p>Taft [5] - 1:7, 2:12, 2:21, 9:1, 22:14 tandem [1] - 6:7 terms [8] - 2:18, 3:6, 6:14, 9:9, 11:20, 12:10, 12:19, 17:1 testify [1] - 24:9 testimony [3] - 1:9, 24:7, 24:10 TESTIMONY [1] - 24:16 THE [2] - 1:3, 1:5 their's [1] - 9:18 theory [1] - 4:13 thereafter [1] - 24:12 they've [1] - 14:6 thoughts [1] - 11:21 three [2] - 5:22 Title [1] - 14:21 today [2] - 3:6, 10:11 today's [1] - 5:6 tonight [4] - 2:7, 2:18, 14:2, 14:9 total [1] - 5:16 toured [1] - 7:9 transaction [1] - 12:1 transcribed [1] - 24:12 transcript [1] - 24:14 translate [1] - 11:22 tried [3] - 4:7, 10:3, 11:2 truckloads [1] - 6:9 true [1] - 24:14 truly [1] - 20:2 trustees [1] - 20:8 truth [1] - 24:9</p>	<p>trying [3] - 2:20, 5:16, 12:19 Tudor [1] - 11:10 turned [1] - 4:9 two [6] - 2:7, 7:22, 8:5, 13:20, 16:8, 18:18 type [3] - 15:22, 16:16, 17:7 typewritten [1] - 24:13</p> <p>U</p> <p>uncover [1] - 6:18 under [2] - 19:6, 19:10 understood [1] - 3:3 UNIDENTIFIED [1] - 21:12 unique [2] - 15:18, 16:2 United [4] - 15:5, 15:10, 15:16, 18:4 unless [1] - 17:18 unusual [1] - 3:16 up [4] - 5:21, 6:8, 6:13, 8:14 utilitarian [1] - 16:2</p> <p>V</p> <p>valuable [1] - 16:15 value [1] - 15:3 various [1] - 24:7 vernacular [1] - 17:13 view [1] - 12:9 village [11] - 4:20, 5:3, 14:14, 15:5, 15:9, 15:15, 17:14, 17:16, 20:1, 22:5, 22:18 VILLAGE [1] - 1:3 Village [1] - 2:2 visual [1] - 15:18 vote [8] - 20:7, 21:1, 21:2, 21:3, 21:4, 22:10, 22:22 voting [1] - 22:7</p> <p>W</p> <p>wall [16] - 8:13, 9:3, 9:4, 9:6, 9:10, 9:17, 9:20, 10:6, 10:13, 10:21, 11:18, 12:8, 12:14, 12:16, 12:17, 13:3</p>	<p>walls [1] - 10:18 ways [1] - 18:12 weeks [1] - 11:11 Weinberger [1] - 23:4 WEINBERGER [6] - 1:20, 19:5, 19:16, 19:20, 22:21, 23:5 welcome [2] - 19:18, 20:17 WHEREOF [1] - 24:16 WHICH [1] - 23:14 whole [3] - 4:13, 6:15, 10:21 wife [1] - 3:1 Wilsons [2] - 11:13, 13:9 windows [1] - 4:22 wing [1] - 13:3 witnesses [2] - 24:8, 24:11 wonderful [2] - 7:20, 19:21 word [1] - 6:11 workmanship [1] - 17:2 worlds [1] - 21:16 worthwhile [1] - 18:14 worthy [1] - 21:21 Wright [1] - 14:17 write [1] - 20:5 writing [1] - 24:11</p> <p>Y</p> <p>year [4] - 2:20, 5:15, 5:18, 13:20 years [3] - 8:21, 13:17, 22:3</p>
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STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Andrianna Peterson, Acting Clerk of the Village of Hinsdale, in the Counties of DuPage and Cook, State of Illinois, do hereby certify that the attached and foregoing is a true and correct copy of that certain Ordinance now on file in my Office, entitled:

ORDINANCE NO. _____

**AN ORDINANCE DESIGNATING 701 TAFT ROAD
AS A LOCAL LANDMARK – THE AVEDISIAN HOUSE–
CASE NO. HPC-07-2022**

which Ordinance was passed by the Board of Trustees of the Village of Hinsdale at a Regular Village Board Meeting on the ____ day of _____, 2022, at which meeting a quorum was present, and approved by the President of the Village of Hinsdale on the ____ day of _____, 2022.

I further certify that the vote on the question of the passage of said Ordinance by the Board of Trustees of the Village of Hinsdale was taken by Ayes and Nays and recorded in the minutes of the Board of Trustees of the Village of Hinsdale, and that the result of said vote was as follows, to-wit:

AYES: _____

NAYS: _____

ABSENT: _____

I do further certify that the original Ordinance, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Hinsdale, this ____ day of _____, 2022.

Village Clerk

[SEAL]

Community Development

AGENDA SECTION: First Reading - ZPS

SUBJECT: Consideration of a Request for Variations for Floor Area Ratio and Building Coverage - 714 S. Madison Street

MEETING DATE: January 3, 2023

FROM: Robert McGinnis, Director of Community Development/Building Commissioner

Recommended Motion

Approve an Ordinance Approving Variations for Property Located at 714 S. Madison Street, Hinsdale, Illinois – Wolff – Case Number V-05-22

Background

In this application for variation, the applicant requests relief from the Maximum Floor Area Ratio (FAR) limitations set forth in 3-110(E)(1) and the Maximum Building Coverage limitations set forth in 3-110(F)(1) in order to construct a detached two car garage. The specific request is for 22.56sf. of FAR relief and 152.75sf of Building Coverage relief.

Discussion & Recommendation

Following a public hearing held on September 21, 2022, the Zoning Board of Appeals of the Village of Hinsdale (“ZBA”) recommended approval of the Requested Variation on a vote of six (6) in favor and zero (0) opposed, with one (1) member absent.

Budget Impact

N/A

Village Board and/or Committee Action

Documents Attached

1. Draft Ordinance
2. Approved Findings of Fact and Recommendation
3. ZBA Application
4. Transcript

VILLAGE OF HINSDALE

ORDINANCE NO. _____

AN ORDINANCE APPROVING VARIATIONS FOR PROPERTY LOCATED AT 714 S. MADISON STREET, HINSDALE, ILLINOIS – WOLFF - CASE NUMBER V-05-22

WHEREAS, the Village of Hinsdale has received an application (the "Application") from Kevin and Caroline Wolff (the "Applicants") seeking variations for property located at 714 S. Madison Street, Hinsdale, Illinois (the "Property"); and

WHEREAS, the Property is located in the R-4 Single-Family Residential Zoning District and is legally described in **Exhibit A** attached hereto and made a part hereof; and

WHEREAS, the Application has been referred to the Zoning Board of Appeals of the Village, and has been processed in accordance with the Hinsdale Zoning Code (the "Zoning Code"), as amended; and

WHEREAS, the variations sought by the Applicant are from the floor area ratio (FAR) and maximum building coverage limitation requirements set forth in subsections 3-110(E)(1) and 3-110(F)(1) of the Zoning Code (together, the "Requested Variations"). The Requested Variations are sought relative to the construction of a detached two-car garage on the Property; and

WHEREAS, on September 21, 2022, the Zoning Board of Appeals of the Village of Hinsdale held a public hearing pursuant to notice given in accordance with State law and the Zoning Code, relative to the Requested Variations; and

WHEREAS, the Zoning Board of Appeals, after considering all of the testimony and evidence presented at the public hearing, recommended approval of the Requested Variations on a vote of six (6) in favor and zero (0) opposed; and

WHEREAS, the Zoning Board of Appeals has filed its report of Findings and Recommendation regarding the Requested Variations in Case Number V-05-22 with the President and Board of Trustees, a copy of which is attached hereto as **Exhibit B** and made a part hereof; and

WHEREAS, the President and Board of Trustees of the Village of Hinsdale have reviewed and duly considered the Findings and Recommendation of the Zoning Board of Appeals, and all of the materials, facts, and circumstances related to the Application; and

WHEREAS, the President and Board of Trustees find that the Application satisfies the standards established in Section 11-503 of the Hinsdale Zoning Code governing variations.

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

SECTION 1: Recitals. The foregoing recitals are incorporated into this Ordinance by this reference as findings of the President and Board of Trustees.

SECTION 2: Adoption of Findings and Recommendation. The President and Board of Trustees of the Village of Hinsdale approve and adopt the findings and recommendation of the Zoning Board of Appeals, a copy of which is attached hereto as **Exhibit B** and made a part hereof, and incorporate such findings and recommendation by reference as if fully set forth herein.

SECTION 3: Variations. The President and Board of Trustees, acting pursuant to the authority vested in them by the laws of the State of Illinois and Subsection 11-503(F) of the Hinsdale Zoning Code, GRANT the Requested Variations to subsections 3-110(E)(1) and 3-110(F)(1) of the Zoning Code to allow for FAR and lot coverage relief necessary to construct a detached two-car garage to the Property at 714 S. Madison Street in the R-4 Single-Family Residential Zoning District. The specific variations granted are as follows:

- A 22.56 square foot Variation from the FAR requirements set forth in Section 3-110(E)(1) of the Zoning Code.
- A 152.75 square foot Variation from the maximum building coverage limitations set forth in Section 3-110(F)(1) of the Zoning Code.

SECTION 4: Severability and Repeal of Inconsistent Ordinances. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance, and all ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

SECTION 5: Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law.

PASSED this _____ day of _____ 2023.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this _____ day of _____ 2023 and attested by the Village Clerk this same day.

Thomas K. Cauley, Jr., Village President

ATTEST:

Christine M. Bruton, Village Clerk

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

LOTS 6 AND 7 IN THE RESUBDIVISION OF BLOCK 24 IN STOUGH'S SECOND ADDITION TO HINSDALE, BEING A SUBDIVISION IN THE EAST ½ OF SECTION 11, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 11, 1875, AS DOCUMENT #20005, IN DU PAGE COUNTY, ILLINOIS.

**COMMONLY KNOWN AS: 714 S. Madison Street, Hinsdale, Illinois
PIN: 09-11-415-013**

EXHIBIT B

FINDINGS OF FACT

(ATTACHED)

**FINDINGS OF FACT AND RECOMMENDATION OF THE
VILLAGE OF HINSDALE ZONING BOARD OF APPEALS TO
THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES**

ZONING CASE NO: V-05-22

PETITIONER: Kevin and Caroline Wolff.

APPLICATION: For a Variation from the floor area ratio requirements set forth in Section 3-110(E)(1) of the Zoning Code of the Village of Hinsdale ("Zoning Code") and the maximum building coverage limitations set forth in Section 3-110(F)(1) of the Zoning Code, in order to add a detached two-car garage to an existing residence located at 714 S. Madison Street, Hinsdale, Illinois.

MEETING HELD: A Public Hearing was held on Wednesday, September 21, 2022, in Memorial Hall, in the Memorial Building, 19 East Chicago Avenue, Hinsdale, Illinois, pursuant to a notice published in The Hinsdalean on August 25, 2022.

PROPERTY: The subject property is commonly known as 714 S. Madison Street, Hinsdale, Illinois (the "Property") and is legally described in Exhibit A attached hereto and made a part hereof.

SUMMARY OF REQUEST: The Village of Hinsdale has received a request from Petitioners Kevin and Caroline Wolff (collectively, the "Applicants") for a variation from the floor area ratio (FAR) requirements set forth in Section 3-110(E)(1) and the maximum building coverage limitations set forth in Section 3-110(F)(1) of the Zoning Code (the "Requested Variations") in order to add a detached two-car garage to their home located on the Property.

The Property is a conforming lot located in the R-4 Residential District in the Village of Hinsdale and is located near the southwest corner of 7th and Madison. The property is approximately 50' x 125' for approximately 6,250 square feet of lot area. The maximum permitted Floor Area Ratio ("FAR") is 2,800 sf. and the existing FAR is approximately 2,602.06 sf. The Applicants seek the first of the two Requested Variations to increase the FAR by 220.5 square feet, resulting in a FAR that is 22.56 square feet over the maximum FAR.

Additionally, the maximum building coverage is 1,562.5 square feet. The existing maximum building coverage is approximately 1,384.5 square feet. The Applicants seek the second of the two Requested Variations to increase the maximum building coverage by 330.75 square feet, resulting in a maximum building coverage that is 152.75 square feet over the allowed maximum building coverage.

The Board of Trustees, upon a recommendation from the Zoning Board of Appeals of the Village of Hinsdale ("ZBA"), has final authority over the Requested Variations.

The Requested Variations are described in more detail in the Application, a copy of which is attached hereto as **Exhibit B** and made a part hereof.

On September 21, 2022, following the conclusion of the public hearing on this matter, the ZBA recommended its approval of the Requested Variations on a unanimous vote of six (6) in favor and zero (0) opposed, and directed the preparation of this Findings and Recommendation.

PUBLIC HEARING: At the public hearing on the Requested Variations, Owner's representative Patrick McGinnis testified on behalf of the Applicants. He explained the history of the home and described the proposed detached two-car garage addition. Mr. McGinnis addressed the issue of hardship in this matter. He noted that the Property has never had a garage and how other properties in the neighborhood have two-car garages. The subject property currently has a gravel parking pad where the garage would be placed. Mr. McGinnis addressed the standards for receiving a variation and how, in the opinion of the Applicants, the standards had been met. In particular, he noted the hardship is related to the Village previously determining that allowing only a one-car garage is a hardship. Mr. McGinnis then addressed the remaining standards for receiving a variation and how, in the opinion of the Applicants, the standards had been met. Mr. McGinnis answered questions from the ZBA members.

No comments were received from neighbors. There being no further questions or members of the public wishing to speak on the application, the portion of the Public Hearing related to the Requested Variations was closed.

Members then discussed the Requested Variations and agreed that the standards for variations set forth in 11-503(F) of the Hinsdale Zoning Code had been met. A motion to approve the Requested Variations was made by Member Giltner and seconded by Member O'Brien.

AYES: Members Moberly, O'Brien, Giltner, Murphy, Lee and Chairman Neiman

NAYS: None

ABSENT: None

FINDINGS: The following are the Findings of the ZBA relative to the Requested Variation:

1. *General Standard: Carrying out the strict letter of the provisions of the Zoning Code would create a particular hardship or a practical difficulty, based on satisfaction of the standards below:*

2. *Unique Physical Condition:* The Subject Property is exceptional as compared to other lots subject to the same provision by reason of a unique physical condition, including presence of an existing use, structure, or sign, whether conforming or nonconforming; irregular or substandard shape or size; exceptional topographical features; or other extraordinary physical conditions peculiar to and inherent in the subject property that amount to more than a mere inconvenience to the owner and that relate to or arise out of the lot rather than the personal situation of the current owner of the lot. A hardship was found to exist based on the fact that unlike the vast majority of other residences in the community, the Property has never had a garage. The ZBA finds this standard to have been met.

3. *Not Self-Created:* The unique physical condition is not the result of any action or inaction of the owner, or of the owner's predecessors in title and known to the owner prior to acquisition of the subject property, and existed at the time of the enactment of the provisions from which a variation is sought or was created by natural forces or was the result of governmental action, other than the adoption of the Zoning Code, for which no compensation was paid. The need for the Requested Variation is not self-created, and is instead driven by the fact that the Property has never had a garage, and the Applicants are requesting the smallest two-car garage possible. The ZBA finds this standard to have been met.

4. *Denied Substantial Rights:* The carrying out of the strict letter of the provisions from which a variation is sought would deprive the owner of the subject property of substantial rights commonly enjoyed by owners of other lots subject to the same provision. Unlike the vast majority of other residences in the community, the Property has never had a garage. The ZBA finds this standard to have been met.

5. *Not Merely Special Privilege:* The alleged hardship or difficulty is not merely the inability of the owner or occupant to enjoy some special privilege or additional right not available to owners or occupants of other lots subject to the same provision, nor merely an inability to make more money from the use of the subject property; provided, however, that where the standards herein set out exist, the existence of an economic hardship shall not be a prerequisite to the grant of an authorized variation. The Requested Variations are sought for the Property to have a detached two-car garage rather than just a gravel parking pad. The majority of other properties on the block have two-car garages, and the Zoning Code authorizes persons with garages to demolish them and build a two-car garage; the Applicants cannot take advantage of that provision though, as they have never had a garage. The ZBA finds this standard to have been met.

6. *Code and Plan Purposes:* The variation would not result in a use or development of the subject property that would not be in harmony with the general and specific purposes for which the Zoning Code and the provision from which a variation is sought were enacted or the general purpose and intent of the official comprehensive plan. The Variations are consistent with the existing use and the Village's interest in preserving neighborhood aesthetics. The ZBA found this standard to have been met.

7. *Essential Character of the Area: The variation would not result in a use or development on the subject property that:*

(a) would be materially detrimental to the public welfare or materially injurious to the enjoyment, use, development, or value of property or improvements permitted in the vicinity; or (b) would materially impair an adequate supply of light and air to the properties and improvements in the vicinity; or (c) would substantially increase congestion in the public streets due to traffic or parking; or (d) would unduly increase the danger of flood or fire; or (e) would unduly tax public utilities and facilities in the area; or (f) would endanger the public health or safety.

A majority of the residences in the neighborhood have detached two-car garages. The Requested Variation will not affect the neighbors, or endanger the public health or safety.

8. *No Other Remedy: There is no means other than the requested variation by which the alleged hardship or difficulty can be avoided or remedied to a degree sufficient to permit a reasonable use of the subject property.* The ZBA finds this standard to have been met.

RECOMMENDATION:

Based on the Findings set forth above, the ZBA, by a unanimous vote of six (6) in favor and zero (0) opposed, recommends to the President and Board of Trustees that the following Requested Variations relative to the FAR requirements set forth in Section 3-110(E)(1) of the Zoning Code, and the maximum building coverage limitations set forth in Section 3-110(F)(1) of the Zoning Code, in order to add a detached two-car garage to a home located in the R-4 Residence Zoning District on the Property at 714 S. Madison Street, be GRANTED:

- **A 22.56 square foot Variation from the FAR requirements set forth in Section 3-110(E)(1) of the Zoning Code.**
- **A 152.75 square foot Variation from the maximum building coverage limitations set forth in Section 3-110(F)(1) of the Zoning Code.**

Signed: _____
Robert Neiman, Chair
Zoning Board of Appeals
Village of Hinsdale

Date: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE SUBJECT PROPERTY

LOTS 6 AND 7 IN THE RESUBDIVISION OF BLOCK 24 IN STOUGH'S SECOND ADDITION TO HINSDALE, BEING A SUBDIVISION IN THE EAST ½ OF SECTION 11, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 11, 1875, AS DOCUMENT #20005, IN DU PAGE COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 714 S. Madison Street, Hinsdale, Illinois

PINS: 09-11-415-013

EXHIBIT B

APPLICATION FOR VARIATION

(ATTACHED)

MEMORANDUM

TO: Chairman Neiman and Members of the Zoning Board of Appeals

FROM: Robert McGinnis MCP
Director of Community Development/Building Commissioner

DATE: July 27, 2022

RE: Zoning Variation – V-05-22; 714 S. Madison Street

In this application for variation, the applicant requests relief from the Maximum Floor Area Ratio (FAR) limitations set forth in 3-110(E)(1) and the Maximum Building Coverage limitations set forth in 3-110(F)(1) in order to construct a detached two car garage. The specific request is for 22.56sf. of FAR relief and 152.75sf of Building Coverage relief.

It should be noted that the Zoning Board of Appeals does not have final authority over either of the specific bulk zoning requirements that relief is being sought. As such, it will move on to the Board of Trustees as a recommendation should four affirmative votes be cast.

This property is located in the R-4 Single family Residential District in the Village of Hinsdale and is located on the west side of Madison between 7th and 8th Street. The property has a frontage of approximately 50', an average depth of 125', and a total square footage of approximately 6,250. The maximum FAR is approximately 2,800 square feet, the maximum allowable building coverage is 25% or approximately 1,562.50 square feet, and the maximum lot coverage is 60% or 3,125 square feet.

cc: Kathleen Gargano, Village Manager
Zoning file V-05-22



19 E. Chicago Avenue, Hinsdale, IL 60521

APPLICATION FOR VARIATION

COMPLETE APPLICATION CONSISTS OF (10) COPIES
(All materials to be collated)

FILING FEE: \$850.00

Name of Applicant(s): Kevin & Caroline Wolff

Address of Subject Property: 714 S. Madison St., Hinsdale, IL 60521

If Applicant is not property owner, Applicant's relationship to property owner:

FOR OFFICE USE ONLY

Date Received: CB 7/15/22 Zoning Calendar No. V-05-22

PAYMENT INFORMATION: Check # _____ Check Amount \$ _____

SECTION 1- NAME & CONTACT INFORMATION

1. **Owner.** Name, mailing address, telephone number and email address of owner:

Name: Kevin & Caroline Wolff

Address: 714 S. Madison St., Hinsdale, IL 60521

Telephone: _____ email: carolinehonsa@gmail.com

2. **Applicant.** Name, address, telephone number and email address of applicant, if different from owner:

Name: Kevin & Caroline Wolff

Address: 714 S. Madison St., Hinsdale, IL 60521

Telephone: _____ email: carolinehonsa@gmail.com

3. **Consultants.** Name and contact information (phone or email) of each professional consultant advising applicant with respect to this application:

a. Attorney: Peter Coules, Jr., Donatelli & Coules, Ltd. - peter@donatellcoules.com

b. Engineer: _____

c. Architect: Richard Olsen G.O. Architectural Design, Inc. - richard@goarchitectural.com

d. Contractor: _____

e. Other: _____

4. **Trustee Disclosure.** In the case of a land trust provide the name, address, telephone number and email address of all trustees and beneficiaries of the trust:

Name: _____

Address: _____

Telephone: _____ email: _____

5. **Village Personnel.** Name and address of any officer or employee of the Village with an interest in the Owner, the Applicant, or the Subject Property, and the nature and extent of that interest:

a. _____

b. _____

SECTION 2- REQUIRED DOCUMENTATION

1. **Subject Property.** Address, PIN Number, and legal description of the subject Property, use separate sheet for legal description, if necessary.
PIN Number: 09-11-415-013
Address: 714 S. Madison St., Hinsdale, IL 60521
2. **Title.** Evidence of title or other interest you have in the Subject Project, date of acquisition of such interest, and the specific nature of such interest.
3. **Neighboring Owners.** List showing the name and address of each owner of (1) property within 250 lineal feet in all directions from the subject property; and (2) property located on the same frontage or frontages as the front lot line or corner side lot line of the subject property or on a frontage directly opposite any such frontage or on a frontage immediately adjoining or across an alley from any such frontage.
(Note: After the Village has prepared the legal notice, the applicant/agent must mail by certified mail, "return receipt requested" to each property owner/ occupant. The applicant/agent must then fill out, sign, and notarize the "Certification of Proper Notice" form, returning that form and all certified mail receipts to the Village.)
4. **Survey.** Submit with this application a recent survey, certified by a registered land surveyor, showing existing lot lines and dimensions, as well as all easements, all public and private rights-of-way, and all streets across and adjacent to the Subject Property.
5. **Existing Zoning.** Submit with this application a description or graphic representation of the existing zoning classification, use, and development of the Subject Property, and the adjacent area for at least 250 feet in all directions from the Subject Property.
6. **Conformity.** Submit with this application a statement concerning the conformity or lack of conformity of the approval being requested to the Village Official Comprehensive Plan and the Official Map. Where the approval being requested does not conform to the Official Comprehensive Plan or the Official Map, the statement should set forth the reasons justifying the approval despite such lack of conformity.
7. **Zoning Standards.** Submit with this application a statement specifically addressing the manner in which it is proposed to satisfy each standard that the Zoning Ordinance establishes as a condition of, or in connection with, the approval being sought. *(Section 4 of this application)*
8. **Successive Application.** In the case of any application being filed less than two years after the denial of an application seeking essentially the same relief, submit with this application a statement as required by Sections 11-501 and 11-601 of the Hinsdale Zoning Code.

SECTION 3- ZONING RELIEF REQUESTED

1. **Ordinance Provision.** The specific provisions of the Zoning Ordinance from which a variation is sought: *(Attach separate sheet if additional space is needed.)*

See attached.

2. **Variation Sought.** The precise variation being sought, the purpose therefore, and the specific feature or features of the proposed use, construction, or development that require a variation: *(Attach separate sheet if additional space is needed.)*

See attached.

3. **Minimum Variation.** A statement of the minimum variation of the provisions of the Zoning Ordinance that would be necessary to permit the proposed use, construction, or development: *(Attach separate sheet if additional space is needed.)*

See attached.

**SECTION 4- STANDARDS FOR VARIATION
AS SET FORTH IN SECTION 11-503(F)**

(Fence Applications – Section 5)

Provide an explanation of the characteristics of the Subject Property that prevent compliance with the provisions of the Zoning Ordinance, and the specific facts you believe support the granting of the requested variation(s). In addition to your general explanation, you must specifically address each of the following conditions required for approval by the Zoning Board of Appeals. Attach a separate sheet of paper to your application marked Section 4 – Standards for Variation.

- (a) **Unique Physical Condition**. The Subject Property is exceptional as compared to other lots subject to the same provision by reason of a unique physical condition, including presence of an existing use, structure or sign, whether conforming or nonconforming; irregular or substandard shape or size; exceptional topographical features; or other extraordinary physical conditions peculiar to and inherent in the Subject Property that amount to more than a mere inconvenience to the owner and that relate to or arise out of the lot rather than the personal situation of the current lot owner.
- (b) **Not Self-Created**. The aforesaid unique physical condition is not the result of any action or inaction of the owner, or of the owner's predecessors in title and known to the owner prior to acquisition of the Subject Property, and existed at the time of the enactment of the provisions from which a variation is sought or was created by natural forces or was the result of governmental action, other than the adoption of this Code, for which no compensation was paid.
- (c) **Denied Substantial Rights**. The carrying out of the strict letter of the provision from which a variation is sought would deprive the owner of the Subject Property of substantial rights commonly enjoyed by owners of other lots subject to the same provision.
- (d) **Not Merely Special Privilege**. The alleged hardship or difficulty is not merely the inability of the owner or occupant to enjoy some special privilege or additional right not available to owners or occupants of other lots subject to the same provision, nor merely an inability to make more money from the use of the subject property; provided, however, that where the standards herein set out exist, the existence of an economic hardship shall not be a prerequisite to the grant of an authorized variation.
- (e) **Code and Plan Purposes**. The variation would not result in a use or development of the Subject Property that would not be in harmony with the general and specific purposes for which this Code and the provision from which a variation is sought were enacted or the general purpose and intent of the Official Comprehensive Plan.

- (f) **Essential Character of the Area.** The variation would not result in a use or development of the Subject Property that:
- (1) Would be materially detrimental to the public welfare or materially injurious to the enjoyment, use development, or value of property of improvements permitted in the vicinity; or
 - (2) Would materially impair an adequate supply of light and air to the properties and improvements in the vicinity; or
 - (3) Would substantially increase congestion in the public streets due to traffic or parking; or
 - (4) Would unduly increase the danger of flood or fire; or
 - (5) Would unduly tax public utilities and facilities in the area; or
 - (6) Would endanger the public health or safety.
- (g) **No Other Remedy.** There is no means other than the requested variation by which the alleged hardship or difficulty can be avoided or remedied to a degree sufficient to permit a reasonable use of the Subject Project.

<p style="text-align: center;">SECTION 5- STANDARDS FOR VARIATION – FENCES <i>AS SET FORTH IN SECTION 9-12-3(J)</i></p>

You must specifically address each of the following conditions required for approval of a fence by the Zoning Board of Appeals. Attach a separate sheet of paper to your application marked Section 5 – Standards for Variation - Fences.

- (a) Applicant is affected by unique circumstances which create a hardship justifying relief.
- (b) Will not alter the essential character of the locality.
- (c) Will be in harmony with the general purpose and intent of the code.
- (d) Will set no unfavorable precedent either to the locality or to the Village as a whole.
- (e) Will be the minimum necessary to afford relief to the applicant.
- (f) Will not adversely affect the public safety and general welfare.

SECTION 6- SUBJECT PROPERTY ARCHITECTURAL DRAWINGS/SURVEYS

1. A copy of preliminary architectural and/or surveyor plans showing the floor plans, exterior elevations, and site plan needs to be submitted with each copy of the zoning petitions for the improvements.
2. The architect or land surveyor needs to provide zoning information concerning the existing zoning; for example, building coverage, distance to property lines, and floor area ratio calculations and data on the plans or supplemental documents for the proposed improvements. If applicable, include any grading changes being proposed.

In addition to the data and information required pursuant to any application as herein set forth, every Applicant shall submit such other and additional data, information, or documentation as the Village Manager or any Board of Commission before which its application is pending may deem necessary or appropriate to a full and proper consideration and disposition of the particular application.

SECTION 7- EXPLANATION OF FEES & APPLICANT SIGNATURE

1. **Application Fee and Escrow.** Every application must be accompanied by a non-refundable application fee of \$250.00 plus an additional \$600.00 initial escrow amount. The applicant must also pay the costs of the court reporter's transcription fees and legal notices for the variation request. A separate invoice will be sent if these expenses are not covered by the escrow that was paid with the original application fees.
2. **Additional Escrow Requests.** Should the Village Manager at any time determine that the escrow account established in connection with any application is, or is likely to become, insufficient to pay the actual costs of processing such application, the Village Manager shall inform the Applicant of that fact and demand an additional deposit in an amount deemed by him to be sufficient to cover foreseeable additional costs. Unless and until such additional amount is deposited by the Applicant, the Village Manager may direct that processing of the application shall be suspended or terminated.
3. **Establishment of Lien.** The owner of the Subject Property, and if different, the Applicant, are jointly and severally liable for the payment of the application fee. By signing the application, the owner has agreed to pay said fee, and to consent to the filing and foreclosure of a lien against the Subject Property for the fee plus costs of collection, if the account is not settled within 30 days after the mailing of a demand for payment.

By signing below, the owner or their authorized representative, states that he/she consents to the filing of this application and that all information contained herein is true and correct to the best of his/her knowledge.

Name of Applicant(s): Kevin & Caroline Wolff

Signature of Applicant: 

Signature of Applicant: _____

Date: June 17, 2022

ADDENDUM – RULES FOR WRITTEN SUBMISSIONS AND ORAL ARGUMENT

The Hinsdale Zoning Board of Appeals (ZBA) unanimously approved and adopted the following rules governing written submissions and oral arguments on November 15, 2017:

1. No party is required to submit legal briefs or letters to the ZBA in support of any zoning appeal or variance request. The only documents that any appellant or zoning variance applicant must submit are the appeal forms and/or variance request forms and accompanying materials already required under the Hinsdale Zoning Code. The party that filed the appeal or the variance request need not retain counsel to represent them, but they may do so if they wish.
2. If any party wishes to submit a separate legal brief or letter detailing the reasons why the ZBA should grant such appeal or variance request, then such party shall deliver to the Zoning Board of Appeals at Hinsdale Village Hall, 19 E. Chicago Avenue, ten (10) signed copies of such briefs or letters at least 14 days before the ZBA meeting when the ZBA will hold the hearing, the appeal, or the variance application.
3. Within seven days thereafter, the Village of Hinsdale may, but is not required, to file a brief or letter in response to any brief or letter that any other party has filed. Any such letter or brief that the Village may file in response shall conform to all of the requirements established in these rules.
4. Any brief or letter submitted in support of or in response to any such letter or brief must be on 8-1/2" by 11" paper. The text must be double-spaced, but quotations more than two lines long may be indented and single-spaced. The type face must be 14 point type or larger. A one inch margin is required at the top, bottom, and each side of each page. Each page must have a page number at the bottom.
5. No such briefs or letters shall exceed 12 pages unless the ZBA grants a party's request for an extension of that page limit. Footnotes are discouraged.
6. If any such letter or brief cites to any legal authority, then the letter or brief must contain an index indicating each page number of the letter or brief which cites to that legal authority.
7. If any such brief or letter refers to any other documents, then all such documents must be attached as exhibits. Every such exhibit attached to the brief or letter must be identified with an exhibit number, and must be preceded by a numbered tab corresponding with the exhibit number that protrudes on the right hand side of such brief or letter. All such exhibits must be legible.

8. Any such brief or letter containing less than 20 pages of text and exhibits combined must be firmly stapled in the upper left hand corner of the brief or letter. Briefs or letters that contain more than 20 pages of combined text and exhibits must be spiral bound on the left hand side in a manner that does not interfere with the legibility of any such text or exhibits.
9. If any such brief or letter cites any code section, ordinance, statute, or court decision, then such legal authority must be attached in its entirety as an exhibit to the brief or letter, and the exhibit number must be included in the index required under paragraph 6.
10. The ZBA will not consider briefs or letters that do not meet all of these requirements.
11. At the hearing on any such appeal or variance request, the party that filed the appeal or the variance request has a maximum of 15 minutes to present their initial arguments regarding why the ZBA should grant such appeal or variance request; the Village may then have a maximum of 15 minutes to respond; and the party that filed the appeal or variance request may then have five minutes to reply. These time limits may be extended by a maximum of five minutes per side in the ZBA's discretion. These time limits apply only to oral argument by a party to the ZBA regarding whether the facts support a conclusion that the ZBA should grant the appeal or variance request under the applicable zoning standards, but not to any witness testimony that any party may wish to present.
12. Any non-party to any such appeal or variance request who wishes to address the ZBA at the hearing on any such appeal or variance request, may have a maximum of five minutes to address the ZBA regarding whether the ZBA should grant the appeal or variance request.

Adopted by the Zoning Board of Appeals on November 15, 2017.

SECTION 2 – REQUIRED DOCUMENTATION

5. EXISTING ZONING

The subject property is located within the R-4 Single Family Residential District within the Village of Hinsdale.

6. STATEMENT OF CONFORMITY

The subject property is located within the R-4 Single Family Residential District within the Village. The Applicant seeks a variance pursuant to Section 11-503(E)(1)(c), which is a permitted variation in the R-4 Single Family Residential District. Therefore, granting the requested variations on the subject property would be in conformity with the Official Map and permissible under the Code.

SECTION 3- ZONING RELIEF REQUESTED

1. **Ordinance Provision.** *The specific provisions of the Zoning Ordinance from which a variation is sought:*

Sec. 3-110 (E)(1) – Maximum Floor Area Ratio

Sec. 3-110 (F)(1) – Maximum Building Coverage

2. **Variation Sought.** *The precise variation being sought, the purpose therefore, and the specific feature or features of the proposed use, construction, or development that require a variation:*

The Applicants are seeking a variation in order to build a two-car garage on the Property. The Property has never had a garage and only ever had a parking pad, pursuant to historical records.

The current house has Building Coverage of 1,384.50 sq. ft. and a floor area ratio (F.A.R.) of 2,602.06 sq. ft. With the addition of the size of the garage, the new Building Coverage would be 1,715.25 sq. ft. and the F.A.R. would be 2,822.56.

The Applicant seeks a variation for the maximum building coverage requirements, to allow Building Coverage of 1,715.25 sq. ft., which would exceed the maximum allowable Building Coverage by 152.75 sq. ft. or roughly 9.77%.

The applicant also seeks a variation for the maximum F.A.R. requirements, to allow an F.A.R. of 2,822.56, which would exceed the maximum allowable F.A.R. by 22.56 or roughly 0.8%.

3. **Minimum Variation.** *A statement of the minimum variation of the provisions of the Zoning Ordinance that would be necessary to permit the proposed use, construction, or development:*

Applicant is seeking the minimum variation necessary to the requirements for Building Coverage and F.A.R. for the property in order to put in the smallest two-car garage available. Applicant is not seeking any additional variations beyond what is necessary to build the minimum size required for a two car garage.

SECTION 4 - STANDARDS FOR VARIATION
AS SET FORTH IN SECTION 11-503(F)

(a) Unique Physical Conditions.

The unique physical conditions of the subject property are the existing structure was built prior to the Applicant purchasing the property and was built without a garage.

(b) Not-Self Created.

The Applicant purchased the property after the home was built on the property and did not create the conditions which require a variance to build the smallest two-car garage available on the lot.

(c) Denied Substantial Rights.

The carrying out of the strict letter of the provision from which a variation is sought would deprive the owner of the Subject Property of substantial rights commonly enjoyed by owners of other lots subject to the same provision, as there are numerous other properties with similar sized lots which have two-car garages. Without the variation, the Applicant would only be able to build a one-car garage, which has been found to be a hardship.

Further, Section 10-104(B)(6) of the Code provides that residents of the Village have the right, with certain criteria being met, to demolish and replace a garage with a new two-car garage. However, as no garage is being demolished on this property, this provision is not specifically applicable, but does show the substantial right of residents of the Village to the building of such garages.

(d) Not Merely Special Privilege.

The Applicant is not seeking a special privilege in seeking the variance as many other properties have a two-car garage and the small variation would provide them with that similar right.

(e) Code and Plan Purposes.

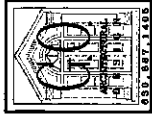
The Code and building requirements are intended to help preserve the housing types and residential character of the Village. The proposed variance would not affect either of those intended purposes and would allow the Applicants to add a two-car garage, similar to many surrounding properties.

(f) **Essential Character of the Area.**

The variance sought by the Applicant would not have a detrimental effect on the essential character of the area or have a negative effect on the public welfare. Rather, the proposed variance will allow the Applicant to develop the property in a manner that is consistent with the essential character of the area, as Applicant will be adding a two-car garage to the single family residence on the property, similar to most properties in the area. This will allow the Applicants to park their cars overnight in the garage, rather than out in the open, which would benefit the character of the neighborhood.

(g) **No Other Remedy.**

There is not another remedy which would allow the Applicant to add a two-car garage to the property as they are already seeking the smallest two-car garage available. Without the variation, the Applicant would only be able to build a one-car garage, which has been proven to be a hardship.



DETACHED GARAGE PLANS, ELEVATIONS AND, SITE PLAN

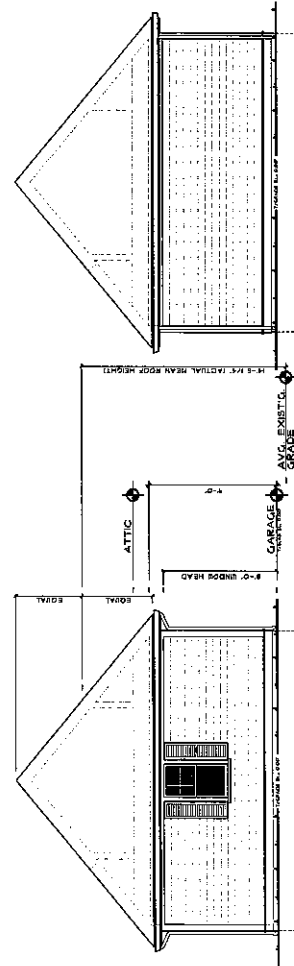
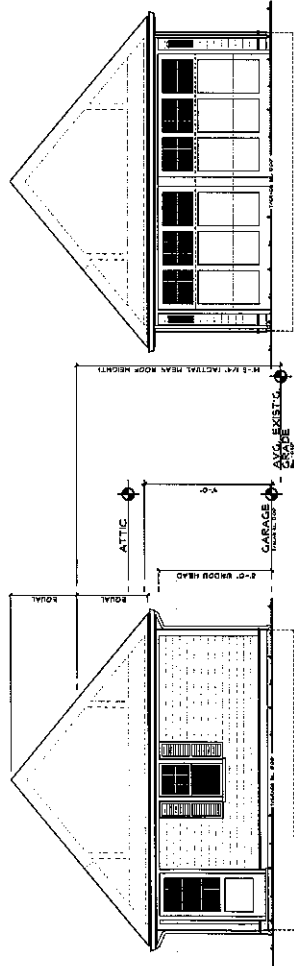
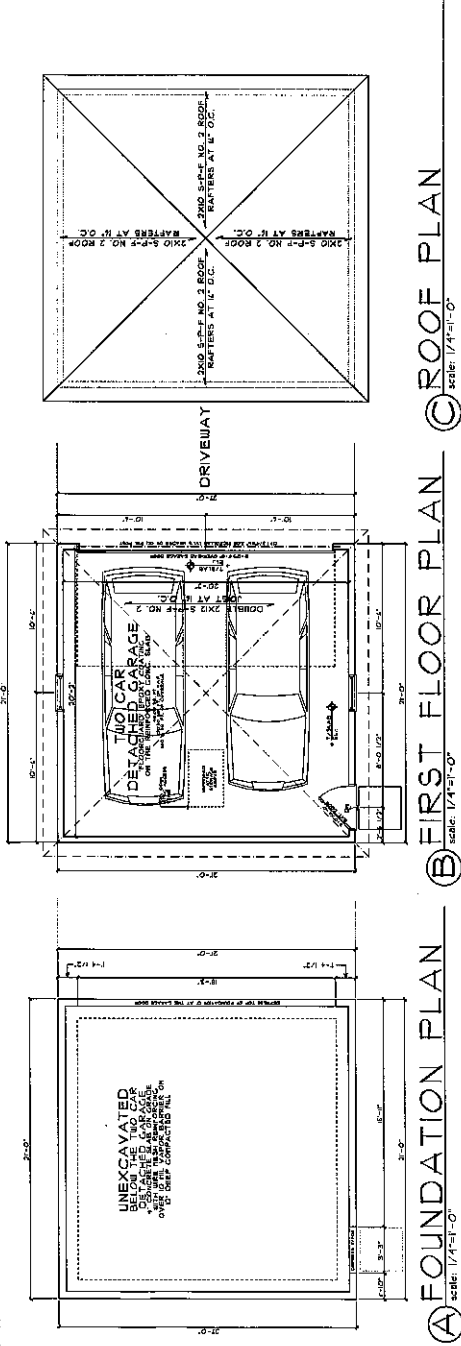
DATE: DECEMBER 21, 2021
DRAWN BY: GIVEN
CHECKED BY: JASON OLSEN
PROJECT NO: 202121
OWNER REVIEW

A NEW DETACHED GARAGE FOR
CAROLINE HONSA AND
KEVIN WOLFE
714 MADISON ST.
HINSDALE, ILLINOIS



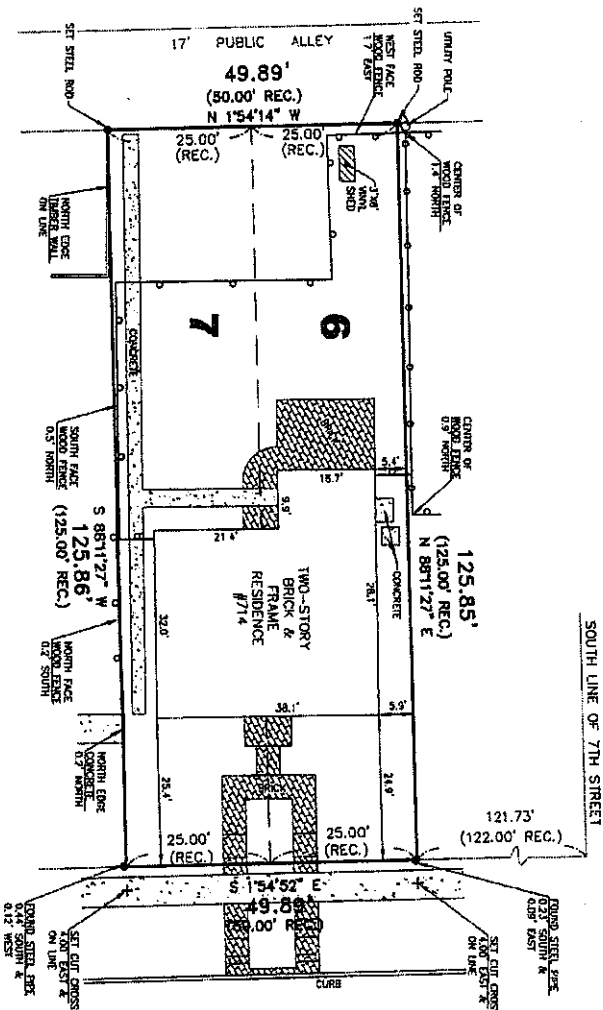
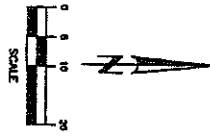
SHEET: 1
A.I.

MADISON STREET



F WEST ELEVATION SCALE: 1/4"=1'-0"
G SOUTH ELEVATION SCALE: 1/4"=1'-0"
H SITE PLAN SCALE: 1/8"=1'-0"

LOTS 6 AND 7 IN THE RESUBDIVISION OF BLOCK 24 IN STOUGH'S SECOND ADDITION TO HINSDALE, BEING A SUBDIVISION IN THE EAST HALF OF SECTION 11, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 11, 1875, AS DOCUMENT NUMBER 20005, IN DUPAGE COUNTY, ILLINOIS.



S. MADISON STREET

PREPARED FOR: KAYLA GELSOMINO

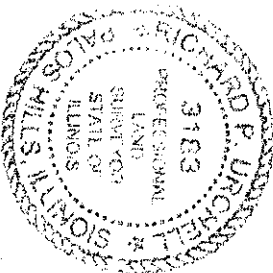
LANDMARK

OSCAR FINE RESTORATION NO. 184-003577
7608 W. 103RD STREET
PALOS HILLS, ILLINOIS 60465-1529
Phone (708) 598-5757

BEARINGS SHOWN HEREON (IF ANY) ARE BASED ON I.L.S.P.C. EAST ZONE, MOD.B. NO IMPROVEMENTS SHOULD BE CONSTRUCTED ON THE BASIS OF THIS PLAN ALONE. AND NO DIMENSIONS, LENGTHS OR WIDTHS SHOULD BE ASSUMED FROM SCALING. FIELD MONUMENTATION OF CRITICAL POINTS SHOULD BE ESTABLISHED PRIOR TO COMMENCEMENT OF CONSTRUCTION.

FOR BUILDING LINES, EASEMENTS AND OTHER RESTRICTIONS NOT SHOWN HEREON, REFER TO DEEDS, ABSTRACTS, TITLE POLICIES, SEARCHES OR COMMITMENTS, DOCUMENTS, CONTRACTS AND LOCAL BUILDING AND ZONING ORDINANCES.

SUBJECT PROPERTY AREA
6,279 SQ. FT. (more or less)



66.00
R.O.W.

FIELD WORK COMPLETED: 6/17/19
THIS PROFESSIONAL SERVICE CONFORMS TO THE
CURRENT ILLINOIS STANDARDS FOR A BOUNDARY SURVEY.
DATED: 6/18/19

RICHARD P. URCELL I.P.L.S. No. 3183
 LICENSE RENEWAL DATE: NOVEMBER 30, 2020
 SURVEY No. 19-06-065

STATE OF ILLINOIS)
)
 COUNTY OF DU PAGE) ss:

BEFORE THE HINSDALE ZONING BOARD OF APPEALS

In the Matter of:)
)
)
 V-05-22,)
 714 South Madison.)

REPORT OF PROCEEDINGS had and testimony
 taken at the Public Hearing of the above-entitled
 matter before the Hinsdale Zoning Board of
 Appeals, at 19 East Chicago Avenue, Hinsdale,
 Illinois, on September 21, 2022, at the hour of
 6:30 p.m.

BOARD MEMBERS PRESENT:

MR. ROBERT NEIMAN, Chairman;
 MR. KEITH GILTNER, Member;
 MS. LESLIE LEE, Member;
 MR. TOM MURPHY, Member;
 MR. GANNON O'BRIEN, Member; and
 MR. GARY MOBERLY, Member.

1 ALSO PRESENT:

2 MS. CHRISTINE BRUTON, Deputy Village
3 Clerk;

4 MR. ROBB MCGINNIS, Director of
5 Community Development;

6 MR. PATRICK MCGINNIS, Attorney for
7 Applicants;

8 MR. KEVIN WOLFF, Applicant;

9 MS. CAROLINE WOLFF, Applicant.

10 (WHEREUPON, the oath was
11 administered to Mr. P.
12 McGinnis.)

13 CHAIRMAN NEIMAN: We have a Public
14 Hearing on Case No. V-05-22, 714 South Madison
15 Street.

16 If you could introduce yourself and
17 give me a chance to make one observation that I
18 don't think will interfere with any of this.

19 MR. P. MCGINNIS: Good evening. My
20 name is Patrick McGinnis. I'm an attorney with
21 Donatelli & Coules, representing the applicants
22 Kevin and Caroline Wolff, who are the owners of
714 South Madison Street.

1 CHAIRMAN NEIMAN: So, Robb, it's my
2 understanding from the memorandum that this is
3 one of those cases that we don't have final
4 authority over, it goes to the board of
5 trustees; therefore, it requires at least four
6 of the six members who are present this evening
7 to vote yes otherwise it will be defeated;
8 correct?

9 MR. MCGINNIS: That's correct.

10 CHAIRMAN NEIMAN: Now, I have not
11 talked to any of the members. I don't foresee
12 any issues, but again, I don't know how any of
13 the other members view this case, but I want to
14 point out that you have one less member here
15 this evening and the question is: Do you want
16 to proceed this evening or would you prefer to
17 wait until we have all seven board members here?

18 MR. P. MCGINNIS: I think we are fine
19 proceeding.

20 CHAIRMAN NEIMAN: Okay.

21 MR. P. MCGINNIS: So applicants are
22 seeking a variance from the maximum building

1 coverage and the maximum floor area ratio for
2 the property.

3 They are seeking to add a two-car
4 garage. The applicants purchased the property
5 in 2019 and at that time the property did not
6 have a garage and historical records from the
7 village show that the property has not had a
8 garage on it at any time. The property
9 currently has a gravel parking pad where the
10 garage --

11 CHAIRMAN NEIMAN: Let me stop you for
12 one minute.

13 MR. P. MCGINNIS: I'll start over just
14 so it's all recorded properly.

15 Good evening. My name is Patrick
16 McGinnis. I'm an attorney with Donatelli &
17 Coules, representing the applicants Kevin and
18 Caroline Wolff, who are the owners of 714 South
19 Madison Street.

20 The property is located in the R-4
21 zoning district and the applicants are seeking a
22 variance for the maximum building coverage and

1 the maximum floor area ratio for the property in
2 order to add a two-car garage.

3 The applicants purchased the
4 property in 2019. At that time there was not a
5 garage located on the property and historical
6 records from the village indicate that there has
7 not been a garage at any time.

8 The property currently has a gravel
9 parking pad where the garage would be placed and
10 the garage will face into the property rather
11 than directly into the alley in order to provide
12 additional paved space, being the driveway, so
13 the applicants' children could play there, also
14 so that they have space for additional parking
15 and it's just safer to pull in and out of the
16 garage instead of doing so directly into the
17 alley.

18 The garage being requested is the
19 smallest 2-car garage possible and it's 21 by 21
20 square feet. The building coverage would be
21 increased by 330.75 square feet to a total of
22 1,715.25 square feet, which is 152.75 square

1 feet over the maximum building coverage, which
 2 is 9.77 percent above the maximum allowed
 3 building coverage. The floor area ratio would
 4 be increased 220 and a half square feet for a
 5 total of 2,822.56 square feet, which is only
 6 22.56 square feet, which is less than 1 percent
 7 over the maximum FAR. Both of those variations
 8 are under the maximum 10 percent allowed for a
 9 variance.

10 The applicants' request for a
 11 variance also meets all the standards for a
 12 variance.

13 One. There is a unique physical
 14 condition being that the property has never had
 15 a garage.

16 It wasn't self-created. Again,
 17 applicants purchased the property and there was
 18 no garage on the property at that time and they
 19 are seeking the smallest two-car garage
 20 possible. So it's not as though they are
 21 seeking a larger garage whereas a smaller garage
 22 would prevent them from needing the variance.

1 Three. Not approving the variance
 2 would be denying them of their substantial
 3 rights. The village has previously determined
 4 that not allowing a two-car garage and only
 5 allowing a one-car garage is a hardship. And
 6 the code also allows for owners of a property to
 7 demolish their garage and replace it with a
 8 two-car garage, however, that section of the
 9 code doesn't apply here because obviously no
 10 garage is being demolished, otherwise if there
 11 was a garage there, they would be able to put up
 12 a two-car garage.

13 Four. It's not merely a special
 14 privilege. Most of the properties on the block
 15 have a two-car garage so the applicants are only
 16 seeking what their surrounding neighbors also
 17 have.

18 Five and six. It's consistent with
 19 the code and plan purpose, consistent with the
 20 essential characteristics of that area. As I
 21 indicated, most of the properties on the block
 22 have two-car garage and in fact, I'd say more

1 than 50 percent of them also have the garage
 2 open into the property rather than directly into
 3 the alley.

4 Seven. No other remedy would allow
 5 them to put up a two-car garage. Again, they
 6 are seeking the smallest variance possible and
 7 the smallest two-car garage for the property.

8 For these reasons, we request that
 9 the applicants' application for a variance to
 10 the maximum building coverage and the maximum
 11 floor area ratio should be approved so that they
 12 can build a two-car garage on the property.

13 CHAIRMAN NEIMAN: Any questions from
 14 the board members?

15 MR. MURPHY: This was noticed to the
 16 community?

17 MR. P. MCGINNIS: Yes, it was noticed.

18 MR. MCGINNIS: Yes, certified mail.

19 MR. MURPHY: There was nothing back?

20 MR. P. MCGINNIS: Yes, no neighbors
 21 responded.

22 MR. MURPHY: Okay. That's all I'm

1 asking.

2 MR. GILTNER: Most of the properties
 3 that you mentioned have two-car garages. Are
 4 they all the same size lots?

5 MR. P. MCGINNIS: I believe most of the
 6 houses on that block are about the same size.
 7 There's obviously a few that are a little
 8 larger.

9 CHAIRMAN NEIMAN: I'll follow-up on
 10 Tom's question.

11 Your immediate next-door neighbors
 12 have not voiced any concerns with the plan?

13 MR. P. MCGINNIS: Correct.

14 CHAIRMAN NEIMAN: Any other questions
 15 from the board?

16 (No response.)

17 Okay. Do I hear a motion to close
 18 the Public Hearing on Case V-05-22, 714 South
 19 Madison Street?

20 MR. GILTNER: So moved.

21 MR. O'BRIEN: Second.

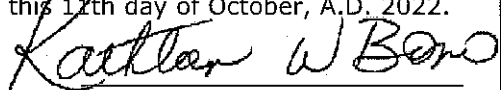
22 CHAIRMAN NEIMAN: Roll call, please.

1 MS. BRUTON: Member Moberly?
 2 MR. MOBERLY: Yes.
 3 MS. BRUTON: Member O'Brien?
 4 MR. O'BRIEN: Yes.
 5 MS. BRUTON: Member Giltner?
 6 MR. GILTNER: Yes.
 7 MS. BRUTON: Member Murphy?
 8 MR. MURPHY: Yes.
 9 MS. BRUTON: Member Lee?
 10 MS. LEE: Yes.
 11 MS. BRUTON: Chairman Neiman?
 12 CHAIRMAN NEIMAN: Yes.
 13 (WHICH, were all of the
 14 proceedings had, evidence
 15 offered or received in the
 16 above entitled cause.)
 17
 18
 19
 20
 21
 22

STATE OF ILLINOIS)
) ss:
 COUNTY OF DU PAGE)

I, KATHLEEN W. BONO, Certified Shorthand Reporter, Notary Public in and for the County DuPage, State of Illinois, do hereby certify that previous to the commencement of the examination and testimony of the various witnesses herein, they were duly sworn by me to testify the truth in relation to the matters pertaining hereto; that the testimony given by said witnesses was reduced to writing by means of shorthand and thereafter transcribed into typewritten form; and that the foregoing is a true, correct and complete transcript of my shorthand notes so taken aforesaid.

IN TESTIMONY WHEREOF I have hereunto set my hand and affix my electronic signature this 11th day of October, A.D. 2022.



KATHLEEN W. BONO
 C.S.R. No. 84-1423
 Notary Public, DuPage County

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STATE OF ILLINOIS)
)
 COUNTY OF DU PAGE) ss:

BEFORE THE HINSDALE ZONING BOARD OF APPEALS
 DELIBERATIONS

In the Matter of:)
)
)
 V-05-22,)
 714 South Madison.)

REPORT OF PROCEEDINGS had at the
 Deliberations of the above-entitled by the
 Hinsdale Zoning Board of Appeals, at 19 East
 Chicago Avenue, Hinsdale, Illinois, on
 September 21, 2022, at the hour of 6:30 p.m.

BOARD MEMBERS PRESENT:

MR. ROBERT NEIMAN, Chairman;
 MR. KEITH GILTNER, Member;
 MS. LESLIE LEE, Member;
 MR. TOM MURPHY, Member;
 MR. GANNON O'BRIEN, Member; and
 MR. GARY MOBERLY, Member.

1 ALSO PRESENT:

2 MS. CHRISTINE BRUTON, Deputy Village
3 Clerk;

4 MR. ROBB MCGINNIS, Director of
5 Community Development.

6 CHAIRMAN NEIMAN: Who wants to start?

7 MR. MOBERLY: Everyone is looking at
8 me. I'm okay with the variance. It's in line
9 with the neighborhood standards. I think it's a
10 reasonable and fair request to bring your
11 property up to where everybody else is, so I
12 would recommend to the board of trustees that
13 they approve this.

14 MR. O'BRIEN: I would agree. I think
15 it's a reasonable request.

16 How much time would it take you to
17 construct this garage?

18 MR. P. MCGINNIS: I don't know they
19 discussed this. They weren't in a huge rush to
20 get it done, so basically they were going to go
21 through this process and then kind of touch base
22 with their architect and get it started.

1 CHAIRMAN NEIMAN: Keith?

2 MR. GILTNER: I don't have anything
3 else to add on it. I'm in favor.

4 CHAIRMAN NEIMAN: Tom?

5 MR. MURPHY: I have no problem with it.
6 I am a little concerned about the FARs but for a
7 garage is different than for extra bedrooms on a
8 six-bedroom house. I'm okay.

9 CHAIRMAN NEIMAN: Leslie?

10 MS. LEE: I don't have anything to add.
11 I think this makes total sense.

12 CHAIRMAN NEIMAN: I agree.

13 Do I hear a motion?

14 MR. O'BRIEN: So moved.

15 MS. LEE: Second.

16 CHAIRMAN NEIMAN: Roll call, please.

17 MS. BRUTON: Member Moberly?

18 MR. MOBERLY: Yes.

19 MS. BRUTON: Member O'Brien?

20 MR. O'BRIEN: Yes.

21 MS. BRUTON: Member Giltner?

22 MR. GILTNER: Yes.

1 MS. BRUTON: Member Murphy?

2 MR. MURPHY: Yes.

3 MS. BRUTON: Member Lee?

4 MS. LEE: Yes.

5 MS. BRUTON: Chairman Neiman?

6 CHAIRMAN NEIMAN: Yes.

7 MR. P. MCGINNIS: Thank you.

8 (WHICH, were all of the
9 proceedings had, evidence
10 offered or received in the
11 above entitled cause.)
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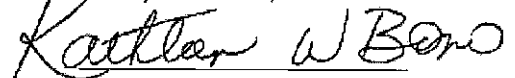
STATE OF ILLINOIS)

) ss:

COUNTY OF DU PAGE)

I, KATHLEEN W. BONO, Certified
Shorthand Reporter, Notary Public in and for the
County DuPage, State of Illinois, do hereby
certify that previous to the commencement of the
examination and testimony of the various
witnesses herein, they were duly sworn by me to
testify the truth in relation to the matters
pertaining hereto; that the testimony given by
said witnesses was reduced to writing by means
of shorthand and thereafter transcribed into
typewritten form; and that the foregoing is a
true, correct and complete transcript of my
shorthand notes so taken aforesaid.

IN TESTIMONY WHEREOF I have
hereunto set my hand and affix my electronic
signature this 11th day of October, A.D. 2022.



KATHLEEN W. BONO

C.S.R. No. 84-1423

Notary Public, DuPage County

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REQUEST FOR BOARD ACTION
Finance

AGENDA SECTION: Consent – ACA

SUBJECT: Accounts Payable-Warrant #1770

MEETING DATE: January 3, 2023

FROM: Alison Brothen, Finance Director

Recommended Motion

Approve payment of the accounts payable for the period of December 8, 2022 through December 29, 2022 in the aggregate amount of \$1,414,424.43 as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk.

Background

At each Village Board meeting the Village Treasurer submits a warrant register that lists bills to be paid and to ratify any wire transfers that have been made since the last Village Board meeting. Supporting materials for all bills to be paid are reviewed by Village Treasurer and one Village Trustee prior to the Village Board meeting.

Discussion & Recommendation

After completion of the review by the Village Treasurer and Village Trustee approval of Warrant #1770 is recommended.

Budget Impact

N/A

Village Board and/or Committee Action

Village Board agenda policy provides that the Approval of the Accounts Payable should be listed on the Consent Agenda

Documents Attached

Warrant Register #1770

VILLAGE OF HINSDALE

ACCOUNTS PAYABLE WARRANT REGISTER #1770

FOR PERIOD December 8, 2022 through December 29, 2022

The attached Warrant Summary by Fund and Warrant Register listing TOTAL DISBURSEMENTS FOR ALL FUNDS of \$1,414,424.43 reviewed and approved by the below named officials.

APPROVED BY _____ DATE _____
FINANCE DIRECTOR

APPROVED BY _____ DATE _____
VILLAGE MANAGER

APPROVED BY _____ DATE _____
VILLAGE TRUSTEE

Village of Hinsdale
Schedule of Bank Wire Transfers and ACH Payments
1770

Payee/ Date	Description	Vendor Invoice	Invoice Amount
Electronic Federal Tax Payment Systems			
12/9/2022	Village Payroll #25 - Calendar 2022	FWH/FICA/Medicare	\$ 79,747.75
12/22/2022	Village Payroll #26 - Calendar 2022	FWH/FICA/Medicare	\$ 102,476.03
Illinois Department of Revenue			
12/9/2022	Village Payroll #25 - Calendar 2022	State Tax Withholding	\$ 20,405.97
12/22/2022	Village Payroll #26 - Calendar 2022	State Tax Withholding	\$ 19,814.98
ICMA - 457 Plans			
12/9/2022	Village Payroll #25 - Calendar 2022	Employee Withholding	\$ 17,795.25
12/22/2022	Village Payroll #26 - Calendar 2022	Employee Withholding	\$ 17,471.09
HSA PLAN CONTRIBUTION			
12/9/2022	Village Payroll #25 - Calendar 2022	Employer/Employee Withholding	\$ 1,739.75
12/22/2022	Village Payroll #26 - Calendar 2022	Employer/Employee Withholding	\$ 1,981.33
Intergovernmental Personnel Benefit Cooperative			
		Employee Insurance	\$ -
Illinois Municipal Retirement Fund			
		Employer/Employee	\$ 65,231.95
Bond Payments:			
Amalgamated Bank	Series 2012B Bonds	Principal and Interest	14,630.52
Total Bank Wire Transfers and ACH Payments			\$ 341,294.62

Village of Hinsdale
#1770
Summary By Fund

Recap By Fund	Fund	Regular Checks	ACH/Wire Transfers	Total
General Fund	100	405,382.56	-	405,382.56
Capital Project Fund	400	158,298.73	-	158,298.73
Water & Sewer Operations	600	328,529.46	-	328,529.46
Water & Sewer Capital	620	9,750.50	-	9,750.50
Escrow Funds	720	159,952.00	-	159,952.00
SSA #13 Debt Service Fund	725	-	14,630.52	14,630.52
Payroll Revolving Fund	740	11,216.56	326,664.10	337,880.66
Total		1,073,129.81	341,294.62	1,414,424.43


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Invoice	Description	Invoice/Amount
AFLAC-FLEXONE		
22503	Payroll Run 1 - Warrant PR2225	626.44
	Check Date 12/9/2022 Total For Check # 114503	626.44
ILLINOIS FRATERNAL ORDER		
22501	Payroll Run 1 - Warrant PR2225	768.00
	Check Date 12/9/2022 Total For Check # 114504	768.00
NATIONWIDE RETIREMENT SOL		
22502	Payroll Run 1 - Warrant PR2225	825.00
	Check Date 12/9/2022 Total For Check # 114505	825.00
NATIONWIDE TRUST CO FSB		
22504	Payroll Run 1 - Warrant PR2225	3,431.48
	Check Date 12/9/2022 Total For Check # 114506	3,431.48
NCPERS GRP LIFE INS#3105		
22500	Payroll Run 1 - Warrant PR2225	192.00
	Check Date 12/9/2022 Total For Check # 114507	192.00
STATE DISBURSEMENT UNIT		
22505	Payroll Run 1 - Warrant PR2225	230.77
	Check Date 12/9/2022 Total For Check # 114508	230.77
AT&T MOBILITY		
287305163488-NOV22	PHONE CHARGES 10/26-11/25/22 PUB SAFETY	159.24
287305163488-NOV22	PHONE CHARGES 10/26-11/25/22 PUB SAFETY	1,293.07
287305163488-NOV22	PHONE CHARGES 10/26-11/25/22 PUB SAFETY	968.44
287305163488-NOV22	PHONE CHARGES 10/26-11/25/22 PUB SAFETY	42.14
	Check Date 12/15/2022 Total For Check # 114509	2,462.89
BULLSEYE TELECOM INC		
44764598	PHONE CHARGES 11/26-12/25/22	722.30
44764598	PHONE CHARGES 11/26-12/25/22	76.29
44764598	PHONE CHARGES 11/26-12/25/22	72.18
44764598	PHONE CHARGES 11/26-12/25/22	288.72
44764598	PHONE CHARGES 11/26-12/25/22	57.63
44764598	PHONE CHARGES 11/26-12/25/22	653.92
44764598	PHONE CHARGES 11/26-12/25/22	380.32
44764598	PHONE CHARGES 11/26-12/25/22	76.29
44764598	PHONE CHARGES 11/26-12/25/22	72.18



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Invoice	Description	Invoice/Amount
44764598	PHONE CHARGES 11/26-12/25/22	148.48
44764598	PHONE CHARGES 11/26-12/25/22	52.05
Check Date 12/15/2022 Total For Check # 114510		2,600.36
COMCAST		
8771201110036757	VILLAGE HALL 12/5/22-1/4/22	273.85
8771201110036807	KLM 12/5/22-1/4/22	121.85
8771201110037136	POOL 12/4/22-1/3/23	174.80
8771201110036815	WATER 12/5/22-1/4/23	174.80
8771201110036781	POLICE 12/5/22-1/4/23	121.68
Check Date 12/15/2022 Total For Check # 114511		866.98
DUPAGE WATER COMMISSION		
01-1200-00-NOV22	WATER CHARGES 10/31-11/30/22	271,918.92
Check Date 12/15/2022 Total For Check # 114512		271,918.92
TOMMY R'S CATERING		
13400-1155	RETIREMENT LUNCH-BRUTON	1,281.00
Check Date 12/15/2022 Total For Check # 114513		1,281.00
AT&T MOBILITY		
287305163654-NOV22	PHONE CHARGES 10/26-11/25/22 PUB WORKS	210.70
287305163654-NOV22	PHONE CHARGES 10/26-11/25/22 PUB WORKS	84.28
287305163654-NOV22	PHONE CHARGES 10/26-11/25/22 PUB WORKS	42.14
287305163654-NOV22	PHONE CHARGES 10/26-11/25/22 PUB WORKS	73.73
287305163654-NOV22	PHONE CHARGES 10/26-11/25/22 PUB WORKS	210.70
287305163654-NOV22	PHONE CHARGES 10/26-11/25/22 PUB WORKS	84.28
287305163654-NOV22	PHONE CHARGES 10/26-11/25/22 PUB WORKS	168.56
287305163654-NOV22	PHONE CHARGES 10/26-11/25/22 PUB WORKS	84.28
Check Date 12/20/2022 Total For Check # 114514		958.67
BMO HARRIS BANK N.A. PYMT		
NOV22	MISC CHARGES NOV22	546.00
NOV22	MISC CHARGES NOV22	235.00
NOV22	MISC CHARGES NOV22	105.19
NOV22	MISC CHARGES NOV22	52.37
NOV22	MISC CHARGES NOV22	821.18

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Invoice	Description	Invoice/Amount
NOV22	MISC CHARGES NOV22	138.16
NOV22	MISC CHARGES NOV22	120.67
NOV22	MISC CHARGES NOV22	6.99
NOV22	MISC CHARGES NOV22	238.00
NOV22	MISC CHARGES NOV22	39.92
NOV22	MISC CHARGES NOV22	252.06
NOV22	MISC CHARGES NOV22	9.44
NOV22	MISC CHARGES NOV22	19.99
NOV22	MISC CHARGES NOV22	296.00
NOV22	MISC CHARGES NOV22	367.65
NOV22	MISC CHARGES NOV22	155.30
NOV22	MISC CHARGES NOV22	13.79
NOV22	MISC CHARGES NOV22	281.33
NOV22	MISC CHARGES NOV22	0.99
NOV22	MISC CHARGES NOV22	73.92
NOV22	MISC CHARGES NOV22	73.92
NOV22	MISC CHARGES NOV22	73.92
NOV22	MISC CHARGES NOV22	14.88
NOV22	MISC CHARGES NOV22	17.49
NOV22	MISC CHARGES NOV22	15.00
NOV22	MISC CHARGES NOV22	83.41
NOV22	MISC CHARGES NOV22	72.99
NOV22	MISC CHARGES NOV22	78.46
NOV22	MISC CHARGES NOV22	23.96
NOV22	MISC CHARGES NOV22	38.99
NOV22	MISC CHARGES NOV22	42.09
NOV22	MISC CHARGES NOV22	15.99
NOV22	MISC CHARGES NOV22	169.98
NOV22	MISC CHARGES NOV22	29.48
NOV22	MISC CHARGES NOV22	9.89
NOV22	MISC CHARGES NOV22	84.99
NOV22	MISC CHARGES NOV22	-48.71
NOV22	MISC CHARGES NOV22	449.99
NOV22	MISC CHARGES NOV22	6.11
NOV22	MISC CHARGES NOV22	51.13
NOV22	MISC CHARGES NOV22	348.21
NOV22	MISC CHARGES NOV22	10.35
NOV22	MISC CHARGES NOV22	63.92



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Invoice	Description	Invoice/Amount
NOV22	MISC CHARGES NOV22	37.95
NOV22	MISC CHARGES NOV22	25.88
NOV22	MISC CHARGES NOV22	33.98
NOV22	MISC CHARGES NOV22	1,000.00
NOV22	MISC CHARGES NOV22	106.89
NOV22	MISC CHARGES NOV22	18.01
NOV22	MISC CHARGES NOV22	154.40
NOV22	MISC CHARGES NOV22	40.00
NOV22	MISC CHARGES NOV22	143.95
NOV22	MISC CHARGES NOV22	6.85
NOV22	MISC CHARGES NOV22	340.97
NOV22	MISC CHARGES NOV22	161.36
NOV22	MISC CHARGES NOV22	783.64
NOV22	MISC CHARGES NOV22	65.00
NOV22	MISC CHARGES NOV22	1,962.00
NOV22	MISC CHARGES NOV22	-120.00
NOV22	MISC CHARGES NOV22	123.00
NOV22	MISC CHARGES NOV22	140.00
NOV22	MISC CHARGES NOV22	7.55
NOV22	MISC CHARGES NOV22	92.77
NOV22	MISC CHARGES NOV22	89.96
NOV22	MISC CHARGES NOV22	96.00
NOV22	MISC CHARGES NOV22	127.07
NOV22	MISC CHARGES NOV22	65.00
NOV22	MISC CHARGES NOV22	0.99
NOV22	MISC CHARGES NOV22	69.97
NOV22	MISC CHARGES NOV22	222.00
NOV22	MISC CHARGES NOV22	375.00
NOV22	MISC CHARGES NOV22	25.00
Check Date 12/20/2022 Total For Check # 114515		11,695.58
WEX BANK		
85546057	UNLEADED FUEL NOV22	187.88
85546057	UNLEADED FUEL NOV22	785.68
85546057	UNLEADED FUEL NOV22	4,659.78
85546057	UNLEADED FUEL NOV22	677.91
85546057	UNLEADED FUEL NOV22	196.41
85546057	UNLEADED FUEL NOV22	165.62
85546057	UNLEADED FUEL NOV22	61.70



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Invoice	Description	Invoice/Amount
85546057	UNLEADED FUEL NOV22	497.01
85546057	UNLEADED FUEL NOV22	844.27
85546057	UNLEADED FUEL NOV22	-160.84
Check Date 12/20/2022 Total For Check # 114516		7,915.42
AMERICAN EXPRESS		
8-03003-121222	MISC CHARGES DEC22	25.00
8-03003-121222	MISC CHARGES DEC22	228.74
8-03003-121222	MISC CHARGES DEC22	3,000.00
8-03003-121222	MISC CHARGES DEC22	-0.46
Check Date 12/21/2022 Total For Check # 114517		3,253.28
AT & T		
63032338639258	VEECK PARK WP 12/13/22-1/12/23	540.56
Check Date 12/21/2022 Total For Check # 114518		540.56
COMCAST		
8771201110009242	PD/FD CABLE TV 12/16/22-1/15/23	77.68
8771201110009242	PD/FD CABLE TV 12/16/22-1/15/23	77.68
Check Date 12/21/2022 Total For Check # 114519		155.36
COMED		
2155025097	PD CAMERA	23.34
Check Date 12/21/2022 Total For Check # 114520		23.34
TOSHIBA FINANCIAL SERVICE		
489509992	COPIER LEASE COM DEV/PARKS 1/6/22-1/6/23	192.50
489509992	COPIER LEASE COM DEV/PARKS 1/6/22-1/6/23	82.50
Check Date 12/21/2022 Total For Check # 114521		275.00
AFLAC-FLEXONE		
22944	Payroll Run 1 - Warrant PR2226	626.44
Check Date 12/21/2022 Total For Check # 114522		626.44
NATIONWIDE RETIREMENT SOL		
22943	Payroll Run 1 - Warrant PR2226	825.00
Check Date 12/21/2022 Total For Check # 114523		825.00
NATIONWIDE TRUST CO FSB		
22945	Payroll Run 1 - Warrant PR2226	3,460.66
Check Date 12/21/2022 Total For Check # 114524		3,460.66
STATE DISBURSEMENT UNIT		
22946	Payroll Run 1 - Warrant PR2226	230.77
Check Date 12/21/2022 Total For Check # 114525		230.77



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Invoice	Description	Invoice/Amount
ELLEN GOLDRICK		
22961	PR2226 PAYCHECK - CHASE BANK ACH FAILED	2,064.11
	Check Date 12/22/2022 Total For Check # 114526	2,064.11
A BLOCK MARKETING INC		
LC00069966	WOODCHIP DISPOSAL	30.00
LC00069979	WOODCHIP DISPOSAL	60.00
LC00069994	WOODCHIP DISPOSAL	30.00
ME00068768	LOG DISPOSAL	60.00
ME00068769	WOODCHIP DISPOSAL	30.00
LC00070412	WOOD CHIP DISPOSAL	30.00
	Check Date 12/29/2022 Total For Check # 114527	240.00
ADVENTHEALTH BOLINGBROOK		
122208	DRUG SCREENINGS	450.00
	Check Date 12/29/2022 Total For Check # 114528	450.00
AIR ONE EQUIPMENT		
187839	FIRE FIGHTING HELMETS	2,423.00
	Check Date 12/29/2022 Total For Check # 114529	2,423.00
ALEXANDER EQUIPMENT		
193962	TOOLS-FORESTRY	150.00
	Check Date 12/29/2022 Total For Check # 114530	150.00
ALTORFER CAT		
6ACO67991	END LOADER HYD FITTING #8	74.25
6ACO67968	END LOADER HYD FITTING #8-SHELF PART	74.25
113022	CREDIT	-87.30
	Check Date 12/29/2022 Total For Check # 114531	61.20
ANDRZEJ JEDROL		
46	KLM CLEANING & SET UP SERVICES BOT 11/15/22	2,240.00
	Check Date 12/29/2022 Total For Check # 114532	2,240.00
APEX LANDSCAPING INC		
93228	2022 LANDSCAPE MAINTENANCE CONTRACT VOB 4/12/22	870.00
93228	2022 LANDSCAPE MAINTENANCE CONTRACT VOB 4/12/22	6,930.00
93228	2022 LANDSCAPE MAINTENANCE CONTRACT VOB 4/12/22	20,722.00
	Check Date 12/29/2022 Total For Check # 114533	28,522.00



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Invoice	Description	Invoice/Amount
ASSOC TECHNICAL SERVICES		
36329	EMERGENCY LEAK DETECTION 10/24/22	832.00
	Check Date 12/29/2022 Total For Check # 114534	832.00
ATLAS BOBCAT LLC		
BY7608	HYD TANK LEVEL PARTS #90	41.90
BY4710	SHAFT FOR BROOM #91	1,625.57
	Check Date 12/29/2022 Total For Check # 114535	1,667.47
ATLAS RESTORATION		
27367	CONT BD-212 W FOURTH #27367	500.00
	Check Date 12/29/2022 Total For Check # 114536	500.00
BACKGROUNDS ONLINE		
548038	BACKGROUND CHECK-NOV22	203.85
	Check Date 12/29/2022 Total For Check # 114537	203.85
BANNERVILLE USA		
33393	WINTER WONDERLAND SIGNS	425.00
	Check Date 12/29/2022 Total For Check # 114538	425.00
BEVERLY SNOW & ICE INC.		
60042	PARKING DECK SNOW REMOVAL YEAR #3	3,050.00
59829	SNOW REMOVAL-NOV HIGHLAND PLATFORM	3,839.00
60151	SNOW REMOVAL-DEC HIGHLAND PLATFORM	3,839.00
59828	SNOW REMOVAL-NOV MAIN STATION	5,105.00
60150	SNOW REMOVAL-DEC MAIN STATION	5,105.00
	Check Date 12/29/2022 Total For Check # 114539	20,938.00
BIO-TRON, INC.		
41678	YEARLY CARDIAC MONITOR MAINTENANCE	250.00
	Check Date 12/29/2022 Total For Check # 114540	250.00
BRAVO SERVICES, INC		
243	NOV22 CLEANING SVC	2,300.00
243	NOV22 CLEANING SVC	350.00
243	NOV22 CLEANING SVC	225.00
243	NOV22 CLEANING SVC	675.00
243	NOV22 CLEANING SVC	1,250.00
243	NOV22 CLEANING SVC	1,275.00
	Check Date 12/29/2022 Total For Check # 114541	6,075.00



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Invoice	Description	Invoice/Amount
BRIDGEPAY NETWORK SOLUTIONS		
11339	NOV 22 TRANSACTIONS	52.50
	Check Date 12/29/2022 Total For Check # 114542	52.50
BUCHALSKI, LINDSAY		
1213	PROF DESIGN SVC-CBD LANDSCAPE BEDS	425.00
	Check Date 12/29/2022 Total For Check # 114543	425.00
BUTTREY RENTAL SERVICE IN		
320109	BLOW OUT LINES	172.97
	Check Date 12/29/2022 Total For Check # 114544	172.97
CARROT-TOP INDUSTRIES,IN		
INV112488	US FLAG FOR VILLAGE HALL	399.30
	Check Date 12/29/2022 Total For Check # 114545	399.30
CCP INDUSTRIES INC		
IN03149626	PPE GLOVES	22.50
IN03149626	PPE GLOVES	22.72
IN03149626	PPE GLOVES	22.50
IN03149626	PPE GLOVES	22.50
	Check Date 12/29/2022 Total For Check # 114546	90.22
CDW-GOVERNMENT INC.		
DR48980	SOFTWARE LICENSE	1,955.41
DP42954	COMPUTER	859.59
DZ29317	KEYBOARD	64.74
FK46959	COMPUTER REPLACEMENT	872.00
FK06429	COMPUTER REPLACEMENT	1,744.00
	Check Date 12/29/2022 Total For Check # 114547	5,495.74
CHICAGO ARTISAN ROASTERS		
1203	COFFEE	90.00
	Check Date 12/29/2022 Total For Check # 114548	90.00
CHICAGO ELITE VOLLEYBALL CLUB, LLC		
0574	VOLLEYBALL THANKSGIVING CAMP	126.00
	Check Date 12/29/2022 Total For Check # 114549	126.00
CHICAGO PARTS & SOUND LLC		
2J0003941	REPLACE IN CAR LAPTOP STANDS-#40	250.00
	Check Date 12/29/2022 Total For Check # 114550	250.00



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Invoice	Description	Invoice/Amount
CHRISTOPHER B BURKE		
179662	STANDPIPE MAINTENANCE PROJ BOT-7/12/22	2,976.06
	Check Date 12/29/2022 Total For Check # 114551	2,976.06
CINTAS CORPORATION 769		
4139731658	MAT & TOWEL SVC	22.85
4139731658	MAT & TOWEL SVC	30.53
4139731658	MAT & TOWEL SVC	21.39
4139731658	MAT & TOWEL SVC	21.29
4139731658	MAT & TOWEL SVC	46.08
4139731658	MAT & TOWEL SVC	42.97
5133723568	EYE STATION INSPECTION	285.41
	Check Date 12/29/2022 Total For Check # 114552	470.52
CLARK HILL PLC		
1261666	LEGAL FEES THRU 10/31/22	281.00
1270710	LEGAL SERVICES THRU 11/30/22	284.00
	Check Date 12/29/2022 Total For Check # 114553	565.00
CLEANSWEEP		
PS488397	STREET SWEEPING	999.39
PS495082	STREET SWEEPING 1ST FULL TOWN SWEEP	9,970.64
PS502086	STREET SWEEPING-2ND FALL FULL TOWN SWEEP	9,223.14
	Check Date 12/29/2022 Total For Check # 114554	20,193.17
COEO SOLUTIONS		
1081361	HIGH SPEED INTERNET 12/1-12/31/22	1,303.55
	Check Date 12/29/2022 Total For Check # 114555	1,303.55
COMED-6112		
1653148069	TRAFFIC SIGNALS 10/26-11/28/22	40.68
	Check Date 12/29/2022 Total For Check # 114556	40.68
CONCENTRIC INTEGRATION		
0240845	SCADA SYSTEM UPGRADE-BOT 9/20/22	12,475.00
	Check Date 12/29/2022 Total For Check # 114557	12,475.00
CONSERV FS		
6420225	BAGGED SIDEWALK SALT	439.55
6420403	BAGGED SIDEWALK SALT	439.55
6419508	GRASS SEED	182.50
	Check Date 12/29/2022 Total For Check # 114558	1,061.60

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Invoice	Description	Invoice/Amount
CONSTELLATION NEWENERGY		
3631687	GAS BILLS 11/1-11/30/22	596.80
3631687	GAS BILLS 11/1-11/30/22	596.80
3631687	GAS BILLS 11/1-11/30/22	1,227.00
3631687	GAS BILLS 11/1-11/30/22	1,140.08
3631687	GAS BILLS 11/1-11/30/22	516.10
3631687	GAS BILLS 11/1-11/30/22	862.74
	Check Date 12/29/2022 Total For Check # 114559	4,939.52
CORE & MAIN LP		
R612589	WATER MAIN MATERIALS	1,937.20
R304423	CREDIT WATER MATERIALS	-23.68
R885554	SEWER GRATE	639.00
	Check Date 12/29/2022 Total For Check # 114560	2,552.52
COUNTRYSIDE CAR CARE		
177496	VEHICLE MAINTENANCE M84 MUFFLER	545.00
	Check Date 12/29/2022 Total For Check # 114561	545.00
COURTYARD CUSTOM BUILDERS INC		
26222	STMWR BD-123 N GRANT #26222	9,400.00
	Check Date 12/29/2022 Total For Check # 114562	9,400.00
CRESTWAY KLASSIC FLOORING INC		
2907	REPLACE CARPET	3,670.00
	Check Date 12/29/2022 Total For Check # 114563	3,670.00
CRITICAL REACH		
2595	CRITICAL REACH ACCESS FOR 2023	360.00
	Check Date 12/29/2022 Total For Check # 114564	360.00
CUMMINS INC		
F2-91427	GENERATOR SERVICE	624.35
F2-91427	GENERATOR SERVICE	415.78
F2-91427	GENERATOR SERVICE	415.77
F2-91427	GENERATOR SERVICE	622.52
	Check Date 12/29/2022 Total For Check # 114565	2,078.42
DAILY HERALD PADDOCK PUB		
234693	CUSTODIAL BID LEGAL NOTICE	97.20
	Check Date 12/29/2022 Total For Check # 114566	97.20
DANYLEVSKY, DEREK		
120222	UNIFORM ALLOW	394.40
	Check Date 12/29/2022 Total For Check # 114567	394.40



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Invoice	Description	Invoice/Amount
DARLING INGREDIENTS, INC		
12416220	GREASE TRAP	162.00
	Check Date 12/29/2022 Total For Check # 114568	162.00
DIRECT ADVANTAGE INC		
2048	EDITS TO PD RECRUITMENT VIDEO-2022	650.00
	Check Date 12/29/2022 Total For Check # 114569	650.00
DOCU-SHRED, INC.		
49582	DOCUMENT SHREDDING	265.00
	Check Date 12/29/2022 Total For Check # 114570	265.00
DOOR TO DOOR DIRECT		
18208	WINTER/SPRING POSTCARD DELIVERY	1,006.50
	Check Date 12/29/2022 Total For Check # 114571	1,006.50
DUPAGE COUNTY DIV OF TRAN		
5070	FD TRAFFIC SIGN	170.69
	Check Date 12/29/2022 Total For Check # 114572	170.69
DUPAGE MAYORS & MANAGERS		
11570A	NOV22 CONF MTG-BLOOM	40.00
	Check Date 12/29/2022 Total For Check # 114573	40.00
DZIERZEGA, MICHAL		
12-19-2022	TRAINING/LUNCH REIMBURSEMENT	80.32
	Check Date 12/29/2022 Total For Check # 114574	80.32
EAST AVE LACROSSE		
HINSDALEPDWINTER2022	THANKSGIVING CAMP	195.00
	Check Date 12/29/2022 Total For Check # 114575	195.00
EMERGENCY MEDICAL PROD		
2504329	MEDICAL SUPPLIES	0.90
2505861	LITTMANN STETHOSCOPE	88.32
	Check Date 12/29/2022 Total For Check # 114576	89.22
EXCELL FASTENER SOLUTIONS		
32685	CHRISTMAS WREATH WIRE FOR PARKS	87.72
	Check Date 12/29/2022 Total For Check # 114577	87.72
FACTORY MOTOR PARTS CO		
50-4226596	ALTERNATOR #846/VAPOR CANISTER #832	418.00
50-4226596	ALTERNATOR #846/VAPOR CANISTER #832	169.00
60-356452	REAR BRAKE PADS & ROTORS #20	175.23



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Invoice	Description	Invoice/Amount
	Check Date 12/29/2022 Total For Check # 114578	762.23
FORESMAN, RICHARD		
3H-O	AUDIO VIDEO SERVICE	600.00
	Check Date 12/29/2022 Total For Check # 114579	600.00
FOSTER'S TEST LANE LLC		
41485	SAFETY LANE UNITS #12 & #16	81.00
	Check Date 12/29/2022 Total For Check # 114580	81.00
FOX VALLEY FIRE & SAFETY		
IN00531105	PARKING DECK EXTINGUISHER SVC	50.00
	Check Date 12/29/2022 Total For Check # 114581	50.00
FULLERS HOME & HARDWARE		
NOV22	MISC HARDWARE NOV22	5.38
NOV22	MISC HARDWARE NOV22	180.85
NOV22	MISC HARDWARE NOV22	17.99
NOV22	MISC HARDWARE NOV22	23.98
NOV22	MISC HARDWARE NOV22	48.75
NOV22	MISC HARDWARE NOV22	17.07
NOV22	MISC HARDWARE NOV22	28.77
	Check Date 12/29/2022 Total For Check # 114582	322.79
FULLERS SERVICE CENTER IN		
65	WEEKEND CBD GARBAGE & PARKS	460.00
NOV22	NOV CAR WASHES	124.00
	Check Date 12/29/2022 Total For Check # 114583	584.00
FUN EXPRESS, LLC		
720691743-01	EVENT CRAFTS	343.68
	Check Date 12/29/2022 Total For Check # 114584	343.68
GATOR CHEF INC		
3-105075	DISHWASHING SOAP	165.15
	Check Date 12/29/2022 Total For Check # 114585	165.15
GIULIANOS PIZZA		
57	MAIN BREAK OT MEAL 11/30/22	45.00
	Check Date 12/29/2022 Total For Check # 114586	45.00
GLIOT, VERNON		
121122	UNIFORM ALLOW	53.98
	Check Date 12/29/2022 Total For Check # 114587	53.98



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Invoice	Description	Invoice/Amount
GRAINGER, INC.		
9340774364	VALVE REPLACEMENT	217.24
9543487517	BATTERIES FOR LOCATOR	38.75
Check Date 12/29/2022 Total For Check # 114588		255.99
GRANICUS		
159356	LIVE STREAM	1,292.27
Check Date 12/29/2022 Total For Check # 114589		1,292.27
HOME DEPOT CREDIT SERVICE		
111422	NOV MISC HARDWARE	109.58
111422	NOV MISC HARDWARE	212.40
111422	NOV MISC HARDWARE	47.70
111422	NOV MISC HARDWARE	71.76
111422	NOV MISC HARDWARE	821.78
111422	NOV MISC HARDWARE	199.00
111422	NOV MISC HARDWARE	239.21
111422	NOV MISC HARDWARE	348.00
111422	NOV MISC HARDWARE	216.86
Check Date 12/29/2022 Total For Check # 114590		2,266.29
HR ADVANTAGE ADVISORY LLC		
1270153	HARRASSMENT PREVENTION-TRAINING	750.00
Check Date 12/29/2022 Total For Check # 114591		750.00
HR GREEN INC		
157315	ARPA DRAINAGE DESIGN ENGINEERING	9,750.50
157314	PAVEMENT MGMT STUDY & INFRAS BOT 11/16/21	22,577.50
Check Date 12/29/2022 Total For Check # 114592		32,328.00
HUGHES ENVIRONMENTAL CONSULTING INC		
124	VEECK CSO OPERATOR-NOV FEE	400.00
Check Date 12/29/2022 Total For Check # 114593		400.00
IL LEAP		
361	MEMBERSHIP RENEW-NINA	50.00
Check Date 12/29/2022 Total For Check # 114594		50.00
ILLINOIS TRUCK ENFORCEMENT ASSOC		
271	TRAINING	100.00
Check Date 12/29/2022 Total For Check # 114595		100.00
INDUSTRIAL ELECTRIC SUPPLY		
S100018075.001	STOCK PARTS FOR VAN (STREET LIGHTS)	23.52
S100017901.001	LIGHT REPLACEMENT -PD GARAGE DOORS	695.83


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Invoice	Description	Invoice/Amount
S100018262.001	EXIT LIGHT REPAIR	45.00
	Check Date 12/29/2022 Total For Check # 114596	764.35
INNOVATION ARTS CONNECTION		
1238	FALL SESSION DANCE PARTIES	126.00
	Check Date 12/29/2022 Total For Check # 114597	126.00
INTERNATIONAL EXTERMINATO		
12-2516	PEST CONTROL SVC-DEC22	47.00
12-2516	PEST CONTROL SVC-DEC22	47.00
12-2516	PEST CONTROL SVC-DEC22	132.00
12-2516	PEST CONTROL SVC-DEC22	47.00
12-2516	PEST CONTROL SVC-DEC22	47.00
	Check Date 12/29/2022 Total For Check # 114598	320.00
INTERSTATE BILLING SERVIC		
3030444624	COOLANT HOSES #31	34.23
	Check Date 12/29/2022 Total For Check # 114599	34.23
IPWMAN		
1974	2023 ANNUAL DUES 1/23-12/23	250.00
	Check Date 12/29/2022 Total For Check # 114600	250.00
IRMA		
SALES0020440	SEPTEMBER DEDUCTIBLE	1,765.01
SALES0020440	SEPTEMBER DEDUCTIBLE	6,015.19
SALES0020440	SEPTEMBER DEDUCTIBLE	2,462.34
SALES0020515	OCTOBER DEDUCTIBLE	524.96
SALES0020515	OCTOBER DEDUCTIBLE	-6.52
SALES0020515	OCTOBER DEDUCTIBLE	1,668.25
	Check Date 12/29/2022 Total For Check # 114601	12,429.23
JAMES J BENES & ASSOC INC		
PAY #11 OCT	FY22 3RD PARTY REVIEWS	4,000.00
PAYMENT #10 OCT22	THE LANE DRAINAGE STUDY	1,276.88
PROJ #1617.000 PAY 1	THE LANE DRAINAGE STUDY	4,115.60
PAY #12	FY22 3RD PARTY REVIEWS	6,849.38
	Check Date 12/29/2022 Total For Check # 114602	16,241.86
JR LAWN SPRINKLING SYSTEMS INC		
87940	PADDLE HUT-IRRIGATION TESTING	250.00
	Check Date 12/29/2022 Total For Check # 114603	250.00


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Invoice	Description	Invoice/Amount
JUST, MARK		
111222	UNIFORM ALLOW	135.60
	Check Date 12/29/2022 Total For Check # 114604	135.60
KAMAN FLUID POWER LLC		
M37498-001	PLow HYDRAULIC FITTINGS	60.38
	Check Date 12/29/2022 Total For Check # 114605	60.38
KASPERSKI, ERIC		
112622	UNIFORM ALLOW	599.52
	Check Date 12/29/2022 Total For Check # 114606	599.52
KIPPS LAWNMOWER SALES		
510380	IGNITION KEY-HONDA BIG GENERATOR	9.85
	Check Date 12/29/2022 Total For Check # 114607	9.85
KLEIN, THORPE, JENKINS LTD		
230560-230566	LEGAL FEES THRU 11/30/22	8,641.60
	Check Date 12/29/2022 Total For Check # 114608	8,641.60
KLUBER, INC		
8183	HIGHLAND TRAIN STATION BLDG ASSESS-PAY #1	2,425.00
8220	HIGHLAND TRAIN STATION BLDG ASSESS-PAY #2	2,504.30
	Check Date 12/29/2022 Total For Check # 114609	4,929.30
KRAMER FOODS		
113022	SANTA EVENT/WINTER WONDERLAND SUPPLIES	438.34
120322	SANTA EVENT	39.57
	Check Date 12/29/2022 Total For Check # 114610	477.91
LAMBERT, PETE		
113022	UNIFORM ALLOW	122.61
	Check Date 12/29/2022 Total For Check # 114611	122.61
LINDE GAS & EQUIPMENT INC		
32535274	POOL CHEMICALS	139.77
	Check Date 12/29/2022 Total For Check # 114612	139.77
MCFARLANE DOUGLASS & CO		
343758	HOLIDAY LIGHTING & DECORATING BOT 10/4/22	5,270.00
343757	HOLIDAY LIGHTING & DECORATING BOT 10/4/22	10,997.50
	Check Date 12/29/2022 Total For Check # 114613	16,267.50
MEDINA, JOSE		
112622	UNIFORM ALLOW	311.73
	Check Date 12/29/2022 Total For Check # 114614	311.73



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Invoice	Description	Invoice/Amount
MENARDS		
9525	TARP FOR SALT PILE	33.99
9668	PLow MARKERS FOR SIDEWALKS	55.00
9181	TARP COVERS FOR SALT	65.98
10051	WREATH LIGHTS & PLUGS	126.30
10300	GATE REPAIR @ KLM	35.96
Check Date 12/29/2022 Total For Check # 114615		317.23
MICROSYSTEMS, INC.		
086298	PERMIT SCANNING TO PAPERVISION	2,515.10
Check Date 12/29/2022 Total For Check # 114616		2,515.10
MIDWEST TIME RECORDER		
188045	NOV22 PUB SVC TIME CLOCK	87.85
Check Date 12/29/2022 Total For Check # 114617		87.85
MIKE AND SON		
204	LODGE BUILDING REPAIRS	663.00
206	MEM HALL SOUTH DOORS CLEAN UP	305.00
196	MEM HALL-PEELED PAINT FROM FLOOD LOBBY	340.00
198	VH REPAIR CEMENT COLUMNS BASE	368.00
Check Date 12/29/2022 Total For Check # 114618		1,676.00
MORTON SALT INC		
5402673357	2022/23 BULK ROCK	1,692.13
5402672533	2022/23 BULK ROCK	7,091.74
5402680865	2022/23 BULK ROCK	6,382.27
Check Date 12/29/2022 Total For Check # 114619		15,166.14
MUNICIPAL EMERGENCY SVCS		
IN1789332	AIR PACK REPAIR	328.30
Check Date 12/29/2022 Total For Check # 114620		328.30
NAPA AUTO PARTS		
4343-811671	TOOLS	67.98
Check Date 12/29/2022 Total For Check # 114621		67.98
NEUCO INC		
6375100	HVAC WATER PLANT-HEAT FAN MOTORS	873.28
Check Date 12/29/2022 Total For Check # 114622		873.28
NICOR GAS		
90077900000	YOUTH CTR 11/15-12/15/22	681.12
38466010006	121 SYMONDS 11/16-12/15/22	96.34
38466010006	121 SYMONDS 11/16-12/15/22	96.35



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Invoice	Description	Invoice/Amount
13270110003	350 N VINE 11/15-12/15/22	933.46
06677356575	PLATFORM TENNIS 11/16-12/16/22	2,304.23
12952110000	5905 S COUNTY LINE 11/16-12/16/22	712.47
47370110000	VH 11/6-12/15/22	8,259.47
Check Date 12/29/2022 Total For Check # 114623		13,083.44
NORMANDY CONSTRUCTION		
26488	CONT BD-732 S THURLOW #26488	1,900.00
27011	CONT BD-2 ORCHARD PL #27011	4,000.00
Check Date 12/29/2022 Total For Check # 114624		5,900.00
NUCO2 INC		
70796573	CHEMICALS	276.65
Check Date 12/29/2022 Total For Check # 114625		276.65
OAKLEY HOME BUILDERS		
26713	CONT BD-712 E THIRD #26713	2,000.00
26352	ST MGMT-628 CHESTNUT #26352	3,000.00
26353	CONT BD-628 CHESTNUT #26353	10,000.00
26161	CONT BD-450 N GARFIELD #26161	7,500.00
27118	CONT BD-628 CHESTNUT #27118	33,000.00
Check Date 12/29/2022 Total For Check # 114626		55,500.00
OAKWOOD ELECTRIC & GENERATOR		
28501	CONT BD-3 S OAK #28501	500.00
Check Date 12/29/2022 Total For Check # 114627		500.00
301 S PARK LLC		
26140	CONT BD-301 S PARK #26140	10,000.00
Check Date 12/29/2022 Total For Check # 114628		10,000.00
301 S PARK LLC		
26139	ST MGMT-301 S PARK #26139	3,000.00
Check Date 12/29/2022 Total For Check # 114629		3,000.00
ACORN DESIGN GROUP		
28533	CONT BD-803 S LINCOLN #28533	500.00
Check Date 12/29/2022 Total For Check # 114630		500.00
ALI KHAN, NASIR		
257400	REFUND ADDL FLOOR RENTAL	1,000.00
Check Date 12/29/2022 Total For Check # 114631		1,000.00
ALI, SYED M		
STICKER #7682	REFUND VEHICLE STICKER/NOT NEEDED	48.00
Check Date 12/29/2022 Total For Check # 114632		48.00



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Invoice	Description	Invoice/Amount
ARMES, MAUREEN & NICHOLAS		
25745	STMWR BD-722 MCKINLEY #25745	3,500.00
	Check Date 12/29/2022 Total For Check # 114633	3,500.00
BAJADEK, DANIEL		
26889	CONT BD-127 W THIRD #26889	10,000.00
	Check Date 12/29/2022 Total For Check # 114634	10,000.00
BAJADEK, DANIEL		
26891	ST MGMT-127 W THIRD #26891	3,000.00
	Check Date 12/29/2022 Total For Check # 114635	3,000.00
BAZAN, AMY		
257365	PROGRAM CANCELLATION	69.00
	Check Date 12/29/2022 Total For Check # 114636	69.00
BLUE CONSTRUCTION CORP		
28601	CONT BD-5600 S WASHINGTON #28601	1,000.00
	Check Date 12/29/2022 Total For Check # 114637	1,000.00
BRADFORD & KENT		
27082	CONT BD-837 S BODIN #27082	2,250.00
	Check Date 12/29/2022 Total For Check # 114638	2,250.00
BURNS, JAMES A.		
28578	CONT BD-18 CHARLESTON RD #28578	500.00
	Check Date 12/29/2022 Total For Check # 114639	500.00
CERVENKA, AMY		
26528	KLM SECURITY DEP-EN221112 #26528	500.00
	Check Date 12/29/2022 Total For Check # 114640	500.00
CHARLESTON DEVELOPMENT GRP INC		
27302	CONT BD-707 S PARK #27302	3,000.00
	Check Date 12/29/2022 Total For Check # 114641	3,000.00
CK DEVELOPERS LLC		
28481	CONT BD-40 SPRINGLAKE #28481	500.00
	Check Date 12/29/2022 Total For Check # 114642	500.00
CONCEPT CONSTRUCTION SERVICE		
27366	CONT BD-15 SPINNING WHEEL #27366	1,000.00
	Check Date 12/29/2022 Total For Check # 114643	1,000.00


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Invoice	Description	Invoice/Amount
CUSTER, STEPHEN H		
28520	CONT BD-707 S VINE #28520	500.00
	Check Date 12/29/2022 Total For Check # 114644	500.00
FULLER, LAWRENCE		
26103	STMWR BD-23 E 59TH ST #26103	12,500.00
	Check Date 12/29/2022 Total For Check # 114645	12,500.00
GAMBLE, JASON		
27412	CONT BD-237 W 9TH ST #27412	500.00
	Check Date 12/29/2022 Total For Check # 114646	500.00
HOPKINS, SUSAN		
25942	KLM SECURITY DEP-EN221104 #25942	500.00
	Check Date 12/29/2022 Total For Check # 114647	500.00
IMRAN, IRZA		
26558	KLM SECURITY DEP-EN221120 #26558	500.00
	Check Date 12/29/2022 Total For Check # 114648	500.00
INGSTRUP PAVING INC		
27391	CONT BD-545 E CHICAGO #27391	500.00
	Check Date 12/29/2022 Total For Check # 114649	500.00
JAMES, BRENDA		
257341	OVERPAID REGISTRATION FEE	95.00
	Check Date 12/29/2022 Total For Check # 114650	95.00
JMB CARPENTRY		
28628	CONT BD-222 E HICKORY #28628	500.00
	Check Date 12/29/2022 Total For Check # 114651	500.00
LIFE LINE SCREENING		
26600	KLM SECURITY DEP-EN221107 #26600	250.00
	Check Date 12/29/2022 Total For Check # 114652	250.00
LOFTON LANDSCAPING CO		
27400	CONT BD-611 S MONROE #27400	500.00
	Check Date 12/29/2022 Total For Check # 114653	500.00
M&J ASPHALT PAVING CO INC		
METER #83880252 M&J	DEPOSIT/WATER USED	2,000.00
METER #83880252 M&J	DEPOSIT/WATER USED	-56.00
	Check Date 12/29/2022 Total For Check # 114654	1,944.00



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Invoice	Description	Invoice/Amount
MARTAM CONSTRUCTION		
METER #83880252	DEPOSIT/WATER USED	2,000.00
METER #83880252	DEPOSIT/WATER USED	-489.29
	Check Date 12/29/2022 Total For Check # 114655	1,510.71
MATHIESON HOUSE LLC		
26232	STMWR BD-636 S MADISON #26232	9,971.00
	Check Date 12/29/2022 Total For Check # 114656	9,971.00
MCGIL SERVICES INC		
28632	CONT BD-142 S STOUGH #28632	1,750.00
	Check Date 12/29/2022 Total For Check # 114657	1,750.00
MY LANDSCAPER INC		
27335	CONT BD-612 JEFFERSON #27335	500.00
	Check Date 12/29/2022 Total For Check # 114658	500.00
NAGAMINE, WAYDE		
257340	PROGRAM CANCELLATIONS	25.72
257340	PROGRAM CANCELLATIONS	384.00
257340	PROGRAM CANCELLATIONS	87.00
	Check Date 12/29/2022 Total For Check # 114659	496.72
OAKLEY HOME BUILDERS		
22087	STMWR BD-916 CLEVELAND #22087	8,681.00
	Check Date 12/29/2022 Total For Check # 114660	8,681.00
OAKLEY HOME BUILDERS		
24765	STMWR BD-441 E THIRD ST #24765	12,000.00
	Check Date 12/29/2022 Total For Check # 114661	12,000.00
POSTROZNY EDEN, CHERYL		
28516	CONT BD-15 N QUINCY #28516	500.00
	Check Date 12/29/2022 Total For Check # 114662	500.00
PRISCO, MONICA		
26562	KLM SECURITY DEP-EN221029 #26562	500.00
	Check Date 12/29/2022 Total For Check # 114663	500.00
SCHWAEGERMAN, KARLA		
25939	KLM SECUIRTY DEP-EN221105 #25939	500.00
25939	KLM SECUIRTY DEP-EN221105 #25939	-250.00
	Check Date 12/29/2022 Total For Check # 114664	250.00
SHARKEY, ERIN		
256450	CANCELLED CLASS	100.00
	Check Date 12/29/2022 Total For Check # 114665	100.00



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Invoice	Description	Invoice/Amount
SIGN WORKS		
110081	HOLIDAY EVENT BANNERS	960.00
	Check Date 12/29/2022 Total For Check # 114666	960.00
SONGCO-CHI, RUTH		
28534	CONT BD-5810 GIDDINGS #28534	500.00
	Check Date 12/29/2022 Total For Check # 114667	500.00
TERPSTRA, RYAN		
257367	KARATE CANCELLATION	162.00
	Check Date 12/29/2022 Total For Check # 114668	162.00
THE GARDEN CLUB OF HINSDALE		
24890	KLM SECURITY DEP-EN221205 #24890	200.00
	Check Date 12/29/2022 Total For Check # 114669	200.00
VLAHOS, JULIE		
257346	PROGRAM CANCELLATION	130.00
	Check Date 12/29/2022 Total For Check # 114670	130.00
WONDOFO USA		
26561	KLM SECURITY DEP-EN221115 #26561	250.00
	Check Date 12/29/2022 Total For Check # 114671	250.00
ZEMAN, KIRSTEN		
24900	KLM SECURITY DEP-EN221119 #24900	500.00
	Check Date 12/29/2022 Total For Check # 114672	500.00
ORBIS SOLUTIONS		
5573957	IT SERVICE & SUPPORT	600.00
5573957	IT SERVICE & SUPPORT	243.00
5573957	IT SERVICE & SUPPORT	1,800.00
5573957	IT SERVICE & SUPPORT	14,156.32
5573993	DOOR BELL @ KLM	55.00
5574019	CABLE RUN TEST	130.00
	Check Date 12/29/2022 Total For Check # 114673	16,984.32
PENTEGRA SYSTEMS		
65157	VIDEO MONITOR REPAIR	232.50
	Check Date 12/29/2022 Total For Check # 114674	232.50
PERMA SEAL		
27359	CONT BD-230 S MADISON #27359	500.00
	Check Date 12/29/2022 Total For Check # 114675	500.00



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Invoice	Description	Invoice/Amount
PHENEGAR, WES		
112622	UNIFORM ALLOW	119.00
	Check Date 12/29/2022 Total For Check # 114676	119.00
PHILLIPS FLORIST		
736403	FLOWERS-MOCARSKI	114.95
	Check Date 12/29/2022 Total For Check # 114677	114.95
POMPS TIRE SERVICE, INC.		
470093090	DRIVE TIRE #31	418.60
	Check Date 12/29/2022 Total For Check # 114678	418.60
PREMIER LANDSCAPE CONTRAC		
27357	CONT BD-50 KENNEDY LN #27357	500.00
	Check Date 12/29/2022 Total For Check # 114679	500.00
RAINBOW FARMS ENTERPRISES		
73672	LEAF HAULING	3,000.00
	Check Date 12/29/2022 Total For Check # 114680	3,000.00
RAY O'HERRON CO INC		
2238537	UNIFORM ALLOW	103.98
2235372	UNIFORM ALLOW	129.99
2239910	UNIFORM ALLOW	183.56
2239356	UNIFORM ALLOW	103.88
	Check Date 12/29/2022 Total For Check # 114681	521.41
RED WING BUSINESS ADVANTA		
20221210019991	UNIFORM ALLOW	206.99
20221210019991	UNIFORM ALLOW	248.48
20221210019991	UNIFORM ALLOW	202.49
2022111001991	UNIFORM ALLOW	215.99
2022111001991	UNIFORM ALLOW	477.47
20221215040764	UNIFORM ALLOW	211.19
	Check Date 12/29/2022 Total For Check # 114682	1,562.61
ROCK 'N' KIDS, INC		
HINSFII22	FALL II SESSION	357.00
	Check Date 12/29/2022 Total For Check # 114683	357.00
ROEHN, RICH		
120622	UNIFORM ALLOW	354.08
	Check Date 12/29/2022 Total For Check # 114684	354.08



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Invoice	Description	Invoice/Amount
ROSENBAUER MINNESOTA LLC		
57488	TOWER 84 REPAIR	2,387.50
	Check Date 12/29/2022 Total For Check # 114685	2,387.50
SCOTT STOMPER		
76	BROCHURE DESIGN WINTER/SPRING	1,650.00
	Check Date 12/29/2022 Total For Check # 114686	1,650.00
SIRCHIE		
0570686-IN	ET SUPPLIES	296.79
	Check Date 12/29/2022 Total For Check # 114687	296.79
SOUTH SIDE CONTROL SUPPLY		
S100817549.001	LODGE HEATING VALVE REPAIR	110.30
	Check Date 12/29/2022 Total For Check # 114688	110.30
SPORTS R US		
2643	FALL SPORTS-SESSION 1	2,600.00
2646	FALL SPORTS-SESSION 2	2,304.00
	Check Date 12/29/2022 Total For Check # 114689	4,904.00
STEITER, DANIEL D		
1065	CARPET CLEANING	616.00
	Check Date 12/29/2022 Total For Check # 114690	616.00
STEVE PIPER & SONS		
20466	TREE MAINTENANCE SVCS YR 2 BID #1675 BOT 2-1-22	998.89
20467	TREE MAINTENANCE SVCS YR 2 BID #1675 BOT 2-1-22	962.50
20468	TREE MAINTENANCE SVCS YR 2 BID #1675 BOT 2-1-22	6,390.80
	Check Date 12/29/2022 Total For Check # 114691	8,352.19
SUBURBAN CONCRETE, INC		
22069	2022 50/50 SIDEWALK PROG BOT 10/18/22	130,328.75
22070	KLM SIDE WALK PROGRAM	6,965.00
	Check Date 12/29/2022 Total For Check # 114692	137,293.75
SUBURBAN DOOR CHECK		
IN553841	REPLACE LOCKS IN BURLINGTON PARK CASES	10.00
IN553840	DUPLICATE KEYS	5.00
	Check Date 12/29/2022 Total For Check # 114693	15.00



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Invoice	Description	Invoice/Amount
SWARD, CARTER		
12-19-2022	UNIFORM ALLOW 2022- DET. SWARD	135.60
	Check Date 12/29/2022 Total For Check # 114694	135.60
TECHSYS TECH LLC		
6268	STAFF CAR REMOTE	259.90
	Check Date 12/29/2022 Total For Check # 114695	259.90
TELCOM INNOVATIONS GROUP		
A59200	PHONE SYSTEM MAINT	181.25
A59207	PHONE SYSTEM MAINT	290.00
A59296	PHONE SYSTEM MAINT	108.75
	Check Date 12/29/2022 Total For Check # 114696	580.00
TERRY PLUMBING CO		
221738	SERVICE/REPAIR	635.00
221862	LODGE PLUMBING REPAIR	724.96
	Check Date 12/29/2022 Total For Check # 114697	1,359.96
THE HINSDALEAN		
40334	MEMORIAL DAY PARADE ADS	405.00
40255	PICNIC TABLE ADS	405.00
40405	SMALL BUSINESS SATURDAY ADS	740.00
40256	SNOW SHOVELING ADS	740.00
	Check Date 12/29/2022 Total For Check # 114698	2,290.00
THE POLICE & SHERIFFS		
171129	RETIRED OFFICER 2023 ID'S	17.60
	Check Date 12/29/2022 Total For Check # 114699	17.60
THIRD MILLENIUM		
28485	UTILITY BILLING 12/5/22	1,129.04
	Check Date 12/29/2022 Total For Check # 114700	1,129.04
THOMSON REUTERS WEST		
847432879	SOFTWARE SUBSCRIP 12/01-12/31/22	240.01
	Check Date 12/29/2022 Total For Check # 114701	240.01
TOMMY R'S CATERING		
13400-1233	DUPAGE CHIEF MTG-LUNCHEON	280.00
	Check Date 12/29/2022 Total For Check # 114702	280.00
TPI BLDG CODE CONSULTANT		
202200	3RD PTY PLUMBING INSP NOV22	1,400.00
	Check Date 12/29/2022 Total For Check # 114703	1,400.00

Warrant Register 1770

Invoice	Description	Invoice/Amount
TRAFFIC CONTROL & PROTECT		
113341	TRAFFIC CONES	981.50
113342	30" HIP STOP SIGNS	2,125.00
113343	DEMO SIGNS	535.50
113329	SIGN NUTS AND BOLTS	750.00
113330	YIELD SIGNS	682.50
113328	NO PARKING SIGNS	3,408.75
500995	CBD PARKING SIGNS	2,400.00
113278	PEDESTRIAN SIGN & PORTABLE BASE	1,581.65
113409	TELSPAR & ANCHOR	3,975.00
	Check Date 12/29/2022 Total For Check # 114704	16,439.90
TRESSLER, LLP		
456860	PROF FEES THRU 11/30/22	4,151.00
	Check Date 12/29/2022 Total For Check # 114705	4,151.00
TYLER TECHNOLOGIES, INC		
045-401428	SAAS CONTRACT IMPEM-CSS ONLINE WATER BILL	640.00
	Check Date 12/29/2022 Total For Check # 114706	640.00
HD SUPPLY FACILITIES MAINTENANCE LTD		
135060	EMERGENCY GENERATOR	1,305.71
	Check Date 12/29/2022 Total For Check # 114707	1,305.71
VERIZON WIRELESS		
9921315448	PD PARKING/FD CARDIAC MONITORS	38.01
9921315448	PD PARKING/FD CARDIAC MONITORS	50.04
9921660511	PD MONTHLY USAGE	3,032.10
9921267723	IPADS/MODEMS/CAMERAS	74.57
9921267723	IPADS/MODEMS/CAMERAS	258.92
	Check Date 12/29/2022 Total For Check # 114708	3,453.64
VIAN CONSTRUCTION		
12002VR2022	EMERG VALVE INSTALL ON 2ND ST	9,985.25
	Check Date 12/29/2022 Total For Check # 114709	9,985.25
VIGILANT SOLUTIONS, LLC		
49162RI	ANNUAL SUBSCRIPTION 12/22-11/23 LPR CAMERAS	12,800.00
	Check Date 12/29/2022 Total For Check # 114710	12,800.00
VULCAN CONST MATERIALS LL		
33119116	CA-6 BACKFILL STONE FOR 2ND ST	1,397.80
	Check Date 12/29/2022 Total For Check # 114711	1,397.80



Warrant Register 1770

Invoice	Description	Invoice/Amount
WAREHOUSE DIRECT INC		
5382175-0	OFFICE SUPPLIES-ENGINEERING	26.50
5381844-0	OFFICE SUPPLIES	31.53
5377320-0	JANITORIAL SUPPLIES	237.85
5386740-0	OFFICE SUPPLIES	58.25
5388726-0	OFFICE SUPPLIES	81.76
5389983-0	OFFICE & KITCHEN SUPPLIES	50.71
5389983-0	OFFICE & KITCHEN SUPPLIES	84.18
5389983-0	OFFICE & KITCHEN SUPPLIES	84.18
5291465-0	PARKS JANITORIAL	260.02
5274542-0	JANITORIAL SUPPLIES-POOL	505.63
5271068-0	JANITORIAL-POOL LOCKER ROOM	189.33
5291469-0	JANITORIAL PUB SVC GARAGE	375.08
5291762-0	OFFICE SUPPLIES-TONER	145.40
5385406-0	OFFICE SUPPLIES	53.93
5383331-0	LODGE SUPPLIES	59.15
5383331-0	LODGE SUPPLIES	40.76
5373513-0	LODGE SUPPLIES	20.28
5373513-0	LODGE SUPPLIES	219.99
5379869-0	OFFICE SUPPLIES-PS	488.72
5394557-0	OFFICE SUPPLIES	58.58
5389331-0	PS OFFICE CHAIR MATS	467.13
C5389331-0	CREDIT PS OFFICE CHAIR MATS	-198.54
5391111-0	PS OFFICE CHAIR MATS	179.06
5387159-0	LODGE JANITORIAL SUPPLIES	186.10
5386089-0	PARKS SUPPLIES	86.02
5386089-0	PARKS SUPPLIES	32.70
5386089-0	PARKS SUPPLIES	26.46
5392889-0	LODGE SUPPLIES	53.36
5392889-0	LODGE SUPPLIES	31.54
Check Date 12/29/2022 Total For Check # 114712		3,935.66
WARREN OIL COMPANY		
W1520328	DIESEL FUEL 9/23-11/16/22	2,277.78
W1520328	DIESEL FUEL 9/23-11/16/22	837.93
W1520328	DIESEL FUEL 9/23-11/16/22	974.67
W1520328	DIESEL FUEL 9/23-11/16/22	259.02
W1520328	DIESEL FUEL 9/23-11/16/22	87.59
Check Date 12/29/2022 Total For Check # 114713		4,436.99

**Warrant Register 1770**

Invoice	Description	Invoice/Amount
WILLOWBROOK FORD INC		
6377874/1	SERVICE- SQUAD 46	10.00
6383956/1	DIAGNOSED AND INSPECT - SQUAD 32	150.00
6385438/1	SERVICE/REPLACE REMOTE BATTERY -SQUAD 40	572.17
6385050/1	SERVICE/REPLACE REAR BATTERY - SQUAD 43	536.96
	Check Date 12/29/2022 Total For Check # 114714	1,269.13
WINDY CITY NINJAS		
12122022	FALL NINJA CLASSES	840.00
	Check Date 12/29/2022 Total For Check # 114715	840.00
WINSTON & STRAWN		
2892788	LEGAL FEES THRU 10/31/22	48,939.42
	Check Date 12/29/2022 Total For Check # 114716	48,939.42
WIRFS INDUSTRIES, INC.		
33428	TOWER 84 YEARLY PUMP TEST & SERVICE	11,310.61
	Check Date 12/29/2022 Total For Check # 114717	11,310.61
ZIEBELL WATER SERVICE PRODUCTS		
260115-000	HYDRANTS FOR ANNUAL REPLACEMENT	13,095.00
	Check Date 12/29/2022 Total For Check # 114718	13,095.00
	Total For ALL Checks	1,073,129.81



Warrant Summary by Fund:

RECAP BY FUND	FUND NUMBER	FUND TOTAL
GENERAL FUND	100	405,382.56
CAPITAL PROJECTS FUND	400	158,298.73
WATER & SEWER OPERATIONS FUND	600	328,529.46
WATER & SEWER CAPITAL FUND	620	9,750.50
ESCROW FUND	720	159,952.00
PAYROLL REVOLVING FUND	740	11,216.56
	TOTALS:	1,073,129.81

END OF REPORT



Administration

AGENDA SECTION: Consent Agenda – ACA
SUBJECT: Appoint new alternate delegate to IRMA
MEETING DATE: January 3, 2023
FROM: Tom Cauley, Village President

Recommended Motion

Approve a Resolution Appointing a Delegate and Alternate Delegate to the Intergovernmental Risk Management Agency (IRMA)

Background

The Village of Hinsdale is a member of the Intergovernmental Risk Management Agency (IRMA) for risk management and liability insurance.

Each participating IRMA member is required to appoint a delegate and an alternate delegate to participate in the governance of the pool.

Village Manager Kathleen Gargano is currently named as the delegate to IRMA, and it is appropriate to appoint the Assistant Village Manager as the alternate delegate in the absence of the Village Manager.

Discussion & Recommendation

It is recommended that Ms. Andrianna Peterson, Assistant Village Manager be appointed as the new alternate IRMA delegate.

Budget Impact

None

Village Board and/or Committee Action

N/A

Documents Attached

1. Resolution

RESOLUTION NO. _____

**A RESOLUTION APPOINTING
A DELEGATE AND ALTERNATE DELEGATE
TO THE INTERGOVERNMENTAL RISK MANAGEMENT AGENCY (IRMA)**

WHEREAS, the Village of Hinsdale adopted the Contract and By-Laws of the Intergovernmental Risk Management Agency by Ordinance authorizing membership therein; and

WHEREAS, said contract provides that member units of local government shall by majority vote of its corporate authorities select one (1) person to represent that body on the Board of Directors of said Intergovernmental Agency;

BE IT RESOLVED by the CORPORATE AUTHORITIES, of the Village of Hinsdale, Cook County, Illinois, as follows:

Section 1. Kathleen Gargano, Village Manager, of the Village of Hinsdale, is hereby appointed to represent the Village of Hinsdale on the Board of Directors of said Intergovernmental Risk Management Agency.

Section 2. Andrianna Peterson, Assistant Village Manager, of the Village of Hinsdale, is hereby selected as the alternative representative to serve if Kathleen Gargano is unable to carry out her aforesaid duties as the representative of the Village of Hinsdale to said Intergovernmental Agency.

PASSED by the Board of Trustees of the Village of Hinsdale, Illinois, this ____ day of _____, 2023.

AYES: _____

NAYES: _____

ABSENT: _____

APPROVED by me this ____ day of _____, 2023.

Village President

ATTEST:

Village Clerk

Public Services & Engineering

AGENDA SECTION: Consent Agenda – EPS

SUBJECT: Sixth Street Improvements – Design Engineering

MEETING DATE: January 3, 2023

FROM: Matthew Lew, PE, Village Engineer

Recommended Motion

Award a professional services contract to HR Green, Inc., for design engineering services for Sixth Street Improvements in the amount not to exceed \$392,645.

Background

The 2023 Budget includes design engineering services for the reconstruction of Sixth Street from Garfield Street to County Line Road. The reconstruction project, scheduled in 2024, is the final improvement project within the current Master Infrastructure Plan (MIP). Staff sent a request for proposal to five engineering consulting firms who have recent, positive design engineering experience with the Village. After receiving two proposals, HR Green was selected as the most qualified firm for this project proposal.

The proposed improvements include components of a long-term sewer separation inventory and related Illinois Environmental Protection Agency (IEPA) permits. The improvement project will replace approximately 80-year-old underground infrastructure, and it will include sewer separation with new storm sewer, water main replacement, and sanitary sewer repairs. After underground improvements are completed, the roadway will be reconstructed with a surface material to be finalized during the project preliminary design and after review by the Village Board.

Discussion & Recommendation

HR Green has provided design engineering and construction observation services for numerous MIP projects in the Village. The most recent improvement project was the 2022 Asphalt Resurfacing Program. HR Green has provided satisfactory engineering services for this and other projects which were completed on-time and within budget. Village staff recommends awarding the design engineering contract to HR Green. Engineering construction observation services will be determined under a future separate 2024 contract.

Budget Impact

The project construction budget is \$4,500,000, and the proposed project design engineering budget is \$450,000. For planning purposes, staff budgeted design engineering services as 10% of the construction budget. HR Green's proposal of \$392,645 is within the available project budget of \$450,000 and represents 8.7% of the anticipated total project budget.

Village Board and/or Committee Action

At the Board of Trustees meeting on December 13, 2022, the Board approved the item to be moved to the Consent Agenda.

Documents Attached

1. Engineering Professional Services Agreement
2. Sixth Street HR Green Proposal

VILLAGE OF HINSDALE
19 E. Chicago Ave.
Hinsdale, IL 60521

ENGINEERING PROFESSIONAL SERVICES
AGREEMENT
Sixth Street Improvements
Design Engineering Services

PROFESSIONAL SERVICES AGREEMENT

BETWEEN THE VILLAGE OF HINSDALE AND
HR GREEN, INC.

This Professional Services Agreement is entered into this 3rd day of January 2023, by and between the Village of Hinsdale, an Illinois Municipal corporation (hereinafter referred to as the "Village") and HR Green, Inc. (hereinafter referred to as the "Engineer") (collectively referred to as the "Parties").

Whereas, the Village is seeking professional services for design engineering for the Sixth Street Improvement Project (herein referred to as the "Project");

Whereas, Engineer submitted a Revised Proposal dated 12/01/2022 to provide said services for the Project;

Whereas, based upon Engineer's competence and the Village's prior experience with Engineer's work quality, the Village, through the Engineering Division, has chosen Engineer for the Project;

NOW THEREFORE, Engineer agrees to perform the services set forth herein and the Village agrees to pay for said services under the following terms and conditions:

SECTION 1. DEFINITIONS.

Whenever used in this Agreement, the following terms shall have the meanings indicated and the singular shall be read to include the plural and vice versa.

A. The term "Agreement" shall mean the entire integrated agreement between Engineer and the Village setting forth the terms and conditions governing the performance of the Project.

B. The term "Change Order" the document signed by Engineer and the Village which authorizes the performance of services beyond the Scope of Work to be supplied under the Agreement, which is issued on or after the Effective Date of this Agreement.

C. The "Engineer" shall mean HR Green, Inc., its employees, agents, subcontractors, duly authorized representatives or others performing work on its behalf. To the extent any work performed under this Agreement is performed by subcontractors, the term "Engineer" shall include such subcontractors.

D. The term "Deliverable" shall mean the plans, specifications, documents, reports, or other item to be prepared and completed by Engineer pursuant to this Agreement.

E. The terms "Includes" and "Including" shall not be construed as limited to.

F. The term "May" is permissive; except the phrase "no person may" shall mean that no person is required, authorized, or permitted to do the act prohibited.

G. The terms "Provide" "Furnish" and "Perform" shall be deemed to imply an obligation on the part of Engineer to obtain, deliver and pay for any material, product, service or other incidental item required under the Agreement, and includes an obligation on the part of Engineer to supply and pay for all labor and services necessary to properly complete the Work, and/or put into and otherwise make ready for its intended use any deliverable, service, item or other Work required by the Agreement.

H. The term "Shall" is imperative.

I. The term "Project" means the scope, extent, or amount of services, deliverables, items, or labor related to the design engineering for the Sixth Street Improvement Project as more fully described of Exhibit "A" attached hereto.

J. The terms "Statute," "Law," "Regulation" and "Ordinance" shall be deemed to include all revisions, amendments, and supplements.

K. The term "Village" shall mean the Village of Hinsdale, an Illinois Municipal Corporation, its officers, directors, trustees, authorized representatives and employees.

L. The term "Work" shall mean the all services, labor, materials, equipment, and services provided or to be provided by the Engineer under the Agreement.

SECTION 2. GENERAL REQUIREMENTS-ENGINEER.

A. Engineer agrees to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. Engineer shall have sole responsibility for the design engineering, development of contract documents, and related services that meets the Village's performance expectations and satisfies any applicable state, federal or local laws or regulations.

B. Engineer's role with respect to the Project is solely that of an independent contractor. No right of review; requirement of approval; or other provision of this Agreement or subsequent conduct between the Parties shall be construed to create a relationship between the Parties as that of employer-employee principal and agent, partners, or joint ventures. Engineer shall have no authority or right to enter into any contract, or incur any debt or liability of any nature in the name of, or on behalf of, the Village.

C. Engineer shall not be performing any services with respect to construction oversight. Accordingly, Engineer shall have neither control over or charge of, nor be responsible for the means, methods, techniques, performance or sequence of construction, nor the assurance of site or employee safety. The Village shall cause these contractor responsibilities to be set forth in any subsequent contract to be entered into for construction and installation. It shall be the authority of the Village, not the Engineer, to stop the work of any contractor or any subcontractor on the Project.

D. Engineer to the best of its knowledge represents that it shall have the Intellectual Property rights (including, but not limited to, patent, copyright, trademark, service mark, or trade secret rights) to any Deliverable that will be provided to the Village during the performance of this Agreement and that transfer of said Deliverables to the Village shall not violate or infringe upon the Intellectual Property rights of any third party.

E. Engineer agrees to perform no professional services during the term of the contract for any person, firm or corporation, for any project or work that may be subject to the Village's review/inspection, to occur or occurring within the corporate limits of the Village, or contiguous to the corporate limits of the Village without notification to the Village prior to rendering services. Engineer agrees to provide the Village with written notification whenever the services provided under this Agreement shall require Engineer to review or inspect work performed by any other firm or corporation for whom Engineer is or has within the previous twelve (12) months provided professional services, or with any of Engineer's partners or principals have a financial interest. The Village may at its discretion disqualify Engineer from participation as representative of the Village in such projects.

F. Engineer represents that its employees, agents and subcontractors currently hold, and shall maintain throughout the completion of the Work, all required licenses, permits and certificates, and have duly registered and otherwise complied in all respects with any applicable federal, state and local laws, regulations and ordinances applicable to the performance of this Agreement.

G. Engineer agrees to perform the services contemplated under this Agreement in a timely manner, with completion no later than 04/01/2024.

SECTION 3. GENERAL REQUIREMENTS-VILLAGE.

A. The Village agrees to provide full information regarding requirements for and about the Project, including the Village's objectives, schedule, constraints, criteria, special equipment, systems and site requirements. To the extent additional information readily available to the Village is requested by Engineer during the performance of the Project, the Village shall provide said information promptly and without cost or expense to the Engineer.

B. The Village agrees to provide timely review of any reports, drafts or other materials as requested by Engineer.

SECTION 4. SCOPE OF SERVICES.

A. As more fully set forth in its proposal dated 12/01/2022, attached hereto as Exhibit "A", Engineer agrees to provide all labor, materials, expertise, services and consultation related to the design engineering, development of contract documents, and related services for the Project. Exhibit "A" is incorporated herein by reference except for the General Terms and Conditions attached thereto and except to the extent any term in Exhibit "A" is inconsistent with the terms in this Agreement.

B. Engineer shall have the sole and ultimate responsibility for designing and drafting documents that meet the Village's performance expectations and satisfy all applicable laws, regulations and requirements of any federal, state, local or other regulatory

authority.

SECTION 5. COMPENSATION AND PAYMENT FOR ENGINEER'S SERVICES.

A. Contract Amount.

Engineer agrees to provide the professional services and deliverables set forth in the Scope of Work, and the Village agrees to compensate Engineer for said performance, the Contract Amount of not-to-exceed \$392,645.

B. Hourly Rates and Costs.

Compensation for the services set forth in the Scope of Work shall be computed on the basis of the schedule of hourly rates for the professional services set forth in Exhibit "A." The Contract Amount includes Engineer's direct costs.

C. The Village agrees to make payments and to pay interest on unpaid balances under the provisions of the Local Government Prompt Payment Act. However, in no event shall Engineer be reimbursed for work performed that exceeds the Contract Amount without the Village's prior written consent and authorization.

D. Engineer shall submit invoices no more than once per month. Invoices shall provide a detailed breakdown of the amount billed, including the name, title, rate of pay, hours worked and services rendered by each individual during the period stated. Invoices shall be submitted in duplicate and shall reflect all prior amounts billed and paid to date. Invoices shall be accompanied by a progress report setting forth the rates of completion for all tasks scoped and for all deliverable products. Invoices shall not be deemed due unless and until a progress report has been submitted.

SECTION 6. DELIVERY AND OWNERSHIP OF DOCUMENTS.

A. All Deliverables, including but not limited to, any plans, specifications, reports, or other project documents prepared by Engineer pursuant to this Agreement shall be the exclusive property of the Village and Engineer shall provide such work product to the Village immediately upon request or upon the expiration or termination of this Agreement.

B. The Deliverables prepared by Engineer pursuant to this Agreement are intended for the express and sole use of the Village for this Project only. Any reuse by the Village on extensions of the Project or any other project or, any modification of the Deliverables by the Village without the specific written verification or adaptation by Engineer, shall be at Village's sole risk. Engineer shall not be liable for any damage or loss resulting from said reuse or modification by the Village.

C. Engineer shall provide the Village with the Deliverables both printed form and electronically. All reports and related information shall be compatible with of "Microsoft Word 2003," by Microsoft Corporation, or latest version; all spreadsheets and related information shall be compatible with "Microsoft Excel 2003" by Microsoft Corporation, or latest version; and all CAD related information shall be compatible with "AutoCAD 2008" by Autodesk Corporation, or latest version. Deliverables in printed form shall be of a quality that assures total reproducibility by the Village. In the event of conflict between printed and electronic documents, the printed deliverable controls.

D. Upon the condition that Engineer has received the prior written consent of the Village, Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Village's confidential and proprietary information if the Village has previously advised the Engineer in writing of the specific information considered by the Village to be confidential and proprietary.

SECTION 7. INSURANCE.

A. Scope of Coverage and Amounts.

During the term of the Project, Engineer shall procure and maintain insurance against all claims for injury to or death of a person or persons or damage to property, which are caused from the intentional, willful and wanton, or negligent performance of the services hereunder by Engineer. The scope of coverage shall be at least as broad as, and shall be in amounts not less than, the following:

1. Commercial General Liability, with the Village as an additional insured, \$1,000,000 combined single limit per occurrence for personal bodily injury and property damage. The general aggregate shall be no less than \$2,000,000.
2. Business Auto Liability, \$1,000,000 combined single limit per accident for bodily injury and property damage;
3. Workers Compensation and Employers' Liability in amounts required by statute (the policy shall include a 'waiver of subrogation');
4. Umbrella Coverage- \$2,000,000 per occurrence; and,
5. Professional Liability – \$1,000,000 each claim covering negligent acts, errors, and omissions in connection with professional services to be provided by Engineer under this Agreement, and providing for indemnification and defense for injuries arising out of same, with a deductible not-to-exceed \$50,000 without prior written approval.

If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of this Agreement. In the event the policy is cancelled, not renewed or switched to an occurrence form, the Engineer shall purchase supplemental extending reporting period coverage for a period of not less than three (3) years.

B. Upon execution of this Agreement, Engineer shall furnish to the Village satisfactory proof of coverage of the above insurance requirements. Such proof shall consist of certificates executed by the respective insurance companies together with executed copies of an "Additional Insured Endorsement" in a form acceptable to the Village. Said certificates shall expressly provide that, for the duration of the Agreement, the insurance policy shall not be suspended, cancelled, or reduced in coverage or amount. In addition, said certificates shall list the Village and its corporate authorities, officials, agents and employees as an additional insured on all required insurance policies except the policy for professional liability and workers' compensation.

1. All insurance required herein of Engineer shall be valid and enforceable policies, insured by insurers licensed and permitted to do business by the State of Illinois or surplus line carriers qualified to do business in the State of Illinois. All insurance carriers and surplus line carriers shall be rated A-, VII or better by A.M. Best Company.

2. Engineer shall require all subcontractors not protected under the Engineer's policies to take out and maintain insurance of the same nature, in the same amounts and under the same terms as required herein of Engineer. Engineer shall confirm subcontractor compliance with the requirements stated herein prior to the performance of any Work by a subcontractor.

3. Engineer expressly understands and agrees that any insurance policies required to be maintained pursuant to this Agreement shall in no way limit the degree, amount, or extent of Engineer's responsibility to indemnify, keep and save harmless the Village, their officers, agents, employees, representatives and assigns. Engineer's insurance coverage (both primary and excess) shall be primary as respect to any insurance or self-insurance maintained by the Village, which said insurance of the Village shall solely be excess of Engineer's insurance and shall not contribute with Engineer's insurance coverage.

SECTION 8. CHANGES IN WORK.

A. The Village reserves the right to request additional work or services beyond that stated in the Scope of Work or, to delete certain work or services currently set forth in the Scope of Work. Any such changes by the Village shall not invalidate the Agreement or relieve the Engineer of any obligations under this Agreement. Changes to the Work shall be authorized in writing and executed by the Parties. Engineer shall not proceed with any extra work unless and until a Change Order is executed by the Parties.

B. Unless otherwise agreed, the Village shall compensate Engineer for any extra work according to the rates set forth in Exhibit "A" to this Agreement. Engineer shall not be entitled to an adjustment to the Contract Amount for any work performed outside the scope of the Agreement and for which no prior written authorization by the Village was obtained; or, for work which exceeds the Contract Amount or other agreed upon pricing and for which no Change Order was executed prior to exceeding the Contract Amount.

SECTION 9. USE OF SUBCONTRACTORS AND CONFLICTS OF INTEREST.

Except as otherwise stated herein, Engineer may elect to use subcontractors to perform certain portions of the services to be provided under this Agreement; however, Engineer shall perform the majority of the work on the Project. Any use of subcontractors shall require the prior written approval of the Village, said approval shall not be unreasonably withheld. Engineer shall not be entitled to any payment for services performed by subcontractors for whom prior written approval of the Village was not obtained. Engineer shall remain ultimately responsible for all work performed with respect to the Project and shall ensure that subcontractors comply with the terms stated in this Agreement.

SECTION 10. INDEMNIFICATION.

A. Engineer shall hold harmless, and indemnify the Village, its corporate authorities, trustees, officers, directors, and employees from and against any and all injury, death, loss, property damage, judgments, liens, claims, suits, liabilities, actions, causes of action, demands, expenses, costs, or other liabilities of any character (including reasonable attorney's fees) to the extent arising out of: (a) failure to comply with, or violation of, any known federal, state or local law, statute, regulation, rule, ordinance, order, or governmental directive; (b) negligent acts, omissions or willful misconduct; (c) failure to comply with the terms, conditions, or representations contained in the Agreement; (d) infringement of any patent, trademark or copyright; and, e) performance under this Agreement by Engineer, its Subcontractors, or others performing or furnishing any Work directly or indirectly on Engineer's behalf. The terms of this indemnity shall survive the suspension, expiration or termination of this Agreement.

B. The Village shall hold harmless, and indemnify Engineer, its corporate authorities, trustees, officers, directors, agents, assigns, and employees from and against any and all injuries, deaths, losses, judgments, claims, suits, liabilities, actions, demands, expenses, costs, including reasonable attorney's fees, to the extent arising out of negligent acts, omission, or willful misconduct in the performance under this Agreement by the Village, its employees, officers, directors, agents, or others working on its behalf, except that arising out of the sole legal cause of the Engineer. Nothing in this paragraph, however, shall be construed to create an obligation, right of action, or right of recovery that would otherwise not exist at law or in equity. Nor shall the terms of this paragraph be construed as a waiver by the Village of any right or defense it has, or otherwise would have had at law or in equity, but for this paragraph.

C. Kotecki Waiver. Engineer (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees and waives any limitation of liability defense based upon the Worker's Compensation Act and cases decided there under. Engineer agrees to indemnify and defend the Village from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, which the Village may sustain as a result of personal injury claims by Engineer's employees, except to the extent those claims arise as a result of the Village's or own negligence.

D. In any contract the Village may subsequently enter into for construction related to the Project, the Village agrees to use its best efforts to require the contractor to indemnify, hold harmless, and defend the Engineer, its officers, employees and agents from and against any and all claims, suits, demands, liabilities, losses, damages, and costs, including but not limited to costs of defense, arising in whole or in part out of any act or omission of the contractor, its employees, agents, and subcontractors, or anyone for whose acts contractor may be liable.

SECTION 11. COMPLIANCE WITH LAWS.

A. Engineer agrees and represents to the best of its ability that it will comply with all applicable laws, regulations and rules promulgated by any federal, state, local, or other governmental authority or regulatory body, now in effect or which may be in effect during this Project. The scope of the laws, regulations, and rules referred to in this paragraph include, but in no way are limited to, the Illinois Human Rights Act, Illinois Equal Pay Act of 2003, Occupational Safety & Health Act, all forms of traffic regulations, public utility, Interstate and

Intrastate Commerce Commission regulations, Workers' Compensation Laws, Prevailing Wage Laws, USA Security Act, federal Social Security Act (and any of its titles), and any other law, rule or regulation of the Illinois Department of Labor, Department of Transportation, Illinois Department of Human Rights, Human Rights Commission, or EEOC.

B. Without limiting the generality of the foregoing, pursuant to the requirements of Illinois law concerning public contracts, Engineer shall comply with each of the following as may be applicable:

1. Sexual Harassment Policy. Engineer represents that it has a written sexual harassment policy defining sexual harassment as required in Section 2-105 of the Ill. Human Rights Act. 775 ILCA 5/1-105, *et seq.*
2. Tax Payments. Engineer represents that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as set forth in 65 ILCS 5/11-42.1-1.
3. Equal Pay Act of 2003. Engineer, and all subcontractors thereof, shall at all times comply with the provisions of the Illinois Equal Pay Act of 2003, 820 ILCS 112/1, *et seq.*
4. Public Works Employment Discrimination Act. The Engineer represents that it will comply with the Illinois Public Works Employment Discrimination Act (775 ILCS 10/0.01, *et seq.*) which prohibits unlawful discrimination by any entity in the contracting for or performance of all public contracts with the State of Illinois and all of its political subdivisions. As required by this State Act, all of its provisions are incorporated herein by reference and are reprinted below.
5. Illinois Human Rights Act-Equal Opportunity Clause. Engineer represents that it is an "Equal Opportunity Employer" as defined by federal and state laws and regulations, and agrees to comply with the Illinois Department of Human Rights (IDHR) Equal Opportunity clause as required by the IDHR's Regulations (44 Ill. Admin. Code, Part 750, Appendix A), which is considered to be part of any public contract or purchase agreement. As required by State law and IDHR Regulation, the Equal Opportunity clause is reprinted below.

EQUAL EMPLOYMENT OPPORTUNITY

In the event of the Engineer's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Engineer may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Engineer agrees as follows:

- 1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, military status, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- 2) That, if it hires additional employees in order to perform this contract or any

portion thereof, it will determine the availability (in accordance with the Department's Rules) of minorities and women in the areas from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, military status, or an unfavorable discharge from military service.

4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Engineer's obligations under the Illinois Human Rights Act and the Department's Rules. If any such labor organization or representative fails or refuses to cooperate with the Engineer in its efforts to comply with such Act and Rules, the Engineer will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations hereunder.

5) That it will submit reports as required by the Department's Rules, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules.

6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules.

7) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the Engineer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Engineer will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

ILLINOIS PUBLIC WORKS EMPLOYMENT DISCRIMINATION ACT

10/1. Discrimination in employment prohibited

§ 1. (a) No person shall be refused or denied employment in any capacity on the ground of unlawful discrimination, as that term is defined in the Illinois Human Rights Act, nor be subjected to unlawful discrimination in any manner, in connection with the contracting for or the performance of any work or service of any kind, by, for, on behalf of, or for the benefit of this State, or of any department, bureau, commission, board, or other political subdivision or agency thereof.

(b) The Illinois Human Rights Act applies to all contracts identified in subsection(a).

10/2. Deemed incorporated in contract

§ 2. The provisions of this Act shall automatically enter into and become a part of each and every contract or other agreement hereafter entered into by, with, for, on behalf of, or for the benefit of this State, or of any department, bureau, commission, board, other political subdivision or agency, officer or agent thereof, providing for or relating to the performance of any of the said work or services or of any part thereof.

10/3. Includes independent contractors. etc.

§ 3. The provisions of this Act also shall apply to all contracts entered into by or on behalf of all independent contractors, subcontractors, and any and all other persons, association or corporations, providing for or relating to the doing of any of the said work or the performance of any of the said services, or any part thereof.

10/4. Deduction from compensation

§ 4. No Engineer, subcontractor, nor any person on his or her behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work for the benefit of the State or for any department, bureau, commission, board, other political subdivision or agency, officer or agent thereof, on account of race, color, creed, sex, religion, physical or mental handicap unrelated to ability, or national origin; and there may be deducted from the amount payable to the Engineer by the State of Illinois or by any municipal corporation thereof, under this contract, a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Act.

10/5. Recovery by injured person

§ 5. Any person, agency, corporation or association who violates any of the provisions of this Act, or who aids, abets, incites or otherwise participates in the violation of any of the provisions, whether the violation or participation therein occurs through action in a private, public or in any official capacity, shall be guilty of a petty offense for each and every violation or participation therein with respect to each person aggrieved thereby, to be recovered by each such aggrieved person, or by any other person to whom such aggrieved person shall assign his cause of action, in the circuit court in the county in which the plaintiff or the defendant shall reside.

10/6. Violations; punishment

§ 6. Any person who or any agency, corporation or association which shall violate any of the provisions of the foregoing sections, or who or which shall aid, abet, incite or otherwise participate in the violation of any of the said provisions, whether the said violation or participation therein shall occur through action in a private, in a public, or in any official capacity, shall also be deemed guilty of a petty offense for each and every said violation or participation or, in the case of non-corporate violators, or participators, of a Class 8 misdemeanor.

10/7. To be inscribed in contract

§ 7. The provisions of this Act shall be printed or otherwise inscribed on the face of each contract to which it shall be applicable, but their absence there from shall in no wise prevent or affect the application of the said provisions to the said contract.

10/8. Partial invalidity: construction

§ 8. The invalidity or unconstitutionality of any one or more provisions, parts, or

sections of this Act shall not be held or construed to invalidate the whole or any other provision, part, or section thereof, it being intended that this Act shall be sustained and enforced to the fullest extent possible and that it shall be construed as liberally as possible to prevent refusals, denials, and discriminations of and with reference to the award of contracts and employment hereunder, on the ground of race, color, creed, sex, religion, physical or mental handicap unrelated to ability, or national origin.

SECTION 12. SUSPENSION AND TERMINATION OF SERVICES.

A. Suspension of Work

The Village may, at any time, by written notice to the Engineer require the Engineer to stop all, or any part, of the Work required by the Agreement. Upon receipt of such a notice, the Engineer shall immediately comply with its terms and take all steps to minimize the occurrence of costs allocable to the Work covered by the notice. Engineer shall, upon receipt of notice of suspension, identify in writing all Work that must be completed prior to suspension of the Work, including all Work associated with suspension that must be performed. With respect to Work so identified by Engineer and approved by the Village, the Village will pay for the necessary and reasonable costs associated with that Work. Engineer shall not be entitled to any claim for lost profits due to the suspension of the Work by the Village.

B. Termination of Agreement

1. The Village reserves the right to terminate the whole or any part of this Agreement, without cause, upon ten (10) calendar day's written notice to the Engineer.
2. The Village reserves the right to terminate the whole or any part of this Agreement, upon ten (10) calendar day's written notice to the Engineer in the event of default by the Engineer.

a. Default is defined as the failure by Engineer to correct defective Work as required; the persistent failure to carry out the Work in accordance with the Agreement; or, the failure to make sufficient progress to endanger timely completion of the Work.

b. Engineer shall also be deemed in default if the Engineer: 1) is adjudged bankrupt or insolvent, or makes a general assignment for the benefit of creditors or if a trustee or receiver is appointed for the Engineer or for any of the Engineer's property on account of the Engineer's insolvency, and the Engineer or its successor in interest does not provide adequate assurance of future performance in accordance with the Agreement within 10 days of receipt of a request for assurance from the Village; 2) repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment; 3) repeatedly fails to make prompt payments to Subcontractors or suppliers at any tier, or for labor, materials or equipment; 4) disregards laws, ordinances, rules, codes, regulations, orders or similar requirements of any public entity having jurisdiction; or 5) otherwise violates any material term of the Agreement.

c. If Engineer shall assign this Agreement or abandon the Work or shall neglect or refuse to comply with the instructions of the Village relative thereto or shall fail in any manner to comply with the specifications or stipulations herein contained or if at any time the Village shall be of the opinion that the Work is unnecessarily delayed and will not be finished within the prescribed time, or that unnecessary inconvenience is being

imposed upon the public or unnecessary expense is being incurred by the Village for inspection and supervision, the Village shall notify the Engineer, in writing, to that effect. If the Engineer does not, within five (5) calendar days thereafter, take such measures as will in the judgment of the Village ensure the satisfactory completion of the Work within the prescribed time or prevent unnecessary inconvenience to the public or prevent unnecessary expense to the Village, then the Village may take such actions as deemed necessary, at the cost to the Engineer, to correct such delay or, the may declare the Engineer to be in default and terminate the Agreement.

3. Upon receipt of notice of termination, Engineer shall identify in writing all Work that must be completed prior to termination of the Work, including all Work associated with termination that must be performed. Only with respect to Work so identified by Engineer and pre-approved by the Village, the Village will pay for the necessary and reasonable costs associated with that Work. Engineer shall not be entitled to any claim for lost profits due to the termination of the Work by the Village.

SECTION 13. NOTICES.

All notices, communications and/or demands given pursuant hereto shall be in writing and shall be deemed sufficient if sent by certified mail, return receipt requested, addressed as set forth at the following addresses, or at such other addresses as the Parties may designate by written notice in the manner aforesaid:

If to Village:

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

If to Engineer:

T. Scott Creech
HR Green, Inc.
323 Alana Drive
New Lenox, IL 60451

The date of mailing shall be deemed the date of service. Either Party may change the address for notice by the aforesaid procedure.

SECTION 14. MISCELLANEOUS PROVISIONS.

A. Assignment.

Engineer shall not assign this Agreement or any portion thereof. The merger, consolidation, or liquidation of Engineer or any change in the ownership of or power to vote 33 and 1/3% or more of Engineer's capital stock, as held as of the date of execution of this Agreement, shall be deemed an assignment, provided however, that transfer of ownership of shares of capital stock between persons who, on the date of this Agreement, are owners of Engineer's capital stock, shall not constitute an assignment.

B. Governing Law.

For any legal action between the Parties concerning the interpretation, construction and enforcement of this Agreement, or subject matter thereof, venue shall be in Cook County, Illinois and the laws of the State of Illinois shall govern the cause of action. In any action involving the interpretation or construction of the terms herein, this Agreement shall not be construed in favor of, or against, either Party.

C. Captions.

The captions set forth herein are inserted solely for ease and convenience of reference and are not intended to provide a basis for the construction and interpretation of this Agreement.

D. Entire Agreement.

This Agreement contains all negotiations, agreements, covenants and understandings between the Parties and supersedes any such prior written or oral agreement. This Agreement may not be modified or amended unless such modification or amendment is evidenced in writing, signed by both Parties and dated on the same date as, or later date than, the date of this Agreement.

E. Waiver.

The failure of either Party to enforce any term, condition, or covenant (herein referred to as "provision") of this Agreement shall not be deemed a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with such provision and every other provision of this Agreement. No provision of this Agreement shall be deemed to have been waived by either Party unless such waiver is in writing by said Party.

F. Third Party Beneficiaries.

Nothing contained in this Agreement shall be construed to create enforceable rights in favor of any third party not a party hereto, or a contractual relationship with, or a cause of action in favor of, any third party against either the Village or Engineer.

G. Survival.

The aforesaid covenants, agreements, representations and warranties shall survive the expiration or termination of the Agreement.

IN WITNESS WHEREOF, the Village of Hinsdale and Engineer, by their duly authorized representatives, have hereunto set their hands.

Accepted this ____ day of _____ 2023,

Engineering Consultant

By: _____

(Printed Name and Title)

Accepted this 3rd day of January 2023,

The Village of Hinsdale, Illinois

By: _____

Kathleen A. Gargano, Village Manager

Exhibit A – HR Green, Inc. Proposal dated 12/01/2022



EXHIBIT - A

PROFESSIONAL SERVICES AGREEMENT

For

HINSDALE – SIXTH STREET IMPROVEMENTS PROJECT – NO. 1688 SURVEYING SERVICES, PHASE I/II DESIGN/CONTRACT PLAN PREPARATION

Matthew Lew, P.E., LEED Green Associate
Village of Hinsdale
19 East Chicago Avenue
Hinsdale, IL 60521-3489
630-789-7000

T. Scott Creech, P.E.
HR Green
323 Alana Drive
New Lenox, IL 60451
HR Green Project Number: 2202521

November 14, 2022
Revised: December 1, 2022

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THIS **AGREEMENT** is between Village of Hinsdale (hereafter "CLIENT") and HR GREEN, INC. (hereafter "COMPANY").

1.0 Project Understanding

1.1 General Understanding

The proposed scope of services, associated fees, and deliverables required are based on the Hinsdale Village Request for Proposal (RFP) from Mr. Matthew Lew, P.E. Engineer at the Village of Hinsdale for Sixth Street Improvements Design Engineering Services request dated August 29, 2022.

The Village of Hinsdale desires to reconstruct East Sixth Street from South Garfield Street to County Line Road. The full project is within the Village jurisdiction. The project is in the "Robbins Park Historic District" and is approximately 2,580 feet in gross length. The existing roadway section consists of brick paver surface anticipated to be set on aggregate base course. It is anticipated that the existing brick street will be reconstructed with a brick surface and pavement system that will be determined within this project scope of services. New water main construction with services and sanitary sewer separation with new storm sewer and inlets are improvements that will be included within this project as well.

Throughout the project length, the base width of the brick paver roadway is approximately 30 feet wide with brick pavers stacked vertically on both north and south roadway edges forming an in situ retaining system. The stacked pavers vary in height from approximately 12" to 24" +/- high and retain earth, sod, trees, and various utilities within both north and south parkways adjacent to Sixth Street. Within the north project parkway and adjacent residential driveways, existing utilities include a 4" water main, overhead electric line, private sprinkler systems, nuisance sump pump outlets at various locations, and the potential for heated driveway systems. Within the roadway limits an existing combined sanitary sewer with periodic storm inlet connections exist within the project limits. Within the south project parkway and adjacent residential driveways, existing utilities include private sprinkler systems, nuisance sump pump outlets at various locations, some sanitary and storm structures, and the potential for heated driveway systems. Existing rideability and roadway drainage conditions within the project limits are poor.

Specific improvements envisioned to occur within this project scope are providing design concept alternatives with associated costs to retain the existing brick paver street character associated with the Historic District. Utility reconstruction improvements throughout the project limits are to include a new 8-inch water main with services and fire hydrants to replace the existing 4-inch main which is outdated and undersized. The existing combined sanitary/storm sewer system will be separated from Garfield to Oak Street as mandated specifically by the IEPA. Several nuisance sump pumps will be identified and connected to the new storm sewer system which will connect to a previously improved storm sewer located at the intersection of Elm St. Street lighting and new sidewalk improvements are not included in the project scope and budget.

The services required for this project are to include survey, preliminary and final design, bid/construction document preparation, and bidding assistance for utility improvements; street reconstruction with brick paver and potentially Hot Mix Asphalt (HMA) pavement combination surface depending on budgetary constraints and stakeholder input;

combination concrete curb and gutter replacement; full water main replacement; combined sewer separation with new storm sewer, including sump pump connection for at least five (5) locations); and concrete sidewalk and ramp replacement as required for ADA compliance. It is not anticipated that the project will include ornamental street lighting and therefore design services for this are not included herein.

It is understood that ARPA, MFT, and Village Funding will be utilized for the Design, Construction Observation and Construction of the proposed improvements for Sixth Street. The design and construction efforts shall follow local procurement and construction procedures, standards, and policies.

Further detail of the COMPANY's services is provided in the Scope of Services section located below.

1.2 Design Criteria/Assumptions

The plans will be prepared in accordance with CLIENT ordinances, standard details, and specifications and standard design guidelines from Illinois Department of Transportation (IDOT) Standards for Road and Bridge Construction, as applicable.

2.0 Scope of Services

The CLIENT agrees to employ COMPANY to perform the following services:

2.1 Surveying Services

A. Topographic Survey -

i. Right-of-Way

COMPANY will recover existing ROW evidence for approximately 2,580 feet along 6th Street from Garfield Street to County Line Road. COMPANY will calculate the existing ROW as shown on the provided ROW documents and recorded plat of subdivision to include on the base map.

ii. Field Survey

Topographic Survey will include that part of 6th Street including 50 feet along each side street within the limits specified above and extend 10 feet beyond the existing ROW lines. The topographic survey will include cross-sections at 50-foot intervals and at all driveway locations. The survey will include visible existing features and improvements. Existing utilities will be surveyed from visible flags or markings. Storm sewer, sanitary sewer and water main structures will be surveyed, including rim elevation, invert pipe size, direction and elevation as observed at unlocked manholes. Trees lying within the limits described above and having a diameter of four (4) inches or greater will be located, but the species not identified. The survey will reference existing NGS control stations, Illinois State Plane Coordinate System East Zone NAD83 (2011) and NAVD88 (US Survey Feet).

iii. Topographic Survey Base Map

COMPANY will generate a MicroStation V8i SS10 drawing/base map, and terrain model including one (1) foot contour intervals, of the existing features collected within the project limits according to IDOT standards. The topographic survey base map will show tags to existing visible utilities and features, where appropriate. The topographic data collected will be used specifically for in-house

design. Additionally, a Topographic Survey Plat is requested by CLIENT and is included within this proposal/agreement.

2.2 Preliminary Engineering Phase I Services

- A. Preliminary Phase I Abbreviated Report - The Village is planning to fund East Sixth Street Improvements project with ARPA, MFT, and local funding. The use of the noted funding does not require a Preliminary Engineering - Phase I study or report. However, due to the historic and aesthetic features of the East Sixth Street Improvements project an abbreviated Preliminary Engineering - Phase I design and subsequent Project Development Report (PDR) is recommended. This, in our opinion is a prudent step toward a successful project improvement completion. HR Green anticipates preparing an abbreviated Preliminary Engineering (Phase I) report (PDR), following the Illinois Department of Transportation (IDOT) standard PDR components and elements, to the extent as applicable to this unique project.
- B. Project Kickoff Meeting - Following the notice to proceed as received from the Village, our project team will immediately meet with Village staff to conduct a project team kick-off meeting to review and confirm the scope of the project, project schedule, and any specific key elements of the project. It is our proven experience that this kick-off meeting key to initiating and facilitating open and direct communication within the project team confirming our understanding and approach are in line with that of the Village staff and leadership.
- C. Early Utility Coordination and Data Gathering - Following the kick-off meeting our team will initiate a design JULIE ticket request to gather utility mapping and contact information for the public utilities located within the project limits. We will request the Village of Hinsdale provide a location of their water and sewer mains and services. With the completion of the utility location markings, the HR Green team will deploy our experienced survey crew to provide topographic and right of way research and field survey.
- D. Geotechnical Engineering & Analysis Services - Congruently with the survey task progress, our Geotechnical Sub- consultant will mobilize for field borings and soil sampling. Our project team includes Seeco Consultants who will bring forth their expertise in geotechnical engineering and soils assessment and analysis providing applicable forms 662 & 663 associated with any excess soils associated with the roadway and underground utility construction that will be needed to be removed from the site and properly disposed of by the project contractor. For the scope of improvements specified for this project, COMPANY anticipates that eight (8) soil borings to ten (10') feet depth. Borings will provide geotechnical information as well as chemical analysis by an environmental laboratory for specific parameters which will be documented on IEPA LPC-663 form. Seeco Consultants proposed scope of services are fully detailed in Exhibit B of this agreement/proposal.
- E. Conceptual Design and Development of Opinion of Probable Construction Cost Estimates – Upon completion of the survey and once the utility mapping information are gathered and drafted, the project team will develop design conceptual plans, typical sections, and key design elements such as roadway horizontal and vertical alignments and preliminary cross sections at twenty-foot intervals and driveways. We anticipate these conceptual design elements will be developed to a level to provide preliminary opinions of construction costs. We understand that we will be providing at least three concept designs and related cost estimates to be presented to and evaluated with the

Village staff. Our proposed team, as previously noted herein, has been assembled specifically for this project and its historic brick paver element. Our team of professionals has insights from our similar experience with design, construction and maintenance of brick paver infrastructure improvements that will be utilized to assist with the development of the roadway concept plans. Our project specific experience may result in one or two additional concepts or variations thereof. A few of these key design elements, that we believe should be conceptually considered, are specific paver patterns and banding elements; base course and spacing material components; proven paver drainage systems; and paver salvage and manufacturer recommendations. All of the key design element specifics have the potential to provide project benefits resulting in cost savings, construction and maintenance efficiencies, and pavement surface durability/longevity.

- F. Preliminary Utility Design – COMPANY will review available sanitary sewer mapping and televising documentation to determine sanitary sewer rehabilitation and/or reconstruction recommendations. The recommendations will be submitted to CLIENT for review and approval. Upon receipt of preliminary design approval COMPANY will proceed to Final Design development with the rehabilitation and/or reconstruction design.

COMPANY will provide investigative due diligence to determine and document the existence of lead water services within the project limits. The due diligence steps typically and are anticipated to include research and review any CLIENT held documentation for the residences within the project limits; provide informational handouts to residents soliciting applicable water service information; requesting permission to visually inspect water service connections at the homeowners meter, documenting all finding; and lastly providing a summary report memo for the CLIENT's records. All determined lead services will be included in the Final Design Phase II documents for bidding and reconstruction from the new service valve to the resident's meter.

2.3 Final Engineering Phase II Services

- A. Final Design Phase II & Bid Document Development - Based on the results of the public informational meetings and subsequent Village staff and leadership input during the Phase I Preliminary Design efforts, HR Green will design and develop the bid/construction plans and special provisions required for this project's local letting within the proposed project schedule detailed below.

The contract documents will be prepared for predetermined milestone submittals at 60% (preliminary), 90% (pre-final), and 100% (final/for bid). At these milestone submittals, the contract documents will be distributed to Village staff, utility companies, and any permitting/oversight agencies, as necessary for review. Comments received will be addressed and a disposition of comments provided to the Village at each stage of plan development.

The contract plans are anticipated to include the following sheet formatting as required for a Village Local letting:

- Cover Sheet
- Index/List of Standards/General Notes
- Summary of Quantities
- Typical Sections
- Alignment, Ties & Benchmarks
- Suggested Maintenance of Traffic Typical Sections & Schematic(s)
- Existing Condition Site Demolition Plans (20 scale)
- Proposed Plan and Profile Sheets, including water main, sanitary, and storm sewer design information (20 scale)
- Detailed Sidewalk & Retaining Wall Grading Plans and Details, as necessary (10 scale)
- Erosion Control & Landscaping Plans (20 scale)
- Pavement Markings (20 scale)
- Cross Section Sheets
- Construction Details

It is not anticipated that ornamental street lighting will be included in this project scope. However, if street lighting is deemed to be desired within this project scope HR Green has experienced staff to provide design of required site electric plans and required details, with an amendment to this proposal/agreement.

- B. Quality Assurance/Quality Control - A Quality Assurance and Quality Control (QA/QC) engineer, as well as a construction engineer, will review all construction documents prior to their submittals to be certain of their completeness, accuracy, and constructability. HR Green has incorporated into our QC/QA process a constructability review provided by an experience construction engineer, which we have found to be extremely beneficial to providing cost effective designs and minimizing potential delays during construction.
- C. Project Specifications - Project specifications will also be prepared by COMPANY to accompany the plans. The project specifications will provide detailed procedures and specific contractor guidelines to complete the work. The specification package will also include permits obtained, and the storm water pollution prevention plan (SWPPP), should the improvements encompass over one (1) acre of land disturbance. Preparation of the SWPPP will include selection of appropriate source controls and flow controls for the site conditions; maintenance and inspection procedures; and an erosion control plan providing locations of the controls and details. The special provisions and details for the water main and storm sewer shall be

based on standard open cut methods to allow for disconnection and reconnection of the utility service lines. Specifications and details for trenchless utility construction shall be included for select segments if it is determined by the COMPANY to be the most efficient method of construction due to project constraints

- D. Development of Opinion of Probable Construction Costs - COMPANY will develop and submit opinions of probable construction cost (OPCC) at each milestone stage for the improvements. The cost estimates will be updated and refined throughout the design process so that the CLIENT always has the most current cost estimate in conjunction with design progression. The final estimate of cost will represent COMPANY's opinion regarding future contractor bid proposals. Recent and historical unit price data for the region will be used to refine the estimate. As the cost estimates are continually updated, HR Green will typically contact various area contractors to discuss current pricing to deliver an OPCC which is thought to be an adequate estimate of construction costs.
- E. Project Permitting Services - The construction of the proposed work is anticipated to require diligent coordination and permitting from several agencies. During preliminary and final engineering design development, COMPANY will prepare and submit permitting applications as required to the below noted agencies for review and approval. Additionally, COMPANY will coordinate with permit agencies, track permit submittals, and facilitate the permit approvals per standard practice of these services. Permit Fees will be billed thru the proposal/agreement and submitted to CLIENT as direct cost items. It is anticipated that EcoCat will be required for IEPA Notice of Intent application for NPDES permit. This is estimated to cost \$129.00 and included in direct costs.
- Notice of Intent/Notice of Termination submittal to IEPA.
 - Storm Water Pollution Prevention Plan submittal to IEPA.
 - Water Main Construction Permit to IEPA for all water main construction locations.
- F. Meetings, Coordination, and Administration - Multiple coordination meetings will be required during engineering design and development of the construction documents. Anticipated meetings will be required with Village staff. Initially a kickoff meeting will be held as the first of an interactive working relationship to reinforce Village objectives as they relate to economical and functional design, to define scope, to exchange available information, and to coordinate an effective project schedule. The key project coordination and meetings anticipated include:
- Kickoff meeting with Village staff
 - Project Neighborhood & Stakeholders Meetings - It is anticipated that one (1) public informational meeting will be held: one (1) meeting early during Final Design Phase II
 - Progress meeting at the completion of Phase I and start of Phase II Design Phases

- Design review meetings one each at the completion of the Phase II Preliminary Design (60%) and Pre-final plans (90%), and Final Plans (100%)

COMPANY shall prepare meeting minutes and distribution to meeting attendees. The required number of meetings is estimated as noted below for the purposes of said contract scope and fees. The meetings may differ from this contract as directed by the CLIENT and are subject to additional compensation per contract addendum.

This task also involves the management oversight of the project which will include the on-going review of the project design, schedule and budget, contract file management, general coordination and correspondence between COMPANY, the CLIENT, the review agencies, and subcontractors.

G. Project Bidding Services -

- COMPANY will assist the CLIENT in advertisement for bid. It is assumed that the fees for advertisement are not included in this contract proposal but are to be paid for by the CLIENT as a reimbursement or directly.
- COMPANY will attend one (1) bid opening meeting at the CLIENT and provide bid evaluation input and a recommendation of award to the CLIENT.

3.0 Deliverables and Schedules Included in this Contract

Anticipated Deliverables –

- A. Draft Abbreviated Project Development Report for Client Comments
- B. Final Abbreviated Project Development Report
- C. Preliminary Design Documents (60% completion) for Client & Agency Comments
- D. Pre-Final Bid/Construction Documents (90% completion) for Client & Agency Comments
- E. Final Bid/Construction Documents (100% completion)
- F. Engineer's Opinion of Probable Construction Costs: Six (6) total, included: 3 Concept Design's and one each for Preliminary, Pre-Final, and Final Bid/Construction Document submittals

Anticipated Project Schedule-

- Design Notice to Proceed following Village Board – January 2023
- Concept Development & OPCCs – April 2023
- Stakeholder/Community Outreach Meetings – May & Sept. 2023
- Phase I Completion – End of June 2023
- 60% Phase II Submittal to CLIENT– August 2023
- 90% Phase II Submittal to CLIENT– October 2023
- Final P, S, & E for Bidding – January 2024
- Construction Request for Bids Advertised – February 2024
- Local Bid Opening using ARPA/MFT guidelines – by Early March 2024
- Construction Start – April 2024
- Construction Substantial Completion – By December 2024

This schedule was prepared to include reasonable allowances for review and approval times required by the CLIENT and public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project requested by the CLIENT or for delays or other causes beyond the control of COMPANY.

4.0 Items not included in Agreement/Supplemental Services

- A. Environmental studies beyond the Abbrev. Phase 1 document included herein*;
- B. Location Drainage Study services*;
- C. Structural design services*;
- D. Floodplain analysis/study service*;
- E. Wetland delineation/mitigation services*;
- F. Right of way and easement plat preparation*;
- G. Construction staking and layout*; and
- H. Record Drawings (by Contractor)*.

*COMPANY can provide services as required with addendum to Agreement.

COMPANY shall not supervise, direct or have any control over the contractor's work. COMPANY shall not have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the contractor. Also, COMPANY is not responsible for the contractor's safety precautions or programs in connection with this work. These rights and responsibilities are solely those of the contractor.

COMPANY shall not be responsible for any acts or omissions of the contractor, subcontractor or any entity performing any portion of the work, or any agents or employees of any of them. COMPANY does not guarantee the performance of the contractor and shall not be responsible for the contractor's failure to perform its work in accordance with the contract drawings and documents.

Supplemental services not included in the agreement can be provided by COMPANY under separate agreement, if desired.

5.0 Services by Others

- A. COMPANY has included budgetary amount for geotechnical soil borings and analysis services by a qualified geotechnical sub-consultant to COMPANY for the following services:
 - a. Eight (8) soil borings to ten (10') feet depth, two per block for the proposed project. Borings are to provide geotechnical assessment and for discrete chemical analysis by environmental laboratory for specific parameters and documentation on IEPA LPC-663 form as part of IEPA requirements for Source Site Certification and Demolition Debris/Uncontaminated Soil Fill Operation (CCDD). If no samples display an elevated PID reading, then the soil will be assumed to be, to the best of our knowledge, clean, uncontaminated fill material. See Exhibit B for specific scope of services for COMPANY's geotechnical sub-consultant.

6.0 Client Responsibilities

Information required to be provided by the CLIENT as part of this contract includes:

- A. Review and input regarding Conceptual Designs items.
- B. Construction schedule expectations;
- C. Existing utility mapping and atlases;
- D. Existing right of way information;
- E. Available soils data;
- F. Existing pavement composition and thickness;
- G. Available/applicable studies by others;
- H. CLIENT design guidelines;
- I. CLIENT Code of Ordinances; and
- J. Review of Preliminary (60%); Pre-Final (90% completion); and Final Bid/Construction Documents (100% completion).

7.0 Professional Services Fee

7.1 Fees

The fee for services will be based on COMPANY standard hourly rates current at the time the agreement is signed. These standard hourly rates are subject to change upon 30 days' written notice. Non salary expenses directly attributable to the project such as: (1) living and traveling expenses of employees when away from the home office on business connected with the project; (2) identifiable communication expenses; (3) identifiable reproduction costs applicable to the work; and (4) outside services will be charged in accordance with the rates current at the time the work is done.

7.2 Invoices

Invoices for COMPANY's services will be submitted, on a monthly basis. Invoices will be due and payable upon receipt in accordance with the Illinois Prompt Payment Act 50ILCS 505. If any invoice is not paid within these timelines, COMPANY may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT, suspend or terminate the performance of services.

7.3 Extra Work

Any work required but not included as part of this contract shall be considered extra work. Extra work will be billed on a Time and Material basis with prior approval of the CLIENT.

7.4 Exclusion

This fee does not include attendance at any meetings or public hearings other than those specifically listed in the Scope of Services. These work items are considered extra and are billed separately on an hourly basis.

7.5 Payment

The CLIENT AGREES to pay COMPANY on the following basis:

Time and material basis with a Not to Exceed fee of **\$392,645.00**.

ITEM	MAN-HOURS	LABOR COST	DIRECT COST (1)	SUB CONSULTING
2.1 Surveying Services				
Topographic Survey	140	\$ 20,608.00	\$ 400.00	
2.2 Preliminary Eng. Services				
Preliminary Engineering Phase I	566	\$ 77,840.00	\$ 994.00	
Preliminary Phase I Meetings (see Mtgs. section below)	n/a			
2.3 Final Eng. Services				
Final Engineering Phase II	1,446	\$ 196,329.00	\$ 2,300.00	
Meetings, Coordination, Administrative & QC/QA	466	\$ 84,468.00	\$ 596.00	
Geotechnical Borings & CCDD Analysis (8 borings)	n/a			\$ 9,110.00
Subtotals:	2,618	\$ 379,245.00	\$ 4,290.00	\$ 9,110.00
Contract Total:			\$ 392,645.00	

(1) Direct Costs - Includes Postage, Mileage for meetings/Field Visits, anticipated Permit Fees, & Plotting Costs.

Details are available upon request.

8.0 Terms and Conditions

The following Terms and Conditions are incorporated into this AGREEMENT and made a part of it.

8.1 Standard of Care

Services provided by COMPANY under this AGREEMENT will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality.

8.2 Entire Agreement

This AGREEMENT and its attachments constitute the entire understanding between CLIENT and COMPANY relating to COMPANY's services. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein are of no effect. Subsequent modifications or amendments to this AGREEMENT shall be in writing and signed by the parties to this AGREEMENT. If the CLIENT, its officers, agents, or employees request COMPANY to perform extra services pursuant to this AGREEMENT, CLIENT will pay for the additional services even though an additional written agreement is not issued or signed.

8.3 Time Limit and Commencement of Services

This AGREEMENT must be executed within ninety (90) days to be accepted under the terms set forth herein. The services will be commenced immediately upon receipt of this signed AGREEMENT.

8.4 Suspension of Services

If the Project or the COMPANY'S services are suspended by the CLIENT for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this AGREEMENT, the COMPANY shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the CLIENT shall compensate the COMPANY for expenses incurred as a result of the suspension and resumption of its services, and the COMPANY'S schedule and fees for the remainder of the Project shall be equitably adjusted.

If the COMPANY'S services are suspended for more than ninety (90) days, consecutive or in the aggregate, the COMPANY may terminate this AGREEMENT upon giving not less than five (5) calendar days' written notice to the CLIENT.

If the CLIENT is in breach of this AGREEMENT, the COMPANY may suspend performance of services upon five (5) calendar days' notice to the CLIENT. The COMPANY shall have no liability to the CLIENT, and the CLIENT agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this AGREEMENT by the CLIENT. Upon receipt of payment in full of all outstanding sums due from the CLIENT, or curing of such other breach which caused the COMPANY to suspend services, the COMPANY shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

8.5 Books and Accounts

COMPANY will maintain books and accounts of payroll costs, travel, subsistence, field, and incidental expenses for a period of five (5) years. Said books and accounts will be available at all reasonable times for examination by CLIENT at the corporate office of COMPANY during that time.

8.6 Insurance

COMPANY will maintain insurance for claims under the Worker's Compensation Laws, and from General Liability and Automobile claims for bodily injury, death, or property damage, and Professional Liability insurance caused by the negligent performance by COMPANY's employees of the functions and services required under this AGREEMENT.

8.7 Termination or Abandonment

Either party has the option to terminate this AGREEMENT. In the event of failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, then the obligation to provide further services under this AGREEMENT may be terminated upon seven (7) days' written notice. If any portion of the services is terminated or abandoned by CLIENT, the provisions of this Schedule of Fees and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the services not terminated or abandoned. If said termination occurs prior to completion of any phase of the project, the fee for services performed during such phase shall be based on COMPANY's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse COMPANY for termination costs.

8.8 Waiver

COMPANY's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

8.9 Severability

If any provision of this AGREEMENT is declared invalid, illegal, or incapable of being enforced by any Court of competent jurisdiction, all of the remaining provisions of this AGREEMENT shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

8.10 Successors and Assigns

All of the terms, conditions, and provisions hereof shall inure to the benefit of and are binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this AGREEMENT shall be made without written consent of the parties to this AGREEMENT.

8.11 Third-Party Beneficiaries

Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the COMPANY. The COMPANY's services under this AGREEMENT are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against the COMPANY because of this AGREEMENT or the performance or nonperformance of services hereunder. The CLIENT and COMPANY agree to require a similar provision in all contracts with contractors, subcontractors, sub-consultants, vendors and other entities involved in this project to carry out the intent of this provision.

8.12 Governing Law and Jurisdiction

The CLIENT and the COMPANY agree that this AGREEMENT and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Illinois without regard to any conflict of law provisions, which may apply the laws of other jurisdictions.

It is further agreed that any legal action between the CLIENT and the COMPANY arising out of this AGREEMENT or the performance of the services shall be brought in a court of competent jurisdiction in the State of Illinois.

8.13 Dispute Resolution

Mediation. In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and COMPANY agree that all disputes between them arising out of or relating to this AGREEMENT shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The CLIENT and COMPANY further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

8.14 Attorney's Fees

If litigation arises for purposes of collecting fees or expenses due under this AGREEMENT, the Court in such litigation shall award reasonable costs and expenses, including attorney fees, to the party justly entitled thereto. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

8.15 Ownership of Instruments of Service

All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents including all documents on electronic media prepared by COMPANY as instruments of service shall remain the property of COMPANY. COMPANY shall retain these records for a period of five (5) years following completion/submission of the records, during which period they will be made available to the CLIENT at all reasonable times.

8.16 Reuse of Documents

All project documents including, but not limited to, plans and specifications furnished by COMPANY under this project are intended for use on this project only. Any reuse, without specific written verification or adoption by COMPANY, shall be at the CLIENT's sole risk, and CLIENT shall defend, indemnify and hold harmless COMPANY from all claims, damages and expenses including attorneys' fees arising out of or resulting therefrom.

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by the COMPANY, and the COMPANY makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the COMPANY be liable for indirect or consequential damages as a result of the CLIENT's use or reuse of the electronic files.

8.17 Failure to Abide by Design Documents or To Obtain Guidance

The CLIENT agrees that it would be unfair to hold COMPANY liable for problems that might occur should COMPANY'S plans, specifications or design intents not be followed, or for problems resulting from others' failure to obtain and/or follow COMPANY'S guidance with respect to any errors, omissions, inconsistencies, ambiguities or conflicts which are detected or alleged to exist in or as a consequence of implementing COMPANY'S plans, specifications or other instruments of service. Accordingly, the CLIENT waives any claim against COMPANY, and agrees to defend, indemnify and hold COMPANY harmless from any claim for injury

or losses that results from failure to follow COMPANY'S plans, specifications or design intent, or for failure to obtain and/or follow COMPANY'S guidance with respect to any alleged errors, omissions, inconsistencies, ambiguities or conflicts contained within or arising as a result of implementing COMPANY'S plans, specifications or other instruments of service. The CLIENT also agrees to compensate COMPANY for any time spent and expenses incurred remedying CLIENT's failures according to COMPANY'S prevailing fee schedule and expense reimbursement policy.

8.18 Opinion of Probable Construction Cost

As part of the Deliverables, COMPANY may submit to the CLIENT an opinion of probable cost required to construct work recommended, designed, or specified by COMPANY, if required by CLIENT. COMPANY is not a construction cost estimator or construction contractor, nor should COMPANY'S rendering an opinion of probable construction costs be considered equivalent to the nature and extent of service a construction cost estimator or construction contractor would provide. This requires COMPANY to make a number of assumptions as to actual conditions that will be encountered on site; the specific decisions of other design professionals engaged; the means and methods of construction the contractor will employ; the cost and extent of labor, equipment and materials the contractor will employ; contractor's techniques in determining prices and market conditions at the time, and other factors over which COMPANY has no control. Given the assumptions which must be made, COMPANY cannot guarantee the accuracy of its opinions of cost, and in recognition of that fact, the CLIENT waives any claim against COMPANY relative to the accuracy of COMPANY'S opinion of probable construction cost.

8.19 Design Information in Electronic Form

Because electronic file information can be easily altered, corrupted, or modified by other parties, either intentionally or inadvertently, without notice or indication, COMPANY reserves the right to remove itself from its ownership and/or involvement in the material from each electronic medium not held in its possession. CLIENT shall retain copies of the work performed by COMPANY in electronic form only for information and use by CLIENT for the specific purpose for which COMPANY was engaged. Said material shall not be used by CLIENT or transferred to any other party, for use in other projects, additions to this project, or any other purpose for which the material was not strictly intended by COMPANY without COMPANY's express written permission. Any unauthorized use or reuse or modifications of this material shall be at CLIENT'S sole risk. Furthermore, the CLIENT agrees to defend, indemnify, and hold COMPANY harmless from all claims, injuries, damages, losses, expenses, and attorneys' fees arising out of the modification or reuse of these materials.

The CLIENT recognizes that designs, plans, and data stored on electronic media including, but not limited to computer disk, magnetic tape, or files transferred via email, may be subject to undetectable alteration and/or uncontrollable deterioration. The CLIENT, therefore, agrees that COMPANY shall not be liable for the completeness or accuracy of any materials provided on electronic media after a 30-day inspection period, during which time COMPANY shall correct any errors detected by the CLIENT to complete the design in accordance with the intent of the contract and specifications. After 40 days, at the request of the CLIENT, COMPANY shall submit a final set of sealed drawings, and any additional services to be performed by COMPANY relative to the submitted electronic materials shall be subject to separate agreement. The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the COMPANY and electronic files, the signed or sealed hard-copy construction documents shall govern.

8.20 Information Provided by Others

The CLIENT shall furnish, at the CLIENT's expense, all information, requirements, reports, data, surveys and instructions required by this AGREEMENT. The COMPANY may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The COMPANY shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the CLIENT and/or the CLIENT's consultants and contractors.

COMPANY is not responsible for accuracy of any plans, surveys or information of any type including electronic media prepared by any other consultants, etc. provided to COMPANY for use in preparation of plans. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the COMPANY from any damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of or connected in any way with the services performed by other consultants engaged by the CLIENT.

COMPANY is not responsible for accuracy of topographic surveys provided by others. A field check of a topographic survey provided by others will not be done under this AGREEMENT unless indicated in the Scope of Services.

8.21 Force Majeure

The CLIENT agrees that the COMPANY is not responsible for damages arising directly or indirectly from any delays for causes beyond the COMPANY's control. CLIENT agrees to defend, indemnify, and hold COMPANY, its consultants, agents, and employees harmless from any and all liability, other than that caused by the negligent acts, errors, or omissions of COMPANY, arising out of or resulting from the same. For purposes of this AGREEMENT, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; disease epidemic or pandemic; failure of any government agency to act in a timely manner; failure of performance by the CLIENT or the CLIENT'S contractors or consultants; or discovery of any hazardous substances or differing site conditions. Severe weather disruptions include but are not limited to extensive rain, high winds, snow greater than two (2) inches and ice. In addition, if the delays resulting from any such causes increase the cost or time required by the COMPANY to perform its services in an orderly and efficient manner, the COMPANY shall be entitled to a reasonable adjustment in schedule and compensation.

8.22 Job Site Visits and Safety

Neither the professional activities of COMPANY, nor the presence of COMPANY'S employees and sub-consultants at a construction site, shall relieve the general contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. COMPANY and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The CLIENT agrees that the general contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the CLIENT's AGREEMENT with the general contractor. The CLIENT also agrees that the CLIENT, COMPANY and COMPANY'S consultants shall be indemnified and shall be made additional insureds on the general contractor's and all subcontractor's general liability policies on a primary and non-contributory basis.

8.23 Hazardous Materials

CLIENT hereby understands and agrees that COMPANY has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at CLIENT's premises, or in connection with or related to this project with respect to which COMPANY has been retained to provide professional services. The compensation to be paid COMPANY for said professional services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold COMPANY, its officers, directors, employees, and consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, or consequential, including, but not limited to, attorney fees and Court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkalis, toxic chemicals, liquids gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

It is acknowledged by both parties that COMPANY'S Scope of Services does not include any services related to asbestos or hazardous or toxic materials. In the event COMPANY or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of COMPANY'S services, COMPANY may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until the CLIENT retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrants that the job site is in full compliance with applicable laws and regulations.

Nothing contained within this AGREEMENT shall be construed or interpreted as requiring COMPANY to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 et seq., as amended, or within any State statute governing the generation, treatment, storage, and disposal of waste.

8.24 Certificate of Merit

The CLIENT shall make no claim for professional negligence, either directly or in a third party claim, against COMPANY unless the CLIENT has first provided COMPANY with a written certification executed by an independent design professional currently practicing in the same discipline as COMPANY and licensed in the State in which the claim arises. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a design professional performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to COMPANY not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any judicial proceeding.

8.25 Limitation of Liability

In recognition of the relative risks and benefits of the Project to both the CLIENT and the COMPANY, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and sub-consultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and sub-consultants shall not exceed \$50,000.00, or the COMPANY'S total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

8.30 Construction Observation

COMPANY shall visit the project at appropriate intervals (as described in the scope of services) during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. The CLIENT has not retained COMPANY to make detailed inspections or to provide exhaustive or continuous project review and observation services. COMPANY does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project.

If the CLIENT desires more extensive project observation or full-time project representation, the CLIENT shall request in writing such services be provided by COMPANY as Additional Services in accordance with the terms of the AGREEMENT.

8.37 Municipal Advisor

The COMPANY is not a Municipal Advisor registered with the Security and Exchange Commission (SEC) as defined in the Dodd-Frank Wall Street Reform and Consumer Protection Act. When the CLIENT is a municipal entity as defined by said Act, and the CLIENT requires project financing information for the services performed under this AGREEMENT, the CLIENT will provide the COMPANY with a letter detailing who their independent registered municipal advisor is and that the CLIENT will rely on the advice of such advisor. A sample letter can be provided to the CLIENT upon request.

This AGREEMENT is approved and accepted by the CLIENT and COMPANY upon both parties signing and dating the AGREEMENT. Work cannot begin until COMPANY receives a signed agreement. The effective date of the AGREEMENT shall be the last date entered below.

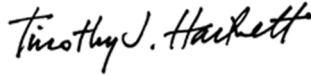
Sincerely,

HR GREEN, INC.



T. Scott Creech, P.E.

Approved by:



Printed/Typed Name: Timothy J. Hartnett

Vice President/Practice Leader of

Title: Governmental Services - Midwest Date: 12/01/2022

Village of Hinsdale

Accepted by: _____

Printed/Typed Name: _____

Title: _____ Date: _____

REQUEST FOR BOARD ACTION

Public Services &
Engineering

AGENDA SECTION: Consent – EPS

SUBJECT: Contract Award – Standpipe Rehabilitation Project

MEETING DATE: January 3, 2023

FROM: George Peluso, Director of Public Services

Recommended Motion

Award a contract for rehabilitation of the Village's standpipe to Era Valdivia Contractors, Inc. in the amount of \$1,212,800.

Background

Constructed in 1956, the 2,000,000 gallon Hinsdale standpipe is located adjacent to Hinsdale Central High School. The standpipe is a critical piece of infrastructure that serves as water storage, a system pressure fluctuation controller, fire protection provider, and the SCADA (electronic water control) system catalyst. The Hinsdale standpipe was last painted in 2003. In June, the Village contracted with Christopher B. Burke Engineering (CBBEL) for inspection, design, and construction engineering services for this project. The standpipe was inspected this summer and a full blast/recoating of the interior and exterior of the structure was recommended. Several other smaller improvements were also recommended including improvements to pit piping, repairs to the concrete foundation, and certain safety enhancements.

Discussion & Recommendation

Following the completion of the inspection, engineering plans and bidding documents were prepared. On November 14, 2022, sealed bids were opened for this project. The Village received four (4) bid proposals. The bid results are as follows:

Contractor	Bid Amount
Era Valdivia	\$1,212,800
Jetco, Ltd.	\$1,499,139
Neumann Co.	\$1,614,500
Tecorp, Inc.	\$1,717,100
<i>Engineer's Estimate</i>	<i>\$1,553,500</i>

The references submitted by Era Valdivia include the Villages of Downers Grove and Orland Park as well as the Village's water supplier, DuPage Water Commission (DWC). In addition, CBBEL has had positive experiences working with Era Valdivia on similar tank rehabilitation projects.

Another aspect of this project that is important to take into consideration is the relocation and reinstallation of telecomm provider cellular equipment that is located on top of the standpipe. Prior to commencement of the standpipe rehabilitation, telecomm providers are required to remove their equipment from the standpipe and install it on temporary monopoles that will be constructed on the property. A layout for the proposed monopole locations is attached. Per the Village's lease agreements, the Village is required to cover the cost of the reinstallation of the cellular equipment upon completion of the project. Currently, the Village has lease agreements with 3 cellular providers and an IGA with DU-COMM for dispatch services equipment. Staff is awaiting final numbers for the reinstallation of the equipment but estimates the costs to be approximately \$300,000.

Construction on the standpipe rehabilitation will begin in the spring dependent upon the weather. The project is expected to be completed within 120 days.

Budget Impact

Included in the CY2023 is \$2,000,000 for the standpipe rehabilitation project. Era Valdivia's proposal of \$1,212,800 is \$787,200 under the budgeted amount. In addition to the bid amount, staff anticipates additional costs associated with the transfer of telecomm equipment of around \$300,000. A substantial portion of this project is being funded through various external funding sources including \$1,000,000 in American Recovery & Rescue Plan (ARPA) funds, and \$500,000 from Illinois Tollway Authority.

Provided below is a breakdown of the project's costs:

Item	Cost
Era Valdivia Bid Proposal	\$1,212,800
CBBEL Design Contract	\$99,902
Estimated Telecomm Costs	\$300,000
Total (before external funding)	\$1,612,702
ARPA Funding	(\$1,000,000)
Illinois Tollway Authority	(\$500,000)
Total Project Cost to the Village	\$112,702

Public Services staff recommends acceptance of Era Valdivia's bid proposal in the amount of \$1,212,800 for the rehabilitation of the Village's 2,000,000 gallon standpipe.

Village Board and/or Committee Action

At the Board of Trustees meeting on December 13, 2022, the Board approved the item to be moved to the Consent Agenda.

Documents Attached

1. Bid Tabulation
2. CBBEL Recommendation Memo
3. DRAFT Exhibit: Cellular/Telecomm Temporary Monopole Layout

VILLAGE OF HINSDALE
2 MMG STANDPIPE PAINTING AND REHABILITATION PROJECT

CBBEL PROJECT NO. 220271
Bid Tabulation - Bid Opening: November 14, 2022

Item No.	Description	Unit	Quantity	Engineer's Estimate		Era Valdivia		Jetco, Ltd		Neumann		Tecorp, Inc	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
05 50 00/01	PIT WELD REPAIRS	EACH	200	\$ 90.00	\$ 18,000.00	\$ 5.00	\$ 1,000.00	\$ 50.00	\$ 10,000.00	\$ 23.00	\$ 4,600.00	\$ 5.00	\$ 1,000.00
05 50 00/02	WELD SEAM REPAIRS	LIN FT	300	\$ 56.67	\$ 17,000.00	\$ 5.00	\$ 1,500.00	\$ 50.00	\$ 15,000.00	\$ 138.00	\$ 41,400.00	\$ 18.00	\$ 5,400.00
05 50 00/03	INSTALL NEW LADDER UP DEVICES AT ALL PLATFORMS AND HATCHES	LSUM	1	\$ 5,000.00	\$ 5,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,520.00	\$ 1,520.00	\$ 5,900.00	\$ 5,900.00	\$ 4,500.00	\$ 4,500.00
05 50 00/04	INSTALL GRATING ON 16" INLET/OUTLET PIPE	LSUM	1	\$ 5,000.00	\$ 5,000.00	\$ 2,800.00	\$ 2,800.00	\$ 1,240.00	\$ 1,240.00	\$ 4,100.00	\$ 4,100.00	\$ 2,500.00	\$ 2,500.00
05 50 00/05	INSTALL NEW 2ND MANWAY ON SOUTH SIDE OF STANDPIPE	LSUM	1	\$ 15,000.00	\$ 15,000.00	\$ 14,000.00	\$ 14,000.00	\$ 20,280.00	\$ 20,280.00	\$ 14,000.00	\$ 14,000.00	\$ 14,500.00	\$ 14,500.00
05 52 13/01	REMOVE AND REPLACE EXISTING UPPER AND LOWER ROOF HATCH WITH NEW 30" DIAMETER HATCH	LSUM	1	\$ 15,000.00	\$ 15,000.00	\$ 7,000.00	\$ 7,000.00	\$ 6,240.00	\$ 6,240.00	\$ 9,700.00	\$ 9,700.00	\$ 8,000.00	\$ 8,000.00
05 52 13/02	REPAIR ROOF HANDRAIL	LSUM	1	\$ 5,000.00	\$ 5,000.00	\$ 4,000.00	\$ 4,000.00	\$ 5,200.00	\$ 5,200.00	\$ 4,900.00	\$ 4,900.00	\$ 8,000.00	\$ 8,000.00
05 52 13/03	INSTALL LOCKS AND HASPS ON HATCHES	LSUM	1	\$ 1,500.00	\$ 1,500.00	\$ 500.00	\$ 500.00	\$ 2,600.00	\$ 2,600.00	\$ 1,800.00	\$ 1,800.00	\$ 500.00	\$ 500.00
05 52 13/04	INSTALL NEW GASKETS ON ALL NEW HATCH OPENINGS	LSUM	1	\$ 2,000.00	\$ 2,000.00	\$ 1,000.00	\$ 1,000.00	\$ 2,600.00	\$ 2,600.00	\$ 1,200.00	\$ 1,200.00	\$ 800.00	\$ 800.00
05 52 13/05	REMOVE AND REPLACE ROOF VENT	LSUM	1	\$ 8,000.00	\$ 8,000.00	\$ 10,000.00	\$ 10,000.00	\$ 1,560.00	\$ 1,560.00	\$ 14,400.00	\$ 14,400.00	\$ 16,500.00	\$ 16,500.00
05 52 13/06	REPAIRS TO EXTERIOR CONCRETE FOUNDATION SLAB AND OVERFLOW SPLASH PAD/PAINT EXISTING EXTERIOR FOUNDATION	LSUM	1	\$ 9,500.00	\$ 9,500.00	\$ 5,000.00	\$ 5,000.00	\$ 7,800.00	\$ 7,800.00	\$ 6,400.00	\$ 6,400.00	\$ 2,500.00	\$ 2,500.00
05 52 13/07	INSTALL NEW FALL PROTECTION DEVICES AND 2 NEW HARNESSSES ON ALL LADDERS	LSUM	1	\$ 7,000.00	\$ 7,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,920.00	\$ 3,920.00	\$ 11,100.00	\$ 11,100.00	\$ 6,500.00	\$ 6,500.00
05 52 13/08	CAULK AND PAINT ROOF LAP SEAMS IN WET INTERIOR	LSUM	1	\$ 7,500.00	\$ 7,500.00	\$ 8,000.00	\$ 8,000.00	\$ 8,320.00	\$ 8,320.00	\$ 13,800.00	\$ 13,800.00	\$ 3,000.00	\$ 3,000.00
05 52 13/09	REMOVE AND REPLACE OVERFLOW PIPE SCREENING	LSUM	1	\$ 500.00	\$ 500.00	\$ 800.00	\$ 800.00	\$ 520.00	\$ 520.00	\$ 1,400.00	\$ 1,400.00	\$ 1,200.00	\$ 1,200.00
05 52 13/10	INSTALL NEW SUMP PUMP DISCHARGE PIPING FLARED END SECTION	LSUM	1	\$ 2,000.00	\$ 2,000.00	\$ 1,000.00	\$ 1,000.00	\$ 4,500.00	\$ 4,500.00	\$ 10,400.00	\$ 10,400.00	\$ 1,200.00	\$ 1,200.00
05 52 13/11	REMOVE AND REPLACE CONCRETE FLOOR ABOVE PIT PIPING IN SCADA BUILDING	LSUM	1	\$ 10,000.00	\$ 10,000.00	\$ 8,000.00	\$ 8,000.00	\$ 22,350.00	\$ 22,350.00	\$ 45,700.00	\$ 45,700.00	\$ 8,000.00	\$ 8,000.00
09 91 13/01	ABRASIVE BLAST AND PAINT WET INTERIOR COATING	LSUM	1	\$ 500,000.00	\$ 500,000.00	\$ 410,000.00	\$ 410,000.00	\$ 450,000.00	\$ 450,000.00	\$ 425,200.00	\$ 425,200.00	\$ 744,000.00	\$ 744,000.00
09 91 13/02	ABRASIVE BLAST AND PAINT EXTERIOR COATING	LSUM	1	\$ 650,000.00	\$ 650,000.00	\$ 370,000.00	\$ 370,000.00	\$ 555,106.00	\$ 555,106.00	\$ 377,800.00	\$ 377,800.00	\$ 622,000.00	\$ 622,000.00
09 91 13/03	PRIME AND PAINT PIT PIPING	LSUM	1	\$ 20,000.00	\$ 20,000.00	\$ 7,000.00	\$ 7,000.00	\$ 7,800.00	\$ 7,800.00	\$ 13,700.00	\$ 13,700.00	\$ 2,500.00	\$ 2,500.00
09 91 13/04	PROPER AND LEGAL DISPOSAL OF PAINT CHIPS/FLAKES AND OTHER DEBRIS	LSUM	1	\$ 17,000.00	\$ 17,000.00	\$ 5,000.00	\$ 5,000.00	\$ 49,920.00	\$ 49,920.00	\$ 13,500.00	\$ 13,500.00	\$ 8,000.00	\$ 8,000.00
09 91 13/05	CONTAINMENT	LSUM	1	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 83,200.00	\$ 83,200.00	\$ 216,500.00	\$ 216,500.00	\$ 120,000.00	\$ 120,000.00
26 00 10/01	REMOVE AND RELOCATE EXISTING CONDUITS ATTACHED TO LADDERS	LSUM	1	\$ 5,000.00	\$ 5,000.00	\$ 17,000.00	\$ 17,000.00	\$ 4,060.00	\$ 4,060.00	\$ 9,900.00	\$ 9,900.00	\$ 4,500.00	\$ 4,500.00
26 00 10/02	REPAIR WIRING SUPPORTS AND JUNCTION BOXES IN SCADA BUILDING	LSUM	1	\$ 1,000.00	\$ 1,000.00	\$ 14,500.00	\$ 14,500.00	\$ 3,350.00	\$ 3,350.00	\$ 4,800.00	\$ 4,800.00	\$ 3,000.00	\$ 3,000.00
26 00 10/03	REPAIR EXTERIOR ELECTRICAL RECEPTACLES	LSUM	1	\$ 5,000.00	\$ 5,000.00	\$ 4,000.00	\$ 4,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,800.00	\$ 2,800.00	\$ 1,200.00	\$ 1,200.00
26 00 10/04	INSTALL ALARMS AND LIMIT SWITCHES CONNECTED WITH 2 WIRE ANALOG TO AUTO DIALER ON ALL HATCHES	LSUM	1	\$ 5,000.00	\$ 5,000.00	\$ 9,000.00	\$ 9,000.00	\$ 20,000.00	\$ 20,000.00	\$ 28,400.00	\$ 28,400.00	\$ 12,500.00	\$ 12,500.00
26 42 00/01	INSTALL NEW CATHODIC PROTECTION SYSTEM WITH CLIPS AND SERVICE AGREEMENT	LSUM	1	\$ 28,000.00	\$ 28,000.00	\$ 29,800.00	\$ 29,800.00	\$ 35,000.00	\$ 35,000.00	\$ 41,700.00	\$ 41,700.00	\$ 28,000.00	\$ 28,000.00
26 56 00/01	REMOVE AND REPLACE EXISTING SITE FLOOD LIGHTS	LSUM	1	\$ 1,500.00	\$ 1,500.00	\$ 8,000.00	\$ 8,000.00	\$ 3,530.00	\$ 3,530.00	\$ 5,000.00	\$ 5,000.00	\$ 3,800.00	\$ 3,800.00
27 51 25/01	SCADA UPGRADES AND ALARM	LSUM	1	\$ 12,000.00	\$ 12,000.00	\$ 15,700.00	\$ 15,700.00	\$ 11,613.00	\$ 11,613.00	\$ 18,800.00	\$ 18,800.00	\$ 14,000.00	\$ 14,000.00
33 05 50/01	PROVIDE 5 HYDRANT PRESSURE RELIEF VALVES DURING COURSE OF CONSTRUCTION	LSUM	1	\$ 20,000.00	\$ 20,000.00	\$ 8,000.00	\$ 8,000.00	\$ 5,200.00	\$ 5,200.00	\$ 41,700.00	\$ 41,700.00	\$ 12,000.00	\$ 12,000.00
33 05 50/02	INSTALL VALVE BOX IN SCADA BUILDING FLOOR FOR PIT PIPING	LSUM	1	\$ 10,000.00	\$ 10,000.00	\$ 4,200.00	\$ 4,200.00	\$ 6,000.00	\$ 6,000.00	\$ 6,300.00	\$ 6,300.00	\$ 4,500.00	\$ 4,500.00
33 05 50/03	REMOVE AND REPLACE PIT PIPING AND SUMP PUMP DISCHARGE PIPING	LSUM	1	\$ 46,000.00	\$ 46,000.00	\$ 140,000.00	\$ 140,000.00	\$ 146,510.00	\$ 146,510.00	\$ 208,800.00	\$ 208,800.00	\$ 48,000.00	\$ 48,000.00
33 05 50/04	TIE SUMP PUMP DISCHARGE PIPING TO DISCHARGE TO GRADE	LSUM	1	\$ 5,000.00	\$ 5,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,200.00	\$ 2,200.00	\$ 8,800.00	\$ 8,800.00	\$ 5,000.00	\$ 5,000.00
TOTAL BASE BID					\$ 1,553,500.00		\$ 1,212,800.00		\$ 1,499,139.00		\$ 1,614,500.00		\$ 1,717,100.00



CHRISTOPHER B. BURKE ENGINEERING, LTD.
9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX(847) 823-0520

November 15, 2022

Village of Hinsdale
19 E. Chicago Ave.
Hinsdale, IL 60521

Attention: Mr. George Peluso
Public Services & Engineering Director

Subject: Rehabilitation of the 2,000,000 Gallon Standpipe
Village of Hinsdale
Evaluation of Bid Proposals
(CBBEL Project No. 220271)

Dear Mr. Peluso:

Four bids for the Rehabilitation of the 2,000,000 Gallon Standpipe Project were received and opened at the Village Hall on November 14, 2022 at 10:00 a.m. Christopher B. Burke Engineering, Ltd.'s (CBBEL's) evaluation of the Bid Proposals is contained herein.

EVALUATION OF BID PROPOSALS

The Base Bid proposals range from \$1,212,800.00 to \$1,717,100.00 as shown in the Table below.

Contractor	Base Bid
Era-Valdivia	\$1,212,800.00
Jetco, Ltd.	\$1,499,139.00
Neumann Co.	\$1,614,500.00
Tecorp, Inc.	\$1,717,100.00
<i>Engineer's Estimate</i>	<i>\$1,553,500.00</i>

General Comments

- All Bidders provided the required Bid Bonds and acknowledged Addendum 1.
- None of the Contractors had any math errors in the summations of their Bid Pricing as is reflected in the Bid Tabulation.

RECOMMENDATIONS

Based on the above, the reference checks CBBEL performed for previous performance and the past projects and the several successful Projects CBBEL has completed with Era-Valdivia Contractors, Inc., CBBEL recommends that a contract be awarded for a total Base Bid amount of \$1,212,800.00 to the lowest responsive bidder, Era-Valdivia Contractors, Inc. which includes all Base Bid items listed in the attached Bid Tabulation.

If you have any questions, please do not hesitate to contact me.

Sincerely,



Gerry Hennelly
Senior Project Manager
Mechanical/Electrical Engineering Dept.

GAH/pjb

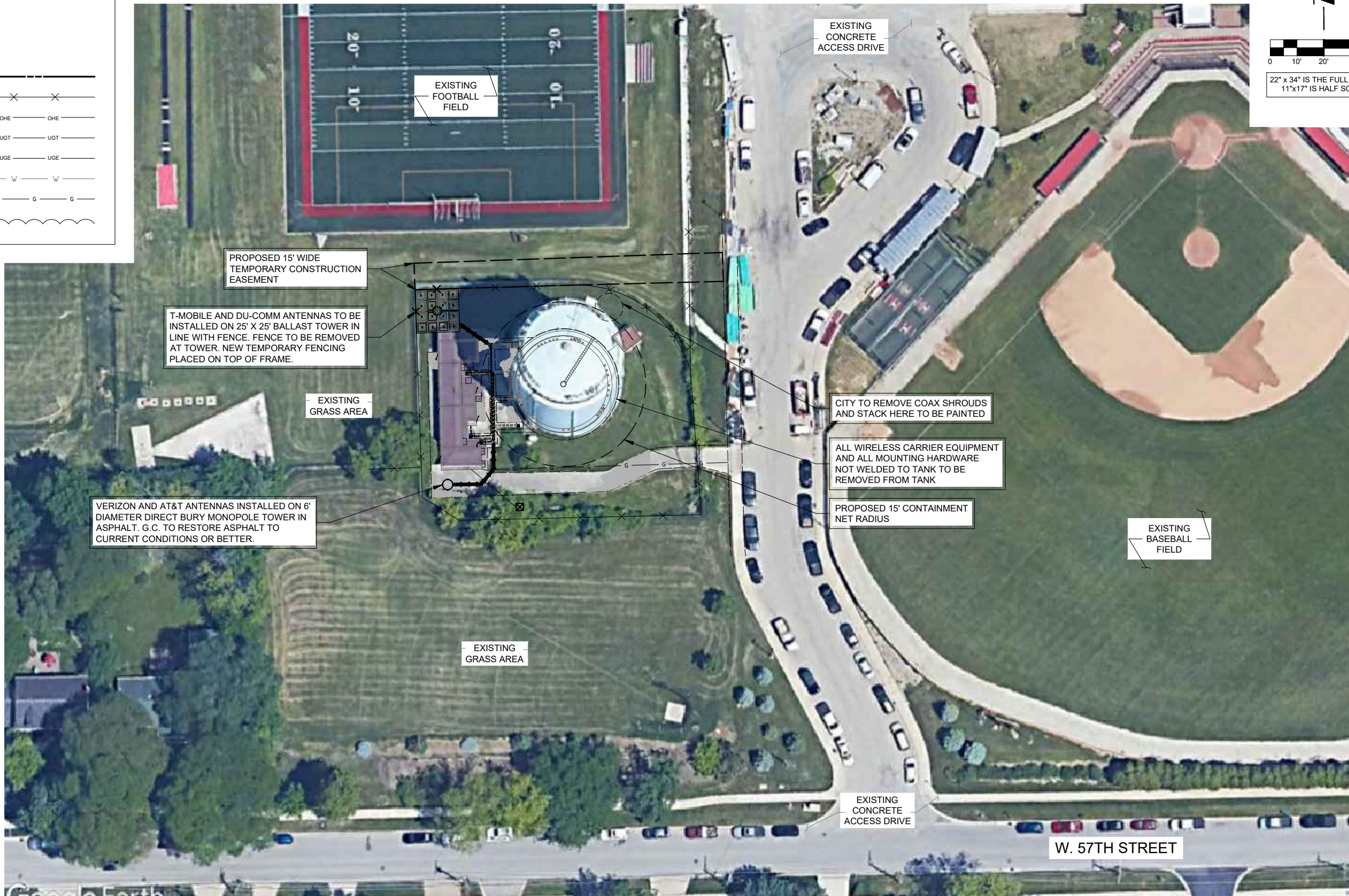
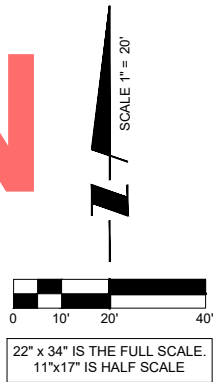
Encl.: As Noted

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DRAFT CONCEPT PLAN

LEGEND

POWER POLE	
TELEPHONE PEDESTAL	
MANHOLE	
WATER VALVE VAULT	
WATER SERVICE VALVE	
FIRE HYDRANT	
LIGHT POST	
PROPERTY LINE	
FENCE	
OVERHEAD POWER LINE	
UNDERGROUND TELCO	
UNDERGROUND POWER	
BURIED WATER LINE	
BURIED GAS LINE	
EDGE OF BUSH/TREES	



REVISIONS		NO.	DESCRIPTION	DATE	BY
	ISSUED FOR REVIEW			12/06/22	TJS

HINSDALE
WT

VZW #212521
TMO #CH65464A
AT&T #IL00750

339 W. 57TH STREET
HINSDALE, IL 60521

DRAWN BY:	JJR
CHECKED BY:	DS
DATE:	12/06/22
PROJECT #:	194-025

SHEET TITLE
LOCATION PLAN

SHEET NUMBER

LP



THIS SITE PLAN WAS CREATED OFF OF FIELD MEASUREMENTS BY THE DESIGNER, AS BOUNDARY SURVEY WAS NOT SUPPLIED FOR PURPOSES OF SITE LAYOUT.

DRAFT CONCEPT PLAN

PROPOSED 15' WIDE
CONSTRUCTION EASEMENT

15 L.F. OF EXISTING FENCING TO
BE TEMPORARILY REMOVED
DURING CONSTRUCTION

0 2.5' 5' 10'

22" x 34" IS THE FULL SCALE.
11"x17" IS HALF SCALE

SCALE 1" = 5'

CITY TO REMOVE COAX SHROUDS
AND STACK HERE TO BE PAINTED

ALL WIRELESS CARRIER EQUIPMENT
AND ALL MOUNTING HARDWARE
NOT WELDED TO TANK TO BE
REMOVED FROM TANK

EXISTING CONCRETE
SIDEWALK

EXISTING WATER
LINE (TYP.)

APPROXIMATE (ASSUMED)
LOCATION OF EXISTING
UNDERGROUND GAS LINE
(TYP.)

PROPOSED 15' CONTAINMENT
NET RADIUS

EXISTING FENCED
COMPOUND

PROPOSED TEMPORARY 18" COVERED CABLE
TRAY FOR ROUTING OF VERIZON AND AT&T
CABLES FROM EXISTING CABLE VAULT TO
TEMPORARY DIRECT BURY MONOPOLE TOWER

EXISTING
TRANSFORMER

APPROXIMATE (ASSUMED)
EXISTING UNDERGROUND
POWER LINE (TYP.)

T-MOBILE AND DU-COMM ANTENNAS TO BE
INSTALLED ON 25' X 25' BALLAST TOWER IN
LINE WITH FENCE. FENCE TO BE REMOVED
AT TOWER. NEW TEMPORARY FENCING
PLACED ON TOP OF FRAME.

PROPOSED TEMPORARY 18" COVERED CABLE
TRAY FOR ROUTING OF DU-COMM AND
T-MOBILE CABLES FROM EXISTING CABLE
VAULT TO TEMPORARY BALLAST TOWER

PROPOSED VERIZON AND AT&T CABLES TO
RUN IN EXISTING CABLE VAULT TO
PROPOSED 18" COVERED CABLE TRAY

PROPOSED DU-COMM AND T-MOBILE CABLES
TO RUN IN EXISTING CABLE VAULT TO
PROPOSED 18" COVERED CABLE TRAY

VERIZON AND AT&T ANTENNAS INSTALLED ON 6"
DIAMETER DIRECT BURY MONOPOLE TOWER IN
ASPHALT. G.C. TO RESTORE ASPHALT TO CURRENT
CONDITIONS OR BETTER.

EXISTING AT&T
EQUIPMENT
SHELTER

EXISTING
VERIZON
EQUIPMENT
SHELTER

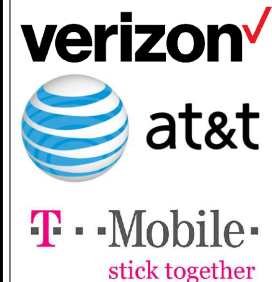
EXISTING
VERIZON
GENERATOR
ROOM

EXISTING
DU-COMM
GENERATOR
ROOM

EXISTING
DU-COMM
EQUIPMENT
SHELTER

EXISTING T-MOBILE
EQUIPMENT
SHELTER

THIS SITE PLAN WAS CREATED OFF OF
FIELD MEASUREMENTS BY THE DESIGNER,
AS BOUNDARY SURVEY WAS NOT SUPPLIED
FOR PURPOSES OF SITE LAYOUT.



REVISIONS		NO.	DESCRIPTION	DATE	BY
	ISSUED FOR REVIEW			12/06/22	TJS

HINSDALE
WT

VZW #212521
TMO #CH65464A
AT&T #IL00750

339 W. 57TH STREET
HINSDALE, IL 60521

DRAWN BY:	JJR
CHECKED BY:	DS
DATE:	12/06/22
PROJECT #:	194-025

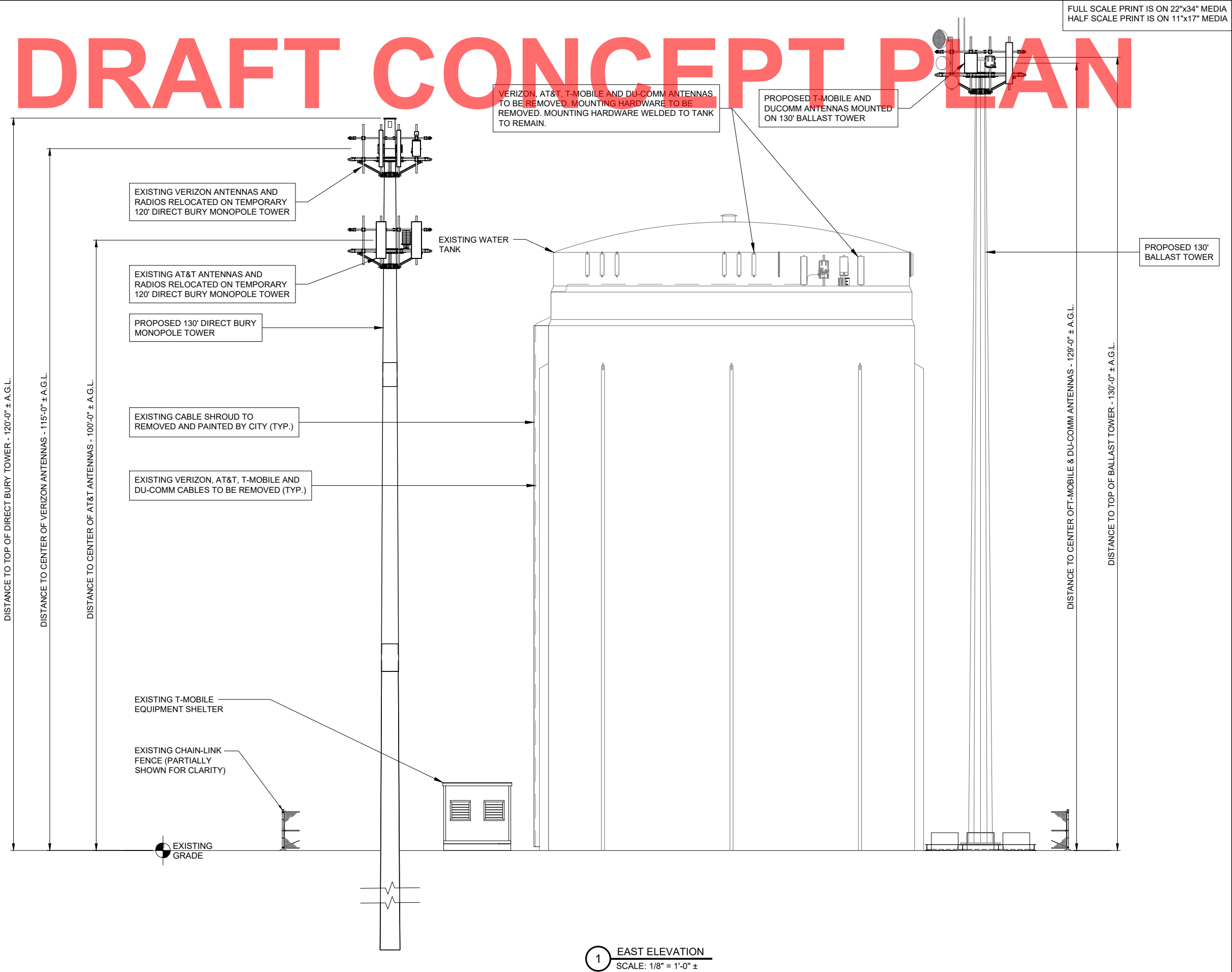
SHEET TITLE
ENLARGED
SITE PLAN

SHEET NUMBER

C-1

NOTE:
THIS DRAWING IS FOR EXHIBIT AND
LAYOUT PURPOSES ONLY.

REFER TO STRUCTURAL ANALYSES
BY OTHERS.



FULL SCALE PRINT IS ON 22"x34" MEDIA
HALF SCALE PRINT IS ON 11"x17" MEDIA

600 BUSSE HIGHWAY
PARK RIDGE, IL 60068
PH: 847-598-6400
FAX: 847-598-6401

REVISIONS		NO.	DESCRIPTION	DATE	BY
	ISSUED FOR REVIEW			12/06/22	TJS

**HINSDALE
WT**

VZW #212521
TMO #CH65464A
AT&T #IL00750

339 W. 57TH STREET
HINSDALE, IL 60521

DRAWN BY:	JJR
CHECKED BY:	DS
DATE:	12/06/22
PROJECT #:	194-025

SHEET TITLE
SITE ELEVATION
SHEET NUMBER
ANT-1



REQUEST FOR BOARD ACTION

Community Development

AGENDA SECTION: Second Reading – ZPS

SUBJECT: Major Adjustment to an Exterior Appearance and Site Plan Review to allow for changes to the eight (8) residential lots in the Kensington subdivision located at 527-541 Kensington Court in the R-4 Single Family Residential District - Case A-36-2022

MEETING DATE: January 3, 2023

FROM: Bethany Salmon, Village Planner

Recommended Motion

Approve an Ordinance Approving a Major Adjustment to the Exterior Appearance and Site Plan for Changes to the Residential Subdivision Portion of the Kensington School Development at 527-541 Kensington Court

OR

Refer the request for a Major Adjustment to the Exterior Appearance and Site Plan Review for Changes to the Residential Subdivision Portion of the Kensington School Development at 527-541 Kensington Court to the Plan Commission for further hearing and review

Project Overview

Applicant: J. Jordan Homes, LLC

Address / PIN: 527-541 Kensington Court

Size of Subject Property: 2.2-acres

Existing Zoning & Land Use: R-4 Single Family Residential District – Eight (8) vacant single-family lots

Surrounding Zoning & Land Uses:

- North: O-2 Limited Office District – Child daycare (Kensington School)
- South: R-4 Single Family Residential District – Single-family residential
- East: R-4 Single Family Residential District – Single-family residential
- West: O-2 Limited Office District – Medical office building (Hinsdale Orthopaedics)

Required Approvals: Major Adjustment to an Exterior Appearance / Site Plan Review – In accordance with Section 11-604(I) of the Zoning Code, adjustments to public dedications or improvements, circulation, fences, and screening on a site plan approved by the Board of Trustees shall be approved via the Major Adjustment process.

Background: The subdivision was initially approved in 2018 as part of the Exterior Appearance / Site Plan Review for Kensington School, a one-story, 15,000 square foot building for a child daycare school located at 540 W. Ogden. Building permits have not been issued for any of the existing eight (8) code-compliant residential lots. Refer to Exhibit 5 for a detailed background and ordinance history for the site.

Project Summary

The applicant requests approval of a Major Adjustment to an Exterior Appearance and Site Plan Review to allow for changes to the eight (8) lot residential subdivision approved as part of the Kensington School project in 2018. The eight (8) single-family lots at 527-541 Kensington Court are currently vacant and located in the R-4 Single Family Residential District.

J. Jordan Homes intends to purchase the residential lots from the former developer of the subdivision and Kensington School in order to develop a gated private community. Proposed changes include converting Kensington Court into a private street, installing a new sliding metal gate across Kensington Court, and installing fencing along Monroe Street and areas on the perimeter of the subdivision. The applicant will be required to complete outstanding items for the subdivision pending Village approval, including the construction of Kensington Court and installation of street trees.

Project Details

The following changes are requested to the Kensington subdivision:

- Convert Kensington Court from a Public Street to a Private Street. Kensington Court is proposed to be converted from a public right-of-way into a private road (Outlot A). Public utilities in the roadway will be located within a permanent easement and the Village will not be responsible for the future maintenance and operations of the private street. The applicant is also proposing changes to the original sidewalk configuration along Kensington Court. A raised 6 inch concrete curb will also be installed near the entrance of Kensington Court to accommodate a call box for the entrance gate.
- Kensington Court Gate. The applicant is proposing to install a 6 foot tall sliding gate across Kensington Court parallel to Monroe Street. The gate will be constructed of metal and features an open decorative design. The adjacent walls receiving the gates will be 6 feet tall and constructed of brick veneer painted white. A 4 foot tall metal open gate will be installed to provide pedestrian access in this area. Decorative light fixtures will be mounted on the two piers at each end of the gate.
- Fencing. In the remaining areas along Kensington Court and Monroe Street, a 4 foot tall open metal fence with 4 foot 6 inch tall masonry piers will be installed. The fence will extend along a portion of the front lot lines, the full length of the corner side lot lines, and a portion of the rear lot lines of Lot 1 (541 Kensington Court) and Lot 8 (527 Kensington Court). Existing 6 foot and 8 foot tall fencing extends along the majority of the north, east, and south sides of the subdivision. A new 6 foot tall wood painted privacy fence will be installed on a portion of the south side of the subdivision, at the rear of Lot 8 and Lot 9 (531 & 527 Kensington Court) to fill in the area that currently lacks fencing.
- Street Trees. The site plan proposes the same quantity of trees on the approved Exterior Appearance and Site Plan. Four (4) existing street trees on Monroe Street will be preserved. Two (2) new trees will be planted on Monroe Street and four (4) trees will be planted on Kensington Court. Final planting details and tree species will be determined during building permit review and the applicant will be required to coordinate plans with the Village Forester.
- Signage. The renderings show a conceptual sign to be mounted on the brick wall adjacent to the sliding metal gates, which does not appear to meet code requirements. The conceptual sign is not approved as part of this project and will be required to obtain separate approval from the Village.

As shown on the submitted plat, because this subdivision will be separated from the Kensington School project, the applicant is proposing to re-number the existing residential lots. There are no changes to the number of lots or lot lines as originally approved. The site plan shows conceptual building footprints. Detailed construction plans for each lot will be submitted and reviewed for code compliance under future building permits and will be required to meet all Village code requirements.

J. Jordan will be required to complete outstanding construction items for the road, including the completion of construction of Kensington Court and any items related to the underground stormwater system. Language has been added to the draft ordinance outlining surety requirements for the completion of all outstanding items, the creation of a future homeowners association to assume future maintenance and responsibility, and other responsibilities under private ownership.

Meeting History

- Zoning Board of Appeals – 6/20/2022: The ZBA unanimously approved a variation to allow for a 6 foot tall open gate with a parallel 6 foot tall solid wall on either side of the gate long enough to receive the gates (Case V-01-22). The variation request to allow a 6 foot tall open fence to extend along the remaining frontage along Monroe Street was denied. The proposed plans submitted as part of this request for a Major Adjustment meet Village Code requirements and are in keeping with the approval of the ZBA.

Review Process

Per Section 11-604(I) of the Zoning Code, adjustments to public dedications or improvements, circulation, fences, and screening requires approval via a Major Adjustment to the Exterior Appearance and Site Plan Review. The Village Board may approve the Major Adjustment if the request is found to be consistent with the concept and intent of the previously approved site plan or may move to refer the request to the Plan Commission for further hearing and review in accordance with the process outlined in Section 11-604(E).

Village Board and/or Committee Action

On December 13, 2022, the project was reviewed at a First Reading by the Village Board. Julie Laux representing J. Jordan Homes, and Patrick Fortelka, representing Moment Design, were present to answer questions from the Trustees.

There was a discussion on why the applicant wanted to gate off the subdivision. Ms. Laux responded that the subdivision will be oriented toward an older population who travels and wants maintenance free homes in a community with added security. Several Trustees noted that a gated off, private community is inconsistent with other development in the Village. Ms. Laux stated the development will not be feasible and cannot be marketed without the private gated street. Mr. Fortelka noted that the residential lots are unique in that they are located near Ogden Avenue and commercial properties, including Kensington School and Hinsdale Orthopaedics. Mr. Fortelka and Ms. Laux stated the gates, even though they are of an open design, will help provide an aesthetic buffer to the neighboring commercial properties.

President Cauley noted that the lots have been vacant for many years and went over the history to have code-compliant lots developed at this location. President Cauley and several Trustees noted they were okay with the gates in order to move the development forward and that, given the surrounding area, the gates seemed appropriate. There was then a discussion on the technology and design of the gates, the private maintenance costs to be handled by a future homeowner's association, and the ZBA decision for the fencing and gate, landscaping, and review process. Ms. Laux stated they will install landscaping, but have not committed to landscaping yet except for the street trees along Monroe Street and Kensington Court.

No public comments were provided at the meeting. The Village Board moved the item forward for a Second Reading.

Since the meeting, the applicant has submitted additional information for the Village Board to review. To soften the appearance of the brick wall, a landscape plan has been submitted for the area between the brick wall and Monroe Street that includes a tree, shrubs, grasses, and perennial plantings. Additionally, a paint swatch has been provided to show an off-white color is proposed for the brick wall.

Documents Attached

1. Ordinance & Exhibits
 - Exhibit A - Legal Description
 - Exhibit B - Plans & Specifications Plans

Previous Attachments: The following related materials for this case were provided for the Board of Trustees on December 13, 2022, and are available on the Village website at the following link:
<https://cms1files.revize.com/revize/hinsdaleil/VBOT%20complete%2022%2012%2013%20reduced.pdf>

1. Exhibit 1: Zoning Map and Project Location
2. Exhibit 2: Aerial View
3. Exhibit 3: Birds Eye View
4. Exhibit 4: Street View
5. Exhibit 5: Project Background / Ordinance History [Ordinances Available Upon Request]
6. Draft Ordinance
7. Applications and Exhibits

VILLAGE OF HINSDALE

ORDINANCE NO. _____

**AN ORDINANCE APPROVING A MAJOR ADJUSTMENT TO THE EXTERIOR
APPEARANCE AND SITE PLAN FOR CHANGES TO THE RESIDENTIAL
SUBDIVISION PORTION OF THE KENSINGTON SCHOOL DEVELOPMENT AT
527-541 KENSINGTON COURT**

WHEREAS, the Village has previously, through adoption of a series of Ordinances (Ordinance Nos. O2018-17, O2018-18, O2018-26, O2018-27 and O2018-28) (collectively, the “Previously Approved Ordinances”), approved a Tentative Plat of Subdivision, a Zoning Map Amendment, a Final Plat Of Subdivision, a Special Use for a child daycare facility, and a Site Plan and Exterior Appearance Plan all related to redevelopment of property at 540 West Ogden Avenue with a child daycare facility, and the property at 527-541 Kensington Court with an eight (8) lot residential subdivision; and

WHEREAS, the Village has now received an application (the “Application”) from J. Jordan Homes (the “Applicant”), who seeks to purchase the still vacant 527-541 Kensington Court residential portion of the property (the “Subject Property”) from the original developer and complete it as a gated private community. The Applicant seeks, among other things, a Major Adjustment to the Exterior Appearance and Site Plan for the Subject Property to convert the proposed Kensington Court right-of-way from a public to a private street, install a six (6) foot tall sliding gate across the Kensington Court entrance parallel to Monroe Street, install a four (4) foot tall open metal fence with four (4) foot six (6) inch tall masonry piers in the remaining areas along Kensington Court and Monroe Street, and install a six (6) foot tall wood privacy fence on the south side of the subdivision at the rear of Lot 8 and Lot 9 (531 & 527 Kensington Court) that currently lack fencing (collectively, the “Proposed Modifications”); and

WHEREAS, the Proposed Modifications are indicated in the plans from the Applicant attached hereto as **Group Exhibit A** and made a part hereof; and

WHEREAS, on June 20, 2022, the Zoning Board of Appeals approved a variation to allow for the proposed six (6) foot tall open gate with a parallel six (6) foot tall solid wall on either side of the gate long enough to receive the gates (see final Zoning Board of Appeals decision in Case No. V-01-22); and

WHEREAS, the Board of Trustees of the Village have duly considered the Application and Proposed Modifications, and all of the materials, facts and circumstances affecting the Application and Proposed Modifications, and find the Application and Proposed Modifications to be in substantial conformity with the previously approved Ordinances and plans, and that the standards set forth in Section 11-604 and 11-606 of the Zoning Code relating to Exterior Appearance and Major Adjustments to previously approved site plans are satisfied, subject to the conditions specified below.

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

SECTION 1: Recitals. The foregoing recitals are incorporated into this Ordinance by this reference as findings of the President and Board of Trustees.

SECTION 2: Approval of a Major Adjustment to the Site Plan/Exterior Appearance Plan. The Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and the Hinsdale Zoning Code, hereby approves the Major Adjustment to the previously approved Site Plan and Exterior Appearance Plan for the Subject Property at 527-541 Kensington Court in the form of the Proposed Modifications as depicted in the revised plans attached hereto as **Group Exhibit A** and made a part hereof. Said Major Adjustment is approved subject to the conditions set forth in Section 4 of this Ordinance. The Site Plan and Exterior Appearance Plans previously approved are hereby amended to the extent provided, but only to the extent provided, by the approvals granted herein.

SECTION 3: Conditions on Approval. The approval granted in Section 2 of this Ordinance is subject to the following conditions:

- A. **No Authorization of Work.** This Ordinance does not authorize the commencement of any work on the Subject Property. Except as otherwise specifically provided in writing in advance by the Village, no work of any kind shall be commenced on the Subject Property until all conditions precedent to such work in this Ordinance and the Previously Approved Ordinances have been fulfilled and after all permits, approvals, and other authorizations for such work have been properly applied for, paid for, and granted in accordance with applicable law.
- B. **Compliance with Plans.** All development work on the Subject Property shall be undertaken only in strict compliance with the approvals granted in the Previously Approved Ordinances, the variation granted in Case No. V-01-22 by the Zoning Board of Appeals, and the approved plans and specifications for the development, as amended, including the revised plans attached hereto as **Group Exhibit A** and made a part hereof.
- C. **Compliance with Codes, Ordinances, and Regulations.** Except as specifically set forth in this Ordinance, the Previously Approved Ordinances, and the variation recently granted in Case No. V-01-22 by the Zoning Board of Appeals, the provisions of the Hinsdale Municipal Code, including the Village's subdivision code, and the Hinsdale Zoning Code shall apply and govern the development of the Subject Property. All improvements within the Subject Property, including roadway construction, curbing, gutter, water service, drainage, landscaping and general construction standards, are required to conform and be maintained to Village building, subdivision and other code requirements, despite their

private nature. All improvements must be inspected and approved by the Village as in conformance with such code requirements prior to any occupancy of residences within the Subject Property.

- D. Building Permits. The Applicant shall submit all required building permit applications and other materials in a timely manner to the appropriate parties, which materials shall be prepared in compliance with all applicable Village codes and ordinances.
- E. Assumption of Bond/Surety Requirements. Applicant shall assume or replace all surety and/or bond deposits made by the original developer and shall take such actions as necessary to comply with the obligations imposed by Village codes and regulations for which such surety and/or bond deposits were made, including, but not limited to, completion to the satisfaction of all utilities and improvements serving the subdivision.
- F. Creation of Homeowners Association. Applicant shall, prior to occupation of the final residence, create a homeowners or other association charged with the ongoing maintenance, repair and replacement of all public areas, utilities and improvements serving the subdivision, including the maintenance, repair and replacement of the private road, curbs and sidewalks.
- G. Private Road. The Applicant, by changing Kensington Court to a private road, understands and acknowledges that all future maintenance of that road and associated curbs, sidewalks, trees, and landscaping, including snow plowing, maintenance, repair and replacement, are the sole responsibility of the Applicant and any successor entity or owner, including the future homeowner's association.

SECTION 4: Violation of Condition or Code. Any violation of any term or condition stated in this Ordinance, or of any applicable code, ordinance, or regulation of the Village, shall be grounds for rescission by the Board of Trustees of the approvals set forth in this Ordinance.

SECTION 5: Severability and Repeal of Inconsistent Ordinances. Each section, paragraph, clause and provision of this Ordinance is separable, and if any section, paragraph, clause or provision of this Ordinance shall be held unconstitutional or invalid for any reason, the unconstitutionality or invalidity of such section, paragraph, clause or provision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

SECTION 6: Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

ADOPTED this _____ day of _____, 2022, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this _____ day of _____, 2022, and attested to by the Village Clerk this same day.

Thomas K. Cauley, Jr., Village President

ATTEST:

Andrianna Peterson, Acting Village Clerk

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

By: _____

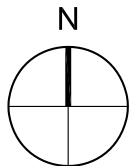
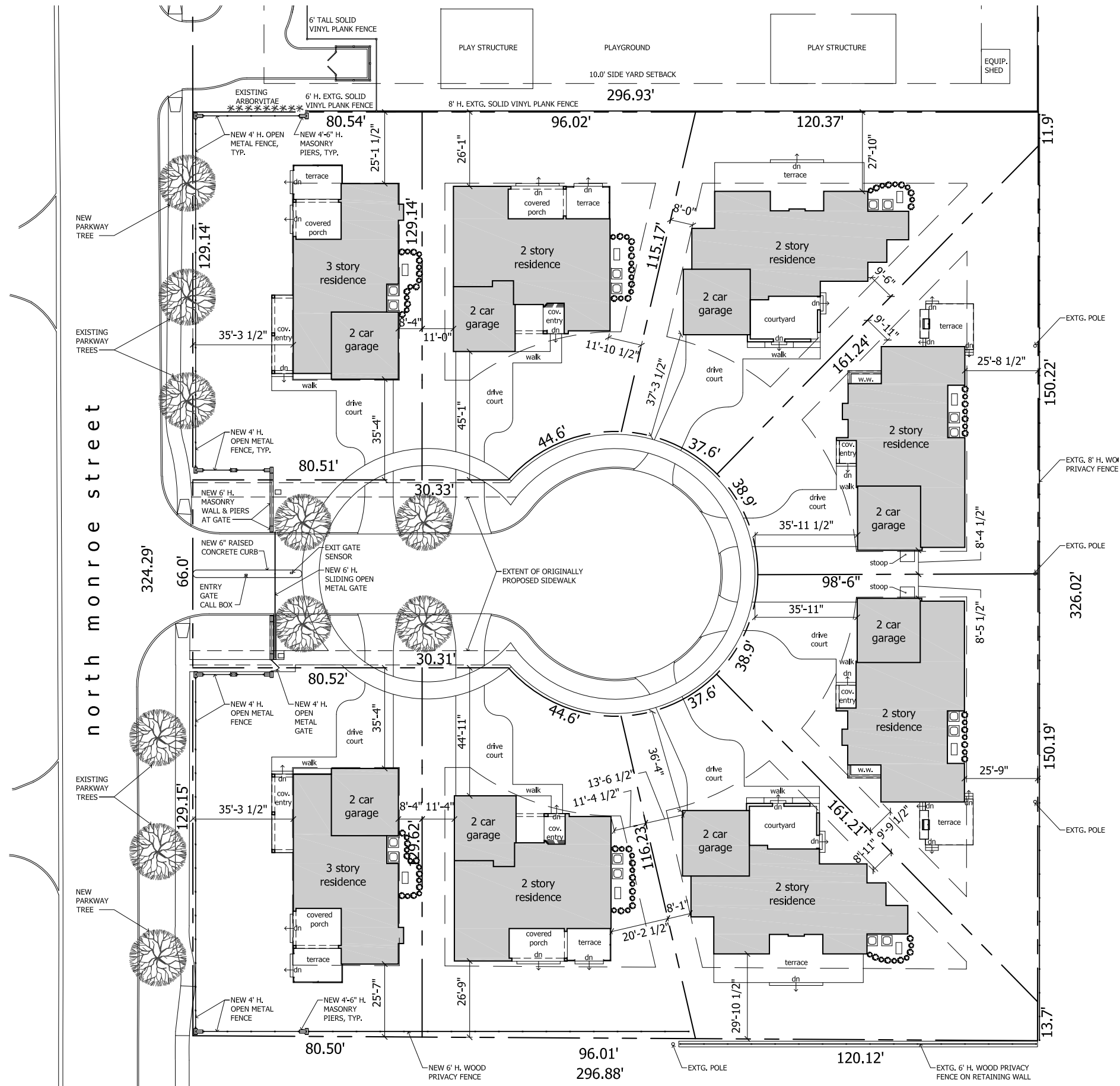
Its: _____

Date: _____, 2022

GROUP EXHIBIT A

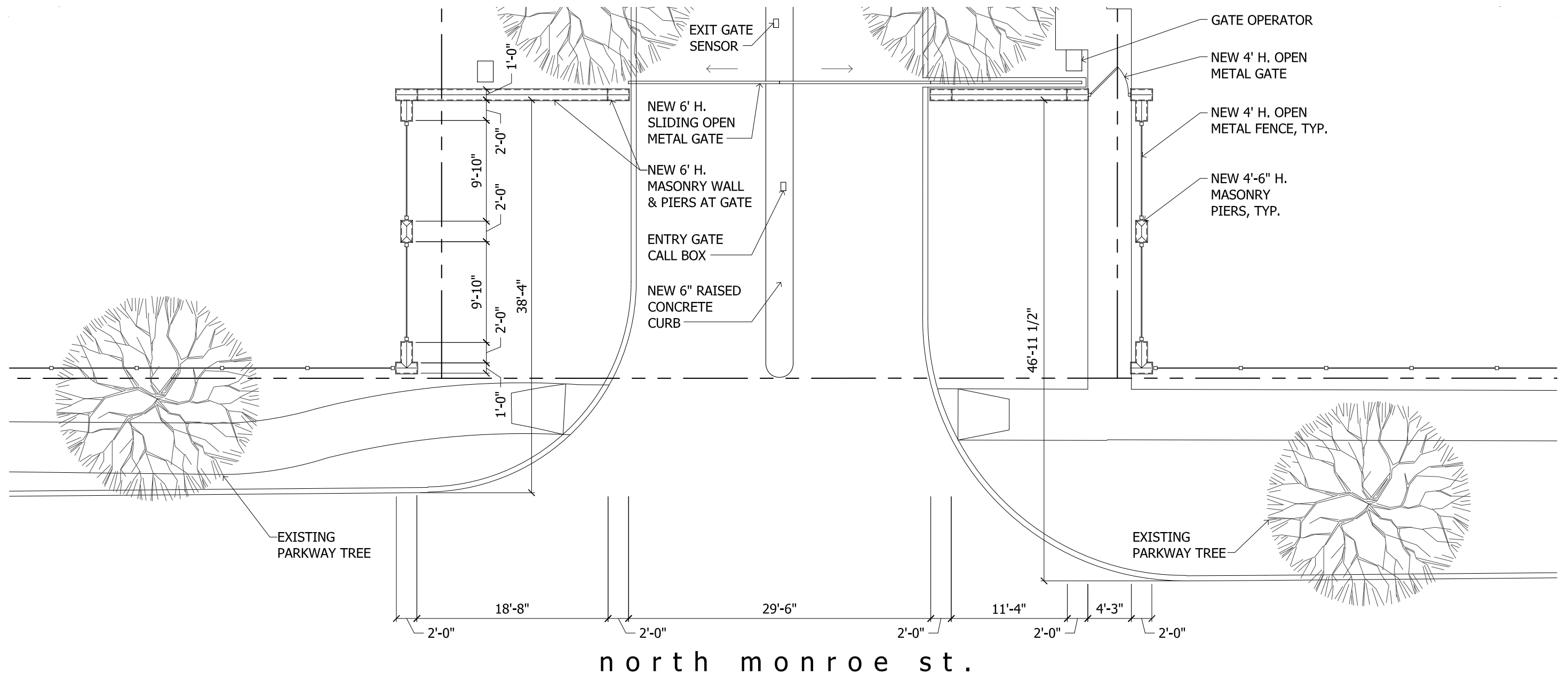
SITE PLAN/EXTERIOR APPEARANCE PLAN REVISIONS

(ATTACHED)

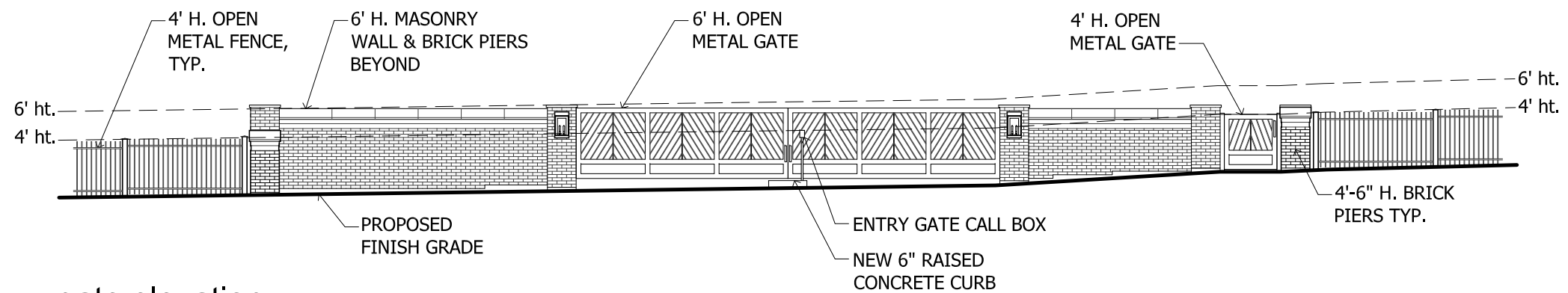


site plan

SCALE: 1" = 40'-0"



gate plan

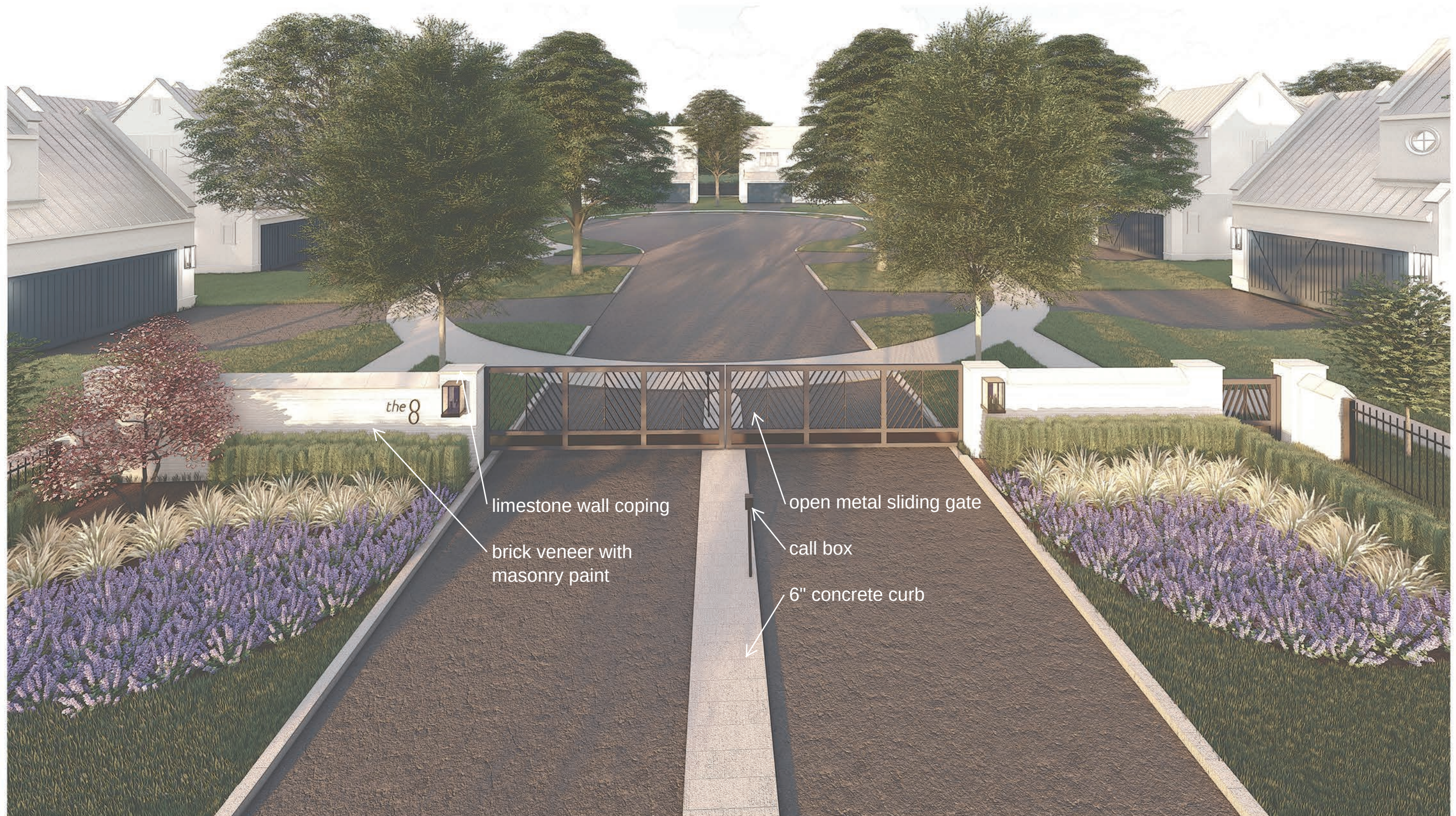


gate elevation

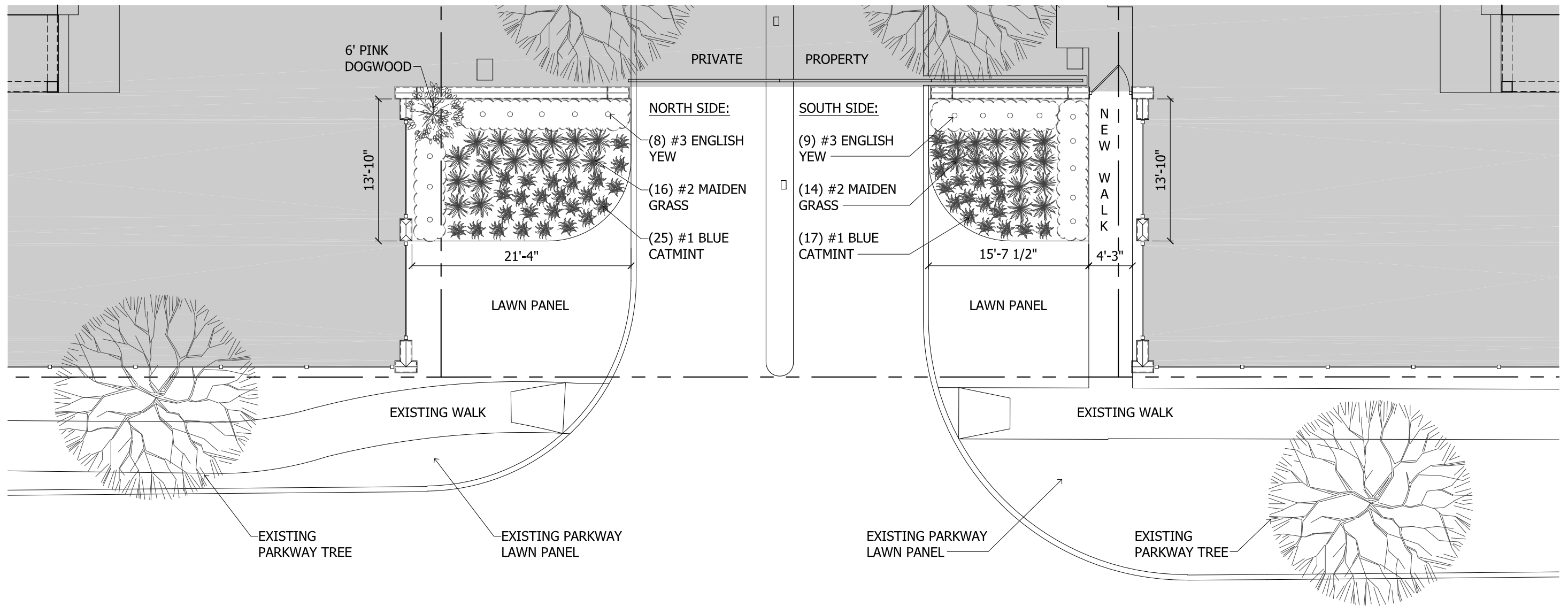


See attached landscape plan









n o r t h m o n r o e s t .

landscape plan



landscape inspiration
layered effect



maiden grass



english yew



pink dogwood



blue catmint

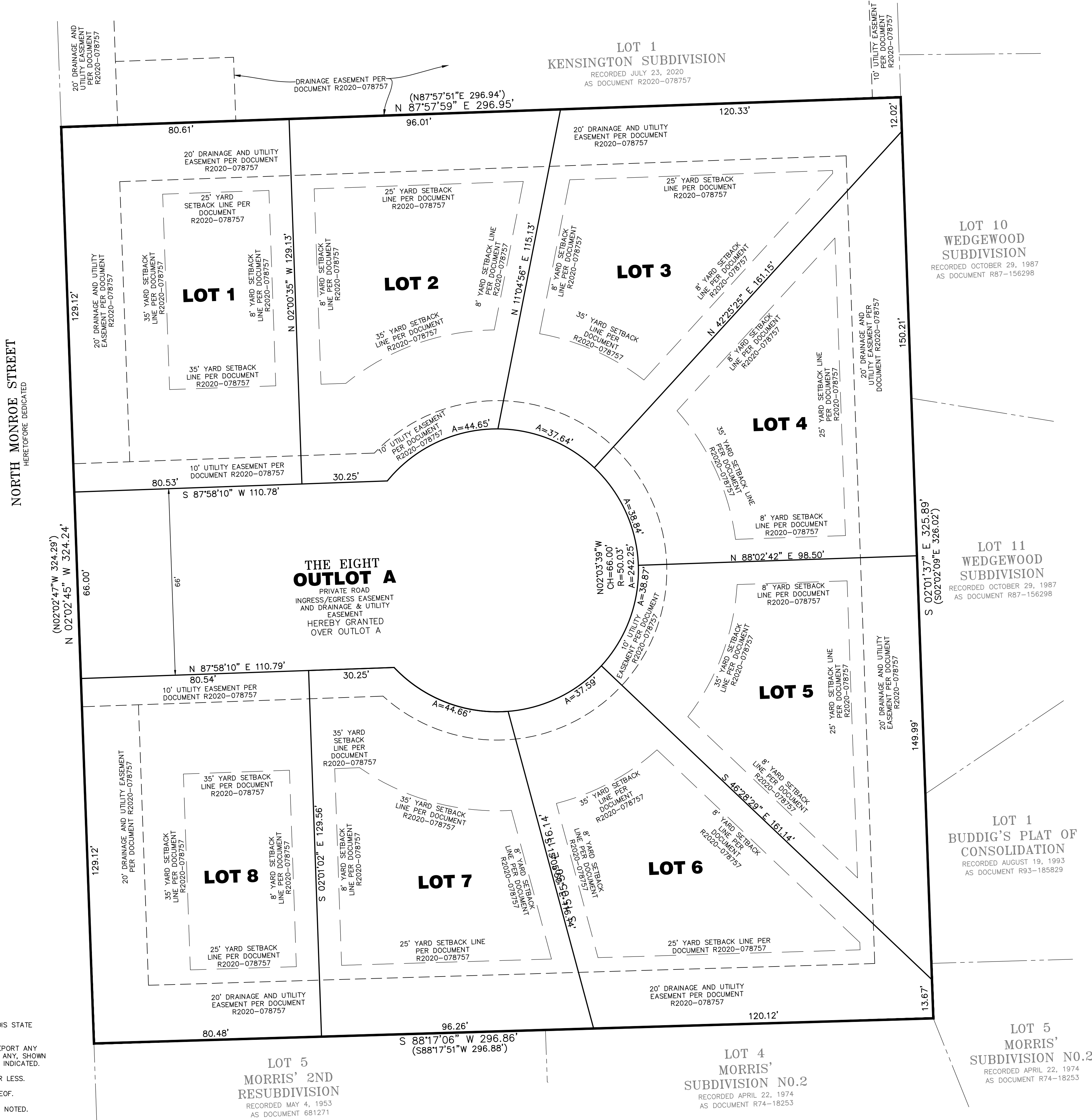


paint color
white dove
oc-17

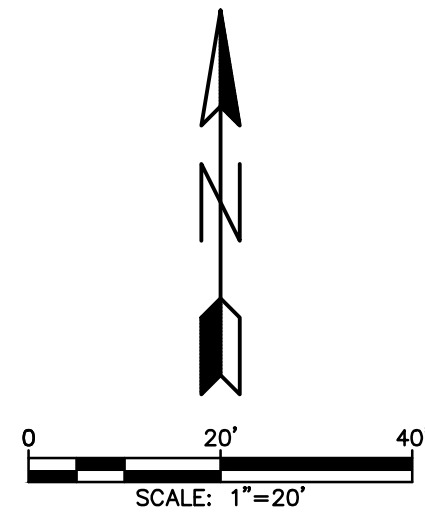
PLAT OF SUBDIVISION

THE EIGHT

BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS



NEW LOT LAYOUT



LEGEND

- = PROPERTY LINE
- - - = NEW LOT LINE
- - - = EXISTING LOT LINE
- - - = EXISTING EASEMENT LINE
- - - = EXISTING SETBACK LINE

ABBREVIATIONS

A	ARC LENGTH
CH	CHORD
E	EAST
N	NORTH
R	RADIUS
S	SOUTH
W	WEST
(XXX.XX)	RECORD INFORMATION
XXX.XX	MEASURED INFORMATION

LOT AREA TABLE

	SQUARE FEET MEASURED	ACRES MEASURED
LOT 1	10,403	0.239
LOT 2	10,013	0.230
LOT 3	10,314	0.237
LOT 4	10,106	0.232
LOT 5	10,096	0.232
LOT 6	10,472	0.240
LOT 7	10,085	0.231
LOT 8	10,413	0.239
OUTLOT A	14,611	0.336
TOTAL:	96,513	2.216

ACCESS NOTE:
THERE SHALL BE NO DIRECT ACCESS
TO NORTH MONROE STREET FROM LOTS
1 AND 8.

GENERAL NOTES

- THE BEARINGS SHOWN ON THIS PLAT ARE BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM - EAST ZONE (NAD 83).
- CHECK LEGAL DESCRIPTION WITH DEED OR TITLE POLICY AND REPORT ANY DISCREPANCY IMMEDIATELY. BUILDING LINES AND EASEMENTS, IF ANY, SHOWN HEREON ARE AS SHOWN ON THE RECORDED SUBDIVISION OR AS INDICATED.
- ALL AREAS LISTED IN THE AREA SUMMARY TABLE ARE MORE OR LESS.
- ALL DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.
- 3/4" IRON PIPES SET AT ALL LOT CORNERS UNLESS OTHERWISE NOTED.

REVISIONS:					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

DRAWN BY: SDS
CHECKED BY: TBM
APPROVED BY: TBM



**ENGINEERING
RESOURCE ASSOCIATES**

35701 WEST AVENUE, SUITE 150
WARRENVILLE, ILLINOIS 60066
PHONE (630) 393-3060
FAX (630) 393-2152

10 S. RIVERSIDE PLAZA, SUITE 875
CHICAGO, ILLINOIS 60606
PHONE (312) 474-7841
FAX (312) 474-6099

2416 GALEN DRIVE
CHAMPAIGN, ILLINOIS 61821
PHONE (217) 351-6268
FAX (217) 355-1902

PREPARED FOR:

J JORDAN HOMES

TITLE:

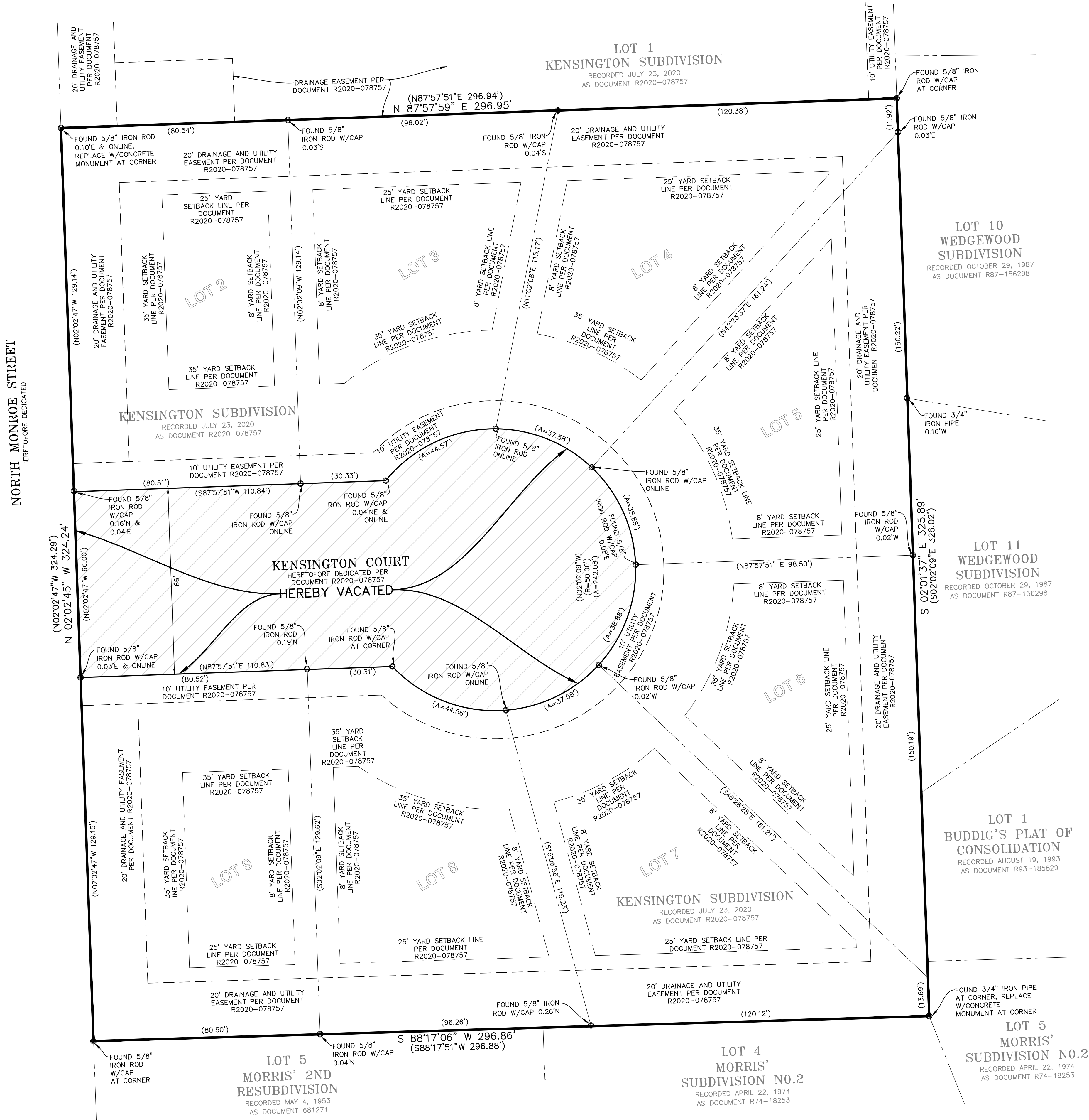
*PLAT OF SUBDIVISION
527 - 541 KENSINGTON COURT
HINSDALE, ILLINOIS*

SCALE: 1"=20'
DATE: 11-03-2022
JOB NO: W22238.00
SHEET 1 OF 3

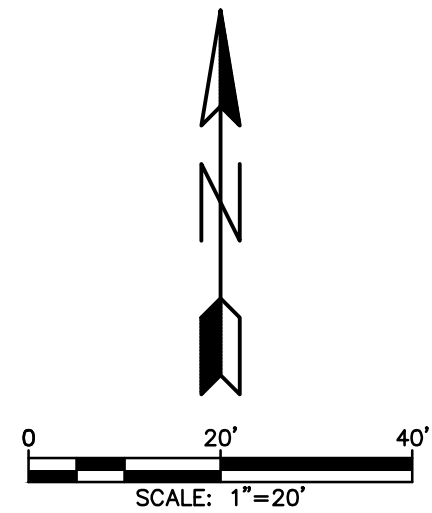
PLAT OF SUBDIVISION

THE EIGHT

BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS



EXISTING BOUNDARY INFORMATION & VACATION



LEGEND

- = PROPERTY LINE
- = NEW LOT LINE
- - - = EXISTING LOT LINE
- - - = EXISTING EASEMENT LINE
- - - = EXISTING SETBACK LINE

ABBREVIATIONS

A	ARC LENGTH
CH	CHORD
E	EAST
N	NORTH
R	RADIUS
S	SOUTH
W	WEST
(XXX.XX)	RECORD INFORMATION
XXX.XX	MEASURED INFORMATION

LOT AREA TABLE (RECORD)

	SQUARE FEET (RECORD)	ACRES (RECORD)
LOT 2	10,400	0.239
LOT 3	10,019	0.230
LOT 4	10,310	0.237
LOT 5	10,110	0.232
LOT 6	10,109	0.232
LOT 7	10,478	0.241
LOT 8	10,091	0.232
LOT 9	10,417	0.239
KENSINGTON COURT	14,606	0.335
TOTAL:	96,540	2.217

REVISIONS:					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

DRAWN BY: SDS
CHECKED BY: TBM
APPROVED BY: TBM



**ENGINEERING
RESOURCE ASSOCIATES**

35701 WEST AVENUE, SUITE 150
WARRENVILLE, ILLINOIS 60065
PHONE (630) 393-3060
FAX (630) 393-2152

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2416 GALEN DRIVE
CHAMPAIGN, ILLINOIS 61821
PHONE (217) 351-6268
FAX (217) 355-1902

PREPARED FOR:

J JORDAN HOMES

TITLE:

*PLAT OF SUBDIVISION
527 - 541 KENSINGTON COURT
HINSDALE, ILLINOIS*

SCALE: 1"=20'
DATE: 11-03-2022
JOB NO: W22238.00
SHEET 2 OF 3

PLAT OF SUBDIVISION

THE EIGHT

BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS

CERTIFICATES

OWNER'S CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE } SS

THIS IS TO CERTIFY THAT I, THE UNDERSIGNED, AM THE RECORD OWNER OF THE PROPERTY DESCRIBED IN THE LEGAL DESCRIPTION AFFIXED HEREON, AND HAVE CAUSED THE SAME TO BE PLATTED AS SHOWN HEREON, FOR THE USES AND PURPOSES SET FORTH AND AS ALLOWED AND PROVIDED BY STATUTES, AND SAID OWNER, DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE AFORESAID.

TO THE BEST OF THE OWNER'S REPRESENTATIVE'S KNOWLEDGE, THE SCHOOL DISTRICT IN WHICH TRACT, PARCEL, LOT OR BLOCK OF THE PROPOSED SUBDIVISION LIES IS:

ELEMENTARY/MIDDLE SCHOOL: HINSDALE COMMUNITY CONSOLIDATED DISTRICT 181
HIGH SCHOOL: HINSDALE HIGH SCHOOL DISTRICT 86

DATED THIS ____ DAY OF _____, A.D., 20____

SIGNATURE _____

SIGNATURE _____
PLEASE PRINT THE AUTHORIZED INDIVIDUAL'S NAME,
TITLE, CORPORATION/COMPANY NAME, AND ADDRESS:

NOTARY CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE } SS

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE AFORESAID COUNTY AND STATE, DO HEREBY CERTIFY THAT THE FOREGOING SIGNATORY OF THE OWNER'S CERTIFICATE IS PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND THAT SAID INDIVIDUAL APPEARED AND DELIVERED SAID INSTRUMENT AS A FREE AND VOLUNTARY ACT OF THE CORPORATION AND THAT SAID INDIVIDUAL DID ALSO THEN AND THERE ACKNOWLEDGE THAT HE OR SHE IS A CUSTODIAN OF THE CORPORATE SEAL OF SAID CORPORATION AND DID AFFIX SAID SEAL OF SAID CORPORATION TO SAID INSTRUMENT AS HIS OR HER OWN FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID CORPORATION, AS OWNER, FOR THE USES AND PURPOSES THEREIN SET FORTH IN THE AFORESAID INSTRUMENT.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS ____ DAY OF _____, A.D. 20____, AT _____

NOTARY PUBLIC _____

PLEASE PRINT NAME _____

DRAINAGE CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE } SS

TO THE BEST OF OUR KNOWLEDGE AND BELIEF, THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF SUCH SUBDIVISION OR ANY PART THEREOF, OR, THAT IF SUCH SURFACE WATER DRAINAGE WILL BE CHANGED, REASONABLE PROVISION HAS BEEN MADE FOR COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC AREAS, OR DRAINS WHICH THE SUBDIVIDER HAS A RIGHT TO USE, AND THAT SUCH SURFACE WATERS WILL BE PLANNED FOR IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES SO AS TO REDUCE THE LIKELIHOOD OF DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THE SUBDIVISION.

DATED THIS ____ DAY OF _____, 20____

REGISTERED PROFESSIONAL ENGINEER, LICENSE NO. _____

OWNER OR DULY AUTHORIZED ATTORNEY _____

OWNER _____

VILLAGE ENGINEER CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE } SS

APPROVED BY THE VILLAGE ENGINEER OF THE VILLAGE OF HINSDALE, DUPAGE COUNTY, ILLINOIS.

THIS ____ DAY OF _____, 20____

VILLAGE ENGINEER _____

PLAN COMMISSION CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE } SS

APPROVED BY THE PLAN COMMISSION OF THE VILLAGE OF HINSDALE, DUPAGE COUNTY, ILLINOIS.

THIS ____ DAY OF _____, 20____

CHAIRMAN _____

VILLAGE PRESIDENT CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE } SS

APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF HINSDALE, DUPAGE COUNTY, ILLINOIS.

THIS ____ DAY OF _____, 20____

PRESIDENT _____

VILLAGE CLERK _____

CERTIFICATE AS TO SPECIAL ASSESSMENTS

STATE OF ILLINOIS }
COUNTY OF DUPAGE } SS

I, _____, VILLAGE TREASURER FOR THE VILLAGE OF HINSDALE, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS OR ANY DEFERRED INSTALLMENTS THEREOF THAT HAVE BEEN APPORTIONED AGAINST THE TRACT OF LAND(S) INCLUDED IN THE SUBJECT PLAT.

DATED AT HINSDALE, THIS ____ DAY OF _____, 20____

VILLAGE TREASURER _____

DRAINAGE & UTILITY EASEMENT PROVISIONS

AN NON EXCLUSIVE EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE VILLAGE OF HINSDALE, ILLINOIS, AMERITECH CORPORATION, NICOR GAS COMPANY, COMMONWEALTH EDISON COMPANY, AQUA ILLINOIS, INC., AND HOLDERS OF FRANCHISES GRANTED BY SAID VILLAGE AND THEIR RESPECTED SUCCESSORS AND ASSIGNS, WITHIN THE AREAS SHOWN BY DASHED LINES ON THE PLAT MARKED "PUBLIC UTILITY & DRAINAGE EASEMENT" SHOWN ON THE PLAT TO CONSTRUCT, INSTALL, RECONSTRUCT, REPAIR, REMOVE, REPLACE, INSPECT, MAINTAIN, AND OPERATE UNDERGROUND TRANSMISSION AND DISTRIBUTION SYSTEMS AND LINES IN, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE "PUBLIC UTILITY & DRAINAGE EASEMENT", INCLUDING WITHOUT LIMITATION, WATERMAINS, STORM SEWERS, SANITARY SEWERS, FORCEMAINS, GAS MAINS, TELEPHONE CABLES, ELECTRIC LINES, CABLE TELEVISION LINES, AND ALL NECESSARY FACILITIES APPURTENANT THERETO, TOGETHER WITH THE RIGHT OF ACCESS THERETO FOR THE PERSONNEL AND EQUIPMENT NECESSARY AND REQUIRED FOR SUCH USES AND PURPOSES, AND TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS UNDER THE SURFACE OF EACH LOT TO SERVE IMPROVEMENTS THEREON, TOGETHER WITH THE RIGHT TO CUT, TRIM, OR REMOVE TREES, BUSHES AND ROOTS AS MAY BE DEEMED REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE PROPERTY FOR ALL SUCH PURPOSES. OBSTRUCTIONS SHALL NOT BE PLACED OVER GRANTEES' FACILITIES OR IN, UPON OR OVER THE PROPERTY WITHIN SAID EASEMENT, WITHOUT PRIOR WRITTEN CONSENT OF THE GRANTEE. SAID EASEMENTS MAY BE USED FOR LANDSCAPING, GARDENS, DRIVEWAYS, AND PARKING, EXCEPT IN EASEMENTS OTHERWISE DESIGNATED AND APPROVED BY THE VILLAGE ENGINEER. THE GRADE OF THE SUBDIVIDED PROPERTY SHALL NOT BE ALTERED IN ANY MANNER SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF, OR WITH THE SURFACE DRAINAGE THEREON.

INGRESS/EGRESS EASEMENT PROVISIONS

AN EASEMENT IS HEREBY GRANTED ACROSS OUTLOT A TO THE OWNERS OF ALL LOTS WITHIN "THE EIGHT" AS SHOWN HEREON, THEIR SUCCESSORS AND ASSIGNS, VISITORS AND THEIR DESIGNEES FOR PERPETUAL PEDESTRIAN USE, ENJOYMENT, PEDESTRIAN INGRESS AND EGRESS, AND ALSO FOR THE PERPETUAL VEHICULAR ACCESS AND VEHICULAR INGRESS AND EGRESS OVER THE PAVED ROADWAY WITHIN SAID LOTS. OUTLOT A SHALL NOT BE USED BY SAID OWNERS AND ASSIGNS, VISITORS AND DESIGNEES IN A MANNER THAT WOULD BLOCK OR RESTRICT THE ACCESS AND FREE FLOW OF TRAFFIC TO ANY INDIVIDUAL LOT PLATTED HEREON.

EASEMENT PROVISIONS

AN EASEMENT FOR SERVING THE SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC AND COMMUNICATIONS SERVICES IS HEREBY RESERVED FOR AND GRANTED TO

COMMONWEALTH EDISON COMPANY
AND
SBC TELEPHONE COMPANY, GRANTEES

THEIR RESPECTIVE LICENSEES, SUCCESSORS AND ASSIGNS, JOINTLY AND SEVERALLY, TO CONSTRUCT, OPERATE, REPAIR, MAINTAIN, MODIFY, RECONSTRUCT, REPLACE, SUPPLEMENT, RELOCATE AND REMOVE, FROM TIME TO TIME, POLES, GUYS, ANCHORS, WIRES, CABLES, CONDUITS, MANHOLES, TRANSFORMERS, PEDESTALS, EQUIPMENT CABINETS OR OTHER FACILITIES USED IN CONNECTION WITH OVERHEAD AND UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRICITY AND SIGNALS IN, OVER, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY SHOWN WITHIN THE DASHED OR DOTTED LINES (OR SIMILAR DESIGNATION) ON THE PLAT AND MARKED "EASEMENT", "UTILITY EASEMENT", "PUBLIC UTILITY EASEMENT", OR "P.U.E." (OR SIMILAR DESIGNATION), THE PROPERTY DESIGNATED IN THE DECLARATION OF CONDOMINIUM AND/OR ON THIS PLAT AS "COMMON ELEMENTS", AND THE PROPERTY DESIGNATED ON THE PLAT AS A "COMMON AREA OR AREAS", AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS AND ALLEYS, WHETHER PUBLIC OR PRIVATE, TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS OVER OR UNDER THE SURFACE OF EACH LOT AND COMMON AREA OR AREAS TO SERVE IMPROVEMENTS THEREON, OR ON ADJACENT LOTS, AND COMMON AREA OR AREAS, THE RIGHT TO CUT, TRIM OR REMOVE TREES, BUSHES, ROOTS AND SAPLINGS AND TO CLEAR OBSTRUCTIONS FROM THE SURFACE AND SUBSURFACE AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES. OBSTRUCTIONS SHALL NOT BE PLACED OVER GRANTEES' FACILITIES OR IN, UPON OR OVER THE PROPERTY WITHIN THE DASHED OR DOTTED LINES (OR SIMILAR DESIGNATION) MARKED "EASEMENT", "UTILITY EASEMENT", "PUBLIC UTILITY EASEMENT", "P.U.E." (OR SIMILAR DESIGNATION) WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEES. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE SUBDIVIDED PROPERTY SHALL NOT BE ALTERED IN A MANNER SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF.

THE TERM "COMMON ELEMENTS" SHALL HAVE THAT MEANING SET FORTH FOR SUCH TERM IN THE "CONDOMINIUM PROPERTY ACT", CHAPTER 765 ILCS 605/2(c), AS AMENDED FROM TIME TO TIME.

THE TERM "COMMON AREA OR AREAS" IS DEFINED AS A LOT, PARCEL, OR AREA OF REAL PROPERTY, THE BENEFICIAL USE AND ENJOYMENT OF WHICH IS RESERVED IN WHOLE AS AN APPURTENANCE TO THE SEPARATELY OWNED LOTS, PARCELS OR AREAS WITHIN THE PLANNED DEVELOPMENT, EVEN THOUGH SUCH AREAS MAY BE OTHERWISE DESIGNATED ON THE PLAT BY TERMS SUCH AS "OUTLOTS", "COMMON ELEMENTS", "OPEN SPACE", "OPEN AREA", "COMMON GROUND", "PARKING AND COMMON AREA". THE TERMS "COMMON AREA OR AREAS" AND "COMMON ELEMENTS" INCLUDE REAL PROPERTY SURFACED WITH INTERIOR DRIVEWAYS AND WALKWAYS, BUT EXCLUDES REAL PROPERTY PHYSICALLY OCCUPIED BY A BUILDING, SERVICE BUSINESS DISTRICT OR STRUCTURES SUCH AS A POOL, RETENTION POND, OR MECHANICAL EQUIPMENT.

RELOCATION OF FACILITIES WILL BE DONE BY GRANTEES AT COST OF THE GRANTOR/LOT OWNER, UPON WRITTEN REQUEST.

NICOR EASEMENT PROVISIONS

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO NORTHERN ILLINOIS GAS COMPANY, AN ILLINOIS CORPORATION, DOING BUSINESS AS NICOR GAS COMPANY, ITS SUCCESSORS AND ASSIGNS (HEREINAFTER "NICOR") TO INSTALL, OPERATE, MAINTAIN, REPAIR, REPLACE AND REMOVE, FACILITIES USED IN CONJUNCTION WITH THE TRANSMISSION AND DISTRIBUTION OF NATURAL GAS IN, OVER, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY SHOWN ON THIS PLAT MARKED "EASEMENT", "UTILITY EASEMENT", "PUBLIC UTILITY EASEMENT", "P.U.E.", "PUBLIC UTILITY & DRAINAGE EASEMENT", "P.U. & D.E.", "COMMON AREA OR AREAS" (OR SIMILAR DESIGNATIONS), STREETS AND ALLEYS, WHETHER PUBLIC OR PRIVATE, AND THE PROPERTY DESIGNATED IN THE DECLARATION OF CONDOMINIUM AND/OR ON THIS PLAT AS "COMMON ELEMENTS", TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS OVER OR UNDER THE SURFACE OF EACH LOT AND COMMON AREA OR AREAS TO SERVE IMPROVEMENTS THEREON, OR ON ADJACENT LOTS, AND COMMON AREA OR AREAS, AND TO SERVE OTHER PROPERTY, ADJACENT OR OTHERWISE, AND THE RIGHT TO REMOVE OBSTRUCTIONS, INCLUDING BUT NOT LIMITED TO, TREES, BUSHES, ROOTS AND FENCES, AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE PROPERTY FOR ALL SUCH PURPOSES. OBSTRUCTIONS SHALL NOT BE PLACED OVER NICOR FACILITIES OR IN, UPON OR OVER THE PROPERTY IDENTIFIED ON THIS PLAT FOR UTILITY PURPOSES WITHOUT THE PRIOR WRITTEN CONSENT OF NICOR. AFTER INSTALLATION OF ANY FACILITIES, THE GRADE OF THE PROPERTY SHALL NOT BE ALTERED IN A MANNER SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF.

THE TERM "COMMON ELEMENTS" SHALL HAVE THAT MEANING SET FORTH FOR SUCH TERM IN SECTION 605/2(e) OF THE "CONDOMINIUM PROPERTY ACT", (ILLINOIS COMPILED STATUTES, CH. 765, SEC. 605/2(e)), AS AMENDED FROM TIME TO TIME.

THE TERM "COMMON AREA OR AREAS" IS DEFINED AS A LOT, PARCEL, OR AREA OF REAL PROPERTY, INCLUDING REAL PROPERTY SURFACED WITH INTERIOR DRIVEWAYS AND WALKWAYS, THE BENEFICIAL USE AND ENJOYMENT OF WHICH IS RESERVED IN WHOLE AS AN APPURTENANCE TO THE SEPARATELY OWNED LOTS, PARCELS OR AREAS WITHIN THE PROPERTY, EVEN THOUGH SUCH AREAS MAY BE DESIGNATED ON THIS PLAT BY OTHER TERMS.

P.I.N.:
09-02-213-018 (LOT 2)
09-02-213-019 (LOT 3)
09-02-213-020 (LOT 4)
09-02-213-021 (LOT 5)
09-02-213-022 (LOT 6)
09-02-213-023 (LOT 7)
09-02-213-024 (LOT 8)
09-02-213-025 (LOT 9)

COMMON ADDRESS:
527 - 541 KENSINGTON COURT
HINSDALE, IL 60521

THIS PLAT HAS BEEN SUBMITTED
FOR RECORDING BY AND RETURN TO:
NAME: VILLAGE OF HINSDALE
ADDRESS: 19 E. CHICAGO AVENUE
HINSDALE, IL 60521
PHONE: 630.789.7000

OWNER & TAX BILL ADDRESS:

J JORDAN HOMES LLC
112 S GRANT STREET
HINSDALE, IL 60521

COUNTY CLERK CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE } SS

I, _____, COUNTY CLERK OF DUPAGE COUNTY, ILLINOIS, DO HEREBY CERTIFY, THAT I FIND NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT GENERAL TAXES, NO UNPAID FORFEITED TAXES, NO DELINQUENT OR UNPAID SPECIAL ASSESSMENTS, NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND SHOWN ON THIS PLAT.

GIVEN UNDER MY HAND AND SEAL AT WHEATON, DUPAGE COUNTY, ILLINOIS,

THIS ____ DAY OF _____, 20____

COUNTY CLERK, DUPAGE COUNTY, ILLINOIS _____

DUPAGE COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE } SS

THIS INSTRUMENT _____, WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DUPAGE COUNTY, ILLINOIS, ON THE ____ DAY OF _____, A.D., 20____ AT ____ O'CLOCK ____ M.

AND WAS RECORDED IN BOOK _____ OF PLATS ON PAGE _____.

RECORDER OF DEEDS, DUPAGE COUNTY, ILLINOIS _____

PERMISSION TO RECORD

STATE OF ILLINOIS }
COUNTY OF DUPAGE } SS

I, TIMOTHY B. MARTINEK, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HEREBY GRANT PERMISSION TO THE HINSDALE VILLAGE CLERK OR AN EMPLOYEE OF THE VILLAGE CLERK'S OFFICE TO RECORD THIS PLAT, THE REPRESENTATIVE SHALL PROVIDE THIS SURVEYOR WITH A RECORDED COPY OF THIS PLAT.

DATED THIS ____ DAY OF _____, A.D. 2022.

FOR REVIEW

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003782
LICENSE EXPIRES NOVEMBER 30, 2024

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE } SS

I, TIMOTHY B. MARTINEK, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003782, DO HEREBY CERTIFY THAT I HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING DESCRIBED PROPERTY:

LOTS 2 THROUGH 9 INCLUSIVE, IN KENSINGTON SUBDIVISION, BEING A SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 23, 2020 AS DOCUMENT R2020-078757, IN DUPAGE COUNTY, ILLINOIS.

AS SHOWN ON THE ANNEXED PLAT, WHICH IS A CORRECT REPRESENTATION OF SAID SURVEY AND SUBDIVISION. ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS THEREOF.

I FURTHER CERTIFY THAT ALL REGULATIONS ENACTED BY THE VILLAGE PRESIDENT AND VILLAGE BOARD OF THE VILLAGE OF HINSDALE RELATIVE TO PLATS AND SUBDIVISIONS HAVE BEEN COMPLIED WITH IN PREPARATION OF THIS PLAT.

I FURTHER CERTIFY THAT THE LAND IS WITHIN THE VILLAGE OF HINSDALE (OR WITHIN ONE AND ONE-HALF (1 ½) MILES OF THE CORPORATE LIMITS OF THE VILLAGE OF HINSDALE) WHICH HAS ADOPTED A CITY COMPREHENSIVE PLAN AND MAP AND IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY DIVISION 12 OF ARTICLE 11 OF THE ILLINOIS MUNICIPAL CODE AS AMENDED.

I FURTHER CERTIFY THAT ACCORDING TO THE FLOOD INSURANCE RATE MAPS, COMMUNITY PANEL NUMBER 17043C0187J, WITH AN EFFECTIVE DATE OF AUGUST 1, 2019, THIS SITE APPEARS TO BE LOCATED IN ZONE "X" - UNSHADED (AREAS DETERMINED TO BE OUTSIDE THE 0.2% CHANCE ANNUAL FLOOD) TO THE BEST OF MY KNOWLEDGE AND BELIEF.

GIVEN UNDER MY HAND AND SEAL THIS ____ DAY OF _____, 2022.

FOR REVIEW

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003782
LICENSE EXPIRES NOVEMBER 30, 2024

DESIGN FIRM PROFESSIONAL LICENSE NO. 184.001186
LICENSE EXPIRES APRIL 30, 2023

TITLE: _____

PLAT OF SUBDIVISION
527 - 541 KENSINGTON COURT
HINSDALE, ILLINOIS

SCALE: 1"=20'
DATE: 11-03-2022
JOB NO: W22238.00
SHEET 3 OF 3

REVISIONS:						DRAWN BY: SDS
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	
						CHECKED BY: TBM
						APPROVED BY: TBM



ENGINEERING
RESOURCE ASSOCIATES

35701 WEST AVENUE, SUITE 150
WARRENVILLE, ILLINOIS 60555
PHONE (630) 393-3060
FAX (630) 393-2152

10 S. RIVERSIDE PLAZA, SUITE 875
CHICAGO, ILLINOIS 60606
PHONE (312) 474-7841
FAX (312) 474-6099

2416 GALEN DRIVE
CHAMPAIGN, ILLINOIS 61821
PHONE (217) 351-6268
FAX (217) 355-1902

PREPARED FOR:

J JORDAN HOMES

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Andrianna Peterson, Acting Clerk of the Village of Hinsdale, in the Counties of DuPage and Cook, State of Illinois, do hereby certify that the attached and foregoing is a true and correct copy of that certain Ordinance now on file in my Office, entitled:

ORDINANCE NO. _____

**AN ORDINANCE APPROVING A MAJOR ADJUSTMENT TO THE EXTERIOR
APPEARANCE AND SITE PLAN FOR CHANGES TO THE RESIDENTIAL
SUBDIVISION PORTION OF THE KENSINGTON SCHOOL DEVELOPMENT AT
527-541 KENSINGTON COURT**

which Ordinance was passed by the Board of Trustees of the Village of Hinsdale at a Regular Village Board Meeting on the ____ day of _____, 2022, at which meeting a quorum was present, and approved by the President of the Village of Hinsdale on the ____ day of _____, 2022.

I further certify that the vote on the question of the passage of said Ordinance by the Board of Trustees of the Village of Hinsdale was taken by Ayes and Nays and recorded in the minutes of the Board of Trustees of the Village of Hinsdale, and that the result of said vote was as follows, to-wit:

AYES: _____

NAYS: _____

ABSENT: _____

I do further certify that the original Ordinance, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Hinsdale, this ____ day of _____, 2022.

Acting Village Clerk

[SEAL]