VILLAGE OF HINSDALE
VILLAGE BOARD OF TRUSTEES
MINUTES OF THE MEETING
November 17, 2015

The regularly scheduled meeting of the Hinsdale Village Board of Trustees was called to order by President Tom Cauley in Memorial Hall of the Memorial Building on Tuesday, November 17, 2015, at 7:34 p.m.

Present: President Tom Cauley, Trustees J. Kimberley Angelo, Luke Stifflear, Laura LaPlaca and Bob Saigh

Absent: Trustees Christopher Elder and Gerald J. Hughes

Also Present: Village Manager Kathleen A. Gargano, Assistant Village Manager/Finance Director Darrell Langlois, Police Chief Brad Bloom, Deputy Police Chief Kevin Simpson, Fire Chief Rick Ronovsky, Director of Public Services George Peluso, Director of Community Development Robb McGinnis, Director of Parks & Recreation Gina Hassett, Village Engineer Dan Deeter, Village Planner Chan Yu and Economic Development Coordinator/Human Resources Administrator Emily Wagner

PLEDGE OF ALLEGIANCE

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

APPROVAL OF MINUTES

Meeting of November 3, 2015

Trustee LaPlaca moved to **approve the draft minutes of the regularly scheduled meeting of November 3, 2015, as presented.** Trustee Saigh seconded the motion.

AYES: Trustees Angelo, LaPlaca, Saigh and President Cauley
NAYS: None
ABSTAIN: Trustee Stifflear
ABSENT: Trustees Elder and Hughes

Motion carried.

Committee of the Whole of October 19, 2015

Trustee Saigh made a correction to the draft minutes. Trustee LaPlaca moved to **approve the draft minutes of the Committee of the Whole of October 19, 2015, as amended.** Trustee Saigh seconded the motion.

AYES: Trustees Angelo, Stifflear, LaPlaca, Saigh
NAYS: None
ABSTAIN: None
ABSENT: Trustees Elder and Hughes

Motion carried.

CITIZENS' PETITIONS

None.

VILLAGE PRESIDENT'S REPORT

President Cauley thanked Adventist Hinsdale Hospital for paying half the cost to bury the overhead lines north of the Oak Street Bridge. The total cost for that project was $62,000.

POLICE DEPARTMENT LIFE SAVING AWARD – OFFICER KEVIN BERLAND

President Cauley announced the officer being honored this evening is Kevin Berland who has been with the Hinsdale Police force since March of 2013. He read a summary of the incident wherein Officer Berland arrived at an accident scene and applied a tourniquet to the victim which saved his life. President Cauley said that Officer Berland went above and beyond the call of duty. Chief Bloom and Deputy Chief Kevin Simpson presented Officer Berland with the lifesaving award.

FIRST READINGS - INTRODUCTION

Administration & Community Affairs (Chair Hughes)

a) 2015 Tax Levy Documents
   i) Approval of an Ordinance Levying Taxes for Corporate Purposes for the Fiscal Year of the Village of Hinsdale, Illinois, commencing on May 1, 2015 and ending on April 30, 2016
   ii) Resolution abating the tax hereto levied for the year 2015 to pay the principal of and interest on $3,500,000 General Obligation Bonds (Water and Sewerage Systems Alternate Revenue Source), Series 2008, of the Village of Hinsdale, DuPage and Cook Counties, Illinois
   iii) Resolution abating the tax hereto levied for the year 2015 to pay the principal of and interest on $1,425,000 Taxable General Obligation Bonds (Alternate Revenue Source), Series 2011, of the Village of Hinsdale, DuPage and Cook Counties, Illinois
   iv) Resolution abating the tax hereto levied for the year 2015 to pay the principal of and interest on $5,000,000 General Obligation Bonds (Alternate Revenue Source), Series 2012A, of the Village of Hinsdale, DuPage and Cook Counties, Illinois
   v) Resolution abating the tax hereto levied for the year 2015 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

vi) Resolution abating the tax hereto levied for the year 2015 to pay the principal of and interest on $2,025,000 General Obligation Bonds (Waterworks and Sewerage Alternate Revenue Source), Series 2014A, of the Village of Hinsdale, DuPage and Cook Counties, Illinois

vii) Resolution abating the tax hereto levied for the year 2015 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

viii) Approval of an Ordinance for the Levy and Assessment of Taxes for the Fiscal Year Beginning on May 1, 2015 and ending on April 30, 2016, in and for the Village of Hinsdale Special Service Area No. 9-Localized Drainage Solution

President Cauley explained the Board approves these tax levy items annually; it is the mechanism by which property taxes are allocated. Mr. Langlois explained it is a two-step process. On November 3rd the Board adopted the maximum levy as required by law; tonight's item is the actual levy document. Additionally, there are a series of resolutions to abate the taxes on bond issues. The last item is for Special Service Area 9, a water improvement project. This is year eight out of ten for this item.
The Board agreed to move this forward for a second reading.

b) Approve an Ordinance Amending Various Sections of the Village Code of Hinsdale Relative to Business Licensing and Registration Requirements and Late Fees
c) Approve an Ordinance Amending Section 6-1-4 (License Fees) of the Village Code of Hinsdale Relative to Vehicle License Fees
d) Approve an Ordinance Amending Section 6-7-3, Parking Restrictions; Metered Spaces, of the Village Code of Hinsdale
e) Approve an Ordinance Amending Title 9 (Building Regulations), Chapter 9 (Fire Code), Section 9-9-2 (Amendments, Revisions and Changes) Relative to Fire Inspection Fees
f) Approve an Ordinance Amending Title 4 (Health and Sanitation), Chapter 1 (General Health Regulations), Section 4-1-9 (Ambulance and Life Support Service Fees)
g) Approve an Ordinance Amending Section 5-5-4, False Alarms, of the Village Code of Hinsdale
h) Approve an Ordinance Amending Various Section Related to Business Licensing and Creating a New Chapter 16 (General Contractor Licensing) of Title 3 (Business and License Regulations) of the Village Code of Hinsdale
i) Approve an Ordinance Amending Title 7 (Public Ways and Property) by Adding a New Chapter 7 (Commercial Filming, Photography, and Taping Activities) of the Village Code of Hinsdale Relative to Commercial Filming, Photography and Taping Activities within the Village
j) Approve an Ordinance to Amending Title 3 (Business and License Regulations) Chapter 3 (Liquor Control) of the Village Code of Hinsdale relative to an Updated Liquor Code

President Cauley explained the previously listed items were addressed at a Committee of the Whole meeting and a number of fees were changed. He provided

an overview of the various fee changes. The licensing of home based businesses is eliminated; it is difficult to enforce and provides only about $5,000 in revenue. The late fee to those businesses required to obtain a license will be increased and will make up the difference in lost revenue from the home based businesses. The vehicle sticker fee will increase by $10; the Class B truck license fee will increase by $40. Liquor license fees will increase; parking citations will increase to recoup the cost to administer the ticket, and ambulance fees are increasing. The Village will begin to license General Contractors for an annual fee of $250.00. Commercial filming will also be codified.
On the matter of commercial filming fees, Trustee LaPlaca referenced an article she saw in Hinsdale Living Magazine that talked about how lucrative it is for residents to do commercial filming. She recommended staff take a closer look at the recommended fees. Trustee Stifflear commented the filming can be intrusive for residents, and can result in costs to the Village. He wondered what other municipalities charge for this activity. Residents were encouraged to come to the next meeting to talk about fees.

The Board discussed the new Liquor Code. President Cauley remarked that many years ago Hinsdale did not allow liquor sales, but as more types of businesses came forward a new license class was created for almost each new business. Moving forward we would like not to have to pass an ordinance for each new liquor license applicant. Trustee LaPlaca elaborated stating this re-write was a clarification of the code; making the code less cumbersome and eliminating redundancies. Staff worked with Village legal counsel on the project. Ms. Mallory Maluzzi, from Klein Thorpe & Jenkins, provided an overview of the liquor code revision process to date and noted this is a brand new code. She also noted that the Board will still approve an increase in the number of licenses issued per class by ordinance. Ms. Maluzzi clarified the inclusion of consumption hours and packaged sale hours for the restaurant classification. It was noted that the service hours included in the liquor code were not changed, but will be taken up separately due to strong feelings on this issue.

With respect to General Contractor licensure, President Cauley remarked this will provide more enforcement muscle for the Village and the fee will cover the cost of administering the licensing.
The Board agreed to put these items on the Consent Agenda of their next meeting.

Environment & Public Services (Chair LaPlaca)

k) Approve an Ordinance for the Vacation of an Alley at 741 S. Monroe Street
President Cauley introduced the item stating this is not a through alley and this is the standard process for these types of applications.
The Board agreed to put this item on the Consent Agenda of their next meeting.

Zoning & Public Safety (Chair Saigh)

l) Approve a Referral to the Plan Commission of a Text Amendment to remove the business licensing of home occupations from the Zoning Code
President Cauley explained this is the text amendment that will remove the licensing of home based businesses from the zoning code.

The Board agreed to refer the matter to the Plan Commission.

CONSENT AGENDA

Administration & Community Affairs (Chair Hughes)

Accounts Payable

Trustee Saigh moved **approval and payment of the accounts payable for the period of November 4, 2015 through November 17, 2015 in the aggregate amount of $2,981,269.12 as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk**. Trustee LaPlaca seconded the motion.

AYES: Trustees Angelo, Stifflear, LaPlaca, Saigh
NAYS: None
ABSTAIN: None
ABSENT: Trustees Elder and Hughes

Motion carried.

The following items were approved by omnibus vote:

a) **Approve an Ordinance Authorizing the Disposal of Personal Property Owned by the Village of Hinsdale O2015-39** *(First Reading – November 3, 2015)*
b) **Approve a License Agreement between the Village of Hinsdale and the Hinsdale Swim Club for the 2016 through 2018 seasons** *(First Reading – November 3, 2015)*
c) **Approve a Resolution Authorizing Waiver of Construction Noise Hours Limitations Pursuant to Section 9-12-2 of the Village Code of the Village of Hinsdale – AMITA Health and Hinsdale Hospital R2015-25** *(First Reading – November 3, 2015)*

Zoning & Public Safety (Chair Saigh)

d) **Enter into an Intergovernmental Agreement with DuPage County in order to recover costs associated with Hinsdale's move to a new 9-1-1 dispatch service provider** *(First Reading – November 3, 2015)*

Trustee LaPlaca moved to **approve the Consent Agenda, as presented.** Trustee Saigh seconded the motion.

AYES: Trustees Angelo, Stifflear, LaPlaca, Saigh
NAYS: None
ABSTAIN: None
ABSENT: Trustees Elder and Hughes

Motion carried.

SECOND READINGS / NON-CONSENT AGENDA - ADOPTION

Administration & Community Affairs (Chair Hughes)

Waive a First Reading and Approve an Ordinance Amending Section 3-3-5 (Local Liquor Licenses) of the Village Code of Hinsdale Relative to Allowing Extended Hours on November 25, 2015

President Cauley introduced the item and said the first reading was waived because it was discussed at the last Board meeting and because of the timing of the item relative to the holiday.

Trustee LaPlaca moved to **Approve an Ordinance Amending Section 3-3-5 (Local Liquor Licenses) of the Village Code of Hinsdale Relative to Allowing Extended Hours on November 25, 2015.** Trustee Saigh seconded the motion.

Board discussion followed. Ms. Patricia Vlahos, Fuller House, addressed the Board explaining that the day before Thanksgiving is popular for families and friends, most people don't have work or school. They are asking for the extra hour so as to treat it like a normal weekend evening. Mr. Doug Fuller addressed the Board and reiterated her remarks.

Trustee LaPlaca commented there haven't been any issues with Fuller House or any other restaurant in town. It's a holiday night and she doesn't believe the extra hour will be problematic. She noted that people may elect to dine in other communities instead of coming to Hinsdale; she said this is a one-time issue and doesn't have a problem with the request. Ms. Vlahos noted the kitchen would be open later to allow people to eat.

Trustee Saigh stated that he was initially inclined to approve this request, but has since had discussions with people who have expressed some anxiety on the matter. He takes to heart the words of the Police Chief who is charged with enforcing the law and doing so in a way that is advantageous to the community at large. He is open to something like this in the future but doesn't have a feeling that this is the right time.

Chief Bloom explained he is not opposed to changing the liquor code hours overall, but cited research that indicates more alcohol is consumed on this day than all other holidays. There is the highest number of fatalities as well. He does not believe it is a good idea to carve this one day out when we know that there is a high propensity for alcohol abuse.

Trustee Angelo pointed out it is a family and friends day, many people don't get in town till later and the normal dinner hour doesn't apply. For those who do work on Thursday, this may be the only chance to socialize. There doesn't seem to be any indication of a developing bar scene. Additionally, a case could be made that staying open another hour might be advantageous to having people go further away and keep driving.

Ms. Vlahos asked the Board if there is anything she can do make them feel more comfortable; extensive cab outreach or passing free food. Mr. Fuller wants to be able to compete with other Villages.

President Cauley appreciates Ms. Vlahos offer to do more to 'protect' her customers, but this approval would apply to all businesses in town. Discussion followed regarding a thirty minute extension, but no action was taken on that suggestion.

Trustee Stifflear stated he cannot support this as a matter of public policy. Ms. Vlahos explained their 'last call' policies. Attorney Maluzzi confirmed the restaurant can stay open to serve food as long as they want.

President Cauley called the question.

AYES: Trustees Angelo and LaPlaca
NAYS: Trustees Stifflear and Saigh
ABSTAIN: None
ABSENT: Trustees Elder and Hughes

Motion denied.

Zoning & Public Safety (Chair Saigh)

Approve an Ordinance Approving a Major Adjustment to a Site Plan/Exterior Appearance Plan at 10 Salt Creek Lane – Med Properties

(First Reading – October 7, 2015)

President Cauley reminded the Board this was the Trex screening matter. Trustee LaPlaca moved to **Approve an Ordinance Approving a Major Adjustment to a Site Plan/Exterior Appearance Plan at 10 Salt Creek Lane – Med Properties.** Trustee Saigh seconded the motion.

AYES: Trustees Angelo, Stifflear, LaPlaca, Saigh
NAYS: None
ABSTAIN: None
ABSENT: Trustees Elder and Hughes

Motion carried.

Approve an Ordinance Approving a Major Adjustment to a Site Plan/Exterior Appearance Plan at 12 Salt Creek Lane – Med Properties

(First Reading – October 7, 2015)

Trustee Saigh moved to **Approve an Ordinance Approving a Major Adjustment to a Site Plan/Exterior Appearance Plan at 12 Salt Creek Lane – Med Properties.** Trustee LaPlaca seconded the motion.

AYES: Trustees Angelo, Stifflear, LaPlaca, Saigh
NAYS: None
ABSTAIN: None
ABSENT: Trustees Elder and Hughes

Motion carried.

Approve an Ordinance Approving Site Plan and Exterior Appearance Plan for New Telecommunications Antennas and Related Equipment at 120 N. Oak Street – SprintCom Inc. at Adventist Hinsdale Hospital *(First Reading – October 7, 2015)*

Trustee LaPlaca moved to **Approve an Ordinance Approving Site Plan and Exterior Appearance Plan for New Telecommunications Antennas and Related Equipment at 120 N. Oak Street – SprintCom Inc. at Adventist Hinsdale Hospital.** Trustee Saigh seconded the motion.

AYES: Trustees Angelo, Stifflear, LaPlaca, Saigh
NAYS: None
ABSTAIN: None
ABSENT: Trustees Elder and Hughes

Motion carried.

Approve an Ordinance Approving an Exterior Appearance Plan for Façade Improvements to a Commercial Building at 50 S. Washington Street
(First Reading – November 3, 2015)

Trustee LaPlaca moved to **Approve an Ordinance Approving an Exterior Appearance Plan for Façade Improvements to a Commercial Building at 50 S. Washington Street.** Trustee Saigh seconded the motion.

AYES: Trustees Angelo, Stifflear, LaPlaca, Saigh
NAYS: None
ABSTAIN: None
ABSENT: Trustees Elder and Hughes

Motion carried.

Approve an Ordinance Approving a Major Adjustment to a Planned Development to Allow Expansion of a Private School to a Maximum Enrollment of Ninety (90) Students - 125 S. Vine Street – Vine Academy at Zion Lutheran Church
(First Reading – November 3, 2015)

Trustee LaPlaca moved to **Approve an Ordinance Approving a Major Adjustment to a Planned Development to Allow Expansion of a Private School to a Maximum Enrollment of Ninety (90) Students - 125 S. Vine Street – Vine Academy at Zion Lutheran Church.** Trustee Saigh seconded the motion.

AYES: Trustees Angelo, Stifflear, LaPlaca, Saigh
NAYS: None
ABSTAIN: None
ABSENT: Trustees Elder and Hughes

Motion carried.

DISCUSSION ITEMS

Oak Street Bridge Update and Temporary Fencing – Engineering

Village Engineer Dan Deeter reported the project is on track and the bridge is expected to open the first week of December. The contractor is pouring the final pavement for north and south Oak Street this week. Mr. Deeter referenced the materials provided to the Board in their packet for the mandatory fencing along the parapet walls. The permanent custom fencing will not be ready for the bridge opening, so a temporary fence of chain link will be installed. He noted that wreaths will be up for the holiday season on the chain link fence. Trustees have pictures of both the chain link fence and the final fence for visual review. He noted it is mandatory the fence is up for the safety of the trains and confirmed the temporary fencing will be attached to the same anchors installed on the parapet wall for the permanent fence.

Community House – Renovation proposal

Ms. Jenny Fabian, Executive Director of the Community House, addressed the Board. She stated the Community House is a non-profit in Hinsdale that offers a wide variety of services and recreation opportunities for the community. They are seeking feedback from the Board for a building project they are contemplating which will allow them to expand their arts programming. Currently, the back patio is tented for this purpose, but they would like to enclose the patio and build a four-season atrium at this location. This new addition will allow for additional arts programming, but could also be opened to Robbins Park as a pavilion for performances a few times per year. Mr. Bruce George, architect for the project, illustrated the existing site and the proposed addition. They would build an indoor/outdoor structure on the existing terrace. They are aware the proposed building encroaches on the property line and will require some variation relief. However, what they would prefer is a deed agreement for the property that would eliminate the FAR relief they will have to request. This would allow them to flatten the grade and provide retaining walls and the ability to perhaps extend the stage to make it more presentable. They would also like to bend the existing gravel path and create a flat seating area. He acknowledged a water problem on the property; there is sogginess and sponginess after any rain. They would work with the Village to add storm sewers and make it usable.

Mr. George said they are before the Board this evening for guidance and whether the Village would work with the Community House to overcome zoning issues. He summarized as follows: zoning approval for use of an outdoor venue for entertainment purposes, deeding over 600 square feet of property or another legal solution to work in FAR guidelines, grading to create the space for outdoor seating, storm water remediation, front and side yard relief and confirmation of a parking agreement for the use of the extension lot.

Mr. Bill Kasinski, Community House Chairman of the Board, reiterated their excitement for the future and thanked the Board for their input and recommendations.

President Cauley thanked Mr. Kasinski and Mr. George for asking for feedback before going through a formal process. He expressed his concerns regarding deeding land to anybody, particularly parkland; parking for people who are there for uses unrelated to the Community House and the potential for noise from an open air pavilion in a dense residential area. He commented that setbacks and FAR can be handled by staff and the Plan Commission through customary process. Trustee Stifflear agreed, and noted the required flexibility on variances is being considered because the request comes from the Community House. With respect to the bending of the existing gravel path, he cautioned against infringement on playing fields. It was confirmed that the proposed planned seating for this area is temporary and removable. Trustee LaPlaca suggested the coordination of Community House activities and the use of the playing fields is an administrative issue that would need to be addressed. Regarding the parking, Mr. McGinnis said further research would need to be done to find a parking agreement, if one exists, but there could be some information from the County recording. Trustee Angelo reiterated noise concerns for area residents and suggested that the water and drainage issues in the area might be more problematic than are anticipated because of the ground material. Trustee Saigh made note of the protectiveness of this Board of Hinsdale's limited open space. Discussion followed regarding deeding of property and FAR approvals.

Wrought Iron Fences – Historical Preservation Commission (HPC)

Mr. John Bohnen and Mr. Frank Gonzalez, commissioners on the Historic Preservation Commission (HPC), addressed the Board regarding what they believe is a fence situation creeping through the community and the unintended consequences as a result. He noted that the municipal code states that fence variations must be granted by the Zoning Board of Appeals, and is predicated on proving hardship, but having reviewed these cases, he finds there is no consistency. He believes the parameters in the code regarding fences should be changed. He provided Lake Forest and Winnetka fence codes for the Boards review. The Board expressed concerns that front yards will disappear, hardscape would be increased thereby reducing greenery, and possible aesthetic issues. Mr. Bohnen will bring back illustrations and examples to the Board for consideration. President Cauley commented there is enough interest in this issue to take it a step further.

DEPARTMENT AND STAFF REPORTS

a) Treasurer's Report
b) Public Services
c) Engineering
d) Police
e) Fire

The reports listed above were provided to the Board. There were no additional questions regarding the contents of the department and staff reports.

REPORTS FROM ADVISORY BOARDS AND COMMISSIONS

No reports.

OTHER BUSINESS

None.

NEW BUSINESS

None.

CITIZENS' PETITIONS

None.

TRUSTEE COMMENTS

None.

ADJOURNMENT

There being no further business before the Board, President Cauley asked for a motion to adjourn. Trustee Angelo **moved to adjourn the meeting of the Hinsdale Village Board of Trustees of November 17, 2015.** Trustee LaPlaca seconded the motion.

AYES: Trustees Angelo, Stifflear, LaPlaca and Saigh
NAYS: None
ABSTAIN: None
ABSENT: Trustees Elder and Hughes

Motion carried.

Meeting adjourned at 9:23 p.m.

ATTEST: _____
Christine M. Bruton, Village Clerk

December 8, 2015

REQUEST FOR BOARD ACTION

6a

AGENDA SECTION NUMBER First Reading – EPS	**ORIGINATING DEPARTMENT** Public Services
ITEM Award Bid #1595 Inspection and Repair of Well #2	**APPROVED** George Peluso, Public Services Director

There is a total of $73,000 budgeted in the Water and Sewer Division operations and maintenance fund (6102-7918) to complete the inspection and repair of Well #2. The contracted work includes the pulling, inspection, cleaning, coating, associated parts, and service restoration of the emergency back-up well. The well was last rehabilitated in 2004 and is scheduled to be serviced approximately every five years. Through in-house staff repair and service efforts, the Village has been able to defer major repairs; however, staff is recommending a full rehabilitation of the well at this time.

The bid was published on November 12, 2015. Additionally, staff sent bid packets directly to three contractors who are known to perform this type of work. On November 30, two sealed bids were submitted. The results of the bids are as follows:

Contractor	**Bid Amount**
Municipal Well & Pump	$67,860
Layne Christensen Company	$78,878

The lowest bidder is Municipal Well & Pump. They have worked on Village projects in the past, and staff has determined that their work satisfactory. Public Services staff recommends that the Village Board of Trustees award Bid #1595 for the services of inspection and repair of Well #2 to Municipal Well & Pump in the bid amount of $67,860.

MOTION: **To award Bid #1595 to Municipal Well & Pump for the inspection and repair of Well #2 in the amount of $67,860.**

Approval	**Approval**	**Approval**	**Approval**	**Manager's Approval**

COMMITTEE ACTION:

BOARD ACTION:

Village of Hinsdale
Bid #1595 Well #2 Repair Project
Bid Tabulation, 10:00 a.m., November 30, 2015
Budget $73,000
Account 6102-7918

ITEM	Item Number	Bid Comparison Quantity	Municipal Well & Pump			
			UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Inspection	Lump Sum	$20,970.00	$20,970.00	$34,518.00	$34,518.00
2	8 inch column pipe	150 Feet	$32.50	$4,875.00	$37.00	$5,550.00
3	8 inch combination coupling/bearing	15	$345.00	$5,175.00	$229.00	$3,435.00
4	Material as invoice cost plus percentage	$20,000	0.35	$27,840.00	0.30	$26,000.00
5	8 inch suction pipe	10 feet	$32.50	$325.00	$46.00	$460.00
6	Machinist labor	15 hours	$143.00	$2,145.00	$169.00	$2,535.00
7	Bailing cost if required	10 hours	$320.00	$3,200.00	$285.00	$2,850.00
8	TV survey of well	Lump Sum	$2,075.00	$2,075.00	$1,250.00	$1,250.00
9	Treatment if required	Lump Sum	$1,260.00	$1,260.00	$2,280.00	$2,280.00
	TOTAL			**$67,865.00**		**$78,878.00**

6b

DATE: December 8, 2015

REQUEST FOR BOARD ACTION

AGENDA SECTION NUMBER First Reading - EPS	**ORIGINATING DEPARTMENT** Public Services
ITEM 2017 Reconstruction Project Engineering Services	**APPROVAL** Daniel M. Deeter, PE Village Engineer

As part of the Master Infrastructure Plan (MIP), Requests For Proposal (RFP) for engineering services (design and construction observation) for the 2017 Reconstruction Project were sent to five engineering consultants with satisfactory relationships with the Village, in accordance with 50 ILCS 510, section 5. The RFP application period ended 11/20/15, and the proposals received were evaluated against the RFP requirements. These consultants are: Bowman Consulting Group; GSG Consultants, Inc.; HR Green, Inc.; K-Plus Engineering, LLC; and Primera Engineers, Ltd. All consultants except Bowman Consulting Group provided proposals. These proposals are available electronically upon request. After reviewing the proposals, staff is recommending K-Plus Engineering, LLC as the best qualified consultant to provide the design services. Total engineering services will cost $71,470. The engineering budget for the 2017 Reconstruction is $136,000.

The design phase and development of construction documents is anticipated to occur in 2016 with bidding for construction in December 2016. Construction will begin in the Spring of 2017. The 2017 Reconstruction Project will be funded as part of the MIP using Village funds. In addition to street improvements, the infrastructure improvements included in this project are:

Street	From	To	Infrastructure Improvements
• Ayres Street	Vine	Lincoln	Sanitary Sewer
• Center Street	Vine	Washington	Storm Sewer
• Chicago Avenue	Garfield	Park	Storm Sewer

The project intent is to improve local streets, separate combined sewers to reduce combined sewer overflows per the Illinois Environmental Protection Agency permit, and reduce flooding in the future in an identified localized drainage area in the back yards of the 500-block of N. Vine/N. Grant Streets.

Motion: To award the engineering services for the design of the 2017 Reconstruction Project to K-Plus Engineering, LLC in the amount not to exceed $32,670.

APPROVAL	**APPROVAL**	**APPROVAL**	**APPROVAL**	**MANAGER'S APPROVAL**
COMMITTEE ACTION:				
BOARD ACTION:				

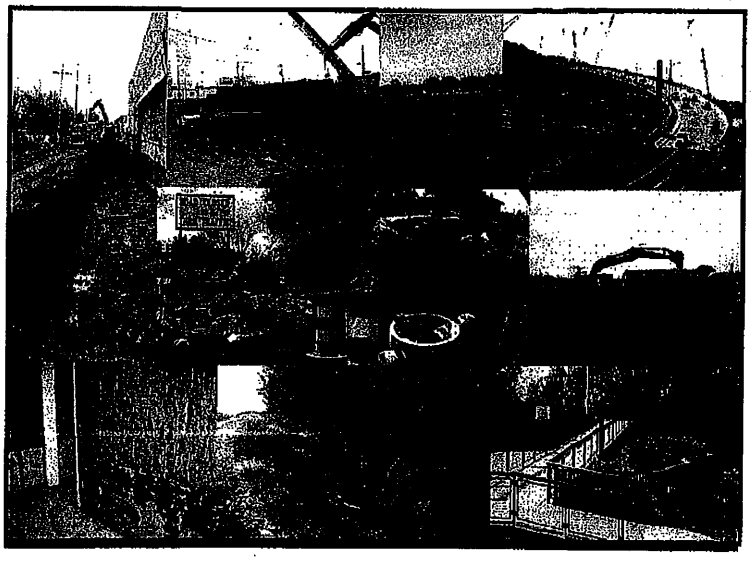
Engineering Proposals
2017 Reconstruction Project
Hinsdale, IL

RFP notice sent: 11/07/15
Proposals Due: 11/20/15
Board of Trustees approval: 01/05/16

	GSG Consultants	HR Green	K-Plus Engineering	Primera Engineers
Topographic Survey	$ 11,022.46	$ 5,000.00	$ 4,930.00	$ 9,800.00
Design, Construction & Bid Document Prep	$ 27,070.00	$ 35,565.00	$ 24,045.00	$ 39,105.00
Soil Borings	$ 5,147.54	$ 2,400.00	$ 3,695.00	$ 3,565.00
Cost Estimates				
San. Sewer TV & Cleaning				
Bidding and Awarding				
Meetings				
Direct Costs	$ 500.00			
Design Total	$ 43,740.00	$ 42,965.00	$ 32,670.00	$ 52,470.00
Total Hours	398	338	315	480
Pre-Con Services/Shop Drawings Rev.				
Construction Observation	$ 44,360.00	$ 49,130.00	$ 34,285.00	$ 19,852.00
Material Testing	$ 6,800.00	$ 1,250.00	$ 3,730.00	$ 1,898.00
Meetings				
Record Drawings		$ 1,000.00	$ 785.00	
Direct Costs	$ 2,250.00			
Construction Observation Total	$ 53,410.00	$ 51,380.00	$ 38,800.00	$ 21,750.00
Total Cost	$ 97,150.00	$ 94,345.00	$ 71,470.00	$ 74,220.00
Total Constr. Hours	668	452	472	240
Estimated Construction Days	60	40	50	30

K-PLUS ENGINEERING

Request for Proposals
No. 1597
For
2017 Reconstruction Project
In
The Village of Hinsdale



RECEIVED
11/20/15 9:20 AM

OFFICE LOCATIONS
Chicago, IL
Hinsdale, IL
Michigan City, IN

312.207.1600
www.kplus.us

K-PLUS ENGINEERING

CIVIL & ENVIRONMENTAL ENGINEERING
STORMWATER MANAGEMENT & DESIGN

For over 22 years, K-Plus Engineering has been delivering more than exceptional engineering services – we have been a partner and source of knowledge for public entities, private companies and municipalities across Illinois.

We provide a wide array of services for all types of projects, both large and small, including drainage/stormwater, transportation, sanitary, water main, environmental, land development and infrastructure improvement projects.

We deliver our clients cost-effective, long-term and efficient solutions anchored in:

- **recommendations that consider the interconnectivity, usage and maintenance of the different infrastructure systems**
- **implementation schedules designed to reduce costs and eliminate inefficiencies**
- **research of funding opportunities in support of client priorities**

CIVIL ENGINEERING

- Municipal Engineering
- Grant Identification & Submittal
- Plan & Specification Design
- Plan Review & Code Compliance
- Water Distribution & Treatment
- Reports, Studies & Investigations
- Construction Inspection & Documentation
- Program Management & Planning
- Permit Review, Preparation
- GIS Management
- Sanitary Sewer Engineering & I&I Compliance
- Transportation Engineering

ENVIRONMENTAL ENGINEERING

- Environmental Assessments
- Grant Identification & Submittal
- Soil & Groundwater Investigation
- Community Outreach & Education
- Wetland Identification
- Compliance
- Brownfield Redevelopment
- Program Management & Planning
- SRP/LUST Closure
- Green Infrastructure Design
- Asbestos & Lead Assessment/Abatement
- Cost Analysis

STORMWATER MANAGEMENT & DESIGN

- Community Outreach & Education
- Assessment & Impact Studies
- Report, Studies & Investigations
- Grant Identification & Submittal
- Improvement Designs & Permitting
- Green Infrastructure Design
- Flood Control & FEMA Map Revision
- Stormwater Modeling

OFFICE LOCATIONS
Chicago, IL
Hinsdale, IL
Michigan City, IN

312.207.1600
www.kplus.us

K-PLUS ENGINEERING

QUALIFICATIONS

COMPANY LICENSES & CERTIFICATIONS

Illinois Professional Design Firm

- License 184.005911

K-Plus Engineering IDOT Pre-qualification

- Highways – Roads and Streets, Freeways
- Special Services – Construction Inspection, Asbestos Abatement Services, Sanitary
- Special Studies – Feasibility, Location Drainage, Traffic Signals, Safety
- Location Design Studies – Rehabilitation

Capital Development Board (Firm ID: 0030896)

- Asbestos Services
- Civil Engineer

OUR CLIENTS

- Advantage Pavement
- Borg Warner Automotive
- C.L. Rhoades
- Chicago Public Schools
- Chicago Transit Authority
- Davari Development
- F.H. Paschen
- Fellowes Manufacturing Co.
- K.R. Miller
- Kiewit Infrastructure
- Metropolitan Water Reclamation District
- Mt. Prospect Park District
- Park District of La Grange
- S&C Electric Company
- Silverland Home
- U.S. Equities
- Village of Bellwood
- Village of Crestwood
- Village of Franklin Park
- Village of Glenwood
- Village of Hillside
- Village of Hinsdale
- Village of Willow Springs
- Waste Management, Inc.
- West Central Mayors Conference
- West Suburban Water Commission
- Wintrust Bank

INDIVIDUAL LICENSES, CERTIFICATIONS & TRAINING

K-Plus staff has the following individual licenses, certifications, and training

- Professional Engineer
- Engineer In-Training
- CDB Project Manager Certificate
- Certified Floodplain Manager
- Corrective Actions for Ground Water Contamination
- CTA Rail Safety Certification
- Erosion and Sediment Control Course 8-hour AIA Registered
- FHW-NHI NEPA Course Training 142005, 142052
- GIS Certificate
- HM-126F Safe HazMat Transportation Training
- IDOT – Construction Documentation of Contract Quantities Certificate
- IDOT Erosion and Sediment Control
- IDPH Licensed Building Inspector
- LUST Site Assessor
- Occupational Safety and Health for Construction Industry Course (OSHA 510)
- OSHA 40 Hour HazMat Training
- OSHA 8 Hour Hazardous Waste Training Refresher
- OSHA 8-hour On-site Management & Supervisor Training
- Radon Detection Services

K-PLUS ENGINEERING

K-Plus Project Approach and Proposed Schedule

Project Overview

The general scope of the project will consist of reconstruction of approximately 2,000 linear feet of Portland Cement Concrete (PCC) & Hot Mix Asphalt (HMA) pavements using a Hot Mix Asphalt (HMA) pavement structure. Resurfacing of Chicago Avenue from Garfield Avenue to the pavement change. Sewer separation on Chicago Avenue and Blaine Street to assist in meeting CSO goals. Other major work items to be included in the project, as required will be:

- Class D pavement patching
- PCC curb & gutter replacement
- Utility structure adjustments

The following chart shows the roadways that are included in project along with identifying the underground improvement.

Street Name	From	To	Length (Feet)	Improvement
Ayres Street	Vine Street	Lincoln Street	825	HMA Reconstruction
Center Street	Vine Street	Washington Street	1400	HMA Reconstruction
Chicago Avenue	Garfield Avenue	Pavement Change	100	HMA Resurfacing
Ayres Street	Park Avenue	Elm Street	600	Storm sewer
Center Street	Park Avenue	Elm Street	700	Storm sewer
Chicago Avenue		Intersection of Blaine		Storm sewer
Blaine Street			360	Removal of Inlets

Project Approach

The success of this project begins with the partnership between K-Plus Engineering and the Village of Hinsdale. K-Plus has assembled a custom team with the necessary project experience that will be able to design, analyze, evaluate, in order to solve the infrastructure issues (storm sewer, roadway, water main, sanitary). The team also has the experience to provide the inspection services for the project. Experience in completing projects from planning through construction along with knowledge of the regulatory issues allows us to provide a complete and comprehensive set of construction documents for the proposed improvements in the 2017 Reconstruction Project.

When given a notice to proceed from the Village, K-Plus would schedule the kick-off meeting. At the kick-off meeting the K-Plus team would work with the Village to establish project parameters, goals, objectives, deadlines, contacts, and identify project challenges. Through discussion with Village staff, we would establish a priority list of the systems for review and the schedule for the project reviews at

the 30, 60, 90% completion marks.

Krisch Land Surveyors will collect the topographic information for the project. Krisch has provided topographic surveys for the Village of Hinsdale in the past and is familiar with the Village. Rubino Engineering will perform the soil borings within the project limits. The soil borings will be obtained from throughout the project limits to help determine soil condition and sub-base moisture. The sub-consultants Krisch Land Surveyors and Rubino Engineering would be collecting the required data to begin the project design.

Design

Plans and specifications

The project design and construction documents will be prepared in accordance with the RFQ and per IDOT's standards and Procedural Format.

Existing curb and gutter will be evaluated for spot repairs, based on Village of Hinsdale guidelines. The project Specifications will note a time limit between milling and re-paving a street. All parkways impacted by construction activities will be restored with new sod and existing sidewalk ramps and sidewalks will be replaced to meet IDOT and ADA/PROWAG standards.

Utility structures will be repaired and adjusted as required, based on Village of Hinsdale guidelines. Replace or repair all brick manholes, valve vaults, inlets, etc. The K-Plus team will evaluate connecting sump pump discharge to the storm sewer in order to collect nuisance flows from the parkway and discharging the flow to the storm sewer.

The current estimate for the project's construction days are 30 days. As the construction documents are developed, the construction duration and coordination between construction items will be reviewed and refined.

Permits

During the design portion any required permits will be identified. The K-Plus team will coordinate and manage the required permits. As part of that coordination process K-Plus would assemble the approiate forms and plans and submitted to the agency for review and approval. The goal is to obtain all permits prior to the start of the bidding process. An Example of a permit required for the project is with BNSF railroad.

Soils

Our team will identify areas that may cause CCDD material rejections (LUSTs, PIPs, etc.) and develop specifications and quantities to account for the contractor's management and handling of rejected material. We will meet the requirements of Public Act 96-1416 to include certification of the site of origin and ensure that all construction debris taken from the site is monitored, as necessary by a photo-ionization detector (PID) for volatile chemicals. The K-Plus team will be available during construction to provide consultation on material that is suspected of being contaminated.

Bidding

Bidding will include preparation, printing, advertisement assistance, and distribution of bid/construction documents, verifying bid prices, contractor recommendations, attendance at bid opening, summarizing all bids received, and verification of bid documents.

Construction

The construction engineer will serve as the Village's on-site representative and liaison with the Contractor, public/private utilities, various jurisdictional agencies, and the general public in order to help ensure that the project is completed according to the contract documents, within project budget and on schedule.

A few of the work task that the K-Plus team will be completing include:

- day- to- day observation of the work
- improvement in Compliance with contract documents
- documentation including measurements and computations of quantities and materials used
- checking construction layout and staking
- processing contractor's RFIs and pay requests
- consultation with and recommendations to Village staff for proposed changes
- Coordination of communications with residents, other Village departments, Utility companies, the contractor and the materials testing consultant.
- Assist with preconstruction preparations including plan and shop drawing reviews
- prepare a pre-construction video of the construction site and adjacent property features, and project file setup
- post construction and close out activities including overseeing punch list work, preparation of final records and preparation of record drawings.
- Inform the Village of any changes to the scope of the Engineering Services Contract and review, approve and forward to the Village Engineering change orders documentation in a timely manner prior to the execution of the action/activity.

Daily Communication with Residents

Perhaps the most critical part of construction phase is the ability to communicate on a daily basis with those most affected by the construction. Our team's ability to listen to the residents and business owners' concerns and provide prompt action is beyond compare. Mark, Jose and Amanda have been successful on recent similar projects in nearby communities, in helping residents and businesses minimize and mitigate the impacts of construction. Proactive, daily communication with the residents on the topics of: traffic and pedestrian safety, driveway access, dust control, material storage, construction staging as well as noise levels, will be critical during construction.

Our Construction Engineer will be a visible presence on the project and available to speak directly with the residents regarding any issues and the Construction Engineer can then deal with these issues immediately before they become project disruptions.

At the onset of a recent road job in Willow Springs, Jose went door-to-door and spoke to every effected resident job to introduce himself and let them know he would be at the site every day. As the work progressed, Jose continued to keep residents abreast of operations that would affect them.

This is the level of service we will provide to the Village of Hinsdale as well. We will also assist the Village with developing and distributing informational flyers and weekly/bi-weekly reports about the project. Each resident will notified of work affecting their property or access and we will work to accommodate special events, access or parking during the project.

Anticipating Conflicts and Construction Monitoring

The K-Plus team prides themselves on looking at the entire project and works to proactively manage areas of critical importance. The K-Plus team would inform the Village of any changes to the scope of the Engineering Services Contract and determine the impact of the changes. If required the team would review, approve and forward to the Village Engineering change orders documentation in a timely manner prior to the execution of the action/activity.

For example, to assure proper function of the drainage system and prevent tracking of mud and sediment to other parts of the neighborhood during the extensive excavation necessary for pavement, curb and gutter, driveway and sidewalk replacements diligent attention to dust mitigation and erosion and sediment control measures by the contractor, would require daily inspection of sediment protection items, cleaning of mud and dust from the road and the prompt reporting of repair issues to the contractor by the engineering staff.

To prevent the sinking of roadway patches and landscape areas the K-Plus construction engineer will maintain diligence in observing that proper compaction is being performed by the contractor. The construction engineer will monitor the contractor's QC testing and coordinate unannounced QA verification testing to make the contractors aware of the importance of this operation. Additionally, the construction engineer will review lawn operations carefully to ensure residents' satisfaction with the repairs, including resetting of any streetscape items.

Accurate and Complete Documentation

Mark and Jose will be tasked with keeping daily documentation current to enable tracking of cost by block and by street. Keeping documentation current will also allow the project to be closed out quickly in the end. The K-Plus staff is well trained in documentation procedures and in putting together and keeping complete project files from correspondence, to materials inspection and tickets and submittals. K-Plus will provide the Village of Hinsdale a copy of the final construction documents (AutoCAD format for plans and Word format for Specifications) and Record Drawings (AutoCAD format for plans and Word format for Specifications)as well as a Project Files job boxes at the completion of the project.

Best Management Practices (BMPs)

Impact to existing trees will be considered during the design with the use of root pruning and tree protection fencing. The tree protection will be specified and shown on the plans to protect trees during construction per the Village standards.

Proposed Schedule

K-Plus's staff is committed to a timeline approved by the Village of Hinsdale for this project. The team identified in this statement of qualifications will be available during the duration of the project. Other members of K-Plus staff will be utilized when their skills are required by the project workload and schedule through completion.

Cost Control

K-Plus will provide a detailed engineer's opinion of probable construction costs at the kick-off meeting. The cost estimate will be updated continuously as the project progress to completion. Our team will also perform value engineering reviews to assess and review the construction methods and materials. This process will ensure that plans present the most cost effective approach for the implementation of the proposed improvements. We will explore substitute material types, alternative construction staging and alternative construction methods to ascertain if there are any possibilities to decrease the cost of the project without sacrificing quality.

K-Plus, in partnership with the Village, will review the schedule and the project scope in order to have the most favorable bid for the construction of the project.

Project Team

K-Plus Principals

Daniel Caplice, P.E. – Illinois Professional Engineer #062-046100, IDOT Documentation of Contract Quantities #13-0172

Dan Caplice will serve as the Principal on the project for any environmental engineering services that may be required. Dan currently provides municipal and environmental engineering services for the Villages of Mount Prospect, Bellwood, Cicero, and Glenwood. He provides ongoing consultation to these municipalities regarding environmental compliance and his experience at the EPA has been of great assistance. Dan performed hazard mitigation for some of the region's largest Superfund Sites which involved extensive environmental work to clean the parcels and restore them to safe use.

Project Managers

Mark Lattner, P.E., CFM - Illinois Professional Engineer #062.041488, Certified Floodplain Manager #12-00624, IDOT Documentation of Contract Quantities #12-0624

Mark will serve as a Project Manager and main point of contact for the Village. Mark Lattner's 35 years of experience in engineering studies, designing, inspecting and reviewing projects will be invaluable during the various phases of this project. In addition to designing and constructing projects, Mark has assisted in the budgeting and programming of capital improvements. Mark takes into account the budget, maintenance expectations and usage in all of his projects.

For over 10 years, Mark has been the main point of contact for the Mt. Prospect Park District for engineering services. He has assisted them in all aspects of park facility needs, including bank stabilization and drainage concerns. During the 11 years as the Village Engineer with South Barrington, Mark completed the annual road program and storm sewer projects. Mark's duties included development of the 5-year road program. Mark's experience also includes designing and calculations for subdivision and site plans drainage and detention.

Mark was also the water engineer for the City of Rockford. He designed several water main extensions and was part of the project team for the Corrosion Study and the Water Division Master Planning Study. While with the City of Rockford, Mark designed storm sewer projects to address local flooding issues.

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Project Engineers

Jose Raya will serve as a Project Engineer. Jose's experience includes Civil Engineering Phase II projects conducting storm sewer and drainage design, water main design and roadway design. Jose has previously served as a Field Engineer for IDOT where he worked on Phase III projects. His most current work include preparation of Phase II documents and design of plans and specifications for the resurfacing of local roads in Willow Springs. He also prepared Phase II documents and design of plans and specifications of a 110-acre watershed drainage improvement in the Village of Willow Springs and a settlement basin in the Village of Crestwood.

Amanda Puskar will be a Project Engineer for the Village. Amanda's experience includes inspecting road resurfacing, assessing sidewalk conditions, inspecting sidewalk and curb replacement and calculating quantities. Her past experience as a city engineer intern consisted of daily interaction with contractors and the public. Her work included resurfacing of several subdivision with MFT and non-MFT funds. As part of the resurfacing projects, she made recommendations where curb and gutter replacement was needed. Amanda most recently prepared a roadway functional classification revision request for local roads in the Village of Hillside for submission to the Chicago Metropolitan Agency for Planning. Amanda has completed several residential site plans in the Villages of Western Springs, Burr Ridge, Hinsdale, and Naperville. To be compliant with the local storm water ordinance, Amanda has incorporated green design within the plans such as infiltration ditches, downspout infiltration/popups, and bio-swales.

Akwasi Nketia, P.E will also serve as a project engineer for QA/QC reviewer for the project. Mr. Nketia brings 10 years of experience in design and construction management projects to K-Plus. His experience includes work at the local level and with IDOT. Mr. Nketia has served previously as Village Engineer for the Village of Glenwood and the Village of Burnham. His experience in working for these communities as their municipal engineer has afforded him the opportunity to work on projects beyond roadway projects that include sewer, water, strategic capital planning, and maintenance of traffic planning, MUTCD signage. At K-Plus he is a project engineer that is working on municipal engineering projects and projects that would include the Illinois Toll Authority.

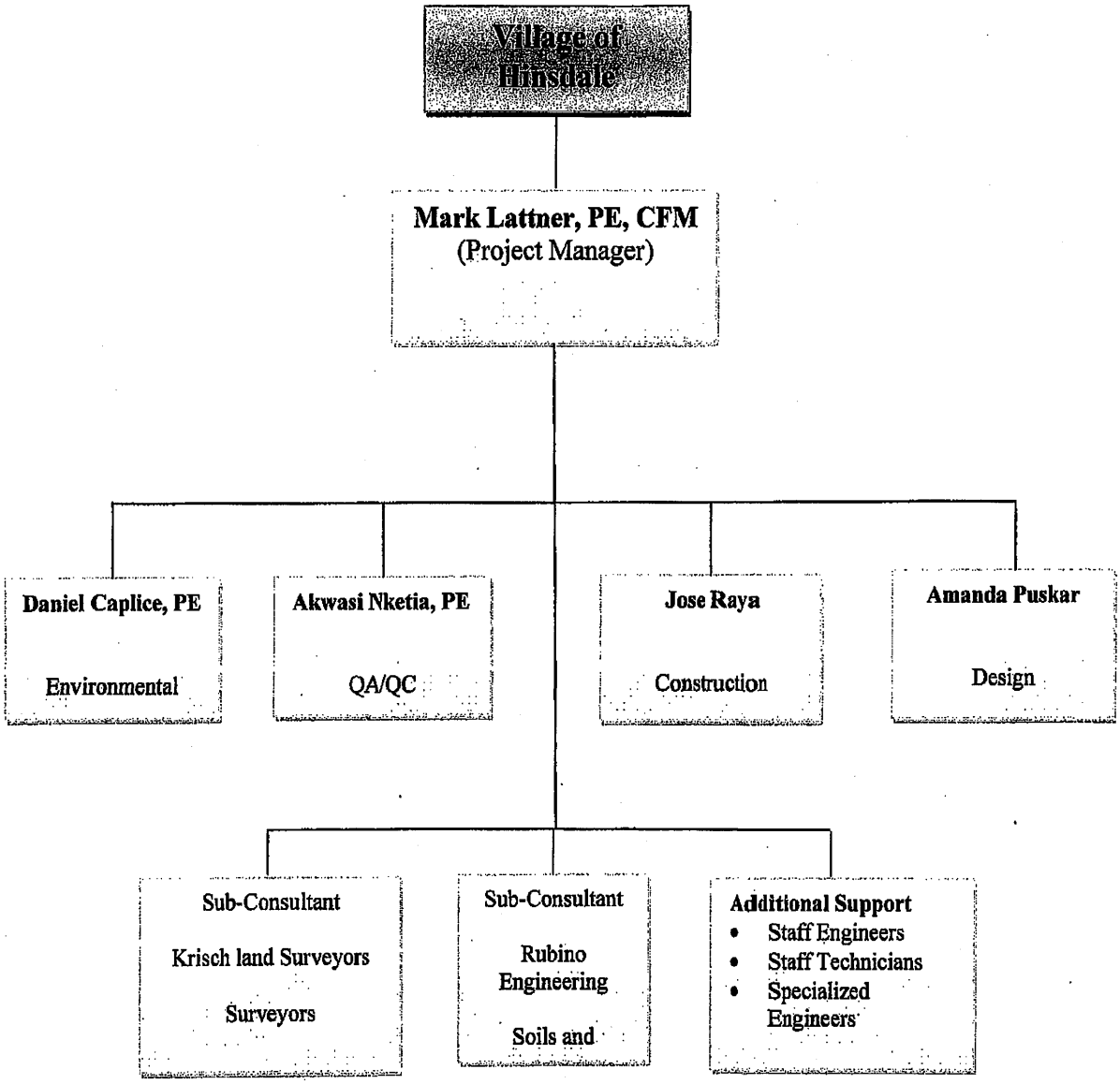
Additional Support

In addition to these experts, there are additional engineers, scientists, surveyors, and technicians available to provide services and assist during the planning and design of the project. The K-Plus Engineering team has years of design and drafting experience that is readily available to ensure the project remains on budget and on-time. Other support staff will be available as necessary.

K-PLUS ENGINEERING

Project Team

The K-Plus team has been constructed to ensure the best possible service to the Village of Hinsdale. Resumes with specifics of this team's relevant project experience are included.



K-PLUS ENGINEERING

Completed Work References:

Peter Tsiolis
Village Administrator
Village of Bellwood
3200 Washington Boulevard
Bellwood, IL 60104
(708) 547-3500 ext. 1410

Kevin Murray
Executive Director
West Suburban Water Commission
7000 S. Archer Road
Justice, IL 60458
(630) 319-9000

William Murray
Village Administrator
Village of Willow Springs
1 Village Circle
Willow Springs, IL 60480
(708) 467-3700

Louis Presta
Mayor
Village of Crestwood
13840 South Cicero
Crestwood, Il 60445
(708) 371-4800

Jim Jarog
Director of Parks and Planning
Mt. Prospect Park District
1000 W Central Road
Mount Prospect, Il 60056
(847) 255-5380 ext 253

Joe Pisano
Public Works Director
Village of Hillside
425 Hillside Avenue
Hillside, IL 60162
(708) 202-3434

Conclusion

Our team has experience in all of the areas outlined in the RFQ with regards to both the design, construction, and the maintenance of the systems.

Our experience, knowledge, office location and commitment to excellence will provide the best service to the Village of Hinsdale. The success of any project begins with having quality people in the field. Our proposed personnel have proven recent success with similar urban utility construction projects that included water main and service installations .and most importantly, daily communications with the affected residents. Our goal is to handle all issues directly off site so that the only feedback the Village receives is compliments on a successful project. We look forward to discussing this project and the details of our proposed solution with the Village of Hinsdale.

CONTACT PERSON

If there are any questions regarding this proposal, please contact Dan Caplice by email at dan@kplus.com or by phone at (312) 207-1600.

K-PLUS ENGINEERING

APPENDIX

OFFICE LOCATIONS:
Chicago, IL
Hinsdale, IL
Michigan City, IN

312.207.1600
www.kplus.us

APPENDIX

Resumes

DANIEL M. CAPLICE

Environmental Manager

Education:

MM, Finance and Managerial Economics, J.L. Kellogg Graduate School of Management, Northwestern University

MPH, Industrial Hygiene and Safety Engineering, University of Illinois at Chicago

BS, Civil Engineering, University of Illinois, Urbana, IL

Licenses/Certifications:

Professional Engineer: IL, IN, KY, MI, MN,MO, OH, PA,SC, and WI

AHERA Building Inspector: IL and IN

LUST Site Assessor: WI and IN

OSHA 40 Hour HazMat Training

OSHA 8-hour On-site Management & Supervisor Training

HM-126F Safe HazMat Transportation Training

Radon Detection Services

Corrective Actions for Ground Water Contamination

FHW –NHI NEPA Course Training 142005, 142052

CTA Rail Safety Certification #12782

Area of Expertise:

- *Environmental Remediation*
- *Management Planning*
- *Lead & Asbestos*

Mr. Caplice is a licensed professional engineer in 15 states with 30 years of environmental engineering and consulting experience. Currently a Partner at K-Plus Engineering, a 22 year-old, full service engineering and consulting company. At K-Plus, Mr. Caplice is responsible for managing and directing the company in addition to his ongoing work as a licensed professional engineer and providing project management to various projects within the firm. He has served as an engineering consultant for numerous private, public, and non-profit institutions at a multitude of sites from small undeveloped parcels of property to multi-location industrial facilities to municipal improvement projects. Mr. Caplice has experience in the regulatory analysis of projects for compliance with state and federal environmental regulations, guidance, protocols, and procedures. His regulatory experience includes evaluating compliance of private party actions, reviewing and preparing comments on proposed laws and administrative rules, reviewing site documents and preparing detailed comments, and serving as a technical expert in various state and federal cases.

Prior to joining K-Plus, Mr. Caplice served in several capacities for the USEPA, Region 5, including Manager of the Illinois/Indiana Unit of the Remedial Response Section, Waste Management Division and Manager of the Pre-Remedial Unit, Waste Management Division. As Manager of the Pre-Remedial Unit, Mr. Caplice investigated and assessed abandoned waste sites (CERCLIS sites) for possible inclusion on the National Priorities List. As Manager of the Illinois/Indiana Unit he supervised project managers in the technical and legal aspects of site investigation and remediation and he directed the progress at Superfund sites. As an RPM/OSC he was responsible for the investigation, alternative selection, design, implementation, and enforcement of cleanups at numerous Superfund sites. Mr. Caplice also regularly represented the USEPA at the International Joint Commission on Water Quality in the Great Lakes

MARK LATTNER, P.E., CFM

Title: *Project Manager*

Years of Experience
36

Education:
B.S., Civil Engineering, Iowa State University, Ames Iowa

Licenses/Certifications:
Professional Engineer: Illinois: 062.04188

IDOT - Documentation of Contract Quantities: 12-0204

Certified Floodplain Manager: IL-12-00624

Professional Associations:
American Water Works Assoc. (AWWA)

American Society of Civil Engineers (ASCE)

Illinois GIS Assoc. (ILGISA)

Area of Expertise:

- *Transportation*
- *Land Development*
- *Sewer and Drainage*
- *Water Engineering*
- *Park & Recreation Design*
- *Construction Management*
- *Municipal Engineering*
- *Municipal Plan Reviews*
- *GIS Management*
- *Sanitary Systems*

He has provided engineering study, design, construction, and review services on road, water, sanitary, storm water, and drainage projects. He has served as municipal engineer for multiple communities or engineering consultant. His abilities cover project scopes ranged from those at the conceptual level, feasibility studies, engineering design, program management, and construction or resident engineering, review services and GIS program management.

REPRESENTATIVE EXPERIENCE

Village of South Barrington, IL

- Mr. Lattner was Village Engineer for the Village of South Barrington As Village Engineer, Mr. Lattner reviewed the engineering plans of residential and commercial developments to ensure compliance with local and state codes, erosion control measures, and storm water facilities. Upon approval of the plans and specifications for the developments, Mr. Lattner oversaw the development construction on behalf of the Village by visiting the site to monitor construction of the developments, inspect the construction of utilities, test utilities, ensure that erosion control measures were in place, and review of as-builts. In addition to handling the day to day engineering services of the community, Mr. Lattner designed and provided construction services for the Village on road, sewer, and drainage projects.

Mooseheart Child City & School

- Responsible for management, design, construction documents, permitting and inspection for projects in the areas of sidewalk, drainage, parking lots, and roadway.

Mt. Prospect Park District, IL

- The scope of services included conceptual layout, conducted site visits, reviewed past reports and engineering designs, prepared plan specifications and bid documents for the projects, facilitated the bids, and provided construction management services for various projects. The projects included: new parking lots, Multi-use paths, Utility connections, storm sewer, Pedestrian bridges, rehabilitation of existing parking lots, playgrounds, tennis courts

DuPage County

- Preparation of Contract documents for the construction of a 3 mile multi use path along Gary Avenue from St. Charles Road to Army trail.

Oak Hills Golf Course, Palos Heights

- Drainage study to determine solution to the current flooding. We obtained and reviewed copies of the approved development plans from several entities such as Palos Heights, MWRD, Orland Park as well as the golf course and any adjacent properties directly or indirectly impacting drainage. A field investigation was performed to verify the approved plans and to inspect the storm sewer. Solution were developed and presented to the golf course.

Rockford, IL Broadway Resurfacing

- Preparation of Contract documents for the resurfacing of Braodway from 11th Street to 20th Street. The 20th street intersection was restriped to include additional left turn lane. The traffic signal was also modified.

Various Drainage Projects, Village of South Barrington, IL

- Mr. Lattner was Village Engineer for the Village of South Barrington as such Mr. Lattner completed, design and inspection for: the Overbrook Rd Storm sewer replacement, Trenton Ct. Storm sewer & ditch regarding, Windemere Lake culvert replacement, and annual ditch regrading. Mr. Lattner inspected the storm water management improvements for: The Woods of South Barrington subdivision, Ponds subdivision, and Hidden Lake subdivision. Completed design and inspection for the annual storm sewer and ditch improvement program.

Various Drainage Projects, Rockford, Illinois

- Responsible for design, construction documents, permitting and inspection for the following projects: Palm Ave storm sewer, Southwest ditch outfall Phase I study, 10th Ave sewer extension & ditch grading, Well house 31 storm sewer.

AMANDA PUSKAR

Title: *Project Engineer*

Education:

B.S.E., Civil Engineering, Bradley University Peoria, IL

Licenses/Certifications:

E.I.T : 061.038095

IDOT- Documentation of Contract Quantities: 15-0104

Organizations:

American Society of Civil Engineers (ASCE)

Society of Women Engineer (SWE)

Area of Expertise:

- *Site Grading Plan*
- *Municipal Engineering*
- *Roadway Resurfacing*
- *Sidewalk ADA Compliance*
- *Cost Estimate*
- *Drainage Study*
- *Transportation*

Ms. Puskar has demonstrated her abilities as a capable project engineer on road, drainage, and land development projects at K-Plus Engineering. She has experience assessing road and sidewalk conditions, overseeing road resurfacing projects, inspecting sidewalk and curb replacement, calculating quantities, and preparing daily reports. Ms. Puskar also has experience designing site development plans and preparing stormwater permits for single family homes and parking lot improvement projects.

REPRESENTATIVE EXPERIENCE

First Midwest Bank Parking Lot Improvements, Crestwood, IL

- Provided engineering design services to the bank facility to reconstruct onsite parking lot. The existing parking lot had no sewer in place, its pavement was deteriorating, and the ATMs location caused poor traffic flow. The parking lot was redesigned with a new drive aisle at the relocated ATMs, and sloped to drain into new bioswales along edge of pavement. Following Best Management Practices the bioswales were designed to provide stormwater storage and filtration, while be aesthetically pleasing.

Resurfacing Mt Prospect Park District Parking Lots, Mount Prospect, IL

- Provided engineering design and construction services for the improvement of two parking lots for Mt Prospect Park District. As part of the scope of work K-Plus provided construction documentation for the park district and will oversee the work of the contractor by conducting daily field measurements to verify quantity, documentation of construction progression, field calculations, and field reports.

Road Resurfacing, Naperville, IL

- City of Naperville resurfacing project was an MFT and Non-MFT project that resurfaced several subdivisions and replaced curb and gutter as needed. Ms. Puskar preformed daily inspections of the curb and gutter replacement.

Crackfill and Seal Coat Path, Mount Prospect, IL

- Provided engineering design and construction services to the Park District for the Improvements of the path system in the ComEd right-of-way. The project scope included the crackfill and seal of several path segments and the reconstruction of the portion of the path system to RexPlex. The project included reviewing the condition of the path, recommending alternatives and selecting a solution.

Willow Springs- 2014 Road Construction & Maintenance Project, Willow Springs, IL

- Mr. Raya prepared plans and specifications for the resurfacing of 1.90 miles of local roads and provided bid documentation, construction management, field inspection, calculations and cost estimates. Mr. Raya worked directly with the contractor on behalf of the Village processing all pay requests, insurance documents, performance bonds, change orders, and coordinated final project closeout.

Willow Springs- 2013 Road Construction & Maintenance Project, Willow Springs, IL

- Project Engineer for the reconstruction of five residential roads totaling 0.78 miles in the Village. Mr. Raya prepared phase II documents and was responsible for the design of plans and specifications. Mr. Raya provided bid documentation, construction management, field inspection, and change orders calculations and final project closeout.

Cottage Grove Ave bridge over Bishop Ford Expressway (FAI-94), Chicago, IL

- Mr. Raya managed phase III construction and inspected the daily construction of a $3.7 million highway bridge. Reviewed construction layouts, wrote daily measurements, calculations and field reports for ground surveying and concrete testing done on footings, retaining walls, abutments, piers and wing walls. Enforce IDOT's plans, standard specifications and special provisions for construction procedures, concrete air test, slump and cylinder tests, concrete curing, and traffic control.

F.A.P Route 370: Western Ave Resurfacing, Blue Island, IL

- My. Raya oversaw the daily resurfacing of Western Ave. Reviewed construction layouts, wrote daily measurements, calculations and field reports. Enforce IDOT's plans, standard specifications and special provisions for construction procedures and traffic control.

JOSE RAYA

Title: *Project Engineer*

Education:
B.S.E., Civil Engineering, University of Illinois at Chicago (UIC), Chicago, IL

Certifications:
IDOT - Documentation of Contract Quantities: 14-0609

IDOT- Fundamentals of Storm Water Pollution and Erosion and Sediment Certificate

IDOT- Erosion and Sediment Control Planning and Design Certificate

IDOT- Inspection of Erosion and Sediment Control Best Management Practices (BMPs) Certificate

MWRDGC - Watershed Management Ordinance Training Certificate

Area of Expertise:

- *Phase II design*
- *Phase III Construction*
- *Transportation*
- *Land Development*
- *Sewer and Drainage*
- *Water Mains*
- *Construction Management*

Mr. Raya started his career with K-Plus Engineering in the summer of 2013 as a Project Engineer. Mr. Raya's experience as Project Engineer includes Phase II projects conducting roadway design, storm sewer and drainage design, and water main design. Responsible for field assessments, drawings, specifications, calculations and cost estimates Mr. Raya provides effective technical reports and allows him to make proficient and productive decisions with his clients. Prior to joining K-Plus, Mr. Raya worked for IDOT in the summer of 2011 were he was able to manage Phase III projects. Mr. Raya's management and design experience has allowed him to provide extraordinary service and enabled him to fully develop him profession.

REPRESENTATIVE EXPERIENCE

HIGHWAYS, ROADS, & STREETS

Willow Springs- Bielby Subdivision Road, Willow Springs, IL

- Mr. Raya prepared plans and specifications for the resurfacing of 0.65 miles of local roads and will be providing bid documentation, construction management, field inspection, and calculations upon bid acceptance. Mr. Raya will work directly with the contractor on behalf of the Village processing all pay requests, insurance documents, performance bonds, change orders, and coordinate final project closeout upon completion.

Hillside- Spring 2015 Road Reconstruction Project, Hillside, IL

- Project Engineer for the reconstruction of four residential roads in the Village. Mr. Raya prepared plans and specifications for the resurfacing of 0.90 miles and provided bid documentation, construction management, field inspection, calculations cost estimates and project closeout. Mr. Raya worked directly with the contractor on behalf of the Village processing all pay requests, insurance documents, performance bonds, change orders, and coordinated final project closeout.

Willow Springs- Road Infrastructure Evaluation, Willow Springs, IL

- Mr. Raya evaluated the Village road infrastructure and prepared a five-year road plan for the Village. Mr. Raya evaluated each local road, conducted field inspection, calculations, cost estimates and has prioritized each road for improvements based on their existing condition.

AKWASI A. NKETIA

Title: ***Project Manager***

Education:
B.S. Civil Engineering, Michigan Technological University, Houghton, MI

M.S. Civil Engineering, Bradley University, Peoria, IL

Licenses/Certifications:
Professional Engineer: Illinois: 062.063212

Area of Expertise:

- *Feasibility*
- *Phase I*
- *Phase 2*
- *Phase 3*
- *Transportation*
- *Land Development*
- *Sewer and Drainage*
- *Water Main*
- *Park & Recreation Design*
- *Construction Management*
- *Municipal Engineering*

Mr. Nketia brings 10 years of experience in design and construction management projects to K-Plus. His experience includes work at the local level and with IDOT. Mr. Nketia has served previously as Village Engineer for the Village of Glenwood and the Village of Burnham. His experience in working for these communities as their municipal engineer has afforded him the opportunity to work on projects beyond roadway projects that include sewer, water, strategic capital planning; maintenance of traffic planning, MUTCD signage. At K-Plus he is a project engineer that is working on municipal engineering projects and projects that would include the Illinois Toll Authority.

REPRESENTATIVE EXPERIENCE

HIGHWAYS, ROADS, & STREETS

Chicago Heights-Glenwood Road Improvement Project, Glenwood, IL

- Project Engineer for the feasibility study of alternative routes to improve flooding issues in the Village of Glenwood.

Illinois Route 3 & Frontage Road Reconstruction, East St. Louis, IL

- Project Engineer for the roadway design of a new roadway. Task involved geometric design, pavement marking design, quantity take-off, cost-estimates, specification and maintenance of traffic design.

Illinois Route 29 Streetscape Project, Peoria, IL

- Project Engineer for the Phase 1 Study and design of 1 mile of Illinois Route 29 in Creve Coeur, IL. Project involved new water main design to replace existing deteriorating pipe, storm water improvements, roadway resurfacing, retaining walls and sidewalk design. This project involved the submittal of a Project Development Report to IDOT for review comments.

143rd Street Reconstruction, Burnham, IL

- Project Engineer for the reconstruction of a residential local roadway in the Village of Burnham to include stormwater improvements, roadway design, cost estimates, specification and bidding assistance.

Safe Routes to School, Village of Monee, IL

- Lead Engineer for the Phase I and II study and design of approximately 0.5 miles of concrete sidewalk in the Village of Monee. Project involved coordination with IDOT, IEPA, IDNR and design of the sidewalk.

IL Tollway Sign Management Program

- Project Engineer for the design of over 500 roadway signs (Guide, Regulatory, Warning) and sign supports on Interstate 88 (I-88) for the Illinois State Toll Highway Authority.

SANITARY/ STORM SEWER DESIGN

Southside Intercepting Sewer Project, Wheaton, IL

- Project Engineer for the design of a 12,500 linear feet of a 48-inch intercepting sewer for the Wheaton Sanitary District. Project also involved bidding assistance and construction observation for the entire project.

Valley Marina Off-Load Sewer Project, Oswego, IL

- Project Engineer for the design of 14-inch sewer and metering station for the Illinois American Water Company. Project involved topographical survey, design, permitting, bidding assistance, construction observation and project close out.

3rd Street Sanitary and Storm Sewer Project, Seymour, IN

- Project Engineer for the design of sanitary sewer and force main to separate existing combined sewer system in the City of Seymour, IN. Project involved topographical survey, design, traffic control design, pavement markings, permitting, and bidding assistance and construction observation.

K-PLUS ENGINEERING

Project Examples

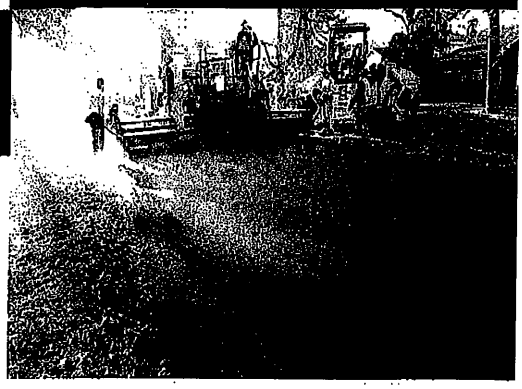
OFFICE LOCATIONS
Chicago, IL
Hinsdale, IL
Michigan City, IN

312.207.1600
www.kplus.us

K-PLUS ENGINEERING

CIVIL ENGINEERING

CASE STUDIES



VILLAGE OF WILLOW SPRINGS

2013 - 2015 Road Construction & Maintenance

Serving as engineer for five roadway improvements, K-Plus conducted site visits, reviewed past reports, performed inspections, prepared plans, specifications and bid documents, facilitated the bids and provided construction engineering services. Even with additions to the scope of work, construction was completed before the due date and 2.5% below budget.

VILLAGE OF HILLSIDE

2015 Road Reconstruction Project

K-Plus delivered roadway engineering design and construction services for the resurfacing of Village roads. Scope of work included site visits, review of construction reports and prepared plans, specifications, and bid documents for the project. Construction work included milling and replacing 3" HMA surface and binder course, full depth pavement removal and replacement in selected areas, ADA ramps at crosswalk locations, adjustment and repair to existing drainage structures, replacement of selected curb & gutter, and applying pavement markings. K-Plus assisted with the bid process and oversaw the contractor by conducting daily field measurements to verify quantity, documentation of construction progression, field calculations, and field reports. K-Plus worked directly with the contractor on behalf of the Village to process all pay requests, insurance documents, performance bonds, change orders, and coordinate final project close-out documents.

VILLAGE OF MOUNT PROSPECT

Parking Lot Improvements

K-Plus provided engineering design and construction services for two parking lots. Scope of work included site visits, review of construction reports and prepared plans, specifications and bid documents. Projects included milling asphalt, repairing curb and sub-base, paving HMA surface course, sealcoating and replacing pavement markings. Sidewalks were improved to meet ADA requirements. K-Plus assisted with bid process and provided construction documentation and oversight.

INDUSTRIES

Municipalities
Park District

REFERENCES

Bill Murray, Village Administrator
Village of Willow Springs

Joe Pisano, Public Works Director
Village of Hillside

Jim Jarog, Director Parks & Planning
Mt. Prospect Park District

LOCATIONS

Willow Springs, IL
Hillside, IL
Mount Prospect, IL

EXPERTISE

- Municipal Engineering
- Road Design
- Construction Management
- Engineering Design
- Parking Lot Pavement Design

K-PLUS ENGINEERING

Project Fees

OFFICE LOCATIONS
Chicago, IL
Hinsdale, IL
Michigan City, IN

312.207.1600
www.kplus.us

ESTIMATE OF HOURS AND COST (DESIGN)

Date: November 20, 2015
Client: Village of Hinsdale
Project: 2017 Reconstruction Project
Construction Cost Estimate: $1,240,000

Category of Service	Total Hours	Direct Cost	Services By others	Total Cost
I. Preliminary Engineering & Report				
A. Field Survey				
2. Topography	2		$4,800.00	$4,930.00
3. Soil Borings/pavement cores	2		$3,565.00	$3,695.00
4. CCDD Management	10			$990.00
Sub-Total part I	14	$0.00	$8,365.00	$9,615.00
II. Final Engineering & Contract Plan				
A. Design				
1. Title sheet, Index, gen Notes, Typical Section, etc.	6			$390.00
2. roadway design	120			$8,360.00
3. Drainage design	24			$1,840.00
4. utility design	16			$1,320.00
5. Grading Design	9			$655.00
6. Traffic Control	6			$390.00
7. Details	8			$520.00
8. Erosion Control	8			$520.00
9. Field Check	8			$800.00
B. Specifications	28			$2,100.00
C. permit Submission	8			$800.00
D. Coordination Meeting				
1. Client Staff	8			$800.00
2. Other Agencies	10			$790.00
E. Final Quantities				
1. Quantities	12			$1,060.00
2. Cost Estimate	12			$1,060.00
F. Bidding				
1. Documents	6	$200.00		$590.00
2. Coordination	4			$400.00
3. Bid opening	2			$130.00
4. Evaluation of Bids	6			$530.00
Sub-Total part II	301	$200.00	$0.00	$23,055.00
TOTAL HOURS & COST OF DESIGN	315	$200.00	$8,365.00	$32,670.00

Estimate of Hours and Cost (Construction)

Date: November 20, 2015
Client: Village of Hinsdale
Project: 2017 Reconstruction Project
Construction Cost Estimate: $1,240,000

Category of Service	Total Hours	Direct Cost	Services By others	Total Cost
IV Construction Guidance				
A. Pre-Construction meeting	4			$400.00
B. Julie Meeting	2			$130.00
C. Check Construction layout	8		$2,000.00	$2,660.00
D. Shop Drawings Reviews	3			$265.00
E. Field Inspection	416			$28,720.00
Based on 50 Working Days				
E. Material Inspection & Testing	2		$3,600.00	$3,730.00
F. Contractor's Payout	8			$660.00
G. Punch List & Final Inspection	6			$530.00
H. Record Drawings	11			$785.00
I. Project Close Out - Prepare Final Documents	12			$920.00
TOTAL HOURS & COST OF CONSTRUCTION GUIDANCE	472	$0.00	$5,600.00	$38,800.00

Summary of Estimate Total Project Hours and Cost (Design & Construction)

Date: November 20, 2015
Client: Village of Hinsdale
Project: 2017 Reconstruction Project
Construction Cost Estimate: $1,240,000

Category of Service	Total Hours	Direct Cost	Services By others	Total Cost
PROJECT COST OF DESIGN	315	$200.00	$8,365.00	$32,670.00
PROJECT COST OF CONSTRUCTION GUIDANCE	472	$0.00	$5,600.00	$38,800.00
Total estimated design and construction Fees	787	$200.00	$13,965.00	$71,470.00

Direct Cost		
K-Plus: Printing	$200.00	
Services by Others		
Krisch:		
Topography		$4,800.00
Construction Layout		$2,000.00
Rubino:		
Soil Borings		$3,565.00
Construction Quality Assurance		$3,600.00

IN SUBMITTING THIS PROPOSAL THE CONSULTANT CERTIFIES THAT:

1. The cost of services in this proposal has been arrived at independently, without consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other consultant or with any competitor;
2. this proposal has not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; and,
3. has not directly or indirectly induced or solicited any other bidder to submit a false or sham proposal; has not solicited or inducted any person, firm or corporation to provide a proposal or refrain from providing a proposal; and has not sought by collusion to obtain for itself any advantage over any other bidder or over the Village.

Signed and sworn this 20th day of November, 2015.

By: _____ (Signature)

By: Daniel M. Caplice (Printed Name)

d/b/a K-Plus Engineering LLC

Business Address: 15 Spinning Wheel Road, Hinsdale, IL 60521

Business Phone#: (312) 207-1600

Cell Phone#: _____

E-Mail Address: dan@kplus.com

Subscribed and sworn before me
this 20 day of November, 2015

Notary Public: Jessica M Madsen

OFFICIAL SEAL
JESSICA MARY MADSEN
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:07/09/19

6c

Memorandum

To: President Cauley and Village Trustees

From: Chan Yu, Village Planner

Cc: Kathleen A. Gargano, Village Manager
Robb McGinnis, Director of Community Development/Building Commissioner

Date: December 8, 2015

Re: 25 E. Hinsdale Avenue – Brush Hill Train Station
Casa Margarita Exterior Appearance & Site Plan for Awnings and Ventilation Screening

BACKGROUND

Summary

Margarita Blue, Inc., a restaurant DBA Casa Margarita, has entered into a lease agreement with the Village at 25 E. Hinsdale Avenue. The commercial space is a 3,224 square foot one-story building commonly known as the Brush Hill train station, and is located along the Burlington Northern and Santa Fe Railway (BNSF).

The lease agreement between the Village and Casa Margarita identifies that the project is subject to the regular permitting review and process. The Plan Commission reviewed Casa Margarita's Exterior Appearance and Site Plan application on November 11, 2015 (Attachment 1). The applicant is requesting awnings on all four (4) sides of the building, as well as screen enclosures for kitchen ventilation equipment on the south wall of the building.

The Plan Commission voted 4 to 4 (one commissioner was absent) following a motion to approve the exterior appearance plan, with modifications to: (1) move the awnings vertically to expose the lintels, (2) reduce the number of awnings by consolidating the ones on north and south walls and (3), paint the screening enclosures to match the brick of the train station façade. Half the Commissioners disliked the use of two colors and stripes on the proposed awnings.

Following a motion to approve the site plan, the Plan Commission on a 7 to 1 vote (one commissioner was absent) recommended approval for the location of the ventilation screening enclosures on the south wall.

Process

Within 60 days following the conclusion of the public meeting, the Plan Commission shall transmit to the Board of Trustees its recommendation, in the form specified in subsection 11-103(H) of this article, recommending either approval or disapproval of the exterior appearance and site plan review based on the standards set forth in section 11-604 and subsection 11-606.

The Village Board has 90 days from receiving the recommendation of the Plan Commission to act on its recommendation. Failure by the Board to act within 90 days is considered a denial of the Plan Commission's recommendation. Section 11-604(F) of the Zoning Code details the standards for site plan approval.

Motion

Should the Board feel the request is appropriate, the following motion would be recommended;
"Move that the Board of Trustees approve an Ordinance Approving a Site Plan and Exterior Appearance Plan for a Restaurant at 25 E. Hinsdale Avenue."

Attachments:

Draft Ordinance
Attachment 1 – Exterior Appearance/Site Plan Application and Colored Exhibits (received Nov. 6, 2015 and Dec. 2, 2015)
Attachment 2 - Draft Findings and Recommendations

VILLAGE OF HINSDALE

ORDINANCE NO. _____

AN ORDINANCE APPROVING A SITE PLAN AND EXTERIOR APPEARANCE PLAN FOR A RESTAURANT AT 25 E. HINSDALE AVENUE – CASA MARGARITA

WHEREAS, the Village of Hinsdale has received an application (the "Application") for site plan approval and exterior appearance review relative to certain exterior installations on the Brush Hill Train station building located at 25 E. Hinsdale Avenue, Hinsdale, Illinois (the "Subject Property"), from applicant Margarita Blue, Inc. d/b/a Casa Margarita (the "Applicant"); and

WHEREAS, the Subject Property is located in the Village's B-2 Central Business Zoning District and is currently improved with a single-story train station building owned by the Village of Hinsdale. The Applicant leases space within the train station building from the Village for use as a restaurant. The Applicant proposes to install awnings on all four (4) sides of the building, and to install screen enclosures for ventilation equipment on the south face of the building (collectively, the "Proposed Improvements"). The Proposed Improvements are depicted in the Site Plan and Exterior Appearance Plans attached hereto as **Exhibit A** and made a part hereof; and

WHEREAS, the Application was considered by the Village of Hinsdale Plan Commission at a public meeting held on November 11, 2015. After considering all of the matters related to the Application, the Plan Commission vote on the proposed awnings, with certain conditions proposed by the Plan Commission, was four (4) in favor, four (4) against, and one (1) absent, and the Plan Commission vote on the ventilation screening enclosure, with a condition proposed by the Plan Commission, was seven (7) in favor, one (1) opposed, and one (1) absent. The recommendation (or non-recommendation in the case of the awnings) and a summary of the related proceedings are set forth in the Plan Commission's Findings and Recommendation in this matter ("Findings and Recommendation"), a copy of which is attached hereto as **Exhibit B** and made a part hereof; and

WHEREAS, the President and Board of Trustees, having considered the Findings and Recommendation from the Plan Commission, and all other matters pertinent to the Application, find that the Application, with the conditions proposed by the Plan Commission, satisfies the standards established in Sections 11-604 and 11-606 of the Hinsdale Zoning Code governing site plans and exterior appearance plans.

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

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

SECTION 2: Approval of Site Plan and Exterior Appearance Plan. The Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and Sections 11-604 and 11-606 of the Hinsdale Zoning Code, approves the Site Plan and Exterior Appearance Plan attached to, and by this reference, incorporated into this Ordinance as **Exhibit A** (the "Approved Plans"), relative to the Proposed Improvements, subject to the conditions set forth in Section 3 of this Ordinance.

SECTION 3: Conditions on Approvals. The approvals granted in Section 2 of this Ordinance are expressly subject to all of the following conditions:

A. Compliance with Plans. All work on the exterior of the Subject Property shall be undertaken only in strict compliance with the Approved Plans attached as **Exhibit A**.

B. Compliance with Codes, Ordinances, and Regulations. Except as specifically set forth in this Ordinance, in the lease between the Village and the Applicant, or as otherwise specifically authorized by the Village, the provisions of the Hinsdale Municipal Code and the Hinsdale Zoning Code shall apply and govern all development on, and improvement of, the Subject Property. All such development and improvement shall comply with all Village codes, ordinances, and regulations at all times.

C. Building Permits. The Applicant shall submit all required building permit applications and other materials in a timely manner to the appropriate parties, which materials shall be prepared in compliance with all applicable Village codes and ordinances.

D. Additional Conditions. The Applicant shall submit revised plans that: 1) move the awnings vertically to expose the lintels; 2) reduce through consolidation the number of awnings shown on the north and south walls. In addition, the Applicant shall paint the screening enclosures to match the brick of the train station façade. The Village shall ensure compliance with these conditions through review of revised plans when submitted, and through on-site inspections at the Property.

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 _____, 2015, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this _____ day of _____, 2015, and attested to by the Village Clerk this same day.

_____
Thomas K. Cauley, Jr., Village President

ATTEST:

_____
Christine M. Bruton, Village Clerk

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

By: _____

Its: _____

Date: _____, 2015

EXHIBIT A

APPROVED SITE PLAN AND EXTERIOR APPEARANCE PLAN (ATTACHED)

EXHIBIT B

FINDINGS AND RECOMMENDATION
(ATTACHED)

VILLAGE OF HINSDALE

VILLAGE OF HINSDALE
COMMUNITY DEVELOPMENT DEPARTMENT

PLAN COMMISSION APPLICATION

I. GENERAL INFORMATION

Applicant

Name: Chase Lotti
Address: 20 N. Tower Rd. #K
City/Zip: Oak Brook 60523
Phone/Fax: (630) 639 / 8676
E-Mail: rcandre22@gmail.com

Owner

Name: Al Lotti
Address: 45 Baybrook Ln.
City/Zip: Oak Brook 60523
Phone/Fax: (630) 805 / 4022
E-Mail: allotti1@yahoo.com

Others, if any, involved in the project (i.e. Architect, Attorney, Engineer)

Name: Steve Flint
Title: Owner
Address: 314 S. Westmore Ave
City/Zip: Lombard, IL 60148
Phone/Fax: (630) 953 / 9220
E-Mail: seflint@flintarch.com

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

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

1) _____

2) _____

3) _____

II. SITE INFORMATION

Address of subject property: 25 E. Hinsdale Ave.

Property identification number (P.I.N. or tax number): ____ - ____ - _____ - _____

Brief description of proposed project: Install new awnings where previous awnings were. Ventilation Screening. Signage.

General description or characteristics of the site: Downtown train station.

Existing zoning and land use: B2

Surrounding zoning and existing land uses:

North: OS

South: B2

East: B2

West: B2

Proposed zoning and land use: Restaurant

Please mark the approval(s) you are seeking and attach all applicable applications and standards for each approval requested:

- ☒ Site Plan Approval 11-604
- ☐ Design Review Permit 11-605E
- ☒ Exterior Appearance 11-606E
- ☐ Special Use Permit 11-602E
  Special Use Requested: _____
- ☐ Map and Text Amendments 11-601E
  Amendment Requested: _____
- ☐ Planned Development 11-603E
- ☐ Development in the B-2 Central Business District Questionnaire

TABLE OF COMPLIANCE

Address of subject property: 25 E. Hinsdale Ave.

The following table is based on the B2 Zoning District.

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

* Must provide actual square footage number and percentage.

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

* Building erected late 1800's. Our project proposal will not effect bulk space and yard requirements.

CERTIFICATION

The Applicant certifies and acknowledges and agrees that:

A. The statements contained in this application are true and correct to the best of the Applicant's knowledge and belief. The owner of the subject property, if different from the applicant, states that he or she consents to the filing of this application and that all information contained in this application is true and correct to the best of his or her knowledge.

B. The applicant understands that an incomplete or nonconforming application will not be considered. In addition, the applicant understands that the Village may require additional information prior to the consideration of this application which may include, but is not limited to, the following items:

1. Minimum yard and setback dimensions and, where relevant, relation of yard and setback dimensions to the height, width, and depth of any structure.
2. A vehicular and pedestrian circulation plan showing the location, dimensions, gradient, and number of all vehicular and pedestrian circulation elements including rights-of-way and streets; driveway entrances, curbs, and curb cuts; parking spaces, loading spaces, and circulation aisles; sidewalks, walkways, and pathways; and total lot coverage of all circulation elements divided as between vehicular and pedestrian ways.
3. All existing and proposed surface and subsurface drainage and retention and detention facilities and all existing and proposed water, sewer, gas, electric, telephone, and cable communications lines and easements and all other utility facilities.
4. Location, size, and arrangement of all outdoor signs and lighting.
5. Location and height of fences or screen plantings and the type or kink of building materials or plantings used for fencing or screening.
6. A detailed landscaping plan, showing location, size, and species of all trees, shrubs, and other plant material.
7. A traffic study if required by the Village Manager or the Board or Commission hearing the application.

C. The Applicants shall make the property that is the subject of this application available for inspection by the Village at reasonable times;

D. If any information provided in this application changes or becomes incomplete or inapplicable for any reason following submission of this application, the Applicants shall submit a supplemental application or other acceptable written statement containing the new or corrected information as soon as practicable but not less than ten days following the change, and that failure to do so shall be grounds for denial of the application; and

E. The Applicant understands that he/she is responsible for all application fees and any other fees, which the Village assesses under the provisions of Subsection 11-301D of the Village of Hinsdale Zoning Code as amended April 25, 1989.

F. THE OWNER OF THE SUBJECT PROPERTY AND, IF DIFFERENT, THE APPLICANT ARE JOINTLY AND SEVERALLY LIABLE FOR THE PAYMENT OF THE APPLICABLE APPLICATION FEE. BY SIGNING THE APPLICATION, THE OWNER HAS AGREED TO PAY SAID FEE, AND TO CONSENT TO THE FILING AND FORECLOSURE OF A LIEN AGAINST SUBJECT PROPERTY FOR THE FEE PLUS COSTS OF COLLECTION, IF THE ACCOUNT IS NOT SETTLED WITHIN THIRTY (30) DAYS AFTER THE MAILING OF A DEMAND FOR PAYMENT.

On the 23rd day of October, 2015, I/We have read the above certification, understand it, and agree to abide by its conditions.

Signature of applicant or authorized agent

Chase Lotti

Name of applicant or authorized agent

Signature of applicant or authorized agent

Name of applicant or authorized agent

SUBSCRIBED AND SWORN to before me this 23rd day of October, 2015.

Karen L. Moreno

Notary Public

Official Seal
Karen L Moreno
Notary Public State of Illinois
My Commission Expires 10/01/2017

VILLAGE OF HINSDALE FOUNDED IN 1873

COMMUNITY DEVELOPMENT DEPARTMENT

EXTERIOR APPEARANCE AND SITE PLAN REVIEW CRITERIA

Address of proposed request: 25 E. Hinsdale Ave.

REVIEW CRITERIA

Section 11-606 of the Hinsdale Zoning Code regulates Exterior appearance review. The exterior appearance review process is intended to protect, preserve, and enhance the character and architectural heritage and quality of the Village, to protect, preserve, and enhance property values, and to promote the health, safety, and welfare of the Village and its residents. Please note that Subsection Standards for building permits refers to Subsection 11-605E Standards and considerations for design permit review.

*****PLEASE NOTE*** If this is a non-residential property within 250 feet of a single-family residential district, additional notification requirements are necessary. Please contact the Village Planner for a description of the additional requirements.**

FEES for Exterior Appearance/Site Plan Review:
Standard Application: $600.00
Within 250 feet of a Single-Family Residential District: $800

Below are the criteria that will be used by the Plan Commission, Zoning and Public Safety Committee and Board of Trustees in reviewing Exterior Appearance Review requests. Please respond to each criterion as it relates to the application. Please use an additional sheet of paper to respond to questions if needed.

1. *Open spaces.* The quality of the open space between buildings and in setback spaces between street and facades.

   N/A

2. *Materials.* The quality of materials and their relationship to those in existing adjacent structures.

   ~~N/A~~ Refer to #11.

3. *General design.* The quality of the design in general and its relationship to the overall character of neighborhood.

   Refer to #11.

4. *General site development.* The quality of the site development in terms of landscaping, recreation, pedestrian access, auto access, parking, servicing of the property, and impact on vehicular traffic patterns and conditions on-site and in the vicinity of the site, and the retention of trees and shrubs to the maximum extent possible.

Not removing any greenspace

5. *Height.* The height of the proposed buildings and structures shall be visually compatible with adjacent buildings.

N/A

6. *Proportion of front façade.* The relationship of the width to the height of the front elevation shall be visually compatible with buildings, public ways, and places to which it is visually related.

N/A

7. *Proportion of openings.* The relationship of the width to the height of windows shall be visually compatible with buildings, public ways, and places to which the building is visually related.

N/A

8. *Rhythm of solids to voids in front facades.* The relationship of solids to voids in the front façade of a building shall be visually compatible with buildings, public ways, and places to which it is visually related. Deck work enclosure will be compatible with the building.

9. *Rhythm of spacing and buildings on streets.* The relationship of a building or structure to the open space between it and adjoining buildings or structures shall be visually compatible with the buildings, public ways, and places to which it is visually related.

N/A

10. *Rhythm of entrance porch and other projections.* The relationship of entrances and other projections to sidewalks shall be visually compatible with the buildings, public ways, and places to which it is visually related.

N/A

11. *Relationship of materials and texture.* The relationship of the materials and texture of the façade shall be visually compatible with the predominant materials to be used in the buildings and structures to which it is visually related.

Cedar and awning material will be consistent with trainstation and other downtown buildings.

12. *Roof shapes.* The roof shape of a building shall be visually compatible with the buildings to which it is visually related.

N/A

13. *Walls of continuity.* Building facades and appurtenances such as walls, fences, and landscape masses shall, when it is a characteristic of the area, form cohesive walls of enclosure along a street to ensure visual compatibility with the buildings, public ways, and places to which such elements are visually related.

Refer to #11.

14. *Scale of building.* The size and mass of buildings and structures in relation to open spaces, windows, door openings, porches, and balconies shall be visually compatible with the buildings, public ways, and places to which they are visually related.

N/A

15. *Directional expression of front elevation.* The buildings shall be visually compatible with the buildings, public ways, and places to which it is visually related in its directional character, whether this be vertical character, horizontal character, or nondirectional character.

N/A

16. *Special consideration for existing buildings.* For existing buildings, the Plan Commission and the Board of Trustees shall consider the availability of materials, technology, and craftsmanship to duplicate existing styles, patterns, textures, and overall detailing.

N/A

REVIEW CRITERIA – Site Plan Review

Below are the criteria that will be used by the Plan Commission and Board of Trustees in determining is the application does not meet the requirements for Site Plan Approval. Briefly describe how this application will not do the below criteria. Please respond to each criterion as it relates to the application. Please use an additional sheet of paper to respond to questions if needed.

Section 11-604 of the Hinsdale Zoning Code regulates Site Plan Review. The site plan review process recognizes that even those uses and developments that have been determined to be generally suitable for location in a particular district are capable of adversely affecting the purposes for which this code was enacted unless careful consideration is given to critical design elements.

1. The site plan fails to adequately meet specified standards required by the Zoning Code with respect to the proposed use or development, including special use standards where applicable.

   Only site plan proposed changes are for ventilation screening.

2. The proposed site plan interferes with easements and rights-of-way.

   Not further encroaching than the existing wall.

3. The proposed site plan unreasonably destroys, damages, detrimentally modifies, or interferes with the enjoyment of significant natural, topographical, or physical features of the site.

   N/A

4. The proposed site plan is unreasonably injurious or detrimental to the use and enjoyment of surrounding property.

   N/A

5. The proposed site plan creates undue traffic congestion or hazards in the public streets, or the circulation elements of the proposed site plan unreasonably creates hazards to safety on or off site or disjointed, inefficient pedestrian or vehicular circulation paths on or off the site.

   Screening will be surrounded by curb. Space is not in the path of pedestrians.

6. The screening of the site does not provide adequate shielding from or for nearby uses.

   N/A

7. The proposed structures or landscaping are unreasonably lacking amenity in relation to, or are incompatible with, nearby structures and uses.

   N/A

8. In the case of site plans submitted in connection with an application for a special use permit, the proposed site plan makes inadequate provision for the creation or preservation of open space or for its continued maintenance.

   N/A

9. The proposed site plan creates unreasonable drainage or erosion problems or fails to fully and satisfactorily integrate the site into the overall existing and planned ordinance system serving the community.

   N/A

10. The proposed site plan places unwarranted or unreasonable burdens on specified utility systems serving the site or area or fails to fully and satisfactorily integrate the site's utilities into the overall existing and planned utility system serving the Village.

N/A

11. The proposed site plan does not provide for required public uses designated on the Official Map.

N/A

12. The proposed site plan otherwise adversely affects the public health, safety, or general welfare.

The screening supplements code required ventilation system for a restaurant

VILLAGE OF HINSDALE

COMMUNITY DEVELOPMENT DEPARTMENT
19 East Chicago Avenue
Hinsdale, Illinois 60521-3489
630.789.7030

Application for Certificate of Zoning Compliance

You must complete all portions of this application. If you think certain information is not applicable, then write "N/A." If you need additional space, then attach separate sheets to this form.

Applicant's name: Chase Lotfi

Owner's name (if different): Al Lotfi

Property address: 25 E. Hinsdale Ave

Property legal description: [attach to this form]

Present zoning classification: IB, Institutional Buildings

Square footage of property: _____

Lot area per dwelling: _____

Lot dimensions: ____ x ____

Current use of property: Restaurant

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

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

Brief description of request and proposal:
Awnings, signage and Ventilation screening.

Plans & Specifications: [submit with this form]

	Provided:	**Required by Code:**
Yards:		
front:	____	____
interior side(s)	___/___	___/___

	Provided:	Required by Code:
corner side	N/A	N/A
rear	N/A	N/A
Setbacks (businesses and offices):		
front:	N/A	N/A
interior side(s)	N/A	N/A
corner side	N/A	N/A
rear	N/A	N/A
others:	N/A	N/A
Ogden Ave. Center:	N/A	N/A
York Rd. Center:	N/A	N/A
Forest Preserve:	N/A	N/A
Building heights:		
principal building(s):	N/A	N/A
accessory building(s):	N/A	N/A
Maximum Elevations:		
principal building(s):	N/A	N/A
accessory building(s):	N/A	N/A
Dwelling unit size(s):	N/A	N/A
Total building coverage:	N/A	N/A
Total lot coverage:	N/A	N/A
Floor area ratio:	N/A	N/A
Accessory building(s):	N/A	

Spacing between buildings: [depict on attached plans]

principal building(s):	N/A	N/A	N/A
accessory building(s):	N/A	N/A	N/A

Number of off-street parking spaces required: N/A

Number of loading spaces required: N/A

Statement of applicant:

I swear/affirm that the information provided in this form is true and complete. I understand that any omission of applicable or relevant information from this form could be a basis for denial or revocation of the Certificate of Zoning Compliance.

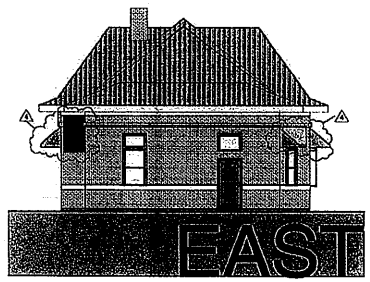
By: _____
Applicant's signature

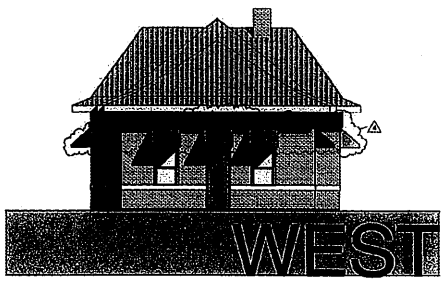
Chase Lutfi
Applicant's printed name

Dated: October 21, 2015.









General Notes

No.	Revision/Issue	Date
4	Village of Hinsdale Comments	11/09/15
1	Village of Hinsdale & DCHD Comments	9/22/15

FLINT ARCHITECTS
THE SPARK OF ARCHITECTURAL BRILLIANCE
314 South Washtenaw • Lombard, IL 60148
p: 630-953-9200 • f: 630-953-9449 • www.FlintArch.com

Project Name and Address

Restaurant Buildout
Casa Margarita
25 E. Hinsdale Ave.
Hinsdale, IL. 60521

Project: 15022	Sheet: A5
Date: 8/3/2015	
Scale: AS NOTED	

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FLINT ARCHITECTS LLC

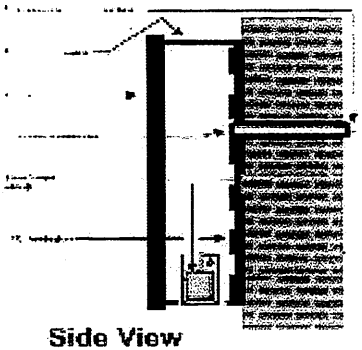
Attachment 1 (as submitted to PC 11/11/15)

Job site: Casa Margarita

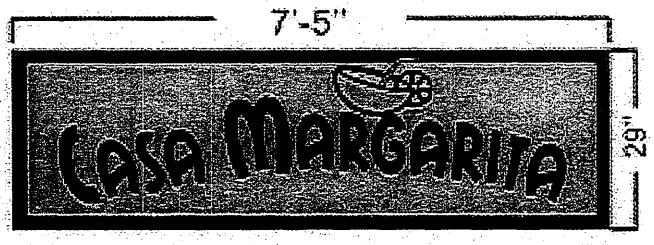
SOUTH SIDE



SIGN BOX W/L.E.Ds
w/vinyl print



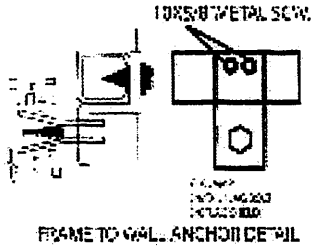
Side View



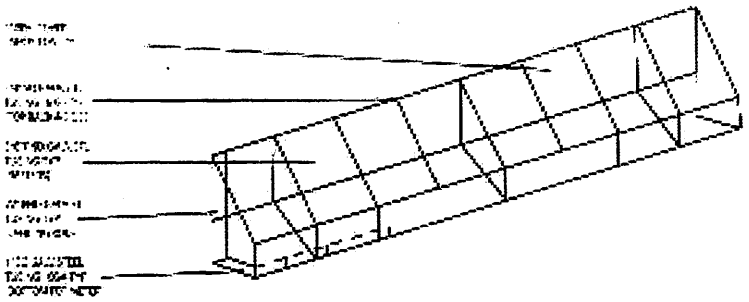
Sign box with L.E.D lights. Vinyl lettering

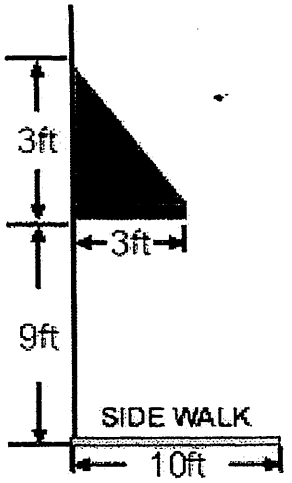
Ten new awnings fabric sunbrella,
red and yellow stripes

1. 17'-2"
2. 17'-2"
3. 4'-6"
4. 4'-6"
5. 4'-6"
6. 4'-6"
7. 4'-6"
8. 4'-6"
9. 4'-6"
10. 4'-6"



FRAME TO WAL ANCHOR DETAIL



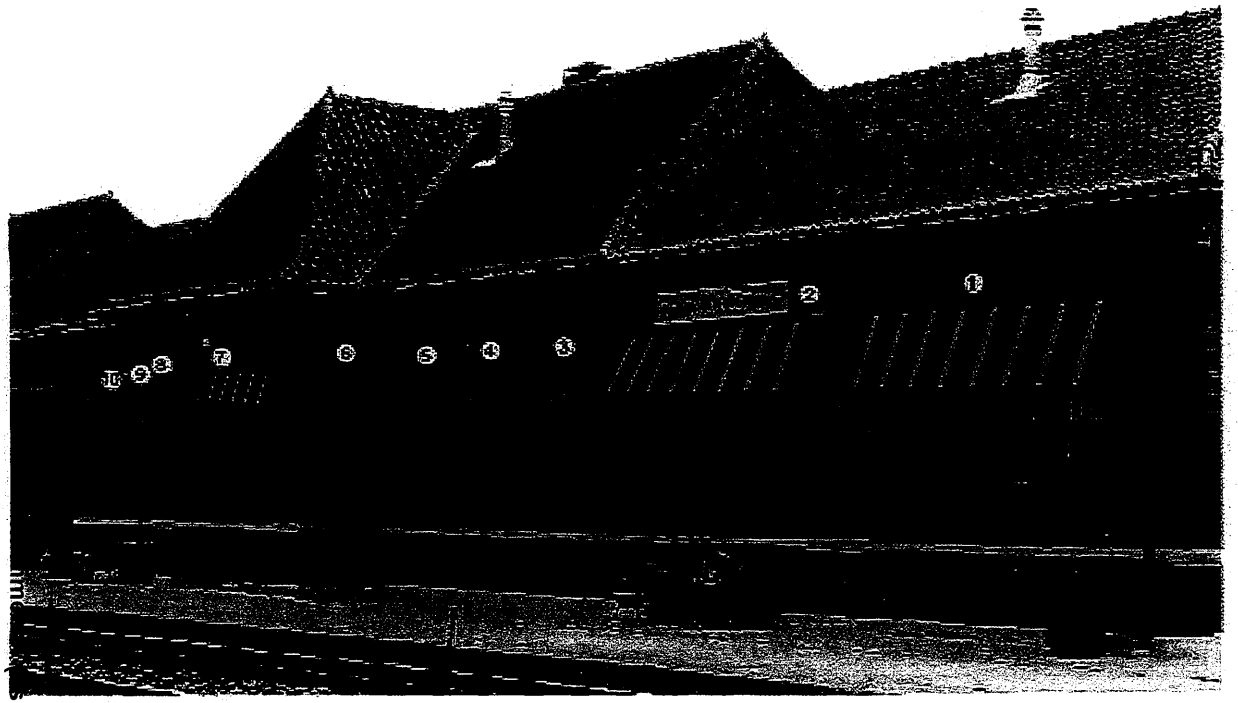


SIDE VIEW

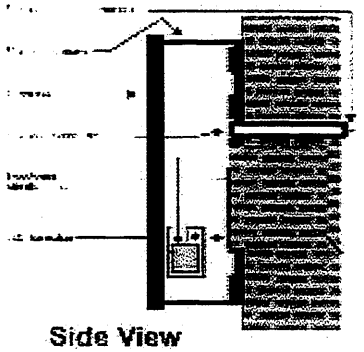
Attachment 1 (as submitted to PC 11/1/15)

Job site: Casa Margarita

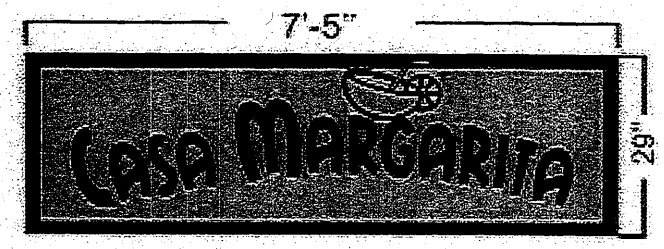
NORTH SIDE



SIGN BOX W/L.E.Ds
w/vinyl print



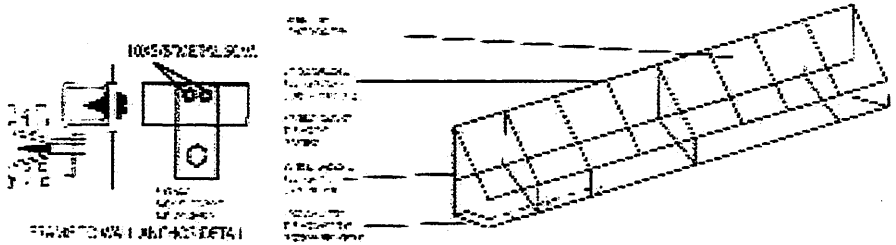
Side View

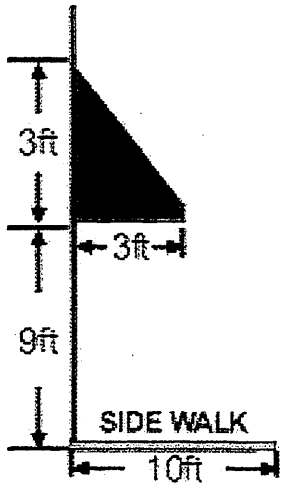


Sign box with L.E.D lights. Vinyl lettering

Ten new awnings fabric sunbrella,
red and yellow stripes

1. 17'-2"
2. 17'-2"
3. 4'-6"
4. 4'-6"
5. 4'-6"
6. 2'-9"
7. 4'-6"
8. 2'-9"
9. 4'-6"
10. 4'-6"





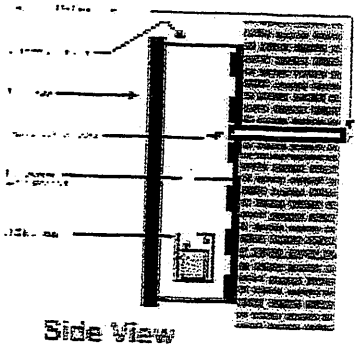
SIDE VIEW

Items submitted to PC 11/4/15

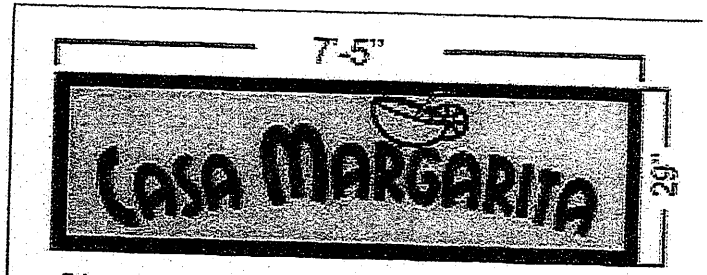
Job site: Casa Margarita

EAST SIDE

SIGN BOX W/L.E.DS
w/vinyl print



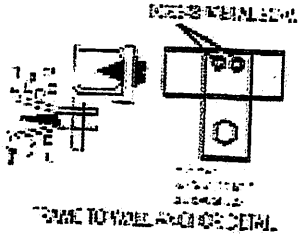


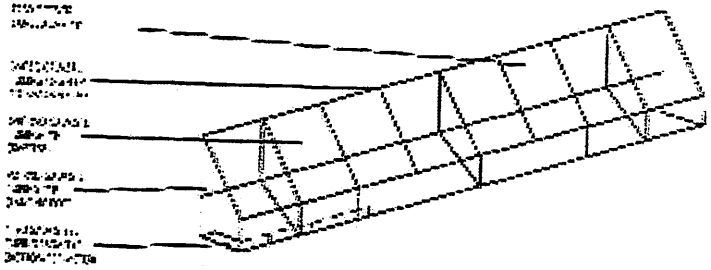


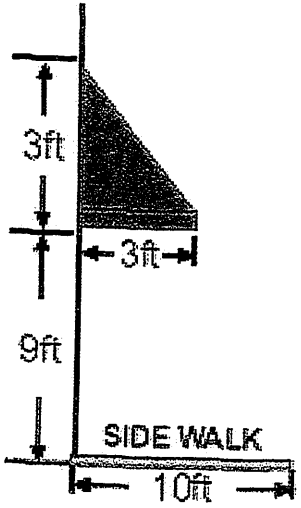
Sign box with L.E.D lights. Vinyl lettering

Three new awnings fabric sunbrella, red and yellow stripes

1. 4'-6"
2. 4'-2"
3. 4'-6"







SIDE VIEW

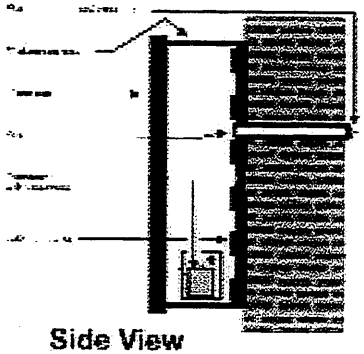
Attachment 1 (as submitted to PC 11/11/15)

Job site: Casa Margarita

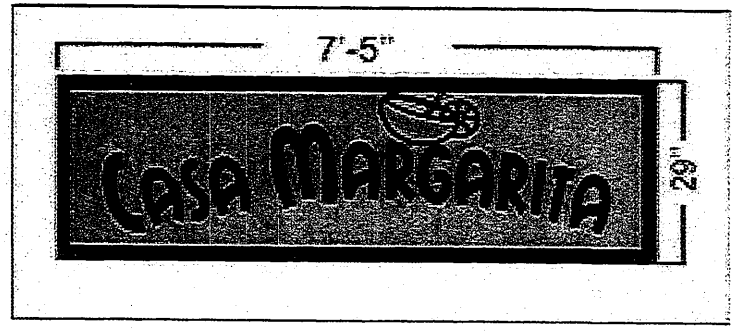
WEST SIDE



SIGN BOX W/L.E.Ds
w/vinyl print

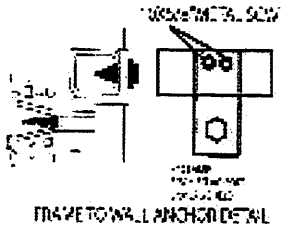


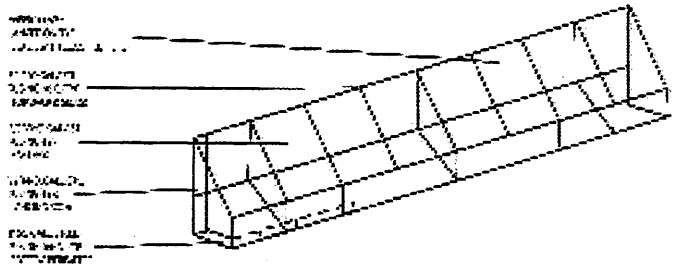
Side View

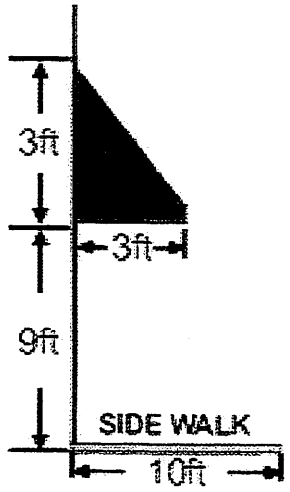


Three new awnings fabric sunbrella, red and yellow stripes

1. 4'-6"
2. 4'-2"
3. 4'-6"



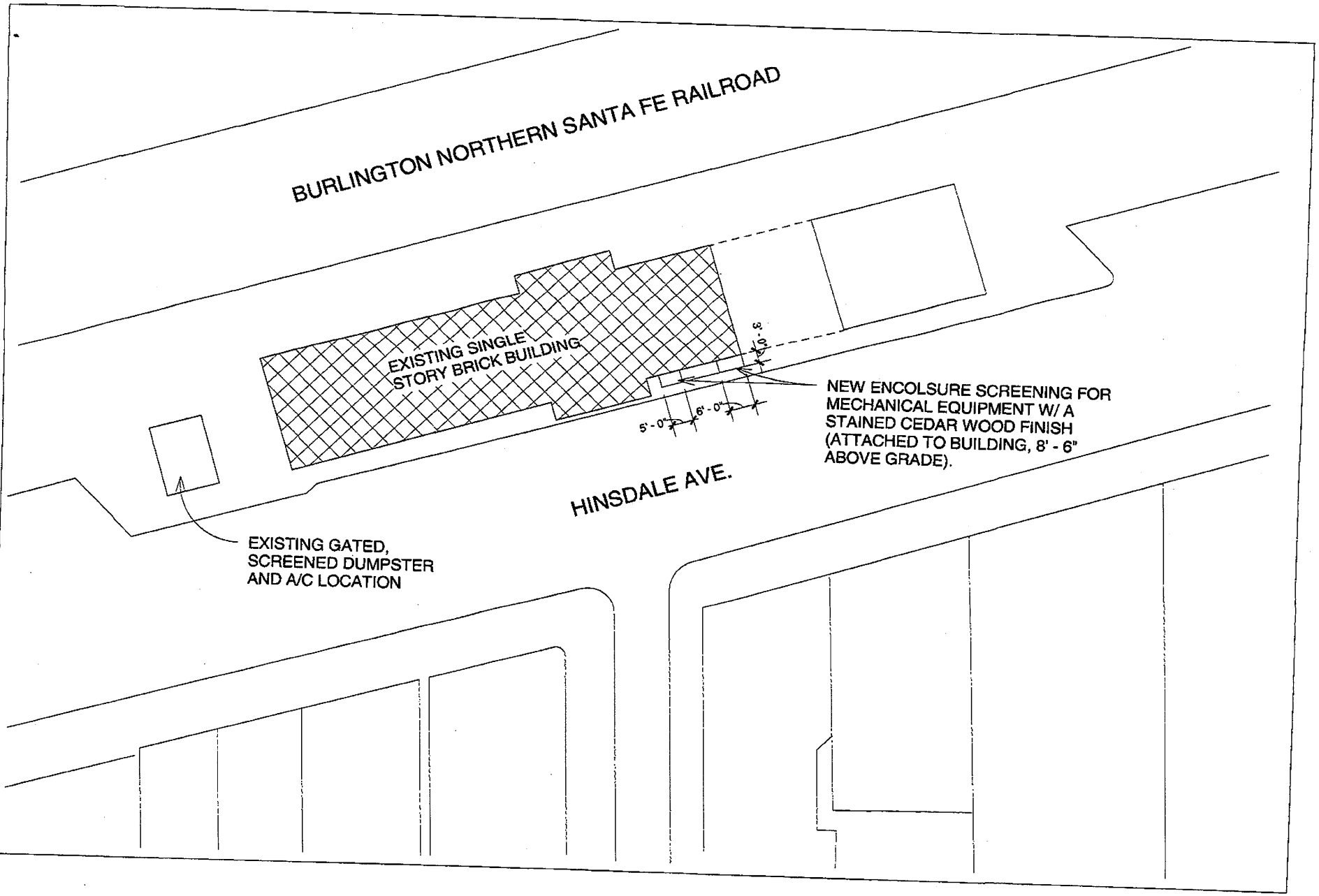




SIDE VIEW

Attachment 1 (as submitted to PC 11/11/15)

C 11/11/15)



SITE PLAN : SCALE = 1:30

Attachment 1 (as submitted to PC 11/11/15)

December 1, 2015

RECEIVED
DEC 0 2 2015

Casa Margarita – Hinsdale

Exhibits

A. Awnings consolidated and mounted over the black lentils. Equal parts red and yellow (10" and 10").

B. Awnings consolidated and mounted over the black lentils. Yellow stripes decreased in width from 10" to 6". Red remains at 10".

C. Awnings consolidated and mounted beneath the black lentils. Yellow stripes further decreased from 6" to 2". Red remains at 10". *

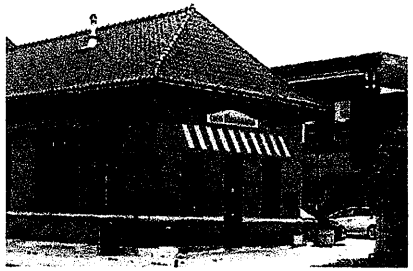
D. Illustration shows the cedar enclosures stained to blend in with the existing brick color.

*A sample of the awning is currently on display at the east entrance with the proportion of 10" red and 2" yellow stripes. The awning was constructed with a colonial style valence.

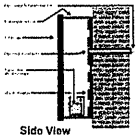
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Job site: Casa Margarita

WEST SIDE



SIGN BOX W/L.E.Ds w/vinyl print

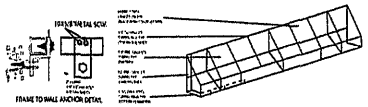


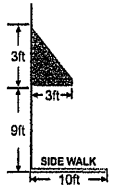


Sign box with L.E.D lights. Vinyl lettering

One new awnings fabric sunbrella, red and yellow stripes

1. 19'.8"





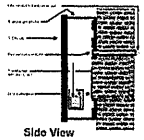
SIDE VIEW

Job site: Casa Margarita

NORTH SIDE



SIGN BOX W/L.E.Ds w/vinyl print



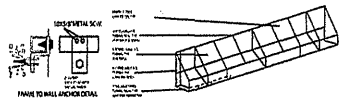


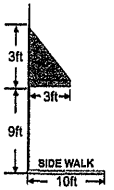
Sign box with L.E.D lights. Vinyl lettering

Ten new awnings fabric sunbrella, red and yellow stripes

1. 17'.2"
2. 17'.2"
3. 19'.3"
4. 2'.9"
5. 14'.9"

6. 2'-9"
7. 19'.3"





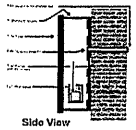
SIDE VIEW

Job site: Casa Margarita

EAST SIDE



SIGN BOX W/L.E.Ds w/vinyl print

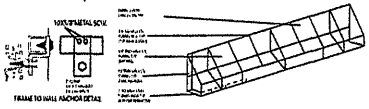


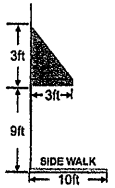


Sign box with L.E.D lights. Vinyl lettering

Three new awnings fabric sunbrella, red and yellow stripes

1. 4'.6"
2. 4'.2"
3. 4'.6"





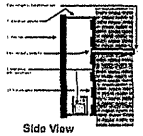
SIDE VIEW

Job site: Casa Margarita

SOUTH SIDE



SIGN BOX W/L.E.Ds w/vinyl print

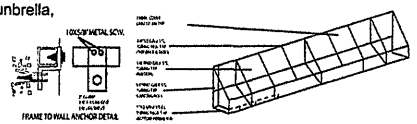


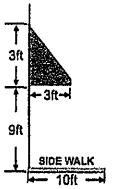


Sign box with L.E.D lights. Vinyl lettering

Ten new awnings fabric sunbrella, red and yellow stripes

1. 17'.2"
2. 17'.2"
3. 19'.6"
4. 14'.3"
5. 4'. 9"





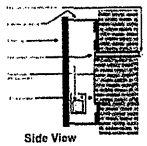
SIDE VIEW

Job site: Casa Margarita

NORTH SIDE



SIGN BOX W/L.E.Ds
w/vinyl print

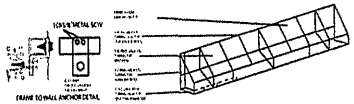


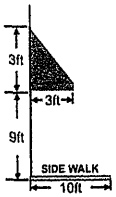


Sign box with L.E.D lights. Vinyl lettering

Ten new awnings fabric sunbrella,
red and yellow stripes

1. 17'.2"
2. 17'.2"
3. 19'.3"
4. 2'.9"
5. 14'.9"
6. 2'-9"
7. 19'.3"



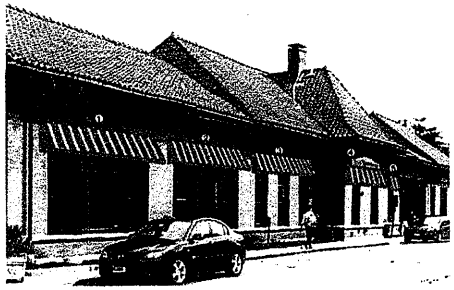


SIDE VIEW

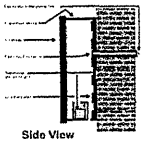
B

Job site: Casa Margarita

SOUTH SIDE



SIGN BOX W/L.E.Ds
w/vinyl print

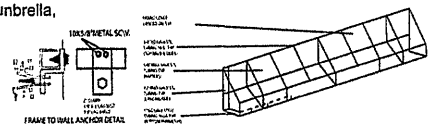


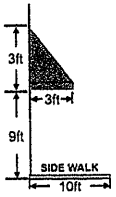


Sign box with L.E.D lights. Vinyl lettering

Ten new awnings fabric sunbrella,
red and yellow stripes

1. 17'.2"
2. 17'.2"
3. 19'.6"
4. 14'.3"
5. 4'. 9"





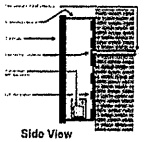
SIDE VIEW

Job site: Casa Margarita

WEST SIDE



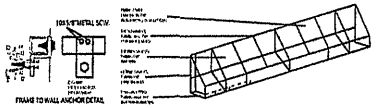
SIGN BOX W/L.E.Ds
w/vinyl print

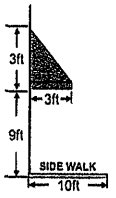




One new awnings fabric sunbrella,
red and yellow stripes

1. 19'.8"





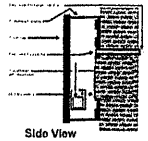
SIDE VIEW

Job site: Casa Margarita

NORTH SIDE



SIGN BOX W/L.E.Ds
w/vinyl print

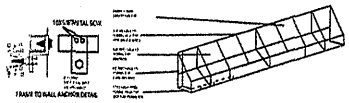


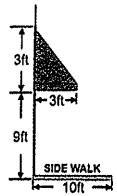


Ten new awnings fabric sunbrella,
red and yellow stripes

1. 17'.2"
2. 17'.2"
3. 19'.3"
4. 2'.9"
5. 14'.9"

6. 2'-9"
7. 19'.3"





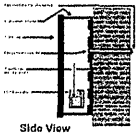
SIDE VIEW

Job site: Casa Margarita

EAST SIDE



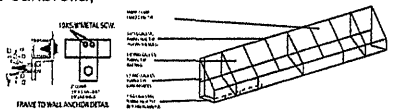
SIGN BOX W/L.E.Ds
w/vinyl print

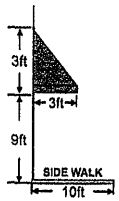




Three new awnings fabric sunbrella,
red and yellow stripes

1. 4'.6"
2. 4'.2"
3. 4'.6"





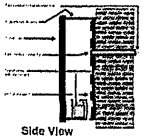
SIDE VIEW

Job site: Casa Margarita

SOUTH SIDE



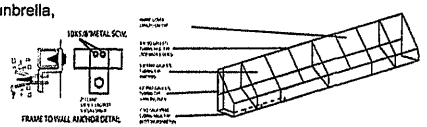
SIGN BOX W/L.E.Ds
w/vinyl print

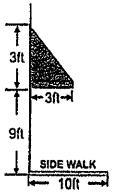




Ten new awnings fabric sunbrella,
red and yellow stripes

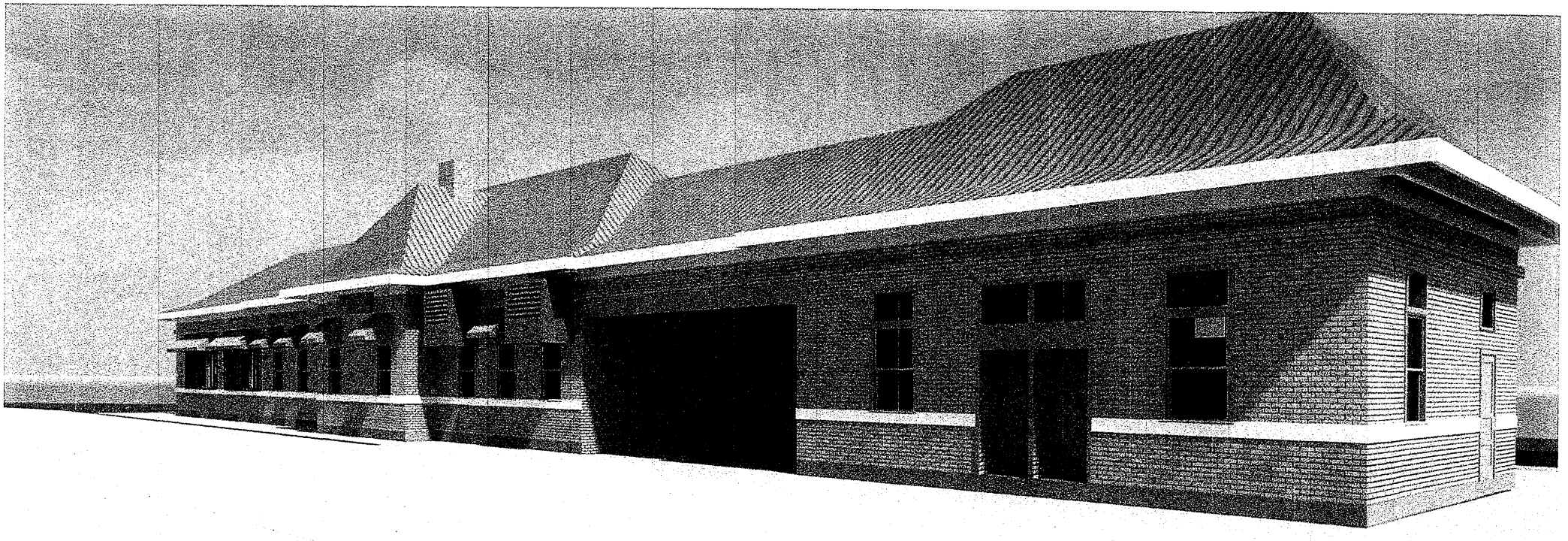
1. 17'.2"
2. 17'.2"
3. 19'.6"
4. 14'.3"
5. 4'. 9"





SIDE VIEW

D.



DRAFT

HINSDALE PLAN COMMISSION

RE: Case A-40-2015 – Applicant: Margarita Blue, Inc., a restaurant DBA Casa Margarita

Request: Exterior Appearance and Site Plan Review for Casa Margarita Restaurant at 25 E. Hinsdale Avenue (location commonly known as Brush Hill Train Station).

DATE OF PLAN COMMISSION REVIEW: **November 11, 2015**

DATE OF BOARD OF TRUSTEES 1ST READING: **December 8, 2015**

FINDINGS AND RECOMMENDATION

I. FINDINGS

1. The Plan Commission heard testimony from the applicant's proposal to install awnings and kitchen exhaust screening enclosures at the Brush Hill Train Station at 25 E. Hinsdale Avenue to establish a restaurant (Casa Margarita).

2. The applicant brought a sample of the awning material and showed the ten (10)-inch red stripe to two (2)-inch yellow stripe ratio on the proposed 26 awnings.

3. A Plan Commissioner expressed preference for the single colored awning at the Casa Margarita's La Grange location because it blended in with the building.

4. A question was asked about the possibility of relocating the screening enclosures to the north (track) side of the building. However, the applicant confirmed the Burlington, Northern and Santa Fe Railway (BNSF) has an issue with this.

5. A question was asked about the possibility of relocating the exhaust system to the roof of the building. However, a discussion revealed this would cause require a platform and cause damage to the roof. The applicant also explained that the exhaust and intake requires a certain distance between the units to function.

6. The applicant plans to use both entrances into the building.

7. A question was asked about the size of the exhaust equipment. The applicant explained this is relevant to the length of the hood above the kitchen equipment. With that said, the applicant expressed they chose the smallest one possible.

8. Half of the Commissioners disliked the use of two colors and stripes, and preferred the single red color. A few comments reflected that the awning colors, along with the future walls signs will be too colorful for the building.

II. RECOMMENDATIONS

Following a motion to recommend approval of the proposed exterior appearance plans, the Village of Hinsdale Plan Commission, voted four (4) "Ayes," four (4) "Nayes," and one (1) "Absent," with modifications to: (1) move the awnings vertically to expose the lintels, (2) reduce/consolidate the number of awnings shown on the North and South walls and (3), paint said screening enclosures to match the brick of the train station façade.

Following a motion to recommend approval of the proposed site plan, the Village of Hinsdale Plan Commission, on a vote of seven (7) "Ayes," one (1) "Nay," and one (1) "Absent," recommends that the President and Board of Trustees approve the site plan for installing ventilation screening enclosures.

THE HINSDALE PLAN COMMISSION

By: _____
Chairman

Dated this _____ day of _____, 2015.

Attachment 2

6d

Memorandum

To: President Cauley and Village Trustees

From: Chan Yu, Village Planner

Cc: Kathleen A. Gargano, Village Manager
Robb McGinnis, Director of Community Development/Building Commissioner

Date: November 25, 2015

Re: 125 W. 2nd Street – Steil Dermatology - Office Building
Request for Major Adjustment to Exterior Appearance and Site Plan Review Approval

BACKGROUND

Summary

The Village of Hinsdale has received a major adjustment application (Attachment 1) from Kolbrook Design, Inc., Evanston, Illinois. Project Manager Steven Schmitt (Applicant), on behalf of the property owner Christina Steil, is requesting approval for a front entrance fence gate, two (2) awnings and one (1) seasonal enclosure to its previously approved plans for exterior improvements to an existing office building at 125 W. 2nd Street (Attachment 2). The purpose for the fence gate is to direct clients to the north building entrance. The proposed awnings and seasonal enclosure will provide weather protection for employees and clients of Steil Dermatology.

Request and Analysis

The proposed fence gate is 8 feet, 4 inches in length and ranges between 3 to 4 feet tall. It will be located in the south east area of the parking lot where an existing walkway leads to the public entrance from 2nd Street. Per the applicant, the purpose of the fence is to direct clients to the south office entrance. The proposed fence is located in the O-1 Specialty Office District and complies with the Village Code.

The applicant is also proposing to install two canvas awnings over the south entrance (abutting 2nd St.) and the north parking lot entrance. The black awnings have no text or logos, and are therefore not considered signage as defined by the Village Code. The north entrance awning features a temporary canvas enclosure for the colder months of the year.

The initial site plans and exterior appearance plans at 125 W. 2nd Street included an array of exterior modifications and façade improvements, and was approved on November 19, 2013 (Attachment 3). On March 4, 2014, the Applicant received approval for a site plan and exterior plan for a new surface parking lot (Attachment 4). Of note, the parking lot application included setback and parking lot oriented variations by the Zoning Board of Appeals.

On February 16, 2015, the Applicant was granted approval for a major adjustment to modify construction plans to meet Zoning Code floor area ratio (FAR) requirements (Attachment 5). General modifications included removing a dormer and the removal and/or replacement of windows.

Process

Pursuant to Article 6, Section 11-604(J) of the Village of Hinsdale Zoning Ordinance, the Board of Trustees may grant approval of the major adjustments upon finding that the changes are within substantial compliance with the approved final plan. If it is determined that the changes are not within substantial compliance with the approved plan, the Board of Trustees shall refer it back to the Plan Commission for further hearing and review.

Motion

Should the Board of Trustees feel the request is substantially compliant, the following motion would be appropriate; "move that the Board of Trustees approve an Ordinance Approving a Second Major Adjustment to a Site Plan/Exterior Appearance Plan at 125 W. Second Street."

Should the Board of Trustees feel the requested changes are not within substantial compliance with the approved plan, it shall refer it back to the Plan Commission for further hearing and review.

Attachments:

Draft Ordinance
Attachment 1 – Major Adjustment Application Request and Exhibits
Attachment 2 – Hinsdale Zoning Map and Project Location
Attachment 3– Ordinance Number O2013-34, Approving Site Plans and Exterior Appearance Plans for Exterior Modifications and Façade Improvements to an Existing Commercial Building at 125 W. Second St.
Attachment 4– Ordinance Number O2014-08, Approving a Site Plan and Exterior Appearance Plan for Construction of a New Surface Parking Lot (125 W. Second St.)
Attachment 5– Ordinance Number O2015-07, Approving a Major Adjustment to a Site Plan/Exterior Appearance Plan at 125 W. Second St.

VILLAGE OF HINSDALE

ORDINANCE NO. _____

AN ORDINANCE APPROVING A SECOND MAJOR ADJUSTMENT TO A SITE PLAN/ EXTERIOR APPEARANCE PLAN AT 125 W. SECOND STREET – KOLBROOK DESIGN, INC.

WHEREAS, the Village has previously, through adoption of Ordinance No. O2013-34 on November 19, 2013 (the "Original Ordinance"), approved a Site Plan/Exterior Appearance Plan for a structure located on property at 125 W. Second Street, Hinsdale, Illinois (the "Subject Property"); and

WHEREAS, through adoption of Ordinance No. O2014-08 on March 4, 2014, the Village Board of Trustees approved a Site Plan/Exterior Appearance Plan for the surface parking lot on the Subject Property (the "Parking Lot Ordinance");

WHEREAS, through adoption of Ordinance No. O2015-07 on February 16, 2015, the Village Board of Trustees approved a major adjustment to the previously approved Site Plan/Exterior Appearance Plan ("First Major Adjustment Ordinance");

WHEREAS, Kolbrook Design, Inc. (the "Applicant"), on behalf of the legal owner of the Subject Property, Christina Steil/125 W. Second Street, LLC, has now submitted an application seeking a second major adjustment to the final approved Site Plan/Exterior Appearance Plans, as previously amended, for the Subject Property; and

WHEREAS, the changes at issue concern a proposed front entrance fence gate, two (2) awnings, and a seasonal enclosure. The specific changes are identified in more detail in the plans from the Applicant dated November 23, 2015 attached hereto as **Group Exhibit A** and made a part hereof; and

WHEREAS, pursuant to Article 11, Section 11-604(I)(2) of the Village of Hinsdale Zoning Ordinance, the Board of Trustees may grant approval of a major adjustment upon finding that the changes are in substantial compliance with the approved final plans, as previously amended.

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 Second Major Adjustment to the Site Plan/Exterior Appearance Plans. The Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and Subsection 11-604(I)(2) of the Hinsdale Zoning Code, find that the modifications are in substantial compliance with the approved final

plans, as previously amended. The Board of Trustees hereby approves the major adjustment to the previously approved Site Plan/Exterior Appearance Plans for the Subject Property at 125 W. Second Street, as previously amended, including but not limited to the installation of a proposed front entrance fence gate at the southeast portion of the Property, the installation of two (2) canvas awnings over the south entrance and north parking lot entrance to the building on the Property, and installation of a canvas enclosure at the north building entrance during colder months, all as shown in the 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 3 of this Ordinance. The Site Plan/Exterior Appearance Plans as approved in the Original Ordinance, the Parking Lot Ordinance, and the First Major Adjustment Ordinance, 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 of this Ordinance, or the Original Ordinance, Parking Lot Ordinance or First Major Adjustment Ordinance precedent to such work have been fulfilled and after all permits, approvals, and other authorizations for such work have been properly applied for, paid for, and granted in accordance with applicable law.

B. Compliance with Plans. All development work on the Subject Property shall be undertaken only in strict compliance with the approval granted herein, and the approved plans and specifications, including the depictions of the proposed improvements attached hereto as **Group Exhibit A** and made a part hereof.

C. Compliance with Codes, Ordinances, and Regulations. Except as specifically set forth in this Ordinance and the Original Ordinance, the provisions of the Hinsdale Municipal Code and the Hinsdale Zoning Code shall apply and govern the development of the Subject Property. All such development shall comply with all Village codes, ordinances, and regulations at all times.

D. Building Permits. The Applicant shall submit all required building permit applications and other materials in a timely manner to the appropriate parties, which materials shall be prepared in compliance with all applicable Village codes and ordinances.

SECTION 4: Violation of Condition or Code. Any violation of any term or condition stated in this Ordinance, the Original Ordinance, the Parking Lot Ordinance, the First Major Adjustment 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.

PASSED this _____ day of _____ 2015.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this _____ day of _____, 2015, and attested to by the Village Clerk this same day.

_____
Thomas K. Cauley, Jr., Village President

ATTEST:

_____
Christine M. Bruton, Village Clerk

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

By: _____

Its: _____

Date: _____, 2015

EXHIBIT A

SITE PLAN/EXTERIOR APPEARANCE PLAN MODIFICATIONS

(ATTACHED)

VILLAGE OF HINSDALE FOUNDED IN 1873

MAJOR ADJUSTMENT TO PLANNED DEVELOPMENT
COMMUNITY DEVELOPMENT DEPARTMENT

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

Address of proposed request: 125 W. 2nd Street, Hinsdale, IL 60521

Proposed Planned Development request: Exterior Improvement following Completion of Development

Amendment to Adopting Ordinance Number: 11-603(L)

REVIEW CRITERIA:

Paragraph 11-603K2 of the Hinsdale Zoning Code regulates Major Adjustments to a Final Planned Development that are under construction and Subsection 11-603L regulates Amendments to Final Plan Developments Following Completion of Development and refers to Subsection 11-603K. Any adjustment to the Final Plan not authorized by Paragraph 11-603K1 shall be considered to be a Major Adjustment and shall be granted only upon application to, and approval by, the Board of Trustees. The Board of Trustees may, be ordinance duly adopted, grant approval for a Major Adjustment without a hearing upon finding that any changes in the Final Plans as approved will be in substantial conformity with said Final Plan. If the Board of Trustees determines that a Major Adjustment is not in substantial conformity with the Final Plan as approved, then the Board of Trustees shall refer the request to the Plan Commission for further hearing and review.

1. Explain how the proposed major adjustment will be in substantial conformity with said plan.

Proposed request includes introduction of new fence near existing walkway to direct pedestrian traffic to the public entrance at the north elevation. The plan also proposes canvas canopy elements at (2) of the building entrances; one of which will contain removable side panels to act as a wind barrier during the winter months. Both of these proposed elements are offered to serve the public and are designed to remain harmonious with the essential character of the existing building, site, and surrounding residential properties.

VILLAGE OF HINSDALE

COMMUNITY DEVELOPMENT DEPARTMENT
19 East Chicago Avenue
Hinsdale, Illinois 60521-3489
630.789.7030

Application for Certificate of Zoning Compliance

You must complete all portions of this application. If you think certain information is not applicable, then write "N/A." If you need additional space, then attach separate sheets to this form.

Applicant's name: Kolbrook Design, Inc. (Attn. Steven Kolber)

Owner's name (if different): Christina Steil

Property address: 125 W. 2nd Street

Property legal description: [attach to this form]

Present zoning classification: O-1, Specialty Office District

Square footage of property: 8,730 sq ft.

Lot area per dwelling: 8,730 sq ft.

Lot dimensions: 100' x 87'

Current use of property: Speciality Office

Proposed use:
- ☐ Single-family detached dwelling
- ☑ Other: Specialty Office (Medical)

Approval sought:
- ☐ Building Permit
- ☐ Special Use Permit
- ☑ Site Plan
- ☐ Design Review
- ☐ Variation
- ☐ Planned Development
- ☑ Exterior Appearance
- ☑ Other: Major Adjustment to Planned Development

Brief description of request and proposal:

Approval of site plan and appearance of new exterior improvements (fence/gate and canvas canopies)

Plans & Specifications: [submit with this form]

	Provided:	**Required by Code:**
Yards:		
front:	19'-8 1/2"	35'-0"
interior side(s)	12'-4 / ____	10'-0 / ____

All dimensions listed below relate to existing conditions and are not effected by the proposed exterior improvements.

kolbrook design

November 09, 2015

Steil Office: 125 W. 2nd Street
Supplemental Information: Plan Commission - Standards for Approval

Exterior Appearance Criteria

1. Open Spaces: The quality of the open space between buildings and in setback spaces between streets and facades.
    a. The overhead canopies located at the building entries are intended solely to provide protective cover to those entering and existing the building and do not interrupt the amount of open space between the subject building and the neighboring properties. It is proposed that the canopy at the north entry be equipped with removable side panels to serve as a wind barrier and provide additional protection during extreme weather months.

2. Materials: The quality of materials and their relationship to those in existing adjacent structures.
    a. The canopies (collectively referring to both the overhead canopy and side panels that occur at the north elevation) are intended to be fabricated of a black canvas. The dark color has been selected to serve in compliment to the building itself, while also maintaining a classic and traditional appearance harmonious with surrounding architectural styles.

       The gate/fence at the front of the property (east walkway) will meanwhile be constructed of a white painted wood to match the nearby viewing deck.

3. General Design: The quality of the design in general and its relationship to the overall character of the neighborhood.
    a. The style of the canopies and gate/fence is intended to emit a traditional craftsman appearance similar to adjacent properties and work in congruence with the residential feel of the neighborhood.

4. General Site Development: The quality of the site development in terms of landscaping, recreation, pedestrian access, auto access, parking, servicing of the property, and impact on vehicular traffic patterns, and conditions on-site and in the vicinity of the site, and the retention of trees or shrubs to the maximum extent possible.
    a. The site is being altered to include a fence/gate to help direct public users to the appropriate entry at the north elevation and away from the employee's east entrance. The presence of the fence/gate assembly will be neutralized by including some landscaping (boxwoods similar to those near the adjacent viewing deck).

828 Davis Street
Suite 300
Evanston, IL 60201

www.kolbrook.com

	Provided:	Required by Code:
corner side	46'-5 1/4"	35'-0"
rear	21'-10"	25'-0"
Setbacks (businesses and offices):		
front:		
interior side(s)	/	/
corner side		
rear		
others:		
Ogden Ave. Center:		
York Rd. Center:		
Forest Preserve:		
Building heights:		
principal building(s):	28'-4"	30'-0"
accessory building(s):		
Maximum Elevations:		
principal building(s):	2.5 stories	2.5 stories
accessory building(s):		
Dwelling unit size(s):		
Total building coverage:	18%	35%
Total lot coverage:	74.6%	80%
Floor area ratio:	39.5%	40%
Accessory building(s):		

Spacing between buildings: [depict on attached plans]

principal building(s):			
accessory building(s):			

Number of off-street parking spaces required: 0
Number of loading spaces required: N/A

Statement of applicant:

I swear/affirm that the information provided in this form is true and complete. I understand that any omission of applicable or relevant information from this form could be a basis for denial or revocation of the Certificate of Zoning Compliance.

By: _____
Applicant's signature

STEVEN KOLBER
Applicant's printed name

Dated: NOVEMBER 9TH, 2015.

11. Relationship of material and texture: The relationship of the materials and texture of the façade shall be visually compatible with the predominant materials to be used in the buildings and structures to which it is visually related.
    a. The materials that are being used for both the canopies and fence/gate will maintain an aesthetic and texture complimentary to the existing building.

12. Roof Shapes: The roof of a building shall be visually compatible with the buildings to which it is visually related.
    a. Not applicable. The scope of this request includes canvas canopies at the east and north entries as well as a fence/gate at the front-of-property's east walkway.

13. Walls of Continuity: Building facades and appurtenances such as walls, fences, and landscape masses shall, when it is a characteristic of the area, form cohesive walls of enclosure along the street to ensure visual compatibility with the buildings, public ways, and places to which such elements are visually related.
    a. There is an existing fence that forms a continuous separation along the east property line. The proposed decorative garden fence is solely intended to direct pedestrian traffic to the appropriate public entrance on the north side of the building.

14. Scale of Building: The size and mass of buildings and structures in relation to open spaces, windows, door openings, porches, and balconies shall be visually compatible with the buildings, public ways, and places to which they are visually related
    a. The size canopies, canopy enclosure, and fences are all being held to be minimal standards so as to not detract from the main building's presence.

15. Directional Expression of the Front Elevation: The buildings shall be visually compatible with the buildings, public ways, and places to which it is visually related in its directional character, whether this is vertical character, horizontal character, or non-directional character.
    a. By definition, the "craftsman" style relates to buildings that are typically short in stature. The additional of the canopies (at less than half of the building's overall height) as well as the short fence/gate helps to accentuate the building's shorter natures.

5. Height: The height of the buildings and structures shall be visually compatible with adjacent buildings.
    a. The height of the canopies will stand at +/- 9'-0", which at the north entry, tucks right up under the existing building overhang. The front yard fence/gate meanwhile will be 42"tall with the associated posts and finial caps topping out at 54"; all below the village maximum of 8'-0" for non-residential properties in the O-1 district.

6. Proportion of Front Façade: The relationship of the width to the height of the front elevation shall be visually compatible with buildings, public ways, and places to which the building is visually related.
    a. Not applicable. The scope of this request includes canvas canopies at the east and north entries as well as a fence/gate at the front-of-property's east walkway.

7. Proportion of Openings: The relationship of the width to the height of windows shall be visually compatible with buildings, public ways, and places to which the building is visually related.
    a. Not applicable. The scope of this request includes canvas canopies at the east and north entries as well as a fence/gate at the front-of-property's east walkway.

8. Rhythm of Solids to Voids in Front Facades: The relationship of solids to voids in the front façade of a building shall be visually compatible with buildings, public ways, and places to which it is visually related.
    a. Not applicable. The scope of this request includes canvas canopies at the east and north entries as well as a fence/gate at the front-of-property's east walkway.

9. Rhythm of Spacing and Buildings on Streets: The relationship of a building or structure to the open space between it and adjoining buildings or structures shall be visually compatible with the buildings, public ways, and places to which it is visually related.
    a. The distance between the building and its neighbor to the north will be affected only by the canopy's removable side panels. The panels will be 3'-10" long but rest under the 1'-0" building overhang, resulting in only a 2'-10" projection from the current face of the existing building.

10. Rhythm of Entrance Porch and Other Projections: The relationship of entrances and other projections to sidewalks shall be visually compatible with the buildings, public ways, and places to which it is visually related.
    a. No additional projections to public sidewalks or entrances to the site are being proposed. The fence/gate that is being proposed to direct pedestrian traffic to the public entry at the north elevation will be located at a pre-existing walkway.

16. Special Consideration for Existing Buildings: For existing buildings, the Plan Commission and Board of Trustees shall consider the availability of materials, technology, and craftsmanship to duplicate existing styles, patterns, textures, and overall detailing.
    a. Attention has been paid to the existing building's style and detailing. Every effort will be made to support the preservation of these traditional craftsman styles.

Exterior Appearance Criteria

1. The site plan fails to adequately meet specified standards required by the Zoning Code with respect to the proposed use or development, including special use standards where applicable.
    a. The proposed improvements will not deter from the building permitted use as a specialty office (medical) in the O-1 district.

2. The proposed site plan interferes with easement and rights of way.
    a. All easements and/or rights-of-way will be preserved as they exist on the site prior to implementation of these improvements.

3. The proposed site plan unreasonably destroys, damages, detrimentally modifies, or interferes with the enjoyment of significant natural, topographical, or physical features of the site.
    a. Inclusion of the gate/fence will not interfere with enjoyment of the site's features as it will only aid in providing a visual screen to the building "back door" and other utilitarian areas.

4. The proposed site plan is unreasonably injurious or detrimental to the use and enjoyment of the surrounding property.
    a. The proposed modification to the site (addition of canopies and fence/gate)...will in no way interfere with enjoyment and/or use of surrounding properties.

5. The proposed site plan creates undue traffic congestion or hazards in the public streets, or the circulation elements of the proposed site plan unreasonably creates hazards to safety on or off site, or disjointed and inefficient pedestrian or vehicular circulation paths on or off site.
    a. The proposed site improvements will have no impact whatsoever on vehicular traffic. Meanwhile, the fence/gate will only aid in creating a more efficient pedestrian traffic pattern as it will direct users to the public entry at the north elevation as opposed to the employee entrance at the east elevation.

6. The screening of the site does not provide adequate shielding from or for nearby uses.
    a. The fence/gate will provide visual obscurity from the subject property's utilitarian uses at the east walkway. There is an existing fence that already separates the subject property from a nearby parking lot to the east.

7. The proposed structures or landscaping are unreasonably lacking amenity in relation to, or are incompatible with, nearby structures and uses.
    a. Landscaping will be selected with the desire to use plants that are indigenous to the area and that visually correlate with the surrounding areas as well as the existing site.

8. In the case of site plans submitted in connection with an application for a special-use permit, the proposed site plan makes inadequate provision for the creation or preservation of open space or for its continued maintenance.
    a. Not applicable.

9. The proposed site plan creates unreasonable drainage or erosion problems or fails to fully and satisfactorily integrate the site into the overall existing and planned ordinance system serving the community.
    a. Site drainage will not be affected by the proposed improvements.

10. The proposed site plan places unwarranted or unreasonable burdens on specified utility systems serving the site or area; or fails to fully and satisfactorily integrate the site's utilities into the overall existing and planned system serving the Village.
    a. Site utilities will not be affected by the proposed improvements.

11. The proposed site plan does not provide for required public uses designated on the Official Map
    a. Not applicable.

12. The proposed site plan otherwise adversely affects the public health, safety, or general welfare.
    a. The proposed site plan improvements have no negative influence on the public's health, safety, or general welfare.

II. SITE INFORMATION

Address of subject property: 125 W. 2nd Street, Hinsdale, IL 60521

Property identification number (P.I.N. or tax number): 09-12-115-007

Brief description of proposed project:
New fence/gate at east sidewalk/way to direct users to north public entrance instead of east employee entrance
New canvas canopies over east and north entries to provide weather protection for users
North entry will additionally contain removable side panels to act as a wind barrier during the weather intensive months.

General description or characteristics of the site:
Overall design and materials used are residential in nature to harmonize with surrounding properties.

Existing zoning and land use: O-1 Office District (Specialty Office - Medical)

Surrounding zoning and existing land uses:
North: Adjacent Property (O-1 Specialty Office District); Beyond (O-2 Limited Office District)
South: R-4 Single Family Residential District
East: O-2 Limited Office District
West: IB Institutional Building District

Proposed zoning and land use: O-1 Specialty Office District (Medical Office)

Please mark the approval(s) you are seeking and attach all applicable applications and standards for each approval requested:

- ■ Site Plan Approval 11-604
- ❑ Design Review Permit 11-605E
- ■ Exterior Appearance 11-606E
- ❑ Special Use Permit 11-602E
  Special Use Requested: _____
  _____
- ❑ Map and Text Amendments 11-601E
  Amendment Requested: _____
  _____
  _____
- ■ Planned Development 11-603E
  Major Adjustment to Planned Development (11-606(L))
- ❑ Development in the B-2 Central Business District Questionnaire

VILLAGE OF HINSDALE FOUNDED IN 1873

VILLAGE OF HINSDALE
COMMUNITY DEVELOPMENT DEPARTMENT

PLAN COMMISSION APPLICATION

I. GENERAL INFORMATION

Applicant	**Owner**
Name: Kolbrook Design, Inc. (Attn Steve Kolber)	Name: Christina Steil
Address: 828 Davis St., Suite 300	Address: 949 Cleveland Road
City/Zip: Evanston, IL 60201	City/Zip: Hinsdale, IL 60521
Phone/Fax: (847) 492-1992 /	Phone/Fax: (630) 640-0867 /
E-Mail: skolber@kolbrook.com	E-Mail: cmgsteil@sbcglobal.net

Others, if any, involved in the project (i.e. Architect, Attorney, Engineer)

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

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

1) _____

2) _____

3) _____

TABLE OF COMPLIANCE

Address of subject property: 125 W. 2nd Street

The following table is based on the O-1 Zoning District.

	Minimum Code Requirements	Proposed/Existing Development
Minimum Lot Area (s.f.)	8,500 sq ft.	8,730 sq ft.
Minimum Lot Depth	125 ft.	100.39 ft.
Minimum Lot Width	60 ft.	87.27 ft.
Building Height	30 ft.	28'-4"
Number of Stories	2.5	2.5
Front Yard Setback	35 ft.	19'-8 1/2"
Corner Side Yard Setback	35 ft.	46'-5 1/4"
Interior Side Yard Setback	10 ft.	12'-4 3/4"
Rear Yard Setback	25 ft.	21'-10"
Maximum Floor Area Ratio (F.A.R.)*	.40	.395 (3,445sq ft.)
Maximum Total Building Coverage*	35%	18% (1,573sq ft.)
Maximum Total Lot Coverage*	80%	.583 (5,098 sq ft.)
Parking Requirements	0 stalls	5 stalls
Parking front yard setback	35 ft.	54'-0"
Parking corner side yard setback	35 ft.	5'-0"
Parking interior side yard setback	10 ft	n/a
Parking rear yard setback	25 ft.	3'-6"
Loading Requirements		
Accessory Structure Information		

* Must provide actual square footage number and percentage.

Where any lack of compliance is shown, state the reason and explain the Village's authority, if any, to approve the application despite such lack of compliance: All non-complying conditions were previously approved by the Plan Commission. There are no changes to the above numbers as a result of this new proposal for exterior improvements (canopies at entries and fence/gate at east sidewalk).

CERTIFICATION

The Applicant certifies and acknowledges and agrees that:

A. The statements contained in this application are true and correct to the best of the Applicant's knowledge and belief. The owner of the subject property, if different from the applicant, states that he or she consents to the filing of this application and that all information contained in this application is true and correct to the best of his or her knowledge.

B. The applicant understands that an incomplete or nonconforming application will not be considered. In addition, the applicant understands that the Village may require additional information prior to the consideration of this application which may include, but is not limited to, the following items:

1. Minimum yard and setback dimensions and, where relevant, relation of yard and setback dimensions to the height, width, and depth of any structure.

2. A vehicular and pedestrian circulation plan showing the location, dimensions, gradient, and number of all vehicular and pedestrian circulation elements including rights-of-way and streets; driveway entrances, curbs, and curb cuts; parking spaces, loading spaces, and circulation aisles; sidewalks, walkways, and pathways; and total lot coverage of all circulation elements divided as between vehicular and pedestrian ways.

3. All existing and proposed surface and subsurface drainage and retention and detention facilities and all existing and proposed water, sewer, gas, electric, telephone, and cable communications lines and easements and all other utility facilities.

4. Location, size, and arrangement of all outdoor signs and lighting.

5. Location and height of fences or screen plantings and the type or kink of building materials or plantings used for fencing or screening.

6. A detailed landscaping plan, showing location, size, and species of all trees, shrubs, and other plant material.

7. A traffic study if required by the Village Manager or the Board or Commission hearing the application.

C. The Applicants shall make the property that is the subject of this application available for inspection by the Village at reasonable times;

D. If any information provided in this application changes or becomes incomplete or inapplicable for any reason following submission of this application, the Applicants shall submit a supplemental application or other acceptable written statement containing the new or corrected information as soon as practicable but not less than ten days following the change, and that failure to do so shall be grounds for denial of the application; and

E. The Applicant understands that he/she is responsible for all application fees and any other fees, which the Village assesses under the provisions of Subsection 11-301D of the Village of Hinsdale Zoning Code as amended April 25, 1989.

F. THE OWNER OF THE SUBJECT PROPERTY AND, IF DIFFERENT, THE APPLICANT ARE JOINTLY AND SEVERALLY LIABLE FOR THE PAYMENT OF THE APPLICABLE APPLICATION FEE. BY SIGNING THE APPLICATION, THE OWNER HAS AGREED TO PAY SAID FEE, AND TO CONSENT TO THE FILING AND FORECLOSURE OF A LIEN AGAINST SUBJECT PROPERTY FOR THE FEE PLUS COSTS OF COLLECTION, IF THE ACCOUNT IS NOT SETTLED WITHIN THIRTY (30) DAYS AFTER THE MAILING OF A DEMAND FOR PAYMENT.

On the 9TH, day of NOVEMBER, 2015, I/We have read the above certification, understand it, and agree to abide by its conditions.

Signature of applicant or authorized agent

Signature of applicant or authorized agent

STEVEN KOLBER
Name of applicant or authorized agent

Name of applicant or authorized agent

SUBSCRIBED AND SWORN to before me this 9 day of November, 2015.

Margaret A. Kolber
Notary Public

MARGARET A KOLBER
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
October 23, 2018

TRUSTEE'S DEED

Reserved for Recorder's Office

FRED BUCHOLZ
DUPAGE COUNTY RECORDER
APR.29,2013 RHSP 11:41 AM
DEED 09-12-115-007
002 PAGES R2013-061756

This indenture made this 16th day of April, 2013, between **CHICAGO TITLE LAND TRUST COMPANY**, a corporation of Illinois, as Successor Trustee to NORTH STAR TRUST COMPANY under the provisions of a deed or deeds in trust, duly recorded and delivered to said company in pursuance of a Trust Agreement dated the 12th day of October, 1988 and known as Trust Number 2052 party of the first part, and

125 W SECOND STREET, LLC
party of the second part

whose address is:
8649 Heather Drive
Burr Ridge, Illinois 60527

WITNESSETH, That said party of the first part, in consideration of the sum of TEN and no/100 DOLLARS ($10.00) AND OTHER GOOD AND VALUABLE considerations in hand paid, does hereby **CONVEY AND QUITCLAIM** in fee simple unto said party of the second part, the following described real estate, situated in DuPage County, Illinois, to wit:

THE WEST HALF OF LOTS 7 AND 10 IN BLOCK 2 IN J.I. CASES ADDITION TO HINSDALE, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED AUGUST 13, 1872, AS DOCUMENT NO. 15440, IN DUPAGE COUNTY, ILLINOIS.

Property Address: 125 West Second Street, Hinsdale, Illinois 60521

Permanent Tax Number: 09-12-115-007-0000

together with the tenements and appurtenances thereunto belonging.

TO HAVE AND TO HOLD the same unto said party of the second part, and to the proper use, benefit and behoof forever of said party of the second part.

This deed is executed pursuant to and in the exercise of the power and authority granted to and vested in said trustee by the terms of said deed or deeds in trust delivered to said trustee in pursuance of the trust agreement above mentioned. This deed is made subject to the lien of every trust deed or mortgage (if any there be) of record in said county given to secure the payment of money, and remaining unreleased at the date of the delivery hereof.

CHARGE C.T.I.C. DUPAGE

C.T.I./W
ST5139765-
20132057 laeg
KB

STATE OF ILLINOIS
STATE & COUNTY TAX
APR.26.13
DUPAGE COUNTY
0000007143

REAL ESTATE TRANSFER TAX
00675.00
FP326686

IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its Assistant Vice President, the day and year first above written.

CHICAGO TITLE LAND TRUST COMPANY CORPORATE SEAL CHICAGO, ILLINOIS

CHICAGO TITLE LAND TRUST COMPANY,
as Trustee as Aforesaid

By: _____
Lidia Marinca – Trust Officer / Asst. V.P.

State of Illinois
County of Cook **SS.**

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that the above named Assistant Vice President of **CHICAGO TITLE LAND TRUST COMPANY**, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Assistant Vice President appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of the Company; and the said Assistant Vice President then and there caused the corporate seal of said Company to be affixed to said instrument as his/her own free and voluntary act and as the free and voluntary act of the Company.

Given under my hand and Notarial Seal this 16th day of April, 2013

"OFFICIAL SEAL"
GLENN J. RICHTER
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 04/30/2014

_____
NOTARY PUBLIC

This instrument was prepared by:
CHICAGO TITLE LAND TRUST COMPANY
10 S. LaSalle Street, Suite 2750
Chicago, Illinois 60603

AFTER RECORDING, PLEASE MAIL TO:

Robert A. Mckenzie
Arnstein + Lehr LLP
120 S. Riverside Plaza, #1200
Chicago, IL 60090

SEND TAX BILLS TO:

125 W Second Street LLC
c/o Christina Steil, Manager
949 Cleveland Road
Hinsdale, IL 60521

kolbrook design

November 2, 2015

Steil Office: 125 W. 2nd Street
Supplemental Information: Property Legal Description

Legal Description:
The west 1/2 of Lots 7 and 10, in Block 2 in J.L. Case's addition to Hinsdale, being a subdivision in the northwest 1/4 of Section 12, Township 38 North, Range 11, east of the third principal meridian, according to the plat thereof recorded August 13, 1872 as document 15440, in Du Page County, Illinois

828 Davis Street
Suite 300
Evanston, IL 60201

www.kolbrook.com

November 2, 2015

RE: Letter of Authorization
Proposed Exterior Improvements
125 Second Street
Hinsdale, IL

To whom it may concern:

As owner of the above mentioned property, please accept this correspondence as confirmation that I hereby authorize Steven Kolber of Kolbrook Design, Inc. to act as my agent regarding upcoming Zoning Commission and Plan Commission affairs.

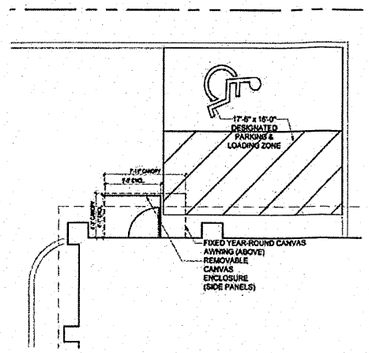
Please do not hesitate to contact me if you've any questions or comments.

Respectfully submitted,

Dr. Christina Steil
Steil Dermatology
125 S. Second Street
Hinsdale, IL 60521
630-326-4532



1 PROPOSED SOUTH ELEVATION
SCALE: 1/4" = 1'-0"



5B PROPOSED CANOPY ENCLOSURE
SCALE: 1/8" = 1'-0"

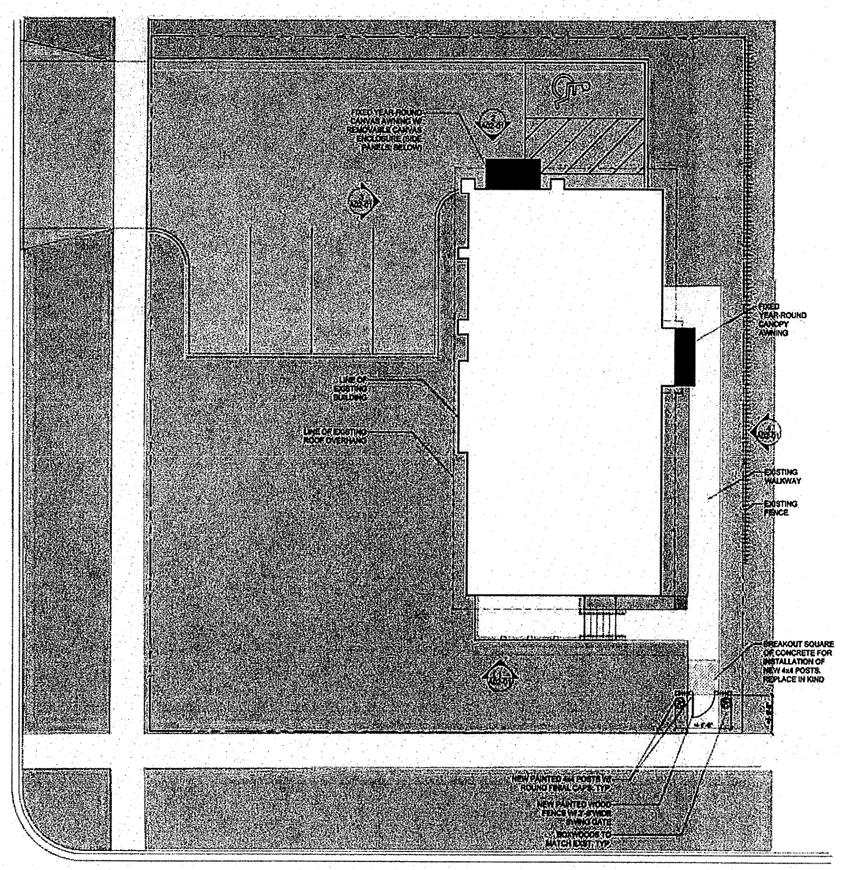


2A PROPOSED NORTH ELEVATION (WITH SIDE PANELS)
SCALE: 1/4" = 1'-0"



2B PROPOSED NORTH ELEVATION (WITHOUT SIDE PANELS)
SCALE: 1/4" = 1'-0"

GRANT STREET



2ND STREET

5A PROPOSED SITE PLAN
SCALE: 1/8" = 1'-0"



3 PROPOSED WEST ELEVATION
SCALE: 1/4" = 1'-0"



4 PROPOSED EAST ELEVATION
SCALE: 1/4" = 1'-0"

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SEAL

Architect
kolbrook design
828 DAVIS ST, SUITE 300
EVANSTON, IL 60201
OFFICE: 847.492.1992 - FAX: 312.453.0999

Civil Engineer

Structural Engineer

Landscape Architect

Interior Architect

MEP Engineer

PROJECT:
STEIL OFFICE
PROPOSED EXTERIOR IMPROVEMENTS
125 W 2ND ST.
HINSDALE, IL 60521

Developer

DRAWING ISSUE

Description	Date
APPEARANCE REVIEW	9/23/2015
FOR REVIEW	10/30/2015
PLAN COMMISSION	11/02/2015
PLAN COMMISSION	11/30/2015

Drawing Title
PROPOSED EXTERIOR ELEVATIONS AND SITE PLAN

Drawing No.
A02-01

Kolbrook Job No. 1402.002 | Consult. Job No. -



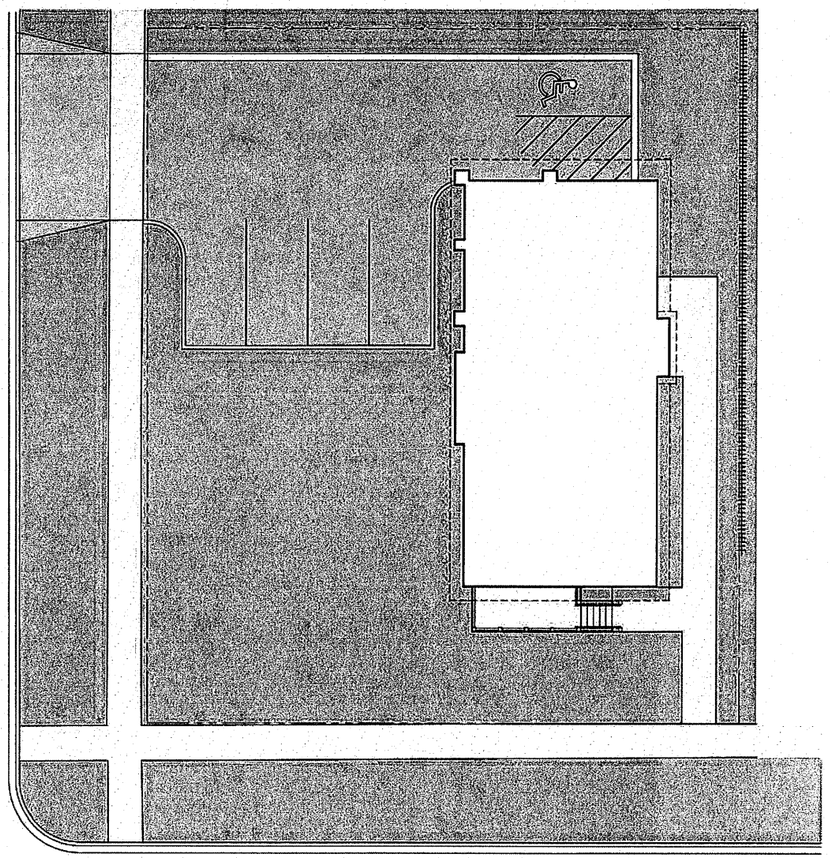
1 EXISTING SOUTH ELEVATION
SCALE: 1/4" = 1'-0"



2 EXISTING NORTH ELEVATION
SCALE: 1/4" = 1'-0"



3 EXISTING WEST ELEVATION
SCALE: 1/4" = 1'-0"



5 EXISTING SITE PLAN
SCALE: 1/8" = 1'-0"



4 EXISTING EAST ELEVATION
SCALE: 1/4" = 1'-0"

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SEAL

Architect
kolbrook design
828 DAVIS ST. SUITE 300
EVANSTON, IL 60201
OFFICE: 847.492.1992 - FAX: 312.453.0699

Civil Engineer

Structural Engineer

Landscape Architect

Interior Architect

MEP Engineer

PROJECT:
STEIL OFFICE
PROPOSED EXTERIOR IMPROVEMENTS
125 W 2ND ST.
HINSDALE, IL 60521

Developer

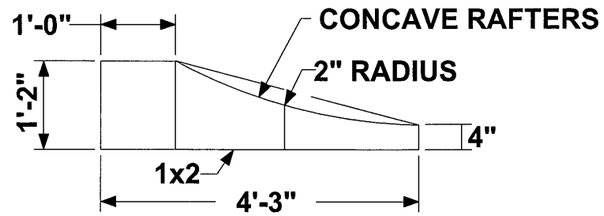
DRAWING ISSUE

Description	Date
APPEARANCE REVIEW	9/23/2015
FOR REVIEW	10/30/2015
PLAN COMMISSION	11/02/2015
PLAN COMMISSION	11/30/2015

Drawing Title
EXISTING
EXTERIOR ELEVATIONS
AND SITE PLAN

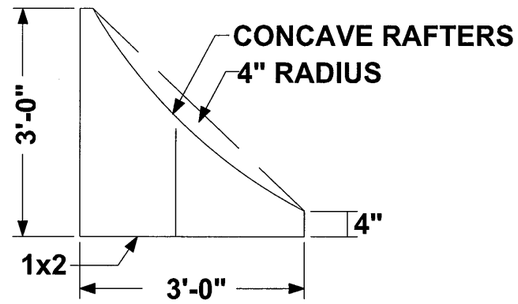
Drawing No.
A02-00

Kolbrook Job No. 1402.002 | Owner's Job No. -



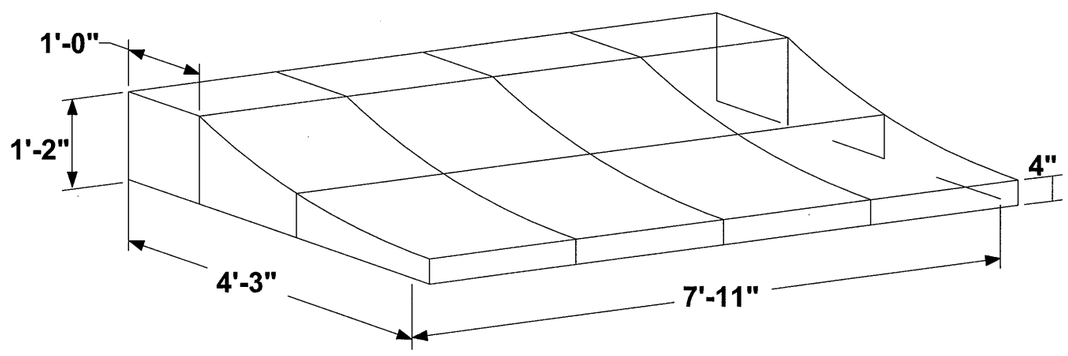
1 NORTH CANOPY - SIDE VIEW

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



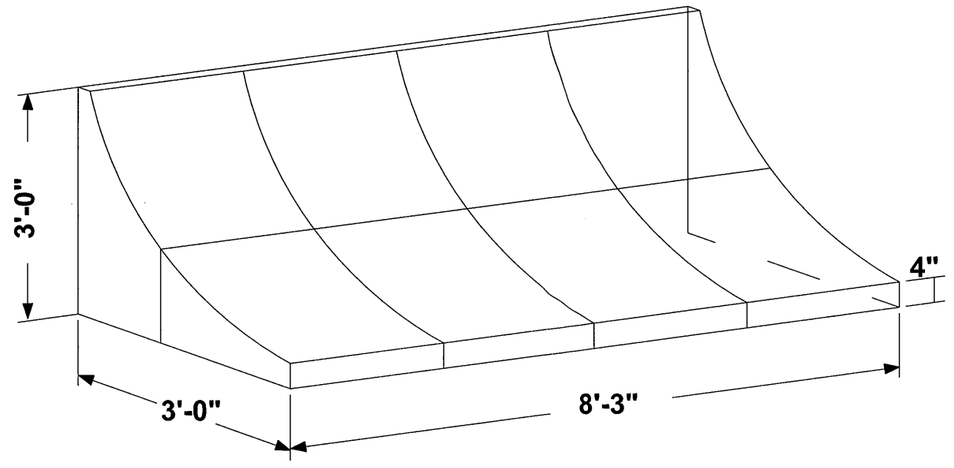
2 EAST CANOPY - SIDE VIEW

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



3 NORTH CANOPY - ISO VIEW

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



2 EAST CANOPY - ISO VIEW

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

ARCHITECT:
kolbrook design
828 DAVIS STREET
SUITE 300
EVANSTON, IL 60201
Ph 847.492.1992

Copyright © 2015 Kolbrook Design, Inc.

PROJECT:
STEIL OFFICE
125 W 2ND ST.
HINSDALE, IL 60521

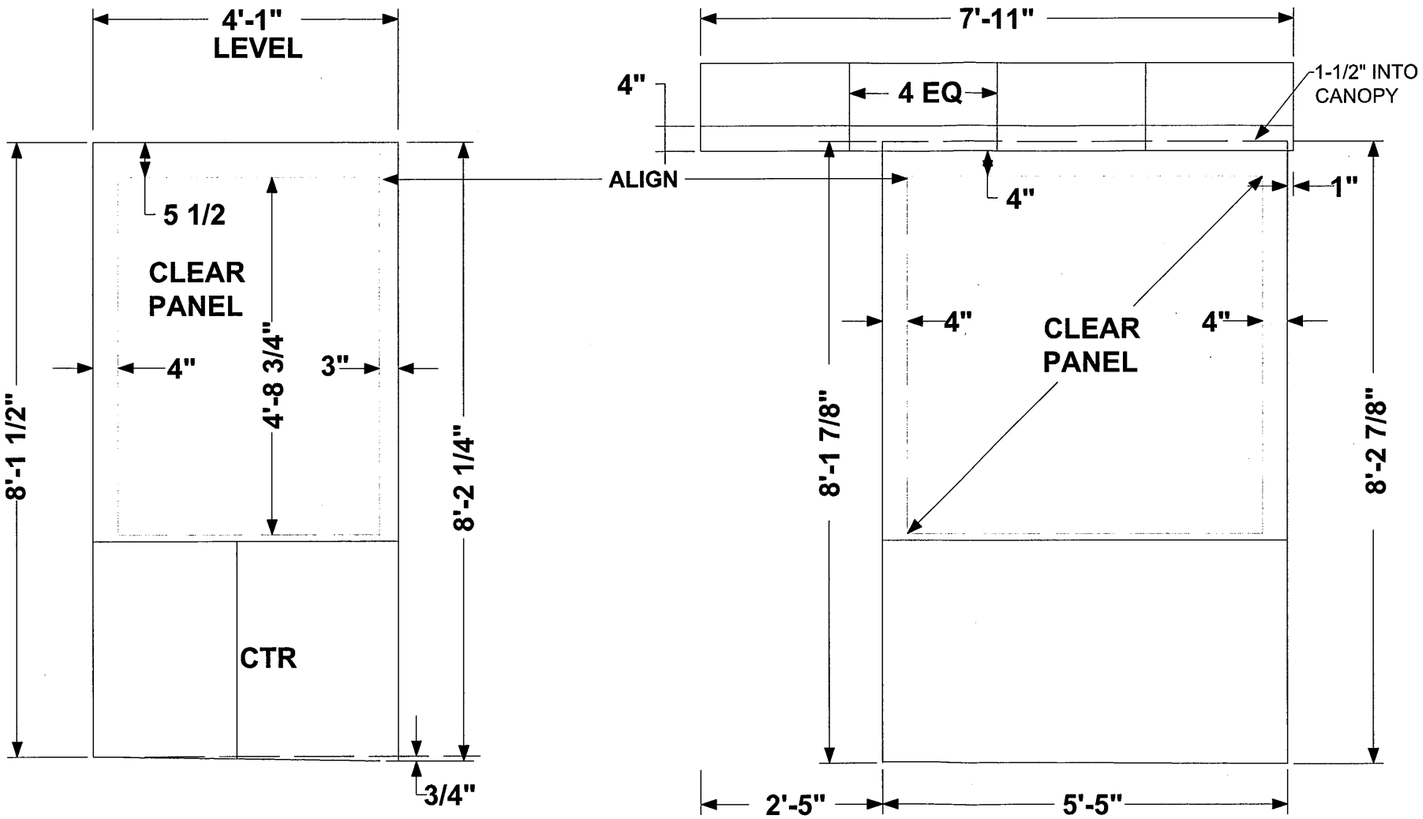
Job No.
1402.002
Issue Date
11/30/2015
Project Area

NORTH CANOPY - LEFT WALL

NORTH CANOPY - FRONT WALLS

NORTH CANOPY - RIGHT WALL

DOES NOT EXIST



1 NORTH CANOPY - ENCLOSURE PANEL ELEVATIONS W/ CLEAR VISION PANEL

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

ARCHITECT:

kolbrook design

828 DAVIS STREET
SUITE 300
EVANSTON, IL 60201
Ph 847.492.1992

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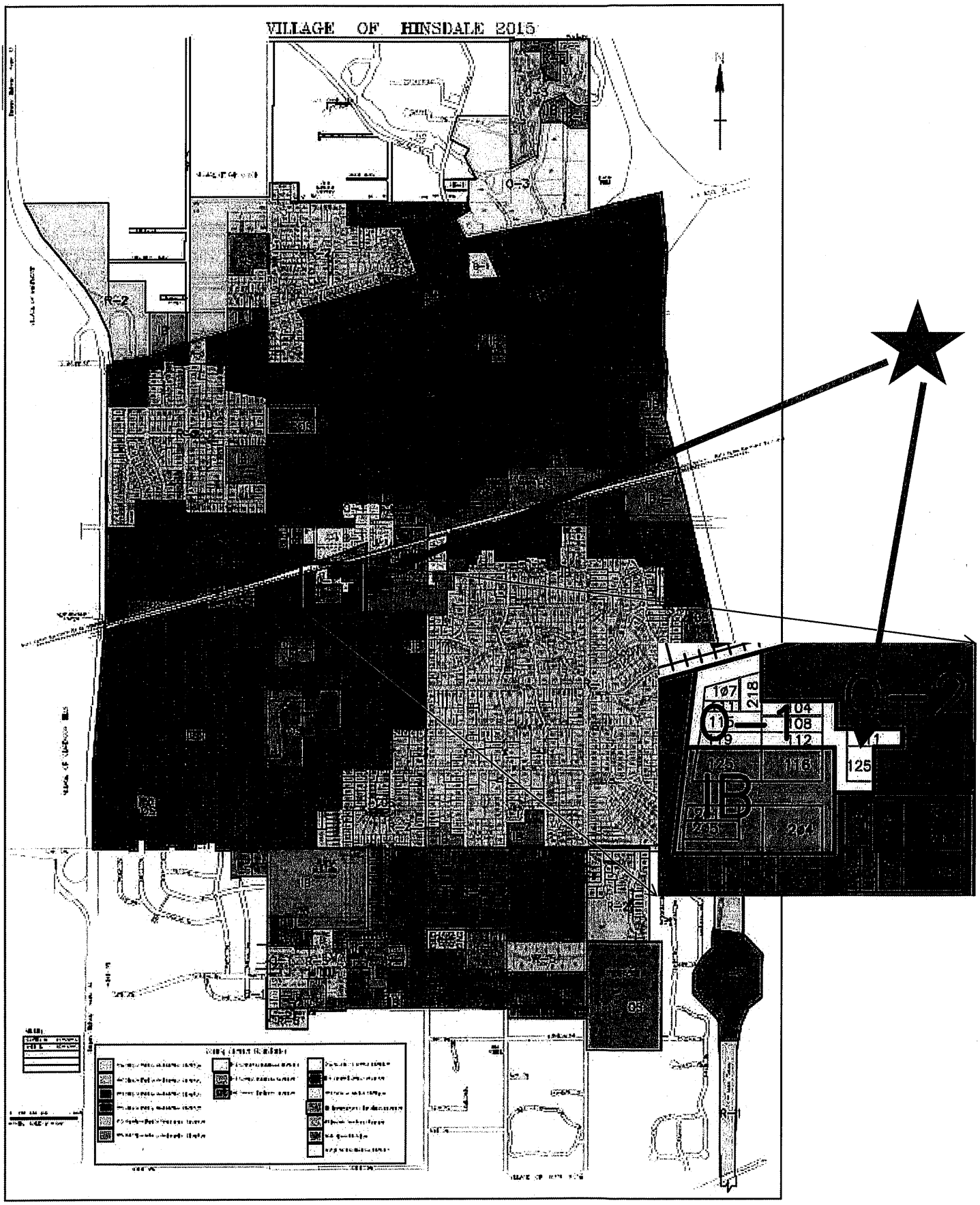
PROJECT:

STEIL OFFICE

125 W 2ND ST.
HINSDALE, IL 60521

Job No.	1402.002
Issue Date	11/30/2015
Project Area	

Attachment 2: Village of Hinsdale Zoning Map and Project Location



DATE: November 19, 2013

REQUEST FOR BOARD ACTION

AGENDA SECTION NUMBER	ORIGINATING DEPARTMENT Community Development
ITEM 125 W. Second Street – Site Plan and Exterior Appearance Review for Façade Modifications	APPROVAL

REQUEST

The applicant is requesting approval of exterior appearance and site plans to allow for exterior modifications and facade improvements to the existing building at 125 W. Second Street. The site is improved with a two and a half-story structure being used as offices, in the O-1 Specialty Office District.

ZONING HISTORY/CHARACTER OF AREA

The site is located in the O-1 Specialty Office District. The properties to the east and north are zoned O-2 Limited Office District, the property to the west is zoned IB, Institutional Buildings and the property to the south are zoned R-4, Single-Family Residential.

The applicant was proposing to construct a new surface parking lot for 5 vehicles and a small addition on the north side of the existing structure, at the northeast corner of Second and Grant Streets. In addition to these improvements, the applicant was also proposing to install extensive landscaping and make several exterior improvements to the existing building and site. While several minor cosmetic improvements are proposed, some of the more substantial improvements included:

- Construction of a small surface parking lot for 5 vehicles (includes 1 handicap space), which also includes removal/replacement of certain sections of pavement and installation of row hedges to visually screen the area.
- Construction of a small addition, including a cantilevered portion, off of the north side of the existing structure.
- Conversion of two existing hip roofs to gable roofs.
- Necessary repair and replacement of existing stucco.

Section 9-104D(1) of the Zoning Code provides exceptions for minor additions and establishes that an applicant can increase square footage of a building by up to 10% before additional parking is required. Based on the numbers provided by the applicant's architect, the aggregate increase of the addition is just under the 10% permitted and as such does not require any additional onsite parking. It should be noted that the applicant originally proposed to provide a surface parking lot containing 5 additional off-street parking spots, which included one handicap space. After discussing, the Commission agreed that while they were very supportive of the improvements and changes to the home, they could not support the parking lot as proposed due to the visual and stormwater impacts on the neighborhood. As such, the applicant agreed to remove the request for the surface parking lot from the application at this time and indicated that if and when a decision was made to expand the existing parking conditions, they would be happy to come back and work with the Plan Commission to find an agreeable solution.

In addition to the site plan and exterior appearance approvals, the applicant had originally applied for several variations, of which all but one, were relative to the parking lot setbacks and buffering. With the withdrawal of the surface parking lot from the proposal, the applicant still required one additional variation for rear yard setback, which was approved on October 16th, by the Zoning Board of Appeals.

At the October 9, 2013 Plan Commission meeting the Commission reviewed the application submitted for 125 W. Second Street, and unanimously recommended approvals (6-0, 1 absent) of the requests for site plan and exterior appearance for the façade modifications, subject to the removal of the proposed surface parking lot.

Review Criteria

In review of the application submitted the Commission must review the following criteria as stated in the Zoning Code:

1. Subsection 11-604F pertaining to Standards for site plan approval; and
2. Subsection 11-606E pertaining to Standards for building permits (exterior appearance review), which refers to Subsection 11-605E Standards and considerations for design review permit.

Attached are the approved findings and recommendations from the Plan Commission and the ordinance.

Should the Board find the requested changes to be appropriate, the following motion is suggested:

MOTION: Move that the Board of Trustees approve an "Ordinance Approving Site Plans and Exterior Appearance Plans for Modifications to a Commercial Building at 125 West Second Street", subject to the removal of the proposed surface parking lot.

APPROVAL	**APPROVAL**	**APPROVAL**	**APPROVAL**	**MANAGER'S APPROVAL**

COMMITTEE ACTION: On October 28, 2013, the Zoning and Public Safety Committee unanimously moved to recommend approval of the above motion.

BOARD ACTION:

VILLAGE OF HINSDALE

ORDINANCE NO. O2013-34

AN ORDINANCE APPROVING SITE PLANS AND EXTERIOR APPEARANCE PLANS FOR EXTERIOR MODIFICATIONS AND FAÇADE IMPROVEMENTS TO AN EXISTING COMMERCIAL BUILDING AT 125 W. SECOND STREET

WHEREAS, the Village of Hinsdale has received an application (the "Application") for site plan approval and exterior appearance review for exterior modifications and façade improvements to an existing commercial building located at 125 W. Second Street, Hinsdale, Illinois (the "Subject Property"), from Kolbrook Design, Inc., on behalf of property owner Christina Steil (the "Applicant"); and

WHEREAS, the Subject Property is located in the Village's O-1 Specialty Office Zoning District and is currently improved with a two and a half-story structure previously used for office space. The Applicant proposes to improve the existing commercial building with a small addition on the north side, roof modifications, repair and replacement of existing stucco, and other exterior improvements. The Application also included a proposed new surface parking lot for five (5) vehicles and related landscaping; and

WHEREAS, the Application was considered by the Village of Hinsdale Plan Commission at a public meeting held on October 9, 2013. The Plan Commission favored the improvements to the existing commercial building itself, but expressed concern about the addition of new surface parking. The Applicant withdrew the request for the parking, after which the Plan Commission recommended approval of the Application by the Board of Trustees on a vote of six (6) in favor, zero (0) against, and one (1) absent, subject to revisions to the plans to remove the surface parking lot. The recommendation for approval and a summary of the related proceedings are set forth in the Plan Commission's Findings and Recommendation in this matter ("Findings and Recommendation"), a copy of which is attached hereto as **Exhibit A** and made a part hereof; and

WHEREAS, the President and Board of Trustees find that the Application satisfies the standards established in Sections 11-604 and 11-606 of the Hinsdale Zoning Code governing site plans and exterior appearance plans, subject to the conditions stated in this Ordinance.

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

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

SECTION 2: Approval of Site Plan and Exterior Appearance Plan. Collectively, the various improvements proposed, minus the original request for a new surface parking lot, are depicted in the revised site plan and exterior appearance plans attached hereto as **Exhibit B** and made a part hereof. The Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and Sections 11-604 and 11-606 of the Hinsdale Zoning Code, approves the revised site plan and exterior appearance plan attached as **Exhibit B**, subject to the conditions set forth in Section 3 of this Ordinance.

SECTION 3: Conditions on Approvals. The approvals granted in Section 2 of this Ordinance are expressly subject to all of the following conditions:

A. No Surface Parking Expansion Approval. The approvals granted hereunder do not include approval of a surface parking lot addition. That part of the original Application has been withdrawn.

B. Compliance with Plans. All work on the Subject Property shall be undertaken only in strict compliance with the approved plans attached as **Exhibit B**.

C. Compliance with Codes, Ordinances, and Regulations. Except as specifically set forth in this Ordinance or as otherwise specifically authorized by the Village, the provisions of the Hinsdale Municipal Code and the Hinsdale Zoning Code shall apply and govern all development on, and improvement of, the Subject Property. All such development and improvement shall comply with all Village codes, ordinances, and regulations at all times.

D. Building Permits. The Applicant shall submit all required building permit applications and other materials in a timely manner to the appropriate parties, which materials shall be prepared in compliance with all applicable Village codes and ordinances.

SECTION 4: Violation of Condition or Code. Any violation of any term or condition stated in this Ordinance, or of any applicable code, ordinance, or regulation of the Village, shall be grounds for rescission by the Board of Trustees of the approvals set forth in this Ordinance.

SECTION 5: Severability and Repeal of Inconsistent Ordinances. Each section, paragraph, clause and provision of this Ordinance is separable, and if any section, paragraph, clause or provision of this Ordinance shall be held unconstitutional or invalid for any reason, the unconstitutionality or invalidity of such section, paragraph, clause or provision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict 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 19th day of November, 2013, pursuant to a roll call vote as follows:

AYES: Trustees Elder, LaPlaca, Saigh and President Cauley

NAYS: None

ABSENT: Trustees Angelo, Haarlow, Hughes

APPROVED by me this 19th day of November, 2013, and attested to by the Village Clerk this same day.

Thomas K. Cauley, Jr., Village President

VILLAGE OF HINSDALE ORGANIZED SEAL

ATTEST:

Christine M. Bruton, Village Clerk

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

By: _____

Its: KOLBROOK DESIGN, INC

Date: 11/19, 2013

6.b.

DATE: March 4, 2014

REQUEST FOR BOARD ACTION

AGENDA SECTION NUMBER	ORIGINATING DEPARTMENT Community Development
ITEM 125 W. Second Street – Site Plan and Exterior Appearance Review for Expansion of an Existing Surface Parking Lot	**APPROVAL**

REQUEST

The applicant is requesting approval of exterior appearance and site plans to allow for exterior modifications to expand the existing parking lot at 125 W. Second Street. The site is improved with a two and a half-story structure being used as offices, in the O-1 Specialty Office District.

ZONING HISTORY/CHARACTER OF AREA

The site is located in the O-1 Specialty Office District. The properties to the east and north are zoned O-2 Limited Office District, the property to the west is zoned IB, Institutional Buildings and the property to the south are zoned R-4, Single-Family Residential.

On October 9th, 2013, the Plan Commission approved façade improvements to the existing structure on the site, which included a small addition on the north elevation. While the applicant also proposed a small, 5-car off street parking lot, some of the neighbors, as well as the Plan Commission expressed concerns with this portion of the request given the potential impact to the surrounding area with respect to stormwater management and aesthetics. As such, the applicant agreed to remove the parking lot request from the application at that time to allow them to move forward with the improvements to the existing structure. At that point the applicant indicated that they would look into alternative designs and solutions that accounted for the concerns raised by the Commission and the neighbors. They would then return to the Plan Commission to work towards a parking solution that would hopefully be more acceptable to everyone. The improvements to the structure were subsequently approved, the applicant is moving forward with the exterior improvements to the structure and is now coming back in front of the Plan Commission with what they feel is an acceptable solution addressing the concerns raised at the October 9th Plan Commission meeting for modifications to the surface parking lot. The applicant has also reached out to the Police Department with regards to converting on-street parking, which was also suggested at the October 9th Plan Commission meeting. Attached you will find Chief Brad Bloom's response to the discussion he had with the applicant with regards to this subject matter.

In addition to the site plan and exterior appearance approvals, the applicant also applied for the following variations:

- Section 9-107(A)(1) to allow less than the required 10'-0" landscape buffer, along the corner side (west) and rear (north) yards of the proposed parking lot.
- Section 9-101E which refers to Section 6-111 to allow the proposed parking lot to have:
  - A rear (north) parking lot yard/setback of 3'-6", in lieu of the 25'-0" required
  - A corner side (west) parking lot yard/setback of 5'-0", in lieu of the 35'-0" required
- Section 9-104G(2)(b) to allow a parking lot in a front or corner side yard.

The public hearing for these variations was held by the Zoning Board of Appeals on January 15, 2014, and all requests were unanimously approved. The transcripts and final decision from this hearing have been included for your reference.

At the January 8, 2014 Plan Commission meeting the Commission reviewed the application submitted for 125 W. Second Street, and recommended denial of the requests for site plan and exterior appearance for the expansion and improvement of the surface parking lot, with the following vote:

Ayes: Chairman Byrnes, Commissioner McMahon

Nayes: Commissioner Stifflear, Commissioner Johnson, Commissioner Crnovich and Commissioner Cashman.

Review Criteria

In review of the application submitted the Commission must review the following criteria as stated in the Zoning Code:

1. Subsection 11-604F pertaining to Standards for site plan approval; and
2. Subsection 11-606E pertaining to Standards for building permits (exterior appearance review), which refers to Subsection 11-605E Standards and considerations for design review permit.

Attached are the approved findings and recommendation from the Plan Commission and the ordinance.

Should the Board find the requested changes to be appropriate, the following motion is suggested:

MOTION: Move that the Board of Trustees approve an "Ordinance Approving Site Plans and Exterior Appearance Plans for the Expansion of an Existing Parking Lot at 125 West Second Street"

APPROVAL	**APPROVAL**	**APPROVAL**	**APPROVAL**	**MANAGER'S APPROVAL**

COMMITTEE ACTION: On February 24, 2014, the Zoning and Public Safety Committee, on a 3-1 vote, moved to recommend approval of the above motion.

BOARD ACTION:

VILLAGE OF HINSDALE

ORDINANCE NO. O2014-08

AN ORDINANCE APPROVING A SITE PLAN AND EXTERIOR APPEARANCE PLAN FOR CONSTRUCTION OF A NEW SURFACE PARKING LOT (125 W. SECOND ST.)

WHEREAS, Steve Kolber (the "Applicant") submitted an application for site plan approval and exterior appearance review for construction of a new surface parking lot for five (5) vehicles, including one handicap spot (the "Application"), at property located at 125 West Second Street, Hinsdale, Illinois (the "Subject Property"); and

WHEREAS, the Subject Property is located in the O-1 Specialty Office Zoning District and is improved with a multiple-story office building; and

WHEREAS, the Village of Hinsdale Plan Commission at a public meeting held on October 9, 2013, reviewed the plans relative to redevelopment of the entire site, which included proposed on-site parking, as well as structural improvements. The Applicant then withdrew the original parking lot request based on zoning code requirements and concerns expressed by the Commission members and the neighbors; and

WHEREAS, the Applicant returned to the Plan Commission on January 8, 2014, at which time he presented the Commission with modified plans in the Application that proposed a five (5) space parking lot in the corner side yard towards the rear of the Subject Property; and

WHEREAS, the Board of Trustees has already approved the plans regarding the structure on the Subject Property itself; and

WHEREAS, in addition to the site plan and exterior appearance approvals, the Applicant also applied for the following variations from provisions of the Hinsdale Zoning Code, all of which were unanimously approved by the Zoning Board of Appeals on January 15, 2014:

(1) A variation from Section 9-107A(1), to allow less than the required 10'-0" landscape buffer, along the corner side (west) and rear (north) yards of the proposed parking lot.

(2) A variation from Section 9-101E, which refers to Section 6-111 to allow the proposed parking lot to have: a rear (north) parking lot yard setback of 3'-6" in lieu of the 25'-0" required, and a corner side (west) parking lot yard/setback of 5'-10", in lieu of the 35'-0" required.

(3) A variation from Section 9-104G(2)(b) to allow a parking lot in a front or corner side yard.

WHEREAS, and after considering all of the matters related to the Application, the Plan Commission recommended denial of the Exterior Appearance Plan and Site Plan

on a vote of four (4) in favor, two (2) against, and one (1) absent, all as set forth in the Plan Commission's Findings and Recommendation in this matter ("Findings and Recommendation"), a copy of which is attached hereto as **Exhibit A**; and;

WHEREAS, the President and Board of Trustees having given due consideration to the Findings and Recommendation of the Plan Commission, and evidence presented at the public meeting on the Application, find that the Application satisfies the standards established in Sections 11-604 and 11-606 of the Hinsdale Zoning Code governing site plans and exterior appearance plans, subject to the conditions stated in this Ordinance.

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

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

SECTION 2: Approval of Site Plans and Exterior Appearance Plans. The Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and Sections 11-604 and 11-606 of the Hinsdale Zoning Code, approves the site plan and exterior appearance plan attached to, and by this reference, incorporated into this Ordinance as **Exhibit B** (the "Approved Plans"), subject to the conditions set forth in Section 3 of this Ordinance.

SECTION 3: Conditions on Approvals. The approvals granted in Section 2 of this Ordinance are expressly subject to all of the following conditions:

A. No Authorization of Work. This Ordinance does not authorize the commencement of any work on the Subject Property. Except as otherwise specifically provided in writing in advance by the Village, no work of any kind shall be commenced on the Subject Property until all conditions of this Ordinance precedent to such work have been fulfilled and after all permits, approvals, and other authorizations for such work have been properly applied for, paid for, and granted in accordance with applicable law.

B. Compliance with Plans. All work on the Subject Property shall be undertaken only in strict compliance with the Approved Plans attached as **Exhibit B**.

C. Compliance with Codes, Ordinances, and Regulations. Except as specifically set forth in this Ordinance, the provisions of the Hinsdale Municipal Code and the Hinsdale Zoning Code shall apply and govern all development on, and improvement of, the Subject Property. All such development and improvement shall comply with all Village codes, ordinances, and regulations at all times.

D. Building Permits. The Applicant shall submit all required building permit applications and other materials in a timely manner to the appropriate parties, which materials shall be prepared in compliance with all applicable Village codes and ordinances.

SECTION 4: Violation of Condition or Code. Any violation of any term or condition stated in this Ordinance, or of any applicable code, ordinance, or regulation of the Village shall be grounds for rescission by the Board of Trustees of the approvals set forth in this Ordinance.

SECTION 5: Severability and Repeal of Inconsistent Ordinances. Each section, paragraph, clause and provision of this Ordinance is separable, and if any section, paragraph, clause or provision of this Ordinance shall be held unconstitutional or invalid for any reason, the unconstitutionality or invalidity of such section, paragraph, clause or provision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict 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.

PASSED this 4th day of March 2014.

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

NAYS: None

ABSENT: NOne

APPROVED this 4th day of March 2014.

Thomas K. Cauley, Jr., Village President

ATTEST:

Christine M. Bruton, Village Clerk

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

By: _____

Its: ARCHITECT

Date: 3-4, 2014

VILLAGE OF HINSDALE

ORDINANCE NO. O2015-07

AN ORDINANCE APPROVING A MAJOR ADJUSTMENT TO A SITE PLAN/ EXTERIOR APPEARANCE PLAN AT 125 W. SECOND STREET – KOLBROOK DESIGN, INC.

WHEREAS, the Village has previously, through adoption of an ordinance on November 19, 2013 (the "Original Ordinance"), approved a Site Plan/Exterior Appearance Plan for a structure located on property at 125 W. Second Street, Hinsdale, Illinois (the "Subject Property"); and

WHEREAS, Steven Kolber of Kolbrook Design, Inc. (the "Applicant"), on behalf of the legal owner of the Subject Property, has submitted an application seeking a major adjustment to the final approved Site Plan/Exterior Appearance Plan for the structure on the Subject Property; and

WHEREAS, the changes at issue concern modifications that were made following approval of the original approved Site Plan/Exterior Appearance Plan as a result of FAR restrictions on the Property identified during the plan review and permitting process. The modifications include, but are not limited to, the removal of a dormer on the west elevation, and the removal and/or replacement of windows on the north and east elevations. The specific changes are identified in more detail in the plans and letter from the Applicant dated January 26, 2015 attached hereto as **Group Exhibit A** and made a part hereof; and

WHEREAS, pursuant to Article 11, Section 11-604(I)(2) of the Village of Hinsdale Zoning Ordinance, the Board of Trustees may grant approval of a major adjustment upon finding that the changes are in substantial compliance with the approved final plan.

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 Subsection 11-604(I)(2) of the Hinsdale Zoning Code, find that the modifications are in substantial compliance with the approved final plans. The Board of Trustees hereby approves the major adjustment to the previously approved Site Plan/Exterior Appearance Plan for the structure on the Subject Property at 125 W. Second Street, including but not limited to the removal of a dormer on the west elevation, and the removal and/or replacement of windows on the north and east

elevations, as well as additional modifications as noted on the plans and in the letter from the Applicant dated January 26, 2015 and attached hereto as **Group Exhibit A** and made a part hereof.

Said major adjustment is approved subject to the conditions set forth in Section 3 of this Ordinance. The Original Ordinance is 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 of this Ordinance, or the Original Ordinance, precedent to such work have been fulfilled and after all permits, approvals, and other authorizations for such work have been properly applied for, paid for, and granted in accordance with applicable law.

B. Compliance with Plans. All development work on the Subject Property shall be undertaken only in strict compliance with the approval granted herein, and the approved plans and specifications, including the depictions of the proposed improvements attached hereto as **Group Exhibit A** and made a part hereof.

C. Compliance with Codes, Ordinances, and Regulations. Except as specifically set forth in this Ordinance and the Original Ordinance, the provisions of the Hinsdale Municipal Code and the Hinsdale Zoning Code shall apply and govern the development of the Subject Property. All such development shall comply with all Village codes, ordinances, and regulations at all times.

D. Building Permits. The Applicant shall submit all required building permit applications and other materials in a timely manner to the appropriate parties, which materials shall be prepared in compliance with all applicable Village codes and ordinances.

SECTION 4: Violation of Condition or Code. Any violation of any term or condition stated in this Ordinance, the Original 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.

PASSED this 16th day of February 2015.

AYES: Trustees Haarlow, Hughes, LaPlaca, Saigh

NAYS: None

ABSENT: Trustees Elder and Angelo

APPROVED by me this 16th day of February, 2015, and attested to by the Village Clerk this same day.

Thomas K. Cauley, Jr., Village President

VILLAGE OF ORGANIZED 1873

ATTEST:

OFFICIAL SEAL

Christine M. Bruton, Village Clerk

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

By: _____

Its: Architect

Date: 2/13, 2015

DATE: December 3, 2015 6e

REQUEST FOR BOARD ACTION

AGENDA SECTION NUMBER First Reading - ZPS	**ORIGINATING DEPARTMENT** Community Development
ITEM Issuance of a Blanket Purchase Order to TPI Building Code Consultants, Inc. in the amount of $50,000 to Provide Contract Plumbing Inspection and Code Enforcement Services.	**APPROVAL** Robert McGinnis Director of Community Development

The FY2015-16 Budget for Account #2401-7311-Inspectors includes $25,500 to provide funding for contract plumbing inspections and contract code enforcement/property maintenance inspections. This work was expected to be performed by two different vendors, both of which had done good work for the Village. Due to the retirement of our contract plumbing inspector and the unforeseen resignation of our contract code enforcement officer, we have been using TPI Building Code Consultants Inc. (TPI), our third party plan review and inspection firm, to provide a plumbing inspector and a supplemental code enforcement officer.

At the beginning of this fiscal year, a blanket purchase order was issued to TPI for $15,000 to provide supplemental plan review services that were budgeted for in Account #2401-7313-Third Party Review. Given that the additional work now being done by TPI will exceed the Village Manager's spending authority ($20,000 in the aggregate), Village Board approval of the additional services is now required.

TPI Building Code Consultants has been performing plan review and inspection services on an as-needed basis for the Village for over ten years. Their rates are competitive with the market, their plumbing inspectors are state licensed and certified, and their building inspectors are ICC certified as Master Code Professionals and/or Certified Building Officials. I have found them to be very reliable and am confident in their ability to enforce our ordinances fairly and impartially. I estimate that the amount that we will spend with TPI for plumbing inspections and contract code enforcement will total $40,000 during FY 2015-16. This amount is in addition to the blanket purchase order of $15,000 that was already issued to provide as-needed plan review services.

The Village was fortunate in previous years in that we received below market rates from both the prior plumbing inspector and contract code enforcement officer. Since this change was not known at the time the budget was prepared, the projected cost of these services with TPI ($40,000) exceeds the amount budgeted ($25,500) by $14,500. It should be noted that the cost of providing plumbing inspections is directly covered by the cost of a permit, and that this overage may be offset by incremental permit fee revenues depending on permit volumes between now and the end of FY 2015-16. Staff will actively monitor these services in order to attempt to mitigate the budget variance.

Should the Board concur with this recommendation, the following motion would be appropriate:

Motion: To Approve the Issuance of a Blanket Purchase Order to TPI Building Code Consultants, Inc. in the amount of $40,000 to Provide Contract Plumbing Inspection and Code Enforcement Services.

STAFF APPROVALS

APPROVAL	**APPROVAL**	**APPROVAL**	**APPROVAL**	**MANAGER'S APPROVAL**

COMMITTEE ACTION:

BOARD ACTION:

AGREEMENT BETWEEN THE VILLAGE OF HINSDALE AND T.P.I. Building Code Consultants, Inc. FOR PROFESSIONAL CONSULTING SERVICES

THIS AGREEMENT is made this 26 day of August, 2015, between the Village of Hinsdale, a Non Home Rule Illinois municipal corporation with offices at 19 E. Chicago Avenue, Hinsdale, Illinois and T.P.I. Building Code Consultants, Inc.., a full service code consultant corporation, licensed to do business in the State of Illinois, with offices at 7N262 W. Whispering Trail, St. Charles, Illinois (the "Consultant").

WITNESSETH:

Whereas, the Village requires professional consulting services for plan review and inspection services; and

WHEREAS, the Village has selected the Consultant to perform the required services in accordance with all legal requirements for procurement of professional services,

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein set forth, all other good and valuable consideration, the parties hereby agree as follows:

Section 1: Scope of Services. The Consultant shall provide the services specified in Exhibit "A", which is attached to this Agreement and made a part hereof.

Section 2: Notice to Proceed. Authorization to proceed with services described in Exhibit "A" shall be given on behalf of the Village by the Village Administrator (the "Administrator") in the form of a written Notice to Proceed, following the execution of this Agreement.

Section 3: Compensation.

A. The Village shall pay the Consultant for services rendered only in accordance with the provisions of this Agreement.

B. For work performed, the Village shall pay for the scope of services set forth in Exhibit "A" attached hereto.

C. If the Village requires services which are beyond the scope of services as set forth in Exhibit "A" attached hereto, the Consultant shall make such changes as additional services. The Village shall negotiate with Consultant to determine a value for such additional services based on the hourly rates for Consultant's staff as set forth in Exhibit "A", which is attached to this Agreement and made a part hereof.

D. The Village shall pay the Consultant in accordance with the fee schedules in Exhibit "A", which is attached to this Agreement and made a part hereof.

Invoices for reimbursable expenses shall be submitted no later than sixty (60) days after they are incurred, and the Village shall have no obligation or liability to pay for any reimbursable expenses incurred more than (60) days prior to any invoice.

E. The Consultant shall submit to the Village, on a monthly basis, its invoices for services rendered. Each such invoice shall summarize the tasks performed, and fees charged for inspections and plan reviews performed, with copies of inspection and plan review reports to be submitted for the monthly pay period.

F. Upon receipt, review and approval of properly documented invoices, the Village shall pay to the Consultant the amounts invoiced. The Village may not deny a properly documented claim for compensation, in whole or in part, without cause.

G. The Consultant acknowledges that payment by the Village of any fees due under this Agreement shall not release any rights the Village may have hereunder or diminish any of the Consultant's obligations hereunder.

Section 4: Insurance.

A. The Consultant shall obtain and maintain throughout the term of this Agreement, at its Sole expense, insurance coverage as specified herein, and shall provide the Village with certificates of insurance as evidence of the required coverage before the Village issues its written notice to proceed. Such insurance coverage shall include the following:

1. Worker's Compensation Insurance in the required statutory amounts.
2. Employer's Liability Insurance in an amount not less than $500,000.00 for each accident/injury and $500,000.00 for each employee/disease.
3. Commercial (Comprehensive) Liability Insurance (including contractual liability), with limits of not less than $1,000,000.00 per occurrence for bodily injury and property damage combined single limit, and $2,000,000.00 excess liability coverage annual aggregate personal injury/property damage combined single limit.
4. Commercial (Comprehensive) Automobile Liability Insurance, with minimum limits of at least $1,000,000.00 for any one person and $1,000,000.00 for any one occurrence of bodily injury or property damage in the aggregate annually.
5. Professional Errors and Omissions Insurance with minimum limits of at least $2,000,000.00.

B. The insurance required shall be provided by an insurance company acceptable to the

Village, which company shall be licensed to do business in the State of Illinois, and shall be rated no less than A by A.M. Best and Company.

C. The Certificate of insurance submitted to the Village by the Consultant shall specifically Provide that the specified coverage will not be canceled or modified without at least thirty (30) days prior written notice to the Village.

The Consultant's liability policies, as required herein, shall name the Village, its officers, employees and agents, as additional insured parties.

Section 5: Indemnification.

A. To the fullest extent permitted by law, the Consultant shall indemnify, hold harmless, protect and defend the Village, its officers, employees and agents, from and against any and all liability, claims, damages, losses, suits, demands, proceedings and actions, including attorneys' fees, costs and expenses of defense, which may arise from, grow out of, result from or be related directly or indirectly to any loss, damage, injury, death or damage to property resulting from the performance of services of the Consultant or any sub-consultant under this Agreement, or from any negligent or willful acts, errors or omissions in the performance of services of the Consultant or any sub-consultant under this Agreement, or from any negligent or willful acts, errors or omissions in the performance of services of the Consultant or any sub-consultant hereunder, or from any breach of the Consultant's obligations hereunder.

B. Nothing contained herein shall be construed as prohibiting the Village, its officers, employees or agents from defending, through the selection and use of their own agents, attorneys and experts, any claims, suits, demands proceedings or actions brought against them. The Village's participation in its defense shall not remove the Consultant's duty to indemnify, defend and hold the Village harmless as set forth herein.

C. Any indemnity as provided in this Agreement shall not be limited by reason of the enumeration of insurance coverage herein provided.

D. The Consultant's indemnification of the Village shall survive the termination or expiration of the Agreement.

Section 6: Standard of Performance.

A. The Consultant, its employees and any sub-consultants shall exercise reasonable skill, care and diligence in the performance of the services required under this Agreement in accordance with customarily accepted good professional practice for

their respective professions. Such performance shall be to the satisfaction of the Village, and shall meet or exceed the quality and standards commonly accepted in the industry.

B. All services proved by the Consultant shall be performed in a reasonably prompt manner. The Consultant shall perform all duties and services and make all decisions called for hereunder promptly and without unreasonable delay, and shall provide the Village such priority in its office as is necessary to cause its services hereunder to be timely and properly performed.

C. If any errors, omissions or acts, either intentional or negligent, are made by the Consultant or any sub-consultant, the correction of which requires additional field or office work, the Consultant shall be required to perform such additional work as may be necessary to remedy same without undue delay and without any cost to the Village.

D. Acceptance of performance by the Village shall not relieve the consultant of its responsibility for the quality of its work, or for its liability for loss or damage resulting there from.

Section 7: Conflict of Interest

The Consultant covenants that it has no conflicting public or private interest and shall not acquire, directly or indirectly, any such interest which would conflict in any manner with the performance of its services under this Agreement.

Section 8: Ownership of Documents

A. The Consultant agrees that all reports, plan reviews and all other documents prepared for the Village under the terms of this Agreement shall be properly arranged and delivered to the Village.

B. Any report and review documents made or maintained by the Consultant under this Agreement shall be and will remain the property of the Village, and the Village shall have the right to use same without restriction or limitation and without compensation to the Consultant other than as provided for in this Agreement.

C. The Village acknowledges that the use of information that becomes the property of the Village pursuant to Paragraph B hereof, for purposes other than those contemplated in this Agreement, shall be at the Village's sole risk.

D. The Consultant may, at its sole cost and expense, reproduce and maintain copies of documents made or maintained by it under this Agreement.

Section 9: Compliance with Laws.

A. The Consultant and any sub-consultants shall comply with all Federal, State and local statutes, ordinances and regulations, and shall obtain all necessary licenses and other mandated approvals, whenever applicable.
B. The Consultant and any sub-consultants shall not discriminate against any worker, job applicant, employee, or member of the public, because of race, creed, color, sex, age, handicap, or national origin, and shall not otherwise commit any unfair employment practice. The Consultant shall comply with all provisions of the Illinois Human Rights Act, as amended (775 ILCS 5/101, et seq.), and with all rules and regulations of the Illinois Department of Human Rights.
C. The Consultant, by its signature on this Agreement, certifies that it has not been barred from being awarded a contract or subcontract under the Illinois Procurement Code (30 ILCS 500/1-1, et seq.); and further certifies that it has not been barred from contracting with a unit of State or local government as a result of any violation of Sections 33E-3 or 33-4 of the Illinois Criminal Code (720 ILCS 5/33E-3, 33E-4).

Section 10: Modification or Amendment.

The parties may modify or amend terms of this Agreement only by a written document duly executed by both parties.

Section 11: Terms of this Agreement.

The term of this Agreement shall begin on the date the Agreement is fully executed by both parties, and shall continue in full force and effect unless terminated in accordance with the terms of Section 13.

The Consultant shall not perform any work under this Agreement if terminated, and the Village shall have no obligation or liability to pay the Consultant for any work performed after the Agreement's termination, except as may be agreed upon by the parties in writing.

Section 12: Termination.

A. Except as set forth in this Agreement, either party shall have the right to terminate this Agreement for any cause or for no cause, upon thirty (30) days written notice to the other party; provided that in the event of the Consultant's insolvency,

bankruptcy or receivership, this Agreement shall be terminated immediately upon receipt of notice thereof.

B. Upon any termination of this Agreement, all reports and documents produced under this Agreement and paid for by the Village shall become the property of the Village, and such documents shall be delivered to the Village within thirty (30) days of such termination.

C. Upon any termination of this Agreement, the Village's liability to the Consultant shall be limited to payment of the Consultant's fees for work which was satisfactorily performed to the date of termination and any reimbursable expenses incurred up to the date of termination. Upon such termination, the Village shall have no further obligation or liability for compensation of any expenses, fees or costs of the Consultant hereunder.

Section 13: Consultant as Independent Contractor.

The relationship of the Consultant and any sub-consultants to the Village is that of independent contractor, and nothing in this Agreement is intended or to be construed to create an agency, employment, or joint venture relationship, or any other relationship which could allow the Village to exercise control or direction over the manner or method by which the Consultant or its sub-consultants provide services hereunder. The Consultant warrants that all personnel proved by it with respect to performing of services shall be employees of the Consultant. At all times during the course of performing services hereunder, the Consultant's employees shall be and remain employees of the Consultant and not employees of the Village. The Consultant, and not the Village, shall be solely and exclusively responsible to pay wages salaries, pensions, overtime, holiday, sick and vacation pay; federal and state withholding and unemployment taxes, FICA, Social Security, Medicare, health, accident and life insurance; or any other claim, obligation, demand, tax, benefit, wage or other payroll-related expense or penalty that my occur under local, state or federal law. The Consultant shall defend, indemnify and hold the Village harmless from any and all claims, demands, judgments and awards for such items and any other employment obligations for the Consultant's employees provided by it with respect to the performance of services. The Consultant shall also have the sole obligation to make or cause to be made payments which may be due under the Worker's Compensation Act (820 ILCS 305/1, et seq.), and to meet any and all other obligations which an employer may have under local, state and federal laws. The Consultant expressly waives any right or claim it might have, including those set forth in the Worker's Compensation Act, and especially those set forth in305/1(a)(4) thereof, to recover from the Village any worker's compensation claims, attorneys' fees, expenses or other costs on account of any injury or worker's compensation claim made by any employee of the Consultant providing services pursuant to this Agreement.

Section 14: Entire Agreement.

This Agreement, including all matters incorporated herein, contains the entire agreement between the parties, and supersedes any and all other prior or contemporaneous agreements, representations, promises, conditions, or understandings, whether oral or written, which are related to the Consultant's services other than those contained herein. In the event of any conflict between the terms and conditions of this Agreement and terms and conditions found in any attachment hereto, the terms and conditions of this Agreement shall prevail.

Section 15: Assignment.

Neither the Village nor the Consultant shall assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.

Section 16; Severability.

In the event that any provision of this Agreement is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the Agreement. The remainder of the Agreement shall be construed as if it did not contain the particular provision and shall continue in full force, effect and enforceability in accordance with its terms, to the fullest extent permitted by law.

Section 17; Governing Law.

This Agreement shall be governed by the laws of the State of Illinois as to interpretation, performance and enforcement. The forum for resolving any disputes concerning the parties' respective performance or failure to perform under this Agreement shall be the Circuit Court.

Section 18: Notices.

Any notice required under this Agreement shall be in writing, and shall be mailed, postage prepaid or sent by facsimile transmission, to the following addresses and parties:

To the Village:
Village of Hinsdale
19 E. Chicago Avenue
Hinsdale, IL 60521
Fax: 630-789-7016

To the Consultant:
T.P.I. Building Code Consultants
Attention: JoAnne Tisinai, CEO
7N262 W. Whispering Trail
St. Charles, IL 60175
Fax: 630-443-2495

Section 19: Failure to Enforce Breach Not a Waiver.

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

Section 20: Force Majeure.

Neither party shall be liable to the other for any delay or non-performance of their respective obligations under this Agreement if such delay or non-performance is caused by any contingency beyond their control, including but not limited to acts of God, war, civil unrest, walkouts, fires or natural disasters.

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

VILLAGE OF HINSDALE

By: _____
Its ~~Mayor~~ Village Manager

Attest: _____

T.P.I. Building Code Consultants

By: _____
JoAnne Tisinai/CEO

Attest: _____

AGREEMENT BETWEEN THE VILLAGE OF HINSDALE
AND T.P.I. Building Code Consultants, Inc.
FOR PROFESSIONAL CONSULTING SERVICES

Attachment A
Fee Schedule

1. **One and Two Family Dwellings**
   a. $649.00 per dwelling unit includes all building, plumbing and zoning
   b. $566.50 per dwelling unit without zoning
   c. Expedited plan reviews are offered as our resources permit and are performed for an additional fee of 50% of the original review

2. **Industrial, Commercial, and Multi-Family Structures**
   a. Specific areas of plan examination include the disciplines of building, mechanical, electrical, and Illinois accessibility standards
   b. Reviews of Hazardous Areas – Additional $402.50 per 1,000 Square Feet of such areas
   c. Reviews of commercial kitchens and food processing areas – Additional $422.50 per 1,000 Square Feet of such areas
   d. All Re-reviews are done at 50% of original fee
   e. 5 business day expedited plan reviews are offered as our resources permit and are performed for an additional fee of 50% of the original review
   f. 3 business day expedited plan reviews are offered as our resources permit and are performed for an additional fee of 100% of the original review

Gross Floor Area	Base Building	Base Building and up to two other disciplines	Base Building and up to three other disciplines
UP TO 2,500 SF	$400.00	$483.00	$661.50
2,501 TO 4,000 SF	$446.25	$603.75	$808.50
4,001 TO 5,000 SF	$556.50	$724.50	$945.00
5,001 TO 7,500 SF	$630.00	$882.00	$1092.00
7,501 TO 10,000 SF	$693.00	$918.75	$1234.00
OVER 10,000 SF	$761.25+ $14.70 PER1,000 SF OVER 10,000 SF	BLDG FEE x 1.5	BLDG FEE x 2.0

*Plumbing Plan Reviews are not included in fees above

3. Plumbing Plan Reviews

Type of Home	Base Price	Each Additional Fixture or Waste Opening
Single Family	$60.00	$2.00
Duplex	$80.00	$2.00
Town homes, Condominiums, Apartments	$75.00	$3.00
Commercial	$100.00	$4.00

*U.P.S. charges for plan deliveries not included

4. Sprinkler Systems

The fee is based on the total number of sprinklers:

Quantity of Sprinklers	Pipe Schedule System	Hydraulically Calculated System
1 to 20	$155.00	$170.00
21 to 100	$166.00	$342.00
101 to 200	$228.00	$476.00
201 to 300	$259.00	$540.00
301 to 500	$404.00	$787.00
Over 500	$404.00 plus $0.46 per sprinkler over 500	$787.00 plus $0.98 per Sprinkler over 500

5. **Fire Detection and Alarm Systems**
   a. Basic fee for a complete system: $0.016 per square foot of total building area.
   b. Partial systems: $0.009 per square foot of total building area for systems that do not contain a total building area detection system.
   c. Partial System: $0.004 per square foot of total building area for supervisory protection of the sprinkler systems and duct detection.
   d. Minimum review fee of $155.00

6. **Standpipe Systems**
   a. Basic Fee: $197.00 per Standpipe
   b. No charge for standpipes that are part of a total building sprinkler system

7. **Gas Suppression Systems or Dry Chemical Systems**
   a. The fee is based on the total pounds of the suppression agent used:

Pounds of Suppression Agent	FEE
1 to 50	$180.00
51 to 100	$259.00
101 to 200	$284.50
201 to 300	$310.00
301 to 400	$336.50
401 to 500	$362.00
501 to 750	$414.00
751 to 1,000	$517.00
over 1,000	$517.00 plus $0.258 for each pound of agent over 1,000

8. **Restaurant Wet Chemical Systems**
   a. Restaurant System: $207.00 flat rate per hood system
   b. Each additional system or hood reviewed, at the same time and within the same building and unit, add $103.00

9. **Restaurant Mechanical Hood and Duct Systems**
   a. Flat rate of $207.00 per hood
   b. Each additional hood system reviewed, at the same time and within the same building and unit, add $103.00

10. **Subdivision Design Reviews for Fire Department Access, Water Main Sizing, and Hydrant Layout**
    a. Reviews are performed at an hourly rate of $93.00 per hour
    b. Plans requiring a second review are invoiced at 50% of the hourly rate
    c. Minimum review fee is $155.00

11. **Life Safety Plan Reviews**
    a. The fee is based on the total square footage of the building.
    b. Basic fee: $0.005 per sq. ft. of the total building area.
    c. Minimum fee of $170.00.
    d. For special buildings, add 50% to the base fee.
    e. No additional charge for typical floors of a building.
    f. Plans requiring a second review are invoiced at 50% of the primary review.

AGREEMENT BETWEEN THE VILLAGE OF HINSDALE AND T.P.I. Building Code Consultants, Inc. FOR PROFESSIONAL CONSULTING SERVICES

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1. **Hourly Inspection Rates (Normal Business Days)**

Inspection Type	Cost Per Hour
Plumbing Inspections	$80.00*
Electrical Inspections	$84.00*
Building Inspections	$84.00*
Mechanical Inspections	$84.00*
Property Maintenance	$68.00*

2. **Hourly Inspection Rates (After hours M-F and Saturdays)**

Inspection Type	Cost Per Hour
Plumbing Inspections	$120.00*
Electrical Inspections	$126.00*
Building Inspections	$126.00*
Mechanical Inspections	$126.00*

3. **Hourly Inspection Rates (Sundays and Holidays)**

Inspection Type	Cost Per Hour
Plumbing Inspections	$160.00*
Electrical Inspections	$168.00*
Building Inspections	$168.00*
Mechanical Inspections	$168.00*

*Minimum 1 Hour and 1 Hour Travel Time

ACORD

CERTIFICATE OF LIABILITY INSURANCE

OP ID: BB

DATE (MM/DD/YYYY) 11/13/2014

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

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

PRODUCER Bechtold Insurance Agency 502 N. Plum Grove Rd. Palatine, IL 60067	CONTACT NAME: Bechtold Insurance Agency PHONE (A/C, No, Ext): 847-221-2500 FAX (A/C, No): 847-221-2510 E-MAIL ADDRESS: info@bechtoldinsurance.com PRODUCER CUSTOMER ID #: TPI-BUI
INSURED TPI Building Code Consultants, Inc. 7 N. 262 West Whispering Trail St Charles, IL 60175-6361	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Erie Insurance Group — 26271 INSURER B : Essex Insurance Company INSURER C : INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC			Q46 2790205	10/27/2014	10/27/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			Q03 0730595	03/07/2014	03/07/2015	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (PER ACCIDENT)	$ 1,000,000 $ $ $
A	UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE RETENTION $			Q34 2770145	10/27/2014	10/27/2015	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		Q94 2700939	10/27/2014	10/27/2015	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
B	PROFESSIONAL LIABILITY			MG702136	11/16/2014	11/16/2015		1,000,000

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

CERTIFICATE HOLDER

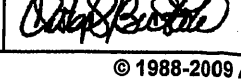
HINSDAL

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

CANCELLATION

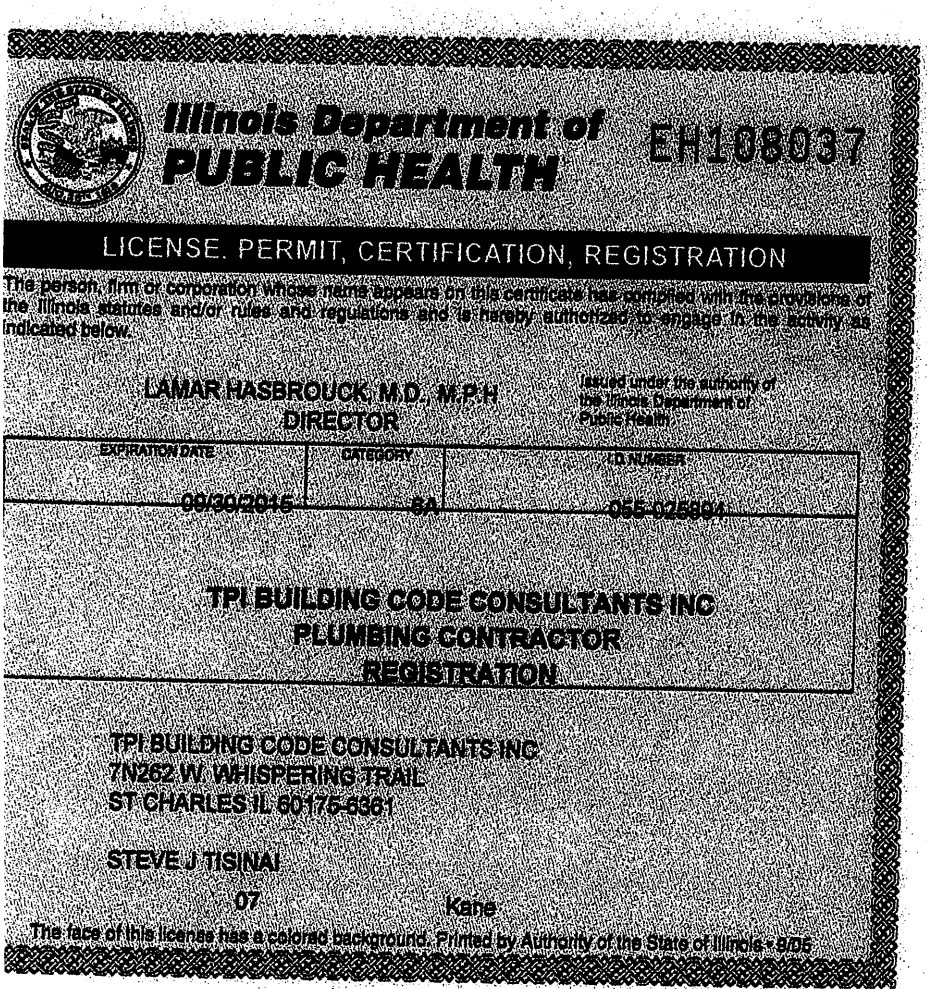
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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Illinois Department of PUBLIC HEALTH

EH108037

LICENSE, PERMIT, CERTIFICATION, REGISTRATION

The person, firm or corporation whose name appears on this certificate has complied with the provisions of the Illinois statutes and/or rules and regulations and is hereby authorized to engage in the activity as indicated below.

LAMAR HASBROUCK, M.D., M.P.H.
DIRECTOR

Issued under the authority of the Illinois Department of Public Health

EXPIRATION DATE	CATEGORY	I.D. NUMBER
09/30/2015	8A	055-0258041

TPI BUILDING CODE CONSULTANTS INC
PLUMBING CONTRACTOR
REGISTRATION

TPI BUILDING CODE CONSULTANTS INC
7N262 W. WHISPERING TRAIL
ST CHARLES IL 60175-6361

STEVE J TISINAI

07 Kane

The face of this license has a colored background. Printed by Authority of the State of Illinois • 8/05

← DISPLAY THIS PART IN A CONSPICUOUS PLACE

09/15/2014

TPI BUILDING CODE
CONSULTANTS INC
7N262 W. WHISPERING TRAIL
ST CHARLES IL 60175-6361

FEE RECEIPT NO.

7a

DATE: December 08, 2015

AGENDA SECTION	Consent: Agenda/ACA	**ORIGINATING DEPARTMENT**	Finance
ITEM	Accounts Payable	**APPROVED**	Darrell Langlois Assistant Village Manager/Director of Finance

At the meeting of December 08, 2015 staff respectfully requests the presentation of the following motion to approve the accounts payable:

Motion: To move approval and payment of the accounts payable for the period of November 18, 2015 through December 08, 2015 in the aggregate amount of $1,187,252.25 as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk.

STAFF APPROVALS

APPROVAL	**APPROVAL**	**APPROVAL**	**APPROVAL**	**MANAGER'S APPROVAL**

COMMITTEE ACTION:

BOARD ACTION:

VILLAGE OF HINSDALE

ACCOUNTS PAYABLE WARRANT REGISTER #1598

FOR PERIOD November 18, 2015 through December 08, 2015

The attached Warrant Summary by Fund and Warrant Register listing TOTAL DISBURSEMENTS FOR ALL FUNDS of $1,187,252.25 reviewed and approved by the below named officials.

APPROVED BY _____ **DATE** 12/4/15
VILLAGE TREASURER/ASSISTANT VILLAGE MANAGER

APPROVED BY _____ **DATE** 12/4/15
VILLAGE MANAGER

APPROVED BY _____ **DATE** _____
VILLAGE TRUSTEE

Village of Hinsdale
Warrant # 1598
Summary By Fund

Recap By Fund	Fund	Regular Checks	ACH/Wire Transfers	Total
General Fund	10000	229,733.74	168,369.42	398,103.16
2009 Limited Source Bonds	32754	400.00	-	400.00
Capital Project Fund	45300	203,402.23	-	203,402.23
Water & Sewer Operations	61061	70,655.22	-	70,655.22
Water & Sewer Capital	61062	154,574.39		154,574.39
Escrow Funds	72100	112,071.00		112,071.00
Payroll Revolving Fund	79000	21,567.59	226,466.66	248,034.25
Library Operating Fund	99000	12.00		12.00
Total		**792,416.17**	**394,836.08**	**1,187,252.25**

Village of Hinsdale
Schedule of Bank Wire Transfers and ACH Payments
1598

Payee/ Date	Description	Vendor Invoice	Invoice Amount
Electronic Federal Tax Payment Systems			
11/20/2015	Village Payroll #24 - Calendar 2015	FWH	$ 46,926.45
12/4/2015	Village Payroll #25 - Calendar 2015	FWH	$ 51,848.94
Electronic Federal Tax Payment Systems			
11/20/2015	Village Payroll #24 - Calendar 2015	FICA/MCARE	34,341.58
12/4/2015	Village Payroll #25 - Calendar 2015	FICA/MCARE	34,547.92
Illinois Department of Revenue			
11/20/2015	Village Payroll #24 - Calendar 2015	State Tax Withholding	12,665.20
12/4/2015	Village Payroll #25 - Calendar 2015	State Tax Withholding	13,261.04
ICMA - 457 Plans			
11/20/2015	Village Payroll #24 - Calendar 2015	Employee Withholding	14,602.72
12/4/2015	Village Payroll #25 - Calendar 2015	Employee Withholding	14,834.59
HSA PLAN CONTRIBUTION - 11/20/15		Employer/Employee Withholding	1,719.11
HSA PLAN CONTRIBUTION - 12/4/15		Employer/Employee Withholding	1,719.11
Intergovernmental Personnel Benefit Cooperative		Employer/Employee	168,369.42
Illinois Municipal Retirement Fund		Employer/Employee	-
		Total Bank Wire Transfers and ACH Payments	$394,836.08

WARRANT REGISTER: 1598 DATE: 12/08/15

VOUCHER	VOUCHER DESCRIPTION		INVOICE NUMBER	AMOUNT PAID
AFLAC-FLEXONE				
195528	AFLAC OTHER		112015000000000	$348.22
195529	ALFAC OTHER		112015000000000	$204.62
195530	AFLAC SLAC		112015000000000	$58.41
		Total for Check:	**104207**	**$611.25**
COLONIAL LIFE PROCCESSING				
195518	COLONIAL S L A C		112015000000000	$60.98
195519	COLONIAL OTHER		112015000000000	$27.63
		Total for Check:	**104208**	**$88.61**
I.U.O.E.LOCAL 150				
195534	LOCAL 150 UNION DUES		112015000000000	$834.62
		Total for Check:	**104209**	**$834.62**
NATIONWIDE RETIREMENT SOL				
195522	USCM/PEBSCO		112015000000000	$128.79
195523	USCM/PEBSCO		112015000000000	$1,485.00
		Total for Check:	**104210**	**$1,613.79**
NATIONWIDE TRUST CO.FSB				
195531	PEHP UNION 150		112015000000000	$320.86
195532	PEHP REGULAR		112015000000000	$2,184.28
195533	PEHPPD		112015000000000	$565.20
		Total for Check:	**104211**	**$3,070.34**
STATE DISBURSEMENT UNIT				
195535	CHILD SUPPORT		112015000000000	$313.21
		Total for Check:	**104212**	**$313.21**
STATE DISBURSEMENT UNIT				
195536	CHILD SUPPORT		112015000000000	$585.00
		Total for Check:	**104213**	**$585.00**
		Void Check:	**104214**	
STATE DISBURSEMENT UNIT				
195538	CHILD SUPPORT		112015000000000	$764.77
		Total for Check:	**104215**	**$764.77**
STATE DISBURSEMENT UNIT				
195539	CHILD SUPPORT		112015000000000	$175.00
		Total for Check:	**104216**	**$175.00**
STATE DISBURSEMENT UNIT				
195540	CHILD SUPPORT		112015000000000	$672.45
		Total for Check:	**104217**	**$672.45**
VILLAGE OF HINSDALE				
195524	DEP CARE REIMBURSEMENT		112015000000000	$152.17
195525	MEDICAL REIMBURSEMENT		112015000000000	$359.58
195526	DEP CARE REIMB.F/P		112015000000000	$20.83
195527	MEDICAL REIMBURSEMENT		112015000000000	$637.49
		Total for Check:	**104218**	**$1,170.07**

VOUCHER	VOUCHER DESCRIPTION		INVOICE NUMBER	AMOUNT PAID
VSP ILLINOIS - 30048087				
195520	VSP FAMILY ALL EMPLOYEES		112015000000000	$224.96
195521	VSP SINGLE ALLEMPLOYEES		112015000000000	$60.61
		Total for Check:	**104219**	**$285.57**
AMERICAN EXPRESS				
195624	ASST MERCHANDISE		08-03003-11/2015	$501.60
195624	ASST MERCHANDISE		08-03003-11/2015	$1,204.08
195624	ASST MERCHANDISE		08-03003-11/2015	$100.00
195624	ASST MERCHANDISE		08-03003-11/2015	$401.40
195624	ASST MERCHANDISE		08-03003-11/2015	$73.15-
195624	ASST MERCHANDISE		08-03003-11/2015	$102.09
195624	ASST MERCHANDISE		08-03003-11/2015	$104.00
195624	ASST MERCHANDISE		08-03003-11/2015	$55.00
195624	ASST MERCHANDISE		08-03003-11/2015	$49.95
195624	ASST MERCHANDISE		08-03003-11/2015	$433.92
195624	ASST MERCHANDISE		08-03003-11/2015	$47.57
		Total for Check:	**104220**	**$2,926.46**
UNITED STATES POSTAL SVC				
195606	SURVEY POSTAGE		11232015	$972.50
		Total for Check:	**104221**	**$972.50**
STATE DISBURSEMENT UNIT				
195790	CHILD SUPPORT		112015	$230.77
		Total for Check:	**104222**	**$230.77**
AFLAC-FLEXONE				
195878	AFLAC OTHER		120415000000000	$348.22
195879	ALFAC OTHER		120415000000000	$204.62
195880	AFLAC SLAC		120415000000000	$89.35
		Total for Check:	**104223**	**$642.19**
COLONIAL LIFE PROCCESSING				
195868	COLONIAL S L A C		120415000000000	$60.98
195869	COLONIAL OTHER		120415000000000	$27.63
		Total for Check:	**104224**	**$88.61**
I.U.O.E.LOCAL 150				
195884	LOCAL 150 UNION DUES		120415000000000	$840.18
		Total for Check:	**104225**	**$840.18**
ILLINOIS FRATERNAL ORDER				
195871	UNION DUES		120415000000000	$731.00
		Total for Check:	**104226**	**$731.00**
NATIONWIDE RETIREMENT SOL				
195872	USCM/PEBSCO		120415000000000	$126.59
195873	USCM/PEBSCO		120415000000000	$1,485.00
		Total for Check:	**104227**	**$1,611.59**
NATIONWIDE TRUST CO.FSB				
195881	PEHP UNION 150		120415000000000	$320.86
195882	PEHP REGULAR		120415000000000	$2,185.24

VOUCHER	VOUCHER DESCRIPTION		INVOICE NUMBER	AMOUNT PAID
195883	PEHPPD		120415000000000	$565.20
		Total for Check:	**104228**	**$3,071.30**
NCPERS GRP LIFE INS#3105				
195870	LIFE INS		120415000000000	$256.00
		Total for Check:	**104229**	**$256.00**
STATE DISBURSEMENT UNIT				
195885	CHILD SUPPORT		120415000000000	$313.21
		Total for Check:	**104230**	**$313.21**
STATE DISBURSEMENT UNIT				
195886	CHILD SUPPORT		120415000000000	$585.00
		Total for Check:	**104231**	**$585.00**
STATE DISBURSEMENT UNIT				
195887	CHILD SUPPORT		120415000000000	$230.77
		Total for Check:	**104232**	**$230.77**
STATE DISBURSEMENT UNIT				
195888	CHILD SUPPORT		120415000000000	$764.77
		Total for Check:	**104233**	**$764.77**
STATE DISBURSEMENT UNIT				
195889	CHILD SUPPORT		120415000000000	$175.00
		Total for Check:	**104234**	**$175.00**
STATE DISBURSEMENT UNIT				
195890	CHILD SUPPORT		120415000000000	$672.45
		Total for Check:	**104235**	**$672.45**
VILLAGE OF HINSDALE				
195874	MEDICAL REIMBURSEMENT		120415000000000	$637.49
195875	DEP CARE REIMB.F/P		120415000000000	$20.83
195876	MEDICAL REIMBURSEMENT		120415000000000	$359.58
195877	DEP CARE REIMBURSEMENT		120415000000000	$152.17
		Total for Check:	**104236**	**$1,170.07**
A BLOCK MARKETING INC				
195452	TIPPING FEE		00065311	$25.00
195827	TIPPING FEE		00065364	$50.00
195828	TIPPING FEE		00065390	$25.00
		Total for Check:	**104237**	**$100.00**
ADVANTAGE CHEVROLET				
195463	AIRBAG SENSOR - 41		565555	$411.92
		Total for Check:	**104238**	**$411.92**
AIR ONE EQUIPMENT				
195580	AIR QUALITY TEST		108191	$135.00
		Total for Check:	**104239**	**$135.00**
ALAHMAD, KAOUTHAR				
195846	KLM REFUND EN 151226		22809	$425.00
		Total for Check:	**104240**	**$425.00**
ALLETTO, FRANK J				
195469	HOLIDAY EXPRESS MAGICIAN		12062015	$800.00

VOUCHER	VOUCHER DESCRIPTION		INVOICE NUMBER	AMOUNT PAID
		Total for Check:	**104241**	**$800.00**
ALPS INVESTMENT GROUP LLC				
195835	CONT BD 734 S QUINCY		22180	$10,000.00
		Total for Check:	**104242**	**$10,000.00**
ALPS INVESTMENT GROUP LLC				
195836	ST MGMT BD 734 S QUINCY		22181	$3,000.00
		Total for Check:	**104243**	**$3,000.00**
AMALGAMATED BK OF CHICAGO				
195449	BOND FEES		1853962007CT	$400.00
		Total for Check:	**104244**	**$400.00**
AMERICAN MESSAGING				
195470	VEECK PAGER - NOV		U1153710PK	$28.89
		Total for Check:	**104245**	**$28.89**
AMPSCO SERVICE CORP				
195804	FUEL PUMP HOSE CLAMPS		S150602-001	$67.52
		Total for Check:	**104246**	**$67.52**
APTEAN, INC.				
195758	MONTHLY FEES		RI-720441	$6,071.40
		Total for Check:	**104247**	**$6,071.40**
ARAMARK UNIFORM SERVICES				
195445	FLOOR MATS/SHOP TOWELS		2080295638	$61.75
195445	FLOOR MATS/SHOP TOWELS		2080295638	$18.96
195445	FLOOR MATS/SHOP TOWELS		2080295638	$132.43
195445	FLOOR MATS/SHOP TOWELS		2080295638	$10.60
195514	FLOOR MATS/SHOP TOWELS		2080305633	$61.75
195514	FLOOR MATS/SHOP TOWELS		2080305633	$18.96
195514	FLOOR MATS/SHOP TOWELS		2080305633	$132.43
195514	FLOOR MATS/SHOP TOWELS		2080305633	$10.60
195591	FLOOR MATS/SHOP TOWELS		2080256252	$51.40
195591	FLOOR MATS/SHOP TOWELS		2080256252	$18.46
195591	FLOOR MATS/SHOP TOWELS		2080256252	$143.38
195591	FLOOR MATS/SHOP TOWELS		2080256252	$10.50
195674	FLOOR MATS/SHOP TOWELS		2080315359	$61.88
195674	FLOOR MATS/SHOP TOWELS		2080315359	$19.09
195674	FLOOR MATS/SHOP TOWELS		2080315359	$132.59
195674	FLOOR MATS/SHOP TOWELS		2080315359	$10.73
195775	FLOOR MATS/SHOP TOWELS		2080226506	$112.71
195775	FLOOR MATS/SHOP TOWELS		2080226506	$16.67
195775	FLOOR MATS/SHOP TOWELS		2080226506	$183.37
195775	FLOOR MATS/SHOP TOWELS		2080226506	$10.73
195825	FLOOR MATS/SHOP TOWELS		2080325331	$70.30
195825	FLOOR MATS/SHOP TOWELS		2080325331	$16.67
195825	FLOOR MATS/SHOP TOWELS		2080325331	$126.59
195825	FLOOR MATS/SHOP TOWELS		2080325331	$10.73
195862	FLOOR MATS/SHOP TOWELS		2080246455	$85.62

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER		AMOUNT PAID
195862	FLOOR MATS/SHOP TOWELS	2080246455		$16.67
195862	FLOOR MATS/SHOP TOWELS	2080246455		$156.29
195862	FLOOR MATS/SHOP TOWELS	2080246455		$10.73
	Total for Check:		**104248**	**$1,712.59**
AT & T				
195595	VEECK PARK - WP	630323386311		$175.32
	Total for Check:		**104249**	**$175.32**
ATLAS BOBCAT LLC				
195492	SNOWBLOWER	QA2893		$11,523.00
195615	LEAK REPAIR - 93	669256		$227.34
	Total for Check:		**104250**	**$11,750.34**
B & T PAINTING				
195794	PAINTING VETERANS ROOM	2582		$997.00
195816	MEMORIAL HALL PAINTING	2582		$2,811.00
	Total for Check:		**104251**	**$3,808.00**
BENTLEY SYSTEMS INC				
195858	SOFTWARE SUBSCRIPTION	47716298		$1,529.00
	Total for Check:		**104252**	**$1,529.00**
BLOOM, BRADLEY				
195656	IACP CONFERENCE	10242015		$93.00
	Total for Check:		**104253**	**$93.00**
BRUCE OLIVER				
195770	POLICE SHIFT DESIGN	509		$800.00
	Total for Check:		**104254**	**$800.00**
BRUNS, MICHAEL				
195852	CONT BD 411 RAVINE	23087		$500.00
	Total for Check:		**104255**	**$500.00**
BUCCIARELLI, TODD				
195853	CONT BD 118 W HICKORY	23190		$500.00
	Total for Check:		**104256**	**$500.00**
BUCHANAN, MICHELLE				
195854	CONT BD 430 S BRUNER	22993		$500.00
	Total for Check:		**104257**	**$500.00**
BUECHE, JEAN				
195831	2016 PLANNERS	12012015		$63.41
	Total for Check:		**104258**	**$63.41**
BUSHMAN CONSTRUCTION				
195550	CONT BD 50 S LINCOLN	23163		$500.00
	Total for Check:		**104259**	**$500.00**
BUSINESS DISTRICTS, INC				
195803	PRESENTATION	2238		$750.00
	Total for Check:		**104260**	**$750.00**
BUTTREY RENTAL SERVICE IN				
195453	AIR COMPRESSOR	212444		$662.83
	Total for Check:		**104261**	**$662.83**

VOUCHER	VOUCHER DESCRIPTION		INVOICE NUMBER		AMOUNT PAID
C & C VACUUM					
195609	VACUUM BAGS		2133-17		$16.00
195610	VACUUM BAGS		2133-18		$9.00
		Total for Check:		**104262**	**$25.00**
CALL ONE					
195504	TELEPHONE		1136113-11/15		$441.89
195504	TELEPHONE		1136113-11/15		$928.98
195504	TELEPHONE		1136113-11/15		$161.12
195504	TELEPHONE		1136113-11/15		$37.21
195504	TELEPHONE		1136113-11/15		$67.64
195504	TELEPHONE		1136113-11/15		$37.21
195504	TELEPHONE		1136113-11/15		$174.16
195504	TELEPHONE		1136113-11/15		$101.09
195504	TELEPHONE		1136113-11/15		$1,775.60
		Total for Check:		**104263**	**$3,724.90**
CARDINAL LLC					
195786	REFUND		2202364		$36.91
		Total for Check:		**104264**	**$36.91**
CARIN BUILDERS					
195851	CONT BD 728 CLEVELAND		23181		$500.00
		Total for Check:		**104265**	**$500.00**
CDW-GOVERNMENT INC.					
195666	POWER SUPPLY		ZS49370		$48.75
195667	PRINTERS		ZW92131		$124.80
195667	PRINTERS		ZW92131		$124.80
195668	PHONE CABLE		BCS4228		$5.50
195669	EXTENSION CABLE		BCF3255		$15.59
		Total for Check:		**104266**	**$319.44**
CHAD					
195842	KLM REFUND EN 151113		22788		$550.00
		Total for Check:		**104267**	**$550.00**
CHICAGO TRIBUNE SUBSCRIPT					
195771	RENEWAL		20097644-11/15		$103.87
		Total for Check:		**104268**	**$103.87**
CINTAS CORPORATION 769					
195457	FLOOR MATS		769681971		$75.00
195598	FLOOR MATS		769685523		$75.00
195772	FLOOR MATS		769689108		$75.00
		Total for Check:		**104269**	**$225.00**
CLARY, SARA					
195551	CONT BD 517 MORRIS LANE		22903		$1,000.00
		Total for Check:		**104270**	**$1,000.00**
COLLEY ELEVATOR COMPANY					
195594	KLM REPAIR		143978		$193.00
		Total for Check:		**104271**	**$193.00**

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER		AMOUNT PAID
COMCAST				
195484	POLICE/FIRE	877120111009242		$45.83
195484	POLICE/FIRE	877120111009242		$45.82
	Total for Check:		**104272**	**$91.65**
COMED				
195682	57TH STREET	0015093062		$261.41
195683	ELEANOR PARK	0075151076		$281.63
195684	WARMING HOUSE/PADDLE HUT	0203017056		$189.03
195685	CHESTNUT PARKING	0203065105		$45.33
195686	CLOCK TOWER	0381057101		$34.29
195687	314 SYMONDS DR	0417073048		$227.02
195688	FOUNTAIN	0471095066		$57.97
195689	BURLINGTON PARK	0499147045		$42.36
195690	ROBBINS PARK	0639032045		$25.55
195691	VILLAGE PLACE ALLEY	1094271003		$631.66
195692	21 SPINNING WHEEL	1131101044		$31.35
195693	STREET LIGHTS	1653148050		$9,322.32
195694	WASHINGTON	2378029015		$54.16
195695	VEECK PARK	2425068008		$2,861.16
195696	WASHINGTON PARKING LOT	2838114008		$42.58
195697	VEECK PARK-WP	3454039030		$719.53
195698	BURLINGTON PARK	6583006139		$31.35
195699	NS CBQ RR	7011157008		$34.85
195700	PIERCE PARK	7011378007		$395.72
195701	WALNUT STREET	7011481018		$31.66
195702	CENTER FOR THE ARTS	7093550127		$98.67
195703	KLM LODGE 80/20	7093551008		$302.46
195703	KLM LODGE 80/20	7093551008		$1,209.82
195704	SAFETY TOWN	7261620005		$22.48
195705	ROBBINS PARK	8521083007		$75.25
195706	TRAIN STATION	8521339040		$311.24
195707	TRAIN STATION	8521342001		$406.91
195708	WATER PLANT	8521400008		$37.32
195710	BROOK PARK	8605174005		$231.18
195711	POOL	8605437007		$346.90
195712	ELEANOR PARK	8689206002		$61.34
195713	STOUGH PARK	8689480008		$21.19
195714	BURNS FIELD	8689640004		$24.19
	Total for Check:		**104273**	**$18,469.88**
	Void Check:		**104724**	
COMMERCIAL COFFEE SERVICE				
195461	COFFEE SUPPLIES	200219		$37.50
195654	COFFEE SUPPLIES	200234		$37.50
	Total for Check:		**104275**	**$75.00**

VOUCHER	VOUCHER DESCRIPTION		INVOICE NUMBER		AMOUNT PAID
CONSTELLATION NEWENERGY					
195776	217 SYMONDS		0029075612		$548.17
195777	225 SYMONDS		0029075612		$594.17
195778	121 SYMONDS		0029075612		$539.56
195779	500 W HINSDALE		0029075612		$214.10
195780	5901 S COUNTYLINE		0029075612		$706.42
		Total for Check:		**104276**	**$2,602.42**
COURTNEYS SAFETY LANE					
195515	SAFETY INSPECTION - 15		6085		$52.00
195774	SAFETY INSPECTION -31		6160		$35.00
		Total for Check:		**104277**	**$87.00**
COYNE, JANE					
195552	CONT BD 611 N WASHINGTON		22999		$500.00
		Total for Check:		**104278**	**$500.00**
CRITTENDEN, JOLENE					
195553	CONT BD 307 JUSTINA		23164		$500.00
		Total for Check:		**104279**	**$500.00**
CURRENT TECHNOLOGIES					
195661	SERVER STORAGE - FD		714382		$33.75
195662	ARCHIVER AUTHENTICATION		714554		$67.50
195809	VH WIRELESS		6087		$1,282.50
195809	VH WIRELESS		6087		$1,714.50
		Total for Check:		**104280**	**$3,098.25**
D & E CUSTOM HOMES, INC					
195554	STORMWATR BD 237 S STOUGH		20849		$7,171.00
		Total for Check:		**104281**	**$7,171.00**
DEJANA INDUSTRIES INC.					
195446	STREET SWEEPING		49479		$4,252.61
		Total for Check:		**104282**	**$4,252.61**
DIRECT ADVANTAGE INC					
195605	MARKETING SERVICES		1277		$8,400.00
		Total for Check:		**104283**	**$8,400.00**
DOCU-SHRED, INC.					
195460	SHREDDING		36330		$80.00
		Total for Check:		**104284**	**$80.00**
DUGAN ENTERPRISES					
195837	CONT BD 540 S OAK ST		22677		$5,000.00
		Total for Check:		**104285**	**$5,000.00**
DUPAGE COUNTY DIV OF					
195454	CAUTION SIGNS		3327		$156.27
195829	TRAFFIC SIGNS		3339		$284.23
		Total for Check:		**104286**	**$440.50**
DUPAGE COUNTY RECORDER					
195450	RECORDING FEES		201510190351		$1,313.00
		Total for Check:		**104287**	**$1,313.00**

VOUCHER	VOUCHER DESCRIPTION		INVOICE NUMBER	AMOUNT PAID
DUPAGE CTY FIRE CHIEFS				
195663	ANNUAL DUES		11222015	$85.00
		Total for Check:	**104288**	**$85.00**
DYNEGY ENERGY SERVICES				
195622	908 ELM		1747029615111	$100.76
195623	TRANSFORMER		147029715111	$1,714.49
		Total for Check:	**104289**	**$1,815.25**
ENVIRO-TEST/PERRY LABORAT				
195471	WATER SAMPLES		15-131305	$232.50
195820	WATER SAMPLES		15-131364	$180.00
		Total for Check:	**104290**	**$412.50**
EVE ASSISTED LIVING				
195555	CONT BD 10 N WASHINGTON		22992	$500.00
		Total for Check:	**104291**	**$500.00**
FACTORY MOTOR PARTS CO				
195477	BRAKE ROTORS/PADS - 6		50-1187989	$157.44
195821	BLOWER MOTOR - 847		50-1198811	$133.93
		Total for Check:	**104292**	**$291.37**
FAZEKAS, NICOLE				
195844	KLM REFUND EN 151127		22798	$500.00
		Total for Check:	**104293**	**$500.00**
FCWRD				
195785	SEWER		008919-000	$139.47
		Total for Check:	**104294**	**$139.47**
FEDERAL SIGNAL CORP				
195765	UPGRADE RADIO LICENSE		6171679	$1,256.00
		Total for Check:	**104295**	**$1,256.00**
FEDEX				
195782	SHIPPING		5-236-24218	$80.25
		Total for Check:	**104296**	**$80.25**
FINNEGAN, ERIN				
195556	CONT BD 313 W 4TH ST		22914	$500.00
		Total for Check:	**104297**	**$500.00**
FOX RESTAURANT & PUB				
195864	ALIVE @ 25		11212015	$69.25
		Total for Check:	**104298**	**$69.25**
FRED GLINKE PLUMBING AND				
195478	WATER LINE REPAIR		31763	$177.30
195478	WATER LINE REPAIR		31763	$177.30
		Total for Check:	**104299**	**$354.60**
GALLS				
195814	UNIFORMS		004384246	$20.25
		Total for Check:	**104300**	**$20.25**
GARFIELD, LLC				
195557	CONT BD 32 E FIRST #203		22921	$10,000.00

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER		AMOUNT PAID
	Total for Check:		**104301**	**$10,000.00**
GARY JOHNSTON				
195767	PERMIT FEES - OCT	11222015		$423.90
	Total for Check:		**104302**	**$423.90**
GEEDING CONSTRUCTION				
195558	CONT BD 415-421 JACKSON	23069		$5,000.00
	Total for Check:		**104303**	**$5,000.00**
GLOCK PROFESSIONAL INC				
195468	ARMORERS COURSE	TRP/100076483		$250.00
	Total for Check:		**104304**	**$250.00**
GOECKEL, ROBERT				
195855	CONT BD 443 S MONROE	23038		$500.00
	Total for Check:		**104305**	**$500.00**
GOOD EARTH GREENHOUSE				
195838	CONT BD 336 E OGDEN	22621		$500.00
	Total for Check:		**104306**	**$500.00**
GRAINGER, INC.				
195482	CONNECTOR 125V	9888957850		$43.25
195576	PUMP VALVES - T84	9893817859		$366.76
195583	SHOE COVERS	9892982944		$261.64
195791	LIGHT BULBS	9898952362		$159.45
	Total for Check:		**104307**	**$831.10**
GREEN GRASS, INC				
195559	CONT BD 311 N OAK	22694		$2,000.00
	Total for Check:		**104308**	**$2,000.00**
HD SUPPLY WATERWORKS,LTD				
195476	TOUCH PADS	E726073		$180.00
195489	WATER METERS	E717967		$2,867.30
195604	AMR WATER METER PROJECT	E791660		$37,832.00
195617	LOCATING PAINT	E728260		$167.30
195815	AMR WATER METER PROJECT	E825518		$16,826.50
195817	METER WIRE	E792599		$180.00
	Total for Check:		**104309**	**$58,053.10**
HEALTH INSPECTION				
195584	COOK CTY HEALTH INSPECTIO	202		$750.00
	Total for Check:		**104310**	**$750.00**
HEALY ASPHALT COMPANY LLC				
195443	COLD PATCH	56103MB		$493.87
	Total for Check:		**104311**	**$493.87**
HILL, EDEN				
195787	REFUND	2903428		$61.63
	Total for Check:		**104312**	**$61.63**
HODAKOWSKI, GEORGE				
195560	CONT BD 30 E SEVENTH ST	22006		$10,000.00
	Total for Check:		**104313**	**$10,000.00**

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER		AMOUNT PAID
HODAKOWSKI, GEORGE				
195561	ST MGMT BD 30 E SEVENTH	22005		$3,000.00
	Total for Check:		**104314**	**$3,000.00**
HOLIDAY CREATIONS, INC				
195762	HOLIDAY LIGHTING	7170		$16,390.50
	Total for Check:		**104315**	**$16,390.50**
HOME DEPOT CREDIT SERVICE				
195769	ASST HARDWARE	111315		$57.35
195769	ASST HARDWARE	111315		$14.34
195769	ASST HARDWARE	111315		$36.50
195769	ASST HARDWARE	111315		$35.60
195769	ASST HARDWARE	111315		$125.78
195769	ASST HARDWARE	111315		$48.94
	Total for Check:		**104316**	**$318.51**
HR GREEN INC				
195498	2015 VEECK PARK OPERATOR	101451		$308.65
195582	WOODLANDS PH 3 DESIGN ENG	101382		$9,632.50
195652	OAK ST BRIDGE PH 3(CO/RE)	8-101679		$109,523.23
	Total for Check:		**104317**	**$119,464.38**
HUNT PRINTING				
195590	HOLIDAY EXPRESS TICKETS	117855		$139.33
	Total for Check:		**104318**	**$139.33**
IAFCI INTERNATIONAL				
195466	2016 MEMBERSHIP	24928		$75.00
	Total for Check:		**104319**	**$75.00**
IAPEM				
195763	ANNUAL DUES	11242015		$70.00
	Total for Check:		**104320**	**$70.00**
IAPEM				
195764	ANNUAL DUES	9786		$35.00
	Total for Check:		**104321**	**$35.00**
ILIC, MIOLJUB				
195569	CONT BD 822 S BODIN	23047		$500.00
	Total for Check:		**104322**	**$500.00**
ILLCO, INC.				
195488	ANTIFREEZE	2383159		$438.55
	Total for Check:		**104323**	**$438.55**
ILLINOIS FIRE INSPECTORS				
195483	MEMBERSHIP - 2016	17384		$95.00
195589	INSPECTOR CLASS	17132		$650.00
	Total for Check:		**104324**	**$745.00**
ILLINOIS LEAP				
195673	ANNUAL DUES	12232015		$80.00
	Total for Check:		**104325**	**$80.00**
IMAGE TREND INC				

VOUCHER	VOUCHER DESCRIPTION		INVOICE NUMBER		AMOUNT PAID
195578	ANNUAL SUPPORT FEE		34797		$400.00
		Total for Check:		**104326**	**$400.00**
INDUSTRIAL ELECTRIC					
195618	STREET LIGHT PARTS		237763		$619.65
195619	STREET LIGHT PARTS		237765		$57.50
195620	BALLAST - VEECK PARK		237767		$126.00
195795	CSO SENSOR PIPE		237766		$41.55
195796	LIGHT BULBS		238129		$135.00
		Total for Check:		**104327**	**$979.70**
INTERSTATE BILLING SERVIC					
195612	SNOW VALVE REPAIR		3000730946		$320.95
195859	RADIATOR - 9		3000812195		$627.90
		Total for Check:		**104328**	**$948.85**
IRMA					
195600	CLAIM PAYMENT		167621-01		$1,325.59
		Total for Check:		**104329**	**$1,325.59**
JACOBSEN, BRIAN					
195789	REFUND		141736		$192.00
		Total for Check:		**104330**	**$192.00**
JOHN NERI CONSTRUCTION IN					
195850	2015 RESURFACING PROJECT		PAY REQUEST #6		$54,246.50
195850	2015 RESURFACING PROJECT		PAY REQUEST #6		$70,602.14
195850	2015 RESURFACING PROJECT		PAY REQUEST #6		$83,972.25
		Total for Check:		**104331**	**$208,820.89**
KALMAN, LES					
195562	CONT BD 303 THE LANE		22354		$5,000.00
		Total for Check:		**104332**	**$5,000.00**
KEEVIL, KEVIN M					
195563	CONT BD 20 CHARLESTON		22665		$2,000.00
		Total for Check:		**104333**	**$2,000.00**
KIEFT BROS INC					
195818	CATCH BASIN PARTS		214118		$161.87
195819	CATCH BASIN PARTS		214608		$436.63
		Total for Check:		**104334**	**$598.50**
KIENINGER, IAN					
195575	REFUND		141715		$185.00
		Total for Check:		**104335**	**$185.00**
KILLPACK, DAVID					
195564	CONT BD 620 WOODSIDE		22369		$10,000.00
		Total for Check:		**104336**	**$10,000.00**
KILLPACK, DAVID					
195565	ST MGMT BD 620 WOODSIDE		22368		$3,000.00
		Total for Check:		**104337**	**$3,000.00**
KLEIN,THORPE,JENKINS LTD					
195517	LEGAL FEES - OCT		179192/203		$23,653.91

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER		AMOUNT PAID
	Total for Check:		**104338**	**$23,653.91**
KLEINKE, KENNETH				
195843	KLM REFUND EN 151107	22206		$500.00
	Total for Check:		**104339**	**$500.00**
KROESCHELL SERVICE, INC				
195479	CLEAN STEAM TRAPS - VH	53693		$1,160.00
195480	BOILER SERVICE	53694		$870.00
	Total for Check:		**104340**	**$2,030.00**
L A FASTENERS				
195824	NUTS AND BOLTS	1-84143		$53.98
	Total for Check:		**104341**	**$53.98**
LAGA, LAURIE				
195567	CONT BD 319 E 59TH ST	22990		$500.00
	Total for Check:		**104342**	**$500.00**
LAMANTIA DESIGN & CONST				
195566	CONT BD 737 S GRANT	22878		$4,500.00
	Total for Check:		**104343**	**$4,500.00**
LUPESCU, BIANCA				
195571	REFUND	141619		$152.00
	Total for Check:		**104344**	**$152.00**
MARATHON SPORTSWEAR				
195451	SHIRTS	156434		$85.80
	Total for Check:		**104345**	**$85.80**
MAX WELDING INC				
195756	REPAIR CBD FENCING	2646		$235.00
195813	REPAIR CBD FENCING	2646		$1,660.00
	Total for Check:		**104346**	**$1,895.00**
MCCANN INDUSTRIES, INC				
195614	LEAK REPAIR	07199703		$1,428.38
	Total for Check:		**104347**	**$1,428.38**
MCELROY, GRANT				
195805	TUITION REIMBURSEMENT	10292015		$1,156.00
	Total for Check:		**104348**	**$1,156.00**
MCNAUGHTON BROS				
195839	ST MGMT BD 311 RAVINE RD	22544		$3,000.00
	Total for Check:		**104349**	**$3,000.00**
MCNAUGHTON BROTHERS				
195856	CONT BD 311 RAVINE RD	22543		$10,000.00
	Total for Check:		**104350**	**$10,000.00**
MEKHAIL, MARIAN				
195848	KLM REFUND EN 151101	22804		$250.00
	Total for Check:		**104351**	**$250.00**
MEZIERE, MICHELLE				
195568	CONT BD 26 S THURLOW	23082		$500.00
	Total for Check:		**104352**	**$500.00**

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER		AMOUNT PAID
MICHAEL ABRAHAM				
195572	V-01-2014 330 CHESTNUT	11112015		$106.00
	Total for Check:		**104353**	**$106.00**
MIDCO				
195863	LOCKER ROOM KEY FOB LOCK	299730		$1,858.24
	Total for Check:		**104354**	**$1,858.24**
MOAWAD, JOSEPH				
195845	KLM REFUND EN 151128	22797		$150.00
	Total for Check:		**104355**	**$150.00**
MONELLE, FELIXIA				
195847	KLM REFUND EN 151114	22811		$250.00
	Total for Check:		**104356**	**$250.00**
MOTOROLA SOLUTIONS				
195465	MONTHLY CHARGES - NOV	205009262015		$34.00
	Total for Check:		**104357**	**$34.00**
MUNICIPAL EMERGENCY				
195481	THERMAL CAMERA BATTERIES	00685668_SNV		$750.00
	Total for Check:		**104358**	**$750.00**
MURRAY & TRETTEL INC				
195513	WEATHER SERVICE	1115-05		$2,175.00
	Total for Check:		**104359**	**$2,175.00**
NAPA AUTO PARTS				
195677	FILTERS	403731		$32.18
195677	FILTERS	403731		$16.58
195677	FILTERS	403731		$134.14
195677	FILTERS	403731		$36.87
195677	FILTERS	403731		$7.68
195677	FILTERS	403731		$201.46
195678	AIR FILTERS	404087		$36.44
195679	SOCKETS	404521		$37.79
195861	TRUCK SOAP AND RAIN X	405163		$30.95
	Total for Check:		**104360**	**$534.09**
NATIONAL SAFETY COUNCIL				
195459	INSTRUCTOR CERTIFICATION	INV-1366165		$110.00
	Total for Check:		**104361**	**$110.00**
NEUCO INC				
195593	KLM REPAIR	1685204		$595.08
195611	STEAM TRAP	1685205		$176.25
195792	BATHROOM EXHAUST MOTOR	1692685		$122.53
195833	EXHAUST MOTOR-ROBBINS	1653924		$124.60
195834	KLM MOTOR	1658687		$666.20-
	Total for Check:		**104362**	**$352.26**
NICOR GAS				
195501	5905 S COUNTY LINE	12952110000		$59.29
195502	KLM	06677356575		$326.53

VOUCHER	VOUCHER DESCRIPTION		INVOICE NUMBER	AMOUNT PAID
195503	ART CENTER		18117046476	$173.17
195783	121 SYMONDS		38466010006	$42.04
195783	121 SYMONDS		38466010006	$42.04
195784	YOUTH CENTER		9007790000	$125.24
		Total for Check:	**104363**	**$768.31**
NIKISCHER, RALPH				
195510	BNSF SAFETY TRAINING		PI151113100532RI	$210.00
		Total for Check:	**104364**	**$210.00**
NUCO2 INC				
195806	POOL CHEMICALS		47101946	$59.05
		Total for Check:	**104365**	**$59.05**
OAKWOOD ELECTRIC &				
195857	CONT BD 122 N MONROE		23088	$500.00
		Total for Check:	**104366**	**$500.00**
OCCUPATIONAL HEALTH CTR				
195585	LEAD TESTING		1009151023	$148.50
195586	DRUG TESTING		1008880548	$55.00
195587	PHYSICAL		1009025458	$73.50
195681	PHYSICAL		1009160606	$144.50
		Total for Check:	**104367**	**$421.50**
OXYSURE SYSTEMS, INC				
195757	AED BATTERIES AND PADS		11192015	$1,413.98
		Total for Check:	**104368**	**$1,413.98**
PATROIT PAVEMENT MAINT				
195793	CRACK SEALING		676	$30,000.00
		Total for Check:	**104369**	**$30,000.00**
PIECZYNSKI, LINDA				
195507	LEGAL		6486	$56.00
		Total for Check:	**104370**	**$56.00**
PRAXAIR DISTRIBUTION, INC				
195500	CO2		52927124	$140.59
195581	CYLINDER RENTAL		41592038	$25.15-
195799	CO2		54333569	$63.94
		Total for Check:	**104371**	**$179.38**
PREMIER LANDSCAPE				
195541	CONT BD 841 S COUNTY LINE		21970	$500.00
195542	CONT BD 129 RAVINE		21658	$500.00
195543	CONT BD 227 W HICKORY		22435	$500.00
195544	CONT BD 717 S ELM		22033	$1,000.00
195545	CONT BD 844 S WASHINGTON		22141	$500.00
195546	CONT BD 815 S STOUGH		22263	$500.00
195547	CONT BD 122 E HICKORY		22949	$1,900.00
195548	CONT BD 720 S COUNTY LINE		21960	$1,000.00
195549	CONT BD 832 S LINCOLN		22066	$1,000.00
		Total for Check:	**104372**	**$7,400.00**

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER		AMOUNT PAID
PROGRESSIVE COMMUNICATION				
195808	BROADCAST SWITCHER	19746		$1,653.00
195808	BROADCAST SWITCHER	19746		$1,522.00
	Total for Check:		**104373**	**$3,175.00**
QUARRY MATERIALS, INC.				
195447	HOT PATCH	00056445		$294.84
195448	HOT PATCH	00056410		$648.54
195508	HOT PATCH	0056566		$377.46
195509	HOT PATCH	0005643		$207.90
195826	HOT PATCH	00056711		$248.40
	Total for Check:		**104374**	**$1,777.14**
QUICK SIGNS, INC				
195865	PARKING METER STICKERS	15625		$340.00
	Total for Check:		**104375**	**$340.00**
RAINBOW FARMS ENTERPRISES				
195608	WOODCHIP HAULING	33377		$250.00
	Total for Check:		**104376**	**$250.00**
RAY O'HERRON CO INC				
195496	UNIFORMS	1561837-IN		$17.99
195497	UNIFORMS	1561838-IN		$18.00
	Total for Check:		**104377**	**$35.99**
RED WING SHOE STORE				
195577	BOOTS	450000009259		$251.98
195665	BOOTS	450000009309		$259.98
	Total for Check:		**104378**	**$511.96**
REGIONAL TRUCK EQUIPMENT				
195676	PLOW PIVOT PINS	197790		$57.52
	Total for Check:		**104379**	**$57.52**
REILLY GREEN MOUNTAIN				
195456	COURT REPAIRS	15112		$36.50
195493	PLATFORM COURTS REPAIRS	15112		$3,680.50
	Total for Check:		**104380**	**$3,717.00**
REPUBLIC SERVICES #551				
195444	DISPOSAL SERVICES	0551-012003327		$301.86
	Total for Check:		**104381**	**$301.86**
RITTER TECHNOLOGY LLC				
195802	HYDRAULIC CRIMP FITTINGS	S33341-001		$85.24
	Total for Check:		**104382**	**$85.24**
SABA, NICHOLAS				
195788	KLM REFUND	141783		$250.00
	Total for Check:		**104383**	**$250.00**
SCAGLIONE & SONS LLC				
195494	BROOK BATHROOM REPAIR	1821461		$4,661.19
195592	BROOK PARK REPAIRS	1821461		$498.81
	Total for Check:		**104384**	**$5,160.00**

VOUCHER	VOUCHER DESCRIPTION		INVOICE NUMBER		AMOUNT PAID
SCHACKART, JENNIFER					
195599	PARKWAY TREE		1775737		$260.00
		Total for Check:		**104385**	**$260.00**
SCHWARTZ, CHRISTINE					
195573	WATER REFUND		2604525		$1,011.05
		Total for Check:		**104386**	**$1,011.05**
SECRETARY OF STATE					
195467	LICENSE PLATES		11052015		$404.00
		Total for Check:		**104387**	**$404.00**
SERVICE FORMS & GRAPHICS					
195607	TAX FORMS		154938		$133.79
		Total for Check:		**104388**	**$133.79**
SHERWIN INDUSTRIES, INC					
195512	SIGN POSTS		SS063065		$473.00
		Total for Check:		**104389**	**$473.00**
SIKICH , LLP					
195499	AUDIT FEES		233992		$10,258.00
		Total for Check:		**104390**	**$10,258.00**
SINGH, AARATHI					
195574	REFUND		141702		$154.00
		Total for Check:		**104391**	**$154.00**
SIRCHIE FINGER PRINT LABS					
195832	EVIDENCE BAGS		0231795-IN		$59.94
		Total for Check:		**104392**	**$59.94**
SKAFF FLORAL CREATIONS					
195621	KLM HOLIDAY DECORATING		1201		$985.00
		Total for Check:		**104393**	**$985.00**
SPORTS R US					
195812	INSTRUCTION		2040		$2,360.00
		Total for Check:		**104394**	**$2,360.00**
SPRINT					
195867	TELEPHONE		977740515-166		$249.84
195867	TELEPHONE		977740515-166		$40.81
195867	TELEPHONE		977740515-166		$430.75
195867	TELEPHONE		977740515-166		$328.50
195867	TELEPHONE		977740515-166		$40.81
195867	TELEPHONE		977740515-166		$40.81
195867	TELEPHONE		977740515-166		$81.63
195867	TELEPHONE		977740515-166		$85.61
195867	TELEPHONE		977740515-166		$326.51
195867	TELEPHONE		977740515-166		$81.63
195867	TELEPHONE		977740515-166		$40.81
195867	TELEPHONE		977740515-166		$408.13
		Total for Check:		**104395**	**$2,155.84**
STOMPER, SCOTT					

VOUCHER	VOUCHER DESCRIPTION		INVOICE NUMBER		AMOUNT PAID
195490	BROCHURE DESIGN		0056		$1,040.00
		Total for Check:		**104396**	**$1,040.00**
STREICHERS					
195670	BALLISTIC VESTS		I1179688		$1,887.00
195671	TRAUMA PLATES		I1179733		$179.97
		Total for Check:		**104397**	**$2,066.97**
STRYKER SALES CORP					
195579	STRETCHER STRAPS		1821698M		$311.87
		Total for Check:		**104398**	**$311.87**
SUBURBAN DOOR CHECK					
195653	WOMENS LOCKER ROOM		IN468035		$978.00
		Total for Check:		**104399**	**$978.00**
SUBURBAN LABORATORIES, IN					
195616	WATER SAMPLES		128586		$215.00
		Total for Check:		**104400**	**$215.00**
SUTRON					
195675	SOLAR PANEL MOUNT		ACR/10020482		$61.00
		Total for Check:		**104401**	**$61.00**
TARTAN BUILDERS, INC					
195570	CONT BD 408 S LINCOLN		22902		$2,500.00
		Total for Check:		**104402**	**$2,500.00**
TASER INTERNATIONAL					
195766	TASER CARTRIDGES		SI1419146		$675.88
		Total for Check:		**104403**	**$675.88**
TERRACE SUPPLY CO					
195472	TORCH CUTTING TIP		70254392		$16.35
195473	OXYGEN CYLINDERS		70257156		$68.71
195474	ACETYLENE		70254367		$110.12
195475	WELDER REPAIR		70254712		$601.15
		Total for Check:		**104404**	**$796.33**
THAMMAN, RENU					
195849	PARKWAY TREE		06062015RT		$260.00
		Total for Check:		**104405**	**$260.00**
THE HINSDALEAN					
195596	BID 1595		41270		$121.60
195768	A-35-2015		41367		$294.40
195797	PARKS SURVEY AD		22728		$640.00
		Total for Check:		**104406**	**$1,056.00**
THE LAW OFFICES OF					
195588	LEGAL		H11182015		$100.00
		Total for Check:		**104407**	**$100.00**
THE SEABEE CRUISE BOX					
195664	EARPLUGS		100820150001		$148.00
		Total for Check:		**104408**	**$148.00**
THIRD MILLENIUM					

VOUCHER	VOUCHER DESCRIPTION		INVOICE NUMBER		AMOUNT PAID
195506	UTILITY BILLING-NOV		18771		$1,089.28
		Total for Check:		**104409**	**$1,089.28**
THOMPSON ELEVATOR INSPEC					
195491	INSPECTION		15-3440		$100.00
		Total for Check:		**104410**	**$100.00**
THOMSON REUTERS WEST					
195464	INFORMATION CHARGES-OCT		832831061		$165.98
		Total for Check:		**104411**	**$165.98**
TIMBER RESOURCES					
195781	SAFETY TRAINING		I810		$1,583.90
		Total for Check:		**104412**	**$1,583.90**
TOSHIBA BUSINESS					
195458	TONER		1427178		$42.50
195487	KLM COPIER		12312186		$96.80
		Total for Check:		**104413**	**$139.30**
TPI BLDG CODE CONSULTANT					
195866	INSPECTIONS		2015-11		$4,092.00
		Total for Check:		**104414**	**$4,092.00**
TRAFFIC CONTROL & PROTECT					
195511	STREET SIGN PARTS		85006		$655.70
195830	SIGN HARDWARE		85096		$171.75
		Total for Check:		**104415**	**$827.45**
TRESSLER, LLP					
195601	LEGAL		365194		$1,545.00
195602	LEGAL		365195		$1,756.50
		Total for Check:		**104416**	**$3,301.50**
TWIN SUPPLIES LTD					
195603	KLM LED BULBS		16674		$2,880.00
195603	KLM LED BULBS		16674		$1,297.00
		Total for Check:		**104417**	**$4,177.00**
U S POSTAL SERVICE					
195798	PERMIT 19		12012015		$500.00
		Total for Check:		**104418**	**$500.00**
UNITED STATES POSTAL SVC					
195651	MAILING MACHINE POSTAGE		11232015		$3,000.00
		Total for Check:		**104419**	**$3,000.00**
US GAS					
195800	OXYGEN		248002		$102.74
		Total for Check:		**104420**	**$102.74**
VERMILLION, ANGIE					
195841	KLM REFUND EN 160910		22810		$450.00
		Total for Check:		**104421**	**$450.00**
VILLAGE OF HINSDALE-POLIC					
195672	PETTY CASH		11202015		$16.00
195672	PETTY CASH		11202015		$33.67

VOUCHER	VOUCHER DESCRIPTION		INVOICE NUMBER		AMOUNT PAID
195672	PETTY CASH		11202015		$147.00
195672	PETTY CASH		11202015		$10.00
195672	PETTY CASH		11202015		$219.68
195672	PETTY CASH		11202015		$30.00
		Total for Check:		**104422**	**$456.35**
VILLAGE OF LEMONT					
195655	RANGE FEES - SEPT		2016-00000019		$150.00
		Total for Check:		**104423**	**$150.00**
WAGEWORKS					
195505	FSA MONTHLY ADM FEES		125AI0429128		$18.00
195505	FSA MONTHLY ADM FEES		125AI0429128		$30.00
195505	FSA MONTHLY ADM FEES		125AI0429128		$24.00
195505	FSA MONTHLY ADM FEES		125AI0429128		$12.00
195505	FSA MONTHLY ADM FEES		125AI0429128		$12.00
195505	FSA MONTHLY ADM FEES		125AI0429128		$6.00
195505	FSA MONTHLY ADM FEES		125AI0429128		$12.00
		Total for Check:		**104424**	**$114.00**
WAREHOUSE DIRECT INC					
195486	PAPER SUPPLIES		2875278-0		$246.89
195495	OFFICE SUPPLIES		2877271-0		$66.23
195516	OFFICE SUPPLIES		2884220-0		$35.35
195597	HOLIDAY EXPRESS SUPPLIES		2885803-0		$53.55
195657	OFFICE SUPPLIES		2885806-0		$16.51
195658	OFFICE SUPPLIES		2885806-1		$15.79
195659	OFFICE SUPPLIES		2886259-0		$12.59
195660	OFFICE SUPPLIES		2891507-0		$269.68
195759	TONER		2886401-0		$66.90
195760	OFFICE SUPPLIES		2894704-0		$59.90
195801	OFFICE SUPPLIES		2898062-0		$93.01
195810	OFFICE SUPPLIES		2886797-0		$116.71
195811	PAPER SUPPLIES		2890341-0		$100.52
195822	OFFICE SUPPLIES		2896711-0		$89.08
195823	OFFICE SUPPLIES		2895906-0		$32.59
		Total for Check:		**104425**	**$1,275.30**
WARREN OIL COMPANY					
195680	FUEL		I0943553		$5,228.12
195773	FUEL		I0943991		$10,816.70
		Total for Check:		**104426**	**$16,044.82**
WASTEBUILT					
195755	AIR SOLENOID		3002705		$107.07
		Total for Check:		**104427**	**$107.07**
WATSON, SHELLY					
195840	CONT BD 622 N LINCOLN		22661		$1,000.00
		Total for Check:		**104428**	**$1,000.00**
WESCO ENGLEWOOD					

VOUCHER	VOUCHER DESCRIPTION		INVOICE NUMBER		AMOUNT PAID
195860	CHESTNUT LOT BULBS		533443		$48.84
		Total for Check:		**104429**	**$48.84**
WEST CENTRAL MUNICIPAL					
195613	TREE PLANTING		0006250-IN		$8,805.00
195613	TREE PLANTING		0006250-IN		$4,538.00
		Total for Check:		**104430**	**$13,343.00**
WILLOWBROOK/BURR RIDGE					
195485	CHAMBER MEMBERSHIP-2016		11012015		$195.00
		Total for Check:		**104431**	**$195.00**
WORLD WINDOW CLEANING					
195455	WINDOW CLEANING		44877		$287.00
		Total for Check:		**104432**	**$287.00**
ZEE MEDICAL					
195462	MEDICAL SUPPLIES		0100035231		$52.84
		Total for Check:		**104433**	**$52.84**
ILCMA					
195761	JOB AD		267		$50.00
		Total for Check:		**104434**	**$50.00**
			REPORT TOTAL		**$792,416.17**

7b-9
December 8, 2015

REQUEST FOR BOARD ACTION

AGENDA SECTION NUMBER Consent Agenda – ACA	ORIGINATING DEPARTMENT Administration
ITEM Approval of adjustments to various fees administered by the Village	**APPROVED** Kathleen Gargano, Village Manager Darrell Langlois, Assistant Vlg. Mgr./Finance Director Brad Bloom, Chief of Police Rick Ronovsky, Fire Chief Emily Wagner, Administration Manager

On October 19, the Village Board met as a Committee of the Whole and reviewed Village Staff's recommendations regarding various adjustments to fees administered by the Village. A summary of the proposed fee changes is included in the attached table.

Also attached please find the following draft ordinances that reflect the discussion and approvals made by the Village Board. Each of the proposed ordinances has a memo that provides the background related to the establishment and/or adjustment of the license or fee, which is also included for reference.

The following agenda items are all related to adjustments to fees and licenses:

7b-Approve an Ordinance Amending Various Sections of the Village Code of Hinsdale Relative to Business Licensing and Registration Requirements and Late Fees

7c-Approve an Ordinance Amending Section 6-1-4 (License Fees) of the Village Code of Hinsdale Relative to Vehicle License Fees

7d-Approve an Ordinance Amending Section 6-7-3, Parking Restrictions; Metered Spaces, of the Village Code of Hinsdale

7e-Approve an Ordinance Amending Title 9 (Building Regulations), Chapter 9 (Fire Code), Section 9-9-2 (Amendments, Revisions and Changes) Relative to Fire Inspection Fees

7f-Approve an Ordinance Amending Title 4 (Health and Sanitation), Chapter 1 (General Health Regulations), Section 4-1-9 (Ambulance and Life Support Service Fees)

7g-Approve an Ordinance Amending Section 5-5-4, False Alarms, of the Village Code of Hinsdale

MOTION: Approve ordinances listed as Agenda items 7b though 7g, which relate to the adjustment of certain fees imposed by the Village to recoup the costs of providing services.

Approval	Approval	Approval	Approval	Manager's Approval

BOARD ACTION:
The Village Board sitting as a Committee of the Whole reviewed the proposed fee changes and revisions at its October 19 meeting. The Board approved the recommendations contained in the attached proposed ordinances.

At the Village Board Meeting of November 17, 2015, the Board approved all fee adjustments to be moved to the Consent Agenda for the subsequent meeting.

Agenda Item	Code Section	Description	Current	Proposed
7b	**3-1-2 License Required**	3-1-2A License Required	Business license required for home occupations	Eliminate requirement
7b	**3-1-16 License Fee**	3-1-16B Late Fee	$0	$20 late fee after 30 days late
7b	**3-1-17 Annual Business Registration Required**	3-1-17 Annual Business Registration Required	Registration required for home occupations	Eliminate requirement
7b	**3-1-20 Annual Registration Fee**	3-1-20B Late Fee	$0	$20 late fee after 30 days late
7c	**6-1-4 License Fee Relative to Vehicle License Fees**	6-1-4 License Fees-Motor bicycle, motorcycle and moped	$15	$20
7c		Motor vehicle	$30	$40
7c		Motor Trucks – Class B	$45	$55
7c		Motor Trucks – Higher than Class B	$60	$100
7c		6-1-4E Reduced fee for college students and military personnel	Discounted to $10	Eliminated discount
7c		6-1-4F Reduced Fee for Governmental, Charitable or Religious vehicles	Discounted to $10	Eliminated discount
7d	**6-7-3 Parking Restrictions; Metered Spaces**	6-7-3D Section 2 Expired Meters	$5 (w/in 30 days) $10 (31-60 days) $15 (61-75 days) $75 (75 days +)	$8 (w/in 30 days) $15 (31-60 days) $25 (61-75 days) $75 (75 days +)
7e	**9-9-2 Fire Inspection Fees**	9-9-2 Section 1	Business 0-5,000 $100 5,001-10,000 $150 10,001+ $200 Assembly 0-5,000 $100 5,001-10,000 $100 10,001+ $100 Institutional 0-5,000 $100 5,001-10,000 $200 10,001+ $350 Educational 0-5,000 $100 5,001-10,000 $200 10,001+ $200 Residential R1,R2,R3 0-5,000 $100 5,001-10,000 $200 10,001+ $350	Business 0-5,000 $105 5,001-10,000 $155 10,001+ $210 Assembly 0-5,000 $105 5,001-10,000 $105 10,001+ $105 Institutional 0-5,000 $105 5,001-10,000 $210 10,001+ $365 Educational 0-5,000 $105 5,001-10,000 $210 10,001+ $210 Residential R1,R2,R3 0-5,000 $105 5,001-10,000 $210 10,001+ $365

Agenda Item	Code Section	Description	Current	Proposed
7f	**4-1-9 Ambulance and Life Support Service Fees**	4-1-9B Ambulance Service Fees	Resident BLS $550 ALS-1 $650 ALS-2 $800 Mileage $10/mi Extrication $0 ALS refusal $450 Nonresident BLS $800 ALS-1 $1,000 ALS-2 $1,200 Mileage $25/mi Extrication $400 ALS refusal $650	Resident BLS $750 ALS-1 $850 ALS-2 $1,000 Mileage $10/mi Extrication $0 ALS refusal $650 Nonresident BLS $900 ALS-1 $1,100 ALS-2 $1,300 Mileage $25/mi Extrication $450 ALS refusal $750
7f		4-1-9C Nonresident Vehicle Fire	$90 per hour for vehicle/equipment use and $30 per hour and per person for personnel, with a one hour minimum.	$450
7f		4-1-9D Fee for Services Provided in Conjunction with Helicopter Transport	$400	$450
7g	**5-5-4 False Alarms**	5-5-4B Payment for False Alarms	Burglar Alarm: Residential: $75 Commercial: $100 Fire alarm: Residential: $150 Commercial: $250	Burglar Alarm: Residential: $100 Commercial: $125 Fire alarm: Residential: $200 Commercial: $300

16

VILLAGE OF HINSDALE

ORDINANCE NO. _____

AN ORDINANCE AMENDING VARIOUS SECTIONS OF THE VILLAGE CODE OF HINSDALE RELATIVE TO BUSINESS LICENSING AND REGISTRATION REQUIREMENTS AND LATE FEES

WHEREAS, the President and Board of Trustees of the Village of Hinsdale, having noted that failures of businesses to obtain business licenses or to register with the Village when required to be licensed or registered under the Village Code result in inequities and increased administrative burdens on the Village, find and determine that the imposition of a late fee for businesses failing to obtain licenses or to register in a timely manner are necessary and in the best interests of the health, welfare, and safety of the residents, property owners and the businesses of the Village.

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

SECTION 1: Recitals. The foregoing recitals are incorporated into this Ordinance by this reference.

SECTION 2: Title 3 (Business and License Regulation), Chapter 1 (Business Licensing and Registration), Section 2 (License Required) is hereby amended by amending subsection (A) (License Required; Exceptions) as follows:

"A. License Required; Exceptions: It shall be unlawful for any person to conduct, engage in, maintain, operate, carry on, or manage in any way any business or activity, or occupation, for any period of time and at any time, without first obtaining a license for the business, activity, or occupation, and paying the required fee. This license requirement shall not apply to the following businesses, activities, or occupations:

Accountants, architects, attorneys, barbers and cosmetologists, business schools, dentists, doctors, home occupations, as defined in Section 9-102.B. of the Hinsdale Zoning Code, home daycare operators, insurance brokers, land surveyors, lie detector operators, optometrists, pharmacists, physical therapists, podiatrists, professional engineers, psychologists, real estate brokers, shorthand reporters, social workers, structural engineers, veterinarians, water well contractors, and such others as are exempted by operation of state law."

SECTION 3: Title 3 (Business and License Regulation), Chapter 1 (Business Licensing and Registration), Section 16 (License Fee) is hereby amended to read in its entirety as follows:

"3-1-16: LICENSE FEE:

A. The fee for a license issued pursuant to this chapter shall be seventy-five dollars ($75.00) each year.

B. A late fee of $20.00 per month, or portion of a month, shall be imposed commencing thirty (30) days following the date by which a business was required to be licensed. The late fee shall be in addition to the base license fee and any fine or other penalty imposed for failing to obtain a required license."

SECTION 4: Title 3 (Business and License Regulation), Chapter 1 (Business Licensing and Registration), Section 17 (Annual Business Registration Required) is hereby amended to read in its entirety as follows:

"3-1-17: ANNUAL BUSINESS REGISTRATION REQUIRED:

Every business, activity, and occupation not required to be licensed pursuant to the provisions of this chapter shall register annually with the village manager in the manner, and at the times, prescribed herein. Registration is not required for home occupations, as defined in Section 9-102.B. of the Hinsdale Zoning Code."

SECTION 5: Title 3 (Business and License Regulation), Chapter 1 (Business Licensing and Registration), Section 20 (Annual Registration Fee) is hereby amended to read in its entirety as follows:

"3-1-20: ANNUAL REGISTRATION FEE:

A. A business registration application fee of seventy-five dollars ($75.00) shall be paid at the time of submittal of the application. Any business that commences initial operations after January 1 of a year shall be required to pay the full fee of seventy-five dollars ($75.00) required by this section regardless of when it submits its business registration application to the village.

B. A late fee of $20.00 per month, or portion of a month, shall be imposed commencing thirty (30) days following the date by which a business was required to be registered. The late fee shall be in addition to the base registration fee and any fine or penalty imposed for failing to register."

SECTION 6: All ordinances, or parts of ordinances, in conflict with the provisions of this Ordinance, to the extent of such conflict, are repealed.

SECTION 7: Each section, paragraph, clause and provision of this Ordinance is separable and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision.

SECTION 8: Except as to the Code provisions set forth above in this Ordinance, all Chapters and Sections of the Village Code of the Village of Hinsdale, as amended, shall remain in full force and effect.

SECTION 9: This Ordinance shall be in full force and effect from and after its adoption, approval, and publication in pamphlet form as provided by law.

PASSED this _____ day of _____ 2015.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this _____ day of _____, 2015, and attested to by the Village Clerk this same day.

_____
Thomas K. Cauley, Jr., Village President

ATTEST:

_____
Christine M. Bruton, Village Clerk

This Ordinance was published by me in pamphlet form on the _____ day of _____, 2015.

_____
Christine M. Bruton, Village Clerk

Village of Hinsdale **Memorandum**

To: **President Cauley and Village Board of Trustees**

From: **Emily Wagner, Administration Manager**

CC: **Kathleen Gargano, Village Manager**

Date: **November 17, 2015**

Subject: **Business License & Registration (Section 3 of Village Code)**

Update: Based on feedback received from the Village Board at the October 19 Committee of the Whole meeting, the Village's business license/registration fee will stay at $75 annually. A late fee of $20/month will be implemented to incentivize businesses that are not in compliance with the Village Code.

Attached please find the results of a business license and registration community survey. Communities were selected that staff believes have a similar business community and demographic profile. The goal from this review is to implement any improvements in advance of sending out business license packets effective January 1, 2016, through December 31, 2016.

For the purposes of this memo, licensing refers to the process when the Village collects a fee and information from businesses that are not registered by the state of Illinois (e.g. retailers, restaurants). Registration refers to the process when the Village collects a fee and information for businesses that are registered by the state of Illinois (e.g. dentists, doctors, veterinarians).

The overall purpose of licensing and registering businesses in the Village is to use this as an enforcement tool if a business is not compliant with Village rules/regulations.

There are several items which we are asking the Village Board to consider:

1. Licensing & registration of home-based businesses

Recommendation: Do not license nor register home-based businesses

Presently, our Village code is silent on whether we license or register home-based businesses with the exception of home-based daycare operators, which our code says we do not license, only register. However, in the absence of clear language, the past practice has been to license or register home-based businesses. Going forward, this language needs to be clarified in order to properly explain that we do not license nor register home-based businesses.

The attached survey demonstrates that only Clarendon Hills licenses home-based businesses. Western Springs requires registration only. The remaining communities do not license nor register home-based businesses. Since these home-based uses are secondary to the primary use of the structure, most communities do not find it necessary to regulate these businesses. Plus, it is difficult to enforce this license/registration and identify a home-based business.

2. Licensing of religious institutions

Recommendation: Licensing religious institutions and churches free of charge

Presently, our Village Code is silent on whether we license or register religious institutions. However, past Village practice includes licensing of religious institutions. The other communities we surveyed did not require religious institutions to license or register for a business license. For record-keeping purposes, we would recommend licensing religious institutions free of charge.

3. Types of business license classifications/fees

Based on feedback from the Village Board at the October 19 Committee of the Whole meeting, the licensing/registration fee will stay at $75; the Village will implement a late fee of $20/month

According to the survey, some communities charge a different fee for different types of businesses, whereas others utilize a flat fee. The Village of Hinsdale currently utilizes a flat fee of $75 for each business. With regard to ease of administration for the Village and the applicant, it is recommended that we continue with one flat fee.

An issue that the Village had this year with our business registration program is a lack of compliance. Staff estimates that there are about 100 businesses for which we have contacted initially at the start of the calendar year, but have not complied with our code. There are likely other businesses that are operating for which we do not have a license.

One recommendation to seek greater compliance is to charge a late fee to incentivize people to pay on time. This late fee, recommended at $20/month, would cover the work required by staff to follow up with businesses. With regard to timeline, the Village sends out business license registration information at the end of the calendar year. A recommendation would be to impose a late fee on businesses that are not registered by the last business day of the month of February in the following calendar year. That provides the business owner with several months to comply. Notifications will be sent to those business owners prior to adding the late fee.

The current code also includes a penalty for not paying a business license that ranges between $50-$750 per day for those who do not comply with this ordinance. Typically, this section of the ordinance has not been enforced. Should the Village decide to implement penalty enforcement, the topic of staff time and responsibility should be determined.

4. Application Revisions

Currently, the Village's application fee does not ask the applicant to specify whether it is a home-based business. Our goal is to revise this application for CY 2016 in order to streamline operations and ease of use for the applicant.

Last updated 6/12/2015

9/20/2015

Business License Community Survey

Community	License Required of Home Occupations?	Fee	Registration Required?	Business License Classes	Specific Classes	Fee	Home Rule vs Non Home Rule
Hinsdale	Yes/No (footnote explains which businesses don't require a license)	n/a	Yes	Provides list of those who are exempt from licenses	Includes all businesses except those listed in footnote	$75 for all businesses	N HR
Burr Ridge	No	n/a	No	Just requires a CO	n/a	CO is $50	N HR
Clarendon Hills	Yes	$26.40/ year	Yes	Basic business + specialty classes			N HR
					Basic business (under 1k sq ft)	*$53.80*	
					Basic business (1k-5k sq ft)	*$75.10*	
					Basic business (over 5k sq ft)	*$118.80*	
					Hotels/motels	*$123.80 plus $22.30 per room per year*	
					Building contractors	*$53.80*	
					Landscaping/ snow removal	*$53.80*	
Glencoe	No	n/a	No	Basic business + specialty classes			N HR
					Advertising	*$30*	
					Bakery	*$45*	
					Barber/Beauty Salon	*$30*	
					Drain Layer	*$30*	
					Dry Cleaners	*$60*	
					Dry Cleaning Outlet	*$25*	
					Electrical Contractor	*$30*	
					Florist	*$40*	
					General Business/ Retail	*$30*	
					Grocery Store	*$60*	
					Ice Cream Shop	*$45*	
					Milk Dealer	*$40*	
					Restaurant (sit down)	*$90*	
					Restaurant (carry out)	*$80*	
					Scavenger	*$250*	
					Service Station	*$125*	
					Tobacco	*$25*	
Highland Park	No	n/a	No	Basic business + specialty classes	Includes all except home based businesses	$35 for annual business license - $150 for letter of intent to occupy	HR
					Restaurant License	*$100-$200*	
					Food Service License	*$100*	
					Tobacco License	*$500*	

Community	License Required of Home Occupations?	Fee	Registration Required?	Business License Classes	Specific Classes	Fee	Home Rule vs Non Home Rule
Oak Brook	No	n/a	No	Business licenses are not required or issued by the Village	n/a	n/a	N HR
Western Springs	Permit required	no	Yes - Form to be completed	All businesses in same category	One specialty license	$75 for all businesses	N HR
					Tobacco	*$125*	
Wilmette	No	n/a	No	Business licenses based on square footage + specialty classes	Specialty licenses are an additional fee	Fees are based on square footage: $80-$235	HR
					Food Handler 1	*$435*	
					Food Handler 2	*$305*	
					Food Handler 3	*$175*	
					24-hour License	*$50*	
					Gasoline Station	*$50*	
					Tobacco License	*$50*	
Winnetka	No - a certificate of occupancy handled through Zoning Administrator	n/a	Just the CO	The Village does not require a business license filing	Specialty licenses are an additional fee		HR
					Food dealer	*$25*	
					Restaurant	*$35-$75*	
					Service Station	*$50*	
					Secondhand Dealer	*$25*	
					Going out of business sale	*$5*	

7C

VILLAGE OF HINSDALE

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 6-1-4 (LICENSE FEES) OF THE VILLAGE CODE OF HINSDALE RELATIVE TO VEHICLE LICENSE FEES

WHEREAS, the President and Board of Trustees of the Village of Hinsdale, having noted that vehicle license fees have not been comprehensively reviewed and increased since 2006, and that costs related to review, processing and administration of vehicle license applications have increased since such time, find and determine that increases in certain vehicle license fees are necessary and in the best interests of the health, welfare, and safety of the residents, property owners and the businesses of the Village.

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

SECTION 1: Recitals. The foregoing recitals are incorporated into this Ordinance by this reference.

SECTION 2: Title 6 (Motor Vehicles and Traffic), Chapter 1 (Vehicle Licenses), Section 4 (License Fees) is hereby amended to read in its entirety as follows:

"6-1-4: LICENSE FEES:

A. Fees: Subject to the other provisions ~~of subsections C, D, E, F, G and I~~ of this section, the fees to be paid annually to the finance director for vehicle licenses shall be as follows:

1.	Motor bicycle, motorcycle, and motorized pedal cycle (moped)		$20.00 ~~15.00~~
2.	Motor vehicles, including recreational vehicles (except motor trucks and other motor driven vehicles governed by subsection A3 of this section)		40.00 ~~30.00~~
3.	Motor trucks, motor driven commercial vehicles, and motor vehicles used for public hire:		
	a.	Class B License Plate ~~Gross weight of 8,000 pounds or less (including weight of truck or vehicle with maximum load)~~	55.00 ~~45.00~~
	b.	Higher than Class B License Plate ~~Gross weight of more than 8,000 pounds (including weight of truck or vehicle with maximum load)~~	100.00 ~~60.00~~

~~For the purpose of this subsection A, the horsepower, weight, and maximum load of all vehicles shall be determined by the state licensing classification of such vehicle.~~

B. Time For Purchase; Term: Except as otherwise specifically provided, all licenses issued pursuant to the provisions of this chapter shall be purchased between March 1 and April 30 of each calendar year, or within ten (10) days after the purchase of any motor vehicle purchased after April 20 of any calendar year. All such licenses shall expire on April 30 of the year following the year of issuance.

C. Senior Citizen Fee: For a vehicle licensed pursuant to subsection A2 of this section and owned by a citizen sixty-five (65) years of age or older, the license fee shall be fifty percent (50%) of the fee otherwise applicable, provided:

1. The vehicle is registered in the name of such citizen; and

2. Such citizen has a valid driver's license; and

3. Such citizen provides competent evidence that he or she is a resident of the village.

Only one reduced fee license shall be issued to any such citizen.

D. Reduced Fee For Late Purchase: For the remainder of the first year after purchase, the license fee shall be fifty percent (50%) of the fee otherwise applicable for any vehicle purchased, or for any residency or situs established, after October 31 of any year. The full license fee shall be paid for every subsequent license.

~~E. Reduced Fee For Certain College Students And Military Personnel: For any vehicle registered to a college student or a member of the military and garaged in Hinsdale less than a total of six (6) months during the license year, the license fee shall be ten dollars ($10.00) per year. Any applicant for such a reduced fee shall, by affidavit, offer competent evidence of his or her eligibility for such a reduced fee.~~

~~F. Reduced Fee For Governmental, Charitable, Or Religious Vehicles: For any vehicle registered to any governmental, charitable, or religious organization, as defined in section 3-808 of the Illinois vehicle code, the license fee shall be ten dollars ($10.00) per year.~~

E~~G~~. Exception For Vehicles Licensed In Another Municipality: No license shall be required under this chapter until April 30 of the calendar year following the calendar year of establishment of residency or situs in the village for any vehicle for which a license was obtained from another municipality while the owner of such vehicle was a resident of such other municipality.

F~~H~~. Limitation On Application Of Reduced Fees: No vehicle shall be eligible for a reduced fee pursuant to more than one of subsections C or D ~~through F~~ of this section.

G~~I~~. Fee For Late Application: Any person who shall fail to obtain a license as required under this section after May 1 of each year shall pay a penalty equal to an amount of twenty-five dollars ($25.00)."

SECTION 3: All ordinances, or parts of ordinances, in conflict with the provisions of this Ordinance, to the extent of such conflict, are repealed.

SECTION 4: Each section, paragraph, clause and provision of this Ordinance is separable and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision.

SECTION 5: Except as to the Code provision set forth above in this Ordinance, all Chapters and Sections of the Village Code of the Village of Hinsdale, as amended, shall remain in full force and effect.

SECTION 6: The text changes made by this Ordinance shall be in full force and effect from and after January 1, 2016, for licenses to be purchased for the year commencing on May 1, 2016, and for all subsequent years, following the adoption, approval, and publication in pamphlet form of the Ordinance as provided by law.

PASSED this _____ day of _____ 2015.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this _____ day of _____, 2015, and attested to by the Village Clerk this same day.

_____
Thomas K. Cauley, Jr., Village President

ATTEST:

_____
Christine M. Bruton, Village Clerk

This Ordinance was published by me in pamphlet form on the _____ day of _____, 2015.

_____
Christine M. Bruton, Village Clerk

Village of Hinsdale **Memorandum**

To: Kathleen Gargano, Village Manager

From: Darrell Langlois, Assistant Village Manager/Finance Director

Date: September 29, 2015

Subject: **Vehicle License Fees**

Title 6, Chapter 1 of the Village Code requires most vehicles, trucks, and motorcycles that are registered to a Hinsdale address to have a Village vehicle license. There are several different fee categories associated with this Chapter. A current listing of the various license classifications and average annual volumes are as follows:

Category	Current Fee	Annual Average #	Amount
Motor Vehicle	$30	8,153	$ 243,720.00
Motorcycle	$15	73	$ 1,087.50
Truck-Under 8,000 pounds	$45	186	$ 8,847.50
Truck-Over 8,000 pounds	$60	16	$ 930.00
Senior Citizen*	50% of fee	1,308	$ 19,736.25
Charitable	$10	30	$ 295.00
Partial Resident	$10	95	$ 950.00
Total		9,859	$ 275,566.25

* Each Senior Citizen is entitled to one vehicle license at 50% of the applicable rate

Rates for the various vehicle license categories were last adjusted in 2006. As nine years have now passed, it is appropriate to review the current rates charged for vehicle licenses.

Attached is survey data for vehicle license using data from many suburban communities. As you can see, there are 21 communities on the survey that do not require a local vehicle license. In nearly every case the communities that do not require a vehicle license are those that are large and have home-rule authority. These communities have significantly more revenue setting authority, such as the ability to impose real estate transfer taxes, home rule sales taxes, hotel taxes, and most importantly are not subject to property tax caps. As vehicles licenses tend to not be very popular, these communities generally choose other areas to raise revenue, most likely property taxes.

The survey data includes 19 communities that do in fact require a local vehicle license. You will note that 11 of the 19 communities have a base vehicle license fee that is more than the $30 fee charged to Hinsdale residents. The average rate of the 19 communities presented is $34.25.

Another factor to consider is the change in CPI since rates were last adjusted in 2006. The cumulative change in CPI-U from June 2006 until June 2015 is 14.4%. Applying this increase to the current base vehicle fee rate of $30.00 would yield $34.32.

Based on the change in CPI it appears as though at least a $5 increase in the base vehicle license rate would be warranted. However, when looking at the survey data, it appears that an increase of $10 to the a new amount of $40 might be reasonable. At this level, there would still be five communities that equal or exceed $40, and it is only slightly above six other communities who are at $35/$36 per license. It is estimated that a $10 increase would generate approximately $90,000 of additional revenue annually. A recommended fee schedule for motor vehicles at $40 and increases in other categories is as follows:

Category	Current Fee	Proposed Fee
Motor Vehicle	$30	$40
Motorcycle	$15	$20
Truck-Under 8,000 pounds	$45	$55
Truck-Over 8,000 pounds	$60	$70
Senior Citizen*	50% of fee	50% of fee
Charitable	$10	$15
Partial Resident	$10	$15

Enforcement and Collections

After May 15, the Police Department actively enforces vehicle sticker compliance in the Central Business District and in public parking lots. Otherwise, the Village utilizes voluntary compliance with regard to vehicle licenses.

Vehicle License Survey

Municipality	Passenger Car (Rate)	Trucks (Rate)	Livery (Rate)	RVs (Rate)	Buses (Rate)	Motorcycles (Rate)
Addison	$ 25.00	B - $44; D - $65; F-$90; H-$109; All others-$131	$ 25.00	$ 31.00		$ 14.00
Bensenville	$ 30.00	B= $49, CB= $5, D= $79, F=$97, H= $118, J= $138, K= $138, L= $164, M= $0, MC= $20, ML= $5, MT= $135, N= $172, OP= $30, P= $180, PS= $30, Q= $187, R= $194, S= $202, SC= $1, T= 210, TR= $2, V= $217, X= $226, Z= $233		$ 30.00		$ 20.00
Carol Stream	$ 15.00	B Plate = $20, D Plate = $34, F Plate = $56, G-Z Plate = $79			$ 10.00	$ 9.00
Clarendon Hills	$ 40.00	$50				$ 30.00
Elmhurst	$ 36.00	B Plate = $36, D Plate = $90, F Plate = $126, G-Z Plate = $180		$ 48.00		$ 18.00
Glen Ellyn	$ 25.00	B plate - $25; D plate - $35; F plate - $55; H plate - $60; J,K plate - $70; L, N, P, Q plate - $75; R, S, T plate - $80; V, X, Z plate - $100				
Glendale Heights	$ 15.00			$ 18.00		$ 12.00
Hinsdale	$ 30.00	$45 under 8,000 pounds, $60 over 8,000 pounds	$ 25.00	$ 60.00		$ 15.00
LaGrange	$ 30.00	$50 - 110		$ 40.00	$ 70.00	$ 20.00
LaGrange Park	$ 35.00					
North Riverside	$ 35.00	$ 40.00				$ 15.00
Oak Park	$ 50.00	B - $56; D - $79; F - $99; H - $119; J - $133; K - $143; L - $171		$ 45.00	$ 36.00	$ 16.00
River Forest	$ 45.00	$50 less than 5,000 pounds, $70 more than 5,000 pounds		$ 50.00		$ 25.00
Riverside	$ 90.00	$ 100.00				
Roselle	$ 35.00	$35 - 180		$ 30.00		$ 22.00
Wayne	$ 50.00	$ 100.00		$ 100.00	$ 100.00	$ 25.00
Westchester	$ 35.00	A - $55; B - $60, C - $70		$ 35.00		$ 32.00
Western Springs	$ 35.00	$ 50.00		$ 40.00		$ 35.00
Winfield	$ 14.00	$30-$139				$ 15.00
Wood Dale	$ 15.00					$ 86.00

The Following do NOT charge for Vehicle Stickers

Aurora
Bartlett
Bloomingdale
Bolingbrook
Burr Ridge
Downers Grove
Hanover Park
Itasca
Lisle
Lombard
Naperville
Oak Brook
Oakbrook Terrace
Schaumburg
Villa Park
Warrenville
West Chicago
Westmont
Wheaton
Willowbrook
Woodridge

7d

VILLAGE OF HINSDALE

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 6-7-3, PARKING RESTRICTIONS; METERED SPACES, OF THE VILLAGE CODE OF HINSDALE

WHEREAS, the President and Board of Trustees of the Village of Hinsdale have reviewed the parking fines regarding metered spaces and find it to be in the best interests of the Village to amend Section 6-7-3D.

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. Recital. The foregoing recital is incorporated herein as a finding of the President and Board of Trustees.

Section 2 Amendment to Section 6-7-3D. Section 6-7-3D titled "First 4 violations of subsection A1 of this section in any 60 day period" of the Village Code of Hinsdale shall be, and it is hereby, amended by adding thereto, the following new fine schedule [additions are shown in bold and underlined typeface and deletions are shown in overstruck typeface]:

Description Of Violation	**Section Number**	**Within 30 Days**	**31 To 60 Days**	**61 To 75 Days**	**More Than 75 Days**
Expired Meters:	6-7-3A				
* First 4 violations of subsection A1 of this section in any 60 day period		~~$ 5.00~~ **$ 8.00**	~~$ 10.00~~ **$ 15.00**	~~$15.00~~ **$ 25.00**	$ 75.00

Section 3. 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 but not earlier than January 1, 2016.

PASSED this ____ day of _____, 2015

AYES:

NAYS:

ABSENT:

APPROVED this _____ day of _____, 2015

_____
Village President

ATTEST:

_____
Village Clerk

PARKING FINES

- New Parking Enforcement Budget Program -1215 established in FY 2016 to separately track costs
- Direct costs of Parking Enforcement are $111,400 for FY 2016
- Indirect costs (cashiers, data entry clerk, management oversight, and banking fees) are estimated at $33,000 per year
- Total estimated cost of Parking Enforcement for FY 2016 is $144,400
- There were 20,151 parking citations issued for the most recent 12-month period
- Results in an average cost per citation of $7.17

PARKING FINES

- Of the 20,151 citations issued, 12,776 were for parking at an expired meter
- Of the 12,776 citations issued for parking at an expired meter, 5,157 were warning tickets or void tickets
- A fine was assessed in 7,619 instances
- The fine assessed for parking at an expired meter is only $5; this is well below the average cost of $7.17 per ticket to administer the Parking Enforcement Program
- Staff recommends increasing the fine for parking at an expired meter to $8
- Would result in about $50,000 of additional revenue annually

PARKING FINES

Violation	Current Fines	Proposed Fines
First ticket	Warning	Warning
Second and subsequent tickets	**$5**/ticket	**$8**/ticket
5+ tickets in a 60-day rolling period	$250/ticket	$250/ticket
Violation of more than 6 hours	$25/ticket	$25/ticket

7e

VILLAGE OF HINSDALE

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 9 (BUILDING REGULATIONS), CHAPTER 9 (FIRE CODE), SECTION 9-9-2 (AMENDMENTS, REVISIONS, AND CHANGES) RELATIVE TO FIRE INSPECTION FEES

WHEREAS, the Village of Hinsdale's ("Hinsdale") Fire Department provides fire and emergency medical services, including fire prevention inspections within the Village; and

WHEREAS, the President and Board of Trustees of the Village of Hinsdale have reviewed the fees for providing fire prevention inspection and re-inspection services and find it to be in the best interests of the Village to amend Section 9-9-2 of the Village Code related to Fire Inspection Fees.

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. Village Code Amended. The fee schedule for fire inspections set forth in Title 9 (Building Regulations), Chapter 9 (Fire Code), Section 9-9-2 (Amendments, Revisions, and Changes) of the Village Code of Hinsdale is amended to read in its entirety as follows; the remaining text of the Section remains unchanged:

Category	0 – 5,000 Square Feet	5,001-10,000 Square Feet	10,001 Square Feet and Above
Business	~~$100~~ $105	~~$150~~ $155	~~$200~~ $210
Assembly	~~$100~~ $105	~~$100~~ $105	~~$100~~ $105
Institutional	~~$100~~ $105	~~$200~~ $210	~~$350~~ $365
Educational	~~$100~~ $105	~~$200~~ $210	~~$200~~ $210
Residential R1,R2,R3	~~$100~~ $105	~~$200~~ $210	~~$350~~ $365
2nd Reinspection	$75	$75	$75
3rd Reinspection	$100	$100	$100

Section 2. Severability and Repeal of Inconsistent Ordinances. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance. All ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 3. 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 _____ 2015.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this _____ day of _____, 2015, and attested to by the Village Clerk this same day.

_____
Thomas K. Cauley, Jr., Village President

ATTEST:

_____
Christine M. Bruton, Village Clerk

This Ordinance was published by me in pamphlet form on the _____ day of

_____, 2015.

_____
Christine M. Bruton, Village Clerk

MISC. FIRE DEPARTMENT FEES

- Fire Department Fees and Fire Inspection Fees were last adjusted in 2010 in conjunction with the shared services agreement with Clarendon Hills
- Recommend standardizing vehicle extrication, vehicle fire and helicopter standby response fees to $450 from $400
- Recommend a range of $5 to $15 inflationary adjustment in fire inspection fee categories for occupancy in business, assembly, institutional, educational, R1, R2, R3
- Fire Department fees, fire inspection fee increases would generate approx. $3,000 annually

Village of Hinsdale **Memorandum**

To: **Kathleen A. Gargano, Village Manager**

From: **Rick Ronovsky, Fire Chief**

Date: **October 15, 2015**

Subject: **Review of Fire Department Related Service Fees**

As a follow up to reviewing our ambulance fees, there are several additional fees associated with the Fire Department service delivery that should be reviewed.

Vehicle Fire/Extrication/Helicopter Standby
With the last review and fee adjustment in 2010, the Village implemented fees for a Fire Department response for vehicle fires and vehicle extrications. In addition, there was already an existing fee in place for a response to helicopter transports and landings.

The vehicle fire/vehicle extrication fee was established for **non-residents** only. The fee for helicopter transports and landings was primarily in place for when medical helicopters landed at either Hinsdale or RML Specialty (formerly Suburban) Hospitals. When helicopters were necessary for the hospitals, they landed on hospital property at a landing site that was not approved by the Federal Aviation Administration (FAA). The FAA required fire suppression and EMS standby at unapproved sites. The helicopter fee was sent to the hospital needing the medical helicopter and covered the response of the fire suppression crew and EMS crew (engine and ambulance).

For the year 2014, there was one (1) invoice issued for a vehicle extrication. For 2015, thus far there has been one (1) vehicle extrication and three (3) vehicle fire invoices issued. Since the helistop was constructed at Adventist Hinsdale Hospital, there has not been a helicopter landing in our Village that required a Fire Department response because the helistop is FAA approved.

While we have not needed to provide a helicopter standby in recent years, I still feel that this fee should remain. Even though the likelihood of a helicopter landing is remote, the possibility does exist because both hospitals continue to be very active.

I would like to propose that all three of the aforementioned service fees have the same rate. I would also recommend a nominal increase of $50 to the existing $400 rate to accommodate an increase in both personnel and vehicle operational costs.

Below is a comparison of our current and proposed fees.

Service		Current Fee	Proposed Fee
Vehicle Fire		$90 hr – engine $30 hr per FF	$450
Vehicle Extrication		$400	$450
Helicopter Standby		$400	$450

I would also recommend that we continue to consider residents of Hinsdale and Clarendon Hills as "residents"; therefore, this increase does not affect any resident of our Villages.

By using response figures from 2014 and 2015, we would have invoiced a total of $2,250 for the five calls versus the $1,430 we actually did, resulting in an increase of $820.

Fire Prevention Fees

The last part of our fee review concerns Fire Prevention Fees. Contained in Title 9 of the Village Municipal Code are the Fire Prevention and Inspection Fees. Contained in Chapter 1 of Title 9 are several fire prevention related permit fees that are part of the plan review and administrative process. These fees are related to the plan reviews, installation, and inspection of fire suppression and fire alarm systems when buildings are being remodeled or constructed. While our Fire Prevention Bureau does the particular plan review or inspection during the construction, the fee is charged in the permit process.

Adjustment to these fees have already been included in the Building Fees discussion through the Community Development Department.

In Chapter 9 of Title 9 are fees related to conducting both annual fire inspections in the required occupancies in our Village. These fees were also adjusted in 2010, and are also included in the shared services agreement with Clarendon Hills.

After reviewing this fee structure with staff we feel that a nominal increase to the initial annual fire inspection fees would be appropriate considering our cost of personnel to conduct these inspections has increased. We did not feel an increase in the re-inspection fees is necesssary as the purpose of a reinspetion is to review violations that were found on the initial inspection and requires much less time to complete.

Current rates are as follows:

Occupancy		Up to 5000 sq ft	5001-10000 sq ft	Over 10000 sq ft
Business		$100	$150	$200
Assembly		$100	$100	$100
Institutional		$100	$200	$350
Educational		$100	$200	$200
Residential R1,R2,R3		$100	$200	$350
2nd Reinspection		$75	$75	$75
3rd Reinspection		$100	$100	$100

The proposed Fire Inspection fees are as follows – the difference is shown in green:

Occupancy		Up to 5000 sq ft	5001-10000 sq ft	Over 10000 sq ft
Business		$105 (+5)	$155 (+5)	$210 (+10)
Assembly		$105 (+5)	$105 (+5)	$105 (+5)
Institutional		$105 (+5)	$210 (+10)	$365 (+15)
Educational		$105 (+5)	$210 (+10)	$210 (+10)
Residential R1,R2,R3		$105 (+5)	$210 (+10)	$365 (+15)
2nd Reinspection		$75 ($0)	$75 ($0)	$75 ($0)
3rd Reinspection		$100 ($0)	$100 ($0)	$100 ($0)

The proposed fees calculate to a 5% increase but to avoid fractional amounts, the increase is at $100 increments.

Annually, these Fire Prevention fees currently generate an estimated $35,000. With this recommended increase, this would add an estimated $1,750.

VILLAGE OF HINSDALE

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 4 (HEALTH AND SANITATION), CHAPTER 1 (GENERAL HEALTH REGULATIONS), SECTION 4-1-9 (AMBULANCE AND LIFE SUPPORT SERVICE FEES)

WHEREAS, the Village of Hinsdale's ("Hinsdale") Fire Department provides fire and emergency medical services to Village residents and nonresidents; and

WHEREAS, the President and Board of Trustees of the Village of Hinsdale have reviewed the fees for providing ambulance and life support services and believe it is in the best interests of the Village to amend Section 4-1-9 of the Village Code related to Ambulance and Life Support Service Fees.

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. Village Code Amended. Title 4 (Health and Sanitation), Chapter 1 (General Health Regulations), Section 4-1-9 of the Village Code of Hinsdale is amended by deleting the overstricken language and adding the underlined language to read as follows:

4-1-9: AMBULANCE AND LIFE SUPPORT SERVICES FEES:

Each person receiving ambulance or life support services, or both, from the village shall pay the village fees therefor in accordance with the provisions of this section.

A. Definitions: For the purposes of this section, the following words and phrases shall have the meanings herein ascribed to them:

ALS REFUSAL: A person who has received or accepted advanced life support (ALS) services from ambulance personnel (EMT-Bs and/or paramedics), but has refused transportation by ambulance to a hospital.

NONRESIDENT: A person who is not domiciled within the village of Hinsdale or the village of Clarendon Hills.

NONRESIDENT ALS REFUSAL: All persons who are nonresidents of the village of Hinsdale or the village of Clarendon Hills who have received or accepted advanced life support services from ambulance personnel (EMT-Bs and/or paramedics), but have refused transportation by ambulance to a hospital.

NONRESIDENTS TRANSPORTED TO HOSPITAL: All persons who are nonresidents of the village of Hinsdale or the village of Clarendon Hills who are transported by a fire department operated ambulance from within the limits of the village of Hinsdale or the village of Clarendon Hills to a hospital or other authorized medical facility for medical care or attention.

PAYMENT: Payment of the ambulance service fee shall be due upon the rendering of an

invoice or statement by the village of its authorized billing and collection service corporation or agent and any policies pertaining thereto.

RESIDENT: A person who is domiciled within the village of Hinsdale or the village of Clarendon Hills.

RESIDENT ALS REFUSAL: All persons who are residents of the village of Hinsdale or the village of Clarendon Hills who have received or accepted advanced life support services from ambulance personnel (EMT-Bs and/or paramedics), but have refused transportation by ambulance to a hospital.

RESIDENTS TRANSPORTED TO HOSPITAL: All persons who are residents of the village of Hinsdale or the village of Clarendon Hills who are transported by a fire department operated ambulance from within the limits of the village of Hinsdale or the village of Clarendon Hills to a hospital or other authorized medical facility for medical care or attention.

VEHICLE EXTRICATION: When members of the fire department are required to use hydraulic, gas powered, electric powered, air powered or other specialized rescue equipment to remove a person from a vehicle or other structure.

VILLAGE: The village of Hinsdale, unless otherwise provided.

B. Ambulance Service Fees: Fees for ambulance services and prehospital care provided by the village's fire department shall be charged to the person receiving said services, or the person's estate, in accordance with the following schedule:

	Resident	Nonresident
Basic life support emergency (BLS)	~~$550.00~~ $750.00	~~$800.00~~ $900.00
Advanced life support emergency (ALS-1)	~~650.00~~ $850.00	~~1,000.00~~ 1,100.00
Advanced life support emergency (ALS-2)	~~800.00~~ 1,000.00	~~1,200.00~~ 1,300.00
Mileage (as measured from the location of the ambulance call to the hospital)	$10.00 per mile or portion thereof	$25.00 per mile or portion thereof
Vehicle extrication	$ 0.00	~~$400.00~~ $450.00
Advanced life support (ALS) refusal	~~450.00~~ 650.00	~~650.00~~ 750.00

C. Fee for Nonresident Vehicle Fire: In addition to the fees required pursuant to subsection B of this section, each person who is not a resident of the village and receives a fire department

response to extinguish a vehicle fire shall pay the village an additional service fee of four hundred and fifty dollars ($450.00). ~~ninety dollars ($90.00) per hour for vehicle/equipment use and thirty dollars ($30.00) per hour and per person for personnel. There shall be a one hour minimum charge for each of the said services.~~

D. Fee for Services Provided In Conjunction With Helicopter Transport: In addition to the fees required pursuant to subsections B and C of this section, when the village provides ambulance services to a hospital in conjunction with a helicopter transport, that hospital shall pay to the village a fee of four hundred and fifty dollars ($4~~0~~50.00) for such services.

E. Medicare Coverage: All fees shall be determined pursuant to the schedules set forth in subsections B, C and D of this section, with the exception of ambulance services provided to patients covered under the federal medicare system who shall be billed under the appropriate billing code as provided under the uniform medicare fee schedule for ambulance services, and based on the services provided and applicable mileage.

F. Third Party Insurer: All persons who receive ambulance services from the village and who have insurance coverage which provides for the payment in whole or in part of the ambulance service fee, are covered by a governmental entity program such as medicare that provides for the payment, in whole or in part, of the ambulance service fee, or who have the ability to obtain reimbursement, in whole or in part, of the ambulance service fee from a noninsurance/nongovernmental entity third party, shall upon request of the village, provide the names and addresses of said third party to the village. (The term "third party" shall mean any such insurance company, governmental entity, or other third party as referenced in the foregoing sentence.) The village shall prepare and issue to the third party an invoice for such ambulance service fee in accordance with the ambulance service fee schedule set forth above.

G. Compensation from Third Party: In the event any person who received ambulance services from the village receives compensation from a third party which is allocable to the ambulance service fee, such compensation shall be promptly forwarded by said person to the village. Under no circumstances shall any term or provision of this section adversely affect the rights of the village as set forth in the Illinois health care services lien act, 770 Illinois Compiled Statutes 23/1 et seq., as amended, or any other similar statute. (Ord. O2010-20, 4-20-2010)

Section 2. Severability and Repeal of Inconsistent Ordinances. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance. All ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 3. 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 _____ 2015.

AYES:

NAYS:

ABSENT:

APPROVED this _____ day of _____ 2015.

_____
Thomas K. Cauley, Jr., Village President

ATTEST:

_____
Christine M. Bruton, Village Clerk

Village of Hinsdale **Memorandum**

To: Kathleen A. Gargano, Village Manager

From: Darrell Langlois, Assistant Village Manager/Finance Director

Date: November 17, 2015

Subject: **Ambulance Fees**

Current Ambulance Billing Rates and Methodology

At the present time, the Village bills all users of ambulance service that involves transportation to a hospital. Ambulance fees are billed in three escalating service tiers depending on services rendered- Basic Life Support (BLS), Advanced Life Support-Level 1 (ALS-1, which is most common), and Advanced Life Support-Level 2 (ALS-2, which is very rare and involves the use of three drugs at minimum). In addition to these three tiers, the Village bills a lower amount to those users who are provided Advanced Life Support Services (ALS) but refuse transport to a local hospital. In addition to the level of service tiers, the Village also has differing resident and non-resident rates. In most cases, the Village also bills for mileage in addition to the "bundled" ambulance user fee.

It is important to note the role that Medicare plays in regards to ambulance billing and the impact it has on revenue. On an annual basis, the Center for Medicare and Medicaid Services (CMS) establishes an allowed ambulance fee schedule for those patients covered by Medicare and Medicaid. What this means is that for Medicare and Medicaid patients, the Village is only allowed to collect based on the rates established by CMS and is not allowed to balance bill patients for any remainder (other than deductibles and co-pays).

The following table illustrates the current billing structure:

	Resident	Non-Resident	Medicare
BLS	$550.00	$ 800.00	$376.13
ALS-1	$650.00	$1,000.00	$446.66
ALS-2	$800.00	$1,200.00	$646.48
ALS Refusal	$450.00	$ 650.00	N/A
Mileage rate	$10/mile	$25/mile	$7.27

Ambulance fees were last adjusted in early 2010 as part of implementing the shared services arrangement with Clarendon Hills. As part of this agreement, the two municipalities agreed to standardize ambulance billing rates and methodologies between the two villages. The eventual rates were arrived at based on a number of factors including prior rates from each village, market based fee surveys, an estimation of usual and customary charges from the insurance marketplace,

and giving an appropriate discount for residents since they already pay property taxes and other fees that are utilized to fund ambulance services.

Ambulance Fee Review

Since ambulance fees were last adjusted in 2010, it is appropriate to undertake a review of the current billing rates. Table 1, which is attached, provides a market based survey based on 24 other area fire departments. As you can see, the Village's present rates are about average, except for the ALS-1 rate for residents, which is about $110 below average. As previously mentioned, the Village does not have control in establishing rates for Medicare and Medicaid. After carving these out, this means that for 2014, the Village billed below average 26.4% of the time as there were 89 resident ALS-1 ambulance transports out of 337 total ambulance transports.

Table 2 shows ambulance transport data for calendar year 2014. After taking out the Medicare/Medicaid transports, you will see that 265 transports out 337 remaining transports were covered by insurance, or 78.6%. This percentage is even higher for residents as 82.5% were covered by insurance. While not shown on the table, it should be noted that for 2014 the Village collected approximately 85% of what was billed after adjusting for Medicare/Medicaid write-downs. This is considered an excellent collection percentage for this type of billing.

Although there is no legal limit on what the Village can charge for ambulance fees, a major consideration is to not exceed what insurance companies consider "usual and customary" so that our rates do not seem excessive. Unfortunately, usual and customary charges for ambulance billing are not widely published. Staff reviewed a number of explanation of benefits (EOBs) for insurance payments made on Hinsdale ambulance transports and did not note a single adjustment by an insurance company for fees being over usual and customary, including the higher non-resident rates. Staff also reviewed a number of EOBs for agencies that bill at rates significantly higher than Hinsdale, and again there were almost no reductions for being over usual and customary.

Hinsdale, like almost every other fire department, charges residents a significantly lower rate for ambulance fees than non-residents. The reasons for this are obvious – residents already pay property taxes and other taxes that help fund ambulance service.

After reviewing billing and insurance payment records, it is readily apparent that having significantly lower resident rates only benefits residents 6% of the time, since 94% of resident ambulance bills were covered by Medicare, Medicaid or private insurance. This means that having significantly lower resident rates predominantly benefits insurance companies, other than the impact on deductibles and co-pays, which are usually negligible. In 2014, only 26 out of 379 resident ambulance bills were paid for solely by resident individuals. In the 123 cases of resident

bills paid for by insurance, this results in not billing several hundred dollars in each case that would normally be paid for by insurance.

As previously mentioned, ambulance fees were last adjusted in 2010. It is important to note that the CPI-U has increased 10.5% since March 2010. None of this increase has been passed on to ambulance users.

Recommendation

There is no exact science in setting ambulance fee rates. Considering all of the factors noted above, staff recommends the following adjustments:

- Increase the non-resident ambulance fee rate for each category by $100 to roughly account for the 10.5% change in CPI since 2010. Based on the survey data, the non-resident rates would be above average but not excessive when compared with other fire departments. We also believe the new rates will not be considered over the standard of "usual and customary" that is considered by insurance companies.
- Increase the resident ambulance fee rate for each category by $200 to increase the revenue we receive from insurance companies but still provide a meaningful resident discount.
- Maintain the current resident/non-resident mileage rates.
- Allow staff the ability to consider adjusting individual ambulance bills in hardship cases, cases without insurance or high deductibles, and other unique situations, especially for those involving residents. At the present time the Village almost never adjusts an ambulance bill, no matter what the circumstance. Staff believes that it would be much better financially to address these types of issues with residents on a case by case basis, instead of providing a large discount to all residents that really only result in a benefit to insurance companies.

The following table shows the current and proposed fee schedule:

	Resident		Non-Resident	
	Current	Proposed	Current	Proposed
BLS	$550.00	$ 750.00	$ 800.00	$ 900.00
ALS-1	$650.00	$ 850.00	$1,000.00	$1,100.00
ALS-2	$800.00	$1,000.00	$1,200.00	$1,300.00
ALS Refusal	$450.00	$ 650.00	$ 650.00	$ 750.00
Mileage rate	$10/mile	$10/mile	$25/mile	$25/mile

Based on 2014 data, if the above fee schedule were adopted, this would result in additional billing of approximately $65,000 annually, with the amount collected likely in the $50,000 to $55,000 range. The proposed increase in fees would not have any impact on Medicare or Medicaid transports as CMS dictates how much we can bill for these patients.

Finally, as noted previously, under terms of the intergovernmental agreement with Clarendon Hills, it is desirable that Clarendon Hills also agrees to whatever fees schedule the Village proposes to implement so that both Villages are billing the same rates.

Table 2
Village of Hinsdale
Calendar Year 2014 Ambulance Transports

	BLS	ALS 1	ALS 2	Total
Resident :				
Medicare	55	157	2	214
Medicaid	7	9	0	16
Insurance	47	74	2	123
Bill Patient	11	15	0	26
Total	**120**	**255**	**4**	**379**
Non-Resident :				
Medicare	28	92	2	122
Medicaid	13	11	0	24
Insurance	53	87	2	142
Bill Patient	18	27	1	46
Total	**112**	**217**	**5**	**334**
Combined				
Medicare	83	249	4	336
Medicaid	20	20	0	40
Insurance	100	161	4	265
Bill Patient	29	42	1	72
Total	**232**	**472**	**9**	**713**
% of Total	**32.54%**	**66.20%**	**1.26%**	**100.00%**

MISC. FIRE DEPARTMENT FEES

- Fire Department Fees and Fire Inspection Fees were last adjusted in 2010 in conjunction with the shared services agreement with Clarendon Hills
- Recommend standardizing vehicle extrication, vehicle fire and helicopter standby response fees to $450 from $400
- Recommend a range of $5 to $15 inflationary adjustment in fire inspection fee categories for occupancy in business, assembly, institutional, educational, R1, R2, R3
- Fire Department fees, fire inspection fee increases would generate approx. $3,000 annually

Village of Hinsdale **Memorandum**

To: **Kathleen A. Gargano, Village Manager**

From: **Rick Ronovsky, Fire Chief**

Date: **October 15, 2015**

Subject: **Review of Fire Department Related Service Fees**

As a follow up to reviewing our ambulance fees, there are several additional fees associated with the Fire Department service delivery that should be reviewed.

Vehicle Fire/Extrication/Helicopter Standby

With the last review and fee adjustment in 2010, the Village implemented fees for a Fire Department response for vehicle fires and vehicle extrications. In addition, there was already an existing fee in place for a response to helicopter transports and landings.

The vehicle fire/vehicle extrication fee was established for **non-residents** only. The fee for helicopter transports and landings was primarily in place for when medical helicopters landed at either Hinsdale or RML Specialty (formerly Suburban) Hospitals. When helicopters were necessary for the hospitals, they landed on hospital property at a landing site that was not approved by the Federal Aviation Administration (FAA). The FAA required fire suppression and EMS standby at unapproved sites. The helicopter fee was sent to the hospital needing the medical helicopter and covered the response of the fire suppression crew and EMS crew (engine and ambulance).

For the year 2014, there was one (1) invoice issued for a vehicle extrication. For 2015, thus far there has been one (1) vehicle extrication and three (3) vehicle fire invoices issued. Since the helistop was constructed at Adventist Hinsdale Hospital, there has not been a helicopter landing in our Village that required a Fire Department response because the helistop is FAA approved.

While we have not needed to provide a helicopter standby in recent years, I still feel that this fee should remain. Even though the likelihood of a helicopter landing is remote, the possibility does exist because both hospitals continue to be very active.

I would like to propose that all three of the aforementioned service fees have the same rate. I would also recommend a nominal increase of $50 to the existing $400 rate to accommodate an increase in both personnel and vehicle operational costs.

Below is a comparison of our current and proposed fees.

Service		Current Fee	Proposed Fee
Vehicle Fire		$90 hr – engine $30 hr per FF	$450
Vehicle Extrication		$400	$450
Helicopter Standby		$400	$450

I would also recommend that we continue to consider residents of Hinsdale and Clarendon Hills as "residents"; therefore, this increase does not affect any resident of our Villages.

By using response figures from 2014 and 2015, we would have invoiced a total of $2,250 for the five calls versus the $1,430 we actually did, resulting in an increase of $820.

Fire Prevention Fees

The last part of our fee review concerns Fire Prevention Fees. Contained in Title 9 of the Village Municipal Code are the Fire Prevention and Inspection Fees. Contained in Chapter 1 of Title 9 are several fire prevention related permit fees that are part of the plan review and administrative process. These fees are related to the plan reviews, installation, and inspection of fire suppression and fire alarm systems when buildings are being remodeled or constructed. While our Fire Prevention Bureau does the particular plan review or inspection during the construction, the fee is charged in the permit process.

Adjustment to these fees have already been included in the Building Fees discussion through the Community Development Department.

In Chapter 9 of Title 9 are fees related to conducting both annual fire inspections in the required occupancies in our Village. These fees were also adjusted in 2010, and are also included in the shared services agreement with Clarendon Hills.

After reviewing this fee structure with staff we feel that a nominal increase to the initial annual fire inspection fees would be appropriate considering our cost of personnel to conduct these inspections has increased. We did not feel an increase in the re-inspection fees is necesssary as the purpose of a reinspetion is to review violations that were found on the initial inspection and requires much less time to complete.



Current rates are as follows:

Occupancy		Up to 5000 sq ft	5001-10000 sq ft	Over 10000 sq ft
Business		$100	$150	$200
Assembly		$100	$100	$100
Institutional		$100	$200	$350
Educational		$100	$200	$200
Residential R1,R2,R3		$100	$200	$350
2nd Reinspection		$75	$75	$75
3rd Reinspection		$100	$100	$100

The proposed Fire Inspection fees are as follows – the difference is shown in green:

Occupancy		Up to 5000 sq ft	5001-10000 sq ft	Over 10000 sq ft
Business		$105 (+5)	$155 (+5)	$210 (+10)
Assembly		$105 (+5)	$105 (+5)	$105 (+5)
Institutional		$105 (+5)	$210 (+10)	$365 (+15)
Educational		$105 (+5)	$210 (+10)	$210 (+10)
Residential R1,R2,R3		$105 (+5)	$210 (+10)	$365 (+15)
2nd Reinspection		$75 ($0)	$75 ($0)	$75 ($0)
3rd Reinspection		$100 ($0)	$100 ($0)	$100 ($0)

The proposed fees calculate to a 5% increase but to avoid fractional amounts, the increase is at $100 increments.

Annually, these Fire Prevention fees currently generate an estimated $35,000. With this recommended increase, this would add an estimated $1,750.

7g

VILLAGE OF HINSDALE

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 5-5-4, FALSE ALARMS, OF THE VILLAGE CODE OF HINSDALE

WHEREAS, the President and Board of Trustees of the Village of Hinsdale have reviewed the fees related to false alarms and find it to be in the best interests of the Village to amend Section 5-5-4.

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. Recital. The foregoing recital is incorporated herein as a finding of the President and Board of Trustees.

Section 2 Amendment to Section 5-5-4B. Section 5-5-4B titled "Payment for False Alarms" of the Village Code of Hinsdale shall be, and it is hereby, amended by adding thereto, the following new fine amounts [additions are shown in bold and underlined typeface and deletions are shown in overstruck typeface]:

Burglar alarm:		
	Residential	~~$ 75 .00~~ **$ 100 .00**
	Commercial	~~$ 100 .00~~ **$ 125 .00**
Fire alarm:		
	Residential	~~$ 150 .00~~ **$ 200 .00**
	Commercial	~~$ 250 .00~~ **$ 300 .00**

Section 3. 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 but not earlier than January 1, 2016.

PASSED this ____ day of _____, 2015

AYES:

NAYS:

ABSENT:

APPROVED this _____ day of _____, 2015

_____
Village President

ATTEST:

_____
Village Clerk

FALSE ALARM FEES

- The Village monitors over 2,000 automatic police and fire alarms
- There is a $20 annual fee charged for each alarm; designed to reimburse the Village of the cost alarm monitoring
- The annual registration fee was last increased from $10 to $20 in 2010
- Per Village code, the police and fire department will respond to three activated false alarms per year free of charge; false alarms in excess of three are billed at the applicable rate
- The Village collects about $13,000 to $15,000 annually from false alarm fees
- The fees associated with false alarms have not been increased since 1993
- A fee increase is recommended to recover costs of sending vehicles and staff to over 1000 false alarms annually

FALSE ALARM FEES

	Current	Proposed
Burglar Alarms		
Residential	$ 75.00	$ 100.00
Commercial	$ 100.00	$ 125.00
Fire Alarms		
Residential	$ 150.00	$ 200.00
Commercial	$ 250.00	$ 300.00

7b

DATE: November 17, 2015

REQUEST FOR BOARD ACTION

AGENDA SECTION NUMBER ACA – Consent Agenda	**ORIGINATING DEPARTMENT** Community Development
ITEM Contractor Licensing	**APPROVAL** Robb McGinnis, Director of Community Development/Building Commissioner

Staff was made aware of an interest by the Board of Trustees in the licensing of general contractors. The primary purpose of a licensing ordinance is to maintain an information database of those contractors working in the community with personal information, disposition with the Secretary of State's office where applicable, certificates of insurance, and surety bonds. It also serves as an enforcement tool in the event the Village should need to revoke a license.

Attached for the Board's consideration is a draft ordinance creating a license requirement for general contractors as defined by the ordinance. It specifically exempts homeowners contracting out their own work, along with any subcontractors. It also lays out rules and procedures for suspension and/or revocation of a license in the event the Village is forced to take such disciplinary action. Also attached is the original memo prepared for the Committee of the Whole packet for the meeting of October 19, 2015.

Staff is presently working on a mailing list and application should this ordinance be approved, and estimates that at least 150-200 licenses will be issued the first year of the program. Given the amount of staff time involved in implementation and enforcement, we are recommending an annual fee of $250 in order to help offset labor costs.

If the Board of Trustees finds that this request is justified, the following motion would be appropriate:

MOTION:
Approve an Ordinance Amending Various Sections Related to Business Licensing and Creating a New Chapter 16 (General Contractor Licensing) of Title 3 (Business License Regulations) of the Village Code of Hinsdale.

APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL

BOARD ACTION:
This item was discussed on a First Reading at the November 17, 2015 Village Board of Trustees meeting. It was recommended that the item move on to the December 8, 2015 Consent Agenda.

VILLAGE OF HINSDALE

ORDINANCE NO. _____

AN ORDINANCE AMENDING VARIOUS SECTIONS RELATED TO BUSINESS LICENSING AND CREATING A NEW CHAPTER 16 (GENERAL CONTRACTOR LICENSING) OF TITLE 3 (BUSINESS AND LICENSE REGULATIONS) OF THE VILLAGE CODE OF HINSDALE

WHEREAS, the President and Board of Trustees of the Village of Hinsdale, have previously imposed business licensing requirements on businesses, activities and occupations within the Village; and

WHEREAS, the President and Board of Trustees of the Village find and determine that revisions to the existing provisions relative to hearings and revocation of business licenses, and the enactment of additional specific provisions relative to the licensing of general contractors who perform work within the Village, is in the best interests of the health, welfare, and safety of the residents, property owners and the businesses of the Village.

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

SECTION 1: Recitals. The foregoing recitals are incorporated into this Ordinance by this reference.

SECTION 2: The last two sentences of Title 3 (Business and Licensing Regulations), Section 3-1-6 (License Eligibility) of the Village Code are amended to read in their entirety as follows:

"Under no circumstances shall a license be issued to a business holding only a post office box or mailing box within the village. Except where otherwise indicated in this code, eEach licensed or registered business must have a principal place of business and a physical presence in the village."

SECTION 3: Title 3 (Business and Licensing Regulations), Section 3-1-10: (Revocation of License) is amended to read in its entirety as follows:

~~**SECTION 3-1-10 REVOCATION OF LICENSE**~~

~~A. Revocation: The board of trustees may revoke any license for cause, after notice as provided in this chapter. The revocation of a license may be in addition to any fine or penalty that may otherwise be imposed and shall not preclude prosecution or imposition of other penalties for violation of other provisions of this code or any other applicable village code, ordinance, or regulation. If a license is revoked, then the village~~

shall notify the licensee in writing of the reasons for the revocation. Any one of the following circumstances shall constitute cause for the revocation of a license:

1. The licensee's failure to comply continuously with all conditions precedent to license approval, or the licensee's violation of any provisions of this code relating to the license, the subject matter of the license, or the licensed premises.

2. The licensee's refusal to permit any authorized inspector to take adequate samples or to make inspections, or interference with the inspector in the performance of his or her duties pursuant to section 3-1-11 of this chapter. No license shall be revoked for this cause unless written demand by the village is made on the licensee, or on the person in charge of the licensed premises, stating that the inspection or sample is desired, which demand shall be made at the time that the inspection or sample is sought.

3. A determination by the village, after investigation, that the licensee is operating or conducting a licensed business, activity, or occupation in a manner substantially adverse to the best interests of the village, village residents, or the customers or clients of the business, activity, or occupation.

4. A determination by the village, after investigation, that the licensee is operating or conducting a licensed business, activity, or occupation in such a manner as to constitute: a) a breach of peace, b) a menace to the health, safety or welfare of the public, or c) a disturbance of the peace or comfort of village residents.

5. The licensed business, activity, or occupation is conducted in violation of any applicable regulation or provision of this code or any other village code, ordinance, or regulation.

6. The licensed business, activity, or occupation is conducted in violation of any applicable state of Illinois law or administrative regulation, or the licensee has failed to obtain or retain a necessary state of Illinois license, permit, retail sales tax number, or other required approval.

7. The licensed business, activity, or occupation is conducted in violation of any applicable federal law.

8. The licensee has been convicted within the past three (3) years of a felony or has unsuccessfully defended within the past three (3) years a criminal or civil proceeding wherein the licensee was charged with fraud, misrepresentation, unscrupulous business conduct, or any felony or misdemeanor involving moral turpitude.

9. The existence of any fact or condition that, if it had existed at the time of the original application for the license, would have warranted the denial of the license application.

~~10. The licensee fails to pay any fee, fine, or penalty owing to the village. (Ord. O2005-33, 7-19-2005)~~

3-1-10: SUSPENSION AND REVOCATION.

A. Except where otherwise specifically provided for, any license issued under this Title may be suspended up to sixty (60) calendar days per incident or revoked by the Village President, or his or her designee, following notice and a hearing pursuant to this section, if it is determined that the licensee has:

1. Failed to comply continuously with all conditions of license approval; or

2. Operated the business, activity or occupation in violation of any federal, state, village or other local law, ordinance, rule or regulation relating to the license, the licensed activity or occupation, or the licensed premises; or

3. Conducted any activities directly related to business, activity or occupation, in a manner substantially adverse to the best interests of the village, village residents, or the customers or clients of the business, activity or occupation, or in such a manner as to constitute a breach of the peace or a menace to the health, safety or general welfare of the public; or

4. Maintained any licensed premises in a manner in violation of the license, the Village's property maintenance code, or of any other federal, state, village or other local law, ordinance, rule or regulation related to maintenance or condition or use of the premises; or

5. Made any false, fraudulent or misleading material statement on the application for a license, or to Village officials; or

6. Been found guilty of perpetrating a fraud upon any person, whether or not such fraud was perpetrated in the course of conducting any business in the Village; or

7. Suffered a revocation or refusal to issue or renew a license applicable to conduct of the business, activity or occupation or a substantially similar business, activity or occupation by any federal, state, municipality or licensing authority; or

8. Failed to pay any taxes, fees, penalties or fines owed to the village, including, but not limited to, bills for water or sewer or garbage service;

9. Committed an act considered home repair fraud as defined in 815 ILCS 515/3 and 5 of the Illinois Compiled Statutes; or

10. Failed to obtain or retain a necessary State of Illinois license, permit, retail sales tax number, or other required approval.

11. Refused to permit any authorized inspector to take adequate samples or to make inspections, or has interfered with any Village employee, agent or official in the performance of his or her duties, including those duties and inspections conducted pursuant to section 3-1-11 of this chapter. In order to suspend or revoke a license for cause pursuant to this section based on a refusal to permit the taking of samples or to make inspections, there must have been a written demand by the village on the licensee, or on the person in charge of the licensed premises, stating that the inspection or sample is desired, which demand shall have been made at the time the inspection or sample is sought; or

12. Been convicted of any felony as defined in Section 2-7 of the Illinois Criminal Code of 2012 (720 ILCS 5/2-7) or a misdemeanor involving moral turpitude:

B. A suspension or revocation, if ordered, shall not preclude prosecution and imposition of any other penalties provided for the violation of applicable ordinances of the village, including monetary penalties as specified elsewhere in this Code.

C. When the conduct or operation of any business, activity or occupation, whether or not licensed, shall pose a clear and present danger to the public health, safety or general welfare, the village manager, or his or her designee, shall have the authority to summarily order the cessation of business and the closing of the premises, and the suspension of any valid license or permit for a period not to exceed ten (10) calendar days. Within five (5) calendar days after he or she has so acted, the village manager or his or her designee shall call a hearing for the purpose of determining whether or not the license should be further suspended or revoked.

D. Except where otherwise specifically provided for, business licenses issued under the ordinances of the village may only be revoked or suspended after notice and hearing before the Village President or his or her designee pursuant to this Section.

1. Notice of the hearing for the suspension or revocation of a license shall be given in writing, setting forth specifically the grounds of the contemplated action and the date, time and place of the hearing. Such notice shall be personally served or sent certified mail, return receipt requested, to the licensee at the licensee's last known address listed on the most recent application for a license at least five (5) calendar days prior to the date set for hearing. The initial date for a hearing shall be no more than twenty-one (21) calendar days after notice of hearing was sent to the licensee.

2. The Village Manager, or his or her designee, shall present the Village's case. The license holder shall have the right to appear in person and be represented by legal counsel at such hearing. The licensee shall be afforded an opportunity to present evidence and cross-examine witnesses.

3. The Village President, or his or her designee, shall not be bound by common law or statutory rules of evidence or by technical or formal rules of procedure,

but shall conduct hearings in such manner as seems best calculated to result in substantial justice.

4. Following the conclusion of the hearing, the Village President, or his or her designee, shall issue a written decision and findings of fact and shall mail the same to the applicant or license holder. The written decision shall state that the applicant or license holder may seek judicial review of the decision pursuant to a writ of certiorari. The decision and findings of fact shall be mailed within seven (7) business days following the conclusion of the hearing.

5. A court reporter or other method of creating a record of proceedings will be provided by the Village for all hearings held pursuant to this Chapter. The cost associated with the court reporter and/or the preparation of a transcript of the hearing shall be the responsibility of the licensee.

6. Any person aggrieved by the action of any Village official in denying an application for a license or refusing to accept a certificate of registration shall have the right to a hearing before the Village President, or his or her designee, provided a written request is filed with the Village Clerk within ten (10) calendar days after he or she is notified that the license has been denied or the certificate of registration will not be issued. The hearing provided shall follow the procedures set forth in subsections (B) – (F) above.

7. Appeals of any final determination of the Village President or his or her designee following a hearing held pursuant to this Section may be sought by seeking a writ of certiorari from the Chancery Division of the Circuit Court of Cook County according to applicable law."

SECTION 4: Title 3 (Business and Licensing Regulations) of the Village Code of Hinsdale is amended by adding a new Chapter 16 (Contractor Licensing), to read in its entirety as follows:

"**Chapter 16**
GENERAL CONTRACTOR LICENSING

3-16-1: License Required:
3-16-2: General Contractor Defined:
3-16-3: Fees:
3-16-4: Bond:

3-16-1: License Required: It shall be unlawful for any person, firm or corporation to engage in the business of General Contractor, as defined below, within the Village without being licensed as a General Contractor in conformance with this chapter. This licensing requirement shall apply regardless of whether a General Contractor maintains a permanent physical place of business within the Village. In addition, except where

otherwise provided, all requirements relative to licenses imposed by title 3, chapter 1 shall apply to General Contractors.

3-16-2: General Contractor Defined:

A. The term General Contractor, for purposes of this chapter, means any person engaged in the business of constructing, enlarging, altering, repairing, rehabilitating, improving, removing or remodeling any building or structure whose business operations, in whole or in part, require the hiring or supervision of one or more persons from any building trade or craft, and who retains for himself or herself the control of the means, method and manner of accomplishing this desired result. The term "General Contractor" does not include any person, employed by such General Contractor to do or supervise such work. The General Contractor shall be primarily responsible for the carrying forward to completion of the work for which any permit is issued.

B. The following persons are not general contractors within the meaning of this section:

1. Any subcontractor, employee or agent working for or under the supervision of a General Contractor licensed or required to be licensed under this chapter and acting within the scope of his or her contract, employment or agency;

2. Any person who merely furnishes materials or supplies for use at a construction site without fabricating them into, or consuming them in the performance of, the work of a general contractor;

3. Any licensed architect or engineer acting within the scope of his license;

4. Any person who does general contracting work on property that constitutes his or her primary residence, if the primary residence is a single-family dwelling or a multiple-family dwelling that does not exceed three stories in height and contains six or fewer dwelling units. This exception is limited to one such property during a calendar year;

5. Any person who hires a General Contractor licensed under this chapter to do general contracting work on the person's own property;

6. Any property owner, or employee or agent thereof, who does minor nonstructural repairs on the owner's property; and

7. A governmental entity for work upon premises owned by the governmental entity and performed by employees of the governmental entity.

3-16-3: Fees: General Contractors are subject to an annual license fee of $250 payable by January 1 of each calendar year. Licenses issued subsequent to July 1 shall be prorated at 50%.

3-16-4: Application: Applications for a General Contractor license shall include, in addition to information required for other Village business licenses:

A statement as to whether the applicant has any outstanding incomplete permits issued by the village or whether any citations have been issued by the village relative to jobs on which the applicant has performed General Contractor services within the village during the past three (3) years; and

Evidence that the applicant is covered by liability insurance and the dollar limits of each coverage. The insurance shall insure the General Contractor for the full period of licensing for public liability and property damage in an amount not less than $1,000,000.00 for each occurrence of property damage, and not less than $1,000,000.00 for each occurrence of personal injury or bodily harm.

3-16-5: Bond: Prior to the issuance of a license by the village to an applicant for a General Contractor's license, the applicant for said license shall execute a surety bond in the amount of ten thousand dollars ($10,000.00), conditioned to indemnify and keep harmless the village from any expense, liability, loss or damage resulting from the issuance of such license or from the work undertaken pursuant to said license, or the manner of doing the same, and for any and all damage that may result to public property of the village resulting from the activities of the contractor. The bond shall be in such form as approved by the village and shall be issued by a company authorized by law to issue such bonds in Illinois, or otherwise with a company approved by the village. Such bond shall include a provision that it cannot be revoked, modified or non-renewed by the company issuing the bond without at least thirty (30) days prior written notice to the village.

3-16-6: Revocation or Denial of License: Any General Contractor license issued under this chapter may be suspended or revoked in conformance with the procedures set forth in Section 3-1-10 of this code. "

SECTION 5: Title 9 (Building Regulations), Chapter 1 (Administrative Provisions), Section 5 (Public Property Damage Escrow and Insurance Requirements) is amended by deleting the text of existing subsection J (Surety Bond) and relettering current subsection K (Insurance) as subsection J.

SECTION 6: All ordinances, or parts of ordinances, in conflict with the provisions of this Ordinance, to the extent of such conflict, are repealed.

SECTION 7: Each section, paragraph, clause and provision of this Ordinance is separable and if any provision is held unconstitutional or invalid for any reason, such

DATE: October 12, 2015

TO: President Cauley and Board of Trustees

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

RE: **Permit and Related Building Fees and General Contractor Licensing**

Permit and Related Building Fees

In May of this year the Board of Trustees amended section 9-1-4 (Permit fees) of the Municipal Code. A copy of the Ordinance is attached. Prior to adjusting fees earlier this year, the last time a review of fees was undertaken was before the recession in 2007.

The building related fee changes included the creation of a tree plan review fee, an increase in the demolition and building permit fee, and a 2% increase in a certain number of other fees related to the issuance of a permit. The 2% increase was established as that is the cost that personnel expense is expected to grow due to the across the board increase applied to the Village's pay plan that is passed along to the employees processing the permit applications and the accompanying inspections etc.

In an effort to evaluate the fees of Hinsdale against other communities, staff applied the permit fee structure of the each of the twelve surrounding and "like" communities; to a typical new single family Hinsdale home and those results are presented. As evidenced in the attached spreadsheet, there is little consistency as to how permit fees are assessed.

Rather than applying a metric of another community, it seems most appropriate to tie the permit related fees to the cost of providing the service. In an effort to recover the personnel costs associated with processing permits and providing the inspection and oversight, staff is recommending that moving forward that the permit fees be adjusted in line with the annual salary increases provided to employees as was the case in 2015. The amount of the increase would be presented to the Village Board for approval as part of the Budget development process. A similar approach is already in place as the Village currently charges a flat 2% cost of construction; as construction costs go up, so does the permit fee. Utilizing this approach allows for the permit costs to increase incrementally and keep pace with the labor costs, rather than having large increases later to serve to catch up.

If the Trustees concur with this recommendation, staff will bring a draft ordinance back for consideration next month.

General Contractor Licensing

Recently, there was an incident where a general contractor openly subverted the bulk zoning regulations related to floor area ratio (FAR). In response, the Village banned this particular contractor from working in the Village for a period of two years. As a result of the actions of this

decision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision.

SECTION 8: Except as to the Code provisions set forth above in this Ordinance, all Chapters and Sections of the Village Code of Hinsdale, as amended, shall remain in full force and effect.

SECTION 9: This Ordinance shall be in full force and effect from and after its adoption, approval, and publication in pamphlet form as provided by law.

PASSED this _____ day of _____ 2015.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this _____ day of _____, 2015, and attested to by the Village Clerk this same day.

_____
Thomas K. Cauley, Jr., Village President

ATTEST:

_____
Christine M. Bruton, Village Clerk

This Ordinance was published by me in pamphlet form on the _____ day of _____, 2015.

_____
Christine M. Bruton, Village Clerk

contractor, the Board asked that staff review if there was a way to regulate the contractors that work in the Village. Licensing General Contractors would provide the Village a database of information that would include personal information, disposition with the secretary of state, certificates of insurance, and surety bonds. Most importantly, it provides the Village with an enforcement tool should the Village encounter another contractor that is either frequently in violation of the building and zoning regulations of the Village or deliberately subversive.

The attached spreadsheet of the twelve surrounding and "like" communities used to evaluate permit and building fees, shows that there are other communities that are presently licensing or registering general contractors and the fee each charges annually. As seen, 5 of 13, or just over a third of the communities in our control group currently license or register general contractors with an average annual fee of approximately $80.00 per year.

Given the amount of staff time involved in implementing a licensing program, it would be advisable to consider an annual fee higher than the average charged by other communities in order to offset the potential for increased personnel costs involved in administering such a program. Assuming the program is limited to general contractors only (not subcontractors), staff estimates that between 150 and 200 licenses would be issued per year. This volume may require additional staff to process applications, issue the licenses and to monitor compliance in the field to help ensure that those requiring a license have one prior to beginning work.

Staff is recommending that the license fee be established at $250. The license period would be from January 1 through December 31 of each year.

Should a general contractor fail to obtain a license they would be cited with an ordinance violation requiring a court appearance. A contractor found to knowingly and purposefully disregarding the Village's zoning and building codes would risk having its license revoked.. Should the Board concur with staff's recommendations; staff will work with the Village attorney to draft an ordinance for the full board's consideration.

Cc: Kathleen A. Gargano, Village Manager

New Single Family Home Example

4,166 Sqaure Fee 400 Amp Service w/ 84 Circui 2 Furnaces & 2 A/C's
37,494 Cubic Feet 1.5" Water Tap w/ 1.5" Meter 28 Fixures & 74 Fixture Units
750,000 Construction Value Exluding Lan

Permit Fees	Burr Ridge	Clarendon Hills	Elmhurst Home Rule	Glencoe	Highland Park Home Rule	Hinsdale	Lake Forest	Long Grove	Oakbrook	Western Springs	Willowbrook	Wilmette Home Rule	Winnetka Home Rule	Average
Admin Fee	0.00	110.00	0.00	0.00	0.00	80.00	0.00	200.00	90.00	100.00	0.00	0.00	0.00	
Third Party	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Plan Review	1,000.00	1,700.00	200.00	0.00	1,000.00	885.00	620.00	924.00	576.00	1,200.00	1,000.00	311.00	1,285.00	
Engineering	350.00	300.00	0.00	0.00	0.00	2,000.00	625.00	640.00	128.00	300.00	900.00	700.00	0.00	
Tree Plan	335.00	0.00	0.00	0.00	0.00	150.00	0.00	0.00		0.00	0.00	0.00	180.00	
Storm Water	540.00	500.00	0.00	0.00	525.00	500.00	0.00	1,600.00	1,750.00	0.00	0.00	0.00	0.00	
Demolition	150.00	2,400.00	1,782.00	2,256.00	10,750.00	150.00	12,250.00	675.00	1,169.00	1,000.00	1,250.00	2,256.00	16,070.00	**4,550.62**
Inspection Fee	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,472.00	0.00	100.00	1,248.00	0.00	
Building	5,970.00	3,582.00	7,565.00	25,827.28	5,600.00	5,000.00	5,250.00	9,859.00	1,155.00	8,250.00	6,100.00	11,088.00	8,564.00	**7,921.25**
Elec Service	0.00	70.00	0.00	0.00	75.00	402.00	75.00	0.00	100.00	0.00	300.00	90.00	9,800.00	
Electric	0.00	1,425.00	0.00	0.00	117.00	1,000.00	375.00	0.00	80.00	0.00	1,000.00	476.00	483.00	
Plumbing	0.00	661.00	0.00	0.00	215.00	1,000.00	214.00	0.00	280.00	0.00	350.00	269.00	300.00	
HVAC	0.00	194.00	0.00	0.00	0.00	200.00	156.00	0.00	600.00	0.00	150.00	123.00	290.00	
ROW Opening	0.00	162.00	741.00	3,300.00	0.00	2,000.00	50.00	0.00	0.00	0.00	0.00	422.00	1,000.00	**455.77**
Water Tap	1,000.00	630.00	630.00	489.00	2,025.00	1,000.00	1,050.00	0.00	2,760.00	1,000.00	600.00	921.00	852.00	
Sewer Tap	1,500.00	0.00	503.00	0.00	525.00	1,000.00	50.00	0.00	0.00	1,000.00	0.00	0.00	150.00	
Water Meter	837.00	310.00	248.00	248.00	524.00	1,000.00	910.00	0.00	431.00	1,100.00	900.00	800.00	890.00	
Drive/Paving	0.00	211.00	88.00	0.00	75.00	1,000.00	50.00	0.00	0.00	0.00	75.00	0.00	75.00	
Accessory	0.00	0.00	124.00		0.00	102.00	0.00	0.00	64.00	0.00	0.00	0.00	0.00	
Grading	0.00	0.00	0.00	0.00	750.00	102.00	0.00	0.00	0.00	0.00	0.00	235.00	0.00	
Misc. Fee	50.00	18.00	65.00	0.00	0.00	50.00	0.00	0.00	50.00	25.00	0.00	45.00	0.00	
Unmetered Wtr	0.00	0.00	0.00	0.00	0.00	300.00	0.00	0.00	300.00	0.00	200.00	0.00	125.00	
TOTAL	11,732.00	12,273.00	11,946.00	32,120.28	22,181.00	19,389.80	21,675.00	13,898.00	11,005.00	13,975.00	12,925.00	18,984.00	40,064.00	**18,626.78**

New Single Family Home Example

4,166 Sqaure Fee 400 Amp Service w/ 84 Circui 2 Furnaces & 2 A/C's
37,494 Cubic Feet 1.5" Water Tap w/ 1.5" Meter 28 Fixures & 74 Fixture Units
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Elec Service	0.00	70.00	0.00	0.00	75.00	102.00	75.00	0.00	100.00	0.00	300.00	90.00	9,800.00	
Electric	0.00	1,425.00	0.00	0.00	117.00	1,387.00	375.00	0.00	80.00	0.00	1,000.00	476.00	483.00	
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Accessory	0.00	0.00	124.00		0.00	102.00	0.00	0.00	64.00	0.00	0.00	0.00	0.00	
Grading	0.00	0.00	0.00	0.00	750.00	102.00	0.00	0.00	0.00	0.00	0.00	235.00	0.00	
Misc. Fee	50.00	18.00	65.00	0.00	0.00	50.00	0.00	0.00	50.00	25.00	0.00	45.00	0.00	
Unmetered Wtr	0.00	0.00	0.00	0.00	0.00	300.00	0.00	0.00	300.00	0.00	200.00	0.00	125.00	
TOTAL	11,732.00	12,273.00	11,946.00	32,120.28	22,181.00	19,369.80	21,675.00	13,898.00	11,005.00	13,975.00	12,925.00	18,984.00	40,064.00	**18,626.78**
GC License/fee	none	53.80	100.00	none	100.00	none	none	none	none	75.00	none	75.00	none	**80.76**

DATE: December 8, 2015

REQUEST FOR BOARD ACTION

AGENDA SECTION NUMBER Consent Agenda - EPS	**ORIGINATING DEPARTMENT** Public Services
ITEM Alley Vacation Request – 741 S. Monroe St.	**APPROVAL** Dan Deeter, PE Village Engineer

Attached please find an ordinance vacating a portion of a public alley adjacent to 741 S. Monroe Street. The resident at 741 S. Monroe Street has expressed interest in purchasing this portion of the alley. Staff has reviewed the infrastructure requirements for this alley. There are no current infrastructure conflicts on this alley. The alley has previously had vacations approved and is therefore not a through-alley right-of-way. Staff recommends approval of the vacation.

Also included is the appraisal report establishing a fair market value for the vacated property. The appraisal established the value of the property at approximately $27.00 per square foot. The property to be vacated contains an area of 425 square feet. The total appraised value of the property is $11,500.

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

MOTION: Approve "An Ordinance Authorizing the Vacation of a Certain Portion of an Unimproved Alley Situated East of and Adjoining 741 S. Monroe Street in the Village of Hinsdale, DuPage and Cook Counties, Illinois" at a Purchase Price of $11,500.

APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL

COMMITTEE ACTION:

BOARD ACTION: At the November 17, 2015 Board of Trustees meeting, the Board approved the item to be moved to the consent agenda.

VILLAGE OF HINSDALE

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE VACATION OF A CERTAIN PORTION OF AN UNIMPROVED ALLEY SITUATED EAST OF AND ADJOINING 741 S. MONROE STREET IN THE VILLAGE OF HINSDALE, DUPAGE AND COOK COUNTIES, ILLINOIS

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

WHEREAS, the property owner of 741 S. Monroe Street, Hinsdale, Illinois, which property is identified by permanent index number ("P.I.N.") 09-11-414-010, has requested that a certain portion of an alley, as more fully described below, be vacated in order to be developed and maintained by said property owner; and

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

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

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

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

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

Section 2. Vacation of Unimproved Alley. Pursuant to the terms of this Ordinance, the Village shall vacate an 8.5' x 50' portion of the unimproved alley situated east of and adjoining 741 S. Monroe Street, Hinsdale, Illinois (the "Subject Property"), legally described, as follows:

Lots 76 and 77 in the Resubdivision of Block 24 of Stough's Second Addition to the Town of Hinsdale in Section 11, Township 38 North, Range 11, East of the Third Principal Meridian, in DuPage County, Illinois

P.I.N. 09-11-414-010

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

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

Section 5. Payment of Consideration and Title to Vacated Property. Upon the vacation of the Subject Property, title thereto shall be acquired by and vest to the property owner of 741 S. Monroe Street, Hinsdale, Illinois upon the payment of eleven thousand five hundred dollars ($11,500.00) to the Village by the property owner as fair market value for the Subject Property. The vacation of the Subject Property, and the recording of the Plat of Vacation, shall not be effective until said payment is received pursuant to Section 11-91-1 of the Code, 65 ILCS 5/11-91-1.

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

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

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

PASSED this _____ day of _____, 2015.

AYES:

NAYES:

ABSENT:

APPROVED this _____ day of _____, 2015

_____
Thomas Cauley, Village President

ATTEST:

_____
Christine Bruton, Village Clerk

APPRAISAL REPORT

An 8.5' X 50' PORTION OF THE UNIMPROVED
ALLEY SITUATED EAST AND ADJOINING
741 SOUTH MONROE STREET
HINSDALE, ILLINOIS

Prepared For

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

Prepared By

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

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

October 30, 2015

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

Re: Appraisal of an 8.5' x 50' portion of unimproved alley situated west and adjoining 741 South Monroe Street, Hinsdale, Illinois

Dear Mr. Deeter:

In accordance with your request, I have inspected the above captioned property and analyzed all pertinent factors relative to it in order to estimate its "as is" market value of the fee simple interest. The property was inspected on October 26, 2015, which is the effective date of this valuation.

The property consists of an 8.5' by 50' portion of unimproved alley located east and adjoining 741 South Monroe Street, Hinsdale, Illinois. It contains 425 square feet and is zoned R-4, Single-Family Residential.

Based on this analysis, it is my opinion that the "as is" Market Value of the subject property as of October 26, 2015 was

ELEVEN-THOUSAND FIVE HUNRED DOLLARS
($11,500)

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

PURPOSE OF THE APPRAISAL:

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

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

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

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

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

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

INTEREST VALUED: Fee simple

DATE OF INSPECTION: October 26, 2015

EFFECTIVE DATE OF VALUE: October 26, 2015

DATE OF REPORT: October 30, 2015

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

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

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

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

DESCRIPTION OF REAL ESTATE APPRAISED:

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

Hinsdale is a residential community that has a population of 16,834 residents as of the 2010 census and an average family income of $150,024 (2009). Over the past 12 months, the average sale price of a single-family residence in Hinsdale was $1,083,851, which is a 3.6% increase over the prior 12 month average sale price of $1,046,088. This is reflective of moderately improving market conditions.

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

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

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

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

The subject property is the west 8.5' of a 17' wide unimproved alley. It has a width of 50', which is equal to the width of the adjoining residence located at 741 South Monroe Street. It is rectangular in shape and has a calculated area of 425 square feet. It is in an R-4, Single Family Residence District which requires a minimum lot area of 10,000 square feet and 70 or 80 feet of street frontage depending on whether the site is an interior or corner parcel. The subject property is not buildable and would be of use only to the adjoining property owner. It is in a zone "X" area of minimal flooding activity per FEMA Map #17043C0903H, dated December 16, 2004.

ESTIMATE OF EXPOSURE TIME:

The subject property is an 8.5' x 50' section of an unimproved alley, which can only be sold to the adjoining property owner. As such, estimating a marketing time is futile as a potential sale is reliant on the adjoining property owner's willingness to buy the property. The typical marketing time for area buildable sites and single-family residences is 3 to 9 months.

PERMANENT INDEX NUMBER:

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

TOTAL 2014 ASSESSED VALUE: Not assessed

THREE-YEAR PROPERTY HISTORY:

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

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

HIGHEST AND BEST USE ANALYSIS:

The subject consists of an 8.5' x 50', rectangular shaped portion of unimproved alley. It cannot be developed by itself and has value only to the adjoining property owner. It is my opinion that the highest and best use of the subject property is in conjunction with the adjoining residential property.

SUMMARY OF ANALYSIS AND VALUATION:

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

SALES COMPARISON APPROACH TO VALUE AS IMPROVED:

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

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

SALES COMPARISON APPROACH TO VALUE - Continued

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

1. **719 South Adams Street, Hinsdale** was reported sold in July 2014 for $415,000. This is a 50 foot by 133.5 foot parcel zoned R-4, containing 6,675 square feet. The sales price was equal to $62.17 per square foot.

2. **223 South Thurlow Street, Hinsdale** was reported sold in May 2015 for $425,000. This is a 50 foot by 133.5 foot parcel zoned R-4, containing 6,675 square feet. The sales price was equal to $63.67 per square foot.

3. **418 South Quincy Street, Hinsdale** was reported sold in July 2014 for $390,000. This is a 50 foot by 125 foot parcel zoned R-4, containing 6,250 square feet. The sale price was equal to $62.40 per square foot.

4. **710 South Quincy Street, Hinsdale** was reported sold in February 2014 for $380,000. This is a 50 foot by 132 foot parcel zoned R-4, containing 6,600 square feet. The sale price was equal to $57.58 per square foot.

5. 741 South Monroe Street, Hinsdale was reported sold in October 2015 for $350,000. This is a 50 foot by 125 foot parcel zoned R-4, containing 6,250 square feet. The sale price was equal to $56.00 per square foot.

Commentary

The above sales were all improved with older smaller single-family residences and the sale prices were reflective of land value. Since their acquisitions, three of the existing residences have been demolished and the other two were acquired by a builder for redevelopment. They sold from $56.00 to $63.67 per square foot and averaged $60.63 per square foot for a buildable site.

The subject consists of a 425 square foot unimproved alley that is not buildable and can only be sold to an adjoining property owner. Historical comparisons of varying size sites indicated that additional rear site area above the standard size lot contributes at a rate of 45% of the base lot. For this analysis, 45% of the $60.63 average value of a buildable site or $27.16 per square foot, rounded to $27.00 per square foot is indicated.

SALES COMPARISON APPROACH TO VALUE - Continued

Based on the above analysis, it is my opinion that $27.00 per square foot is indicated for the subject property.

425 square feet @ $27.00 per square foot =	$11,475
INDICATED VALUE BY THE SALES COMPARISON APPROACH:	**$11,500 (rd)**

COMMENT AND FINAL VALUE CONCLUSION:

Based on the sales data analyzed in this report, it is my opinion that the "as is" fee simple market value of the subject property as of October 26, 2015was

ELEVEN-THOUSAND FIVE HUNRED DOLLARS
($11,500)

Respectfully submitted,

C.A. BENSON & ASSOCIATES, INC.



Charles A. Benson, Jr., SRA
Illinois State Certified General Real Estate Appraiser
License #553.000387 (Exp. 9/30/17)

ASSUMPTIONS AND LIMITING CONDITIONS

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

2. No responsibility is assumed for legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated in this report.

3. The property is appraised free and clear of any or all liens and encumbrances unless otherwise stated in this report.

4. Responsible ownership and competent property management are assumed unless otherwise stated in this report.

5. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.

6. All engineering is assumed to be correct. Any plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.

7. It is assumed that there are no hidden or unapparent conditions of the property, subsoil or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.

8. It is assumed that there is full compliance with all applicable federal, state and local environmental regulations and laws unless otherwise stated in this report.

9. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a non-conformity has been stated, defined and considered in this appraisal report.

10. It is assumed that all required licenses, certificates of occupancy or other legislative or administrative authority from any local, state or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained in this report are based.

11. Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in this report are provided for reader reference purposes only. No guarantee as to accuracy is expressed or implied unless otherwise stated in this report. No survey has been made for the purpose of this report.

ASSUMPTIONS AND LIMITING CONDITIONS - Continued

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

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

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

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

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

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

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

CERTIFICATION

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

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

Charles A. Benson, Jr., SRA
Illinois State Certified General Real Estate Appraiser
License #553.000387 (9/30/157

QUALIFICATIONS OF CHARLES A. BENSON, JR.

EDUCATION

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

APPRAISAL COURSES SUCCESSFULLY COMPLETED

S.R.E.A. Courses 101 (1972), 201 (1976), 202 (1989)
A.I.R.E.A. Course VIII (1978)
Standards of Professional Practice - Parts A & B, Appraisal Institute 1998
USPAP Update – 2014-2015

SEMINARS

Residential Design and Functional Utility; Subdivision Analysis; Rates, Ratios & Reasonableness; Valuation Under Federal Lending Regulations: Appraisal of Retail Properties; Industrial Valuation: Conditions of the Chicago Real Estate Market, 2012; Fair Lending and the Appraiser: Valuation of Detrimental Conditions in Real Estate; Partial Interest Valuation – Undivided; Forecasting Revenue; Illinois Appraiser's Update – 2004 thru 2014; Professionals Guide to the Uniform Residential Appraisal Report; Appraisal Challenges: Declining Markets and Sales Concessions; The Discounted Cash Flow Model: Concepts, Issues and Applications.

EXPERIENCE

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

CLIENTS

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

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

AFFILIATIONS

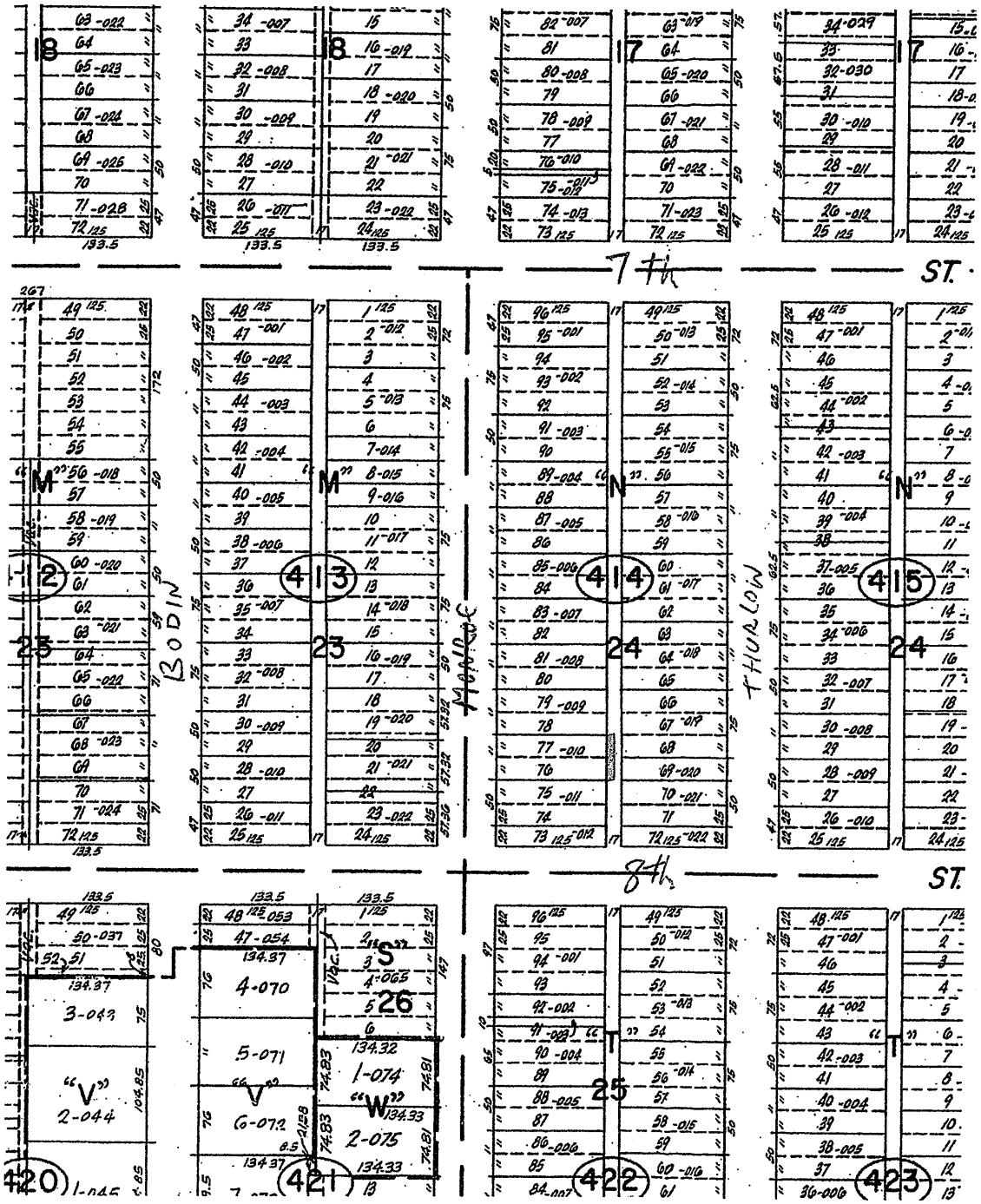
- The Appraisal Institute - Received SRA designation in April 1988.
- Holds State of Illinois Real Estate Managing Broker's License #471.011778.
- Member of the Mainstreet Organization of Realtors.
- State Certified General Real Estate Appraiser, State of Illinois, License No. 553.000387.

ADDENDUM

Sidwell Map

C.A. Benson & Associates, Inc.

SIDWELL MAP
(Subject Shaded in Red)



8a

DATE: December 8, 2015

REQUEST FOR BOARD ACTION

AGENDA **SECTION NUMBER** Second Reading - ACA	**ORIGINATING DEPARTMENT** Administration/Finance
ITEM Commercial Filming Ordinance	**APPROVAL** Emily Wagner, Administration Manager

At the November 17, 2015, Village Board meeting, the Village Board reviewed a commercial filming ordinance, and the trustees asked staff to review the fee structure. At the October 19, 2015, Committee of the Whole meeting, staff presented a proposal to codify the Village's commercial filming process. Currently, the Village's commercial filming process is in the form of a policy, but is not codified.

The purpose of codifying the commercial filming process is to provide oversight of all photography and filming productions, and to minimize the potential traffic congestion and impact to residents.

The following provisions are included in the attached ordinance:

- Timeline of advanced notice prior to production: feature films, 14 days; episodic television, 7 days; commercials/still photography, 3 days
- The Village will restrict the commercial filming of the exterior or interior of any single private residence to less than 10 days per calendar year, unless the Village Manager provides written approval
- Each applicant, regardless of the production, is required to pay a $100 nonrefundable application fee; thereafter, additional fees are charged based on the type and length of production: Still photography shoots: $200; filming productions lasting five days or fewer: $500; filming productions lasting more than five days up to 14 days: $1,000
- Should a movie production last longer than 14 days, each additional day of filming after day 14 will be charged at a per day fee of $75
- The use of additional Village personnel/equipment/vehicles (public safety, e.g.) shall be charged at 1.5 times the hourly rate of pay/use
- The use of public property will incur the following fees: total or disruptive use of a public building during regular operating hours is $825 per day plus $70 per hour for each hour or part thereof beyond regular operating hours; for partial, non-disruptive use of such public building, $510 per day plus $35 per hour for each hour or part thereof beyond regular operating hours; for total closure of a public street, park area or right-of-way is $80 per hour; for partial closure or obstruction of such public street, park area or right-of-way is $40 per hour
- A surety bond, general liability and automobile insurance, and hold harmless/indemnification agreements are all required

Attached for your review is a community survey that demonstrates commercial filming provisions in other communities.

If the Board of Trustees finds that this ordinance is appropriate, the following motion would be appropriate:

MOTION:
Approve an Ordinance amending Title 7 (Public Ways and Property) by adding a new Chapter 7 (commercial filming, photography, and taping activities) of the Village Code of Hinsdale relative to commercial filming, photography and taping activities within the Village.

APPROVAL	**APPROVAL**	**APPROVAL**	**APPROVAL**	**MANAGER'S APPROVAL**

BOARD ACTION:
The Village Board considered this ordinance at the November 17, 2015, Village Board meeting. The Village Board asked staff to review the fee structure and present a revised ordinance.

Commercial Filming Community Survey

Community Name	Applicant Filing Deadline	Hours	Fee	Application Fee	Cost for Street Closures	Neighborhood Notice	Other
Hinsdale: Current Policy	n/a	7am - 8pm	$40/hour for each person assigned to project; use of Village property: $1000/day for disruptive use, $500/day for nondisruptive use	$100	n/a	Y - 250'	Only one filming/production per day in the Village; no filming in the CBD
Highland Park	5 days	7am-7pm M-F; 9am-5pm Sat. (variations require Council approval) No Sundays, holidays	$200 for a major film	$50	n/a	Y - 250'	Requires private property owner approval where applicable; performance bond required
Lake Forest	14 days	Monday thru Friday 7:00 a.m. to 6:00 p.m. and Saturday, Sunday and holidays 8:00 a.m. to 6:00 p.m.	Costs of personnel; disruptive use $500/day; nondisruptive use $250/day	$25	Total street closure $50/hour; partial street closure $25/hour	Y - Boundaries set by City Manager	
River Forest	n/a	n/a	$100	n/a	n/a	n/a	Security required through duration of production
Riverside	Feature films - 14 days prior to filming; episodic television - 7 days prior to filming; commercials - 3 days prior to filming	n/a	By hourly rate of pay for employee whose time is utilized to process permit	$500	Total closure: $80/hour; Partial Closure $40/hour	Y - Boundaries set by Village Manager	Surety bond required
Wilmette	10 days	7am-7pm M-F; 9am-6pm (Sat., Sun., holidays)	Filming of 5 days or less: $325 More than 5 days: $550 Village Personnel: 1.5x hourly rate	$75	Total Closure: $75/hour Partial Closure: $50/hour Public Property Escrow: $1000	Y - 500'	Any production lasting more than 5 days is referred to VBOT
Winnetka	15 days	7:00 a.m. and 7:00 p.m. on Monday through Saturday and to the hours between 9:00 a.m. and 6:00 p.m. on Sundays and holidays	$1,000 + $250/hour for additional processing time + hourly rates for applicable personnel	$1,000 + $250/hour for additional processing time + hourly rates for applicable personnel	n/a	Y - 500'	Property owner letter of approval

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 7 (PUBLIC WAYS AND PROPERTY) BY ADDING A NEW CHAPTER 7 (COMMERCIAL FILMING, PHOTOGRAPY, AND TAPING ACTIVITIES) OF THE VILLAGE CODE OF HINSDALE RELATIVE TO COMMERCIAL FILMING, PHOTOGRAPHY AND TAPING ACTIVITIES WITHIN THE VILLAGE

WHEREAS, the Village of Hinsdale (the "Village") is a non-home rule municipality, having all of the powers and authority granted to such municipalities pursuant to Article VII, Section 7 of the Illinois Constitution of 1970;

WHEREAS, the Village is a popular site location for commercial filming, photography shoots and taping activities; and

WHEREAS, the use of public streets, buildings, personnel, and equipment for commercial filming, photography shoots and taping activities creates nuisances, inconveniences, and hazards adversely affecting the Village and its residents;

WHEREAS, the Village Board of Trustees, having analyzed the costs incurred for public services due to commercial filming, photography shoots and taping activities, find that it is important that the Village have in place a mechanism to recover the fees associated with providing public services provided during the filming, shooting or taping in order to ensure the safety of the community and ensuring any disruption to the Village, its residents and businesses is kept to a minimum; and

WHEREAS, the Village Board of Trustees now desires to codify requirements and a fee structure for activities associated with commercial filming, photography and taping activities within the Village, and to enact various other provisions for the regulation of such activities, and finds the proposed Code amendments set forth below to be in the best interests of the Village, its residents and businesses.

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

SECTION 1: Each whereas paragraph set forth above is incorporated by reference into this Section 1.

SECTION 2: That Title 7 (Public Ways and Property) of the Village Code of Hinsdale is amended by adding a new Chapter 7 (Commercial Filming, Photography and Taping Activities), to read in its entirety as follows:

"CHAPTER 7
COMMERCIAL FILMING, PHOTOGRAPHY AND TAPING ACTIVITIES

7-7-1: PERMIT REQUIRED:

A. Application: The Village Manager may authorize the use of any street, right-of-way, or public building, equipment or personnel for commercial uses in the filming, photography or taping of movies, television programs, commercials, or training films and related activities. In conjunction with these uses, the Village Manager requires that any or all of the conditions and/or remunerations as specified on the application be met as a prerequisite to that use. The application must be filed with the Village Manager within the following time lines:

Feature films – fourteen (14) days prior to filming.

Episodic television – seven (7) days prior to filming.

Commercials/Still Photography – three (3) days prior to filming.

The applicant shall agree, as part of the application, that the Village shall have full control over the use of public streets and buildings of the Village while being used, as well as control over the hours of production and the general location of the production. The Village reserves the full and absolute right to prohibit all filming or to order cessation of filming if determined to be detrimental to the public health, safety, and welfare.

The applicant shall agree to allow the respective Village departments (i.e., Police, Fire, Building) to inspect all structures and/or devices and equipment to be used in connection with the filming, photography and taping if required by the Village Manager.

B. Investigation: The Village Manager shall refer the application to the Police Department and to the Fire and Building Departments, as deemed necessary, for investigation.

C. Time Limits on Activity: Filming and taping shall generally be allowed between the hours of 7:00 a.m. and 8:00 p.m., Monday-Saturday, and 9:00 a.m. to 6:00 p.m. Sundays and holidays. A request to film or tape outside of these hours requires the written approval of the Village Manager. In addition, the Village Manager may restrict or limit the time for filming, photographing or taping activities during rush-hour traffic or during periods when schools or churches are in session within the affected area, or whenever, in his or her judgment, circumstances warrant such limitation. The Village Manager and a representative of the applicant shall agree to a time daily past which no filming, photography or taping shall occur. The applicant shall be fined at a rate established by the Village Manager for any filming, photography or taping that

occurs past the agreed upon time. Only one filming, photography or taping production shall be authorized in the Village on any given day. The Village restricts the commercial filming of the exterior or interior of any single private residence to less than ten (10) days per calendar year unless the express written permission of the Village Manager is given.

D. Report of Vehicles and Equipment: The applicant shall provide a report listing the number of vehicles and types of equipment to be used during the filming, photography or taping, including the proposed hours of use and the proposed parking locations. All such parking locations shall be reviewed and approved by the Village Manager prior to their use. Every applicant shall pay the full daily rate for every metered or permit parking space occupied by any vehicles and equipment. Equipment nonessential to actual filming should be kept at a project base camp which will be determined in conjunction with the Village Manager's office.

E. Village Control Over Public Streets, Buildings and Filming Activities: The Village shall have full and complete control over the use of public streets and buildings of the Village while being used for filming, photographing or taping activities, as well as control over the hours of production and the general location of the production. The Village reserves the full and absolute right to prohibit all filming, photography or taping or to order cessation of filming, photography or taping if determined to be detrimental to the public health, safety and welfare, and the applicant shall acknowledge its understanding and agreement of these Municipal powers as part of the application.

F. Termination of Permit: Any permit issued herein may be terminated by the Village Manager in the event of a violation of any of the conditions and requirements established by the Village Manager pursuant to this Chapter, or of any traffic law or other Village regulation, or of a deviation in the production schedule, number of vehicles, equipment location or any other information furnished by the applicant with respect to the permit application.

G. Any or all of the duties and functions of the Village Manager under this Chapter may be performed by his or her designee.

7-7-2: General and Automobile Liability Insurance Required:

The applicant shall furnish the Village Manager with a certificate of liability insurance naming the Village, its corporate authorities, officers, officials, boards, commissions, employees, attorneys, agents and representatives as additional insureds with respect to any and all claims which arise out of, or are in any way related to, the operations of the applicant within the Village in connection with the particular commercial filming, photography or taping activity for which a permit is sought, in the general liability amount of one million dollars ($1,000,000.00) for bodily injury or death to any person or for damage to any property from any occurrence arising out of or in any way related to the applicant within the Village, and automobile liability, if

applicable, in the amount of one million dollars ($1,000,000), including bodily injury and property damage. The applicant shall also submit to the Village Manager proof of the appropriate Workers' Compensation and employer's liability insurance in force with respect to employees of the applicant.

7-7-3: Hold Harmless and Indemnification Agreement:

In addition to the insurance requirement, the applicant shall enter into a hold harmless and indemnification agreement, on a form as provided by the Village Manager, to hold the Village and its corporate authorities, officers, officials, boards, commissions, employees, attorneys, agents and representatives harmless, and to defend and indemnify the Village with respect to any loss, judgment, damages, costs and expenses, settlement and compromises, claims and causes of action of every kind or nature, arising out of or in any way related to the operations of the applicant within the Village in connection with the commercial filming, photography or taping activities within the Village for which a permit is issued.

7-7-4: Fees and Remuneration for Use of Public Property/Personnel/Equipment:

The applicant shall pay the following permit fees and costs for use of public buildings and areas, and Village personnel, vehicles and equipment. The fee for processing the permit provided in this Section shall be one hundred dollars ($100.00) and shall be nonrefundable. This fee is intended to cover the cost of Village personnel reviewing and processing the application.

Next, the following fees shall be a one-time, nonrefundable charge based on the type of production and the length of production. All fees will be paid upfront before the production commences:

- Still photography shoots: ~~$100~~ 200
- Filming productions lasting five (5) days or fewer: ~~$325~~ 500
- Filming productions lasting more than five (5) days and up to fourteen (14) days: ~~$550~~ 1,000
- Filming productions lasting more than fourteen (14) days: An additional $75 per day fee

If special parking restrictions are necessary to accommodate the production, an additional fee of $250 will be charged to all permit holders.

In addition, the cost of use of police, public safety, public works or other Village personnel assigned to the permit activity (whether requested by the applicant or not) shall be one and a half times the employee's hourly rate of pay. Examples of employee staff time include traffic control and enforcement. The Village reserves the right to determine when use of Village personnel is required and warranted. To the extent that the Village will be required to utilize Village vehicles and equipment, the

Village will require reimbursement for the hourly rate associated with each vehicle or piece of equipment.

Next, the rate for use of public property shall be determined by the Village Manager according to the extent of such use as follows: for total or disruptive use of a public building during regular operating hours, eight hundred and twenty-five dollars ($825.00) per day plus seventy dollars ($70.00) per hour for each hour or part thereof beyond regular operating hours; for partial, non disruptive use of such public building, five hundred ten dollars ($510.00) per day plus thirty-five dollars ($35.00) per hour for each hour or part thereof beyond regular operating hours; for total closure of a public street, park area or right-of-way, eighty dollars ($80.00) per hour; for partial closure or obstruction of such public street, park area or right-of-way, forty dollars ($40.00) per hour. Applicant will be responsible for obtaining permission from BNSF if filming, photography or taping on rail tracks is requested and for providing any required flagmen and/or road signage. The Village Manager may waive part or all the fees for a nonprofit organization at his or her discretion.

7-7-5: Notification; Pre-production Meeting:

The applicant shall be required to contact any or all property owner(s) and residents in the affected neighborhood as defined by boundaries set by the Village Manager. The applicant shall write a short description of the proposed project along with the filming schedule to distribute to the property owners or residents. The applicant shall provide a report attesting to such distribution and noting any owner or resident's reaction along with the addresses and phone numbers of all reacting property owners. This completed report must be delivered to the Office of the Village Manager prior to approval for filming. The Village reserves the right to not allow filming, photography or taping in any location where any of the property owners in the affected neighborhood file written objections to such filming, photography or taping. The applicant may also be required to meet with Village staff at least 48 hours in advance of the desired production date at the discretion of Village staff.

7-7-6: Surety Bond Required:

In addition to the foregoing requirements, the applicant shall, as a part of any application for commercial filming, photography or taping, deposit with the Village Treasurer cash or a surety bond in the amount of fifteen thousand dollars ($15,000.00) as security for the payment of any damage which may result to such public way, public park or public building by reason of the applicant's use of the same pursuant to a permit to be issued herein. Any part of said deposit not needed or used to repair, replace or restore damage so occasioned to public property by the applicant at the end of the permit period shall be returned to the applicant within ten (10) days after the expiration date. The cash deposit or surety bond is required before a permit can be issued.

7-7-7: Village Recognition:

The Village shall be duly recognized in the publication of any film, tape, book or periodical, which includes therein public buildings or public areas of the Village."

SECTION 3: All ordinances, or parts of ordinances, in conflict with the provisions of this Ordinance, to the extent of such conflict, are repealed.

SECTION 4: Each section, paragraph, clause and provision of this Ordinance is separable and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision.

SECTION 5: Except as to the Code Amendments set forth above in this Ordinance, all Chapters and Sections of the Village Code of the Village of Hinsdale, as amended, shall remain in full force and effect.

SECTION 6: This Ordinance shall be in full force and effect from and after its adoption, approval, and publication in pamphlet form as provided by law.

PASSED this _____ day of _____ 2015.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this _____ day of _____, 2015, and attested to by the Village Clerk this same day.

_____
Thomas K. Cauley, Jr., Village President

ATTEST:

_____
Christine M. Bruton, Village Clerk

This Ordinance was published by me in pamphlet form on the _____ day of

_____, 2015.

_____
Christine M. Bruton, Village Clerk

DATE: December 8, 2015

REQUEST FOR BOARD ACTION

AGENDA **SECTION NUMBER** Second Reading- ACA	**ORIGINATING DEPARTMENT** Administration/Finance/Police
ITEM Liquor Code	**APPROVAL** Chris Bruton, Village Clerk, Emily Wagner, Administration Manager, Darrell Langlois, Finance Director, Brad Bloom, Police Chief

At the November 17, 2015, Village Board meeting, the Village Board of Trustees reviewed the revised liquor code ordinance in its entirety. At the October 19, 2015, Committee of the Whole meeting, staff presented new liquor code classifications for the Village Board's review.

The proposed liquor code is attached with minimal redline edits. These edits include grammar, style and spacing, and do not include any substantive changes.

The proposed liquor code is a comprehensive approach that intends to address both current and potential liquor issues, and the proposed liquor code format makes it easier for applicants and staff to utilize. Items, such as violations relating to alcohol, are separated into individual sections, which will make it easier for public safety officials to enforce violations of the code.

The individual purpose of combining categories was that the previous license categories were very specific to individual businesses (e.g., drugstore, gas station, convenience store). The proposed classifications provide for hybrid business models that are beginning to emerge, such as a drugstore having fresh produce and other features similar to a supermarket. The proposed code also allows flexibility in practices regarding usage of alcohol, such as a restaurant that may sell packaged wine. This will allow the Village to issue a license without having to change the code each time a business model changes, and at the same time, allow the Village Board clear oversight on how alcohol is used.

Most importantly, the proposed liquor code simplifies the classifications of liquor licenses. As you can see in the table below, the proposed liquor code reduces the number and diversity of liquor classifications and presents them in a simpler format.

Current Classes	Proposed Classes
Class A1 Supermarket License	Class A – Packaged Sales
Class A2 Gourmet Food Store License	A1 Beer/Wine
Class A3 Wine Boutique License	A2 Liquor/Beer/Wine
Class A4 Premium Higher Alcohol Content Spirits License	A3 Packaged Sales at Boutiques
Class A5 Drugstore License	A4 Consumption
Class A6 Convenience Store With Gasoline Sales License	Class B - Restaurants
Class A7 Convenience Store Without Gasoline Sales License	B1 Beer/Wine
Class A8	B2 Liquor/Beer/Wine
Class A9	B3 BYOB
Class B Full Service Restaurant License	B4 Packaged Sales
Class C Limited Service Restaurant License	Class C – Personal Services
Class C License For 5425 South Madison Street	Class D – Special Events

Class D Not For Profit Annual	D1 Annual Special Event
Class D Not For Profit Special Event	D2 Single Special Event
Class E Business Special Licenses	
Class E Cooking Class Tasting	
Class F New Year's Eve License	
Class G Corkage	

When staff started the process of simplifying the liquor classifications, staff also reviewed the current annual liquor license fees. The liquor license fees will increase as a result of the proposed liquor code. However, these proposed increased liquor license fees are consistent with the liquor license fees of surrounding and comparable municipalities, and take into account the increase in personnel costs of employees who administer this code since the time this code was created. A table showing the comparison of the current fees and the proposed fees is provided below. Although the Village is increasing the liquor license fees, the renewal application fee will be removed. Also attached for your review is the revenue impact under the proposed fee schedule.

Current Class	Proposed Class	Business	Current Fees*	Proposed Fee
A1	A2	Whole Foods	First Time: $3000 Renewal: $2000	$3000
A2	A1	Burhops	$1000 $750	$2500
A3	A3	Hinsdale Wine Shop	$2000 $1500	$2500
A3	A3	The Village Cellar	$2000 $1500	$2500
A5	A1	Walgreens	$2000 $1500	$2500
A6	A1	BP/Amoco	$2000 $1500	$2500
A6	A1	Shell Food Mart	$2000 $1500	$2500
A7	A1	Hinsdale Food Mart	$2000 $1500	$2500
A8	C	10 Friends Blow Dry Bar	$1500	$2000
A9	C	Trunk Club	$1500	$2000
B	B2	Il Poggiolo	$4000 $2000	$3000
B	B2	Baldinelli's	$4000 $2000	$3000
B	B2	Hua Ting Restaurant	$4000 $2000	$3000
B	B2	Nabuki	$4000 $2000	$3000
B	B2	Jade Dragon, Inc.	$4000 $2000	$3000
B	B2	Fuller House	$4000 $2000	$3000

B	B2	Fox's on York	$4000 $2000	$3000
B	B2	Cine Restaurante	$4000 $2000	$3000
B	B2	Vistro	$4000 $2000	$3000
B	B2	Wild Ginger	$4000 $2000	$3000
C	B1	Giuliano's Pizza, Inc.	$3000 $1500	$2000
D- Annual	D1	Hinsdale Public Library	$500	$750
D- Annual	D1	The Community House	$500	$750
D- Annual	D1	Hinsdale Chamber of Commerce	$500	$750

**Does not include $250 application fee.*

Finally, other changes of importance include updates to reflect the recent happy hour law and BASSET training requirement changes passed by the General Assembly earlier this year.

If the Board of Trustees finds that this ordinance is acceptable, the following motion would be appropriate:

MOTION:
Approve an Ordinance to Replace Title 3 (Business and License Regulations) Chapter 3 (Liquor Control) of the Village Code of Hinsdale

APPROVAL	**APPROVAL**	**APPROVAL**	**APPROVAL**	**MANAGER'S APPROVAL**

BOARD ACTION:
The Village Board reviewed this ordinance as a first read at the November 17, 2015, Village Board meeting. There were no changes recommended.

VILLAGE OF HINSDALE
ACTUAL REVENUE
CALENDAR YEAR 2015

CLASS	BUSINESS	LICENSE FEE	PROCESSING FEE
A1	Whole Foods Markets	$2,000	$250
A2	K-W Hinsdale, Inc. Burhops	$750	$250
A3	Hinsdale Wine Shop	$1,500	$250
A3	The Village Cellar	$1,500	$250
A5	Walgreens	$1,500	$250
A6	Parent Petroleum-Amoco	$1,500	$250
A6	Shell Food Mart	$1,500	$250
A7	Hinsdale Food Mart	$1,500	$250
A8	10 Friends	$1,500	$250
A9	Trunk Club	$1,500	$250
B	Il Poggiolo	$2,000	$250
B	Baldinelli's	$2,000	$250
B	Hua Ting Restaurant	$2,000	$250
B	Nabuki	$2,000	$250
B	Jade Dragon, Inc.	$2,000	$250
B	Fuller House	$2,000	$250
B	Fox's on York	$2,000	$250
B	Cine Restaurante	$2,000	$250
B	Vistro	$2,000	$250
B	Wild Ginger	$2,000	$250
C	Belluomini's	$1,500	$250
C	Giuliano's Pizza, Inc.	$1,500	$250
D-ANNUAL	Hinsdale Public Library	$500	$250
D-ANNUAL	The Community House	$500	$250
D-ANNUAL	Hinsdale Chamber of Commerc	$500	$250
		$39,250	$6,250
	Total Revenue		$45,500

Class D Special Event

2015-26	Luxxe Organix, LLC	$75
2015-25	St Isaac Jogues Catholic Churc	$75
2015-28	Trunk Club, Inc.	$75
2015-27	Trunk Club, Inc.	$75
		$300

VILLAGE OF HINSDALE
PROJECTED REVENUES
CALENDAR YEAR 2016

NEW CLASS	BUSINESS	LICENSE FEE
A2	Whole Foods Markets	$3,000
A1	K-W Hinsdale, Inc. Burhops	$2,500
A3	Hinsdale Wine Shop	$2,500
A3	The Village Cellar	$2,500
A1	Walgreens	$2,500
A1	Parent Petroleum-Amoco	$2,500
A1	Shell Food Mart	$2,500
A1	Hinsdale Food Mart	$2,500
C	10 Friends	$2,000
C	Trunk Club	$2,000
B2	Il Poggiolo	$3,000
B2	Baldinelli's	$3,000
B2	Hua Ting Restaurant	$3,000
B2	Nabuki	$3,000
B2	Jade Dragon, Inc.	$3,000
B2	Fuller House	$3,000
B2	Fox's on York	$3,000
B2	Cine Restaurante	$3,000
B2	Vistro	$3,000
B2	Wild Ginger	$3,000
B1	Giuliano's Pizza, Inc.	$2,000
D1	Hinsdale Public Library	$750
D1	The Community House	$750
D1	Hinsdale Chamber of Commer	$750
	Total Revenue	$58,750

VILLAGE OF HINSDALE

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 3 (BUSINESS AND LICENSE REGULATION), CHAPTER 3 (LIQUOR CONTROL) OF THE VILLAGE CODE OF HINSDALE RELATIVE TO AN UPDATED LIQUOR CODE

WHEREAS, the Liquor Control Act of 1934 (235 ILCS 5/1-1 et seq.) grants to the Village of Hinsdale the power, by general ordinance or resolution, to determine, among other things, the number, kind and classification of licenses for sale of alcoholic liquor not inconsistent with the Act, and the amount of local licensee fees to be paid for licenses issued; and

WHEREAS, the President and Board of Trustees of the Village have considered updating the Village's liquor code to make it simpler and more streamlined for staff, businesses and residents; and

WHEREAS, the President and Board of Trustees find that updating the existing Village Code provisions, as set forth below, are in the best interests of the Village.

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

SECTION 1: Recitals. The foregoing recitals are incorporated into this Ordinance by this reference.

SECTION 2: Title 3 (Business and License Regulation), Chapter 3 (Liquor Control) is hereby deleted in its entirety and replaced with a new Title 3, Chapter 3 (Liquor Control), which shall read in its entirety, as shown in Exhibit A.

SECTION 3: Severability and Repeal of Inconsistent Ordinances. Each section, paragraph, clause and provision of this Ordinance is separable, and if any section, paragraph, clause or provision of this Ordinance shall be held unconstitutional or invalid for any reason, the unconstitutionality or invalidity of such section, paragraph, clause or provision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

SECTION 4: Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law.

PASSED this _____ day of _____ 2015.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this _____ day of _____, 2015, and attested to by the Village Clerk this same day.

_____
Thomas K. Cauley, Jr., Village President

ATTEST:

_____
Christine M. Bruton, Village Clerk

This Ordinance was published by me in pamphlet form on the _____ day of _____, 2015.

_____
Christine M. Bruton, Village Clerk

EXHIBIT A

Liquor Code Language

3-3-5: VILLAGE MANAGER AS CHIEF ADMINISTRATIVE OFFICER:

Subject to the provisions of this chapter and the direction of the commissioner, the village manager or his/her designee shall monitor the village staff in performing their responsibilities related to the administration and enforcement of the provisions of this chapter, including but not limited to the response to questions concerning local liquor licenses and the handling of local liquor license applications.

3-3-6: APPLICABILITY OF OTHER PROVISIONS:

Nothing in this chapter shall excuse or relieve the licensee, owner, proprietor, or person in charge of any place in the village where alcoholic liquor is sold from the restrictions and requirements of any other provision of this code, other ordinances of the village or of the statutes of the state of Illinois.

3-3-7: STATE AND LOCAL LIQUOR LICENSE REQUIRED:

A. Within the village, it shall be unlawful to make any sale, or offer for sale, dispense or allow to be dispensed any alcoholic liquor without having a liquor license issued by the state of Illinois and the village of Hinsdale, and it shall also be unlawful to make any sale, or offer for sale, dispense or allow to be dispensed any alcoholic liquor in violation of the terms of such licenses. Peddling of alcoholic liquor is absolutely prohibited. Block parties, as permitted by the village of Hinsdale, shall not be required to obtain a local liquor license.

B. Caterers: It shall be unlawful for any caterer that maintains its principal place of business within the village to sell, offer for sale, or provide any alcoholic liquor within the village unless such caterer has a current, valid caterer's liquor license. The commissioner may issue a caterer's liquor license to each such caterer who has made a proper application therefor and has qualified therefor in accordance with the provisions of sections 3-3-8 and 3-3-9 of this chapter. No fee shall be charged for a caterer's liquor license. A caterer's liquor license shall authorize the sale and service of alcoholic liquor at KLM Lodge, so long as the license holder has furnished the village a copy of the caterer's current, valid state liquor license in accordance with this section and subsection 3-9-4(C) of this title.

3-3-8: APPLICATION:

A. A person wishing to file an application for a local liquor license, other than a Class D2 liquor license, may obtain an application form from the village as prepared by the village manager or designee for the purpose of providing reasonable information about the applicant. Such application shall be filed with the commissioner, together with a document outlining the applicant's program for training its employees to properly handle the sale of alcoholic liquor, and with an initial nonrefundable application fee of $500. The application shall be signed by (i) the applicant, if the applicant is an individual, (ii) the president and secretary, if the applicant is a corporation, (iii) a general partner, if the applicant is a partnership, or (iv) two (2) duly authorized officers, if the applicant is a not-for-profit organization.

B. Applications shall be signed by the applicant, verified by oath or affidavit, and shall contain the following statements and information:
   1. The applicant's name, birth date, mailing and residence addresses, driver's license number, social security number and telephone number.

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2. If applicable, the name and address of the applicant's business.
3. If applicable, the "assumed name" of the business and the date of the filing of the assumed name with the County Clerk in question.
4. In the case of a corporation, if an Illinois corporation, the date of its incorporation, or if a foreign corporation, the state where it was incorporated and the date of its becoming qualified under the Illinois Business Corporation Act to transact business in the State, and in either case, a statement of the objects for which the corporation was organized, the full name, age, address, and telephone number of all officers, directors, and shareholders with an aggregate of more than five percent (5%) of the shares of ownership of the corporation or of any persons receiving a direct or indirect benefit from the profits of the sale of alcoholic liquor in the village.
5. The name, age, address, and telephone number of the persons who will manage the business of the applicant in the village.
6. The citizenship of all persons required herein to be identified in the application, their date and place of birth, and if a naturalized citizen, the time and place of their naturalization.
7. A description of the character of the business of the applicant.
8. The length of time that applicant has been in business of that character.
9. The location or description of the premises or place of business which is to be operated under such local liquor license, and the following information: (i) if a leased premises, a complete and unredacted copy of the lease shall be provided, which lease shall be for a term of sufficient length to encompass the term of the local liquor license sought, and the name and address of the owner or owners of the premises and the names and addresses of all ~~the~~ owners of the beneficial interest of any trust if said premises are held in trust; (ii) if the premises is owned, a copy of a duly issued title policy in the name of the applicant.
10. A statement whether applicant has made similar application for a local liquor license on premises in Hinsdale other than described in this application, and the disposition of such application.
11. A statement signed by or on behalf of the applicant and by all individuals, if any, named in response to section 3-3-8(B)(4), that: (i) none of them has ever been convicted of a felony or a Class A misdemeanor; and (ii) none is disqualified to receive a local liquor license by reason of any matter contained in the laws of the state of Illinois or the provisions of this chapter.
12. A statement whether a previous local liquor license by any state or subdivision thereof, or by the Federal government, has been issued and if so, where and when; if any such license has been revoked or suspended, or if the licensee has been fined in connection with any such license, the statement shall recite the reasons therefore.
13. A statement that the applicant and all individuals required to be identified in the application have not in the past and will not in the future violate any of the laws of the state of Illinois or of the United States, or any ordinance of the village controlling the sale of alcoholic liquor in the conduct of ~~his~~ the applicant's place of business.
14. The applicant's retailer's occupation tax registration number and a statement regarding whether the applicant is delinquent in the payment of any of the retailer's occupation tax, also known as sales tax, and if so, the reasons therefore.
15. A statement whether applicant is delinquent under the thirty (30) day credit law of section 6-5 of the State Liquor Control Act, and if so the reasons therefore.

16. A statement whether applicant has any delinquencies or disputes with any government, Federal, state, municipality, or political subdivision thereof, concerning the payment of any tax.
17. A statement whether the applicant, any individual identified in the application, or any other person, directly or indirectly interested in the place of business, possesses a current Federal wagering and gaming device stamp, and if so the reasons therefore.
18. A statement whether the applicant, any individual identified in the application, or any other person, directly or indirectly interested in the place of business, is a public official, and if so the particulars thereof.
19. A statement whether applicant is in violation of section 6-6 of the State Liquor Control Act, 235 ILCS 5/6-6, as amended, and if so the reasons therefore.
20. A statement whether the applicant is delinquent under the cash beer law, and if so, the reasons therefore.
21. A statement whether the applicant has ever been convicted of a gambling offense or felony, and if so, the particulars thereof.
22. A statement that the applicant and all individuals required to be identified in the application have not sold, delivered, or given away alcoholic liquor in violation of any state of Illinois law, or village ordinance, to a person under the minimum age required to purchase or possess alcoholic liquor.
23. A scaled floor plan, diagram, or drawing, in detail satisfactory to the commissioner, illustrating the premises in which alcoholic liquor is to be sold.
24. A copy of a certificate of liquor liability insurance with coverage amount sufficient to cover the maximum amount of liability under the State Liquor Control Act and provided by a company satisfactory to the village.
25. Such additional information or identification as the commissioner determines desirable in order to establish the character and business plans of the applicant.

C. No license shall be issued until the applicant(s) ~~shall~~ have been investigated by the commissioner and a report filed in the records of said commissioner approving the new applicant(s). New applicant(s) (other than for Class D2 licenses) shall not be licensed until said new applicant(s) and managers, if any, have been fingerprinted and photographed by the village Police Department and record searches made of the files of the Sheriff of DuPage and/or Cook -County, the Illinois State Police, the Federal Bureau of Investigation, and any other agency that the commissioner, the chief of police, or his/her designee, shall deem necessary. A copy of the fingerprints and photographs shall be retained in the files of the chief of police and a sworn affidavit from the chief of police clearing the applicant(s) shall be filed with the commissioner.

D. Each application for a Class D2 liquor license must be filed with the commissioner no less than fourteen (14) days prior to the special event for which such license is sought and verified by oath or affidavit, and need contain only the following information:
   1. The name of the organization and its address and phone number.
   2. The premises for which the license is applicable, a description of the approximate area of the premises, and whether ~~or not it is indoors or both indoors and outside.~~the event is to be held indoors, outside, or a combination thereof.
   3. The date of the special event, hours of operation of the event, the name of the property owner and a written statement of consent from the property owner (if other than the organization).

4. The names, phone numbers and addresses of those persons who are responsible for conducting the event, which persons shall remain on the event's premises during the actual event.
5. Signature of an officer of the organization.
6. A copy of any state law--required certificate of liquor liability insurance, naming the village as a certificate holder for the period which liquor will be sold. This coverage shall be in an amount sufficient to cover the maximum amount of liability under the State Liquor Control Act and provided by a company satisfactory to the village. The commissioner may accept host liability coverage as a substitute for dramshop insurance.

E. Investigation And Disclosure Of Information Contained In Application; Waiver Of Claims: By applying for, or providing information in support of an application for, a local liquor license, every person so applying or providing information thereby:
1. Authorizes any person to disclose, and the village to investigate, all information pertaining to such application;
2. Waives any and all claims against the village; and
3. Agrees to indemnify and hold harmless the village and its elected and appointed officials, officers, boards, commissioners, attorneys, employees, and agents from any and all claims resulting from, or arising out of, or alleged to result from or arise out, of the processing of such application and any investigation related thereto. Each such person shall consent to and sign any written authorization, waiver, and indemnification agreement as the village may require in connection with the processing of such application and any investigation related thereto, but no such separate authorization, waiver or indemnification shall be required to make effective the terms of this subsection.

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3-3-9: PERSONS, CORPORATIONS, PARTNERSHIPS, AND/OR LIMITED LIABILITY COMPANIES INELIGIBLE FOR LOCAL LIQUOR LICENSE:

A. As set forth in this chapter, a person, corporation, partnership, or limited liability company may be eligible for a local liquor license. No local liquor license shall be issued to, or maintained by:
1. A person who is not a resident of the village, unless a corporation, partnership or limited liability company.
2. A person who is not of good character and reputation in the community in which he resides.
3. A person who is not a citizen of the United States.
4. A person who has been convicted of a felony under the laws of this State or any other state of the United States of America, if the Illinois Liquor Control Commission has determined, that such person has not been sufficiently rehabilitated to warrant the public trust after considering matters set forth in such person's application and the Commission's investigation. The burden of proof of sufficient rehabilitation shall be on the applicant.
5. A person who has been convicted of keeping a place of prostitution or keeping a place of juvenile prostitution, promoting prostitution that involves keeping a place of prostitution, or promoting juvenile prostitution that involves keeping a place of juvenile prostitution.
6. A person who has been convicted of pandering or other crime or misdemeanor opposed to decency and morality.

7. A person whose license issued under ~~the~~is State Liquor Control Act has been revoked for cause.
8. A person who at the time of application for renewal of any local liquor license issued hereunder would not be eligible for such license upon a first application.
9. A partnership, or copartnership, if any general partner thereof, or any limited partner thereof, owning more than five percent (5%) of the aggregate limited partner interest in such partnership, would not be eligible to receive a local liquor license hereunder for any reason other than citizenship and residence within the village.
10. A corporation or limited liability company, if any member, officer, manager or director thereof, or any stockholder or stockholders owning in the aggregate more than five percent (5%) of the stock of such corporation, would not be eligible to receive a license hereunder for any reason other than citizenship and residence within the village.
11. A corporation or limited liability company, unless it is incorporated in Illinois, or unless it is a foreign corporation which is qualified under the "Illinois Business Corporation Act of 1983" or the Limited Liability Company Act to transact business in Illinois.
12. A person whose place of business is operated by a manager or agent unless the manager or agent possesses the same qualifications required of the licensee.
13. A person who has been convicted of a violation of any Federal or State law concerning the manufacture, possession or sale of alcoholic liquor, or has forfeited ~~his~~ a bond to appear in court to answer charges for any such violation.
14. A person who does not beneficially own the premises for which a local liquor license is sought, or does not have a lease thereon for the full period for which the local liquor license is to be issued.
15. Any law enforcing public official, village manager, village attorney, village clerk, president of the village board, any member of the village board; and no such person shall be interested directly in the manufacture, sale or distribution of alcoholic liquor. With the following exceptions:
    i. A license may be granted to such official in relation to premises that are not located within the territory subject to the jurisdiction of that official if the issuance of such license is approved by the State Liquor Control Commission.
    ii. In relation to premises that are located within the village, if (i) the sale of alcoholic liquor pursuant to the license is incidental to the selling of food, (ii) the issuance of the license is approved by the State Liquor Control Commission, (iii) the issuance of the license is in accordance with all applicable village ordinances, and (iv) the official granted a license does not vote on alcoholic liquor issues pending before the board or council to which the license holder is elected.
16. A person who is not a beneficial owner of the business to be operated by the licensee.
17. A person who has been convicted of a gambling offense as prescribed by any of subsections (a)(3) through (a)(10) of section 28-1 of, or as proscribed by section 28-3 of, the "Criminal Code of 1961", approved July 28, 1961, as heretofore or hereafter amended, or as proscribed by a statute replaced by any of the aforesaid statutory provisions.
18. A person or entity, including without limitation a partnership, corporation, or limited liability company, to whom a federal wagering stamp has been issued by the federal government, unless the person or entity is eligible to be issued a license under the Raffles Act or the Illinois Pull Tabs and Jar Games Act.

19. A person whose proposed alcoholic liquor dispensing business is located on property within one hundred (100) feet of any church or school, other than an institution of higher learning, hospital, home for aged or indigent persons or for veterans, their spouses or children or any military or naval station, provided, that this prohibition shall not apply to hotels offering restaurant service, regularly organized clubs, or to restaurants, food shops or other places where sale of alcoholic liquors is not the principal business carried on. In the case of a church, the distance of one hundred (100) feet shall be measured to the nearest part of any building used for worship services or educational programs and not to property boundaries. Otherwise the distance is measured from property lines rather than buildings. This paragraph shall not prohibit the issuance of a Class D license to a church or private school allowing sale of alcoholic liquor if any such sales are limited to periods when groups are assembled on the premises solely for the promotion of some common object other than the sale or consumption of alcoholic liquors.
20. A person who intends to sell alcoholic liquors for use or consumption on his or her licensed premises who does not have liquor liability insurance coverage for that premises in an amount that is at least equal to the maximum liability amounts set forth in this chapter.

3-3-10: PROCESSING OF APPLICATIONS:

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A. As directed by the commissioner and upon receipt of an application for any local liquor license authorized to be issued pursuant to this chapter, other than Class D licenses, the village manager or designee shall determine whether all requirements for the application have been met. The village manager or designee shall bring deficiencies in the application to the attention of the applicant. Once a completed application is on file, copies shall be provided to the chief of police and the commissioner. The village manager, or his/her designee(s), shall then complete a review of the application and provide findings, in writing, including a sworn affidavit from the chief of police concerning the investigation of the applicants, to the commissioner. Following the review of the application, materials and written reports prepared by staff, the commissioner shall render in writing a decision denying or granting such license.

B. Any decision of the commissioner to grant or deny a local liquor license authorized to be issued under this chapter shall be conclusive.

3-3-11: CLASSIFICATION OF LOCAL LIQUOR LICENSES:

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A. Class A: Packaged Sales
1. Conditions and Qualifications: Class A liquor licenses shall authorize the sale, on the premises specified on the license, of the type of alcohol specified by the license, for consumption not on the premises ("original package"). The following conditions and restrictions apply to all Class A liquor licenses:

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i. Limited display. Although the portion of the premises devoted to the sale of ~~the~~ alcoholic liquors need not be confined to an area which is separated from the other retail portions of the premises, no more than five percent (5%) of the total display

and sale space of the licensed premises shall be allocated to the display and sale of alcoholic liquors unless otherwise specified by the license type.

ii. Sales of spirits less than 750 milliliters (ml) must be in a locked cabinet, possess a security cap, or be packaged in a sealed gift box wherein the aggregate amount of bottles contained therein is not less than 750 ml, and in no event shall any individual bottle or container of alcoholic liquor be sold that is less than 350 ml.

iii. That portion of the premises devoted to the sale of alcoholic liquors shall not have ingress and egress separate from the ingress and egress of the nonalcoholic portions of the premises.

iv. The sale of packaged alcoholic liquors ~~are~~ is permitted only between the hours of seven o'clock (7:00) A.M. and ten o'clock (10:00) P.M. Monday through Saturday and ten o'clock (10:00) A.M. and eight o'clock (8:00) P.M. on Sunday.

v. Tastings. All Class A license holders, except gas stations, may offer and dispense ~~the~~ complimentary tastings of alcoholic liquor for their customers for consumption on the premises. "Tasting" ~~means~~ is defined as a supervised presentation of alcoholic products to the public at Class A licensed premises for the purpose of disseminating product information and education, with consumption of alcoholic products being an incidental part thereof. Up to three (3) samples, consisting of no more than (i) 1/4 ounce of distilled spirits, (ii) one ounce of wine, or (iii) two (2) ounces of beer may be served to a consumer in one day.

2. Classes of Class A Liquor Licenses.

i. Class A1 – Packaged Sale of Beer and Wine Only. A Class A1 liquor license shall authorize the sale, on the premises specified on the license, of only beer and wine for consumption not on the premises ("original package"). The holder of a Class A1 liquor license shall be subject to all of the conditions set forth in subsection A(1) of this section.

ii. Class A2 – Packaged Sale of Alcoholic Liquors. A Class A2 liquor license shall authorize the sale, on the premises specified on the license, of alcoholic liquors for consumption not on the premises ("original package"). The holder of a Class A2 liquor license shall be subject to all of the conditions set forth in subsection A(1) of this section.

iii. Class A3 – Packaged Sales at Boutiques. A Class A3 liquor license shall authorize the sale, on the premises specified on the license, of alcoholic liquors. A Class A3 liquor license is for specialty or boutique establishments that either sell gourmet food products, specialty gift products, or fine bottled wines, beers or spirits and is subject to the following conditions and qualifications:

a) The A3 local liquor license shall only be issued to an establishment that does not exceed two thousand (2,000) square feet in net sales area.

b) An A3 local liquor license shall authorize the sale of packaged sales of alcoholic liquors. An A3 local liquor license shall also authorize the retail sale of by the glass of beer and wine only, for consumption on the premises.

c) Not more than 20% of the net sales area shall be dedicated to the display of spirits.

d) Seating for persons consuming wine and beer by the glass shall not exceed 30 seats.

e) A Class A3 license may be issued only to an establishment whose principal stock in trade is fine wines, premium or craft beer, gourmet food products such as seafood, fine meats, specialty sauces, cheeses, gourmet chocolates, and similar products and specialty gift products such as fine food accessories and wine related accessories, and not quick preparation foods, or general supermarket foods, or household products. The commissioner or his or her designee shall determine if an applicant meets the definition of a specialty or boutique store.

f) Hours Limited: Sales of alcoholic liquor are permitted only between the hours of seven o'clock (7:00) A.M. and ten o'clock (10:00) P.M. Monday through Saturday and ten o'clock (10:00) A.M. and eight o'clock (8:00) P.M. on Sunday.

g) All consumption of wine or premium beer shall be discontinued within thirty (30) minutes after the closing hours recited herein.

iv. Class A4 – Supplemental License for Consumption on the Premises. A Class A4 liquor license shall be a supplemental license that authorizes holders of an A1 or an A2 liquor license to sell and dispense single servings of alcoholic liquor to their customers for consumption on the premises. A Class A4 licensee is subject to all of the conditions and qualifications set forth in subsection A(1) and subsection B(1) of this section. Sales of packaged alcoholic liquor are permitted only between the hours of seven o'clock (7:00) A.M. and ten o'clock (10:00) P.M. Monday through Saturday and ten o'clock (10:00) A.M. and eight o'clock (8:00) P.M. on Sunday. Sales of alcoholic liquor for consumption are permitted between the hours of eleven o'clock (11:00) A.M. and twelve o'clock (12:00) A.M. (midnight) Friday and Saturday and eleven o'clock (11:00) A.M. and~~to~~ ten thirty (10:30) P.M. Sunday through Thursday, with the exception of New Year's Eve, where all licensees may sell alcohol until two o'clock (2:00) A.M. on January 1st.

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B. Class B: Restaurants

1. Conditions and Qualifications. All Class B liquor licenses shall authorize the sale on the premises specified on the license in restaurants of the alcoholic liquor permitted by the specific license, for consumption on the restaurant premises. The following conditions and restrictions apply to all Class B liquor licenses unless otherwise as indicated on the liquor license:

i. The sale of alcoholic liquors for consumption is permitted only between the hours of eleven o'clock (11:00) A.M. and twelve o'clock (12:00) A.M. (midnight) Friday and Saturday and eleven o'clock (11:00) A.M. and~~to~~ ten thirty (10:30) P.M. Sunday through Thursday, with the exception of New Year's Eve, where all licensees may sell alcohol until two o'clock (2:00) A.M. on January 1st.

ii. Outdoor Seating. The licensed premise of a Class B license holder may include outdoor seating. The Class B licensee must apply for and receive a permit from the building department for any outdoor seating. Any outdoor seating must be designated on the liquor license application, approved by the building department, and approved by the commissioner.

iii. All patrons and customers of restaurants licensed for on premises consumption shall leave the premises no later than thirty (30) minutes following the closing hours recited herein.

iv. Should a licensee classified as a "restaurant" lose its food serving license from applicable Health Department authorities, the village of Hinsdale may revoke the licensee's liquor license, which renders the restaurant unable to serve liquor until the village deems otherwise.

v. Patrons are prohibited from taking any opened alcoholic beverage outside of the premises, except for a re-corked wine bottle that has been sealed in a carry-out bag in accordance with the State Liquor Control Act.

Comment [MAM1]: Can only apply to wine bottles, per state law

2. Classes of Class B Liquor Licenses

i. Class B1 – Restaurant License for Sale of Beer and Wine Only. A Class B1 liquor license shall authorize the sale, on the premises specified on the license, of only beer and wine for consumption on the premises. The holder of a Class B1 liquor license shall be subject to all of the conditions and qualifications set forth in subsection B(1) of this section.

ii. Class B2 – Restaurant License for Sale of Alcoholic Liquors. A Class B2 liquor license shall authorize the sale, on the premises specified on the license, of alcoholic liquors for consumption on the premises. The holder of a Class B2 liquor license shall be subject to all of the conditions and qualifications set forth in subsection B(1) of this section.

iii. Class B3: Bring Your Own Beverage ("BYOB"). A Class B3 local liquor license shall authorize restaurants that do not sell alcoholic beverages to permit consumption of beer or wine only, when said beer or wine is brought onto the premises of a restaurant by a person over twenty one (21) years of age for personal consumption, including consumption by their dining guest(s) who are over twenty one (21) years of age, while the patron and dining guest(s) are being served a complete meal in the restaurant, subject to all of the following conditions and qualifications set forth in subsection B(1) of this section, in addition to the following conditions and qualifications:

a) Consumption of beer and wine is restricted to the licensed premises.
b) The restaurant may charge a corkage fee to the patron.
c) No package sales shall be permitted. The sale of beer, wine, spirits or other alcoholic beverages (e.g., wine coolers, spirits, prepared mixed drinks, etc.) in single cans or bottles, kegs or pitchers or any other form is prohibited.

iv. Class B4: Restaurant License for Sale of Alcoholic Liquors and Packaged Sales. A Class B4 local liquor license shall be a supplemental license that authorizes holders of ~~an~~ a B1 or ~~an~~ a B2 liquor license to sell, on the premises specified on the license, alcoholic liquor for consumption not on the premises ("restaurant package sales"). Such sale of alcoholic liquor shall be subject to all of the qualifications set forth in subsections A(1) and B(1) of this section. Sales of packaged alcoholic liquor are permitted only between the hours of seven o'clock (7:00) A.M. and ten o'clock (10:00) P.M. Monday through Saturday and ten o'clock (10:00) A.M. and eight o'clock (8:00) P.M. on Sunday. Sales of alcoholic liquor for consumption are permitted between the hours of eleven o'clock (11:00) A.M. and twelve o'clock (12:00) A.M. (midnight) Friday and Saturday and eleven o'clock (11:00) A.M. to ten thirty (10:30) P.M. Sunday through Thursday, with the exception of New Year's Eve, where all licensees may sell alcohol until two o'clock (2:00) A.M. on January 1st.

C. Class C: Personal Services

1. A Class C liquor license shall authorize the retail sale or complimentary distribution by the glass of wine and beer only at any licensed business not otherwise eligible for a liquor license in the village of Hinsdale. Such license shall be subject to all of the following conditions:

   i. Sales By the Glass: Such license shall authorize the retail sale or complimentary dispensing by the glass of wine and beer only.

   ii. Consumption on Premises Only: The sale or dispensing by the glass of wine and beer shall be for consumption on the premises only.

   iii. Seating: Seating for customers within the premises shall not exceed thirty (30) seats.

   iv. Use Limited: Such license shall be issued only to an establishment whose principal business is not a restaurant or the retail sale of alcoholic liquors. Retail sale by the glass of wine and beer shall be permitted only incidental to the business of the establishment.

   v. Establishment Size: Such license may be issued only to an establishment that does not exceed two thousand five hundred (2,500) square feet in gross customer service area.

   vi. Unless otherwise ~~as~~ indicated on the liquor license, the sale of alcoholic liquor for consumption is permitted only between the hours of eleven o'clock (11:00) A.M. and twelve o'clock (12:00) A.M. (midnight) Friday and Saturday and eleven o'clock (11:00) A.M. and~~to~~ ten thirty (10:30) P.M. Sunday through Thursday.

   vii. All patrons and customers of a licensed business that is licensed for on premises consumption shall leave the premises not later than thirty (30) minutes following the closing hours recited herein.

D. Class D: Special Events

1. Conditions and Qualifications. A Class D local liquor license shall authorize the sale and complimentary dispensing of alcoholic liquor at a special event held by a business, not for profit, charitable, religious, governmental or civic organization. A Class D local liquor license is subject to the following conditions and qualifications:

   i. Consumption at Events: Sales and complimentary distribution of alcoholic liquor shall be for consumption at the licensed special event(s) only.

   ii. If the license application specifies a location for events to be held pursuant to the license, then the license shall authorize sales of alcoholic liquor only within the area specifically designated in the license. The organization is not required to specify authorized locations, but the commissioner may require such specificity and may limit in the license the authorized locations for the service and consumption of alcoholic beverages. The commissioner may approve or reject the proposed location in the exercise of his or her sole discretion. The fact that permission was previously granted for a different event at a specific location shall have no precedential effect and shall not obligate the commissioner to approve any other application. The license shall authorize sales of alcoholic liquor only within the area specifically approved by the village, which area may include publicly owned property.

   iii. Premises Authorization: The applicant for such license shall file with the village satisfactory evidence from the owner of the premises indicating authorization of the

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applicant to use the premises for which the special event(s) held pursuant to the license, for the entire period of time of the event.

iv. The sale of alcoholic liquor for consumption is permitted only between the hours of eleven o'clock (11:00) A.M. and~~to~~ twelve o'clock (12:00) A.M. (midnight) on Friday and Saturday and eleven o'clock (11:00) A.M. and~~to~~ ten thirty (10:30) P.M. Sunday through Thursday. All patrons and customers of a premises that is licensed for on premises consumption shall leave the premises not later than thirty (30) minutes following the closing hours recited herein.

v. Sales or distribution of alcoholic liquors at special events shall take place only in enclosed structures (including tents), but consumption may take place in the open air on property owned or leased by the organization holding the temporary license.

vi. Supervision: The service of alcoholic liquor shall be supervised by the owner or a designated agent or employee of the licensed establishment who has attained the age of twenty one (21) years.

vii. Patrons & Class Participants Only: Alcoholic liquor shall be served only to patrons of the establishment or events who are present in the serving area designated in the license.

viii. Containers: Alcoholic liquor shall be served in a container not intended or allowed to be removed from the licensed premises.

ix. Special events that are outdoors, open to the public, or have no designated area for consumption of alcohol may be subject to greater restrictions than set forth in this code. The commissioner or his or her designee may request additional information regarding the special event and has the authority to impose greater conditions and qualifications for special events which are outdoors, open to the public, or have no designated area for consumption of alcohol.

x. The applicant is responsible for securing any applicable state permit and state required insurance. If the state liquor commission requires a permit and it is not obtained, then the village temporary permit shall be deemed void ab initio. It is the responsibility of the permittee to determine whether or not a state permit is needed and issuance of a village permit has no bearing on the issue of whether a state permit is required.

2. Classes of Licenses

i. Class D1: Annual Special Event License. A Class D1 liquor license authorizes twelve (12) special events to be held by the licensee within a 12-month period. A Class D1 liquor license shall be subject to all of the conditions set forth in subsection D(1) of this section and additionally be subject to the following conditions:

a) The licensee shall notify the village at least thirty (30) days in advance of each event it intends to hold pursuant to its license and provide the village with the location and hours of each event and a brief description of the event, including whether any of the triggers set forth in section D(1)(ii) are present.

ii. Class D2: Single Special Event License. A Class D2 liquor license shall authorize the sale or distribution of alcoholic liquors for consumption on the premises only, for a single event. A Class D2 liquor license shall be subject to all of the conditions set forth in subsection D(1) of this section and additionally be subject to the following conditions:

a) Duration Limited. Such license shall be valid for a period of time not exceeding ninety-six (96) hours.
b) No organization shall receive more than five (5) D2 liquor licenses in a calendar year.

3-3-12: TERM; FEES:

A. The term of each local liquor license issued hereunder shall be from January 1 to December 31, with the exception of the D2 Single Special Event License. A local liquor license shall be valid for a term of one year unless sooner terminated, revoked or suspended.
B. The fee for the various classes of local liquor licenses shall be as follows:

License	Fee
A – Packaged Sales	
A1: Beer/ Wine	$2500 annually
A2: Liquor/Beer/Wine	$3000 annually
A3: Boutique	$2500 annually
A4: Consumption	Add $500 to above category annually
B - Restaurants	
B1: Beer/Wine	$2000
B2: Liquor/Beer/Wine	$3000
B3: BYOB	$1000
B4: Packaged Sales	Add $500 to above category annually
C: Personal Services	$2000
D - Special Events	
D1: Annual	$750
D2: Single Special Events	$100

C. For the initial term of a local liquor license, the fee shall be reduced in proportion to the full calendar months which have expired in the calendar year in which such license is issued.
Any licensee whose liquor license is forfeited, suspended or revoked shall not be eligible for a refund of the liquor license fee. ~~E.~~ The annual fee shall be due and payable by January 1 in each

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year. No licensee shall continue to engage in the business of selling alcoholic liquor unless such fee has been paid.

D. All required fees shall be paid prior to the issuance of the local license after approval by the commissioner pursuant to section 3 of this chapter. All such fees shall be forthwith deposited with the village treasurer.

3-53-13: LIMITATION ON NUMBER OF LOCAL LIQUOR LICENSES:

A. Number of Licenses: The number of authorized licenses shall be limited to the following:

Class	Number Of Licenses
A1	5
A2	1
A3	2
A4	0
B1	1
B2	10
B3	0
B4	0
C	2
D1	3
D2	0

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B. Changing Number Of Licenses: The number of licenses authorized in this section 3-3-13 shall remain at the number set forth in this section unless amended by the corporate authorities of the village when it is determined to be in the best interests of the village to increase or decrease the number of licenses; provided, however and notwithstanding any other provision in this chapter, that if any license is revoked, the number of authorized licenses in the class of the license revoked shall, without further action by the corporate authorities of the village, be reduced by the total number of revoked licenses in the particular class at the time the license is revoked.

3-3-14: RENEWAL; EFFECT OF FAILURE TO RENEW:

Any licensee may renew his local liquor license at the expiration thereof, provided the licensee is then entitled to receive a local liquor license and the premises for which such renewal license is sought is still suitable for such purpose. Application for renewal shall be filed no later than sixty (60) days before the liquor license expires. The application shall state: the name of the licensee; name and address of the business conducting sales; class of the local liquor license; period for which renewal is sought; changes, if any, made since the original application and/or previous renewal; name and address of the current manager of the business conducting sales; and, an

affidavit stating the application for the renewal is true and complete and that no changes to the original application for a local liquor license, other than those noted in the renewal application, exist. Any local liquor license issued pursuant to this chapter shall terminate by operation of law if not renewed within ten (10) days after the date of its expiration. Thereafter, the licensee may apply for a new local liquor license, consideration of which application shall be made pursuant to the procedures established by this chapter.

3-3-15: CHANGE IN PERSONNEL:

A. The occurrence of any of the following events are examples of what shall be deemed to constitute a change in the identity of the holder of a local liquor license issued under this chapter, for which a new local liquor license shall be required:
   1. With respect to any licensee that is a corporation or limited liability company, the replacement or addition of any officer, director, or manager of said corporation or any shareholder owning directly or indirectly (including ownership by members of the same household) five percent (5%) or more of the outstanding shares of any class of the capital stock of said corporation;
   2. With respect to any licensee that is a general partnership, the replacement or addition of any general partner;
   3. With respect to any licensee that is a limited partnership, the replacement or addition of any general partner or of any limited partner holding directly or indirectly (including ownership by members of the same household) more than a five percent (5%) interest in the earnings of said limited partnership.

B. Upon the occurrence of any of the events described in subsection A of this section, the licensee shall, as promptly as practicable, and in any event within five (5) regular business days after the occurrence of such event, give the village manager or designee written notice describing such event in reasonable detail; the village manager or designee shall then promptly deliver such notice to the commissioner. Failure to give the notice required by the provisions of this subsection shall constitute a violation of this chapter, subjecting the licensee to revocation or suspension of the local liquor license. No additional license fee shall be payable for a new local liquor license required by virtue of the occurrence of any of the events described in subsection A of this section, and so long as an application therefore is pending and not yet acted on by the commissioner, the applicant may continue to conduct its business and operations under the local liquor license in effect immediately prior to such occurrence.

C. Within ten (10) days of any change of manager or agent conducting business for the licensee, the licensee shall report such change to the village manager or designee and shall provide information concerning such manager or agent as required in section 3-3-23 of this chapter. The chief of police shall then promptly deliver such notice to the commissioner.

3-3-16: CHANGE OF LOCATION:

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A local liquor license shall permit the sale of alcoholic liquor only in the premises described in the application for such license. Such location may be changed only upon written permission to make such changes issued by the commissioner. No change of location shall be permitted unless the proposed new location is a proper one for the sale of alcoholic liquor under the laws of the state of Illinois, and under ordinances of the village.

3-3-17: INSURANCE REQUIRED:

No local liquor license shall be granted to any applicant until such applicant furnishes evidence satisfactory to the commissioner that such applicant is covered by a policy of liquor liability insurance in an amount sufficient to cover the maximum amount of liability under the State Liquor Control Act and provided by a company satisfactory to the village and, in the event the applicant is not the owner of the premises described in said application, that the applicant has a lawful right to possession of the same until the expiration of the term of the local liquor license for which application is made.

Each licensee shall furnish the commissioner with a certificate of such insurance and in the event of cancellation, the commissioner shall be notified no less than thirty (30) days prior to such cancellation.

3-3-18: CESSATION OF BUSINESS:

Any licensee who has ceased to do business at the premises for which he has obtained a local liquor license hereunder, or closes his place of business for a period of thirty (30) successive days or longer without written permission from the commissioner, shall be subject to having its local liquor license declared forfeited and lapsed by order of the commissioner.

3-3-19: LOCAL LIQUOR LICENSE A PERSONAL PRIVILEGE; NOT TO BE SUBJECT TO ATTACHMENT, TRANSFER, DEVOLUTION:

A local liquor license shall be purely a personal privilege, effective for a maximum of one year after issuance, unless sooner revoked or expired if acquired mid-year as in this chapter provided, and shall not constitute property, nor shall it be subject to attachment, garnishment or execution, nor shall it be alienable or transferable, voluntarily or involuntarily, nor subject to being encumbered or hypothecated. Such local liquor license shall cease upon the death of a licensee who is an individual person, and shall not descend to any heirs of the licensee; provided, that executors or administrators of the estate of any deceased licensee, and the trustee of any insolvent or bankrupt licensee, when such estate consists in part of a business involved in the sale of alcoholic liquor, may continue the business of the sale of alcoholic liquor under order of the appropriate court, and may exercise the privileges of the deceased or insolvent or bankrupt licensee after the death of such decedent or such insolvency or bankruptcy until the expiration of such local liquor license, but not longer than six months after the death, bankruptcy or insolvency of such licensee.

3-3-20: RECORDS:

The village clerk shall cause to be kept a complete record of all local liquor licenses issued.

3-3-21: DISPLAY OF LOCAL LIQUOR LICENSE:

Any local liquor license issued under this chapter shall be displayed by the licensee at all times in a conspicuous place where it is readily visible to an inspecting officer and to the customers of the licensee.

3-3-22: RESPONSIBILITY FOR AGENTS AND EMPLOYEES:

Every act or omission of whatsoever nature constituting a violation of any of the provisions of this chapter, by any officer, director, manager or other agent or employee of any licensee, shall be deemed and held to be the act of such employer or licensee, and said employer or licensee shall be punishable in the same manner as if said act or omission had been done or omitted by the employer or licensee personally.

3-3-23: NOTIFICATION AND APPLICATION OF NEW MANAGERS:

A. A licensee whose business is conducted by a manager or agent, and who acquires, hires, transfers in, promotes, or appoints a new manager, not listed as a manager in the original application for a local liquor license, shall within five (5) days, including Sundays and holidays, of the date the new manager commences his/her duties, submit a completed "new manager's application" to the commissioner, which application shall contain no less than the following statements and information:
   1. The new manager's full name, birth date, address, telephone number, driver's license number, and social security number.
   2. An affirmation by attachment of the new manager's signature and the licensee's signature that the new manager has not in the past and will not in the future violate any laws of the State or of the United States, or any ordinance of the village, controlling the sale of alcoholic liquor and the conduct of his business.
   3. The new manager shall further affirm by his signature that he/she has never sold, delivered, or given away any alcoholic liquor in violation of any state of Illinois law, or village ordinance, to a person under the minimum age required to purchase or possess alcoholic liquor.
   4. The new manager shall further affirm by his/her signature that he/she has never been convicted of a felony or Class A misdemeanor and is not disqualified to receive a local liquor license by reason of any manner or thing contained in the laws of the State or provisions of this chapter.
   5. Arrange for fingerprinting with the village police department of the new manager and provide a money order or cashier's check in the amount of fifty dollars ($50.00) made payable to the village at the time of fingerprinting.
   6. Provide the village police department with the new manager's current home address and ~~his~~ addresses for the ten (10) year period prior to ~~his~~ the new manager's application, with clear indication of the specific number of years the manager resided at each address.
   7. Inform the village police department whether the new manager has ever been known at any time by any other name or names. If the new manager has been known by another name or names, a list of such names shall be submitted to the village police department.

B. Within fifteen (15) days of ~~his~~ receipt of the new manager's application, the village manager or designee ~~shall~~ rule whether the new manager is qualified to manage the licensee's

operation with respect to the sale of alcoholic liquor. Upon disapproval of any new manager for failure to comply with any of the requirements of this provision, the licensee shall, immediately upon written notification by the village manager, terminate the new manager's duties with respect to the sale of alcoholic liquors. If the licensee immediately relieves the new manager of his/her duties pursuant to the order of the village manager and is able to provide for continued management of the licensed premises by any person previously qualified to manage the licensed premises by reason of a prior application, the licensee may continue to sell alcoholic liquor.

C. If, however, the licensee is unable to provide another person previously qualified to manage the licensed premises pursuant to a prior application, the licensee shall terminate the sale of alcoholic liquor until such times as the village manager approves a subsequent application for a new manager complying with all the requirements of this section. This section shall in no way be interpreted to preclude the commissioner from proceeding to hearing for violations of any sections of this chapter, including this section, and the licensee shall further be subject to any and all other penalties that may be imposed pursuant to section 3-3-27 of this chapter as a result of the licensee's failure to comply with this section.

3-3-24: PROHIBITED ACTIVITIES ON LICENSED PREMISES:

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A. Gambling: It shall be unlawful to permit any gambling on any premises licensed to sell alcoholic liquor.

B. Discount, Promotion, Gift: It shall be a violation of this chapter for any licensee, officer, employee, agent or representative of any licensee to knowingly offer any discount, promotion, gift, service or other product to any employee or elected official of the village. This section shall not include any promotion, discount, gift, service or product provided without discrimination to the general public.

C. Alcopops: It shall be unlawful to sell for consumption an alcohol malt beverage containing caffeine, guarana, taurine, or ginseng, where the beverage constitutes 0.5% or more of alcohol by volume, unless individual containers of the beverage have imprinted on each individual container the following: the words "contains alcohol" and the alcohol content of the beverage.

D. Happy Hours Prohibited. No licensee or employee or agent of such licensee shall:

1. Sell more than one (1) drink of alcoholic liquors for the price of one (1) drink of alcoholic liquors; or
2. Sell, offer to sell or serve to any person an unlimited number of drinks of alcoholic liquor during any set period of time for a fixed price, except at private functions not open to the general public as provided in the Liquor Control Act; or
3. Increase the volume of alcoholic liquor contained in a drink, or the size of a drink of alcoholic liquor, without increasing proportionately the price regularly charged for the drink on that day; or
4. Encourage or permit, on the licensed premises, any game or contest which involves drinking alcoholic liquor or the awarding of drinks of alcoholic liquor as prizes for such game or contest on the licensed premises; or
5. Advertise or promote in any way, whether on or off the licensed premises, any of the practices prohibited under this subsection D.

E. Sale Of Unmixed Spirits For On Premises Consumption. No unmixed spirits shall be sold or offered for sale at retail for consumption on the premises, except in a container having a minimum capacity of no less than one fluid ounce and which contains at the time of sale no less than one fluid ounce of the beverage being sold.

F. Equal Enjoyment: No licensee shall deny or permit its agents or employees to deny any person the full and equal enjoyment of the accommodations, advantages, facilities and privileges of any premises in which alcoholic liquors are authorized to be sold subject only to the conditions and limitations established by law and applicable alike to all citizens.

G. Drug Paraphernalia. No licensed premises shall sell or offer for sale drug paraphernalia, as defined in section 5-3-21 of this code.

H. Unobstructed View Of Licensed Premises: No screen, blind, curtain, partition, article or other obstruction shall be permitted in the windows or upon the doors, including any entrance, of any licensed premises, nor inside such premises, which shall prevent a clear view into the interior of such licensed premises from the street, road or sidewalk at all times, and no screen, blind, curtain, partition, article or other obstruction, nor any arrangement of lights or lighting, shall be permitted in or about the interior of such licensed premises which shall prevent a clear view of the interior of the premises from the street, road or sidewalk. All rooms where alcoholic liquor is sold for consumption on the licensed premises shall be continuously lighted during business hours by natural light or artificial white light so that all parts of the interior of the premises shall be clearly visible. No closed or partially closed room or screened place shall be maintained within any licensed premises for the service or consumption of alcoholic liquor; provided, however, that nothing herein contained shall be construed to prohibit the use for such service or consumption of an open room by way of an open stairway.

3-3-25: PERMITTED HAPPY HOURS, MEAL PACKAGES, PARTY PACKAGES, AND ENTERTAINMENT PACKAGES.

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A. As used in this section:
   1. "Dedicated event space" means a room or rooms or other clearly delineated space within a retail licensee's premises that is reserved for the exclusive use of party package invitees during the entirety of a party package. Furniture, stanchions and ropes, or other room dividers may be used to clearly delineate a dedicated event space.
   2. "Meal package" means a food and beverage package, which may or may not include entertainment, where the service of alcoholic liquor is an accompaniment to the food, including, but not limited to, a meal, tour, tasting, or any combination thereof for a fixed price by a retail licensee or any other licensee operating within a sports facility, restaurant, winery, brewery, or distillery.
   3. "Party package" means a private party, function, or event for a specific social or business occasion, either arranged by invitation or reservation for a defined number of individuals, that is not open to the general public and where attendees are served both food and alcohol for a fixed price in a dedicated event space.

B. A licensee may:
   1. offer free food or entertainment at any time;
   2. include drinks of alcoholic liquor as part of a meal package;
   3. sell or offer for sale a party package only if the liquor licensee:

i. offers food in the dedicated event space;
ii. limits the party package to no more than 3 hours;
iii. distributes wristbands, lanyards, shirts, or any other such wearable items to identify party package attendees so the attendees may be granted access to the dedicated event space; and
iv. excludes individuals not participating in the party package from the dedicated event space;

4. include drinks of alcoholic liquor as part of a hotel package;
5. negotiate drinks of alcoholic liquor as part of a hotel package;
6. provide room service to persons renting rooms at a hotel;
7. sell pitchers (or the equivalent, including, but not limited to, buckets of bottled beer), carafes, or bottles of alcoholic liquor which are customarily sold in such manner, or sell bottles of spirits;
8. advertise events permitted under this section;
9. include drinks of alcoholic liquor as part of an entertainment package where the licensee is separately licensed by a municipal ordinance that (A) restricts dates of operation to dates during which there is an event at an adjacent stadium, (B) restricts hours of serving alcoholic liquor to 2 hours before the event and one hour after the event, (C) restricts alcoholic liquor sales to beer and wine, (D) requires tickets for admission to the establishment, and (E) prohibits sale of admission tickets on the day of an event and permits the sale of admission tickets for single events only; and
10. discount any drink of alcoholic liquor during a specified time period only if:
    i. the price of the drink of alcoholic liquor is not changed during the time that it is discounted;
    ii. the period of time during which any drink of alcoholic liquor is discounted does not exceed 4 hours per day and 15 hours per week; however, this period of time is not required to be consecutive and may be divided by the licensee in any manner;
    iii. the drink of alcoholic liquor is not discounted between the hours of 10:00 p.m. and the licensed premises' closing hour; and
    iv. notice of the discount of the drink of alcoholic liquor during a specified time is posted on the licensed premises or on the licensee's publicly available website at least 7 days prior to the specified time.

C. A violation of this section shall be grounds for suspension or revocation of the retailer's license as provided by this chapter.
D. All licensees affected by this section must also comply with sections 6-16, 6-21, and 6-27.1 of the State Liquor Control Act.

3-3-26: ALCOHOLIC LIQUOR IN PUBLIC PLACES AND MOTOR VEHICLES:

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Consumption And Possession Of Open Containers In Public Places Prohibited: Except as may be permitted pursuant to the State Liquor Control Act, and this code, it shall be unlawful for any person to consume, or to possess open containers of, alcoholic liquor in any public building or on any public property or right of way; provided, however, that alcoholic liquor may be served, consumed or possessed: 1) in the lodge building at Katherine Legge Memorial Ppark or in any temporary structure attached or adjacent to such building, but only for private personal use pursuant to the terms of a license for such building issued pursuant to chapter 9 of this title, 2) in a restaurant in the Brush Hill train station located at 25 East Hinsdale Avenue, but only in

accordance with the terms of a local liquor license for such restaurant issued pursuant to section 3-3-11 of this chapter, 3) pursuant to a valid class D special event license issued pursuant to section 3-3-11 of this chapter, 4) pursuant to a valid class B restaurant license issued pursuant to section 3-3-11 when outdoor space has been approved as part of the local liquor license, and 5) in any enclosed village building belonging to the village and under the control of the village for private personal use, provided that a license agreement for the use of the building has been previously approved by the village manager or a lease agreement has been approved by the village board.

3-3-27: FINE, SUSPENSION, REVOCATION, AND NONRENEWAL OF LOCAL LIQUOR LICENSE GENERALLY; APPEAL:

A. Revocation, Suspension, and/or Denial: The commissioner may, in accordance with the State Liquor Control Act, revoke, suspend, or deny the renewal of any local liquor license issued under the provisions of this chapter and/or levy a fine on the licensee if it is determined that the licensee has violated any of the provisions of the State Liquor Control Act, this chapter, or any other ordinance or resolution enacted by the village, or any applicable rules or regulations established by the commissioner or the Illinois Liquor Control Commission, or any State or Federal statute. However, no such license shall be revoked, suspended, or denied renewal, nor may a fine be levied except after a public hearing by the commissioner upon a three (3) business days written notice to the licensee affording the licensee an opportunity to appear and defend the charges contained in such notice. The three (3) business days notice provisions shall begin the day following delivery of notice to the licensee if delivered in person, or two (2) business days after such notice was deposited in the U.S. mail, it being conclusively presumed that such licensee shall have received such notice within two (2) business days after deposit in the U.S. mail.

B. Emergency Authority: If the commissioner has reason to believe that any continued operation of a particular licensed premises will immediately threaten the welfare of the community, the commissioner may, upon the issuance of a written order stating the reason for such conclusion and without notice or hearing, order the licensed premises closed for not more than seven (7) business days, giving the licensee an opportunity to be heard during that period. If the licensee is also engaged in another business on the licensed premises, such order shall not be applicable to such other businesses.

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The commissioner shall, within five (5) business days after such hearing, if it is determined after such hearing that the local liquor license should be revoked, suspended, or denied renewal, or that the licensee should be fined, state the reason for such determination in a written order, including in such order the amount of the fine, period of suspension, or that the license has been revoked or denied renewal, and shall serve a copy of such order within the five (5) business days upon the licensee by depositing the copy of such order in the U.S. mail.

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C. Appeal: Appeal of any decision of the commissioner shall be permitted to the extent, and shall be conducted in the manner, provided for in section 7-9 of the State Liquor Control Act. Appeal of any decision of the commissioner regarding the nonrenewal of a license shall only be allowed if required by law, otherwise such decision of the commissioner shall be final and

nonreviewable. Any licensee determined by the commissioner to have violated any of the provisions of the State Liquor Control Act, or any ordinance or resolution of the village, or any rule or regulation established by the commissioner, or the Illinois Liquor Control Commission, shall pay to the village the costs of the hearing before the commissioner on such violation. The commissioner shall determine the cost incurred by the village for the hearings, including, but not limited to: court reporter fees, the costs of transcripts or records, the cost of preparing and mailing notices and orders, and all other miscellaneous expenses incurred by the village.

The licensee shall pay said costs to the village within thirty (30) business days of notification of the costs by the commissioner. In the event of an appeal to the Illinois Liquor Control Commission, and in cases where appeal is taken pursuant to the Administrative Review Act, payment is due ten (10) business days after the entry of an order finally affirming the determination of the commissioner. Failure to pay said costs within ten (10) business days of notification is a violation of this section and may be cause for local liquor license suspension or revocation. In the event a local liquor license is revoked, the licensee shall forfeit all sums therefore paid to the village in connection with such local liquor license.

D. Non-Licensee Fines: Any person, partnership, corporation, limited liability company, that is not a licensee, violating any provision of this chapter shall be fined not less than one hundred dollars ($100), nor more than one thousand dollars ($1,000) per offense. Each day on or during which a violation occurs or continues shall constitute a separate violation.

E. Licensee Fines: If a licensee violates any provision of this chapter, the licensee shall be fined an amount not exceeding one thousand dollars ($1,000) for a first violation within a twelve (12) month period, fifteen hundred dollars ($1,500) for a second violation within a twelve (12) month period, and two thousand five hundred dollars ($2,500) for a third or subsequent violation within a twelve (12) month period. Not more than fifteen thousand dollars ($15,000) in fines under this chapter may be imposed against any licensee during any one (1) licensing period. A separate offense shall be deemed committed on or during each day during or on which a violation occurs or continues.

F. Other Penalties: If the commissioner determines that a licensee has violated any provision of this chapter, the licensee may be subject to having its local liquor license revoked, suspended, or not renewed, in addition to all other remedies set forth in this chapter.

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3-3-28: AFTER REVOCATION OF LOCAL LIQUOR LICENSE:

When any license shall have been revoked for any cause, no license shall be granted to the individual, partnership, corporation, or limited liability company that held the license or was included on the application or manager's list for the revoked license, for the period of one (1) year thereafter unless the revocation order has been vacated or unless the revocation order was entered as to the licensee only.

3-3-29: VIOLATION OF RETAILER'S OCCUPATION TAX ACT:

In addition to other grounds specified in this chapter, the commissioner may refuse the issuance or renewal of a local liquor license, or suspend or revoke such license, for violations of section 3 of the Retailer's Occupation Tax Act, as amended, 35 ILCS 120/3. Violations of this section shall be subject to the procedures of section 27 of this chapter.

3-3-30: SIGNS; ADVERTISEMENTS:

A. No sign which is visible from outside of the premises where alcoholic liquor is sold, which promotes or advertises the sale of alcoholic liquor, or identifies the licensee's premises as a place where alcoholic liquor is served, shall be placed or erected inside or outside of the licensed premises.

B. Certain Signage Prohibited: No person shall post, permit, keep, maintain, or allow on or in any licensed premises any sign that is visible from any point or place outside of the licensed premises and that: a) advertises, depicts, or in any other way represents any alcoholic liquor or any alcoholic liquor maker, distributor, brand, slogan, or logo or b) announces, advertises, depicts, or in any other way represents any alcoholic liquor sale or special event. This subsection shall not prohibit the use of the legal name of the licensed business on signage that otherwise complies with applicable codes, ordinances, and regulations.

C. Advertising: Except as stated in subsection L1 of this section, the license holder may advertise or promote through any media or other means of communication in any way at any time, whether on or off the premises, provided that such advertising shall otherwise comply with state statutes and with all codes, ordinances and regulations of the village of Hinsdale.

D. Every licensee shall cause the following signs with the below messages to be framed and hung in plain view: The sign shall be no larger than 8 1/2 inches by 11 inches.

1. "GOVERNMENT WARNING: ACCORDING TO THE SURGEON GENERAL, WOMEN SHOULD NOT DRINK ALCOHOLIC BEVERAGES DURING PREGNANCY BECAUSE OF THE RISK OF BIRTH DEFECTS. IF YOU NEED ASSISTANCE FOR SUBSTANCE ABUSE, PLEASE CALL THE OFFICE OF ALCOHOLISM AND SUBSTANCE ABUSE (OASA) AT 1-800-843-6154."

2. "WARNING: IF YOU ARE UNDER TWENTY ONE YEARS OF AGE, YOU ARE SUBJECT TO A FINE UP TO ONE THOUSAND DOLLARS UNDER THE HINSDALE VILLAGE CODE IF YOU PURCHASE ALCOHOLIC LIQUOR OR MISREPRESENT YOUR AGE FOR THE PURPOSE OF PURCHASING OR OBTAINING ALCOHOLIC LIQUOR. OFFICIAL PHOTO IDENTIFICATION WILL BE REQUIRED TO PROVE AGE BEFORE PURCHASE."

E. Every licensee shall cause his/her State and Local liquor licenses to be framed and hung in plain view in a conspicuous place on the licensed premises.

3-3-31: SALE TO CERTAIN PERSONS PROHIBITED:

A. No licensee shall sell, give, or deliver alcoholic liquor, including beer and wine, to any person under the age of twenty one (21) years, or to any intoxicated person, or to any person known

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by licensee, or any of licensee's employees or agents to be under legal disability or in need of mental treatment.

B. If a person under the age of twenty one (21) years is in possession of alcoholic liquor on premises licensed to sell alcoholic liquor for consumption on such premises, it shall be presumed that the licensee sold, gave, or delivered such alcoholic liquor to the minor in possession thereof.

C. For the purpose of preventing the violation of this section, any licensee, or licensee's agent or employee, may refuse to sell or serve alcoholic liquor to any person who is unable to produce adequate written evidence of identity and of the fact that he or she is over the age of twenty one (21) years.

3-3-32: EVIDENCE OF AGE OF PERSON ATTEMPTING TO PURCHASE OR RECEIVE ALCOHOLIC LIQUOR:

A. If a licensee, or its agent or employee, believes, has reason to believe, or should have reason to believe, that a sale or delivery of alcoholic liquor is prohibited because the prospective recipient is under the age of twenty one (21) years, then, before making such sale or delivery, the licensee shall demand presentation of no less than two (2) positive forms of identification issued by a public officer in the performance of official duties, and containing proof of age and one (1) shall contain a picture of the holder thereof. A traffic citation shall not be accepted as identification or evidence of age.

B. No person shall transfer, alter, or deface an identification card issued by a Federal, State, County or Municipal government or subdivision or agency thereof, use the identification card of another, carry or use a false or forged identification card, or obtain an identification card by means of false identification.

C. No person shall purchase, accept delivery, or have possession of alcoholic liquor by the use of an altered, forged, or defaced identification card or by the use of an identification card of another person.

D. No person shall misrepresent his or her age for the purpose of purchasing or obtaining alcoholic liquor in any place in the village where alcoholic liquor is offered for sale.

3-3-33: EMPLOYMENT OF UNDERAGE PERSONS:

A. It shall be unlawful for any licensee, or any officer, associate, member, representative, agent, or employee of such licensee, to engage, employ, or permit any person under the age of twenty one (21) years to draw, pour, mix, or deliver any alcoholic liquor in any licensed premises.

B. It shall be unlawful for any licensee or any agent or employee of any licensee holding a local liquor license authorizing the sale of alcoholic liquor not for consumption on the premises to permit any employee under the age of twenty one (21) years to sell, stack, display or otherwise handle alcoholic liquor.

3-3-34: UNLAWFUL POSSESSION AND CONSUMPTION BY PERSONS UNDER AGE:

A. Underage Consumption: No person under the age of twenty one (21) years shall possess, consume, purchase or accept the delivery or gift of alcoholic liquor within the village; except, however, that the possession and dispensing, or consumption by a person under the age of twenty one (21) years of alcoholic liquor in the performance of a religious service or ceremony, the consumption by a person under the age of twenty one (21) years under the direct supervision and approval of the parent or guardian of such underage person in the privacy of the parent's or guardian's home, or the possession and delivery of alcoholic liquor

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in pursuance of a person's lawful employment is not prohibited and shall not be construed as a violation of this section.

B. Underage Delivery: No person after purchasing or otherwise obtaining alcoholic liquor shall sell, give or deliver such alcoholic liquor to another person under the age of twenty one (21) years, except as allowed under paragraph A of this section.

C. Solicitation: No person under the age of twenty one (21) years shall solicit a person to buy alcoholic liquor for him/her.

D. Proof Of Consumption Or Possession: There shall be a rebuttable presumption that a minor has consumed or possessed alcoholic liquor in violation of this section where either:

1. The presence of alcoholic liquor in a minor's body is shown by a measurement of blood alcohol concentration; or
2. The arresting officer:
   i. Observes one or more recognized indicia of the presence of alcoholic liquor in a minor's body, including, without limitation, an odor of alcoholic liquor on the minor's breath or impaired motor coordination or speech; and
   ii. Offers the minor an opportunity to submit to a blood, urine or breath test to determine if alcoholic liquor is present in the minor's body and the minor refuses to take such a test.

3-3-35: PARENTAL RESPONSIBILITY:

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It shall be unlawful for any person to intentionally or knowingly suffer or permit any child under the age of twenty one (21) of whom he or she is the parent, guardian, or responsible for to violate any provision of this chapter.

3-3-36: RESPONSIBILITY OF THE OWNER OR OCCUPANT OF PREMISES:

A. It shall be unlawful for any owner or occupant of any premises located within the village to intentionally or knowingly allow any person under the age of twenty one (21) years and not his child to remain on such premises while such child possesses alcoholic liquor.

B. Prohibited Gatherings: It shall be unlawful for any person intentionally or knowingly to permit a gathering at a residence that he or she occupies of two (2) or more persons where any one or more of such persons is a minor if:

1. The person occupying the residence knows that any such minor is in possession of or is consuming any alcoholic liquor; and
2. The possession or consumption of the alcoholic liquor by such minor is not otherwise permitted by this chapter.

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3-3-37: GENERAL:

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A. False Statements: It shall be a violation of this chapter for any licensee or any officer, associate, member, representative, agent, or employee of any licensee to make a false statement of fact to a police officer investigating an alleged violation of the State Liquor Control Act or of this chapter.

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B. BASSET Program: All licensees shall be required to have all employees who may, as part of their job, serve, sell, deliver, or distribute alcoholic liquor to a customer on the licensed premises, as well as anyone whose job includes checking identification cards of patrons to purchase alcohol or enter the premises, obtain a BASSET Certification within one hundred and twenty (120) days of being hired. At least one BASSET, TIPS, or equivalently trained employee shall be present at the licensed premises at all times when alcoholic beverages are being sold or served for consumption on the licensed premises. The BASSET Certificate then belongs to the employee and is transferred with the employee to any new place of employment. A BASSET Certificate is valid for three (3) years. These provisions do not apply to special event retailers, or distributors, volunteers serving alcohol at charitable functions, or instructors who are teaching the proper technique for using a system that dispenses alcohol. Each licensee shall supply the village with copies of the course completion certificate(s) for all employees who have successfully completed the BASSET Program. A copy of the BASSET Program completion certificate(s) shall also be made available at all times at the licensed premises for inspection by the village police department. Any licensee, person, firm, partnership, corporation, or limited liability company violating the provisions of this subsection E shall be subject to the penalties set forth in this chapter.

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C. Applicability of Other Laws. All of the provisions, including all words and phrases, of the state liquor control act and the rules and regulations issued by the Illinois liquor control commission pertaining to local control of alcoholic liquor, as the same may be amended from time to time, are hereby incorporated into and declared to be a part of this chapter as if expressly set forth herein. Further, nothing in this chapter shall excuse or release any person from compliance with the requirements of any other applicable federal, state or local code, ordinance, regulation, or rule.

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3-3-38: METHOD OF NOTICE:

All notices therein required shall be in writing. Unless an alternate method of service is set forth in this chapter, notice shall be effective upon service by delivery of the notice personally to any agent of the licensee on the licensed premises, as well as by mailing the notice by certified mail, return receipt requested, to the owner, if the licensee is an individual; to a partner, if the licensee is a partnership; to the registered agent of the licensee, if the licensee is a corporation or limited liability company; or to the signatories of the application, if the licensee is a not-for-profit organization.

8c

DATE: December 8, 2015

REQUEST FOR BOARD ACTION

AGENDA SECTION NUMBER Second Reading-ACA	ORIGINATING DEPARTMENT Finance
ITEM 2015 Tax Levy Documents	Darrell J. Langlois APPROVAL Assistant Village Manager

Attached are a summary memorandum and a number of Ordinances and Resolutions related to the 2015 Property Tax Levy. Should the Village Board concur with the tax levy as presented, the following motions are appropriate:

1. To approve an Ordinance Levying Taxes for Corporate Purposes for the Fiscal Year of the Village of Hinsdale, Illinois Commencing on May 1, 2015 and Ending on April 30, 2016 in the aggregate amount of $11,104,687.
2. To approve a Resolution abating the tax hereto levied for the year 2015 to pay the principal of and interest on $3,500,000 General Obligation Bonds (Waterworks and Sewerage System Alternate Revenue Source), Series 2008C, of the Village of Hinsdale, DuPage and Cook Counties, Illinois.
3. To approve a Resolution abating the tax hereto levied for the year 2015 to pay the principal of and interest on $1,425,000 Taxable General Obligation Bonds (Alternate Revenue Source), Series 2011, of the Village of Hinsdale, DuPage and Cook Counties, Illinois.
4. To approve a Resolution abating the tax hereto levied for the year 2015 to pay the principal of and interest on $5,000,000 General Obligation Bonds (Alternate Revenue Source), Series 2012A, of the Village of Hinsdale, DuPage and Cook Counties, Illinois.
5. To approve a Resolution abating the tax hereto levied for the year 2015 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.
6. To approve a Resolution abating the tax hereto levied for the year 2015 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.
7. To approve a Resolution abating the tax hereto levied for the year 2015 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.

APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL

COMMITTEE ACTION: The Village Board held the First Reading of this item on November 17, 2015. At its meeting on November 17, 2015, the Hinsdale Public Library changed their tax levy amount to hold it flat at the 2014 extension amount. The tax levy ordinance has been revised from the first reading to incorporate the changes made by the Library Board.

BOARD ACTION:

VILLAGE OF HINSDALE

ORDINANCE NO. O2015-_____

AN ORDINANCE LEVYING TAXES FOR CORPORATE PURPOSES FOR THE FISCAL YEAR OF THE VILLAGE OF HINSDALE, ILLINOIS, COMMENCING ON MAY 1, 2015 AND ENDING ON APRIL 30, 2016

WHEREAS, the President and Board of Trustees of the Village of Hinsdale, Cook and Du Page Counties and State of Illinois, did on July 7, 2014, adopt and approve Hinsdale Ordinance No.O2015-24, the Annual Appropriation Ordinance for the Village for the fiscal year commencing May 1, 2015 and ending April 30, 2016 the amount of such appropriations being the aggregate sum of $60,398,228, and

WHEREAS, the Corporate Authorities of the Village of Hinsdale have ascertained that the total amount of appropriations budgeted for in 2016 and amounts deemed necessary to defray additional expenses and liabilities for all corporate purposes to be provided for by the tax levy for the fiscal year commencing May 1, 2015, and ending April 30, 2016, amounts to $11,104,687 and

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

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

Section 2. Tax Levy. There shall be and is hereby levied on all taxable property within the corporate limits of the Village of Hinsdale for the fiscal year commencing May 1, 2015, and ending April 30, 2016, the sum of $11,104,687 for General Corporate purposes including Police Protection, Fire Protection, Recreation Programs for Handicapped, Debt Service Fund, Police Pension Fund, Firefighters Pension Fund and Library Funds, making a combined levy of $11,104,687 as set forth in the attached Exhibit A, which Exhibit A is by this reference hereby fully incorporated into and made a part of this Ordinance.

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

Section 4. Filing with County Clerk. The Village Clerk is hereby authorized and directed to file a certified copy of this Ordinance with the County Clerk of Cook County, Illinois, and the County Clerk of DuPage County, Illinois, prior to December 29, 2015, and in accordance with law, so that said tax may be extended and collected according to law.

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

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

PASSED this 8th day of December 2015.

AYES:

NAYS:

ABSENT:

APPROVED this 8th day of December 2015.

_____

Thomas Cauley, Village President

ATTEST:

_____

Christine Bruton, Village Clerk

Exhibit A - 2015 Tax Levy Ordinance

Corporate Fund - 10000			Tax Levy
General Government Department - 1000		Appropriation	Amount
7001	Salaries & Wages	1,013,048	
7002	Overtime	10,000	
7003	Temporary Help	111,552	
7005	Longevity Pay	2,600	
7099	Water Fund Cost Allocation	(751,296)	
7101	Social Security	62,805	
7102	IMRF	145,275	
7105	Medicare	16,489	
7111	Employee Insurance	171,010	
7201	Legal Services	250,000	
7204	Auditing	26,000	
7206	Planning Services	0	
7299	Misc. Professional Services	15,000	
7309	Data Processing	96,000	
7399	Misc. Contractual Services	72,920	
7401	Postage	17,500	
7402	Utilities	2,500	
7403	Telephone	13,000	
7414	Legal Publications	8,000	
7415	Employment Advertising	2,500	
7419	Printing & Publications	11,650	
7499	Misc. Services	4,800	
7501	Office Supplies	14,160	
7503	Gasoline & Oil	700	
7508	Licenses	2,600	
7520	Computer Equipment Supplies	19,175	
7539	Software Purchases	14,075	
7599	Misc. Supplies	4,300	
7602	Office Equipment	7,500	
7603	Motor Vehicles	0	
7606	Computer Equipment	1,000	
7701	Conferences & Staff Development	14,930	
7702	Memberships & Subscriptions	23,799	
7703	Employee Relations	13,675	
7706	Plan Commission	500	
7707	Historic Preservation Commission	10,000	
7709	Board of Fire & Police Commissioners	12,500	
7710	Economic Development Commission	90,000	
7711	Zoning Board of Appeals	500	
7712	Design Review Commission	0	
7714	Zoning Code Task Force	0	
7720	Contributions	0	
7725	Ceremonial Occasions	1,500	
7729	Principal Expense	194,138	260,000
7735	Educational Training	800	

7736	Personnel	800	
7737	Mileage Reimbursement	300	
7749	Interest Expense	14,282	13,123
7765	Sr. Taxi Program	0	
7795	Bank & Bond Fees	46,100	
7799	Misc Expenses	100,000	
7810	IRMA Premiums	25,068	
7812	Self-Insured Deductible	25,000	
7899	Other Insurance	275	
7901	Office Equipment	0	
7909	Buildings	92,000	
7918	General Equipment	39,000	
7919	Computer Equipment	87,000	
7990	Contingency for Unforeseen Expenses	215,703	
	Total General Government Department	2,372,733	273,123

Corporate Fund - 10000

Police Department - 1200		**Appropriation**	**Tax Levy Amount**
7001	Salaries & Wages	2,543,585	2,322,779
7002	Overtime	145,000	
7003	Temporary Help	274,075	
7005	Longevity Pay	16,100	
7008	Reimbursable Overtime	50,000	
7099	Water Fund Cost Allocation	(18,089)	
7101	Social Security	22,905	
7102	IMRF	24,003	
7105	Medicare	40,111	
7106	Police Pension	739,507	
7111	Employee Insurance	398,033	
7112	Unemployment Compensation	0	
7299	Misc. Professional Services	7,065	
7302	Refuse Removal	0	
7306	Building & Grounds	750	
7307	Custodial	18,360	
7308	Dispatch Service	265,368	
7309	Data Processing	21,237	
7399	Misc. Contractual Services	65,254	
7401	Postage	1,400	
7402	Utilities	9,600	
7403	Telephone	27,000	
7404	Teletype/Pagers	0	
7407	Dog Pound	0	
7419	Printing & Publications	11,250	
7422	Rent	0	
7501	Office Supplies	7,700	
7503	Gasoline & Oil	50,000	

7504	Uniforms	31,500	
7505	Chemicals	0	
7507	Building Supplies	150	
7508	Licenses	1,500	
7509	Janitor Supplies	2,500	
7510	Tools	0	
7514	Range Supplies	10,300	
7515	Camera Supplies	500	
7520	Computer Equipment Supplies	0	
7525	Emergency Management	1,250	
7530	Medical Supplies	350	
7539	Software Purchases	2,500	
7599	Misc. Supplies	13,650	
7601	Buildings	18,000	
7602	Office Equipment	9,100	
7603	Motor Vehicles	27,000	
7604	Radios	3,500	
7611	Parking Meters	1,500	
7618	General Equipment	2,000	
7701	Conferences & Staff Development	5,750	
7702	Memberships & Subscriptions	6,535	
7719	HSD Sewer Use Charge	300	
7735	Educational Training	29,500	
7736	Personnel	6,000	
7737	Mileage Reimbursement	1,500	
7810	IRMA Premiums	66,964	
7812	Self-Insured Deductible	20,000	
7902	Motor Vehicles	74,000	
7909	Buildings	0	
7918	General Equipment	35,000	
7919	Computer Equipment	0	
7990	Contingency for Unforeseen Expenses	254,553	
	Total Police Department	5,345,616	2,322,779

Corporate Fund - 10000

Fire Department - 1500		**Appropriation**	**Tax Levy Amount**
7001	Salaries & Wages	2,193,019	2,193,019
7002	Overtime	215,000	129,760
7003	Temporary Help	46,932	
7004	Stand-By Time	0	
7005	Longevity Pay	11,200	
7099	Water Fund Cost Allocation	(18,089)	
7101	Social Security	11,447	
7102	IMRF	16,174	
7105	Medicare	30,917	
7107	Firefighters Pension	818,528	

7111	Employee Insurance	408,323
7112	Unemployment Compensation	0
7302	Refuse Removal	0
7306	Building & Grounds	600
7307	Custodial	3,000
7308	Dispatch Service	195,700
7399	Misc. Contractual Services	10,820
7401	Postage	750
7402	Utilities	7,000
7403	Telephone	11,250
7404	Teletype/Pagers	0
7409	Equipment Rental	0
7419	Printing & Publications	850
7501	Office Supplies	4,000
7503	Gasoline & Oil	20,300
7504	Uniforms	13,000
7505	Chemicals	0
7506	Motor Vehicle Supplies	250
7507	Building Supplies	5,800
7508	Licenses	350
7509	Janitor Supplies	0
7510	Tools	5,000
7515	Camera Supplies	200
7520	Computer Equipment Supplies	5,850
7525	Emergency Management	1,000
7530	Medical Supplies	7,550
7531	Fire Prevention Supplies	2,000
7532	Oxygen & Air Supplies	875
7533	Hazmat Supplies	4,350
7534	Fire Suppression Supplies	4,150
7535	Fire Inspection Supplies	225
7536	Infection Control Supplies	1,835
7537	Safety Supplies	500
7539	Software Purchases	7,650
7601	Buildings	6,000
7602	Office Equipment	1,350
7603	Motor Vehicles	44,000
7604	Radios	7,250
7606	Computer Equipment	1,600
7618	General Equipment	10,350
7701	Conferences & Staff Development	3,700
7702	Memberships & Subscriptions	8,910
7719	HSD Sewer Use Charge	250
7729	Bond Principal Repayment	99,964
7735	Educational Training	17,040
7736	Personnel	500
7749	Interest Expense - Loan	13,547

7810	IRMA Premiums	52,243	
7812	Self-Insured Deductible	15,000	
7902	Motor Vehicles	0	
7909	Buildings	17,000	
7919	Computer Equipment	0	
7918	General Equipment	10,000	
7990	Contingency for Unforeseen Expenses	217,851	
	Total Fire Department	4,574,861	2,322,779

Corporate Fund - 10000			**Tax Levy**
Public Services Department - 2000		**Appropriation**	**Amount**
7001	Salaries & Wages	1,175,201	
7002	Overtime	65,000	
7003	Temporary Help	95,596	
7005	Longevity Pay	3,000	
7099	Water Fund Cost Allocation	(125,406)	
7101	Social Security	79,728	
7102	IMRF	159,375	
7105	Medicare	18,934	
7111	Employee Insurance	205,485	
7202	Engineering	1,000	
7299	Other Professional Services	21,000	
7301	Street Sweeping	39,346	
7302	Refuse Removal	0	
7303	Mosquito Abatement	55,496	
7304	D E D Removals	133,000	
7306	Building & Grounds	12,350	
7307	Custodial	48,725	
7310	Traffic Signals	850	
7312	Landscaping	70,900	
7313	Third Party Review	30,000	
7319	Tree Trimming	64,000	
7320	Elm Tree Fungicide Program	129,713	
7399	Misc. Contractual Services	37,349	
7401	Postage	1,200	
7402	Utilities	143,500	
7403	Telephone	19,000	
7404	Teletype/Pagers	0	
7405	Dumping	22,125	
7409	Equipment Rental	945	
7410	Fall Leaf P/Up Program	0	
7411	Holiday Decorating	10,039	
7419	Printing & Publishing	1,500	
7499	Misc. Services	0	
7501	Office Supplies	4,250	
7503	Gasoline & Oil	33,900	

7504	Uniforms	14,000	
7505	Chemicals	100,176	
7506	Motor Vehicle Supplies	1,200	
7507	Building Supplies	3,200	
7508	Licenses	122	
7509	Janitor Supplies	5,000	
7510	Tools	7,440	
7515	Camera Supplies	0	
7518	Laboratory Supplies	150	
7519	Trees	65,340	
7520	Computer Supplies	1,150	
7530	Medical Supplies	1,800	
7539	Software Purchases	2,750	
7599	Misc. Supplies	11,800	
7601	Buildings	31,765	
7602	Office Equipment	1,400	
7603	Motor Vehicles	32,225	
7604	Radios	1,300	
7605	Grounds	1,500	
7615	Streets & Alleys	53,900	
7618	General Equipment	1,250	
7619	Traffic & Street Lights	7,000	
7622	Traffic & Street Signs	13,800	
7699	Misc. Repairs	800	
7701	Conferences & Staff Development	1,000	
7702	Dues & Subscriptions	4,520	
7719	HSD Sewer Use Charge	500	
7735	Educational Training	8,030	
7736	Personnel	2,550	
7810	IRMA Premium	42,078	
7812	Self Insurance Deductible	20,000	
7902	Motor Vehicles	0	
7909	Buildings	358,000	
7918	General Equipment	414,600	
7990	Contingency for Unforeseen Expenses	188,372	
	Total Public Services Department	3,955,819	0

Corporate Fund - 10000			**Tax Levy**
Community Development Department - 2400		**Appropriation**	**Amount**
7001	Salaries & Wages	450,922	
7002	Overtime	5,000	
7003	Temporary Help	126,465	
7005	Longevity Pay	700	
7099	Water Fund Cost Allocation	(143,321)	
7101	Social Security	34,936	

7102	IMRF	75,603	
7105	Medicare	8,455	
7111	Employee Insurance	47,656	
7202	Engineering	0	
7299	Misc. Professional Services	2,000	
7309	Data Processing	8,700	
7311	Inspectors	31,000	
7313	Nonresidential Review	20,000	
7401	Postage	4,000	
7403	Telephone	8,300	
7406	Citizen Information	0	
7419	Printing & Publishing	1,750	
7499	Misc. Services	6,750	
7501	Office Supplies	5,000	
7502	Publications	1,000	
7503	Gasoline & Oil	1,200	
7504	Uniforms	750	
7510	Tools	750	
7515	Camera Supplies	0	
7520	Computer Equipment Supplies	2,000	
7539	Software Purchases	0	
7599	Misc. Supplies	250	
7602	Office Equipment	4,750	
7603	Motor Vehicles	1,000	
7604	Radios	0	
7699	Misc. Repairs	0	
7701	Conferences & Staff Development	600	
7702	Dues & Subscriptions	2,075	
7735	Educational Training	3,000	
7736	Personnel	50	
7737	Mileage Reimbursement	100	
7810	IRMA Premiums	14,102	
7812	Self-Insured Deductible	2,500	
7901	Office Equipment	0	
7990	Contingency for Unforeseen Expenses	36,402	
	Total Community Development Department	764,445	0

Corporate Fund - 10000

Parks & Recreation Department - 3000		**Appropriation**	**Tax Levy Amount**
7001	Salaries & Wages	475,272	
7002	Overtime	9,822	
7003	Temporary Help	262,791	
7005	Longevity Pay	1,300	
7099	Water Fund Cost Allocation	(18,089)	
7101	Social Security	46,450	
7102	IMRF	67,596	
7105	Medicare	10,864	

7111	Employee Insurance	76,876	
7302	Refuse Removal	0	
7306	Buildings & Grounds	29,839	
7307	Custodial	26,750	
7309	Data Processing	17,480	
7312	Landscaping	110,676	
7314	Recreation Programs	246,000	72,943
7399	Misc. Contractual Services	16,100	
7401	Postage	3,300	
7402	Utilities	88,500	
7403	Telephone	17,000	
7404	Teletype/Pagers	0	
7405	Dumping	0	
7406	Citizen Information	22,500	
7409	Equipment Rental	3,350	
7415	Employment Advertisements	0	
7419	Printing & Publications	16,500	
7501	Office Supplies	6,500	
7503	Gasoline & Oil	12,500	
7504	Uniforms	7,930	
7505	Chemicals	13,800	
7507	Building Supplies	3,500	
7508	Licenses	2,700	
7509	Janitorial Supplies	6,800	
7510	Tools	2,500	
7511	KLM Event Supplies	3,000	
7515	Camera Supplies	0	
7517	Recreation Supplies	41,950	
7520	Computer Equipment	1,100	
7530	Medical Supplies	400	
7537	Safety Supplies	1,000	
7599	Misc. Supplies	150	
7601	Buildings	44,750	
7602	Office Equipment	3,650	
7603	Motor Vehicles	3,500	
7604	Radios	300	
7605	Grounds	38,500	
7617	Recreation Equipment	2,000	
7618	General Equipment	23,950	
7699	Misc. Repairs	250	
7701	Conferences & Staff Development	2,900	
7702	Memberships & Subscriptions	2,150	
7708	Park & Recreation Commission	100	
7719	HSD Sewer Use Charge	3,500	
7735	Educational Training	2,495	
7736	Personnel	50	
7737	Mileage Reimbursement	300	

7795	Bank & Bond Fees	10,800	
7810	IRMA Premiums	28,480	
7812	Self-Insured Deductible	2,500	
7902	Motor Vehicles	0	
7903	Park - Playground Equipment	0	
7908	Land & Grounds	181,000	
7909	Buildings	92,000	
7916	Furniture and Fixtures	0	
7918	General Equipment	14,000	
7990	Contingency for Unforeseen Expenses	104,594	
	Total Parks & Recreation Department	2,196,476	72,943

Motor Fuel Tax Fund - 23000		**Appropriation**	**Tax Levy Amount**
7202	Engineering	0	
7299	Misc. Professional Services	0	
7904	Sidewalks	85,000	
7906	Street Improvements	0	
7990	Contingency for Unforeseen Expenses	17,000	
		102,000	0

Foreign Fire Insurance Fund - 25000		**Appropriation**	**Tax Levy Amount**
7406	Citizen Information	0	
7504	Uniforms	5,000	
7510	Tools	0	
7520	Computer Supplies	0	
7599	Misc Supplies	0	
7735	Educational Training	7,900	
7795	Bank & Bond Fees	100	
7802	Officials Bonds	500	
7909	Buildings	0	
7918	General Equipment	26,000	
7990	Contingency for Unforeseen Expenses	3,950	
	Total	43,450	0

Debt Service Funds - 37000		**Appropriation**	**Tax Levy Amount**
7729	Bond Principal Payment	645,000	560,000
7749	Interest Expense	419,256	294,348
7795	Bank & Bond Fees	1,700	
7990	Contingency for Unforeseen Expenses	53,298	
	Total	1,119,254	854,348

Annual Infrastructure Project Fund - 45400		Appropriation	Tax Levy Amount
7906	Street Improvements	535,300	0
7990	Contingency for Unforeseen Expenses	53,530	
		588,830	

MIP Infrastructure Projects Fund - 45300		Appropriation	Tax Levy Amount
7202	Engineering	1,304,000	
7906	Street Improvements	14,956,000	
7990	Contingency for Unforeseen Expenses	1,366,000	0
		17,626,000	0

Water & Sewer Operations Fund - 61061		Appropriation	Tax Levy Amount
7001	Salaries & Wages	439,949	
7002	Overtime	90,000	
7703	Temporary	29,080	
7005	Longevity Pay	600	
7099	Water Fund Cost Allocation	1,074,290	
7101	Social Security	34,697	
7102	IMRF	72,433	
7105	Medicare	8,115	
7111	Employee Insurance	78,989	
7201	Legal Services	2,500	
7202	Engineering	12,500	
7299	Misc. Professional Services	9,570	
7302	Refuse Removal	0	
7306	Buildings & Grounds	1,500	
7307	Custodial Services	8,000	
7309	Data Processing	0	
7330	DWC Costs	4,542,040	
7399	Misc. Contractual Services	110,000	
7401	Postage	14,000	
7402	Utilities	52,250	
7403	Telephone	23,000	
7405	Dumping	20,000	
7406	Citizens Information	2,100	
7419	Printing & Publishing	900	
7499	Misc. Services	18,000	
7501	Office Supplies	1,000	
7503	Gasoline & Oil	12,000	
7504	Uniforms	6,750	
7505	Chemicals	7,500	
7507	Building Supplies	0	
7509	Janitor Supplies	350	
7510	Tools	12,250	

7515	Camera Supplies	0	
7518	Laboratory Supplies	400	
7520	Computer Equipment and Supplies	750	
7530	Medical Supplies	1,400	
7599	Misc. Supplies	750	
7601	Buildings	12,901	
7602	Office Equipment	300	
7603	Motor Vehicles	5,157	
7604	Radios	400	
7608	Sewers	18,731	
7609	Water Mains	115,000	
7614	Catchbasins	9,450	
7618	General Equipment	8,500	
7699	Miscellaneous Repairs	2,500	
7701	Conferences & Staff Development	2,050	
7702	Memberships & Subscriptions	7,850	
7713	Utility Tax	356,000	
7719	HSD Sewer Use Charge	1,000	
7735	Educational Training	3,900	
7748	Loan Principal	175,613	
7749	Interest Expense	42,988	
7810	IRMA Premiums	114,501	
7811	Vandalism Repairs	0	
7812	Self-Insured Deductibles	2,500	
7902	Motor Vehicles	0	
7909	Buildings	90,000	
7910	Water Meters	1,400,000	
7912	Fire Hydrants	0	
7913	Water Resources	0	
7918	General Equipment	173,000	
7990	Contingency for Unforeseen Expenses	461,500	
	Total	9,691,504	0

Water & Sewer Capital Fund - 61062		**Appropriation**	**Tax Levy Amount**
7201	Legal Services	0	
7202	Engineering	0	
7905	Sewers	2,147,100	
7907	Water Mains	1,778,300	
7990	Contingency for Unforeseen Expenses	392,540	
	Total	4,317,940	0

Water & Sewer Debt Service Fund - 61064		Appropriation	Tax Levy Amount
7729	Bond Principal Payment	520,000	520,000
7749	Interest Expense	140,432	137,438
7795	Bank & Bond Fees	400	
7990	Contingency for Unforeseen Expenses	33,042	
	Total	693,874	657,438

Police Pension Fund - 71100		Appropriation	Tax Levy Amount
7011	Pension Payments	1,162,251	736,199
7012	Disability Payments	73,126	
7201	Legal Expenses	15,000	
7299	Misc. Professional Services	125,400	
7702	Memberships & Subscriptions	775	
7735	Educational Training	3,500	
7795	Bank & Bond Fees	6,000	
7990	Contingency for Unforeseen Expenses	138,605	
	Total	1,524,657	736,199

Firefighters' Pension Fund - 71200		Appropriation	Tax Levy Amount
7011	Pension Payments	1,121,000	802,366
7012	Disability Payments	244,000	
7201	Legal Expenses	10,000	
7299	Misc. Professional Services	100,000	
7702	Memberships & Subscriptions	775	
7735	Educational Training	2,500	
7795	Bank & Bond Fees	1,000	
7990	Contingency for Unforeseen Expenses	147,928	
	Total	1,627,203	802,366

Library Capital Projects Fund - 95000		Appropriation	Tax Levy Amount
7729	Bond Principal Payment	50,000	50,000
7749	Interest Expense	6,895	6,895
7909	Buildings	190,000	155,270
7990	Contingency for Unforeseen Expenses	150,000	
	Total	396,895	212,165

Library Operations Fund - 99000		Appropriation	Tax Levy Amount
7001	Salaries & Wages	1,307,500	1,307,500
7003	Temporary Help	4,000	4,000
7101	Social Security Expense	81,719	80,000
7102	IMRF	140,000	117,000
7105	Medicare	18,959	9,000
7111	Employee Insurance	122,000	122,000

7114	Conferences & Staff Development	26,000	26,000
7116	Personnel Recruitment	0	0
7121	Marketing/Printing	36,000	36,000
7125	Library Programs - Youth	21,000	21,000
7126	Library Programs - Adult	4,500	4,500
7127	Books - Youth & YA	60,000	60,000
7128	Adult Materials - Books/Audio/Video	177,000	177,000
7130	Periodicals	19,000	19,000
7134	E-Books	33,000	33,000
7135	Technical Services - Cards/Bindery	25,000	25,000
7144	Software Purchases	40,000	40,000
7146	Computer Support - Maintenance	76,500	76,500
7161	Custodial	41,000	41,000
7163	Utilities	12,000	12,000
7165	Janitorial - Maintenance Supplies	7,000	7,000
7167	Maintenance Contracts	9,500	9,500
7169	Misc. Repairs - Improvements	35,000	35,000
7181	Legal Expenses	5,500	5,500
7182	Consultant Services	30,000	30,000
7183	Misc. Contractual Services	11,000	11,000
7184	Postage	750	750
7185	Telephone	8,000	8,000
7186	Accounting	30,635	30,635
7187	Misc. Services	1,000	1,000
7188	Office Supplies	16,000	16,000
7189	Copier Supplies	4,000	4,000
7191	Office Equip Maintenance	3,750	3,750
7192	Memberships & Subscriptions	3,000	3,000
7193	Special - Ceremonial Events	7,500	7,500
7194	HPL Foundation	100,000	100,000
7195	Helen O'Neill Scholarship	500	500
7196	Library Development	0	0
7197	Friends Pledges Exp	50,000	50,000
7198	LSTA Grant	50,000	50,000
7199	Sales Tax-Used Books	1,000	1,000
7729	Principal	50,862	165,000
7749	Interest Expense	3,741	51,613
7795	Credit card/Bank fees	3,000	3,000
7803	Liability Insurance	300	300
7810	IRMA Premiums	31,500	27,000
7812	IRMA Deductible	10,000	10,000
7901	Computer Equipment	0	
7909	Art Acquisitions	9,000	9,000
9032	Debt Service Transfer	209,712	
9095	Transfer-Capital Reserve	205,000	
7990	Contingency for Unforeseen Expenses	314,243	
	Total	3,456,671	2,850,548

Exhibit A - 2015 Tax Levy Ordinance

All Funds Summary	Appropriation	Tax Levy Amount
Corporate Fund - 10000		
Departments - 1000 thru 4000	19,209,950	4,991,624
Motor Fuel Tax Fund - 23000	102,000	0
Foreign Fire Insurance Fund - 25000	43,450	0
Debt Service Funds - 37000	1,119,254	854,348
SSA #13 Fund-48100	0	
Capital Projects Fund - 45300	17,626,000	0
Annual Infrastructure Projects Fund-45400	588,830	
Water & Sewer Operations Fund - 61061	9,691,504	0
Water & Sewer Capital Fund - 61062	4,317,940	0
Water & Sewer Debt Service Fund - 61063	693,874	657,438
Water & Sewer Debt Service Fund - 61064	0	0
Police Pension Fund - 71100	1,524,657	736,199
Firefighters' Pension Fund - 71200	1,627,203	802,366
Library Funds - 95000, 97000, & 99000	3,853,566	3,062,713
Total All Funds	60,398,228	11,104,687

Levy Summary	Amount
Liability Insurance	0
Police Protection	2,322,779
Fire Protection	2,322,779
Audit	0
IMRF	0
Social Security	0
Police Pension	736,199
Firefighters Pension	762,248
Firefighters Pension P.A. 93-0689 Contribution	40,118
Recreation Programs for Handicapped	72,943
Bond & Interest	1,784,908
Total Village Levy	8,041,974
Total Library Levy	3,062,713
Total Levy	11,104,687
Less: Debt Service Abatements	(1,830,118)
Total Levy Less Abatements	9,274,569

		Tax Levy Amount
Police Protection--for a portion of the cost of police service, there is hereby levied a special tax for Police Protection in addition to all other taxes in the sum of $2,322,779		
(a) Included in Appropriation Number 1200-7001		
Total		2,322,779
Fire Protection--for a portion of the cost of fire service, there is hereby levied a special tax for Fire Protection in addition to all other taxes in the sum of $2,332,779		
(b) Included in Appropriation Number		
1500-7001	2,193,019	
1500-7002	129,760	
Total		2,322,779
Recreation Programs for Handicapped, for cost of joint actions on programs for the handicapped, there is hereby levied a special tax for Recreation programs for Handicapped in addition to all other taxes in the sum of $72,943		
(e) Included in Appropriation Number 3000-7314		
Total		72,943
Police Pension-for the cost of pension coverage, there is hereby levied a special tax for Police Pension in addition to all other taxes in the sum of $736,199		
(f) Included in Appropriation Number 7173-7011		
Total		736,199

	Tax Levy Amount
Firefighters' Pension-for the cost of pension coverage, there is hereby levied a special tax for Firefighters' Pension in addition to all other taxes in the sum of $762,248	
(g) Included in Appropriation Number 7176-7011	762,248
Total	
Firefighters Pension P.A. 93-0689 Contribution-for the cost of pension coverage that is exempt from the tax cap, there is hereby levied a special tax for Firefighters Pension P.A. 93-0689 Contribution in addition to all other taxes in the sum of $40,118	
(e) Included in Appropriation Number 7176-7011	
Total	40,118
Library IMRF-for cost of pension coverage, there is hereby levied a special tax for Library IMRF in addition to all other taxes in the sum of $117,000	
(h) Included in Library Appropriation Number 9900-7102	
Total	117,000
Library Social Security-for cost of pension coverage, there is hereby levied a special tax for Library Social Security in addition to all other taxes in the sum of $89,000	
(i) Included in Library Appropriation Number 9900-7101 & 7105	
Total	89,000

	Tax Levy Amount
Library Liability Insurance-for cost of liability coverage, there is hereby levied a special tax for Library Liability Insurance in addition to all other taxes in the sum of $27,000	
(j) Included in Library Appropriation Numbers 9900-7810 Total	27,000
Library Services--for a portion of the cost of library services, there is hereby levied a special tax for Library Services in addition to all other taxes in the sum of $2,613,100	
(k) Included in Library Appropriation Numbers 9500-7001 through Numbers 9900-7198 Total	2,613,100

MEMORANDUM

Date: December 1, 2015

To: Village President and Board of Trustees

From: Darrell J. Langlois, Assistant Village Manager/Finance Director

RE: 2015 Proposed Tax Levy

At its November 3, 2015 meeting, the Village Board approved the tentative 2015 Village and Library tax levy of $9,334,825 net of abatements, which represents a 2.05% increase over the 2014 extended tax levy. Under the requirements of the Truth-In-Taxation Act (35 ILCS 200/18) the Village is not required to hold a public hearing as the increase in the levy is less than the 5% increase required to mandate a public hearing on the tax levy.

The Police and Firefighters' Pension Fund contributions included in the Tax Levy Ordinance are based on actuarial studies performed by actuary Timothy Sharpe, who was retained by the Village. Based the Village's actuarial study, the statutory minimum contribution to the Police Pension Fund for the 2015 tax levy is $736,199, a decrease of $3,308 from the prior year. The statutory minimum contribution to the Firefighter's Pension Fund is $802,366, a decrease of $16,162 from the prior year. Of this contribution amount, $762,248 is subject to the tax cap and $40,118 is exempt from the tax cap. Copies of the Village's actuarial studies are attached for your information.

By law the pension funds are required to formally request a tax levy contribution amount from the Village. For the 2015 tax levy, the Police Pension Fund has requested a Village contribution of $802,707; the Firefighters' Pension Fund has requested a Village contribution of $1,312,653. In formulating their tax levy requests, both funds have based their request on data calculated by an independent actuary retained by the respective fund, and in both cases some of the actuarial methods and assumptions used are different than those used by the Timothy Sharpe as well as those used by the Illinois Department of Insurance. In the case of the Firefighters' Pension Fund, in addition to differing actuarial assumptions they have based their tax levy request on funding to 2040 at 100% (statutes require 90% funding) and utilize the "entry age normal" costing method (statutes require the "projected unit credit" costing method).

The background information supporting the pension fund tax levy requests, as well as the statutory required "Municipal Compliance Report", was provided to the Village Board at the first reading on November 17, 2015.

The tax levy documents for the Village are all consistent with preliminary documents approved by Village Board on November 3, 2015 and at the first reading on November 17, 2015. As a reminder, this includes a change in how the individual tax levy line items are levied for the Village in that now all of the Village line item levies, except for the amounts levied for special recreation and debt service, are dedicated for police and fire protection and for police and fire pension costs. This is being done to preserve future flexibility if the State decides to freeze property tax levies but exempts tax levies for public safety from a tax freeze.

For the portion of the tax levy documents that relate to the Hinsdale Public Library, please note that at their meeting on November 17, 2015, the Library Board decided to not increase their tax levy and instead hold their tax levy flat at $2,846,100. The tax levy documents from the first reading on November 17, 2015 have been revised to incorporate the changes necessary as a result of the Library deciding not to increase their tax levy.

VILLAGE OF HINSDALE

RESOLUTION NO. R2015-____

A RESOLUTION abating the tax hereto levied for the year 2015 to pay the principal of and interest on $3,500,000 General Obligation Alternate Bonds (Waterworks and Sewerage System Alternate Revenue Source), Series 2008C, of the Village of Hinsdale, DuPage and Cook Counties, Illinois.

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

WHEREAS the Village has the Pledged Revenues (as defined in the Ordinance) in the appropriate account or fund pursuant to the Ordinance for the purpose of paying the principal of and interest on the Bonds up to and including December 15, 2016 and

WHEREAS it is necessary and in the best interests of a the Village that the tax heretofore levied for the year 2015 to pay the principal of and interest on the Bonds be abated;

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

Section 1. Abatement of Tax. The tax heretofore levied for the year 2015 in the Ordinance for the purpose of paying the principal of and interest on said Bonds to December 15, 2016 is hereby abated in its entirety in the amount of $491,600.00.

Section 2. Filing of Resolution. Forthwith upon the adoption of this resolution, the Village Clerk shall file a certified copy hereof with the County Clerks of The Counties of DuPage and Cook, Illinois, and it shall be the duty of said County Clerks to abate said tax levied for the year 2015 in accordance with the provisions hereof.

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

PASSED this 8th day of December, 2015.

AYES:

NAYS:

ABSENT:

APPROVED this 8th day of December, 2015.

_____

Thomas Cauley, Village President

ATTEST:

_____

Christine Bruton, Village Clerk

VILLAGE OF HINSDALE

RESOLUTION NO. R2015-____

A RESOLUTION abating the tax hereto levied for the year 2015 to pay the principal of and interest on $1,425,000 Taxable General Obligation Bonds (Alternate Revenue Source), Series 2011, of the Village of Hinsdale, DuPage and Cook Counties, Illinois.

WHEREAS the President and Board of Trustees (the *"Corporate Authorities"*) of the Village of Hinsdale, DuPage and Cook Counties, Illinois (the *"Village"*), by Ordinance Number O2011-44, adopted on the 24th day of October, 2011 (the *"Ordinance"*), did provide for the issue of $1,425,000 Taxable General Obligation Bonds (Alternate Revenue Source) Series 2011 (the *"Bonds"*), and the levy of a direct annual tax sufficient to pay the principal of and interest on the Bonds; and

WHEREAS the Village has determined that there are sufficient Pledged Revenues (as defined in the Ordinance) pursuant to the Ordinance for the purpose of paying the principal of and interest on the Bonds up to and including December 15, 2016; and

WHEREAS it is necessary and in the best interests of a the Village that the tax heretofore levied for the year 2015 to pay the principal of and interest on the Bonds be abated;

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

Section 1. Abatement of Tax. The tax heretofore levied for the year 2015 in the Ordinance for the purpose of paying the principal of and interest on said Bonds to December 15, 2016 is hereby abated in its entirety in the amount of $273,122.50.

Section 2. Filing of Resolution. Forthwith upon the adoption of this resolution, the Village Clerk shall file a certified copy hereof with the County Clerks of The Counties of DuPage and Cook, Illinois, and it shall be the duty of said County Clerks to abate said tax levied for the year 2015 in accordance with the provisions hereof.

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

PASSED this 8th day of December, 2015.

AYES:

NAYS:

ABSENT:

APPROVED this 8th day of December, 2015.

Thomas Cauley, Village President

ATTEST:

Christine Bruton, Village Clerk

VILLAGE OF HINSDALE

RESOLUTION NO. R2015-____

A RESOLUTION abating the tax hereto levied for the year 2015 to pay the principal of and interest on $5,000,000 General Obligation Bonds (Alternate Revenue Source), Series 2012A, of the Village of Hinsdale, DuPage and Cook Counties, Illinois.

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

WHEREAS the Village has the Pledged Revenues (as defined in the Ordinance) in the appropriate account or fund pursuant to the Ordinance for the purpose of paying the principal of and interest on the Bonds up to and including December 15, 2016 and

WHEREAS it is necessary and in the best interests of a the Village that the tax heretofore levied for the year 2015 to pay the principal of and interest on the Bonds be abated;

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

Section 1. Abatement of Tax. The tax heretofore levied for the year 2015 in the Ordinance for the purpose of paying the principal of and interest on said Bonds to December 15, 2016 is hereby abated in its entirety in the amount of $324,462.50.

Section 2. Filing of Resolution. Forthwith upon the adoption of this resolution, the Village Clerk shall file a certified copy hereof with the County Clerks of The Counties of DuPage and Cook, Illinois, and it shall be the duty of said County Clerks to abate said tax levied for the year 2015 in accordance with the provisions hereof.

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

PASSED this 8th day of December 2015.

AYES:

NAYS:

ABSENT:

APPROVED this 8th day of December 2015.

_____

Thomas Cauley, Village President

ATTEST:

_____

Christine Bruton, Village Clerk

V

VILLAGE OF HINSDALE

RESOLUTION NO. R2015-____

A RESOLUTION abating the tax hereto levied for the year 2015 to pay the principal of and interest on $2,710,000 General Obligation Refunding Bonds (Library Fund Tax Alternate Revenue Source), Series 2013A, of the Village of Hinsdale, DuPage and Cook Counties, Illinois.

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

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

WHEREAS the Village has determined that there are sufficient Pledged Revenues (as defined in the Ordinance) pursuant to the Ordinance for the purpose of paying the principal of and interest on the Bonds up to and including December 15, 2016; and

WHEREAS it is necessary and in the best interests of a the Village that the tax heretofore levied for the year 2015 to pay the principal of and interest on the Bonds be abated;

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

Section 1. Abatement of Tax. The tax heretofore levied for the year 2015 in the Ordinance for the purpose of paying the principal of and interest on said Bonds to December 15, 2016 is hereby abated in its entirety in the amount of $216,612.50.

Section 2. Filing of Resolution. Forthwith upon the adoption of this resolution, the Village Clerk shall file a certified copy hereof with the County Clerks of The Counties of DuPage and Cook, Illinois, and it shall be the duty of said County Clerks to abate said tax levied for the year 2015 in accordance with the provisions hereof.

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

PASSED this 8th day of December, 2015.

AYES:

NAYS:

ABSENT:

APPROVED this 8th day of December, 2015.

_____

Thomas Cauley, Village President

ATTEST:

_____

Christine Bruton, Village Clerk

VI

VILLAGE OF HINSDALE

RESOLUTION NO. R2015-____

A RESOLUTION abating the tax hereto levied for the year 2015 to pay the principal of and interest on $2,025,000 General Obligation Alternate Bonds (Waterworks and Sewerage System Alternate Revenue Source), Series 2014A, of the Village of Hinsdale, DuPage and Cook Counties, Illinois.

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

WHEREAS the Village has the Pledged Revenues (as defined in the Ordinance) in the appropriate account or fund pursuant to the Ordinance for the purpose of paying the principal of and interest on the Bonds up to and including December 15, 2016 and

WHEREAS it is necessary and in the best interests of a the Village that the tax heretofore levied for the year 2015 to pay the principal of and interest on the Bonds be abated;

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

Section 1. Abatement of Tax. The tax heretofore levied for the year 2015 in the Ordinance for the purpose of paying the principal of and interest on said Bonds to December 15, 2016 is hereby abated in its entirety in the amount of $165,837.50.

Section 2. Filing of Resolution. Forthwith upon the adoption of this resolution, the Village Clerk shall file a certified copy hereof with the County Clerks of The Counties of DuPage and Cook, Illinois, and it shall be the duty of said County Clerks to abate said tax levied for the year 2015 in accordance with the provisions hereof.

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

PASSED this 8th day of December, 2015.

AYES:

NAYS:

ABSENT:

APPROVED this 8th day of December, 2015.

_____

Thomas Cauley, Village President

ATTEST:

_____

Christine Bruton, Village Clerk

VII

VILLAGE OF HINSDALE

RESOLUTION NO. R2015-____

A RESOLUTION abating the tax hereto levied for the year 2015 to pay the principal of and interest on $5,000,000 General Obligation Bonds (Alternate Revenue Source), Series 2014B, of the Village of Hinsdale, DuPage and Cook Counties, Illinois.

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

WHEREAS the Village has the Pledged Revenues (as defined in the Ordinance) in the appropriate account or fund pursuant to the Ordinance for the purpose of paying the principal of and interest on the Bonds up to and including December 15, 2016 and

WHEREAS it is necessary and in the best interests of a the Village that the tax heretofore levied for the year 2015 to pay the principal of and interest on the Bonds be abated;

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

Section 1. Abatement of Tax. The tax heretofore levied for the year 2015 in the Ordinance for the purpose of paying the principal of and interest on said Bonds to December 15, 2016 is hereby abated in its entirety in the amount of $358,482.50.

Section 2. Filing of Resolution. Forthwith upon the adoption of this resolution, the Village Clerk shall file a certified copy hereof with the County Clerks of The Counties of DuPage and Cook, Illinois, and it shall be the duty of said County Clerks to abate said tax levied for the year 2015 in accordance with the provisions hereof.

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

PASSED this 8th day of December 2015.

AYES:

NAYS:

ABSENT:

APPROVED this 8th day of December 2015.

_____

Thomas Cauley, Village President

ATTEST:

_____

Christine Bruton, Village Clerk

8c viii

DATE: December 8, 2015

REQUEST FOR BOARD ACTION

AGENDA SECTION NUMBER Second Reading-ACA	ORIGINATING DEPARTMENT Finance
ITEM 2015 Tax Levy Documents—SSA # 9	Darrell J. Langlois APPROVAL Assistant Village Manager

Attached is the Ordinance authorizing the levy of taxes related to Special Service Area # 9.

On March 20, 2007, the Village Board proposed the establishment of SSA # 9 to provide for drainage improvement. After a public hearing was held on April 17, 2007, and having received a no-majority of registered voters disputing the establishment of the SSA # 9, the Village enacted Ordinance # O2007-46 which officially Established the SSA # 9.

In October 2008, the necessary drainage improvements were completed and the Village submitted its payment to the Vendor, Premier Landscape for $46,929.00. There are also costs related to the engineering of the project for $8,032 for a total project cost of $54,961. The resident's are responsible for 80% of the cost of these drainage improvements, or $43,969. Staff has computed the annual levy to be $5,155 over a ten-year period with interest at 3%. The 2015 levy marks the eighth of these ten annual installments.

Approval of the attached ordinance is requested. Should the Committee concur with the requested levy, the following motion would be appropriate:

Motion: To approve of an Ordinance Levying Taxes for Special Service Area Number 9 for the amount of $5,155.

APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL

COMMITTEE ACTION: The first reading of this item occurred on November 17, 2015 whereby it was approved for second reading on December 8, 2015

BOARD ACTION:

ORDINANCE NO. O2015-___

AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF TAXES FOR THE FISCAL YEAR BEGINNING MAY 1, 2015 AND ENDING APRIL 30, 2016, IN AND FOR THE VILLAGE OF HINSDALE SPECIAL SERVICE AREA NO. 9—LOCALIZED DRAINAGE SOLUTION

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

SECTION 1: The Village of Hinsdale Special Service Area No. 9 has been created by Ordinance O2007-46, entitled, "An Ordinance Establishing Localized Drainage Solution Special Service Area No. 9, passed on June 19, 2008, and effective as of June 19, 2008. Said Special Service Area No. 9 consists of the territory described in Ordinance O2007-28 and Ordinance No. O2007-46. The Village of Hinsdale is authorized to levy taxes for payment of expenditures therein for improvements described in the aforesaid Ordinance.

SECTION 2: The total amount of expenditures for all purposes to be collected from the tax levy of the current fiscal year in Special Service Area No. 9 is ascertained to be $5,155.

SECTION 3: The total sum of $5,155 is hereby levied upon the taxable property within the corporate limits of the Village of Hinsdale, said tax to be levied for the fiscal year beginning May 1, 2015, and ending April 30, 2016.

SECTION 4: The tax levied by this ordinance is pursuant to Article 7 of the Constitution of the State of Illinois and pursuant to 35 ILCS 200/27-75, as amended

from time to time, and pursuant to an Ordinance establishing Village of Hinsdale Localized Drainage Solution Special Service Area Number 9.

SECTION 5: There is hereby certified to the County Clerk of DuPage County, Illinois, the sum of $5,155, which said total amount the Village of Hinsdale, Special Service Area Number 9, requires to be raised by taxation for the current fiscal year of said Village, and the Village Clerk is hereby directed to file with the County Clerk of said County a certified copy of this Ordinance on or before the last Tuesday of December 2015.

SECTION 6: If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance. All ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 7: 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 8th day of December, 2015

AYES:

NAYS:

ABSENT:

APPROVED this 8th day of December, 2015

_____

Thomas Cauley, Village President

ATTEST:

_____

Christine Bruton, Village Clerk

3-3-1: TITLE:

The provisions of this chapter 3 may be cited and referred to as the *HINSDALE LIQUOR CONTROL ORDINANCE.*

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3-3-2: PURPOSE:

A. Purpose: It is the policy of the village to regulate the sale of alcoholic liquor as set forth in this chapter. Further, it is the policy of the village to limit the purchase, consumption, or possession of alcoholic liquor to persons to prevent the abuse of alcoholic liquor.

B. Construction of Chapter: This chapter shall be liberally construed so that the public health, safety, and welfare shall be protected and temperance in the consumption of alcoholic liquor shall be fostered and promoted by sound and careful control and regulation of the sale, consumption, and distribution of alcoholic liquors.

3-3-3: DEFINITIONS:

Whenever the following words or terms are used in this chapter, they shall have the meanings ascribed to them in this section. The village adopts and incorporates all of the definitions in the Illinois Liquor Control Act of 1934 and has restated some of the definitions in this section. Should the State of Illinois revise its definitions under the Liquor Control Act of 1934, then the revised definitions shall supersede the definitions listed below:

ALCOHOL: The product of distillation of any fermented liquid, whether rectified or diluted, whatever may be the origin thereof, and includes synthetic ethyl alcohol. Alcohol does not include denatured alcohol or wood alcohol.

ALCOHOLIC LIQUOR: Any alcohol, spirits, wine and beer, and every liquid or solid, patented or not, containing alcohol, spirits, wine or beer, and capable of being consumed as a beverage by a human being containing more than one-half of one percent (0.5%) of alcohol by volume.

APPLICANT: An individual, partnership, corporation, limited liability company, or not-for-profit organization which seeks to be licensed under the provisions of this chapter. In the case of a not-for-profit organization defined herein, applicant shall mean the officers, directors and person operating as manager, and in the case of a corporation, it shall mean the officers, directors, all persons owning directly or beneficially more than five percent of the stock of such corporation and the person operating as manager of the premises. In the case of a partnership, applicant shall mean all of the partners and the person operating as manager.

BASSET PROGRAM: Any Beverage Alcohol Sellers and Servers Education and Training (BASSET) program licensed by the State of Illinois Liquor Control Commission as authorized under the Illinois Liquor Control Act of 1934, as amended, which educates sellers and servers of alcoholic beverages about the effects of alcohol and drug use and abuse and provides skill development techniques to address persons displaying problems associated with alcohol misuse or abuse.

BEER: A beverage obtained by the alcoholic fermentation of an infusion or concoction of barley or other grain, malt, and hops in water, and includes among other things beer, ale, stout, lager beer, porter, and the like.

CLUB: A corporation organized under the laws of this state, not for pecuniary profit, solely for the promotion of some common object other than the sale or consumption of alcoholic liquors, kept, used and maintained by its members through the payment of annual dues and owning, hiring or leasing a building or space in a building, of such extent and character as may be suitable and adequate for the reasonable and comfortable use and accommodation of its members and their guests and provided with suitable and adequate kitchen and dining-room space and equipment and maintaining a sufficient number of servants and employees for cooking, preparing and serving food and means for its members and their guests; provided, that such club files with the commissioner at the time of its application for a license under this chapter, and within ten days after an election of directors, two copies of a list of names and residences of its board of directors, and, provided further, that its affairs and management are conducted by a board of directors, executive committee, or similar body chosen by the members at their annual meeting and that no member or any officer, agent or employee of the club is paid, or directly or indirectly receives in the form of salary or other compensation, any profits from the distribution or sale of alcoholic liquor to the club or the members of the club or its guests introduced by members, beyond the amount of such salary as may be fixed and voted at any annual meeting by the members or by its board of directors or other governing body out of the general revenue of the club.

COMMISSIONER: The Hinsdale liquor control commissioner, as designated in section 3-3-4 of this chapter.

HOTEL: Any building or other structure kept, used, maintained, advertised and held out to the public to be a place where food is actually served and consumed and sleeping accommodations are offered for adequate pay to travelers and guests, whether transient, permanent or residential, in which twenty five (25) or more rooms are used for the sleeping accommodations of such guests and having one or more public dining rooms where meals are served to such guests, such sleeping accommodations and dining rooms being conducted in the same building or buildings in connection therewith and such building or buildings, structure or structures being provided with adequate and sanitary kitchen and dining room equipment and capacity.

LICENSEE: An individual, partnership, corporation, or not-for-profit organization which obtains a local liquor license pursuant to this chapter.

LIQUOR LAWS: This chapter and all other village ordinances, resolutions, regulations, and rules relating to alcoholic liquor; the Liquor Control Act and all regulations issued thereunder; all federal, state, and local laws imposing or pertaining to fees and taxes relating to alcoholic liquor; and all other federal and state legislation, regulations, and rules applicable to the sale or use of alcoholic liquor within the village.

LOCAL LIQUOR LICENSE: A license issued pursuant to the provisions of this chapter.

MINOR: A person under the age of twenty one (21) years.

NOT-FOR-PROFIT ORGANIZATION: An entity organized or operating under the laws of this State as a not-for-profit institution which shall have been operated solely for the promotion of some common object other than the sale or consumption of alcoholic liquors.

ORIGINAL PACKAGE: Any bottle, flask, jug, can, barrel, keg, or other receptacle or container whatsoever, used, corked or capped, sealed and labeled by the manufacturer of alcoholic liquor, to contain and convey any alcoholic liquor.

PREMISES/LICENSED PREMISES: The term premises or licensed premises, as used in this chapter, shall refer only to the interior area of the building located at the address indicated on the liquor license, and shall not include any area at said address located outside of the building, such as, but not limited to, sidewalks, parking areas, driveway areas, deck areas, patio areas or any other outdoor areas that are part of the real property or the building identified by the address on the liquor license, unless consumption of alcoholic liquor in a particular outdoor area is specifically authorized by a particular liquor license class.

RESTAURANT: Any public place kept, used, maintained, advertised and held out to the public as a place where meals are served, and where meals are actually, consistently and regularly served, without sleeping accommodations, such space being provided with adequate and sanitary kitchen and dining room equipment and capacity and having employed therein a sufficient number and kind of employees to prepare, cook and serve suitable food for its guests.

RETAILER: A person who sells, or offers for sale, alcoholic liquor for use or consumption and not for resale in any form.

SALE: Any transfer, exchange, dispensing –or bartering in any manner, or by any means whatsoever, including the transfer of alcoholic liquors by and through the transfer or negotiation of warehouse receipts or certificates, and includes and means all sales made by any person, whether principal, proprietor, agent, servant or employee.

SELL AT RETAIL and SALE AT RETAIL: Sales for use or consumption and not for resale in any form.

SPIRITS: Any beverage, which contains alcohol obtained by distillation, mixed with water or other substance in solution, and includes brandy, rum, whiskey, gin, or other spirituous liquors, and such liquors when rectified, blended or otherwise mixed with alcohol or other substances.

STATE LIQUOR CONTROL ACT: The Illinois Liquor Control Act of 1934.

WINE: Any alcoholic beverage obtained by the fermentation of the natural contents of fruits, or vegetables, containing sugar, including such beverages when fortified by the addition of alcohol or spirits, as above defined.

3-3-4: LOCAL LIQUOR COMMISSIONER:

A. The president of the village shall serve as the liquor control commissioner and shall be charged with the administration of the Hinsdale Liquor Control Ordinance and the State Liquor Control Act, and of such other ordinances relating to alcoholic liquor as may be, from time to time, enacted by the village board.

B. The commissioner shall serve without compensation. The commissioner, or a designated village official, shall have the following powers and duties, as set forth in the State Liquor Control Act, with respect to liquor licenses issued by the village:

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1. To grant, renew, or to suspend for not more than thirty (30) days or to revoke for cause, all local liquor licenses issued to persons or entities for sale of alcoholic liquor on premises within the Village.
2. To enter or to authorize any law enforcing officer or other Village employee designated by the Village Manager to enter, at any time, upon the premises of a licensee to determine whether any of the provisions of the State law or Village ordinance or any rules or regulations adopted by the Village or by the Illinois Liquor Control Commission have been, or are being, violated, and at such time to examine the premises of the licensee in connection therewith.
3. To receive complaints from any citizen that any provision of the State law or of this Chapter has been, or is being, violated and to act upon any such complaints in the manner provided by law.
4. To receive local license fees and pay the same forthwith to the Village Treasurer.
5. To examine, or cause to be examined, under oath:
   i. any applicant for a local liquor license or for a renewal thereof; or
   ii. any licensee upon whom notice of possible revocation, suspension or fine has been served; or
   iii. aAny licensee against whom a citation proceeding has been instituted by the State Liquor Control Commission.
6. To examine, or cause to be examined, the books and records of any applicant or licensee with claim that may be necessary to properly discharge the Commissioner's duties.
7. To issue subpoenas to obtain information necessary to perform the Commissioner's duties.
8. To report to the Village Board from time to time actions which have been taken to grant or deny local liquor licenses or to penalize licensees.
9. To notify the Illinois Ssecretary of sState when a club incorporated under the Illinois general not for profit corporation act or a foreign corporation functioning as a club in Illinois under a certificate of authority issued under that act has violated the liquor control act by selling or offering for sale at retail alcoholic liquor without a retailer's license.
10. To require two (2) sets of fingerprints of any applicant for a local liquor license or for a renewal thereof, one for the village files and one to deliver to the Illinois department of state police, and for purposes of obtaining such fingerprints to collect from the applicant and properly deliver such fee as may be required by the Illinois Ddepartment of sState Ppolice.

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DATE: November 17, 2015

REQUEST FOR BOARD ACTION

AGENDA **SECTION NUMBER** Non-consent - ZPS	**ORIGINATING DEPARTMENT** Community Development
ITEM Permit Extension 328 E. 8th	**APPROVAL** Robert McGinnis, Director of Community Development/Building Commissioner

Staff is in receipt of a request to extend a permit beyond the one year term set forth in 9-1-7(B)(1) of the municipal Code. The applicant is requesting a "Complex Project Permit Term Exception", as the work cannot be completed within the six months that staff can grant administratively.

This permit was originally issued in November of 2014. Work has been progressing steadily, and at this time the shell (framing) is nearing completion. According to the applicant, the work will take just under another two years to complete. A completion schedule is attached.

Staff feels that the contractor is doing a good job given the scope of the project. We have received no complaints to speak of and would recommend that this permit be extended for cause.

If the Board of Trustees finds that this request is justified, the following motion would be appropriate:

MOTION:
To Waive First Reading and Authorize a Complex Project Permit Term Extension as set forth in 9-1-7 (B)(5) for a period of 24 months.

APPROVAL	**APPROVAL**	**APPROVAL**	**APPROVAL**	**MANAGER'S APPROVAL**

BOARD ACTION:

InSite

InSite Real Estate, LLC
1400 16th Street, Suite 300 | Oak Brook, IL 60523-8854
Phone: 630-617-9100 | Fax: 630-617-9120 | **www.insiterealestate.com**

VIA OVERNIGHT DELIVERY

November 12, 2015

Robert McGinnis, Building Commissioner/ Director of Community Development
Village of Hinsdale
19 East Chicago Avenue
Hinsdale, IL

Re: 328 E. Eighth Street – Expired Permit – Renewal Notice

Dear Robert:

We received a notice from the Village of Hinsdale on November 11, 2015 that stated the building permit issued for 328 E. Eighth Street had expired on November 3, 2015, and that the building permit must be renewed by December 3, 2015. We would like to request a renewal and extension of our building permit, as we will need to secure an extension in order to complete the project.

Permit extension options were provided within the notice for 90-days as well as six-months, however, these time extension options will not be sufficient for the time required to complete the construction of the estate.

We previously informed the Village of Hinsdale at the start of the project that the construction of the estate was going to take some time given the nature of the project. We conveyed that the duration of the construction was going to take 24-30 months to complete.

We initially requested a two (2) year building permit from the Village of Hinsdale, and we received the total permit and bond fees for a two (2) year building permit from the Village of Hinsdale on October 31, 2014. After receiving this letter and fee schedule, we were informed that the Village of Hinsdale made a mistake and could only issue a building permit with a one (1) year duration, and that we could extend the duration of the building permit to the time period that we originally required by securing the approval of the Zoning Public Safety Board. It was presented to us that securing this extension was a matter of course.

We were informed today that we need to apply for the Complex Project Permit Term Exception in order to extend the duration of the building permit. This process includes providing a formal extension request letter to the Village of Hinsdale, providing a summary of the reasons why the project cannot be completed within the staff administrative extensions available, providing a critical path construction schedule for review, as well as attending a formal Village of Hinsdale committee meeting. In addition to these items, it appears that we will be penalized by not completing the project within a one (1) year period, and due to this, our extension will be 200%

InSite

of our base permit fees. We would like to discuss the rate of these additional permit fees with the Village of Hinsdale given the circumstances.

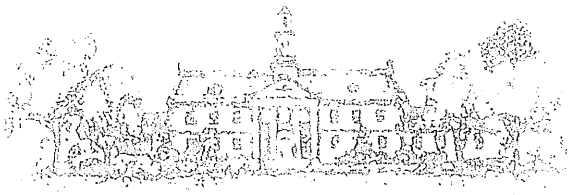
Let us know once a Village of Hinsdale committee meeting date has been confirmed. The owner, architect, and general contractor can attend the committee meeting to explain the scope, complexity of the project, as well as speak to the overall construction schedule for the project.

Please let us know if there are any additional questions.

Sincerely,

Michael R. Larsen
Managing Director – Development

Enclosures



VILLAGE
OF HINSDALE

POLICE DEPARTMENT 630-789-7050
FIRE DEPARTMENT 630-789-7060

19 EAST CHICAGO AVENUE
HINSDALE, ILLINOIS 60521-3489 (630) 789-7000
Village Website: http://www.villageofhinsdale.org

TO: Insite Real Estate LLC via e-mail

FROM: Kerry – Village of Hinsdale

DATE: October 31, 2014

RE: PERMIT FEES AND BOND FOR 328 E. EIGHTH ST. -

PERMITS ARE APPROVED PROVIDED THE FOLLOWING IS SUBMITTED:

- **PROVIDE DEMO CONTRACTOR'S INFORMATION AND A CERTIFICIATE OF LIABILITY**
- **SEE FEES BELOW:**

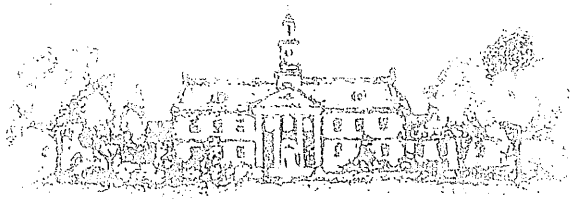
PERMIT FEES – TWO YEAR BUILDING

BUILDING PERMIT	$34,052.50
DEMO PERMIT	3,000.00
PLUMBING	6,005.00
ELECTRIC PERMIT	5,600.00
TOTAL PERMIT FEES	**$48,657.50**

BONDS

CONTRACTOR'S BOND	**$10,000**
SITE MANAGEMENT	**3,000**
STORMWALTER MGMT	**20,000**
TOTAL	**$33,000**

GRAND TOTAL PERMIT FEES AND BOND $81,657.50



VILLAGE
OF HINSDALE

POLICE DEPARTMENT
FIRE DEPARTMENT

19 EAST CHICAGO AVENUE
HINSDALE, ILLINOIS 60521-3489 (630) 789-7000
Village Website: http://www.villageofhinsdale.org

TO: Insite Real Estate LLC via e-mail

FROM: Kerry – Village of Hinsdale

DATE: October 31, 2014

RE: PERMIT FEES AND BOND FOR 328 E. EIGHTH ST. -

PERMITS ARE APPROVED PROVIDED THE FOLLOWING IS SUBMITTED:

- **PROVIDE DEMO CONTRACTOR'S INFORMATION AND A CERTIFICIATE OF LIABILITY**
- **SEE FEES BELOW:**

PERMIT FEES – ONE YEAR BUILDING

BUILDING PERMIT	$18,106.75
DEMO PERMIT	3,000.00
PLUMBING	4,145.00
ELECTRIC PERMIT	2,800.00
TOTAL PERMIT FEES	**$28,051.75**

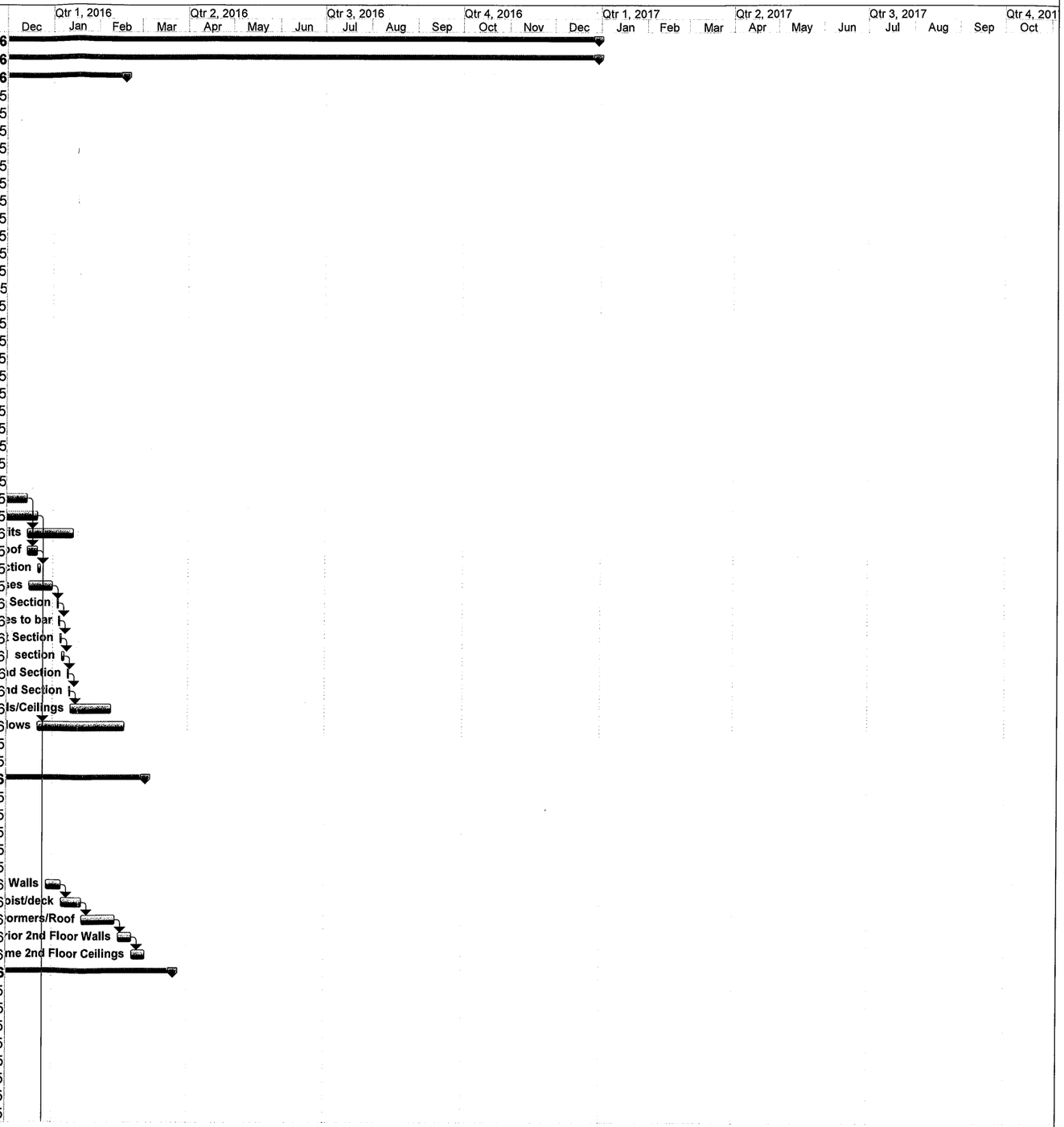
BONDS

CONTRACTOR'S BOND	**$10,000**
SITE MANAGEMENT	**3,000**
STORMWALTER MGMT	**20,000**
TOTAL	**$33,000**

GRAND TOTAL PERMIT FEES AND BOND $61,051.75

PROJECT: The Hinsdale Project
Date: 11/19/15
The Timm T. Martin Company

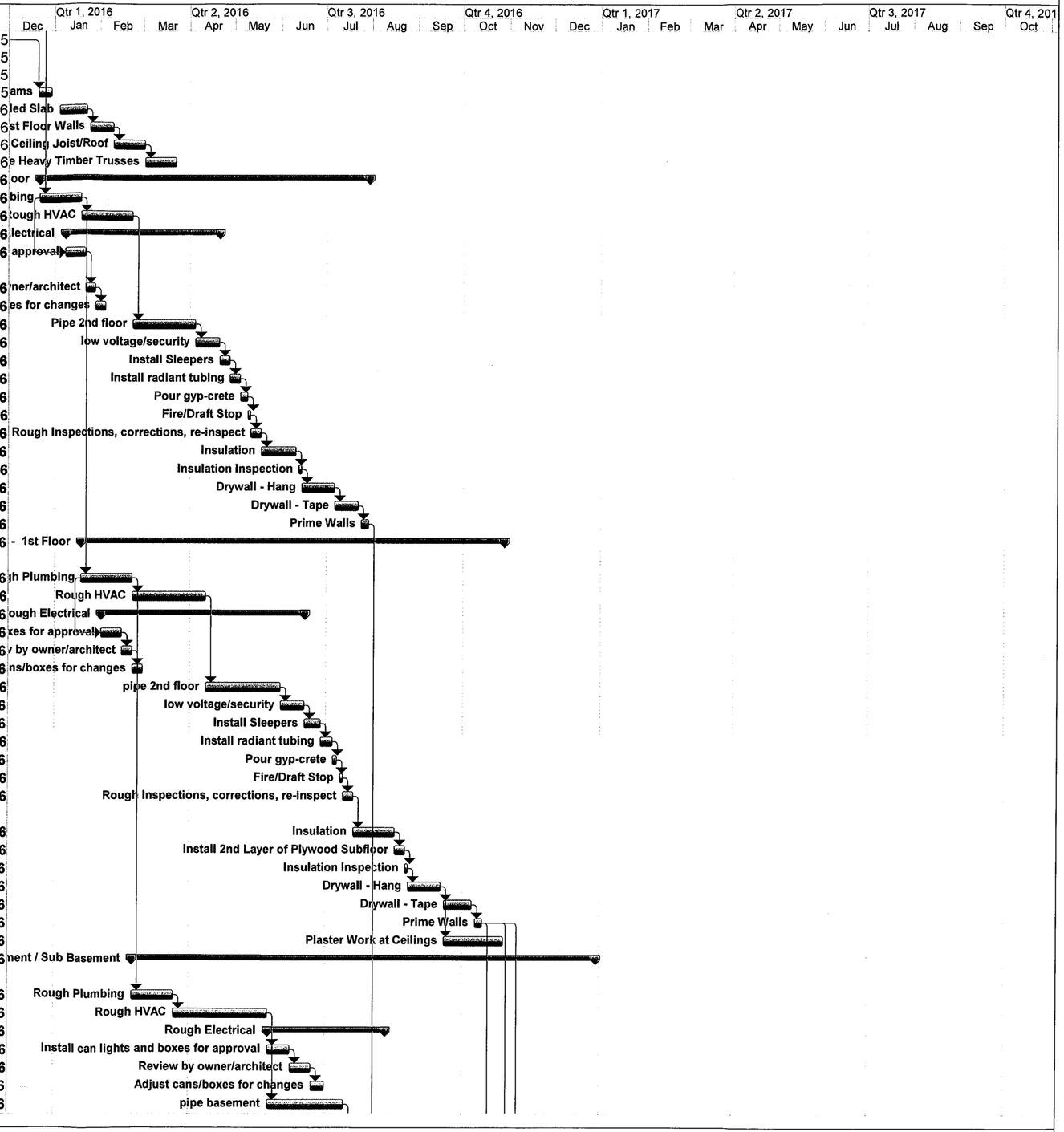
ID	Predecessors	Task Name	Duration	Start	Finish
5		**ROUGH SCHEDULE**	**520 days?**	**Tue 12/23/14**	**Thu 12/29/16**
51		**FRAMING**	**449 days?**	**Wed 4/1/15**	**Thu 12/29/16**
52		**MAIN HOUSE**	**228 days?**	**Wed 4/1/15**	**Thu 2/18/16**
53		Install Structural Steel for 1st Floor (terraces)	3 days	Tue 6/30/15	Thu 7/2/15
54	53	Frame/Pour suspended terrace slabs	6 days	Fri 7/3/15	Fri 7/10/15
55		Install Structural Steel for 1st Floor (Main House)	5 days	Fri 7/10/15	Thu 7/16/15
56	55	Backfill North Sides to top of Foundation	2 days	Fri 7/17/15	Mon 7/20/15
57	56	Dig Out Cave ins at South Side	2 days	Tue 7/21/15	Wed 7/22/15
58	57	Install Draintile at South Side	2 days	Thu 7/23/15	Fri 7/24/15
59	58	Waterproof South Side (1st Lift)	2 days	Mon 7/27/15	Tue 7/28/15
60	59	Top off drain tile with Stone - South Side	2 days	Wed 7/29/15	Thu 7/30/15
61	60	Backfill Inspection South Side	1 day?	Fri 7/31/15	Fri 7/31/15
62	61	Backfill 1st lift - South Side	2 days	Mon 8/3/15	Tue 8/4/15
63	62	Waterproof 2nd Lift - South Side	3 days	Wed 8/5/15	Fri 8/7/15
64	63	Backfill 2nd Lift - South Side	2 days	Mon 8/10/15	Tue 8/11/15
65	56	Frame 1st floor joist/deck	8 days	Tue 7/21/15	Thu 7/30/15
66	65	Layout/Field Measure Second Floor Steel	3 days	Fri 7/31/15	Tue 8/4/15
67	66	Fabricate 2nd Floor Steel	20 days	Wed 8/5/15	Tue 9/1/15
68	66	Frame 1st Floor walls	13 days	Wed 8/5/15	Fri 8/21/15
69	67	Install 2nd Floor Steel Main House	5 days	Wed 9/2/15	Tue 9/8/15
70	69	Frame 2nd Floor Joist/deck	10 days	Wed 9/9/15	Tue 9/22/15
71	70	Layout/Field Measure Attic Steel	3 days	Wed 9/23/15	Fri 9/25/15
72	71	Fabricate Attic Steel	20 days	Mon 9/28/15	Fri 10/23/15
73	72	Frame 2nd Floor walls	15 days	Mon 10/26/15	Fri 11/13/15
74	72	Install Attic/ Roof Steel	5 days	Mon 10/26/15	Fri 10/30/15
75	74	Install 2nd Floor Ceiling Joist	5 days	Mon 11/2/15	Fri 11/6/15
76	75	Frame Roof/ Attic Walls/ Dormers	25 days	Mon 11/9/15	Mon 12/14/15
77	75FS+10 da	Backout and Specialty Interior Framing	20 days	Mon 11/23/15	Mon 12/21/15
78	76	Install Fascia and soffits	20 days	Tue 12/15/15	Thu 1/14/16
79	76	Dry-in Roof	5 days	Tue 12/15/15	Mon 12/21/15
80	79	Prep/Pour Mud Matt Slab - 1st section	2 days	Tue 12/22/15	Wed 12/23/15
81		Install Heavy Timber Trusses	10 days	Wed 12/16/15	Thu 12/31/15
82	81	Waterproof Mud Matt Slab - 1st Section	1 day?	Mon 1/4/16	Mon 1/4/16
83	82	Install eclectic floor outlets and H/C water supplies to bar	1 day?	Tue 1/5/16	Tue 1/5/16
84	83	Pour Top Slab - 1st Section	1 day?	Wed 1/6/16	Wed 1/6/16
85	84	Prep/Pour Mud Matt Slab - 2nd section	2 days	Thu 1/7/16	Fri 1/8/16
86	85	Waterproof Mud Matt Slab - 2nd Section	1 day?	Mon 1/11/16	Mon 1/11/16
87	86	Pour Top Slab - 2nd Section	1 day?	Tue 1/12/16	Tue 1/12/16
88	87	Frame Basement Walls/Ceilings	20 days	Wed 1/13/16	Tue 2/9/16
89	79	Deliver / Install Windows	40 days	Tue 12/22/15	Thu 2/18/16
90		Deliver Stone Veneer/ Limestone	1 day	Wed 4/1/15	Wed 4/1/15
91	90	Start Exterior Masonry	1 day?	Thu 4/2/15	Thu 4/2/15
94		**GARAGE**	**156 days**	**Fri 7/24/15**	**Thu 3/3/16**
95		Install 1st Floor Steel Beams Only (for backfill)	4 days	Fri 7/24/15	Wed 7/29/15
96	95	Backfill to top of foundation	3 days	Thu 7/30/15	Mon 8/3/15
97	96	Install sump/Lift Station	4 days	Tue 8/4/15	Fri 8/7/15
98	69FS+5 days	Install 2nd Floor Steel	5 days	Wed 9/16/15	Tue 9/22/15
99	98	Pour Suspended Slab	6 days	Wed 9/23/15	Wed 9/30/15
100		Frame Walls 1st Floor Walls	7 days	Mon 12/28/15	Wed 1/6/16
101	100	Frame 2nd Floor Joist/deck	10 days	Thu 1/7/16	Wed 1/20/16
102	101	Frame Dormers/Roof	17 days	Thu 1/21/16	Fri 2/12/16
103	102	Frame Interior 2nd Floor Walls	7 days	Mon 2/15/16	Tue 2/23/16
104	103	Frame 2nd Floor Ceilings	7 days	Wed 2/24/16	Thu 3/3/16
107		**POOL HOUSE**	**158 days**	**Mon 8/10/15**	**Tue 3/22/16**
108	97	Plumbing Underground	5 days	Mon 8/10/15	Fri 8/14/15
109	108	Stone Basement/Interior Draintile	2 days	Mon 8/17/15	Tue 8/18/15
110	109	Waterproof 1st Lift	2 days	Wed 8/19/15	Thu 8/20/15
111	110	Top Off draintile Stone	2 days	Fri 8/21/15	Mon 8/24/15
112	111	Backfill/Draintile Inspection	1 day	Tue 8/25/15	Tue 8/25/15
113	112	Backfill 1st Lift	2 days	Wed 8/26/15	Thu 8/27/15
114	113	Waterproof 2nd Lift	2 days	Fri 8/28/15	Mon 8/31/15
115		[redacted]	4 days	Wed 9/9/15	Mon 9/14/15



Note: This Schedule is preliminary and subject to change due to among other things, the availability of subconctractors and material and delivery of information and documents by the Architect and Owner

PROJECT: The Hinsdale Project
Date: 11/19/15
The Timm T. Martin Company

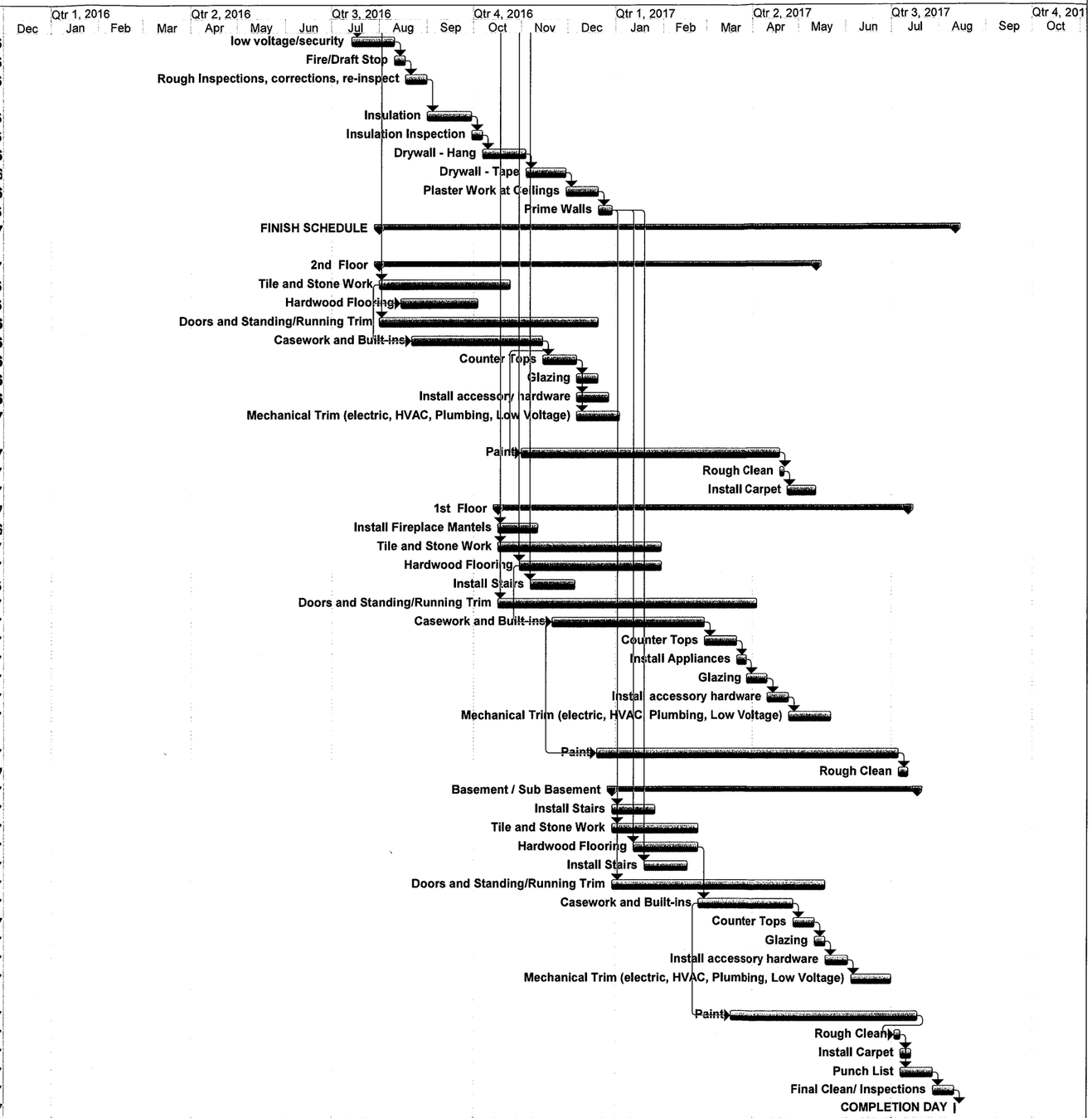
ID	Predecessors	Task Name	Duration	Start	Finish
116	115	Fabricate 2nd Floor Steel	20 days	Tue 9/15/15	Mon 10/12/15
117	116	Cut Shoring Down/Remove	2 days	Tue 10/13/15	Wed 10/14/15
118	117	Backfill 2nd Lift	2 days	Thu 10/15/15	Fri 10/16/15
119	116	[redacted]	5 days	Mon 12/21/15	Tue 12/29/15
120		Pour Suspended Slab	15 days	Mon 1/4/16	Fri 1/22/16
121	120	Frame 1st Floor Walls	12 days	Mon 1/25/16	Tue 2/9/16
122	121	Frame Ceiling Joist/Roof	15 days	Wed 2/10/16	Tue 3/1/16
123	122	[redacted]	15 days	Wed 3/2/16	Tue 3/22/16
127		**ROUGH MEPS - 2nd Floor**	**154 days**	**Tue 12/22/15**	**Fri 7/29/16**
128	**77**	**Rough Plumbing**	**17 days**	**Tue 12/22/15**	**Mon 1/18/16**
129	**128**	**Rough HVAC**	**25 days**	**Tue 1/19/16**	**Mon 2/22/16**
130		**Rough Electrical**	**74 days**	**Fri 1/8/16**	**Wed 4/20/16**
131	**128SS+10 days**	**Install can lights and boxes for approval**	**10 days**	**Fri 1/8/16**	**Thu 1/21/16**
132	**131**	**Review by owner/architect**	**5 days**	**Fri 1/22/16**	**Thu 1/28/16**
133	**132**	**Adjust cans/boxes for changes**	**5 days**	**Fri 1/29/16**	**Thu 2/4/16**
134	**129**	**Pipe 2nd floor**	**30 days**	**Tue 2/23/16**	**Mon 4/4/16**
135	**134**	**low voltage/security**	**12 days**	**Tue 4/5/16**	**Wed 4/20/16**
136	**135**	**Install Sleepers**	**5 days**	**Thu 4/21/16**	**Wed 4/27/16**
137	**136**	**Install radiant tubing**	**5 days**	**Thu 4/28/16**	**Wed 5/4/16**
138	**137**	**Pour gyp-crete**	**3 days**	**Thu 5/5/16**	**Mon 5/9/16**
139	**138**	**Fire/Draft Stop**	**2 days**	**Tue 5/10/16**	**Wed 5/11/16**
140	**139**	**Rough Inspections, corrections, re-inspect**	**5 days**	**Thu 5/12/16**	**Wed 5/18/16**
141	**140**	**Insulation**	**16 days**	**Thu 5/19/16**	**Fri 6/10/16**
142	**141**	**Insulation Inspection**	**2 days**	**Mon 6/13/16**	**Tue 6/14/16**
143	**142**	**Drywall - Hang**	**15 days**	**Wed 6/15/16**	**Wed 7/6/16**
144	**143**	**Drywall - Tape**	**12 days**	**Thu 7/7/16**	**Fri 7/22/16**
145	**144**	**Prime Walls**	**5 days**	**Mon 7/25/16**	**Fri 7/29/16**
147		**ROUGH MEPS - 1st Floor**	**201 days**	**Tue 1/19/16**	**Fri 10/28/16**
148	**128**	**Rough Plumbing**	**25 days**	**Tue 1/19/16**	**Mon 2/22/16**
149	**148**	**Rough HVAC**	**35 days**	**Tue 2/23/16**	**Mon 4/11/16**
150		**Rough Electrical**	**97 days**	**Tue 2/2/16**	**Thu 6/16/16**
151	**148SS+10 d**	**Install can lights and boxes for approval**	**10 days**	**Tue 2/2/16**	**Mon 2/15/16**
152	**151**	**Review by owner/architect**	**5 days**	**Tue 2/16/16**	**Mon 2/22/16**
153	**152**	**Adjust cans/boxes for changes**	**5 days**	**Tue 2/23/16**	**Mon 2/29/16**
154	**149**	**pipe 2nd floor**	**35 days**	**Tue 4/12/16**	**Tue 5/31/16**
155	**154**	**low voltage/security**	**12 days**	**Wed 6/1/16**	**Thu 6/16/16**
156	**155**	**Install Sleepers**	**7 days**	**Fri 6/17/16**	**Mon 6/27/16**
157	**156**	**Install radiant tubing**	**5 days**	**Tue 6/28/16**	**Tue 7/5/16**
158	**157**	**Pour gyp-crete**	**3 days**	**Wed 7/6/16**	**Fri 7/8/16**
159	**158**	**Fire/Draft Stop**	**2 days**	**Mon 7/11/16**	**Tue 7/12/16**
160	**159**	**Rough Inspections, corrections, re-inspect**	**5 days**	**Wed 7/13/16**	**Tue 7/19/16**
161	**160**	**Insulation**	**20 days**	**Wed 7/20/16**	**Tue 8/16/16**
162	**161**	**Install 2nd Layer of Plywood Subfloor**	**5 days**	**Wed 8/17/16**	**Tue 8/23/16**
163	**162**	**Insulation Inspection**	**2 days**	**Wed 8/24/16**	**Thu 8/25/16**
164	**163**	**Drywall - Hang**	**15 days**	**Fri 8/26/16**	**Fri 9/16/16**
165	**164**	**Drywall - Tape**	**15 days**	**Mon 9/19/16**	**Fri 10/7/16**
166	**165**	**Prime Walls**	**5 days**	**Mon 10/10/16**	**Fri 10/14/16**
167	**164**	**Plaster Work at Ceilings**	**30 days**	**Mon 9/19/16**	**Fri 10/28/16**
169		**ROUGH MEPS - Basement / Sub Basement**	**219 days**	**Tue 2/23/16**	**Thu 12/29/16**
170	**148**	**Rough Plumbing**	**20 days**	**Tue 2/23/16**	**Mon 3/21/16**
171	**170**	**Rough HVAC**	**45 days**	**Tue 3/22/16**	**Mon 5/23/16**
172		**Rough Electrical**	**55 days**	**Tue 5/24/16**	**Wed 8/10/16**
173	**171**	**Install can lights and boxes for approval**	**10 days**	**Tue 5/24/16**	**Tue 6/7/16**
174	**173**	**Review by owner/architect**	**10 days**	**Wed 6/8/16**	**Tue 6/21/16**
175	**174**	**Adjust cans/boxes for changes**	**7 days**	**Wed 6/22/16**	**Thu 6/30/16**
176	**171**	**pipe basement**	**35 days**	**Tue 5/24/16**	**Wed 7/13/16**



Note: This Schedule is preliminary and subject to change due to among other things, the availability of subconctractors and material and delivery of information and documents by the Architect and Owner

PROJECT: The Hinsdale Project
Date: 11/19/15
The Timm T. Martin Company

ID	Predecessors	Task Name	Duration	Start	Finish
177	176	low voltage/security	20 days	Thu 7/14/16	Wed 8/10/16
178	177	Fire/Draft Stop	5 days	Thu 8/11/16	Wed 8/17/16
179	178	Rough Inspections, corrections, re-inspect	10 days	Thu 8/18/16	Wed 8/31/16
180	179	Insulation	20 days	Thu 9/1/16	Thu 9/29/16
181	180	Insulation Inspection	5 days	Fri 9/30/16	Thu 10/6/16
182	181	Drywall - Hang	20 days	Fri 10/7/16	Thu 11/3/16
183	182	Drywall - Tape	17 days	Fri 11/4/16	Tue 11/29/16
184	183	Plaster Work at Ceilings	15 days	Wed 11/30/16	Tue 12/20/16
185	184	Prime Walls	7 days	Wed 12/21/16	Thu 12/29/16
187		FINISH SCHEDULE	266 days?	Mon 8/1/16	Fri 8/11/17
189		2nd Floor	203 days	Mon 8/1/16	Fri 5/12/17
190	145	Tile and Stone Work	60 days	Mon 8/1/16	Mon 10/24/16
191	190SS+10 d	Hardwood Flooring	35 days	Mon 8/15/16	Mon 10/3/16
192	145	Doors and Standing/Running Trim	100 days	Mon 8/1/16	Tue 12/20/16
193	190SS+15 d	Casework and Built-ins	60 days	Mon 8/22/16	Mon 11/14/16
194	193	Counter Tops	15 days	Tue 11/15/16	Tue 12/6/16
195	194	Glazing	10 days	Wed 12/7/16	Tue 12/20/16
196	194	Install accessory hardware	15 days	Wed 12/7/16	Tue 12/27/16
197	194	Mechanical Trim (electric, HVAC, Plumbing, Low Voltage)	20 days	Wed 12/7/16	Tue 1/3/17
198	193FS-10 da	Paint	120 days	Tue 11/1/16	Tue 4/18/17
199	198	Rough Clean	3 days	Wed 4/19/17	Fri 4/21/17
200	199	Install Carpet	15 days	Mon 4/24/17	Fri 5/12/17
202		1st Floor	189 days	Mon 10/17/16	Tue 7/11/17
203	166	Install Fireplace Mantels	20 days	Mon 10/17/16	Fri 11/11/16
204	166	Tile and Stone Work	75 days	Mon 10/17/16	Mon 1/30/17
205	166FS+10 d	Hardwood Flooring	65 days	Mon 10/31/16	Mon 1/30/17
206	166FS+15 d	Install Stairs	20 days	Mon 11/7/16	Mon 12/5/16
207	166	Doors and Standing/Running Trim	120 days	Mon 10/17/16	Mon 4/3/17
208	205SS+15 d	Casework and Built-ins	70 days	Mon 11/21/16	Mon 2/27/17
209	208	Counter Tops	15 days	Tue 2/28/17	Mon 3/20/17
210	209	Install Appliances	5 days	Tue 3/21/17	Mon 3/27/17
211	210	Glazing	10 days	Tue 3/28/17	Mon 4/10/17
212	211	Install accessory hardware	10 days	Tue 4/11/17	Mon 4/24/17
213	212	Mechanical Trim (electric, HVAC, Plumbing, Low Voltage)	20 days	Tue 4/25/17	Mon 5/22/17
214	208SS+20 d	Paint	140 days	Tue 12/20/16	Wed 7/5/17
215	214	Rough Clean	4 days	Thu 7/6/17	Tue 7/11/17
217		Basement / Sub Basement	140 days	Fri 12/30/16	Mon 7/17/17
218	185	Install Stairs	20 days	Fri 12/30/16	Thu 1/26/17
219	185	Tile and Stone Work	40 days	Fri 12/30/16	Thu 2/23/17
220	185FS+10 d	Hardwood Flooring	30 days	Fri 1/13/17	Thu 2/23/17
221	185FS+15 d	Install Stairs	20 days	Fri 1/20/17	Thu 2/16/17
222	185	Doors and Standing/Running Trim	100 days	Fri 12/30/16	Thu 5/18/17
223	220	Casework and Built-ins	45 days	Fri 2/24/17	Thu 4/27/17
224	223	Counter Tops	10 days	Fri 4/28/17	Thu 5/11/17
225	224	Glazing	5 days	Fri 5/12/17	Thu 5/18/17
226	225	Install accessory hardware	10 days	Fri 5/19/17	Fri 6/2/17
227	226	Mechanical Trim (electric, HVAC, Plumbing, Low Voltage)	20 days	Mon 6/5/17	Fri 6/30/17
228	223SS+15 d	Paint	85 days	Fri 3/17/17	Mon 7/17/17
229	228FS-10 da	Rough Clean	3 days	Mon 7/3/17	Thu 7/6/17
230	229	Install Carpet	5 days	Fri 7/7/17	Thu 7/13/17
233	229	Punch List	15 days	Fri 7/7/17	Thu 7/27/17
234	233	Final Clean/ Inspections	10 days	Fri 7/28/17	Thu 8/10/17
235	234	COMPLETION DAY	1 day?	Fri 8/11/17	Fri 8/11/17



Note: This Schedule is preliminary and subject to change due to among other things, the availability of subconctractors and material and delivery of information and documents by the Architect and Owner

10a

Village of Hinsdale **Memorandum**

To: **President Cauley and the Village Board of Trustees**

From: **Emily Wagner, Administration Manager**

CC: **Kathleen A. Gargano, Village Manager**

Date: **December 4, 2015**

Subject: **Economic Development Monthly Report**

Upcoming Christmas Events

- The Chamber of Commerce Christmas Walk is tonight starting at 4:00 p.m. The Christmas tree will be lit By President Cauley just after 5:00 p.m. The event runs to 8:00 p.m.
- The Distinctly Hinsdale for the Holidays events will be held on Saturday, December 12, and Saturday, December 19, form 11:00 a.m. to 3:00 p.m. Each event will feature horse and carriage rides, and gingerbread cookie decorating. Dan Grisko from Direct Advantage Marketing is coordinating activities for both days. Public Services and Public Safety staff has been working with Dan in preparation for this event.

Economic Development Commission

- As you will recall at the October 7 Village Board meeting, the Village Board of Trustees approved an ordinance changing the number of commissioners on the Economic Development Commission (EDC) from nine to seven members. Now there are two vacancies left to fill on the EDC in the retail and resident categories. Staff has reached out to another retailer in the hopes of filling that category. However, the resident position may be more difficult for staff to complete. If Trustees know of a resident who may be interested, staff is asking for recommendations to fill this category. Please feel free to let us know if you know of any interested residents.

Part-Time Economic Development Coordinator Hiring Update

- In conjunction with the Village's Public Services/Administration personnel reorganization, the Village budgeted for a part-time Economic Development Coordinator. The Village posted for the position on September 25 and the application deadline was October 16. The Village received 17 applications. Staff interviewed the top three candidates. However, after conducting these interviews, we believe that the candidates do not match the needs of the Village. However, staff will evaluate the vacant position after the first of the year and possibly repost the position as needed. In the interim, staff will continue to monitor vacant commercial properties and follow-up with brokers and agents.

Liquor Code Meeting for Licensees

- On Wednesday, December 9, at 10:00 a.m. the Village will host a meeting for current liquor licensees about the revised liquor code. A copy of the new application will be available at that time.

December 4, 2015

TO: Thomas K. Cauley, Village President
Village Board of Trustees
Kathleen A. Gargano, Village Manager

FROM: Gina Hassett, Director of Parks & Recreation

REF: Executive Summary - Activities for November 2015

Community Pool
The annual pool report is included in the December Parks & Recreation Commission packet.

Katherine Legge Memorial Lodge
Through October, rental revenue increased 12% ($14,075) over the prior year due to increased usage and increased rental fees. Rental revenue for the month of October is $25,755, which is an increase of 7% ($1,770) over the same period of the prior year. In October there were thirteen events held at the Lodge, which is an increase of four events over the prior year. Operating expenses are trending 9% ($7,041) above the prior year.

Burns Field Tennis Court Project
The capital improvement plan included $165,000 for improvements to the Burns Field tennis courts. The project was completed in October. Staff noted that paint on the fence posts was chipped; the contractor came back to make the necessary repairs. Staff noticed hairline cracks in the asphalt around the net posts that occurred when the net posts were installed. The contractor will return in the spring when the weather is favorable to make the necessary repairs.

KLM Platform Tennis Walkways
Staff is seeking proposals for a structural engineer to evaluate the existing KLM platform facility and to generate plans for the new walkways. The plans will be used to develop the bid specifications for the new permanent walkways. Construction of the walkways and the necessary work required below the walkways would begin in spring after the platform season. The replacement of the walkways around the courts is included in the capital improvement plan for FY 16/17.

Community Survey
The Village is working with Eastern Illinois University (EIU) to administer a community needs survey which will be used help to refine current recreational service offerings and determine long range plans. The survey was mailed to Hinsdale residents on Friday, November 27th. Staff will be traveling to EIU on December 11th to meet with the students' as they present the preliminary findings.

Ice Rinks
For the upcoming winter, staff will combine the two rink systems that are on hand to construct a rink 170'x90' rink at Burns Field. Staff is working to have the rink system in place by December 15th. Rinks would be filled as weather temperatures permit.

To: **Chairman Banke and Members of the Parks & Recreation Commission**

From: **Gina Hassett, Director of Parks & Recreation**

Date: **December 4, 2015**

Subject: December Staff Report

The following is a summary of activities completed by the Parks and Recreation Department during the month of November to date.

Katherine Legge Memorial Lodge

Through October, rental revenue increased 12% ($14,075) over the prior year due to increased usage and increased rental fees. Rental revenue for the month of October is $25,755, which is an increase of 7% ($1,770) over the same period of the prior year. In October there were thirteen events held at the Lodge, which is an increase of four events over the prior year. Operating expenses are trending 9% ($7,041) above the prior year.

REVENUES	October		YTD		Change Over the Prior year	2015-16 Annual Budget	FY 15-16 % of budget	2014-15 Annual Budget	FY 14-15 % of budget
	Prior Year	Current Year	Prior Year	Current Year					
KLM Lodge Rental	$23,985	$25,755	$117,949	$132,025	$14,076	$160,000	83%	$160,000	74%
Caterer's Licenses	$0	$0	$12,000	$13,266	$1,266	$15,000	88%	$16,800	71%
Total Revenue	$23,985	$25,755	$129,949	$145,291	$15,342	$175,000	83%	$176,800	74%

EXPENSES	October		YTD		Change Over the Prior year	2015-16 Annual Budget	FY 15-16 % of budget	2014-15 Annual Budget	FY 14-15 % of budget
	Prior Year	Current Year	Prior Year	Current Year					
Total Expenses	$11,163	$10,236	$88,556	$81,847	($6,709)	$199,700	41%	$174,511	51%
Net	$12,822	$15,519	$41,394	$63,444					

The capital improvement plan includes funds to replace the Lodge carpet and banquet chairs, dependent upon the final budget. Staff is meeting with a vendor to develop the specifications for the carpet replacement. Once they are developed the carpet replacement will be put out to formal bid. The chairs will be replaced after the carpet to ensure the colors are complementary.

Platform Tennis

The platform tennis season started the first week of October. Letters have gone out to past platform members. When league play begins, staff will work with the Hinsdale Platform Tennis Association (HPTA) to ensure that individuals playing in their leagues purchase a membership. Per HPTA's court license agreement with the Village, HTPA league players are

required to have a current Village membership. Below is a summary of current membership revenue. Staff is working with HPTA to ensure all league players have paid for their Village memberships.

		2012		2013		2014		2015						
Membership as of 10/25/16	Fees	Total Members	Revenue	Total Members	Revenue	Total Members	Revenue	New Members	Renewal Members	Total Members	Change of over Prior Year	Revenue YTD	Change over Prior Yr.	% of Change Over Prior Year
Resident Individual	$120	73	$8,520	86	$9,720	79	$9,240	11	56	67	-12	$7,920	-$1,320	-14%
Resident Family	$175	37	$6,630	36	$6,038	28	$4,725	8	17	25	-3	$4,375	-$350	-7%
Resident Family Secondary	$0	91	$0	83	$0	74	$0	0	25	51	-23	$0	$0	0%
Resident Total		**201**	**$15,150**	**205**	**$15,758**	**181**	**$13,965**	**19**	**98**	**143**	**-38**	**$12,295**	**-$1,670**	**-12%**
Non-Resident Individual	$289	61	$17,051	90	$24,276	102	$26,908	9	69	78	-24	$22,542	-$4,366	-16%
Non-Resident Family	$345	13	$4,830	13	$3,968	16	$5,865	0	14	14	-2	$4,830	-$1,035	-18%
Non-Resident Secondary	$0	35		35	$0	56	$0	1	38	39	-17	$0	$0	0%
Non-Resident Total		**109**	**$21,881**	**138**	**$28,244**	**174**	**$32,773**	**10**	**121**	**131**	**-43**	**$27,372**	**-$5,401**	**-16%**
Sustaining Lifetime	$0	335		298	$0	291	$0	0	257	257	-34	$0		
New Lifetime Members	$1,500	3	$4,380	0	$0	0	$0	0	0	0	0	$0		
Total Membership Revenue		955	$37,031	984	$44,002	1001	$46,738	58	695	805	-196	$39,667	-$7,071	-15%

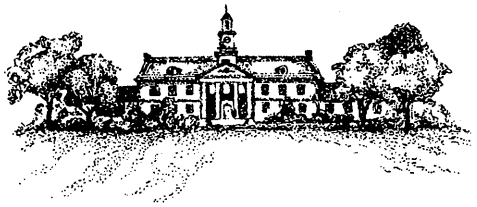
Platform Lighting

Members of the HPTA reported to staff that there are concerns that the platform tennis court lighting does not provide adequate lighting. Each of the platform courts has 8 light fixtures for a total of 48 fixtures. In 2011, the fixtures were switched to LED lighting.

In August of this year, staff researched the options to upgrade the lighting. The current fixtures cannot hold a higher watt bulb. To improve the wattage it is necessary to change the light fixture. Staff researched lighting options and purchased four 124W Lumecon High Output Large Flood fixtures at a cost of $1,400. Public Services personnel completed the installation. The fixtures replaced 70W Lumecon Large Floods that were installed in 2011. The players are happy with the quality of light provided by the new fixtures and have requested that the Village replace half of the fixtures this year. The cost to replace four fixtures on the remaining five courts is $7,000. Staff is evaluating the current budget to determine if resources are available to change out the fixtures this fiscal year. Funds will be budgeted for the following year to the remaining fixtures that changed this year.

KLM Platform Tennis Walkways

On Friday, October 9, an inspection of the KLM Platform tennis area by the Village Building Commissioner, Robb McGinnis, revealed considerable shifting of the walkways indicating structural deficiencies that ultimately could result in the structure failing. Due to the public safety concerns noted through his personal inspection of the property, Mr. McGinnis took the walkways out of service until the safety issues could be remediated. When the walkways were closed, players were required to exit the north door of the warming hut and walk around the courts to utilize the stairs. The challenge is the grade and conditions of the area around the rear stairs. The area surrounding the courts is typically wet; the drainage of the park is designed to flow into the southeast area around the courts.

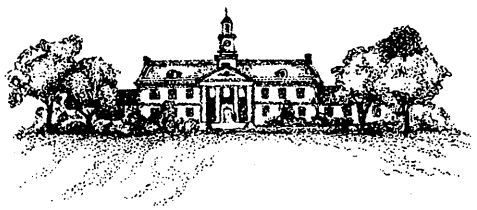


Village staff took measures the week of October 19 to secure the walkways so they should last through the winter season. On Friday, October 23, the walkways were reopened by the Building Commissioner. Village staff is performing weekly inspections to note any deficiencies between now and replacement of the walkways.

Staff is seeking proposals for a structural engineer to evaluate the existing KLM platform facility and to generate plans for the new walkways, which will be used to develop the bid specifications for the new permanent walkways. Construction of the walkways and the necessary work required below the walkways would begin in spring after the platform season. All work necessary would be completed to ensure the KLM platform tennis facility is compliant with the Village building code. The replacement of the walkways around the courts is included in the capital improvement plan for FY 16/17.

Below is a financial summary of the platform tennis court operation.

	FY 11-12 Actual	FY 12-13 Actual	FY 13-14 Actual	FY 14-15 Actual	FY 15/16 Budget	To Date
REVENUE						
Memberships	29,032	34,312	45,202	49,557	43,000	39,110
Lessons	5,978	5,870	7,358	6,843	7,000	0
Revenue	**35,010**	**40,182**	**52,560**	**56,400**	**50,000**	**39,110**
Lifetime Memberships	140,050	7,315	0	0	0	0
Grant Funding	0	0	39,858	0	0	0
Total Revenue	**175,060**	**47,497**	**92,418**	**56,400**	**50,000**	**39,110**
Operating Expenses						
Personal Services	0	0	0	0	0	0
Contractual Services						
Buildings/Grounds	1,759	2,757	1,814	6,783	2,189	1,228
Custodial	5,475	6,375	7,275	7,000	7,250	3,025
Data Processing	480	480	480	480	480	0
Rec. Programs	0	0	0	0	0	0
Utilities	5,959	7,747	5,326	1,237	3,500	918
Materials & Supplies	67	0	0	504	950	0
Repairs and Maintenance	3,227	22,926	20,048	23,129	15,000	11,664
Other Expenses	50	50	50	50	50	50
Total Operating Expenses	**17,017**	**40,335**	**34,993**	**39,183**	**29,419**	**16,885**
Operating Income (loss)	158,043	7,162	57,425	17,217	20,581	22,225
Capital Outlay	203,449	0	39,858	17,795	0	0
Net Income	-45,406	7,162	17,567	-578	20,581	22,225



Community Pool

Public Services personnel have been completing work to winterize the facility. Repairs to the lap and dive pools has been completed, which included the removal of tile targets on walls of the lap pool, removal and replacement of caulk and patching to damaged areas of the lap and diving pool walls. The cost to make the repairs was $3,457.

Financial Summary

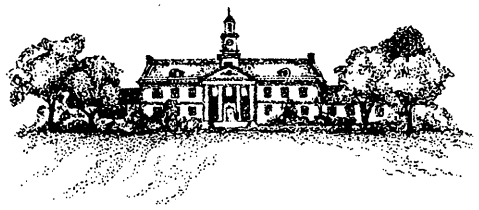
Pool revenues increased 2% ($6,515) over the prior year; the largest contributing factor is an increase of 15% ($7,395) in daily fees. Expenses decreased 17% ($57,254) over the prior year; the largest contributing factor is a decrease of 20% ($37,739) in personnel costs. Staff has prepared the annual pool report to be presented at the December Parks & Recreation meeting. The financial summary below includes year-end estimated actuals.

	2014-15 Actual	2015-16 Budget	2015-16 to Date	2015-16 Estimated Actual	Difference Over budget	% Of Budget	Difference Over Prior Year	% Over Prior Year
REVENUE								
Membership	*139,690*	*172,000*	*140,587*	*140,587*	*-31,413*	*82%*	*897*	*1%*
Daily Fees	*47,747*	*65,000*	*55,142*	*55,142*	*-9,858*	*85%*	*7,395*	*15%*
Locker Revenue	*0*	*0*	*0*	*0*	*0*	*0%*	*0*	*0%*
Concession	*8,000*	*8,000*	*8,200*	*8,000*	*0*	*100%*	*0*	*0%*
Class Revenue	*37,549*	*39,700*	*35,500*	*35,500*	*-4,200*	*89%*	*-2,049*	*-5%*
Private Lessons	*8,295*	*8,000*	*9,575*	*9,575*	*1,575*	*120%*	*1,280*	*15%*
Misc. Pool Revenue (Rentals)	*23,112*	*26,000*	*29,458*	*29,458*	*3,458*	*113%*	*6,347*	*27%*
Town Team Fees	*17,286*	*24,500*	*13,433*	*13,433*	*-11,068*	*55%*	*-3,854*	*-22%*
10 Visit Pass	*24,123*	*22,000*	*21,902*	*21,902*	*-98*	*100%*	*-2,221*	*-9%*
Total Revenue	**297,506**	**357,200**	**304,220**	**304,021**	**-53,179**	**85%**	**6,515**	**2%**
OPERATING EXPENES								
Personnel Services	184,787	166,858	147,048	147,048	-19,810	88%	-37,739	-20%
Contractual Services	33,123	22,750	19,283	21,500	-1,250	95%	-11,623	-35%
Other Services (utilities & printing)	45,303	36,500	25,030	36,000	-500	99%	-9,303	-21%
Materials & Supplies	31,081	30,950	20,050	27,000	-3,950	87%	-4,081	-13%
Repairs & Maintenance	42,295	37,000	42,952	46,500	9,500	126%	4,205	10%
Other Expense (sewer & bank fees)	5,014	6,700	2,699	6,300	-400	94%	1,286	26%
Total Operating Expenses	**341,602**	**300,758**	**257,062**	**284,348**	**-16,410**	**95%**	**-57,254**	**-17%**
Operating Income (Loss)	-44,096	56,442	47,158	19,673	-36,769	35%	63,769	-145%
Capital Outlay	14,078	14,000	6,524	6,524	-7,476	47%	-7,554	-54%
Net Income (Loss)	**-58,174**	**42,442**	**40,634**	**13,149**	-29,293	**31%**	**-45,025**	**-123%**

Community Survey

Over the past three years, the Village has seen a decline in pool memberships. In an effort to determine the reason for this decline, staff proposed to survey residents, focusing on non-pool users to find out their needs as it relates to swimming. In addition, it was determined that it would be beneficial to expand the survey to gain feedback regarding residents' overall recreational needs. The data collected through a survey will be used to help refine current service offerings and determine long range plans for the Community Pool.

The Village is working with Eastern Illinois University (EIU) to administer the survey which is being conducted as part of their 2015 fall semester course work. Preliminary data from the survey will be available in January of 2016. The students, with oversight, will administer the survey and will include staff and stakeholder interviews, survey development, data collection,



analysis, and results. Staff and the Parks & Recreation Commission will work with the students to develop and review the survey questions.

After review and input from members of the Parks & Recreation Commission and Village Trustees, a final survey was completed on November 5th. The survey was mailed to Hinsdale residents on Friday, November 27th. The mailing was delayed due to layout and scheduling issues with the printer. Staff is encouraging residents to respond electronically.

A link to the survey is available on the Village's website and the Parks & Recreation Facebook page; information will also be included in E-Hinsdale each week. Staff worked with School District 181 to include information regarding the survey in their virtual backpack and in the school newsletter; a link to the survey is available on District 181's website. The Hinsdale Falcon Football program and AYSO Soccer Region 210 shared the survey link with their families. Staff has placed two ads in the Hinsdalean to promote the survey. The Hinsdalean also posted the survey information on their Facebook page. In addition, the information was sent to the 4,000 contacts from the Parks & Recreation department's database.

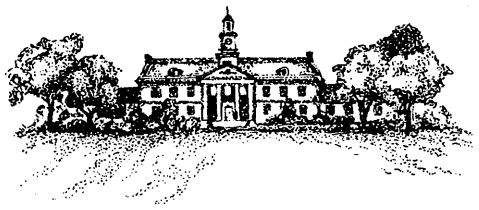
Staff will be traveling to EIU on December 11th to meet with the students' as they present the preliminary findings.

Ice Rinks
For the upcoming winter, staff will combine the two rink systems that are on hand to construct a 170'x90' rink at Burns Field utilizing a liner that was purchased in 2012. The area of the park that will be used is the most level which will allow the water in the rink systems to be a similar depth across the surface. A level surface will reduce the depth of water allowing the rink to freeze at a faster rate. A rink of this size will allow Public Services staff the ability to put a small bobcat on the ice to clear the snow off the ice surface. Staff is working to have the rink system in place by December 15th prior to the winter break. The rink would be filled as weather temperatures permit.

Brochure & Activities
The Holiday Express, formerly known as the Polar Express, is scheduled for Sunday, December 6th. Due to the popularity of the event and limited slots provided by Metra, a lottery system is utilized for registration of this event; the lottery was held November 11. All individuals who enrolled in the lottery were able to register for the event. Registered participants take the train from Hinsdale to the Aurora station. Participants enjoy a buffet, entertainment, crafts and visits with Santa at the Two Brothers Roundhouse banquet facility.

On Saturday, December 12, families can enjoy Breakfast with Santa at Katherine Legge Memorial Lodge. The event includes a continental breakfast and a visit with Santa.

Website
Staff has been working to update the Village's new website including adding content, forms, photos and brochure content.



Field/Park Updates

Burns Field Tennis Court Project

The capital improvement plan includes $165,000 for improvements to the Burns Field tennis courts. High School District 86 has authorized a contribution of $50,000 toward the project. Design Perspectives was retained by the Village to draft the bid specifications and to manage the Burns Field tennis court improvement project. At the July 30th Village Board meeting, a contract was awarded to Allstar Asphalt in the amount of $167,681 to complete the project.

The project was completed the end of October. Staff noted that paint on the fence posts was chipped when the fence fabric was installed. The contractor came back to make the necessary repairs. Staff noticed hairline cracks in the asphalt around the net posts that occurred when the net posts were installed. The contractor will return in the spring when the weather is favorable to make the necessary repairs to the cracks.

Athletic Fields

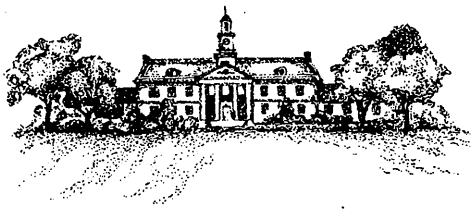
Athletic fields closed for the season on November 15th. Public Services personnel will pull the soccer and lacrosse goals.

Staff is evaluating the field rental fees to ensure the usage rates cover the operating costs.

Mowing & Landscaping

At the February 16 Board meeting, the landscaping and mowing contract was awarded to Beary Landscaping Inc. in the amount of $105,405.

Per the approved budget, mowing of Village parks and public rights of way is scheduled to be completed once per week. Due to long turf that was affecting the athletic play, authorization was given to mow Veeck Park and Brook Park twice per week in the spring and fall. Following is an expense summary of the billing through September for mowing and landscaping. Services will continue through the second week of November to manage the turf and leaves. Based on performance and responsiveness, staff recommends renewing the contract with Beary Landscaping for a second year. Further details on the recommendation are provided for a discussion in packet.



	Business District 2202	Pool 3951	KLM Lodge 3724	Parks 3301	Total
FY 15/16 Budget	**20,622.00**	**5,979.00**	**2,728.00**	**78,804.00**	**108,133.00**
May Billing	2,635.04	1,037.50	60.00	8,793.04	12,235.01
June Billing	2,649.02	318.75	96.00	9,171.24	12,235.01
July Billing	3,949.10	511.25	42.00	10,861.44	15,363.79
August Billing	4,002.10	1,072.50	396.00	13,882.60	19,353.20
September Billing	2,868.68	298.75	30.00	8,980.81	12,178.24
October Billing	2,902.68	240.00	12.00	8,267.24	11,421.92
November Billing	0.00	0.00	0.00	0.00	0.00
April Billing	0.00	0.00	0.00	0.00	0.00
Remaining	**1,615.38**	**2,500.25**	**2,092.00**	**18,847.63**	**25,345.83**

Park Updates

There was an incident at Brook Park on October 10th that resulted in damage to the women's restroom. The repairs totaled $4,661. The Police Department worked with the family and they have made restitution for the damages.

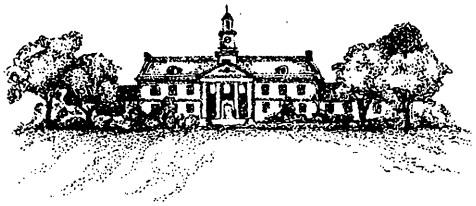
Picnic Shelters

Starting December 1st, Village residents can reserve picnic shelters for 2016 season, non-residents can secure shelters on January 4th. New rental fees were approved early this year and are in place for the 2016 season. The table below summarizes the fee increases.

	2015 Resident	2015 Non-Resident	2016 Resident	2016 Non-Resident
South Shelter	$100	$160	$150	$210
North Shelter	$50	$110	$100	$160
Grounds	$30	$70	$60	$100
Tent Permits	$50	$100	$100	$150
Rates are per day				

Professional Development

On November 5th, Linda Copp and Gina Hassett attended the annual Rec Trac user group training. Rec Trac is the software utilized for the departments registration and pass management. The software provider is educating users on a software upgrade that will change the user interface. The department postponed the software upgrade for November of this year to November of 2016. Users had been reporting numerous issues with the upgrade; delaying until 2016 will allow the provider to work through issues to ensure a seamless upgrade.



Director Hassett participated in Emergency Management Training that was organized by the Hinsdale Fire Department on October 28th; training was held in Clarendon Hills. Mrs. Hassett attended IRMA's 2nd Education Summit at NIU Naperville on October 29th.

Mrs. Hassett attended Professional Development School November 8-10th in Decatur, Illinois. The school is a three year program that is coordinated through Illinois Park and Recreation Association (IPRA).

10c

Memorandum

To: President Cauley & Board of Trustees

From: Robert McGinnis MCP, Community Development Director/Building Commissioner

Date: November 5, 2015

Re: Community Development Department Monthly Report-October 2015

In the month of October the department issued 133 permits, including 12 new single family homes. The department conducted 509 inspections and revenue for the month came in at just under $459,000.

There are approximately 111 applications in house, including 36 single family homes and 23 commercial alterations. There are 39 permits ready to issue at this time, plan review turnaround is running approximately 4-5 weeks, and lead times for inspection requests are running approximately 1-2 days.

The Engineering Division has continued to work with the department in order to complete site inspections, monitor current engineering projects, support efforts to obtain additional state and federal funding, and respond to drainage complaint calls. In total, 138 engineering inspections were performed for the month of October by the division. This does not include any inspection of road program work and is primarily tied to building construction and drainage complaints.

We currently have 34 vacant properties on our registry list. The department continues to pursue owners of vacant and blighted properties to either demolish them and restore the lots or come into compliance with the property maintenance code.

COMMUNITY DEVELOPMENT MONTHLY REPORT October 2015

PERMITS	THIS MONTH	THIS MONTH LAST YEAR	FEES	FY TO DATE	TOTAL LAST FY TO DATE
New Single Family Homes	12	6			
New Multi Family Homes	0	0			
Residential Addns./Alts.	15	20			
Commercial New	0	1			
Commercial Addns./Alts.	3	3			
Miscellaneous	33	39			
Demolitions	11	6			
Total Building Permits	**74**	**75**	**$ 355,447.45**	**$996,716.85**	**$ 1,086,291.00**
Total Electrical Permits	**26**	**19**	**$ 37,540.40**	**$ 98,532.30**	**$ 100,509.00**
Total Plumbing Permits	**33**	**19**	**$ 65,746.60**	**$ 172,411.60**	**$ 145,588.00**
TOTALS	**133**	**113**	**$ 458,734.45**	**$1,267,660.75**	**$ 1,332,388.00**

Citations			**$0**		
Vacant Properties	**34**				

INSPECTIONS	THIS MONTH	THIS MONTH LAST YEAR			
Bldg, Elec, HVAC	259	356			
Plumbing	64	42			
Property Maint./Site Mgmt.	48	36			
Engineering	138	21			
TOTALS	**509**	**455**			

REMARKS:

VILLAGE OF HINSDALE - October 20, 2015

Name	*Ticket NO.*	*Location*	*Violation*	*Ord Fine*	*Result*
Barbara, Kathleen	11454	Pages Restaurant	Failure to obtain permit	250	Continued
Barbara, Kathleen	11455	Pages Restaurant	Violation of Work Hours	500	Continued
Glab, Glenn	9969	643 S. Grant	Property maintenance violation		Continued

Fines assessed:

STOP WORK ORDERS ASSESSED

SWO Issued to	Address	Reason	Date

SWO assessed:

MONTHLY TOTAL: 0

10d

Village of Hinsdale **Memorandum**

To: **Village Board of Trustees**

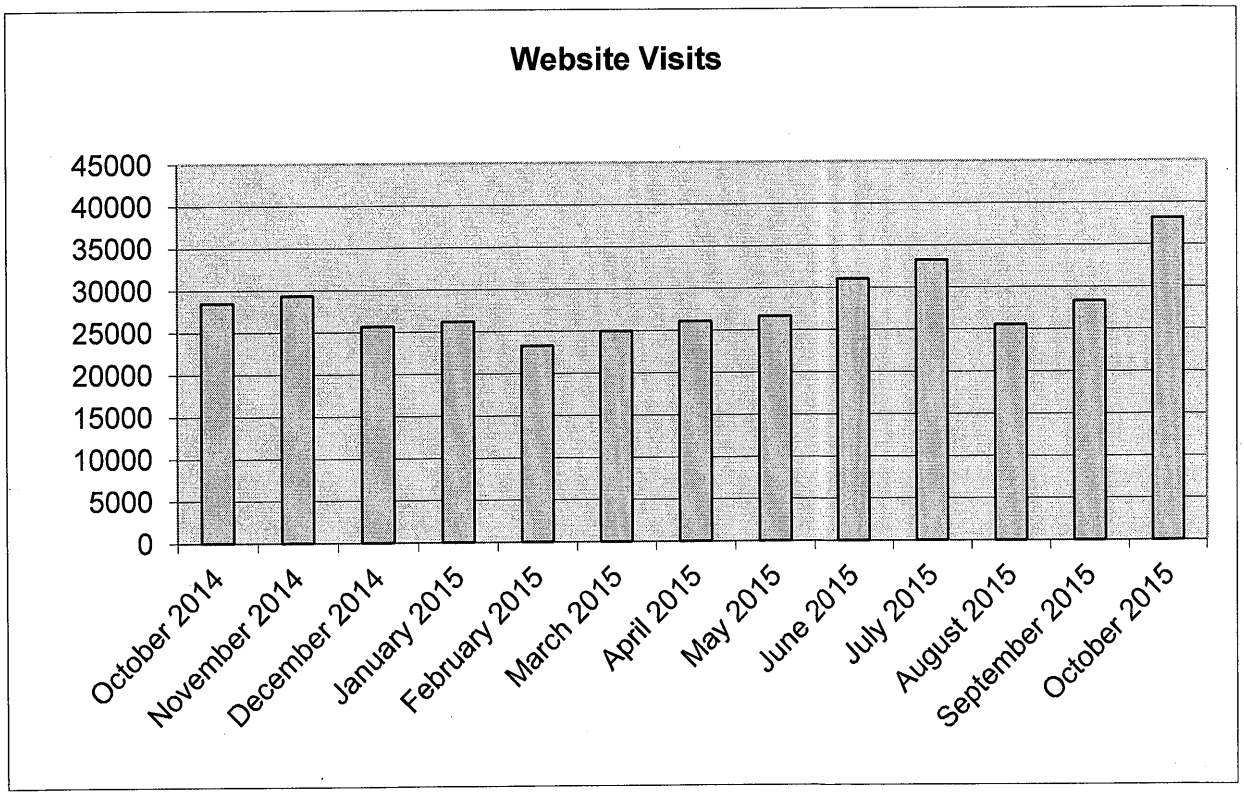
From: **Amy M. Pisciotto, Information Technology Coordinator**

Date: **December 3, 2015**

Subject: Communications Report for October

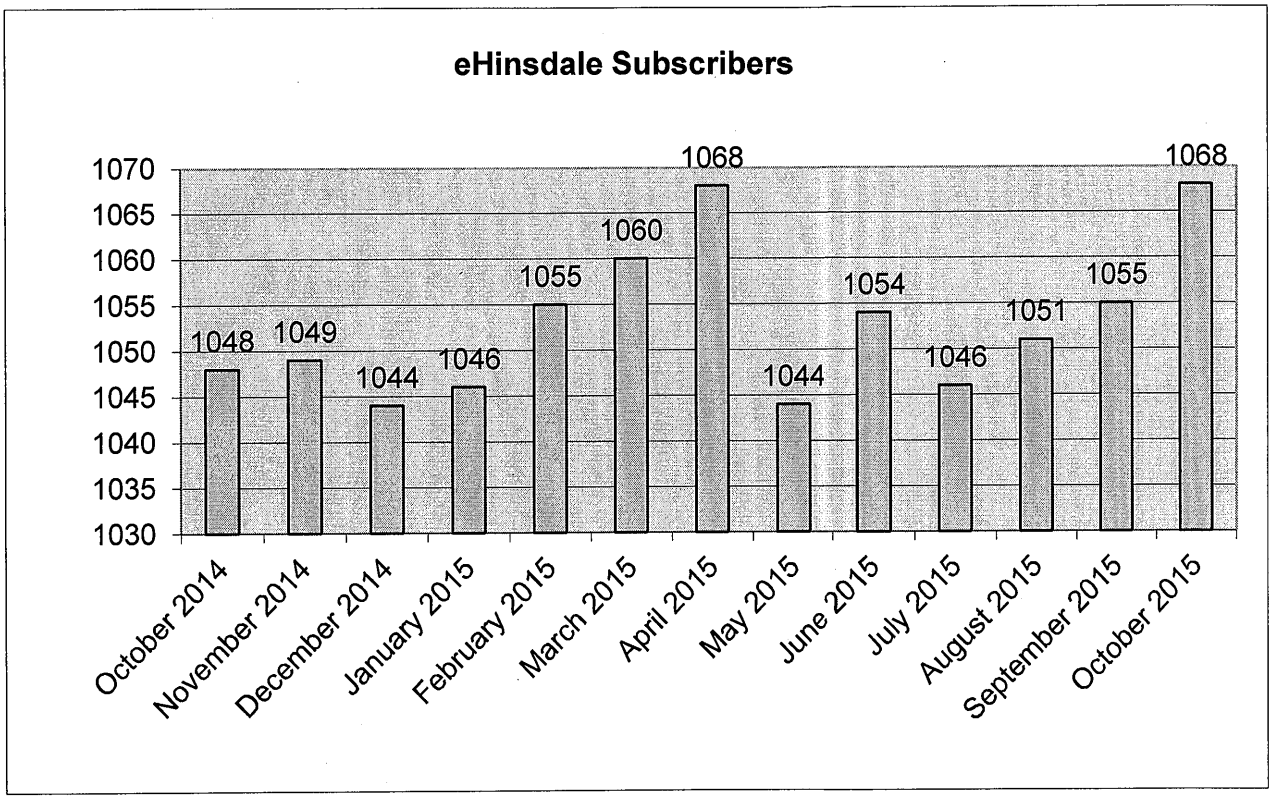
Website

In October, the Village of Hinsdale website was visited 38,195 times. Of these visits, 16,726 were unique, in other words, not the same device was utilized twice or more to access the website. These visitors viewed a total of 78,699 Village of Hinsdale website pages.



eHinsdale

In October, there were a total of 1068 subscribers to the *eHinsdale* newsletter. The October *eHinsdale* newsletters averaged a 38% open rate, which is approximately 406 subscribers per week that open the newsletter.



Comcast Channel 6/AT&T U-Verse Channel 99

Slideshow: attached is a summary of the slides and non-meeting videos currently running on Comcast Channel 6 and AT&T U-Verse Channel 99.

Equipment Update

The new camera control system was installed on Friday, November 20, 2015.

cc: Kathleen A. Gargano, Village Manager
Department Heads

Daily Slide Show for Comcast Channel 6/AT&T U-Verse 99
As of November 30, 2015

Subject	Number of Slides	Pull Date
Public Services: Street Light Outage contact information	1	ongoing
Public Services: Tribute Tree information	1	ongoing
Hinsdale Public Library: Homebound Patrons info	1	ongoing
Parks and Recreation: Art - Open Studio	1	December 1, 2015
Parks and Recreation: Men's Basketball Legue	1	December 11, 2015
Parks and Recreation: Sticky Fingers Cooking	1	December 10, 2015
Parks and Recreation: Drawing From Life	1	December 1, 2015
Parks and Recreation: Breakfast with Santa	1	December 12, 2015
Parks and Recreation: Katherine Legge Memorial Lodge Information	1	ongoing
Parks and Recreation: Dog Owners informational slide	1	ongoing
Parks and Recreation: Katherine Legge Memorial Lodge Information	1	ongoing
Police Dept: Community Alerts e-mail program	1	ongoing
Police Dept: Texting and Cell Phone Use in School Zones	1	ongoing
Police Dept: Click it or Ticket	1	ongoing
Police Dept: Don't Drink & Drive	1	ongoing
Police Dept: Stop Means Stop	4	ongoing
Public Services: State of the Forest	13	ongoing
Village of Hinsdale: Hours of operation	1	ongoing
Village of Hinsdale: Phone Numbers	1	ongoing
Channel 6/99 program schedule	1	ongoing
Total	**35**	