

**VILLAGE OF HINSDALE
VILLAGE BOARD OF TRUSTEES
MINUTES OF THE MEETING
January 5, 2016**

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, January 5, 2016, at 7:33 p.m.

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

Absent: None

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

PLEDGE OF ALLEGIANCE

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

APPROVAL OF MINUTES

Trustee Saigh suggested a change to the language of the draft minutes as presented. Trustee Elder moved to **approve the draft minutes of the specially scheduled meeting of December 8, 2015, as amended.** Trustee LaPlaca seconded the motion.

AYES: Trustees Elder, Angelo, LaPlaca and Saigh

NAYS: None

ABSTAIN: Trustees Stifflear and Hughes

ABSENT: None

Motion carried.

CITIZENS' PETITIONS

Ms. Nancy Burhop, Burhop Seafood, addressed the Board regarding the 'remarkable increase' in their liquor license. The fee has more than doubled. They have already paid for their State license and insurance. She explained that wine sales are only a small part of their business, an add-on for their customers. Ms. Burhop outlined their expenses and said they have told customers they have to stop selling wine. She said she would have liked more notice of the fee increase.

President Cauley responded, stating he believes Ms. Burhop has a legitimate complaint as her business is added to the classification that includes the local wine sellers. These businesses have a much larger volume of wine sales. President Cauley said he believes

we can get this resolved quickly; gourmet food is a unique category. Trustee LaPlaca commented it was expected there would be some cases such as this with the complete re-write of the liquor code, and agreed this needs to be revisited.

VILLAGE PRESIDENT'S REPORT

President Cauley thanked the Public Services department for their fine snow removal work for both weather incidents this season. The Village has, however, received complaints from residents regarding snow on the sidewalks, resulting in a problem for pedestrian traffic. This is a problem that has come up in the past. Some Trustees have suggested a fine, but he feels there may be an intermediate step. Staff is looking at suggestions and will add this matter as a discussion item at the next meeting of the Board. Trustee LaPlaca pointed out that some builders are considerate at their construction areas, but some are not. In addition to the lack of snow shoveling of sidewalks, it was noted that sump pump discharge is creating ice spots on sidewalks. Director of Community Development Robb McGinnis pointed out that for a decade or more, the former Village engineer directed this when there was no other place to go with the discharge, particularly when it was causing a problem for a neighbor. Engineering is monitoring this problem and finding other solutions whenever possible.

Police Chief Brad Bloom said he will make a thorough search of the vehicle code as it may address the sidewalk shoveling problem. Trustee Saigh also noted another problem to consider are the mounds of snow at corners left by snow plow services, which block sidewalks and vehicular visibility.

FIRST READINGS - INTRODUCTION

Administration & Community Affairs (Chair Hughes)

- a) **Approve an Ordinance Amending Subsection 3-3-13A of the Village Code of Hinsdale Related to the Number of Liquor Licenses (Casa Margarita)**

President Cauley explained this item increases the number of Class B2 restaurants from 10 to 11 to accommodate Casa Margarita.

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

- b) **Extend the current license agreement with Hinsdale Platform Tennis Association (HPTA) through July 31, 2016**

President Cauley explained this is an extension of the existing agreement to allow staff and the Parks & Recreation Commission sufficient time to negotiate a new license. Trustee Hughes suggested that a new license agreement should expire in July, as the platform tennis season is completed at that time of the year.

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

- c) **Authorize Village staff to negotiate a building lease with Children's Montessori Language Academy, Inc. for the building that formerly housed the Hinsdale Center for the Performing Arts at KLM**

President Cauley introduced the item stating this school was formerly housed at the Community House, but they need more space. The KLM building has been vacant for several years; this is the first opportunity to rent the building. The Village Attorney has confirmed that this use is consistent with the restrictive covenants of

KLM. Some work needs to be done to the building, such as a fire suppression system, but approval of this item will authorize Finance Director Darrell Langlois to negotiate a firm lease agreement. Mr. Langlois stated the economic terms are firm, but there are other items to figure out, such as snow removal.

Ms. Rosalynn Turner, Director of the Montessori Language Academy, Inc. addressed the Board, stating they have been at the Community House location for 16 years. In terms of parking, she said staff parking is about 8 or 9 vehicles, and there is parent drop off and pick up. Trustee Elder expressed concern about parking during paddle tennis or soccer season. Ms. Turner said they will educate their parents, but noted the Community House has much more limited parking than KLM and there has never been a parking problem. Director of Parks & Recreation Gina Hassett said usage has been monitored and she doesn't anticipate parking issues. Discussion followed regarding the timing of snow removal. While the Village would routinely plow the KLM property, it is not a first priority relative to main streets. Ms. Turner agreed it would need to be plowed in a more timely manner for the benefit of their students. She said if they need to arrange for the plowing, they will. Procedurally, it was decided that when this comes back to the Board for a second reading it will be for approval of the lease agreement.

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

Environment & Public Services (Chair LaPlaca)

- d) **Approve an Ordinance Authorizing the Vacation of a Certain Portion of an Unimproved Alley Situated South of and Adjoining 810 W. Hinsdale Street in the Village of Hinsdale, DuPage and Cook Counties, Illinois at a Purchase Price of \$7,500**

President Cauley introduced the item stating this alley vacation is a little different because no portion of the alley has been previously vacated, but it is not a through alley. With respect to the somewhat lower purchase price, Village Engineer Dan Deeter explained the cost depends on what part of the Village the alley is located; in this case Hinsdale Avenue is beside the railroad tracks.

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

Zoning & Public Safety (Chair Saigh)

- e) **Approve an Ordinance Amending Chapter 6 ("Office Districts"), Section 6-106 ("Special Uses"), of the Hinsdale Zoning Code as it Relates to Interior Design, Remodeling and Decorating Service Businesses and Related Showrooms; and**
- f) **Approve an Ordinance Approving a Special Use Permit for an Interior Design, Remodeling and Decorating Service Business with a Showroom in the O-2 Limited Office Zoning District at 20 E. Ogden Avenue – LaMantia Design & Construction Company**

President Cauley began discussion by noting the Plan Commission voted unanimously 7-0 to approve the two issues before them, but he feels the special use language is unclear. Discussion between Village Planner Chan Yu and the Board followed regarding the language of the ordinance. Trustee LaPlaca clarified that there are really two special uses; one for the remodeling and one for the

showroom. Mr. McGinnis said the ordinance will be revised to include this clarification.

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

g) **Approve an Ordinance Approving a Major Adjustment to a Site Plan and Exterior Appearance Plan for the Construction of a new Clubhouse on the Property Located at 830 N. Madison - Salt Creek Club**

President Cauley said these requests come to the Board after site plan approval because not all the details of a project are worked through at that time. The Board has the authority to approve minor adjustments.

Mr. Vince Capria, architect on the project, addressed the Board. He outlined each of the changes included in this request and provided illustrations for the Board. The masonry on the chimney has been reduced, bi-fold exterior doors have been changed to sliders, an additional door is added to the south elevation to meet the clients' needs, the mechanical system requires additional venting which will be constructed out of cedar to blend with the building, transoms have been added to the two required exit doors, and the dormer windows have been enlarged. The client requested a backup generator, which will have to be located in the front of the building, however, arborvitae will be planted to hide it. And, finally, the parking spaces were relocated because of the existing flood plain, and moved to the east and center of the property. It was confirmed, with respect to the parking, this is the same number of spaces, the grade is much higher at this location, the spaces are located about 100' feet from lot line located within the setback requirements and will be landscaped with arborvitae. Regarding the generator on the front elevation, Mr. McGinnis confirmed the building is well beyond the front yard area and is considered buildable area.

President Cauley stated that if the Board thinks this substantially complies with what was approved in March 2015, they can move this forward without additional Plan Commission review. Trustees Elder and LaPlaca do not feel further Plan Commission review is necessary. Trustee Stifflear agreed, but wants it memorialized that the generator is within the buildable area. Trustee Saigh asked for and received confirmation that lighting is not an issue for the neighbors. Mr. Capria stated that, with Mr. Deeter's help, DuPage County has been notified to comply with wetland issues.

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

CONSENT AGENDA

Administration & Community Affairs (Chair Hughes)

- a) Trustee Stifflear moved **Approval and payment of the accounts payable for the period of December 9, 2015 through January 5, 2016 in the aggregate amount of \$1,554,810.54 as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk.** Trustee Hughes seconded the motion.

The following items were approved by omnibus vote:

Environment & Public Services (Chair LaPlaca)

- b) **Award Bid #1595 to Municipal Well & Pump for the inspection and repair of Well #2 in the amount of \$67,860** (*First Reading – December 8, 2015*)
- c) **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** (*First Reading – December 8, 2015*)

Zoning & Public Safety (Chair Saigh)

- d) **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** (*First Reading – December 8, 2015*)

Trustee Hughes moved to **approve the Consent Agenda, as presented.**
Trustee Stifflear seconded the motion.

AYES: Trustees Elder, Angelo, Stifflear, Hughes, LaPlaca and Saigh

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

SECOND READINGS / NON-CONSENT AGENDA - ADOPTION

Environment & Public Services (Chair LaPlaca)

- a) **Waive the First Reading and 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 – Oak Street Bridge Construction Process******

President Cauley explained the purpose of the request and noted the specific dates necessary will be determined. Trustee LaPlaca moved to **Waive the First Reading and 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 – Oak Street Bridge Construction Process.** Trustee Elder seconded the motion.

AYES: Trustees Elder, Angelo, Stifflear, Hughes, LaPlaca and Saigh

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

Zoning & Public Safety (Chair Saigh)

- b) **Approve an Ordinance Approving a Site Plan and Exterior Appearance Plan for a Restaurant at 25 E. Hinsdale Avenue – Casa Margarita** *(First Reading – December 8, 2015)*

Trustee LaPlaca reported she met with Mr. Chase Lofti, owner of Casa Margarita, and went through the direction she felt the Board had given regarding the awnings. Mr. Lofti felt very strongly about the stripes and wanted to come back to the Board to make his case.

Mr. Lofti showed the Board a new awning sample which is a darker red with a different color stripe. He explained this stripe color is deeper and richer, more appropriate to the building and was chosen by a designer. Discussion followed regarding the awnings in general and the new colors. Trustee LaPlaca said she is fine with this iteration, but Trustee Stifflear sides with the Plan Commission recommendation and feels they should be one color only. Trustee Saigh does not feel awnings are necessary or appropriate for this iconic building. Trustee Hughes commented that since this is not a permanent change to the building, he is okay with the awnings. Trustee Elder said weighing the benefit to the business versus any detriment to community, he can will err on the side of the tenant and be okay with the new awnings. Trustee Angelo feels the colors are somewhat garish and pointed out that there are no other stations along the BNSF line that have awnings; he doesn't believe the awnings are necessary on the north face of the building. President Cauley agrees the awnings aren't necessary, but if the tenant thinks they are, he would reluctantly say okay.

Trustee LaPlaca moved to approve an **Ordinance Approving a Site Plan and Exterior Appearance Plan for a Restaurant at 25 E. Hinsdale Avenue – Casa Margarita to include awning colors of Crimson and Tangerine**. Trustee Elder seconded the motion.

AYES: Trustees Elder, Hughes, LaPlaca and President Cauley

NAYS: Trustees Angelo, Stifflear and Saigh

ABSTAIN: None

ABSENT: None

Motion carried.

- c) **Approve an Ordinance Approving a Second Major Adjustment to a Site Plan/Exterior Appearance Plan at 125 W. Second Street – Kolbrook Design, Inc.** *(First Reading – December 8, 2015)*

President Cauley reminded the Board that this request was reviewed by the Board at their last meeting, and the proposed changes are all code compliant. Trustee Saigh moved to **Approve an Ordinance Approving a Second Major Adjustment to a Site Plan/Exterior Appearance Plan at 125 W. Second Street – Kolbrook Design, Inc.** Trustee LaPlaca seconded the motion.

AYES: Trustees Elder, Angelo, Stifflear, Hughes, LaPlaca and Saigh

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

DISCUSSION ITEMS

None.

DEPARTMENT AND STAFF REPORTS

- a) Treasurer's Report
- b) Parks & Recreation
- c) Public Services
- d) Police
- e) Fire

Trustee Hughes asked Chief Bloom about the 9th and County Line crosswalk, because he wondered if the Village monitors the crosswalks on a regular basis. Chief Bloom explained that Public Services maintains the crosswalks according to a schedule, but he could have the Community Service Officer (CSO) keep an eye on them, too. Director of Public Services George Peluso said crosswalks are prioritized and repainted before school; this one was either overlooked or faded very quickly.

Trustee Hughes also noted a table in the Police report that indicates a notable increase in traffic stops. Chief Bloom explained this is due to a difference in recording between Southwest Dispatch and DuComm. The Stop Means Stop program is still in place, and will continue in an effort to change drivers' habits. Discussion followed regarding the benefits of this type of program from an educational standpoint, but Chief Bloom said at some point they may have to start to issue citations instead of warnings.

Trustee LaPlaca noticed that parking spaces are being shifted around to try to meet area parking needs, and asked about certain areas that change the parking restrictions depending on time. Chief Bloom said it depends on the lot, but generally restrictions remain in place until 5:00 p.m. She asked about the parking spots by the middle school and whether it made sense to change these times as they are often empty. Chief Bloom said he could look in that area, but thinks those spots are in high demand, particularly for the teachers since their parking was reduced because of the mobile classroom. He noted some possible parking availability in the area of Hinsdale Avenue and Grant Street, but they have waiting for the pay box issue to be implemented to see there is increased demand for those spaces.

There were no additional questions regarding the contents of the department and staff reports.

REPORTS FROM ADVISORY BOARDS AND COMMISSIONS

None.

OTHER BUSINESS

None.

NEW BUSINESS

None.

CITIZENS' PETITIONS

None.

TRUSTEE COMMENTS

Trustee Saigh commended Mr. Peluso and staff with Christmas lighting; it was beautiful again this year. Also, in his neighborhood the tree trimming is underway; the amount of wood being removed and shaping of the trees for their health is impressive. Some trees have not been tended to in decades. It was noted that pink ribbons tied to the trees indicate to the contractor which trees to trim.

Trustee Hughes would like the Annual Meeting schedule to reflect practice and indicate one meeting date per month in July and August and December for planning purposes. Dates will be submitted and the Clerk will republish the calendar.

ADJOURNMENT

There being no further business before the Board, President Cauley asked for a motion to adjourn. Trustee Elder **moved to adjourn the regularly scheduled meeting of the Hinsdale Village Board of Trustees of January 5, 2016.** Trustee Hughes seconded the motion.

AYES: Trustees Elder, Angelo, Stifflear, Hughes, LaPlaca and Saigh

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

Meeting adjourned at 8:53 p.m.

ATTEST: _____
Christine M. Bruton, Village Clerk

ba

DATE: January 19, 2016

REQUEST FOR BOARD ACTION

AGENDA First Read – ACA		ORIGINATING DEPARTMENT Administration		
SECTION NUMBER				
ITEM Approve an ordinance amending section 3-3-12 (terms; fees) of the Village Code of Hinsdale relative to reducing the annual liquor license fee for Class A3 liquor licenses		APPROVAL Emily Wagner Administration Manager		
<p>In December of 2015, the Village approved a new liquor code, which included revised liquor license classifications. Since that time, staff has been working to implement this new code by assisting applicants with the new application form and changes to the classification system.</p> <p>At the January 5, 2016, Village Board meeting, a local business owner raised a concern about the increase to the cost of the A3 Boutique packaged liquor license. This particular business owner was paying \$1000 annually, and the new liquor code contemplated a \$2500 fee for this category (a \$1500 increase). As a result, staff investigated this matter and reviewed several options. These options included creating a brand new category for this particular business owner or creating an incidental package sales license for businesses with de minimis packaged alcoholic liquor sales. However, incidental package sales could become a slippery slope in that other businesses could very well make the same case.</p> <p>Therefore, the recommendation is to decrease the annual fee for this category from \$2500 to \$1250. In total, this results in a \$250 increase for Burhop's Seafood Market. The rationale is that these business owners in the Boutique category are operating small businesses in that the Code limits businesses in this category to 2000 square feet, and this change will positively affect the small business owner model.</p> <p>The other two businesses that are in the A3 Boutique category and affected by the fee reduction are the Hinsdale Wine Shop and The Village Cellar. Both businesses will receive the applicable refund upon ordinance approval.</p> <p>Attached for your review is an ordinance that changes the A3 Boutique category fee from \$2500 to \$1250 annually.</p> <p>If the Board agrees with the recommendation, the following motion would be appropriate:</p> <p>MOTION: To approve an ordinance amending section 3-3-12 (terms; fees) of the Village Code of Hinsdale relative to reducing the annual liquor license fee for Class A3 liquor licenses.</p>				
APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL
COMMITTEE ACTION: ACA Chairperson Trustee Hughes has concurred with the recommendation to reduce the liquor license A3 category fee from \$2500 to \$1250.				
BOARD ACTION:				

VILLAGE OF HINSDALE

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 3-3-12 (TERMS; FEES) OF THE VILLAGE CODE OF HINSDALE RELATIVE TO REDUCING THE ANNUAL LIQUOR LICENSE FEE FOR CLASS A3 LIQUOR LICENSES

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 of Hinsdale amended its Liquor Code in December of 2015 which streamlined liquor license classifications and raised the annual fee for liquor licenses; and

WHEREAS, the President and Board of Trustees of the Village have received and considered a request to reduce the annual liquor license for Class A3 Boutique liquor licenses based on the financial strain that the increased fee places on one or more Class A3 liquor license holders; and

WHEREAS, the President and Board of Trustees find that decreasing the annual liquor license fee for Class A3 liquor licenses is in the best interests of the Village.

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

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

SECTION 2: Title 3 (Business and License Regulation), Chapter 3 (Liquor Control), Section 12 (Terms, Fees), Subsection B of the Village Code of Hinsdale is hereby amended to read in its entirety as follows:

3-3-12: TERM; FEES:

B. The fee for the various classes of local liquor licenses shall be as follows:

<u>License</u>	<u>Fee</u>
A – Packaged Sales	
A1: Beer/ Wine	\$2500 annually

A2: Liquor/Beer/Wine	\$3000 annually
A3: Boutique	\$2500 1250 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

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 _____ 2016.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this _____ day of _____, 2016, 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
_____, 2016.

Christine M. Bruton, Village Clerk

66

DATE: January 19, 2016

REQUEST FOR BOARD ACTION

AGENDA		ORIGINATING		
SECTION NUMBER ACA – First Reading		DEPARTMENT Administration		
ITEM Ordinance Amending Number of Class B4 Liquor Licenses – Casa Margarita		APPROVAL Christine Bruton, Village Clerk		
<p>At the January 5, 2016, meeting of the Village Board, Trustees were presented with a First Reading item to approve a Class B2 Restaurant – Liquor/Beer/Wine for Casa Margarita, to be located in the Brush Hill train station. The Board agreed to approve this item as a Consent Agenda item. This item appears for approval as specified on January 19, 2016</p> <p>Mr. Chase Lofti, business owner, would now like to add the B4 Packaged Sale option to his license request. Casa Margarita would be the first restaurant business in Hinsdale to offer this benefit to their customers; however, this business model was anticipated when the new liquor code was written.</p> <p>Attached you will find a letter from Mr. Lofti outlining the specifics of his request for your consideration. Also attached are the pertinent sections of Chapter 3 Liquor Code as adopted by the Village Board on December 8, 2015 which outline the requirements of a B2 Restaurant licensee and the B4 Packaged addition for this class.</p> <p>The ordinance will change the number of B4 Packaged licenses from 0 (zero) to 1.</p> <p>If the Board concurs with the request, the following motion would be appropriate:</p> <p>MOTION: Approval of an Ordinance Amending Subsection 3-3-13A of the Village Code of Hinsdale Related to the Number of Liquor Licenses.</p>				
APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL
COMMITTEE ACTION:				
BOARD ACTION:				



January 13, 2016

Re: Casa Margarita B4 liquor license add-on

Dear Board of Trustees,

I was asked by Village Manager Kathleen to give some details on why I would be seeking a B4 add-on to my B2 liquor license. We anticipate a healthy portion of our business to be carry-out. Being located in the train station we will be serving many commuters and it is very common for people taking the train to purchase food and alcohol to consume while traveling to their destination. Since we anticipate having lower dine-in sales compared to our other locations it is extremely important that we can have this other channel to increase our sales and help offset the difference. What I vision is selling a bottle of beer or portioned cup of wine with a food item.

Please let me stress that I do not want, nor will I allow my store to be seen as a liquor store or a gas station for liquor purchases. The availability of packaged liquor will be limited and more of a convenience for our guests that also allows us to make up for lower dine-in business. Here is a list of examples that may be available in packaged form:

- Individually bottled beer
- 6-packs of beer
- Canned beer
- Single portion cups of wine
- Bottles of wine
- Our famous margaritas (portioned and sealed)

We are excited to be opening in Hinsdale and appreciate the continued support as we plan to be here for many years to come.

Sincerely,

Chase Lotfi

Note: This information is per Kathleen's request and was pulled directly from Metrarail.com: "Alcoholic beverages are permitted except during certain events and festivals, such as the Taste of Chicago and Blues Fest."

Note: We are estimating an early to mid February opening.

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:

- 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:

- ★ 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:
 - i. Limited display. Although the portion of the premises devoted to the sale of 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 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 complimentary tastings of alcoholic liquor for their customers for consumption on the premises. "Tasting" 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 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.

B. Class B: Restaurants

- 4 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 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.

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 a B1 or 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

VILLAGE OF HINSDALE
ORDINANCE NO. _____

**AN ORDINANCE AMENDING SUBSECTION 3-3-13A
OF THE VILLAGE CODE OF HINSDALE
RELATED TO THE NUMBER OF LIQUOR LICENSES**

WHEREAS, the Village of Hinsdale carefully licenses and regulates the sale and service of alcoholic liquor in the Village;

WHEREAS, among the alcoholic liquor regulations are limits on the number of available licenses in each license class, which limits are set forth in Subsection 3-3-13A of the Village Code of Hinsdale; and

WHEREAS, the President and Board of Trustees of the Village of Hinsdale have determined that it is appropriate and in the best interests of the Village and its residents to amend Subsection 3-3-13A as provided 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 hereby incorporated into this Ordinance as findings of the President and Board of Trustees.

Section 2. Amendment of Subsection 3-3-13A. Subsection 3-3-13A, titled "Number of Licenses," of the Village Code of Hinsdale shall be, and it is hereby, amended in its entirety so that said Subsection 3-3-13A shall hereafter be and read as follows:

3-3-13: LOCAL LIQUOR LICENSES:

* * *

A. Number of Licenses:

<u>License Category</u>	<u>Number of Licenses</u>
Class A1 Packaged Sales-Beer/Wine	5
Class A2 Packaged Sales-Liquor/Beer/Wine	1
Class A3 Packaged Sales-Boutique	2
Class A4 Packaged Sales-Consumption	0
Class B1 Restaurant-Beer/Wine	1
Class B2 Restaurant-Liquor/Beer/Wine	11
Class B3 Restaurant-BYOB	0
Class B4 Restaurant-Packaged Sales	0 1
Class C Personal Services	2
Class D1 Special Events - Annual	3
Class D2 Special Events* - Single	*

*(As approved by the Hinsdale Liquor Commissioner)

Section 3. Effective Date. This Ordinance shall be in full force and effect on immediately following its passage and approval. The Village Clerk is hereby authorized and directed to cause this Ordinance to be published in pamphlet form.

PASSED this _____ day of _____, 2016.

AYES:

NAYS:

ABSENT:

APPROVED this _____ day of _____, 2016.

Village President

ATTEST:

Village Clerk

6c

DATE January 19, 2016

REQUEST FOR BOARD ACTION

AGENDA First Read SECTION NUMBER ACA	ORIGINATING DEPARTMENT Parks and Recreation
ITEM Landscape Maintenance & Mowing Bid Contract Renewal	APPROVED Ralph Nikischer, Supt. of Public Services Gina Hassett, Director of Parks & Rec.

Annually, the Village bids out the landscape and maintenance services for its 140 acres of public green space inclusive of right-of-ways, parks, cul-de-sacs, passive areas and miscellaneous Village properties. For FY 15/16, the contract was awarded to Beary Landscaping in the amount of \$105,405 with an option to renew for a second year. The contract with Beary Landscaping expires in March of 2016.

FY 15/16 was the first year that the contract included weeding of the playground areas and the central business district sidewalks and parking lots. Staff believes the additions to the scope of work improved the appearance of the parks and Village properties and resulted in more efficient deployment of staff resources. Including the weeding in the contract provided a proactive approach to park maintenance which allowed personnel to be allocated to manage other work. The attached memo outlines the additional work performed by Public Services personnel and also includes the projects that Village staff plan to manage this coming year.

Staff recommends renewing the contract for a second year with Beary Landscaping. Line pricing for the second year of the contract is the same as year one. The Village only incurs costs for work authorized by staff. Staff monitors Village parcels and as conditions allow staff reduces the frequency of work. The contract for FY 15/16 was awarded for 32 mows for parks and 30 mows for Village right-of-ways, which was an average of the last five years. A table is attached that provides a history of mowing frequency.

Staff is requesting that consideration be given to increase the contract and budget in FY 16/17 to account for an increase in service areas which are outlined below. The additional costs will be offset and remain budget neutral through a reduction of fertilizer and bio-solid application services.

Village Right of Ways (ROW's) (2202) - The Village's Integrated Pest Management policy states that any means of pest prevention must be utilized before applying chemical pesticides. Residents who live near two previously unmanaged parcels of land have requested the Village to control insect populations. In lieu of applying chemical pesticides to manage insects at Chestnut Street/Route 83 and Cleveland Road these areas were mowed in 2015 by Beary Landscaping. The two parcels were not included in the 2015 bid specifications; however, staff is recommending that the areas continued to be mowed to control the insect population versus applying pesticide. Additionally, the Village does not maintain mowing equipment which requires the mowing to be completed by a contractor. The cost to include the mowing in the Public Service (2202) budget of the two areas is \$2,325 which is the same as the cost was in FY 15/16. There were funds in the FY 15/16 budget to cover the costs of the mowing but the items were excluded from the contract.

Park Mowing (3301) - The FY 15/16 contract and budget was based on 32 mows for parks and 30 for ROW. Staff recommends maintaining the contract at the current mowing schedule as the average for the past five years is 32 mows. Mows are not assumed, and when conditions allow, staff reduces or eliminates mows. Staff is recommending that the contract be increased to include funds to mow Brook and Veeck Park bi-weekly for a period of 14 weeks. At these locations, the level of competitive play that occurs throughout the season requires that the turf length be kept shorter than at other parks. In the past three years both sites received applications of organic matter and fertilizer. These products were used to enhance the turf that was impacted by athletic use. The organic matter also contains fertilizer which includes nitrogen, which is responsible for green growth on plants. Nitrogen causes turf grass to grow at an accelerated rate. When rainfall is heavy or irrigation is utilized, turf grass grows to a point where multiple mows are required every

week. This is especially apparent on athletic fields where shorter turf length is requested for game play. The organic matter has increased the quality of the turf but has resulted in a need to mow more frequently. For the past three years Veeck and Brook Park have consistently required additional mows to maintain the turf for athletic play. The second mows are not assumed and are only completed when authorized by staff. The cost to mow both locations biweekly for 14 weeks is \$2,790 in the Parks budget (3301). The cost would be less if the additional mows are not required.

KLM Park (3301) - Weeding of the KLM Park front entrance sign area was not included in the FY 15/16 bid. Given the high profile of the park site, staff recommends including a bi-monthly weeding schedule at a cost of \$480. Staff also recommends adding three maintenance clean-ups for the Arts Center, Platform Tennis area and the KLM front entrance at a cost of \$576. FY 15/16 was the first time a spring clean-up of these areas was included in the specifications as the Arts Center was previously maintained by the tenant and the platform and entrance areas were new installations. The spring clean-up did not provide adequate maintenance for the year and it was necessary for Village staff to return to the areas to trim and edge the locations. The combined cost to add the additional maintenance items at KLM Park is \$1,056 in the park budget. The combined impact to the Parks (3301) budget for the additional mowing and the maintenance work at KLM Park has a total cost of \$3,846.

KLM Lodge (3724) - Staff recommends increasing the maintenance clean-ups of the KLM Lodge grounds. The clean-up was completed once in 2015, however staff recommends adding two additional cleanups for a total of four. Given the high volume of events at the Lodge it would be beneficial to increase the cleanups to from one to four per season; the increased cost is \$990. Staff is recommending that the mulch applications at the KLM Lodge be increased from two to three applications increased cost of \$600. The increased mulch applications will help reduce weeds in these high profile areas. Keeping mulched areas at a depth of three inches restricts sunlight and helps prevent weed seeds from germinating. Installing mulch multiple times per season will limit weed growth which helps the Village's efforts to reduce pesticide use. The combined cost for the increased services at the KLM Lodge (3724) total \$1,590.

The attached table summarizes the frequency at which the work outlined above was contracted for in FY 15/16 and the recommended increase with the cost associated with increasing the frequency. The budget impact for the work outlined above is \$7,761. To offset the cost for the parks items and to remain budget neutral, the contractual services (3301-7306) for bio-solids applications and fertilization will be reduced in FY 16/17. Reducing the fertilization and bio-solids services will not result in increased costs in future years.

Staff recommends that the Village renew the contract for a second year with Beary Landscaping in the amount of \$113,166 for a period of one year. Beary Landscaping was very prompt to complete staff requests, mitigate resident complaints and provided an overall quality service. Staff believes the recommended additions to the scope of work will improve the appearance of the parks and result in more efficient deployment of staff resources. The recommendation has been reviewed by the Chair of the Administrative and Community Affairs Committee.

The table below summarizes the budget impact.

Account	Scope	2015/16 Contract	Proposed 2016/17 Contract	Difference over Prior Year
2202 -Roadway Maintenance	Mowing of 22.5 Acres of Village ROW & Central Business District Weed Removal	\$ 20,622	\$ 22,947	\$ 2,325
3301-Parks Maintenance	Mowing & Maintenance of 17 Parks	\$ 76,076	\$ 79,922	\$ 3,846
3724-KLM Lodge	Full Landscape Maintenance Service	\$ 2,728	\$4,318	\$ 1,590
3951-Community Pool	Full Landscape Maintenance Service	\$ 5,979	\$ 5,979	-
Total Cost for Landscaping Services		\$ 105,405	\$ 113,166	\$ 7,761

Should the Board concur with Staff's recommendation, the following motion would be appropriate:

MOTION: To renew the contract for landscape maintenance and mowing in the amount of \$113,166 for FY16/17 with Beary Landscaping.

STAFF APPROVALS

Parks & Recreation APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL
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Board Action

Location	2015 Contract Quantity	Unit Price	Current Annual Cost	Recommended Increase in Frequency	Additional Cost
Village Right of Ways Mowing - 2202					
Cleveland	NA	\$30.00	\$900.00	30	\$900
Chestnut & Route 83	NA	\$95.00	\$1,425.00	15	\$1,425
				Subtotal (2204)	\$2,325
PARKS - 3301					
Brook Park					
Mowing	32	\$59.28	\$1,896.96	14	\$830
Veeck Park					
Mowing	32	\$140.00	\$4,480.00	14	\$1,960
KLM Park					
Front Entrance Weeding	0	\$24.00		20	\$480
Maintenance Front Entrance, Arts Center & Platform	0	\$192.00		3	\$576
				Subtotal (3301)	\$3,846
KLM Lodge- 3724					
Lodge Clean-Up	1			3	\$990
Mulch Installation	2	\$600.00	\$1,200.00	1	\$600
				Subtotal (3724)	\$1,590
				Total	\$7,761

Mowing History

Summary	2010	2011	2012	2013	2014	2015	Average
Park Mows	32	32	28	35	35	32	32



To: President Cauley and Village Trustees

From: Ralph Nikischer, Superintendent of Public Services
Gina Hassett, Director of Parks & Recreation

Date: January 18, 2016

RE: Landscape Mowing Contract Extension Support

Review of 2015 Landscaping

The scope of the 2015 contract included areas that were previously managed by Village staff. 2015 was the first year that the contract included weeding of the playground areas and the central business district. In addition, the contract included areas that were new installations including the maintenance of the KLM platform courts and the plantings around the vacant arts center. These areas were not included in the bid specifications of the previous contract.

Staff believes the additions to the scope of work improved the appearance of the parks and Village properties and resulted in more efficient deployment of staff resources. Including the weeding in the contract provided a proactive approach to park maintenance. In prior years, the weeding of parks and Village sites was managed by Public Services personnel. With limited resources the work was often managed in a reactive matter and addressed after receiving feedback from residents.

When the Board awarded the contract in 2015, Staff communicated to the Board that increasing the scope of the landscape contract would result in additional maintenance projects to be completed by Village personnel.

In May of 2015, Public Services began tracking personnel resources. In addition to the weeding that was included in the 2015 contract, Village personnel spent 300 hours weeding the Central Business District which includes downtown flower beds, train stations grounds and parking lot beds. These areas are not included in the bid specifications. This number is down from an estimated 600 personnel hours which previously included Village personnel weeding park sites. Adding the weeding to the contract has allowed personnel to be allocated to manage maintenance projects. The list below highlights projects that were completed in 2015 due to the personnel resources that were made available by utilizing Beary Landscaping. Also listed below are projects planned for 2016.



2015 Accomplishments

Increased Maintenance: This work has been deferred in the past due to staff resources, but the work was able to be completed in 2015

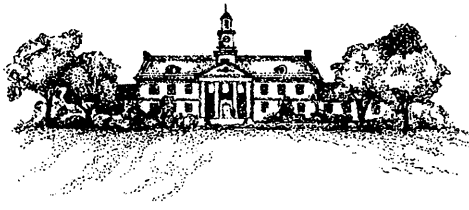
- Performed prescribed burn in April (postponed in 2014 due to staffing/late winter)
- Trimmed 21 shrubs at KLM Park in June (last trimming was four years ago)
- Installed 30 cubic yards of mulch in the Central Business District
- Trimmed all shrubs on the Memorial Building grounds in August
- Inspected Village playgrounds twice (previously completed once per year)
- Performed rejuvenation shrub pruning at Burns Field (had not been completed for the past five years)

Major Projects and Emergency Repairs: These projects might otherwise have been contracted out, but Public Services was able to perform in-house by reallocating staff from landscaping duties.

- Re-routed irrigation system around new playground at Peirce Park
- Replaced the Brook Park sanitary ejector pump that failed
- Installed two planting beds at the Village commuter parking lot
- Restored and replanted one rain garden
- Installed two tennis hit boards at Stough and Brook Park
- Assisted with the emergency repairs to the KLM platform tennis walkways
- Constructed 14 new soccer goals purchased by AYSO Soccer program

Required Training: In past years, the Village has fallen short on regulatory training. Training will contribute to safety and efficiency within the Public Services department.

- One staff member became an NPRA Certified Playground Inspector (there are now two Certified Inspectors on staff to improve safety through frequent inspections, as recommended by the Village's insurance provider, IRMA)
- One staff member attended playground safety training through IRMA (recommended by IRMA to enable safety checks by line staff during the normal course of operations)
- Two staff members became certified flaggers (necessary for the department to safely operate during field operations)
- Three staff members obtained CPR certifications (helps to satisfy first aid program requirements though the Illinois Department of Labor)



2016 Planned Projects

These in-house projects would largely be contracted out if Village staff was diverted to perform landscape maintenance.

- KLM Park Bridge reconstruction
- Installation of three additional planting beds at Village commuter parking lot
- Tennis court preventative maintenance (crack filling)
- Fence line trimming at Peirce and KLM Park
- Rejuvenation shrub pruning at Community Pool
- KLM Park barn fence repairs
- Aerate 100 acres of turf (9.11 acres completed in 2015)
- Overseed 26 acres of turf (9.11 acres completed in 2015)
- Paint the interior of the park bathroom shelters
- Implement monthly playground inspections (2 inspections were completed in 2015)
- Shrub pruning at KLM
- Invasive species removal at Ehert Park

Staff believes the recommended additions to the scope of work for the landscape contract with Beary Landscaping will continue to improve the appearance of the parks and Village properties and continue the efficient deployment of staff resources.



6d

MEMORANDUM

DATE: January 19, 2016

TO: President Cauley and the Village Board of Trustees

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

FROM: Chan Yu, Village Planner *CU*

RE: 35 E. First Street – Fuller House Restaurant
Application for a Temporary Use Permit for a Seasonal Vestibule

Summary

The applicant, Patricia Vlahos, owner of the Fuller House restaurant, is applying for a temporary use permit to allow for a seasonal vestibule. The vestibule will enclose the outdoor seating area and functions as a weather buffer for the main entrance door. The requested temporary use period is from November 1 to April 30. The ordinance will allow the Fuller House to install the vestibule annually without coming back for subsequent approval, as long as the vestibule does not change.

Application

Fuller House restaurant is located downtown in the B-2 Central Business District. The vestibule is 40' wide, 9'5" high and 2'6" deep. It encroaches the public sidewalk by 30". Other approved downtown vestibules, for example at Il Poggiolo (8 E. 1st St.) and Vistro (112 S. Washington St.), encroach the public sidewalk by approximately 4'. It should be noted that none of these encroachments at all 3 sites reduce the minimum 4' clear width of the sidewalk required by the Code.

Process

This application differs from the vestibules at Il Poggiolo and Vistro because it will not be reviewed by the Plan Commission (PC) for exterior appearance. The Chairman of the PC is aware of the request, has seen the vestibule, and feels it is appropriate for the Trustees to consider, unless the Board feels otherwise.

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 Temporary Use at 35 E. First – Fuller House Restaurant"

Attachments:

Draft Ordinance
Attachment 1 – Application for Temporary Use and Exhibits
Attachment 2 - Current Photo of Seasonal Vestibule

VILLAGE OF HINSDALE

ORDINANCE NO. _____

AN ORDINANCE APPROVING A TEMPORARY USE – 35 E. FIRST – FULLER HOUSE RESTAURANT

WHEREAS, Patricia Vlahos, on behalf of Fuller House Restaurant (the "Applicant"), has filed an application (the "Application") for approval of a temporary use in the form of a seasonal outdoor vestibule/windscreen for the Fuller House Restaurant at 35 E. First Street in the Village of Hinsdale (the "Subject Property"); and

WHEREAS, the President and Board of Trustees of the Village of Hinsdale have determined that the Application satisfies the standards established in Section 9-103 of the Hinsdale Municipal Code governing temporary uses, subject to the conditions stated in this Ordinance;

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 as findings of the President and Board of Trustees.

Section 2. Approval of Temporary Use. The Board of Trustees, acting pursuant to the authority vested in it by laws of the State of Illinois and Section 9-103 of the Hinsdale Municipal Code, approves the installation of a seasonal outdoor vestibule/windscreen as depicted in the Plans attached to and, by this reference, incorporated into this Ordinance as **Exhibit A** (the "Approved Plans"), subject to the conditions stated in Section 3 of this Ordinance.

Section 3. Conditions. The approval granted in Section 2 of this Ordinance is expressly subject to all of the following conditions:

- A. Approval of Seasonal Vestibule/Windscreen. The seasonal vestibule/windscreen depicted in the Approved Plans (the "Vestibule") is approved.
- B. Subsequent Years. Approvals for years subsequent to this initial approval may be made administratively by the Village Manager so long as the design and location of the seasonal vestibule/windscreen and other conditions remain unchanged. The Village Manager, may, in any subsequent year, and in his or her discretion, choose to send the request to the Village Board for consideration.
- C. Term of Installation. The seasonal vestibule/windscreen may be installed on the Subject Property only during the period of November 15 through, and including, April 30 of each year. In no event shall the seasonal

vestibule/windscreen be or remain installed on the Subject Property prior to November 15 or after April 30 of any year.

- D. Release and Hold Harmless; Insurance. The seasonal vestibule/windscreen encroaches for approximately 30 inches into the Village's right-of-way. The Applicant must submit, each year, an executed Release, Hold Harmless and Indemnification Agreement, in substantially the form attached hereto as **Exhibit B**, relative to the encroachment. The Applicant must also provide the Village, on an annual basis, with proof of general liability insurance (and, when applicable, dramshop liability insurance) including the village as a named insured and insuring the village against any liability resulting from the encroachment permitted by this Ordinance. Minimum coverage shall be one million dollars (\$1,000,000.00) per occurrence.
- E. Restrictions Against Approval. The approval of the seasonal vestibule/windscreen to be installed on the Subject Property in accordance with this Ordinance shall be applicable only to the Applicant. In no event shall the approval of the seasonal vestibule/windscreen granted by this Ordinance be applicable to any successor entity unrelated to Fuller House Restaurant.
- F. Compliance with Plans. All work on the Subject Property shall be undertaken in strict compliance with the Approved Plans.
- G. 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.

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 the immediate rescission by the Board of Trustees of the approval made in this Ordinance.

Section 5. Severability and Repeal of Inconsistent Ordinances. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance, and all ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

Section 6. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law.

ADOPTED this _____ day of _____, 2016, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this _____ day of _____, 2016, 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: _____, 2016

EXHIBIT A

APPROVED PLANS

(ATTACHED)

EXHIBIT B

FORM OF RELEASE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

(ATTACHED)

RELEASE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

This Release, Hold Harmless and Indemnification Agreement (hereinafter referred to as the "Agreement") has been entered into this ____ day of _____, 20__, by and between the Village of Hinsdale, an Illinois municipal corporation, (hereinafter referred to as the "Village") and _____, (hereinafter referred to as the "Permittee"), in regard to the following:

WHEREAS, it is hereby acknowledged that Permittee, as owner of the business commonly known as _____ (hereinafter referred to as the "Business"), has applied for and received approval from the Village Board of Trustees to place a vestibule/windscreen structure ("Vestibule/Windscreen") adjacent to the entryway of the Business on a temporary basis, from the date of this Agreement through April 30, 20__. The Business is located on property located at _____ (the "Property").

WHEREAS, this Agreement is required by the Ordinance approving the Temporary Use approved by the Board of Trustees, and is a necessary inducement for the Village to allow use of a portion of its public right-of-way for Vestibule/Windscreen purposes. In signing this document, Permittee acknowledges that the Village of Hinsdale would not allow such a use unless Permittee, on behalf of the benefitting Business, acknowledges his/her/its voluntary participation, and fully recognizes and assumes the existence of risks as exist with operating such a use.

NOW, THEREFORE, for and in consideration of the issuance of a Temporary Use allowing use of a portion of the Village's public right-of-way for Vestibule/Windscreen purposes, and for other good and valuable consideration, the adequacy, sufficiency and receipt of which is hereby acknowledged, it is hereby agreed by and among the Parties as follows:

USE OF PUBLIC RIGHT-OF-WAY: The Village agrees to allow the Vestibule/Windscreen to encroach approximately thirty (30) inches over the property line and onto the public sidewalk adjacent to the Property and Business, as indicated in the renderings submitted by the Permittee in seeking approval of the Vestibule/Windscreen use, for use for Vestibule/Windscreen purposes to the benefit of the Business, through April 30, 20__, subject to the conditions contained herein.

RISK OF INJURY: The Permittee assumes the full risk of injuries, including any death, damages, or losses which Permittee or his/her/its employees, patrons or members of the public may sustain in any way in, on or about the public right-of-way where the Vestibule/Windscreen is located that arise out of, are connected with, or in any way associated with the use of the Village's public right-of-way for Vestibule/Windscreen purposes.

WAIVER OF INJURY CLAIMS: Permittee agrees to waive and relinquish any and all claims or causes of action of any kind that he/she/it or he/she/its officers, employees, volunteers, and agents may have against the Village and its President and Board of Trustees, officers, appointed and elected officials, employees, volunteers and agents arising out of, connected with, or in any way associated with the use of the Village's public right-of-way for Vestibule/Windscreen purposes.

RELEASE FROM LIABILITY: Permittee does hereby fully release and discharge the Village and its President and Board of Trustees, officers, appointed and elected officials, employees, volunteers and agents, from any and all claims or causes of action of any kind, including, but not limited to death, damages, or losses which Permittee, or his/her/its officers, employees, volunteers, agents, patrons or members of the public may have or which arise out of, are connected with, or are in any way associated with the use of the Village's public right-of-way for Vestibule/Windscreen purposes.

INDEMNITY AND DEFENSE: Permittee agrees to indemnify, hold harmless, release and defend the Village and its President and Board of Trustees, officers, appointed and elected officials, employees, volunteers, and agents, from any and all claims or causes of action of any kind, including, but not limited to death, damages, and losses which any person, including Permittee, or his/her/its officers, employees, volunteers, agents, patrons, or members of the public, may have or which arise out of, are connected with, or are in any way associated with the use of the Village's public right-of-way for Vestibule/Windscreen purposes.

RESTORATION OF PREMISES: Permittee, at his/her/its own cost, shall restore the specified area of the public right-of-way to its present condition upon completion of its use for Vestibule/Windscreen purposes under this Agreement. The Village may direct Permittee to make such repairs and restorations as the Village deems necessary in order to so restore the public right-of-way to its previous condition.

COMPLETE DEFENSE: It is expressly understood and agreed by the Parties that this Agreement may be pleaded by the Village as a complete defense to, and in bar of, any and all claims or causes of action of any kind brought, maintained or conducted by the Permittee or by a third party in connection with or on account of any of the matters set forth in this Agreement. The Parties agree that this Agreement shall be admissible in evidence in any action in which the terms of this Agreement are sought to be enforced.

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

AUTHORITY TO BIND: The parties warrant and represent that the execution, delivery of, and performance under this Agreement is pursuant to authority, validly and duly conferred upon the parties and the signatories hereto.

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

TERM AND EFFECTIVE DATE: This Agreement shall be deemed dated and become effective on the date that the Village President and Village Clerk sign this Agreement. The Agreement shall terminate at 11:59 p.m. on April 30, 20__, although the provisions relating to Risk of Injury, Waiver of Injury Claims, Release from Liability, Indemnity and Defense, and Restoration of Premises shall survive such termination and will continue in full force and effect. A newly executed Release, Hold Harmless and Indemnification Agreement must be submitted at the time Village approvals of any Vestibule/Windscreen use for future years is obtained.

I have read and fully understand and agree to the above stated conditions:

VILLAGE OF HINSDALE

PERMITTEE _____,

AS OWNER OF _____

BY: _____
VILLAGE PRESIDENT

BY: _____

DATE: _____

DATE: _____

ATTEST

BY: _____
VILLAGE CLERK

BY: _____

DATE: _____

DATE: _____

**VILLAGE OF HINSDALE
APPLICATION FOR TEMPORARY USE**

Address of proposed request: 35 E First Street

APPLICATION FOR TEMPORARY USE

The Hinsdale Zoning Code provides for *Permitted Temporary Uses* subject to the specific regulations and time limits as provided for in Section 9-103D of the zoning code and to the other applicable regulations of the district in which the use is permitted. The total period of time granted by such temporary use shall not exceed the period of time as specifically identified for that specific use. Where such uses are not specifically permitted, the Board of Trustees **MAY** approve such use, subject to the following regulations:

9. *Others*: In any district, any other temporary use consistent with the purposes of this code and with the purposes and intent of the regulations of the district in which such use is located; provided, however, that any such use shall require the specific prior approval of the board of trustees. The board of trustees shall establish a limitation on the duration of every temporary use approved pursuant to this subsection D9. Any approval granted hereunder shall be deemed to authorize only the particular use for which it was given, and shall not be construed to be any right or entitlement to any subsequent approval hereunder for the applicant or any other person.

Owner: Patricia Vlahos Phone: (630) 670 0948

Date: November 19, 20 15

Temporary Use Period Requested:

From: November, 20 15 through April, 20 16

Nature of Temporary Use Request:

To TEMPORARY Enclose outside patio
(Seasonal)

Signature of Owner: [Signature]

Date: _____, 20____

Village Manager

OR

Date of Village Board Approval: _____, 20____

For Office Use Only
\$100 Fee Paid ☐

Date: _____

Received By: _____

Attachment 1

QUOTATION
THATCHER OAKS INC
AWNINGS AND SIGNS

718 Industrial Drive
 Elmhurst, IL 60126
 (630) 833-5700 Fax (630) 833-5795

CHICAGOLAND'S FULL SERVICE AWNING & SIGNS COME
 COMMERCIAL-INDUSTRIAL
 CUSTOM DESIGNED FABRIC AWNINGS & SIGNS
 COMMERCIAL CLEANING AND MAINTENANCE

TO: Fuller House Bar
 35 E. First St.
 HINSDALE, IL
 60521

Date: 09/16/2015

Quote #: 26150

Delivery:

Terms 1/2 Deposit Balance on Completion

DESCRIPTION	AMOUNT
<p style="text-align: center;">* * * * * REVISED PROPOSAL * * * * *</p> <p>Proposal is to manufacture and install one wall enclosure system for Fuller House Bar 35 E. First St., Hinsdale, IL 60521. The location of the enclosure is on the south elevation, the approximate size is 40'-0" wide, by 9'-5" high, by 2'-6" projection. Includes two 3'-0" wide by 7'-0" high doors with pushbars and closers.</p> <p>All frames to be made of galvanized steel or aluminum and will be completely welded. All welds will be ground smooth and primed silver. All frames are covered by our LIFETIME TigerFrame Warranty.</p> <p>Fabric to be #4608 Black Sunbrella 100% Solution Dyed Acrylic, color to be confirmed. This material carries a ten (10) year warranty. The heavy-duty clear vinyl has a four (4) year warranty.</p> <p>Graphics to include descriptors that will be applied using the Sunbrella Graphics system. This system utilizes heat and pressure to apply high quality 3M vinyl to the fabric.</p> <p>Price includes taxes and installation. Please note that the permit is not included, to be secured by owner.</p> <p>Thank You for your interest in Thatcher Oaks Awning Company. Kevin Eltoft (630) 452-1720 kevin@thatcheroaks.com</p>	<p style="text-align: right;">Total Cost for Items on Quotation.....</p> <p style="text-align: right; border: 1px solid black; padding: 2px;">\$11,000.00</p>

It is the intent of the Seller to deliver to Buyer the products so stated in this contract, within the time frame so stated, subject to our ability to produce materials, and is subject to labor disputes, acts of God, and other delays beyond our control.

CUSTOMER DEPOSIT IS NON REFUNDABLE 5 DAYS AFTER ACCEPTANCE OF CONTRACT.

For the purpose of securing payment and performance of the obligation hereunder, Seller shall have, and Buyer hereby grants to Seller, a purchase money security interest in said property. The property and all of the apparatus, appliances, supplies, accessories and parts remain the property and security of Seller for said indebtedness until this contract is paid in full. In the event Seller has to remove property due to nonpayment, any monies paid on account shall remain the property of Seller as liquidated damages, and any reinstallation shall be subject to renegotiation. All new installations are guaranteed against defect in material or workmanship for three years after installation.

ACCEPTED _____ DATED _____ BY _____
 BUYER SELLER


DEPOSIT _____ We May Withdraw this proposal if not accepted within ____ days.

Attachment 2: Current Photo of Seasonal Vestibule



DATE: January 19, 2016

7a

AGENDA SECTION	Consent: Agenda/ACA	ORIGINATING DEPARTMENT	Finance	
ITEM	Accounts Payable	<div style="text-align: right;">Darrell Langlois </div> APPROVED Assistant Village Manager/Director of Finance		
<p>At the meeting of January 19, 2016 staff respectfully requests the presentation of the following motion to approve the accounts payable:</p> <p>Motion: To move approval and payment of the accounts payable for the period of January 06, 2016 through January 19, 2016 in the aggregate amount of <u>\$1,255,827.35</u> as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk.</p>				
STAFF APPROVALS				
APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL
COMMITTEE ACTION:				
BOARD ACTION:				

VILLAGE OF HINSDALE

ACCOUNTS PAYABLE WARRANT REGISTER #1600

FOR PERIOD January 06, 2016 through January 19, 2016

The attached Warrant Summary by Fund and Warrant Register listing TOTAL DISBURSEMENTS FOR ALL FUNDS of \$1,255,827.35 reviewed and approved by the below named officials.

APPROVED BY Daniel J. Taylor DATE 1/15/16
VILLAGE TREASURER/ASSISTANT VILLAGE MANAGER

APPROVED BY _____ DATE _____
VILLAGE MANAGER

APPROVED BY _____ DATE _____
VILLAGE TRUSTEE

**Village of Hinsdale
Warrant # 1600
Summary By Fund**

Recap By Fund	Fund	Regular Checks	ACH/Wire Transfers	Total
General Fund	10000	371,418.59	-	371,418.59
Capital Project Fund	45300	156,400.34	-	156,400.34
Water & Sewer Operations	61061	410,996.65	-	410,996.65
W/S 2008 Bond Fund	61064	400.00		400.00
Escrow Funds	72100	52,951.00		52,951.00
Payroll Revolving Fund	79000	11,830.81	234,344.96	246,175.77
Library Operating Fund	99000	17,485.00		17,485.00
Total		1,021,482.39	234,344.96	1,255,827.35

Village of Hinsdale
Schedule of Bank Wire Transfers and ACH Payments
1600

Payer/ Date	Description	Vendor Invoice	Invoice Amount
Electronic Federal Tax Payment Systems 1/15/2016	Village Payroll #1 - Calendar 2016	FWH	\$ 57,291.29
Electronic Federal Tax Payment Systems 1/15/2016	Village Payroll #1 - Calendar 2016	FICA/MCARE	39,011.54
Illinois Department of Revenue 1/15/2016	Village Payroll #1 - Calendar 2016	State Tax Withholding	14,262.68
ICMA - 457 Plans 1/15/2016	Village Payroll #1 - Calendar 2016	Employee Withholding	14,422.09
HSA PLAN CONTRIBUTION - 1/15/2016		Employer/Employee Withholding	6,110.78
Intergovernmental Personnel Benefit Cooperative		Employer/Employee	-
Illinois Municipal Retirement Fund		Employer/Employee	103,246.58
Total Bank Wire Transfers and ACH Payments			\$234,344.96

Run date: 14-JAN-16

Village of Hinsdale

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WARRANT REGISTER: 1600

DATE: 01/19/16

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
AFLAC-FLEXONE			
196766	AFLAC OTHER	011516000000000	\$370.97
196767	ALFAC OTHER	011516000000000	\$204.62
196768	AFLAC SLAC	011516000000000	\$89.35
Total for Check: 104686			\$664.94
COLONIAL LIFE PROCCESING			
196756	COLONIAL S L A C	011516000000000	\$60.98
196757	COLONIAL OTHER	011516000000000	\$27.63
Total for Check: 104687			\$88.61
I.U.O.E.LOCAL 150			
196773	LOCAL 150 UNION DUES	011516000000000	\$965.65
Total for Check: 104688			\$965.65
ILLINOIS FRATERNAL ORDER			
196759	UNION DUES	011516000000000	\$731.00
Total for Check: 104689			\$731.00
NATIONWIDE RETIREMENT SOL			
196760	USCM/PEBS CO	011516000000000	\$129.72
196761	USCM/PEBS CO	011516000000000	\$1,485.00
Total for Check: 104690			\$1,614.72
NATIONWIDE TRUST CO.FSB			
196769	PEHP UNION 150	011516000000000	\$326.77
196770	PEHP REGULAR	011516000000000	\$2,191.42
196771	PEHP COMPTIME PD	011516000000000	\$547.13
196772	PEHPPD	011516000000000	\$565.20
Total for Check: 104691			\$3,630.52
NCPERS GRP LIFE INS#3105			
196758	LIFE INS	011516000000000	\$256.00
Total for Check: 104692			\$256.00
STATE DISBURSEMENT UNIT			
196774	CHILD SUPPORT	011516000000000	\$313.21
Total for Check: 104693			\$313.21
STATE DISBURSEMENT UNIT			
196775	CHILD SUPPORT	011516000000000	\$585.00
Total for Check: 104694			\$585.00
STATE DISBURSEMENT UNIT			
196776	CHILD SUPPORT	011516000000000	\$230.77
Total for Check: 104695			\$230.77
STATE DISBURSEMENT UNIT			
196777	CHILD SUPPORT	011516000000000	\$764.77
Total for Check: 104696			\$764.77
STATE DISBURSEMENT UNIT			
196778	CHILD SUPPORT	011516000000000	\$175.00
Total for Check: 104697			\$175.00
STATE DISBURSEMENT UNIT			
196779	CHILD SUPPORT	011516000000000	\$672.45
Total for Check: 104698			\$672.45
VILLAGE OF HINSDALE			
196762	MEDICAL REIMBURSEMENT	011516000000000	\$467.07

Run date: 14-JAN-16

Village of Hinsdale

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WARRANT REGISTER: 1600

DATE: 01/19/16

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
196763	DEP CARE REIMB.F/P	011516000000000	\$20.83
196764	MEDICAL REIMBURSEMENT	011516000000000	\$354.19
196765	DEP CARE REIMBURSEMENT	011516000000000	\$296.08
Total for Check: 104699			\$1,138.17
5 STAR SOCCER CAMPS, INC			
196737	YOUTH SOCCER	1916	\$2,728.00
Total for Check: 104700			\$2,728.00
A BLOCK MARKETING INC			
196443	TIPPING FEE	00065509	\$25.00
196602	TIPPING FEE	00065535	\$25.00
Total for Check: 104701			\$50.00
ALEXANDER EQUIPMENT			
196597	TOOLS	119102	\$954.52
Total for Check: 104702			\$954.52
ALL CLEANERS			
196523	CUSTODIAL SERVICES	123115-HINSDALE	\$1,530.00
196523	CUSTODIAL SERVICES	123115-HINSDALE	\$1,345.00
196523	CUSTODIAL SERVICES	123115-HINSDALE	\$1,951.00
196523	CUSTODIAL SERVICES	123115-HINSDALE	\$540.00
Total for Check: 104703			\$5,366.00
AMALGAMATED BK OF CHICAGO			
196579	BOND FEES	1853943001CT	\$400.00
Total for Check: 104704			\$400.00
AMERICAN MESSAGING			
196616	VEECK PAGER	U1153710QA	\$28.91
Total for Check: 104705			\$28.91
AMERICAN UNDERGROUND INC			
196593	SEWER INSPECTION	8128	\$1,420.00
Total for Check: 104706			\$1,420.00
AMERITECH			
196709	REFUND	2007720	\$1,783.65
Total for Check: 104707			\$1,783.65
ANGELOPOULOS, GREGORY			
196674	CONT BD 327 E 59TH ST	23176	\$500.00
Total for Check: 104708			\$500.00
APTEAN, INC.			
196527	MONTHLY FEES	RI-721139	\$6,071.40
Total for Check: 104709			\$6,071.40
ARAMARK UNIFORM SERVICES			
196449	FLOOR MATS/SHOP TOWELS	2080364820	\$62.30
196449	FLOOR MATS/SHOP TOWELS	2080364820	\$18.96
196449	FLOOR MATS/SHOP TOWELS	2080364820	\$132.43
196449	FLOOR MATS/SHOP TOWELS	2080364820	\$10.60
196625	FLOOR MATS/SHOP TOWELS	2080374523	\$62.30
196625	FLOOR MATS/SHOP TOWELS	2080374523	\$18.96
196625	FLOOR MATS/SHOP TOWELS	2080374523	\$132.43
196625	FLOOR MATS/SHOP TOWELS	2080374523	\$10.60
Total for Check: 104710			\$448.58

WARRANT REGISTER: 1600

DATE: 01/19/16

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
ASPEN CONSTRUCTION			
196668	CONT BD 208 E EIGHTH	21819	\$10,000.00
		Total for Check: 104711	\$10,000.00
ASPEN CONSTRUCTION			
196669	ST MGMT BD 208 E EIGHTH	21818	\$3,000.00
		Total for Check: 104712	\$3,000.00
ATLAS BOBCAT LLC			
196534	HYDRAULIC LEAK REPAIR-93	669748	\$1,264.09
196535	HYDRAULIC LEAK REPAIR-93	BC1336	\$227.34-
		Total for Check: 104713	\$1,036.75
BAUDVILLE			
196727	CERTIFICATE PAPER	2972012	\$327.28
		Total for Check: 104714	\$327.28
BEACON SSI INCORPORATED			
196617	GENERATOR TANK INSPECTION	0000075932	\$340.25
		Total for Check: 104715	\$340.25
BENTLEY SYSTEMS INC			
196715	CAD SUPPORT	47720714	\$995.00
		Total for Check: 104716	\$995.00
BLOOM, BRADLEY			
196590	PHONE BATTERY/CASE	01022016	\$106.67
		Total for Check: 104717	\$106.67
BONO CSR KATHLEEN W.			
196730	TEXT AMENDMENT HEARING	7030	\$326.00
		Total for Check: 104718	\$326.00
BURR RIDGE PARK DISTRICT			
196522	CO-OP	122215	\$46.75
196733	CO-OP	122915	\$827.90
		Total for Check: 104719	\$874.65
BUSINESS DISTRICTS, INC			
196555	111 S LINCOLN REVIEW	2250	\$1,500.00
196556	111 S LINCOLN REVIEW	2221	\$1,194.00
		Total for Check: 104720	\$2,694.00
BY*PAS INTERNATIONAL CORP			
196542	VEHICLE SOAP	23294	\$440.00
		Total for Check: 104721	\$440.00
BYRNE, PETER			
196687	STRMWTER BD 506 N LINCOLN	21723	\$4,429.00
		Total for Check: 104722	\$4,429.00
CASTEEL, KIMBERLY			
196675	CONT BD 5741 S GARFIELD	23094	\$1,500.00
		Total for Check: 104723	\$1,500.00
CATCHING FLUID POWER			
196635	SUCTION HOSE	6052892	\$166.35
196636	SUCTION HOSE	2333856	\$101.77-
		Total for Check: 104724	\$64.58
CDW-GOVERNMENT INC.			
196701	CABLE	BPD7611	\$14.66

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Village of Hinsdale

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WARRANT REGISTER: 1600

DATE: 01/19/16

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
196716	DELL PC FOR PD-L3	BMS4670	\$565.99
196717	MEMORY CARD CHANNEL 6	BJD8945	\$65.90
196718	SWITCH, COUPLER	BLJ5072	\$21.08
196719	PRINTER - CD	BJK4467	\$124.80
196720	MONITORS - PW	BHC0905	\$210.90
196721	PC - ENGINEERING	BKK3683	\$647.33
196747	IPAD KEYBOARD/CASE	BLJ5296	\$119.35
Total for Check: 104725			\$1,770.01
CENTRAL SALT			
196735	ROAD SALT	232799	\$7,143.42
Total for Check: 104726			\$7,143.42
CHRISTOPHER B BURKE			
196723	GRAUE MILL FLOOD PROTECT	126613	\$49,272.51
Total for Check: 104727			\$49,272.51
CINTAS CORPORATION 769			
196548	FLOOR MATS	769703653	\$75.00
196596	FLOOR MATS	769707303	\$75.00
196714	FLOOR MATS	769710924	\$75.00
Total for Check: 104728			\$225.00
COMCAST			
196573	POOL	8771201110037136	\$124.35
196611	VILLAGE HALL	36757-01/16	\$261.35
196612	POLICE	8771201110036781	\$172.40
196613	KLM	8771201110036807	\$95.35
196614	WATER	36815-01/16	\$124.35
196752	POLICE/FIRE	8771201110009242	\$54.87
196752	POLICE/FIRE	8771201110009242	\$54.87
Total for Check: 104729			\$887.54
COMED			
196649	57TH STREET	0015093062	\$374.35
196650	WARMING HOUSE/PADDLE HUT	0203017056	\$282.96
196651	314 SYMONDS DR	0417073048	\$370.29
196652	FOUNTAIN	0471095066	\$166.71
196653	BURLINGTON PARK	0499147045	\$51.09
196654	2 S OAK ST	0697168013	\$29.79
196655	VILLAGE PLACE ALLEY	1094271003	\$781.87
196656	21 SPINNING WHEEL	1131101044	\$31.35
196657	STREET LIGHTS	1653148050	\$9,246.03
196658	TRAFFIC SIGNALS	1653148069	\$66.78
196659	BURLINGTON PARK	6583006139	\$31.35
196660	NS CBQ RR	7011157008	\$33.38
196661	PIERCE PARK	7011378007	\$110.51
196662	WALNUT STREET	7011481018	\$31.35
196663	CENTER FOR THE ARTS	7093550127	\$100.45
196664	KLM LODGE 80/20	7093551008	\$1,592.90
196665	KLM LODGE 80/20	7093551008	\$398.23
196666	SAFETY TOWN	7261620005	\$22.15
196667	WATER PLANT	8521400008	\$36.86

WARRANT REGISTER: 1600

DATE: 01/19/16

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
		Total for Check: 104730	\$13,758.40
COMMERCIAL COFFEE SERVICE			
196580	COFFEE SUPPLIES	133982	\$75.00
196581	COFFEE SUPPLIES	200256	\$112.50
196713	COFFEE SUPPLIES	134134	\$113.85
		Total for Check: 104731	\$301.35
COMPANY ONE			
196441	FIRE SUPPRESSION FOAM	186453	\$1,510.00
		Total for Check: 104732	\$1,510.00
CONSTELLATION NEWENERGY			
196452	217 SYMONDS	0029710603	\$854.82
196453	225 SYMONDS	0029710603	\$826.05
196454	121 SYMONDS	0029710603	\$804.35
196455	500 W HINSDALE	0029710603	\$109.99
196456	5901 S COUNTY LINE	0029710603	\$707.54
		Total for Check: 104733	\$3,302.75
COURTNEYS SAFETY LANE			
196553	SAFETY INSPECTION - 22	6312	\$35.00
196637	SAFETY INSPECTION - M84	6365	\$35.00
196638	SAFETY INSPECTION - 12	6322	\$35.00
		Total for Check: 104734	\$105.00
CUMMINS NPOWER, LLC			
196530	GENERATOR REPAIRS - WP	711-45029	\$2,321.69
196592	GENERATOR REPAIRS - WP	711-48007	\$628.38
		Total for Check: 104735	\$2,950.07
CURRENT TECHNOLOGIES			
196725	VH WIRELESS	6202	\$37.16
196736	VH WIRELESS	6202	\$1,282.50
196736	VH WIRELESS	6202	\$388.90
196736	VH WIRELESS	6202	\$155.32
196736	VH WIRELESS	6202	\$1,170.80
		Total for Check: 104736	\$3,034.68
DIRECT ADVANTAGE INC			
196738	MARKETING SERVICES	1297	\$4,648.00
		Total for Check: 104737	\$4,648.00
DU-COMM			
196646	QUARTERLY SHARE-2/16-4/16	15673	\$48,924.75
196754	QTRLY SHARES-02/16-4/16	15674	\$66,342.00
		Total for Check: 104738	\$115,266.75
DUPAGE COUNTY DIV OF			
196598	PARKING SIGN	3376	\$85.77
196601	STREET SIGN	3375	\$427.32
		Total for Check: 104739	\$513.09
DUPAGE WATER COMMISSION			
196531	WATER CHARGES - DEC	11155	\$282,202.10
		Total for Check: 104740	\$282,202.10
DYNEGY ENERGY SERVICES			
196557	908 ELM	147029615121	\$630.90

Run date: 14-JAN-16

Village of Hinsdale

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WARRANT REGISTER: 1600

DATE: 01/19/16

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
196571	TRANSFORMER	147029715121	\$2,116.22
		Total for Check: 104741	\$2,747.12
EDM PUBLISHERS			
196642	ANNUAL SUBSCRIPTION	15450565	\$158.48
		Total for Check: 104742	\$158.48
ENGAGE2EXCEL, INC			
196741	SERVICE AWARD PINS	2259327RI	\$1,099.38
		Total for Check: 104743	\$1,099.38
EPT LABS, INC			
196615	WATER SAMPLES	15-51639	\$89.50
		Total for Check: 104744	\$89.50
EXCELL FASTENER SOLUTIONS			
196711	DRILL BITS	6615	\$39.34
		Total for Check: 104745	\$39.34
FCWRD			
196560	SEWER	120092-000	\$23.10
196561	SEWER	008919-000	\$140.95
		Total for Check: 104746	\$164.05
FEDEX			
196448	SHIPPING	5-266-22192	\$43.46
196448	SHIPPING	5-266-22192	\$32.42
196448	SHIPPING	5-266-22192	\$21.26
		Total for Check: 104747	\$97.14
FIRE PROTECTION COMPANY			
196729	FIRE SPRINKLER TESTING	21765	\$245.00
196729	FIRE SPRINKLER TESTING	21765	\$245.00
196729	FIRE SPRINKLER TESTING	21765	\$245.00
196729	FIRE SPRINKLER TESTING	21765	\$245.00
		Total for Check: 104748	\$980.00
FIRE SAFETY CONSULTANTS			
196707	PLAN REVIEW	12312015	\$1,781.20
		Total for Check: 104749	\$1,781.20
FIRE TRAINING RESOURCES			
196643	SEMINAR	2002	\$99.00
196644	SEMINAR	2001	\$125.00
		Total for Check: 104750	\$224.00
FIREGROUND SUPPLY, INC.			
196544	REPAIR COATS	15386	\$138.00
		Total for Check: 104751	\$138.00
FIRST COMMUNICATIONS, LLC			
196451	TELEPHONE	12986733	\$323.81
196451	TELEPHONE	12986733	\$778.68
196451	TELEPHONE	12986733	\$459.59
196451	TELEPHONE	12986733	\$196.97
196451	TELEPHONE	12986733	\$111.57
196451	TELEPHONE	12986733	\$233.37
196451	TELEPHONE	12986733	\$63.44
		Total for Check: 104752	\$2,167.43

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
FLEET PRIDE INC			
196629	AIR HOSE	74353565	\$86.75
		Total for Check: 104753	\$86.75
FOSTER COACH SALES INC			
196546	DOOR MAGNET - 84	8407	\$14.46
		Total for Check: 104754	\$14.46
FULLERS SERVICE CENTER IN			
196526	CAR WASHES - DEC	12312015	\$241.00
196703	SNOW REMOVAL	11212015	\$500.00
196704	SNOW REMOVAL	123020151	\$250.00
196705	SNOW REMOVAL	12292015	\$250.00
196753	CAR WASHES - NOV	11302015	\$112.00
		Total for Check: 104755	\$1,353.00
GALLS			
196583	UNIFORMS	002023348	\$161.96-
196584	SAFETY VESTS	004603383	\$333.95
		Total for Check: 104756	\$171.99
GARY JOHNSTON			
196748	PERMIT FEES - NOV	12272015	\$141.30
		Total for Check: 104757	\$141.30
GFOA			
196743	MEMBERSHIP RENEWAL	0134001-2016	\$190.00
		Total for Check: 104758	\$190.00
GIULIANOS			
196566	BOT 1-5-15	13	\$103.45
196648	EMERGENCY MEAL	66	\$86.00
		Total for Check: 104759	\$189.45
GRAINGER, INC.			
196567	PARKING METER OIL	9923524517	\$19.24
196604	VEECK TANK REPAIR	9923524509	\$116.02
196605	VEECK TANK REPAIR	9923524491	\$152.23
196618	HEATER REPAIR - WP	9926869182	\$48.20
		Total for Check: 104760	\$335.69
GREENSCAPE HOMES LLC			
196689	STORMWATER BD 111 FULLER	21831	\$6,285.00
		Total for Check: 104761	\$6,285.00
HAWKINS, INC.			
196620	VEECK CSO CHEMICALS	3817659	\$956.30
196621	VEECK CSO CHEMICALS	3814267	\$1,965.70
		Total for Check: 104762	\$2,922.00
HD SUPPLY WATERWORKS,LTD			
196519	AMR WATER METER PROJECT	E917633	\$14,100.00
196520	AMR WATER METER PROJECT	E953754	\$13,529.50
196521	AMR WATER METER PROJECT	E957518	\$12,575.00
196594	WATER METERS	E916755	\$4,096.00
196734	AMR WATER METER PROJECT	E953583	\$1,709.00
		Total for Check: 104763	\$46,009.50
HEALY ASPHALT COMPANY LLC			

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
196627	COLD PATCH	56780MB	\$668.10
Total for Check: 104764			\$668.10
HINSDALE NURSERIES, INC.			
196686	CONT BD 5646 S WASHINGTON	23134	\$500.00
Total for Check: 104765			\$500.00
HOLIDAY CREATIONS, INC			
196641	HOLIDAY LIGHTS	7170	\$5,463.03
Total for Check: 104766			\$5,463.03
HEMOCRAFTERS LLC			
196680	CONT BD 436 E FIRST	22879	\$500.00
196688	CONT BD 419 N COUNTY LINE	22927	\$4,000.00
Total for Check: 104767			\$4,500.00
HR GREEN INC			
196724	OAK ST BRIDGE PH 3 CO/RE	9-102380	\$107,127.83
Total for Check: 104768			\$107,127.83
I/O SOLUTIONS			
196582	EXAM ADMINISTRATION	C35798A	\$1,399.00
Total for Check: 104769			\$1,399.00
ILLCO, INC.			
196619	VEECK CSO TANK REPAIR	2385701	\$35.25
Total for Check: 104770			\$35.25
ILLINOIS ASSOCIATION OF			
196751	MEMBERSHIP RENEWAL	01012016	\$95.00
Total for Check: 104771			\$95.00
ILLINOIS SECTION AMERICAN			
196603	WASTE WATER SEMINAR	200020409	\$64.00
Total for Check: 104772			\$64.00
ILLINOIS SHOTOKAN KARATE			
196528	KARATE	9029	\$4,230.40
Total for Check: 104773			\$4,230.40
INDUSTRIAL ELECTRIC			
196631	ELECTRIC SUPPLIES - 484	238629	\$29.44
196632	CSO SENSOR - GRANT SQUARE	238628	\$68.80
196633	CSO SENSOR - GRANT SQUARE	238644	\$16.20
196634	STREET LIGHT WIRE	238648	\$76.00
196712	ELECTRICAL PARTS	238641	\$20.18
Total for Check: 104774			\$210.62
INTERNATIONAL CODE COUNCI			
196568	CODE BOOK	1000639265	\$50.00
Total for Check: 104775			\$50.00
INTERNATIONAL EXTERMINATO			
196572	PEST CONTROL	11697033	\$40.00
196572	PEST CONTROL	11697033	\$40.00
196572	PEST CONTROL	11697033	\$113.00
196572	PEST CONTROL	11697033	\$40.00
196572	PEST CONTROL	11697033	\$40.00
Total for Check: 104776			\$273.00

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
196565	DEDUCTIBLE - DEC	SALES0014772/818	\$396.00
196565	DEDUCTIBLE - DEC	SALES0014772/818	\$950.05
196565	DEDUCTIBLE - DEC	SALES0014772/818	\$8,624.35
196565	DEDUCTIBLE - DEC	SALES0014772/818	\$2,867.00
196565	DEDUCTIBLE - DEC	SALES0014772/818	\$112.00
196722	2016 CONTRIBUTION	201625	\$12,067.48
196722	2016 CONTRIBUTION	201625	\$32,235.79
196722	2016 CONTRIBUTION	201625	\$25,149.26
196722	2016 CONTRIBUTION	201625	\$20,255.93
196722	2016 CONTRIBUTION	201625	\$6,788.56
196722	2016 CONTRIBUTION	201625	\$13,709.98
196722	2016 CONTRIBUTION	201625	\$55,121.00
196722	2016 CONTRIBUTION	201625	\$17,240.00
Total for Check: 104777			\$195,517.40
J P COOKE CO.			
196708	PET TAGS	375968	\$375.25
Total for Check: 104778			\$375.25
JC LIGHT, LLC			
196532	DOWNSPOUT PAINT	1209-14465535	\$26.37
Total for Check: 104779			\$26.37
KELLER HEARTT CO INC			
196554	OIL	0249128-IN	\$281.60
Total for Check: 104780			\$281.60
KELLER, MARK			
196585	CLOTHING REIMBURSEMENT	12182015	\$273.55
Total for Check: 104781			\$273.55
KENNY CONSTRUCTION			
196697	WATER METER	262004451	\$1,068.23
Total for Check: 104782			\$1,068.23
KINGS LANDSCAPING CO			
196681	ST MGMT BD 535 WARREN TER	22983	\$3,000.00
196682	CONT BD ASHBURY DR	23172	\$500.00
Total for Check: 104783			\$3,500.00
KLEMENOW, KRISTEN			
196692	REFUND	142039	\$115.00
Total for Check: 104784			\$115.00
KRASKA MUEHLHAUSER, JAMIE			
196685	CONT BD 21 ULM PLACE	22928	\$2,500.00
Total for Check: 104785			\$2,500.00
L3 COMMUNICATIONS			
196559	BATTERIES	0234197-IN	\$568.50
Total for Check: 104786			\$568.50
M E SIMPSON CO INC			
196552	METER TESTING	27910	\$52.99
Total for Check: 104787			\$52.99
MANGANIELLO, JIM			
196564	METER READINGS - DEC	12312015	\$652.50
Total for Check: 104788			\$652.50

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
MANKOFF INDUSTRIES INC			
196623	QUARTERLY INSPECTION	3810	\$560.00
		Total for Check: 104789	\$560.00
MAY, SUZI			
196746	CLASS REFUND	142124	\$47.50
		Total for Check: 104790	\$47.50
MCNAUGHTON DEVELOPMENT			
196679	ST MGMT 5804 S GARFIELD	22333	\$3,000.00
		Total for Check: 104791	\$3,000.00
MENARDS			
196550	MISC HARDWARE	17064	\$57.85
196710	ASST HARDWARE	20958	\$55.82
		Total for Check: 104792	\$113.67
MENNON RUBBER & SAFETY			
196444	WINTER GLOVES	21427	\$344.56
196444	WINTER GLOVES	21427	\$200.00
		Total for Check: 104793	\$544.56
METROPOLITAN FIRE CHIEFS			
196647	ANNUAL DUES	2016	\$80.00
		Total for Check: 104794	\$80.00
MICRO CENTER A/R			
196749	WEB CAMERA	3813056	\$45.97
		Total for Check: 104795	\$45.97
MIDLAND MASONRY INC			
196676	CONT BD 838 CHESTNUT	23119	\$500.00
		Total for Check: 104796	\$500.00
MIDWEST TIME RECORDER			
196626	DECEMBER FEES	146718	\$131.70
		Total for Check: 104797	\$131.70
MINER ELECTRONICS			
196702	RADIOS - 12	663.00	\$663.00
		Total for Check: 104798	\$663.00
NEOPOST USA INC			
196563	MAIL MACHINE INK	14761321	\$162.00
		Total for Check: 104799	\$162.00
NFPA			
196536	PUBLICATIONS	6605694Y	\$165.98
		Total for Check: 104800	\$165.98
NICOR GAS			
196574	121 SYMONDS	38466010006	\$42.39
196574	121 SYMONDS	38466010006	\$42.38
196575	HUMANE SOCIETY	12076110001	\$169.01
196576	YOUTH CENTER	90077900000	\$179.97
196740	350 N VINE	13270110003	\$275.21
		Total for Check: 104801	\$708.96
NOELCO			
196694	REFUND	566285	\$75.00
		Total for Check: 104802	\$75.00

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
NOGHNOGH, ABD			
196696	ALARM OVERPAYMENT	568709	\$280.00
		Total for Check: 104803	\$280.00
NORMANDY BUILDERS			
196684	CONT BD 5814 GIDDINGS	22745	\$2,000.00
		Total for Check: 104804	\$2,000.00
OSTROVSKY, SUZANNE			
196728	SUPPLIES, IAMMA EVENTS	12302015	\$115.72
196728	SUPPLIES, IAMMA EVENTS	12302015	\$26.45
		Total for Check: 104805	\$142.17
OWENS, DAANIEL			
196671	CONT BD 921 S ADAMS	22950	\$500.00
		Total for Check: 104806	\$500.00
PASQUINELLI, ANTHONY			
196695	PARKWAY TREE	6309	\$260.00
		Total for Check: 104807	\$260.00
PERMA SEAL			
196678	CONT BD 119 W WALNUT	23126	\$500.00
		Total for Check: 104808	\$500.00
PRAXAIR DISTRIBUTION, INC			
196540	CO2	53013750	\$30.01
196699	CO2	54525186	\$61.88
		Total for Check: 104809	\$91.89
PREMIER LANDSCAPE			
196683	CONT BD 5801 S GRANT	23072	\$500.00
		Total for Check: 104810	\$500.00
RAY O'HERRON CO INC			
196755	UNIFORMS	1572715-IN	\$38.00
		Total for Check: 104811	\$38.00
READY REFRESH			
196698	BOTTLED WATER	05L0120706023	\$51.87
		Total for Check: 104812	\$51.87
SAFETY-KLEEN SYSTEMS, INC			
196624	PARTS WASHER RENTAL	68784748	\$166.96
		Total for Check: 104813	\$166.96
SAHGAL, ROHIT			
196690	STORMWATER BD 5596 S OAK	22019	\$2,400.00
		Total for Check: 104814	\$2,400.00
SAMS CLUB #6384			
196739	ASST SUPPLIES	01022016	\$268.63
196739	ASST SUPPLIES	01022016	\$107.26
196739	ASST SUPPLIES	01022016	\$98.56
196739	ASST SUPPLIES	01022016	\$87.92
		Total for Check: 104815	\$562.37
SERVICE FORMS & GRAPHICS			
196446	PAYROLL CHECKS	155326	\$298.00
196447	ACCOUNTS PAYABLE CHECKS	155327	\$298.00
196450	LABELS	155390	\$247.78

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
196450	LABELS	155390	\$247.78
196450	LABELS	155390	\$247.77
196450	LABELS	155390	\$247.77
196586	TICKETS	155439	\$1,560.02
196744	BUSINESS CARDS	155490	\$150.59
196744	BUSINESS CARDS	155490	\$100.39
196744	BUSINESS CARDS	155490	\$50.20
Total for Check: 104816			\$3,448.30
SKIBBENS, JARED			
196543	INSTRUCTOR CERTIFICATION	12202015	\$70.00
Total for Check: 104817			\$70.00
SKOKNA, NICK			
196732	PADDLE COURT CLEANING	NOV/DEC 2015	\$1,150.00
Total for Check: 104818			\$1,150.00
SOLAR SERVICE, INC			
196673	CONT BD 826 S MADISON	23183	\$500.00
Total for Check: 104819			\$500.00
SPRINT			
196458	TELEPHONE	977740515-167	\$247.66
196458	TELEPHONE	977740515-167	\$41.28
196458	TELEPHONE	977740515-167	\$495.34
196458	TELEPHONE	977740515-167	\$330.22
196458	TELEPHONE	977740515-167	\$41.28
196458	TELEPHONE	977740515-167	\$123.83
196458	TELEPHONE	977740515-167	\$41.28
196458	TELEPHONE	977740515-167	\$82.56
196458	TELEPHONE	977740515-167	\$330.22
196458	TELEPHONE	977740515-167	\$82.56
196458	TELEPHONE	977740515-167	\$179.24
196458	TELEPHONE	977740515-167	\$592.03
Total for Check: 104820			\$2,587.50
STANDARD EQUIPMENT CO			
196547	CLAMPS	C08932	\$138.02
196622	SWITCH - 30	C09008	\$250.12
Total for Check: 104821			\$388.14
STANDARD INDUSTRIAL			
196700	ANNUAL LIFT INSPECTIONS	20556	\$458.00
Total for Check: 104822			\$458.00
SUBURBAN LABORATORIES, IN			
196551	WATER SAMPLES	129937	\$200.00
Total for Check: 104823			\$200.00
TAMELING INDUSTRIES			
196630	TOPSOIL	0107088-IN	\$196.00
Total for Check: 104824			\$196.00
TERRACE SUPPLY CO			
196639	ACETYLENE/OXYGEN TANKS	70275486	\$133.35
Total for Check: 104825			\$133.35
THE HINSDALEAN			

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
196539	A-46-2015	41707	\$195.20
		Total for Check: 104826	\$195.20
THIRD MILLENIUM			
196541	UTILITY BILLING - DEC	18878	\$1,030.27
		Total for Check: 104827	\$1,030.27
TPI BLDG CODE CONSULTANT			
196706	INSPECTIONS - DEC 2015	2015-12	\$4,032.00
		Total for Check: 104828	\$4,032.00
TRAINOR, MARY M			
196670	CONT BD 741 S ADAMS	22178	\$500.00
		Total for Check: 104829	\$500.00
TREE R US INC			
196549	TREE PRUNING	18559	\$12,586.89
		Total for Check: 104830	\$12,586.89
U S POSTAL SERVICE			
196537	PERMIT 19 RENEWAL	122010151	\$225.00
196538	PERMIT 19 ANNUAL MAINTENA	12202015	\$700.00
		Total for Check: 104831	\$925.00
UNITED STATES POSTAL SVC			
196640	MAILING MACHINE POSTAGE	01082016	\$3,000.00
		Total for Check: 104832	\$3,000.00
UPS STORE #3276			
196745	SHIPPING	00000001140	\$9.51
		Total for Check: 104833	\$9.51
US GAS			
196731	OXYGEN	260760	\$23.25
		Total for Check: 104834	\$23.25
USA BLUE BOOK			
196595	LOCKOUT KIT	822112	\$398.47
		Total for Check: 104835	\$398.47
VAN VREEDE, KAY ANN			
196691	KLM REFUND EN151227	22783	\$500.00
		Total for Check: 104836	\$500.00
VERIZON WIRELESS			
196577	FIRE DEPT	9757769643	\$10.04
196578	WATER DEPT IPADS	9757726476	\$38.01
		Total for Check: 104837	\$48.05
VILLAGE OF HINSDALE-FINAN			
196457	PETTY CASH	01192016	\$0.49
196457	PETTY CASH	01192016	\$17.39
196457	PETTY CASH	01192016	\$536.12
196457	PETTY CASH	01192016	\$33.91
196457	PETTY CASH	01192016	\$100.00
196457	PETTY CASH	01192016	\$37.35
		Total for Check: 104838	\$725.26
VILLAGE OF HINSDALE-FIRE			
196726	PETTY CASH	12312015	\$49.00
196726	PETTY CASH	12312015	\$6.74

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
196726	PETTY CASH	12312015	\$10.00
196726	PETTY CASH	12312015	\$24.15
196726	PETTY CASH	12312015	\$38.00
196726	PETTY CASH	12312015	\$19.35
196726	PETTY CASH	12312015	\$12.00
196726	PETTY CASH	12312015	\$20.00
196726	PETTY CASH	12312015	\$179.24
Total for Check: 104839			
VILLAGE OF ROMEOVILLE			
196442	LEADERSHIP TRAINING	2015-810	\$650.00
Total for Check: 104840			\$650.00
WAREHOUSE DIRECT INC			
196524	OFFICE SUPPLIES	2927495-0	\$45.22
196525	OFFICE SUPPLIES	2927495-1	\$74.94
196645	TONER	2927830-0	\$136.34
Total for Check: 104841			\$256.50
WARREN OIL COMPANY			
196562	FUEL	10951444	\$12,575.85
Total for Check: 104842			\$12,575.85
WATER SERVICES CO			
196529	ANNUAL LEAK DETECTION	24121	\$9,430.00
Total for Check: 104843			\$9,430.00
WATERWAY ILLINOIS INC			
196440	GROUND LADDER TEST	1447	\$274.25
Total for Check: 104844			\$274.25
WILLOWBROOK FORD INC			
196445	CONNECTTOR - 842	5109862	\$19.19
196628	POWER STEERING HOSE	5110119	\$90.73
Total for Check: 104845			\$109.92
WILSON, MICHAEL N			
196693	WATER REFUND	0406962	\$37.95
Total for Check: 104846			\$37.95
WINGRENS LANDSCAPE, INC			
196533	HOLIDAY LIGHTING	30730	\$2,046.50
Total for Check: 104847			\$2,046.50
XEROX CORPORATION			
196569	FIRE COPIER	082762300	\$85.00
196570	FINANCE COPIER	082762299	\$85.00
Total for Check: 104848			\$170.00
YALAMANCHI, RAVI			
196677	STORMWATER BD 20 GLENDALE	21232	\$5,337.00
Total for Check: 104849			\$5,337.00
ZOLL MEDICAL CORP			
196545	ADHESIVE SENSORS	2321556	\$565.25
Total for Check: 104850			\$565.25
ZOUZIAS, MARINA			
196672	CONT BD 1 S MONROE	22618	\$500.00
Total for Check: 104851			\$500.00
ADVENTIST HINSDALE HOSP			

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
196589	ELECTRIC USAGE-7/15-12/15	007	\$314.02
		Total for Check: 104852	\$314.02
ILCMA 196558	EMPLOYMENT AD	299	\$50.00
		Total for Check: 104853	\$50.00
ILCMA 196742	EMPLOYMENT AD	317	\$50.00
		Total for Check: 104854	\$50.00

REPORT TOTAL \$1,021,482.39

END OF REPORT

DATE January 19, 2016

REQUEST FOR BOARD ACTION

AGENDA Consent Agenda SECTION NUMBER ACA	ORIGINATING DEPARTMENT Parks and Recreation
ITEM Extension of Hinsdale Platform Tennis License Agreement	APPROVED Gina Hassett, Director of Parks & Recreation

The Village has eight platform tennis courts; six located at KLM Park and two at Burns Field. The Village has issued a third party license agreement with Mary Doten, which allows her to teach and coordinate lessons at the Village courts. In addition the courts are programmed by the Hinsdale Platform Tennis Association (HPTA) which has a license agreement that allows their organization use of the courts. The terms of the license agreement between the Village and HPTA is that their league players must annually purchase a membership with the Village. The current agreement between HPTA and the Village expires in March of 2016.

Given the recent issues at the courts regarding the upcoming expenses to replace the walkways, staff is recommending that a full review of HPTA agreement be completed. To allow adequate review by staff and the Parks & Recreation Commission, staff recommends extending the current agreement through July 31st, 2016. A copy of the current and proposed agreement are attached.

At the December 8th, 2015 Parks and Recreation Commission meeting, the Commission unanimously recommended the extension of the agreement to the Village Board. A sub-committee of the Parks & Recreation Commission, along with the Finance Director and Director of Parks and Recreation will meet in January to outline the terms of the new license agreement. The goal is to present the draft agreement at the February Parks & Recreation Commission followed by a meeting with members of the HPTA Board. The agreement will be brought to the Village Board for approval in the spring.

MOTION: To extend the current license agreement with Hinsdale Platform Tennis Association through July 31, 2016.

STAFF APPROVALS

Parks & Recreation APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL
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BOARD ACTION: At its meeting on January, 5, 2016 the Board agreed to move this item to the Consent Agenda. The Board recommended that the new lease have a termination date of July 31st rather than March 31st so that the termination occurs after the platform tennis season is over.

RECREATIONAL LICENSE AGREEMENT – TERM EXTENSION

This Recreational License Agreement – Term Extension (hereinafter “Term Extension Agreement”) is executed on the date set forth below by and between the Village of Hinsdale, Illinois (the “Village”) and the Hinsdale Platform Tennis Association, a not-for-profit corporation (the “HPTA”, and together with the Village, the “Parties”).

RECITALS

- A. The Village is a unit of government organized pursuant to and in accordance with the Illinois Municipal Code, 65ILCS 5/1-1-1, *et seq.*
- B. The Village owns real estate property known as The Katherine Legge Memorial Park, which is located at 5901 – 5911 S County Line Road, Hinsdale, Illinois (the “Property”).
- C. The Property contains recreational and social facilities, which the Village regularly permits individuals, organizations and entities to use, subject to certain terms and conditions of use.
- D. HPTA is a not-for-profit Illinois Corporation, and has requested that the Village permit it to regularly use the Property’s paddle tennis facilities (the “Paddle Tennis Facilities”) for the benefit of HPTA’s members and guests.
- E. The Parties seek to extend the Recreational License Agreement dated March 3, 2009, attached hereto as Exhibit A, subject to the terms and conditions set forth herein in this Term Extension Agreement.

NOW, THEREFORE, in consideration of the above recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties, the Parties agree as follows:

- 1. **Recitals** – The above recitals are incorporated into and made a part of this Term Extension Agreement by reference.
- 2. **Term** – The term of the Recreational License in the Recreational License Agreement dated March 3, 2009, and was extended for five (5) years through date of March 3, 2016 and shall automatically expire on July, 31, 2016.
- 3. **Terms and Conditions** – All terms and conditions of the Recreational License Agreement dated March 3, 2009 shall remain the same and shall remain in full force and effect unless changed by the provisions of this Term Extension Agreement.
- 4. **Intergovernmental Agreement** – HPTA understands that the Village entered into an Intergovernmental Agreement (IGA) with the Village of Burr Ridge, a copy of which is attached. HPTA agrees to comply with the conditions

contained in the IGA related to use and operation of the platform tennis courts
subject to this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Term Extension
Agreement to be executed by duly authorized, as of the day and year written
above.

VILLAGE OF HINSDALE

HINSDALE PLATFORM TENNIS
ASSOCIATION

President of the Board of Trustees

President of HPTA

ATTEST:

ATTEST:

Village Clerk

Secretary, HPTA

RECREATIONAL LICENSE AGREEMENT – TERM EXTENSION

This Recreational License Agreement – Term Extension (hereinafter "Term Extension Agreement") is executed on the date set forth below by and between the Village of Hinsdale, Illinois (the "Village"), and the Hinsdale Platform Tennis Association, a not-for-profit corporation (the "HPTA", and together with the Village, the "Parties").

RECITALS

- A. The Village is a unit of local government organized pursuant to and in accordance with the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.*
- B. The Village owns real property known as The Katherine Legge Memorial Park, which is located at 5901 – 5911 South County Line Road, Hinsdale, Illinois (the "Property").
- C. The Property contains recreational and social facilities, which the Village regularly permits individuals, organizations, and entities to use, subject to certain terms and conditions of use.
- D. HPTA is a not-for-profit Illinois corporation, and has requested that the Village permit it to regularly use the Property's paddle tennis facilities (the "Paddle Tennis Facilities") for the benefit of HPTA's members and guests.
- E. The Parties seek to extend the Recreational License Agreement dated March 3, 2009, attached hereto as Exhibit A, subject to the terms and conditions set forth herein in this Term Extension Agreement.

NOW, THEREFORE, in consideration of the above recitals, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties, the Parties agree as follows:

- 1. **Recitals.** The above recitals are incorporated into and made a part of this Term Extension Agreement by reference.
- 2. **Term.** The term of the Recreational License in the Recreational License Agreement dated March 3, 2009, is extended for five (5) years from the date of March 3, 2011, and shall automatically expire on March 3, 2016.
- 3. **Terms and Conditions.** All terms and condition of the Recreational License Agreement dated March 3, 2009 shall remain the same and shall remain in full force and effect unless changed by the provisions of this Term Extension Agreement.
- 4. **Intergovernmental Agreement.** HPTA understands that the Village has entered into an Intergovernmental Agreement (IGA) with the Village of Burr Ridge, a copy

of which is attached. HPTA agrees to comply with the conditions contained in the IGA related to use and operation of the platform tennis courts subject to this Agreement.


IN WITNESS WHEREOF, the Parties have caused this Term Extension Agreement to be executed by duly authorized officers thereof, as of the day and year written above:

VILLAGE OF HINSDALE




President of the Board of Trustees

ATTEST:



Village Clerk

HINSDALE PLATFORM TENNIS
ASSOCIATION



President

ATTEST:

Secretary

VILLAGE OF HINSDALE

ORDINANCE NO. O2011-09

AN ORDINANCE APPROVING A TERM EXTENSION TO THE RECREATIONAL LICENSE AGREEMENT DATED MARCH 3, 2009, BETWEEN THE VILLAGE OF HINSDALE AND THE HINSDALE PLATFORM TENNIS ASSOCIATION

WHEREAS, the Village of Hinsdale (the "Village") is an Illinois municipal corporation organized and existing pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*;

WHEREAS, the Hinsdale Platform Tennis Association (the "HPTA") is a not-for-profit Illinois corporation and has requested that the Village continue to permit it to use paddle tennis facilities on property at 5901-5911 South County Line Road, Hinsdale, Illinois (the "Property"), owned by the Village;

WHEREAS, the Village and HPTA previously entered into a Recreational License Agreement on March 3, 2009, for HPTA's use of the paddle tennis facilities on the Property, and the parties seek to extend the term of the Recreational License Agreement beyond its expiration date of March 3, 2011; and

WHEREAS, the Village President and Board of Trustees believe and hereby declare that it is in the best interests of the Village and its residents to approve the Recreational License Agreement – Term Extension (the "Term Extension") between the Village and the HPTA, attached hereto and incorporated herein as Exhibit A.

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 Incorporated. The above recitals are incorporated herein as though fully set forth in this Section 1.

Section 2. Term Extension Approved. The Term Extension attached hereto and incorporated herein as Exhibit A is approved in substantially the form attached.

Section 3. Execution of Term Extension. The Village President is authorized and directed to execute the Term Extension on behalf of the Village in substantially the form attached.

Section 4. 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 5. Effective Date. This Ordinance shall be in full force and effect after its passage, approval, and publication in pamphlet form in the manner provided by law.

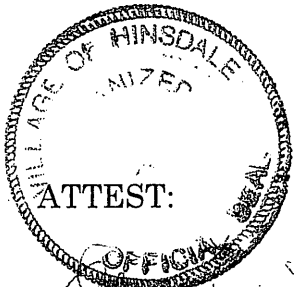
PASSED this 15th day of February 2011.

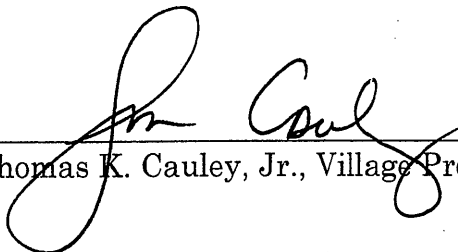
AYES: Trustees Williams, Angelo, Saigh, LaPlaca, Geoga, Schultz


NAYS: None

ABSENT: None

APPROVED this 15th day of February 2011.




Thomas K. Cauley, Jr., Village President


Christine M. Bruton, Deputy Village Clerk

**EXHIBIT A – RECREATIONAL LICENSE AGREEMENT – TERM
EXTENSION**

EXHIBIT A – RECREATIONAL LICENSE AGREEMENT DATED MARCH 3, 2009

RECREATIONAL LICENSE AGREEMENT

This Recreational License Agreement (the "Agreement") is executed on March 3, 2009, by and between the Village of Hinsdale, Illinois (the "Village"), and the Hinsdale Platform Tennis Association, a not-for-profit corporation ("HPTA", and together with the Village, the "Parties").

RECITALS

- A. The Village is a unit of local government organized pursuant to and in accordance with the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.*
- B. The Village owns real property known as The Katherine Legge Memorial Park, which is located at 5901 - 5911 South County Line Road, Hinsdale, Illinois (the "Property").
- C. The Property contains recreational and social facilities, which the Village regularly permits individuals, organizations, and entities to use, subject to certain terms and conditions of use.
- D. HPTA is a not-for-profit Illinois corporation, and has requested that the Village permit it to regularly use the Property's paddle tennis facilities (the "Paddle Tennis Facilities") for the benefit of HPTA's members and guests.
- E. In consideration of the Village's agreement to permit HPTA to use the Paddle Tennis Facilities on a continuing and pre-scheduled basis during the term of this Agreement, HPTA agrees to use the Paddle Tennis Facilities in strict accordance with the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the above-recitals, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties, the Parties agree as follows:

- 1. **Recitals.** The above recitals are incorporated into and made a part of this Agreement by reference.
- 2. **Recreational License.** The Village hereby grants a non-exclusive, revocable license (the "Recreational License") to HPTA, subject to the termination provisions of this Agreement, to use the Paddle Tennis Facilities for the sole purpose of practicing and playing tennis, and for no other purpose. HPTA expressly acknowledges that this Recreational License is not an interest in real or personal property. HPTA shall not under any circumstance record this Agreement or any document pertaining to this Agreement in any recorder's office, or with any other governmental body or agency.

3. **Term.** The term of the Recreational License shall commence upon the execution of this Agreement, and shall automatically expire on March 3, 2011 unless sooner terminated in accordance with the terms and conditions of this Agreement.
4. **Termination.** This Agreement and the Recreational License may be terminated by the Village at any time, for any reason, in the Village's sole discretion, upon fourteen (14) days written notice to HPTA. Upon HPTA's receipt of such notice, this Agreement shall terminate automatically.
5. **HPTA's Performance.** At all times during the term of this Agreement, HPTA shall act or refrain from acting as follows:
 - a. HPTA shall comply with all applicable federal, state, and municipal laws, statutes, ordinances, rules and regulations in its use of the Paddle Tennis Facilities;
 - b. HPTA shall take such reasonable actions as needed to ensure that its use of the Paddle Tennis Facilities do not unreasonably interfere with the normal and ongoing activities of the Village and other permitted users of the Property;
 - c. Immediately after each occasion on which it uses the Paddle Tennis Facilities, HPTA shall promptly remove any trash or debris left by its members or guests, and shall promptly remedy any damage to the Paddle Tennis Facilities and/or the Property caused by HPTA's members or guests, so as to restore the Paddle Tennis Facilities and the Property to the same condition as existed prior to any use by HPTA;
 - d. HPTA shall not perform or cause to be performed any improvement to, or modification of, the Paddle Tennis Facilities or the Property unless and until it receives express, prior, written authorization from the Village.
6. **Scheduling.** HPTA's use of the Paddle Tennis Facilities is limited to those seasonal dates listed on Exhibit A, which is attached hereto and incorporated herein by reference, and to those other dates and times on which the Parties may later agree. If a scheduling conflict arises where the Village and HPTA each anticipate using the Paddle Tennis Facilities to the exclusion of the other, the Village's anticipated needs shall have priority over HPTA's anticipated needs to the extent of the conflict. If a scheduling conflict arises between HPTA and any other permitted user of the Paddle Tennis Facilities, the first party to have made a written reservation with the Village for use of the Paddle Tennis Facilities shall have priority. The Parties shall cooperate in good faith to avoid any such scheduling conflict.

7. **Liability and Risk of Loss.**

- a. **Indemnity.** HPTA shall indemnify and hold the Village, its elected officials, administrators, employees, attorneys, agents, and representatives (collectively the "Indemnitees") harmless from any and all losses, injuries, claims, causes of action, demands, liabilities, damages, expenses, costs, and/or attorneys' fees that any of the Indemnitees may incur, which arise out of, result from, or occur in connection with HPTA's performance and/or breach of any of HPTA's duties under this Agreement, or any other act or omission of HPTA that relates in any way to this Agreement, or to HPTA's use of the Paddle Tennis Facilities or the Property. This duty to indemnify shall survive expiration or termination of this Agreement.
- b. **Insurance.** At all times during the term of this Agreement, HPTA shall maintain insurance policies with coverages and limits as provided in Exhibit B, and shall comply with all terms and conditions contained in Exhibit B, which is attached hereto and incorporated herein by reference.
- c. **Non-Waiver of Defenses.** Neither the above indemnification provision, insurance provision, nor any other provision of this Agreement, is intended to constitute the waiver of any immunity or defense held by the Village under the statutes or common laws of the State of Illinois.

8. **Attorneys' Fees to Village as Prevailing Party.** If the Village brings any cause of action against HPTA for any material or immaterial breach of this Agreement, in the event the Village prevails in such action, as determined by the Court, HPTA shall be liable to pay the Village's attorneys' fees, expenses, and court costs incurred in connection with such action.
9. **Notices.** Notices required or permitted to be given under this Agreement shall be in writing, shall be deemed received when sent, and shall be sent by U.S. mail addressed to the addressees listed below:

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


**Hinsdale Platform Tennis Association
Bill O'Brien, President
9515 Southview Avenue
Brookfield, IL 60513**

10. **Integration; No Oral Modification.** This Agreement represents the final and complete agreement of the Parties with respect to its subject matter. All prior communications, representations, negotiations, and promises, both oral and written, are deemed merged into this Agreement, and are of no force or effect. This Agreement may not be modified orally. Any modification of this Agreement must be in writing and signed by both Parties to be enforceable.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by duly authorized officers thereof, as of the day and year written above:

VILLAGE OF HINSDALE

HINSDALE PLATFORM TENNIS
ASSOCIATION



President of the Board of Trustees



President

ATTEST:

ATTEST:



Clerk of the Village of Hinsdale

Secretary

EXHIBIT A – HPTA's Seasonal Dates For Use of Paddle Tennis Facilities

October 15 through April 15 of each year during the term of the Recreational License

EXHIBIT B – INSURANCE COVERAGES AND LIMITS

1. Insurance Coverage

- A. At all times during the term of this Agreement, HPTA shall procure and maintain, in full force and effect, general liability, comprehensive automobile liability, and umbrella / excess liability insurance policies which cover personal injury and property damage.
- B. HPTA shall procure all such policies from a company or companies authorized to do business in Illinois and licensed by the Illinois Department of Financial and Professional Regulation, rated with an "A" or better in the current edition of Best's Key Rating Guide, or which is otherwise pre-approved in writing by the Village.
- C. Each of the above-referenced policies shall have the following minimum coverage limits:

- a. Comprehensive General Liability and Automobile Liability

Bodily Injury	\$1,000,000 per occurrence
	\$2,000,000 aggregate
Personal Injury	\$1,000,000 per occurrence
	\$2,000,000 aggregate

- b. Umbrella / Excess Coverage \$3,000,000


- 2. **Additional Insured.** Each of the policies procured and maintained by HPTA in accordance with this Agreement shall name the Village, its elected officials, administrators, employees, attorneys, agents, and representatives as additional insured, shall expressly insure the indemnification provision in Section 7.a of this Agreement, and shall provide that each respective policy shall not be terminated, cancelled, or materially changed without at least thirty (30) days advanced written notice to the Village.
- 3. **Certificates of Insurance.** Prior to the beginning of the term of this Agreement, and on or before January 1st of each year during the term of this Agreement, HPTA shall submit to the Village copies of each of HPTA's certificates of insurance evidencing the procurement and maintenance of the above-referenced policies in accordance with this Agreement.

4. **Non-Payment of Insurance Premiums.** In the event any of the above-referenced policies is terminated, cancelled, or materially changed at any time, the Village may give written notice to HPTA, identifying the policy terminated, cancelled, or materially changed and requesting that HPTA cause such policy to conform to the requirements of this Agreement. In the event HPTA fails to cause such policy to conform to the requirements of this Agreement within seven (7) days after receipt of such notice, the Village may, in its sole discretion, take such actions and pay such expenses as are reasonably necessary to procure such deficient policy and/or cause it to conform to the requirements of this Agreement. In that event, HPTA shall be liable to the Village for all costs, expenses, and attorneys fees incurred by the Village in procuring such policy or causing it to conform to the requirements of this Agreement.

s/contracts/paddle tennis 09

7c
DATE: January 19, 2015

REQUEST FOR BOARD ACTION

AGENDA		ORIGINATING	
SECTION NUMBER	ACA – Consent Agenda	DEPARTMENT	Administration
ITEM	Ordinance Amending Number of Class B2 Liquor Licenses – Casa Margarita	APPROVAL	Christine Bruton, Village Clerk 

The Village has received a Liquor License Application for a Class B2 Restaurant – Liquor/Beer/Wine, from Casa Margarita, to be located in the Brush Hill train station. The owner is hoping to open for business in the first quarter of 2016. In accordance with the provisions of Chapter 3-3-13B, Board approval is required to increase the number of Class B2 licenses from 10 to 11 to accommodate this new business.

The current Class B2 license holders are: Nabuki, Jade Dragon, Hua Ting, Il Poggiolo, Fox's, Cine, Baldinelli's, Vistro, Wild Ginger and Fuller House.

If the Board concurs with the request, the following motion would be appropriate:

MOTION: **Approval of an Ordinance Amending Subsection 3-3-13A of the Village Code of Hinsdale Related to the Number of Liquor Licenses.**

APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL
COMMITTEE ACTION:				
BOARD ACTION: At the January 5, 2016 Board of Trustees meeting, the Board agreed to move this item to the Consent Agenda of their next meeting.				

**VILLAGE OF HINSDALE
ORDINANCE NO. _____**

**AN ORDINANCE AMENDING SUBSECTION 3-3-13A
OF THE VILLAGE CODE OF HINSDALE
RELATED TO THE NUMBER OF LIQUOR LICENSES**

WHEREAS, the Village of Hinsdale carefully licenses and regulates the sale and service of alcoholic liquor in the Village;

WHEREAS, among the alcoholic liquor regulations are limits on the number of available licenses in each license class, which limits are set forth in Subsection 3-3-13A of the Village Code of Hinsdale; and

WHEREAS, the President and Board of Trustees of the Village of Hinsdale have determined that it is appropriate and in the best interests of the Village and its residents to amend Subsection 3-3-13A as provided 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 hereby incorporated into this Ordinance as findings of the President and Board of Trustees.

Section 2. Amendment of Subsection 3-3-13A. Subsection 3-3-13A, titled "Number of Licenses," of the Village Code of Hinsdale shall be, and it is hereby, amended in its entirety so that said Subsection 3-3-13A shall hereafter be and read as follows:

3-3-13: LOCAL LIQUOR LICENSES:

* * *

A. Number of Licenses:

<u>License Category</u>	<u>Number of Licenses</u>
Class A1 Packaged Sales-Beer/Wine	5
Class A2 Packaged Sales-Liquor/Beer/Wine	1
Class A3 Packaged Sales-Boutique	2
Class A4 Packaged Sales-Consumption	0
Class B1 Restaurant-Beer/Wine	1
Class B2 Restaurant-Liquor/Beer/Wine	10-11
Class B3 Restaurant-BYOB	0
Class B4 Restaurant-Packaged Sales	0
Class C Personal Services	2
Class D1 Special Events - Annual	3
Class D2 Special Events* - Single	*

*(As approved by the Hinsdale Liquor Commissioner)

Section 3. Effective Date. This Ordinance shall be in full force and effect on immediately following its passage and approval. The Village Clerk is hereby authorized and directed to cause this Ordinance to be published in pamphlet form.

PASSED this _____ day of _____, 2016.

AYES:

NAYS:

ABSENT:

APPROVED this _____ day of _____, 2016.

Village President

ATTEST:

Village Clerk

7d

DATE: January 19, 2016

REQUEST FOR BOARD ACTION

AGENDA	ORIGINATING
SECTION NUMBER Consent Agenda - EPS	DEPARTMENT Public Services
ITEM Alley Vacation Request – 810 W. Hinsdale St.	APPROVAL Dan Deeter, PE Village Engineer

Attached please find an ordinance vacating a portion of a public alley adjacent to 810 W. Hinsdale Street. The resident at 810 W. Hinsdale 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 not previously had vacations approved. However, it is not a through-alley right-of-way used for vehicle traffic. There are currently no plans for providing vehicular traffic on this alley right of way in the future. There are ComEd overhead lines within this alley. 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 \$15.13 per square foot. The property to be vacated contains an area of +/-500 square feet. The total appraised value of the property is \$7,500.

A plat of vacation will be prepared upon approval of this request for recording at DuPage County. To allow for current and 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 South of and Adjoining 810 W. Hinsdale Street in the Village of Hinsdale, DuPage and Cook Counties, Illinois” at a Purchase Price of \$7,500.

APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL
COMMITTEE ACTION:				
BOARD ACTION: At the January 5, 2016 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 SOUTH OF AND ADJOINING 810 W. HINSDALE 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 810 W. Hinsdale Street, Hinsdale, Illinois, which property is identified by permanent index number ("P.I.N.") 09-11-220-003, 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 a trapezoidal portion approximately 10' x 52' of the unimproved alley situated south of and adjoining 810 W. Hinsdale Street, Hinsdale, Illinois (the "Subject Property"), legally described, as follows:

Lots 6 and 7 in the Resubdivision of Block 12 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. 09-11-220-003

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 810 W. Hinsdale Street, Hinsdale, Illinois upon the payment of seven thousand five hundred dollars (\$7,500.00) 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 _____, 2016.

AYES:

NAYES:

ABSENT:

APPROVED this _____ day of _____, 2016

Thomas Cauley, Village President

ATTEST:

Christine Bruton, Village Clerk

APPRAISAL REPORT

A 10' X 52' PORTION OF THE UNIMPROVED
ALLEY SITUATED SOUTH AND ADJOINING
810 WEST HINSDALE AVENUE
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

December 11, 2015

Mr. Dan Deeter
Village of Hinsdale
19 East Chicago Avenue
Hinsdale, IL 60521

Re: Appraisal of a 10' x 52' portion of unimproved
alley situated south and adjoining 810 West Hinsdale
Avenue, 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 December 2, 2015, which is the effective date of this valuation.

The property consists of a 10' by 52' trapezoidal shaped portion of unimproved alley located south and adjoining 746 West Hinsdale Avenue, Hinsdale, Illinois. It contains 500+/- 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 December 2, 2015 was

SEVEN THOUSAND FIVE-HUNDRED DOLLARS
(\$7,500)

This Appraisal Report is intended to comply with the reporting requirements set forth under Standards Rule 2-2(b) 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.

C.A. Benson & Associates, Inc.

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 is 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: December 2, 2015

EFFECTIVE DATE OF VALUE: December 2, 2015

DATE OF REPORT: December 11, 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.

C.A. Benson & Associates, Inc.

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 a median household income of \$160,030 (2013). 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 northerly 10' of a 20' wide unimproved alley. It has a width of 52', which is equal to the width of the adjoining residence located at 746 West Hinsdale Avenue. It is trapezoidal in shape and has a calculated area of 500+/- 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.

C.A. Benson & Associates, Inc.

ESTIMATE OF EXPOSURE TIME:

The subject property is a 10' x 52' trapezoidal shaped portion 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 a 10' x 52' trapezoidal 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.

C.A. Benson & Associates, Inc.

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. **630 West Hinsdale Avenue, Hinsdale** was reported sold in November 2014 for \$260,000. This is a 68.5 foot by 100 foot trapezoidal shaped parcel zoned R-4, containing 6,600 square feet. The sales price was equal to \$39.59 per square foot.
2. **746 West Hinsdale Avenue, Hinsdale** was reported sold in January 2014 for \$245,000. This is a 76 foot by 100 foot trapezoidal shaped parcel zoned R-4, containing 7,300 square feet. The sales price was equal to \$33.56 per square foot.
3. **2 South Quincy Street, Hinsdale** was reported sold in June 2015 for \$237,500. This is a 47 foot by 125 foot rectangular parcel zoned R-4, containing 5,875 square feet. The sale price was equal to \$40.43 per square foot. This site is on the corner of Chicago Avenue.
4. **1 South Stough Street, Hinsdale** was reported sold in December 2014 for \$325,000. This is a 72 foot by 125 foot parcel zoned R-4, containing 9,000 square feet. The sale price was equal to \$36.11 per square foot. This site is on the corner of Chicago Avenue.

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, the existing residences have been demolished. They are all located on feeder streets with above average traffic flows. Their sale prices ranged from \$33.56 to \$40.43 per square foot and averaged \$37.37 per square foot for a buildable site. However, these are all corner parcels with additional frontage on side streets. A 10% downward adjustment for a site with feeder street frontage only was required, or \$33.63.

The subject consists of a 500+/- 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 \$33.63 average value of a buildable site or \$15.13 per square foot, rounded to \$15.00 per square foot is indicated.

C.A. Benson & Associates, Inc.

SALES COMPARISON APPROACH TO VALUE - Continued

Based on the above analysis, it is my opinion that \$15.00 per square foot is indicated for the subject property.

500+/- square feet @ \$15.00 per square foot = \$7,500

INDICATED VALUE BY THE SALES COMPARISON APPROACH: \$7,500

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 December 2, 2015 was

<p>SEVEN THOUSAND FIVE-HUNDRED DOLLARS (\$7,500)</p>
--

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)

C.A. Benson & Associates, Inc.

ASSUMPTIONS AND LIMITING CONDITIONS

1. This Appraisal Report is intended to comply with the reporting requirements set forth under Standard Rule 2-2(b) 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.

C.A. Benson & Associates, Inc.

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.

C.A. Benson & Associates, Inc.

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 immediately 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.



Charles A. Benson, Jr., SRA
Illinois State Certified General Real Estate Appraiser
License #553.000387 (9/30/17)

C.A. Benson & Associates, Inc.

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 – 2012-2013

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.

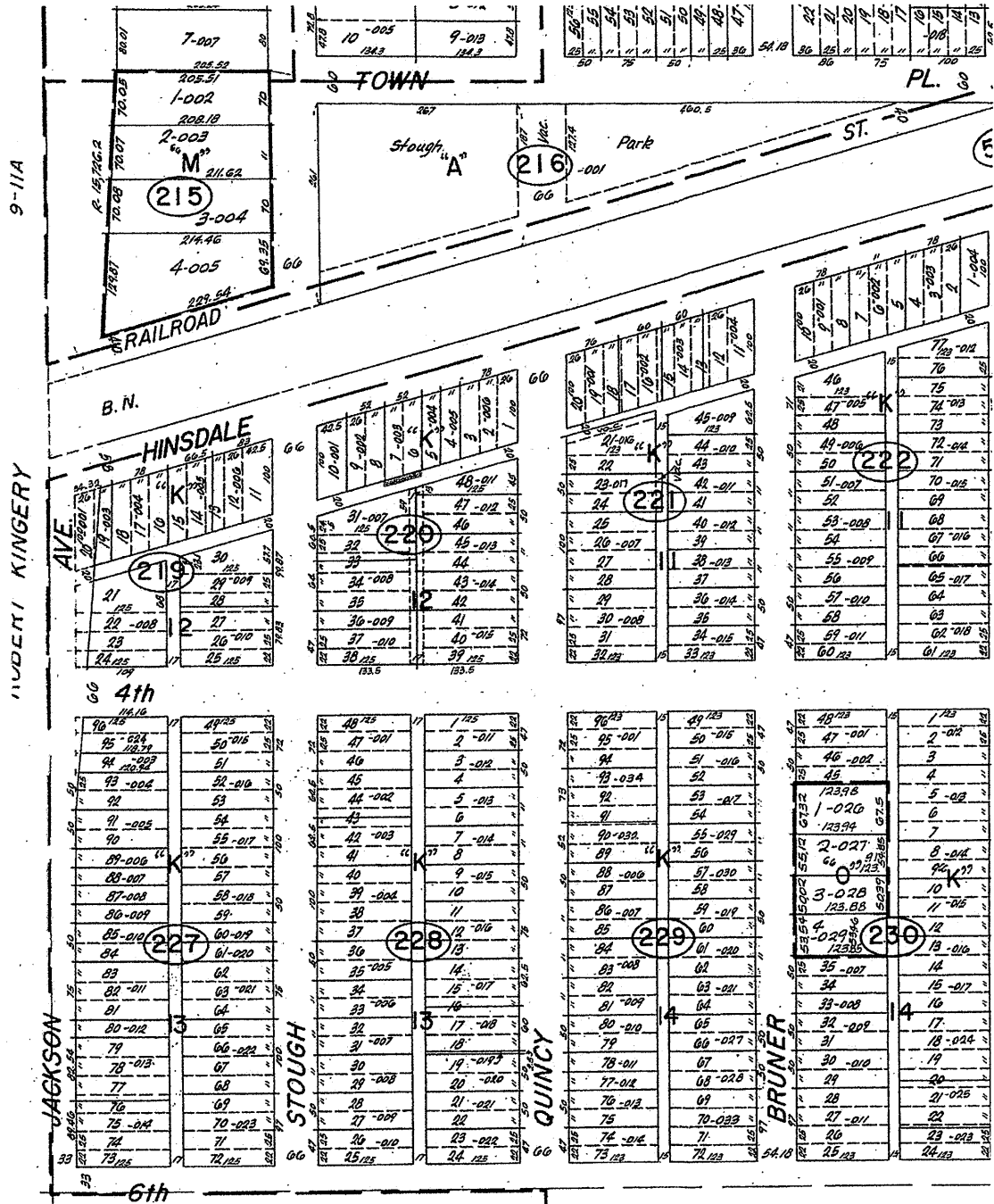
C.A. Benson & Associates, Inc.

ADDENDUM

Sidwell Map

C.A. Benson & Associates, Inc.

SIDWELL MAP (Subject Shaded in Red)





8a+b

MEMORANDUM

DATE: January 19, 2016

TO: President Cauley and the Village Board of Trustees

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

FROM: Chan Yu, Village Planner *CU*

RE: Second Reading – Text Amendment in the O-2 District and Special Use Permit Approval
20 E. Ogden – Esposito & Staubus LLP on behalf of Anthony LaMantia

Summary

The applicant, LaMantia Design & Construction Company, is requesting a text amendment to allow home interior and remodeling design work, with an accompanying showroom in the O-2 district. Currently, the Code only allows interior design and decorating services in the O-2 district, not remodeling design work or showrooms. If this text amendment is approved by the Board of Trustees (BOT), LaMantia plans to purchase and establish its business at 20 E. Ogden Ave (O-2 district).

The first step for a text amendment application is preliminary consideration by the BOT to determine whether the text amendment merits a hearing and review by the Plan Commission (PC). On October 20, 2015, the Board approved the referral of the LaMantia text amendment application to the PC for a public hearing as a permitted use or a special use. On November 11, 2015, the PC established a public hearing for the December 9, 2015, PC meeting.

At the December 9, 2015, PC meeting, the Commission voted unanimously on a 7-0 vote (two absent) to recommend the text amendment application as a special use permit. Subsequently, the PC voted unanimously on a 7-0 vote to recommend approval for the special use permit application submitted by LaMantia. On January 13, 2016, the PC approved the Findings and Recommendations.

At the January 5, 2016, BOT meeting, concerns for the clarity of the text amendment language were expressed. Thus, a revision was completed to clarify the home remodeling office use intent. As suggested by the Trustees, consideration for a showroom associated with a home remodeling office is now a separate special use permit.

Application

Currently, the permitted uses in the office districts O-1, O-2 and O-3 allow, "Interior design and decorating services, but not including painters and paperhangers or showrooms or retail sales on the premises," per Section 6-103(E)(14). The Village of Hinsdale has received a Zoning Code Text Amendment application from Nicholas Esposito, Burr Ridge, Illinois, an attorney on behalf of Anthony



MEMORANDUM

LaMantia, requesting to allow home interior and remodeling design office work, with an accompanying showroom, in the O-2 Limited Office District.

Analysis

Per the Zoning Code, the O-2 district is designed to provide for the general needs of business and professional offices and related business uses on smaller sites in scattered areas throughout the Village. Bulk and height regulations encourage development that is architecturally consistent with smaller sites and compatible with nearby residential uses. Staff has counted seven (7) scattered O-2 districts in the Village. Six (6) of the seven (7) districts abut arterials such as Ogden Avenue and Chicago Avenue (Attachment 2). Six (6) of the seven (7) are surrounded by both residential and non-residential zoning districts. The subject property in particular abuts R-4 Single Family Residential to the north and south and O-2 Limited Office to its east and west.

The applicant's text amendment application explains and illustrates the proposal, per the factors the PC should weigh, among other factors, according to Section 601(E):

- 1) The consistency of the proposed amendment with the purposes of this code.
- 2) The existing uses and zoning classifications for properties in the vicinity of the subject property.
- 3) The trend of development in the vicinity of the subject, including changes, if any, in such trend since the subject property was placed in its present zoning classification.
- 4) The extent, if any, to which the value of the subject property is diminished by the existing zoning classification applicable to it.
- 5) The extent to which any such diminution in value is offset by an increase in the public health, safety, and welfare.
- 6) The extent, if any, to which the use and enjoyment of adjacent properties would be affected by the proposed amendment.
- 7) The extent, if any, to which the value of adjacent properties would be affected by the proposed amendment.
- 8) The extent, if any, to which the future orderly development of adjacent properties would be affected by the proposed amendment.
- 9) The suitability of the subject property for uses permitted or permissible under its present zoning classification.



MEMORANDUM

- 10) The availability of adequate ingress to and egress from the subject property and the extent to which traffic conditions in the immediate vicinity of the subject property would be affected by the proposed amendment.
- 11) The availability of adequate utilities and essential public services to the subject property to accommodate the uses permitted or permissible under its present zoning classification.
- 12) The length of time, if any, that the subject property has been vacant, considered in the context of the pace of development in the vicinity of the subject property.
- 13) The community need for the proposed amendment and for the uses and development it would allow.
- 14) The reasons, where relevant, why the subject property should be established as part of an overlay district and the positive and negative effects such establishment could be expected to have on persons residing in the area.

Process

Pursuant to Article 6, Section 11-601(D)(2)(a) of the Village of Hinsdale Zoning Ordinance, every properly filed and completed application for an amendment to this code, before being processed in any other manner, shall be referred to the BOT for a determination as to whether the application merits a hearing and consideration by the PC or should be summarily denied.

At the October 20, 2015, BOT meeting, the Board unanimously referred the application to the PC for a public hearing of the text amendment to allow remodeling services and showrooms in the O-2, Limited Office District, as a permitted use or a special.

On November 11, 2015, the PC scheduled the public hearing for the December 9, 2015, PC agenda. At the December 9, 2015, PC meeting, the Commission voted unanimously on a 7-0 vote (two absent) to recommend the text amendment application as a special use permit. Subsequently, the PC voted unanimously on a 7-0 vote to recommend approval for the special use permit application submitted by LaMantia. The Findings and Recommendations were approved at the January 13, 2016 PC meeting.

During the January 5, 2016 BOT First Reading, concerns for the clarity of the text amendment language was expressed. A request to allow a showroom accompanying a home remodeling office business as a separate special use permit is also included in the text amendment Ordinance.



MEMORANDUM

Motions

Should the Board feel the request is appropriate, the following motion would be recommended;

“Move that the Board of Trustees approve an Ordinance Amending Chapter 6, Section 6-106, of the Hinsdale Zoning Code as it relates to Special Uses in the O-2 Limited Office Zoning District – Design Work for Home or Office Remodeling Business and related Showrooms”

Also, should the Board feel the request is appropriate, the following motion would be recommended;

“Move that the Board of Trustees approve an Ordinance Approving Special Use Permits for a Business Performing Design Work for Home and Office Remodeling, and an accompanying Showroom, in the O-2 Limited Office Zoning District at 20 E. Ogden Avenue”

Attachments:

Ordinance – Text Amendment for Design Work for Home Remodeling Business and Related Showrooms

Ordinance - Special Use Permit for Remodeling and Showrooms at 20 E. Ogden Ave. (O-2 District)

Attachment 1 – Text Amendment Application Request and Exhibits

Attachment 2 - Special Use Permit Application

Attachment 3 – Zoning Map with O-2 Limited Office Districts Highlighted

Attachment 4 - Board of Trustees Application Discussion Minutes (10/20/15)

Attachment 5 - Final Plan Commission Findings and Recommendations (01/13/16)

VILLAGE OF HINSDALE

ORDINANCE NO. _____

**AN ORDINANCE AMENDING CHAPTER 6 ("OFFICE DISTRICTS"),
SECTION 6-106 ("SPECIAL USES"), OF THE HINSDALE ZONING CODE
AS IT RELATES TO SPECIAL USES IN THE O-2 LIMITED OFFICE ZONING
DISTRICT – DESIGN WORK FOR HOME OR OFFICE REMODELING BUSINESS
AND RELATED SHOWROOMS**

WHEREAS, the Village of Hinsdale (the "Village") has received an application from Anthony LaMantia/LaMantia Design & Construction Company (the "Applicant") pursuant to Section 11-601 of the Hinsdale Zoning Code for an amendment to the text of Section 6-106 of the Zoning Code relative to allowing design work and other office-type functions incidental to a home or office remodeling business, along with a showroom for such a business, within the O-2 Limited Office Zoning District of the Village as a special use (the "Application"); and

WHEREAS, the Board of Trustees has given preliminary consideration to the Application pursuant to Section 11-601(D)(2) of the Hinsdale Zoning Code, and has referred the Application to the Plan Commission of the Village for consideration and a hearing. The Application has otherwise been processed in accordance with the Hinsdale Zoning Code, as amended; and

WHEREAS, on December 9, 2015, the Plan Commission held a public hearing on the Application pursuant to notice thereof properly published in *The Hinsdalean*, and, after considering all of the testimony and evidence presented at the public hearing, recommended approval of the Application by a vote of 7 in favor, 0 against and 2 absent, all as set forth in the Plan Commission's Findings and Recommendation for Plan Commission Case No. A-35-2015 ("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 of the Village have duly considered the Findings and Recommendation of the Plan Commission, the factors set forth in Section 11-601(E) of the Hinsdale Zoning Code and all of the facts and circumstances affecting the Application.

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: Incorporation. Each whereas paragraph set forth above is incorporated by reference into this Section 1.

Section 2: Findings. The President and Board of Trustees, after considering the Findings and Recommendation of the Plan Commission, and other matters properly before it, adopts and incorporates the Findings and Recommendation of the Plan

Commission as the findings of this President and the Board of Trustees, as completely as if fully recited herein at length, other than the specific wording of the proposed text amendment. The President and Board of Trustees find it advisable to clarify the wording of the proposed text amendment by revising it to read as set forth below in Section 3. The President and Board of Trustees further find that the proposed text amendment set forth below is demanded by and required for the public good.

Section 3: Amendment. Chapter 6 (Office Uses), Section 6-106 (Special Uses) of the Hinsdale Zoning Code is hereby amended to add the following uses under the Services category, to read as follows:

Section 6-106 Special Uses

10. Design work and other office-type functions incidental to a home or office remodeling business, but excluding any non-office-type functions, such as retail sales, assembly, warehousing of materials, and manufacturing on the premises.

11. Showrooms associated with a business as described in 10 above, but excluding retail sales on the premises.

O-1	O-2	O-3
	<u>S</u>	
	<u>S</u>	

Section 4: 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 5: Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law.

PASSED this _____ day of _____ 2016.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this _____ day of _____, 2016, and attested to by
the Village Clerk this same day.

Thomas K. Cauley, Jr., Village President

ATTEST:

Christine M. Bruton, Village Clerk

Exhibit A

**FINDINGS AND RECOMMENDATION
(ATTACHED)**

VILLAGE OF HINSDALE

ORDINANCE NO. _____

AN ORDINANCE APPROVING SPECIAL USE PERMITS FOR A BUSINESS PERFORMING DESIGN WORK FOR HOME AND OFFICE REMODELING, AND AN ACCOMPANYING SHOWROOM, IN THE O-2 LIMITED OFFICE ZONING DISTRICT AT 20 E. OGDEN AVENUE – LaMANTIA DESIGN & CONSTRUCTION COMPANY

WHEREAS, an application (the "Application") seeking special use permit to operate a business performing design work and other office-type functions incidental to a home or office remodeling business, with an accompanying showroom, at 20 E. Ogden Avenue, Hinsdale, Illinois (the "Subject Property"), in the O-2 Limited Office Zoning District, was filed by Petitioner LaMantia Design & Construction Company (the "Applicant") with the Village of Hinsdale; and

WHEREAS, design work and other office-type functions incidental to a home or office remodeling business, and showrooms for such businesses, are special uses in the O-2 Limited Office Zoning District pursuant to Section 6-106 of the Hinsdale Zoning Code ("Zoning Code"); and

WHEREAS, the Subject Property is legally described in **Exhibit A** attached hereto and made a part hereof; and

WHEREAS, the Application has been referred to the Plan Commission of the Village and has been processed in accordance with the Zoning Code, as amended; and

WHEREAS, on December 9, 2015, the Plan Commission held a public hearing on the Application pursuant to notice thereof properly published in *The Hinsdalean*, and, after considering all of the testimony and evidence presented at the public hearing, recommended approval of the Application by a vote of 7 in favor, 0 against and 2 absent, subject to certain conditions, as set forth below, all as set forth in the Plan Commission's Findings and Recommendation for Plan Commission Case No. A-35-2015 ("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 of the Village have duly considered the Findings and Recommendation of the Plan Commission, and all of the materials, facts and circumstances affecting the Application, and find that the Application, with the conditions specified below, satisfies the standards set forth in Section 11-602 of the Zoning Code relating to special use permits.

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: Incorporation. Each whereas paragraph set forth above is incorporated by reference into this Section 1.

Section 2: Approval of Special Uses for a Business Performing Design Work for Home or Office Remodeling and for an Accompanying Showroom. The President and Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and the Zoning Code, hereby approves special use permits for the establishment of a business performing design work and other office-type functions incidental to a home or office remodeling business, and for an accompanying showroom, in the O-2 Limited Office Zoning District on the Subject Property located at 20 E. Ogden Avenue, Hinsdale, Illinois, legally described in **Exhibit A**. The approved special use authorizes only design work and other office-type functions, and specifically excludes any non-office-type functions, such as retail sales, assembly, warehousing of materials, and manufacturing on the premises. The showroom special use does not authorize the making of any retail sales on the premises.

Section 3: 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 the immediate rescission by the Board of Trustees of the approvals made in this Ordinance.

Section 4: 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 5: Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

PASSED this _____ day of _____ 2016.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this _____ day of _____, 2016, 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: _____, 2016

EXHIBIT A

PART OF THE PROPERTY KNOWN AS THE OLD FULLERSBURG SCHOOL PROPERTY, BEING A PART OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS: COMMENCING ON THE SOUTH LINE OF MAIN STREET (NOW OGDEN AVENUE, UNITED STATES ROUTE 34) 60 LINKS (39.6 FEET) WESTERLY FROM THE NORTHWEST CORNER OF BLOCK 3 IN FULLERSBURG; THENCE RUNNING SOUTH 56 DEGREES 45 MINUTES WEST, A DISTANCE OF 229.35 FEET MEASURED TO THE NORTHEAST CORNER OF BLOCK 1 IN STUTENROTH'S ADDITION TO HINSDALE; THENCE SOUTH 18 DEGREES 12 MINUTES EAST ALONG THE SAID EAST LINE OF BLOCK 1 IN STUTENROTH'S ADDITION TO HINSDALE, A DISTANCE OF 240.7 FEET; THENCE NORTHEASTERLY NORTH 64 DEGREES 27 MINUTES EAST, A DISTANCE OF 124.4 FEET MEASURED TO THE WEST LINE OF NEWBERRY AVENUE (NOW GARFIELD AVENUE) FULLERSBURG; THENCE NORTH ALONG THE WEST LINE OF NEWBERRY AVENUE (NOW GARFIELD AVENUE) A DISTANCE OF 300.6 FEET TO THE POINT OF BEGINNING, (EXCEPT THAT PART DESCRIBED AS FOLLOWS: TO WIT; COMMENCING ON THE SOUTH LINE OF MAIN STREET (NOW OGDEN AVENUE, UNITED STATES ROUTE 34) 60 LINKS (39.6 FEET) WESTERLY FROM THE NORTH WEST CORNER OF BLOCK 3 IN FULLERSBURG; THENCE RUNNING SOUTH 56 DEGREES 45 MINUTES WEST A DISTANCE OF 209.35 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING SOUTH 56 DEGREES 45 MINUTES WEST A DISTANCE OF 20 FEET MEASURED TO THE NORTHEAST CORNER OF BLOCK 1 IN STUTENROTH'S ADDITION TO HINSDALE; THENCE SOUTH 18 DEGREES 12 MINUTES EAST ALONG THE EAST LINE OF SAID BLOCK 1 IN STUTENROTH'S ADDITION TO HINSDALE, A DISTANCE OF 240.7 FEET; THENCE NORTH 13 DEGREES 35 MINUTES WEST TO THE POINT OF BEGINNING), IN DUPAGE COUNTY, ILLINOIS.

P.I.N. 09-01-120-003

COMMONLY KNOWN AS: 20 E. OGDEN AVENUE, HINSDALE, IL 60521

EXHIBIT B

**FINDINGS AND RECOMMENDATION
(ATTACHED)**



**COMMUNITY DEVELOPMENT
DEPARTMENT
ZONING CODE TEXT AND MAP
AMENDMENT APPLICATION**

Must be accompanied by completed Plan Commission Application

Is this a: Map Amendment ☐ Text Amendment ☒

Address of the subject property 20 East Ogden, Hinsdale, IL

Description of the proposed request: Text Amendment to Hinsdale Village Code, Title 6, Sec. 6-103: Permitted Uses: E. Services: 14. Interior design and Decorating Services -- to include Showroom

REVIEW CRITERIA

Section 11-601 of the Hinsdale Zoning Code regulates Amendments. The amendment process established is intended to provide a means for making changes in the text of the Zoning Code and in the zoning map that have more or less general significance or application. It is not intended to relieve particular hardships nor to confer special privileges or rights. Rather, it is intended as a tool to adjust the provisions of the Zoning Code and the zoning map in light of changing, newly discovered, or newly important conditions, situations, or knowledge. The wisdom of amending the text of the Zoning Code is a matter committed to the sound legislative discretion of the Board of Trustees and is not dictated by any set standard. However, in determining whether a proposed amendment should be granted or denied the Board of Trustees should be guided by the principle that its power to amend this Code is not an arbitrary one but one that may be exercised only when the public good demands or requires the amendment to be made. In considering whether that principle is satisfied in any particular case, the Board of Trustees should weigh, among other factors, the below criteria.

Below are the 14 standards for amendments that will be the criteria used by the Plan Commission and Board of Trustees in determining the merits of this application. Please respond to each standard as it relates to the application. Please use an additional sheet of paper to respond to questions if needed. If the standard is not applicable, please mark N/A.

1. The consistency of the proposed amendment with the purpose of this Code.
See Attached Rider, Par. 1.
2. The existing uses and zoning classifications for properties in the vicinity of the subject property.
See Attached Rider, Par. 2.
3. The trend of development in the vicinity of the subject property, including changes, if any, such trend since the subject property was placed in its present zoning classification.
See Attached Rider, Par. 3.

4. The extent, if any, to which the value of the subject property is diminished by the existing zoning classification applicable to it.

See Attached Rider, Par. 4.

5. The extent to which any such diminution in value is offset by an increase in the public health, safety, and welfare.

See Attached Rider, Par. 5.

6. The extent, if any, to which the use and enjoyment of adjacent properties would be affected by the proposed amendment.

See Attached Rider, Par. 6.

7. The extent, if any, to which the value of adjacent properties would be affected by the proposed amendment.

See Attached Rider, Par. 7.

8. The extent, if any, to which the future orderly development of adjacent properties would be affected by the proposed amendment.

See Attached Rider, Par. 8.

9. The suitability of the subject property for uses permitted or permissible under its present zoning classification.

See Attached Rider, Par. 9.

10. The availability of adequate ingress to and egress from the subject property and the extent to which traffic conditions in the immediate vicinity of the subject property would be affected by the proposed amendment.

See Attached Rider, Par. 10.

11. The availability of adequate utilities and essential public services to the subject property to accommodate the uses permitted or permissible under the present zoning classification.

See Attached Rider, Par. 11.

12. The length of time, if any, that the subject property has been vacant, considered in the context of the pace of development in the vicinity of the subject property.

See Attached Rider, Par. 12.

13. The community need for the proposed amendment and for the uses and development it would allow.

See Attached Rider, Par. 13.

14. The reasons, where relevant, why the subject property should be established as part of an overlay district and the positive and negative effects such establishment could be expected to have on persons residing in the area.

See Attached Rider, Par. 14.

**Rider to
Text Amendment Application
Title 6, Sec. 6-103:
Permitted Uses: E. Services: 14. Interior design and Decorating Services**

1. The consistency of the proposed amendment with the purpose of this Code.

The current text states: Hinsdale Village Code, Title 6, Sec. 6-103: Permitted Uses: E. Services: 14. Interior design and decorating Services (7389), but not including painters and paperhangers or showrooms or retail sales on the premises.

Applicant/Purchaser requests a text amendment to state: "Interior design *and remodeling* and decorating services *including showrooms* but not including painters and paperhangers or showrooms or retail sales on the premises."

The office districts accommodate a range of suburban office space alternatives in keeping with the residential and local business atmosphere in the village.

The requested Text Amendment of the O-2 District meets the general needs of businesses and is compatible with the needs of Sec. 6-101.

The Text Amendment would permit a showroom within the premises adjacent to office and conference rooms for purposes of displaying kitchen cabinetry and related products. No products are sold retail. No products will be warehoused or fabricated on site. The building is setback from Ogden Avenue and therefore the proposed Showroom will have limited if any street visibility.

The subject site is an existing one-story split-level office building West of York Road on the South side of Ogden Avenue. It is currently owner-occupied. It has been primarily leased by medical practitioners to medical practitioners. The owner-seller, including Dr. Helge Frank, states that a majority of the building has been vacant for almost two years.

Adjacent property to the North across Ogden includes a gas station, office buildings, and residential. To the East there is a variety of retail, commercial and office business. The adjacent property to the West is zoned O-2. The adjacent property to the South is zoned R-4.

The O-2 limited office district is designed to provide for the general needs of business and professional offices and related business uses on smaller sites in scattered areas throughout the village. Bulk and height regulations encourage development that is architecturally consistent with smaller sites and compatible with nearby residential uses.

Upon purchase, the site will be owner-occupied. Applicant/Purchaser intends to maintain and enhance the existing architecturally consistent and compatible structure and landscaping. The requested Text Amendment will have no negative impact on the surrounding properties, but rather will upgrade and enhance the existing building and exterior site features.

2. The existing uses and zoning classifications for properties in the vicinity of the subject property.

The Text Amendment would allow flexible office use and other existing uses in the area, including similar to the substantially similar office and showroom to the East of York Road, except that Applicant's showroom would be far less visible than that of the substantially similar office to the East of York Road.

To the East of York Road are a grocery store, car dealerships, rug cleaners, a bank, and insurance company, a wellness clinic, a shredding company, a medical office, and a gas station. From York Road west to the subject premises there is a donut shop, a tire shop, an office building with various businesses including a construction company, and a retail audio store. To the North of Ogden is gas station, office buildings and residential. To the South of the premises is residential. To the West of the premises is a parcel zoned O-2 and then residential.

3. The trend of development in the vicinity of the subject property, including changes, if any, such trend since the subject property was placed in its present zoning classification.

See 2 above. The trend of development is various forms of flexible office and other business uses, some retail. The text amendment is consistent with the trend including the fact that, among other varied businesses, East of Ogden is a substantially similar business.

4. The extent, if any, to which the value of the subject property is diminished by the existing zoning classification applicable to it.

The subject property has been mostly vacant for almost two (2) years. Its tenants were/are medical practices. Because of substantial additional construction and new construction in the vicinity, medical practitioners are moving into larger medical parties or larger medical practitioner use buildings. The current owners, doctors, have been unable to lease and/or sell the building to other medical practitioners.

The value of the subject property is diminished by the existing O-2 classification in that it inhibits office use flexibility including as here non-over-the-counter product display which is incidental to sales functionality.

5. The extent to which any such diminution in value is offset by an increase in the public health, safety, and welfare.

The purchaser intends to renovate and upgrade the exterior, interior, parking lot and landscaping, and thereby enhance the site. Further, there will be sales tax revenue which currently does not exist from the site.

There would be no emissions, no noxious odors; no off-street parking; no change in the character of the general office use of the site.

6. The extent, if any, to which the use and enjoyment of adjacent properties would be affected by the proposed amendment.

There should be no negative affect to adjacent properties. Rather, the text amendment will enhance the ability for the mostly empty building to be sold for

office use. It will have no effect on the use and enjoyment of adjacent property owners. The building is setback from Ogden. The proposed Showroom is thus also setback and with limited effect upon adjacent property owners across Ogden Avenue to the North.

Further, the exterior and landscaping upgrades and enhancements will increase the visible enjoyment of the premises.

7. The extent, if any, to which the value of adjacent properties would be affected by the proposed amendment.

There should be no negative affect to the value of the adjacent properties. Further, the exterior and landscaping upgrades and enhancements will increase the visual appeal of the premises.

8. The extent, if any, to which the future orderly development of adjacent properties would be affected by the proposed amendment.

This is not applicable to the Application.

9. The suitability of the subject property for uses permitted or permissible under its present zoning classification.

In office sales will be the primary function of the Applicant/Purchaser. The showroom is an integral part of the office and conference setting for those sales.

Among other uses, the site is presently zoned for: "Interior design and decorating services (7389), but not including painters and paperhangers or showrooms or retail sales on the premises." Essentially, the purchaser will be using offices and conference rooms to sell design and installation services for kitchen and

other interior remodeling. The Showroom is ancillary to its central function and is used to display and demonstrate the type of products being offered.

The products are shipped from an off-site facility directly to the home-sites being remodeled, and are not sold "over-the-counter." No product will be fabricated or warehoused at the site. Product will be shipped direct from the manufacturer to the remodeling customer. There will be limited if any retail out-the-door sales on the premises; except for the occasional pick-up of a handle, drawer stop and the like.

By comparison, there is a retail over-the-counter audio business with Showroom just to the East of the subject site within the same O-2 district.

10. The availability of adequate ingress to and egress from the subject property and the extent to which traffic conditions in the immediate vicinity of the subject property would be affected by the proposed amendment.

Most business is conducted via appointment and telephone. There is limited walk-in business. There exists a wide entry point for ingress to and egress from a large parking lot and code-sufficient outdoor parking to the North, East and Northeast of the existing building. The text amendment in and of itself will not impact ingress and egress, nor traffic conditions in the immediate vicinity any more than other current use of the site medical patients.

11. The availability of adequate utilities and essential public services to the subject property to accommodate the uses permitted or permissible under the present zoning classification.

The existing building has adequate utilities and essential public services to accommodate the uses permitted or permissible under the present zoning classification.

12. The length of time, if any, that the subject property has been vacant, considered in the context of the pace of development in the vicinity of the subject property.

The facility has been more than fifty percent (50%) vacant for almost two (2) year, resulting from the consolidation and physical move of a medical practice. There is a single smaller medical practice tenant that will vacate when the sale is closed.

There are new major medical facilities being constructed and/or remodeled within one mile and primarily to the East of the site. On information and belief from the Seller, Dr. Helge Frank, medical groups would not purchase such a small facility. Seller has also been unable to find replacements tenants.

13. The community need for the proposed amendment and for the uses and development it would allow.

a. Like the substantially similar business located on Ogden Avenue just East of York Road, the Applicant/Purchaser has done and continues to do business with Hinsdale residents and residents in the surrounding communities.

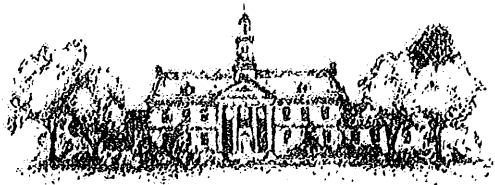
b. Where the site occupants currently do not pay sales tax to any material degree, the proposed amendment will allow a sales tax paying occupant to display its products to existing and prospective Hinsdale and other area customers.

c. The amendment will allow the Applicant/Purchaser to move his office closer to his customer base for his and their mutual benefit. The purchaser intends to enhance the exterior look of the building, parking lot and landscaping.

14. The reasons, where relevant, why the subject property should be established as part of an overlay district and the positive and negative effects such establishment could be expected to have on persons residing in the area.

The proposed text amendment intends to maintain current codes while addressing a special need that has minimal if any impact to the surrounding properties and the permitted uses, while providing business opportunity consistent with the needs of the community.

Ingress and egress will not be materially greater than the current medical practitioner use when the site was fully occupied. There is more than code-required on-site parking.



**VILLAGE
OF HINSDALE** FOUNDED IN 1873

**VILLAGE OF HINSDALE
COMMUNITY DEVELOPMENT
DEPARTMENT**

PLAN COMMISSION APPLICATION

I. GENERAL INFORMATION

Applicant
Name: <u>Anthony LaMantia</u>
Address: <u>9100 Ogden Ave.</u>
City/Zip: <u>Brookfield, IL 60513</u>
Phone/Fax: (<u>708</u>) <u>387</u> / <u>9900</u>
E-Mail: _____

Owner
Name: <u>Same</u>
Address: _____
City/Zip: _____
Phone/Fax: (____) _____ / _____
E-Mail: _____

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

Name: <u>Peter F. Tromp</u>
Title: <u>Principal, Tromp Architects</u>
Address: <u>4711 Willow Springs Rd., Ste. 8</u>
City/Zip: <u>La Grange, IL 60525</u>
Phone/Fax: (<u>708</u>) <u>588-1956</u> / _____
E-Mail: <u>tromparchitects@sbcglobal.net</u>

Name: <u>Nicholas F. Esposito</u>
Title: <u>Partner, Esposito & Staubus LLP</u>
Address: <u>7055 Veterans Blvd., Unit B</u>
City/Zip: <u>Burr Ridge, IL 60527</u>
Phone/Fax: (<u>630</u>) <u>323-5310</u> / _____
E-Mail: <u>nfe@eslaw500.com</u>

<p>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)</p> <p>1) <u>None</u></p> <p>2) _____</p> <p>3) _____</p>

II. SITE INFORMATION

Address of subject property: 20 East Ogden Avenue, Hinsdale, IL

Property identification number (P.I.N. or tax number): 09 - 01 - 120 - 003

Brief description of proposed project: Purchase and Renovation of Existing Office Building and Landscaping

with no building additions or other structural improvements. Purchaser to retain the office use for purposes of display and sale of

remodeling and home improvement services in the greater Hinsdale area. The site will be owner-occupied.

General description or characteristics of the site: The site is a mostly vacant medical practice office building.

There is one medical practice tenant. The site contains an underground garage and ample exterior code-compliant parking.

The site has an existing exterior handicap ramp.

Existing zoning and land use: O-2 Office

Surrounding zoning and existing land uses:

North: O-2 Office and R-4 Residential (across Ogden Ave.)

South: R-4 Residential

East: O-2 Office

West: O-2 Office

Proposed zoning and land use: O-2 E.14. Office - Interior Design Services (with Showroom)

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: Text Amendment

☐ Planned Development 11-603E

☐ Development in the B-2 Central Business District Questionnaire

TABLE OF COMPLIANCE

Address of subject property: 20 East Ogden, Hinsdale

The following table is based on the O-2 Zoning District.

	Minimum Code Requirements	Proposed/Existing Development
Minimum Lot Area (s.f.)	25,000 S.F.	40,902 S.F.
Minimum Lot Depth	125 FT.	250 FT.
Minimum Lot Width	100 FT.	201.7 FT.
Building Height	40 FT.	22 FT.
Number of Stories	3	1
Front Yard Setback	25 FT.	79.9 FT.
Corner Side Yard Setback	N/A	N/A
Interior Side Yard Setback	10 FT./10 FT.	14.4 FT./24.6 FT.
Rear Yard Setback	20 FT.	36.9 FT.
Maximum Floor Area Ratio (F.A.R.)*	20,451 S.F. (50%)	13,617 S.F.
Maximum Total Building Coverage*	N/A	N/A
Maximum Total Lot Coverage*	32,721.6 S.F. (80%)	23,425 S.F.
Parking Requirements	33 STALLS	33 STALLS
Parking front yard setback	25 FT.	32 FT.
Parking corner side yard setback	N/A	N/A
Parking interior side yard setback	N/A	N/A
Parking rear yard setback	N/A	N/A
Loading Requirements	1	1
Accessory Structure Information	N/A	N/A

* Must provide actual square footage number and percentage.

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

CERTIFICATION

The Applicant certifies and acknowledges and agrees that:

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

On the 30th day of September, 2015, I/We have read the above certification, understand it, and agree to abide by its conditions.

Anthony LaMantia
Signature of applicant or authorized agent

ANTHONY LAMANTIA
Name of applicant or authorized agent

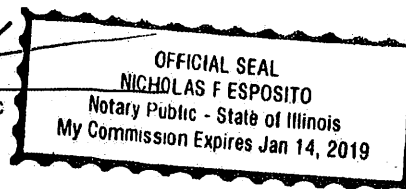
Signature of applicant or authorized agent

Name of applicant or authorized agent

SUBSCRIBED AND SWORN
to before me this 30th day of
September, 2015.

Nicholas F. Esposito
Notary Public

4



VILLAGE OF HINSDALE

CERTIFICATION OF PROPER NOTICE

REGARDING APPLICATION FOR PUBLIC HEARINGS AND
MEETINGS

I, Marianne Toppo, being first duly sworn on oath, do hereby
certify that I caused written notice of the filing of my application for a public hearing and or meeting to
be given to owners of record of property within 250 feet of any part of the subject property. I further
certify that I gave such notice in the form required by the Village (Certified Mail) and that I gave such
notice on November 17, 2015.

Attached is a list of all of the addresses of property to whom I gave such notice and the
receipts of mailings.

By: Exposito & Staubus LLP

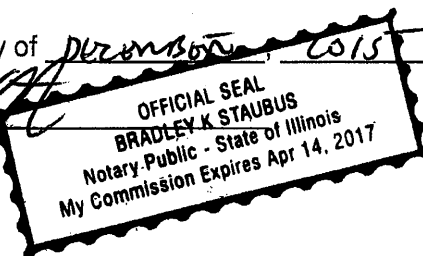
Name: Marianne Toppo

Address: 7055 Veterans Blvd, Unit B, Burr Ridge

Subscribed and sworn to before me

This 2nd day of December, 2015

By: [Signature]
Notary Public



VILLAGE OF HINSDALE

NOTICE OF PLAN COMMISSION PUBLIC MEETING

PUBLIC NOTICE IS HEREBY GIVEN to all persons that the Village of Hinsdale Plan Commission shall conduct a public meeting on Wednesday, December 9, 2015 at 7:30 p.m. in the Memorial Building, 19 East Chicago Avenue, Hinsdale, Illinois for the purpose of considering an application for a text amendment to allow showrooms in the O-2 District Limited Office District as a Permitted Use OR Special Use. Currently, the Zoning Code only allows interior design and decorating services, but no showrooms.

The applicant is proposing to add "Remodeling" services and allowing showrooms for "Interior Design, Remodeling and Decorating Services" to Section 6-103(E)(14) in the Zoning Code O-2 Districts. This application can be referred to as A-35-2015.

The petitioner is: Nicholas Esposito, Esposito & Staubus LLP, on behalf of Anthony LaMantia. Copies of documents relating to the proposed request are on file and available for public inspection during regular Village business hours in the Memorial Building, 19 East Chicago Avenue, Hinsdale, Illinois.

The common address is 20 E. Ogden and legally described as follows:

PART OF THE PROPERTY KNOWN AS THE OLD FULLERSBURG SCHOOL PROPERTY, BEING A PART OF THE NORTH WEST 1/4 OF SECTION 1, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS: COMMENCING ON THE SOUTH LINE OF MAIN STREET (NOW OGDEN AVENUE, UNITED STATES ROUTE 34) 60 LINKS (39.6 FEET) WESTERLY FROM THE NORTH WEST CORNER OF BLOCK 3 IN FULLERSBURG: THENCE RUNNING SOUTH 56 DEGREES 45 MINUTES WEST, A DISTANCE OF 229.35 FEET "MEASURED TO THE NORTH EAST CORNER OF BLOCK 1 IN STUTENROTH'S ADDITION TO HINSDALE; THENCE SOUTH 18 DEGREES 12 MINUTES EAST ALONG THE SAID EAST LINE OF BLOCK 1 IN STUTENROTH'S ADDITION TO HINSDALE, A DISTANCE OF 240.7 FEET; THENCE NORTHEASTERLY NORTH 64 DEGREES 27 MINUTES EAST, A DISTANCE OF 124.4 FEET MEASURED TO THE WEST LINE OF NEWBERRY AVENUE (NOW GARFIELD AVENUE) FULLERSBURG; THENCE NORTH ALONG THE WEST LINE OF NEWBERRY AVENUE (NOW GARFIELD AVENUE) A DISTANCE OF 300.6 FEET TO THE POINT OF BEGINNING, (EXCEPT THAT PART DESCRIBED AS FOLLOWS: TO WIT; COMMENCING ON THE SOUTH LINE OF MAIN STREET (NOW OGDEN AVENUE, UNITED STATES ROUTE 34) 60 LINKS (39.6 FEET) WESTERLY FROM THE NORTH WEST CORNER OF BLOCK 3 IN FULLERSBURG; THENCE RUNNING SOUTH 56 DEGREES 45 MINUTES WEST A DISTANCE OF 209.35 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING SOUTH 56 DEGREES 45 MINUTES WEST A DISTANCE OF 20 FEET MEASURED TO THE NORTH EAST CORNER OF BLOCK 1 IN STUTENROTH'S ADDITION TO HINSDALE; THENCE SOUTH 18 DEGREES 12 MINUTES EAST ALONG THE EAST LINE OF SAID BLOCK 1 IN STUTENROTH'S ADDITION TO HINSDALE, A DISTANCE OF 240.7 FEET; THENCE NORTH 13 DEGREES 35 MINUTES WEST TO THE POINT OF BEGINNING), IN DUPAGE COUNTY, ILLINOIS.

P.I.N. 09-01-120-003

COMMONLY KNOWN AS: 20 E. OGDEN AVENUE
HINSDALE, IL 60521

At said public meeting, the Plan Commission shall accept all testimony and evidence pertaining to said application and shall consider any and all possible zoning actions, including the granting of any necessary special permits, variations, other special approvals, or amendments to the Zoning Code that may be necessary or convenient to permit development of the proposed type at the described property. All interested persons are invited to attend and be heard.

Dated: November 16, 2015

Christine M. Bruton, Village Clerk

To be Published in the Hinsdalean on November 19, 2015

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: Anthony LaMantia

Owner's name (if different): Same

Property address: 20 East Ogden, Hinsdale, IL

Property legal description: [attach to this form]

Present zoning classification: O-2, Limited Office District

Square footage of property: 40,902 SF

Lot area per dwelling: N/A

Lot dimensions: 209 x 299

Current use of property: Offices for Interior Design Services & Kitchen Showroom

Proposed use: ☐ Single-family detached dwelling
☒ Other: Office/Kitchen Showroom

Approval sought: ☐ Building Permit ☐ Variation
☐ Special Use Permit ☐ Planned Development
☐ Site Plan ☐ Exterior Appearance
☐ Design Review
☒ Other: O-2 Text Amendment to Allow Showroom

Brief description of request and proposal:

Site purchaser seeks text amendment to allow kitchen showroom along with offices/conference rooms

Plans & Specifications: [submit with this form]

Provided: Required by Code:

Yards:

front:	<u>79.9'</u>	<u>25'</u>
interior side(s)	<u>14.4' / 24.6'</u>	<u>10' / 10'</u>

Provided:

Required by Code:

corner side	<u>N/A</u>	<u>N/A</u>
rear	<u>36.9'</u>	<u>20'</u>
Setbacks (businesses and offices):		
front:	<u>79.9'</u>	<u>25'</u>
interior side(s)	<u>14.4' / 24.6'</u>	<u>10' / 10'</u>
corner side	<u>N/A</u>	<u>N/A</u>
rear	<u>36.9'</u>	<u>20'</u>
others:	<u>N/A</u>	<u>N/A</u>
Ogden Ave. Center:	<u>112.9'</u>	<u>100</u>
York Rd. Center:	<u>N/A</u>	<u>N/A</u>
Forest Preserve:	<u>N/A</u>	<u>N/A</u>
Building heights:		
principal building(s):	<u>22'</u>	<u>40' or 3 st.</u>
accessory building(s):	<u>N/A</u>	<u>15'</u>
Maximum Elevations:		
principal building(s):	<u>22'</u>	<u>40' or 3 st.</u>
accessory building(s):	<u>N/A</u>	<u>15'</u>
Dwelling unit size(s):	<u>N/A</u>	<u>N/A</u>
Total building coverage:	<u>N/A</u>	<u>N/A</u>
Total lot coverage:	<u>23,425 SF</u>	<u>32,721.6 S</u>
Floor area ratio:	<u>13,617 SF</u>	<u>20,451 SF</u>
Accessory building(s):	<u>N/A</u>	

Spacing between buildings:[depict on attached plans]

principal building(s):	<u>N/A</u>	<u> </u>	<u> </u>
accessory building(s):	<u>N/A</u>	<u> </u>	<u> </u>

Number of off-street parking spaces required: 33

Number of loading spaces required: 1

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

Anthony LaMantia
Applicant's printed name

Dated: 9/30, 2015.

09/17/2015



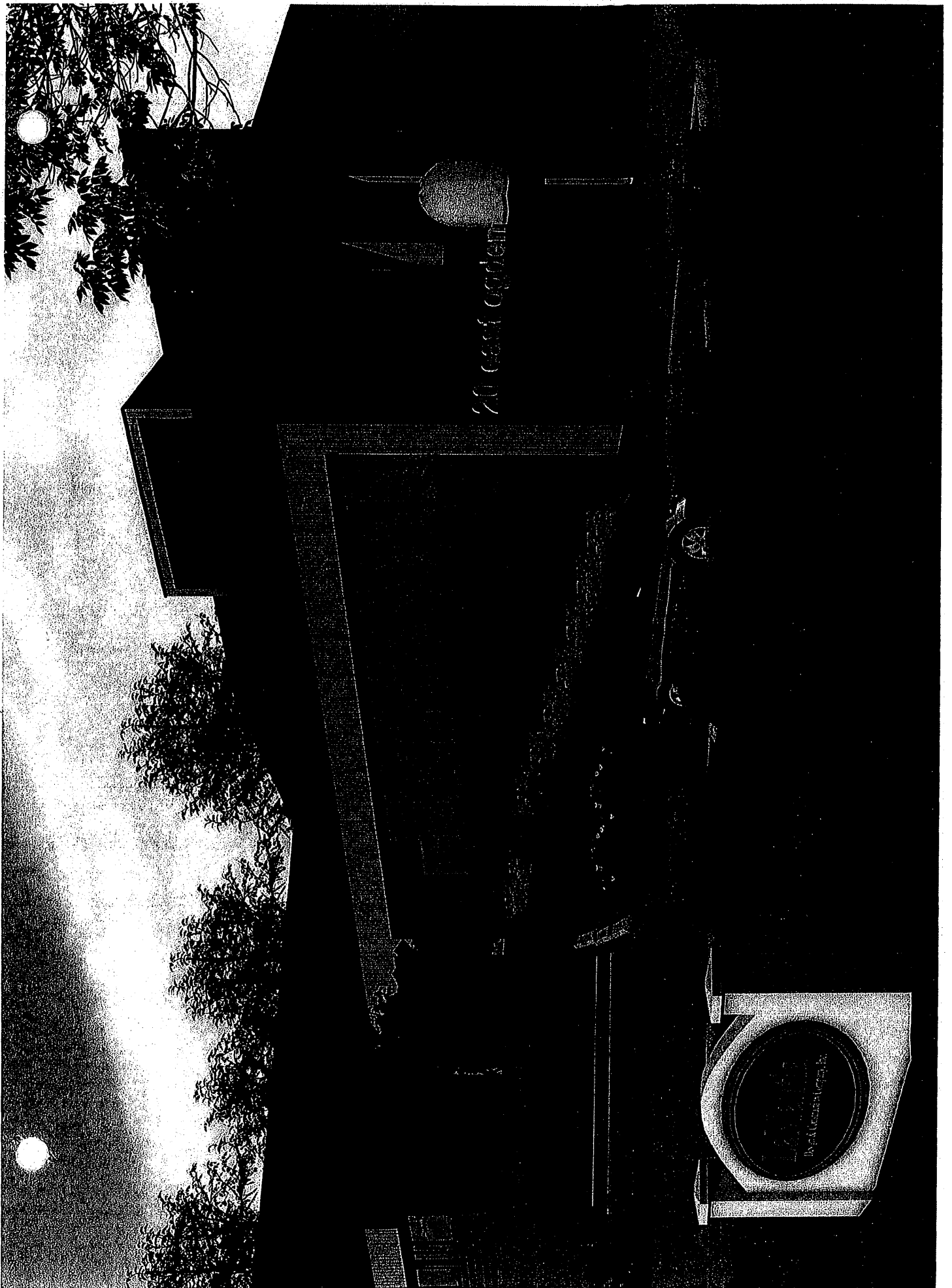
Highgate Meadows

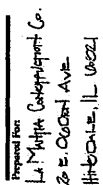
09/17/2015



09/17/2015

09/17/2015





Plat of Survey

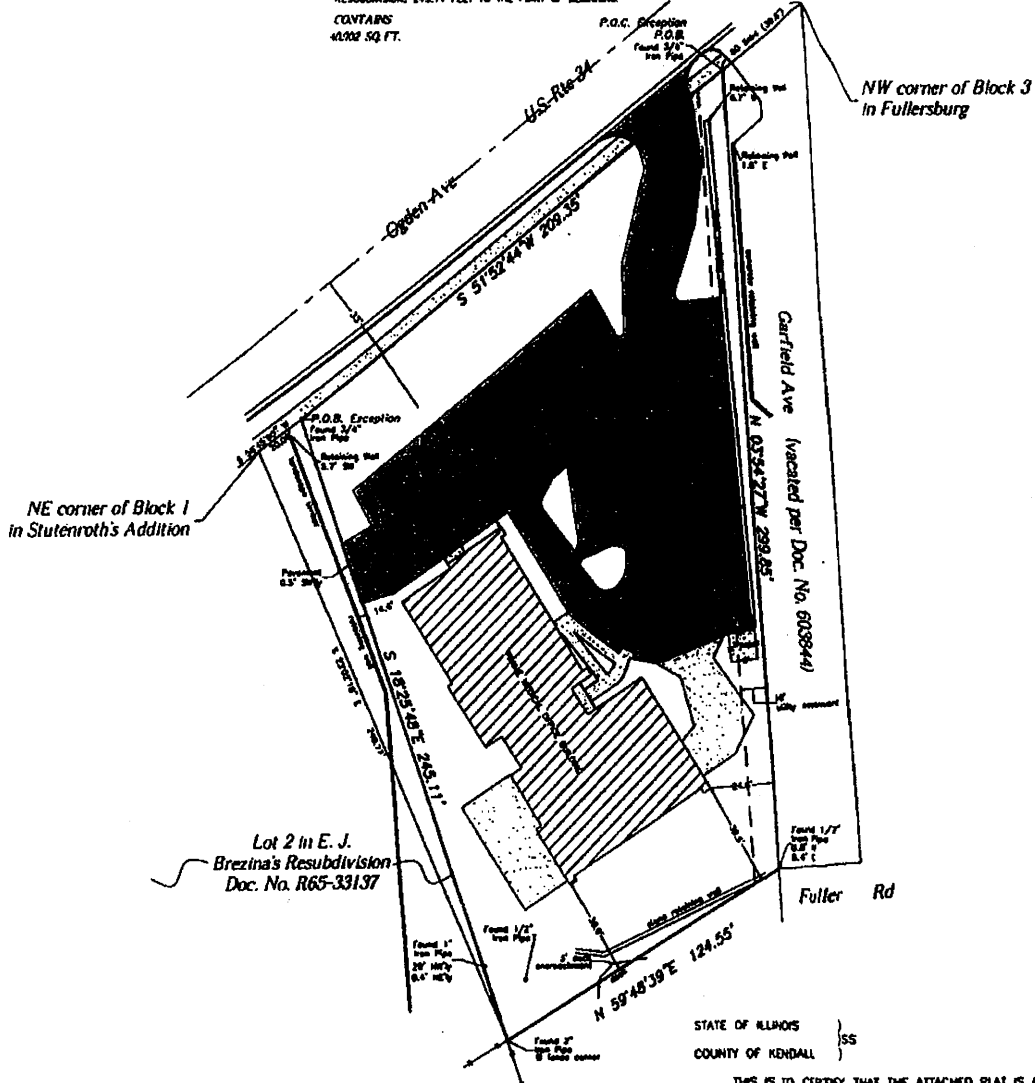
THAT PART OF THE PROPERTY KNOWN AS THE OLD FULLERSBURG SCHOOL PROPERTY, BEING PART OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 36 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN IN DUNDEE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIPE FOUND ON THE SOUTHERLY RIGHT-OF-WAY LINE OF OGDEN AVENUE, U.S. ROUTE 34 (MAIN STREET), SAID POINT OF BEGINNING BEING 80 LINKS SOUTHWESTERLY OF THE NORTHWEST CORNER OF BLOCK 3 IN FULLERSBURG; THENCE SOUTH $57^{\circ}52'44''$ WEST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 208.35 FEET TO AN IRON PIPE FOUND AT THE NORTHEAST CORNER OF LOT 2 IN E. J. BREZINA'S RESUBDIVISION OF LOTS 1, 2, AND 3 IN BLOCK 1 OF WARREN'S RESUBDIVISION OF STUTENROTH'S ADDITION TO HINSDALE; SAID BREZINA'S RESUBDIVISION BEING RECORDED AS DOCUMENT NUMBER 603844; THENCE SOUTH $59^{\circ}48'39''$ WEST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 20.00 FEET TO THE NORTHEAST CORNER OF BLOCK 1 IN SAID STUTENROTH'S ADDITION TO HINSDALE; SAID POINT BEING 288.85 FEET SOUTHWESTERLY OF SAID NORTHWEST CORNER OF BLOCK 3 IN FULLERSBURG AS MEASURED ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE; THENCE SOUTH $27^{\circ}02'10''$ EAST, ALONG THE EAST LINE OF SAID BLOCK 1 IN STUTENROTH'S ADDITION TO HINSDALE, 245.11 FEET, TO AN IRON PIPE FOUND IN THE SOUTHEAST CORNER OF SAID LOT 2 IN E. J. BREZINA'S RESUBDIVISION; THENCE NORTH $59^{\circ}48'39''$ EAST, 124.55 FEET, TO AN IRON PIPE FOUND IN THE WEST RIGHT-OF-WAY OF VACATED GARFIELD AVENUE (FORMERLY NEWBERRY AVENUE), VACATED PER DECREE NUMBER 603844; THENCE NORTH $57^{\circ}52'44''$ WEST, ALONG SAID WEST RIGHT-OF-WAY LINE, 299.85 FEET TO SAID POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PART DESCRIBED AS FOLLOWS:

COMMENCING AT SAID IRON PIPE FOUND ON THE SOUTHERLY RIGHT-OF-WAY LINE OF OGDEN AVENUE, U.S. ROUTE 34 (MAIN STREET), SAID POINT OF COMMENCEMENT BEING 80 LINKS SOUTHWESTERLY OF SAID NORTHWEST CORNER OF BLOCK 3 IN FULLERSBURG; THENCE SOUTH $57^{\circ}52'44''$ WEST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 208.35 FEET TO THE POINT OF BEGINNING AT SAID IRON PIPE FOUND ON THE NORTHEAST CORNER OF LOT 2 IN E. J. BREZINA'S RESUBDIVISION; THENCE SOUTH $59^{\circ}48'39''$ WEST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 20.00 FEET TO SAID NORTHWEST CORNER OF BLOCK 1 IN STUTENROTH'S ADDITION TO HINSDALE; THENCE SOUTH $27^{\circ}02'10''$ EAST, ALONG SAID EAST LINE, 245.11 FEET TO SAID IRON PIPE FOUND AT THE SOUTHEAST CORNER OF LOT 2 IN E. J. BREZINA'S RESUBDIVISION; THENCE NORTH $59^{\circ}48'39''$ EAST, ALONG THE EAST LINE OF SAID LOT 2 IN E. J. BREZINA'S RESUBDIVISION, 245.11 FEET TO THE POINT OF BEGINNING.

CONTAINS
40,002 SQ. FT.



STATE OF ILLINOIS
COUNTY OF KENDALL

THIS IS TO CERTIFY THAT THE ATTACHED PLAT IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY I HAVE MADE OF PROPERTY HEREON SHOWN AND DESCRIBED. ALL DISTANCES SHOWN IN FEET AND DECIMALS THEREOF. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.
WITNESS MY HAND AND SEAL AT OSWEGO, ILLINOIS THIS 29TH DAY OF SEPTEMBER, 2014.

LESLIE AARON DOOGS
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3833
LICENSE EXPIRATION DATE: NOVEMBER 30TH, 2014

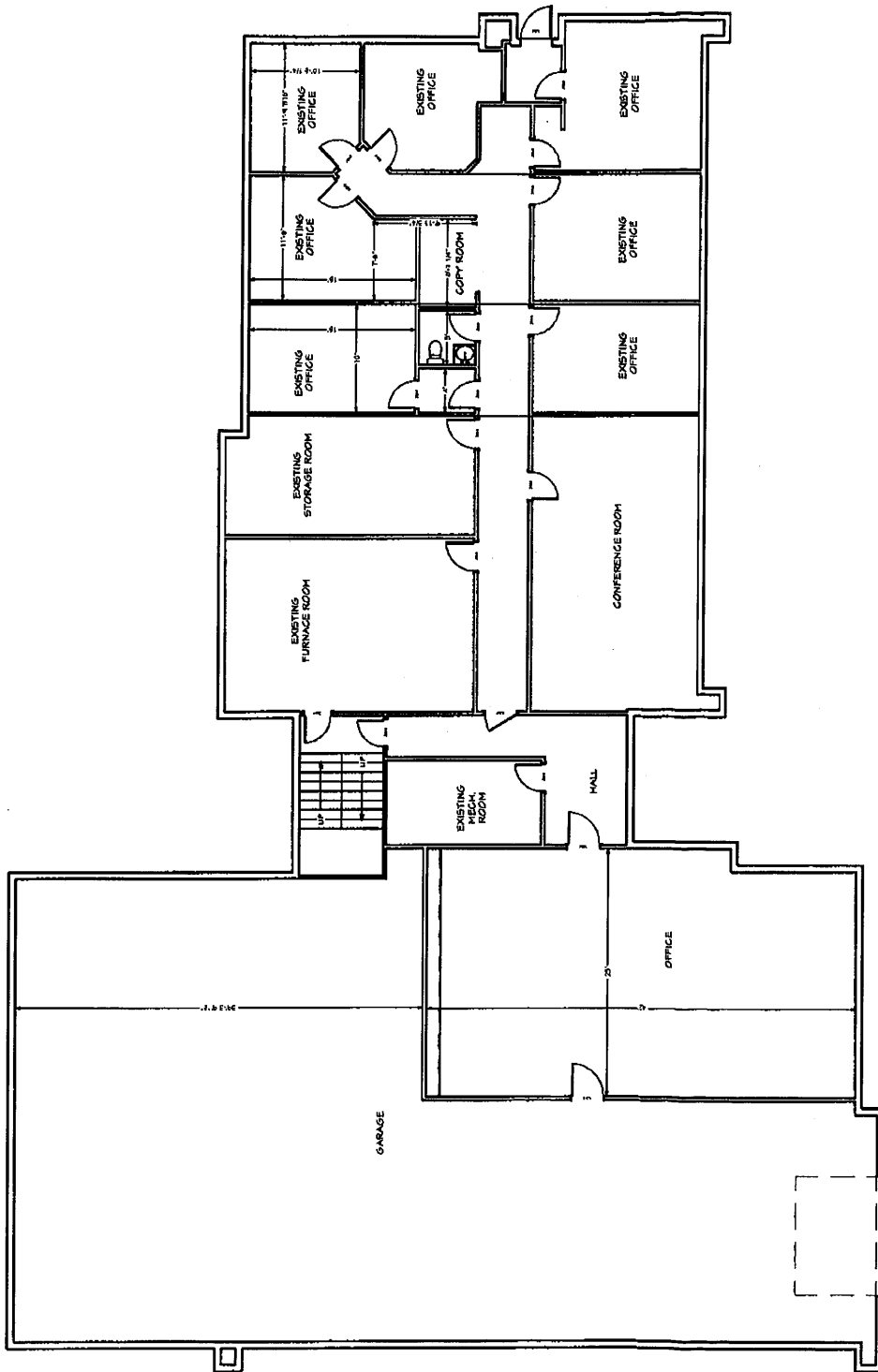
NOTE:
Legal Description, and Utility Easement, are shown hereon per the Plat of Survey by Bollinger, Luch, and Associates, Inc., dated July 1983. The surveyor has not been provided a title commitment and this plat does not represent a full title search.

11/1/2014
11/1/2014
11/1/2014

0.000 in. map units

10.0000

Approved:
Date:



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

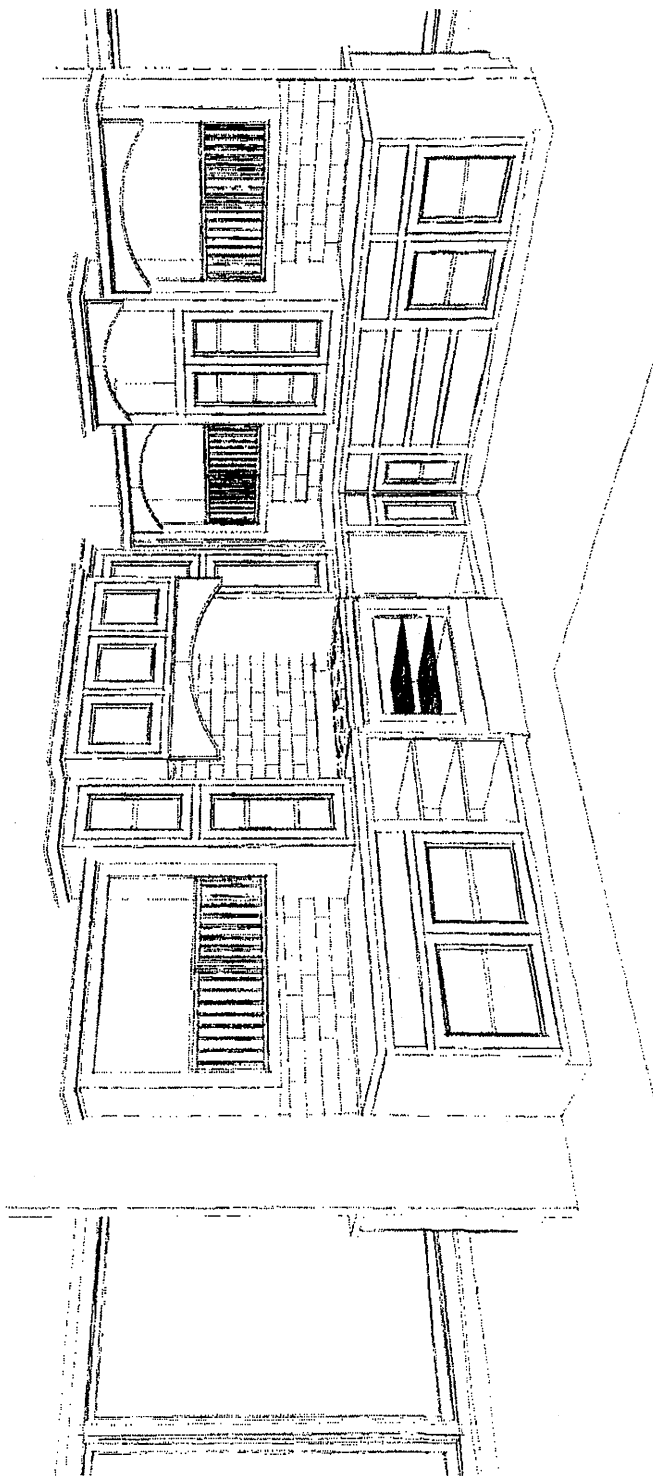


20 E. Ogden
Hinsdale, IL

Date: 9.11.15

SHOWROOM
PERSPECTIVES

Approved:
Date:



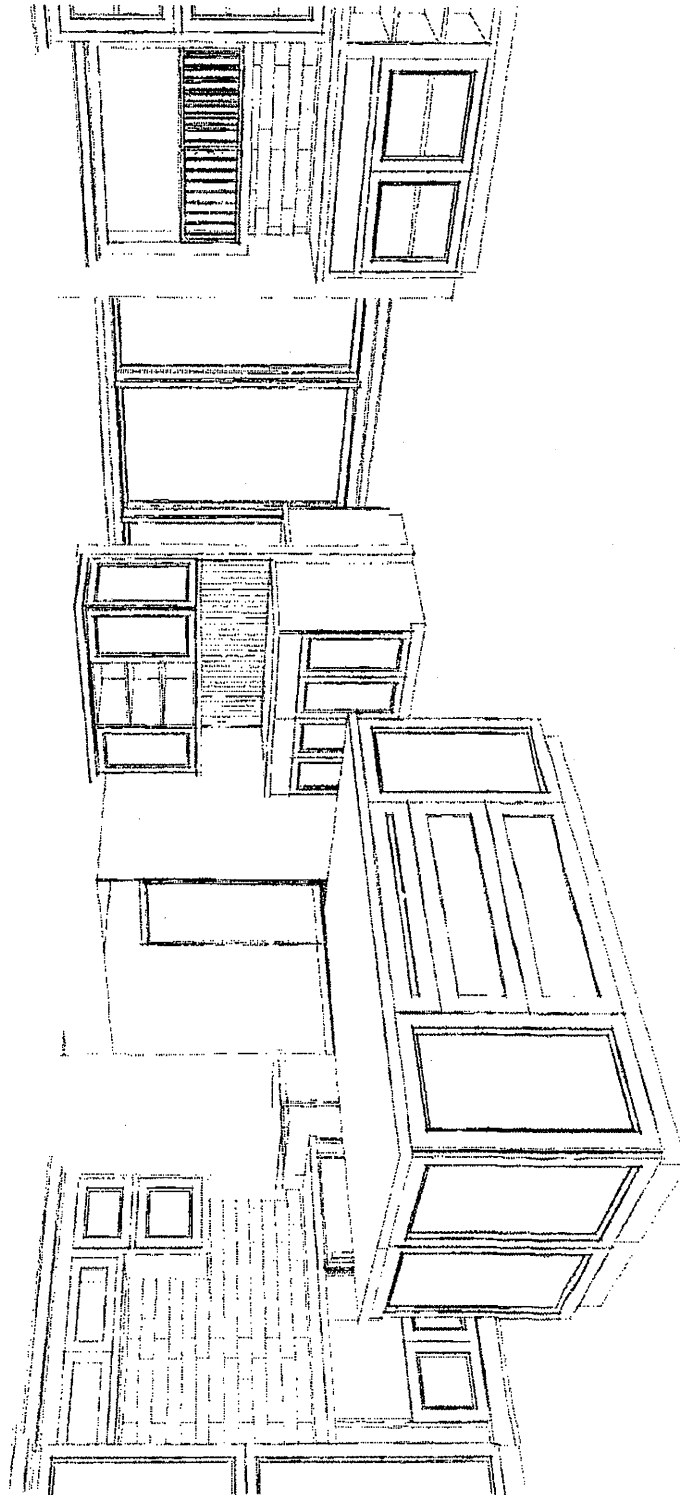


20 E. Ogden
Hinsdale, IL

Date: 9.11.15

SHOWROOM
PERSPECTIVES

Approved:
Date:



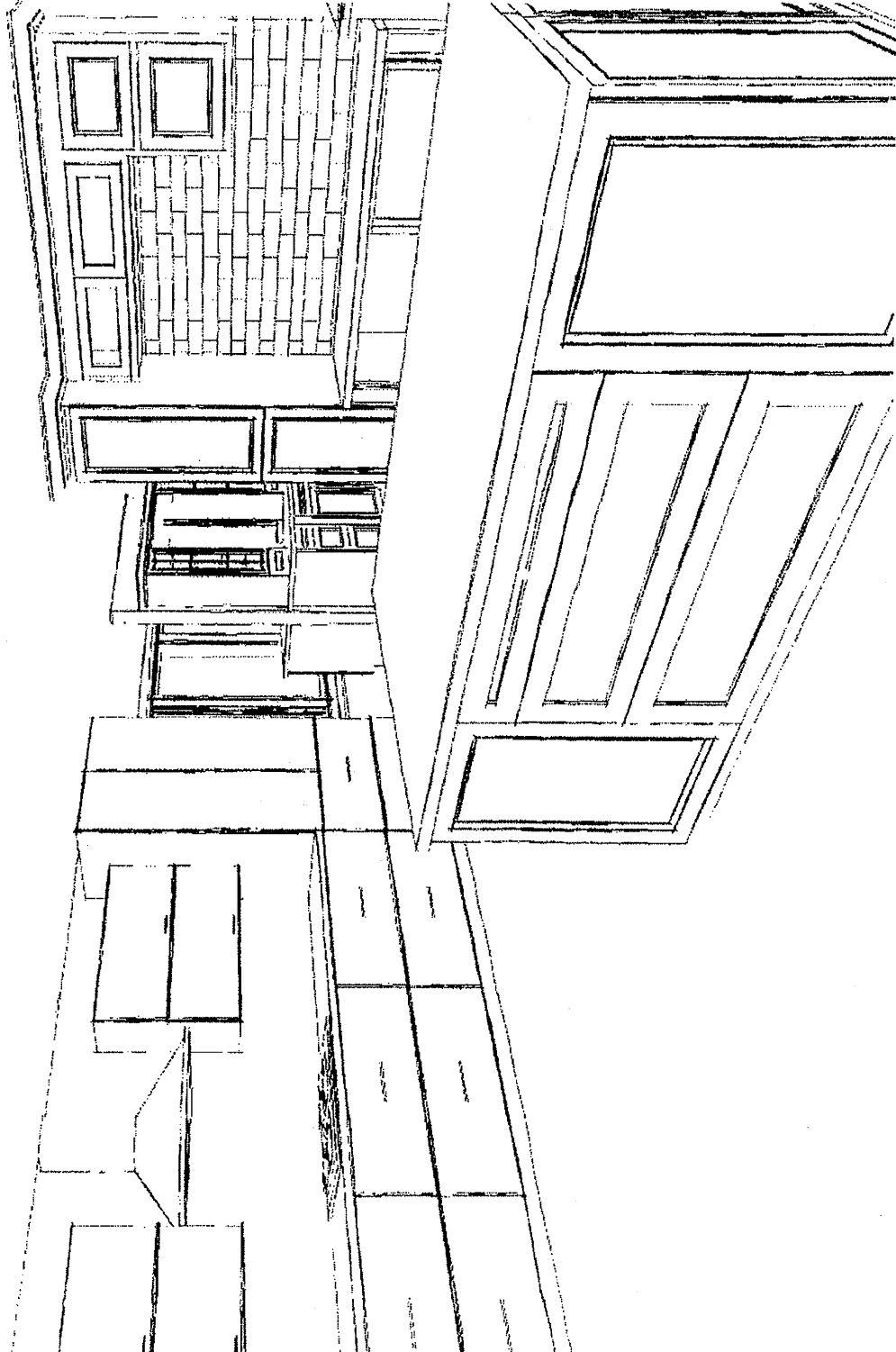


20 E. Ogden
Hinsdale, IL

Date: 9.11.15

SHOWROOM
PERSPECTIVES

Approved:
Date:





**VILLAGE
OF HINSDALE** FOUNDED IN 1873

**COMMUNITY DEVELOPMENT DEPARTMENT
SPECIAL USE PERMIT CRITERIA**

Must be accompanied by completed Plan Commission Application

Address of proposed request: 20 East Ogden Avenue, Hinsdale, IL

Proposed Special Use request: See Attached Rider, Par. 1

Is this a Special Use for a Planned Development? ☒ **No** ☐ **Yes** (If so this submittal also requires a completed Planned Development Application)

REVIEW CRITERIA

Section 11-602 of the Hinsdale Zoning Code regulates Special use permits. Standard for Special Use Permits: In determining whether a proposed special use permit should be granted or denied the Board of Trustees should be guided by the principle that its power to amend this Code is not an arbitrary one but one that may be exercised only when the public good demands or requires the amendment to be made. In considering whether that principle is satisfied in any particular case, the Plan Commission and Board of Trustees should weigh, among other factors, 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.

FEES for a Special Use Permit: \$1,225 (must be submitted with application)

1. *Code and Plan Purposes.* The proposed use and development will be in harmony with the general and specific purposes for which this Code was enacted and for which the regulations of the district in question were established.

See Attached Rider, Par. 1

2. *No Undue Adverse Impact.* The proposed use and development will not have a substantial or undue adverse effect upon adjacent property, the character of the area, or the public health, safety, and general welfare.

See Attached Rider, Par. 2

3. *No Interference with Surrounding Development.* The proposed use and development will be constructed, arranged, and operated so as not to dominate the immediate vicinity or to interfere with the use and development of neighboring property in accordance with the applicable district regulations

See Attached Rider, Par. 3

4. *Adequate Public Facilities.* The proposed use and development will be served adequately by essential public facilities and services such as streets, public utilities, drainage structures, police and fire protection, refuse disposal, parks, libraries, and schools, or the applicant will provide adequately for such services.

See Attached Rider, Par. 4

5. *No Traffic Congestion.* The proposed use and development will not cause undue traffic congestion nor draw significant amounts of traffic through residential streets.

See Attached Rider, Par. 5

6. *No Destruction of Significant Features.* The proposed use and development will not result in the destruction, loss, or damage of any natural, scenic, or historic feature of significant importance.

See Attached Rider, Par. 6

7. *Compliance with Standards.* The proposed use and development complies with all additional standards imposed on it by the particular provision of this Code authorizing such use.

See Attached Rider, Par. 7

8. *Special standards for specified special uses.* When the district regulations authorizing any special use in a particular district impose special standards to be met by such use in such district.

Not Applicable.

9. Considerations. In determining whether the applicant's evidence establishes that the foregoing standards have been met, the Plan Commission shall consider the following:

Public benefit. Whether and to what extent the proposed use and development at the particular location requested is necessary or desirable to provide a service or a facility that is in the interest of the public convenience or that will contribute to the general welfare of the neighborhood or community.

See Attached Rider, Par. 9

Alternate locations. Whether and to what extent such public goals can be met by the location of the proposed use and development at some other site or in some other area that may be more appropriate than the proposed site.

See Attached Rider, Par. 9

Mitigation of adverse impacts. Whether and to what extent all steps possible have been taken to minimize any adverse effects of the proposed use and development on the immediate vicinity through building design, site design, landscaping, and screening.

See Attached Rider, Par. 9

**Rider to
Special Use Permit Criteria
Title 6, Sec. 6-103:**

Permitted Uses: E. Services: 14. Interior design and Decorating Services

1. *Code and Plan Purposes.* The proposed use and development will be in harmony with the general and specific purposes for which this Code was enacted and for which the regulations of the district in question were established.

The Applicant/Property Purchaser LaMantia seeks a Special use Application to Hinsdale Village Code, Title 6, Sec. 6-103: Permitted Uses: E. Services: 14. Interior design and Decorating Services -- to include Showroom.

The office districts accommodate a range of suburban office space alternatives in keeping with the residential and local business atmosphere in the village.

The requested special use Application of the O-2 District meets the general needs of businesses and is compatible with the needs of Sec. 6-101.

- A. The special use application would permit a showroom within the premises adjacent to office and conference rooms for purposes of displaying kitchen cabinetry and related products.
- B. No products are sold retail.
- C. No products will be warehoused or fabricated on site.
- D. The building is setback from Ogden Avenue.
- E. The proposed Showroom will have limited if any street visibility.

The subject site is an existing one-story office building on the South side of Ogden Avenue, West of York Road.

The site is currently owner-occupied.

It has been primarily leased by medical practitioners to medical practitioners.

The owner-seller, including Dr. Helge Frank, states that a majority of the building has been vacant for almost two years.

The adjacent property to the West is zoned O-2.

The adjacent property to the South is zoned R-4.

The O-2 limited office district is designed to provide for the **general needs** of business and professional offices and related business uses on smaller sites in scattered areas throughout the village.

Bulk and height regulations encourage development that is architecturally consistent with smaller sites and compatible with nearby residential uses.

Upon purchase, the site will be owner-occupied. For the first time, there will be sales tax revenue from the property.

Applicant/Purchaser intends to maintain and enhance the existing architecturally consistent and compatible structure and landscaping.

Applicant/Purchaser's architect is Peter Tromp of La Grange. Peter has worked often with the Village on other projects and understands the Village needs and requirements.

The requested special use Application will have **no** negative impact on the surrounding properties, but rather will upgrade and enhance the existing building and exterior site features (which are in general disrepair).

2. *No Undue Adverse Impact.* The proposed use and development will not have a substantial or undue adverse effect upon adjacent property, the character of the area, or the public health, safety, and general welfare.

The purchaser intends to renovate and upgrade the exterior, interior, parking lot, and landscaping, and thereby enhance the site.

There would be no emissions, no noxious odors; no off-street parking; no change in the character of the general office use of the site.

The special use application will enhance the ability for the mostly empty building to be sold for office use. It will have no effect on the use and enjoyment of adjacent property owners. The building is setback from Ogden. The proposed Showroom will have limited if any street visibility or visibility by adjacent property owners.

The exterior and landscaping upgrades and enhancements will increase the visible enjoyment of the premises. There should be no negative affect to adjacent properties.

Further, the exterior and landscaping upgrades and enhancements will increase the visual appeal of the premises. There should be no negative affect to the value of the adjacent properties

3. *No Interference with Surrounding Development.* The proposed use and development will be constructed, arranged, and operated so as not to dominate the immediate vicinity or to interfere with the use and development of neighboring property in accordance with the applicable district regulations.

The special use Application would allow flexible office use and other existing uses in the area, including similar to the Normandy Builders office and showroom to the East of York Road, except that Applicant/Purchaser's showroom would be far less visible than that of Normandy Builders. The proposed showroom will not be similarly visible.

The trend of development is various forms of office and other business, some retail.

To the North across Ogden includes a gas station, office buildings, and residential.

To the South of the premises is residential.

To the East, there is a variety of retail, commercial and office business including a grocery store, car dealerships, rug cleaners, a bank, and insurance company, a wellness clinic, a shredding company, a medical office, and a gas station.

West from York Road to the subject premises there is a donut shop, a tire shop, an office building with various businesses including a construction company, and a retail audio store.

To the West of the premises is a parcel zoned O-2 and then residential.

4. Adequate Public Facilities. The proposed use and development will be served adequately by essential public facilities and services such as streets, public utilities, drainage structures, police and fire protection, refuse disposal, parks, libraries, and schools, or the applicant will provide adequately for such services.

The existing building has adequate utilities and essential public services to accommodate the uses permitted or permissible under the present zoning classification. The property slopes to Ogden Avenue at its northern border. Ingress and egress is easily accessible from the Ogden Avenue entrance and the parking garage runs along the east and southern sides of the building adjacent to the building and also has an existing handicap ramp making it accessible to police and fire personnel and equipment. There is a fenced and shielded refuse disposal area in the southeast corner of the parking lot away from the building.

5. No Traffic Congestion. The proposed use and development will not cause undue traffic congestion nor draw significant amounts of traffic through residential streets.

Most business is conducted via appointment and telephone. There is limited walk-in business. There exists a wide entry point for ingress to and egress from a large parking lot and code-sufficient outdoor parking to the North, East and Northeast of the existing building. There is also an underground indoor garage.

The special use will not impact ingress and egress, nor traffic conditions in the immediate vicinity any more than other current use of the site medical patients.

6. *No Destruction of Significant Features.* The proposed use and development will not result in the destruction, loss, or damage of any natural, scenic, or historic feature of significant importance.

None; other than necessary to enhance the existing architecturally consistent and compatible structure and landscaping.

7. *Compliance with Standards.* The proposed use and development complies with all additional standards imposed on it by the particular provision of this Code authorizing such use.

The proposed special use application intends to maintain current codes while addressing a special need that has minimal if any impact to the surrounding properties and the permitted uses, while providing business opportunity consistent with the needs of the community.

8. *Special standards for specified special uses.* When the district regulations authorizing any special use in a particular district impose special standards to be met by such use in such district.

Not applicable.

9. *Considerations.* In determining whether the applicant's evidence establishes that the foregoing standards have been met, the Plan Commission shall consider the following:

Public benefit. Whether and to what extent the proposed use and development at the particular location requested is necessary or desirable to provide a

service or a facility that is in the interest of the public convenience or that will contribute to the general welfare of the neighborhood or community.

a. Like Normandy Builders located on Ogden Avenue just East of York Road, the Applicant/Purchaser has done and continues to do business with Hinsdale residents and residents in the surrounding communities.

b. Where the site occupants currently do not pay sales tax to any material degree, the proposed application will allow a sales tax paying occupant to display its products to existing and prospective Hinsdale and other area customers.

c. The application will allow the Applicant/Purchaser to move his office closer to his customer base for his and their mutual benefit. The purchaser intends to enhance the exterior look of the building, parking lot and landscaping.

***Alternate locations.* Whether and to what extent such public goals can be met by the location of the proposed use and development at some other site or in some other area that may be more appropriate than the proposed site.**

See 9.a.-c. above.

***Mitigation of adverse impacts.* Whether and to what extent all steps possible have been taken to minimize any adverse effects of the proposed use and development on the immediate vicinity through building design, site design, landscaping, and screening.**

Most business is conducted via appointment and telephone. There is limited walk-in business. There exists a wide entry point for ingress to and egress from a large parking lot and code-sufficient outdoor parking to the North, East and Northeast of the existing building. There is also an underground indoor garage.

The special use application in and of itself will not impact ingress and egress, nor traffic conditions in the immediate vicinity any more than other current use of the site medical patients.

The subject property has been mostly vacant for almost two (2) years.

Its tenants were/are medical practices.

Because of substantial additional construction and new construction in the vicinity, medical practitioners are moving into larger medical parties or larger medical practitioner use buildings.

The value of the subject property is diminished by the existing O-2 classification in that it inhibits office use flexibility including as here non-over-the-counter product display which is incidental to sales functionality.

In-office sales will be the primary function of the Applicant/Purchaser. The showroom is simply an integral part of the office and conference setting for those sales.

The site is presently zoned for "Interior design and decorating services (7389), but not including painters and paperhangers or showrooms or retail sales on the premises." Essentially, the purchaser will be using offices and conference rooms to sell design and installation services for kitchen and other interior remodeling. The Showroom is ancillary to its central function and is used to display and demonstrate the type of products being offered.

The products are shipped from an off-site facility directly to the home-sites being remodeled, and are not sold "over-the-counter." No product will be fabricated or warehoused at the site. Product will be shipped direct from the manufacturer to the remodeling customer. There will be limited if any retail out-the-door sales on the premises; except for the occasional pick-up of a handle, drawer stop and the like.

By comparison, there is a retail over-the-counter audio business with Showroom just to the East of the subject site within the same O-2 district.



this is because of the interior floor plan in this part of the building. He did note that the doors will be screened by a trash enclosure and landscaping.

This item will appear for a second reading at the next meeting of the Village Board.

f) **Refer the application to the Plan Commission for a hearing and consideration of text amendment to Section 6-103(E)(14) to allow remodeling services and showrooms in the O-2, Limited Office District**

Mr. Nick Esposito, attorney, addressed the Board on behalf of La Mantia Builders who are seeking a text amendment for a showroom. They are a residential kitchen and bath remodeling business, similar to Normandy. Their proposal meets O-2 zoning district requirements; no products will be sold retail or warehoused or fabricated at this location. There will be limited street visibility and no detriment to surrounding properties. The current medical offices owner/occupant has been unable to find tenants and the building has been 50% vacant. La Mantia will also be an owner occupant. Mr. Esposito believes changing the classification will have little impact on other O-2 districts. He described the existing businesses in the area and reviewed the materials in his application necessary to recommend approval of the application. In-office sales will be the primary use of the subject property; the showroom will assist by providing display and to demonstrate products. He noted the Village will realize sales tax revenue, there will be limited walk-in business, and the property has code sufficient parking.

Trustee LaPlaca commented this text amendment applies to all office districts not just to this building; the Plan Commission has to consider whether this change will impact other O-2 areas. Trustee Stifflear suggested making this a special use to control future O-2 uses. Trustee Saigh checked the zoning map and noted there are other O-2 districts next to residential areas. Mr. Langlois noted a concern with the collection of sales tax. President Cauley believes this matter passes the threshold for referral to the Plan Commission.

The doctor who is the current owner of the property, addressed the Board stating 36 years ago he was before a Village Board to have this residential property rezoned for his medical offices. The utilization of the building has shrunk in the last number of years, because of changes in the medical profession. He appreciates the Board's consideration of this proposal.

Trustee Saigh moved to **Refer the application to the Plan Commission for a hearing and consideration of text amendment to Section 6-103(E)(14) to allow remodeling services and showrooms in the O-2, Limited Office District.** Trustee Elder seconded the motion.

AYES: Trustees Elder, Angelo, Stifflear, Hughes LaPlaca and Saigh

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

Discussion followed regarding recommending this matter as a special use to the Plan Commission. Mr. McGinnis confirmed that both options would require the same amount of time in terms of process. The Board agreed to recommend both the text amendment and the special use.

HINSDALE PLAN COMMISSION

RE: Case A-35-2015 – Applicant: LaMantia (application address: 20 E. Ogden Ave.)

Request: Text amendment to allow remodeling services and showrooms in the O-2 Limited Office District as a special use.

DATE OF BOARD OF TRUSTEES Referral: October 20, 2015

DATE OF PLAN COMMISSION Scheduling: November 11, 2015

DATE OF PLAN COMMISSION REVIEW: December 9, 2015

DATE OF BOARD OF TRUSTEES 1ST READING: January 5, 2016

FINDINGS AND RECOMMENDATION

I. FINDINGS

1. The Plan Commission heard testimony from the applicant, for the proposed text amendment to allow remodeling services and showrooms in the O-2 Limited Office District, as a permitted use or special use.
2. The applicant explained a contract is pending for the purchase of the property. If the text amendment application is approved, LaMantia will move forward to purchase and establish its business at 20 E. Ogden Avenue. The applicant plans to architecturally enhance the structure that is consistent with the current façade and improve the landscaping.
3. The applicant explained that this is an office use with a showroom, and that no products are sold retail, fabricated on site, or stored at the property.
4. The applicant clarified that there is no plan to expand the parking area. He also explained the site features an indoor parking area and there is more than sufficient parking to meet the Code.
5. The applicant clarified the office hours are between 7:30 AM to 5 PM, and that most of their clients are by appointment (versus walk-ins).
6. The Plan Commission, in general, expressed the necessity for the text amendment to reflect the special use permit process. This is due to concerns for future proposals and its potential impacts to the other O-2 areas.
7. The applicant explained that LaMantia purchases products, such as cabinets, at wholesale without taxes. However, at the end of the month, they pay sales taxes.
8. The Plan Commission unanimously showed support for the proposed use at the location. Some of the reasons included it is a low impact use and a good transitional use for an underutilized building.
9. A resident located west of the subject property attended the public hearing and expressed support for the application. To answer the question by the resident, the applicant explained that there will be no modifications to the land between the office building and residential home.

II. RECOMMENDATIONS

Following a motion to recommend approval of the proposed text amendment, the Village of Hinsdale Plan Commission, on a vote of seven (7) "Ayes," and two (2) "Absent," recommends that the President and Board of Trustees approve the text amendment to allow interior design and remodeling and decorating services

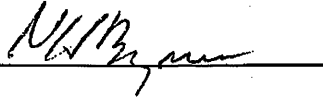
including showrooms, but not including painters and paperhangers or retail sales on the premises, as a special use in the O-2 Limited Office District.

Following a motion to recommend approval of the proposed special use permit application, the Village of Hinsdale Plan Commission, on a vote of seven (7) "Ayes," and two (2) "Absent," recommends that the President and Board of Trustees approve the special use permit to allow interior design, remodeling and decorating services, including showrooms, in the O-2 Limited Office District.

THE HINSDALE PLAN COMMISSION

By:

Chairman



Dated this 13th day of Jan., 2016.



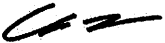
MEMORANDUM

8c

DATE: January 19, 2016

TO: President Cauley and the Village Board of Trustees

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

FROM: Chan Yu, Village Planner 

RE: Second Reading - 30 N. Madison Street – Salt Creek Club – Main Clubhouse
Request for Major Adjustment to Exterior Appearance and Site Plan Approval

Summary

The Village of Hinsdale has received a major adjustment application on behalf of the Salt Creek Club. The request is to relocate 13 parking spaces, allow façade changes, and install a backup generator. This is a change from the original site plan and exterior appearance approval previously granted March 17, 2015 by the Board of Trustees (BOT). This attached application was driven by discrepancies noted during the Village's building plan review that differed from the exhibits approved by the Plan Commission and Village Board as part of the original approving ordinance.

On January 5, 2016, the applicant presented the request to the BOT. The applicant and staff answered the questions by the Trustees concerning buildable area and wetland requirements. To this end, and because the request is code compliant, the BOT moved the application to second reading for its January 19, 2016, agenda.

Request and Analysis

The 13 parking spaces were originally located at the northwest section of the lot. However, due to flood concerns, the applicant is proposing to relocate the 13 spaces to a higher elevation at the northeast section of the lot. Per the applicant, no trees will be removed in the process. The requested façade changes affect all four sides of the building. The applicant is requesting façade changes in order to incorporate roof venting that is required by the Building Department, add additional natural lighting and lower construction costs. The backup generator will be used for perishable and frozen foods in case of power outages. It will be located in front of the building at the east elevation abutting the existing parking lot. It is 8'8" in width, 2'10" in depth and 3'10" in height. The applicant plans to install 4-foot tall plants to screen the generator.

On March 17, 2015, the Salt Creek Club was granted approval for site plans and exterior appearance plans for the construction of the new clubhouse at 830 N. Madison Street. However, during the subsequent permit review process, staff found discrepancies between the plans and the approved exhibits of Ordinance 02015-10 (Attachment 2). Thus, the applicant is requesting a major adjustment



MEMORANDUM

application to relocate the parking spaces, allow various facade changes and to install a backup generator.

Process

Pursuant to Article 6, Section 11-604(l)(2) 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 BOT shall refer it back to the Plan Commission for further hearing and review.

On January 5, 2016, after hearing the applicant present the request, the BOT moved the application to second reading for its January 19, 2016, agenda.

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 Major Adjustment to a Site Plan and Exterior Appearance Plan for the Construction of a new Clubhouse on the Property Located at 830 N. Madison Street."**

Attachments:

Ordinance

Attachment 1 – Major Adjustment Application Request and Exhibits

Attachment 2 – Ordinance Number O2015-10, Approving Site Plans and Exterior Appearance Plans for the Construction of a New Clubhouse on the Property Located at 830 N. Madison Street.

Attachment 3 – Parking and Façade Changes

Attachment 4 – Hinsdale Zoning Map and Project Location

Attachment 5 - Aerial Map (830 N. Madison Street)

VILLAGE OF HINSDALE

ORDINANCE NO. _____

**AN ORDINANCE APPROVING A MAJOR ADJUSTMENT TO A SITE PLAN AND
EXTERIOR APPEARANCE PLAN FOR THE CONSTRUCTION OF A NEW
CLUBHOUSE ON THE PROPERTY LOCATED AT 830 N. MADISON STREET - SALT
CREEK CLUB**

WHEREAS, the Village has previously, through adoption of Ordinance No. O2015-10 on March 17, 2015 (the "Original Ordinance"), approved a Site Plan/Exterior Appearance Plan submitted by Applicant Salt Creek Club for redevelopment of the site at 830 N. Madison Street, Hinsdale, Illinois (the "Subject Property"), through partial demolition of the existing clubhouse, construction of a new clubhouse, and parking lot resurfacing and striping; and

WHEREAS, the Village subsequently received an application (the "Application") for approval of a major adjustment to the final approved Site Plan/Exterior Appearance Plan relative to the exterior clubhouse elevations. Adjustments include the removal of some existing stone, the addition of HVAC vents, the addition of a sliding patio door system, the removal of a set of windows, changes in design for certain patio doors, enlarged dormer windows, and the inclusion of a back-up generator (collectively, the "Proposed Modifications") The Proposed Modifications are indicated in the revised plans from the Applicant attached hereto as **Group Exhibit A** and made a part hereof; and

WHEREAS, the Board of Trustees of the Village have duly considered the Application and Proposed Modifications, and all of the materials, facts and circumstances affecting the Application and Proposed Modifications, and find the Application and Proposed Modifications to be in substantial conformity with the previously approved plans, and that the standards set forth in Section 11-604 and 11-606 of the Zoning Code relating to exterior appearance and major adjustments to previously approved site plans are satisfied.

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

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

SECTION 2: Approval of a Major Adjustment to the Site Plan/Exterior Appearance Plan. The Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and the Hinsdale Zoning Code, hereby approves the major adjustment to the previously approved Site Plan/Exterior Appearance Plan for the Subject Property at 830 N. Madison in the form of the Proposed Modifications as depicted in the revised plans attached hereto as **Group Exhibit A** and made a part hereof.

Said major adjustment is approved subject to the conditions set forth in Section 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 revised plans attached hereto as **Group Exhibit A** and made a part hereof.
- C. **Compliance with Codes, Ordinances, and Regulations.** Except as specifically set forth in this Ordinance and the Original Ordinance, the provisions of the Hinsdale Municipal Code and the Hinsdale Zoning Code shall apply and govern the development of the Subject Property. All such development shall comply with all Village codes, ordinances, and regulations at all times.
- D. **Building Permits.** The Applicant shall submit all required building permit applications and other materials in a timely manner to the appropriate parties, which materials shall be prepared in compliance with all applicable Village codes and ordinances.

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

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

SECTION 6: Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

ADOPTED this _____ day of _____, 2016, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this _____ day of _____, 2016, 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: _____, 2016

GROUP EXHIBIT A

SITE PLAN/EXTERIOR APPEARANCE PLAN REVISIONS

(ATTACHED)



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

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

Address of proposed request: 830 N. Madison St., Hinsdale, IL 60521

Proposed Planned Development request: To demolish approx. 75% of the existing Salt Creek Club's Clubhouse and rebuild that portion and enlarge same. Also to add thirteen (13) parking spaces.

Amendment to Adopting Ordinance Number: 02006-61

REVIEW CRITERIA:

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

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

The existing Salt Creek Club is a social, racquet and swim club. The existing clubhouse was built over many years and is comprised of numerous additions. Seventy five (75%) percent of the Clubhouse will be demolished, rebuilt and expanded. The new Clubhouse and kitchen will all be modernized and all new utilities will be provided.

The new Clubhouse will match the architecture and color scheme of the Paddle Court Clubhouse which was erected in 2009. The additional impervious sources added and additional FAR are nominal and are code compliant. This includes the renovated and expanded Main Clubhouse and the additional thirteen (13) parking spaces.

There is not a request for any waivers from any zoning standard of the O-S District (underlying zoning of the parcel).

It is a wonderful upgrade to the property, the Buildings on the property will resemble and does not affect the topography of the Property, and fully meets the spirit of the Planned Development created.

1. Continued:

- Due to several factors, which included aesthetic, revised use of spaces and construction costs, the Owners needed to tweak the exterior elevations. The initial forms and shapes of the Exterior Elevations have not changed. The following is a list of adjustments that were made to each Exterior Elevation.

East Elevation - The removal of excessive existing stone to the north of the Existing Event Room Fireplace to enhance the aesthetics of the Front of the Building. The addition of a required Fresh Air Vent for the HVAC System with a cedar frame to stay in tune with the materials used on the rest of the elevation.

South Elevation – The addition of one French Sliding Patio Door System and the removal of one set of Windows. These were then rearranged per the Owner's Revised Requirements of the use of the Existing Event Room.

West Elevation – Exchanged the Bi-Fold Exterior French Patio Doors for Exterior Sliding French Patio Doors for New North Event Room due to Construction Costs. Enlarged Dormer Windows in height to allow additional natural light to the Storage Room. The addition of a required Fresh Air Vent for the HVAC System with a cedar frame to stay in tune with the materials used on the rest of the elevation.

North Elevation - Exchanged the Bi-Fold Exterior French Patio Doors for Exterior Sliding French Patio Doors and added transoms to these doors for New North Event Room due to Construction Cost.

- The Owners of the Salt Creek Club requested the need of a Back-up Generator for all of their Perishable Refrigerated and Frozen Foods for their Kitchen in order to protect themselves against in case of power outages. The location of this Back-up Generator is indicated on the First Floor Plan and the Site Plan.



VILLAGE OF HINSDALE
COMMUNITY DEVELOPMENT
DEPARTMENT

PLAN COMMISSION APPLICATION

I. GENERAL INFORMATION

Applicant
Name: <u>Steve Wolsfeld, General Manager</u>
Address: <u>830 N. Madison St.</u>
City/Zip: <u>Hinsdale, IL 60521</u>
Phone/Fax: <u>(630) 323-7890 / Ext. 2</u>
E-Mail: <u>saltcreek2@comcast.net</u>

Owner
Name: <u>Salt Creek Club</u>
Address: <u>830 N. Madison St.</u>
City/Zip: <u>Hinsdale, IL 60521</u>
Phone/Fax: <u>(630) 323 / 7890</u>
E-Mail: <u>saltcreek2@comcast.net</u>

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

Name: <u>Vincenzo Caprio, Architect, ALA</u>
Title: <u>Caprio Prisby Architectural Design, PC</u>
Address: <u>106 S. Washington St.</u>
City/Zip: <u>Hinsdale, IL 60521</u>
Phone/Fax: <u>(630) 323-7554 Ext. 101 / (630) 323-7615</u>
E-Mail: <u>vcaprio@caprioprisby.com</u>

Name: _____
Title: _____
Address: _____
City/Zip: _____
Phone/Fax: <u>()</u> _____
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) <u>Unknown, but do not believe any commissioners are Members.</u>
2) _____
3) _____

II. SITE INFORMATION

Address of subject property: 830 N. Madison Street, Hinsdale, IL 60521

Property identification number (P.I.N. or tax number): 09 - 022 - 070 - 001

Brief description of proposed project: Proposed demolition of 75% of the existing Salt Creek Club's Main Clubhouse. Rebuilding and expanding the Main Clubhouse. Also proposed are the addition of thirteen (13) new parking spaces.

General description or characteristics of the site: Salt Creek Club is a social, swim, and racquet club.

Existing zoning and land use: a P.U.D. with underlying zoning of C-S

Surrounding zoning and existing land uses:

North: R-2 Single Family Residential District

South: R-2 Single Family Residential District

East: R-2 Single Family Residential District

West: R-2 Single Family Residential District

Proposed zoning and land use: Same as existing

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: 830 N. Madison St., Hinsdale, IL 60521

The following table is based on the OS Zoning District.

	Minimum Code Requirements	Proposed/Existing Development
	Section 7-210	
Minimum Lot Area (s.f.)	40,000.00 SF	388,788.05 SF
Minimum Lot Depth	150'	626'
Minimum Lot Width	250'	551' (front) 659' (Rear)
Building Height	30'0" (Maximum)	17'-8 3/4"
Number of Stories	Not Applicable	Not Applicable
Front Yard Setback	100'-0"	100'-0"
Corner Side Yard Setback	100'-0"	Not Applicable
Interior Side Yard Setback	50'	277' and 344'
Rear Yard Setback	50'	133'
Maximum Floor Area Ratio (F.A.R.)*	20 x (388,788.05 S.F.) = 77,757.21 S. F.	15,619.34 sq ft.
Maximum Total Building Coverage*	Not Applicable	Not Applicable
Maximum Total Lot Coverage*	Not Applicable	Not Applicable
Parking Requirements	Required spaces: 106	Existing Spaces: 95 New Spaces Provided: 13 Total Parking Spaces: 108
Parking front yard setback	Not Applicable	Not Applicable
Parking corner side yard setback	Not Applicable	Not Applicable
Parking interior side yard setback	Not Applicable	Not Applicable
Parking rear yard setback	Not Applicable	Not Applicable
Loading Requirements	Not Applicable	Not Applicable
Accessory Structure Information	Not Applicable	Not Applicable

* Must provide actual square footage number and percentage.

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

CERTIFICATION

The Applicant certifies and acknowledges and agrees that:

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

On the 30th day of NOV., 2015, I/We have read the above certification, understand it, and agree to abide by its conditions.

Steven J. Wolfeld
Signature of applicant or authorized agent

STEVEN J WOLFELD
Name of applicant or authorized agent

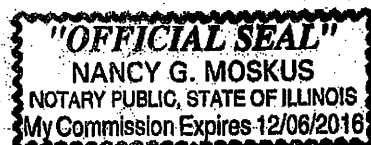
Signature of applicant or authorized agent

Name of applicant or authorized agent

SUBSCRIBED AND SWORN
to before me this 30th day of
November, 2015

Nancy G. Mosk
Notary Public

4



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

Application for Certificate of Zoning Compliance

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

Applicant's name: Vincenzo Caprio, Architect

Owner's name (if different): Salt Creek Club, Steve, Wolsfeld, GM

Property address: 830 North Madison Street, Hinsdale

Property legal description: [attach to this form]

Present zoning classification: OS, Open Space District

Square footage of property: 388,786.05

Lot area per dwelling: N/A

Lot dimensions: 626' x 551' (FRONT), 659' (AT REAR)

Current use of property: Salt Creek Club is a socila, swim and raquet club

Proposed use: ☐ Single-family detached dwelling
☒ Other: Same as Existing

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

Brief description of request and proposal:

ORIGINAL APPROVED REQUEST:
Proposed demolition of 75% of existing building. Rebuilding and expanding building. added 13 parking spaces

REVISED REQUEST:

APPROVAL OF TWEAKED EXTERIOR ELEVATIONS & FLOOR PLAN AS WELL AS THE RELOCATION OF 13 NEW PARKING SPACES, DUE TO FLOOD ELEVATION OF
Plans & Specifications: [submit with this form]

Provided:

Required by Code:

Yards:

front:
interior side(s)

N/A
N/A / N/A

N/A
N/A / N/A

688.0 PER PRELIMINARY FIRM JUNE 3, 2015
WE NEEDED TO MOVE THE PARKING SPACES TO A HIGHER ELEVATION. WE HAVE ALSO ADDED A GENERATOR PER THE OWNER'S REQUEST.

Provided:**Required by Code:**

corner side	<u>N/A</u>	<u>N/A</u>
rear	<u>N/A</u>	<u>N/A</u>

Setbacks (businesses and offices):

front:	<u>148' 0 1/4"</u>	<u>100'-0"</u>
interior side(s)	<u>193" / 217'</u>	<u>50' / 50'</u>
corner side	<u>N/A</u>	<u>N/A</u>
rear	<u>373'</u>	<u>50'-0"</u>
others:	<u>N/A</u>	<u>N/A</u>
Ogden Ave. Center:	<u>N/A</u>	<u>N/A</u>
York Rd. Center:	<u>N/A</u>	<u>N/A</u>
Forest Preserve:	<u>N/A</u>	<u>N/A</u>

Building heights:

principal building(s):	<u>17'-4"</u>	<u>30'-0"</u>
accessory building(s):	<u>N/A</u>	<u>N/A</u>

Maximum Elevations:

principal building(s):	<u>23'-10"</u>	<u>38'-6"</u>
accessory building(s):	<u>N/A</u>	<u>N/A</u>

Dwelling unit size(s):	<u>N/A</u>	<u>N/A</u>
------------------------	------------	------------

Total building coverage:	<u>N/A</u>	<u>N/A</u>
--------------------------	------------	------------

Total lot coverage:	<u>N/A</u>	<u>N/A</u>
---------------------	------------	------------

Floor area ratio:	<u>14,902.54 :</u>	<u>77,757.21 :</u>
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Accessory building(s):	<u>N/A</u>
------------------------	------------

Spacing between buildings:[depict on attached plans]

principal building(s):	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
accessory building(s):	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>

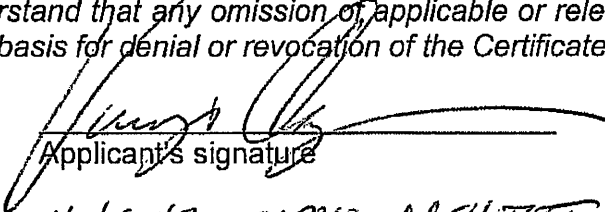
Number of off-street parking spaces required: 106 (REQUIRED), 108 (PROVIDED)

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

VINCENZO CAPRIO, ARCHITECT
Applicant's printed name

Dated: November 24, 2015.



COMMUNITY DEVELOPMENT
DEPARTMENT
EXTERIOR APPEARANCE AND
SITE PLAN REVIEW CRITERIA

Address of proposed request: 830 North Madison, Hinsdale, IL 60521

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. Has not materially changed and parking spaces added to existing drive and still sixty (60') feet from property line.
2. *Materials.* The quality of materials and their relationship to those in existing adjacent structures. The paddle court clubhouse was erected in 2009 and the materials and colors of the renovated main Clubhouse is going to match same.
3. *General design.* The quality of the design in general and its relationship to the overall character of neighborhood. The architecture (same architect) is the same as the existing paddle court clubhouse which is a very nice building that fits the character 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 and shrubs to the maximum extent possible. The development on the site adds

parking spaces, thus improving the parking conditions and no trees will be removed in the process. The building will have updated utilities, kitchen and bathrooms, which is a great improvement as the existing building is numerous additions that were erected over time.

5. *Height.* The height of the proposed buildings and structures shall be visually compatible with adjacent buildings. The new structure will be below the existing paddle court clubhouse and well below the allowable height in the O-S Zoning Districts.
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. The new building will be no wider than the existing structure and much more pleasing to the eye. Also not visible from public ways.
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. As stated above it is similar to the existing Paddle Court Clubhouse
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. It is and same architect. It will meet this criteria.
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. Similar to way it exists and a lot of open space on all sides of building. Also not visual from public way.
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. This criteria is met as can be visualized on the proposed and attached drawings.
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. They are the same as existing Paddle Court Clubhouse which was erected in 2009.
12. *Roof shapes.* The roof shape of a building shall be visually compatible with the buildings to which it is visually related. The addition to the remaining portion of the building will visually improve the existing building and as such will match the existing Paddle Court Clubhouse.
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. The plans (attached) are characteristic of the area concerning the proposed facades, walls and landscape.

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. The scale and mass of the proposed design is visually compatible to the existing Paddle Court Clubhouse and not seen from public way. Also, visually related to the drive into the Salt Creek Club.
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. The direction and orientation is similar to existing building and is orientated with existing driveway.
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.
- Not Applicable

REVIEW CRITERIA – Site Plan Review

Below are the criteria that will be used by the Plan Commission and Board of Trustees in determining if the application meets the requirements for Site Plan Approval. Briefly describe how this application will meet 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 adequately meets specified standards required by the Zoning Code with respect to the proposed use or development, including special use standards where applicable. The property was approved as a special use private sports club in 2006 and the underlying zoning is O-S. Also at that time, a Planned development was approved (ordinance 2006-61). No change nor waivers from any zoning requirements are being requested.
2. The proposed site plan does not interfere with easements and rights-of-way. This is a correct statement.
3. The proposed site plan does not unreasonably destroy, damage, detrimentally modify, or interfere with the enjoyment of significant natural, topographical, or physical features of the site. Not being impacted as the building pad will be substantially over the existing pad and concrete walkway that exist today. Also the spot chosen for the additional thirteen (13) parking spaces is relatively flat and no trees need to be removed.
4. The proposed site plan is not unreasonably injurious or detrimental to the use and enjoyment of surrounding property. The additional parking space was chosen as it is sixty (60') feet from the property line and only thirteen (13) spots that will be screened.

5. The proposed site plan does not create undue traffic congestion or hazards in the public streets, or the circulation elements of the proposed site plan do not unreasonably create hazards to safety on or off site or disjointed, inefficient pedestrian or vehicular circulation paths on or off the site.
None
6. The screening of the site provides adequate shielding from or for nearby uses.
Please see response to number 4 above about the parking and Main Clubhouse is not visible from the street.
7. The proposed structures or landscaping are not unreasonably lacking amenity in relation to, or are incompatible with, nearby structures and uses.The new Main Clubhouse will be a great addition to the property and will match the architecture of the existing Paddle Court Clubhouse.
8. In the case of site plans submitted in connection with an application for a special use permit, the proposed site plan makes adequate provisions for the creation or preservation of open space or for its continued maintenance. Not Applicable
9. The proposed site plan does not create 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. The proposed plans do not have a negative impact on the drainage nor does it create any erosion issues.
10. The proposed site plan does not place 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. Does not and in fact all the utilities to the Main Clubhouse are being replaced.
11. The proposed site plan provides for required public uses designated on the Official Map. Not Applicable.
12. The proposed site plan does not otherwise adversely affect the public health, safety, or general welfare. It does not as the use and number of members will be like today.

LOT CLASSIFICATION	SECTION LOT
TOTAL LOT AREA	SECTIONAL PLATT NO. AND ACRES
CO-INVESTMENT	CONTRACT
MAXIMUM BUILDING HEIGHT	NO. OF
ACTUAL BUILDING HEIGHT	FLOORS
MAXIMUM BUILDING ELEVATION	LOT AREA
ACTUAL BUILDING ELEVATION	NOT APPLICABLE

SITE AND LANDSCAPING PLAN

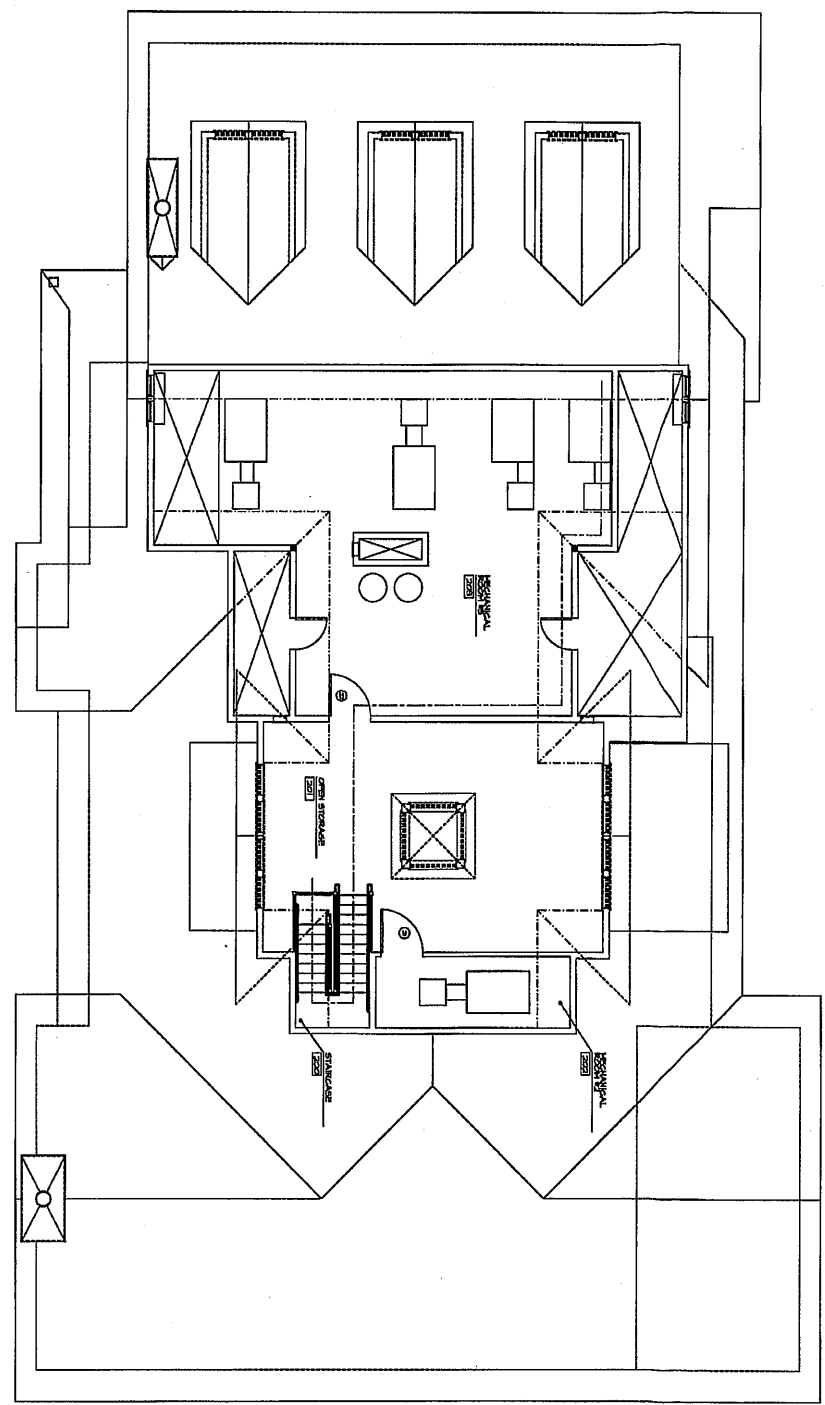


EXISTING SITE PLAN



<p>CDZ-AB</p> <p>8</p>	<p>AN ADDITION AND REMODELING FOR</p> <p>SALT CREEK CLUB</p> <p>830 NORTH MADISON</p> <p>HINSDALE, ILLINOIS 60521</p>	<p>PROJECT NO. 1001-AC</p> <p>DATE: 12-03-2004</p> <p>DESIGNED BY: [Signature]</p> <p>CHECKED BY: [Signature]</p>	<p>DESIGNED BY: [Signature]</p> <p>CHECKED BY: [Signature]</p>	<p>DESIGNED BY: [Signature]</p> <p>CHECKED BY: [Signature]</p>	<p>DESIGNED BY: [Signature]</p> <p>CHECKED BY: [Signature]</p>	<p>DESIGNED BY: [Signature]</p> <p>CHECKED BY: [Signature]</p>	<p>DESIGNED BY: [Signature]</p> <p>CHECKED BY: [Signature]</p>
	<p>DESIGNED BY: [Signature]</p> <p>CHECKED BY: [Signature]</p>	<p>DESIGNED BY: [Signature]</p> <p>CHECKED BY: [Signature]</p>	<p>DESIGNED BY: [Signature]</p> <p>CHECKED BY: [Signature]</p>	<p>DESIGNED BY: [Signature]</p> <p>CHECKED BY: [Signature]</p>	<p>DESIGNED BY: [Signature]</p> <p>CHECKED BY: [Signature]</p>	<p>DESIGNED BY: [Signature]</p> <p>CHECKED BY: [Signature]</p>	<p>DESIGNED BY: [Signature]</p> <p>CHECKED BY: [Signature]</p>

SECOND FLOOR PLAN



SECOND FLOOR PLAN NOTES:

- 1. ALL WORK TO BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND SPECIFICATIONS.
- 2. ALL WORK TO BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND SPECIFICATIONS.
- 3. ALL WORK TO BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND SPECIFICATIONS.
- 4. ALL WORK TO BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND SPECIFICATIONS.
- 5. ALL WORK TO BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND SPECIFICATIONS.

North
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**AN ADDITION AND REMODELING FOR
SALT CREEK CLUB**
830 NORTH MADISON
HINSDALE, ILLINOIS 60521

ARCHITECT
CAPRO ARCHITECTURAL DESIGN, LLC
1014 N. W. 10TH AVE.
FORT LAUDERDALE, FL 33304
TEL: 954.575.1234
WWW.CAPROARCHITECTURALDESIGN.COM

DATE PREPARED
07-11-2008

DATE REVISION
07-11-2008

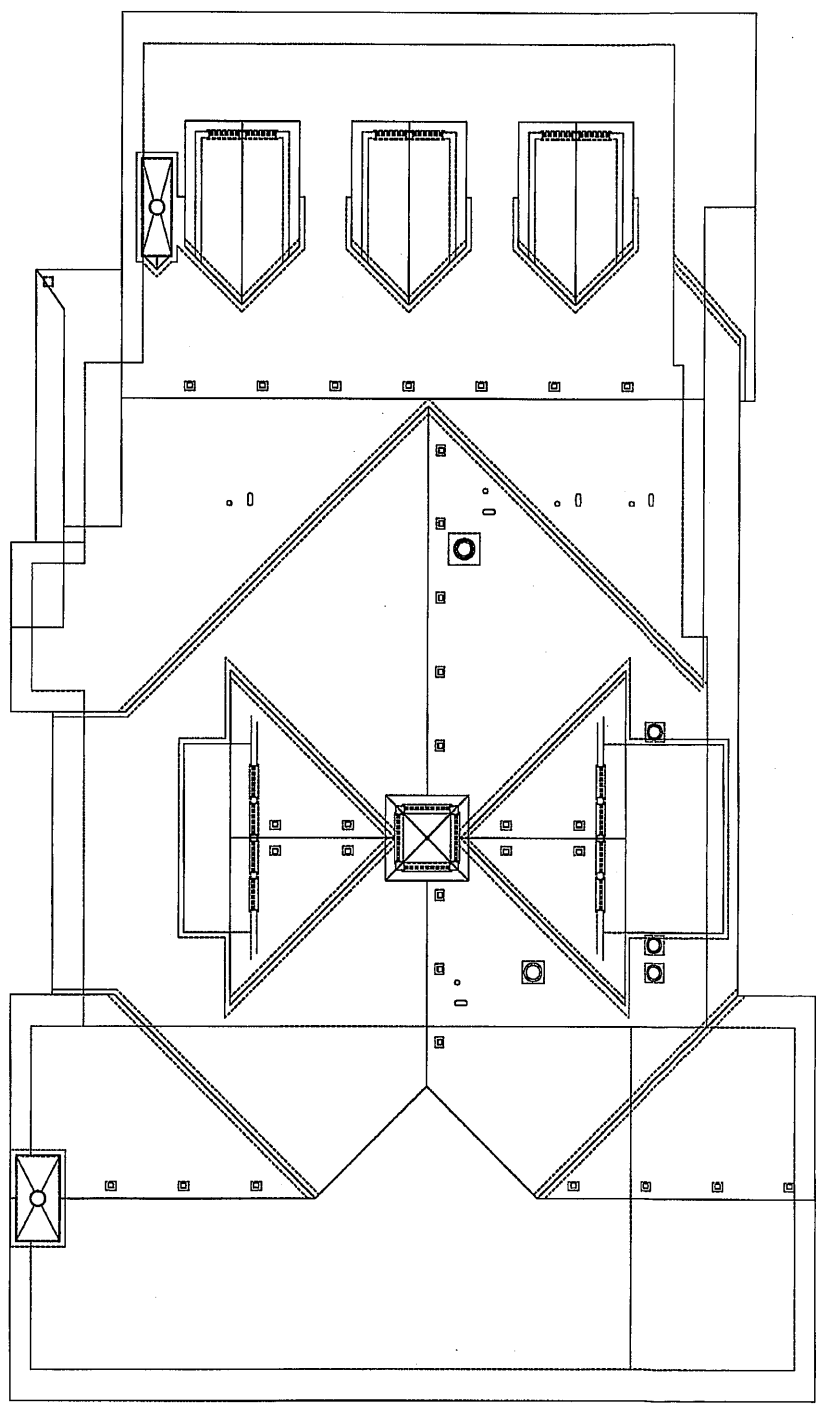
REVISION
07-11-2008

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REVISION
07-11-2008

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A7
20

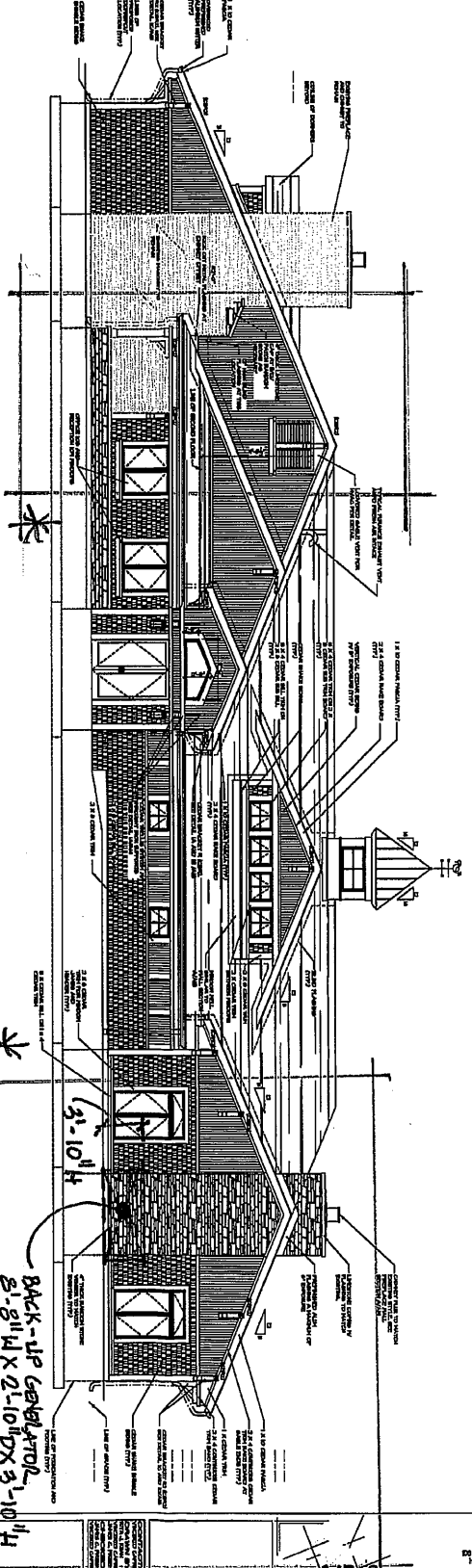
ROOF PLAN



→
NORTH

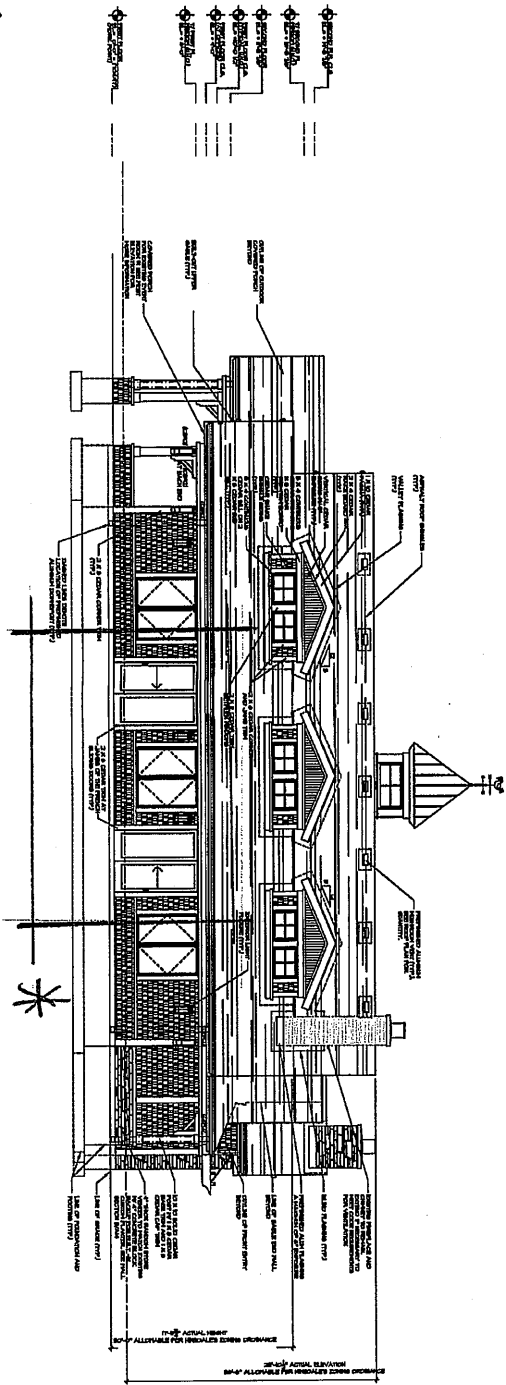
<p>AS 20</p>	<p>AN ADDITION AND REMODELING FOR SALT CREEK CLUB 630 NORTH MADISON HINSDALE, ILLINOIS 60521</p>	<p>ARCHITECT CAPCO 718-3003</p>	<p>PROJECT 1014 AC 01-1-2003</p>	<p>DESIGNER CAPCO 718-3003</p>	<p>DATE 01-1-2003</p>	<p>ARCHITECTURAL DESIGN CAPCO 718-3003</p>
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A EAST (FRONT) EXTERIOR ELEVATION



SECTION A-A
SEE SECTION A-A

B SOUTH (LEFT SIDE) EXTERIOR ELEVATION



SALT CREEK CLUB

830 NORTH MADISON
HINSDALE, ILLINOIS 60521

AN ADDITION AND REORGANIZING FOR
SALT CREEK CLUB

830 NORTH MADISON
HINSDALE, ILLINOIS 60521

ARCHITECT
BCH, INC.

07-18-2018

07-18-2018

ARCHITECT
BCH, INC.

07-18-2018

07-18-2018

ARCHITECT
BCH, INC.

07-18-2018

07-18-2018

ARCHITECT
BCH, INC.

07-18-2018

07-18-2018

ARCHITECT
BCH, INC.

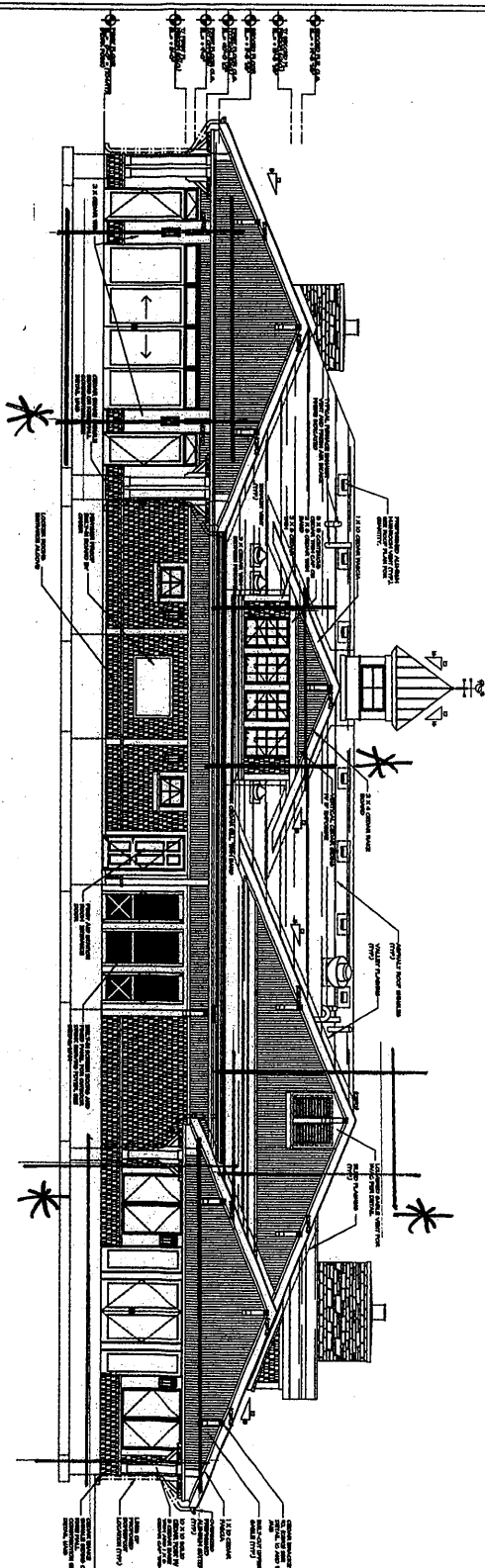
07-18-2018

07-18-2018

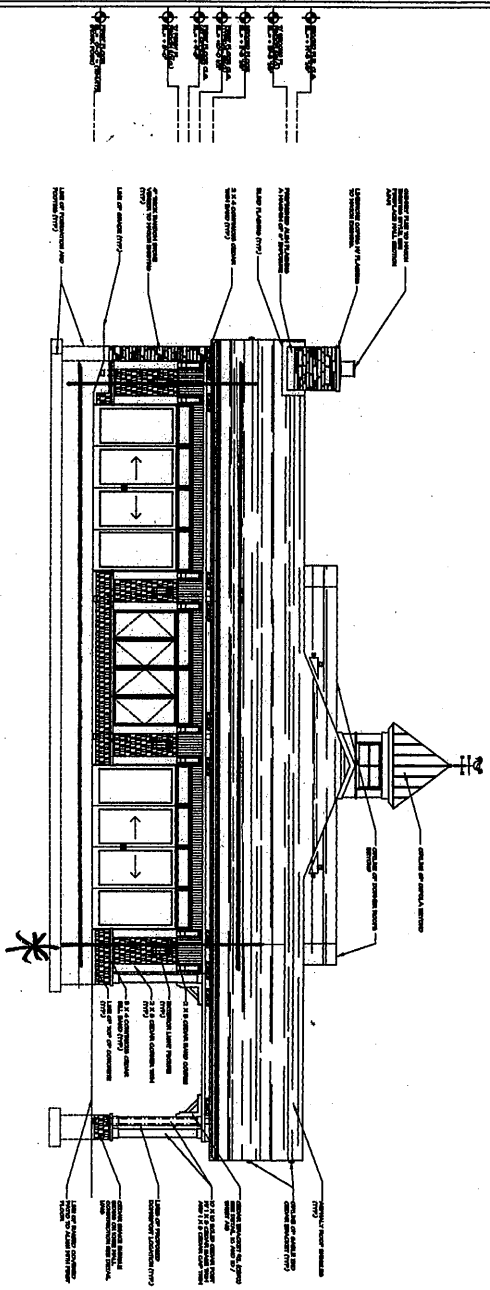
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BCH, INC.

07-18-2018

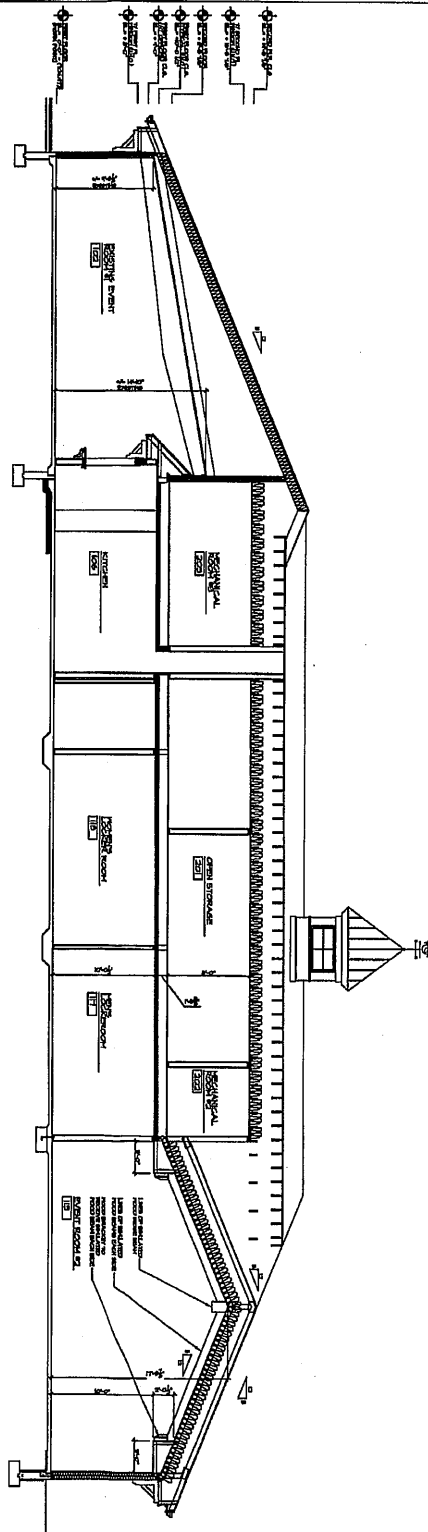
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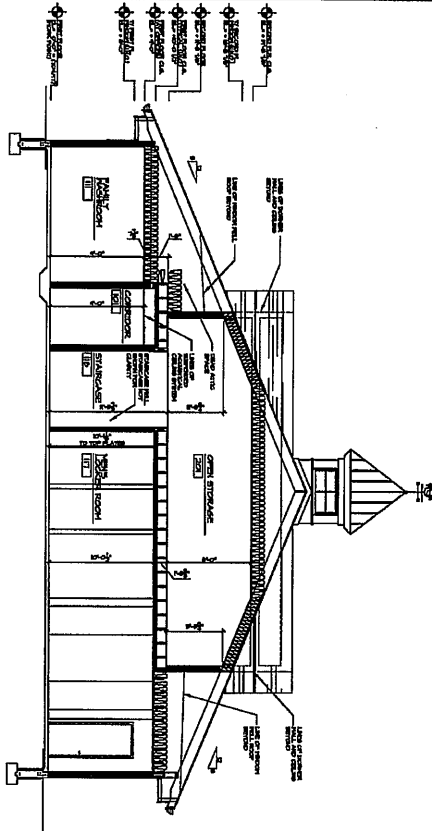
WEST (REAR) EXTERIOR ELEVATION



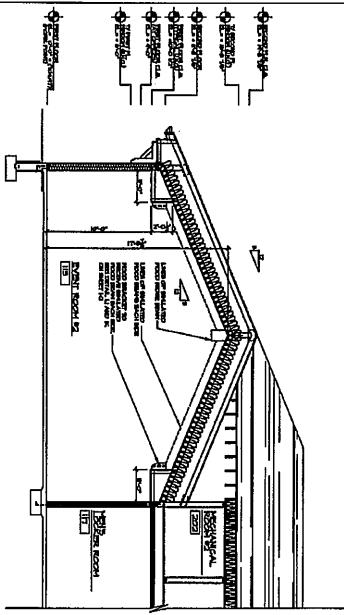
NORTH (RIGHT SIDE) EXTERIOR ELEVATION



BUILDING SECTION



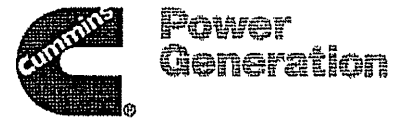
BUILDING SECTION



BUILDING SECTION

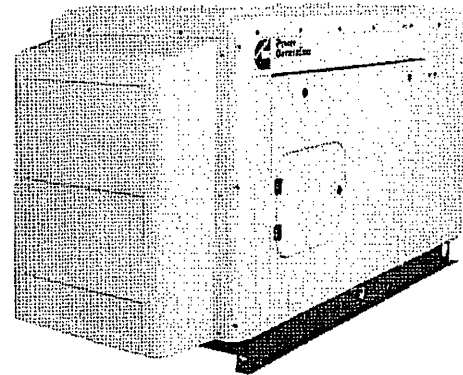
<p>AN ADDITION AND REMODELING FOR SALT CREEK CLUB 830 NORTH MADISON HINSDALE, ILLINOIS 60521</p>	<p>ARCHITECT ASPECT 707-51-3015</p>	<p>PROFESSOR & BOB A.C. OWNER 07-01-2015</p>	<p>DATE 07-01-2015</p>	<p>PROJECT NO. 1000-0000-0000</p>	<p>DATE 07-01-2015</p>	<p>PROJECT NO. 1000-0000-0000</p>	<p>DATE 07-01-2015</p>	<p>PROJECT NO. 1000-0000-0000</p>	<p>DATE 07-01-2015</p>	<p>PROJECT NO. 1000-0000-0000</p>	<p>DATE 07-01-2015</p>
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Specification sheet



Spark-ignited generator set

20–40 kW standby
EPA emissions



Description

Cummins Power Generation generator sets are fully integrated power generation systems providing optimum performance, reliability and versatility for stationary standby applications.

Features

Gas engine - Rugged 4-cycle Cummins QSJ2.4 spark-ignited engine delivers reliable power. The electronic air/fuel ratio control provides optimum engine performance and fast response to load changes.

Alternator - Several alternator sizes offer selectable motor starting capability with low reactance 2/3 pitch windings, low waveform distortion with non-linear loads and fault clearing short-circuit capability.

Control system - The PowerCommand® 1.1 electronic control is standard equipment and provides total generator set system integration including automatic remote starting/stopping,

precise frequency and voltage regulation, alarm and status message display, output metering, auto-shutdown at fault detection and NFPA 110 Level 1 compliance.

Cooling system - Standard cooling package provides reliable running at up to 50 °C (122 °F) ambient temperature.

Enclosures - The aesthetically appealing enclosure incorporates special designs that deliver one of the quietest generators of its kind. Aluminum material plus durable powder coat paint provides the best anti-corrosion performance. The generator set enclosure has been evaluated to withstand 180 MPH wind loads in accordance with ASCE7-10. The intelligent design has removable panels and service doors to provide easy access for service and maintenance.

NFPA - The generator set accepts full rated load in a single step in accordance with NFPA 110 for Level 1 systems.

Warranty and service - Backed by a comprehensive warranty and worldwide distributor and dealer network.

	Natural Gas		Propane		
	Standby 60 Hz		Standby 60 Hz		Data sheets
Model	kW	kVA	kW	kVA	60 Hz
C20 N6	20	25	20	25	NAD-5693-EN
C25 N6	25	31	25	31	NAD-5695-EN
C30 N6	30	38	30	38	NAD-5696-EN
C36 N6	36	45	36	45	NAD-5697-EN
C40 N6	40	50	40	50	NAD-5698-EN

Our energy working for you.™

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cumminspower.com

VILLAGE OF HINSDALE**ORDINANCE NO. O2015-10****AN ORDINANCE APPROVING SITE PLANS AND EXTERIOR APPEARANCE
PLANS FOR THE CONSTRUCTION OF A NEW CLUBHOUSE ON THE PROPERTY
LOCATED AT 830 N. MADISON STREET - SALT CREEK CLUB**

WHEREAS, the Village of Hinsdale has received an application (the "Application") for site plan approval and exterior appearance review relative to proposed redevelopment and construction at the membership organization located at 830 N. Madison Street, Hinsdale, Illinois (the "Subject Property"), from applicant Salt Creek Club (the "Applicant"); and

WHEREAS, the Subject Property is located in the Village's OS Open Space District and is improved with a main clubhouse, several pools, tennis courts, paddle courts, a paddle court clubhouse, and several accessory maintenance buildings. The Applicant is a membership organization and seeks to redevelop the site through partial demolition of the existing clubhouse, construction of a new clubhouse, and parking lot resurfacing and striping (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 February 11, 2015. After considering all of the matters related to the Application, the Plan Commission recommended, on a vote of eight (8) in favor, zero (0) against, and one (1) absent, approval by the Board of Trustees of the Exterior Appearance Plan and Site Plan relative to the Proposed Improvements. The recommendation is 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 of the Plan Commission, find that the Application and Plans satisfy the standards established in both 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. 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 Exterior

Appearance Plan and Site 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 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 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.

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.

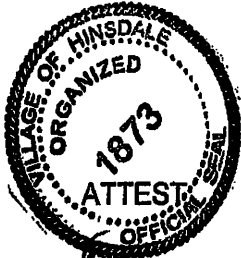
ADOPTED this 17th day of March, 2015, pursuant to a roll call vote as follows:

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

NAYS: None

ABSENT: Trustee Hughes

APPROVED by me this 17th day of March, 2015, and attested to by the Village Clerk this same day.



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

Christine M. Bruton
Christine M. Bruton, Village Clerk

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

By: [Signature]

Its: Attorney and Agent

Date: March 18, 2015

EXHIBIT A

**APPROVED SITE PLANS AND EXTERIOR APPEARANCE PLANS
(ATTACHED)**

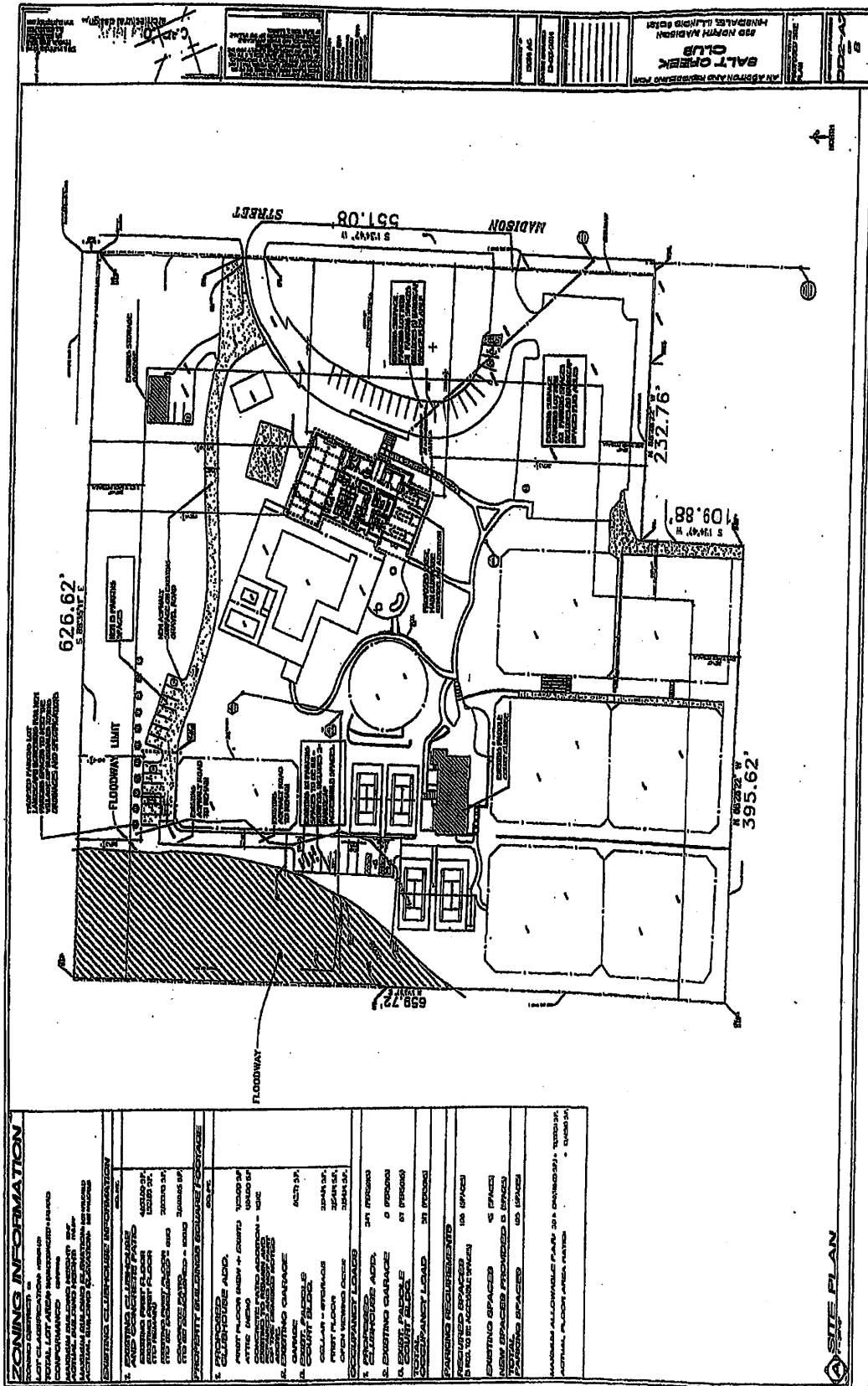
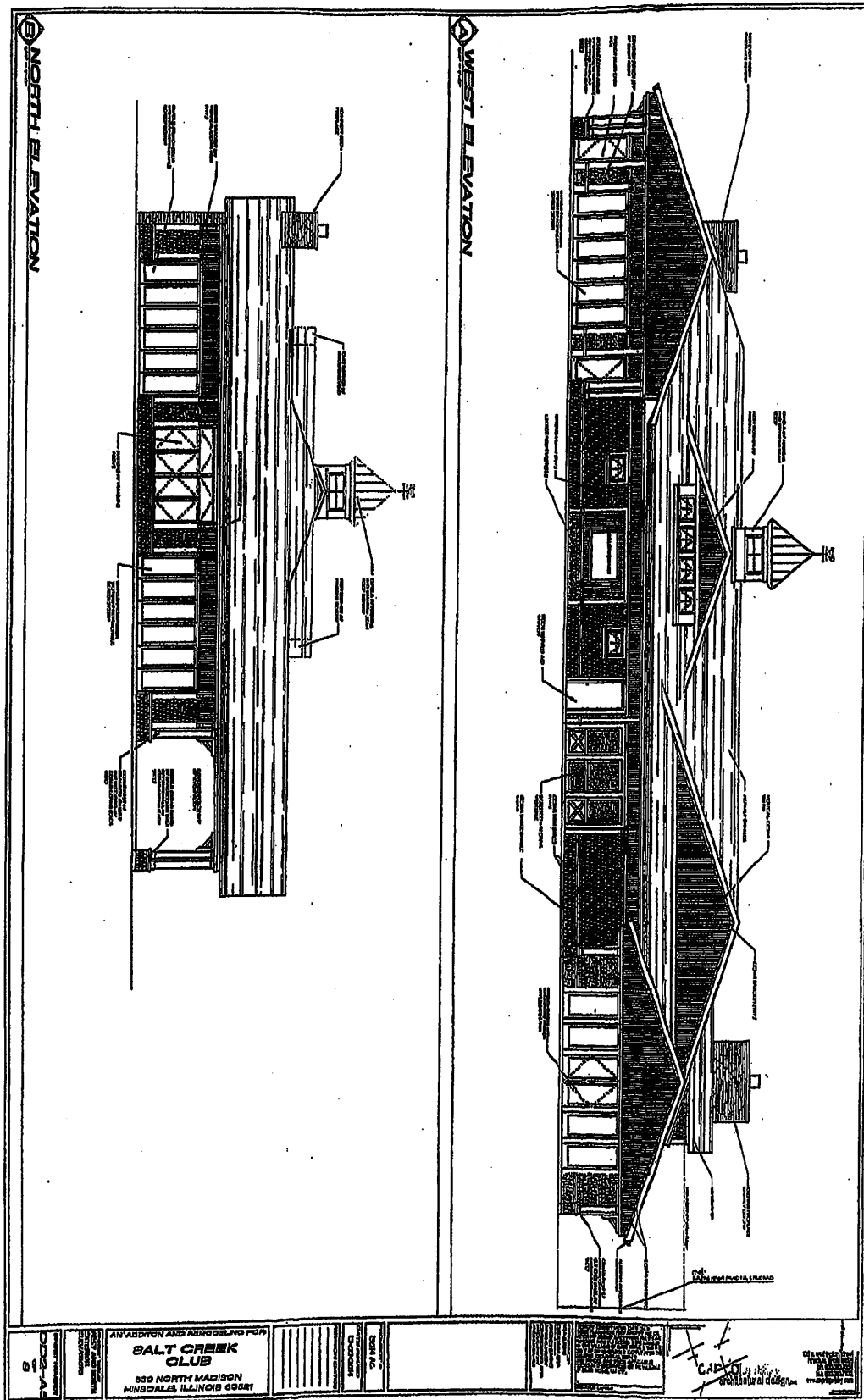


EXHIBIT "A"



EAST ELEVATION

SOUTH ELEVATION

SALT CREEK CLUB

830 NORTH MADISON

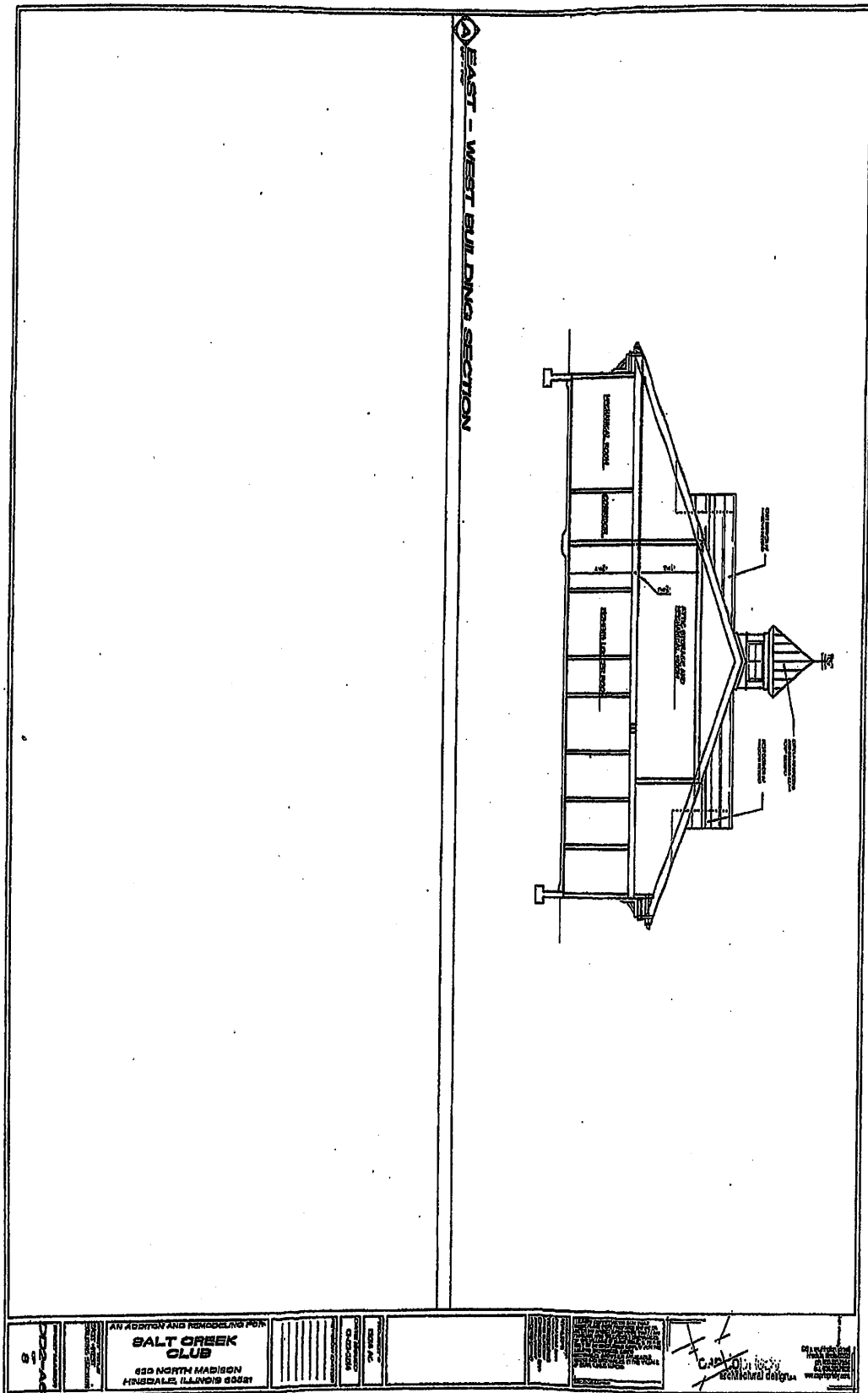
HINGSALE, ILLINOIS 60534

ARCHITECTURAL DESIGN

CHARTERED

ARCHITECTS

1988



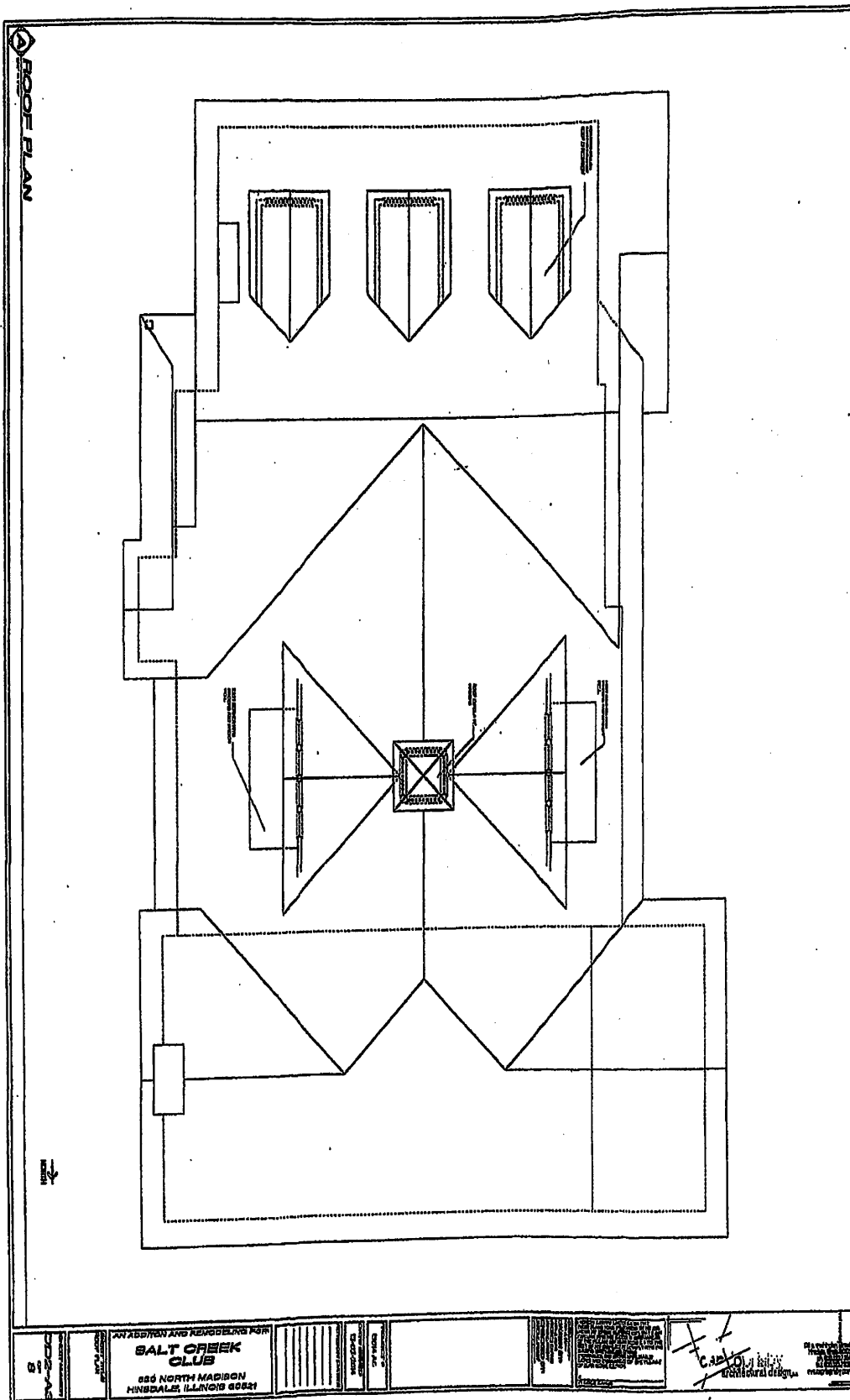
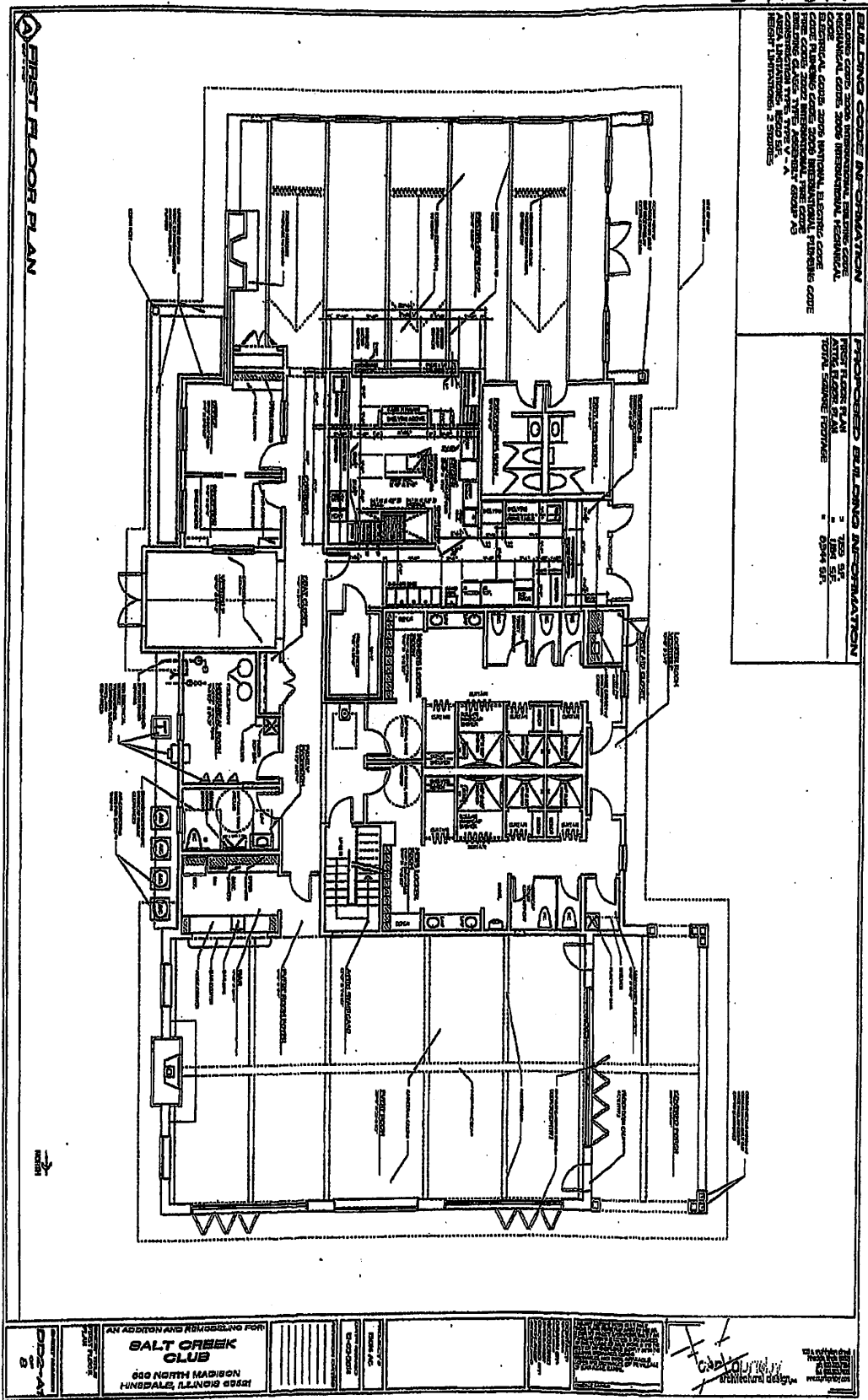


EXHIBIT "A"



BUILDING CODE INFORMATION	PROPOSED BUILDING INFORMATION
BUILDING CODE: 2003 INTERNATIONAL BUILDING CODE	FIRST FLOOR PLAN
MECHANICAL CODE: 2006 INTERNATIONAL MECHANICAL CODE	DATE: 1/20/04
ELECTRICAL CODE: 2005 NATIONAL ELECTRICAL CODE	TOTAL SQUARE FOOTAGE: 1204 S.F.
PLUMBING CODE: 2003 INTERNATIONAL PLUMBING CODE	
FIRE CODE: 2003 INTERNATIONAL FIRE CODE	
AREA LAYOUTS: 2003 S.F.	
REAR LAYOUTS: 2003 S.F.	

EXISTING CLUBHOUSE FLOOR PLAN

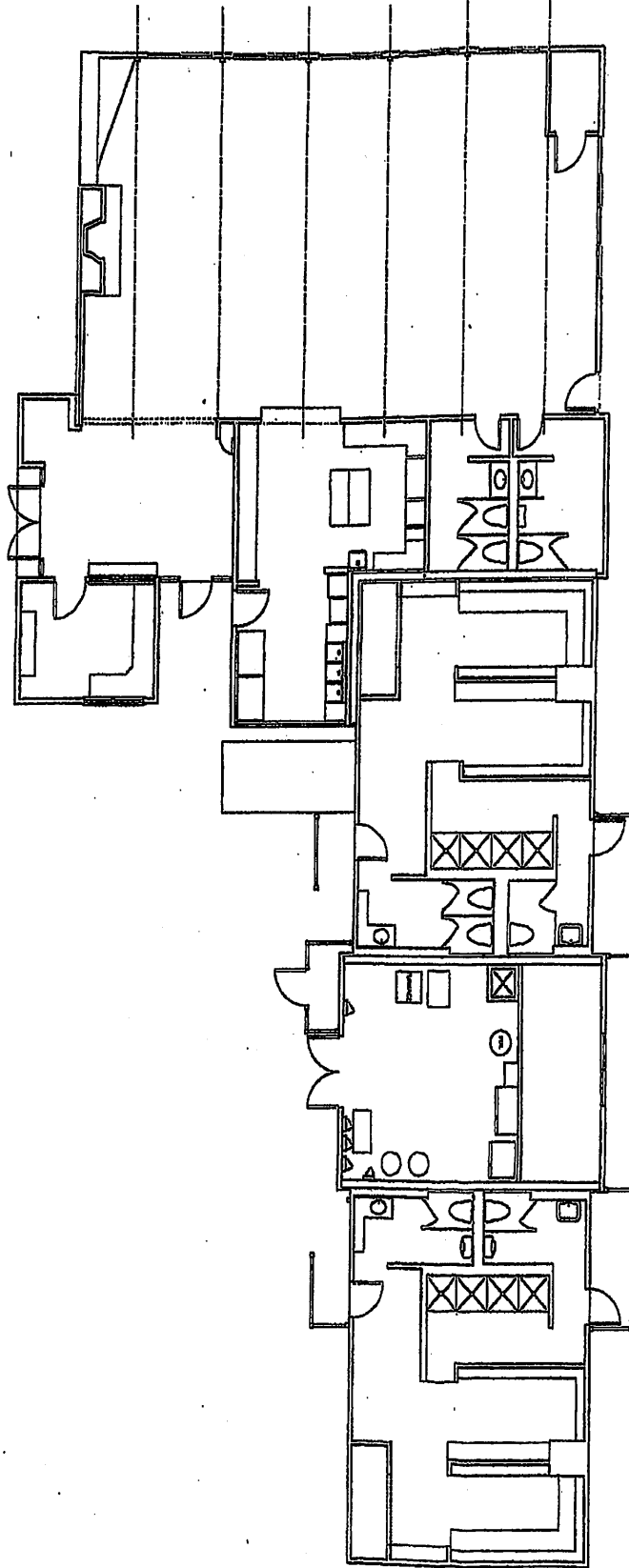


EXHIBIT B

**FINDINGS AND RECOMMENDATION
(ATTACHED)**

HINSDALE PLAN COMMISSION

RE: 830 N. Madison – Salt Creek Club – Exterior Appearance and Site Plan Review

DATE OF PLAN COMMISSION REVIEW: February 11, 2015

DATE OF BOARD OF TRUSTEES MEETING – 1ST READING: March 2, 2015

FINDINGS AND RECOMMENDATION

I. FINDINGS

1. Salt Creek Club (the "Applicant"), represented by Peter Coules, submitted an application to the Village of Hinsdale for exterior appearance and site plan review at 830 N. Madison (the "Subject Property").
2. The Subject Property is located in the OS Open Space District and is improved with a membership organization that contains a main clubhouse, several pools, tennis courts, paddle courts, a paddle court clubhouse, as well as several accessory maintenance buildings.
3. The Commission heard an explanation for Village Staff that summarized the request. Staff explained that while the proposal started as a Major Adjustment to a Planned Development, they were made aware during the process, that the original Planned Development approved in 2006, had been repealed, revoked and rescinded, due to failure to secure permits and begin work. As such, staff explained that the request before them would only be for the approval of exterior appearance and site Plan Review.
4. At the February 11, 2015 Plan Commission meeting, the Plan Commission heard a presentation from the applicant and reviewed the applicant's site plan and exterior appearance plans relative to redevelopment of the site for the construction of a new clubhouse.
5. The Commission requested additional information regarding the proposal, which included questions about landscaping, parking and the proposed building.
6. The attorney for the applicant indicated that as a result of the notice, he had been notified by the attorneys for two neighbors regarding lighting issues on the site, which he explained was not the subject of the proposal before the Commission.
7. The Commission appreciated the neighbor's concerns, but agreed that those issues were unrelated to the request before them, and as such, should not have any bearing on this request.
8. The Commission complemented the applicant on the architecture of the clubhouse and the overall project, stating that it would be a great improvement.

9. The attorney for the applicant requested that it be noted on the record, that none of the voting Commissioners were members of the Salt Creek Club and the Commissioners confirmed.
10. The Plan Commission finds that based on the Application and the evidence presented at the public meetings, and based on the submitted plans, the Applicant has satisfied the standards in Sections 11-604 and 11-606 of the Zoning Code applicable to approval of site plan and exterior appearance approval, respectively. Among the evidence relied upon by the Plan Commission were the site plans and various plans submitted and considered for the February 11, 2015, Plan Commission meeting, prepared by Caprio Prisby Architects.

II. RECOMMENDATIONS

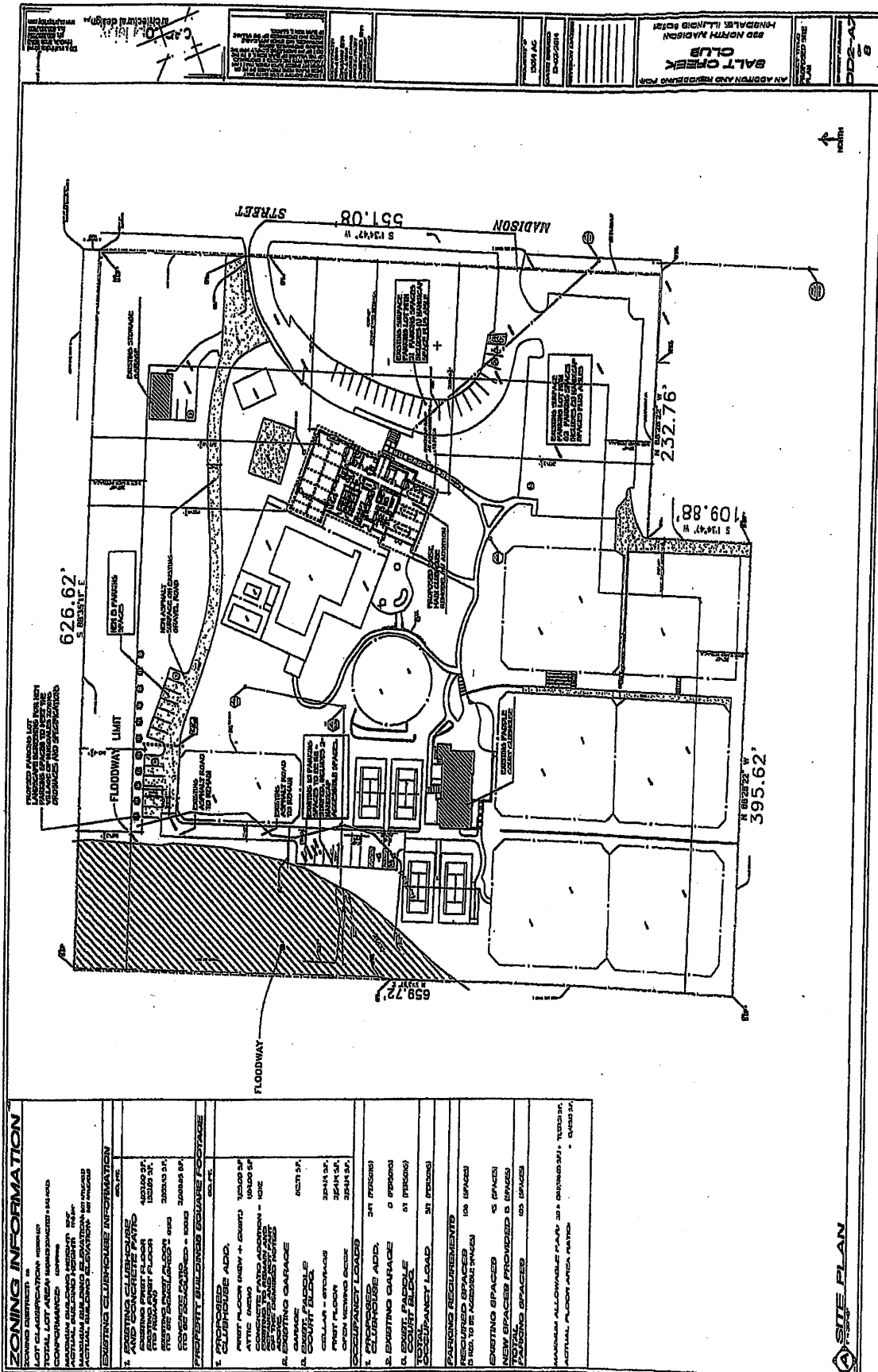
Following a motion to recommend approval of the proposed exterior appearance plans, the Village of Hinsdale Plan Commission, on a vote of eight (8) "Ayes," zero (0) "Nayes," and one (1) "Absent," recommends that the President and Board of Trustees approve the exterior appearance plans for 830 N. Madison – Salt Creek Club.

Following a motion to recommend approval of the proposed site plan, the Village of Hinsdale Plan Commission, on a vote of eight (8) "Ayes," zero (0) "Nay," and one (1) "Absent," recommends on remand that the President and Board of Trustees approve the site plans for 830 N. Madison – Salt Creek Club.

THE HINSDALE PLAN COMMISSION

By: 
Chairman

Dated this 12th day of March, 2015.



ZONING INFORMATION

ZONING DISTRICT: R-1
 LOT CLASSIFICATION: RESIDENTIAL
 TOTAL LOT AREA: 1.00 ACRES
 CONFORMANCE: 100%
 ACTUAL BUILDING ELEVATION: 100' 0" ASL
 ACTUAL BUILDING ELEVATION: 100' 0" ASL
 ACTUAL BUILDING ELEVATION: 100' 0" ASL

EXISTING CLUBHOUSE INFORMATION

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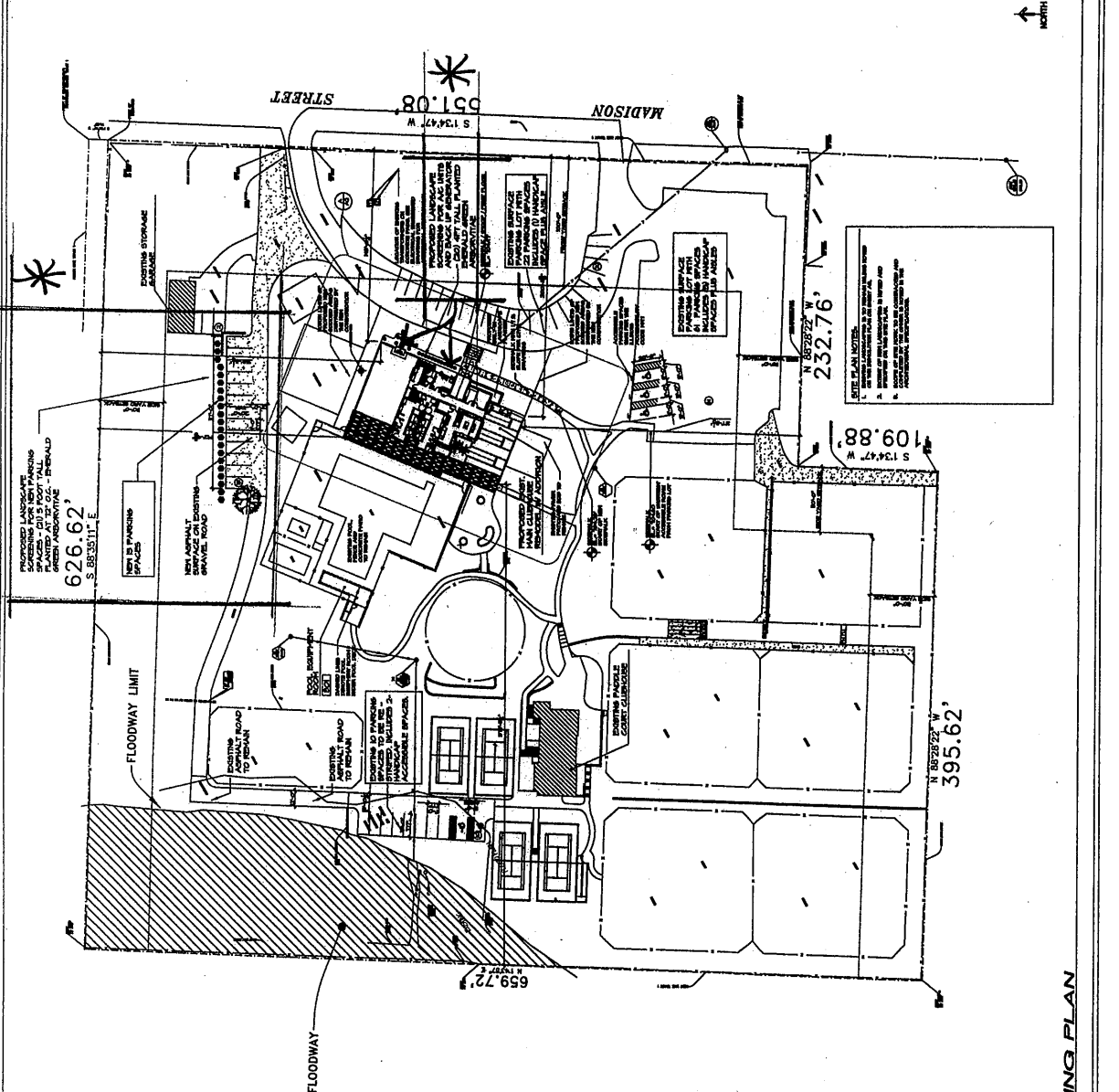
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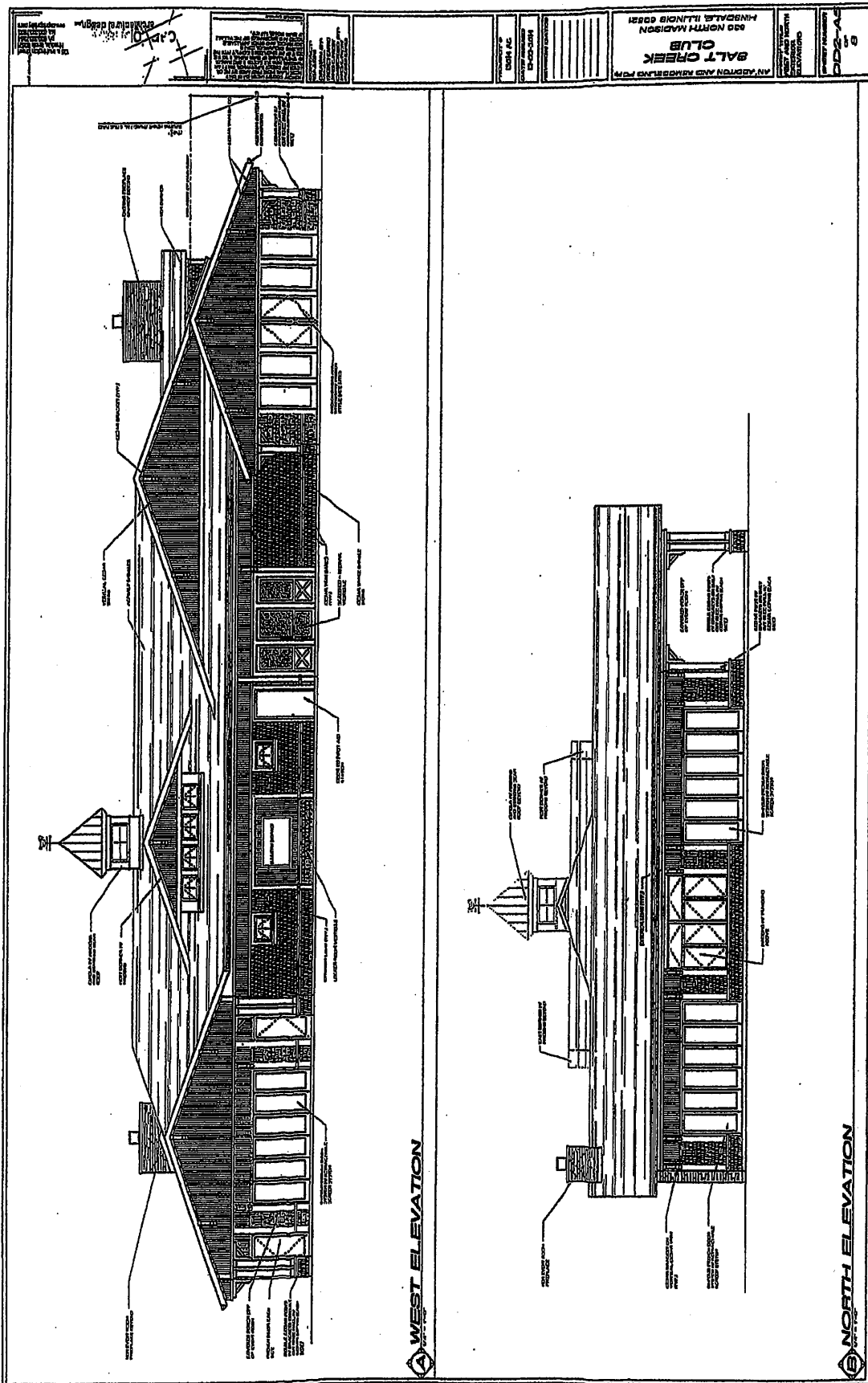
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A SITE AND LANDSCAPING PLAN



22 E. Washington St.
Madison, WI 53703
TEL: 608.261.1234
WWW.CARODRURY.COM

CARODRURY
ARCHITECTURAL DESIGN

PROJECT NAME
SALT CREEK CLUB
880 NORTH MADISON
MILWAUKEE, WISCONSIN 53202

DATE
08.14.10

BY
CARODRURY

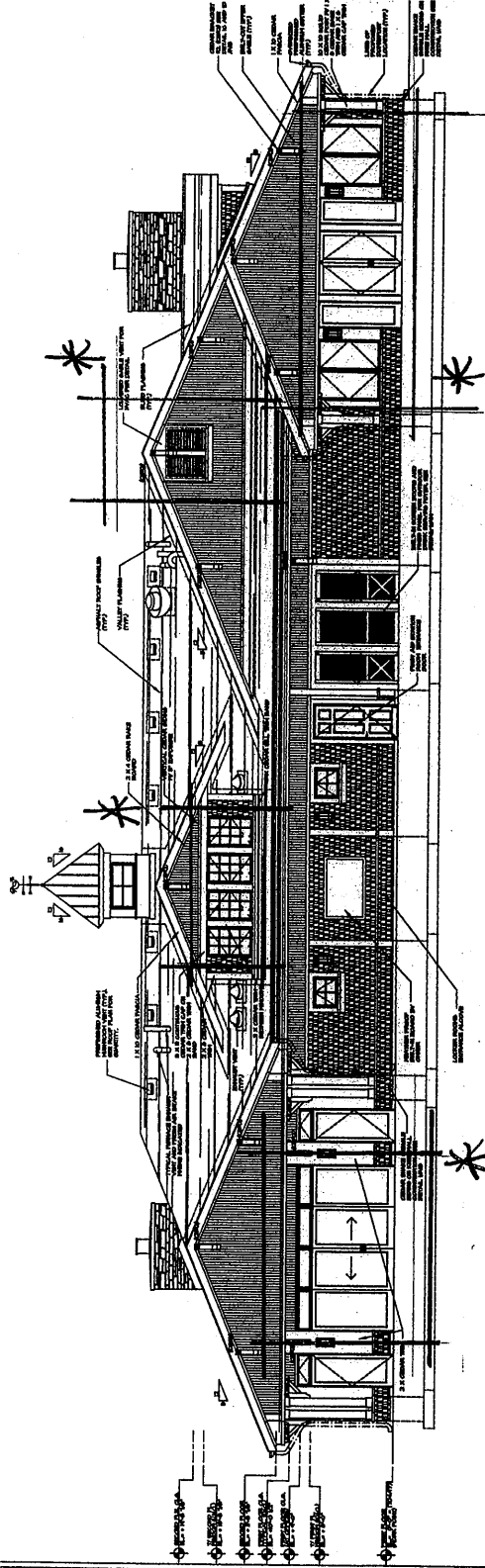
FOR
MCM, INC.

SCALE
1/8" = 1'-0"

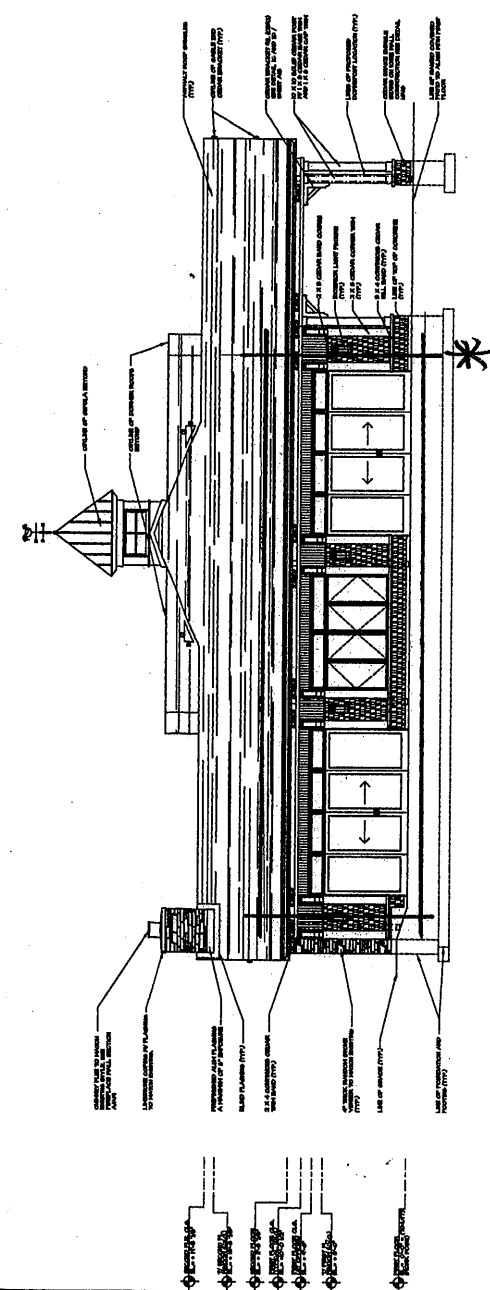
NOTES
1. SEE ARCHITECTURAL SPECIFICATIONS FOR MATERIALS AND FINISHES.
2. SEE ELECTRICAL SPECIFICATIONS FOR LIGHTING AND ELECTRICAL SYMBOLS.
3. SEE MECHANICAL SPECIFICATIONS FOR HVAC AND MECHANICAL SYMBOLS.

AN ADDITION AND REMODELING FOR
SALT CREEK CLUB
880 NORTH MADISON
MILWAUKEE, WISCONSIN 53202

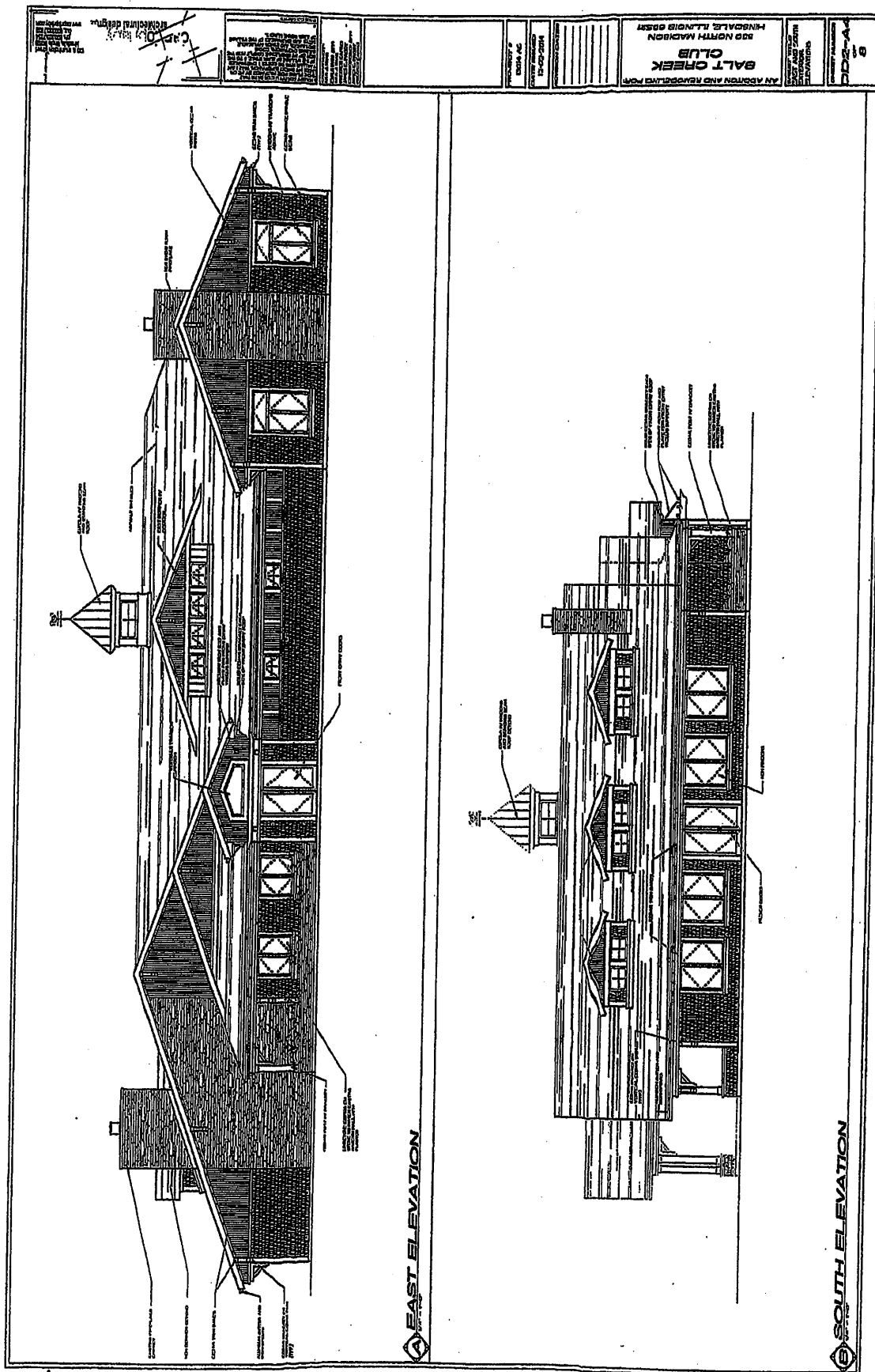
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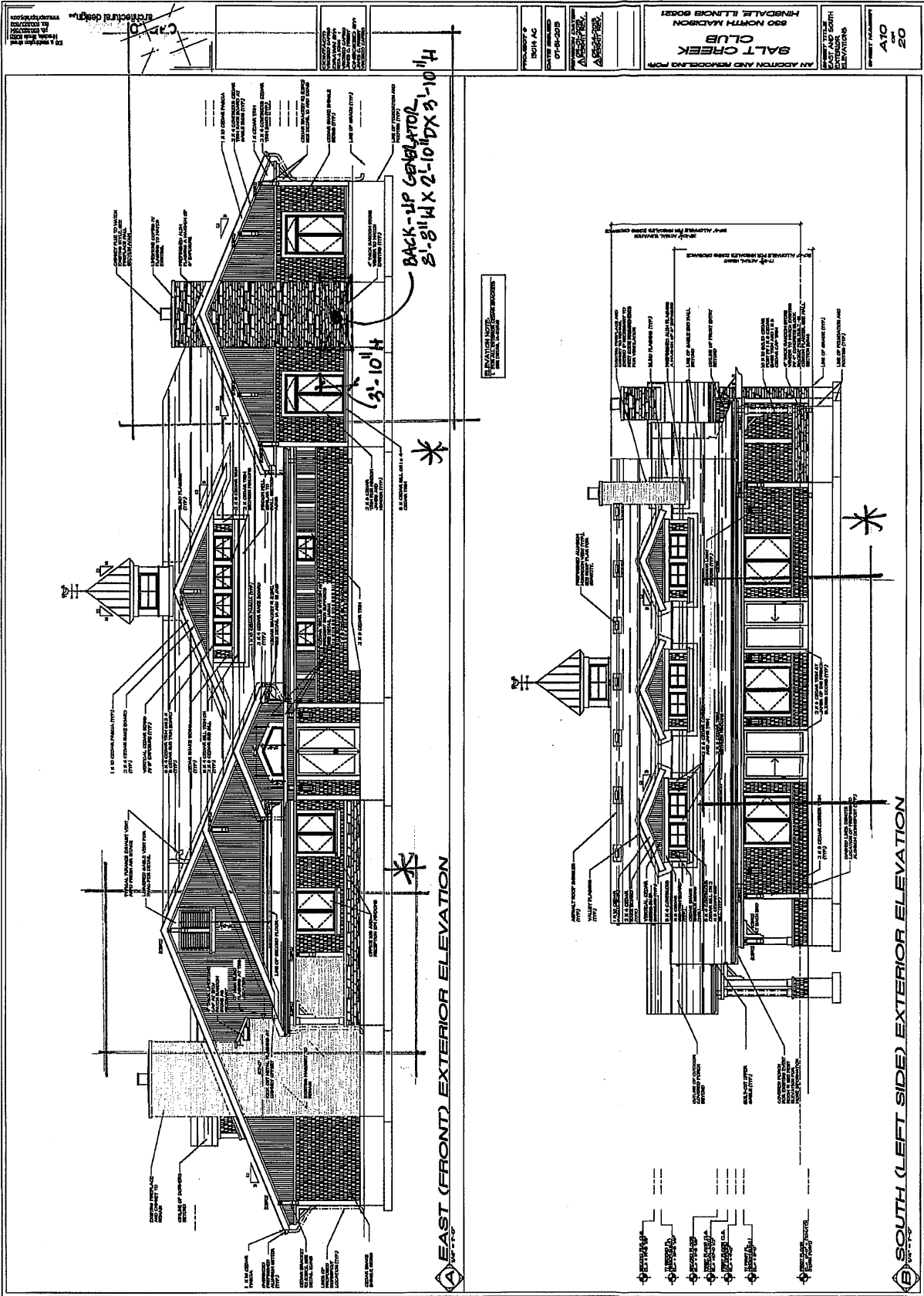


A WEST (REAR) EXTERIOR ELEVATION

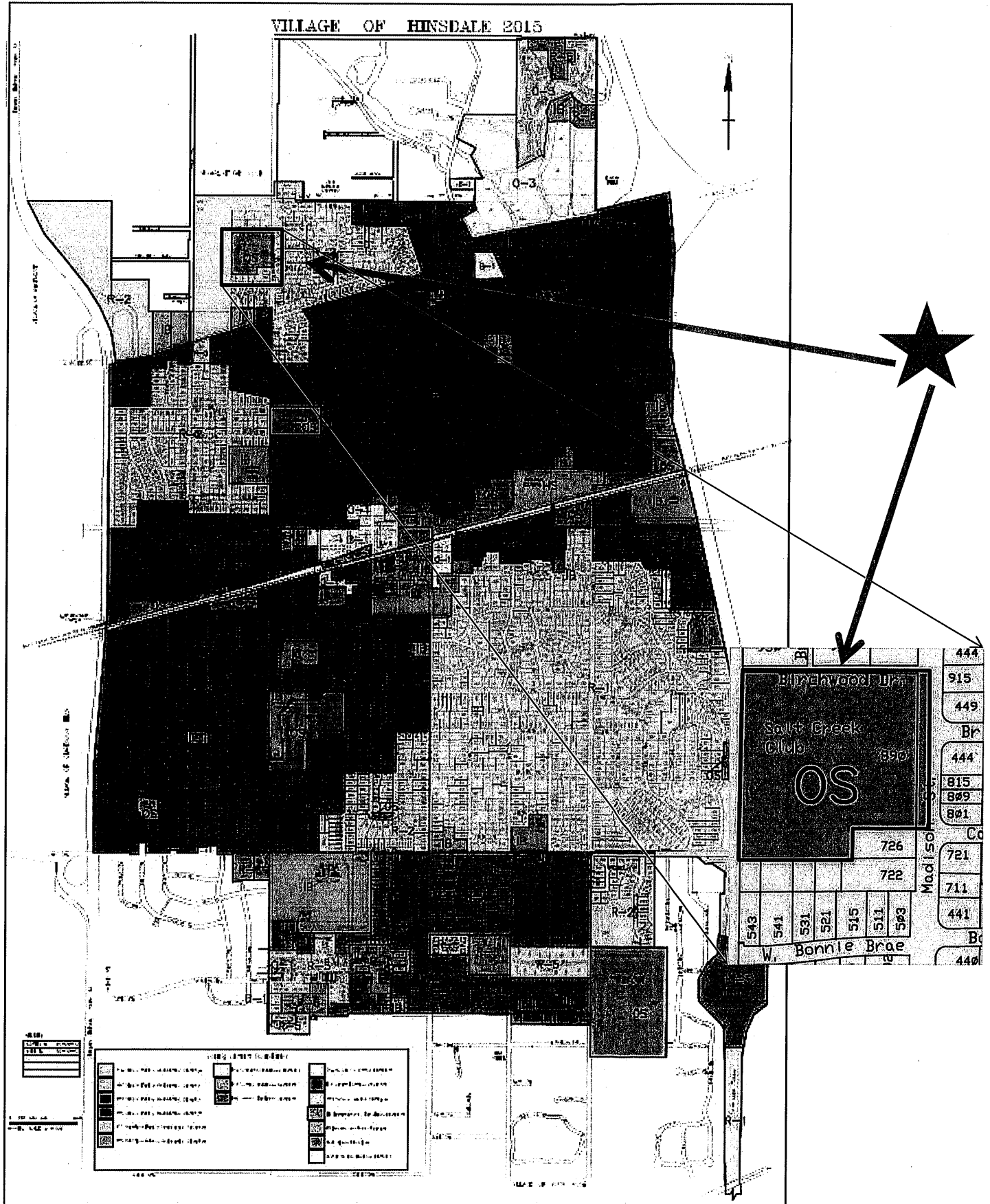


B NORTH (RIGHT SIDE) EXTERIOR ELEVATION

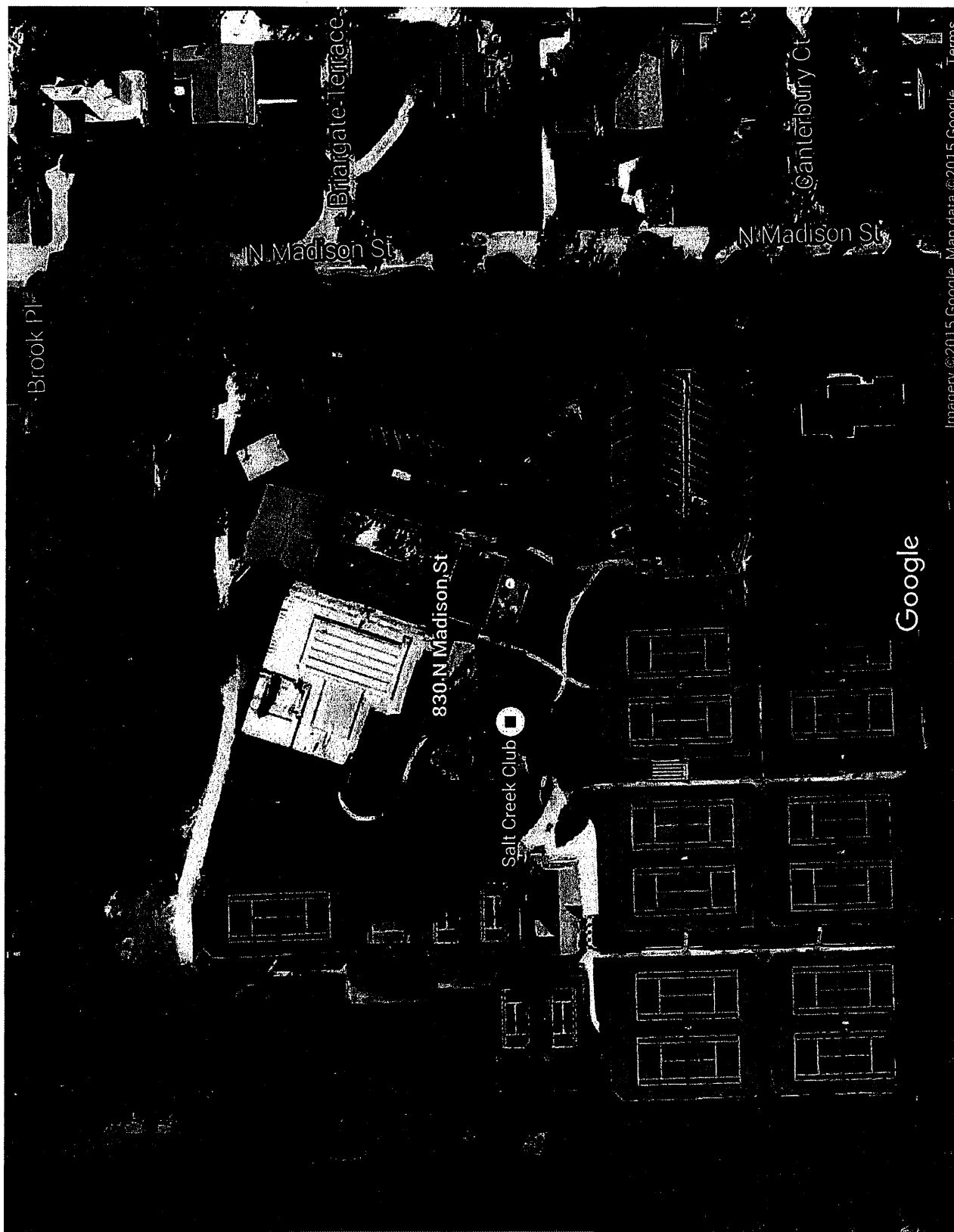
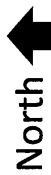




Attachment 4: Village of Hinsdale Zoning Map and Project Location ★



Attachment 5: Aerial Map (830 N. Madison Street)





9a

MEMORANDUM

DATE: January 19, 2016
TO: President Cauley and the Village Board of Trustees
CC: Kathleen A. Gargano, Village Manager
FROM: Dan Deeter, PE, Village Engineer
RE: Oak Street Bridge Project Discussion Item

Overnight Construction Work

During the January 5, 2016 Board of Trustees meeting, the Board of Trustees approved overnight removal of concrete forms from the underside of the Oak Street Bridge. At that time, Kenny Construction was coordinating with the Burlington Northern Santa Fe (BNSF) railroad to schedule this activity. On 01/13/15, BNSF approved two weekends for the overnight work – February 12-14, 2016 or February 19 – 21, 2016 in case of inclement weather. Staff will notify the residents around the construction site of the overnight work.

Commuter Parking

During the Oak Street Bridge Phase 1 (Environmental Assessment/Preliminary Engineer), the preliminary plans were developed with commuter parking on Hillgrove Avenue on the north side of the street. This allowed commuters catching a train to immediately park on the north side of Hillgrove rather than drive the full length of Hillgrove, turn around in the cul-de-sac, and then park on the south side of the street. Additionally, commuters parking on the north side of the street can use the sidewalk on the north side of Hillgrove to walk to train station (rather than walking in the street).

By changing Hillgrove to a cul-de-sac and parking on the north side of the street, the available commuter parking spaces on Hillgrove were reduced from 25 spaces to 16 spaces – a loss of 9 spaces on Hillgrove. The lost commuter parking spaces on Hillgrove were replaced by changing permitted parking spaces on North County Line Road to numbered commuter parking spaces.

After the opening of Hillgrove Avenue in December 2015, the Wellness House expressed concerns that additional numbered commuter parking on N. County Line Road will impede parking for their staff and visitors. By relocated the commuter parking on Hillgrove Avenue from the north side of the street to the south side of the street, the parking on Hillgrove can be increased from 16 to 19 spaces resulting in a loss of 6 spaces versus the 9 spaces previously lost. This would increase the number of spaces available to the Wellness House by three spaces. The disadvantage to commuters is an increase in the time it takes to get to their parking spot. Our consulting engineer, HR Green, estimates that this relocation will cost +/- \$6,000. This could be paid for with grant money from Metra or the Illinois Department of Commerce and Economic Opportunity (DCEO).



MEMORANDUM

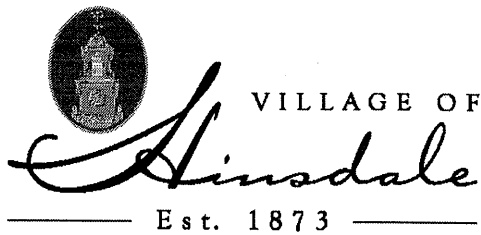
Street Lighting

After the installation of the LED street lights on Oak Street, local residents complained that the lights were too bright and harsh. The Village contacted the supplier who provided a sample of a "warmer" or less harsh style of LED. This was installed at the southeast corner of the intersection of Oak and Chicago. This warmer light better approximated the light from the existing incandescent street lights in the Village. Trustee and resident feedback was positive for this warmer LED. Because it was not in stock, the supplier had to back-order the warmer LED. The first batch of warmer LEDs subsequently arrived and was installed on 01/08/16. The street lights on Oak Street from Chicago to the hospital's mid-block crosswalk were changed to the warmer LED. The remaining replacement LEDs are expected to be installed in February 2016.

Additional Fencing and Local Agency Funding

While reviewing the project area after the opening of the bridge, Trustee LaPlaca suggested that the appearance of the bridge could be enhanced by extending the aluminum fencing from the southwest corner of the bridge south to the northern boundary of 4 North Oak Street. The estimated cost for this additional fencing is \$13,750. When initially proposed, it was uncertain whether IDOT would approve this addition to the project to be paid for with federal funds or local agency funds. This week, IDOT has approved using federal funds for the additional fencing.

The Oak Street Bridge change order schedule included in each month's Engineering Update to the Board of Trustees notes those change orders which IDOT has approved for local agency funding. As the Board of Trustees is aware, the Village of Hinsdale is using grants from Metra and DCEO to pay the local agency costs. The Metra grant has \$100,000 allocated for construction costs. Currently, IDOT has designated \$96,140 to be paid for using local agency funds. There is approximately \$455,000 of unspent DCEO funds which were allocated for lands acquisition. Staff is currently in the process of having the DCEO grant agreement modified to allocate the remaining \$455,000 to construction costs.



19 East Chicago Avenue
Hinsdale, Illinois 60521
(630) 789-7000
www.villageofhinsdale.org

DATE: January 15, 2016

TO: President Cauley and the Village Board of Trustees
Kathleen A. Gargano, Village Manager

FROM: George Peluso, Director of Public Services
Bradley Bloom, Chief of Police
Robert McGinnis, Director of Community Development
Suzanne Ostrovsky, Management Analyst

RE: Snow and Ice Sidewalk Clearing

Executive Summary

Since the beginning of the 2015-16 winter season, Village Trustees and staff have received a number of comments from the community related to the condition of Village sidewalks during winter weather events. These comments have primarily been related to sidewalks in key areas, including commuter walking routes, school routes and within downtown Hinsdale. As directed by the Board of Trustees at the Village Board meeting of January 5, 2016, Village staff has taken steps over the past two weeks to address these concerns. These initial steps included the following:

- 1) Creation of public information pieces encouraging residents to be good neighbors and clear sidewalks after it snows; this includes:
 - Information on cable Channel 6 (currently airing)
 - Notice in weekly eHinsdale newsletter (beginning Friday, January 8)
 - Informational message in bi-monthly water bills to all customers through the end of the winter season
- 2) Review of current Village practices by Village staff and by observing general public

- 3) Discussion of alternatives to ensure that sidewalks are cleared, including obtaining initial pricing for contracting out high-priority areas (school routes, commuter routes and potentially additional areas of downtown)
- 4) Creation of additional public communication tools
 - Snow removal brochure to be shared with all residents and businesses at the start of the winter season and through the Village website and public information kiosks
 - Program to pinpoint specific property owners who may need a reminder to shovel their walks, which includes postcard notification and a database to track problem areas (to be addressed on a case-by-case basis)
- 5) Collection of survey data from Chicago-area municipalities with sidewalk snow removal ordinances in place

Current Village Practices

Currently, the Village relies on its residents and businesses to clear public walkways within the Village of snow and ice in order to maintain public safety. However, there is nothing in the Village code that requires property owners to perform this work.

The Village clears the sidewalks in portions of downtown Hinsdale and in other areas throughout the Village. This work is accomplished through a combination of in-house Public Services staff and outside contractors. Areas currently cleared by the Village include the sidewalks adjacent to the Village's three Metra stations, the platforms at the Brush Hill and Highlands stations, municipal facilities, parks and commuter parking lots. These areas are highlighted in yellow on the overview maps attached as Exhibit A.

The Village's 2015-2016 Snow and Ice Control Plan (attached as Exhibit B) provides that following a snowfall greater than 2", the Village will call in an outside contractor to clear most sidewalks within the Central Business District (CBD). These areas are highlighted on the map attached as Exhibit C, and downtown snow removal procedures are discussed in detail below.

Downtown Snow Removal

The attached overview maps (Exhibit A) specify the areas that are cleared by (a) Village staff and contractors (after 2" of accumulation); (b) School District 181¹; and (c) proposed areas defined as main, school and commuter routes.

¹ Village staff confirmed District 181's snow removal policies with the district's maintenance personnel. District 181 clears the sidewalks adjacent to their properties, as reflected in these maps.

After 2" of accumulated snow, the Village contracts with Fuller's, an outside contractor, to clear a portion of the sidewalk in the CBD, as indicated on the attached map (Exhibit C). This service is provided for the cost of \$595 per occurrence. As part of this service, Fuller's clears 6,100 linear of sidewalk at a cost of approximately \$0.10 per foot. The total expenditure for this service is approximately \$6,000 per year.

As indicated on the overview map, there are a number of areas within the CBD that are not included in the service agreement with Fuller's. Initial contractor pricing to remove snow in these additional downtown areas and along the proposed "safe pedestrian routes" (highlighted in green on Exhibit A) is estimated to be an additional \$3,900 per occurrence. The total linear footage of the newly-created service area is 28,000 linear feet, which is 4½ times more sidewalk than Fuller's currently clears as part of their existing agreement with the Village.

Since these additional areas are geographically scattered throughout the Village, staff has estimated a cost of approximately \$0.14 per linear foot to clear the additional sidewalks. The increased per-foot cost is primarily due to contractor mobilization and additional fuel costs from having to drive from one section of the Village to another. Over the past three years, the Village has contracted sidewalk clearing in downtown Hinsdale an average of 10 times, so it is estimated that this proposed additional service area would equate to \$39,000 in additional annual snow removal expenditures.

To maximize efficiency and manage costs, the Village could consider segregating these additional services. For example, the Village could opt to expand only sidewalk clearing in the CBD, which would mean that the cost per foot would be similar to the current Fuller's contract rate of \$0.10 per linear foot (rather than \$0.14).

The Director and Superintendent of Public Services drove the areas near schools following the recent snow event of December 28, 2015 to investigate whether the surrounding sidewalks were generally clear. At that time, it seemed that the majority of property owners along school routes had taken appropriate measures to clear their sidewalks. During the inspection, it appeared that only a few (2-3) homeowners per block were not clearing their sidewalks. With the event occurring so close to the holidays, this could have been primarily due to residents being on vacation and not at home. Therefore, if the Village were to move forward with contracting out these additional areas, the Village could in some cases be paying to provide a service that is already being provided by area residents.

Should the Village Board desire to provide additional snow removal services in these areas, it is recommended that the work be bid out in advance of the 2016-17 winter

season. Bidding this work during the current winter season would not be advantageous, as contractor pricing for the service would be at a premium.

Additional Communication Tools

Staff is working to ensure that the public is readily informed of the Village's focus on sidewalk snow removal. These communication efforts include messaging via eHinsdale and cable access Channel 6. A message encouraging sidewalk snow removal will also be added to the water bills issued to each customer bi-monthly for the remainder of this winter season, and staff has made a note to include this message once again beginning in November of 2016.

In addition to the above, the Village has created a program of reminders that will be distributed via a postcard, which is attached as Exhibit D. These postcards will be carried by members of the Police and Community Development departments. Any resident or business that is deemed to be in need of a reminder to clear their sidewalks will be hand-delivered a postcard. Community Service Officers and Community Development field staff will be given discretion as to when these reminders should be issued, with the general guideline being sidewalks that are not cleared within 24 hours of the cessation of a storm with an accumulation of 2" or greater. The Police Department will be notified when these cards are dropped off and will maintain an address database in order to track problem areas.

Staff has also designed a snow removal brochure, attached as Exhibit E, which is intended to provide guidance to residents and businesses on the Village's expectations for sidewalk snow removal. This brochure will be made available via the Village's website, and printed versions will be available upon request and in reception areas in Village facilities. Consideration has also been given to mailing the brochure to all households within Hinsdale. Printing and mailing costs for the brochure are estimated to be \$2,800. This mailing could either be sent during only the current season, or it could be distributed on an annual basis as a reminder.

Municipal Ordinance Survey

Staff was directed by the Board of Trustees to investigate the presence and enforceability of sidewalk clearing ordinances in municipalities throughout the Chicago region. With the assistance of the Village's attorneys, staff undertook a survey of area municipalities on this matter. The results of this survey are attached as Exhibit F. The survey included the amount of the fine, as well as the mechanisms and level of enforcement. Additional information provided by the Village's attorneys indicated that the majority of municipal ordinances go into effect 24-48 hours after a snowfall of 2".

It is worthwhile to note that per guidance received from the Village's attorneys, the Village has the right to enact a sidewalk snow removal ordinance if desired. Any such ordinance would not create additional tort liability issues for either the Village or the property owners, absent proof of "willful and wanton conduct."

Many surrounding communities, including Oak Brook, Clarendon Hills, Burr Ridge and Western Springs, do not have an ordinance requiring residents and businesses to clear sidewalks. However, as demonstrated by the attached survey, there are a number of Chicago-area municipalities with an ordinance in place. The respondents were equally split on how complaints are generated (actively sought by the municipality versus driven by complaints). Possible fines varied from a low of \$25 to a high of \$1,000, dependent upon the severity and regularity of the violation. All survey respondents indicated that they have a warning system in place, which is used to increase compliance before tickets are issued. Of the survey sample, Chicago issued the largest number of tickets, with 226 issued in 2014. However, the vast majority of the municipalities surveyed issued 10 or fewer tickets annually for sidewalk clearing violations. This data seems to indicate that the ordinances, while codified, are not broadly enforced.

If the Village were to enact an ordinance, there are issues of enforcement that would need to be addressed. The City of Chicago, which writes the largest number of tickets for sidewalk violations, has staff in two separate departments that conduct enforcement activities. For the Village, enforcement would likely include both a Notice of Violation and a ticket, which typically requires two hours of staff time to issue. This is in addition to the three hours the enforcing employee will spend in field court. This creates staffing challenges for the Community Development department. Depending upon the number of tickets written, additional staff may be necessary to enforce any ordinance the Village might consider adopting. The Community Development department currently has one part-time code enforcement officer at 29 hours per week, and additional services are contracted at a rate of \$68 per hour. Any additional time required to enforce a sidewalk snow ordinance would come at the expense of other department activities.

Additional Considerations

Hinsdale has a significant number of residents that often travel for extended periods. An ordinance requiring residents to clear their sidewalks would likely lead to ticketing residents who are out of town and therefore not available to remedy the situation. Therefore, from both a public relations and a staffing/cost perspective, the Village may wish to consider a code change that would allow the Village to contract out the shoveling of problem areas. It is estimated that a contractor would perform this work at a cost of \$25-\$50 per residence. This cost could be absorbed by the Village or invoiced to the property owners. If property owners were invoiced and did not pay the charges in

a timely manner, the Village would have the ability to send unpaid invoices to collections, as is typical with other Village-issued charges.

Conclusion

Village staff continues to work to address the concerns of snow and ice-covered sidewalks expressed by the public and the Board of Trustees. After careful consideration and a review of the policies and practices of other municipalities, staff's recommendation is to work to gain voluntary compliance through a public education campaign. Should this tactic not prove successful, the Village could then consider:

- 1) Adding new areas to be cleared by an outside contractor
- 2) Amending the Village code to allow the Village to send a contractor to clear the sidewalk and invoice the resident for the associated cost

Exhibits

- Exhibit A: Snow Removal Overview Map
- Exhibit B: Village of Hinsdale 2015-2016 Snow and Ice Control Plan
- Exhibit C: Current Contractor Area Map
- Exhibit D: Postcard Reminder
- Exhibit E: Snow Removal Brochure
- Exhibit F: Municipal Ordinance Survey

VILLAGE OF HINSDALE 2014

Legend

- School Maintained Walk
- Village Maintained Walk
- Proposed "safe route"
- Crossing Guard Location
- Pedestrian Destination

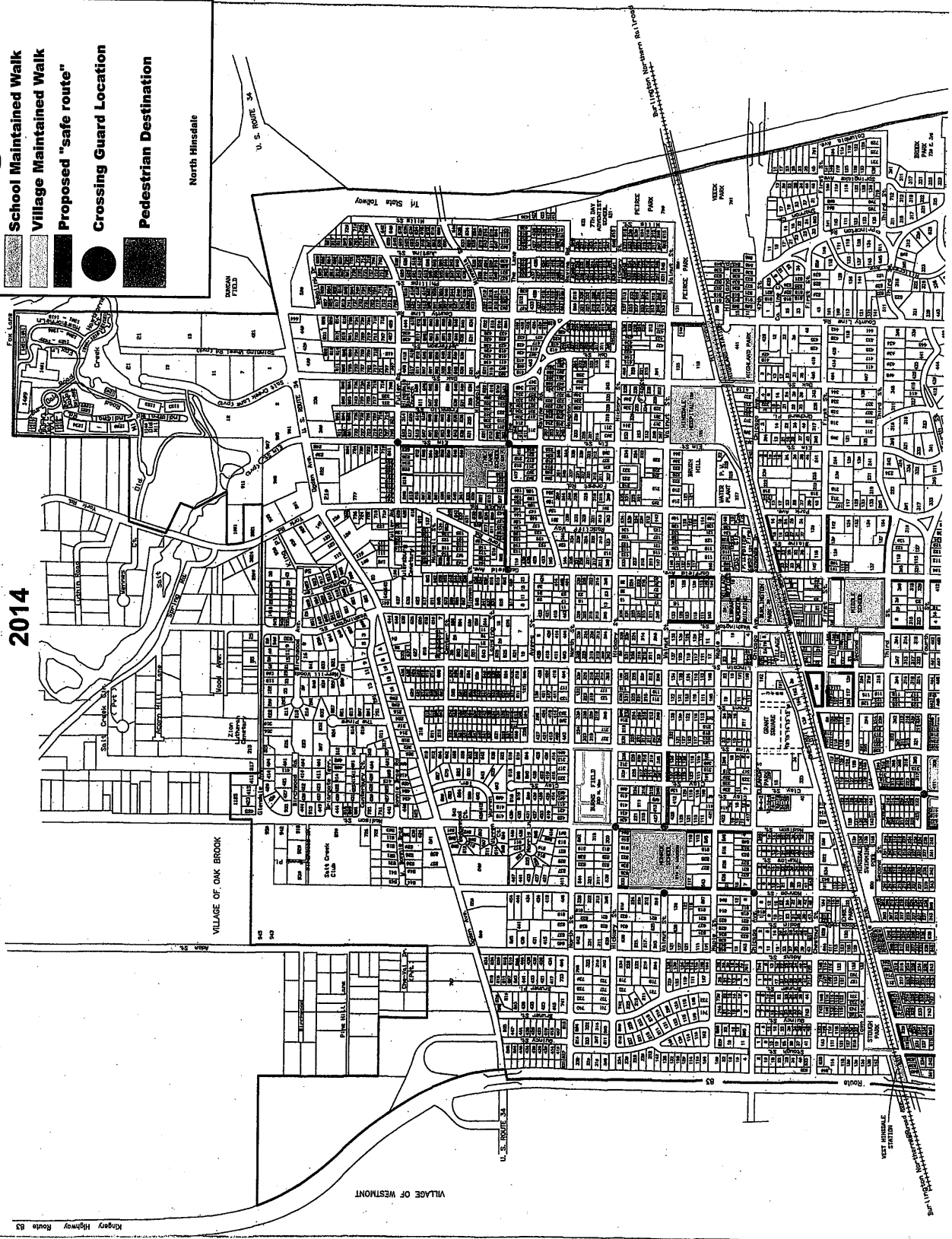
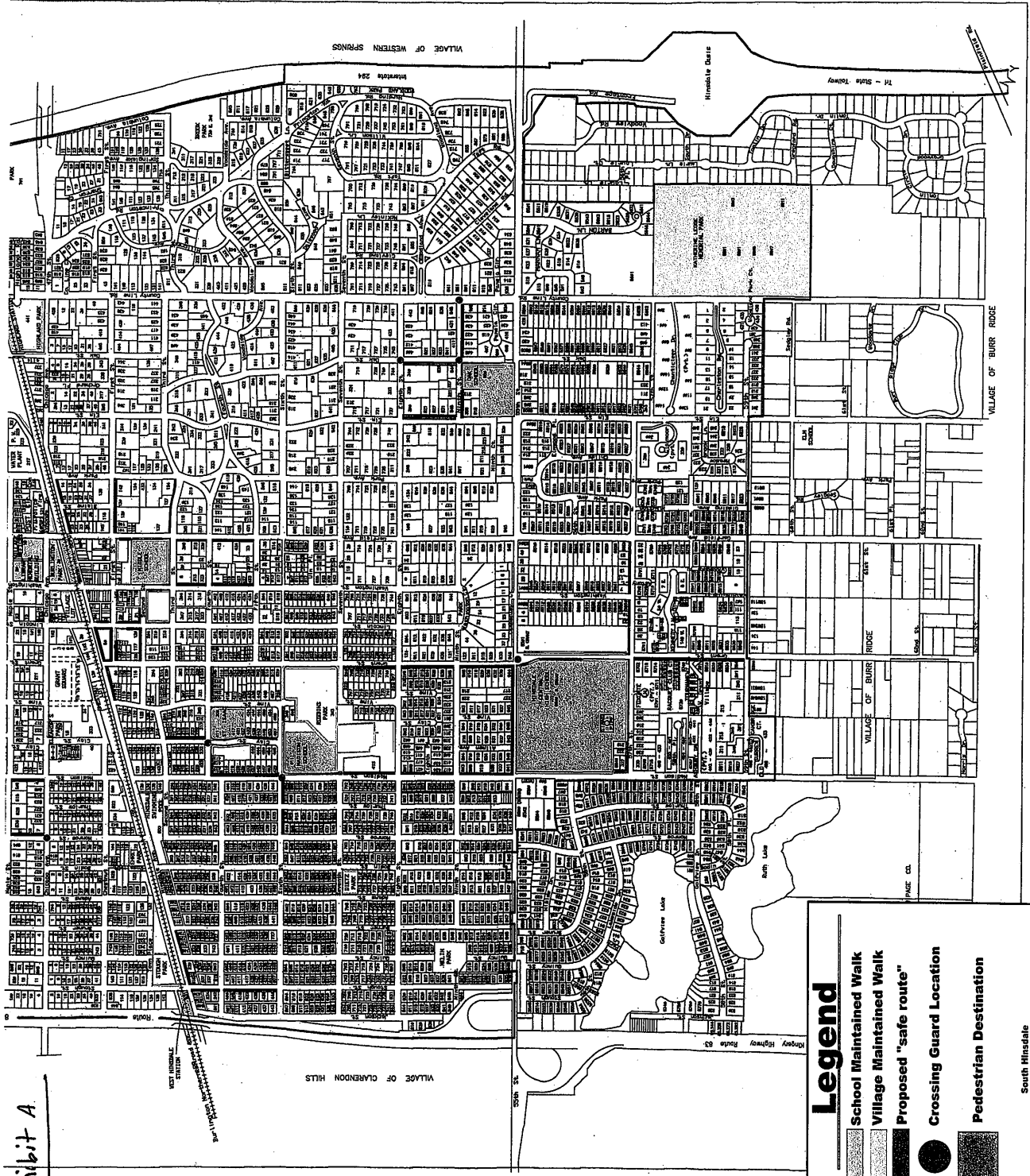


Exhibit A



Legend

- School Maintained Walk
- Village Maintained Walk
- Proposed "safe route"
- Crossing Guard Location
- Pedestrian Destination

South Hinsdale

Exhibit B

VILLAGE OF HINSDALE

SNOW REMOVAL AND ICE CONTROL PLAN

2015/2016

A. STATEMENT OF PURPOSE

To combat winter storms, Hinsdale has developed this snow and ice control program, which is dictated by the intensity of each individual storm. The job of subduing a winter storm is a team effort involving snow and ice control crews, private contractors, the news media and citizens.

This Snow Plan was established to combat winter storms while maintaining public safety and preventing damage to life and property. Plowing operations commence after 2" of snow accumulation. Salting operations will continue during plowing until conditions deem it unnecessary or ineffective.

In general, the priorities for plowing and/or salting operations are listed in the following order.

1. Main Arterial Roads, Central Business District Roads and School Routes – Opening and maintaining the condition of these roads is the main priority in all plowing operations. A list of the Village's main arterial roads is provided in the Description of the Roadway Section of the plan.
2. Train Platforms – The Village is responsible for the cleaning of the Brush Hill and Highland Station commuter platforms. The platforms will be continually cleared during the entire snow event. Final clean-up will commence once the snow event has ended.
3. Secondary Streets - These roads are plowed after 2" of accumulation and after plowing and salting operations have concluded along the main roads. In normal operations, only side street intersections are salted, but mid-blocks and the entire street may be salted if conditions dictate.
4. Sidewalk Circuits – Sidewalks listed on the 91 Circuit and 92 Circuit are cleared continuously and in conjunction with plowing operations. A list of areas cleared per each circuit is provided in the Plowing Section of the plan.
5. Cul-de-sacs – These are plowed after 2" of accumulation in conjunction with the plowing of side streets.
6. Parking Lots – The plowing of public parking lots is performed by the Public Services Department. Parking lots are plowed after 2" of accumulation. A list of all the parking lots cleaned during a snow event is provided in the Plowing Section of the plan.
7. Alleys – Alleys will clear as needed once all roadway sections and sidewalks have been cleared. A list of all alleys cleaned by the Public Services Department is provided in the snow plan.
8. Town Clean-Up - These areas are cleared of snow when the accumulation of snow creates a hazard for pedestrians using the district. The operation entails removing snow from the "transition zone" adjacent to the curb by pushing all of this snow into the parking area. Town clean-up will be scheduled after all areas have been cleared, and at the discretion of the Public Services Director or his designee.

B. PUBLIC POLICIES – VILLAGE CODE PARKING RESTRICTIONS

SECTION 6-6-2: Parking During Snow Removal – It shall be unlawful to park any vehicle on any public street in the Village at any time within (12) hours after a snowfall of three inches (3”) or more had occurred.

C. OPERATION POLICIES

1. SALTING

The Village purchases a total of 1200 tons of salt each year through two separate contracts. Salt contracts are procured in March of each year. One is through the State of Illinois Central Management Services (600 tons) and the other is through the DuPage County Department of Transportation (600 tons). Having the two contracts is a great benefit to the Village in that we have relationships with two different vendors, should any potential salt shortage arise.

The policy of the Public Services Department is to salt main arterial streets, streets adjacent to schools, streets with curves or steep grades, and intersections on secondary roads. These streets are referred to as the salting route. If there is a salt shortage due to extreme weather factors, the Director of Public Services may limit salting operations for conservation purposes. Should this occur, the Director will coordinate with the Village President, Board of Trustees and Village Manager’s Office on notification to residents and business owners on limited salting operations.

a. Method

Salting is a proactive approach used to minimize the bonding of ice to pavement and to halt the further buildup of ice and snow on roads and sidewalks. Salting of the arterial streets and intersections will occur if conditions are favorable for snow build-up or icing which could lead to hazardous vehicular travel. The amount of salt dispersed will depend upon the conditions, but will typically vary from 400-1200 lbs/lane mile. Salting operations will continue until the icing conditions are brought under control (wet pavement is maintained) or until salting is no longer effective and plowing commences.

b. Pre-wetting

Pre-wetting salt (applying a liquid de-icer) greatly enhances the ice melting performance of rock salt at lower temperatures, helps the salt stick better where applied and helps reduce the corrosiveness of rock salt. Common rock salt starts to lose melting efficiency around 20 degrees. However, treated salt remains active in temperatures that are 25 degrees or lower, when salting during nighttime hours, or when temperatures are expected to fall below 25 degrees immediately following a snow event. Salt is treated at a rate of 8-12 gallons per ton of salt, depending on conditions. The Public Services Department is equipped with one truck (Truck #7) with the pre-wetting operation.

Treatment of salt is also applied to individual loads of salt to be distributed by other large trucks (Trucks #22, #9, #4, #5) and smaller one-ton trucks (Trucks #34 and #11) when temperatures reach below 25 degrees.

c. Main Arterial Roads

During a salting event, arterial roads will be salted to keep roads safe and prevent ice accumulation. A list of the Village's main arterial roads is provided in the Description of the Roadway Section of the plan.

d. Secondary Roads (Side Streets)

Under normal conditions, only side street intersections will be salted. Salt will be applied to the 100-ft length of roadway approaching and exiting each intersection. If sub-freezing temperatures are expected after a storm event, salt may be applied to the entire street to prevent icing, if needed. The supervisor on duty or the Director of Public Services will make this decision if it is deemed necessary to provide safe travel.

e. Parking Lots

Parking lots will be salted in a manner that will keep commuters and pedestrians safe for driving and walking purposes. Depending on conditions and timing of event, parking lots may only be spot salted in the drive aisle of the parking lots.

f. Cul-De-Sacs/Dead Ends

Depending on conditions, cul-de-sacs will be spot salted during a salt crew call-out. Additional salting of these areas will be at the discretion of the Public Services Director or his designee.

g. School Routes

When needed, school route intersections and crossing guard locations shall be salted every weekday that school is in session by 7:30am whenever possible. The following schools are considered part of the school route:

Hinsdale Middle School	Madison School	Monroe School
Oak School	The Lane School	Hinsdale Central High School
St. Isaac Jogues	Vine Academy	

h. Alleys

The Village **does not** have enough salt in its current allotment to salt alleys. Spot salting of alleys may occur to help de-ice sump pumps and steeper areas, only at the discretion of the Public Services Director or his designee.

i. Optional Three-Man Salt Route

Usually, four trucks will be used to salt arterial streets. If minimal precipitation occurs, the supervisor may choose to utilize three trucks instead. This option should only be used at night or on weekends, when adequate time is available to complete the operation before peak traffic periods.

j. Emergency Salting Routes

Emergency salting routes have been established to include only the major arterial streets that must be salted to maintain basic traffic flow. The decision to switch to these routes may occur if the Village runs low on salt or is unable to procure additional salt. The decision to implement this switch will be made by the Director of Public Services and the Supervisor on duty.

2. PLOWING

Plowing operations will commence when 2" of snow has accumulated. Salting operations will continue along with plowing until conditions deem it unnecessary or ineffective. All plowing and salting operations are normally run with one truck per assigned section. During certain events, two-truck tandem plowing will be allowed, only at the discretion of the Public Services Director or his designee. When tandem plowing, only the rear truck is allowed to salt the road. Plowing operations will generally be conducted in the following order of priority:

a. Main Roads

Opening and maintaining the condition of arterial streets is the main priority in all plowing operations.

b. Secondary Roads (Side Streets)

Side Streets are plowed after 2" of accumulation. In normal operations, secondary roadway intersections will be salted, but the entire street maybe salted depending on conditions or at the discretion of the Public Services Director or his designee.

c. School Routes

Similar to arterial roads, opening and maintaining roads adjacent to schools is a main priority in all plowing operations.

d. Central Business District (CBD)

During all snow and ice callouts, all streets contained within the CBD will be cleared to the same level as arterial roads. Following a larger snow event, the Director of Public Services will determine if a "town clean-up" is warranted. A town clean-up consists of scheduling Public Services crew members overnight to clear plowed snow that has accumulated on sidewalks and streets within the CBD. Crews will scrape the sidewalks clear and haul snow offsite for easier patron access. In larger snow events, town clean-

up may take several nights before all areas have been cleaned. Arrangements may also be made with private trucking companies to help haul off more snow during larger events.

e. Cul-de-sacs/Dead Ends

Cul-de-sacs are plowed after 2" of accumulation. The Village is divided into two sections (north and south of the rail road tracks) for cul-de-sac clearing. In larger snow events, at least two crew members will be assigned to cul-de-sacs. Additional drivers will be assigned to these areas at the discretion of the Director of Public Services or his designee. Cul-de-sac binders and maps are available at the Public Services radio desk to assist drivers. A list of Village cul-de-sacs are follows:

North Side Cul-De-Sacs (25 Total):

West Bonnie Brae	Quincy Street	Clay Street
Canterbury Court	Bruner Street	Garfield Road
Briargate Terrace	Bruner Place	Fuller Road
Birchwood Road	Adams Street	Franklin Street
The Pines	Stough Street	Flagg Court
Merrill Woods	Wedgewood Court	Jefferson Street
Birchwood Avenue	Warren Court	Mills Street
Oakwood Terrace	Morris Lane	Adams Street (S. of Chestnut)
		Chestnut Street

South Side Cul-De-Sacs (32 Total):

Jackson Street	Clay Street	Springlake Avenue
Stough Street	Vine Street (2)	Pamela Circle
Quincy Street (2)	Allmen Avenue	Dalewood Lane
Bruner Street	Camberly Court	Bittersweet Lane
Adams Street	Oak Street	Cleveland Road
Bodin Street	Highland Road	Park Avenue
Thurlow Street	County Line Court	Washington Street (2)
Eighth Place	Sharron Court	Park Avenue
Astony Court	Meadowbrook Lane	Woodmere Place
Gidding Avenue	59 th Street	

f. SIDEWALKS & TRAIN PLATFORMS

Sidewalks within the Central Business District, defined as Chicago Avenue to Second Street and Lincoln Street to Garfield Street, are generally cleared by a combination of Public Services Department staff and a private contractor. After a 2"+ snow event, the Village's contractor will clear most sidewalks in the Central Business District. The Roadway Supervisor will notify the contractor as to when the service should commence.

Public Services crew members also clear sidewalks as part of the #91 Bobcat Sidewalk Circuit and #92 Toolcat Circuit. In an accumulating snow event the sidewalks listed below are cleared by Public Services in the following order:

Broom Circuit 91

1. Symonds Drive - south side Elm Street to Garfield Street
2. Post Office – south side of Symonds Drive. Include sidewalks to cross Symonds for post office. Also clear sidewalks in front of post office along Symonds Drive then up Garfield Street to driveway.
3. Garfield Street – west side of Hinsdale Avenue to Maple Street
4. Maple Street – south side of Garfield Street to Washington Street
5. Washington Street – east of Maple Street to Hinsdale Avenue
6. Washington Street - west of Hinsdale Avenue to Mobile Gas Station
7. Lincoln Street – east Chestnut to Hinsdale Avenue
8. Hinsdale Avenue- south side from pool property to Bodin Street
9. West Hinsdale Station – north and south sidewalks from Stough Street to Route 83 bridge.
10. Stough Street – east side Burlington Avenue to Town Place.
11. Lincoln Street – west side 1st Street to AT&T lot. This is along the Lincoln Lot.
12. Washington Street – east side from 3rd Street to the alley or North end of the Washington Plaza.
13. Highland Park – all sidewalks.
14. Park Street – east side of Symonds Drive to Maple Street.
15. Memorial Building – all sidewalks.
16. Burlington Park – all sidewalks.
17. Police and Fire – north side of Symonds Drive from lot to Park Street.
18. Eleanor's Park – Clay Street to east end of park along Chicago Avenue.

Toolcat Circuit 92

1. Main Platforms – Includes east and west walks from Maple Street to platforms and cab stand stairs towards fountain in Burlington Park.
2. Highland Street Platform – Includes pedestrian ramp on south side and stairs on north and south sides.
3. 1st Street Ramp and Stairs – Includes walkway and stairs in back by Chamber of Commerce and Washington Lot.
4. Vine Street Railroad Crossing walkway – Includes walkway on north side of tracks towards Chestnut Street.
5. West Hinsdale Station – Includes south side pedestrian sidewalk from Stough to under Route 83 Bridge and North pedestrian sidewalk from platform to under Route 83 and stairs and walk from Stough Park to platform.

6. Memorial Building – Stairs, ramps, horseshoe, front stairs, entrance ramps
7. Washington Plaza
8. Police and Fire Department
9. Park Street and Railroad Road Crossing Stairs
10. Pay boxes at Garfield Street
11. KLM – Front of Lodge, Path to Paddle Tennis, Arts Building Front Stairs and the path to backdoor from parking lot. Walks leading up to lodge from parking lot.
12. Madison School Sidewalks In Robbins Park – Madison at 7th Street through all the way to Grant Street. Grant Street to 6th Street. 6th Street to asphalt path along alley off 6th Street. Asphalt path through park all the way through 8th Street parking lot.
13. Chestnut Street Lot Paybox.
14. Walnut Street Sidewalk from Wellness House to Justina Street.
15. Veeck Park Sidewalks
16. Dietz Park Sidewalks
17. Burn Field Sidewalks

g. Parking Lots

1. Village Lot
2. Highland Station Parking Lot
3. Post Office Lots
4. West Hinsdale Station Parking Lots
5. Burlington Lot (cab stand)
6. Washington Street Lot
7. 2nd Street and Washington St. Parking Lots
8. Lincoln Street Lot
9. Garfield Street Lot
10. Chestnut Street Lot
11. Memorial Building Parking Lots and Circle
12. KLM
13. Police and Fire Department Lot
14. Symonds Drive Parking Lots
15. Water Plant Parking Lot (Off Park Street)
16. Community Lot (Off 8th Street)
17. County Line Road and Hillgrove Avenue
18. Historical Society Parking Lot
19. Humane Society Parking Lot
20. Veeck Park Lot
21. Pool Parking Lot

h. Alleys

Similar to cul-de-sacs, alleys are split into two sections. During larger snow events, two crew members may be assigned to clear alleys. Additional Staff may be assigned to these areas depending on conditions or at the supervisor in charge's discretion. To assist Public Services staff, binder books with maps are stored by the Public Services radio desk showing alley locations.

North Side Alleys

1. Madison Street – 400 Block
2. Walnut Street – 100 Block
3. Clay Street/Vine Street – 100 Block
4. Maple Street/Chicago Avenue – 0 Block
5. Grant Street/Lincoln Street - 0, 100, 200, 300 Blocks
6. Lincoln Street/Washington Street – 0, 100, 200 Blocks
7. Washington Street/Garfield Street – 100, 200 Blocks
8. Hickory Street- 200 Block
9. Mills Street – 600 Block
10. Stough Street/Quincy Street – 0 Block
11. Quincy Street/Bruner Street – 0, 100 Blocks
12. Bruner Street/Adams Street – 0, 100 Blocks
13. Bodin Street/Monroe Street – 0 Block
14. Monroe Street/Thurlow Street – 0 Block
15. Thurlow Street/Madison Street – 0 Block

South Side Alleys

1. Jackson Street/Stough Street – 200, 400, 700, 800 Blocks
2. Stough Street/Quincy Street – 400 Block
3. Quincy Street/Bruner Street – 200, 400 Blocks, 700 Block (East/West)
4. Bruner Street/Adams Street - 200, 400 Blocks
5. Adams Street/Bodin Street – 200, 400 Blocks
6. Hinsdale Avenue/Fourth Street – 600, 700 Blocks
7. Bodin Street/Monroe Street – 400, 700 Blocks
8. Monroe Street/Thurlow Street – 400 Block
9. Thurlow Street/Madison Street – 400, 600, 700 Blocks
10. Madison Street/Clay Street – 100 Block
11. Vine Street – 600 Block (north of Robbins Park)
12. Grant Street/Lincoln Street – 400, 500, 600, 700 Blocks
13. Lincoln Street/Washington Street – 300, 400, 600 Blocks
14. Ulm Place – 26/28 Block
15. Chicago Avenue – Between Oak Street and County Line Road

D. OPERATIONAL PROCEDURES

1. Forecasting

The Village utilizes Murray & Trettel, a private meteorological service, for weather information and notification of potential snow and ice conditions. Murray & Trettel is a 24/7 call-in, e-mail and fax system to keep Department personnel apprised of an upcoming weather pattern and its severity.

In addition, supervisors have internet access at their desks to monitor radar for assistance in making decisions regarding the forecast. These services provide advanced and ongoing warning of snow and ice conditions. Weather condition information is presented to the Village utilizing the Snow-Ice Warning form. Murray & Trettel contacts the Public Services Department supervisor in charge during off-hours. Storm notifications are assigned a color code, which indicates the severity of the weather event. The color coding system is described in more detail in the Call-Outs portion of the plan.

2. Call-Outs

The Public Services Director or his designee will determine when salting and plowing operations will commence. Police officers on the street will be gathering information on icing conditions and notifying the Public Services Department as needed during off hours, and for emergency notification purposes.

NOTIFICATION TO CREW WORKERS

Prior to a snow and ice event or call-out, a list of crew workers assigned for duty will be posted in the lunchroom. The purpose of the list is to notify a crew worker as far in advance as possible that he will be called in as part of the next snow and ice response team for the upcoming event. Following each event, an updated notification list will be posted in the lunchroom, so that a crew worker will know if he will be part of the next snow and ice call out. Depending on the severity of the storm as determined through notification by Murray & Trettel the staffing level for each event may change from time to time.

The Director of Public Services or his designee will provide a weekly overtime hours worked spreadsheet by the time clock to ensure that overtime allocation is being distributed equitably amongst all crew workers. As conditions change, additional crew workers may be in called for assisting with operations even though they are not on the posted notification list.

Public Services personnel employed on a part-time basis will only be called in for work in events where all full-time personnel have been provided an opportunity to participate in a snow and ice event.

Department call-outs will be staffed according to the severity of the storm as determined by the Murray & Trettel Operational Weather Color Code. Please note that additional personnel beyond that what is described in the list may be called in at any time if deemed necessary by the Supervisor on duty. The Village may utilize private contractors to assist with snow and ice removal operations in longer duration events to help keep up with snow and ice operations. Utilization of contractors will only be considered after all crew members have been assigned for snow and ice response. These shift assignments and descriptions are to be used as general guidelines only, and are as follows:

a. Condition Green

The weather pattern is unfavorable for the development of trouble conditions. This color is used in combination with a Yellow or Red condition to indicate the certainty of the forecast. Usually, no trouble is expected and no action is needed.

b. Condition Yellow

The weather pattern is favorable for the development of a storm with "Little or Limited" impact. The response for this type of event would most likely be limited to the salt response group on duty, but could require additional personnel.

c. Condition Red

The weather pattern is favorable for the development of a storm with "Significant" impact. The response for this type of event would most likely be all crew members scheduled to work. Additional personnel may be required.

d. Condition Black

The weather pattern is favorable for the development of a storm with "Major" impact. The response for this type of event would most likely be all Public Services Department employees operating snow removal equipment, and implementation of temporary 12 hour work shifts. The will retain services from a private contractor to assist with clean-up operations in this type of event.

Post Event Briefing

Following each event, the Director of Public Service and the supervisor in charge will conduct a post event briefing will all crew workers who participated in the previous call-out. The purpose of the briefing is continuing communication between management and staff regarding snow and ice operations. The goal is to continue to improve operations on a continuous basis.

Training

For the upcoming plow season all crew workers and supervisors will participate in simulated snow plowing training through the Northeastern Illinois Public Safety Training Academy (NIPSTA). The training

is a one-day interactive program to enhance snowplow drivers' performance by training safely and effectively while operating a vehicle in the most extreme simulated conditions. Drivers are put through various weather and roadway scenarios to help drivers to be prepared for any situation during the snow season. The purpose of the training is to reinforce road awareness and plowing skills.

Also, during the fall season, crew workers will be performing "check rides" with their supervisors through their assigned plow sections during dry weather. The purpose of the check ride is to provide refresher training to drivers on the new conditions in their sections, and to identify any hazards that may impact snow and ice operations.

Description of Roadway Sections

When the Department is in plowing operations, plow truck drivers will be assigned primarily to six roadway sections. A description of each roadway section is listed below. Also, section maps highlighting main and secondary routes are posted in the Public Services garage.

SECTION 7

- Garfield Street to Mills Street (East/West Boundary)
- Symonds Drive to Ogden (North/South Boundary)

Main Roads

- Garfield Street, York Road, Elm Street, Oak Street, County Line Road, Walnut Street, Hickory Street.

SECTION 22

- Washington Street to Stough Street (East/West Boundary)
- Railroad Tracks to Ogden Avenue (North/South Boundary)

Main Roads

- Chicago Avenue, Stough Street, Burlington Road, Chestnut Street, Madison Street, Glendale Road (North of Ogden), Washington Street (North of Ogden), Bonnie Brae (North of Ogden), Monroe Street, Hickory Street, North Street.

SECTION 4

- Grant Street to Jackson Street (East/West Boundary)
- Hinsdale Avenue to 55th Street (North/South Boundary)

Main Roads

- Hinsdale Avenue, Grant Street, Madison Street, Stough Street, Eighth Street

SECTION 9

- County Line Road to Lincoln Street (East/West Boundary)
- Hinsdale Avenue to 55th Street (North/South Boundary)

Main Roads

- Garfield Street, 59th Street, 57th Street, County Line Road, Chicago Avenue, 8th Street

SECTION 34

- Woodlands Neighborhood, South of 55th Street Neighborhood, Camberly Court, Rosalie Court

Main Roads

- Princeton Road, Harding Road, Woodland Avenue, Hillcrest Avenue

SECTION 11

- Central Business District, Neighborhood North of Ogden, Fuller Court

NOTIFICATION TO PUBLIC

Upon notification of the event's predicted severity from the Village's weather contractor, Murray & Trettel, Public Services staff will inform the Village Manager's Office of the status of the snow severity and specific removal plan for a particular. Regular updates to the Village website will also be posted as conditions change.

SNOW CLEAN-UP GOALS AND PERFORMANCE MEASURES

The winter of 2015-16 will be the first year of implementation for this snow plan. The Village's continual goal will be to have all plow sections, sidewalks, parking lots, cul-de-sacs and alleys, passable within 24 hours after a snow event has ended. However, there may be times when equipment breakdowns or other uncontrollable factors may result in an unforeseen delay. If these factors become apparent during a snow event, the Director of Public Services or his designee will make the necessary arrangements to have the Village cleared within the shortest timeframe possible. This may require making arrangements with private contractors to help with snow removal efforts.

Condition Green – No call out expected.

Condition Yellow – Salting – All sections salted and cleared within 5 hours after event has ended.

Condition Red – Less than 8" of snowfall – Main and secondary roads will be cleared within 12 hours, and cul-de-sacs will be passable once the event has concluded. Continual clean-up of alleys, cul-de-sacs and parking lots may take an additional 6 hours. Entire removal operation to be completed within 24 hours after snow event has ended.

Condition Black – 8"+ of snowfall - Main roads will be cleared within 12 hours after the snow event has ended. Secondary roads and cul-de-sacs will be passable within 24 hours after the snow event has ended. Additional clean-up will continue until all sections have been cleared, which will be dependent on the severity of the storm.

Town Clean-Up – After all roads are cleared, may take additional days depending on conditions.

Exhibit C

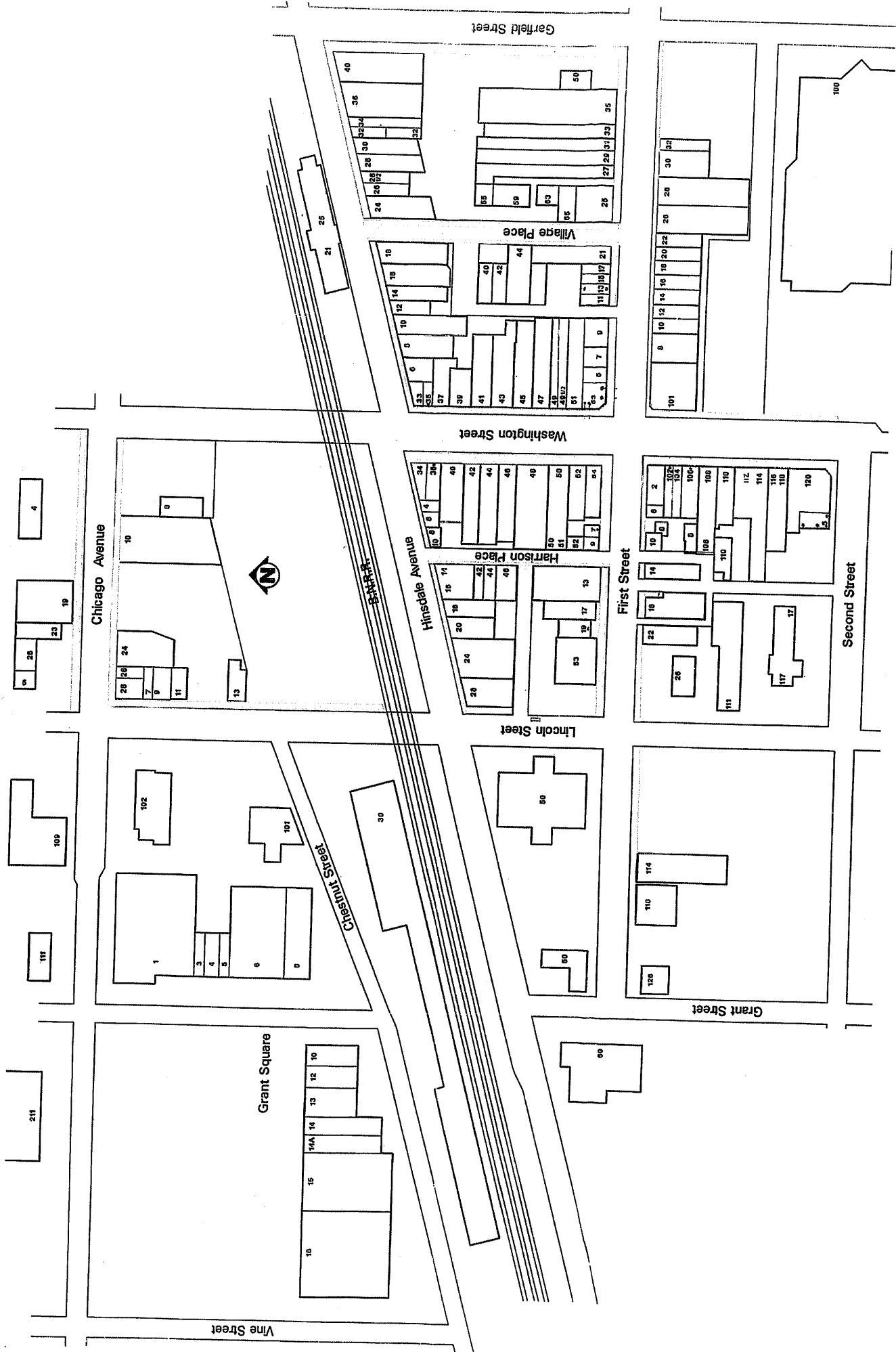


Exhibit D



Date: _____

Dear Resident,

The Village encourages residents to clear their sidewalks of snow and ice within 24 hours of an accumulation of more than 2" of snow. Accumulated snow and ice can pose a safety risk for sidewalk users.

We understand that for a variety of reasons it may be difficult for you to comply with this request. If the Village can assist you in any way or refer you to a list of snow removal contractors, please contact the Village's Community Development Department at 630-789-7030.

Notice delivered by: _____

Contact me with questions at: _____



Date: _____

Dear Resident,

The Village encourages residents to clear their sidewalks of snow and ice within 24 hours of an accumulation of more than 2" of snow. Accumulated snow and ice can pose a safety risk for sidewalk users.

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Contact me with questions at: _____



Date: _____

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Notice delivered by: _____

Contact me with questions at: _____



Date: _____

Dear Resident,

The Village encourages residents to clear their sidewalks of snow and ice within 24 hours of an accumulation of more than 2" of snow. Accumulated snow and ice can pose a safety risk for sidewalk users.

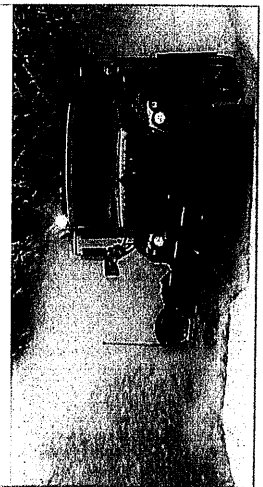
We understand that for a variety of reasons it may be difficult for you to comply with this request. If the Village can assist you in any way or refer you to a list of snow removal contractors, please contact the Village's Community Development Department at 630-789-7030.

Notice delivered by: _____

Contact me with questions at: _____

The Village of Hinsdale strives to provide safe, effective snow removal on Village streets and rights-of-way. Village residents and businesses are asked to assist in these efforts:

- * Shovel & salt sidewalks adjacent to your property
- * Do not plow snow into the street
- * Clear fire hydrants
- * Maintain lines of sight at corners & curbs
- * Obey on-street parking restrictions after 3" of snow fall



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

Phone: 630-789-7000
snow@villageofhinsdale.org

Report problem areas by
calling 630-789-7382
or via the Village's website at
[www.villageofhinsdale.org/
report_a_concern](http://www.villageofhinsdale.org/report_a_concern)



**Managing snow and
ice is everyone's
responsibility!**

Snow Removal Guidelines

for Hinsdale Residents &
Businesses



SNOW PLOWING & SALTING

The job of subduing a winter storm is a team effort involving Village snow and ice control crews, private contractors and citizens.

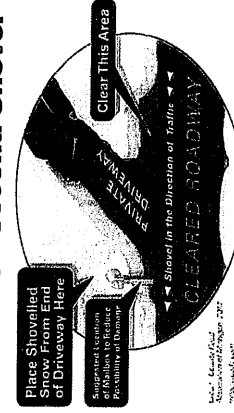
Village snow plowing efforts begin after 2" of snow accumulation. The Village also applies salt as needed to avoid the build-up of snow and ice on Village streets.

The Village's order of priority for snow removal is:

- 1 Main/Arterial Roads
- 2 Side Streets
- 3 School Routes
- 4 Central Business District
- 5 Cul-de-Sacs / Dead Ends
- 6 Alleys

For further details, please visit the Village's website to view the 2015-2016 Snow & Ice Control Plan.
www.villageofhinsdale.org/departments/public_services/snow_removal.php

Avoid the "Second Shovel"



Shoveling tip: Deposit shoveled snow in the direction of traffic and make a pocket on the opposite side of your driveway, as shown above. This way, snow from passing plows will have a place to go, rather than being deposited back onto your driveway apron.

SIDEWALKS & SUMPS

Outside of the Central Business District, clearing snow and ice from the sidewalks adjacent to private properties is the property owner's responsibility. The Village asks that property owners be mindful of their neighbors. Sidewalks, especially near schools and along main commuter routes, must remain safe and passable.



In addition to sidewalks, many properties within Hinsdale have sump pumps that drain into the public right-of-way. When the weather turns cold, these sump pump discharge areas can cause persistent icing problems in streets and alleys. Residents are requested to monitor these problem areas and treat icy conditions with melting agents as necessary.

The Village also asks that residents clear a path to fire hydrants to ensure that these are easily accessible in an emergency situation.

DON'T BANK ON IT

Snow banks near intersections and driveways can make it difficult for both drivers and pedestrians to see before entering the roadway. For your safety, please take extra care when navigating areas which have vision obstructions.

Snow banks also can be dangerous for children because of the opportunity to slide or tunnel. Please instruct your children to avoid using the banks along the street for play areas.

DOWNTOWN SNOW REMOVAL

The Village is responsible for plowing snow on all streets within downtown Hinsdale. The Village also clears the platforms at the Brush Hill and Highlands Metra stations, sidewalks near the Village's three Metra stations, and the downtown commuter parking lots. After an accumulation of 2" of snow, the Village's contractor will clear most sidewalks within the Central Business District, defined as Chicago Avenue to Second Street and Lincoln Street to Garfield Street.

Downtown business owners are requested to be aware of the condition of their sidewalks and to shovel or salt as needed, especially during smaller-scale weather events.

Once the snow has come to an end, the Village may elect to schedule overnight crews to remove snow from the downtown district. This service is dependent upon the size and severity of the snow event.

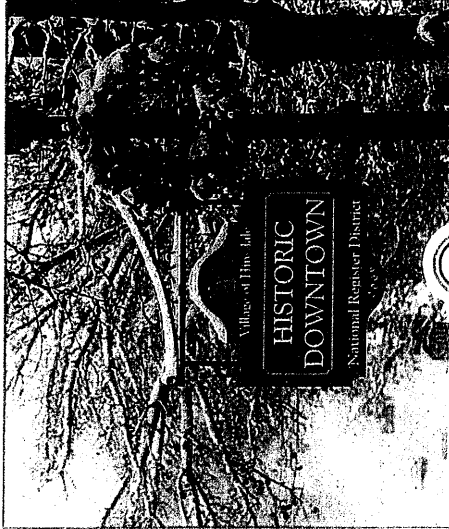


Exhibit F

Municipal Ordinance Survey
January 2016

Municipality	Ordinance requiring residents remove snow from public walks adjacent to their property.	Is there a warning?	How many complaints result in citations?	How are complaints handled (e.g. upon request or does the municipality actively look for violations?)	Which department / functional area inspects for compliance, issues citations?	How much is the fine?
Algonquin	Yes	Yes	1 or 2 per month	Complaint driven	Property Maintenance Enforcement	\$25-\$1,000 set by judge
Antioch	Yes	Yes	None issued to date	Both	Community Development	\$50-\$150 set by judge
Barrington	Yes	Yes	Approx. 10	Both	Property Maintenance Enforcement	\$100-\$750 set by judge
Beloit	Yes	Yes	None issued to date	Complaint driven	Police Department & Code Enforcement	\$177 plus the cost of removal
Cary	Yes	Yes	None	Complaint driven	Community Development	\$25-\$750 set by judge
Chicago	Yes	No	226 in 2014	Complaint driven	Transportation Inspector	\$50-\$500 set by judge
Glenview	Yes	Yes	None	Complaint driven	Inspectional Services	\$100-\$1,000 set by judge
Grayslake	Yes	Yes	5-6 per year	Both	Community Development	\$25-\$50
Hanover Park	Yes	Yes	None issued to date	N/A. Ordinance in place but not enforced	Code Enforcement	\$30
Lake in the Hills	Yes	Yes	No response provided	Both	Code Enforcement	\$25
Maywood	Yes	Yes	Less than 10	Complaint driven	Code Enforcement	Cost of removal
Naperville	Yes	Yes	None	Complaint driven	Code Enforcement	up to \$750 set by judge
Oak Park	Yes	Yes	14 in 2014	Complaint driven	Code Enforcement	\$30-\$750 set by judge
Prospect Heights	Yes	Yes	0	Complaint driven.	Building and Zoning	\$75
River Forest	Yes	Yes	1-2 per year	Both	Code Enforcement	up to \$750 set by judge
Urbana	Yes	Yes	Approximately 4 in the last 4 years	Both	Property Maintenance Enforcement	\$25 plus the cost of removal
Wheeling	Yes	Yes	None issued to date	Both.	Community Development - Municipal Inspector	\$35-\$500 set by judge

Memorandum

To: President Cauley & Board of Trustees

From: Robert McGinnis MCP, Community Development Director/Building Commissioner *RM*

Date: January 5, 2016

Re: **Community Development Department Monthly Report-November 2015**

In the month of November the department issued 91 permits, including 4 new single family homes. The department conducted 430 inspections and revenue for the month came in at just over \$145,000.

There are approximately 106 applications in house, including 28 single family homes and 21 commercial alterations. There are 36 permits ready to issue at this time, plan review turnaround is running approximately 3-4 weeks, and lead times for inspection requests are running approximately 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, 101 engineering inspections were performed for the month of November 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 37 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 November 2015

PERMITS	THIS MONTH	THIS MONTH LAST YEAR	FEES	FY TO DATE	TOTAL LAST FY TO DATE
New Single Family Homes	4	13			
New Multi Family Homes	0	0			
Residential Addns./Alts.	13	14			
Commercial New	0	0			
Commercial Addns./Alts.	4	7			
Miscellaneous	35	28			
Demolitions	4	11			
Total Building Permits	60	73	\$ 111,639.00	\$1,108,356.00	\$ 1,273,812.00
Total Electrical Permits	15	30	\$ 12,185.00	\$ 110,717.00	\$ 118,744.00
Total Plumbing Permits	16	31	\$ 21,259.00	\$ 193,671.00	\$ 196,102.00
TOTALS	91	134	\$ 145,083.00	\$1,412,744.00	\$ 1,588,658.00

Citations			\$250		
Vacant Properties	37				

INSPECTIONS	THIS MONTH	THIS MONTH LAST YEAR			
Bldg, Elec, HVAC	250	227			
Plumbing	45	23			
Property Maint./Site Mgmt.	34	42			
Engineering	101	22			
TOTALS	430	314			

REMARKS:

VILLAGE OF HINSDALE - November 17, 2015

Name	Ticket NO.	Location	Violation	Ord Fine	Result
Bousquette, Matthew	9987	448 E. 4th Street	Expired Permit		Dismissed
Garber Construction	11412	121 E. 4th Street	Property Maintenance Violations	250	Guilty Plea
Glab, Glenn	9969	643 S. Grant	Property Maintenance Violations		continued until 1/12/16
Marlas, Thomas	11456	330 S. County Line Road	Expired Permit		Continued until 1/12/2016
Fines assessed:				250	

STOP WORK ORDERS ASSESSED

Date	SWO Issued to	Address	Reason
			SWO assessed:
			MONTHLY TOTAL:
			250

Memorandum

To: President Cauley & Board of Trustees

From: Robert McGinnis MCP, Community Development Director/Building Commissioner

Date: January 5, 2016

Re: **Community Development Department Monthly Report-December 2015**

In the month of December the department issued 70 permits, including 6 new single family homes. The department conducted 352 inspections and revenue for the month came in at just over \$262,500.

There are approximately 81 applications in house, including 22 single family homes and 18 commercial alterations. There are 22 permits ready to issue at this time, plan review turnaround is running approximately 3-4 weeks, and lead times for inspection requests are running approximately 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, 59 engineering inspections were performed for the month of December 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 38 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 December 2015

PERMITS	THIS MONTH	THIS MONTH LAST YEAR	FEEES	FY TO DATE	TOTAL LAST FY TO DATE
New Single Family Homes	6	8			
New Multi Family Homes	0	0			
Residential Addns./Alts.	8	11			
Commercial New	0	0			
Commercial Addns./Alts.	5	8			
Miscellaneous	15	11			
Demolitions	6	7			
Total Building Permits	40	45	\$ 218,181.33	\$1,326,537.00	\$ 1,436,047.00
Total Electrical Permits	14	22	\$ 16,056.20	\$ 126,773.00	\$ 131,544.00
Total Plumbing Permits	16	19	\$ 28,334.80	\$ 222,006.00	\$ 215,947.00
TOTALS	70	86	\$ 262,572.33	\$1,675,316.00	\$ 1,783,538.00

Citations			\$500		
Vacant Properties	38				

INSPECTIONS	THIS MONTH	THIS MONTH LAST YEAR			
Bldg, Elec, HVAC	214	219			
Plumbing	48	15			
Property Maint./Site Mgmt.	31	28			
Engineering	59	22			
TOTALS	352	284			

REMARKS:

VILLAGE OF HINSDALE - December 15, 2015

Name	Ticket NO.	Location	Violation	Ord Fine	Result
R. Berti & Sons	11413	330 Chestnut	violation of ork hours	250	250
R. Berti & Sons	11414	330 Chestnut	violation of street closing	250	250
Glab, Glenn	9969	643 S. Grant	Property Maintenance Violations		continued until 1/12/16
Marlas, Thomas	11456	330 S. County Line Road	Expired Permit		Continued until 1/12/2016
Fines assessed:				500	

STOP WORK ORDERS ASSESSED

Date	SWO Issued to	Address	Reason
			SWO assessed:
			MONTHLY TOTAL:
			500



MEMORANDUM

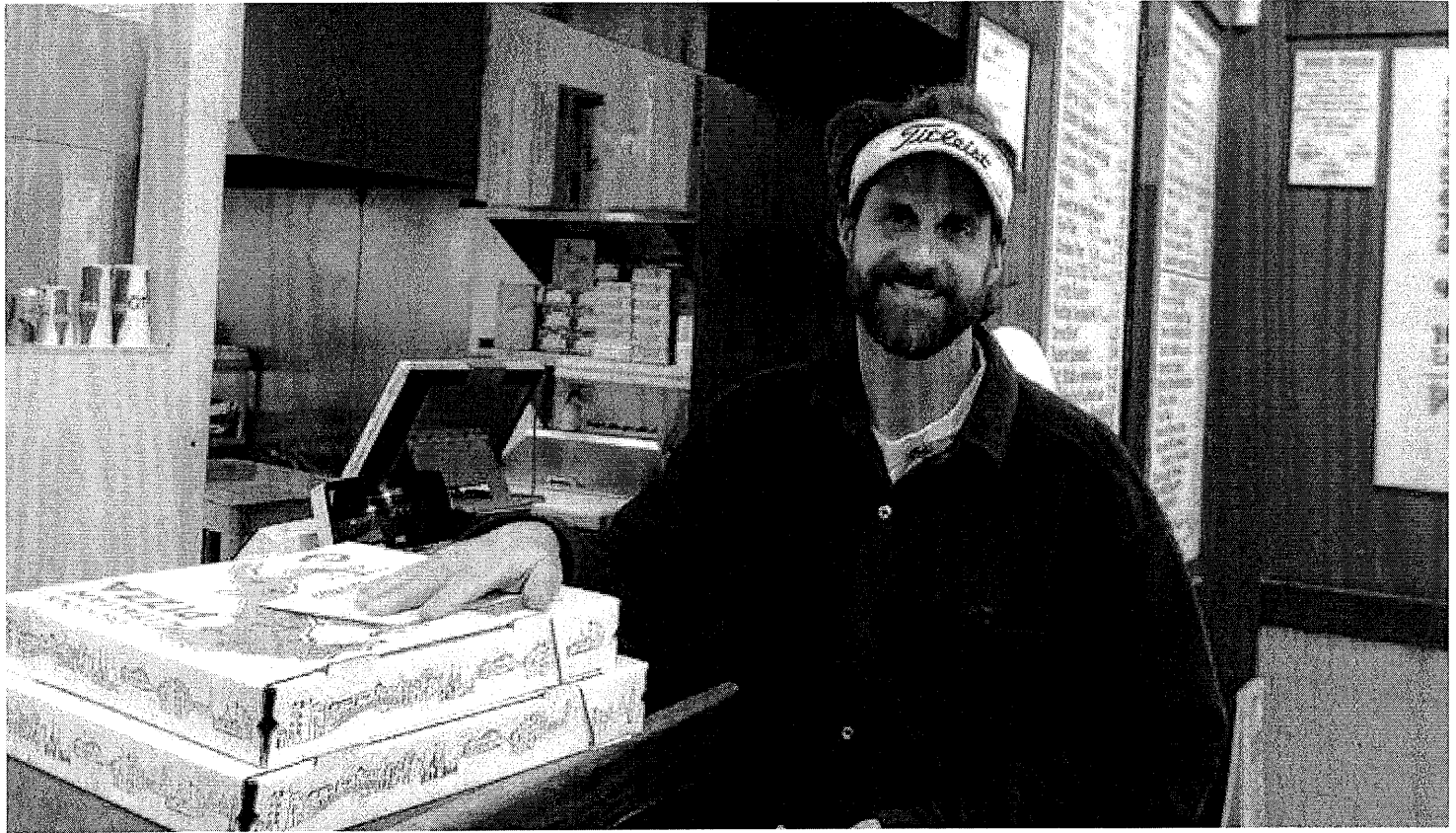
DATE: January 19, 2016
TO: Kathleen A. Gargano, Village Manager
CC: President Cauley and the Village Board of Trustees
FROM: Emily Wagner, Administration Manager
RE: December Economic Development Monthly Report

The following economic development updates are for your review:

- In December, the Village approved a new liquor code. Since that time, the Village has implemented the approved changes and revised application.
- The Chamber Christmas Walk and Distinctly Hinsdale for the Holidays events were held in December. The Village appreciates the efforts from Direct Advantage Marketing in coordinating the Distinctly Hinsdale for the Holidays events. Positive feedback was received from all events.
- Due to the holiday season, the Economic Development Commission (EDC) did not meet in December. A quorum is available to meet in January.
- Staff continues to maintain relationships with several commercial brokers. A dialogue continues between the Village and a potential retailer for the old GM training facility; however, the interested retailer requires a co-tenant to pursue this site. That discussion continues to occur between the potential retailer and broker.
- Staff was contacted by a business owner who owns a spa in Chicago as he is interested in buying Eva Spa at 49 S. Washington (second floor). We have not been notified if this sale was finalized.
- Staff reached out to the owner of Phillies Pizza upon hearing that the restaurant closed its Willowbrook location with the intent of recruiting this restaurant to Hinsdale. (Newspaper article attached)
- Staff learned that Papyrus, 12 E. 1st St., is closing at the end of January. Staff has been in touch with a commercial broker regarding a potential retailer to fill this pending vacancy.

Suburbs / The Doings Weekly / Burr Ridge News

Phillies Pizza in Willowbrook to close Nov. 21



George Pappas of Clarendon Hills says it's terrible Phillies Pizza will close in Willowbrook. (Kimberly Fornek / Pioneer Press)

By **Kimberly Fornek · Contact Reporter**
Pioneer Press

NOVEMBER 13, 2015, 6:00 PM

Phillies Pizza in Willowbrook will close Nov. 21 after 29 years in business.

Philip Palcowski, a general partner in the business, said the lease is basically up on the restaurant at 6300 Route 83, and he and the owner of the Hinsdale Lake Commons shopping center were not able to agree on a new lease.

Over the summer, the shopping center underwent a multimillion dollar renovation, in conjunction with the opening of a new Whole Foods store in the center. The increase in rent proposed was too great for the pizza parlor to absorb, Palcowski said.

"Business has been good, but we couldn't come to an agreeable lease amount. They believe it's worth X amount of dollars, and probably it is," Palcowski said. "But it's too much for our margins and what we

do. There's not a big margin on hot dogs, pizza and Italian sausage."

The last day Phillies will be open is Nov. 21. The restaurant opens everyday at 11 a.m., except Sunday when it opens at noon.

"We want to thank our customers for their patronage for the past 29 years," Palcowski said.

George Pappas of Clarendon Hills said he has been coming to Phillies for about 13 years.

"This was always the go-to place for pizza," Pappas said. "The recipe is outstanding. And it's just a stone's throw from home."

With each pizza comes a coupon. Save up 25 coupons and get a free pizza. Pappas said he has had more than 350 pizzas from Phillies, but rather than redeem the coupons, he has been storing them in a drawer.

"Just last year, my wife said, 'Why don't you turn some of them in? What if they shut down?' I said, they're not going any place," Pappas said. "When I heard yesterday they were closing, I almost dropped to my knees."

Palcowski and his partners also own two pizzerias in Bolingbrook and in Woodridge, called Papa's Pizza Place.

Pappas said the pizza is worth driving a little farther, but between now and the 21st, he plans to come to Phillies several more times.

Palcowski feels bad the staff is losing their jobs just before the holidays. Phillies employs more than 40 employees, counting both full- and part-time workers, Palcowski said.

"The staff is phenomenal. Some of them have been with us 20 years," he said.

He wants to reopen the restaurant in another location, but so far has not found a space that is suitable.

"In Willowbrook would be ideal, and the adjacent areas, but there is nothing available yet," Palcowski said.

The business will auction off the restaurant equipment and furniture in early December.

"The cost of storing it is not worth it," he said.

The new restaurant will not have the exact same layout as the old. He is looking for a space slightly

smaller than the 6,100 to 6,200 square feet he has in Hinsdale Lake Commons.

kfornek@pioneerlocal.com

Twitter@kfdoings

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A version of this article appeared in print on November 19, 2015, in the The Doings Clarendon Hills section of the Chicago Tribune with the headline "Phillies Pizza in Willowbrook to close Nov. 21" — Today's paper | [Subscribe](#)

This article is related to: Hinsdale

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MEMORANDUM

TO: President Cauley and the Board of Trustees
FROM: Dan Deeter, PE
DATE: January 19, 2016
RE: Engineering November/December 2015 Monthly Report
Executive Summary

- Oak Street Bridge Replacement.
 - Kenny Construction concluded construction for 2015 by pouring the north and south concrete slope walls under the bridge.
 - On 01/05/15, the Board of Trustees approved overnight work on the Oak Street Bridge. On 01/13/15, BNSF approved two weekends for the overnight work – February 12-14, 2016 or February 19 – 21, 2016 as an alternate. Staff will notify the residents around the construction site of the overnight work.
 - Staff is proposing to relocate the commuter parking on Hillgrove from the north side of the street to the south side of the street to add three parking spaces. This will cost approximately \$6,000 from Local Agency funds (Metra grant) and will reduce parking concerns for the Wellness House.
 - On 01/10/16, the “warmer” LED lighting was installed in the Oak Street street-lights starting from Chicago Avenue and going north. The remaining lights will be replaced in February when additional light fixtures are received.
 - IDOT approved the use of federal funds for the addition of ornamental fencing from the southwest corner of the bridge to the north property line of 4 N. Oak Street.

MEMORANDUM

TO: President Cauley and the Board of Trustees
FROM: Dan Deeter, PE
DATE: January 19, 2016
RE: Engineering November/December 2015 Monthly Report

The Engineering Division activities include working with the Building Division to complete site inspections, managing Capital Improvement Projects, and responding to drainage complaints. In total, three and a half Engineering employees performed 101 construction site inspections or drainage complaint inspections in November and 59 inspections in December. In November & December, staff submitted eight reports to the Illinois EPA before their respective deadlines. These are the monthly Discharge Monitoring Reports (DMRs) for our four Combined Sewer Overflow (CSO) locations.

The following capital improvement projects and engineering studies are underway:

Oak Street Bridge Replacement Engineering Phase III (Construction)

- Kenny Construction concluded construction for 2015 by pouring the north and south concrete slope walls under the bridge. Kenny will continue limited construction activities in 1Q2016 as the weather permits.
- During the January 5, 2016 Board of Trustees meeting, the Board of Trustees approved overnight removal of concrete forms from the underside of the Oak Street Bridge. At that time, Kenny Construction was coordinating with the Burlington Northern Santa Fe (BNSF) railroad to schedule this activity. On 01/13/15, BNSF approved two weekends for the overnight work – February 12-14, 2016 or February 19 – 21, 2016 in case of inclement weather. Staff will notify the residents around the construction site of the overnight work.
- Staff is proposing to relocate the commuter parking on Hillgrove from the north side of the street to the south side of the street to add three parking spaces. This will cost approximately \$6,000 from Local Agency fund (Metra grant) and will reduce parking concerns for the Wellness House.
- On 01/10/16, the “warmer” LED lighting was installed in the Oak Street street-lights starting from Chicago Avenue and going north. The remaining lights will be replaced in February when additional light fixtures are received.
- IDOT approved the use of federal funds for the addition of ornamental fencing from the southwest corner of the bridge to the north property line of 4 N. Oak Street.

Woodlands Green Infrastructure Improvements

- The contractor will provide two years of rain garden maintenance to establish native plantings. For Phase I, the agreement expired in the spring of 2015. For Phase II, the

agreement extends through the fall of 2016. Public Services has contracted for ongoing maintenance of the Phase I rain gardens.

- HR Green began the Phase III design with a meeting on 03/10/15. Design is scheduled in 2015 with construction in 2016. A public meeting was held on 06/04/15 to familiarize residents with the Woodlands Green Infrastructure standards in general and the preliminary plans for Phase III specifically. Input from residents was generally positive. A follow-up public meeting is being scheduled for January 28, 2016.
- HR Green is currently finalizing the design. They have submitted plans to the Village and the Illinois EPA for approval. Plans will also have to be submitted and bid through IDOT since this project is partially funded with MFT funds.

2016 Roadway & Infrastructure Project

- In August 2016, staff met with Primera Engineers to begin the design phase of the project. Primera has designed the project in 2015 and will bid the project in January 2016. Construction will be in 2016 should funds be available.
- Objectives
 - Separate combined sewer flows into the storm sewer and sanitary sewers on N. Vine Street as part of the Village Long Term Control Plan to reduce combined sewer overflows.
 - Reconstruct N. Vine Street with a hot-mix asphalt (HMA) pavement.
 - Reconstruct E. First Street using brick pavers and Portland cement concrete (PCC) curb & gutter and limited storm sewer.
 - Replace the existing 4-inch and 8-inch water mains on E. First Street
- Areas to be Improved
 - N. Vine Street Ogden Avenue to North Street
 - E. First Street Park Avenue to Elm Street
- Update
 - Primera Engineers had reviewed the condition of the existing bricks and estimates that we have only 60% of the existing bricks needed to re-surface the block of First Street. Their cost estimates for bricks only are:
 - Salvaging, cleaning, and re-installing existing brick (using 40% new, vintage brick): \$252,000
 - Installing new, vintage brick: \$144,000
 - Samples of new, vintage bricks are available at Village Hall.

State and Federal Funding Opportunities

A summary of the Grant Funds awarded or applied for by the Village of Hinsdale is attached.

Other Engineering Activities in the Area

- The Illinois Tollway began initial planning for improvements to the Central Tri-State Tollway (I-294) from 95th Street to Balmoral Avenue (22.3 miles).
 - Hinsdale Staff has attended two meetings in 2015 with the tollway engineers to express village concerns.
 - The tollway's anticipated time table is listed below:

▪ Corridor Planning Council Report	2016
▪ Master Plan	2017
▪ Final Design Contracts	2017-19
▪ I-294 Mainline Construction	2020-2022

Spare Veeck Park Monitoring Site
Hinsdale, Illinois

Date	Bar Screen Channel Downstream (feet)	Overflow Ht. Above Weir (feet)	Storage Tank Elevation (feet)	Precipitation (inches of water)
11/01/15	0.02		6.48	0.00
11/02/15	0.00		2.87	0.00
11/03/15	0.00		3.29	0.00
11/04/15	0.00		3.32	0.00
11/05/15	0.03		3.37	0.00
11/06/15	0.03		7.45	0.44
11/07/15	0.02		2.92	0.00
11/08/15	0.01		2.95	0.00
11/09/15	0.00		2.98	0.00
11/10/15	0.00		2.12	0.00
11/11/15	1.41		11.72	0.69
11/12/15	0.68		16.92	0.03
11/13/15	0.03		4.60	0.00
11/14/15	0.03		2.95	0.00
11/15/15	0.02		3.44	0.00
11/16/15	0.00		1.96	0.06
11/17/15	0.01		11.64	0.50
11/18/15	0.26		9.24	0.14
11/19/15	0.01		3.39	0.00
11/20/15	0.00		2.88	0.00
11/21/15	0.00		3.38	0.00
11/22/15	0.11		2.77	0.00
11/23/15	0.01		3.02	0.10
11/24/15	0.00		3.53	0.13
11/25/15	0.42		5.44	0.00
11/26/15	0.53		9.71	0.48
11/27/15	7.89	0.49	25.31	0.63
11/28/15	0.11		16.46	0.00
11/29/15	0.00		3.77	0.00
11/30/15	0.01		3.98	0.24

Total Precipitation in November: 3.44
Departure from Normal: 0.29
109% of normal rainfall

Notes:

1. Minimum tank elevation is 2.0 feet to avoid running the pumps dry and damaging them.
2. Rain data from McClure Junior High School weather station.

Veeck Park Wet Weather Facility
Hinsdale, Illinois

Date	Bar Screen Channel Downstream (feet)	Overflow Ht. Above Weir (feet)	Storage Tank Elevation (feet)	Precipitation (inches of water)
12/01/15	0.01		3.98	0.35
12/02/15	0.04		4.98	
12/03/15	0.02		2.53	
12/04/15	0.01		2.63	
12/05/15	0.02		2.75	
12/06/15	0.01		3.02	
12/07/15	0.00		3.49	
12/08/15	0.01		3.57	
12/09/15	0.02		3.60	
12/10/15	0.03		3.66	
12/11/15	0.02		3.71	0.04
12/12/15	0.05		2.25	0.15
12/13/15	8.34		25.50	0.53
12/14/15	7.51	8.36	25.44	0.27
12/15/15	1.48		19.47	0.20
12/16/15	0.07		6.90	0.10
12/17/15	0.00		3.31	
12/18/15	0.00		2.46	
12/19/15	0.00		3.47	
12/20/15	0.00		2.94	
12/21/15	1.04		19.04	0.19
12/22/15	0.01		9.96	
12/23/15	0.95		18.25	0.21
12/24/15	0.02		11.38	
12/25/15	0.00		2.88	
12/26/15	0.01		1.98	0.14
12/27/15	0.02		3.19	0.16
12/28/15	0.00	0.58	3.49	0.68
12/29/15	7.18		25.16	
12/30/15	0.12		11.11	
12/31/15	0.00		2.88	

Total Precipitation in December:

3.02

Departure from Normal:

0.80

136% of normal rainfall

Notes:

1. Minimum tank elevation is 2.0 feet to avoid running the pumps dry and damaging them.
2. Rain data from McClure Junior High School weather station.

Change Order Field Record

Change Request No.	Date	Pay Item	Description and Reason for Change	Field Status	Estimated Cost		Submitted Cost		Funding Source	Local Agency Cumulative
					Addition	Deduction	Addition	Deduction		
1	05/14/15	WM Casings	Watermain casings required for IEPA compliance in locations where proper clearances could not be achieved.	Complete	\$ 1,435.00				FHWA/ ICC	\$ -
2	06/01/15	Storm Sewer Revisions	Underground utility conflict. Replace existing sanitary sewer service and raise proposed storm sewer run on County Line Road.	Complete	\$ 5,600.00				FHWA/ ICC	\$ -
3	06/10/15	WM Revisions	Install 6-inch valve at Hillgrove and CLR. Revision to watermain required to allow for proper shutdown and testing.	Complete		\$ 4,113.00			FHWA/ ICC	\$ -
4	06/11/15	Video Camera	Video camera to allow live feed of project limits to HPD for safety and site security.	Complete	\$ 8,000.00				Local Agency	\$ 8,000.00
5	06/22/15	Railroad Flagger Costs	Adding railroad flagger costs to Kenny Construction's contract. (RR flagger costs are budgeted separately under the IDOT Local Agency Agreement. Including them in Kenny's contract streamlines the invoicing procedures for IDOT.)	Complete	\$ 109,000.00				FHWA/ ICC	\$ 8,000.00
5A	01/06/16	Railroad Flagger Costs	Additional flagger cost authorization up to IDOT budget.	In Process	\$ 41,000.00				FHWA/ ICC	\$ 8,000.00
6	06/16/15	Bridge Architectural Features	Addition of Architectural features including "H" lettering on the exterior towers and "Village of Hinsdale" over the railroad tracks.	Complete	\$ 20,000.00				FHWA/ ICC	\$ 8,000.00
7	06/10/15	ELECTRICAL Revisions	Installation of conduit connecting handholds to be installed at all four corners of the bridge.	Complete	\$ 5,730.34				FHWA/ ICC	\$ 8,000.00
9	06/16/15	WM Revisions	Extend water main repairs east of the project limits to address additional existing 4-inch water main failures.	Complete	\$ 40,000.00				Local Agency	\$ 48,000.00
10	06/15/15	WM Revisions	Pressure connections on Chicago and Oak Streets were not required at the proposed connections to existing watermain. Changed to direct connections.	Complete	\$15,000.00	\$ 14,900.00			FHWA/ ICC	\$ 48,000.00
11	06/17/15	Aggregate Subgrade	Aggregate Subgrade for Hillgrove Avenue is changed from Type A to Type B due to availability.	Complete	\$ -	\$ -			FHWA/ ICC	\$ 48,000.00
12		Asbestos Removal	Asbestos removal from 14 N. Oak Street prior to demolition.	Complete	\$ 2,600.00				FHWA/ ICC	\$ 48,000.00
13	07/01/15	Storm Sewer Revisions	Change in storm sewer design to avoid underground conflicts encountered during construction.	Complete		\$ 455.00			FHWA/ ICC	\$ 48,000.00
14	07/08/15	WM Break Time & Material	Time and Material during repair of existing water main break on South Oak Street.	Complete	\$5,500				FHWA/ ICC	\$ 48,000.00
15	07/14/15		Remove existing concrete foundation on Hillgrove Avenue that is in conflict with the proposed sidewalk.	Complete	\$1,000				FHWA/ ICC	\$ 48,000.00
16	07/16/15	T&M	Overtime work by Pirfano to connect the hospital service to the newly constructed water main.	Complete			\$ 1,024.60		FHWA/ ICC	\$ 48,000.00
17	8/4/2015 submitted cost 1/6/16	Sanitary Service	To comply with IEPA watermain protection standards, an existing sanitary sewer was replaced with water quality pipe and storm sewer run #431 was raised.	Complete			\$ 5,992.95		FHWA/ ICC	\$ 48,000.00
18	08/26/15	Road Pavement Structure	Change S. Oak Street pavement from 8"-Portland Cement Concrete (PCC) to 2" Hot Mix Asphalt (HMA) Surface Course and 6"-PCC to provide consistent surface on the block at resident's request.	Complete			\$ 2,244.96		FHWA/ ICC	\$ 48,000.00
19	08/26/15	Road Pavement Structure	Reinforce a section of N. Oak St. concrete pavement in the area of the existing AHH utility tunnel to preserve the tunnel and allow the pavement to be self-supporting over the tunnel. Construct thicker slabs and reinforce pavement.	Complete	\$17,200				FHWA/ ICC	\$ 48,000.00

Change Order Field Record

Change Request No.	Date	Pay Item	Description and Reason for Change	Field Status	Estimated Cost		Submitted Cost		Funding Source	Local Agency Cumulative
					Addition	Deduction	Addition	Deduction		
20	10/02/15	Manhole Frame & Lids	Replace 3 existing sanitary manhole frame & lids on N. Oak St.	Complete	\$1,200				FHWA/ ICC	\$ 48,000.00
21	10/12/2015 submitted cost 1/6/16	Electrical Revisions	Electrical conduit installation on both sides of Oak Street from Chicago Avenue to Walnut Street to provide flexibility for future traffic signal installation.	Complete			\$ 33,140.25		Local Agency	\$ 81,140.25
22	10/27/15	Road Pavement Extension	Remove and replace 25 additional feet of the west leg of the intersection of Oak and Walnut to meet ADA crosswalk and sidewalk requirements.	Complete	\$3,500				FHWA/ ICC	\$ 81,140.25
23	10/30/15	Manhole re-build	Two existing brick sanitary sewer structures are called out on the plans to be adjusted. Work consists of rebuilding the top of the structures with new PCC cone/flat top sections to allow for adjustment.	Complete	\$2,600				FHWA/ ICC	\$ 81,140.25
24	11/03/15	Under bridge slope wall	Change of erosion control material for the slope under the bridge from concrete matting to poured concrete slab. The steep slopes around a ComEd vault would not support the concrete slab. Approved by Village Board at the 11/03/15 meeting.	Complete	\$2,033				FHWA/ ICC	\$ 81,140.25
25	11/13/15	Core into Existing 96" Swr	No pay item was included for coring into the 96-inch storm sewer to connect proposed to existing storm sewer per the plan.	Complete			\$ 10,000.00		FHWA/ ICC	\$ 81,140.25
26	11/14/15	Time & Materials	Time and Materials to recess parapet for proposed lighting conduit. One-inch outside diameter is larger than 1/2-inch conduit shown on the plans.	Complete	\$2,000				FHWA/ ICC	\$ 81,140.25
27	11/16/15	Commuter Park Location Revisions	Replace parking signs and supports for parking areas on County Line Road. Add thermoplastic parking numbers and handicapped parking stall pavement markings on County Line Road.	Complete	\$3,500				FHWA/ ICC	\$ 81,140.25
28	11/18/15	Traffic Signs	The pavement marking plan calls for the intersection of Oak & Chicago Avenue to be a 4-way stop. The existing intersection was a 2-way stop controlled intersection. The existing signs stopped traffic from the north and south on Oak Street. Due to the new traffic configuration, the initial Hinsdale Police Department has requested that the proposed stop signs facing west and east will have LED lighting to maximize visibility and safety. Additional signs were later requested for north side of Chicago & Oak and the south side of Walnut & Oak.	Complete	\$9,400				FHWA/ ICC	\$ 81,140.25
29	12/07/15	Street Lights	At residents' request, Oak street light LEDs will be changed from a 5700K intensity (a brighter, colder light) to a 2200K intensity (a "warmer" light) to better match the color and intensity of the existing high-pressure sodium lights in other sections of the Village. These lower intensity LEDs will emit 25-30% less light (lumens) than the current lights. 01/06/16, Village notified that IDOT considers this a local agency cost.	In Process	\$6,000				Local Agency	\$ 87,140.25
30	12/17/15	Signage	No trespassing signs (area under video surveillance) on the fences separating the BNSF right of way.	In Process	\$300				FHWA/ ICC	\$ 87,140.25
31	12/17/15	Ornamental fencing	Additional ornamental fence at the southwest corner of the bridge.	In Process	\$13,750				FHWA/ ICC	\$ 87,140.25
32	01/08/16	Commemorative plaque	Install commemorative plaque on the west parapet of the bridge.	In Process	\$3,000				Local Agency	\$ 90,140.25

Change Order Field Record

Change Request No.	Date	Pay Item	Description and Reason for Change	Field Status	Estimated Cost		Submitted Cost		Funding Source	Local Agency Cumulative
					Addition	Deduction	Addition	Deduction		
33	01/11/16	Parking	At the request of the Wellness Center and HPD, relocate the parking stalls on Hillgrove Avenue from the north side of the street to the south side of the street. This will relocate 2-3 commuter parking stalls from the N. County Line lot to Hillgrove. The changes will be made in the spring of 2016 once the weather improves.	Planned	\$6,000				Local Agency	\$ 96,140.25

Local Agency Funds: \$ 100,000.00
FHWA/ICC Funds: 8,745,000.00

8,845,000.00
6,893,314.00
1,951,686.00
1,593,403.10

Total Project Contingency: \$ 1,593,403.10

Construction Observation		Construction Funds Available	
Budget: \$	928,337.00	Contractor Bid	
Bid: \$	928,337.00	Construction Contingency	
Change Order		Contingency balance Less Net Change Orders	
Contingency: \$	-		

Changes since last report highlighted.

Village of Hinsdale

Source	Program	Purpose	Funds Available	Amount
Illinois Commerce Commission	Crossing Safety Improvement Program	Oak Street Bridge - 60% Funding	2015 Capital Budget	\$ 4,240,000
Senator Dillard	State Capital Bill	Oak Street Bridge	Effective January 1, 2011	\$ 825,000
West Suburban Mass Transit	Car Sale Proceeds	Oak Street Bridge Eng/Construction	50/50 Reimbursement	\$ 395,000
Illinois Dept of Transportation	Federal Highway Bridge Program	Oak Street Bridge Phase I	July 2010 - 80/20	\$ 680,000
DuPage Mayors & Managers	Federal Stimulus	S. Garfield Reconstruction	Paid Through IDOT	\$ 1,632,000
Senator Dillard & Rep Bellock	Emergency Repair Program	Street resurfacing	Upon Project Completion	\$ 300,000
Representative Bellock	State Capital Bill	N. Washington Reconstruction	Upon issuance of bonds	\$ 340,000
New Local Transportation Projects	State Capital Bill	Road Improvements	20% released October, 2010	\$ 389,540
Lyons Township	Bond Proceeds	KLM Park Pavilion	Upon Project Completion	\$ 150,000
DuPage Mayors & Managers	STP Program	Oak Street Bridge	2015 Capital Budget	\$ 3,830,000
IDNR	OSLAD	Improvements to KLM	Awarded	\$ 150,000
IEPA	ARRA/State Revolving Loan	Garfield Sewer Separation	Loan docs received 7/05/11	\$ 444,160
IEPA	ARRA/State Revolving Loan	Chestnut Sewer Separation	Loan docs received 8/16/11	\$ 3,728,196
DuPage Mayors & Managers	Surface Transportation Projects	Hinsdale Avenue Resurfacing		\$ 311,627
DuPage Mayors & Managers	Surface Transportation Projects	Chicago Avenue Resurfacing	Approved by DMMC	\$ 203,291
DuPage Mayors & Managers	Surface Transportation Projects	York/Garfield Resurfacing	11/16/11 for FY 2017	\$ 293,442
DuPage Mayors & Managers	Surface Transportation Projects	N. Madison Resurfacing	Approved by DMMC	\$ 317,765
DuPage Mayors & Managers	Surface Transportation Projects	S. Madison Resurfacing	Approved by DMMC	\$ 274,000
West Suburban Mass Transit	Car Sale Proceeds	Highland Parking Lot	12/04/12 for FY 2018	\$ 100,000
DuPage Mayors & Managers	Surface Transportation Projects	Garfield Street Resurfacing	2/3 reimbursement	\$ 565,000
DuPage Mayors & Managers	Surface Transportation Projects	Chicago Avenue Resurfacing	Approved by DMMC	\$ 532,000
IDOT	Federal Highway Bridge Program	Oak Street Bridge Phases II & III	12/05/14 for FY 2019/20	\$ 5,904,514
Total			IDOT local agency agreem't	\$ 25,605,534

Village of Hinsdale
Grant Applications Under Consideration

Source	Program	Purpose	Status	Amount
DuPage Mayors & Managers	Surface Transportation Projects	Federal Aid-Urban Route 1488	Submitted 08/06/15	\$ 496,000
Total			(not awarded December 2015)	\$ 496,000



MEMORANDUM

DATE: January 12, 2016

TO: President Cauley and the Village Board of Trustees

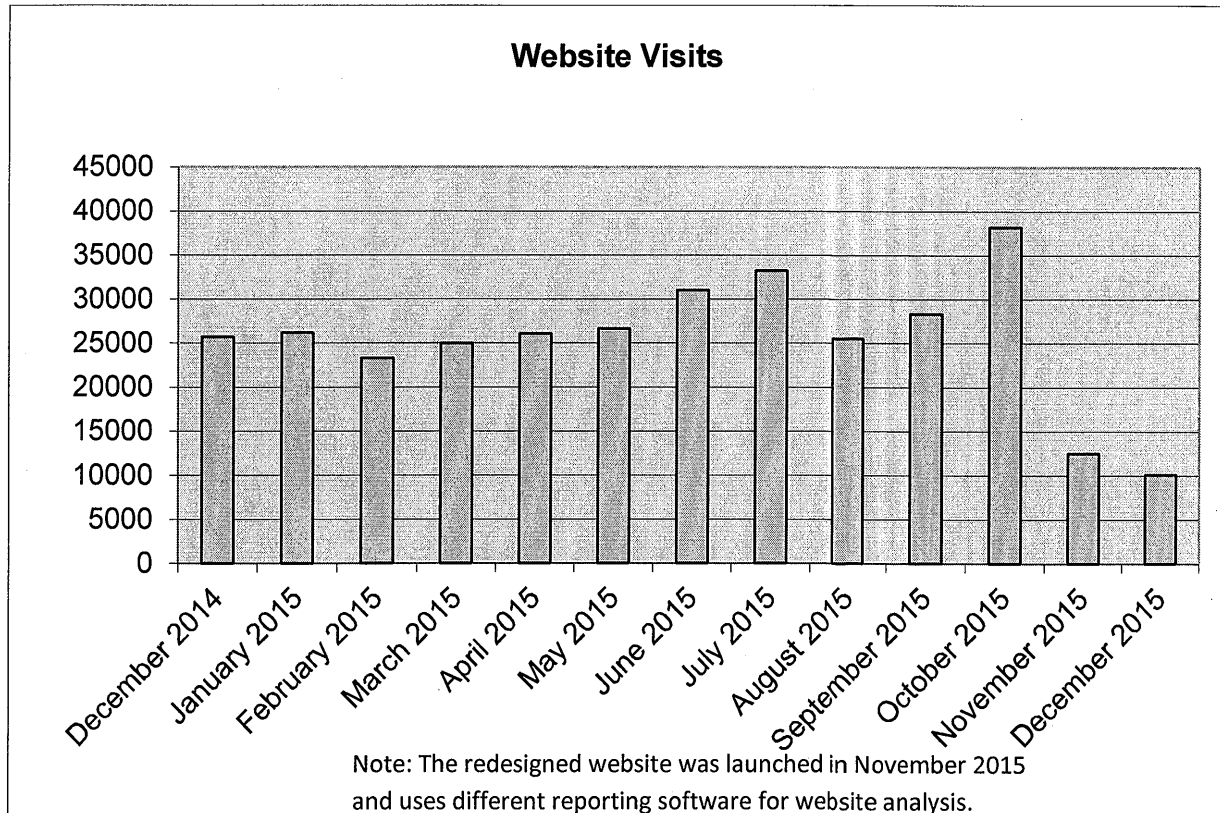
CC: Kathleen A. Gargano, Village Manager
Department Heads

FROM: Amy M. Pisciotto, Information Technology Coordinator

RE: Communications Report for December

Website

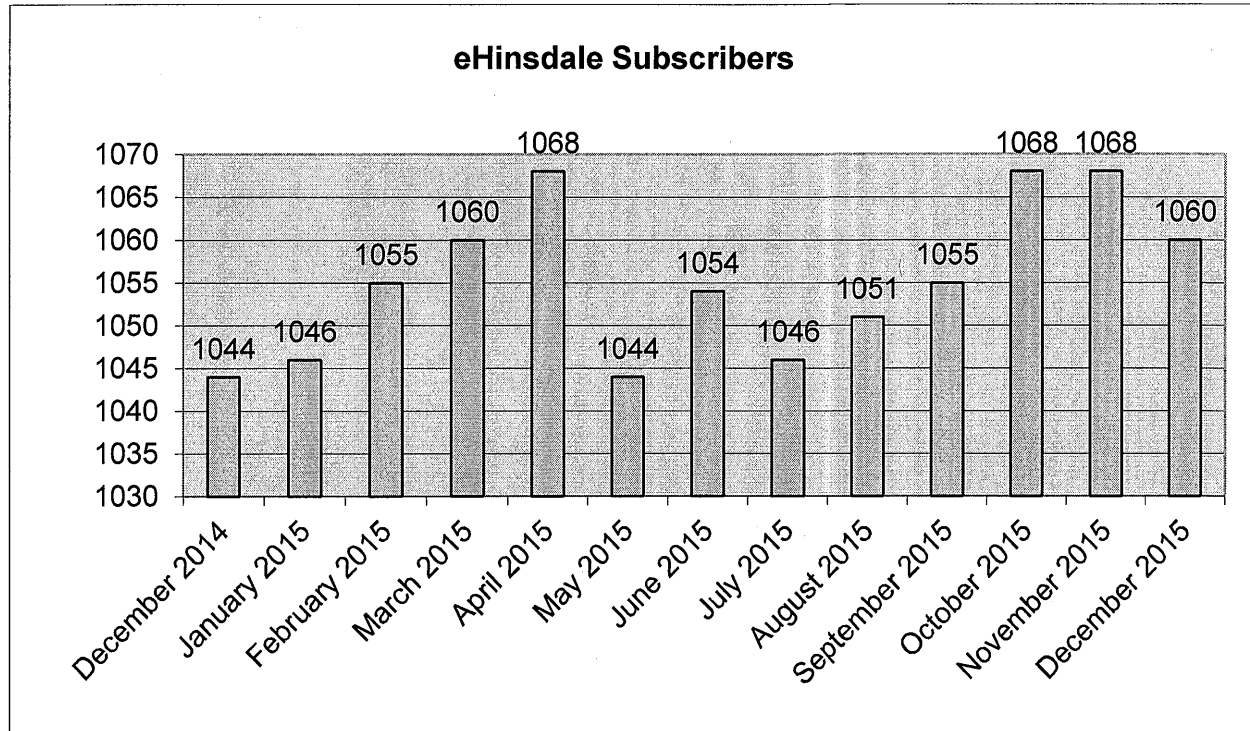
In December, the Village of Hinsdale website was visited 10,114 times. Of these visits, 5,970 were unique, in other words, not the same device was utilized twice or more to access the website. These visitors viewed a total of 27,843 Village of Hinsdale website pages.



MEMORANDUM

eHinsdale

In December, there were a total of 1060 subscribers to the *eHinsdale* newsletter. The December *eHinsdale* newsletters averaged a 36% open rate, which is approximately 382 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.

Daily Slide Show for Comcast Channel 6/AT&T U-Verse 99
As of January 12, 2016

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: 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	30	